



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

Tuesday, June 7, 2016 @ 6:00 PM  
COUNCIL CHAMBERS

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

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

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

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

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

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

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

I. Regular City Council Meeting Agenda:

Consent Agenda:

- |    |                   |                                                                                                                                                                                                                                                                                                       |                                        |
|----|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1. | District 6        | <a href="#">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.</a> | None<br>Karl Zook;<br>City<br>Engineer |
| 2. | District Internal | <a href="#">Consideration and action approving an Intergovernmental</a>                                                                                                                                                                                                                               | None                                   |

- |    |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                 |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
|    | <a href="#"><u>Agreement between the City of Surprise and Maricopa County Library District to operate the Northwest Regional Library and Hollyhock Library; Resolution #2016-72.</u></a>                                                                                                                                                                                                                           | Mark A. Coronado,<br>Director - Community & Recreation Services |
| 3. | District 4 <a href="#"><u>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.</u></a>                                                                                                                                                                        | None<br>Lloyd Abrams,<br>Community Development                  |
| 4. | District Citywide <a href="#"><u>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.</u></a>              | None<br>Mike Gent,<br>Public Works                              |
| 5. | District Citywide <a href="#"><u>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</u></a>                                                                                                           | None<br>Karl Zook,<br>Public Works Department                   |
| 6. | District 6 <a href="#"><u>Consideration and action pertaining to amending the fiscal year 2016 Budget by reallocating appropriations of \$100,000 within the Sewer Operations Fund (Supplies &amp; Services to Capital, Sluice Gate Repairs Project # 21411) for the purpose of including junction box repairs; Resolution # 2016-73.</u></a>                                                                      | None<br>Terry Lowe                                              |
| 7. | District Citywide <a href="#"><u>Consideration and action on the minutes of May 17, 2017 Regular City Council Work Session and Regular City Council Meeting.</u></a>                                                                                                                                                                                                                                               | None<br>Sherry Ann Aguilar,<br>City Clerk                       |
| 8. | District Citywide <a href="#"><u>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.</u></a> | None<br>Fire Chief Tom Abbott                                   |
| 9. | District Citywide <a href="#"><u>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.</u></a>                                                | None<br>Commander Randy Rody                                    |

Regular Agenda Item - Public Hearing:

- |     |                                                                                                                                                                        |                |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 10. | District Citywide <a href="#"><u>Consideration and action pertaining to declaring as Public Record that document entitled "FS15-490 Zoning Text Amendment Land</u></a> | None<br>Hobart |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|

Divisions”; Resolution # 2016-86.

Wingard -  
Community  
Development

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

Approve  
Hobart  
Wingard -  
Community  
Development

Regular Agenda Item - Non-Public Hearing:

12. District Citywide 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.

None  
Jeanine  
Jerkovic

13. District Citywide 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.

None  
Lindsey  
Duncan,  
Finance  
Director

14. District Citywide Presentation and discussion pertaining to Transportation Gaps, an overview of needed infrastructure improvements.

None  
Karl Zook,  
Public  
Works  
Department

15. District Internal 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.

None  
Terry Lowe,  
Water  
Resource  
Management  
Director

16. District 4 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.

None  
Eric Fitzer,  
Community  
Development

17. District Citywide Discussion and action regarding the components of a potential 2016 Bond Election.

None  
Bob  
Wingenroth,  
City  
Manager

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

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

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

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

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

M. Adjournment:

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SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: POSTED ON JUNE 2, 2016 @

**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 7, 2016 @ 6:00:00 PM

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|                        |              |                 |                          |
|------------------------|--------------|-----------------|--------------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Karl Zook; City Engineer |
| Submitting Department: | Public Works | District:       | 6                        |
| Staff Recommendations: | None         |                 |                          |

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

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**Agenda Wording:**

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.

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**Motion:**

I move to approve Resolution # 2016-70.

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**Background:**

The City applied for a transportation alternative grant through the annual Maricopa Association of Governments (MAG) Congestion Mitigation and Air Quality (CMAQ) grant application process in September of 2015 for a bicycle track and other transportation improvements along Bullard Avenue between Greenway Road and Peoria Avenue. Since the award, MAG has completed the process to advance the design and notified the Arizona Department of Transportation (ADOT) to move forward with an intergovernmental agreement (IGA) / joint powers agreement (JPA) with the City in order to award a design contract.

This item officially recognizes the IGA/JPA between the City and ADOT to begin the design of the anticipated improvements on Bullard Avenue, which will include a raised landscaped median, two eleven-foot vehicle travel lanes, a buffer zone, and a five-foot protected bicycle lane. The project will also include two traffic pedestrian signals at the intersections of Acoma Drive and Sweetwater Avenue.

Outside of the IGA, but as part of the project, the City has committed to Slurry Seal the roadway.

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**Objective Analysis:**

Signing this IGA/JPA will allow ADOT to administer \$1,730,405 in federal funds that will be used to improve Bullard Avenue by adding a landscaped median, protected bike lanes, and traffic signals at major school-crossing intersections. The grant requires a financial contribution by the City, but the value of the improvements far exceeds the amount that the City will be required to contribute.

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**Policy Compliant:**

This action is consistent with City and Council policy regarding leveraging City funds in applying for and receiving grants.

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**Financial Impact:**

This one-time grant award includes \$1,730,405 in federal funding for scoping, design, and construction to be administered through ADOT and requires a City match of \$104,595 and a City contribution of \$255,000 for a total financial impact to the City of \$359,595.

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**Budget Impact:**

A total of \$220,000 of the City match and contribution requirement is included in the FY2016 Capital Improvement Plan. Any unspent amounts will be carried forward into the FY2017 Capital Improvement Plan. The remaining \$139,595 will be included as a part of the FY2018 Capital Improvement Plan.

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**FTE Impact:**

There is no FTE impact associated with this item.

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**ATTACHMENTS:**

Click to download

☐ [Resolution 2016-70 Bullard](#)

☐ [Bullard Ave IGA with ADOT](#)

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## RESOLUTION # 2016-70

### A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT (16-0005805) WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR IMPROVEMENTS ON BULLARD AVENUE FROM GREENWAY TO PEORIA AVENUE.

**WHEREAS**, pursuant to Arizona Revised Statute § 11-952, 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 improvements on Bullard Avenue from Greenway to Peoria Avenue;

**WHEREAS**, the improvements along Bullard are part of the City's Regional Transportation Improvement Plan (TIP) and the State is required to act as the designated agent on behalf of the City for federal dollars;

**WHEREAS**, the project includes \$1,730,405 in federal funding to be administered through ADOT and requires a City match of \$104,595 and a City contribution of \$255,000 for a total project amount of \$2,090,000;

**WHEREAS**, a total of \$220,000 of the City match and contribution requirement will be included as a part of the FY2017 Capital Improvement Plan and the remaining \$139,595 will be included as a part of the FY2018 Capital Improvement 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 State of Arizona Department of Transportation, attached as Exhibit A, is approved.

**Section 2.** The Mayor, or her 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 STATE OF ARIZONA DEPARTMENT OF  
TRANSPORTATION

ADOT File No.: IGA/JPA 16-0005805-I  
AG Contract No.: P001 2016 001264  
Project Name: Improvements on Bullard  
Avenue from Greenway Road to Peoria  
Avenue  
Project Location: Bullard Ave: Greenway  
to Peoria  
**Federal-aid No.: SUR-0(230)T**  
**ADOT Project No.: T0063 01D/01C**  
**TIP/STIP No.: SUR18-440**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.: n/a**

## **INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
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 of the design and construction of a multimodal corridor with a raised landscape median, two 11 foot vehicle travel lanes, a buffer zone, a five foot protected cycle track, landscape strip, and sidewalks on each side of the roadway. The Project also includes two traffic/pedestrian signals at the intersection of Acoma Drive and Sweetwater Avenue. The State will advertise, bid, award and administer the scoping, design and construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to Federal Highway Administration (FHWA) for approval.
4. The City, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and 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, if the Project is approved by FHWA and funds for the Project are available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.

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/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**T0063 01D (scoping/design):**

|                                   |                      |
|-----------------------------------|----------------------|
| Federal-aid funds @ 94.3%         | \$ 179,170.00        |
| City's match @ 5.7%               | <u>\$ 10,830.00</u>  |
| <b>Subtotal – Scoping/Design*</b> | <b>\$ 190,000.00</b> |

**T0063 01C (construction):**

|                                     |                        |
|-------------------------------------|------------------------|
| Federal-aid funds @ 94.3% (capped)  | \$ 1,551,235.00        |
| City's match @ 5.7%                 | \$ 93,765.00           |
| City's contribution @ 100%          | <u>\$ 255,000.00</u>   |
| <b>Subtotal – Construction**</b>    | <b>\$ 1,900,000.00</b> |
| <b>TOTAL Estimated Project Cost</b> | <b>\$ 2,090,000.00</b> |
| <b>Total Estimated City's Funds</b> | <b>\$ 359,595.00</b>   |
| <b>Total Federal Funds</b>          | <b>\$ 1,730,405.00</b> |

\* (Includes ADOT Project Management & Design Review (PMDR) Costs)

\*\* (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

The Parties acknowledge that the final Project amount 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 bid amount is less than the initial estimate, the difference between the final bid amount 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 final bid 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's 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 **\$10,830.00**. If PMDR costs increase during the development of design, invoice the City in increments of \$5,000.00 to cover the additional PMDR costs. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

- c. After receipt of the City's estimated share of the Project design costs, on behalf of the City, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the City, as appropriate; and review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Such work may consist of, but is not specifically limited to, preparation of environmental documents; 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.
  - d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. With FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the **City** will be responsible for any overage.
  - e. After completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, estimated at **\$348,765.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs; de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
  - f. After receipt of the City's estimated share of the Project construction costs, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.
  - g. With FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract. Once awarded, invoice the City for the difference between estimated and actual costs, if applicable.
  - h. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and 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.
  - i. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
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 Project design costs, estimated at **\$10,830.00**. If, during the development of design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within 30 days of receipt. 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 required for the construction bidding and construction of the Project, 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. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the City's Project construction costs, estimated at **\$348,765.00**. Should the bid amount exceed the construction cost estimate, verify concurrence and agree to pay the difference between the estimate and actual cost of the Project within 30 days of receipt of an invoice from the State. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.
- e. 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 30 days of receipt of an invoice from the State.
- f. 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.
- g. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- h. 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 construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.
- i. 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.
- j. Upon notification of Project completion, agree to accept, maintain and assume full responsibility of the Project and all Project components in writing.

### **III. MISCELLANEOUS PROVISIONS**

- 1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This

Agreement may be cancelled at any time prior to the award of the Project construction contract, upon 30days 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 and/or maintain 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, design, construction and construction engineering 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 costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.
5. Should the federal funding related to this Project be 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 indirect costs approved by 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 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007  
[SingleAudit@azdot.gov](mailto: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. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Surprise  
Attn: Karl Zook  
16000 N Civic Center Plaza  
Surprise, AZ 85374  
(623) 222-6140  
[Karl.zook@surpriseaz.gov](mailto:Karl.zook@surpriseaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue  
Phoenix, Arizona 85007  
(602) 712-4428

City of Surprise  
Attn: Karl Zook  
16000 N Civic Center Plaza  
Surprise, AZ 85374  
(623) 222-6140  
[Karl.zook@surpriseaz.gov](mailto:Karl.zook@surpriseaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Surprise  
Attn: Lindsey Duncan  
16000 N Civic Center Plaza  
Surprise, AZ 85374  
(623) 222-3645  
[Lindsey.duncan@surpriseaz.gov](mailto:Lindsey.duncan@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 SUPRISE**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**SHARON WOLCOTT**  
Mayor

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
IDO Assistant Director

ATTEST:

By \_\_\_\_\_  
**SHERRY 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 7, 2016 @ 6:00:00 PM

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

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|                        |              |                 |                                                              |
|------------------------|--------------|-----------------|--------------------------------------------------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Mark A. Coronado, Director - Community & Recreation Services |
| Submitting Department: |              | District:       | Internal                                                     |
| Staff Recommendations: | None         |                 |                                                              |

---

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

---

**Agenda Wording:**

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.

---

**Motion:**

I move to approve Resolution #2016-72.

---

**Background:**

The Maricopa Library District and the City of Surprise entered into an intergovernmental agreement for the operation of the Northwest Regional Library in 2001. The term of the agreement was for ten years, with an option to renew an additional five years. The first ten years the county paid for operating the library. After that the city began to fund a percentage of the operating costs paid by the library district until the city became responsible for 100% of the cost to operate the Northwest Regional Library FY16. The current IGA expires June 30, 2016. Pending FY17 budget allocation; the CRS department plans to conduct a feasibility study which will determine future library needs as well as analysis regarding city taking over operations in the future.

This renewal will allow continuation of library programming at Hollyhock and the Northwest Regional library. The term of this Agreement shall be for one (1) year commencing July 1, 2016 and expiring on June 30, 2017. This Agreement is effective only when fully executed by the Parties. This Agreement may be renewed in writing by mutual agreement of the Parties for five (5) additional (1) one-year terms.

---

**Objective Analysis:**

The current library IGA expires June 30, 2016. The agreement is needed to continue to provide library services to Surprise residents and Maricopa County residents.

---

**Policy Compliant:**

This action is consistent with City and Council Policy.

---

**Financial Impact:**

This IGA would continue the current arrangement of paying the Maricopa County Library District to operate the Northwest Regional and Hollyhock Library for at least another year while a library feasibility study is completed. The total cost for one year is approximately \$1,800,000.

---

**Budget Impact:**

The City currently has full funding for operation of Hollyhock Library and Northwest Regional Library. For FY17, a 2.7% or a \$50,000 increase was included in the tentative budget. The 2.7% increase was due to increases in the medical insurance for the Maricopa County Library District full time staff.

---

**FTE Impact:**

There is no FTE impact.

---

**ATTACHMENTS:**

Click to download

- ☐ [Resolution 2016-72](#)
  - ☐ [Library IGA](#)
-

**RESOLUTION # 2016-72**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND THE CITY OF SURPRISE FOR OPERATION OF THE NORTHWEST REGIONAL LIBRARY AND HOLLYHOCK BRANCH LIBRARY.**

**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;

**WHEREAS**, this agreement will allow the Maricopa County Library District to continue operating the Northwest Regional Library and the Hollyhock Branch Library for the 2017 fiscal year, and

**WHEREAS**, both parties are willing to continue this partnership as set forth in the Intergovernmental Agreement;

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

**Section 1.** The City hereby agrees to enter into the Intergovernmental Agreement between the Maricopa County Library District and the City of Surprise for the Operation of the Northwest Regional Library and the Hollyhock Branch Library, which is attached hereto as Exhibit A.

**Section 2.** The Mayor is hereby authorized and directed to sign the 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

**RESOLUTION # 2016-72**  
**Exhibit A**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
MARICOPA COUNTY LIBRARY DISTRICT  
AND CITY OF SURPRISE  
FOR  
OPERATION OF THE NORTHWEST REGIONAL LIBRARY  
AND HOLLYHOCK BRANCH LIBRARY**

Agenda # \_\_\_\_\_

This Intergovernmental Agreement is made between the Maricopa County Library District, a political subdivision of the State of Arizona ("Library District") and the City of Surprise, Arizona, a municipal corporation ("City").

**RECITALS:**

The parties have the legal capacity to enter into this Intergovernmental Agreement pursuant to A.R.S. § 11-951, et seq.

A.R.S. § 48-390I provides for the establishment of a library district within Maricopa County and further provides that cities and towns within the County may elect to become a part of or to participate in said library district; and

The City is a member of the Maricopa County Library District and desires to continue to make library services available to its residents.

Participation by City with Library District in this project provides expanded benefits to city and its residents such as public library service, specialized library programs, and other services which are not otherwise available to City residents.

Library District benefits from the Agreement by providing library services to Maricopa County residents in the western region of Maricopa County and by the use of space which is provided by City.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREINAFTER SET FORTH, the parties agree as follows:

**1. General:**

1.1. Purpose: The purpose of this Agreement is to provide library services to Maricopa County residents in the western region of Maricopa County in the building space provided by the City ("Facilities") more specifically described as follows and in Attachment A:

- 1.1.1. Northwest Regional library, a 23,000 square-foot building located at 16089 N. Bullard Avenue, Surprise, Arizona; and
    - 1.1.2. Hollyhock Branch Library, a 1,020 square-foot building located at 15844 N Hollyhock Street, Surprise, Arizona.
  - 1.2. The Facilities and library materials are owned by City and for the purposes of this Agreement will house the libraries' materials collections for use by the public.
  - 1.3. Term of Agreement. The term of this Agreement shall be for one (1) year commencing July 1, 2016 and expiring on June 30, 2017. This Agreement is effective only when fully executed by the Parties. This Agreement may be renewed in writing by mutual agreement of the Parties for five (5) additional (1) one-year terms.
  - 1.4. Authorized Representatives. Within thirty (30) days after the effective date of this Agreement, City and Library District shall each appoint an authorized representative to carry out the duties set forth in this Agreement delegated to such authorized representatives. Either party may change the designation of its authorized representative by giving notice the other party pursuant to Paragraph 6.1 herein.
  - 1.5. The Representatives will meet regularly as mutually agreed to by the parties.
2. The City shall:
  - 2.1. Cooperate in good faith with the Library District at all times in order to facilitate the provision of library services.
  - 2.2. Directly or through established IGA, maintain the Facilities in conformance with all applicable laws, ordinances, regulations and codes.
  - 2.3. Cooperatively develop a budget of operating expenditures for both libraries with the Library District annually by April 1<sup>st</sup>.
  - 2.4. Reimburse the Library District monthly for operating expenses upon presentation of an invoice by the Library District.
  - 2.5. Insure the Facilities for all perils and risk coverage on the structure(s) including, but not limited to, fire, wind, burglaries and other casualties. City understands and acknowledges that Library District is self-insured for loss or damage to property and will provide City with a certificate to this effect.
  - 2.6. Maintain the structures of the Facilities in good repair and shall correct any hazardous conditions existing as the result of any structural defect or

unsoundness. The term “structure” as used herein includes walls, roofs, floors, foundations, stairways, exterior sidewalks and all electrical, plumbing, heating and air-condition systems and equipment. It is understood that the Facilities are currently in a state of good repair.

- 2.7. Conform to all applicable standards contained in the “Uniform Building Code for Life Safety” (U.B.C.), and also to all provisions and stands in “Arizona Revised Statutes for Handicapped Accessibility” in A.R.S. §§ 9-499.02 and 34-401 through 34-439. This will include, but not be limited to, Handicapped Accommodations such as restrooms, drinking fountains, pedestrian ramps, etc.
  - 2.8. City shall also, at its own expense, conform to all Americans with Disabilities Act requirements for Public Accommodations that are “readily achievable unless an undue burden would result.”
  - 2.9. Routine maintenance shall be the responsibility of City, which shall include: electrical and plumbing repairs, painting the interior walls, replacement of all broken glass of the Facilities resulting from all perils including, but not limited to fire, wind, burglaries and other casualties. City shall perform all repair/replacement maintenance of installed building utility systems and maintain all installed floor covering in a state of good repair. Equipment (including water heaters, furnaces, air conditioners and fire extinguishers) of the library shall be maintained by City in a safe operating condition.
  - 2.10. Janitorial and landscape services shall be provided and City shall pay cost of said services.
3. The Library District shall:
- 3.1. Cooperatively develop a budget of operating expenditures for both libraries with the City annually by April 1<sup>st</sup>.
  - 3.2. Provide centralized acquisitions, cataloging, processing, consulting services, and graphic arts services.
  - 3.3. Provide centralized personnel, fiscal, procurement, supply any other necessary administrative services.
  - 3.4. Provide City an opportunity to participate in the Library District’s Materials Assistance Program through a separate agreement.
  - 3.5. Donate or dispose of used library materials purchased with City funds as directed by City.
  - 3.6. Provide access to all library programs and materials within the Library District’s system.

- 3.7. Provide policies, procedures and operations manuals and support network.
- 3.8. Coordinate with local schools to offer assistance in developing literacy improvement programs.
- 3.9. Supervise all library staff in programming, online reference, and collection development.
- 3.10. Provide coordinated children's programs and services which may include summer reading, year-round reading, storytelling, school visits, crafts, read-aloud programs, performances and special events.
- 3.11. Cooperate with the City to determine the hours of operation.
- 3.12. Encourage input from citizens in the selection of library materials and programs.
4. Future Improvements to Library. If City and Library District mutually agree the Facilities should be expanded, City and Library District will analyze the number of library users associated with City and other communities and unincorporated areas of Maricopa County. City will use good faith efforts to fund expansion of the Facilities, if City and Library District agree expansion is appropriate at that time.
5. Termination. This Agreement shall terminate under the following circumstances:
  - 5.1. Upon non-appropriation by either party for continued funding of the Agreement;
  - 5.2. Upon 120 days written notice by a party;
  - 5.3. By mutual written agreement of the parties on an agreed upon date.
  - 5.4. b) 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.

## 6. Miscellaneous.

- 6.1. Notices. Notices required pursuant to this Intergovernmental Agreement shall be given by first class mail, postage prepaid, to the following:

For the Library District:

Director  
Maricopa County Library District  
2700 N. Central Avenue, #700  
Phoenix, AZ 85004

For the City:

City Manager  
City of Surprise  
1600 N Civic Center Plaza  
Surprise, AZ 85374

- 6.2. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may only be amended in writing by mutual agreement of the parties.
- 6.3. 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 the negligent performance of this Agreement, 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.
- 6.4. This Agreement shall be governed by Arizona law without regard to its conflict of interest provisions.
- 6.5. The 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
- 6.6. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement, because it is the intent of the Parties to have this Agreement enforced to the fullest extent possible.

## 7. Dispute Resolution.

7.1. The Authorized Representatives shall meet and attempt to resolve any dispute arising under this Agreement within five business days after notice is given of the nature of the dispute, unless both parties agree to a longer period of time.

7.2. In the event a dispute arises which cannot be resolved by the Authorized Representatives within a reasonable time, the dispute may be submitted to mediation or non-binding arbitration upon mutual consent of the parties. If either party declines to submit the dispute to mediation or arbitration, either party may elect to initiate litigation in Maricopa County Superior Court.

## 8. Future Transfer

8.1. City Operation: The parties recognize that the City of Surprise may grow in the future to a degree that warrants full ownership and operation of the Library by the City. If the parties agree that this condition has occurred, they will negotiate in good faith as to ways and means to effect such a transfer as efficiently as possible, including assistance and cooperation by the District in making available to the City appropriate data bases and other technical support.

IN WITNESS WHEREOF, the City of Surprise and the Maricopa County Library District have executed this Agreement effective on the date first above written.

CITY OF SURPRISE

MARICOPA COUNTY  
LIBRARY DISTRICT

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clint Hickman, Chairman,  
Maricopa County Library District  
Board of Directors

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Town Clerk Date

By: \_\_\_\_\_  
Clerk of the Board Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Attorney for the City of Surprise Date

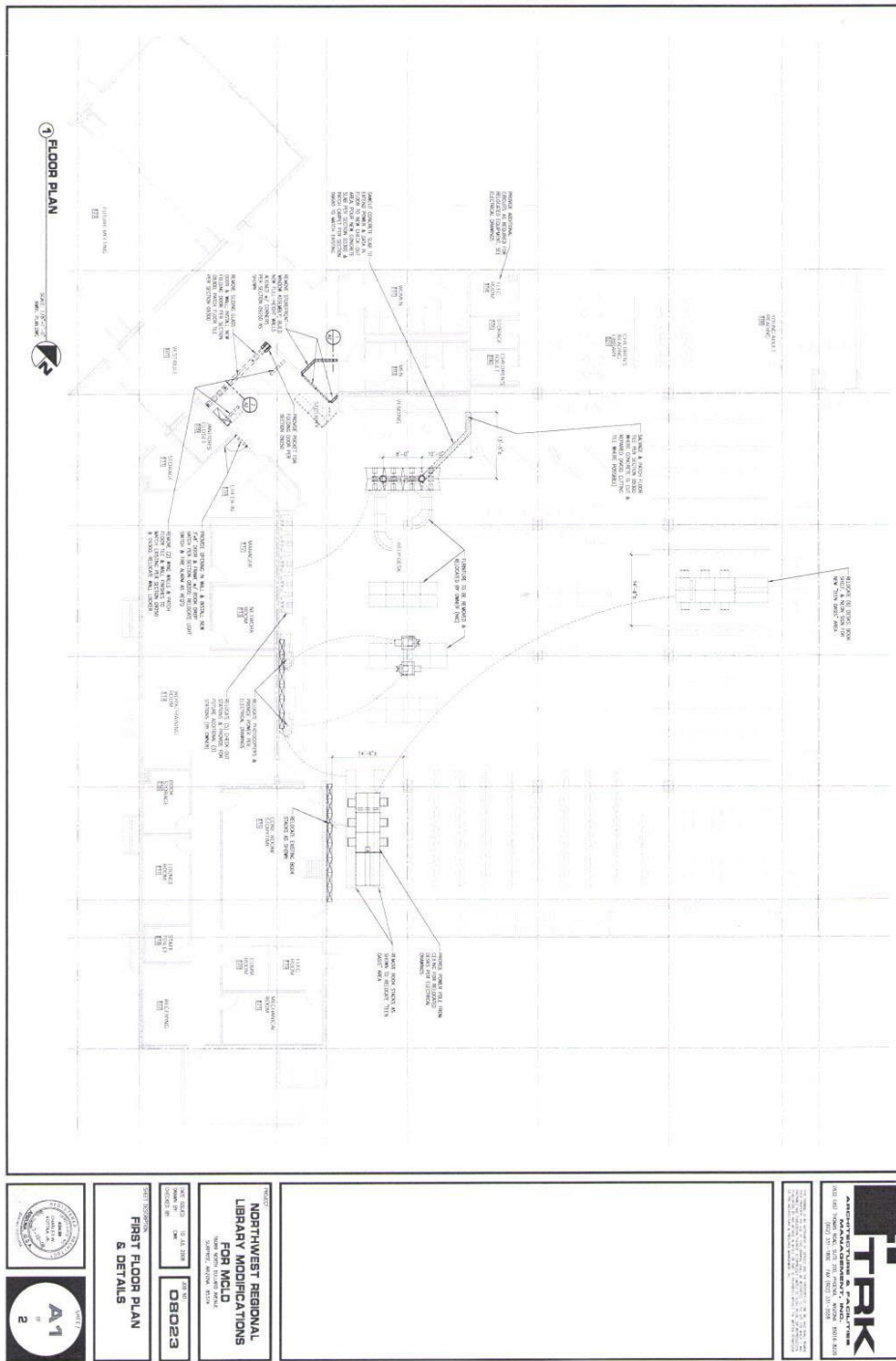
\_\_\_\_\_  
Attorney for the Maricopa County Library District Date

Date: \_\_\_\_\_

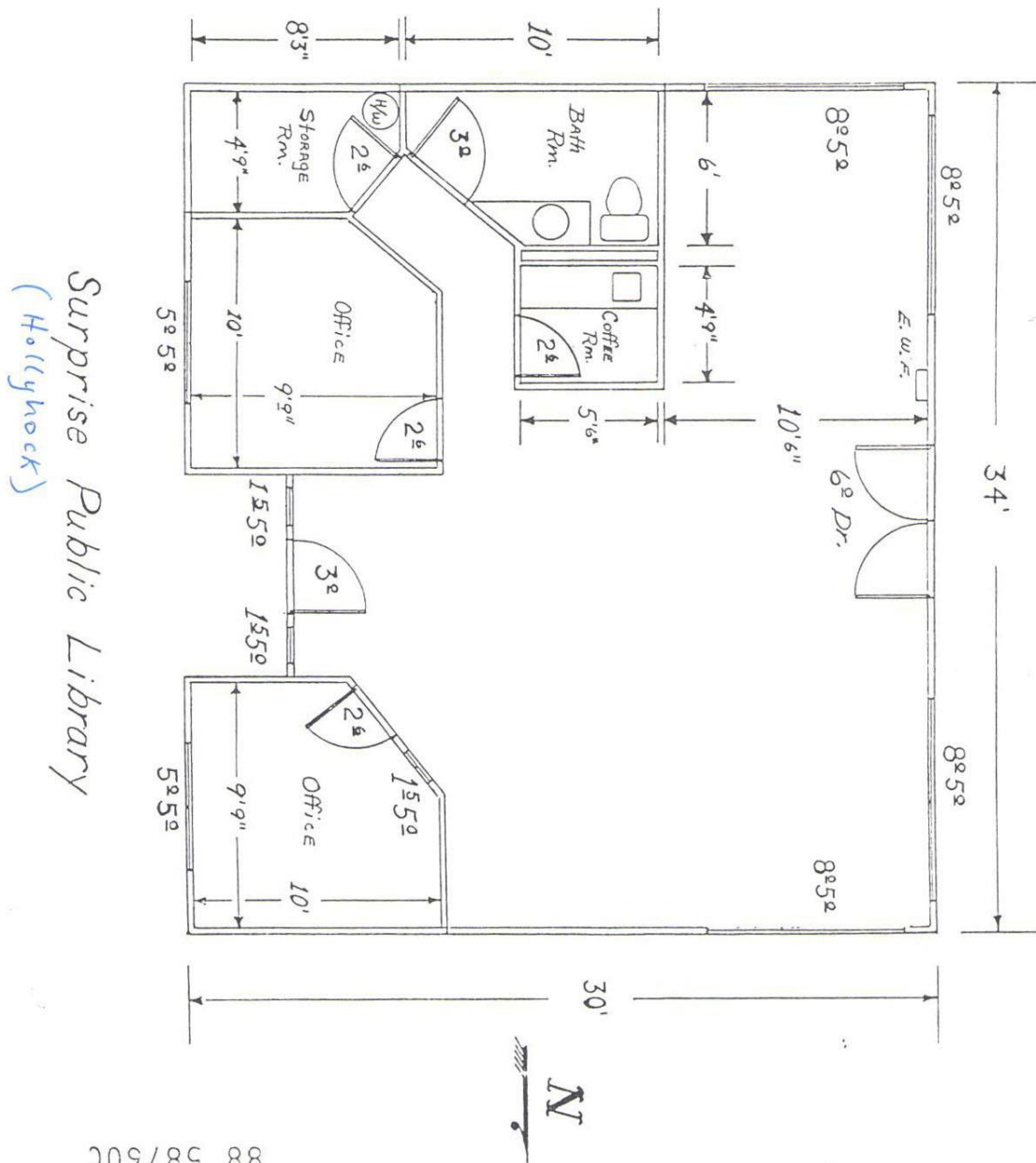
Date: \_\_\_\_\_

## SCHEDULE A

The Northwest Regional Library is a 23,000 square-foot building located at 16089 North Bullard Avenue Surprise, AZ 85374.



The Hollyhock Branch Library is a 1,020 square-foot building located at 15844 North Hollyhock Street Surprise, AZ 85374.





CITY OF SURPRISE  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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|                        |              |                 |                                     |
|------------------------|--------------|-----------------|-------------------------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Lloyd Abrams, Community Development |
| Submitting Department: |              | District:       | 4                                   |
| Staff Recommendations: | None         |                 |                                     |

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

---

**Agenda Wording:**

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.

---

**Motion:**

I move to approve the Ground Lease to the United States Postal Service for the post office location at Dysart and Grand Avenue.

---

**Background:**

The City has leased land to the United States Postal Service since 1996 for placement of a post office on Dysart and Grand Avenue. The City has continued to renew this lease to serve the community. The United States Post Office is looking to again renew the lease.

---

**Objective Analysis:**

The renewal of the lease will allow the postal service to continue to serve the citizen in this part of the City.

---

**Policy Compliant:**

The proposed ground lease will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

---

**Financial Impact:**

If approved, the lease term will be three years between August 15, 2016 and August 14, 2019 at an annual rate of \$3,498. The City is not responsible for maintenance costs associated with the building being provided.

---

**Budget Impact:**

Funds collected through the agreement will be deposited into the General Fund.

---

**FTE Impact:**

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

---

**ATTACHMENTS:**

Click to download

☐ [USPS Ground Lease - Sun City - Dysart Branch Site](#)

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## **Ground Lease**

SUN CITY - DYSART BRANCH SITE (038269-004)  
16554 N DYSART RD, SUN CITY, AZ 85374-9998



## Ground Lease

Facility Name/Location

SUN CITY - DYSART BRANCH SITE (038269-004)  
16554 N DYSART RD, SUN CITY, AZ 85374-9998

County: Maricopa

Lease: Q90000452369

This Lease made and entered into by and between CITY OF SURPRISE hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof:

**Total Site Area:** 17,600.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$3,498.00 (Three Thousand Four Hundred Ninety Eight and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:  
CITY OF SURPRISE  
16000 N CIVIC CENTER PLZA

SURPRISE, AZ 85374-7463

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective August 15, 2016 with an expiration date of August 14, 2019, for a total of 3 Years.

4. RENEWAL OPTIONS: None

5. TERMINATION:  
None, except as specified elsewhere in this Lease.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

The Postal Service shall be responsible to maintain the leased premises.

7. LEGAL DESCRIPTION:  
See Attached Addendum

## Facility Name/Location

SUN CITY - DYSART BRANCH SITE (038269-004)  
16554 N DYSART RD, SUN CITY, AZ 85374-9998

County: Maricopa

Lease: Q90000452369

**7. LEGAL DESCRIPTION:**

That part of the Northeast Quarter of Section 3, Township 3 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Commencing at the Northeast corner of said Section 3, Township 3 North, Range 1 West; thence North 89 degrees 26' 36" West along the North line of said Section 3, a distance of 40.00 feet; thence South 00 degrees 29' 17" West along a line parallel with and 40.00 feet West of the East line of said Section 3, said line being the West right-of-way line of Dysart Road, a distance of 1,400.00 feet to the Southeast corner of that certain property described in Docket 13372, Page 1401, Maricopa County records, thence continuing South 00 degrees 29' 17" West along said line, a distance of 206.20 feet to the POINT OF BEGINNING: thence continuing South 00 degrees 29' 17" West a distance of 160.00 feet; thence North 89 degrees 30' 43" West, a distance of 110.00 feet; thence North 00 degrees 29' 17" East, a distance of 160.00 feet; thence South 89 degrees 30' 43" East, a distance of 110.00 feet to the POINT OF BEGINNING: Said parcel containing 17,600 square feet, or 0.4040 acres, more or less.

8. Page 2: #5. Termination Option - The Landlord and the Postal Service may terminate this lease at any time by giving 180 days written notice to either Party.

9. Page GC-1: #6. Sublease - Any sublease or assignment by the Postal Service will require the prior written consent of the Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or subletting in violation of this paragraph is void.

10. Page GC-1: #7. Alterations - Upon expiration or termination of this Lease, the Postal Service shall remove all improvements, additions, and alterations to the demised premises made or installed by the Postal Service, at its sole cost and expense. All improvements, additions and alterations remaining on the demised premises ninety days after the expiration or termination of this Lease shall become the sole property of the owner and the Postal Service shall be relieved of any liability in connection therewith.

11. Page GC-2: #9. Hazardous/Toxic Conditions Clause - Notwithstanding anything to the contrary set forth herein, the representations and obligations set forth in this Paragraph 9 are made solely with respect to the Premises, which does not include the building located thereon.



## Ground Lease

EXECUTED BY LANDLORD this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF SURPRISE

\_\_\_\_\_  
Name & Title: Name & Title:

\_\_\_\_\_  
Name & Title: Name & Title:

Landlord's Address: 16000 N CIVIC CENTER PLZA  
SURPRISE, AZ 85374-7463

Landlord's Telephone Number(s): (623) 583 - 1000

Federal Tax Identification No.: XX-XXX7796

\_\_\_\_\_  
Witness Witness

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

### ACCEPTANCE BY THE POSTAL SERVICE

Date: \_\_\_\_\_

Laureen A Yamakido  
Contracting Officer Signature of Contracting Officer

Pacific FSO 1300 EVANS AVENUE, SUITE 200, SAN FRANCISCO, CA 94188-8200  
Address of Contracting Officer

## 1. CHOICE OF LAW

This Lease shall be governed by federal law.

## 2. RECORDING

Not Required

## 3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

## 4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer.

## 5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

## 6. SUBLEASE (See Addendum)

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

## 7. ALTERATIONS (See Addendum)

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

## 8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a



## General Conditions to USPS Ground Lease

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

### **9. HAZARDOUS/TOXIC CONDITIONS CLAUSE (See Addendum)**

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose, to the best of its knowledge, the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

a. that, to the best of its knowledge, the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;

b. that, to the best of its knowledge, there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and

c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

## 10. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

## 11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at [www.usps.com/publications](http://www.usps.com/publications).

Clause 1-1, Privacy Protection (July 2007)

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)

Clause 9-3, *Davis-Bacon Act* (March 2006)<sup>1</sup>

Clause 9-7, *Equal Opportunity* (March 2006)<sup>2</sup>

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)<sup>3</sup>

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)<sup>4</sup>

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>1</sup> For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

<sup>2</sup> For leases aggregating payments of \$10,000 or more.

<sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>4</sup> For leases aggregating payments of \$25,000 or more.



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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|                        |              |                 |                         |
|------------------------|--------------|-----------------|-------------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Mike Gent, Public Works |
| Submitting Department: | Public Works | District:       | Citywide                |
| Staff Recommendations: | None         |                 |                         |

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

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**Agenda Wording:**

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.

---

**Motion:**

I move to approve Resolution # 2016-71.

---

**Background:**

The FY2016 budget includes funding for new, growth related vehicles and equipment within the Sanitation Operations Fund. The City has been collecting development fee monies associated with the growth of Public Works as part of the Public Works Development Fee rate prior to 2014. As this growth has happened over time those monies collected can and should be used for the purchase of new vehicles and equipment. This budget amendment reallocates funding associated with the growth purchases to the Public Works development fee fund rather than the Sanitation Operations fund.

---

**Objective Analysis:**

The FY2016 budget includes a total of \$983,200 for the purchase of new vehicle and equipment related to growth within the Sanitation Operations fund. The Public Works Development Fee fund collects fees from developers to fund new capital or one-time items directly related to growth. Establishing appropriation in the Public Works Development Fee fund will allow the fund to pay for purchases of vehicles and equipment related to growth and lessen the burden on the Sanitation Operations fund.

---

**Policy Compliant:**

This resolution is compliant with City and Council policies.

---

**Financial Impact:**

This action will allow for the purchase of new, growth related vehicles and equipment to be funded by public works development impact fees. Contingency within the Sanitation Operations fund will increase

by \$983,200 while decreasing within the Public Works Development Fee fund by the same amount.

---

**Budget Impact:**

The amendment reallocates appropriations of \$983,200 within the Sanitation Operations fund from operating capital to contingency and \$983,200 within the Public Works Development Fee fund from contingency to operating capital for the purchase of new vehicles and equipment. These reallocations do not increase or decrease the approved total annual budget for FY2016. Any unspent amounts will be carried forward into FY2017 in the Public Works Development Fee fund as part of the FY2017 Capital Improvement Plan.

---

**FTE Impact:**

There is no FTE impact associated with this item.

---

**ATTACHMENTS:**

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☐ [Resolution 2016-71](#)

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## RESOLUTION # 2016-71

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$983,200 WITHIN THE SANITATION OPERATIONS FUND FROM CAPITAL TO CONTINGENCY AND \$983,200 WITHIN THE PUBLIC WORKS DEVELOPMENT FEE FUND FROM CONTINGENCY TO CAPITAL FOR THE PURCHASE OF NEW VEHICLES AND EQUIPMENT RELATED TO GROWTH.**

**WHEREAS**, the Public Works Development Fee fund was established to account for the inflow of public works development fees levied on new residential and commercial construction;

**WHEREAS**, public works development fees collected prior to 2014 can be used for the purchase of new vehicles and equipment which are directly related to the increased demand on services caused by growth;

**WHEREAS**, the FY2016 adopted budget includes funding for new vehicles and equipment related to growth within the Sanitation Operations Fund and contingency within the Public Works Development Fee Fund;

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

**WHEREAS**, this action will necessitate a budget amendment; and

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

**RESOLUTION # 2016-71**  
**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.

| <b>Fund, Account</b>                                   | <b>Current<br/>Appropriation</b> | <b>Increase<br/>(Decrease)</b> | <b>Amended<br/>Appropriation</b> |
|--------------------------------------------------------|----------------------------------|--------------------------------|----------------------------------|
| Sanitation Operations Fund,<br>Capital (One-Time)      | \$ 988,200                       | \$ (983,200)                   | \$ 5,000                         |
| Sanitation Operations Fund,<br>Contingency             | 1,996,700                        | 983,200                        | 2,979,900                        |
| Public Works Development Fee<br>Fund, Contingency      | 4,427,800                        | (983,200)                      | 3,444,600                        |
| Public Works Development Fee<br>Fund, Capital One-Time | -                                | 983,200                        | 983,200                          |
|                                                        | <hr/> \$ 7,412,700               | <hr/> \$ -                     | <hr/> \$ 7,412,700               |

The fund changes are as follows:

- The amendment reallocates appropriations of \$983,200 within the Sanitation Operations Fund from capital to contingency and \$983,200 within the Public Works Development Fee Fund from contingency to capital for the purchase of new vehicles and equipment without exceeding the approved total annual budget for FY2016.



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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|                        |              |                 |                                    |
|------------------------|--------------|-----------------|------------------------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Karl Zook, Public Works Department |
| Submitting Department: |              | District:       | Citywide                           |
| Staff Recommendations: | None         |                 |                                    |

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

---

**Agenda Wording:**

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

---

**Motion:**

I move to approve Ordinance #2016-05.

---

**Background:**

The purpose of this ordinance is to update Ordinance #09-07, to reflect the correct date of the City's adoption into the NFIP program. The ordinance stated the date when the City joined the NFIP was January 16, 1980, when in fact the date was actually December 15, 1978. The ordinance also updates the current dates of effective FIRM maps and Flood Control Regulations.

The updated language has been reviewed and approved by both the Arizona Department of Water Resource (ADWR) and the Flood Control District of Maricopa County (FCDMC).

---

**Objective Analysis:**

The proposed ordinance will have a positive effect on the City by ensuring the City is in compliance with current ADWR and FCDMC requirements.

---

**Policy Compliant:**

This proposal meets all relevant policies of the City of Surprise.

---

**Financial Impact:**

This item does not have an impact on operational costs or revenues.

---

**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

☐ [Ordinance 2016-05](#)

☐ [Original Ordinance #09-07](#)

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## **ORDINANCE 2016-05**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, PERTAINING TO THE NATIONAL FLOOD INSURANCE PROGRAM, ADOPTING BY REFERENCE FLOOD INSURANCE STUDY, FLOOD INSURANCE RATE MAPS, AND FLOODPLAIN MANAGEMENT REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.**

**WHEREAS**, the City of Surprise, located in Maricopa County has elected NOT to assume floodplain management responsibility as authorized in A.R.S. § 48-3610 and shall be known as District Dependent. The City of Surprise shall appoint a Floodplain Administrator who will be responsible for (1) coordinating with County Flood Control District staff regarding floodplain management and (2) verifying that the Community's participation in the National Flood Insurance Program is maintained and remains in good standing through adoption and enforcement of these Regulations.

**WHEREAS**, the Community Floodplain Administrator shall also be, at a minimum, responsible for the following:

1. Keep and maintain current Flood Insurance Studies and Flood Insurance Rate Map(s) applicable to their community;
2. Keep and maintain copies of the most current "Floodplain Regulations for Maricopa County" at the office of the City Clerk;
3. Keep and maintain elevation certificates (or acceptable records of lowest floor elevations) for all structures within the Special Flood Hazard Areas; and
4. Repeal or modify all existing local ordinances that conflict with these Regulations.

**WHEREAS**, the City of Surprise, Arizona joined the National Flood Insurance Program (NFIP) as a separate community on December 15, 1978, and under the NFIP, is the entity responsible for floodplain management within the City;

**WHEREAS**, the continued participation in the NFIP is in the best interest of the citizens of the City of Surprise;

**WHEREAS**, the Federal Emergency Management Agency (FEMA) published a countywide Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs), "Flood Insurance Study for Maricopa County, Arizona and Incorporated Areas", dated October 16, 2013 and "Flood Insurance Rate Maps for Maricopa County, Arizona and Incorporated Areas", dated October 16, 2013 and each community that participates in the NFIP is required to adopt floodplain management regulations consistent with Federal and State criteria;

**WHEREAS**, A.R.S. § 48-3609 assigns powers and duties for floodplain management to the Flood Control District of Maricopa County and the City of Surprise has elected NOT to assume those powers and duties as provided for in A.R.S. § 48-3610;

**WHEREAS**, the Flood Control District of Maricopa County has adopted Floodplain Regulations that meet the minimum requirements of the NFIP; and,

**WHEREAS**, those certain documents entitled “Flood Insurance Study for Maricopa County, Arizona and Incorporated Areas”, dated October 16, 2013 and “Flood Insurance Rate Maps for Maricopa County, Arizona and Incorporated Areas”, dated October 16, 2013 and all subsequent amendments and/or revisions are hereby designated as public records.

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

**Section 1.** The City of Surprise elects NOT to assume the responsibility of floodplain management from the Flood Control District of Maricopa County as provided for in A.R.S. §§ 48-3609; 3610. The City Engineer is designated as the NFIP Floodplain Administrator for the City, is responsible for coordinating with the Flood Control District of Maricopa County, and will serve as the community point of contact on NFIP issues for County, State and Federal officials.

**Section 2.** Those public records entitled “Flood Insurance Study for Maricopa County, Arizona and Incorporated Areas” dated October 16, 2013 with accompanying FIRMs dated October 16, 2013 and all subsequent amendments and/or revisions, copies of which shall be kept on file in the office of the City Clerk, are hereby adopted by reference as the basis for establishing the Special Flood Hazard Areas in the City of Surprise. The Special Flood Hazard Areas documented in the FIS and FIRMs are the minimum area of applicability of the floodplain management regulations and may be supplemented by studies for other areas as allowed in the regulations.

**Section 3.** That public record designated as the “Floodplain Regulations for Maricopa County” dated June 25, 2014 and all subsequent amendments and/or revisions, copies of which shall be kept on file in the office of the City Clerk, is hereby adopted as the legal basis for implementing floodplain management in this community.

**Section 4.** Repeal of conflicting ordinances. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 5.** Severability. If any portion of this ordinance is determined by a court of competent jurisdiction to be invalid, all remaining portions of this ordinance shall remain in full force and effect.

**Section 6.** Providing for penalties as per the Flood Control District of Maricopa County "Floodplain Regulations for Maricopa County", dated June 25, 2014, and all subsequent amendments and revisions, that currently reads as follows;

**Section 708. Penalties**

- a. It is a Class 2 Misdemeanor to engage in any Development or to divert, retard or obstruct the flow of waters in a watercourse without first securing the written authorization of the District. A violator may be subject to jail fines.
- b. The penalty for the civil offense of violation of Flood Control District regulations, ordinances or rules is a fine not in excess of that which is chargeable for a Class 2 Misdemeanor. Each day the violation continues constitutes a separate offense.
- c. All development located or maintained within any Special Flood Hazard Area since August 8, 1973, in violation of flood control statutes or regulations without authorization from the Floodplain Administrator is a public nuisance per se and may be abated, prevented or restrained by action of this political subdivision.
- d. Nothing in this section precludes any private right of action by any person damaged by another's unauthorized diversion, retardation or obstruction of a watercourse. Further the District is not precluded by anything in these Regulations from pursuing injunctive and other remedies as provided by law.

**PASSED, ADOPTED AND APPROVED** by the Mayor and Council of the City of Surprise, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

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Sherry Aguilar, City Clerk

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Robert Wingo, City Attorney

## **ORDINANCE #09-07**

### **AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, PERTAINING TO THE NATIONAL FLOOD INSURANCE PROGRAM, ADOPTING BY REFERENCE FLOOD INSURANCE STUDY, FLOOD INSURANCE RATE MAPS AND FLOODPLAIN MANAGEMENT REGULATIONS FOR MARICOPA COUNTY AS UPDATED AND REVISED; AND PROVIDING FOR AN EMERGENCY WITH AN IMMEDIATE EFFECTIVE DATE UPON PASSAGE.**

**WHEREAS**, the City of Surprise, Arizona joined the National Flood Insurance Program (NFIP) as a separate community on January 16, 1980, and;

**WHEREAS**, the City of Surprise, under the National Flood Insurance Program is the entity responsible for floodplain administration within the City, and;

**WHEREAS**, the continued participation in the National Flood Insurance Program is in the best interest of the citizens of the City of Surprise, and;

**WHEREAS**, the Federal Emergency Management Agency (FEMA) published a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for Maricopa County and incorporated areas with a FIRM panel effective date of September 30, 2005 and all subsequent approvals by FEMA of current published FIRM panels; and,

**WHEREAS**, each community that participates in the National Flood Insurance Program is required to adopt floodplain management regulations consistent with Federal criteria; and,

**WHEREAS**, the City of Surprise, has delegated the responsibility of floodplain management to the Flood Control District Of Maricopa County (FCDMC) as provided for in ARS 48-3610; and,

**WHEREAS**, the City of Surprise, reaffirms the delegation of responsibility of floodplain management to the Flood Control District of Maricopa County as provided for in ARS 48-3610; and,

**WHEREAS**, the Flood Control District Of Maricopa County has adopted Floodplain Regulations that meet the requirements of the National Flood Insurance Program; and

**WHEREAS**, those certain documents entitled "Flood Insurance Study for Maricopa County, Arizona and Incorporated Areas dated September 30, 2005" and "Flood Insurance Rate Maps dated September 30, 2005" and "Floodplain Management Regulations for Maricopa County (2006 Revision)" and all subsequent revisions to FCDMC regulations are hereby designated as public records.

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

**Section 1.** The City of Surprise, Public Works Director or "designee", is appointed/designated as the Floodplain Manager for the City and will serve as the community point of contact on National Flood Insurance Program issues for Local, County, State and Federal officials, responsible to coordinate with the District's staff for floodplain management, and to verify that the community's participation in the National Flood Insurance Program is maintained and remains in good standing through adoption and enforcement of the Floodplain Regulations for Maricopa County.

**Section 2.** Those public records entitled "Flood Insurance Study for Maricopa County, Arizona, and Incorporated Areas dated September 30, 2005" and "Flood Insurance Rate Maps dated September 30, 2005" and all subsequent amendments and/or revisions by FEMA, one hard copy and digital media which will be available on request shall be kept on file in the City Clerk's office and are hereby adopted by reference, as the basis for establishing the Special Flood Hazard Areas (SFHA) for floodplain management in the City of Surprise. The special flood hazard areas documented in the Flood Insurance Study and Flood Insurance Rate Maps are the minimum area of applicability of the floodplain management regulations and may be supplemented by studies for other areas as allowed in the floodplain management regulations.

**Section 3.** That public record in the Floodplain Management Regulations for Maricopa County (2006 Revision) and subsequent revisions, one hard copy and digital media which will be available on request shall be kept on file in the City Clerk's office, and is hereby adopted as the legal basis for implementing floodplain management in this community.

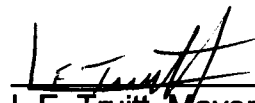
**Section 4.** Repeal of conflicting ordinances, abrogation and greater restrictions. This ordinance is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**Section 5.** Severability. If any portion of this ordinance is determined by a court of competent jurisdiction to be invalid, all remaining portions of this ordinance shall remain in full force and effect.

**Section 6.** Providing for Penalties. The Floodplain Management Regulations for Maricopa County, Article XII, as updated and revised and adopted by reference, includes provisions for violations, enforcement and penalties through the FCDMC.

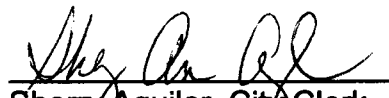
**Section 7.** Participation. In order to ensure the City of Surprise's continued and uninterrupted participation in the National Flood Insurance Program, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage by the Council and signature by the Mayor.

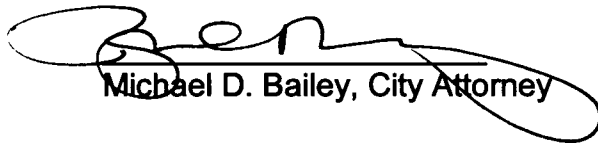
**PASSED AND ADOPTED** this 23<sup>rd</sup> day of July, 2009.

  
\_\_\_\_\_  
L.E. Truitt, Mayor

Attest:

Approved as to form:

  
\_\_\_\_\_  
Sherry Aguilar, City Clerk

  
\_\_\_\_\_  
Michael D. Bailey, City Attorney

Yeas: Mayor Truitt, Vice Mayor Johnson, Council Members; Longabaugh, Alton, Williams, Villanueva and Hall.

Nays: \_\_\_\_\_

#21



**CITY OF SURPRISE**  
Main Agenda

July 23, 2009 @ 6:00:00 PM

■ + Back Print

Council Meeting Date: July 23, 2009  
Submitting Department: Public Works  
Staff Recommendations: Approve

Contact Person: Robert Beckley, Public Works  
District: Citywide

---

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

---

**Agenda Wording:**

Consideration and action on Ordinance No. 09-07, an ordinance of the Mayor and Council of the City of Surprise, Arizona approving an ordinance pertaining to the National Flood Insurance Program, adopting by reference revised Flood Insurance Study and Flood Insurance Rate Maps and floodplain management regulations. (Final Reading)

---

**Motion:**

I move to approve the final reading of Ordinance No. 09-07

---

**Background:**

The City of Surprise, Arizona joined the National Flood Insurance Program (NFIP) as a separate community on January 16, 1980. The City of Surprise under the (NFIP) is responsible participation and floodplain administration.

Participation in the NFIP is in the best interest of the citizens of the City of Surprise by allowing residents to purchase flood insurance and provide assistance to the city's residents in the event of a flood. Participation in the NFIP requires that the City of Surprise adopt the most current and approved Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) prepared by Federal Emergency Management Agency (FEMA) as pertains to the affected community and adopt floodplain management regulations consistent with federal criteria.

The City of Surprise has previously delegated and reaffirmed the responsibility of floodplain management to the Flood Control District of Maricopa County (FCDMC) as provided for in ARS 48-3610. Furthermore, The Flood Control District of Maricopa County has adopted Floodplain Regulations that meet the requirements of the National Flood Insurance Program.

The City of Surprise through Ordinance No. 09-07 will adopt the most current documents entitled "Flood Insurance Study for Maricopa County, Arizona and Incorporated Areas dated September 30, 2005" and "Flood Insurance Rate Maps dated September 30, 2005" and "Floodplain Management Regulations for Maricopa County (2006 Revision)" and all subsequent revisions.

---

**Financial Impact Statement:**

There is not a direct financial impact associated by adopting Ordinance No. 09-07 to the City of Surprise. There are possible financial impacts to the citizens of Surprise for failing to adopt Ordinance No. 09-07 ranging from an increase in flood insurance fees, to the costs associated with not being able to insure commercial and residential structures.

---

**ATTACHMENTS:**

Click to download

☐ Ordinance 09-07

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**External Attachment Links:**

---

**Meeting Requirements:**

Powerpoint    x       Video                      White Board                      Other    x

---

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

**Nicholas Mascia, Development Engineer**  
**Robert Beckley, Public Works Director**

=====

**City Clerk's Office only**

**Council Action**

**Motion/Second:**

**Results:**

Truitt \_\_\_\_\_  
Longabaugh    **M** \_\_\_\_\_  
Alton \_\_\_\_\_  
Williams \_\_\_\_\_  
Villanueva \_\_\_\_\_  
Johnson       **S** \_\_\_\_\_  
Hall \_\_\_\_\_

For                      7  
Against              0  
Passed                X  
Failed \_\_\_\_\_  
Continue \_\_\_\_\_  
Tabled \_\_\_\_\_  
Absent \_\_\_\_\_

**FINAL READING**

# Daily News-Sun

10102 Santa Fe Drive Sun City, Arizona 85351  
623.977.8351 Fax 623.876.2589

CITY OF SURPRISE  
16000 NORTH CIVIC CENTER PLAZA  
Surprise, AZ 85374

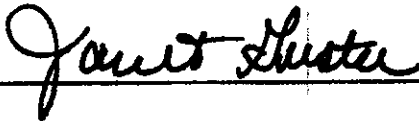
## Affidavit of Publication

I, Janet Gerster, Legal Clerk, am authorized by the publisher as agent to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Daily News Sun is a newspaper which is published daily, is of general circulation and is in compliance with the Arizona Revised Statutes 10-140.34 & 39-201.A & B. I solemnly swear that the notice as per copy attached, was published in the regular and entire edition of the said newspaper and not in any supplement. The below listed advertisement appeared in the following issues.

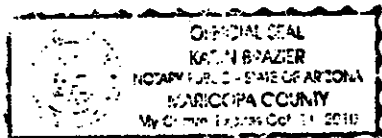
### DATES OF PUBLICATION:

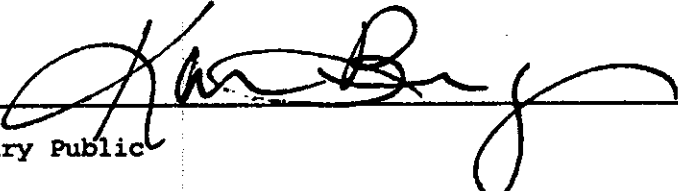
- 1) August 3, 2009
- 2) August 4, 2009
- 3) August 5, 2009
- 4) August 6, 2009

  
\_\_\_\_\_  
Legal Clerk

State of Arizona  
County of Maricopa

Subscribed and sworn to before me, in my presence, this 7<sup>th</sup> day of August, 2009



  
\_\_\_\_\_  
Notary Public

Ad caption: ORD. #09-07/16320941/\$542.28

\*Note: Customer is responsible for filing this document with the appropriate office.

## ORDINANCE #88-07

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, PERTAINING TO THE NATIONAL FLOOD INSURANCE PROGRAM, ADOPTING BY REFERENCE FLOOD INSURANCE STUDY, FLOOD INSURANCE RATE MAPS AND FLOODPLAIN MANAGEMENT REGULATIONS FOR MARICOPA COUNTY AS UPDATED AND REVISED; AND PROVIDING FOR AN EMERGENCY WITH AN IMMEDIATE EFFECTIVE DATE UPON PASSAGE.

