



CITY OF SURPRISE
Arts and Cultural Advisory Commission Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Monday, November 4, 2019 @ 6:00 PM
COMMUNITY ROOM

- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Current Events and Reports
- E. Staff Reports
- F. Arts and Cultural Advisory Commission Agenda

CALL TO THE PUBLIC:

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

Note: A.R.S. 38-431.01(H) - During this time members of the public may address the Board\Commission only on issues within the jurisdiction of the Board\Commission which are not an item on the agenda. At the conclusion of the open call, the Board\Commission 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.

CONSENT AGENDA:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|----|----------|---|--|
| 1. | Citywide | Discussion and action pertaining to the approval of the October 7, 2019 Arts & Cultural Advisory Commission meeting minutes. | Danielle Osborne
City Manager
Office |
| 2. | Citywide | Presentation and discussion pertaining to the Dysart Arts Academy. | None

Margaret Lieu -
Chair
City Manager
Office |
| 3. | Citywide | Presentation and discussion pertaining to future gallery exhibitions in City Hall and related facility use agreements. | None

Margaret Lieu -
Chair
City Manager
Office |
| 4. | Citywide | Presentation and discussion pertaining to potential locations of public art murals and a subsequent presentation to City Council. | Margaret Lieu -
Chair
City Manager
Office |

- | | | | |
|----|----------|--|--|
| 5. | Citywide | Discussion and action pertaining to use of and possible improvements to the Mobile Museum for upcoming special events in Surprise. | None

Margaret Lieu -
Chair
City Manager
Office |
| 6. | Citywide | Presentation and discussion pertaining to an update on the Women's Heritage Trail event. | None

Margaret Lieu -
Chair
City Manager
Office |
| 7. | Citywide | Discussion and update pertaining to the FY20 budget. | None

Danielle Osborne
City Manager
Office |

G. Other Business and Future Agenda Items

H. Executive Session

For information purposes: Upon a public majority vote of a quorum ("Commission"), the Commission may hold an executive session, which will not be open to the public, but for only the following purposes: discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03(A)(2));

or discussion or consultation for legal advice with the attorney or attorneys of the public body (A.R.S. §38-431.03(A)(3)).

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 or by agreement of the Commission, or as otherwise ordered by a court of competent jurisdiction.

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

I. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: October 31, 2019 11:00 AM

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
Arts and Cultural Advisory Commission Meeting

Council Meeting Date: November 4, 2019

Contact Person: Danielle Osborne, MGMT
ANALYST

Submitting Department: City Manager Office

District: Citywide

Staff Recommendations:

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Discussion and action pertaining to the approval of the October 7, 2019 Arts & Cultural Advisory Commission meeting minutes.

Motion:

I move to approve the minutes of the October 7, 2019 Arts & Cultural Advisory Commission.

Background:

N/A

Objective Analysis:

N/A

Policy Compliant:

N/A

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

1. 20191007 SACAC Meeting Minutes - Draft
-

CITY OF SURPRISE
ARTS AND CULTURAL ADVISORY COMMISSION

Meeting Minutes – Draft

October 7, 2019 / 6:00 PM

COMMUNITY ROOM
16000 NORTH CIVIC CENTER PLAZA
SURPRISE, ARIZONA 85374

CALL TO ORDER:

A. Roll Call

Chair Margaret Lieu, Vice-Chair Deborah Welch, Commission members, Rhiannon Miett, Susan deJong, Kathie Morgan, Jack Hastings, Crystal Miller.

Staff: Danielle Osborne, Management Analyst, Paul Bernardo, Community Partnerships Manager.

B. Pledge of Allegiance

C. Current Events Reports

Chair Lieu shared that there was a panel meeting for the Public Works facility artwork that is going to Council. The design that was chosen is incorporating four public workers that will surround the existing signage. The signage will also be changed to have a more industrial look as well. The artist that was chosen will help reduce the costs of the figurines by utilizing 3D printers and welding the panels to create a 3D figure. It will not have as much detail as a bronze sculpture, but it does not need as much detail since it's on a driveway/roundabout. She also met on FS 304, and shared that the RFP will be going out soon. Chair Lieu attended the Peace Pole celebration, and added that One Step Beyond brought in dove-shaped cookies as part of the celebration. She also shared some sad news – Robin Harris from Musical Surprise passed away. There was a celebration of her life and works last Wednesday. She will be missed, but Musical Surprise will go on.

Ms. Miett shared that Theater Works will be putting on performances of "The Crucible," which opens October 11th and runs through the 27th. They will also be hosting Puppet Works, which is great for young kids. Tickets are affordable, so it is a great opportunity to introduce kids to theater.

Ms. Morgan went to 15th street and Fillmore to look at BacPac's Flamenco mural, they were great but she was disappointed to see that they were on the side of housing. Ms. Morgan said that her work and level of detail was amazing, but she wishes BacPac had a different forum.

Ms. Welch went to the FS 304 panel meeting with Susan and Margaret. It was a great meeting, and they decided to advertise an opportunity for an artist to create an interactive piece for the community. She also spoke at a Women in Leadership meeting, where she shared information on the Commission's endeavors.

Mr. Hastings attended the Peace Pole dedication ceremony, and also attended the Surprise Care & Share Expo.

Ms. deJong went to the Peace Pole dedication as well. She also attended a West Valley Art Leaders meeting, as well as the FS 304 meeting. She saw Theater Works' performance of Spamalot, and attended a Teachers' mixer at Arts HQ. She also attended a Westmarc Quality of Life meeting, where they are once again putting an emphasis on art, and will be adding it to their legislative agenda. Ms. deJong closed by saying that she just found out we have an exciting hanging coming up for our gallery, but would discuss it in detail later in the meeting.

Ms. Miller finished her Bachelor's degree in accounting yesterday. Now that she has free time, she hopes to be more active and involved in the next few weeks.

Chair Lieu asked if Ms. deJong could debrief the West Valley leaders and Westmarc meetings anytime she goes, like she did earlier.

D. Staff Reports

Ms. Osborne updated the Commission on the proposed artwork for the Public Works Operations Facility, saying that it would be going to Council on Tuesday, October 15th at 6pm. She asked the Commission to attend and show their support. She also shared that the RFP for the Development Center bench centerpiece has closed, and she will be convening the panel soon.

CALL TO THE PUBLIC:

Andy Cepon - Mr. Cepon complimented Danielle Osborne on the quality of the minutes. They are publicly archived records and are accessible now and in the future. Mr. Cepon went to the Share & Care event, and congratulated Paul for a successful first year event. He looks forward to next year.

REGULAR AGENDA ITEMS – NON PUBLIC HEARING

Item 1 – Consideration and action approving the September 9, 2019 Arts and Cultural Advisory Commission Meeting minutes.

Chair Lieu requested that Ms. Osborne amend “rehabilitation” to “restoration” under Staff Reports.

Ms. deJong moved to approve the minutes of the September 9, 2019 Arts & Cultural Advisory Commission meeting as amended. Mr. Hastings 2nd. 7 Yes votes. Motion carried.

Item 2 – Presentation and action pertaining to participation in the annual Vision & Sound – Black History Month project.

Chair Lieu introduced Norma Cunningham to discuss the Vision & Sound event for Black History Month 2020. Ms. Cunningham passed around some flyers related to the events for February 2020. The Vision & Sound Board has been doing this for five years. This year, they partnered with the YWCA to put on an event, which will be held at Estrella Mountain Community College. The second big event is at the Performing Arts Center in Peoria – a jazz string show. She added that they are also planning to include a new author as part of the presentation.

Ms. deJong explained the background of the program to the new commissioners. Vision & Sound asks the Arts Commission to sponsor transportation for students from the Dysart school district, so they can visit the performances taking place in Surprise. Chair Lieu shared how impressed she has always been with the performances. Ms. deJong added that currently, 2 classes from Willow, one from Valley Vista, and one from Shadow Ridge will be attending. Ms. Cunningham is willing to arrange for more dates if they are requested.

Ms. Morgan recalled that the DUSD superintendent came to a commission meeting earlier in the year, and had said that Dysart would no longer be holding back buses. She asked whether the district has been contacted regarding the free use of buses, rather than spend money. Ms. deJong preferred to vote for the money and then contact Dr. Kellis, so that they could move forward and not have to bring an action item back to the commission. Ms. Morgan said that she remembered Dr. Kellis offering the buses up for use by the commission. Mr. Bernardo asked for clarification on what the ask to the district would be at this point. Ms. Morgan responded that she would like to inquire about using the buses without the fee. Ms. Miett felt that an expenditure amount should still be approved.

