



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

Tuesday, April 18, 2017 @ 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 only on issues within the jurisdiction of the City Council which are not an item 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 4 | Consideration and action pertaining to approval of the final plat entitled "Amended Final Plat of Boyle Property" dated March 10, 2017, a property generally on the southwest corner of Bell Road and North 115th Avenue at 11503 West Bell Road. | Approve
Hobart
Wingard -
Community
Development |
| 2. | District Citywide | Consideration and action on the minutes of April 3, 2017 Special | None |

City Council Meeting (Retreat) and April 4, 2017 Regular City Council Work Session and Regular City Council Meeting.

Sherry Ann Aguilar,
City Clerk

3. District 5 Consideration and action on a liquor license request by applicant, Thomas Schoenke for Boots and Bourbon Bar & Grill located at 14051 West Grand Avenue, Surprise, AZ 85374 (License # 1207A917 - Interim Permit/New License). None
Sherry Ann Aguilar, City Clerk
4. District Citywide Consideration and action pertaining to amendment of the fiscal year 2017 budget by reallocating appropriations of \$4000 within Grant Funds for the acceptance of an award from the Arizona Governor's Office of Highway Safety in the amount of \$4,000 to enforce seat belt and child safety seat laws as part of the national "Click it or Ticket" campaign; Resolution # 2017-35. None
Randy Rody,
Commander
5. District Citywide Consideration and action pertaining to City of Surprise's entry into an IGA with the City of Phoenix to utilize Phoenix's hosted and developed municipal tax dashboards on their Business Intelligence System; Resolution 2017-40. None
Lindsey Duncan,
Finance Director
6. District Internal Consideration and action pertaining to amending the Fiscal Year 2017 budget by reallocating appropriations of \$80,100 within the Grants Fund and \$7,200 within the Surprise Fire and Medical Department's Services budget within the General Fund for the receipt of a FEMA Assistance to Firefighters Grant (AFG) award for regional training; Resolution # 2017-34. None
Tom Abbott,
Fire Chief
7. District 3 Consideration and action pertaining to approval of the Replat of Lot 7A of the "Replat of Lot 6 of the Final Plat for Sierra Montana Crossing" dated January 30, 2017, a property generally on the southwest corner of Greenway Road and Cotton Lane. None
Hobart Wingard -
Community Development

Regular Agenda Item - Non-Public Hearing:

8. District Internal Consideration and action pertaining to re-appointment of Kenneth Broadfoot as the citizen member and Jim Hayden as Chairman of the Public Safety Personnel Retirement System Local Board, both to serve a four year term expiring April 18, 2021. None
Mayor Wolcott

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

9. District Internal Consideration and action to enter into executive session for City Council to discuss and consult with staff in order to consider its position and instruct staff regarding negotiations for the future development options pertaining to real property within the Original Town Site pursuant to A.R.S 38-431.03(A)(7). None
Robert Wingo, City Attorney
10. District Internal Consideration and action to enter into executive session for None

discussion and consultation with the City Attorney and to receive legal advice and to consider its position and instruct the City Attorney pertaining to a development agreement with Surprise Center Development Company pursuant to A.R.S. 38-431.03(A)(3) and (4).

Robert
Wingo, City
Attorney

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

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

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

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

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED:

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



CITY OF SURPRISE
Regular City Council Meeting

April 18, 2017 @ 6:00:00 PM

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Council Meeting Date:	April 18, 2017	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	4
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the final plat entitled "Amended Final Plat of Boyle Property" dated March 10, 2017, a property generally on the southwest corner of Bell Road and North 115th Avenue at 11503 West Bell Road.

Motion:

I move to approve the final plat entitled "Amended Final Plat of Boyle Property" dated March 10, 2017.

Background:

Epsilon Design Group seeks approval of an Amended Final Plat to combine two (2) parcels into a single 0.55 acre parcel while providing dedicated frontage for Bell Road.

Objective Analysis:

The proposed Amended Final Plat will provide the mechanism needed to allow the owners of the land to continue to operate the office facility while providing for the accompanying CUP for a vehicle sales facility in a manner that is consistent with the goals and policies of the General Plan.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS17-030 - Boyle Property Amended Final Plat - Staff Report](#)
 - ☐ [01 - FS17-030 - Boyle Property Amended Final Plat - Location Maps](#)
 - ☐ [02 - FS17-030 - Boyle Property Amended Final Plat - Amended Final Plat](#)
 - ☐ [03 - FS17-030 - Boyle Property Amended Final Plat - Proposed Site Plan](#)
 - ☐ [04 - FS17-030 - Boyle Property Amended Final Plat - Presentation](#)
-

AMENDED FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS17-030

Project Name: Boyle Property Amended Final Plat

Council District: 4 - Mulberry

Meeting Date: April 18, 2017

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

Owner: Michael Boyle, Sr. of Desert Bay Insurance

Applicant: Epsilon Design Group

Request: An Amended Final Plat to combine two (2) parcels into a single 0.55 acre parcel while providing dedicated frontage for Bell Road.

Site Location: The project site is generally located on the southwest corner of Bell Road and North 115th Avenue at 11503 West Bell Road

Site Size: Approximately 0.55 acre

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

Support/Opposition: No support or opposition was encountered

Project Description:

Epsilon Design Group seeks approval of an Amended Final Plat to combine two (2) parcels into a single 0.55 acre parcel while providing dedicated frontage for Bell Road. The plat will support the existing office and proposed vehicular sales uses.

Background:

June 23, 1983: The subject parcel was annexed into the City of Surprise under Ordinance 83-06.

August 14, 2008: The City Council approved a rezone of the subject property from Community Commercial (C2) to Regional Commercial (C3).

January 9, 2014: The Planning and Zoning Commission approved a Site Plan for Desert Bay Insurance under case FS13-475.

January 28, 2014: The Mayor and City Council approved a Final Plat for the Boyle Property under case FS13-475.

September 29, 2016: Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under CR16-396.

January 13, 2017: The applicant filed a request for a Conditional Use Permit (CUP) for a vehicle sales facility and an Amended Final Plat under case FS17-030, the subject case.

Analysis and Discussion:

Epsilon Design Group seeks approval of an Amended Final Plat to combine two (2) parcels into a single 0.55 acre parcel while providing dedicated frontage for Bell Road. The plat will support the existing office and proposed vehicular sales uses.

An accompanying CUP for vehicle sales will be heard by the Planning and Zoning Commission. The ultimate plan for this parcel is to provide 1,969 square feet of office space with a 15-vehicle sales use. 23 total vehicle spaces will be provided.

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports locally oriented commercial uses such as that existing and proposed.

Reviewing Agencies: In addition to the standard City reviewing departments, Luke Air Force Base and Maricopa Water District were included in the routing of this case and indicated no objections to the request.

Summary:

Staff believes the proposed Amended Final Plat will provide the mechanism needed to allow the owners of the land to continue to operate the office facility while providing for the accompanying CUP for a vehicle sales facility in a manner that is consistent with the goals and policies of the General Plan.

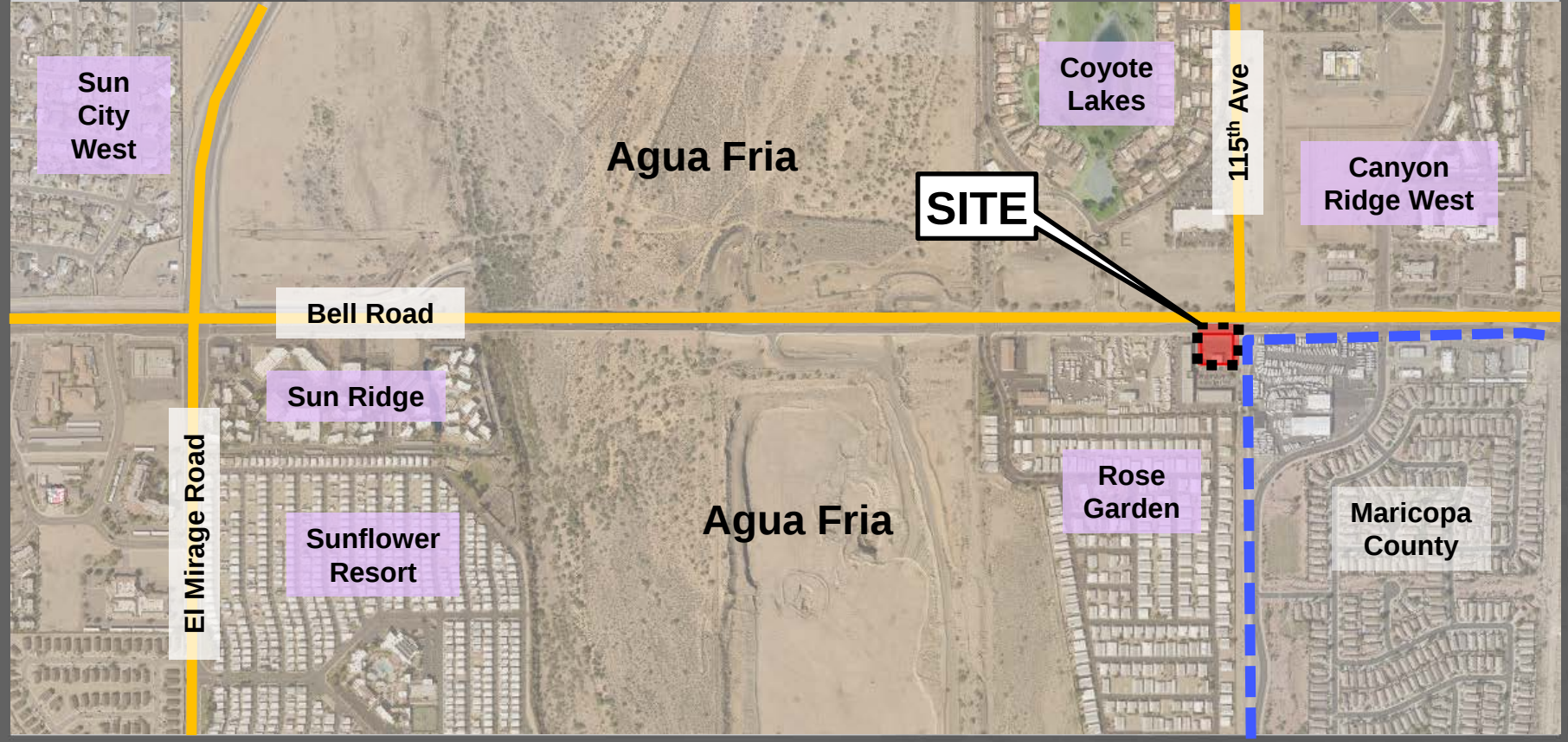
Findings:

- The proposed Amended Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Amended Final Plat is consistent with the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

Attachments:

- 01 – Vicinity Maps
- 02 – Amended Final Plat
- 03 – Proposed Site Plan
- 04 – PowerPoint

VICINITY MAP



LOCATION MAP



STATE OF ARIZONA}
COUNTY OF MARICOPA}

KNOW ALL PERSONS BY THESE PRESENTS: THAT MICHAEL BOYLE SR., AS OWNER, HAS SUBDIVIDED UNDER THE NAME "BOYLE PROPERTY", A PORTION OF NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "BOYLE PROPERTY" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF:
NORTH BAY HOLDING COMPANY, LLC AS OWNER, HAS HEREUNDER CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS DAY OF , 20

NORTH BAY HOLDING COMPANY, LLC
BY:

MICHAEL BOYLE SR.
ITS: MANAGING MEMBER

STATE OF ARIZONA}
COUNTY OF MARICOPA}

BEFORE ME THIS DAY OF , 20 , MICHAEL BOYLE SR. PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGING MEMBER, OF NORTH BAY HOLDING COMPANY, LLC, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT MICHAEL BOYLE SR. AS MANAGING MEMBER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

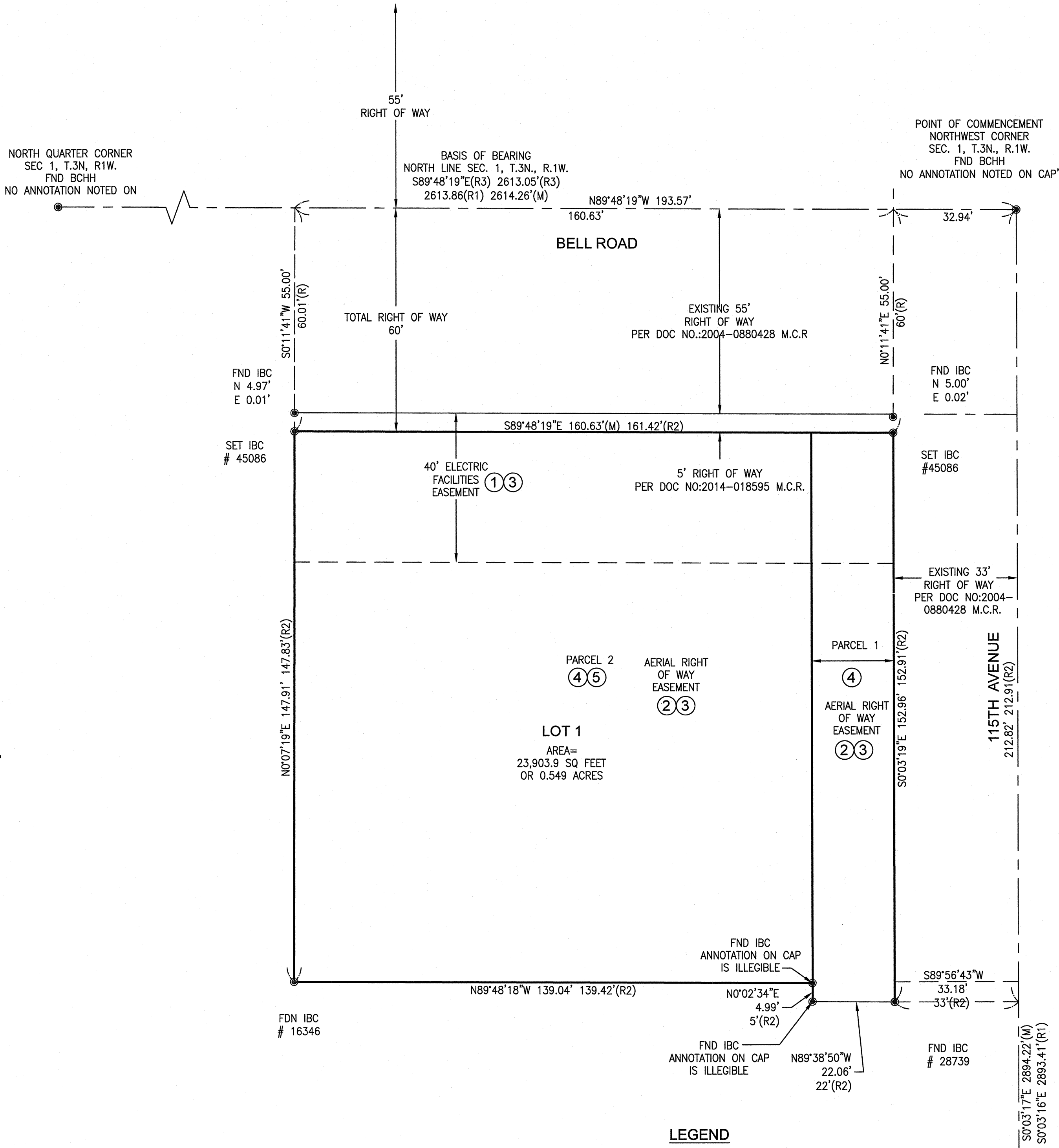
IN WITNESS WHEREOF, I HERUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
NOTES
EXPIRES

1. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
2. THIS PLAT SUPERCEDES ORIGINAL PLAT OF LOT 1, OF BOYLE PROPERTY, IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1174, PAGE 32.
3. PLAT OWNERSHIP IS REVISED FROM MICHAEL BOYLE SR. AS OWNER TO NORTH BAY HOLDING COMPANY, LLC AS OWNER.

AMENDED FINAL PLAT
OF
BOYLE PROPERTY

"AMENDED PLAT FROM BOOK 1190, PAGE 44"
A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



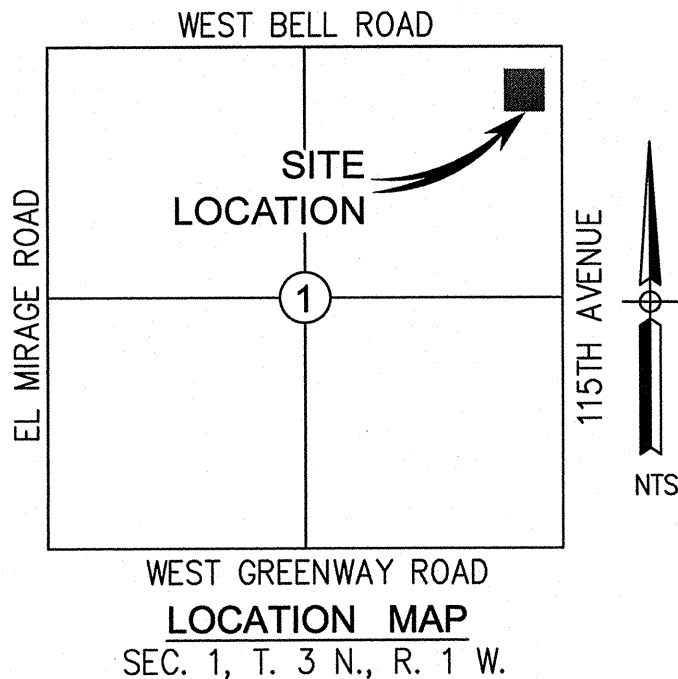
OWNER
NORTH BAY HOLDING COMPANY, LLC
MICHAEL BOYLE SR., MANAGING MEMBER
CIVIL ENGINEER & SURVEYOR
EPSILON ENGINEERING & MATERIAL, LLC
13765 WEST AUTO DRIVE, SUITE 119
GOODYEAR, AZ 85338
TEL: 623-882-9928

BASIS OF BEARING
NORTH LINE OF THE NE 1/4, SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST, SAID LINE ALSO BEING THE SOUTH LINE SE 1/4, SECTION 36, TOWNSHIP 4 NORTH, RANGE 1 WEST AS SHOWN ON PLSS SUBDIVISION RECORD OF SURVEY RECORDED IN BOOK 678, PAGE 15
BEARING: S89°48'19"E

BOUNDARY NOTE REFERENCES

- (R1) DESIGNATES RECORDED BEARINGS & DISTANCES AS SHOWN ON RESULTS OF SURVEY RECORDED IN BOOK 581, PAGE 32
(R2) DESIGNATES RECORDED DISTANCES AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO:2014-0108595 (60' RIGHT OF WAY BELL RD)
(R3) DESIGNATES RECORDED BEARINGS & DISTANCES AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 678, PAGE 15
(M) DESIGNATES MEASURED BEARINGS & DISTANCES BETWEEN MONUMENTS

LEGEND
FOUND MONUMENT-TYPE AS NOTED
PROPERTY BOUNDARY LINE
PARCEL LINE
EASEMENT LINE
MONUMENT LINE
FND FOUND
BCHH BRASS CAP IN HAND HOLE
BCFL BRASS CAP FLUSH
IB IRON BAR
IBC IRON BAR WITH PLASTIC CAP
APN ASSESSORS PARCEL NUMBER



CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2013; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY:
JOSEPH F. ZEIMET, R.L.S.
RLS# 45086
EAST VALLEY SURVEYING AND MAPPING
3457 E DUBLIN ST.
GILBERT, ARIZONA 85295
PHONE: 480-993-3919

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

EASEMENT NOTES

- 1 AN EASEMENT FOR ELECTRIC FACILITIES AND INCIDENTAL PURPOSES RECORDED IN DOCUMENT NO: DOCKET 14088, PAGE 609
2 AN EASEMENT FOR AERIAL RIGHT OF WAY AND INCIDENTAL PURPOSES RECORDED IN DOCUMENT NO: DOCKET 87-090836
3 TERMS AND PROVISIONS CONTAINED IN THAT CERTAIN "AGREEMENT" RECORDED IN DOCUMENT NO: DOCKET 90-146281
4 TERMS AND PROVISIONS CONTAINED IN THAT CERTAIN "ACCESS AGREEMENT" RECORDED IN DOCUMENT NO: DOCKET 2004-0887361
5 UNRECORDED LEASE UNDER THE TERMS AND CONDITIONS CONTAINED THEREIN MADE BY:

LESSOR CO 2004 STATION 4, AN ARIZONA LIMITED LIABILITY COMPANY
LESSEE CRICKET COMMUNICATIONS, INC., A DELAWARE CORPORATION
DATED NOT SHOWN
TERM 5 YEARS
AS DISCLOSED BY MEMORANDUM OF LEASE
RECORDED DECEMBER 18, 2008
DOCUMENT NO. 2008-1067582

PARENT LEGAL DESCRIPTION

PARCEL 1

THE WEST 22 FEET OF THE EAST 55 FEET OF THE NORTH 212.91 FEET OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, EXCEPT THE NORTH 60 FEET THEREOF.

PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

THENCE WEST 194 FEET;
THENCE SOUTH 60.01 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 147.83 FEET;
THENCE EAST 161.42 FEET;
THENCE NORTH 147.88 FEET;
THENCE WEST 161.42 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 22 FEET.

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; THENCE NORTH 89°48'19" WEST ALONG THE NORTH LINE OF SAID SECTION 1 A DISTANCE OF 193.57 FEET; THENCE LEAVING SAID NORTH SECTION LINE SOUTH 0°11'41" WEST A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST BELL ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89°48'19" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 160.63 FEET TO THE WEST RIGHT-OF-WAY LINE OF 115TH AVENUE; THENCE SOUTH 0°03'19" E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 152.96 FEET; THENCE NORTH 89°38'50" WEST A DISTANCE OF 22.06 FEET; THENCE NORTH 0°02'34" EAST A DISTANCE OF 4.99 FEET; THENCE NORTH 89°48'18" WEST A DISTANCE OF 139.04 FEET; THENCE NORTH 0°07'19" EAST A DISTANCE OF 147.91 FEET TO THE POINT OF BEGINNING.

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

MAYOR DATE

ATTEST: CITY CLERK DATE

SCALE: 1 inch = 20 ft.

Epsilon Design Group
13765 W. Auto Dr. SUITE 119
Goodyear, Arizona 85338
623-882-9928

AMENDED FINAL PLAT
OF
BOYLE PROPERTY
A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

Table with 4 columns: No., Revision/Issue, Date, and Description. Includes entries for ownership change and row change.

Table with 4 columns: Project, Date, Drawn by, and Checked by. Includes project details for 13EEM2118CIV and drawing by Marcus Reed.

SHEET
1 OF 1

SITE PLAN
FOR
BOYLE PROPERTY REDEVELOPMENT

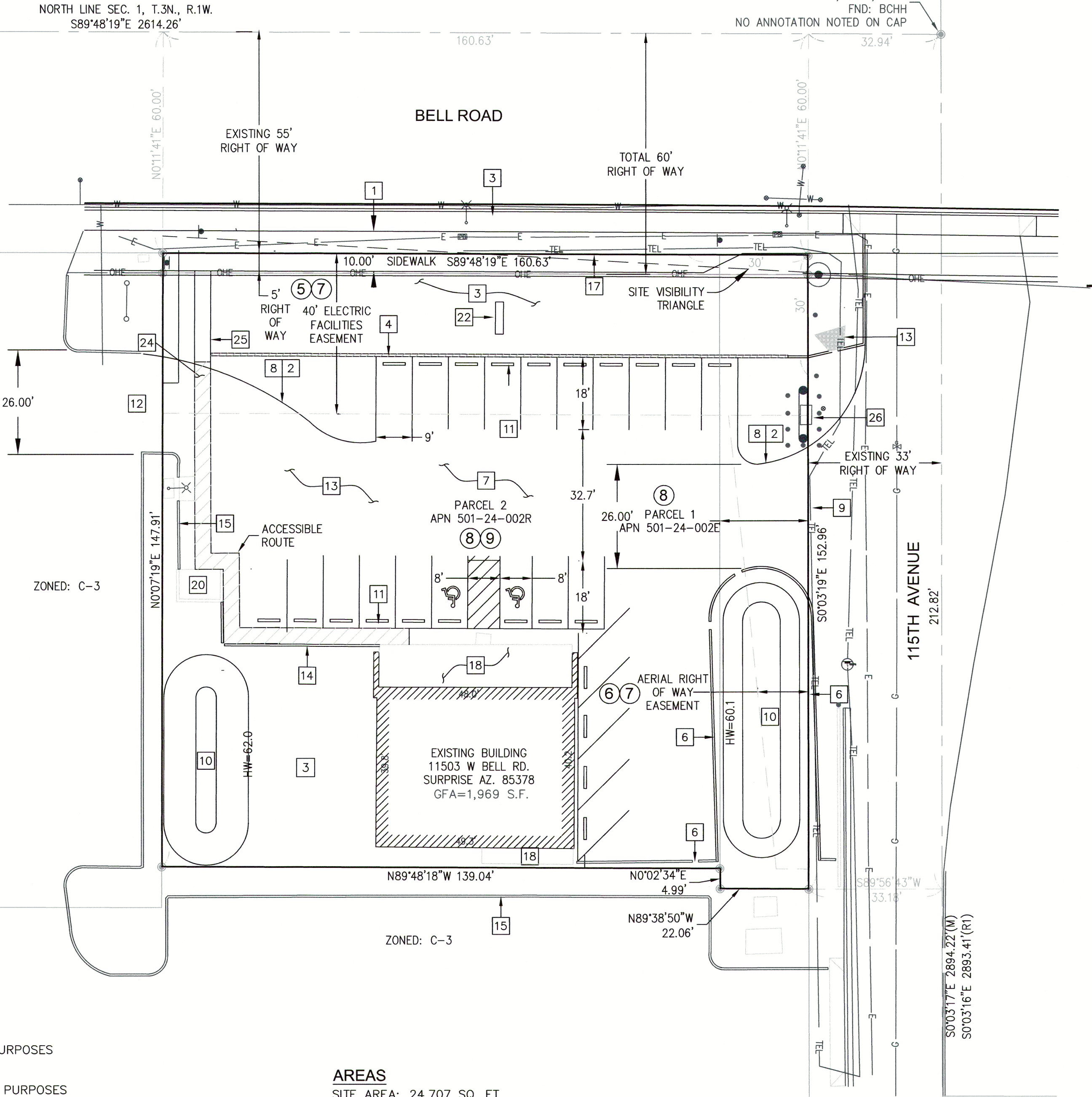
11503 WEST BELL ROAD
SURPRISE, ARIZONA 85378

ZONED: PAD

NORTH QUARTER CORNER
SEC. 1, T.3N., R.1W.
FND: BCHH
NO ANNOTATION NOTED ON

NORTH LINE SEC. 1, T.3N., R.1W.
S89°48'19"E 2614.26'

NORTHEAST CORNER
SEC. 1, T.3N., R.1W.
FND: BCHH
NO ANNOTATION NOTED ON CAP



OWNER

MICHAEL BOYLE SR.
11503 W BELL RD
SURPRISE, ARIZONA
TEL: (360)710-9244

ARCHITECT

A DESIGN INVISION LLC
14583 WEST WINDSOR AVE.
GOODYEAR, AZ 85395
TEL: 623-535-5526

CIVIL ENGINEER & SURVEYOR

EPSILON ENGINEERING & MATERIAL, LLC
13765 WEST AUTO DRIVE, SUITE 119
GOODYEAR, AZ 85338
TEL: 623-882-9928

SITE NOTES

- 10' SIDEWALK
- NO PARKING.
- LANDSCAPING AREA. SEE LANDSCAPE PLANS.
- 3' HIGH SITE WALL.
- 6" HIGH EXTRUDED CURB
- PROPOSED PARKING. 4" WHITE STRIPING
- PROPOSED YELLOW STRIPING NO PARKING
- 3" HIGH SPEED BUMP
- RETENTION BASIN
- PARKING BUMPERS
- EMERGENCY ACCESS PER SU 40
- RIP RAP.
- NOT USED.
- EXISTING CURB
- NOT USED.
- EXISTING LOT LINE/RIGHT OF WAY LINE
- EXISTING CONCRETE PAD TO REMAIN
- NOT USED.
- EXISTING REFUSE ENCLOSURE. DECORATIVE DOORS TO BE INSTALLED.
- NOT USED.
- PROPOSED FUTURE SIGN
- NOT USED.
- CROSS WALK. 4" WHITE STRIPING
- 4' WALKWAY FROM RIGHT OF WAY TO PARKING AREA.
- NEW ANTI-SYPHON VALVE WITH BOLLARDS.

EASEMENT NOTES

- AN EASEMENT FOR ELECTRIC FACILITIES AND INCIDENTAL PURPOSES
RECORDED IN DOCUMENT NO: DOCKET 14088, PAGE 609
- AN EASEMENT FOR AERIAL RIGHT OF WAY AND INCIDENTAL PURPOSES
RECORDED IN DOCUMENT NO: DOCKET 87-090836
- TERMS AND PROVISIONS CONTAINED IN THAT CERTAIN "AGREEMENT"
RECORDED IN DOCUMENT NO: DOCKET 90-146281
- TERMS AND PROVISIONS CONTAINED IN THAT CERTAIN "ACCESS AGREEMENT"
RECORDED IN DOCUMENT NO: DOCKET 2004-0887361
- UNRECORDED LEASE UNDER THE TERMS AND CONDITIONS CONTAINED THEREIN
MADE BY:

LESSOR
LESSEE
DATED
TERM
AS DISCLOSED BY
RECORDED
DOCUMENT NO.

CO 2004 STATION 4, AN ARIZONA LIMITED LIABILITY
COMPANY
CRICKET COMMUNICATIONS, INC., A DELAWARE
CORPORATION
NOT SHOWN
5 YEARS
MEMORANDUM OF LEASE
DECEMBER 18, 2008
2008-1067582

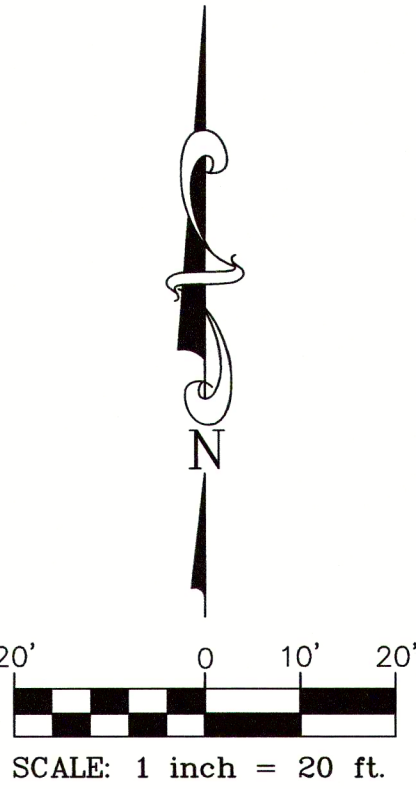
AREAS

SITE AREA: 24,707 SQ. FT.
SITE COVERAGE: 15,668 SQ. FT. (63%)

PARKING CALCULATIONS

REQUIRED
OFFICE: 1 PER 350 SF GFA (MIN)
1.5 PER 375 SF GFA (MAX)
1,969 GFA/250 = 8 SPACES

PROVIDED
22 SPACES



BOYLE PROPERTY REDEVELOPMENT
11503 W. BELL RD
SURPRISE, AZ 85378
SITE PLAN

No.	Revision/Issue	Date
1	REMOVED NOTE 5 & CALL-OUT 5	2/14/14

Project	13EEM2118CIV
Date	OCTOBER 22, 2013
Designed by	MARCUS REED
Drawn by	NICK PLAZA
Checked by	MAHDI SADEK, P.E.

SHEET
C-1
SHEET 1 OF 1

Epsilon Design Group
13765 W. Auto Dr. SUITE 119
GOODYEAR, ARIZONA 85338
TEL: (602) 969-0928
Epsilon Design Group is a subsidiary of Epsilon Engineering & Material, LLC