WHEREAS, the City of Surprise, Arizona joined the National Flood Insurance Program (NFIP) as a separate community on January 16, 1980; and

WHEREAS, the City of Surprise, under the National Flood Insurance Program is the entity responsible for floodplain administration within the City; and

WHEREAS, the continued participation in the National Flood Insurance Program is in the best interest of the citizens of the City of Surprise; and

WHEREAS, the Federal Emergency Management Agency (FEMA) publish as a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for Maricopa County and incorporated areas with a FIRM panel effective date of September 30, 2005 and all subsequent approvals by FEMA of current published FIRM panels; and

WHEREAS, each community that participates in the National Flood Insurance Program is required to adopt floodplain management regulations consistent with Federal criteria; and

WHEREAS, the City of Surprise, has delegated the responsibility of floodplain management to the Flood Control District Of Maricopa County (FCDMC) as provided for in ARS 46-2510; and

WHEREAS, the City of Surprise, reaffirms the delegation of responsibility of floodplain management to the Flood Control District of Maricopa County as provided for in ARS 46-2510; and

WHEREAS, the Flood Control District Of Maricopa County has adopted Floodplain Regulations that meet the requirements of the National Flood Insurance Program; and

WHEREAS, those certain documents entitled "Flood Insurance Study for Maricopa County, Arizona, and Incorporated Areas dated September 30, 2005" and "Flood Insurance Rate Maps dated September 30, 2005" and "Floodplain Management Regulations for Maricopa County (2008 Revisions)" and all subsequent revisions to FCDMC regulations are hereby designated as public records;

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

**Section 1.** The City of Surprise, Public Works Director or "designee", is appointed/delegated as the Floodplain Manager for the City and will serve as the community point of contact on National Flood Insurance Program issues for Local, County, State and Federal officials, responsible to coordinate with the District's staff for floodplain management, and to verify that the community's participation in the National Flood Insurance Program is maintained and remains in good standing through adoption and enforcement of the Floodplain Regulations for Maricopa County.

**Section 2.** Those public records entitled "Flood Insurance Study for Maricopa County, Arizona, and Incorporated Areas dated September 30, 2005" and "Flood Insurance Rate Maps dated September 30, 2005" and all subsequent amendments and/or revisions by FEMA, one hard copy and digital media which will be available on request shall be kept on file in the City Clerk's office and one hard copy adopted by reference, as the basis for establishing the Special Flood Hazard Areas (SFHA) for floodplain management in the City of Surprise. The special flood hazard areas documented in the Flood Insurance Study and Flood Insurance Rate Maps are the minimum used of applicability of the floodplain management regulations and may be supplemented by studies for other areas as allowed in the floodplain management regulations.

**Section 3.** That public record in the Floodplain Management Regulations for Maricopa County (2008 Revisions and subsequent revisions, one hard copy and digital media which will be available on request shall be kept on file in the City Clerk's office and be hereby adopted as the legal basis for implementing floodplain management in this community.

**Section 4.** Repeal of conflicting ordinances, ordinances and zoning restrictions. This ordinance is not intended to repeal, abrogate or impair any existing ordinances, covenants or deed restrictions. However, where this ordinance and another ordinance, instrument, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**Section 5.** Severability. If any portion of this ordinance is determined by a court of competent jurisdiction to be invalid, all remaining portions of this ordinance shall remain in full force and effect.

**Section 6.** Providing for Penalties. The Floodplain Management Regulations for Maricopa County, Article 29, as updated and revised and adopted by reference, includes provisions for violations, enforcement and penalties through the FCDMC.

**Section 7.** Participation. In order to ensure the City of Surprise's continued and uninterrupted participation in the National Flood Insurance Program, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage by the Council and signature by the Mayor.

PASSED AND ADOPTED this 23rd day of July, 2009.

L.E. Trull, Mayor

Attest:

Sherry Aguilar, City Clerk

Michael D. Bailey, City Attorney

Yours: Mayor Trull, Vice Mayor Johnson, Council Members: Longenecker, Alton, Williams, Villanueva and Hall

Nays: .....

Published: Only News-Sun  
August 3, 4, 5, 6, 2009 16320941

Ad shown is not actual print size



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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

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|                        |                |                 |            |
|------------------------|----------------|-----------------|------------|
| Council Meeting Date:  | June 7, 2016   | Contact Person: | Terry Lowe |
| Submitting Department: | Water Resource | District:       | 6          |
| Staff Recommendations: | None           |                 |            |

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

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**Agenda Wording:**

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.

---

**Motion:**

I move to approve Resolution # 2016-73.

---

**Background:**

Project 21411 is in the FY2016 budget for \$425,000 for the replacement of the influent sluice gate at Plant 3. Replacement is critical for Wastewater operations. The gate isolates the wet well for preventative maintenance activities.

The influent junction structure is critical to divert wastewater while replacing the sluice gates. In the process of inspecting the influent junction structure at Litchfield Road, it was determined that the structure's coating has deteriorated causing exposure to the concrete beneath the coatings. In order to replace the sluice gates the influent junction structure must be repaired first.

---

**Objective Analysis:**

Positive Impact: Work can continue as planned and prevent raw sewage leaving the wastewater treatment process which could lead to costly Hazmat cleanup and possible fines.

Negative Impact: Fiscal strain on operational budget.

---

**Policy Compliant:**

This item is policy compliant with maintaining the city's assets.

---

**Financial Impact:**

An additional \$100,000 is needed for the junction box repairs. This request will utilize available savings from the Sewer operations budget for the repairs. Total costs for the Sluice Gate project will increase by

\$100,000 within the Sewer fund from \$425,000 to \$525,000. The project scope will be revised to include repairs to the junction box.

---

**Budget Impact:**

The amendment reallocates appropriations of \$100,000 within the Sewer Operations Fund from supplies and services to the Sluice Gate project for repairs associated with the junction box without exceeding the approved total annual budget for FY2016. Any unspent amounts related to the Sluice Gate project will be carried forward into FY2017.

---

**FTE Impact:**

There is no FTE impact associated with this item.

---

**ATTACHMENTS:**

Click to download

☐ [Resolution 2016-73](#)

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## **RESOLUTION # 2016-73**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$100,000 WITHIN THE SEWER OPERATIONS FUND FROM SUPPLIES AND SERVICES TO THE SLUICE GATE REPAIRS PROJECT FOR REPAIRS TO A JUNCTION BOX.**

**WHEREAS**, the FY2016 adopted budget includes appropriations of \$425,000 for the Sluice Gate Repairs project;

**WHEREAS**, the Water Resource Management has planned the repair of the Sluice Gate at the WRF SPA 1 per the project scope;

**WHEREAS**, upon inspection it was determined that the influent junction structure was not sound and will need to be repaired;

**WHEREAS**, in order to complete the repair of the sluice gate, the junction box must be repaired at a projected cost of \$100,000;

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

**WHEREAS**, this action will necessitate a budget amendment; and

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

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

**Section 1.** The Finance Department is authorized to make the fund source budget adjustments described and estimated in "Exhibit A."

**Section 2.** That the statements and schedules attached as "Exhibit A" and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2015 through June 30, 2016.

**SIGNATURES ON THE FOLLOWING PAGE**

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

**RESOLUTION # 2016-73**  
**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.

| <b>Fund, Object, Project</b>                                  | <b>Current<br/>Appropriation</b> | <b>Increase<br/>(Decrease)</b> | <b>Amended<br/>Appropriation</b> |
|---------------------------------------------------------------|----------------------------------|--------------------------------|----------------------------------|
| Sewer Operations Fund, Supplies                               | \$ 1,624,100                     | \$ (41,000)                    | \$ 1,583,100                     |
| Sewer Operations Fund, Services                               | 2,363,400                        | (59,000)                       | 2,304,400                        |
| Sewer Operations Fund, Capital,<br>Sluice Gate Repairs #21411 | 425,000                          | 100,000                        | 525,000                          |
|                                                               | <u>\$ 4,412,500</u>              | <u>\$ 0</u>                    | <u>\$ 4,412,500</u>              |

The fund changes are as follows:

- The amendment reallocates appropriations of \$100,000 within the Sewer Operations Fund, supplies and services to capital, project #21411 Sluice Gate Repairs for repairs associated with the junction box without exceeding the approved total annual budget for FY2016.



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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

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|                        |              |                 |                                |
|------------------------|--------------|-----------------|--------------------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Sherry Ann Aguilar, City Clerk |
| Submitting Department: |              | District:       | Citywide                       |
| Staff Recommendations: | None         |                 |                                |

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

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**Agenda Wording:**

Consideration and action on the minutes of May 17, 2017 Regular City Council Work Session and Regular City Council Meeting.

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**Motion:**

I move to approve the meeting minutes.

---

**Background:**

---

**Objective Analysis:**

---

**Policy Compliant:**

---

**Financial Impact:**

---

**Budget Impact:**

---

**FTE Impact:**

---

**ATTACHMENTS:**

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☐ [5/17 WKS](#)

☐ [5/17 REG MTG](#)

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

Tuesday, May 17, 2016 @ 04:00 PM

**Call to Order**

**Roll Call**

Mayor 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, May 17, 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**

**Call to the Public**

Alyson Cline, President of Friends of the Library here in Surprise. Advocate for fundraising and programs, grant program to support schools. We would like to help encourage the Library, Maricopa County and Surprise to have the OTS library open more hours. We would like to make ourselves available to volunteer to make this library more accessible. We supported Dysart District schools, contribute 188,000. in funds to the school district. Summer reading programs, books in book store. Here to be good partners to the City and our residents.

**Regular Agenda Item - Non-Public Hearing**

**1 – Discussion pertaining to an intergovernmental agreement with the Maricopa County Library District to operate the Northwest Regional Library and Hollyhock Library - NO ACTION**

## **Regular City Council Work Session Minutes – May 17, 2016 – Page 2**

CRS Assistant Director, Donna Miller gave an overview of a powerpoint presentation regarding an intergovernmental agreement with the Maricopa County Library District to operate the Northwest Regional Library and Hollyhock Library.

Council Member Winters - Why has the patronage dropped off?

Maybe southern residents are going to White Tanks Library.

Council Member Hall- Have we thought about hiring our own employees to run the library?

Ms. Miller - Would need to do a Feasibility study.

Council Member Hall - The library is a huge asset to the City, my experience, the personnel could use some assistance. The Olive library really doesn't have what ours has. I wonder if the Surprise library has more personnel issues. If we are going to continue to pay fees, then we need to have more input. Do we need security there all the time? It comes off as a little intimidating.

Ms. Miller - Per County mandate.

Council Member Tande - I really like the idea of a feasibility study, I think it is time to take a look at this. The computers are very heavily used. Look at how Olive impacts us as well.

Council Member Villanueva - How does the County feel about volunteers at the library?

Ms. Miller - they prefer to have their own staff to run the programs.

Mayor Wolcott - So the Olive library is in the County? I am surprised that they don't have more visitors but I realize it is out of the regular pedestrian areas. That being said, there is no additional funds going into the County library, but libraries in the cities are having to supplement. I find this curious.

Council Member Hall - FY14/15 figures are the latest. What do you think about the Hollyhock Library having volunteers?

Ms. Miller - this would have to be up to the County.

City Manager Wingenroth - referenced the cost.

**2 – Presentation and discussion pertaining to a zoning text amendment and rezoning application to create a new Surprise Heritage District (SHD) zoning district for the Original Townsite and apply two corresponding overlay zones: Residential Overlay (RO) and Commercial Overlay (CO) - NO ACTION**

City Planner, Joshua Mike gave an overview of the Surprise District Overlay. A powerpoint presentation was reviewed.

Council Member Tande - estimate the percentage of RO/CO for OTS. Little over 1/2.

Mr. Mike - 350 acres of residential.

Council Member Tande - Will we get more examples of cottages/businesses, etc., that work and won't work. Are we going to have enough parking for small businesses, or are we going to need to look at purchasing vacant lots?

Council Member Tande - Do we anticipate any need for public restrooms?

Mr. Mike - this has not been discussed as of yet.

Council Member Hall - What kind of incentives are we talking about?

Mayor Wolcott - Slides for manufactured homes, could be used in the overlay, it really speaks to the design standards, and is authentic to the community. Kudos to the staff in recognizing the authenticity of the neighborhood. When you drive through the neighborhood, you can clearly see the history.

Council Member Villanueva - Thanked staff for their efforts for over a 10 month process. It has been a constant information and feedback, and it is truly appreciated.

**3 – Presentation and discussion pertaining to the City's Risk and Insurance programs.**

Risk Manager, Brian Carmichael gave an overview pertaining to the City's Risk and Insurance programs.

There were no comments or questions from Mayor and City Council.

**4 – Presentation and discussion from students in the Capitol Scholars program representing Arizona Charter Academy & Imagine Prep.**

## **Regular City Council Work Session Minutes – May 17, 2016 – Page 4**

Paul Bernardo introduced Nanette Kliner from Arizona Charter Academy and Mrs. Neal. Presented proposals to the Council.

Arizona Charter Academy:

Council Member Hall - Unclear on the data, but don't want to put you on the spot. Just want to make sure I understand what the issues are. I don't see Market Street on the data. Martin Lucero clarified.

### Foster Care Engagement Program

Council Member Villanueva - Age group?

Council Member Hall - Big project, I think you need to wrestle this down for more data. What's the fixed cost?

Council Member Tande - Great idea, keep working on this. We are working on similar programs, not ready to launch yet.

### Kitchen on Wheels

Provides meals for families in need.

### At Risk Youth Program

Council Member Williams - Foster care engagement program. You have touched on something that is increasingly evident in our communities.

### Park Beautification Project

Community Garden and beautification of local parks

Council Member Hall - Very worthy project, give you an idea to teach other kids to not litter and you can start with the Surprise park.

Mayor Wolcott - We are in good hands with our youth and our future. It is critical to see that our kids are engaged in their communities.

## **Executive Session**

**Regular City Council Work Session Minutes – May 17, 2016 – Page 5**

**Adjournment**

Mayor Wolcott adjourned the Regular City Council Work Session of May 17, 2016 at 5:40 PM

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Sharon R. Wolcott, Mayor

**ATTEST:**

---

Sherry Ann Aguilar, City Clerk

**CERTIFICATION:**

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, May 17, 2016.**

---

Sherry Ann Aguilar, City Clerk

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

Tuesday, May 17, 2016 @ 06:09 PM

**Call to Order**

**Roll Call**

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:09 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, May 17, 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**

**A proclamation recognizing May 15-21, 2016 as National Public Works Week in Surprise. Mayor Sharon Wolcott will present the proclamation to Surprise's Public Works Director Mike Gent and Water Resource Management Director Terry Lowe.**

Mayor Wolcott read aloud a proclamation recognizing this week as Public Works Week. The proclamation was then presented to PW Director, Mike Gent and Water Resources Director, Terry Lowe.

Paul Bernardo, Youth Services Coordinator recognized Country side students for conducting the pledge of allegiance. Thanked Michelle Click and Marcy Hassler for their efforts bringing the youth to the meeting.

**City Manager Report**

**City Attorney Report**

## **Regular City Council Meeting Minutes – May 17, 2016 – Page 2**

### **City Clerk Report**

City Clerk Aguilar reported on drop off location today, May 17, 2016 35 ballots were dropped off.

Mayor Wolcott thanked City Clerk Aguilar for making this service available to the residents.

### **Call to the Public**

Alyson Cline - President of the Friends of the Surprise Library. Why is the use of our library going down? Staff turnover, 5 people short, County did some reorganization. Currently 3 openings at the Surprise Library. Friends of the Library Paid for 100 percent of the Summer Reading Program last year.

Melissa Green - Surprise resident, the school district and the City is low on funds. Raise taxes on citizens, this is the same cycle everywhere. You have the ability to be a little different a little bold and forward thinking. 1.5 million tax dollars, listen and act. You can continue to ask citizens for more money, but only after you have made every effort.

Ed Hanzel - Surprise resident spoke on plat maps being improved for new developments with open retention areas for water retention. There are no parking spaces available at these pocket parks.

Georghe Iancu - (Handout for the record) Spoke on zoning issues with adult home care. Have contacted the City on 3 separate occasions and no resolution.

### **Consent Agenda**

**1 – Consideration and action pertaining to approval of the final plat entitled "Sycamore Farms, Parcel 12, Phase 2" and dated March 25, 2016, a 7.92 acre, 70 lot, medium density single-family subdivision generally located south of Cactus Road between North 165th Drive and SR303 - APPROVED**

**2 – Consideration and action declaring the City's intention to create the City of Surprise, Arizona, Autoshow West 2 #152 Street Lighting Improvement District pursuant to A.R.S. 48-616; Resolution # 2016-65 - APPROVED**

**3 – Consideration and action regarding a Final Plat for Southgate at Canyon Ridge - APPROVED**

**4 – Consideration and action to amend the fiscal year 2016 budget by reallocating appropriations of \$18,500 within the Grants Fund and General Fund for the Community Resource Center Project for the purposes of aligning budget authority related to a Maricopa County grant; Resolution # 2016-56 - APPROVED**

**5 – Consideration and action on the meeting minutes of May 4, 2016 Regular City Council Meeting and the May 5, 2016 Special City Council Meeting - APPROVED**

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

**Regular Agenda Item - Public Hearing**

**6 – Consideration and action pertaining to approval of a rezone from Low Density Residential of 3.38 dwelling units per acre to Low Density Residential of 3.96 dwelling units per acre by Major Amendment to the Acoma Court PAD, a 29.55 acre property generally located 1,650 feet west of Reems Road and north of West Acoma Drive; Ordinance #2016-09 - APPROVED**

City Planner, Bart Wingard gave a powerpoint presentation regarding items 6 and 7.

Council Member Hall - The fugitive dust, what is the situation with watering the site daily?

Mr. Wingard - Yes, this is regulated.

Council Member Hall - On the sign, the public hearing was to be determined. How did we notify the residents.

Mr. Wingard - it was sent to each household and a newspaper notice.

Council Member Williams - Questioned access in and out of the developments.

Council Member Williams made the motion to approve Ordinance 2016-09. Council Member Hall seconded the motion. Seven yes votes. Motion carried.

**7 – Presentation and action pertaining to approval of a preliminary plat entitled "Acoma Court" dated March 7, 2016, a 29.55 acre, 117 lot, Low Density Residential subdivision generally located 1,650 feet west of Reems Road and North of West Acoma Drive; Resolution 2016-75 - APPROVED**

Council Member Villanueva made the motion to approve Resolution 2016-75. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

**8 – Consideration and action pertaining to an amendment to the Surprise Municipal Code Chapter 122, Sections 122-56 through 63, and 122-105 regarding Outdoor Storage, Outdoor Display, and Temporary Uses; Ordinance 2016-08 - APPROVED**

City Planner, Bart Wingard reported on Ordinance 2016-08.

Council Member Tande - Expand on the process of obtaining permission.

Mr. Wingard - Yes you would have to come to the City for permitting, they are small enough to be considered administrative.

Council Member Villanueva - Questioned which bins are not permitted.

Mayor Wolcott - Is this premature?

Mr. Wingard - I don't believe so, there is still another step.

Community Development Director Fitzner - Explained that this action will establish a clear process for approval.

Council Member Hall - Seasonal stocking and hotel renovations, don't want it to be too cumbersome.

Council Member Winters made the motion to approve Ordinance 2016-08. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

**9 – Consideration and action pertaining to approval of a Major Amendment to the Desert Oasis PAD to modify the Medium Density Residential development standards for a 41.33 acre parcel generally located at the northwest corner of 173rd Avenue and Jomax Road; Ordinance # 2016-10 - APPROVED**

City Planner, Sergio Angulo gave a presentation for both 9 & 10 for Desert Oasis.

Council Member Winters - Referenced the vicinity map, is this a mix of one and two story homes?

Mr. Angulo - Yes

Council Member Winters - This particular family development has a pool, is this something that is applicant driven?

## **Regular City Council Meeting Minutes – May 17, 2016 – Page 5**

Mr. Angulo - Civil Engineer on the project, built similar product throughout the valley, potential buyers want a community pool.

Council Member Hall - Questioned map and parking spaces on the map.

Council Member Villanueva - This is a lot of houses, do we still only have 163rd Avenue for access to Grand?

Mr. Angulo - Yes at this point that is correct.

There are future plans to add another access point off of Happy Valley and Jomax Road.

Council Member Tande - Has the market driven the standards on front driveways?

Mayor Wolcott - Yes, I agree this is a lot of homes and a lot of cars. How will the fire trucks get in and out of this area?

Lloyd Abrams, fire department is part of the review process. From this stand point ,we are okay.

Mayor Wolcott - Please show the slide that shows the elementary school site. How many children will be coming out of this school? My biggest concern is the impact of the schools, how do we really know? I would like to make sure we reach out to the schools in the planning process, there needs to be a really tight working relationship.

Council Member Tande - Reviewing Nadaburg school letter; read superintendent's comments; Trusting the professionals.

### **Public Comments:**

Paula Cogglin, Desert Oasis, my biggest objection is that I am in love with the desert and Surprise we have the opportunity to make this a premier area. Why is this even happening, I don't want to look at this every day. I don't consider retention basins as open space. I don't want to see a bunch of rooftops in the desert.

Bill Cogglin, Desert Oasis - two main points to consider. Vicinity map, the round-about is a very tiny roundabout and with 2 accesses, will make a constant flow of traffic morning and evening. This will create a terrible traffic control. Also, with high density, we are always hearing about water issues in the desert.

## **Regular City Council Meeting Minutes – May 17, 2016 – Page 6**

Youth member - When it comes to this issue, Surprise is a growing City, I can respect that you don't want this where you live, or is it that you don't want this at all?

Council Member Winters - I for one, would really have the initial voters, but I have concerns about access to the development, I hear this all the time.

Mayor Wolcott - I am sympathetic to Councilmember Winters concerns, this was once my district. We are a growing City, this Council has inherited 120,000 single family lots that have been put in place, so it is our best effort to respond to the rights of the developer. It's a real challenge. Those lots have a right to develop. This is delicate balancing act for the Council. I assure you that this Council is very much in favor of preserving open space. I appreciate the audience concerns and we hear you loud and clear.

Council Member Hall made the motion to approve Ordinance 2016-10. Council Member Biundo seconded the motion. Six yes votes, one no votes (Winters). Motion carried.

### **10 – Consideration and action pertaining to approval of a preliminary plat entitled "Cortana at Desert Oasis at Surprise" dated March 21, 2016, a 41.33 acre, 269 lot, Medium Density Residential subdivision generally located west of 173rd Avenue and north of Jomax Road; Resolution # 2016-74 - APPROVED**

Council Member Villanueva made the motion to approve Resolution 2016-74. Council Member Hall seconded the motion. Six yes votes, 1 no vote (Winters). Motion carried.

### **11 – Consideration and action pertaining to adoption of the rates for stormwater services, including available credits for commercial customers, and setting an effective date of November 1, 2016; Resolution # 2016-60 - APPROVED**

Water Resources Director, Terry Lowe gave an overview of this item.

There were no comments or questions from the public and City Council.

Council Member Winters made the motion to approve Resolution 2016-60. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

## **Regular Agenda Item - Non-Public Hearing**

### **12 – Presentation and discussion pertaining to the White Tank Mountains Conservancy - NO ACTION**

## **Regular City Council Meeting Minutes – May 17, 2016 – Page 7**

Community Development Director, Eric Fitzer gave an overview pertaining to the White Tank Mountains Conservancy. \$25,000. for a one-time fee, that is being worked into the next budget year.

Mayor Wolcott - One year ago to the day, I was approached by the Mayor of Buckeye and DMB, and was heart-broken that this wasn't part of the budget process. It is very important to protect the White Tanks Mountains, so glad to have this back before us.

Council Member Tande - I think this is a good idea, but want clarification on what the membership means? Is this advisory membership?

Mr. Fitzer - More of an advisory type of membership, but involved in discussions. Currently, we have been at the conversation level. This will take us to the next level.

Council Member Winters - I appreciate you getting this on the agenda tonight, very pleased to become a member of this organization.

Council Member Biundo - This is truly one of the keys to our future, I welcome this.

Council Member Villanueva - Was there any further plans about the resort we talked about at one time.

Mr. Fitzer - We have been having active conversations with the Arizona State Land Department on this issue. It's a long time away but active discussion.

**13 – Consideration and action amending the Fiscal Year 2016 Budget by reallocating appropriations to proportionately allocate the Training Center project #21608 between the sewer and water funds, and reallocate appropriations from the Entry Gate and Block Wall project #21516 to the Training Center Project #21608 to complete the new Campus Entry Drive and site specific infrastructure in conjunction with scheduled school opening; Resolution # 2016-66 - APPROVED**

Water Resources Director, Terry Lowe gave an overview of this item.

Council Member Winters - I would like to congratulate you and your team for a great collaborative effort.

Council Member Williams - This isn't an actual budget increase, shifting funds around to the right areas.

Council Member Tande - Budget adjustments

## **Regular City Council Meeting Minutes – May 17, 2016 – Page 8**

### **Other Business**

Council Member Williams - Status report on Parks & Rec programs 2nd by Council Member Tande.

### **Executive Session**

### **Adjournment**

Council Member Villanueva made the motion to adjourn the Regular City Council Meeting of May 17, 2016 at 8:29 PM. Council Member Winters seconded the motion. Motion carried.

---

Sharon R. Wolcott, Mayor

### **ATTEST:**

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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, May 17, 2016.**

---

Sherry Ann Aguilar, City Clerk



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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

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|                        |              |                 |                       |
|------------------------|--------------|-----------------|-----------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Fire Chief Tom Abbott |
| Submitting Department: |              | District:       | Citywide              |
| Staff Recommendations: | None         |                 |                       |

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|         |                                     |         |                          |                |                          |                   |                          |
|---------|-------------------------------------|---------|--------------------------|----------------|--------------------------|-------------------|--------------------------|
| Consent | <input checked="" type="checkbox"/> | Regular | <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Report/Discussion | <input type="checkbox"/> |
|---------|-------------------------------------|---------|--------------------------|----------------|--------------------------|-------------------|--------------------------|

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**Agenda Wording:**

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.

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**Motion:**

I move to approve Resolution # 2016-84.

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**Background:**

This is a cooperative agreement between the cities of Goodyear, Avondale, Peoria, Surprise and Sun City Fire and Medical Departments to work cooperatively with Vitalyst Health Foundation to create a regional paramedicine service delivery model that addresses the issue of high frequency patient use of the 911 system. Vitalyst Health Foundation has awarded grant funding in the amount of \$125,000 to be allocated between participating agencies. The portion of grant funding allocated to the City of Surprise is estimated at \$20,000.

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**Objective Analysis:**

The Community Paramedicine program should commence around the first of October with a goal of visiting the "top ten-percent" of patients that dial 911 more than three times per month or 15 times in a calendar year. The intent is to measure whether we can reduce the recidivism of the patients; thus, reducing the cost to the overall health care system and reducing the overarching costs to departments valley wide.

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**Policy Compliant:**

All policies and protocols on a local, state and national level will be adhered to.

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**Financial Impact:**

The grant award allocated to the City of Surprise is \$16,000 for overtime and \$4,000 for travel and training for a one-time total of \$20,000. There are no City match requirements for this grant.

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**Budget Impact:**

This grant is included as a part of the FY2017 budget in the amount of \$20,000.

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**FTE Impact:**

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

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**ATTACHMENTS:**

Click to download

- ☐ [Community Paramedicine IGA Vitalyst Heald Foundation](#)
  - ☐ [Resolution # 2016-84](#)
-

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF GOODYEAR, CITY OF AVONDALE, CITY OF PEORIA,  
CITY OF SURPRISE, AND SUN CITY FIRE AND MEDICAL DEPARTMENT  
TO  
DEVELOP A COMMUNITY PARAMEDICINE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT for the development of a grant-funded community paramedicine pilot project (“Agreement”) is entered into as of May 2, 2016 by and among the City of Goodyear, an Arizona municipal corporation (“Goodyear”), Avondale, an Arizona municipal corporation (“Avondale”), City of Peoria, an Arizona municipal corporation (“Peoria”), City of Surprise, an Arizona municipal corporation (“Surprise”) and Sun City Fire and Medical Department, an Arizona fire district (“Sun City Fire”). Goodyear, Avondale, Peoria, Surprise and Sun City Fire are collectively referred to in this Agreement as the “Partnering Agencies” and each individually as a “Party.”

**RECITALS**

- A. Mobile integrated healthcare is the provision of healthcare using patient-centered, mobile resources in an out-of-hospital environment. Community paramedicine is a locally designed, community-based, collaborative model of care that leverages the skills of paramedics and EMS systems to address health care gaps identified through a community-specific needs assessment.
- B. The Partnering Agencies desire to work cooperatively to create a regional approach to Mobile Integrated Healthcare and Community Paramedicine (“MIHP-CP”) service delivery and education development.
- C. The Partnering Agencies desire to work collaboratively to develop a regional community paramedicine pilot program that addresses patients who are high frequency users of the 911 system (“Program”), as well as to develop a regional community standard paramedic training curriculum (“Curriculum”).
- D. The Partnering Agencies desire to enter into this Agreement to set forth the responsibilities and obligations of the Partnering Agencies with respect to the Program and the Curriculum.
- E. The Partnering Agencies are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§ 11-951 and 11-952.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the Partnering Agencies agree as follows:

1. Program Components. The Program will consist of the following components: training and curriculum development, data collection, patient interactions, and data analysis, and development of performance measures.
2. Curriculum Development and Training. The Partnering Agencies' first task will be to develop the Curriculum and provide training to selected employees from each Party. To accomplish this task the Partnering Agencies will form a committee ("Training Committee").
  - 2.1 Each Party shall designate one employee to serve on the Training Committee. In addition, Gail H. Bradley, M.D., the contracted medical director for Peoria, Goodyear and Sun City Fire ("Medical Director"), shall serve on the Training Committee.
  - 2.2 The Training Committee shall determine the training modules to be included in the Curriculum. Notwithstanding the foregoing, the Curriculum shall include, but not be limited to, the following modules: electronic patient care reporting (ePCR) system and data collection; high frequency user (as defined in Section 4) patient list and selection; approaching patients safely and scripting the approach to the patient; stages of behavioral change and accessing crisis intervention; hospice/palliative care; community paramedic quality assurance; triggers for referral; and home safety, health and environment.
  - 2.3 The Curriculum shall be no less than eight (8) hours in duration but not more than forty (40) hours.
  - 2.4 In developing the Curriculum, the Training Committee shall seek input from all Fire Department based MIHP-CP programs within the Phoenix Metro west region.
  - 2.5 The Curriculum shall be a standardized curriculum suitable for use by all current and future MIHP-CP providers within Arizona.
  - 2.6 The Training Committee shall designate three paramedics from each Party to attend the initial training class.
  - 2.7 The Training Committee shall determine the location where the training will be conducted. The Partnering Agencies agree to work cooperatively to identify and make available suitable space at one of the Party's facilities for the training to be held.
  - 2.8 The training shall be provided by the Medical Director and other qualified individuals selected by the Training Committee.
  - 2.9 The Curriculum shall be developed and the training completed no later than October 28, 2016.
3. Data Collection. The Partnering Agencies will use an electronic patient care reporting system (ePCR) for the field collection of data.
  - 3.1 Before any patient interaction occurs, the Partnering Agencies shall work cooperatively to develop a data collection form that will be used by all Partnering Agencies. The data collection form shall be developed so that it

- enables the Partnering Agencies to create a database capable of tracking variables such as client demographics, services requested, patient diagnosis, chief complaint, referring physician, referrals to other services by a community paramedic, and outcomes.
- 3.2 The Partnering Agencies will use ZOI software as the data collection tool and will enter their data into one database.
  - 3.3 Each Party shall be responsible for its own data collection.
4. Patient Interaction. After the data collection form is developed and training is completed, the Partnering Agencies shall identify and contact the top 10% of high frequency users of 911 services. “High frequency users” are those patients that access the 911 system three or more times during a month or fifteen or more times in a year.
- 4.1 The Partnering Agencies will work collaboratively to provide vehicles from their existing resources to be used in the Program. At a minimum the vehicles should be equipped with an MCT and a mobile radio and 2 portable radios capable of communication with the Phoenix Regional Dispatch Center.
  - 4.2 Goodyear and Avondale shall work cooperatively to staff one vehicle, and Peoria, Surprise, and Sun City Fire shall work cooperatively to staff one vehicle.
  - 4.3 Each vehicle shall be staffed with two paramedics (“Paramedic Team”). Notwithstanding the foregoing, if the Partnering Agencies are, on occasion, unable to staff a vehicle with two paramedics, a vehicle may be staffed with one paramedic and one emergency medical technician (EMT).
  - 4.4 Each vehicle shall be staffed up to 20 hours a week.
  - 4.5 In addition to staffing the vehicles, the Partnering Agencies shall identify and provide each Paramedic Team with medical and diagnostic equipment required for a MIHC-CP paramedic assessment. Such medical and diagnostic equipment may include, but is not limited to, cardiac monitors, thermometers, and blood pressure measuring devices. The Partnering Agencies agree to collaborate to assemble the required equipment from their existing supplies. There is no expectation that any Partnering Agency will purchase additional equipment solely for the use in the Program.
  - 4.6 The Paramedic Teams will contact patients who have been identified as the top 10% of high frequency users (“Participating Patients”) to determine their healthcare needs, their access to healthcare services, and the availability of resources to meet their daily needs.
  - 4.7 The Paramedic Teams will also provide information to Participating Patients on available resources in an effort to increase Participating Patients’ understanding and effective utilization of healthcare and community resources.
  - 4.8 The information the Paramedic Teams collect from Participating Patients shall be entered into one database.
5. Data Analysis. Following the data collection through patient interaction, the Partnering Agencies will work cooperatively to review and evaluate the data using both patient specific and systematic criteria.

- 5.1 The Partnering Agencies will evaluate the collected data to determine the Participating Patients' perception of the Program's value, and to measure the Participating Patients' improved understanding and management of their healthcare during the Program as well as the reduction in their reliance on the 911 system.
  - 5.2 Using the collected data, the Partnering Agencies will evaluate the efficacy of implementing a regional Program as follows.
    - 5.2.1 Correlate the reduction in 911 system use to readmission data for Participating Patients.
    - 5.2.2 Determine the overall associated costs for providing the Program and identify a plan for its sustainability.
    - 5.2.3 Extrapolate possible savings in healthcare costs.
    - 5.2.4 Identify a regional inter-departmental MIHP-CP model that is cost-effective and outcome-driven.
    - 5.2.5 Identify partnerships and a resource network for a sustainable regional Program.
6. Development of Performance Measures. Based on the data analysis, the Partnering Agencies shall develop performance measures for MIHP-CP service delivery.
7. Funding and Costs. The Program will be funded by a \$125,000 grant from St. Luke's Health Initiative to the City of Goodyear. The grant funds shall be equitably divided among the Partnering Agencies with estimated costs as follows: (1) \$80,000 shall be allocated evenly between the Partnering Agencies to cover staffing costs; (2) \$20,000 shall be allocated for Curriculum development; (3) \$20,000 shall be allocated for training costs; and (4) \$5,000 shall be allocated for payment to the Medical Director for her assistance with the Program.
8. Term of Agreement. This Agreement shall be effective upon the date of the last signature below ("Effective Date") and will remain in full force and effect for one (1) year. This Agreement may be renewed for successive one (1) year periods upon mutual consent of the Partnering Agencies in writing and signed by persons duly authorized to enter into contracts on behalf of the Partnering Agencies.
9. Termination. Any Party may terminate its participation in this Agreement with or without cause upon twenty (20) days written notice to the Partnering Agencies.
10. Amendments. This Agreement may be modified only by a written amendment signed by each Party's authorized designee.
11. Workers Compensation. Pursuant to A.R.S. § 23-1022 (D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Partnering Agencies. The primary employer shall be solely liable for any workers' compensation benefits. Pursuant to A.R.S. § 23-1022(E), each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

“All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances, they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers’ compensation.”

12. Insurance. Each Party agrees to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. This insurance requirement may be satisfied by the purchase of insurance or through the provisions of a self-insurance program.
13. Indemnification. Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Partnering Agencies (as “Indemnitees”) for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury or personal injury (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee(s) are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
14. Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
15. Further Acts. Each Party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
16. Nondiscrimination. The Partnering Agencies agree to comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination.
17. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Partnering Agencies warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Each Partnering Agency has the right to inspect the documentation of the other Partnering Agencies to ensure compliance with this paragraph. A Party’s breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of the Agreement by the non-breaching Partnering Agencies.
18. Notice. All notices, claims, requests, and demands under this Agreement shall be in writing and served in person by U.S. Mail, registered or certified, return receipt, postage prepaid, to

the addresses set forth below or at such other address as shall be indicated in writing by such Party. Service by certified mail shall be deemed to occur three business days after being placed in the U.S. Mail, properly addressed with sufficient postage. In-person notice shall be deemed received when delivered to such Party. Any notice required to be given under this Agreement shall be provided to all Partnering Agencies.

|                      |                                                                                                                                                     |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| If to Avondale:      | City of Avondale<br>11465 W. Civic Center Drive<br>Avondale, AZ 85323<br>Attn: David Fitzhugh, City Manager                                         |
| If to Goodyear:      | City of Goodyear<br>190 N. Litchfield Road<br>Goodyear, AZ 85338<br>Attn.: Brian Dalke, City Manager<br>Copy to: Roric Massey, City Attorney        |
| If to Peoria:        | City of Peoria<br>8401 W. Monroe Street<br>Peoria, AZ 85345<br>Attn: Carl Swenson, City Manager                                                     |
| If to Sun City Fire: | Sun City Fire and Medical Department<br>18602 N. 99 <sup>th</sup> Avenue<br>Sun City, AZ 85373<br>Attn: Michael Thompson, Fire Chief                |
| If to Surprise:      | City of Surprise<br>16000 N. Civic Center Plaza<br>Surprise, AZ 85374<br>Attn: Bob Wingenroth, City Manager<br>Copy to: Robert Wingo, City Attorney |

19. Governing Law. The laws of the State of Arizona shall govern this Agreement. Any suit or action pertaining to this Agreement shall be brought in the Maricopa County Superior Court.
20. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A counterpart being brought forward by a Party for approval by its legislative body or equivalent shall be signed and executed in accordance with that Party's practice. Neither a signature nor a signature line for every Party shall be required in each counterpart. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Partnering Agencies may be physically attached to a single document.

21. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of a Party, the Agreement will promptly be physically amended to make such insertion or correction.
22. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
23. Entire Agreement; Interpretation; Parole Evidence. This Agreement represents the entire agreement of the Partnering Agencies with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any party except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.
24. Assignment. No right or interest in this Agreement shall be assigned or delegated by a Party to this Agreement without prior, written permission of each Party, signed by persons duly authorized to enter into contracts on behalf of the Partnering Agencies.
25. Legal Obligations. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF GOODYEAR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF AVONDALE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF PEORIA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SURPRISE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**SUN CITY FIRE DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk of the Board

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Fire District Attorney

## **RESOLUTION # 2016-84**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF GOODYEAR, AVONDALE, AND PEORIA, AND SUN CITY FIRE AND MEDICAL DEPARTMENT, AN ARIZONA FIRE DISTRICT, TO DEVELOP A COMMUNITY PARAMEDICINE PROGRAM; AND ACCEPTING GRANT FUNDS FROM VITALYST HEALTH FOUNDATION.**

**WHEREAS**, the City of Surprise and other local public agencies are continually reviewing service delivery and attempting to address health care gaps;

**WHEREAS**, pursuant to Arizona Revised Statute § 11-951 and 11-952, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities for the purposes set forth with;

**WHEREAS**, the cities of Goodyear, Avondale, Peoria, and Surprise together with the Sun City Fire and Medical Department desire to work cooperatively to create regional paramedicine service delivery and education development, especially addressing patients who are high frequency users of the 911 system;

**WHEREAS**, Vitalyst Health Foundation (previously known as “St. Luke’s Health Initiative”) has provided grant funding in the amount of \$125,000 to be allocated between participating agencies for the reimbursement of overtime and training costs incurred as a result of this cooperative project;

**WHEREAS**, the portion of grant funding allocated to the City of Surprise Fire-Medical department, estimated at \$20,000, will be included as a part of the FY2017 budget; and

**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 cities of Goodyear, Avondale, Peoria, and Sun City, attached as Exhibit A, is approved.

**Section 2.** The Vitalyst Health Foundation Grant funds, which will be administered through the City of Goodyear, are accepted pursuant to the terms of the Intergovernmental Agreement.

**Section 3.** The City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with the signing and execution of 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

**EXHBIT A**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
SURPRISE AND THE CITIES OF GOODYEAR, AVONDALE, PEORIA,  
SUN CITY FIRE AND MEDICAL DEPARTMENT**



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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|                        |              |                 |                      |
|------------------------|--------------|-----------------|----------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Commander Randy Rody |
| Submitting Department: |              | District:       | Citywide             |
| Staff Recommendations: | None         |                 |                      |

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

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**Agenda Wording:**

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.

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**Motion:**

I move to approve Resolution # 2016-87.

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**Background:**

Grant 2016-AI-004 was approved by Council Resolution # 2015-29 on April 21, 2015. The grant was to provide for the purchase of a Crash Data Retrieval (CDR) system to be used at serious accidents and officer-involved accidents to ensure the investigator has as much relevant information as possible in making decisions regarding the cause of the accidents. This change order provides \$2,500 in additional funding for the purchase of a CDR system and is necessary due to an unforeseen price increase to the original bid.

---

**Objective Analysis:**

Applying for and accepting the additional funding will allow the Surprise Police Department to complete the purchase of the CDR system. Not seeking this additional grant funding means either the system cannot be purchased or that the additional funds will need to be procured in some other manner.

---

**Policy Compliant:**

The City of Surprise, acting through its Police Department, investigates all reported accidents occurring on the roadway. Further, it is the City and Council's policy to, whenever possible, work smarter and not harder. The City of Surprise Police Department has already approved and been notified of the award by AZGOHS of Grant 2016-AI-004 for the purchase of a Crash Data Retrieval system. Grant 2016-AI-004 was approved by Council Resolution # 2015-29 on April 21, 2015, but due to an unforeseen price increase for the equipment, additional funding was necessary, and hence this request to apply for additional funding.

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**Financial Impact:**

The additional one-time grant award is \$2,500 for machinery and equipment. There is no City match requirement.

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**Budget Impact:**

Receipt of GOHS grant funding in the amount of \$11,500 is included as a part of the FY2016 budget. Due to this increase in the grant award amount, a reallocation of \$2,500 within the Grants Fund will be done to align the project's budget with the increased grant award. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

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**FTE Impact:**

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

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**ATTACHMENTS:**

Click to download

- ☐ [Resolution 2016-87 GOHS additional funding for CDR instrument](#)
  - ☐ [2016 GOHS Change Order 2016-032](#)
-

## RESOLUTION # 2016-87

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO APPLY FOR AND, IF AWARDED, ACCEPT ADDITIONAL GRANT FUNDING FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND AMENDING THE FISCAL YEAR 2016 BUDGET FOR RECEIPT OF ADDITIONAL GRANT FUNDING BY REALLOCATING APPROPRIATIONS OF \$2,500 WITHIN THE GRANTS FUND.**

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

**WHEREAS**, with Council Resolution #2015-29 adopted on April 21, 2015, the City of Surprise Police Department, sought and accepted grant funding for an accident investigation instrument to assist with accident reconstruction; and

**WHEREAS**, the cost of the instrument exceeded initial estimates and so the Police Department now desires to apply for and, if awarded, accept additional grant funding in the amount of \$2,500 to cover the additional cost;

**WHEREAS**, the grant will cause accident investigation, especially for fatal accidents, to be more accurate and completed more efficiently;

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

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

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

**Section 1.** The City is hereby authorized to apply for and, if awarded, accept additional grant funding in the amount of \$2,500 from the Governor's Office of Highway Safety for the City of Surprise Police Department to be able to purchase an instrument to assist in accident investigation and reconstruction pursuant to the Governor's Office of Highway Safety Grant Program HS-FY 2016.

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

**Section 3.** That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 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 # 2016-87**  
**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.

| <b>Grants and Contingency<br/>Fund</b> | <b>Current<br/>Appropriation</b> | <b>Increase<br/>(Decrease)</b> | <b>Amended<br/>Appropriation</b> |
|----------------------------------------|----------------------------------|--------------------------------|----------------------------------|
| Machinery and Equipment                | \$11,500                         | \$2,500                        | \$14,000                         |
| Contingency                            | 7,503,300                        | (2,500)                        | 7,500,800                        |
|                                        | <u>\$7,514,800</u>               | <u>\$0</u>                     | <u>\$7,514,800</u>               |
| <br>Federal Grant Revenue              | <br>\$11,500                     | <br>\$2,500                    | <br>\$14,000                     |
| Other Grant Revenue                    | 7,540,100                        | (2,500)                        | 7,537,600                        |
|                                        | <u>\$7,551,600</u>               | <u>\$0</u>                     | <u>\$7,551,600</u>               |

The fund changes are as follows:

- The amendment utilizes Grants Fund contingency in the amount of \$2,500 for machinery and equipment without exceeding the approved total annual budget for FY2016.



**DOUGLAS A. DUCEY**  
GOVERNOR

**ALBERTO GUTIER**  
DIRECTOR  
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

**DATE:** May 16, 2016

**TO:** Chief Terry Young  
Surprise Police Department  
14250 West Statler Plaza  
Surprise, Arizona 85374-7481

**FROM:** Alberto Gutier, Director  
Governor's Highway Safety Representative  
Governor's Office of Highway Safety

**TRANSMITTAL:** Change Order Number: 2016-032  
Effective Date: May 16, 2016  
Revision Number: 001  
Project Coordinator: Renee Bracamonte  
Contract Number: 2016-AI-004  
Program Area: 402-Accident Investigation

**NARRATIVE:**

The purpose of this Change Order is to increase funding for Capital Outlay. Since previous bid, there has been an unforeseen price increase of the Vehicle Crash Data Retrieval System therefore, additional funds are needed to complete the purchase.

There is a **\$2,500.00** increase in Federal funds because of this Change Order.

Contract Number: 2016-AI-004  
Change Order Number: 2016-032

**ESTIMATED COSTS:**

|                                                                                  | <u>From</u>               | <u>To</u>                 |
|----------------------------------------------------------------------------------|---------------------------|---------------------------|
| I. Personnel Services (includes overtime)                                        | \$0.00                    | \$0.00                    |
| II. Employee Related Expenses                                                    | \$0.00                    | \$0.00                    |
| III. Professional and Outside Services                                           | \$0.00                    | \$0.00                    |
| IV. Travel In-State                                                              | \$0.00                    | \$0.00                    |
| V. Travel Out-of-State                                                           | \$0.00                    | \$0.00                    |
| VI. Materials and Supplies                                                       | \$0.00                    | \$0.00                    |
| VII. Capital Outlay                                                              |                           |                           |
| Additional funds of \$2,500 for Crash Data Retrieval system to complete purchase | \$11,500.00               | \$14,000.00               |
| <b>TOTAL ESTIMATED COSTS</b>                                                     | <b><u>\$11,500.00</u></b> | <b><u>\$14,000.00</u></b> |

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$14,000.00

**AGREEMENT AND AUTHORIZATION TO PROCEED**

by State Official responsible to the Governor for the  
administration of the State Highway Safety Agency.



Alberto Gutier, Director  
Governor's Highway Safety Representative  
Governor's Office of Highway Safety

5-17-16

Date



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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

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|                        |              |                 |                                        |
|------------------------|--------------|-----------------|----------------------------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Hobart Wingard - Community Development |
| Submitting Department: |              | District:       | Citywide                               |
| Staff Recommendations: | None         |                 |                                        |

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

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**Agenda Wording:**

Consideration and action pertaining to declaring as Public Record that document entitled “FS15-490 Zoning Text Amendment Land Divisions”; Resolution # 2016-86.

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**Motion:**

I move to approve Resolution # 2016-86.

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**Background:**

Current code regarding land division has little flexibility. The proposed ordinance will provide for options for minor land divisions, parcel assemblages, lot line adjustments, maps of dedication, as well as the standard land division process.

By declaring this Zoning Text a public record, the Ordinance adopting the amendment is able to incorporate the amended text by reference, and avoid publication of the entire text. This procedure is cost efficient when adopting large text amendments.

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**Objective Analysis:**

Staff's intent is to modify language in Chapter 122, Article 11 of the Surprise Municipal Code to update issues surrounding Land Division.

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**Policy Compliant:**

The proposed Zoning Text Amendment is consistent with City and Council policies.

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**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.

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**Budget Impact:**

There is no anticipated budget impact related to this item.

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**FTE Impact:**

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

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**ATTACHMENTS:**

Click to download

- ☐ [FS15-490-ZTA Land Divisions](#)
  - ☐ [Staff Report](#)
  - ☐ [Resolution # 2016-86](#)
-

# **FS15-490**

## **Zoning Text Amendment**

### **Land Divisions**

04/29/2016

#### **Sec. 122-115. – Land Division — General.**

The land division process ensures that a project is on a legally subdivided lot that has proper space for certain kinds of development and the required utility easements, access, and roadways. Specific land division considerations include the shape of a site, lot and/or tract size, circulation, street layout, drainage and grading, and floodplain concerns. Recording a change with the Maricopa County Recorder's office, without also following the provisions of this ordinance will not create a legal lot.

Additionally, land division projects are reviewed to address any environmental concerns that may arise. These include water quality, tree, vegetation and habitat maintenance, and the protection of critical environmental features. We also plan for necessary utilities in the land division process. These considerations include the extension of transmission lines, distribution of water and wastewater lines, or on-site service.

- (a) Overview. The land division regulations apply to subdivisions and any other division of land within the City of Surprise creating a legally developable lot. For a legally enforceable division or assemblage of property to occur in the City of Surprise, any properties assembled, split, or subdivided must be approved by the City through one (1) of the following means:
  - (1) Map of Dedication;
  - (2) Minor Land Division, Lot Line Adjustment, or Parcel Assemblage;
  - (3) Standard Land Division.
- (b) All land divisions will be designed to comply with the requirements of the specific zoning district within which it is located.
- (c) All created lots will have access to public roads.
- (d) All created lots will have adequate access to all utilities necessary for the development proposed on the property being divided.
- (e) Exceptions.
  - (1) The leasing of apartments, offices, stores or similar space within a building or trailer park, nor to mineral, oil or gas leases.
  - (2) Any division of land that creates cemetery lots or columbarium units.

**Sec. 122-115.1. – Map of Dedication.**

- (a) Definition. A Map of Dedication may be used to dedicate land to the City or other public agency or to grant an easement to the City for roadway, drainage, flood control, utilities, emergency or service vehicle access, or other public uses.
- (b) A map of dedication will not be used to create any new lots owned or to be owned by any person not a public agency.
- (c) A map of dedication will be prepared and processed in accordance with procedures and requirements set forth herein for a Standard Land Division Final Plat outlined in Section 122-116.3 (e) and will require a resolution for City Council approval.

**Sec. 122-115.2. – Minor Land Division, Lot Line Adjustment, or Parcel Assemblage.**

- (a) Definition. A Minor Land Division is a division of land within the City which results in the division of improved or unimproved land or lands for the purpose of financing, sale, or lease, whether immediate or future, into three (3) or less lots, tracts, or parcels of land with no public dedication of property.
- (b) Definition. A Lot Line Adjustment is a procedure that may be used as a method for making minor revisions to property lines between two (2) or more existing parcels. Lot Line Adjustment is not a procedure for dividing property.
- (c) Definition. A Parcel Assemblage is a combination of land within the City which results in the assemblage of improved or unimproved land for the purpose of financing, sale, or lease, whether immediate or future, from three (3) or less lots, tracts, or parcels of land with no public dedication of property, into a single property.
- (d) The provisions of a Minor Land Division will only apply to original lots. An original lot means any existing lot parcel tract of land or combination thereof identified in the official records of the Maricopa County Recorder as of the annexation of the property into the corporate limits of the City or the passage of Ordinance Number 86-7, on December 24, 1986, whichever is later.
- (e) The Community Development Director or designee will require submittal requirements determined necessary for appropriate review of the project.
- (f) If the Community Development Director or designee finds that the proposed Minor Land Division, Lot Line Adjustment, or Parcel Assemblage meets all of the requirements of this code, the Minor Land Division, Lot Line Adjustment, or Parcel Assemblage will be approved. The Community Development Director and City Engineer will sign the certificate of approval upon the plat in the following format:

## APPROVALS

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS \_\_\_ DAY OF  
\_\_\_, 20\_\_\_ BY THE CITY ENGINEER OF SURPRISE, ARIZONA

BY: \_\_\_\_\_

CITY ENGINEER

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS \_\_\_ DAY OF  
\_\_\_, 20\_\_\_ BY THE COMMUNITY DEVELOPMENT DIRECTOR OF SURPRISE,  
ARIZONA

BY: \_\_\_\_\_

COMMUNITY DEVELOPMENT DIRECTOR

- (g) After approval of the Minor Land Division, Lot Line Adjustment, or Parcel Assemblage, the applicant will pay to the City the fee charged by the Maricopa County Recorder for the recordation of the plat.
- (h) An applicant aggrieved by the decision of the Community Development Director may file for an appeal to the Board of Adjustments.

### **Sec. 122-116.3 – Standard Land Division.**

(a) Definition. A Standard Land Division shall include the following:

- (1) A proposed division of improved or unimproved land or lands divided for the purpose of financing, sale or lease, whether immediately or in the future, into four (4) or more lots, tracts or parcels of land, or any such property, the boundaries of which have been fixed by a recorded plat, which is divided into more than four (4) parts.
- (2) If a new street is involved, a proposed division of improved or unimproved land or lands divided for the purpose of financing, sale or lease, whether immediately or in the future, which is divided into two (2) or more lots, tracts or parcels of land.
- (3) If the boundaries of which have been fixed by a recorded plat, a proposed division into more than two (2) parts of improved or unimproved land or lands divided for the purpose of financing, sale or lease, whether immediately or in the future.
- (4) A Standard Land divisions also include any condominium, cooperative, community apartment, townhouse or similar project containing two (2) or more parcels, in which an undivided interest in the land is coupled with the right of exclusive occupancy of any unit located thereon, but plats of such

projects need not show the buildings or the manner in which the buildings or airspace above the property shown on the plat are to be divided.

- (b) The Standard Land Division utilizes a Preliminary Plat and Final Plat process unless the project qualifies for an alternate process under section (e), below. The Community Development Director or designee may allow a concurrent submittal of both the Preliminary and Final Plats when, in their judgement, the project scope is minor and will not require problematic coordination between the Preliminary and Final Plat.

(c) Preliminary Plat

- (1) Definition. The Preliminary Plat stage of land division involves detailed land division planning, including the submittal, review, and approval of the Preliminary Plat. The applicant shall provide the City with all information essential to determine the character and general acceptability of the proposed development.
- (2) The Community Development Director or designee will require submittal requirements determined necessary for appropriate review of the project.
- (3) The Planning and Zoning Commission shall recommend that the Preliminary Plat be approved, disapproved, or approved with conditions. Additionally, the Commission may table, postpone, or take other lawful action with respect to the Preliminary Plat. The Commission shall notify the applicant of its determination.
- (4) After receiving the Planning and Zoning Commission's recommendation, a public hearing and action will be scheduled for the City Council. After the public hearing, the City Council may take final action with respect to the Preliminary Plat. The Council's action may include approval, disapproval, approval with conditions, tabling, postponement, or any other lawful action. The council may consider, but shall not be bound by, the Planning and Zoning Commission's recommendation.
- (5) The Preliminary Plat shall be effective for one (1) year from the date of approval. The applicant may apply in writing for a single, one (1) year extension to be granted by the City Manager or designee for good cause shown. A Preliminary Plat which has been approved and for which a Final Plat has not been submitted and approved within 12 months (24 months if an extension is approved by the City Manager or designee) from the date of the approval of the Preliminary Plat, shall expire and such land area shall not be allowed to proceed with Final Platting until a new Preliminary Plat is submitted and approved.

(d) Final Plat

- (1) Definition. A Final Plat is a drawing of a portion of the city showing the location and boundaries of individual parcels of land intended for recordation in the plat records of the County in which the land division is located.

- (2) No Final Plat that creates a substandard or nonconforming lot or structure shall be approved except by separate City Council action.
- (3) The Community Development Director or designee will establish submittal requirements determined necessary for appropriate review of the project.
- (4) Preliminary Plat conformance. The Final Plat shall conform to the approved Preliminary Plat and/or Site Plan/Conditional Use Permit.
- (5) City Council action. The City Council shall either approve the Final Plat or disapprove the Final Plat and notify the land divider of the conditions to be met to gain approval. If a disapproved Final Plat is modified and resubmitted to the City Council for their consideration no later than one (1) year from date of disapproval, the Council may require the concurrent submittal of an updated ownership and encumbrance report or title opinion. The Final Plat will require City Council approval prior to recordation with Maricopa County Recorder.
- (6) The Mayor shall not sign the plat until the requirements of this subsection have been satisfied.
- (7) The Final Plat will be recorded by City staff within two (2) business days of approval.
- (8) Final plat amendment and corrected plat.
  - a. If, after the approval and recording of a Final Plat, errors are found in the language or numbers on the recorded plat, the land divider shall file a properly signed, corrected or revised original mylar with the Community Development Director or designee. The plat shall be noted "corrected plat" under the name of the land division. Notations shall be made on the face of the plat listing all corrections made and the book and page numbers where the original plat was recorded. The Community Development Director shall review the plat for corrections, secure the signatures of the proper public officials on the corrected plat and present the plat to the City Council for the reaffirmation of their approval and to the Maricopa County Recorder for recording. The recording of the corrected plat shall void the incorrect original plat, and the Maricopa County Recorder shall note "void" across the face of the incorrect plat.
  - b. If, after the approval and recording of a Final Plat, a land divider wishes to create additional lots from an approved Final Plat, or modify the location of lot lines on part or all of the recorded plat, the land divider shall submit a new Final Plat drawing with the revised lotting arrangement. The plat shall be marked the "Replat of \_\_\_\_\_" under the name of the land division and shall be processed as a Final Plat. If the change is found to be substantial by the City Manager or designee, a new Preliminary Plat and Final Plat will be required as described herein.

- c. If, after the approval and recording of a Final Plat, the entity requesting the land division wishes to substantially change the street and lotting arrangement of a part or all of the platted area, the resulting land division shall be treated as a new submittal with both a Preliminary Plat and a Final Plat required. The land division shall be identified as the "Replat of \_\_\_\_\_."

- (e) Exception. For any subdivision that consists of four to ten lots, tracts or parcels, each of which complies with the size requirements of this SUDC, it may proceed without the requirement to prepare, submit and receive approval of a preliminary plat as a condition precedent to submitting a final plat. Requirements for dust-controlled access and drainage improvements shall not be waived.