Ms. Miett moved to sponsor transportation to the Vision & Sound exhibition at a cost not to exceed \$500. Mr. Hastings 2nd.

Ms. Morgan asked to amend the motion. Chair Lieu said that there would need to be a discussion on this motion, followed by a vote. If the vote fails, a new motion can be made.

Ms. Morgan would like to pursue the free use of the buses, and should that not be approved, then the commission would pay for the buses. Ms. Osborne said that the motion on the table includes a “not to exceed” amount, so if the buses are free, then no money would be spent, but if there is a cost, it would not exceed \$500.

Chair Lieu disclosed for the record that her school participates in the activities but does not benefit from the use of the buses, so she did not feel there would be a conflict of interest.

Ms. deJong disclosed that while she used to sit on the Vision & Sound Committee, there is no longer a committee, therefore there is no conflict of interest.

Ms. Osborne re-read the motion for the record. Seeing no further comment, Chair Lieu asked for a vote. 7 Yes votes. Motion carried.

Ms. Morgan suggested that Ms. Cunningham reach out to other companies such as Wal-Mart and Amazon for sponsorship of the books and toys that she hopes to distribute to the students. Ms. Cunningham passed the book and doll around for everyone to see.

Item 3 – Presentation and discussion pertaining to upcoming special events in Surprise and presentation by Sports & Tourism staff.

Chair Lieu introduced Travis Ashby from the Sports & Tourism Department to present on upcoming events. There are a number of art-themed festivals lined up one after the other in upcoming months.

Vermillion Promotions Surprise Arts Festival November 29th – December 1st, Mark Coronado Park. Designed for Black Friday shopping. The Vermillion art shows have been all over the valley and include great sculptures and items for purchase. The event is free to the public.

Artisan Treasures Holiday Art Show November 29th – December 1st, Surprise Stadium. Talked to both promoters, they agreed that both events would compliment and play very well off each other. This would allow a good opportunity to visit both events. Parking is free for this and all events.

Surprise Party (Arts & Crafts show component) December 6th and 7th. Arts & Crafts show will take place on the 7th at Mark Coronado Park.

8th Annual Thunderbird Artists Fine Arts & Wine Festival January 10th – 12th at Mark Coronado Park. This event is an example of the use of the Tourism Fund – the event was started eight years ago as a result of the Tourism Fund but is now self-sustainable. \$3 admission, wine and craft beer tasting \$10.

Artisan Treasures Spring Fling Event February 15th at Mark Coronado Park. Local Mom & Pop-type fair, run by Wood & Me.

Ms. Miett asked about displaying the Mobile Museum at Spring Training. Mr. Ashby said that staff could discuss the potential of displaying it. Chair Lieu thanked Mr. Ashby for bringing awareness of these events to the Commission. She said that she would love to be involved in all of these events if possible. Ms. Miett suggested hosting the Mobile Museum during Cal Ripken Day.

Mayor Hall asked whether there would be food components at any of these events. Mr. Ashby said that there will be, especially at the Vermillion Arts Festivals. Mayor Hall asked whether there would be music, Mr. Ashby said yes, particularly at the Vermillion events. Thunderbird Artists would have roaming performers, and Artisan Treasures don't have live performances, but would utilize the P.A. system.

Item 4 – Discussion and possible action pertaining to materials for the Surprise Fiesta Grande event.

Ms. Osborne passed around the sign-up sheet once again and asked that the commissioners review and revise their availability as needed.

Ms. Morgan said that the boards have not been delivered yet, but they are due this week and should make the deadline. The banner is in and looks beautiful. Ms. Morgan shared her hesitation to display the boards at this event without first ensuring that everything is situated and ready for display. She also added that the display may not be suitable for a nighttime event. She felt that it may be best to wait until the November events to put on the full display.

Various commissioners asked about the materials that have already been delivered. Ms. Osborne said that she and Mr. Bernardo set up the tent to review all of the materials, and while the sidewalls were printed correctly, they did not include Velcro or some other type of anchor to adhere it to the canopy of the top, which means that the walls would not stay upright. This happened despite all of the materials coming from the same company, so Ms. Osborne was working to remedy the issue.

Chair Lieu would like to have a test run by hosting the tent at the Fiesta Grande, rather than running into issues the day of the event. She would also like to look into lights for the tent.

Ms. Osborne said that she listed this as an action item in case she needed to buy more materials for the tent. Mr. Bernardo suggested clamp lights for nighttime. Ms. Osborne reviewed the necessary materials. She and Mr. Bernardo recommended a not to exceed amount of \$300.

Miett moved to approve the procurement of materials for the Mobile Museum at a cost not to exceed \$300. Mr. Hastings 2nd. 7 Yes votes. Motion carried.

Ms. Osborne said that as soon as she gets the final information from Parks & Rec, she will send everything out to the commission at once.

Item 5 – Discussion and possible action pertaining to commissioning of public art murals in Surprise.

Chair Lieu reminded the commission that this item stemmed from the conversation regarding art acquisition for the year. At the last meeting, BacPac presented her previous works, which were amazing, but a location needs to be selected first. Chair Lieu knows that there has been discussion of expanding the public art inventory beyond the City Center, but due to the presence of the college, she feels that a mural would be perfect for this area. She suggested the orange wall on the outside of City Hall that walks you into the bill pay area, as well as the wall panels facing south on the courthouse.

Ms. Miett suggested doing a Gallery 37 piece with BacPac as the Master Artist, but Ms. deJong said that there is not enough lead time for a Gallery 37 project. Chair Lieu asked about Ms. deJong's ideas – she suggested the Original Town Site, specifically Villanueva Rec Center. Vice-Chair Welch suggested the swimming pool wall, and the wall where the mosaic pieces were removed. Ms. Miett said that the mosaic tile wall would present the same water damage issue as previously.

Ms. Miller suggested the theater building through Dysart, and a potential partnership, and an avenue for involving kids in the creation of the mural. Ms. Miett suggested gifting the mural to the school, thereby removing maintenance costs from the commission. Ms. deJong liked the idea, but if we want to do a project this year, we need to move quickly. It would be a good idea for next year.

Ms. Miett asked whether there are long stretches of fencing that need beautification. She asked about the wall across the back entrance from Walmart along Litchfield. Ms. Miller suggested doing something like what Peoria did, painting a mural on the street.

Mayor Hall suggested picking three to six locations and presenting them to Council, and allowing Council to select the location. The commission discussed the compilation of photos to put on a PowerPoint for presentation to Council. Ms. Osborne asked which meeting they were hoping to present at. The commission settled on the second November meeting. Ms. Miller said that she would be willing to put the presentation together. Chair Lieu asked that Ms. Miller create the presentation, then get it to Ms. Osborne by October 21st so that she could put it on the city's presentation template and have it ready for both the commission and council agendas. Mr. Bernardo said that the commission needs to consider whether this would be one mural or a series of murals, and whether there would be open solicitation, or direct selection with one specific artist.

Call to the Public – Andy Cepon: the consensus at the last meeting was that everyone enjoyed BacPac's work and wanted to go with her. She does not have any work in the West Valley. By purchasing multiple murals from her, we could attract tourism.

Item 6 – Discussion and action pertaining to maintenance on “The Learning Tree.”

Ms. Osborne shared a sketch of the work to be performed. The area immediately surrounding the concrete circle would be landscaped with bushes and gravel, then the irrigation re-worked into a drip system rather than sprinklers. There would be no expansion of the concrete, but the area would be enhanced. She reminded the commission that Parks & Recreation offered to pay for half of the cost. Ms. deJong asked if the bushes would prevent people from walking up to the piece. Ms. Osborne said no, since the pathway by the sidewalk would still be open.

Ms. Miller said that she just did similar work at her HOA and did not pay nearly as much for the work they did. Mr. Hastings asked whether multiple bids were sought for this work. Ms. Osborne responded that the bid was provided by Parks & Recreation staff, and that she does not know what their internal procedures are for these types of things. She also said that she does not know the typical costs for landscaping of this scope, so she could not say with certainty whether the price was high, low, or on-target. She added that the commission did not have to vote on this item if they were not comfortable with the price. Chair Lieu asked what their recourse would be at this point, to which Ms. Osborne said that she could ask staff to reach back out for more options. Mr. Hastings said that a breakdown of the costs would be helpful. Ms. Miller said that this work would probably be cheaper than restoration efforts down the line, but the cost is still bothersome to her. Mayor Hall said that what bothers him about this bid is that it is not delineated and that it is not broken out. He does not know who the contractor is and distrusts the bid.