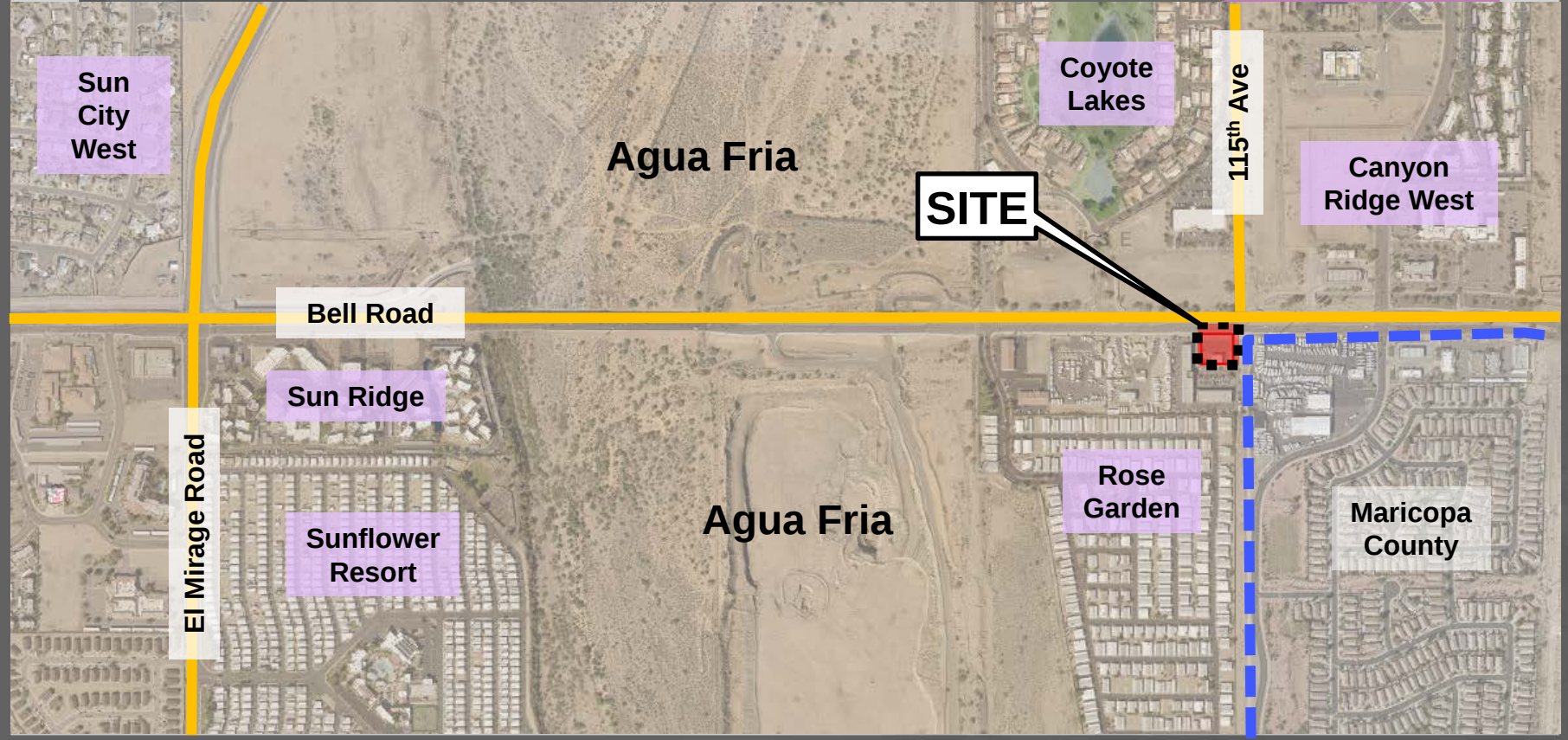


SURPRISE
ARIZONA

BOYLE PROPERTY AMENDED FINAL PLAT

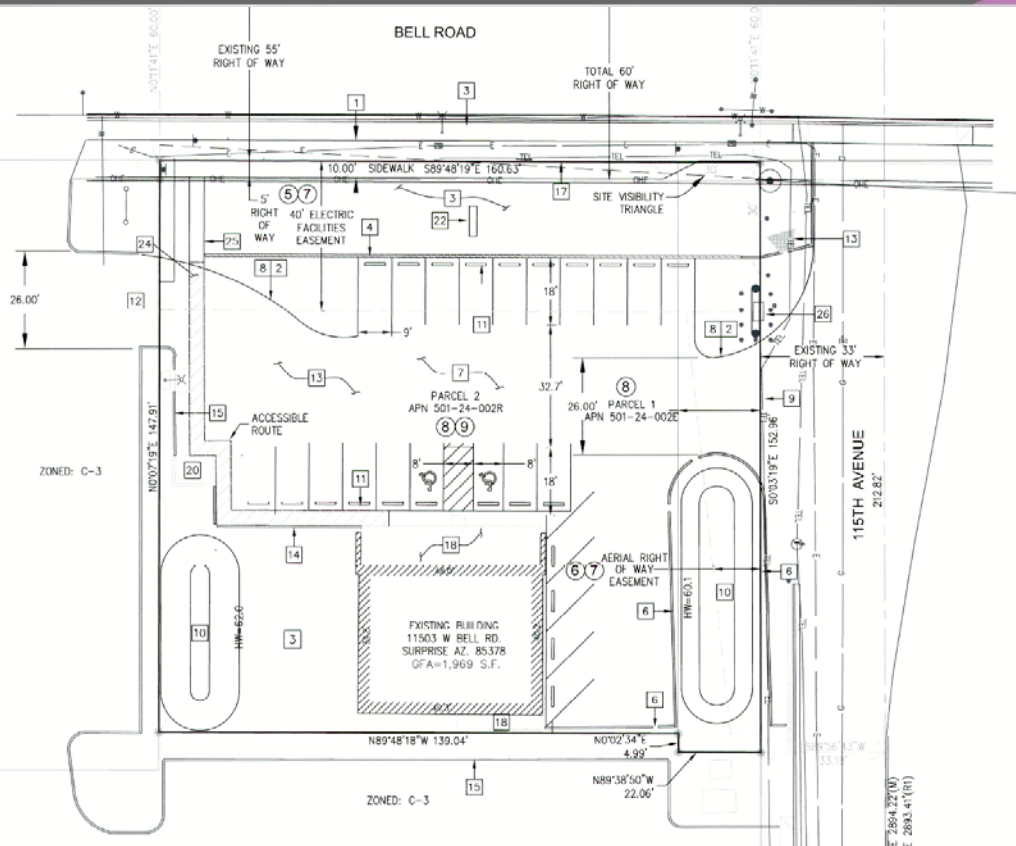
Final Plat – April 18, 2017

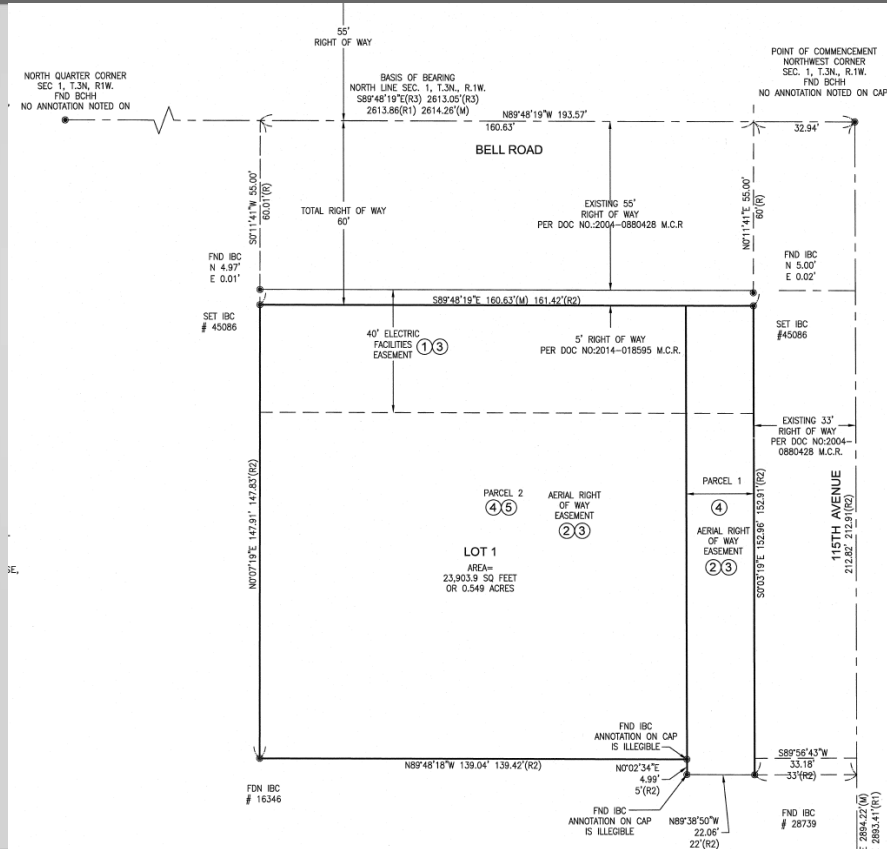
VICINITY MAP



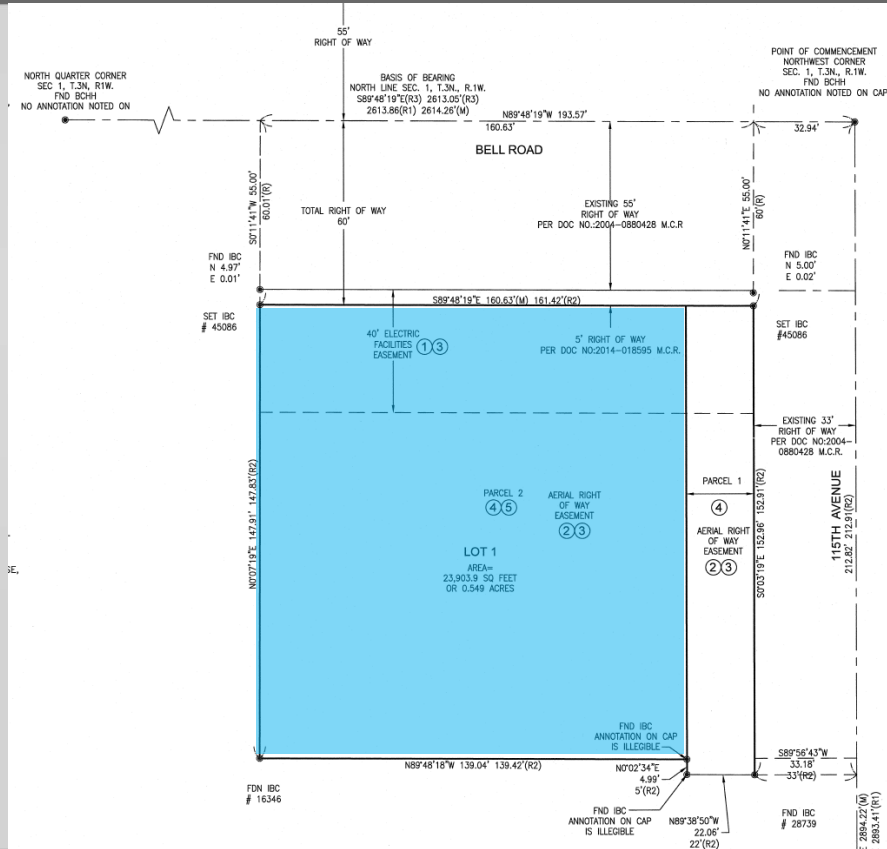
LOCATION MAP

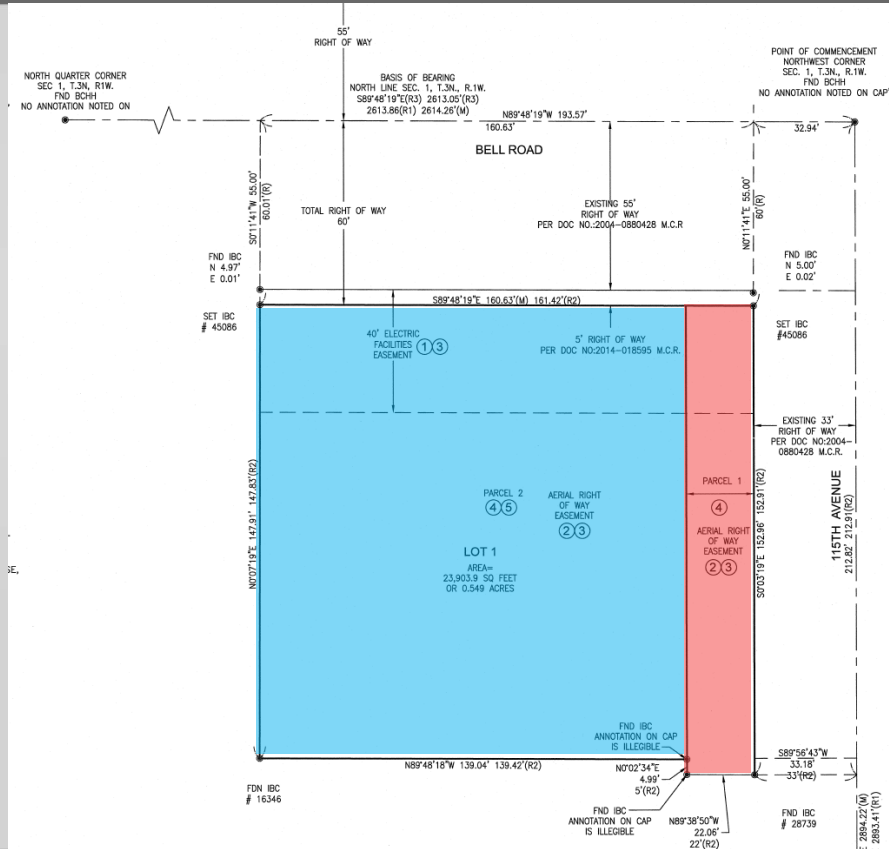


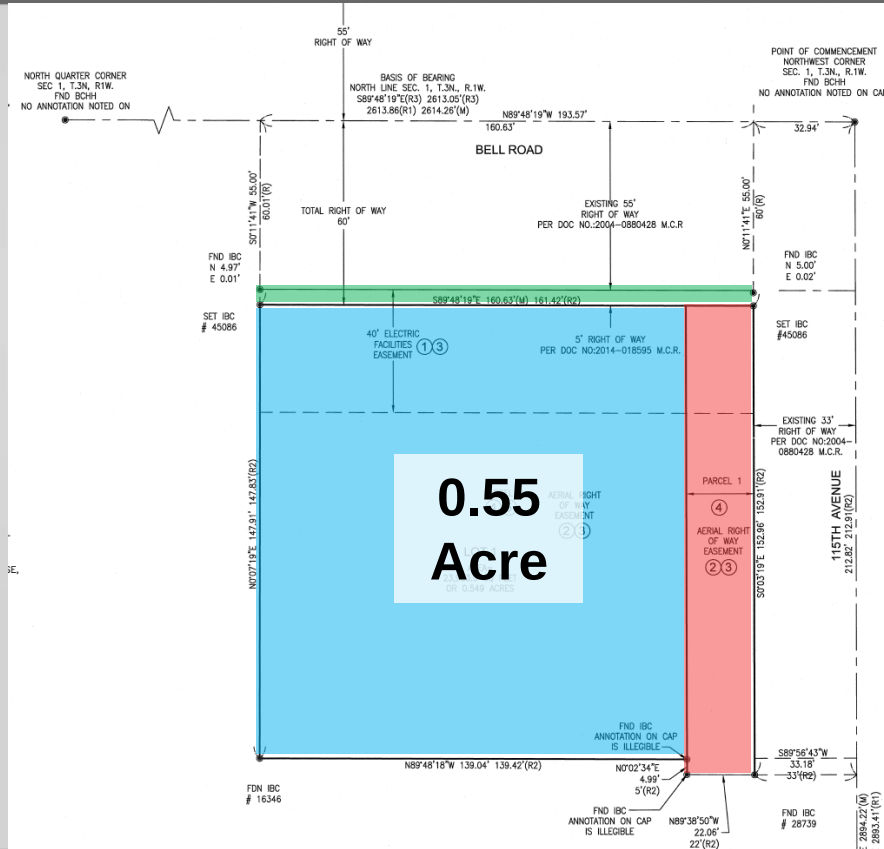




PROPOSED FINAL PLAT









SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

April 18, 2017 @ 6:00:00 PM

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

Council Meeting Date:	April 18, 2017	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the minutes of April 3, 2017 Special City Council Meeting (Retreat) and April 4, 2017 Regular City Council Work Session and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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

Tuesday, April 4, 2017 @ 06:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 p.m. Surprise City Hall Council Chamber 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, April 4, 2017**. Also in attendance with Mayor Wolcott were Vice Mayor Tande, Council Member Winters, Council Member Hayden, Council Member Remley, Council Member Hall, and Council Member Williams (excused).

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

Pledge of Allegiance

Proclamation and Community Acknowledgements

Proclamation recognizing April as Fair Housing Month. Valley Vista High School, Girls 6A Basketball Championship.

Mayor Wolcott read aloud a proclamation recognizing April as Fair Housing Month. The proclamation was presented to Jason Hughes, Community Initiatives and Human Vitality.

Mayor Wolcott recognized Valley Vista High School - Girls 6A Basketball Championship.

City Manager Report

City Attorney Report

City Clerk Report

Regular City Council Meeting Minutes – April 4, 2017 – Page 2

Call to the Public

Leo Mankiewicz - Passed out a water map, Colorado River Basin, City of Denver, Los Angeles, New Mexico, etc. 15 million acres the river could produce from a report dated 1922. We have been over using our water allocation according to the studies. Monitor Lake Mead levels, hydro power for the dam. How much is our ground water and how much is paper water?

Ann & Jim Nelson - Live in Surprise Farms III, numerous phone calls with no answer we decided to come by to the meeting. Open canal ditches, 175th and Greenway Road. Weeds, debris, dead animal, graffiti, etc., This area is an eye sore and hope these issues can be addressed. Upset about allocation of funds for pickleball courts.

Consent Agenda

1 – Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) to define future maintenance obligations for the Bell/Grand grade-separated crossing; Resolution # 2017-27 - APPROVED

2 – Consideration and action on the meeting minutes of March 21, 2017 Regular City Council Work Session and Regular City Council Meeting - APPROVED

3 – Consideration and action on a request by Applicant, Andrea Lewkowitz for Acquisition of Control for an existing liquor license for Digiplex Surprise 14 IMAX located at 13649 N. Litchfield Road, Surprise, AZ. 85379 (License # 07070183 - Acquisition of Control) - APPROVED

4 – Consideration and action pertaining to approval of a fee increase for the electronic filing of fire code compliance inspection reports from \$10.00 per inspection to \$12.00 per inspection; Resolution # 2017-25 - APPROVED

5 – Consideration and action pertaining to approval of an amendment to the Fiscal Year 2017 budget by reallocating appropriations of \$8,100 within the Grant Fund and authorizing acceptance of a State Farm Good Neighbor Grant; Resolution # 2017-32 - APPROVED

Vice Mayor Tande made the motion to approve the consent agenda. Council Member Hall seconded the motion. Six yes votes, one excused (Williams), motion carried.

Regular Agenda Item - Non-Public Hearing

6 – Consideration and action to appoint Patrick Duffy to fill a vacancy on the Municipal Property Corporation with a term expiration of June 30, 2021 and Sally Wilson-Johnson to fill a vacancy on the Arts & Cultural Advisory Commission to complete the remainder of a term ended on June 30, 2019 due to resignation - APPROVED

Council Member Remley reported on the Selection Committee's recommendation.

Council Member Winters commented on the caliber of people volunteering for our Boards and Commissions.

Council Member Remley made the motion to approve the appointments. Council Member Winters seconded the motion. Six yes votes, one absent (Williams), motion carried.

City Clerk Aguilar commented that Mr. Duffy is not present tonight.

City Clerk Aguilar administered the Oath of Office for Ms. Wilson-Johnson.

7 – Presentation and discussion on the Central Arizona Project (CAP) and Water in Arizona - NO ACTION

Water Services Management Director, Terry Lowe introduced Lisa Atkins from Central Arizona Project

Council Member Hall - What about the upper basin, 60% of their allocation. What if they start taking more of it?

They could, lots of conversations taking place right now.

Council Member Hayden - How do you determine that we need the water? Can they take it whenever they want?

Ms. Atkins - Can't answer to be honest with you, there was a time of water banking.

Mayor Wolcott - Mexico's decision to hold water back, a political decision could change this relationship.

Council Member Hall - Concerned also about Mexico potential political concerns.

Public Comments:

Regular City Council Meeting Minutes – April 4, 2017 – Page 4

Ken Wright - Member of a citizens group on water a few years ago. Expand water supply beyond the City limits of Surprise. Expect Council to take a look at the whole picture on water issues. We are talking about grade school numbers, fundamental numbers. I see nothing wrong with CAP and the way they are doing things. They are a victim, not a culprit. There were a number of things Lisa Atkins spoke on, she didn't come right out and tell you the particular problems.

Other Business

Council Member Winters - Work Session - discussion on renaming Surprise Farms Park to Richard McComb Park, 2nd by Council Member Remley.

Mayor/Council Report

Mayor and Council reported on events that they attended.

Vice Mayor Tande made the motion to recess the Regular City Council Meeting and enter into executive session at 6:27 PM. Council Member Hayden seconded the motion. Six yes votes, one excused (Williams), motion carried.

Executive Session

8. **Consideration and action to enter into executive session for discussion and consultation for legal advice with the City Attorney pertaining to minor amendments to the City's Infrastructure Improvement Plan and Development Impact Fees pursuant to A.R.S. 38-431.03 (A)(3).**

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Meeting of April 4, 2017 at 7:52 PM. Council Member Winters seconded the motion. Six yes votes, one excused (Williams), motion carried.

Sharon R. Wolcott, Mayor

Regular City Council Meeting Minutes – April 4, 2017 – Page 5

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, April 4, 2017**.

Sherry Ann Aguilar, City Clerk

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

Tuesday, April 4, 2017 @ 04:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 04:00 p.m. Surprise City Hall Council Chamber 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, April 4, 2017**. Also in attendance with Mayor Wolcott were Vice Mayor Tande, Council Member Winters, Council Member Hayden, Council Member Remley, Council Member Hall, and Council Member Williams (excused)..

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

Pledge of Allegiance

Call to the Public

Regular Agenda Item - Non-Public Hearing

1 – Presentation and discussion of Public Service funding priorities for the Community Development Block Grant Program Third Year Annual Action Plan for Year 2017-2018 - NO ACTION

Neighborhood Services Manager, Christina Ramirez gave a powerpoint presentation regarding Public Service funding priorities for the Community Development Block Grant Program Third Year Annual Action Plan for Year 2017-2018.

Planning & Zoning public hearing in March, then second hearing with recommendations moving forward to Council for consideration. Have not received the actual numbers from HUD yet.

Council Member Remley - What questions did Planning & Zoning concerning these requests and recommendations?

Ms. Ramirez - Total funding amount by St. Mary's food bank, questioning actual Surprise numbers.

Council Member Remley - Various organizations that we sponsor here, are they Surprise organizations? If not, why not?

Ms. Ramirez - Not all of them but they all reach Surprise residents in some capacity, and they are required to record certain data proving they live in Surprise.

Vice Mayor Tande - Change in timeline? Reasoning for this? Was it changing funding levels?

Ms. Ramirez - Yes, received notices through HUD, cut to CDBG funding, reduction of approx. 13%, working on other resources to improve on the budget.

Annual Action Plan - 3 Year Priorities:
Public Services
Neighborhood Improvement Projects
Economic Development

Council Member Hall - Micro-Enterprise grants can only be for Original Townsite?

Ms. Ramirez - No, but have to meet the low to moderate income criteria, can be anywhere in Surprise.

Council Member Remley - Micro-Enterprise Grants, numbers don't match.

2 – Presentation and discussion pertaining to the Community Development Block Annual Action Plan 2017-2018 - NO ACTION

3 – Presentation and discussion pertaining to a Surprise Youth Council update on recent activities and accomplishments - NO ACTION

Samantha Salazar, member of the Surprise Youth Council gave a presentation updating on recent activities and accomplishments.

Recruitment Strategy and Success

BLOOM365 Program

Personal Development Initiatives and Events - Skill Building

City Council Relations - Development of Mentorship Program:
Guidance of City related issues
Information sessions

National League of Cities, Pittsburgh, PA.:
Conference overview
Takeaways
Law Enforcement
Friendship Building

Service in our community:
Hydration Outreach
Teacher Supply Drive
Veteran's Day Parade

Mental Health Initiative/Our Initiative - The need for mental/emotional wellness resources at local schools

Level 4 - Comprehensive Ad campaign

Mayor Wolcott - Very impressed what all of you have done, excellent comprehensive report. Thank you for personalizing this report, the residents will be impressed.

Vice Mayor Tande - You are creating the foundation for our youth, all needed things for the City.

