



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

Tuesday, March 19, 2019 @ 6:00 PM

COUNCIL CHAMBERS

Amended agenda 3/15/19 at 1:45 PM

Added presentation to item #9

- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Proclamation and Community Acknowledgements

- 1. Proclamation by Mayor Skip Hall of "Fix a Leak Week" for the City of Surprise. None

Terry Lowe
Water Resource
Management

- E. City Manager Report

- F. City Clerk Report

- G. 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.

Please be aware that Council Members may not discuss or respond to matters raised during call to the public that are not specifically identified on the agenda. Council Members may however, in their discretion, discuss or respond to relevant matters raised during a noticed public hearing or agenda item.

- H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|--|---|
| 1. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 budget by reallocating appropriations in the amount of \$3,000 from project N42010 RV Park Operations to project P42011 Original Town Site Land Improvements within the General Capital Projects Fund, and \$16,300 from project P42010 Original Town Site Land Acquisition in the General Capital Projects Fund to project P42011 Original Town Site Land Improvements in the SW Gas Capital Expenditure Fund; Resolution #2019-25. | None

Eric Fitzer
Community Development |
| 2. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "Carol Acres" dated February 13, 2019, a property generally located north of Dynamite Road and West of 166th Avenue. | None

Shirley Phan
Community Development |
| 3. | District 1 | Consideration and action pertaining to acceptance of a warranty deed for Right of Way and Utilities along 171st Ave from Mr. and Ms. Lim. | None

Eric Fitzer
Community Development |
| 4. | District 1 | Consideration and action pertaining to acceptance a Warranty Deed for Right of Way and Utilities along 171st Ave from Mr. Leav. | Eric Fitzer
Community Development |
| 5. | District 1 | Consideration and action pertaining to acceptance of a Warranty Deed, Utilities and a Drainage Easement from Ms. Davis. | None

Eric Fitzer
Community Development |
| 6. | District 3 | Consideration and action pertaining to approval of a sewer line easement at Heritage Farms along 175th Avenue between Waddell and Sweetwater. | None

Eric Fitzer
Community Development |
| 7. | Citywide | Consideration and action on the meeting minutes of March 5, 2019 Regular City Council Work Session and Regular City Council Meeting Executive Session. | None

Sherry Aguilar
City Clerk |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|----|----------|---|---|
| 8. | Citywide | Consideration and action pertaining to approval of the AZWARN Mutual Aid Agreement between the City of Surprise and the Arizona Water and Wastewater Agency Response Network (AZWARN) and associated members memorializing the terms and procedures for requesting emergency response for water and wastewater utilities outside a utility service area in times of emergencies; Resolution #2019-29. | None

Terry Lowe
Water Resource Management |
|----|----------|---|---|

- | | | | |
|-----|------------|---|--|
| 9. | Internal | Presentation and discussion pertaining to the history and purpose of the Youth Services Division. | None

Paul Bernardo
Human Svcs and
Comm Vitality |
| 10. | District 1 | Discussion pertaining to the City's Ride Choice Program and potential improvements. | None

Vice Mayor Roland Winters
Council Member
Chris Judd
Mayor and Council |
- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session
- | | | | |
|-----|--|--|--|
| 11. | | Consideration and action to enter into executive session for discussion and consultation with the City Attorney for legal advice and the City's position pertaining to pending City of Surprise litigation pursuant to A.R.S. 38-431.03(A)(3) and (4). | None

Robert Wingo
City Clerk |
|-----|--|--|--|

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).

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Amended Agenda 3/15/19 at 1:46 PM
Added Presentation to item #9

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.



