



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

Tuesday, June 21, 2016 @ 6:30 PM
COUNCIL CHAMBERS

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A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

District Citywide	<u>A proclamation recognizing June thru August as Drowning Impact Awareness Season in Surprise. Mayor Sharon Wolcott will present the proclamation to Surprise Fire Chief Tom Abbott.</u>	No Action Mayor Sharon Wolcott
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E. City Manager Report:

F. City Attorney Report:

G. City Clerk Report:

H. Call To The Public:

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

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

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

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

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

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

I. Regular City Council Meeting Agenda:

Consent Agenda:

- | | | | |
|----|-------------------|--|--------------------|
| 1. | District Internal | <u>Consideration and action to reappoint the following Board/Commission Members: David Farago, Arts and Cultural</u> | None
Sherry Ann |
|----|-------------------|--|--------------------|

		<u>Advisory Commission; Bruce Hertzog, Disability Advisory Commission and Judge Peter Swann, Judicial Selection Advisory Commission all listed members have 4 year term expirations to expire on June 30, 2020.</u>	Aguilar, City Clerk
2.	District 6	<u>Consideration and action to approve a request by Nikollas Arapi for a Series 12 New License/LLC, for Nick's Diner II located at 13765 N. Litchfield Road, Surprise, Arizona 85379.</u>	None Sherry Ann Aguilar, City Clerk
3.	District 5	<u>Consideration and action to approve a request by Cori Infranco for a Series 12 liquor license for Grand Central Eatery, LLC, located at 17300 N. Sun Village Parkway #D, Surprise, AZ. 85374 (Sun Village - New License/LLC).</u>	None Sherry Ann Aguilar, City Clerk
4.	District 1	<u>Consideration and action to approve a Series 12 Liquor license request by Mark Russell for Oregano's Pizza Bistro located at 16914 W. Bell Road, Surprise, AZ. 85374 (New License, Corporation).</u>	None Sherry Ann Aguilar, City Clerk
5.	District Citywide	<u>Consideration and action on the minutes of June 7, 2016 Regular City Council Work Session and Regular City Council Meeting.</u>	None Sherry Ann Aguilar, City Clerk
6.	District 3	<u>Consideration and action pertaining to approval of a replat of a final plat entitled "A Replat of Lot 6 of the 'Replat of Lot 1 of the Final Plat for Sierra Montana Crossing' " dated April 25, 2016, a 5.38 acre parcel generally located at the southwestern corner of North Cotton Lane and West Greenway Road within the Sierra Montana PAD.</u>	None Hobart Wingard - Community Development
7.	District 3	<u>Consideration and action declaring the City's intent to create the "City of Surprise, Arizona, Sycamore Farms Parcel 12 Phase 2 #138 Lighting Improvement District" pursuant to A.R.S. 48-616; Resolution # 2016-82.</u>	None Karl Zook, Public Works Department
8.	District 3	<u>Consideration and action pertaining to approval of the final plat entitled "The Retreat at Sycamore Farms Parcel 12, Phase 2" dated May 9, 2016, a 16.62 acre 69 lot, 8 tract property generally bounded by SR303 to the west, West Cholla Street to the north, and North 165th Drive to the east.</u>	None Hobart Wingard - Community Development
9.	District Citywide	<u>Consideration and action pertaining to approval and acceptance of contract and grant funds for fiscal year 2017 in the amount of \$50,000 from Area Agency on Aging Region One; Resolution # 2016-91.</u>	None Seth Dyson, Human Service & Community Vitality Department Director
10.	District Citywide	<u>Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County to continue providing Community Action Program services for fiscal year</u>	None Seth Dyson, Human

- | | | |
|---------------------------------------|--|---|
| | <u>2017 and acceptance of grant funding in the amount of \$87,452 to support operations of the Surprise Resource Center; Resolution # 2016-88.</u> | Service & Community Vitality |
| 11. District Internal | <u>Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County Community College District for water technology education at Surprise-Gateway Training Center; Resolution # 2016-05.</u> | None
Terry Lowe,
Water Resource Management Director |
| 12. District Citywide | <u>Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County for access to, and participation in, AZLink criminal justice information sharing system; Resolution # 2016-93.</u> | None
Terry Young,
Police Chief |
| 13. District Internal | <u>Consideration and action pertaining to approval of an Intergovernmental Agreement with the Arizona State Forestry Division for providing assistance in suppressing wildland fires; Resolution # 2016-94.</u> | None
Tom Abbott |
| 14. District Citywide | <u>Consideration and action pertaining to approval of an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the Intelligent Transportation System (ITS) Strategic Plan; Resolution # 2016-83.</u> | None
Michael Boule,
Public Works Department |
| 15. District Citywide | <u>Consideration and action pertaining to approval of an Intergovernmental Agreement with the Maricopa County Sheriff's Office to provide access to and participate in the Arizona Automated Fingerprint Identification System Full Access System Terminal Site; Resolution # 2016-96.</u> | Approve
Terry Young,
Police Chief |
| Regular Agenda Item - Public Hearing: | | |
| 16. District Citywide | <u>Consideration and action pertaining to approval of a non-exclusive License Agreement with Cox Communications Arizona, LLC, for the use of public rights-of-ways; Resolution # 2016-78.</u> | None
Tammie Hollowell - Information Technology |
| 17. District 4 | <u>Consideration and action pertaining to declaring as a public record the document entitled, "Code of Ordinances, Part II-Land Development Ordinances, Chapter 122-Surprise Unified Development Code, Article 6 - Zoning Districts, Division 9 Flexible Zoning"; Resolution # 2016-95.</u> | None
Joshua Mike,
Community Development |
| 18. District 4 | <u>Consideration and action pertaining to approval of a zoning text amendment repealing Section 122-67, Original Town Site, of the Surprise Uniform Development Code and adopting Section 122-69.1 establishing the Surprise Heritage District and two corresponding overlay zones; Ordinance # 2016-16.</u> | None
Joshua Mike - Community Development |
| 19. District 4 | <u>Consideration and action pertaining to approval of a rezoning action to apply the Residential Overlay (SHD-RO) zone to 1135</u> | None
Joshua Mike |

- | | | |
|---|--|---|
| | <u>parcels within the Original Townsite; Ordinance #2016-17.</u> | - Community Development |
| 20. District 4 | <u>Consideration and action pertaining to approval of a rezoning action to apply the Commercial Overlay (SHD-CO) zone to 224 parcels within the Original Townsite; Ordinance # 2016-18.</u> | None
Joshua Mike
- Community Development |
| 21. District 4 | <u>Consideration and action pertaining to approval of a text amendment to Surprise Municipal Code Chapter 109, Sections 46 through 53, to update Infill Incentive provisions, definitions, and confirming the Plan for the Infill Incentive District; Ordinance # 2016-14.</u> | None
Joshua Mike
- Community Development |
| 22. District Citywide | <u>Consideration and action pertaining to ordering and calling a special election for November 8, 2016, to submit to the qualified electors of the City of Surprise one question authorizing the issuance and sale of \$63,000,000 principal amount of general obligation bonds; Resolution # 2016-98.</u> | None
Bob Wingenroth,
City Manager |
| Regular Agenda Item - Non-Public Hearing: | | |
| 23. District 4 | <u>Consideration and action approving an Original Townsite Incentive Program to pay for building permit and building plan review fees for the Dysart Mini Storage Project; Resolution # 2016-76.</u> | None
Hobart Wingard -
Community Development |

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

- | | | |
|-----------------------|--|-------------------------------------|
| 24. District Internal | <u>Consideration and action to enter into executive session for discussion or consultation with staff in order to consider the City Council's position and instruct staff regarding negotiations for the lease of real property for a sport related mixed-use facility in the proximate vicinity of Surprise Stadium pursuant to ARS 38-431.03 (A)(7).</u> | None
Robert Wingo, City Attorney |
|-----------------------|--|-------------------------------------|

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

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

and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or

- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).

- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

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

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

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED:

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

June 21, 2016 @ 6:30:00 PM

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Council Meeting Date: June 21, 2016

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Internal

Staff Recommendations: None

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to reappoint the following Board/Commission Members: David Farago, Arts and Cultural Advisory Commission; Bruce Hertzog, Disability Advisory Commission and Judge Peter Swann, Judicial Selection Advisory Commission all listed members have 4 year term expirations to expire on June 30, 2020.

Motion:

I move to approve reappointing the following Board/Commission Members: David Farago, Arts and Cultural Advisory Commission; Bruce Hertzog, Disability Advisory Commission and Judge Peter Swann, Judicial Selection Advisory Commission all listed members have 4 year term expirations to expire on June 30, 2020.

Background:

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

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a)

Application process.

(1)

Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.

(2)

The city clerk will maintain and distribute applications to all persons interested in being a member of a

public body.

(3)

All persons, including current members seeking re-appointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations committee objects to reappointment. Notice of the nominations committee's objection for reappointment will be provided to the member no less than ten business days after referral by the city clerk.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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- ☐ [Reappointment Applications](#)
 - ☐ [Application Hertzog](#)
 - ☐ [Application Farago](#)
-

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



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Peter Swann

Date Submitted: 2/29/16



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

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

Education: JD, University of Maryland School of Law(1991); A.B., University of California at Berkeley (1987)

EMPLOYMENT BACKGROUND:

Present Employer/Position: Judge, Arizona Court of Appeals

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

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

Chair, JSAC

(Continued on Reverse Side)

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

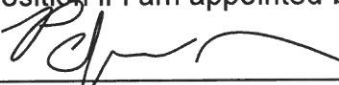
JSAC

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

I have served in this capacity for several years, and welcome the opportunity to bring continuity to the process.

Additional Information/Comments:

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



Applicant's Signature

Please return to:

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

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

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

April 14, 2016 @ 3:00pm
astevens

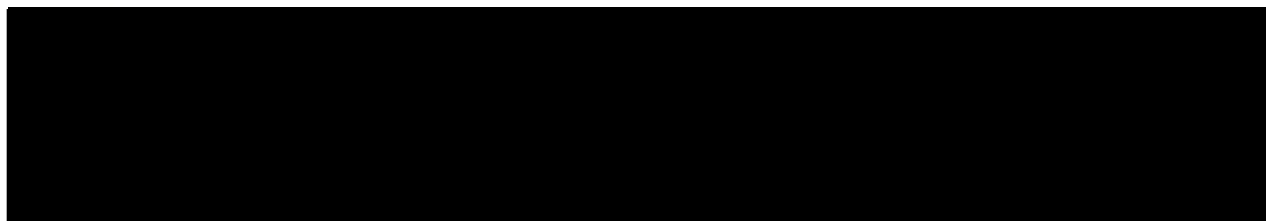


City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Bruce L Hertzog_____

Date Submitted: April 13, 2016_____



Resident of Surprise: ☒ Yes ☐ No Number of Years: 3

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

Education: HS-Wm Chrisman HS, Independence, MO

College- Wm Jewel College, Independence, MO

KC Jr College, Kansas City, MO Glendale Comm. College, Glendale, AZ

EMPLOYMENT BACKGROUND:

Present Employer/Position: Washington Elementary School District #6/ Special
Educaation Bus Driver (Six Years)

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

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

_Disability Advisory Comm. 2016, Knights of Columbus,

(Continued on Reverse Side)

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

Yes, Disability Advisory Comm, 2016

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

I feel that we have created a group that will provide to the city and its residents the ability to solve problems that relate to the disabled residents. There is no one other than this commission that has the purpose to answer the needs and questions of the business and individuals in relation to disability concerns.

Additional Information/Comments:

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


Applicant's Signature

Please return to:

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

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

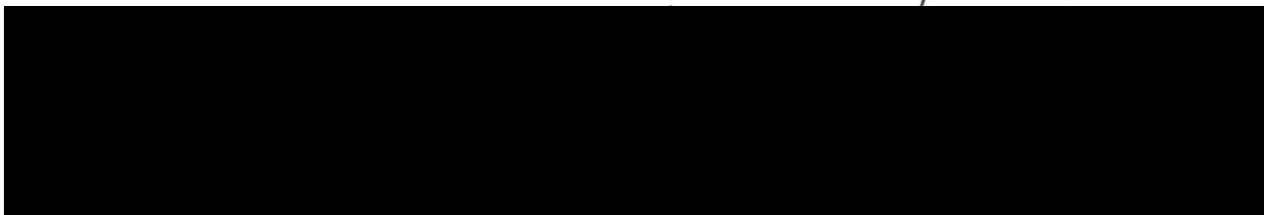
Date/Time/Initials Received by Clerk's Office: _____



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: DAVID FARAGO Date Submitted: 4/13/2016



Resident of Surprise: X Yes _____ No Number of Years: 15

Board/Commission(s) you are applying for? ARTS & CULTURAL COMMISSION

Education: B.A. MATHEMATICS HIRSHMAN COLLEGE (OH)

completing M.S. Management & LEADERSHIP, Western Governors University (UT)

EMPLOYMENT BACKGROUND:

Present Employer/Position: DIRECTOR OF MENTORING, GRAD SOLUTIONS

Previous Employer(s)/Position (Last 5 Years): DIRECTOR OF EDUCATION,

MERRIM Pinnacle Schools, Tempe, AZ

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

CITY OF SURPRISE ARTS & CULTURAL COMMISSION (2015-16)

VOLUNTEER COACH, CITY OF SURPRISE (2011, 2012)

(Continued on Reverse Side)

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

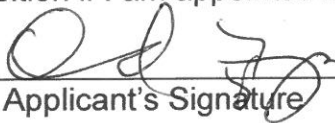
YES. ARTS & CULTURAL ADVISORY COMMISSION (2015-16)

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

I have served on the ARTS & CULTURAL ADVISORY
Commission for more than 6 months and have seen
many strides in the ~~dev~~ continued development of
the Arts in Surprise. I have helped see through many
projects and would like to continue to assist Surprise
in growing the Arts in the city.

Additional Information/Comments:

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


Applicant's Signature

Please return to:

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

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



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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Council Meeting Date:	June 21, 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 to approve a request by Nikollas Arapi for a Series 12 New License/LLC, for Nick's Diner II located at 13765 N. Litchfield Road, Surprise, Arizona 85379.

Motion:

I move to approve a request by Nikollas Arapi for a Series 12 New License/LLC, for Nick's Diner II located at 13765 N. Litchfield Road, Surprise, Arizona 85379.

Background:

This is an existing business that is relocating to another location across the street, the applicant has filed for a new license for the new location that is located in the movie theatre complex.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [Nicks Dept. Reports](#)



MEMO

Date: 05/17/2016

To: Sherry Aguilar, City Clerk

Linda Stevens, Deputy City Clerk

From: Stacie McQuarrie, Accounting Support Specialist

RE: Liquor License Application – Nick's Diner II LLC

Business License Status:

License #1020022, current and valid for 2016.

**SURPRISE POLICE DEPARTMENT
LIQUOR LICENSE APPLICATION REVIEW**

REFERENCE:

DATE: May 25th, 2016

LICENSE NUMBER- 1207A643
Series #12 – New License/LLC

APPLICANT:

NICK'S DINER II, LLC
13765 N. Litchfield Road
Surprise, Arizona 85374

FINDINGS:

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

Nick's Diner II is a restaurant. The surrounding area consists of residential and commercial buildings. There are several other businesses in the area that also serve alcohol in accordance with a series #12 licence. There is no evidence to support a substantial impact on the area.

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

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

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

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

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

The hours of operation are relatively consistent with the existing businesses in close proximity.

- 5) *Appropriateness of series license requested.*

The series 12 license is appropriate.

Submitted by Sergeant Tim Klarkowski #2137



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



May 31, 2016

To: Sherry Ann Aguilar, City Clerk
From: James Whitehead, Fire Inspector
Subject: Liquor License Application
Applicant: Nick's Diner II LLC
13765 N Litchfield Rd
Surprise, Arizona 85374

On May 26, 2016, the Surprise Fire-Medical Department conducted a fire inspection at the above referenced location to ensure compliance with the applicable fire codes within the tenant space and building. All previous fire code violations have been corrected 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



COMMUNITY DEVELOPMENT DEPARTMENT

Date: May 20, 2016

To: Sherry Aguilar, City Clerk

From: Eric Fitzer, Community Development Director
James Stewart, Zoning Specialist

Re: Liquor License Application for:

**Nick's Diner II, LLC.
Series # 12 (1207A643) – New License / LLC
13765 N. Litchfield Road
Surprise, Arizona 85379**

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

1. Bronco Billy's Pizza (Series 12) – 13982 W. Waddell Rd.
2. Nicks Diner (Series 12) – 14010 N. Litchfield Rd.
3. Fry's Marketplace #674 (Series 9) – 13982 W. Waddell Rd.
4. Safeway Food & Drug # 2699 (Series # 9) – 13828 W Waddell Rd.
5. Quiktrip #466 (Series 10) – 14057 W. Waddell Rd.
6. Native New Yorker (Series 12) – 13929 W. Waddell Rd.
7. Walgreen's #12087 (Series 10) – 13723 N. Litchfield Rd.
8. Las Fuentes Mexican Bar & Grill (Series 12) – 13261 N. Litchfield Rd. #131
9. Uptown Alley II (Series 6) – 13525 N. Litchfield Rd.
10. Smokey's BBQ (Series 12) – 13749 N. Litchfield Rd.
11. Under Review Sports Grill (Series 12) – 13699 N. Litchfield Rd.

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

Commercial and residential growth is expected to remain static.

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





CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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Council Meeting Date: June 21, 2016

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: 5

Staff Recommendations: None

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to approve a request by Cori Infranco for a Series 12 liquor license for Grand Central Eatery, LLC, located at 17300 N. Sun Village Parkway #D, Surprise, AZ. 85374 (Sun Village - New License/LLC).

Motion:

I move to approve to approve a request by Cori Infranco for a Series 12 liquor license for Grand Central Eatery, LLC, located at 17300 N. Sun Village Parkway #D, Surprise, AZ. 85374 (Sun Village - New License/LLC).

Background:

This request is of a routine nature and all departmental reports are available in the City Clerk's Office for review.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

☐ [Grand Central Novus](#)



MEMO

Date: 06/03/2016

To: Sherry Aguilar, City Clerk

Linda Stevens, Deputy City Clerk

From: Stacie McQuarrie, Accounting Support Specialist

RE: Liquor License Application – Grand Central Eatery, L.L.C.

Business License Status:

License #1020056, current and valid for 2016.

SURPRISE POLICE DEPARTMENT
LIQUOR LICENSE APPLICATION REVIEW

REFERENCE:

DATE: June 6th, 2016

LICENSE NUMBER- 1207A661
Series #12 – New License/LLC

APPLICANT:

Grand Central Eatery, LLC
17300 N. Sun Village Parkway #D
Surprise, Arizona 85374

FINDINGS:

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

Grand Central Eatery is a newly developed restaurant. The surrounding area consists of residential and commercial buildings. There are several other businesses in the area that also serve alcohol in accordance with a series #12 license. There is no evidence to support a substantial impact on the area.

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

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

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

There is one reported liquor violation at the listed address, however, upon further review it has been determined that the offense did not occur at the premises.

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

The hours of operation are relatively consistent with the existing businesses in close proximity.

- 5) *Appropriateness of series license requested.*

The series 12 license is appropriate.

Submitted by Sergeant Tim Klarkowski #2137



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



June 7, 2016

To: Sherry Ann Aguilar, City Clerk
From: James Whitehead, Fire Inspector
Subject: Liquor License Application
Applicant: Grand Central Eatery LLC
17300 N Sun Village Parkway
Surprise, Arizona 85374

On June 7, 2016, the Surprise Fire-Medical Department conducted a fire inspection at the above referenced location to ensure compliance with the applicable fire codes within the tenant space. There are some minor outstanding fire code violations that the applicant is correcting that will not hold up the liquor license application. Therefore 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



COMMUNITY DEVELOPMENT DEPARTMENT

Date: June 08, 2016
To: Sherry Aguilar, City Clerk
From: Eric Fitzer, Community Development Director
By: James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Grand Central Eatery, LLC.
Series #12 (1207A661) – New License / LLC
17300 N. Sun Village Parkway #D
Surprise, Arizona 85374**

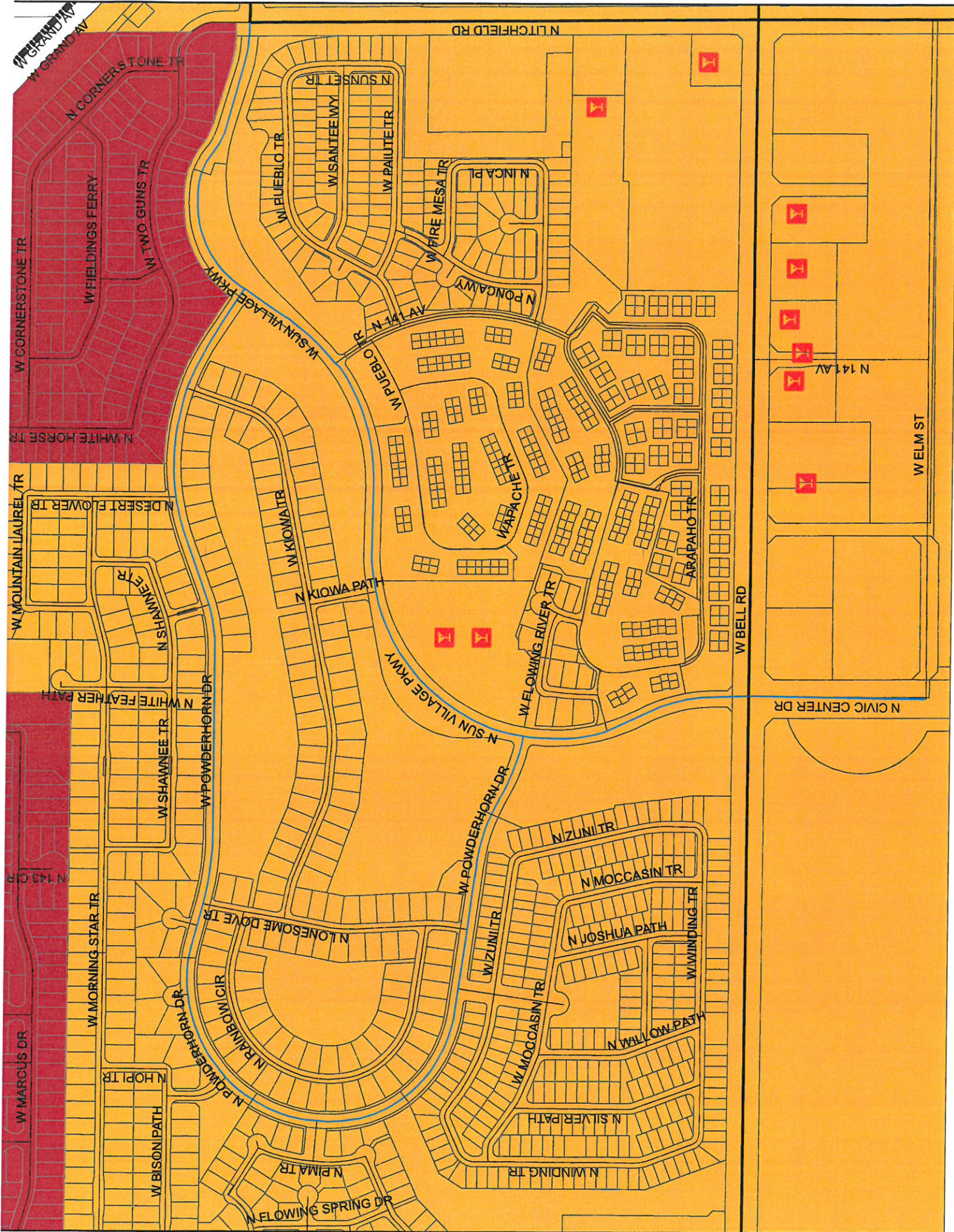
The number and series of licenses in close proximity to the subject site are:

1. Diamond Shamrock #1641 (Series 10) – 13908 W. Bell Rd.
2. New York Pizza Dept. (Series 12) – 13980 W. Bell Rd.
3. Red Robin (Series 12) – 14015 W. Bell Rd.
4. Carrabba's Italian Grill (Series 12) – 14043 W. Bell Rd.
5. Frank-N-Steins (Series 12) – 14071 W. Bell Rd. (Inactive)
6. Saigon Kitchen (Series 12) – 14071 W. Bell Rd.
7. Long Horn Steakhouse (Series 12) – 14127 W. Bell Rd.
8. Pei Wei Asian Diner (Series 12) – 14155 W. Bell Rd. #113
9. Sun Village Community Association (Series 14) – 17300 N. Sun Village Pkwy. #A

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

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

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





CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to approve a Series 12 Liquor license request by Mark Russell for Oregano's Pizza Bistro located at 16914 W. Bell Road, Surprise, AZ. 85374 (New License, Corporation).

Motion:

I move to approve a Series 12 Liquor license request by Mark Russell for Oregano's Pizza Bistro located at 16914 W. Bell Road, Surprise, AZ. 85374 (New License, Corporation).

Background:

This request is of a routine nature and all department reports are available in the City Clerk's Office.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [Oregano's Dept. Reports](#)



MEMO

Date: 06/14/2016

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

RE: Liquor License Application – OPB Restuarants Inc dba Oregano's Pizza Bistro

Business License Status:

Application packet mailed on 6/15/16.

Mailing to:

OPB Restaurants, Inc.
Dbas Oregano's Pizza Bistro
5141 N. 40th St., Ste. 300
Phoenix, AZ 85018

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

REFERENCE:

DATE: June 6th, 2016

LICENSE NUMBER- 1207A655

Series #12 – New License/Corporation

APPLICANT:

Oregano's Pizza Bistro

16914 W. Bell Road

Surprise, Arizona 85374

FINDINGS:

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

Oregano's Pizza Bistro is a newly developed restaurant. The surrounding area consists of residential and commercial buildings. There are several other businesses in the area that also serve alcohol in accordance with a series #12 license. There is no evidence to support a substantial impact on the area.

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

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

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

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

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

The hours of operation are relatively consistent with the existing businesses in close proximity.

- 5) *Appropriateness of series license requested.*

The series 12 license is appropriate.

Submitted by Sergeant Tim Klarkowski #2137



COMMUNITY DEVELOPMENT DEPARTMENT

Date: June 08, 2016
To: Sherry Aguilar, City Clerk
From: Eric Fitzer, Community Development Director
By: James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Oregano's Pizza Bistro
Series #12 (1207A655) – New License /Corporation
16914 W. Bell Road
Surprise, Arizona 85374**

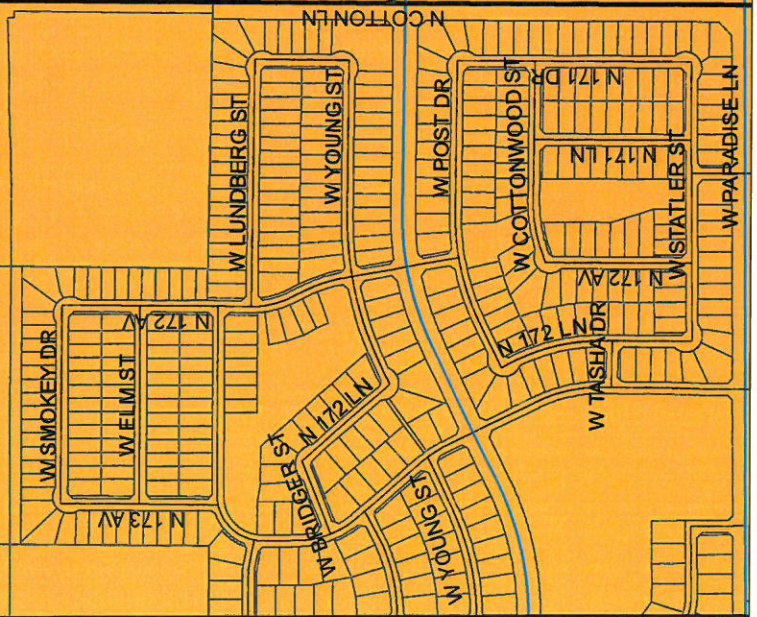
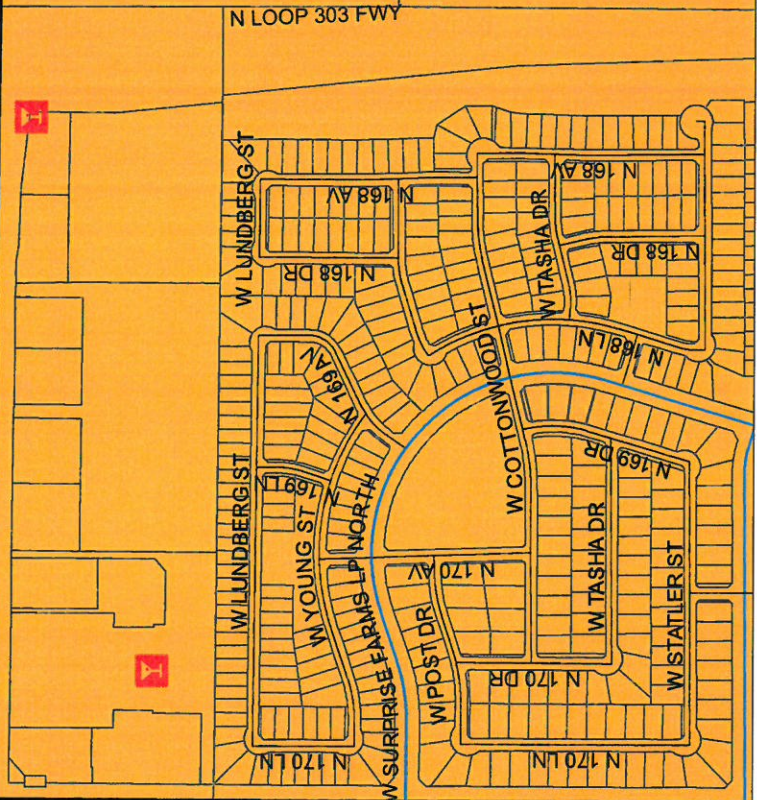
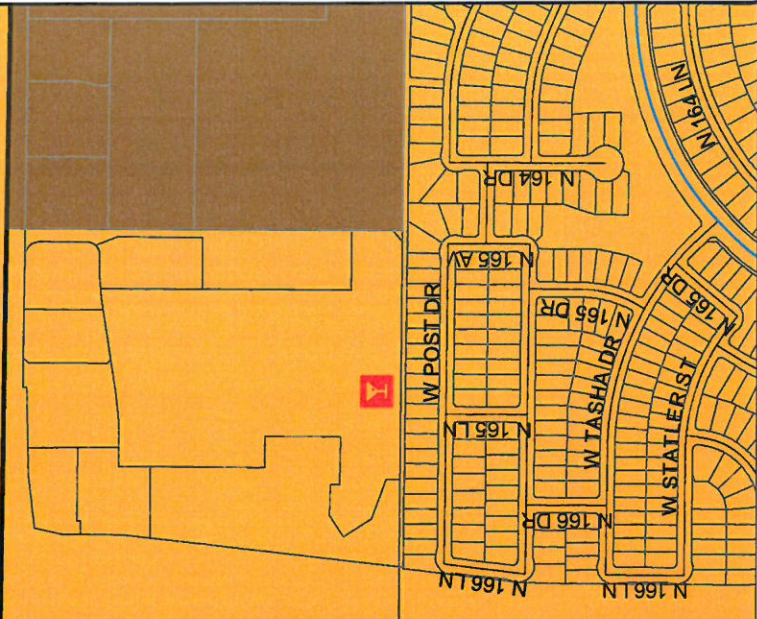
The number and series of licenses in close proximity to the subject site are:

1. Eddies European Bistro (Series 12) – 16846 W. Bell Rd. #109 (Inactive)
2. Coyote Alley (Series 6) – 16846 W. Bell Rd. #100 (Inactive)
3. Albertson's #1026 (Series 9) – 16750 W. Bell Rd.
4. Valero Corner Store #1713 (Series 10) – 16794 W. Bell Rd.
5. Sam's Club #4955 (Series 9) – 16573 W. Bell Rd.
6. Peter Piper Pizza (Series 12) – 16641 W. Bell Rd. (Inactive)
7. Safeway Food & Drug #1997 (Series 9) – 17049 W. Bell Rd.
8. Walgreens #6806 (Series 10) – 17088 W. Bell Rd.
9. Amuse Bouche (Series 12) – 17058 W. Bell Road #104 (Inactive)
10. Golden Wei Chinese Cuisine (Series 12) – 17104 W. Bell Road #106 & 107

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

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

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





Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



June 1, 2016

To: Sherry Ann Aguilar, City Clerk
From: James Whitehead, Fire Inspector
Subject: Liquor License Application
Applicant: Oregano's Pizza Bistro
16914 W Bell Rd
Surprise, Arizona 85374

The plans for the above referenced location have been approved and meet the applicable fire codes. We therefore 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

June 21, 2016 @ 6:30:00 PM

Back Print

Council Meeting Date: June 21, 2016
Submitting Department:
Staff Recommendations: None

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

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the minutes of June 7, 2016 Regular City Council Work Session and 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 06072016](#)
-

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

Tuesday, June 7, 2016 @ 06:01 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:01 p.m. Surprise City Hall Council Chamber 16000 North Civic Center Plaza Surprise, Arizona 85374 , on **Tuesday, June 7, 2016**. Also in attendance with Mayor Wolcott were Vice Mayor Biundo, Council Member Winters, Council Member Williams, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

Pledge of Allegiance

Proclamation and Community Acknowledgements

City Manager Report

Citizens Heart Safe Award - Audrey & Lori Miniger, saved the life of Audrey's grandfather on March 12, 2016. Audrey called 911 and stayed on the line until paramedics arrived on scene, while her grandmother performed CPR.

Bell/Grand Construction Project Update - Karl Zook, Public Works and Brock Barnhardt with ADOT.

Council Member Hall - The whole process of Bell/Grand is a compliment to ADOT, public works, communications, business outreach, etc., has been fantastic.

Karl Zook - Very fortunate, no major adjustments in detour routes. Anticipating at the end of the month for Greenway full access.

Regular City Council Meeting Minutes – June 7, 2016 – Page 2

Jeanine Jerkovic gave an economic development update on the Business Outreach project. 200 additional opt in for the text program. 53,553 text times counted. Class for the businesses in May, looking at what we can do over the summer. Working with CD team for additional signage. Business Stakeholders Meeting on June 14, 2016.

Council Member Hall - Really great job, please don't let up on your efforts, these businesses are counting on us helping them.

Mayor Wolcott - This is a big part of our business retention. When we do the impact report, I want to make sure our numbers are compared at the correct time.

City Attorney Report

City Clerk Report

Consent Agenda

1 – Consideration and action approving an Intergovernmental Agreement between the City of Surprise and Maricopa County Library District to operate the Northwest Regional Library and Hollyhock Library; Resolution #2016-72 - APPROVED

2 – Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the Arizona Department of Transportation (ADOT) for multimodal improvements on Bullard Avenue between Greenway Road and Peoria Avenue; Resolution # 2016-70 - APPROVED

3 – Consideration and action pertaining to approval of a lease of 17, 600 sq. ft. real property to the United States Postal Service for the purpose of a post office location at Dysart Road and Grand Avenue - APPROVED

4 – Consideration and action pertaining to amending the fiscal year 2016 Budget by reallocating appropriations of \$983,200 within the Sanitation Operations Fund (Capital to contingency) and \$983,200 within Public Works Development Fee Fund (Contingency to Capital) for the purchase of new, growth related vehicles and equipment; Resolution # 2016-71 - APPROVED

5 – Consideration and action pertaining to approving an updating ordinance relating to the National Flood Insurance Program and adopting by reference Flood Insurance Studies, Flood Insurance Rate Maps, and Floodplain Management Regulations; Ordinance #2016-05 - APPROVED

6 – Consideration and action pertaining to amending the fiscal year 2016 Budget by reallocating appropriations of \$100,000 within the Sewer Operations Fund (Supplies & Services to Capital, Sluice Gate Repairs Project # 21411) for the purpose of including junction box repairs; Resolution # 2016-73 - APPROVED

7 – Consideration and action on the minutes of May 17, 2017 Regular City Council Work Session and Regular City Council Meeting - APPROVED

8 – Consideration and action pertaining to acceptance of a Vitalyst Health Foundation [previously known as St. Luke's Health Initiatives] grant funds and approval of an Intergovernmental Agreement (IGA) with cooperating valley fire departments for the purpose of development, implementation, and deployment of a community paramedicine program; Resolution # 2016-84 - APPROVED

9 – Consideration and action accepting an additional \$2,500 in grant funding for the purchase of a Crash Data Retrieval System and amending the fiscal year 2016 budget by reallocating appropriations of \$2,500.00 within the Grants and Contingency Fund to account for the increase in grant funds; Resolution # 2016-87 - APPROVED

Council Member Williams made the motion to approve the consent agenda. Council Member Tande seconded the motion. Six yes votes, one absent (Winters). Motion carried.

Regular Agenda Item - Non-Public Hearing

17 – Discussion and action regarding the components of a potential 2016 Bond Election - NO ACTION

City Manager Wingenroth gave an overview of community outreach and summary of potential components for a 2016 bond election. Discussed feedback, website comments, etc. Gave credit to staff for their efforts on the outreach program.

9 components will be presented this evening, and we will be asking for feedback tonight so that we can bring back options at the June 21st Regular Meeting for action.

Fire Chief Abbott gave an overview regarding potential component for Fire stations in various locations throughout the City.

Council Member Hall - Fire Station 308, how much of this request is equipment. Approx. \$750,000.

Regular City Council Meeting Minutes – June 7, 2016 – Page 4

Council Member Hall - How much for a ladder truck?

Chief Abbot - Approx. 1 million, and will include a ladder tender.

Police Chief, Terry Young gave an overview for the Police Department. Police Property and Evidence Facility is filled to capacity. 150,000 pieces of property are at this location and at 85% capacity.

Council Member Hall - An expansion at the existing location, correct?

Chief Young - Yes!

Council Member Hall - Will the expansion be to the south?

Chief Young - Predominantly to the east.

Vice Mayor Biundo - Are there special security accommodations currently and in the expansion?

Chief Young - Yes we recently had this discussion. Today's access is key card only.

Council Member Villanueva - Will this include parking structures?

Chief Young - This project would not incorporate this request.

Chief Young discussed 2nd project - purchase 16 acre of land in the southwest portion of the City in anticipated growth and additional need for service. Acquiring the land now will secure the location for future growth and need.

Vice Mayor Biundo - Is this factored into the current bond request?

Chief Young - Yes.

Council Member Hall - Is this market value per square foot? Yes

Public Works Director, Mike Gent - Public Works Operation Facility - Leverage private development impact funds. This project ties in directly with public safety vehicles. The location will be at the south plant, 44,000 sq. ft. and estimated at 4.6 million.

Mayor Wolcott - One of the first public buildings I visited was the public works yard and was taken aback by the condition of this facility.

Regular City Council Meeting Minutes – June 7, 2016 – Page 5

Council Member Hall - Only 200 people came to the meetings, and there was tremendous support for this project.

Council Member Tande - What happens if we don't spend the impact fees that have already been collected?

Mr. Gent - If we don't spend by 2020, then we have to return to the developers.

Council Member Tande - How many bays at your facility?

Mr. Gent - 7 bays and 11 mechanics currently, we will be targeting 12 bays.

Mr. Gent - Greenway Road Improvements - Greenway Road just west of loop 303. Estimated total is \$5.1 million, with anticipated completion of January 2020.

Mr. Gent - Litchfield Road Improvements - last scalloped piece of Litchfield Road. Estimated cost of \$3.4 million and estimated time November 2020.

Mayor Wolcott - Litchfield has been waiting for a long time, and a critical roadway to enter and leave the City. We have lost a couple of opportunities for federal funding.

Council Member Hall - I think we have taken our residents to the limit in terms of patience on these roadways. It causes a safety concern. I don't think we should wait until 2020, should be moved up to next year. Litchfield is our main roadway for our residents that work at Luke AFB. I also applaud the bond committee for focusing on these two roadways in our City.

Vice Mayor Biundo - I really want to speak to the point of the completion dates, this shocked me. If the bond passes, there will be a huge expectation from our residents for completion of these projects.

Council Member Williams - I agree, ideally it is a sound fiscal responsibility to pay as you go, but the reality is, it didn't work, and it's not going to work and we have to figure out a way to get these done. When I look at other roads that have been in existence over 10 years such as Waddell Road, we will continue to dump money into it just to repair.

Greenway is significant and a major gateway into our community.

Council Member Villanueva - Have you heard anything else for Dysart to be a truck route?

Regular City Council Meeting Minutes – June 7, 2016 – Page 6

Mr. Gent - Yes Dysart is currently a truck route.

Council Member Tande - Was there a dollar amount in our gap study on roads?

Mr. Gent - Part of another item this evening on transportation gaps.

CRS Director, Mark Coronado - Multi Generational Recreation Center - There has been an alternative presented and will discuss both. The location is to be determined, estimated cost is \$19.1 million and estimated completion is May 2021.

Alternative Recreation Complex - Encompass 70 acres, multi purpose fields, same estimated cost 19.1 million.

Pickleball Courts Project - Estimate \$500,000.

Aquatic Center Expansion - Enhance our aquatics to a national level. We would not have to stop open swim with this facility. Estimated 10 million and completion of November 2019.

Council Member Williams -I favor the alternative recreation concept, buying land now is a smarter move. Competitive athletics are driven by good coaching and facilities. Parents look for this. We are at a crossroads now, we need to invest now for our children and grand children's future. We asked the Bond Committee to do the work even though it may not go to bond, so a year later, here we are and we already have the ground work done.

Mr. Coronado - If it passes a bond, we need to strategically place this facility. The key to this park is how we strategically locate this facility.

Vice Mayor Biundo - Pickleball Courts, there is obviously a need for this. I would prefer if the City Manager would access if there's another way to do this other than bond election, pay 20 years on an item that is \$500,000. I would also prefer the alternate recreation concept.

Mr. Wingenroth - As far as the Pickleball Courts, we could look at funding through the City and would be able to take this one out.

Council Member Tande - I would love to have one of these facilities but would lean towards the alternate, but would give some options for the future.

Regular City Council Meeting Minutes – June 7, 2016 – Page 7

Council Member Villanueva - I remember the conversation a few years ago, we wanted to make Bullard one of the main structures of the City. More trees, woodshops, etc. I really feel that this multi-use facility would be great if we had it in the middle of town.

Council Member Hall - I think this area here is the center gravity of our City, and we need to advance it. I am for the alternate recreation concept, 2021 is too late for me, need to move up to 2019.

Council Member Hall - 70% acceptance on the recreation center, split on alternative and full rec. center.

Mr. Wingenroth - When we talk about moving quickly on roads, it is easy for us to move forward, but the larger projects will take time.

Mayor Wolcott - Strategic acquisition of land is critical. There are a lot of people that think we own a considerable amount of land in the City and we do not. I am in favor of the Alternate Recreation Concept. Special thanks to the staff but also the Bond Committee from a year ago. I appreciate the conservative approach.

Mr. Wingenroth discussed Financial Impact with an analogy of anticipated property tax. We propose to raise the property tax by 50 cents. 7 pillars of the strategic plan. If we move forward and the voters approve this, we would track on the Surprise website.

Removed the multi-generational facility out; also remove the Pickleball Courts \$500,000. from the bond process.

Mr. Wingenroth asked about the land purchase for Police/Fire Station/Park.

Vice Mayor Biundo - How can we be assured that the money will go towards these specific projects?

Council Member Tande - Do we want to move forward with the 4 million for land.

Council Member Villanueva - Where will the funds come from for the Pickleball courts?

Council Member Hall - It makes good business sense to buy the land now.

Mayor Wolcott - General consensus to acquire land.

Mr. Wingenroth - Asked for recommendations for ballot language.

Council Member Williams - Favor options 1 & 2.

Regular City Council Meeting Minutes – June 7, 2016 – Page 8

Council Member Tande - Like the idea of one question, already vetted. Like the idea of being flexible. Favor one complete project and 60 million dollar bond.

Council Member Hall - I have heard from my constituents overwhelmingly, they want 3 votes, public safety, roads and recreation projects. I am for 3 questions.

Council Member Villanueva - I prefer option 1, don't want to confuse voters.

Vice Mayor Biundo - I prefer having 3 separate questions. Took offense to the email placed at the dais regarding the bond.

Mayor Wolcott - We are one City that wants to move forward as a community. I want to lean towards transparency, the devil is in the details, people want to know where the money is going. I like the second option, it has more detail. The Bond Committee strategically decided on these projects from over 50 projects that were presented to them.

Council Member Tande - Option 2, gives more information, need to trust the voters on this. One Surprise is very important.

Mayor Wolcott - The consensus is one question, but how much detail?

Public Comments:

Ken Wright - I think that looking at the options and what happened in the last bond election, option 2 is what needs to be put out to the voters. Most of these projects are mostly fast track. How is the annual operating costs calculated? In terms of hard dates, should be a modified language such as completion dates.

Mayor read aloud a letter from resident, Bill Pupo and a letter from Mark Davis.

Bill Pupo - statement for the record

Mark Davis - Statement for the Record

Mayor Wolcott recessed the Regular Council Meeting at 8:50 PM.

Regular Agenda Item - Public Hearing

10 – Consideration and action pertaining to declaring as Public Record that document entitled "FS15-490 Zoning Text Amendment Land Divisions"; Resolution # 2016-86 - APPROVED

Regular City Council Meeting Minutes – June 7, 2016 – Page 9

City Planner, Hobart Wingard gave an overview of items 10 and 11.

No public comments were made.

Council Member Tande - Summarize the benefits of these changes.

Mayor Wolcott - questioned the process and why are the changes being requested.

Community Development Director, Eric Fitzer explained the reason for the change request.

Council Member Hall made the motion to approve Resolution 2016-86. Council Member Williams seconded the motion. Six yes votes, one absent (Winters). Motion carried.

11 – Consideration and action pertaining to amending the Surprise Municipal Code Chapter 122, Article 11, Sections 115 through 119 regarding Land Divisions; Ordinance # 2016-12 - APPROVED

Council Member Hall made the motion to approve Ordinance 2016-12. Council Member Williams seconded the motion. Six yes votes, one absent (Winters). Motion carried.

Regular Agenda Item - Non-Public Hearing

12 – Consideration and action pertaining to approval of an agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC) for the participation and support of regional economic development programs in FY2017, in the amount of \$55,236.00 - APPROVED

Economic Development Director Jerkovic introduced Ms. Mead and Mr. Allen.

Emily Mead, Director of Community Engagement & Mitchell Allen, Business Development with GPEC gave a presentation on the progress of GPEC.

Council Member Hall - Are you looking for clients for the large box building at Dysart & Bell Road?

Council Member Williams made the motion to approve the agreement with GPEC. Council Member Tande seconded the motion. Six yes votes, one absent (Winters). Motion carried.

13 – Consideration and action amending Resolution # 2016-67 adopted by City Council on May 4, 2016, by setting the public hearing on proposed expenditures and tax levy for fiscal year 2017; Resolution # 2016-90 - APPROVED

Finance Director, Lindsey Duncan reported on this item and correcting dates.

Council Member Williams made the motion to approve Resolution 2016-90. Council Member Villanueva seconded the motion. Six yes votes, one absent (Winters). Motion carried.

14 – Presentation and discussion pertaining to Transportation Gaps, an overview of needed infrastructure improvements - NO ACTION

Mike Gent and Karl Zook of Public Works gave a powerpoint presentation regarding Transportation Gaps, an overview of needed infrastructure improvements.

Council Member Tande - So some of these gaps, do you anticipate grant opportunities for some of these areas?

Council Member Williams - 5 year CIP, going to be more comprehensive?

Mr. Gent - Elements of transportation but all departments are included.

Council Member Hall - What's our biggest issue in Surprise is going east-west. Waddell sticks out to me to be our next priority.

Council Member Villanueva - Dangerous situation at Greenway and Grand Avenue, lots of close calls. 13 to 15 cars coming in at the same time.

15 – Consideration and action authorizing the City Manager to execute an Intergovernmental Agreement with the New Magma Irrigation & Drainage District for use of NMID's Groundwater Savings Facility (GSF) to store Surprise's Central Arizona Project (CAP) water; Resolution # 2016-51 - APPROVED

Terry Lowe, Water Resource Management Director reported on this item.

Council Member Hall - Walk me through the water recharge fees.

Council Member Tande - Where is the CAP's facilities?

Mr. Lowe - there are several facilities

Regular City Council Meeting Minutes – June 7, 2016 – Page 11

Council Member Williams made the motion to approve Resolution 2016-51. Council Member Hall seconded the motion. Six yes votes, one absent (Winters). Motion carried.

16 – Consideration and action pertaining to an amendment to the Bell and Grand Temporary Signage and Temporary Use Permit Policy by qualifying the waiver of sign fees and adding Major Tenant Directional Signs; Resolution # 2016-89 - APPROVED

Community Development Director, Eric Fitzer reported on this item.

Council Member Tande: is there just one sign like this?

Mr. Fitzer: there are actually two.

Council Member Tande: questioned names on signs and who pays for them.

Council Member Hall made the motion to approve Resolution 2016-89. Council Member Tande seconded the motion. Six yes votes, one absent (Winters). Motion carried.

Other Business

Mayor and Council Reports

Mayor and Council reported on the following:

Vice Mayor Biundo - Larry Brown and Veteran's Committee

Executive Session

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Meeting of June 7, 2016 at 10:10 PM. Council Member Williams seconded the motion. Six yes votes, one absent (Winters). Motion carried.

Sharon R. Wolcott, Mayor

Regular City Council Meeting Minutes – June 7, 2016 – Page 12

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, June 7, 2016.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, June 7, 2016 @ 04:00 PM

Call to Order

Roll Call

Sharon Wolcott called the **Regular City Council Work Session** to order at 04:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374 , on **Tuesday, June 7, 2016**. Also in attendance with Sharon Wolcott were Vice Mayor Biundo, Council Member Williams, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

Pledge of Allegiance

Regular Agenda Item - Non-Public Hearing

1 – Presentation and discussion pertaining to annual Community and Recreation Services recreation program participation - NO ACTION

CRS Director, Mark Coronado and Assistant Director, Donna Miller gave an overview pertaining to annual Community and Recreation Services recreation program participation. A detailed powerpoint presentation highlighted the statistics.

Mayor Wolcott congratulated Mark and staff for their award winning services for our residents, this is one of the main reasons families move here.

Council Member Hall - Good overview of what CRS does, it is amazing counts. Question regarding third party events? Are we able to attract these?

Regular City Council Work Session Minutes – June 7, 2016 – Page 2

Mr. Coronado - Exploring several different types of events, looking at holding existing events at different times of the year. Our residents like the free events, lots of participation. We haven't stopped looking for third party events but they want guarantees, police and fire for free, they are looking for the dollars. We still have a ways to go to attract the third party events at a high level.

Council Member Hall -How are club sports going?

Mr. Coronado - Really well, but with any type of program, they have a lot of expense on their own. Hiring a coordinator for this program.

Council Member Hall - Is there a bulletin board at Surprise Parks Farm showing events for the City?

Mr. Coronado - we will talk to staff about this to make sure the board is updated.

Council Member Villanueva - A lot of residents are very pleased with the youth programs such as Tot Time, pool clubs, etc., your staff is unbelievable.

Council Member Williams - Thank you for the presentation, it outlines very well what you do on an annual basis.

Council Member Tande - We do a lot of programs, a big variety and I like this. Not everyone likes the same programs. Our facilities have limited space and this concerns me, especially with approval of new homes. We have a large youth population so we need to look at this, especially with the pools being packed. My district has a huge population of children 5 and under and these are the kids we need to plan for.

Vice Mayor Biundo - The overview clearly states that you are running at full capacity for your programs. This certainly needs to be addressed.

Mayor Wolcott - How do we fit in open swim when we are at capacity?

Ms. Miller - we have set hours for open swim, now have some evenings available, but the popular time is 12 - 4.

Mayor Wolcott - We have received requests from people that are hoping that Sun City Grand would open their pools for residents south of Bell Road. Clearly you have capacity issues and maximizing resources to the best of your ability.

2 – Presentation and discussion pertaining to progress on the City of Surprise three-year membership agreement with the Surprise Regional Chamber of Commerce - NO ACTION

Regular City Council Work Session Minutes – June 7, 2016 – Page 3

Jeanine Jerkovic, Economic Development Director gave an update with a detailed powerpoint presentation regarding the City of Surprise three-year membership agreement with the Surprise Regional Chamber of Commerce.

Covered text messaging and email program; tourism center; Shop Surprise local campaign; State of the City Event Partnership; Ribbon Cutting Assistance; City Store Merchandise Promotions just to name a few.

Mayor Wolcott thanked Raoul Sada for the tremendous job that he is doing with the Chamber.

Council Member Hall - What are the store retails sales in the City Store, are the items consigned?

Mr. Sada - The variety of merchandise has gone from 10 items to 30 items, the selection is much more attractive.

Council Member Hall - Do you keep track of visitor counts, is there anything we can do to help bring people in?

Mr. Sada - 4,000 to 5,000 per year is an estimate.

Vice Mayor Biundo - Would like for you to come back for a report after the City Store gets its feet on the ground.

Council Member Tande - So glad we have this resource to tie us together, will stop by and take a look.

Mayor Wolcott - The deal of the day, great idea.

3 – Presentation and discussion pertaining to an update regarding the City's Legislative Agenda highlighting the Economic Development Reimbursement Authority (EDRA) Initiative - NO ACTION

Deputy City Manager, Nicole Lance and City Manager, Bob Wingenroth gave an overview pertaining to an update regarding the City's Legislative Agenda highlighting the Economic Development Reimbursement Authority (EDRA) Initiative.

Council Member Hall - Thank you for the update. I understand you and Bob were not here when the contract was signed. What did High Ground do for this initiative, who did they arrange meetings with and with who?

Regular City Council Work Session Minutes – June 7, 2016 – Page 4

Ms. Lance - Series of internal meetings with staff. Future passage of legislation, development/implementation of educational campaign on the need for and benefit of new economic development tools. Strong base of political support for successful passage of future legislation.

Council Member Hall - are we looking ahead at who will be a sponsor?

Ms. Lance - yes, always.

Ms. Lance - It is different than TIF, but it looks a lot like TIF, so this will take some time.

Council Member Hall - Couldn't GPEC help us?

Mayor Wolcott - Chris Camacho, CEO of GPEC said a few months ago, we were talking about the impact of legislation, without a TIF tool in place, the State of Arizona is going to lose a major employer. 85% of our economy is based on the businesses that are already here, and growing our existing businesses.

Council Member Hall - I don't think it is advisable to use an election consultant as a consultant for the City. From an ethic standpoint, it doesn't look good.

Council Member Tande - TIF in Arizona is radioactive. I am so happy that the City has taken a leadership role in this, it is so important and will help us out in so many ways down the road. This is a long term education process. This is a great idea and will move us forward.

Executive Session

Adjournment

Vice Mayor Biundo made the motion to adjourn the Regular City Council Work Session of June 7, 2016 at 5:25 PM. Council Member Hall seconded the motion. Five yes votes, 2 absent (Winters and Villanueva). Motion carried.

Sharon R. Wolcott, Mayor

Regular City Council Work Session Minutes – June 7, 2016 – Page 5

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, June 7, 2016**.

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Hobart Wingard - Community Development
Submitting Department:		District:	3
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of a replat of a final plat entitled "A Replat of Lot 6 of the 'Replat of Lot 1 of the Final Plat for Sierra Montana Crossing' " dated April 25, 2016, a 5.38 acre parcel generally located at the southwestern corner of North Cotton Lane and West Greenway Road within the Sierra Montana PAD.

Motion:

I move to approve the replat of the final plat entitled "A Replat of Lot 6 of the 'Replat of Lot 1 of the Final Plat for Sierra Montana Crossing' " dated April 25, 2016.

Background:

Archicon Architects and Interiors, LC, on behalf of Cotton Greenway Partners, LLC, requests Final Plat approval to allow for a 25,036 square foot resale facility generally located at the southwestern corner of North Cotton Lane and West Greenway Road within the Sierra Montana PAD. This facility will be the third phase of a multi-phased project known as Sierra Montana Crossings.

Objective Analysis:

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

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS16-120 - Goodwill at Sierra Montana Crossings - FP - Staff Report](#)
 - ☐ [01 - FS16-120 - Goodwill at Sierra Montana Crossings - FP - Vicinity Maps](#)
 - ☐ [02 - FS16-120 - Goodwill at Sierra Montana Crossings - FP - Master Site Plan](#)
 - ☐ [03 - FS16-120 - Goodwill at Sierra Montana Crossings - FP - Specific Site Plan](#)
 - ☐ [04 - FS16-120 - Goodwill at Sierra Montana Crossings - Final Plat](#)
 - ☐ [05 - FS16-120 - Goodwill at Sierra Montana Crossings - FP - Color Elevations](#)
 - ☐ [06 - FS16-120 - Goodwill at Sierra Montana Crossings - FP - Presentation](#)
-

AMENDED FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS16-120

Project Name: Goodwill at Sierra Montana

Council District: 3 - Mesquite

Meeting Date: June 21, 2016

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

Owner: Cotton Greenway Partners, LLC

Applicant: Archicon Architects and Interiors, LC

Request: An amended Final Plat for a Goodwill facility within the Sierra Montana Planned Area Development (PAD)

Site Location: Generally located on the southwestern corner of North Cotton Lane and West Greenway Road within the Sierra Montana PAD

Site Size: Approximately 5.38 acres

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

Support/Opposition: No communication regarding support or opposition received

Findings:

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

Alternative Actions:

Approval of the requested amended Final Plat will allow the applicant to develop the property in a manner that is consistent with City of Surprise requirements and the approved PAD.

Denial of the requested amended Final Plat will deny the applicant the opportunity to reasonably develop the property.

40 **PROJECT DESCRIPTION:**

41
42 Archicon Architects and Interiors, LC, on behalf of Cotton Greenway Partners, LLC, seeks approval
43 of an amended Final Plat to allow for a 25,036 square foot resale facility generally located at the
44 southwestern corner of North Cotton Lane and West Greenway Road within the Sierra Montana
45 PAD. The amended Final Plat will split an approximately 5.38 acre parcel into a 2.16 and 3.22 acre
46 parcels. The proposed Goodwill facility proposes to occupy the smaller Lot, 6A. The site is located
47 on the southwestern corner of North Cotton Lane and West Greenway Road. Currently, CVS and
48 Pet Club facilities operate on this commercial center known as Sierra Montana Crossings.

49
50 **HISTORY:**

- 51
- 52 • The subject parcel was annexed into the City of Surprise on September 14, 2000.
 - 53 • On September 14, 2000 the Mayor and City Council approved a Planned Area Development
 - 54 (PAD) for Sierra Montana.
 - 55 • On August 21, 2007, a Site Plan for Sierra Montana Crossings was approved by the Planning
 - 56 and Zoning Commission.
 - 57 • On November 18, 2008, a PAD amendment was approved by the Mayor and City Council to
 - 58 provide a Comprehensive Sign Program for Sierra Montana.
 - 59 • The applicant met with staff for a Concept Review Meeting on September 17, 2015.
 - 60 • The applicant submitted for a Site Plan and an amended Final Plat on March 8, 2016.
 - 61 • The Planning and Zoning Commission approved a Site Plan for Goodwill on June 16, 2016.
- 62

63 **SUMMARY:**

64
65 Staff believes the proposed amended Final Plat will provide the mechanism needed to allow the
66 owner to construct the Goodwill facility while providing for reciprocal cross-access, which will in
67 turn allow it to be developed in a manner that is consistent with the goals and policies of the
68 General Plan.

69
70 **FINDINGS:**

- 71
- 72 a. The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - 73 b. The proposed Amended Final Plat demonstrates compliance with the existing PAD.
 - 74 c. The reviewing agencies have indicated no objections to the request.
- 75

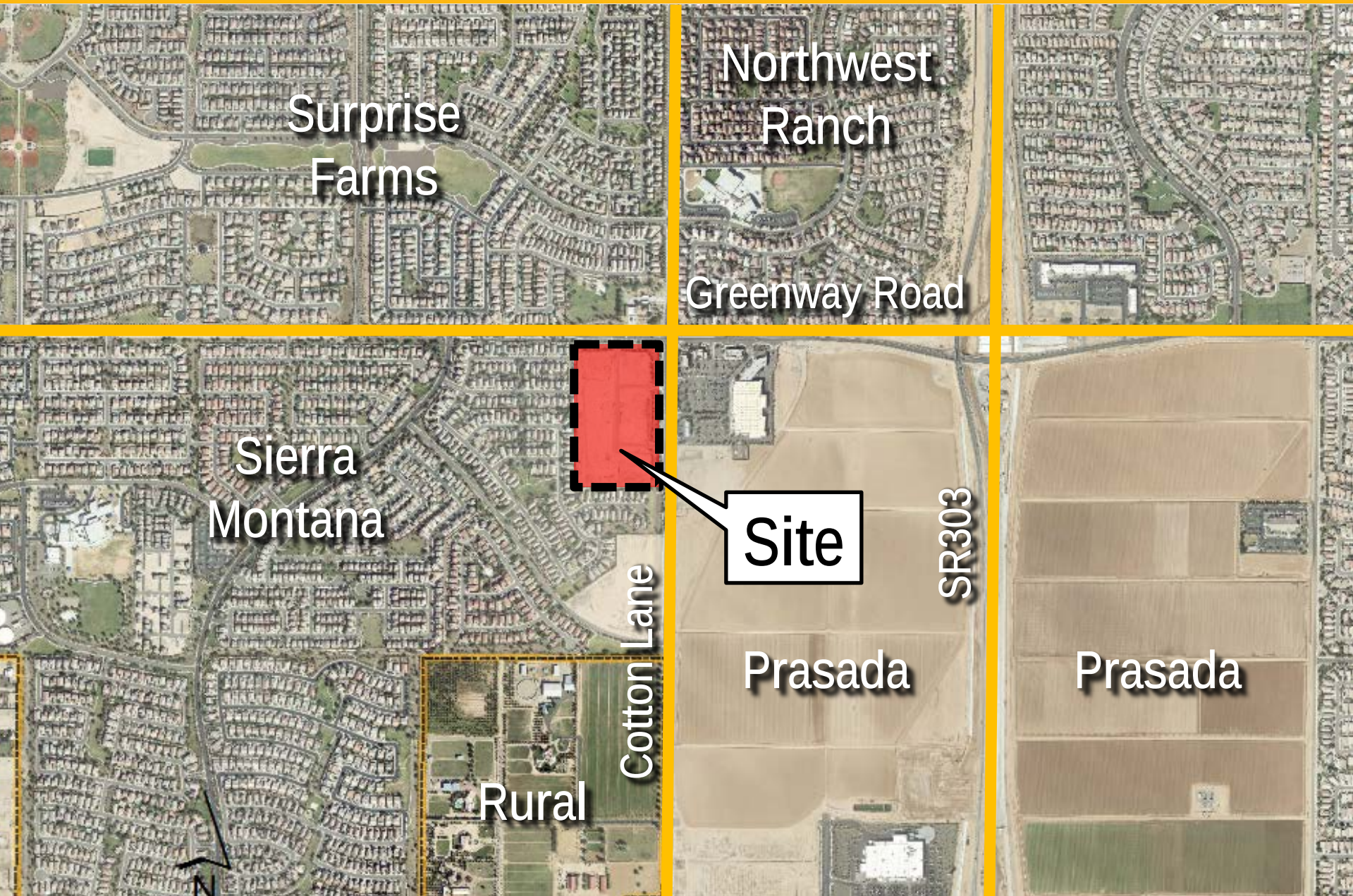
76 **Attachments:**

- 77
78 01 – Vicinity Maps
79 02 – Master Site Plan
80 03 – Specific Site Plan
81 04 – Elevations
82 05 – Color Elevations

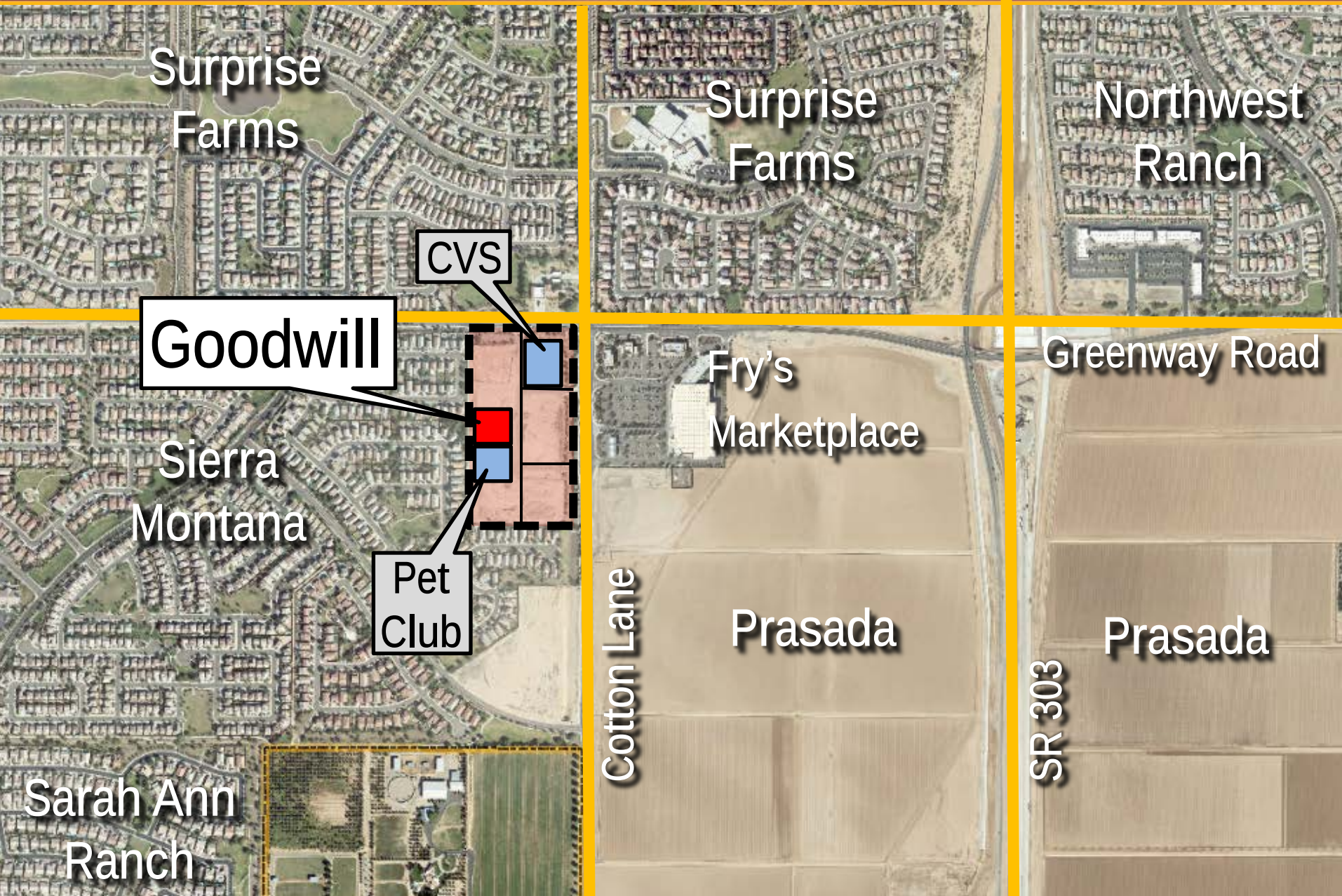
VICINITY MAP 1 – FS16-120

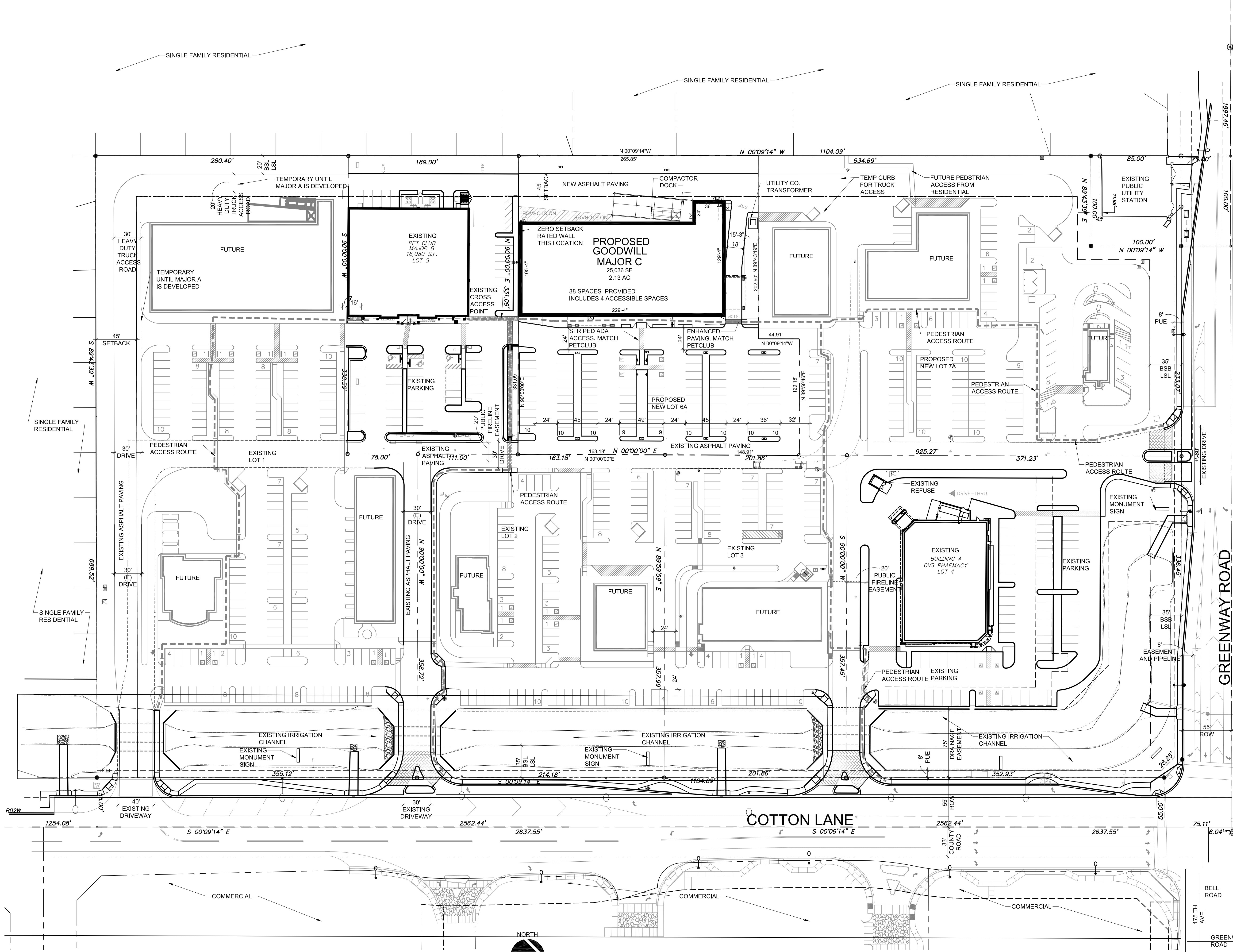


VICINITY MAP 2 – FS16-120



VICINITY MAP 3 - FS16-120





MASTER SITE PLAN
at SIERRA MONTANA CROSSING
SWC of COTTON LN. and GREENWAY RD.
SURPRISE, AZ.

OWNER
COTTON GREENWAY PARTNERS,LLC
C/O
WINFIELLEE INVESTMENTS
6920 E. SHEA, BLVD #203
SCOTTSDALE, AZ. 85254
P: 310-466-4841

ARCHITECT :
ARCHICON
ARCHITECTURE & INTERIORS L.C.
5055 E. WASHINGTON STREET
SUITE 200
PHOENIX, AZ. 85034
CONTACT: SCOTT PUENTE
P: 602-222-4266
F: 602-279-4305
E: scott@archicon.com

CIVIL :
CYPRESS CIVIL DEVELOPMENT
808 N. 1ST STREET
PHOENIX, AZ. 85004
CONTACT: DERRICK SCHUMACHER
P: 602-282-2498
C: 623-521-7372/2220-8243
E: dschumacher@cypresscivil.com

LANDSCAPE :
T.J. MCQUEEN & ASSOCIATES, INC.
8433 EAST CHOLLA STREET
PHOENIX, AZ. 85260
CONTACT: TIM MCQUEEN
P: 602-265-0320
F: 602-266-6619
E: timmcqueen@tjmla.net

PROJECT TEAM

PROJECT DESCRIPTION:
DEVELOP A NEW RETAIL BUILDING WITH PARTIAL SITE
ACCESS FROM EXISTING DRIVES AND INFRASTRUCTURE.

ZONING: SIERRA MONTANA PLANNED AREA DEVELOPMENT ,
PAD, C-2 COMMUNITY COMMERCIAL

ASSESORS PARCEL NO:
TO BE DETERMINED BY FINAL PLAT

PROPOSED GROSS SITE AREA :
LOT 6A 2.162 ACRES (94,178 S.F.)

GROSS OVERALL COMMERCIAL SITE AREA:
18.82 ACRES(516,965 S.F.)

TOTAL SITE AREA REMAINING UNDEVELOPED:
14.50 ACRES (631,948 S.F.)

TOTAL NEW BUILDING AREA:
25,036 S.F.

LOT COVERAGE: 25%

TOTAL NEW BUILDING AREA THIS PHASE (GOODWILL) =
25,036 S.F.

CONSTRUCTION TYPE:
VB

BUILDING HEIGHT :
34'-0"

EXISTING PARKING:
OF THIS PROJECT

PARKING REQUIRED PER CITY OF SURPRISE THIS
PROJECT, GOODWILL :
300 = 84 SPACES

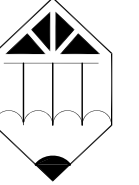
PARKING PROVIDED:
GOODWILL ACCESSIBLE SPACES

NOT A PART

25,036 /

= 88 SPACES INCLUDES 4

SITE PLAN DATA

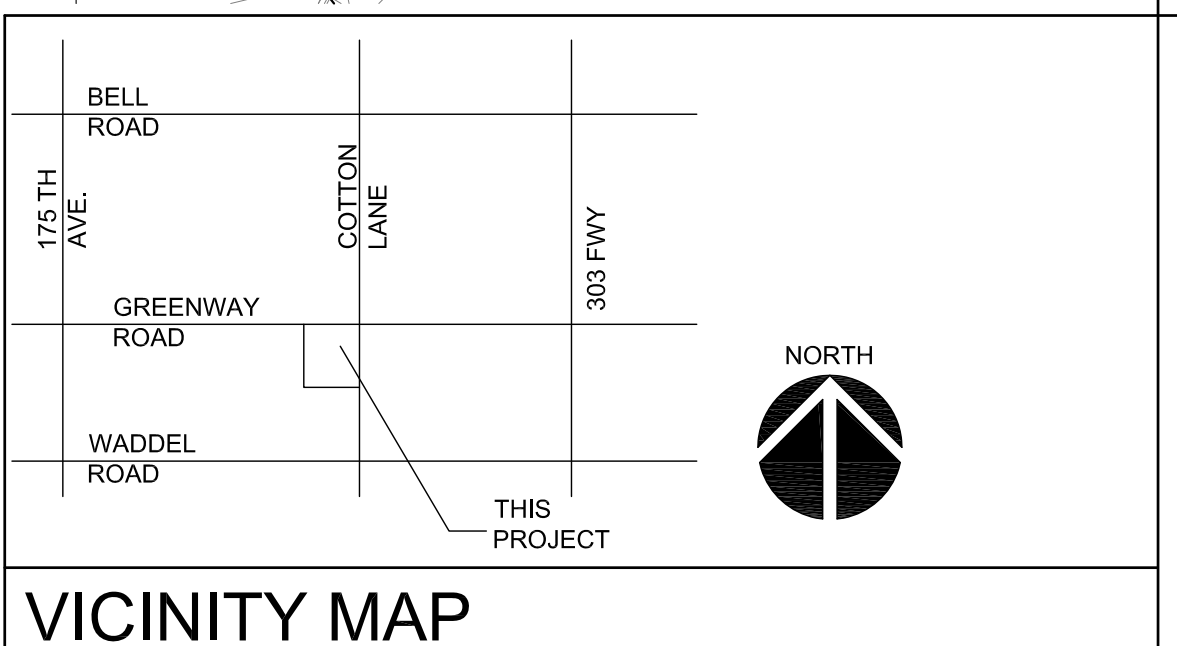

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PHOENIX, ARIZONA 85034
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FAX (602) 279-4305
www.ARCHICON.COM

GOODWILL
at SIERRA MONTANA CROSSING
S.W.C. GREENWAY AND COTTON LANE
SURPRISE, ARIZONA

JOB NO: 1675910-01
PROJECT MGR: S. PUENTE
DRAWN BY: S. PUENTE
CHECKED BY: J. KOSKI

NO.	REVISION	DATE

SHEET TITLE:
MASTER SITE PLAN
GOODWILL




EXPIRES: 12/31/2018

A001
ISSUE DATE: APRIL 25, 2016



PROJECT DESCRIPTION: DEVELOP A NEW RETAIL BUILDING WITH PARTIAL SITE ACCESS FROM EXISTING DRIVES AND INFRASTRUCTURE.	
ZONING: PAD- SIERRA MONTANA , C-1 NEIGHBORHOOD COMMERCIAL	
ASSESORS PARCEL NO: TO BE DETERMINED BY FINAL PLAT	
PROPOSED GROSS SITE AREA :	LOT 6A 2.162 ACRES (94,178 S.F.)
GROSS OVERALL COMMERCIAL SITE AREA:	18.82 ACRES(516,965 S.F.)
TOTAL SITE AREA REMAINING UNDEVELOPED:	14.50 ACRES (631,948 S.F.)
TOTAL NEW BUILDING AREA:	25,036 S.F.
LOT COVERAGE: 25%	
TOTAL NEW BUILDING AREA THIS PHASE (GOODWILL) =	25,036 S.F.
CONSTRUCTION TYPE:	VB
BUILDING HEIGHT :	34'-0"
EXISTING PARKING:	NOT A PART OF THIS PROJECT
PARKING REQUIRED PER CITY OF SURPRISE THIS PROJECT.	
GOODWILL :	25,036 / 300 = 84 SPACES
PARKING PROVIDED:	
GOODWILL	= 88 SPACES INCLUDES 4 ACCESSIBLE SPACES

EXISTING SITE CONDITIONS

1. SCOPE OF WORK LINE AND PROPOSED LOT LINE. TERMINATE LANDSCAPING AT LOT LINE
2. EXISTING TEMPORARY CURB TO BE REMOVED.
3. EXISTING PARKING AND PAVING.
4. FUTURE BUILDING PAD AREA. PART OF SEPARATE SUBMITTAL
5. EXISTING LANDSCAPE AREA TO REMAIN.
6. EXISTING SIDEWALK TO REMAIN
7. EXISTING TEMPORARY CURB TO REMAIN.
8. EXISTING ASPHALT SERVICE DRIVE TO REMAIN
9. EXISTING SITE SCREEN WALL.

- NEW SITE AND BUILDING CONDITIONS
- ALL CURBING AND PAVING AND DRAINAGE STRUCTURES TO BE CONSTRUCTED AS PART OF THE CIVIL IMPROVEMENTS. UNDER SEPARATE SUBMITTAL.
20. (N) 6" VERTICAL CONCRETE CURB -
21. (N) ASPHALT PAVING
22. ACCESSIBLE PARKING STALL AND ACCESS AISLE WITH ACCESSIBLE PARKING SIGN PER CITY OF SURPRISE.
23. STANDARD 9' X 18'-0" PARKING STALL - TYP
24. ACCESSIBLE RAMPS. 2% MAX. SLOPE.
25. ACCESSIBLE ROUTE DELINEATION.
26. DROP OFF LOCATION WITH COVERED CANOPY STRUCTURE
27. LANDSCAPE AREA. DEFINED BY VERTICAL CURB AT EXPOSED EDGE
28. (N) TRANSFORMER LOCATION.
29. ELECTRICAL SERVICE ENTRY SECTION (S.E.S.) ON CONCRETE PAD. VERIFY PAD REQUIREMENTS WITH UTILITY CO. IDENTICAL TO MATCH BUILDING
30. BIKE RACK. MADRAX "WINDER SERIES" 3 BIKE.
31. FIRE RISER LOCATION
32. FIRE DEPARTMENT CONNECTION
33. CONCRETE SIDEWALK.
34. LANDSCAPE PLANTER. DEFINED BY VERTICAL CURB OR CONCRETE WALK
35. KNOX BOX LOCATION
36. PATH FOR EMERGENCY APPARATUS TURNING RADII (25/42) PER AASHTO SU-40
37. NEW 8'-0" HIGH MASONRY TRUCK DOCK SCREEN WALL.
38. SITE LIGHT POLE AND BASE. SEE 7/A010 AND STRUCTURAL.
39. TEMPORARY PAVING.
40. TEMPORARY CURB.
41. FUTURE PARKING AREA AND PAD AS PART OF MASTER PLAN DESIGN. NOT A PART.

A map showing the intersection area. The roads shown are BELL ROAD, COTTON LANE, GREENWAY ROAD, WADDEL ROAD, 175TH AVE., and 303 FWY. A north arrow points upwards. A line points to the intersection of Cotton Lane and Greenway Road with the label "THIS PROJECT".

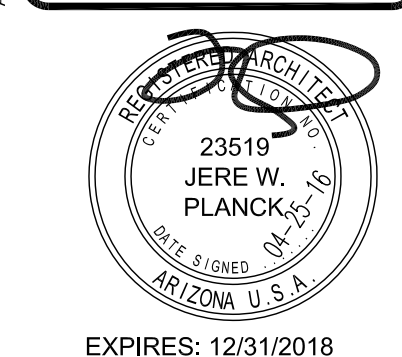
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GOODWILL
at SIERRA MONTANA CROSSING
S.W.C. GREENWAY AND COTTON LANE
SURPRISE, ARIZONA

[illegible]

SHEET TITLE:
SITE SPECIFIC
PLAN



EXPIRES: 12/31/2018

A002

ISSUE DATE: APRIL 25, 2016

A REPLAT OF LOT 6 OF THE "REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING" AS RECORDED IN BOOK 1226, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

KNOW ALL PERSONS BY THESE PRESENTS: THAT COTTON GREENWAY PARTNERS, LLC, ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "A REPLAT OF LOT OF THE REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING" AS RECORDED IN BOOK 1226, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA" AS SHOWN AND PLATED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "A REPLAT OF LOT OF THE REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING" AS RECORDED IN BOOK 1226, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME; AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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

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

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

EXCEPT AS TO ANY AREAS SUBJECT TO THE EASEMENT OR EASEMENTS GRANTED TO MARICOPA WATER DISTRICT, AS DEPICTED ON THIS PLAT AND RECORDED IN THE OFFICE OF THE RECORDER, MARICOPA COUNTY, ARIZONA, PERPETUAL WATER EASEMENTS ("EASEMENTS") AS DESCRIBED IN THE PLAT ARE GRANTED TO EPCOR WATER ARIZONA INC. AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEES") TO CONSTRUCT, OPERATE, AND MAINTAIN WATER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES; TO ADD OR TO ALTER THE FACILITIES; AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN, GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS. UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2016.

COTTON GREENWAY PARTNERS, LLC

BY: _____

ITS: _____

RELEASE OF LIABILITY

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

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

NOTICE OF INTER-GOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

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

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

NOTICE OF SIERRA MONTANA CROSSINGS DEVELOPMENT AGREEMENT

FORTIS REAL ESTATE INVESTMENTS, L.L.C., ENTERED INTO THE SIERRA MONTANA DEVELOPMENT AGREEMENT DATED AUGUST 15, 2002 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON AUGUST 15, 2002, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT DOCKET NO. 2002-0834169. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DECLARATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS; AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT COTTON GREENWAY PARTNERS, LLC, 6920 E. SHEA BOULEVARD, SUITE 203, SCOTTSDALE, ARIZONA, 85254, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 9, UPON REASONABLE REQUEST.

DATED THIS ____ DAY OF _____, 2016.

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

ATTEST:

BY: _____
CHRISTINE CAIN

BY: _____
GLEN VORTHERMS

ITS: PROPERTY & CONTRACTS SUPERVISOR

ITS: ASSISTANT SECRETARY

COTTON GREENWAY PARTNERS, LLC

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2016 BY _____ IN THEIR AFOREMENTIONED CAPACITIES ON BEHALF OF COTTON GREENWAY PARTNERS, LLC.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

NOTES

- ALL UTILITY LINES SHALL BE CONSTRUCTED UNDERGROUND.
- ELECTRIC LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
- ALL COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
- A PROPERTY OWNERS ASSOCIATION SHALL MAINTAIN PRIVATE UTILITIES, PRIVATE FACILITIES, COMMON AREA LANDSCAPING AND LANDSCAPING IN THE RIGHT-OF-WAY ADJACENT TO THE PROJECT. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE FOR SUCH AREAS.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE.
- ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 100 YEAR - 2 HOUR STORM EVENT. OWNER(S) OF ANY EXISTING BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
- ALL DRYWELLS SHOWN ON THIS PROJECT SHALL BE MAINTAINED BY THE OWNER(S) AND ARE TO BE REPLACED BY THE OWNER(S) WHEN THEY CEASE TO DRAIN THE SURFACE WATER IN A 36 HOUR PERIOD. REGULAR MAINTENANCE OF THE DRYWELL SILTING CHAMBER IS REQUIRED TO ACHIEVE THE BEST OPERATION OF THE DRYWELL.
- A VEHICULAR AND PEDESTRIAN CROSS ACCESS EASEMENT IS HEREBY CREATED AMONGST LOT 6A THROUGH 7A, AND ANY FUTURE SUBDIVISIONS THEREOF.
- 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.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1650L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013. FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- THE MAINTENANCE OF DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PRESENT OWNERS AND/OR OWNER'S ASSOCIATION.

REFERENCES

GENERAL LAND OFFICE RECORDS ON FILE WITH THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

CORRECTED PLAT FOR "SIERRA MONTANA PARCEL 16" RECORDED IN BOOK 640 OF MAPS, PAGE 14, MARICOPA COUNTY RECORDS

FINAL PLAT FOR "SIERRA MONTANA CROSSINGS" RECORDED IN BOOK 974 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS

REPLAT FOR "LOT 1 SIERRA MONTANA CROSSINGS" RECORDED IN BOOK 1226 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS

RESULTS OF SURVEY IN BOOK 1183 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL
DATA ON THIS 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.

MAYOR _____ DATE _____

ATTEST:

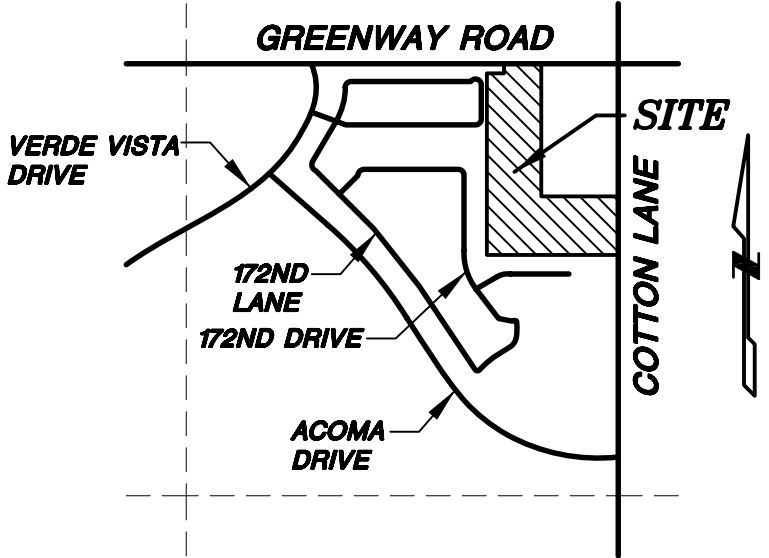
CITY CLERK _____ DATE _____

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APRIL 25, 2016
DAVID S. KLEIN
R.L.S. 42137
21415 N. 23RD AVENUE
PHOENIX, AZ 85027

-FOR REVIEW-
NOT FOR
CONSTRUCTION
OR RECORDING



VICINITY MAP
NOT TO SCALE

DESCRIPTION

LOT 6 OF THE REPLAT OF LOT 1 OF THE "FINAL PLAT FOR SIERRA MONTANA CROSSING" AS RECORDED IN BOOK 1226, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA.

AREA

LOT NO.	AREA
LOT 6A	94,178 SQ. FT. 2.162 ACRES
LOT 7A	140,082 SQ. FT. 3.216 ACRES

TOTAL	234,260 SQ. FT. 5.378 ACRES
-------	--------------------------------

SURVEYOR

SUPERIOR SURVEYING SERVICES INC.
21415 N. 23RD AVENUE
PHOENIX, AZ 85027
PHONE: (623)869-0223
FAX: (623)869-0726
CONTACT: DAVID S. KLEIN

OWNER

COTTON GREENWAY PARTNERS, LLC
c/o WINFIELD LEE INVESTMENTS
6920 E. SHEA BOULEVARD, SUITE 203
SCOTTSDALE, AZ 85254

A REPLAT OF LOT 6 OF A REPLAT OF LOT 1 PLAT
OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING
SURPRISE, ARIZONA

21415 N. 23rd Avenue, Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DWN: GBF CHK: DK
SHEET 1 OF 2
DATE: 4/26/16
JOB NO.: 151245

The first step in the process of identifying the best person for the job is to determine the essential functions of the position. This involves analyzing the job description and identifying the tasks and responsibilities that are critical to the success of the organization. Once the essential functions have been identified, the next step is to develop a list of qualifications that are necessary for someone to perform those functions effectively.



SUPERIOR
SURVEYING SERVICES, INC.

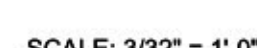
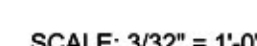
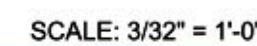
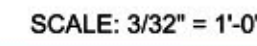


GOODWILL
at SIERRA MONTANA CROSSING
S.W.C. GREENWAY AND COTTON LANE
SURPRISE, ARIZONA

EXPIRES: 12/31/2018

0R-03

DATE: APRIL 25, 2016



1. 8 x 8 x 16 SPLIT FACE CMU WAINSCOTT-PAINTED.
2. 8 x 8 x 16 SMOOTH FACE CMU-PAINTED.
3. SIMULATED STONE VENEER OVER 8 x 8 X 16
4. EIFS FINISH ON CMU. PROVIDE BROWN COAT (PER EIFS MANUF.) AND SYNTHETIC EIFS FINISH.
5. EIFS SYSTEM ON FRAME WALL. PROVIDE 1/2 " PLYWOOD SHEATHING OVER 2x WOOD FRAMING.
6. CONT. EIFS COPING PROFILE ON FRAME WALL- PAINTED.
7. CONT. EIFS COPING PROFILE ON CMU - PAINTED
8. 8x8x16 CMU SCREEN WALL TO 8'-0" HEIGHT-PAINTED
9. CONT. PARAPET COPING-PAINTED
10. MASONRY CONTROL JOINT.
11. 3/4 " REVEAL IN EIFS SYSTEM

21. CAST IN PLACE CONCRETE CANOPY COLUMN BASE.
22. STEEL COLUMN SUPPORT ON CMU BASE - PAINTED .
23. SIMULATED STONE VENEER OVER 8x8x16 CMU CANOPY COLUMN
24. COPING PROFILE - PAINTED
25. STUCCO ON FRAME CANOPY.
26. PRE-CAST CONCRETE COPING

31. ALUMINUM STOREFRONT DOOR. - DARK BRONZE ANODIZED
32. AUTOMATIC ALUMINUM STOREFRONT DOOR
33. HOLLOW METAL DOOR AND FRAME. - PAINTED ADJACENT WALL COLOR.
34. ALUMINUM STOREFRONT WINDOW
35. ROLL UP DOOR- PAINTED

41. WALL/SURFACE MOUNTED LIGHT FIXTURE.

12 KEYNOTES

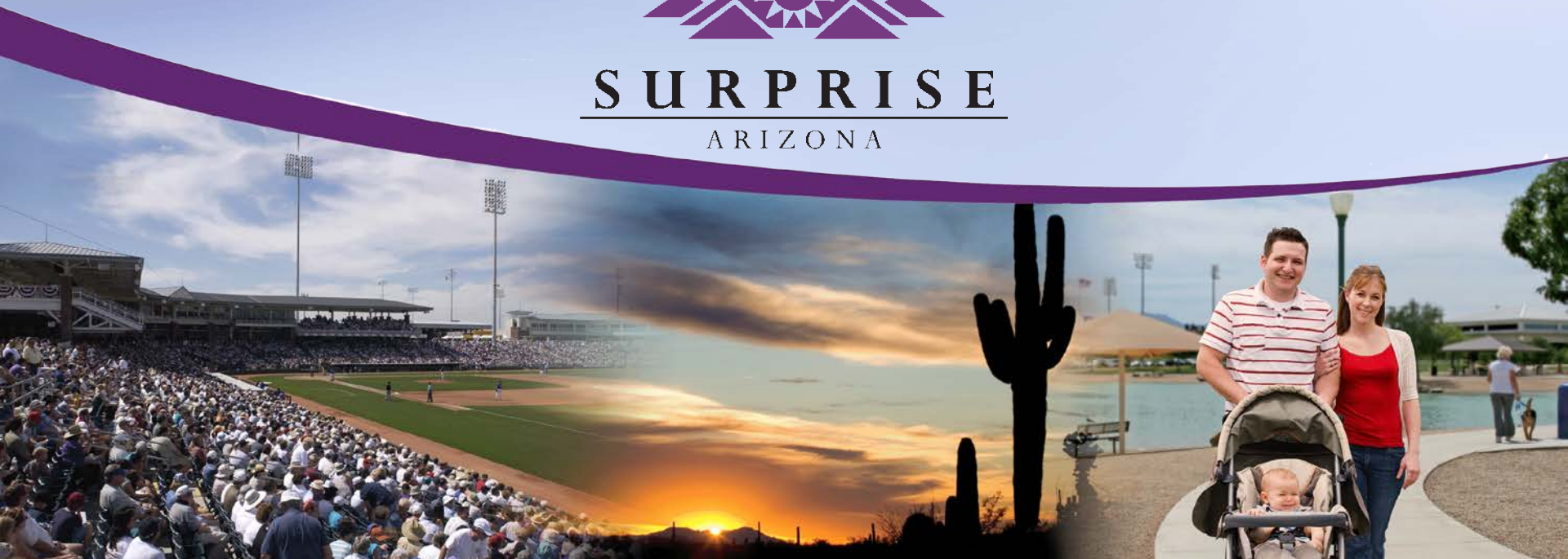
S1	SIMULATED STONE VENEER- BORAL LEDGESTONE "RED ROCK"
M1	8x8x16 SPLIT FACE CMU-INTEGRAL COLOR AUTUMN
M2	8x8x16 CMU- PAINTED P2

26 MATERIAL LEGEND

Final Plat for Goodwill at Sierra Montana Crossings

City Council

June 21, 2016



VICINITY MAP



Arizona
Traditions

Sun City Grand
Bell Road

Surprise
Farms

Mountain
Vista
Ranch

Greenway Road

Site

Legacy
Park

Waddell Road

Sarah
Ann
Ranch

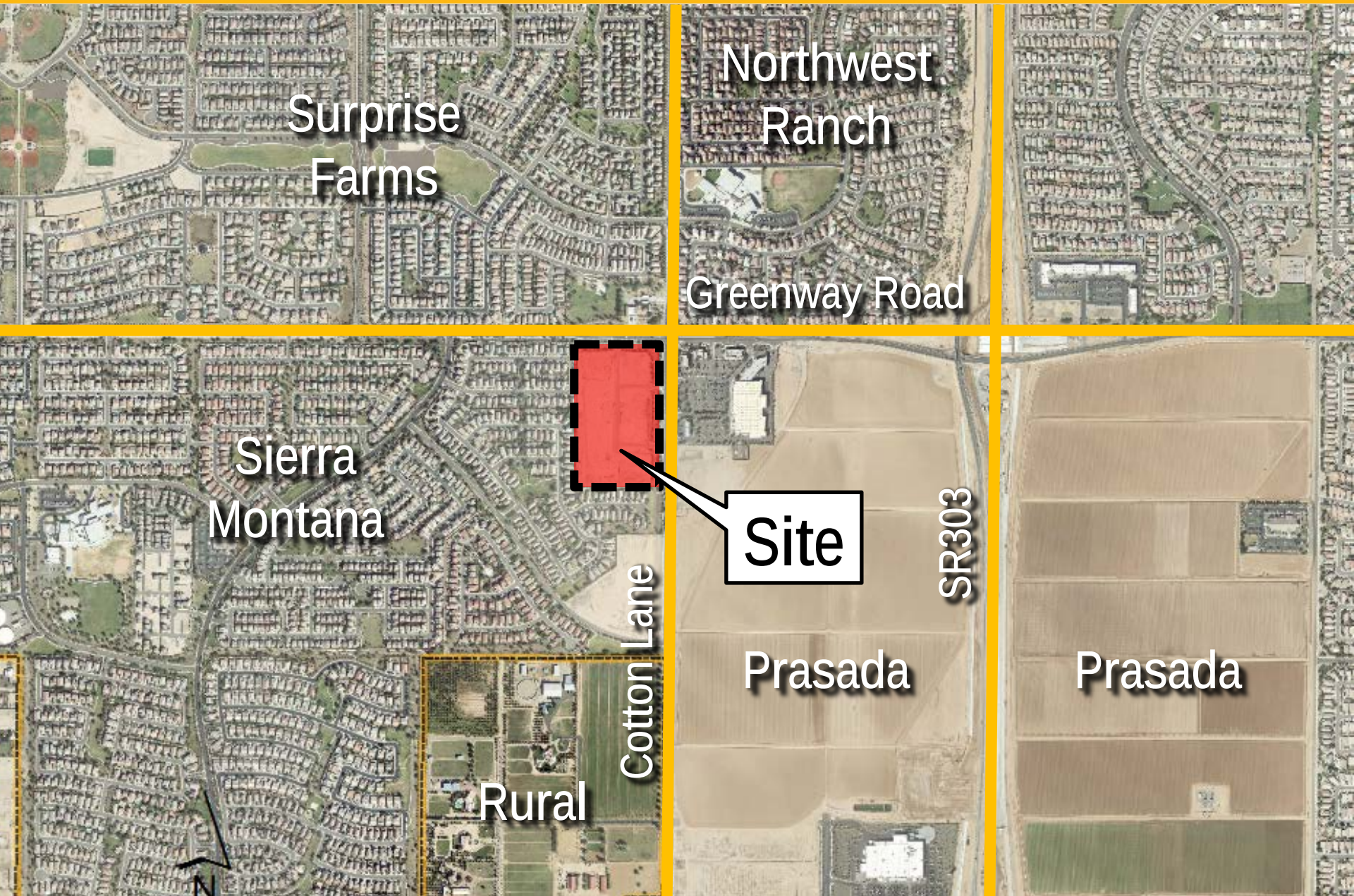
Cotton Lane

SR 303

Reems Road

Cactus Road

VICINITY MAP



VICINITY MAP



Surprise Farms

CVS

Goodwill

Sierra Montana

Pet Club

Sarah Ann Ranch

Surprise Farms

Northwest Ranch

Fry's Marketplace

Greenway Road

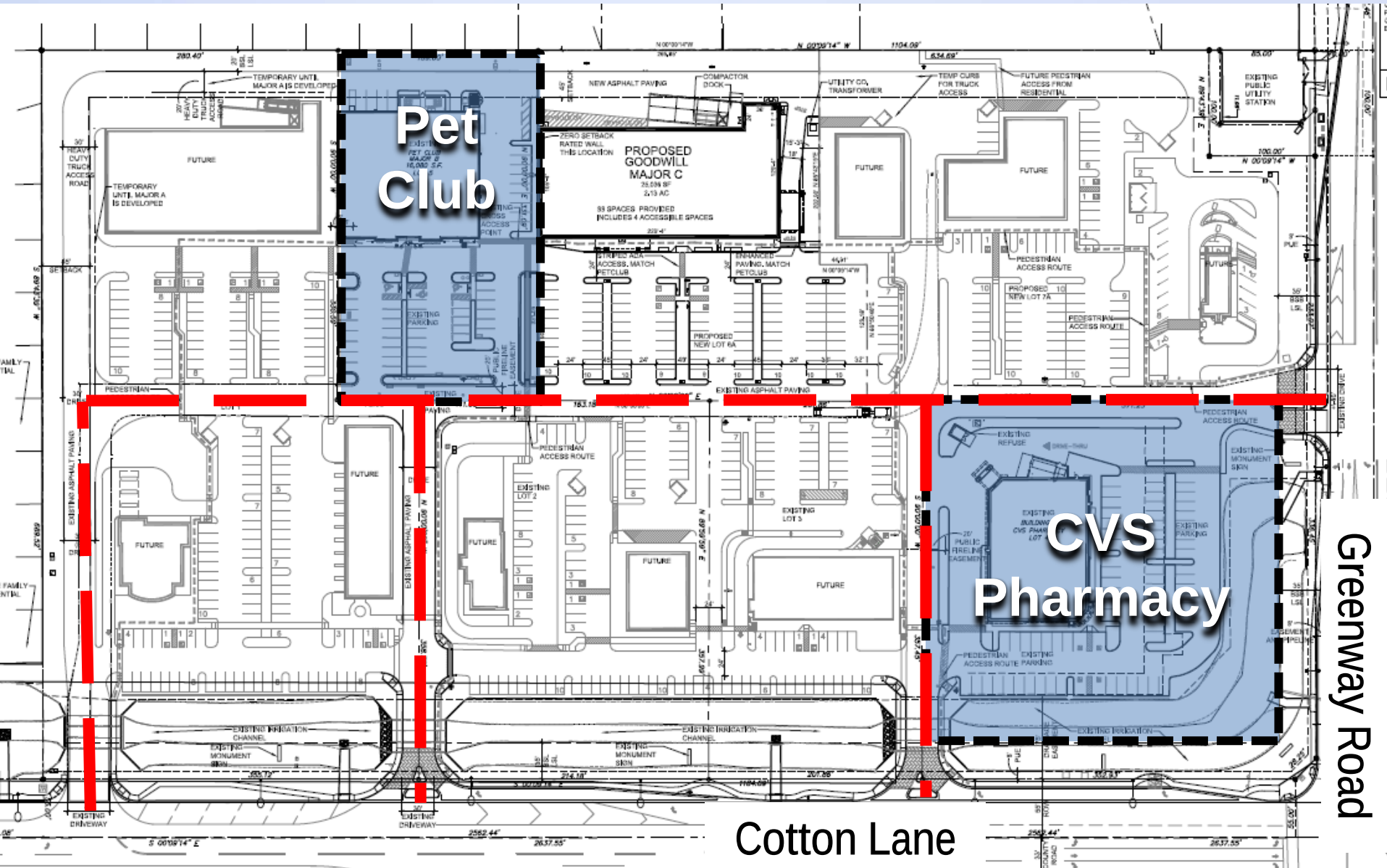
Prasada

Prasada

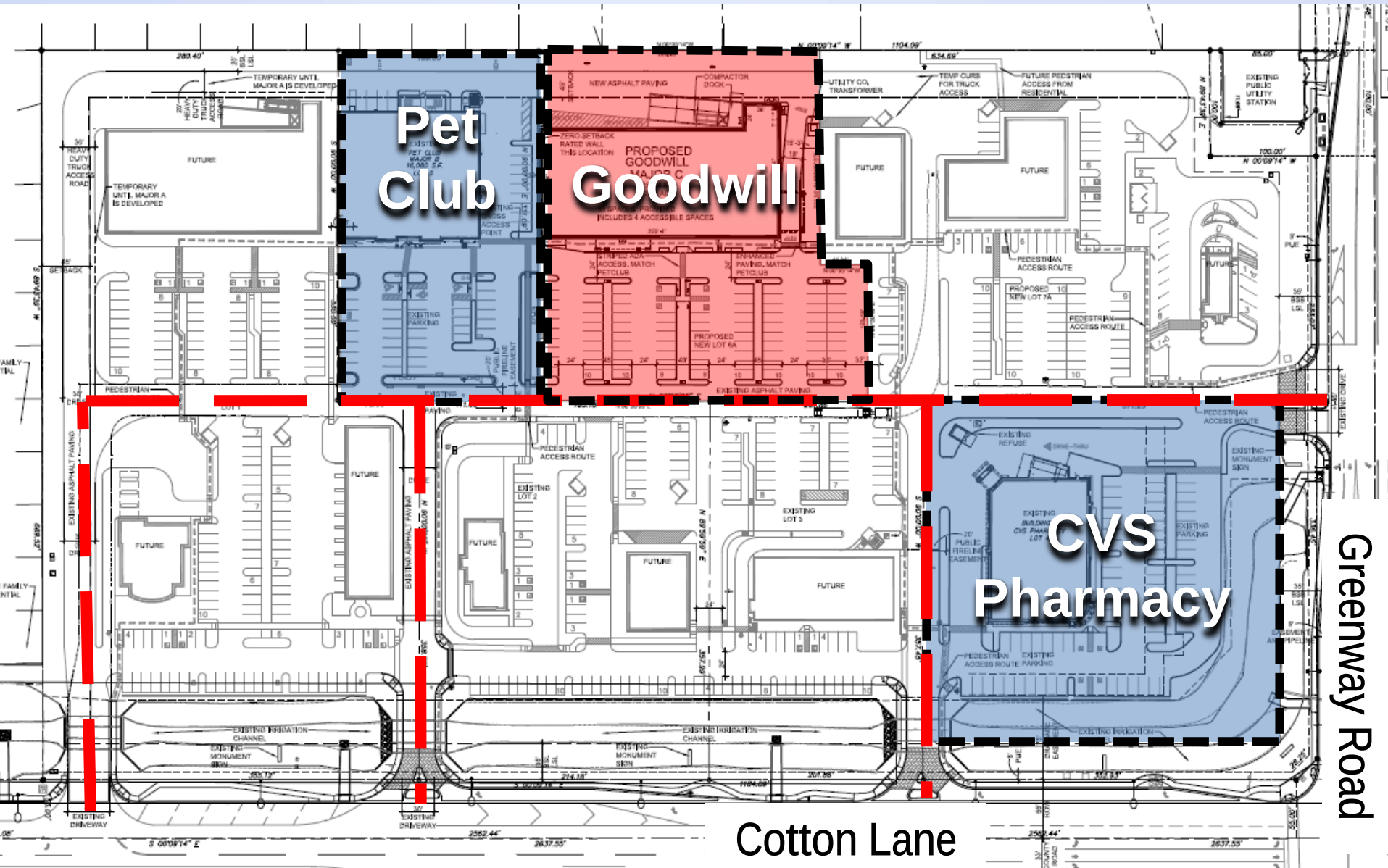
Cotton Lane

SR 303

MASTER SITE PLAN - EXISTING

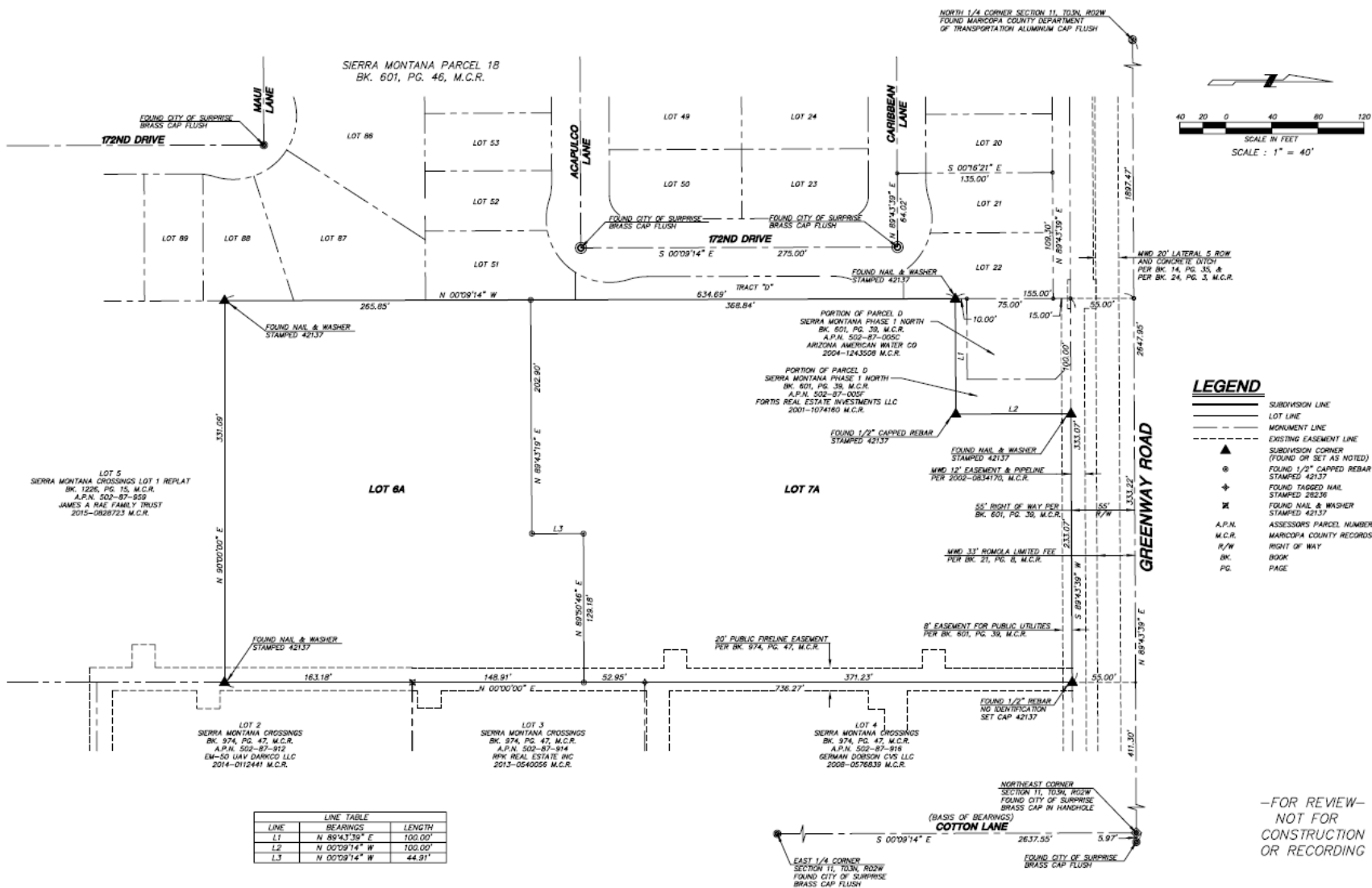


MASTER SITE PLAN - PROPOSED



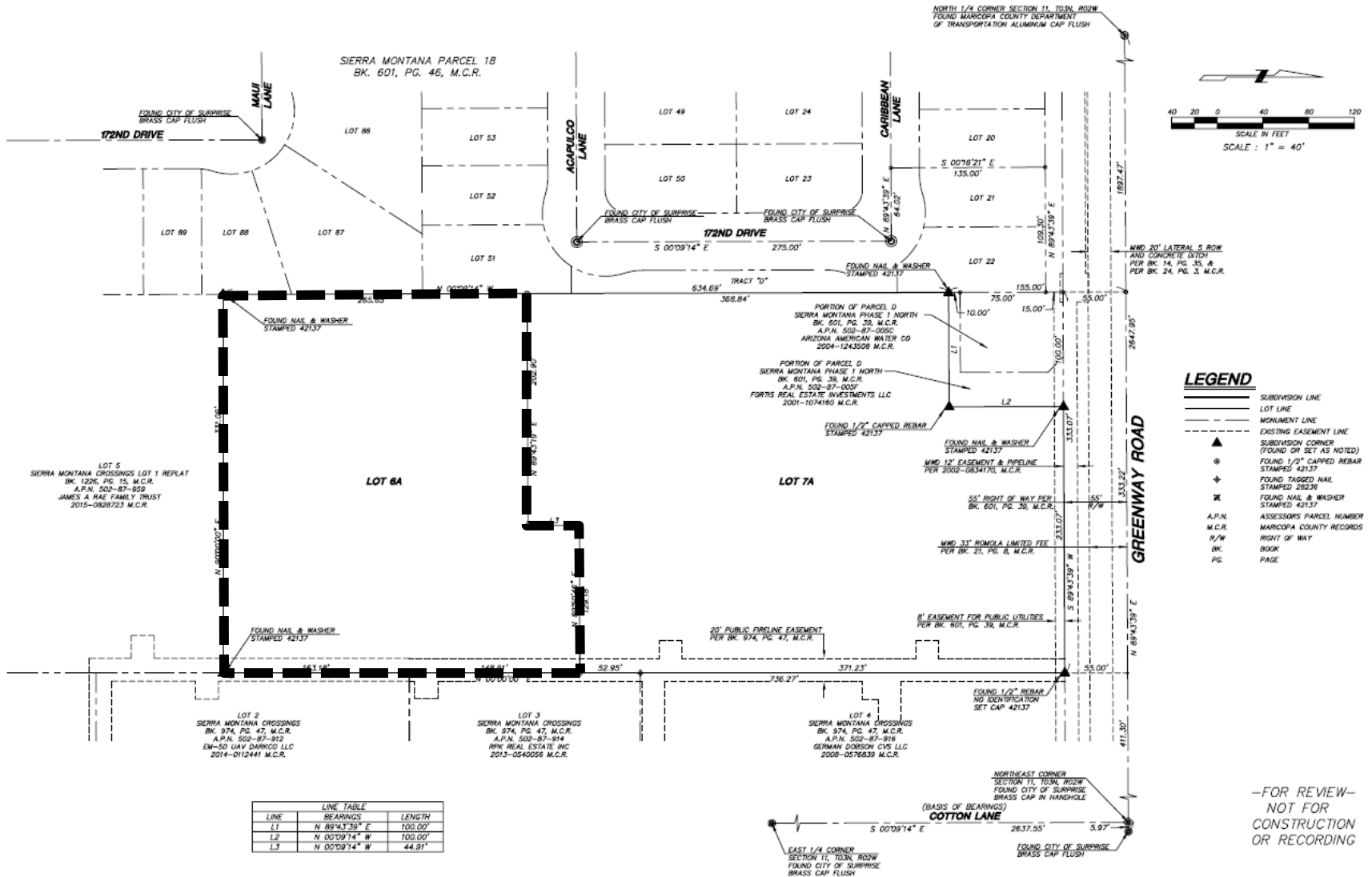
FINAL PLAT

A REPLAT OF LOT 6 OF THE "REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING" AS RECORDED IN BOOK 1226, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

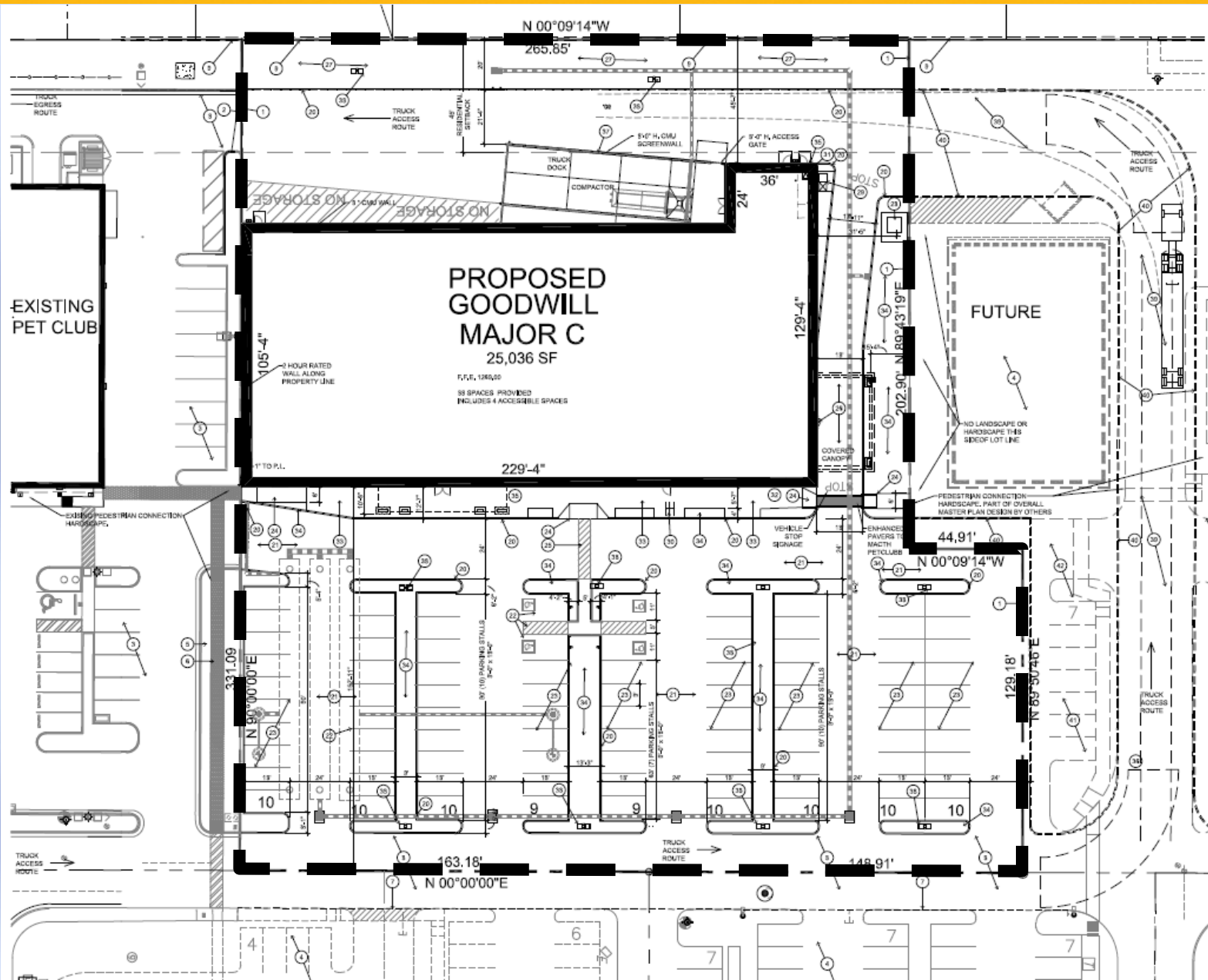


FINAL PLAT

A REPLAT OF LOT 6 OF THE "REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING" AS RECORDED IN BOOK 1226, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



SPECIFIC SITE PLAN



Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Karl Zook, Public Works Department
Submitting Department:		District:	3
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action declaring the City's intent to create the "City of Surprise, Arizona, Sycamore Farms Parcel 12 Phase 2 #138 Lighting Improvement District" pursuant to A.R.S. 48-616; Resolution # 2016-82.

Motion:

I move to approve Resolution # 2016-82.

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 ad valorem taxes based upon the assessed value of all property in 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 Sycamore Farms Parcel 12 Phase 2 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 FY2016 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 FY2016, 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 FY2017, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2016-82](#)
 - ☐ [Sycamore Farms Ph12 ph2 SLID Petition](#)
 - ☐ [MAP](#)
-

RESOLUTION # 2016-82

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 AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SYCAMORE FARMS PARCEL 12 PHASE 2 #138 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 street 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, SYCAMORE FARMS PARCEL 12 PHASE 2 #138 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 Improvement 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 ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona Sycamore Farms Parcel 12 Phase 2 #138 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 ad valorem taxes upon the assessed value of all the real and personal property in 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 ad valorem taxes upon all of the property of 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

EXHIBIT "A"
THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

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

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

THENCE South 00 deg. 21 min. 43 sec. West along the North - South mid-section line of said Section 24, a distance of 2144.81 feet;

THENCE South 89 deg. 38 min. 17 sec. East departing said mid-section line, a distance of 201.21 feet to the East right-of-way line of Bob Stump Memorial Parkway recorded in Instrument No. 2012-0499660, MCR and being in the centerline of West Cholla Street as shown in the Map of Dedication of the Retreat at Sycamore Farms, Phase 1 recorded in Book 864 of maps, Page 16, MCR, said point being the TRUE POINT OF BEGINNING;

THENCE in an easterly direction departing said East right-of-way line and continuing along the centerline of said West Cholla Street the following five (5) courses;

South 89 deg. 39 min. 13 sec. East, a distance of 376.36 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 350.00 feet, a central angle of 27 deg. 45 min. 09 sec., and being subtended by a chord which bears South 76 deg. 48 min. 52 sec. East - 167.88 feet;

Continue in a southeasterly direction along said curve to the right, a distance of 169.53 feet;

South 62 deg. 56 min. 18 sec. East tangent to said curve, a distance of 129.60 feet to a Point of Curvature of a circular curve to the left, having a radius of 365.00 feet, a central angle of 17 deg. 37 min. 11 sec., and being subtended by a chord which bears South 71 deg. 44 min. 53 sec. East - 111.80 feet;

Continue in a southeasterly direction along said curve to the left, a distance of 112.25 feet;

South 80 deg. 33 min. 29 sec. East tangent to said curve, a distance of 154.46 feet to the centerline intersection of said West Cholla Street and 165th Drive as shown on said Map of Dedication;

THENCE South 07 deg. 40 min. 56 sec. West along the centerline of said 165th Drive, a distance of 23.59 feet to a Point of Curvature of a circular curve to the right, having a radius of 905.00 feet, a central angle of 9 deg. 35 min. 16 sec., and being subtended by a chord which bears South 12 deg. 28 min. 34 sec. West - 151.26 feet;

THENCE in a southerly direction along said curve to the right and along said centerline described in Book 864 of maps, Page 16, MCR and the centerline as described in the Map of Dedication of The Retreat at Sycamore Farms, Phase 2 recorded in Book 860 of maps, Page 35, MCR, a distance of 151.44 feet;

THENCE South 17 deg. 16 min. 12 sec. West (Basis of Bearings) tangent to said curve and continuing along said centerline of 165th Drive, a distance of 824.40 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 395.00 feet, a central angle of 1 deg. 16 min. 04 sec., and being subtended by a chord which bears South 16 deg. 38 min. 11 sec. West - 8.74 feet;

THENCE in a southerly direction along said curve to the left and along said centerline, a distance of 8.74 feet;

THENCE North 73 deg. 59 min. 52 sec. West departing said centerline and non-tangent to said curve, a distance of 694.00 feet to the East right-of-way of said Bob Stump Memorial Parkway;

THENCE in a northerly direction along said East right-of-way line the following five (5) courses;

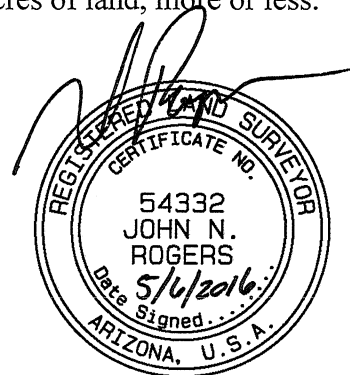
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North 00 deg. 23 min. 43 sec. East, a distance of 215.49 feet;

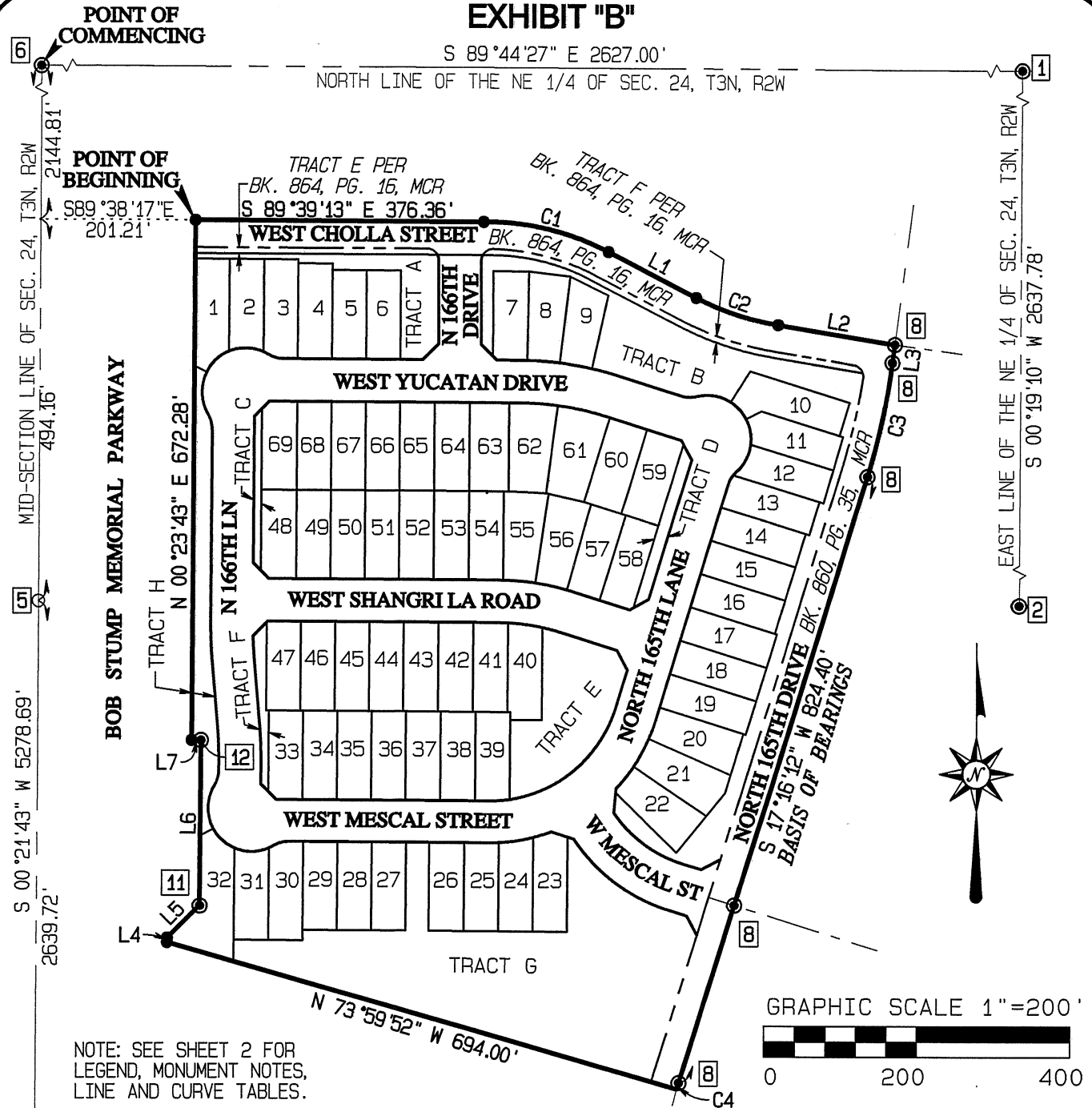
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North 00 deg. 23 min. 43 sec. East, a distance of 672.28 feet to the POINT OF BEGINNING, containing 797,988 square feet or 18.319 acres of land, more or less.



EXPIRES 3/31/2019

EXHIBIT "B"



NOTE: SEE SHEET 2 FOR
LEGEND, MONUMENT NOTES,
LINE AND CURVE TABLES.

STREET LIGHT IMPROVEMENT DISTRICT
"THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"
PORTION OF THE EAST HALF OF SECTION 24
TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

GOODWIN
AND
MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. ALMA SCHOOL RD #2, CHANDLER, AZ 85286
(602) 218-7285

Scale: 1" = 200'

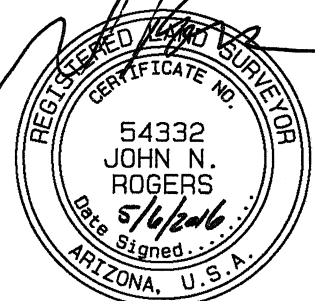
Date: 5/6/2016

Job No.: 10569A

Drafted: J.N.R.

Checked: R.D.H.

PAGE 1 OF 2



EXPIRES 3/31/2019

EXHIBIT "B"

LEGEND

●	FOUND MONUMENT AS NOTED
●	BOUNDARY CORNER
○	CALCULATED POINT. NOTHING FOUND AND NOTHING SET
MCR	MARICOPA COUNTY RECORDS
BK.	BOOK
PG.	PAGE
—	DISTRICT BOUNDARY LINE
—	TRACT LINE
----	SECTION LINE
- - - -	CENTER LINE

MONUMENT NOTES

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- 2 FOUND BRASS CAP IN HANDHOLE, "CITY OF SURPRISE", EAST QUARTER CORNER SECTION 24, T3N, R2W
- 4 FOUND BRASS CAP IN HANDHOLE, "ARIZONA DEPARTMENT OF TRANSPORTATION", SOUTH QUARTER CORNER SECTION 24, T3N, R2W
- 5 CALCULATED CENTER OF SECTION 24, T3N, R2W (NOTHING FOUND OR SET)
- 6 FOUND BRASS CAP IN HANDHOLE, "MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION", NORTH QUARTER CORNER SECTION 24, T3N, R2W
- 8 FOUND BRASS CAP FLUSH, "CITY OF SURPRISE"
- 11 FOUND IRON BAR NO TAG, ACCEPTED
- 12 FOUND 1/2-INCH REBAR WITH RED CAP RLS #13222, ACCEPTED

LINE TABLE

LINE	BEARING	DISTANCE
L1	S62°56'18"E	129.60'
L2	S80°33'29"E	154.46'
L3	S07°40'56"W	23.59'
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C2	365.00'	112.25'	17°37'11"	S71°44'53"E	111.80'
C3	905.00'	151.44'	9°35'16"	S12°28'34"W	151.26'
C4	395.00'	8.74'	1°16'04"	S16°38'11"W	8.74'

STREET LIGHT IMPROVEMENT DISTRICT
 "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"
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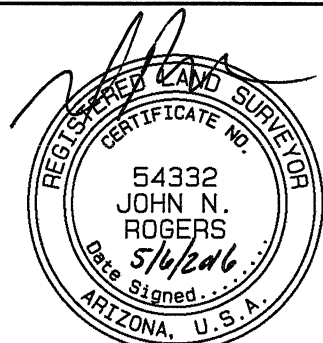
PAGE 2 OF 2

GOODWIN
 AND
 MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. ALMA SCHOOL RD #2, CHANDLER, AZ 85286
 (602) 218-7285

Scale : NONE
 Date : 5/6/2016
 Job No. : 10569A
 Drafted : J.N.R.
 Checked : R.D.H.



EXPIRES 3/31/2019

UNANIMOUS PETITION
FOR FORMATION
OF
CITY OF SURPRISE, ARIZONA
SYCAMORE FARMS PARCEL 12 PHASE 2 #138 LIGHTING IMPROVEMENT DISTRICT

STATE OF ARIZONA
COUNTY OF MARICOPA
CITY OF SURPRISE

We, the undersigned ("Petitioner"), are the owners, exclusive of mortgagees and other lien holders, of all of the real property with the limits of the area and district legally described in **Exhibit A**, attached hereto, and with such boundaries as shown in the map attached hereto as **Exhibit B** ("District").

We hereby petition the Mayor and Council of the City of Surprise, Arizona ("City") to establish a street light improvement district pursuant to A.R.S. §§ 48-571 et seq., as amended, and specifically, A.R.S. §§ 48-615 - 48-617, for the purpose of purchasing energy for the lighting of public streets and parks within the described District and maintenance of such lighting facilities.

It is hereby requested, that the City Council after verifying that the petition is signed by all of the real property owners, exclusive of mortgagees and other lienholders within the District, and making a finding of such fact, adopt a Resolution of Intention to order the proposed improvements pursuant to A.R.S. § 48-576 ("Improvements"), and request that the City Council assume immediate jurisdiction and order the Improvements pursuant to A.R.S. § 48-581, without the necessity of publication and posting of the Resolution of Intention provided for in A.R.S. § 48-578.

We respectfully request that the District be established as follows:

I. District. The name of the District to be formed shall be "CITY OF SURPRISE, ARIZONA SYCAMORE FARMS PARCEL 12 PHASE 2 #138 LIGHTING IMPROVEMENT DISTRICT";

II. Authority. The District shall be formed and shall exist, pursuant to the terms and provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended, and subject to A.R.S. § 48-616, as amended;

III. Expenses of the District. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the District, which shall be provided for the levy and collection of taxes upon all the real and personal property in 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 A.R.S. § 42-17101 et seq., §§ 42-17151 - 42-17152, as amended, and 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 taxes levied and assessed upon all of the property of the District and collect, as Maricopa County, Arizona ("County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. Taxes shall be levied and assessed on the basis of ad valorem taxes upon the assessed value of all the property real and personal in the District.

All statutes providing for the levy and collection of State of Arizona ("State") and County taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, shall be applicable to District taxes as provided to be levied under A.R.S. § 48-616, as amended.

IV. Maximum Assessment. 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 Twenty Cents (\$1.20) upon each hundred dollars of taxable valuation in any year.

V. Purpose. The District shall be authorized to engage in any activity as provided in A.R.S. § 48-616, as may be amended from time to time, i.e., contracting for and purchasing of energy for street and public park lighting;

VI. Non-Exclusive. 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 constructing street lighting facilities within any part or all of the same territory as the District; and

VII. Public Property. Any public street or alley within the area proposed for the District shall be omitted from the assessment. Any lot belonging to the United States, the State, County, City, school district or political subdivision or institution of the State or County that is included within the proposed District shall be omitted from the assessment.

VIII. Public Need. Public convenience and necessity require the adoption of the Resolution.

Petitioner hereby further REPRESENTS and WARRANTS to the City:

That on the date hereof, as shown on the assessment roll for State and County taxes, the real property to be in the District is owned by the Petitioner or, if a person listed on such assessment roll is no longer the owner of real property in the District, that the name of the successor owner has become known and has been verified by recorded deed or other similar evidence of transfer of ownership to be the Petitioner;

That the real property to be included in the District will be benefited from the Improvement;

Petitioner ACKNOWLEDGES, COVENANTS to the City and AGREES:

That the Improvements be ordered and expenses of the District be paid for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District;

That the Petitioner shall, at its sole cost and expense, provide to Arizona Public Service Company ("APS") such lighting facilities as may be required by APS and the City. Letters from APS and the City Engineer approving the lighting facilities plans are attached hereto in **Exhibit C**;

That the rate to be paid by the City for purchasing energy for the District shall be the rate described on **Exhibit D** attached hereto, or as may be approved from time to time;

That, pursuant to A.R.S. § 42-17257, as amended, the City must first be authorized by the Arizona Department of Revenue to assess, levy and collect taxes relating to the District;

That Taylor Morrison/Arizona, Inc. [DEVELOPER], or any successor shall pay to the City, upon demand, all costs and expenses of the District, including all costs and expenses reasonably related to creating the District and all costs and expenses of purchasing energy for street and public park lighting for the District until such time as the City is actually collecting taxes relating to the District in an amount sufficient to pay all costs and expenses of the District; and

WHEREFORE, Petitioner respectfully prays that this Petition be properly filed as provided by law; that the Mayor and Council of the City adopt the Resolution; and undertake such other orders, acts, procedures and relief as are proper, necessary and appropriate to the purposes of forming the District and to the execution of the purposes for which the District shall be organized as the Mayor and Council of the City deem proper and necessary.

PETITIONER FOR CITY OF SURPRISE, ARIZONA

SYCAMORE FARMS PARCEL 12 PHASE 2 #138 LIGHTING IMPROVEMENT DISTRICT:

[ALL PROPERTY OWNERS WITHIN THE PROPOSED DISTRICT MUST SIGN. IF PROPERTY IS JOINTLY OWNED, SUCH AS BY HUSBAND AND WIFE, BOTH MUST SIGN.]

Property Owner: Taylor Morrison/Arizona, Inc.,
an Arizona Corporation

By: Shannon Francisco
(Name) SHANNON FRANCISCO
Its: (Title) VICE PRESIDENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 13th day of May, 2016, by Shannon Francisco who executed the foregoing on behalf of Taylor Morrison/ Arizona, Inc., an Arizona Corporation, being authorized so to do for the purposes therein contained.