**Sec. 122-118. - Assurances for Improvement Completion.**

- (a) Financial and other guarantees and improvements.

- (1) 30 days prior to the formal determination of land divisions and Final Plats by the City Council, the applicant will provide a financial guarantee to the City in an amount sufficient to secure to the City the satisfactory construction, installation, and dedication of the required street, utility, drainage, and other improvements, including any portions of such improvements which are located in public rights-of-way, easements, and upon individual lots. If plats are approved administratively, applicant must submit any required financial assurances or other guarantees prior to obtaining formal plat approval. The amount of the financial guarantee shall be 125 percent of the total cost necessary to complete the required improvements, including but not limited to the costs of labor and materials, permits, management fees, insurance costs and any other capital costs. Improvements may include, but are not necessarily limited to, streetlights, landscaping, drainage facilities, curb, gutter and sidewalks, perimeter walls, water and sewer distribution lines, and common area improvements.
- (2) The financial guarantee shall comply with all requirements of law and the type of guarantee shall be satisfactory to the Community Development Director or designee. The guarantee shall be satisfactory to the City Attorney or their respective designee as to form, sufficiency and manner of execution. The period within which required improvements must be completed shall be 12 months after the date of Final Plat approval by City Council. The financial or other guarantee shall be approved by the City Manager and City Attorney or their respective designees and conditions satisfactory to the stipulations contained with the Final Plat approved by the City Council. The City Manager or designee may, upon proof of difficulty, recommend to the City Council, and the council may approve, an extension of the completion date for a maximum period of one (1) additional year. After a Final Plat has been recorded, the City Council may, in its discretion, allow an applicant to substitute one type of guarantee for another.

- (3) Nothing in this section may be interpreted to limit the application of A.R.S. § 34-222 et seq., including but not limited to that statute's requirements with respect to financial assurance for public projects.
- (4) Temporary improvement. The applicant shall pay for all costs of constructing and removing temporary facilities and improvements required by the City Council and shall maintain the same for the period of construction. Prior to construction of any temporary facility or improvement, the applicant shall file with the Community Development Director or designee a suitable, financial or other guarantee, separate from and in addition to any guarantee or assurance required for permanent improvements, which guarantee shall ensure that the temporary facility or improvement will be properly constructed, maintained and removed.
- (5) Failure to complete improvements. If an applicant has posted a financial guarantee and the required improvements have not been satisfactorily constructed, installed and dedicated within the period specified, as provided in this section, the City may utilize the following options regarding public improvements
- a. The city shall not issue any building permit for any structure until all applicable public improvements have been constructed to the satisfaction of the city staff, inspected and accepted.
  - b. If the owner fails to timely and properly construct the public improvements as set forth in the agreement, the city may take any one or more of the following actions, at the owner's expense:
  - c. Decline to process or issue building permits, occupancy clearances or other regulatory approvals or inspections;
  - d. Complete, remove and/or modify the public improvements in whole or in part;
  - e. Restore any disturbed land;
  - f. Bring action to enforce the owner's responsibility under this chapter or under the agreement to construct the public improvements;
  - g. Bring action to enforce the assurance to construct the public improvements; and/or
  - h. Otherwise mitigate the effects of the owner's failure to construct the public improvements.
- (6) Acceptance of dedication and maintenance of land and improvements.
- a. If the City accepts dedication of unimproved land for streets and other public areas it shall do so only by the approval of City Council. Approval of a Final Plat shall constitute such acceptance provided that a statement of dedication is placed on the plat. The approval by the City Council of a Final Plat shall not constitute or imply the acceptance of maintenance

responsibility by the City of any street, easement, or other public area, shown on said plat or constructed on such land. The City Council may require said plat to be endorsed with appropriate notes to this effect.

- b. If the City accepts the dedication of constructed improvements to streets, easements or other public areas it shall do so only after the City Engineer has approved the construction and installation of such improvements, and only by separate action of the City Council. In addition, such separate action may, but is not required to, accept maintenance responsibility for such improvements.

(b) Inspection of improvements.

- (1) General procedures and fees. The City Engineer shall provide for inspection of required improvements during construction and ensure their satisfactory completion. Financial guarantees shall not be released nor reduced unless such fees have been paid. If the City Engineer finds upon inspection that any of the required improvements have not been constructed or installed in accordance with the City's construction standards and specifications, the applicant shall correct the deficiency and shall complete construction and installation of the improvements according to the standards and specifications. Wherever the cost of constructing or installing required improvements is covered by a financial guarantor, the applicant and the guarantor shall be jointly and severally liable for completing, constructing and installing the improvements according to the standards and specifications.

(c) Release or reduction of the financial guarantee. The City Council will not accept dedication of required improvements, nor release or reduce any financial guarantee, until:

- (1) The City Engineer has submitted a certificate stating that all required improvements have been satisfactorily constructed and installed;
- (2) The applicant's engineer or surveyor has certified to the City Engineer through the submission of a detailed as-built survey plat and construction plans of the improvements, indicating location, dimensions, materials and other information required by the City Council and/or City Engineer, that the layout of the line and grade of all required improvements is in accordance with the construction plans for the improvements; and
- (3) The City Attorney has approved lien release documents furnished by the applicant to the City.
- (4) The City Council may accept the improvements for dedication in accordance with the established procedure and the original financial guarantee of 125 percent returned after acceptance and receipt of maintenance guarantee.
- (5) Once the Council agrees to accept improvements for dedication, the City Manager or designee may evidence such approval with a document entitled a "Certificate of Satisfactory Completion."

(d) Maintenance of improvements; warranty.

- (1) The applicant shall be required to maintain all improvements for two (2) years after City Council acceptance of maintenance responsibility for said improvements. If any certificates of occupancy have been issued for buildings served by improvements for which the City has not accepted maintenance responsibility, the City may effect emergency repairs and the applicant or other owner thereof shall pay the cost of such emergency repairs. Prior to effecting such emergency repairs, the City shall give to the person responsible for maintaining the improvements such notice as may be practicable under the circumstances.
- (2) The applicant shall be required to file a maintenance guarantee with the City Council within ten (10) business days after dedication of the required improvements, in the amount of ten (10) percent of the cost of constructing and installing the improvements in a form satisfactory to the City Manager or designee, in order to assure the satisfactory condition of the required improvements for a period of two (2) years after the City Council accepts the dedication of the improvements.

(e) Deferral or waiver of required improvements.

- (1) The City Council may defer or waive at the time of Final Plat approval, subject to appropriate conditions, the requirement that improvements be constructed and installed if, in the Council's judgment, such improvements are not requisite in the interests of the public health, safety, and general welfare, or are inappropriate because of incompatible grades, inadequacy or lack of connecting facilities, or other reasons.
- (2) Whenever the City Council defers the requirement to construct and install any improvement, the applicant shall pay to the City at the time of Final Plat approval his proportionate share of the costs of constructing and installing such improvement in the future, as determined by the City Engineer. Alternatively, at the City Council's option, the applicant may post a financial or other guarantee, as provided in this section, ensuring completion of said improvement upon demand of the City Council. The Mayor shall not sign the plat until the requirements of this subsection have been satisfied.

**Sec. 122-119. - Design standards.**

(a) General improvements.

- (1) Conformity. All land division improvements shall conform to the following rules and regulations:
  - a. This section;
  - b. The rules of the Arizona State Department of Transportation if the land division or any lot contained therein abuts a state highway or connecting street;

- c. The rules of the Maricopa County Flood Control District;
  - d. The rules of the Arizona Department of Health Services, the Maricopa County Department of Health, and the Maricopa County Environmental Services Department relative to water supply and sanitary sewage disposal; and
  - e. The design standards and regulations adopted by the City Engineer and officials of the City, which shall include, but not be limited to, the Engineering Development Standards, the Uniform Standard Specifications for Public Works Construction and the Uniform Standard Details for Public Works Construction, as sponsored and distributed by Maricopa Association of Governments.
- (2) Self-imposed restrictions. If the owner places restrictions on any of the land contained in the land division greater than those required by this chapter, such restrictions or reference thereto may be required to be indicated on the land division plat, or the City Council or Planning and Zoning Commission may require that restrictive covenants be recorded with the Maricopa County Recorder's Office.
  - (3) Monuments. The applicant shall place permanent reference monuments in the land division as approved by a Registered Land Surveyor and the City Engineer. Monuments will be permanently marked with the registration number of the Registered Land Surveyor responsible for their placement.
  - (4) Character of the land. Land which the Planning and Zoning Commission finds to be unsuitable for land division or development because of flooding, improper drainage, rock formations, adverse earth formations or topography, utility easements, or other features which will reasonably be harmful to the safety, health and general welfare of the present or future inhabitants of the land division and/or its surrounding areas shall not be divided or developed unless adequate methods are formulated by the developer and approved by the City Council and/or Planning and Zoning Commission, upon recommendation of the City Engineer, to solve the problems created by the unsuitable land conditions. Such land shall be set aside for uses that shall not involve such a danger.
  - (5) Land division name. The proposed name of the land division shall not duplicate, or too closely approximate phonetically, the name of any other land division in the area covered by this chapter. The Planning and Zoning Commission shall have final authority to designate the name of the land division that shall be determined at Preliminary Plat approval.
- (b) Lot improvements.
- (1) Lot arrangement. The lot arrangement shall be such that there will be no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on all lots in compliance with this section or

in providing driveway access to buildings on such lots from an approved street.

- (2) Lot dimensions. Where lots are more than double the minimum required area for the zoning district, the Planning and Zoning Commission may require that such lots be arranged so as to allow further land division and the opening of future streets where they would be necessary to serve such potential lots, all in compliance with this chapter. In general, side lot lines shall be at right angles to street lines (or radial to curving street lines) unless a variation from this rule will give a better street or lot plan. Dimensions of corner lots shall be large enough to allow for erection of buildings, observing the minimum setbacks from both streets. Depth and width of properties reserved or laid out for business, commercial or industrial purposes shall be adequate to provide for the off-street parking and loading facilities required for the type of use and development contemplated.

- (3) Double frontage lots and access to lots.

- a. Double frontage and reverse frontage lots. Double frontage and reversed frontage lots shall be avoided except where necessary to provide separation of residential development from traffic arterials or to overcome specific disadvantages of topography and orientation.
- b. Access from arterials. Lots shall not, in general, derive access exclusively from an arterial street. Where driveway access from an arterial street may be necessary for several adjoining lots, the Community Development Director or designee may require that such lots be served by a combined access drive in order to limit possible traffic hazards on such streets. Where possible, driveways should be designed and arranged so as to avoid requiring vehicles to back into traffic on arterial streets.

- (c) Grading and drainage.

- a. Final grading required. No residential building permit shall be issued until final grading has been completed in accordance with the approved Final Plat.
- b. Lot drainage. Lots shall be laid out so as to provide positive drainage away from all buildings and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to avoid concentration of storm drainage water from each lot onto adjacent lots.

- (4) Debris and waste. No cut trees, debris, rocks, rubbish or other waste materials of any kind shall be buried in any land, or left or deposited on any lot or street.

- (5) Fencing. Each land divider and/or developer shall be required to furnish and install fences wherever the City Council determines that a hazardous condition may exist. The fences shall be constructed according to standards

established by city staff and shall be noted as to height and material on the Final Plat.

- (6) Performance bond to include lot improvement. The performance bond or other financial guarantee shall include an amount to guarantee completion of all requirements contained in this section's regulations including, but not limited to, soil preservation, final grading, lot drainage, removal of debris and waste, fencing, and all other lot improvements required by the City Council. At the expiration of the performance bond, the City may enforce the provisions of the bond where the provisions of this section or any other applicable law, ordinance, or regulation have not been satisfied.

(d) Streets.

(1) General requirements.

- a. Frontage on improved streets. No land division shall be approved unless the area to be divided shall have frontage on, and access from, an existing street or a future street. Wherever the area to be divided is to utilize existing street frontage, such street shall be suitably improved as provided for herein.
- b. Topography and arrangement.
  1. Grades. Grades of streets shall conform as closely as possible to the original topography. Streets shall be arranged so as to obtain as many possible building sites above the grades of the streets unless otherwise approved by the City Engineer.
  2. Integration. All streets shall be properly integrated with the existing and proposed system of thoroughfares and dedicated rights-of-way as established in the General Plan.
- c. Access to arterial streets. Where a land division borders on or contains an existing or proposed arterial street, the City shall require that access to such streets be limited to local streets. Direct access to arterials shall be prohibited from residential lots.
- d. Street names. Street names shall be sufficiently different in sound and in spelling from other street names in the City so as not to cause confusion. A street that exists or is planned as a continuation of an existing street shall bear the same name.
- e. Street names and regulatory signs. The applicant shall deposit with the City at the time of Final Plat approval an amount equal to the cost of each street sign required by the City Manager and City Engineer or their respective designee at all street intersections. Street name signs are to be placed at all intersections within or abutting the land division, the type and location of which are to be approved by the City Engineer or designee.

- f. Streetlights. Installation of streetlights shall be required in accordance with design and specification standards approved by the City Manager and City Engineer or their designees. Light standards shall be spaced such that each intersection is provided at least one (1) light standard. All street light poles in the City of Surprise shall be powder coated.
- (2) Design standards. In order to provide for streets of suitable location, width, and improvement to accommodate prospective traffic and afford satisfactory access to police, fire protection, sanitation and street maintenance equipment, and to coordinate streets so as to compose a convenient system and avoid undue hardships to adjoining properties, the City Manager and City Engineer or their respective designee shall cause to be created design standards for all transportation infrastructure.
- (e) Sidewalks. Sidewalks shall be included within the dedicated non-pavement right-of-way of all streets. If public sidewalks are located outside of the rights-of-way, a public easement shall be recorded on the Final Plat of said path and or sidewalk.
- (f) Drainage, storm sewers and retention basins.
  - (1) General requirements. The City staff or the Planning and Zoning Commission shall not recommend for approval any plat of a land division which does not make adequate provision for stormwater or floodwater runoff. The drainage system of a subdivision shall be governed by the Drainage Design Manual for Maricopa County, published by the Maricopa Flood Control District and the City of Surprise Engineering Development Standards. The stormwater drainage system shall be separate and independent of any sanitary sewer system. Storm drainage shall be accommodated in the streets, gutters, retention basins or detention basins that drain to natural washes unless otherwise indicated by the City Engineer.
  - (2) Accommodation of upstream drainage areas. A culvert, gutter or other drainage facility shall in each case be large enough to accommodate potential runoff from its entire upstream drainage area, whether inside or outside the land division. The City Engineer shall determine the necessary size of the facility, based on the provisions of the construction standards and specifications assuming conditions of maximum potential watershed development permitted by this section.
  - (3) Effect on downstream drainage areas. The applicant must address the effect of each land division on existing downstream drainage facilities outside the area of the land division. The applicant must address the effect of each provide a drainage study prepared by a Professional Engineer to serve as a guide for necessary improvements. Where it is anticipated that the additional runoff incident to the development of the land division will overload an existing downstream drainage facility, the City Council may withhold approval of the land division until provision has been made for the improvement of said potential condition in such sum as the City Council shall determine. No land

division shall be approved unless adequate drainage will be provided to an adequate drainage watercourse or facility. The City Engineer will determine the adequacy of the drainage facilities for purposes of Council review, but such determination will not relieve the property owner from any responsibility related to storm water or drainage; such responsibility shall remain that of the property owner.

(4) Areas of poor drainage. Whenever a plat is submitted for an area which is subject to flooding, the City Council may approve such land division provided that the applicant fills the affected area of said land division to an elevation sufficient to place the elevation of streets and lots at a minimum of 12 inches above the elevation of the maximum probable flood, as determined by the City Engineer. The plat of such land division shall provide for an overflow zone along the bank of any stream or watercourse, of a width that shall be sufficient in times of high water to contain or move the water, and no fill shall be placed in the overflow zone nor shall any structure be erected or placed therein. The boundaries of the overflow zone shall be subject to approval by the City Engineer.

(5) Floodplain areas. The City Council may, when it deems it necessary for the health, safety or welfare of the present and future population of the area and necessary to the conservation of water, drainage and sanitary facilities, prohibit the land division of any portion of the property which lies within the 100-year floodplain of any stream as determined by the City Engineer, the Flood Control District of Maricopa County, and/or the US Army Corps of Engineers. These floodplain areas shall be preserved from any and all destruction or damage resulting from clearing, grading or dumping of earth, waste material or stumps, except at the discretion of the City Council.

(g) Dedication of drainage easements.

(1) Requirements. Where a land division is traversed by a watercourse, drainage way, channel or stream, a stormwater easement or drainage right-of-way shall be provided, conforming substantially to the lines of such watercourse, and of such width and construction, or both, as will be adequate for the purpose. Wherever possible, it is desirable that the drainage be maintained by an open channel with landscaped banks and adequate width for maximum potential volume of flow.

(2) Drainage easements.

a. Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual, unobstructed easements at least 15 feet in width for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.

- b. When a proposed drainage system will carry water across private land outside the land division, appropriate drainage rights must be secured and indicated on the plat.
- c. The applicant shall dedicate, either in fee or by drainage or conservation easement, land on both sides of existing watercourses, to a distance to be determined by the City Council.
- d. Low-lying lands along watercourses subject to flooding or overflowing during storm periods, whether or not included in areas for dedication, shall be preserved and retained in their natural state as drainage ways.

(h) Water facilities.

(1) General Requirements.

- a. When necessary, action shall be taken by the applicant to extend or construct new services for the purpose of providing a water supply system capable of providing domestic water and fire protection.
- b. Where a public water main is accessible, the land divider shall install adequate water facilities (including fire hydrants) subject to the specifications of the City Engineer. All water mains shall be at least eight (8) inches in diameter.
- c. Water main extensions shall be approved by the City Engineer.
- d. To facilitate the above, the location of all fire hydrants, all water supply improvements, and the boundary lines of proposed districts, indicating all improvements proposed to be served, shall be shown on the Preliminary Plat, and the cost of installing same shall be included in the performance bond to be furnished by the developer.

(i) Sewer facilities.

(1) Requirements. The applicant shall install sanitary sewer facilities in a manner prescribed by the Uniform Standard Details and Specifications, the City of Surprise Engineering Development Standards, and the City Engineer.

(2) Public sewerage required. Sanitary sewer facilities shall connect with public sanitary sewage system unless such connection will not be available (in the estimation of the City Engineer) for at least 20 years. Sewers shall be installed to serve each lot and to grades and sizes required by the Uniform Standard Details and Specifications and the City Engineer.

(3) Private sewerage systems.

- a. Where public sanitary sewage systems are not reasonably accessible, but will become available within a reasonable time (not to exceed 20 years), the City may allow one (1) of the following alternatives:
  - 1. Central sewerage system, the maintenance cost to be assessed against each property benefited. Where plans for future public sanitary

sewerage systems exist, the applicant shall install the sewer lines, laterals, and mains to be in permanent conformance with such plans and ready for connection to such public sewer mains; or

2. Individual disposal systems; provided, the applicant shall install sanitary sewer lines, laterals and mains from the street curb to a point in the land division boundary where a future connection with the public sewer main shall be made. Sewer lines shall be laid from the house to the street line, and a connection shall be available in the home to connect from the individual disposal system to the sewer system when the public sewers become available. Such sewer systems shall be capped until ready for use and shall conform to all plans for installation of the public sewer system, where such exist, and shall be ready for connection to such public sewer main.
3. It is unlawful for the owner or occupant to inhabit the property without a method to dispose of sewerage that is acceptable to the City Engineer.
- b. Where sanitary sewer systems are not reasonably accessible and will not become available for a period in excess of 20 years, the City may allow the installation of sewerage systems as follows:
  1. For medium- and high-density residential districts, a central sewerage system only. No individual disposal system will be permitted. The applicant shall install all sewer lines, laterals, and mains to be permanent and ready for connection to the public sewer system, should it become available.
  2. For low-density residential districts (less than one (1) dwelling unit per acre), individual disposal systems or central sewerage systems shall be used.
  3. It is unlawful for the owner or occupant to inhabit the property without a method to dispose of sewerage that is acceptable to the City Engineer.
- (4) Mandatory connection to public sewer system. If a public sanitary sewer is accessible and a sanitary sewer is placed in a street or alley abutting upon property, the owner thereof shall be required to connect to said sewer for the purpose of disposing of waste; and it is unlawful for any such owner or occupant to maintain upon any such property an individual sewage disposal system.
- (5) Individual sewage disposal system requirements. If public sewer facilities are not available and individual disposal systems are proposed, minimum lot areas shall conform to the requirements of the rural residential, single-family residential district of this section and percolation tests and test holes shall be made as directed by the City Engineer and the results submitted to same. The individual disposal system, including the size of septic tanks and size of

the tile fields or other secondary treatment device, shall also be approved by the City Engineer and Maricopa County.

(j) Utilities.

(1) Location. All utility facilities, including, but not limited to, gas, electric power, telephone and cable television shall be located underground throughout the land division. All utility facilities existing and proposed throughout the land division shall be shown on the Preliminary Plat. Underground service connections to the street property line of each platted lot shall be installed at the land divider's expense. At the discretion of the City Council, the requirement for service connections to each lot may be waived in the case of adjoining lots to be retained in single ownership and intended to be developed for the same primary use.

(2) Easements.

- a. Easements centered on rear lot lines shall be provided, where necessary, for utilities (private and municipal). Such easements shall be at least ten (10) feet wide. Proper coordination shall be established between the land divider and the applicable utility companies for the continuation of utility easements established in adjoining properties.
- b. Where topographical or other conditions are such as to make impractical the inclusion of utilities within the rear lot lines, perpetual unobstructed easements of least ten (10) feet in width shall be provided alongside lot lines with satisfactory access to the road or rear lot lines. Easements shall be indicated on the plat.

(k) Public land reservation, parks, and open space.

- (1) Where a proposed park, playground, open space, or other public use shown on the General Plan and/or Parks and Trails Master Plan, is located in whole or in part in a land division, the Planning and Zoning Commission and City Council shall require that such area be shown on plats in accordance with the requirements specified in this section. Such area or areas shall be reserved to the City by the land divider if the City Council approves such reservation.
- (2) The Planning and Zoning Commission shall require that plats show sites of a character, extent and location suitable for the development of a park, playground, or other stated public purposes.
- (3) In all new residential land divisions, a minimum of ten (10) percent of the gross area shall be reserved for public recreation space, school sites or other public use with such percentage being in addition to property reserved for streets, alleys, easements, retention, unbuildable areas, or other public ways.
- (4) The City or other public agency shall enter into an agreement on the method of acquiring such reserved land area prior to approval of the Final Plat.

- (l) Funding of long-term maintenance of common areas. Unless a public entity has accepted primary maintenance responsibility for all common areas within a land division, then the property owner/developer shall create a method, acceptable to the City Engineer and City Attorney, to provide for the long term maintenance of the common areas in perpetuity, either as the primary means of providing for the long term maintenance of the common areas, or as a backup vehicle in the event that the person or entity designated by the applicant as having primary maintenance responsibility fails to adequately carry out its duties.
- (m) Refuse collection/refuse containers. Each lot or combination of lots shall be supplied with a refuse container, at the expense of the developer or land divider, to be owned by the City, as approved by the Public Works Director or designee. Refuse container pads or curb location markers may be required in conjunction with certain development situations. The type of such containers and location of refuse pads shall be approved by the Public Works Director or designee.



**CITY OF SURPRISE  
COUNCIL AGENDA ACTION FORM**

|                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b> FS15-490, RFLS 4997, Resolution 2016-86 - Declaring as Public Record that document entitled "FS15-490 Zoning Text Amendment Land Divisions".                                                                                                                 |                                                                                                                                                                                                                                                 |
| <b>Scheduled Meeting Type:</b><br><br><input type="checkbox"/> P&Z <input checked="" type="checkbox"/> Council Meeting<br><br><input type="checkbox"/> Council Work Session                                                                                                | <b>Agenda Category:</b><br><br><input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Regular (No Public Hearing)<br><br><input type="checkbox"/> Consent                                                                  |
| <b>Scheduled Meeting Date:</b> 06/07/16                                                                                                                                                                                                                                    | <b>Contact Person:</b> Hobart Wingard, Planner II                                                                                                                                                                                               |
| <b>District #:</b> <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4<br><br><input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> Internal <input checked="" type="checkbox"/> Citywide | <b>Staff Recommendation:</b><br><br><input checked="" type="checkbox"/> None <input type="checkbox"/> Approve <input type="checkbox"/> Deny <input type="checkbox"/> Continue <input type="checkbox"/> Table <input type="checkbox"/> No Action |
| <b>Public Engagement Plan Required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                |                                                                                                                                                                                                                                                 |

**Agenda Wording:** Presentation and Action of Resolution 2016-86 - Declaring as Public Record that document entitled "FS15-490 Zoning Text Amendment Land Divisions".

**Motion:** I move to approve/deny Resolution 2016-86

**Background Information:** Current code regarding land division has little flexibility. The proposed ordinance will provide for options for minor land divisions, parcel assemblages, lot line adjustments, maps of dedication, as well as the standard land division process.

**Objective Analysis:** Staff's intent is to modify language in Chapter 122, Article 11 of the Surprise Municipal Code to update issues surrounding Land Division.

**Policy Compliant:** The proposed Zoning Text Amendment is consistent with City and Council policies.

**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:** Staff Report, Existing Code Language, Proposed Legislative Edits Draft, Proposed Clean Edits Draft, and the Public Engagement Form.

**RESOLUTION # 2016-86**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY  
OF SURPRISE, ARIZONA, DECLARING AS A PUBLIC RECORD  
THAT DOCUMENT ENTITLED "FS15-490 ZONING TEXT  
AMENDMENT LAND DIVISIONS".**

**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 "FS15-490 Zoning Text Amendment Land Divisions" dated 4/29/2016, 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



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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|                        |              |                 |                                        |
|------------------------|--------------|-----------------|----------------------------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Hobart Wingard - Community Development |
| Submitting Department: | CD           | District:       | Citywide                               |
| Staff Recommendations: | Approve      |                 |                                        |

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

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**Agenda Wording:**

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

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**Motion:**

I move to approve Ordinance # 2016-12.

---

**Background:**

Current code regarding land division has little flexibility. The proposed ordinance will provide four options for minor land divisions, parcel assemblages, lot line adjustments, maps of dedication, as well as the standard land division process.

---

**Objective Analysis:**

Staff's intent is to modify language in Chapter 122, Article 11 of the Surprise Municipal Code to update issues surrounding Land Division.

---

**Policy Compliant:**

The proposed Zoning Text Amendment is consistent with City and Council policies.

---

**Financial Impact:**

There is no anticipated financial impact related to the text amendment. However, future decisions regarding land divisions could have 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.

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## **ATTACHMENTS:**

Click to download

- ☐ [00 - FS15-490 - ZTA Land Division - Staff Report](#)
  - ☐ [01 - FS15-490 - ZTA Land Division - Division 11 Current Language](#)
  - ☐ [02 - FS15-490 - ZTA Land Division - Proposed Clean Edits Draft](#)
  - ☐ [03 - FS15-490 - ZTA Land Division - Proposed Legislative Edits Draft](#)
  - ☐ [04 - FS15-490 - ZTA Land Division - Public Engagement Form](#)
  - ☐ [05 - FS15-490 - ZTA Land Division - Ordinance 2016-12\)](#)
-

**Case:** FS15-490

**Project Name:** Text Amendment to Chapter 122, Article 11 of the Surprise Municipal Code relating to Land Divisions

**Council District:** Citywide

**Meeting Date:** June 17, 2016

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

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**Application Summary:**

The subject application involves proposed revisions to Chapter 122 of the Surprise Municipal Code (SMC) as it pertains to land divisions. Staff's intent is to modify the language to update issues surrounding these uses and insure that applicants are not provided a process that is a "one size fits all," but rather options that fits the scale of the project whether it be a single landowner or a larger land developer.

**Background:**

Since it was incorporated, the City of Surprise has always enforced regulations that allow for differing types of land divisions that have served residents and developers alike while adhering to Arizona Law. In 2009 with the introduction of the SMC, part of the change was to simplify the process by narrowing down the options to a single choice. Time has shown that this simplification provided additional burden to smaller projects that have to meet the same regulations of larger development.

**Proposal:**

The proposed ordinance will reflect the more common approach to land division. Utilizing Arizona State Law as a base, the following processes will be provided as options, if fitting:

| Process                                    | Description                                                                                                                                              | Determining Entity                              |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>Map of Dedication</b>                   | <ul style="list-style-type: none"> <li>Dedication of property for public use such as streets and parks.</li> </ul>                                       | City Council                                    |
| <b>Minor Land Division</b>                 | <ul style="list-style-type: none"> <li>Three (3) or less lots</li> <li>No public dedication</li> </ul>                                                   | Senior Staff                                    |
| <b>Lot Line Adjustment</b>                 | <ul style="list-style-type: none"> <li>Revisions to property lines between lots</li> <li>No dividing of property</li> </ul>                              | Senior Staff                                    |
| <b>Parcel Assemblage</b>                   | <ul style="list-style-type: none"> <li>Combine three (3) or less lots</li> <li>No dividing of property</li> </ul>                                        | Senior Staff                                    |
| <b>Final Plat</b>                          | <ul style="list-style-type: none"> <li>Four (4) to ten (10) lots</li> <li>No Preliminary Plat required</li> </ul>                                        | City Council                                    |
| <b>Standard Final and Preliminary Plat</b> | <ul style="list-style-type: none"> <li>Current Process</li> <li>Larger development with more associated engineering and planning requirements</li> </ul> | Planning and Zoning Commission and City Council |

Staff took this opportunity to coordinate the SMC with the Engineering Development Standards as there were some inconsistencies. Certain items that are subject to regular update were left to the guidelines while regulations regarding the responsibilities of the developer were kept in code for consistency and enhanced enforcement. Consistency was also the goal when updating financial assurances and design.

#### **Citizen Review:**

Staff held a Citizen Review meeting on April 13, 2016, which was sparsely attended. The matter is also scheduled for City Council discussion and action on June 7, 2016. Should the Council approve this Text Amendment on that date, the revisions would go into effect on July 7, 2016.

#### **Attached:**

- 01 Division 11 Current Language
- 02 Proposed Clean Edits Draft
- 03 Proposed Legislative Edits Draft
- 04 Public Engagement Form
- 05 Ordinance #2016-12

**FS15-490**  
**Zoning Text Amendment**  
**Land Divisions**  
**Original Language**

05/19/2016

**Sec. 122-115. - Subdivision—General.**

The subdivision process ensures that a project is on a legally subdivided lot that has proper space for certain kinds of development and the required utility easements and roadways. Specific subdivision considerations include the shape of a site, lot and/or tract size, circulation, street layout, drainage and grading, and floodplain concerns.

Additionally, subdivision projects are reviewed to address any environmental concerns that may arise. These include water quality, tree, vegetation and habitat maintenance, and the protection of critical environmental features. Utilities are also planned for in the subdivision process. These considerations include the extension of transmission lines, distribution of water and wastewater lines, or on-site service.

- (a) Overview. The subdivision regulations, shall apply to a proposed division of improved or unimproved land or lands divided for the purpose of financing, sale or lease, whether immediately or in the future, into two or more lots, tracts or parcels of land, or any such property, the boundaries of which have been fixed by a recorded plat, which is divided into more than two parts.

Subdivision also includes any condominium, cooperative, community apartment, townhouse or similar project containing two or more parcels, in which an undivided interest in the land is coupled with the right of exclusive occupancy of any unit located thereon, but plats of such projects need not show the buildings or the manner in which the buildings or airspace above the property shown on the plat are to be divided. All properties in the City of Surprise may not be split or "subdivided" by recording a meets and bounds description or any other means other than through a final plat subdivision approved by the Surprise City Council.

- (b) Exceptions.

- (1) The sale or exchange of parcels of land between adjoining property owners if such sale does not create additional lots.
- (2) The leasing of apartments, offices, stores or similar space within a building or trailer park, nor to mineral, oil or gas leases.
- (3) Any division of land that creates cemetery lots or columbarium units.

(Ord. No. 09-12, § 2(Exh. A), 5-14-09)

Ordinance No. 2016-\_\_

RFLS #4997

\_\_ / \_\_ - \_\_\_\_\_

### **Sec. 122-116. - Preliminary plat.**

The preliminary plat stage of land subdivision involves detailed subdivision planning, including the submittal, review, and approval of the preliminary plat. The applicant shall provide the community development department with all information essential to determine the character and general acceptability of the proposed development.

#### **(a) Approval criteria.**

- (1) At the commission meeting shall recommend that the preliminary plat be approved, disapproved, or approved with conditions. Additionally, the commission may table, postpone, or take other lawful action with respect to the preliminary plat. Within ten days after adopting a recommendation, the commission shall notify the applicant of its recommendation and forward the recommendation to the city council.
- (2) After receiving the commission's recommendation, the city council shall schedule a public hearing and action on the matter within the next two regularly scheduled council meetings, at which the matter may reasonably be heard. At least seven days prior to the date of the public hearing, the city manager or designee shall give notice thereof to the applicant and to all persons who were entitled to receive notice of the planning and zoning commission's consideration of the preliminary plat. After the public hearing, the city council may take final action with respect to the preliminary plat. The council's action may include approval, disapproval, approval with conditions, tabling, postponement, or any other lawful action. The council may consider, but shall not be bound by, the planning and zoning commission's recommendation.
- (3) Approval of the preliminary plat by the city council shall be effective for one year from the date of approval. The applicant may apply in writing for up to a six-month extension and the city manager or designee may, for good cause shown, grant up to a six-month extension. Any land area for which a preliminary plat has been approved and for which a final plat has not been submitted within 12 months (18 months if the extension is approved by the city manager or designee) from the date of the approval of the preliminary plat, shall not be allowed to proceed with final platting until a new preliminary plat is submitted and approved.

(Ord. No. 09-12, § 2(Exh. A), 5-14-09)

### **Sec. 122-117. - Final plat.**

A final plat is a subdivision or drawing intended for recordation in the plat records of the county in which the subdivision is located.

#### **(a) Approval criteria.**

- (1) Preliminary plat conformance. The final plat shall conform to the approved preliminary plat and/or site plan/conditional use permit.
- (2) Development standards. No final plat that creates a substandard or nonconforming lot or structure shall be approved except by city council action.
- (3) Engineering and construction. The final plat shall not be recorded nor shall any permanent improvement work commence until the city engineer has approved all engineering and improvement plans for the recorded improvements in accordance with the engineering development standards.
- (4) Development guarantee and administration.
  - a. Prior to approval of final plat. Prior to the approval of any final plat by the city council, the subdivider shall either:
    1. Guarantee the installation of the necessary public facilities by complying with the provisions herein regarding financial guarantees of improvements; or
    2. Execute a standard contract on forms provided by the city and request that the city council proceed according to the provisions herein regarding delaying the recording of the final plat until improvements are installed and approved. The time specified for the completion of the required improvements shall not exceed 12 months from the date the final plat was approved by the city council. Requests for extensions may be approved by the city council.
  - b. Release of development guarantee. As improvements are completed, inspected and approved by the city engineer, the subdivider may apply to the city for a release of any collateral deposited with the city.
  - c. Design by professional engineer. All public improvements must be designed by a professional engineer, licensed to do such work in the state.
  - d. On-site representative. The developer shall designate, in writing, the name of the agent who shall be available at all times during its progress and who shall not be replaced without a written notice to the city engineer. The agent will be the developer's representative at the site and shall have the authority to act on the developer's behalf.

(b) Supporting material required for final plat/final plat amendment review.

- (1) Drainage collection and retention plan and report. A drainage plan and report for the site in question and all pertinent off-site areas shall be prepared by a licensed engineer. The report shall examine 100-year storm flows (Q 100's), the 100-year high-water mark of any river, creek, arroyo, gully, diversion ditch, spillway, reservoir, etc., that may in any way affect the project area, along with the depth of flow for 100-year runoff, and designs to ensure compliance with the Drainage Design Manuals for Maricopa County.

Intensities for retention calculations shall be for this area's two-hour 100-year storm based upon the Drainage Design Manuals for Maricopa County or a minimum of 2.8 inches, whichever is greater. A certificate shall be provided, signed, and sealed by a registered professional engineer that all drainage facilities, utilizing gutters and streets, are designed and sized to handle 100 percent of the Q 100 runoff.

- (2) Stormwater collection. Every effort shall be made to utilize the natural slope of the land for the stormwater collection system. Subsurface drainage systems shall be discouraged, but where necessary shall be a minimum of 15 inches in diameter. Wherever possible, runoff shall be collected in depressed open areas throughout the proposed land development project. The plan shall include but not be limited to the following:
  - a. Method of collection (surface and/or subsurface);
  - b. Depth, side slopes and area of retention;
  - c. Calculations of volume held and required;
  - d. High water elevation;
  - e. Method of disposal of water within 36 hours;
  - f. Any other data to form a complete plan.
- (3) [Point of drainage.] The point or points in which natural drainage flows from a property prior to development shall remain the same after the property has been altered for the development.
- (4) Soils report. A soils report for the site in question and pertinent off-site areas shall be prepared by a licensed engineer. The report shall indicate the type and location of soils, using the unified soil classification system, shall contain drill logs and swell consolidation curves, and shall contain a discussion of any present or potential hazards associated with soils on the site along with measures which could be taken to mitigate such hazards. In addition, the soils report shall contain recommendations on subsurface area drains and peripheral drains, foundation design, erosion control measures and surface drainage.
- (5) Grading, drainage and development plan. A grading, drainage and development plan shall be prepared at a scale of one inch equals 100 feet or larger, showing proposed rights-of-way, easements, walkways, parks, common areas, roadways, waterlines and reservoirs, sewer lines, manholes and treatment facilities, curbs and gutters, culverts, drains, stormwater detention and retention basins, swales, ditches and other drainage devices, spot top of curb elevations, high and low street points, drainage arrows, street plans, all drainage areas and acreages, all 100-year storm flows (Q 100's) adjacent to and/or flowing onto the development and on-site at each surface flow junction, stormwater pickup and takeoff points designed to handle 100-

- year flow on the surface, cross sections and high-water elevations for all 100-year flows. Spot elevations shall be given for all inverts, low points and flowing entry and exit points. For residential subdivisions, all minimum building setbacks shall be shown. No 100-year flow line shall encroach upon any minimum setback line.
- (6) Construction plans and details. Construction plans and details must be prepared by a registered professional engineer in the state and shall provide for all improvements indicated on the grading, drainage and development plan, including right-of-way and easement cross sections showing construction and placement of streets, walks, curbs, gutters, medians, lighting standards, swales, ditches, utilities, planting strips and property lines; details of hydrants, valves, manholes, pipe junctions, pumps, thrust-blocking, catchbasins, etc.; street profiles showing natural and finish grades, centerline and both curbs, with a recommended minimum vertical scale of one inch equals 50 feet; sanitary sewer line and manhole profiles with natural and finish grades, showing area under drains, if applicable, and the location of gravity outfall lines; storm drainage system profiles showing natural and finish grade; erosion control and revegetation details and other details as necessary to adequately convey the design intent. Quantity takeoffs shall also be provided.
- (7) Deeds. When required by the city, assurance that a warranty deed or other acceptable instrument conveying to the city or other appropriate public agency any public lands other than streets, alleys or easements shown on the final plat and title insurance if required by the city on the subject parcel shall be presented to the city upon approval of the final plat. The method of assurance will be approval by the city attorney.
- (8) Title opinion. Evidence satisfactory to the city must be submitted showing all taxes and assessments due on the property to be subdivided to be paid in full, showing title or control of the property to be subdivided, and showing the property to be subdivided as free and clear of any liens. An attorney's title opinion or ownership and encumbrance report from a land title company shall be considered satisfactory evidence.
- (9) Floodplain. If a subdivision lies within a 100-year floodplain, the following statement shall appear on the face of the final plat and all contracts and agreements relating to the subdivision: "This subdivision is (or the following lots are) located in the 100-year floodplain as defined by the United States Department of Housing and Urban Development."
- (10) Financial guarantee. A contractor's performance bond or other financial guarantee acceptable to the city to guarantee the complete and timely development of any facilities or improvements which are the subdivider's responsibility shall be submitted as described herein.

- (11) Petition for streetlight improvement district. A petition to initiate the formation of a streetlight improvement district (SLID) for the operation costs associated with the streetlights contained within the plat along all collector or local streets regardless of zoning shall be completed per the current SLID application and SLID policy requirements, unless approved otherwise by the city engineer. Parkway and arterial roadway cross sections as depicted in the transportation plan will not be part of a SLID. The subdivider is responsible for executing a petition form, signed by the property owner, for the formation of the district. Included as exhibits to the petition shall be a legal description of the plat boundaries extending to the centerline of all perimeter streets for use in district identification, a map of the district, a description of the streetlight facilities, the electricity rates established by the utility provider and all other material as specified in the SLID application. At the discretion of the city Engineer, an association may be formed, in lieu of a streetlight improvement district, for the streetlight operation and maintenance costs.
- (12) Staff review. Upon submittal of all required supporting materials and the final plat, the city manager or designee shall review them for completeness to determine whether a complete final plat submittal has been made and shall refer the material to appropriate agencies for review and comment. Upon being notified of the comments and any necessary approvals of reviewing agencies and determining that the final plat is in substantial compliance with the approved preliminary plat, the city manager or designee shall forward the final plat, comments and approvals of reviewing agencies, and the pertinent supporting materials to the council. Incomplete final plats, or final plats for which necessary approvals have not been secured, shall not be forwarded to council for action.
- (13) City council action. The city council shall either approve the final plat or disapprove the final plat and notify the subdivider of the conditions to be met to gain approval. If a disapproved final plat is modified and resubmitted to the city council at a later date for their consideration, the council may require the concurrent submittal of an updated ownership and encumbrance report or title opinion. The final plat will require city council approval prior to recordation with county.

(c) Final plat amendment and corrected plat.

- (1) If, after the approval and recording of a final plat, errors are found in the language or numbers on the recorded plat, the subdivider shall file a properly signed, corrected or revised original Mylar with the city manager or designee. The plat shall be noted "corrected plat" under the name of the subdivision. Notations shall be made on the face of the plat listing all corrections made and the book and page numbers where the original plat was recorded. The director shall review the plat for corrections, secure the signatures of the proper public officials on the corrected plat and present the plat to the city council for the reaffirmation of their approval and to the county clerk for

recording. The recording of the corrected plat shall void the incorrect original plat, and the county clerk shall note "void" across the face of the incorrect plat.

- (2) If, after the approval and recording of a final plat, a subdivider wishes to create additional lots from an approved final plat, modify the location of lot lines on part or all of the recorded plat, the subdivider shall submit a new final plat drawing with the lotting arrangement revised, unless the change is found to be substantial, a new preliminary plat and final plat may be required as described herein. The plat shall be marked the "resubdivision of \_\_\_\_\_" under the name of the subdivision and shall be processed as a final plat.
- (3) If, after the approval and recording of a final plat, a subdivider wishes to substantially change the street and lotting arrangement of a part or all of the platted area, the resulting subdivision shall be treated as a new submittal with both a preliminary plat and a final plat required. The subdivision shall be identified as the "resubdivision of \_\_\_\_\_."

(Ord. No. 09-12, § 2(Exh. A), 5-14-09)

**Sec. 122-118. - Assurances for improvement completion.**

(a) Financial and other guarantees and improvements.

- (1) The city council shall require that the applicant provide a financial guarantee to the city prior to recording the final plat in an amount sufficient to secure to the city the satisfactory construction, installation, and dedication of the required street, utility, drainage and other improvements, including any portions of such improvements which are located upon individual lots. The amount of the financial guarantee shall be 125 percent of the total cost necessary to complete the required improvements, including but not limited to the costs of labor and materials, permits, management fees, insurance costs and any other capital costs. On-site improvements may include, but are not necessarily limited to, streetlights, landscaping, drainage facilities, collector roads, curb, gutter and sidewalks, perimeter walls, water and sewer distribution lines and common area improvements.
- (2) The financial or other guarantee shall comply with all requirements of law and the type of guarantee shall be satisfactory to the city manager or designee. The guarantee shall be satisfactory to the city attorney or his designee as to form, sufficiency and manner of execution. The period within which required improvements must be completed shall be specified by the city council in the resolution approving the final plat and shall be incorporated into the financial or other guarantee. If no such period is specified, the required improvements must be completed within 12 months after the date of final plat approval. The financial or other guarantee shall be approved by the city manager and city attorney or their respective designees as to surety of the guarantee and

conditions satisfactory to the stipulations contained with the final plat approved by the city council. The city manager or designee may, upon proof of difficulty, recommend to the city council, and the council may approve, an extension of the completion date for a maximum period of one additional year. After a final plat has been recorded, the city council may, in its discretion, allow an applicant to substitute one type of guarantee for another.

- (3) This section in no way limits A.R.S. § 34-222 et seq., including but not limited to that statute's requirements with respect to financial assurance for public projects.
- (4) Temporary improvement. The applicant shall pay for all costs of constructing and removing temporary facilities and improvements required by the city council and shall maintain the same for the period specified by the city council. Prior to construction of any temporary facility or improvement the applicant shall file with the city manager or designee a separate, suitable, financial or other guarantee, which guarantee shall ensure that the temporary facility or improvement will be properly constructed, maintained and removed.
- (5) Governmental entities. A governmental entity to which this article applies may file a certified resolution, ordinance, or other similar commitment from an officer or body authorized to act for the governmental entity agreeing to comply with the provisions of this section, in lieu of the required financial assurance or other guarantee.
- (6) Failure to complete improvements. If an applicant has posted a financial guarantee and the required improvements have not been satisfactorily constructed, installed and dedicated within the period specified, as provided in subsection (a)(2) of this section, the city may thereupon declare the guarantee to be in default, call on the guarantee, and either require that all the required improvements be immediately constructed, installed and dedicated, or the city may construct and install the requirements itself, regardless of the extent of the building development at the time the financial guarantee is declared to be in default.
- (7) Acceptance of dedication and maintenance of land and improvements.
  - a. If the city accepts dedication of unimproved land for streets, easements, and other public areas it shall do so only by resolution of the city council. A resolution approving a final plat shall constitute such acceptance; provided that a statement of dedication is placed on the plat. The approval by the city council of a final plat, or of a resolution accepting dedication of land, shall not constitute or imply the acceptance of maintenance responsibility by the city of any street, easement, or other public area, shown on said plat or constructed on such land. The city council may require said plat to be endorsed with appropriate notes to this effect.

- b. If the city accepts the dedication of constructed improvements to streets, easements or other public areas it shall do so only after the city engineer has approved the construction and installation of such improvements, and only by separate resolution of the city council. In addition, such separate resolution may, but is not required to, accept maintenance responsibility for such improvements.

(b) Inspection of improvements.

General procedures and fees. The city engineer shall provide for inspection of required improvements during construction and insure their satisfactory completion. The applicant shall pay to the city such inspection fee as the city council may from time to time establish by ordinance. Financial guarantees shall not be released nor reduced unless such fees have been paid. If the city engineer finds upon inspection that any of the required improvements have not been constructed or installed in accordance with the city's construction standards and specifications, the applicant shall correct the deficiency and shall complete construction and installation of the improvements according to the standards and specifications. Wherever the cost of constructing or installing required improvements is covered by a financial guarantor, the applicant and the guarantor shall be jointly and severally liable for completing, constructing and installing the improvements according to the standards and specifications.

(c) Release or reduction of the financial guarantee.

Certificate of satisfactory completion. The city council will not accept dedication of required improvements, nor release or reduce any financial guarantee, until:

- (1) The city engineer has submitted a certificate stating that all required improvements have been satisfactorily constructed and installed;
- (2) The applicant's engineer or surveyor has certified to the city engineer through the submission of a detailed as-built survey plat and construction plans of the improvements, prepared on Mylar, indicating location, dimensions, materials and other information required by the city council and/or city engineer, that the layout of the line and grade of all required improvements is in accordance with the construction plans for the improvements; and
- (3) The city attorney has approved a title insurance policy furnished by the applicant to the city.

Thereafter, the city council may accept the improvements for dedication in accordance with the established procedure and the original financial guarantee of 125 percent be returned after acceptance and receipt of maintenance guarantee.

(d) Maintenance of improvements; warranty.

- (1) The applicant shall be required to maintain all improvements for two years after city council acceptance of maintenance responsibility for said improvements. If any certificates of occupancy have been issued for buildings

served by improvements for which the city has not accepted maintenance responsibility, the city may effect emergency repairs and the applicant or other owner thereof shall pay the cost of such emergency repairs. Prior to effecting such emergency repairs, the city shall give to the person responsible for maintaining the improvements such notice as may be practicable under the circumstances.

- (2) The applicant shall be required to file a maintenance guarantee with the city council within ten business days after dedication of the required improvements, in the amount of ten percent of the cost of constructing and installing the improvements in a form satisfactory to the city manager or designee, in order to assure the satisfactory condition of the required improvements for a period of two years after the city council accepts the dedication of the improvements.

(e) Deferral or waiver of required improvements.

- (1) The city council may defer or waive at the time of final plat approval, subject to appropriate conditions, the requirement that improvements be constructed and installed if, in the council's judgment, such improvements are not requisite in the interests of the public health, safety and general welfare, or are inappropriate because of incompatible grades, inadequacy or lack of connecting facilities, or other reasons.
- (2) Whenever the city council defers the requirement to construct and install any improvement, the applicant shall pay to the city at the time of final plat approval his proportionate share of the costs of constructing and installing such improvement in the future, as determined by the city engineer. Alternatively, at the city council's option, the applicant may post a financial or other guarantee, as provided in this section, insuring completion of said improvement upon demand of the city council. The mayor shall not sign the plat until the requirements of this subsection have been satisfied.

(Ord. No. 09-12, § 2(Exh. A), 5-14-09)

**Sec. 122-119. - Design standards.**

(a) General improvements.

- (1) Conformity. All subdivision improvements shall be in conformance to the following rules and regulations:
  - a. This section;
  - b. The general plan including all streets, drainage systems and parks shown on the general plan as adopted;
  - c. The design standards and regulations;
  - d. The rules of the state department of transportation if the subdivision or any lot contained therein abuts a state highway or connecting street;

- e. The rules of the county flood control district;
  - f. The rules of the state department of health and the county department of health relative to water supply and sanitary sewage disposal; and
  - g. The design standards and regulations adopted by the city engineer and officials of the city, which shall include, but not be limited to, the Uniform Standard Specifications for Public Works Construction and the Uniform Standard Details for Public Works Construction, as sponsored and distributed by Maricopa Association of Governments.
- (2) Self-imposed restrictions. If the owner places restrictions on any of the land contained in the subdivision greater than those required by this section or this section, such restrictions or reference thereto may be required to be indicated on the subdivision plat, or the planning and zoning commission may require that restrictive covenants be recorded with the county clerk.
  - (3) Monuments. The applicant shall place permanent reference monuments in the subdivision as approved by a registered land surveyor and the city engineer.
  - (4) Character of the land. Land which the planning and zoning commission finds to be unsuitable for subdivision or development because of flooding, improper drainage, rock formations, adverse earth formations or topography, utility easements, or other features which will reasonably be harmful to the safety, health and general welfare of the present or future inhabitants of the subdivision and/or its surrounding areas shall not be subdivided or developed unless adequate methods are formulated by the developer and approved by the planning and zoning commission, upon recommendation of the city engineer, to solve the problems created by the unsuitable land conditions. Such land shall be set aside for uses that shall not involve such a danger.
  - (5) Subdivision name. The proposed name of the subdivision shall not duplicate, or too closely approximate phonetically, the name of any other subdivision in the area covered by this section. The planning and zoning commission shall have final authority to designate the name of the subdivision that shall be determined at sketch plat approval.
- (b) Lot improvements.
- (1) Lot arrangement. The lot arrangement shall be such that there will be no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on all lots in compliance with this section or in providing driveway access to buildings on such lots from an approved street.
  - (2) Lot dimensions. Where lots are more than double the minimum required area for the zoning district, the planning and zoning commission may require that such lots be arranged so as to allow further subdivision and the opening of future streets where they would be necessary to serve such potential lots, all

in compliance with chapter 122. In general, side lot lines shall be at right angles to street lines (or radial to curving street lines) unless a variation from this rule will give a better street or lot plan. Dimensions of corner lots shall be large enough to allow for erection of buildings, observing the minimum setbacks from both streets. Depth and width of properties reserved or laid out for business, commercial or industrial purposes shall be adequate to provide for the off-street parking and loading facilities required for the type of use and development contemplated, as established in this section.

(3) Double frontage lots and access to lots.

- a. Double frontage and reverse frontage lots. Double frontage and reversed frontage lots shall be avoided except where necessary to provide separation of residential development from traffic arterials or to overcome specific disadvantages of topography and orientation.
- b. Access from principal and minor arterials. Lots shall not, in general, derive access exclusively from an arterial street. Where driveway access from an arterial street may be necessary for several adjoining lots, the planning and zoning commission may require that such lots be served by a combined access drive in order to limit possible traffic hazards on such street. Where possible, driveways should be designed and arranged so as to avoid requiring vehicles to back into traffic on arterial streets.

(4) Grading and drainage.

- a. Final grading required. No certificate of occupancy shall be issued until final grading has been completed in accordance with the approved final subdivision plat.
- b. Lot drainage. Lots shall be laid out so as to provide positive drainage away from all buildings and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to avoid concentration of storm drainage water from each lot onto adjacent lots.

(5) Debris and waste. No cut trees, debris, rocks, rubbish or other waste materials of any kind shall be buried in any land, or left or deposited on any lot or street at the time of the issuance of a certificate of occupancy.

(6) Fencing. Each subdivider and/or developer shall be required to furnish and install fences wherever the city council determines that a hazardous condition may exist. The fences shall be constructed according to standards established by this section and shall be noted as to height and material on the final plat. No certificate of occupancy shall be issued until said fence improvements have been duly installed.

(7) Performance bond to include lot improvement. The performance bond or other financial guarantee shall include an amount to guarantee completion of all requirements contained in this section's regulations including, but not

limited to, soil preservation, final grading, lot drainage, removal of debris and waste, fencing, and all other lot improvements required by the city council. At the expiration of the performance bond, the city may enforce the provisions of the bond where the provisions of this section or any other applicable law, ordinance or regulation have not been satisfied.

(c) Streets.

(1) General requirements.

- a. Frontage on improved streets. No subdivision shall be approved unless the area to be subdivided shall have frontage on, and access from, an existing street or a future street. Wherever the area to be subdivided is to utilize existing street frontage, such street shall be suitably improved as provided for herein.
- b. Topography and arrangement.
  1. Grades. Grades of streets shall conform as closely as possible to the original topography. Streets shall be arranged so as to obtain as many possible building sites at, or above, the grades of the streets.
  2. Integration. All streets shall be properly integrated with the existing and proposed system of thoroughfares and dedicated rights-of-way as established in the general plan.
- c. Access to arterial streets. Where a subdivision borders on or contains an existing or proposed arterial street, the city shall require that access to such streets be limited to local and collector streets. Direct access to arterials shall be prohibited from residential lots.
- d. Street names. Street names shall be sufficiently different in sound and in spelling from other street names in the city so as not to cause confusion. A street that exists or is planned as a continuation of an existing street shall bear the same name.
- e. Street names and regulatory signs. The applicant shall deposit with the city at the time of final subdivision approval an amount equal to the cost of each street sign required by the city manager and city engineer or their respective designee at all street intersections. The city shall install all street signs before issuance of certificates of occupancy for any residence on the streets approved. Street name signs are to be placed at all intersections within or abutting the subdivision, the type and location of which are to be approved by the city engineer or designee.
- f. Streetlights. Installation of streetlights shall be required in accordance with design and specification standards approved by the city manager and city engineer or their designees. Light standards shall be spaced such that each intersection is provided at least one light standard. All lights in the City of Surprise shall be powder coated.

- (2) Design standards. In order to provide for streets of suitable location, width and improvement to accommodate prospective traffic and afford satisfactory access to police, fire protection, sanitation and street maintenance equipment, and to coordinate streets so as to compose a convenient system and avoid undue hardships to adjoining properties, the city manager and city engineer or their respective designee shall cause to be created design standards for all transportation infrastructure.
- (d) Sidewalks. Sidewalks shall be included within the dedicated non-pavement right-of-way of all streets. If public sidewalks are located outside of the rights-of-way a public easement shall be recorded on the final plat of said path and or sidewalk.
- (e) Drainage, storm sewers and retention basins.
- (1) General requirements. The planning and zoning commission shall not recommend for approval any plat of a subdivision which does not make adequate provision for stormwater or floodwater runoff channels or basins. The drainage system of a subdivision shall be governed by the Drainage Design Manuals for Maricopa County, published by the flood control district of the county. The stormwater drainage system shall be separate and independent of any sanitary sewer system. Storm drainage shall be accommodated in the streets, gutters, retention basins or detention basins that drain to natural washes unless otherwise indicated by the city engineer.
- a. Use of street for drainage. Curbed local streets shall be designed and constructed to carry the stormwater runoff from a ten-year storm between curbs. Curbed collector and arterial streets shall be designed and constructed with no curb overtopping and to maintain one dry 12-foot (minimum) driving lane in each direction. No inverted crown streets, of any type, shall be permitted. When peak flows from the designated storm exceed the street capacity, an open area drainage and retention system shall be designed to carry the excess stormwater. The rational method shall be used to determine peak flows. Fifteen minutes maximum may be used for the time of concentration for the runoff across the lots.
- b. Peak flows in streets. Peak flows from a 50-year storm shall be carried within the cross section between buildings (front yards and streets). The finish floor elevation of all buildings shall be one foot above the 100-year storm. All finished floors shall be a minimum of 14 inches above the low outfall of the site.
- c. Accommodation of upstream drainage areas. A culvert, gutter or other drainage facility shall in each case be large enough to accommodate potential runoff from its entire upstream drainage area, whether inside or outside the subdivision. The city engineer shall determine the necessary size of the facility, based on the provisions of the construction standards and specifications assuming conditions of maximum potential watershed development permitted by this section.