4 – Presentation and discussion pertaining to the City of Surprise Utility Billing administration - NO ACTION

Andrea Davis, Asst. Finance Director led the presentation regarding City of Surprise Utility Billing Administration.

Council Member Hall - Billing questions

Mayor Wolcott - Method to collect on bills not paid.

Council Member Winters - Complimented staff on their efforts

Vice Mayor Tande - Meter read methods?

Council Member Remley - Money saved for paperless?

Ms. Davis - Approx. \$5,200 per month. Significant savings.

Council Member Remley - When we switched over to doing the job ourselves, are we to conclude that we can pick up 1.7 million per year for doing this in-house.

Ms. Davis - Yes, correct.

Director of Water Resources Management, Terry Lowe led the discussion on Non-Residential Portion - Storm water Utility

May 2016 - Council adoption of utility rates
Rate based on Level of Service
Rate Calculations based on Impervious Surface Area
Commercial credit program opened in July 2016
Go-Live November 2016
Billing Strategy

Council Member Remley - Have you considered a billing fee for sending out the bill?

Mr. Lowe - we will look into this.

Council Member Hall - Rancho Mercado, explain how storm water works for a development out in rural area.

Vice Mayor Tande - hat triggers them having to pay fees, the permit process, lot inspections, etc.? Do we have a compliance level for out of state owners?

Mr. Lowe - Not yet, will look at this.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Work Session of April 4, 2017 at 4:56 PM. Council Member Hall seconded the motion. Six yes votes, one excused (Williams). Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk,

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, April 4, 2017.**

Sherry Ann Aguilar, City Clerk,



CITY OF SURPRISE
Regular City Council Meeting

April 18, 2017 @ 6:00:00 PM

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

Council Meeting Date: April 18, 2017

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: 5

Staff Recommendations: None

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on a liquor license request by applicant, Thomas Schoenke for Boots and Bourbon Bar & Grill located at 14051 West Grand Avenue, Surprise, AZ 85374 (License # 1207A917 - Interim Permit/New License).

Motion:

I move to approve a liquor license request by applicant, Thomas Schoenke for Boots and Bourbon Bar & Grill located at 14051 West Grand Avenue, Surprise, AZ 85374 (License # 1207A917 - Interim Permit/New License).

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

- ☐ [Fire Report](#)
 - ☐ [FINANCE REPORT](#)
 - ☐ [CD Reports](#)
 - ☐ [Cd Report 2](#)
 - ☐ [Police Report](#)
-



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



April 6, 2017

To: Sherry Ann Aguilar, City Clerk
From: James Whitehead, Fire Inspector
Subject: Liquor License Application
Applicant: Boots & Bourbon
14051 W Grand Ave
Surprise, Arizona 85374

On April 6, 2017, the Surprise Fire-Medical Department conducted a fire inspection at the above referenced location to ensure compliance with the applicable fire codes within the tenant space. There are some minor outstanding fire code violations that the applicant is correcting that will not hold up the liquor license application. Therefore we recommend approval of the liquor license.

If you have any questions feel free to contact me.

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



MEMO

Date: 04/05/2017

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

RE: Liquor License Application – Boots and Bourbon Bar & Grill

Business License Status:

Application packet mailed on 4/5/17.

Mailing to:

West End Bar and Grill, L.L.C.
dba Boots and Bourbon Bar & Grill
Attn: Mr. Thomas K. Schoenke
14051 Grand Ave.
Surprise, AZ 85374



COMMUNITY DEVELOPMENT DEPARTMENT

Date: March 20, 2017
To: Sherry Aguilar, City Clerk
From: Eric Fitzer, Community Development Director
By: James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Boots and Bourbon Bar & Grill
Interim Permit / New License, LLC
14051 W. Grand Avenue
Surprise, Arizona 85374**

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

1. Fuzzy's Sports Bar & Grill (Series 12) – 18795 N. Reems Rd. #107 - 109
2. China City Super Buffet (Series 12) – 18885 N. Reems Rd. #101
3. Safeway #1520 (Series 9) – 14505 W. Grand Avenue
4. Chevron Food Mart (Series 10) – 14445 W. Grand Avenue
5. Outback Steakhouse #0323 (Series 12) – 14225 W. Grand Avenue
6. Texas Roadhouse (Series 12) – 14175 W. Grand Avenue
7. Trader Joe's #92 (Series 10) – 14095 W. Grand Avenue
8. Quik Trip #410 (Series 10) – 14007 W. Grand Avenue
9. Wal-Mart Supercenter #2777 (Series 9) – 13770 W. Bell Road
10. Applebee's (Series 12) – 13756 W. Bell Road
11. Streets of New York #23 (Series 12) – 13736 W. Bell Road #4
12. Tom Yum Thai Restaurant (Series 12) – 13736 W. Bell Road #2
13. Caramba Fresh Mexican Food (Series 12) – 17239 N. Litchfield Road
14. China Buffet #17119 (Series 12) – 17119 N. Litchfield Road #20
15. Mike's Kitchen (Series 12) – 17221 N. Litchfield Road #50
16. Buffalo Wild Wings Grill & Bar (Series 12) – 13882 W. Bell Road
17. Diamond Shamrock #1641 (Series 10) – 13908 W. Bell Road
18. New York Pizza Dept (Series 12) – 13980 W. Bell Road
19. Link's Neighborhood Grill (Series 12) – 17300 N. Sun Village Parkway #D (Expired)
20. Ray's Pizza (Series 12) – 14545 W. Grand Avenue
21. Albertson's #977 (Series 9) – 14551 W. Grand Avenue
22. Hampton Inn & Suites (Series 7) – 14783 W. Grand Avenue
23. Corner Store #1712 (Series 10) – 14559 W. Grand Avenue

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

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

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

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

REFERENCE:

DATE: April 10th, 2017

LICENSE NUMBER- 1207A917
Series #12 – Interim Permit/New License, LLC

APPLICANT:

Boots and Bourbon Bar & Grill

14051 W. Grand Avenue
Surprise, Arizona 85374

FINDINGS:

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

Boots and Bourbon is a restaurant that will serve alcohol as a secondary to its food income. It is expected to service patrons of all ages from the surrounding communities and general public.

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

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

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

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

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

Boots and Bourbon's hours of operation are relatively consistent with those of its neighbors in the surrounding area.

- 5) *Appropriateness of series license requested.*

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

Submitted by Sergeant Tim Klarkowski #2137



CITY OF SURPRISE
Regular City Council Meeting

April 18, 2017 @ 6:00:00 PM

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

Council Meeting Date:	April 18, 2017	Contact Person:	Randy Rody, Commander
Submitting Department:	Police	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to amendment of the fiscal year 2017 budget by reallocating appropriations of \$4000 within Grant Funds for the acceptance of an award from the Arizona Governor's Office of Highway Safety in the amount of \$4,000 to enforce seat belt and child safety seat laws as part of the national "Click it or Ticket" campaign; Resolution # 2017-35.

Motion:

I move to approve Resolution# 2017-35.

Background:

In the past few years, the Surprise Police Department (PD) has regularly participated in the national "Click it or Ticket" campaign. This campaign is conducted by paying officers overtime to conduct safety belt and child safety seat enforcement during the time period identified in the national campaign. The Arizona Governor's Office of Highway Safety (GOHS) has offered an award in the amount of \$4,000 for Surprise PD to once again participate in this national campaign. Acceptance of the award requires Council approval and a budget amendment.

Objective Analysis:

Acceptance of this award will allow Surprise PD to deploy officers specifically for the purpose of conducting enforcement of the seat belt and child safety seat laws. Such enforcement will contribute to fewer and less severe injuries of our citizens if they are involved in traffic accidents.

Policy Compliant:

Council policy has always been consistent with the law and especially consistent with safety laws. Therefore, the enforcement of seat belt and child safety seat laws that will result from acceptance of this award is consistent with City and Council policy.

Financial Impact:

This one-time grant award is \$4,000 for overtime salary expenses incurred as a result of participation in this enforcement campaign. There is no city match requirement; however all employee related expenses

(ERE) associated with this overtime will be absorbed by the Police Department's current operating budget.

Budget Impact:

Acceptance of this grant will reallocate appropriations in the amount of \$4,000 from Grants Fund contingency for overtime. 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.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [FY2017 GOHS Click it or Ticket Campaign Award Letter](#)
 - ☐ [FY2017 GOHS Click it or Ticket Campaign](#)
 - ☐ [Resolution 2017-35](#)
-



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO C. GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

March 6, 2017

Chief Terry Young
Surprise Police Department
14250 West Statler Plaza
Surprise, Arizona 85374

Re: **Funding for the FFY 2017 "Buckle Up Arizona...It's the Law!" Enforcement Campaign**

Dear Chief Young:

Every year law enforcement agencies across Arizona conduct a two-week enforcement campaign focusing on enforcing Arizona's safety belt and child passenger safety laws. This campaign "Buckle Up Arizona...It's the Law!" is part of the national "Click it or Ticket" campaign.

The Governor's Office of Highway Safety ("GOHS") has selected your agency to receive funding to conduct enforcement of Arizona's safety belt and child passenger laws during this year's campaign, from May 22, 2017 through June 4, 2017. You have been selected to receive funding in part based on your agency's participation last year and your continued stellar effort on enforcing traffic laws. As you know, Arizona has a secondary seat belt law, it is important that this is communicated in any pronouncements of this funding.

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Have your fiscal staff complete the Reimbursement Instructions (page 24) of both copies;
2. As Project Director, sign and date the signature page of both copies;
3. Return all signed copies of the Contract to 1700 West Washington Street, Executive Tower Suite 430, Phoenix, AZ 85007.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Thank you for your participation in this campaign. If you have any questions, please feel free to contact me directly.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

3-8-17

Date



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO C. GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

March 6, 2017

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Surprise Police Department
14250 West Statler Plaza
Surprise, Arizona 85374

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Thank you for your participation in this campaign. If you have any questions, please feel free to contact me directly.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

3-8-17

Date

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER 2017-CIOT-019	
ADDRESS 14250 West Statler Plaza, Surprise, Arizona 85374	PROGRAM AREA 402-OP	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT Michael Robbins	
ADDRESS 16000 North Civic Center Plaza, Surprise, Arizona 85374	3. PROJECT TITLE Buckle Up Arizona Enforcement Campaign (CIOT)	
4. GUIDELINES 402 – Occupant Protection (OP)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from May 22, 2017 through June 4, 2017 to enhance seat belt and child safety seat usage throughout the City of Surprise.		
6. BUDGET COST CATEGORY	Project Period FY 2015	
I. Personnel Services	\$4,000.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$4,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 06-04-17
CURRENT GRANT PERIOD	FROM: 05-22-17	TO: 06-04-17
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$4,000.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Motor vehicle collisions continue to be the leading cause of death, injury and property damage in Arizona and the United States. A number of factors contribute to the risk of collision including; vehicle design, speed of operation, road design, road environment, driver skill and/or impairment and driver behavior. The human factor that has been consistently identified in reducing collisions and minimizing their effects is consistent usage of seat belts and child safety seats.

According to the Arizona Motor Vehicle Crash Facts, there were 895 vehicle occupant (driver/passenger) fatalities in 2015, of which 313 (35%) were unrestrained. Children under the age of five accounted for 9 passenger fatalities in 2015, of which 5 (56%) were unrestrained.

In 2016, seat belt usage in Arizona reached **88.0%**, an increase of **1.4%** since 2015. The noted increase is attributed partly to the Arizona Governor's Office of Highway Safety (GOHS) funded statewide enforcement campaigns, enhanced earned media, and extensive outreach support of educational and public awareness activities.

The summary of the 2012 through 2016 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2012	2013	2014	2015	2016
Total Front Seat Occupants Seat Belt Use	82.2%	84.7%	87.2%	86.6%	88.0%
All Drivers Seat Belt Use	82.6%	84.7%	87.1%	87.1%	88.2%
Front Seat Passenger Seat Belt Use	80.2%	84.0%	87.7%	84.8%	87.3%
Children Safety Restraint Use	75.0%	N/A	N/A	N/A	N/A

Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. According to the Center for Disease Control and Prevention, seat belt use reduces serious crash-related injuries and deaths by about **50%**. The proper and consistent use of Child Safety Seats has been found to reduce the risk of fatal injury by **71%** for infants (younger than 1 year old) and by **54%** for toddlers (1 to 4 years old) in passenger cars. Properly installed booster seats reduce the risk for serious injury by **45%** among children ages 4 to 8 year old.

Numerous factors affect the occupant protection enforcement program in Arizona:

- Arizona presently conducts enforcement under a secondary seat belt law and a primary child safety seat law
- Arizona currently exceeded the national average seat belt usage rate of 87% in 2014
- Arizona continues to develop and expand a highly visible Occupant Protection Enforcement Program

Selective Traffic Enforcement Programs (STEP) is a proven approach that can be used to quickly change motorists' behavior in a short period of time. This particular STEP is a widely publicized enforcement campaign focused on changing a particular behavior among motorists.

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the **"Buckle Up Arizona... It's the Law!"** program, which has been an effective enforcement message in a secondary law state.

This program unites state-wide law enforcement agencies to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

OVERVIEW OF PROGRAM:

Federal 402 funding will support Personnel Services (Overtime) and Employee Related Expenses to participate in the national two-week **"Buckle Up Arizona"** enforcement campaign from **May 22, 2017 through June 4, 2017**.

The purpose of the campaign is for the Surprise Police Department to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The Surprise Police Department will participate in other educational and public awareness activities to support the enforcement component.

Occupant protection usage surveys will be conducted subsequent to the enforcement campaign by an independent research organization to analyze the effectiveness of the program. Results will be provided to the respective law enforcement agency upon receipt of the completed study.

GOALS/OBJECTIVES:

The Surprise Police Department is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws
- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities
- The Surprise Police Department shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)

- The Surprise Police Department is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities
- The Surprise Police Department shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.
- The Surprise Police Department shall submit a Final Enforcement Summary Report to GOHS no later than **June 8, 2017**
- The Surprise Police Department shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by **June 15, 2017**
- **The Surprise Police Department shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency**

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Occupant Protection in terms of money, criminal and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for two-week Buckle Up Arizona Enforcement Campaign from May 22, 2017 through June 4, 2017

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety. A sample press release for the Buckle Up Arizona Campaign will be provided to the agency.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Michael Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

FINAL ENFORCMENT SUMMARY REPORT:

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than **June 8, 2017**, to the Governor's Office of Highway Safety.

FINAL STATEMENT OF ACCOMPLISHMENTS:

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than **June 15, 2017**, to the Governor's Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor's Office of Highway Safety project coordinator to determine the effectiveness of the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.

In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on June 4, 2017 of that or subsequent year as indicated on the Highway Safety Contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$4,000.00
II.	Employee Related Expenses <i>Please Note Entire ERE Will Be Absorbed by Surprise Police Department</i>	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS***\$4,000.00**

*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 **\$4,000.00**.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work

under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".
- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel**In-State and Out-of-State Travel**

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have

then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination

or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that

such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier

participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

Date Telephone

RESOLUTION # 2017-35

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND AMENDING THE FISCAL YEAR 2017 BUDGET FOR RECEIPT OF GRANT FUNDING BY REALLOCATING APPROPRIATIONS OF \$4,000 WITHIN THE GRANTS FUND.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon highway safety;

WHEREAS, GOHS has offered the City of Surprise an award in the amount of \$4,000 for overtime reimbursement to enforce seat belt and child passenger safety laws as part of the national "Click it or Ticket" campaign;

WHEREAS, the City of Surprise Police Department desires to accept the award;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. The City is hereby authorized to accept a grant award in the amount of \$4,000 from the Governor's Office of Highway Safety for the City of Surprise Police Department to enforce Arizona's safety belt and child passenger safety laws as part of the national "Click it or Ticket" campaign.

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

Section 3. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2016 through June 30, 2017.

[SIGNATURES ON THE FOLLOWING PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-35

Exhibit A

The FY2017 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

Grants Fund	Current	Increase	Amended
Department/Project, Category	Appropriation	(Decrease)	Appropriation
GOHS Buckle Up AZ, Overtime	\$0	\$4,000	\$4,000
General Operations, Contingency	17,224,400	(4,000)	17,220,400
	<u>\$17,224,400</u>	<u>\$0</u>	<u>\$17,224,400</u>
GOHS Buckle Up AZ , Federal Grant Revenue	\$0	\$4,000	\$4,000
General Operations, Other Grant Revenue	11,752,100	(4,000)	11,748,100
	<u>\$11,752,100</u>	<u>\$0</u>	<u>\$11,752,100</u>

The fund changes are as follows:

- The amendment utilizes Grants Fund contingency in the amount of \$4,000 for overtime without exceeding the approved total annual budget for FY2017.



CITY OF SURPRISE
Regular City Council Meeting

April 18, 2017 @ 6:00:00 PM

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

Council Meeting Date:	April 18, 2017	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to City of Surprise's entry into an IGA with the City of Phoenix to utilize Phoenix's hosted and developed municipal tax dashboards on their Business Intelligence System; Resolution 2017-40.

Motion:

I move to approve Resolution #2017-40.

Background:

A.R.S. section 42-6001 establishes that the Arizona Department of Revenue (DOR) will collect and administer municipal privilege, transaction and use taxes (collectively hereinafter, "Taxes") for all Arizona cities and towns. As part of its administration of the taxes, DOR shall provide each city or town with access to data covering the amount of tax reported, and the amount of tax distributed to that specific city or town.

Objective Analysis:

The IGA is consistent with City policies and the mission of the Finance Department.

Policy Compliant:

This request is compliant with all city policies.

Financial Impact:

Per the IGA, the City of Surprise is responsible for a one-time cost of \$8,000 as its share of the cost to fund the start-up of the Business Intelligence System. In addition, the City of Surprise will be responsible for an annual cooperative usage fee of \$1,450. The City of Phoenix will maintain and administer the system.

Budget Impact:

For FY2017, funding is available within the Finance Department to cover the one-time costs associated

with this IGA. The FY2018 recommended budget includes funding for the annual cooperative usage fee.

FTE Impact:

There is no FTE impact as a result of this agenda item.

ATTACHMENTS:

Click to download

☐ [Resolution 2017-40](#)

☐ [City of Phoenix IGA](#)

RESOLUTION 2017-40

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR ACCESS TO MUNICIPAL TRANSACTION PRIVILEGE TAX DASHBOARDS ON THE CITY OF PHOENIX'S BUSINESS INTELLIGENCE SYSTEM.

WHEREAS, pursuant to Arizona Revised Statute §11-952, 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, A.R.S. §42-6001 et seq. establishes that the Arizona Department of Revenue (DOR) shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona;

WHEREAS, as part of their administration of the taxes, DOR shall provide each city or town access to data covering the amount of taxes reported and the amount of taxes distributed to that specific city and town;

WHEREAS, the purpose of this Agreement is to provide the City of Phoenix the mechanism to allow the City of Surprise to subscribe to the City of Phoenix hosted and developed municipal tax dashboards on the City of Phoenix's Business Intelligence System (System); and

WHEREAS, the intergovernmental agreement establishes the platform whereby the City of Surprise can access the System and reimburse the City of Phoenix for the costs related to the administration and maintenance of the System and supporting System components.