Lynne M. Dugan
Notary Public

My Commission Expires:

6.2.19

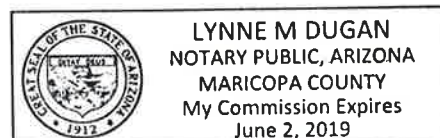


EXHIBIT A
SYCAMORE FARMS PARCEL 12 PHASE 2
LIGHTING IMPROVEMENT DISTRICT

LEGAL DESCRIPTION

EXHIBIT "A"
THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

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

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

THENCE South 00 deg. 21 min. 43 sec. West along the North - South mid-section line of said Section 24, a distance of 2144.81 feet;

THENCE South 89 deg. 38 min. 17 sec. East departing said mid-section line, a distance of 201.21 feet to the East right-of-way line of Bob Stump Memorial Parkway recorded in Instrument No. 2012-0499660, MCR and being in the centerline of West Cholla Street as shown in the Map of Dedication of the Retreat at Sycamore Farms, Phase 1 recorded in Book 864 of maps, Page 16, MCR, said point being the TRUE POINT OF BEGINNING;

THENCE in an easterly direction departing said East right-of-way line and continuing along the centerline of said West Cholla Street the following five (5) courses;

South 89 deg. 39 min. 13 sec. East, a distance of 376.36 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 350.00 feet, a central angle of 27 deg. 45 min. 09 sec., and being subtended by a chord which bears South 76 deg. 48 min. 52 sec. East - 167.88 feet;

Continue in a southeasterly direction along said curve to the right, a distance of 169.53 feet;

South 62 deg. 56 min. 18 sec. East tangent to said curve, a distance of 129.60 feet to a Point of Curvature of a circular curve to the left, having a radius of 365.00 feet, a central angle of 17 deg. 37 min. 11 sec., and being subtended by a chord which bears South 71 deg. 44 min. 53 sec. East - 111.80 feet;

Continue in a southeasterly direction along said curve to the left, a distance of 112.25 feet;

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THENCE in a southerly direction along said curve to the right and along said centerline described in Book 864 of maps, Page 16, MCR and the centerline as described in the Map of Dedication of The Retreat at Sycamore Farms, Phase 2 recorded in Book 860 of maps, Page 35, MCR, a distance of 151.44 feet;

THENCE South 17 deg. 16 min. 12 sec. West (Basis of Bearings) tangent to said curve and continuing along said centerline of 165th Drive, a distance of 824.40 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 395.00 feet, a central angle of 1 deg. 16 min. 04 sec., and being subtended by a chord which bears South 16 deg. 38 min. 11 sec. West - 8.74 feet;

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THENCE North 73 deg. 59 min. 52 sec. West departing said centerline and non-tangent to said curve, a distance of 694.00 feet to the East right-of-way of said Bob Stump Memorial Parkway;

THENCE in a northerly direction along said East right-of-way line the following five (5) courses;

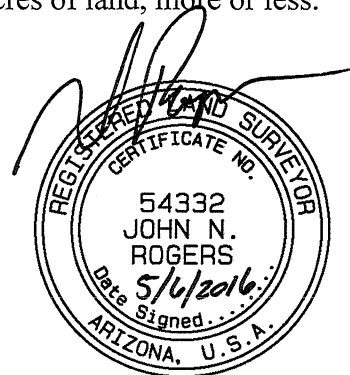
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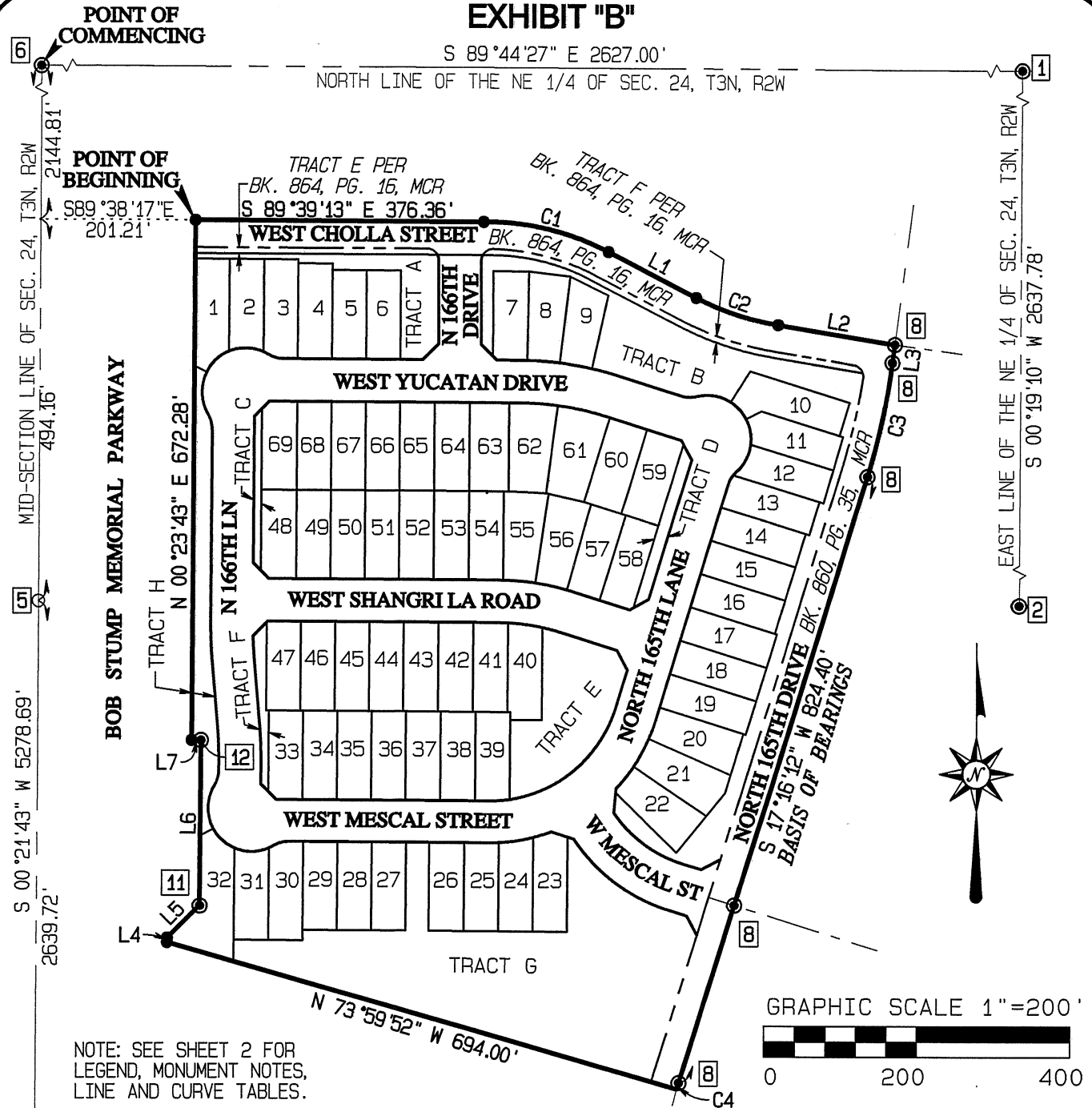


EXPIRES 3/31/2019

EXHIBIT B
SYCAMORE FARMS PARCEL 12 PHASE 2
LIGHTING IMPROVEMENT DISTRICT

BOUNDARY MAP

EXHIBIT "B"



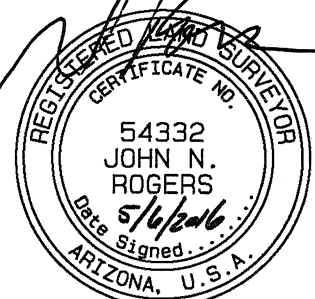
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**GOODWIN
 AND
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CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
 2705 S. ALMA SCHOOL RD #2, CHANDLER, AZ 85286
 (602) 218-7285

Scale: 1" = 200'
 Date: 5/6/2016
 Job No.: 10569A
 Drafted: J.N.R.
 Checked: R.D.H.

PAGE 1 OF 2



EXPIRES 3/31/2019

EXHIBIT "B"

LEGEND

●	FOUND MONUMENT AS NOTED
•	BOUNDARY CORNER
○	CALCULATED POINT. NOTHING FOUND AND NOTHING SET
MCR	MARICOPA COUNTY RECORDS
BK.	BOOK
PG.	PAGE
—	DISTRICT BOUNDARY LINE
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LINE TABLE

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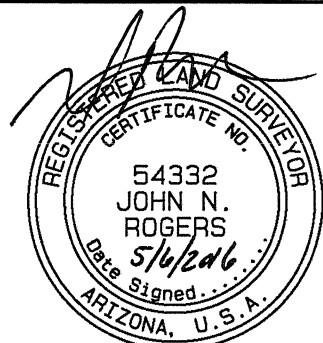
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PAGE 2 OF 2



EXPIRES 3/31/2019

EXHIBIT C

**SYCAMORE FARMS PARCEL 12 PHASE 2
LIGHTING IMPROVEMENT DISTRICT**

APPROVAL LETTERS FOR REQUIRED LIGHTING FACILITIES

(Per City of Surprise and Arizona Public Services Company)



ENGINEERING SUBMITTAL # FS14-156 IS APPROVED.

YOU MAY NOW BEGIN THE PERMIT PROCESS.

NOTE: ALL CITY APPROVED PLANS ARE VALID FOR 180 DAYS FROM PLAN APPROVAL DATE. ALL PERMITS MUST BE ISSUED WITHIN 180 DAYS OR PLANS WILL EXPIRE AND RE-APPROVAL WILL BE REQUIRED ALONG WITH ANY ASSOCIATED FEES.

NOTE: PERMITS ARE VALID FOR 180 DAYS FROM DATE OF ISSUANCE. UPON GOOD FAITH OF CONTINUED CONSTRUCTION AND AT THE DISCRETION OF THE CITY ENGINEER, A ONE TIME REQUEST FOR EXTENSION OF PERMITS MAY BE REQUESTED AT NO ADDITIONAL FEE. THIS REQUEST MUST OCCURE PRIOR TO PERMIT EXPIRATION. THIS EXTENTION WILL BE GRANTED FOR AN ADDITIONAL 180 DAYS.

NOTE: IF PERMITS ARE ALLOWED TO EXPIRE OR CONSTRUCTION HAS NOT BEGUN WITHIN THE FIRST 180 DAYS OF PERMIT ISSUANCE, AN ADDITIONAL FEE SHALL BE REQUIRED FOR AN EXTENSION OF PERMITS IN THE AMOUNT OF ONE HALF THE ORIGINAL PERMIT FEE.

PLAN APPROVAL AND PERMITTING REQUIREMENTS

As per City code, it is required that the developer/contractor installing improvements on dedicated city property secure financial assurance prior to permit issuance.
For additional information and requirements, refer to the Financial Assurance Packet.

A list of other required items specific to your project is located on page 2 of this document. These items should be submitted as soon as possible to speed the permitting process.

Prior to issuance of City of Surprise Inspection Permits, the following information is required:

1. Copy of the Maricopa County Dust Control Permit for the approved project.
2. Copy of the Maricopa County Letter of Approval to Construct (ATC).
3. Name, address and phone number of developer, contractor and all sub-contractors.
4. Copy of developer, contractor and all sub-contractors current city business licenses.
5. A written statement indicating the source of construction water.

In order to begin construction within City ROW, a Pre-Construction Conference is required:

Contractor must submit the following at or prior to the pre-construction conference:

- Project schedule
- List of proposed subcontractors and material suppliers
- Traffic control plan(s)
- Designated traffic control coordinator
- List of supervisory personnel and emergency contact name and numbers

As a minimum, the pre-construction conference will cover the following:

- Review of the contractor's schedule;
- Introduction of key project members
- Quality control efforts by the contractor;
- Plans and specifications clarification;□□□□
- City and neighborhood concerns.
- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

To schedule the pre-construction meeting, please contact 623-222-6150.

Prior to start of work, the inspector will be scheduled by the on-site foreman 24 hours in advance. Each phase of work will require an inspection before proceeding to the next phase. The contractor is responsible to schedule inspections in advance. Except in emergencies, same-day scheduling will not be accepted.

Date: May 09, 2016
Project: The Retreat at Sycamore Farms Parcel 12 Phase 2
LIS Engineering #: FS14-156
Applicant: Taylor Morrison
Plan Reviewer: Dan Shaffer

Signatures Required:

 X Maricopa County
 X AZ American Water
 Other:

APPROVED CIVIL PLANS:

IMPROVEMENTS PLANS

THE FOLLOWING ITEMS MUST BE SUBMITTED PRIOR TO REQUEST FOR PERMITS:

- A copy of the City of Surprise Plan Approval Letter
- (2) copies of the associated City of Surprise approved plan with all required signatures (Indicated by above required signatures as checked)
- (1) copies of approved plans in AutoCAD format on CD.
(See plan review and permitting packet for specific formatting requirements-CDs will be returned and permits held if CD is not in the correct format.)
- A copy of related City approved drainage report in PDF format on CD
- A stamped engineer's cost estimate or contractors cost of all required permitting items.
(Estimates must be broken down by permit as listed below and must indicate item, quantity and cost per each. Lump sum totals will not be accepted.)
- The original copy of financial assurance documents (if not previously submitted).
- Copy of the Notice of Intent (NOI) from ADEQ.

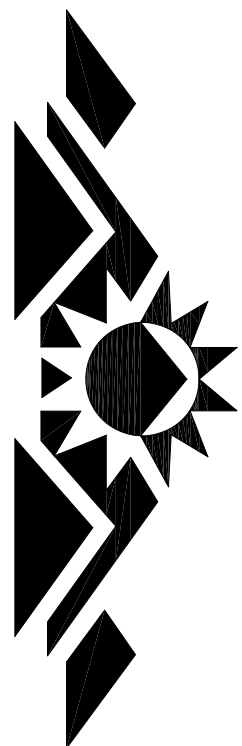
APPROVED PERMITS:

E16P-0279	GRADING	GRADING
E16P-0280	DRAINAGE	STORM DRAIN
E16P-0281	DRAINAGE	DRY WELL
E16P-0284	CONCRETE	CITY CONCRETE
E16P-0285	PAVING	CITY PAVING
E16P-0282	SEWER	CITY SEWER
E16P-0283	WATER	PRIVATE WATER
E16P-0286	TRAFFIC	SIGNAGE AND STRIPING

****Please Refer to Engineering Fee Schedule for Permit Fees****

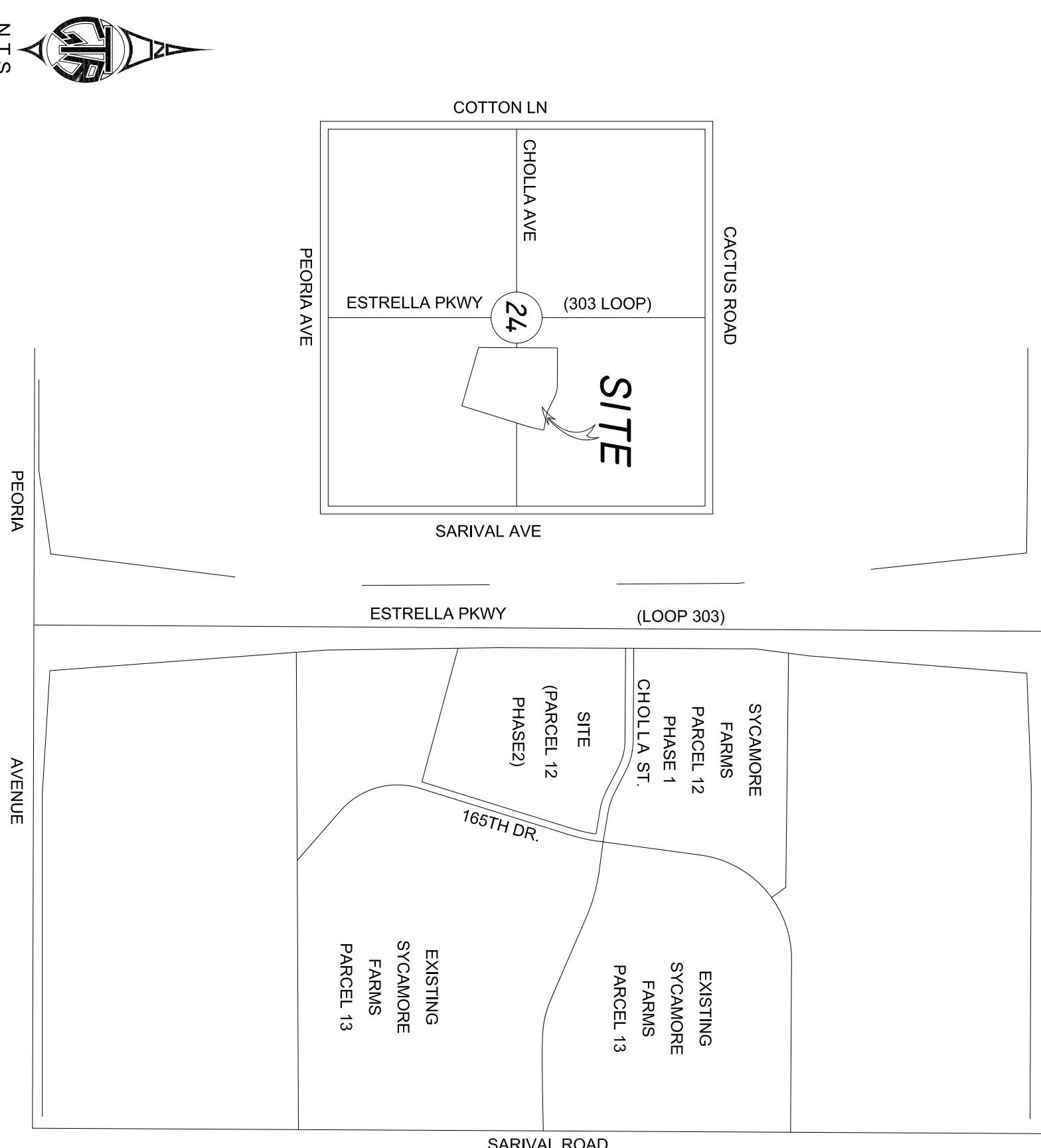
We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Joe Garza at 623-222-6141.

THE RETREAT AT SYCAMORE FARMS
PARCEL 12, PHASE 2
STREET LIGHT PLANS



SURPRISE
ARIZONA

VICINITY & LOCATION MAP



ENGINEERS NOTES

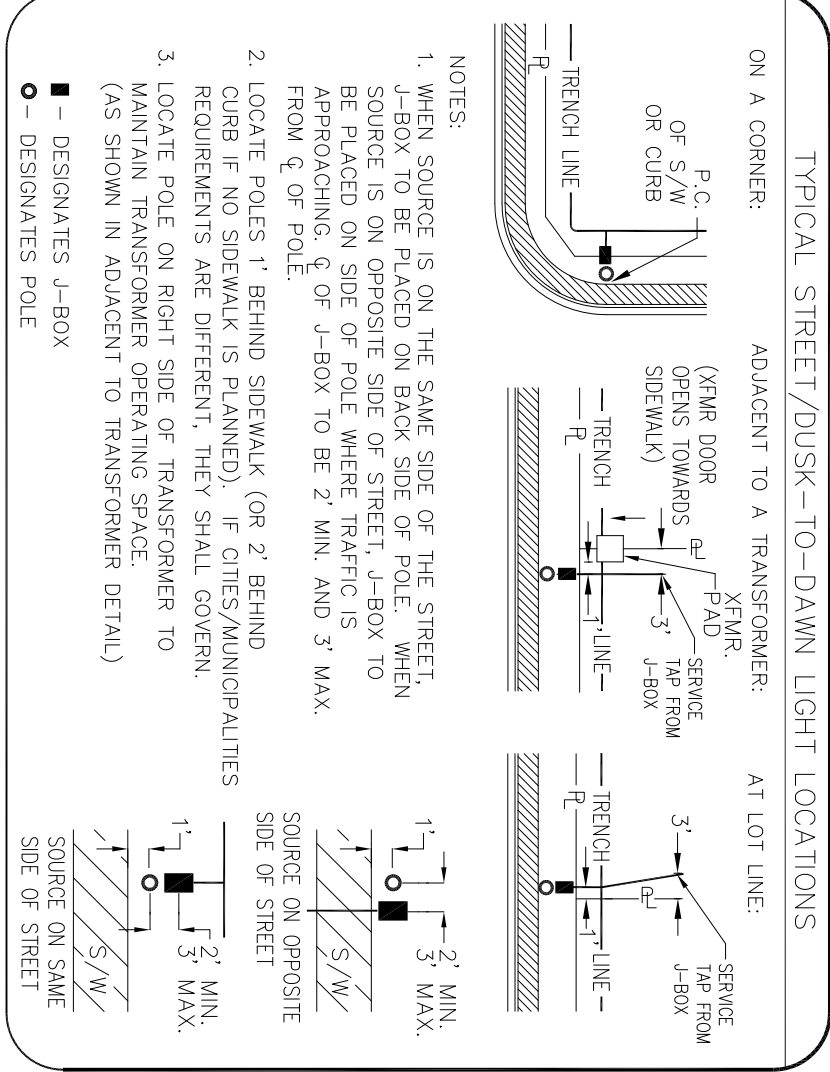
1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE LOCATION OF ANY OBSTRUCTIONS AND UTILITY LINES BY THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND THE LOCATION OF ALL OBSTRUCTIONS AND UTILITY LINES. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OR RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL OBSTRUCTIONS AND UTILITY LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL OBSTRUCTIONS AND UTILITY LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL OBSTRUCTIONS AND UTILITY LINES.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER SHALL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. GTR ENGINEERING, LLC, ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND AFS EQUIPMENT.

CITY OF SURPRISE NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL OBSTRUCTIONS AND UTILITY LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL OBSTRUCTIONS AND UTILITY LINES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT TO BE CONSIDERED AS EXACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL OBSTRUCTIONS AND UTILITY LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL OBSTRUCTIONS AND UTILITY LINES.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-FOUR (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (602) 226-1930.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS, ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO COMPLY WITH THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA, REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE CONSIDERED AS A CONSTRUCTION WATER SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL OBSTRUCTIONS AND UTILITY LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL OBSTRUCTIONS AND UTILITY LINES.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (EVA) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. EVA ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACTS ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

GENERAL NOTES

1. THE ELECTRICAL MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DISTRICT (SID). THE ADJACENT DEVELOPER'S COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE PAID TO THE CITY OF SURPRISE'S BIDDING BILL.



60W LED
(APS 8030)
DETAIL 1

1. GROUND ATTACHMENT
2. ROD COPPER/CLAD GRO. .586" x 8"
3. #14 BARE SOLID COPPER

CALL TWO WORKING DAYS BEFORE YOU DIE
1-800-268-1100
1-800-STAY-IT
(OUTSIDE MARICOPA COUNTY)

- INDEX
- 1 - COVER SHEET
 - 2 - STREET LIGHT LAYOUT
 - 3 - PHOTOMETRICS

DETAILS AND LEGEND FOR STREETLIGHTS:

1. INSTALL ONE SINGLE 60W LED ARCHITECTURAL SHOEBOX WITH PHOTOELECTRIC CONTROL ON A 36'-0" SQUARE POLE WITH ONE SINGLE 2'-0" WEST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK.
 2. INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
 3. SEE DETAIL 1.
- INSTALL AN AFS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL).
- EXISTING / PROPOSED SINGLE ARCHITECTURAL STREETLIGHT
- EXISTING / PROPOSED DOUBLE ARCHITECTURAL STREETLIGHT
- FIRE HYDRANT LOCATION PER CIVIL PLANS

OWNER/DEVELOPER	ELECTRICAL ENGINEER	CIVIL ENGINEER
TAYLOR MORRISON HOMES ATTN: JEFF DEASON 9000 E. PIMA CENTER PARKWAY SUITE 350, SCOTTSDALE, AZ 85258 PHONE: (480) 344-7000 FAX: (480) 344-7001	GTR ENGINEERING ATTN: JADE GOULD P.E. 4643 N. 12TH STREET PHOENIX, AZ 85014 PHONE: (602) 241-1144 FAX: (602) 241-1149	GOODWIN & ASSOCIATES ATTN: WARREN RUSSELL P.E. 6809 W. RAY ROAD #15 CHANDLER, AZ 85226 PHONE: (602) 216-7265

CITY OF SURPRISE RE-APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

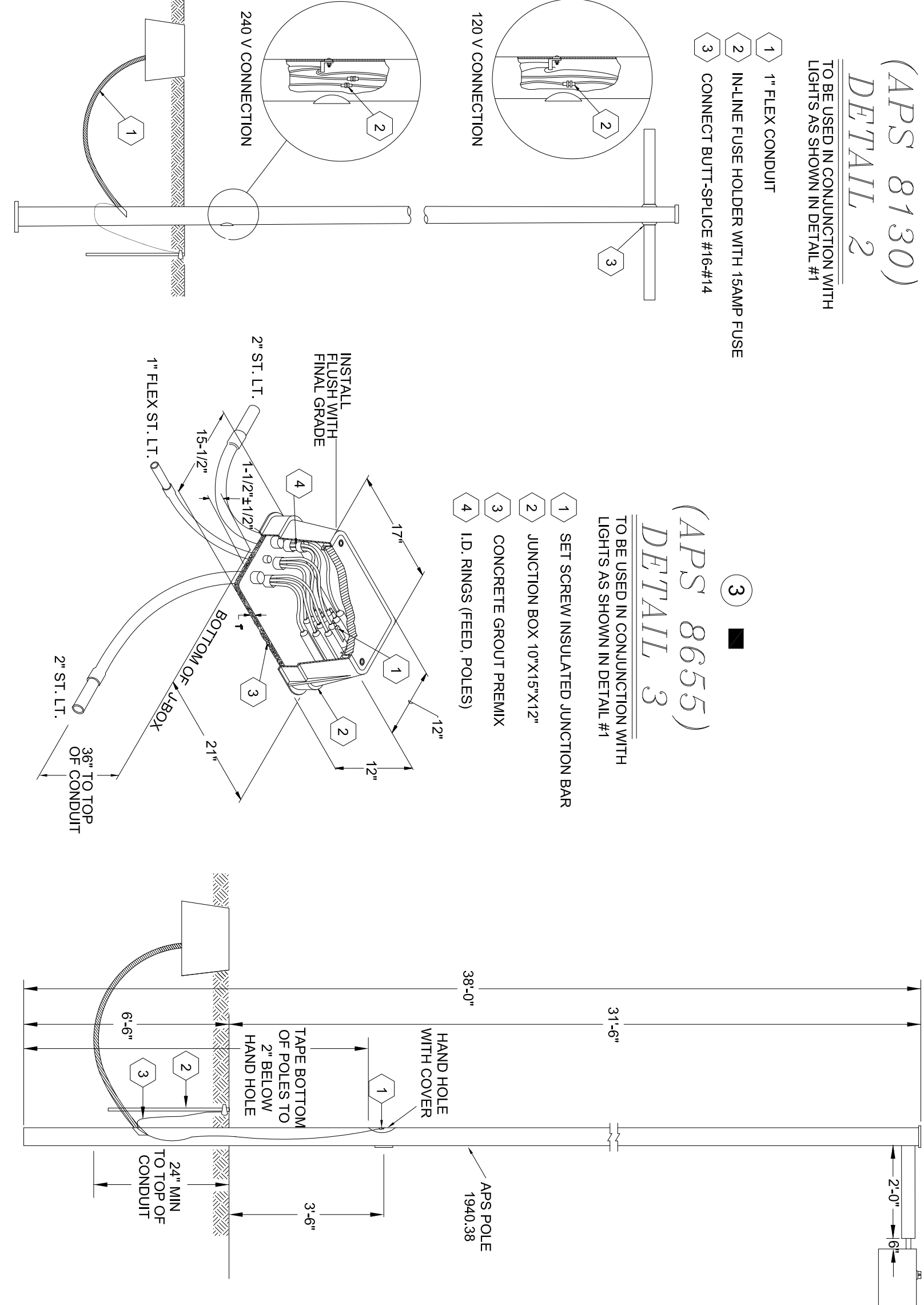
CITY OF SURPRISE ENGINEER

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

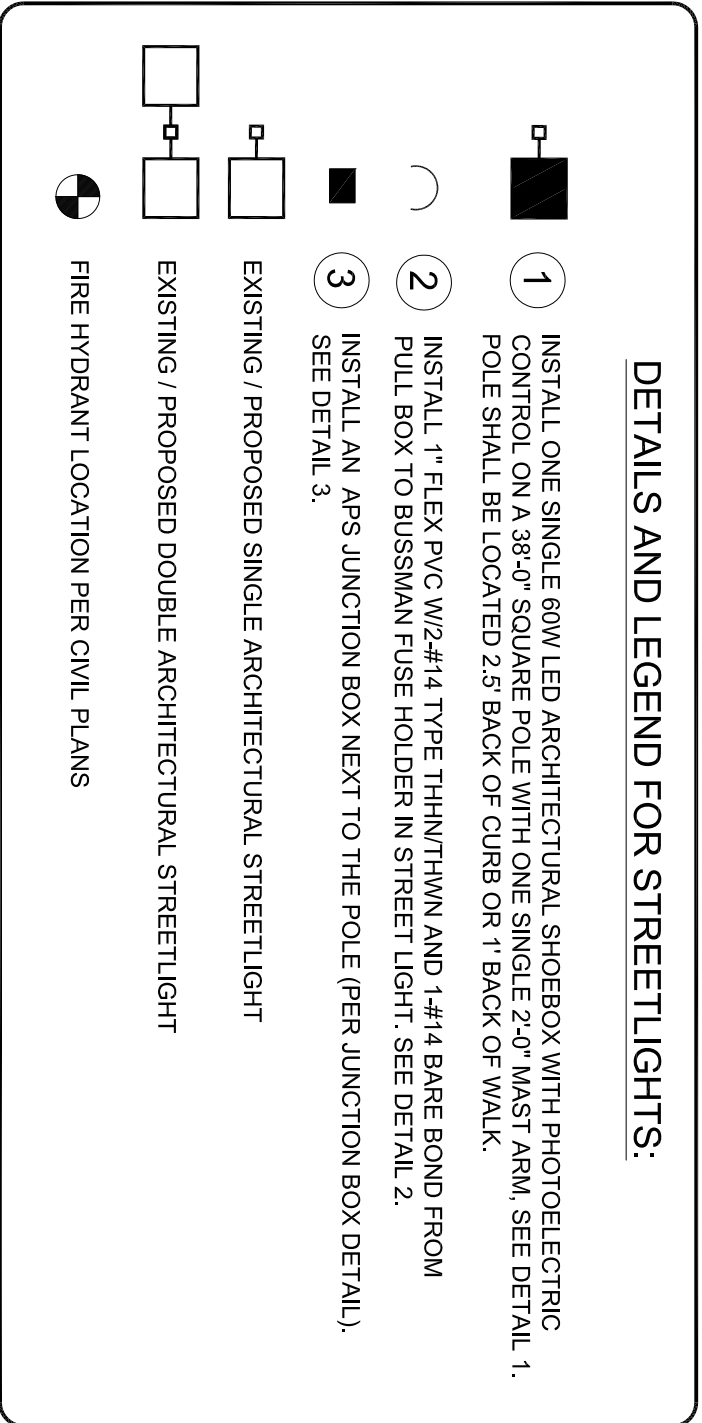
CITY OF SURPRISE ENGINEER

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT	MAST ARM	LUMEN:	TYPE	WATTAGE	VOLTAGE	BALLAST	PHOTOMETRIC	LUMINAIRE
1	■	LOCAL	20	31'-6"	38'-0"	2'-0"	5,400	LED	60W	120V	REACTOR HPF	TYPE II	8030, 52AL5610 (FIXTURE) 1940, 38 (POLE)
2	○	ITEM DESCRIPTION 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN AFS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											



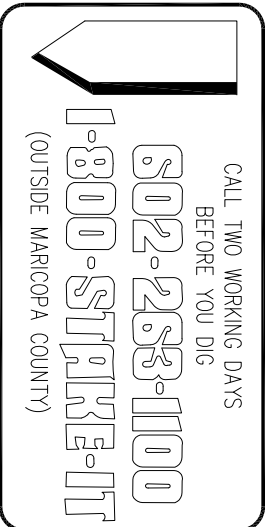
PARCEL 12, PHASE 2 STREET LIGHT PLANS SURPRISE, ARIZONA



- 1 INSTALL ONE SINGLE ROW LED ARCHITECTURAL SHEEOBOX WITH PHOTOELECTRIC CONTROL ON A 38" SQUARE POLE WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 3.
- 2 POLE SHALL BE LOCATED 2'5" BACK OF CURB OR 1' BACK OF WALK.
- 3 INSTALL 1" FLEX PIPE WP #414 TYPE THUNTHUNTHUN AND #414 BARE BOND FROM PULL BOX TO BUSHMAN JOIST HOLDER IN STREET LIGHT. SEE DETAIL 2.
- 4 INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL), SEE DETAIL 3.

EXISTING / PROPOSED DOUBLE ARCHITECTURAL STREETLIGHT
FIRE HYDRANT LOCATION PER CIVIL PLANS

Sex	Age	0	30	60
Male	18-24	0.5	0.5	0.5
Female	18-24	0.5	0.5	0.5
Male	25-34	0.5	0.5	0.5
Female	25-34	0.5	0.5	0.5
Male	35-44	0.5	0.5	0.5
Female	35-44	0.5	0.5	0.5
Male	45-54	0.5	0.5	0.5
Female	45-54	0.5	0.5	0.5



ARIZONA
THE RETREAT AT SUCUMORE FARMS PARCEL 12, PHASE 2
SPEED LIGHT LAYOUT

GTR
Engineering
www.gtrengineering.com

2	OF	3
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Drawn By:	UDH	03.06.14
Reviewed By:	JG	03.06.14

THE RETREAT AT SYCAMORE FARMS
PARCEL 12, PHASE 2
STREET LIGHT PLANS
SURPRISE, ARIZONA

GE LIGHTING SOLUTIONS EST# CEXK340
 (samples) GE LIGHTING SOLUTIONS 928-333692-02, 400K
 candidate the CEI5456581ES economy is absolute
 Light Loss Factor = 0.800, watts per luminaire = 106
 number locations= 70, number luminaires= 60 m
 all locations= 0.1

GE LIGHTING SOLUTIONS EST. CJBXK40
GE LIGHTING SOLUTIONS sales rep no. 110825AD PUBLISHED CURVE CREATOR
item# 3: GE LIGHTING SOLUTIONS 35-4353-02_4000K
calsat ADVANCE 029-007-02-002

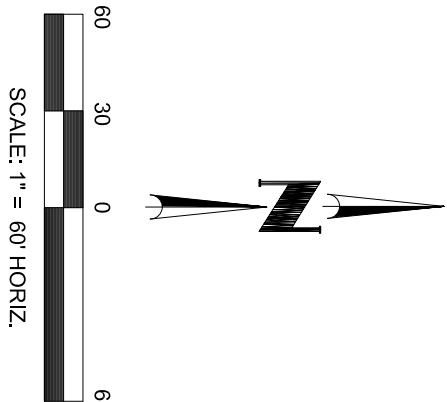
CH14 points at z=0, sp. 8th by 8th		SYCAMORE FARMS, PARCEL 12, PHASE 2	
HORIZONTAL FOOT	VERTICAL TIDLES	HORIZONTAL FOOT	VERTICAL TIDLES
Maximum	2.17	Maximum	2.04
Minimum	0.05	Minimum	0.06
AvgMin	13.67	AvgMin	9.61
AvgMax	45.87	AvgMax	32.07
Coef Var	0.84	Coef Var	0.81
UnitGrad	4.52	UnitGrad	3.22



- 1 INSTALL ONE SINGLE 60W LED ARCHITECTURAL, SBOEBOX WITH PHOTOELECTRIC CONTROL, ON A 36" SQUARE POLE WITH ONE SINGLE 2-5" MAST ARM. SEE DETAIL 3.
- 2 POLE SHALL BE LOCATED 2-5' BACK OF CURB OR 1' 1-4" BACK FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- 3 INSTALL 1" FLEX CON. W/24" TYPE THUNDERBOLT AND 1-4" BARBED IRON PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 3.
- 4 INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.

- | FIRE HYDRANT LOCATION PER CIVIL PLANS | EXISTING / PROPOSED SINGLE ARCHITECTURAL STREETLIGHT | EXISTING / PROPOSED DOUBLE ARCHITECTURAL STREETLIGHT |
|---|---|---|
|  |  |  |

CALL TWO WORKING DAYS
BEFORE YOU DIG
802-283-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)





ARIZONA

THE PATRICK AT SUMMER EAKS PHASE 2
PHASE TWO

STREET LIGHT PLANS

GIR
ENGINEERING

<http://www.girengineering.com>



NO. 19732
DAVID HANNING
REGISTERED PROFESSIONAL ENGINEER
(Electrical)
Expires: 9/30/16

1. CITY RE-APPROVAL: BH 30176
2. REVISION: BY DATE
3. SHEET
3 OF 3

GIR Project: David Hanning
Designed By: DHH 03/06/14
Checked By: DHH 03/06/14
Reviewed By: JG 03/06/14

1. CITY RE-APPROVAL: BH 30176
2. REVISION: BY DATE
3. SHEET
3 OF 3

EXHIBIT D
SYCAMORE FARMS, PARCEL 12, PHASE 2
LIGHTING IMPROVEMENT DISTRICT

ELECTRIC RATES

(Per Arizona Public Service Company Tariff E-58 Schedule)



**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
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
	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
D. Decorative	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
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
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
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



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

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
	Square Steel	5"	13 ft.	13.50	1.86
			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
		Stepped	25 ft.	49.72
			32 ft.	52.36
			49 ft.	64.99
	Square Steel	4"	34 ft.	15.87
		5"	20 ft.	15.07
			30 ft.	15.71
			38 ft.	17.05
		8"	28 ft.	28.45
			32 ft.	29.74
	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	x	PV Factor	x	
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	x	\$/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.



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

SPECIAL PROVISIONS (cont')

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.

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

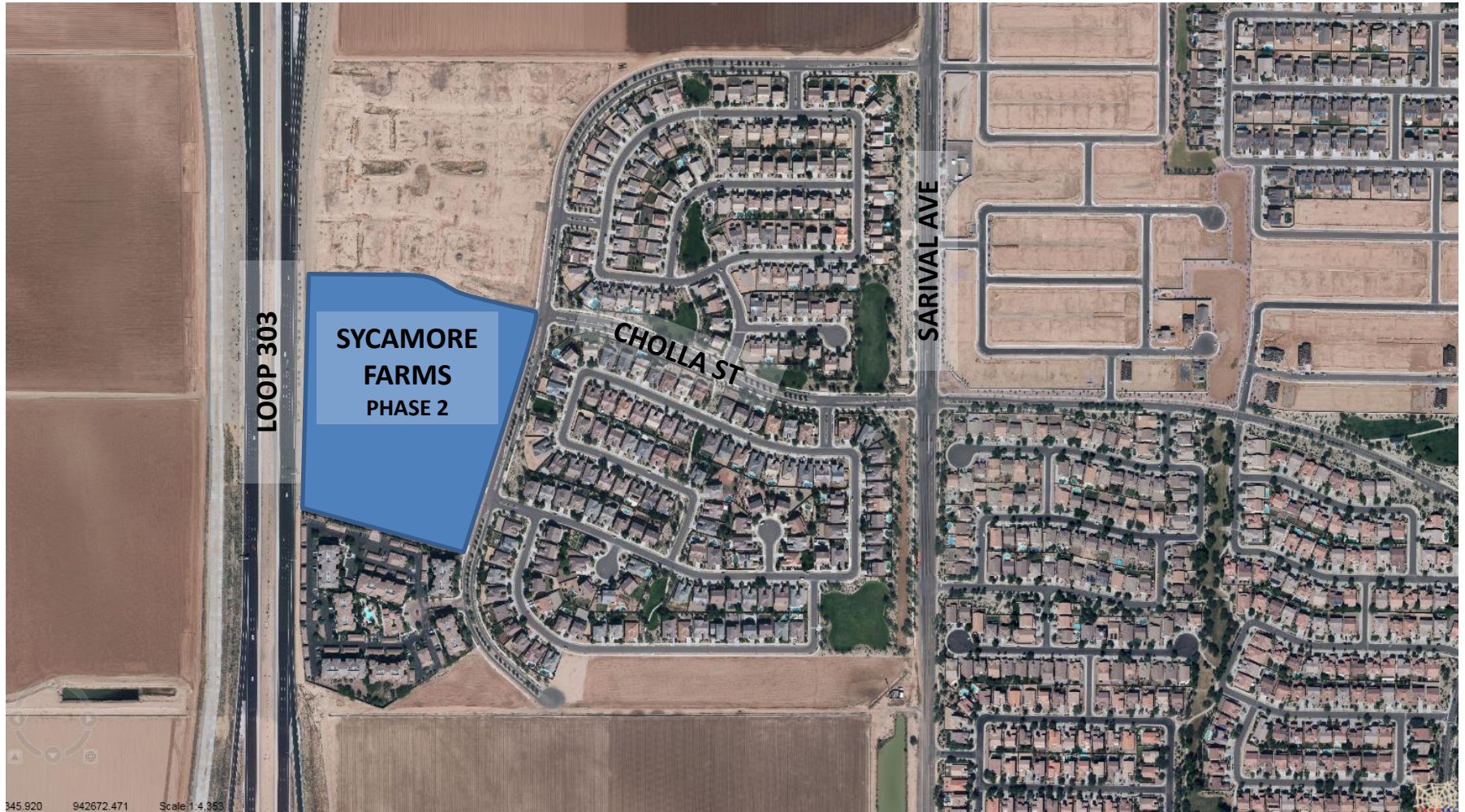
The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the customer. When the extension is underground the customer will provide earthwork as specified in of the Company's Service Schedule 3, Conditions 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.

Sycamore Farms – Phase 2





CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Hobart Wingard - Community Development
Submitting Department:		District:	3
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of the final plat entitled "The Retreat at Sycamore Farms Parcel 12, Phase 2" dated May 9, 2016, a 16.62 acre 69 lot, 8 tract property generally bounded by SR303 to the west, West Cholla Street to the north, and North 165th Drive to the east.

Motion:

I move to approve the final plat entitled "The Retreat at Sycamore Farms Parcel 12, Phase 2" dated May 9, 2016.

Background:

In July of 2004 the subject parcel and the associated Sycamore Farms PAD was approved by the City. In 2014 the City approved a Preliminary Plat for the subject project under Case FS13-545. In early 2016, the applicant applied for an extension of the Final Plat.

Objective Analysis:

The applicant seeks re-approval of the Final Plat of the Retreat at Sycamore Farms Parcel 12, Phase 2. The subject property is located on approximately 16.6 acres of medium density residential land within the Sycamore Farms PAD. The medium density residential designation within the PAD has a maximum density of 8 dwelling units per acre. This preliminary plat proposes 69 single family units with a density of 4.2 dwelling units per acre.

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 - FS16-148 - Retreat at Syc Farms Parcel 12 Phase 2 - Staff Report](#)
 - ☐ [01 - FS16-148 - Retreat at Syc Farms Parcel 12 Phase 2 - FP - Vicinity Map](#)
 - ☐ [02 - FS16-148 - Retreat at Syc Farms Parcel 12 Phase 2 - Final Plat](#)
 - ☐ [03 - FS16-148 - Retreat at Syc Farms Parcel 12 Phase 2 - FP - Hardscape Plans](#)
 - ☐ [04 - FS16-148 - Retreat at Syc Farms Parcel 12 Phase 2 - FP - Landscape Plans](#)
 - ☐ [05 - FS16-148 - Retreat at Syc Farms Parcel 12 Phase 2 - FP - Presentation](#)
-

Case: FS16-148

Project Name: The Retreat at Sycamore Farms Parcel 12, Phase 2, South

Council District: 3 - Mesquite

Meeting Date: June 21, 2016

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

Owner: Dallas Paulsen of Goodwin and Marshall Inc.

Applicant: RJ Johnson of Taylor Morrison Arizona Inc.

Request: 69-Lot, 8-Tract Final Plat

Site Location: The subject parcel is bounded by SR303 to the west, West Cholla Street to the north, North 165th Drive to the east, and an existing multifamily development to the south known as Wyngate.

Site Size: Approximately 16.62 acres

Density: 4.15 Dwelling Units per Acre

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: None known

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Sycamore Farms Planned Area Development (PAD) and subsequent amendments.
- The proposed Final Plat is consistent with the related Preliminary Plat.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Final Plat will allow the applicant to develop the property in a manner that is consistent with City of Surprise requirements and the approved PAD and subsequent amendments.

Denial of the requested Final Plat will deny the applicant the opportunity to reasonably develop the property.

46 **PROJECT DESCRIPTION:**

47
48 Dallas Paulsen of Goodwin and Marshall Inc., on behalf of Taylor Morrison Arizona Inc., seeks
49 reapproval of the Final Plat of the Retreat at Sycamore Farms Parcel 12, Phase 2. The subject
50 property is located on approximately 16.6 acres of medium density residential land within the
51 Sycamore Farms PAD. The medium density residential designation within the PAD has a
52 maximum density of 8 dwelling units per acre. A previous design for the entire Parcel 12
53 proposed a condominium complex with a density of 7.9 dwelling units per acre. This
54 preliminary plat proposes 69 single family units with a density of 4.2 dwelling units per acre.

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

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

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

64
65
66 **BACKGROUND:**

67
68 **July 22, 2004:** The subject project area was annexed into the City of Surprise under Case ANX02-
69 315.

70
71 **July 22, 2004:** The Mayor and City Council approved the Sycamore Farms PAD under Case PAD-153.

72
73 **November 1, 2005:** The Planning and Zoning Commission approved a Site Plan for a medium
74 density project on the subject parcel under Case SP05-200.

75
76 **July 3, 2006:** The Mayor and City Council approved a Map of dedication for the subject parcel
77 under Case MOD06-064.

78
79 **April 1, 2014:** The Mayor and City Council approved a Preliminary Plat for the subject project under
80 Case FS13-545.

81
82 **August 5, 2014:** The Mayor and City Council approved a Final Plat for the subject project under
83 Case FS14-156.

85 **March 24, 2016:** The applicant filed a request for the subject case.

86
87 **REVIEWING AGENCIES:**

88
89 In addition to the standard city reviewing agencies, who indicate no objections to the requests,
90 Luke Air force Base, Maricopa Water District, and ADOT were included in the routing of this case.
91

92 **SUMMARY:**

93
94 The proposed subdivision is well designed and meets the requirements of the Sycamore Farms PAD
95 and subsequent amendments. Included amenities will provide small-scale recreational
96 opportunities for the residents within the development. The development as presented will also
97 provide much needed infill for the area.
98

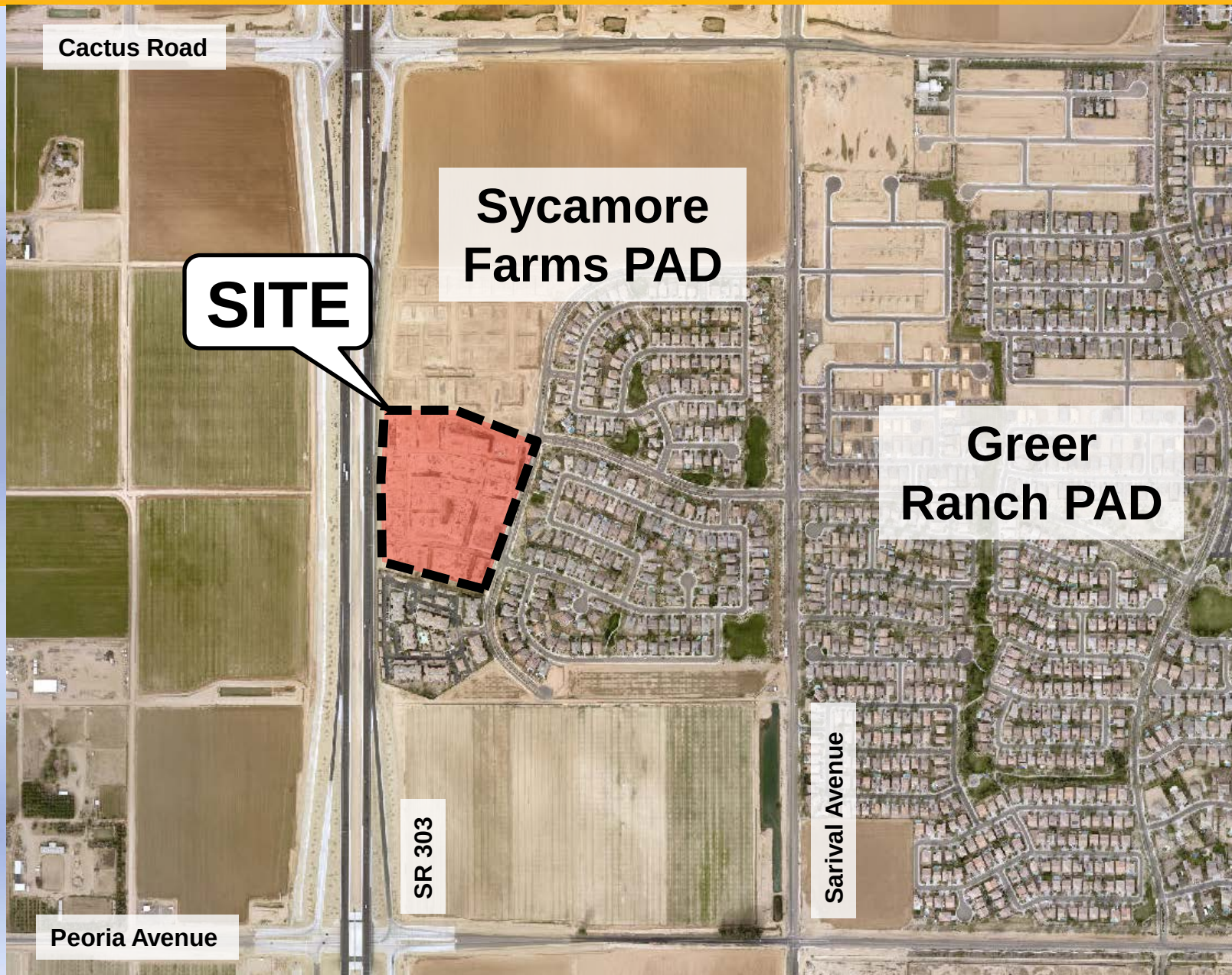
99 **Findings:**

- 100
101 • The proposed Final Plat is consistent with the Surprise General Plan 2035.
102 • The proposed Final Plat is consistent with the Sycamore Farms Planned Area Development
103 (PAD) and subsequent amendments.
104 • The proposed Final Plat is consistent with the related Preliminary Plat.
105 • The reviewing agencies have indicated no objections to the request.

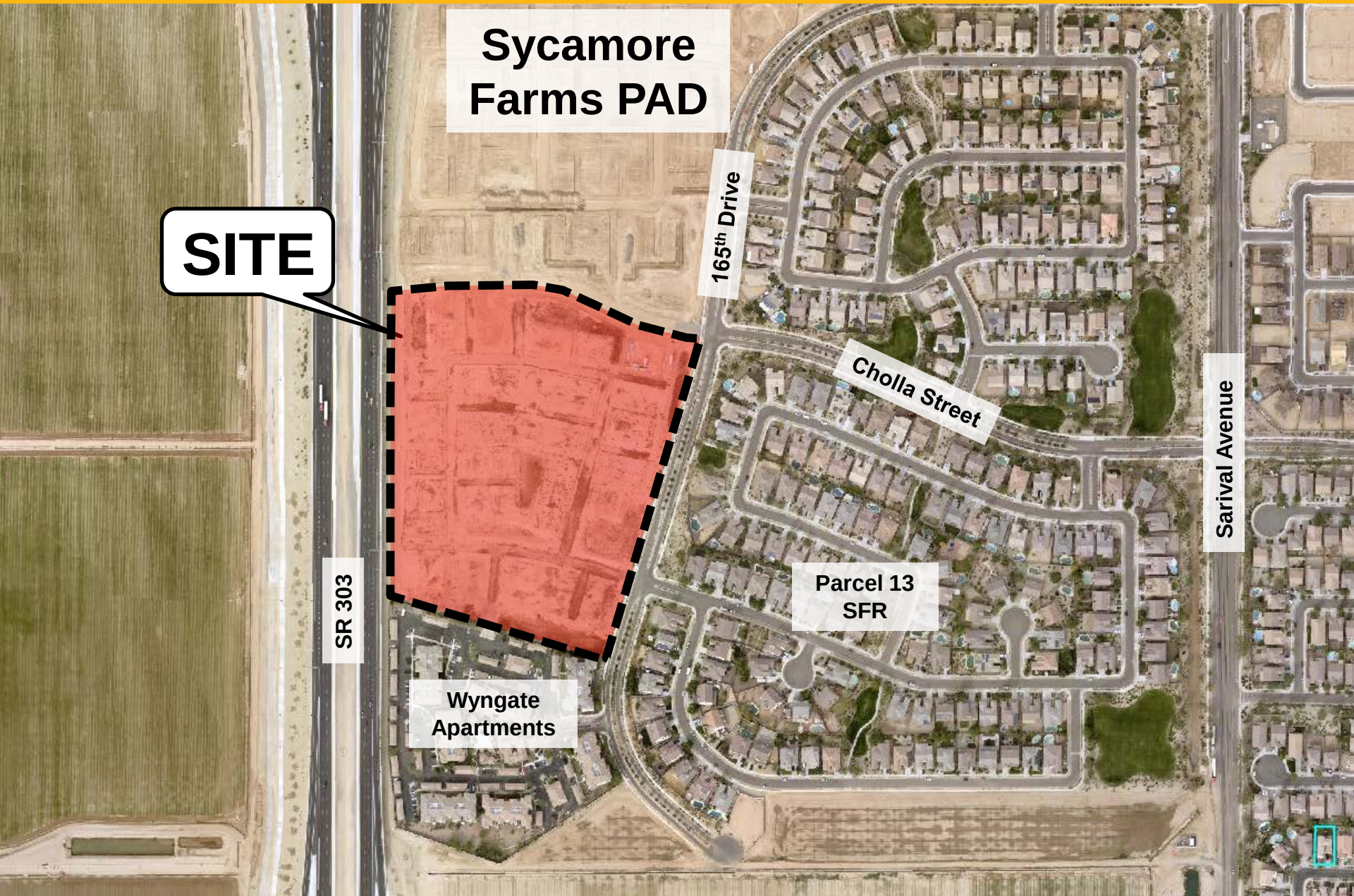
106
107 **ATTACHMENTS:**

- 108
109 01 – Vicinity Maps
110 02 – Final Plat
111 03 – Hardscape Plans
112 04 – Landscape Plans

FS16-148 VICINITY MAP



FS16-148 VICINITY MAP



Sycamore
Farms PAD

SITE

SR 303

165th Drive

Cholla Street

Sarival Avenue

Wyngate
Apartments

Parcel 13
SFR

DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT TAYLOR MORRISON/ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT OF "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2" BEING A RE-PLAT OF THE MAP OF DEDICATION OF THE RETREAT AT SYCAMORE FARMS - PHASE 2 RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR, SITUATED IN A PORTION OF THE EAST HALF OF SECTION 24 TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF SURPRISE FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

OWNER, HEREBY DEDICATES TO THE CITY THE RIGHTS-OF-WAY AS SHOWN HEREON.

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

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

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

TAYLOR MORRISON/ARIZONA, INC., AN ARIZONA CORPORATION (OWNER) DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF A FUTURE HOMEOWNER'S ASSOCIATION.

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

ALL IMPROVEMENTS FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY THE 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 THE 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 FORMAL COUNCIL ACTION.

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

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.

TRACTS A, B, C, D, E, F, G, AND H ARE HEREBY DEDICATED TO A FUTURE HOMEOWNER'S ASSOCIATION AND ARE DECLARED FOR THE SPECIFIC USES IDENTIFIED ON THE TRACT SUMMARY TABLE PROVIDED HEREIN ON PAGE 2 OF THIS FINAL PLAT AND SUBJECT TO THE EASEMENTS DEDICATED TO THE CITY OF SURPRISE.

IN WITNESS WHEREOF: TAYLOR MORRISON/ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED MEMBER REPRESENTATIVES DULY AUTHORIZED THIS _____ DAY OF _____, 2016.

TAYLOR MORRISON/ARIZONA, INC., AN ARIZONA CORPORATION

BY: _____
GREG ABRAMS
ITS: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2016 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED GREG ABRAMS, WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF TAYLOR MORRISON/ARIZONA, AN ARIZONA CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

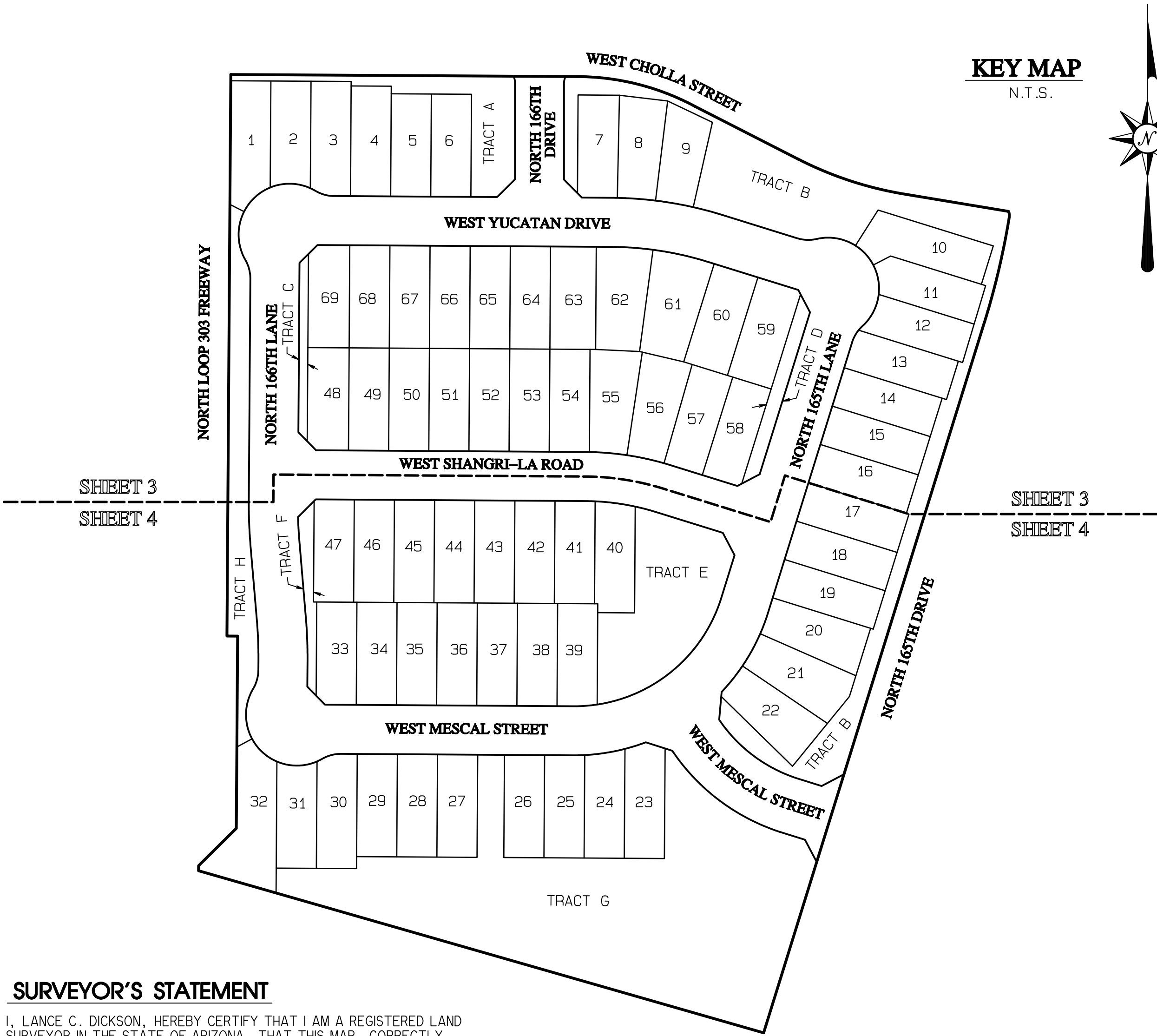
IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

FINAL PLAT
"THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"
SURPRISE, ARIZONA

A RE-PLAT OF THE MAP OF DEDICATION OF THE RETREAT AT SYCAMORE FARMS - PHASE 2
RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR, SITUATED IN A PORTION OF THE
EAST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



KEY MAP

N.T.S.



PUBLIC NOTICE

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

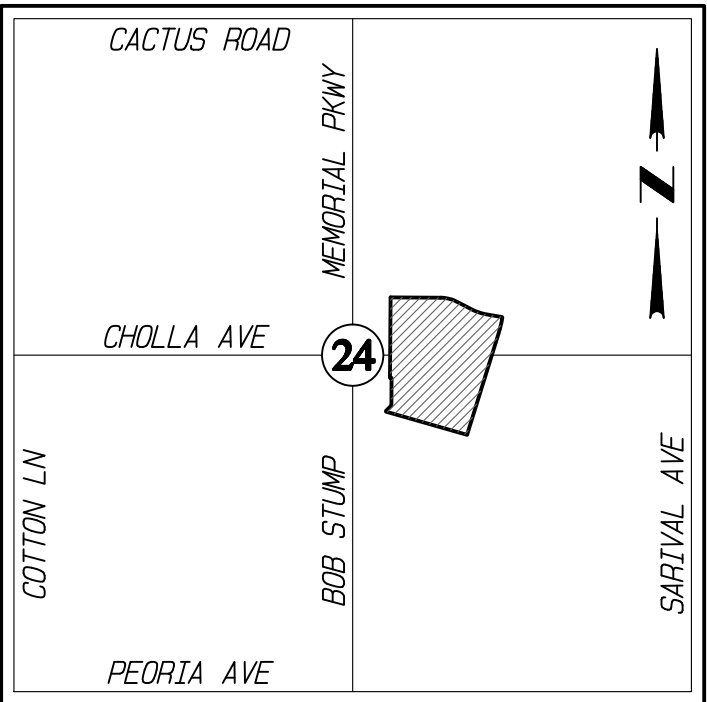
RELEASE OF LIABILITY

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

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

NOTES

- NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS, AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- STRUCTURES AND LANDSCAPING AT ALL INTERSECTIONS OF STREET RIGHTS-OF-WAY WILL BE MAINTAINED AT A MAXIMUM OF 3.5' IN HEIGHT ABOVE PAVEMENT IN TRIANGLE MEASURED ALONG THE RIGHT-OF-WAY LINES PER CITY OF SURPRISE STANDARD DETAIL 4-02.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH A.R.S. SS 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. SS 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND SALES CONTRACT, REPORT SHALL CONTAIN SUCH NOTE.



VICINITY MAP

N. T. S.

BASIS OF BEARINGS

SOUTH 17°16'12" WEST ALONG THE MONUMENT LINE OF 165TH DRIVE AS MEASURED BETWEEN MONUMENTS NUMBERED 8 AND 8 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES. ALSO SHOWN ON THE MAP OF DEDICATION FOR THE RETREAT AT SYCAMORE FARMS-PHASE 2 RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR.

SHEET INDEX

SHEET 1	COVER
SHEET 2	LOT SUMMARY TABLE, TRACT SUMMARY TABLE, CURVE AND LINE TABLES, LEGAL DESCRIPTION, AND DETAILS
SHEETS 3-4	TYPICAL PLAT PLAN SHEETS

ABANDONMENT NOTE

ALL NOTATIONS, TRACTS, EASEMENTS, AND STREETS STATED ON OR WITHIN THE MAP OF DEDICATION OF THE RETREAT AT SYCAMORE FARMS - PHASE 2 RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR SHALL BE HEREBY ABANDONED BY THIS PLAT EXCEPT FOR 165TH DRIVE WHICH WILL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF ASSURED WATER SUPPLY

REPLAT OF "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2" IS WITHIN THE SERVICE AREA OF EPCOR WATER ARIZONA, INC. AND HAS BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES.

EPCOR WATER ARIZONA, INC. _____ DATE _____

APPROVALS

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

APPROVED BY: _____ DATE: _____
CITY ENGINEER

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

APPROVED BY: _____ DATE: _____
MAYOR

ATTESTED BY: _____ DATE: _____
CLERK

SURVEYOR'S STATEMENT

I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

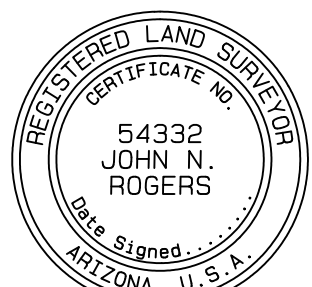
BY: _____
LANCE C. DICKSON, R.L.S. #46643
ARIZONA SURVEYING AND MAPPING
2411 W. NORTHERN, SUITE 110
PHOENIX, ARIZONA 85021
(602) 246-9919



EXPIRES 6/30/2016

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.

BY: _____
JOHN N. ROGERS, R.L.S. #54332
GOODWIN AND MARSHALL, INC.
2705 S. ALMA SCHOOL RD., SUITE 2
CHANDLER, ARIZONA 85286
(602) 218-7285



EXPIRES 3/31/2019

NOTE: A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

OWNER / DEVELOPER:

taylor
morrison



Homes Inspired By You

9000 EAST PIMA CENTER, STE. 350, SCOTTSDALE, ARIZONA (480) 346-1725

SHEET 1 OF 4

PREPARED BY:

GOODWIN &
MARSHALL &

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 South Alma School Road, Suite 2
Chandler, Arizona 85286
(602) 218-7285

SURVEYED BY:



2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246 - 9919

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

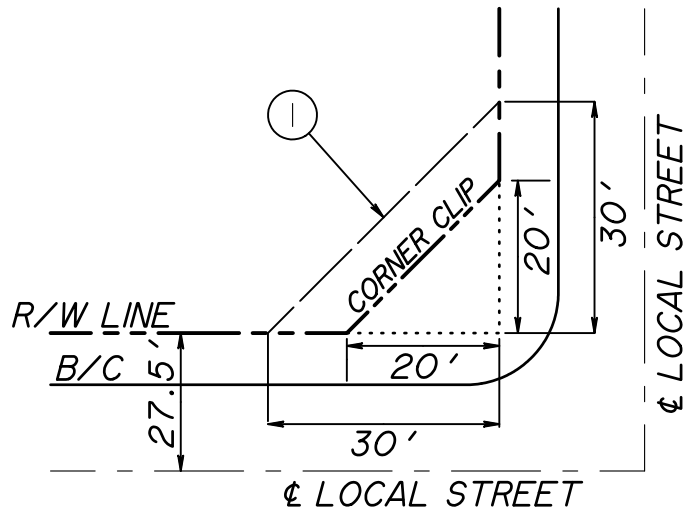
North 00 deg. 23 min. 43 sec. East, a distance of 5.63 feet,

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

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

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

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



NOTE: DETAIL PERTAINS TO ALL LOCAL UNCONTROLLED INTERSECTIONS.

① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT

TYPICAL U.V.E. DETAIL FOR LOCAL STREETS

N. T. S.

FINAL PLAT
"THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"
SURPRISE, ARIZONA

A RE-PLAT OF THE MAP OF DEDICATION OF THE RETREAT AT SYCAMORE FARMS - PHASE 2
RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR, SITUATED IN A PORTION OF THE
EAST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LOT SUMMARY
TABLE

LOT	(SQ. FT.)
1	6046
2	5243
3	5702
4	5557
5	5175
6	5175
7	5227
8	5512
9	5036
10	6648
11	5325
12	5136
13	5385
14	5175
15	5175
16	5175
17	5310
18	5310
19	5310
20	5670
21	6128
22	5877
23	5687
24	5319
25	5177
26	5175
27	5175
28	5175
29	5175
30	5701
31	5243
32	8341
33	5125
34	5175
35	5175

LOT SUMMARY
TABLE

LOT	(SQ. FT.)
36	5175
37	5175
38	5175
39	5156
40	5478
41	5174
42	5175
43	5175
44	5175
45	5175
46	5175
47	5173
48	5273
49	5175
50	5175
51	5175
52	5175
53	5175
54	5175
55	5839
56	5784
57	5326
58	5168
59	5890
60	5898
61	7021
62	6532
63	5898
64	5175
65	5175
66	5175
67	5175
68	5175
69	5266
TOTAL	375,140

LAND USE TABLE

GROSS ACREAGE (TO BOUNDARY LINE)	16.619 ACRES
AREA OF PUBLIC STREETS	4.015 ACRES
NET ACREAGE	12.604 ACRES
AREA OF TRACTS	4.020 ACRES
TOTAL NUMBER OF LOTS	69 LOTS
OVERALL DENSITY	4.15 DU/ *GROSS* ACRE
AVERAGE AREA PER LOT	5,437 SQUARE FEET
PERCENTAGE OF OPEN SPACE	24.2%

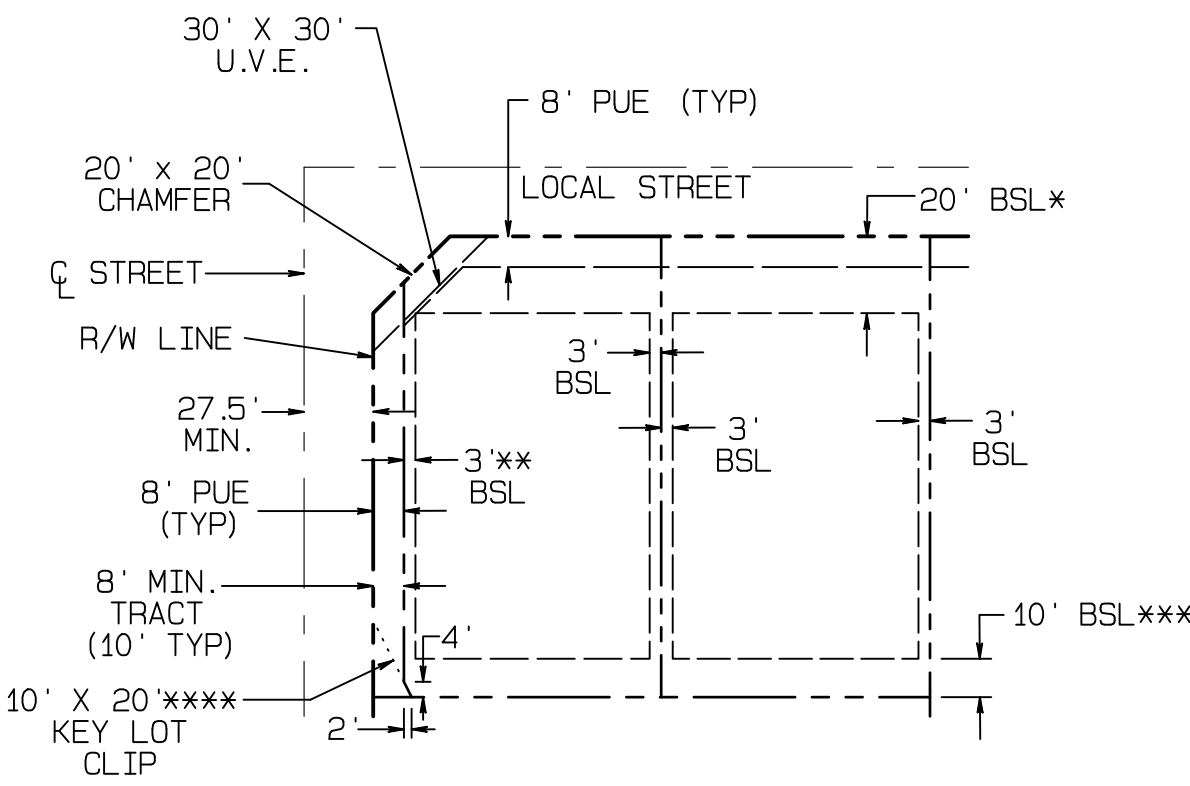
MONUMENT NOTES

- FOUND BRASS CAP IN HANDHOLE, "CITY OF SURPRISE", NORTHEAST CORNER SECTION 24, T3N, R2W
- FOUND BRASS CAP IN HANDHOLE, "CITY OF SURPRISE", EAST QUARTER CORNER SECTION 24, T3N, R2W
- FOUND BRASS CAP FLUSH, "MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION", SOUTHEAST CORNER SECTION 24, T3N, R2W
- FOUND BRASS CAP IN HANDHOLE, "ARIZONA DEPARTMENT OF TRANSPORTATION", SOUTH QUARTER CORNER SECTION 24, T3N, R2W
- CALCULATED CENTER OF SECTION 24, T3N, R2W (NOTHING FOUND OR SET)
- FOUND BRASS CAP IN HANDHOLE, "MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION", NORTH QUARTER CORNER SECTION 24, T3N, R2W
- FOUND BRASS CAP FLUSH, "CITY OF SURPRISE"
- FOUND REBAR WITH CAP RLS #15573
- FOUND PK-NAIL WITH SHINER RLS #15573
- FOUND IRON BAR NO TAG, ACCEPTED
- FOUND 1/2-INCH REBAR WITH RED CAP RLS #13222, ACCEPTED

TRACT SUMMARY TABLE			
TRACT	AREA (SQ. FT.)	USAGE	MAINTENANCE RESPONSIBILITY
A	9778	L.S., O.S.	H.O.A.
B	40473	D.E., L.S., O.S.	H.O.A.
C	2000	L.S., O.S.	H.O.A.
D	3327	L.S., O.S.	H.O.A.
E	19970	AMENITY, L.S., O.S.	H.O.A.
F	2605	L.S., O.S.	H.O.A.
G	83527	D.E., F.A., L.S., O.S.	H.O.A.
H	13444	D.E., L.S., O.S.	H.O.A.
175,124 TOTAL AREA OF TRACTS (SQ. FT.)			

DEVELOPMENT STANDARDS

ZONING DESIGNATION	PAD/MDR
MINIMUM LOT AREA	2,600 SQ. FT.
MINIMUM LOT WIDTH	30 FT.
MAXIMUM HEIGHT	36 FT.
MAXIMUM COVERAGE	PER SETBACKS
SETBACKS	
FRONT (SIDE ENTRY OR FORWARD LIVING AREA) *	12 FT.
FRONT (FRONT ENTRY GARAGE) *	20 FT.
MINIMUM SIDE YARD **	3 FT.
MINIMUM SIDE YARD (STREET) *	10 FT.
REAR YARD ***	10 FT.
DISTANCE BETWEEN BUILDINGS	6 FT.



TYPICAL LOT DETAIL

N.T.S.

* 12' FOR LIVING AREA OR SIDE LOAD GARAGE - 20' FOR FRONT LOAD GARAGE. IN NO CASE SHALL THE FACE OF THE GARAGE BE LESS THAN 20' FROM BACK OF SIDEWALK.

** SETBACK INCLUDES ADJACENT COMMON AREA LANDSCAPE TRACT, BUT IN NO CASE SHALL BE LESS THAN 5 FEET FROM PROPERTY LINE.

*** 10' FOR LIVING AND 5' FOR UNENCLOSED PATIO COVER, FIREPLACES, BAY WINDOWS, OR ENTERTAINMENT POP-OUTS MAY ENCROACH 3' INTO THE REAR SETBACK.

**** KEY LOT CLIPS ARE NOT REQUIRED WITH (10' TYPICAL) SIDE TRACT

LAND USAGE LEGEND

D.E. DRAINAGE EASEMENT
F.A. FIRE ACCESS
L.S. LANDSCAPE
O.S. OPEN SPACE

MAINTENANCE LEGEND

H.O.A. THE RETREAT AT SYCAMORE FARMS, PARCEL 12, PHASE 2
HOME OWNERS ASSOCIATION

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD	BEARING	CHORD
C1	281.09'	137.38'	28°00'10"	S75°44'13"E	136.02'	
C2	408.00'	125.47'	17°37'11"	S71°44'53"E	124.98'	
C3	15.00'	7.26'	27°43'35"	S04°30'46"E	7.19'	
C4	870.00'	120.25'	7°55'11"	S13°18'37"W	120.16'	
C5	430.00'	9.52'	1°16'04"	S16°38'18"W	9.52'	
C6	15.00'	7.19'	27°28'18"	N13°44'09"W	7.12'	
C7	15.00'	7.37'	28°09'35"	N14°04'48"E	7.30'	
C8	427.50'	126.16'	16°54'29"	N81°11'03"W	125.70'	
C9	400.00'	118.04'	16°54'29"	N81°11'03"W	117.61'	
C10	372.50'	109.93'	16°54'29"	N81°11'03"W	109.53'	
C11	42.00'	22.19'	30°16'22"	S87°51'59"E	21.93'	
C12	57.00'	149.77'	150°32'43"	N27°43'48"W	110.25'	
C13	42.00'	22.19'	30°16'22"	N32°24'23"E	21.93'	
C14	327.50'	96.65'	16°54'29"	N81°11'03"W	96.30'	
C15	300.00'	88.53'	16°54'29"	N81°11'03"W	88.21'	
C16	272.50'	80.42'	16°54'29"	N81°11'03"W	80.12'	
C17	172.50'	220.06'	73°05'31"	N53°48'57"E	205.44'	
C18	200.00'	255.14'	73°05'31"	N53°48'57"E	238.19'	
C19	227.50'	83.34'	20°59'21"	N79°52'03"E	82.87'	
C20	227.50'	103.98'	26°11'17"	N30°21'51"E	103.08'	
C21	168.50'	113.59'	38°37'33"	N53°25'02"W	111.46'	
C22	200.00'	136.65'	39°08'46"	N53°09'25"W	134.00'	
C23	231.50'	156.62'	38°45'46"	N53°20'55"W	153.65'	
C24	42.00'	22.19'	30°16'22"	N75°13'32"E	21.93'	
C25	57.00'	149.80'	150°34'43"	N44°37'17"W	110.26'	
C26	42.00'	22.19'	30°16'22"	N15°31'54"E	21.93'	
C27	472.50'	43.06'	5°13'16"	N02°12'55"W	43.04'	
C28	500.00'	45.56'	5°13'16"	N02°12'55"W	45.55'	
C29	527.50'	48.07'	5°13'16"	N02°12'55"W	48.05'	
C30	527.50'	48.07'	5°13'16"	N02°12'55"W	48.05'	
C31	500.00'	45.56'	5°13'16"	N02°12'55"W	45.55'	
C32	472.50'	26.45'	3°12'26"	N03°13'20"W	26.45'	
C33	42.00'	22.19'	30°16'22"	N14°44'27"W	21.93'	
C34	57.00'	149.73'	150°30'43"	N45°22'43"E	110.25'	
C35	42.00'	22.19'	30°16'22"	N74°30'06"W	21.93'	

LEGEND

●	FOUND MONUMENT AS NOTED
•	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
⊙	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
○	CALCULATED POINT. NOTHING FOUND AND NOTHING SET
(M)	MEASURED
(R)	RECORD
W.E.	WATER EASEMENT
W.S.E.	WATER & SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
R/W	RIGHT-OF-WAY
MCR	MARICOPA COUNTY RECORDS
BK.	BOOK
PG.	PAGE
—	PLAT BOUNDARY LINE
—	RIGHT-OF-WAY LINE
—	EASEMENT LINE
—	SECTION LINE
—	CENTER LINE
---	MATCH LINE

RECORD DOCUMENT:

- (R1) PLSS SUBDIVISION MAP OF TOWNSHIP 3 NORTH, RANGE 2 WEST, RECORDED IN BOOK 661 OF MAPS, PAGE 18, MCR
- (R2) MAP OF DEDICATION - THE RETREAT AT SYCAMORE FARMS-PHASE 2 BOOK 860 OF MAPS, PAGE 35, MCR

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°23'43"E	5.63'
L2	N89°41'48"W	12.00'
L3	N61°45'57"E	19.33'
L4	N63°08'30"W	17.84'
L5	N45°10'51"E	28.19'
L6	N44°49'08"W	28.37'
L7	N89°38'17"W	33.37'
L8	N27°43'48"W	28.28'
L9	N62°16'12"E	28.28'
L10	N27°43'48"W	28.28'
L11	N17°16'12"E	50.25'
L12	N05°04'28"E	31.23'
L13	N72°13'59"W	31.25'
L14	N72°43'48"W	26.57'
L15	N62°16'12"E	28.28'
L16	N27°43'48"W	28.28'
L17	N72°43'48"W	26.57'
L18	N44°37'17"W	28.28'
L19	N00°23'43"E	11.29'
L20	N00°23'43"E	29.69'
L21	N44°57'38"E	28.09'
L22	N44°37'17"W	28.28'
L23	N45°22'43"E	28.29'

SHEET 2 OF 4

PREPARED BY:

GOODWIN
MARSHALL

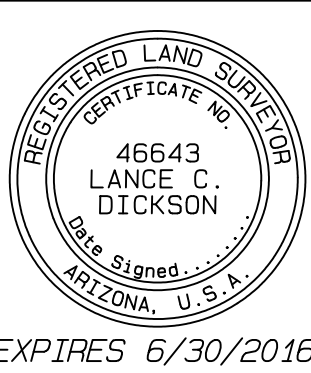
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(602) 218-7285

SURVEYED BY:

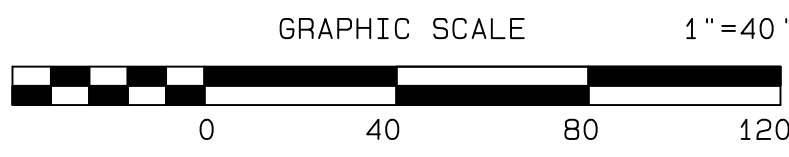
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Arizona Surveying & Mapping

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Phoenix, Arizona 85021
(602) 246 - 9919



FINAL PLAT
"THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"
SURPRISE, ARIZONA

A RE-PLAT OF THE MAP OF DEDICATION OF THE RETREAT AT SYCAMORE FARMS - PHASE 2
RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR, SITUATED IN A PORTION OF THE
EAST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



S 89°44'39" E 2627.14' (R1)
S 89°44'34" E 2627.19' (R2)
S 89°44'27" E 2627.00' (M)

NORTH LINE OF THE NE 1/4 OF SEC. 24, T3N, R2W

THE RETREAT AT SYCAMORE FARMS
CONDOMINIUM, PHASE 1
BK. 867, PG. 8, MCR

THE RETREAT AT SYCAMORE FARMS
CONDOMINIUM, PHASE 1
BK. 867, PG. 8, MCR

SYCAMORE FARMS PARCEL 13
BK. 798, PG. 38, MCR

POINT OF COMMENCING

POINT OF BEGINNING

NORTH LOOP 303 FREEWAY

NORTH LOOP 303 FREEWAY R/W PER
FINAL ORDER OF CONDEMNATION
2012-0499660, MCR

NORTH 166TH DRIVE

WEST CHOLLA STREET

WEST YUCATAN DRIVE

NORTH 165TH LANE

NORTH 165TH DRIVE
BASIS OF BEARINGS

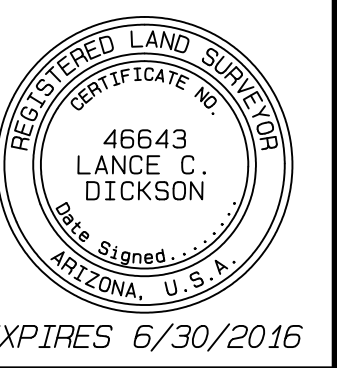
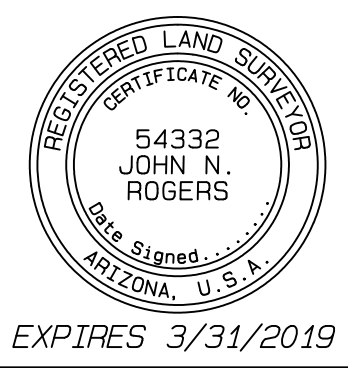
WEST SHANGRI-LA ROAD

MATCH SHEET 4

MATCH SHEET 4

SHEET 3 OF 4

① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT
SEE SHEET TWO FOR DETAIL



PREPARED BY:
GOODWIN & MARSHALL
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Phoenix, Arizona 85021
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FINAL PLAT
"THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"
SURPRISE, ARIZONA

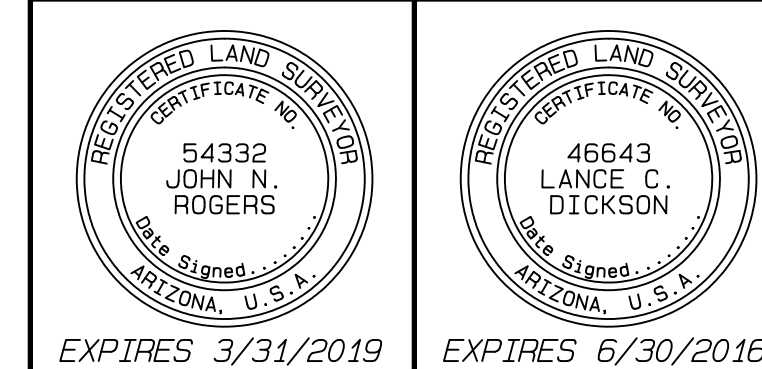
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GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



SHEET 4 OF 4

PREPARED BY:
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① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT
SEE SHEET TWO FOR DETAIL

FINAL PLAT OF "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"

W:\05669A - Sycamore Farms\COGO\SF-PHASE 2 FPLAT\VF FPLAT.pro Plotted - Fri May 27 13:54:27 2016

THE RETREAT AT SYCAMORE FARMS

Parcel 12, Phase 2 Wall, Walk & Amenity Construction Documents

WALL, WALK & AMENITY PLAN KEYNOTES

SECTION A: JOINTS

- A1 PROVIDE EXPANSION JOINT W/DOWEL AT EXISTING CONCRETE EDGE, PROTECT EXISTING CONCRETE WALK. SEE DETAIL 2, SHEET H1.6

SECTION B: CAST-IN-PLACE

- B1 CONCRETE PAVEMENT, COLOR: GRAY FINISH: MEDIUM BROOM. SEE DETAIL 2, SHEET H1.6
B2 CONCRETE HEADER/MOW CURB SEE DETAIL 3, SHEET H1.6

SECTION C: STRUCTURES

- C1 PICNIC PAVILION - SEE DETAIL 4, SHEET H1.6

SECTION D: WALLS

- D1 COMMUNITY THEME WALL SEE DETAIL 1, SHEET H1.7
D2 NOT USED
D3 COMMUNITY THEME WALL COLUMN - SEE DETAIL 1, SHEET H1.7
D4 NOT USED
D5 COMMUNITY SUB-DIVISION CMU WALL - SEE DETAIL 2, SHEET H1.7
D6 ENTRY MONUMENT - SEE DETAIL 5, SHEET H1.6

SECTION F: SITE AMENITIES/FURNISHINGS

- F1 IRON MTN. FORGE BBQ MODEL 216-X: SURFACE MOUNT. SEE DETAIL 6, SHEET H1.6
F2 PEDESTAL MOUNT PICNIC TABLE TO MATCH EXISTING USED W/IN SYCAMORE FARMS COMMUNITY - SEE DETAIL 9, SHEET H1.6
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SECTION G: MISC.

- G1 5'-0" CONCRETE SIDEWALK, (TYP.) COLOR: GRAY FOR REFERENCE ONLY- SEE CIVIL PLANS
G2 FIRE HYDRANT MIN. 5' CLEAR & FLAT AROUND HYDRANT. NO PLANTINGS BETWEEN HYDRANT & CURB
G3 DRAINAGE OUTLET - FOR REFERENCE ONLY SEE CIVIL PLANS
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G5 SIGHT VISIBILITY TRIANGLE - PER CITY OF SURPRISE STANDARD DETAIL 4-01
G6 TIE WALL TO EXISTING WALL
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G8 GANG MAILBOX - MATCH EXIST. IN COMMUNITY - SEE DETAIL 3, SHEET H1.7

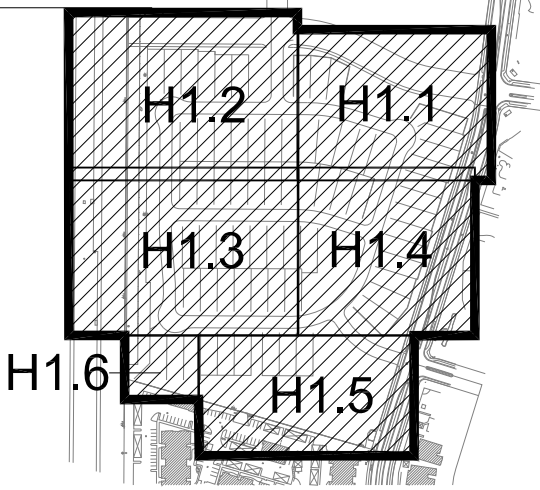
NOTE:
ALL SIDEWALKS LOCATED IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED FROM THE APPROVED CIVIL ENGINEERING PLANS

Sheet Index:

SHEET H0.0	WALL, WALK & AMENITY COVER SHEET
SHEET H1.0	OVERALL WALL, WALK & AMENITY PLAN
SHEET H1.1	WALL, WALK & AMENITY PLAN
SHEET H1.2	WALL, WALK & AMENITY PLAN
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SHEET H1.7	WALL, WALK & AMENITY DETAILS

Hardscape

KEY MAP



THE RETREAT

AT SYCAMORE FARMS
PARCEL 12, PHASE 2



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WALL, WALK & AMENITY
COVER SHEET

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WALK & AMENITY PLAN

SHEET NUMBER:
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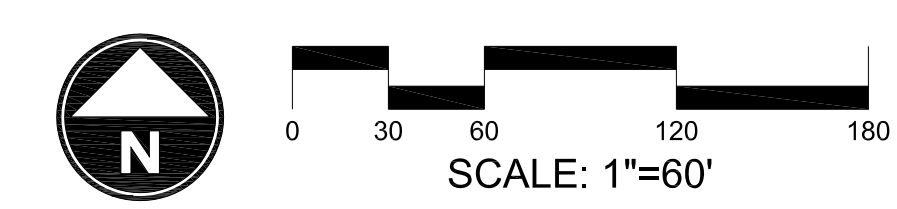
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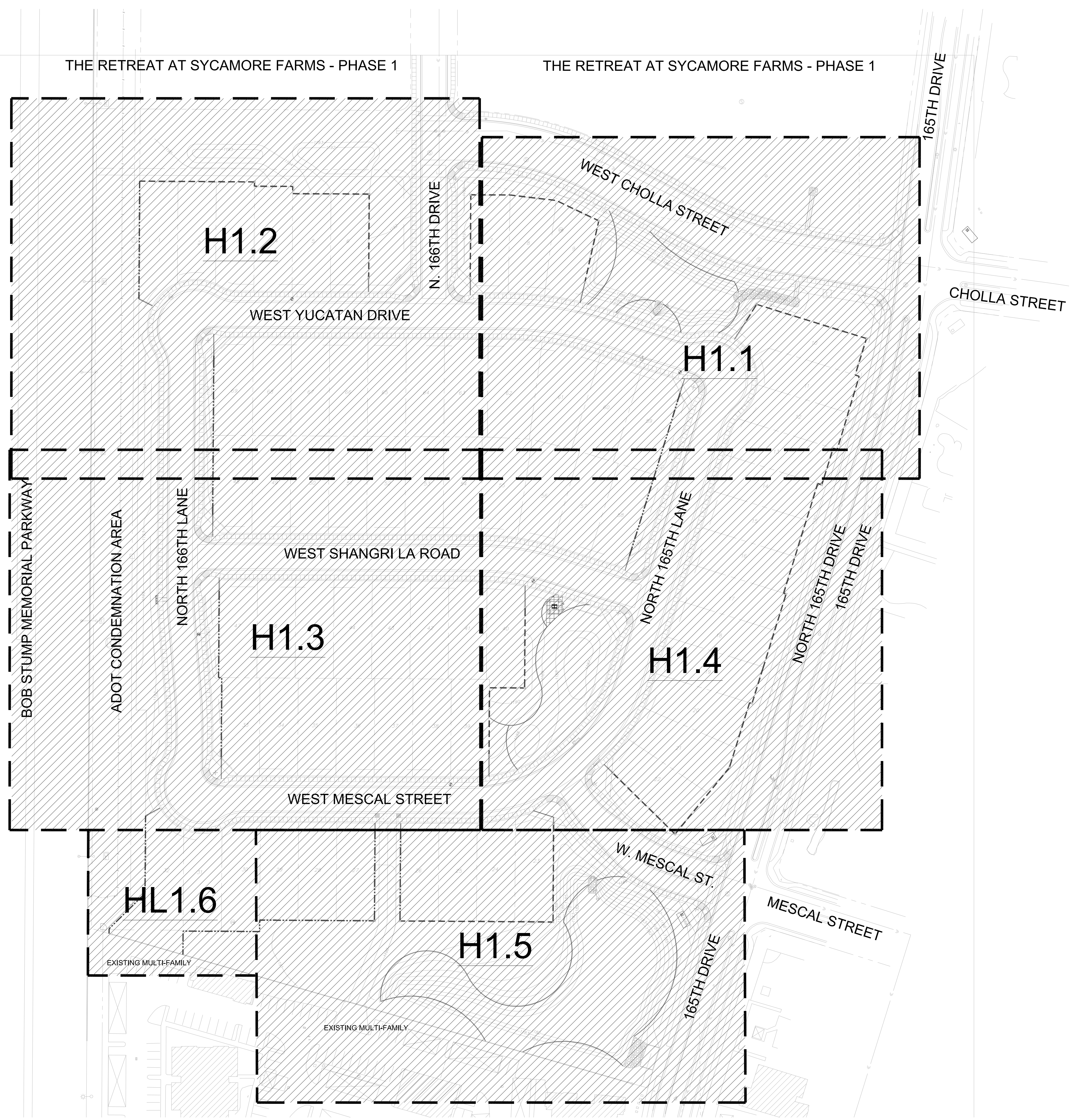
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THE RETREAT AT SYCAMORE FARMS - PHASE 1

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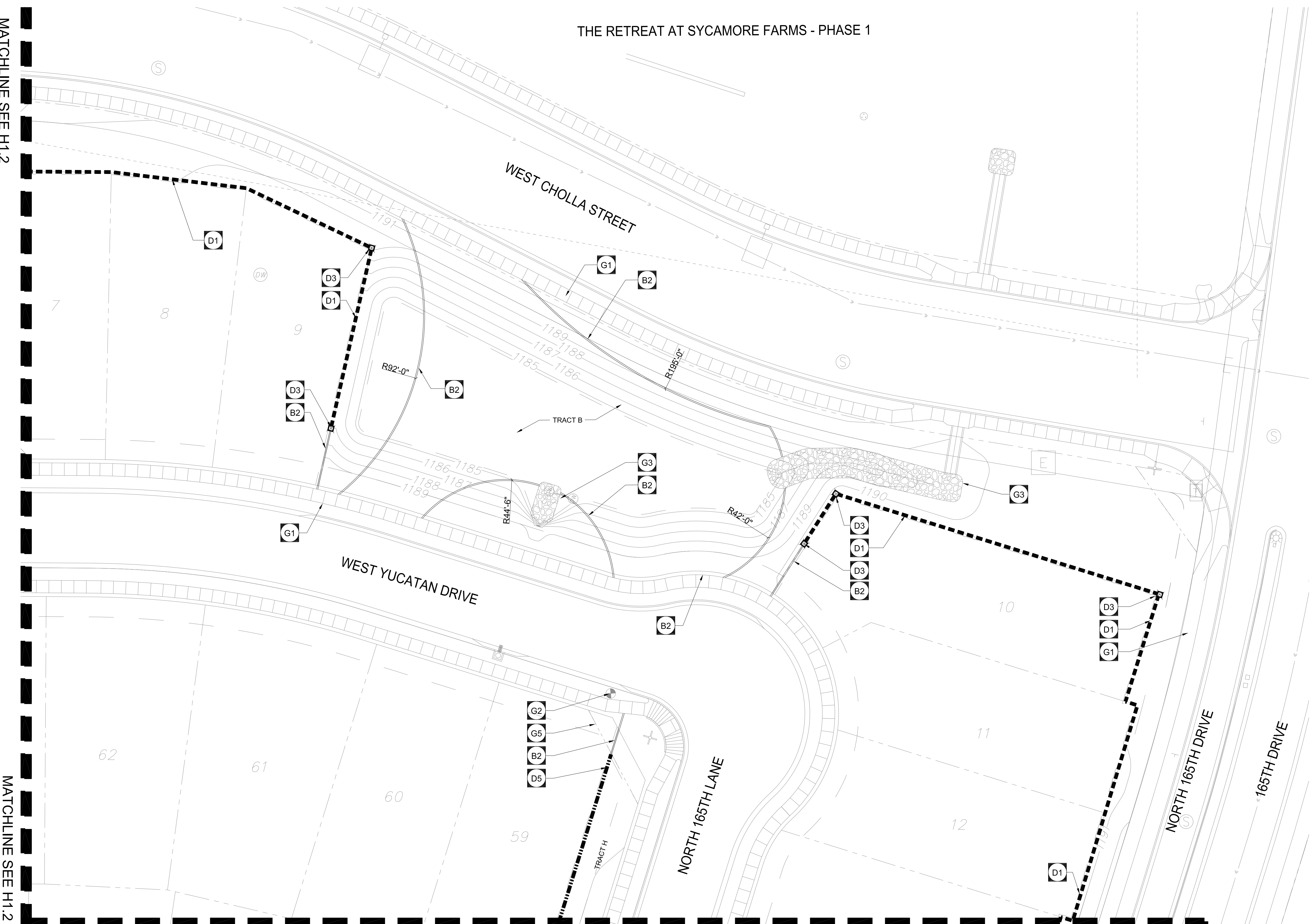


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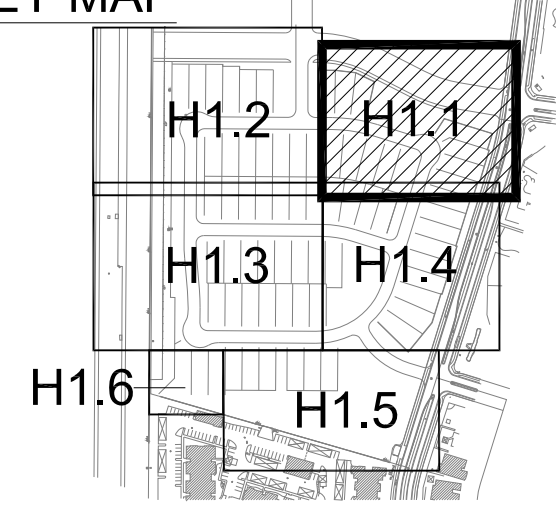
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KEY MAP



THE RETREAT
AT SYCAMORE FARMS
PARCEL 12, PHASE 2

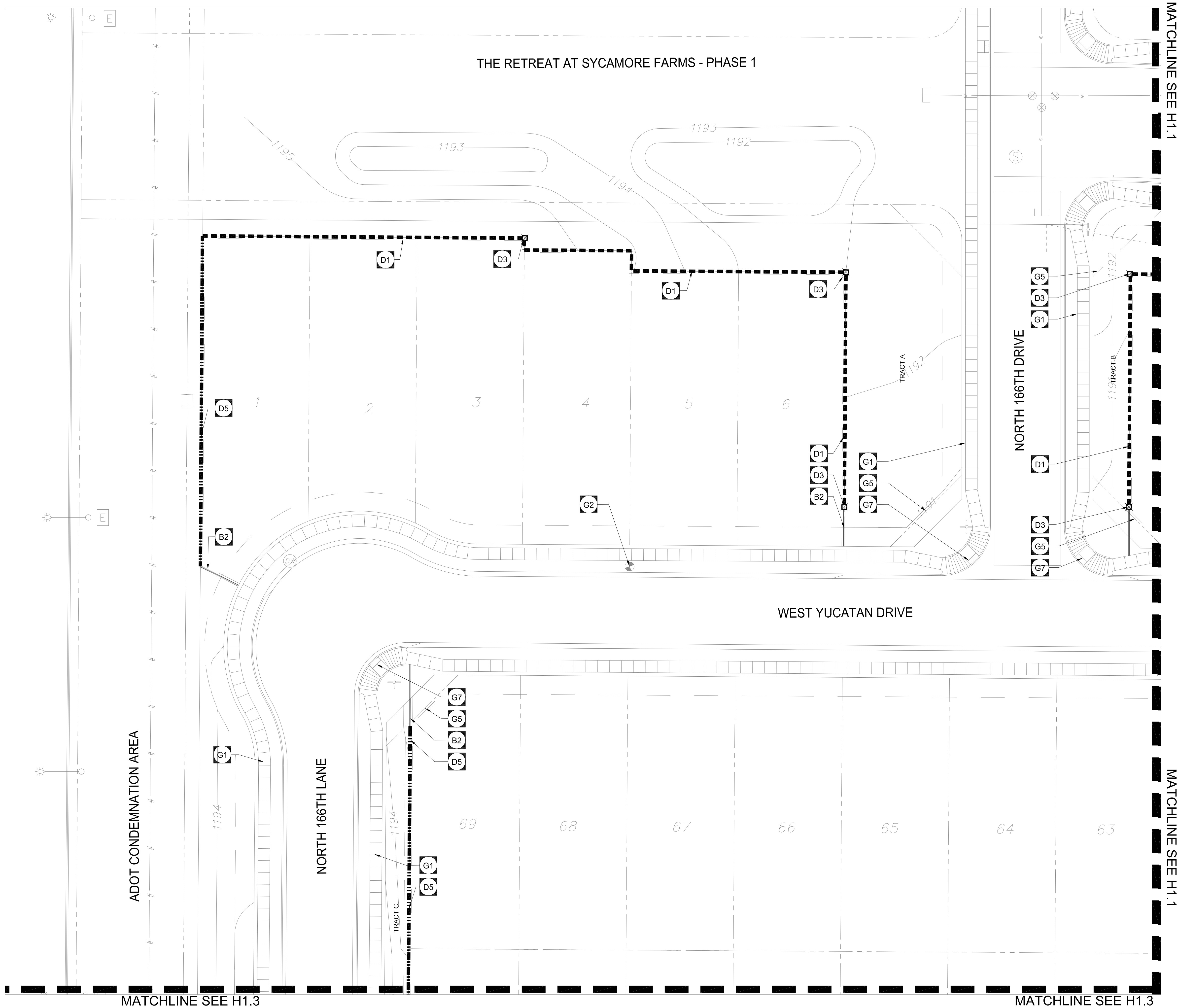


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H1.1

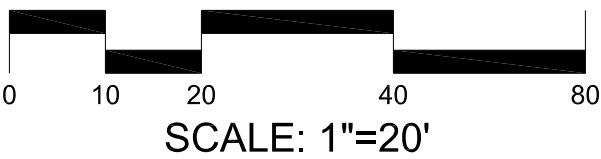
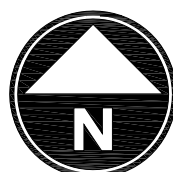
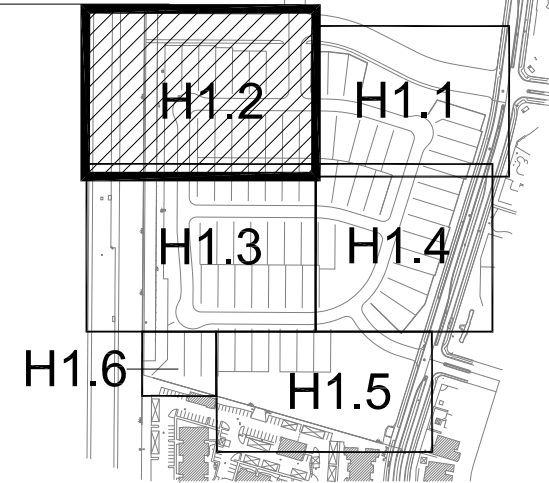
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H1.2

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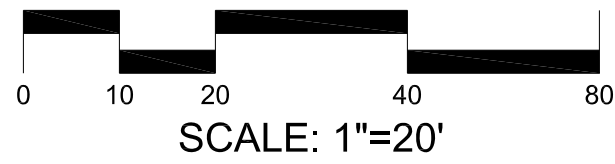
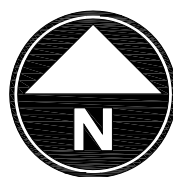
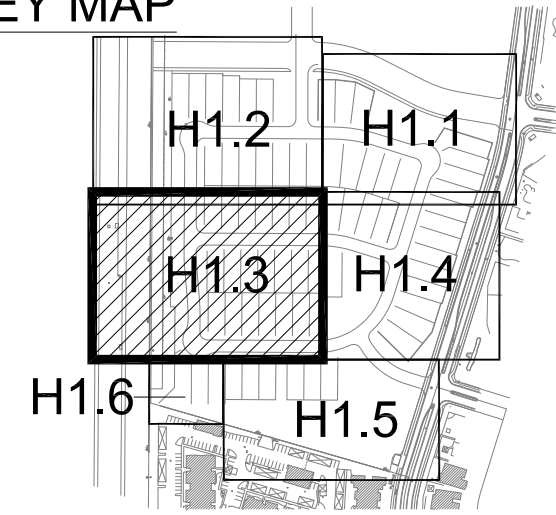
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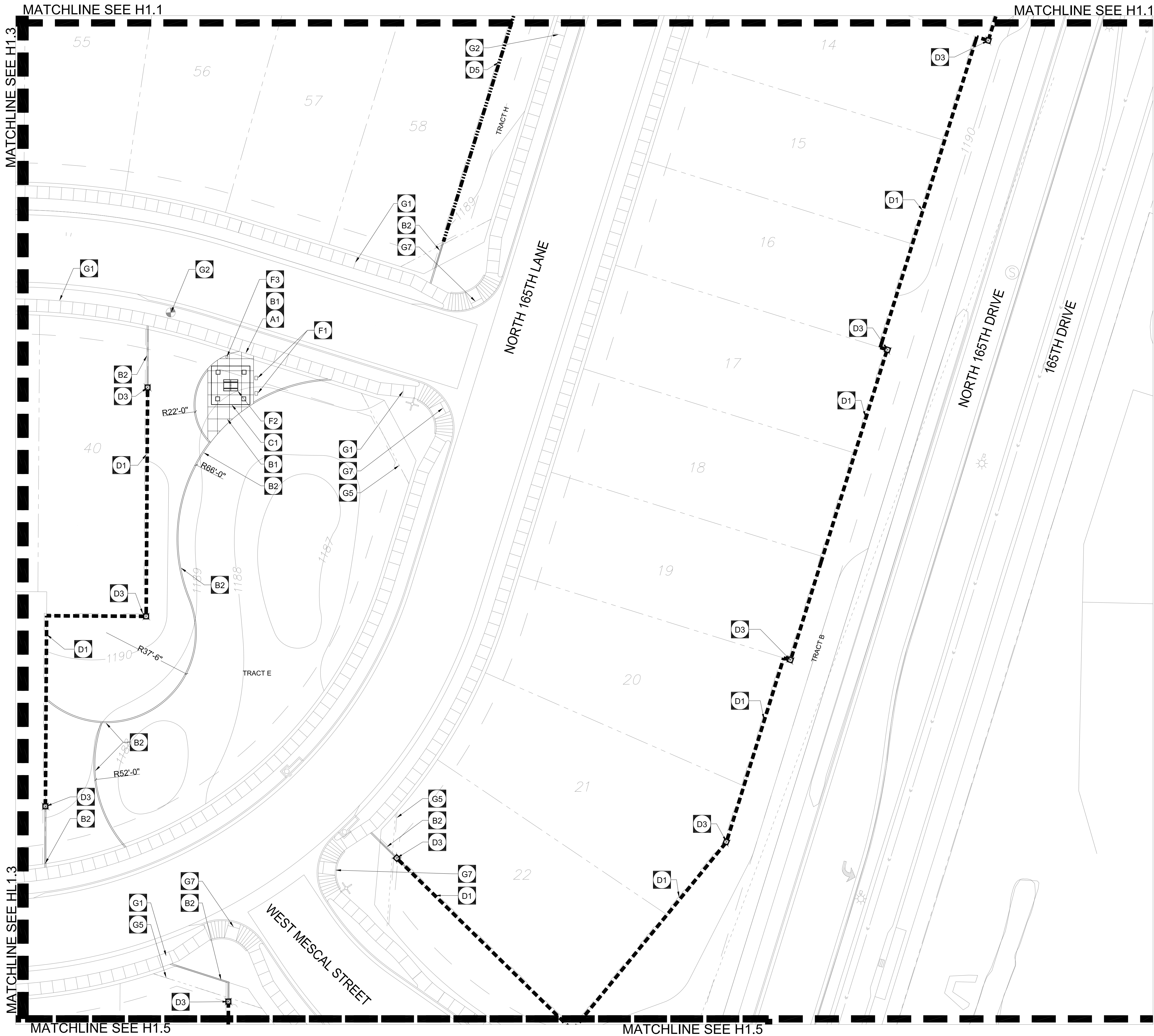


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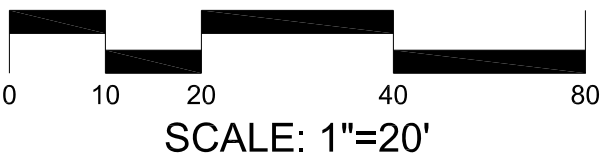
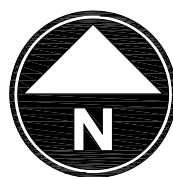
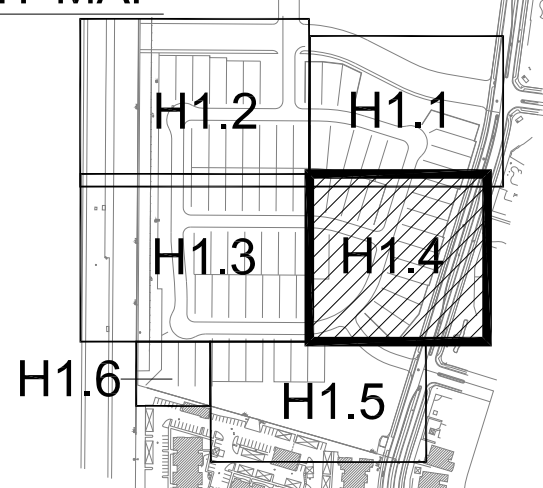
H1.3



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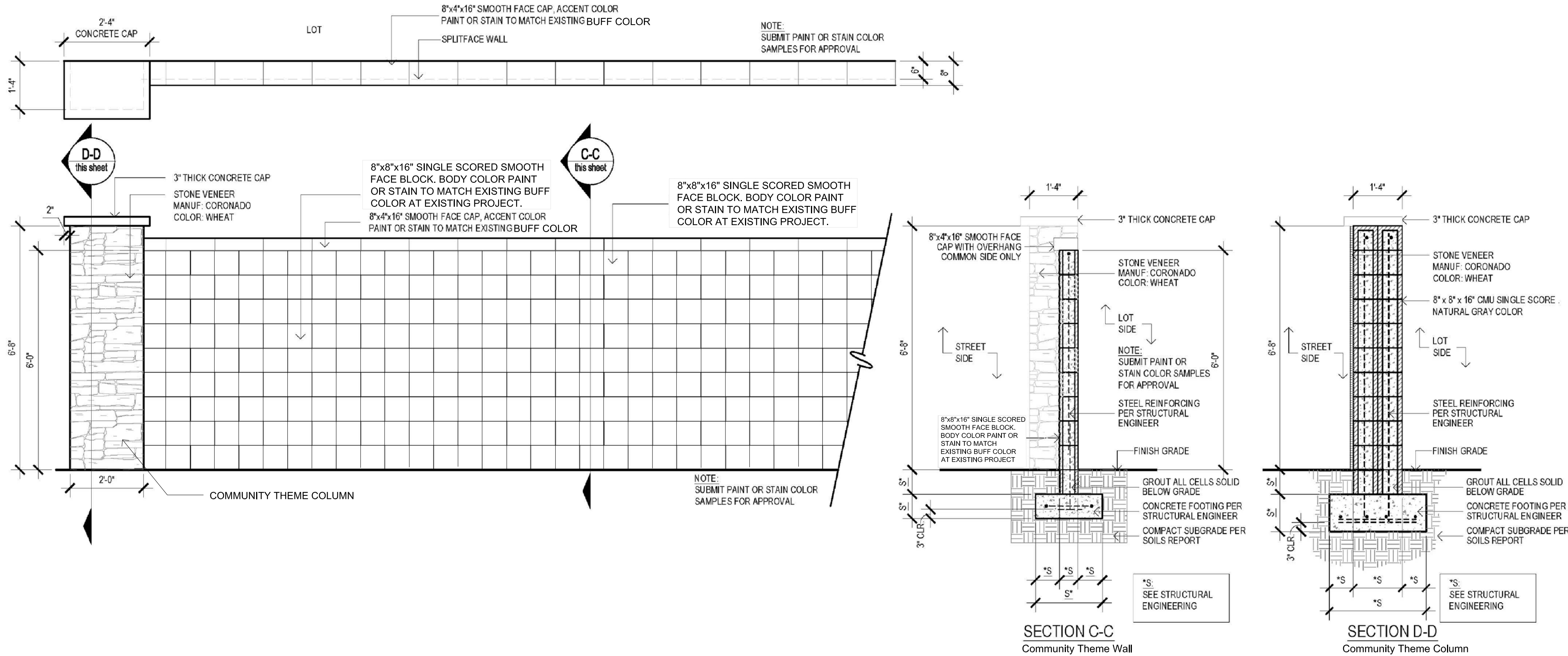


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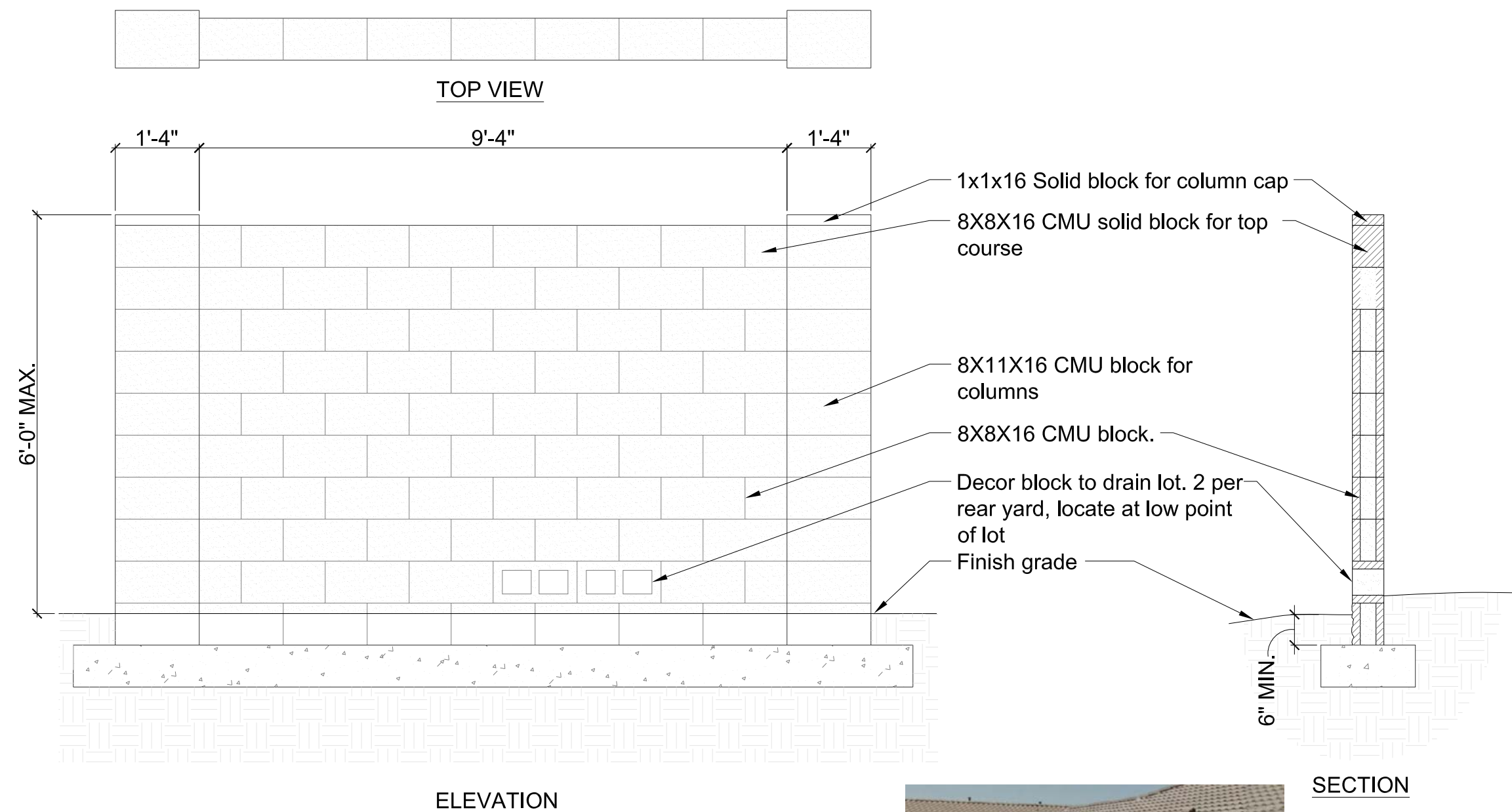
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H1.4



1 Community Theme Wall & Column

Not to Scale



NOTE:

- All theme walls, retaining walls, columns, and footings shall be constructed per structural design.
- All colors & materials to match existing walls on site.

LOT DRAINAGE:

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



2 Community Subdivision CMU Wall

Not to Scale



Gang Mailboxes to match existing throughout community, and shall conform to USPS standards.

3 Gang Mailbox

Not to Scale

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H1.7

THE RETREAT AT SYCAMORE FARMS

Parcel 12, Phase 2 Landscape Construction Documents

Plant Schedule

QUANTITY	SYMBOL	BOTANICAL/COMMON NAME	SIZE	MATURE SIZE	MAINTENANCE NOTES
TREES					
20		Fraxinus velutina Arizona Ash	24" Box	50'x35'	Stake as required, See Details L1.6 Trim Canopy To 70% Height of tree
82		Prosopis chilensis (Hybrid) Thornless Chilean Mesquite	24" Box	30'x30'	Stake as Required, See Details L1.6 Trim Canopy To 70% Height of tree
66		Chilopsis linearis Desert Willow	24" Box	22'x15'	Stake as Required, See Details L1.6 Trim Canopy To 70% Height of tree
EVERGREEN TREES					
22		Pinus elarica Afghan Pine	24" Box	40'x20'	Stake as Required, See Details L1.6 Trim Canopy To 50% Height of tree
9		Quercus virginiana Heritage Live Oak	24" Box	60'x60'	Stake as Required, See Details L1.6 Trim Canopy To 60% Height of tree
EVERGREEN SHRUBS					
468		Lantana x 'New Gold' New Gold Lantana	1 Gal.	1'x2'	Trim groundcover to 6" diameter March 1st each year
454		Lantana montevidensis Trailing Purple Lantana	1 Gal.	2'x3'	Trim groundcover to 6" diameter March 1st each year
LARGE SHRUBS 7-15' SPREAD					
83		Dodonaea viscosa Green Hopseed Bush	5 Gal.	12'x12'	Prune to shape/remove dead/damaged foliage in spring
6		Caesalpinia mexicana Mexican Bird of Paradise	5 Gal.	8'x10'	Trim shrub to 6' height Nov. 1st each year
MEDIUM SHRUBS 5-7' SPREAD					
161		Larrea tridentata Creosote Bush	5 Gal.	10'x6'	Trim shrub March 1st each year
71		Nerium oleander 'Petite Pink' Petite Pink Oleander	5 Gal.	5'x5'	Trim shrub to 18" height, March 1st each year
SMALL SHRUBS 2-5' SPREAD					
102		Calliandra californica Baja Fairy Duster	5 Gal.	4'x5'	Remove dead / damaged foliage by March 1st each year
216		Convolvulus cneorum Silver Bush Morning Glory	5 Gal.	18"x30"	Remove dead/damaged foliage by March 1st each year
62		Ruellia brittoniana Mexican Petunia	5 Gal.	4'x3'	Trim shrub to 12" height, March 1st each year
PERENNIALS/SUCCULENTS					
126		Hesperaloe parviflora Red Yucca	1 Gal.	4'x4'	Trim dead or dying flower stalks by June 1st each year
GRASSES					
411		Muhlenbergia rigens Deer Grass	1 Gal.	4'x4'	Trim grass to 6" height by February 15th each year
TURF					
58,259 S.F.		Cynodon Dactylon 'Mid-Iron' 'Mid-Iron' Bermuda Grass	Sod	-	See irrigaton plan
GROUNDCOVERS					
147		Dalea greggii Trailing indigo bush	1 Gal.	2'x4'	Cut back only to remove woody buildup by March 1st

Landscape Notes:

- CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
- CONTRACTOR TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY INSTALLATION.
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. THEY SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF THE PLANS, AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNERS AGENT.
- PRIOR TO INITIATING THESE LANDSCAPE IMPROVEMENTS, THE LANDSCAPE CONTRACTOR MUST SCHEDULE A PRE-CONSTRUCTION MEETING ON-SITE WITH THE APPROVAL OF THE OWNER AND THE GENERAL CONTRACTOR. THE OWNERS REPRESENTATIVE AND/OR THE PROJECT LANDSCAPE ARCHITECT MUST BE PRESENT. THE PURPOSE OF THIS MEETING IS TO RESOLVE ANY EXISTING SITE CONDITIONS THAT MAY BE IN CONFLICT WITH THESE LANDSCAPE CONSTRUCTION DOCUMENTS AND THEREFORE IMPACT THE INSTALLATION OF ANY OF THESE PROPOSED IMPROVEMENTS. THIS FIRST MEETING SHOULD BE SCHEDULED TO OCCUR AFTER THE COMPLETION OF ON-SITE AND OFF-SITE IMPROVEMENTS INCLUDING: ALL UNDERGROUND UTILITIES, MASS GRADING AND STREET IMPROVEMENTS.
- DAMAGE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES, ELECTRICAL LINES, ETC. SHALL BE REPAIRED AT CONTRACTORS EXPENSE.
- ANY DISCREPANCIES FOUND BETWEEN THE PLANS AND THE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
- ALL QUANTITIES PROVIDED ARE FOR REFERENCE ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO FINAL BID.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPED AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
- ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER, OR AS DIRECTED BY THE OWNER'S AGENT. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING(S) IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE SHALL BE 1' BELOW THE TOP OF ADJACENT WALKS, CURBS AND HEADERS FOR PLANTER BEDS.
- ALL AREAS DISTURBED DURING CONSTRUCTION TO BE FINE GRADED. ADJACENT UNDISTURBED AREAS DAMAGED OR DISTURBED TO BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTORS EXPENSE.
- ALL PLANTING AREAS INDICATED ON THE LANDSCAPE PLANS SHALL RECEIVE A 2" TOP DRESSING OF 1/2" MINUS DECOMPOSED GRANITE WALKER GOLD. (PROVIDE SAMPLE)
- STAKE LOCATIONS OF ALL TREES AND HEADERS FOR APPROVAL PRIOR TO INSTALLATION OF ANY PLANT MATERIAL.
- ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED (WHEN IN LEAF) AS IS TYPICAL FOR THE SPECIES. THEY SHALL HAVE HEALTHY WELL DEVELOPED ROOT SYSTEMS (NOT POT BOUND), A NORMAL HABIT OF GROWTH CONSISTENT WITH INDUSTRY STANDARDS, AND FREE OF ANY BRUISES, CUTS OR OTHER ABNORMALITIES. PLANT MATERIAL SHALL BE SIZED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND THE ARIZONA NURSERYMAN ASSOCIATION STANDARDS.
- ALL RIGHT-OF-WAY PLANT MATERIAL MUST BE IN COMPLIANCE WITH THE DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST. DO NOT SUBSTITUTE PLANT MATERIAL SELECTIONS OR ALTER QUANTITIES FROM THE APPROVED LANDSCAPE OR IRRIGATION PLANS WITHOUT PRIOR APPROVAL FROM THE CITY'S LANDSCAPE ARCHITECT.
- BACKFILL MIXTURES, EXCEPT AS NOTED, TO BE COMPRISED OF 50% NATIVE SOIL, 25% SAND AND 25% DECOMPOSED GRANULAR BARK MULCH, AND 2 LBS. DISPERSAL PER CUBIC YARD OF BACKFILL.
- ADD AGRI-FORM FERTILIZER TABLETS AT THE FOLLOWING RATES:
1 GALLON PLANT - 1 TABLET
5 GALLON PLANT - 2 TABLETS
15 GALLON PLANT - 4 TABLETS
BOXED TREE - 6 TABLETS (MIN.)
- TABLETS TO BE PLACED NO DEEPER THAN 6" BELOW SOIL SURFACE.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLAN. DO NOT SUBSTITUTE PLANTS BY TYPE OR QUANTITY WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OR OWNER'S AGENT.
- THE OWNER'S AGENT RESERVES THE RIGHT TO REJECT ANY SELECTION OF PLANT MATERIAL THAT DOES NOT SATISFY THE INTENT OF THE LANDSCAPE DESIGN BASED ON SIZE, SHAPE, EVIDENCE OF STRESS OF IMPROPER CARE.
- PRIOR TO INITIATING THE 90 DAY MAINTENANCE PERIOD, COMPLETE ANY INITIAL PUNCH LIST ITEMS, THEN OBTAIN APPROVAL FROM OWNERS AGENT OF SUBSTANTIAL COMPLETION. DETERMINE WITH OWNER'S AGENT THE START DATE FOR THE 90 DAY MAINTENANCE PERIOD. CONTRACTOR TO THEN MAINTAIN LANDSCAPE WHICH MAY INCLUDE WATERING, WEEDING, PRUNING AND REPLACEMENT OF ANY MATERIAL THAT HAS DIED OR IS SHOWING EVIDENCE OF STRESS. SUBMIT WRITTEN REQUEST FOR FINAL PUNCH LIST ONE WEEK PRIOR TO END OF MAINTENANCE PERIOD.
- PROVIDE OWNER WITH A WRITTEN GUARANTEE OF SIX (6) MONTHS FOR ALL PLANT MATERIAL DATED FROM THE START OF THE MAINTENANCE PERIOD AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH. PROVIDE OWNER WITH WRITTEN INSTRUCTIONS OUTLINING MAINTENANCE PROCEDURES TO BE ADOPTED IN ORDER TO PROTECT ALL GUARANTEED PLANT MATERIAL. INCLUDE WATERING SCHEDULE AND FERTILIZER PROGRAM.
- ALL LANDSCAPE IMPROVEMENTS SHALL BE MAINTAINED BY THE RETREAT AT SYCAMORE FARMS COMMUNITY ASSOCIATION, INC., AN ARIZONA NOT-PROFIT. THIS INCLUDES ALL STREETScape AREAS, INCLUDING THE RIGHT OF WAY, AND ALL INTERIOR LANDSCAPE TRACTS AND EASEMENTS.

Sheet Index:

SHEET L0.0	LANDSCAPE COVER SHEET
SHEET L1.0	OVERALL LANDSCAPE PLAN
SHEET L1.1	LANDSCAPE PLAN
SHEET L1.2	LANDSCAPE PLAN
SHEET L1.3	LANDSCAPE PLAN
SHEET L1.4	LANDSCAPE PLAN
SHEET L1.5	LANDSCAPE PLAN
SHEET L1.6	LANDSCAPE PLAN & DETAILS

Landscape

KEY MAP



THE RETREAT

AT SYCAMORE FARMS
PARCEL 12, PHASE 2



DATE:	MARCH 2016
PROJECT:	070
DRAWN BY:	MP
REVIEW BY:	EL
VERSION:	CD'S
REVISIONS:	

SHEET TITLE:
LANDSCAPE
COVER SHEET

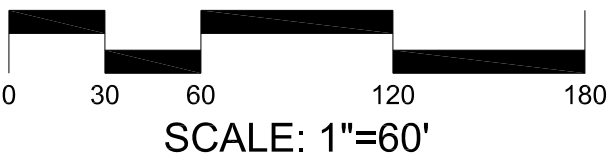
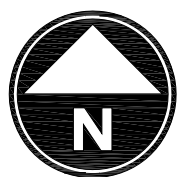
SHEET NUMBER:

L0.0



Plant Schedule

SYMBOL	BOTANICAL/COMMON NAME	SIZE
TREES		
	Fraxinus velutina Arizona Ash	24" Box
	Prosopis chilensis (Hybrid) Thornless Chilean Mesquite	24" Box
	Chilopsis linearis Desert Willow	24" Box
EVERGREEN TREES		
	Pinus elarica Afghan Pine	24" Box
	Quercus virginiana Heritage Live Oak	24" Box
EVERGREEN SHRUBS		
	Lantana x 'New Gold' New Gold Lantana	1 Gal.
	Lantana montevidensis Trailing Purple Lantana	1 Gal.
LARGE SHRUBS 7-15' SPREAD		
	Dodonaea viscosa Green Hopseed Bush	5 Gal.
	Caesalpinia mexicana Mexican Bird of Paradise	5 Gal.
MEDIUM SHRUBS 5-7' SPREAD		
	Larrea tridentata Creosote Bush	5 Gal.
	Nerium oleander 'Petite Pink' Petite Pink Oleander	5 Gal.
SMALL SHRUBS 2-5' SPREAD		
	Calliandra californica Baja Fairy Duster	5 Gal.
	Convolvulus cneorum Silver Bush Morning Glory	5 Gal.
	Ruellia brittoniana Mexican Petunia	5 Gal.
PERENNIALS/SUCCULENTS		
	Hesperaloe parviflora Red Yucca	1 Gal.
GRASSES		
	Muhlenbergia rigens Deer Grass	1 Gal.
TURF		
	Cynodon Dactylon 'Mid-Iron' 'Mid-Iron' Bermuda Grass	Sod
GROUNDCOVERS		
	Dalea greggii Trailing indigo bush	1 Gal.