- d. Effect on downstream drainage areas. The city engineer shall also study the effect of each subdivision on existing downstream drainage facilities outside the area of the subdivision. Local government drainage studies together with such other studies as shall be appropriate, shall serve as a guide to needed improvements. Where it is anticipated that the additional runoff incident to the development of the subdivision will overload an existing downstream drainage facility, the city council may withhold approval of the subdivision until provision has been made for the improvement of said potential condition in such sum as the city council shall determine. No subdivision shall be approved unless adequate drainage will be provided to an adequate drainage watercourse or facility.
- e. Areas of poor drainage. Whenever a plat is submitted for an area which is subject to flooding, the city council may approve such subdivision provided that the applicant fills the affected area of said subdivision to an elevation sufficient to place the elevation of streets and lots at a minimum of 12 inches above the elevation of the maximum probable flood, as determined by the city engineer. The plat of such subdivision shall provide for an overflow zone along the bank of any stream or watercourse, of a width that shall be sufficient in times of high water to contain or move the water, and no fill shall be placed in the overflow zone nor shall any structure be erected or placed therein. The boundaries of the overflow zone shall be subject to approval by the city engineer.
- f. Floodplain areas. The city council may, when it deems it necessary for the health, safety or welfare of the present and future population of the area and necessary to the conservation of water, drainage and sanitary facilities, prohibit the subdivision of any portion of the property which lies within the 100-year floodplain of any stream as determined in this section. These floodplain areas shall be preserved from any and all destruction or damage resulting from clearing, grading or dumping of earth, waste material or stumps, except at the discretion of the city council.

(2) Retention requirements.

- a. Areas for retention. All water from a 100-year storm of a two-hour duration, which falls within the area being developed, including the respective one-half of all abutting streets (whether or not it is a dedicated street which may exist by an improvement district and owned by the city), shall be retained within the boundaries of the developed land. No retention shall be allowed in public rights-of-way. The method of collection and retention shall be approved by the city engineer. The method of retention calculation, drainage flows and removal of stormwater within 36 hours shall conform to subsections (b)(4) and (b)(5) of this section.
- b. Retention basin capacities. All retention basins shall have a design capacity to preclude a water depth in excess of three feet resulting from a

100-year, two-hour storm. The depth of retention basins shall be measured from lowest adjacent top of curb. In no event shall stormwater stand in the retention basins longer than 36 hours. Dry wells shall be required for any depth of retention over one foot; provided, a volume greater than 1,000 cubic feet is being retained in a single retention area. However, equalizer pipes from smaller to larger retention areas may be required by the city engineer.

- c. Dedication. No retention basins will be controlled or owned by the city unless dedicated as part of the city's park and open space system. Nondedicated retention basins shall be maintained by the owner or person controlling such property. All retention basin areas shall be designated as easement areas for retention purposes and shall have a recorded restrictive covenant requiring perpetual maintenance.
- d. Retention calculations. Total volume required = (intensity for the 100-year, two-hour storm event from the Drainage Design Manuals for Maricopa County or a minimum of 2.8 inches, whichever is greater) × (drainage area) × (average runoff coefficient).
- e. Runoff factors. The runoff factor used in computations must be justified by a typical cross section of actual area calculation. Refer to the Drainage Design Manuals for Maricopa County to determine runoff coefficients. Infiltration into the dry well cannot be considered to reduce the size of the retention area. A percolation rate of 0.5 cfs (or less, if required by the city engineer) per dry well over a 36-hour period shall be used in calculating the number of dry wells.
- f. Joint development. Two or more developers may join together to provide a common retention facility. A letter of agreement signed by all developers participating in the common retention area must be presented to the city engineer, and the recorded plat shall indicate that the retention area is a joint facility. The joint retention area must meet all criteria as a single area.
- g. Preliminary and final drainage report guideline. The preliminary and final drainage report guideline, which was made a public record by Resolution No. 05-13, is hereby adopted by the city, and is incorporated in this section by reference as though it had been fully and completely set forth in this section. The purpose of the preliminary and final drainage report guideline is to serve as a reference tool for developers and engineers seeking construction permits for any proposed improvements within the city limits that require the preparation and submittal of accompanying preliminary and final drainage reports.

(3) Dedication of drainage easements.

- a. Requirements. Where a subdivision is traversed by a watercourse, drainage way, channel or stream, a stormwater easement or drainage

right-of-way shall be provided, conforming substantially to the lines of such watercourse, and of such width and construction, or both, as will be adequate for the purpose. Wherever possible, it is desirable that the drainage be maintained by an open channel with landscaped banks and adequate width for maximum potential volume of flow.

b. Drainage easements.

1. Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual, unobstructed easements at least 15 feet in width for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.
2. When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat.
3. The applicant shall dedicate, either in fee or by drainage or conservation easement, land on both sides of existing watercourses, to a distance to be determined by the city council.
4. Low-lying lands along watercourses subject to flooding or overflowing during storm periods, whether or not included in areas for dedication, shall be preserved and retained in their natural state as drainage ways.

(f) Water facilities.

(1) General requirements.

- a. When necessary, action shall be taken by the applicant to extend or create a water supply district for the purpose of providing a water supply system capable of providing domestic water use and fire protection.
- b. Where a public water main is accessible, the subdivider shall install adequate water facilities (including fire hydrants) subject to the specifications of the city engineer and the water services director. All water mains shall be at least eight inches in diameter.
- c. Water main extensions shall be approved by the city engineer and the water services director.
- d. To facilitate the above, the location of all fire hydrants, all water supply improvements, and the boundary lines of proposed districts, indicating all improvements proposed to be served, shall be shown on the preliminary plat, and the cost of installing same shall be included in the performance bond to be furnished by the developer.

- (2) Fire hydrants. Fire hydrants shall be required for all subdivisions. Fire hydrants shall be located no more than 500 feet apart and within 400 feet of any structure and shall be approved by the city fire chief. To eliminate future street openings, all underground utilities for fire hydrants, together with the fire hydrants themselves, and all other supply improvements shall be installed before any final paving of a street shown on the subdivision plat.

(g) Sewer facilities.

- (1) Requirements. The applicant shall install sanitary sewer facilities in a manner prescribed by the Uniform Standard Details and Specifications and the city engineer.
- (2) Public sewerage required. Sanitary sewer facilities shall connect with public sanitary sewage system unless such connection will not be available (in the estimation of the city engineer) for at least 20 years. Sewers shall be installed to serve each lot and to grades and sizes required by the Uniform Standard Details and Specifications and the city engineer.
- (3) Private sewerage systems.
  - a. Where public sanitary sewage systems are not reasonably accessible, but will become available within a reasonable time (not to exceed 20 years), the city may allow one of the following alternatives:
    1. Central sewerage system, the maintenance cost to be assessed against each property benefited. Where plans for future public sanitary sewerage systems exist, the applicant shall install the sewer lines, laterals, and mains to be in permanent conformance with such plans and ready for connection to such public sewer mains; or
    2. Individual disposal systems; provided, the applicant shall install sanitary sewer lines, laterals and mains from the street curb to a point in the subdivision boundary where a future connection with the public sewer main shall be made. Sewer lines shall be laid from the house to the street line, and a connection shall be available in the home to connect from the individual disposal system to the sewer system when the public sewers become available. Such sewer systems shall be capped until ready for use and shall conform to all plans for installation of the public sewer system, where such exist, and shall be ready for connection to such public sewer main.
  - b. Where sanitary sewer systems are not reasonably accessible and will not become available for a period in excess of 20 years, the city may allow the installation of sewerage systems as follows:
    1. For medium- and high-density residential districts, a central sewerage system only. No individual disposal system will be permitted. The applicant shall install all sewer lines, laterals, and mains to be

permanent and ready for connection to the public sewer system, should it become available.

2. For low-density residential districts (less than one dwelling unit per acre), individual disposal systems or central sewerage systems shall be used.
- (4) Mandatory connection to public sewer system. If a public sanitary sewer is accessible and a sanitary sewer is placed in a street or alley abutting upon property, the owner thereof shall be required to connect to said sewer for the purpose of disposing of waste; and it is unlawful for any such owner or occupant to maintain upon any such property an individual sewage disposal system.
- (5) Individual sewage disposal system requirements. If public sewer facilities are not available and individual disposal systems are proposed, minimum lot areas shall conform to the requirements of the R1-43, single-family residential district of this section and percolation tests and test holes shall be made as directed by the city engineer and the results submitted to same. The individual disposal system, including the size of septic tanks and size of the tile fields or other secondary treatment device, shall also be approved by the city engineer.
- (6) Design criteria for sanitary sewers.
  - a. Design factors. Sanitary sewer systems should be designed for the ultimate drainage basin population. Consideration should be given to current zoning regulations and approved planning and zoning reports where applicable. Sewer capacities should be adequate to handle the anticipated maximum hourly quantity of sewage and industrial waste together with an adequate allowance for infiltration and other extraneous flow. The unit design flows presented hereinafter should be adequate in each case for the particular type of development indicated. Sewers shall be designed for the total tributary area using the following criteria:

|                                                                |                |
|----------------------------------------------------------------|----------------|
| One-family and two-family dwellings                            | 0.02 cfs/acre* |
| Apartments, townhouses, condominiums:                          |                |
| One-story and two-story                                        | 0.02 cfs/acre  |
| Three-story through six-story                                  | 0.03 cfs/acre  |
| Commercial: Small stores, offices and miscellaneous businesses | 0.02 cfs/acre  |
| Shopping centers                                               | 0.02 cfs/acre  |

|                                    |                                  |
|------------------------------------|----------------------------------|
| High-rise and industrial buildings | As directed by the city engineer |
|------------------------------------|----------------------------------|

\* Cubic feet per second per acre.

These design factors shall apply to watersheds of 300 acres or less. Design factors for watersheds larger than 300 acres and smaller than 1,000 acres shall be computed on the basis of a linear decrease from the applicable design factor for an area of 300 acres to a design factor of 0.01 cfs/acre for an area of 1,000 acres unless otherwise directed by the city engineer. Design factors for watersheds larger than 1,000 acres shall be 0.01 cfs/acre unless otherwise directed by the city engineer.

- b. Maximum size. The diameter of sewers proposed shall not exceed the diameter of the existing or proposed outlet, whichever is applicable, unless otherwise approved by the city engineer.
- c. Minimum size. No public sanitary sewer line shall be less than eight inches in diameter.
- d. Minimum slope. All sewers shall be designed to give mean velocities, when flowing full, of not less than two feet per second. All velocity and flow calculations shall be based on the Manning Formula using an "N" value of 0.013. The design slopes shall be evenly divisible by four. The slopes shall be minimum for the size indicated. Exceptions to these minimum slopes shall be made at the upper end of lateral sewers serving less than 30 houses. Said sewers shall have a minimum slope of 0.76 percent. Where lateral sewers serve less than ten houses, the minimum slope shall be not less than one percent. The following table lists minimum slopes for various sewer sizes:

| Minimum Slopes by Sewer Size |      |                           |       |    |      |
|------------------------------|------|---------------------------|-------|----|------|
| Sewer<br>(in inches)         | Size | Minimum<br>(per 100 feet) | Slope | in | Feet |
| 8                            |      | 0.33                      |       |    |      |
| 10                           |      | 0.24                      |       |    |      |
| 12                           |      | 0.19                      |       |    |      |
| 15                           |      | 0.14                      |       |    |      |
| 18                           |      | 0.11                      |       |    |      |

|    |       |
|----|-------|
| 21 | 0.092 |
| 24 | 0.077 |

Source: BRW, Inc., 1986.

Any proposed dimension not in compliance with the standards in the chart above shall be a violation of this ordinance.

- e. Alignment. All sewers shall be laid with straight alignment between manholes, unless otherwise directed or approved by the city engineer.
- f. Manhole location. Manholes shall be installed at the end of each line; at all changes in grade, size or alignment; at all intersections; and at distances not greater than 400 feet for sewers less than 18 inches, and 500 feet for sewers 18 inches in diameter and larger.
- g. Manholes. The difference in elevation between any incoming sewer and the manhole invert shall not exceed 12 inches except where required to match crowns. The use of drop manholes will require approval by the city engineer. The minimum inside diameter of the manholes shall conform to those specified by the city engineer. Inside drop manholes will require special considerations; however, in no case shall the minimum clear distance be less than that indicated above. When a smaller sewer joins a larger one, the crown of the smaller sewer shall not be lower than that of the larger one. The minimum drop through manholes shall be 0.2 feet.
- h. Sanitary sewer locations. Sanitary sewers shall be located within street or alley rights-of-way unless topography dictates otherwise. When located in easements on private property, access shall be provided to all manholes. A manhole shall be provided at each street or alley crossing. End lines shall be extended to provide access from street or alley rights-of-way where possible. Imposed loading shall be considered in all locations. Not less than six feet of cover shall be provided over top of pipe in street and alley rights-of-way or three feet in all other areas.
- i. Cleanouts and lampholes. Cleanouts and lampholes will not be permitted.
- j. Water supply interconnections. There shall be no physical connection between a public or private potable water supply system and sewer that will permit the passage of any sewage or polluted water into the potable supply. Sewers shall be kept removed from water supply wells or other water supply sources and structures.
- k. Relationship between sewers and water mains. A minimum horizontal distance of ten feet shall be maintained between parallel water and sewer lines. At points where sewers cross water mains, the sewer shall be constructed of cast iron pipe or encased in concrete for a distance of ten

feet in each direction from the crossing, measured perpendicular to the water line. This will not be required when the water main is at least two feet above the sewer line.

These design criteria are not intended to cover extraordinary situations. Deviations will be allowed and may be required in those instances where considered justified by the city engineer.

(h) Utilities.

(1) Location. All utility facilities, including, but not limited to, gas, electric power, telephone and cable television shall be located underground throughout the subdivision. All utility facilities existing and proposed throughout the subdivision shall be shown on the preliminary plat. Underground service connections to the street property line of each platted lot shall be installed at the subdivider's expense. At the discretion of the city council, the requirement for service connections to each lot may be waived in the case of adjoining lots to be retained in single ownership and intended to be developed for the same primary use.

(2) Easements.

- a. Easements centered on rear lot lines shall be provided, where necessary, for utilities (private and municipal). Such easements shall be at least ten feet wide. Proper coordination shall be established between the subdivider and the applicable utility companies for the continuation of utility easements established in adjoining properties.
- b. Where topographical or other conditions are such as to make impractical the inclusion of utilities within the rear lot lines, perpetual unobstructed easements of least ten feet in width shall be provided alongside lot lines with satisfactory access to the road or rear lot lines. Easements shall be indicated on the plat.

(i) Public land reservation, parks, and open space.

- (1) Where a proposed park, playground, open space or other public use shown on the general plan is located in whole or in part in a subdivision, the commission and city council shall require that such area be shown on plats in accordance with the requirements specified in this section. Such area or areas shall be reserved to the city by the subdivider if the city council approves such reservation.
- (2) The commission shall require that plats show sites of a character, extent and location suitable for the development of a park, playground, or other stated public purposes.
- (3) In all new residential subdivisions, a minimum of ten percent of the gross area shall be reserved for public recreation space, school sites or other public use

with such percentage being in addition to property reserved for streets, alleys, easements, retention, unbuildable areas, or other public ways.

(4) Parks dedicated to the city shall be a minimum size of five acres.

(5) The city or other public agency shall enter into an agreement on the method of acquiring such reserved land area prior to approval of the final plat.

(j) Funding of long-term maintenance of common areas. Unless a public entity has accepted primary maintenance responsibility for all common areas within a subdivision, then the property owner/developer shall create a community facility district either as the primary means of providing for the long term maintenance of the common areas, or as a backup vehicle in the event that the person or entity designated by the applicant as having primary maintenance responsibility fails to adequately carry out its duties.

(k) Refuse collection/refuse containers. Each lot or combination of lots shall be supplied with a refuse container, at the expense of the developer or subdivider, to be owned by the city, as approved by the public works director. Refuse container pads may be required in conjunction with certain development situations. The type of such containers and location of refuse pads shall be approved by the public works director.

(Ord. No. 09-12, § 2(Exh. A), 5-14-09)

**FS15-490**  
**Zoning Text Amendment**  
**Land Divisions**  
**Clean Edit**

04/29/2016

**Sec. 122-115. – Land Division — General.**

The land division process ensures that a project is on a legally subdivided lot that has proper space for certain kinds of development and the required utility easements, access, and roadways. Specific land division considerations include the shape of a site, lot and/or tract size, circulation, street layout, drainage and grading, and floodplain concerns. Recording a change with the Maricopa County Recorder's office, without also following the provisions of this ordinance will not create a legal lot.

Additionally, land division projects are reviewed to address any environmental concerns that may arise. These include water quality, tree, vegetation and habitat maintenance, and the protection of critical environmental features. We also plan for necessary utilities in the land division process. These considerations include the extension of transmission lines, distribution of water and wastewater lines, or on-site service.

- (a) Overview. The land division regulations apply to subdivisions and any other division of land within the City of Surprise creating a legally developable lot. For a legally enforceable division or assemblage of property to occur in the City of Surprise, any properties assembled, split, or subdivided must be approved by the City through one (1) of the following means:
  - (1) Map of Dedication;
  - (2) Minor Land Division, Lot Line Adjustment, or Parcel Assemblage;
  - (3) Standard Land Division.
- (b) All land divisions will be designed to comply with the requirements of the specific zoning district within which it is located.
- (c) All created lots will have access to public roads.
- (d) All created lots will have adequate access to all utilities necessary for the development proposed on the property being divided.
- (e) Exceptions.
  - (1) The leasing of apartments, offices, stores or similar space within a building or trailer park, nor to mineral, oil or gas leases.

(2) Any division of land that creates cemetery lots or columbarium units.

**Sec. 122-115.1. – Map of Dedication.**

- (a) Definition. A Map of Dedication may be used to dedicate land to the City or other public agency or to grant an easement to the City for roadway, drainage, flood control, utilities, emergency or service vehicle access, or other public uses.
- (b) A map of dedication will not be used to create any new lots owned or to be owned by any person not a public agency.
- (c) A map of dedication will be prepared and processed in accordance with procedures and requirements set forth herein for a Standard Land Division Final Plat outlined in Section 122-116.3 (e) and will require a resolution for City Council approval.

**Sec. 122-115.2. – Minor Land Division, Lot Line Adjustment, or Parcel Assemblage.**

- (a) Definition. A Minor Land Division is a division of land within the City which results in the division of improved or unimproved land or lands for the purpose of financing, sale, or lease, whether immediate or future, into three (3) or less lots, tracts, or parcels of land with no public dedication of property.
- (b) Definition. A Lot Line Adjustment is a procedure that may be used as a method for making minor revisions to property lines between two (2) or more existing parcels. Lot Line Adjustment is not a procedure for dividing property.
- (c) Definition. A Parcel Assemblage is a combination of land within the City which results in the assemblage of improved or unimproved land for the purpose of financing, sale, or lease, whether immediate or future, from three (3) or less lots, tracts, or parcels of land with no public dedication of property, into a single property.
- (d) The provisions of a Minor Land Division will only apply to original lots. An original lot means any existing lot parcel tract of land or combination thereof identified in the official records of the Maricopa County Recorder as of the annexation of the property into the corporate limits of the City or the passage of Ordinance Number 86-7, on December 24, 1986, whichever is later.
- (e) The Community Development Director or designee will require submittal requirements determined necessary for appropriate review of the project.
- (f) If the Community Development Director or designee finds that the proposed Minor Land Division, Lot Line Adjustment, or Parcel Assemblage meets all of the requirements of this code, the Minor Land Division, Lot Line Adjustment, or Parcel Assemblage will be approved. The Community Development Director and City Engineer will sign the certificate of approval upon the plat in the following format:

## APPROVALS

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS \_\_\_ DAY OF  
\_\_\_, 20\_\_\_ BY THE CITY ENGINEER OF SURPRISE, ARIZONA

BY: \_\_\_\_\_

CITY ENGINEER

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS \_\_\_ DAY OF  
\_\_\_, 20\_\_\_ BY THE COMMUNITY DEVELOPMENT DIRECTOR OF SURPRISE,  
ARIZONA

BY: \_\_\_\_\_

COMMUNITY DEVELOPMENT DIRECTOR

(g) After approval of the Minor Land Division, Lot Line Adjustment, or Parcel Assemblage, the applicant will pay to the City the fee charged by the Maricopa County Recorder for the recordation of the plat.

(h) An applicant aggrieved by the decision of the Community Development Director may file for an appeal to the Board of Adjustments.

### **Sec. 122-116.3 – Standard Land Division.**

(a) Definition. A Standard Land Division shall include the following:

- (1) A proposed division of improved or unimproved land or lands divided for the purpose of financing, sale or lease, whether immediately or in the future, into four (4) or more lots, tracts or parcels of land, or any such property, the boundaries of which have been fixed by a recorded plat, which is divided into more than four (4) parts.
- (2) If a new street is involved, a proposed division of improved or unimproved land or lands divided for the purpose of financing, sale or lease, whether immediately or in the future, which is divided into two (2) or more lots, tracts or parcels of land.
- (3) If the boundaries of which have been fixed by a recorded plat, a proposed division into more than two (2) parts of improved or unimproved land or lands divided for the purpose of financing, sale or lease, whether immediately or in the future.
- (4) A Standard Land divisions also include any condominium, cooperative, community apartment, townhouse or similar project containing two (2) or more parcels, in which an undivided interest in the land is coupled with the right of exclusive occupancy of any unit located thereon, but plats of such

projects need not show the buildings or the manner in which the buildings or airspace above the property shown on the plat are to be divided.

- (b) The Standard Land Division utilizes a Preliminary Plat and Final Plat process unless the project qualifies for an alternate process under section (e), below. The Community Development Director or designee may allow a concurrent submittal of both the Preliminary and Final Plats when, in their judgement, the project scope is minor and will not require problematic coordination between the Preliminary and Final Plat.

(c) Preliminary Plat

- (1) Definition. The Preliminary Plat stage of land division involves detailed land division planning, including the submittal, review, and approval of the Preliminary Plat. The applicant shall provide the City with all information essential to determine the character and general acceptability of the proposed development.
- (2) The Community Development Director or designee will require submittal requirements determined necessary for appropriate review of the project.
- (3) The Planning and Zoning Commission shall recommend that the Preliminary Plat be approved, disapproved, or approved with conditions. Additionally, the Commission may table, postpone, or take other lawful action with respect to the Preliminary Plat. The Commission shall notify the applicant of its determination.
- (4) After receiving the Planning and Zoning Commission's recommendation, a public hearing and action will be scheduled for the City Council. After the public hearing, the City Council may take final action with respect to the Preliminary Plat. The Council's action may include approval, disapproval, approval with conditions, tabling, postponement, or any other lawful action. The council may consider, but shall not be bound by, the Planning and Zoning Commission's recommendation.
- (5) The Preliminary Plat shall be effective for one (1) year from the date of approval. The applicant may apply in writing for a single, one (1) year extension to be granted by the City Manager or designee for good cause shown. A Preliminary Plat which has been approved and for which a Final Plat has not been submitted and approved within 12 months (24 months if an extension is approved by the City Manager or designee) from the date of the approval of the Preliminary Plat, shall expire and such land area shall not be allowed to proceed with Final Platting until a new Preliminary Plat is submitted and approved.

(d) Final Plat

- (1) Definition. A Final Plat is a drawing of a portion of the city showing the location and boundaries of individual parcels of land intended for recordation in the plat records of the County in which the land division is located.
- (2) No Final Plat that creates a substandard or nonconforming lot or structure shall be approved except by separate City Council action.
- (3) The Community Development Director or designee will establish submittal requirements determined necessary for appropriate review of the project.
- (4) Preliminary Plat conformance. The Final Plat shall conform to the approved Preliminary Plat and/or Site Plan/Conditional Use Permit.
- (5) City Council action. The City Council shall either approve the Final Plat or disapprove the Final Plat and notify the land divider of the conditions to be met to gain approval. If a disapproved Final Plat is modified and resubmitted to the City Council for their consideration no later than one (1) year from date of disapproval, the Council may require the concurrent submittal of an updated ownership and encumbrance report or title opinion. The Final Plat will require City Council approval prior to recordation with Maricopa County Recorder.
- (6) The Mayor shall not sign the plat until the requirements of this subsection have been satisfied.
- (7) The Final Plat will be recorded by City staff within two (2) business days of approval.
- (8) Final plat amendment and corrected plat.
  - a. If, after the approval and recording of a Final Plat, errors are found in the language or numbers on the recorded plat, the land divider shall file a properly signed, corrected or revised original mylar with the Community Development Director or designee. The plat shall be noted "corrected plat" under the name of the land division. Notations shall be made on the face of the plat listing all corrections made and the book and page numbers where the original plat was recorded. The Community Development Director shall review the plat for corrections, secure the signatures of the proper public officials on the corrected plat and present the plat to the City Council for the reaffirmation of their approval and to the Maricopa County Recorder for recording. The recording of the corrected plat shall void the incorrect original plat, and the Maricopa County Recorder shall note "void" across the face of the incorrect plat.
  - b. If, after the approval and recording of a Final Plat, a land divider wishes to create additional lots from an approved Final Plat, or modify the location of lot lines on part or all of the recorded plat, the land divider shall submit a new Final Plat drawing with the revised lotting arrangement. The plat shall be marked the "Replat of \_\_\_\_\_" under the name of the land

division and shall be processed as a Final Plat. If the change is found to be substantial by the City Manager or designee, a new Preliminary Plat and Final Plat will be required as described herein.

- c. If, after the approval and recording of a Final Plat, the entity requesting the land division wishes to substantially change the street and lotting arrangement of a part or all of the platted area, the resulting land division shall be treated as a new submittal with both a Preliminary Plat and a Final Plat required. The land division shall be identified as the "Replat of \_\_\_\_\_."

- (e) Exception. For any subdivision that consists of four to ten lots, tracts or parcels, each of which complies with the size requirements of this SUDC, it may proceed without the requirement to prepare, submit and receive approval of a preliminary plat as a condition precedent to submitting a final plat. Requirements for dust-controlled access and drainage improvements shall not be waived.

**Sec. 122-118. - Assurances for Improvement Completion.**

- (a) Financial and other guarantees and improvements.

- (1) 30 days prior to the formal determination of land divisions and Final Plats by the City Council, the applicant will provide a financial guarantee to the City in an amount sufficient to secure to the City the satisfactory construction, installation, and dedication of the required street, utility, drainage, and other improvements, including any portions of such improvements which are located in public rights-of-way, easements, and upon individual lots. If plats are approved administratively, applicant must submit any required financial assurances or other guarantees prior to obtaining formal plat approval. The amount of the financial guarantee shall be 125 percent of the total cost necessary to complete the required improvements, including but not limited to the costs of labor and materials, permits, management fees, insurance costs and any other capital costs. Improvements may include, but are not necessarily limited to, streetlights, landscaping, drainage facilities, curb, gutter and sidewalks, perimeter walls, water and sewer distribution lines, and common area improvements.
- (2) The financial guarantee shall comply with all requirements of law and the type of guarantee shall be satisfactory to the Community Development Director or designee. The guarantee shall be satisfactory to the City Attorney or their respective designee as to form, sufficiency and manner of execution. The period within which required improvements must be completed shall be 12 months after the date of Final Plat approval by City Council. The financial or other guarantee shall be approved by the City Manager and City Attorney or their respective designees and conditions satisfactory to the stipulations contained with the Final Plat approved by the City Council. The City Manager or designee may, upon proof of difficulty, recommend to the City Council, and

the council may approve, an extension of the completion date for a maximum period of one (1) additional year. After a Final Plat has been recorded, the City Council may, in its discretion, allow an applicant to substitute one type of guarantee for another.

- (3) Nothing in this section may be interpreted to limit the application of A.R.S. § 34-222 et seq., including but not limited to that statute's requirements with respect to financial assurance for public projects.
- (4) Temporary improvement. The applicant shall pay for all costs of constructing and removing temporary facilities and improvements required by the City Council and shall maintain the same for the period of construction. Prior to construction of any temporary facility or improvement, the applicant shall file with the Community Development Director or designee a suitable, financial or other guarantee, separate from and in addition to any guarantee or assurance required for permanent improvements, which guarantee shall ensure that the temporary facility or improvement will be properly constructed, maintained and removed.
- (5) Failure to complete improvements. If an applicant has posted a financial guarantee and the required improvements have not been satisfactorily constructed, installed and dedicated within the period specified, as provided in this section, the City may utilize the following options regarding public improvements
  - a. The city shall not issue any building permit for any structure until all applicable public improvements have been constructed to the satisfaction of the city staff, inspected and accepted.
  - b. If the owner fails to timely and properly construct the public improvements as set forth in the agreement, the city may take any one or more of the following actions, at the owner's expense:
  - c. Decline to process or issue building permits, occupancy clearances or other regulatory approvals or inspections;
  - d. Complete, remove and/or modify the public improvements in whole or in part;
  - e. Restore any disturbed land;
  - f. Bring action to enforce the owner's responsibility under this chapter or under the agreement to construct the public improvements;
  - g. Bring action to enforce the assurance to construct the public improvements; and/or
  - h. Otherwise mitigate the effects of the owner's failure to construct the public improvements.

- (6) Acceptance of dedication and maintenance of land and improvements.

- a. If the City accepts dedication of unimproved land for streets and other public areas it shall do so only by the approval of City Council. Approval of a Final Plat shall constitute such acceptance provided that a statement of dedication is placed on the plat. The approval by the City Council of a Final Plat shall not constitute or imply the acceptance of maintenance responsibility by the City of any street, easement, or other public area, shown on said plat or constructed on such land. The City Council may require said plat to be endorsed with appropriate notes to this effect.
  - b. If the City accepts the dedication of constructed improvements to streets, easements or other public areas it shall do so only after the City Engineer has approved the construction and installation of such improvements, and only by separate action of the City Council. In addition, such separate action may, but is not required to, accept maintenance responsibility for such improvements.
- (b) Inspection of improvements.
- (1) General procedures and fees. The City Engineer shall provide for inspection of required improvements during construction and ensure their satisfactory completion. Financial guarantees shall not be released nor reduced unless such fees have been paid. If the City Engineer finds upon inspection that any of the required improvements have not been constructed or installed in accordance with the City's construction standards and specifications, the applicant shall correct the deficiency and shall complete construction and installation of the improvements according to the standards and specifications. Wherever the cost of constructing or installing required improvements is covered by a financial guarantor, the applicant and the guarantor shall be jointly and severally liable for completing, constructing and installing the improvements according to the standards and specifications.
- (c) Release or reduction of the financial guarantee. The City Council will not accept dedication of required improvements, nor release or reduce any financial guarantee, until:
- (1) The City Engineer has submitted a certificate stating that all required improvements have been satisfactorily constructed and installed;
  - (2) The applicant's engineer or surveyor has certified to the City Engineer through the submission of a detailed as-built survey plat and construction plans of the improvements, indicating location, dimensions, materials and other information required by the City Council and/or City Engineer, that the layout of the line and grade of all required improvements is in accordance with the construction plans for the improvements; and
  - (3) The City Attorney has approved lien release documents furnished by the applicant to the City.

- (4) The City Council may accept the improvements for dedication in accordance with the established procedure and the original financial guarantee of 125 percent returned after acceptance and receipt of maintenance guarantee.
- (5) Once the Council agrees to accept improvements for dedication, the City Manager or designee may evidence such approval with a document entitled a "Certificate of Satisfactory Completion."

(d) Maintenance of improvements; warranty.

- (1) The applicant shall be required to maintain all improvements for two (2) years after City Council acceptance of maintenance responsibility for said improvements. If any certificates of occupancy have been issued for buildings served by improvements for which the City has not accepted maintenance responsibility, the City may effect emergency repairs and the applicant or other owner thereof shall pay the cost of such emergency repairs. Prior to effecting such emergency repairs, the City shall give to the person responsible for maintaining the improvements such notice as may be practicable under the circumstances.
- (2) The applicant shall be required to file a maintenance guarantee with the City Council within ten (10) business days after dedication of the required improvements, in the amount of ten (10) percent of the cost of constructing and installing the improvements in a form satisfactory to the City Manager or designee, in order to assure the satisfactory condition of the required improvements for a period of two (2) years after the City Council accepts the dedication of the improvements.

(e) Deferral or waiver of required improvements.

- (1) The City Council may defer or waive at the time of Final Plat approval, subject to appropriate conditions, the requirement that improvements be constructed and installed if, in the Council's judgment, such improvements are not requisite in the interests of the public health, safety, and general welfare, or are inappropriate because of incompatible grades, inadequacy or lack of connecting facilities, or other reasons.
- (2) Whenever the City Council defers the requirement to construct and install any improvement, the applicant shall pay to the City at the time of Final Plat approval his proportionate share of the costs of constructing and installing such improvement in the future, as determined by the City Engineer. Alternatively, at the City Council's option, the applicant may post a financial or other guarantee, as provided in this section, ensuring completion of said improvement upon demand of the City Council. The Mayor shall not sign the plat until the requirements of this subsection have been satisfied.

**Sec. 122-119. - Design standards.**

(a) General improvements.

Ordinance No. 2016-\_\_\_\_  
RFLS #4997

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- (1) Conformity. All land division improvements shall conform to the following rules and regulations:
  - a. This section;
  - b. The rules of the Arizona State Department of Transportation if the land division or any lot contained therein abuts a state highway or connecting street;
  - c. The rules of the Maricopa County Flood Control District;
  - d. The rules of the Arizona Department of Health Services, the Maricopa County Department of Health, and the Maricopa County Environmental Services Department relative to water supply and sanitary sewage disposal; and
  - e. The design standards and regulations adopted by the City Engineer and officials of the City, which shall include, but not be limited to, the Engineering Development Standards, the Uniform Standard Specifications for Public Works Construction and the Uniform Standard Details for Public Works Construction, as sponsored and distributed by Maricopa Association of Governments.
- (2) Self-imposed restrictions. If the owner places restrictions on any of the land contained in the land division greater than those required by this chapter, such restrictions or reference thereto may be required to be indicated on the land division plat, or the City Council or Planning and Zoning Commission may require that restrictive covenants be recorded with the Maricopa County Recorder's Office.
- (3) Monuments. The applicant shall place permanent reference monuments in the land division as approved by a Registered Land Surveyor and the City Engineer. Monuments will be permanently marked with the registration number of the Registered Land Surveyor responsible for their placement.
- (4) Character of the land. Land which the Planning and Zoning Commission finds to be unsuitable for land division or development because of flooding, improper drainage, rock formations, adverse earth formations or topography, utility easements, or other features which will reasonably be harmful to the safety, health and general welfare of the present or future inhabitants of the land division and/or its surrounding areas shall not be divided or developed unless adequate methods are formulated by the developer and approved by the City Council and/or Planning and Zoning Commission, upon recommendation of the City Engineer, to solve the problems created by the unsuitable land conditions. Such land shall be set aside for uses that shall not involve such a danger.
- (5) Land division name. The proposed name of the land division shall not duplicate, or too closely approximate phonetically, the name of any other land

division in the area covered by this chapter. The Planning and Zoning Commission shall have final authority to designate the name of the land division that shall be determined at Preliminary Plat approval.

(b) Lot improvements.

(1) Lot arrangement. The lot arrangement shall be such that there will be no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on all lots in compliance with this section or in providing driveway access to buildings on such lots from an approved street.

(2) Lot dimensions. Where lots are more than double the minimum required area for the zoning district, the Planning and Zoning Commission may require that such lots be arranged so as to allow further land division and the opening of future streets where they would be necessary to serve such potential lots, all in compliance with this chapter. In general, side lot lines shall be at right angles to street lines (or radial to curving street lines) unless a variation from this rule will give a better street or lot plan. Dimensions of corner lots shall be large enough to allow for erection of buildings, observing the minimum setbacks from both streets. Depth and width of properties reserved or laid out for business, commercial or industrial purposes shall be adequate to provide for the off-street parking and loading facilities required for the type of use and development contemplated.

(3) Double frontage lots and access to lots.

- a. Double frontage and reverse frontage lots. Double frontage and reversed frontage lots shall be avoided except where necessary to provide separation of residential development from traffic arterials or to overcome specific disadvantages of topography and orientation.
- b. Access from arterials. Lots shall not, in general, derive access exclusively from an arterial street. Where driveway access from an arterial street may be necessary for several adjoining lots, the Community Development Director or designee may require that such lots be served by a combined access drive in order to limit possible traffic hazards on such streets. Where possible, driveways should be designed and arranged so as to avoid requiring vehicles to back into traffic on arterial streets.

(c) Grading and drainage.

- a. Final grading required. No residential building permit shall be issued until final grading has been completed in accordance with the approved Final Plat.
- b. Lot drainage. Lots shall be laid out so as to provide positive drainage away from all buildings and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be

designed so as to avoid concentration of storm drainage water from each lot onto adjacent lots.

- (4) Debris and waste. No cut trees, debris, rocks, rubbish or other waste materials of any kind shall be buried in any land, or left or deposited on any lot or street.
- (5) Fencing. Each land divider and/or developer shall be required to furnish and install fences wherever the City Council determines that a hazardous condition may exist. The fences shall be constructed according to standards established by city staff and shall be noted as to height and material on the Final Plat.
- (6) Performance bond to include lot improvement. The performance bond or other financial guarantee shall include an amount to guarantee completion of all requirements contained in this section's regulations including, but not limited to, soil preservation, final grading, lot drainage, removal of debris and waste, fencing, and all other lot improvements required by the City Council. At the expiration of the performance bond, the City may enforce the provisions of the bond where the provisions of this section or any other applicable law, ordinance, or regulation have not been satisfied.

(d) Streets.

(1) General requirements.

- a. Frontage on improved streets. No land division shall be approved unless the area to be divided shall have frontage on, and access from, an existing street or a future street. Wherever the area to be divided is to utilize existing street frontage, such street shall be suitably improved as provided for herein.
- b. Topography and arrangement.
  - 1. Grades. Grades of streets shall conform as closely as possible to the original topography. Streets shall be arranged so as to obtain as many possible building sites above the grades of the streets unless otherwise approved by the City Engineer.
  - 2. Integration. All streets shall be properly integrated with the existing and proposed system of thoroughfares and dedicated rights-of-way as established in the General Plan.
- c. Access to arterial streets. Where a land division borders on or contains an existing or proposed arterial street, the City shall require that access to such streets be limited to local streets. Direct access to arterials shall be prohibited from residential lots.
- d. Street names. Street names shall be sufficiently different in sound and in spelling from other street names in the City so as not to cause confusion.

A street that exists or is planned as a continuation of an existing street shall bear the same name.

- e. Street names and regulatory signs. The applicant shall deposit with the City at the time of Final Plat approval an amount equal to the cost of each street sign required by the City Manager and City Engineer or their respective designee at all street intersections. Street name signs are to be placed at all intersections within or abutting the land division, the type and location of which are to be approved by the City Engineer or designee.
  - f. Streetlights. Installation of streetlights shall be required in accordance with design and specification standards approved by the City Manager and City Engineer or their designees. Light standards shall be spaced such that each intersection is provided at least one (1) light standard. All street light poles in the City of Surprise shall be powder coated.
- (2) Design standards. In order to provide for streets of suitable location, width, and improvement to accommodate prospective traffic and afford satisfactory access to police, fire protection, sanitation and street maintenance equipment, and to coordinate streets so as to compose a convenient system and avoid undue hardships to adjoining properties, the City Manager and City Engineer or their respective designee shall cause to be created design standards for all transportation infrastructure.
- (e) Sidewalks. Sidewalks shall be included within the dedicated non-pavement right-of-way of all streets. If public sidewalks are located outside of the rights-of-way, a public easement shall be recorded on the Final Plat of said path and or sidewalk.
- (f) Drainage, storm sewers and retention basins.
- (1) General requirements. The City staff or the Planning and Zoning Commission shall not recommend for approval any plat of a land division which does not make adequate provision for stormwater or floodwater runoff. The drainage system of a subdivision shall be governed by the Drainage Design Manual for Maricopa County, published by the Maricopa Flood Control District and the City of Surprise Engineering Development Standards. The stormwater drainage system shall be separate and independent of any sanitary sewer system. Storm drainage shall be accommodated in the streets, gutters, retention basins or detention basins that drain to natural washes unless otherwise indicated by the City Engineer.
- (2) Accommodation of upstream drainage areas. A culvert, gutter or other drainage facility shall in each case be large enough to accommodate potential runoff from its entire upstream drainage area, whether inside or outside the land division. The City Engineer shall determine the necessary size of the facility, based on the provisions of the construction standards and specifications assuming conditions of maximum potential watershed development permitted by this section.

- (3) Effect on downstream drainage areas. The applicant must address the effect of each land division on existing downstream drainage facilities outside the area of the land division. The applicant must address the effect of each provide a drainage study prepared by a Professional Engineer to serve as a guide for necessary improvements. Where it is anticipated that the additional runoff incident to the development of the land division will overload an existing downstream drainage facility, the City Council may withhold approval of the land division until provision has been made for the improvement of said potential condition in such sum as the City Council shall determine. No land division shall be approved unless adequate drainage will be provided to an adequate drainage watercourse or facility. The City Engineer will determine the adequacy of the drainage facilities for purposes of Council review, but such determination will not relieve the property owner from any responsibility related to storm water or drainage; such responsibility shall remain that of the property owner.
- (4) Areas of poor drainage. Whenever a plat is submitted for an area which is subject to flooding, the City Council may approve such land division provided that the applicant fills the affected area of said land division to an elevation sufficient to place the elevation of streets and lots at a minimum of 12 inches above the elevation of the maximum probable flood, as determined by the City Engineer. The plat of such land division shall provide for an overflow zone along the bank of any stream or watercourse, of a width that shall be sufficient in times of high water to contain or move the water, and no fill shall be placed in the overflow zone nor shall any structure be erected or placed therein. The boundaries of the overflow zone shall be subject to approval by the City Engineer.
- (5) Floodplain areas. The City Council may, when it deems it necessary for the health, safety or welfare of the present and future population of the area and necessary to the conservation of water, drainage and sanitary facilities, prohibit the land division of any portion of the property which lies within the 100-year floodplain of any stream as determined by the City Engineer, the Flood Control District of Maricopa County, and/or the US Army Corps of Engineers. These floodplain areas shall be preserved from any and all destruction or damage resulting from clearing, grading or dumping of earth, waste material or stumps, except at the discretion of the City Council.

(g) Dedication of drainage easements.

- (1) Requirements. Where a land division is traversed by a watercourse, drainage way, channel or stream, a stormwater easement or drainage right-of-way shall be provided, conforming substantially to the lines of such watercourse, and of such width and construction, or both, as will be adequate for the purpose. Wherever possible, it is desirable that the drainage be maintained

by an open channel with landscaped banks and adequate width for maximum potential volume of flow.

(2) Drainage easements.

- a. Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual, unobstructed easements at least 15 feet in width for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.
- b. When a proposed drainage system will carry water across private land outside the land division, appropriate drainage rights must be secured and indicated on the plat.
- c. The applicant shall dedicate, either in fee or by drainage or conservation easement, land on both sides of existing watercourses, to a distance to be determined by the City Council.
- d. Low-lying lands along watercourses subject to flooding or overflowing during storm periods, whether or not included in areas for dedication, shall be preserved and retained in their natural state as drainage ways.

(h) Water facilities.

(1) General Requirements.

- a. When necessary, action shall be taken by the applicant to extend or construct new services for the purpose of providing a water supply system capable of providing domestic water and fire protection.
- b. Where a public water main is accessible, the land divider shall install adequate water facilities (including fire hydrants) subject to the specifications of the City Engineer. All water mains shall be at least eight (8) inches in diameter.
- c. Water main extensions shall be approved by the City Engineer.
- d. To facilitate the above, the location of all fire hydrants, all water supply improvements, and the boundary lines of proposed districts, indicating all improvements proposed to be served, shall be shown on the Preliminary Plat, and the cost of installing same shall be included in the performance bond to be furnished by the developer.

(i) Sewer facilities.

- (1) Requirements. The applicant shall install sanitary sewer facilities in a manner prescribed by the Uniform Standard Details and Specifications, the City of Surprise Engineering Development Standards, and the City Engineer.

(2) Public sewerage required. Sanitary sewer facilities shall connect with public sanitary sewage system unless such connection will not be available (in the estimation of the City Engineer) for at least 20 years. Sewers shall be installed to serve each lot and to grades and sizes required by the Uniform Standard Details and Specifications and the City Engineer.

(3) Private sewerage systems.

a. Where public sanitary sewage systems are not reasonably accessible, but will become available within a reasonable time (not to exceed 20 years), the City may allow one (1) of the following alternatives:

1. Central sewerage system, the maintenance cost to be assessed against each property benefited. Where plans for future public sanitary sewerage systems exist, the applicant shall install the sewer lines, laterals, and mains to be in permanent conformance with such plans and ready for connection to such public sewer mains; or
2. Individual disposal systems; provided, the applicant shall install sanitary sewer lines, laterals and mains from the street curb to a point in the land division boundary where a future connection with the public sewer main shall be made. Sewer lines shall be laid from the house to the street line, and a connection shall be available in the home to connect from the individual disposal system to the sewer system when the public sewers become available. Such sewer systems shall be capped until ready for use and shall conform to all plans for installation of the public sewer system, where such exist, and shall be ready for connection to such public sewer main.
3. It is unlawful for the owner or occupant to inhabit the property without a method to dispose of sewerage that is acceptable to the City Engineer.

b. Where sanitary sewer systems are not reasonably accessible and will not become available for a period in excess of 20 years, the City may allow the installation of sewerage systems as follows:

1. For medium- and high-density residential districts, a central sewerage system only. No individual disposal system will be permitted. The applicant shall install all sewer lines, laterals, and mains to be permanent and ready for connection to the public sewer system, should it become available.
2. For low-density residential districts (less than one (1) dwelling unit per acre), individual disposal systems or central sewerage systems shall be used.
3. It is unlawful for the owner or occupant to inhabit the property without a method to dispose of sewerage that is acceptable to the City Engineer.

(4) Mandatory connection to public sewer system. If a public sanitary sewer is accessible and a sanitary sewer is placed in a street or alley abutting upon property, the owner thereof shall be required to connect to said sewer for the purpose of disposing of waste; and it is unlawful for any such owner or occupant to maintain upon any such property an individual sewage disposal system.

(5) Individual sewage disposal system requirements. If public sewer facilities are not available and individual disposal systems are proposed, minimum lot areas shall conform to the requirements of the rural residential, single-family residential district of this section and percolation tests and test holes shall be made as directed by the City Engineer and the results submitted to same. The individual disposal system, including the size of septic tanks and size of the tile fields or other secondary treatment device, shall also be approved by the City Engineer and Maricopa County.

(j) Utilities.

(1) Location. All utility facilities, including, but not limited to, gas, electric power, telephone and cable television shall be located underground throughout the land division. All utility facilities existing and proposed throughout the land division shall be shown on the Preliminary Plat. Underground service connections to the street property line of each platted lot shall be installed at the land divider's expense. At the discretion of the City Council, the requirement for service connections to each lot may be waived in the case of adjoining lots to be retained in single ownership and intended to be developed for the same primary use.

(2) Easements.

- a. Easements centered on rear lot lines shall be provided, where necessary, for utilities (private and municipal). Such easements shall be at least ten (10) feet wide. Proper coordination shall be established between the land divider and the applicable utility companies for the continuation of utility easements established in adjoining properties.
- b. Where topographical or other conditions are such as to make impractical the inclusion of utilities within the rear lot lines, perpetual unobstructed easements of least ten (10) feet in width shall be provided alongside lot lines with satisfactory access to the road or rear lot lines. Easements shall be indicated on the plat.

(k) Public land reservation, parks, and open space.

(1) Where a proposed park, playground, open space, or other public use shown on the General Plan and/or Parks and Trails Master Plan, is located in whole or in part in a land division, the Planning and Zoning Commission and City Council shall require that such area be shown on plats in accordance with the

- requirements specified in this section. Such area or areas shall be reserved to the City by the land divider if the City Council approves such reservation.
- (2) The Planning and Zoning Commission shall require that plats show sites of a character, extent and location suitable for the development of a park, playground, or other stated public purposes.
  - (3) In all new residential land divisions, a minimum of ten (10) percent of the gross area shall be reserved for public recreation space, school sites or other public use with such percentage being in addition to property reserved for streets, alleys, easements, retention, unbuildable areas, or other public ways.
  - (4) The City or other public agency shall enter into an agreement on the method of acquiring such reserved land area prior to approval of the Final Plat.
  - (l) Funding of long-term maintenance of common areas. Unless a public entity has accepted primary maintenance responsibility for all common areas within a land division, then the property owner/developer shall create a method, acceptable to the City Engineer and City Attorney, to provide for the long term maintenance of the common areas in perpetuity, either as the primary means of providing for the long term maintenance of the common areas, or as a backup vehicle in the event that the person or entity designated by the applicant as having primary maintenance responsibility fails to adequately carry out its duties.
  - (m) Refuse collection/refuse containers. Each lot or combination of lots shall be supplied with a refuse container, at the expense of the developer or land divider, to be owned by the City, as approved by the Public Works Director or designee. Refuse container pads or curb location markers may be required in conjunction with certain development situations. The type of such containers and location of refuse pads shall be approved by the Public Works Director or designee.

**FS15-490**  
**Zoning Text Amendment**  
**Land Divisions**  
**Legislative Edit**

04/29/2016

**Sec. 122-115. – ~~Subdivision~~ **LAND DIVISION** — General.**

The ~~subdivision~~ **LAND DIVISION** process ensures that a project is on a legally subdivided lot that has proper space for certain kinds of development and the required utility easements, **ACCESS**, and roadways. Specific ~~subdivision~~ **LAND DIVISION** considerations include the shape of a site, lot and/or tract size, circulation, street layout, drainage and grading, and floodplain concerns. **RECORDING A CHANGE WITH THE MARICOPA COUNTY RECORDER'S OFFICE, WITHOUT ALSO FOLLOWING THE PROVISIONS OF THIS ORDINANCE WILL NOT CREATE A LEGAL LOT.**

Additionally, ~~subdivision~~ **LAND DIVISION** projects are reviewed to address any environmental concerns that may arise. These include water quality, tree, vegetation and habitat maintenance, and the protection of critical environmental features. **WE ALSO PLAN FOR NECESSARY UTILITIES IN THE LAND DIVISION PROCESS.** ~~Utilities are also planned for in the subdivision process.~~ These considerations include the extension of transmission lines, distribution of water and wastewater lines, or on-site service.

~~(a) Overview. The subdivision regulations, shall apply to a proposed division of improved or unimproved land or lands divided for the purpose of financing, sale or lease, whether immediately or in the future, into two or more lots, tracts or parcels of land, or any such property, the boundaries of which have been fixed by a recorded plat, which is divided into more than two parts.~~

~~Subdivision also includes any condominium, cooperative, community apartment, townhouse or similar project containing two or more parcels, in which an undivided interest in the land is coupled with the right of exclusive occupancy of any unit located thereon, but plats of such projects need not show the buildings or the manner in which the buildings or airspace above the property shown on the plat are to be divided. All properties in the City of Surprise may not be split or "subdivided" by recording a meets and bounds description or any other means other than through a final plat subdivision approved by the Surprise City Council.~~

**(a) OVERVIEW. THE LAND DIVISION REGULATIONS APPLY TO SUBDIVISIONS AND ANY OTHER DIVISION OF LAND WITHIN THE CITY OF SURPRISE CREATING A LEGALLY DEVELOPABLE LOT. FOR A LEGALLY**

ENFORCEABLE DIVISION OR ASSEMBLAGE OF PROPERTY TO OCCUR IN THE CITY OF SURPRISE, ANY PROPERTIES ASSEMBLED, SPLIT, OR SUBDIVIDED MUST BE APPROVED BY THE CITY THROUGH ONE (1) OF THE FOLLOWING MEANS:

(1) MAP OF DEDICATION:

(2) MINOR LAND DIVISION, LOT LINE ADJUSTMENT, OR PARCEL ASSEMBLAGE:

(3) STANDARD LAND DIVISION.

(b) ALL LAND DIVISIONS WILL BE DESIGNED TO COMPLY WITH THE REQUIREMENTS OF THE SPECIFIC ZONING DISTRICT WITHIN WHICH IT IS LOCATED.

(c) ALL CREATED LOTS WILL HAVE ACCESS TO PUBLIC ROADS.

(d) ALL CREATED LOTS WILL HAVE ADEQUATE ACCESS TO ALL UTILITIES NECESSARY FOR THE DEVELOPMENT PROPOSED ON THE PROPERTY BEING DIVIDED.

(e) ~~(b)~~ Exceptions.

(1) ~~(2)~~ The leasing of apartments, offices, stores or similar space within a building or trailer park, nor to mineral, oil or gas leases.

(2) ~~(3)~~ Any division of land that creates cemetery lots or columbarium units.

#### **SEC. 122-115.1. – MAP OF DEDICATION.**

(a) DEFINITION. A MAP OF DEDICATION MAY BE USED TO DEDICATE LAND TO THE CITY OR OTHER PUBLIC AGENCY OR TO GRANT AN EASEMENT TO THE CITY FOR ROADWAY, DRAINAGE, FLOOD CONTROL, UTILITIES, EMERGENCY OR SERVICE VEHICLE ACCESS, OR OTHER PUBLIC USES.

(b) A MAP OF DEDICATION WILL NOT BE USED TO CREATE ANY NEW LOTS OWNED OR TO BE OWNED BY ANY PERSON NOT A PUBLIC AGENCY.

(c) A MAP OF DEDICATION WILL BE PREPARED AND PROCESSED IN ACCORDANCE WITH PROCEDURES AND REQUIREMENTS SET FORTH HEREIN FOR A STANDARD LAND DIVISION FINAL PLAT OUTLINED IN SECTION 122-116.3 (E) AND WILL REQUIRE A RESOLUTION FOR CITY COUNCIL APPROVAL.

#### **SEC. 122-115.2. – MINOR LAND DIVISION, LOT LINE ADJUSTMENT, OR PARCEL ASSEMBLAGE.**

(a) DEFINITION. A MINOR LAND DIVISION IS A DIVISION OF LAND WITHIN THE CITY WHICH RESULTS IN THE DIVISION OF IMPROVED OR UNIMPROVED LAND OR LANDS FOR THE PURPOSE OF FINANCING, SALE, OR LEASE, WHETHER IMMEDIATE OR FUTURE, INTO THREE (3) OR LESS LOTS.

TRACTS, OR PARCELS OF LAND WITH NO PUBLIC DEDICATION OF PROPERTY.

(b) DEFINITION. A LOT LINE ADJUSTMENT IS A PROCEDURE THAT MAY BE USED AS A METHOD FOR MAKING MINOR REVISIONS TO PROPERTY LINES BETWEEN TWO (2) OR MORE EXISTING PARCELS. LOT LINE ADJUSTMENT IS NOT A PROCEDURE FOR DIVIDING PROPERTY.

(c) DEFINITION. A PARCEL ASSEMBLAGE IS A COMBINATION OF LAND WITHIN THE CITY WHICH RESULTS IN THE ASSEMBLAGE OF IMPROVED OR UNIMPROVED LAND FOR THE PURPOSE OF FINANCING, SALE, OR LEASE, WHETHER IMMEDIATE OR FUTURE, FROM THREE (3) OR LESS LOTS, TRACTS, OR PARCELS OF LAND WITH NO PUBLIC DEDICATION OF PROPERTY, INTO A SINGLE PROPERTY.

(d) THE PROVISIONS OF A MINOR LAND DIVISION WILL ONLY APPLY TO ORIGINAL LOTS. AN ORIGINAL LOT MEANS ANY EXISTING LOT PARCEL TRACT OF LAND OR COMBINATION THEREOF IDENTIFIED IN THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER AS OF THE ANNEXATION OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OR THE PASSAGE OF ORDINANCE NUMBER 86-7, ON DECEMBER 24, 1986, WHICHEVER IS LATER.

(e) THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE WILL REQUIRE SUBMITTAL REQUIREMENTS DETERMINED NECESSARY FOR APPROPRIATE REVIEW OF THE PROJECT.

(f) IF THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE FINDS THAT THE PROPOSED MINOR LAND DIVISION, LOT LINE ADJUSTMENT, OR PARCEL ASSEMBLAGE MEETS ALL OF THE REQUIREMENTS OF THIS CODE, THE MINOR LAND DIVISION, LOT LINE ADJUSTMENT, OR PARCEL ASSEMBLAGE WILL BE APPROVED. THE COMMUNITY DEVELOPMENT DIRECTOR AND CITY ENGINEER WILL SIGN THE CERTIFICATE OF APPROVAL UPON THE PLAT IN THE FOLLOWING FORMAT:

APPROVALS

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

BY:

CITY ENGINEER

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS      DAY OF  
    , 20      BY THE COMMUNITY DEVELOPMENT DIRECTOR OF SURPRISE,  
ARIZONA

BY:

COMMUNITY DEVELOPMENT DIRECTOR

(g) AFTER APPROVAL OF THE MINOR LAND DIVISION, LOT LINE ADJUSTMENT, OR PARCEL ASSEMBLAGE, THE APPLICANT WILL PAY TO THE CITY THE FEE CHARGED BY THE MARICOPA COUNTY RECORDER FOR THE RECORDATION OF THE PLAT.

(h) AN APPLICANT AGGRIEVED BY THE DECISION OF THE COMMUNITY DEVELOPMENT DIRECTOR MAY FILE FOR AN APPEAL TO THE BOARD OF ADJUSTMENTS.

### **SEC. 122-116.3 – STANDARD LAND DIVISION.**

(a) DEFINITION. A STANDARD LAND DIVISION SHALL INCLUDE THE FOLLOWING:

(1) A PROPOSED DIVISION OF IMPROVED OR UNIMPROVED LAND OR LANDS DIVIDED FOR THE PURPOSE OF FINANCING, SALE OR LEASE, WHETHER IMMEDIATELY OR IN THE FUTURE, INTO FOUR (4) OR MORE LOTS, TRACTS OR PARCELS OF LAND, OR ANY SUCH PROPERTY, THE BOUNDARIES OF WHICH HAVE BEEN FIXED BY A RECORDED PLAT, WHICH IS DIVIDED INTO MORE THAN FOUR (4) PARTS.

(2) IF A NEW STREET IS INVOLVED, A PROPOSED DIVISION OF IMPROVED OR UNIMPROVED LAND OR LANDS DIVIDED FOR THE PURPOSE OF FINANCING, SALE OR LEASE, WHETHER IMMEDIATELY OR IN THE FUTURE, WHICH IS DIVIDED INTO TWO (2) OR MORE LOTS, TRACTS OR PARCELS OF LAND.

(3) IF THE BOUNDARIES OF WHICH HAVE BEEN FIXED BY A RECORDED PLAT, A PROPOSED DIVISION INTO MORE THAN TWO (2) PARTS OF IMPROVED OR UNIMPROVED LAND OR LANDS DIVIDED FOR THE PURPOSE OF FINANCING, SALE OR LEASE, WHETHER IMMEDIATELY OR IN THE FUTURE.