Proclamation

Office of the Mayor

WHEREAS, the City of Surprise, Arizona, is located in the Sonoran Desert, and our citizens know the value of our water supplies and their importance to our economy, our quality of life, and our future; and

WHEREAS, it is estimated that leaks account for more than 1 trillion gallons of water wasted across the United States each year, equal to the annual household water use of more than 11 million homes; and

WHEREAS, common household leaks include leaking toilet flappers, dripping faucets, broken irrigation sprinklers, and other leaking valves; and

WHEREAS, fixing these simple leaks, both indoors and outdoors, can save homeowners 10% or more on their water bills; and

WHEREAS, energy is an important component of water delivery and use, and fixing leaks will also save energy; and

WHEREAS, WaterSense is a partnership program sponsored by the United States Environmental Protection Agency (EPA) to protect the future of our nation's water supply by promoting and enhancing the market for water-efficient products and services; and

WHEREAS, EPA's WaterSense program celebrates Fix a Leak Week the third week of March as a time to remind Americans to check their household fixtures and irrigation systems for leaks; and

WHEREAS, the City of Surprise works to develop and implement water management policies and programs, including providing information to customers about the importance of not wasting water;

NOW, THEREFORE let be it resolved that I, **Skip Hall** Mayor of the **City of Surprise**, do hereby proclaim March 18-24, 2019 as:

"Fix a Leak Week"

in the City of Surprise, Arizona, and encourage all citizens to pledge to find and fix leaks and to use water efficiently.

DATED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 19, 2019

Contact Person: Eric Fitzer, DIRECTOR - COMM
DEV

Submitting Department: Community Development District: Citywide

Staff Recommendations: None

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

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 budget by reallocating appropriations in the amount of \$3,000 from project N42010 RV Park Operations to project P42011 Original Town Site Land Improvements within the General Capital Projects Fund, and \$16,300 from project P42010 Original Town Site Land Acquisition in the General Capital Projects Fund to project P42011 Original Town Site Land Improvements in the SW Gas Capital Expenditure Fund; Resolution #2019-25.

Motion:

I move to approve Resolution #2019-25.

Background:

The FY2019 adopted budget included funding for the OTS Land Improvements Project. Project expenses for FY2019, including environmental consultation, demolition services, and fencing to secure OTS property, have exceeded the original budget by \$19,300. Funding to cover expenses related to the Donorma RV Park was also included in the FY2019 adopted budget. The RV park project is complete and has funding of \$3,000 available. This action requests transfer of the remaining \$3,000 RV Park budget, as well as an additional \$16,300 from the OTS Land Acquisition project to satisfy financial obligations related to OTS land improvements.

Objective Analysis:

This budget amendment is fiscally responsible, allowing funding to be allocated to the OTS Land Improvements Project where the expense has been incurred, while facilitating the budget close out of the now complete RV Park Operations Project.

Policy Compliant:

This action is consistent with City and Council Policy.

Financial Impact:

The approval of this item will allow the City to process an invoice related to OTS Land Improvement, and will facilitate the close out of the RV Park Operations Project budget.

Budget Impact:

This action reallocates spending authority without increasing or decreasing the total budget for FY2019 and does not represent an actual transfer of funds.

FTE Impact:

There is no FTE impact associated with this action.

ATTACHMENTS:

1. Res. 2019-25 OTS Land Improvement Project P42011 revised
-

RESOLUTION # 2019-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$3,000 FROM RV PARK OPERATIONS PROJECT N42010 TO OTS LAND IMPROVEMENTS PROJECT P42011 WITHIN THE GENERAL CAPITAL PROJECTS FUND, AND \$16,300 FROM OTS LAND ACQUISITION PROJECT P42010 IN THE GENERAL CAPITAL PROJECTS FUND TO OTS LAND IMPROVEMENTS PROJECT P42011 IN THE SW GAS CAPITAL EXPENDITURE FUND FOR ORIGINAL TOWN SITE LAND IMPROVEMENTS.