THE RETREAT

AT SYCAMORE FARMS
PARCEL 12, PHASE 2



DATE:	MARCH 2016
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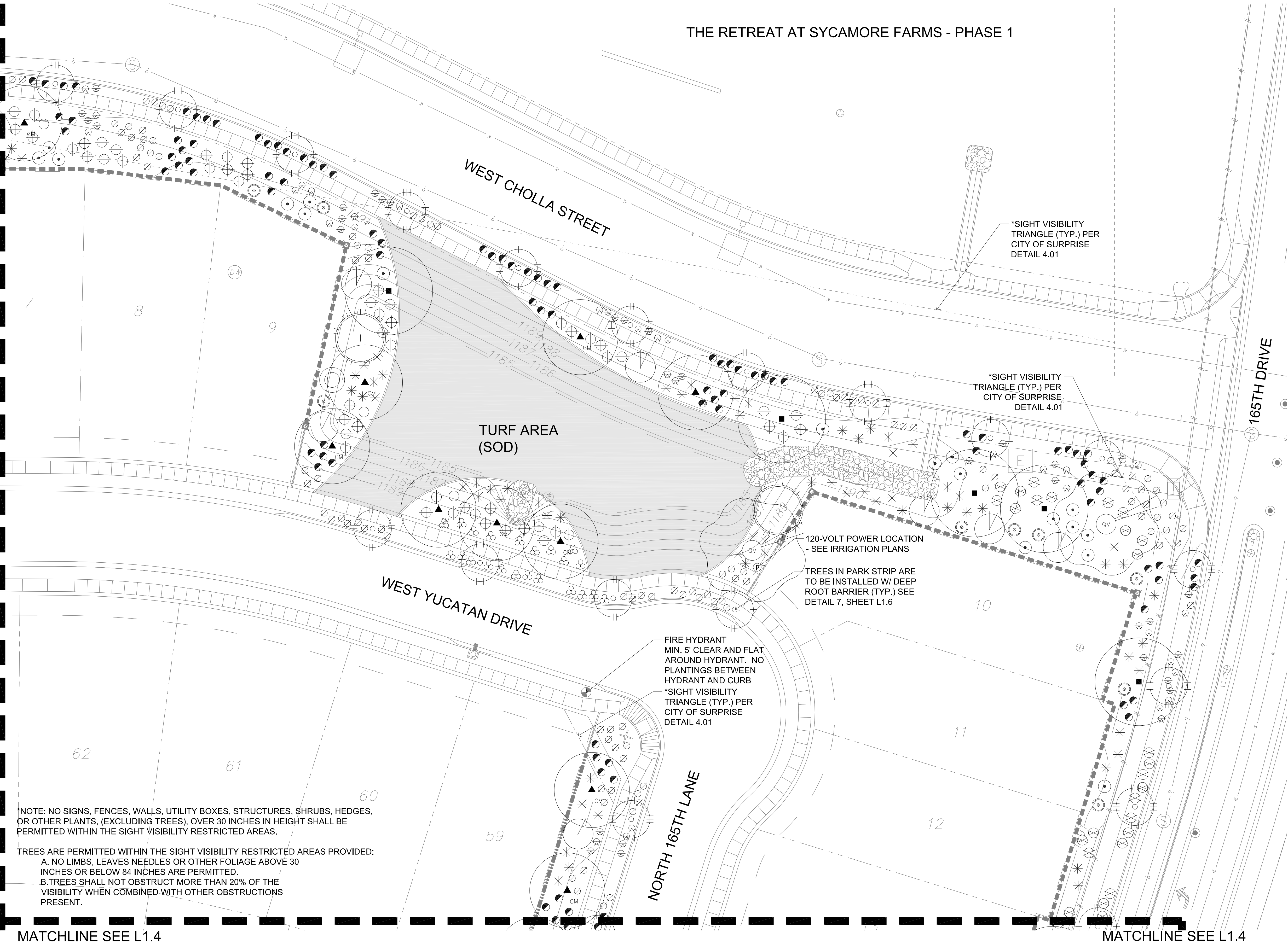
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OVERALL
LANDSCAPE PLAN

SHEET NUMBER:

L1.0

MATCHLINE SEE L1.2

MATCHLINE SEE L1.2



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

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

MATCHLINE SEE L1.4

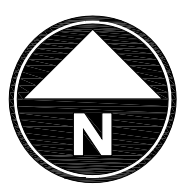
MATCHLINE SEE L1.4

THE RETREAT AT SYCAMORE FARMS - PHASE 1

Plant Schedule

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

KEY MAP



THE RETREAT

AT SYCAMORE FARMS
PARCEL 12, PHASE 2



DATE:	MARCH 2016
PROJECT:	070
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SHEET TITLE:
LANDSCAPE PLAN

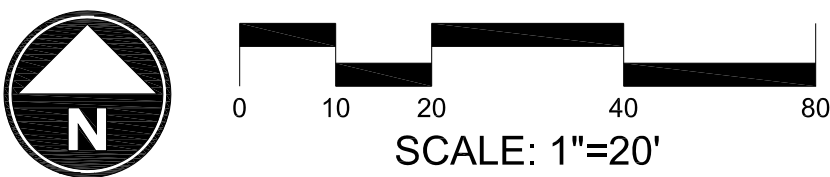
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Plant Schedule

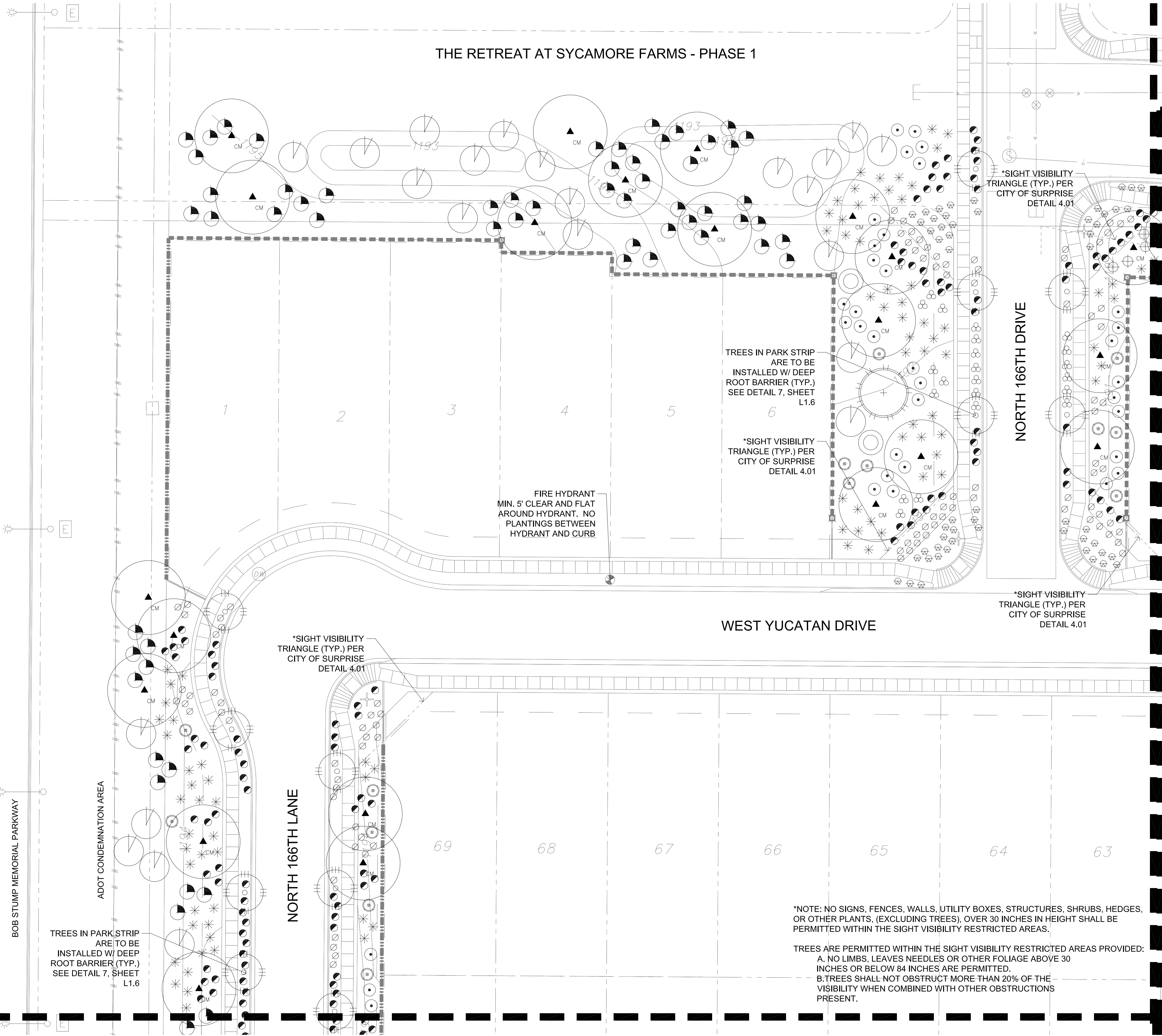
SYMBOL	BOTANICAL/COMMON NAME
TREES	
	Fraxinus velutina Arizona Ash
	Prosopis chilensis (Hybrid) Thornless Chilean Mesquite
	Chilopsis linearis Desert Willow
EVERGREEN TREES	
	Pinus elarica Afghan Pine
	Quercus virginiana Heritage Live Oak
EVERGREEN SHRUBS	
	Lantana x 'New Gold' New Gold Lantana
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LARGE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

KEY MAP



MATCHLINE SEE L1.3

THE RETREAT AT SYCAMORE FARMS - PHASE 1



MATCHLINE SEE L1.3

MATCHLINE SEE L1.1

MATCHLINE SEE L1.1

THE RETREAT

AT SYCAMORE FARMS
PARCEL 12, PHASE 2



DATE:	MARCH 2016
PROJECT:	070
DRAWN BY:	MP
REVIEW BY:	EL
VERSION:	CD'S

REVISIONS:

SHEET TITLE:
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PLAN

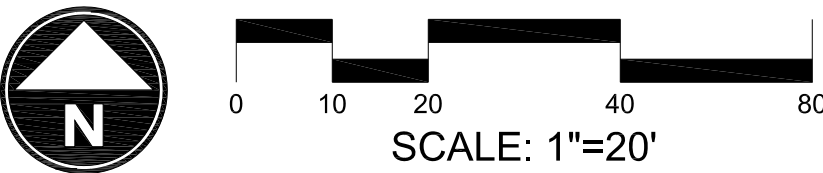
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Plant Schedule

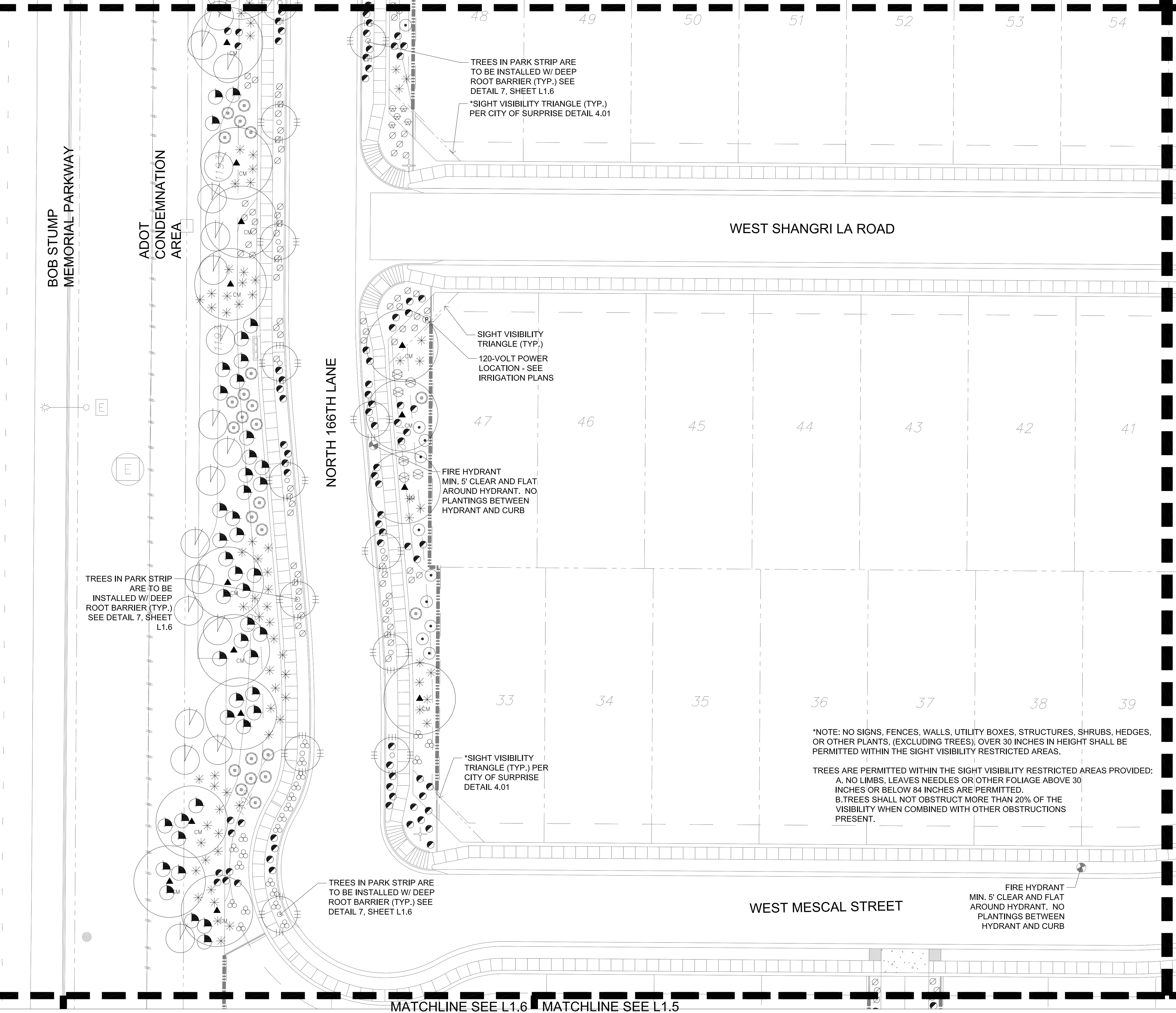
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TREES	
	Fraxinus velutina Arizona Ash
	Prosopis chilensis (Hybrid) Thornless Chilean Mesquite
	Chilopsis linearis Desert Willow
EVERGREEN TREES	
	Pinus elarica Afghan Pine
	Quercus virginiana Heritage Live Oak
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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

KEY MAP



MATCHLINE SEE L1.2

MATCHLINE SEE L1.2



THE RETREAT

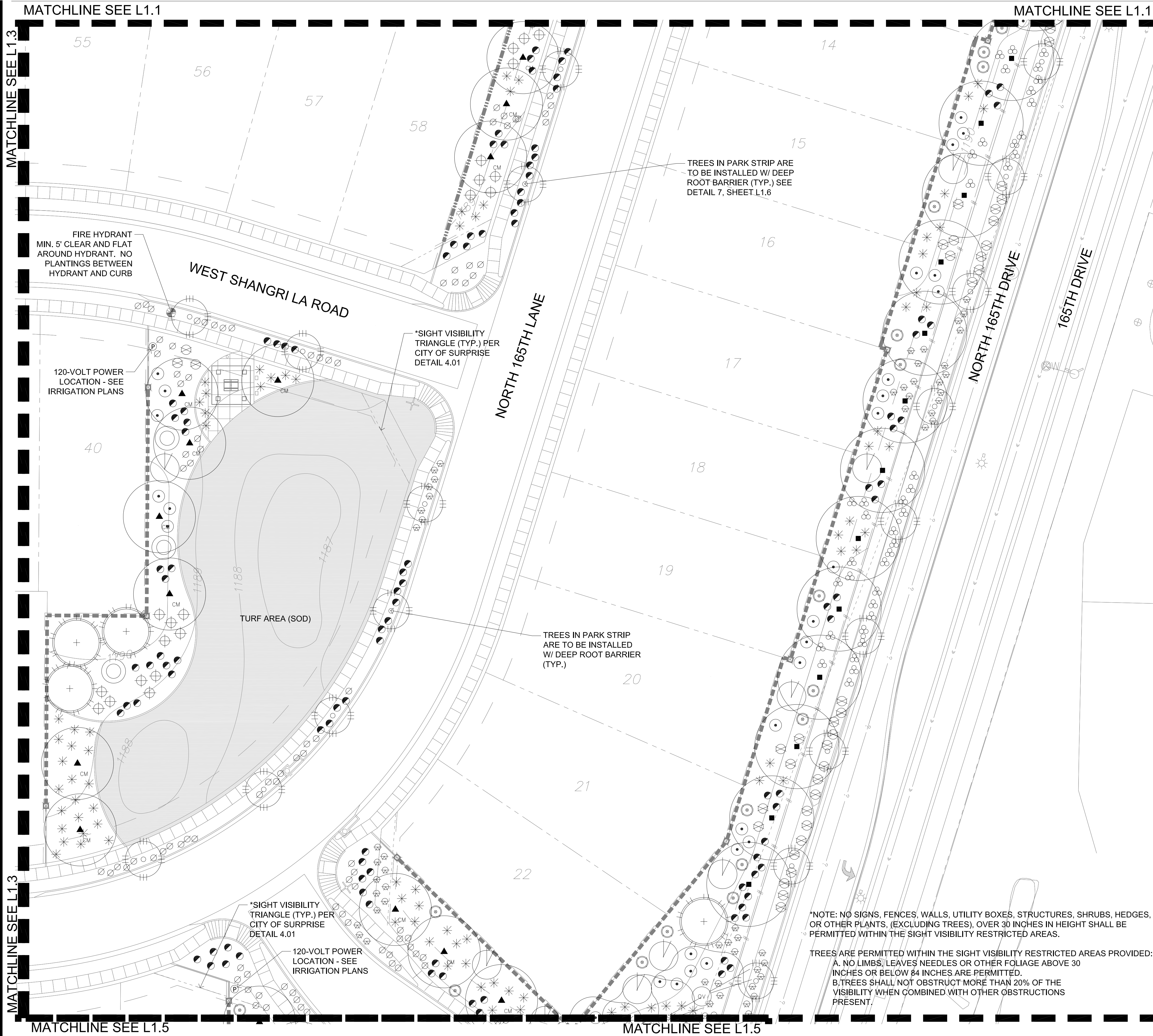
AT SYCAMORE FARMS
PARCEL 12, PHASE 2



DATE:	MARCH 2016
PROJECT:	070
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LANDSCAPE
PLAN

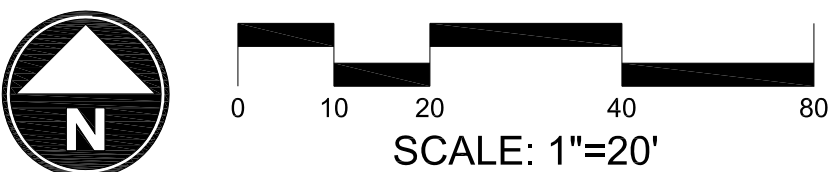
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Plant Schedule

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

KEY MAP



THE RETREAT

AT SYCAMORE FARMS
PARCEL 12, PHASE 2

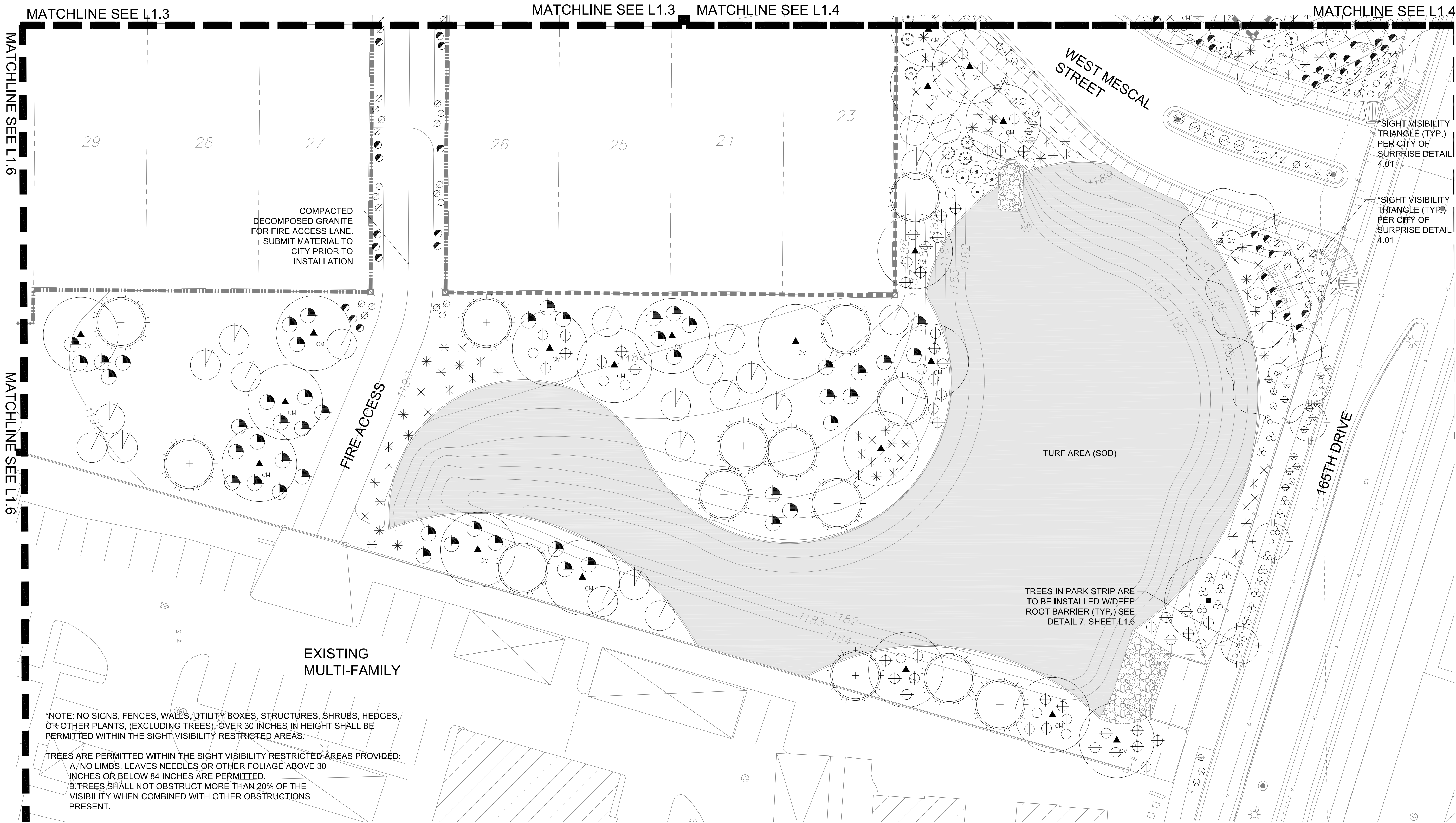


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PROJECT:	070
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VERSION:	CD'S
REVISIONS:	

SHEET TITLE:
LANDSCAPE
PLAN

SHEET NUMBER:

L1.4



Plant Schedule

SYMBOL BOTANICAL/Common Name

TREES

- Fraxinus velutina
Arizona Ash
- Prosopis chilensis (Hybrid)
Thornless Chilean Mesquite
- Chilopsis linearis
Desert Willow

EVERGREEN TREES

- Pinus elarica
Afghan Pine
- Quercus virginiana
Heritage Live Oak

EVERGREEN SHRUBS

- Lantana x 'New Gold'
New Gold Lantana
- Lantana montevidensis
Trailing Purple Lantana

LARGE SHRUBS 7-15' SPREAD

- Dodonaea viscosa
Green Hopseed Bush
- Caesalpinia mexicana
Mexican Bird of Paradise

MEDIUM SHRUBS 5-7' SPREAD

- Larrea tridentata
Creosote Bush
- Nerium oleander 'Petite Pink'
Petite Pink Oleander

SMALL SHRUBS 2-5' SPREAD

- Calliandra californica
Baja Fairy Duster
- Convolvulus cneorum
Silver Bush Morning Glory
- Ruellia brittoniana
Mexican Petunia

PERENNIALS/SUCCULENTS

- Hesperaloe parviflora
Red Yucca

GRASSES

- Muhlenbergia rigens
Deer Grass

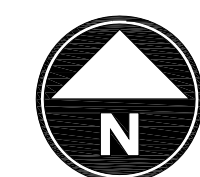
TURF

- Cynodon Dactylon 'Mid-Iron'
'Mid-Iron' Bermuda Grass

GROUNDCOVERS

- Dalea greggii
Trailing indigo bush

KEY MAP



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

THE RETREAT

AT SYCAMORE FARMS
PARCEL 12, PHASE 2



DATE: MARCH 2016

PROJECT: 070

DRAWN BY: MP

REVIEW BY: EL

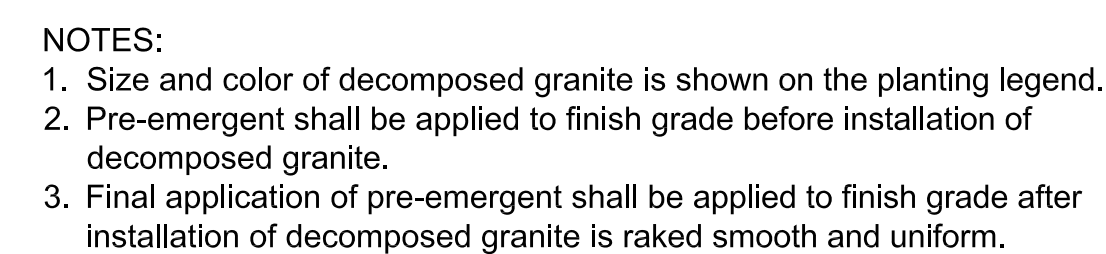
VERSION: CD'S

REVISIONS:

SHEET TITLE:
LANDSCAPE
PLAN

SHEET NUMBER:

L1.5



Not to Scale



2 Not to Scale



3 Not to Scale

SHRUB PLANTING NOTES:

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



4 Not to Scale



Not to Scale



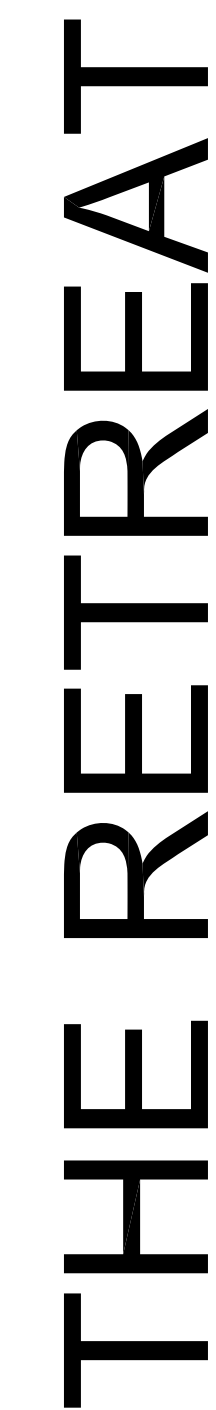
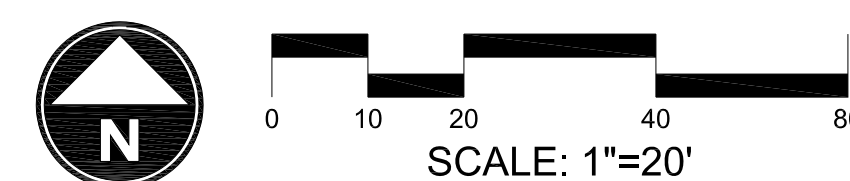
6 Not to Scale



Not to Scale



Scale: 1"-20'-0"



AT SYCAMORE FARMS
PARCEL 12, PHASE 2



DATE: MARCH 2016

PROJECT:	070
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REVISIONS:

SHEET TITLE:

LANDSCAPE DETAIL

GOALS & PLAN

SHEET NUMBER:

L1.6

FS16-148

Sycamore Farms Parcel 2, Phase 2

Final Plat

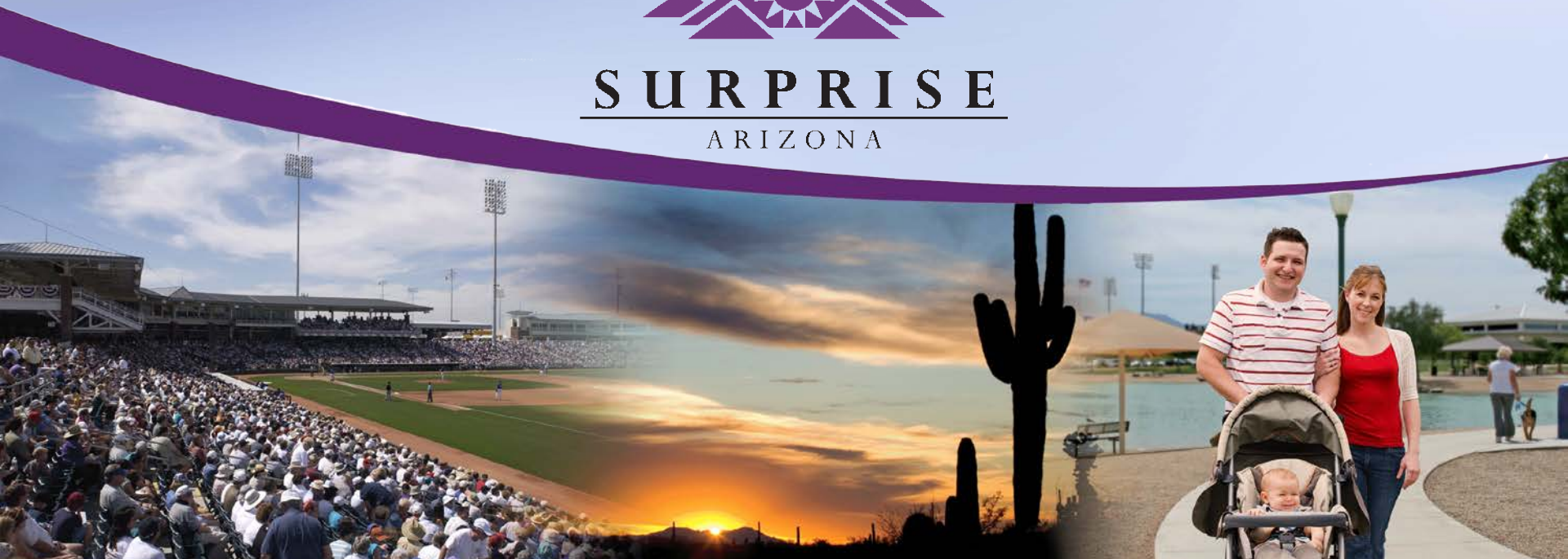
South

City Council Regular Session

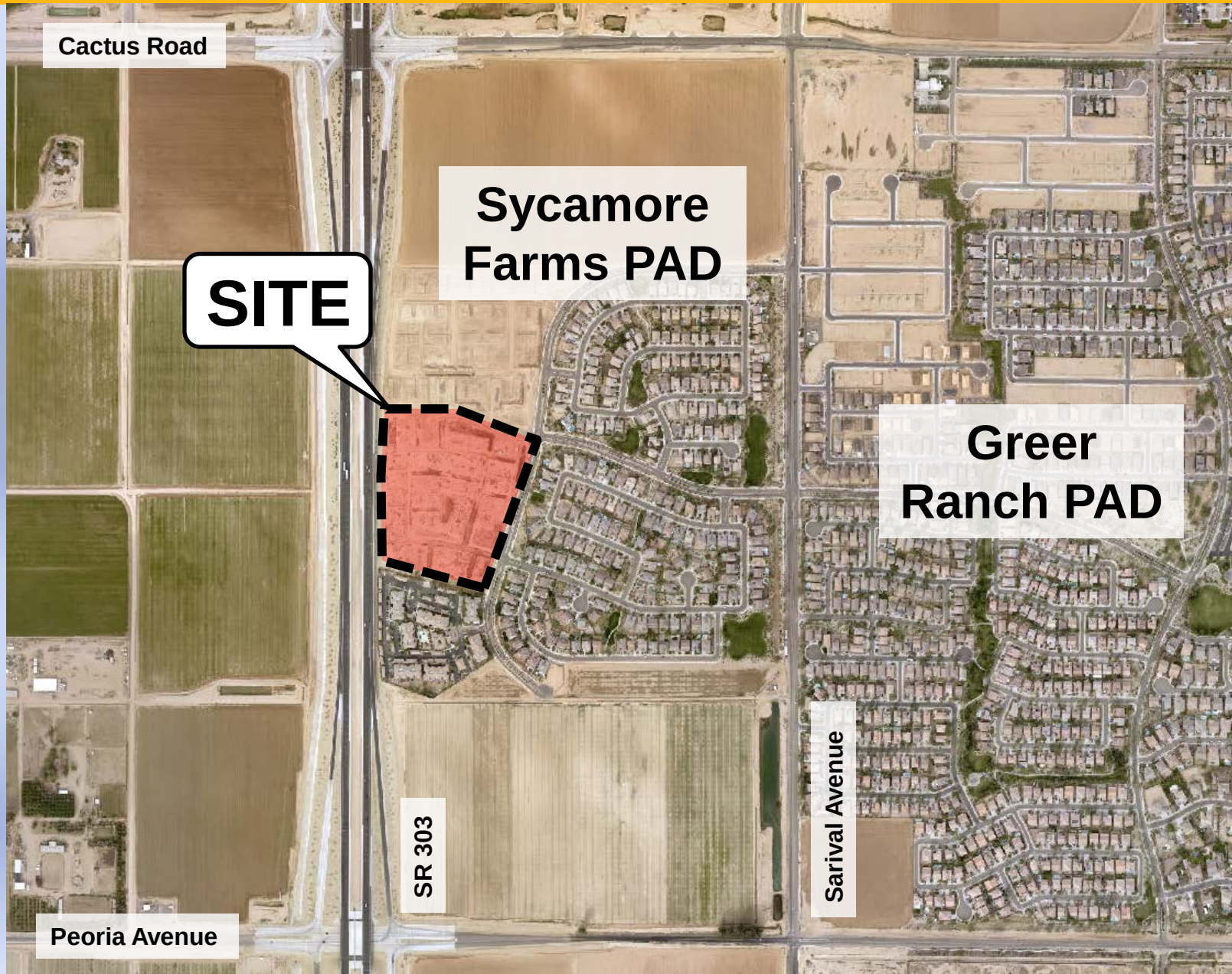
June 21, 2016



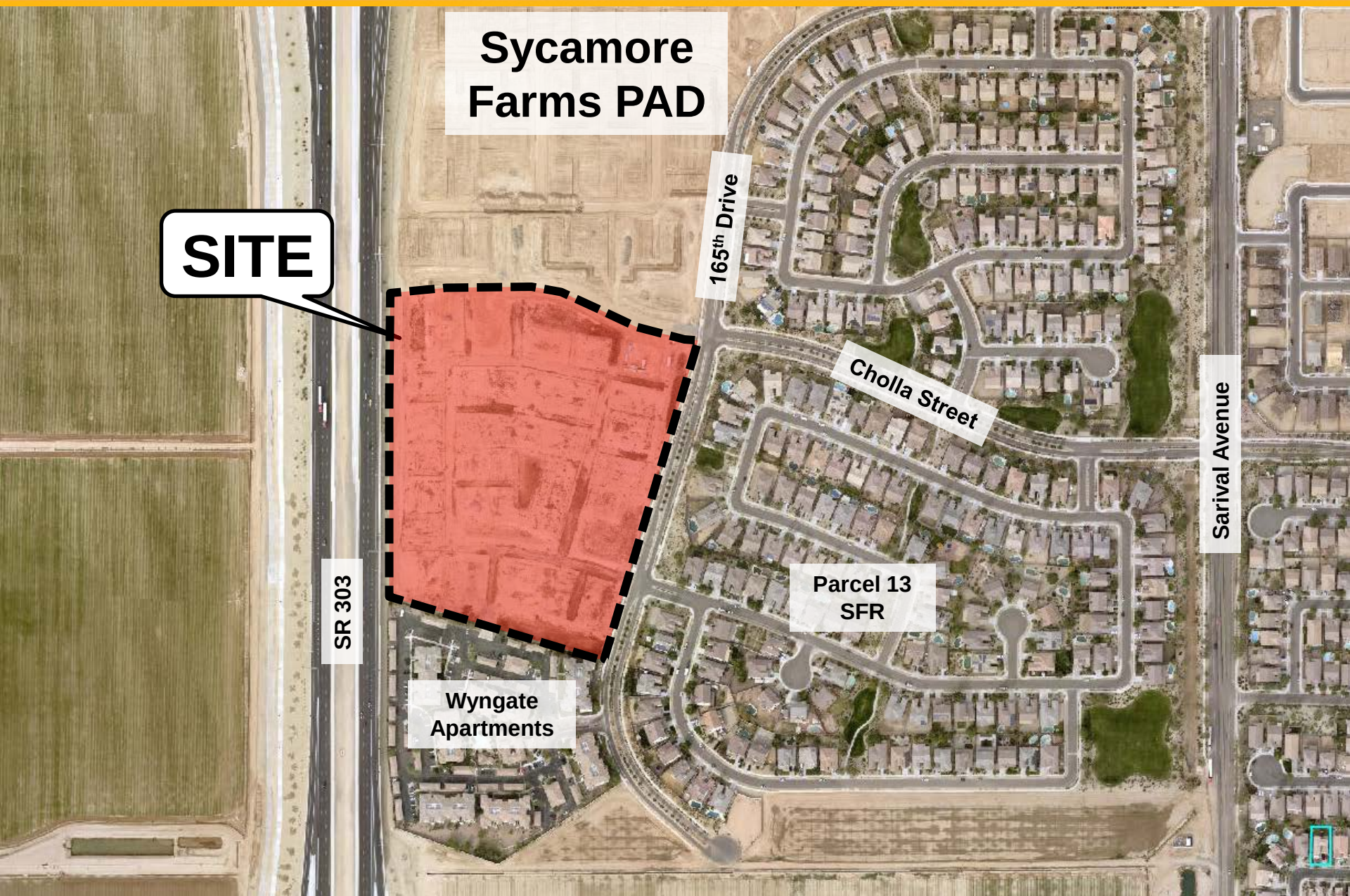
SURPRISE
ARIZONA



VICINITY MAP



VICINITY MAP



Sycamore
Farms PAD

SITE

165th Drive

Cholla Street

Sarival Avenue

SR 303

Wyngate
Apartments

Parcel 13
SFR

ma School Road, Suite 2
er, Arizona 85288

FINAL PLAT



LEGAL DESCRIPTION

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

COMMENCING at a found Maricopa County Department of Transportation brass cap in handbook for the North Quarter corner of said Section 24, from which a found Arizona Department of Transportation brass cap in handbook for the South Quarter corner of said Section 24 bears South 00 deg. 21 min. 43 sec. West - 5079.69 feet.

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

THENCE South 69 deg. 39 min. 13 sec. East departing said mid-section line, a distance of 201.19 feet to the East right-of-way line of Salt Spring Memorial Parkway recorded in Document No. 202-0006660, MCR, and in the North line of the Map of Dedication of the Retreat at Sycamore Farms - Phase 2 recorded in Book 860 of maps, Page 35, MCR, said plat being the TRUE POINT of BEGINNING,

THENCE in an easterly direction departing said East right-of-way line and continuing along the North line of said Sycamore Farms - Phase 2 the following true 131 courses,

South 69 deg. 39 min. 13 sec. East, a distance of 300.72 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 201.09 feet, a central angle of 20 deg. 00 min. 10 sec., and being subtended by a chord which bears South 75 deg. 44 min. 13 sec. East - 156.02 feet,

Continue to a southeasterly direction along said curve to the right, a distance of 107.39 feet,

South 62 deg. 56 min. 18 sec. East non-tangent to said curve, a distance of 129.60 feet to a Point of Curvature of a circular curve to the left, having a radius of 408.00 feet, a central angle of 17 deg. 37 min. 18 sec., and being subtended by a chord which bears South 71 deg. 44 min. 33 sec. East - 104.98 feet,

Continue to a southeasterly direction along said curve to the left, a distance of 105.47 feet,

South 60 deg. 33 min. 29 sec. East tangent to said curve, a distance of 116.87 feet to the West right-of-way line of North 165th Drive as shown on said Map of Dedication of the Retreat at Sycamore Farms - Phase 2, said plat being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 7.00 feet, a central angle of 27 deg. 43 min. 35 sec., and being subtended by a chord which bears South 04 deg. 30 min. 46 sec. East - 7.19 feet,

THENCE in a westerly direction departing said North line and continuing along said West right-of-way line the following true 141 courses,

Continue to a westerly direction along said curve to the right, a distance of 7.26 feet to a Point of Curvature of a compound circular curve to the right, having a radius of 870.00 feet, a central angle of 7 deg. 35 min. 11 sec., and being subtended by a chord which bears South 15 deg. 16 min. 37 sec. West - 820.16 feet,

Continue to a westerly direction along said curve to the right, a distance of 820.25 feet,

South 17 deg. 16 min. 12 sec. West tangent to said curve and being 35.00 feet West of and parallel to the centerline of said North 165th Drive, said centerline being monumented by a found City of Surprise brass cap (Book of Bearings), a distance of 624.40 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 435.00 feet, a central angle of 1 deg. 16 min. 04 sec., and being subtended by a chord which bears South 16 deg. 30 min. 18 sec. West - 9.32 feet,

Continue to a southerly direction along said curve to the left, a distance of 9.32 feet to the South line of said Sycamore Farms - Phase 2,

THENCE in a southerly direction departing said South line and continuing along the East right-of-way line of said Salt Spring Memorial Parkway the following true 131 courses,

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

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

North 00 deg. 23 min. 43 sec. East, a distance of 210.49 feet,

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

North 00 deg. 23 min. 43 sec. East, a distance of 629.28 feet to the POINT OF BEGINNING, containing 723,944 square feet or 16.469 acres of land.

NOTE: ALL INFORMATION PERTAINS TO ALL LOCAL UNCONTROLLED INTERSECTIONS.

① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT

TYPICAL U.V.E. DETAIL FOR LOCAL STREETS

N.T.S.

① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT

TYPICAL U.V.E. DETAIL FOR LOCAL STREETS

N.T.S.

① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT

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① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT

TYPICAL U.V.E. DETAIL FOR LOCAL STREETS

N.T.S.

① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT

FINAL PLAT "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2" SURPRISE, ARIZONA

A RE-PLAT OF THE MAP OF DEDICATION OF THE RETREAT AT SYCAMORE FARMS - PHASE 2
RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR, SITUATED IN A PORTION OF THE
EAST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LOT SUMMARY TABLE

LOT	(SQ. FT.)
1	6046
2	5043
3	5102
4	5057
5	5175
6	5175
7	5027
8	5352
9	5036
10	6646
11	5325
12	5036
13	5355
14	5175
15	5175
16	5175
17	5175
18	5313
19	5330
20	5670
21	6828
22	5977
23	5687
24	5319
25	5177
26	5175
27	5175
28	5175
29	5175
30	5101
31	5043
32	6341
33	5036
34	5175
35	5175
TOTAL	375,440

LOT SUMMARY TABLE

LOT	(SQ. FT.)
36	5175
37	5175
38	5175
39	5056
40	5478
41	5174
42	5175
43	5175
44	5175
45	5175
46	5175
47	5175
48	5273
49	5175
50	5175
51	5175
52	5175
53	5175
54	5175
55	5839
56	5784
57	5335
58	5488
59	5890
60	5898
61	7021
62	6532
63	5898
64	5175
65	5175
66	5175
67	5175
68	5175
69	5266
TOTAL	375,440

TRACT	AREA (SQ. FT.)	USAGE	MAINTENANCE RESPONSIBILITY
A	9778 L.S., O.S.	H.O.A.	
B	40473 D.E., L.S., O.S.	H.O.A.	
C	2000 L.S., O.S.	H.O.A.	
D	5327 L.S., O.S.	H.O.A.	
E	19970 AMENITY, L.S., O.S.	H.O.A.	
F	2605 L.S., O.S.	H.O.A.	
G	83527 D.E., F.A., L.S., O.S.	H.O.A.	
H	13444 D.E., L.S., O.S.	H.O.A.	
175,124 TOTAL AREA OF TRACTS (SQ. FT.)			

DEVELOPMENT STANDARDS	
ZONING DESIGNATION	PAD/MNR
MINIMUM LOT AREA	2,600 SQ. FT.
MINIMUM LOT WIDTH	30 FT.
MAXIMUM HEIGHT	36 FT.
MAXIMUM COVERAGE	PER SETBACKS
SETBACKS	
FRONT YARD ENTRY OR FORWARD LIVING AREA	12 FT.
FRONT YARD ENTRY	20 FT.
REAR YARD ENTRY	12 FT.
MINIMUM SIDE YARD	3 FT.
MINIMUM SIDE YARD (STREET)	10 FT.
REAR YARD	10 FT.
DECK/PAVING	6 FT.

LAND USAGE LEGEND

D.E. DRAINAGE EASEMENT
F.A. FLOOD ALLEYS
L.S. LANDSCAPE
O.S. OPEN SPACE

MAINTENANCE LEGEND

H.O.A. THE RETREAT AT SYCAMORE FARMS, PARCEL 12, PHASE 2 HOME OWNERS ASSOCIATION

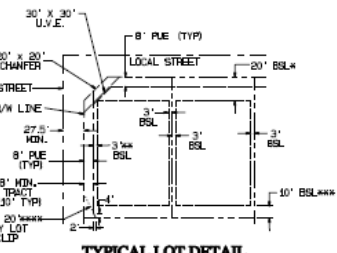
LEGEND	
●	FOUND MONUMENT AS NOTED
●	SET CORNER OF THIS PLAT PER MAG. STD. UTL. 30'-4" TYPE "C"
●	SET BRASS CAP FLUSH PER MAG. STD. UTL. 30'-4" TYPE "C"
○	CALCULATED POINT, NOTHING FOUND AND NOTHING SET
NO	MEASURED
FO	RECORD
WE	WATER EASEMENT
N.E.	NATURAL EASEMENT
PUE	PUBLIC UTILITY EASEMENT
VME	VEHICULAR NON-ACCESS EASEMENT
R/W	RIGHT-OF-WAY
M/R	MARICOPA COUNTY RESIDUAL
BC	BOOK
PG.	PAGE
---	PLAY BOUNDARY LINE
---	RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	SECTION LINE
---	CENTER LINE
---	WITCH LINE

RECORD DOCUMENT:

- (R1) PLUS SUBMISSION MAP OF TOWNSHIP 3 NORTH, RANGE 2 WEST, RECORDED IN BOOK 861 OF MAPS, PAGE 18, MCR
(R2) MAP OF DEDICATION - THE RETREAT AT SYCAMORE FARMS - PHASE 2, RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD	BEARING	CHORD
C1	281.09	137.38	28°10'30"	570.144376	136.02	
C2	418.00	125.47	17°37'11"	571.141575	254.88	
C3	19.00	7.28	27°42'25"	504.924816	7.49	
C4	870.00	120.25	7°59'11"	513.193271	120.25	
C5	430.00	9.52	1°16'14"	516.181818	9.52	
C6	15.00	7.49	27°48'18"	514.144019	7.49	
C7	35.00	7.27	28°38'35"	513.141487	7.27	
C8	427.50	126.81	16°54'29"	581.111019	126.81	
C9	400.00	118.04	16°54'29"	581.111019	117.51	
C10	372.50	109.53	16°54'29"	581.111019	109.53	
C11	42.00	22.81	30°19'22"	532.241215	21.51	
C12	42.00	22.81	30°19'22"	587.141575	21.51	
C13	42.00	22.81	30°19'22"	587.141575	21.51	
C14	367.50	96.05	16°54'29"	581.111019	96.30	
C15	360.00	95.53	16°54'29"	581.111019	95.21	
C16	272.50	80.42	16°54'29"	581.111019	80.42	
C17	172.50	320.31	73°10'31"	583.148157	320.31	
C18	200.00	255.41	73°10'31"	583.148157	255.41	
C19	227.50	81.34	29°59'21"	579.132015	82.57	
C20	227.50	103.98	26°11'57"	530.121515	103.98	
C21	180.00	113.59	38°37'33"	553.125121	114.61	
C22	200.00	136.25	39°18'45"	553.125121	134.00	
C23	200.00	155.62	38°46'40"	553.125121	155.62	
C24	42.00	22.81	30°19'22"	579.132015	21.51	
C25	57.00	149.80	50°54'43"	544.571317	149.25	
C26	42.00	22.81	30°19'22"	579.132015	21.51	
C27	472.50	43.06	5°13'45"	502.142516	43.04	
C28	500.00	45.36	5°13'45"	502.142516	45.36	
C29	527.50	48.07	5°13'45"	502.142516	48.05	
C30	527.50	48.07	5°13'45"	502.142516	48.05	
C31	100.00	45.36	5°13'45"	502.142516	45.36	
C32	472.50	25.45	3°12'25"	503.131216	25.45	
C33	42.00	22.81	30°19'22"	579.132015	21.51	
C34	57.00	149.73	50°54'43"	544.571317	149.25	
C35	42.00	22.81	30°19'22"	579.132015	21.51	

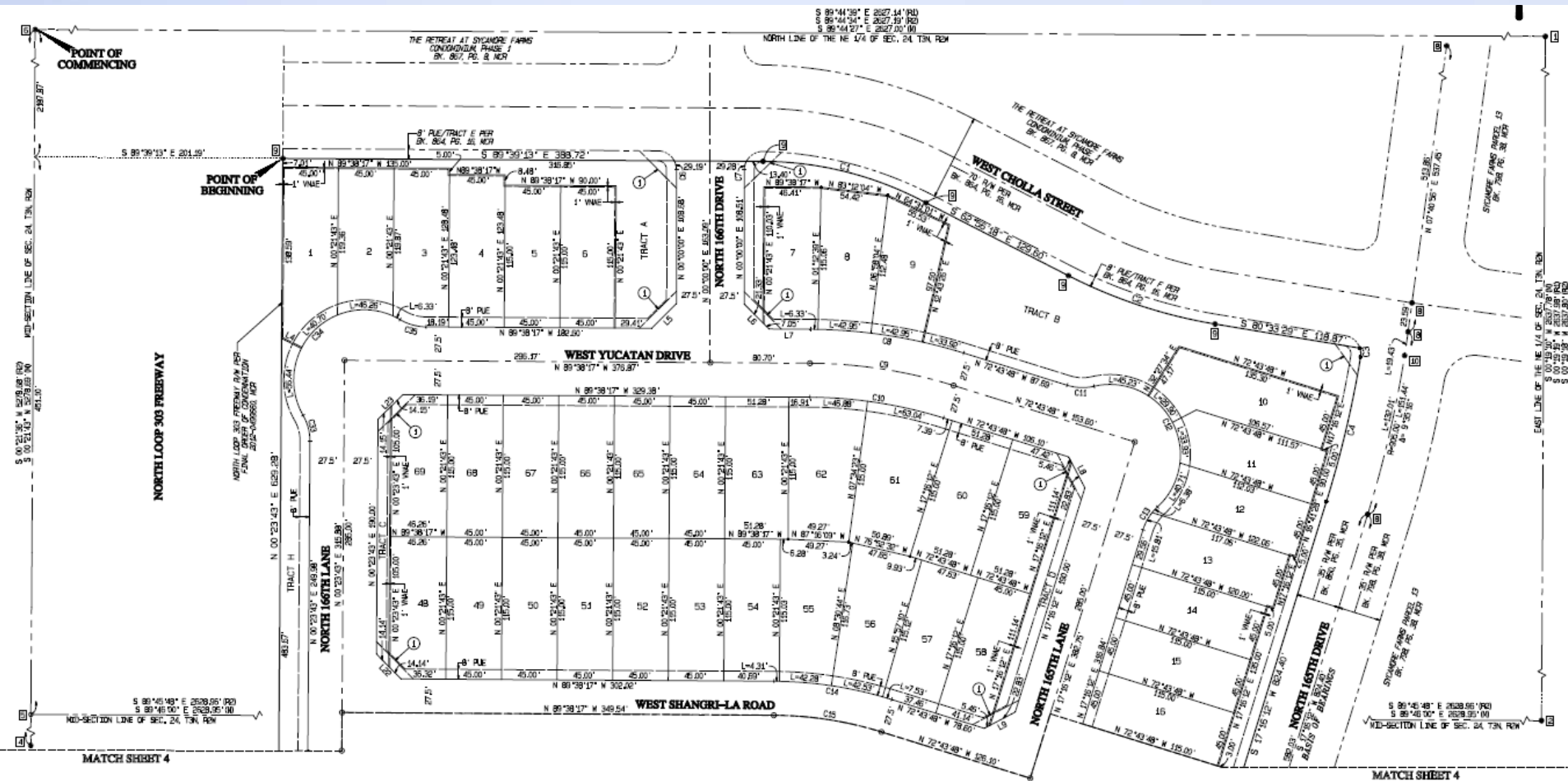


- * 12' FOR LIVING AREA OR SIDE LOAD GARAGE - 20' FOR FRONT LOAD GARAGE. IN NO CASE SHALL THE FACE OF THE GARAGE BE LESS THAN 20' FROM BACK OF SIDEWALK.
- ** SETBACK INCLUDES ADJACENT COMMON AREA LANDSCAPE TRACT, BUT IN NO CASE SHALL BE LESS THAN 5 FEET FROM PROPERTY LINE.
- *** 10' FOR LIVING AND 5' FOR UNLOCKED PATIO COVER, FIREPLACES, BAY WINDOWS OR ENTERTAINMENT POP-UPS MAY BURSTHROW 3' INTO THE REAR SETBACK.
- **** KEY LOT CLIPS ARE NOT REQUIRED WITH (10' TYPICAL) SIDE TRACT



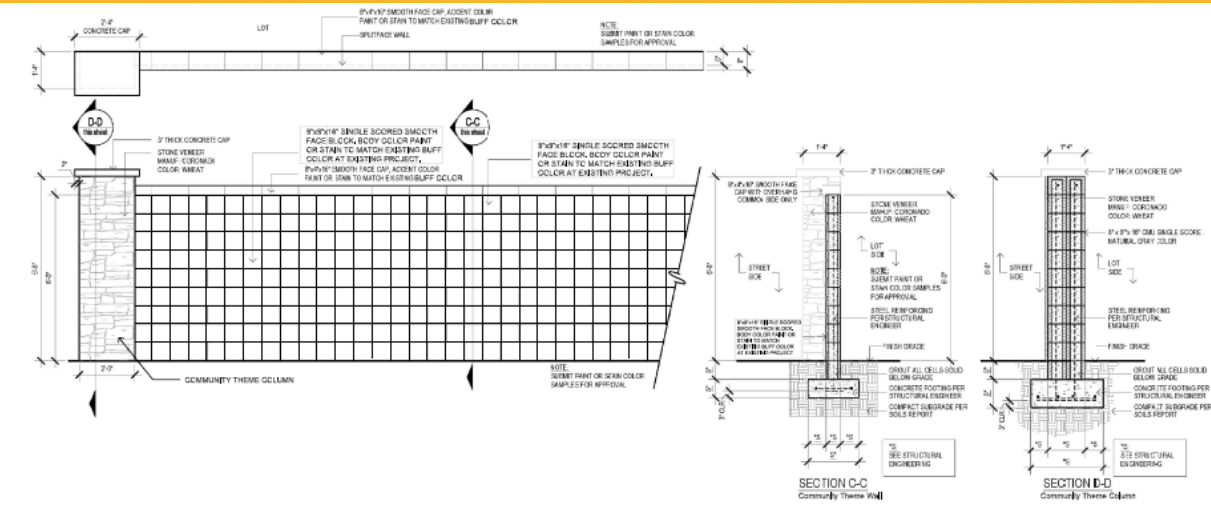
PREPARED BY: **GOODWIN MARSHALL & ASSOCIATES, INC.**
OVL ENGINEERS - PLANNERS - SURVEYORS
2706 South Alma School Road, Suite 2
Chandler, Arizona 85226
(602) 218-7288

SURVEYED BY: **ASAM**
Arizona Surveying & Mapping
2411 W. Northern, Suite 200
Chandler, Arizona 85226
(480) 841-1111

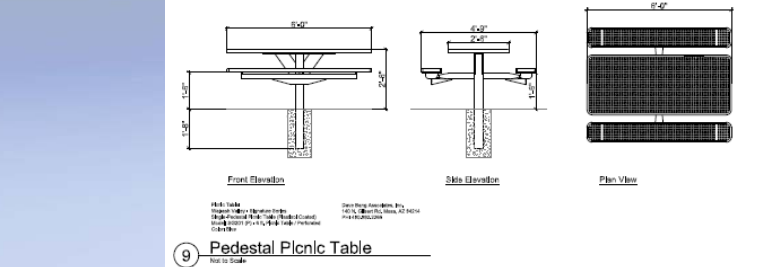


2705 South Alm

HARDSACPE AND AMENITIES



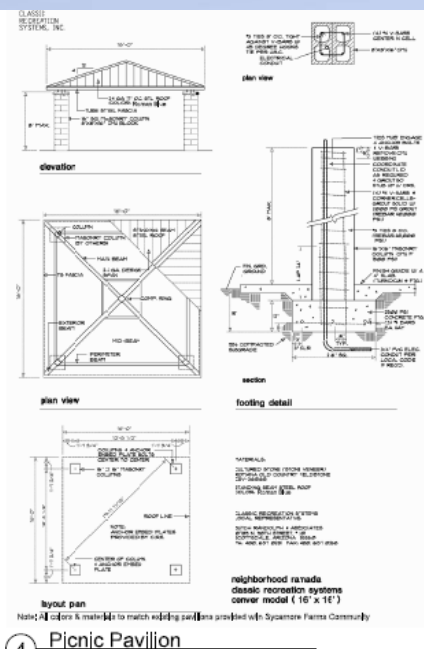
1 Community Theme Wall & Column



9 Pedestal Picnic Table



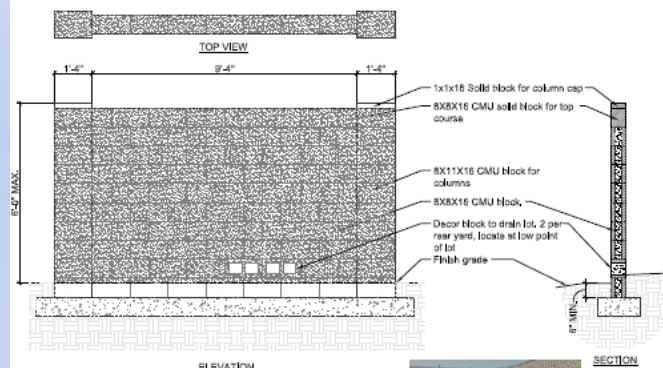
5 Entry Monument



4 Picnic Pavilion



8 Alternative Surface Fire Lane - Soft Surface



2 Community Subdivision CMU Wall



6 BBQ

LANDSCAPE



Questions or Comments?



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Seth Dyson, Human Service & Community Vitality Department Director
Submitting Department:	Human Service & Community Vitality	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval and acceptance of contract and grant funds for fiscal year 2017 in the amount of \$50,000 from Area Agency on Aging Region One; Resolution # 2016-91.

Motion:

I move to approve Resolution # 2016-91.

Background:

The City of Surprise, through its Human Service & Community Vitality (HSCV) Department, applied for a continuation of a \$50,000 grant from Area Agency on Aging that has been in place since 2004. The grant award will serve to support the congregate meal program and a portion of the Senior Center multipurpose operations that support the program.

Objective Analysis:

This action will allow the HSCV Department to maintain the congregate meal service program at the Senior Center.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

This grant award is \$21,700 for part-time salaries and \$28,300 for special event hosting for a one-time total of \$50,000. There is a 10% in-kind City match requirement in the amount of \$5,000 which will be met with HSCV's General Fund operating budget for a total grant budget of \$55,000.

Budget Impact:

Grant funding in the amount of \$50,000 will be included as a part of the FY2017 budget.

FTE Impact:

This action does not have an effect on current staffing levels.

ATTACHMENTS:

Click to download

☐ [Resolution 2016-91](#)

☐ [AAA Contract](#)

RESOLUTION # 2016-91

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO
ACCEPT GRANT FUNDING FROM AREA AGENCY ON AGING
FOR CONGREGATE MEALS.**

WHEREAS, the City of Surprise, through its Human Service & Community Vitality Department, applied for a continuation of a \$50,000 grant from Area Agency on Aging that has been in place since 2004;

WHEREAS, the grant award will serve to support the congregate meal program and a portion of the Senior Center multipurpose operations that support the congregate meal program;

WHEREAS, the grant award will be included as a part of the FY2017 budget;

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

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

Section 1. The City of Surprise is authorized to accept a grant in the amount of \$50,000 from Area Agency on Aging for Congregate Meals.

Section 2. The City Manager, or his designees, 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.

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Contract #2017-37-SUR

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated **AND**
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85374
623-222-1500 fax: 623-222-1501
EIN 866007796

DURATION OF THE CONTRACT, FY 2017: July 1, 2016 and shall end June 30, 2017.

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO

Seth Dyson, Director, Human Services &
Community Vitality

Programmatic Authority: Jim Knaut, Sr. Vice President of
Contracts Administration

Joe Gladieux, Senior Services Program
Supervisor

Daily Contacts: Amanda Weiler, Contracts Specialist

Joe Gladieux, Senior Services Program
Supervisor

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

Finance & Budget Department, 16000 North Civic Center Plaza, Surprise Arizona 85378

This Contract is entered into by and between City of Surprise, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, special Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

CITY OF SURPRISE

Signature and Date

**Mary Lynn Kasunic, President & CEO
Area Agency on Aging Director**

Signature and Date

**Seth Dyson, Director,
Human Services & Community Vitality**

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2017-37-SUR

CONTRACTOR: City of Surprise

TYPE: **Original Contract**

CONTRACT TERM: July 1, 2016 to June 30, 2017

Contract Reimbursement Ceiling for all Services: TOTAL: \$ 50,000

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	Multipurpose Operations
Area Agency	38,300	11,700
Project Income	14,500	-
Non-Fed Inkind	-	-
Non-Fed Cash	81,574	102,207
Other Federal	3,500	2,300
TOTAL	137,874	116,207
EXPENSES		
Personnel	48,170	75,999
ERE	10,154	20,008
Prof&Outside	3,500	2,300
Travel	200	-
Space	8,550	12,400
Equipment	-	-
Materials/Supl	66,100	5,300
Operating Svc	1,200	200
Indirect	-	-
TOTAL	137,874	116,207
UNITS	8,000	3,500
UNIT RATE	\$ 17.23	\$ 33.20

TERMS AND CONDITIONS

1. **Definitions of Terms** As used in this contract, the terms listed below are defined as follows:

- a. *Additional Insured* specifically includes all agencies and requirements as identified in **Section 6.b Additional Insured Requirements**.
- b. *Area Agency* means the Area Agency on Aging, Region One, Incorporated.
- c. *Begin Date* means the date the contract is officially enforce as identified in the Contract Signature page (page 1). The Contractor may start to provide services under this contract not earlier than the Begin Date. The Contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. Payments or reimbursements shall not be made under this contract until the effective date of this contract.
- d. *Compensation* means that part of this contract that contains the approved method of payment or reimbursement which may include a budget or fee or rate for the delivery of services pursuant to this contract. Compensation also means Cost or Price.
- e. *Contract* means the combination of the Request for Proposals , including Terms and Conditions, Service Specifications and Scopes of Work; the Offer and any Best and Final Offer(s); Methodologies and Work Statements; any Solicitation or Contract Amendments; and any terms implied by law.
- f. *Contract Amendment* means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
- g. *Contract Expenditures* means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget and compensation terms and methods.
- h. *Contract Monitor* means the Area Agency staff person who is assigned managerial responsibility for the contract.
- i. *Contract Operating Budget* means the Contractor's itemized then condensed operating budget as approved through a Solicitation or Amendment.
- j. *Contractor* means any person, agency, entity that has a contract with the Area Agency. Contractor shall also be referred to as Provider.
- k. *Contract Term* means the period of time from the contract Begin Date to the contract termination date as awarded, extended, or terminated based on these contract provisions.
- l. *Days* means calendar days unless otherwise specified.
- m. *Department* means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- n. *Effective Date* means the date the Contractor is to start delivering services. The Effective Dates is specified on any proposal, Contract Signature page, or amendment.
- o. *Eligible Persons* means the persons determined eligible for contract services in accordance with the criteria set forth by this contract.
- p. *Equipment* means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.) and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land buildings, structures, or facilities' improvements).
- q. *Fiscal Year* means the period beginning with July 1 and ending June 30.
- r. *Gratuity* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- s. *Level of Service* means the number of units of service specified in the Contract Summary page.
- t. *Materials* means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- u. *May* indicates something that is not mandatory but permissible.
- v. *Offer* means bid, proposal, or quotation or *Solicitation*

- w. *Procurement Officer* means the Area Agency President/CEO or designee who is duly authorized by Area Agency to enter into and administer contracts and make written determinations with respect to the contract.
- x. *Quarter* means fiscal quarters July-September, October-December, January-March, and April-June.
- y. *Reimbursement Ceiling* means the maximum amount payable by Area Agency to the Contractor under this Contract.
- z. *Scope of Work* means the Arizona Department of Economic Services description of service(s) to be provided pursuant to this contract.
- aa. *Services* means the furnishing of labor, time, product, or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- bb. *Shall, Must* indicates a mandatory requirement. Failure to meet these mandatory requirements may result in default of contract.
- cc. *Should* indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information or comply with a “*should*” statement in a Scope of Work, Service Specification, or Area Agency directive, Area Agency may, at its sole option, ask the Contractor to provide the information or comply with the action.
- dd. *Solicitation* means an invitation for bids, a request for proposals, request for quotation, request for qualifications or *Offer*.
- ee. *State* means the State of Arizona, the Department of Economic Security, other Department(s) or Agency of the State that maintains authority in the contract.
- ff. *Subcontract* means any contract, expressed or implied, between the Contractor and another party or between the Contractor’s subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or providing any service required for the performance of the Contract.
- gg. *Vulnerable adult* means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. **Contract Interpretation**

- a. Arizona Law The Arizona law applies to this contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- b. Compliance with Applicable Laws All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract.
 - i. This contract shall be governed and interpreted by the laws of the State of Arizona.
 - ii. The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws, and the Contractor shall maintain all applicable license and permit requirements.
 - iii. Nothing in this contract shall be construed as a waiver of an Indian tribe’s sovereign immunity; nothing shall be construed as an Indian tribe’s consent to be sued or as consent by an Indian tribe to jurisdiction of any State Court.
 - iv. The Contractor shall comply with the requirements related to reporting to a peace officer or to child or adult protective services incidents of crimes against children as specified in A.R.S. §13-3620 and crimes against the elderly as specified in A.R.S. §46-454 as may be amended.
 - v. The Contractor shall comply with Public Law 101-121, Section 319 (31 USC Section 1352) as may be amended and 29 CFR Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to

- solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- vi. The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
 - c. Implied Contract Terms Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.
 - d. Contract Order of Precedence In the event of a conflict in the provisions of the contract, as accepted by the Area Agency and as it may be amended, the following shall prevail in the order set forth below:
 - i. Terms and Conditions;
 - ii. Provider Specific Terms for Programs with ALTCS Funded Services
 - iii. Provider Specific Terms
 - iv. Scope of Work,
 - v. Service Specifications;
 - vi. Area Agency manuals, policies and directives;
 - vii. Documents referenced or included in the solicitation.
 - e. Vehicle Lease All provisions of this contract are applicable to and extended to any Vehicle Lease that may be initiated between Contractor and Area Agency during the terms of this contract.
 - f. Relationship of Parties
 - i. The Contractor under this contract is an independent Contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
 - ii. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Area Agency or other funding source within this contract.
 - iii. Taxes or Social Security payments will not be withheld from an Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.
 - g. Severability The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.
 - h. No Parole Evidence This contract 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 used in this contract and no other understanding either oral or in writing shall be binding.
 - i. No Waiver Either party's failure to insist on strict performance of any term or condition of the contract 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 to it.

3. Contract Administration and Operation

- a. Contract Term
 - i. The term of this contract shall be for the period of time from the contract begin date identified on the Contract Signature page to the contract termination date identified on the Contract Signature page or extended in an amendment.
 - ii. The begin date of the contract term is the date that the Contractor may start to provide services under this contract. The Contractor shall not provide services prior to contract term commencing or after the end date of the contract (no billable activity outside the effective dates).
- b. Contract Extension

- i. The Area Agency has no obligation to extend or renew this contract. At the sole option of the Area Agency, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part.
 - ii. The Area Agency shall have the unilateral right to extend the contract period for additional one-year periods or portions thereof. The Terms and Conditions of any such contract extension shall remain the same as the original contract.
 - iii. Any extension or renewal must be made prior to the end of the contract period specified in this contract.
 - iv. This contract may only be extended through a written amendment by mutual agreement of the parties.
- c. Cooperation and Understanding Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as the Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
- d. Certifications The Contractor and its subcontractor(s) agree to sign the following certifications within this contract:
 - i. the Certification Regarding Lobbying form, compliance with 49 CFR part 20
 - ii. the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.
- e. Amendments This contract is issued under the authority of the Area Agency President/CEO who signed this contract. The contract may be modified only through a contract Amendment within the scope of the contract issued under the authority of the Area Agency President/CEO. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.
 - i. This contract may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the contract, unless done in writing and signed by the authorized representatives of the respective parties.
 - ii. A written amendment to this contract shall be required whenever there is a material change in the content including but not limited to the following:
 - 1. Reimbursement ceiling;
 - 2. Contract term if extended and/or reduced without terminating the contract;
 - 3. Service delivery plan, the scope of work, or the level/units of service to be provided;
 - 4. Rate paid per unit of service;
 - 5. Ownership or legal entity responsible for the contract; or
 - 6. For any other change in the terms and conditions of the contract which Area Agency deems substantial.
 - iii. Where a change does not fall in any of the categories listed in the above items, the Contractor must obtain approval from the Area Agency President/CEO prior to effecting the change.
- f. Subcontracts The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference all of the terms and conditions of this contract, amendments, manuals, and Area Agency directives.

Area Agency will not allow a subcontract for any direct client / participant services, but may approve ancillary subcontracts for operational functions not related to direct client / participant services.

- i. Prior to adding a subcontractor to the contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:
 1. Be on the Contractor's company letterhead and signed by an authorized representative of the Contractor;
 2. Contain the subcontractor's name, address, phone number, email and primary point of contact;
 3. Include all the certificates as included/required in this contract and as applicable signed by the subcontractor's authorized representative;
 4. Description of the subcontractor's small business status;
 5. Identification of the type of goods and/or services to be provided by the subcontractor;
 6. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 7. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
 8. The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of execution.
- ii. Inclusive Contractor Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- g. Assignment and Delegation The Contractor shall not assign any right nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.
- h. Arbitration The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).
- i. Predecessor and Successor Contracts The execution or termination of this contract shall not be considered a waiver by Area Agency of any and all rights it may have for damages suffered through a breach of this or prior contract with the Contractor.
- j. Audit The Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this contract for a period of five (5) years after completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- k. Substantial Interest Disclosure
 - i. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.
 - ii. Leases or rental agreements or purchase of real property which would be covered by the above paragraph of this section shall be in writing and accompanied by an independent

commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

- iii. For the purpose of this section, the *relative* shall have the same meanings as in A.R.S. §38-502 as may be amended.

- l. Cooperation with Investigation Contractor, subcontractor, provider, vendor, staff, volunteers are to cooperate fully and truthfully with any Area Agency, State, or funding agency investigation, including but not limited to an investigation by an Internal Affairs division of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and/or witness from working with Area Agency clients up to terminating this contract.
- m. Notices All notices under this contract shall be directed in writing to the persons and addresses as specified on the Contract Signature page and/or Facility Location page of this contract.
 - i. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this contract. Non-material alterations that do not require a written amendment are as follows:
 - 1. Change of address and/or telephone number;
 - 2. Change in Contract Authorized Signatory and his/her designee;
 - 3. Change in the name of the Contractor, where the ownership or responsible entity remains the same;
 - 4. Changes in the name and/or address of the person to whom notices are to be sent;
 - 5. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
 - 6. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories or equal value increase in Contractor funds.
 - ii. In a Fixed Price with Price Adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to Area Agency that includes justification for the change and may receive written approval by Area Agency. Any such increase must be offset by an equal value decrease in any budget category or categories.
- n. Advertising, Publishing and Promotion of Contract
 - i. The Contractor shall not use, advertise, or promote information for commercial benefit concerning this contract without the prior written approval of the Area Agency President/CEO or designee.
 - ii. Any advertisement, publication, or other media of promotion of contracted services must include the following statement: *Services are funded in part by Area Agency on Aging, Region One, Incorporated.*
 - iii. The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release.
 - iv. All reports and publications whether written, visual or verbal shall contain the following statement: *This program is funded through a contract with the Area Agency on Aging, Region One Incorporated. Any points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency or related funders.*
- o. Ownership of Intellectual Property
 - i. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Area Agency,

within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO.

- ii. Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.
- p. Transfer of Knowledge The contractor shall, whenever feasible, share strategies and techniques with the Area Agency to transfer the skills and knowledge acquired in the delivery of the contracted service.
- q. Transition of Activities In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the Contractor, under this contract, shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
- r. Federal Immigration and Nationality Act
 - i. By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract.
 - ii. Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the contract. Should the Area Agency determine that the Contractor or any subcontractors be found noncompliant, Area Agency may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- s. Offshore Performance of Work Prohibited Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the Area Agency shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- t. Pandemic Contractual Performance
 - i. The State shall require a written plan that illustrates how the Contractor shall perform up

to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 2. Alternative methods to ensure there are services or products in the supply chain.
 3. An up to date list of company contacts and organizational chart.
- ii. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the Area Agency shall have the following rights:
1. After the official declaration of a pandemic, Area Agency may temporally void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 2. Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. §41-2537 as may be amended of the Arizona Procurement Code.
 3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion, may reinstate the temporarily voided contract(s).

4. Contract Costs and Compensation

a. Availability of Funds

- i. The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as herein provided, are actually available to the Area Agency for disbursement. The Area Agency President/CEO shall be the authority in determining the availability of funds under this contract and the Area Agency shall keep the Contractor fully informed as to the availability of funds.
- ii. If any action is taken by any county, state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Contract, the Area Agency may reduce funding, rates, and/or services or terminate this contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated.
- iii. The Area Agency President/CEO shall have the sole and unfettered discretion in determining the availability of funds.
- iv. Area Agency and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- v. Availability of Funds for the Current Fiscal Year Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or the Area Agency may take any of the following actions:
 1. Reduce payments or units authorized;
 2. Accept a decrease in price offered by the Contractor;
 3. Cancel the Contract; or
 4. Cancel the Contract and re-solicit the requirements
- vi. Availability of Funds for the Next Fiscal Year Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State or the Area Agency for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.

- b. Contract Payment Types Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and as identified on the Contract Summary

page(s) and defined as follows:

- i. n/a Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by the Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.
- ii. √ Fixed Price With Price Adjustment - Reimbursement to the Contractor is in accordance with actual, allowable costs incurred consistent with each Contract Budget and/or Contract Summary not to exceed the service reimbursement ceiling. The Contractor shall furnish Area Agency with an accounting of actual costs incurred consistent with the categories set forth in the Contract Budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by approval from Area Agency. Such modifications shall follow protocols as set forth in the Notices and Amendments sections of these Terms and Conditions.

c. Contract Payment Provisions

- i. Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. The Contractor shall furnish Area Agency with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s).
- ii. The Contractor shall report to the Area Agency in the manner prescribed by **Section 13.q. Reporting Requirements** of these Terms and Conditions and Service Specifications or other Area Agency directives. Upon receipt of applicable, accurate, and complete records, Area Agency shall authorize payment or reimbursement in accordance with the type of payment indicated by this contract.
- iii. If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- iv. If Contractor's performance is less than 90% of contracted service levels or projecting to be less than 90% of contracted service levels; Area Agency may, at its option, reduce contracted funds up to an equal percentage of services provided.
- v. Under no circumstances shall Area Agency make payment to the Contractor:
 1. That exceeds the unit authorized without an amendment to this contract;
 2. That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or
 3. For services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- vi. Failure to submit required financial and programmatic reports by the approved due date(s) may result, at the option of Area Agency, in the assessment of a penalty equal to one percent (1%) of Area Agency reimbursement ceiling for each occurrence. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. Should a penalty be assessed, the level of service shall remain unchanged.
- vii. The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- viii. Payments shall comply with requirements of A.R.S. Title 35 and 41. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
- ix. In order to receive payment, the Contractor shall have a current IRS w-9 form on file with the Area Agency unless not required by law.

d. Compensation for Rate or Fixed Price

- i. Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to

- each client in accordance with the Contract Summary.
- ii. The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
 - iii. The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.
 - iv. The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.
 - v. The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.
 - vi. The Area Agency President/CEO shall be the sole determiner of the availability of funds.
- e. Compensation for Fixed Price with Price Adjustment
- i. Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.
 - ii. At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.
 - iii. If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.
 - iv. The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.
- f. Applicable Taxes
- i. The Contractor shall be responsible for paying all applicable taxes.
 - ii. The State of Arizona and the Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - iii. Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State of Arizona, Area Agency, and its funders harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social

Security and Workmen's Compensation.

5. Indemnification

a. Indemnification

- i. **Contractor/Vendor Indemnification (Not Public Agency):** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Area Agency or the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- ii. **Public Agency Language Only:** To the extent permitted by law, each party (as 'indemnitor') agrees to indemnify, defend, 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.

- b. **Indemnification Clause** The parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency and/or State as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

- c. **Indemnification for Subcontractor** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or 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 to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

- d. **Indemnification – Patent and Copyright** To the extent permitted by law, the Contractor shall indemnify and hold harmless both Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by the Area Agency or the State of materials furnished by Contractor or work performed under this contract by Contractor. The Area Agency shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph

6. Insurance

- a. **Insurance Requirements** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract,

are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

- b. Additional Insured Requirements For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:
- i. Required Agencies
 - ✓ Area Agency on Aging, Region One Incorporated
 - ✓ State of Arizona and Department of Economic Security
 - n/a Bridgeway Health Solutions
 - n/a United Health Care
 - n/a Maricopa County Public Health Department
 - n/a Mercy Care
 - n/a Total Transit Enterprises, LLC / Total Transit, Inc. / Veyo, LLC
 - ii. The policy shall be endorsed to include the following Additional Insured language:
"The Additional Insured agencies, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor and including involvement of owned, leased, hired, or borrowed vehicles by the Contractor".
 - iii. The Additional Insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
 - iv. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - v. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.
 - vi. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.
- c. Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.
- i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

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

 1. The policy shall be endorsed to include coverage for sexual abuse and molestation.
 2. Policy shall contain a waiver of subrogation against all agencies identified as Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis,

- and includes coverage for contractual liability.
- ii. Business Automobile Liability Bodily Injury and Property Damage for any owned, hired, leased, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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 1. The policy shall be endorsed to include the following additional insured language: *The Additional Insured shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.*
 2. Policy shall contain a waiver of subrogation against the Additional Insured, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 3. This section, Business Automobile Liability, shall not be applicable in the event the Contractor (or its subcontractors) does not utilize a vehicle in any manner in the performance of this contract or if the utilization is used only for commuting purposes. In the event the Contractor (or its subcontractors) subsequently utilizes any vehicle in the performance of the contract or utilizes it for other than commuting purposes, this section, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.
 - iii. Workers Compensation and Employers' Liability
 1. Workers' Compensation Statutory
 2. Employers' Liability
 - a. Each Accident \$ 500,000
 - b. Disease – Each Employee \$ 500,000
 - c. Disease – Policy Limit \$1,000,000
 3. Policy shall contain a waiver of subrogation against Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 4. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
 - iv. Professional Liability (Errors and Omissions Liability)
 1. Requirements as follows

d. Each Claim	\$1,000,000
e. Annual Aggregate	\$2,000,000
 2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 3. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work and Service Specifications, work definitions, and other performance statements of this contract.
 - v. Fidelity Bond or Crime Insurance

• Bond Policy Limit	\$100,000
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 1. The bond or policy shall be issued with minimum limits of \$100,000.
 2. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
 3. The bond or policy shall include coverage for third party fidelity.

4. The bond or policy shall include coverage for theft and mysterious disappearance.
 5. The bond or policy shall contain no requirement for arrest and conviction.
 6. The bond or policy shall cover loss outside the premises of the Named Insured.
- d. Notice of Cancellation Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.
- e. Acceptability of Insurers Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements. Contractors or subcontractors submitting certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.
- f. Verification of Coverage
- i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form or equivalent form approved by Area Agency) and endorsement pages of each policy as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.
 - iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency contract number and contract description shall be noted or referenced on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- g. Subcontractors Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.
- h. Approval Any modification or variation from the Insurance Requirements in this contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- i. Exceptions
- i. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
 - ii. In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in this section and contract, the Contractor may request that the insurance requirements be modified pursuant to paragraph **6.h. Approval of this section**, provided that such request be delivered in writing to Area Agency at least ten (10) days prior to contract execution. Contractor shall include with such request

Contractor's justification for the modification with supporting documentation.

1. As provided in paragraph **6.h. Approval of this section**, the Area Agency President/CEO shall decide whether such modification may be permitted.
2. Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth fully in this **Section 6 Insurance**.

7. Risk and Liability

a. Force Majeure

- i. Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - ii. Force Majeure shall not include the following occurrences:
 1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - iii. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 - iv. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- b. **Third Party Antitrust Violations** The Contractor assigns to the Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.

8. Warranties

- a. **Suspension and Debarment**: The Contractor warrants that the corporation has not been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. If the Contractor is a sub-entity, franchise, or a DBA (doing-business-as) entity of another corporation or entity, Contractor makes the same warrant of suspension and debarment for the other corporation(s). If a Contractor has, prior to or during this contract, been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Contractor shall disclose that information to Area Agency in writing within ten (10) days of such debarment.

- b. Services The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Area Agency President/CEO may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.
- c. Liens The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- d. Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Area Agency of the materials, they shall be
 - i. Of a quality to pass without objection in the trade under the contract description;
 - ii. Fit for the intended purposes for which the materials are used;
 - iii. Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;
 - iv. Adequately contained, packaged, and marked as the contract may require; and
 - v. Conform to the written promises or affirmations of fact made by the Contractor.
- e. Fitness The Contractor warrants that any material supplied to the Area Agency shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the contract.
- f. Inspection/Testing The warranties set forth in subparagraphs Liens, Quality, and Fitness of this section are not affected by inspection or testing of or payment for the materials by the Area Agency.
- g. Compliance with Applicable Laws
 - i. The materials and services supplied under this contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements. Any changes in the governing laws, rules and regulations during the term of this contract shall apply but do not require an amendment to this contract.
 - ii. Contractor shall comply with the laws, rules, regulations and standards contained within the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35) including Section 2352 "Title XX Block Grants;" Title 45 Code of Federal Regulations Parts 74 and 96; and the Arizona Title XX Social Services Plan.
 - iii. Contractor shall comply with the laws, rules, regulations and standards contained within Title III of the Older Americans Act, as amended; Title 45 Code of Federal Regulations, Part 74 (except Subpart N); Title 45 of the Code of Federal Regulations parts 1320, 1321, 1324, and 1326. In accordance with Title 45 Code of Federal Regulations, Part 1321.51, the Area Agency shall afford the Contractor an opportunity for a hearing when required by the provisions of this part.
 - iv. Contractor shall comply with the provisions of A.R.S. Sections §46-251 through §46-253, Supplemental Payments Program.
 - v. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract and any disputes there under. Any action relating to this contract shall be brought in Arizona court.
 - vi. The Contractor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Contractor shall notify Area Agency no later than one hundred and twenty (120) days prior to any required compliance date if the Contractor is unwilling to or anticipates that it will be unable to meet these requirements. Receipt by the Area Agency of a notice of anticipated inability or unwillingness to comply with these requirements constitutes grounds for the termination of this contract.
- h. Survival of Rights and Obligations after Contract Expiration or Termination
 - i. Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as

- provided in A.R.S. §12-529, the Area Agency or State are not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- ii. **Purchase Orders:** The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.
 - iii. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

9. Contractual Remedies

- a. **Right to Assurance** If Area Agency in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may at Area Agency's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract. For designated agencies, termination shall comply with the Older American's Act legislation.
- b. **Stop Work Order**
 - i. The Area Agency, at any time, by written order to the Contractor, may require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - ii. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be amended in writing accordingly.
- c. **Non-Exclusive Remedies** The rights and the remedies of the Area Agency under this contract are not exclusive.
- d. **Non-Conforming Tender** Materials or services supplied under this contract shall fully comply with the contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services the Area Agency may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- e. **Right of Offset** Area Agency shall be entitled to offset, against any sums due the Contractor, any expenses or costs incurred by the Area Agency or damages assessed by the Area Agency concerning the Contractor's nonconforming performance or failure to perform the contract, including expenses, costs and damages.

10. Contract Termination

- a. **Mutual Agreement** This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- b. **Cancellation for Conflict of Interest** Pursuant to A.R.S §38-511 as may be amended, Area Agency may cancel this contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting

- or creating the contract on behalf of the Area Agency is or becomes at any time while the contract or an extension of the contract is in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this contract as provided in A.R.S §38-511 as may be amended.
- c. Gratuities The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
 - d. Suspension or Debarment Either party may, by written notice, immediately terminate this contract if either party has determined to have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Area Agency as identified in **Section 8.a. Suspension and Debarment**.
 - e. Termination for Convenience The Area Agency reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the Area Agency without penalty or recourse. In addition, the Area Agency has the right to terminate the contract upon the Contractor's noncompliance which does or may jeopardize any Area Agency fund source requirements, standards, or expectations. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least sixty (60) days written notice to the Area Agency President/CEO.
 - f. Termination for Default
 - i. In addition to the rights reserved under the contract, Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
 - ii. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Area Agency on demand.
 - iii. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights there under without Area Agency's prior written approval.
 - iv. Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

- v. Area Agency may immediately terminate this contract if the Area Agency determines that the health or welfare or safety of service recipients is endangered.
- vi. For designated agencies, termination shall comply with the Older American's Act legislation.
- g. Continuation of Performance Through Termination Area Agency and the Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.
- h. Termination for Any Reason
 - i. In the event the contract is terminated, with or without cause, or expires, the parties, shall assist each other in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
 - ii. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.

11. Services

- a. Services The Contractor shall provide the services as identified in the Contract Summary of this contract in accordance with the following:
 - i. Scope of Work(s);
 - ii. Service Specification(s);
 - iii. Approved Methodology(s);
 - iv. Documents referenced or included in the solicitation
 - v. Approved Budget or Rate;
 - vi. Approved Outreach Plan(s), if applicable; and
 - vii. Other Area Agency manuals, policies, procedures, and directives.
- b. Delivery of Services Contractor shall notify and obtain prior approval from Area Agency for modifications affecting the delivery of services which may include but is not limited to the following:
 - i. Increase or decrease in the number of days of operations to existing facilities;
 - ii. Increase or decrease in the number of facilities where services are provided; or
 - iii. Changes to the Methodologies.
- c. Levels of Service
 - i. For designated non-case managed services, if the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
 - ii. Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein.
 - iii. Further, it is understood and agreed that this contract is for the sole convenience of the Area Agency and that the Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Area Agency.
 - iv. Area Agency makes no guarantee to purchase all of the service units contracted or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Area Agency may decrease and/or increase them by providing written notice to the Contractor.
 - v. Any administration within the Area Agency may obtain services under this contract.
 - vi. Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

- vii. When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
 - 1. It is expected that the Contractor will serve in excess of contract authorized, case managed, units by as much as 10% without obligation for an Area Agency funding increase.
 - 2. Contractor is expected to serve, at least, within 90% of contracted levels of service. The Area Agency reserves the right to amend the contract funding and units within the contract to correspond with projected levels of service.

12. Area Agency Responsibility

- a. Technical Assistance Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

13. Contractor Responsibility

- a. Audit
 - i. In compliance with the Federal Single Audit Act (31 U.S.C. per. 7501-7507 as may be amended), Contractors designated as sub-recipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 as may be amended. As outlined in A-133. the Audit Reporting Package shall include:
 - 1. Financial statements and a schedule of Expenditures of Federal Awards (SEFA)
 - 2. Summary schedule of prior audit findings
 - 3. Auditors Reports (detailed in the A-133)
 - 4. Corrective Action Plan
 - ii. The Area Agency's contract numbers and award amounts must be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Area Agency's Chief Finance Officer within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Area Agency's Contracts Department.
 - iii. All Contractors are subject to the programmatic and fiscal monitoring requirements of Area Agency to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Area Agency contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to Area Agency within thirty (30) days after the completion of the audit.
 - iv. As prescribed in OMB Circular A-133, for-profit sub-recipients are subject to compliance requirements established by the Area Agency. Methods to ensure compliance for Federal awards made to for-profit sub-recipients may include pre-award audits, Area Agency monitoring during the contract, and post-award audits.
 - v. Audits of non-profit corporations receiving federal or state monies required pursuant to federal or state law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. §35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.
- b. Background Checks for Employment through the Central Registry If providing direct services to children or vulnerable adults, the following shall apply:
 - i. The provisions of A.R.S. §8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this contract.
 - ii. The Contractor will conduct Central Registry Background Checks using the Area Agency

- contract number.
- iii. The Contractor will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 1. All employees of a Contractor;
 2. A subcontractor of a Contractor and the subcontractor's employees; and
 3. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
 - iv. Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
 - v. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. §41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. §41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - vi. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
 - vii. A person awaiting receipt of the Central Registry Background Check may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form if the certification states:
 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
 - viii. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to Area Agency clients.
 - ix. Contractors will conduct re-checks of any staff or volunteers:
 1. Upon request from Area Agency;
 2. In conjunction with the fingerprint clearance card renewal; and
 3. If the staff/volunteer person has had a period of one (1) year interrupted from employment/service or interrupted from performing direct services.
 - x. The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the contract.
 - xi. Assistance:
 1. The Request for Search of Central Registry for Background Check form is located at:
<https://www.azdes.gov/opac>
 2. The Certification of Direct Service Position is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- c. **Books and Records**
- i. The Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
 - ii. Contract service records will be maintained in accordance with this contract amendment(s), scope(s) of service, service specification(s), and any other Area Agency

policies and directives. Records shall, as applicable, include but not be limited to meeting the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
 2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprinting clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - a. Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.
 - b. Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.
 3. Include time and attendance records for individual employees to support all salaries and wages paid;
 4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
 5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
 6. Include a complete general ledger and accounts for the collection of all costs and/or fees applicable to the contract; and
 7. Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- iii. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
 - iv. Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment.
 - v. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.
 - vi. Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.
- d. Certification of Cost or Pricing Data By submittal of an offer, the contract, contract amendment or other official form, the Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the Area Agency shall be adjusted to exclude any significant amounts by which the Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the Area Agency may include overhead, profit, or fees.
- e. Certification of Rate and/or Budget Contractor certifies the following:
- i. The contract Rate or Budget set forth in this contract was prepared in accordance with applicable Area Agency guidelines and procedures;
 - ii. The information which was provided to Area Agency by the Contractor for use as a basis in approving the compensation budget or rate is accurate and in accordance with **Section 13.s, Unallowable Costs** of these Terms and Conditions;
 - iii. Similar types of costs were accorded consistent accounting treatment in the development of the compensation section; and
 - iv. No costs are included as both direct and indirect costs.

- v. The Contractor agrees that the funds received under this contract will be expended to achieve the purposes of this contract and to meet costs defined as allowable in applicable federal or state laws, rules, regulations and guidelines. For contracts where costs are reimbursed, any costs deemed unallowable as determined by a financial audit shall be subject to recoupment pursuant to **Section 13.p, Payment Recoupment** of these Terms and Conditions. The Contractor shall be entitled to appeal such determination through Area Agency's appeal process.
- f. Conflict of Interest Contractor is responsible to ensure that volunteers and staff do not engage in any extraneous, for hire, or non-contractual service tasks or otherwise engage in a conflict of interest relationship with a service recipient. Contractor shall have a specific Conflict of Interest policy to include staff training and monitoring system to ensure compliance.
- g. Gratuities Contractor and all representatives, staff, and volunteers shall not accept any form of gratuity including but not limited to cash, promise of cash, property, gifts, or services from service recipients. Contractor shall have a specific Gratuity Policy including staff training and monitoring system to ensure compliance.
- h. Code of Conduct The Contractor shall avoid action that might create or result in the appearance of:
 - i. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
 - ii. Acting on behalf of the Area Agency or contracted funding sources, without appropriate authorization;
 - iii. Provide favorable or unfavorable treatment to anyone;
 - iv. Make a decision on behalf of the Area Agency that exceeds Contractor's authority that could result in partiality, or have a political consequence for the Area Agency or contracted funding sources.
 - v. Misrepresent or otherwise impede the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the Area Agency or contracted funding sources.
 - vi. Loss of impartiality when advising the Area Agency or contracted funding sources.
- i. Competitive Bidding Contractor is authorized to purchase the supplies and equipment itemized in the contract or specified in an amendment for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items, having a useful life of more than one year and an acquisition cost of \$5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception. The documentation of bids and bid acceptance decision must be maintained by the Contractor and made available to Area Agency for review upon written request.
- j. Disaster Preparedness Contractor will develop and implement an emergency preparedness plan describing agency protocols to assist clients in the event of an emergency/disaster. The plan should include agency methods of coordination with state and/or local emergency response agencies. Contractor agrees to conduct staff training on the implementation of the emergency preparedness plan.
- k. Equipment
 - i. If the Contractor is authorized, specifically by the Area Agency, to purchase equipment, it shall be itemized in the contract or in the Terms of the amendment for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Area Agency funds and submit the equipment inventory to the Area Agency.
 - ii. Reimbursement claims for equipment must include the detailed receipt identifying the

equipment item, cost including taxes, shipping, and installation, and the type(s) of funds used from the Area Agency.

- iii. The Area Agency and its funding sources shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased or assigned to the Contractor under this contract. Area Agency shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
- iv. The Contractor shall not dispose of any equipment purchased or assigned under this contract without the prior written consent of Area Agency during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- v. Upon termination of this contract, any equipment purchased or assigned under this contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.
- vi. Under a Fixed Price contract, **Section i.** and **Section v.** do not apply unless specifically required by federal or state law.

l. E-Verify

- i. In accordance with A.R.S. §41-4401 as may be amended, Contractor warrants compliance with all federal immigration laws and regulations relating to employees and warrants to compliance with section A.R.S. §23-214, Subsection A as may be amended which reads: *“After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee’s employment or at least three (3) years whichever is longer.”*
- ii. A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- iii. Failure to comply with an Area Agency audit process to randomly verify the employment records of the Contractor and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- iv. Area Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty statement herein.

m. Fingerprinting

- i. Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- ii. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- iii. “Certifications regarding pending or past criminal matters” as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters. The Criminal History Self Disclosure affidavit form is located at:

1. <https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/pdf/LCR-1034AFORNA.pdf> English
 2. <https://www.azdes.gov/InternetFiles/IntranetProgrammaticForms/pdf/LCR-1034AFORS.pdf> Spanish
- iv. To the extent A.R.S. §46-141 as may be amended, is applicable to contract performance or the services provided under this contract, the following provision apply:
1. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for fingerprint clearance card within seven working days of employment. The Contractor is required to maintain complete documentation of all fingerprint clearance cards to demonstrate all personnel have clearance.
 2. Except as provided in A.R.S. §46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles or vulnerable adults certifies pursuant to the provisions of A.R.S. §46-141 as may be amended, that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
 3. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing, or are awaiting trial on any offense as described in A.R.S. §46-141 (H) (as may be amended).
- v. Contractor is solely responsible for maintaining and providing upon request documentation verifying all aspects of this section.
- n. IT 508 Compliance Unless specifically authorized in the contract, any electronic or information technology offered to the Area Agency under this contract shall comply with A.R.S. §41-3531 and §3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public with disabilities shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- o. Payment Indemnification The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- p. Payment Recoupment Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments for the items below.
- i. Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - ii. Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;
 - iii. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the **Section 3.k, Substantial Interest Disclosure** and/or **Section 10.b. Cancellation for Conflict of Interest** of these Terms and Conditions;
 - iv. Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - v. Any amounts expended for items or purposes determined unallowable by Area Agency when this contract provides for the reimbursement of costs, see the **Section 13.s, Unallowable Costs** section of these Terms and Conditions;
 - vi. Any amounts paid by Area Agency for which the Contractor's books, records, and other

- documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- vii. Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
 - viii. Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
 - ix. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - x. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to **Section 13.d, Certification of Cost or Pricing Data** of these Terms and Conditions;
 - xi. Any payments made for services rendered before the contract begin date or after the contract termination date.
- q. **Reporting Requirements**
- i. Unless otherwise provided in this contract and specifically excluding the last reporting month of the contract term, reporting shall adhere to the following schedule: no later than the tenth (10th) day following each month during the contract term the Contractor shall submit to Area Agency programmatic and financial reports in the form set forth in the contract or by Area Agency directive. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in assessing available penalties as allowed in **Section 4.c.vi Contract Payment Provision** of these Terms and Conditions.
 - ii. No later than the twenty-fifth (25th) day following end of each contract term, or other date specified by Area Agency, the Contractor shall submit to Area Agency a final program and fiscal report.
 - iii. Failure to submit the final program and fiscal report within the above time period may result, at the option of Area Agency, in forfeiture of final payment.
- r. **Supporting Documents and Information** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- s. **Unallowable Costs** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Area Agency funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions) as applicable:
- i. OMB Circular A-87 for State, local and Indian Tribal Governments.
 - ii. OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - iii. OMB Circular A-21 for educational institutions.
 - iv. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

14. Contract Performance Terms

- a. **Evaluation** Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessing, and evaluation of contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract. As requested by the Area Agency, the Contractor shall participate in third party evaluations relative to contract impact in support of Area Agency and contract goals. Evaluations

shall include access to all subcontractor services if applicable.

- b. Monitoring Area Agency may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- c. Non-Discrimination
 - i. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.
 - ii. Unless exempt under federal law, the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
 - iii. If Contractor is an Indian Tribal government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
 - iv. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.
 - v. The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
“Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, [insert Contractor name here] prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The [insert Contractor name here] must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the [insert Contractor name here] must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the [insert Contractor name here] will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact [insert Contractor contact person and phone number here]. Para obtener este documento en otro formato u obtener informacion adicional sobre esta politica, contact [insert Contractor contact person and phone number here].”
- d. Personnel The Contractor’s personnel shall satisfy all qualifications, carry out all duties, and work the hours set forth in this contract.
- e. Professional Standards The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.
- f. Visitation, Inspection, and Copying
 - i. Contractor's or subcontractor's facilities, services and individuals served, books and

records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of a funding source or the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.

- ii. Facilities Inspection and Materials Testing The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this contract. The Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Area Agency for testing and inspection.

15. Programmatic Terms

- a. Client Contributions, Fees, and Program Income The Contractor shall impose no fees or charges of any kind upon recipients of contract services without written approval from the Area Agency President/CEO. The Contractor shall solicit voluntary contributions from recipients/clients for services received. The Contractor shall not deny or affect levels, delivery, quality of service to any client solely because he/she refuses to make a contribution. Any contributions generated and received by the Contractor as a result of contract services must be directly allocated to the contracted service and shall be disposed of and reported in accordance with the Area Agency Finance Manual.
- b. Confidentiality
 - i. Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Area Agency and/or the Attorney General's Office as required by the terms of this contract, by law, or upon their request.
 - ii. The contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. 41-161 e. seq. Area Agency will advise the Contractor as to the applicable policies and procedures the State and/or DES have adopted for such compliance.
 - iii. Notwithstanding the foregoing, Contractor may release public records redacting confidential and personal identifying information in response to a valid public records request pursuant to the Arizona Public Records Law (A.R.S. §39-121 et seq.), provided, that in the event such a public records request is received, Contractor shall immediately notify Area Agency and thereafter permit Area Agency (or any counterpart of the Area Agency to whom the records or information subject to the request belongs or concerns) to intervene in order to secure a protective order or other appropriate relief from a court of competent jurisdiction. The protective action described in the preceding sentence shall be undertaken (if at all) in sole discretion of Area Agency and/or its counterparties, and a protective order or other appropriate relief must be obtained within ten (10) business days from the date that notification of the public records request is delivered by Contractor to Area Agency. Contractor shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records, nor shall Contractor be in any way financially responsible for any costs associated with securing such an order.
- c. Fair Hearings and Service Recipients' Grievances
 - i. The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including but not limited to

- ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- ii. The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- d. Outcome Measurement Participation The Contractor shall participate with the Area Agency in efforts to comply with federal and state mandated requirements regarding the tracking of outcome measurement performance data and standards. Measurement data may be developed through joint planning efforts between the Contractor and the Area Agency or required as a result of mandates from federal or state fund sources.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK

17.0 CONGREGATE MEALS

17.1 Purpose Statement

17.1.1 The service help to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

17.2 Service Description

17.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual in a congregate setting.

17.2.3 Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Links older adults with community-based services and provide resources that give participants choices for physical and health interventions, where available.

17.2.4 The Older Americans Act as amended in 2006 adopted 1/3 of Dietary Reference Intakes as the meal standard.

17.2.5 Eligibility Requirements – The Contractor shall ensure services are provided to individuals that meet the eligibility requirements described in chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

<https://www.azdes.gov/common.aspx?menu=36&menuc=28&id=8252>

17.3 Service Requirements – The Contractor shall provide:

17.3.1 Menu planning

1. Develop cycle menus to be used on a semi-annual basis (every 6 months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus, as served, available for audit inspection for at least one year after the meals have been served. Menus shall also be kept for at least one year at the meal preparation site and the location where the meal was served.
3. Ensure a mechanism is in place to solicit the advice and expertise of:
 - a. a dietitian or other individual described in paragraph in 17.3.1.11
 - b. meal participants, and
 - c. other individuals knowledgeable with regard to the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3200
4. Write menus in the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual (2008)” and as amended.
7. Ensure that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority as hot meals.
 - iii. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.
8. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on a standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving.

- i. The R.D., Nutritionist, DTR, or CDM shall verify this by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the Arizona Department of Economic Security Division of Aging and Adult Services "Nutrition, Food Service, and Wellness Manual" and as may be amended from time to time.

9. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.

10. Plan menus considering the availability of foods during seasons when they are most plentiful.

17.3.2 Provide meal preparation and service

1. Prepare or arrange for preparation and service of meals, and adhere to menus as written. Substitutions which shall be made because of a temporary inability to obtain certain foods shall be selected from the same food group, for example, ½ cup carrots for ½ cup green beans. Substitution menus for holidays and special occasions must meet menu requirements. All substitutions shall be documented on the menu for site review.

2. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.

3. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.

4. Maintain a distinct and physical separation of dining facilities from food preparation facilities.

5. Use facilities and equipment that are suitable and accessible for use by aged and disabled individuals when providing congregate meals.

6. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease.

7. Post monthly menus at the site at least one week in advance, in a location at the site that is clearly accessible and visible to individuals attending the congregate meals site.

8. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file.

9. Document the number of meals provided each month.

10. Review food service expenditures in order to further cost effective management.

11. Develop and implement an emergency plan to be used when a meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.

12. Give participants an opportunity to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3200, as may be amended.

13. Prepare and serve congregate meals in compliance with all municipal, county, state, and federal requirements related to the food service operation.

17.3.3 Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs.

2. Ensure that all food handlers pass a course in food safety and sanitation as specified by their County Health Department, within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.

3. Provide training on a periodic basis to persons preparing meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and

- service, cost effective management, purchasing, menu planning, equipment operation and safety.
4. Document staff training in personnel files.
- 17.3.4 Nutrition Education
1. Plan, develop, and implement a written nutrition education program that includes at least two sessions/activities each quarter.
 2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
 3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
 4. Nutrition information shall be backed by credible research. Only materials from reputable sources shall be used such as The American Dietetic Association, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.
 5. Post and advertise nutrition education sessions/activities in advance.
 6. Ensure that each center/site submits to the Contractor an outline of the proposed nutrition education program annually.
 7. Document the date, topic covered, name of the presenter and the number of people who attended the nutrition education. Keep documentation available for audit inspection for at least one year at the center/site.
 8. Ensure that every participant is given the Nutrition Screening Survey initially, and annually thereafter. Those at high nutritional risk with a score of six or higher are referred to a healthcare professional for nutrition-related counseling.
- 17.3.5 Social Interaction
- a. Provide activities that encourage social interaction, e.g., recreation and group activities.
- 17.3.6 Site Monitoring
- iii. Monitor on an annual basis the centers/sites for compliance.
 - iv. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
- 17.4 Licensure/Certification Requirements – The Contractor shall ensure that:**
- 17.4.1 Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.
- 17.4.2 Nutritionists hold a Bachelor's or Master's degree in food and nutrition.
- 17.4.3 Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, in good standing with the Board, and meet continuing education requirements.
- 17.4.4 Staffing Standards
1. Newly hired employees providing congregate meals shall submit three (3) references from persons other than their family members. All references, whether verbal or written, shall be contacted and results documented in the personnel record.
- 17.5 Performance Measures**
- 17.5.1 Number of congregate meals served annually.
- 17.6 Reporting Unit**
- 17.6.1 One unit of service equals one meal.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK

28.0 MULTIPURPOSE CENTER OPERATIONS

28.1 Purpose Statement

28.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

28.2 Service Description

28.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

28.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

28.2.3 Activities and services are planned based on the participant's needs and preferences.

28.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to, chair exercises, aerobics, balance exercises, yoga, and Tai Chi.
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos
4. Other educational and recreational activities such as gardening, computer training, dancing
5. Outreach to the community on the available programs and services.
6. Assistance and information for available services such as housing, transportation, and legal services

28.2.5 Centers that serve as nutrition sites provide meals that meet 1/3 of the Dietary Reference Intakes.

28.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

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28.3 Service Requirements – The Contractor shall provide:

28.3.1 Operations

1. Provide services to meet the cultural and language needs of those being served.
2. Employ bilingual staff in centers whose participants have limited English proficiency
3. Maintain records (e.g., client participation, financial, staffing, activities).
4. Establish and post a contribution policy for services.
5. Train staff on services related to the elderly.
6. Establish and maintain project/site councils.
7. Involve participants in program planning and implementation.

28.3.2 Information on available services

1. Maintain and update a resource file of currently available services and resource referrals.
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

28.3.3 Referral and assistance in accessing the services.

1. Assess/determine the services needed by individuals and groups.
2. Contact agencies providing the identified services.

3. Provide/arrange for transportation of individuals and groups to services when necessary.
 4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities.
 5. Provide follow-up with individual and with agency providing service to ensure contact was made by the agency.
- 28.3.4 Outreach
1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities.
 2. Provide written and verbal information to community groups on services available at the center and offered by other agencies.
 3. Conduct home visits to home-bound elderly in the community to conduct wellness checks.
- 28.3.5 Education
1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics: consumer and continuing education, retirement and financial planning.
 2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals.
 3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals.
 4. Develop and maintain on-going physical activity programs.
 5. Coordinate with local community resources to provide health screening and health risk assessments.
 6. Provide training on the self-management of chronic conditions.
 7. Develop and distribute a monthly calendar for educational activities.
- 28.3.6 Volunteer Opportunities
1. Designate a volunteer coordinator to provide meaningful volunteer opportunities for older individuals.
 2. Develop a volunteer recruitment system.
 3. Provide job descriptions for volunteers.
 4. Provide training for volunteers.
- 28.3.7 Recreational Activities
1. Provide recreational activities appropriate to the physical and emotional needs of older individuals.
 2. Develop and distribute a monthly calendar for recreational activities that may include, but not limited to entertainment, arts and crafts, field trips, special interest classes, and table games.
- 28.3.8 Intergenerational Programs
1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.
- 28.4 Licensure/Certification Requirements**
- 28.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.
- 28.5 Performances Measure**
- 28.5.1 Participants needs and preferences will be met at least 90% of the time as measured through client satisfaction surveys conducted annually.
- 28.6 Reporting Unit**
- 28.6.1 One unit of service equals 60 minutes of service time.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK

Multipurpose Center Operations Service Cluster
41.0 SOCIALIZATION AND RECREATION

41.1 Purpose Statement

41.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

41.2 Service Description

41.2.1 Taxonomy Definition - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

41.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

41.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

41.2.4 The service may include physical activities such as chair exercises, balance exercises, dancing, and walking; developmental activities such as writing, drawing, reading, crafts, and sewing; emotional activities such as support groups and discussions; cognitive activities such as games, and puzzles that promote memory and thinking; and social activities such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

41.2.5 Services include a variety of individual and group activities.

41.2.6 Target Population – The Contractor shall provide services in accordance with Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

41.3 Service Requirements – The Contractor shall provide one or more of the following:

41.3.1 Assess the preferences and needs of the participants individually and/or as a group.

41.3.2 Develop and implement an activity plan in conjunction with the program participants.

41.3.3 Establish and maintain working relationships with community resources.

41.3.4 Utilize community resources for the provision of services.

41.3.5 Provide training and instruction in techniques necessary for individuals to participate in program activities and to independently choose and perform a variety of leisure-time activities.

41.3.6 Actively enlist participation of individuals in the service.

41.3.7 Provide a variety of recreational activities.

41.3.8 Document those activities in which the individual participated.

41.3.9 Providing training to paid and volunteer staff.

41.3.10 Solicit input from Site Councils, where available.

41.4 Performances Measure

41.4.1 Number of participants attending recreational activities.

41.5 Reporting Unit

41.5.1 One unit of service equals 60 minutes of staff time.

**AREA AGENCY ON AGING, REGION ONE INCORPORATED
SERVICE SPECIFICATIONS**

**MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION**

1. ADDITIONAL REPORTING UNIT DEFINITIONS

Area Agency recognizes two forms of units for this service:

- a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
- b. Staff hour: the staff reporting time is limited to the following categories:
 - i. program planning.
 - ii. conducting activities.
 - iii. providing social services.
 - iv. conducting outreach.
 - v. volunteer coordination to include recruitment, supervision, recognition.
 - vi. staff training provided to contractor staff / volunteers.
 - vii. continuing education for staff / volunteers.

2. SERVICE STANDARDS

Contractor shall comply with the following minimum standards:

- a. Health Promotion
Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
- b. Exercise
Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.

3. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION

Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work, 41.3.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. all health promotion and exercise sessions must be reported using the Pharos™ software.
- b. reports and documentation must be reported as follows:
 - i. program report for activities.
 - ii. program report for MCO units.
 - iii. calendar of activities.
 - iv. financial statement.

FACILITY LOCATION

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

AGENCY INFORMATION Facility / Site Name Address, City, State, Zip Telephone # Fax # (list corporate office, then any site office)	CONTRACTED SERVICES BY SITE	SUBCONTRACT	DAYS OF WEEK & HOURS OF OPERATION BY SITE	GEOGRAPHIC SERVICE AREA (service area by PSA, City(s) & communities or north, south, east, west boundaries)	ADULT DAY HEALTH CARE TRANSPORTATION or HOME DELIVERED MEALS DELIVERY AREA (specific north, south, east, west boundaries)
City of Surprise 16000 N Civic Ctr Plz Surprise, AZ 85374	Administrative				
City of Surprise Senior Center 15832 N. Hollyhock St Surprise, AZ 85378 623-222-1500 623-222-1501	Congregate Meals Multipurpose Center Ops	n/a	Mon-Friday 8am – 4pm	PSA 1	n/a

HOLIDAY OBSERVANCES

A ✓ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

✓	New Year's Day: 1/2/17	✓	Labor Day	Other Holidays:	
✓	Martin Luther King Day		Columbus Day		
✓	President's Day	✓	Veteran's Day		
	Good Friday	✓	Thanksgiving Day(s): 2		
✓	Memorial Day	✓	Christmas Day(s): 12/26/16		
✓	Independence Day		HOLIDAYS marked are administrative only; services are provided 24/7		

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF SURPRISE

Signature and Date

**Seth Dyson, Director,
Human Services & Community Vitality**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF SURPRISE

Signature and Date

**Seth Dyson, Director,
Human Services & Community Vitality**

COMMUNICATION PAGE
(not an integral page of the Contract)

5/27/2016 EMAILED TO: seth.dyson@surpriseaz.gov
joe.gladieux@surpriseaz.gov



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Seth Dyson, Human Service & Community Vitality
Submitting Department:	Human Service & Community Vitality	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County to continue providing Community Action Program services for fiscal year 2017 and acceptance of grant funding in the amount of \$87,452 to support operations of the Surprise Resource Center; Resolution # 2016-88.

Motion:

I move to approve Resolution # 2016-88.

Background:

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

Objective Analysis:

This action will allow the Human Service and Community Vitality (HSCV) Department to maintain the Community Action Program (CAP) at the Surprise Resource Center.

Policy Compliant:

This action is compliant with City and Council Policy.

Financial Impact:

This grant award is \$71,038 for personnel and employee related expenses, \$10,658 for professional and

outside services, \$1,188 for travel and training, and \$4,568 for supplies for a one-time total of \$87,452. There is a City match requirement in the amount of \$30,000 which will be met with HSCV's General Fund operating budget.

Financial assistance service funds in the amount of \$332,803 will be retained by the Maricopa County Human Services Department and made available directly to contractors to assist families in the service area without flowing through the City's financial system.

Budget Impact:

Grant funding in the amount of \$87,452 will be included as part of the FY2017 budget.

FTE Impact:

This action does not have an impact on current staffing levels.

ATTACHMENTS:

Click to download

- ☐ [Resolution](#)
 - ☐ [IGA](#)
 - ☐ [Exhibit 1-DES Limited English Proficiency Policy](#)
-

RESOLUTION # 2016-88

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO CONTINUE TO PROVIDE COMMUNITY ACTION PROGRAM SERVICES.

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

WHEREAS, the City of Surprise is the regional center for Community Action Program (CAP) services;

WHEREAS, Maricopa County and the City of Surprise desire to enter into an intergovernmental agreement (IGA) for the provision of CAP services;

WHEREAS, the IGA provides for federal CAP funding via block grants in the amount of \$332,803 which will be retained by the Maricopa County Human Services Department (MCHSD) and made available to contractors through the Human Services Department (HSD) Online Client Data System and paid directly to vendors upon authorization by MCHSD;

WHEREAS, the IGA provides for federal grant funding to support operations of the Community Resource Center in the amount of \$87,452;

WHEREAS, the City of Surprise is required to provide \$30,000 in grant match funds; and

WHEREAS, the grant award will be included as a part of the FY2017 budget.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the Maricopa County for the provision of CAP services, attached as *Exhibit A*, is approved and the City Manager is authorized to accept grant funding in the amount of \$87,452.

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

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY



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



Contract Number: _____
Contract Amount: \$ 87,452
Contract Start Date: July 1, 2016
Contract Termination Date: June 30, 2017
DUNS Number: 021648936

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

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

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

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

Section I – General Provisions
Section II – Special Provisions
Section III – Work Statement
Section IV – Compensation
Section V – Attachments
Section VI – Exhibits

Contractor Rep: Nicole Lance, Deputy City Manager
Phone: 623-222-1030
Address: 16000 N. Civic Center Plaza, Surprise, AZ 85374
E-Mail: Nicole.lance@surpriseaz.gov

Maricopa County: Sandra Mendez, Assistant Director
Phone: 602-506-2316
Address: 234 North Central, Suite 3000, Phoenix, AZ 85004
E-Mail: mendezs002@mail.maricopa.gov

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

SECTION I
GENERAL PROVISIONS



Maricopa County
Human Services Department

A. PURPOSE

The purpose of this Agreement is to provide cash reimbursement to the City/Town for funds expended on the provision of Community Action Program services to include Crisis Case Management and Financial Assistance Services in the Community Service Area (CSA) more fully described in Attachment E. Services eligible for reimbursement are the services identified Section III, Work Statement.

B. EFFECT

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

C. DEFINITIONS

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

1. **ADES** means Arizona Department of Economic Security
2. **Assistant Director** means the means the Assistant Director of the Community Services Division of the Maricopa County Human Services Department.
3. **Department** means the Maricopa County Human Services Department.
4. **Director** means the Director of the Maricopa County Human Services Department.
5. **Division** means the Community Services Division (CSD) of the Maricopa County Human Services Department.
6. **Equipment** means all vehicle, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvement).
7. **Handbook** means the Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook
8. **Subcontract** means any contract entered into by the Contractor with a third party for performance of any of the work or the provision of any of the services under this Agreement.
9. **Subcontractor** means an entity employed by or funded through the Contractor to perform any of the work or provide any of the services under this Agreement.
10. **Vulnerable Adult** means an individual who is eighteen years of age or older and who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. 14-5101.
11. **Work Statement** means Section III of this Agreement which describes the services to be delivered under this Agreement.

D. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
2. Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.

3. Contractor is an independent contractor in the performance of all work and the provision of all services under this Agreement and Contractor shall not be considered an officer, employee, representative, or agent of the County.
4. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in Contractor's organization or with which Contractor (or any of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made full written disclosure of the proposed payments to the County and has received written approval therefore.
5. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

E. TERM/EFFECTIVE DATE/RENEWAL LIFE OF THE AGREEMENT

1. The term of this Agreement is from July 1, 2016 to June 30, 2017. The Agreement is effective when executed by all of the parties. The Agreement may be extended for three (3) additional one-year terms, upon written agreement of the parties.
2. The Contractor shall not provide services prior to Agreement term commencing or after the end date of the Agreement. (No billable activity outside of the effective dates).
3. Upon execution of this Agreement and incurring allowable expenses within the Agreement term, the Contractor shall invoice the County per Section IV, Compensation, under this Agreement.

F. AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by the Parties.

G. SUBCONTRACTING

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

H. AVAILABILITY OF FUNDS

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

I. NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision herein, this Agreement may be terminated without liability if the County does not appropriate sufficient monies for the purpose of maintaining this Agreement.

J. BUDGET ADJUSTMENTS

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

K. DISPUTES

In the event that any dispute arises out of this Agreement or involves a recipient of services under the terms of this Agreement the Parties shall meet and confer in an effort to resolve the dispute. In the event that such efforts to resolve the dispute are unsuccessful, the Parties shall resolve the dispute by arbitration pursuant to A.R.S. § 12-1518(A).

L. DUNS NUMBER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

Funding for activities under this Agreement are provided through Federal Health and Human Services. All Contractors that receive federal funding must obtain a Data Universal Numbering System (DUNS) number through <http://fedgov.dnb.com/webform>. Contractor must also be register and remain current with the System for Award Management (SAM) www.sam.gov a database of basic business information for contractors that receive federal funds. All contractors shall provide their DUNS Number with proposal submittal. For additional information regarding SAM visit this website: [https://www.sam.gov/sam/transcript/Quick Guide for Grants Registrations.pdf](https://www.sam.gov/sam/transcript/Quick%20Guide%20for%20Grants%20Registrations.pdf)

M. TERMINATION

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

N. TERMINATION FOR DEFAULT

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension;
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.
4. The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

O. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the

subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

P. SEVERABILITY

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

Q. STRICT COMPLIANCE

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

R. NON-LIABILITY

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

S. INDEMNIFICATION

1. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnatee") 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 the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
2. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
3. The scope of this indemnification does not extend to the sole negligence of County.

T. INSURANCE REQUIREMENTS

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

5. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
6. County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Agreement.
7. The insurance policies required by this Agreement, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
8. The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
9. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the County, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
10. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
11. **Commercial General Liability:**
 - a. Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
12. **Workers' Compensation:**
 - a. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
 - b. Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Agreement.
13. **Sexual Molestation And Physical Abuse:**
 - a. When services involve working with these groups of individuals, the insurance requirements in the Agreement need to be revised to include coverage for "sexual molestation and physical abuse". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, Contractor whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.

14. **Commercial General Liability – Occurrence Form:**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
15. **The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.**
16. The policy shall be endorsed to include the following additional insured language:
"(Maricopa County), its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
Minimum Limits:

General Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Sexual Abuse/Molestation	\$2,000,000
17. **Certificates of Insurance:**
 - a. Upon Agreement execution, Contractor shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.
 - b. Prior to commencing work or services under this Agreement, Contractor shall have insurance in effect as required by the Agreement in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. By signing the agreement page the Contractor agrees to this requirement and failure to meet this requirement will result in cancellation of agreement.
 - c. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.
 - d. If a policy does expire during the life of the Agreement, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.
18. Evidence of insurance from a Municipal Risk Insurance Pool will suffice for all coverage listed in Sections 12-16 (above).

Cancellation and Expiration Notice:

- a. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
 - b. If the Contractor provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Contractor shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.
19. **Subcontractors:**
Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the County separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
20. **Approval:**
Any modification or variation from the insurance requirements in any Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

21. **EXCEPTION:** In the event the Contractor(s) is a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

U. SINGLE AUDIT ACT REQUIREMENTS

Contractors in receipt of federal funds through the County are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). Contractor shall comply with 2 CFR 200 Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. Contractor shall take corrective actions within six (6) months of the date of receipt of the reports. The County shall consider sanctions as described in 2 CFR 200.505 for Contractor's not in compliance with the audit requirements.

V. AUDIT DISALLOWANCES

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. The County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

W. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

X. RELIGIOUS ACTIVITIES

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

Y. POLITICAL ACTIVITY PROHIBITED

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

Z. COVENANT AGAINST CONTINGENT FEES

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

AA. SAFEGUARDING OF PARTICIPANT INFORMATION

1. The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the Contractor shall release information to the County, Department, Arizona Department of Economic Security (ADES), and to the Attorney's General's Office as required by the terms of this Agreement, by law or upon their request.
2. The Contractor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. the Department will advise the Contractor as to applicable policies and procedures ADES has adopted for such compliance.

BB. RIGHTS IN DATA

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

CC. COPYRIGHTS

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

DD. PATENTS

Any discovery or invention arising out of, or developed in the course of, work under this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

EE. WARRANTY OF SERVICES

1. The Contractor warrants that all services provided hereunder will conform to the requirements of the Agreement, including all descriptions, specifications and attachments made a part of this Agreement. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
2. In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Agreement in the manner and to the same extent as services originally furnished hereunder.

FF. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. Contractor shall, during the term of this Agreement, immediately inform the Assistant Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Contractor's failure to notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.
2. The Assistant Director may request, and Contractor shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of all such other agreements or grants, when, in the opinion of the Assistant Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.

3. If the Assistant Director determines that the award to Contractor of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, the Assistant Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Contractor disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section of this Agreement.

GG. CONTRACT COMPLIANCE MONITORING

1. The County shall monitor Contractor's compliance with, and performance under, the terms of this Agreement. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during Contractor's normal business hours, announced or unannounced.
2. The Contractor shall make available for inspection and/or copying by the County's monitors, all records and accounts relating to the work performed or the services provided under this Agreement, or for similar work and/or service provided under other grants and Contracts.

HH. MINIMUM WAGE REQUIREMENTS

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

II. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. The provision applies to work performed by subcontractors at all tiers.

JJ. GRIEVANCE PROCEDURE

Contractor shall establish a system through which applicants for and recipients of services may present grievances and may take appeals about eligibility and other aspects of Contractor's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for and recipients of services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied by Contractor.

KK. NON-DISCRIMINATION

The Contractor, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include this clause in all of its Subcontracts.

LL. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Title VI and VII

of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Executive Orders 11375 amending Executive Order 11246 and implementing regulations at 41 CFR part 60, as well as, Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

MM. FINANCIAL MANAGEMENT

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

NN. RETENTION OF RECORDS

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

OO. ADEQUACY OF RECORDS

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

PP. EQUIPMENT PURCHASES

Procurement of equipment with funds received under this Agreement, and for a cost equal to or greater than \$1000, is prohibited under this Agreement.

QQ. MATERIAL AND SUPPLIES

1. Material means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.
2. Procurement of equipment with a cost less than \$1000 is considered materials and supplies.
3. Individual procurements, purchased with funds provided under this Agreement, of less than \$300 require oral price quotations from two (2) or more vendors. The Contractor shall keep and maintain a record of the vendors' verbal quotations.
4. Individual procurements equal to or in excess of \$300 but less than \$1000, purchased with funds provided under this Agreement, are subject to a system of written quotes. Contractor shall keep and maintain a record of the vendors' written quotations.
5. Contractor shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

RR. PROPERTY

1. Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of Contractor within the limits budgeted herein.
2. Any Contractor property furnished or purchased pursuant to the terms of the Contract shall be utilized, maintained, repaired and accounted for by the Contractor. Repair costs of such property shall be the responsibility of the Contractor.

SS. IMMIGRATION LAWS AND REGULATIONS

1. **Federal Immigration and Nationality Act**

- a. The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.
 - b. By entering into this Agreement, both Parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Both Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. Both Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
 - c. The Parties may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, then the Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the Contractor or its subcontractor.
2. **Arizona Law:** The Contractor warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:
- a. That Contractor and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
 - b. That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability;
 - c. That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Contractor or Vendors employee who works on this Agreement to ensure that the Contractor or Vendors is complying with the warranty provided under subsection 1 above and that the Contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

TT. DRUG FREE WORKPLACE ACT

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

- UU. GOVERNOR'S EXECUTIVE ORDER NO. 88-26
Contractor shall use the Arizona Taxonomy of Human Services for reporting and contracting purposes.
- VV. EMPLOYMENT DISCLAIMER
1. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
 2. The Contractor agrees that no individual performing under this Agreement on behalf of Contractor may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue to or apply to any such individual. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and Contractor shall indemnify, defend and hold harmless the County with respect thereto.
- WW. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION
1. The undersigned, by signing this Agreement, represents that he/she has the authority to bind Contractor to the terms of this Certification. Contractor, as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with the commission of any of the offenses enumerated in subparagraph 2 above; and
 - d. Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
 2. The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.
- XX. VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS
1. By entering into this Agreement, Contractor represents and warrants that it is in compliance with the Immigration and Nationality Act (INA using e-verify.) and all other federal and State immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). Contractor shall obtain statements from its Subcontractors certifying such compliance and shall furnish the statements to the County upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. Contractor and its Subcontractors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify

employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

2. The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Agreement to verify compliance with this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

YY. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

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

SECTION II
SPECIAL PROVISIONS



Maricopa County
Human Services Department

A. STANDARDS

Contractor shall perform the work and provide the services as identified in Section III, the Work Statement, and shall immediately notify the County whenever the Contractor is unable to, or anticipates an inability to, perform any of the work or provide any of the services required by the terms of this Agreement.

B. FEES AND PROGRAM INCOME

Unless specifically authorized in the Agreement, the Contractor shall not impose fees or charges of any kind upon recipient for contracted services.

C. COMPLIANCE WITH LAWS, RULES & REGULATIONS

Contractor shall comply with all applicable laws, rules, and regulations, without limitation, to those designated within this Agreement.

D. IT 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to the County under this Agreement shall comply with A.R.S. § 41-3531 and § 41-3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires the employees and members of the public shall have access to use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

E. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY

If providing direct services to children or vulnerable adults, the following shall apply:

1. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement.
2. Department will request ADES to conduct Central Registry Background Checks on behalf of the Contractor. The information contained in the Central Registry will be used as a factor to determine qualifications for positions that provide direct service to juveniles or vulnerable adults as follows:
 - a. Any person, their employees or volunteers who apply for a contract with the County; or
 - b. All employees of the Contractor; or
 - c. A subcontractor of the Contractor and the subcontractor's employees; and
 - d. Prospective employees of the Contractor or its subcontractor at the request of the prospective employer.
3. Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
 - a. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - b. **Before being employed or volunteering** in a position that provides direct services to children or vulnerable adults under this Agreement, persons shall certify on forms provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
4. A person awaiting receipt of the Central Registry Background Check may provide direct services to clients after completion and submittal of the Direct Service Position certification form if the certification states:
 - a. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

- b. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at:
www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/DDD-1727AFORFF.doc - 2015-08-05
 - c. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to County clients.
 5. The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located at <https://www.azdes.gov/opac>.

F. FINGERPRINTING

1. Contractor shall comply with, and shall ensure that all Contractor's employees, independent contractor, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
2. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
3. To the extent A.R.S. §§ 46-141 is applicable to contract performance or the services provided under this Agreement, the following provisions apply:
 - a. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within (7) seven working days of employment.
 - b. Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in the State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

G. CONTRACTOR CHANGES

The Contractor is required to notify the Department, in writing, within fifteen (15) calendar days, of any changes in the following:

1. The number of staff or the identity of staff funded with this Agreement
2. Agency authorized signatory
3. Agency address, phone, fax or email addresses
4. Person to whom Agreement notices should be sent
5. Any variation of insurance required by this Agreement

H. REALLOCATION OF FUNDING

Should additional funds become available during the term of the contract period, the County reserves the right to allocate these funds and proportionate services in this Agreement. Allocations may be

adjusted based on documented client need, census determinations, or over, under or non-performance by the Contractor.

I. COUNTY DETERMINATIONS

The County reserves the right to increase or decrease Contractor's budget or Work Statement described herein. Such changes will be through a formal Amendment.

J. CHANGES ORIGINATED BY THE DEPARTMENT

1. Budget Adjustments: If changes do not result in an increase or reduction of the total contract budget amount and result in more than a 10% change in a budget category, changes will take place with budget Change Orders to be executed, approved and signed by both the Department Director and Contractor.
2. Changes that result in an increase or decrease in the total Agreement budget will require a formal amendment pursuant to Section F of the General Provisions.
3. The Department Director may, at any time, make changes to the general scope of this Agreement via a written Change Order for any of the following reasons:
 - a. Specific program rules, regulations, application procedures; and
 - b. Minor work statement revision; and
 - c. Administrative requirements such as reporting criteria.
4. Any dispute or disagreement resulting from such written changes or budget Change Orders shall constitute a dispute within the meaning of the dispute clause of the Agreement's General Provisions and shall be adjusted accordingly.

K. STAFF AND VOLUNTEER TRAINING

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

L. EVALUATION

1. The County may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Agreement.
2. As requested by the County, the Contractor shall participate in program evaluations relative to contract impact in support of County goals.

M. COOPERATION IN TRAINING, STRATEGIC PLANNING, NEEDS ASSESSMENT, OUTCOME MEASUREMENT INITIATIVES

The Contractor will be required to cooperate in needs assessments, strategic planning, training required by Department and outcome measurement initiatives.

N. DISALLOWED COSTS

The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with County funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local, and Indian Tribal Governments.

O. PAYMENT RECOUPMENT

The Contractor shall reimburse the County upon demand, or the County may deduct from future payments, the following:

1. Any amounts received by the Contractor from the County for contract services which have been inaccurately reported or are found to be unsubstantiated.
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the County.
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the Substantial Interest section of these terms and conditions.
4. Any duplicate amounts paid by the County for services covered or reimbursed by other specific grants, contracts, or payments.
5. Any amounts expended for items or purposes determined unallowable by the County upon reimbursement by the County of such costs to the Contractor; see the "Disallowable Costs" clause of these Special Provisions.
6. Any amounts paid by the County for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services.
7. Any amounts received by the Contractor from the County which are identified as a financial audit exception.
8. Any amounts paid or reimbursed in excess of the Agreement or service reimbursement ceiling.
9. Any payments made for services rendered before the Agreement begin date or after the Agreement termination date.

P. RESPONSIBILITY FOR REPAYMENT OF DIRECT SERVICE FUNDS

Should program monitoring or application quality assurance review result in findings related to direct service funds being paid for ineligible individuals or in amounts above allowable program limits, the Contractor shall repay those funds to the County upon written notification by the Assistant Director.

Q. OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

R. RECOGNITION OF COUNTY SUPPORT

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

S. PUBLICATIONS

The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the American with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, (insert Contractor name here) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (insert Contractor name here) must make reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (insert Contractor name here) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (insert Contractor name here) will take any other reasonable action that allows you to take part in and understand a program or activity,

including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (insert Contractor contact person and phone number here)” Para obtener este document en otro formato u obtener informacion adicional sobre esta politica, (insert Contractor contact person and phone number here)”

T. **COMPUTER SOFTWARE POLICY**

The contractor shall comply with Federal copyright laws applicable to software licenses. In addition, all policies and agreements between the County and the Contractor related to contract equipment, software, internet accessible database system, and access shall be implemented and monitored. Annually, contractors will be required to submit an inventory of all County provided hardware and software to the Assistant Director.

U. **CLEAN AIR ACT & CLEAN WATER ACT**

Contractor must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)),section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

V. **SUBSTANTIAL INTEREST DISCLOSURE**

1. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the County.
2. Leases or rental agreements of property shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
3. For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

W. **RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION**

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurrent in the furtherance of the performance or the arising out of the Contract and will indemnify and save the County harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

SECTION III
WORK STATEMENT



Maricopa County
Human Services Department

WORK STATEMENT
FOR
CRISIS CASE MANAGEMENT
AND
FINANCIAL ASSISTANCE SERVICES

A. SERVICE DESCRIPTION

The Contractor shall provide Crisis Case Management and Financial Assistance services to eligible residents in the Community Service Area (CSA) more fully described in Attachment A. Services shall be provided as described in this section.

1. Crisis Case Management Services are provided to individuals and/or families in order to enhance their self-sufficiency and/or involvement in the community, and through which the needs and eligibility of the individuals applying for/receiving financial services are determined. For those individuals eligible, appropriate services are identified, obtained or provided, and recorded. Information and referral services will be provided as appropriate.
2. Financial Assistance Services are provided to stabilize the immediate and emergent needs of the client including basic needs. Financial services may include, but are not limited to: temporary emergency shelter, emergency rent and mortgage assistance, first month's rent and rental deposit assistance, utility payment assistance, utility deposit assistance, food boxes, and other needs as identifies by applicant.

B. TRAINING

The Department shall provide training to Contractor to assist Contractor in determining program eligibility, regulations, and policies. Contractor is fully responsible for ensuring all employees providing services under this Agreement attend Department training.

C. STANDARDS/LICENSURE/PROGRAM INFORMATION

1. Crisis case management is the process by which eligibility for financial assistance with basic and emergent needs is determined and provided to income eligible individuals.
Available resources are categorized as follows:
 - a. Financial Assistance (e.g. rent, utility, mortgage assistance);
 - b. Information and Referrals;
 - c. Utility Discount Programs (enrollment);
 - d. Goods and materials (e.g. food boxes, clothing);
 - e. Home Repair/Weatherization (e.g. referral to home repair programs i.e. Weatherization Program); and
 - g. Non-Financial Assistance (e.g. case management, energy conservation education, assistance with completing forms i.e. AHCCCS applications, Food Stamps applications)
2. Contractor will be required to use the *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook (the "Handbook")*, as amended, in the provision of services. The *Handbook* provides detailed information on services, client eligibility, regulations and guidelines, application and documentation procedures and service dollar limits for County funded financial assistance.
3. Contractor shall use the HSD Online Client Data System to document and record all services provided and supported by County funds. This includes financial assistance services and non-financial services provided by Contractor staff/volunteers supported with County funds.
4. Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used, including but not limited to:
 - a. Federal Low Income Home Energy Assistance Program regulation as well as the State of Arizona Low Income Home Energy Assistance Program State Plan. Title XXVI-

Low Income Home Energy Assistance Program Omnibus Budget Reconciliation Act of 1981;

- b. Federal Social Services Block Grant;
 - c. Federal Emergency Solutions Grant;
 - d. Federal Community Services Block Grant;
 - e. Utility, Repair, Replacement and Deposit Assistance Guidelines;
 - f. State Short Term Crisis Services Program;
 - g. Federal Temporary Assistance to Needy Families (TANF) as related to the provision of Emergency Assistance;
 - h. State and Federal Client Confidentiality Laws and Regulations;
 - i. Maricopa County;
 - j. The Handbook;
 - k. Community Services Block Grant Legislation, as amended;
 - l. Stewart B. McKinney Homeless Assistance Act;
 - m. COATES Human Services Reauthorization Act of 1998;
 - n. Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - o. Neighbors Helping Neighbors (ARS §46-741);
 - p. Verification of Identity and Citizenship and/or Immigration Status (ARS); and
 - q. Eligibility for Federal and State or Local Public Benefits (ARS §1-501 - 1-502).
- 5. Contractor shall maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with their job description.
 - 6. Contractor shall maintain documentation that case management staff have received training on the requirements of ARS §46-140.01 and ARS §1-501 and ARS §1-502 regarding eligibility for State and local benefits.

D. CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of:

- 1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under this Agreement.
- 2. Acted on behalf of the County without appropriate authorization.
- 3. Provided favorable or unfavorable treatment to anyone.
- 4. Made a decision on behalf of the County that exceeded its authority, could result in partiality, or have a political consequence for the County.
- 5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.
- 6. Loss of impartiality when advising the County.

E. PERSONNEL

- 1. The Contractor shall notify the Department of staff changes and vacant positions within three (3) business days of changes. The Contractor shall fill vacancies to ensure service availability and clients are not turned away due to lack of staff. The County may assist in the selection of the replacement candidate.
- 2. The County reserves the right to immediately remove access to any data/reporting systems if it is determined any Contractor personnel is a risk to the County operations such as but not limited to:
 - a. Approving clients for services they are not eligible for;
 - b. Denying eligible clients for services; and
 - c. Accessing the HSD Online Client Data System for any purpose other than areas of responsibility.

F. LEVEL OF SERVICES

1. If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Agreement to ensure continuity and availability of services to eligible persons during the term of this Agreement and during any transition to a subsequent Contractor.
2. The County makes no guarantee to purchase specific quantities of goods or services or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Agreement is for the sole convenience of the County and that the County reserves the right to obtain like goods or services from its sources when such need is determined necessary by the County.
3. Services under this Agreement may be moved or expanded to other site locations within the geographic area awarded only by a written amendment.

G. LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency; DES 1-01-34 Exhibit 1.

H. DATA COLLECTION AND MANAGEMENT

Eligibility determination and documentation shall be completed for each applicants/clients and appropriate household members receiving services through this Agreement. The Contractor shall be responsible for adhering to the Handbook when determining eligibility and entering client information into the HSD Online Client Data System.

I. SERVICE GOALS

Contractor shall ensure service delivery that meet the CSBG Service Goals for Community Action Programs as follows:

1. To assist low income individuals or households reduce or eliminate barriers to initial or continuous employment.
2. To reduce homelessness and help families move from unaffordable or unsafe housing by assisting with first month rent, rental security deposits and/or utility deposits.
3. To prevent homelessness by assisting families with eviction prevention rent assistance, mortgage foreclosure assistance and/or utility assistance.
4. To assist low-income families in accessing or maintaining telephone service through enrollment in telephone discount programs.
5. To ensure that individuals know about and can access other community resources and programs through provision of community information and referral.
6. To reduce immediate hunger by providing food boxes or referrals to sources of immediate food.
7. To assist low-income energy burdened households maintain self-sufficiency through enrollment in various utility discount programs.
8. To support households in maintaining or achieving self-sufficiency through crisis case management to meet the household's immediate and basic needs.
9. To assist low-income individuals and/or households in achieving an increase in financial assets and/or financial skills to achieve or maintain self-sufficiency.

J. SERVICE REQUIREMENTS

Contractor shall adhere to the following service requirements:

1. Provide personnel, supervision, staff training, equipment, materials and supplies necessary to perform and provide crisis case management and financial assistance services;
2. Provide services that are appropriate to the language and culture of the target population in the geographic service area;

3. Provide on-site financial assistance services at a location(s) within the specified service area;
4. Maintain client-focused facility which offers sufficient space for program applicants waiting to be seen or waiting rooms which provide adequate seating, and accessible in all permanent facility locations;
5. Ensure adequate space is available for conducting eligibility determination where confidential information cannot be overheard;
6. Assure that staff members and volunteers do not have conflicts of interest in the provision of services and management of programs;
7. Maintain client/recipient information confidential and in a secure location; and
8. Conduct quality assurance review of each application that is funded by County funds, prior to submission to County for payment authorization; and

K. REPORTING REQUIREMENTS

1. Unless otherwise provided in this Agreement, reporting shall adhere to the following schedule: no later than the 10th working day following each month during the contract term, the Contractor shall submit programmatic and financial reports to the County in the form set forth in this Agreement. Failure to submit accurate and complete reports by the 10th working day following the end of a month may result, at the option of the County, in retention of payment. Failure to provide such report within 45 calendar days following the end of a month may result, at the option of the County, in a forfeiture of such payment.
2. Contractor shall submit to the County all final program and fiscal reports no later than the designated date, to be determined by the County, following the termination of this Agreement. Failure to submit final program and fiscal reports within the designated time period may result, at the option of the County, in forfeiture of final payment.

L. ADMINISTRATIVE

Contractor shall adhere to the following administrative requirements:

1. Policies and Procedures for training staff and/or volunteers and documentation of when training occurred for the following:
 - a. Confidentiality of clients' information;
 - b. Grievance/Problem solving procedures;
 - c. Non-Discrimination policies;
 - d. Equal access to programs and services for individuals with disabilities and reasonable accommodations and compliance with Americans with Disabilities Act;
 - e. Providing services to individuals who are non-English speaking, hearing impaired, and vision impaired; and
 - f. Providing services that are language and culturally appropriate to the target population in the geographic service area;
2. Agency Policies shall address:
 - a. Staff and/or volunteers will not provide direct services to clients until all appropriate Background Checks and Fingerprint clearance have been completed with satisfactory results and procedures if results are unsatisfactory and how information will be maintained;
 - b. Process for ensuring services and financial assistance are available for a twelve (12) month period;
 - c. Policy for providing services when County Direct Service funds are depleted;
3. Contractor shall provide In-Kind/Cash Match value of 25% other than County provided funds to support administration and operating program costs.
4. Contractor shall describe sources of agency funding and amounts from entities other than County provided funds to support administration and operating costs of the agency including the value of in-kind/cash match contributions.

5. Contractor shall ensure that no direct services, utilizing County operations or financial assistance funds, will be provided to clients by agency staff and/or volunteers until all appropriate background checks for employment through Central Registry have been conducted and satisfactory results are received by the County.

M. PROCEDURES FOR CRISIS CASE MANAGEMENT AND FINANCIAL ASSISTANCE SERVICES

1. Contractor shall adhere to the following Crisis Case Management and Financial Assistance requirements and shall respond to how requirements will be met.
2. Contractor Policies and Procedures shall address the following:
 - a. Scheduling application intake to include: scheduling for individuals in crisis situations, homeless and about to become homeless, impending utility shutoff and priority processes;
 - b. Scheduling appointments for clients outside of regular business hours;
 - c. Scheduling appointments for individuals that are homebound;
 - d. Documenting client crisis reasons, needs, services requested and services provided, staff time spent providing services, documenting in HSD Online Data System; and
 - e. Obtaining all client verification and maintaining documentation in client files.

N. COUNTY FUNDED FINANCIAL ASSISTANCE

1. Contractor shall adhere to policies and procedures for administration of County funded financial assistance and shall respond to how requirements will be met.
2. Contractor policies procedures shall address the following:
 - a. Notifying applicants of their rights, responsibilities, the agency's grievance/problem solving procedures, including the provision of the approval/denial/appeal process for services;
 - b. Completing quality assurance on client applications submitted to Department to include the staff position responsible for conducting the quality assurance;
 - c. Responding to Department when notified of required clarification and/or corrections required on clients' applications or data entry, to include the staff position responsible for responding to the requests;
 - d. Securing, completing and issuing County Financial Assistance Vouchers as these vouchers shall be treated as currency and must be kept secure at all times;
 - e. Process shall include the staff position authorized to sign vouchers;
 - f. If a utility vendor agrees to wait for payment or accepts a guarantee, documentation of arrangement is required. Documenting and Guaranteeing Utility Assistance to Utility Companies consistent with the following criteria:
 1. Assistance provided within 48 hours after application and deemed eligible
 2. Assistance is provided within 18 hours after application, deemed eligible and a life threatening situation exists;
 - g. Provision of energy conversation education to all eligible applicants receiving utility assistance;
 - h. 50% of clients that receive LIHEAP-funded utility assistance receive targeted energy-savings activities education, an Energy Savers Brochure and is document in client files and HSD Online Client Data System.
3. Direct Financial Assistance Funds will not be included in awarded Contracts. These funds will be retained by County and will be made available to Contractors through the HSD Online Client Data System. Applications for funded financial assistance must be completed via the HSD Online Client Data System. County will make payments directly to vendors (i.e. utility companies, landlords, mortgage companies, etc.) upon authorization by County.
4. The allocation of Direct Financial Assistance Funds for each service area is determined through the use of a funding formula recommended and approved by the Maricopa County Community Services (MCCS) Commission.

5. For State Fiscal Year (SFY) 2017, the following financial assistance fund amounts are anticipated for this Agreement indicated below (allocations are subject to change, based upon the availability of funds):

Service Area	Low Income Home Energy Assistance (LIHEAP)		Short Term Crisis Services Assistance for Needy Families (TANF)		Total Allocation of Direct Financial Assistance Funds	
	Funds Available	Minimum Number of Households	Funds Available	Minimum Number of Households	Total Funds Available	Total Number of Households
Surprise Service Area	\$284,113	444	\$48,690	32	\$332,803	476

6. Contractor is required to provide community funds to be leveraged for use for Financial Assistance. Contractor shall demonstrate the amount of community funds to be leveraged for Financial Assistance.
7. Contractor will ensure service delivery is available for a period of no less than (12) twelve months.
8. Contractor shall provide Department an expenditure plan that includes the amount of local dollars that will be leveraged in the twelve (12) month period.

O. INFORMATION & REFERRAL

1. Contractor shall adhere to policies and procedures for provision of Information & Referral services and shall respond to how requirements will be met.
2. Agency procedures shall address the following:
 - a. Providing information and referrals to clients, facilitating or coordinating referrals with agencies and documenting in client files and in HSD Online Client Data System;
 - b. Providing referrals to clients for weatherization services and or the repair/replacement of utility-related appliance programs;
 - c. Enrolling eligible clients in appropriate utility and phone discount programs (i.e. Southwest Gas Discount Program (LIRA), APS E-3 Discount Program, SRP Economy Price Plan Discount and the Lifeline);
 - d. Assisting individuals with completion of forms for federal and state social service programs such as AHCCCS or SNAP (supplemental nutrition assistance program, formerly food stamps)

P. GRIEVANCE PROCEDURE

Contractor shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Contractor's work under this Award. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the Contractor's level.

Q. SERVICES PROVIDED BY COUNTY

To ensure successful program service delivery, County will provide/conduct:

1. Training and technical assistance on:
 - a. The Handbook;
 - b. County funded crisis case management and financial assistance services;
 - c. County Financial Assistance Vouchers;
 - d. Use of the HSD Online Client Data System

- e. Results Oriented Management and Accountability (ROMA);
 - f. Required Reports and Forms; and
 - g. Other forms as necessary.
- 2. Fiscal monitoring, program monitoring and client file review; and
- 3. Training and Technical assistance as needed/required.

R. REPORTING REQUIREMENTS

The County reserves the right to add, remove, or revise reporting requirements to meet program goals.

- 1. Contractor shall submit the following to the Department:
 - a. Results Oriented Management and Accountability (ROMA) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.
 - b. Submit other reports as required by the Department.
- 2. Reports will be submitted to:
Maricopa County Human Services Department
Community Services Division
234 N. Central Avenue, Suite 3000
Phoenix, AZ 85004
- 3. Unless otherwise provided in this contract, reporting shall adhere to the following:
 - a. No later than the 10th working day following each month during the contract term.
 - b. The Contractor shall submit programmatic and financial reports to the Department in the form set forth in the Agreement.
 - c. Failure to provide such report within 45 calendar days following the end of a month may result, at the option of the County, in a forfeiture of such payment.
- 3. No later than the designated date, to be determined by the Department, following the termination of the Agreement, Contractor shall submit to the Department final program and fiscal reports. Failure to submit final program and fiscal reports within the designated time period may result, at the option of the County, in forfeiture of final payment.

S. PANDEMIC AWARD PERFORMANCE

- 1. Contractor shall provide a written plan that illustrates how the Contractor shall perform up to Award standards in the event of a pandemic. At a minimum, the pandemic performance plan shall include:
 - a. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - b. Alternative methods to ensure services are available.
 - c. An up to date list of agency contacts and organizational chart.
- 2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the Department shall have the following rights:
 - a. After the official declaration of a pandemic, the Department may temporally void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.
- 3. The Department shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
- 4. Once the pandemic is officially declared over and/or the Awardee can demonstrate the ability to perform, the Department, at its sole discretion may reinstate the temporarily voided Award.

SECTION IV
COMPENSATION



Maricopa County

Human Services

A. COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth in this Agreement, County shall pay the Contractor compensation for services rendered.