(4) A STANDARD LAND DIVISIONS ALSO INCLUDE ANY CONDOMINIUM, COOPERATIVE, COMMUNITY APARTMENT, TOWNHOUSE OR SIMILAR PROJECT CONTAINING TWO (2) OR MORE PARCELS, IN WHICH AN UNDIVIDED INTEREST IN THE LAND IS COUPLED WITH THE RIGHT OF EXCLUSIVE OCCUPANCY OF ANY UNIT LOCATED THEREON, BUT PLATS OF SUCH PROJECTS NEED NOT SHOW THE BUILDINGS OR THE MANNER IN WHICH THE BUILDINGS OR AIRSPACE ABOVE THE PROPERTY SHOWN ON THE PLAT ARE TO BE DIVIDED.

(b) THE STANDARD LAND DIVISION UTILIZES A PRELIMINARY PLAT AND FINAL PLAT PROCESS UNLESS THE PROJECT QUALIFIES FOR AN ALTERNATE PROCESS UNDER SECTION (E), BELOW. THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE MAY ALLOW A CONCURRENT SUBMITTAL OF BOTH THE PRELIMINARY AND FINAL PLATS WHEN, IN THEIR JUDGEMENT, THE PROJECT SCOPE IS MINOR AND WILL NOT

**REQUIRE PROBLEMATIC COORDINATION BETWEEN THE PRELIMINARY AND FINAL PLAT.**

(c) ~~Section 122-116~~ - Preliminary Plat

(1) **DEFINITION.** The Preliminary Plat stage of land ~~sub~~division involves detailed ~~subdivision~~ **LAND DIVISION** planning, including the submittal, review, and approval of the ~~P~~preliminary ~~P~~plat. **THE APPLICANT SHALL PROVIDE THE CITY** ~~The applicant shall provide the community development department~~ with all with all information essential to determine the character and general acceptability of the proposed development.

(2) **THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE WILL REQUIRE SUBMITTAL REQUIREMENTS DETERMINED NECESSARY FOR APPROPRIATE REVIEW OF THE PROJECT.**

(3) ~~(1) At the commission meeting shall recommend that the preliminary plat be approved, disapproved, or approved with conditions. Additionally, the commission may table, postpone, or take other lawful action with respect to the preliminary plat. Within ten days after adopting a recommendation, the commission shall notify the applicant of its recommendation and forward the recommendation to the city council.~~ **THE PLANNING AND ZONING COMMISSION SHALL RECOMMEND THAT THE PRELIMINARY PLAT BE APPROVED, DISAPPROVED, OR APPROVED WITH CONDITIONS. ADDITIONALLY, THE COMMISSION MAY TABLE, POSTPONE, OR TAKE OTHER LAWFUL ACTION WITH RESPECT TO THE PRELIMINARY PLAT. THE COMMISSION SHALL NOTIFY THE APPLICANT OF ITS DETERMINATION.**

(4) ~~(2) After receiving the commission's recommendation, the city council shall schedule a public hearing and action on the matter within the next two regularly scheduled council meetings, at which the matter may reasonably be heard. At least seven days prior to the date of the public hearing, the city manager or designee shall give notice thereof to the applicant and to all persons who were entitled to receive notice of the planning and zoning commission's consideration of the preliminary plat. After the public hearing, the city council may take final action with respect to the preliminary plat. The council's action may include approval, disapproval, approval with conditions, tabling, postponement, or any other lawful action. The council may consider, but shall not be bound by, the planning and zoning commission's recommendation.~~ **AFTER RECEIVING THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION, A PUBLIC HEARING AND ACTION WILL BE SCHEDULED FOR THE CITY COUNCIL. AFTER THE PUBLIC HEARING, THE CITY COUNCIL MAY TAKE FINAL ACTION WITH RESPECT TO THE PRELIMINARY PLAT. THE COUNCIL'S ACTION MAY INCLUDE APPROVAL, DISAPPROVAL, APPROVAL WITH CONDITIONS, TABLING, POSTPONEMENT, OR ANY OTHER LAWFUL ACTION. THE**

**COUNCIL MAY CONSIDER, BUT SHALL NOT BE BOUND BY, THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION.**

- (5) ~~(3) Approval of the preliminary plat by the city council shall be effective for one year from the date of approval. The applicant may apply in writing for up to a six-month extension and the city manager or designee may, for good cause shown, grant up to a six-month extension. Any land area for which a preliminary plat has been approved and for which a final plat has not been submitted within 12 months (18 months if the extension is approved by the city manager or designee) from the date of the approval of the preliminary plat, shall not be allowed to proceed with final platting until a new preliminary plat is submitted and approved.~~ **THE PRELIMINARY PLAT SHALL BE EFFECTIVE FOR ONE (1) YEAR FROM THE DATE OF APPROVAL. THE APPLICANT MAY APPLY IN WRITING FOR A SINGLE, ONE (1) YEAR EXTENSION TO BE GRANTED BY THE CITY MANAGER OR DESIGNEE FOR GOOD CAUSE SHOWN. A PRELIMINARY PLAT WHICH HAS BEEN APPROVED AND FOR WHICH A FINAL PLAT HAS NOT BEEN SUBMITTED AND APPROVED WITHIN 12 MONTHS (24 MONTHS IF AN EXTENSION IS APPROVED BY THE CITY MANAGER OR DESIGNEE) FROM THE DATE OF THE APPROVAL OF THE PRELIMINARY PLAT, SHALL EXPIRE AND SUCH LAND AREA SHALL NOT BE ALLOWED TO PROCEED WITH FINAL PLATTING UNTIL A NEW PRELIMINARY PLAT IS SUBMITTED AND APPROVED.**

(d) ~~Sec. 112-117.~~ Final Plat

~~A final plat is a subdivision or drawing intended for recordation in the plat records of the county in which the subdivision is located.~~

~~(a) Approval criteria.~~

- ~~(1) Preliminary plat conformance. The final plat shall conform to the approved preliminary plat and/or site plan/conditional use permit.~~
- ~~(2) Development standards. No final plat that creates a substandard or nonconforming lot or structure shall be approved except by city council action.~~
- ~~(3) Engineering and construction. The final plat shall not be recorded nor shall any permanent improvement work commence until the city engineer has approved all engineering and improvement plans for the recorded improvements in accordance with the engineering development standards.~~
- ~~(4) Development guarantee and administration.~~
- ~~a. Prior to approval of final plat. Prior to the approval of any final plat by the city council, the subdivider shall either:~~
- ~~1. Guarantee the installation of the necessary public facilities by complying with the provisions herein regarding financial guarantees of improvements; or~~

~~2. Execute a standard contract on forms provided by the city and request that the city council proceed according to the provisions herein regarding delaying the recording of the final plat until improvements are installed and approved. The time specified for the completion of the required improvements shall not exceed 12 months from the date the final plat was approved by the city council. Requests for extensions may be approved by the city council.~~

~~b. Release of development guarantee. As improvements are completed, inspected and approved by the city engineer, the subdivider may apply to the city for a release of any collateral deposited with the city.~~

~~c. Design by professional engineer. All public improvements must be designed by a professional engineer, licensed to do such work in the state.~~

~~d. On-site representative. The developer shall designate, in writing, the name of the agent who shall be available at all times during its progress and who shall not be replaced without a written notice to the city engineer. The agent will be the developer's representative at the site and shall have the authority to act on the developer's behalf.~~

~~(b) Supporting material required for final plat/final plat amendment review:~~

~~(1) Drainage collection and retention plan and report. A drainage plan and report for the site in question and all pertinent off-site areas shall be prepared by a licensed engineer. The report shall examine 100-year storm flows (Q 100's), the 100-year high-water mark of any river, creek, arroyo, gully, diversion ditch, spillway, reservoir, etc., that may in any way affect the project area, along with the depth of flow for 100-year runoff, and designs to ensure compliance with the Drainage Design Manuals for Maricopa County. Intensities for retention calculations shall be for this area's two-hour 100-year storm based upon the Drainage Design Manuals for Maricopa County or a minimum of 2.8 inches, whichever is greater. A certificate shall be provided, signed, and sealed by a registered professional engineer that all drainage facilities, utilizing gutters and streets, are designed and sized to handle 100 percent of the Q 100 runoff.~~

~~(2) Stormwater collection. Every effort shall be made to utilize the natural slope of the land for the stormwater collection system. Subsurface drainage systems shall be discouraged, but where necessary shall be a minimum of 15 inches in diameter. Wherever possible, runoff shall be collected in depressed open areas throughout the proposed land development project. The plan shall include but not be limited to the following:~~

~~a. Method of collection (surface and/or subsurface);~~

~~b. Depth, side slopes and area of retention;~~

- c. ~~Calculations of volume held and required;~~
  - d. ~~High water elevation;~~
  - e. ~~Method of disposal of water within 36 hours;~~
  - f. ~~Any other data to form a complete plan.~~
- (3) ~~[Point of drainage.] The point or points in which natural drainage flows from a property prior to development shall remain the same after the property has been altered for the development.~~
- (4) ~~Soils report. A soils report for the site in question and pertinent off-site areas shall be prepared by a licensed engineer. The report shall indicate the type and location of soils, using the unified soil classification system, shall contain drill logs and swell consolidation curves, and shall contain a discussion of any present or potential hazards associated with soils on the site along with measures which could be taken to mitigate such hazards. In addition, the soils report shall contain recommendations on subsurface area drains and peripheral drains, foundation design, erosion control measures and surface drainage.~~
- (5) ~~Grading, drainage and development plan. A grading, drainage and development plan shall be prepared at a scale of one inch equals 100 feet or larger, showing proposed rights-of-way, easements, walkways, parks, common areas, roadways, waterlines and reservoirs, sewer lines, manholes and treatment facilities, curbs and gutters, culverts, drains, stormwater detention and retention basins, swales, ditches and other drainage devices, spot top of curb elevations, high and low street points, drainage arrows, street plans, all drainage areas and acreages, all 100-year storm flows (Q 100's) adjacent to and/or flowing onto the development and on-site at each surface flow junction, stormwater pickup and takeoff points designed to handle 100-year flow on the surface, cross sections and high water elevations for all 100-year flows. Spot elevations shall be given for all inverts, low points and flowing entry and exit points. For residential subdivisions, all minimum building setbacks shall be shown. No 100-year flow line shall encroach upon any minimum setback line.~~
- (6) ~~Construction plans and details. Construction plans and details must be prepared by a registered professional engineer in the state and shall provide for all improvements indicated on the grading, drainage and development plan, including right of way and easement cross sections showing construction and placement of streets, walks, curbs, gutters, medians, lighting standards, swales, ditches, utilities, planting strips and property lines; details of hydrants, valves, manholes, pipe junctions, pumps, thrust blocking, catchbasins, etc.; street profiles showing natural and finish grades, centerline and both curbs, with a recommended minimum vertical scale of one inch equals 50 feet; sanitary sewer line and manhole profiles with natural and~~

- ~~finish grades, showing area under drains, if applicable, and the location of gravity outfall lines; storm drainage system profiles showing natural and finish grade; erosion control and revegetation details and other details as necessary to adequately convey the design intent. Quantity takeoffs shall also be provided.~~
- ~~(7) Deeds. When required by the city, assurance that a warranty deed or other acceptable instrument conveying to the city or other appropriate public agency any public lands other than streets, alleys or easements shown on the final plat and title insurance if required by the city on the subject parcel shall be presented to the city upon approval of the final plat. The method of assurance will be approval by the city attorney.~~
- ~~(8) Title opinion. Evidence satisfactory to the city must be submitted showing all taxes and assessments due on the property to be subdivided to be paid in full, showing title or control of the property to be subdivided, and showing the property to be subdivided as free and clear of any liens. An attorney's title opinion or ownership and encumbrance report from a land title company shall be considered satisfactory evidence.~~
- ~~(9) Floodplain. If a subdivision lies within a 100-year floodplain, the following statement shall appear on the face of the final plat and all contracts and agreements relating to the subdivision: "This subdivision is (or the following lots are) located in the 100-year floodplain as defined by the United States Department of Housing and Urban Development."~~
- ~~(10) Financial guarantee. A contractor's performance bond or other financial guarantee acceptable to the city to guarantee the complete and timely development of any facilities or improvements which are the subdivider's responsibility shall be submitted as described herein.~~
- ~~(11) Petition for streetlight improvement district. A petition to initiate the formation of a streetlight improvement district (SLID) for the operation costs associated with the streetlights contained within the plat along all collector or local streets regardless of zoning shall be completed per the current SLID application and SLID policy requirements, unless approved otherwise by the city engineer. Parkway and arterial roadway cross sections as depicted in the transportation plan will not be part of a SLID. The subdivider is responsible for executing a petition form, signed by the property owner, for the formation of the district. Included as exhibits to the petition shall be a legal description of the plat boundaries extending to the centerline of all perimeter streets for use in district identification, a map of the district, a description of the streetlight facilities, the electricity rates established by the utility provider and all other material as specified in the SLID application. At the discretion of the city Engineer, an association may be formed, in lieu of a streetlight improvement district, for the streetlight operation and maintenance costs.~~

~~(12) Staff review. Upon submittal of all required supporting materials and the final plat, the city manager or designee shall review them for completeness to determine whether a complete final plat submittal has been made and shall refer the material to appropriate agencies for review and comment. Upon being notified of the comments and any necessary approvals of reviewing agencies and determining that the final plat is in substantial compliance with the approved preliminary plat, the city manager or designee shall forward the final plat, comments and approvals of reviewing agencies, and the pertinent supporting materials to the council. Incomplete final plats, or final plats for which necessary approvals have not been secured, shall not be forwarded to council for action.~~

~~(13) City council action. The city council shall either approve the final plat or disapprove the final plat and notify the subdivider of the conditions to be met to gain approval. If a disapproved final plat is modified and resubmitted to the city council at a later date for their consideration, the council may require the concurrent submittal of an updated ownership and encumbrance report or title opinion. The final plat will require city council approval prior to recordation with county.~~

~~(c) Final plat amendment and corrected plat:~~

~~(1) If, after the approval and recording of a final plat, errors are found in the language or numbers on the recorded plat, the subdivider shall file a properly signed, corrected or revised original Mylar with the city manager or designee. The plat shall be noted "corrected plat" under the name of the subdivision. Notations shall be made on the face of the plat listing all corrections made and the book and page numbers where the original plat was recorded. The director shall review the plat for corrections, secure the signatures of the proper public officials on the corrected plat and present the plat to the city council for the reaffirmation of their approval and to the county clerk for recording. The recording of the corrected plat shall void the incorrect original plat, and the county clerk shall note "void" across the face of the incorrect plat.~~

~~(2) If, after the approval and recording of a final plat, a subdivider wishes to create additional lots from an approved final plat, modify the location of lot lines on part or all of the recorded plat, the subdivider shall submit a new final plat drawing with the lotting arrangement revised, unless the change is found to be substantial, a new preliminary plat and final plat may be required as described herein. The plat shall be marked the "resubdivision of \_\_\_\_\_" under the name of the subdivision and shall be processed as a final plat.~~

~~(3) If, after the approval and recording of a final plat, a subdivider wishes to substantially change the street and lotting arrangement of a part or all of the platted area, the resulting subdivision shall be treated as a new submittal with~~

~~both a preliminary plat and a final plat required. The subdivision shall be identified as the "resubdivision of \_\_\_\_\_."~~

- (1) DEFINITION. A FINAL PLAT IS A DRAWING OF A PORTION OF THE CITY SHOWING THE LOCATION AND BOUNDARIES OF INDIVIDUAL PARCELS OF LAND INTENDED FOR RECORDATION IN THE PLAT RECORDS OF THE COUNTY IN WHICH THE LAND DIVISION IS LOCATED.
- (2) NO FINAL PLAT THAT CREATES A SUBSTANDARD OR NONCONFORMING LOT OR STRUCTURE SHALL BE APPROVED EXCEPT BY SEPARATE CITY COUNCIL ACTION.
- (3) THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE WILL ESTABLISH SUBMITTAL REQUIREMENTS DETERMINED NECESSARY FOR APPROPRIATE REVIEW OF THE PROJECT.
- (4) PRELIMINARY PLAT CONFORMANCE. THE FINAL PLAT SHALL CONFORM TO THE APPROVED PRELIMINARY PLAT AND/OR SITE PLAN/CONDITIONAL USE PERMIT.
- (5) CITY COUNCIL ACTION. THE CITY COUNCIL SHALL EITHER APPROVE THE FINAL PLAT OR DISAPPROVE THE FINAL PLAT AND NOTIFY THE LAND DIVIDER OF THE CONDITIONS TO BE MET TO GAIN APPROVAL. IF A DISAPPROVED FINAL PLAT IS MODIFIED AND RESUBMITTED TO THE CITY COUNCIL FOR THEIR CONSIDERATION NO LATER THAN ONE (1) YEAR FROM DATE OF DISAPPROVAL, THE COUNCIL MAY REQUIRE THE CONCURRENT SUBMITTAL OF AN UPDATED OWNERSHIP AND ENCUMBRANCE REPORT OR TITLE OPINION. THE FINAL PLAT WILL REQUIRE CITY COUNCIL APPROVAL PRIOR TO RECORDATION WITH MARICOPA COUNTY RECORDER.
- (6) THE MAYOR SHALL NOT SIGN THE PLAT UNTIL THE REQUIREMENTS OF THIS SUBSECTION HAVE BEEN SATISFIED.
- (7) THE FINAL PLAT WILL BE RECORDED BY CITY STAFF WITHIN TWO (2) BUSINESS DAYS OF APPROVAL.
- (8) FINAL PLAT AMENDMENT AND CORRECTED PLAT.
  - a. IF, AFTER THE APPROVAL AND RECORDING OF A FINAL PLAT, ERRORS ARE FOUND IN THE LANGUAGE OR NUMBERS ON THE RECORDED PLAT, THE LAND DIVIDER SHALL FILE A PROPERLY SIGNED, CORRECTED OR REVISED ORIGINAL MYLAR WITH THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE. THE PLAT SHALL BE NOTED "CORRECTED PLAT" UNDER THE NAME OF THE LAND DIVISION. NOTATIONS SHALL BE MADE ON THE FACE OF THE PLAT LISTING ALL CORRECTIONS MADE AND THE BOOK AND PAGE NUMBERS WHERE THE ORIGINAL PLAT WAS RECORDED. THE COMMUNITY DEVELOPMENT DIRECTOR SHALL REVIEW THE PLAT

FOR CORRECTIONS, SECURE THE SIGNATURES OF THE PROPER PUBLIC OFFICIALS ON THE CORRECTED PLAT AND PRESENT THE PLAT TO THE CITY COUNCIL FOR THE REAFFIRMATION OF THEIR APPROVAL AND TO THE MARICOPA COUNTY RECORDER FOR RECORDING. THE RECORDING OF THE CORRECTED PLAT SHALL VOID THE INCORRECT ORIGINAL PLAT, AND THE MARICOPA COUNTY RECORDER SHALL NOTE "VOID" ACROSS THE FACE OF THE INCORRECT PLAT.

b. IF, AFTER THE APPROVAL AND RECORDING OF A FINAL PLAT, A LAND DIVIDER WISHES TO CREATE ADDITIONAL LOTS FROM AN APPROVED FINAL PLAT, OR MODIFY THE LOCATION OF LOT LINES ON PART OR ALL OF THE RECORDED PLAT, THE LAND DIVIDER SHALL SUBMIT A NEW FINAL PLAT DRAWING WITH THE REVISED LOTTING ARRANGEMENT. THE PLAT SHALL BE MARKED THE "REPLAT OF \_\_\_\_\_" UNDER THE NAME OF THE LAND DIVISION AND SHALL BE PROCESSED AS A FINAL PLAT. IF THE CHANGE IS FOUND TO BE SUBSTANTIAL BY THE CITY MANAGER OR DESIGNEE, A NEW PRELIMINARY PLAT AND FINAL PLAT WILL BE REQUIRED AS DESCRIBED HEREIN.

c. IF, AFTER THE APPROVAL AND RECORDING OF A FINAL PLAT, THE ENTITY REQUESTING THE LAND DIVISION WISHES TO SUBSTANTIALLY CHANGE THE STREET AND LOTTING ARRANGEMENT OF A PART OR ALL OF THE PLATTED AREA, THE RESULTING LAND DIVISION SHALL BE TREATED AS A NEW SUBMITTAL WITH BOTH A PRELIMINARY PLAT AND A FINAL PLAT REQUIRED. THE LAND DIVISION SHALL BE IDENTIFIED AS THE "REPLAT OF \_\_\_\_\_."

(e) EXCEPTION. FOR ANY SUBDIVISION THAT CONSISTS OF FOUR TO TEN LOTS, TRACTS OR PARCELS, EACH OF WHICH COMPLIES WITH THE SIZE REQUIREMENTS OF THIS SUDC, IT MAY PROCEED WITHOUT THE REQUIREMENT TO PREPARE, SUBMIT AND RECEIVE APPROVAL OF A PRELIMINARY PLAT AS A CONDITION PRECEDENT TO SUBMITTING A FINAL PLAT. REQUIREMENTS FOR DUST-CONTROLLED ACCESS AND DRAINAGE IMPROVEMENTS SHALL NOT BE WAIVED.

#### **Sec. 122-118. - Assurances for Improvement Completion.**

(a) Financial and other guarantees and improvements.

~~(1) The city council shall require that the applicant provide a financial guarantee to the city prior to recording the final plat in an amount sufficient to secure to the city the satisfactory construction, installation, and dedication of the required street, utility, drainage and other improvements, including any portions of such improvements which are located upon individual lots. The~~

~~amount of the financial guarantee shall be 125 percent of the total cost necessary to complete the required improvements, including but not limited to the costs of labor and materials, permits, management fees, insurance costs and any other capital costs. On-site improvements may include, but are not necessarily limited to, streetlights, landscaping, drainage facilities, collector roads, curb, gutter and sidewalks, perimeter walls, water and sewer distribution lines and common area improvements.~~

- (1) 30 DAYS PRIOR TO THE FORMAL DETERMINATION OF LAND DIVISIONS AND FINAL PLATS BY THE CITY COUNCIL, THE APPLICANT WILL PROVIDE A FINANCIAL GUARANTEE TO THE CITY IN AN AMOUNT SUFFICIENT TO SECURE TO THE CITY THE SATISFACTORY CONSTRUCTION, INSTALLATION, AND DEDICATION OF THE REQUIRED STREET, UTILITY, DRAINAGE, AND OTHER IMPROVEMENTS, INCLUDING ANY PORTIONS OF SUCH IMPROVEMENTS WHICH ARE LOCATED IN PUBLIC RIGHTS-OF-WAY, EASEMENTS, AND UPON INDIVIDUAL LOTS. IF PLATS ARE APPROVED ADMINISTRATIVELY, APPLICANT MUST SUBMIT ANY REQUIRED FINANCIAL ASSURANCES OR OTHER GUARANTEES PRIOR TO OBTAINING FORMAL PLAT APPROVAL. THE AMOUNT OF THE FINANCIAL GUARANTEE SHALL BE 125 PERCENT OF THE TOTAL COST NECESSARY TO COMPLETE THE REQUIRED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO THE COSTS OF LABOR AND MATERIALS, PERMITS, MANAGEMENT FEES, INSURANCE COSTS AND ANY OTHER CAPITAL COSTS. IMPROVEMENTS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, STREETLIGHTS, LANDSCAPING, DRAINAGE FACILITIES, CURB, GUTTER AND SIDEWALKS, PERIMETER WALLS, WATER AND SEWER DISTRIBUTION LINES, AND COMMON AREA IMPROVEMENTS.

- ~~(2) The financial or other guarantee shall comply with all requirements of law and the type of guarantee shall be satisfactory to the city manager or designee. The guarantee shall be satisfactory to the city attorney or his designee as to form, sufficiency and manner of execution. The period within which required improvements must be completed shall be specified by the city council in the resolution approving the final plat and shall be incorporated into the financial or other guarantee. If no such period is specified, the required improvements must be completed within 12 months after the date of final plat approval. The financial or other guarantee shall be approved by the city manager and city attorney or their respective designees as to surety of the guarantee and conditions satisfactory to the stipulations contained with the final plat approved by the city council. The city manager or designee may, upon proof of difficulty, recommend to the city council, and the council may approve, an extension of the completion date for a maximum period of one additional year. After a final plat has been recorded, the city council may, in its discretion, allow an applicant to substitute one type of guarantee for another.~~

(2) THE FINANCIAL GUARANTEE SHALL COMPLY WITH ALL REQUIREMENTS OF LAW AND THE TYPE OF GUARANTEE SHALL BE SATISFACTORY TO THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE. THE GUARANTEE SHALL BE SATISFACTORY TO THE CITY ATTORNEY OR THEIR RESPECTIVE DESIGNEE AS TO FORM, SUFFICIENCY AND MANNER OF EXECUTION. THE PERIOD WITHIN WHICH REQUIRED IMPROVEMENTS MUST BE COMPLETED SHALL BE 12 MONTHS AFTER THE DATE OF FINAL PLAT APPROVAL BY CITY COUNCIL. THE FINANCIAL OR OTHER GUARANTEE SHALL BE APPROVED BY THE CITY MANAGER AND CITY ATTORNEY OR THEIR RESPECTIVE DESIGNEES AND CONDITIONS SATISFACTORY TO THE STIPULATIONS CONTAINED WITH THE FINAL PLAT APPROVED BY THE CITY COUNCIL. THE CITY MANAGER OR DESIGNEE MAY, UPON PROOF OF DIFFICULTY, RECOMMEND TO THE CITY COUNCIL, AND THE COUNCIL MAY APPROVE, AN EXTENSION OF THE COMPLETION DATE FOR A MAXIMUM PERIOD OF ONE (1) ADDITIONAL YEAR. AFTER A FINAL PLAT HAS BEEN RECORDED, THE CITY COUNCIL MAY, IN ITS DISCRETION, ALLOW AN APPLICANT TO SUBSTITUTE ONE TYPE OF GUARANTEE FOR ANOTHER.

~~(3) This section in no way limits A.R.S. § 34-222 et seq., including but not limited to that statute's requirements with respect to financial assurance for public projects.~~

(3) NOTHING IN THIS SECTION MAY BE INTERPRETED TO LIMIT THE APPLICATION OF A.R.S. § 34-222 ET SEQ., INCLUDING BUT NOT LIMITED TO THAT STATUTE'S REQUIREMENTS WITH RESPECT TO FINANCIAL ASSURANCE FOR PUBLIC PROJECTS.

~~(4) Temporary improvement. The applicant shall pay for all costs of constructing and removing temporary facilities and improvements required by the city council and shall maintain the same for the period specified by the city council. Prior to construction of any temporary facility or improvement the applicant shall file with the city manager or designee a separate, suitable, financial or other guarantee, which guarantee shall ensure that the temporary facility or improvement will be properly constructed, maintained and removed.~~

(4) TEMPORARY IMPROVEMENT. THE APPLICANT SHALL PAY FOR ALL COSTS OF CONSTRUCTING AND REMOVING TEMPORARY FACILITIES AND IMPROVEMENTS REQUIRED BY THE CITY COUNCIL AND SHALL MAINTAIN THE SAME FOR THE PERIOD OF CONSTRUCTION. PRIOR TO CONSTRUCTION OF ANY TEMPORARY FACILITY OR IMPROVEMENT, THE APPLICANT SHALL FILE WITH THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE A SUITABLE, FINANCIAL OR OTHER GUARANTEE, SEPARATE FROM AND IN ADDITION TO ANY GUARANTEE OR ASSURANCE REQUIRED FOR PERMANENT

IMPROVEMENTS, WHICH GUARANTEE SHALL ENSURE THAT THE TEMPORARY FACILITY OR IMPROVEMENT WILL BE PROPERLY CONSTRUCTED, MAINTAINED AND REMOVED.

~~(5) Governmental entities. A governmental entity to which this article applies may file a certified resolution, ordinance, or other similar commitment from an officer or body authorized to act for the governmental entity agreeing to comply with the provisions of this section, in lieu of the required financial assurance or other guarantee.~~

~~(5) Failure to complete improvements. If an applicant has posted a financial guarantee and the required improvements have not been satisfactorily constructed, installed and dedicated within the period specified, as provided in subsection (a)(2) of this section, the city may thereupon declare the guarantee to be in default, call on the guarantee, and either require that all the required improvements be immediately constructed, installed and dedicated, or the city may construct and install the requirements itself, regardless of the extent of the building development at the time the financial guarantee is declared to be in default.~~

(5) FAILURE TO COMPLETE IMPROVEMENTS. IF AN APPLICANT HAS POSTED A FINANCIAL GUARANTEE AND THE REQUIRED IMPROVEMENTS HAVE NOT BEEN SATISFACTORILY CONSTRUCTED, INSTALLED AND DEDICATED WITHIN THE PERIOD SPECIFIED, AS PROVIDED IN THIS SECTION, THE CITY MAY UTILIZE THE FOLLOWING OPTIONS REGARDING PUBLIC IMPROVEMENTS

a. THE CITY SHALL NOT ISSUE ANY BUILDING PERMIT FOR ANY STRUCTURE UNTIL ALL APPLICABLE PUBLIC IMPROVEMENTS HAVE BEEN CONSTRUCTED TO THE SATISFACTION OF THE CITY STAFF, INSPECTED AND ACCEPTED.

b. IF THE OWNER FAILS TO TIMELY AND PROPERLY CONSTRUCT THE PUBLIC IMPROVEMENTS AS SET FORTH IN THE AGREEMENT, THE CITY MAY TAKE ANY ONE OR MORE OF THE FOLLOWING ACTIONS, AT THE OWNER'S EXPENSE:

c. DECLINE TO PROCESS OR ISSUE BUILDING PERMITS, OCCUPANCY CLEARANCES OR OTHER REGULATORY APPROVALS OR INSPECTIONS;

d. COMPLETE, REMOVE AND/OR MODIFY THE PUBLIC IMPROVEMENTS IN WHOLE OR IN PART;

e. RESTORE ANY DISTURBED LAND;

f. BRING ACTION TO ENFORCE THE OWNER'S RESPONSIBILITY UNDER THIS CHAPTER OR UNDER THE AGREEMENT TO CONSTRUCT THE PUBLIC IMPROVEMENTS;

- g. BRING ACTION TO ENFORCE THE ASSURANCE TO CONSTRUCT THE PUBLIC IMPROVEMENTS; AND/OR
- h. OTHERWISE MITIGATE THE EFFECTS OF THE OWNER'S FAILURE TO CONSTRUCT THE PUBLIC IMPROVEMENTS.

(6) ~~(7)~~ Acceptance of dedication and maintenance of land and improvements.

~~a. If the city accepts dedication of unimproved land for streets, easements, and other public areas it shall do so only by resolution of the city council. A resolution approving a final plat shall constitute such acceptance; provided that a statement of dedication is placed on the plat. The approval by the city council of a final plat, or of a resolution accepting dedication of land, shall not constitute or imply the acceptance of maintenance responsibility by the city of any street, easement, or other public area, shown on said plat or constructed on such land. The city council may require said plat to be endorsed with appropriate notes to this effect.~~

a. IF THE CITY ACCEPTS DEDICATION OF UNIMPROVED LAND FOR STREETS AND OTHER PUBLIC AREAS IT SHALL DO SO ONLY BY THE APPROVAL OF CITY COUNCIL. APPROVAL OF A FINAL PLAT SHALL CONSTITUTE SUCH ACCEPTANCE PROVIDED THAT A STATEMENT OF DEDICATION IS PLACED ON THE PLAT. THE APPROVAL BY THE CITY COUNCIL OF A FINAL PLAT SHALL NOT CONSTITUTE OR IMPLY THE ACCEPTANCE OF MAINTENANCE RESPONSIBILITY BY THE CITY OF ANY STREET, EASEMENT, OR OTHER PUBLIC AREA, SHOWN ON SAID PLAT OR CONSTRUCTED ON SUCH LAND. THE CITY COUNCIL MAY REQUIRE SAID PLAT TO BE ENDORSED WITH APPROPRIATE NOTES TO THIS EFFECT.

~~b. If the city accepts the dedication of constructed improvements to streets, easements or other public areas it shall do so only after the city engineer has approved the construction and installation of such improvements, and only by separate resolution of the city council. In addition, such separate resolution may, but is not required to, accept maintenance responsibility for such improvements.~~

b. IF THE CITY ACCEPTS THE DEDICATION OF CONSTRUCTED IMPROVEMENTS TO STREETS, EASEMENTS OR OTHER PUBLIC AREAS IT SHALL DO SO ONLY AFTER THE CITY ENGINEER HAS APPROVED THE CONSTRUCTION AND INSTALLATION OF SUCH IMPROVEMENTS, AND ONLY BY SEPARATE ACTION OF THE CITY COUNCIL. IN ADDITION, SUCH SEPARATE ACTION MAY, BUT IS NOT REQUIRED TO, ACCEPT MAINTENANCE RESPONSIBILITY FOR SUCH IMPROVEMENTS.

(b) Inspection of improvements.

~~General procedures and fees. The city engineer shall provide for inspection of required improvements during construction and insure their satisfactory completion. The applicant shall pay to the city such inspection fee as the city council may from time to time establish by ordinance. Financial guarantees shall not be released nor reduced unless such fees have been paid. If the city engineer finds upon inspection that any of the required improvements have not been constructed or installed in accordance with the city's construction standards and specifications, the applicant shall correct the deficiency and shall complete construction and installation of the improvements according to the standards and specifications. Wherever the cost of constructing or installing required improvements is covered by a financial guarantor, the applicant and the guarantor shall be jointly and severally liable for completing, constructing and installing the improvements according to the standards and specifications.~~

(1) GENERAL PROCEDURES AND FEES. THE CITY ENGINEER SHALL PROVIDE FOR INSPECTION OF REQUIRED IMPROVEMENTS DURING CONSTRUCTION AND ENSURE THEIR SATISFACTORY COMPLETION. FINANCIAL GUARANTEES SHALL NOT BE RELEASED NOR REDUCED UNLESS SUCH FEES HAVE BEEN PAID. IF THE CITY ENGINEER FINDS UPON INSPECTION THAT ANY OF THE REQUIRED IMPROVEMENTS HAVE NOT BEEN CONSTRUCTED OR INSTALLED IN ACCORDANCE WITH THE CITY'S CONSTRUCTION STANDARDS AND SPECIFICATIONS, THE APPLICANT SHALL CORRECT THE DEFICIENCY AND SHALL COMPLETE CONSTRUCTION AND INSTALLATION OF THE IMPROVEMENTS ACCORDING TO THE STANDARDS AND SPECIFICATIONS. WHEREVER THE COST OF CONSTRUCTING OR INSTALLING REQUIRED IMPROVEMENTS IS COVERED BY A FINANCIAL GUARANTOR, THE APPLICANT AND THE GUARANTOR SHALL BE JOINTLY AND SEVERALLY LIABLE FOR COMPLETING, CONSTRUCTING AND INSTALLING THE IMPROVEMENTS ACCORDING TO THE STANDARDS AND SPECIFICATIONS.

(c) Release or reduction of the financial guarantee. THE CITY COUNCIL WILL NOT ACCEPT DEDICATION OF REQUIRED IMPROVEMENTS, NOR RELEASE OR REDUCE ANY FINANCIAL GUARANTEE, UNTIL:

- (1) The City Engineer has submitted a certificate stating that all required improvements have been satisfactorily constructed and installed;
- (2) The applicant's engineer or surveyor has certified to the City Engineer through the submission of a detailed as-built survey plat and construction plans of the improvements, prepared on Mylar, indicating location, dimensions, materials, and other information required by the City Council and/or City Engineer, that the layout of the line and grade of all required improvements is in accordance with the construction plans for the improvements; and

- (3) The Ceity Attorney has approved LIEN RELEASE DOCUMENTS a ~~title insurance policy~~ furnished by the applicant to the City.

~~Thereafter, the city council may accept the improvements for dedication in accordance with the established procedure and the original financial guarantee of 125 percent be returned after acceptance and receipt of maintenance guarantee.~~

(4) THE CITY COUNCIL MAY ACCEPT THE IMPROVEMENTS FOR DEDICATION IN ACCORDANCE WITH THE ESTABLISHED PROCEDURE AND THE ORIGINAL FINANCIAL GUARANTEE OF 125 PERCENT RETURNED AFTER ACCEPTANCE AND RECEIPT OF MAINTENANCE GUARANTEE.

(5) ONCE THE COUNCIL AGREES TO ACCEPT IMPROVEMENTS FOR DEDICATION, THE CITY MANAGER OR DESIGNEE MAY EVIDENCE SUCH APPROVAL WITH A DOCUMENT ENTITLED A "CERTIFICATE OF SATISFACTORY COMPLETION."

(d) Maintenance of improvements; warranty.

- (1) The applicant shall be required to maintain all improvements for two (2) years after Ceity Council acceptance of maintenance responsibility for said improvements. If any certificates of occupancy have been issued for buildings served by improvements for which the Ceity has not accepted maintenance responsibility, the Ceity may effect emergency repairs and the applicant or other owner thereof shall pay the cost of such emergency repairs. Prior to effecting such emergency repairs, the Ceity shall give to the person responsible for maintaining the improvements such notice as may be practicable under the circumstances.
- (2) The applicant shall be required to file a maintenance guarantee with the Ceity Council within ten (10) business days after dedication of the required improvements, in the amount of ten (10) percent of the cost of constructing and installing the improvements in a form satisfactory to the Ceity Manager or designee, in order to assure the satisfactory condition of the required improvements for a period of two (2) years after the Ceity Council accepts the dedication of the improvements.

(e) Deferral or waiver of required improvements.

- (1) The Ceity Council may defer or waive at the time of Final Plat approval, subject to appropriate conditions, the requirement that improvements be constructed and installed if, in the Council's judgment, such improvements are not requisite in the interests of the public health, safety, and general welfare, or are inappropriate because of incompatible grades, inadequacy or lack of connecting facilities, or other reasons.
- (2) Whenever the Ceity Council defers the requirement to construct and install any improvement, the applicant shall pay to the Ceity at the time of Final

Plat approval his proportionate share of the costs of constructing and installing such improvement in the future, as determined by the City Engineer. Alternatively, at the City Council's option, the applicant may post a financial or other guarantee, as provided in this section, Ensuring completion of said improvement upon demand of the City Council. The Mayor shall not sign the plat until the requirements of this subsection have been satisfied.

## Sec. 122-119. - Design standards.

### (a) General improvements.

(1) Conformity. All ~~subdivision~~ **LAND DIVISION** improvements shall conform to the following rules and regulations:

a. This section;

~~b. The general plan including all streets, drainage systems and parks shown on the general plan as adopted;~~

~~c. The design standards and regulations;~~

~~d. The rules of the state department of transportation if the subdivision or any lot contained therein abuts a state highway or connecting street;~~

~~e. The rules of the county flood control district;~~

~~f. The rules of the state department of health and the county department of health relative to water supply and sanitary sewage disposal; and~~

~~g. The design standards and regulations adopted by the city engineer and officials of the city, which shall include, but not be limited to, the Uniform Standard Specifications for Public Works Construction and the Uniform Standard Details for Public Works Construction, as sponsored and distributed by Maricopa Association of Governments.~~

**b. THE RULES OF THE ARIZONA STATE DEPARTMENT OF TRANSPORTATION IF THE LAND DIVISION OR ANY LOT CONTAINED THEREIN ABUTS A STATE HIGHWAY OR CONNECTING STREET;**

**c. THE RULES OF THE MARICOPA COUNTY FLOOD CONTROL DISTRICT;**

**d. THE RULES OF THE ARIZONA DEPARTMENT OF HEALTH SERVICES, THE MARICOPA COUNTY DEPARTMENT OF HEALTH, AND THE MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT RELATIVE TO WATER SUPPLY AND SANITARY SEWAGE DISPOSAL; AND**

**e. THE DESIGN STANDARDS AND REGULATIONS ADOPTED BY THE CITY ENGINEER AND OFFICIALS OF THE CITY, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, THE ENGINEERING**

DEVELOPMENT STANDARDS, THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, AS SPONSORED AND DISTRIBUTED BY MARICOPA ASSOCIATION OF GOVERNMENTS.

- (2) Self-imposed restrictions. ~~If the owner places restrictions on any of the land contained in the subdivision greater than those required by this section or this section, such restrictions or reference thereto may be required to be indicated on the subdivision plat, or the planning and zoning commission may require that restrictive covenants be recorded with the county clerk.~~ IF THE OWNER PLACES RESTRICTIONS ON ANY OF THE LAND CONTAINED IN THE LAND DIVISION GREATER THAN THOSE REQUIRED BY THIS CHAPTER, SUCH RESTRICTIONS OR REFERENCE THERETO MAY BE REQUIRED TO BE INDICATED ON THE LAND DIVISION PLAT, OR THE CITY COUNCIL OR PLANNING AND ZONING COMMISSION MAY REQUIRE THAT RESTRICTIVE COVENANTS BE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE.
- (3) Monuments. The applicant shall place permanent reference monuments in the ~~subdivision greater than those required by this section or this section, such restrictions or reference thereto may be required to be indicated on the subdivision plat, or the planning and zoning commission may require that restrictive covenants be recorded with the county clerk.~~ LAND DIVISION AS APPROVED BY A REGISTERED LAND SURVEYOR AND THE CITY ENGINEER. MONUMENTS WILL BE PERMANENTLY MARKED WITH THE REGISTRATION NUMBER OF THE REGISTERED LAND SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- (4) Character of the land. Land which the Planning and Zoning Commission finds to be unsuitable for ~~subdivision~~ LAND DIVISION or development because of flooding, improper drainage, rock formations, adverse earth formations or topography, utility easements, or other features which will reasonably be harmful to the safety, health and general welfare of the present or future inhabitants of the ~~subdivision~~ LAND DIVISION and/or its surrounding areas shall not be ~~subdivided~~ DIVIDED or developed unless adequate methods are formulated by the developer and approved by the CITY COUNCIL AND/OR Planning and Zoning Commission, upon recommendation of the City Engineer, to solve the problems created by the unsuitable land conditions. Such land shall be set aside for uses that shall not involve such a danger.
- (5) ~~Subdivision~~ LAND DIVISION name. The proposed name of the ~~subdivision~~ LAND DIVISION shall not duplicate, or too closely approximate phonetically, the name of any other ~~subdivision~~ LAND DIVISION in the area covered by this ~~section~~ CHAPTER. The Planning and Zoning

~~C~~ommission shall have final authority to designate the name of the ~~subdivision~~ **LAND DIVISION** that shall be determined at ~~sketch plat~~ **PRELIMINARY PLAT** approval.

(b) Lot improvements.

(1) Lot arrangement. The lot arrangement shall be such that there will be no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on all lots in compliance with this section or in providing driveway access to buildings on such lots from an approved street.

(2) Lot dimensions. Where lots are more than double the minimum required area for the zoning district, the ~~P~~lanning and ~~Z~~oning ~~C~~ommission may require that such lots be arranged so as to allow further ~~subdivision~~ **LAND DIVISION** and the opening of future streets where they would be necessary to serve such potential lots, all in compliance with **THIS** chapter ~~122~~. In general, side lot lines shall be at right angles to street lines (or radial to curving street lines) unless a variation from this rule will give a better street or lot plan. Dimensions of corner lots shall be large enough to allow for erection of buildings, observing the minimum setbacks from both streets. Depth and width of properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for the off-street parking and loading facilities required for the type of use and development contemplated. ~~as established in this section.~~

(3) Double frontage lots and access to lots.

- a. Double frontage and reverse frontage lots. Double frontage and reversed frontage lots shall be avoided except where necessary to provide separation of residential development from traffic arterials or to overcome specific disadvantages of topography and orientation.
- b. Access from ~~principal and minor~~ arterials **STREETS**. Lots shall not, in general, derive access exclusively from an arterial street. Where driveway access from an arterial street may be necessary for several adjoining lots, the ~~planning and zoning commission~~ **COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE** may require that such lots be served by a combined access drive in order to limit possible traffic hazards on such street~~s~~. Where possible, driveways should be designed and arranged so as to avoid requiring vehicles to back into traffic on arterial streets.

(c) ~~(4)~~ Grading and drainage.

- a. Final grading required. ~~No certificate of occupancy shall be issued until final grading has been completed in accordance with the approved final subdivision plat.~~ **NO RESIDENTIAL BUILDING PERMIT SHALL BE**

**ISSUED UNTIL FINAL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED FINAL PLAT.**

- b. Lot drainage. Lots shall be laid out so as to provide positive drainage away from all buildings and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to avoid concentration of storm drainage water from each lot onto adjacent lots.
- (4) ~~(5)~~ Debris and waste. No cut trees, debris, rocks, rubbish or other waste materials of any kind shall be buried in any land, or left or deposited on any lot or street. ~~at the time of the issuance of a certificate of occupancy.~~
- (5) ~~(6)~~ Fencing. ~~Each subdivider and/or developer shall be required to furnish and install fences wherever the city council determines that a hazardous condition may exist. The fences shall be constructed according to standards established by this section and shall be noted as to height and material on the final plat. No certificate of occupancy shall be issued until said fence improvements have been duly installed.~~ **EACH LAND DIVIDER AND/OR DEVELOPER SHALL BE REQUIRED TO FURNISH AND INSTALL FENCES WHEREVER THE CITY COUNCIL DETERMINES THAT A HAZARDOUS CONDITION MAY EXIST. THE FENCES SHALL BE CONSTRUCTED ACCORDING TO STANDARDS ESTABLISHED BY CITY STAFF AND SHALL BE NOTED AS TO HEIGHT AND MATERIAL ON THE FINAL PLAT.**
- (6) ~~(7)~~ Performance bond to include lot improvement. The performance bond or other financial guarantee shall include an amount to guarantee completion of all requirements contained in this section's regulations including, but not limited to, soil preservation, final grading, lot drainage, removal of debris and waste, fencing, and all other lot improvements required by the **C**city **C**ouncil. At the expiration of the performance bond, the **C**city may enforce the provisions of the bond where the provisions of this section or any other applicable law, ordinance, or regulation have not been satisfied.
- (d) ~~(e)~~ Streets.
- (1) General requirements.
- a. Frontage on improved streets. No ~~subdivision~~ **LAND DIVISION** shall be approved unless the area to be ~~subdivided~~ shall have frontage on, and access from, an existing street or a future street. Wherever the area to be ~~subdivided~~ **DIVIDED** is to utilize existing street frontage, such street shall be suitably improved as provided for herein.
- b. Topography and arrangement.
1. Grades. Grades of streets shall conform as closely as possible to the original topography. Streets shall be arranged so as to obtain as many

possible building sites ~~at, or~~ above the grades of the streets **UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.**

2. Integration. All streets shall be properly integrated with the existing and proposed system of thoroughfares and dedicated rights-of-way as established in the **G**eneral **P**lan.
  - c. Access to arterial streets. ~~Where a subdivision borders on or contains an existing or proposed arterial street, the city shall require that access to such streets be limited to local and collector streets. Direct access to arterials shall be prohibited from residential lots.~~ **WHERE A LAND DIVISION BORDERS ON OR CONTAINS AN EXISTING OR PROPOSED ARTERIAL STREET, THE CITY SHALL REQUIRE THAT ACCESS TO SUCH STREETS BE LIMITED TO LOCAL STREETS. DIRECT ACCESS TO ARTERIALS SHALL BE PROHIBITED FROM RESIDENTIAL LOTS.**
  - d. Street names. Street names shall be sufficiently different in sound and in spelling from other street names in the **C**ity so as not to cause confusion. A street that exists or is planned as a continuation of an existing street shall bear the same name.
  - e. Street names and regulatory signs. ~~The applicant shall deposit with the city at the time of final subdivision approval an amount equal to the cost of each street sign required by the city manager and city engineer or their respective designee at all street intersections. The city shall install all street signs before issuance of certificates of occupancy for any residence on the streets approved. Street name signs are to be placed at all intersections within or abutting the subdivision, the type and location of which are to be approved by the city engineer or designee.~~ **THE APPLICANT SHALL DEPOSIT WITH THE CITY AT THE TIME OF FINAL PLAT APPROVAL AN AMOUNT EQUAL TO THE COST OF EACH STREET SIGN REQUIRED BY THE CITY MANAGER AND CITY ENGINEER OR THEIR RESPECTIVE DESIGNEE AT ALL STREET INTERSECTIONS. STREET NAME SIGNS ARE TO BE PLACED AT ALL INTERSECTIONS WITHIN OR ABUTTING THE LAND DIVISION, THE TYPE AND LOCATION OF WHICH ARE TO BE APPROVED BY THE CITY ENGINEER OR DESIGNEE.**
  - f. Streetlights. Installation of streetlights shall be required in accordance with design and specification standards approved by the **C**ity **M**anager and **C**ity **E**ngineer or their designees. Light standards shall be spaced such that each intersection is provided at least one **(1)** light standard. All street light poles in the City of Surprise shall be powder coated.
- (2) Design standards. In order to provide for streets of suitable location, width, and improvement to accommodate prospective traffic and afford satisfactory access to police, fire protection, sanitation and street maintenance

equipment, and to coordinate streets so as to compose a convenient system and avoid undue hardships to adjoining properties, the ~~C~~city ~~M~~anager and ~~C~~city ~~E~~ngineer or their respective designee shall cause to be created design standards for all transportation infrastructure.

(e) ~~(d)~~ Sidewalks. Sidewalks shall be included within the dedicated non-pavement right-of-way of all streets. If public sidewalks are located outside of the rights-of-way, a public easement shall be recorded on the ~~F~~inal ~~P~~lat of said path and or sidewalk.

(f) ~~(e)~~ Drainage, storm sewers and retention basins.

~~(1) General requirements. The planning and zoning commission shall not recommend for approval any plat of a subdivision which does not make adequate provision for stormwater or floodwater runoff channels or basins. The drainage system of a subdivision shall be governed by the Drainage Design Manuals for Maricopa County, published by the flood control district of the county. The stormwater drainage system shall be separate and independent of any sanitary sewer system. Storm drainage shall be accommodated in the streets, gutters, retention basins or detention basins that drain to natural washes unless otherwise indicated by the city engineer.~~

~~a. Use of street for drainage. Curbed local streets shall be designed and constructed to carry the stormwater runoff from a ten-year storm between curbs. Curbed collector and arterial streets shall be designed and constructed with no curb overtopping and to maintain one dry 12-foot (minimum) driving lane in each direction. No inverted crown streets, of any type, shall be permitted. When peak flows from the designated storm exceed the street capacity, an open area drainage and retention system shall be designed to carry the excess stormwater. The rational method shall be used to determine peak flows. Fifteen minutes maximum may be used for the time of concentration for the runoff across the lots.~~

~~b. Peak flows in streets. Peak flows from a 50-year storm shall be carried within the cross section between buildings (front yards and streets). The finish floor elevation of all buildings shall be one foot above the 100-year storm. All finished floors shall be a minimum of 14 inches above the low outfall of the site.~~

~~c. Accommodation of upstream drainage areas. A culvert, gutter or other drainage facility shall in each case be large enough to accommodate potential runoff from its entire upstream drainage area, whether inside or outside the subdivision. The city engineer shall determine the necessary size of the facility, based on the provisions of the construction standards and specifications assuming conditions of maximum potential watershed development permitted by this section.~~

~~d. Effect on downstream drainage areas. The city engineer shall also study the effect of each subdivision on existing downstream drainage facilities outside the area of the subdivision. Local government drainage studies~~

~~together with such other studies as shall be appropriate, shall serve as a guide to needed improvements. Where it is anticipated that the additional runoff incident to the development of the subdivision will overload an existing downstream drainage facility, the city council may withhold approval of the subdivision until provision has been made for the improvement of said potential condition in such sum as the city council shall determine. No subdivision shall be approved unless adequate drainage will be provided to an adequate drainage watercourse or facility.~~

~~e. Areas of poor drainage. Whenever a plat is submitted for an area which is subject to flooding, the city council may approve such subdivision provided that the applicant fills the affected area of said subdivision to an elevation sufficient to place the elevation of streets and lots at a minimum of 12 inches above the elevation of the maximum probable flood, as determined by the city engineer. The plat of such subdivision shall provide for an overflow zone along the bank of any stream or watercourse, of a width that shall be sufficient in times of high water to contain or move the water, and no fill shall be placed in the overflow zone nor shall any structure be erected or placed therein. The boundaries of the overflow zone shall be subject to approval by the city engineer.~~

~~f. Floodplain areas. The city council may, when it deems it necessary for the health, safety or welfare of the present and future population of the area and necessary to the conservation of water, drainage and sanitary facilities, prohibit the subdivision of any portion of the property which lies within the 100-year floodplain of any stream as determined in this section. These floodplain areas shall be preserved from any and all destruction or damage resulting from clearing, grading or dumping of earth, waste material or stumps, except at the discretion of the city council.~~

~~(2) Retention requirements.~~

~~a. Areas for retention. All water from a 100-year storm of a two-hour duration, which falls within the area being developed, including the respective one-half of all abutting streets (whether or not it is a dedicated street which may exist by an improvement district and owned by the city), shall be retained within the boundaries of the developed land. No retention shall be allowed in public rights-of-way. The method of collection and retention shall be approved by the city engineer. The method of retention calculation, drainage flows and removal of stormwater within 36 hours shall conform to subsections (b)(4) and (b)(5) of this section.~~

~~b. Retention basin capacities. All retention basins shall have a design capacity to preclude a water depth in excess of three feet resulting from a 100-year, two-hour storm. The depth of retention basins shall be measured from lowest adjacent top of curb. In no event shall stormwater stand in the retention basins longer than 36 hours. Dry wells shall be required for any depth of retention over one foot; provided, a volume greater than 1,000 cubic feet is being retained in a single retention area.~~

~~However, equalizer pipes from smaller to larger retention areas may be required by the city engineer.~~

- ~~c. Dedication. No retention basins will be controlled or owned by the city unless dedicated as part of the city's park and open space system. Nondedicated retention basins shall be maintained by the owner or person controlling such property. All retention basin areas shall be designated as easement areas for retention purposes and shall have a recorded restrictive covenant requiring perpetual maintenance.~~
- ~~d. Retention calculations. Total volume required = (intensity for the 100-year, two-hour storm event from the Drainage Design Manuals for Maricopa County or a minimum of 2.8 inches, whichever is greater) × (drainage area) × (average runoff coefficient).~~
- ~~e. Runoff factors. The runoff factor used in computations must be justified by a typical cross section of actual area calculation. Refer to the Drainage Design Manuals for Maricopa County to determine runoff coefficients. Infiltration into the dry well cannot be considered to reduce the size of the retention area. A percolation rate of 0.5 cfs (or less, if required by the city engineer) per dry well over a 36-hour period shall be used in calculating the number of dry wells.~~
- ~~f. Joint development. Two or more developers may join together to provide a common retention facility. A letter of agreement signed by all developers participating in the common retention area must be presented to the city engineer, and the recorded plat shall indicate that the retention area is a joint facility. The joint retention area must meet all criteria as a single area.~~
- ~~g. Preliminary and final drainage report guideline. The preliminary and final drainage report guideline, which was made a public record by Resolution No. 05-13, is hereby adopted by the city, and is incorporated in this section by reference as though it had been fully and completely set forth in this section. The purpose of the preliminary and final drainage report guideline is to serve as a reference tool for developers and engineers seeking construction permits for any proposed improvements within the city limits that require the preparation and submittal of accompanying preliminary and final drainage reports.~~

**(1) GENERAL REQUIREMENTS. THE CITY STAFF OR THE PLANNING AND ZONING COMMISSION SHALL NOT RECOMMEND FOR APPROVAL ANY PLAT OF A LAND DIVISION WHICH DOES NOT MAKE ADEQUATE PROVISION FOR STORMWATER OR FLOODWATER RUNOFF. THE DRAINAGE SYSTEM OF A SUBDIVISION SHALL BE GOVERNED BY THE DRAINAGE DESIGN MANUAL FOR MARICOPA COUNTY, PUBLISHED BY THE MARICOPA FLOOD CONTROL DISTRICT AND THE CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARDS. THE STORMWATER DRAINAGE SYSTEM SHALL BE SEPARATE AND INDEPENDENT OF ANY SANITARY SEWER SYSTEM. STORM DRAINAGE**

SHALL BE ACCOMMODATED IN THE STREETS, GUTTERS, RETENTION BASINS OR DETENTION BASINS THAT DRAIN TO NATURAL WASHES UNLESS OTHERWISE INDICATED BY THE CITY ENGINEER.

(2) ACCOMMODATION OF UPSTREAM DRAINAGE AREAS. A CULVERT, GUTTER OR OTHER DRAINAGE FACILITY SHALL IN EACH CASE BE LARGE ENOUGH TO ACCOMMODATE POTENTIAL RUNOFF FROM ITS ENTIRE UPSTREAM DRAINAGE AREA, WHETHER INSIDE OR OUTSIDE THE LAND DIVISION. THE CITY ENGINEER SHALL DETERMINE THE NECESSARY SIZE OF THE FACILITY, BASED ON THE PROVISIONS OF THE CONSTRUCTION STANDARDS AND SPECIFICATIONS ASSUMING CONDITIONS OF MAXIMUM POTENTIAL WATERSHED DEVELOPMENT PERMITTED BY THIS SECTION.

(3) EFFECT ON DOWNSTREAM DRAINAGE AREAS. THE APPLICANT MUST ADDRESS THE EFFECT OF EACH LAND DIVISION ON EXISTING DOWNSTREAM DRAINAGE FACILITIES OUTSIDE THE AREA OF THE LAND DIVISION. THE APPLICANT MUST ADDRESS THE EFFECT OF EACH PROVIDE A DRAINAGE STUDY PREPARED BY A PROFESSIONAL ENGINEER TO SERVE AS A GUIDE FOR NECESSARY IMPROVEMENTS. WHERE IT IS ANTICIPATED THAT THE ADDITIONAL RUNOFF INCIDENT TO THE DEVELOPMENT OF THE LAND DIVISION WILL OVERLOAD AN EXISTING DOWNSTREAM DRAINAGE FACILITY, THE CITY COUNCIL MAY WITHHOLD APPROVAL OF THE LAND DIVISION UNTIL PROVISION HAS BEEN MADE FOR THE IMPROVEMENT OF SAID POTENTIAL CONDITION IN SUCH SUM AS THE CITY COUNCIL SHALL DETERMINE. NO LAND DIVISION SHALL BE APPROVED UNLESS ADEQUATE DRAINAGE WILL BE PROVIDED TO AN ADEQUATE DRAINAGE WATERCOURSE OR FACILITY. THE CITY ENGINEER WILL DETERMINE THE ADEQUACY OF THE DRAINAGE FACILITIES FOR PURPOSES OF COUNCIL REVIEW, BUT SUCH DETERMINATION WILL NOT RELIEVE THE PROPERTY OWNER FROM ANY RESPONSIBILITY RELATED TO STORM WATER OR DRAINAGE; SUCH RESPONSIBILITY SHALL REMAIN THAT OF THE PROPERTY OWNER.