Ms. deJong asked that they be more specific and come back next month. Ms. Morgan asked who all they reached out to for the bids. Ms. Morgan asked that Ms. Miller share her landscaping contact with Ms. Osborne. Ms. Miller asked that staff check into whether the bid would still be relevant in November.

Item 7 – Discussion and action pertaining to a reception for the Charter School art exhibition in City Hall.

Ms. deJong said that the reception is December 2nd, right before the Commission meeting. It will take place from 5 – 6pm. They will be using the whole gallery and one case. Chair Lieu clarified whether they would be invited back next year, as well as the money to spend on snacks and refreshments.

Ms. Miller moved to approve the procurement of snacks and refreshments for the Charter School gallery reception at a cost not to exceed \$200. Vice-Chair Welch 2nd. 7 Yes votes. Motion carried.

Ms. deJong mentioned an exciting upcoming show – a baseball related show which will exhibit more than 50 Sports Illustrated covers, framed, and Negro League jackets. She would like to bring it to the next agenda, potentially discuss incorporating it into Black History Month. She was also contacted by Sun Bower – Korean artist who does Western art.

Ms. Morgan asked who hangs the art for the art exhibits, and asked to bring this up on a future agenda. She had some concerns related to liability, and wanted to address them ahead of the renewal of the agreement with West Valley Arts Council.

Ms. deJong asked whether we would like to invite the Charter Schools back next year. Chair Lieu asked whether Ms. Morgan and Ms. deJong have met regarding upcoming shows. She would like some progress made towards group decisions on how to proceed with future shows. Ms. Morgan asked what specifically would need to be discussed, Chair Lieu said planning exhibitions from January 2021 forward.

Item 8 – Presentation and discussion pertaining to an update on the Women’s Heritage Trail event.

Chair Lieu tabled this item to a future meeting.

Other Business and Future Agenda Items:

Heritage Trail
Presentation by West Point Elementary principal
Learning Tree
Future art shows (baseball show)
Budget overview
Events for the Mobile Museum
Murals item for Council

ADJOURNMENT – Motion to adjourn 7:47 p.m. – Vice-Chair Welch, 2nd by Ms. Miller. 7 Yes votes. Motion carried.

ATTEST:

Paul Bernardo, Community Partnerships
Manager.

CERTIFICATION:

I, Danielle Osborne, Management Analyst for the City of Surprise City Manager’s Office, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Arts and Cultural Advisory Commission meeting held on October 7, 2019.

Danielle Osborne, Management Analyst



CITY OF SURPRISE Arts and Cultural Advisory Commission Meeting

Council Meeting Date: November 4, 2019
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: Margaret Lieu - Chair
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Presentation and discussion pertaining to the Dysart Arts Academy.

Motion:

None, presentation only.

Background:

The Dysart Arts Academy serves students at West Point Elementary School. The mission of this program is to provide an arts-enriched learning environment merging creative and academic content to enhance student achievement. Academy students are required to take language arts, reading, mathematics, science, and social studies. In addition, the students will be afforded the opportunity to participate in arts elective courses each year. These courses may include band, orchestra, chorus, and media arts.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. This presentation lends itself to the education and advocacy component of the mission statement. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(6) of the Surprise Municipal Code directs the Commission to serve as arts advocates through art awareness activities.

Financial Impact:

There is no financial Impact associated with this item.

Budget Impact:

There is no budget impact associated with this item.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:



CITY OF SURPRISE Arts and Cultural Advisory Commission Meeting

Council Meeting Date: November 4, 2019
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: Margaret Lieu - Chair
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Presentation and discussion pertaining to future gallery exhibitions in City Hall and related facility use agreements.

Motion:

None, discussion only.

Background:

The City Hall art gallery regularly features rotating artwork by local artists, coordinated through the West Valley Arts Council per a facility use agreement. This item has been placed on the agenda to discuss the upcoming schedule for the gallery and display cases, and to allow an opportunity for the Commission to provide feedback for a revision to the agreement, specifically components that address the install policy/liability, art selection, and commission representation.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. This discussion is directly tied to the placement of public art as listed within the mission statement. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(6) of the Surprise Municipal Code directs the Commission to serve as arts advocates through art awareness activities.

Financial Impact:

There is no financial impact associated with this item.

Budget Impact:

There is no budget impact associated with this item.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. 20160524 Executed WVAC facility Use Agreement
-

AGREEMENT FOR USE OF SURPRISE CITY HALL TO DISPLAY ART

This AGREEMENT FOR USE OF SURPRISE CITY HALL (the "Agreement") is entered into this 23RD day of MAY, 2016 (the "Effective Date"), by and between the City of Surprise, an Arizona municipal corporation (the "City"), and the West Valley Arts Council, an Arizona non-profit corporation (the "WVAC"). The City and the WVAC are sometimes collectively referred to in this Agreement as the "Parties," and each individually as a "Party."

RECITALS

A. The City is the owner of certain improved real property located at 16126 N. Civic Center Drive in Surprise, Arizona (the "Property").

B. On January 2, 2013, the City and the WVAC entered into that certain "Facility Use Agreement Between the City of Surprise and the West Valley Arts Council for the Use of City Hall to Display Public Art" (the "2013 Agreement"), which expired on December 31, 2013.

C. Thereafter, on June 1, 2014, the City and the WVAC entered into a "Facility Use License" for the Property (the "License") pursuant to which the WVAC has been occupying 3,200 square feet of the north portion of the Property as shown on Exhibit A to the License (the "Site Plan"), a copy of which is attached to this Agreement as Exhibit 1.

D. The City constructed certain improvements within the area depicted in the Site Plan listed on Exhibit C to the License (the "Tenant Improvements").

E. The WVAC has been conducting its operations on the Property pursuant to certain Rules and Regulations, set forth in Exhibit B to the License, and certain Parking Rules described in Section 7 below. A copy of the Rules and Regulations is attached to this Agreement as Exhibit 2.

F. The License is scheduled to expire on May 31, 2016, and the Parties desire to extend and continue their relationship pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the WVAC hereby agree as follows:

AGREEMENT

1. Licensed Premises. The City hereby authorizes and licenses the WVAC to continue its use of the Property as described on Exhibit 1.

1.1 The WVAC acknowledges that it has inspected the Licensed Premises, is familiar with its condition and accepts the same "as is" in its present condition.

1.2 Upon the WVAC performing all covenants of this Agreement, the WVAC shall have quiet possession of the Licensed Premises, subject to any exceptions or other provisions of this Agreement, and so long as the WVAC is not in default.

1.3 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statement or acts by or between the Parties, the WVAC's rights to the Licensed Premises are limited to the license rights created and granted by this Agreement, which creates only a revocable license in the Licensed Premises. The City and the WVAC do not by this Agreement intend to create a lease, easement, or other real property interest. The WVAC shall have no real property interest in the Licensed Premises.

2. Term. The initial Term of this Agreement will be for two (2) years from the date of approval by the City Manager, unless sooner terminated as hereinafter set forth.

2.1 Notwithstanding anything in this Agreement to the contrary, each Party shall have the right, in its sole discretion and without cause, to terminate this Agreement by giving the other Party thirty (30) days' written notice.

2.2 This Agreement may be extended for an additional two (2) years if mutually agreed upon by the Parties in writing.

2.3 Any holding over by the WVAC shall not be deemed to operate as a renewal or extension of this Agreement.

3. City Obligations.

3.1 The City shall furnish and pay for heat, electricity, water, and all other utility services to the Licensed Premises during the Term.

3.2 The City shall provide in January or February 2017 and upon each anniversary thereafter during the Term up to Three Thousand Five Hundred Dollars (\$3,500.00) payable to the WVAC to be used for operating expenses. The amount of each annual contribution shall be determined by the City during that year's budget process and shall be contingent upon the availability of funding.

3.3 The City shall purchase, install, and maintain the art display equipment.

3.4 The City shall provide a staff member to oversee the use of any City provided equipment and the Licensed Premises.

3.5 The City shall ensure that the Licensed Premises are secured after normal business hours and after any event held by the WVAC that should occur after normal business hours.

3.6 The City shall promote the WVAC's activities and events at the Licensed Premises on the City's webpage, in program guides, and in information releases. The Parties shall review and mutually agree on the content of any items promoting the WVAC's operations.