B. REIMBURSEMENT

1. Effective July, 2016 through June 30, 2017, Contractor shall be reimbursed as set forth under this Agreement.
2. During the term of this Agreement, the maximum amount of compensation due to the Contractor from the County, for any and all services performed by the Contractor for the obligations and duties herein, shall not exceed the amount(s) in Attachment B.

C. COST REIMBURSEMENT AND MATCH REQUIREMENTS

1. Contracts awarded under this solicitation will be on a cost reimbursement basis.
2. Contractors shall be required to provide a minimum of In-Kind/Cash Match value of 25% other than County provided funds to support administration and operating program costs:
 - a. Cash match shall not include federal funds or funds used to match another federal program.
 - b. In-kind support may include but is not limited to: office space, personnel time, equipment, material and supplies

D. FUNDING

1. Funding for this Agreement is provided through an Intergovernmental Agreement with Arizona Department of Economic Security from the U.S. Department of Health and Human Services Office: Administration for Children and Families and Maricopa County for Community Action Program activities.
2. Funding allocations are based on a funding formula as accepted by the Human Services Department Community Services Commission.
3. The Catalog of Federal Domestic Assistance (CFDA) is a government-wide collection of Federal programs, projects, services, and activities that provide assistance or benefits to the American public. The Catalog contains financial and nonfinancial assistance programs administered by departments and establishments of the Federal government.
4. Activities and Programs to be administered under this Agreement shall be funded through the following CFDA funds:
 - 93-667 Social Services Block Grant (SSBG)
 - 93-569 Community Services Block Grant (CSBG)
 - 93-558 Temporary Assistance for Needy Families (TANF)
 - 93-568 Low Income Home Energy Assistance Program (LIHEAP)
5. Subject to the availability and authorization of funds, the anticipated funding for this Agreement is \$87,452

E. METHOD OF PAYMENT

Subject to receipt of a proper invoice and upon approval by the County during the term of this Agreement, County shall pay the Contractor no more than monthly and based on performance of the duties described herein by the Contractor as follows:

1. Subject to the availability of funds, the County shall reimburse the Contractor for all allowable costs associated with the performance of work and the provision of services under this Agreement. Reimbursement for this Agreement shall be limited to the total amount of the Contract award and per Attachment B Operating Budget.
2. On or before the tenth (10th) working day of the month following a month of service delivery by the Contractor, the Contractor shall submit to the County, a Financial Claim Form (Claim) as the Contractor's invoice for allowable costs incurred during the billing period. A template Claim form shall be provided by the County to the Contractor for its use.

Sufficient backup shall also be attached to this Claim, such as a General Ledger excerpt or detailed Expenditure Report, with the included charges circled or highlighted.

3. The Financial Claim and backup will be submitted to County before payment(s) can be made by the County as provided for under this Agreement.
4. Provided that the maximum reimbursable amount is not exceeded, the Contractor may deviate, plus or minus 10% from the amounts identified in the Contract operating service budget category subtotals.
5. Changes exceeding the above stated deviation from operating service budget category subtotals will require a Change Order as specified in Special Provisions' Section H, Changes Originated by the Department clause, or a formal Amendment, as specified in General Provisions' Section F, Amendments, of this Agreement.
6. Should the County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reasons for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of General Provisions' Section I, Disputes, of this Agreement.

SECTION V
ATTACHMENTS



Maricopa County
Human Services Department

ATTACHMENT A - OPERATING BUDGET for SFY17

Contract Operating Budget -County	June 1, 2016 to June 30, 2017
CONTRACTOR:	City of Surprise

Service: Crisis Case Management and Financial Assistance Services

Revenue Sources

County*	87,452
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Total Revenues	87,452
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Budget Categories

Personnel / ERE	71,038
Professional and Outside Services	10,658
Travel	274
Material and Supplies	4,568
Staff Training	914

Total Expenses	87,452
----------------	--------

*Funding will be allocated internally on a monthly basis by Maricopa County Human Services Department/Financial Services.

Based on fund availability, funds utilized may include, but are not limited to:
SSBG, TANF, LIHEAP, County Funds and CSBG

ATTACHMENT B

Surprise SFY17 Voucher Expenditure Plan

LIHEAP	\$ Expended	HH's Served	% of Total Expended
Jul-16	\$23,000	37	8%
Aug-16	\$40,000	66	22%
Sep-16	\$26,000	42	31%
Oct-16	\$29,000	48	42%
Nov-16	\$23,000	37	50%
Dec-16	\$20,000	33	57%
Jan-17	\$18,000	29	63%
Feb-17	\$18,000	29	69%
Mar-17	\$20,000	33	76%
Apr-17	\$22,000	36	84%
May-17	\$22,113	36	92%
Jun-17	\$23,000	37	100%
TOTALS	\$284,113	463	

Local Funding Expended/Planned Utility Assistance	Source	Amount
Jul-16		
Aug-16		
Sep-16		
Oct-16		
Nov-16		
Dec-16		
Jan-17		
Feb-17		
Mar-17		
Apr-17		
May-17		
Jun-17		
TOTALS		

STCS/ TANF	\$ Expended*	HH's Served	% of Total Expended
Jul-16	\$4,000	3	8%
Aug-16	\$4,100	3	17%
Sep-16	\$4,000	3	25%
Oct-16	\$4,100	3	33%
Nov-16	\$4,000	3	41%
Dec-15	\$4,000	3	50%
Jan-17	\$4,490	3	59%
Feb-17	\$4,000	3	67%
Mar-17	\$4,000	3	75%
Apr-17	\$4,000	3	84%
May-17	\$4,000	3	92%
Jun-17	\$4,000	3	100%
TOTALS	\$48,690	36	100%

Local Funding Expended/Planned - Rental Assistance	Source	Amount
Jul-16		
Aug-16		
Sep-16		
Oct-16		
Nov-16		
Dec-16		
Jan-17		
Feb-17		
Mar-17		
Apr-17		
May-17		
Jun-17		
TOTALS		

*STCS Rents/Mortgages ONLY

ATTACHMENT C – FACILITY LOCATION CHART

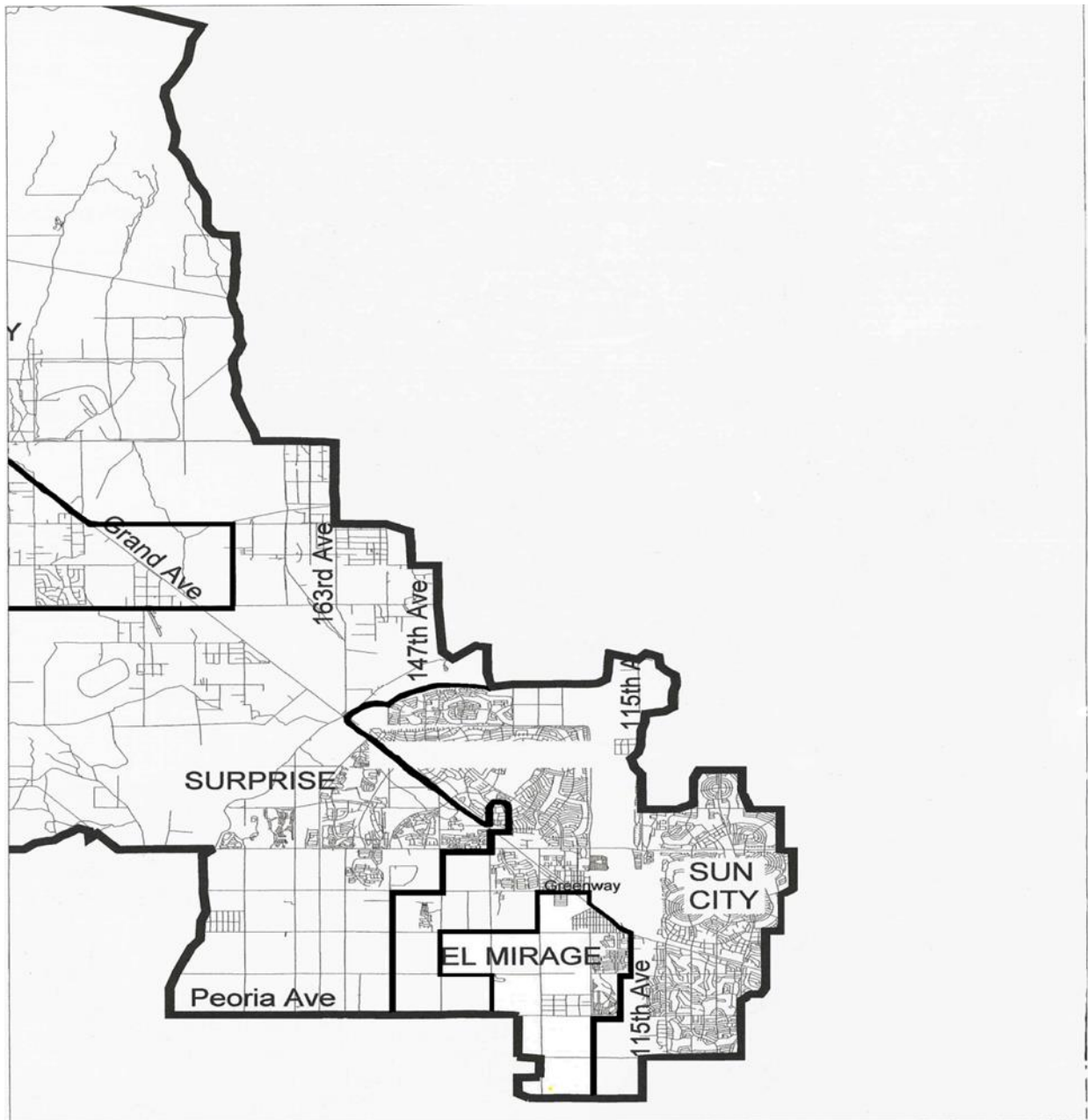
Contract Services shall be delivered only at the facilities and locations specified below and will be available during the hours of operation indicated.

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED	CONTRACT SERVICE(S)	SUB	DAYS & HOURS OF OPERATION	DESCRIPTION OF THE COMMUNITY SERVICE AREA
<u>Service Location(s)/Office(s)</u> Surprise Community Action Program 12425 W. Bell Road Surprise, AZ 85374 623-222-1026 ----- <u>Administrative Office</u> Administrative Office City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374-7470 623-222-1026	Crisis Case Management and Financial Assistance Services	N/A	Monday – Friday 8:00 a.m. to 5:00 p.m. by arrangement.	Surprise and El Mirage Community Service Area as indicated in map Attachment D

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holiday):

- | | | | | |
|--|---|--|--|--|
| ☒ New Year's Day | ☐ Washington's birthday | ☒ Memorial Day | ☐ Rosh Hashanah | ☒ Veteran's Day |
| ☒ Martin Luther King JR's Birthday | ☒ President's Day | ☒ Independence Day | ☐ Yom Kippur | ☒ Thanksgiving Day |
| ☒ Lincoln's birthday | ☐ Good Friday | ☒ Labor Day | ☐ Columbus Day | ☒ Christmas Day |
| OTHER HOLIDAYS: | | | | |
| ☒ Day After Thanksgiving | ☐ Floating Holiday – | ☐ Day Before Christmas | ☐ | ☐ |
| | | | (specify) | (specify) |
| ☒ Cesar Chavez Birthday | | | | |

ATTACHMENT D – COMMUNITY SERVICE AREA



SECTION VI

EXHIBIT



Maricopa County

Human Services Department

EXHIBIT 1

LIMITED ENGLISH PROFICIENCY

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

CHAPTER		POLICY NUMBER	
01 Department of Economic Security		DES 1-01-34 Index	
SUBJECT		ARTICLE	
34 Limited English Proficiency		01 Director	
		EFFECTIVE DATE	REV. NO.
		06-24-09	0

DES 1-01-34
Limited English Proficiency

POLICY STATEMENT	DES 1-01-34.I
AUTHORITY	DES 1-01-34.II
OVERVIEW	DES 1-01-34.III
SCOPE	DES 1-01-34.IV
DEFINITIONS	DES 1-01-34.V
STANDARDS	DES 1-01-34.VI



DEPARTMENT OF ECONOMIC SECURITY		POLICY NUMBER		Page 1
		DES 1-01-34		
CHAPTER		ARTICLE		
01 Department of Economic Security		01 Director		
SUBJECT		EFFECTIVE DATE	REV. NO.	
34 Limited English Proficiency		06-24-09	0	

DES 1-01-34
Limited English Proficiency

I. POLICY STATEMENT

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with limited English proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

1. Develop and adhere to specific written procedures;
2. Perform a needs and capacity assessment;
3. Arrange for oral language assistance, as appropriate;
4. Determine which of the Department documents meet the definition of a vital document;
5. Translate vital documents into languages other than English;
6. Provide notification to customers of the availability of language assistance services;
7. Evaluate current Department Web sites for LEP compliance;
8. Develop and implement standards to ensure LEP compliance on all future Web pages;
9. Train all staff who are likely to have contact with Department customers and the management staff who support them;
10. Develop and incorporate an accessible issue resolution process; and
11. Monitor customer access to language assistance.

II. AUTHORITY

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Arizona Constitution, Article 28

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground 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."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

- "(1) A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
- (i) Deny an individual any service, financial aid, or other benefit provided under the program;
 - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

- (2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

III. OVERVIEW

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with limited English proficiency (LEP) are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP Policy ensures that the Department, and all Department services regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

IV. SCOPE

This LEP Policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP Policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP Policy.

V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, or Assistant Director or their designee with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

VI. STANDARDS

1. All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.
2. **Compliance and Enforcement:** It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP Policy and the specific work unit LEP procedure.
3. **Work unit Procedures:** Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:
 - a. Provision of language services generally;
 - b. Identification and assessment of language needs;
 - c. Oral language assistance services;
 - d. Written translations;
 - e. Oral and written notification of the availability of language services;
 - f. Issue resolution rights;

- g. Staff training on language service provision; and
 - h. Monitoring access to language assistance.
4. **Needs and capacity assessment:** The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If work unit determines that it does, then:
- Determine the number or proportion of LEP customers served;
 - Determine the frequency of contact between LEP customers and the program;
 - Assess the nature and importance of the program; and
 - Assess available resources.
- a. ***Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.*** These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.
 - b. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
 - c. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use Departmentally-produced data, and the frequency with which it will complete the assessment.
 - d. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***
 - i. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes;
 - ii. Each work unit procedure shall include the use of language preference posters in each local office. These posters are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display posters in all its offices in which customer interaction is anticipated. These posters are developed, transmitted, and maintained as a Departmental function.

5. **Oral language assistance:**

- a. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:***
 Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary timeframes may vary based upon the nature and importance of the service. For example, timeframes for emergency services may be different from those timeframes for non-emergency services. In most circumstances, this requires language services to be available within reasonable timeframes during all operating hours by:
 - i. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed;
 - ii. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department has a bilingual stipend program in place that operates under DES 1-26-26, *Bilingual Stipend for Certified Employees*. This program compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed;
 - iii. Orally translating vital documents into languages other than English for LEP customers.
- b. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
- c. ***Use of Bilingual Staff: The Department will make reasonable efforts to recruit and have bilingual staff*** employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:
 - i. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit;

- ii. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
 - d. **Unacceptable Practices:** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.
6. **Translation of written materials:** Each work unit must identify its vital documents. Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:
- Applications;
 - Recertification or renewal applications;
 - Documents that require a response;
 - Letters or other written documents that contain information regarding participation in a program;
 - Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
 - Consent and complaint forms;
 - Appeal rights and grievance procedures;
 - Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required; and
 - Notices advising LEP persons of free language assistance.
 - Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.
- a. ***Each work unit shall translate its vital documents into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English: The Department Office of Graphics and Design or a state-approved translation contract. Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.
 - b. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with the Department policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

- c. ***Each work unit should be sensitive to the literacy levels of the LEP public.*** There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

7. **Institutional Considerations for Translation:**

- a. ***Each work unit shall ensure that the public is aware of available interpretation and translation assistance.*** Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
- b. ***Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.*** The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.
- c. ***The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.*** The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.
- d. ***Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.***

- 8. **Training:** Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with the Department policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

- a. ***General training*** for all staff on the importance of providing services for individuals with LEP;
- b. ***Work unit-specific training*** to ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters;
- c. ***Technical assistance training*** for LEP contact staff;
- d. ***Management level training*** for supervisors and administrative staff assisting staff with direct customer contact.

9. **Providing notice to LEP Customers of the availability of language assistance services and outreach:** Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:
 - a. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense;
 - b. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support Department outreach efforts in relation to the programs it administers and the services it provides;
 - c. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance;
 - d. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify persons of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.
10. **Monitor access to language assistance:**
 - a. ***Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.*** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:
 - i. Current LEP populations in service areas or population or specific populations encountered;
 - ii. Frequency of encounters with LEP customers;
 - iii. Nature and importance of activities to LEP customers;
 - iv. Availability of resources, including technological advances, additional resources, and the costs imposed;

- v. Whether existing assistance is meeting the needs of the LEP customers;
- vi. Whether staff know and understand the LEP procedures; and
- vii. Whether identified sources for assistance are still available and viable.

Work units shall utilize the Departmental monitoring survey instrument. This tool identifies all mandatory points of review for each work unit. Work units shall forward this information and the completed survey to the DOEO and the Department's Office of Policy no less than annually for review. The DOEO will report the results to the Director.

- b. ***Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.*** Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
 - i. Has up-to-date information on language needs in the communities it serves;
 - ii. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
 - iii. Translates vital written documents into the languages needed by the communities being served;
 - iv. Has adequate supplies of translated materials;
 - v. Trains those staff required to be trained in LEP activities; and
 - vi. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

- 11. **Provision of Technical Assistance:** ***Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.*** The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP Policy and the work unit's LEP Procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include timeframes for the LEP contact to respond or to elevate the question to the Director's Office of Equal Opportunity (DOEO). The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.
- 12. **Issue Resolution**
 - a. ***Work unit Level Process:*** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I Resolution Process.

- i. The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying;
- ii. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services;
- iii. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
- iv. The Level I process shall include the following:

The manager in charge at the site where an LEP related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP Policy and the work unit LEP Procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

- b. **Department Level Process:** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the Department Office of Equal Opportunity to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required timeframes, based upon the program(s) from which the LEP customer is seeking service.
 - i. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the timeframes, and the process request verbally or in writing an Executive Leader (EL) review and decision. The EL may request assistance from the Director's Office of Equal Opportunity (DOEO) with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer. The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advise the LEP customer of the method and time frame to obtain a Level III review.
 - ii. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Terry Lowe, Water Resource Management Director
Submitting Department:	Water Resource	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 an Intergovernmental Agreement with Maricopa County Community College District for water technology education at Surprise-Gateway Training Center; Resolution # 2016-05.

Motion:

I move to approve Resolution # 2016-05.

Background:

The SPA 1 WRF Conference and Training Center project was approved in the FY2016 Budget. The intent of this project is two-fold: (1) provide a location in the West Valley where water industry professionals can be formally trained and (2) upgrade the existing City Lab and assembly facilities. The City has engaged with Gateway Community College to teach the Water Technologies curriculum out of the Surprise-Gateway Training Center (SGTC). Gateway will provide certificate and degree instruction out of the SGTC.

Objective Analysis:

Pro: Through partnership with Gateway Community College, Surprise will be the West Valley hub for water industry training in Arizona. Water Resource Management will have a new, updated mission critical lab space to replace the lab constructed in 1994 and the City will have a facility able to host larger gatherings or events.

Con: The City will not be the location where students are trained for careers in the Water industry and staff will continue to utilize the wastewater lab constructed in 1994.

Policy Compliant:

This IGA is consistent with the City's Strategic Plan for higher education in Surprise.

Financial Impact:

The one time project costs are estimated to be \$5.5 million. This project cost includes an entrance gate, drive, and block wall that serves the entire Special Planning Area 1 Water Reclamation Facility. The estimated ongoing costs for the facility are \$45,100 a year, primarily for janitorial and utilities. Gateway Community College will share in the ongoing costs. The agreement stipulates that the City will reimburse the College on a pro-rata basis for its investment in furnishings if the City terminates or defaults on the agreement in the first five years.

Budget Impact:

This project is currently included in the FY2016 budget in the amount of \$5.5 million in the Water and Wastewater funds. The remaining balance will be carried forward into FY2017. The associated operating costs have been included as a part of the FY2017 tentative budget.

FTE Impact:

This item does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Res 2016-05 IGA for Gateway](#)
 - ☐ [Intergovernmental Agreement](#)
-

RESOLUTION # 2016-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOR WATER TECHNOLOGY EDUCATION AT SURPRISE-GATEWAY TRAINING CENTER.

WHEREAS, pursuant to Arizona Revised Statutes § 11-951, et seq., the City of Surprise has the authority to enter into Intergovernmental Agreements with other governmental entities; and

WHEREAS, the parties wish to enter into an Intergovernmental Agreement in order to set forth their respective rights and obligations concerning the development, maintenance, operation, and use of the building on property owned by the City;

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

Section 1. The Intergovernmental Agreement between the City of Surprise and Maricopa County Community College District for GateWay Community College regarding use and maintenance services for the building, as attached hereto as Exhibit A, is hereby approved.

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

APPROVED AND ADOPTED this _day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A TO RESOLUTION # 2016-05
THE INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into on _____ ("Effective Date") between the CITY OF SURPRISE, ARIZONA, a municipal corporation, ("City"), and the MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT ("MCCCD") on behalf of GATEWAY COMMUNITY COLLEGE ("College"), a political subdivision of the State of Arizona.

WHEREAS, the City and the College desire to collaborate in the creation of a college facility ("Building") to meet the higher education and community needs of the residents of the City and surrounding area, as shown in Exhibit B; and

WHEREAS, the City and the College desire to enter into this Agreement in order to set forth their respective rights and obligations concerning the development, maintenance, operation, and use of the Building; and

WHEREAS, the land and Building which will be built is owned by the City; and

WHEREAS, the parties are authorized to enter into intergovernmental agreements to provide any function, service, or facility,

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the College agree as follows:

1. Responsibility for Design and Construction

- 1.1 The City shall be responsible for contracting with the specialized design and construction professionals, and related vendors as necessary for the design, planning, and construction of the Building, except as provided in Paragraph 1.3, and associated parking and landscaping. The City shall make its selections through a competitive process that complies with Title 34 of the Arizona Revised Statutes. The City shall be responsible for directly paying its consultants and contractors all payments required under the contracts that it awards for construction and design of the Building.
- 1.2 At the signing of this Agreement, the City may have already selected the design consultant and the Construction Manager at Risk contractor.
- 1.3 The College will assist in designing the tenant improvements as defined in Section 3- *Tenant Improvements; Furnishings, Fixtures, and Equipment* – for its Space, as defined in Paragraph 2.2. The Building, as constructed by the City, will be approximately 13,000 square feet in size and include all infrastructures, landscaping, parking, other necessary site improvements, and the tenant improvements specified in Paragraph 3.1. The Building shall be designed and built in compliance with the Americans with Disabilities Act ("ADA") and all other laws and regulations and applicable building codes.
- 1.4 Based on the current status of the design and construction of the Building, the City expects to complete construction of the Building and associated infrastructure and site and tenant improvements by July 29, 2016.

2 Ownership and Space Lease

- 2.1 The real property on which the Building will sit is the Special Planning Area One ("SPA1") Water Reclamation Facility ("WRF") located at Litchfield Road and Cactus Road in the City, as more particularly described in Exhibit A ("Property"). The Property is owned by the City as sole owner and holder of the fee simple estate in and to the Building. Nothing in this Agreement shall modify City's ownership of the Property or the Building in any way.
- 2.2 The Building will include 4,866 square feet of education space including 12 rooms that meets the standards of MCCCDC and the Higher Learning Commission ("Space"). City shall lease the Space to the College for College's priority use for a period of five years ("Initial Lease Term"), with three five (5) year renewal terms ("Renewal Lease Term") for \$1.00 per year ("Rent"), due and payable in full at the beginning of each 5 year period. Parties will agree to renegotiate a new lease at the end of 20 years. Collectively, the Initial Term and any Renewal Term will be referred to as the "Lease Term" in this Agreement. This Agreement contains the terms of the lease of the Space and use of the common and shared areas in the Building to MCCCDC, as specified on Exhibit A, and MCCCDC's use of the parking areas adjacent to the Building.
- 2.3 The Lease Term shall begin on the date a Certificate of Occupancy is granted for the Building. If the parties exercise any of the transition provisions described in Paragraph 9 and terminate this Agreement, and neither party shall have any further obligations under this Agreement, including the lease.
- 2.4 During the Lease Term, College and its employees, officials, students, volunteers, visitors and guests will be entitled to use the areas designed as "Building Common" on Exhibit A, excluding storage and the break room, which will be limited to authorized College employees. Neither College nor its employees, officials, students, or volunteers will have access to areas of the Building described as "Building Support" on Exhibit A. MCCCDC and College will be entitled to use the parking areas specified in Section 8.

3 Tenant Improvements; Furnishings, Fixtures, and Equipment

- 3.1 As part of its construction of the Building, City's contractor shall make all tenant improvements to the Space that College will occupy in the Building including all interior finishes such as completion of the required heating, cooling and ventilation system, interior build out of all electrical, mechanical, and plumbing systems, and data and voice cabling within the occupied space ("Tenant Improvements"). The College shall not unduly delay in providing the design for the Tenant Improvements so as to allow construction to proceed on time.
- 3.2 The College will provide the furnishings for the Space, that is, tables and chairs, desks, lecterns, and audio/video equipment currently estimated to cost \$125,779 ("College Contribution"). Except as provided in Section 3.3, College Contribution will become the property of the City upon installation. If this

Agreement terminates before College has occupied the Space for five years due to termination initiated by, or a default of, the City, College will be entitled to a pro-rata reimbursement of the cost of the College Contribution for the portion of the five years that College will not be occupying the Space. The reimbursement will be calculated based on the actual College Contribution divided by 60 (that is, months) multiplied by the number of months remaining in the 5-year period that College will not be occupying the Space because of the termination ("Reimbursement"). College will invoice the City for the Reimbursement and City will pay the invoice within 30 days of receipt. College will not be obligated to replace, repair or maintain the College Contribution during the Initial Term or any Renewal Term as defined in Paragraph 9.1.

- 3.3 Computer resources and associated telecommunication equipment used in the Building will be the responsibility of and shall remain the property of each party. The College shall be responsible for furnishing and installing its standard information technology ("IT") equipment in the Space. The City shall be responsible for furnishing and installing IT in spaces identified as City spaces.

4 Utilities

The City shall arrange for and cause utilities to be provided to the Building. Utilities shall mean, as applicable, electricity, natural gas, domestic water, chilled water, sewer, and refuse removal ("Services"), and shall specifically exclude telephone, data, and video services. The College shall pay one half (1/2) the charges of these Services based on the City's prevailing rates charged by each utility, special rates made available to and utilized by the City, shall apply to the College as well. City will invoice College in arrears monthly for its share of the Services and College will pay the invoice no later than 15 days after receipt.

5 Operations, Maintenance; Campus Exterior and Signage.

- 5.1 The City shall be solely responsible for the maintenance, repair and replacement, and the associated costs, of the Building, the Property, and their operations, including the mechanical, electrical, plumbing, fire alarm, and security systems.
- 5.2 The College shall pay for janitorial services for the Space based on the Space's usable square footage in relation to the usable square footage of the Building as a whole. The City shall invoice the College in arrears for its share of these services on a monthly basis and College will pay the invoice no later than 15 days after receipt.
- 5.3 The City shall be responsible for the security of the Property and Building, which includes access control and CCTV cameras. The CCTV system is not actively monitored. The City shall grant access to the College as necessary and appropriate for the education of College's students. City shall be responsible for the cost of security maintenance.
- 5.4 City and College shall jointly develop signage to identify the College's presence and to direct visitors to the Building. Such signage shall include, but shall not be limited to, signage on the exterior of the Building. The signage for the

Building will be compatible with both the City and College signage design and standards and will clearly identify the Building in a name to be determined jointly by the parties, but tentatively called "The Surprise -- Gateway Training Center ("SGTC")."

6 Building Use

- 6.1 Each party will have priority use of the areas of the Building where those areas are assigned the sole name of that party as the "Primary End-user" on Exhibit A. (For College, those areas are the same as the Space.) However, each party may share those areas allocated to it, in that party's sole discretion, based on a schedule to which the parties agree, except that a party may designate an area as mission critical and thus unavailable, so long as that designation is made in good faith..
- 6.2 Given the general nature for the SPA1 WRF Campus ("Campus") of which the Building is a part, no general public use of the Building will be authorized. The City will be responsible for providing appropriate vehicle access to and from the Building for College's employees and students that also achieves the security it desires for the Campus.
- 6.3 College and City shall, from time to time, meet in order to accommodate programming for residents of the City of Surprise. City and College also agree that each party will collaborate and provide non-financial support for the other party's programming when appropriate. By way of example only, College may provide instructors with specific expertise to participate in discussions in City educational programs (e.g., the City's Homeowner Academy).
- 6.4 City and College agree to cooperate in order to create marketing and promotional materials and information at reasonable costs that advertise the partnership between the City and College and the fact that College is housed at the Building, which is part of the Campus. City and College further agree that each will act in a manner that that does not knowingly adversely affect the other party.

7 Education and Training

- 7.1 In addition to the Building, the College shall be granted used of the facilities at the Campus for instructional purposes with prior written consent and coordination with designated City representatives.
- 7.2 In light of the services that City is providing related to the design and construction of the Building, the College will offer scholarships for up to 10 spaces annually in College certificate that the College teaches in the Building for Surprise residents, City staff, and Luke Air Force Base personnel. College may grant scholarships only to persons who meet the scholarship criteria determined before the scholarship is offered. College's selection of scholarship awardees will comply with MCCC's guidelines and processes. The City may participate in the selection process. Scholarships shall be available for the Initial Term unless the Initial Term is terminated before College's occupancy of the Space reaches five years. In the event this Agreement extends beyond the

Initial Term, the College will work in good faith during the time that it is occupying the Space to provide scholarships for interested Surprise residents, City staff and personnel from Luke Air Force Base, subject to the availability of MCCCCD funding.

8 Parking

- 8.1 College shall be allocated 25 spaces for parking of vehicles reserved for College's employees and students. The location of the parking area and the number of parking stalls allocated to College shall be determined by the City in consultation with College. Such parking will be in close proximity to the Building. City will ensure that the parking available on or adjacent to the Property is sufficient for the expected number of users of the Building.
- 8.2 On request by College, the City, in its sole discretion, may allow College staff, students, guests and visitors to use parking spaces reserved for City use only during time periods when City parking demands are low and College parking needs are high.

9 Term, Dissolution and Default

- 9.1 City and College agree that the College's use and occupancy of the Building may be time limited. College will vacate the Building and remove its equipment described in Section 3.3: (i) upon a date specified in a mutual written agreement of the Parties; or (ii) on the date that is five (5) years after the City issues the Certificate of Occupancy for the Building, whichever occurs earlier, unless the parties previously mutually agree in writing to an Renewal Lease Term under Section 2.2. If, the City requires additional space to meet mission needs, the City agrees to give College a minimum of one (1) year notice before beginning the transition process as identified in this Paragraph. The Notice Period shall begin on June 30 of the fiscal year in which the notice is received. Upon termination of this Agreement, MCCCCD and College will no longer be obligated to provide scholarship as specified in Section 7.2.
- 9.2 College agrees to offer education and training programs in water resource technology in the Building for a minimum of five (5) years from the date the Certificate of Occupancy, unless this Agreement is terminated earlier under Section 9.1. City agrees to allow College a minimum of five (5) years to offer classes at the Building, unless this Agreement is terminated earlier under Section 9.1.
- 9.3 City and College acknowledge that College's move away from the Building will cause an inconvenience to College. Therefore, City shall assist College in locating a new site at which to continue College's operations in the City of Surprise. City agrees to consider the Surprise Point development at Litchfield Road and Cactus Road as a first possible alternative. . College acknowledges that nothing in the Section obligates City to provide space for College after College vacates the Building and City acknowledges that nothing in this Section obligates College after the termination or expiration of this Agreement to

continue to provide the education and training specified in this Agreement within the City of Surprise.

- 9.4 Except as otherwise provided in this Agreement a party that fails or refuses to perform any material obligation according to the terms of this Agreement may be declared in default by the other party. The defaulting party shall be allowed a period of thirty (30) days from receipt of written notice ("Notice of Default") specifying the default from the non-defaulting party within which to cure the default. In the event the default remains uncorrected after the 30-day period, the Non-defaulting party may terminate this Agreement without further obligation by written notice to the defaulting party. In the event the defaulting party disputes the Notice of Default, the matter will be resolved according to the dispute resolution provisions of Section 19.
- 9.5 The parties agree that a default of this Agreement may cause irreparable injury and in the event the remedies at law are deemed inadequate, the parties agree that equitable remedies, if available, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any default or threatened default of this Agreement, in addition to any other remedies available to the parties. All rights and remedies shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- 9.6 If City defaults or elects to terminate this Agreement before City issues a Certificate of Occupancy, and College is not defaulted, the City shall repay to College the amount College spent under Section 3.2, and the City shall reimburse College's other reasonable and documented costs incurred in anticipation of occupancy.
- 9.7 This Agreement may be terminated according to A.R.S. § 38-511.

10 Annual Appropriations

The City and College are dependent upon the annual appropriations from their respective governing bodies. Therefore, the City and College's obligation to perform under this Agreement is contingent upon an adequate annual appropriation of their respective governing bodies. The reduction or elimination of operational services by the City or College due to inadequate annual appropriations by the parties' respective governing bodies shall not be a default under this Agreement.

11 Indemnification; Insurance

- 11.1 Each party (as 'indemnitor') agrees to indemnify, defend, 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 resulting vicarious/derivative liability to the indemnitee, are caused by the act, omission, sole negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

11.2 City and College shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City or College, as is applicable, and each party's agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured. If any excess insurance is utilized to fulfill the requirements of this subparagraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. The College shall also maintain commercial property insurance covering the College's tangible property and equipment. The parties will also maintain commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to each party's owned, hired, and non-owned vehicles.

11.3 City and College shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of City or College's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

11.4 City shall maintain property insurance for the full value of the Building and its contents.

12 Assignment

Neither the College nor City may assign any rights or delegate any duties under this Agreement without the written consent of the other party.

13 Binding Effect; Entire Agreement

This Agreement, together with the exhibits attached to it, constitutes the entire agreement between the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

14 Law/Severability

This Agreement shall be governed in all respects by the laws of the State of Arizona. In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Nothing in this Agreement is intended to waive the sovereign immunity of either party.

15 Nondiscrimination

Neither party will illegally discriminate in its employment practices or its admission or treatment of employees, students and/or community users on the basis of race, color, religion, sex, age, veteran's status, sexual preference, or national origin nor will either illegally discriminate against any qualified individual with a disability. The College and the City recognize that sexual harassment constitutes discrimination on the basis of sex. Both parties will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans With Disabilities Act. If applicable, each party will abide by the requirements of 41 Code of Federal Regulations §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability.

16 Amendments

This Agreement may be amended upon written mutual agreement by official action of the City of Surprise City Council and the Maricopa County Community College District Governing Board and signed by persons duly authorized to enter into contracts on behalf of the City and the College.

17 Notices and Requests

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) hand-delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City: City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85375
Facsimile: 623-875-4229
Attn: Water Resource Management Director, Terry Lowe

With copy to: Surprise City Attorney's Office
12425 West Bell Road, Suite D-100
Surprise, Arizona 85375
Facsimile: 623-583-1399

If to College: Gateway Community College
108 N. 40th Street
Phoenix, AZ 85034
Facsimile: 602-286-8003
Attn: Dr. Maria L. Wise

With copy to: MCCCCD Office of the General Counsel
Attn: Assistant General Counsel for Business Services
2411 W. 14th Street
Tempe, AZ 85281

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received on the date that written documentation shows that the recipient's main contact identified above received it. .

18 Dispute Resolution

In the event that there is a dispute under this Agreement that the City and College cannot resolve, the City and College agree that there shall be a forty-five (45) day moratorium on litigation during which time the City and College agree to attempt to settle the dispute.. However, the party asserting a claim against the other party shall be entitled to file a claim and take other steps necessary to preserve its right to seek judicial relief under Arizona Revised Statutes §§ 12-821 et seq.

19. Incorporation by Reference.

The exhibits to this Agreement are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF SURPRISE, an Arizona
municipal corporation

By: _____
Bob Wingenth, City Manager

“College”

MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT,
for GateWay Community College

By: Margaret McConnell
Margaret McConnell, Interim General
Counsel
5-25-16

REVIEWED AND APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D), the attorneys for the parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

Rebecca Currey
Rebecca Currey
Assistant General Counsel

5/25/16

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
).
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____
_____, 2016, by Bob Wingenroth, the City Manager of the CITY OF SURPRISE, an
Arizona municipal corporation, on behalf of the City of Surprise.

Notary Public in and for the State of Arizona

My Commission Expires:

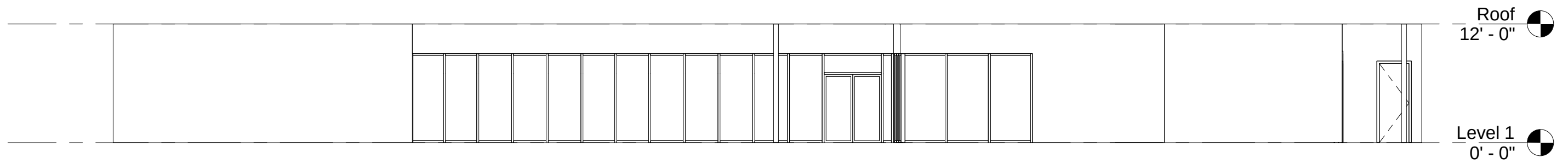
Exhibit A

Southwest quarter of the Northeast quarter of the Northwest quarter of Section 22,
Township 03 North, Range 01 West

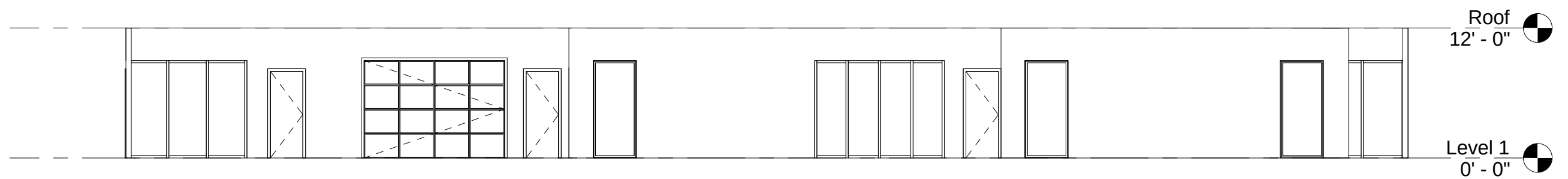


Department

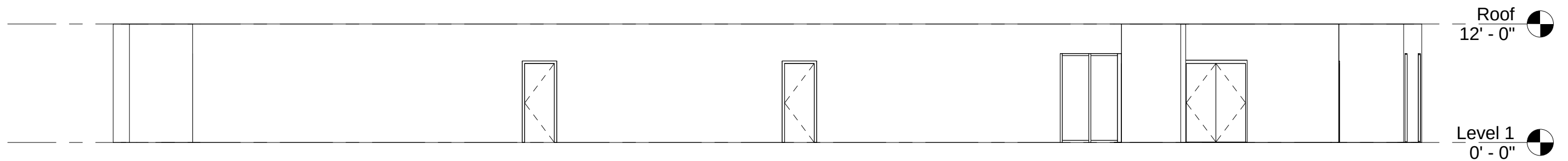
- Circulation
- Common Space
- Gateway Training
- WRM



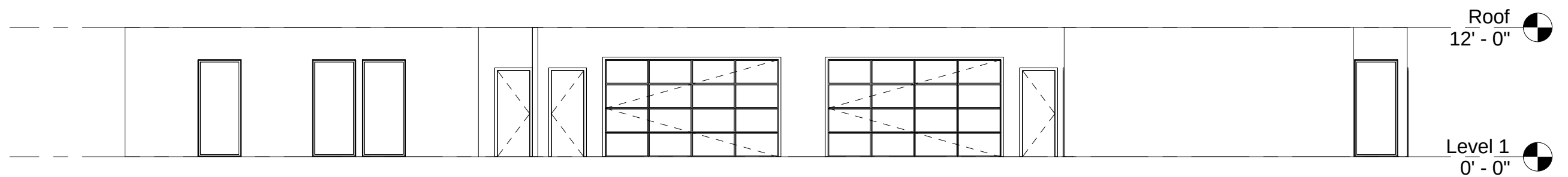
West



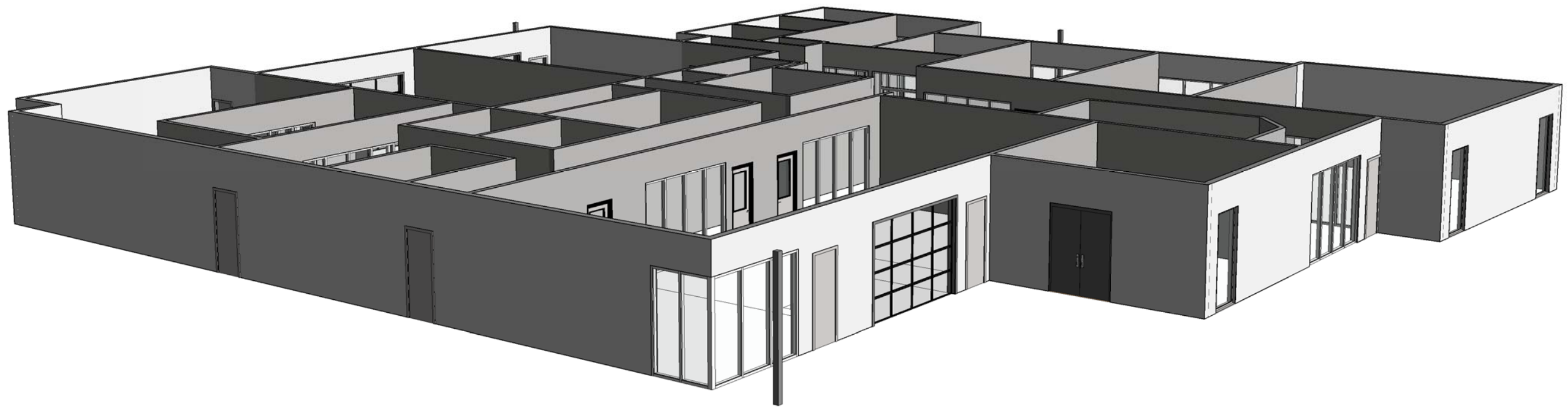
North



East



South

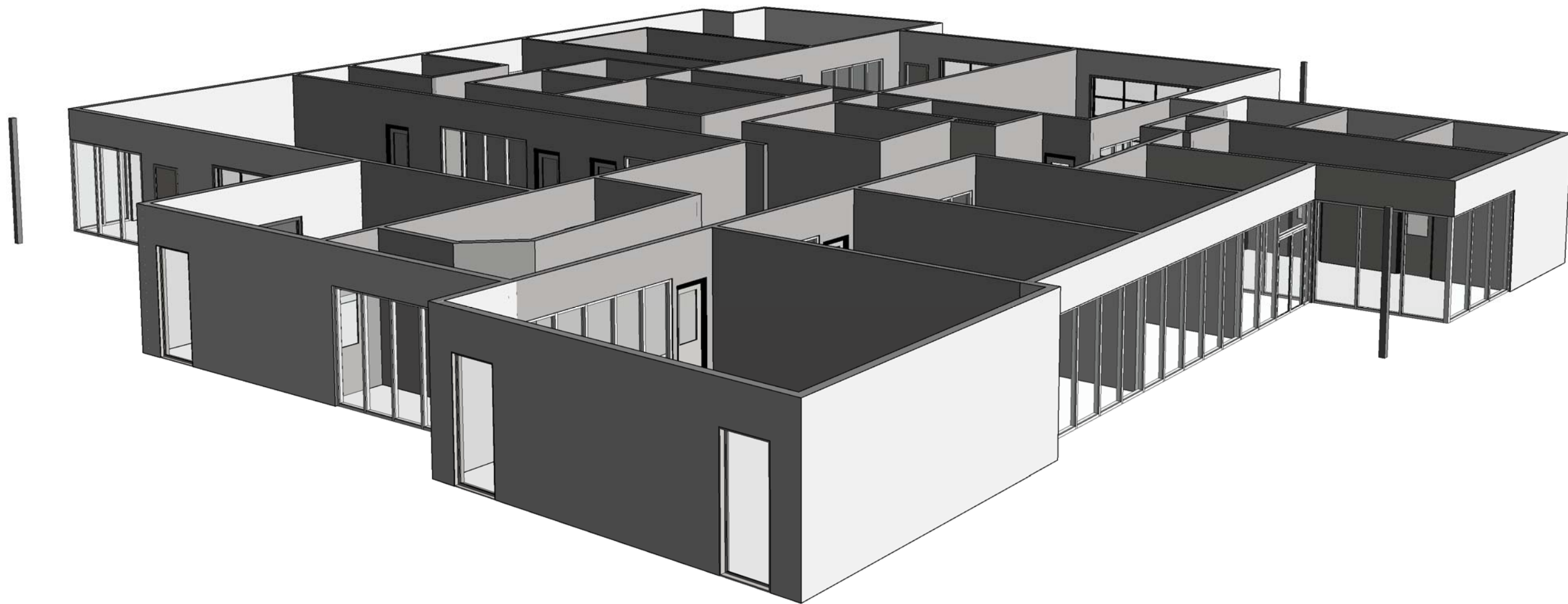


Surprise SPA-1 Gateway Training Facility

scale :

Northeast Perspective



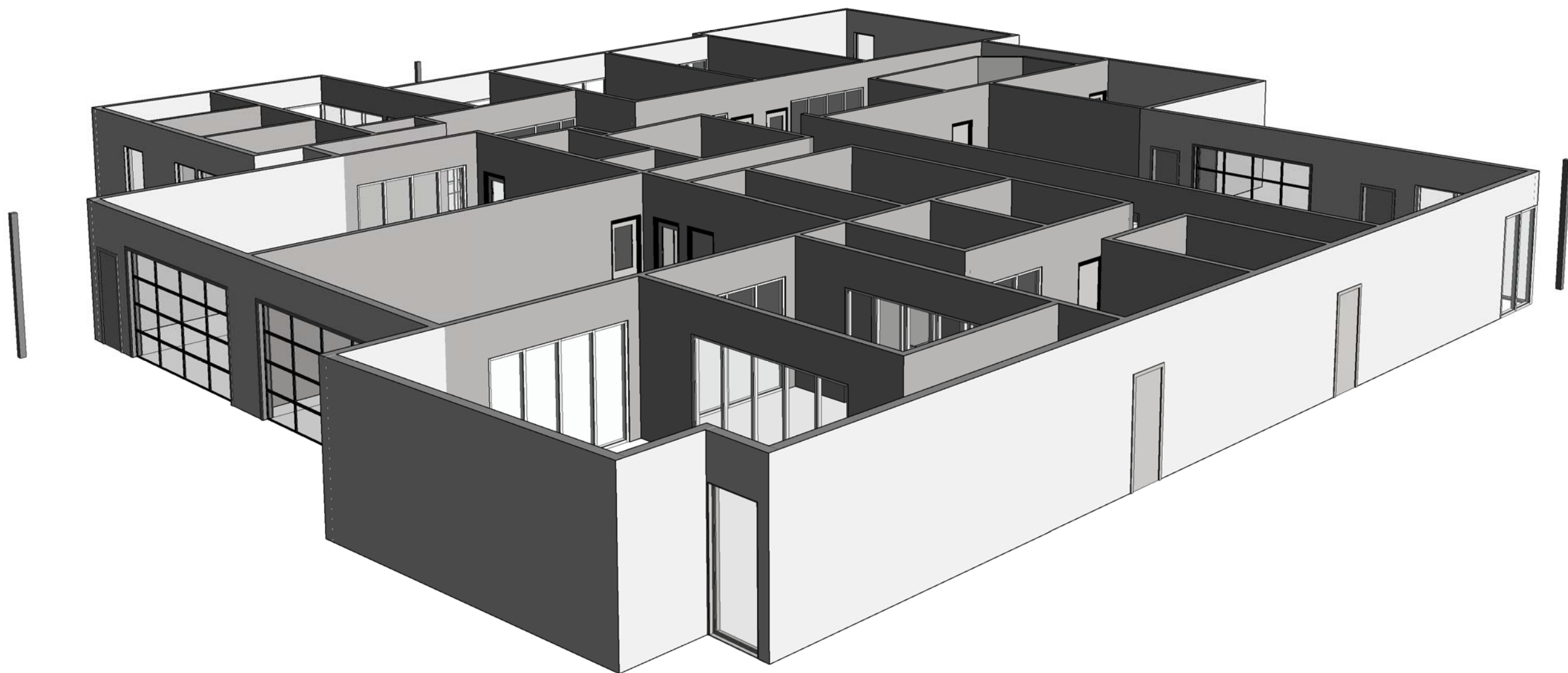


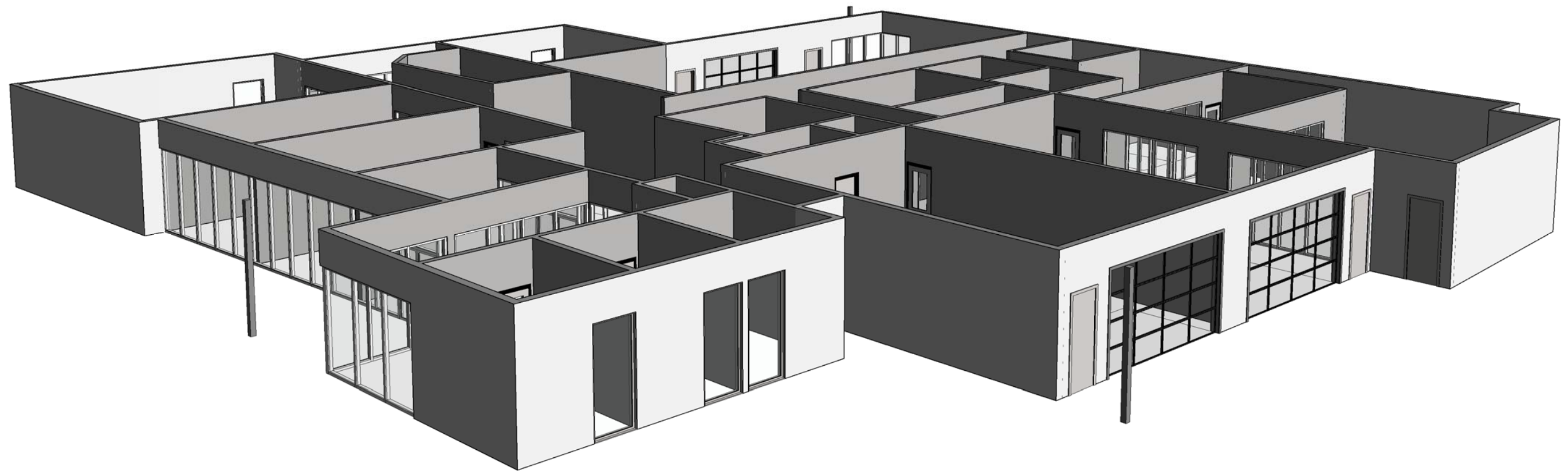
Surprise SPA-1 Gateway Training Facility

scale :

Northwest Perspective







Surprise SPA-1 Gateway Training Facility

scale :

Southwest Perspective



SGTC Program	
<u>Room Description</u>	<u>Total SF</u>
GATEWAY	
Classrooms	1000
Lg Cr (Learning Lab)	600
Water Lab	850
OSHA Lab	850
Lab Storage	350
Faculty Staff/Admissions	405
Admin Suite/Reception	260
Admin Storage	51
Changing Rooms	500
GATEWAY Subtotal	4866
SURPRISE WRM	
Wastewater Ops Lab	750
Water Ops Lab	450
Lab Manager Office	128
Lab Tech	154
Lab Storage	200
Fitness Room	400
SURPRISE WRM Subtotal	2082
BUILDING COMMON	
Bldg Lobby/Secure Entry	200
Assembly Room	1600
Assembly Room Storage	200
Janitor	47
IT Head End	150
Kitchenette/Break area	200
BLDG COMMON Subtotal	2397
SGTC Subtotal	9344.7
<i>Circulation</i>	3859
TOTAL SGTC	13204

INTERGOVERNMENTAL AGREEMENT

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WHEREAS, the City and the College desire to collaborate in the creation of a college facility ("Building") to meet the higher education and community needs of the residents of the City and surrounding area, as shown in Exhibit B; and

WHEREAS, the City and the College desire to enter into this Agreement in order to set forth their respective rights and obligations concerning the development, maintenance, operation, and use of the Building; and

WHEREAS, the land and Building which will be built is owned by the City; and

WHEREAS, the parties are authorized to enter into intergovernmental agreements to provide any function, service, or facility,

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- 1.4 Based on the current status of the design and construction of the Building, the City expects to complete construction of the Building and associated infrastructure and site and tenant improvements by July 29, 2016.

2 Ownership and Space Lease

- 2.1 The real property on which the Building will sit is the Special Planning Area One ("SPA1") Water Reclamation Facility ("WRF") located at Litchfield Road and Cactus Road in the City, as more particularly described in Exhibit A ("Property"). The Property is owned by the City as sole owner and holder of the fee simple estate in and to the Building. Nothing in this Agreement shall modify City's ownership of the Property or the Building in any way.
- 2.2 The Building will include 4,866 square feet of education space including 12 rooms that meets the standards of MCCCDC and the Higher Learning Commission ("Space"). City shall lease the Space to the College for College's priority use for a period of five years ("Initial Lease Term"), with three five (5) year renewal terms ("Renewal Lease Term") for \$1.00 per year ("Rent"), due and payable in full at the beginning of each 5 year period. Parties will agree to renegotiate a new lease at the end of 20 years. Collectively, the Initial Term and any Renewal Term will be referred to as the "Lease Term" in this Agreement. This Agreement contains the terms of the lease of the Space and use of the common and shared areas in the Building to MCCCDC, as specified on Exhibit A, and MCCCDC's use of the parking areas adjacent to the Building.
- 2.3 The Lease Term shall begin on the date a Certificate of Occupancy is granted for the Building. If the parties exercise any of the transition provisions described in Paragraph 9 and terminate this Agreement, and neither party shall have any further obligations under this Agreement, including the lease.
- 2.4 During the Lease Term, College and its employees, officials, students, volunteers, visitors and guests will be entitled to use the areas designed as "Building Common" on Exhibit A, excluding storage and the break room, which will be limited to authorized College employees. Neither College nor its employees, officials, students, or volunteers will have access to areas of the Building described as "Building Support" on Exhibit A. MCCCDC and College will be entitled to use the parking areas specified in Section 8.

3 Tenant Improvements; Furnishings, Fixtures, and Equipment

- 3.1 As part of its construction of the Building, City's contractor shall make all tenant improvements to the Space that College will occupy in the Building including all interior finishes such as completion of the required heating, cooling and ventilation system, interior build out of all electrical, mechanical, and plumbing systems, and data and voice cabling within the occupied space ("Tenant Improvements"). The College shall not unduly delay in providing the design for the Tenant Improvements so as to allow construction to proceed on time.
- 3.2 The College will provide the furnishings for the Space, that is, tables and chairs, desks, lecterns, and audio/video equipment currently estimated to cost \$125,779 ("College Contribution"). Except as provided in Section 3.3, College Contribution will become the property of the City upon installation. If this

Agreement terminates before College has occupied the Space for five years due to termination initiated by, or a default of, the City, College will be entitled to a pro-rata reimbursement of the cost of the College Contribution for the portion of the five years that College will not be occupying the Space. The reimbursement will be calculated based on the actual College Contribution divided by 60 (that is, months) multiplied by the number of months remaining in the 5-year period that College will not be occupying the Space because of the termination ("Reimbursement"). College will invoice the City for the Reimbursement and City will pay the invoice within 30 days of receipt. College will not be obligated to replace, repair or maintain the College Contribution during the Initial Term or any Renewal Term as defined in Paragraph 9.1.

- 3.3 Computer resources and associated telecommunication equipment used in the Building will be the responsibility of and shall remain the property of each party. The College shall be responsible for furnishing and installing its standard information technology ("IT") equipment in the Space. The City shall be responsible for furnishing and installing IT in spaces identified as City spaces.

4 Utilities

The City shall arrange for and cause utilities to be provided to the Building. Utilities shall mean, as applicable, electricity, natural gas, domestic water, chilled water, sewer, and refuse removal ("Services"), and shall specifically exclude telephone, data, and video services. The College shall pay one half (1/2) the charges of these Services based on the City's prevailing rates charged by each utility, special rates made available to and utilized by the City, shall apply to the College as well. City will invoice College in arrears monthly for its share of the Services and College will pay the invoice no later than 15 days after receipt.

5 Operations, Maintenance; Campus Exterior and Signage.

- 5.1 The City shall be solely responsible for the maintenance, repair and replacement, and the associated costs, of the Building, the Property, and their operations, including the mechanical, electrical, plumbing, fire alarm, and security systems.
- 5.2 The College shall pay for janitorial services for the Space based on the Space's usable square footage in relation to the usable square footage of the Building as a whole. The City shall invoice the College in arrears for its share of these services on a monthly basis and College will pay the invoice no later than 15 days after receipt.
- 5.3 The City shall be responsible for the security of the Property and Building, which includes access control and CCTV cameras. The CCTV system is not actively monitored. The City shall grant access to the College as necessary and appropriate for the education of College's students. City shall be responsible for the cost of security maintenance.
- 5.4 City and College shall jointly develop signage to identify the College's presence and to direct visitors to the Building. Such signage shall include, but shall not be limited to, signage on the exterior of the Building. The signage for the

Building will be compatible with both the City and College signage design and standards and will clearly identify the Building in a name to be determined jointly by the parties, but tentatively called "The Surprise -- Gateway Training Center ("SGTC")."

6 Building Use

- 6.1 Each party will have priority use of the areas of the Building where those areas are assigned the sole name of that party as the "Primary End-user" on Exhibit A. (For College, those areas are the same as the Space.) However, each party may share those areas allocated to it, in that party's sole discretion, based on a schedule to which the parties agree, except that a party may designate an area as mission critical and thus unavailable, so long as that designation is made in good faith..
- 6.2 Given the general nature for the SPA1 WRF Campus ("Campus") of which the Building is a part, no general public use of the Building will be authorized. The City will be responsible for providing appropriate vehicle access to and from the Building for College's employees and students that also achieves the security it desires for the Campus.
- 6.3 College and City shall, from time to time, meet in order to accommodate programming for residents of the City of Surprise. City and College also agree that each party will collaborate and provide non-financial support for the other party's programming when appropriate. By way of example only, College may provide instructors with specific expertise to participate in discussions in City educational programs (e.g., the City's Homeowner Academy).
- 6.4 City and College agree to cooperate in order to create marketing and promotional materials and information at reasonable costs that advertise the partnership between the City and College and the fact that College is housed at the Building, which is part of the Campus. City and College further agree that each will act in a manner that that does not knowingly adversely affect the other party.

7 Education and Training

- 7.1 In addition to the Building, the College shall be granted used of the facilities at the Campus for instructional purposes with prior written consent and coordination with designated City representatives.
- 7.2 In light of the services that City is providing related to the design and construction of the Building, the College will offer scholarships for up to 10 spaces annually in College certificate that the College teaches in the Building for Surprise residents, City staff, and Luke Air Force Base personnel. College may grant scholarships only to persons who meet the scholarship criteria determined before the scholarship is offered. College's selection of scholarship awardees will comply with MCCC's guidelines and processes. The City may participate in the selection process. Scholarships shall be available for the Initial Term unless the Initial Term is terminated before College's occupancy of the Space reaches five years. In the event this Agreement extends beyond the

Initial Term, the College will work in good faith during the time that it is occupying the Space to provide scholarships for interested Surprise residents, City staff and personnel from Luke Air Force Base, subject to the availability of MCCCCD funding.

8 Parking

- 8.1 College shall be allocated 25 spaces for parking of vehicles reserved for College's employees and students. The location of the parking area and the number of parking stalls allocated to College shall be determined by the City in consultation with College. Such parking will be in close proximity to the Building. City will ensure that the parking available on or adjacent to the Property is sufficient for the expected number of users of the Building.
- 8.2 On request by College, the City, in its sole discretion, may allow College staff, students, guests and visitors to use parking spaces reserved for City use only during time periods when City parking demands are low and College parking needs are high.

9 Term, Dissolution and Default

- 9.1 City and College agree that the College's use and occupancy of the Building may be time limited. College will vacate the Building and remove its equipment described in Section 3.3: (i) upon a date specified in a mutual written agreement of the Parties; or (ii) on the date that is five (5) years after the City issues the Certificate of Occupancy for the Building, whichever occurs earlier, unless the parties previously mutually agree in writing to an Renewal Lease Term under Section 2.2. If, the City requires additional space to meet mission needs, the City agrees to give College a minimum of one (1) year notice before beginning the transition process as identified in this Paragraph. The Notice Period shall begin on June 30 of the fiscal year in which the notice is received. Upon termination of this Agreement, MCCCCD and College will no longer be obligated to provide scholarship as specified in Section 7.2.
- 9.2 College agrees to offer education and training programs in water resource technology in the Building for a minimum of five (5) years from the date the Certificate of Occupancy, unless this Agreement is terminated earlier under Section 9.1. City agrees to allow College a minimum of five (5) years to offer classes at the Building, unless this Agreement is terminated earlier under Section 9.1.
- 9.3 City and College acknowledge that College's move away from the Building will cause an inconvenience to College. Therefore, City shall assist College in locating a new site at which to continue College's operations in the City of Surprise. City agrees to consider the Surprise Point development at Litchfield Road and Cactus Road as a first possible alternative. . College acknowledges that nothing in the Section obligates City to provide space for College after College vacates the Building and City acknowledges that nothing in this Section obligates College after the termination or expiration of this Agreement to

continue to provide the education and training specified in this Agreement within the City of Surprise.

- 9.4 Except as otherwise provided in this Agreement a party that fails or refuses to perform any material obligation according to the terms of this Agreement may be declared in default by the other party. The defaulting party shall be allowed a period of thirty (30) days from receipt of written notice ("Notice of Default") specifying the default from the non-defaulting party within which to cure the default. In the event the default remains uncorrected after the 30-day period, the Non-defaulting party may terminate this Agreement without further obligation by written notice to the defaulting party. In the event the defaulting party disputes the Notice of Default, the matter will be resolved according to the dispute resolution provisions of Section 19.
- 9.5 The parties agree that a default of this Agreement may cause irreparable injury and in the event the remedies at law are deemed inadequate, the parties agree that equitable remedies, if available, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any default or threatened default of this Agreement, in addition to any other remedies available to the parties. All rights and remedies shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- 9.6 If City defaults or elects to terminate this Agreement before City issues a Certificate of Occupancy, and College is not defaulted, the City shall repay to College the amount College spent under Section 3.2, and the City shall reimburse College's other reasonable and documented costs incurred in anticipation of occupancy.
- 9.7 This Agreement may be terminated according to A.R.S. § 38-511.

10 Annual Appropriations

The City and College are dependent upon the annual appropriations from their respective governing bodies. Therefore, the City and College's obligation to perform under this Agreement is contingent upon an adequate annual appropriation of their respective governing bodies. The reduction or elimination of operational services by the City or College due to inadequate annual appropriations by the parties' respective governing bodies shall not be a default under this Agreement.

11 Indemnification; Insurance

- 11.1 Each party (as 'indemnitor') agrees to indemnify, defend, 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 resulting vicarious/derivative liability to the indemnitee, are caused by the act, omission, sole negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

11.2 City and College shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City or College, as is applicable, and each party's agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured. If any excess insurance is utilized to fulfill the requirements of this subparagraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. The College shall also maintain commercial property insurance covering the College's tangible property and equipment. The parties will also maintain commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to each party's owned, hired, and non-owned vehicles.

11.3 City and College shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of City or College's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

11.4 City shall maintain property insurance for the full value of the Building and its contents.

12 Assignment

Neither the College nor City may assign any rights or delegate any duties under this Agreement without the written consent of the other party.

13 Binding Effect; Entire Agreement

This Agreement, together with the exhibits attached to it, constitutes the entire agreement between the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

14 Law/Severability

This Agreement shall be governed in all respects by the laws of the State of Arizona. In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Nothing in this Agreement is intended to waive the sovereign immunity of either party.

15 Nondiscrimination

Neither party will illegally discriminate in its employment practices or its admission or treatment of employees, students and/or community users on the basis of race, color, religion, sex, age, veteran's status, sexual preference, or national origin nor will either illegally discriminate against any qualified individual with a disability. The College and the City recognize that sexual harassment constitutes discrimination on the basis of sex. Both parties will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans With Disabilities Act. If applicable, each party will abide by the requirements of 41 Code of Federal Regulations §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability.

16 Amendments

This Agreement may be amended upon written mutual agreement by official action of the City of Surprise City Council and the Maricopa County Community College District Governing Board and signed by persons duly authorized to enter into contracts on behalf of the City and the College.

17 Notices and Requests

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) hand-delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City: City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85375
Facsimile: 623-875-4229
Attn: Water Resource Management Director, Terry Lowe

With copy to: Surprise City Attorney's Office
12425 West Bell Road, Suite D-100
Surprise, Arizona 85375
Facsimile: 623-583-1399

If to College: Gateway Community College
108 N. 40th Street
Phoenix, AZ 85034
Facsimile: 602-286-8003
Attn: Dr. Maria L. Wise

With copy to: MCCCCD Office of the General Counsel
Attn: Assistant General Counsel for Business Services
2411 W. 14th Street
Tempe, AZ 85281

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received on the date that written documentation shows that the recipient's main contact identified above received it. .

18 Dispute Resolution

In the event that there is a dispute under this Agreement that the City and College cannot resolve, the City and College agree that there shall be a forty-five (45) day moratorium on litigation during which time the City and College agree to attempt to settle the dispute.. However, the party asserting a claim against the other party shall be entitled to file a claim and take other steps necessary to preserve its right to seek judicial relief under Arizona Revised Statutes §§ 12-821 et seq.

19. Incorporation by Reference.

The exhibits to this Agreement are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF SURPRISE, an Arizona
municipal corporation

By: _____
Bob Wingenroth, City Manager

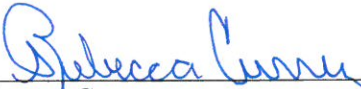
“College”

MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT,
for GateWay Community College

By: Margaret McConnell
Margaret McConnell, Interim General
Counsel
5-25-16

REVIEWED AND APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D), the attorneys for the parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.



Rebecca Currey
Assistant General Counsel

5/25/16

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
).
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____
_____, 2016, by Bob Wingenroth, the City Manager of the CITY OF SURPRISE, an
Arizona municipal corporation, on behalf of the City of Surprise.

Notary Public in and for the State of Arizona

My Commission Expires:

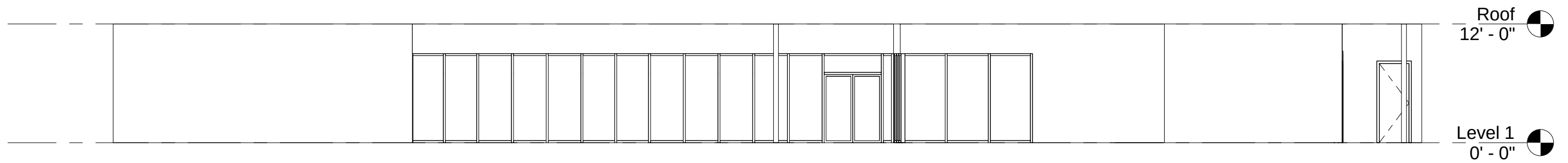
Exhibit A

Southwest quarter of the Northeast quarter of the Northwest quarter of Section 22,
Township 03 North, Range 01 West

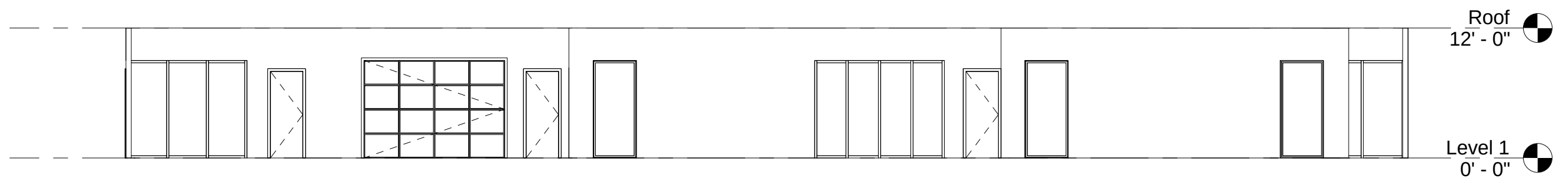


Department

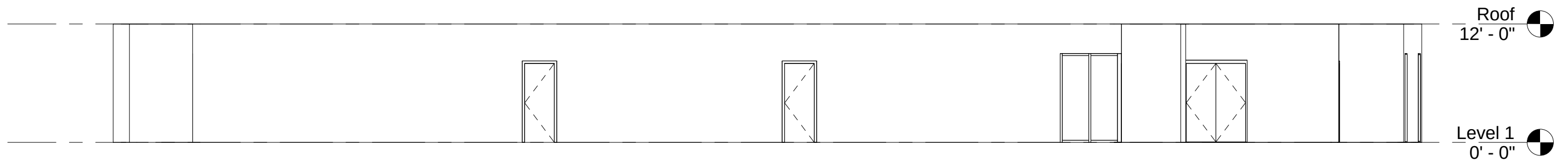
- Circulation
- Common Space
- Gateway Training
- WRM



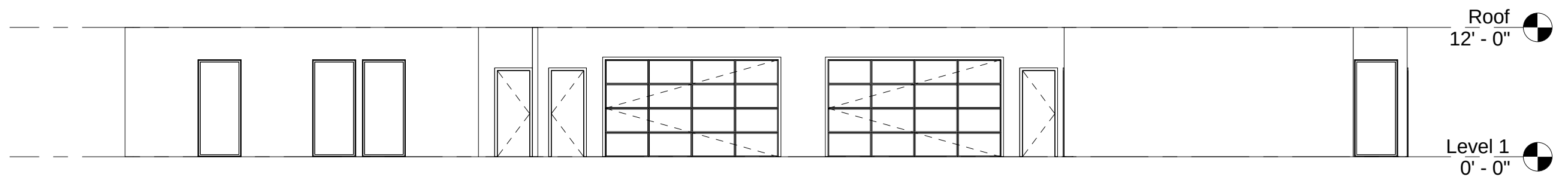
West



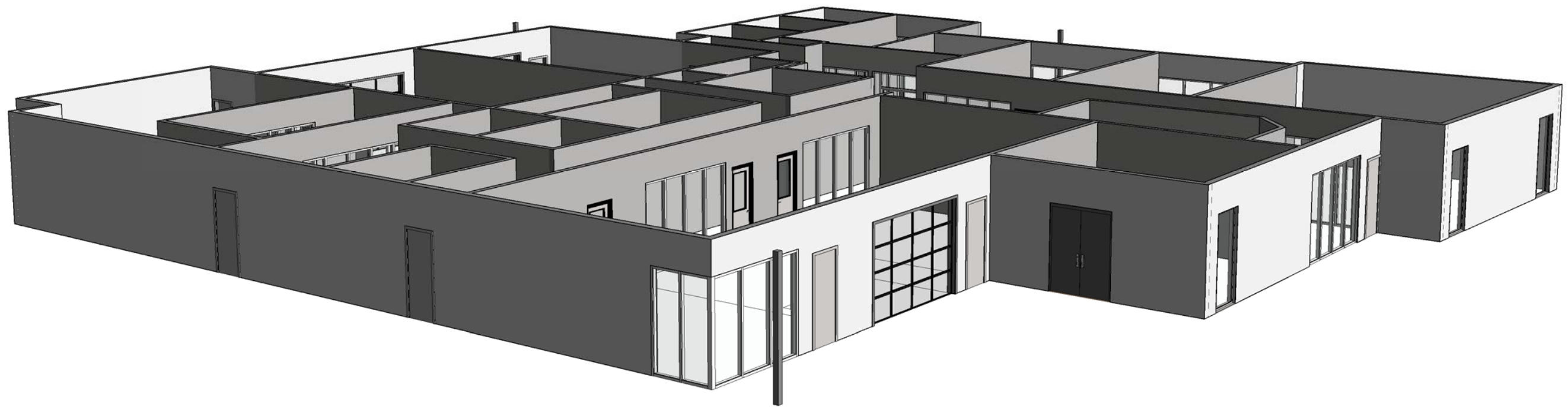
North



East



South

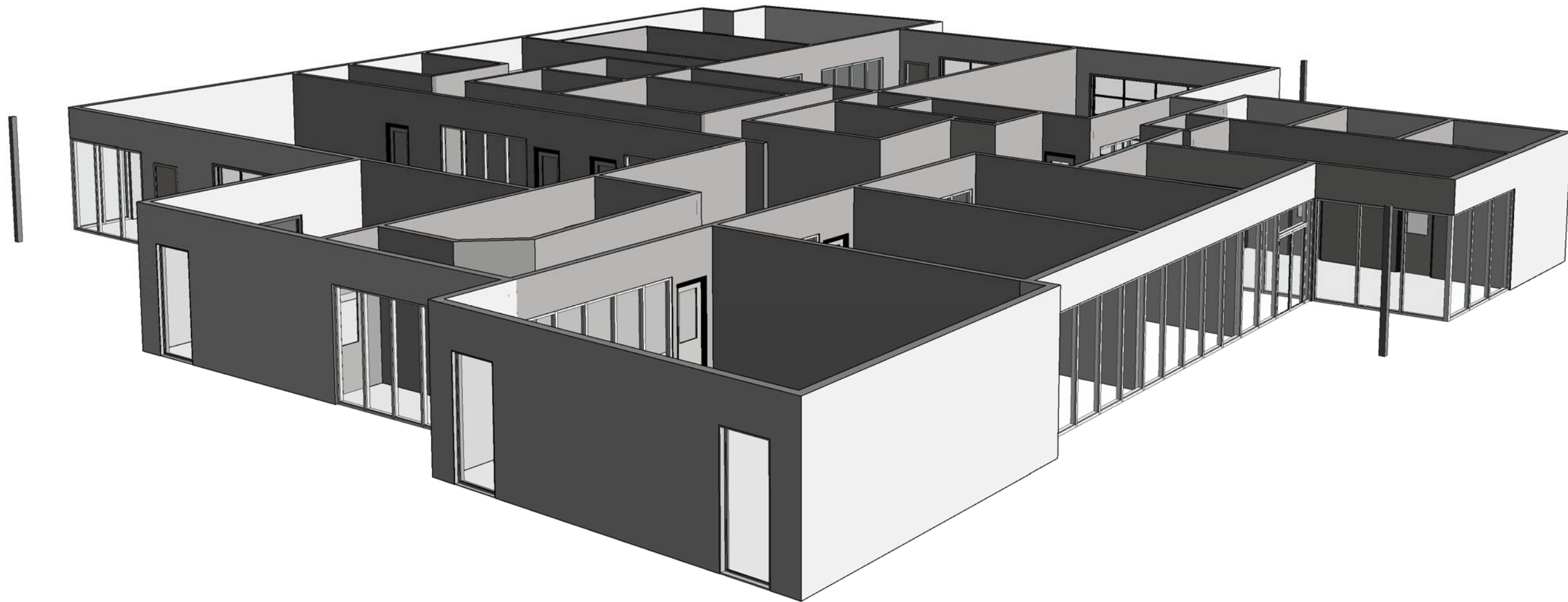


Surprise SPA-1 Gateway Training Facility

scale :

Northeast Perspective



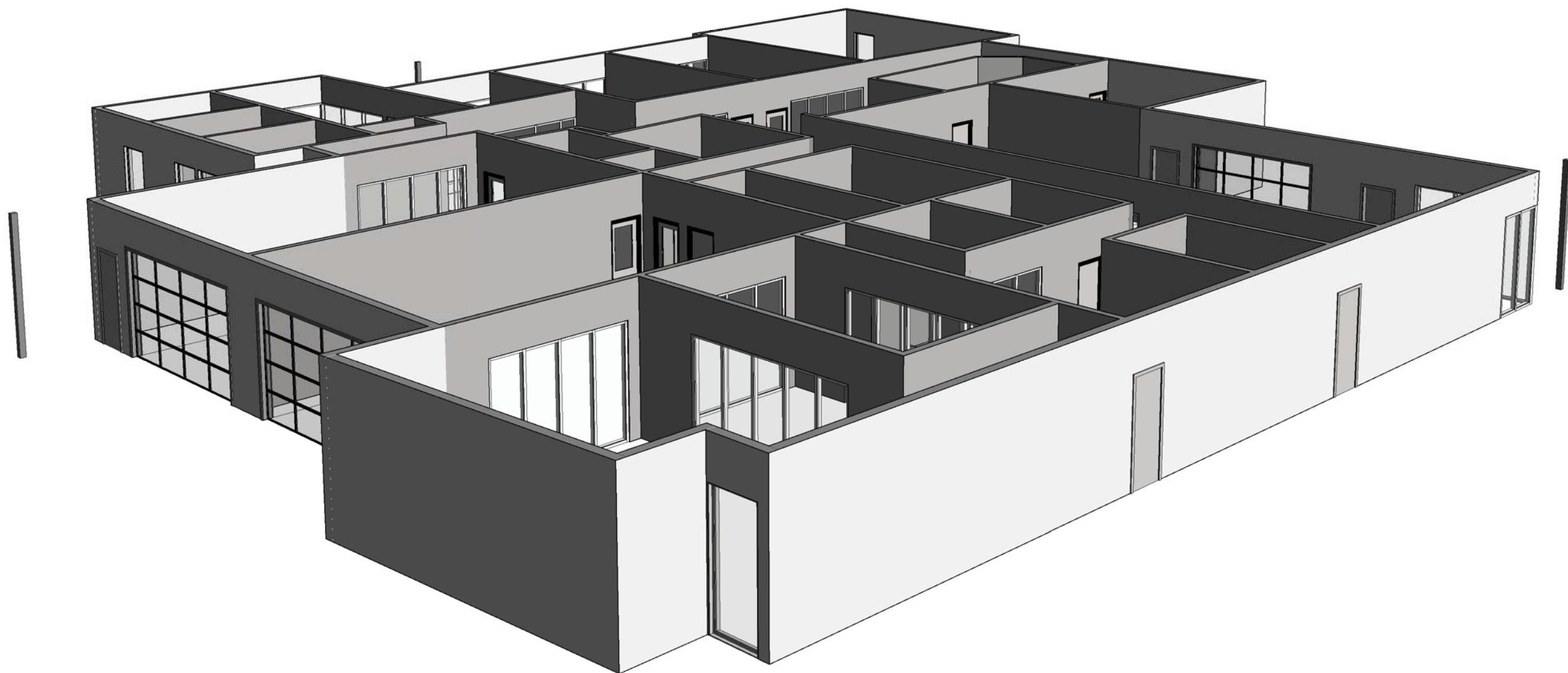


Surprise SPA-1 Gateway Training Facility

scale :

Northwest Perspective



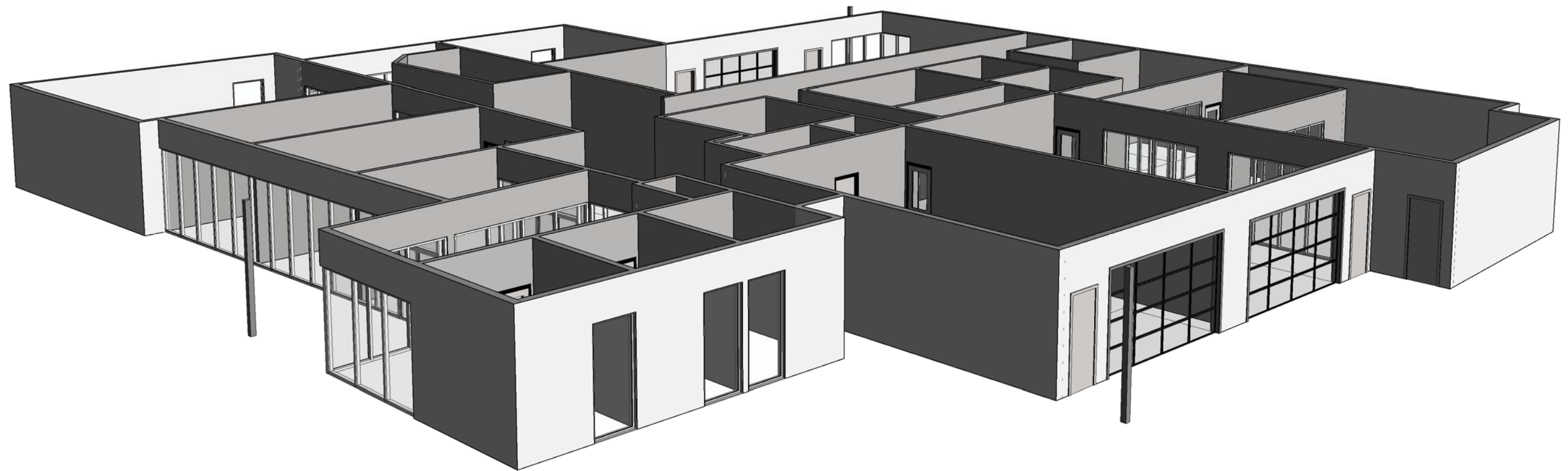


Surprise SPA-1 Gateway Training Facility

scale :

Southeast Perspective





Surprise SPA-1 Gateway Training Facility

scale :

Southwest Perspective



SGTC Program	
<u>Room Description</u>	<u>Total SF</u>
GATEWAY	
Classrooms	1000
Lg Cr (Learning Lab)	600
Water Lab	850
OSHA Lab	850
Lab Storage	350
Faculty Staff/Admissions	405
Admin Suite/Reception	260
Admin Storage	51
Changing Rooms	500
GATEWAY Subtotal	4866
SURPRISE WRM	
Wastewater Ops Lab	750
Water Ops Lab	450
Lab Manager Office	128
Lab Tech	154
Lab Storage	200
Fitness Room	400
SURPRISE WRM Subtotal	2082
BUILDING COMMON	
Bldg Lobby/Secure Entry	200
Assembly Room	1600
Assembly Room Storage	200
Janitor	47
IT Head End	150
Kitchenette/Break area	200
BLDG COMMON Subtotal	2397
SGTC Subtotal	9344.7
<i>Circulation</i>	3859
TOTAL SGTC	13204



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Terry Young, Police Chief
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County for access to, and participation in, AZLink criminal justice information sharing system; Resolution # 2016-93.

Motion:

I move to approve Resolution # 2016-93.

Background:

AZLink (formerly ("CopLink")) is an information sharing tool that utilizes software to allow users to search participating agencies' crime information databases, thereby avoiding the cumbersome process of contacting each agency to have them conduct the search. This direct access will allow the Surprise Police Department to continue to solve crimes faster, enhance officer safety and stop criminal and terrorist activity more quickly, perhaps before it even occurs. In order for the system to be more efficient, the City of Phoenix has merged its node/hub with Maricopa County. So, while the City of Surprise previously had an access agreement with the City of Phoenix, now access will be through Maricopa County. Maricopa County is requesting this Intergovernmental Agreement (IGA) to properly authorize our access. Most Arizona law enforcement agencies are contributing data to AZLink with other participating agencies including the U.S. Department of Homeland Security, Immigration and Customs Enforcement, and other law enforcement agencies from Los Angeles, San Diego and Nevada.

Objective Analysis:

Participation in AZLink provides quicker access to law enforcement and probation information than calling an agency. There are no negative impacts associated with this agreement, as the minimal associated costs are already included within the operational budget.

Policy Compliant:

The City has participated in AZLink (formerly "CopLink") since 2011 without encountering any significant security or other issues. The City's practice, especially relative to criminal investigations, has always been to attempt to gather as much relevant information as possible before taking any action. This IGA furthers that practice with minimal cost.

Financial Impact:

There is a \$100 annual user fee due to the Maricopa County Sheriff for hosting our AZLink data. The City of Surprise presently has 40 authorized users for a total cost of \$4,000 per year. Additionally, the City is responsible for annual maintenance packages which includes \$1,950 to i2/Knowledge Computing Corporation (KCC) and \$1,070 to Spillman Technologies for a total cost of \$3,020 per year.

The total ongoing annual cost to the City for fees and maintenance is \$7,020.

Budget Impact:

Annual costs for participation in AZLink will be included as part of the FY2017 budget.

FTE Impact:

This action does not have an impact on current staffing levels.

ATTACHMENTS:

Click to download

- ☐ [AZLink IGA with Maricopa County](#)
 - ☐ [Resolution 2016-93 Approving IGA Maricopa County re AZLink](#)
-

AZLINK

MEMORANDUM OF UNDERSTANDING BETWEEN THE MARICOPA COUNTY SHERIFF'S OFFICE AND SURPRISE POLICE DEPARTMENT FOR SHARING LAW ENFORCEMENT INFORMATION

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____, 2016, by and between Maricopa County, acting on behalf of Chief Law Enforcement Officer, Joseph Arpaio, and the Maricopa County Sheriff's Office ("MCSO"), a law enforcement agency duly organized and existing under the laws of the State of Arizona, and the CITY OF SURPRISE, acting by and through the SURPRISE POLICE DEPARTMENT ("Client Agency" and "Client"), a law enforcement agency duly organized and existing under the laws of the State of Arizona.

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this MOU is to enhance the effectiveness of law enforcement by increasing information sharing related to crime and criminal activities. The objective of the collaborative relationship described in this MOU is to facilitate sharing of regional law enforcement information among federal, state, local, and tribal law enforcement partners. Through this relationship, the parties intend to capture the cumulative knowledge of regional law enforcement agencies at all levels in a systematic and ongoing manner to maximize the benefits of information gathering and analysis needed to respond to criminal threats, to support law enforcement activities, and to enhance public safety and enforce protection of the Nation's critical infrastructure in Arizona.

The MCSO has assisted in the design and implementation of a program known as AZLink. AZLink is a consortium of law enforcement agencies that have agreed to a method of sharing law enforcement and probation information that permits electronic access to confidential law enforcement information.

The MCSO represents the AZLink Arizona Region (known as the regional agency) and works with the AZLink Eastern Arizona Region to implement standard information sharing practices, policies, procedures, and security. The MCSO is also working with law enforcement agencies in northern, central and southern Arizona (known as 'Client Agencies') to connect these agencies into the AZLink program.

The MCSO is part of the Governance Committee that includes client agencies as members for the purpose of developing regional programs, insuring compliance of standards, policies, procedures and security. The Committee oversees the AZLink regional law enforcement information sharing program across the state.

The AZLink Governance Committee also works with federal agencies and other states on developing information sharing programs and creating standard MOUs. Each AZLink Region, under the authority of the representative regional law enforcement officer and by action of their respective legislative or other governing body, has binding authority to execute agreements. The AZLink Regions work with their client agencies to ensure

AZLINK

compliance with federal and state agreements.

Regional Law Enforcement Systems (known as RLES) have been developed and are being implemented throughout Arizona. These systems are centrally managed by the AZLink regions. Each region connects local client agencies to the RLES. Through the RLES, client agencies have access to information from other client agencies.

This agreement adds the AGENCY/DEPARTMENT as a Contributing Agency in the AZLink Arizona Region RLES, to share law enforcement information administered by the MCSO and to have access to information from other client agencies participating in the AZLink program.

ARTICLE II. DEFINITIONS

A. "Client agencies" are law enforcement agencies participating in AZLink. Federal and non- Arizona state agencies may also be considered client agencies.

"Contributing agencies" are agencies participating in the AZLink data sharing effort who contribute data but do not have access to AZLink RLES.

"Regional agency" in this agreement refers to the AZLink Arizona Region. The MCSO is the Administering Agency for the AZLink Arizona Region.

Administering Agencies for other regions in the AZLink network are:

Mesa Police Department for the Eastern Arizona Region;

"RLES" means the regional law enforcement systems that will be used for sharing law enforcement information across regions, across states, and with federal agencies.

"Background screening" means a background investigation that is fingerprint-based including checks of both the state and national criminal history repositories.

ARTICLE III. EFFECTIVE DATE AND TERM

This agreement will become effective upon the day it is fully executed and shall continue in force until either agency provides sixty (60) days prior written notice to the other agency of its intent to terminate the other agency's access to its records through the methods provided in this agreement. Either party may cancel this agreement at any time for any reason upon sixty (60) days notice to the other party.

ARTICLE IV. CANCELLATION

Pursuant to A.R.S. § 38-511, the state, its political subdivisions, or any department or agency of either, may cancel this contract within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions, or any of the departments or

AZLINK

agencies of either is, at any time while the contract or any extension of contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. Cancellation of the agreement shall be effective upon written notice as provided in A.R.S. § 38-511.

ARTICLE V. DATA ACCESS AND SECURITY REQUIREMENTS

Access to other client agencies' law enforcement information will be provided utilizing the TCP/IP communications protocol over a network segment maintained by the Arizona Department of Public Safety or any other secure network configuration that is mutually acceptable to the client agencies and that meets state and federal security requirements. The law enforcement information shall be available on a 24 hours per day, 7 days per week basis, with downtime limited to those hours required for any necessary system maintenance activities. Agencies agree to inform each other in advance, whenever possible, of scheduled system downtimes.

Data will be shared with member agencies that have entered into an agreement with a regional agency. No client or regional agency will share information gained through this system with an agency that is not a client agency, except by permission of the agency originating the information. Client and regional agencies shall ensure that only those authorized by law have access to any Criminal History Record information as defined in A.R.S. § 41-1750 and 28 C.F.R. 20.3 including in the law enforcement information from the system.

Client and regional agencies agree to enforce and maintain security requirements and networks as specified in the Technical Requirements Section of the Federal Bureau of Investigation's Criminal Justice Information Systems Security Policy, and regional agency MOUs with federal and state agencies. Exceptions to the above policy shall not be implemented by any client agency without the approval of the regional agency and the AZLink Governance Committee.

Client and the regional agencies acknowledge that the law enforcement information hosted by the RLES shall be used for law enforcement purposes only, and that only law enforcement agency employees that have passed a background screening and any required certification, such as TOC, will be allowed access to the systems.

If at any time any client agency violates the requirements of this agreement in regards to sharing of information, the regional agency connecting that client agency may disconnect the client agency. Except in the case of a critical emergency, access shall not be terminated by a

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regional agency until the offending client agency has been provided with sixty (60) days written notice of the violation and the opportunity to correct the violation.

If at any time any client agency believes that another agency is allowing unauthorized access to or use of the client agency's data, the client agency may withdraw from the shared data system.

All disputes concerning access shall be determined by agreement among the agencies of the region. In the absence of agreement, the data sharing link of the offending agency shall be terminated.

ARTICLE VI. INFORMATION OWNERSHIP, RELEASE, AND ACCURACY

Client and regional agencies retain control of all information they provide through the system at all times. Any request for access to information hosted by the RLES that is not authorized under current agreements will be referred to the agency originating the information being requested. Except as required by law, information shall not be made available to any unauthorized requestor without the approval of the originating agency.

Agencies acknowledge that the law enforcement data provided by the RLES consists of information that may or may not be accurate. To the extent permitted by law, agencies agree to hold the originating agency blameless for any harm that may arise due to the inaccuracy of any information they have submitted.

All participating agencies have the sole responsibility to ensure that information it makes available to the agencies via the RLES was not obtained and is not being maintained in violation of any federal, state, or local law applicable to the obtaining component. In addition, all participating agencies have the sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to the posting of its information for access via the RLES.

Each client agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information that it contributes to an AZLink regional agency. Should a client agency receive a challenge to or reasonable question about the accuracy of client agency information, the client agency will notify the AZLink regional agency and the AZLink Governance Committee in writing as soon as is practicable.

AZLink regional information may be accessed and used by agencies for official criminal law enforcement, probation, and national security purposes only. All agencies will protect information from disclosure to the greatest extent possible consistent with the Freedom of Information Act, the Privacy Act of 1974, any other applicable laws and applicable compulsory processes (such as a court order). All agencies will notify the AZLink regional agency immediately upon becoming aware of any lawsuit, proceeding, or information demand brought in state or federal court seeking access to agency information, in either verbatim or derivative form.

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The regional agency will ensure that client agencies restrict access to information obtained under the terms of this MOU to only those authorized supervisors, law enforcement officers, probation and surveillance officers, intelligence research specialists, employees, agents, representatives, task force members, contractors/subcontractors, or consultants who require access to the information described in this MOU to perform their official duties. There shall be no unauthorized access to the information contained in or accessible through the RLES.

To the extent that the RLES contains information covered by the Bank Secrecy Act (31 U.S.C. § 5311 et. seq.), each participating regional and client agency will sign a separate agreement acknowledging that they will not further disseminate such information to any party without prior written authorization from Immigration and Customs Enforcement (ICE). ICE will provide each agency a standard agreement containing this acknowledgment. The failure of any agency to sign the agreement will result in all Bank Secrecy Act information being removed from the RLES.

All participating agencies acknowledge that information, including analytical products derived therefrom, may not be used as a basis for action or disseminated for any other purpose or in any other manner outside the agency that accessed the information, unless that agency first obtains the express permission from the owning agency. Specifically included within this prohibition is any inclusion of information in an official investigative or case file, or any use of information in the preparation of judicial processes such as affidavits, warrants, or subpoenas. Agency users of information may not print or electronically retain information without obtaining permission from the owning agency. When information is summarized or otherwise documented, the AZLink regional or client agency will document the owning agency.

All supervisors, law enforcement officers, probation and surveillance officers, intelligence research specialists, employees, agents, representatives, task force members, contractors/subcontractors, or consultants of the agencies with access to the information will be properly advised of the rules governing the handling of data, including specialized handling necessary for data on citizens and lawful permanent residents of the United States.

When alerted to any attempts to gain inappropriate access to data, client agencies shall report such events in a timely manner to the AZLink regional agency. Reporting such events should be done as soon as reasonably practicable, and in any case, not later than 24 hours after the client agency becomes aware of any breach of privacy or security.

ARTICLE VII. FINANCIAL CONSIDERATIONS

A. Each regional and client agency is responsible for the cost of acquiring and maintaining the necessary hardware and licensed software to participate in the AZLink system. Nothing included in this agreement requires any agency to fund the activities of any other agency.

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B. Regional and client agencies may individually or collectively apply for grant funding. Any joint grant funding which may result from such applications will be considered to be outside of this agreement. Such monies shall in no way be controlled by or fall under the jurisdiction of this agreement.

ARTICLE VIII. LIMITATION OF LIABILITY

A. For the purposes of worker's compensation, an employee of a party to this agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another party pursuant to this particular MOU for mutual aid in law enforcement, shall be deemed to be an employee of the party who is the employee's primary employer and of the party under whose jurisdiction and control the employee is then working as provided in A.R.S. §23-1022(D). The primary employer of such an employee shall be solely liable for payment of worker's compensation benefits for the purpose of this section. Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the public notice required.

Each party agrees to be solely responsible for any expense resulting from industrial insurance by its employees incurred as a result of operations under this agreement.

ARTICLE IX. INSURANCE

No insurance is required for any government agencies. Any contractor performing duties under this MOU must comply with the insurance requirements for contracts with Arizona State agencies. The insurance requirements are available from the Arizona Department of Risk Management.

ARTICLE X. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, 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.

In addition, the parties shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the parties' contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or

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amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable .

ARTICLE XI. E-VERIFICATION OF EMPLOYEES

The parties mutually warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that: They and their subcontractors, if any, warrant their compliance with A.R.S. § 41-4401 and all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A, and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer; A breach of a warranty under subsection (1) above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract; The parties mutually retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection (1) above and that the contractor agrees to make all papers and employment records of said employees(s) available during normal working hours in order to facilitate such an inspection; and that nothing herein shall make any contractor or subcontractor an agent or employee of either of the contracting governmental entities.

ARTICLE XII. REQUIRED TERMS FOR ACCESS TO PROBATION RECORDS

Client and regional agencies must agree to the terms listed in the Arizona Code of Judicial Administration section 1-606.

ARTICLE XIII. NON-DISCRIMINATION

Both parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

ARTICLE XIV. APPLICABLE LAW; LEGAL OBLIGATIONS

This MOU shall be construed in accordance with the laws of the State of Arizona. This MOU does not relieve either party of any obligation or responsibility imposed upon it by law.

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ARTICLE XV. ARBITRATION

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

ARTICLE XVI. WAIVER AND MODIFICATION

None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.

ARTICLE XVII. AVAILABILITY OF FUNDS

Every payment obligation of either party under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party or any other agency of the State of Arizona at the end of the period for which funds are available. No legal liability on the part of either party or any other agency of the State of Arizona for any payment may arise under this Agreement until and only as long as funds are made available for performance of this Agreement. If the necessary funds are not made available, then that party shall provide written notice to the other party and may cancel this Agreement without further obligation. No liability shall accrue to either party or any other agency of the State of Arizona in the event this provision is exercised, and neither party nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including payments or damages for purchases or subcontracts entered into in anticipation of funding.

ARTICLE XVIII. METHOD OF EXECUTION

This agreement may be executed in one or more identical counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

ARTICLE XIX. NOTICE

Any notice given pursuant to this contract shall be in writing and shall be considered to have been given when actually received by the following addressees or their agents or employees:

Shelly Bunn, Deputy Chief, Technology Bureau Maricopa County Sheriff's Office
550 W. Jackson St. Phoenix, AZ 85003

and

John Heffelfinger, Commander, Administrative Bureau
14250 W. Statler Plaza, Suite 103
Surprise, AZ 85374-7481

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IN WITNESS WHEREOF, the chief law enforcement officer and chief executive officer of the parties hereto have given their respective consents authorized by A.R.S. §13-3872 and the parties hereto have executed this agreement by and through their respective officers duly authorized.

MARICOPA COUNTY: CLIENT

Recommended by:

By: _____
Sheriff Joseph M. Arpaio Date
Maricopa County Sheriff's Office

Approved and Accepted by:

Date: _____
Chairman Board of Supervisors Date

Attest by:

Clerk of the Board Date

CITY OF SURPRISE

Recommended by:

By: _____
Bob Wingenroth Date
City Manager

Approved and Accepted by:

Sharon Wolcott Date
Mayor

Date: _____

Attest by:

City Clerk Date

APPROVAL OF DEPUTY COUNTY ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the Memorandum of Understanding and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

Deputy County Attorney Date

City Attorney Date

RESOLUTION # 2016-93

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF MARICOPA, STATE OF ARIZONA, FOR ACCESS TO THE AZLINK CRIMINAL JUSTICE INFORMATION SHARING SYSTEM.

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the exchange of criminal justice information and especially the Surprise Police Department's access to criminal justice information held by other agencies ; and

WHEREAS, execution of this intergovernmental agreement will allow these things to happen.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the County of Maricopa, State of Arizona, attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE COUNTY OF MARICOPA, STATE OF
ARIZONA



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Tom Abbott
Submitting Department:		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 an Intergovernmental Agreement with the Arizona State Forestry Division for providing assistance in suppressing wildland fires; Resolution # 2016-94.

Motion:

I move to approve Resolution # 2016-94.

Background:

The Arizona State Forestry Division's intergovernmental agreement (IGA) has been in existence for over 15 years providing the highest level of service to the state with available Surprise Fire-Medical Department (SFMD) resources in times of need. Resources include not only designated apparatus as listed on the Cooperative Fire Rate Agreement but also specifically trained “red card certified” wildland firefighting personnel resources to which SFMD gets reimbursed.

This IGA provides for the protection of forests and wildlands as authorized under A.R.S Sections 37-623(F), 9-220(8), 9-240(B)(7)(a), and 48-805(B)(16) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C Section 2106.

Objective Analysis:

By participating in this agreement, the Arizona State Forestry Division gains greater access to resources in time sensitive situations on a local, state, and federal level depending on need. This agreement helps to detect wildland fires and suppress them in a timely manner prior to them becoming larger, out of control fires. This agreement provides for participating agencies to maintain mutually agreed upon equipment, response criteria, staffing levels, training requirements, and standard operating procedures and equipment through the federal supply system (General Services Administration (GSA), National Wildfire Coordinating Group (NWCG), and National Interagency Fire Center (NIFC)) thus ensuring safety of first responders. By virtue of this agreement, SFMD units/apparatus could also be deployed to respond to calls outside the city or the state thus rendering them unavailable in their respective first due area. Likewise, resources are available to the cooperator should the need arise.

Policy Compliant:

This action is compliant with City and Council policy.

Financial Impact:

Operational costs incurred resulting from the use of deployed resources are reimbursed based upon the published rates of the Cooperative Fire Rate Agreement located on the Arizona State Forestry's Division's website and also in Exhibit A of Resolution 2016-94. Rates are updated as needed based on supply and demand needs, resources available statewide, ages of those resources, legislative changes, etc.

Budget Impact:

Anticipated revenue and expenditures resulting from this IGA have been included as a part of the FY2017 budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [AZ State Forestry IGA](#)
 - ☐ [CRFA Updated 020816](#)
 - ☐ [Resolution 2016-84](#)
-

**ARIZONA STATE FORESTRY DIVISION
COOPERATIVE INTERGOVERNMENTAL AGREEMENT**

This Cooperative Agreement ("Agreement") is made by and between Surprise Fire Department hereinafter referred to as the Cooperator, and the State Forester (collectively the "Parties"). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Agreements and will become effective upon the final signature.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. Sections 37-623(F), 9-220 (8), 9-240(B)(7)(a) and 48-805(B)(16) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS this is an Intergovernmental Agreement entered into pursuant to A.R.S. § 11-952; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

A. THE STATE FORESTER AGREES:

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester's and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator's boundary or service area when requested by the Cooperator and deemed available by the State

Forester. Per A.R.S. 37-623.02.H, the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where he could no longer maintain an adequate level of fire protection on lands within his boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

B. THE COOPERATOR AGREES:

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;

5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are the incident commander;
6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
12. To maintain wildland fire training qualifications as set forth by the State Forester;
13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
16. To provide adequate shelter from the weather elements for the Assigned Equipment;
17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement thereof;
19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain, the following minimum insurance coverage.

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

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

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE**: Contractor shall provide coverage with limits of liability not less than those stated below. The term “Contractor” throughout this Section 19 refers only to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section 19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.A.1 are applicable to the Cooperator.

1. **Commercial General Liability – Occurrence Form**

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

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

• Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

- c. Policy shall contain a severability of interest provision.

3. **Worker's Compensation and Employers' Liability**

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the “**State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees**” for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed **(Blanket Endorsements are not acceptable)** to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements **(Blanket Endorsements are not acceptable)** are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management

Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

- H. **EXCEPTIONS:** In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester's Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

20. **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 injury to any person (including death) or property damage resulting from, or in connection with, the performance of this Agreement, but only to the extent that such injury or damage is caused by the negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. For the purposes of this Section 20, an agent, employee, or volunteer of the Cooperator who is working under the jurisdiction, direction or supervision of the State Forester is the Cooperator's agent, employee, or volunteer and not the agent, employee or volunteer of the State Forester. The preceding sentence does not limit or affect the application of A.R.S. 23-1022, including the circumstances in which an employee is deemed to be an employee of both Parties for purposes of that statute.

This Section 20 does not reduce the degree of negligence or fault that the injured party or other third party must establish in the underlying Claim to recover for any injury or damage, or affect any defense to such underlying Claim.

In addition, if and only if the Cooperator uses contractors or subcontractors, which decision the Cooperator may make in its sole and absolute discretion, the Cooperator shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable 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 Cooperator's 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.

IT IS MUTUALLY AGREED:

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the master Agreement and attached at a later date and prior to hiring.

3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperator;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.
7. **Inspection and Audit of Records:** Pursuant to A.R.S. Sections 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. Section 38-511, the either Party to the Agreement may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
Arizona State Forestry Division
1110 West Washington, Suite 100
Phoenix, AZ 85007
602-771-1400
602-771-1421 fax

Cooperator:

Surprise Fire Department
14250 W Statler Plaza, Suite 101
Surprise, AZ 85374
(623) 222-5000

12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with section 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State

retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.

13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
14. **Term:** This Agreement will continue (10) ten years from effective date, unless terminated by either party by (30) thirty days written notice to the other.
15. **Compliance with Laws:** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

COOPERATOR:

_____	_____
(Print Name)	_____

_____	_____
Signature	Witness
_____	_____
Title	Witness

Date	

STATE FORESTER:

Jeff Whitney
Print Name

Signature

State Forester
Title

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney General

Attorney for the Fire Department, District or City

By: _____
Assist. Attorney General
Attorney for State Forester

By: _____

Date: _____

Date: _____

CORE/0766419.0084/117550185.3

ARIZONA STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER			
		KR05-1750			
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE			
SURPRISE FIRE DEPARTMENT		PHOENIX DISTRICT #1			
(2) ADDRESS		(7) ADDRESS			
14250 W. STATLER PLAZA, SUITE 101		2901 W. PINNACLE PEAK RD.			
(3) CITY, STATE, ZIP CODE		(8) CITY, STATE, ZIP CODE			
SURPRISE, ARIZONA 85374		PHOENIX, ARIZONA 85027			
(4a) BUS. PHONE	(4b) EMERGENCY PHONE	(9) PHONE			
623-222-5000	623-764-0485 (Shift Commander)	623-582-0911 OR 1-800-309-7081 (State Fire Dispatch)			
(4c) FAX NUMBER	(4d) EMAIL ADDRESS	(10) ARIZONA STATE FORESTRY DIVISION WEBSITE			
623-222-5001 or 5002	daniel.gromer@surpriseaz.gov	http://www.azsf.az.gov			
(5) FEDERAL EMPLOYER ID NUMBER		(11) EFFECTIVE DATES OF AGREEMENT			
86-6007796		BEGINNING 4/15/2016 ENDING 4/15/2018			
(12) EQUIPMENT WORK RATES LISTED BELOW ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY COOPERATOR (WET).		(13) OPERATORS AND PERSONNEL ARE NOT INCLUDED IN EQUIPMENT WORK RATES AND ARE PAID ACCORDING TO GENERAL PROVISION ITEM 8a4 and ITEM 8a5.			
(14) EQUIPMENT DESCRIPTION		(15)	RATES		
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.		STANDARD STAFFING	(16) WORK OR HRLY		(17) SPECIAL
			RATE	UNIT	RATE
a. Type 1 Engine, 500 gal., 1500 gpm, 2005 E-One Custom Pumper, FD ID #CS3272, Lic# G-024EP, Foam Capable		4	\$139.00	Hourly	
b. Type 1 Engine, 500 gal., 1500 gpm, 2001 LaFrance, FD ID# CS2883, Lic# G-339DC, Foam Capable		4	\$139.00	Hourly	
c. Type 1 Engine, 500 gal., 1500 gpm, 2013 SVI Custom Pumper, FD ID# CS7600, Lic# G-313GT, Foam Capable		4	\$139.00	Hourly	
d. Type 1 Engine, 500 gal., 1500 gpm, 2004 E-One Custom Pumper, FD ID #CS3273, Lic# G-298EF, Foam Capable		4	\$139.00	Hourly	
e. Type 1 Engine, 500 gal., 1500 gpm, 2006 E-One Custom Pumper, FD ID #CS4029, Lic# G-068FD, Foam Capable		4	\$139.00	Hourly	
f. Type 1 Engine, 500 gal., 1500 gpm, 2014 SVI Custom Pumper, FD ID #CS7601, Lic# G-060HC, Foam Capable		4	\$139.00	Hourly	
(18) Special Provisions					
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto.					
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE	
		Daniel Gromer, Wildland Coordinator		4/1/2016	
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE	
		Dan Colgan, District Forester			

FORM FM 104 (REPLACES FIN 100) Rev 01/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
01-1819-14		KR05-1750				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
SURPRISE FIRE DEPARTMENT		PHOENIX DISTRICT #1				
(14) EQUIPMENT DESCRIPTION		(15) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(16) WORK OR HRLY		(17) SPECIAL	
			RATE	UNIT	RATE	UNIT
g.Type 1 Engine, 500 gal., 1500 gpm, 2006 E-One Custom Pumper, FD ID #CS4028, Lic# G-072FD, Foam Capable		4	\$139	Hourly		
h.Type 3 4X4, 600 Gal., 750 gpm, 2008 International, 7400SFA, FD ID #CS4379, License G-429FN, CAFS		4	\$145	Hourly		
i.Type 1 Tactical Tanker/ Type 3 Support Tender 2000 gal., 500 gpm, 2008 Kenworth PO8A443, FD ID #CS4632, License G-431FN		2	\$125	Hourly	\$89	Hourly
j.Type 6 Engine, 4x4, 250 gal., 100 gpm, 1999 Ford F-350, FD ID #CS2492, Lic# G-973CG, CAFS		3	\$98	Hourly		
k.Type 6 Engine, 4x4, 250 gal., 100 gpm, 2007 Ford F-550, FD ID #CS4000, Lic# G-727EP, CAFS		3	\$98	Hourly		
l. Command Vehicle, 2011 Dodge Ram 2500 3/4 ton Crew Cab, 4X4 FD ID #CS4552, License G-636GC		2	\$65	Daily	0.65	Mile
m.Light Truck, 2006 Ford Ranger Extra Cab XLT Compact, 4X4, FD ID #CS4051, License G-563EX		2	\$34	Daily	0.34	Mile
n.Light Truck, 2008 Ford Ranger Extra Cab XLT Compact, 4X4, FD ID #CS4052, License G-564EX		2	\$34	Daily	0.34	Mile
o.Light Truck, 2005 Ford Ranger Extra Cab XLT Compact, 4X4 FD ID #CS2831, License G-283EE		2	\$34	Daily	0.34	Mile
p.SUV 4X4 1/2 ton, Chevy Tahoe, 2005, FD ID #CS3267, License G-874DZ		2	\$44	Daily	0.44	Mile
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto.						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
		Daniel Gromer, Wildland Coordinator		4/1/2016		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		
		John Truett, District Forester				

FORM FM 104 (REPLACES FIN 100) Rev 01/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
(13) EQUIPMENT DESCRIPTION		(14) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(15) WORK OR HRLY		(16) SPECIAL	
			RATE	UNIT	RATE	UNIT
r.						
s.						
t.						
u.						
v.						
x.						
y.						
z.						
aa.						
bb.						
cc.						
(18) Special Provisions Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto.						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 01/14

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COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
(13) EQUIPMENT DESCRIPTION		(14) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(15) WORK OR HRLY		(16) SPECIAL	
			RATE	UNIT	RATE	UNIT
dd.						
ee.						
ff.						
gg.						
hh.						
ii.						
jj.						
kk.						
ll.						
mm.						
nn.						
(18) Special Provisions Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto.						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 01/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

RESOLUTION # 2016-94

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA
STATE FORESTRY DIVISION FOR PROVIDING ASSISTANCE IN
SUPPRESSING WILDLAND FIRES.**

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the suppression of wildland fires; and

WHEREAS, the State Forester desires to reimburse the City for employee salary costs plus travel expenses and equipment expenses and the City desires to accept such reimbursement.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the Arizona State Forestry Division, attached as Exhibit A, authorizing the City to provide personnel and equipment to suppress wildland fires and to be reimbursed for salary, travel and equipment expenses, is approved.

Section 2. The City Manager, or his designees, is hereby authorized to conduct all negotiations and execute and submit all documents and other necessary or desirable instruments in connection with said Intergovernmental Agreement.

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND ARIZONA STATE FORESTRY DIVISION



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Michael Boule, Public Works Department
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the Intelligent Transportation System (ITS) Strategic Plan; Resolution # 2016-83.

Motion:

I move to approve Resolution # 2016-83.

Background:

Maricopa Association of Governments (MAG) put out a notification of additional Congestion Mitigation and Air Quality (CMAQ) funding for fiscal year 2016. The City of Surprise Traffic Engineering staff submitted an application and has secured some of the remaining CMAQ funds, which it plans to work with ADOT to administer the project for developing a citywide strategic plan for ITS.

The project includes developing a planning document for the Intelligent Transportation system network throughout the city. This document will include planning, deployment, and integration of various technologies and strategies. The document will investigate and focus on developing a plan to support a multimodal transportation environment. This study will take into account technology compatibility, upgrades to legacy equipment, and the integration of existing technology with new equipment and deployments within the City. The overall intent of the strategic plan will be to provide a planning document that will aid in more efficiently and safely moving the traveling public throughout Surprise.

Objective Analysis:

The objective of this Intelligent Transportation System Strategic Plan is to evaluate and analyze the future of multimodal transportation system planning throughout the city.

Policy Compliant:

This action is compliant with City and Council Policy.

Financial Impact:

The City of Surprise has secured Congestion Mitigation and Air Quality (CMAQ) funding for the ITS Strategic Plan. The CMAQ funding includes \$141,450 in federal funding to be administered through ADOT and requires a City match of \$8,500 for a total project cost of \$150,000.

Budget Impact:

The City match requirement of \$8,500 is included in the Traffic Engineering operations FY2017 tentative budget.

FTE Impact:

The number of full time equivalents (FTE) is not impacted by this item.

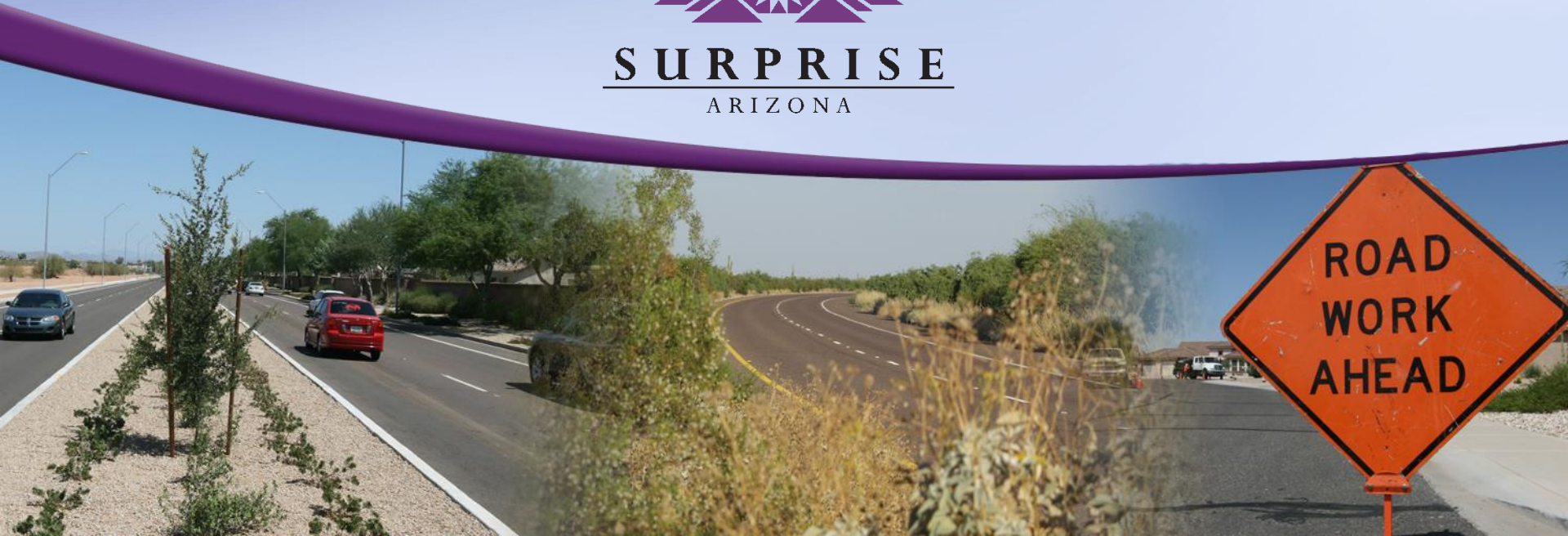
ATTACHMENTS:

Click to download

- ☐ [ITS Strategic Plan Presentation](#)
 - ☐ [Resolution 2016-83](#)
 - ☐ [IGA - ADOT & COS](#)
-

ITS Strategic Plan ADOT IGA

June 21, 2016
Public Works Department



ITS Strategic Plan



- IGA with ADOT for Federal closeout funding.
- Strategic Plan will:
 - Identify technology enhancements
 - Recommend operational strategies
 - Ensure compatibility with existing systems
 - Consider all forms of transportation
 - Coordinate with other local and state agencies
 - Identify future projects and potential costs

Financial Impact



- CMAQ grant for 94.3% of planning costs
 - \$141,450
- City match is 5.7%
 - \$8,500
- ADOT will lead procurement of consulting services

Questions and Answers



RESOLUTION # 2016-83

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA
DEPARTMENT OF TRANSPORTATION FOR AN INTELLIGENT
TRANSPORTATION SYSTEM STRATEGIC PLAN.**

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the completion of *an Intelligent Transportation System Strategic Plan*; and

WHEREAS, the Arizona Department of Transportation (“ADOT”) will act as a conduit in order to obtain federal funding for the Strategic Plan.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the *Arizona Department of Transportation*, attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND ARIZONA DEPARTMENT OF
TRANSPORTATION

ADOT File No.: IGA/JPA 16-0005847-I
AG Contract No.: P001 2016 000xxx
Project: City of Surprise ITS Plan
Section: Various Locations

Federal-aid No.: SUR-0(231)T
ADOT Project No.: T007501X
TIP/STIP No.: SUR 18-460
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SURPRISE

THIS AGREEMENT is entered into this date _____, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF SURPRISE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The work proposed under this Agreement, hereinafter referred to as the "Project", consists developing a planning document for ITS planning, deployment and integration. The document also investigate mobility support, senior-living support and livable/walkable/golf cart accessible communities. The State will administer the scoping and design of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the Federal Highway Administration (FHWA) for approval.
4. The City, in order to obtain federal funds for the scoping and design of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project.
6. The Parties will perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping and design of the Project. The estimated Project costs are as follows:

T0075 01XD (scoping/design): *

Federal-aid funds @ 94.3% (capped)	\$ 141,450.00
City's match @ 5.7%	<u>\$ 8,550.00</u>

TOTAL Estimated Project Scoping/Design & PMDR Costs	\$ 150,000.00
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Total Estimated City Funds	\$ 8,550.00
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Total Federal Funds	\$ 141,450.00
----------------------------	----------------------

* (Includes ADOT Project Management & Design Review (PMDR) Costs)

The Parties acknowledge that the final Project design costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project design cost estimate is less than the initial estimate, the difference between the final design cost estimate and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the estimated Project design cost amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City designated agent for the Project.

b. Execute this Agreement, and prior to performing or authorizing **any** work, invoice the **City** for the City's share of the Project design costs, estimated at **\$8,550.00**. If actual design costs exceed the estimate during the development of design, notify the City and obtain concurrence prior to continuing with the development of design. Once the costs have been finalized, the State will either invoice or reimburse the **City** for the difference between estimated and actual PMDR and design costs.

c. After receipt of the City's estimated share of the Project design costs, submit all documentation required to FHWA pertaining to the Project with the recommendation that funding be approved for scoping/design, and request the maximum programmed federal funds for the scoping/design of the Project. Upon authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project.

d. On behalf of the City, prepare and provide all pertaining documents for the design of the Project; review and approve documents required by FHWA to qualify certain projects for and to receive federal funds, incorporating comments from the City, as appropriate. Such work may consist of, but is not specifically limited to, the preparation of environmental documents; the analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right-of-way related activities; preparation of reports, design plans, maps, specifications; and

cost estimates; and such other related tasks essential to the achievement of the objectives of this Agreement.

e. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

f. Notify the City that the Project design has been completed and is considered acceptable; de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project within ninety (90) days of City acceptance.

2. The City will:

a. Designate the State as the City's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, pay the City's share of Project design costs, currently estimated at **\$8,550.00**. Agree to be responsible for actual design costs, if during the development of design, design costs exceed the initial estimate.. Be responsible for any difference between the estimated and actual PMDR and design costs of the Project.

c. Review design plans, specifications, cost estimates, and other such documents, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

f. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish, among other things, soil and foundation investigations.

g. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any City requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursements. This Agreement may be cancelled at any time prior to the start of the Project design contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall not be obligated to complete the Project.

2. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

3. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.

4. The cost of scoping and design work under this Agreement is to be covered by the maximum available amount of federal funds programmed for this Project. The City acknowledges that the actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.

5. If the federal funding related to this Project is terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

6. The cost of the project under this Agreement includes applicable indirect costs approved by the FHWA, as applicable.

7. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

8. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS

Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

9. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

10. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

11. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

12. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

13. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

14. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

15. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

17. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax
JPABranch@azdot.gov

City of Surprise
Attn: Suneel Garg
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-6130
(623) 2226006 Fax
Suneel.Garg@surpriseaz.gov

For Program Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax
JPABranch@azdot.gov

City of Surprise
Attn: Suneel Garg
16000 N. Civic Center Plaza
623) 222-6130
(623) 222-6006
Suneel.Garg@surpriseaz.gov

For Financial Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax
JPABranch!@azdot.gov

City of Surprise
Attn: Suneel Garg
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623) 222-6130
(623) 222-6006 Fax
Suneel.Garg@surpriseaz.gov

18. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF SURPRISE**STATE OF ARIZONA**

Department of Transportation

By _____
SHARON WOLCOTT
Mayor

By _____
STEVE BOSCHEN, P.E.
IDO Assistant Director

ATTEST:

By _____
SHERRY ANN AGUILAR
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF SURPRISE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SURPRISE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2016.

City Attorney



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Terry Young, Police Chief
Submitting Department:		District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement with the Maricopa County Sheriff's Office to provide access to and participate in the Arizona Automated Fingerprint Identification System Full Access System Terminal Site; Resolution # 2016-96.

Motion:

I move to approve Resolution # 2016-96.

Background:

Arizona Automated Fingerprint Identification System (AZAFIS) Full Access System Terminal (FAST) Site is a Ten Prints and Latent Prints database at the Arizona Department of Public Safety. The Maricopa County Sheriff's Office (MCSO) has been designated a FAST Site and is responsible for processing prints for all other law enforcement agencies within Maricopa County; a service which is provided at no charge to the Surprise Police Department. FAST sites assist the Arizona Department of Public Safety by accepting prints and then screening them for meeting system requirements before forwarding them to the Arizona Department of Public Safety.

Objective Analysis:

Participation in the AZ AFIS FAST System will allow the Department to submit Ten Prints to AFIS Fingerprint Section electronically. MCSO requires a contact person(s) be available twenty-four hours a day, seven days a week for the purpose of receiving the results of any Ten Print or Latent processing inquiries. There is no negative impact associated with this agreement and the service is provided free of charge.

Policy Compliant:

The City's practice, especially relative to criminal investigations, has always been to attempt to gather as much relevant information as quickly as possible before taking any action. This IGA furthers that practice with no cost to the Department.

Financial Impact:

None at this time as this service is provided at no charge to the City.

Budget Impact:

None at this time as this service is provided at no charge to the City. All other costs of obtaining and submitting the prints are included within the Police Department's General Fund operating budget.

FTE Impact:

This action does not have an impact on current staffing levels.

ATTACHMENTS:

Click to download

- ☐ [Maricopa County Sheriff's Office FAST Site Letter](#)
 - ☐ [AZ Automated Fingerprint Identification System FAST Site User Agreement](#)
 - ☐ [Resolution 2016-96 Approving AZ AFIS FAST IGA with Maricopa County](#)
-



MARICOPA COUNTY SHERIFF'S OFFICE

JOSEPH M. ARPAIO
SHERIFF



May 31, 2016

Chief Terry Young
Surprise Police Department
14250 W Statler Plaza, Suite 103
Surprise, Arizona 85374

Dear Chief Young:

Subject: User Agreement Arizona Automated Fingerprint Identification System
FAST Site (non-financial)

The City of Surprise Police Department has been identified as a user of the Maricopa County Sheriff's Office Arizona Automated Fingerprint Identification System FAST (Full Access System Terminal) Site. As such, the State requires the Sheriff's Office to enter into agreements with other agencies accessing FAST through the MCSO site. There is no charge for access.

Enclosed are two original User Agreements requiring your signature and the signature of the authorized head of the governing body for the City of Surprise.

Please return one fully signed agreement to:

Maricopa County Sheriff's Office
Business Services Division
550 W Jackson Street, 4th Floor
Phoenix, AZ 85003

Thank you.

Sincerely,

Suzanne R Baier, Commander
Business Services Division

Enclosures (2)

Copy: Commander Julie Ahlquist, Sheriff Records and ID

C50-16-099-3-00

ARIZONA AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AZAFIS)
FAST Site
USER AGREEMENT

This Intergovernmental Agreement (IGA) is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona administered by and through the SHERIFF'S OFFICE "MCSO" and the CITY OF SURPRISE "City" administered by and through the SURPRISE POLICE DEPARTMENT "SPD" collectively referred to as the Parties. The Parties enter into this IGA for the use of the Arizona Automated Fingerprint Identification System (AZAFIS) Full Access System Terminal (FAST) site at MCSO.

This IGA is a condition of MCSO's "ARIZONA AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AZAFIS) USER AGREEMENT," DPS Contract No. 2008-303 which is attached hereto for reference.

1. Purpose

MCSO has been designated as an AZAFIS FAST site by the AZAFIS Advisory Board and agrees (in addition to being responsible for entering and searching its own agency's Ten Prints and Latent Prints through the centralized AZAFIS databases at the Arizona Department of Public Safety) to process Ten Prints and Latent Prints for all other law enforcement agencies within the County in which the FAST site is located (except remote terminal site agencies) or any other agency that opts to obtain AZAFIS services directly from the Arizona Department of Public Safety. The service is provided at no charge to SPD.

2. Term and Termination

This IGA shall begin on May 1, 2016 and terminate upon thirty (30) days written notice to the other party or in any case where MCSO would no longer be designated as an AZAFIS FAST site by the AZAFIS Advisory Board.

3. Termination for Non Availability of Funds

This agreement is a non-financial agreement. However, if continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year, if sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Parties and the notifying Party may cancel this Agreement and have no further obligation to the other Parties. In the alternative, the Parties may, by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided. The Parties may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least thirty (30) days in advance.

4. Relationship

Nothing in this Agreement shall be construed to establish an employment, agency, partnership, joint venture or other relationship between the Parties. Neither party shall be liable or responsible for the acts, errors or omissions of the other Party. Neither Party shall have authority to bind the other Party to any contract, debt or liability. Neither Party shall be liable for the separate debts, liabilities, or obligations incurred by the other Party, except as otherwise provided in this Agreement. Each Party shall be responsible for the management and oversight of its own employees/staff.

5 The SPD

5.1 Agrees and recognizes the use of information received is solely to establish the identity of individuals using AZAFIS technology.

5.2 Understands that the MCSO as an AZAFIS FAST site must comply with all AZAFIS rules, policies, and procedures regarding the security of the AZAFIS system.

5.3 Agrees to assume full responsibility for the lawful use of any released information obtained as a

result of an AZAFIS transaction.

5.4 Will provide a contact person's (or persons') name, telephone number and/or pager/cellular number who can be reached twenty-four hours a day, seven days a week for the purpose of receiving the results of any Ten Print or Latent processing inquiries.

5.5 Authorizes the MCSO to enter the originating agency identifier (ORI) in all fields where specified by AZAFIS policies and procedures.

5.6. Will submit Ten Prints to the AFIS/Fingerprint Section electronically.

6. The MCSO:

6.1. The AFIS/Fingerprint Section is located at 111 S. 3rd Avenue, 4th Floor, Phoenix, Arizona 85003. The contact telephone number for the AFIS/Fingerprint Section is (602) 876-1047 and (602) 876-1049 for AFIS/Fingerprint Section Manager and MCSO AZAFIS Site Manager.

6.2 Crime Lab Unit will only enter Latent Prints into the AZAFIS System and comply with the AZAFIS IGA with the Arizona Department of Public Safety and AZAFIS policies and procedures.

6.3 MCSO reserves the right to immediately suspend furnishing information covered by the terms of this IGA if it appears that there has been misuse by the SPD of any information provided to the SPD. The MCSO will resume furnishing such information upon receipt of satisfactory assurance that misuse of provided information did not occur or that such misuse has been fully corrected or eliminated.

6.4 Will comply with the set standards for response time, records entry and system availability as specified in the AZAFIS Policy and Procedures Manual.

6.5 Will not be responsible for errors generated by faulty source data from SPD.

7. Indemnification

City shall indemnify, defend, save and hold harmless the County and MCSO, County's departments, boards, commissions, and the County's and MCSO's 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 SPD or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of SPD 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 City from and against any and all claims. It is agreed that City will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of this agreement, City agrees to waive all rights of subrogation against the County and MCSO, the officers, officials, agents, and employees thereof for losses arising under this agreement.

8. Conflict of Interest

Pursuant to A.R.S. §38-511, a party may cancel this Agreement without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of that party is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the

Agreement. Additionally, pursuant to A.R.S § 38-511 the party cancelling this Agreement may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on its behalf from any other party to the contract arising as the result of the Agreement.

9. Notices

All notices required under this IGA shall be deemed to have been fully given when made in wiring and delivered by: (i) personal delivery; (ii) deposit in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) overnight courier service, and addressed as follows:

MCSO:
Maricopa County Sheriff's Office
Chief of Administration
550 W Jackson Street, 5th Floor
Phoenix, AZ 85003

SPD:
Surprise Police Department
Chief Terry Young
14250 W Statler Plaza, Ste 103
Surprise, AZ 85374

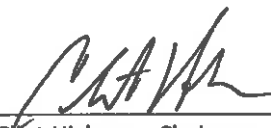
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement effective as of the date set forth above.

CITY OF SURPRISE

MARICOPA COUNTY

Mayor

Date

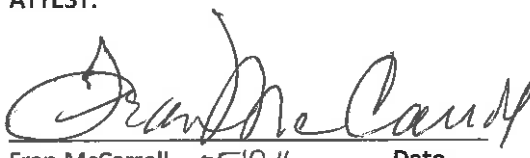
 5-31-16

Clint Hickman, Chairman Date
Maricopa County Board of Supervisors

ATTEST:

ATTEST:

Clerk Date

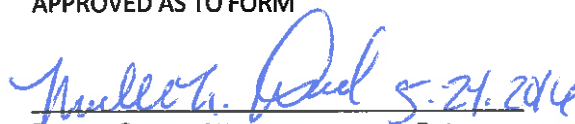


Fran McCarroll, 05/31/16 Date
Clerk of the Board

APPROVED AS TO FORM

APPROVED AS TO FORM

Legal Counsel Date

 5-21-2016

Deputy County Attorney Date

SURPRISE POLICE DEPARTMENT

Chief Terry Young Date
Surprise Police Department

RESOLUTION # 2016-96

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF MARICOPA, STATE OF ARIZONA, FOR ACCESS TO THE ARIZONA AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM FAST SITE.

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the submission of fingerprint evidence through Maricopa County and then into the databases of the Arizona Department of Public Safety; and

WHEREAS, execution of this intergovernmental agreement will allow these things to happen.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the County of Maricopa, State of Arizona, is approved.

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

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

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Tammie Hollowell - Information Technology
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a non-exclusive License Agreement with Cox Communications Arizona, LLC, for the use of public rights-of-ways; Resolution # 2016-78.

Motion:

I move to approve Resolution # 2016-78.

Background:

A Cable Television license is authorized by state statute and also regulated by federal guidelines. This license gives Cox Communications the permission to use the public right-of-way to construct and expand a cable system for a fee.

This item is to renew the Cable Television license with Cox Communications for 15 years with the continued fee of 5% gross revenues. This also includes the continuation of existing PEG (public, education, governmental) channels.

Objective Analysis:

The Cable Television license is a legislatively mandated method of compensating municipalities for the use of public right-of-way by telecommunications providers. This fee functions to offset the City's expense, as allowed by law.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

The city is to receive a license fee equal to 5% of gross revenue for services provided within city limits as determined by state law. The fees are to be paid on a quarterly basis over the course of the 15 year agreement.

Budget Impact:

Cable license fee revenue is considered an ongoing revenue source within the General Fund and is budgeted annually.

FTE Impact:

This item does not change the full time equivalent position count.

ATTACHMENTS:

Click to download

- ☐ [Cox Agreement](#)
 - ☐ [Resolution 2016-78](#)
 - ☐ [Cox Communications Presentation](#)
-

COX COMMUNICATIONS ARIZONA, LLC
CITY OF SURPRISE
CABLE TELEVISION LICENSE AGREEMENT
June __, 2016
(as of September 1, 2014)

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CABLE TELEVISION LICENSE AGREEMENT

This Cable Television License Agreement (the "License") is made and entered into as of the date of the last signature as indicated herein, by and between the City of Surprise (the "City") and Cox Communications Arizona, LLC, a Delaware limited liability company ("Licensee").

RECITALS

- A. The City is authorized to grant, renew, deny, and terminate Licenses for the installation, operation, and maintenance of Cable Systems and otherwise regulate Cable Services within the City boundaries by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way, and by other City powers and authority.
- B. Upon the expiration of the original term of the Existing License, issued to Licensee's predecessor CoxCom, Inc., a Delaware corporation, Licensee and the City desire to enter into a new license to provide Cable Services within the City.
- C. The City has reviewed Cable Service in the City, including but not limited to a review of Licensee, Licensee's record of service in the City, Licensee's facilities, the cable-related community needs of the City for both the present and future, Licensee's ability to carry out its commitments, and Licensee's overall financial, legal, and technical qualifications to hold a license from the City.
- D. Based on such review, the City hereby finds that it would serve the public interest to grant a license on the terms and conditions hereinafter set forth, and Licensee agrees to obtain a license under these conditions.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. **Definitions.** For the purposes of this License, the following terms, phrases, words, abbreviations, and their derivations have the meaning given herein, notwithstanding any conflicting definition in Chapter 50 of the City Code. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, not merely directory. All references to days are to calendar days, unless otherwise specified.

1.1. "Affiliate" means any Person who owns or controls, is owned by or controlled by, or is under common ownership or control with Licensee.

1.2. "Cable Act" means the Cable Communications Policy Act of 1984, as amended, including the Telecommunications Act of 1996.

1.3. "Cable Service" means the transmission to Subscribers of video programming or other programming services and Subscriber interaction, if any, that is required for the selection or use of the video programming or other programming services.

1.4. "Cable System" means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services, that includes video programming, and that is provided to multiple Subscribers within the City, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with 47 U.S.C. § 653; or (e) any facility of an electric utility used solely for operating its electric utility systems. Any reference to Licensee's Cable System refers to the Cable System as a whole or any part thereof. As used above, "interactive on-demand services" means a service providing video programming to Subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider.

1.5. "City Building" means a building that is both (a) occupied by the City or owned by the City and (b) used for municipal purposes.

1.6. "City Channels" means the Government Channels, Education Channels, and Additional Channels for City use. These are used interchangeably with PEG Channels.

1.7. "City Council" means the present governing body of the City or any future body constituting the legislative body of the City.

1.8. "City Manager" means the City Manager or the City Manager's designee.

1.9. "Competitor" means any Person entering into the Public Streets for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the License Area, including by means of an "open video system" (as such term is defined in the Cable Act).

1.10. "Confidential Information" means any and all technical data, materials, reports, and other information owned by or developed by, or on behalf of Licensee and/or its Affiliates, any information that relates to the Cable System, and any and all financial data and information relating to Licensee's business, that Licensee discloses in writing, orally, visually, or through some other media, or that the City learns or obtains through observation, analysis, compilation, or other study of such information, data, or knowledge, except any portion thereof that (a) is known to the City at the time of the disclosure, as evidenced by its written records and was not acquired by the City on a confidential basis; (b) is disclosed to the City by a third party having a right to make such disclosure; (c) becomes published, or otherwise publicly known through no

fault of the City; or (d) is independently developed by or for the City without use of Confidential Information disclosed hereunder as evidenced by its written records.

1.11. "Existing License" means the License Agreement dated October 14, 1999, by and between CoxCom, Inc. and the City.

1.12. "FCC" means the Federal Communications Commission or its designated representative.

1.13. "Gross Revenues" shall have the meaning set forth in A. R. S. Section 9-505(6) and any amendments thereto. The definition of "Gross Revenue" contained in Section 5-19 of the City Code is no longer applicable. By operation of law, the license fee paid to the City under the terms of this License shall be the maximum allowed pursuant to state law.

1.14. "License Area" means the current incorporated boundaries of the City and any future annexed area.

1.15. "License Fee" means the fee set forth in Section 3 of this License.

1.16. "MDU" means any adjacent building(s) such as apartments under common ownership containing more than four dwelling units used as living quarters.

1.17. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Subscribers.

1.18. "Normal Operating Conditions" means those service conditions that are within Licensee's control including, but not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Those conditions that are not within Licensee's control include, but are not limited to, natural disasters, civil disturbances, utility company power outages, telephone network outages, and severe or unusual weather conditions.

1.19. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

1.20. "Public Street" means only a street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, right-of-way, or drive that is owned by a public entity in fee or as to which a public easement has been dedicated for street purposes, and with respect to which, and to the extent that, City has a right to grant the use of the surface of, and space above and below in connection with this License for the Cable System, or other compatible uses; provided, however, a requirement that Licensee also obtain a permit from another government agency or entity to use of street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, right-of-way, or drive does not mean that such street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, right-of-way, or drive is not a Public Street.

1.21. "Standard Drop" means a cable connection that requires no more than a 150 -foot drop measured from the nearest point of a Subscriber's home or place of business to the nearest existing technically feasible point on the Cable System from which an individual Subscriber can

be connected to the Cable System. A Standard Drop involves only one outlet and standard materials. A Standard Drop does not include the following (the cost of which may be assessed directly to the Subscriber): (a) a wall fish; (b) custom installation work, including specific Subscriber-requested work that requires non-standard materials or cable routing that requires construction methods exceeding reasonable underground or aerial work; or (c) the cost of any equipment or construction modifications necessary to provide an adequate signal over the Standard Drop to the Subscriber's residence.

1.22. "Subscriber" means any Person lawfully receiving the Cable Services of Licensee's Cable System.