(4) AREAS OF POOR DRAINAGE. WHENEVER A PLAT IS SUBMITTED FOR AN AREA WHICH IS SUBJECT TO FLOODING, THE CITY COUNCIL MAY APPROVE SUCH LAND DIVISION PROVIDED THAT THE APPLICANT FILLS THE AFFECTED AREA OF SAID LAND DIVISION TO AN ELEVATION SUFFICIENT TO PLACE THE ELEVATION OF STREETS AND LOTS AT A MINIMUM OF 12 INCHES ABOVE THE ELEVATION OF THE MAXIMUM PROBABLE FLOOD, AS DETERMINED BY THE CITY ENGINEER. THE PLAT OF SUCH LAND DIVISION SHALL PROVIDE FOR AN OVERFLOW ZONE ALONG THE BANK OF ANY STREAM OR WATERCOURSE, OF A WIDTH THAT SHALL BE SUFFICIENT IN TIMES OF HIGH WATER TO CONTAIN OR MOVE THE WATER, AND NO FILL

SHALL BE PLACED IN THE OVERFLOW ZONE NOR SHALL ANY STRUCTURE BE ERECTED OR PLACED THEREIN. THE BOUNDARIES OF THE OVERFLOW ZONE SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER.

(5) FLOODPLAIN AREAS. THE CITY COUNCIL MAY, WHEN IT DEEMS IT NECESSARY FOR THE HEALTH, SAFETY OR WELFARE OF THE PRESENT AND FUTURE POPULATION OF THE AREA AND NECESSARY TO THE CONSERVATION OF WATER, DRAINAGE AND SANITARY FACILITIES, PROHIBIT THE LAND DIVISION OF ANY PORTION OF THE PROPERTY WHICH LIES WITHIN THE 100-YEAR FLOODPLAIN OF ANY STREAM AS DETERMINED BY THE CITY ENGINEER, THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, AND/OR THE US ARMY CORPS OF ENGINEERS. THESE FLOODPLAIN AREAS SHALL BE PRESERVED FROM ANY AND ALL DESTRUCTION OR DAMAGE RESULTING FROM CLEARING, GRADING OR DUMPING OF EARTH, WASTE MATERIAL OR STUMPS, EXCEPT AT THE DISCRETION OF THE CITY COUNCIL.

(g) ~~(3)~~ Dedication of drainage easements.

(1) ~~(a)~~ Requirements. Where a ~~subdivision~~ LAND DIVISION is traversed by a watercourse, drainage way, channel or stream, a stormwater easement or drainage right-of-way shall be provided, conforming substantially to the lines of such watercourse, and of such width and construction, or both, as will be adequate for the purpose. Wherever possible, it is desirable that the drainage be maintained by an open channel with landscaped banks and adequate width for maximum potential volume of flow.

(2) ~~(b)~~ Drainage easements.

- a. ~~(1)~~ Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual, unobstructed easements at least 15 feet in width for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.
- b. ~~(2)~~ When a proposed drainage system will carry water across private land outside the ~~subdivision~~ LAND DIVISION, appropriate drainage rights must be secured and indicated on the plat.
- c. ~~(3)~~ The applicant shall dedicate, either in fee or by drainage or conservation easement, land on both sides of existing watercourses, to a distance to be determined by the ~~Ceity~~ Council.

- d. ~~(4)~~ Low-lying lands along watercourses subject to flooding or overflowing during storm periods, whether or not included in areas for dedication, shall be preserved and retained in their natural state as drainage ways.
- (h) ~~(f)~~ Water facilities.
- (1) General Requirements.
- a. When necessary, action shall be taken by the applicant to extend or **CONSTRUCT** ~~create~~ **NEW SERVICES** ~~a water supply district~~ for the purpose of providing a water supply system capable of providing domestic water and fire protection.
  - b. Where a public water main is accessible, the **LAND DIVIDER** ~~subdivider~~ shall install adequate water facilities (including fire hydrants) subject to the specifications of the **C**city **E**ngineer. ~~and the Water Services Director.~~ All water mains shall be at least eight **(8)** inches in diameter.
  - c. Water main extensions shall be approved by the **C**city **E**ngineer. ~~and the Water Services Director.~~
  - d. To facilitate the above, the location of all fire hydrants, all water supply improvements, and the boundary lines of proposed districts, indicating all improvements proposed to be served, shall be shown on the **P**reliminary **P**lat, and the cost of installing same shall be included in the performance bond to be furnished by the developer.
- (i) ~~(g)~~ Sewer facilities.
- (1) Requirements. The applicant shall install sanitary sewer facilities in a manner prescribed by the Uniform Standard Details and Specifications, **THE CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARDS**, and the **C**city **E**ngineer.
- (2) Public sewerage required. Sanitary sewer facilities shall connect with public sanitary sewage system unless such connection will not be available (in the estimation of the **C**city **E**ngineer) for at least 20 years. Sewers shall be installed to serve each lot and to grades and sizes required by the Uniform Standard Details and Specifications and the **C**city **E**ngineer.
- (3) Private sewerage systems.
- a. Where public sanitary sewage systems are not reasonably accessible, but will become available within a reasonable time (not to exceed 20 years), the **C**city may allow one **(1)** of the following alternatives:
    1. Central sewerage system, the maintenance cost to be assessed against each property benefited. Where plans for future public sanitary sewerage systems exist, the applicant shall install the sewer lines, laterals, and mains to be in permanent conformance with such plans and ready for connection to such public sewer mains; or

2. Individual disposal systems; provided, the applicant shall install sanitary sewer lines, laterals and mains from the street curb to a point in the ~~subdivision~~ **LAND DIVISION** boundary where a future connection with the public sewer main shall be made. Sewer lines shall be laid from the house to the street line, and a connection shall be available in the home to connect from the individual disposal system to the sewer system when the public sewers become available. Such sewer systems shall be capped until ready for use and shall conform to all plans for installation of the public sewer system, where such exist, and shall be ready for connection to such public sewer main.
  3. **IT IS UNLAWFUL FOR THE OWNER OR OCCUPANT TO INHABIT THE PROPERTY WITHOUT A METHOD TO DISPOSE OF SEWERAGE THAT IS ACCEPTABLE TO THE CITY ENGINEER.**
- b. Where sanitary sewer systems are not reasonably accessible and will not become available for a period in excess of 20 years, the **C**city may allow the installation of sewerage systems as follows:
1. For medium- and high-density residential districts, a central sewerage system only. No individual disposal system will be permitted. The applicant shall install all sewer lines, laterals, and mains to be permanent and ready for connection to the public sewer system, should it become available.
  2. For low-density residential districts (less than one **(1)** dwelling unit per acre), individual disposal systems or central sewerage systems shall be used.
  3. **IT IS UNLAWFUL FOR THE OWNER OR OCCUPANT TO INHABIT THE PROPERTY WITHOUT A METHOD TO DISPOSE OF SEWERAGE THAT IS ACCEPTABLE TO THE CITY ENGINEER.**
- (4) Mandatory connection to public sewer system. If a public sanitary sewer is accessible and a sanitary sewer is placed in a street or alley abutting upon property, the owner thereof shall be required to connect to said sewer for the purpose of disposing of waste; and it is unlawful for any such owner or occupant to maintain upon any such property an individual sewage disposal system.
- (5) Individual sewage disposal system requirements. If public sewer facilities are not available and individual disposal systems are proposed, minimum lot areas shall conform to the requirements of the **RURAL RESIDENTIAL R1-43**, single-family residential district of this section and percolation tests and test holes shall be made as directed by the **C**city **E**ngineer and the results submitted to same. The individual disposal system, including the size of septic tanks and size of the tile fields or other secondary treatment device, shall also be approved by the **C**city **E**ngineer **AND MARICOPA COUNTY**.

~~(6) Design criteria for sanitary sewers.~~

- ~~a. Design factors. Sanitary sewer systems should be designed for the ultimate drainage basin population. Consideration should be given to current zoning regulations and approved planning and zoning reports where applicable. Sewer capacities should be adequate to handle the anticipated maximum hourly quantity of sewage and industrial waste together with an adequate allowance for infiltration and other extraneous flow. The unit design flows presented hereinafter should be adequate in each case for the particular type of development indicated. Sewers shall be designed for the total tributary area using the following criteria:~~

|                                                                |                                  |
|----------------------------------------------------------------|----------------------------------|
| One-family and two-family dwellings                            | 0.02 cfs/acre*                   |
| Apartments, townhouses, condominiums:                          |                                  |
| One-story and two-story                                        | 0.02 cfs/acre                    |
| Three-story through six-story                                  | 0.03 cfs/acre                    |
| Commercial: Small stores, offices and miscellaneous businesses | 0.02 cfs/acre                    |
| Shopping centers                                               | 0.02 cfs/acre                    |
| High-rise and industrial buildings                             | As directed by the city engineer |

~~\* Cubic feet per second per acre.~~

~~These design factors shall apply to watersheds of 300 acres or less. Design factors for watersheds larger than 300 acres and smaller than 1,000 acres shall be computed on the basis of a linear decrease from the applicable design factor for an area of 300 acres to a design factor of 0.01 cfs/acre for an area of 1,000 acres unless otherwise directed by the city engineer. Design factors for watersheds larger than 1,000 acres shall be 0.01 cfs/acre unless otherwise directed by the city engineer.~~

- ~~b. Maximum size. The diameter of sewers proposed shall not exceed the diameter of the existing or proposed outlet, whichever is applicable, unless otherwise approved by the city engineer.~~
- ~~c. Minimum size. No public sanitary sewer line shall be less than eight inches in diameter.~~
- ~~d. Minimum slope. All sewers shall be designed to give mean velocities, when flowing full, of not less than two feet per second. All velocity and flow calculations shall be based on the Manning Formula using an "N" value of~~

~~0.013. The design slopes shall be evenly divisible by four. The slopes shall be minimum for the size indicated. Exceptions to these minimum slopes shall be made at the upper end of lateral sewers serving less than 30 houses. Said sewers shall have a minimum slope of 0.76 percent. Where lateral sewers serve less than ten houses, the minimum slope shall be not less than one percent. The following table lists minimum slopes for various sewer sizes:~~

| Minimum Slopes by Sewer Size |                                      |
|------------------------------|--------------------------------------|
| Sewer Size (in inches)       | Minimum Slope in Feet (per 100 feet) |
| 8                            | 0.33                                 |
| 10                           | 0.24                                 |
| 12                           | 0.19                                 |
| 15                           | 0.14                                 |
| 18                           | 0.11                                 |
| 21                           | 0.092                                |
| 24                           | 0.077                                |

~~Source: BRW, Inc., 1986.~~

~~Any proposed dimension not in compliance with the standards in the chart above shall be a violation of this ordinance.~~

- ~~e. Alignment. All sewers shall be laid with straight alignment between manholes, unless otherwise directed or approved by the city engineer.~~
- ~~f. Manhole location. Manholes shall be installed at the end of each line; at all changes in grade, size or alignment; at all intersections; and at distances not greater than 400 feet for sewers less than 18 inches, and 500 feet for sewers 18 inches in diameter and larger.~~
- ~~g. Manholes. The difference in elevation between any incoming sewer and the manhole invert shall not exceed 12 inches except where required to match crowns. The use of drop manholes will require approval by the city engineer. The minimum inside diameter of the manholes shall conform~~

~~to those specified by the city engineer. Inside drop manholes will require special considerations; however, in no case shall the minimum clear distance be less than that indicated above. When a smaller sewer joins a larger one, the crown of the smaller sewer shall not be lower than that of the larger one. The minimum drop through manholes shall be 0.2 feet.~~

- ~~h. Sanitary sewer locations. Sanitary sewers shall be located within street or alley rights-of-way unless topography dictates otherwise. When located in easements on private property, access shall be provided to all manholes. A manhole shall be provided at each street or alley crossing. End lines shall be extended to provide access from street or alley rights-of-way where possible. Imposed loading shall be considered in all locations. Not less than six feet of cover shall be provided over top of pipe in street and alley rights-of-way or three feet in all other areas.~~
- ~~i. Cleanouts and lampholes. Cleanouts and lampholes will not be permitted.~~
- ~~j. Water supply interconnections. There shall be no physical connection between a public or private potable water supply system and sewer that will permit the passage of any sewage or polluted water into the potable supply. Sewers shall be kept removed from water supply wells or other water supply sources and structures.~~
- ~~k. Relationship between sewers and water mains. A minimum horizontal distance of ten feet shall be maintained between parallel water and sewer lines. At points where sewers cross water mains, the sewer shall be constructed of cast iron pipe or encased in concrete for a distance of ten feet in each direction from the crossing, measured perpendicular to the water line. This will not be required when the water main is at least two feet above the sewer line.~~

~~These design criteria are not intended to cover extraordinary situations. Deviations will be allowed and may be required in those instances where considered justified by the city engineer.~~

(j) ~~(h)~~ Utilities.

- (1) Location. All utility facilities, including, but not limited to, gas, electric power, telephone and cable television shall be located underground throughout the ~~subdivision~~ **LAND DIVISION**. All utility facilities existing and proposed throughout the ~~subdivision~~ **LAND DIVISION** shall be shown on the Preliminary Plat. Underground service connections to the street property line of each platted lot shall be installed at the land divider's expense. At the discretion of the City Council, the requirement for service connections to each lot may be waived in the case of adjoining lots to be retained in single ownership and intended to be developed for the same primary use.

(2) Easements.

- a. Easements centered on rear lot lines shall be provided, where necessary, for utilities (private and municipal). Such easements shall be at least ten (10) feet wide. Proper coordination shall be established between the LAND DIVIDER ~~subdivider~~ and the applicable utility companies for the continuation of utility easements established in adjoining properties.
  - b. Where topographical or other conditions are such as to make impractical the inclusion of utilities within the rear lot lines, perpetual unobstructed easements of least ten (10) feet in width shall be provided alongside lot lines with satisfactory access to the road or rear lot lines. Easements shall be indicated on the plat.
- (k) ~~(j)~~ Public land reservation, parks, and open space.
- (1) Where a proposed park, playground, open space, or other public use shown on the General Plan AND/OR PARKS AND TRAILS MASTER PLAN, is located in whole or in part in a ~~subdivision~~ LAND DIVISION, the PLANNING AND ZONING Commission and City Council shall require that such area be shown on plats in accordance with the requirements specified in this section. Such area or areas shall be reserved to the City by the LAND DIVIDER ~~subdivider~~ if the City Council approves such reservation.
  - (2) The PLANNING AND ZONING Commission shall require that plats show sites of a character, extent and location suitable for the development of a park, playground, or other stated public purposes.
  - (3) In all new residential ~~subdivisions~~ LAND DIVISIONS, a minimum of ten (10) percent of the gross area shall be reserved for public recreation space, school sites or other public use with such percentage being in addition to property reserved for streets, alleys, easements, retention, unbuildable areas, or other public ways.
  - ~~(4) Parks dedicated to the city shall be a minimum size of five acres.~~
  - (4) ~~(5)~~ The City or other public agency shall enter into an agreement on the method of acquiring such reserved land area prior to approval of the Final Plat.
- (l) ~~(j)~~ Funding of long-term maintenance of common areas. Unless a public entity has accepted primary maintenance responsibility for all common areas within a ~~subdivision, then the property owner/developer shall create a community facility district either as the primary means of providing for the long term maintenance of the common areas, or as a backup vehicle in the event that the person or entity designated by the applicant as having primary maintenance responsibility fails to adequately carry out its duties.~~ LAND DIVISION, THEN THE PROPERTY OWNER/DEVELOPER SHALL CREATE A METHOD, ACCEPTABLE TO THE CITY ENGINEER AND CITY ATTORNEY, TO PROVIDE FOR THE LONG TERM MAINTENANCE OF THE COMMON AREAS IN PERPETUITY, EITHER

AS THE PRIMARY MEANS OF PROVIDING FOR THE LONG TERM MAINTENANCE OF THE COMMON AREAS. or as a backup vehicle in the event that the person or entity designated by the applicant as having primary maintenance responsibility fails to adequately carry out its duties.

- (m) ~~(k)~~ Refuse collection/refuse containers. Each lot or combination of lots shall be supplied with a refuse container, at the expense of the developer or LAND DIVIDER ~~subdivider~~, to be owned by the Ccity, as approved by the Ppublic Wworks Director OR DESIGNEE. Refuse container pads OR CURB LOCATION MARKERS may be required in conjunction with certain development situations. The type of such containers and location of refuse pads shall be approved by the Ppublic Wworks Director OR DESIGNEE.

## **PUBLIC ENGAGEMENT FORM**

**PROJECT TITLE:**

**OVERALL PUBLIC INVOLVEMENT LEVEL:**

**IDENTIFY STAKEHOLDERS:**

**OBJECTIVES:**

**PUBLIC ENGAGEMENT STRATEGIES & TOOLS:**

**Public Engagement & Project timeline:**

Public outreach time frame (when to when)

Future Council Work Session/Meetings target dates

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

## ORDINANCE 2016-12

### AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO THE SURPRISE UNIFIED DEVELOPMENT CODE CREATING ADDITIONAL METHODS TO DIVIDE DIFFERENT SIZED PARCELS OF LAND; AND ADOPTING A PUBLIC RECORD.

**WHEREAS**, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

**WHEREAS**, in response to citizen inquiries, City staff recommends that the City Council adopt different methods to divide land that fit the scale of the project, whether it be a single lot or larger holding land owner;

**WHEREAS**, Resolution 2016-86 declares as a public record a document with proposed revisions to Sections 122-115, 122-116, 122-117, 122-118, and 122-119 of the Surprise Uniform Development Code; and

**WHEREAS**, on May 19, 2016, the Planning and Zoning Commission recommended approval of the proposed Text Amendment.

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

**Section 1, Enactment.** That Certain document entitled "FS15-490 Zoning Text Amendment for Land Divisions, " three copies of which are on file in the office of the City Clerk of the City of Surprise, Arizona, which document was made a public record in Resolution 2016-86, is hereby referred to, adopted and made a part hereof as if fully set forth in this ordinance.

**Section 2, Repeal.** 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. The repeal and amendment of the previously worded sections of the Land Division ordinance as amended by this Ordinance shall not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of this Ordinance.

**Section 3, 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 4, Effective Date.** 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



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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

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|                        |              |                 |                  |
|------------------------|--------------|-----------------|------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Jeanine Jerkovic |
| Submitting Department: |              | District:       | Citywide         |
| Staff Recommendations: | None         |                 |                  |

---

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

---

**Agenda Wording:**

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.

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**Motion:**

I move to approve the FY2017 agreement with Greater Phoenix Economic Council, in an amount not to exceed \$55,236.00.

---

**Background:**

GPEC is a public-private partnership founded in 1989 to leverage resources to attract and grow business to Greater Phoenix. Their goal is to develop a high-performance economy by attracting high-quality investments and jobs. The annual agreement with GPEC provides Surprise with the opportunity to partner with GPEC to attract quality jobs to the community, to receive marketing services that reach a targeted national and international industry and site selection audience, and to engage with local industry leaders in initiatives to enhance the overall regional competitiveness. GPEC has been a partner of the City of Surprise in its economic development endeavors since 1990. GPEC has directly assisted the City of Surprise most recently with corporate locations that have included Mainstreet (FY 2016), IRIS USA, Inc. (FY 2015), Cobalt Medical Development (FY 2014), and Everede Tools (FY 2012), resulting in 365 new jobs, \$78 million in capital investment and \$16.7 million in new payroll in the community.

In fiscal year 2017, Economic Development Director Jeanine Jerkovic has been elected by member community peers to serve as the Chair for the Economic Development Directors Team (EDDT), and will serve as Chair the following fiscal year. This is the first time the City of Surprise has been represented in this capacity to EDDT, and the first West Valley representation elected to EDDT in several years. The role will allow the City of Surprise to drive critical economic development discussion on the EDDT agenda.

---

**Objective Analysis:**

This item has been approved by the Mayor and Council in the FY2017 budget. The total budget amount

for this line item is \$55,236.00.

---

**Policy Compliant:**

This action item is consistent with Council policy as well as the Council Strategic Plan relative to Economic Development goals.

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**Financial Impact:**

This is an annual agreement with GPEC, the cost of which is recalculated each year based on population estimates.

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**Budget Impact:**

Funding for this item is included in the FY2017 Tentative Budget within the Economic Development Department's General Fund services budget.

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**FTE Impact:**

There is no FTE impact associated with this item.

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**ATTACHMENTS:**

Click to download

- ☐ [FY 2017 GPEC Annual Contract](#)
  - ☐ [GPEC Approved Annual Action Plan](#)
  - ☐ [GPEC Metrics](#)
  - ☐ [GPEC Targeted Industries](#)
  - ☐ [GPEC Reporting Mechanism](#)
  - ☐ [GPEC Insurance Requirements](#)
  - ☐ [GPEC Protocol Policy](#)
-

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

The City Council of the CITY OF SURPRISE, a municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL (“GPEC”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2016 - June 30, 2017 (“FY2017”).

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

## **I. RESPONSIBILITIES OF GPEC**

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

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

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

## **C. RETENTION AND EXPANSION POLICY:**

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

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

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

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and will be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, GPEC may revise these performance targets with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC will provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2016. Monthly Activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

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

## **II. RESPONSIBILITIES OF THE CITY**

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

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

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

### **III. ADDITIONAL AGREEMENTS OF THE PARTIES:**

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

**B. COMPENSATION:**

1. The City agrees to pay **\$55,236.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2017. This amount is based on approximately \$.4397 per capita, using the 2015 Office of Employment and Population Statistics, Arizona Department of Administration, estimating the City's population as **125,621**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased during the term of this Agreement consistent with any changes in the per capita payments by other municipalities which

support GPEC.

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

**C. COOPERATION:**

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, and to cooperate in furthering GPEC's goals for FY2017. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2018 contract.
3. The City agrees to work with GPEC during FY2017 to develop a revised public sector funding plan, including a regional allocation formula FY2018, if determined to be necessary or appropriate.

**IV. GENERAL PROVISIONS:**

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City has the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Surprise which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement is void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. The parties acknowledge that the services provided under this Agreement are being provided as an independent contract, not as an employee or agent of the City. City has no

right to control GPEC beyond the results of GPEC's services contemplated pursuant to this Agreement. GPEC has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC has no authority, express or implied, under to this Agreement to bind City to any obligation whatsoever.

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

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

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

- F. INSURANCE:** GPEC must procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.
- G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings may be reviewed by any competent court consistent with Subsection L. In the event of such termination, the City is entitled to pursue all legal and equitable remedies against GPEC available to the City.
- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:
1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to

their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

**I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.**

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

**J. TERMINATION.** This Agreement will expire on June 30, 2017 unless otherwise extended by the Parties. Except as otherwise set forth in this Agreement, City has the right to terminate this Agreement if GPEC fails to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided

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

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

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

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

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

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

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

provided that the fundamental purposes of this Agreement are not defeated by such severability.

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

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

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SURPRISE**, a municipal corporation

By: \_\_\_\_\_  
Honorable Sharon Wolcott, Mayor

ATTEST:

By: \_\_\_\_\_  
Its: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: City Attorney

**GREATER PHOENIX ECONOMIC COUNCIL**,  
an Arizona nonprofit corporation

By: \_\_\_\_\_

Chris Camacho  
President & Chief Executive Officer



# ACTION PLAN

FISCAL YEAR 2017



Greater Phoenix  
ECONOMIC COUNCIL

# **GPEC MISSION**

ATTRACT AND GROW QUALITY  
BUSINESSES AND ADVOCATE  
FOR **GREATER PHOENIX'S**  
COMPETITIVENESS.



# **A LETTER FROM CHRIS CAMACHO**

*President & CEO, Greater Phoenix Economic Council*

By embracing the opportunities and challenges of a fast-growing region, the Greater Phoenix Economic Council (GPEC) has not only endured but thrived as one of the most effective regional public-private partnerships in the country. With a renewed commitment to regional collaboration and enhanced analytical capabilities, GPEC is once again embarking on an innovative plan to drive quality job creation and deliver value to our member communities and stakeholders.

In FY17, GPEC will begin the work of implementing the FY17-19 Strategic Plan, which outlines strategies for attracting and growing jobs in advanced industries and advocating for the region's competitiveness.

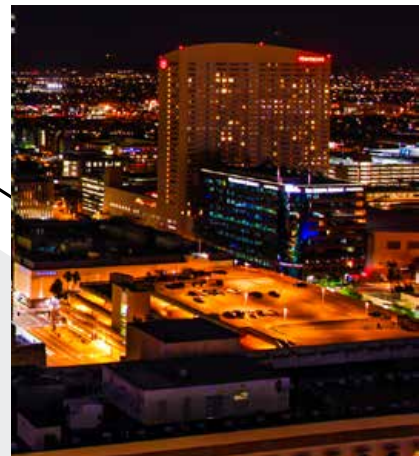
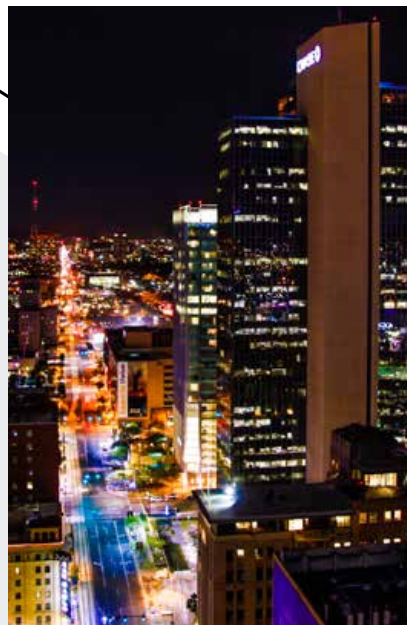
While continuing to meet expectations in job creation and driving return on investment to our stakeholders, we will design and execute projects and initiatives that will transform our economic development practice and elevate the region's competitiveness and reputation.

# METRICS

|                                   | FY17     |          |          |
|-----------------------------------|----------|----------|----------|
|                                   | CONTRACT | TARGET   | STRETCH  |
| Payroll (in Millions)             | \$305.11 | \$335.62 | \$369.18 |
| Jobs                              | 6,556    | 7,212    | 7,933    |
| High Wage Jobs <sup>1</sup>       | 2,491    | 2,741    | 3,015    |
| Average High Wage Salary          | \$51,827 | \$57,585 | \$63,344 |
| Qualified Prospects               | 229      | 252      | 277      |
| Qualified International Prospects | 38       | 42       | 46       |
| GPEC Assists <sup>2</sup>         | 10       | 12       | 14       |

## FOOTNOTES FOR THE METRICS:

1. High Wage Jobs: High wage jobs are those that are over 125% of the Maricopa County Median Wage (currently \$44,060).
2. GPEC Assist: Companies that located in the region for which GPEC provided assistance that do not qualify as a locate, due to project size, for example; and would otherwise be listed as "non-reported locates." This replaces the Emerging Tech Assist metric from previous reports to better capture GPEC activities.



# BUDGET

| REVENUES              | FY 2016<br>FORECAST | % OF TOTAL    | FY 2017<br>BUDGET  | % OF TOTAL    | FY 2016<br>BUDGET  | \$ CHANGE         | % CHANGE      |
|-----------------------|---------------------|---------------|--------------------|---------------|--------------------|-------------------|---------------|
| Public Funds          | \$2,272,600         | 42.4%         | \$2,302,900        | 41.8%         | \$2,271,100        | \$31,800          | 1.4%          |
| Private Funds         | 2,317,500           | 43.2%         | 2,545,000          | 46.2%         | 2,600,000          | (55,000)          | (2.1%)        |
| New Pledge Revenue    | 250,000             | 4.7%          | 250,000            | 4.5%          | 250,000            | -                 | 0.0%          |
| In-Kind Pledges       | 77,000              | 1.4%          | 77,000             | 1.4%          | 77,000             | -                 | 0.0%          |
| Events & Programs     | 158,750             | 3.0%          | 99,700             | 1.8%          | 150,000            | (50,300)          | (33.5%)       |
| Sponsorships          | 52,500              | 1.0%          | 50,000             | 0.9%          | 25,000             | 25,000            | 100.0%        |
| Grant Income          | 234,700             | 4.4%          | 185,000            | 3.4%          | 212,900            | (27,900)          | (13.1%)       |
| Other                 | 1,800               | 0.0%          | 1,300              | 0.0%          | 2,500              | (1,200)           | (48.0%)       |
| <b>TOTAL REVENUES</b> | <b>\$5,364,850</b>  | <b>100.0%</b> | <b>\$5,510,900</b> | <b>100.0%</b> | <b>\$5,588,500</b> | <b>\$(77,600)</b> | <b>(1.4%)</b> |

| OPERATING EXPENDITURES              |                  |              |                  |               |                  |                |             |
|-------------------------------------|------------------|--------------|------------------|---------------|------------------|----------------|-------------|
| Business Development                | 412,600          | 8.1%         | 454,600          | 8.3%          | 416,400          | 38,200         | 9.2%        |
| Marketing                           | 176,700          | 3.5%         | 215,100          | 3.9%          | 304,100          | (89,000)       | (29.3%)     |
| External Relations                  | 94,400           | 1.9%         | 192,600          | 3.5%          | 95,200           | 97,400         | 102.3%      |
| Research & Strategy                 | 269,600          | 5.3%         | 272,600          | 5.0%          | 283,000          | (10,400)       | (3.7%)      |
| Resource Management                 | 207,000          | 4.1%         | 218,200          | 4.0%          | 240,400          | (22,200)       | (9.2%)      |
| Personnel                           | 3,087,400        | 61.0%        | 3,318,500        | 60.9%         | 3,230,400        | 88,100         | 2.7%        |
| Facilities                          | 425,100          | 8.4%         | 512,300          | 9.4%          | 454,900          | 57,400         | 12.6%       |
| In-Kind                             | 77,000           | 1.5%         | 77,000           | 1.4%          | 77,000           | -              | 0.0%        |
| Events & Programs                   | 140,400          | 2.8%         | 190,000          | 3.5%          | 140,000          | 50,000         | 35.7%       |
| <b>TOTAL OPERATING EXPENDITURES</b> | <b>4,890,200</b> | <b>96.6%</b> | <b>5,450,900</b> | <b>100.0%</b> | <b>5,241,400</b> | <b>209,500</b> | <b>4.1%</b> |

| NON-OPERATING EXPENDITURES        |                    |        |                    |        |                    |                 |          |
|-----------------------------------|--------------------|--------|--------------------|--------|--------------------|-----------------|----------|
| Grant Expenses                    | 173,500            | 3.4%   | -                  | 0.0%   | 152,500            | (152,500)       | (100.0%) |
| Total Expenses                    | \$5,063,700        | 100.0% | \$5,450,900        | 100.0% | \$5,393,900        | \$57,000        | 1.1%     |
| Net Gain (Loss)                   | \$301,150          |        | \$60,000           |        | \$194,600          | \$(134,600)     |          |
| Less: Capital Expenditures        | (81,000)           |        | (287,000)          |        | (95,000)           | (192,000)       |          |
| Amortization of Deferred Rent     | (64,000)           |        | 150,000            |        | (63,600)           | 213,600         |          |
| Amortization of Capital Leases    | (10,500)           |        | (2,800)            |        | (10,500)           | 7,700           |          |
| Add: Depreciation                 | 26,000             |        | 72,600             |        | 50,300             | 22,300          |          |
| Changes from Operating Activities | -                  |        | 42,225             |        | 12,400             | 29,825          |          |
| Net Cash Flows                    | 171,650            |        | 35,025             |        | 88,200             | (53,175)        |          |
| Beginning Cash                    | 1,669,000          |        | 1,840,650          |        | 1,765,000          | 75,650          |          |
| <b>ENDING CASH</b>                | <b>\$1,840,650</b> |        | <b>\$1,875,675</b> |        | <b>\$1,853,200</b> | <b>\$22,475</b> |          |

# FY17 ACTION ITEMS & THREE-YEAR ROADMAP

The roadmap illustrates alignment of annual goals to GPEC's FY17-19 Strategic Plan. In FY17, annual goals focus on building the foundation for optimized analytics-driven business attraction and expansion, intensifying the foreign direct investment efforts, and coordinating and unifying regional strategies for attracting and retaining the next generation of talent.

| STRATEGIC GOALS                                                                                           | Annual Goals                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                           | FY17                                                                                                                                                                    | FY18                                                                                                                                                    | FY19                                                                                                                                                    |
| 1. Attract more scalable enterprises in advanced industries                                               | Intensify out-bound recruitment efforts in California and other key markets through increased direct attraction                                                         | Begin transitioning business attraction to analytics-driven model, increasing directly sourced prospects aligned with advanced industry objectives      | Fully implement and scale targeted and analytics-driven business attraction model                                                                       |
| 2. Brand the region as a location of choice for Foreign Direct Investment                                 | Develop regional FDI plan including aftercare program                                                                                                                   | Implement regional FDI plan and aftercare program                                                                                                       | Accelerate FDI program and integrate aftercare program into regional business retention and expansion efforts                                           |
| 3. Partner with cities and towns to enhance local and regional infrastructure and community preparedness  | Initiate analysis, case building, and strategic planning with communities and integrate talent attraction and community preparedness into the high impact district work | Continue to support build out of high impact districts                                                                                                  | Continue to support build out of high impact districts                                                                                                  |
| 4. Engage federal and state policymakers on new economic development and competitiveness concepts         | Advance FY16 competitiveness priorities through regional collaboration                                                                                                  | Advance competitiveness priorities through regional collaboration                                                                                       | Advance competitiveness priorities through regional collaboration                                                                                       |
| 5. Lead regional effort to advance coordinated workforce development system that satisfies industry needs | Identify critical skills needs by industry and promote meaningful employer engagement with regional workforce development initiatives                                   | Advocate for coordinated and industry-driven regional workforce development system with emphasis on career pathways for middle and high-skilled workers | Advocate for coordinated and industry-driven regional workforce development system with emphasis on career pathways for middle and high-skilled workers |

# FY17 ACTION ITEMS & MILESTONES

01

## INTENSIFY OUT-BOUND RECRUITMENT EFFORTS IN CALIFORNIA AND OTHER KEY MARKETS

GPEC will focus on implementing business development approaches that generate directly sourced prospects and maximize the capabilities of digital media and analytics.

- Implement digital marketing and business development campaigns to increase directly sourced qualified prospects
- Implement the Corporate 100 Program to seek out and engage companies that are poised to grow and expand, and are aligned with the region's assets and clusters
- Conduct domestic and international out-bound business recruitment activities, including attending targeted conferences and sales missions
- Refine an analytics-driven model for business attraction
- Enhance a multiplier approach by leveraging GPEC stakeholders with domestic and international presences and connections
- Host national site selection consultants and CEOs to showcase the region, leveraging national sporting events, spring training, and other high-profile opportunities
- Respond to and manage prospect inquiries and coordinate regional responses to close deals

## MEASURES & MILESTONES

- 45% of prospects sourced through direct prospect generation
- Development of a refined analytics-driven business attraction model
- Increased share of advanced industry jobs in targeted sectors
- Establishment of a baseline to measure web leads from digital campaigns

02

## DEVELOP A REGIONAL FOREIGN DIRECT INVESTMENT (FDI) PLAN, INCLUDING AN AFTERCARE PROGRAM

A successful FDI plan will drive the region's long-term global brand and attract more quality international investment into the region.

- Develop a cohesive regional FDI plan as part of the Global Cities Initiative, a joint-project of the Brookings Institution and JPMorgan Chase
- Work with a core team of public and private-sector leaders in analyzing the region's assets and opportunities and developing FDI strategies. The GPEC International Leadership Council will provide oversight and engagement with globally oriented organizations and companies
- Design and begin implementing an FDI aftercare program to support foreign-owned firms transitioning to the region

## MEASURES & MILESTONES

- Completion of a regional FDI plan aligned with the state's international strategy
- Creation of a FDI aftercare program
- Increased number of international executives on the GPEC International Leadership Council
- New collateral aligned with the FDI plan

03

**INITIATE ANALYSIS, CASE BUILDING AND STRATEGIC PLANNING WITH COMMUNITIES AROUND TALENT RETENTION AND ATTRACTION AND COMMUNITY PREPAREDNESS INITIATIVES**

Through strategic planning with communities, GPEC will provide the analysis necessary to support community readiness for new investments and long-term sustainable growth.

- Develop and distribute analysis of current employment centers and identify best practices and development tools
- Launch collaborative effort with cities, and private-sector stakeholders to build more robust employment centers through GPEC’s Community Partnership Program
- Initiate opportunities for strategic planning, such as infrastructure development for smart cities and high impact districts
- Market high impact districts to retain and attract talent

**MEASURES & MILESTONES**

- Community Partnership meetings with elected officials and leaders in 100% of GPEC’s communities
- Incorporation of high impact district concepts in communities’ long-range and strategic plans
- Implementation of a brand campaign around high impact districts
- High level of stakeholder satisfaction

04

**ADVANCE COMPETITIVENESS PRIORITIES THROUGH REGIONAL COLLABORATION**

In championing the region’s competitiveness, GPEC will be collaborative and analytics-driven with a focus on issues that directly impact economic development.

- Continue to advance the top three competitiveness priorities established by the GPEC Competitiveness Council:
  - » Work with the governor’s office on policy solutions for return-driven economic development tools
  - » Collaborate with business leaders to increase educational attainment goals
  - » Co-lead with Velocity on a project to establish a center for manufacturing technology
- Analyze the region’s competitive position for advanced industry jobs, exports, innovation, and other critical factors that impact the region’s economic growth
- Coordinate and collaborate with the Arizona Commerce Authority, the Arizona Chamber of Commerce, and other organizations to advance effective economic development policies

**MEASURES & MILESTONES**

- Modernization of state and local economic development programs
- Advancement of Tax Allocation District policy
- Launch of an Advanced Manufacturing Technology Center
- Enhanced local media coverage of regional competitiveness issues

## IN COLLABORATION WITH VELOCITY, SUPPORT WORKFORCE DEVELOPMENT EFFORTS THAT ALIGN WITH INDUSTRY NEEDS FOR TALENT AND WORKFORCE.

GPEC will work with Velocity and other partners in workforce development to ensure that the region's companies are able to retain and attract the required talent today; and the programs and collaborations are put in place to ensure a skilled workforce for the future.

- Advocate for a cohesive talent optimization strategy
- Support Velocity through data and analytics as it works with various workforce development initiatives in addressing critical skills needs of advanced industries
- Work with GPEC-assisted locates and other key employers as appropriate to facilitate employer engagement with regional workforce development initiatives, leading to internships, hiring programs, and career pathways for middle and high-skilled workers

## MEASURES & MILESTONES

- Alignment of workforce development initiatives across the region
- Development of marketing collateral that promotes workforce development programs in the region
- Implementation of talent optimization platform



# STAKEHOLDER ENGAGEMENT

## LEADERSHIP COUNCILS AND ADVISORY GROUPS

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



### COMPETITIVENESS COUNCIL

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



### GPEC NEXT LEADERSHIP COUNCIL

Advises GPEC leadership and the board on the development of the strategic plan, annual action plan and metrics and the Washington, D.C. Executive Mission.



### MAYORS AND SUPERVISORS COUNCIL

Convenes mayors of GPEC communities and County supervisors for regular updates on strategic initiatives.



### ECONOMIC DEVELOPMENT DIRECTORS TEAM

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



### COMMUNITY BUILDING CONSORTIUM\*

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



### HEALTHCARE LEADERSHIP COUNCIL

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



### INTERNATIONAL LEADERSHIP COUNCIL

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



# STAKEHOLDER ENGAGEMENT

## GOVERNANCE



### BOARD OF DIRECTORS

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



### EXECUTIVE COMMITTEE

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



## BOARD-LEVEL COMMITTEES



### PERFORMANCE COMMITTEE

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



### AUDIT COMMITTEE

Assesses internal controls and oversees auditors and the annual audit.



### NOMINATING COMMITTEE

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



### FINANCE COMMITTEE

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



## AMBASSADORS

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

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



### CERTIFIED AMBASSADORS

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



### AMBASSADOR STEERING COMMITTEE

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

# GPEC STAKEHOLDERS

## MEMBER COMMUNITIES

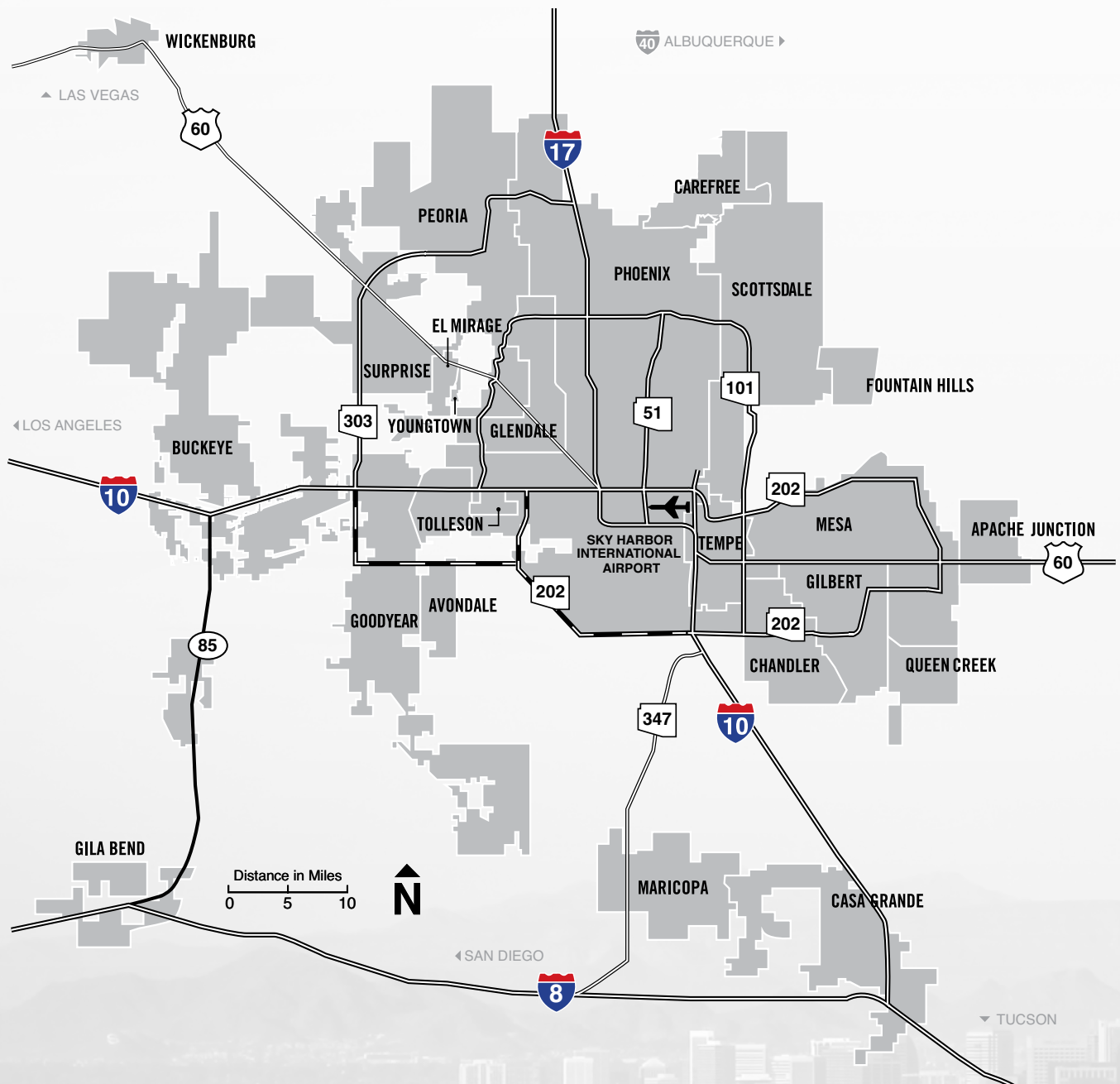
Maricopa County  
Apache Junction  
Avondale  
Buckeye  
Carefree

Casa Grande  
Chandler  
El Mirage  
Fountain Hills  
Gila Bend

Gilbert  
Glendale  
Goodyear  
Maricopa  
Mesa

Peoria  
Phoenix  
Queen Creek  
Scottsdale  
Surprise

Tempe  
Tolleson  
Wickenburg  
Youngtown



## CHAIRMAN'S COUNCIL



## CORPORATE COUNCIL



## EXECUTIVE COUNCIL



## DIRECTORS' COUNCIL

|                          |                                     |                             |                    |                       |
|--------------------------|-------------------------------------|-----------------------------|--------------------|-----------------------|
| Alliance Bank of Arizona | Cancer Treatment Centers of America | Goodwill of Central Arizona | Mayo Clinic        | Polsinelli PC         |
| American Airlines        | Dignity Health                      | Grand Canyon University     | MidFirst Bank      | Quarles & Brady       |
| Arizona Cardinals        | DMB Associates                      | Intel Corporation           | Mortenson          | RED Development       |
| Arizona Diamondbacks     | Empire Southwest                    | Kitchell                    | Northern Trust     | Republic Media        |
| Bank of America          | Ernst & Young                       | Knight Transportation       | OH Partners        | Squire Patton Boggs   |
| Banner Health            | Freeport McMoRan                    | Maracay Homes               | Parkway Properties | University of Phoenix |
| BBVA Compass             | Copper & Gold                       |                             | Phoenix Suns       | Valley Metro          |

## LEADERSHIP COUNCIL

|                                   |                               |                             |                             |                             |
|-----------------------------------|-------------------------------|-----------------------------|-----------------------------|-----------------------------|
| Aetna                             | Colliers International        | Honeywell                   | On Q Financial              | Transwestern                |
| Alexander Building Company        | Crescent Crown Distributing   | Infusionsoft                | Opus Development Company    | Commercial Services         |
| Atmosphere Commercial Interiors   | Cushman & Wakefield           | JE Dunn Construction        | Phoenix Children's Hospital | Tratt Properties            |
| BDO                               | D.L. Withers Construction     | Jones Lang LaSalle          | Renaissance Companies       | TriWest Healthcare Alliance |
| Blue Cross Blue Shield of Arizona | Daedalus Real Estate Advisors | Kutak Rock                  | Ryan Companies              | TruPath                     |
| BMO Harris Bank                   | Deloitte                      | Layton Construction         | Savills-Studley             | Turner Construction         |
| Bryan Cave                        | Deutsch Architecture Group    | Lee & Associates            | Siemens                     | University of Arizona       |
| Brycon Construction               | El Dorado Holdings            | Lewis Roca Rothgerber       | Skanska USA Building        | USAA                        |
| Caliente Construction             | Gammage & Burnham             | LGE Design                  | SmithGroup                  | ViaWest Group               |
| Canyon State Credit Union         | Goodmans Interior Structures  | Liberty Property Trust      | Snell & Wilmer              | Ware MacLomb                |
| CBRE                              | Google                        | M+W Group                   | Southwest Gas Corporation   | Waste Management            |
| Celgene Corporation               | Green Loop Solutions          | Meritage Homes              | Southwest Airlines          | Weitz Company               |
| CenturyLink                       | Hensley                       | Nationwide Realty Investors | Sunbelt Holdings            | Wespac Construction         |
| Chanen Development Co.            | Hines                         | Newmark Grubb Knight Frank  | The Plaza Companies         | Willmeng Construction       |
|                                   |                               | Okland Construction         |                             | Wist Office Products        |
|                                   |                               |                             |                             | Wood, Patel & Associates    |

## AMBASSADOR COUNCIL

|                              |                               |                            |                            |                            |
|------------------------------|-------------------------------|----------------------------|----------------------------|----------------------------|
| 3rd Story Architecture       | BNSF                          | Corporate Interior Systems | Jennings, Strouss & Salmon | Osborn Maledon             |
| AAA Arizona                  | Bristol Global Mobility       | CoStar Group               | Johnson Carlier            | Resolution Copper Mining   |
| Air Products & Chemicals     | Bury                          | Dibble Engineering         | Keyser                     | SPS + Architects           |
| Archicon L.C. Architecture   | Cenlar                        | Dircks Moving & Logistics  | KTAR                       | St. Clair Technologies     |
| Arizona Business Bank        | Central Arizona Commerce Park | DIRTT                      | Landmark Companies         | Sunstate Equipment Company |
| Arizona Community Foundation | CKS Advisors                  | Fervor Creative            | Macerich                   | Ultimate Staffing Services |
| Avnet                        | Clark Hill PLC                | Holualoa Companies         | Merit Partners             |                            |
| Balfour Beatty Construction  | Coe & Van Loo Consultants     | Humana                     | Midwestern University      |                            |
|                              | CORE Construction             | IRIS USA                   | MSS Technologies           |                            |
|                              |                               |                            | NRG Thermal                |                            |



2 N. Central Ave.  
Suite 2500  
Phoenix, AZ 85004  
602.256.7700  
**[gpec.org](http://gpec.org)**

**EXHIBIT B**  
GPEC PERFORMANCE MEASURES  
FY 2017

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

|                                                       |                 |
|-------------------------------------------------------|-----------------|
| <b>1. Payroll Generated</b>                           | <b>\$305.1M</b> |
| <b>2. Total Number of Jobs Created</b>                | <b>6,556</b>    |
| <b>3. Total Number of High-Wage Jobs<sup>1</sup></b>  | <b>2,491</b>    |
| <b>4. Average High-Wage Salary</b>                    | <b>\$51,827</b> |
| <b>5. GPEC Assists<sup>2</sup></b>                    | <b>10</b>       |
| <b>6. Number of Qualified Prospects</b>               | <b>229</b>      |
| <b>7. Number of Qualified International Prospects</b> | <b>38</b>       |

**Footnotes:**

1. High Wage Jobs: High wage jobs are those that are over 125% of the Maricopa County Median Wage (currently \$44,060).
2. GPEC Assist: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size, for example; and would otherwise be listed as “non-reported locates.” This replaces the Emerging Tech Assist metric from previous reports to better capture GPEC activities.

# **EXHIBIT C**

## **TARGETED INDUSTRIES**

### **FY2017**

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2017, GPEC will continue its emphasis on the following: Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

Member communities will target the following:

#### **Apache Junction**

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

#### **Avondale**

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

#### **Buckeye**

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

#### **Casa Grande**

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

#### **Chandler**

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

#### **El Mirage**

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

#### **Fountain Hills**

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

#### **Gila Bend**

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

#### **Gilbert**

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

**Glendale**

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

**Goodyear**

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

**Maricopa (City)**

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

**Mesa**

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

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

**Peoria**

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

**Phoenix**

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

**Queen Creek**

Agritainment/Agribusiness; Healthcare and Biotechnology; Higher Education; Software and Information Technology; Manufacturing

**Scottsdale**

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

**Surprise**

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

**Tempe**

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

**Tolleson**

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

**Wickenburg**

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

**Youngtown**

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

# EXHIBIT D

FY 2017

## REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

### **BUSINESS ATTRACTION PERFORMANCE METRICS:**

GPEC Progress Toward Goals

| Targeted Opportunities                   | Annual Contract<br>Goal | Actual<br>YTD | Goal<br>YTD | % of<br>Goal YTD |
|------------------------------------------|-------------------------|---------------|-------------|------------------|
| <b>PAYROLL GENERATED (MILLIONS)</b>      |                         |               |             |                  |
| <b>NUMBER OF JOBS</b>                    |                         |               |             |                  |
| <b>NUMBER OF HIGH-WAGE JOBS</b>          |                         |               |             |                  |
| <b>AVERAGE HIGH WAGE SALARY</b>          |                         |               |             |                  |
| <b>QUALIFIED PROSPECTS</b>               |                         |               |             |                  |
| <b>QUALIFIED INTERNATIONAL PROSPECTS</b> |                         |               |             |                  |
| <b>GPEC ASSISTS</b>                      |                         |               |             |                  |

### **KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES**

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

# EXHIBIT E

## INSURANCE REQUIREMENTS

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

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

**1. Commercial General Liability - Occurrence Form**

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

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

|                                                                           |             |
|---------------------------------------------------------------------------|-------------|
| Bodily Injury and Property Damage –<br>Combined Single Limit Per Accident | \$1,000,000 |
|---------------------------------------------------------------------------|-------------|

**3. Workers' Compensation and Employers' Liability**

|                       |                                   |
|-----------------------|-----------------------------------|
| Workers' Compensation | Statutory                         |
| Employers' Liability  | \$100,000/\$100,000/<br>\$500,000 |

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

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

**1. Commercial General Liability**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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Council Meeting Date: June 7, 2016

Contact Person: Lindsey Duncan, Finance Director

Submitting Department:

District: Citywide

Staff Recommendations: None

---

Consent

Regular

Public Hearing

Report/Discussion

---

**Agenda Wording:**

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.

---

**Motion:**

I move to approve Resolution # 2016-90.

---

**Background:**

On May 4, 2016, the City Council adopted by Resolution # 2016-67 the tentative budget for FY2017. In addition, the Resolution set the public hearing on the proposed FY2017 expenditures and tax levy for June 7, 2015. This date should have been June 7, 2016. Subsequent publication of the public hearing date was listed as June 6, 2016. In light of these two errors, this action will amend Resolution # 2016-67 and set the public hearing for June 21, 2016, and reset the publication timeframes for the truth in taxation statement and tentative budget.

---

**Objective Analysis:**

By resetting the date of the public hearing to June 21, 2016, the adoption of the final budget and property tax levy will meet the state statutes regarding notice and publication requirements. The revised date will be two weeks after originally discussed by the City Council throughout the budget process.

---

**Policy Compliant:**

This action is compliant with City policy and Arizona Revised Statutes.

---

**Financial Impact:**

The financial impact of this action will be approximately \$500 for the cost of an additional publication of the truth in taxation statement and tentative budget.

---

**Budget Impact:**

There is no additional budget impact associated with this item.

---

**FTE Impact:**

No impact to the full time equivalents results from this item.

---

**ATTACHMENTS:**

Click to download

☐ [Resolution 2016-90](#)

---

## **RESOLUTION # 2016-90**

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE ARIZONA AMENDING RESOLUTION # 2016-67 BY SETTING THE DATE OF THE PUBLIC HEARING ON PROPOSED EXPENDITURES AND TAX LEVY FOR FISCAL YEAR 2017 FOR JUNE 21, 2016 AT 6:00 P.M.**

**WHEREAS**, on May 4, 2016, the City Council adopted Resolution # 2016-67 which set the public hearing for fiscal year 2017 proposed expenditures and tax levy on June 7, 2015;

**WHEREAS**, the Notice of the "Truth in Taxation" hearing, which pursuant to A.R.S. § 42-17104(B) may be combined with the public hearing on proposed expenditures and tax levy, was erroneously published to indicate that the hearing would be held on June 6, 2016;

**WHEREAS**, to comply with notice and publishing requirements, this error necessitates that the combined public hearing be re-scheduled for June 21, 2016; and

**WHEREAS**, out of an abundance of caution, it is desirable to amend the previous Resolution # 2016-67 of City Council to reflect this change in the public hearing date;

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

**Section 1.** Resolution # 2016-67 is hereby amended to reflect that the public hearing shall be held beginning at or after 6:00 p.m. on June 21, 2016, at the Surprise City Council Chambers, 16000 N. Civic Center Plaza, Surprise, Arizona 85374, at which any taxpayer may appear and be heard in favor of or against any proposed expenditure or tax levy.

**Section 2.** In accordance with the amended resolution, staff is directed to republish any and all notices with the public hearing date of June 21, 2016, as may be necessary to comply with state law.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry A. Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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

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|                        |              |                 |                                    |
|------------------------|--------------|-----------------|------------------------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Karl Zook, Public Works Department |
| Submitting Department: |              | District:       | Citywide                           |
| Staff Recommendations: | None         |                 |                                    |

---

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

---

**Agenda Wording:**

Presentation and discussion pertaining to Transportation Gaps, an overview of needed infrastructure improvements.

---

**Motion:**

Item is for presentation and discussion only.

---

**Background:**

At a previous Council meeting, Council requested a presentation/discussion on transportation gaps in our roadway system. This presentation will provide an overview of needed infrastructure improvements.

---

**Objective Analysis:**

This item is for information only.

---

**Policy Compliant:**

This presentation is consistent with Council policy and practice regarding communication with the public.

---

**Financial Impact:**

None at this time; however, topics discussed in this item could lead to future actions which may have a fiscal impact on city operations.

---

**Budget Impact:**

None at this time; however, topics discussed will help guide transportation and capital improvement plan decisions which will have an impact on future budgets.

---

**FTE Impact:**

The number of full time equivalents (FTE) is not impacted by this item.

---

**ATTACHMENTS:**

**Click to download**

No Attachments Available

---



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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

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|                        |              |                 |                                                |
|------------------------|--------------|-----------------|------------------------------------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Terry Lowe, Water Resource Management Director |
| Submitting Department: |              | District:       | Internal                                       |
| Staff Recommendations: | None         |                 |                                                |

---

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

---

**Agenda Wording:**

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.

---

**Motion:**

I move to approve Resolution 2016-51.

---

**Background:**

NMID established their GSF as a means to utilize surface water in their service area offsetting the need to pump groundwater. The City can utilize this GSF as a means to place its CAP water allocation offsetting the costs required to pay CAP to recharge in CAP's recharge facilities. The City will still continue to received Long Term Storage Credits by recharging with NMID.

---

**Objective Analysis:**

Pro: By having the ability to recharge its CAP with NMID, Surprise is able to reduce the recharge expenses it would have to pay by recharging in a CAP recharge facility.

Con: Surprise will not continue to pay CAP to recharge its CAP allocation.

---

**Policy Compliant:**

This IGA is consistent with the recently adopted Water Management Policies.

---

**Financial Impact:**

By entering into this agreement with NMID, the City would avoid annual CAP underground storage charges of approximately \$10/AF for 2016. In addition, the expected savings from annual CAP storage charges, NMID will pay the City for waters delivered to their service area to offset their groundwater usage. The actual amount of savings and revenue generated is dependent on the amount of water delivered to NMID.

---

**Budget Impact:**

The FY2016 budget includes a total of \$1.7 million for delivery and recharge of the City's CAP water allotment that is used for groundwater recharge.