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

Section 1. The intergovernmental agreement between the City of Surprise and the City of Phoenix for access to municipal transaction privilege tax dashboards on Phoenix's Business Intelligence System, attached as Exhibit A, is hereby approved.

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF SURPRISE AND CITY OF PHOENIX

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SURPRISE
AND
THE CITY OF PHOENIX**

THIS AGREEMENT is entered into this ____ day of _____, 2017, pursuant to Arizona Revised Statute (A.R.S.) § 11-952, between the **CITY OF SURPRISE (“SURPRISE”)**, acting by and through its city council and the **CITY OF PHOENIX (“PHOENIX”)**, acting by and through its City Council. A.R.S. § 42-6001 establishes that the Arizona Department of Revenue (DOR) will collect and administer municipal privilege, transaction and use taxes (collectively hereinafter, “Taxes”) for all Arizona cities and towns. As part of its administration of the Taxes, DOR shall provide each city or town with access to data covering the amount of Taxes reported, and the amount of Taxes distributed to that specific city or town. The purpose of this Agreement is to provide PHOENIX with the mechanism to allow other cities and towns to cooperatively use the PHOENIX hosted and developed municipal tax dashboards on the PHOENIX Business Intelligence System (hereinafter, “System”).

RECITALS

1. SURPRISE is authorized by A.R.S. § 11-952, and the City of Surprise Municipal Code Sec. 46-3.14-510 to enter into this Agreement.
2. PHOENIX is authorized by City Charter, Chapter 2, Section 2, and PHOENIX Tax Code Sec. 14-510 to enter into this Agreement.
3. This Agreement establishes the structure whereby other cities and towns access the System, will reimburse PHOENIX for its cost of investment in the System, and share the costs of future continued cooperative use of the System.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

I. SCOPE OF AGREEMENT

1. System is already in place with dashboards providing municipal tax data furnished by DOR.
2. SURPRISE agrees that PHOENIX will maintain and administer the System.
3. PHOENIX will provide System availability during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays.

- 4. External users will have a City of Phoenix Active Directory and VPN account created for access to the dashboards. This requires that external users have the appropriate background checks performed by their organizations that meet or exceed screening requirements established by ARS § 41-4401.
- 5. Support services will be provided via telephone helpline during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays. Users will report system errors to Support Services.
- 6. Outages due to scheduled or emergency network, software and/or hardware maintenance will be broadcast to authorized users when possible in advance via email. All reasonable attempts will be made to get the System diagnosed and operational within twenty-four (24) hours.
- 7. PHOENIX will allow SURPRISE to use System to access only SURPRISE Taxes data supplied by DOR.
- 8. SURPRISE will be billed by and shall reimburse PHOENIX, in advance of its access to SURPRISE data, a one-time payment in the sum of \$8,000.00 as its share of the cost for the System.
- 9. SURPRISE will be billed \$1,450.00 annually as its share for the operational cost of cooperative use of the System, which shall be due thirty (30) days from the invoice date.
- 10. All activities relating to the provisions set forth in this Agreement are to be coordinated between the municipal tax officers or their designees.
- 11. Any failure of the System resulting from negligence by SURPRISE is a breach this Agreement.
- 12. Municipal tax data hosted by PHOENIX and presented in the System is confidential information and may not be distributed or copied except as permitted by A.R.S. § 42-2003. The data sources are furnished by the DOR and are considered confidential information as defined in A.R.S. § 42-2001. PHOENIX does not control and cannot guarantee the relevance, timeliness, or accuracy of this data and provides no warranty, either express or implied, as to the accuracy, reliability or completeness of furnished data. Sample data types include, but may not be limited to:

Reports	Description
New License Report	Demographic information about taxpayers that have completed a Joint Tax Application with DOR, that have a location or expect to have taxable activity within that city/town.
License Update Report	Demographic information for Taxpayers that have had a

	change made to their account and have a location or have that city's/town's region code on their profile.
City Payment Journal Detail Report	Detailed information about money that is distributed to the city/town, including the taxpayer, business code and period covered for each distribution.
No Money Report	Detailed information about a taxpayer that has filed a net zero return for that city/town or has not paid any money for the return for the period covered by GL Accounting month.
Deduction Report	Detailed information about deductions that taxpayers have taken for activity within the city/town. The report will reflect the deductions taken for each location and each business code for the city.
Fund Distribution Report	Detailed information about money that is distributed to the city/town at the Fund Level, including the taxpayer, location code, business code and tax period covered for each distribution.

13. The System supports five TPT Simplification dashboards listed below:

	Dashboard Description
Centralized Payment Analysis	This dashboard provides visualization and detailed information about money that is distributed to a city/town (City Payment Journal Detail from DOR) by DOR, including the taxpayer, business code and tax period covered for each distribution.
Centralized License Analysis	This dashboard provides visualization and detailed demographic information (License Update Report and New License Report from DOR) for taxpayers that have a taxable location in Arizona.

Centralized Fund Analysis	This dashboard provides visualization and detailed information about money that is distributed to a city/town at the Fund Level (Fund Distribution Report from DOR), including the taxpayer, location code, business code and period covered for each distribution.
Centralized Deduction Analysis	This dashboard provides visualization and detailed information about deductions (Deduction Report from DOR) that taxpayers have taken on their returns. The report reflects deductions taken for each location and each business code by jurisdiction.
Centralized No Payment Analysis	This dashboard provides visualization and detailed information about a) taxpayers that have filed a no activity/zero return b) taxpayers that have not filed a return for a location for a city and c) taxpayers that have filed a return but failed to remit payment. The source is the No Money Report from DOR.

14. The System supports the three user security models listed below. Each city/town will select one of the three security profiles below for each user that they designate for System access. SURPRISE acknowledges that each individual user should be assigned the lowest level of security needed depending on their respective job duties. SURPRISE also acknowledges that information obtained from DOR, and displayed by Phoenix, is confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Should PHOENIX become aware of unauthorized use or disclosure of confidential information, all users shall be revoked and this agreement shall terminate upon notice to SURPRISE.

Security Model	Security Model Description
Restricted	This role for management staff allows access to the summary level data view for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.
Mid-Level	This role for accounting staff allows access to the summary and

	detail level data views for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.
Full Access	This role for audit/enforcement/supervisory user staff allows access to the summary and detail level data views for financial dashboards (Centralized Fund Analysis) for the user's jurisdiction and access to the Centralized Payment Analysis, Centralized License Analysis, Centralized Deduction Analysis, and No Payment Analysis dashboards for any jurisdiction, subject to pre-existing limitations outside of this Agreement.

II. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective on the date of execution and shall continue in full force and effect until it is terminated either by mutual agreement of the parties or by either party giving the other at least thirty (30) calendar days' advance written notice of termination of the Agreement, which notice shall specify the date of termination.
2. SURPRISE or PHOENIX may cancel this Agreement at any time without penalty or further obligation. No pro-rata refund will be returned.
3. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.4. Cancellation pursuant to either Paragraphs 2 or 3 above shall be effective when written notice from the chief executive officer of one city/town is received by the other party to this Agreement, unless the notice specifies a later time.
5. To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) whether direct or indirect (hereinafter collectively referred to as "Claims") arising out of System use, 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. SURPRISE and PHOENIX both have an intergovernmental agreement with the State of Arizona whereby each obtains taxpayer information from the State subject to the conditions set forth in the intergovernmental

agreement, including those pertaining to confidentiality as defined in A.R.S. § 42-2001, and that confidential information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B). To the extent that information being utilized by SURPRISE and hosted by PHOENIX may have been obtained initially from the State, each agrees to abide by the terms and conditions set forth in their respective intergovernmental agreements with the State of Arizona.

7. 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:

City of Surprise
Attn: Revenue Division
16000 N. Civic Center Plaza
Surprise, AZ 85374

CITY OF PHOENIX
Finance Department, Tax Division
Attn: Tax Administrator
251 W. Washington Street, 3rd Floor
Phoenix, AZ 85003

8. This Agreement contains the entire understanding between the parties, and no statements, promises or inducements made by either party, their agents or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each party hereto.

9. The failure to exercise any right, power or privilege under this Agreement shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege.

10. In the event that any provision, or any portion of any provision, of this Agreement is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision which can be given effect without the invalid provision and to this end the provisions of this Agreement shall be deemed to be severable.

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

CITY OF PHOENIX
a municipal corporation

ED ZUERCHER, City Manager

By _____
ED ZUERCHER

ATTEST:

City Clerk

APPROVED AS TO FORM AND
WITHIN THE POWER AND
AUTHORITY GRANTED UNDER
THE LAWS OF THE STATE OF
ARIZONA TO THE CITY OF PHOENIX

City Attorney

CITY OF SURPRISE
a municipal corporation

BOB WINGENROTH, City Manager

By _____
BOB WINGENROTH

ATTEST:

City Clerk

APPROVED AS TO FORM AND
WITHIN THE POWER AND
AUTHORITY GRANTED UNDER
THE LAWS OF THE STATE OF
ARIZONA TO THE CITY OF SURPRISE

City Attorney

**INTERGOVERNMENTAL AGREEMENT
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THIS AGREEMENT is entered into this ____ day of _____, 2017, pursuant to Arizona Revised Statute (A.R.S.) § 11-952, between the **CITY OF SURPRISE (“SURPRISE”)**, acting by and through its city council and the **CITY OF PHOENIX (“PHOENIX”)**, acting by and through its City Council. A.R.S. § 42-6001 establishes that the Arizona Department of Revenue (DOR) will collect and administer municipal privilege, transaction and use taxes (collectively hereinafter, “Taxes”) for all Arizona cities and towns. As part of its administration of the Taxes, DOR shall provide each city or town with access to data covering the amount of Taxes reported, and the amount of Taxes distributed to that specific city or town. The purpose of this Agreement is to provide PHOENIX with the mechanism to allow other cities and towns to cooperatively use the PHOENIX hosted and developed municipal tax dashboards on the PHOENIX Business Intelligence System (hereinafter, “System”).

RECITALS

1. SURPRISE is authorized by A.R.S. § 11-952, and the City of Surprise Municipal Code Sec. 46-3.14-510 to enter into this Agreement.
2. PHOENIX is authorized by City Charter, Chapter 2, Section 2, and PHOENIX Tax Code Sec. 14-510 to enter into this Agreement.
3. This Agreement establishes the structure whereby other cities and towns access the System, will reimburse PHOENIX for its cost of investment in the System, and share the costs of future continued cooperative use of the System.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

I. SCOPE OF AGREEMENT

1. System is already in place with dashboards providing municipal tax data furnished by DOR.
2. SURPRISE agrees that PHOENIX will maintain and administer the System.
3. PHOENIX will provide System availability during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays.

4. External users will have a City of Phoenix Active Directory and VPN account created for access to the dashboards. This requires that external users have the appropriate background checks performed by their organizations that meet or exceed screening requirements established by ARS § 41-4401.
5. Support services will be provided via telephone helpline during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays. Users will report system errors to Support Services.
6. Outages due to scheduled or emergency network, software and/or hardware maintenance will be broadcast to authorized users when possible in advance via email. All reasonable attempts will be made to get the System diagnosed and operational within twenty-four (24) hours.
7. PHOENIX will allow SURPRISE to use System to access only SURPRISE Taxes data supplied by DOR.
8. SURPRISE will be billed by and shall reimburse PHOENIX, in advance of its access to SURPRISE data, a one-time payment in the sum of \$8,000.00 as its share of the cost for the System.
9. SURPRISE will be billed \$1,450.00 annually as its share for the operational cost of cooperative use of the System, which shall be due thirty (30) days from the invoice date.
10. All activities relating to the provisions set forth in this Agreement are to be coordinated between the municipal tax officers or their designees.
11. Any failure of the System resulting from negligence by SURPRISE is a breach this Agreement.
12. Municipal tax data hosted by PHOENIX and presented in the System is confidential information and may not be distributed or copied except as permitted by A.R.S. § 42-2003. The data sources are furnished by the DOR and are considered confidential information as defined in A.R.S. § 42-2001. PHOENIX does not control and cannot guarantee the relevance, timeliness, or accuracy of this data and provides no warranty, either express or implied, as to the accuracy, reliability or completeness of furnished data. Sample data types include, but may not be limited to:

Reports	Description
New License Report	Demographic information about taxpayers that have completed a Joint Tax Application with DOR, that have a location or expect to have taxable activity within that city/town.
License Update Report	Demographic information for Taxpayers that have had a

	change made to their account and have a location or have that city's/town's region code on their profile.
City Payment Journal Detail Report	Detailed information about money that is distributed to the city/town, including the taxpayer, business code and period covered for each distribution.
No Money Report	Detailed information about a taxpayer that has filed a net zero return for that city/town or has not paid any money for the return for the period covered by GL Accounting month.
Deduction Report	Detailed information about deductions that taxpayers have taken for activity within the city/town. The report will reflect the deductions taken for each location and each business code for the city.
Fund Distribution Report	Detailed information about money that is distributed to the city/town at the Fund Level, including the taxpayer, location code, business code and tax period covered for each distribution.

13. The System supports five TPT Simplification dashboards listed below:

	Dashboard Description
Centralized Payment Analysis	This dashboard provides visualization and detailed information about money that is distributed to a city/town (City Payment Journal Detail from DOR) by DOR, including the taxpayer, business code and tax period covered for each distribution.
Centralized License Analysis	This dashboard provides visualization and detailed demographic information (License Update Report and New License Report from DOR) for taxpayers that have a taxable location in Arizona.

Centralized Fund Analysis	This dashboard provides visualization and detailed information about money that is distributed to a city/town at the Fund Level (Fund Distribution Report from DOR), including the taxpayer, location code, business code and period covered for each distribution.
Centralized Deduction Analysis	This dashboard provides visualization and detailed information about deductions (Deduction Report from DOR) that taxpayers have taken on their returns. The report reflects deductions taken for each location and each business code by jurisdiction.
Centralized No Payment Analysis	This dashboard provides visualization and detailed information about a) taxpayers that have filed a no activity/zero return b) taxpayers that have not filed a return for a location for a city and c) taxpayers that have filed a return but failed to remit payment. The source is the No Money Report from DOR.

14. The System supports the three user security models listed below. Each city/town will select one of the three security profiles below for each user that they designate for System access. SURPRISE acknowledges that each individual user should be assigned the lowest level of security needed depending on their respective job duties. SURPRISE also acknowledges that information obtained from DOR, and displayed by Phoenix, is confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Should PHOENIX become aware of unauthorized use or disclosure of confidential information, all users shall be revoked and this agreement shall terminate upon notice to SURPRISE.

Security Model	Security Model Description
Restricted	This role for management staff allows access to the summary level data view for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.
Mid-Level	This role for accounting staff allows access to the summary and

	detail level data views for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.
Full Access	This role for audit/enforcement/supervisory user staff allows access to the summary and detail level data views for financial dashboards (Centralized Fund Analysis) for the user's jurisdiction and access to the Centralized Payment Analysis, Centralized License Analysis, Centralized Deduction Analysis, and No Payment Analysis dashboards for any jurisdiction, subject to pre-existing limitations outside of this Agreement.

II. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective on the date of execution and shall continue in full force and effect until it is terminated either by mutual agreement of the parties or by either party giving the other at least thirty (30) calendar days' advance written notice of termination of the Agreement, which notice shall specify the date of termination.
2. SURPRISE or PHOENIX may cancel this Agreement at any time without penalty or further obligation. No pro-rata refund will be returned.
3. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.4. Cancellation pursuant to either Paragraphs 2 or 3 above shall be effective when written notice from the chief executive officer of one city/town is received by the other party to this Agreement, unless the notice specifies a later time.
5. To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) whether direct or indirect (hereinafter collectively referred to as "Claims") arising out of System use, 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. SURPRISE and PHOENIX both have an intergovernmental agreement with the State of Arizona whereby each obtains taxpayer information from the State subject to the conditions set forth in the intergovernmental

agreement, including those pertaining to confidentiality as defined in A.R.S. § 42-2001, and that confidential information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B). To the extent that information being utilized by SURPRISE and hosted by PHOENIX may have been obtained initially from the State, each agrees to abide by the terms and conditions set forth in their respective intergovernmental agreements with the State of Arizona.

7. 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:

City of Surprise
Attn: Revenue Division
16000 N. Civic Center Plaza
Surprise, AZ 85374

CITY OF PHOENIX
Finance Department, Tax Division
Attn: Tax Administrator
251 W. Washington Street, 3rd Floor
Phoenix, AZ 85003

8. This Agreement contains the entire understanding between the parties, and no statements, promises or inducements made by either party, their agents or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each party hereto.

9. The failure to exercise any right, power or privilege under this Agreement shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege.

10. In the event that any provision, or any portion of any provision, of this Agreement is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision which can be given effect without the invalid provision and to this end the provisions of this Agreement shall be deemed to be severable.

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

CITY OF PHOENIX
a municipal corporation

ED ZUERCHER, City Manager

By _____
ED ZUERCHER

ATTEST:

City Clerk

APPROVED AS TO FORM AND
WITHIN THE POWER AND
AUTHORITY GRANTED UNDER
THE LAWS OF THE STATE OF
ARIZONA TO THE CITY OF PHOENIX

City Attorney

CITY OF SURPRISE
a municipal corporation

BOB WINGENROTH, City Manager

By _____
BOB WINGENROTH

ATTEST:

City Clerk

APPROVED AS TO FORM AND
WITHIN THE POWER AND
AUTHORITY GRANTED UNDER
THE LAWS OF THE STATE OF
ARIZONA TO THE CITY OF SURPRISE

City Attorney



CITY OF SURPRISE
Regular City Council Meeting

April 18, 2017 @ 6:00:00 PM

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

Council Meeting Date:	April 18, 2017	Contact Person:	Tom Abbott, Fire Chief
Submitting Department:	Fire	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to amending the Fiscal Year 2017 budget by reallocating appropriations of \$80,100 within the Grants Fund and \$7,200 within the Surprise Fire and Medical Department's Services budget within the General Fund for the receipt of a FEMA Assistance to Firefighters Grant (AFG) award for regional training; Resolution # 2017-34.

Motion:

I move to approve Resolution # 2017-34.

Background:

This Resolution is to approve a regional training grant application to potentially be awarded by FEMA AFG program for the Blue Card IC Certification program. The Blue Card IC training program provides 41 SFMD Company Officers with a certification that is compliant with National Incident Management System (NIMS) Type 4 and Type 5 events. The Blue Card IC training program is a nationally recognized program that is used valley wide and provides consistent incident command training to first responders. This program defines best standard command practices for common, local, everyday strategic and tactical emergency operations and produces Incident Commanders that make stronger decisions that will eliminate those costly mistakes that can often lead to injury death or higher losses in property.

Objective Analysis:

This grant aligns with City policies, promotes City Council's strategic goals as well as the mission and vision of the Surprise Fire-Medical Department. This grant provides an opportunity for SFMD to get a high number of company officers trained in a critical area of NIMS training with minimal cost from the department while also advancing the department's emergency preparedness efforts. This initiative also assist the department in furthering our initiatives in improving our ISO rating as Company Officer training was an area that SFMD needed improvement to gain a better ranking.