4. WVAC Responsibilities for Art Display.

4.1 The WVAC shall provide the City with art for public display accompanied by general information about the artists and an art display schedule.

4.2 The WVAC shall ensure that it has written permission from each artist to display his or her artworks and shall provide such documentation to the City upon request.

4.3 The WVAC shall ensure that all potential art for display has been reviewed and juried by the WVAC and no less than two members of the City of Surprise Arts and Cultural Advisory Commission.

4.4 The WVAC shall designate a member to serve as the liaison between the City and the WVAC.

4.5 The WVAC shall arrange for and ensure delivery, set up, and removal of all art exhibits.

5. City Right of Refusal. Prior to display of any art work(s), the Parties shall review the art proposed for display. The City may reject any pieces of art determined by the City to be inappropriate for display in the Licensed Premises and City Hall.

6. Use of Licensed Premises.

6.1 Without prior approval of the City, the WVAC shall not use the Licensed Premises for any use other for the purpose of the WVAC's operations.

6.2 The WVAC may rent or otherwise open the Licensed Premises for use of private events at no charge or for a fee so long as the WVAC maintains a written record of all such events available upon request by the City. The WVCA shall provide notice to the City no less than seven (7) business days in advance of any private event. Approval by the City in writing is not required; a non-response or a verbal approval shall be deemed approval. In addition, the WVAC shall, during any such event, have a staff member present on the Licensed Premises at all times to assure compliance with all applicable terms and conditions of this Agreement.

6.3 The WVAC and its agents, contractors, customers, directors, employees, invitees, officers, and patrons (collectively, "Permittees") have a non-exclusive privilege and license to use, during the Term, the Common Areas in common with all other

authorized users and occupants of the Licensed Premises and the Property. "Common Areas" consists of those areas intended by the City to be available for the use, benefit, and enjoyment of all occupants of the Property. All "Automobile Parking Areas" are Common Areas, but certain parking areas may be restricted to use by certain occupants.

6.4 The WVAC shall not conduct or permit to be conducted in or around the Licensed Premises any auction or sale, whether such auction be voluntary or involuntary, unless such auction or sale has been approved in advance in writing by the City.

6.5 The WVAC shall not display any merchandise for sale outside the exterior walls or permanent doorway of the Licensed Premises, unless otherwise permitted by the City.

6.6 The WVAC shall not and shall not allow others to commit any waste upon the Licensed Premises, the Property, the Common Areas, or the Parking Lot.

6.7 The WVAC shall not and shall not allow others to engage in any activity that has the likelihood of increasing the existing insurance premium rates for the Licensed Premises, the Property, the Common Areas, or the Parking Lot or that could cause cancellation of any insurance policy or permit any condition to remain that may be prohibited by standard form fire insurance policies.

6.8 The WVAC shall not and shall not allow others to use the Licensed Premises, the Property, the Common Areas, or the Parking Lot for any offensive, noisy, or dangerous trade, business, activity, or occupation, or any activity against public policy, or interfere with the business of or disturb the quiet enjoyment of any other authorized user of the Property, Common Areas, or Parking Lot.

6.9 The WVAC shall not use and shall not allow others to use the exterior of the roof or walls of the Licensed Premises or the Property for any purpose.

6.10 The WVAC shall not use and shall not allow others to use the Common Areas or the Parking Lot for purposes other than those intended for such areas.

6.11 The WVAC shall observe and comply with and ensure that its Permittees also observe and comply with the Rules and Regulations attached as Exhibit 2 and the Parking Rules and Regulations described in Section 7, and all reasonable modifications thereto.

7. Parking.

7.1 The City shall operate and maintain or cause to be operated and maintained a parking area, of which the Property is a part. The "Automobile Parking Area" is for the benefit and use of all persons authorized by the City to use the Property and their Permittees. However, the City may, in its sole discretion, reserve parking spaces, and any area(s) designated by the City as being for reserved parking shall not

be accessible or available for use by the WVAC, other authorized persons, or by the general public.

7.2 The WVAC's right to use the Automobile Parking Area as herein provided is solely for the accommodation of the WVAC. The City assumes no liability of any kind whatsoever for any cause of action with respect to the use thereof by the WVAC or its Permittees, all of whom shall be deemed to have assumed all risks or to have released the City from all liability in connection with the utilization thereof.

7.3 The City may restrict parking spaces from time to time for repairs or maintenance to the Automobile Parking Area, in connection with construction at or deliveries to the Property, or for any other reason deemed reasonable and appropriate by the City.

8. Construction of Additional Improvements.

8.1 The WVAC shall make no structural alterations, modifications, additions, or other significant construction work to the Licensed Premises without first having received the written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Such review shall include all improvements, equipment, fixtures, paint, and other construction work of any description or described in all plans delivered by the WVAC to the City. All such plans and construction are subject to inspection and final approval by the City as to colors, materials, site plan, design, function, and appearance.

8.2 All existing improvements to the Licensed Premises are the property of the City and any additional improvements shall become the property of the City upon completion and acceptance by the City.

8.3 The City may require that the work be performed by the City's own employees, its construction contractors, or under the City's direction, but at the expense of the WVAC.

8.4 In the event the City consents to the use by the WVAC of its own architect and/or contractor for the installation of any such alterations or improvements, prior to the commencement of such work, the WVAC shall provide the City with evidence that the WVAC's contractor has produced worker's compensation, liability, and property damage insurance (naming the City as an additional insured) in a form and in an amount approved by the City, and evidence that the WVAC's architect and/or contractor has procured the necessary permits, certificates, and approvals from the City or any other necessary governmental authorities.

8.5 The WVAC acknowledges and agrees that prior to the commencement of any improvements approved by the City, it shall provide the City with payment and performance bonds in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required

construction work, and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Each bond shall be executed by a surety company duly authorized to do business in Arizona and acceptable to the City.

8.6 The WVAC acknowledges and agrees that any review by the City of the WVAC's plans and specifications and/or right of approval exercised by the City with respect to the WVAC's architect and/or contractor is for the City's benefit only, and the City shall not, by virtue of such review or right of approval, be deemed to make any representation, warranty, or acknowledgment to the WVAC or to any other person or entity as to the adequacy of the WVAC's plans and specifications or as to the ability, capability, or reputation of the WVAC's architect and/or contractor.

8.7 The WVAC shall maintain as-built records of any approved improvements made to the Licensed Premises and shall furnish copies of such records to the City, at no cost to the City, upon completion of such improvements and any changes to the same.

8.8 All changes to utility facilities shall be limited to the Licensed Premises and shall be undertaken by the WVAC only with the prior written consent of the City.

8.9 All of the WVAC's improvements shall be designed so as to present uniformity in design, function, appearance, and quality throughout and consistency with other improvements located on the Licensed Premises.

8.10 The WVAC, or its designated contractors, subcontractors and employees, shall perform any additions or alterations in a lien-free and good and workmanlike manner and in all respects in accordance with all applicable legal requirements, permits or approvals, as the case may be.

9. Preservation of the Licensed Premises.

9.1 The WVAC shall maintain, clean, and repair the Licensed Premises, as necessary or as directed by the City, at its cost and expense, unless the City chooses to do so itself. The WVAC shall also replace any improvements to the Licensed Premises that are determined by the City to need replacement, at its cost and expense, unless the City undertakes such replacement itself.

9.2 At the expiration or earlier termination of this Agreement, the WVAC shall return the Licensed Premises to the City in a condition as good as it was at the Effective Date (fair wear and tear excepted) and, at the City's option, inclusive of any improvements that may be approved.

10. Signs and Advertising.

10.1 The WVAC shall not erect or place any sign, lettering, design, banner, decoration, exterior lighting, or other advertising device or material either outside the

Licensed Premises, or inside the Licensed Premises if visible from the outside, without prior written approval of the City.

10.2 Any signs of WVAC not in conformity with this Agreement and any signs remaining at the end of the Term shall, upon the City's demand, be immediately removed by the WVAC at its expense, and the WVAC shall promptly repair any damage to the Licensed Premises resulting from such removal.

10.3 The WVAC will be responsible for maintaining, operating, and replacing as necessary, at its own cost and expense, any existing signage upon the Licensed Premises.

11. Regulatory Requirements.

11.1 The WVAC shall promptly observe and comply with all present and future laws, ordinances, requirements, rules and regulations of all governmental authorities having or claiming jurisdiction over the Licensed Premises or any part thereof and of all insurance companies writing policies covering the Licensed Premises or any part thereof. Without limiting the generality of the foregoing, unless affirmatively waived by the City, the WVAC shall also procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Licensed Premises or required in connection with any building, structure or improvement now or hereafter erected thereon.