---

**FTE Impact:**

This item does not change the full time equivalent count.

---

**ATTACHMENTS:**

Click to download

- ☐ [16.05.23 Final IGA Agreement COS Magma MS](#)
  - ☐ [Res 2016-51 IGA NMID GSF-final](#)
-

# **INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE ARIZONA AND NEW MAGMA IRRIGATION & DRAINAGE DISTRICT FOR GROUND WATER STORAGE**

## **I. PARTIES**

1. The Parties to this Groundwater Savings Facility Storage Agreement ("Agreement") are the NEW MAGMA IRRIGATION & DRAINAGE DISTRICT ("NMID") and the CITY OF SURPRISE ("CITY"). MWD and CITY are at times collectively hereinafter referred to as the "Parties" and each is referred to as a "Party."

NMID is a political subdivision of the State of Arizona formed pursuant to A.R.S. § 48-2901 *et seq.* and is authorized to enter into this Agreement pursuant to A.R.S. § 11-952, 48-2901, and 48-2978.

2. CITY is a political subdivision of the State of Arizona formed pursuant to Arizona Constitution, Article 13, & 2, and is authorized to enter into this Agreement pursuant to A.R.S. § 11-952, and A.R.S. § 9-240 and 9-511.

## **II. RECITALS**

1. The purpose of this Agreement is to provide for CITY's annual storage of up to 10,000 acre feet of Central Arizona Project ("CAP") water at NMID's Groundwater Savings Facility to maximize and enhance the delivery and use of CAP water, and to minimize NMID's use of groundwater instead of In-Lieu water, as defined by A.R.S. §45-802.01.
2. The Parties acknowledge that this Agreement is subject to CITY's other agreements which entitle CITY to receive the delivery of CAP water, including without limitation, the "United States Department of the Interior Bureau of Reclamation, Subcontract among the United States, the Central Arizona Water Conservation District, and the City of Surprise providing for Water Service Central Arizona Project."

### **III. DEFINITIONS**

1. "ADWR" shall mean the Arizona Department of Water Resources.
2. "ADWR Review process" shall mean NMID's actions taken in attempt to overturn any ADWR adverse determination that Long-Term Storage Credits should not be awarded to CITY, because NMID had violated the GSF permit. CITY shall grant NMID the time necessary for NMID to appeal any adverse determination affecting CITY's receipt of Long-Term Storage Credits to the appropriate ADWR staff member or to the ADWR director; to complete an ADWR administrative hearing; and/or, to complete any legal action the City in its sole discretion deems necessary against ADWR seeking to overturn ADWR's decision to deny Long-Term Storage Credits to CITY.
3. "CAP" shall mean the Central Arizona Project, a federally authorized reclamation project owned by the United States and operated by the Central Arizona Water Conservation District.
4. "CAWCD" shall mean the Central Arizona Water Conservation District, a multi-county special district created under Title 48, Arizona Revised Statutes.
5. "CITY Water" shall mean CAP water to be made available to NMID under this Agreement for use on a gallon-for-gallon substitute basis, directly in-lieu of groundwater that NMID would otherwise obtain from the Phoenix Active Management Area.
6. "GSF Permit" shall mean the ADWR Groundwater Savings Facility Permit issued to NMID to wit, Permit Number 72-534888.0006, including any amendments or modifications thereto or renewal thereof, authorizing approximately 54,000 acre feet of groundwater pumping to be substituted within the NMID Facility on an acre-foot for acre-foot basis by the receipt of In-Lieu Water for use in the NMID Facility.
7. "NMID Contribution" is the amount paid to CITY for Water under section 9 (Price of Stored Water) of this Agreement.
8. "NMID Facility" is a storage facility as defined in A.R.S. § 45-802.01(18) and for this Agreement it shall mean the groundwater savings facility NMID is permitted to operate under the GSF Permit.
9. "Party" or "Parties" shall mean either one, or in the plural, both of the parties to this Agreement.

10. "Water Storage Permit" is defined in A.R.S. § 45-802.01(24) and for this Agreement it shall mean the ADWR water storage permit issued to CITY authorizing the storage of CITY Water at the NMID Facility.

11. The following terms shall have the meanings ascribed to them by A.R.S. § 45-802.01:

"Aquifer", "In-Lieu Water", "Recipient", "Storage Amount" and "Stored Water".

#### **IV. EFFECTIVE DATE**

1. This Agreement shall be effective as of January 1, 2016 when fully executed by both Parties.

#### **V. TERM, RENEWAL AND CANCELLATION**

1. The initial term of this Agreement shall expire on December 31, 2016 but shall automatically renew for successive terms of one year thereafter, unless either Party delivers to the other Party written notice of the cancellation of this Agreement, not less than ninety (90) days prior to the expiration of the then current term. Such termination shall be effective at the end of the then current term unless otherwise agreed to in writing by both Parties.

This Agreement may also be terminated for any of the following reasons:

2. If ADWR notifies CITY that it will not earn Long-Term Storage Credits for Water delivered to the NMID Facility because ADWR determined that NMID violated the terms and conditions of the GSF Permit, then CITY may terminate this Agreement, which termination shall be effective fifteen (15) days after mailing written notice of termination to NMID.

3. Upon mutual written agreement of the Parties.

4. In accordance with the provisions of A.R.S. § 38-511.

5. Termination of this Agreement shall not relieve either Party of an obligation to accept deliveries of Water that had been scheduled with CAWCD in accordance with this Agreement prior to notice of termination, or to make payments due for deliveries made pursuant to this Agreement. This provision shall not limit the Parties' right to mutually agree to reduce or discontinue deliveries in accordance with the terms of this Agreement.

6. The Parties' right under this Agreement to collect any monies owed and to indemnification under this Agreement shall survive the termination of this Agreement.

## **VI. CONDITIONS PRECEDENT TO DELIVERY**

The delivery and use of water under this Agreement is conditioned on the following and the Parties agree that:

1. NMID, at its expense, will maintain the GSF Permit and operate the NMID Facility in accordance with the GSF Permit, including without limitation, filing annual reports with the ADWR required to maintain the GSF Permit and paying groundwater withdrawal fees to ADWR pursuant to A.R.S. § 45-873.01.
2. CITY, at its expense, shall obtain and comply with Water Storage Permit maintenance requirements, including without limitation, filing annual reports with ADWR and paying any long-term storage credit recovery fees collectible pursuant to A.R.S. § 45-874.01.A.
3. Each Party shall cooperate and provide the other Party with information required to either obtain or maintain the GSF Permit or the Water Storage Permit respectively.
4. CITY, shall annually determine, at its sole discretion, whether Water is available to deliver to NMID under this Agreement, which determination is subject to the right to discontinue deliveries as set forth in this Agreement.
5. All NMID Water use shall be consistent with all applicable Arizona and federal laws and any agreement under which NMID receives such Water and shall be used only at the NMID Facility on a gallon-for-gallon substitute basis directly in lieu of groundwater that NMID otherwise would have pumped from the Phoenix Active Management Area.
6. NMID's use of Water at the NMID Facility shall at all times comply with the GSF Permit's plan of operation as required pursuant to A.R.S. § 45-812.01. If the GSF Permit for the NMID Facility is suspended, cancelled, or expires for any reason, NMID shall immediately notify CITY, and deliveries of CITY Water to NMID may, at CITY's option, be discontinued immediately.

## **VII. SCHEDULING OF DELIVERIES**

1. On or before August 1 of each year, CITY shall notify NMID in writing of the amount of Water that will be made available for NMID's use to be stored in the NMID Facility during the following year.
2. NMID shall determine its annual monthly requirements for CITY Water use, and provide CITY with a monthly water delivery schedule on or before September 30 of each year. The Parties agree that such monthly water delivery schedule is an estimate of how NMID may schedule the Water use during the following year.
3. Upon receipt of NMID's water delivery schedule on or before September 30 of each year, CITY shall submit an order to CAWCD for CAP water (the "CAP Water Order") in an amount equal to the quantity of Water that NMID has agreed to use as In-Lieu Water during the following year. CITY shall submit a monthly water delivery schedule to CAWCD as part of its CAP Water Order.
4. CITY shall authorize NMID to order Water for delivery to the NMID Facility directly from CAWCD. The amounts, times, and rates of delivery of Water to NMID during any month shall be determined by NMID, but cumulatively shall not exceed the amounts otherwise established by this section for any calendar year.

## **VIII. REDUCTION OR DISCONTINUATION OF DELIVERIES**

CITY may reduce or discontinue deliveries of Water to NMID under this Agreement in one or more of the following events:

1. ADWR notifies CITY that, after NMID had unsuccessfully concluded an ADWR Review Process, and had exhausted all other legal remedies, NMID had violated the GSF Permit or NMID Facility plan of operation resulting in ADWR not awarding Long-Term Storage Credits to CITY.
2. CITY is informed by the entity supplying water that the amount of Water either has been, or will be reduced; and as a result, in its sole discretion determines deliveries of water under this Agreement must be reduced or discontinued.
3. During any period when NMID fails to timely pay for water as provided for under this Agreement until payment is received.

4. CITY shall provide NMID with no less than fifteen (15) days written notice prior to any reduction or discontinuance of Water Deliveries, except where such notice is impracticable, and then CITY shall provide such notice as soon as practical.

## **IX. COST OF WATER**

1. The Parties agree that, subject to the provisions of this section, NMID's share of the cost of water delivered to NMID under this Agreement shall be Twenty-Dollars (\$20.00) per acre-foot for 2016 and for each year thereafter, unless the Parties' Authorized Representatives mutually agree on a different cost per acre foot.
2. On or before the twentieth (20<sup>th</sup>) day of each month, NMID shall pay to CITY NMID's share of the cost of Water delivered to NMID under this Agreement during the preceding month. NMID shall provide CITY with a copy of the monthly "CAP Water Use Accounting Report" and a transmittal letter documenting the calculation of the monthly NMID Contribution.
3. Should ADWR determine that Water used by NMID pursuant to this Agreement was ineligible for stored water credit due to any action or inaction of NMID, then NMID shall pay to CITY all charges paid to CAWCD, or to another third-party, for water delivered to the NMID Facility for which CITY did not accrue Long-Term Storage Credits, less any amount NMID previously paid. Such payment shall be made within ninety (90) days of written notification to NMID of the ADWR's final decision to deny Long-Term Storage Credits.
4. CITY may, at its sole discretion, make direct payment of NMWD's Contribution to a CITY Consultant, provided that such action is first approved in writing and signed by the CITY Manager and Water Resource Management Director.
5. If NMID fails or refuses to pay the CITY for the monthly NMID Contribution, CITY may, after providing NMID fifteen (15) day written notice, suspend delivery of CITY CAP Water to NMID until the payment has been received as provided herein-above.

## **X. NO ALLOCATION OF WATER OR JOINT ENTERPRISE**

1. Nothing in this Agreement shall be construed as requiring CITY to provide water to NMID in any year; and, nothing in this Agreement shall be construed as requiring NMID to accept deliveries of water in any year except that NMID agrees to accept deliveries of Water made and accepted by CAWCD pursuant to section 7 (Scheduling of Deliveries).

2. Each Party shall separately budget such funds as it deems will be necessary to comply with each of the duties and obligations set forth in this Agreement.
3. No partnership, joint enterprise, agency or jointly owned property shall be created by this Agreement, and each Party shall retain its property upon termination of this Agreement.

#### **XI. NO WARRANTY AS TO WATER QUALITY**

1. Neither Party guarantees the quality of water delivered, received, or used pursuant to this Agreement.
2. Each Party waives its right to make a claim against the other Party for the effect on the quality of surface or underground water as a result of this Agreement, unless such effect on water quality is the result of such other Party's negligent or wrongful action or inaction.

#### **XII. RECOVERY, SALE, OR TRANSFER OF STORED WATER AND CREDITS**

1. Any recovery by CITY of annual or Long-Term Storage Credits earned as a result of storage at the NMID Facility under this Agreement will be within service area.
2. CITY shall have the right to sell, transfer, gift, lease, exchange or assign any annual or Long-Term Storage Credits as a result of this Agreement to the fullest extent allowed by law; provided, however, CITY shall include a restriction that precludes the recipient, its successors, heirs, and assigns from recovering such credits from any lands within the boundaries of NMID unless agreed upon by NMID.

#### **XIII. DELIVERY OF WATER**

1. Water furnished to NMID pursuant to this Agreement shall be delivered to NMID at such delivery point(s) that have been approved by NMID and CAWCD.
2. All water delivered to NMID from the CAP system shall be measured with equipment furnished, operated, and maintained by CAWCD. Upon the request of NMID or CITY the accuracy of such measurements shall be investigated by CAWCD and NMID; and, any errors which are mutually determined to have occurred therein shall be adjusted. However, in the event that CAWCD and NMID cannot agree on the required adjustment, CAWCD's determination shall be controlling.

3. The Parties understand and agree that CAP water deliveries scheduled under this Agreement are subject to temporary interruption due to investigation, inspection, construction, testing, maintenance, repair or replacement of the CAP Water Facilities. The Parties also understand agree that CAP water deliveries scheduled under this Agreement are subject to temporary interruption by CAWCD, due to insufficient water supplies or inadequate delivery capacity as is necessary to deliver water throughout the CAP system.

#### **XIV. BOOKS AND RECORDS**

1. NMID shall establish and maintain accounts and other books and records pertaining to the administration of this Agreement including NMID's water supply and water use data.
2. Reports thereon shall be timely furnished upon request within 30 days. Reports are subject to applicable federal and state laws and regulations, each party to this Agreement shall have the right during office hours to examine and make copies of each other Party's books and records relating to matters covered by this Agreement.

#### **XV. AUTHORIZED REPRESENTATIVES; NOTICES.**

1. The individuals named below are authorized and directed to act as the designated representatives for the respective Parties and shall serve as a primary contact person for such Party ("Authorized Representative").

If to CITY:

Bob Wingenroth, City Manager  
CITY OF SURPRISE  
16000 N. Civic Center Plaza  
Surprise, AZ 85374  
(623) 222-1335

With a Copy to:

Robert Wingo, City Attorney  
CITY OF SURPRISE  
16000 N. Civic Center Plaza  
Surprise, AZ 85374  
(623) 222-1120

If to NMID:

Bill Van Allen, Manager  
New Magma Irrigation & Drainage District  
34360 North Schnepf Road  
Queen Creek, AZ 85242  
(602) 987-3461

2. Any notice, demand, or request authorized or required by this Agreement shall be in writing and shall be deemed to have been duly given if mailed, via certified mail, return receipt requested, or personally delivered to the Parties as set forth

above. The designation of the addressee or the address may be changed by notice given in the same manner as provided for in this Section.

3. The Parties' Authorized Representatives are generally duty bound and therefore authorized to take whatever actions are reasonable and necessary to perform this Agreement. Without limiting that general authority, the Authorized Representatives are also hereby specifically authorized and directed to approve the water account and adjustments of accounts which may be necessary to implement this Agreement.
4. The Authorized Representatives may be replaced at the will of the Party they represent and such replacements shall be effective when written notice of replacement is received by the other Party. Neither of the Authorized Representatives shall have authority to unilaterally amend the Agreement. Any understanding or agreement reached by the Authorized Representatives in the performance of their duties under this Agreement shall be in writing and signed by each of them. The Authorized Representatives may delegate all or a portion of their respective duties under this Agreement, provided that such delegation must be evidenced in writing and delivered to the other Party to be effective and may be revoked at any time by the Authorized Representative or the Party's governing body by providing written notice thereof.

#### **XVI. ASSIGNMENT**

1. The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Agreement or any interest therein shall be valid unless and until approved in writing by both Parties, however, CITY may assign its annual and Long-Term Storage Credits.

#### **XVII. INDEMNIFICATION**

1. Each Party (indemnitor) to this Agreement shall indemnify and hold harmless the other Party (indemnatee) and its governing bodies, agents, directors, officers, and employees from any loss, damage, or liability, including reasonable attorneys' fees, caused by negligent or wrongful action or inaction on the part of the indemnitor and its governing bodies, agents, directors, officers, and employees, including without limitation, claims for bodily injury, illness, death, or damage to property. Each Party shall assume liability for its own negligent or wrongful action or inaction.
2. NMID shall hold CITY harmless on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of water by NMID beyond NMID's CAP delivery point. CITY shall not be liable for any CAWCD or NMID

action regarding the construction, operation, or maintenance of connection facilities necessary for performance of this Agreement.

#### **XVIII. UNCONTROLLED FORCES**

1. The term “uncontrollable forces” shall mean any cause that is beyond the control of either Party, which renders such Party unable to perform its obligations under this Agreement, including but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, government priorities and restraint by a court order or a public authority, an action or non-action by, or failure to obtain the necessary authorities or approval from any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it shall be unable to overcome.
2. Neither Party shall be considered to be in default in the performance of any of its obligations hereunder when a failure of performance shall be due to uncontrollable forces.
3. Nothing contained herein shall be construed to require either Party to settle any strike or labor dispute in which it is involved or becomes affected by.

#### **XIX. NO THIRD PARTY BENEFICIARIES**

1. This Agreement is solely for the benefit of the Parties and neither creates, nor shall it be construed to create rights in any third party.
2. No third party shall have standing to enforce the terms and conditions of this Agreement.

#### **XX. ENTIRE AGREEMENT**

1. The terms, covenants and conditions of this Agreement constitute the entire Agreement between the Parties with regard to the subject matter set forth herein, and no understanding or obligation that is not herein expressly set forth shall be binding upon them.
2. This Agreement may not be modified or amended in any manner unless in writing, signed by the Parties and duly authorized or delegated by the Party's governing body.

#### **XXI. SIGNATURE CLAUSE**

1. The signatories hereto represent they have been appropriately authorized to enter into this Groundwater Savings Facility Storage Agreement on behalf of the Party for whom they sign, and that no further action or approvals are necessary before execution of this agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto, pursuant to authorization of their respective governing bodies, to be effective as set forth herein.

\_\_\_\_\_  
Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

NEW MAGMA IRRIGATION &  
DRAINAGE DISTRICT, an  
Arizona political subdivision:

\_\_\_\_\_  
President

Attest:

Approved as to form and within the  
power and authority granted under the  
laws of the state of Arizona to the New  
Magma Irrigation & Drainage District:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Attorney for NMID

**RESOLUTION # 2016-51**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY  
OF SURPRISE, ARIZONA APPROVING AN  
INTERGOVERNMENTAL AGREEMENT WITH NEW MAGMA  
IRRIGATION & DRAINAGE DISTRICT FOR GROUNDWATER  
STORAGE.**

**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 City is eligible to store CAP water underground pursuant to Arizona's Underground Water Storage, Savings and Replenishment statutes, A.R.S. §45-801.01 *et seq.*; and

**WHEREAS**, the city wishes to enter into this agreement in order to accept and store CAP water at the NMID facility.

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

**Section 1.** That it is deemed in the best interest of the City of Surprise that a Groundwater Savings Facility Agreement with the New Magma Irrigation & Drainage District be entered into, which agreement is attached as *Exhibit A*.

**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 MUNICIPAL WATER  
CONSERVATION DISTRICT NUMBER ONE



**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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

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|                        |              |                 |                                    |
|------------------------|--------------|-----------------|------------------------------------|
| Council Meeting Date:  | June 7, 2016 | Contact Person: | Eric Fitzer, Community Development |
| Submitting Department: |              | District:       | 4                                  |
| Staff Recommendations: | None         |                 |                                    |

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

---

**Agenda Wording:**

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.

---

**Motion:**

I move to approve Resolution # 2016-89.

---

**Background:**

In order to assist businesses during the construction of the Bell and Grand Overpass Project, City staff developed the Bell and Grand Temporary Sign and Use Permit Policy, which was approved by the City Council on March 15, 2016 as Resolution # 2016-42. The Sign portion of the policy included the signage as allowed in the previous Temporary Sign policy but also removes the requirement for the Temporary Use Permit to utilize a sign walker and also includes a provision to allow for directional signs which are placed as a way/finding signs and are used when the normal route to the business is not possible due to construction.

This amendment to Resolution # 2016-42 proposes to allow for Major Tenants of one-hundred thousand square feet (100,000 sq ft) or more to be eligible to have directional signs at locations at the following intersections: Dysart Road and Grand Avenue; Dysart Road and Greenway Road; Litchfield Road and Greenway Road; Litchfield Road and Bell Road; Litchfield and Grand Avenue. The proposal also allows for these Major Tenant Directional Signs to include tenants equal to or greater than twenty thousand square feet (20,000 sq ft) so long as such tenant is not located on any other temporary directional signage and may only locate on one such sign. The business provides and installs these signs.

---

**Objective Analysis:**

Positive impacts are that the policy would allow businesses to have additional signage to entice customers to their businesses. The negative impacts could include sign clutter.

---

**Policy Compliant:**

The Policy is compliant with City and Council policy of promoting businesses within the City of Surprise.

---

**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

- ☐ [Bell and Grand Amended Temporary Sign Policy Ledge Edit](#)
  - ☐ [Bell and Grand Amended Temporary Sign Policy](#)
  - ☐ [Bell and Grand Amended Temporary Sign Policy - Presentation](#)
  - ☐ [Resolution # 2016-89](#)
-

## **Bell and Grand Temporary Signage and Temporary Use Permit Policy**

### **March 15, 2016 to Substantial Completion of the Bell and Grand Overpass**

#### **Temporary Sign Policy:**

The Surprise Mayor and Council have adopted by resolution that will allow businesses impacted by the Bell/Grand Overpass Project to promote their business with additional temporary signage.

Beginning March 15<sup>th</sup>, 2016, businesses located within the geographic boundary as defined in Exhibit A shall be allowed to display an A-frame sign, banner-style sign, and/or employ a sign walker along the adjacent roadway or roadway closest to their business subject to certain requirements set forth below.

Business will be allowed to display **one of each** of the following temporary signs in accordance with the standards listed:

- A-frame Sign
- Banner
- Sign Walker
- Directional Sign

Any sign displayed in a manner other than described in the code or this temporary policy shall be subject to the City of Surprise Sign Code.

No fees will be required for temporary signs allowed by this policy. [ANY SIGNS REQUIRING A BUILDING PERMIT WILL BE SUBJECT TO PLAN REVIEW AND BUILDING PERMIT FEES.](#)

#### **A – Frame Sign**

- Cannot be placed in any public or private street or sidewalk.
- Must be placed behind sidewalk. Cannot be placed between sidewalk and street curb.
- Sign cannot be placed within any visibility triangle (30' from curb intersection).
- 12 square feet sign area. (two sided)
- 4 feet maximum height.
- Sign must be maintained in good order and repair.
- Sign copy must be legible.
- Sign may not display outdated copy.
- Sign must be properly anchored or weighted to prevent movement but shall not be chained or cabled.

- A-frame sign shall have the internal spacing between faces of 45 degrees. Each face shall be fabricated of a wood, hard plastic or metal material that is at least one-half inch thick with no unfinished, sharp or rough edges.

### **Banner**

- Can only be placed on building.
- Banner must be attached properly to the building at each corner of the banner.
- Maximum size is 1 square foot per linear foot of lease front; not to exceed 500 square feet. (e.g. a store with 20 feet of lease front will be allowed a 20 square-foot banner-a 5' x 4' sign).
- Sign copy must be legible.
- Sign must be maintained in good order and repair.
- Sign may not display outdated information.
- Banner may not exceed 80% of lease frontage or building frontage of a single tenant building.

### **Sign Walker**

- Sign walker is not allowed within 30 feet of any street or driveway inter-section.
- Sign walker is not allowed on the street, nor may they prohibit the safe passage of anyone using a public or private sidewalk.
- Sign walker is allowed in any zoning.

### **Directional Signs**

Directional Signs are placed as a way/finding sign and are used when the normal route to your business is not possible due to construction. Directional Signs will not be permitted for the purpose of advertising on routes to your business. The business provides and installs these signs.

- Description - A sign placed on a side street to direct customers to your business. They will generally contain your business name and an arrow pointing toward your business.
- Maximum Size of sign - 48" x 48"
- Made of metal with no unfinished, sharp or rough edges.
- Sign must be maintained in good order and repair.
- Sign copy must be legible.
- Sign may not display outdated copy.
- Sign must be properly affixed to prevent movement but shall not be chained or cabled.
- Logo Allowed – Yes
- Placement - Placement should not conflict with existing traffic control or pedestrian access. The location must be approved by the City through the due diligence process.

## MAJOR TENANT DIRECTIONAL SIGNS

MAJOR TENANTS OF ONE-HUNDRED THOUSAND SQUARE FEET (100,000 SQ FT) OR MORE ARE ELIGIBLE TO HAVE DIRECTIONAL SIGNS AT LOCATIONS AS DEPICTED ON EXHIBIT B. SIGNS MAY INCLUDE TENANTS EQUAL TO OR GREATER THAN TWENTY THOUSAND SQUARE FEET (20,000 SQ FT) SO LONG AS SUCH TENANT IS NOT LOCATED ON ANY OTHER TEMPORARY DIRECTIONAL SIGNAGE AND MAY ONLY LOCATE ON ONE SUCH SIGN. THE BUSINESS PROVIDES AND INSTALLS THESE SIGNS.

- A SIGN WITH ALL MAJOR TENANTS LOCATED AT THE FOLLOWING INTERSECTIONS:
  - DYSART ROAD AND GRAND AVENUE;
  - DYSART ROAD AND GREENWAY ROAD;
  - LITCHFIELD ROAD AND GREENWAY ROAD;
  - LITCHFIELD ROAD AND BELL ROAD
  - LITCHFIELD AND GRAND AVENUE
- MAXIMUM SIZE OF SIGN - 48" X 96"
- MAXIMUM HEIGHT 84"
- MADE OF WOOD OR METAL WITH NO UNFINISHED, SHARP OR ROUGH EDGES.
- SIGN MUST BE MAINTAINED IN GOOD ORDER AND REPAIR.
- SIGN COPY MUST BE LEGIBLE.
- SIGN MAY NOT DISPLAY OUTDATED COPY.
- SIGN MUST BE PROPERLY AFFIXED TO PREVENT MOVEMENT BUT SHALL NOT BE CHAINED OR CABLED.
- LOGOS ALLOWED – YES
- PLACEMENT - PLACEMENT SHOULD NOT CONFLICT WITH EXISTING TRAFFIC CONTROL OR PEDESTRIAN ACCESS. THE LOCATION MUST BE APPROVED BY THE CITY THROUGH THE DUE DILIGENCE PROCESS.

### **Temporary Use Permit Policy:**

The Surprise Mayor and Council have adopted a resolution that will allow businesses impacted by the Bell/Grand Overpass Project to promote their business with special events.

Beginning March 15<sup>th</sup>, 2016, businesses located within the geographic boundary as defined in Exhibit A shall be allowed to conduct:

- Special events;
- Retail sales of arts, crafts, souvenirs, gifts, food, and other goods;
- Retail sales of Christmas trees, or other seasonally related sales;
- Grand opening events, tent sales, sidewalk sales, and other events that include commercial activities;
- Religious/revival gatherings

Businesses conducting these activities will be allowed to conduct those and only those activities listed above without having to apply for a Temporary Use Permit from the City.

EXHIBIT A



EXHIBIT B



## **Bell and Grand Temporary Signage and Temporary Use Permit Policy**

### **March 15, 2016 to Substantial Completion of the Bell and Grand Overpass**

#### **Temporary Sign Policy:**

The Surprise Mayor and Council have adopted by resolution that will allow businesses impacted by the Bell/Grand Overpass Project to promote their business with additional temporary signage.

Beginning March 15<sup>th</sup>, 2016, businesses located within the geographic boundary as defined in Exhibit A shall be allowed to display an A-frame sign, banner-style sign, and/or employ a sign walker along the adjacent roadway or roadway closest to their business subject to certain requirements set forth below.

Business will be allowed to display **one of each** of the following temporary signs in accordance with the standards listed:

- A-frame Sign
- Banner
- Sign Walker
- Directional Sign

Any sign displayed in a manner other than described in the code or this temporary policy shall be subject to the City of Surprise Sign Code.

No fees will be required for temporary signs allowed by this policy. any signs requiring a building permit will be subject to plan review and building permit fees.

#### **A – Frame Sign**

- Cannot be placed in any public or private street or sidewalk.
- Must be placed behind sidewalk. Cannot be placed between sidewalk and street curb.
- Sign cannot be placed within any visibility triangle (30' from curb intersection).
- 12 square feet sign area. (two sided)
- 4 feet maximum height.
- Sign must be maintained in good order and repair.
- Sign copy must be legible.
- Sign may not display outdated copy.
- Sign must be properly anchored or weighted to prevent movement but shall not be chained or cabled.

- A-frame sign shall have the internal spacing between faces of 45 degrees. Each face shall be fabricated of a wood, hard plastic or metal material that is at least one-half inch thick with no unfinished, sharp or rough edges.

### **Banner**

- Can only be placed on building.
- Banner must be attached properly to the building at each corner of the banner.
- Maximum size is 1 square foot per linear foot of lease front; not to exceed 500 square feet. (e.g. a store with 20 feet of lease front will be allowed a 20 square-foot banner-a 5' x 4' sign).
- Sign copy must be legible.
- Sign must be maintained in good order and repair.
- Sign may not display outdated information.
- Banner may not exceed 80% of lease frontage or building frontage of a single tenant building.

### **Sign Walker**

- Sign walker is not allowed within 30 feet of any street or driveway inter-section.
- Sign walker is not allowed on the street, nor may they prohibit the safe passage of anyone using a public or private sidewalk.
- Sign walker is allowed in any zoning.

### **Directional Signs**

Directional Signs are placed as a way/finding sign and are used when the normal route to your business is not possible due to construction. Directional Signs will not be permitted for the purpose of advertising on routes to your business. The business provides and installs these signs.

- Description - A sign placed on a side street to direct customers to your business. They will generally contain your business name and an arrow pointing toward your business.
- Maximum Size of sign - 48" x 48"
- Made of metal with no unfinished, sharp or rough edges.
- Sign must be maintained in good order and repair.
- Sign copy must be legible.
- Sign may not display outdated copy.
- Sign must be properly affixed to prevent movement but shall not be chained or cabled.
- Logo Allowed – Yes
- Placement - Placement should not conflict with existing traffic control or pedestrian access. The location must be approved by the City through the due diligence process.

## **Major Tenant Directional Signs**

Major Tenants of one-hundred thousand square feet (100,000 sq ft) or more are eligible to have directional signs at locations as depicted on Exhibit B. Signs may include tenants equal to or greater than twenty thousand square feet (20,000 sq ft) so long as such tenant is not located on any other temporary directional signage and may only locate on one such sign. The business provides and installs these signs.

- A sign with all major tenants located at the following intersections:
  - Dysart Road and Grand Avenue;
  - Dysart Road and Greenway Road;
  - Litchfield Road and Greenway Road;
  - Litchfield Road and Bell Road
  - Litchfield and Grand Avenue
- Maximum Size of sign - 48" x 96"
- Maximum height 84"
- Made of wood or metal with no unfinished, sharp or rough edges.
- Sign must be maintained in good order and repair.
- Sign copy must be legible.
- Sign may not display outdated copy.
- Sign must be properly affixed to prevent movement but shall not be chained or cabled.
- Logos Allowed – Yes
- Placement - Placement should not conflict with existing traffic control or pedestrian access. The location must be approved by the City through the due diligence process.

## **Temporary Use Permit Policy:**

The Surprise Mayor and Council have adopted a resolution that will allow businesses impacted by the Bell/Grand Overpass Project to promote their business with special events.

Beginning March 15<sup>th</sup>, 2016, businesses located within the geographic boundary as defined in Exhibit A shall be allowed to conduct:

- Special events;
- Retail sales of arts, crafts, souvenirs, gifts, food, and other goods;
- Retail sales of Christmas trees, or other seasonally related sales;
- Grand opening events, tent sales, sidewalk sales, and other events that include commercial activities;
- Religious/revival gatherings

Businesses conducting these activities will be allowed to conduct those and only those activities listed above without having to apply for a Temporary Use Permit from the City.

EXHIBIT A



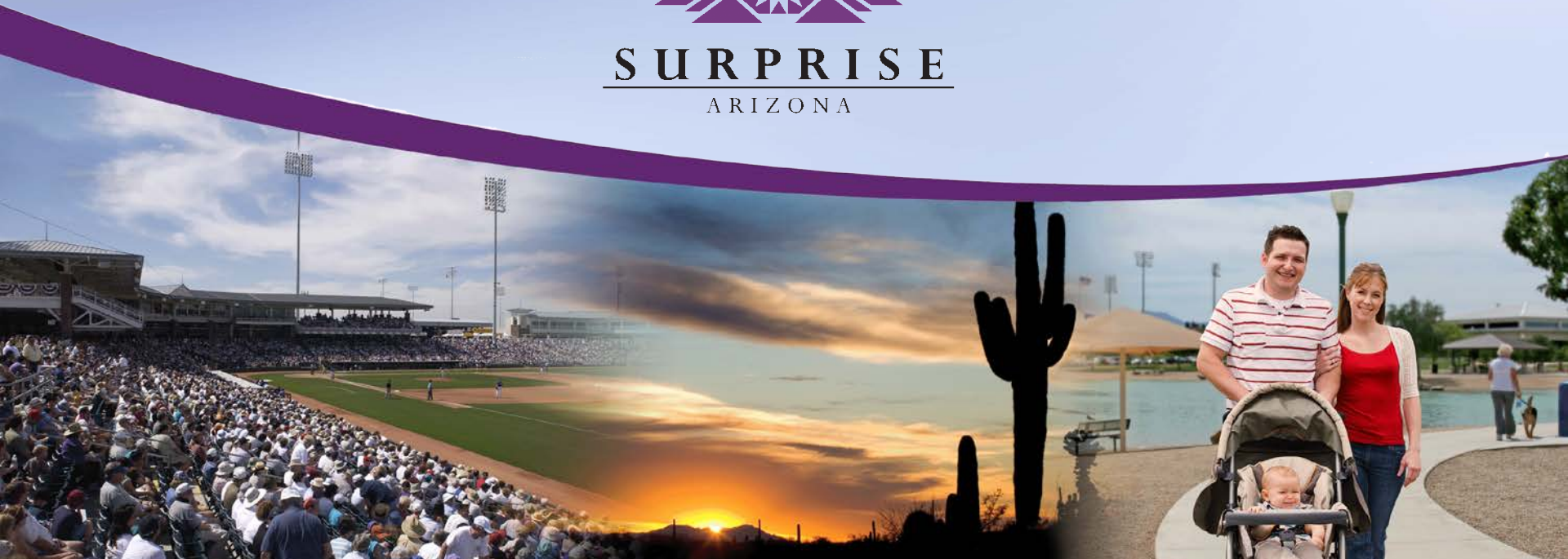
EXHIBIT B



# City Council

## Bell and Grand Amended Temporary Signage and Temporary Use Permit Policy

**June 7, 2016**



# Bell Grand Tem Sign/Temp Use Permit Policy



## Duration

- Resolution 2016-42 the Bell Grand Temporary Sign and Temporary Use Permit Policy
  - Began March 15th, 2016
  - Valid until the substantial completion of construction of the Bell Grand Project and the Council repeals the policy

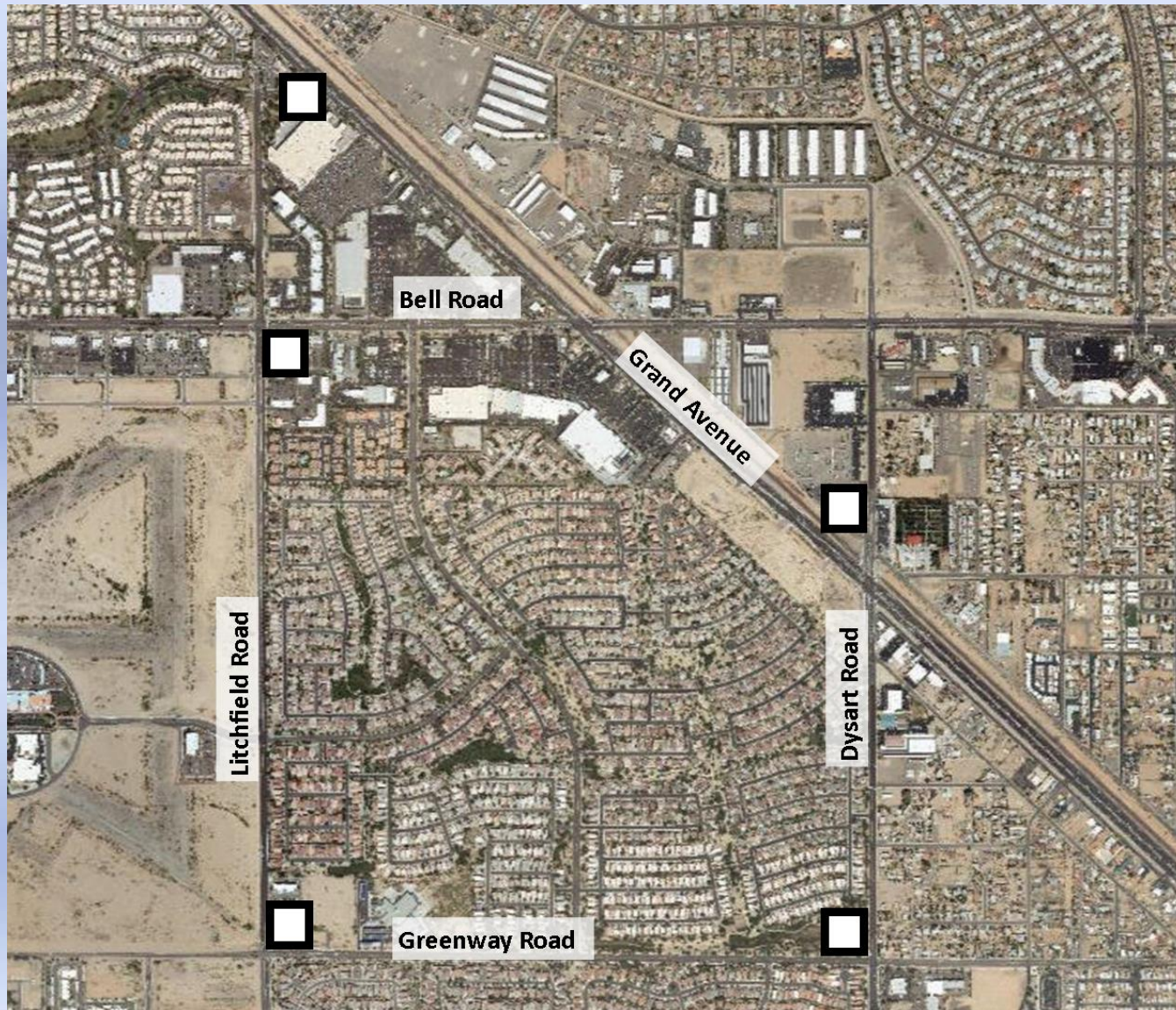
## Subject Area:



## Amended Policy Allows

- Major Tenant Directional Signs
  - Major Tenant defined as 100,000 sq ft or larger
  - Must co-locate on the same sign
  - Tenants 20,000 sq ft -99,999.99 sq ft may locate on sign
    - Only one sign per business in this size range and may not participate if already located on other signage
  - A sign with all major tenants located at the following intersections:
    - Dysart Road and Grand Avenue;
    - Dysart Road and Greenway Road;
    - Litchfield Road and Greenway Road;
    - Litchfield Road and Bell Road
    - Litchfield and Grand Avenue
  - Maximum: area 48" X 96"; height 84"
  - Placement should not conflict with existing traffic control or pedestrian access
  - The location must be approved by the City through the due diligence process

# Major Tenant Directional Signage Locations



## Questions & Comments

## **RESOLUTION # 2016-89**

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE BELL AND GRAND TEMPORARY SIGNAGE AND TEMPORARY USE PERMIT POLICY ADOPTED BY RESOLUTION # 2016-42 BY QUALIFYING SIGN FEE WAIVERS AND PROVIDING FOR MAJOR TENANT DIRECTIONAL SIGNS.**

**WHEREAS**, on March 15, 2016, the Mayor and Council approved Resolution # 2016-42 which adopted the Bell and Grand Temporary Signage and Temporary Use Permit Policy;

**WHEREAS**, staff has identified additional signage which may be desirable to businesses located within the Bell and Grand area [as identified by Exhibit A of the Bell and Grand Temporary Signage and Temporary Use Permit Policy] during the construction of the Bell and Grand overpass;

**WHEREAS**, the city would like to amend the Policy by including by providing for building permit fees, if applicable, and the addition of Major Tenant Directional Signs and Exhibit B which identifies the location of intersections where Major Tenant Directional Signs may be located; and

**WHEREAS**, the Mayor and Council, due to the on-going traffic restrictions within the Bell and Grand area, deem this an urgent matter appropriate for immediate effect upon its passage and adoption.

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

**Section 1.** The Bell and Grand Temporary Signage and Temporary Use Permit Policy as adopted by Resolution # 2016-42 is hereby amended to read as set forth in Exhibit A attached hereto.

**Section 2.** Exhibit B, as attached hereto, shall be incorporated into the Bell and Grand Temporary Signage and Temporary Use Permit Policy.

**Section 3.** This amendment to the Bell and Grand Temporary Signage and Temporary Use Permit Policy shall be effective immediately upon passage of this Resolution.

**[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**

### **Bell and Grand Temporary Signage and Temporary Use Permit Policy**

#### **March 15, 2016 to Substantial Completion of the Bell and Grand Overpass**

##### **Temporary Sign Policy:**

The Surprise Mayor and Council have adopted by resolution that will allow businesses impacted by the Bell/Grand Overpass Project to promote their business with additional temporary signage.

Beginning March 15<sup>th</sup>, 2016, businesses located within the geographic boundary as defined in Exhibit A shall be allowed to display an A-frame sign, banner-style sign, and/or employ a sign walker along the adjacent roadway or roadway closest to their business subject to certain requirements set forth below.

Business will be allowed to display **one of each** of the following temporary signs in accordance with the standards listed:

- A-frame Sign
- Banner
- Sign Walker
- Directional Sign

Any sign displayed in a manner other than described in the code or this temporary policy shall be subject to the City of Surprise Sign Code.

No fees will be required for temporary signs allowed by this policy. Any sign requiring a building permit will be subject to plan review and building permit fees.

##### **A – Frame Sign**

- Cannot be placed in any public or private street or sidewalk.
- Must be placed behind sidewalk. Cannot be placed between sidewalk and street curb.
- Sign cannot be placed within any visibility triangle (30' from curb intersection).
- 12 square feet sign area. (two sided)
- 4 feet maximum height.
- Sign must be maintained in good order and repair.
- Sign copy must be legible.
- Sign may not display outdated copy.
- Sign must be properly anchored or weighted to prevent movement but shall not be chained or cabled.

- A-frame sign shall have the internal spacing between faces of 45 degrees. Each face shall be fabricated of a wood, hard plastic or metal material that is at least one-half inch thick with no unfinished, sharp or rough edges.

### **Banner**

- Can only be placed on building.
- Banner must be attached properly to the building at each corner of the banner.
- Maximum size is 1 square foot per linear foot of lease front; not to exceed 500 square feet. (e.g. a store with 20 feet of lease front will be allowed a 20 square-foot banner-a 5' x 4' sign).
- Sign copy must be legible.
- Sign must be maintained in good order and repair.
- Sign may not display outdated information.
- Banner may not exceed 80% of lease frontage or building frontage of a single tenant building.

### **Sign Walker**

- Sign walker is not allowed within 30 feet of any street or driveway inter-section.
- Sign walker is not allowed on the street, nor may they prohibit the safe passage of anyone using a public or private sidewalk.
- Sign walker is allowed in any zoning.

### **Directional Signs**

Directional Signs are placed as a way/finding sign and are used when the normal route to your business is not possible due to construction. Directional Signs will not be permitted for the purpose of advertising on routes to your business. The business provides and installs these signs.

- Description - A sign placed on a side street to direct customers to your business. They will generally contain your business name and an arrow pointing toward your business.
- Maximum Size of sign - 48" x 48"
- Made of metal with no unfinished, sharp or rough edges.
- Sign must be maintained in good order and repair.
- Sign copy must be legible.
- Sign may not display outdated copy.
- Sign must be properly affixed to prevent movement but shall not be chained or cabled.
- Logo Allowed – Yes
- Placement - Placement should not conflict with existing traffic control or pedestrian access. The location must be approved by the City through the due diligence process.

### **Major Tenant Directional Signs**

Major Tenants of one-hundred thousand square feet (100,000 sq ft) or more are eligible to have directional signs at locations as depicted on Exhibit B. Signs may include tenants equal to or greater than twenty thousand square feet (20,000 sq ft) so long as such tenant is not located on any other temporary directional signage and may only locate on one such sign. The business provides and installs these signs.

- A sign with all major tenants located at the following intersections:
  - Dysart Road and Grand Avenue;
  - Dysart Road and Greenway Road;
  - Litchfield Road and Greenway Road;
  - Litchfield Road and Bell Road
  - Litchfield and Grand Avenue
- Maximum Size of sign - 48" x 96"
- Maximum height 84"
- Made of wood or metal with no unfinished, sharp or rough edges.
- Sign must be maintained in good order and repair.
- Sign copy must be legible.
- Sign may not display outdated copy.
- Sign must be properly affixed to prevent movement but shall not be chained or cabled.
- Logos Allowed – Yes
- Placement - Placement should not conflict with existing traffic control or pedestrian access. The location must be approved by the City through the due diligence process.

#### **Temporary Use Permit Policy:**

The Surprise Mayor and Council have adopted a resolution that will allow businesses impacted by the Bell/Grand Overpass Project to promote their business with special events.

Beginning March 15<sup>th</sup>, 2016, businesses located within the geographic boundary as defined in Exhibit A shall be allowed to conduct:

- Special events;
- Retail sales of arts, crafts, souvenirs, gifts, food, and other goods;
- Retail sales of Christmas trees, or other seasonally related sales;
- Grand opening events, tent sales, sidewalk sales, and other events that include commercial activities;
- Religious/revival gatherings

Businesses conducting these activities will be allowed to conduct those and only those activities listed above without having to apply for a Temporary Use Permit from the City.

EXHIBIT A



EXHIBIT B





**CITY OF SURPRISE**  
Regular City Council Meeting

June 7, 2016 @ 6:00:00 PM

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

Council Meeting Date: June 7, 2016

Contact Person: Bob Wingenroth, City Manager

Submitting Department:

District: Citywide

Staff Recommendations: None

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Consent

Regular

Public Hearing

Report/Discussion

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**Agenda Wording:**

Discussion and action regarding the components of a potential 2016 Bond Election.

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**Motion:**

Pending Council discussion, there will be two motions. The first motion will identify which projects should be included in the recommended project list. The second motion will determine the number of questions to be placed on the ballot.

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**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 has 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. Attached to this staff report as exhibits are copies of the verbal comments from the public meetings, the comments received from the Surprise Youth Council, and the survey results from both the in-person/paper surveys and the online surveys.

Additionally, staff produced a 2016 Bond Fact Sheet. This is also attached for reference.

Finally, also attached is the PowerPoint presentation that was utilized for public meetings and includes a series of renderings and project overviews for each of the projects that were brought forward to the public for consideration for inclusion in a possible bond package.

During the public meetings, the following nine projects were discussed:

- 1 Fire Station 308

- 1 Permanent District Fire Station 304
- 1 Police Property and Evidence Facility
- 1 Public Works Operations Facility
- 1 Greenway Road Improvements
- 1 Litchfield Road Improvements
- 1 Regional Multi-Generational Recreation Center or an 80-acre recreation campus concept
- 1 Pickleball Courts
- 1 Competitive Aquatic Facility

Based on community feedback, the additional recreation concept was proposed as an alternative to the originally proposed Multi-Generation Recreation Center. The costs for the alternative concept mirror the originally proposed project costs, but there is a heavier emphasis on land acquisition for a future recreation center/fieldhouse while providing for construction of outdoor playing fields, courts, and playgrounds with a lower initial operating and maintenance cost than the Multi-Generational Recreation Center concept.

As represented in the feedback attached for reference, there are a number of divergent opinions on the projects themselves as well as the possible construct of a bond package. Specifically, there are three additional areas for consideration that arose from the conversations with the community:

- 1 Purchase of land for community facilities
- 1 Alternative Recreation Concept vs. originally proposed Multi-Generational Recreation Center
- 1 Should the bond be proposed as one ballot question or multiple ballot questions?

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#### **Objective Analysis:**

The intent of this agenda item is to prepare for the discussion on the upcoming June 21, 2016 Council meeting where the Surprise City Council will vote on whether or not to hold a November 2016 Bond Election. In order to prepare the items for the June 21, 2016 agenda, Council should provide direction on the final list of projects to include and whether or not there should be one ballot question or multiple ballot questions.

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#### **Policy Compliant:**

The process for consideration of a possible 2016 Bond Election has been compliant with Council practices and procedures regarding public outreach. All aspects of consideration of a possible 2016 Bond Election have been compliant with City operating practices and procedures. Future steps taken regarding a possible 2016 Bond Election will be compliant with all applicable laws, policies and procedures.

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#### **Financial Impact:**

This item has no direct financial impact as it is only preparatory in nature for the June 21, 2016 Council meeting.

However, from a homeowner standpoint, the financial impact of a General Obligation Bond Election would be to establish a secondary property tax, which Surprise does not currently have. The cost of this tax is administered via the property tax bill and is not determined by a home's market value but rather its assessed value. Although the average assessed value of a home in Surprise is less than \$200,000, we utilize this number for illustrative purposes. For a home that has a \$200,000 assessed value, the impact of a \$60 million bond package would add approximately \$100 annually in secondary property taxes.

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**Budget Impact:**

This item has no direct budget impact as it is only preparatory in nature for the June 21, 2016 Council meeting. However, if the residents were to approve the full bond package as presented, the City operating funds would have additional ongoing operating costs up to \$3,705,400. The FY2017 tentative budget includes \$6 million of contingency to begin bond funded projects if a call for election is made and a majority votes in favor of the bond. Additional action by City Council will be required to access this contingency after an election.

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**FTE Impact:**

This item has no direct FTE impact as it is only preparatory in nature for the June 21, 2016 Council meeting. However, if the residents were to approve the full bond package as presented, the City would have up to 25 additional full time positions. Part time positions will also be necessary for recreation programming. The number will vary depending on participation in those programs.

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**ATTACHMENTS:**

Click to download

- ☐ [Public Comments and Feedback](#)
  - ☐ [SYC Questions](#)
  - ☐ [Survey Results](#)
  - ☐ [Public Engagement Plan](#)
  - ☐ [Public Meeting Presentation](#)
  - ☐ [Bond Fact Sheet](#)
-

## **Bond Program Feedback**

### **Monday, May 9, 2016 (City Hall)**

1. Request was made to acquire land for future fire stations.
2. Comment was made that 2009 bond lacked details, “very likely to vote” for this bond proposal.
3. Is it all or nothing for the projects within the Bond Program?
  - a. Response: That is why we are going out to the public to hear what you think
4. What role do impact fees play?
  - a. Response: some projects (Fire Stations; PW Facility and roads) are eligible for impact fee reimbursement and that money would be used to pay down the debt.
5. How long will it take for Prasada development to reimburse Bond Program?
  - a. Response: Prasada conversation is ongoing. However, we are not likely to see a conventional mall, as development standards have changed.
6. Will we collect impact fees for road improvements?
  - a. It is possible we could collect impact fees on road projects if development comes in.
7. Once impact fees are collected, would they go towards reimbursing bond debt?
  - a. See answer to #4
8. Comment made in support of recreation projects to enhance quality of life and reduce leakage to other cities for competitive sports.
9. What happens if we have to pass another bond program in 5-10 years?
  - a. Response: It would be up to the voters to decide any future bonds. Any new tax associated with another bond would be in addition to this bond’s 20 year pay back cycle.
10. Positive feedback on aggressive construction schedule of projects.
11. Important this program is up to the voters and goes to “our” community.

### **Wednesday, May 12, 2016 (Sierra Montana)**

1. When did the City of Surprise attempt their last bond program?
  - a. 2009
2. Is the tax rate going to increase every time home value goes up?
  - a. No.
3. When is tax rate going to take effect?
  - a. Likely July 1, 2017.
4. Is there a lull in property tax valuation?
  - a. There is approximately a 12-18 month lag.
5. Does the county stagger property tax valuation?
  - a. No.
6. Do we need to buy more land for fire stations?
  - a. Yes.
7. Will parking lot be covered for property evidence facility?
  - a. Part of it will.
8. What will happen if the current property evidence facility runs out of storage space?
  - a. The City will likely need to lease space in other certified facilities.
9. If the PWD facility is built, can we use the vacated buildings to house property evidence?

- a. No.
- 10. How far will Greenway Road improvement go?
  - a. 1 mile, between Cotton and Sarival.
- 11. 175<sup>th</sup> Ave & Greenway crossing, will there be something safer built into plan for crossing? Bridge? Safer crosswalk for getting kids to skate park? Safer crosswalk measures?
  - a. Not as part of this bond initiative.
- 12. Will Greenway project get reimbursed if and when developers develop area?
  - a. Yes, subject to the elements of the development agreement.
- 13. Is Litchfield & Bullard project general funded?
  - a. There is no Litchfield and Bullard project. The current Greenway road project is general funded.
- 14. What are timelines for road improvement projects? Construction timelines?
  - a. Please see PowerPoint presentation.
- 15. What are the locations for the recreation center projects?
  - a. TBD
- 16. Do we have land for recreation center projects?
  - a. No.
- 17. Consider Rio Vista area for recreation center projects.
- 18. Would recreation center projects be city-owned?
  - a. Yes.
- 19. How many basketball courts would be included in recreation center project?
  - a. TBD.
- 20. Will recreation center include track and field amenities?
  - a. TBD
- 21. Will aquatic center allow schools to rent out facility?
  - a. Yes.
- 22. Has there been thought to splitting bond projects into Public Safety, Transportation and Recreation?
  - a. Yes. This will be determined by Council.
- 23. Would like clarification on recreation center options.
- 24. Will these projects go out for bid?
  - a. Yes.

**Monday, May 16, 2016 (Sun City Grand)**

- 1. How much would the bond issue be if the three recreation projects were eliminated?
  - a. It would reduce it by half to approximately \$30 million.
- 2. Would the City consider cutting back and moving forward only with Public Safety projects, PWD facility and road improvements?
  - a. These types of comments are why we are talking to the public.
- 3. Can you speak on prospect of population increase and impact to bond debt?
  - a. We've seen gradual population increases in recent years. New residents would help spread the property tax burden to a larger base and new businesses as they come in would also help reduce the overall amount per person.
- 4. Recreation projects are needed in the City of Surprise, suspect revenue leakage is happening due to lack of recreation amenities (i.e. sport tournaments), need for children

and community. Extremely important for youth, teens, seniors, adults and overall community.

5. New tax increase rate for public safety position in FY17 budget is what on \$200,000 assessed value?
  - a. Property tax increase on a \$200,000 home would result in an annual increase of \$13, or \$1.08 per month.
6. Would tourist use aquatic facility? Do tourist use pool now?
  - a. The Competitive Aquatics Facility would be for competitive sporting events, etc... We currently do not have this type of facility.
7. Costs for fire stations and PWD facility seem out of line. Example: FS308 \$600/sq.ft; FS304 \$500/sq.ft; PWD 44,000 sq.ft equals \$4 million.
  - a. The overall costs for these projects include more than just the actual building, for example the fire station also includes the fire trucks needed at those facilities.
8. Can we use taxes to maintain roads? How much do we receive from the state? Why can't we just wait to build roads when land is developed?
  - a. We currently receive \$7 million a year from the state for road maintenance.
9. Comment- We need to work with developers to help build fire stations and recreation projects? Why can't we wait and see what happens?
  - a. Response: we will try to work with developers if we can. Not always possible.
10. Comment: Average age in the City of Surprise is 39. Not a whole lot for kids to do in Surprise. We need to invest in our City to attract developers/investors. Bond program guarantees development with minimal investment to move city forward.
11. Mutual aid and strategically planning/placing fire stations throughout the City helps ensure timely response times.
12. Asked City staff to raise their hands to show they work for the City of Surprise. Asked City staff to leave their hand raised if they lived in the City of Surprise.
13. Current pool is over capacity, aquatic pool would attract swim teams/tournaments similar to baseball tournaments and tennis matches.
14. Need to provide more bumper stickers to Chamber of Commerce for "Shop Surprise" campaign.

#### **Monday, May 16, 2016 (Library)**

1. Please show on the map where our fire stations are currently located.
2. Suggestions to promote FS 308 would better meet service needs in Foreign Trade Zone and nearby businesses, currently served by El Mirage Fire and other COS station.
3. Having a fire station nearby is very beneficial. Resident provided testimony on house fire experience and how she was grateful a station was close to her.
4. How is recreation center going to impact neighborhood recreation centers?
  - a. We would continue to want more neighborhood rec centers and play fields in addition to the larger multi-generational proposed facility. Currently, Surprise has one-third of the park acreage compared to our peer cities.
5. Will existing and/or future development impact fees pay for these projects?
6. Hypothetically speaking, will future development impact fees and population growth lower bond program loans?
  - a. Costs to homeowners will lower over time as the bonds are paid back, some of which will be paid down with impact fees (FS 308, PW facility....)

### **Wednesday, May 18, 2016 (Arizona Traditions)**

1. Will there be oversight of projects to ensure funds are not wasted?
  - a. Response: If approved all projects will be completed within 5 years and tracked online. We've created a phased schedule to manage/budget for operating costs as these projects finalize.
2. Is it all or nothing on the projects?
  - a. Response: That is why we are going out to the public to hear what you think
3. Will secondary taxes be on-going after projects are completed?
  - a. Repayment is over 20 years.
4. Assessed value, if it goes up each year, will secondary taxes go up?
  - a. Response: It is a fixed amount that the city has to pay per year, the more homes and businesses that come online would reduce the overall tax collection per individual payee. We only collect the amount we need to pay set debt amount. Also, by law, property taxes cannot increase more than 5% per year.
5. Is there a demand for the competitive aquatic facility? Why this project?
  - a. We do currently have demand from competitive swim teams that are now sharing the aquatics center on Bullard, cutting into open swim times. This project could potentially bring outside swim teams and possibly add to hotel stays. A city of our size should have 1 pool per 35,000 residents and we are short of that now.
6. Statement-- Why should today's taxpayers to pay for projects that will benefit future residents? Can't these projects be funded by developers and development impact fees?
7. How will on-going operational costs be funded?
  - a. Budgeted for with growth overtime, which is currently about 4% annual increase or \$4 million.
8. Comment: The City is lacking entertainment, would be good for bringing extra revenue.
9. What happens if projects exceed estimates?
  - a. Response: we cannot exceed the voter-approved dollar amount.
10. What happens if projects are started and halfway through the costs are higher than expected, what happens? Would we get half built projects?
  - a. The project schedule is set to ensure projects are built according to deliverable timelines. It is always possible that we would have to cut budgets, but if we do we'd be transparent about it.
11. Police and Fire projects show low operational costs estimates, doesn't seem to be enough to cover one position. What's going on there?
  - a. Response: 308 is higher, because it is new and requires new hires and equipment. 304 replaces a temporary facility, but we already have the equipment and staff in place, so that cost is lower. The PD Storage facility expansion does not require additional staff, but will require more ops costs to cover powering/cooling a larger space.