1.23. "Subscriber Complaint" means any written or oral complaint by a Subscriber to the City that the Subscriber did not receive the Cable Service that the Subscriber requested consistent with the requirements of this License.

2. Grant of Authority to Operate; Term.

2.1. Grant of Authority. The City hereby grants to Licensee the right and authority to operate a Cable System in the City and for that purpose to erect, install, solicit, construct, repair, replace, rebuild, reconstruct, maintain, and retain in, on, over, upon, across, and along any Public Streets such poles, wires, cable fiber optics, conductors, ducts, conduit, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units, and other property or equipment as may be necessary or appurtenant to the Cable System; and, in addition, so to use, operate, and provide similar facilities or properties rented or leased from other Persons, including but not limited to any public utility or other entity licensed or permitted to do business in the City. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

2.2. Competitive Parity.

2.2.1. Licensee's right to use and occupy the Public Streets in the City for the purpose herein provided shall not be exclusive. However, the City agrees not to allow any person to enter into the Public Streets for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the License Area, including by means of an "open video system" (as such term is defined in the Cable Act), without first obtaining a permit, license, authorization, or other agreement from the City or such other governmental entity then entitled to grant such permit, license, authorization, or other agreement.

2.2.2. The material provisions of the agreement under which any Competitor is authorized to enter the Public Streets shall be reasonably comparable to those contained herein, and the obligations imposed on Licensee shall be no less burdensome nor more favorable than the obligations imposed upon such Competitor, in order that one operator not be granted an unfair competitive advantage over another.

2.3. Prior Occupancy. Any privilege claimed under this License by Licensee in any Public Street or other public property is subordinate to any (a) prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, (b) prior lawful

occupancy or use thereof by any other Person, and (c) prior easements therein; provided, however, that nothing herein extinguishes or otherwise interferes with property rights established independently of this License.

2.4. Term. This renewal and grant of authority runs for a term of fifteen years, effective as of 12:00 am, September 1, 2014, and ending at 11:59 pm, August 31, 2029.

3. License Fee.

3.1. License Fee. Licensee shall pay to the City a License Fee in an amount equal to five percent (5%) of Licensee's Gross Revenues during the term of this License.

3.2. Offsets. Licensee is entitled to offset against License Fees due to the City the following.

3.2.1. Any amounts Licensee paid to the City during the prior quarter in privilege license taxes; provided, however, that Licensee is not entitled to offset to the extent that Licensee made payments of privilege license taxes on any gross income (within the meaning of the privilege license tax ordinance) that is not included in Gross Revenues.

3.2.2. Waiver. To the extent mandated by A.R.S. § 9-506(C), the City will waive the fees and charges related to Licensee's use of the public streets, roads, and alleys.

3.3. Payment of License Fees. The payment of the License Fee shall be made quarterly by delivery to the City Manager on or before the thirtieth day of the month following the end of each calendar quarter, with a fifteen-day grace period. Each License Fee payment shall be accompanied by a written report to the City, verified by an authorized Licensee representative, containing an accurate statement in summarized form of Licensee's Gross Revenues and the computation of the payment amount under Sections 3.1 and 3.2.

3.4. Interest. If License Fees are not paid in accordance with Section 3.3 above, the City will impose interest and penalties in accordance with City Code Section 50-75(c), as may be amended from time to time.

3.5. License Fee Audit.

3.5.1. Upon written notice to Licensee, the City may inspect Licensee's records of Gross Revenues, and the City and Licensee each have the right to audit and to recompute any amounts determined to be payable under this License; provided, however, that such audit must take place within thirty-six months following the close of Licensee's fiscal year for which the audit is desired.

3.5.2. Upon completion of an audit, the City shall provide Licensee with written notice including a copy of the audit report and setting forth any additional amounts due to the City identified in the audit. Licensee shall contest or pay any deficiency within thirty days following such written notice; provided, however, that

Licensee will not be required to pay such deficiency until thirty days after completion of the administrative hearing process if Licensee commences such process pursuant to Section 19. If there is a deficiency in the payment of License Fees to the City of ten percent or more, the City may assess the cost of the audit to Licensee.

3.5.3. Licensee may recover overpayment(s) of License Fees by taking credits of up to one-hundred percent of each subsequent quarterly License Fee payment due to the City until Licensee has recouped the full amount of the overpayment, without interest.

4. City Channels.

4.1. PEG Channels. In accord with A.R.S. § 9-506(D)(1) and 47 U.S.C. § 531, Licensee will provide, at no cost to the City, two channels in the basic service tier and two channels in the digital tier of the Cable System for use by the City for non-commercial, public, educational or governmental ("PEG Channels") programming.

4.2. Point of Origin. The PEG Channels shall each originate from a studio designated by the City within the corporate limits of the City. Licensee shall maintain the connection to the Cable System necessary for each of the PEG Channels to originate from this location at no cost to the City. If the City elects to relocate the point of origination for any of the PEG Channels, the City shall bear the entire cost of such relocation

4.3. High Definition Broadcasting. At any time during the term of this License, and upon request by the City, Licensee agrees to meet and discuss in good faith the terms and conditions of a mutually agreeable amendment to this License pertaining to broadcasting one or more of the PEG Channels in High Definition Format. If at that time, Licensee is broadcasting another Arizona licensing authority's PEG channels in High Definition Format, then the amendment will include terms and conditions in parity with those afforded the other licensing authority.

4.4. Maintenance of Equipment. Licensee shall provide at no charge to the City prompt and regular periodic maintenance and replacement of any cables, amplifiers, and other distribution equipment owned by Licensee and used for the PEG Channels. The City shall provide and operate and maintain at its expense all other equipment and facilities necessary for operation of the PEG Channels.

4.5. Downstream Programming. Licensee shall have no duty to provide Downstream Programming from another City.

4.6. Programming Guide. At such time as in Licensee's sole discretion it becomes feasible, Licensee shall provide City the ability to list programming information associated with its City Channels within Licensee's programming guide. All related expenses and technical support associated with utilizing and maintaining the use of the channel guide for this purpose shall be the responsibility of the City.

4.7. High Definition Format. For purposes of this License, "High Definition Format" and "HD" mean a display resolution of at least 1080 lines (interlaced) that is supported by

Licensee on the Cable System, including the Cox terminal device(s) provided to Subscribers for HD use. If during the Term of this License Licensee introduces any advanced video format other than HD on its Cable System ("Advanced Format"), then Licensee agrees, upon request of the City, to meet and discuss in good faith the terms of a mutually agreeable amendment to this License pertaining to broadcasting one or more of the City's PEG Channels in same.

4.8 Unused Capacity. Licensee may utilize unused City Channel capacity for any purpose

5. Services to the City.

5.1. Service to City Buildings. In accordance with ARS 9-506(D)(3), Licensee shall provide at no charge to the City Licensee's Basic tier of service to City Buildings provided that such locations are within the Standard Drop length of the nearest technically feasible point of interconnection to the Cable System, as determined by Licensee.

5.2. Drops to City Buildings. If making service available to a City Building requires no more than a Standard Drop, Licensee shall make service available without charge to City Buildings absent a showing by Licensee to the City Manager of unusual circumstances, which include without limitation street crossings or plant extensions. Any Standard Drop to any City Buildings shall be accomplished within ten days of the written request for service.

6. Required Service; System Design and Capacity.

6.1. System Design. The Cable System, as installed, uses a hybrid fiber optic/coaxial cable network. The Cable System is built so that fiber is provided to all neighborhood nodes. Extending from each optic site is radio frequency coaxial cable.

6.2. System Capacity. The channel capacity of the Cable System is expandable as future needs arise. At a minimum, system capacity with the capability and characteristics of 750 MHz system must be available for signal transmission on the Cable System.

7. Changes in Cable Technology.

7.1. Periodic Meetings. The City and Licensee will meet upon the written request of either to discuss changes in Broadband and Communications cable television laws, regulations, technology, competing services, the needs of the community, and other factors impacting cable television. The frequency of such meetings shall not exceed three (3) years. As a result of these discussions, this License may be modified by mutual agreement of the City and Licensee to respond to a change in laws, regulations, technology, competing services, the needs of the community, or other factors affecting cable television.

7.2. Certain Conditions. If any of the following conditions occur, and upon written request of either Licensee or the City, the City Manager and Licensee will meet and discuss in good faith the terms of a mutually agreeable amendment to this License:

7.2.1. Cable Service similar to the Cable Service offered by Licensee is provided by any Competitor that is not subject to similar licensing requirements of the City; or

7.2.2. Any other significant event occurs, including but not limited to changes of federal or state law or a final non-appealable order or judgment by a court of competent jurisdiction, which either the City or Licensee believes may affect the current terms and conditions of this License.

7.3. Purpose. The purpose of the meetings set forth in this Section is to use best efforts to reach mutually acceptable agreement for recommendation to the City Council for proposed action on amendments to this License to relieve the City or Licensee from any commercial impracticability that arises during the term of this License. This Section 7 is intended to facilitate a process whereby the parties may reach a mutually acceptable agreement to amend this License, but does not require that this License be amended. In the event a mutually acceptable agreement cannot be reached, either party may utilize any and all remedies provided at law or in equity.

8. Line Extension. This License incorporates by reference Section 50-112 of Chapter 5.10 of the City Code.

9. Service Drops.

9.1. Standard Drop. Licensee shall make Cable Service available to any single-family residence or any commercial establishment within the City at the standard connection charge if the connection requires a Standard Drop.

9.2. Bulk Billing. Licensee may offer bulk billing service, but may not require a bulk billing agreement as a condition of providing service.

9.3. Timing. Absent a showing by Licensee to the City Manager of unusual circumstances, including without limitation Public Street crossings, any Standard Drop to any single-family residence shall be accomplished within ten days of the request for service.

10. Construction Requirements.

10.1. Construction and Technical Standards. Licensee shall construct, install, operate, and maintain its system in a manner such that it operates at all times consistent with all laws, the construction standards of the City, and the FCC Rules and Regulations, Part 76 SubPart K (Technical Standards), as amended from time to time. In addition, the City may at any time conduct independent measurements and inspection of the Cable System. If inaccurate proof of performance reports is shown to have been the result of Licensee's willful neglect, the Licensee shall pay the costs reasonably incurred by the city in obtaining independent verification of technical compliance with all standards.

10.2. Construction, installation, and maintenance of a Cable System shall be performed in an orderly and professional manner and adhere to the City standards relative to underground facilities. All cables and wires shall be installed underground, and where possible, parallel with

and in a manner similar to the installation of electric and telephone lines, so long as such lines are underground. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. Installations shall be in conformance with all applicable codes including property maintenance codes, the subdivision code and design guidelines approved by the City. Licensee must at all times comply with applicable sections of all current codes, ordinances, and standards in effect at the time of permitting.

10.3 Utility Locating System. Licensee shall participate in the regional one-call utility locating system (Blue Stake).

10.4 Resident Notification of Construction Activity Required. Licensee shall provide sixty (60) day advance notice to all affected residents before system construction crews enter the right-of-way adjacent to their property; provided that Licensee shall not be required to provide such notice in emergencies or for normal system repair and maintenance work.

11. Emergency Service. In accordance with the provisions of FCC Rules and Regulations Part 11, Subpart D, Section 11.51(h)(1), as they may from time to time be amended, Licensee shall install and maintain an Emergency Alert System and shall transmit all Emergency Act Notifications and Emergency Act Terminations relating to local and state-wide situations as may be designated to be an emergency by the Local Primary, the State Primary and/or the State Emergency Operations Center, as those authorities are identified and defined within FCC Rules and Regulations, Part 11.

12. Use of Public Streets.

12.1. Location of Licensee's Property. Any poles, wires, cable lines, conduits, or other properties of Licensee to be constructed or installed in Public Streets shall be so constructed or installed only at such locations and in such manner approved by the City consistent with the City's technical and permitting regulations. Licensee or its authorized contractors will obtain, any required permits before any physical work is done in the City's rights-of-way or on City-owned property.

12.2. Undergrounding.

12.2.1. Unless otherwise provided in this License, all new Licensee facilities in the Public Streets or in any public or private easement shall be located in accordance with the City's subdivision regulations and design guidelines, as they may be amended from time to time. Nothing contained in this Section requires Licensee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, stand-by and other power supplies, network reliability units, pedestals, or other related equipment.

12.2.2. In the event Licensee extends new service into an area the Licensee will underground all facilities in accordance with Section 12.2.1. Where there are existing poles, Licensee may use such poles for its facilities, subject to agreement with the pole owner. No underground facilities may be moved to poles. Licensee may not

install any poles. Licensee's existing overhead facilities may remain on poles subject to the requirements of Section 12.2.3 below.

12.2.3. Licensee's aerial facilities shall be placed underground as set forth below.

12.2.3.1. Where aerial facilities of other utilities in the same span are placed underground at the cost of such other utility, Licensee shall concurrently (or earlier) place its existing aerial facilities underground at its own expense.

12.2.3.2. Where aerial facilities of other utilities in the same span are placed underground at the cost of the City or a third party, such as a developer, Licensee shall concurrently (or earlier) place its existing overhead facilities underground only if (a) the cost of such undergrounding is paid by the City or such third party and (b) Licensee receives timely notification of the undergrounding of such other utility lines and opportunity to participate in joint trench with such other utility(ies). In the event that Licensee is not notified and given reasonable opportunity to participate in a joint trench with other utility(ies), Licensee will not be required to place its facilities underground at a later date unless the cost of such undergrounding is in excess of the cost to participate in the joint trench and is borne by the entity charged with providing Licensee notice of the joint trench opportunity.

12.2.4. The City shall notify utilities or developers of their obligation to provide Licensee with notice of the issuance of building or development permits for planned commercial/residential/industrial/public developments within the City requiring undergrounding of cable facilities. The City shall require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give Licensee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by Licensee at least ten (10) business days before availability.

12.2.5. All new underground wires or cable placed by Licensee after the effective date of this License shall be placed in conduit except for service drops.

12.3. Emergency Work. The City reserves the right to move any portion of Licensee's equipment and facilities as may be required in any emergency as determined by the City without liability for interruption of Cable Service. However, before taking any action pursuant to this Section, the City shall provide, whenever feasible, reasonable notice to Licensee of the emergency to allow Licensee the opportunity to protect and repair Licensee's facilities involved in the emergency.

12.4. Temporary Removal for Building Improvements. Licensee, on the written request of any Person holding a building moving permit issued by the City, shall temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising, or lowering of wires shall be paid to Licensee by the Person requesting the same, and

Licensee shall have the authority to require such payment in advance. Licensee shall be given not less than ten (10) days advance notice to arrange for such temporary wire changes.

12.5. Changes Required by Public Improvements. Licensee shall from time to time protect, support, temporarily dislocate, temporarily or permanently, as may be required, remove or relocate, any facilities installed, used, or maintained under this License, if and when (a) made necessary by any lawful change of grade, alignment, or width of any Public Street, by the City or (b) made necessary by any City improvement or alteration in, under, on, upon, or about any Public Street, when such improvement or alteration is being conducted by the City for a governmental purpose or is made necessary by traffic conditions, public safety, Public Street vacation, or any other public project or purpose by the City. Such removal or relocation shall be paid for by Licensee; provided, however, that Licensee shall have substantially the same obligations with respect to the cost of such relocation as all other users of the public rights-of-way. If any portion of the removal or relocation costs of other users of the public rights-of-way is being borne by a third party, the City will use its best efforts to work with Licensee and such third party to ensure that the third party bears the cost of removal or relocation of Licensee's facilities to the same extent that it is covering such costs of removal or relocation of the facilities of other users of the right-of-way. To the extent that public funds are available to compensate utilities and other affected rights-of-way users for the costs of such location, Licensee shall be entitled to receive such funds on an equal basis with all other utilities and users.

12.6. Notification to Licensee. In an effort to alert Licensee to all potential areas where Licensee's facilities may be installed, the City shall include Licensee as a "check-off" participant in the permitting process and on all relevant permits or other forms that will provide developers or contractors with notice to contact Licensee and provide Licensee the opportunity to participate in joint trench or joint facility placement opportunities.

12.7. Street Repair. If Licensee causes damage to pavement, sidewalks, driveways, landscaping, or other property during construction, installation, or repair of its facilities, Licensee or its authorized agent shall replace and restore such places to the condition that existed before the damage occurred. All repair and restoration necessary to meet the requirements set forth in this Section shall be at Licensee's expense and in a manner and time acceptable to the City. Upon failure of the Licensee to complete any work required by law, or by the provisions of this License, to be done in any street, within 10 days following due notice and to the satisfaction of the city manager, the city may, at its option, cause such work to be done through its own forces or through a hired contractor, and the Licensee will pay to the city the cost thereof in the itemized amounts reported by the city manager to the Licensee within 15 days after receipt of such itemized report. Or, at the city's option, the city may demand the estimated cost of such work and be paid by Licensee within 15 days of the demand. Upon award of contract thereof, Licensee will pay within 15 days of demand any additional amounts necessary to provide for the cost of such work. Upon completion of the work, Licensee will pay city, or city will refund Licensee, the sums so that the total received and retained by the city will equal the cost to the city for the work. The term "cost," as used in this Section will include fifteen percent (15%) of all other costs for its own personnel and equipment and materials or for a contractor to compensate the city for its overhead, including inspection and supervision, and any interest

charges incurred by the city arising out of the Licensee's late payment to the city under this section.

12.8. Permitting.

12.8.1. For all permits applied for by Licensee, the City agrees to act timely and in any event in accordance with any timelines established by the City for permit issuance. Where Licensee identifies changes after the issuance of a permit and during construction, Licensee shall apply for a permit revision as required by City guidelines; provided, however, that upon the approval of the City Engineer or designee Licensee may continue construction while waiting for approval of the revised permit.

12.8.2. To facilitate coordination with the City on review, prioritizing and issuance of permits, Licensee shall apply for and process permits through a centralized office of Licensee established for that purpose. When this office identifies to the City a non-emergency but atypically time-sensitive permit that requires processing and issuance more surely or swiftly than under City's customary timelines, City agrees to use its best efforts to review and issue the permit.

12.8.3. Upon the Effective Date of this License the City shall grant to Licensee a maintenance permit for a period of one year. This maintenance permit shall cover Licensee's access to its existing facilities within the License Area for the performance of work by Licensee where no excavation is involved.

12.8.4. While performing work under this maintenance permit, Licensee shall comply with all requirements of the City regarding traffic control, notice to the City, and related matters. This emergency permit shall be automatically renewed on each anniversary of the Effective Date of this License.

13. Subscriber Service Provisions.

13.1. Subscriber Service Standards. Licensee shall at all times satisfy FCC customer service standards, as amended from time to time by the FCC and the customer service standards set forth in Chapter 50 of the City Code. If there is a conflict among standards, the stricter standard will prevail, unless preempted by federal law.

13.2. Billing Practices. Licensee shall bill all Subscribers to its Cable System in a uniform manner, regardless of a Subscriber's level of service. In no case may any Subscriber be billed for service more than thirty days before receipt of such service. Payment may be due no sooner than the fifteenth day of each billing period, and the due date shall be listed on each bill. Bills shall be mailed no later than the first day of the billing period.

13.3. Subscriber Complaint Procedures. Licensee shall comply with the following Subscriber Complaint procedures.

13.3.1. Licensee shall ensure that all Subscribers have recourse to a satisfactory process to submit complaints. Licensee shall respond to all Subscriber Complaints within thirty (30) business days. Licensee shall establish and maintain a

written log listing all Subscriber Complaints. The written log shall include the name and telephone number, if given, of the Subscriber making the complaint and Licensee's action on the complaint. The log shall be maintained by Licensee for three years and, to the extent permitted by federal law, shall be available to the City Manager upon written notice and request for inspection.

13.3.2. Licensee shall provide, in writing, upon request of the City Manager, details from its written log relating to any Subscriber Complaint within five (5) business days.

13.4. Subscriber Solicitation Procedures.

13.4.1. All Licensee personnel, agents, and representatives, including subcontractors, shall wear a cable uniform or clearly display a photo-identification badge when acting on behalf of Licensee in the City.

13.4.2. Licensee shall afford each Subscriber of the Cable System a three-day right of rescission for ordering installation of Cable Service from the System provided that such right of rescission will end when physical installation of Cable System equipment on such Subscriber's premises begins.

13.5. Disconnection and Termination of Cable Services. Licensee shall only disconnect or terminate a Subscriber's Cable Service for good and just cause. In no event may Licensee disconnect Cable Service for nonpayment without prior written notification to the affected Subscriber at least seven (7) days before such disconnection or termination. In no event may such disconnection or termination for nonpayment occur in less than thirty (30) days after a Subscriber's failure to pay a bill when due. If Licensee improperly discontinues Cable Service to any such Subscriber, upon request it shall provide free reconnection to the Cable System to such Subscriber.

13.6. Rights of Individuals. Licensee may not deny Cable Service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, sex, age, or disability; provided, however, that Licensee may not be required to provide Cable Services to any Person who does not pay the applicable line extension connection fee, fees for drops in excess of Standard Drops, and/or Cable Service charge(s). Licensee shall comply at all times with all other applicable federal, state, and local laws and regulations, as amended from time to time, relating to nondiscrimination.

14. Inspection of Records.

14.1. Inspection of Records. At all reasonable times as related to determination of License compliance, Licensee shall permit any duly authorized representative of the City to examine any and all financial records kept or maintained by Licensee or under its control that reasonably relate to Licensee's accurate payment of License Fees.

14.2. Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations include and are limited to information that reasonably relate to Licensee's accurate payment of License Fees. This does not include personally identifiable

Subscriber information without the Subscriber's consent in violation of Section 631 of the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. Section 551.

14.3. **Maps.** Licensee shall at all times make and keep full and complete plans and records showing the exact location of all Cable System equipment installed or in use in Public Streets, and other places in the City and make them available to the City for review upon request. Upon request, Licensee shall provide the City Manager route maps or sets of maps drawn to scale, showing the location of Licensee's underground and above ground facilities.

15. **Indemnification.** The License incorporates by reference Section 50-203(a) of Chapter 5.10 of the City Code.

16. **Insurance.** Licensee shall maintain in full force and effect, at no cost and expense to the City, during the term of this License, commercial general liability insurance in the amount of three million dollars combined single limit for bodily injury and property damage. The City shall be designated as an additional insured. Such insurance will not be cancelable except upon thirty days prior written notice to the City. Licensee shall provide annually, a certificate of insurance showing evidence of the coverage required by this Section. Licensee may self-insure the above-described policy coverages if Licensee or its parent is of sufficient financial standing to provide such insurance.

17. **Letter of Credit.**

17.1. **Amount; Purpose.** Within thirty days after the effective date of this License, Licensee shall deposit with the City an irrevocable letter of credit in an amount not to exceed five thousand dollars (replenishable as specified in Section 17.3 below) issued by a federally insured commercial lending institution. The form and substance of said letter of credit will be used to assure (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any agency, commission, board, department, division, or office of the City having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the Cable System, including cost of removal or abandonment of any of Licensee's property.

17.2. **Drawing on Letter of Credit.** The letter of credit may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Licensee has been found, pursuant to Sections 18 through 21 below, to have failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

17.3. **Replenishing.** The letter of credit shall be structured in such a manner so that if the City at any time draws upon the letter of credit, upon notice to Licensee by the issuing lending institution, Licensee shall immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of

the City's draft; provided, however the maximum amount available to be drawn on this letter of credit for any one event shall not exceed the amount of the License Fee paid to the City the previous year. The intent of this Section is to make available to the City at all times a letter of credit in the amount of five thousand dollars.

18. Liquidated Damages.

18.1. Liquidated Damages. The Licensee understands and agrees that failure to comply with any time and performance requirements in this License or Chapter 50 of the Code of Ordinances, will result in damage to the City, and that it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance; therefore, the parties hereby agree to the liquidated damages specified below. The following amounts per day or part thereof may be chargeable to the Letter of Credit for the following concerns:

- a) Failure to commence, progress, and complete the Cable System construction or reconstruction in accordance with this License and the attached Exhibits, unless the City Council specifically approves the delay by motion or resolution - \$500.00 per day;
- b) Each failure to provide Cable Service within the time(s) specified - \$50.00 per day;
- c) Each failure to properly restore the public right-of-way or to connect related violations of specifications, code, ordinance or standards within seven (7) working days or having been notified by the City to correct such defects - \$200.00 per day. Such liquidated damages shall be in addition to any cost the City may incur to restore the right-of-way or correct the violation;
- d) Each failure to comply with Subscriber service standards of Section 13 \$100.00 per day;
- e) Each failure to test, analyze and report on the performance of the system pursuant to Section 10.1 - \$100.00 per day;
- f) Failure to comply within three months after adoption of a resolution by the City Council determining that Licensee has failed to comply with operational, maintenance or technical standards - \$500.00 per day;
- g) Each failure to provide or perform the Access Channel requirements specified in this License - \$100.00 per day;
- h) Failure to provide, in a continuing manner, the broad categories of programming specified in this License - \$350.00 per day;
- i) Any unauthorized partial or total transfer of this License - \$500.00 per day against the Licensee;

- j) Failure to cure any other violation of this License, following notice and opportunity to cure as specified in such notice - \$50.00 per day;
- k) Any other material action or non-action by the Licensee regarding a requirement of this License to which none of the above reasonably applies and for which damages cannot be estimated on a daily basis \$100.00 per day.

18.2. If the City Manager concludes that a Licensee is in fact liable for liquidated damages, the City Manager shall issue to Licensee by certified mail a Notice of Intention to Assess Liquidated Damages consistent with the procedure set forth in Section 50-206(b) of Chapter 50 of the City Code, which is hereby incorporated by reference.

19. **Administrative Hearing.** In the event that Licensee timely contests a notice of violation as set forth in Section 18 or an audit determination under Section 3.5.2 of this License, the city will proceed in accordance with Section 50-207 and 208 of the City Code.

20. **Revocation.**

20.1. **Process.** Revocation will be in accordance with Sections 50-207 through 209 of the City Code.

20.2. **Other Action.** The City may, at its sole discretion, take any lawful action that it deems appropriate to enforce the City's rights under this License in lieu of revocation of this License.

21. **Effect of Expiration, Revocation, or Termination of License.**

21.1. **Continuity of Service.** It is the right of all Subscribers to continue receiving Cable Service as long as their financial and other obligations to Licensee are honored. If this License expires or terminates, Licensee shall cooperate with the City to ensure continuity of Cable Service to all Subscribers for a period not to exceed ninety (90) days. Said period may be extended by written agreement between the City and Licensee. During such period, Licensee shall be entitled to the revenues for operating the Cable System.

21.2. **Other Services.** Upon expiration, revocation, or termination of this License for any reason, Licensee shall have one hundred eighty (180) days from the date of expiration, revocation, or termination to enter into good faith negotiations with the City or other governmental authority to obtain a license, permit, or other approval or agreement that may then lawfully be required in order to allow Licensee to continue using Licensee's facilities in the Public Streets for any lawful service other than Cable Service that Licensee may then provide over its facilities in the License Area.

21.3. **Holding Over.** In any circumstance whereby Licensee would continue to occupy the Public Streets after the expiration of this Agreement, such holding over shall be deemed to operate as a renewal or extension of this Agreement on a month-to-month basis that may be terminated at any time by the City upon sixty (60) days written notice to Licensee, or by Licensee upon sixty (60) days' written notice to the City.

22. Transfer.

22.1. Prior Consent.

22.1.1. Except as otherwise set forth below, Licensee's right, title, or interest in this License may not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with Licensee, without the prior consent of the City, such consent not to be unreasonably withheld. No consent is required for (a) a transfer to an entity controlling, controlled by, or under common control with Licensee or (b) a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Licensee in the License or Cable System in order to secure indebtedness.

22.1.2. Within thirty (30) days after receiving request for consent to a transfer for which City consent is required, the City shall notify Licensee in writing of any additional information it reasonably requires to determine the legal, financial, and technical qualifications of the transferee. If the City has not taken action on Licensee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the City will be deemed given.

22.2. Grant, Rent, or Lease. As long as a grant, rent, or lease of all or a portion of the Cable System does not amount to a transfer, Licensee in the normal course of providing Cable Services or other services such as telecommunications and information service over the Cable System may grant, rent, or lease use of the Cable System to other Persons. Any use by such persons shall be restricted to and consistent with such uses as Licensee or such person is authorized in this License or under other applicable law. Any such use shall be in compliance with applicable federal and state law. No such grant, rent or lease by Licensee will, however, relieve Licensee of any requirement or obligation under this License as to its use of the Public Streets.

23. Controlling Authorities.

23.1. Local Ordinances and Guidelines. Licensee agrees to comply with the terms of any lawfully adopted generally applicable local ordinances and guidelines, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations placed upon Licensee that are contained in this License.

23.2. Chapter 50 Telecommunications. Notwithstanding Section 23.1, to ensure this license agreement is in accord with Chapter 50 of the City Code, any and all provisions of Chapter 50, including but not limited to all obligations, rights, or duties of either party, not in direct conflict with the express provisions of this agreement are hereby included by reference.

23.3. Federal and State Laws. This License is subject to and shall be governed by all requirements of the Cable Act; Arizona Revised Statutes Sections 9-505 through 9-510, as amended; and other federal and state laws and regulations governing cable communications. In a conflict between the terms and conditions of this License and the terms and conditions on which the City can grant a license, federal and state law shall control.

24. Licensee's Representations and Warranties.

24.1. Authority. Licensee represents and warrants that it has the power and authority to enter into this License by and through the representative who has signed this License on its behalf, and that it has the power and ability to do all the acts required of it by this License.

24.2. Misrepresentation. Licensee has not misrepresented or omitted material facts, has not accepted this License with intent to act contrary to the provisions herein, and represents and warrants that, as long as it operates the Cable System, it will be bound by the terms and conditions of this License or a subsequently issued license.

24.3. Attorneys. Licensee further acknowledges that it was represented throughout the negotiations of this License by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding this License.

25. Confidentiality.

25.1. Protection of Confidential Information. To the fullest extent permitted by law, the City agrees to treat on a confidential basis any Confidential Information disclosed by Licensee to the City. The City shall not use the Confidential Information for any purpose whatsoever other than in connection with its rights and obligations under this License. The City shall safeguard the Confidential Information using measures that are equal to the measures used to safeguard its own confidential information of comparable value, but in no event less than reasonable care.

25.2. Disclosure to Representatives. Disclosure of Licensee's Confidential Information by the City shall be limited to only those of its employees, representatives, or agents that have a need to know, and that are in a confidential relationship with the City, who are informed by the City of the confidential nature of the Confidential Information, and who agree to act in accordance with the terms and conditions of this Section.

25.3. Disclosure Required by Law. In the event that the City becomes legally compelled to disclose any of the Confidential Information, the City shall provide Licensee with prompt notice so that Licensee may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section. In the event that such protective order or other remedy is not obtained, or that Licensee waives compliance with the provisions of this Section, the City shall furnish only that portion of the Confidential Information that the City is advised by opinion of counsel is legally required and the City shall exercise its best efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information by the person to whom it is disclosed.

26. Miscellaneous.

26.1. Filings. When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the office of the City Clerk.

26.2. Force Majeure.

26.2.1. Licensee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation, or revocation of this License) where such alleged noncompliance or default occurred or was caused by an act of God, an act or omission of governmental military or civilian authority, strike or lockout, riot, epidemic or quarantine, war, earthquake, fire, flood, tidal wave, unusually severe rain, wind, or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, terrorist acts or judicial order or regulation or other circumstances that could not have been avoided through Licensee's exercise of reasonable care, prudence and diligence. This provision includes work delays caused by waiting for utility providers to service or monitor their own above-ground or underground facilities to which Licensee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

26.2.2. Furthermore, the parties hereby agree that it is not the City's intention to subject Licensee to penalties, fines, forfeitures, or revocation of the License for so-called "technical" breach(es) or violation(s) of this License, which include but are not limited to instances or for matters where a violation or a breach by Licensee of the License was good faith error that resulted in no or minimal negative impact on the Subscribers within the License Area.

26.3. Severability. If any Section, sentence, paragraph, term, or provision of this License or any ordinance, regulation, law, or document incorporated herein by reference is held to be illegal, invalid, unconstitutional, or unenforceable, by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions hereof all of which shall remain in full force and effect for the term of this License.

26.4. Notice. Unless otherwise provided for in this License, all notices to be given hereunder shall be given in writing and may be hand delivered or given by certified first class mail, postage prepaid addressed to the parties at the addresses set forth below. Such notices will be deemed served and effective when delivered to the designated persons listed below during ordinary business hours or on the date of delivery by U.S. Mail registered or certified return receipt requested.

To Licensee:

Cox Communications Arizona, LLC
1550 West Deer Valley Road Building C
Phoenix, Arizona 85027
Attn: Senior VP & Region Manager - Southwest

With a copy, which is not notice, to:

Cox Communications, Inc.
6205-B Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attn: Government Affairs

To the City:

City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attn: City Manager

26.5. Governing Law; Venue. The provisions of this License are subject to applicable federal law, including but not limited to the Cable Act and the rules, regulations, and orders of the FCC, and are also subject to state law not in conflict with such federal law. In the event of any conflict between the provisions of this License and such state or federal law, the provisions of such state or federal law shall prevail. Proper venue is exclusive to the Superior Court of Maricopa County or the United States District Court for the District of Arizona.

26.6. Headings. The headings contained herein are intended solely to facilitate the reading thereof. Such headings shall not affect the meaning or interpretation of the text herein.

26.7. Integration; Acquired Licenses. This License constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, drafts, discussion outlines, correspondence, memoranda, or otherwise regarding the subject matter hereof. This License hereby preempts and cancels any other license agreements granted by the City that are acquired by Licensee through the purchase or acquisition of other Cable Systems and/or cable operators. Upon completion of an acquisition, the terms of this License shall govern Licensee's newly acquired Cable System(s) or cable operation(s).

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this License on the dates below to take effect retroactively as of the 1st day of September, 2014.

CITY OF SURPRISE

By: _____
Sharon Wolcott, Mayor Date

ATTEST:

Sherry Ann Aguilar, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

COX COMMUNICATIONS ARIZONA, LLC
A Delaware limited liability company

By: John L. Wolfe 5/12/16
John L. Wolfe Date
Senior VP and Region Manager - Southwest

RESOLUTION #2016-78

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SURPRISE, GRANTING TO COX COMMUNICATIONS ARIZONA, LLC, THE NON-EXCLUSIVE LICENSE TO USE PUBLIC STREETS, ROADS, AND ALLEYS FOR THE CONSTRUCTION, OPERATION AND MAINTAINANCE OF A CABLE TELEVISION SYSTEM; AND IMPOSING CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE OF THE PUBLIC RIGHT OF WAY AND THE CONTRUCTION, OPERATION AND MAINTENANCE OF THE CABLE TELEVISION SYSTEM.

WHEREAS, Cox Communications Arizona, LLC has requested the renewal of its current license to construct, operate and maintain a cable television system within the corporate boundaries of the City of Surprise;

WHEREAS, the Mayor and Council are authorized by A.R.S. § 9-505 et seq. and 47 U.S.C. §§ 521 et seq., to grant a non-exclusive license for the construction, operation and maintenance of a cable system over the public rights-of-way by resolution;

WHEREAS, the Mayor and Council have determined that it will be beneficial to grant said renewal to Cox Communications Arizona, LLC to encourage and promote continued construction, operation and maintenance of Cox Communications Arizona, LLC's cable television system infrastructure within the City; and

WHEREAS, the City has provided notice and conducted a public hearing in compliance with A.R.S. § 9-507(B).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Surprise, Arizona, that a license, subject to the terms and conditions of the Cable Television License Agreement attached as Exhibit A and incorporated by reference, for Cox Communications Arizona, LLC to construct, operate, and maintain a cable system is hereby approved.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

APPROVED AND ADOPTED this _____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A
[License Agreement]

COX COMMUNICATIONS ARIZONA, LLC
CITY OF SURPRISE
CABLE TELEVISION LICENSE AGREEMENT
June __, 2016
(as of September 1, 2014)

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CABLE TELEVISION LICENSE AGREEMENT

This Cable Television License Agreement (the "License") is made and entered into as of the date of the last signature as indicated herein, by and between the City of Surprise (the "City") and Cox Communications Arizona, LLC, a Delaware limited liability company ("Licensee").

RECITALS

- A. The City is authorized to grant, renew, deny, and terminate Licenses for the installation, operation, and maintenance of Cable Systems and otherwise regulate Cable Services within the City boundaries by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way, and by other City powers and authority.
- B. Upon the expiration of the original term of the Existing License, issued to Licensee's predecessor CoxCom, Inc., a Delaware corporation, Licensee and the City desire to enter into a new license to provide Cable Services within the City.
- C. The City has reviewed Cable Service in the City, including but not limited to a review of Licensee, Licensee's record of service in the City, Licensee's facilities, the cable-related community needs of the City for both the present and future, Licensee's ability to carry out its commitments, and Licensee's overall financial, legal, and technical qualifications to hold a license from the City.
- D. Based on such review, the City hereby finds that it would serve the public interest to grant a license on the terms and conditions hereinafter set forth, and Licensee agrees to obtain a license under these conditions.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. **Definitions.** For the purposes of this License, the following terms, phrases, words, abbreviations, and their derivations have the meaning given herein, notwithstanding any conflicting definition in Chapter 50 of the City Code. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, not merely directory. All references to days are to calendar days, unless otherwise specified.

1.1. "Affiliate" means any Person who owns or controls, is owned by or controlled by, or is under common ownership or control with Licensee.

1.2. "Cable Act" means the Cable Communications Policy Act of 1984, as amended, including the Telecommunications Act of 1996.

1.3. "Cable Service" means the transmission to Subscribers of video programming or other programming services and Subscriber interaction, if any, that is required for the selection or use of the video programming or other programming services.

1.4. "Cable System" means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services, that includes video programming, and that is provided to multiple Subscribers within the City, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with 47 U.S.C. § 653; or (e) any facility of an electric utility used solely for operating its electric utility systems. Any reference to Licensee's Cable System refers to the Cable System as a whole or any part thereof. As used above, "interactive on-demand services" means a service providing video programming to Subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider.

1.5. "City Building" means a building that is both (a) occupied by the City or owned by the City and (b) used for municipal purposes.

1.6. "City Channels" means the Government Channels, Education Channels, and Additional Channels for City use. These are used interchangeably with PEG Channels.

1.7. "City Council" means the present governing body of the City or any future body constituting the legislative body of the City.

1.8. "City Manager" means the City Manager or the City Manager's designee.

1.9. "Competitor" means any Person entering into the Public Streets for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the License Area, including by means of an "open video system" (as such term is defined in the Cable Act).

1.10. "Confidential Information" means any and all technical data, materials, reports, and other information owned by or developed by, or on behalf of Licensee and/or its Affiliates, any information that relates to the Cable System, and any and all financial data and information relating to Licensee's business, that Licensee discloses in writing, orally, visually, or through some other media, or that the City learns or obtains through observation, analysis, compilation, or other study of such information, data, or knowledge, except any portion thereof that (a) is known to the City at the time of the disclosure, as evidenced by its written records and was not acquired by the City on a confidential basis; (b) is disclosed to the City by a third party having a right to make such disclosure; (c) becomes published, or otherwise publicly known through no

fault of the City; or (d) is independently developed by or for the City without use of Confidential Information disclosed hereunder as evidenced by its written records.

1.11. "Existing License" means the License Agreement dated October 14, 1999, by and between CoxCom, Inc. and the City.

1.12. "FCC" means the Federal Communications Commission or its designated representative.

1.13. "Gross Revenues" shall have the meaning set forth in A. R. S. Section 9-505(6) and any amendments thereto. The definition of "Gross Revenue" contained in Section 5-19 of the City Code is no longer applicable. By operation of law, the license fee paid to the City under the terms of this License shall be the maximum allowed pursuant to state law.

1.14. "License Area" means the current incorporated boundaries of the City and any future annexed area.

1.15. "License Fee" means the fee set forth in Section 3 of this License.

1.16. "MDU" means any adjacent building(s) such as apartments under common ownership containing more than four dwelling units used as living quarters.

1.17. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Subscribers.

1.18. "Normal Operating Conditions" means those service conditions that are within Licensee's control including, but not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Those conditions that are not within Licensee's control include, but are not limited to, natural disasters, civil disturbances, utility company power outages, telephone network outages, and severe or unusual weather conditions.

1.19. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

1.20. "Public Street" means only a street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, right-of-way, or drive that is owned by a public entity in fee or as to which a public easement has been dedicated for street purposes, and with respect to which, and to the extent that, City has a right to grant the use of the surface of, and space above and below in connection with this License for the Cable System, or other compatible uses; provided, however, a requirement that Licensee also obtain a permit from another government agency or entity to use of street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, right-of-way, or drive does not mean that such street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, right-of-way, or drive is not a Public Street.

1.21. "Standard Drop" means a cable connection that requires no more than a 150 -foot drop measured from the nearest point of a Subscriber's home or place of business to the nearest existing technically feasible point on the Cable System from which an individual Subscriber can

be connected to the Cable System. A Standard Drop involves only one outlet and standard materials. A Standard Drop does not include the following (the cost of which may be assessed directly to the Subscriber): (a) a wall fish; (b) custom installation work, including specific Subscriber-requested work that requires non-standard materials or cable routing that requires construction methods exceeding reasonable underground or aerial work; or (c) the cost of any equipment or construction modifications necessary to provide an adequate signal over the Standard Drop to the Subscriber's residence.

1.22. "Subscriber" means any Person lawfully receiving the Cable Services of Licensee's Cable System.

1.23. "Subscriber Complaint" means any written or oral complaint by a Subscriber to the City that the Subscriber did not receive the Cable Service that the Subscriber requested consistent with the requirements of this License.

2. Grant of Authority to Operate; Term.

2.1. Grant of Authority. The City hereby grants to Licensee the right and authority to operate a Cable System in the City and for that purpose to erect, install, solicit, construct, repair, replace, rebuild, reconstruct, maintain, and retain in, on, over, upon, across, and along any Public Streets such poles, wires, cable fiber optics, conductors, ducts, conduit, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units, and other property or equipment as may be necessary or appurtenant to the Cable System; and, in addition, so to use, operate, and provide similar facilities or properties rented or leased from other Persons, including but not limited to any public utility or other entity licensed or permitted to do business in the City. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

2.2. Competitive Parity.

2.2.1. Licensee's right to use and occupy the Public Streets in the City for the purpose herein provided shall not be exclusive. However, the City agrees not to allow any person to enter into the Public Streets for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the License Area, including by means of an "open video system" (as such term is defined in the Cable Act), without first obtaining a permit, license, authorization, or other agreement from the City or such other governmental entity then entitled to grant such permit, license, authorization, or other agreement.

2.2.2. The material provisions of the agreement under which any Competitor is authorized to enter the Public Streets shall be reasonably comparable to those contained herein, and the obligations imposed on Licensee shall be no less burdensome nor more favorable than the obligations imposed upon such Competitor, in order that one operator not be granted an unfair competitive advantage over another.

2.3. Prior Occupancy. Any privilege claimed under this License by Licensee in any Public Street or other public property is subordinate to any (a) prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, (b) prior lawful

occupancy or use thereof by any other Person, and (c) prior easements therein; provided, however, that nothing herein extinguishes or otherwise interferes with property rights established independently of this License.

2.4. Term. This renewal and grant of authority runs for a term of fifteen years, effective as of 12:00 am, September 1, 2014, and ending at 11:59 pm, August 31, 2029.

3. License Fee.

3.1. License Fee. Licensee shall pay to the City a License Fee in an amount equal to five percent (5%) of Licensee's Gross Revenues during the term of this License.

3.2. Offsets. Licensee is entitled to offset against License Fees due to the City the following.

3.2.1. Any amounts Licensee paid to the City during the prior quarter in privilege license taxes; provided, however, that Licensee is not entitled to offset to the extent that Licensee made payments of privilege license taxes on any gross income (within the meaning of the privilege license tax ordinance) that is not included in Gross Revenues.

3.2.2. Waiver. To the extent mandated by A.R.S. § 9-506(C), the City will waive the fees and charges related to Licensee's use of the public streets, roads, and alleys.

3.3. Payment of License Fees. The payment of the License Fee shall be made quarterly by delivery to the City Manager on or before the thirtieth day of the month following the end of each calendar quarter, with a fifteen-day grace period. Each License Fee payment shall be accompanied by a written report to the City, verified by an authorized Licensee representative, containing an accurate statement in summarized form of Licensee's Gross Revenues and the computation of the payment amount under Sections 3.1 and 3.2.

3.4. Interest. If License Fees are not paid in accordance with Section 3.3 above, the City will impose interest and penalties in accordance with City Code Section 50-75(c), as may be amended from time to time.

3.5. License Fee Audit.

3.5.1. Upon written notice to Licensee, the City may inspect Licensee's records of Gross Revenues, and the City and Licensee each have the right to audit and to recompute any amounts determined to be payable under this License; provided, however, that such audit must take place within thirty-six months following the close of Licensee's fiscal year for which the audit is desired.

3.5.2. Upon completion of an audit, the City shall provide Licensee with written notice including a copy of the audit report and setting forth any additional amounts due to the City identified in the audit. Licensee shall contest or pay any deficiency within thirty days following such written notice; provided, however, that

Licensee will not be required to pay such deficiency until thirty days after completion of the administrative hearing process if Licensee commences such process pursuant to Section 19. If there is a deficiency in the payment of License Fees to the City of ten percent or more, the City may assess the cost of the audit to Licensee.

3.5.3. Licensee may recover overpayment(s) of License Fees by taking credits of up to one-hundred percent of each subsequent quarterly License Fee payment due to the City until Licensee has recouped the full amount of the overpayment, without interest.

4. City Channels.

4.1. PEG Channels. In accord with A.R.S. § 9-506(D)(1) and 47 U.S.C. § 531, Licensee will provide, at no cost to the City, two channels in the basic service tier and two channels in the digital tier of the Cable System for use by the City for non-commercial, public, educational or governmental ("PEG Channels") programming.

4.2. Point of Origin. The PEG Channels shall each originate from a studio designated by the City within the corporate limits of the City. Licensee shall maintain the connection to the Cable System necessary for each of the PEG Channels to originate from this location at no cost to the City. If the City elects to relocate the point of origination for any of the PEG Channels, the City shall bear the entire cost of such relocation

4.3. High Definition Broadcasting. At any time during the term of this License, and upon request by the City, Licensee agrees to meet and discuss in good faith the terms and conditions of a mutually agreeable amendment to this License pertaining to broadcasting one or more of the PEG Channels in High Definition Format. If at that time, Licensee is broadcasting another Arizona licensing authority's PEG channels in High Definition Format, then the amendment will include terms and conditions in parity with those afforded the other licensing authority.

4.4. Maintenance of Equipment. Licensee shall provide at no charge to the City prompt and regular periodic maintenance and replacement of any cables, amplifiers, and other distribution equipment owned by Licensee and used for the PEG Channels. The City shall provide and operate and maintain at its expense all other equipment and facilities necessary for operation of the PEG Channels.

4.5. Downstream Programming. Licensee shall have no duty to provide Downstream Programming from another City.

4.6. Programming Guide. At such time as in Licensee's sole discretion it becomes feasible, Licensee shall provide City the ability to list programming information associated with its City Channels within Licensee's programming guide. All related expenses and technical support associated with utilizing and maintaining the use of the channel guide for this purpose shall be the responsibility of the City.

4.7. High Definition Format. For purposes of this License, "High Definition Format" and "HD" mean a display resolution of at least 1080 lines (interlaced) that is supported by

Licensee on the Cable System, including the Cox terminal device(s) provided to Subscribers for HD use. If during the Term of this License Licensee introduces any advanced video format other than HD on its Cable System ("Advanced Format"), then Licensee agrees, upon request of the City, to meet and discuss in good faith the terms of a mutually agreeable amendment to this License pertaining to broadcasting one or more of the City's PEG Channels in same.

4.8 Unused Capacity. Licensee may utilize unused City Channel capacity for any purpose

5. Services to the City.

5.1. Service to City Buildings. In accordance with ARS 9-506(D)(3), Licensee shall provide at no charge to the City Licensee's Basic tier of service to City Buildings provided that such locations are within the Standard Drop length of the nearest technically feasible point of interconnection to the Cable System, as determined by Licensee.

5.2. Drops to City Buildings. If making service available to a City Building requires no more than a Standard Drop, Licensee shall make service available without charge to City Buildings absent a showing by Licensee to the City Manager of unusual circumstances, which include without limitation street crossings or plant extensions. Any Standard Drop to any City Buildings shall be accomplished within ten days of the written request for service.

6. Required Service; System Design and Capacity.

6.1. System Design. The Cable System, as installed, uses a hybrid fiber optic/coaxial cable network. The Cable System is built so that fiber is provided to all neighborhood nodes. Extending from each optic site is radio frequency coaxial cable.

6.2. System Capacity. The channel capacity of the Cable System is expandable as future needs arise. At a minimum, system capacity with the capability and characteristics of 750 MHz system must be available for signal transmission on the Cable System.

7. Changes in Cable Technology.

7.1. Periodic Meetings. The City and Licensee will meet upon the written request of either to discuss changes in Broadband and Communications cable television laws, regulations, technology, competing services, the needs of the community, and other factors impacting cable television. The frequency of such meetings shall not exceed three (3) years. As a result of these discussions, this License may be modified by mutual agreement of the City and Licensee to respond to a change in laws, regulations, technology, competing services, the needs of the community, or other factors affecting cable television.

7.2. Certain Conditions. If any of the following conditions occur, and upon written request of either Licensee or the City, the City Manager and Licensee will meet and discuss in good faith the terms of a mutually agreeable amendment to this License:

7.2.1. Cable Service similar to the Cable Service offered by Licensee is provided by any Competitor that is not subject to similar licensing requirements of the City; or

7.2.2. Any other significant event occurs, including but not limited to changes of federal or state law or a final non-appealable order or judgment by a court of competent jurisdiction, which either the City or Licensee believes may affect the current terms and conditions of this License.

7.3. Purpose. The purpose of the meetings set forth in this Section is to use best efforts to reach mutually acceptable agreement for recommendation to the City Council for proposed action on amendments to this License to relieve the City or Licensee from any commercial impracticability that arises during the term of this License. This Section 7 is intended to facilitate a process whereby the parties may reach a mutually acceptable agreement to amend this License, but does not require that this License be amended. In the event a mutually acceptable agreement cannot be reached, either party may utilize any and all remedies provided at law or in equity.

8. Line Extension. This License incorporates by reference Section 50-112 of Chapter 5.10 of the City Code.

9. Service Drops.

9.1. Standard Drop. Licensee shall make Cable Service available to any single-family residence or any commercial establishment within the City at the standard connection charge if the connection requires a Standard Drop.

9.2. Bulk Billing. Licensee may offer bulk billing service, but may not require a bulk billing agreement as a condition of providing service.

9.3. Timing. Absent a showing by Licensee to the City Manager of unusual circumstances, including without limitation Public Street crossings, any Standard Drop to any single-family residence shall be accomplished within ten days of the request for service.

10. Construction Requirements.

10.1. Construction and Technical Standards. Licensee shall construct, install, operate, and maintain its system in a manner such that it operates at all times consistent with all laws, the construction standards of the City, and the FCC Rules and Regulations, Part 76 SubPart K (Technical Standards), as amended from time to time. In addition, the City may at any time conduct independent measurements and inspection of the Cable System. If inaccurate proof of performance reports is shown to have been the result of Licensee's willful neglect, the Licensee shall pay the costs reasonably incurred by the city in obtaining independent verification of technical compliance with all standards.

10.2. Construction, installation, and maintenance of a Cable System shall be performed in an orderly and professional manner and adhere to the City standards relative to underground facilities. All cables and wires shall be installed underground, and where possible, parallel with

and in a manner similar to the installation of electric and telephone lines, so long as such lines are underground. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. Installations shall be in conformance with all applicable codes including property maintenance codes, the subdivision code and design guidelines approved by the City. Licensee must at all times comply with applicable sections of all current codes, ordinances, and standards in effect at the time of permitting.

10.3 Utility Locating System. Licensee shall participate in the regional one-call utility locating system (Blue Stake).

10.4 Resident Notification of Construction Activity Required. Licensee shall provide sixty (60) day advance notice to all affected residents before system construction crews enter the right-of-way adjacent to their property; provided that Licensee shall not be required to provide such notice in emergencies or for normal system repair and maintenance work.

11. Emergency Service. In accordance with the provisions of FCC Rules and Regulations Part 11, Subpart D, Section 11.51(h)(1), as they may from time to time be amended, Licensee shall install and maintain an Emergency Alert System and shall transmit all Emergency Act Notifications and Emergency Act Terminations relating to local and state-wide situations as may be designated to be an emergency by the Local Primary, the State Primary and/or the State Emergency Operations Center, as those authorities are identified and defined within FCC Rules and Regulations, Part 11.

12. Use of Public Streets.

12.1. Location of Licensee's Property. Any poles, wires, cable lines, conduits, or other properties of Licensee to be constructed or installed in Public Streets shall be so constructed or installed only at such locations and in such manner approved by the City consistent with the City's technical and permitting regulations. Licensee or its authorized contractors will obtain, any required permits before any physical work is done in the City's rights-of-way or on City-owned property.

12.2. Undergrounding.

12.2.1. Unless otherwise provided in this License, all new Licensee facilities in the Public Streets or in any public or private easement shall be located in accordance with the City's subdivision regulations and design guidelines, as they may be amended from time to time. Nothing contained in this Section requires Licensee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, stand-by and other power supplies, network reliability units, pedestals, or other related equipment.

12.2.2. In the event Licensee extends new service into an area the Licensee will underground all facilities in accordance with Section 12.2.1. Where there are existing poles, Licensee may use such poles for its facilities, subject to agreement with the pole owner. No underground facilities may be moved to poles. Licensee may not

install any poles. Licensee's existing overhead facilities may remain on poles subject to the requirements of Section 12.2.3 below.

12.2.3. Licensee's aerial facilities shall be placed underground as set forth below.

12.2.3.1. Where aerial facilities of other utilities in the same span are placed underground at the cost of such other utility, Licensee shall concurrently (or earlier) place its existing aerial facilities underground at its own expense.

12.2.3.2. Where aerial facilities of other utilities in the same span are placed underground at the cost of the City or a third party, such as a developer, Licensee shall concurrently (or earlier) place its existing overhead facilities underground only if (a) the cost of such undergrounding is paid by the City or such third party and (b) Licensee receives timely notification of the undergrounding of such other utility lines and opportunity to participate in joint trench with such other utility(ies). In the event that Licensee is not notified and given reasonable opportunity to participate in a joint trench with other utility(ies), Licensee will not be required to place its facilities underground at a later date unless the cost of such undergrounding is in excess of the cost to participate in the joint trench and is borne by the entity charged with providing Licensee notice of the joint trench opportunity.

12.2.4. The City shall notify utilities or developers of their obligation to provide Licensee with notice of the issuance of building or development permits for planned commercial/residential/industrial/public developments within the City requiring undergrounding of cable facilities. The City shall require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give Licensee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by Licensee at least ten (10) business days before availability.

12.2.5. All new underground wires or cable placed by Licensee after the effective date of this License shall be placed in conduit except for service drops.

12.3. Emergency Work. The City reserves the right to move any portion of Licensee's equipment and facilities as may be required in any emergency as determined by the City without liability for interruption of Cable Service. However, before taking any action pursuant to this Section, the City shall provide, whenever feasible, reasonable notice to Licensee of the emergency to allow Licensee the opportunity to protect and repair Licensee's facilities involved in the emergency.

12.4. Temporary Removal for Building Improvements. Licensee, on the written request of any Person holding a building moving permit issued by the City, shall temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising, or lowering of wires shall be paid to Licensee by the Person requesting the same, and

Licensee shall have the authority to require such payment in advance. Licensee shall be given not less than ten (10) days advance notice to arrange for such temporary wire changes.

12.5. Changes Required by Public Improvements. Licensee shall from time to time protect, support, temporarily dislocate, temporarily or permanently, as may be required, remove or relocate, any facilities installed, used, or maintained under this License, if and when (a) made necessary by any lawful change of grade, alignment, or width of any Public Street, by the City or (b) made necessary by any City improvement or alteration in, under, on, upon, or about any Public Street, when such improvement or alteration is being conducted by the City for a governmental purpose or is made necessary by traffic conditions, public safety, Public Street vacation, or any other public project or purpose by the City. Such removal or relocation shall be paid for by Licensee; provided, however, that Licensee shall have substantially the same obligations with respect to the cost of such relocation as all other users of the public rights-of-way. If any portion of the removal or relocation costs of other users of the public rights-of-way is being borne by a third party, the City will use its best efforts to work with Licensee and such third party to ensure that the third party bears the cost of removal or relocation of Licensee's facilities to the same extent that it is covering such costs of removal or relocation of the facilities of other users of the right-of-way. To the extent that public funds are available to compensate utilities and other affected rights-of-way users for the costs of such location, Licensee shall be entitled to receive such funds on an equal basis with all other utilities and users.

12.6. Notification to Licensee. In an effort to alert Licensee to all potential areas where Licensee's facilities may be installed, the City shall include Licensee as a "check-off" participant in the permitting process and on all relevant permits or other forms that will provide developers or contractors with notice to contact Licensee and provide Licensee the opportunity to participate in joint trench or joint facility placement opportunities.

12.7. Street Repair. If Licensee causes damage to pavement, sidewalks, driveways, landscaping, or other property during construction, installation, or repair of its facilities, Licensee or its authorized agent shall replace and restore such places to the condition that existed before the damage occurred. All repair and restoration necessary to meet the requirements set forth in this Section shall be at Licensee's expense and in a manner and time acceptable to the City. Upon failure of the Licensee to complete any work required by law, or by the provisions of this License, to be done in any street, within 10 days following due notice and to the satisfaction of the city manager, the city may, at its option, cause such work to be done through its own forces or through a hired contractor, and the Licensee will pay to the city the cost thereof in the itemized amounts reported by the city manager to the Licensee within 15 days after receipt of such itemized report. Or, at the city's option, the city may demand the estimated cost of such work and be paid by Licensee within 15 days of the demand. Upon award of contract thereof, Licensee will pay within 15 days of demand any additional amounts necessary to provide for the cost of such work. Upon completion of the work, Licensee will pay city, or city will refund Licensee, the sums so that the total received and retained by the city will equal the cost to the city for the work. The term "cost," as used in this Section will include fifteen percent (15%) of all other costs for its own personnel and equipment and materials or for a contractor to compensate the city for its overhead, including inspection and supervision, and any interest

charges incurred by the city arising out of the Licensee's late payment to the city under this section.

12.8. Permitting.

12.8.1. For all permits applied for by Licensee, the City agrees to act timely and in any event in accordance with any timelines established by the City for permit issuance. Where Licensee identifies changes after the issuance of a permit and during construction, Licensee shall apply for a permit revision as required by City guidelines; provided, however, that upon the approval of the City Engineer or designee Licensee may continue construction while waiting for approval of the revised permit.

12.8.2. To facilitate coordination with the City on review, prioritizing and issuance of permits, Licensee shall apply for and process permits through a centralized office of Licensee established for that purpose. When this office identifies to the City a non-emergency but atypically time-sensitive permit that requires processing and issuance more surely or swiftly than under City's customary timelines, City agrees to use its best efforts to review and issue the permit.

12.8.3. Upon the Effective Date of this License the City shall grant to Licensee a maintenance permit for a period of one year. This maintenance permit shall cover Licensee's access to its existing facilities within the License Area for the performance of work by Licensee where no excavation is involved.

12.8.4. While performing work under this maintenance permit, Licensee shall comply with all requirements of the City regarding traffic control, notice to the City, and related matters. This emergency permit shall be automatically renewed on each anniversary of the Effective Date of this License.

13. Subscriber Service Provisions.

13.1. Subscriber Service Standards. Licensee shall at all times satisfy FCC customer service standards, as amended from time to time by the FCC and the customer service standards set forth in Chapter 50 of the City Code. If there is a conflict among standards, the stricter standard will prevail, unless preempted by federal law.

13.2. Billing Practices. Licensee shall bill all Subscribers to its Cable System in a uniform manner, regardless of a Subscriber's level of service. In no case may any Subscriber be billed for service more than thirty days before receipt of such service. Payment may be due no sooner than the fifteenth day of each billing period, and the due date shall be listed on each bill. Bills shall be mailed no later than the first day of the billing period.

13.3. Subscriber Complaint Procedures. Licensee shall comply with the following Subscriber Complaint procedures.

13.3.1. Licensee shall ensure that all Subscribers have recourse to a satisfactory process to submit complaints. Licensee shall respond to all Subscriber Complaints within thirty (30) business days. Licensee shall establish and maintain a

written log listing all Subscriber Complaints. The written log shall include the name and telephone number, if given, of the Subscriber making the complaint and Licensee's action on the complaint. The log shall be maintained by Licensee for three years and, to the extent permitted by federal law, shall be available to the City Manager upon written notice and request for inspection.

13.3.2. Licensee shall provide, in writing, upon request of the City Manager, details from its written log relating to any Subscriber Complaint within five (5) business days.

13.4. Subscriber Solicitation Procedures.

13.4.1. All Licensee personnel, agents, and representatives, including subcontractors, shall wear a cable uniform or clearly display a photo-identification badge when acting on behalf of Licensee in the City.

13.4.2. Licensee shall afford each Subscriber of the Cable System a three-day right of rescission for ordering installation of Cable Service from the System provided that such right of rescission will end when physical installation of Cable System equipment on such Subscriber's premises begins.

13.5. Disconnection and Termination of Cable Services. Licensee shall only disconnect or terminate a Subscriber's Cable Service for good and just cause. In no event may Licensee disconnect Cable Service for nonpayment without prior written notification to the affected Subscriber at least seven (7) days before such disconnection or termination. In no event may such disconnection or termination for nonpayment occur in less than thirty (30) days after a Subscriber's failure to pay a bill when due. If Licensee improperly discontinues Cable Service to any such Subscriber, upon request it shall provide free reconnection to the Cable System to such Subscriber.

13.6. Rights of Individuals. Licensee may not deny Cable Service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, sex, age, or disability; provided, however, that Licensee may not be required to provide Cable Services to any Person who does not pay the applicable line extension connection fee, fees for drops in excess of Standard Drops, and/or Cable Service charge(s). Licensee shall comply at all times with all other applicable federal, state, and local laws and regulations, as amended from time to time, relating to nondiscrimination.

14. Inspection of Records.

14.1. Inspection of Records. At all reasonable times as related to determination of License compliance, Licensee shall permit any duly authorized representative of the City to examine any and all financial records kept or maintained by Licensee or under its control that reasonably relate to Licensee's accurate payment of License Fees.

14.2. Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations include and are limited to information that reasonably relate to Licensee's accurate payment of License Fees. This does not include personally identifiable

Subscriber information without the Subscriber's consent in violation of Section 631 of the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. Section 551.

14.3. **Maps.** Licensee shall at all times make and keep full and complete plans and records showing the exact location of all Cable System equipment installed or in use in Public Streets, and other places in the City and make them available to the City for review upon request. Upon request, Licensee shall provide the City Manager route maps or sets of maps drawn to scale, showing the location of Licensee's underground and above ground facilities.

15. **Indemnification.** The License incorporates by reference Section 50-203(a) of Chapter 5.10 of the City Code.

16. **Insurance.** Licensee shall maintain in full force and effect, at no cost and expense to the City, during the term of this License, commercial general liability insurance in the amount of three million dollars combined single limit for bodily injury and property damage. The City shall be designated as an additional insured. Such insurance will not be cancelable except upon thirty days prior written notice to the City. Licensee shall provide annually, a certificate of insurance showing evidence of the coverage required by this Section. Licensee may self-insure the above-described policy coverages if Licensee or its parent is of sufficient financial standing to provide such insurance.

17. **Letter of Credit.**

17.1. **Amount; Purpose.** Within thirty days after the effective date of this License, Licensee shall deposit with the City an irrevocable letter of credit in an amount not to exceed five thousand dollars (replenishable as specified in Section 17.3 below) issued by a federally insured commercial lending institution. The form and substance of said letter of credit will be used to assure (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any agency, commission, board, department, division, or office of the City having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the Cable System, including cost of removal or abandonment of any of Licensee's property.

17.2. **Drawing on Letter of Credit.** The letter of credit may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Licensee has been found, pursuant to Sections 18 through 21 below, to have failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

17.3. **Replenishing.** The letter of credit shall be structured in such a manner so that if the City at any time draws upon the letter of credit, upon notice to Licensee by the issuing lending institution, Licensee shall immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of

the City's draft; provided, however the maximum amount available to be drawn on this letter of credit for any one event shall not exceed the amount of the License Fee paid to the City the previous year. The intent of this Section is to make available to the City at all times a letter of credit in the amount of five thousand dollars.

18. Liquidated Damages.

18.1. Liquidated Damages. The Licensee understands and agrees that failure to comply with any time and performance requirements in this License or Chapter 50 of the Code of Ordinances, will result in damage to the City, and that it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance; therefore, the parties hereby agree to the liquidated damages specified below. The following amounts per day or part thereof may be chargeable to the Letter of Credit for the following concerns:

- a) Failure to commence, progress, and complete the Cable System construction or reconstruction in accordance with this License and the attached Exhibits, unless the City Council specifically approves the delay by motion or resolution - \$500.00 per day;
- b) Each failure to provide Cable Service within the time(s) specified - \$50.00 per day;
- c) Each failure to properly restore the public right-of-way or to connect related violations of specifications, code, ordinance or standards within seven (7) working days or having been notified by the City to correct such defects - \$200.00 per day. Such liquidated damages shall be in addition to any cost the City may incur to restore the right-of-way or correct the violation;
- d) Each failure to comply with Subscriber service standards of Section 13 \$100.00 per day;
- e) Each failure to test, analyze and report on the performance of the system pursuant to Section 10.1 - \$100.00 per day;
- f) Failure to comply within three months after adoption of a resolution by the City Council determining that Licensee has failed to comply with operational, maintenance or technical standards - \$500.00 per day;
- g) Each failure to provide or perform the Access Channel requirements specified in this License - \$100.00 per day;
- h) Failure to provide, in a continuing manner, the broad categories of programming specified in this License - \$350.00 per day;
- i) Any unauthorized partial or total transfer of this License - \$500.00 per day against the Licensee;

- j) Failure to cure any other violation of this License, following notice and opportunity to cure as specified in such notice - \$50.00 per day;
- k) Any other material action or non-action by the Licensee regarding a requirement of this License to which none of the above reasonably applies and for which damages cannot be estimated on a daily basis \$100.00 per day.

18.2. If the City Manager concludes that a Licensee is in fact liable for liquidated damages, the City Manager shall issue to Licensee by certified mail a Notice of Intention to Assess Liquidated Damages consistent with the procedure set forth in Section 50-206(b) of Chapter 50 of the City Code, which is hereby incorporated by reference.

19. **Administrative Hearing.** In the event that Licensee timely contests a notice of violation as set forth in Section 18 or an audit determination under Section 3.5.2 of this License, the city will proceed in accordance with Section 50-207 and 208 of the City Code.

20. **Revocation.**

20.1. **Process.** Revocation will be in accordance with Sections 50-207 through 209 of the City Code.

20.2. **Other Action.** The City may, at its sole discretion, take any lawful action that it deems appropriate to enforce the City's rights under this License in lieu of revocation of this License.

21. **Effect of Expiration, Revocation, or Termination of License.**

21.1. **Continuity of Service.** It is the right of all Subscribers to continue receiving Cable Service as long as their financial and other obligations to Licensee are honored. If this License expires or terminates, Licensee shall cooperate with the City to ensure continuity of Cable Service to all Subscribers for a period not to exceed ninety (90) days. Said period may be extended by written agreement between the City and Licensee. During such period, Licensee shall be entitled to the revenues for operating the Cable System.

21.2. **Other Services.** Upon expiration, revocation, or termination of this License for any reason, Licensee shall have one hundred eighty (180) days from the date of expiration, revocation, or termination to enter into good faith negotiations with the City or other governmental authority to obtain a license, permit, or other approval or agreement that may then lawfully be required in order to allow Licensee to continue using Licensee's facilities in the Public Streets for any lawful service other than Cable Service that Licensee may then provide over its facilities in the License Area.

21.3. **Holding Over.** In any circumstance whereby Licensee would continue to occupy the Public Streets after the expiration of this Agreement, such holding over shall be deemed to operate as a renewal or extension of this Agreement on a month-to-month basis that may be terminated at any time by the City upon sixty (60) days written notice to Licensee, or by Licensee upon sixty (60) days' written notice to the City.

22. Transfer.

22.1. Prior Consent.

22.1.1. Except as otherwise set forth below, Licensee's right, title, or interest in this License may not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with Licensee, without the prior consent of the City, such consent not to be unreasonably withheld. No consent is required for (a) a transfer to an entity controlling, controlled by, or under common control with Licensee or (b) a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Licensee in the License or Cable System in order to secure indebtedness.

22.1.2. Within thirty (30) days after receiving request for consent to a transfer for which City consent is required, the City shall notify Licensee in writing of any additional information it reasonably requires to determine the legal, financial, and technical qualifications of the transferee. If the City has not taken action on Licensee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the City will be deemed given.

22.2. Grant, Rent, or Lease. As long as a grant, rent, or lease of all or a portion of the Cable System does not amount to a transfer, Licensee in the normal course of providing Cable Services or other services such as telecommunications and information service over the Cable System may grant, rent, or lease use of the Cable System to other Persons. Any use by such persons shall be restricted to and consistent with such uses as Licensee or such person is authorized in this License or under other applicable law. Any such use shall be in compliance with applicable federal and state law. No such grant, rent or lease by Licensee will, however, relieve Licensee of any requirement or obligation under this License as to its use of the Public Streets.

23. Controlling Authorities.

23.1. Local Ordinances and Guidelines. Licensee agrees to comply with the terms of any lawfully adopted generally applicable local ordinances and guidelines, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations placed upon Licensee that are contained in this License.

23.2. Chapter 50 Telecommunications. Notwithstanding Section 23.1, to ensure this license agreement is in accord with Chapter 50 of the City Code, any and all provisions of Chapter 50, including but not limited to all obligations, rights, or duties of either party, not in direct conflict with the express provisions of this agreement are hereby included by reference.

23.3. Federal and State Laws. This License is subject to and shall be governed by all requirements of the Cable Act; Arizona Revised Statutes Sections 9-505 through 9-510, as amended; and other federal and state laws and regulations governing cable communications. In a conflict between the terms and conditions of this License and the terms and conditions on which the City can grant a license, federal and state law shall control.

24. Licensee's Representations and Warranties.

24.1. Authority. Licensee represents and warrants that it has the power and authority to enter into this License by and through the representative who has signed this License on its behalf, and that it has the power and ability to do all the acts required of it by this License.

24.2. Misrepresentation. Licensee has not misrepresented or omitted material facts, has not accepted this License with intent to act contrary to the provisions herein, and represents and warrants that, as long as it operates the Cable System, it will be bound by the terms and conditions of this License or a subsequently issued license.

24.3. Attorneys. Licensee further acknowledges that it was represented throughout the negotiations of this License by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding this License.

25. Confidentiality.

25.1. Protection of Confidential Information. To the fullest extent permitted by law, the City agrees to treat on a confidential basis any Confidential Information disclosed by Licensee to the City. The City shall not use the Confidential Information for any purpose whatsoever other than in connection with its rights and obligations under this License. The City shall safeguard the Confidential Information using measures that are equal to the measures used to safeguard its own confidential information of comparable value, but in no event less than reasonable care.

25.2. Disclosure to Representatives. Disclosure of Licensee's Confidential Information by the City shall be limited to only those of its employees, representatives, or agents that have a need to know, and that are in a confidential relationship with the City, who are informed by the City of the confidential nature of the Confidential Information, and who agree to act in accordance with the terms and conditions of this Section.

25.3. Disclosure Required by Law. In the event that the City becomes legally compelled to disclose any of the Confidential Information, the City shall provide Licensee with prompt notice so that Licensee may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section. In the event that such protective order or other remedy is not obtained, or that Licensee waives compliance with the provisions of this Section, the City shall furnish only that portion of the Confidential Information that the City is advised by opinion of counsel is legally required and the City shall exercise its best efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information by the person to whom it is disclosed.

26. Miscellaneous.

26.1. Filings. When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the office of the City Clerk.

26.2. Force Majeure.

26.2.1. Licensee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation, or revocation of this License) where such alleged noncompliance or default occurred or was caused by an act of God, an act or omission of governmental military or civilian authority, strike or lockout, riot, epidemic or quarantine, war, earthquake, fire, flood, tidal wave, unusually severe rain, wind, or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, terrorist acts or judicial order or regulation or other circumstances that could not have been avoided through Licensee's exercise of reasonable care, prudence and diligence. This provision includes work delays caused by waiting for utility providers to service or monitor their own above-ground or underground facilities to which Licensee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

26.2.2. Furthermore, the parties hereby agree that it is not the City's intention to subject Licensee to penalties, fines, forfeitures, or revocation of the License for so-called "technical" breach(es) or violation(s) of this License, which include but are not limited to instances or for matters where a violation or a breach by Licensee of the License was good faith error that resulted in no or minimal negative impact on the Subscribers within the License Area.

26.3. Severability. If any Section, sentence, paragraph, term, or provision of this License or any ordinance, regulation, law, or document incorporated herein by reference is held to be illegal, invalid, unconstitutional, or unenforceable, by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions hereof all of which shall remain in full force and effect for the term of this License.

26.4. Notice. Unless otherwise provided for in this License, all notices to be given hereunder shall be given in writing and may be hand delivered or given by certified first class mail, postage prepaid addressed to the parties at the addresses set forth below. Such notices will be deemed served and effective when delivered to the designated persons listed below during ordinary business hours or on the date of delivery by U.S. Mail registered or certified return receipt requested.

To Licensee:

Cox Communications Arizona, LLC
1550 West Deer Valley Road Building C
Phoenix, Arizona 85027
Attn: Senior VP & Region Manager - Southwest

With a copy, which is not notice, to:

Cox Communications, Inc.
6205-B Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attn: Government Affairs

To the City:

City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attn: City Manager

26.5. Governing Law; Venue. The provisions of this License are subject to applicable federal law, including but not limited to the Cable Act and the rules, regulations, and orders of the FCC, and are also subject to state law not in conflict with such federal law. In the event of any conflict between the provisions of this License and such state or federal law, the provisions of such state or federal law shall prevail. Proper venue is exclusive to the Superior Court of Maricopa County or the United States District Court for the District of Arizona.

26.6. Headings. The headings contained herein are intended solely to facilitate the reading thereof. Such headings shall not affect the meaning or interpretation of the text herein.

26.7. Integration; Acquired Licenses. This License constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, drafts, discussion outlines, correspondence, memoranda, or otherwise regarding the subject matter hereof. This License hereby preempts and cancels any other license agreements granted by the City that are acquired by Licensee through the purchase or acquisition of other Cable Systems and/or cable operators. Upon completion of an acquisition, the terms of this License shall govern Licensee's newly acquired Cable System(s) or cable operation(s).

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this License on the dates below to take effect retroactively as of the 1st day of September, 2014.

CITY OF SURPRISE

By: _____
Sharon Wolcott, Mayor Date

ATTEST:

Sherry Ann Aguilar, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

COX COMMUNICATIONS ARIZONA, LLC
A Delaware limited liability company

By: John L. Wolfe 5/12/16
John L. Wolfe Date
Senior VP and Region Manager - Southwest

Cox Communications Cable Television License Agreement June 21, 2016



Renewal of the Cox Communications cable television license agreement

- Permission to utilize the public right-of-way to construct and expand a cable system for a fee
- 15 year contract
- Fee is 5% of gross revenue

Revenue



FY15 revenue from Cox Communications license agreement

1 st Quarter	\$ 238,834.25
2 nd Quarter	273,390.03
3 rd Quarter	294,582.05
4 th Quarter	268,660.89
Total	\$ 1,075,467.22

- Continuation of 2 existing PEG channels
 - Surprise 11 – Managed by Communications
 - Dysart 99 – Managed by Dysart USD
- Provision to move forward with high definition in the future
 - Currently not all subscribers have required equipment

Additional Service to City



- Undergrounding: Construction, installation, and maintenance of the Cable System will now adhere to the City standards relative to underground facilities
 - New service areas – underground cabling – no poles.

Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Joshua Mike, Community Development
Submitting Department:		District:	4
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to declaring as a public record the document entitled, "Code of Ordinances, Part II-Land Development Ordinances, Chapter 122-Surprise Unified Development Code, Article 6 - Zoning Districts, Division 9 Flexible Zoning"; Resolution # 2016-95.

Motion:

I move to approve Resolution # 2016-95.

Background:

The purpose of this Resolution #2016-95 is to declare the text of proposed change to the Surprise Unified Zoning code a public record.

Objective Analysis:

This is a two step adoption process: declare the text of a code amendment a public record; then incorporate that public record into an adopting ordinance. The purpose is to decrease the number pages that need to be published after the ordinance is adopted, thereby reducing publication costs.

The full text of the proposed changes are included in the public agenda posted electronically on the city's web page.

Policy Compliant:

Reducing publication costs is consistent with City and Council Policy.

Financial Impact:

This process reduces the one time publication cost for this ordinance if the Council approves this resolution and adoption process.

Budget Impact:

This process reduces the one time publication cost for this ordinance if the Council approves this resolution and adoption process.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - Resolution 2016-95 Declaring a public record](#)
 - ☐ [Sec 122-69.1 Text Amendment](#)
-

RESOLUTION # 2016-95

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT DOCUMENT ENTITLED “CODE OF ORDINANCES, PART II – LAND DEVELOPMENT ORDINANCES, CHAPTER 122 – SURPRISE UNIFIED DEV. CODE, ARTICLE 6 – ZONING DISTRICTS, DIVISION 9 FLEXIBLE ZONING.”

WHEREAS, pursuant to A.R.S. §9-802 the City Council may declare a document a public record and thereafter enact same without setting forth the public record in the adopting ordinance; and

WHEREAS, this is an efficient and cost effective procedure for adopting large text amendments.

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

Section 1. That certain document entitled: “Code Of Ordinances, Part II – Land Development Ordinances, Chapter 122 – Surprise Unified Dev. Code, Article 6 – Zoning Districts, Division 9 Flexible Zoning,” dated June 8, 2016, three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

(Repeal and replace Sec 122-67 in its entirety with below text)

Code of Ordinances

Part II – Land Development Ordinances

Chapter 122 – Surprise Unified Dev. Code

Article 6 – Zoning Districts

Division 9 Flexible Zoning

SEC 122-69.1 SURPRISE HERITAGE DISTRICT (SHD)

- A. SHD Description.** The “Surprise Heritage District” (“SHD”) is an umbrella district that includes the existing zoning regulations at the time the Ordinance is adopted and carries them forward. The SHD is a hard zone that replaces and repeals the existing Original Townsite (“OTS”) overlay zoning district. The SHD is specifically the area bounded by Bell Road on the north, Greenway Road on the south, El Mirage on the east and Dysart Road on the west. The City will not support any further rezoning in this area other than into one of the two overlay zoning districts specifically associated with the SHD Zoning District.
- B. Purpose.** The purpose of this district is to enhance and protect the historic character of the residential core while providing infill opportunities and encouraging redevelopment for both residential and commercial uses that further reflect the historic character of the area. Further it is intended to promote the ability to live, work, and play within the heritage neighborhood by allowing for a refined mix of land uses and cottage industry that will revitalize and serve the neighborhood while maintaining both the scale and cultural character of the neighborhood.
- C. Establishment of Zoning Districts.** The SHD shall be applied to all properties within this very specific geographic area and in conjunction with either the existing zoning present on the property at the time of the adoption of this zoning ordinance or one of the two overlay zoning districts specifically associated with the SHD Zoning as further described herein.

 - 1. The zoning regulations at the time this Ordinance takes effect shall continue to govern unless the parcel/lot is rezoned to one of the overlay zones associated with the SHD Zoning District as described below.
 - 2. In association with the SHD zone, is the creation of two overlay zoning districts to be known as; a) the “Surprise Heritage District/Residential Overlay” (“SHD/RO”) and, b) the “Surprise Heritage District/Commercial Overlay” (“SHD/CO”).

- a. SHD/RO: This overlay is designed to preserve, protect and enhance the types of uses that are indicative of historic residential neighborhoods and the small scale cottage industry uses that are pedestrian-oriented and support the residents and allow for them to live, work, and play within their neighborhood. Limited multi-family uses that are designed to match the scale, massing, and appearance of the single-family neighborhood may be appropriate on infill parcels. The density of the multi-family use may be increased if the parcel is located at the fringe of the neighborhood and the architectural design, scale, and massing is harmonious with the adjacent neighborhood. Overall density for the SHD/RO zoning district is compliant with the Suburban Development Type in the General Plan 2035 up to 8 dwelling units per acre.
- b. SHD/CO: This overlay is designed to provide and promote the local arts and culture as well as business opportunities that are compatible with and supportive of the Residential Overlay. A mix of neighborhood-scale commercial, retail, entertainment, live/work and mixed-use development shall be the primary land uses. Attached multi-residential complexes may also be permitted within this overlay district if appropriately located at the fringes of the district to serve as a buffer to the adjacent residential neighborhood. Overall density for the SHD/CO zoning district is compliant with the Mixed Use Residential and Commercial Development Types in the General Plan 2035 up to 10 dwelling units per acre.

- D. Specific Terms Defined.** The following words, terms and phrases, when used in this section, shall have the following meanings ascribed to them.
1. Adaptive Reuse: The conversion of historic or obsolescent building(s) from their original or most recent use to a new use representing compatible and appropriate change.
 2. Cottage Industry: A small business, owned and operated by the residential occupant, in a residential area conducted within the dwelling or in an accessory building. The business may have employees and customers but must be clearly incidental and secondary to the use of the property for single-family residential purposes as well as adhere to the Use Specific Standards in Sec 122-69.1(G) below.
 3. Community Garden: Land gardened collectively by a group of people. Gardening may include, but is not limited to, all types of horticulture such

as flowers, vegetable or field crops, and orchards containing berry, bush or tree crops.

E. Development Incentives. Development within the SHD shall be eligible for those specific incentives as outlined below.

1. All Properties: Within the SHD Zoning District any new development or redevelopment, including resolution of existing non-conformance issues, shall be eligible for the following incentives:
 - a. A reduction in the front yard setback, for the front porch portion of the structure only, by five (5) feet.
 - b. The maximum square footage of an individual accessory structure shall be 800 square feet; with the total number of such structure(s) limited by the maximum lot coverage.
2. Overlay Properties: In addition to any incentives permitted in section 1 above, development that is zoned one of the two overlay zoning districts associated with the SHD Zoning District (SHD/RO or SHD/CO) shall also be eligible for any of the following incentives:
 - a. New mixed-use projects and multi-residential projects shall be eligible for up to a twenty percent (20%) increase in permitted density when the development provides recreational facilities, community space, and connectivity to existing adjacent developments and the greater neighborhood.
 - b. In lieu of providing on-site parking, participation in a joint use parking lot project or a parking improvement district shall be permitted.

F. Design Standards for all new development in the SHD Zoning District.

1. These Design Standards shall apply to any and all new development in the SHD and supersedes any conflicting design standards in other parts of the Surprise Unified Development Code (SUDC).
2. Prior to any permits being issued for new development, or renovation of existing building, the architectural, site, and landscape plans shall be reviewed by Development Services for adherence to the following Design Standards, in addition to other adopted regulations.
3. Plants and landscape materials shall be drought-tolerant. All areas of bare soil shall be covered with grass, drought tolerant plantings or decomposed granite to discourage weeds and control dust. Edible citrus

and nut trees are permitted. All landscaping shall be well-maintained with diseased and/or dead plant material removed and replaced promptly.

4. Trellis work, open front porches, and cloth shade sails will not be counted as part of the lot coverage allowance.
5. Architectural features of all buildings and structures shall reflect the historical character of Phoenix-valley architecture from the 1880's to the 1950's. These architectural features shall be present on all elevations, and include: projections and reveals; back and side porches on residential structures; roof and cornice lines; doors, windows, and window treatments such as shutters, awnings, and lintels; and other architectural features such as porte-cocheres, garage doors, dormers, chimneys, and patios etc. This also includes the types of building materials, textures, roof treatments and pitches, building heights, building mass, and proportions indicative of historical Phoenix-valley architecture.

Architectural Styles that Reflect the History of the Southwest



6. An open and covered porch on the front elevation for all new residential development shall be required as a means to help create a pedestrian scale connection to the street and permit interaction with neighbors, enhance citizen Block Watch programs, and enhance the sense of neighborhood. Building orientation shall consider the existing environmental conditions and solar orientation.
7. Although not required, residential walls and fences may be built to a height not exceeding six (6') feet in a side or rear yard or thirty-six (36") inches in a required front yard. The wall or fence material shall be compatible with the design style and material of the main structure,

preferably masonry, wrought iron, painted wood. The use of chain link fencing (with or without slats) is prohibited.

8. All non-residential land uses that abut residential properties are required to provide visual screening from those residences by an opaque wall or landscaping of approved drought-tolerant plant materials in combination with a wall. This screening shall include accessory uses, loading and unloading areas, and trash receptacles. The use of concertina wire is prohibited when adjacent to a public right-of-way.
9. On-site retention shall be required for all non-residential properties, all multi-family residential properties, and residential properties with more than one (1) single-family dwelling. Rainwater harvesting for plant irrigation is encouraged.
10. A color palette of earth tones shall be the predominate color used. The use of accent colors is encouraged to provide a festive and lively streetscape. Accent color, different from the predominate wall color, should be used to accent entryways and special architectural and trim elements (i.e. columns, trellises, lintels, sills, door and window frames, cornices and moldings).
11. Roof-mounted mechanical equipment shall be screened from public view and designed to appear as an integral part of the building, with the exception of solar panels. Mechanical equipment, propane tanks, water filters, coolers and air conditioning units and similar utility equipment installed at ground level or wall mounted shall be screened from public view.

G. Land Use Matrix for the SHD-RO and SHD-CO Zoning Districts.

1. For those properties not in one of the overlay zones associated with the SHD, the Land Use Matrix in Sec 122-43 shall apply.
2. The following Land Use Matrix, **Table No. 1**, describes land uses that are allowed in the SHD-RO and SHD-CO overlay zones.
 - a. Those uses delineated as needing a Conditional Use Permit (CUP) shall be processed as a Type III development application (see Sec 122-154).
 - b. Those uses delineated as needing an Administrative Use Permit (AUP) shall be processed as a Type I development application (see Sec 122-152).
 - c. Those uses delineated as Permitted (P) uses shall be permitted by-right within the specific zoning district as listed in **Table No 1**.

Permitted uses are subject to all applicable standards of this Chapter and the Surprise Unified Development Code (SUDC).

- d. All other uses are prohibited (indicated by a double-hyphen "--").

TABLE NO. 1 LAND USE MATRIX FOR THE SHD OVERLAY ZONING DISTRICTS (P = Permitted; AUP = Administrative Use Permit; CUP = Conditional Use Permit; "--" = Prohibited)			
LAND USE GROUP		SHD/RO	SHD/CO
Agricultural, Ranching and Open Space Uses			
1.	Animal Hospitals, Clinic, and Boarding Facilities (refer to Sec 122-74)	--	P
2.	Community Garden (refer to Use Specific Standards of Sec 122-69.1G2 below)	P	P
3.	Farmers Market (refer to Sec 122-82)	AUP	P
4.	Parks, Recreation, and Open Lands	P	P
Residential Uses			
5.	Assisted Living Center	AUP	P
6.	Assisted Living Home (refer to Sec 122-99)	P	--
7.	Bed And Breakfast Establishments (refer to Sec 122-76)	AUP	--
8.	Caretaker, Guest or Granny Flat Dwelling (refer to Sec 122-83)	P	--
9.	Group Home (refer to Sec 122-84)	P	--
10.	Home Occupations (refer to Sec 122-86)	P	P
11.	Hotels, Timeshares (refer to Sec 122-88)	--	P
12.	Manufactured Homes (refer to Use Specific Standards of Sec 122-69.1G5 below)	P	--
13.	Multi-Family Dwellings (refer to Use Specific Standards of Sec 122-69.1G3. below)	CUP	P
14.	Nursing Care Institution	CUP	P
15.	Single-Family Dwellings (detached)	P	--
16.	Single-Family Dwellings (detached with multiple single-family structures on 1 lot of record)	AUP	--
17.	Single-Family Dwelling (attached) (refer to Use Specific Standards of Sec 122-69.1G4. below)	AUP	--
Retail and Service Uses			
18.	Alcohol—Bar and/or Tavern, Microbrewery (refer to Sec 122-104)	CUP	P
19.	Animal Hotel/Overnight stay (refer to Sec 122-74)	--	P
20.	Banks	--	P
21.	Day Care Center - Child and/or Adult Care (refer to Sec 122-80)	AUP	CUP
22.	Drive-Through Facilities (refer to Sec 122-78)	--	P
23.	Funeral Home, Mortuary	--	P
24.	Linen/Uniform/Diaper Service (Pickup and Supply Only)	--	P
25.	Massage - Therapeutic	--	P

TABLE NO. 1 LAND USE MATRIX FOR THE SHD OVERLAY ZONING DISTRICTS (P = Permitted; AUP = Administrative Use Permit; CUP = Conditional Use Permit; "--" = Prohibited)			
LAND USE GROUP		SHD/RO	SHD/CO
Retail and Service Uses (continued)			
26.	Medical Clinic or Laboratory	--	P
27.	Medical Office	--	P
28.	Mobile Vending	P	P
29.	Nursery (display & sale of plants, seeds, or other horticultural items) (refer to Sec 122-93)	CUP	P
30.	Personal Services Establishment (Typical personal service uses include arts and craft studios, barber/beauty shops, locksmith, shoe repair, tailors, photo studios, cleaning pickup and receiving station, travel agencies, printing or copy shops)	--	P
31.	Personal Services Establishment (Uses Listed Above) - as a "cottage industry" (refer to Sec 122-69.1D and Sec 122-69.1G1 below)	AUP	P
32.	Restaurant, Sit-down (Principally for the sale and consumption of food on the premises)	--	P
33.	Restaurant, Convenience (Sale and consumption of food which has direct window service allowing customers to pick up food for off-premise consumption) (refer to Sec 122-78)	--	P
34.	Restaurant, Sit-down or Convenience (excluding drive-thru) - as a "cottage industry" (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--
35.	Retail Shopping Establishment limited to under 45,000 sf (Typical general merchandise includes clothing and other apparel, equipment for hobbies and sports, gifts, flowers and household plants, dry goods, food and/or alcohol, home décor, home improvements, toys, furniture, antiques, books and stationery, pets, and similar consumer goods. Food store uses include grocery, delicatessen, catering, and specialty foods stores.)	--	P
36.	Retail Shopping Establishment – Less than 3,000 sq. ft. (Uses Listed Above)	AUP	P
37.	Retail Shopping Establishment (Uses Listed Above) - as a "cottage industry" (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--
38.	Vehicle Fueling Stations (refer to Sec 122-106)	--	P
Office Uses			
39.	Call Center - as a "cottage industry" (refer to Sec 122-9.1D and Sec 122-69.1G1 below).	AUP	--
40.	Call Center	--	P
41.	General Office	--	P
42.	Professional Office - as a "cottage industry" (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--
Public/Quasi-Public Facility Uses			
43.	Business/Technology Incubator Space	--	P
44.	Library	P	P
45.	Post Office	P	P
46.	State and County Facilities	--	P
47.	Utility Equipment Infrastructure	P	P

TABLE NO. 1			
LAND USE MATRIX FOR THE SHD OVERLAY ZONING DISTRICTS			
(P = Permitted; AUP = Administrative Use Permit; CUP = Conditional Use Permit; "--" = Prohibited)			
LAND USE GROUP		SHD/RO	SHD/CO
Public/Quasi-Public Facility Uses (continued)			
48.	Wireless Telecommunication Facility (WTF)	refer to Sec 122-112 for permitting requirements	
Assembly Uses			
49.	Assembly Uses limited to under 5,000 sf (Private Clubhouse and Lodges, Community Facilities, Public Meeting Hall, Youth Organization Clubs & Associated Activities, Auditoriums, Places of Worship)	AUP	AUP
50.	Assembly Uses (Uses Listed Above) greater than 5,000 sf (refer to Sec 122-69.1G3 below)	CUP	CUP
51.	School—University or College (refer to Sec 122-101)	--	CUP
52.	School—Pre-K through 12 (refer to Sec 122-100)	CUP	CUP
Recreational and Amusement Uses			
53.	Athletic or Fitness Club, Commercial Recreation Facilities	--	P
54.	Athletic or Fitness Club, Commercial Recreation Facilities (Less than 5,000 gross sq. ft. and Indoor Activities Only)	P	P
55.	Athletic Fields—Non-commercial	P	P
56.	Bowling Alley, Dance Hall, Pool Hall	--	P
57.	Galleries, Museums (including display and production space)	--	P
58.	Galleries - as a “cottage industry” (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--
59.	Theater - Indoor including Dinner Theatres	--	P
Transportation Uses			
60.	Park and Ride	--	CUP
61.	Surface Parking Lot and Parking Structure	CUP	P
62.	Transit Depot	CUP	CUP
Mixed Use Buildings			
63.	Mixed Use Buildings – for uses previously listed in this Matrix (refer to Sec 122-91)	CUP	P
Manufacturing and Process Uses			
64.	Food Service Establishment under 15,000 sf that has manufacturing, on-site restaurant & retail combined as part of the establishment	--	CUP
65.	Paper Products – as a “cottage industry” (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--
66.	Warehousing, Mini	--	CUP
67.	Welding Shop in association with art gallery - as a “cottage industry” (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--

- H. Development Standards for the SHD Zoning Districts.** The development standards shown in **Table No. 2** and **Table No. 3** below are applicable to all properties within the SHD. These tables identify the development standards for properties that either retain the standard zoning (for example: SHD-RL-5 or SHD-CN) or have been rezoned into one of the overlay zones (for example: SHD-RO and SHD-CO).

Table No. 2 – SHD Residential Neighborhood					
	Retaining Existing Zoning ⁵		Residential Overlay Zoning (RO)		
	Existing RL-5	Existing RM	Attached Product	Detached Product	Multi-Family Product
Min. Lot Area	7,000	6,000	5,000	5,000	15,000
Min. Lot Width	60'	50'	--	--	--
Min. Lot Depth	100'	60'	--	--	--
Min. Front Setback	20' w/ 5' BTL ²	20' w/ 5' BTL ²	15' ^{2,3}	15' ^{2,3}	15' ^{2,3}
Max. Front Setback	--	--	30' ⁴	30' ⁴	30' ⁴
Min. Side Setback	5'/15'	5'/10' ¹	5'/10' ¹	5' w/ 15' total ¹	20'
Min. Rear Setback	12'	12'	12'	15'	20'
Max. Bldg. Height	35'	35'	30'	30'	35'
Lot Coverage %	45%	45%	65%	65%	65%
Notes: 1 0 feet; side yard setback permitted for common wall attached dwelling option. End units shall maintain minimum total yard setback on one side of building. 2 Only a covered front porch may encroach closer to the street by up to 5 feet. 3 Front facing garage doors shall be setback a minimum of 20 feet. 4 Measured from the primary dwelling; excluding front porch. 5 Dimensions may only be illustrative; specific property development standards are governed by the SUDC.					

Table No 3 – Non- Residential Area				
	Retaining Existing Zoning ⁴			Commercial Overlay (CO)
	Existing CN	Existing CC	Existing IP	
Min. Lot Area	12,000	18,000	20,000'	--
Min. Lot Width	100'	100'	50'	--
Min. Lot Depth	--	--	--	--
Front Yard Setback	Est. BTL	Est. BTL	Est. BTL	15'
Side Yard Setback	10'/0' ¹	24'/0' ¹	15' ²	10'/0' ¹
Rear Yard Setback	20'	24'	25' ²	10'
Max. Bldg. Height	30'	35'	35'	45'/35' ³
Lot Coverage %	--	--	--	85%
Notes: 1 0 feet side yard setback permitted for common wall option. 2 50 feet setback from residential. 3 45 foot height limit for Mixed-use, Multi-Family & Assembly Uses. All other uses limited to 35 feet. 4 Dimensions may only be illustrative; specific property development standards are governed by the SUDC.				

I. Use-Specific Standards

1. Cottage Industry as accessory to a single-family residential use, as defined in Sec 122-69.1(D), shall adhere to the following use-specific standards:
 - a. Not more than forty-nine (49%) percent of the dwelling unit may be used for cottage industry. Up to one hundred (100%) percent of accessory buildings may be used for cottage industry.
 - b. The maximum size, including all portions of the dwelling and any and all accessory buildings used as a cottage industry shall be limited to 4,000 square feet or not more than sixty-five (65%) percent lot coverage, whichever is less.
 - c. The cottage industry use shall be limited to the first floor of the dwelling, accessory buildings, and outdoor areas of the lot.
 - d. A cottage industry use that receives patrons, students or any business-related individuals may only do so between the hours of 8:00 a.m. and 8:00 p.m.
 - e. Individual accessory buildings used as part of a cottage industry may be a maximum of 800 sq. ft. with the number of such buildings being subject to the total lot coverage limitations.
 - f. Accessory buildings and outdoor areas used for cottage industry purposes are intended to be limited to low intensity uses that produce or repair a product, and operate in such a way that they do not adversely affect adjacent properties. Parking and storage of business related commercial-rated vehicles, equipment, and products shall be limited to an enclosed building or within the rear yard and screened by an opaque wall or landscaping of approved drought-tolerant plant materials in combination with a wall.
 - g. Outdoor dining accessory to a cottage industry:
 - i. Shall not be located within the required front yard, shall be a minimum of fifteen (15') feet from an adjacent residential use, and screened by a minimum three (3') foot high opaque screening barrier or landscaping of approved drought-tolerant plant materials in combination with the barrier.
 - ii. Shall not be more than fifty (50%) percent of the dwelling unit's ground floor gross area.

- iii. Shall not operate outside of the indoor restaurant's hours of operation.
- h. A cottage industry use shall not change the character of the structure or alter the residential character of the neighborhood and shall be pedestrian-oriented.
- i. Cottage industries may employ up to 5 employees in addition to those residing in the residence.
- j. Signage shall be limited and shall comply with the following:
 - i. One Shingle Sign designed to be hung from the front porch element of the structure and oriented primarily for the aid of pedestrians is permitted per business; the sign area shall not exceed six (6) square feet. The minimum clearance between the bottom of the shingle sign and any underlying pedestrian walkway shall be seven feet, six inch.
 
 - ii. One A-frame Sign may be permitted; it shall not to exceed six (6) square feet in surface area on any one side and must be located on-site and within ten (10) feet from the edge of the front porch (or front door if no porch is present) of the business.
 
- 2. Community Gardens as defined in Sec 122-69.1(D), shall adhere to the following use-specific standards:
 - a. A fence shall be provided on the perimeter of the garden in accordance with the design standards in Sec 122-69.1.I.6 herein.
 - b. The site shall be designed and maintained so that water and fertilizer will not drain to adjacent property.
 - c. Hours of operation shall be limited to the hours between 6 a.m. – 8 p.m.
 - d. Waste receptacles shall be provided and screened from neighboring properties. Refuse shall be removed so as not to be a nuisance.

- e. Composting equipment and containers, if provided, shall be specifically designed for that purpose and shall be located away from adjacent residences, businesses, and parks. Open composting piles are prohibited.
 - f. Facilities shall be provided for the storage of any tools, fertilizers, equipment or other materials used in conjunction with the community garden. Such facilities shall screen materials from neighboring properties and shall be adequately secured and meet setback requirements.
 - g. The property shall be maintained in a neat and orderly fashion as required by the Surprise Property Maintenance Code.
3. Multi-Family Dwellings and Assembly Uses over 5,000 square feet shall adhere to the following use-specific standards:
- a. The residential development shall have a building frontage presence to the neighborhood street rather than a parking lot frontage. The front entry shall include a walkway to the street or surrounding neighborhood.
 - b. All multi-story buildings shall have unified and stylistic design elements present on all sides of the building(s). A variety of massing and building heights and stepping rooflines are strongly encouraged. Straight rooflines should be minimized by using offsets, differing heights, stepping, or different orientations to produce variety within a development.
 - c. A color palette of earth tones shall be the predominate color used. The use of accent colors is encouraged to provide a festive and lively streetscape. Accent color, different from the dominate wall color, should be used to accent entryways and special architectural features of a building.
 - d. The required off-street parking spaces shall be located in the rear, to the side, or beneath the structures with cars recessed one-half level to avoid interrupting the rhythm of the established streetscape, to make land on site available for gardens and courtyards rather than for surface parking, and to provide a pedestrian level connection to the neighborhood.
 - e. Mechanical equipment and similar utility devices, whether ground level or roof mounted, shall be screened from public view and designed to appear as an integral part of the building, with the exception of solar panels. The mechanical equipment screening

shall be included in the overall allowed building height. Mechanical equipment shall be treated to be non-reflective. Electrical meters, service components, and SES cabinets should be screened from public view or designed to appear as an integral part of the building.

- f. Reflective building materials are prohibited. Metallic surfaces, including roof materials, shall be treated to be non-reflective.
 - g. The use of metal or corrugated metal as the primary building material is prohibited; it may however be used as an architectural accent or decorative element.
 - h. The building materials of a project shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments. The City strongly encourages all new buildings to meet LEED (Leadership in Energy and Environmental Design) certification standards and building sites to utilize Low Impact Development (LID) technologies.
 - i. All buildings shall harmonize architecturally with the residential character of the neighborhood.
 - j. Assembly Uses may be required to provide a traffic study, depending on the specific location.
4. Attached Single-Family Dwellings shall adhere to the following use-specific standards.
- a. All buildings shall have their main entrance opening to a street or a central interior courtyard.
 - b. A variety of rooflines styles and heights shall be used as well as projections and recesses. The structures shall have stylistic architectural design elements on all sides. The architecture shall incorporate style-appropriate and varied door and window openings and architectural embellishments. A variety of porch configurations shall be used to provide functional architectural integrity to the buildings.
 - c. Brick, integral colored block, or slump block shall be used (not painted concrete masonry units) for buildings using masonry as the primary material.
 - d. Flat asphalt shingles shall not be permitted. Clay tile, concrete tile, architectural asphalt shingles, cementitious or fiberglass tiles, and standing-seam or corrugated metal shall be the permitted

roofing material. New roofing products shall require city approval.

5. Manufactured Homes, as defined in Sec 122-178, may be permitted to provide affordable and diversified housing opportunities within the SHD provided they maintain the aesthetic and architectural design standards similar to those required for conventional site-built homes; more specifically the following use-specific standards.
 - a. Existing mobile homes or manufactured homes that are not in compliance with the use-specific standards listed herein at the time of the adoption of this Ordinance shall be governed by the provisions of the SUDC – Zoning Ordinance on non-conforming structures.
 - b. The existing mobile home or manufactured home may be replaced in its' entirety with a conventional site-built home or with a multi-sectional manufactured home that will provide a dimensional appearance similar to the site-built homes in the neighborhood.
 - c. All manufactured homes shall be required to meet the current HUD Code standards, be certified under the National Manufactured Housing Construction and Safety Standards Act of 1974, and comply with State of Arizona Office of Manufactured Housing regulations.
 - d. A manufactured home shall not have been constructed more than ten (10) years prior to the date of application for building installation permit.
 - e. A mobile home, recreational vehicle, or park model may not be used as a residential dwelling within the SHD Zoning District.
 - f. Foundations. The manufactured home shall be set and placed on an excavated foundation with permanent stem wall so that the home appears to have a foundation wall similar in appearance and kind to conventional site built homes.
 - g. Exterior Building Materials. Reflective building materials are prohibited. Metallic surfaces, including roof materials, shall be treated to be non-reflective. The building materials shall be durable, require low maintenance, and be of the same or higher quality as the surrounding site-built homes. Acceptable siding materials include: vinyl, wood, stucco, brick, stone, or other masonry materials or any combination of these materials.

- h. Roof Materials. Flat asphalt shingles shall not be permitted. Clay tile, concrete tile, architectural asphalt shingles, cementitious or fiberglass tiles, and standing-seam or corrugated metal shall be the permitted roofing material.
- i. Mechanical equipment. Roof-mounted mechanical equipment is prohibited. Mechanical equipment, propane tanks, water filters, coolers and air conditioning units and similar utility equipment shall be installed at ground level or wall mounted and should be screened from public view.
- j. Garage or Carports. The design and materials of any garage or carport shall be compatible with the design and materials of the main structure.
- k. Semi-Attached Accessory Structures. An open covered porch, deck or veranda is required on the front elevation. Uncovered porches, decks, or verandas are permitted on the side and rear of the home provided they meet the setback requirements. Canopies, awnings or other structures to provide shade or protection from weather shall be open on three (3) sides.
- l. Steps. If the dwelling unit has steps leading to the front entry the steps shall be attached to a permanent foundation and designed and constructed to compliment the architectural style of the dwelling unit.
- m. Anchor Ties. The structure shall be anchored to the ground, in accordance with engineered plans and/or approved manufactured home installation standards.
- n. Additions. All additions and alterations shall be in compliance with the current Building Code as adopted by the City or in compliance with the most current HUD Code standards.

J. **Penalties for Violation.** Any person found to have violated any provision of this article shall be guilty of a class 1 misdemeanor.



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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Council Meeting Date:	June 21, 2016	Contact Person:	Joshua Mike - Community Development
Submitting Department:		District:	4
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a zoning text amendment repealing Section 122-67, Original Town Site, of the Surprise Uniform Development Code and adopting Section 122-69.1 establishing the Surprise Heritage District and two corresponding overlay zones; Ordinance # 2016-16.

Motion:

I move to approve Ordinance # 2016-16.

Background:

The purpose of this district is to enhance and protect the historic character of the residential core while providing infill opportunities and encouraging redevelopment for both residential and commercial areas that further reflect the historic character of the area.

Objective Analysis:

The proposed text amendment advances the efforts to revitalize the Original Townsite by empowering the private property owners with new rules and regulations that are more flexible and easier to read and administer.

Policy Compliant:

The Surprise Heritage District and two corresponding overlay zones are consistent with City and Council Policy.

Financial Impact:

Generally, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region. In an effort to revitalize the OTS, there is a potential for increased incentive applications in which the city would be responsible for paying development impact fees and permit fees from the General Fund. There could also be drop in business license revenue related to any current businesses that may qualify for a fee exemption as a Cottage Industry business. Any new qualifying businesses would receive the business license fee exemption as well.

Budget Impact:

Funding for these types of incentives are not typically included in the annual adopted budget and would likely require a budget amendment from economic development contingency within the General Fund on an as needed basis.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS16-149 - SHD Text Amendment - Staff Report](#)
 - ☐ [01- Ordinance 2016-16](#)
 - ☐ [02- FS16-149 - SHD Text Amendment](#)
 - ☐ [03 - FS16-149 - SHD Text Amendment - Development Incentive Comparison Table](#)
 - ☐ [04 - FS16-149 - SHD Text Amendment - Public Engagement Form](#)
 - ☐ [05 - FS16-149 - SHD Text Amendment - Presentation](#)
-

ZONING TEXT CHANGE

REPORT TO THE CITY COUNCIL

Case: FS16-149

Project Name: Zoning Text Amendment Surprise Heritage District

Council District: District 4 – Mulberry

Meeting Date: June 21, 2016

Planner: Joshua Mike, 623.222.3134, joshua.mike@surpriseaz.gov

Owner: City of Surprise

Applicant: City Initiated

Request: Zoning text amendment to create a new Surprise Heritage District (SHD) zoning district for the Original Townsite with two corresponding overlay zones, Residential Overlay (RO) and Commercial Overlay (CO). The (SHD) zone is a hard zone that will repeal and replace the existing OTS Overlay Zone.

Site Location: The Original Townsite; specifically the area bounded by Bell Road on the north, Greenway Road on the south, El Mirage on the east and Dysart Road on the west.

General Plan 2035: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: General feedback has been supportive.

Staff Analysis: Collaborative efforts with the residents of the Original Townsite have included presentations, an interactive workshop, visual surveys, and numerous discussions. This process has led to the proposed text for the Surprise Heritage District zoning district and the two (2) accompanying zoning overlays.

Project Background:

The current Surprise Unified Development Code, Section 122-67 – Original Townsite (OTS) is a zoning overlay that is the principal section of code that provides incentives for redevelopment in the OTS. It also identifies the “Specific Plan for the Revitalization of the Original Townsite” (adopted under Resolution No 02-104 on May 23, 2002) as the central document for review and analysis of any development application or building permit within the OTS. The design guidelines and desired uses within these documents are the guiding factors for the use of developers, property owners, staff, the Planning and Zoning Commission, and City Council when considering projects.

The City of Surprise has prepared this ordinance to further the efforts and objectives of the existing Original Townsite (OTS) Revitalization Plan that was adopted by City Council in 2002. The proposed Surprise Heritage District (SHD) zoning district will repeal and replace the existing OTS overlay zoning district as a “hard zone” for this area, create two distinct overlays unique to this area, codify the standards, and implement the revitalization plan. Under this district, the following overlays will be provided:

- The Residential Overlay (RO) that will focus on residential areas within the SHD to reinforce the desired standards and uses allowed within the neighborhood.
- The Commercial Overlay (CO) will be used to facilitate shopping for residents and visitors with appropriate consumer-oriented retail and service functions.

Project Description:

Inside the Surprise Unified Development Code

Updating the Surprise Unified Development Code (SUDC) through a Zoning Text Amendment requires public hearings and an ordinance associated with the changes. The proposed Surprise Heritage District (SHD) is a proposed zoning district under Division 9 – Flexible Zoning and will be included as Section 122-69.1. The adoption of this text amendment will cause the SHD Zoning to repeal and replace Section 122-67 – OTS Overlay and Section 109-51 – Infill incentive district.

This new section to the SUDC will contain all components directly associated with this zoning district; i.e. design standards, two zoning overlays exclusively correlating to the SHD, a new land use matrix, development standards, development incentives, definitions, and specific use standards. Any future update to the SUDC may require the reorganization of these components without any substantial changes to the regulations.

Location with Surprise

The physical boundary for the SHD will be consistent with the OTS; bound by Bell Road to the north, El Mirage Road to the east, Greenway Road to the south, and Dysart to the west. Neither of the two overlays have a defined boundary at this time but will generally be aligned with the existing uses; RO in the central residential areas and the CO along major roadways and exterior boundaries of the OTS.

88 *Expectations for all Properties*

89 Certain design standards and parameters will be applicable to all properties within the
90 SHD as part of implementing the vision and goals of the OTS. The design guidelines
91 and general character expectations are taken from input of current residents and the
92 revitalization plan that is currently used to evaluate projects and are embodied within
93 the SHD text.

94
95 *Development Incentives*

96 The existing development incentives specifically applied this area of the City are
97 organized within Chapter 109: Article III – Infill Incentive District of the City Code. Under
98 the current regulations, any property within the OTS can apply for these incentives. As
99 part of the overall project to adopt and apply the regulations of the SHD and overlay
100 zones, the current financial incentives that are available have some proposed changes

101
102 In order to be eligible, properties within the OTS will now be required to have one of the
103 optional overlay zones, either SHD-RO or SHD-CO. If the property qualifies, the
104 available incentive and procedure to obtain it will be determined by the type of project:
105 residential or commercial. The financial incentives may include waiving the fees
106 associated with Surprise development impact fees, plan review and building permits, or
107 business licenses.

108
109 There may be some properties that choose to opt-out of the proposed overlay zones, as
110 it's their right to retain the existing underlying zoning district with the associated land
111 uses and development standards. Those properties that choose to opt-out will no
112 longer be eligible for the financial incentives. However, these properties will have other
113 development incentives available that continue to encourage improvements to the area
114 and/or help alleviate some of the nonconforming issues that hinder these properties:

- 115 1. A reduction in the front yard setback, for the front porch portion of the structure
116 only, by five (5) feet.
- 117 2. The maximum square footage of an individual accessory structure shall be 800
118 square feet; with the total number of such structure(s) limited by the maximum lot
119 coverage.

120
121 *Land Uses*

122 The SHD hard zoning district will not add new land use regulations within the OTS. Any
123 new land use regulations will be applied only to properties in either of the two (2)
124 proposed SHD overlay zones. Section 122-69.1F of the SHD text will include the Land
125 Use Matrix that will only be applied after a rezoning action. This matrix will regulate
126 land uses for both the Residential Overlay (RO) and the Commercial Overlay (CO).

127
128 The proposed Land Use Matrix is easy to read and easy to reference, capturing the
129 preferred land uses identified through public outreach and in the Specific Plan for the
130 Revitalization of the Original Townsite. It creates a balance of land uses that reflect the
131 ability to live, work, and play within the heritage district.

The most significant change in the proposed Land Use Matrix removes any future industrial and intense commercial uses that may detract from the scale and cultural character of the district. It also encourages the inclusion of new neighborhood scale businesses that may feature arts and cultural type uses.

Additional changes include an increased number of uses in the residential area along with the creation of an Administrative Use Permit (AUP) to facilitate applications that warrant more review than a building permit but do not require a public hearing.

Cottage Industries

Part of revitalizing the OTS is developing strong economic base and supporting entrepreneurs. Surprise has made great strides with the development of the AZ TechCelerator and by allowing home-based businesses. However, there is a gap between what the SUDC regulates for “home occupations” and the type of business that will progress into a business incubator or ready for conventional commercial space.

Unique to the SHD-RO is the introduction of the “Cottage Industry” in a residential setting. Similar to home occupations, it is not a specific land use but a method of conducting business within a residential setting. By definition, a cottage industry is an accessory use to the single-family dwelling unit and must retain the residential architecture and character. Cottage industries go beyond home occupations by allowing a small number of employees, the presence of customers, and an expansion of where and how much of the property can be used for the business.

Guidelines and standards for cottage industries include maintaining the residential character within the neighborhood; the home must still look like a home. Any outdoor activities associated with the cottage industry must be in the rear or side yards and screened from the street. The only distinguishing feature to identify the business is a small sign on or near the home and away from the street.

New Development Standards

In addition to the proposed Land Use Matrix, there are development standards specific to properties rezoned into the two (2) proposed overlays. These properties receive natural incentives built into the rights of the overlay zones with standards that include smaller lot sizes than currently allowed and increase in lot coverage to provide optimal use and flexibility. This will encourage the desired neighborhood character of the historic Phoenix market.

The ultimate goal is to bring “legal non-conforming” properties into conformance by providing an opportunity to obtain building permits for sheds, garages and carports, additions, and other renovations that will improve the neighborhood. This will also allow properties to obtain financing from banks that would otherwise not lend due to current nonconforming issues with the SUDC.

Reviewing Agencies:

179 In addition to the standard internal city reviewing divisions, EPCOR Water, the Arizona
180 Department of Transportation, Maricopa Water District, Luke AFB, USPS, the City of El
181 Mirage, and the Maricopa Association of Governments were included in the routing of
182 this request. Luke AFB is the only agency to provide a review of this project.

183 184 *Luke AFB*

185 Overall support was received from Luke AFB. Concern was expressed towards the
186 allowed density up to 8 dwelling units/acre in the proposed SHD-RO text. According to
187 the general policy in the graduated density concept, the maximum density to gain full
188 support from Luke AFB for this area is 6 dwelling units/acre. This policy is directed
189 towards any one property being too dense under the extended flight patterns.

190
191 As an area focusing on redevelopment and infill projects, there are no large properties
192 that will conflict with the flight patterns around Luke AFB. Surprise will still achieve an
193 overall density of less than 6 dwelling units/acre across the OTS will ensure that the
194 area meets this policy.

195 196 **Citizen Review:**

197
198 Over the course of the past year, Community Development has been a guest and
199 presenter at the monthly District 4 meetings hosted by Councilwoman Villanueva.
200 Collaborative efforts with the residents have included presentations, and interactive
201 workshop, visual surveys, and numerous discussions. This process has led to the
202 proposed text for the Surprise Heritage District zoning district and two (2) accompanying
203 zoning overlays.

204
205 Formal Citizen Review meetings were held on April 27 and May 11, 2016. These
206 meetings resulted in 13 attendees. Concern was expressed over existing uses being
207 forced to stop as a result of this project. Staff explained that any legal use may be
208 continue but may result in the property being evaluated as legal non-conforming after
209 being rezoned. Staff also described the right of each property owner to opt-out, if they
210 feel it is necessary to retain the previous zoning regulations. The group offered general
211 support of this project.

212 213 **Findings:**

- 214
- 215 • The proposed zoning text amendment is consistent with the Surprise General
216 Plan 2035
 - 217 o Land Use Element – Goal 1: Policy 2. The City shall coordinate with
218 established neighborhoods to continue to foster stable households,
219 while new development will provide options for future residents.
 - 220 o Land Use Element – Goal 1: Policy 3. The City shall collaborate with
221 property owners and other stakeholders to ensure that Surprise
222 Center will grow as the heart of the city, with a dynamic mixed use
223 environment where people can live, shop, work, and socialize.

- o Land Use Element – Goal 1: Policy 5. The city shall proceed with the preparation of individual specific area plans for the identified sub areas and/or Commerce and Office character areas presented in the General Plan.
- o Land Use Element – Goal 7: Public Outreach. Promote public participation in the City’s planning processes.
- o Conservation, Rehabilitation, & Redevelopment Element – Goal 2: Existing Dwellings. Preserve the quality of existing dwellings and neighborhoods so that people will find our community a healthy, safe, and attractive place to live.
- The proposed zoning text amendment will advance the goals of the City Council.

Next Steps:

Recommending approval of this request will:

1. create the Surprise Heritage District and two corresponding overlay zones.
2. allow City Council to consider and take action on a rezoning action to apply the Surprise Heritage District (SHD) on properties within the Original Townsite (OTS)
3. allow City Council to consider and take action on a rezoning action to apply the Residential Overlay (SHD-RO) or Commercial Overlay (SHD-CO) to specific properties within the Original Townsite (OTS)

June 21, 2016: City Council Public Hearing - consideration and action

1. Zoning Text Amendment to create the Surprise Heritage District
2. Rezoning action to apply the Surprise Heritage District (SHD)
3. Rezoning action to apply the Residential Overlay (SHD-RO) or Commercial Overlay (SHD-CO) to specific properties within the Original Townsite (OTS)
4. City Code Text Amendment to modify Chapter 109: Article III – Infill Incentive District

Attachments:

01 Draft Section 122-69.1 – Surprise Heritage District

02 Development Incentive Comparison Table

03 SHD Full Boundary Map

ORDINANCE 2016-16

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, REPEALING SECTION 122-67, ORIGINAL TOWNSITE (OTS) CONSISTING OF THE SURPRISE HERITAGE DISTRICT, OF THE SURPRISE UNIFIED DEVELOPMENT CODE AND APPROVING A TEXT AMENDMENT CREATING THE SURPRISE HERITAGE DISTRICT, RESIDENTIAL OVERLAY DISTRICT, AND COMMERCIAL OVERLAY DISTRICT IN THE ORIGINAL TOWN SITE, WHICH IS BORDERED BY BELL ROAD ON THE NORTH, GREENWAY ROAD ON THE SOUTH, EL MIRAGE ROAD ON THE EAST AND DYSART ROAD ON THE WEST.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, City staff and residents of Surprise's original town site have been meeting for approximately 18 months to identify the character to be preserved and the enhancements to encourage in the original town site;

WHEREAS, the Surprise Heritage District is comprised of three inter-related districts:

- 1) The base district that brings forward the current land uses in the OTS as "hard zoning" called the Surprise Heritage District zoning or "SHD";
- 2) The overlay district setting enhanced residential regulations and modifying land uses called the Surprise Heritage District Residential Overlay or "SHD-RO"; and
- 3) The overlay district setting enhanced commercial regulations and modifying land uses called the Surprise Heritage District Commercial Overlay or "SHD-CO."

WHEREAS, on June 16, after numerous neighborhood meetings and other public presentations, the Planning and Zoning Commission recommended approval of the proposed Text Amendment;

WHEREAS, the Council finds that the designation of the Surprise Heritage District is in substantial harmony with the Surprise General Plan 2035 as amended.

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

Section 1. Repeal. Surprise Uniform Development Code section 122-67, Original Town Site (OTS) is hereby repealed, effective immediately upon new Surprise Uniform Development Code section 122.69.1 taking effect.

Section 2. Adoption. Section 122-69.1 of the Surprise Uniform Development Code is hereby adopted as described in that public record entitled "Code of Ordinances, Part II – Land Development Ordinances, Chapter 122 – Surprise Unified Dev. Code, Article 6 – Zoning Districts, Division 9, Flexible Zoning," dated June 13, 2016 and declared a public record by Resolution 2016-95, three copies of which are on file in the office of the Surprise City Clerk, and incorporated herein by this reference. The boundaries of the Surprise Heritage District are set forth on the attached Exhibit A.

Section 3. Penalty. In addition to any administrative penalties, any person who violates any provision of this Ordinance shall be guilty of a civil or criminal offense pursuant to §122-174 of the Surprise Unified Development Code with punishment of up to and including those of a class 1 misdemeanor.

Section 4. Conflicting Ordinances. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 6. Effective Date. This ordinance will become effective at the time and manner prescribed by law and shall be codified at that time.

PASSED AND ADOPTED this _____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

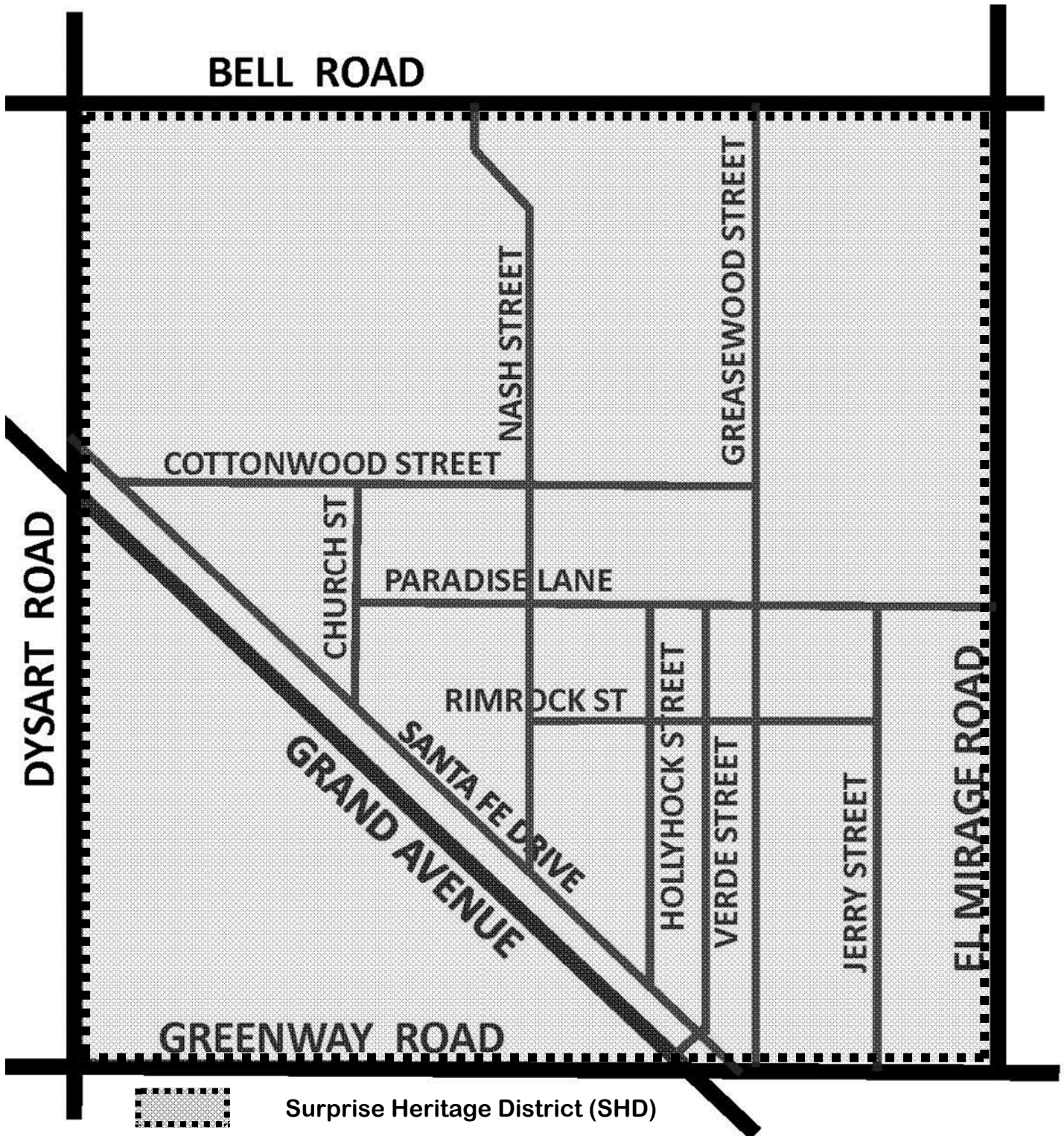
Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



Exhibit A - Surprise Heritage District Boundary Map



(Repeal and replace Sec 122-67 in its entirety with below text)

Code of Ordinances

Part II – Land Development Ordinances

Chapter 122 – Surprise Unified Dev. Code

Article 6 – Zoning Districts

Division 9 Flexible Zoning

SEC 122-69.1 SURPRISE HERITAGE DISTRICT (SHD)

- A. SHD Description.** The “Surprise Heritage District” (“SHD”) is an umbrella district that includes the existing zoning regulations at the time the Ordinance is adopted and carries them forward. The SHD is a hard zone that replaces and repeals the existing Original Townsite (“OTS”) overlay zoning district. The SHD is specifically the area bounded by Bell Road on the north, Greenway Road on the south, El Mirage on the east and Dysart Road on the west. The City will not support any further rezoning in this area other than into one of the two overlay zoning districts specifically associated with the SHD Zoning District.
- B. Purpose.** The purpose of this district is to enhance and protect the historic character of the residential core while providing infill opportunities and encouraging redevelopment for both residential and commercial uses that further reflect the historic character of the area. Further it is intended to promote the ability to live, work, and play within the heritage neighborhood by allowing for a refined mix of land uses and cottage industry that will revitalize and serve the neighborhood while maintaining both the scale and cultural character of the neighborhood.
- C. Establishment of Zoning Districts.** The SHD shall be applied to all properties within this very specific geographic area and in conjunction with either the existing zoning present on the property at the time of the adoption of this zoning ordinance or one of the two overlay zoning districts specifically associated with the SHD Zoning as further described herein.

 - 1. The zoning regulations at the time this Ordinance takes effect shall continue to govern unless the parcel/lot is rezoned to one of the overlay zones associated with the SHD Zoning District as described below.
 - 2. In association with the SHD zone, is the creation of two overlay zoning districts to be known as; a) the “Surprise Heritage District/Residential Overlay” (“SHD/RO”) and, b) the “Surprise Heritage District/Commercial Overlay” (“SHD/CO”).

- a. SHD/RO: This overlay is designed to preserve, protect and enhance the types of uses that are indicative of historic residential neighborhoods and the small scale cottage industry uses that are pedestrian-oriented and support the residents and allow for them to live, work, and play within their neighborhood. Limited multi-family uses that are designed to match the scale, massing, and appearance of the single-family neighborhood may be appropriate on infill parcels. The density of the multi-family use may be increased if the parcel is located at the fringe of the neighborhood and the architectural design, scale, and massing is harmonious with the adjacent neighborhood. Overall density for the SHD/RO zoning district is compliant with the Suburban Development Type in the General Plan 2035 up to 8 dwelling units per acre.
- b. SHD/CO: This overlay is designed to provide and promote the local arts and culture as well as business opportunities that are compatible with and supportive of the Residential Overlay. A mix of neighborhood-scale commercial, retail, entertainment, live/work and mixed-use development shall be the primary land uses. Attached multi-residential complexes may also be permitted within this overlay district if appropriately located at the fringes of the district to serve as a buffer to the adjacent residential neighborhood. Overall density for the SHD/CO zoning district is compliant with the Mixed Use Residential and Commercial Development Types in the General Plan 2035 up to 10 dwelling units per acre.

D. Specific Terms Defined. The following words, terms and phrases, when used in this section, shall have the following meanings ascribed to them.

- 1. Adaptive Reuse: The conversion of historic or obsolescent building(s) from their original or most recent use to a new use representing compatible and appropriate change.
- 2. Cottage Industry: A small business, owned and operated by the residential occupant, in a residential area conducted within the dwelling or in an accessory building. The business may have employees and customers but must be clearly incidental and secondary to the use of the property for single-family residential purposes as well as adhere to the Use Specific Standards in Sec 122-69.1(G) below.
- 3. Community Garden: Land gardened collectively by a group of people. Gardening may include, but is not limited to, all types of horticulture such

as flowers, vegetable or field crops, and orchards containing berry, bush or tree crops.

E. Development Incentives. Development within the SHD shall be eligible for those specific incentives as outlined below.

1. All Properties: Within the SHD Zoning District any new development or redevelopment, including resolution of existing non-conformance issues, shall be eligible for the following incentives:
 - a. A reduction in the front yard setback, for the front porch portion of the structure only, by five (5) feet.
 - b. The maximum square footage of an individual accessory structure shall be 800 square feet; with the total number of such structure(s) limited by the maximum lot coverage.
2. Overlay Properties: In addition to any incentives permitted in section 1 above, development that is zoned one of the two overlay zoning districts associated with the SHD Zoning District (SHD/RO or SHD/CO) shall also be eligible for any of the following incentives:
 - a. New mixed-use projects and multi-residential projects shall be eligible for up to a twenty percent (20%) increase in permitted density when the development provides recreational facilities, community space, and connectivity to existing adjacent developments and the greater neighborhood.
 - b. In lieu of providing on-site parking, participation in a joint use parking lot project or a parking improvement district shall be permitted.

F. Design Standards for all new development in the SHD Zoning District.

1. These Design Standards shall apply to any and all new development in the SHD and supersedes any conflicting design standards in other parts of the Surprise Unified Development Code (SUDC).
2. Prior to any permits being issued for new development, or renovation of existing building, the architectural, site, and landscape plans shall be reviewed by Development Services for adherence to the following Design Standards, in addition to other adopted regulations.
3. Plants and landscape materials shall be drought-tolerant. All areas of bare soil shall be covered with grass, drought tolerant plantings or decomposed granite to discourage weeds and control dust. Edible citrus

and nut trees are permitted. All landscaping shall be well-maintained with diseased and/or dead plant material removed and replaced promptly.

4. Trellis work, open front porches, and cloth shade sails will not be counted as part of the lot coverage allowance.
5. Architectural features of all buildings and structures shall reflect the historical character of Phoenix-valley architecture from the 1880's to the 1950's. These architectural features shall be present on all elevations, and include: projections and reveals; back and side porches on residential structures; roof and cornice lines; doors, windows, and window treatments such as shutters, awnings, and lintels; and other architectural features such as porte-cocheres, garage doors, dormers, chimneys, and patios etc. This also includes the types of building materials, textures, roof treatments and pitches, building heights, building mass, and proportions indicative of historical Phoenix-valley architecture.

Architectural Styles that Reflect the History of the Southwest



6. An open and covered porch on the front elevation for all new residential development shall be required as a means to help create a pedestrian scale connection to the street and permit interaction with neighbors, enhance citizen Block Watch programs, and enhance the sense of neighborhood. Building orientation shall consider the existing environmental conditions and solar orientation.
7. Although not required, residential walls and fences may be built to a height not exceeding six (6') feet in a side or rear yard or thirty-six (36") inches in a required front yard. The wall or fence material shall be compatible with the design style and material of the main structure,

preferably masonry, wrought iron, painted wood. The use of chain link fencing (with or without slats) is prohibited.

8. All non-residential land uses that abut residential properties are required to provide visual screening from those residences by an opaque wall or landscaping of approved drought-tolerant plant materials in combination with a wall. This screening shall include accessory uses, loading and unloading areas, and trash receptacles. The use of concertina wire is prohibited when adjacent to a public right-of-way.
9. On-site retention shall be required for all non-residential properties, all multi-family residential properties, and residential properties with more than one (1) single-family dwelling. Rainwater harvesting for plant irrigation is encouraged.
10. A color palette of earth tones shall be the predominate color used. The use of accent colors is encouraged to provide a festive and lively streetscape. Accent color, different from the predominate wall color, should be used to accent entryways and special architectural and trim elements (i.e. columns, trellises, lintels, sills, door and window frames, cornices and moldings).
11. Roof-mounted mechanical equipment shall be screened from public view and designed to appear as an integral part of the building, with the exception of solar panels. Mechanical equipment, propane tanks, water filters, coolers and air conditioning units and similar utility equipment installed at ground level or wall mounted shall be screened from public view.

G. Land Use Matrix for the SHD-RO and SHD-CO Zoning Districts.

1. For those properties not in one of the overlay zones associated with the SHD, the Land Use Matrix in Sec 122-43 shall apply.
2. The following Land Use Matrix, **Table No. 1**, describes land uses that are allowed in the SHD-RO and SHD-CO overlay zones.
 - a. Those uses delineated as needing a Conditional Use Permit (CUP) shall be processed as a Type III development application (see Sec 122-154).
 - b. Those uses delineated as needing an Administrative Use Permit (AUP) shall be processed as a Type I development application (see Sec 122-152).
 - c. Those uses delineated as Permitted (P) uses shall be permitted by-right within the specific zoning district as listed in **Table No 1**.

Permitted uses are subject to all applicable standards of this Chapter and the Surprise Unified Development Code (SUDC).

- d. All other uses are prohibited (indicated by a double-hyphen "--").

TABLE NO. 1 LAND USE MATRIX FOR THE SHD OVERLAY ZONING DISTRICTS (P = Permitted; AUP = Administrative Use Permit; CUP = Conditional Use Permit; "--" = Prohibited)			
LAND USE GROUP		SHD/RO	SHD/CO
Agricultural, Ranching and Open Space Uses			
1.	Animal Hospitals, Clinic, and Boarding Facilities (refer to Sec 122-74)	--	P
2.	Community Garden (refer to Use Specific Standards of Sec 122-69.1G2 below)	P	P
3.	Farmers Market (refer to Sec 122-82)	AUP	P
4.	Parks, Recreation, and Open Lands	P	P
Residential Uses			
5.	Assisted Living Center	AUP	P
6.	Assisted Living Home (refer to Sec 122-99)	P	--
7.	Bed And Breakfast Establishments (refer to Sec 122-76)	AUP	--
8.	Caretaker, Guest or Granny Flat Dwelling (refer to Sec 122-83)	P	--
9.	Group Home (refer to Sec 122-84)	P	--
10.	Home Occupations (refer to Sec 122-86)	P	P
11.	Hotels, Timeshares (refer to Sec 122-88)	--	P
12.	Manufactured Homes (refer to Use Specific Standards of Sec 122-69.1G5 below)	P	--
13.	Multi-Family Dwellings (refer to Use Specific Standards of Sec 122-69.1G3. below)	CUP	P
14.	Nursing Care Institution	CUP	P
15.	Single-Family Dwellings (detached)	P	--
16.	Single-Family Dwellings (detached with multiple single-family structures on 1 lot of record)	AUP	--
17.	Single-Family Dwelling (attached) (refer to Use Specific Standards of Sec 122-69.1G4. below)	AUP	--
Retail and Service Uses			
18.	Alcohol—Bar and/or Tavern, Microbrewery (refer to Sec 122-104)	CUP	P
19.	Animal Hotel/Overnight stay (refer to Sec 122-74)	--	P
20.	Banks	--	P
21.	Day Care Center - Child and/or Adult Care (refer to Sec 122-80)	AUP	CUP
22.	Drive-Through Facilities (refer to Sec 122-78)	--	P
23.	Funeral Home, Mortuary	--	P
24.	Linen/Uniform/Diaper Service (Pickup and Supply Only)	--	P
25.	Massage - Therapeutic	--	P

TABLE NO. 1 LAND USE MATRIX FOR THE SHD OVERLAY ZONING DISTRICTS (P = Permitted; AUP = Administrative Use Permit; CUP = Conditional Use Permit; "--" = Prohibited)			
LAND USE GROUP		SHD/RO	SHD/CO
Retail and Service Uses (continued)			
26.	Medical Clinic or Laboratory	--	P
27.	Medical Office	--	P
28.	Mobile Vending	P	P
29.	Nursery (display & sale of plants, seeds, or other horticultural items) (refer to Sec 122-93)	CUP	P
30.	Personal Services Establishment (Typical personal service uses include arts and craft studios, barber/beauty shops, locksmith, shoe repair, tailors, photo studios, cleaning pickup and receiving station, travel agencies, printing or copy shops)	--	P
31.	Personal Services Establishment (Uses Listed Above) - as a "cottage industry" (refer to Sec 122-69.1D and Sec 122-69.1G1 below)	AUP	P
32.	Restaurant, Sit-down (Principally for the sale and consumption of food on the premises)	--	P
33.	Restaurant, Convenience (Sale and consumption of food which has direct window service allowing customers to pick up food for off-premise consumption) (refer to Sec 122-78)	--	P
34.	Restaurant, Sit-down or Convenience (excluding drive-thru) - as a "cottage industry" (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--
35.	Retail Shopping Establishment limited to under 45,000 sf (Typical general merchandise includes clothing and other apparel, equipment for hobbies and sports, gifts, flowers and household plants, dry goods, food and/or alcohol, home décor, home improvements, toys, furniture, antiques, books and stationery, pets, and similar consumer goods. Food store uses include grocery, delicatessen, catering, and specialty foods stores.)	--	P
36.	Retail Shopping Establishment – Less than 3,000 sq. ft. (Uses Listed Above)	AUP	P
37.	Retail Shopping Establishment (Uses Listed Above) - as a "cottage industry" (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--
38.	Vehicle Fueling Stations (refer to Sec 122-106)	--	P
Office Uses			
39.	Call Center - as a "cottage industry" (refer to Sec 122-9.1D and Sec 122-69.1G1 below).	AUP	--
40.	Call Center	--	P
41.	General Office	--	P
42.	Professional Office - as a "cottage industry" (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--
Public/Quasi-Public Facility Uses			
43.	Business/Technology Incubator Space	--	P
44.	Library	P	P
45.	Post Office	P	P
46.	State and County Facilities	--	P
47.	Utility Equipment Infrastructure	P	P

TABLE NO. 1			
LAND USE MATRIX FOR THE SHD OVERLAY ZONING DISTRICTS			
(P = Permitted; AUP = Administrative Use Permit; CUP = Conditional Use Permit; "--" = Prohibited)			
LAND USE GROUP		SHD/RO	SHD/CO
Public/Quasi-Public Facility Uses (continued)			
48.	Wireless Telecommunication Facility (WTF)	refer to Sec 122-112 for permitting requirements	
Assembly Uses			
49.	Assembly Uses limited to under 5,000 sf (Private Clubhouse and Lodges, Community Facilities, Public Meeting Hall, Youth Organization Clubs & Associated Activities, Auditoriums, Places of Worship)	AUP	AUP
50.	Assembly Uses (Uses Listed Above) greater than 5,000 sf (refer to Sec 122-69.1G3 below)	CUP	CUP
51.	School—University or College (refer to Sec 122-101)	--	CUP
52.	School—Pre-K through 12 (refer to Sec 122-100)	CUP	CUP
Recreational and Amusement Uses			
53.	Athletic or Fitness Club, Commercial Recreation Facilities	--	P
54.	Athletic or Fitness Club, Commercial Recreation Facilities (Less than 5,000 gross sq. ft. and Indoor Activities Only)	P	P
55.	Athletic Fields—Non-commercial	P	P
56.	Bowling Alley, Dance Hall, Pool Hall	--	P
57.	Galleries, Museums (including display and production space)	--	P
58.	Galleries - as a “cottage industry” (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--
59.	Theater - Indoor including Dinner Theatres	--	P
Transportation Uses			
60.	Park and Ride	--	CUP
61.	Surface Parking Lot and Parking Structure	CUP	P
62.	Transit Depot	CUP	CUP
Mixed Use Buildings			
63.	Mixed Use Buildings – for uses previously listed in this Matrix (refer to Sec 122-91)	CUP	P
Manufacturing and Process Uses			
64.	Food Service Establishment under 15,000 sf that has manufacturing, on-site restaurant & retail combined as part of the establishment	--	CUP
65.	Paper Products – as a “cottage industry” (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--
66.	Warehousing, Mini	--	CUP
67.	Welding Shop in association with art gallery - as a “cottage industry” (refer to Sec 122-69.1D and Sec 122-69.1G1 below).	AUP	--

- H. Development Standards for the SHD Zoning Districts.** The development standards shown in **Table No. 2** and **Table No. 3** below are applicable to all properties within the SHD. These tables identify the development standards for properties that either retain the standard zoning (for example: SHD-RL-5 or SHD-CN) or have been rezoned into one of the overlay zones (for example: SHD-RO and SHD-CO).