11.2 The WVAC covenants and agrees not to use, generate, release, manage, treat, manufacture, store, or dispose of, on, under or about, or transport to or from the Licensed Premises any hazardous materials, including, but not limited to, asbestos, urea formaldehyde, polychlorinated biphenyls, oil, petroleum products, pesticides, radioactive materials, hazardous wastes, toxic substances and any other related or dangerous, toxic or hazardous chemical, material or substance defined as hazardous or regulated or as a pollutant or contaminant in, or the use of or exposure to which is prohibited, limited, governed or regulated by, any federal, state, county, municipal, local, or other statute, law, ordinance, or rule now hereafter enacted which may relate to or deal with the protection of human health or the environment, including but not be limited to the Comprehensive Environment Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601 et seq.; Ariz. Rev. Stat. Ann., Title 49 (the "Arizona Environmental Quality Act of 1986"); and any rules, regulations or guidelines adopted or promulgated pursuant to any of the foregoing as they may be amended or replaced from time to time.

11.3 The WVAC shall have no authority to do any act or make any contract that may create or be the basis for any lien, mortgage or other encumbrance upon any interest of the City in the real property that includes the Licensed Premises. Should the

WVAC cause any construction, alterations, restorations, replacements, changes, additions, improvements or repairs to be made on the Licensed Premises, or cause any labor to be performed or material to be furnished thereon, therein or thereto, neither the City nor the real property including the Licensed Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, and the WVAC shall be solely and wholly responsible to contractors, laborers and materialmen performing such labor and furnishing such material.

12. Property and Public Liability Insurance.

12.1 The WVAC shall at all times, throughout the Term of this Agreement, keep the Licensed Premises insured against perils in amounts and with insurance carriers acceptable to the City. The WVAC shall ensure that all insurance policies in effect for the Licensed Premises name the City of Surprise as an additional insured.

12.2 The WVAC shall provide certificates of insurance evidencing coverage acceptable to the City no less than ten (10) days after the Effective Date. Such coverage must include (i) general liability insurance with a limit of not less than \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate; and (ii) coverage for loss, theft, or property damage.

13. Indemnification by the WVAC.

13.1 The WVAC shall protect, indemnify and hold the City, its agents, representatives, officers, directors, elected and appointed officials and employees harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or asserted against the City, its agents, representatives, officers, directors, elected or appointed officials, and employees, by reason of any of the following (unless resulting from negligent or intentional actions of the City, its agents, representatives, officers, directors, elected and appointed officials, or employees): (a) any use, nonuse or condition of the Licensed Premises or any part thereof; (b) any accident, injury to or death of persons (including workmen) or loss of or damage to property occurring on or about the Licensed Premises or any part thereof; (c) any failure on the part of the WVAC to perform or comply with any of the terms of this Agreement; (d) performance of any labor or services or the furnishing of any materials or other property with respect to the Licensed Premises or any part thereof; or (e) any failure on the part of the WVAC to comply with any of the matters set forth herein.

13.2 In the event the City, its agents, representatives, officers, directors, elected and appointed officials, and employees should be made a defendant in any action, suit or proceeding brought by reason of any of the occurrences described in this Section 12, the WVAC shall at its own expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the WVAC and reasonably approved by the City. If any such action, suit or proceeding

should result in a final judgment against the City, the WVAC shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of the WVAC under this Section 12 arising by reason of any such occurrence taking place while this Agreement is in effect shall survive any termination or other form of cancellation of this Agreement.

14. Indemnification by the City.

14.1 Except for any responsibility alleged or allocated to the City by reason of its failure to enforce the terms of this Agreement, the City shall protect, indemnify and hold the WVAC harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including reasonable attorney's fees and expenses) imposed upon or asserted against the WVAC by reason of the negligent or intentional actions of the City, its agents, representatives, officers, directors, elected and appointed officials, or employees.

14.2 In the event the WVAC should be made a defendant in any action, suit or proceeding brought by reason of the negligent or intentional actions of the City, its agents, representatives, officers, directors, elected and appointed officials, or employees, the City shall at its own expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the City. Except to the extent of negligent or intentional actions of the WVAC, its agents, representatives, officers, directors, or employees, if any such action, suit or proceeding should result in a final judgment against the WVAC, the City shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of the City under this Section 13 arising by reason of any such occurrence taking place while this Agreement is in effect shall survive any termination or other form of cancellation of this Agreement.

14.3 Notwithstanding the obligations imposed upon the City, its agents, representatives, officers, directors, elected and appointed officials, and employees shall not be required to protect, defend, indemnify, satisfy any judgment or hold the WVAC harmless for any negligence imputed against the City, its agents, representatives, officers, directors, elected and appointed officials, and employees by operation of law as a result of the action or non-action of the WVAC, its agents, servants, employees, directors, representatives, officials, customers, vendors, guests, licensees or invitees on the Licensed Premises.

15. Fixtures; Personal Property; and Surrender of Licensed Premises

15.1 All trade fixtures installed by the WVAC, movable furniture that is not permanently affixed to the Licensed Premises, and personal property shall remain the property of the WVAC, with the exception of items paid for by the City or loaned by the City to the WVAC for its use on the Licensed Premises.

15.2 The WVAC shall remove its trade fixtures, movable furniture, and personal property from the Licensed Premises not later than the expiration of the Term or earlier termination of this Agreement. The WVAC shall promptly repair any damage that may occur to the Licensed Premises due to removal of its trade fixtures and personal property.

15.3 Notwithstanding the foregoing, the WVAC shall have no right to remove its trade fixtures, movable furniture, and/or personal property if it is in default under this Agreement, until the default has been resolved to the satisfaction of the City.

15.4 If the WVAC fails to remove its trade fixtures, movable furniture, and personal property from the Licensed Premises upon expiration of the Term or earlier termination of this Agreement, its right to possession shall cease, and the items left shall be deemed abandoned and become property of the City.

15.5 The WVAC assumes the risk and responsibility for any damage that may occur to its trade fixtures, movable furniture, and personal property during its movement to the Licensed Premises and any movement that should occur during the Term.

15.6 All cabinetry, built-in appliances, wall coverings, floor coverings, window coverings, electrical and plumbing fixtures and conduits, lighting, and other special fixtures that are and may be placed upon, installed in, or attached to the Licensed Premises by the WVAC shall, at the expiration of the Term or earlier termination, become the property of the City and remain upon surrender of the Licensed Premises, without disturbance, molestation, or injury, unless designated by the City to be removed, in which case, the WVAC shall remove the same prior to expiration of the Term or earlier termination of this Agreement and repair any damage caused thereby.

16. Defaults by the WVAC. Each of the following occurrences shall be an event of default hereunder:

16.1 Default made by the WVAC of any of the covenants, agreements, conditions, or undertakings herein to be kept, observed and performed by the WVAC that continues for thirty (30) days or the cure of which has not been diligently commenced within thirty (30) days after written notice is given by the City.

16.2 If the WVAC should voluntarily file any petition, or have an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or shall file an answer admitting insolvency or inability to pay its debts; provided however, that the WVAC shall not remain in default if it continues to comply with all other terms and conditions of this Agreement.

16.3 If a trustee or receiver shall be appointed for the WVAC or for a major portion of its property.

16.4 If any court shall have taken jurisdiction of a major portion of the property of the WVAC in any involuntary proceeding for dissolution, liquidation or winding up of the WVAC and such jurisdiction shall not be relinquished or vacated within sixty (60) days.

16.5 If the WVAC makes an assignment for the benefit of its creditors.

17. Right of Reentry; Right of Termination.

17.1 Upon the occurrence of any default that is not cured within the applicable cure period, and at any time after the expiration of the applicable cure period, the City shall have the right, at its election, to reenter the Licensed Premises and to expel, remove and put out the WVAC and all persons occupying or upon the same under the WVAC, using such force as may be necessary in so doing, and again to possess the premises and take full possession of and control over the Licensed Premises. No reentry by the City shall be deemed an acceptance of a surrender of this Agreement, nor shall it absolve or discharge the WVAC from any liability under this Agreement. Upon such reentry, all rights of the WVAC to occupy the Licensed Premises shall cease and terminate.

17.2 Upon the occurrence of any default and at any time thereafter, the City shall have the right, at its election, with or without reentry, to give written notice to the WVAC stating that this Agreement shall terminate on the date specified by such notice, and upon the date specified in such notice this Agreement and all rights of the WVAC hereunder shall terminate. Upon such termination, the WVAC shall quit and peacefully surrender to the City the Licensed Premises.