### **Wednesday, May 18, 2016 (Surprise Senior Center)**

1. Will each project be voted on individually or as one big project? When will Council decide? Not knowing the answer makes it hard to answer survey.
2. Regarding recreation projects, is there anything coming to the east side of the city (OTS)?
  - a. Pickleball is closer to the east side.

3. Unclear about multi-gen options. Once again, asking residents to give feedback but lacking information (i.e. do not know where multi-gen project will be located making it hard to support or vote on).
4. With all these facilities and projects, what will be the impact on parking?
  - a. The existing parking will be utilized at the aquatic facility.
5. Multi-gen facility, are there any plans to build another library on this land?
  - a. A library is not currently included, but with 60-70 acres, it could have one.
6. Suggest purchasing the land first for the multi-gen project.
7. Are there development impact funds for road projects?
  - a. Developers will be paying their share on Litchfield. May not be developer money for Greenway.
8. How long can liens last for developers to build?
9. What is going to happen in the OTS for the youth? What about libraries and parks? Where is all that for the OTS?
  - a. A partnership with Chicanos Por La Causa is in the works for a 10K square foot facility.
10. Where is City going to build 10,000 sq.ft. building for OTS youth?
11. What about recreation for kids on west side of Grand in OTS? Would like parks and basketball courts.
12. Having reservations about paying increasing taxes.
13. Is there a citywide master plan for city facilities that indicates where public safety, parks, etc. will be located?
  - a. We have the General Plan 2035 and a new Parks and Recreation Master Plan.
14. How is the cost determined for the tax increase over 20 years based on the example of \$100 increase if all the projects were constructed?
  - a. Taxes could go down as the population goes up. Taxes would go up if we rebounded.
15. \$100 per year, property value goes up, will taxes go up?
  - a. Not necessarily. It's the same debt and just the rate would change.
16. Will bond program funds be used for operational costs?
17. Greenway Road by City Hall, why was it built with two lanes only?
  - a. Two lanes will accommodate the traffic and we don't own the land to widen to 3 lanes.
18. Can ADOT better define the flow of traffic on the east side of Grand off of Greenway?
19. What are pickle ball courts?
  - a. Similar to tennis but with paddles and wiffle balls.
20. Can racquetball courts be included in multi-gen project and in general?
  - a. We have them at the tennis center & proposed for the community park.

## **SYC Outreach Meeting Questions for discussion (5/11/16)**

### RE: The fire station on Litchfield and Cactus:

- “Why do we need another fire station on Cactus since there’s one on Cactus and Sarival already?”

### RE: The fire station upgrade in North Surprise:

- No comments/questions

### RE: PD Evidence Room/Warehouse expansion:

- Why can we only get rid of some evidence and not all?
- What do the storage facilities look like? How are they structured?
- What capacity would the new building/addition add?
- Would you need to keep expanding over time since you can’t get rid of as much as you take in?
- Is the room being added on just warehouse space or is there new refrigerators/freezers also?

### RE: Public Works Facility:

- Where exactly is this located?

### RE: Roads

- Will this complete the street construction for the city?
- Do all of the plants/trees in the photos come with the construction?
- If it passes, when will construction start?
- Are you planning on fixing “Old Surprise” also?
- What about the “big dips” at other stop lights/intersections?
- Is there a reason the dates are offset by a year?
- When approved, will all of this be completed gradually or all at the same time?
- Would the road construction encroach on the farm fields?

### RE: Large RED Center or Acreage for Sports Fields:

- No comments/Questions

### RE: Pickelball Courts:

- No comments/Questions

### RE: Expanded Aquatic Center:

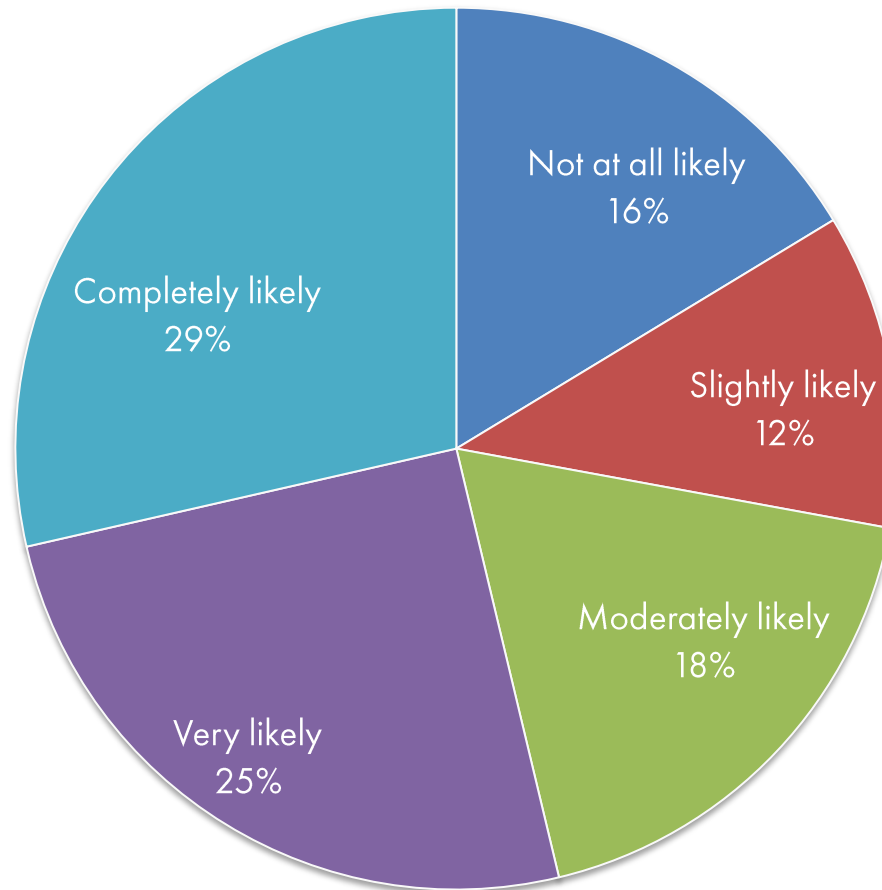
- No comments/Questions

### Other Comments/Questions:

- In your personal opinion, if you could take one project out, which one would it be?
- Does the Prasada complex on Sarival and Cactus have anything to do with this bond election?

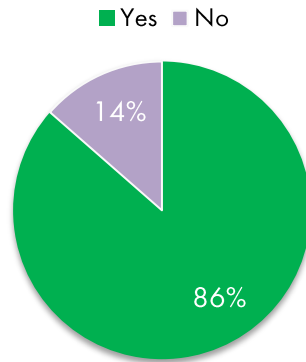
# Surprise Forward Survey Results

## Likelihood of Supporting a \$60 General Obligation Bond

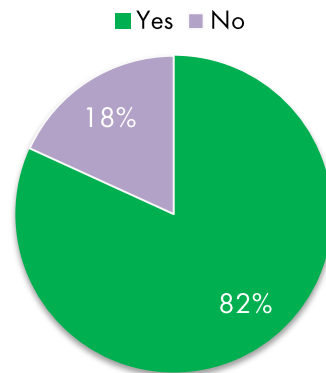


## Project Support

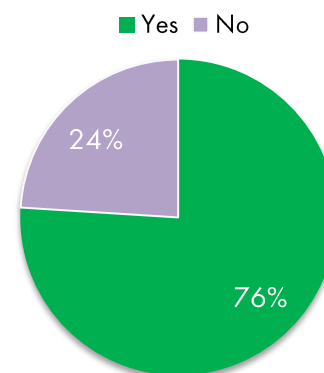
Fire Station  
304



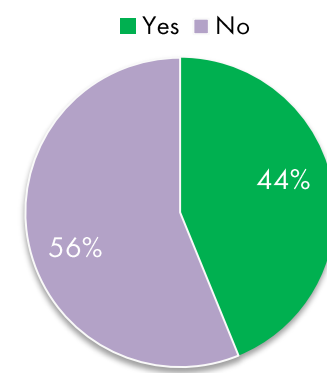
Police Property  
& Evidence  
Facility



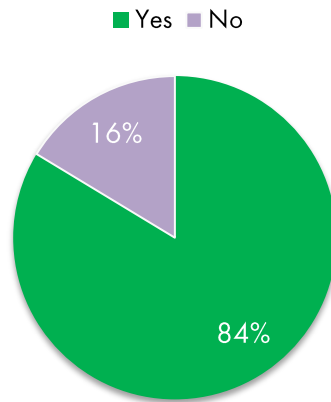
Public Works  
Operations  
Facility



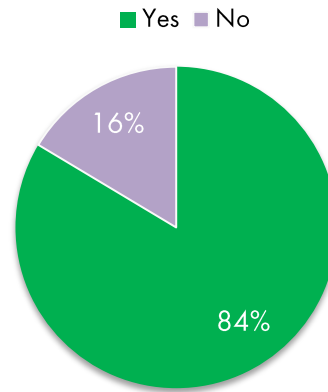
Competitive  
Aquatic Facility



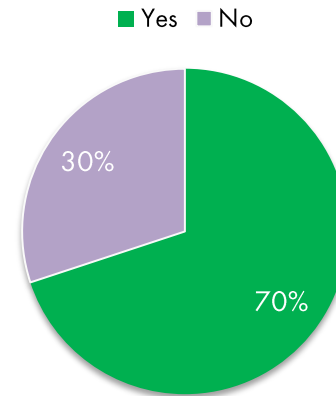
Fire Station  
308



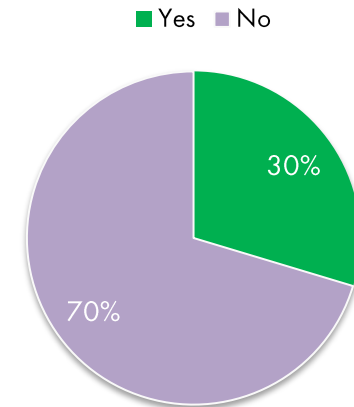
Greenway Rd  
(Cotton -  
Sarival)



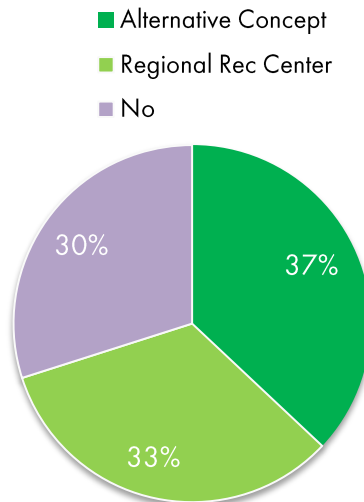
Litchfield Rd  
(Sweetwater -  
Desert Cove)



Pickleball Courts



Regional Recreation  
Project



## All Data Combined

**Number of meeting attendees:** 103

**Number of online surveys:** 79

**Pre-presentation likelihood of supporting bond** (*paper surveys only*):

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
| 14                | 16              | 19                | 12          | 18                |

**Post- presentation / online likelihood of supporting bond:**

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
| 24                | 17              | 27                | 37          | 42                |

**Project Support:**

| Proposed Project                          | Yes,<br>I believe this project is important | No,<br>I do not believe this project is important |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------|
| Permanent Fire Station 304                | 133                                         | 21                                                |
| Police Property & Evidence Facility       | 126                                         | 28                                                |
| Public Works Operations Facility          | 114                                         | 36                                                |
| Competitive Aquatic Facility              | 64                                          | 82                                                |
| Fire Station 308                          | 128                                         | 25                                                |
| Greenway Rd (Cotton to Sarival)           | 107                                         | 38                                                |
| Litchfield Rd (Sweetwater to Desert Cove) | 100                                         | 43                                                |
| Pickleball Courts                         | 43                                          | 102                                               |

| Proposed Project                                              | Alternative Concept | Regional Rec Center | No,<br>I do not believe this project is important |
|---------------------------------------------------------------|---------------------|---------------------|---------------------------------------------------|
| Regional Recreation Project                                   | 47                  | 42                  | 38                                                |
| Online survey (prior to introduction of alternative concept): |                     | 9                   | 9                                                 |

## May 9 – Council Chambers

Number of attendees: 23

Pre-presentation likelihood of supporting bond:

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
| 1                 |                 | 3                 | 3           | 6                 |

Post- presentation likelihood of supporting bond:

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
|                   |                 | 2                 | 3           | 6                 |

Project Support:

| Proposed Project                          | Yes,<br>I believe this project is important | No,<br>I do not believe this project is important |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------|
| Permanent Fire Station 304                | 13                                          |                                                   |
| Police Property & Evidence Facility       | 12                                          |                                                   |
| Public Works Operations Facility          | 12                                          |                                                   |
| Competitive Aquatic Facility              | 8                                           | 3                                                 |
| Fire Station 308                          | 13                                          |                                                   |
| Greenway Rd (Cotton to Sarival)           | 10                                          | 2                                                 |
| Litchfield Rd (Sweetwater to Desert Cove) | 10                                          | 2                                                 |
| Pickleball Courts                         | 8                                           | 5                                                 |

| Proposed Project            | Alternative Concept | Regional Rec Center | No,<br>I do not believe this project is important |
|-----------------------------|---------------------|---------------------|---------------------------------------------------|
| Regional Recreation Project | 6                   | 4                   | 1                                                 |

**Comments:**

- Very good presentation. Had specifics not general. Suggest future town meetings stress getting people to specifically indicate their local desires. Once committed, more opt. to support.
- Question about adequate water for the projects?
- Great job planning for city growth!
- These tax dollars go to our community.
- These improvements would be great for the community.
- I think a number of the projects are extremely important, but I feel the bond could be trimmed if found that a majority of the public do not feel other projects are necessary or needed.

**May 11 – Surprise Youth Council, Community Room**  
**(results not included in combined data chart)**

**Number of attendees:** no sign-in sheet

**Pre-presentation likelihood of supporting bond:**

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
|                   | 1               | 12                | 3           | 3                 |

**Post- presentation likelihood of supporting bond:**

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
|                   | 1               | 2                 | 10          | 5                 |

**Project Support:**

| Proposed Project                          | Yes,<br>I believe this project is important | No,<br>I do not believe this project is important |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------|
| Permanent Fire Station 304                | 19                                          |                                                   |
| Police Property & Evidence Facility       | 18                                          | 1                                                 |
| Public Works Operations Facility          | 10                                          | 9                                                 |
| Competitive Aquatic Facility              | 11                                          | 9                                                 |
| Fire Station 308                          | 18                                          | 1                                                 |
| Greenway Rd (Cotton to Sarival)           | 13                                          | 6                                                 |
| Litchfield Rd (Sweetwater to Desert Cove) | 11                                          | 8                                                 |
| Pickleball Courts                         | 6                                           | 13                                                |

| Proposed Project            | Alternative Concept | Regional Rec Center | No,<br>I do not believe this project is important |
|-----------------------------|---------------------|---------------------|---------------------------------------------------|
| Regional Recreation Project | 10                  | 9                   |                                                   |

## Comments:

- With regards to the regional recreation project, I chose option 2 because Surprise already has sport courts / playgrounds. We are lacking a stage / climbing wall / major gym, etc.
- I believe all of these initiatives are critical for the growth of Surprise especially if it supports increased population.
- Option 1 (*alternative rec concept*) will get people to Surprise with tournaments and new sports opportunities. Option 2 would be great but it can wait.
- In our part of Arizona, it tends to become hot often, and I am less likely to be outside than inside. The outdoor fields would not be used by the citizens as much as an indoor facility.
- Many of these projects are important to the community both for safety and recreation, but I feel the roads aren't as important.
- Most of the proposals in the city may be important, but they are not at the utmost importance. An 80 acre area of fields would deter many people as it is not a new form of expansionism. Also, public safety should be the first priority and other things come later.
- I feel that option 1 is more beneficial to the city. In a sense it would pay for itself if you rent out the space to build a multi-generational recreation center. P.S. send out those long flyers with estimated cost, gen. location, expected time to voters.
- I would choose this because since it gets so hot in Surprise , I rather go inside and do recreational things than do sports outside.
- I love that we focusing on red centers and public safety. I'm happy to help any city that puts my safety and fun as priority. Please let the youth know how we can help pass this bond. Thank you. We feel confident when you consider us.
- In order for the pool to be successful, the max depth must be 15 ft deep at one end and ascend in feet to a minimum of 5 and a half feet.
- As far as the aquatic center is concerned, I believe that this isn't necessary. We have other pools that are good and functional.
- I think this is a good idea and that it is important to increase police buildings and fire stations. I also agree with an increase in recreation but I just think that some of them aren't necessary, definitely because of cost, but I really like the idea of a Regional Multi-Generational Recreation Center.
- Personally, I feel like most projects that were proposed were unnecessary. Loved the presentation! But the amount of money that we would have to spend is outrageous.
- I think the streets and recreational projects should be the main focus on projects.
- The public safety modifications are so much more important than road beautification. I believe that finishing the project is important, however, I believe the aquatic center and the fields, because these would both almost pay for themselves, would even prove to be especially important to our city.

## May 12 – Sierra Montana

Number of attendees: 8

Pre-presentation likelihood of supporting bond:

| Not at all Likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
|                   |                 | 1                 |             | 3                 |

Post- presentation likelihood of supporting bond:

| Not at all Likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
|                   |                 |                   | 2           | 2                 |

Project Support:

| Proposed Project                          | Yes,<br>I believe this project is important | No,<br>I do not believe this project is important |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------|
| Permanent Fire Station 304                | 4                                           |                                                   |
| Police Property & Evidence Facility       | 4                                           |                                                   |
| Public Works Operations Facility          | 4                                           |                                                   |
| Competitive Aquatic Facility              | 2                                           |                                                   |
| Fire Station 308                          | 4                                           |                                                   |
| Greenway Rd (Cotton to Sarival)           | 4                                           |                                                   |
| Litchfield Rd (Sweetwater to Desert Cove) | 3                                           |                                                   |
| Pickleball Courts                         | 2                                           | 1                                                 |

| Proposed Project            | Alternative Concept | Regional Rec Center | No,<br>I do not believe this project is important |
|-----------------------------|---------------------|---------------------|---------------------------------------------------|
| Regional Recreation Project | 3                   | 1                   |                                                   |

Comments:

- Running Trail – Use Maricopa Trail System
- Add Land for future Fire Station 309

## May 16 – Sun City Grand

**Number of attendees: 21**

### Pre-presentation likelihood of supporting bond:

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
| 2                 | 3               | 6                 | 4           | 3                 |

### Post- presentation likelihood of supporting bond:

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
| 2                 | 3               | 3                 | 3           | 5                 |

### Project Support:

| Proposed Project                          | Yes,<br>I believe this project is important | No,<br>I do not believe this project is important |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------|
| Permanent Fire Station 304                | 16                                          |                                                   |
| Police Property & Evidence Facility       | 16                                          |                                                   |
| Public Works Operations Facility          | 15                                          |                                                   |
| Competitive Aquatic Facility              | 10                                          | 6                                                 |
| Fire Station 308                          | 15                                          | 1                                                 |
| Greenway Rd (Cotton to Sarival)           | 13                                          | 2                                                 |
| Litchfield Rd (Sweetwater to Desert Cove) | 12                                          | 3                                                 |
| Pickleball Courts                         | 7                                           | 8                                                 |

| Proposed Project            | Alternative Concept | Regional Rec Center | No,<br>I do not believe this project is important |
|-----------------------------|---------------------|---------------------|---------------------------------------------------|
| Regional Recreation Project | 9                   | 3                   | 6                                                 |

**Comments:**

- Are we overlooking the Recreation Center at Bullard? That would appear to be more than other cities. Operating costs are such that it would be a drain on revenues and lead to further taxes down the road.
- I'm concerned we are going to need capital funds for water resource infrastructure over the next 5-10 years which will also require a bond measure. How are we going to fund these likely improvements?

I think you should also address the impact of likely population increases on the need for these improvements. Are improvements needed for the EXISTING population or for anticipated future additions? Also, have projected receipts from future increased population been considered in financial modeling?

- A 30 mil bond issue for fire and repair facilities would pass on need. All else as population increases and locating recreation in those areas.
- Taxed info assessed value / 100 x .5 per county assessor

## May 16 – Northwest Regional Library

Number of attendees: 5

Pre-presentation likelihood of supporting bond:

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
| 1                 | 1               |                   |             |                   |

Post- presentation likelihood of supporting bond:

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
|                   |                 |                   | 1           |                   |

Project Support:

| Proposed Project                          | Yes,<br>I believe this project is important | No,<br>I do not believe this project is important |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------|
| Permanent Fire Station 304                | 2                                           |                                                   |
| Police Property & Evidence Facility       | 2                                           |                                                   |
| Public Works Operations Facility          | 2                                           |                                                   |
| Competitive Aquatic Facility              |                                             | 2                                                 |
| Fire Station 308                          | 2                                           |                                                   |
| Greenway Rd (Cotton to Sarival)           | 2                                           |                                                   |
| Litchfield Rd (Sweetwater to Desert Cove) | 2                                           |                                                   |
| Pickleball Courts                         |                                             | 2                                                 |

| Proposed Project            | Alternative Concept | Regional Rec Center | No,<br>I do not believe this project is important |
|-----------------------------|---------------------|---------------------|---------------------------------------------------|
| Regional Recreation Project |                     | 2                   |                                                   |

## Comments:

- 10,000,000 seems like so much money compared to police and fire which is much more necessary. I would be okay with it if it brought more money.
- Email submission:

Sent: Tuesday, May 17, 2016 11:35 AM

Subject: Bond Issue Arguments and opinions

Surprise City Manager, Bob Wingenroth

Sir, as you know, I have attended several Surprise Forward meetings. You expressed your desire for feedback, so here is mine:

Sixty Million is a very big number. How many people attended the Surprise Forward meetings vs. how many people will be voting on the issue? People reading about it in the papers, their minds will key in on a particular individual project and say "this is what they want to do with my 60 million?" That key issue could be a swimming pool, or a recreation center, and their minds will say "no way"! Few will remember the fire stations or roads. So, by combining all of these together, you risk losing the whole thing over a small part that someone does not consider worth the total cost of the project.

My suggestion is to split the bond issue into two parts, each totaling Thirty Million Dollars. I doubt anyone would say no to the fire stations, road construction, evidence facility and the much needed public works maintenance facility. You could even throw in the pickle ball courts, and that would total to just over 30 million. These are the things we need. The remainders are the things we would like.

While I can see great value in having a multigenerational recreational facility, and a competitive aquatic facility that can host Olympic level events, others may not. Why risk getting what we need over what we would like to have.

My feeling is that by splitting things into two bonds, we are surer to get what we need, and maybe what we want.

Keeping it as it is, going for the full 60 million in one shot, we risk losing all.

Thank you for your consideration, and I would love to sit down and discuss the matter with you further.

## May 18 – Arizona Traditions

Number of attendees: 30

### Pre-presentation likelihood of supporting bond:

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
| 9                 | 9               | 5                 | 2           | 3                 |

### Post- presentation likelihood of supporting bond:

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
| 6                 | 3               | 7                 | 6           | 1                 |

### Project Support:

| Proposed Project                          | Yes,<br>I believe this project is important | No,<br>I do not believe this project is important |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------|
| Permanent Fire Station 304                | 23                                          | 4                                                 |
| Police Property & Evidence Facility       | 22                                          | 5                                                 |
| Public Works Operations Facility          | 16                                          | 10                                                |
| Competitive Aquatic Facility              | 5                                           | 22                                                |
| Fire Station 308                          | 22                                          | 5                                                 |
| Greenway Rd (Cotton to Sarival)           | 16                                          | 9                                                 |
| Litchfield Rd (Sweetwater to Desert Cove) | 15                                          | 10                                                |
| Pickleball Courts                         | 9                                           | 16                                                |

| Proposed Project            | Alternative Concept | Regional Rec Center | No,<br>I do not believe this project is important |
|-----------------------------|---------------------|---------------------|---------------------------------------------------|
| Regional Recreation Project | 5                   | 5                   | 15                                                |

**Comments:**

- I highly support this. More emphasis needs to be placed on “selling” this to retirees. How does this benefit them? Many retirees on fixed income.
- This request for more funding by adding taxes cannot be supported following the recently announced tax increase (in place of tax on food sales) and the education override (based on misleading information and scare tactics). Living on a fixed income with no increase in social security means our disposable income is under strain. Funding for these nice but unnecessary projects should come from developers impact fees in the future. Enough of leeches sucking on the taxpayers purse.
- If a new facility is replacing an existing one, will the old facility be sold and the sale monies be used to reduce the bonds? Can a private investor build and run the recreational projects and not use taxpayers monies for a facility that is not used the majority. The same goes for the aquatic facility. Can unused tennis courts be used for pickleball?
- We need transportation, not parks!
- Better public transportation, not parks.
- Community theater / dinner theater / children’s theater at the community recreational center included? (*in the Regional Multi-Gen Rec Center*)
- Transportation to get some of these cars off our streets
- Let the new home developers pay for this.
- The city should consider establishing a capital reserve fund now to finance future projects of this type.

## May 18 – Senior Center

Number of attendees: 16

Pre-presentation likelihood of supporting bond:

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
| 1                 | 3               | 4                 | 3           | 3                 |

Post- presentation likelihood of supporting bond:

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
| 2                 | 2               | 1                 | 6           | 2                 |

Project Support:

| Proposed Project                          | Yes,<br>I believe this project is important | No,<br>I do not believe this project is important |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------|
| Permanent Fire Station 304                | 13                                          | 1                                                 |
| Police Property & Evidence Facility       | 12                                          | 2                                                 |
| Public Works Operations Facility          | 13                                          |                                                   |
| Competitive Aquatic Facility              | 5                                           | 8                                                 |
| Fire Station 308                          | 13                                          |                                                   |
| Greenway Rd (Cotton to Sarival)           | 10                                          | 4                                                 |
| Litchfield Rd (Sweetwater to Desert Cove) | 11                                          | 3                                                 |
| Pickleball Courts                         | 4                                           | 10                                                |

| Proposed Project            | Alternative Concept | Regional Rec Center | No,<br>I do not believe this project is important |
|-----------------------------|---------------------|---------------------|---------------------------------------------------|
| Regional Recreation Project | 2                   | 5                   | 2                                                 |

**Comments:**

- Can support some. Not all. Hopefully ballot questions (projects) are for each project separately.
- Still nothing built on the south side of Surprise.
- These are all so separate issues. Option 1 – would prefer land purchase first! Then ask for greater \$ to fund projects. Option 2 – needs to include library meeting facilities.  
We need more stuff in the old town area. Parking needs to be considered to ensure availability without congestion.
- I think this is great, but it would've been nice to see something here in the OTS.
- I like the aquatic facility in the middle of town so we can use it (the city as a whole)
- I don't think this should be packaged into one item. Projects should be prioritized. I'm more willing to vote for police and fire facilities than rec facilities but if there is a revenue making factor I would consider.
- We from the east side of Surprise feel and know that in the areas of social order we are lacking in just ways of seeing to it that there's a future for our youth – a way for our youth to be encouraged and inspired to become good citizens serving in special professions.

## May 19 – Countryside Rec Center

Number of attendees: 0

## Online Surveys

**Number of surveys:** 79

**Likelihood of supporting bond:**

| Not at all likely | Slightly Likely | Moderately Likely | Very Likely | Completely Likely |
|-------------------|-----------------|-------------------|-------------|-------------------|
| 14                | 9               | 14                | 16          | 26                |

**Project Support:**

| Proposed Project                          | Yes,<br>I believe this project is important | No,<br>I do not believe this project is important |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------|
| Permanent Fire Station 304                | 62                                          | 16                                                |
| Police Property & Evidence Facility       | 58                                          | 21                                                |
| Public Works Operations Facility          | 52                                          | 26                                                |
| Competitive Aquatic Facility              | 34                                          | 41                                                |
| Fire Station 308                          | 59                                          | 19                                                |
| Greenway Rd (Cotton to Sarival)           | 52                                          | 21                                                |
| Litchfield Rd (Sweetwater to Desert Cove) | 47                                          | 25                                                |
| Pickleball Courts                         | 13                                          | 60                                                |

| Proposed Project            | Alternative Concept | Regional Rec Center | No,<br>I do not believe this project is important |
|-----------------------------|---------------------|---------------------|---------------------------------------------------|
| Regional Recreation Project | 22                  | 22                  | 14                                                |

The survey was altered on May 9 to include the alternative recreation concept. Here are the yes/no votes for the Regional Multi-Generational Recreation Center only, which were gathered April 28 – May 8, prior to the survey change.

| Proposed Project                     | Yes,<br>I believe this project is important | No,<br>I do not believe this project is important |
|--------------------------------------|---------------------------------------------|---------------------------------------------------|
| Regional Multi-Gen Recreation Center | 9                                           | 9                                                 |

## Comments:

- A new and improved senior center would be nice for us seniors. Our's is old and too small.
- Build a skating rink.
- Coupled with the 2.2% sales tax on food, I will not support either of these proposals. The food tax will just encourage me to shop at Sun City West. After the dishonest spending spree on the city building a few years ago, trust has been betrayed.
- Don't understand why you would put a pool next to a pool...pub
- Having listened to the May 4 council meeting and public feedback, could there be consideration to build neighborhood rec centers instead of one large regional center? As an adult, I like the idea of a large regional center. But in order for the youth to have reasonable and equitable access, it seems like this could be an opportunity for the city to work towards the original goal of neighborhood rec centers.
- I am a strong advocate of the idea of building a community indoor shooting facility for Surprise. Right now our community must resort to utilizing either Shooter's World, Cow Town, or Ben Avery(all of which are wonderful options). The other option is what has become a trash heap northwest of the Miller Rd Exit off the I-10. This could bring some revenue for the City, while cutting back on the emissions from vehicles for travelers. This indoor shooting facility could be of great benefit in teaching firearms safety to youth and also to an aging senior population. I believe that this facility would not require very much room and could be included in the Multi-Generational Recreation Center. Local CCW instructors at many of the area's firearms dealers could also utilize our facility to conduct their classes, bringing in further revenue. I am uncertain of the types of Federal monies that are donated to public shooting complexes such as Ben Avery, but it could be possible that the Cit
- I am new to this area by a few years but I see already the expansions being built and the growth here. My concern is the projects listed still favor all residents east of the 303. We are senior citizens and do not live in age restricted communities, which we know a lot of people are like us and do not and yet we have no access to pools or community centers unless we travel east of the 303. My question I would put to you is why build another aquatic center beside what is already there instead of one that is on the west side of the 303, then Surprise will have balance and availability for all residents from Hollyhock to Bullard to somewhere in this area? I was told that a huge mall was destine for this area and it looks like with what is being built along Cotton Road there is an expansion of businesses and homes bringing more residents to this area. I am not able to attend any of the listed meetings but thought this important enough to question. Thank you for your time
- I believe that a well put together indoor fitness center would do wonders for the wellness of our community.

- I would love if there was a theater to rival ASU Gammage at the proposed Recreation Center. Also something for the 20/30/40 somethings without kids, & that could maybe bring in people from Luke Air Force Base to help welcome them to the community.
- I'm very concerned about the proposal of any type of community rec center west of 303/ Cactus. Access to the neighborhood west of Cotton and south of Waddell is already straining to accommodate what's already there. With the expansion of paradise honors HS campus, I'm already considering moving out of Surprise due to increased traffic/ noise to our isolated area. Some days it can take 20min to get from Waddell/ Cotton (and vice versa) to near 175th/ Cactus.
- If these projects are so critical for the city they should be addressed within your \$300 million yearly budget!!! Stop the corruption at City Hall!!!
- If this bond passes, will the city finally do something with the fenced in land by the Surprise Farms Baseball fields? The residents have been promised that something would be done with it for years and some homes in that area are already 10 years old. It is an eyesore in the middle of our community. We were very disappointed when nothing was done with this area when the new park and splash pad were built. This area needs to be addressed before I will support adding a competitive swimming pool or new recreation facility.
- It'd be awesome if Surprise had amenities like Sun City West's arts and metalworking facility, or Pebblecreek's creative arts center with woodworking, ceramics, sewing, glasswork, etc. Things that promote residents using their hands, learning new skills, even new trades - possibly resulting in new local businesses or new skilled laborers thereby attracting employers. Further reading: <http://www.robson.com/communities/pebblecreek/amenities/> <http://www.scwmetalclub.com/> We are in need of a larger, more modern senior center!
- More LIT sport (soccer or lacrosse) fields are needed!! We always have to leave the city to play these sports. I like the idea of adding the rec center at a later date! smart planning! at the moment, there are enough gyms and basketball courts in the area.
- Please add woodworking and metalworking shops/classes to the rec center idea.
- Please also hire more police and fire personnel to fill these much needed stations and growth for our city. FIRST RESPONDERS ARE A MUST when or city grows!
- Please check out other AZ community parks like the one in Mesa or the one in Anthem! We need something like that!!!
- Please complete a road from the south/middle of Surprise out to Perryville Road and Shadow Ridge High School. I believe there is only one complete road, Olive, which is quite inconvenient for a lot of students and families. Once all roads are complete around town, I believe residents/tax payers would be more likely to vote for the above recreation concept

and/or center. I would. Please be sure to scale both Fire Department and Police Department with the new homes being built in our area. Thank you for all that you do and making Surprise a beautiful, peaceful place to live!

- Please keep all sports fields or community centers near existing campus off of Bullard. That's a nice central location with many ways to access it.
- Please provide us with the public safety we moved here for, keep Surprise safe and all else will follow. Thank you for all off our time and dedication to our city.
- Question: Can a City level an impact fee and secondary tax to pay for a bond the development is suppose to pay for? is that not double dipping! Why locate a public works yard on the southeast edge of the city rather then closer to the landfill or center of the City?
- Thank you for posting to Facebook, gave me the opportunity to review the projects and participate in the. Survey.
- The only road improvements you are doing are the responsibility of a land owner adjacent to the road. You are just making us pay for someone else's responsibility.
- Two comments: 1. I had to choose between the fields and the rec center. But I like the idea of the fields idea where land is set aside at the same location for a future rec center. I'd like the rec center idea to include similar - land set aside for the fields. It would be very nice to have both at the same location. Since I had to choose one, I went with the rec center since we could use one more than we need the fields immediately, but I do also see the need for the fields. 2. Would it be too late to suggest that the recreation center include some other features, like various art/trade rooms? It would be awesome if Surprise had amenities like Sun City West's metalworking facility, or Pebblecreek's creative arts center with woodworking, ceramics, sewing, glasswork, etc. Things that promote residents using their hands, learning new skills, even new trades - possibly resulting in new local businesses or new skilled laborers thereby attracting employers. Further reading: ht
- We already have a decent amount of community parks with ball fields and playgrounds. We need indoor facilities like gyms and fitness centers that people can use when the heat climbs to 100 degrees and higher. Our surrounding cities (Peoria, Glendale) have these with discounted, affordable rates for residents. I'd be willing to pay even more of a hike in property tax for something like this. Maybe build the center first and reserve land around it for future fields and courts? I think the indoor facilities are much higher a priority at this point. When we were house hunting the one thing we did not like about Surprise vs the surrounding communities was the lack of such a facility.
- We also need to focus on upkeep of current parks. Also on weekends and holidays I think they need to be open until 11pm. (Parks) It keeps kids off the streets and doing positive things.

10pm on weekends, holidays and school breaks is too early!!

- We need more baseball/softball fields for competitive youth teams. We have several youth club ball teams that need more available fields to rent.
- Why is the City always looking at a property tax to fund items? Why did the food tax get shut down? Many people who own homes have the same amount of disposable income as those who rent. Anyone who lives in Surprise should take part in paying for the costs of services and amenities in the City. A food tax should not be out of the question. A proposed property tax increase for this bond in addition to a property tax increase for the new Public Safety positions is too much. I understand the importance of all of these items, but it shouldn't be only the homeowners who foot the bill.
- You have not fixed Bullard yet as promised. We the taxpayers paid for an Arterial not a planner's electric dream that no one uses. On top of that you want us to pay for a storm water utility that is not based upon impervious area of our lots that we already paid for by building detention basins for our subdivisions. The roadways where the runoff occurs are the cities that we already paid for and should be budgeted and maintained by the city period. If you want to solve the storm-water problem; finish Reams road channel as per your agreement with Flood Control. No more Pickle Ball Courts - move to SCG they have plenty No more fire stations - use the abandoned ones. New development must pay for their services No more infrastructure for PW - repurpose the old city hall, or have Google buy that as part of the Athena deal and use their funds. The Current city hall never should have been paid for using our money; it should have been financed and then we would have the m
- police fire and dpw only
- Assuming passage is approved, what about ongoing funding for operations? Annual maintenance and staff; how m any dollars per year and what is the source of the dollars? Answers are necessary for my "yes" vote.
- Thank you for asking.
- for police fire co and public works yes play arounds no

## **PUBLIC ENGAGEMENT FORM**

### **PROJECT TITLE:**

Possible 2016 Bond Election

### **OVERALL PUBLIC INVOLVEMENT LEVEL:**

Staff engaged the public in a variety of ways. Formal discussions regarding a possible Bond Election were held at Council meetings, and there were seven different public meetings that were convened to present possible projects and receive community input relative to a possible Bond Election. The meetings were both information-sharing as well as intended to receive feedback and input from the public.

Additionally, there was an online/electronic campaign to provide information to the public regarding this topic. Social media was utilized to publicize information relative to this item, and input surveys were made available online to allow for feedback from the public via this format. This information was gathered and included with the Council agenda item.

Relative to the upcoming June 21, 2016 meeting, this date was included in all aspects of communication regarding the possible 2016 Bond Election to ensure the public was informed of the date at which Council would consider taking action to advance an election for the fall of 2016.

### **IDENTIFY STAKEHOLDERS:**

Because this item is for consideration of a General Obligation Bond Election, it affects property owners as the repayment mechanism for the bond issuance would be from secondary property taxes. However, the projects have city-wide impact, so the stakeholders also include the public-at-large.

### **OBJECTIVES:**

The purpose of a possible 2016 Bond Election is to obtain funding for significant capital projects that currently lack identified funding. If a Bond Election is not authorized, the City will need to look to other sources of funding and/or possibly delay certain projects.

### **PUBLIC ENGAGEMENT STRATEGIES & TOOLS:**

#### **Public Engagement & Project timeline:**

Public outreach time frame: Spring 2015-Fall 2016

Future Council Work Session/Meetings: June 21 – potential call to election for 2016 ballot

Election dates: November 8, 2016

### **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 and paper)
- ☒ 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

*SURPRISE* FORWARD

PROPOSED GENERAL OBLIGATION  
**BOND ELECTION 2016**



**S U R P R I S E**  
ARIZONA

# COMMUNITY INPUT

- Overview
- Background
  - Capital Improvement Funding Exploratory Committee
- Vision
  - Needs
  - Projects
- Impact

## VISION

- Needs
- Projects
  - Timeline clarification
- Importance of community input

*SURPRISE FORWARD* 

## FIRE STATION 308



PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

## FIRE STATION 308

- Location: City-owned property at Litchfield and Cactus Road
- New fire station located in the heart of our industrial area
- 16 personnel
- Will lower response times
- Total projected construction cost: \$6.3 million
- Anticipated annual operational cost: \$1.6 million

*Opening August 2019*

PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

*SURPRISE FORWARD* 

## DISTRICT FIRE STATION 304



PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

## DISTRICT FIRE STATION 304

- Location: City-owned property at 163rd Avenue & Happy Valley Road
- Replaces current temporary facility
- Current station has been operating out of a temporary facility for 14 years
- City will seek a public/private partnership to continue air-evacuation operation
- Total projected construction cost: \$7.6 million
- Anticipated additional annual operational cost: \$56,000

*Opening July 2019*

*SURPRISE FORWARD* 



# POLICE PROPERTY AND EVIDENCE FACILITY



PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

## POLICE PROPERTY AND EVIDENCE FACILITY

- Location: City-owned property at Litchfield Road and north of Bell Road
- Existing warehouse portion of the facility is at 85% capacity
- Reconfiguration and expansion will add 5,000 square feet
- Includes additional outdoor secured evidence storage
- Total projected construction cost: \$2.9 million
- Anticipated additional annual operational cost: \$50,000

*Opening January 2019*

*SURPRISE FORWARD* 



# PUBLIC WORKS OPERATION FACILITY



PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

## PUBLIC WORKS OPERATION FACILITY

- Location: City-owned property at South Water Reclamation Facility
- 44,000 sq. ft. facility will house Solid Waste, Street Maintenance, Vehicle Maintenance, and Traffic Signal Operations to enhance efficiencies
- Allows two other city-owned facilities to meet Police and Fire/Medical needs
- Total projected construction cost: \$4.6 million\*
- Anticipated annual operational cost: \$150,000

*Opening June 2019*

*SURPRISE* FORWARD 



# GREENWAY ROAD IMPROVEMENTS



PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

## GREENWAY ROAD IMPROVEMENTS

- Location: Greenway Road, just west of and east of Loop 303
- Build 2 travel lanes in each direction and turn lanes on Greenway
- Remove and relocate Maricopa Water District infrastructure for drainage
- Add sidewalks, bike lanes, landscaping and street lighting
- Supports Economic Development and Transportation Connectivity goals outlined within the City Council's Strategic Plan
- Total projected construction cost: \$5.1 million
- Anticipated annual operational cost: \$40,000

*Opening January 2020*

*SURPRISE FORWARD* 



# LITCHFIELD ROAD IMPROVEMENTS



PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

## LITCHFIELD ROAD IMPROVEMENTS

- **Location: Litchfield Road from Sweetwater Avenue to Desert Cove Road**
- **Completion of last remaining underdeveloped segment of Litchfield Road**
- **Provide better, safer, access to the city's recently improved Veramonte Park**
- **Includes sidewalks, bike lanes, landscaping and street lighting**
- **Total projected construction cost: \$3.4 million**
- **Anticipated annual operational cost: \$40,000**

***Opening November 2020***

*SURPRISE FORWARD* 



# MULTI-GENERATIONAL RECREATION CENTER



PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

# MULTI-GENERATIONAL RECREATION CENTER

- Location: To be determined
- 35,000-40,000 square foot facility
- Diverse variety of amenities
- Project recommended in Parks & Trails Master Plan
- Total projected construction cost: \$19.1 million
- Anticipated annual operational cost: \$985,000
  - Anticipated to be self sustaining within 5-7 years

*Opening May 2021*

*SURPRISE FORWARD* 



# ALTERNATE RECREATION CONCEPT



PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

## ALTERNATE RECREATION CONCEPT

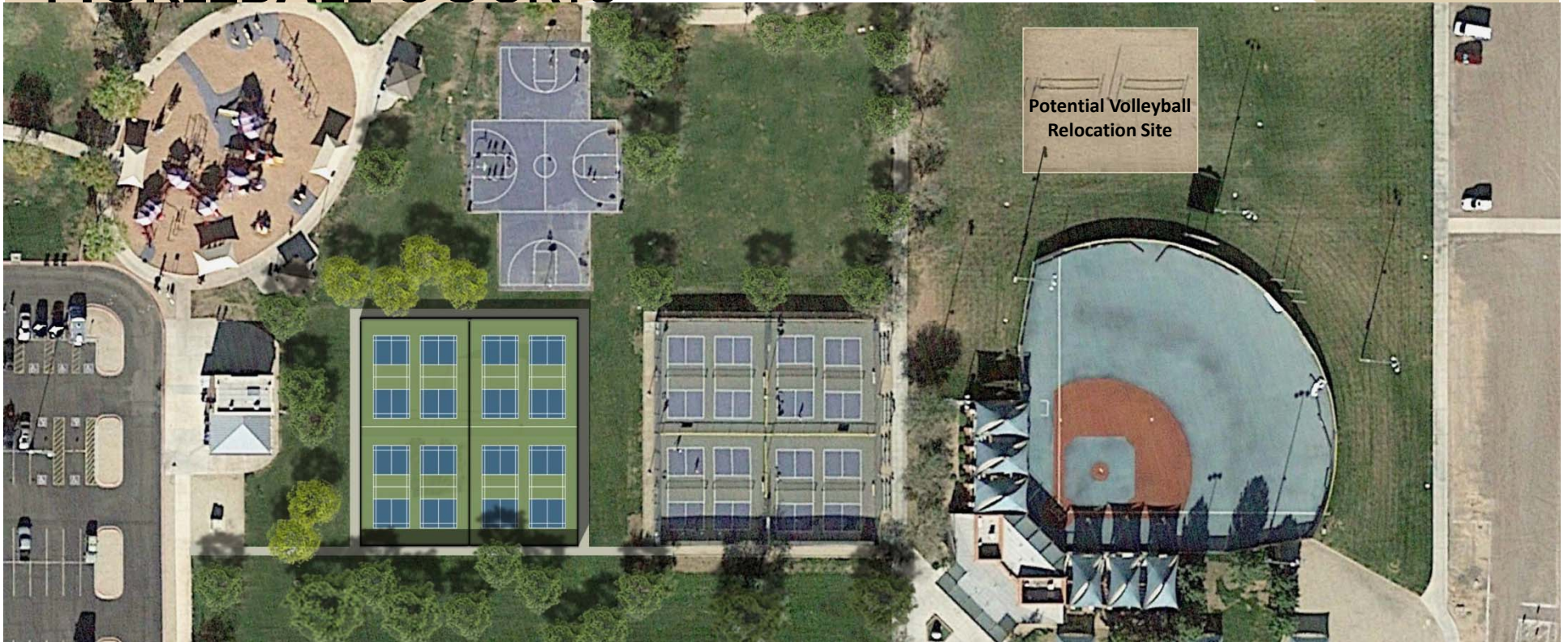
- **Location:** To be determined
- **Proposed amenities include** land for future recreation center/fieldhouse, soccer and softball fields, volleyball and basketball courts, playgrounds, parking, walking paths, landscaping, ramadas & restrooms
- **Total projected construction cost: \$19.1 million**

Future Multi-Generational  
Recreation Center Location

***Opening May 2021***

*SURPRISE FORWARD* 

# PICKLEBALL COURTS



PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

## PICKLEBALL COURTS

- Location: City-owned property west of current Pickleball courts
- Will double the number of Pickleball courts at Surprise Community Park
- Sand volleyball courts to be relocated
- Project includes fencing, lighting and benches
- Total projected construction cost: \$500,000
- Anticipated annual operational cost: \$31,400

*Opening November 2017*

*SURPRISE FORWARD* 



# COMPETITIVE AQUATIC FACILITY



PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

## COMPETITIVE AQUATIC FACILITY

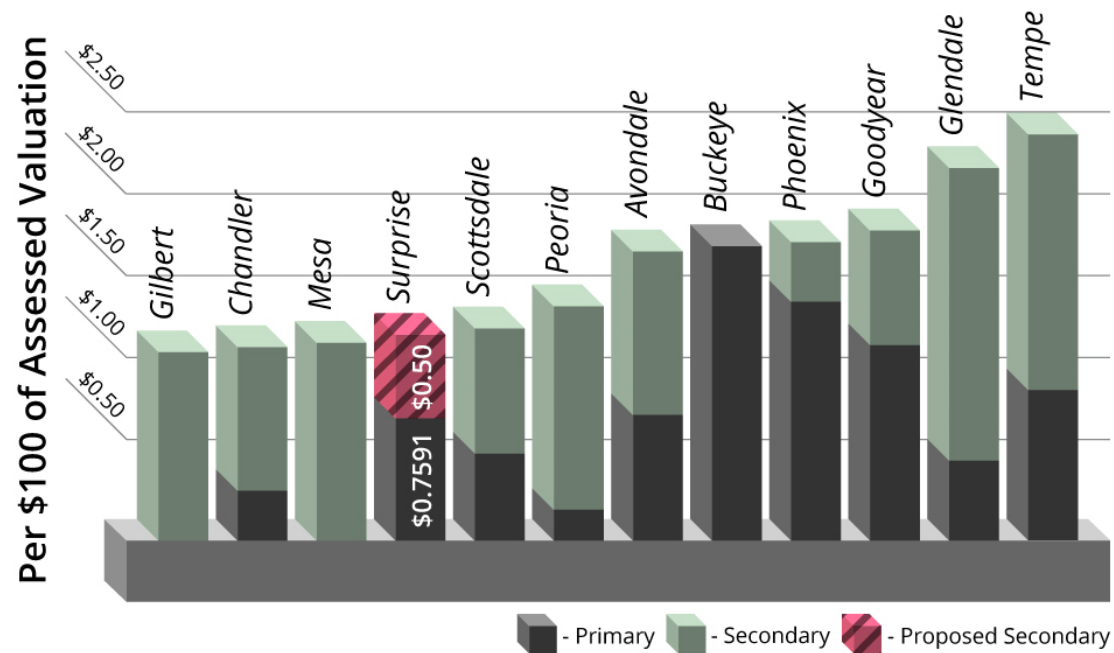
- Location: City-owned property east of current aquatic facility on Bullard Avenue
- 8-lane, 50 meter pool/diving area with shaded bleachers for up to 1,200 spectators
- Large turf area for events
- Swim lessons, special programs, & teams
- Sports Tourism enhancement - Local, State and National competitive swim meets
- Recommended in Parks & Trails Master Plan
- Total projected construction cost: \$10 million
- Anticipated annual operational cost: \$700,000
  - Anticipated annual revenue: \$250,000

*Opening November 2019*

## GENERAL OBLIGATION BONDS

- Finance civic improvements
- Sold to investors - repaid with interest
- Repaid through secondary property tax
- Require voter approval

# FINANCIAL IMPACT



PROPOSED GENERAL OBLIGATION **BOND ELECTION 2016**

# FINANCIAL IMPACT



The tax is anticipated to be  
\$0.50 per \$100 of limited property value.

## FIND YOUR ASSESSED PROPERTY VALUE:

1. Visit <http://mcassessor.maricopa.gov>
2. Enter property address in search box
3. Select "Details" from Real Property search result
4. Find the "Assessed Limited Property Value (LPV)"
5. Divide Limited Property Value by 100 and then multiply that number by the \$0.50 rate

## NEXT STEPS

### Tonight

- Surveys
- Large group input
- One-on-one discussion

### Public process

- May: Public Meetings
- June 21: City Council discussion/vote
- *Preparation of ballot materials*
- November 8: Election Day

## SURPRISE FORWARD

### ARE YOU READY TO MOVE SURPRISE FORWARD?

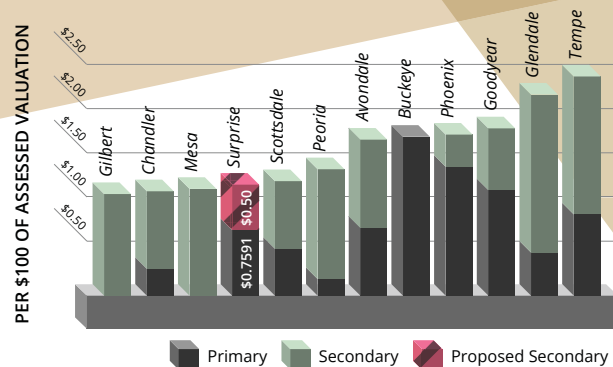
Last year, the following projects and others were identified as needs for the community by a group of volunteer residents acting as the Capital Improvement Funding Exploratory Committee.

These projects can become a reality through a \$60 million General Obligation Bond; which, if approved by City Council prior to the July 'Call for Election' deadline and the voters in November, would result in a secondary property tax. Surprise currently does not have a secondary property tax. The projects would be constructed in phases over the next five years.

| PROPOSED PROJECT                                                                                                                                                                                                                                                                                                                      | ESTIMATED CONSTRUCTION COST | ESTIMATED OPERATIONAL COST/YR                                                | GENERAL LOCATION                              | EXPECTED TIMELINE     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------------------------------------------|-----------------------------------------------|-----------------------|
|                                                                                                                                                                                                                                                                                                                                       |                             | ★ Indicates operational costs are expected to be offset by revenue generated |                                               |                       |
| FIRE STATION 308                                                                                                                                                                                                                                                                                                                      | \$6,300,000                 | \$1,653,000                                                                  | Litchfield Rd & Cactus Rd                     | Jul. 2017 - Aug. 2019 |
| Design & build a permanent Community Fire Station east of the water plant at Cactus and Litchfield roads. Approx. 10K sq ft facility with multiple bays.                                                                                                                                                                              |                             |                                                                              |                                               |                       |
| PERMANENT FIRE STATION 304                                                                                                                                                                                                                                                                                                            | \$7,600,000                 | \$56,000                                                                     | 163rd Ave & Happy Valley Rd                   | Apr. 2017 - Jul. 2019 |
| Design & build a permanent Community Fire Station at 163rd Ave and Happy Valley Rd to replace the current temporary, modular facility. Facility will be approx. 15K sq ft with multiple bays; will house the Helicopter Air Logistics Operations. When demand warrants, a new ladder company and Battalion Chief office can be added. |                             |                                                                              |                                               |                       |
| POLICE PROPERTY & EVIDENCE FACILITY                                                                                                                                                                                                                                                                                                   | \$2,900,000                 | \$50,000                                                                     | Litchfield Rd, North of Bell Rd               | Jan. 2017 - Jan. 2019 |
| Construct an expansion to current facility, which would include increased storage, new walk-in refrigerators/freezers to assure preservation of biological evidence. Includes additional outdoor secured evidence storage.                                                                                                            |                             |                                                                              |                                               |                       |
| PUBLIC WORKS OPERATIONS FACILITY                                                                                                                                                                                                                                                                                                      | \$4,600,000                 | \$150,000                                                                    | Near Cactus Rd & Litchfield Rd                | Jun. 2017 - Jun. 2019 |
| Design and construct a new facility to house the Solid Waste, Street Maintenance, Traffic Signal Maintenance and Vehicle Maintenance operations of Public Works in a centralized location. Centralization will result in two vacated buildings that will be used to serve Police and Fire-Medical needs.                              |                             |                                                                              |                                               |                       |
| GREENWAY ROAD                                                                                                                                                                                                                                                                                                                         | \$5,100,000                 | \$40,000                                                                     | Cotton Ln - Sarival Rd                        | Jan. 2018 - Jan. 2020 |
| This project will finish the south half of Greenway Rd from 800 feet west of Loop 303 to 1600 feet east of Loop 303. Improvements will include two additional travel lanes, drainage, sidewalks, bicycle lane, street lighting, landscaping and turn lanes.                                                                           |                             |                                                                              |                                               |                       |
| LITCHFIELD ROAD                                                                                                                                                                                                                                                                                                                       | \$3,400,000                 | \$40,000                                                                     | Sweetwater Ave - Desert Cove Rd               | Jan. 2019 - Nov. 2020 |
| Improvements will provide two travel lanes each in north and south direction, drainage, sidewalks, bicycle lane, turn lanes, lighting and landscaping.                                                                                                                                                                                |                             |                                                                              |                                               |                       |
| REGIONAL RECREATION PROJECT                                                                                                                                                                                                                                                                                                           | \$19,100,000                | \$985,000*                                                                   | TBD                                           | Oct. 2017 - May 2021  |
| A 35-40K sq ft multi-generational recreation center with multi-purpose rooms, basketball court, stage, running track, fitness center, climbing wall, gym & more OR purchase 80 acres of land for a variety of lit ball fields and sport courts, playgrounds, ramadas, restrooms and reserved land for future rec center.              |                             |                                                                              |                                               |                       |
| PICKLEBALL COURTS                                                                                                                                                                                                                                                                                                                     | \$500,000                   | \$31,400                                                                     | Surprise Community Park                       | Jan. 2017 - Nov. 2017 |
| Design and construct 8 additional pickleball courts including fencing, lighting and benches.                                                                                                                                                                                                                                          |                             |                                                                              |                                               |                       |
| COMPETITIVE AQUATIC FACILITY                                                                                                                                                                                                                                                                                                          | \$10,000,000                | \$700,000*                                                                   | East of current Aquatic Center on Bullard Ave | Jul. 2017 - Nov. 2019 |
| Regional aquatic facility with an 8-lane 50 meter pool, diving area, shaded bleachers for up to 1200 spectators, concessions and more!                                                                                                                                                                                                |                             |                                                                              |                                               |                       |

## WHAT ARE GENERAL OBLIGATION BONDS?

General Obligation Bonds are a way cities finance civic improvements. General Obligation Bonds are sold to investors who are repaid with interest. The repayment comes from a secondary property tax, which Surprise does not currently have. This is why voter approval is necessary.



## WHAT'S THE COST FOR YOU?



The tax is anticipated to be \$0.50 per \$100 of limited property value.

**\$200,000**  
ASSESSED VALUE

If City Council votes to send this initiative to the November 2016 General Election Ballot, and if approved by voters, the projects would be constructed in phases over the next five years. The cost to you, administered via your property tax bill, is not determined by your property's market value, but rather its assessed value.

### FIND YOUR ASSESSED PROPERTY VALUE:

1. Visit <http://mcaassessor.maricopa.gov>
2. Enter property address in search box
3. Select "Details" from Real Property search result
4. Find the "Assessed Limited Property Value (LPV)"
5. Divide Limited Property Value by 100 and then multiply that number by the \$0.50 rate

## IMPORTANT DATES

➤ MAY Public Meetings

➤ JUN 21 City Council discussion of a General Obligation Bond Package for the November 2016 General Election Ballot

➤ JUL 11 Call for Election deadline (council may take action in advance of this date)\*

➤ JUL 26 Ballot Language deadline (council may take action in advance of this date)\*

➤ AUG 10 Publicity Pamphlet deadline (council may take action in advance of this date)\*

➤ NOV 8 Election Day

\*City Council Agendas are posted at <http://agenda.surpriseaz.gov> at least 24 hours in advance of the meeting.



MORE INFO:

[surpriseaz.gov/surpriseforward](http://surpriseaz.gov/surpriseforward)