Policy Compliant:

This request is compliant with all city policies.

Financial Impact:

SFMD's portion of this regional grant has an estimated total cost of \$94K to have 41 members (BCs, Captains and Engineers) blue card certified. This amount represents both training and associated overtime costs to backfill personnel while training. AFG will pay for approximately \$80,100 leaving SFMD with a 15% match of approximately \$14,400. SFMD understands and appreciates this great opportunity from the AFG program and has identified the match funding in their existing training budget. The grant is anticipated to be awarded in April 2017. SFMD will immediately enroll members in the first training session and identify the match in training funds to come from both the FY2017 and FY2018 budget (\$7,200 respectively).

Budget Impact:

This action will reallocate appropriation in the amount of \$7,200 within the General Fund from the SFMD's operating budget to the project budget for the identified city match in FY2017 and \$80,100 within the Grants Fund from contingency to personnel and services without exceeding the approved total annual budget for FY2017. The remaining \$7,200 in city match will be included in the FY2018 adopted budget.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

Click to download

- ☐ [RESOLUTION](#)
 - ☐ [SFMD MOU for AFG Blue Card Grant](#)
-

RESOLUTION # 2017-34

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$80,100 WITHIN THE GRANTS FUND AND \$7,200 WITHIN THE SURPRISE FIRE AND MEDICAL DEPARTMENT'S SERVICES BUDGET WITH IN THE GENERAL FUND FOR THE RECEIPT OF THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM BLUE CARD TRAINING REGIONAL TRAINING GRANT WITH THE CITY OF PEORIA.

WHEREAS, the FY2017 budget was adopted included funding for fire department members to obtain operational training certifications and the city adopted grant contingency funding;

WHEREAS, the City of Surprise has agreed with the City of Peoria and multiple other jurisdictions to share in a regional Blue Card IC training grant to be awarded through FEMA's Assistance to Firefighter's Grant program;

WHEREAS, the remaining \$7,200 in city match required by this grant will be included in the FY2018 budget scheduled to be adopted but Council in June of 2017;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-34
Exhibit A

The FY2017 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

Fund, Category, Program/Project	Current Approp	Increase (Decrease)	Amended Approp
Grants Fund, Personnel, AFG Blue Card	\$0	\$56,100	\$56,100
Grants Fund, Services, AFG Blue Card	\$0	\$24,000	\$24,000
General Fund, Services, AFG Blue Card	\$0	\$7,200	\$7,200
General Fund, Services, Training	\$1,241,400	(\$7,200)	\$1,234,200
Grants Fund, Contingency, General Operations	\$17,524,400	(\$80,100)	\$17,444,300
	<u>\$18,765,800</u>	<u>\$0</u>	<u>\$18,765,800</u>
Grants Fund, Grant Revenue, AFG Blue Card	\$0	\$80,100	\$80,100
Grants Fund, Grant Revenue, General Operations	\$11,752,100	(\$80,100)	\$11,672,000
	<u>\$11,752,100</u>	<u>\$0</u>	<u>\$11,752,100</u>
	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

The fund changes are as follows:

- The amendment reallocates \$80,100 in appropriation from contingency to the AFG Blue Card Grant personnel and services budget within the Grants Fund.
- The amendment also reallocates \$7,200 in appropriation for the city match from the Surprise Fire – Medical Department's services budget to the AFG Blue Card Grant services budget within General Fund without exceeding the approved total annual budget for FY2017. The remaining \$7,200 match will be included in the FY2018 Adopted Budget.

**Memorandum of Understanding
Between and Among
The City of Peoria
And**

The City of Maricopa, The City of Mesa, The Town of Queen Creek, The Sun Lakes Fire District, The Gila River Indian Community Fire Department, The City of Goodyear, The Gilbert Fire & Rescue Department, The Glendale Fire Department, The Sun City Fire and Medical District, The Chandler Fire, Health & Medical Department, Rio Verde Fire District, The Salt River Fire Department, The City of Scottsdale, The Superstition Fire and Medical District, and The City of Surprise Fire-Medical Department

This Memorandum of Understanding ("MOU") is entered into on November____, 2016 ("Effective Date") between and among **The City of Peoria**, located at 8401 W. Monroe Peoria, AZ 85345, **The City of Maricopa**, located at 39700 West Civic Center Plaza, Maricopa, Arizona 85138, **The City of Mesa**, located at 20 E. Main Street Mesa, AZ 85201, **The Town of Queen Creek**, located at 22350 S. Ellsworth Road, Queen Creek, AZ 85142, **The Sun Lakes Fire District**, located at 25020 South Alma School Road, Sun Lakes, AZ 85248, **The Gila River Indian Community Fire Department**, 5002 N. Maricopa Road, Chandler, AZ 85226, **The City of Goodyear**, 190 N Litchfield Road, Goodyear, AZ 85338, **The Gilbert Fire & Rescue Department**, located at 85 E. Civic Center Drive, Gilbert, AZ 85296, **The Glendale Fire Department**, 6829 N. 58th Drive, Glendale, Arizona 85301, **The Sun City Fire and Medical District**, located at 18602 N.99th Avenue, Sun City, AZ 85382, **The Chandler Fire, Health & Medical Department**, located at 151 E. Boston Street, Chandler, AZ 85225, **Rio Verde Fire District**, 25608 N. Forest Rd. Rio Verde, AZ 85263, **The Salt River Fire Department**, located at 10005 East Osborn Road, Scottsdale, AZ 85256, **The City of Scottsdale**, located at 3939 N. Drinkwater Blvd., Scottsdale, AZ 85251, and **The Superstition Fire and Medical District**, located at 565 N. Idaho Road, Apache Junction, AZ 85119, **The City of Surprise Fire-Medical Department** located at 14250 W. Statler Plaza, Suite 101, Surprise, AZ 85374 (hereinafter referred to collectively as "Parties" or individual as "Party").

IN ORDER to fulfill the obligations of a FEMA Assistance to Firefighters grant award, between and among the Parties, the Parties desire to identify mutual interests and set forth their intent to collaborate on grant related activities.

I. Intended Areas of Cooperation.

- A. The City of Peoria shall serve as the primary grant recipient and administrative agent for the grant.
- B. The City of Peoria, The City of Maricopa, The City of Mesa, The Town of Queen Creek, The Sun Lakes Fire District, The Gila River Indian Community Fire Department, The City of Goodyear, The Gilbert Fire & Rescue Department, The Glendale Fire Department, The Sun City Fire and Medical District, The Chandler Fire, Health & Medical Department, Rio Verde Fire District, The Salt River Fire Department, The City of Scottsdale, The Superstition Fire and Medical District, and The City of Surprise Fire-Medical Department will be participating entities and sub-recipients in the grant.

- C. All Parties shall train command officers as specified in the grant through the Mesa Community College Virtual Incident Command Center ("VICC") located at 145 N. Centennial Way, Mesa, AZ 85201. This training shall consist of Blue Card Certification and quarterly training for a period of one year commencing with the grant award as outlined in the grant proposal, subject to any revisions by the granting agency.
- D. The Parties shall adhere to the 15% cost sharing requirements as contained in the grant and all other grant requirements.
- E. The Parties shall adhere to the fiscal and programmatic reporting requirements specified in the grant award and to provide such information on a timely basis to the City of Peoria.
- F. The Parties anticipate several benefits of these collaborative activities, which may include but are not limited to:
 - Improved outcomes of critical incident response;
 - Improved outcomes of mutual aid; and
 - Improved public safety.

II. Duration and Termination.

- A. The Parties will implement this potential collaboration during the one-year period commencing on the Effective Date of the potential grant award that includes any potential grant extension period and grant close-out period. Unless renewed by the Parties, this MOU will expire at the end of the grant period.
- B. Any Party may terminate its participation in this this MOU by providing at least sixty (60) days written notice to the other Parties unless such termination would affect the terms of the grant.

III. Miscellaneous Provisions.

- A. Use of Trade names/Logos. The names, crests, and logos of each Party are the intellectual property of that Party and may not be used without that Party's prior express written permission for each specific usage.
- B. Indemnification. Each Party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other Parties, its elected officials, officers, officials, agents, employees, or volunteers (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- C. Workers Compensation. The provisions of A.R.S. Section 23-1022(D) shall apply to this MOU. An employee of a public agency, as defined in A.R.S. Section 11-951, who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or

contract is deemed to be an employee of both public agencies for the purposes of A.R.S. Section 23-1022 The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section. Each Party to this MOU shall comply with the posting requirements of A.R.S. Section 23-1022(E)

- D. Conflict of Interest. Each Party's participation in this MOU is subject to [Section 38-511 of the Arizona Revised Statutes](#) which provides that this MOU may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of a Party is, at any time while this MOU or any extension thereof is in effect, an employee or agent of the other Party to this MOU in any capacity or a consultant to any other Party with respect to the subject matter of this MOU.
- E. This MOU 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. Neither a signature for every party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by an agency to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that jurisdiction's practice only by the particular agency seeking approval.
- F. The Parties agree to maintain and furnish to each other records and documents pertaining to the grant activities provided under this MOU as may be required by Federal, State or local laws, rules, or regulations.
- G. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this MOU, and that the person signing on behalf of each has been properly authorized and empowered to enter this MOU.

IV. Federal Provisions.

- H. The Parties agree to comply with the Fiscal Year 2016 Department of Homeland Security Standard Terms and Conditions incorporated into this MOU by this referenced and attached as Appendix A.

THIS AREA INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties named below have executed this MOU as first written above.

The City of Peoria

By: _____

ATTEST:

Name: Bobby Ruiz

Fire Chief

Rhonda Geriminsky, City Clerk

Date: _____

APPROVED AS TO FORM:

Stephen J. Burg, Acting City Attorney

NAME OF ENTITY*

By: _____

Name: _____

Title: _____

Date: _____

*This signature line may be modified to meet individual agency specifications.



CITY OF SURPRISE
Regular City Council Meeting

April 18, 2017 @ 6:00:00 PM

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

Council Meeting Date:	April 18, 2017	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	3
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Replat of Lot 7A of the “Replat of Lot 6 of the Final Plat for Sierra Montana Crossing” dated January 30, 2017, a property generally on the southwest corner of Greenway Road and Cotton Lane.

Motion:

I move to approve the Replat of Lot 7A of the “Replat of Lot 6 of the Final Plat for Sierra Montana Crossing” dated January 30, 2017.

Background:

eece and Rowe Architects seeks approval of an Amended Final Plat to divide a 3.22 acre parcel into two (!) parcels of approximately 2.23 and 0.94 acres. The overall 11.87 acre Commercial Center Known as reenway Crossings intends for lot division to provide land for a proposed Sonic Drive-In restaurant.

Objective Analysis:

Staff believes the proposed Amended Final Plat is consistent with the manner and intent of the Sierra Montana PAD. Once platted, the site will be able to be developed in accordance with the requirements of the City of Surprise.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:**Click to download**

- ☐ [00 - FS16-421 – Sonic at Sierra Montana Amended Final Plat - Staff Report](#)
 - ☐ [01 - FS16-421 – Sonic at Sierra Montana Amended Final Plat - Vicinity Maps](#)
 - ☐ [02 - FS16-421 – Sonic at Sierra Montana Amended Final Plat - Amended Final Plat](#)
 - ☐ [03 - FS16-421 – Sonic at Sierra Montana Amended Final Plat - Master Site Plan](#)
 - ☐ [04 - FS16-421 – Sonic at Sierra Montana Amended Final Plat - Site Plan](#)
 - ☐ [05 - FS16-421 – Sonic at Sierra Montana Amended Final Plat - Presentation](#)
-

AMENDED FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS16-421

Project Name: Sonic at Sierra Montana Amended Final Plat

Council District: 3 - Mesquite

Meeting Date: April 18, 2017

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

Owner: Cotton Greenway Partners, LLC

Applicant: Reece and Rowe Architects

Request: An Amended Final Plat to divide a 3.22 acre parcel into two (2) parcels of approximately 2.23 and 0.94 acres.

Site Location: Generally, on the southwest corner of Greenway Road and Cotton Lane.

Site Size: The area to be replatted encompasses Approximately 3.22 acres.

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

Support/Opposition: No support or opposition was encountered.

Project Description:

Reece and Rowe Architects seeks approval of an Amended Final Plat to divide a 3.22 acre parcel into two (2) parcels of approximately 2.23 and 0.94 acres. The overall 11.87 acre Commercial Center Known as Greenway Crossings intends for lot division to provide land for a proposed Sonic Drive-In restaurant.

Background:

September 14, 2000: The City Council approved an annexation for the subject property.

September 14, 2000: The City Council approved a PAD for Sierra Montana under Case PAD99-100.

August 21, 2007: The Planning and Zoning Commission approved a Site Plan for Sierra Montana Crossings under Case SP06-470.

May 12, 2016: Staff held a concept review meeting for the applicant under Case CR16-183.

September 26, 2016: The applicant submitted for a Conditional Use Permit (CUP) and Final Plat under Case FS16-421, the subject case.

April 6, 2017: The Planning and Zoning Commission approved a CUP for a Sonic Drive-In facility at Sierra Montana Crossings Commercial Center under Case FS16-421, the subject case.

Analysis and Discussion:

Reece and Rowe Architects seeks approval of an Amended Final Plat to divide a 3.22 acre parcel into two (2) parcels of approximately 2.23 and 0.94 acres. The overall 11.87 acre Commercial Center Known as Greenway Crossings intends for lot division to provide land for a proposed Sonic Drive-In restaurant.

An accompanying CUP for Drive Through facility was heard by the Planning and Zoning Commission on April 6, 2017. The proposed restaurant was approved with a condition that the CUP was not deemed approved until which time the subject Amended Final Plat is approved by the City Council.

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports locally oriented commercial uses such as that proposed.

REVIEWING AGENCIES:

Maricopa Water District (MWD): In an email dated September 27, 2016, MWD indicated no opposition to the CUP, but indicated that the Final Plat is to be reviewed and approved pursuant to the MWD drawing requirements. MWD and the applicant were able to address all concerns and obtain the relevant documentation.

Arizona Department of Transportation (ADOT): In an email dated October 3, 2016, ADOT indicated the proposal will have no impact on existing highway facilities.

Luke Air Force Base (LAFB): In a letter dated October 3, 2016, LAFB indicates no objections to the request, but advises the applicant review sound attenuation requirements and engage in a strong notification program with respect to the air base and its operations.

Summary:

Staff believes the proposed Amended Final Plat is consistent with the manner and intent of the Sierra Montana PAD. Once platted, the site will be able to be developed in accordance with the requirements of the City of Surprise.

Findings:

- The proposed Amended Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Amended Final Plat is consistent with the Surprise Municipal Code.
- The proposed Amended Final Plat is consistent with the Sierra Montana PAD.
- The reviewing agencies have indicated no objections to the request.

Attachments:

- 01 – Vicinity Maps
- 02 – Amended Final Plat
- 03 – Master Site Plan
- 04 – Site Plan
- 05 – PowerPoint

**FS16-421
Sonic**

Vicinity Map





FS16-421
Sonic

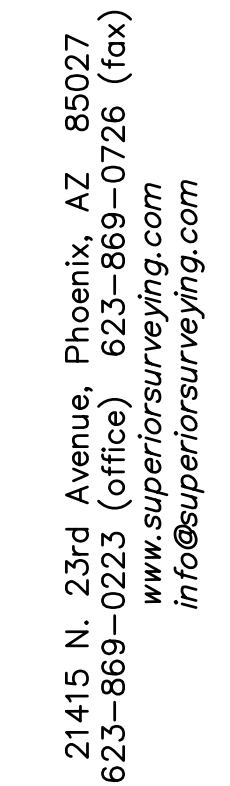
Vicinity Map

FS16-421
Sonic

Vicinity Map



A REPLAT OF LOT 7A OF A REPLAT OF LOT 6 PLAT
OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING”
SURPRISE, ARIZONA



GENERAL NOTES

1. GENERAL CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF CURRENT SOILS REPORT.
2. GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON DRAWINGS FOR CONFLICTS PRIOR TO CONSTRUCTION. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
3. REFER TO CIVIL DRAWINGS FOR PAVING THICKNESS, CURB TYPES AND LONGITUDINAL AND HORIZONTAL CONTROL.
4. REFER TO LANDSCAPE DRAWINGS FOR LANDSCAPE REQUIREMENTS.
5. FOR BUILDING LOCATION DIMENSIONS AND SETBACKS - SEE CIVIL DRAWINGS AND ARCHITECTURAL SITE PLAN.
6. NO STRUCTURE OF ANY KIND TO BE CONSTRUCTED ON, OR PLACED WITHIN PUBLIC UTILITY EASEMENTS EXCEPT WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING AND/OR BROOM FINISHED ANY PLANTING EXCEPT GRASS. GENERAL CONTRACTOR SHALL BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION OF THE PUBLIC UTILITIES. VERIFY WITH LOCAL AGENCIES.
7. ALL SIDEWALKS ARE TO BE LIGHT BROOM FINISHED UNLESS NOTED OTHERWISE.
8. COORDINATE WATER (DOMESTIC AND FIRELINE) AND GAS METER LOCATIONS WITH CIVIL DRAWINGS.
9. COORDINATE TRANSFORMER PAD LOCATIONS WITH ELECTRICAL AND CIVIL DRAWINGS.
10. ANY DAMAGE BY GENERAL CONTRACTOR OR SUB CONTRACTOR TO EXISTING ASPHALTIC PAVEMENT AND/OR EXISTING LANDSCAPING SHALL BE REPAIRED AT NO COST TO OWNER.
11. GENERAL CONTRACTOR TO PROVIDE ALL GOVERNMENTAL REQUIRED SIGNS AND SIGNAGE PRIOR TO OCCUPANCY (FIRE LANE SIGNAGE, "DO NOT BLOCK DOOR" ETC.)
12. GENERAL CONTRACTOR SHALL VERIFY ALL ON SITE CONDITIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR OMISSIONS PRIOR TO CONSTRUCTION.
13. GENERAL CONTRACTOR TO SCHEDULE BLUE STAKE INSPECTION AND NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE BEGINNING ANY WORK.
14. CIVIL ENGINEERING FOR THIS PROJECT HAS BEEN SUBMITTED TO CITY OF SURPRISE UNDER SEPARATE PERMIT PACKAGE.
15. REFER TO SEPARATE CIVIL PACKAGE FOR DIMENSIONS NOT SHOWN.