17.3 The WVAC shall pay upon written demand by the City those costs incurred by the City in reentering the Licensed Premises or terminating this Agreement and shall reimburse the City the cost of repairing any damage to the Licensed Premises other than normal wear and tear. The City shall provide an itemized list of all damage with the cost of repair for each item.

17.4 In the event of any breach by the WVAC of any of the terms, covenants, or agreements contained in this Agreement, the City shall have, in addition to any specific remedies provided in this Agreement, the right to invoke any right or remedy allowed by law or in equity or by statute or otherwise, including the right to enjoin such breach.

17.5 Each right and remedy of the City provided for in this Agreement shall be cumulative and in addition to every other right or remedy provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise; and the exercise or beginning of the exercise by the City of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

17.6 If during any one period of twelve (12) consecutive months, the City has served three (3) written notices of default upon the WVAC, the fourth default shall be deemed an incurable default and the City shall be entitled to immediate possession of the Demised Premises.

17.7 In the event the WVAC shall be in default of this Agreement, which default remains uncured during any applicable cure period provided herein, the City may at any time, without further notice, cure such breach for the account and at the expense of the WVAC. If the City at any time, by reason of such breach, is compelled to pay or elects to pay any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any actions or proceedings to enforce the City's rights under this Agreement or otherwise, the sum or sums so paid by the City, with all interest, costs and damages, shall be paid by the WVAC to the City within ten (10) business days of an itemized written demand.

17.8 Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the control of the Party obligated to perform (a "Force Majeure Event"), shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage.

18. Disputes. Notwithstanding any other provision of Section 16, any dispute by the WVAC regarding a default under this Agreement or the City's failure to provide approval as may be required herein, shall be submitted in writing to the City within ten (10) business days of the City's written notification to the WVAC of the event giving rise to the default under this Agreement or failure to provide approval. After receipt of such written notice of dispute from the WVAC, the City shall schedule an informal meeting with a representative(s) of the WVAC to allow the WVAC the opportunity to explain the nature of the dispute and seek resolution. If the Parties are unable to reach a resolution, the dispute may be submitted to a mediator chosen by the City with the mediation to be conducted and decided within ten (10) business days of referral. No legal action may be instituted by either Party until after the mediator has issued his decision.

19. Miscellaneous.

19.1 Corporate Status of the WVAC. The WVAC covenants that it is a valid and existing not for profit corporation under the laws of the State of Arizona, that it is duly qualified to do business in the State of Arizona and in the City of Surprise, Arizona, and that it has full right and authority to enter into this Agreement.

19.2 The WVAC's Statutory Rights. In the event of any early termination of this Agreement (or any repossession of the Licensed Premises), the WVAC, so far as

permitted by law, waives any notice of reentry with or without the institution of legal proceedings to that end.

19.3 Waiver of Performance. No failure by the City or the WVAC to insist upon the strict performance of any term or condition hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, nor the respective rights of the City or the WVAC with respect to any other then existing or subsequent breach.

19.4 Remedies Cumulative. Each right, power and remedy provided for in this Agreement or now or hereafter existing at law, in equity or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law, in equity or otherwise; and the exercise or beginning of the exercise of any one or more of the rights, powers or remedies provided in this Agreement shall not preclude the simultaneous or later exercise of any or all such other rights, powers or remedies.

19.5 Attorneys Fees. In the event the City should bring suit for possession of the Licensed Premises, for the recovery of any sum due hereunder, or for any other relief against the WVAC, declaratory or otherwise, arising out of a breach of any term or condition of this Agreement, or in the event the WVAC should bring any action for any relief against the City, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

19.6 Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given within (1) day after the same has been mailed by electronic mail (provided that a copy must also be sent via another approved form of delivery), within three (3) days after the same has been mailed by registered or certified mail, postage prepaid, or within two (2) days after delivery by a nationally recognized overnight courier service (e.g., UPS, Federal Express) or personally delivered to the respective Party, at the address shown below:

To the WVAC: Bernadette Mills
 West Valley Arts Council
 13243 N. Founders Park Blvd.
 Surprise, AZ 85379

To the City: City Manager
 City of Surprise, AZ
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

With a Copy to: City Attorney
 City of Surprise, AZ
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

or at such other address as either Party shall from time to time designate in writing to the other.

19.7 Time of Essence. Time is declared to be of the essence of this Agreement.

19.8 Section Headings; References; Interpretation. The section headings contained in this Agreement are for purposes of convenience and reference only and shall not limit, describe or define the meaning, scope or intent of any of the terms or provisions hereof. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

19.9 Severability. If any provision of this Agreement is declared void, unenforceable or against public policy, such provision shall be deemed stricken and severed from this Agreement, with the remainder of the Agreement remain in full force and effect.

19.10 Provisions Subject to Applicable Law. All rights, powers and remedies provided herein shall be exercised only to the extent that the exercise thereof shall not violate any applicable law and are intended to be limited to the extent necessary so that they shall not render this Agreement invalid or unenforceable under any applicable law. If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable or against public policy, such provision shall be deemed stricken from this Agreement and the validity of the other terms of this Agreement shall in no way be affected thereby and this Agreement, absent the stricken provision, shall otherwise remain in full force and effect.

19.11 Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona without giving effect to the principles of conflict of laws. Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of Maricopa County, Arizona (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona if, and only if, the Maricopa County Superior Court lacks or declines jurisdiction over such action).

19.12 Consent or Approval. Except as otherwise expressly provided herein, any consent or approval required in this Agreement shall not be unreasonably withheld or

delayed. The requesting Party shall be entitled to seek specific performance at law and shall have such other remedies as are reserved to it under the Agreement, but in no event shall the City or the WVAC be responsible for damages to anyone for such failure to give consent or approval.

19.13 Relationship. This is a license agreement. This Agreement shall not be construed as creating a joint venture, partnership or any other cooperative or joint arrangement between the City and the WVAC, and it shall be construed strictly in accordance with its terms and conditions. Nothing contained herein is intended to confer a benefit upon any third parties.

19.14 Further Instruments and Documents. The City and the WVAC shall, upon request from the other, promptly acknowledge and deliver to the other any and all further documents, instruments or assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

19.15 Intended Agreement. This Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual and intended agreement of the Parties. This Agreement shall not be construed for or against either Party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or of any exhibits or documents prepared to carry out the intent of this Agreement.

19.16 Integration Clause; No Oral Modification. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement may not be changed, modified or rescinded, except as provided for herein, absent a written agreement signed by the City and the WVAC. Any attempt at oral modification of this Agreement shall be void and of no effect.

19.17 Conflict of Interest. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

19.18 Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

SIGNATURES ON THE FOLLOWING PAGE

"City"

City of Surprise, an Arizona municipal corporation

Bb L. V.

Name: BOB WINGENROTH

Title: CITY MANAGER

Date: 5-23-16

APPROVED AS TO FORM:

[Signature]
City Attorney

"West Valley Arts Council"

West Valley Arts Council, an Arizona non-profit corporation

[Signature]