Table No. 2 – SHD Residential Neighborhood					
	Retaining Existing Zoning ⁵		Residential Overlay Zoning (RO)		
	Existing RL-5	Existing RM	Attached Product	Detached Product	Multi-Family Product
Min. Lot Area	7,000	6,000	5,000	5,000	15,000
Min. Lot Width	60'	50'	--	--	--
Min. Lot Depth	100'	60'	--	--	--
Min. Front Setback	20' w/ 5' BTL ²	20' w/ 5' BTL ²	15' ^{2,3}	15' ^{2,3}	15' ^{2,3}
Max. Front Setback	--	--	30' ⁴	30' ⁴	30' ⁴
Min. Side Setback	5'/15'	5'/10' ¹	5'/10' ¹	5' w/ 15' total ¹	20'
Min. Rear Setback	12'	12'	12'	15'	20'
Max. Bldg. Height	35'	35'	30'	30'	35'
Lot Coverage %	45%	45%	65%	65%	65%
Notes: 1 0 feet; side yard setback permitted for common wall attached dwelling option. End units shall maintain minimum total yard setback on one side of building. 2 Only a covered front porch may encroach closer to the street by up to 5 feet. 3 Front facing garage doors shall be setback a minimum of 20 feet. 4 Measured from the primary dwelling; excluding front porch. 5 Dimensions may only be illustrative; specific property development standards are governed by the SUDC.					

Table No 3 – Non- Residential Area				
	Retaining Existing Zoning ⁴			Commercial Overlay (CO)
	Existing CN	Existing CC	Existing IP	
Min. Lot Area	12,000	18,000	20,000'	--
Min. Lot Width	100'	100'	50'	--
Min. Lot Depth	--	--	--	--
Front Yard Setback	Est. BTL	Est. BTL	Est. BTL	15'
Side Yard Setback	10'/0' ¹	24'/0' ¹	15' ²	10'/0' ¹
Rear Yard Setback	20'	24'	25' ²	10'
Max. Bldg. Height	30'	35'	35'	45'/35' ³
Lot Coverage %	--	--	--	85%
Notes: 1 0 feet side yard setback permitted for common wall option. 2 50 feet setback from residential. 3 45 foot height limit for Mixed-use, Multi-Family & Assembly Uses. All other uses limited to 35 feet. 4 Dimensions may only be illustrative; specific property development standards are governed by the SUDC.				

I. Use-Specific Standards

1. Cottage Industry as accessory to a single-family residential use, as defined in Sec 122-69.1(D), shall adhere to the following use-specific standards:
 - a. Not more than forty-nine (49%) percent of the dwelling unit may be used for cottage industry. Up to one hundred (100%) percent of accessory buildings may be used for cottage industry.
 - b. The maximum size, including all portions of the dwelling and any and all accessory buildings used as a cottage industry shall be limited to 4,000 square feet or not more than sixty-five (65%) percent lot coverage, whichever is less.
 - c. The cottage industry use shall be limited to the first floor of the dwelling, accessory buildings, and outdoor areas of the lot.
 - d. A cottage industry use that receives patrons, students or any business-related individuals may only do so between the hours of 8:00 a.m. and 8:00 p.m.
 - e. Individual accessory buildings used as part of a cottage industry may be a maximum of 800 sq. ft. with the number of such buildings being subject to the total lot coverage limitations.
 - f. Accessory buildings and outdoor areas used for cottage industry purposes are intended to be limited to low intensity uses that produce or repair a product, and operate in such a way that they do not adversely affect adjacent properties. Parking and storage of business related commercial-rated vehicles, equipment, and products shall be limited to an enclosed building or within the rear yard and screened by an opaque wall or landscaping of approved drought-tolerant plant materials in combination with a wall.
 - g. Outdoor dining accessory to a cottage industry:
 - i. Shall not be located within the required front yard, shall be a minimum of fifteen (15') feet from an adjacent residential use, and screened by a minimum three (3') foot high opaque screening barrier or landscaping of approved drought-tolerant plant materials in combination with the barrier.
 - ii. Shall not be more than fifty (50%) percent of the dwelling unit's ground floor gross area.

- iii. Shall not operate outside of the indoor restaurant's hours of operation.
 - h. A cottage industry use shall not change the character of the structure or alter the residential character of the neighborhood and shall be pedestrian-oriented.
 - i. Cottage industries may employ up to 5 employees in addition to those residing in the residence.
 - j. Signage shall be limited and shall comply with the following:
 - i. One Shingle Sign designed to be hung from the front porch element of the structure and oriented primarily for the aid of pedestrians is permitted per business; the sign area shall not exceed six (6) square feet. The minimum clearance between the bottom of the shingle sign and any underlying pedestrian walkway shall be seven feet, six inch.
 
 - ii. One A-frame Sign may be permitted; it shall not to exceed six (6) square feet in surface area on any one side and must be located on-site and within ten (10) feet from the edge of the front porch (or front door if no porch is present) of the business.
 
- 2. Community Gardens as defined in Sec 122-69.1(D), shall adhere to the following use-specific standards:
 - a. A fence shall be provided on the perimeter of the garden in accordance with the design standards in Sec 122-69.1.I.6 herein.
 - b. The site shall be designed and maintained so that water and fertilizer will not drain to adjacent property.
 - c. Hours of operation shall be limited to the hours between 6 a.m. – 8 p.m.
 - d. Waste receptacles shall be provided and screened from neighboring properties. Refuse shall be removed so as not to be a nuisance.

- e. Composting equipment and containers, if provided, shall be specifically designed for that purpose and shall be located away from adjacent residences, businesses, and parks. Open composting piles are prohibited.
 - f. Facilities shall be provided for the storage of any tools, fertilizers, equipment or other materials used in conjunction with the community garden. Such facilities shall screen materials from neighboring properties and shall be adequately secured and meet setback requirements.
 - g. The property shall be maintained in a neat and orderly fashion as required by the Surprise Property Maintenance Code.
3. Multi-Family Dwellings and Assembly Uses over 5,000 square feet shall adhere to the following use-specific standards:
- a. The residential development shall have a building frontage presence to the neighborhood street rather than a parking lot frontage. The front entry shall include a walkway to the street or surrounding neighborhood.
 - b. All multi-story buildings shall have unified and stylistic design elements present on all sides of the building(s). A variety of massing and building heights and stepping rooflines are strongly encouraged. Straight rooflines should be minimized by using offsets, differing heights, stepping, or different orientations to produce variety within a development.
 - c. A color palette of earth tones shall be the predominate color used. The use of accent colors is encouraged to provide a festive and lively streetscape. Accent color, different from the dominate wall color, should be used to accent entryways and special architectural features of a building.
 - d. The required off-street parking spaces shall be located in the rear, to the side, or beneath the structures with cars recessed one-half level to avoid interrupting the rhythm of the established streetscape, to make land on site available for gardens and courtyards rather than for surface parking, and to provide a pedestrian level connection to the neighborhood.
 - e. Mechanical equipment and similar utility devices, whether ground level or roof mounted, shall be screened from public view and designed to appear as an integral part of the building, with the exception of solar panels. The mechanical equipment screening

shall be included in the overall allowed building height. Mechanical equipment shall be treated to be non-reflective. Electrical meters, service components, and SES cabinets should be screened from public view or designed to appear as an integral part of the building.

- f. Reflective building materials are prohibited. Metallic surfaces, including roof materials, shall be treated to be non-reflective.
 - g. The use of metal or corrugated metal as the primary building material is prohibited; it may however be used as an architectural accent or decorative element.
 - h. The building materials of a project shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments. The City strongly encourages all new buildings to meet LEED (Leadership in Energy and Environmental Design) certification standards and building sites to utilize Low Impact Development (LID) technologies.
 - i. All buildings shall harmonize architecturally with the residential character of the neighborhood.
 - j. Assembly Uses may be required to provide a traffic study, depending on the specific location.
4. Attached Single-Family Dwellings shall adhere to the following use-specific standards.
- a. All buildings shall have their main entrance opening to a street or a central interior courtyard.
 - b. A variety of rooflines styles and heights shall be used as well as projections and recesses. The structures shall have stylistic architectural design elements on all sides. The architecture shall incorporate style-appropriate and varied door and window openings and architectural embellishments. A variety of porch configurations shall be used to provide functional architectural integrity to the buildings.
 - c. Brick, integral colored block, or slump block shall be used (not painted concrete masonry units) for buildings using masonry as the primary material.
 - d. Flat asphalt shingles shall not be permitted. Clay tile, concrete tile, architectural asphalt shingles, cementitious or fiberglass tiles, and standing-seam or corrugated metal shall be the permitted

roofing material. New roofing products shall require city approval.

5. Manufactured Homes, as defined in Sec 122-178, may be permitted to provide affordable and diversified housing opportunities within the SHD provided they maintain the aesthetic and architectural design standards similar to those required for conventional site-built homes; more specifically the following use-specific standards.
 - a. Existing mobile homes or manufactured homes that are not in compliance with the use-specific standards listed herein at the time of the adoption of this Ordinance shall be governed by the provisions of the SUDC – Zoning Ordinance on non-conforming structures.
 - b. The existing mobile home or manufactured home may be replaced in its' entirety with a conventional site-built home or with a multi-sectional manufactured home that will provide a dimensional appearance similar to the site-built homes in the neighborhood.
 - c. All manufactured homes shall be required to meet the current HUD Code standards, be certified under the National Manufactured Housing Construction and Safety Standards Act of 1974, and comply with State of Arizona Office of Manufactured Housing regulations.
 - d. A manufactured home shall not have been constructed more than ten (10) years prior to the date of application for building installation permit.
 - e. A mobile home, recreational vehicle, or park model may not be used as a residential dwelling within the SHD Zoning District.
 - f. Foundations. The manufactured home shall be set and placed on an excavated foundation with permanent stem wall so that the home appears to have a foundation wall similar in appearance and kind to conventional site built homes.
 - g. Exterior Building Materials. Reflective building materials are prohibited. Metallic surfaces, including roof materials, shall be treated to be non-reflective. The building materials shall be durable, require low maintenance, and be of the same or higher quality as the surrounding site-built homes. Acceptable siding materials include: vinyl, wood, stucco, brick, stone, or other masonry materials or any combination of these materials.

- h. Roof Materials. Flat asphalt shingles shall not be permitted. Clay tile, concrete tile, architectural asphalt shingles, cementitious or fiberglass tiles, and standing-seam or corrugated metal shall be the permitted roofing material.
- i. Mechanical equipment. Roof-mounted mechanical equipment is prohibited. Mechanical equipment, propane tanks, water filters, coolers and air conditioning units and similar utility equipment shall be installed at ground level or wall mounted and should be screened from public view.
- j. Garage or Carports. The design and materials of any garage or carport shall be compatible with the design and materials of the main structure.
- k. Semi-Attached Accessory Structures. An open covered porch, deck or veranda is required on the front elevation. Uncovered porches, decks, or verandas are permitted on the side and rear of the home provided they meet the setback requirements. Canopies, awnings or other structures to provide shade or protection from weather shall be open on three (3) sides.
- l. Steps. If the dwelling unit has steps leading to the front entry the steps shall be attached to a permanent foundation and designed and constructed to compliment the architectural style of the dwelling unit.
- m. Anchor Ties. The structure shall be anchored to the ground, in accordance with engineered plans and/or approved manufactured home installation standards.
- n. Additions. All additions and alterations shall be in compliance with the current Building Code as adopted by the City or in compliance with the most current HUD Code standards.

J. **Penalties for Violation.** Any person found to have violated any provision of this article shall be guilty of a class 1 misdemeanor.

Development Incentives Comparison Table

Development Incentive	Removed/Retained/Added	Analysis
Residential Development – 100% Waiver of Surprise Development Impact Fees	Retained	Beneficial to residents
NEW OR EXPANDING Commercial Development – 100% waiver of building permit and plan review fees	Retained	Beneficial to residents
NEW OR EXPANDING Commercial Development – <u>100% Waiver of Surprise Development Impact Fees</u>	ADDED	Provides addition financial incentives to attract business into the OTS
Expedited plan review services	Removed	Timelines identified within this section reflect a similar review time that is established within the Community Development Department.
Administrative rezoning	Removed	This section is only eligible for property with the SHD-CO and SHD-RO zones.
Cottage Industry businesses affiliated with a local-oriented small business promotion organization (such as “Local First Arizona”) shall be <u>exempt from paying the annual City of Surprise Business License fee.</u> Proof of such affiliation must be presented annually to the City.	ADDED	Provides additional financial incentives for residents that hope to bring business into the OTS

PUBLIC ENGAGEMENT FORM

PROJECT TITLE: FS16-149 Surprise Heritage District

OVERALL PUBLIC INVOLVEMENT LEVEL:

This project began with interactive visioning sessions and surveys. Feedback was received from residents of the OTS. Staff made regular presentations at the monthly District 4 meetings with Councilwoman Villanueva.

IDENTIFY STAKEHOLDERS:

The Surprise Heritage Districts incorporates all properties within the Original Townsite. This includes residential, commercial, and municipal properties.

OBJECTIVES:

The purpose of this district is to enhance and protect the historic character of the residential core while providing infill opportunities and encouraging redevelopment for both residential and commercial areas that further reflect the historic character of the area.

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when) January 2015 - June 2016

Future Council Work Session/Meetings target dates June 21, 2016

Election dates (if applicable)

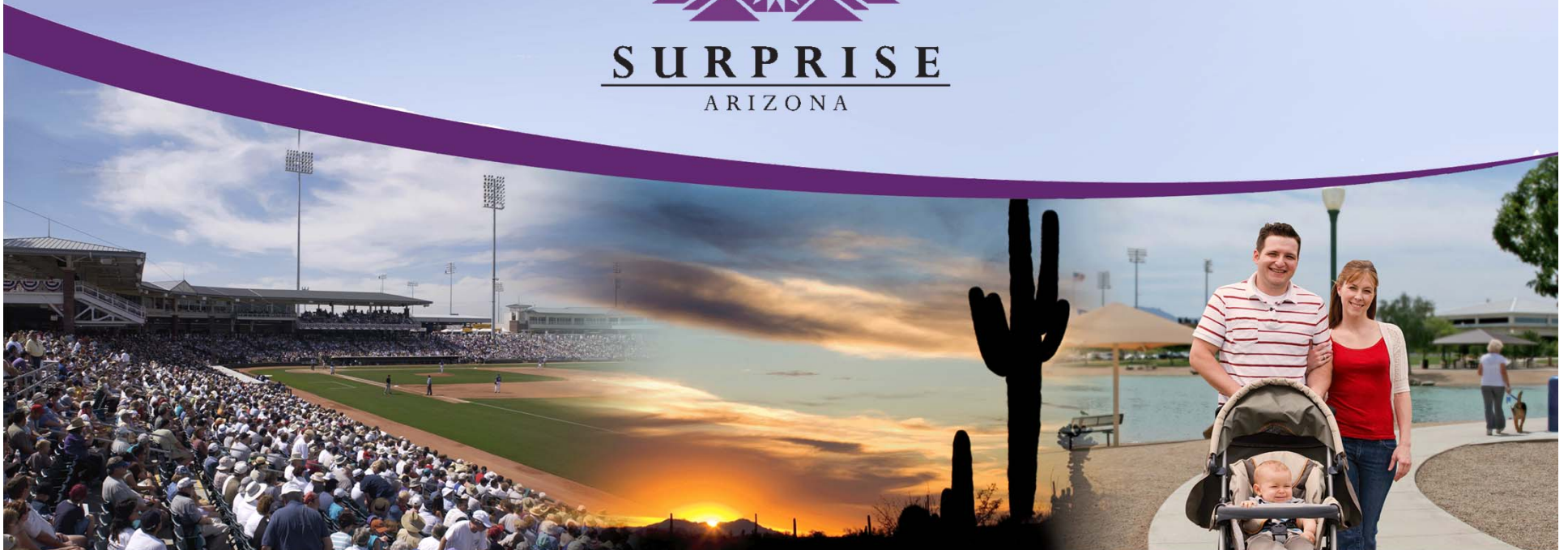
Project start/completion dates

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

City Council Public Hearing Surprise Heritage District

June 21, 2016



Today's Agenda



I. Zoning Text Amendment

- Create Surprise Heritage District (SHD)
- Create Residential Overlay (RO) and Commercial Overlay (CO)

II. Rezoning Action

- Apply SHD zoning to all properties within the OTS
- Apply RO zone to the residential areas
- Apply CO zone to the commercial areas

III. "Infill Incentive District"

- Discuss text amendment

IV. Project Summary

V. Questions & Comments

I. ZONING TEXT AMENDMENT



Creating the Surprise Heritage District



City of Surprise

Specific Plan for the
Revitalization of the
Original Townsite

Prepared for the City by:
Community Sciences Corporation
3900 East Camelback Road, Suite 611
Phoenix, AZ 85018



Municipal Code of Ordinances
Part II – Land Development Ordinances
Chapter 122 – Surprise Unified Dev. Code
Article 6 – Zoning Districts
Division 9 Flexible Zoning

Section 122-69.1- Surprise Heritage District (SHD)

Revitalization Plan for the OTS

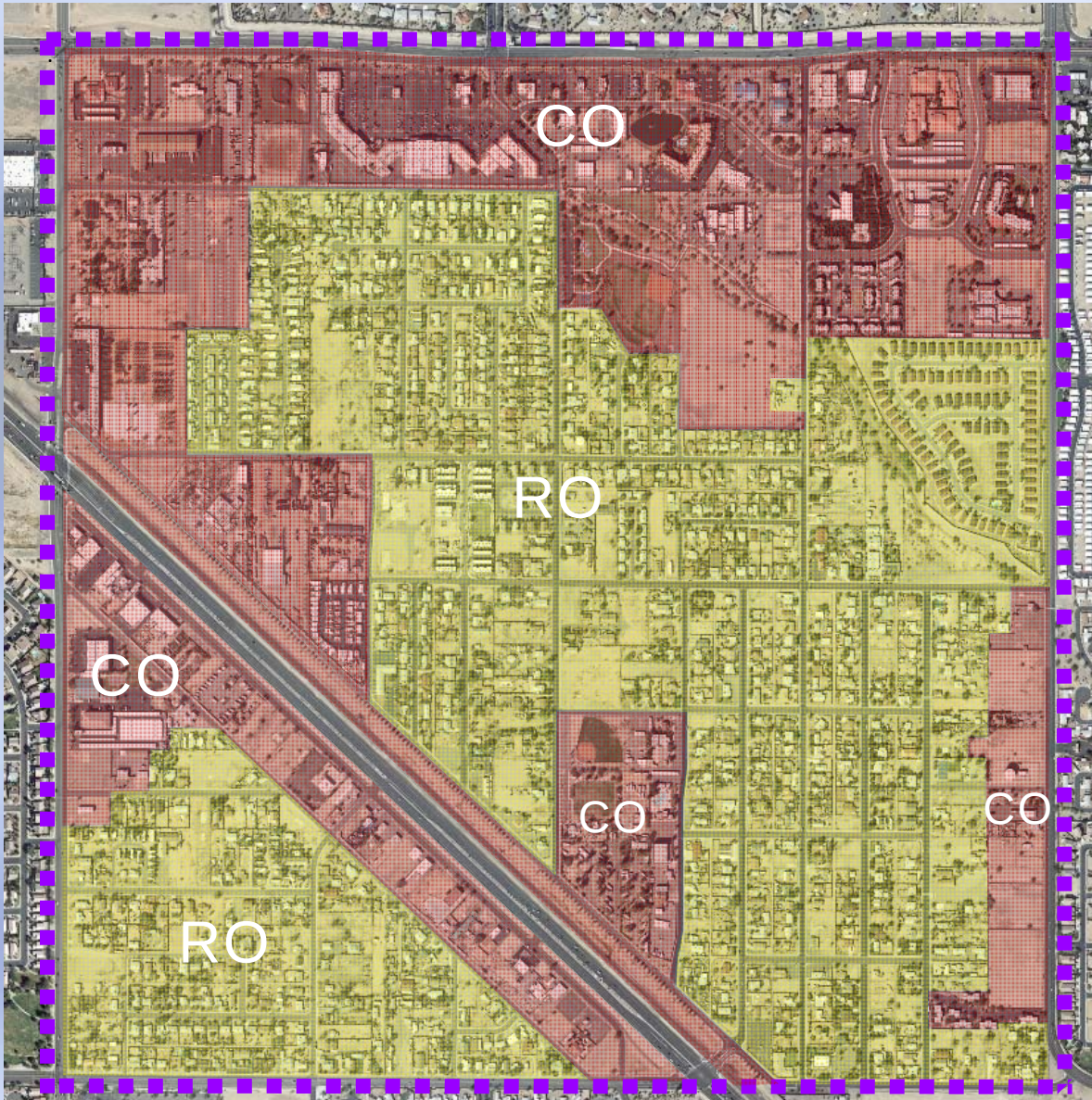
- Adopted in 2002
- Preferred Land Uses
- Design Standards
- Doesn't allow new C-3 or Industrial Zoning
- 1 of 3 documents used to review projects within the OTS



Surprise Heritage District (SHD)

- Proposed text amendment to zoning ordinance
 - Consolidates documents into 1 section to review projects in the OTS
 - Increases protection for neighborhoods and creates more development incentives
- Residential Overlay (RO) and Commercial Overlay (CO)
- New Land Use Matrix, enforceable through code
 - Introduction of new "Land Use" terms
 - Doesn't allow new C-3 or Industrial Zoning

I. ZONING TEXT AMENDMENT



Creating the Surprise Heritage District

■ ■ ■ SURPRISE HERITAGE DISTRICT (SHD)

- SHD is the hard zoning of the geographic boundary for the Original Townsite (OTS)
- SHD will consolidate existing design expectations and requires changes to the current development incentives
- Ensures that the desired character and architecture is implemented throughout the entire OTS
- SHD hard zoning district will not add new land use regulation within the OTS

Proposed Overlays

- City initiated rezoning request
- Not required for all properties, preferred
- Goal to have all properties associated with one of the overlay zones
- New Land Use Matrix created from the OTS Revitalization Plan and public input

I. ZONING TEXT AMENDMENT



Design Requirements for ALL Properties

- Only applies to new construction or a major renovation
 - Doesn't require existing buildings or homes to change, unless owners want to make a change
- Promotes desired pedestrian scale by **requiring front porches** on new homes or major renovations
- Architectural features of all buildings and structures shall reflect the historical character of Phoenix-valley architecture from the 1880's to the 1950's
- Examples shown below are residential but similar construction can be used for commercial buildings
- Still allows for walls in the back yard and short view fences in the front

***Sample image from proposed text amendment**

Architectural Styles that Reflect the History of the Southwest



California Bungalow



Craftsman Bungalow



Spanish Colonial Revival



Classical Bungalow



Southwest Style



Pueblo Revival

I. ZONING TEXT AMDENMENT



Different From Traditional Single-family Residential Neighborhoods

The **Residential Overlay (RO)** allows for a variety of residential land uses

- single-family, possible for more than 1/property
- duplex, or architecturally integrated apartments
- live/work units
- Consolidates a Variety of residential zoning
 - RL-5 and RM-6 become SHD-RO

New Development standards may help bring current “legal, non-conforming” properties into conformance

- Smaller setbacks
- Increased maximum Lot Coverage
- Allow more than 1 accessory structure
- Obtain financing from lenders

The RO promotes desired pedestrian scale with flexible front yard setbacks.

Introduces “cottage industry” into the OTS

- Help economic base between home based businesses and conventional businesses

Allows Manufactured Homes

- Must meet specific use standards and SHD design standards

Different From Traditional Commercial Development

The **Commercial Overlay (CO)** consolidates commercial land uses into one zoning overlay

- Merge commercial/industrial zoning districts
- CN, CC, CR, IL districts will become SHD-CO
- Promote the local arts and businesses that are compatible and support the residential neighborhood

New Land Use Matrix is easy to read

- Includes all desired existing land uses
- Excludes intense commercial/industrial uses
- Adds new land uses to attract new businesses

Allows Variety of Development Projects

- Mix of neighborhood-scale commercial, retail, entertainment and mixed-use development
- Promotes integrated-use development projects
- Allows multi-family and true mixed-use buildings

Prohibits new CR and IL land use after rezoned

- This will not take away existing land use right
- Properties may opt-out of the City rezoning application to retain existing zoning

The CO promotes pedestrian activity

- Requiring pedestrian connections or trails to adjacent properties and neighborhoods

I. ZONING TEXT AMDENMENT



Home Occupation VS. Cottage Industry

- A small business conducted as an accessory to the residence
- Both protect against adverse effects of activities associated businesses in residential areas
- Hours of operation are defined as 8am-8pm

Home Occupation

- No outside employees
- Must use less than 25% of home
- Can't be done outside the home nor in shed/work shed
- No advertising allowed
- General list of allowed businesses (not exclusive)
- Some businesses are specifically prohibited

Cottage Industry

- Allow a small number of employees
- May use up to 50% of the home
- Activities are allowed outside the house (must be screened)
- Small signage is allowed to **identify** a business in the home
- Wider range of business types can be a "Cottage Industry"

Type of Business	Home Occupation	Cottage Industry
Beauty shops and Barber shops	Prohibited	Allowed
Photo Studio	Prohibited	Allowed
Pottery and Art Studio	Only allowed in home	Allowed in Shed/Garage
Restaurants	Prohibited	Allowed
Small Appliance Repair	Prohibited	Allowed

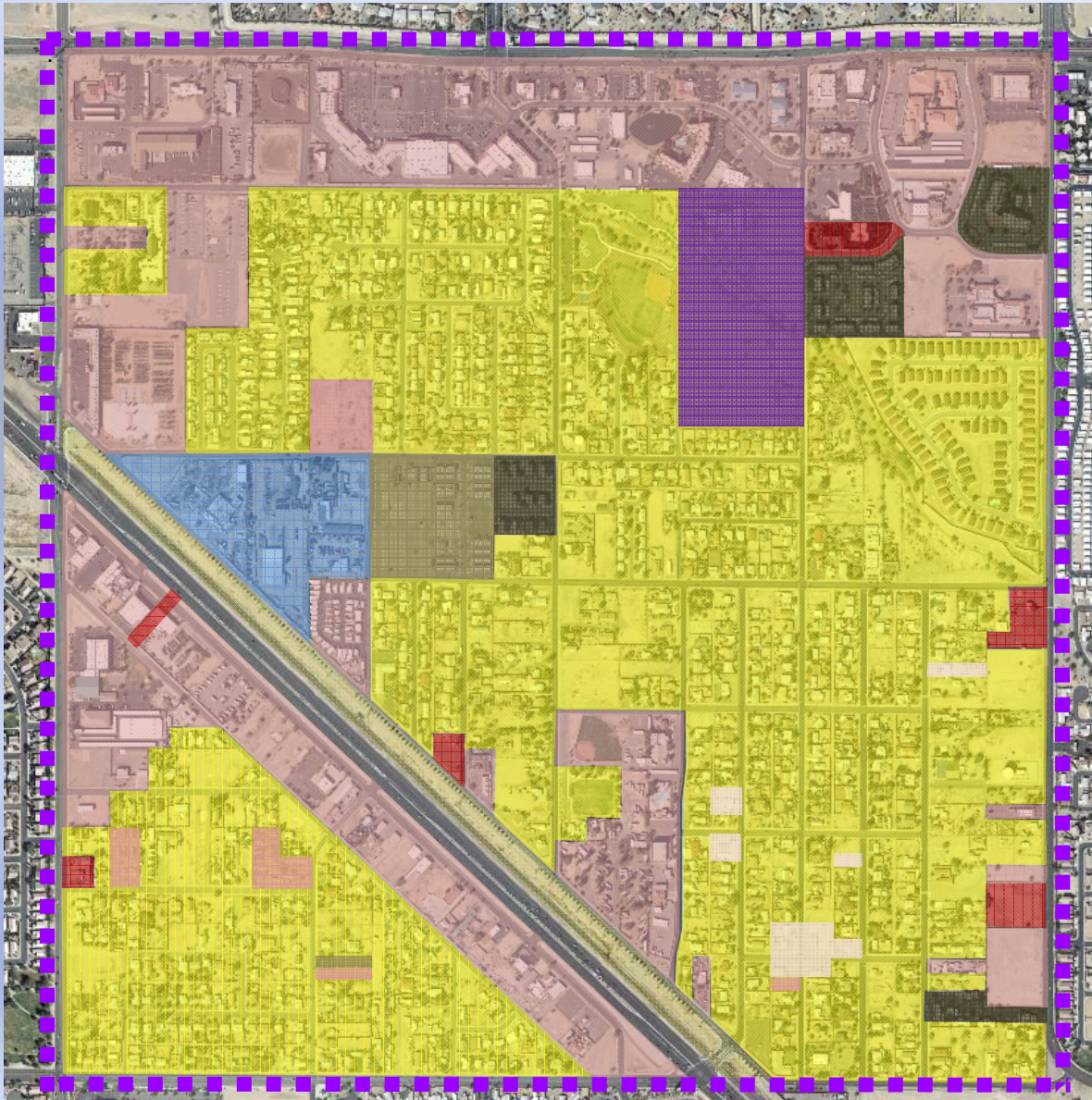
I. ZONING TEXT AMDENMENT



Cottage Industry



II. REZONING ACTION – SHD



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH

Apply SHD Zoning

SURPRISE HERITAGE DISTRICT (SHD)

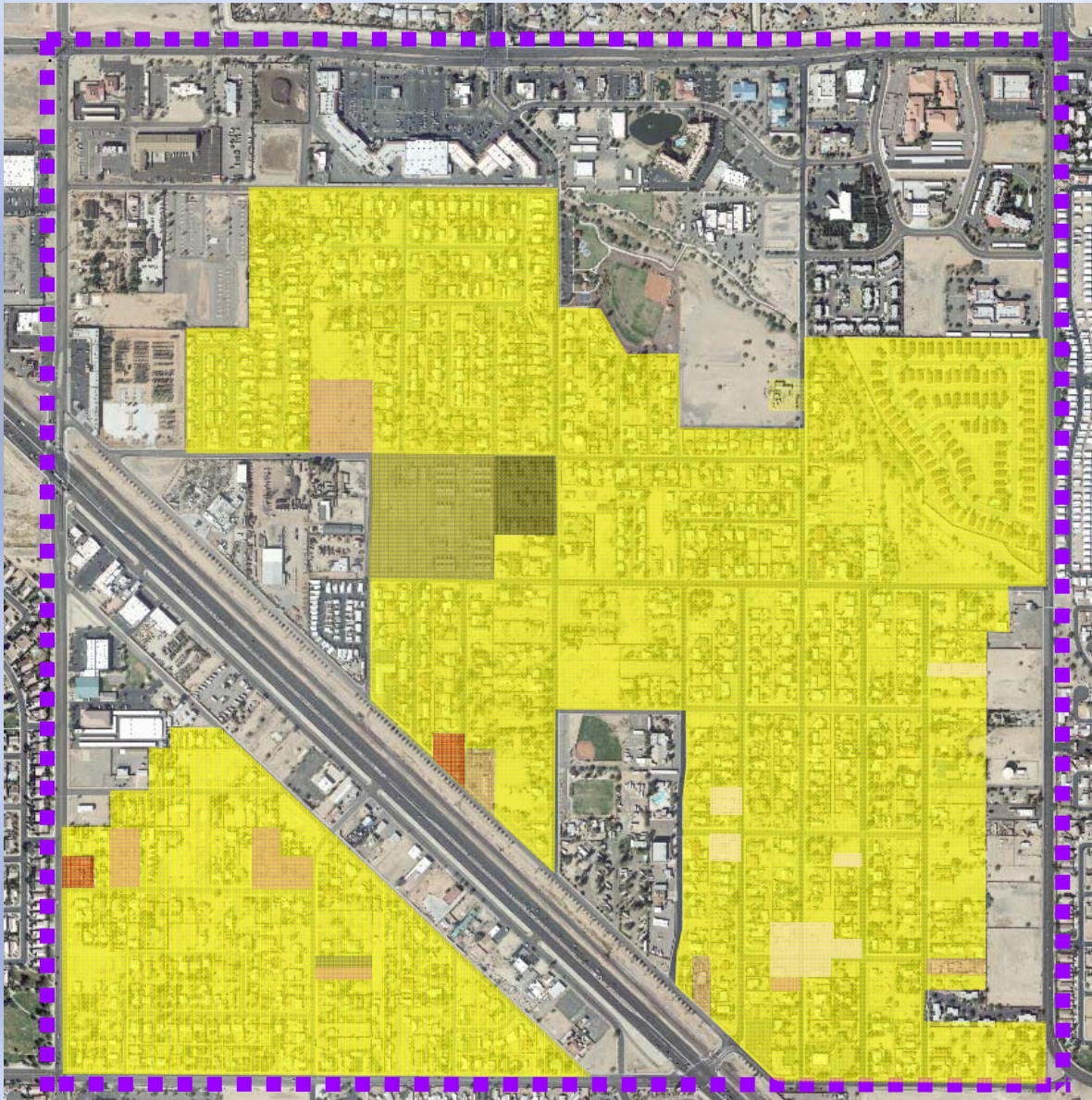
Comprehensive design standards

- Ensures that the desired character and architecture is implemented throughout the entire OTS

Works in union other zoning regulations

- Does not change allowed land use regulations
- Does not change development standards

II. REZONING ACTION – SHD-RO



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH
SHD		

Apply SHD-RO Zoning

Current Zoning:

- RL-5, RM, RH, PAD, CN, CC, CR

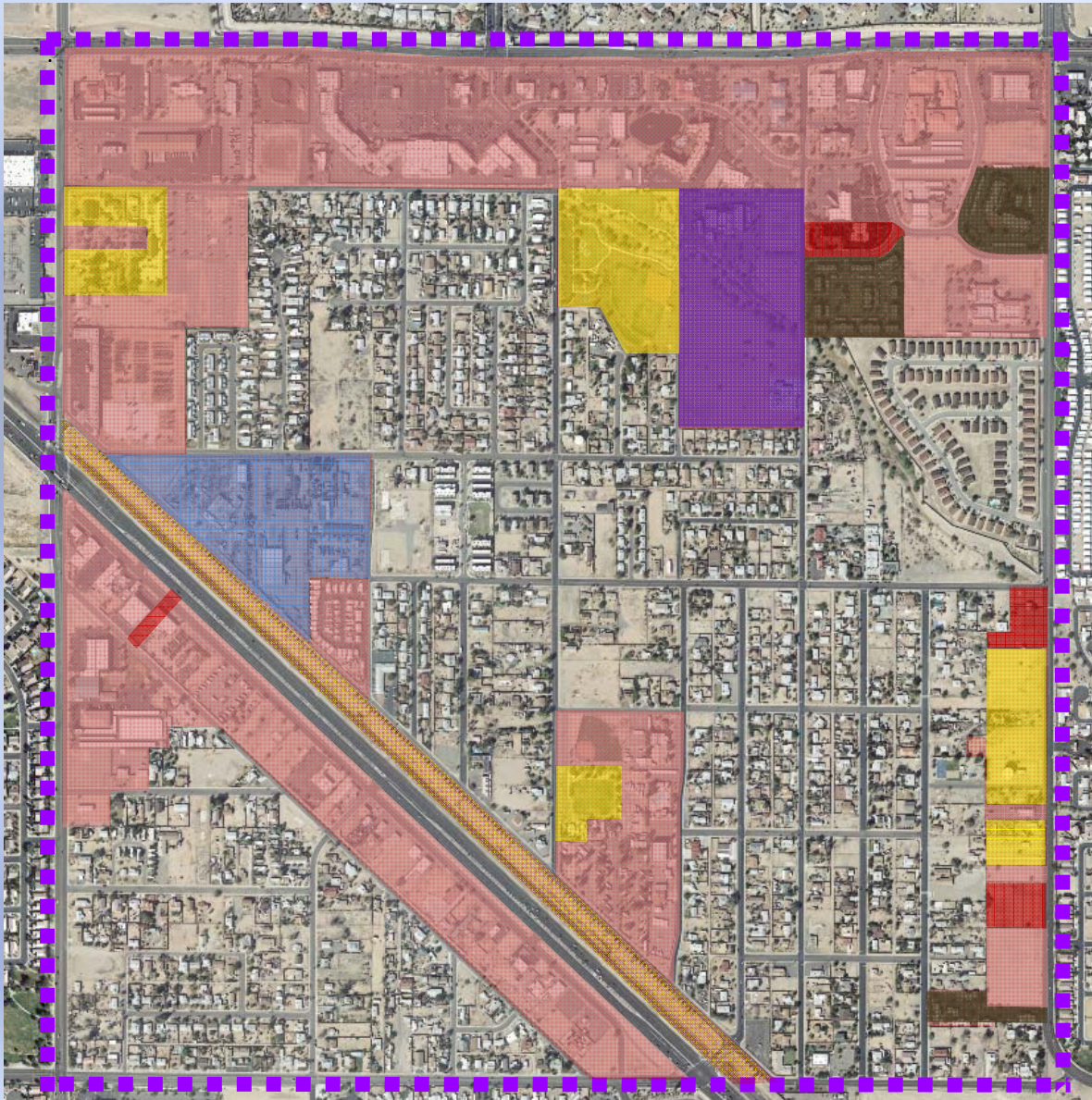
Proposed Zoning:

- SHD-RO

Area: ???

Quantity: 1,135 parcels

II. REZONING ACTION – SHD-CO



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH
SHD		

Apply SHD-CO Zoning

Current Zoning:

- RL-5, RH, PAD, CC, CR, IP

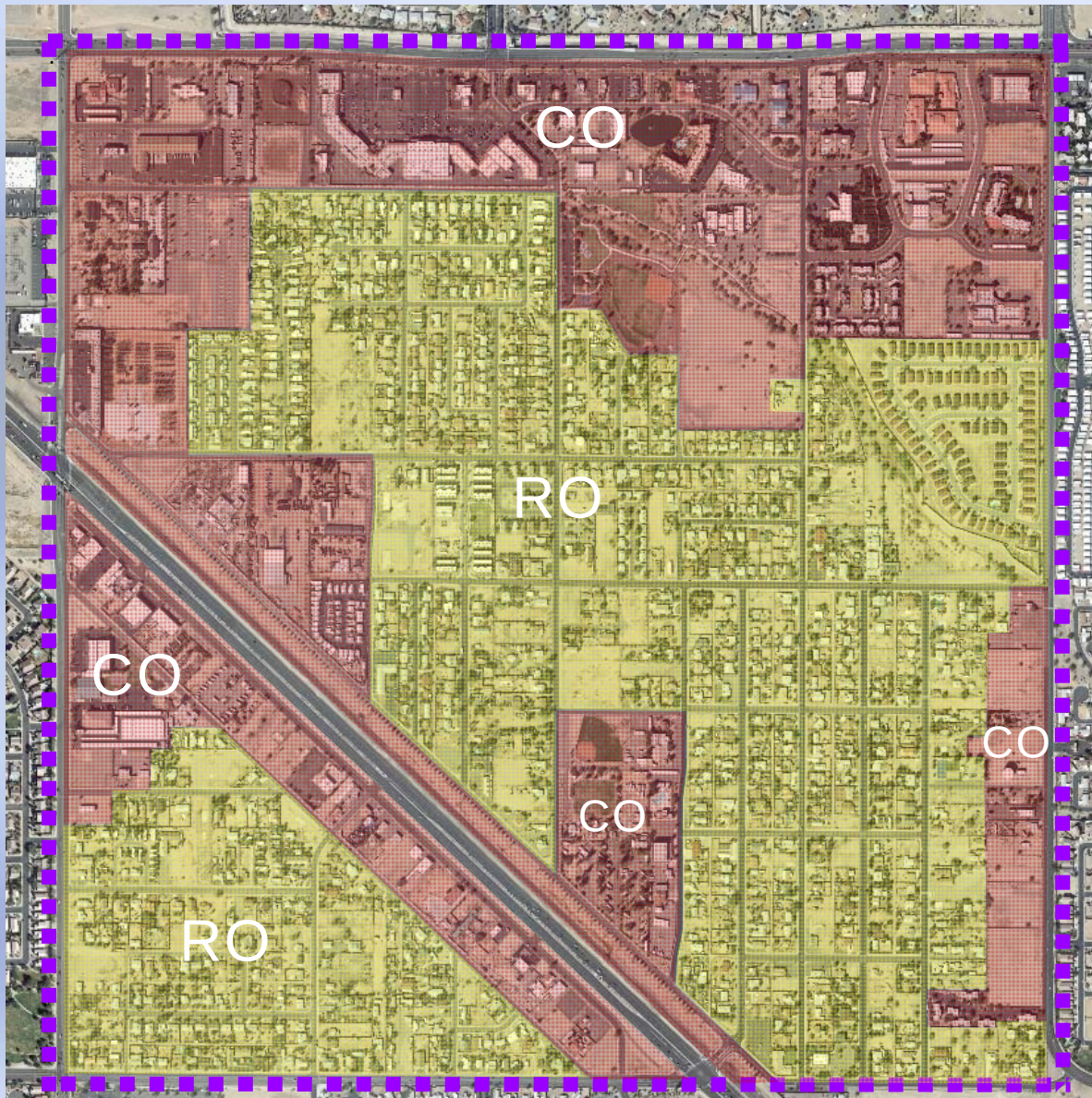
Proposed Zoning:

- SHD-CO

Area: ???

Quantity: 224 parcels

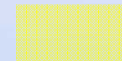
II. REZONING ACTION



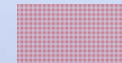
Heritage District Zoning



SHD



SHD-RO



SHD-CO

III. INFILL INCENTIVE DISTRICT



Development Incentives Comparison Table

Development Incentive	Removed/ Retained/Added	Analysis
Residential Development – 100% Waiver of Surprise Development Impact Fees	Retained	Beneficial to residents
NEW OR EXPANDING Commercial Development – 100% waiver of building permit and plan review fees	Retained	Beneficial to residents
NEW OR EXPANDING Commercial Development – <u>100% Waiver of Surprise Development Impact Fees</u>	ADDED	Provides addition financial incentives to attract business into the OTS
Expedited plan review services	Removed	Timelines identified within this section reflect a similar review time that is established within the Community Development Department.
Administrative rezoning	Removed	This section is only eligible for property with the SHD-CO and SHD-RO zones.
Cottage Industry businesses affiliated with a local-oriented small business promotion organization (such as “Local First Arizona”) shall be <u>exempt from paying the annual City of Surprise Business License fee.</u> Proof of such affiliation must be presented annually to the City.	ADDED	Provides additional financial incentives for residents that hope to provide bring business into the OTS

IV. Project Summary



Zoning Text Amendment Surprise Heritage District (SHD)

- A. Zoning Text Amendment
 - 1. Consolidate existing regulations into a single document
 - 2. Create Surprise Heritage District
 - 3. Create two new overlay zones
 - a. Residential Overlay
 - b. Commercial Overlay
- B. Apply existing design standards universally throughout the whole OTS

City Initiated Rezoning Application Residential Overlay (RO) Commercial Overlay (CO)

- A. Rezone Properties within the OTS
 - 1. Residential Properties will become SHD-RO
 - 2. Commercial Properties will become SHD-CO
- B. Apply development standards and land uses based on overlay zone
- C. Property owners will have the right to opt-out of the overlay and retain exiting zoning, associated regulations.
 - 1. For example, a 'CN' commercial property will be SHD-CN
 - 2. For example, a 'RL-5' residential property will be SHD-RL-5

Questions or Comments?



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Joshua Mike - Community Development
Submitting Department:		District:	4
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a rezoning action to apply the Residential Overlay (SHD-RO) zone to 1135 parcels within the Original Townsite; Ordinance #2016-17.

Motion:

I move to approve the Ordinance # 2016-17.

Background:

This rezoning action applies to each residential parcel within the Original Townsite the allowed land uses, development standards, and development incentives that are identified within the Residential Overlay (SHD-RO) zone of the Surprise Heritage District.

Objective Analysis:

This rezoning action will consolidate the variety of residential zoning districts within the Original Townsite into one easy to read and administer residential district and overlay zone and will apply new land use regulations and development standards to each specified parcel.

Policy Compliant:

The Surprise Heritage District-Residential Overlay (SHD-RO) is consistent with City and Council Policy.

Financial Impact:

Generally, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region. In an effort to revitalize the OTS, there is a potential for increased incentive applications in which the city would be responsible for paying development impact fees and permit fees from the General Fund. There could also be a drop in business license revenue related to any current businesses that may qualify for a fee exemption as a Cottage Industry business. Any new

qualifying businesses would receive the business license fee exemption as well.

Budget Impact:

Funding for these types of incentives are not typically included in the annual adopted budget and would likely require a budget amendment from economic development contingency within the General Fund on an as needed basis.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS16-149 - SHD RO Rezone - Staff Report](#)
 - ☐ [01 - Ordinance 2016-17 SHD-RO Rezone](#)
 - ☐ [03 - FS16-149 - SHD RO Rezone - Public Engagement Form](#)
 - ☐ [04 - FS16-149 - SHD RO Rezone - Presentation](#)
-

ZONING TEXT CHANGE

REPORT TO THE CITY COUNCIL

Case: FS16-149

Project Name: Rezoning Surprise Heritage District – Residential Overlay

Council District: District 4 – Mulberry

Meeting Date: June 21, 2016

Planner: Joshua Mike, 623.222.3134, joshua.mike@surpriseaz.gov

Owner: City of Surprise

Applicant: City Initiated

Request: Apply the Residential Overlay (RO) zone to specific properties within the Original Townsite, effectively being rezoned to SHD-RO

Site Location: The Original Townsite; specifically the area bounded by Bell Road on the north, Greenway Road on the south, El Mirage on the east and Dysart Road on the west.

General Plan 2035: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: General feedback has been supportive.

Staff Analysis: Should the Planning and Zoning Commission recommend approval of the zoning text amendment to adopt the Surprise Heritage District in the Surprise Unified Development Code, then Staff recommends the approval of rezoning the identified properties to SHD-RO within the Original Townsite.

Project Background:

The “Specific Plan for the Revitalization of the Original Townsite” (adopted under Resolution No 02-104 on May 23, 2002) is currently the central document for review and analysis of any development application or building permit within the OTS. The design guidelines and desired uses within these documents are the guiding factors for the use of developers, property owners, staff, the Planning and Zoning Commission, and City Council when considering projects.

The proposed Surprise Heritage District (SHD) rezone is the next step identified in order to further the efforts and objectives of this planning document. The key elements that make up this zoning district are founded in the OTS revitalization plan as well as public outreach with residents. It will be the new measures used in protecting the residential community and historical character of the neighborhood.

Two optional overlay zones are the components within the SHD used to regulate allowed land uses and developments standards such as setbacks, density, and buildings heights. The Residential Overlay (SHD-RO) that will focus on residential areas within the SHD to reinforce the desired standards and uses allowed within the neighborhood. The Commercial Overlay (SHD-CO) will be used to facilitate shopping for residents and visitors with appropriate consumer-oriented retail and service functions.

Project Description:

Overview

This rezoning action will apply the SHD-RO zone to specific properties within the SHD and will replace the previous zoning districts and regulations.

Inside the Surprise Unified Development Code

The proposed Residential Overlay is an overlay zone under the proposed Surprise Heritage District and this action will apply the regulations to the residential area of the OTS.

Location with Surprise

The general boundary for the SHD-RO will be consistent with the existing residential development areas within the OTS. There are portions of the SHD-RO on both sides of Grand Ave. There are currently 1135 parcels that make up SHD-RO rezoning action; land that is privately and publicly owned.

Development Incentives

As part of the overall project to adopt and apply the regulations of the SHD and overlay zones, the current financial incentives that are available have some proposed changes. In order to be eligible, properties within the OTS will now be required to have one of the optional overlay zones, either SHD-RO or SHD-CO. If the property qualifies, the

available incentive and procedure to obtain it will be determined by the type of project: residential or commercial.

The financial incentives may include waiving the fees associated with Surprise development impact fees, plan review and building permits, or business licenses.

Reviewing Agencies:

In addition to the standard internal city reviewing divisions, EPCOR Water, the Arizona Department of Transportation, Maricopa Water District, Luke AFB, USPS, the City of El Mirage, and the Maricopa Association of Governments were included in the routing of this request. Luke AFB is the only agency to provide a review of this project.

Luke AFB

Overall support was received from Luke AFB. Concern was expressed towards the allowed density up to 8 dwelling units/acre in the proposed SHD-RO text. According to the general policy in the graduated density concept, the maximum density to gain full support from Luke AFB for this area is 6 dwelling units/acre. This policy is directed towards any one property being too dense under the extended flight patterns.

As an area focusing on redevelopment and infill projects, there are no large properties that will conflict with the flight patterns around Luke AFB. Surprise will still achieve an overall density of less than 6 dwelling units/acre across the OTS will ensure that the area meets this policy.

Citizen Review:

Over the course of the past year, Community Development has been a guest and presenter at the monthly District 4 meetings hosted by Councilwoman Villanueva. Collaborative efforts with the residents have included presentations, an interactive workshop, visual surveys, and numerous discussions. This process has led to the proposed text for the Surprise Heritage District zoning district and two (2) accompanying zoning overlays.

Formal Citizen Review meetings were held on April 27 and May 11, 2016. These meetings resulted in 13 attendees. Concern was expressed over existing uses being forced to stop as a result of this project. Staff explained that any legal use may be continue but may result in the property being evaluated as legal non-conforming after being rezoned. Staff also described the right of each property owner to opt-out, if they feel it is necessary to retain the previous zoning regulations. The group offered general support of this project.

Findings:

- The proposed zoning text amendment is consistent with the Surprise General Plan 2035

- o Land Use Element – Goal 1: Policy 2. The City shall coordinate with established neighborhoods to continue to foster stable households, while new development will provide options for future residents.
- o Land Use Element – Goal 1: Policy 5. The city shall proceed with the preparation of individual specific area plans for the identified sub areas and/or Commerce and Office character areas presented in the General Plan.
- o Land Use Element – Goal 7: Public Outreach. Promote public participation in the City’s planning processes.
- o Conservation, Rehabilitation, & Redevelopment Element – Goal 2: Existing Dwellings. Preserve the quality of existing dwellings and neighborhoods so that people will find our community a healthy, safe, and attractive place to live.
- The proposed zoning text amendment will advance the goals of the City Council.

Next Steps:

Recommending approval of this request will:

1. apply the Residential Overlay (SHD-RO) to specific properties within the Original Townsite (OTS)

June 21, 2016: City Council Public Hearing - consideration and action

1. Zoning Text Amendment to create the Surprise Heritage District
2. Rezoning action to apply the Surprise Heritage District (SHD)
3. Rezoning action to apply the Residential Overlay (SHD-RO) or Commercial Overlay (SHD-CO) to specific properties within the Original Townsite (OTS)
4. City Code Text Amendment to modify Chapter 109: Article III – Infill Incentive District

Attachments:

- 01 SHD-RO Boundary Map
- 02 SHD-RO Rezoning Parcel Table

ORDINANCE 2016-17

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM ORIGINAL TOWN SITE (OTS) ZONING TO SURPRISE HERITAGE DISTRICT WITH THE SHO-RO RESIDENTIAL OVERLAY FOR THE ORIGINAL TOWN SITE, BORDERED BY BELL ROAD ON THE NORTH, GREENWAY ROAD ON THE SOUTH, EL MIRAGE ROAD ON THE EAST AND DYSART ROAD ON THE WEST.

WHEREAS, the subject sites are located in the original town site, which is bordered by Bell Road on the north, Greenway Road on the south, El Mirage Road on the east, and Dysart road on the west;

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the Original Town site (OTS) community has been working with City staff to identify the neighborhood character, architectural design and community standards to be preserved in the OTS and encouraged in future development in the OTS;

WHEREAS, the city staff has drafted the Surprise Heritage District to replace the existing OTS Overlay District to preserve existing uses and create enhanced design standards for the OTS;

WHEREAS, the Surprise Heritage District is designed to be implemented with one of two overlay districts (residential or commercial) that will guide and encourage compatible development in both the residential and the commercial areas of the OTS;

WHEREAS, to facilitate implementation of the new regulations, the City is rezoning all of the properties within the OTS to Surprise Heritage District with either a commercial or residential overlay zone at no cost to any property owner;

WHEREAS, the re-zoning will eliminate most, if not all of the non-conforming zoning in the OTS to enable property owners to more easily re-finance, sell, or otherwise invest in their properties;

WHEREAS, if any property owner decides they would like to retain their existing zoning classification, they may do so by notifying the City in writing of their intent to "opt-out," any time in the next three years;

WHEREAS, the subject properties are zoned OTS Overlay with the underlying hard zoning districts indicated on Exhibit A, and will be rezoned to Surprise Heritage District with the Residential Overlay (SHD-RO).

WHEREAS, all existing lawful land uses are continued to be recognized in the new Surprise Heritage District;

WHEREAS, this Rezoning action is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on June 16, 2016, the Planning and Zoning Commission recommended approval of the rezoning of the residential properties within the OTS to Surprise Heritage District with the Residential Overlay (SHD-RO).

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

Section 1. Rezoning. Those parcels described by parcel number and address on Exhibit A in the areas depicted on Exhibit B, are rezoned from ***Original Town Site*** (OTS) with the underlying hard zoning districts as indicated on Exhibit A to ***Surprise Heritage District with the Residential Overlay*** (SHD/RO).

Section 2. Amendment of Zoning Map. The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. Penalty. In addition to any administrative penalties, any person who violates any provision of this Ordinance shall be guilty of a civil or criminal offense pursuant to §122-174 of the Surprise Unified Development Code with punishment of up to and including those of a class 1 misdemeanor.

Section 4. 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 5. 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 6. Effective Date. This ordinance shall become effective at the time and in the manner prescribed by law.

APPROVED AND ADOPTED this _____ day of _____ 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A – LIST OF ELIGIBLE PROPERTIES

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50181012F	12548 W STATLER ST PROPERTIES LLC	12548 W STATLER ST	SHD-RL-5	SHD-RO
50121087	12938 W GREENWAY RD LLC		SHD-RL-5	SHD-RO
50121088	12938 W GREENWAY RD LLC	12938 W GREENWAY RD	SHD-RL-5	SHD-RO
50180048	15606 N VERDE LLC	15606 N VERDE ST	SHD-RL-5	SHD-RO
50181222	16215 N NASH ST LLC	16221 N NASH ST	SHD-RL-5	SHD-RO
50181224	16215 N NASH ST LLC	16215 N NASH ST	SHD-RL-5	SHD-RO
50121059	2014-3 IH BORROWER LP	12956 W DESERT LN	SHD-RL-5	SHD-RO
50178031	2015-1 IH2 BORROWER LP	15808 N JERRY ST	SHD-RL-5	SHD-RO
50119004	A & J RENTALS/CLEMENTE KATHLEEN	12911 W CENTRAL ST	SHD-RL-5	SHD-RO
50181058	ABUNDEZ ERIKA DIAZ/ CORDERO HUMBERTO GOMEZ	12631 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118218	ACEVEDO MANUEL S	16507 N KINGS DR	SHD-RL-5	SHD-RO
50118086	ACP 1 LLC	16421 N MARYLAND AV	SHD-RL-5	SHD-RO
50180036R	ACUNA ISABEL V	15625 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50123106C	ADAME EULOGIO/SOCORRO	15420 N EL MIRAGE RD	SHD-RL-5	SHD-RO
50179022	ADAME ROGELIO E/LORETA F	15833 N VERDE ST	SHD-RL-5	SHD-RO
50118172	ADRIAN JAVIER	12729 W ELM ST	SHD-RL-5	SHD-RO
50120052	ADRIAN SARAGOSA G & JULIA	16041 N SUNNY LN	SHD-RL-5	SHD-RO
50118232	ADRIANO GUADALUPE	16532 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50120021	AGUAYO LAURO EDUARDO/ SAENZ MELISSA ROSE	16026 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50118128	AGUAYO OLGA	12839 W ELM ST	SHD-RL-5	SHD-RO
50118129	AGUAYO OLGA	12833 W ELM ST	SHD-RL-5	SHD-RO
50123010	AGUILAR ANTONIO & MARIA PETRA	15438 N FACTORY ST	SHD-RL-5	SHD-RO
50181103	AGUILAR ANTONIO & MARIA PETRA	12528 W PARADISE LN	SHD-RL-5	SHD-RO
50181104	AGUILAR ANTONIO & MARIA PETRA	12524 W PARADISE LN	SHD-RL-5	SHD-RO
50118105	AGUILAR ANTONIO L/MARIA PETRA	16571 N DESERT SAGE DR	SHD-RL-5	SHD-RO
50179065	AGUILAR ANTONIO L/MARIA PETRA	16015 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50179037N	AGUILAR ANTONIO L/MARIA PETRA	16031 N NASH ST	SHD-RL-5	SHD-RO
50120038A	AGUILAR ANTONIO/MARIA	16028 N NASH ST	SHD-RL-5	SHD-RO
50179037C	AGUILAR ANTONIO/MARIA P	12661 W PARADISE LN	SHD-RL-5	SHD-RO
50179037B	AGUILAR ANTONIO/ MARIA PETRA	12651 W PARADISE LN	SHD-RL-5	SHD-RO
50121031A	AGUILAR ANTONIO/ MARIA PETRA HERRERA DE	12902 W TARA LN	SHD-CC	SHD-RO
50179036A	AGUILAR ANTONIO/MARIE	12621 W PARADISE LN	SHD-RL-5	SHD-RO
50178029	AGUILAR CARLOS	15820 N JERRY ST	SHD-RL-5	SHD-RO
50179063	AGUILAR FAMILY TRUST/KANE RACHEL	16001 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118038D	AGUILAR GEORGE S/SHERRY A	16208 N NASH ST	SHD-RL-5	SHD-RO
50118070	AGUILAR GEORGE S/ SHERRY A/GEORGE ANTHONY	16590 N CUMBIE LN	SHD-RL-5	SHD-RO
50120034C	AGUILAR JEANETTE	15814 N NASH ST	SHD-RL-5	SHD-RO
50118264	AGUILAR JESUS/ADRIANA	12716 W AMY DR	SHD-RH	SHD-RO
50180012	AGUILAR LUIS	15427 N VERDE ST	SHD-RL-5	SHD-RO
50123111	AGUILAR MARIA GUADALUPE	15635 N JERRY ST	SHD-RL-5	SHD-RO
50118106	AGUILAR MARIA PETRA	16551 N DESERT SAGE DR	SHD-RL-5	SHD-RO
50118038G	AGUILAR PHOENIX		SHD-RL-5	SHD-RO
50178040	AGUILAR REYES H & RITA M	16045 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50178001	AGUILAR REYES H/RITA M	15801 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50178003	AGUILAR REYES H/RITA M	15815 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50123101B	AGUILAR RITA PEREZ	15409 N JERRY ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50118092	AGUINA NORMA	16471 N MARYLAND AV	SHD-RL-5	SHD-RO
50123092	AGUIRRE GEORGE G & LYDIA A & DIANE V	15626 N JERRY ST	SHD-RL-5	SHD-RO
50181015A	AINSWORTH REV TRUST/KESTERKE RICHARD/SHIRLEY	16227 N NASH ST	SHD-RL-5	SHD-RO
50121081	ALCANTAR JOHNNY/ MENDEZ MARY A	13022 W GREENWAY RD	SHD-RL-5	SHD-RO
50123095	ALCANTAR RAMIRO	15608 N JERRY ST	SHD-RL-5	SHD-RO
50123019	ALDACO RODOLFO C & HELEN A	15415 N FACTORY ST	SHD-RL-5	SHD-RO
50118259	ALDAVA ARTHUR/LUCILA	16481 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50178022	ALDAVA REYNALDO	15833 N FACTORY ST	SHD-RL-5	SHD-RO
50118443	ALEJANDRES ALEX/PORTILLO TIFFANY MARIE	16198 N DESERT SAGE ST	SHD-RM	SHD-RO
50181026	ALEJOS JESUS M & IRMA L	12515 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118238	ALHAIDARI M/ABDULAZEEZ G/ ALQBTAN L M K A R	16648 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50181003E	ALLEN COY/MYRNA	12437 W PARADISE LN	SHD-RL-5	SHD-RO
50123013	ALMANZA AMANDO M & ESTHER MENDOZA	15420 N FACTORY ST	SHD-RL-5	SHD-RO
50118206	ALMANZA GERARDO J/GRACIELA	16669 N CUMBIE LN	SHD-RL-5	SHD-RO
50181090	ALONZO FERNANDO H & IRENE E	16532 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50122064A	ALVARADO JORGE E C/CRUZ MONICA F	12844 W GREENWAY RD	SHD-RL-5	SHD-RO
50181085	ALVAREZ MARTIN RAMOS/ESTELA G	16491 N WUSICH ST	SHD-RL-5	SHD-RO
50179027	ALVAREZ SALVADOR	15832 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181050	AMADOR MARIA A	12526 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118187	ANDERSON JAMES W/CAROL A	12741 W LUNDBERG ST	SHD-RL-5	SHD-RO
50121006B	ANGEL ADELAIDO & EMMA	15607 N DYSART RD	SHD-RL-5	SHD-RO
50123113D	ANGEL TERESA C/RIVAS DAVID R	15773 N JERRY ST	SHD-RL-5	SHD-RO
50122041A	ANZO TOMASA H	12808 W GREENWAY RD	SHD-RL-5	SHD-RO
50118170	APGAR MYONG/HWANG ROSE	12753 W ELM ST	SHD-RL-5	SHD-RO
50181020N	APOSTALIC ASSEMBLY FAITH IN CHRIST JESUS		SHD-RL-5	SHD-RO
50180024	AQUA PROPERTIES LLC	15644 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50120034D	AQUA PROPERTIES LLC	15742 N NASH ST	SHD-RL-5	SHD-RO
50178041	ARANDA HERMENEGILDO S	16044 N FACTORY ST	SHD-RL-5	SHD-RO
50178045	ARANDA HERMENEGILDO S	16020 N FACTORY ST	SHD-RL-5	SHD-RO
50179044	ARANDA LINA	16014 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50180028	ARENAS MERCEDES G/ ARMENTA ANGELITA V	15627 N VERDE ST	SHD-RL-5	SHD-RO
50121032B	AREVALO-MENDOZA JOSE F	15644 N SUNNY LN	SHD-RL-5	SHD-RO
50119007	ARISMEDEZ CHRISTOBAL E/ANNA M	12925 W CENTRAL ST	SHD-RL-5	SHD-RO
50180008	ARISMEDEZ CHRISTOBAL ELIXARDO	15444 N GREASEWOOD ST	SHD-CN	SHD-RO
50118153	ARISMEDEZ DANNY R & REBECCA		SHD-RL-5	SHD-RO
50118152	ARISMEDEZ DANNY R & REBECCA M		SHD-RL-5	SHD-RO
50118147	ARISMEDEZ DANNY R/BECKY M	12826 W YOUNG ST	SHD-RL-5	SHD-RO
50118094	ARISMEDEZ DENNIS R	16531 N MARYLAND AV	SHD-RL-5	SHD-RO
50180035N	ARIZONA STATE DEPT OF TRANSPORTATION	15420 N VERDE ST	SHD-RL-5	SHD-RO
50120034K	ARIZONA STATE OF		SHD-RL-5	SHD-RO
50181045B	ARIZONA STATE OF		SHD-RL-5	SHD-RO
50180025	ARREOLA ANTONIO LARA	15645 N VERDE ST	SHD-RL-5	SHD-RO
50118068P	AT PROPERTIES	12838 W PARADISE LN	SHD-RM	SHD-RO
50179064	ATLAS RESIDENTIAL LLC	16007 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50123030	AVINA PEDRO/RAMONA C	15414 N JERRY ST	SHD-RL-5	SHD-RO
50181002N	AYALA MIGUEL B/ESTELA M	16225 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181005U	AYALA MIGUEL/ESTELA M	16208 N GREASEWOOD ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50120058	AZRE INVESTMENTS II LLC	15841 N SUNNY LN	SHD-RL-5	SHD-RO
50118216	BADILLO MARTIN ARRBOLA	16531 N KINGS DR	SHD-RL-5	SHD-RO
50179029	BALKCOM MARY ANN	15820 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181219	BALLARD RANDALYN K	16226 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50121078	BARAJAS AGUSTIN CUEVAS/ CAMPOSANO MARIA H	13023 W SAHUARO LN	SHD-RL-5	SHD-RO
50121020B	BARRAGAN ALEJANDRO	15651 N DYSART RD	SHD-RL-5	SHD-RO
50181298	BARRETT CLARENCE K/MINNIE RUTH	16214 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118144	BEAM TAMARA A	12815 W LUNDBERG ST	SHD-RL-5	SHD-RO
50118290	BECHAI FEBRONIA	16595 N CUMBIE LN	SHD-RL-5	SHD-RO
50123110D	BEDOY TONY C		SHD-RL-5	SHD-RO
50120048	BENAVIDEZ CIPRIANO	16002 N SUNNY LN	SHD-RL-5	SHD-RO
50118068K	BENITEZ MATT/HOLLAR BOBBY J	12817 W COTTONWOOD ST	SHD-RM	SHD-RO
50178035	BERMUDEZ FRANCISCO & MARIAL	16015 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118124A	BERNAL FRANCISCO V	12714 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118124A	BERNAL FRANCISCO V	12714 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118271	BETTS JAMES C/BRENDA E	12707 W TASHA DR	SHD-RH	SHD-RO
50120034B	BILLY JOE AND ELLAVENE SKAGGS FAMILY TRUST	15826 N NASH ST	SHD-RL-5	SHD-RO
50122054	BIRCH THERON/VILLEGAS JESUS	15607 N SUNNY LN	SHD-RL-5	SHD-RO
50179032A	BIRRUETA ANTONIO	15802 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50123110N	BLUE SAND LLC	15625 N JERRY ST	SHD-RL-5	SHD-RO
50118251	BOROS W KRISTINA	16619 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50118164	BORREGO ART/MARGIE L	12909 W ELM ST	SHD-RL-5	SHD-RO
50118161	BORREGO ARTHUR GOMES & MARGIE LINDA	12807 W ELM ST	SHD-RL-5	SHD-RO
50179037G	BOTAR GAVRIL/AGNETA		SHD-RL-5	SHD-RO
50118181	BRAVO ALEJANDRO R/ MADRIZ MARIA DEL ROCIO	12802 W LUNDBERG ST	SHD-RL-5	SHD-RO
50121029E	BRAVO ELIZABETH	12926 W TARA LN 2	SHD-RL-5	SHD-RO
50122083A	BRICENO ROEL/LEANORA	12726 W GREENWAY RD	SHD-RL-5	SHD-RO
50118208	BRISENO JOSE M/SABINA	16701 N CUMBIE LN	SHD-RL-5	SHD-RO
50118209	BRISENO JOSE MANUEL/SABINA	16717 N CUMBIE LN	SHD-RL-5	SHD-RO
50121010D	BROWN DOROTHY		SHD-RL-5	SHD-RO
50118442	BUENO ASUNCION SOLIS	16194 N DESERT SAGE ST	SHD-RM	SHD-RO
50122086A	BULLINER LINES MANERD JR & GLENNA L	12710 W GREENWAY RD	SHD-RL-5	SHD-RO
50178036	BURCIAGA MATILDE & AGELICA MARIA	16021 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118445	BURK CHRISTINA RENE	16206 N DESERT SAGE ST	SHD-RM	SHD-RO
50121021B	BURKETT JEFFREY D/SUSAN	15639 N DYSART RD	SHD-CR	SHD-RO
50118136	BURNS MARILYN E	12832 W LUNDBERG ST	SHD-RL-5	SHD-RO
50118194	BURRIS RACHEL M	12766 W YOUNG ST	SHD-RL-5	SHD-RO
50118273	CADIEUX DOREEN H/BRIAN	12731 W TASHA DR	SHD-RH	SHD-RO
50118297	CAH 2015-1 BORROWER LLC	16421 N CUMBIE LN	SHD-RL-5	SHD-RO
50119015A	CALZADA CHRISTOPHER G & ANNA F	13017 W CENTRAL ST	SHD-RL-5	SHD-RO
50119016B	CALZADA CHRISTOPHER G & ANNA F	13023 W CENTRAL ST	SHD-RL-5	SHD-RO
50181092	CALZADA GABRIEL/BETTY L	16492 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50180030	CAMACHO JOSE R & TERESA	15615 N VERDE ST	SHD-RL-5	SHD-RO
50180010	CAMACHO MARIA ONESIMA	15439 N VERDE ST	SHD-RL-5	SHD-RO
50118472	CAMACHO SIMONA L	16341 N DESERT SAGE ST	SHD-RM	SHD-RO
50122060	CAMACHO WENCESLAO	15421 N SUNNY LN	SHD-RL-5	SHD-RO
50122059	CAMACHO WENCESLAO & REFUJIA	15427 N SUNNY LN	SHD-RL-5	SHD-RO
50122037B	CAMARILLO GABRIEL CHAVEZ	12802 W GREENWAY RD	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50180035J	CAMPANIA LLC	15426 N VERDE ST	SHD-RL-5	SHD-RO
50180035T	CAMPANIA LLC	12529 W SANTA FE DR	SHD-RL-5	SHD-RO
50118461	CAMPOS MARINA DELIGORIO	16314 N DESERT SAGE ST	SHD-RM	SHD-RO
50118179	CAMPOS OLIVIA	12778 W LUNDBERG ST	SHD-RL-5	SHD-RO
50181088	CAMPOS VIDAL C & GLORIA S	16551 N WUSICH ST	SHD-RL-5	SHD-RO
50180029	CANALES FILIBERTO JR/ SILLEMOM AISHA/GARCIA J	15621 N VERDE ST	SHD-RL-5	SHD-RO
50179073	CANIZALES SYLVIA	12614 W RIMROCK ST	SHD-RL-5	SHD-RO
50121076	CANO GUILLERMO/CLAUDIA	13011 W SAHUARO LN	SHD-RL-5	SHD-RO
50118253	CARDENAS LORENZA	16575 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50122073	CARDIEL ANDRE	12741 W MARKET ST	SHD-RL-5	SHD-RO
50118098	CARDIEL JESUS C & GUADALUPE C	16590 N DESERT SAGE DR	SHD-RL-5	SHD-RO
50120047	CARDIEL JOSE M & MARIA C	16012 N SUNNY LN	SHD-RL-5	SHD-RO
50178060	CARLOS B QUINONES FAMILY TRUST	16026 N JERRY ST	SHD-RL-5	SHD-RO
50178070B	CARLOS B QUINONES FAMILY TRUST	16021 N JERRY ST	SHD-RL-5	SHD-RO
50118185	CARMONA ANA M/CONTRERAS PEDRO	12765 W LUNDBERG ST	SHD-RL-5	SHD-RO
50118457	CAROLYN LINDA	16270 N DESERT SAGE ST	SHD-RM	SHD-RO
50118221	CARRANZA FRANCISCO J	16443 N KINGS DR	SHD-RL-5	SHD-RO
50118483	CARRILLO CHRISTINA MARIE	16223 N DESERT SAGE ST	SHD-RM	SHD-RO
50121093	CARRILLO ELIVERIO/HERRERA LETICIA	12941 W TARA LN	SHD-RL-5	SHD-RO
50121094	CARRILLO ELIVERIO/HERRERA LETICIA	12941 W TARA LN	SHD-RL-5	SHD-RO
50118174	CARRILLO ELSA A	12718 W LUNDBERG ST	SHD-RL-5	SHD-RO
50118277	CARRILLO IGNACIO/ERIC	16558 N NASH ST	SHD-RL-5	SHD-RO
50118150	CARRILLO JUAN IGNACIO	12844 W YOUNG ST	SHD-RL-5	SHD-RO
50118155	CARRILLO MAYRA F/FERNANDEZ CARMEN		SHD-RL-5	SHD-RO
50118159	CARRILLO VICTOR M/AMPARO L	12807 W LUNDBERG ST	SHD-RL-5	SHD-RO
50121016	CASILLAS MANUEL G & MARIA	12911 W TARA LN	SHD-RL-5	SHD-RO
50181079	CASTANEDA M ESTHER L	16472 N WUSICH ST	SHD-RL-5	SHD-RO
50122034A	CASTANEDA MARTINA	15430 N FLETCHER ST	SHD-RL-5	SHD-RO
50178037	CASTANEDA PEDRO M Q/ESTHER P	16027 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50123096	CASTRO ABDON JR	15602 N JERRY ST	SHD-RL-5	SHD-RO
50181078	CASTRO ALIZA	16492 N WUSICH ST	SHD-RL-5	SHD-RO
50120020	CASTRO LAWRENCE	16032 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50181095	CASTRO LEONARDO	16402 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50121041	CASTRO LUPE C	15414 N SUNNY LN	SHD-RL-5	SHD-RO
50122038	CAVAZOS CHRISTINE E/WALSH LORRAINE Y	15432 N FLETCHER ST	SHD-RL-5	SHD-RO
50118460	CAVAZOS VIRGINIA F	16310 N DESERT SAGE ST	SHD-RM	SHD-RO
50118287	CEBALLOS FERMIN/VELIA	16545 N CUMBIE LN	SHD-RL-5	SHD-RO
50118289	CEBALLOS JOSE L/TERESA M	16575 N CUMBIE LN	SHD-RL-5	SHD-RO
50121066	CECENA DAVID MORENO	12914 W DESERT LN	SHD-RL-5	SHD-RO
50118202	CHADWICK GUY G/BETTY A		SHD-RL-5	SHD-RO
50181056	CHAVEZ ALFONSO AGUILAR/ FERNANDEZ CECILIA	12605 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50178017	CHAVEZ ANEDINA S	15801 N FACTORY ST	SHD-RL-5	SHD-RO
50118169	CHAVEZ BLAS L	12765 W ELM ST	SHD-RL-5	SHD-RO
50178050	CHAVEZ FRANK E/DIONICIA A	16007 N FACTORY ST	SHD-RL-5	SHD-RO
50178004	CHAVEZ IGNACIO A & SALLY V	15821 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50122078	CHAVEZ JUAN MANUEL GONZALEZ/ GUTIERREZ Nanci C	12717 W CARMEN DR	SHD-RL-5	SHD-RO
50178069X	CHAVEZ LEON D & FLORA M	12327 W PARADISE LN	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50178069W	CHAVEZ LORENZO A/LORRAINE E/ GALLEGOS LETICIA	12369 W PARADISE LN	SHD-RL-5	SHD-RO
50121009F	CHAVEZ RAUL I & LUZ DIVINA	13032 W SAHUARO LN	SHD-RL-5	SHD-RO
50121009E	CHAVEZ RAUL I & LUZDIVINE	13042 W SAHUARO LN	SHD-RL-5	SHD-RO
50118453	CHAVEZ SERAFIN/ ANDREA MOSQUEDA DE/OSBALDO	16246 N DESERT SAGE ST	SHD-RM	SHD-RO
50123065	CHEOL AND YONG INC	15601 N GREASEWOOD ST	SHD-CN	SHD-RO
50123066	CHEOL AND YONG INC	15607 N GREASEWOOD ST	SHD-CN	SHD-RO
50178069M	CISNEROS ALFONSO G & BETTY M	16029 N JERRY ST	SHD-RL-5	SHD-RO
50118476	CISNEROS ROSALVA	16321 N DESERT SAGE ST	SHD-RM	SHD-RO
50122077	CITIFINANCIAL SERVICING LLC	12711 W CARMEN DR	SHD-RL-5	SHD-RO
50122051B	COLLAZO A B/V/ROHL G/BRAVO R/ AL-TALAQ S/ETAL	15633 N SUNNY LN	SHD-RL-5	SHD-RO
50118204	COLLAZO-HERRERA MIGUEL	16635 N CUMBIE LN	SHD-RL-5	SHD-RO
50181002E	COLLINS DAVID		SHD-RL-5	SHD-RO
50118466	COLLINS SHERIE K	16346 N DESERT SAGE ST	SHD-RM	SHD-RO
50120006	COLLINSWORTH JOE/DAVID/ MICHAEL/JAMES	15845 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50120007	COLLINSWORTH JOE/DAVID/ MICHAEL/JAMES	15851 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50120034F	COLLINWORTH JAMES A	15844 N NASH ST	SHD-RL-5	SHD-RO
50118139	CONSTANTE GRISELDA	12845 W LUNDBERG ST	SHD-RL-5	SHD-RO
50121014E	CONTRERAS AURORA	12935 W TARA LN	SHD-RL-5	SHD-RO
50118240A	COOK GEORGE EDWARD/RAFAELA DIAZ	16700 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50118247	COOK RAFAELA DIAZ	16699 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50181059	COOK RAFAELA DIAZ	12641 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50178010	CORDERO IRENE M	15838 N FACTORY ST	SHD-RL-5	SHD-RO
50178011	CORDERO IRENE M	15832 N FACTORY ST	SHD-RL-5	SHD-RO
50120034N	CORDOVA RALPH M & RITA H	15838 N NASH ST	SHD-RL-5	SHD-RO
50120044	CORIA CAMILO/MATTA GLORIA	16042 N SUNNY LN	SHD-RL-5	SHD-RO
50179030	COSIO JUAN FRANCISCO & CELIA S	15814 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50121047	COSIO RICARDO S/ DE COSIO NAVELI LANDAVERDE	12937 W DESERT LN	SHD-RL-5	SHD-RO
50179013	COSIO TAVIN	15820 N VERDE ST	SHD-RL-5	SHD-RO
50119015C	COSIO TAVIN/ILIANA	13015 W CENTRAL ST	SHD-RL-5	SHD-RO
50119057C	COSIO TAVIN/ILIANA	13016 W CENTRAL ST	SHD-RL-5	SHD-RO
50121029F	COSSIO GUSTAVO L & AMELIA	12928 W TARA LN 1	SHD-RL-5	SHD-RO
50181035	COSSIO GUSTAVO L/AMELIA	12546 W STATLER ST	SHD-RL-5	SHD-RO
50122039A	COSSIO GUSTAVO L/AMELIA H	12814 W GREENWAY RD	SHD-RL-5	SHD-RO
50121029H	COSSIO GUSTAVO/AMELIA	12926 W TARA LN 1	SHD-RL-5	SHD-RO
50178069K	COSSIO GUSTAVO/ANNABEL	12315 W PARADISE LN	SHD-RL-5	SHD-RO
50178069S	COSSIO GUSTAVO/ANNABEL		SHD-RL-5	SHD-RO
50178069T	COSSIO GUSTAVO/ANNABEL		SHD-CR	SHD-RO
50179033S	COVARRUIBO JULIAN C/SYLIVIA R	12646 W RIMROCK ST	SHD-RL-5	SHD-RO
50118184	COY VALENTIN/BOBBIE	12777 W LUNDBERG ST	SHD-RL-5	SHD-RO
50120034J	CPLC HOLDING AND ASSET MANAGEMENT COMPANY LLC	12714 N NASH ST	SHD-RL-5	SHD-RO
50118219	CRANE MICHAEL ALLEN & NORMA LEE	16481 N KINGS DR	SHD-RL-5	SHD-RO
50180036E	CRUMPLER JEWEL/PRUETT J/B R/ GILLEY N/DODD J	15605 N HOLLYHOCK ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50180036T	CRUMPLER JEWEL/PRUETT J/B R/ GILLEY N/DODD J		SHD-RL-5	SHD-RO
50118137	CRUZ FELIPE L & MARIA A	12838 W LUNDBERG ST	SHD-RL-5	SHD-RO
50122051D	CRUZ MARIA	15639 N SUNNY LN	SHD-RL-5	SHD-RO
50119057B	CUELLAR JESSE JR/LENORA R	13010 W CENTRAL ST	SHD-RL-5	SHD-RO
50118116	CUELLAR JESUS L & LYDIA L	16452 N MARYLAND AV	SHD-RL-5	SHD-RO
50118230	CUEVAS AGUSTIN/HERRERA MARIA	16516 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50121057	DE ALEJANDRO CALLETANO & ANTONIA	13016 W DESERT LN	SHD-RL-5	SHD-RO
50121014C	DE LA CRUZ HOMER & VERONICA	12926 W SAHUARO LN	SHD-RL-5	SHD-RO
50123026	DE LA CRUZ RAFAEL/MARIA	15438 N JERRY ST	SHD-RL-5	SHD-RO
50179011	DE LA ROSA JOSEFA M	15832 N VERDE ST	SHD-RL-5	SHD-RO
50181005V	DE LA ROSA VICTOR J & LINDA	16200 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50121061	DE LEON ROJAS PEDRO	12946 W DESERT LN	SHD-RL-5	SHD-RO
50118207	DE LOS ANGELES BRUNO S	16685 N CUMBIE LN	SHD-RL-5	SHD-RO
50118073	DE LOS ANGELES BRUNO/FLAVIA	12739 W POST DR	SHD-RL-5	SHD-RO
50121054	DE MENDEZ ANTONIA PULIDO/MEDEZ JUAN	13027 W DESERT LN	SHD-RL-5	SHD-RO
50121052A	DEALEJANDRO JOSE M & GLORIA	13015 W DESERT LN	SHD-RL-5	SHD-RO
50180035F	DEBECK GUADLUPE M	15438 N VERDE ST	SHD-RL-5	SHD-RO
50118227	DEGURSKI JOHN F & THERESA A	16466 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50180054	DELAROSA DONACIANO/MARIE E C	15636 N VERDE ST	SHD-RL-5	SHD-RO
50181066	DELAROSA FELIX & EULALIA	16501 N NASH ST	SHD-RL-5	SHD-RO
50178032	DELCAMPO ANGELICA MARTIN	15802 N JERRY ST	SHD-RL-5	SHD-RO
50118163	DELEON JUAN J/MARIA E	12939 W ELM ST	SHD-RL-5	SHD-RO
50122052	DELEON OLIVIA	15621 N SUNNY LN	SHD-RL-5	SHD-RO
50118236	DELGADO ANGEL MENDEZ/ TORRES NANCY PONCE	16620 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50181061	DELGADO JUAN A/RUELAS NORMA L	12661 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50179059	DELGADO JUAN ANTONIO/HERNANDEZ NORMA L RUELAS	16020 N VERDE ST	SHD-RL-5	SHD-RO
50121056	DELGADO JUAN/RUELAS NORMA	13022 W DESERT LN	SHD-RL-5	SHD-RO
50121043	DELGADO MARIE	12915 W DESERT LN	SHD-RL-5	SHD-RO
50120034M	DIAZ ARNOLD	15829 N NASH ST	SHD-RL-5	SHD-RO
50178038	DIAZ ENRIQUE	16033 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50121012A	DIAZ JUAN GABRIEL JR/HOLLY/ SCRUGGS K T/D E		SHD-RL-5	SHD-RO
50122082A	DIAZ MANUEL JR/YOLANDA	12730 W GREENWAY RD	SHD-RL-5	SHD-RO
50118133	DIAZ STEVEN/ESTHER	12814 W LUNDBERG ST	SHD-RL-5	SHD-RO
50181063	DOMINGUEZ ADAM	12681 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50179012	DOMINGUEZ DANIEL M & ELIDA O	15826 N VERDE ST	SHD-RL-5	SHD-RO
50120017A	DOMINGUEZ FAMILY TRUST	16050 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50181062	DOMINGUEZ LUPE/CERVANTES TAMMY JOYCE/VICTOR E	12671 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50181043	DOMINGUEZ ROY O/ROSA	12514 W STATLER ST	SHD-RL-5	SHD-RO
50180056A	DOOR CHRISTIAN FELLOWSHIP SURPRISE	15640 N VERDE ST	SHD-RL-5	SHD-RO
50122051G	DOUCET D C FAMILY TRUST	15645 N SUNNY LN	SHD-RL-5	SHD-RO
50118279	DOW DEBORAH A	16520 N NASH ST	SHD-RL-5	SHD-RO
50118142	DOWDY JOSEPHINE	12827 W LUNDBERG ST	SHD-RL-5	SHD-RO
50118459	DUARTE BENNY JOE/MONICA GOMEZ	16262 N DESERT SAGE ST	SHD-RM	SHD-RO
50178052	DUARTE FLORINDA A	16021 N FACTORY ST	SHD-RL-5	SHD-RO
50118450	DUARTE MARIA D CORRAL	16222 N DESERT SAGE ST	SHD-RM	SHD-RO
50181020V	DURAN JOSE A	12414 W PARADISE LN	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50118480	DUSHICA SHKUMBIN/KASTRATI LULJETA	16235 N DESERT SAGE ST	SHD-RM	SHD-RO
50121014D	EGHAREVBA VINCENT NOHUOMA/JOCELYN	12929 W TARA LN	SHD-RL-5	SHD-RO
50120046	EICKMANN MITCHELL D	16022 N SUNNY LN	SHD-RL-5	SHD-RO
50180037	EL MIRAGE TOWN OF		SHD-CC	SHD-RO
50180039	EL MIRAGE TOWN OF		SHD-CC	SHD-RO
50180040	EL MIRAGE TOWN OF		SHD-RL-5	SHD-RO
50181020F	EL MIRAGE TOWN OF	16401 N NASH ST	SHD-RL-5	SHD-RO
50180053	ELLIS GLADYS O	15630 N VERDE ST	SHD-RL-5	SHD-RO
50179061	EMMANUEL MENNONITE CHURCH	16008 N VERDE ST	SHD-RL-5	SHD-RO
50179062	EMMANUEL MENNONITE CHURCH	16002 N VERDE ST	SHD-RL-5	SHD-RO
50121033A	EMMANUEL MENNONITE CHURCH		SHD-RL-5	SHD-RO
50118176	EQUITY TRUST COMPANY	12742 W LUNDBERG ST	SHD-RL-5	SHD-RO
50122047A	ESCOBEDO PATSY WALKER	12826 W GREENWAY RD	SHD-RL-5	SHD-RO
50181025B	ESCOBEDO PETE JR/CORDOVA DINA M	16238 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181081	ESPARAZA CELIA M	16402 N WUSICH ST	SHD-RL-5	SHD-RO
50118210	ESPARZA ALBERT/TINA	16733 N CUMBIE LN	SHD-RL-5	SHD-RO
50118188	ESPARZA ALBERTO/FAUSTINA	12729 W LUNDBERG ST	SHD-RL-5	SHD-RO
50121015B	ESPINDOLA SALVADOR		SHD-RL-5	SHD-RO
50120011	ESPINOZA ADAN MEDINA	16021 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50179067	ESPINOZA DIANA L	16027 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50120041	ESPINOZA FELIPE	16031 N CHURCH ST	SHD-RL-5	SHD-RO
50181069	ESPINOZA GUADALUPE	16591 N NASH ST	SHD-RL-5	SHD-RO
50120057	ESPINOZA LUIS F VERDUZCO/ PARRA PATRICIA L	15851 N SUNNY LN	SHD-RL-5	SHD-RO
50121084	ESPINOZA ROSA A TR	12954 W GREENWAY RD	SHD-RL-5	SHD-RO
50118110	ESQUER MARIA GUADALUPE	16500 N CUMBIE LN	SHD-RL-5	SHD-RO
50123082	ESTAVILLO ARMANDO & LUPE	15607 N FACTORY ST	SHD-RL-5	SHD-RO
50123083	ESTAVILLO RANDY	15615 N FACTORY ST	SHD-RL-5	SHD-RO
50121013D	ESTRADA ROXANA	12946 W SAHUARO LN	SHD-RL-5	SHD-RO
50120045	FABIAN RUBEN	16032 N SUNNY LN	SHD-RL-5	SHD-RO
50180022	FABIAN RUBEN	15632 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50120059	FALCON JOSE A	15833 N SUNNY LN	SHD-RL-5	SHD-RO
50118252	FALCON JUAN A/MARY L	16589 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50120043	FELIX ENGRACIA M	16052 N SUNNY LN	SHD-RL-5	SHD-RO
50122048C	FELIX GONZALO/FIGUEROA ROSA A		SHD-RL-5	SHD-RO
50118050D	FELIX JULIO TOMAS/ FRANCISCO MICAELA TOMAS	16602 N MARYLAND AV	SHD-RL-5	SHD-RO
50181215	FELIX MARIA DEL ROSARIO	12545 W STATLER ST	SHD-RL-5	SHD-RO
50121017	FERNANDEZ CARMEN	12907 W TARA LN	SHD-RL-5	SHD-RO
50121090	FERNANDEZ CARMEN	12918 W GREENWAY RD	SHD-RL-5	SHD-RO
50118186	FERNANDEZ CARMEN R	12753 W LUNDBERG ST	SHD-RL-5	SHD-RO
50179004	FERNANDEZ ELODIA	15821 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50178054	FERNANDEZ JUAN H/RUTH A	16033 N FACTORY ST	SHD-RL-5	SHD-RO
50121007	FERNANDEZ MIGUEL COLLAZO/ HERRERA MARIA COLLAZ	12919 W TARA LN	SHD-RL-5	SHD-RO
50121032C	FERNANDEZ PASCUAL	15780 N SUNNY LN	SHD-RL-5	SHD-RO
50118469	FIGUEREDO DOUGLAS MARTINEZ/ PERDOMO DAVAMI P	16334 N DESERT SAGE ST	SHD-RM	SHD-RO
50122079	FIGUEROA HECTOR MANUEL/ ESCOVEDO BERTHA S	12723 W CARMEN DR	SHD-RL-5	SHD-RO
50118102	FILLERUP SCOTT/REBECCA	16500 N DESERT SAGE DR	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50120031B	FIRST BAPTIST CHURCH OF SURPRISE INC	12844 W SANTA FE DR	SHD-RL-5	SHD-RO
50120040B	FLORES ALFONSO JR	16002 N NASH ST	SHD-RL-5	SHD-RO
50180007	FLORES AUDEN H	15438 N GREASEWOOD ST	SHD-CC	SHD-RO
50178020	FLORES BENIGNO G & LUISA H	15821 N FACTORY ST	SHD-RL-5	SHD-RO
50180036W	FLORES DORA AMARILLAS	15637 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50180036W	FLORES DORA AMARILLAS		SHD-RL-5	SHD-RO
50178058	FLORES GLADYS M/ MEDINA-MORALES CATARINO	16038 N JERRY ST	SHD-RL-5	SHD-RO
50118248	FLORES JUAN H/PETRA P	16661 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50118446	FLORES RENE/STEPHANIE	16210 N DESERT SAGE ST	SHD-RM	SHD-RO
50179069	FLORES RUBIN & REFUGIO	16039 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118200	FOX LORRAINE I	12745 W YOUNG ST	SHD-RL-5	SHD-RO
50118231	FOX LORRAINE I	16524 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50118195	FRAGO NATHAN S/WENDY A	12778 W YOUNG ST	SHD-RL-5	SHD-RO
50118196	FRAGO NATHAN S/WENDY A	12790 W YOUNG ST	SHD-RL-5	SHD-RO
50118157	FRANCO MARTIN E/ESPINOZA CECILIA	12807 W YOUNG ST	SHD-RL-5	SHD-RO
50178055	FRANK WEST CAPITAL LLC	16039 N FACTORY ST	SHD-RL-5	SHD-RO
50180027	FRANKLIN BETTY L	15633 N VERDE ST	SHD-RL-5	SHD-RO
50178015A	FRIEND BEVERLY	15806 N FACTORY ST	SHD-RL-5	SHD-RO
50180035L	FULCHER ROLAND E & MARTHA ANN	12533 W SANTA FE DR	SHD-CC	SHD-RO
50180035K	FULCHER ROLAND EDWARD/MARTHA A	15408 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118130	G&N FAMILY TRUST/ETAL	12827 W ELM ST	SHD-RL-5	SHD-RO
50179037L	GAINES ROSETTA	16037 N NASH ST	SHD-RL-5	SHD-RO
50122031B	GAITAN JUAN E & MATILDA P	12698 W GREENWAY RD	SHD-RL-5	SHD-RO
50181013C	GAITAN RAQUEL Q	12676 W PARADISE LN	SHD-RL-5	SHD-RO
50179036F	GALLEGOS VICTOR M/GERARDO ESMERALDA	16040 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118122	GALVAN BENEDICTO & TOMASA H	16592 N MARYLAND AV	SHD-RL-5	SHD-RO
50118127	GALVAN ISRAEL G/JOVITA	12843 W ELM ST	SHD-RL-5	SHD-RO
50118038E	GARCIA ANTONIO	12716 W PARADISE LN	SHD-RL-5	SHD-RO
50178069Y	GARCIA ANTONIO	12323 W PARADISE LN	SHD-RL-5	SHD-RO
50118261	GARCIA DOMINGO RAMOS	16443 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50118487	GARCIA ESTEBAN RAMOS/RAMOS BELEN	16203 N DESERT SAGE ST	SHD-RM	SHD-RO
50123032	GARCIA ESTELLA D	15402 N JERRY ST	SHD-RL-5	SHD-RO
50179031A	GARCIA JOSEFINA A	15808 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50179056	GARCIA JOSEPH S/JOSEPH S	16038 N VERDE ST	SHD-RL-5	SHD-RO
50122050F	GARCIA JUAN LOERA	12859 W MARKET ST	SHD-RL-5	SHD-RO
50118454	GARCIA LETICIA LOZANIA	16250 N DESERT SAGE ST	SHD-RM	SHD-RO
50179071	GARCIA LIVING TRUST	16008 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50119008	GARCIA MARGARITA	12927 W CENTRAL ST	SHD-RL-5	SHD-RO
50122063A	GARCIA MARGARITA T		SHD-RL-5	SHD-RO
50122065A	GARCIA MARGARITA T ETAL	12832 W GREENWAY RD	SHD-RL-5	SHD-RO
50181086	GARCIA PAUL & JOSEFINA A	16501 N WUSICH ST	SHD-RL-5	SHD-RO
50181044	GARCIA RAUL MARCUS	16236 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118255	GARDUNO ALBERTO/ARRIOLA CARMELA	16531 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50121040B	GARZA JOSE A & GUADALUPE G	13054 W GREENWAY RD	SHD-RL-5	SHD-RO
50118182	GARZA RUDY J	12801 W LUNDBERG ST	SHD-RL-5	SHD-RO
50181029	GARZA SALLY G	12527 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50179008	GARZA YOLANDA	15845 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50181093	GATICA OTILIO/AZUCENA	16472 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118235	GAYTAN ERICA	16590 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50181013D	GENTRY BETTY A ETAL		SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50178039	GENTRY THEDA D TR/GENTRY MARY JO TR	16039 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50121082	GIANNOCCARO GIUSEPPE	13016 W GREENWAY RD	SHD-RL-5	SHD-RO
50121044	GOMEZ ALEX T & RACHEL	12921 W DESERT LN	SHD-RL-5	SHD-RO
50118158	GOMEZ ANGEL & LINDA L	12808 W YOUNG ST	SHD-RL-5	SHD-RO
50118197	GOMEZ ANGEL & LINDA L	12802 W YOUNG ST	SHD-RL-5	SHD-RO
50181014	GOMEZ CATARINO		SHD-RL-5	SHD-RO
50180021	GOMEZ DOMITILLO M & RITA L	15626 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50121073	GOMEZ ELIODORO & ARSELIA	12945 W SAHUARO LN	SHD-RL-5	SHD-RO
50118104	GOMEZ JOSE G/MARIA A	16591 N DESERT SAGE DR	SHD-RL-5	SHD-RO
50179033D	GOMEZ JOSE GARCIA/MARIA ARANDA	16021 N NASH ST	SHD-RL-5	SHD-RO
50178063	GOMEZ JOSE M/ELMA M	16008 N JERRY ST	SHD-RL-5	SHD-RO
50179016	GOMEZ MANUEL M	15802 N VERDE ST	SHD-RL-5	SHD-RO
50121039B	GOMEZ MARIA	13048 W GREENWAY RD	SHD-RL-5	SHD-RO
50118120	GOMEZ RICHARD M & IRENE	16552 N MARYLAND AV	SHD-RL-5	SHD-RO
50120024	GOMEZ RICHARD M & IRENE R	16008 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50178070C	GOMEZ RICHARD/IRENE	16013 N JERRY ST	SHD-CN	SHD-RO
50121063	GOMEZ YESENIA/ISELA/ROSALVA	12934 W DESERT LN	SHD-RL-5	SHD-RO
50178062	GONZALES ARTURO	16014 N JERRY ST	SHD-RL-5	SHD-RO
50181002M	GONZALES DANIEL & MARY		SHD-RL-5	SHD-RO
50181004A	GONZALES DANIEL R & MARY M	12428 W PARADISE LN	SHD-RL-5	SHD-RO
50179017	GONZALES JESUSA M	15801 N VERDE ST	SHD-RL-5	SHD-RO
50118211	GONZALES JOSE/MARIA LUS V	16749 N CUMBIE LN	SHD-RL-5	SHD-RO
50120055	GONZALES JUAN R/ELISA H	16011 N SUNNY LN	SHD-RL-5	SHD-RO
50122048D	GONZALES MANUEL L/EVA	12843 W MARKET ST	SHD-RL-5	SHD-RO
50121067	GONZALEZ ROBERTO/MARIA REBECCA	15428 N SUNNY LN	SHD-RL-5	SHD-RO
50118099	GONZALEZ SARA	16570 N DESERT SAGE DR	SHD-RL-5	SHD-RO
50122061	GONZALEZ TIMOTHY	15415 N SUNNY LN	SHD-RL-5	SHD-RO
50119006	GONZALEZ WILLIAM A	12923 W CENTRAL ST	SHD-RL-5	SHD-RO
50181223	GOODMAN STEVEN B/ROSALEE K TR	16219 N NASH ST	SHD-RL-5	SHD-RO
50181225	GOODMAN STEVEN B/ROSALEE K TR	16217 N NASH ST	SHD-RL-5	SHD-RO
50118449	GRABER HEATHER C	16226 N DESERT SAGE ST	SHD-RM	SHD-RO
50179041	GRAGG AARON J/ERIN	16032 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181094	GRAY FAMILY LIVING TRUST	16432 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50121022	GRAYSON ELLANORA Y	13028 W TARA LN	SHD-CC	SHD-RO
50121023G	GRAYSON ELLANORA Y	13026 W TARA LN	SHD-RL-5	SHD-RO
50118109	GRIEGO MOISES A/JACQUEZ MARIANA	16470 N CUMBIE LN	SHD-RL-5	SHD-RO
50118180	GRIFFITH PRESTON	12790 W LUNDBERG ST	SHD-RL-5	SHD-RO
50179036E	GUERRA BEN A & SULEMA	16036 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50181038	GUERRERO ANA MARIA LOZANO	12534 W STATLER ST	SHD-RL-5	SHD-RO
50122081	GUERRERO ANGEL V/RAMON III	12733 W CARMEN DR	SHD-RL-5	SHD-RO
50121083	GUERRERO ARMANDO C & ENOE	13010 W GREENWAY RD	SHD-RL-5	SHD-RO
50121086	GUERRERO ERNESTO C/JOSE EFRAIN	12946 W GREENWAY RD	SHD-RL-5	SHD-RO
50121074	GUERRERO JOSEFINA Y	12949 W SAHUARO LN	SHD-RL-5	SHD-RO
50118201	GUEVARA JUAN V & GRISELDA G	16601 N CUMBIE LN	SHD-RL-5	SHD-RO
50118226	GUILLEN EULALIO H/LUCIA H	16444 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50123023	GUTIERREZ ADAN/MARIA A	15439 N FACTORY ST	SHD-RL-5	SHD-RO
50179045	GUTIERREZ BENITO	16008 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50179072	GUTIERREZ EFRIN/LUJAN MELISSA	16002 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50120023	GUTIERREZ MARIA ONESIMA CAMACHO/JESUS	16014 N DESERT SAGE ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50121029C	GUTIERREZ PEDRO CASTORENA/ CASTORENA MARGARITA		SHD-RL-5	SHD-RO
50123078	GUTIERREZ RODOLFO P	15614 N FACTORY ST	SHD-RL-5	SHD-RO
50118189	GUZMAN ANTONIO S	12717 W LUNDBERG ST	SHD-RL-5	SHD-RO
50181214	HABITAT FOR HUMANITY CENTRAL ARIZONA	12551 W STATLER ST	SHD-RL-5	SHD-RO
50118257	HALL WILLIAM E JR & ANASTASIA M	16515 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50118171	HANSON BRENDA	12741 W ELM ST	SHD-RL-5	SHD-RO
50180004	HARO JOSE B/CARMELITA C	15420 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50178026	HARRIS MORRIS	15838 N JERRY ST	SHD-RL-5	SHD-RO
50179052	HEREDIA MARIA C	16033 N VERDE ST	SHD-RL-5	SHD-RO
50118121	HERNANDEZ ALBERTO	16572 N MARYLAND AV	SHD-RL-5	SHD-RO
50121055	HERNANDEZ ALEJANDRO & MARGARITA	13028 W DESERT LN	SHD-RL-5	SHD-RO
50122062	HERNANDEZ ALEJANDRO JR	15407 N SUNNY LN	SHD-RL-5	SHD-RO
50121030A	HERNANDEZ ANTONIO/ DE GOMEZ SOCORRO DE REYES	12914 W TARA LN	SHD-CC	SHD-RO
50181036	HERNANDEZ ANTONIO/ GOMEZ SOCORRO REYEZ	12542 W STATLER ST	SHD-RL-5	SHD-RO
50121048	HERNANDEZ ARISTEO M/ MARGART1A L/MARCELLA	12943 W DESERT LN	SHD-RL-5	SHD-RO
50178009	HERNANDEZ AURORA M/ FLOOD IRMA HERNANDEZ	15844 N FACTORY ST	SHD-RL-5	SHD-RO
50118214	HERNANDEZ BIVIANA ANGEL/ MENDEZ LORENA DELGADO	16575 N KINGS DR	SHD-RL-5	SHD-RO
50123098	HERNANDEZ CAROLINE		SHD-RL-5	SHD-RO
50123107B	HERNANDEZ CAROLINE	15408 N EL MIRAGE RD	SHD-RL-5	SHD-RO
50123107E	HERNANDEZ CAROLINE		SHD-RL-5	SHD-RO
50181002H	HERNANDEZ DAVID H	16233 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50179068	HERNANDEZ GUADALUPE/VALENTE	16033 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50123106B	HERNANDEZ IGNACIO/LUPE		SHD-RL-5	SHD-RO
50123027	HERNANDEZ JEREMY RYAN	15432 N JERRY ST	SHD-RL-5	SHD-RO
50121004	HERNANDEZ JESSE GONZALES	15614 N SUNNY LN	SHD-RL-5	SHD-RO
50118119	HERNANDEZ JESUS R	16532 N MARYLAND AV	SHD-RL-5	SHD-RO
50118265	HERNANDEZ JESUS R	12730 W AMY DR	SHD-RH	SHD-RO
50118269	HERNANDEZ JESUS R	12717 W AMY DR	SHD-RH	SHD-RO
50118274	HERNANDEZ JESUS R	12741 W TASHA DR	SHD-RH	SHD-RO
50118276	HERNANDEZ JESUS R	16578 N NASH ST	SHD-RL-5	SHD-RO
50179033T	HERNANDEZ JOSEPHINE D	12644 W RIMROCK ST	SHD-RL-5	SHD-RO
50178053	HERNANDEZ JOSIE P	16027 N FACTORY ST	SHD-RL-5	SHD-RO
50181051	HERNANDEZ JUAN J & KATIE T	12520 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50123110E	HERNANDEZ MANUEL Q/MARIA R	15621 N JERRY ST	SHD-RL-5	SHD-RO
50121008	HERNANDEZ MIGUEL/DIAZ JULIA		SHD-RL-5	SHD-RO
50179060	HERNANDEZ RAMON O	16014 N VERDE ST	SHD-RL-5	SHD-RO
50118131	HERNANDEZ REDENTOR H/MARGARITA B	12821 W ELM ST	SHD-RL-5	SHD-RO
50118132	HERNANDEZ REDENTOR H/MARGARITA B	16772 N MARYLAND AV	SHD-RL-5	SHD-RO
50120037G	HERNANDEZ ROSALIO B JR & STELLA C		SHD-RL-5	SHD-RO
50120037G	HERNANDEZ ROSALIO B JR & STELLA C		SHD-RL-5	SHD-RO
50120037G	HERNANDEZ ROSALIO B JR & STELLA C	12709 W PARADISE LN	SHD-RL-5	SHD-RO
50118097	HERNANDEZ-RAMOS MANUEL/ HERNANDEZ ESTHER G	16591 N MARYLAND AV	SHD-RL-5	SHD-RO
50181001	HERRERA CUAHTEMOC	16245 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181068	HERRERA CUAHUTEMOC	16571 N NASH ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50121018	HERRERA DANIEL	15608 N SUNNY LN	SHD-RL-5	SHD-RO
50121091	HERRERA DANIEL/JANET B	12914 W GREENWAY RD	SHD-RL-5	SHD-RO
50123071	HERRERA DANIEL/JANET B	15639 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50179001	HERRERA DANIEL/PATRICIA L	15801 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50123101D	HERRERA FREDI CUEVAS/ ALONSO SANDRA RIOS	12321 W GREENWAY RD	SHD-RL-5	SHD-RO
50119011	HERRERA LORENZO/AMELIA	12941 W CENTRAL ST	SHD-RL-5	SHD-RO
50122050D	HERRERA PEDRO S/DEBORAH L	12867 W MARKET ST	SHD-RL-5	SHD-RO
50118100	HESS PATRICIA	16550 N DESERT SAGE DR	SHD-RL-5	SHD-RO
50121058	HIGUERA ALMA/LOPEZ FRANCISCO	13010 W DESERT LN	SHD-RL-5	SHD-RO
50118148	HORTON DAVID/RENEE L	12832 W YOUNG ST	SHD-RL-5	SHD-RO
50118145	HOUSING AUTHORITY OF MARICOPA COUNTY	12814 W YOUNG ST	SHD-RL-5	SHD-RO
50118037G	HOUSING AUTHORITY OF MARICOPA COUNTY	12970 W POST DR	SHD-RL-5	SHD-RO
50118037H	HOUSING AUTHORITY OF MARICOPA COUNTY	12976 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50120010A	HOUSING AUTHORITY OF MARICOPA COUNTY	16015 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50181007A	HOUSING AUTHORITY OF MARICOPA COUNTY	16232 N FULCHER DR	SHD-RL-5	SHD-RO
50181041	HOWARD JOHN D & ROSE MARIE GARZA	12522 W STATLER ST	SHD-RL-5	SHD-RO
50118191	HUERTA ENEDINA C	12728 W YOUNG ST	SHD-RL-5	SHD-RO
50179048	HUERTA GUADALUPE L & YOLANDA S	16007 N VERDE ST	SHD-RL-5	SHD-RO
50179047	HUERTA GUADALUPE L/YOLANDA C TR	16001 N VERDE ST	SHD-RL-5	SHD-RO
50179014	HUERTA JESUS JOSE	15814 N VERDE ST	SHD-RL-5	SHD-RO
50179019	HUERTA JOSE LEYVA & JUANITA R	15815 N VERDE ST	SHD-RL-5	SHD-RO
50180036J	HUERTA PAULINO L & MARIA D	15613 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50181073	HUERTA PAULINO M	16632 N WUSICH ST	SHD-RL-5	SHD-RO
50118090	HUERTA SILVIA E	16431 N MARYLAND AV	SHD-RL-5	SHD-RO
50121020A	HUFFMAN KENNETH & CHERYL L	15657 N DYSART RD	SHD-RL-5	SHD-RO
50118112	HUNT EMMA D	16550 N CUMBIE LN	SHD-RL-5	SHD-RO
50178051	IBARRA BENJAMIN/ ZARAGOZA-ALVAREZ DE RIOS ANA	16015 N FACTORY ST	SHD-RL-5	SHD-RO
50179066	IBARRA BONIFACIO	16021 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50179015	IGLESIA DE DIOS PENTECOSTAL MI	15808 N VERDE ST	SHD-RL-5	SHD-RO
50181003F	IGLESIA EVANGELICA LUTHERANA PAN DE VIDA	16221 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181003G	IGLESIA EVANGELICA LUTHERANA PAN DE VIDA		SHD-RL-5	SHD-RO
50178072B	IMMANUEL BAPTIST CH	16045 N JERRY ST	SHD-RL-5	SHD-RO
50123001A	JACOBSEN GERALD A/SHARON K	12482 W GREENWAY RD	SHD-RL-5	SHD-RO
50118463	JANOVITZ FRANCIS J/LINDA S	16322 N DESERT SAGE ST	SHD-RM	SHD-RO
50123110P	JERUSALEM MISSIONARY BAPTIST CHURCH	15631 N JERRY ST	SHD-RL-5	SHD-RO
50123110P	JERUSALEM MISSIONARY BAPTIST CHURCH	15631 N JERRY ST	SHD-RL-5	SHD-RO
50123110P	JERUSALEM MISSIONARY BAPTIST CHURCH	15631 N JERRY ST	SHD-RL-5	SHD-RO
50120034Y	JIMENEZ ALBERT P/MARIE C	15802 N NASH ST	SHD-RL-5	SHD-RO
50120015	JIMENEZ BLANCA	16045 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50120008B	JIMENEZ FAUSTINO/MARIA	16001 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50181108	JIMENEZ RAMON P/VIRGINIA C	12529 W STATLER ST	SHD-RL-5	SHD-RO
50179053	JIMENEZ RODOLFO & BLANCA	16039 N VERDE ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50118173	JOHNSON JAMES J/HELLA	16772 N CUMBIE LN	SHD-RL-5	SHD-RO
50123008	JOSEPH SHAMIRAN	15445 N GREASEWOOD ST	SHD-CN	SHD-RO
50181002F	JUAREZ BENITO	16229 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50123109D	JUAREZ JOSE MANUEL/IBARRA BONIFACIO	15607 N JERRY ST	SHD-RL-5	SHD-RO
50181030	JUAREZ MANUAL RIOS & GUADALUPE I	12531 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118108	JUAREZ MANUEL RIOS/MARIA GUADALUPE	16501 N DESERT SAGE DR	SHD-RL-5	SHD-RO
50119013	JUAREZ PEDRO ESTRADA/ RAMOS VERONICA YANEZ	13009 W CENTRAL ST	SHD-RL-5	SHD-RO
50119013	JUAREZ PEDRO ESTRADA/ RAMOS VERONICA YANEZ	13009 W CENTRAL ST	SHD-RL-5	SHD-RO
50118275	KAUFFMAN JAMES A/BRENDA J	16598 N NASH ST	SHD-RL-5	SHD-RO
50118282	KAUFFMAN JAMES A/BRENDA J	16498 N NASH ST	SHD-RL-5	SHD-RO
50118246	KERN WALTER J/NUMILA G TR/BLANSKE VENTURES LP	16717 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50123067	KIM CHIN YONG	15615 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50121012B	L AND S DEVELOPMENT LLC		SHD-RL-5	SHD-RO
50180003	LA IGLESIA DEL VALLE DE LAS ASAMBLEAS DE DIOS	15414 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50120036	LABORIN DANA LOUISE	16026 N NASH ST	SHD-RL-5	SHD-RO
50181005Q	LABORIN GEORGE L & HELEN	12532 W PARADISE LN	SHD-RL-5	SHD-RO
50179058	LABORIN HERMINIA	16026 N VERDE ST	SHD-RL-5	SHD-RO
50181080	LANCER MICHAEL/REYES SANDY	16432 N WUSICH ST	SHD-RL-5	SHD-RO
50123070	LANDAVERDE RAQUEL HERNANDEZ	15633 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50180031	LARA DOMINGA L	15607 N VERDE ST	SHD-RL-5	SHD-RO
50118126	LARA FRANCISCO C/VERONICA C	12849 W ELM ST	SHD-RL-5	SHD-RO
50181039	LARA JOSE TRINIDAD/ADOLFO/ EUSEBIO/JOSE A	12530 W STATLER ST	SHD-RL-5	SHD-RO
50118117	LARA-PUGA JOSE A	16472 N MARYLAND AV	SHD-RL-5	SHD-RO
50120002C	LASHIER KEITH E/JAQUE D TR	15815 N DESERT SAGE ST	SHD-CC	SHD-RO
50180002	LATIN AMER DIST CNCL ASSEMBLIES OF GOD	15408 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50180001	LATIN AMERICAN DIST COUNCIL	15406 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118151	LDT INVESTORS LLC	12845 W YOUNG ST	SHD-RL-5	SHD-RO
50119001	LDT INVESTORS LLC		SHD-RL-5	SHD-RO
50119002	LDT INVESTORS LLC	12903 W CENTRAL ST	SHD-RL-5	SHD-RO
50178008	LDT INVESTORS LLC	15845 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118050C	LDT INVESTORS LLC		SHD-RL-5	SHD-RO
50180036Q	LDT INVESTORS LLC	15621 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50180036S	LEDESMA DIONICIO & LUPE H	15629 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50181040	LEDESMA JESSE/GUADALUPE I	12526 W STATLER ST	SHD-RL-5	SHD-RO
50178047	LEMUS GUELIO/PENA DEBRA ANN	16006 N FACTORY ST	SHD-RL-5	SHD-RO
50118213	LETCHER LENNY G/TRACY L	12701 W ELM ST	SHD-RL-5	SHD-RO
50118465	LEVVA UBALDO/VERONICA	16350 N DESERT SAGE ST	SHD-RM	SHD-RO
50122055	LEX E ANDERSON TRUST	15601 N SUNNY LN	SHD-RL-5	SHD-RO
50118141	LEYVA ARTURO M & ELVA G	12833 W LUNDBERG ST	SHD-RL-5	SHD-RO
50123099A	LICANO GUADENCIO/BLANCA	15407 N JERRY ST	SHD-RL-5	SHD-RO
50179054	LICANO ISIDRO O/MARIA D	16045 N VERDE ST	SHD-RL-5	SHD-RO
50123077	LICANO ISIDRO O/NARUA D	15620 N FACTORY ST	SHD-RL-5	SHD-RO
50123012	LICANO ISIDRO/MARIA	15426 N FACTORY ST	SHD-RL-5	SHD-RO
50181110	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12302 W PICERNE DR	SHD-RL-5	SHD-RO
50181111	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12306 W PICERNE DR	SHD-RL-5	SHD-RO
50181112	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12310 W PICERNE DR	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50181113	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12314 W PICERNE DR	SHD-RL-5	SHD-RO
50181114	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12318 W PICERNE DR	SHD-RL-5	SHD-RO
50181115	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12322 W PICERNE DR	SHD-RL-5	SHD-RO
50181116	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12326 W PICERNE DR	SHD-RL-5	SHD-RO
50181117	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12330 W PICERNE DR	SHD-RL-5	SHD-RO
50181118	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12334 W PICERNE DR	SHD-RL-5	SHD-RO
50181119	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12338 W PICERNE DR	SHD-RL-5	SHD-RO
50181120	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12342 W PICERNE DR	SHD-RL-5	SHD-RO
50181121	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12346 W PICERNE DR	SHD-RL-5	SHD-RO
50181122	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12350 W PICERNE DR	SHD-RL-5	SHD-RO
50181123	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12354 W PICERNE DR	SHD-RL-5	SHD-RO
50181124	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12358 W PICERNE DR	SHD-RL-5	SHD-RO
50181125	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12362 W PICERNE DR	SHD-RL-5	SHD-RO
50181126	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12366 W PICERNE DR	SHD-RL-5	SHD-RO
50181127	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16338 N FOX HILL DR	SHD-RL-5	SHD-RO
50181129	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16330 N FOX HILL DR	SHD-RL-5	SHD-RO
50181130	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16326 N FOX HILL DR	SHD-RL-5	SHD-RO
50181131	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16322 N FOX HILL DR	SHD-RL-5	SHD-RO
50181132	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16318 N FOX HILL DR	SHD-RL-5	SHD-RO
50181133	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16314 N FOX HILL DR	SHD-RL-5	SHD-RO
50181134	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16310 N FOX HILL DR	SHD-RL-5	SHD-RO
50181135	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16306 N FOX HILL DR	SHD-RL-5	SHD-RO
50181136	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16302 N FOX HILL DR	SHD-RL-5	SHD-RO
50181137	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16260 N FOX HILL DR	SHD-RL-5	SHD-RO
50181138	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16256 N FOX HILL DR	SHD-RL-5	SHD-RO
50181139	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16252 N FOX HILL DR	SHD-RL-5	SHD-RO
50181140	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16248 N FOX HILL DR	SHD-RL-5	SHD-RO
50181141	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16244 N FOX HILL DR	SHD-RL-5	SHD-RO
50181142	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16240 N FOX HILL DR	SHD-RL-5	SHD-RO
50181143	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16236 N FOX HILL DR	SHD-RL-5	SHD-RO
50181144	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16232 N FOX HILL DR	SHD-RL-5	SHD-RO
50181145	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16228 N FOX HILL DR	SHD-RL-5	SHD-RO
50181146	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16224 N FOX HILL DR	SHD-RL-5	SHD-RO
50181147	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16220 N FOX HILL DR	SHD-RL-5	SHD-RO
50181148	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16216 N FOX HILL DR	SHD-RL-5	SHD-RO
50181149	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16212 N FOX HILL DR	SHD-RL-5	SHD-RO
50181150	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16208 N FOX HILL DR	SHD-RL-5	SHD-RO
50181151	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16204 N FOX HILL DR	SHD-RL-5	SHD-RO
50181152	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16200 N FOX HILL DR	SHD-RL-5	SHD-RO
50181153	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16235 N FOX HILL DR	SHD-RL-5	SHD-RO
50181154	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16239 N FOX HILL DR	SHD-RL-5	SHD-RO
50181155	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16243 N FOX HILL DR	SHD-RL-5	SHD-RO
50181156	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16247 N FOX HILL DR	SHD-RL-5	SHD-RO
50181157	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16251 N FOX HILL DR	SHD-RL-5	SHD-RO
50181158	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16255 N FOX HILL DR	SHD-RL-5	SHD-RO
50181159	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16261 N FOX HILL DR	SHD-RL-5	SHD-RO
50181160	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16317 N FOX HILL DR	SHD-RL-5	SHD-RO
50181161	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16321 N FOX HILL DR	SHD-RL-5	SHD-RO
50181162	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12359 W PICERNE DR	SHD-RL-5	SHD-RO
50181163	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12355 W PICERNE DR	SHD-RL-5	SHD-RO
50181164	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12351 W PICERNE DR	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50181165	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12347 W PICERNE DR	SHD-RL-5	SHD-RO
50181166	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12343 W PICERNE DR	SHD-RL-5	SHD-RO
50181167	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12339 W PICERNE DR	SHD-RL-5	SHD-RO
50181168	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12335 W PICERNE DR	SHD-RL-5	SHD-RO
50181169	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12331 W PICERNE DR	SHD-RL-5	SHD-RO
50181170	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12327 W PICERNE DR	SHD-RL-5	SHD-RO
50181171	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12323 W PICERNE DR	SHD-RL-5	SHD-RO
50181172	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12319 W PICERNE DR	SHD-RL-5	SHD-RO
50181173	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12315 W PICERNE DR	SHD-RL-5	SHD-RO
50181174	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12316 W TAMI LN	SHD-RL-5	SHD-RO
50181175	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12320 W TAMI LN	SHD-RL-5	SHD-RO
50181176	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12324 W TAMI LN	SHD-RL-5	SHD-RO
50181177	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12328 W TAMI LN	SHD-RL-5	SHD-RO
50181178	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12332 W TAMI LN	SHD-RL-5	SHD-RO
50181179	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12336 W TAMI LN	SHD-RL-5	SHD-RO
50181180	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12340 W TAMI LN	SHD-RL-5	SHD-RO
50181181	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12344 W TAMI LN	SHD-RL-5	SHD-RO
50181182	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12333 W TAMI LN	SHD-RL-5	SHD-RO
50181183	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12329 W TAMI LN	SHD-RL-5	SHD-RO
50181184	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12325 W TAMI LN	SHD-RL-5	SHD-RO
50181185	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12321 W TAMI LN	SHD-RL-5	SHD-RO
50181186	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	12317 W TAMI LN	SHD-RL-5	SHD-RO
50181187	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16246 N 123 DR	SHD-RL-5	SHD-RO
50181188	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16242 N 123 DR	SHD-RL-5	SHD-RO
50181189	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16238 N 123 DR	SHD-RL-5	SHD-RO
50181190	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16234 N 123 DR	SHD-RL-5	SHD-RO
50181191	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16230 N 123 DR	SHD-RL-5	SHD-RO
50181192	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16226 N 123 DR	SHD-RL-5	SHD-RO
50181193	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16222 N 123 DR	SHD-RL-5	SHD-RO
50181194	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16221 N 123 DR	SHD-RL-5	SHD-RO
50181195	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16225 N 123 DR	SHD-RL-5	SHD-RO
50181196	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16229 N 123 DR	SHD-RL-5	SHD-RO
50181197	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16233 N 123 DR	SHD-RL-5	SHD-RO
50181198	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16237 N 123 DR	SHD-RL-5	SHD-RO
50181199	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16241 N 123 DR	SHD-RL-5	SHD-RO
50181200	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16245 N 123 DR	SHD-RL-5	SHD-RO
50181201	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16303 N 123 DR	SHD-RL-5	SHD-RO
50181202	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16307 N 123 DR	SHD-RL-5	SHD-RO
50181203	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16311 N 123 DR	SHD-RL-5	SHD-RO
50181204	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16315 N 123 DR	SHD-RL-5	SHD-RO
50181205	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16319 N 123 DR	SHD-RL-5	SHD-RO
50181206	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16323 N 123 DR	SHD-RL-5	SHD-RO
50181207	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16327 N 123 DR	SHD-RL-5	SHD-RO
50181208	LILI RUBIN INVESTMENT PROPERTIES 2 LLC	16331 N 123 DR	SHD-RL-5	SHD-RO
50181209	LILI RUBIN INVESTMENT PROPERTIES 2 LLC		SHD-RL-5	SHD-RO
50181210	LILI RUBIN INVESTMENT PROPERTIES 2 LLC		SHD-RL-5	SHD-RO
50181211	LILI RUBIN INVESTMENT PROPERTIES 2 LLC		SHD-RL-5	SHD-RO
50181212	LILI RUBIN INVESTMENT PROPERTIES LLC		SHD-RL-5	SHD-RO
50181107C	LILI RUBIN INVESTMENT PROPERTIES LLC		SHD-RL-5	SHD-RO
50121051	LILIAS LIVING TRUST	13009 W DESERT LN	SHD-RL-5	SHD-RO
50118281	LIZARRAGA JOSE A/ELSIE J	16512 N NASH ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50118270	LMR INVESTING & HOLDINGS LLC	12707 W AMY DR	SHD-RH	SHD-RO
50118199	LOERA CRISTINA	12765 W YOUNG ST	SHD-RL-5	SHD-RO
50178059	LONGORIA LUPE	16032 N JERRY ST	SHD-RL-5	SHD-RO
50179002	LOPEZ ADAN GUTIERREZ/MARIA A	15807 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50181060	LOPEZ ALFRED E/HUGHES LUIS R	12651 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50120040A	LOPEZ BAYRON LEONEL VARGAS	16004 N NASH ST	SHD-CC	SHD-RO
50123109C	LOPEZ GERARDO	15443 N JERRY ST	SHD-RL-5	SHD-RO
50118467	LOPEZ MONICA	16342 N DESERT SAGE ST	SHD-RM	SHD-RO
50179023	LOPEZ NINFA S (LIFE ESTATE)	15839 N VERDE ST	SHD-RL-5	SHD-RO
50123086	LOPEZ YOLANDA H/ GUITERREZ M E/HEREDIA JOSE M	15633 N FACTORY ST	SHD-RL-5	SHD-RO
50181025A	LOZANO DIONICIO MARTINEZ	16244 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118146	LOZANO JAIME RUIZ/SILVIA H	12820 W YOUNG ST	SHD-RL-5	SHD-RO
50179026	LUJAN AURORA D	15838 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181006H	LUMMUS NICOLE	16427 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118262	LUNDBERG ESTHER C/DELEON JUAN/MARIA		SHD-CC	SHD-RO
50118229	LUNDY DAVID A	16508 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50120014	LUZ ELISIA M/DE LA CRUZ PEDRO	16039 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50180036D	MAC & MAGGIE LLC	15601 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118468	MADRID FRANCISCO J ORTIZ/ RAMIREZ DORA E	16338 N DESERT SAGE ST	SHD-RM	SHD-RO
50179033E	MALDONADO MARIA ISABEL MENDEZ	16020 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118118	MALONE KEVIN G & KAREN E	16502 N MARYLAND AV	SHD-RL-5	SHD-RO
50120049	MARICHALAR EZEQUIEL M	15850 N SUNNY LN	SHD-RL-5	SHD-RO
50181072	MARICOPA COUNTY HOUSING AUTHORITY		SHD-RL-5	SHD-RO
50179006	MARIN JENARO	15833 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118233	MARIN JOSE LUIS OLMEDO	16554 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50179005	MARQUEZ MANUEL	15827 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50178043	MARQUEZ MANUEL L & NATALIA M	16032 N FACTORY ST	SHD-RL-5	SHD-RO
50181005P	MARROQUIN JOSE ANDRES	12534 W PARADISE LN	SHD-RL-5	SHD-RO
50121062	MARROQUIN MARTA	12940 W DESERT LN	SHD-RL-5	SHD-RO
50178074B	MARSHALL ALICE	15807 N JERRY ST	SHD-RL-5	SHD-RO
50121064	MARSHALL BRIDGETTE	12926 W DESERT LN	SHD-RL-5	SHD-RO
50178075	MARSHALL CHARLIE D	15815 N JERRY ST	SHD-RL-5	SHD-RO
50178077E	MARSHALL DANIELLE/RENE		SHD-RL-5	SHD-RO
50123022	MARSHALL DOSSIE/SADALIA/NORRIS/CHARLIE/ETAL	15433 N FACTORY ST	SHD-RL-5	SHD-RO
50118298	MARTEL ANTOINE L	16401 N CUMBIE LN	SHD-RL-5	SHD-RO
50178048	MARTINEZ AMALIA DIAZ	16002 N FACTORY ST	SHD-RL-5	SHD-RO
50123081	MARTINEZ ELISA	15601 N FACTORY ST	SHD-RL-5	SHD-RO
50118154	MARTINEZ FLOR MARIA/RAMIRO		SHD-RL-5	SHD-RO
50118242	MARTINEZ IBARRA JOSE LUIS	16738 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50180019	MARTINEZ JANE/FERNANDEZ RAFAEL	15614 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50178049	MARTINEZ JESUS A/LOUTERIA MARIA	16001 N FACTORY ST	SHD-RL-5	SHD-RO
50123076	MARTINEZ JUAN	15626 N FACTORY ST	SHD-RL-5	SHD-RO
50118448	MARTINEZ KENTO/GARCIA ANA	16230 N DESERT SAGE ST	SHD-RM	SHD-RO
50181082	MARTINEZ LETICIA M	16401 N WUSICH ST	SHD-RL-5	SHD-RO
50118162	MARTINEZ LISA MARIE	12933 W ELM ST	SHD-RL-5	SHD-RO
50118177	MARTINEZ PEDRO/MANCELLA	12754 W LUNDBERG ST	SHD-RL-5	SHD-RO
50123025	MARTINEZ ROMAN/ANNA ELVA	15444 N JERRY ST	SHD-RL-5	SHD-RO
50118072	MARTINEZ ROY & SALLY M	12743 W POST DR	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50118234	MARTINEZ SERGIO/LAURIE	16576 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50178034	MARTINEZ-MCCRAY ESMERALDA	16007 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50178018	MATA ANEDINA S	15807 N FACTORY ST	SHD-RL-5	SHD-RO
50178046	MATAMOROS MARIA	16014 N FACTORY ST	SHD-RL-5	SHD-RO
50121049	MATAMOROS MIGUEL A/HENRIETTA	12949 W DESERT LN	SHD-RL-5	SHD-RO
50121050	MATAMOROS MIGUEL/HENRIETTA	12955 W DESERT LN	SHD-RL-5	SHD-RO
50123117	MAUGHAN EDSON/BONNIE	12326 W VESTA VIEW DR	SHD-RL-5	SHD-RO
50118486	MCGINNIS TIMOTHY JOSEPH/ LARISSA DAHN	16207 N DESERT SAGE ST	SHD-RM	SHD-RO
50123116	MEDRANO SANDRA	12334 W VESTA VIEW DR	SHD-RL-5	SHD-RO
50118175	MEJIA ALEJANDRA	12728 W LUNDBERG ST	SHD-RL-5	SHD-RO
50122053	MEJIA ANTONIO B ANIMAS		SHD-RL-5	SHD-RO
50123088	MELERO J F/PEIG-MELERO M/SAENZ M/TOMASA	15645 N FACTORY ST	SHD-RL-5	SHD-RO
50178057	MENDEZ ANTONIO M & BENITA G	16044 N JERRY ST	SHD-RL-5	SHD-RO
50181054	MENDEZ CARLOS A	12502 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50119057E	MENDEZ EDUARDO D/MARY SYLVIA	12932 W CENTRAL ST	SHD-RL-5	SHD-RO
50179042	MENDEZ MANUEL L JR & FRANCES Q	16026 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118254	MENDEZ MIRIA G/EDUARDO/MARIA S	16553 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50118478	MENDEZ RUBEN GARCIA/GLORIA A	16313 N DESERT SAGE ST	SHD-RM	SHD-RO
50181052	MENDIVIL NORA	12514 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50181008D	MENDOZA BERTHA F		SHD-RL-5	SHD-RO
50178068A	MENDOZA CANDELARIO A/ SILVAS VERONICA	15839 N JERRY ST	SHD-RL-5	SHD-RO
50178068C	MENDOZA CANDELARIO A/ SILVAS VERONICA	15833 N JERRY ST	SHD-RL-5	SHD-RO
50178068D	MENDOZA CANDELARIO A/ SILVAS VERONICA		SHD-RL-5	SHD-RO
50178073A	MENDOZA CANDELARIO A/ SILVAS VERONICA	15845 N JERRY ST	SHD-RL-5	SHD-RO
50179043	MENDOZA ESPERANZA	16020 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181076	MENDOZA PATRICIA	16532 N WUSICH ST	SHD-RL-5	SHD-RO
50118471	MENKUEIR LINO/MEYAN KAMILIA	16345 N DESERT SAGE ST	SHD-RM	SHD-RO
50121070	MERCADO JOSE M III	15441 N BLOSSOM LN	SHD-RL-5	SHD-RO
50121053A	MERCADO MARIA A	13021 W DESERT LN	SHD-RL-5	SHD-RO
50121065	MERCADO PATRICIA T/ENRIQUE JR	12920 W DESERT LN	SHD-RL-5	SHD-RO
50121046	MEZA CRUZ/LARA PANFILLO	12931 W DESERT LN	SHD-RL-5	SHD-RO
50122087A	MEZA RUBEN GARCIA	12704 W GREENWAY RD	SHD-RL-5	SHD-RO
50120033C	MI CASA MOBILE HOME-RV PARK LLC	16020 N CHURCH ST	SHD-CC	SHD-RO
50121027A	MILES CLYDE E ESTATE		SHD-RL-5	SHD-RO
50121027B	MILES DENNIS L	12932 W TARA LN	SHD-RL-5	SHD-RO
50180032	MILEY BRYAN	12540 W OCOTILLO ST	SHD-RL-5	SHD-RO
50181006B	MILLER DUANE/ALLEN	16401 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181006D	MILLER DUANE/ALLEN	16415 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181006F	MILLER DUANE/ALLEN	16421 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50179057	MILLER KENNETH	16032 N VERDE ST	SHD-RL-5	SHD-RO
50118477	MILLER RACHAEL ANN	16317 N DESERT SAGE ST	SHD-RM	SHD-RO
50121015A	MIRANDA-SOTELO CALIXTRO/ MIRANDA MARIA LOPEZ	12921 W TARA LN	SHD-RL-5	SHD-RO
50180051	MIRELES MERCEDES	15622 N VERDE ST	SHD-RL-5	SHD-RO
50123093	MOLINA MARTHA B	15620 N JERRY ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50178056	MOLINA PEDRO N JR	16045 N FACTORY ST	SHD-RL-5	SHD-RO
50181003B	MOLINA PEDRO/DAISY/PEDRO P III	12434 W PARADISE LN	SHD-RL-5	SHD-RO
50122056	MOLINA PEDRO/EMMA	15445 N SUNNY LN	SHD-RM	SHD-RO
50122057	MOLINA PEDRO/EMMA	15439 N SUNNY LN	SHD-CC	SHD-RO
50181071	MONREAL GLORIA ROSALES/ JUAN M/SYLVA M ETAL	16631 N NASH ST	SHD-RL-5	SHD-RO
50121035A	MONREAL MARY ANASTASIA	15433 N DYSART RD	SHD-RL-5	SHD-RO
50123072	MONTANO SERVANDO	15645 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50121001C	MONTES ALICIA C	15463 N BLOSSOM LN	SHD-RL-5	SHD-RO
50121001D	MONTES VICTOR M/ALICIA C	15444 N SUNNY LN	SHD-RL-5	SHD-RO
50121075	MONTEZ SANTIAGO M	12955 W SAHUARO LN	SHD-RL-5	SHD-RO
50119049	MONTOYA ALEX G/GUADALUPE J	12977 W MARKET ST 100	SHD-RL-5	SHD-RO
50119057D	MONTOYA ALEX G/GUADALUPE J	12924 W CENTRAL ST	SHD-RL-5	SHD-RO
50181027	MONTOYA FRANCISCA	12519 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50120027	MONTOYA RUBEN B/MARIETTA D TR	15844 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50181037	MORA ESPERANZA V	12538 W STATLER ST	SHD-RL-5	SHD-RO
50178006	MORALES MANUELA FLORES TR/ROMAN	15833 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50179028	MORALES MANUELA FLORES TR/ROMAN	15826 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50180018	MORALES RAMONE/NORMA	15608 N GREASEWOOD ST	SHD-CN	SHD-RO
50118156	MORENO JACOVO RUEDAS/ RUEDAS SOCORRO		SHD-RL-5	SHD-RO
50122058	MORENO LORENZO JR/ANNA M	15433 N SUNNY LN	SHD-RL-5	SHD-RO
50118038A	MORGAN JAMES DEAN	16214 N NASH ST	SHD-RL-5	SHD-RO
50181049	MOSCOSOS FELIPE REYES	12532 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118447	MOYA ANGELICA G	16234 N DESERT SAGE ST	SHD-RM	SHD-RO
50121026	MUNOZ AGUSTIN/ELISA	12938 W TARA LN	SHD-RL-5	SHD-RO
50118223	MUNOZ JULIA L	16399 N KINGS DR	SHD-RL-5	SHD-RO
50120054	MURILLO ANTONIO/MARGARITA	16021 N SUNNY LN	SHD-RL-5	SHD-RO
50180006	MURILLO JOSE & NELLIE	15432 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181032	MURILLO RAFAEL G & DELIA L	12539 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50123007	MURILLO TERESO V & FRANCISCA L ETAL	15439 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50123084	MURRIETA ZULEMA ROPP/MARTIN E	15621 N FACTORY ST	SHD-RL-5	SHD-RO
50118135	N/A	12826 W LUNDBERG ST	SHD-RL-5	SHD-RO
50120051	NAVARRO ALBERTO A & FRANCISCA J	16051 N SUNNY LN	SHD-RL-5	SHD-RO
50121039D	NAVEL MARTIN/MARILU	13036 W GREENWAY RD	SHD-RL-5	SHD-RO
50118228	NICHOLS DONALD R & CATHERINE R	16482 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50118160	NIEMYJSKI ELZBIETA	16735 N MARYLAND AV	SHD-RL-5	SHD-RO
50123108C	NIETO ALEJANDRO LOA	15751 N JERRY ST	SHD-RL-5	SHD-RO
50178016	NIETO JUAN RAUL LOA/ MEDINA VIRGINIA TALAVERA	15802 N FACTORY ST	SHD-RL-5	SHD-RO
50178042	NOLASCO JUSTO H & GLORIA C	16038 N FACTORY ST	SHD-RL-5	SHD-RO
50121024	NORTHWEST FAM OUTREACH PENECOST CHURCH OF GOD	12944 W TARA LN	SHD-RL-5	SHD-RO
50180036U	NUNEZ ANDY & CARRIE L		SHD-RL-5	SHD-RO
50118038H	NUNEZ EVARISTO/JUANA/GARCIA ANTONIO		SHD-RM	SHD-RO
50118134	NUNEZ RICARDO HURTADO	12820 W LUNDBERG ST	SHD-RL-5	SHD-RO
50120035A	OCCHILINE JOE S	16020 N NASH ST	SHD-RL-5	SHD-RO
50120035C	OCCHILINE JOE S	16014 N NASH ST	SHD-RL-5	SHD-RO
50179037K	OCCHILINE TONY A	16027 N NASH ST	SHD-RL-5	SHD-RO
50123074	OCCHILINE WARD	15638 N FACTORY ST	SHD-CN	SHD-RO
50123075	OCCHILINE WARD	15632 N FACTORY ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50120038B	OCHOA MANUEL VENUSTIANO/ ROSIZELA CHRISTINA	16038 N NASH ST	SHD-RL-5	SHD-RO
50179037P	OCHOA ROSIZELA	16033 N NASH ST	SHD-RL-5	SHD-RO
50120042	OOSRR LLC	16025 N CHURCH ST	SHD-RL-5	SHD-RO
50120009F	ORDAZ CARRILLO JOSE LUIS	16007 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50120039A	ORDAZ CARRILLO RICARDO	16008 N NASH ST	SHD-RL-5	SHD-RO
50120061	ORENDER MAXINE	15790 N NASH ST	SHD-RL-5	SHD-RO
50178025	ORNELLAS ESTELLA VALESQUEZ	15844 N JERRY ST	SHD-RL-5	SHD-RO
50181008C	OROZCO AGUSTIN/HERNANDEZ BIVIANA		SHD-RL-5	SHD-RO
50181012E	OROZCO MARIA		SHD-RL-5	SHD-RO
50118284	OROZCO RUFINO	16505 N CUMBIE LN	SHD-RL-5	SHD-RO
50179055	OROZCO SALVADOR ETAL	16044 N VERDE ST	SHD-RL-5	SHD-RO
50180052	OROZCO SALVADOR JR/OROZCO SR	15626 N VERDE ST	SHD-RL-5	SHD-RO
50180026	OROZCO SALVADOR/ PASILLAS MARGARITA C	15639 N VERDE ST	SHD-RL-5	SHD-RO
50120019	ORTEGA ELIBERTO N SR/ERNESTINE C	16038 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50119058	ORTEGA ELIBERTO/ERNESTINE	12939 W MARKET ST	SHD-RL-5	SHD-RO
50178024	ORTIZ BENJAMIN P	15845 N FACTORY ST	SHD-RL-5	SHD-RO
50181031	ORTIZ JACQUELINE D	12535 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50179021	ORTIZ JESUS F & ESPERANZA H	15827 N VERDE ST	SHD-RL-5	SHD-RO
50118243	ORTIZ JOSE M/SANTOS VERGARA	16750 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50122051E	ORTIZ OFELIA A SR	15627 N SUNNY LN	SHD-RL-5	SHD-RO
50118485	ORTIZ SHERI	16211 N DESERT SAGE ST	SHD-RM	SHD-RO
50181109	OZUNA MARIO/JOSEFINA	12525 W STATLER ST	SHD-RL-5	SHD-RO
50180013	PACIFIC LATIN AMERICAN DISTRICT COUNCIL		SHD-RL-5	SHD-RO
50180014	PACIFIC LATIN AMERICAN DISTRICT COUNCIL		SHD-RL-5	SHD-RO
50180015	PACIFIC LATIN AMERICAN DISTRICT COUNCIL	12520 W GREENWAY RD	SHD-RL-5	SHD-RO
50180016	PACIFIC LATIN AMERICAN DISTRICT COUNCIL		SHD-RL-5	SHD-RO
50181053	PAMPEL RODNEY WILLIAM	12508 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50121035B	PARABOLA CACTUS L L C	15428 N CACTUS LN	SHD-RL-5	SHD-RO
50179033A	PARAVAR TARANEH	16001 N NASH ST	SHD-RL-5	SHD-RO
50120050	PARRA PATRICIA	15840 N SUNNY LN	SHD-RL-5	SHD-RO
50123018	PASILLAS FILIMON/MARIA	15407 N FACTORY ST	SHD-RL-5	SHD-RO
50181046	PASILLAS FRANCISCO C/ALBINA SOLIS DE	12550 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50123011	PASILLAS RICARDO C/VICTORIA S	15432 N FACTORY ST	SHD-RL-5	SHD-RO
50181006G	PASILLAS YNES C & ANTONIO C	16433 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50178065A	PEDROZA MARIA CECILIA	16007 N JERRY ST	SHD-RL-5	SHD-RO
50118002A	PENA FAMILY LIVING TRUST	12908 W COTTONWOOD ST	SHD-CC	SHD-RO
50122084A	PENA JOSE MORENO/SANTOS R	12720 W GREENWAY RD	SHD-RL-5	SHD-RO
50178021	PENA MARIA DE LOURDES HERNANDEZ	15827 N FACTORY ST	SHD-RL-5	SHD-RO
50178023	PENA OSCAR R	15839 N FACTORY ST	SHD-RL-5	SHD-RO
50178012	PENA RAMIRO C/DEBRA ANN	15826 N FACTORY ST	SHD-RL-5	SHD-RO
50178013	PENA RAMIRO C/DEBRA ANN	15820 N FACTORY ST	SHD-RL-5	SHD-RO
50118475	PENN KELLY D	16325 N DESERT SAGE ST	SHD-RM	SHD-RO
50121025	PENTECOSTAL CHURCH OF GOD	13002 W TARA LN	SHD-RL-5	SHD-RO
50121023B	PENTECOSTAL CHURCH OF GOD	13014 W TARA LN	SHD-RL-5	SHD-RO
50122085A	PEREZ ALFREDO	12714 W GREENWAY RD	SHD-RL-5	SHD-RO
50118489	PEREZ CARMEN	16195 N DESERT SAGE ST	SHD-RM	SHD-RO
50121089	PEREZ CRISPIN C & HERMELINDA C	12926 W GREENWAY RD	SHD-RL-5	SHD-RO
50178044	PEREZ FELIPE S & GLORIA L	16026 N FACTORY ST	SHD-RL-5	SHD-RO
50118088	PEREZ MANUEL D SR/SUSAN M	12803 W POST DR	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50178002	PEREZ ROLANDO & RITA	15807 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50121080	PETERS DANIEL	13028 W GREENWAY RD	SHD-RL-5	SHD-RO
50181005F	PINA RICHARD G/SHERRY R	12542 W PARADISE LN	SHD-RL-5	SHD-RO
50123028	PINEDO PAULA VILLARREAL	15426 N JERRY ST	SHD-RL-5	SHD-RO
50118193	PIZANO JOSE L/VILLES CAZ ROSA S	12754 W YOUNG ST	SHD-RL-5	SHD-RO
50123085	PLANCARTE MARIA M/WEBER CONNIE P	15627 N FACTORY ST	SHD-RL-5	SHD-RO
50118107	PORRAS SALVADOR D/MARIA L	16531 N DESERT SAGE DR	SHD-RL-5	SHD-RO
50181065	PORRAS SALVADOR D/MARIA L	16471 N NASH ST	SHD-RL-5	SHD-RO
50122045A	PORTER EDNA TR		SHD-RL-5	SHD-RO
50122040	PORTER EDNA M TR	15418 N FLETCHER ST	SHD-RL-5	SHD-RO
50118268	POWER HOUSE INVESTMENT GROUP LLC	12731 W AMY DR	SHD-RH	SHD-RO
50121069	POWER HOUSE INVESTMENT GROUP LLC	15440 N SUNNY LN	SHD-RL-5	SHD-RO
50120031F	POWER HOUSE INVESTMENT GROUP LLC	16039 N CHURCH ST	SHD-RL-5	SHD-RO
50181105C	PROGRESS RESIDENTIAL 2014-1 BORROWER LLC	12521 W STATLER ST	SHD-RL-5	SHD-RO
50121032D	PULIDO JOSE M	15646 N SUNNY LN	SHD-RL-5	SHD-RO
50118103	PULIDO JOSE S MENDEZ	16470 N DESERT SAGE DR	SHD-RL-5	SHD-RO
50179040B	PULIDO JUAN MANUEL VEGA	16038 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50178005	QUAN BICH NQOC THI	15827 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50178078C	QUINONES AL B	15851 N JERRY ST	SHD-RL-5	SHD-RO
50178061	QUINONES CARLOS B TR	16020 N JERRY ST	SHD-RL-5	SHD-RO
50178007	QUINTERO IGNACIO MORENO	15839 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50181013B	QUINTERO MARIA I	16213 N NASH ST	SHD-RL-5	SHD-RO
50179037M	RAHIM PARWIZ MOHAMAD/MARIA PETRA	16035 N NASH ST	SHD-RL-5	SHD-RO
50179010	RAMIREZ CARMELO/CARMEN B	15838 N VERDE ST	SHD-RL-5	SHD-RO
50118474	RAMIREZ CHRISTOPHER D/ GONGORA DESTANY S	16333 N DESERT SAGE ST	SHD-RM	SHD-RO
50120037H	RAMIREZ DELIA V	16044 N NASH ST 100	SHD-RL-5	SHD-RO
50118452	RAMIREZ GABRIEL/COVARRUBIO RUBY	16242 N DESERT SAGE ST	SHD-RM	SHD-RO
50118283	RAMIREZ HELEN	16481 N CUMBIE LN	SHD-RL-5	SHD-RO
50122035B	RAMIREZ JAVIER A/JOSIE		SHD-RL-5	SHD-RO
50122035C	RAMIREZ JAVIER R/JOSIE A	12819 W MARKET ST	SHD-RL-5	SHD-RO
50181002D	RAMIREZ LUIS C & TRINIDAD T CON	16239 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118245	RAMIREZ MARY ANN	16737 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50122072	RAMIREZ OLIVIA A/CARDIEL ANGEL J	12749 W MARKET ST	SHD-RL-5	SHD-RO
50118266	RAMIRO RODRIGUEZ TRUST	12740 W AMY DR	SHD-RH	SHD-RO
50181005Y	RAMOS FRANK & AUDELIA P HERNANDEZ	12539 W STATLER ST	SHD-RL-5	SHD-RO
50179049	RAMOS GABRIELA	16015 N VERDE ST	SHD-RL-5	SHD-RO
50179033R	RAMOS JUAN R/ZARATE GLORIA	12620 W RIMROCK ST	SHD-RL-5	SHD-RO
50121092	RAMOS RICARDO/ELOISE	12902 W GREENWAY RD	SHD-RL-5	SHD-RO
50121029D	RAMOS-OCHOA THELMA	12926 W TARA LN 3	SHD-RL-5	SHD-RO
50118212	RANDELS HIDDEN ACRES WEST PHX LLC	16765 N CUMBIE LN	SHD-RL-5	SHD-RO
50181091	RATCLIFF LELAND S	16502 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118091	REDWINE CAROLYN K	16451 N MARYLAND AV	SHD-RL-5	SHD-RO
50180017	REGALADO MIGUEL & TERESA	15602 N GREASEWOOD ST	SHD-CN	SHD-RO
50118458	REIGER MARIA	16266 N DESERT SAGE ST	SHD-RM	SHD-RO
50122043	RESENDES ADAN & LUCILLE M	15438 N FLETCHER ST	SHD-RL-5	SHD-RO
50121009D	RESENDES AGAPITO H & JULIANA C	15601 N DYSART RD	SHD-RL-5	SHD-RO
50121039C	RESENDES MARIA B	13042 W GREENWAY RD	SHD-RL-5	SHD-RO
50122080	RESENDES RAMON H & MARIA F	12727 W CARMEN DR	SHD-RL-5	SHD-RO
50122067	RESENDES RAMON H/MARIA F	15441 N FLETCHER ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50122044A	RESENDIZ OCTAVIO/HERNANDEZ NORMA L	12816 W GREENWAY RD	SHD-RL-5	SHD-RO
50119005	REYES ARNOLD R & LUCILLE	12919 W CENTRAL ST	SHD-RL-5	SHD-RO
50179046	REYES FAMILY TRUST	16002 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50179009	REYES MIGUEL A TR	15844 N VERDE ST	SHD-RL-5	SHD-RO
50181005T	REYES PAUL M/TOBER VERONICA	12536 W PARADISE LN	SHD-RL-5	SHD-RO
50120012	RICHARDSON HUGH/LISA	16027 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50120013	RICHARDSON HUGH/LISA	16033 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50118237	RICHARDSON ROSEMARY	16634 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50123068	RIDGWAY TRUST	15621 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50180020	RIDGWAY TRUST	15620 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50178028	RIOS ALBERTO	15826 N JERRY ST	SHD-RL-5	SHD-RO
50181034	RIOS ALBERTO	12547 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50123100A	RIOS ALBERTO/ZULIKEY	15405 N JERRY ST	SHD-RL-5	SHD-RO
50123105A	RIOS ALBERTO/ZULIKEY		SHD-RL-5	SHD-RO
50123105B	RIOS ALBERTO/ZULIKEY		SHD-RL-5	SHD-RO
50118192	RIOS EFRAIN/ CAMARILLO SANDRA IVETH CHAVEZ	12742 W YOUNG ST	SHD-RL-5	SHD-RO
50120031E	RIOS FRANK	12831 W PARDISE LN 100	SHD-RM	SHD-RO
50120022	RIOS FRANK M/LECTICA A	16020 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50118093	RIOS MARIA I	16501 N MARYLAND AV	SHD-RL-5	SHD-RO
50180035U	RIOS RALPH M	15432 N VERDE ST	SHD-RL-5	SHD-RO
50178064	RIOS RODRIGO/CATALINA	16002 N JERRY ST	SHD-RL-5	SHD-RO
50181042	RIOS SERGIO C/OLIVIA M	12518 W STATLER ST	SHD-RL-5	SHD-RO
50181083	RIOS SYLVIA/TOBER ELISA	16431 N WUSICH ST	SHD-RL-5	SHD-RO
50123113E	RIVAS DAVID/ANGEL TERESA C	15653 N JERRY ST	SHD-RL-5	SHD-RO
50123110M	RIVAS JUAN/MARIA		SHD-RL-5	SHD-RO
50179007	RIVAS MARIA GUADALUPE S/ FERNANDEZ PASQUEL	15839 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118220	RIVAS SANTOS	16465 N KINGS DR	SHD-RL-5	SHD-RO
50118296	ROBBINS LIVING TRUST	16441 N CUMBIE LN	SHD-RL-5	SHD-RO
50120034Q	ROBERTS LIVING TRUST	12718 W SANTA FE DR	SHD-RL-5	SHD-RO
50118239	ROBLES FELIX JR/GUADALUPE I	16662 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50122049C	ROCHA FRANCISCO B/MARIA ANTONIA	12835 W MARKET ST	SHD-RL-5	SHD-RO
50121077	RODRIGUEZ FELIX/BARBARA	13017 W SAHUARO LN	SHD-RL-5	SHD-RO
50121085	RODRIGUEZ FRANCISCO L & MARIA R	12952 W GREENWAY RD	SHD-RL-5	SHD-RO
50181033	RODRIGUEZ GABRIEL/YVETTE L	12543 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50120034P	RODRIGUEZ IRENE E	15832 N NASH ST	SHD-RL-5	SHD-RO
50121079	RODRIGUEZ IRMA R/ MARISOL	13029 W SAHUARO LN	SHD-RL-5	SHD-RO
50121036A	RODRIGUEZ JESUS	15427 N DYSART RD	SHD-RL-5	SHD-RO
50179025	RODRIGUEZ JUAN MANUEL	15844 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118075B	RODRIGUEZ LUIS O	16402 N NASH ST	SHD-RL-5	SHD-RO
50118075B	RODRIGUEZ LUIS O	16402 N NASH ST	SHD-RL-5	SHD-RO
50121068	RODRIGUEZ MARIA ELENA V	15434 N SUNNY LN	SHD-RL-5	SHD-RO
50123005	RODRIGUEZ RAFAEL	15427 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50123006	RODRIGUEZ RAFAEL	15433 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50120031G	RODRIGUEZ RAFAEL/RIOS JOE MARTIN	16037 N CHURCH ST	SHD-RL-5	SHD-RO
50123101F	RODRIGUEZ ROSALIO L/HURTADO ANABEL	12327 W GREENWAY RD	SHD-RL-5	SHD-RO
50181055	RODRIGUEZ JULIO C & MARY I	12601 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118068L	ROGERS DOUGLAS M & LINDA M	12823 W COTTONWOOD ST	SHD-RM	SHD-RO
50120018	ROJAS CARLOS/AMANDA	16044 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50118138	ROJO EDWARD JOSEPH	12844 W LUNDBERG ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50118140	ROJO LUCIANO F	12839 W LUNDBERG ST	SHD-RL-5	SHD-RO
50123080	ROLFE NICHOLAS/NICHOLE	15602 N FACTORY ST	SHD-CN	SHD-RO
50121042	ROMERO ALFONSO & SOCORRO	15418 N SUNNY LN	SHD-RL-5	SHD-RO
50123107D	ROMERO CARLOS	12315 W GREENWAY RD	SHD-RL-5	SHD-RO
50123107A	ROMERO GILBERT	12305 W GREENWAY RD	SHD-RL-5	SHD-RO
50118258	ROSALES JOHN F	16507 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50121037	ROSALES JOHN F	15421 N DYSART RD	SHD-RL-5	SHD-RO
50121038	ROSALES JOHN F	15415 N DYSART RD	SHD-RL-5	SHD-RO
50121005	ROSALES JOHN F & MARGARITA V	15620 N SUNNY LN	SHD-RL-5	SHD-RO
50178019	ROSALES JOHN F/MARGARITA V	15815 N FACTORY ST	SHD-RL-5	SHD-RO
50118164A	ROSALES MARY H	12903 W ELM ST	SHD-RL-5	SHD-RO
50118260	ROUTON BOBBIE J	16465 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50121010B	ROY STEVENS	13028 W SAHUARO LN	SHD-RL-5	SHD-RO
50118280	RUFFCORN CHRIS C/RUSSELL ROCHELLE N	16516 N NASH ST	SHD-RL-5	SHD-RO
50181045A	RUIZ AGUILAR OSCAR EDUARDO/ KRYSTAL THERESA	12556 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50178027	RUIZ MARIA C	15832 N JERRY ST	SHD-RL-5	SHD-RO
50179003	RUIZ OSCAR/KRYSTAL	15815 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50179037D	RUIZ OSCAR/KRYSTAL	12671 W PARADISE LN	SHD-RL-5	SHD-RO
50123079	RUIZ PATRICIA/JOSE C	15608 N FACTORY ST	SHD-RL-5	SHD-RO
50180005	RUIZ SALVADOR/CONSUELO	15426 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50120016	RUIZ-AGUILAR OSCAR E/RUIZ KRYSTAL T	16051 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50118167	RUSSELL DAVID W	12789 W ELM ST	SHD-RL-5	SHD-RO
50118288	SADAGHIANIAVAL FARIBORZ/ YAUGO BRENDA L	16555 N CUMBIE LN	SHD-RL-5	SHD-RO
50181070	SAGASTA PETE G/NANCY P	16601 N NASH ST	SHD-RL-5	SHD-RO
50181084	SALAS JAVIER GARCIA/DORA E	16471 N WUSICH ST	SHD-RL-5	SHD-RO
50181005K	SALAS JOSEFINA U	12546 W PARADISE LN	SHD-RL-5	SHD-RO
50121019	SALAS XAVIER & DORA	15602 N SUNNY LN	SHD-RL-5	SHD-RO
50123109E	SALAZAR ENRIQUE M	15601 N JERRY ST	SHD-CC	SHD-RO
50180036G	SALAZAR FLAVIO LUNA	15609 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50122049D	SALAZAR JOSE A/EVA F	15645 N MARKET ST	SHD-RL-5	SHD-RO
50118165	SALDIVAR MARCELINA	12903 W ELM ST	SHD-RL-5	SHD-RO
50118285	SAMARRIPAS SANTOS S/PATRICIA	16515 N CUMBIE LN	SHD-RL-5	SHD-RO
50181105D	SANCHEZ ALEJANDRO/OLIVARES MINERVA	12517 W STATLER ST	SHD-RL-5	SHD-RO
50118278	SANDOVAL EURIDICE CHAVEZ	16548 N NASH ST	SHD-RL-5	SHD-RO
50181012D	SANDOVAL LUDIVINA	12606 W STATLER ST	SHD-RL-5	SHD-RO
50120053	SANDOVAL PABLO CORRALES	16031 N SUNNY LN	SHD-RL-5	SHD-RO
50118455	SANTACRUZ LUCILA	16254 N DESERT SAGE ST	SHD-RM	SHD-RO
50118205	SANTIAGO LIBORIO/LAUTINA R	16651 N CUMBIE LN	SHD-RL-5	SHD-RO
50118149	SANTIAGO RAYMUNDO/MARGARITA	12838 W YOUNG ST	SHD-RL-5	SHD-RO
50121072	SANTOY ADAM	12939 W SAHUARO LN	SHD-RL-5	SHD-RO
50118203	SARMIENTO GUILLERMO BARROSO	12701 W YOUNG ST	SHD-RL-5	SHD-RO
50179070	SAVALA PLASIDO & VIOLETA	16045 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118250	SCHEIDER JOHN SCOTT/MYRTLE EVELYN	16633 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50123031	SCHEMBARI KENNETH II	15408 N JERRY ST	SHD-RL-5	SHD-RO
50118473	SCULL DONALD	16337 N DESERT SAGE ST	SHD-RM	SHD-RO
50123069	SECRETARY OF HOUSING AND URBAN DEVELOPMENT	15627 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50122068	SEDANO PEDRO/TERESA	15437 N FLETCHER ST	SHD-RL-5	SHD-RO
50122069	SEDANO PEDRO/TERESA	15433 N FLETCHER ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50122034B	SEDANO PEDRO/TERESA	15428 N FLETCHER ST	SHD-RL-5	SHD-RO
50181089	SEDONA ASSETS	16552 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50118244	SELENE FINANCE LP	16751 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50118085	SERVICE FIRST RESIDENTIAL RENTAL CORPORATION	16411 N MARYLAND AV	SHD-RL-5	SHD-RO
50118263	SERVICE FIRST RESIDENTIAL RENTAL CORPORATION	12706 W AMY DR	SHD-RH	SHD-RO
50118272	SERVICE FIRST RESIDENTIAL RENTAL CORPORATION	12717 W TASHA DR	SHD-RH	SHD-RO
50123094	SERVICE FIRST RESIDENTIAL RENTAL CORPORATION	15614 N JERRY ST	SHD-RL-5	SHD-RO
50123115	SERVICE FIRST RESIDENTIAL RENTAL CORPORATION	12342 W VESTA VIEW DR	SHD-RL-5	SHD-RO
50118068N	SHARMA SANJAY	12827 W COTTONWOOD ST	SHD-RM	SHD-RO
50122074	SHAWLER TRACI M	12710 W CARMEN DR	SHD-RL-5	SHD-RO
50118456	SHOWALTER DORA A	16274 N DESERT SAGE ST	SHD-RM	SHD-RO
50118481	SILVA LUCIA MARIA	16231 N DESERT SAGE ST	SHD-RM	SHD-RO
50123004	SILVA LUIS C/ADELA A	15421 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50123003A	SILVA LUIS C/ADELA A	15415 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118190	SIMMONS LARRY W/RETHA A	16672 N CUMBIE LN	SHD-RL-5	SHD-RO
50179033B	SIMMONS R/ASKEW L/ WAPPEL J/WINGATE N/ETAL	16007 N NASH ST	SHD-RL-5	SHD-RO
50179033C	SIMMONS SAMUEL P TR	16009 N NASH ST	SHD-RL-5	SHD-RO
50121013C	SIMMONS SAMUEL PASCAL		SHD-RL-5	SHD-RO
50121006A	SIVASUBRAMANIAM JEYARAJ		SHD-RL-5	SHD-RO
50121021A	SKAGGS BILLY JOE JR/JO ANN	13042 W TARA LN	SHD-RL-5	SHD-RO
50120028	SLOMBA ARKADIUSZ/ANNA	15838 N DESERT SAGE ST	SHD-CR	SHD-RO
50120029	SLOMBA ARKADIUSZ/ANNA	15832 N DESERT SAGE ST	SHD-CR	SHD-RO
50120030	SLOMBA ARKADIUSZ/ANNA	15826 N DESERT SAGE ST	SHD-CR	SHD-RO
50118249	SMITH ELDON J	16647 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50181057	SOBARZO CARMEN M TR/RAMON	12621 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50179020	SOLIS ALVINA/PASILLAS MARGARITA C	15821 N VERDE ST	SHD-RL-5	SHD-RO
50180035R	SOLIS ANASTACIO/MONICA	15444 N VERDE ST	SHD-RL-5	SHD-RO
50119010	SOLIS ANGEL Q/TERESA	12935 W CENTRAL ST	SHD-RL-5	SHD-RO
50118067B	SOLIS CONSEPCION/JERONIMO GOMEZ	16402 N MARYLAND AV	SHD-RL-5	SHD-RO
50180011	SOLIS CRUZ/ROSA M	15433 N VERDE ST	SHD-RL-5	SHD-RO
50122035A	SOLIS JOSE P/PETRITA	12827 W MARKET ST	SHD-RL-5	SHD-RO
50180047	SOLIS JUAN A/BEATRICE	15602 N VERDE ST	SHD-RL-5	SHD-RO
50123091	SOLIS ROSA/JUAN ANTONIO	15632 N JERRY ST	SHD-RL-5	SHD-RO
50119009	SOLIS TERESO	12933 W CENTRAL ST	SHD-RL-5	SHD-RO
50121028	SOLIS TERESO		SHD-RL-5	SHD-RO
50119003	SOLIZ ANGEL/TERESA	12907 W CENTRAL ST	SHD-RL-5	SHD-RO
50120037E	SOLORIO ANTONIO GARCIA/ NUNEZ MAGDALENA	12715 W PARADISE LN	SHD-RL-5	SHD-RO
50179037J	SOLORZANO JUANA	16045 N NASH ST	SHD-RL-5	SHD-RO
50118178	SOTELO ALEJANDRO DE LA CRUZ	12766 W LUNDBERG ST	SHD-RL-5	SHD-RO
50122046	SOTO EMMANUEL P	12851 W MARKET ST	SHD-RL-5	SHD-RO
50118224	SOTO JENARO O	16400 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50179050	SOTO MARCOS H SR	16021 N VERDE ST	SHD-RL-5	SHD-RO
50118286	SOTO-VERDUGO FRANCISCO/ LOPEZ-CARDENAS MARIA M	16535 N CUMBIE LN	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50118168	SPILLER MATTHEW	12777 W ELM ST	SHD-RL-5	SHD-RO
50121036B	STARDOM PORTFOLIO 1 LLC	15426 N CACTUS LN	SHD-RL-5	SHD-RO
50181015B	STEVENS ROJELIO	16233 N NASH ST	SHD-RL-5	SHD-RO
50122071	STEVENS ROJELIO/CARRILLO JACQUELINE L	12724 W CARMEN DR	SHD-RL-5	SHD-RO
50121010C	STEVENS ROY		SHD-RL-5	SHD-RO
50118166	STONE VERNON D/CAROL ANN	12801 W ELM ST	SHD-RL-5	SHD-RO
50179033F	SUAREZ GERMAN/GARITA IVANNIA GARITA		SHD-RL-5	SHD-RO
50118490	SURPRISE CITY OF	16255 N DESERT SAGE ST	SHD-RM	SHD-RO
50123105C	SURPRISE CITY OF	12388 W GREENWAY RD	SHD-RL-5	SHD-RO
50178066B	SURPRISE CITY OF	16001 N JERRY ST	SHD-RL-5	SHD-RO
50181107B	SURPRISE CITY OF		SHD-RL-5	SHD-RO
50120056	SURPRISE O LLC	16001 N SUNNY LN	SHD-RL-5	SHD-RO
50118113	SURPRISE TOWN OF		SHD-RL-5	SHD-RO
50118267	SURPRISE TOWN OF		SHD-RM	SHD-RO
50121039E	SURPRISE TOWN OF		SHD-RL-5	SHD-RO
50178067A	SURPRISE TOWN OF	15825 N JERRY ST	SHD-RL-5	SHD-RO
50181007B	SURPRISE TOWN OF		SHD-RL-5	SHD-RO
50118462	TAMBURICH ROSE M	16318 N DESERT SAGE ST	SHD-RM	SHD-RO
50118451	TAPIA ACUNA JAIRO F	16218 N DESERT SAGE ST	SHD-RM	SHD-RO
50180049	TEJADA BERTHA SALIZAR	15612 N VERDE ST	SHD-RL-5	SHD-RO
50180050	TEJADA BERTHA SALIZAR	15618 N VERDE ST	SHD-RL-5	SHD-RO
50122049B	TEJADA GONZALO FELIX ETAL	12841 W MARKET ST	SHD-RL-5	SHD-RO
50180009	TEJADA JAMES S/EVA NELL D	15445 N VERDE ST	SHD-RL-5	SHD-RO
50122048B	TEJADA LYDIA S		SHD-RL-5	SHD-RO
50123009	TERRONES FAMILY TRUST	15444 N FACTORY ST	SHD-RL-5	SHD-RO
50118083	TERRONES LUCY D TR	12750 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118037B	TERRONES LUCY D TR		SHD-RL-5	SHD-RO
50122070	THOMPSON DENNEST K/CAROLYN L	12730 W CARMEN DR	SHD-RL-5	SHD-RO
50181064	THOMPSON JAMES R & MABLE C	16431 N NASH ST	SHD-RL-5	SHD-RO
50118096	TNT PARTNERS LLC	16571 N MARYLAND AV	SHD-RL-5	SHD-RO
50118470	TOBAR LUIS A/BERNAL MERCEDES	16349 N DESERT SAGE ST	SHD-RM	SHD-RO
50181075	TOON JAMES F & LUPE E	16552 N WUSICH ST	SHD-RL-5	SHD-RO
50179024	TORRES ELIDIO Z	15845 N VERDE ST	SHD-RL-5	SHD-RO
50118479	TORRES JOSEFINA	16309 N DESERT SAGE ST	SHD-RM	SHD-RO
50180023	TORRES LUCILA GOMEZ/ MARTINEZ JUAN ADRIAN LARA	15638 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118464	TORRES RUTH PATRICIA	16326 N DESERT SAGE ST	SHD-RM	SHD-RO
50181067	TORRES SUSAN R	16531 N NASH ST	SHD-RL-5	SHD-RO
50121012D	TOULIATOS JEROME A/FERREIRA DANIELA	12997 W TARA LN	SHD-RL-5	SHD-RO
50178030	TOVAR ESBEYDI G CEDENO	15814 N JERRY ST	SHD-RL-5	SHD-RO
50178014A	TREJO RUBEN ROSAS/ ROSAS RODRIGO DE JESUS	15814 N FACTORY ST	SHD-RL-5	SHD-RO
50118074	TREVINO JUAN N & REBECA	16471 N DESERT SAGE DR	SHD-RL-5	SHD-RO
50121012C	TRUJILLO ALFONSO M/ALMA E	13003 W TARA LN	SHD-RL-5	SHD-RO
50118222	TRUJILLO GULMARO M/LUZ D TR	16421 N KINGS DR	SHD-RL-5	SHD-RO
50121011	TRUJILLO GULMARO M/LUZ D TR	13015 W TARA LN	SHD-RL-5	SHD-RO
50179051	TRUJILLO GULMARO M/LUZ D TR	16027 N VERDE ST	SHD-RL-5	SHD-RO
50181213	TRUJILLO GULMARO M/LUZ D TR	12541 W STATLER ST	SHD-RL-5	SHD-RO
50118002B	UNIVERSITY BUILDING LLC	12838 W COTTONWOOD LN	SHD-CC	SHD-RO
50118050A	UNIVERSITY BUILDING LLC		SHD-CC	SHD-RO
50121014B	URENA MONICA	12936 W SAHUARO LN	SHD-RL-5	SHD-RO