SITE DATA

EXISTING ZONING:.....SIERRA MONTANA PLANNED AREA DEVELOP-
MENT (PAD) / COMMUNITY COMMERCIAL C-2

SITE LOCATION:.....SWC OF COTTON LANE AND GREENWAY ROAD
SURPRISE, AZ

(Existing and Future developed site areas and building
areas shown are for reference only and not a part of the
specific proposed site and building improvements)

SITE AREA:

LOT 1 - FUTURE - 5.06 ACRES - VACANT	
LOT 2 - FUTURE - 2.10 ACRES - VACANT	
LOT 3 - FUTURE - 1.54 ACRES - VACANT	
LOT 4 - EXISTING - 2.89 ACRES - CVS PHARMACY	
LOT 5 - EXISTING - 1.44 ACRES - PET CLUB	
LOT 6A - EXISTING - 2.16 ACRES - GOODWILL	
LOT 7 - EXISTING - 2.28 ACRES - VACANT	
LOT 8 - EXISTING - 0.94 ACRES - PROPOSED SONIC	

TOTAL GROSS SITE AREA - 18.41 ACRES

BUILDING AREA:

MAJOR A - FUTURE - CONCEPTUALLY	21,920 S.F.
MAJOR B - EXISTING -	16,080 S.F. - PET CLUB
MAJOR C - EXISTING -	25,036 S.F. - GOODWILL
MAJOR D - FUTURE - CONCEPTUALLY	8,000 S.F.
PAD A - FUTURE - CONCEPTUALLY	8,051 S.F.
PAD B - FUTURE - CONCEPTUALLY	4,500 S.F.
PAD C - FUTURE - CONCEPTUALLY	3,303 S.F.
PAD D - FUTURE - CONCEPTUALLY	7,575 S.F.
PAD E - FUTURE - CONCEPTUALLY	4,700 S.F.
PAD F - PROPOSED -	1,483 S.F. - SONIC
SHOPS A - FUTURE - CONCEPTUALLY	9,300 S.F.
BUILDING A - EXISTING -	13,092 S.F. - CVS

TOTAL GROSS BUILDING AREA: (FUTURE (67,349), EXISTING
(54,208) AND PROPOSED (1,483)) = 123,040 S.F.

320104489

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AAD:FITCH, Inc.

FITCH

16435 North Scottsdale Rd., Suite 195
Scottsdale, Arizona 85254
Tel: 480.998.4000 Fax: 480.998.4222
Toll Free: 1-800-441-4222
WWW.AADFITCH.COM

Free

RPK REAL ESTATE, INC.

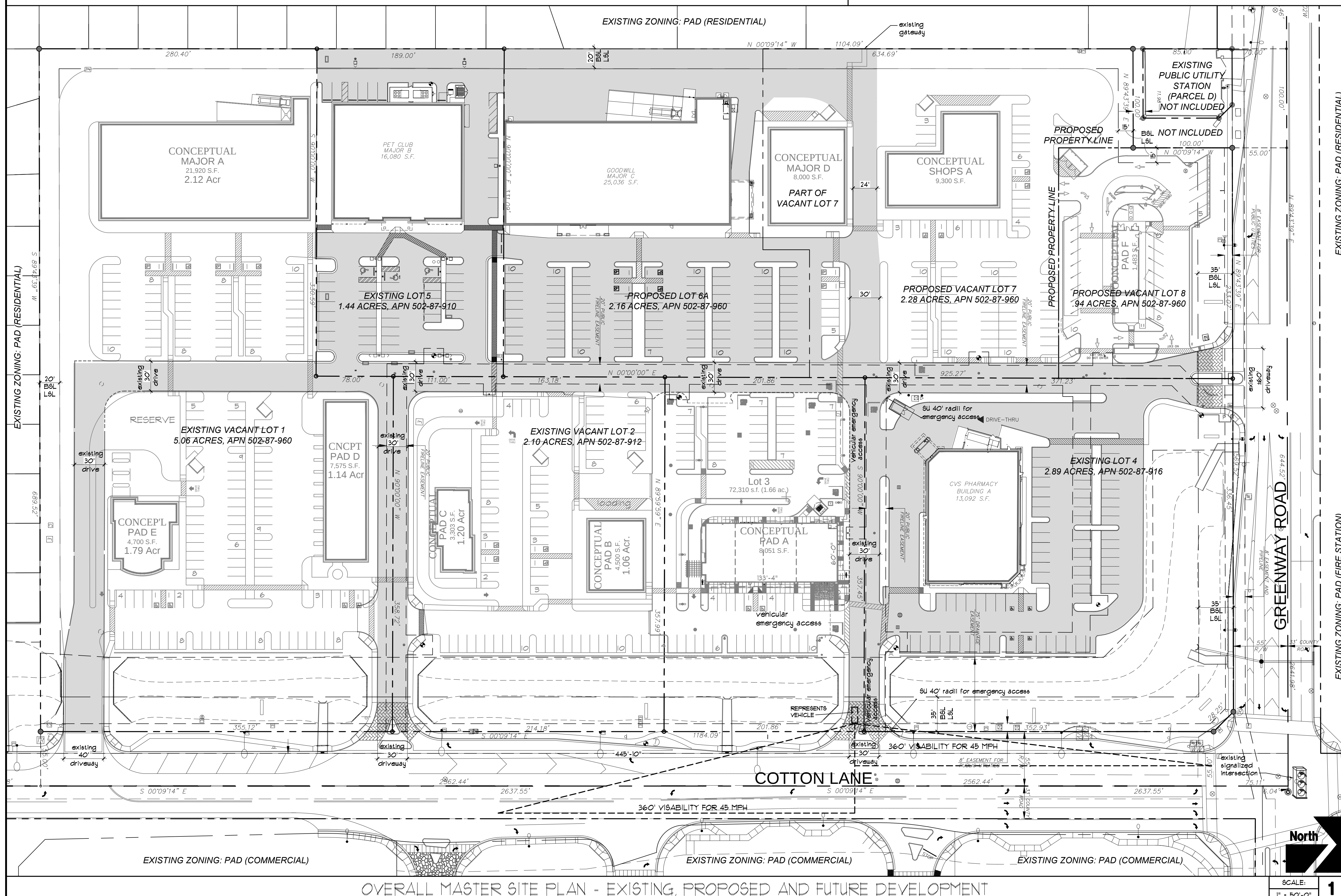
CONSULTING ENGINEER

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SIERRA MONTANA CROSSINGS
PAD 'F' - SONIC
SWC of COTTON LN. & GREENWAY RD.
SURPRISE, ARIZONA
OVERALL MASTER
SITE PLAN

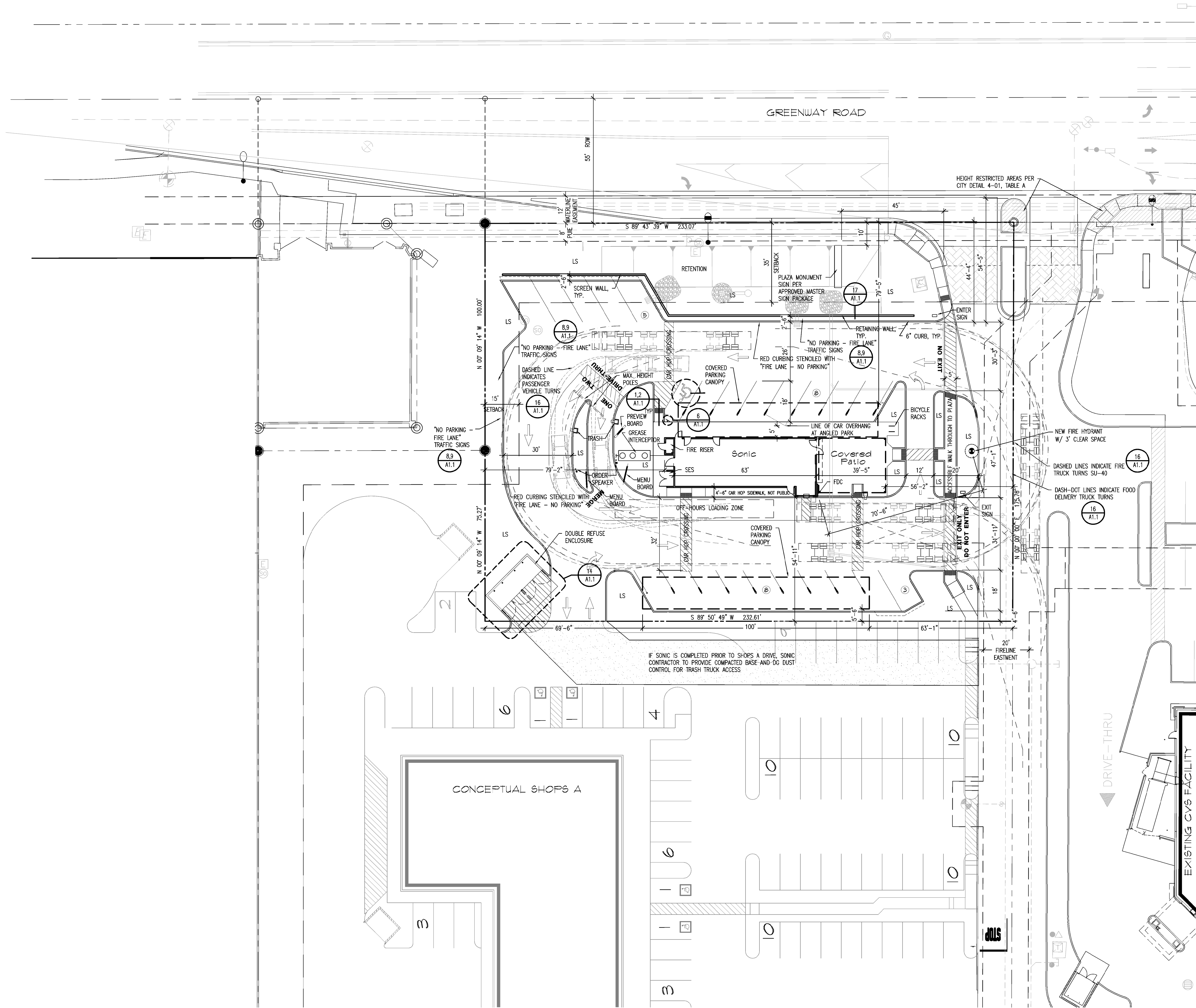
DATE:	2016.08.31
SCALE:	AS NOTED
DRAWN BY:	RSF
PROJECT NUMBER:	320104489
SHEET:	MSP1.0
REV:	

1st. City Submittal 09.2016



OVERALL MASTER SITE PLAN - EXISTING, PROPOSED AND FUTURE DEVELOPMENT

VICINITY MAP



PROJECT DATA

NARRATIVE OVERVIEW:
SUBJECT PARCEL IS PART OF THE SIERRA MONTANA CROSSINGS COMMERCIAL CENTER WITHIN THE SIERRA MONTANA PLANNED AREA DEVELOPMENT (PAD) LOCATED AT THE SOUTHWESTERN CORNER OF GREENWAY ROAD AND COTTON LANE. THIS PROJECT IS A SONIC DRIVE-IN RESTAURANT. THE DESIGN SHALL BE COORDINATED WITH THE OVERALL PLAZA IN BOTH LAYOUT AND ELEVATION STYLE AND MATERIALS.

PROPERTY OWNER: COTTON GREENWAY PARTNERS, LLC
2308 POUNSETTA
MANHATTAN BEACH, CA 90266

SONIC OWNER: MASON HARRISON RATLUFF ENTERPRISES, LLC
5725 N W 132ND STREET
OKLAHOMA CITY, OK 73142
PHONE: 405-722-9390
REEDER RATLUFF

DESIGN TEAM
ARCHITECT/APPLICANT: ARCHITECTS
REECE ANGELL ROWE
4343 E. AVOLON DRIVE
PHOENIX, ARIZONA 85018
PHONE: 602-957-4343
FAX: 602-957-7546
STEPHANIE ROWE #28525

CIVIL ENGINEER
K-TECH ENGINEERING
5715 EAST ESTRID CIRCLE
SCOTTSDALE, AZ 85254
DENNIS KNUDSEN
PHONE: (602) 391-5808

LANDSCAPE
TJ MCQUEEN
345 E. VIRGINIA
PHOENIX, AZ 85004
PHONE: 602-265-0320
FAX: 602-266-6619
TIM MCQUEEN #27166

LOCATION: SWC GREENWAY ROAD AND COTTON LANE
APN: TO BE DETERMINED BY THE ASSOCIATED FINAL PLAT
LEGAL: TO BE DETERMINED BY THE ASSOCIATED FINAL PLAT
LOT CONFIGURATION AND AREA: RECTANGULAR LOT SHAPE 41,818 SF (0.96 ACRES) GROSS
40,866 SF (0.94 ACRES) NET
ZONING DISTRICT: SIERRA MONTANA PAD C-2 LAND USE
EXISTING USE: VACANT PAD
PROPOSED USE: FAST FOOD RESTAURANT IN PLAZA
YARD HEIGHT AND AREA REQUIREMENTS: ALL PER MASTER PLAN
FRONT 35'
INTERIOR SIDE 15'
CORNER SIDE 25'
REAR 15'
HEIGHT 35'

PARKING REQUIRED: 550 SF AT A RATE OF 1 VEHICLE SPACE PER 50 SF OF OUTDOOR DINING AREA = 3

PARKING PROVIDED: SONIC LOT ONLY
DINING WITH ORDER BOARD AND CANOPY 16
GENERAL PARKING 7
TOTAL SONIC 23 INCLUDES 1 ACCESSIBLE

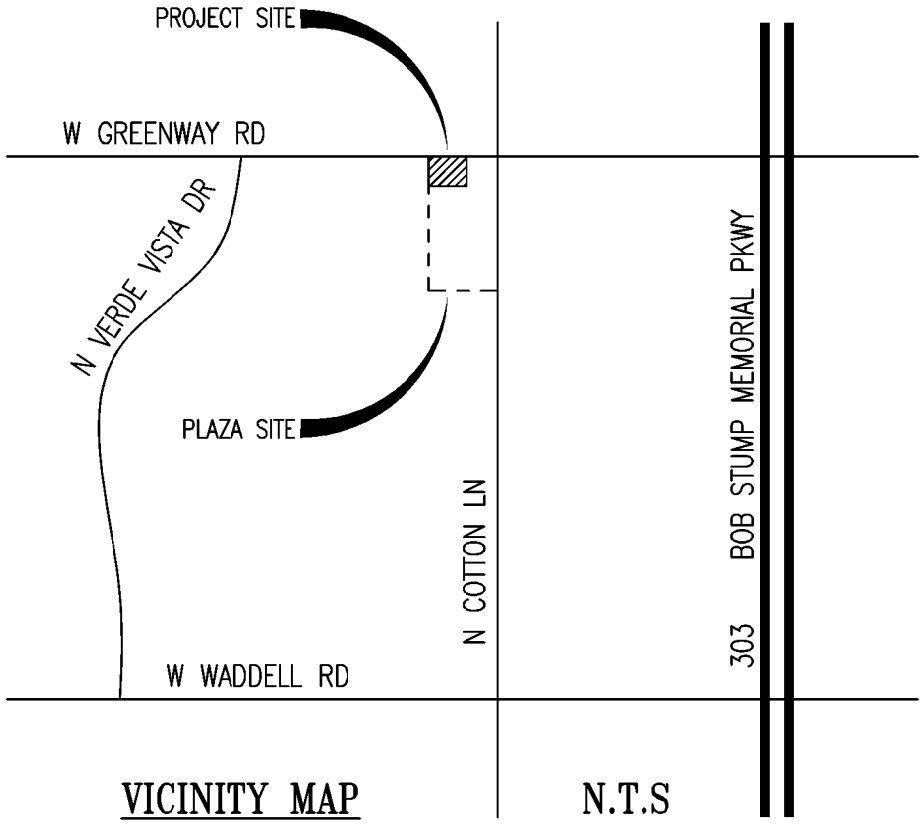
LANDSCAPING CODE: IN ACCORDANCE WITH STANDARDS PER PAD
2012 IBC, IFC, IFGC, IMC, IPC, 2011 NEC, 2012 IECC W/ LOCAL MODIFICATION
LOCAL ZONING ORDINANCE, LATEST EDITIONS.
2009 ICC A117.1

CONSTRUCTION TYPE: VB - WITH NFPA 13 FIRE SPRINKLER SYSTEM
OCCUPANCY GROUP: A-2
ARCHITECTURAL AREAS:

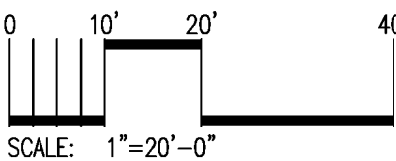
BUILDING	1480 SF
PATIO DINING CANOPY	708 SF
PARKING/DINING CANOPY NORTH	1320 SF
DETACHED CANOPY SOUTH	1400 SF
TOTAL	4908 SF

ALLOWED AREA: 6000 SF PER IBC

OCCUPANCY LOAD: BUILDING - COMM. KITCHEN @ 1/200 = 7
PATIO SEATING - FIXED SEATING: 6 TABLES x 8 (1 PER 18") = 48

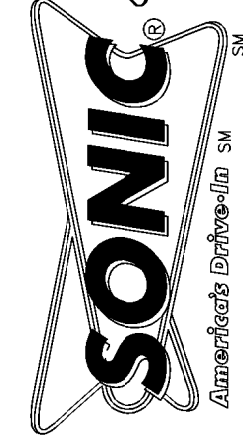


SONIC
SITE PLAN



THESE DRAWINGS AND ALL INFORMATION CONTAINED IN THEM (A) ARE THE PROPRIETARY AND CONFIDENTIAL PROPERTY OF AMERICA'S DRIVE-IN TRUST AND ITS JOINT VENTURE, SONIC INC. AND (B) ARE NOT TO BE REPRODUCED IN ANY MANNER, IN WHOLE OR IN PART, WITHOUT PRIOR WRITTEN CONSENT OF AMERICA'S DRIVE-IN TRUST OR ITS LICENSEE SONIC INC. AND (C) ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN BY THE DESIGNATED SONIC DRIVE-IN FRANCHISEE FOR CONSTRUCTION OF THE DRIVE-IN AT THE SPECIFIED LOCATION. THESE DRAWINGS ARE NOT TO BE COPIED, REPRODUCED, OR OTHERWISE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF SONIC INC. OR ITS LICENSEE SONIC INC. ANY VIOLATION OF THESE TERMS SHALL BE CONSIDERED A VIOLATION OF CIVIL AND CRIMINAL LAWS AND PENALTIES.

SONIC CORPORATION
101 PARK AVENUE
OKLAHOMA CITY, OK 73102
OFFICES: 405-260-7654
FAX: 405-260-7668



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OTHER THAN BY THE DESIGNATED SONIC DRIVE-IN FRANCHISEE FOR CONSTRUCTION OF THE DRIVE-IN AT THE SPECIFIED LOCATION.