Name: Bernadette Mills

Title: Executive Director

Date: 5-19-16

EXHIBIT 1
16126 N. Civic Center Plaza

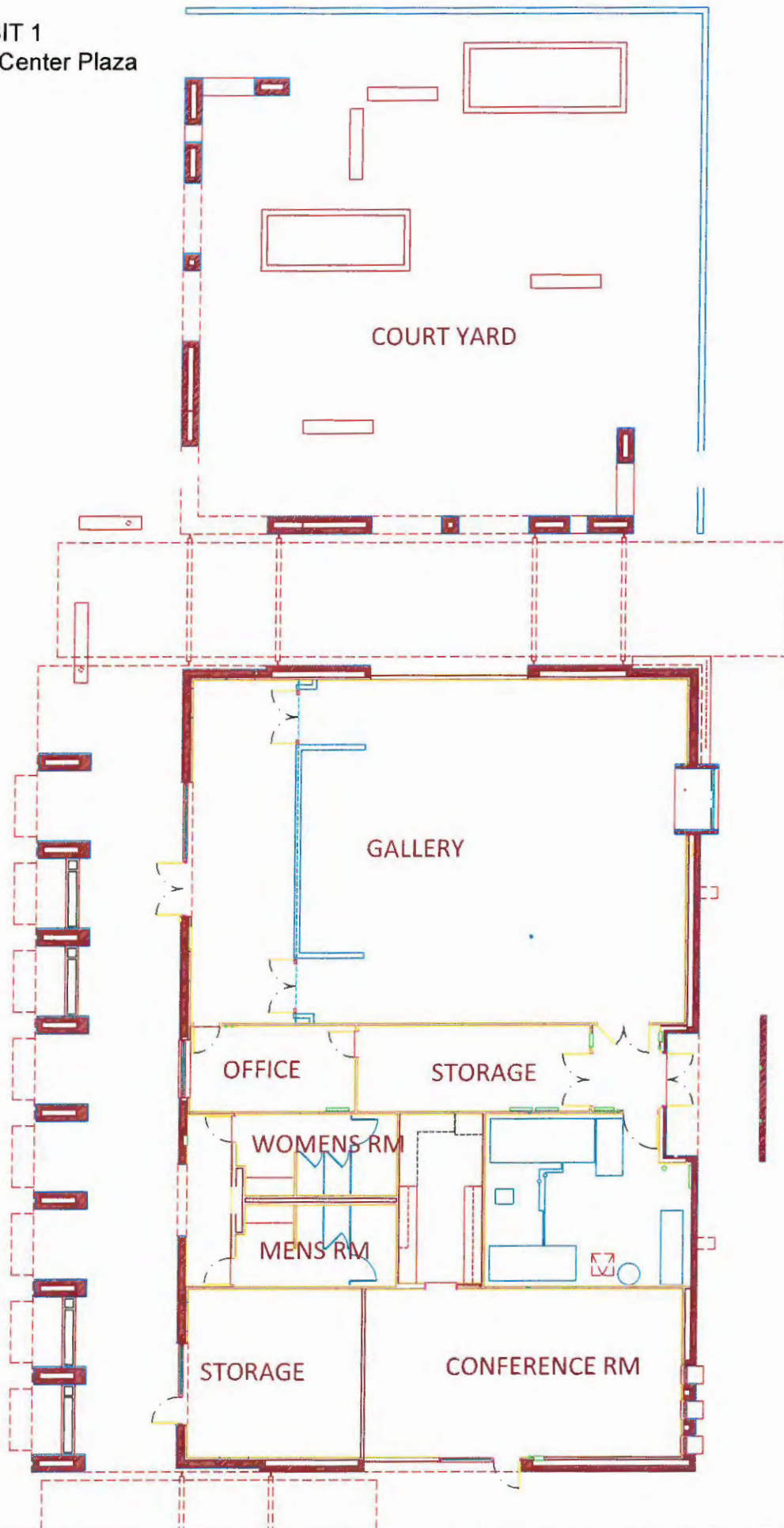


EXHIBIT 2 RULES AND REGULATIONS

(Incorporates defined terms from Facility Use Agreement)

1. The West Valley Arts Council ("WVAC") will refer all contractors, contractor's representatives and installation technicians rendering any service to WVAC, to City for City's supervision, approval and control before performance of any contractual service. This provision shall apply to all work performed on the Licensed Premises, including installations of telephones, telegraph equipment, electrical devices and attachments, and installations of any nature affecting doors, walls, windows, ceilings, equipment or any other physical portion of the Licensed Premises.
2. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by WVAC or any of its Permittees nor shall any changes be made in existing locks or the mechanism thereof without City's prior written consent.
3. Movement in or out of the Licensed Premises of furniture or equipment, or dispatch or receipt by WVAC of any merchandise or materials, shall be restricted to normal business hours, unless otherwise approved in advance by City. All such movement shall be under supervision of City and in the manner agreed between WVAC and City by prearrangement before performance. Such prearrangement initiated by WVAC will include determination by City and subject to its decision and control, as to the concerns that may prohibit any equipment or other item from being brought into the Licensed Premises. WVAC is to assume all risk as to damage to items moved and injury to persons or public engaged or not engaged in such movement, including equipment, property, and personnel of City if damaged or injured as a result of acts in connection with carrying out this service for WVAC from time of entering the Licensed Premises to completion of work; and City shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from, any act in connection with such service performed for WVAC. Any hand trucks, carryalls or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as reasonably required to protect the Licensed Premises.
4. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other parts of the Licensed Premises or the Property, except of such color, size and style and in such places, as shall be first approved in writing by City and in compliance with all local ordinances governing such items.
5. No portion of the Licensed Premises or the Property shall at any time be used for sleeping or lodging quarters, or for any residential purpose whatsoever (the term "residential" being construed in its widest possible and most inclusive meaning).
6. In the event WVAC requires the disposal of foodstuffs, edible matter, or any materials attractive to pests or vermin, WVAC shall provide at its sole cost and

expense a vermin-proof receptacle for the disposal of such materials, and take active measure to control pests and vermin. Neither WVAC nor any Permittee shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Licensed Premises.

7. City will not be responsible for lost or stolen personal property, equipment, money or jewelry from WVAC's area or public rooms regardless of whether such loss occurs when the area is locked against entry or not.
8. No birds or animals shall be brought into or kept in or about the Licensed Premises or the Property, except assistance animals.
9. Employees of City shall not receive or carry messages for or to WVAC or other person, nor contract with or render free or paid services to WVAC or WVAC's Permittees.
10. City will not permit entrance to the Licensed Premises by use of pass keys controlled by City to any person at any time without written permission by WVAC, except employees, contractors, or service personnel directly supervised by City.
11. The entries, passages, doors, or hallways shall not be blocked or obstructed; no rubbish, litter, trash, or material of any nature shall be placed, emptied or thrown into these areas; and WVAC and WVAC's Permittees shall not use such areas at any time except for ingress or egress.
12. The City desires to maintain the highest standards of environmental comfort and convenience for all authorized users of the Property and the Licensed Premises. WVAC shall report any observed undesirable conditions or lack of courtesy or attention directly to the management. WVAC shall give immediate notice to the Building Manager and City in case of accidents on the Licensed Premises or the Property or of defects therein or in any fixtures or equipment, or of any known emergency on the Licensed Premises or the Property.
13. WVAC shall not make, or permit to be made, (except for fire and burglar alarms) any unseemly, excessively loud, or disturbing noises, or interfere with occupants of this or neighboring buildings or premises, or those having business with them.
14. City shall have the right to make such other and further reasonable rules and regulations as in the judgment of City may from time to time be needful for the safety, appearance, care and cleanliness of the Licensed Premises and the Property, and for the preservation of good order therein. City shall not be responsible to WVAC for any violations of rules and regulations by other authorized users of the Licensed Premises or the Property.
15. WVAC and WVAC's Permittees shall adhere to and obey all such parking control measures as may be placed into effect by the City through the use of signs,

identifying decals or other instructions. No vehicles of any kind shall be brought into or kept on the Property except in designated areas specified for parking of such vehicles.

16. No objects larger or heavier than the Licensed Premises is limited to carry shall be brought into or installed on the Licensed Premises. The City shall have the power to prescribe the weight and position of such objects, which shall, if considered necessary by the City, be required to be supported by such additional materials placed on the floor as the City may direct, and at the expense of WVAC.
17. WVAC shall see that the doors of the Licensed Premises are closed and securely locked before leaving the Licensed Premises and must observe strict care not to leave such doors and so forth open and exposed to the weather or other elements, and WVAC and its Permittees shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before WVAC or its Permittees leave the Licensed Premises, and that all electricity, gas, air conditioning and heating shall likewise be carefully shut off, so as to prevent waste or damage, where controlled by WVAC.
18. Canvassing, soliciting and peddling in the Licensed Premises or on the Property are prohibited. WVAC shall cooperate to prevent the same.
19. All nail holes are to be patched and repaired by WVAC before vacating the Licensed Premises.
20. All holiday decorations and other temporary or special decorations must be flame-retardant. No live holiday trees or live flame candles are to be used in the Licensed Premises. No decorations shall be hung on the exterior windows or exterior walls of the Licensed Premises without permission by the City.



CITY OF SURPRISE

Arts and Cultural Advisory Commission Meeting

Council Meeting Date: November 4, 2019
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Margaret Lieu - Chair
District: Citywide

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Presentation and discussion pertaining to potential locations of public art murals and a subsequent presentation to City Council.

Motion:

None. Discussion only.