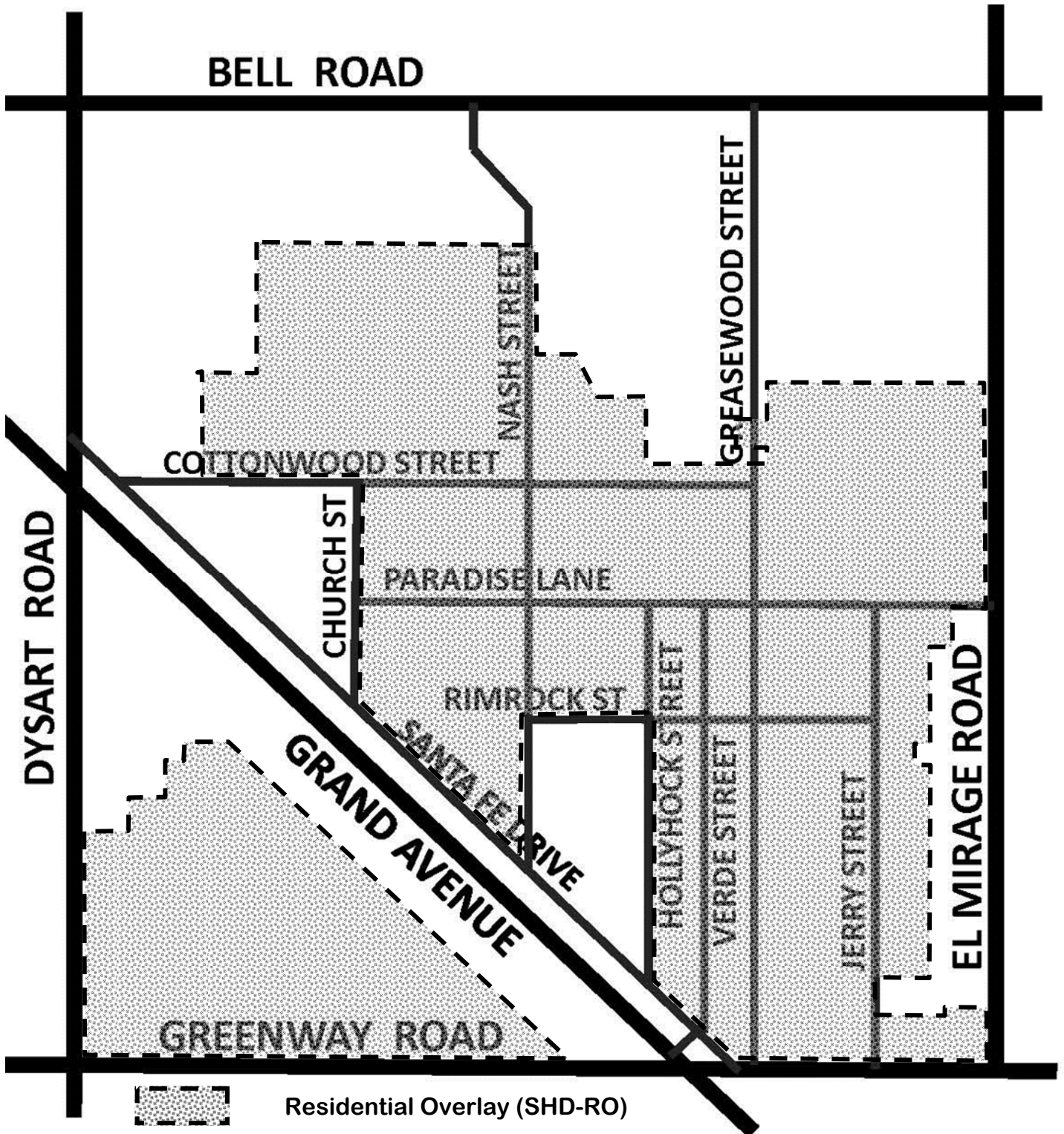
SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50179036D	URSACHE VASILE	16044 N HOLLYHOCK ST	SHD-RL-5	SHD-RO
50181077	VALADEZ ADRIAN E/VALDEZ MARIA G	16502 N WUSICH ST	SHD-RL-5	SHD-RO
50118183	VALDEZ ANTONIO M/TERESA V	12789 W LUNDBERG ST	SHD-RL-5	SHD-RO
50121045	VALDEZ JESUS A & GUADALUPE T	12927 W DESERT LN	SHD-RL-5	SHD-RO
50181012G	VALDEZ RICHARD E	12604 W STATLER ST	SHD-RL-5	SHD-RO
50118225	VALDEZ ROSARIO	16422 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50181028	VALENCIA ELISA	12523 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118076A	VALENCIA GILBERT M & DORA ANNA	16570 N CUMBIE LN	SHD-RL-5	SHD-RO
50118071A	VALENCIA GILBERT M/DORA A	12742 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50120005	VALENCIA GILBERT/DORA A	15839 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50118115	VALENCIA HERNANDO	16432 N MARYLAND AV	SHD-RL-5	SHD-RO
50118084	VALENTINE S TERRONES TRUST	12754 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118143	VARGAS ERNEST G & KATHERINE	12821 W LUNDBERG ST	SHD-RL-5	SHD-RO
50118482	VASQUEZ MARTHA	16227 N DESERT SAGE ST	SHD-RM	SHD-RO
50118087	VASQUEZ RUDY G	12747 W POST DR	SHD-RL-5	SHD-RO
50118215	VAZQUEZ MELODY	16553 N KINGS DR	SHD-RL-5	SHD-RO
50123087	VEGA ISMEAL R & MARIE H	15639 N FACTORY ST	SHD-RL-5	SHD-RO
50118484	VEGA RAMON PUGA/ PUGA MARIA E PAREDES DE	16219 N DESERT SAGE ST	SHD-RM	SHD-RO
50118089	VEGA-PULIDO JUAN MANUEL	12809 W POST DR	SHD-RL-5	SHD-RO
50118101	VEJAR ARMANDO/MENDOZA-VEJAR ELSA	16530 N DESERT SAGE DR	SHD-RL-5	SHD-RO
50118071B	VELAZQUEZ CRUZ/ SALDANA JUANA ANABEL LUNA	12738 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50122042	VERA ROGACIANO/MARIA S	15444 N FLETCHER ST	SHD-RL-5	SHD-RO
50119012	VERDIN ADRIANA	13005 W CENTRAL ST	SHD-RL-5	SHD-RO
50120026	VILLANUEVA KIDS TRUST	15850 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50122031C	VILLANUEVA ROY F & RACHEL G	12692 W GREENWAY RD	SHD-RL-5	SHD-RO
50122076	VILLAREAL JOHN/CONNIE	12717 N MARKET ST	SHD-RL-5	SHD-RO
50118111	VILLARREAL EUFEMIA	16530 N CUMBIE LN	SHD-RL-5	SHD-RO
50181048	VILLARREAL JOSE V & YOLANDA C	12538 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50123024	VILLARREAL NICOLAS H SR/ADELAIDA V TR	15445 N FACTORY ST	SHD-RL-5	SHD-RO
50123017	VILLARREAL NICOLAS H/ADELAIDA V MTR	15401 N FACTORY ST	SHD-RL-5	SHD-RO
50123020	VILLARREAL NICOLAS H/ADELAIDA V TR	15421 N FACTORY ST	SHD-RL-5	SHD-RO
50123021	VILLARREAL NICOLAS H/ADELAIDA V TR	15427 N FACTORY ST	SHD-RL-5	SHD-RO
50123029	VILLARREAL NICOLAS H/ADELAIDA V TR	15420 N JERRY ST	SHD-RL-5	SHD-RO
50181047	VILLARREAL NICOLAS H/ADELAIDA V TR	12544 W COTTONWOOD ST	SHD-RL-5	SHD-RO
50118095	VILLARREAL RAUL & MARIA C	16551 N MARYLAND AV	SHD-RL-5	SHD-RO
50122075	VORIS KYLE	12725 W MARKET ST	SHD-RL-5	SHD-RO
50118488	WANDS MARK L	16199 N DESERT SAGE ST	SHD-RM	SHD-RO
50181074	WEEKLEY ROBERT JR & DONNA I	16602 N WUSICH ST	SHD-RL-5	SHD-RO
50181087	WHITSITT ROBERT L & BARBARA S	16531 N WUSICH ST	SHD-RL-5	SHD-RO
50123108B	WILLIAMS ESTELLENE	15647 N JERRY ST	SHD-RL-5	SHD-RO
50123090	WILLIAMS MINNIE LEE	15638 N JERRY ST	SHD-RL-5	SHD-RO
50178077A	WILLIAMS PAMELA	15801 N JERRY ST	SHD-RL-5	SHD-RO
50178033	WILSON GORDON R/BESSIE I	16001 N GREASEWOOD ST	SHD-RL-5	SHD-RO
50118444	WILSON LAURA ANN	16202 N DESERT SAGE ST	SHD-RM	SHD-RO
50118198	WILSON WALTER L JR	12795 W YOUNG ST	SHD-RL-5	SHD-RO
50118217	WOOD GARY W/TARPLEY BERTHA M	16523 N KINGS DR	SHD-RL-5	SHD-RO
50123089	WRIGHT ANDRANETTE	15644 N JERRY ST	SHD-RL-5	SHD-RO
50118256	WU YEE CHANG	16523 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50118082	YANES ANGELINA G	12746 W COTTONWOOD ST	SHD-RL-5	SHD-RO

SHD-RO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50121060	YINGLING LOUIS/MYRTLE	12952 W DESERT LN	SHD-RL-5	SHD-RO
50120025	YOERNS DANIEL/ROSEMARY	16002 N DESERT SAGE ST	SHD-RL-5	SHD-RO
50121071	YOUKHANNA BASIL	15440 N BLOSSOM LN	SHD-RL-5	SHD-RO
50118241A	YOUNT JOANNA	16716 N QUEEN ESTHER DR	SHD-RL-5	SHD-RO
50179018	ZAVALA PLASIDO	15807 N VERDE ST	SHD-RL-5	SHD-RO

Surprise Heritage District Boundary Map



PUBLIC ENGAGEMENT FORM

PROJECT TITLE: FS16-149 Surprise Heritage District

OVERALL PUBLIC INVOLVEMENT LEVEL:

This project began with interactive visioning sessions and surveys. Feedback was received from residents of the OTS. Staff made regular presentations at the monthly District 4 meetings with Councilwoman Villanueva.

IDENTIFY STAKEHOLDERS:

The Surprise Heritage Districts incorporates all properties within the Original Townsite. This includes residential, commercial, and municipal properties.

OBJECTIVES:

The purpose of this district is to enhance and protect the historic character of the residential core while providing infill opportunities and encouraging redevelopment for both residential and commercial areas that further reflect the historic character of the area.

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when) January 2015 - June 2016

Future Council Work Session/Meetings target dates June 21, 2016

Election dates (if applicable)

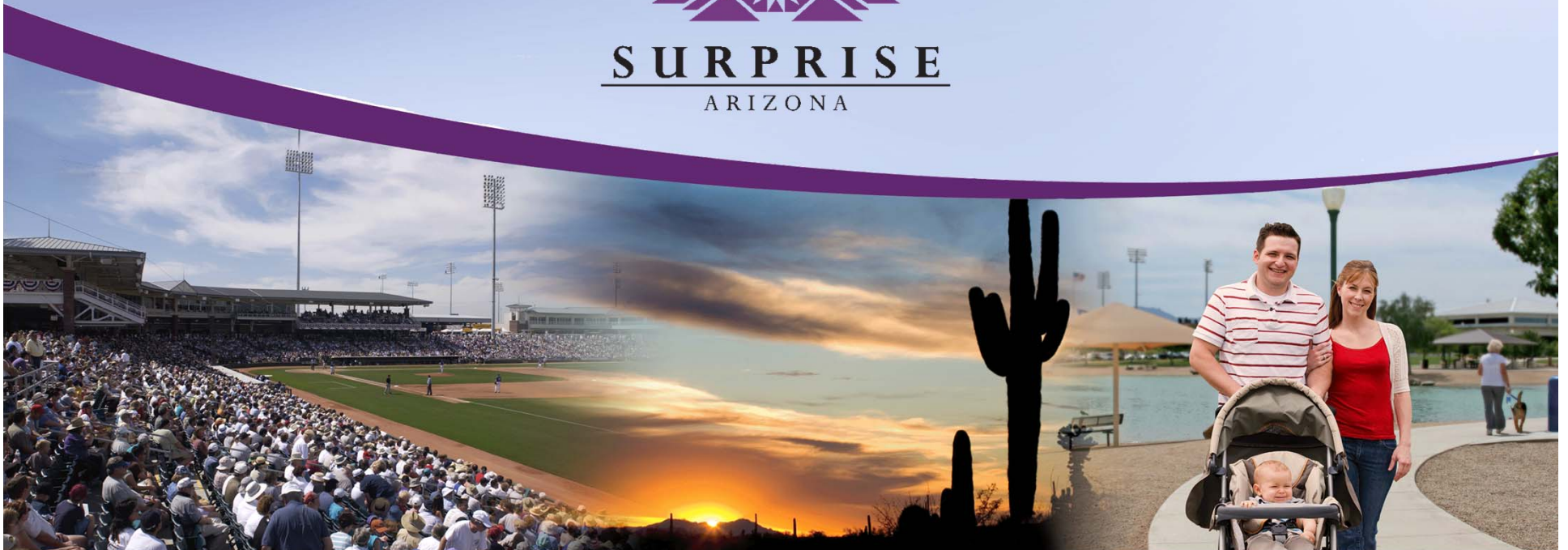
Project start/completion dates

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

City Council Public Hearing Surprise Heritage District

June 21, 2016



Today's Agenda



I. Zoning Text Amendment

- Create Surprise Heritage District (SHD)
- Create Residential Overlay (RO) and Commercial Overlay (CO)

II. Rezoning Action

- Apply SHD zoning to all properties within the OTS
- Apply RO zone to the residential areas
- Apply CO zone to the commercial areas

III. "Infill Incentive District"

- Discuss text amendment

IV. Project Summary

V. Questions & Comments

I. ZONING TEXT AMDENMENT



Creating the Surprise Heritage District



City of Surprise

Specific Plan for the
Revitalization of the
Original Townsite

Prepared for the City by:
Community Sciences Corporation
3900 East Camelback Road, Suite 611
Phoenix, AZ 85018



Municipal Code of Ordinances
Part II – Land Development Ordinances
Chapter 122 – Surprise Unified Dev. Code
Article 6 – Zoning Districts
Division 9 Flexible Zoning

Section 122-69.1- Surprise Heritage District (SHD)

Revitalization Plan for the OTS

- Adopted in 2002
- Preferred Land Uses
- Design Standards
- Doesn't allow new C-3 or Industrial Zoning
- 1 of 3 documents used to review projects within the OTS



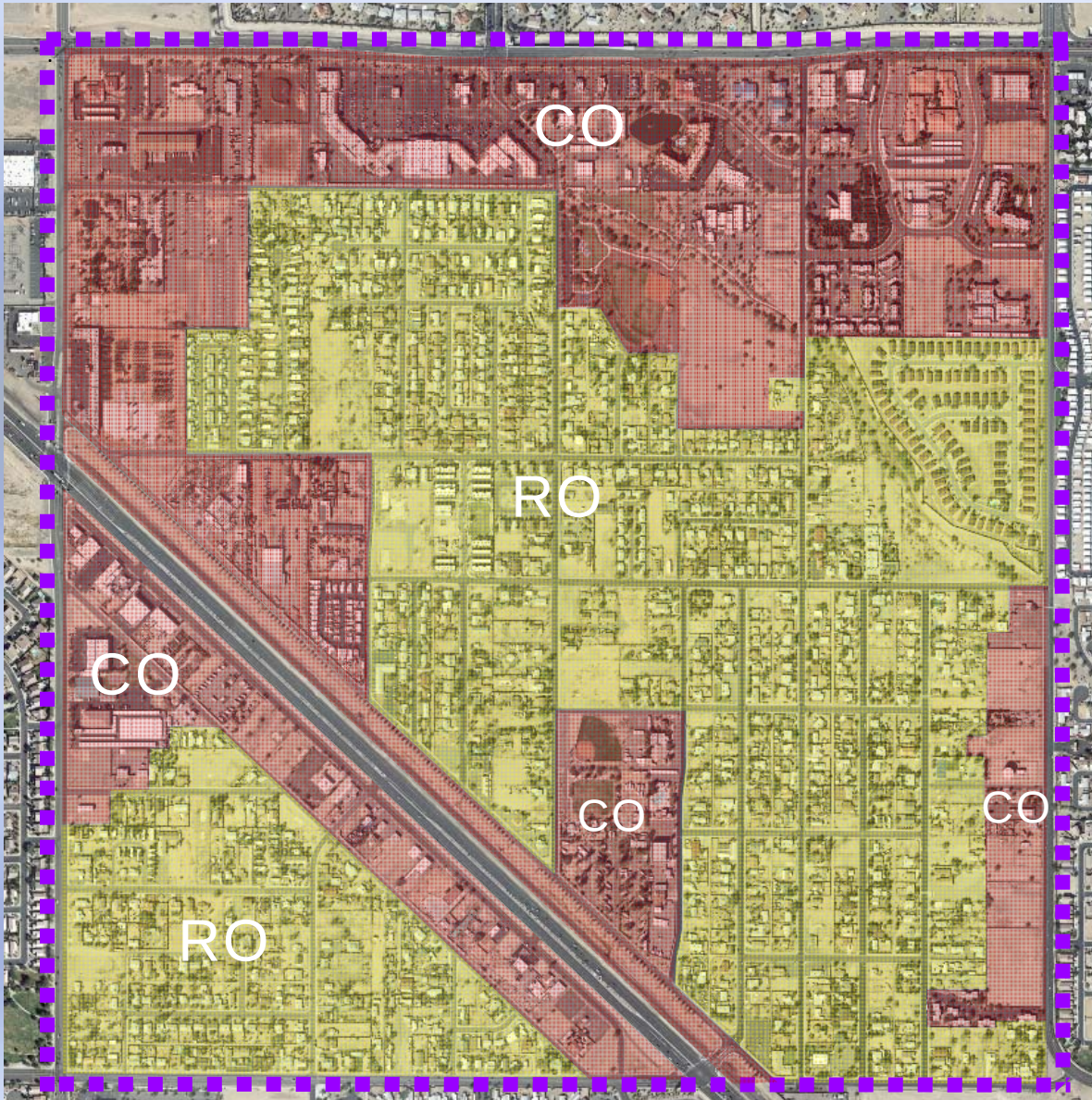
Surprise Heritage District (SHD)

- Proposed text amendment to zoning ordinance
- Consolidates documents into 1 section to review projects in the OTS
- Increases protection for neighborhoods and creates more development incentives

Residential Overlay (RO) and Commercial Overlay (CO)

- New Land Use Matrix, enforceable through code
- Introduction of new "Land Use" terms
- Doesn't allow new C-3 or Industrial Zoning

I. ZONING TEXT AMENDMENT



Creating the Surprise Heritage District

■ ■ ■ SURPRISE HERITAGE DISTRICT (SHD)

- SHD is the hard zoning of the geographic boundary for the Original Townsite (OTS)
- SHD will consolidate existing design expectations and requires changes to the current development incentives
- Ensures that the desired character and architecture is implemented throughout the entire OTS
- SHD hard zoning district will not add new land use regulation within the OTS

Proposed Overlays

- City initiated rezoning request
- Not required for all properties, preferred
- Goal to have all properties associated with one of the overlay zones
- New Land Use Matrix created from the OTS Revitalization Plan and public input

I. ZONING TEXT AMENDMENT



Design Requirements for ALL Properties

- Only applies to new construction or a major renovation
 - Doesn't require existing buildings or homes to change, unless owners want to make a change
- Promotes desired pedestrian scale by **requiring front porches** on new homes or major renovations
- Architectural features of all buildings and structures shall reflect the historical character of Phoenix-valley architecture from the 1880's to the 1950's
- Examples shown below are residential but similar construction can be used for commercial buildings
- Still allows for walls in the back yard and short view fences in the front

***Sample image from proposed text amendment**

Architectural Styles that Reflect the History of the Southwest



California Bungalow



Craftsman Bungalow



Spanish Colonial Revival



Classical Bungalow



Southwest Style



Pueblo Revival

I. ZONING TEXT AMENDMENT



Different From Traditional Single-family Residential Neighborhoods

The **Residential Overlay (RO)** allows for a variety of residential land uses

- single-family, possible for more than 1/property
- duplex, or architecturally integrated apartments
- live/work units
- Consolidates a Variety of residential zoning
 - RL-5 and RM-6 become SHD-RO

New Development standards may help bring current “legal, non-conforming” properties into conformance

- Smaller setbacks
- Increased maximum Lot Coverage
- Allow more than 1 accessory structure
- Obtain financing from lenders

The RO promotes desired pedestrian scale with flexible front yard setbacks.

Introduces “cottage industry” into the OTS

- Help economic base between home based businesses and conventional businesses

Allows Manufactured Homes

- Must meet specific use standards and SHD design standards

Different From Traditional Commercial Development

The **Commercial Overlay (CO)** consolidates commercial land uses into one zoning overlay

- Merge commercial/industrial zoning districts
- CN, CC, CR, IL districts will become SHD-CO
- Promote the local arts and businesses that are compatible and support the residential neighborhood

New Land Use Matrix is easy to read

- Includes all desired existing land uses
- Excludes intense commercial/industrial uses
- Adds new land uses to attract new businesses

Allows Variety of Development Projects

- Mix of neighborhood-scale commercial, retail, entertainment and mixed-use development
- Promotes integrated-use development projects
- Allows multi-family and true mixed-use buildings

Prohibits new CR and IL land use after rezoned

- This will not take away existing land use right
- Properties may opt-out of the City rezoning application to retain existing zoning

The CO promotes pedestrian activity

- Requiring pedestrian connections or trails to adjacent properties and neighborhoods

I. ZONING TEXT AMDENMENT



Home Occupation VS. Cottage Industry

- A small business conducted as an accessory to the residence
- Both protect against adverse effects of activities associated businesses in residential areas
- Hours of operation are defined as 8am-8pm

Home Occupation

- No outside employees
- Must use less than 25% of home
- Can't be done outside the home nor in shed/work shed
- No advertising allowed
- General list of allowed businesses (not exclusive)
- Some businesses are specifically prohibited

Cottage Industry

- Allow a small number of employees
- May use up to 50% of the home
- Activities are allowed outside the house (must be screened)
- Small signage is allowed to **identify** a business in the home
- Wider range of business types can be a "Cottage Industry"

Type of Business	Home Occupation	Cottage Industry
Beauty shops and Barber shops	Prohibited	Allowed
Photo Studio	Prohibited	Allowed
Pottery and Art Studio	Only allowed in home	Allowed in Shed/Garage
Restaurants	Prohibited	Allowed
Small Appliance Repair	Prohibited	Allowed

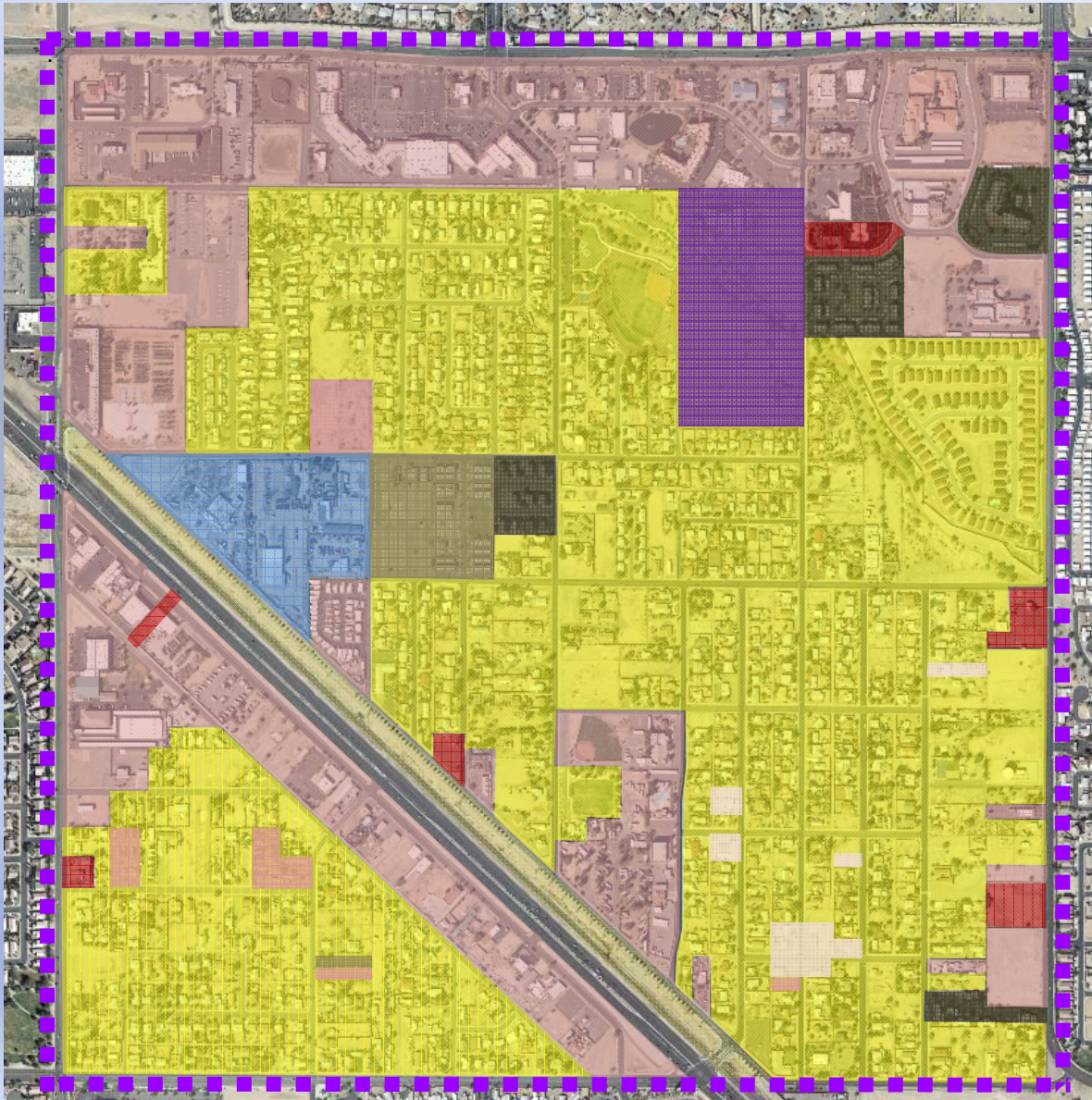
I. ZONING TEXT AMDENMENT



Cottage Industry



II. REZONING ACTION – SHD



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH

Apply SHD Zoning

SURPRISE HERITAGE DISTRICT (SHD)

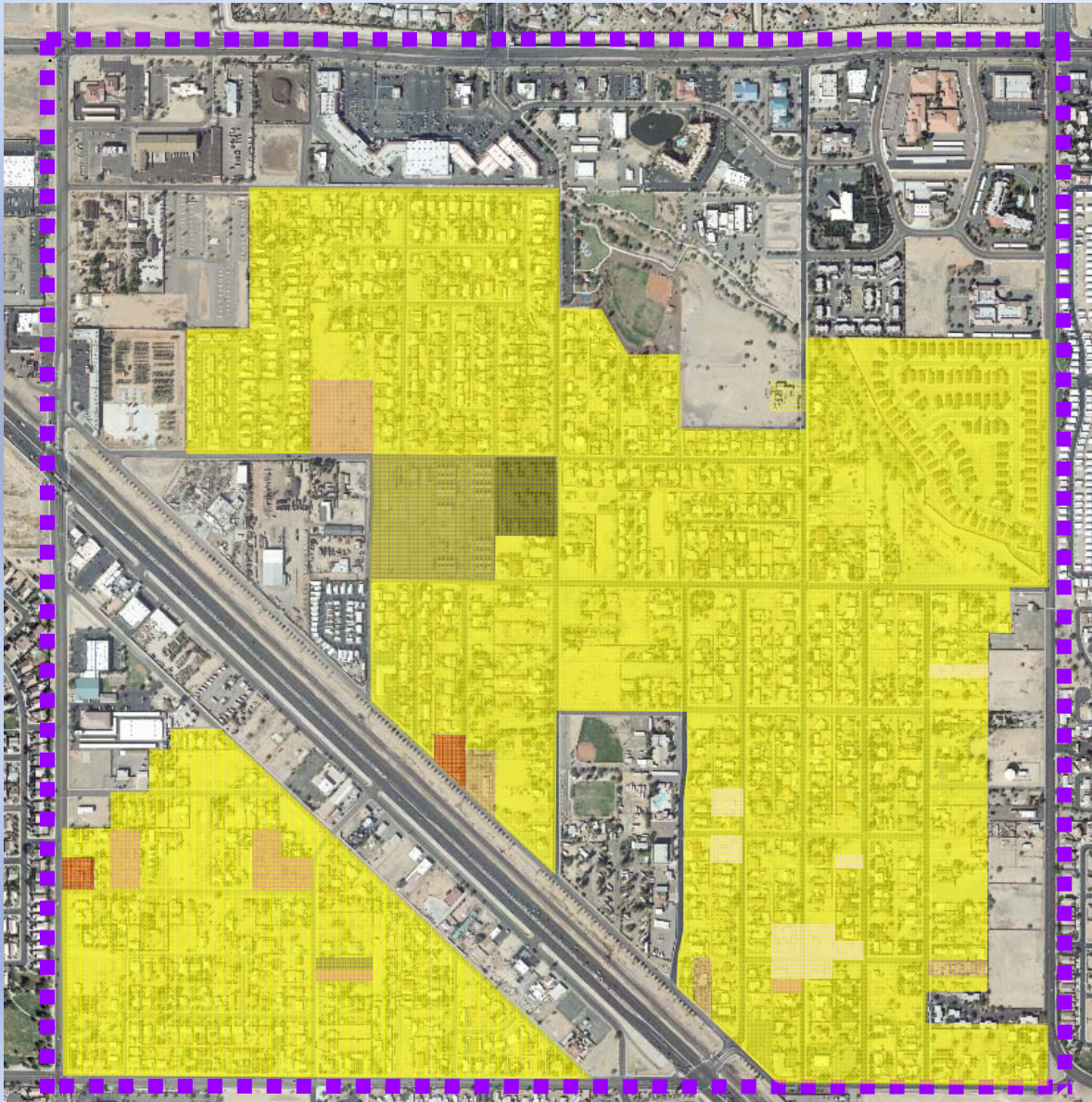
Comprehensive design standards

- Ensures that the desired character and architecture is implemented throughout the entire OTS

Works in union other zoning regulations

- Does not change allowed land use regulations
- Does not change development standards

II. REZONING ACTION – SHD-RO



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH
SHD		

Apply SHD-RO Zoning

Current Zoning:

- RL-5, RM, RH, PAD, CN, CC, CR

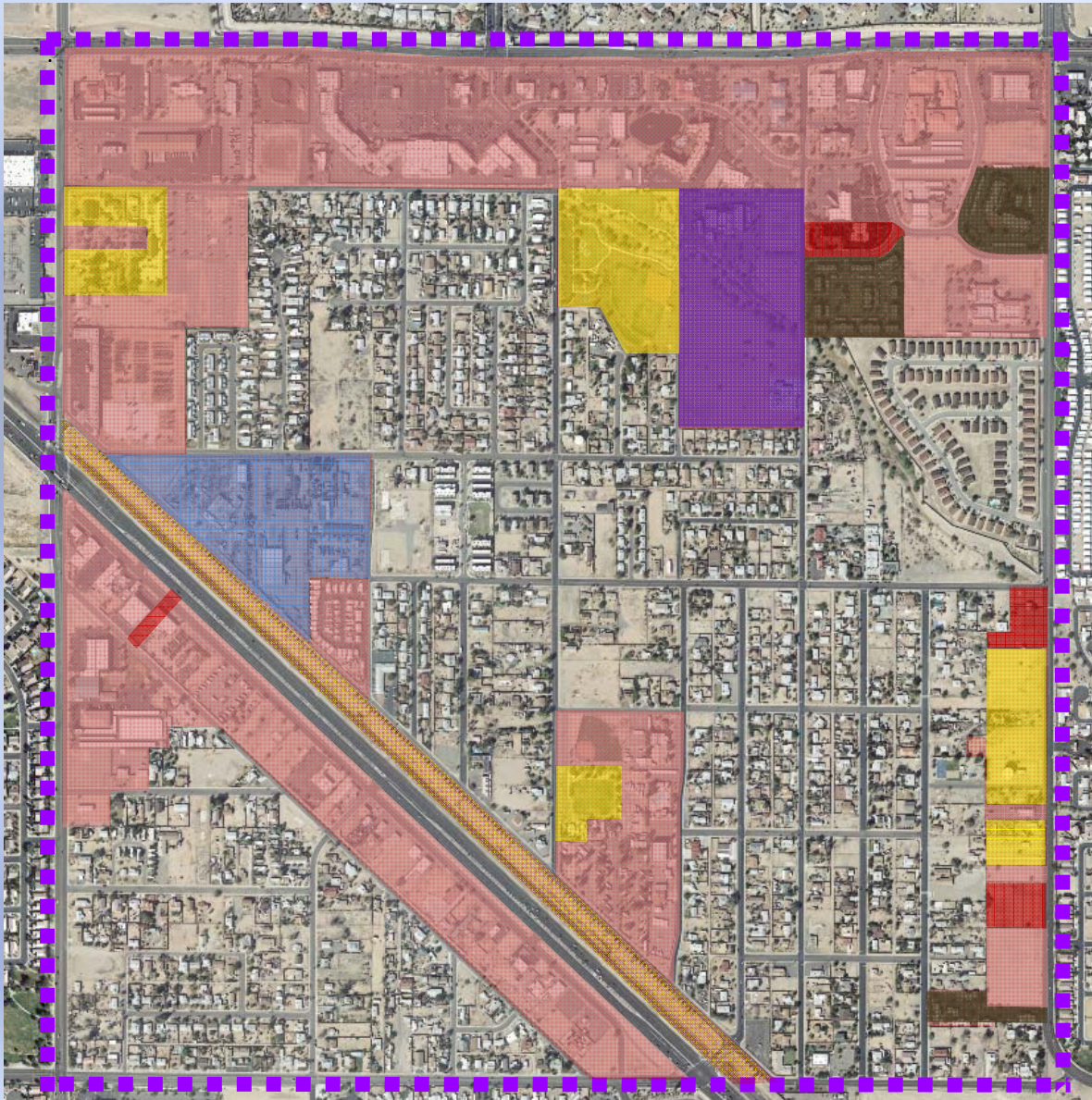
Proposed Zoning:

- SHD-RO

Area: ???

Quantity: 1,135 parcels

II. REZONING ACTION – SHD-CO



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH
SHD		

Apply SHD-CO Zoning

Current Zoning:

- RL-5, RH, PAD, CC, CR, IP

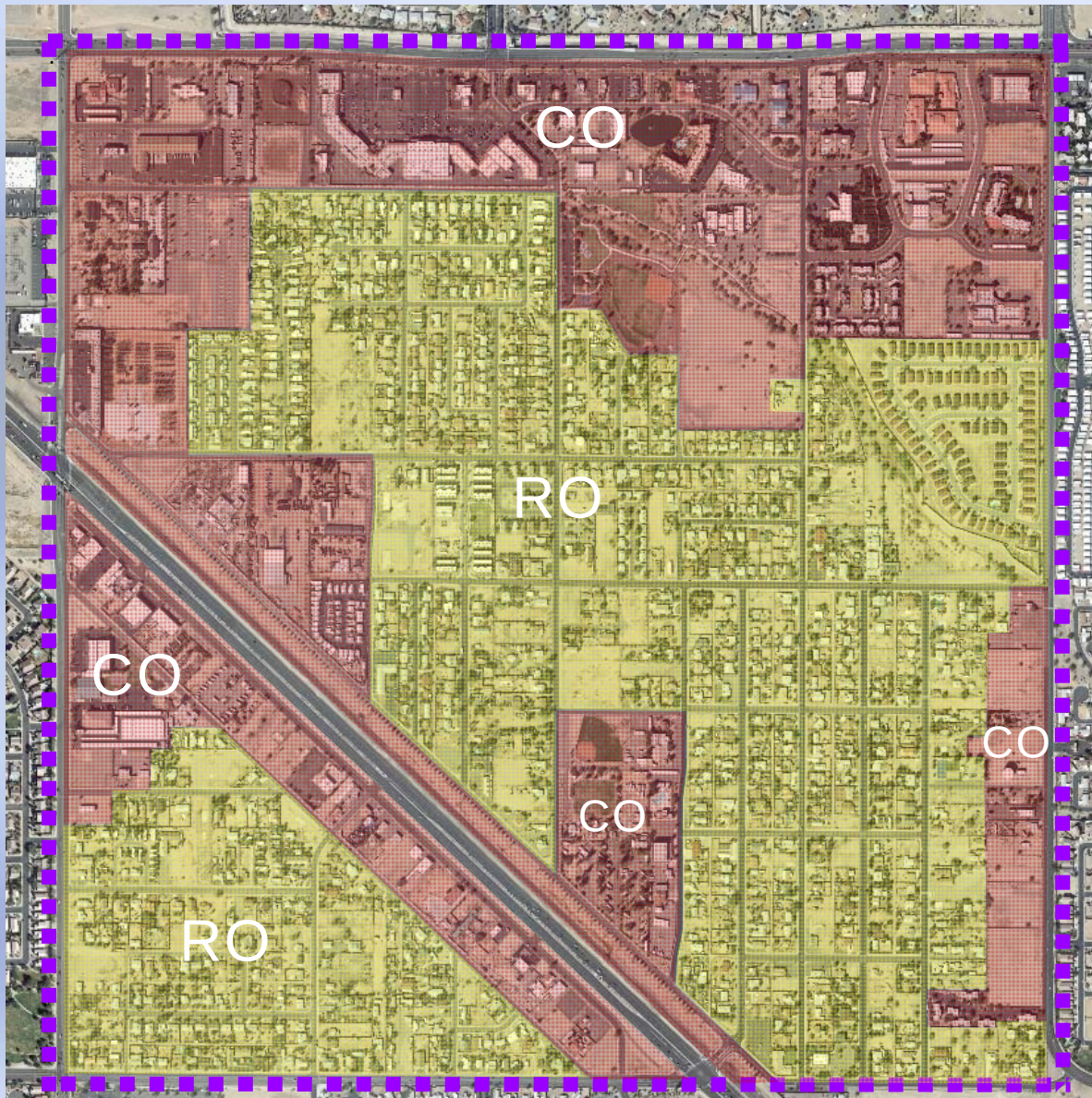
Proposed Zoning:

- SHD-CO

Area: ???

Quantity: 224 parcels

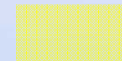
II. REZONING ACTION



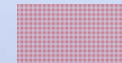
Heritage District Zoning



SHD



SHD-RO



SHD-CO

III. INFILL INCENTIVE DISTRICT



Development Incentives Comparison Table

Development Incentive	Removed/ Retained/Added	Analysis
Residential Development – 100% Waiver of Surprise Development Impact Fees	Retained	Beneficial to residents
NEW OR EXPANDING Commercial Development – 100% waiver of building permit and plan review fees	Retained	Beneficial to residents
NEW OR EXPANDING Commercial Development – <u>100% Waiver of Surprise Development Impact Fees</u>	ADDED	Provides addition financial incentives to attract business into the OTS
Expedited plan review services	Removed	Timelines identified within this section reflect a similar review time that is established within the Community Development Department.
Administrative rezoning	Removed	This section is only eligible for property with the SHD-CO and SHD-RO zones.
Cottage Industry businesses affiliated with a local-oriented small business promotion organization (such as “Local First Arizona”) shall be <u>exempt from paying the annual City of Surprise Business License fee.</u> Proof of such affiliation must be presented annually to the City.	ADDED	Provides additional financial incentives for residents that hope to provide bring business into the OTS

IV. Project Summary



Zoning Text Amendment Surprise Heritage District (SHD)

- A. Zoning Text Amendment
 - 1. Consolidate existing regulations into a single document
 - 2. Create Surprise Heritage District
 - 3. Create two new overlay zones
 - a. Residential Overlay
 - b. Commercial Overlay
- B. Apply existing design standards universally throughout the whole OTS

City Initiated Rezoning Application Residential Overlay (RO) Commercial Overlay (CO)

- A. Rezone Properties within the OTS
 - 1. Residential Properties will become SHD-RO
 - 2. Commercial Properties will become SHD-CO
- B. Apply development standards and land uses based on overlay zone
- C. Property owners will have the right to opt-out of the overlay and retain exiting zoning, associated regulations.
 - 1. For example, a 'CN' commercial property will be SHD-CN
 - 2. For example, a 'RL-5' residential property will be SHD-RL-5

Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Joshua Mike - Community Development
Submitting Department:		District:	4
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a rezoning action to apply the Commercial Overlay (SHD-CO) zone to 224 parcels within the Original Townsite; Ordinance # 2016-18.

Motion:

I move to approve the Ordinance # 2016-18.

Background:

This rezoning action applies to each commercial parcel within the Original Townsite the allowed land uses, development standards, and development incentives that are identified within the Commercial Overlay (SHD-CO) zone of the Surprise Heritage District.

Objective Analysis:

This rezoning action will consolidate the variety of commercial and industrial zoning districts within the Original Townsite into one easy to read and administer commercial district and overlay zone and will apply new land use regulations and development standards to each specified parcel.

Policy Compliant:

The Surprise Heritage District-Commercial Overlay is consistent with City and Council Policy.

Financial Impact:

Generally, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region. In an effort to revitalize the OTS, there is a potential for increased incentive applications in which the city would be responsible for paying development impact fees and permit fees from the General Fund. There could also be a drop in business license revenue related to any current businesses that may qualify for a fee exemption as a Cottage Industry business. Any new qualifying businesses would receive the business license fee exemption as well.

Budget Impact:

Funding for these types of incentives are not typically included in the annual adopted budget and would likely require a budget amendment from economic development contingency within the General Fund on an as needed basis.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS16-149 - SHD CO Rezone - Staff Report](#)
 - ☐ [01 - Ordinance 2016-18 SHD-CO Rezone](#)
 - ☐ [03 - FS16-149 - SHD CO Rezone - Public Engagement Form](#)
 - ☐ [04 - FS16-149 - SHD CO Rezone - Presentation](#)
-

ZONING TEXT CHANGE

REPORT TO THE CITY COUNCIL

Case: FS16-149

Project Name: Rezoning Surprise Heritage District – Commercial Overlay

Council District: District 4 – Mulberry

Meeting Date: June 21, 2016

Planner: Joshua Mike, 623.222.3134, joshua.mike@surpriseaz.gov

Owner: City of Surprise

Applicant: City Initiated

Request: Apply the Commercial Overlay (CO) zone to specific properties within the Original Townsite, effectively being rezoned to SHD-CO

Site Location: The Original Townsite; specifically the area bounded by Bell Road on the north, Greenway Road on the south, El Mirage on the east and Dysart Road on the west.

General Plan 2035: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: General feedback has been supportive.

Staff Analysis: Should the Planning and Zoning Commission recommend approval of the zoning text amendment to adopt the Surprise Heritage District in the Surprise Unified Development Code, then Staff recommends the approval of rezoning the identified properties to SHD-CO within the Original Townsite.

Project Background:

The “Specific Plan for the Revitalization of the Original Townsite” (adopted under Resolution No 02-104 on May 23, 2002) is currently the central document for review and analysis of any development application or building permit within the OTS. The design guidelines and desired uses within these documents are the guiding factors for the use of developers, property owners, staff, the Planning and Zoning Commission, and City Council when considering projects.

The proposed Surprise Heritage District (SHD) rezone is the next step identified in order to further the efforts and objectives of this planning document. The key elements that make up this zoning district are founded in the OTS revitalization plan as well as public outreach with residents. It will be the new measures used in protecting the residential community and historical character of the neighborhood.

Two optional overlay zones are the components within the SHD used to regulate allowed land uses and developments standards such as setbacks, density, and buildings heights. The Residential Overlay (SHD-RO) that will focus on residential areas within the SHD to reinforce the desired standards and uses allowed within the neighborhood. The Commercial Overlay (SHD-CO) will be used to facilitate shopping for residents and visitors with appropriate consumer-oriented retail and service functions.

Project Description:

Overview

This rezoning action will apply the SHD-CO zone to specific properties within the SHD. The overall boundary for this includes the existing commercial properties that currently exist. The parameters of the SHD-CO will replace the previous zoning districts and regulations.

Inside the Surprise Unified Development Code

The proposed Commercial Overlay is an overlay zone under the proposed Surprise Heritage District and this action will apply the regulations to the commercial properties in the OTS.

Location with Surprise

The general boundary for the SHD-CO will be consistent with the existing commercial areas within the OTS. There are portions of the SHD-CO along the arterial roads that border the OTS as well as along Grand Ave. There are currently 224 parcels that make up SHD-CO rezoning action; land that is privately and publicly owned.

Development Incentives

As part of the overall project to adopt and apply the regulations of the SHD and overlay zones, the current financial incentives that are available have some proposed changes. In order to be eligible, properties within the OTS will now be required to have one of the

optional overlay zones, either SHD-RO or SHD-CO. If the property qualifies, the available incentive and procedure to obtain it will be determined by the type of project: residential or commercial.

The financial incentives may include waiving the fees associated with Surprise development impact fees, plan review and building permits, or business licenses.

Reviewing Agencies:

In addition to the standard internal city reviewing divisions, EPCOR Water, the Arizona Department of Transportation, Maricopa Water District, Luke AFB, USPS, the City of El Mirage, and the Maricopa Association of Governments were included in the routing of this request. Luke AFB is the only agency to provide a review of this project.

Luke AFB

Overall support was received from Luke AFB. Concern was expressed towards the allowed density up to 8 dwelling units/acre in the proposed SHD-RO text. According to the general policy in the graduated density concept, the maximum density to gain full support from Luke AFB for this area is 6 dwelling units/acre. This policy is directed towards any one property being too dense under the extended flight patterns.

As an area focusing on redevelopment and infill projects, there are no large properties that will conflict with the flight patterns around Luke AFB. Surprise will still achieve an overall density of less than 6 dwelling units/acre across the OTS will ensure that the area meets this policy.

Citizen Review:

Over the course of the past year, Community Development has been a guest and presenter at the monthly District 4 meetings hosted by Councilwoman Villanueva. Collaborative efforts with the residents have included presentations, an interactive workshop, visual surveys, and numerous discussions. This process has led to the proposed text for the Surprise Heritage District zoning district and two (2) accompanying zoning overlays.

Formal Citizen Review meetings were held on April 27 and May 11, 2016. These meetings resulted in 13 attendees. Concern was expressed over existing uses being forced to stop as a result of this project. Staff explained that any legal use may be continue but may result in the property being evaluated as legal non-conforming after being rezoned. Staff also described the right of each property owner to opt-out, if they feel it is necessary to retain the previous zoning regulations. The group offered general support of this project.

Findings:

- The proposed zoning text amendment is consistent with the Surprise General Plan 2035
 - o Land Use Element – Goal 1: Policy 2. The City shall coordinate with established neighborhoods to continue to foster stable households, while new development will provide options for future residents.
 - o Land Use Element – Goal 1: Policy 5. The city shall proceed with the preparation of individual specific area plans for the identified sub areas and/or Commerce and Office character areas presented in the General Plan.
 - o Land Use Element – Goal 7: Public Outreach. Promote public participation in the City’s planning processes.
 - o Conservation, Rehabilitation, & Redevelopment Element – Goal 2: Existing Dwellings. Preserve the quality of existing dwellings and neighborhoods so that people will find our community a healthy, safe, and attractive place to live.
- The proposed zoning text amendment will advance the goals of the City Council.

Next Steps:

Recommending approval of this request will:

1. apply the Commercial Overlay (SHD-CO) to specific properties within the Original Townsite (OTS)

June 21, 2016: City Council Public Hearing - consideration and action

1. Zoning Text Amendment to create the Surprise Heritage District
2. Rezoning action to apply the Surprise Heritage District (SHD)
3. Rezoning action to apply the Residential Overlay (SHD-RO) or Commercial Overlay (SHD-CO) to specific properties within the Original Townsite (OTS)
4. City Code Text Amendment to modify Chapter 109: Article III – Infill Incentive District

Attachments:

- 01 SHD-CO Boundary Map
- 02 SHD-CO Rezoning Parcel Table

ORDINANCE 2016-18

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM ORIGINAL TOWNSITE (OTS) ZONING TO SURPRISE HERITAGE DISTRICT WITH THE SHD-CO COMMERCIAL OVERLAY FOR THE ORIGINAL TOWN SITE, BORDERED BY BELL ROAD ON THE NORTH, GREENWAY ROAD ON THE SOUTH, EL MIRAGE ROAD ON THE EAST AND DYSART ROAD ON THE WEST.

WHEREAS, the subject sites are located in the original town site, which is bordered by Bell Road on the north, Greenway Road on the south, El Mirage Road on the east, and Dysart road on the west;

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the Original Town site (OTS) community has been working with City staff to identify the neighborhood character, architectural design and community standards to be preserved in the OTS and encouraged in future development in the OTS;

WHEREAS, the city staff has drafted the Surprise Heritage District to replace the existing OTS Overlay District to preserve existing uses and create enhanced design standards for the OTS;

WHEREAS, the Surprise Heritage District is designed to be implemented with one of two overlay districts (residential or commercial) that will guide and encourage compatible development in both the residential and the commercial areas of the OTS;

WHEREAS, to facilitate implementation of the new regulations, the City is rezoning all of the properties within the OTS to Surprise Heritage District with either a commercial or residential overlay zone at no cost to any property owner;

WHEREAS, the re-zoning will eliminate most, if not all, of the non-conforming zoning in the OTS to enable property owners to more easily re-finance, sell, or otherwise invest in their properties;

WHEREAS, if any property owner decides they would like to retain their existing zoning classification, they may do so by notifying the City in writing of their intent to "opt-out," any time in the next three years;

WHEREAS, the subject properties are zoned OTS Overlay with the underlying hard zoning districts indicated on Exhibit A, and will be rezoned to Surprise Heritage District with the Commercial Overlay (SHD-CO);

WHEREAS, all existing lawful land uses are continued to be recognized in the new Surprise Heritage District;

WHEREAS, this Rezoning action is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on June 16, 2016, the Planning and Zoning Commission recommended approval of the rezoning of the commercial properties within the OTS to Surprise Heritage District with the Commercial Overlay (SHD-CO).

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

Section 1. Rezoning. Those parcels described by parcel number and address on Exhibit A in the areas depicted on Exhibit B, are rezoned from ***Original Town Site*** (OTS) with the underlying hard zoning districts as indicated on Exhibit A to ***Surprise Heritage District with the Commercial Overlay*** (SHD/CO).

Section 2. Amendment of Zoning Map. The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. Penalty. In addition to any administrative penalties, any person who violates any provision of this Ordinance shall be guilty of a civil or criminal offense pursuant to §122-174 of the Surprise Unified Development Code with punishment of up to and including those of a class 1 misdemeanor.

Section 4. 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 5. 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 6. Effective Date. This ordinance shall become effective at the time and in the manner prescribed by law.

APPROVED AND ADOPTED this _____ day of _____ 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A – LIST OF ELIGIBLE PROPERTIES

SHD-CO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50181097F	12455 WEST BELL ROAD LLC	12455 W BELL RD	SHD-CC	SHD-CO
50118531	13112 W COTTONWOOD ST LLC	13040 W COTTONWOOD ST	SHD-CC	SHD-CO
50181100B	16685 N GREASEWOOD LLC	16685 N GREASEWOOD ST	SHD-CR	SHD-CO
50181100D	16685 N GREASEWOOD LLC		SHD-CR	SHD-CO
50118123	A T & S F		SHD-IP	SHD-CO
50119059	A T & S F		SHD-IP	SHD-CO
50120060	A T & S F		SHD-IP	SHD-CO
50122088	A T & S F		SHD-IP	SHD-CO
50180057	A T & S F		SHD-IP	SHD-CO
50122017A	AMB TRUST	12723 W GRAND AV	SHD-CC	SHD-CO
50181100C	ANISH LLC	16741 N GREASEWOOD ST	SHD-CC	SHD-CO
50119036	ARDELEAN AUREL	12935 W GRAND AV	SHD-CC	SHD-CO
50119040	ARDELEAN AUREL	12911 W GRAND AV	SHD-CC	SHD-CO
50119041	ARDELEAN AUREL	12909 W GRAND AV	SHD-CC	SHD-CO
50119046	ARISMELENDEZ CYNTHIA	15802 N SUNNY LN	SHD-CC	SHD-CO
50122004A	ARISMELENDEZ DENNIS R	12833 W GRAND AV	SHD-CC	SHD-CO
50122005A	ARISMELENDEZ DENNIS R	12825 W GRAND AV	SHD-CC	SHD-CO
50122002	ARISMELENDEZ SALLY R	12874 W MARKET ST	SHD-CC	SHD-CO
50118019A	ARIZONA STATE DEPT OF TRANSPORTATION	13009 W BELL RD	SHD-CC	SHD-CO
50180045B	ARIZONA STATE OF DEPT OF TRANS		SHD-CC	SHD-CO
50181221B	BELL MIRAGE BUSINESS GROUP LLC		SHD-CC	SHD-CO
50181220	BELL MIRAGE ESTATES LLC	16629 N GREASEWOOD ST	SHD-CC	SHD-CO
50118079E	BELL ROAD TOWNE CENTER LLC	12845 W BELL RD	SHD-CC	SHD-CO
50118079N	BELL ROAD TOWNE CENTER LLC	12770 W ELM ST	SHD-CC	SHD-CO
50118005A	BENDER ROGER J/THERESA ANN	12850 W ELM ST	SHD-CC	SHD-CO
50181232A	BJEJ LLC	12689 W BELL RD	SHD-CC	SHD-CO
50180034D	BLANKENSHIP RONALD GENE	15645 N NASH ST	SHD-RL-5	SHD-CO
50178071	BRISENO JOSE M/SABINA	15847 N EL MIRAGE RD	SHD-RL-5	SHD-CO
50123110G	BRISENO JOSE M/SABINA	15632 N EL MIRAGE RD	SHD-CC	SHD-CO
50122016	BROOKLYN BEDDING LLC	12731 W GRAND AV	SHD-CC	SHD-CO
50178078G	CARRANZA SAUL C/JUAN C		SHD-RL-5	SHD-CO
50122013C	CASTILLO BALVANEDO B/ CASTILLO GUADALUPE		SHD-CC	SHD-CO
50181099H	CDS PROFESSIONAL BUILDING LLC		SHD-CC	SHD-CO
50181099M	CDS PROFESSIONAL LLC		SHD-CC	SHD-CO
50118291	CHALLENGE FNDATION PROPRTS OF AZ-SURPRISE LLC		SHD-CC	SHD-CO
50118292	CHALLENGE FNDATION PROPRTS OF AZ-SURPRISE LLC		SHD-CC	SHD-CO
50118293	CHALLENGE FNDATION PROPRTS OF AZ-SURPRISE LLC		SHD-CC	SHD-CO
50118294	CHALLENGE FNDATION PROPRTS OF AZ-SURPRISE LLC		SHD-CC	SHD-CO
50118295	CHALLENGE FNDATION PROPRTS OF AZ-SURPRISE LLC	12985 W ELM ST	SHD-CC	SHD-CO
50118030A	CHALLENGE FNDATION PROPRTS OF AZ-SURPRISE LLC	16605 N DYSART RD	SHD-CC	SHD-CO
50122018A	CIRCLE K STORES INC	12707 W GRAND AV	SHD-CC	SHD-CO
50181237A	CP12551 LLC	12545 W BELL RD	SHD-CC	SHD-CO
50181242	CROSSROADS TOWNE CENTER PROPERTY ASSOCIATION C/O MSREA		SHD-CC	SHD-CO

SHD-CO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50181243	CROSSROADS TOWNE CENTER PROPERTY ASSOCIATION C/O MSREA		SHD-CC	SHD-CO
50181244	CROSSROADS TOWNE CENTER PROPERTY ASSOCIATION C/O MSREA		SHD-CC	SHD-CO
50122024B	CTCSBC LLC	12653 W GRAND AV	SHD-CC	SHD-CO
50122025A	CTCSBC LLC	12645 W GRAND AV	SHD-CC	SHD-CO
50180041B	CTCSBC LLC	12637 W GRAND AV	SHD-CC	SHD-CO
50180042B	CTCSBC LLC	12629 W GRAND AV	SHD-CC	SHD-CO
50122013D	DAHSE MICHAEL T/SUSAN DELOVINO	12755 W GRAND AV	SHD-CC	SHD-CO
50119037	DAWSON SUSIE MAE	12927 W GRAND AV	SHD-CC	SHD-CO
50181221A	DESERT MIRAGE MEDICAL PLAZA LLC	12361 W BOLA DR	SHD-CC	SHD-CO
50180034A	DONORMA RV PARK LLC	15627 N NASH ST	SHD-CC	SHD-CO
50180038A	DONORMA RV PARK LLC	15637 N NORMA LN	SHD-CC	SHD-CO
50178076	DONOVAN DORIS	15814 N EL MIRAGE RD	SHD-RL-5	SHD-CO
50119048A	DYSART MINI STORAGE HOLDINGS LLC	15821 N DYSART RD	SHD-CC	SHD-CO
50181099J	DYST LLC	12301 W BELL RD A101	SHD-CC	SHD-CO
50181099K	DYST LLC	12301 W BELL RD B104	SHD-CC	SHD-CO
50178067B	EL MIRAGE TOWN OF		SHD-RL-5	SHD-CO
50122014	ESPARZA JUAN R/CLAUDIA A	12747 W GRAND AV	SHD-CC	SHD-CO
50122015	ESPARZA JUAN R/CLAUDIA A		SHD-CC	SHD-CO
50181233A	FAZNELL PROPERTIES LC	12675 W BELL RD	SHD-CC	SHD-CO
50122013B	FIGUEROA JESUS M SALCIDO	12810 W MARKET ST	SHD-CC	SHD-CO
50122021	FISHELL SCREEN PRODUCTS	12669 W GRAND AV	SHD-CC	SHD-CO
50122020	FISHELL SCREEN PRODUCTS INC	12677 W GRAND AV	SHD-CC	SHD-CO
50122022A	FISHELL SCREEN PRODUCTS INC	12661 W GRAND AV	SHD-CC	SHD-CO
50118003J	GONZALES MANUEL/EDILIA TR	13027 W ELM ST	SHD-RL-5	SHD-CO
50181097E	GOURSIG INVESTMENT TRUST	12483 W BELL RD	SHD-CC	SHD-CO
50118018P	GRADILLAS RAUL C/EVA M TR	16645 N DYSART RD	SHD-RL-5	SHD-CO
50118065	GS HOLDINGS LLC	12912 W SANATA FE DR	SHD-IP	SHD-CO
50118039H	GS HOLDINGS LLC	16226 N CHURCH ST	SHD-IP	SHD-CO
50181221C	HAM JANE/PAINTER JOE		SHD-CC	SHD-CO
50118003B	HARRIS LOIS A	16645 W DYSART RD	SHD-CC	SHD-CO
50180041C	HERNANDEZ ESMERALDA	12646 W MARKET ST	SHD-CC	SHD-CO
50119030A	HINES GARY A/BELINDA S TR	12983 W GRAND AV	SHD-CC	SHD-CO
50119026	HINES GARY A/BELINDA TR	13017 W GRAND AV	SHD-CR	SHD-CO
50119027	HINES GARY A/BELINDA TR	13009 W GRAND AV	SHD-CC	SHD-CO
50119028	HINES GARY A/BELINDA TR	13001 W GRAND AV	SHD-CC	SHD-CO
50118003R	HINES GARY A/BELINDA TR	16671 N DYSART RD	SHD-RL-5	SHD-CO
50118003S	HINES GARY A/BELINDA TR		SHD-RL-5	SHD-CO
50119024A	HTO DISTRIBUTION L.L.C.	13033 W GRAND AV	SHD-CC	SHD-CO
50119025A	HTO DISTRIBUTION L.L.C.		SHD-CR	SHD-CO
50119038	IGLESIA APOSTOLICA DE LA FE EN CRISTO JESUS	12936 W MARKET ST	SHD-CC	SHD-CO
50119050	IGLESIA RESTRUCTURADA DEL ESPIRITU SANTO ETAL	12987 W MARKET ST	SHD-RL-5	SHD-CO
50119052D	IGLESIA RESTRUCTURADA DEL ESPIRITU SANTO ETAL		SHD-RL-5	SHD-CO
50119031	J & J LEWIS LLC	12975 W GRAND AV	SHD-CC	SHD-CO
50122001	JAIME S AND SALLY R ARISMENDEZ TRUST	12849 W GRAND AV	SHD-CC	SHD-CO
50119021	JAYCOX TERRENCE F TR	13047 W GRAND AV	SHD-CC	SHD-CO
50119022	JAYCOX TERRENCE F TR	13060 W MARKET ST	SHD-CC	SHD-CO

SHD-CO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50119023	JAYCOX TERRENCE F TR	13041 W GRAND AV	SHD-CC	SHD-CO
50118039J	JENNER DARVIN A/NANCY	16224 N CHURCH ST	SHD-IP	SHD-CO
50119042A	JENNINGS HOLDING COMPANY LLC	12881 W GRAND AV	SHD-CC	SHD-CO
50123102C	JMY PROPERTIES LLC		SHD-RH	SHD-CO
50123103A	JMY PROPERTIES LLC	15415 N JERRY ST	SHD-RL-5	SHD-CO
50118078	JRG GRAND BELL 1LLC/ET AL	16551 N DYSART RD	SHD-CC	SHD-CO
50118080	JRG GRAND BELL 1LLC/ET AL	16551 N DYSART RD 105	SHD-CC	SHD-CO
50118081B	JRG GRAND BELL 1LLC/ET AL	16551 N DYSART RD 112	SHD-CC	SHD-CO
50118081C	JRG GRAND BELL 1LLC/ET AL	16551 N DYSART RD 118	SHD-CC	SHD-CO
50118081D	JRG GRAND BELL 1LLC/ET AL	16407 W DYSART RD	SHD-CC	SHD-CO
50119045	KHAIRA DIVIS TR	12873 W GRAND AV	SHD-CC	SHD-CO
50180043A	LARA RUBEN		SHD-CC	SHD-CO
50118067C	LDT INVESTORS LLC	12946 W SANTA FE DR	SHD-IP	SHD-CO
50119016A	LDT INVESTORS LLC	15663 N DYSART RD	SHD-CC	SHD-CO
50123112	LIMONE DAVE/KIM SANDRA	15638 N EL MIRAGE RD	SHD-RL-5	SHD-CO
50181294	LOMAS LAND CO AZ INC/ GOMEZ M/RIVERA S ETAL		SHD-RL-5	SHD-CO
50181295	LOMAS LAND CO AZ INC/ GOMEZ M/RIVERA S ETAL		SHD-RL-5	SHD-CO
50181231	LOPEZ PROPERTIES L L C	12729 W BELL RD	SHD-CC	SHD-CO
50118039F	LYNAM NEVADA BUILDING LLC	12839 W COTTONWOOD ST	SHD-IP	SHD-CO
50181235	M E H INVESTMENTS INC	12601 W BELL RD	SHD-CC	SHD-CO
50181239	MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT	12535 W SMOKEY DR	SHD-CC	SHD-CO
50118019B	MARICOPA COUNTY OF	16825 N DYSART RD	SHD-CC	SHD-CO
50118051B	MARICOPA COUNTY OF		SHD-CC	SHD-CO
50178074D	MARSHALL ALICE	15808 N EL MIRAGE RD	SHD-CC	SHD-CO
50178077D	MARSHALL DOROTHY	15802 N EL MIRAGE RD	SHD-RL-5	SHD-CO
50178077F	MARSHALL STEVE/RONNIE/ERIC		SHD-RL-5	SHD-CO
50119035	MENDOZA YORDI	12942 W MARKET ST	SHD-CC	SHD-CO
50120033C	MI CASA MOBILE HOME-RV PARK LLC	16020 N CHURCH ST	SHD-CC	SHD-CO
50181238	NELLIS FAMILY INVESTMENTS LLC	12515 W BELL RD 100	SHD-CC	SHD-CO
50178069H	NITZ THOMAS	12311 W PARADISE LN	SHD-CR	SHD-CO
50123110H	OCEAN FRONT DEVELOPMENT LLC	15620 N EL MIRAGE RD	SHD-CR	SHD-CO
50181240	PALM COURT HOLDINGS INC	12545 W BELL RD	SHD-CC	SHD-CO
50181097A	PATEL PARTNERSHIP	12477 W BELL RD	SHD-CC	SHD-CO
50118034A	PENA FAMILY LIVING TRUST	12841 W COTTONWOOD ST	SHD-IP	SHD-CO
50118039D	PENA FAMILY LIVING TRUST		SHD-IP	SHD-CO
50118039E	PENA FAMILY LIVING TRUST		SHD-IP	SHD-CO
50122003	PENA GUADALUPE/NATIVIDAD	12841 W GRAND AV	SHD-CC	SHD-CO
50119017	PETERSON WILLIAM L	13073 W GRAND AV	SHD-CC	SHD-CO
50119018	PETERSON WILLIAM L		SHD-CC	SHD-CO
50119019	PETERSON WILLIAM L	13059 W GRAND AV	SHD-CC	SHD-CO
50119020	PETERSON WILLIAM L	13066 W MARKET ST	SHD-CC	SHD-CO
50119060	PREMIER REALTY HOLDINGS LP	13052 W CENTRAL ST	SHD-CR	SHD-CO
50181099L	QUILCEDA VILLA LIMITED PARTNERSHIP	12350 W BOLA DR 101	SHD-RH	SHD-CO
50118039K	RED EAGLE ENTERPRISES INC		SHD-IP	SHD-CO
50181297	RIVERA SYLVIA P		SHD-RL-5	SHD-CO
50181296	RIVERA SYLVIA P/ ENRIQUEZ MARIA MAGDALENA	16426 N GREASEWOOD ST	SHD-RL-5	SHD-CO
50122008	ROBERTS DONALD HENRY	12801 W GRAND AV	SHD-CC	SHD-CO

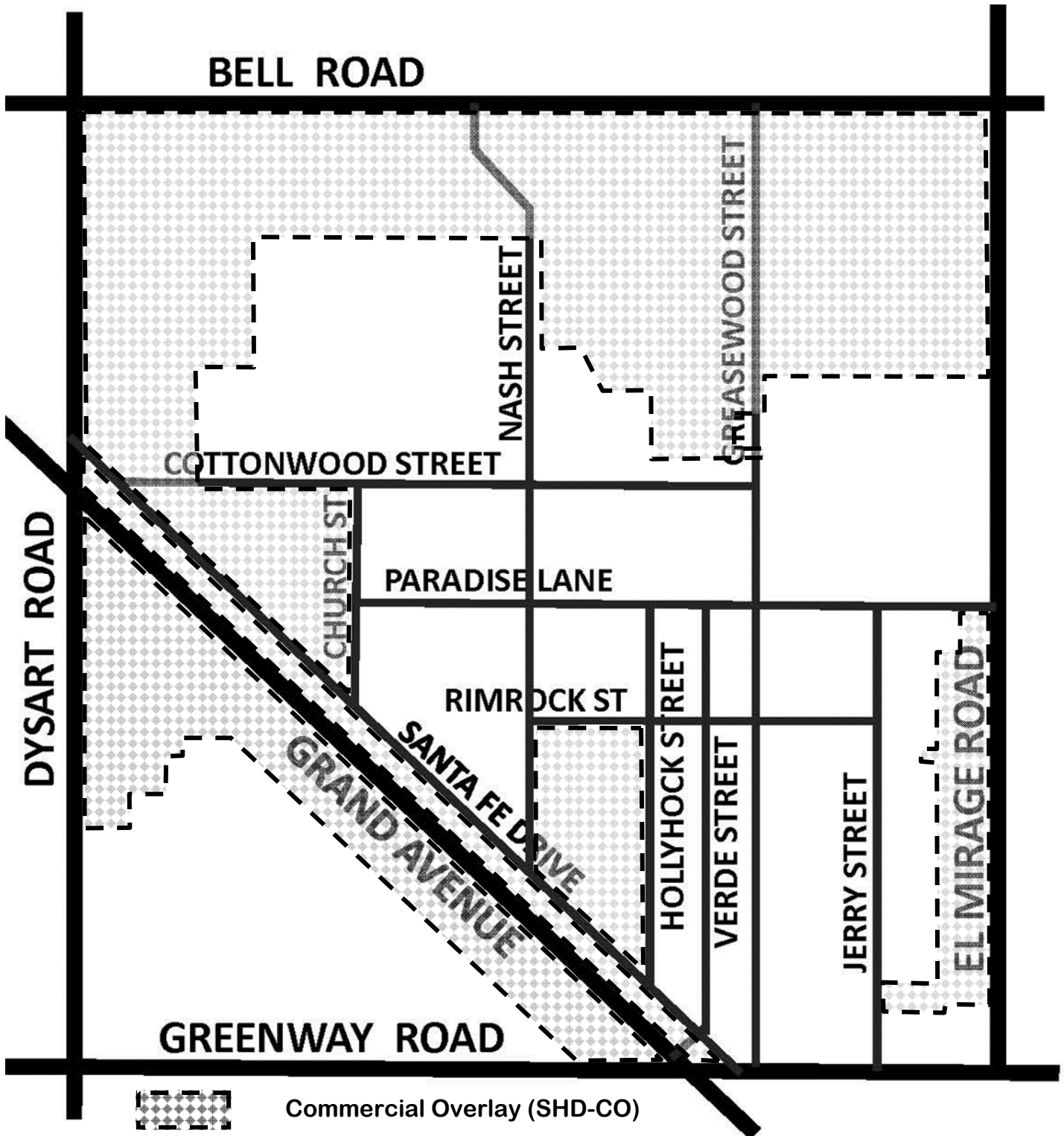
SHD-CO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50122009	ROBERTS DONALD HENRY	12838 W MARKET ST	SHD-CC	SHD-CO
50123102D	SAGUARO HEIGHTS LTD PARTNERSHIP	15427 N JERRY ST	SHD-RH	SHD-CO
50123104D	SAGUARO HEIGHTS LTD PARTNERSHIP	15433 N JERRY ST	SHD-RH	SHD-CO
50181236	SANDPIPER RESTAURANTS OF AZ LMTD PART	12555 W BELL RD	SHD-CC	SHD-CO
50119061	SPEAR STREET EQUITIES LLC	13022 W CENTRAL ST	SHD-CR	SHD-CO
50119032	SQUIRES THOMAS W	12967 W GRAND AV	SHD-CC	SHD-CO
50119033	SQUIRES THOMAS W	12959 W GRAND AV	SHD-CC	SHD-CO
50119034	SQUIRES THOMAS W	12951 W GRAND AV	SHD-CC	SHD-CO
50119062	SUCCESS SCHOOL	16025 N DYSART RD	SHD-CC	SHD-CO
50181226	SUN CITY AREA INTERFAITH SERVICES INC	16752 N GREASEWOOD ST	PAD	SHD-CO
50181227	SUN CITY AREA INTERFAITH SERVICES INC		PAD	SHD-CO
50118003F	SUN RIDGE CONGREGATION OF JEHOVAHS WITNESS	13016 W ELM ST	SHD-RL-5	SHD-CO
50118018M	SUN RIDGE CONGREGATION OF JEHOVAHS WITNESS		SHD-RL-5	SHD-CO
50118018N	SUN RIDGE CONGREGATION OF JEHOVAHS WITNESS		SHD-RL-5	SHD-CO
50179034	SURPRISE CITY OF	15815 N NASH ST	SHD-RL-5	SHD-CO
50181228	SURPRISE CITY OF	12425 W BELL RD D	SHD-CC	SHD-CO
50181229	SURPRISE CITY OF	12425 W BELL RD D	SHD-CC	SHD-CO
50181230	SURPRISE CITY OF		SHD-CC	SHD-CO
50122024A	SURPRISE CITY OF	12662 W MARKET ST	SHD-CC	SHD-CO
50181107F	SURPRISE CITY OF	16752 N GREASEWOOD ST	PAD	SHD-CO
50181107G	SURPRISE CITY OF	16752 N GREASEWOOD ST	PAD	SHD-CO
50179039A	SURPRISE TOWN OF	15832 N HOLLYHOCK ST	SHD-CC	SHD-CO
50180038B	SURPRISE TOWN OF	15626 N HOLLYHOCK ST	SHD-CC	SHD-CO
50181020Y	SURPRISE TOWN OF	16705 N NASH ST	SHD-RL-5	SHD-CO
50181234	SWT ARIZONA INVESTMENTS LLC	12621 W BELL RD	SHD-CC	SHD-CO
50122006	TERRONES LUCY D TR	12817 W GRAND AV	SHD-CC	SHD-CO
50122007	TERRONES LUCY D TR	12809 W GRAND AV	SHD-CC	SHD-CO
50122011B	TERRONES LUCY D TR	12779 W GRAND AV	SHD-CC	SHD-CO
50123109L	TOWNSITE HOLDINGS LLC		SHD-CC	SHD-CO
50178065B	TRUJILLO GULMARO M/LUZ D TR		SHD-RL-5	SHD-CO
50178070D	TRUJILLO GULMARO M/LUZ D TR		SHD-CN	SHD-CO
50178078D	TUSCANY LLC		SHD-RL-5	SHD-CO
50178078E	TUSCANY LLC		SHD-RL-5	SHD-CO
50178078F	TUSCANY LLC	15844 N EL MIRAGE RD	SHD-RL-5	SHD-CO
50118018F	VASQUEZ ALFONSO/OLGA J	16643 N DYSART RD	SHD-RL-5	SHD-CO
50119039	VENCES ROGELIO MORALES	12919 W GRAND AV	SHD-CC	SHD-CO
50180034C	VERA SALVADOR G		SHD-RL-5	SHD-CO
50181245	WAM SURPRISE LP	12635 W SMOKEY DR 100	SHD-CC	SHD-CO
50181246	WAM SURPRISE LP	12635 W SMOKEY DR 101	SHD-CC	SHD-CO
50181247	WAM SURPRISE LP	12635 W SMOKEY DR 102	SHD-CC	SHD-CO
50181248	WAM SURPRISE LP	12635 W SMOKEY DR 103	SHD-CC	SHD-CO
50181249	WAM SURPRISE LP	12635 W SMOKEY DR 104	SHD-CC	SHD-CO
50181250	WAM SURPRISE LP	12635 W SMOKEY DR 105	SHD-CC	SHD-CO
50181251	WAM SURPRISE LP	12635 W SMOKEY DR 106	SHD-CC	SHD-CO
50181252	WAM SURPRISE LP	12635 W SMOKEY DR 107	SHD-CC	SHD-CO
50181253	WAM SURPRISE LP	12635 W SMOKEY DR 108	SHD-CC	SHD-CO
50181254	WAM SURPRISE LP	12635 W SMOKEY DR 109	SHD-CC	SHD-CO
50181255	WAM SURPRISE LP	12647 W SMOKEY DR 110	SHD-CC	SHD-CO

SHD-CO Rezoning Parcel Table

APN	OWNER NAME	ADDRESS	SHD ZONING DISTRICT	SHD ZONING OVERLAY
50181256	WAM SURPRISE LP	12647 W SMOKEY DR 111	SHD-CC	SHD-CO
50181257	WAM SURPRISE LP	12647 W SMOKEY DR 112	SHD-CC	SHD-CO
50181258	WAM SURPRISE LP	12647 W SMOKEY DR 113	SHD-CC	SHD-CO
50181259	WAM SURPRISE LP	12647 W SMOKEY DR 114	SHD-CC	SHD-CO
50181260	WAM SURPRISE LP	12647 W SMOKEY DR 115	SHD-CC	SHD-CO
50181261	WAM SURPRISE LP	12647 W SMOKEY DR 116	SHD-CC	SHD-CO
50181262	WAM SURPRISE LP	12647 W SMOKEY DR 117	SHD-CC	SHD-CO
50181263	WAM SURPRISE LP	12647 W SMOKEY DR 119	SHD-CC	SHD-CO
50181264	WAM SURPRISE LP	12675 W SMOKEY DR 120	SHD-CC	SHD-CO
50181265	WAM SURPRISE LP	12675 W SMOKEY DR 121	SHD-CC	SHD-CO
50181266	WAM SURPRISE LP	12675 W SMOKEY DR 122	SHD-CC	SHD-CO
50181267	WAM SURPRISE LP	12675 W SMOKEY DR 123	SHD-CC	SHD-CO
50181268	WAM SURPRISE LP	12675 W SMOKEY DR 124	SHD-CC	SHD-CO
50181269	WAM SURPRISE LP	12675 W SMOKEY DR 125	SHD-CC	SHD-CO
50181270	WAM SURPRISE LP	12691 W SMOKEY DR 126	SHD-CC	SHD-CO
50181271	WAM SURPRISE LP	12691 W SMOKEY DR 127	SHD-CC	SHD-CO
50181272	WAM SURPRISE LP	12691 W SMOKEY DR 128	SHD-CC	SHD-CO
50181273	WAM SURPRISE LP	12691 W SMOKEY DR 130	SHD-CC	SHD-CO
50181274	WAM SURPRISE LP	12691 W SMOKEY DR 131	SHD-CC	SHD-CO
50181275	WAM SURPRISE LP	12711 W SMOKEY DR 134	SHD-CC	SHD-CO
50181276	WAM SURPRISE LP	12711 W SMOKEY DR 135	SHD-CC	SHD-CO
50181277	WAM SURPRISE LP	12711 W SMOKEY DR 136	SHD-CC	SHD-CO
50181278	WAM SURPRISE LP	12711 W SMOKEY DR 137	SHD-CC	SHD-CO
50181279	WAM SURPRISE LP	12711 W SMOKEY DR 138	SHD-CC	SHD-CO
50181280	WAM SURPRISE LP	12711 W SMOKEY DR 139	SHD-CC	SHD-CO
50181281	WAM SURPRISE LP	12665 W SMOKEY DR 140	SHD-CC	SHD-CO
50181282	WAM SURPRISE LP	12665 W SMOKEY DR 141	SHD-CC	SHD-CO
50181283	WAM SURPRISE LP	12665 W SMOKEY DR 142	SHD-CC	SHD-CO
50181284	WAM SURPRISE LP	12665 W SMOKEY DR 143	SHD-CC	SHD-CO
50181285	WAM SURPRISE LP	12665 W SMOKEY DR 144	SHD-CC	SHD-CO
50181286	WAM SURPRISE LP	12665 W SMOKEY DR 145	SHD-CC	SHD-CO
50181287	WAM SURPRISE LP	12659 W SMOKEY DR 146	SHD-CC	SHD-CO
50181288	WAM SURPRISE LP	12659 W SMOKEY DR 147	SHD-CC	SHD-CO
50181289	WAM SURPRISE LP	12659 W SMOKEY DR 148	SHD-CC	SHD-CO
50181290	WAM SURPRISE LP	12659 W SMOKEY DR 149	SHD-CC	SHD-CO
50181291	WAM SURPRISE LP	12659 W SMOKEY DR 150	SHD-CC	SHD-CO
50181292	WAM SURPRISE LP	12659 W SMOKEY DR 151	SHD-CC	SHD-CO
50181293	WAM SURPRISE LP	12639 W SMOKEY DR	SHD-CC	SHD-CO
50123113B	WILLIAMS COREY L	15644 N EL MIRAGE RD	SHD-RL-5	SHD-CO
50118079C	ZA'HAV LLC	12775 W BELL RD 100	SHD-CC	SHD-CO

Surprise Heritage District Boundary Map



PUBLIC ENGAGEMENT FORM

PROJECT TITLE: FS16-149 Surprise Heritage District

OVERALL PUBLIC INVOLVEMENT LEVEL:

This project began with interactive visioning sessions and surveys. Feedback was received from residents of the OTS. Staff made regular presentations at the monthly District 4 meetings with Councilwoman Villanueva.

IDENTIFY STAKEHOLDERS:

The Surprise Heritage Districts incorporates all properties within the Original Townsite. This includes residential, commercial, and municipal properties.

OBJECTIVES:

The purpose of this district is to enhance and protect the historic character of the residential core while providing infill opportunities and encouraging redevelopment for both residential and commercial areas that further reflect the historic character of the area.

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when) January 2015 - June 2016

Future Council Work Session/Meetings target dates June 21, 2016

Election dates (if applicable)

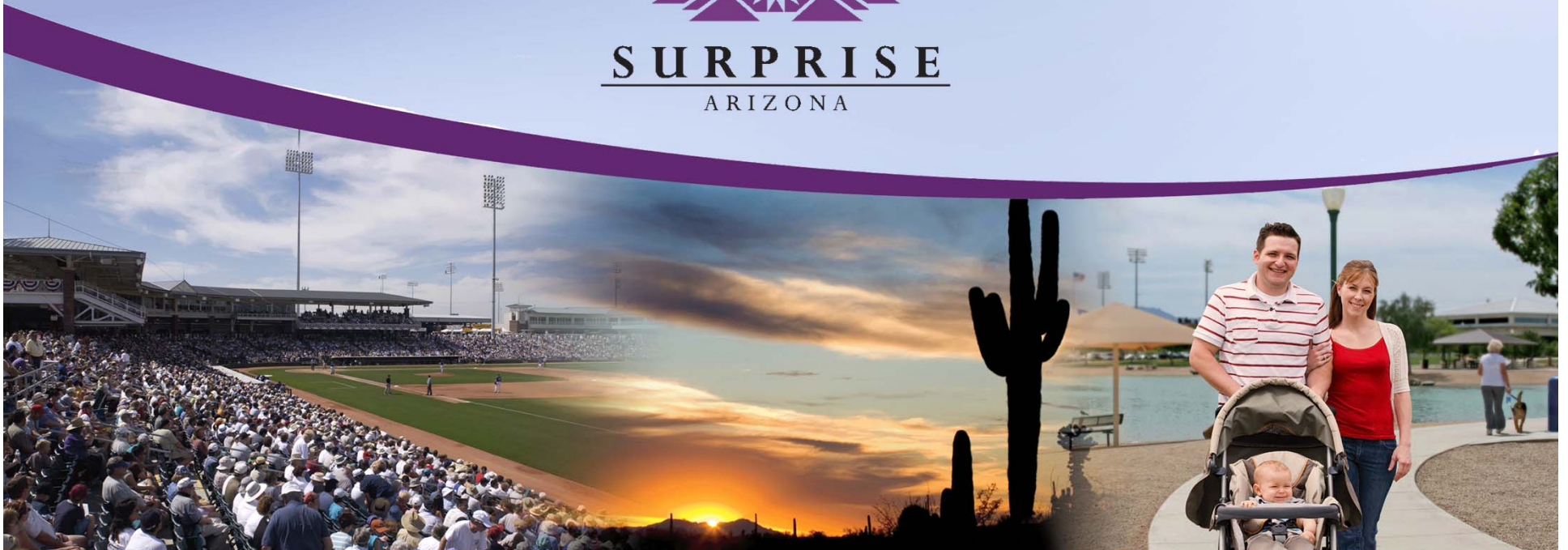
Project start/completion dates

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

City Council Public Hearing Surprise Heritage District

June 21, 2016



Today's Agenda



I. Zoning Text Amendment

- Create Surprise Heritage District (SHD)
- Create Residential Overlay (RO) and Commercial Overlay (CO)

II. Rezoning Action

- Apply SHD zoning to all properties within the OTS
- Apply RO zone to the residential areas
- Apply CO zone to the commercial areas

III. "Infill Incentive District"

- Discuss text amendment

IV. Project Summary

V. Questions & Comments

I. ZONING TEXT AMDENMENT



Creating the Surprise Heritage District



City of Surprise

Specific Plan for the
Revitalization of the
Original Townsite

Prepared for the City by:
Community Sciences Corporation
3900 East Camelback Road, Suite 611
Phoenix, AZ 85018



Municipal Code of Ordinances
Part II – Land Development Ordinances
Chapter 122 – Surprise Unified Dev. Code
Article 6 – Zoning Districts
Division 9 Flexible Zoning

Section 122-69.1- Surprise Heritage District (SHD)

Revitalization Plan for the OTS

- Adopted in 2002
- Preferred Land Uses
- Design Standards
- Doesn't allow new C-3 or Industrial Zoning
- 1 of 3 documents used to review projects within the OTS



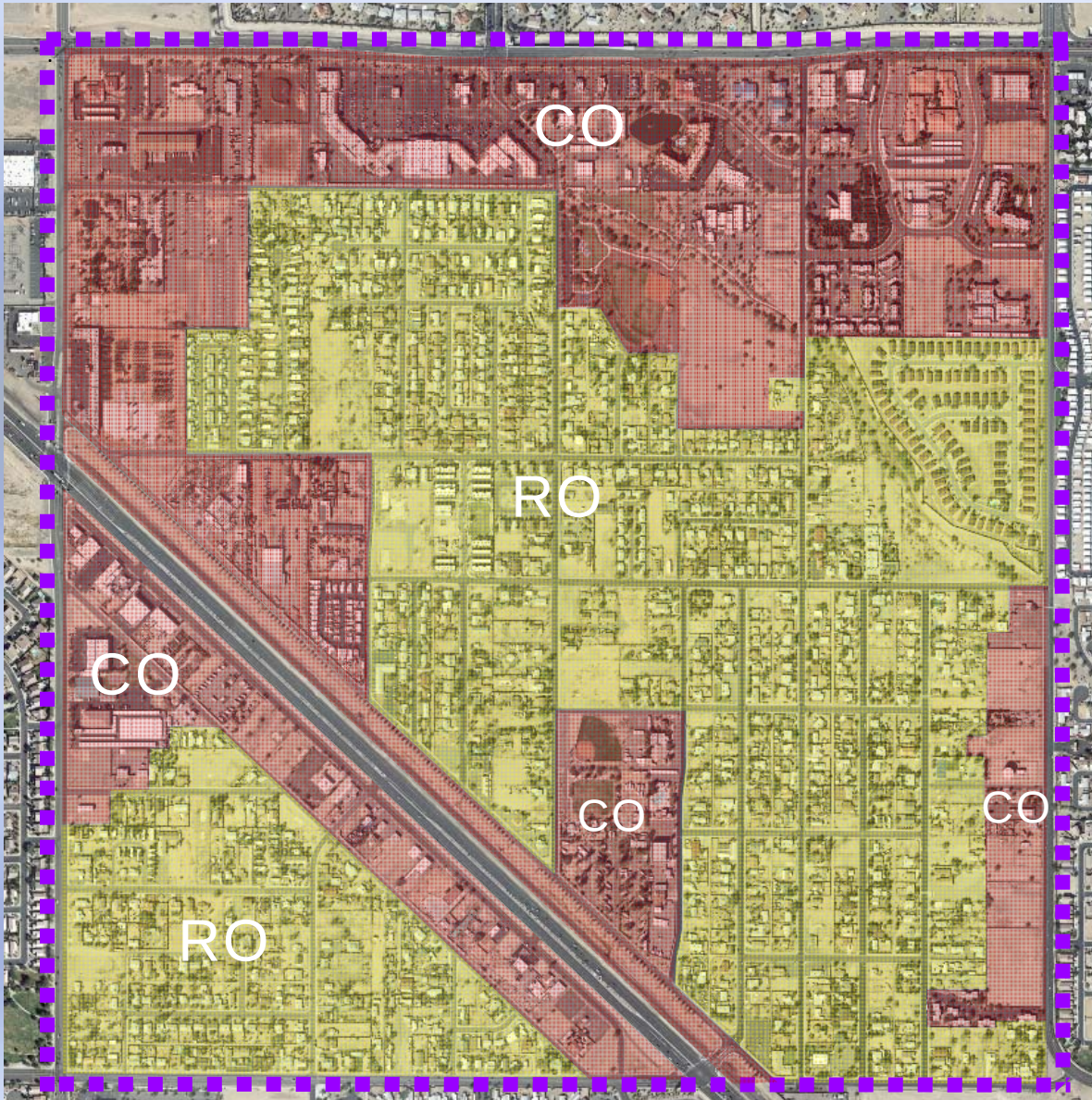
Surprise Heritage District (SHD)

- Proposed text amendment to zoning ordinance
- Consolidates documents into 1 section to review projects in the OTS
- Increases protection for neighborhoods and creates more development incentives

Residential Overlay (RO) and Commercial Overlay (CO)

- New Land Use Matrix, enforceable through code
- Introduction of new "Land Use" terms
- Doesn't allow new C-3 or Industrial Zoning

I. ZONING TEXT AMDENMENT



Creating the Surprise Heritage District

■ ■ ■ SURPRISE HERITAGE DISTRICT (SHD)

- SHD is the hard zoning of the geographic boundary for the Original Townsite (OTS)
- SHD will consolidate existing design expectations and requires changes to the current development incentives
- Ensures that the desired character and architecture is implemented throughout the entire OTS
- SHD hard zoning district will not add new land use regulation within the OTS

Proposed Overlays

- City initiated rezoning request
- Not required for all properties, preferred
- Goal to have all properties associated with one of the overlay zones
- New Land Use Matrix created from the OTS Revitalization Plan and public input

I. ZONING TEXT AMENDMENT



Design Requirements for ALL Properties

- Only applies to new construction or a major renovation
 - Doesn't require existing buildings or homes to change, unless owners want to make a change
- Promotes desired pedestrian scale by **requiring front porches** on new homes or major renovations
- Architectural features of all buildings and structures shall reflect the historical character of Phoenix-valley architecture from the 1880's to the 1950's
- Examples shown below are residential but similar construction can be used for commercial buildings
- Still allows for walls in the back yard and short view fences in the front

***Sample image from proposed text amendment**

Architectural Styles that Reflect the History of the Southwest



California Bungalow



Craftsman Bungalow



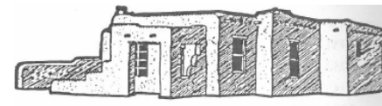
Spanish Colonial Revival



Classical Bungalow



Southwest Style



Pueblo Revival

I. ZONING TEXT AMDENMENT



Different From Traditional Single-family Residential Neighborhoods

The **Residential Overlay (RO)** allows for a variety of residential land uses

- single-family, possible for more than 1/property
- duplex, or architecturally integrated apartments
- live/work units
- Consolidates a Variety of residential zoning
 - RL-5 and RM-6 become SHD-RO

New Development standards may help bring current “legal, non-conforming” properties into conformance

- Smaller setbacks
- Increased maximum Lot Coverage
- Allow more than 1 accessory structure
- Obtain financing from lenders

The RO promotes desired pedestrian scale with flexible front yard setbacks.

Introduces “cottage industry” into the OTS

- Help economic base between home based businesses and conventional businesses

Allows Manufactured Homes

- Must meet specific use standards and SHD design standards

Different From Traditional Commercial Development

The **Commercial Overlay (CO)** consolidates commercial land uses into one zoning overlay

- Merge commercial/industrial zoning districts
- CN, CC, CR, IL districts will become SHD-CO
- Promote the local arts and businesses that are compatible and support the residential neighborhood

New Land Use Matrix is easy to read

- Includes all desired existing land uses
- Excludes intense commercial/industrial uses
- Adds new land uses to attract new businesses

Allows Variety of Development Projects

- Mix of neighborhood-scale commercial, retail, entertainment and mixed-use development
- Promotes integrated-use development projects
- Allows multi-family and true mixed-use buildings

Prohibits new CR and IL land use after rezoned

- This will not take away existing land use right
- Properties may opt-out of the City rezoning application to retain existing zoning

The CO promotes pedestrian activity

- Requiring pedestrian connections or trails to adjacent properties and neighborhoods

I. ZONING TEXT AMDENMENT



Home Occupation VS. Cottage Industry

- A small business conducted as an accessory to the residence
- Both protect against adverse effects of activities associated businesses in residential areas
- Hours of operation are defined as 8am-8pm

Home Occupation

- No outside employees
- Must use less than 25% of home
- Can't be done outside the home nor in shed/work shed
- No advertising allowed
- General list of allowed businesses (not exclusive)
- Some businesses are specifically prohibited

Cottage Industry

- Allow a small number of employees
- May use up to 50% of the home
- Activities are allowed outside the house (must be screened)
- Small signage is allowed to **identify** a business in the home
- Wider range of business types can be a "Cottage Industry"

Type of Business	Home Occupation	Cottage Industry
Beauty shops and Barber shops	Prohibited	Allowed
Photo Studio	Prohibited	Allowed
Pottery and Art Studio	Only allowed in home	Allowed in Shed/Garage
Restaurants	Prohibited	Allowed
Small Appliance Repair	Prohibited	Allowed

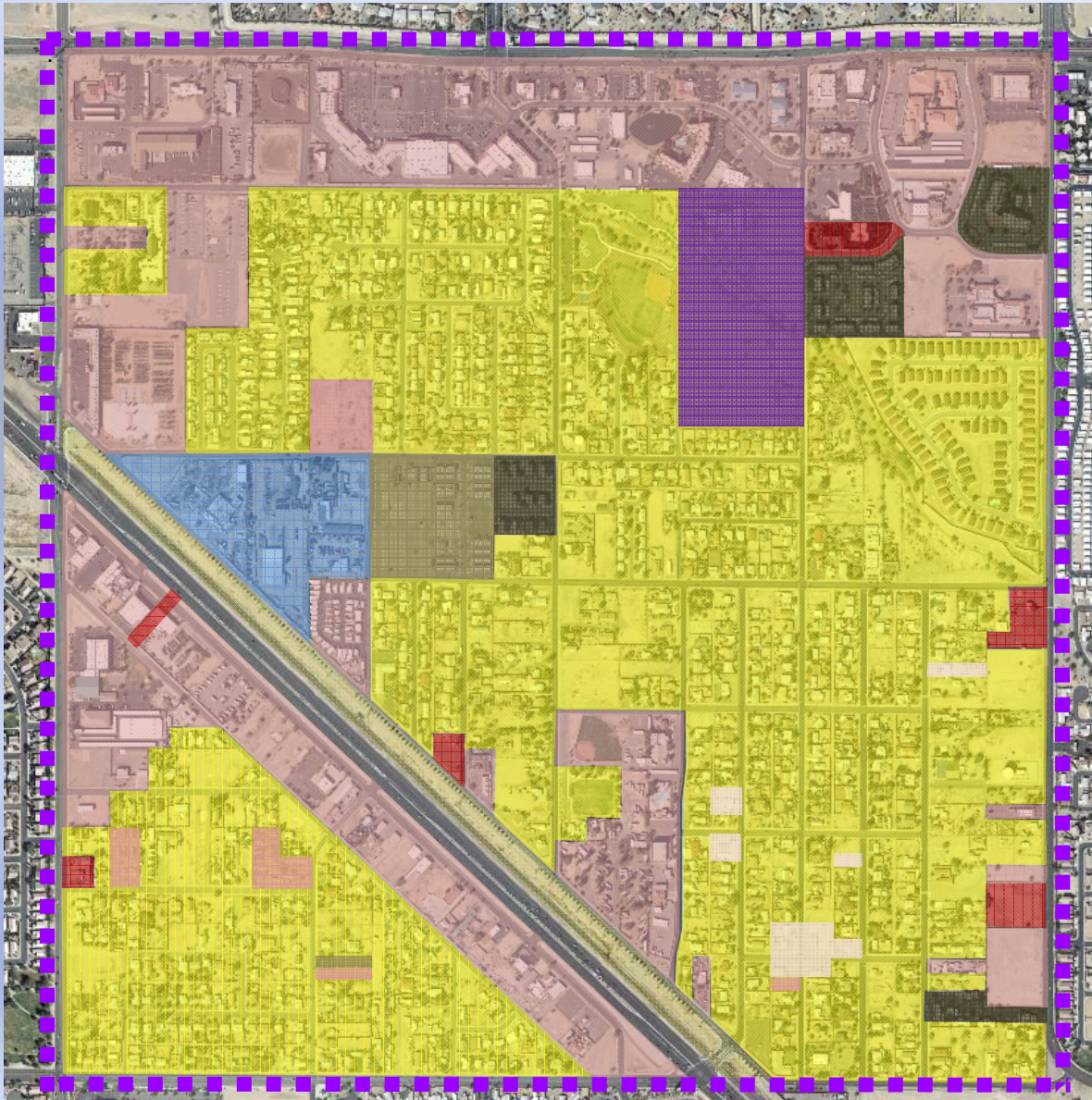
I. ZONING TEXT AMDENMENT



Cottage Industry



II. REZONING ACTION – SHD



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH

Apply SHD Zoning

SURPRISE HERITAGE DISTRICT (SHD)

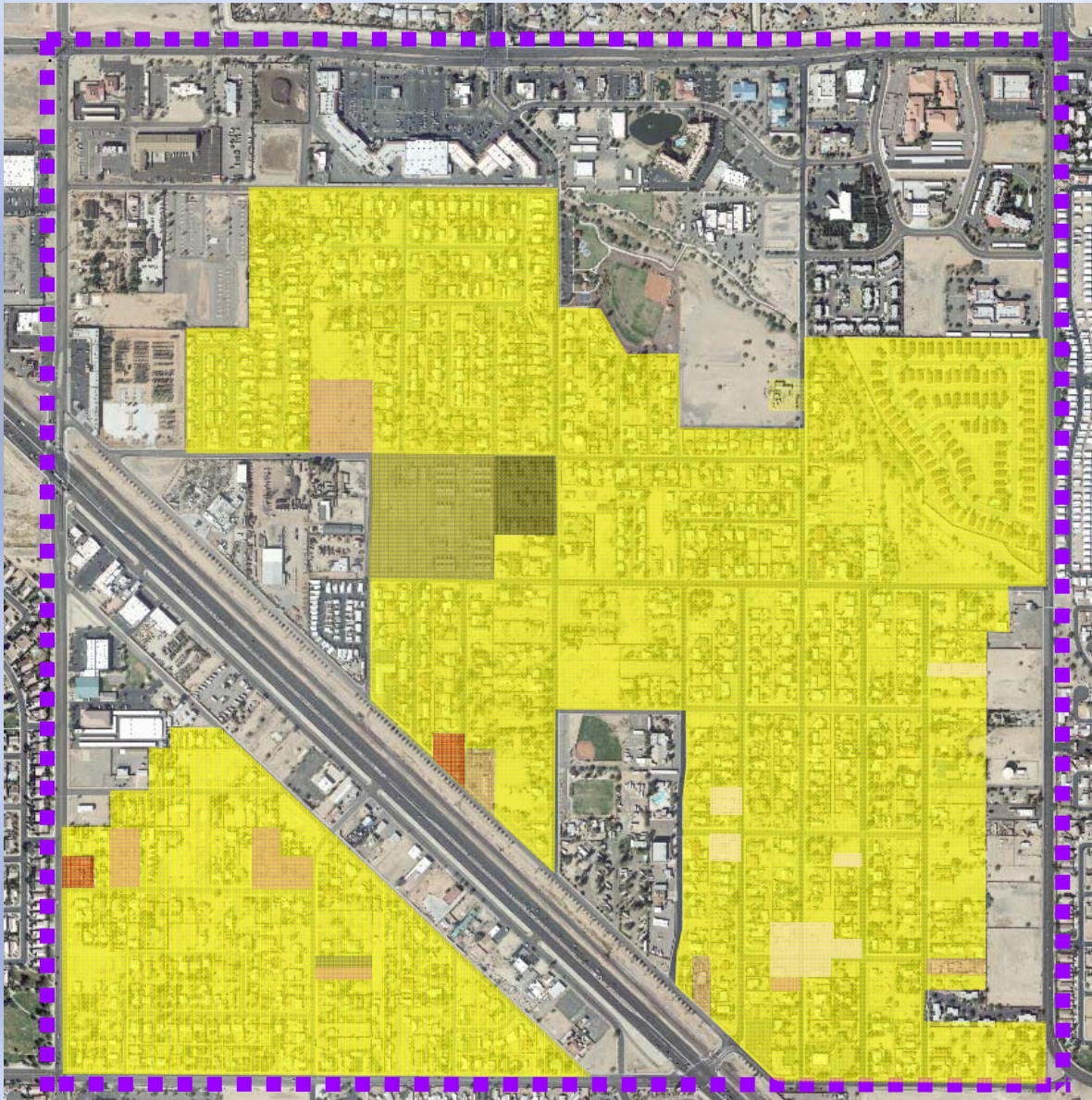
Comprehensive design standards

- Ensures that the desired character and architecture is implemented throughout the entire OTS

Works in union other zoning regulations

- Does not change allowed land use regulations
- Does not change development standards

II. REZONING ACTION – SHD-RO



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH
		

Apply SHD-RO Zoning

Current Zoning:

- RL-5, RM, RH, PAD, CN, CC, CR

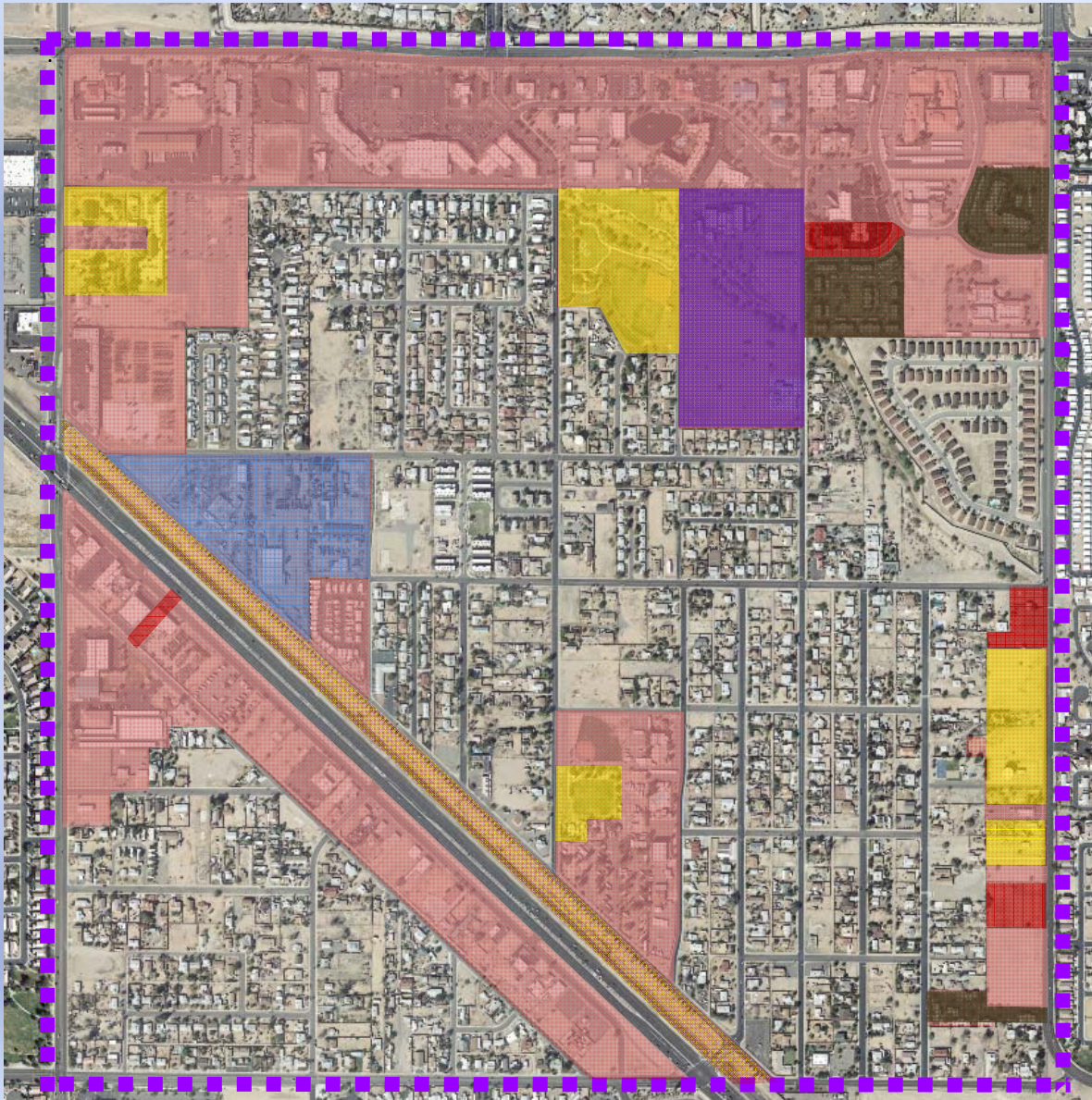
Proposed Zoning:

- SHD-RO

Area: ???