SONIC
DRIVE-IN
17181 W GREENWAY ROAD
PEORIA, ARIZONA



EXPRES 12-31-18

REECE and ROWE
ARCHITECTS

4343 E. Avalon Drive
Phoenix, Arizona 85018
Phone: 602-957-4343
Fax: 602-957-7546

1254 W. University Ave #100
Flagstaff, Arizona 86001
Phone: 928-779-4340
Fax: 928-779-5087

REVISIONS:

TITLE: SITE PLAN
SCALE: 1"=20'-0"
DATE: 12-30-16
JOB NO: R16005

A1.0



SURPRISE
ARIZONA

SONIC AT SIERRA MONTANA AMENDED FINAL PLAT

Final Plat – April 18, 2017

**FS16-421
Sonic**

Vicinity Map





FS16-421
Sonic

Vicinity Map

FS16-421
Sonic

Vicinity Map



**Pet
Club**

Goodwill

Sonic

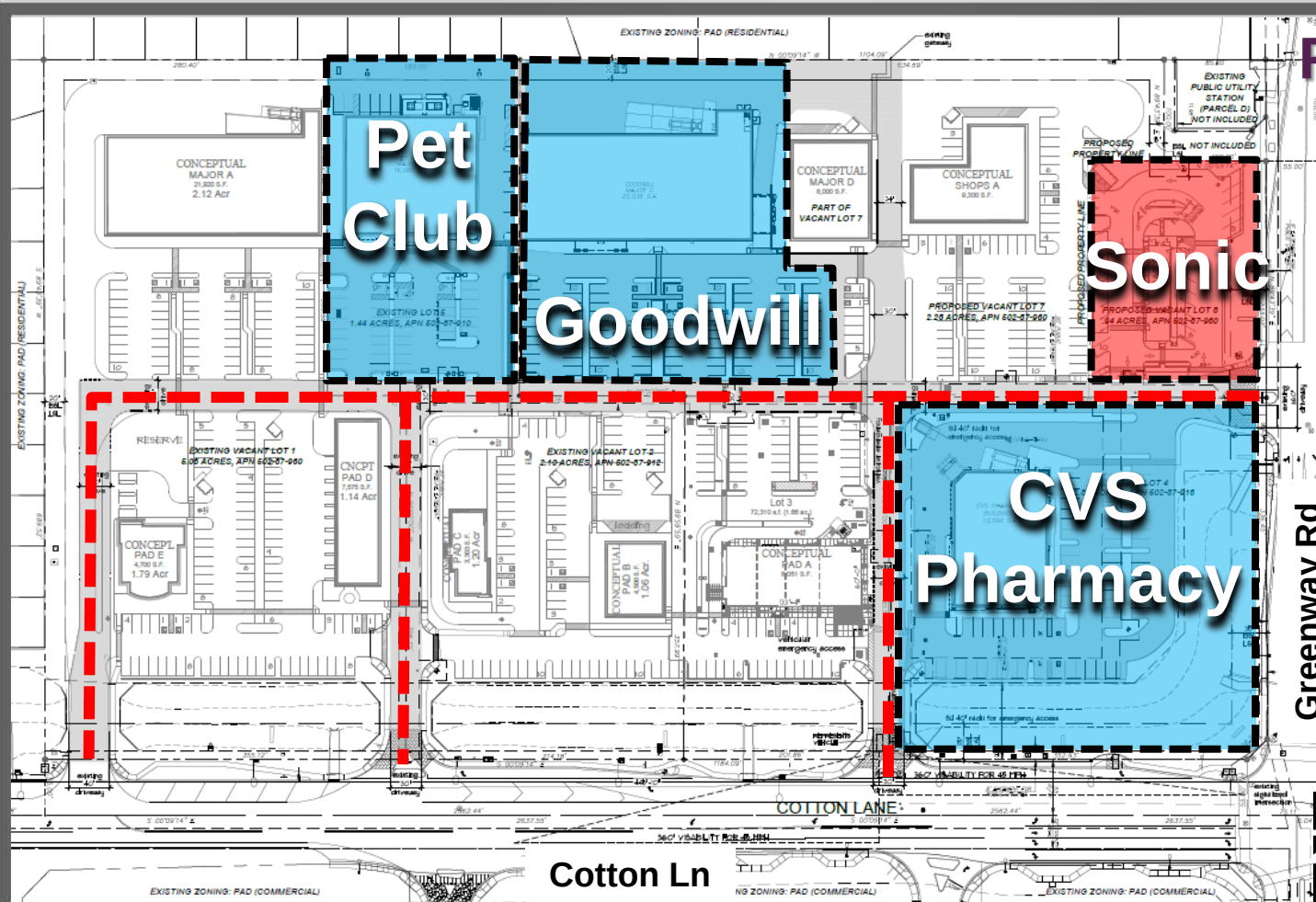
**CVS
Pharmacy**

Greenway Rd

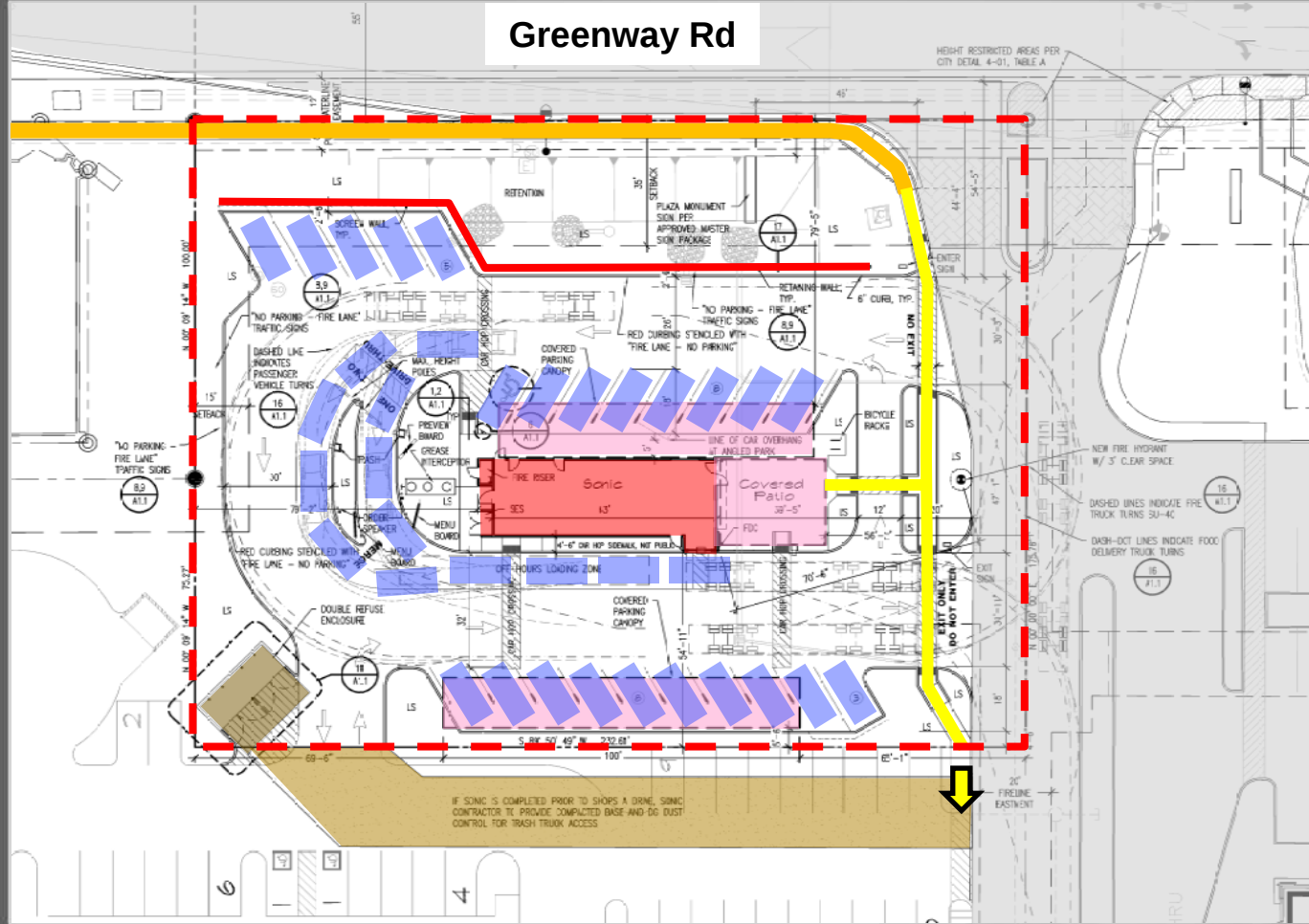
Cotton Ln

**FS16-421
Sonic**

Master Site Plan



Greenway Rd



FS16-421
Sonic

Site Plan

FS16-421
Sonic

Final Replat



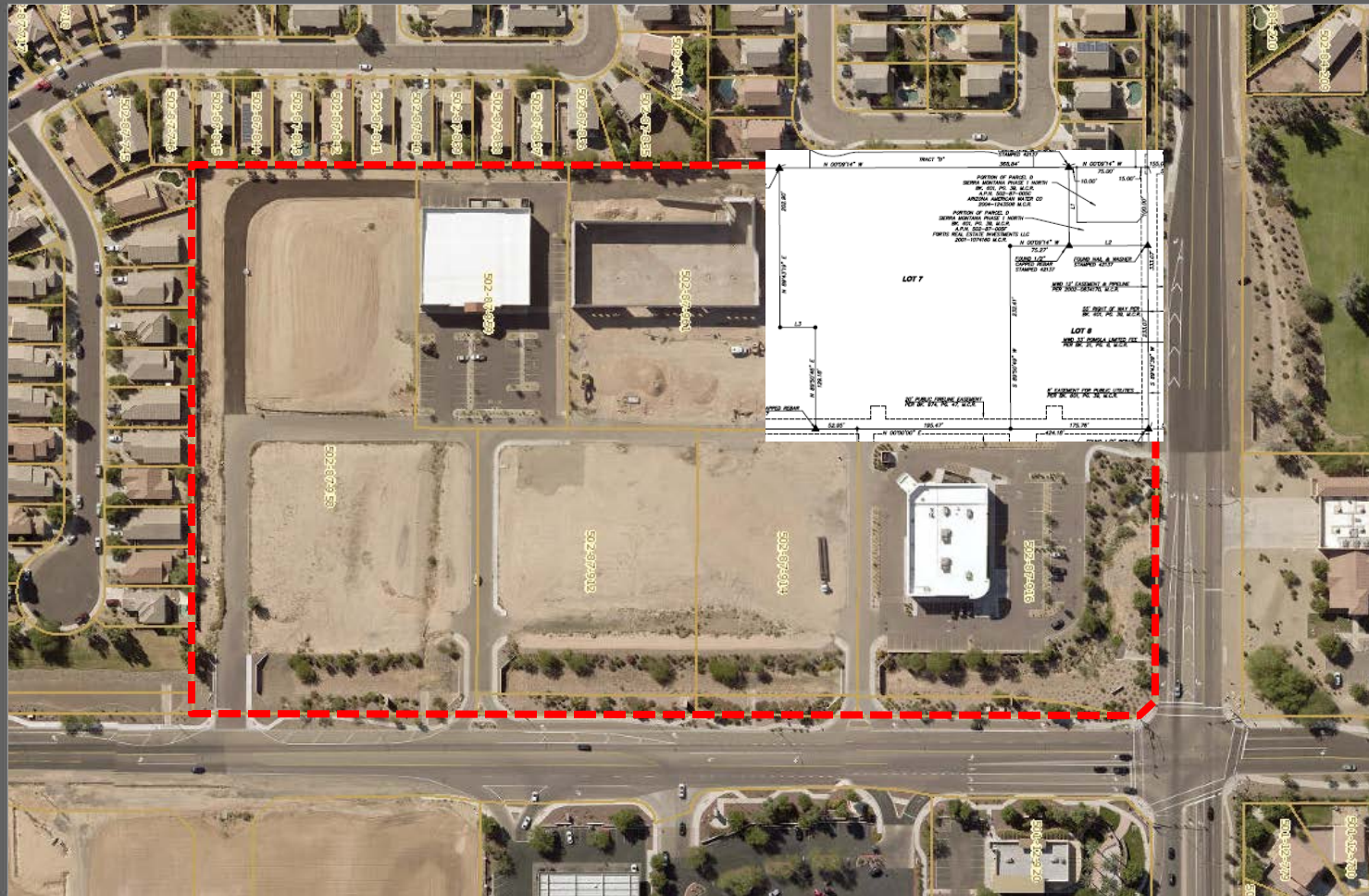
FS16-421
Sonic

Final Replat



FS16-421
Sonic

Final Replat



FS16-421
Sonic

Final Replat



FS16-421

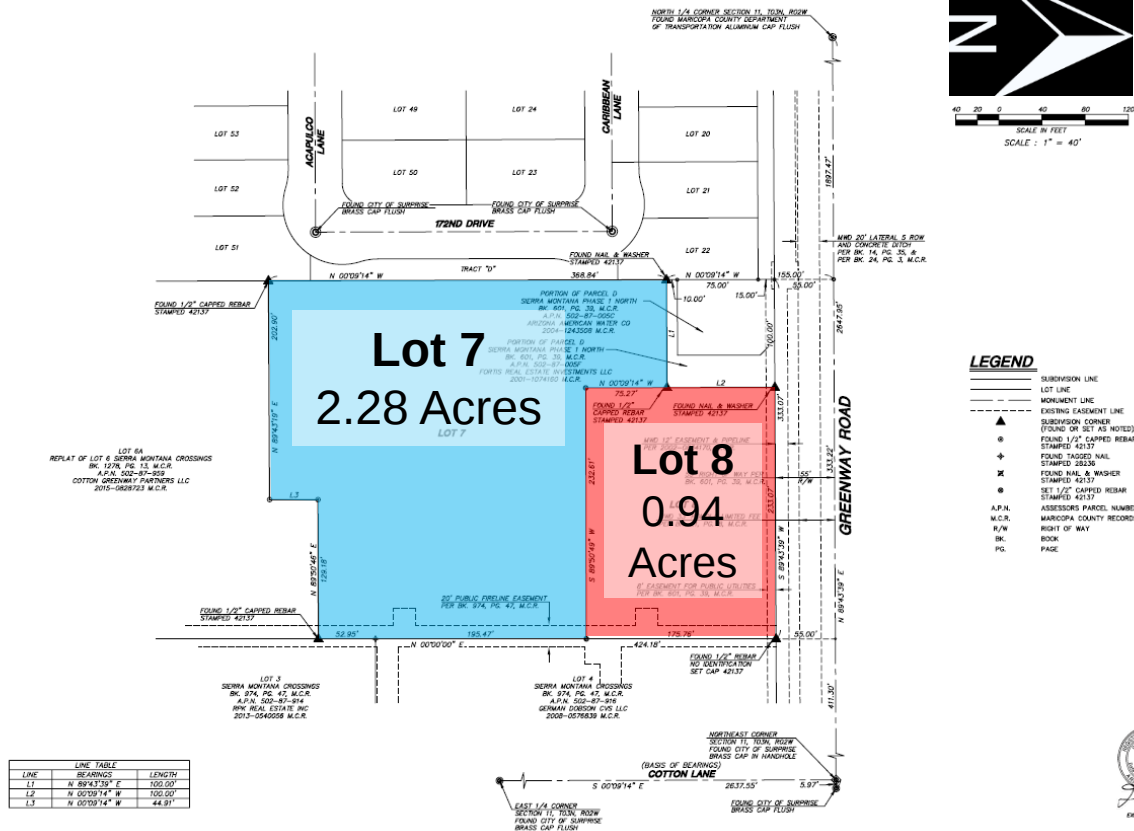
Sonic



SCALE IN FEET
SCALE: 1" = 40'

Final Plat

Total
3.22 Acres





SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

April 18, 2017 @ 6:00:00 PM

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

Council Meeting Date:	April 18, 2017	Contact Person:	Mayor Wolcott
Submitting Department:	Human Resources	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to re-appointment of Kenneth Broadfoot as the citizen member and Jim Hayden as Chairman of the Public Safety Personnel Retirement System Local Board, both to serve a four year term expiring April 18, 2021.

Motion:

I move to approve the reappointment of Kenneth Broadfoot as a citizen to the Public Safety Personnel Retirement System Local Board to a term of four years ending April 18, 2021.

I move to approve the reappointment of Jim Hayden Sr. as Chairperson of the Public Safety Personnel Retirement System Local Board for a term of four years ending April 2021.

Background:

Pursuant to Arizona revised Statute 38-847, the Mayor or designee of the Mayor serves as the Chairperson and the Mayor also appoints three citizen members to the Public Safety Personnel Retirement System Local Board with one citizen serving as Chair. The Mayor is recommending reappointment of Kenneth Broadfoot (Citizen) for a four year term. The Mayor is recommending Jim Hayden Sr. (Citizen), as Board Chairperson for a four year term.

Objective Analysis:

Policy Compliant:

Financial Impact:

There is no financial impact associated with the approval of this item.

Budget Impact:

There is no budget impact associated with the approval of this item.

FTE Impact:

This item does not impact the overall full-time equivalent count.

ATTACHMENTS:

Click to download

☐ [APPLICATIONS](#)



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: JIM LAYDEN Date Submitted: 10/09/16

Address: [REDACTED]

Phone (Home): [REDACTED] Cell: [REDACTED]

E: Mail Address: [REDACTED]

Resident of Surprise: ☒ Yes ☐ No Number of Years: 12

Board/Commission(s) you are applying for? PSDPS BOARD

Education: 12 +

EMPLOYMENT BACKGROUND:

Present Employer/Position: CITY COUNCIL

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

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

USAF 20 YEARS 1954 - 1974

GLENDALE FIREFIGHTER 1975 - 1998

(Continued on Reverse Side)

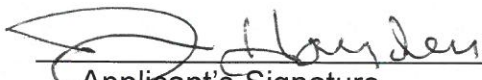
Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

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

I HAVE BEEN ON THE BOARD FOR
THE LAST 10 YEARS

Additional Information/Comments:

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


Applicant's Signature

Please return to:

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



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: KEVIN J. BROADFOOT Date Submitted: 11-9-16

Address: [REDACTED]

Phone (Home): [REDACTED] Cell: [REDACTED]

E: Mail Address: [REDACTED]

Resident of Surprise: ☒ Yes ☐ No Number of Years: 13

Board/Commission(s) you are applying for? PSPRS - POLICE + FIRE

Education: SOME COLLEGE

EMPLOYMENT BACKGROUND:

Present Employer/Position: RETIRED

Previous Employer(s)/Position (Last 5 Years): I.A.T.A. - MGR FRAUD PREVENTION, NICB INSURANCE FRAUD INVEST.

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

(Continued on Reverse Side)

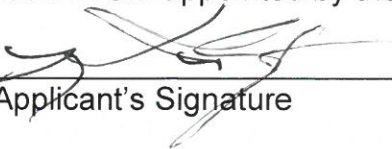
Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

PSPRS - BOARD MEMBER - 2 yrs.

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

Additional Information/Comments:

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


Applicant's Signature

Please return to:

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



CITY OF SURPRISE
Regular City Council Meeting

April 18, 2017 @ 6:00:00 PM

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

Council Meeting Date: April 18, 2017

Contact Person: Robert Wingo, City Attorney

Submitting Department:

District: Internal

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Consideration and action to enter into executive session for City Council to discuss and consult with staff in order to consider its position and instruct staff regarding negotiations for the future development options pertaining to real property within the Original Town Site pursuant to A.R.S 38-431.03(A)(7).

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

April 18, 2017 @ 6:00:00 PM

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

Council Meeting Date: April 18, 2017

Contact Person: Robert Wingo, City Attorney

Submitting Department:

District: Internal

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Consideration and action to enter into executive session for discussion and consultation with the City Attorney and to receive legal advice and to consider its position and instruct the City Attorney pertaining to a development agreement with Surprise Center Development Company pursuant to A.R.S. 38-431.03(A)(3) and (4).

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

No Attachments Available