Background:

At the September 9, 2019 meeting, street artist BacPac presented examples of her past work, and discussed the possibility of creating a mural for the City of Surprise. The Commission came to a consensus that a public art mural or series of murals, would be a beneficial addition to the City's public art collection. This item has been placed on the agenda to discuss potential locations for public art murals, and to recommend a presentation to the Surprise City Council.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. Discussions regarding potential collaboration opportunities are directly linked to planning the placement of public art, as noted in the mission statement. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(6) of the Surprise Municipal Code directs the Commission to Assist and advise the city council, through the city manager, on establishing policies, rules, and methods pertaining to the siting, presentation, acquisition, maintenance, and promotion of public art as part of the City of Surprise One and One-Third Percent Public Art Program.

Financial Impact:

There is no financial impact associated with this item, however future action related to this item will not exceed \$12,000.

Budget Impact:

There is no budget impact associated with this item, however future action related to this item will not exceed \$12,000 as budgeted in the Community Relations line item.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Public Mural Location Proposal
-



Mural Location Proposal

Surprise Arts & Cultural Advisory Commission
November 19, 2019

MURAL LOCATION PROPOSAL

- The Surprise Arts & Cultural Advisory Commission (SACAC) is looking to commission murals in the city.
- All locations that have been identified are City owned locations.
- The commission is requesting the opinion of the City Council on which locations would be best for this project.
- The Commission is requesting three (3) locations be identified.

City of Surprise Court House

Mural to be painted on the wall adjunct to the front entrance.



Aquatic Center

Mural to be placed on front entrance wall.



Surprise Senior Center

Mural on North Wall of Senior Center.



Dream Catcher Park

Mural to be placed on the front to the right of the entrance.



Surprise Fire-Medical Department

Mural to be placed on left side of entrance.



Surprise Police Department

Mural to be placed to the right of the entrance.



Surprise Administrative Building

North entrance to the main hall.



Storage Wall on Litchfield Rd.

Mural to run along the wall.



MURAL PROPOSAL LOCATIONS

- The designs for all locations will be under the supervision of the Arts & Cultural Advisory Commission.
- Designs may be based on location, such as a courthouse, pool, baseball, police or fire-medical themes.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Arts and Cultural Advisory Commission Meeting

Council Meeting Date: November 4, 2019
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: Margaret Lieu - Chair
District: Citywide

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Discussion and action pertaining to use of and possible improvements to the Mobile Museum for upcoming special events in Surprise.

Motion:

I move to approve the purchase of materials for the Mobile Museum at a cost not to exceed \$XX.XX.

Background:

At the October 7, 2019 meeting, a member of the Sports & Tourism Department spoke to the commission about upcoming events and activities, and opportunities to include the Mobile Museum. Additionally, the commission recently hosted a booth at the 2019 Fiesta Grande event. This item has been placed on the agenda to allow for discussion regarding the upcoming events, and to provide an opportunity for the commission to further enhance the Mobile Museum display as they see fit.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. Discussions regarding potential collaborative opportunities are directly linked to education and advocacy, as noted in the mission statement. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(6) of the Surprise Municipal Code directs the Commission to serve as arts advocates through art awareness activities.

Financial Impact:

If approved, the costs of materials will not exceed \$950.00.

Budget Impact:

Currently, \$952 is budgeted towards Special Event Hosting.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:



CITY OF SURPRISE Arts and Cultural Advisory Commission Meeting

Council Meeting Date: November 4, 2019
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: Margaret Lieu - Chair
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Presentation and discussion pertaining to an update on the Women's Heritage Trail event.

Motion:

None - discussion only

Background:

Seventy-five years ago Flora Statler purchased, platted and began marketing lots in a development she named "Surprise." This square mile became the first neighborhood in our modern-day Surprise, an area that today we refer to as the Original Town Site (OTS). It is in this historic area where the Surprise Women's Heritage Trail was dedicated on April 2013.

The self-guided trail consists of stops to the north and south sections of the OTS, honoring many of the women that helped build our community. Some of the actual structures have been demolished, but the history remains.

At the August 5, 2019 meeting, Vice-Chair Deborah Welch, along with City Clerk Sherry Aguilar discussed a potential event related to the Women's Heritage Trail, which the Commission voted to pursue. This item has been placed on the agenda to receive an update regarding the progress of planning the event.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. Approval to formalize an event related to the Surprise Women's Heritage Trail, and promote it through the Calendar of Events would lend itself to the advocacy component of the mission statement. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(6) of the Surprise Municipal Code directs the Commission to serve as arts advocates through art awareness activities. By creating a formal Women's Heritage Trail tour and by adding the activity to the Calendar of Events, it may be promoted to a broader audience.

Financial Impact:

There is no financial impact associated with this item, however future action may lead to a financial impact.

Budget Impact:

There is no budget impact associated with this item, however future action may lead to a budget impact.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:



CITY OF SURPRISE Arts and Cultural Advisory Commission Meeting

Council Meeting Date: November 4, 2019

Contact Person: Danielle Osborne, MGMT
ANALYST

Submitting Department: City Manager Office

District: Citywide

Staff Recommendations: None

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Discussion and update pertaining to the FY20 budget.

Motion:

None, discussion only.

Background:

Fiscal Year 2020 began July 1, 2019 for the City of Surprise. At the August 5th meeting, the Arts & Cultural Advisory Commission created a preliminary budget plan for the use of funds, and projected expenditures for the remainder of the fiscal year. This item has been placed on the agenda to review expenditures and update projected costs.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. This item is intended to allow for discussion of the budget, which will provide for the placement of public art and the establishment of arts and cultural activities for Fiscal Year 2020. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d) of the Surprise Municipal Code outlines the powers, duties, and responsibilities of the Arts & Cultural Advisory Commission. These efforts are made possible by the \$50,700 budget granted to the Commission by the City Council, as well as the funds allocated from the One and One-Third Percent for the Arts Ordinance.

Financial Impact:

There is no financial impact at the time, however topics discussed through the course of this item may lead to future financial impact.

Budget Impact:

There is no budget impact at this time, however this item is intended to discuss the FY2020 budget and potential funds to be earmarked for projects.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. 11042019 Budget Projections Worksheet
-

Community Relations				\$	20,000.00
<i>(Art Acquisition/Support the Strategic Plan)</i>					
Award Amount for Bench Centerpiece	\$	7,500.00	Fall 2019	\$	7,500.00
			Balance	\$	12,500.00

Potential Projects	Projected Expenditures	Timeframe	Balance
AZ Humanities speaker fees	\$ 500.00		\$ 12,000.00
Murals	\$ 12,000.00		\$ -

Special Event Hosting <i>(Gallery Receptions)</i>	\$ 1,200.00			
	Potential Projects	Projected Expenditures	Timeframe	Balance
	Charter School Exhibit Reception	\$ 60.00	Nov/Dec 2019	\$ 1,140.00
	Women's Heritage Trail	TBD		

Prof Outside Svcs - Other				\$	13,500.00
<i>(Contracted work/maintenance work)</i>					
Peace Pole Installation Costs	\$	6,500.00	September 2019	\$	6,500.00
			Balance	\$	7,000.00

Potential Projects	Projected Expenditures	Timeframe	Balance
The Learning Tree maintenance	\$ 4,500.00		\$ 2,500.00
Give Your Community a Hand	TBD		
Reflections of Surprise Restoration	TBD		

Printing Services				\$	10,000.00
<i>(Marketing Materials/Printing Services)</i>					
Printing services for History Wall	\$	5,000.00	Spring 2020	\$	5,000.00
			Balance	\$	5,000.00

Potential Projects	Projected Expenditures	Timeframe	Balance
AZ Humanities Flyer	\$ 130.00	Summer 2019	\$ 4,870.00
Mobile Museum Interior Display	\$ 550.00	Fall 2019	\$ 4,320.00

10112122-55420 Other Rentals/Leases				\$	2,500.00
(Public Art Bus Tours/Black History Month)	October 16th Bus Tour	Oct., March, April, May	\$	2,000.00	
	Vision & Sound Bus Sponsorships	Winter 2020	\$	500.00	

10112122-55024 Prof Service Agreements				\$	3,500.00
(To be paid in May)	WVAC art curation administration fee	May 2020	\$	3,500.00	

Total Budget	\$	50,700.00
Projected Expenditures	\$	42,740.00
Balance	\$	7,960.00

Additional Funds

Municipal Arts Fund				\$	121,000.00
(1.3% for the Arts Fund)	Potential Projects	Projected Expenditures	Timeframe	Balance	
	History Wall Materials/Printing/Labor/Misc	TBD	Spring 2020	TBD	

Donations				\$	1,550.61
(Miscellaneous)	Potential Projects	Projected Expenditures	Timeframe	Balance	