Quantity: 1,135 parcels

II. REZONING ACTION – SHD-CO



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH
SHD		

Apply SHD-CO Zoning

Current Zoning:

- RL-5, RH, PAD, CC, CR, IP

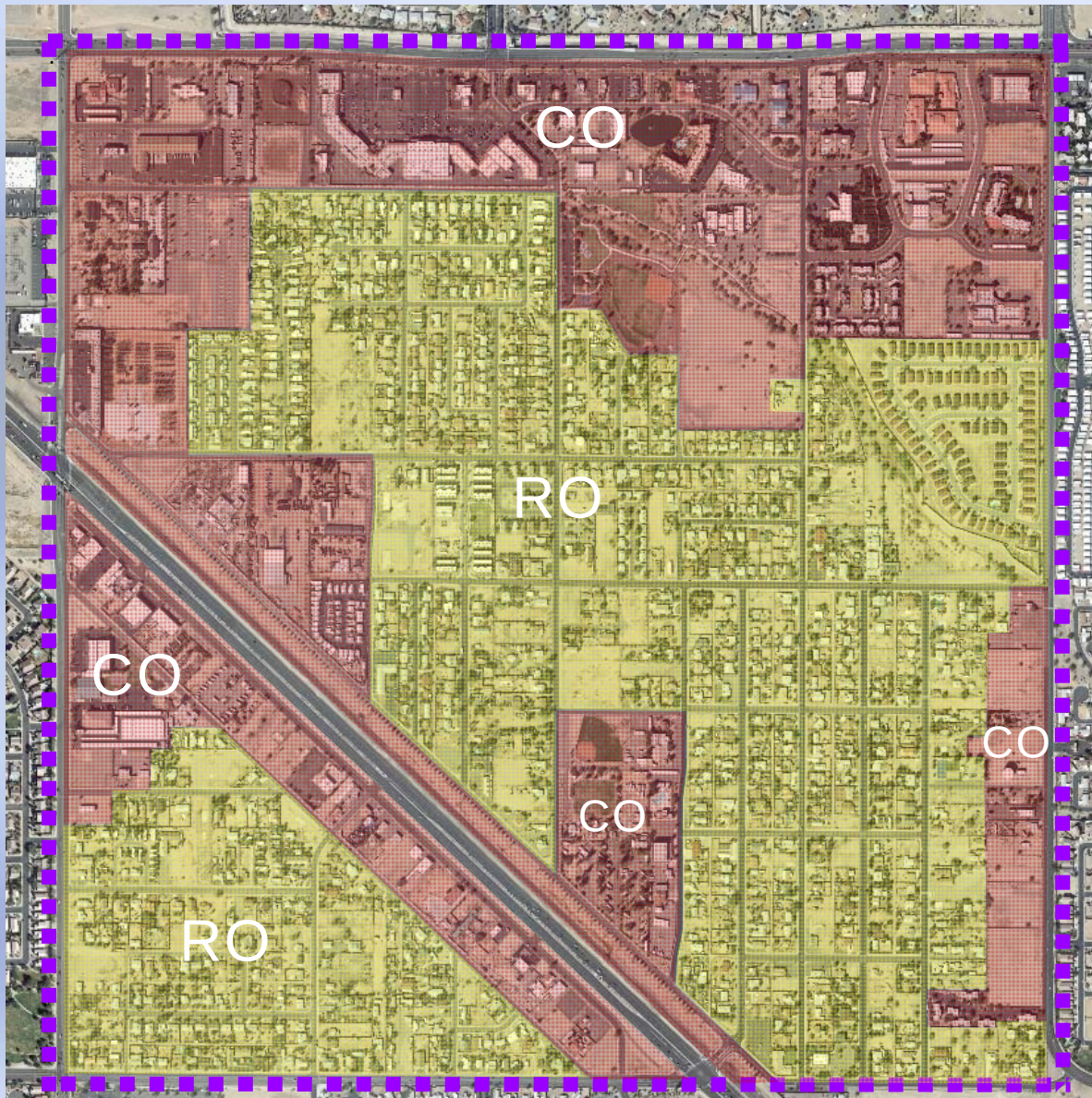
Proposed Zoning:

- SHD-CO

Area: ???

Quantity: 224 parcels

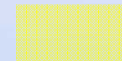
II. REZONING ACTION



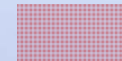
Heritage District Zoning



SHD



SHD-RO



SHD-CO

III. INFILL INCENTIVE DISTRICT



Development Incentives Comparison Table

Development Incentive	Removed/ Retained/Added	Analysis
Residential Development – 100% Waiver of Surprise Development Impact Fees	Retained	Beneficial to residents
NEW OR EXPANDING Commercial Development – 100% waiver of building permit and plan review fees	Retained	Beneficial to residents
NEW OR EXPANDING Commercial Development – <u>100% Waiver of Surprise Development Impact Fees</u>	ADDED	Provides addition financial incentives to attract business into the OTS
Expedited plan review services	Removed	Timelines identified within this section reflect a similar review time that is established within the Community Development Department.
Administrative rezoning	Removed	This section is only eligible for property with the SHD-CO and SHD-RO zones.
Cottage Industry businesses affiliated with a local-oriented small business promotion organization (such as “Local First Arizona”) shall be <u>exempt from paying the annual City of Surprise Business License fee.</u> Proof of such affiliation must be presented annually to the City.	ADDED	Provides additional financial incentives for residents that hope to provide bring business into the OTS

IV. Project Summary



Zoning Text Amendment Surprise Heritage District (SHD)

- A. Zoning Text Amendment
 - 1. Consolidate existing regulations into a single document
 - 2. Create Surprise Heritage District
 - 3. Create two new overlay zones
 - a. Residential Overlay
 - b. Commercial Overlay
- B. Apply existing design standards universally throughout the whole OTS

City Initiated Rezoning Application Residential Overlay (RO) Commercial Overlay (CO)

- A. Rezone Properties within the OTS
 - 1. Residential Properties will become SHD-RO
 - 2. Commercial Properties will become SHD-CO
- B. Apply development standards and land uses based on overlay zone
- C. Property owners will have the right to opt-out of the overlay and retain exiting zoning, associated regulations.
 - 1. For example, a 'CN' commercial property will be SHD-CN
 - 2. For example, a 'RL-5' residential property will be SHD-RL-5

Questions or Comments?



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Joshua Mike - Community Development
Submitting Department:		District:	4
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a text amendment to Surprise Municipal Code Chapter 109, Sections 46 through 53, to update Infill Incentive provisions, definitions, and confirming the Plan for the Infill Incentive District; Ordinance # 2016-14.

Motion:

I move to approve Ordinance # 2016-14.

Background:

This section of the City Code is established pursuant to the authority granted in A.R.S. 9-499.10(A) to provide development incentives to properties within the Original Townsite.

Objective Analysis:

The proposed changes remove impracticable shortened plan review incentives while adding additional financial incentives.

Policy Compliant:

The Infill Incentive District is consistent with City and Council Policy.

Financial Impact:

Generally, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region. In an effort to revitalize the OTS, there is a potential for increased incentive applications in which the city would be responsible for paying development impact fees and permit fees from the General Fund. There could also be a drop in business license revenue related to any current businesses that may qualify for a fee exemption as a Cottage Industry business. Any new qualifying businesses would receive the business license fee exemption as well.

Budget Impact:

Funding for these types of incentives are not typically included in the annual adopted budget and would likely require a budget amendment from economic development contingency within the General Fund on an as needed basis.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - City Code Text Amendment - Infill Incentive District - Staff Report](#)
 - ☐ [01-Ordinance 2016-14-Infil Incentive Text Amendment](#)
 - ☐ [02 - City Code Text Amendment - Infill Incentive District - Presentation](#)
 - ☐ [03 - A.R.S. 9-499-10](#)
-



CITY CODE TEXT CHANGE

REPORT TO THE CITY COUNCIL

Project Name: City Code Text Amendment – INFILL INCENTIVE DISTRICT

Council District: District 4 – Mulberry

Meeting Date: June 21, 2016

Planner: Joshua Mike, 623.222.3134, joshua.mike@surpriseaz.gov

Owner: City of Surprise

Applicant: City Initiated

Request: City code text amendment to Chapter 109: Article III – Infill Incentive District to reflect the changes associated with the Surprise Heritage District.

Site Location: The Original Townsite (OTS); specifically the area bounded by Bell Road on the north, Greenway Road on the south, El Mirage on the east and Dysart Road on the west.

General Plan 2035: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: General feedback has been supportive.

Staff Analysis: The proposed changes to provide financial incentives to promote both residential and commercial development that will aid in the revitalization of the Original Townsite.

42 **Project Background:**

43
44 The Infill Incentive District was adopted in 2007 to create an incentive plan under the
45 authority granted in A.R.S. § 9-499.10(A). It was amended in 2014 to remove sections
46 associated with development fees.

47
48 While development incentives are not a “property right”, they are offered by the City to
49 encourage new construction and redevelopment of properties needing an update.

50
51
52 **Project Description:**

53
54 *Infill Incentive District*

55 This section of the City Code provides a variety of incentives to promote development
56 that will aid in the revitalization of the OTS.

57
58 This text amendment is associated with the zoning text amendment to create the
59 Surprise Heritage District (SHD). There are many benefits built into the proposed SHD
60 ordinance, but financial development incentives will be available through this section of
61 the City Code.

62
63 *New Eligibility Requirements*

64 Under the current regulations, any property within the OTS can apply for these
65 incentives. As part of the overall project to adopt and apply the regulations of the SHD
66 and overlay

67
68 In order to be eligible, properties within the OTS will now be required to have one of the
69 optional overlay zones, either SHD-RO or SHD-CO. If the property qualifies, the
70 available incentive and procedure to obtain it will be determined by the type of project:
71 residential or commercial.

72
73 There may be some properties that choose to opt-out of the proposed overlay zones, as
74 it's their right to retain the zoning district with the associated land uses and development
75 regulations that were previously in place. Those properties that chose to opt-out will no
76 longer be eligible for the incentives.

77
78 *Proposed Changes*

79 This Article consists of 8 sections dedicated to the Infill Incentive District within the City
80 Code. This includes 4 sections that are currently reserved for future regulations. These
81 reserved sections will be reorganized to provide easier readability.

82
83 There will be changes to the definitions section to provide consistency with other
84 sections of the code. This text amendment creates an Infill Incentive District Creation
85 and Boundaries section by moving
86

Comparison Table

Development Incentive	Removed/Retained/Added	Analysis
Residential Development – 100% Waiver of Surprise Development Impact Fees	Retained	Beneficial to residents
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NEW OR EXPANDING Commercial Development – 100% Waiver of Surprise Development Impact Fees	ADDED	Provides addition financial incentives to attract business into the OTS
Expedited plan review services	Removed	Timelines identified within this section reflect a similar review time that is established within the Community Development Department.
Administrative rezoning	Removed	This section is only eligible for property with the SHD-CO and SHD-RO zones.
Cottage Industry businesses affiliated with a local-oriented small business promotion organization (such as “Local First Arizona”) shall be exempt from paying the annual City of Surprise Business License fee. Proof of such affiliation must be presented annually to the City.	ADDED	Provides additional financial incentives for residents that hope to bring business into the OTS

Next Steps:

Approval of this request will:

1. Revise the Chapter 109: Article III – Infill Incentive District of the City Code

June 21, 2016: City Council Public Hearing - consideration and action

1. Zoning Text Amendment to create the Surprise Heritage District
2. Rezoning action to apply the Surprise Heritage District (SHD)
3. Rezoning action to apply the Residential Overlay (SHD-RO) or Commercial Overlay (SHD-CO) to specific properties within the Original Townsite (OTS)
4. City Code Text Amendment to modify Chapter 109: Article III – Infill Incentive District

Attachments:

01 Proposed text amendment; Chapter 109: Article II – INFILL INCENTIVE DISTRICT

ORDINANCE 2016-14

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING SECTION 109-46 THROUGH SECTION 109-53, INFILL INCENTIVE DISTRICT BY UPDATING THE INCENTIVE PROVISIONS, DEFINITIONS, CONFIRMING THE INFILL INCENTIVE PLAN, AND RENUMBERING.

WHEREAS, Arizona Revised Statutes § 9-499.10 authorizes the City to establish Infill Incentive Districts in areas that meet at least three of six property conditions;

WHEREAS, in 2002, Surprise created an infill incentive district for the Original Town Site (OTS) in Surprise Municipal Code §109-46 – 109-53, within the boundaries are shown on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, the Council has previously adopted a plan designed to encourage development and redevelopment within the OTS;

WHEREAS, the City Council deems it in the best interest of the City of Surprise to update its current infill incentive district and add a reference to the plan in the city code; and

WHEREAS, the Council finds that the designation of an Infill Incentive District is in substantial harmony with the Surprise General Plan 2035 as amended.

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

Section 1. The City Council finds that the Original Town Site meets at least the following three of the six statutory criteria set forth in Arizona Revised Statutes Section 9- 499.10:

1. There are a large number of vacant older or dilapidated buildings or structures located within the OTS.
2. There are a large number of vacant or underused parcels of property, obsolete or inappropriate lot or parcel sizes or environmentally contaminated sites in the OTS.
3. There is an absence of development and investment activity compared to other areas in the City of Surprise.

Section 2. The City Council hereby amends its current Infill Incentive District, codified as Section 109-46 through 109-53 of the Surprise Municipal Code to read as set forth on attached Exhibit B which is incorporated by this reference.

Section 3. For purposes of A.R.S. § 9-499.10, the City Council hereby designates the "Specific Plan for the Revitalization of the Original Townsite", adopted on May 23, 2002 by Resolution No. 02-104, as the infill incentive plan.

Section 4. In addition to any administrative penalties, any person who violates any provision of this Ordinance shall be guilty of a civil or criminal violation pursuant to § 122-174 of the Surprise Unified Development Code with punishment of up to and including those of a class 1 misdemeanor.

Section 5. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 7. This ordinance will become effective at the time and 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
Infill Incentive District Boundary
Map

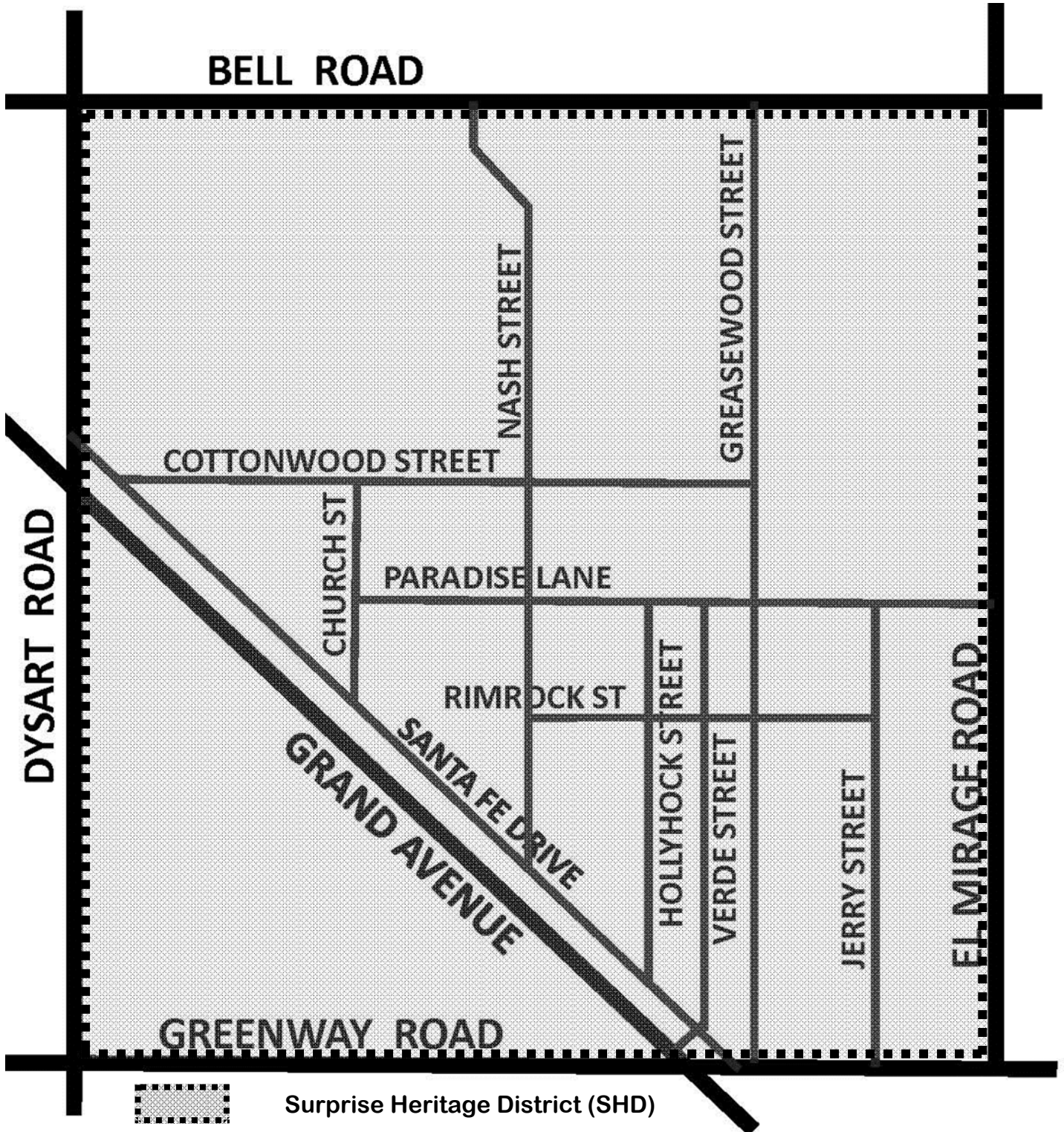


Exhibit B

Chapter 109 - MISCELLANEOUS PROVISIONS

ARTICLE III. - INFILL INCENTIVE DISTRICTS

Sec. 109-46. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ADAPTIVE REUSE MEANS THE CONVERSION OF HISTORIC OR OBSOLESCE BUILDING(S) FROM THEIR ORIGINAL OR MOST RECENT USE TO A NEW USE REPRESENTING COMPATIBLE AND APPROPRIATE CHANGE.

COTTAGE INDUSTRY MEANS A BUSINESS AS DEFINED IN SECTION 122-69.1 OF THE SURPRISE UNIFIED DEVELOPMENT CODE.

Commercial development and/or industrial development means all buildings and lots within the territorial limits of the city, other than ~~single-family residences, multifamily residences, apartments, mobile home subdivisions, and recreational vehicle parks or other residential dwelling units.~~

Dwelling unit means a room or group of rooms within a building or structure containing cooking accommodations. An apartment, ~~a mobile~~, manufactured or modular home, live/work unit, ~~a recreational vehicle, and a travel trailer~~ shall be considered dwelling units, but a motel room or hotel room is not considered a dwelling unit under the provisions of this article.

~~Mobile, manufactured, or modular~~ **Manufactured home space** means any lot or space, but not necessarily located, ~~contained in a mobile~~ **manufactured** home park or manufactured housing subdivision.

New business means new construction or 51 percent reconstruction of the total building square footage of an existing building. For the purposes of this article, a new business is not an existing business, which has only changed ownership.

Qualifying commercial and/or industrial development means new or expanding developments that will be:

- (1) Legal and conforming upon project completion;
- (2) In possession of all required development approvals pursuant to city REGULATIONS, process, procedures and policies;
- (3) Occupying vacant property or replacing dilapidated buildings, or if expanding ~~will comply with the criteria for expanding existing businesses~~ **AN EXISTING BUSINESS FACILITY BY AT LEAST 1,000 SQUARE FEET AND INCREASING THE NUMBER OF EMPLOYEES BY TEN (10%) PERCENT.**

Recreational vehicle pad or travel trailer pad means any lot or space contained in a recreational vehicle park.

~~Secs. 109-47—109-50. Reserved.~~ INFILL INCENTIVE DISTRICT CREATION AND BOUNDARIES

- (A) ESTABLISHED. THERE IS ESTABLISHED, PURSUANT TO THE AUTHORITY GRANTED IN A.R.S. § 9-499.10(A), AN INFILL INCENTIVE DISTRICT CALLED THE ORIGINAL TOWN SITE INFILL INCENTIVE DISTRICT.
- (B) THE ORIGINAL TOWN SITE INFILL INCENTIVE DISTRICT INCLUDES THE AREA BOUNDED BY BELL ROAD TO THE NORTH, EL MIRAGE TO THE EAST, GREENWAY ROAD TO THE SOUTH AND DYSART ROAD TO THE WEST AND DEPICTED ON THE BELOW DIAGRAM.



Sec. 109-5148. - Original Town Site Infill Incentive District Plan.

- ~~(a) Established. There is established, pursuant to the authority granted in A.R.S. § 9-499.10(A), an infill incentive district in the area bounded by Bell Road to the north, El Mirage to the east, Greenway Road to the south and Dysart Road to the west. This district is designated as the original town site infill incentive district.~~
- (a) SECTION 109-48 OF THIS CODE SHALL BE REFERRED TO AS THE "INFILL INCENTIVE PLAN" AS REQUIRED BY ARIZONA REVISED STATUTES § 9-499.10 (B). THE INFILL INCENTIVE PLAN IS ADOPTED AS A MEANS TO ENCOURAGE REDEVELOPMENT WITHIN THE AREA OF SURPRISE KNOWN AS THE ORIGINAL TOWN SITE.
- (b) ~~Original town site infill incentives plan.~~ INCENTIVES
- (1) Residential development. ~~All residential development within the original town site infill incentive district shall receive a 100 percent waiver of development fees.~~ ANY NEW RESIDENTIAL DEVELOPMENT ON PARCELS ZONED EITHER AS SHD/RO OR AS SHD/CO SHALL RECEIVE A ONE-HUNDRED PERCENT (100%) WAIVER OF CITY OF SURPRISE DEVELOPMENT IMPACT FEES.
- (2) Commercial development, ON PARCELS ZONED EITHER AS SHD/RO OR AS SHD/CO.
- a. NEW OR EXPANDING ~~qualifying~~ Qualifying Commercial and/or industrial developments within the Original Town Site Infill District shall receive a 100 percent waiver of building permit, and building plan review fees, AND CITY OF SURPRISE DEVELOPMENT IMPACT FEES.
- ~~b. Qualifying commercial and/or industrial developments within the original town site infill district shall be eligible to receive expedited plan review services. Commercial site plans, commercial subdivision plats, landscape plans, civil plans and building plans shall be reviewed within a maximum of 12 business days from date of submittal to issuance of redline or administrative comments. The city shall bear all cost associated with the expedited review process.~~
- ~~b.c. Qualifying commercial and/or industrial developments within the original town site infill district shall be eligible to receive expedited administrative processing for rezones when possible. Administrative processes will be accelerated to facilitate advancing the project to the planning and zoning commission and city council. COTTAGE INDUSTRY BUSINESSES AFFILIATED WITH A LOCAL-ORIENTED SMALL BUSINESS PROMOTION ORGANIZATION (SUCH AS "LOCAL FIRST ARIZONA") SHALL BE EXEMPT FROM PAYING THE ANNUAL CITY OF SURPRISE~~

BUSINESS LICENSE FEE. PROOF OF SUCH AFFILIATION MUST BE PRESENTED ANNUALLY TO THE CITY.

- (c) Application for incentives under plan. Persons developing RESIDENTIAL PROPERTY PER THE STANDARDS LISTED IN (B)1 ABOVE SHALL AUTOMATICALLY RECEIVE THE INCENTIVE AT TIME OF ISSUANCE OF A BUILDING PERMIT. Ceommercial property within the original town site infill district wishing to receive incentives under the original town site infill incentive plan shall submit an application to the community development director. The community development director shall process the request, and make recommendations, and submit the request to the city council for final approval. ~~If approved, the community development director shall administer the original town site infill incentive plan.~~
- (D) ORIGINAL TOWN SITE SPECIFIC PLAN. THE CITY OF SURPRISE "SPECIFIC PLAN FOR THE REVITALIZATION OF THE ORIGINAL TOWNSITE", ADOPTED ON MAY 23, 2002 BY RESOLUTION NO. 02-104, SHALL BE THE MASTER PLAN FOR DEVELOPMENT IN THE INFILL INCENTIVE DISTRICT ALONG WITH OTHER REGULATIONS ADOPTED BY THE CITY COUNCIL.

~~Sec. 109-52. - Expanding existing businesses.~~ **Reserved.**

~~In order to be considered an expanding existing business, a business must demonstrate all of the following requirements:~~

- ~~(1) Facility expansion of at least an additional 1,000 square feet.~~
- ~~(2) A ten percent increase in employees.~~

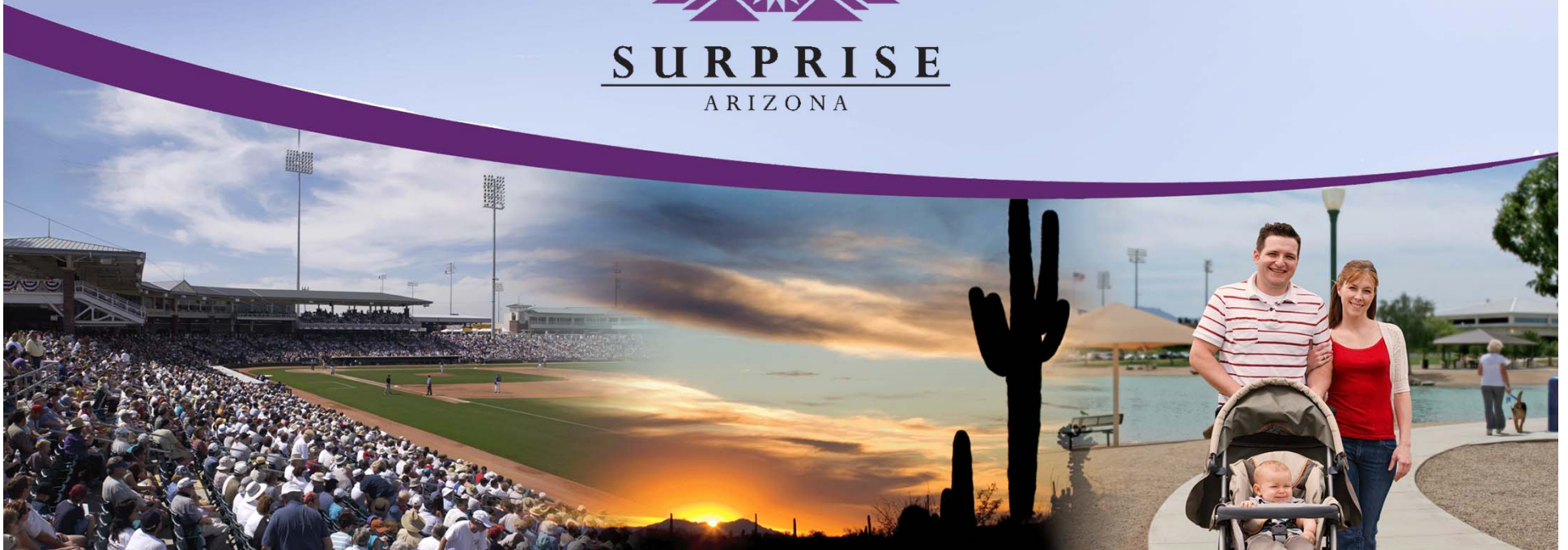
Sec. 109-5349. - Penalties for violation.

Any person found to have violated any provision of this article shall be guilty of a class 1 misdemeanor.

Secs. 109-50—109-53. - Reserved.

City Council Public Hearing Surprise Heritage District

June 21, 2016



Today's Agenda



I. Zoning Text Amendment

- Create Surprise Heritage District (SHD)
- Create Residential Overlay (RO) and Commercial Overlay (CO)

II. Rezoning Action

- Apply SHD zoning to all properties within the OTS
- Apply RO zone to the residential areas
- Apply CO zone to the commercial areas

III. "Infill Incentive District"

- Discuss text amendment

IV. Project Summary

V. Questions & Comments

I. ZONING TEXT AMENDMENT



Creating the Surprise Heritage District



City of Surprise

Specific Plan for the
Revitalization of the
Original Townsite

Prepared for the City by:
Community Sciences Corporation
3900 East Camelback Road, Suite 611
Phoenix, AZ 85018



Municipal Code of Ordinances
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Section 122-69.1- Surprise Heritage District (SHD)

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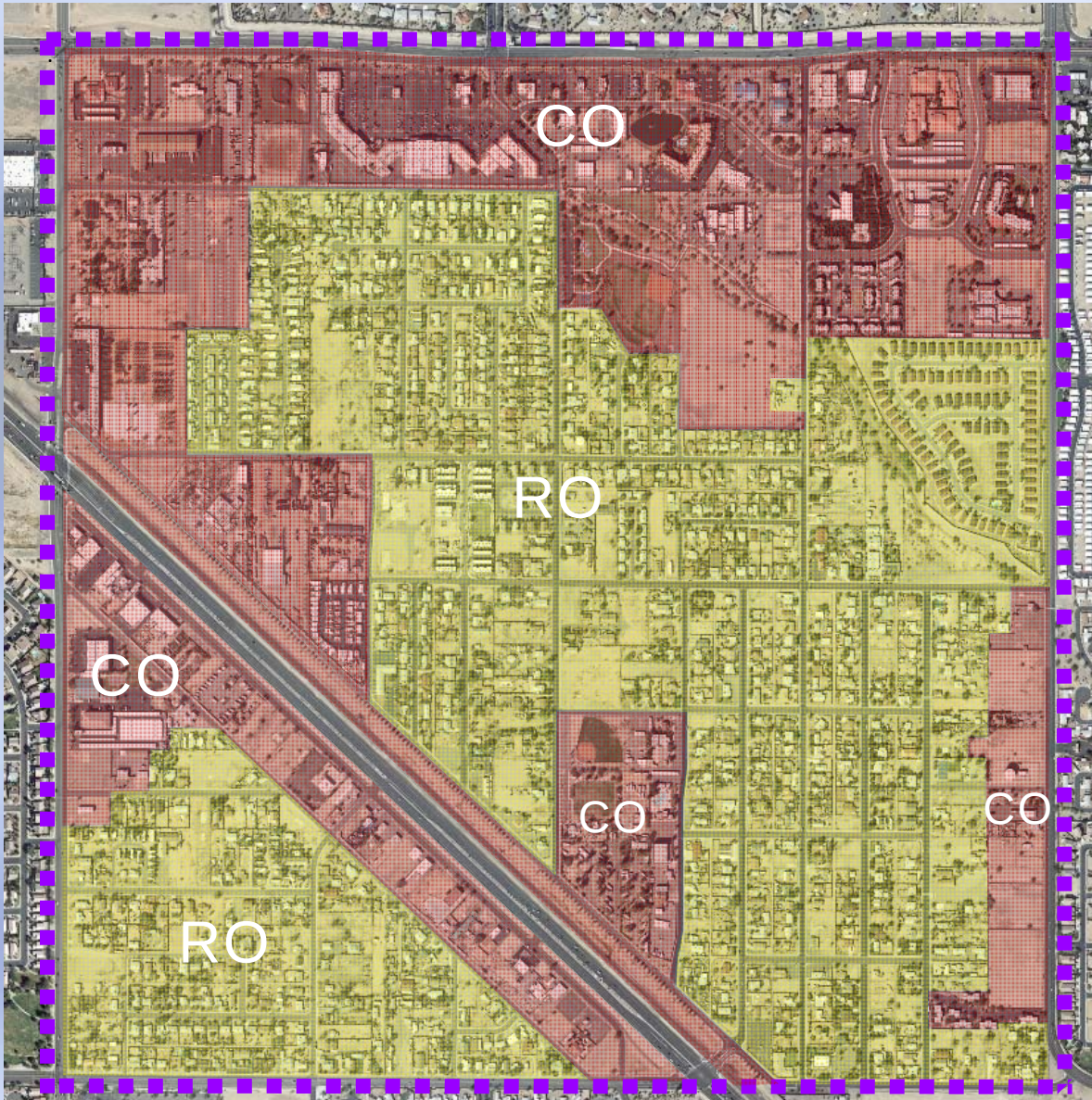
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- Introduction of new "Land Use" terms
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- Not required for all properties, preferred
- Goal to have all properties associated with one of the overlay zones
- New Land Use Matrix created from the OTS Revitalization Plan and public input

I. ZONING TEXT AMDENMENT



Design Requirements for ALL Properties

- Only applies to new construction or a major renovation
 - Doesn't require existing buildings or homes to change, unless owners wants to make a change
- Promotes desired pedestrian scale by **requiring front porches** on new homes or major renovations
- Architectural features of all buildings and structures shall reflect the historical character of Phoenix-valley architecture from the 1880's to the 1950's
- Examples shown below are residential but similar construction can be used for commercial buildings
- Still allows for walls in the back yard and short view fences in the front

***Sample image from proposed text amendment**

Architectural Styles that Reflect the History of the Southwest



California Bungalow



Craftsman Bungalow



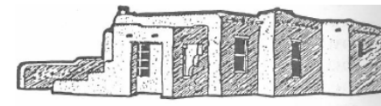
Spanish Colonial Revival



Classical Bungalow



Southwest Style



Pueblo Revival

I. ZONING TEXT AMDENMENT



Different From Traditional Single-family Residential Neighborhoods

The **Residential Overlay (RO)** allows for a variety of residential land uses

- single-family, possible for more than 1/property
- duplex, or architecturally integrated apartments
- live/work units
- Consolidates a Variety of residential zoning
 - RL-5 and RM-6 become SHD-RO

New Development standards may help bring current “legal, non-conforming” properties into conformance

- Smaller setbacks
- Increased maximum Lot Coverage
- Allow more than 1 accessory structure
- Obtain financing from lenders

The RO promotes desired pedestrian scale with flexible front yard setbacks.

Introduces “cottage industry” into the OTS

- Help economic base between home based businesses and conventional businesses

Allows Manufactured Homes

- Must meet specific use standards and SHD design standards

Different From Traditional Commercial Development

The **Commercial Overlay (CO)** consolidates commercial land uses into one zoning overlay

- Merge commercial/industrial zoning districts
- CN, CC, CR, IL districts will become SHD-CO
- Promote the local arts and businesses that are compatible and support the residential neighborhood

New Land Use Matrix is easy to read

- Includes all desired existing land uses
- Excludes intense commercial/industrial uses
- Adds new land uses to attract new businesses

Allows Variety of Development Projects

- Mix of neighborhood-scale commercial, retail, entertainment and mixed-use development
- Promotes integrated-use development projects
- Allows multi-family and true mixed-use buildings

Prohibits new CR and IL land use after rezoned

- This will not take away existing land use right
- Properties may opt-out of the City rezoning application to retain existing zoning

The CO promotes pedestrian activity

- Requiring pedestrian connections or trails to adjacent properties and neighborhoods

I. ZONING TEXT AMDENMENT



Home Occupation VS. Cottage Industry

- A small business conducted as an accessory to the residence
- Both protect against adverse effects of activities associated businesses in residential areas
- Hours of operation are defined as 8am-8pm

Home Occupation

- No outside employees
- Must use less than 25% of home
- Can't be done outside the home nor in shed/work shed
- No advertising allowed
- General list of allowed businesses (not exclusive)
- Some businesses are specifically prohibited

Cottage Industry

- Allow a small number of employees
- May use up to 50% of the home
- Activities are allowed outside the house (must be screened)
- Small signage is allowed to **identify** a business in the home
- Wider range of business types can be a "Cottage Industry"

Type of Business	Home Occupation	Cottage Industry
Beauty shops and Barber shops	Prohibited	Allowed
Photo Studio	Prohibited	Allowed
Pottery and Art Studio	Only allowed in home	Allowed in Shed/Garage
Restaurants	Prohibited	Allowed
Small Appliance Repair	Prohibited	Allowed

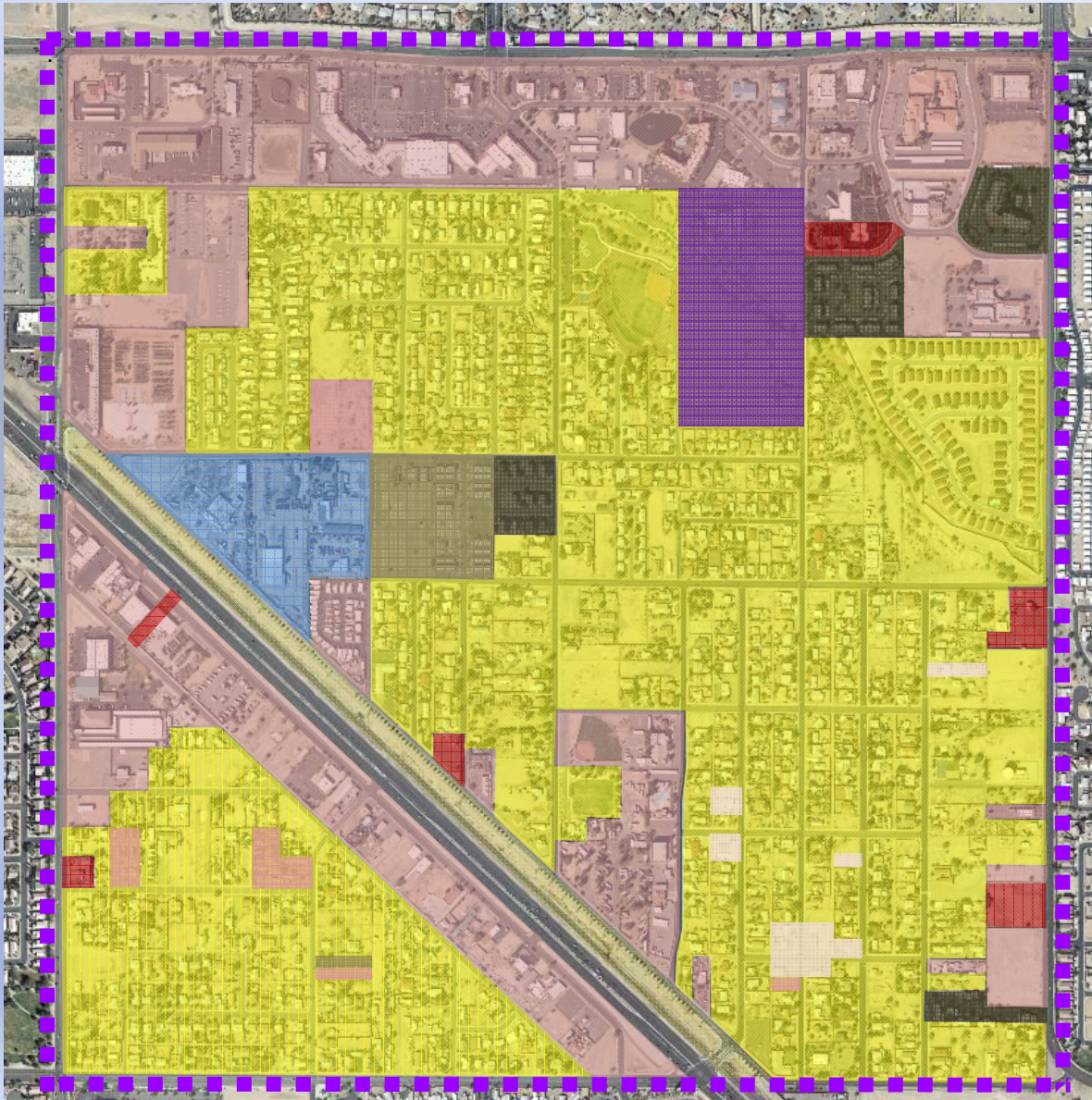
I. ZONING TEXT AMDENMENT



Cottage Industry



II. REZONING ACTION – SHD



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH

Apply SHD Zoning

SURPRISE HERITAGE DISTRICT (SHD)

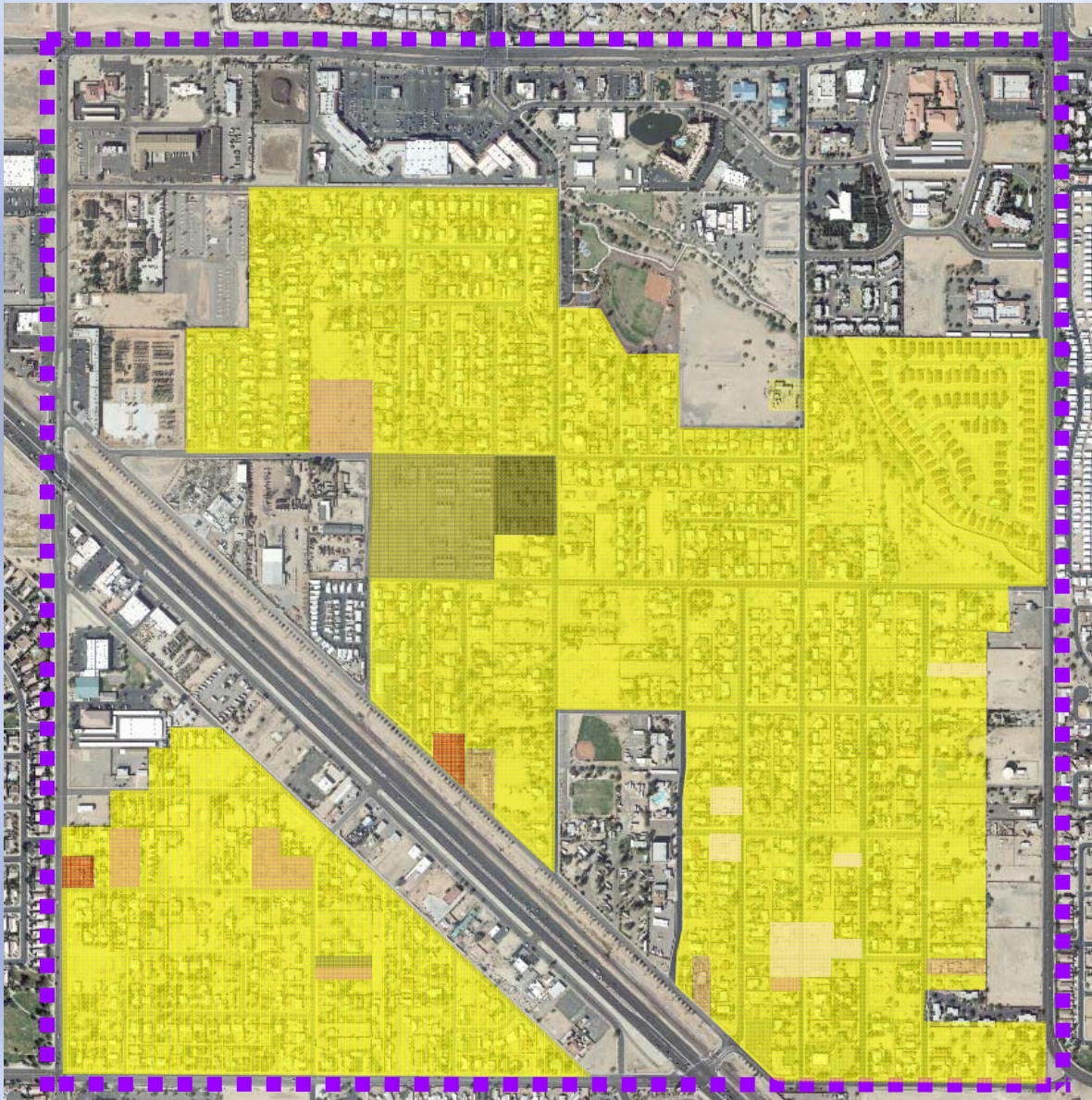
Comprehensive design standards

- Ensures that the desired character and architecture is implemented throughout the entire OTS

Works in union other zoning regulations

- Does not change allowed land use regulations
- Does not change development standards

II. REZONING ACTION – SHD-RO



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH
SHD		

Apply SHD-RO Zoning

Current Zoning:

- RL-5, RM, RH, PAD, CN, CC, CR

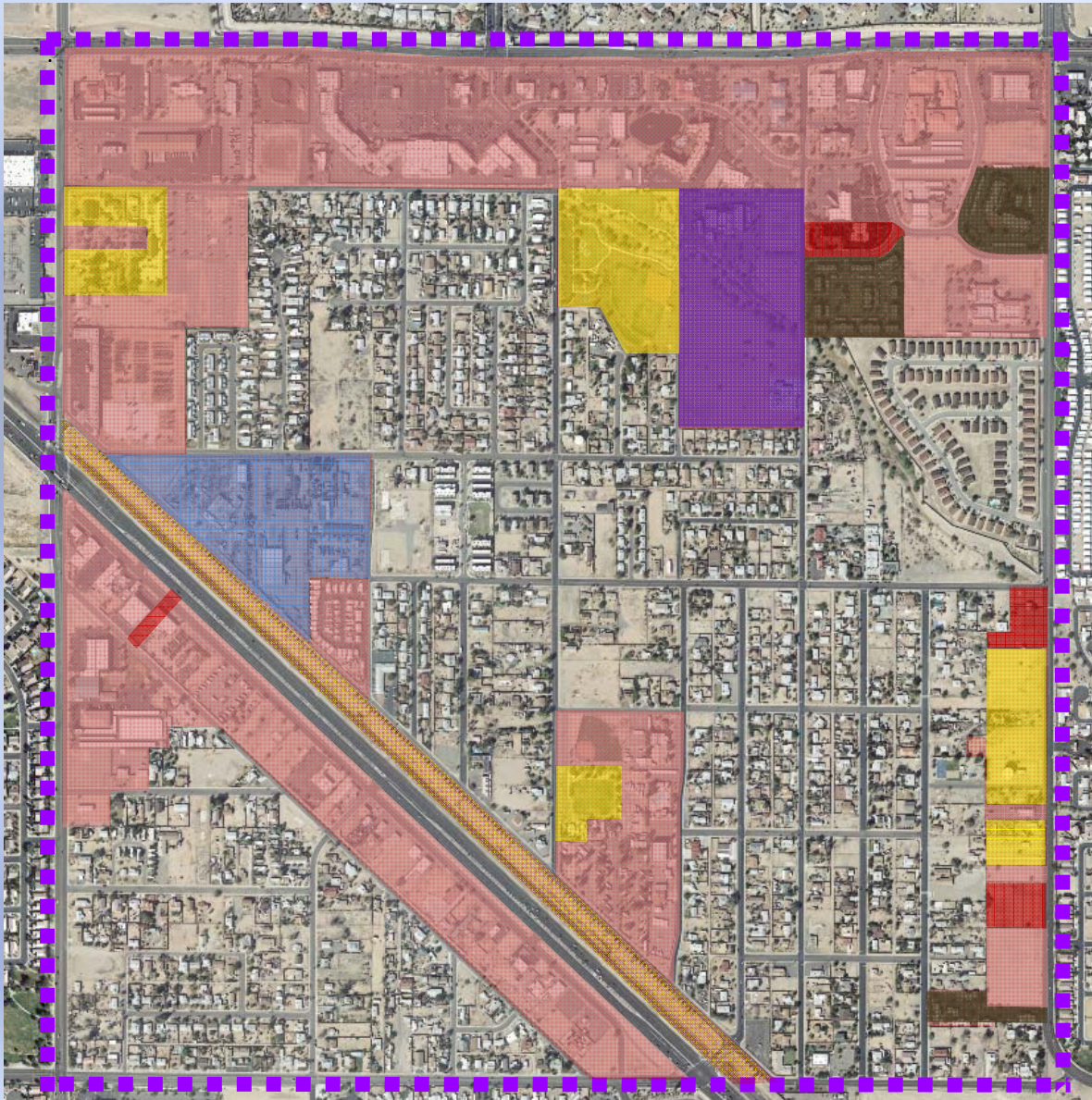
Proposed Zoning:

- SHD-RO

Area: ???

Quantity: 1,135 parcels

II. REZONING ACTION – SHD-CO



OTS Existing Zoning

CN	PAD	RL-5
CC	IP	RM
CR	RR	RH
SHD		

Apply SHD-CO Zoning

Current Zoning:

- RL-5, RH, PAD, CC, CR, IP

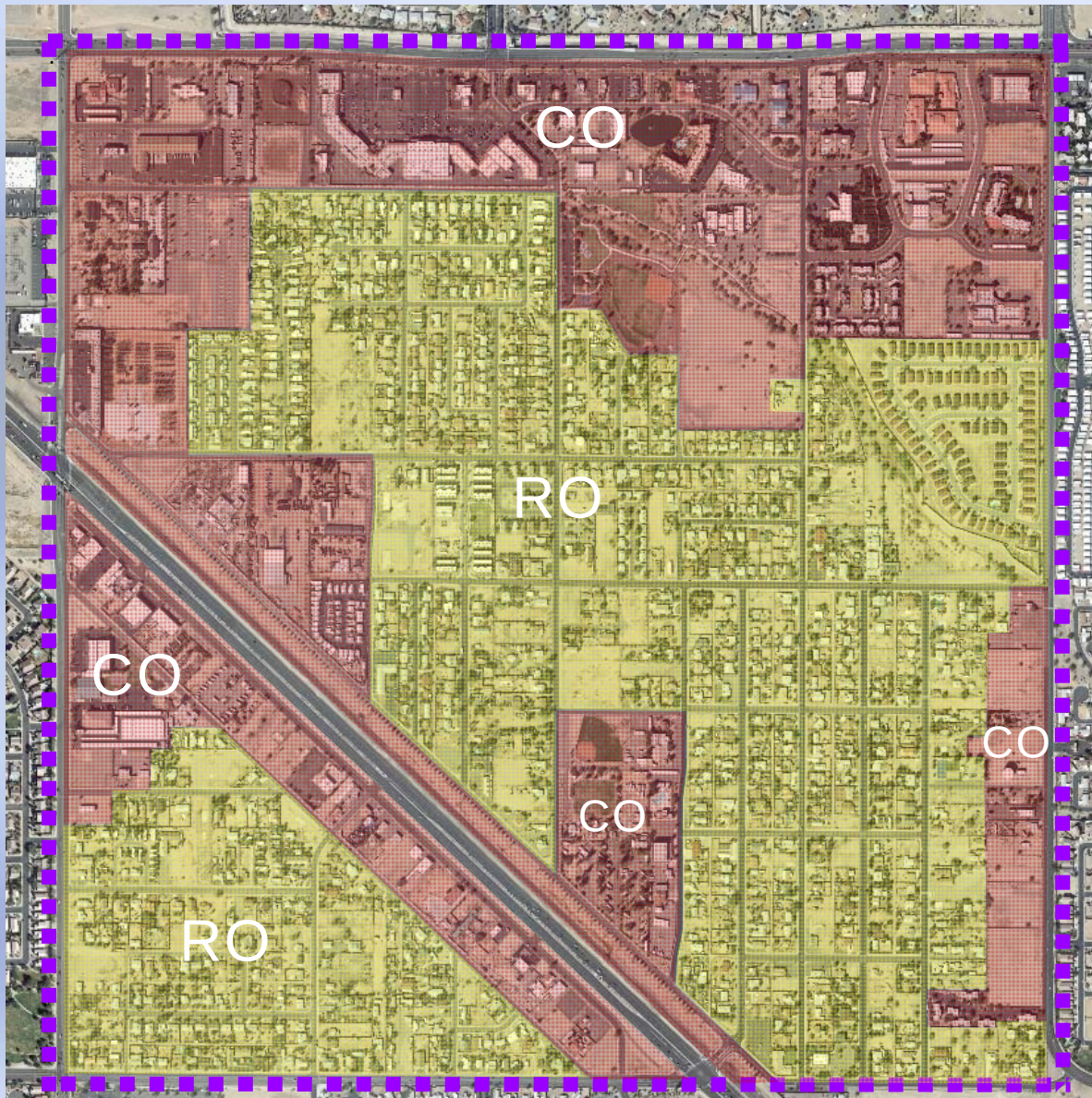
Proposed Zoning:

- SHD-CO

Area: ???

Quantity: 224 parcels

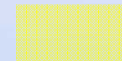
II. REZONING ACTION



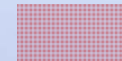
Heritage District Zoning



SHD



SHD-RO



SHD-CO

III. INFILL INCENTIVE DISTRICT



Development Incentives Comparison Table

Development Incentive	Removed/ Retained/Added	Analysis
Residential Development – 100% Waiver of Surprise Development Impact Fees	Retained	Beneficial to residents
NEW OR EXPANDING Commercial Development – 100% waiver of building permit and plan review fees	Retained	Beneficial to residents
NEW OR EXPANDING Commercial Development – <u>100% Waiver of Surprise Development Impact Fees</u>	ADDED	Provides addition financial incentives to attract business into the OTS
Expedited plan review services	Removed	Timelines identified within this section reflect a similar review time that is established within the Community Development Department.
Administrative rezoning	Removed	This section is only eligible for property with the SHD-CO and SHD-RO zones.
Cottage Industry businesses affiliated with a local-oriented small business promotion organization (such as “Local First Arizona”) shall be <u>exempt from paying the annual City of Surprise Business License fee</u>. Proof of such affiliation must be presented annually to the City.	ADDED	Provides additional financial incentives for residents that hope to provide bring business into the OTS

IV. Project Summary



Zoning Text Amendment Surprise Heritage District (SHD)

- A. Zoning Text Amendment
 - 1. Consolidate existing regulations into a single document
 - 2. Create Surprise Heritage District
 - 3. Create two new overlay zones
 - a. Residential Overlay
 - b. Commercial Overlay
- B. Apply existing design standards universally throughout the whole OTS

City Initiated Rezoning Application Residential Overlay (RO) Commercial Overlay (CO)

- A. Rezone Properties within the OTS
 - 1. Residential Properties will become SHD-RO
 - 2. Commercial Properties will become SHD-CO
- B. Apply development standards and land uses based on overlay zone
- C. Property owners will have the right to opt-out of the overlay and retain exiting zoning, associated regulations.
 - 1. For example, a 'CN' commercial property will be SHD-CN
 - 2. For example, a 'RL-5' residential property will be SHD-RL-5

Questions or Comments?

ARIZONA REVISED STATUTES



Fifty-second Legislature - Second Regular Session

9-499.10. Infill incentive districts

A. The governing body of a city or town may designate an infill incentive district in an area in the city or town that meets at least three of the following requirements:

1. There is a large number of vacant older or dilapidated buildings or structures.
2. There is a large number of vacant or underused parcels of property, obsolete or inappropriate lot or parcel sizes or environmentally contaminated sites.
3. There is a large number of buildings or other places where nuisances exist or occur.
4. There is an absence of development and investment activity compared to other areas in the city or town.
5. There is a high occurrence of crime.
6. There is a continuing decline in population.

B. If the governing body establishes an infill incentive district, it shall adopt an infill incentive plan to encourage redevelopment in the district. The plan may include:

1. Expedited zoning or rezoning procedures.
2. Expedited processing of plans and proposals.
3. Waivers of municipal fees for development activities as long as the waivers are not funded by other development fees.
4. Relief from development standards.



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date: June 21, 2016
Submitting Department: City Mgr
Staff Recommendations: None

Contact Person: Bob Wingenroth, City Manager
District: Citywide

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to ordering and calling a special election for November 8, 2016, to submit to the qualified electors of the City of Surprise one question authorizing the issuance and sale of \$63,000,000 principal amount of general obligation bonds; Resolution # 2016-98.

Motion:

I move to approve Resolution # 2016-98.

Background:

In the spring of 2015, the Council designated a Capital Improvement Funding Exploratory Committee to begin looking into the possibility of a bond election for November of 2015. This group of volunteer residents, gauging community input along the way, put together a \$60 million General Obligation (GO) Bond Proposal for the City Council to consider placing on the November 2015 General Election Ballot.

Due to the Dysart Unified School District override initiative last year, the City Council opted to continue the conversation this year to consider placing a GO Bond initiative on the 2016 November General Election ballot. Discussion of a potential bond election and possible projects occurred at multiple City Council meetings, and staff conducted additional significant public outreach- both in person at public meetings and virtually through electronic surveys and communications- to determine community input on recommended projects in preparation for the June 7, 2016 City Council discussion on which projects should be included in a potential bond package and whether or not there should be one ballot question or multiple ballot questions.

On June 7, 2016, the City Council gave direction to staff to include the following projects in a bond package for consideration during the June 21, 2016 meeting:

- Fire Station 304
- Fire Station 308
- Police Property and Evidence Facility
- Land for Future Police/Fire Station/Park
- Public Works Operations Facility
- Greenway Road Improvements
- Litchfield Road Improvements

- Alternative Recreation Concept
- Aquatic Center Expansion

Additionally, the City Council provided direction to staff to prepare the documents for a possible call to election to have only one ballot question that identifies the cost breakdown by major categories of projects: public safety, roads, and recreation.

Staff has prepared the documentation accordingly, and the item for consideration and possible action at this June 21 Council meeting will potentially advance a bond election to the voters in November.

Objective Analysis:

Approval of this Resolution tonight sets in motion the process for a General Election ballot question in November 2016 to approve General Obligation bonds in the amounts specified. Next steps in the process include: notification to the County Elections Department of the City's intent to call for an election; requesting of arguments for and against the authorization; and finalization of the voter information pamphlet in preparation for a November 2016 election.

Policy Compliant:

Consideration and possible action on a bond election is consistent with all applicable regulations regarding consideration of issuance of voter-approved general obligation bonds. The public outreach that has been conducted and subsequent discussions at Council meetings has also been consistent with City and Council policy and operational procedures regarding public engagement.

Financial Impact:

If ultimately approved by the voters, this bond package will provide \$63 million dollars of funding to provide for the design and construction of the nine projects listed previously. Ongoing operational costs will need to be incorporated into future operating budgets at such time as they can be absorbed within the growth of the operating budget of the city overall.

Budget Impact:

The proposed FY2017 Final Budget includes \$6 million in contingency for a potential voter approved bond package. Additional action by City Council will be required to begin work on the voter approved projects. The amount included in the FY2017 budget will allow for the funding of initial costs associated with the projects. The additional capital and operating costs associated with the projects will be included in future fiscal year budgets.

FTE Impact:

Although there is no direct FTE impact from this item specifically, if approved by voters, the bond projects will require additional FTE in the future to operate and maintain the projects that are constructed.

ATTACHMENTS:

Click to download

☐ [Resolution # 2016-98 Ordering and Calling Bond Election](#)

RESOLUTION # 2016-98

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, IN AND FOR THE CITY OF SURPRISE, ARIZONA, TO SUBMIT TO THE QUALIFIED ELECTORS THEREOF ONE QUESTION OF ISSUING AND SELLING BONDS PAYABLE FROM SECONDARY (AD VALOREM) PROPERTY TAXES.

WHEREAS, the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as the "City"), determine that certain, future capital needs of the City can be financed best through the issuance and sale of bonds of the City, the debt service with respect to which shall be paid through the levy of secondary (ad valorem) property taxes; and

WHEREAS, pursuant to Section 35-452, Arizona Revised Statutes, as amended, the Mayor and Council of the City must order an election to determine whether such indebtedness shall be authorized (hereinafter referred to as the "Election").

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

Section 1. (A) That the Election, in and for the City, be and the same is hereby ordered and called to be held on November 8, 2016, at which time there shall be submitted to the qualified electors of the City the question of authorizing the sale and issuance of bonds of the City in the aggregate principal amounts and for the purposes set forth in the official ballot for the Election (hereinafter referred to as the "Official Ballot").

(B) That the aggregate principal amount of the bonds to be authorized at the Election shall be \$63,000,000; the maximum rate of interest to be paid therein shall be not more than six percent (6%) per annum; the minimum and maximum number of years bonds of any issue or series authorized at the Election may run from their date shall be five (5) years and twenty-one (21) years, respectively; the purposes for which the money derived from the sale of the bonds will be expended shall be as more fully set forth in the Official Ballot; the City currently has no general obligation tax debt outstanding and the constitutional debt limit of the City is \$285,873,810, being twenty-six percent (26%) of the net assessed full cash value of the taxable property in the City (which debt limit is based on an estimated value provided by the assessor of Maricopa County, Arizona (hereinafter referred to as the "County") for 2016).

Section 2. That the Official Ballot shall be in substantially the form attached hereto as Exhibit "A."

Section 3. (A) That notice of the Election shall be given by mailing an informational pamphlet (hereinafter referred to as the "Informational Pamphlet") to each household within the City that contains a registered voter not less than thirty-five (35) days before the date of the election.

(B) That the Informational Pamphlet shall be prepared by the Clerk of the City, and the Clerk of the City is hereby authorized and directed to cause the Informational Pamphlet to be provided as and under the circumstances described herein in the form she deems acceptable. The Clerk of the City is hereby authorized and directed to submit, within thirty (30) days after the date of the Election, a copy of the Informational Pamphlet to the Arizona Department of Revenue.

(C) That, pursuant to Section 35-454, Arizona Revised Statutes, as amended, the City hereby sets the date of August 12, 2016, at the hour of 5:00 p.m., as the deadline to submit arguments "for" and "against" the authorization to issue the bonds.

(D) The Clerk of the City is hereby authorized to request arguments "for" and "against" the subject matter of the Election by providing the notice in the form and by the means provided in the form attached hereto and marked Exhibit "B" (hereinafter referred to as the "Request for Arguments"). The Clerk of the City is authorized to revise the form of notice hereto as necessary to comply with all applicable laws.

Section 4. That the Informational Pamphlet shall contain the information required by Section 35-454, Arizona Revised Statutes, as amended, and shall be in a form the Clerk of the City deems acceptable.

Section 5. That the Clerk of the City is hereby authorized and directed to have the Official Ballot printed, delivered to the appropriate locations and then forwarded to the qualified electors of the City offering to vote at the Election.

Section 6. That in order to comply with the Voting Rights Act of 1965, as amended, the following materials pertaining to the Election shall be translated into Spanish and mailed or distributed in each instance where mailing or distributing of such materials is required, to-wit: Request for Arguments, Informational Pamphlet, Official Ballot, Absentee/Early Voting Materials and Voting Instructions.

Section 7. (A) That the Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.

(B) That absentee/early voting with respect to the Election shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.

(C) That the Election may be conducted using either electromechanical or electronic vote recording and ballot counting equipment or paper ballots, as shall be determined to be in the best interests of the City by the Clerk of the City and as authorized by Arizona Revised Statutes.

(D) That the Clerk of the City is authorized and directed to enter into contracts with the County Recorder of Maricopa County to obtain precinct registers for the Election and to enter into agreements with the Elections Department of Maricopa County to conduct the Election for the City.

(E) That all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City.

(F) That the Clerk of the City is hereby authorized to take all necessary action to facilitate the Election.

Section 8. (A) That the official returns from the Election shall be made to the Mayor and Council of the City within twenty (20) days from the date of the Election and the Election shall be canvassed and the results thereof certified by the Mayor and Council of the City at a meeting to be held within twenty (20) days after the date of the Election, as provided by law.

(B) That the Mayor and Council of the City shall file and record in the office of the County Recorder of Maricopa County a certificate disclosing with respect to the Election the purpose of the Election, the total number of votes cast and the total number of votes for and against creating the indebtedness and stating whether or not the indebtedness is ordered in each case.

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2016-98 was duly passed and adopted by the Mayor and Council of the City of Surprise, Arizona, at a regular meeting held on June 21, 2016, that the vote thereon was ____ ayes, ____ nays, and that the Mayor and ____ Council members were present thereat.

Clerk, City of Surprise, Arizona

EXHIBIT "A"

FORM OF OFFICIAL BALLOT

ISSUANCE OF BONDS PAYABLE FROM SECONDARY (AD VALOREM)
PROPERTY TAX

Shall the City of Surprise, Arizona (the "City"), be authorized to incur indebtedness in the total principal amount of not to exceed \$63,000,000 by the issuance and sale of bonds of the City for the purpose of providing funds (1) in the principal amount of not to exceed \$25,400,000 for public safety projects including the costs to design, engineer, acquire, improve, construct, reconstruct, equip and furnish two fire stations, a police property and evidence facility, land for a future combined police, fire, and park facility, and a public works operation facility; (2) in the principal amount of not to exceed \$29,100,000 for parks and recreation projects including the costs to design, engineer, acquire, improve, construct, reconstruct, equip, furnish, and expand an aquatic center, and a large regional park including, but not limited to, land for a future recreation center/field house, fields, courts, playgrounds, parking, walking paths, landscaping, ramadas, restrooms and all necessary and related facilities and equipment; (3) in the principal amount of not to exceed \$8,500,000 for two transportation projects including the costs to design, engineer, acquire, improve, construct, and reconstruct Greenway Road just east and west of the Loop 303 Freeway and Litchfield Road south of Sweetwater Avenue north of Desert Cove Road and any and all appurtenances or land therefor by purchase or any other method of acquisition and to pay all costs incidental to any of the foregoing and to the sale and issuance of such bonds or any series thereof, to be issued as general obligation bonds of the City, payable from secondary (ad valorem) property taxes levied upon all of the taxable property in the City, to mature not more than 21 years from their date and to bear interest at a rate of not to exceed 6% per annum?

The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on the bonds.

A "YES" vote shall authorize the governing body of the City to issue and sell \$63,000,000 of general obligation bonds of the City to be repaid with secondary property taxes.

A "NO" vote shall not authorize the governing body of the City to issue and sell such bonds of the City.

BOND APPROVAL, YES ☐

BOND APPROVAL, NO ☐

EXHIBIT "B"

FORM OF REQUEST NOTICE

REQUEST FOR ARGUMENTS FOR AND AGAINST THE
AUTHORIZATION OF SALE AND ISSUANCE OF BONDS
PAYABLE FROM A SECONDARY (AD VALOREM) PROPERTY
TAX BY THE CITY TO BE CONSIDERED BY THE VOTERS OF
THE CITY OF SURPRISE, ARIZONA, AT AN ELECTION TO BE
HELD ON NOVEMBER 8, 2016

Pursuant to Resolution No. 2016-98 adopted by the Mayor and Council of the City of Surprise, Arizona, (the "City"), on June 21, 2016 (the "Resolution"), a special election in and for the City was ordered and called to be held on November 8, 2016 (the "Election"). Notice of the Election will be given by mailing an informational pamphlet. Such information is to include arguments for and against the authorization of the issuance of bonds payable from a secondary (ad valorem) property tax by the City to be considered at the Election. (The text of the questions to be considered at the Election is included in the Resolution which is available at the Office of the Clerk of the City at 16000 N. Civic Center Plaza, Surprise, Arizona 85374.) Any person interested in providing any such argument is hereby requested to provide the same to the Clerk of the City at the address indicated above before 5:00 p.m., Arizona time on August 12, 2016. If you have any questions about the foregoing, please contact the Clerk of the City at (623) 222 1200.

/s/ Sherry Aguilar

.....

City Clerk, City of Surprise, Arizona

This Request (along with Spanish translation thereof) shall be posted at all places at which notices of meetings of the Mayor and Council of the City are posted and published as necessary to comply with all applicable laws.



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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

Council Meeting Date:	June 21, 2016	Contact Person:	Hobart Wingard - Community Development
Submitting Department:		District:	4
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action approving an Original Townsite Incentive Program to pay for building permit and building plan review fees for the Dysart Mini Storage Project; Resolution # 2016-76.

Motion:

I move to approve/deny Resolution # 2016-76.

Background:

The applicant is seeking incentives provided under the Original Townsite Incentive (OTI) program found in Section 109-51 of the Surprise Municipal Code. This program includes the waiver of building permit and building plan review fees for projects located in the Original Townsite. The budget amendment request will reallocate \$38,600 to cover the city payment of the building permit and building plan review fees.

Objective Analysis:

It is anticipated that the overall design elements of the proposed facility will be another step towards the vision of an area envisioned by City Council, Planning and Zoning Commission, and Citizen Task Force in 2002 as well as a similar vision embraced by current City Leaders.

Policy Compliant:

This action is consistent with City and Council Policy.

Financial Impact:

The one-time cost of the building permit and building plan review fees paid by the city on behalf of the applicant total approximately \$38,600. These funds will be deposited as revenue into the city's General Fund.

Budget Impact:

Funding for these types of incentives are not typically included in the adopted budget. If approved, the FY2016 Annual Budget will be amended by this action, reallocating appropriations among lawfully available appropriations and does not represent an actual transfer of funds, but only spending authority. The reallocation does not increase or decrease the total budget. The budget amendment will move \$38,600 from General Fund contingency to the Community Development Department's General Fund services budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS15-216 - Dysart Mini Storage OTI - Staff Report](#)
 - ☐ [01 - FS15-216 - Dysart Mini Storage OTI - Vicinity Map](#)
 - ☐ [02 - FS15-216 - Dysart Mini Storage OTI - Original Proposed Site Plan](#)
 - ☐ [03 - FS15-216 - Dysart Mini Storage OTI - Currently Proposed Site Plan](#)
 - ☐ [04 - FS15-216 - Dysart Mini Storage OTI - Originally Proposed Elevations](#)
 - ☐ [05 - FS15-216 - Dysart Mini Storage OTI - Currently Proposed Elevations](#)
 - ☐ [06 - FS15-216 - Dysart Mini Storage OTI - Presentation](#)
 - ☐ [07 - FS15-216 - Dysart Mini Storage OTI - Resolution](#)
-



ORIGINAL TOWNSITE INCENTIVE

REPORT TO THE CITY COUNCIL

Case: FS15-216

Project Name: Dysart Mini Storage Original Townsite Incentive (OTI)

Council District: 4 - Mulberry

City Council Date: June 21, 2016

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

Owner: Dysart Mini Storage Holdings, LLC

Applicant: Cooper Architecture and Design

Request: The applicant is seeking incentives provided under the Municipal Code regarding the construction of a ministorage facility.

Site Location: Northeast of the northeast corner of North Dysart Road and West Central Avenue

Site Size: 1.04 acres (approx.)

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: No communication regarding support or opposition was received.

Project Description:

The applicant is seeking incentives provided under the Original Townsite Incentive (OTI) program found in Section 109-51 of the Surprise Municipal Code. This program includes the waiver of building permit and building plan review fees for projects located in the Original Townsite. The budget adjustment request will reallocate \$38,600 by requesting a budget change request to cover the city payment of the design review and development impact fees.

History:

- The subject parcel was part of the original incorporation of the Town of Surprise on December 12, 1960.
- The applicant met with staff for a Concept Review Meeting on August 28, 2014.
- The applicant submitted for a Conditional Use Permit on May 5, 2015.

- The Dysart Mini Storage Conditional Use Permit was approved by the Planning and Zoning Commission on February 18, 2016.

Summary:

The proposed mini storage facility will provide infill development on a 1.04 acre vacant corner along the western edge of the Original Townsite. The three (3) story structure will provide 63,873 square feet indoor floor area including an approximately 1,000 square foot office. Appropriate parking and loading facilities are provided towards the center of the site to meet the needs of the users of the facility.

Enhanced elevations, earth tone colors, pop out arches, and windows, both faux and functioning, contribute to the aesthetics of the facility that is located close to the streets. The architecture forward setting of the building and the patio and seating areas along each street create a pedestrian oriented atmosphere that is reflective of the goals set in the specific plan for the Original Townsite.

While the zoning of the property is Regional Commercial (CR/C3) and is discouraged in the Specific Plan for the Revitalization of the Original Townsite, staff recognizes the lengths to which the applicant strived to enhance and embrace the elements of the Original Townsite.

It is anticipated that the overall design elements of this facility will be another step towards the vision of an area envisioned by City Council, Planning and Zoning Commission, and Citizen Task Force in 2002 as well as a similar vision embraced by current City Leaders.

Findings:

- The proposed OTI program is consistent with the Surprise General Plan 2035.
- The proposed OTI program is consistent with the Surprise Municipal Code.
- The proposed OTI program is not consistent with the Specific Plan for the Revitalization of the Original Townsite.

Attachments:

- 01 – Vicinity Map
- 02 – Originally Proposed Site Plan
- 03 – Currently Proposed Site Plan
- 04 – Originally Proposed Elevations
- 05 – Currently Proposed Elevations
- 06 – Resolution 2016-76

VICINITY MAP



West Point
Towne Center

Dysart Road

Site

Original
Townsite

Grand Avenue

Central Avenue

Original
Townsite

501-16-428
ZONED - P.A.D.
WEST POINT TOWN CENTER
RESIDENTIAL LAND USE

501-16-430
ZONED - P.A.D.
WEST POINT TOWN CENTER
RESIDENTIAL LAND USE

501-16-431
ZONED - P.A.D.
WEST POINT TOWN CENTER
RESIDENTIAL LAND USE

501-16-432
ZONED - P.A.D.
WEST POINT TOWN CENTER
RESIDENTIAL LAND USE

501-16-433
ZONED - P.A.D.
WEST POINT TOWN CENTER
RESIDENTIAL LAND USE

501-16-434
ZONED - P.A.D.
WEST POINT TOWN CENTER
RESIDENTIAL LAND USE

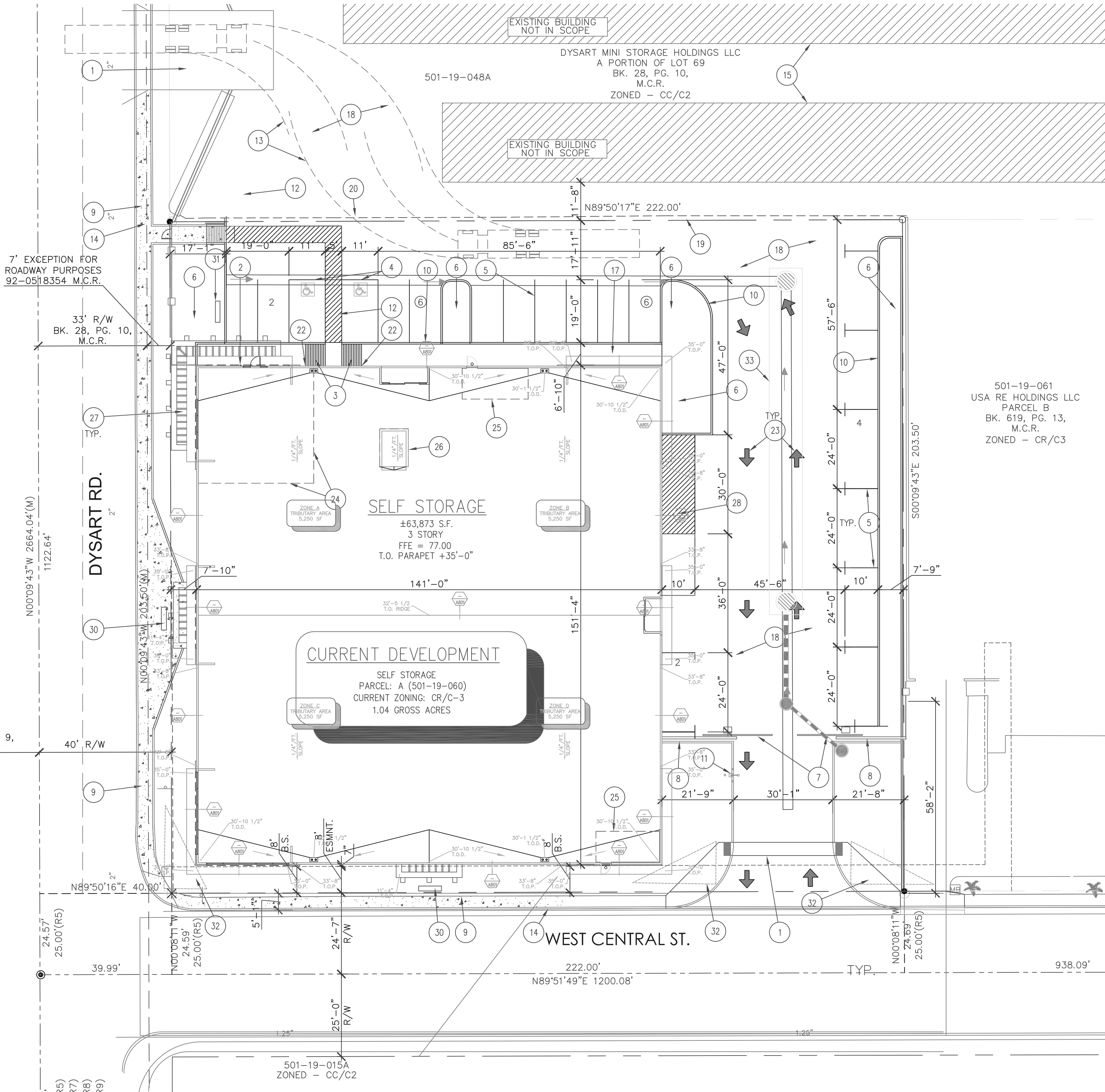
DATA

DEVELOPER:
DYSART MINI STORAGE HOLDINGS LLC
15821 N. DYSART RD
SURPRISE, ARIZONA 85374
PHONE(623) 632-7272
FAX (480) 777-2029
CONTACT: -

DESIGNER:
COOPER ARCHITECTURE AND DESIGN
16759 W.WEYMOUTH RD
SURPRISE, ARIZONA 85374
PHONE (602) 690-7384
FAX (602) 795-0088
CONTACT: TONY COOPER
tcooper1011@GMAIL.COM

CONTRACTOR:
TLW CONSTRUCTION
219 S. WILLIAM DILLARD RD
BLDG 3 SUITE 131
GILBERT, AZ 85233
PHONE (480) 374-2944
FAX (480) 834-7008
CONTACT: TARIK WILLIAMS
EMAIL: tarik@tlwconstruction.com

	PARKING CALCULATIONS		
	VEHICLE	BIKE	LOADING
REQUIRED	10	1	1 (10'X20')
PROVIDED	19	4	1 (10'X30')



NAME OF PROJECT: DYSART CUBE SMART MINI STORAGE
USES:

S1- SELF STORAGE
B- OFFICE

S1- BLDG A: AREA - 63,873 SF
HEIGHT- 35'-0"

B- 1000 SF

FIRE PROTECTION:
YES
TYPE II

ADDRESS: NOT YET ASSIGNED
MUNICIPALITY: CITY OF SURPRISE
CURRENT ZONING: CR/C3
PROPOSED ZONING: CR/C3

S.U.P. REQUIRED: NO
C.U.P. REQUIRED: YES
A.P.N.: 501-19-060

GROSS SITE AREA:
ACRES- 1
S.F. - 45,177
NET SITE AREA:
ACRES- .90
S.F. - 42,176

CURRENT CODES:

2012 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL RESIDENTIAL CODE
2012 INTERNATIONAL MECHANICAL CODE
2012 INTERNATIONAL AND UNIFORM PLUMBING

2012 INTERNATIONAL GREEN CONSTRUCTION CODE
2011 NATIONAL ELECTRICAL CODE
2012 INTERNATIONAL FIRE CODE W/ CITY AMENDMENTS
2012 INTERNATIONAL ENERGY CONSERVATION CODE

PARKING REQUIREMENTS

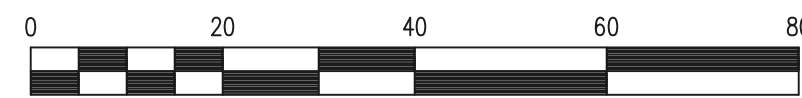
1 PARKING SPACE PER 50 STORAGE UNITS
480 STORAGE UNITS/50 = 10 SPACES REQUIRED
19 PARKING SPACES PROVIDED
1 TRUCK PARKING SPACE AT 10'X30'
1 SPACE FOR OFFICE
2 HC SPACES REQUIRED
4 BICYCLE PARKING SPACES REQUIRED

LANDSCAPE REQUIREMENTS

6,777 SF REQUIRED
7,132 SF PROVIDED
45,177 SF SITE/7,132 PROVIDED = 15.78% LANDSCAPED AREA



SITE PLAN
SCALE: 1"=20'-0"



ICC-REPORT-STUCCO

ICC REPORT FOR WESTERN ONE-COAT SYSTEM.

ESR-2729

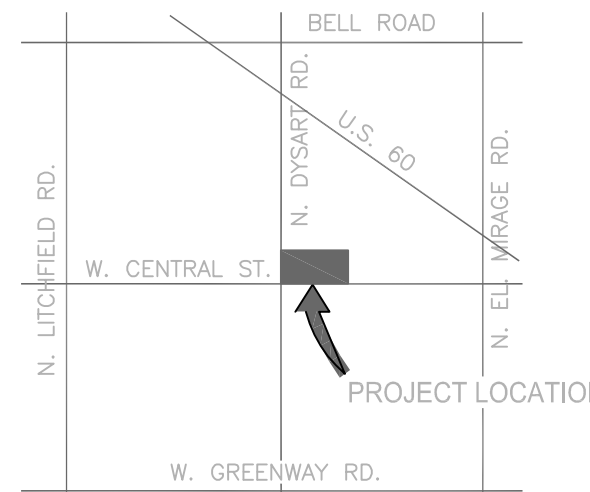
KEYNOTES

1. DRIVE ENTRY
2. FIRE DEPARTMENT KNOX BOX - PAINTED - MOUNT AT +4'-6" A.F.F.
3. A.D.A. ACCESSIBLE RAMP -
4. ACCESSIBLE PARKING STALL -
5. STANDARD PARKING STALL
6. LANDSCAPE AREA - SEE LANDSCAPE
7. SLIDING GATES -
8. 8' HIGH PERIMETER SECURITY FENCE
9. EXISTING CONCRETE SIDEWALK
10. 6" CONCRETE CURB
11. KEYPAD
12. STRIPING ON ASPHALT FOR PEDESTRIAN TRAVEL
13. FIRE APPARATUS TURNING RADIUS
14. EXISTING LIGHT POLES
15. EXISTING BUILDINGS
16. EXISTING FENCE
17. CONCRETE SIDEWALK WITH MEDIUM SALT FINISH (TYP.)
18. ASPHALT DRIVE
19. DEMOLISH AND REMOVE FENCE
20. DEMOLISH AND REMOVE CONCRETE CURB
21. REMOVE EXISTING PARKING STRIPING
22. ACCESSIBLE PARKING SIGN
23. DIRECTIONAL ARROWS
24. OUTLINE OF OFFICE
25. OUTLINE OF STAIRS
26. OUTLINE OF ELEVATOR
27. OUTLINE OF CANOPY, ABOVE
28. 10'X30' LOADING ZONE
29. -
30. PEDESTRIAN BENCH
31. BIKE RACK
32. VISIBILITY TRIANGLE
33. UNDERGROUND RETENTION

GENERAL NOTES

1. ALL MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED FROM VIEW.
2. ALL LIGHTING SHALL BE IN COMPLIANCE WITH THE STATE OF ARIZONA DARK SKY ORDINANCE.
3. THE EXISTING ABOVE GROUND UTILITIES ON DYSART AND CENTRAL WILL BE RELOCATED UNDERGROUND.

VICINITY-MAP

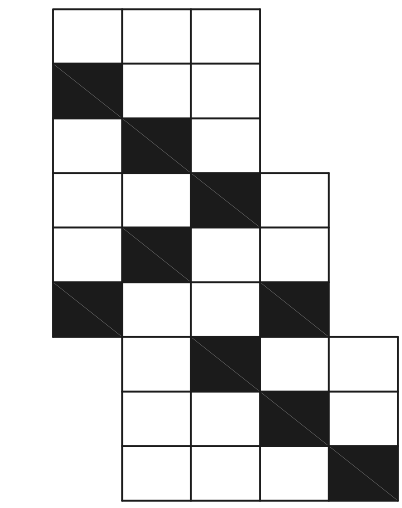


PROJECT NUMBER: DMS
DRAWN BY: TC
CHECKED BY: TC
DATE: OCTOBER-2014

TITLE
SITE-PLAN

AS101

C.A.D.
COOPER ARCHITECTURE
AND DESIGN
2007 EAST CLONAL AVE
PHOENIX, AZ 85020
(602) 690-7384 PHONE
(602) 795-0088 FAX



CITY COMMENTS
1-22-16

DYSART
MINI STORAGE
13078 W. CENTRAL STREET
SURPRISE, ARIZONA

building permit #:

SITE ADDRESS:

ZONING:
C-2

USE:
S-1

CONSTRUCTION TYPE:
II-B

BUILDING HEIGHT:
36'-0"

SITE AREA:

LOT COVERAGE:

BUILDING AREA:

COOPER ARCHITECTURE AND DESIGN
2027 EAST GLENDALE AVE
PHOENIX, ARIZONA 85020
PHONE (602) 690-0088
FAX (602) 690-0088
CONTACT: TONY COOPER
tcooper101@gmail.com

3ENGINEERING
2929 E. CAMELBACK ROAD
SUITE 116
PHOENIX, ARIZONA 85016
PHONE (602) 334-4387
CONTACT: DAN MANN
dan@3engineering.com

NARRATIVE

THIS PROJECT IS A 61,500 SQUARE FOOT CLASS A, STATE OF THE ART, FULLY AIR CONDITIONED SELF STORAGE FACILITY. IT CONSIST OF THREE LEVELS ABOVE GROUND. THE SITE LAYOUT ACHIEVES TH GREATEST ACCESS FOR CUSTOMERS AND EMERGENCY VEHICLES AND PROVIDES ALL NECESSARY SERVICES TO THE PROPERTY AND BUILDING. THE SITE LAYOUT PROVIDES THE GREATEST ACCESS FOR ENTRY AND EXIT POINTS TO THE PROPERTY AND BUILDING VIA CLOSED CIRCUIT SECURITY CAMERAS. TENANTS WILL BE ABLE TO ACCESS THE BUILDING BY KEY CODE. ONLY TENANTS WITH A UNIT ON THE SECOND AND THIRD FLOOR WILL BE ABLE TO ACCESS THOSE FLOORS. EACH FLOOR WILL BE ABLE TO ACCESS THOSE FLOORS. THERE IS A GROUND LEVEL OFFICE WHICH WILL INCLUDE THE MANAGERS DESK, DISPLAY AND SALES OF MOVING GOODS, CUSTOMER BATHROOM AND BUSINESS CENTER AND CONFERENCE ROOM. ACCESS TO THE SECOND LEVEL AND THIRD LEVELS WILL BE BY LARGE ELEVATORS WITH EMERGENCY EGRESS VIA STAIR CASES.

DYSART MINI STORAGE

SURPRISE, ARIZONA

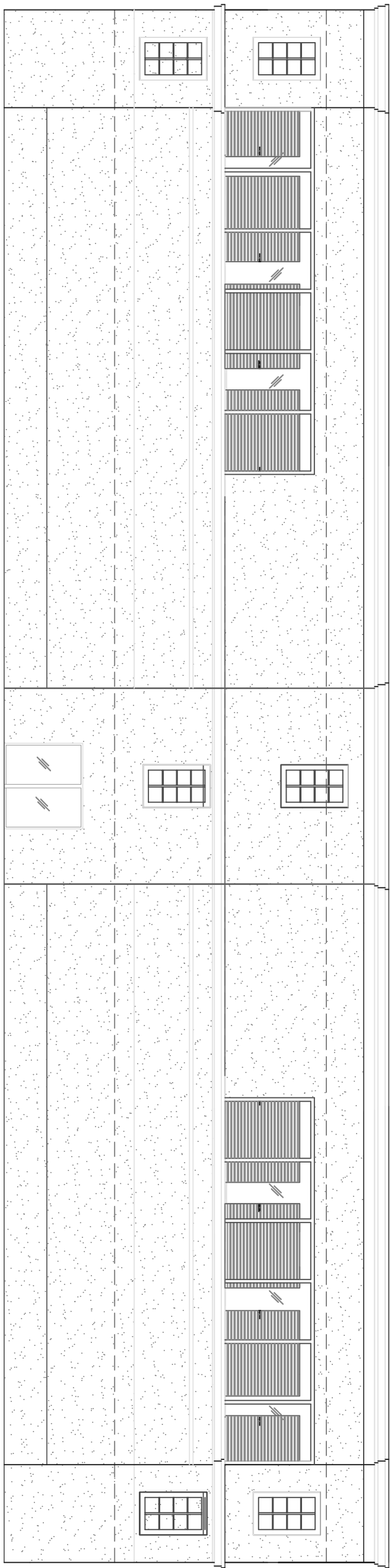
GENERAL NOTES

- CONTRACTOR SHALL KEEP AREA CLEAN AT ALL TIMES DURING CONSTRUCTION.
- ALL DIMENSIONS ARE TAKEN FROM FACE OF GYP. BOARD, MASONRY, OR CONCRETE UNLESS NOTED OTHERWISE. (U.N.O.)
- ALL DOORS ARE TYPICALLY 8' FROM WALL TO FRAME. UNO, CHAIRTY FRAMES, STAINLESS STEEL, ETC.
- PROVIDE MOISTURE RESISTANT GYP. BOARD AT REQUIRED PLUMBING WALLS PER I.B.C.
- SIGNAGE PACKAGE TO BE SUBMITTED UNDER SEPARATE PERMIT. CONTRACTOR TO VERIFY WALL WIDTH AND OPENING PRIOR TO CONSTRUCTION. 2'-0" MIN. CLEARANCE FROM WALL TO SIGNAGE. 8' C.A.S.A. MINIMUM DISTANCE OF 75'-0" APART OF REB FOR DOOR TYPES.
- ALL MILLWORK SHALL BE ARCHITECTURAL GRADE AND HAVE DOVETAIL JOINTS AT ALL DRAWERS.
- SEE ELECTRICAL FOR FURTHER LIGHTING INFORMATION.
- SEE MECHANICAL FOR FURTHER MECHANICAL INFORMATION.
- SEE SHEET A-701 FOR WINDOW TYPES.

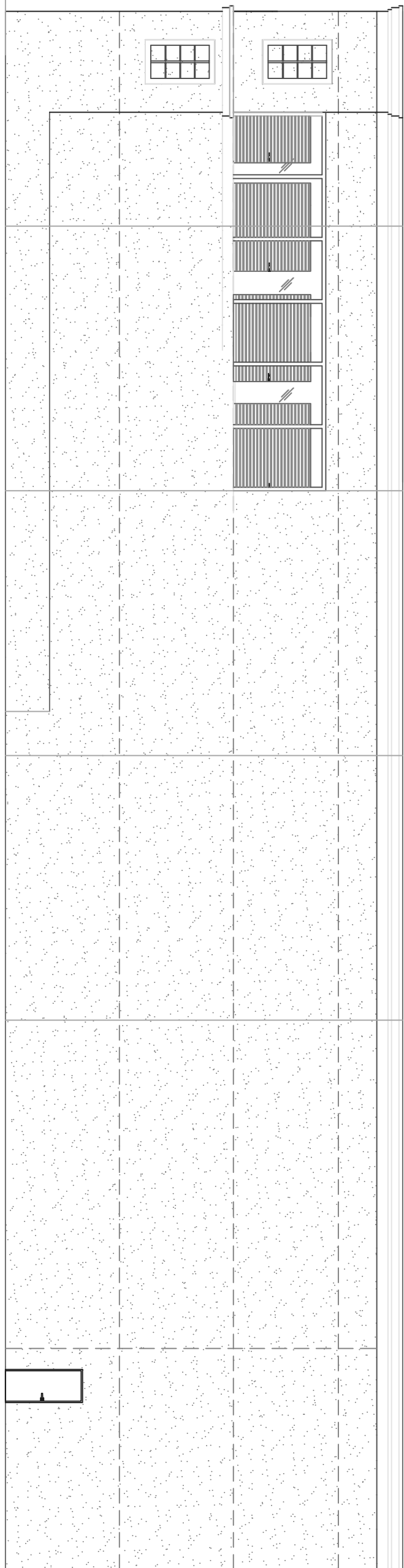
KEYNOTES

- FIRE DEPARTMENT KNOX BOX.
- WALL MOUNTED LIGHT FIXTURE - SEE ELECTRICAL.
- A.D.A. ACCESSIBLE RAMP. SEE DETAIL 5A/A-103.
- STANDARD PARKING STALL. SEE DETAIL 4/A-103.
- ACCESSIBLE PARKING STALL. LANDSCAPE.
- EXIT PAD. SEE DETAIL 6 & 8/A-105.
- ACCESSIBLE GATE. SEE DETAIL 3/A-104.
- CONCRETE PARKING BUMPERS. SEE DETAIL 2/A-104.
- PERIMETER SECURITY FENCE - SEE MECHANICAL.
- MECHANICAL UNITS - SEE MECHANICAL.
- CONCRETE SIDEWALK. SEE DETAIL 1/A-103.
- CONCRETE CURB. SEE DETAIL 2 & 3/A-103.
- CONCRETE DRIVEWAY. SEE DETAIL 6/A-802.
- METAL DOWNSPOUT. SEE DETAIL 6/A-802.
- ASPHALT DRIVE
- 9'X30' TRUCK PARKING
- VISIBILITY TRIANGLE
- 3' HIGH WROUGHT IRON FENCE W/PINCHED PICKET.
- 8' HIGH WROUGHT IRON FENCE WITH PINCHED PICKET.
- 1 TON HYAC UNIT. SEE MECHANICAL.
- CANOPY
- STAMPED DECORATIVE CONCRETE DRIVEWAY.
- ELEVATOR PENTHOUSE.
- 8" BOLLARD. SEE DETAIL 10/AS102
- ACCESS GATE
- STAIR SHUTT BELOW.

3 WEST ELEVATION SCALE: 3/32"=1'-0"

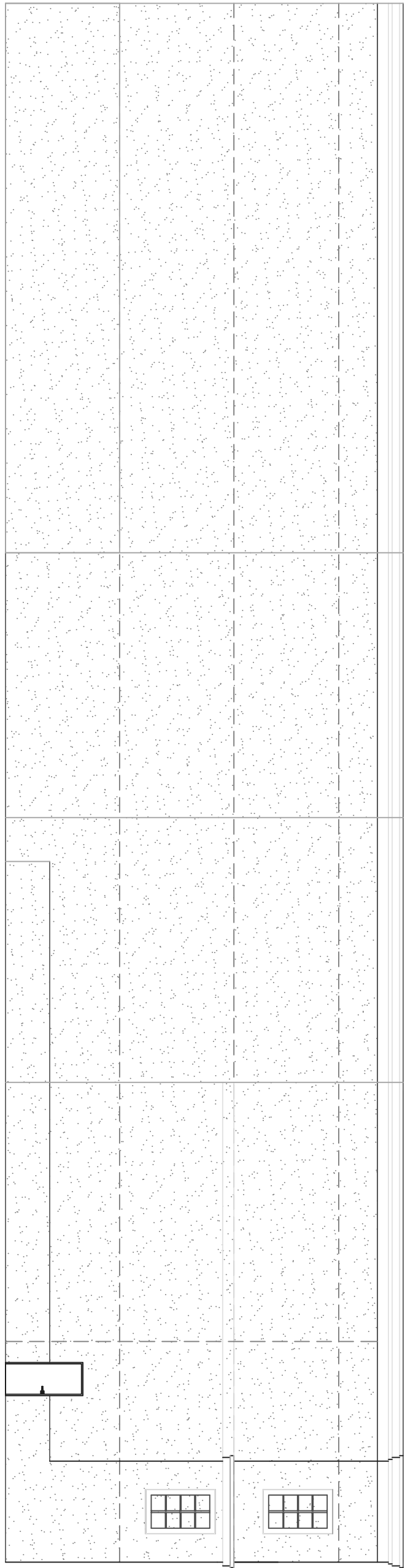


1 SOUTH ELEVATION SCALE: 3/32"=1'-0"

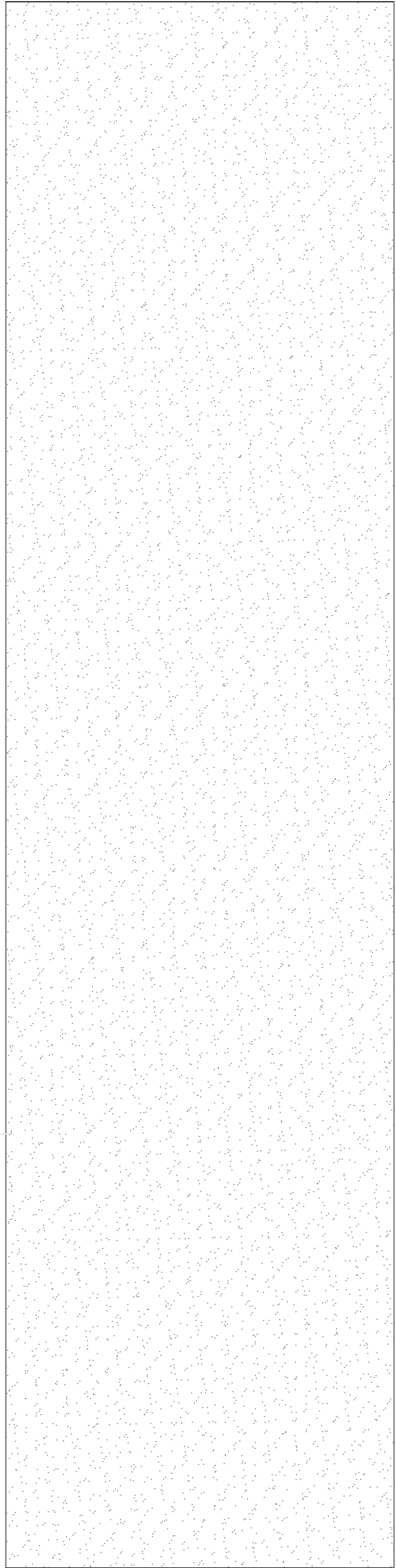


VICINITY-MAP

4 NORTH ELEVATION SCALE: 3/32"=1'-0"



2 EAST ELEVATION SCALE: 3/32"=1'-0"

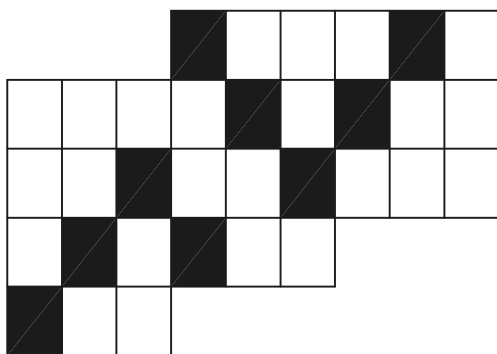


COLOR /MAT'R LEGEND

A	CORNICE/DECOR. TRIM /AWNING	BROWN
B	EXTERIOR WALLS	BEIGE
C	DECORATIVE TRIM/ PAINTED	WARM GREY
D	FAUX DOOR/ PREFINISHED	JANUS DOORS/ CONTINENTAL BROWN

C.A.D.
COOPER ARCHITECTURE
AND DESIGN

2027 EAST GLENDALE AVE
PHOENIX, AZ 85020
(602) 690-7384 PHONE
(602) 795-0088 FAX



DYSART
MINI STORAGE

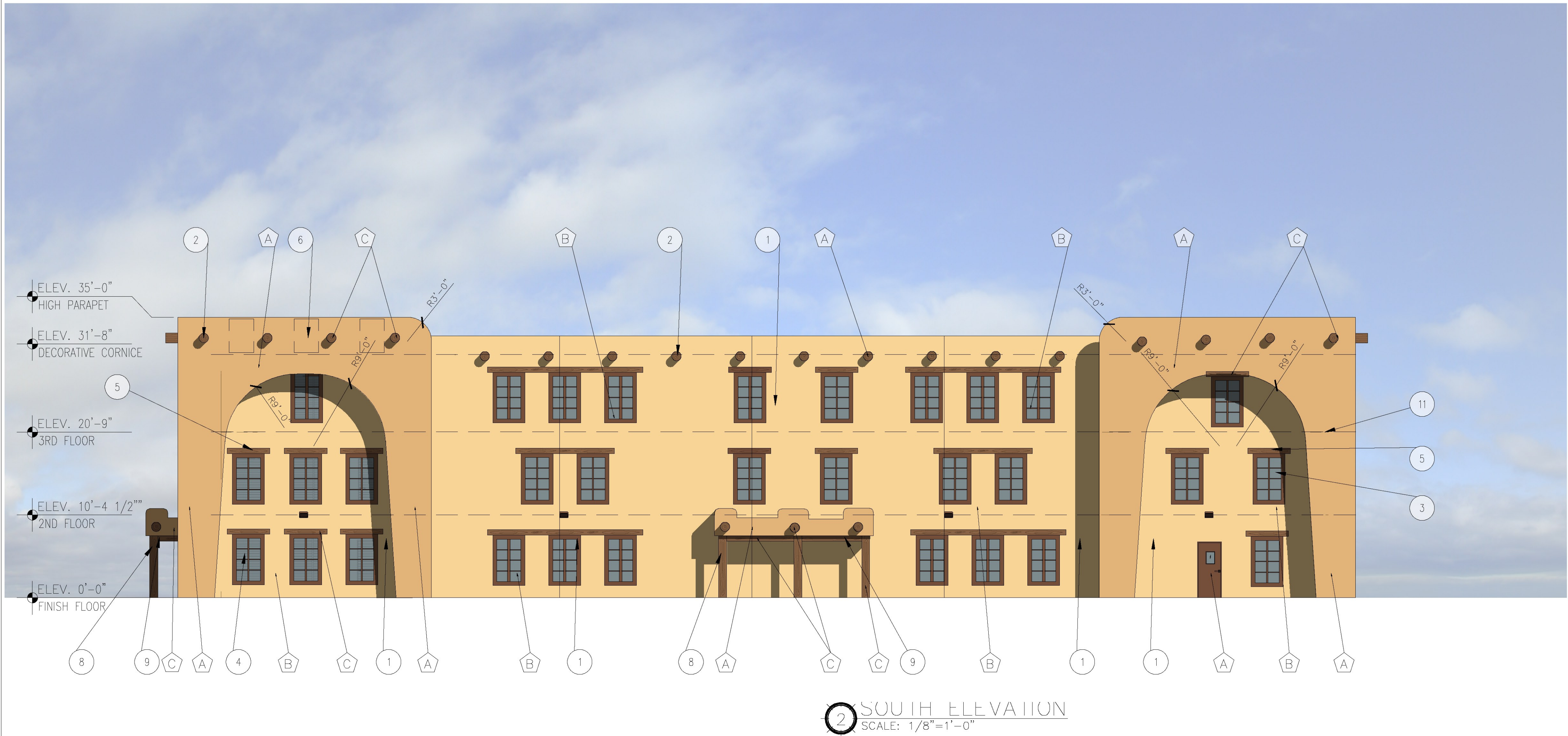
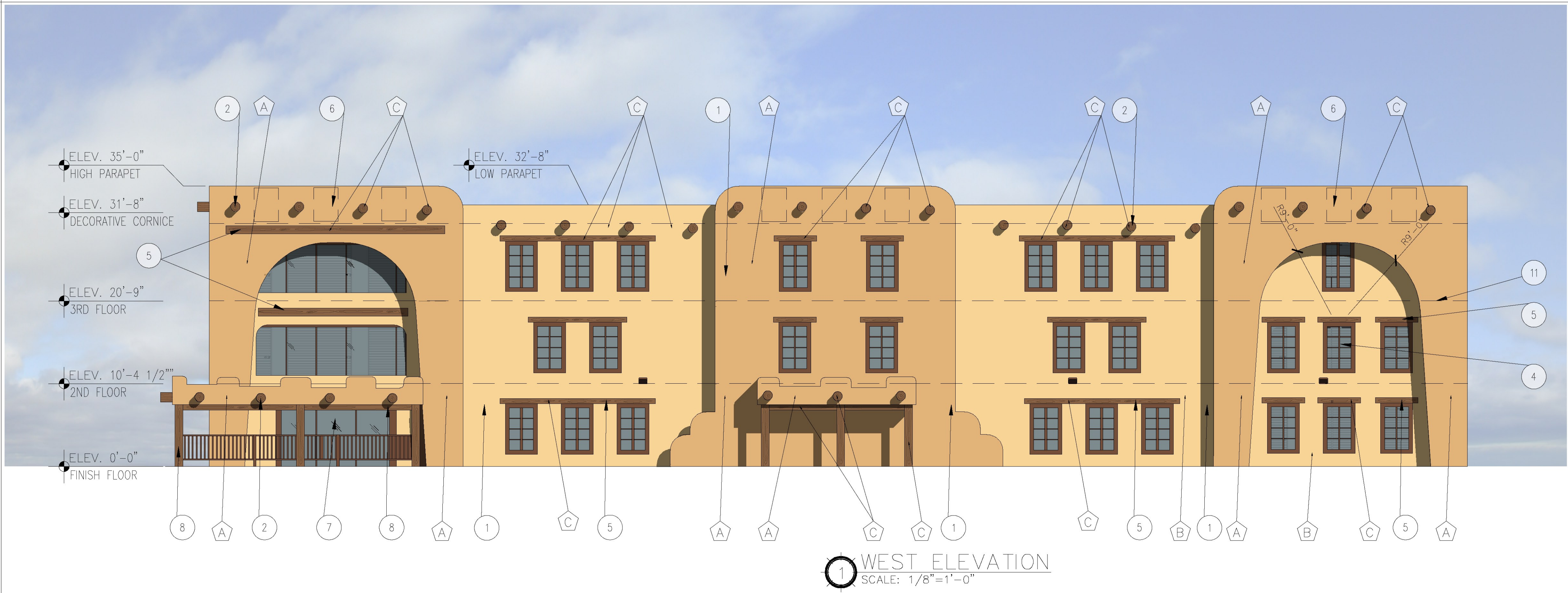
SURPRISE, ARIZONA

building permit #:

PROJECT NUMBER:	DMS
DRAWN BY:	TC
CHECKED BY:	TC
DATE:	AUGUST-2014

TITLE
SITE PLAN

A501



KEYNOTES

1. WESTERN ONE-COAT STUCCO
2. DECORATIVE WOOD CORBEL
3. FAUX WINDOW
4. DOUBLE PANE WINDOW
5. DECORATIVE WOOD ORNAMENT
6. HVAC UNIT BEYOND PARAPET
7. STORE FRONT WINDOW
8. WOOD POST
9. WOOD BEAM
10. ROOF DRAINS
11. INTERIOR FLOOR LINE BEYOND WALL

ICC-REPORT-STUCCO

ICC REPORT FOR WESTERN ONE-COAT SYSTEM.
ESR-2729

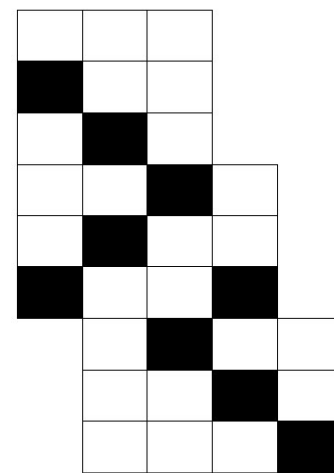
GENERAL NOTES

1. CONTRACTOR SHALL KEEP AREA CLEAN AT ALL TIMES DURING CONSTRUCTION.
2. ALL DIMENSIONS ARE TAKEN FROM FACE OF GYP. BOARD, MASONRY, OR CONCRETE UNLESS NOTED OTHERWISE (U.N.O.).
3. ALL DOORS ARE TYPICALLY 4" FROM WALL TO FRAME, U.N.O.
4. FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION OF ANY CABINETS, FRAMES, STAIRS, STRUCTURAL ITEMS, ETC.
5. PROVIDE MOISTURE RESISTANT GYP. BOARD AT REQUIRED PLUMBING WALLS PER I.B.C.
6. SIGNAGE PACKAGE TO BE SUBMITTED UNDER SEPARATE PERMIT.
7. FIRE EXTINGUISHER (FE) CABINETS ARE TO BE MOUNTED ON WALL. CONTRACTOR TO VERIFY WALL WIDTH AND OPENING PRIOR TO CONSTRUCTION. 2-A: 10-B C AS A MINIMUM.
8. LOCATE FIRE EXTINGUISHERS AT A MAX. TRAVEL DISTANCE OF 75'-0" APART OF PER THE DIRECTION OF THE FIRE MARSHALL.
9. SEE SHEET A-701 FOR DOOR TYPES.
10. ALL MILLWORK SHALL BE ARCHITECTURAL GRADE AND HAVE DOVETAIL JOINTS AT ALL DRAWERS.
11. SEE ELECTRICAL FOR FURTHER LIGHTING INFORMATION.
12. SEE MECHANICAL FOR FURTHER MECHANICAL INFORMATION.
13. SEE SHEET A-701 FOR WINDOW TYPES.

COLOR/MAT'R LEGEND

A	EXTERIOR WALLS	DUNN EDWARDS -DE5367 -DESERT PATH
B	EXTERIOR WALLS	DUNN EDWARDS -DE5352 -SUN KISSED
C	DECORATIVE WOOD ELEMENTS	DUNN EDWARDS -DET683 -WILD HORSE

C.A.D.
COOPER ARCHITECTURE
AND DESIGN
2007 EAST GLENDALE AVE
PHOENIX, AZ 85020
(602) 990-7384 PHONE
(602) 995-0888 FAX



CITY COMMENTS
1-22-16

DYSART
MINI STORAGE
13078 W. CENTRAL STREET
SURPRISE, ARIZONA

building permit #:

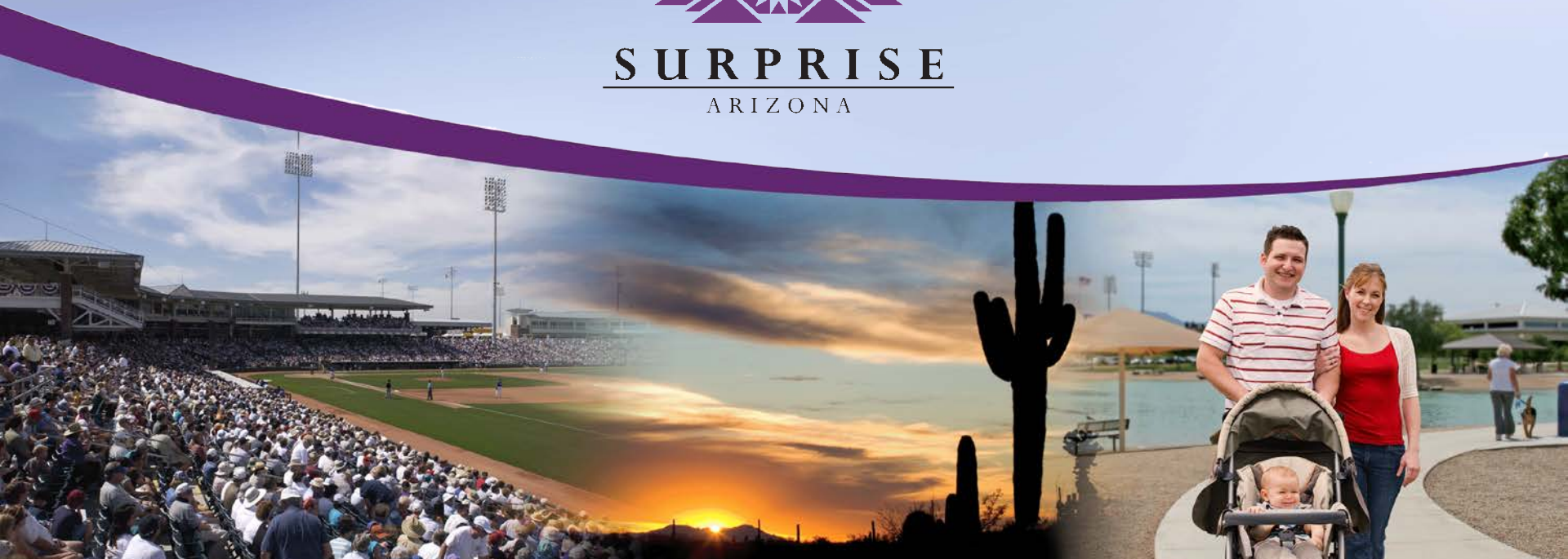
PROJECT NUMBER: DMS
DRAWN BY: TC
CHECKED BY: TC
DATE: OCTOBER-2014

TITLE
ELEVATIONS
A501

DESIGN REVIEW - OCTOBER, 2014

Dysart Mini Storage OTI Incentive Request

June 21, 2016



VICINITY MAP



West Point
Towne Center

Dysart Road

Site

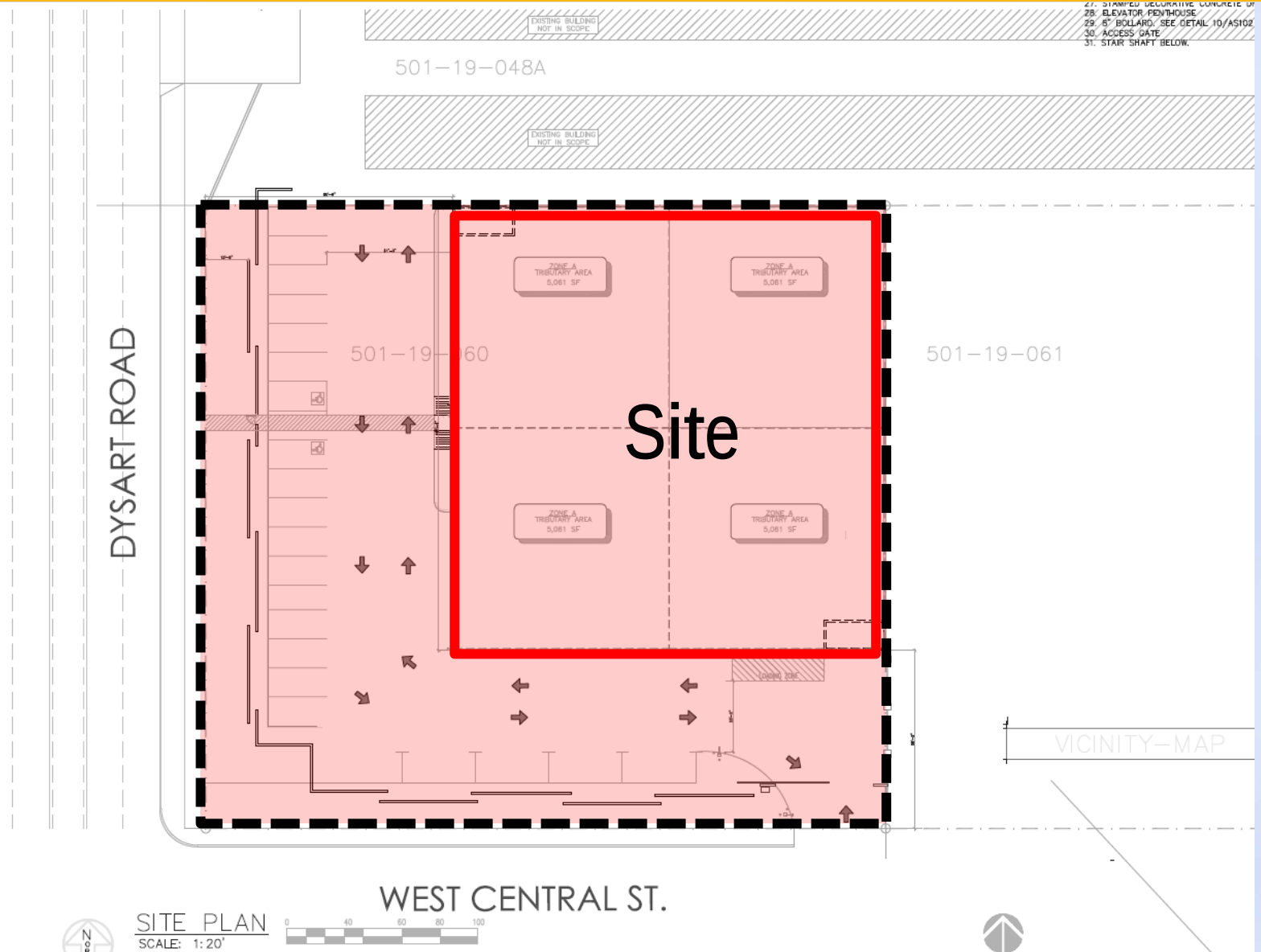
Original
Townsite

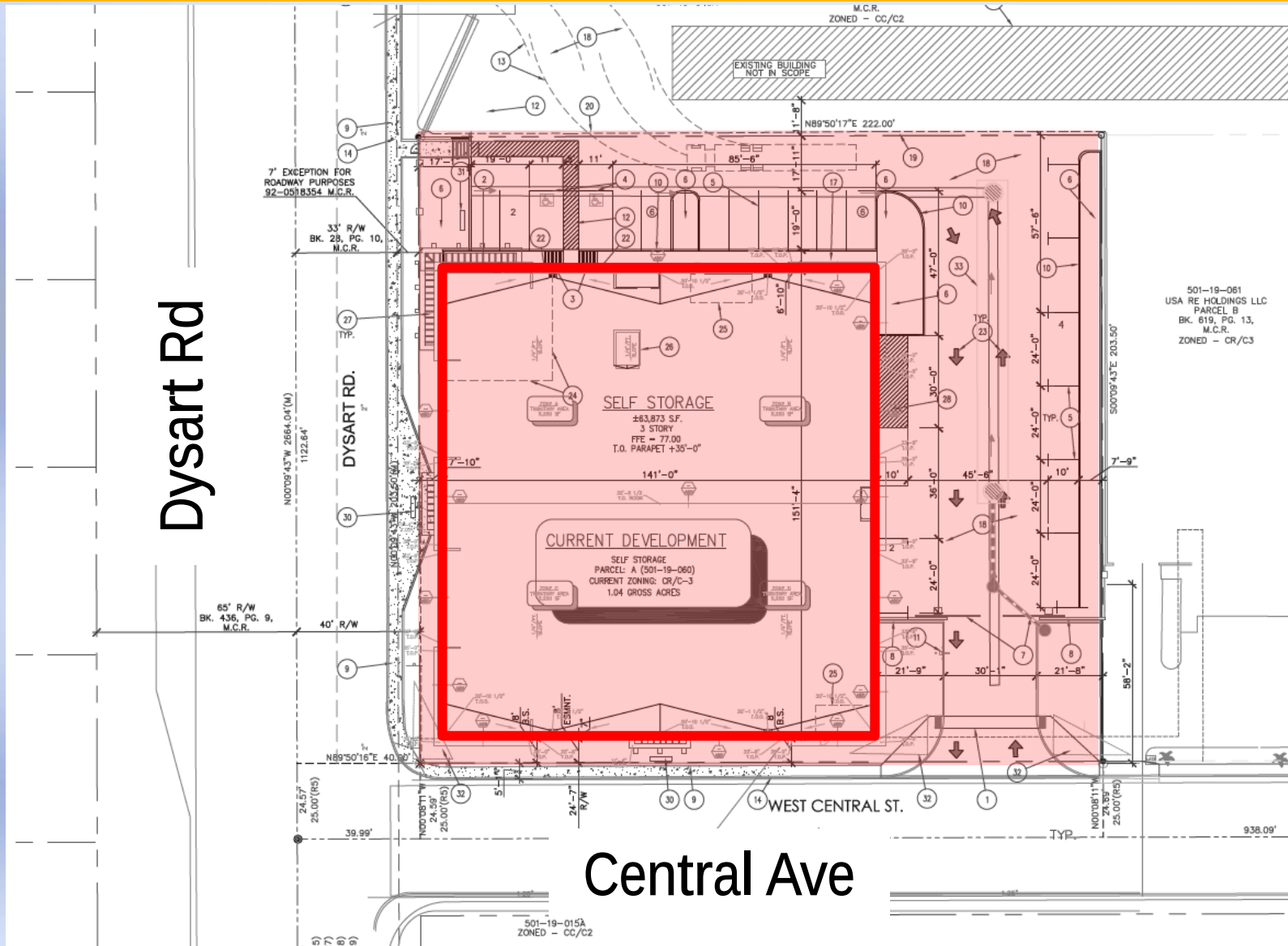
Grand Avenue

Central Avenue

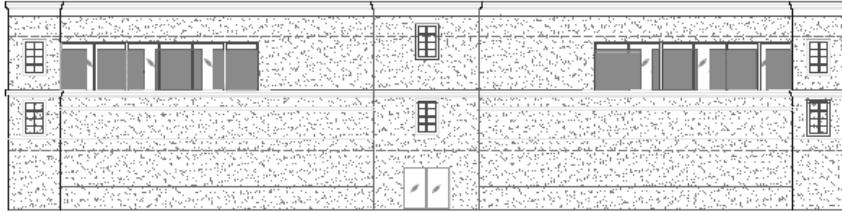
Original
Townsite

ORIGINALLY PROPOSED SITE PLAN

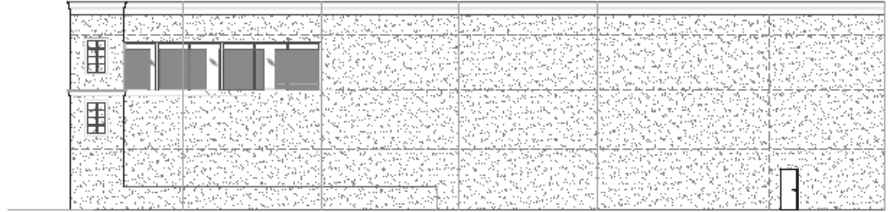




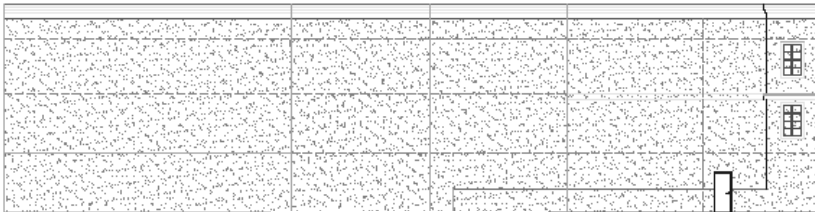
ORIGINALLY PROPOSED ELEVATIONS



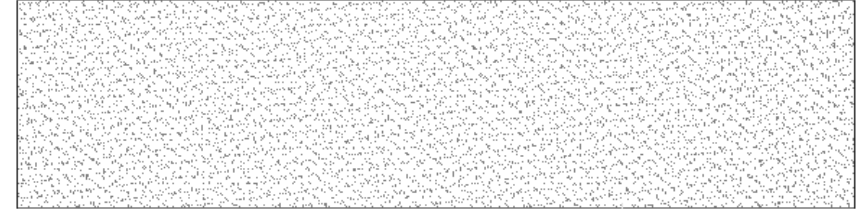
West



South



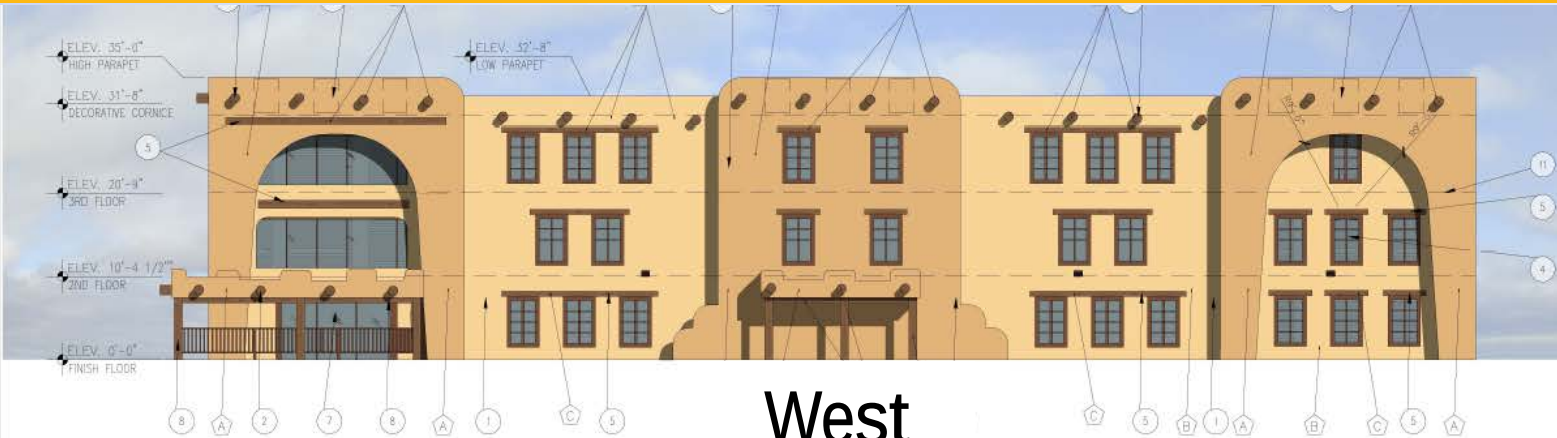
North



East

COLOR/MAT'R LEGEND		
A	CORNICE/DECOR. TRIM/AWNING	BROWN
B	EXTERIOR WALLS	BEIGE
C	DECORATIVE TRIM/PAINTED	WARM GREY
D	FAUX DOOR/PREFINISHED	JANUS DOORS/CONTINENTAL BROWN

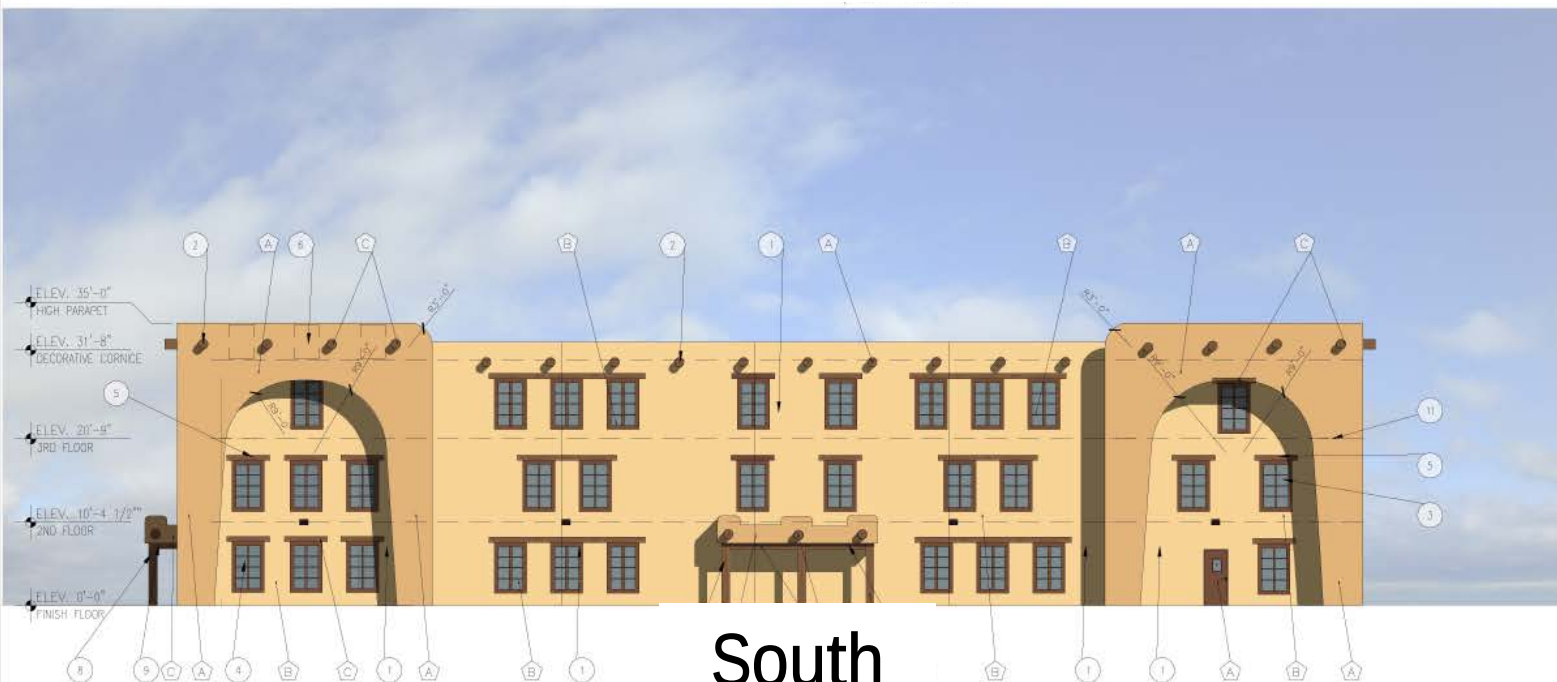
CURRENTLY PROPOSED ELEVATIONS



West

GENERAL NOTES

1. CONTRACTOR SHALL KEEP AREA CLEAN AT ALL TIMES DURING CONSTRUCTION.
2. ALL DIMENSIONS ARE TAKEN FROM FACE OF DFP, BOARDS, BRASS, OR CONCRETE UNLESS NOTED OTHERWISE (UNLESS).
3. ALL DOORS ARE THRESHOLD 4" FROM RAIL TO CHAIR, UNLESS.
4. FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION OF ANY CABINETRY, FRAMES, STAIRS, STRUCTURAL ITEMS, ETC.
5. PROVIDE WEATHER RESISTANT DRY BOARD AT REQUIRED PLUMBING WALLS PER IBC.
6. SIGNAGE PACKAGE TO BE SUBMITTED UNDER SEPARATE PERMIT.
7. FIRE EXTINGUISHER RED CABINETS ARE TO BE MOUNTED ON WALL. CONTRACTOR TO VERIFY WALL, MOUNT AND OPENING PRIOR TO CONSTRUCTION. 2'-4" TO 4" C AS A MINIMUM.
8. LOCATE FIRE EXTINGUISHER AT A MIN. TRAVEL DISTANCE OF 25'-0" APART OF PER THE DIRECTION OF THE FIRE MARSHALL.
9. SEE SHEET A-101 FOR DOOR TYPES.
10. ALL MILLWORK SHALL BE ARCHITECTURAL GRADE AND HAVE DOOR/KIT JENTS AT ALL DRAWERS.
11. SEE ELECTRICAL FOR FURTHER LIGHTING INFORMATION.
12. SEE MECHANICAL FOR FURTHER MECHANICAL INFORMATION.
13. SEE SHEET A-101 FOR WINDOW TYPES.

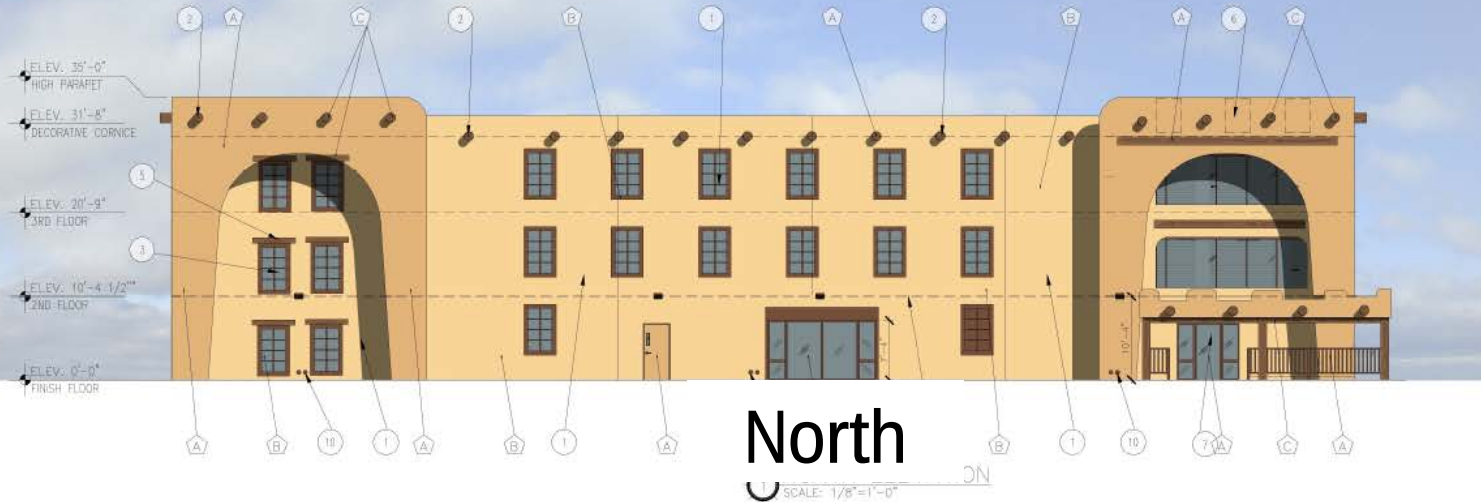


South

COLOR/MAT'R LEGEND

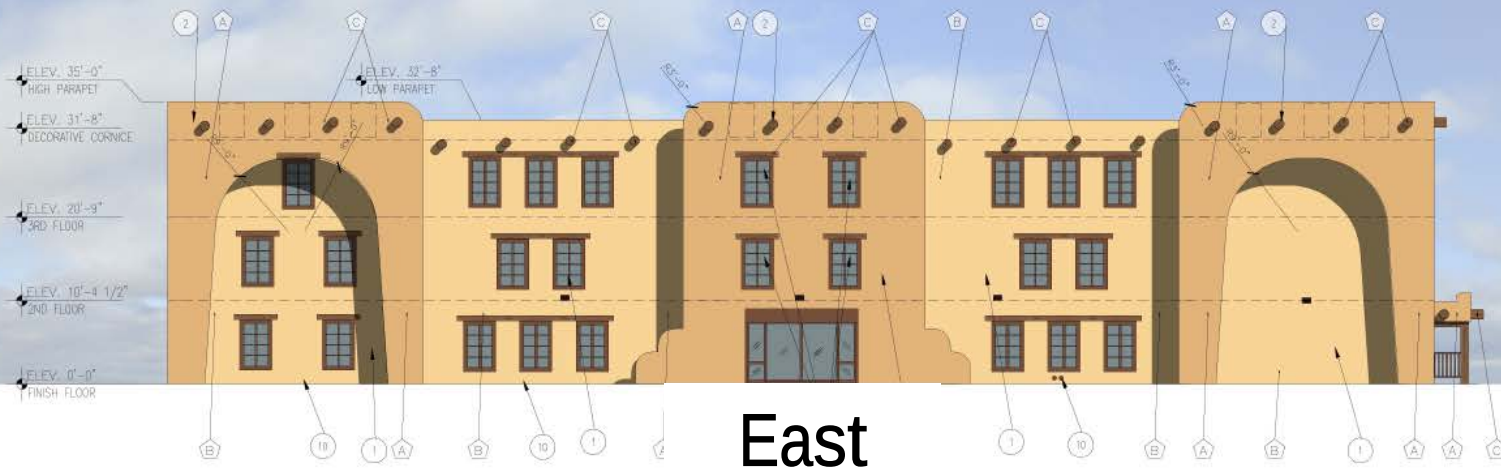
(A)	EXTERIOR WALLS	DUNN EDWARDS -DE5367 -DESERT PATH
(B)	EXTERIOR WALLS	DUNN EDWARDS -DE5352 -SUN KISSED
(C)	DECORATIVE WOOD ELEMENTS	DUNN EDWARDS -BETTERS -WILD HORSE

CURRENTLY PROPOSED ELEVATIONS



GENERAL NOTES

1. CONTRACTOR SHALL KEEP AREA CLEAN AT ALL TIMES DURING CONSTRUCTION.
2. ALL DIMENSIONS ARE TAKEN FROM FACE OF GY. BOARD, MASONRY, OR CONCRETE UNLESS NOTED OTHERWISE (UNCL).
3. ALL DOORS ARE TYPICALLY 4' FROM WALL TO TRAIL, UNCL.
4. FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION OF ANY CABINETRY, FRAMES, STAIRS, STRUCTURAL, ETC.
5. PROVIDE MOISTURE RESISTANT (MR) BOARD AT REQUIRED PLUMBING WALLS PER IBC.
6. SOUNDAGE PACKAGE TO BE SUBMITTED UNDER SEPARATE PERMIT.
7. FIRE EXTINGUISHER (FE) CABINETS ARE TO BE MOUNTED ON WALL. CONTRACTOR TO VERIFY WALL, MOUNT AND OPENING PRIOR TO CONSTRUCTION. 2-4, 10-11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
8. LOCATE FIRE EXTINGUISHERS AT A MAX. TRAVEL DISTANCE OF 75' TO 45' APART OR PER THE INSTRUCTION OF THE FIRE MARSHALL.
9. SEE SHEET A-101 FOR DOOR TYPES.
10. ALL MILLWORK SHALL BE ARCHITECTURAL GRADE AND HAVE DOORAL Joints AT ALL CORNERS.
11. SEE ELECTRICAL FOR FURTHER LIGHTING INFORMATION.
12. SEE MECHANICAL FOR FURTHER MECHANICAL INFORMATION.
13. SEE SHEET A-101 FOR WINDOW TYPES.



COLOR/MATR LEGEND

A	EXTERIOR WALLS DUNN EDWARDS -DE5367 -DESERT PATH
B	EXTERIOR WALLS DUNN EDWARDS -DE5352 -SUN KISSED
C	DECORATIVE WOOD ELEMENTS DUNN EDWARDS -DE1681 -WILD HORSE

Section 109-51. - INFILL INCENTIVE DISTRICT

Established. There is established, pursuant to the authority granted in A.R.S. § 9-499.10(A), an infill incentive district in the area bounded by Bell Road to the north, El Mirage to the east, Greenway Road to the south and Dysart Road to the west. This district is designated as the Original Town Site Infill Incentive District.

Qualifying commercial and/or industrial developments within the Original Town Site Infill District shall receive a 100 percent waiver of building permit and building plan review fees.

(Code 2007, § 15.10.060)

PROPOSED COSTS



Building Permit	\$23,066.55
Plan Review	\$14,993.26
Landscape Permit	\$206.73
Landscape Plan Review	\$114.81
Administrative Processing	\$140.00
Other	\$30.00
Addressing Fee	\$10.00
Sub-Total	\$38,561.35

Questions or Comments?



RESOLUTION # 2016-76

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING DYSART MINI STORAGE (FS15-216) FOR THE ORIGINAL TOWNS SITE INCENTIVE PROGRAM AND AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$38,600 FROM ECONOMIC DEVELOPMENT CONTINGENCY TO THE COMMUNITY DEVELOPMENT SERVICES BUDGET WITHIN THE GENERAL FUND FOR CITY PAYMENT OF BUILDING PERMIT AND BUILDING PLAN REVIEW FEES.

WHEREAS, Municipal Code §109-51 created an infill incentive district for the Original Town Site (OTS);

WHEREAS, qualifying commercial development in the OTS infill incentive district receives 100% waiver of design review, building permits and development fees;

WHEREAS, Dysart Mini Storage is a commercial development seeking to develop commercial property within the OTS infill incentive district, generally located northeast of the northeast corner of North Dysart Road and West Central Avenue;

WHEREAS, Dysart Mini Storage is a qualifying commercial development and has applied for incentives in conformance with Municipal Code §109-51(c);

WHEREAS, the Community Development Director recommends the granting of incentives to Dysart Mini Storage under the OTS infill incentive district plan;

WHEREAS, the project will incur design review and development impact fees in the amount of \$38,600;

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

WHEREAS, this action will necessitate a budget adjustment; and

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

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

Section 1. OTS infill district incentives are hereby awarded to Dysart Mini Storage (FS15-216), including the waiver of 100% of design review, building permit and development fees.

Section 2. That the statements and schedules attached as Exhibit A and incorporated by reference are adopted, transferring budgeted funds between line items and 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 # 2016-76

Exhibit A

The FY2016 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

General Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Community Development - Services	\$332,200	\$38,600	\$370,800
Economic Development - Contingency	700,000	(38,600)	661,400
	<u>\$1,032,200</u>	<u>\$0</u>	<u>\$1,032,200</u>

The amendment reallocates budget authority within the General Fund from Economic Development Contingency to the Community Development services budget in the amount of \$38,600. The amendment is needed for City payment of building permit and building plan review fees for Dysart Mini Storage, who submitted an application for the original town site infill incentive plan. The Economic Development contingency is for unforeseen economic development opportunities and has a remaining budget of \$700,000 for FY2016.



CITY OF SURPRISE
Regular City Council Meeting

June 21, 2016 @ 6:30:00 PM

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Council Meeting Date:	June 21, 2016	Contact Person:	Robert Wingo, City Attorney
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to enter into executive session for discussion or consultation with staff in order to consider the City Council's position and instruct staff regarding negotiations for the lease of real property for a sport related mixed-use facility in the proximate vicinity of Surprise Stadium pursuant to ARS 38-431.03(A)(7).

Motion:

I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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No Attachments Available