WHEREAS, the FY2019 adopted budget included funding for OTS Land Improvements Project P42011;

WHEREAS, additional funding is required to cover expenses related to Original Town Site land improvements;

WHEREAS, RV Park Operations Project N42010 has been completed, has available funding, and will be closed out upon this action;

WHEREAS, projects involving work performed by Southwest Gas which qualify for reimbursement under the Franchise Agreement between Southwest Gas Corporation and the City of Surprise must be paid from the SW Gas Capital Expenditure Fund;

WHEREAS, the FY2019 budget was adopted by Council Resolution #2018-78 on June 5, 2018;

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, 2018 through June 30, 2019.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-25**Exhibit A**

1. Appropriation- The allocations below represent a reallocation of appropriations in the amount of \$3,000 from RV Park Operations Project N42010 to OTS Land Improvements Project P42011 within the General Capital Projects Fund, and \$16,300 from OTS Land Acquisition in the General Capital Projects Fund to OTS Land Improvements Project P42011 in the SW Gas Capital Expenditure Fund. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Capital Projects Fund	Community Development	N42010 RV Park Ops/ Professional Services	E	3,000	(3,000)	0
General Capital Projects Fund	Community Development	P42011 OTS Land Improvements/ Cptl Improvements to Land	E	11,900	3,000	14,900
General Capital Projects Fund	Community Development	P42010 OTS Land Acquisition/ Cptl Improvements to Land	E	455,500	(16,300)	439,200
Sw Gas Capital Expenditure Fund	Community Development	P42011 OTS Land Improvements/ Cptl Improvements to Land	E	0	16,300	16,300
				470,400	0	470,400

2. List of Operating Items Over \$50,000- Council approved monies for project P42011. This amount was based on the Fiscal Year 2019 approved budget. With this budget amendment, the OTS Land Acquisition Project P42010 will decrease by \$16,300 and the OTS Land Improvements Project P42011 will increase by \$19,300.

Reference ID	Description	Current Amount	Increase/ (Decrease)	Amended Amount
19030	OTS Land Acquisition	541,400	(16,300)	525,100
19031	OTS Land Improvements	57,000	19,300	76,300



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 19, 2019 Contact Person: Shirley Phan
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Carol Acres" dated February 13, 2019, a property generally located north of Dynamite Road and West of 166th Avenue.

Motion:

I move to approve the Final Plat entitled, "Carol Acres" dated February 13, 2019.

Background:

On November 3rd, 1988 the Mayor and City Council approved Ordinance #88-24 approving the annexation of the subject property. Dennis Keogh on behalf of Carol Jones, Eric Bureau, and Barbara Chentfant submitted a request for a Final Plat of a 4.795 acre (approx.) parcel.

Objective Analysis:

This Final Plat will establish a 27.50-foot right-of-way dedication on 166th Avenue.

Policy Compliant:

This proposed Final Plat is consistent with the Surprise General Plan 2035 and the Surprise Municipal Code.

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:

None.

FTE Impact:

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

ATTACHMENTS:

1. 00-FS18-388-Carol Acres-Final Plat Staff Report
2. 01-FS18-388-Carol Acres- Vicinity Map
3. 02-FS18-388-Carol Acres-Final Plat
4. FS18-388-CC presentation 031919

5. RW value FS18-388 Final Plat for Carol Acres

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS18-388**

Project Name: Carol Acres Final Plat

Council District: 1-Acacia

City Council Date: **March 19, 2019**

Planner: Shirley Phan

Owner: Carol Jones, Eric Bureau, and Barbara Chentfant

Applicant: Dennis Keogh, Keogh Engineering

Request: Final Plat to subdivide a 4.795 acre (approx.) parcel into three (3) parcels; Lot 1 (2.298 acre), Lot 2 (1.135 acre), and Lot 3 (1.362 acres) in the RR (Residential Ranch) zoning district.

Site Location: Generally north of Dynamite Road and west of 166th Avenue

Site Size: 4.795 acres (approx.)

Density: 0-1 DU/AC

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

Support/Opposition: None known

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Municipal Code.

Alternative Actions: **Approval** of the requested Final Plat to subdivide a 4.795 acre parcel into 3 lots.

Denial of the requested Final Plat to subdivide a 4.795 acre parcel into 3 lots.

44 **PROJECT DESCRIPTION:**

45
46 On November 3rd, 1988 the Mayor and City Council approved Ordinance #88-24 approving the
47 annexation of the subject property.

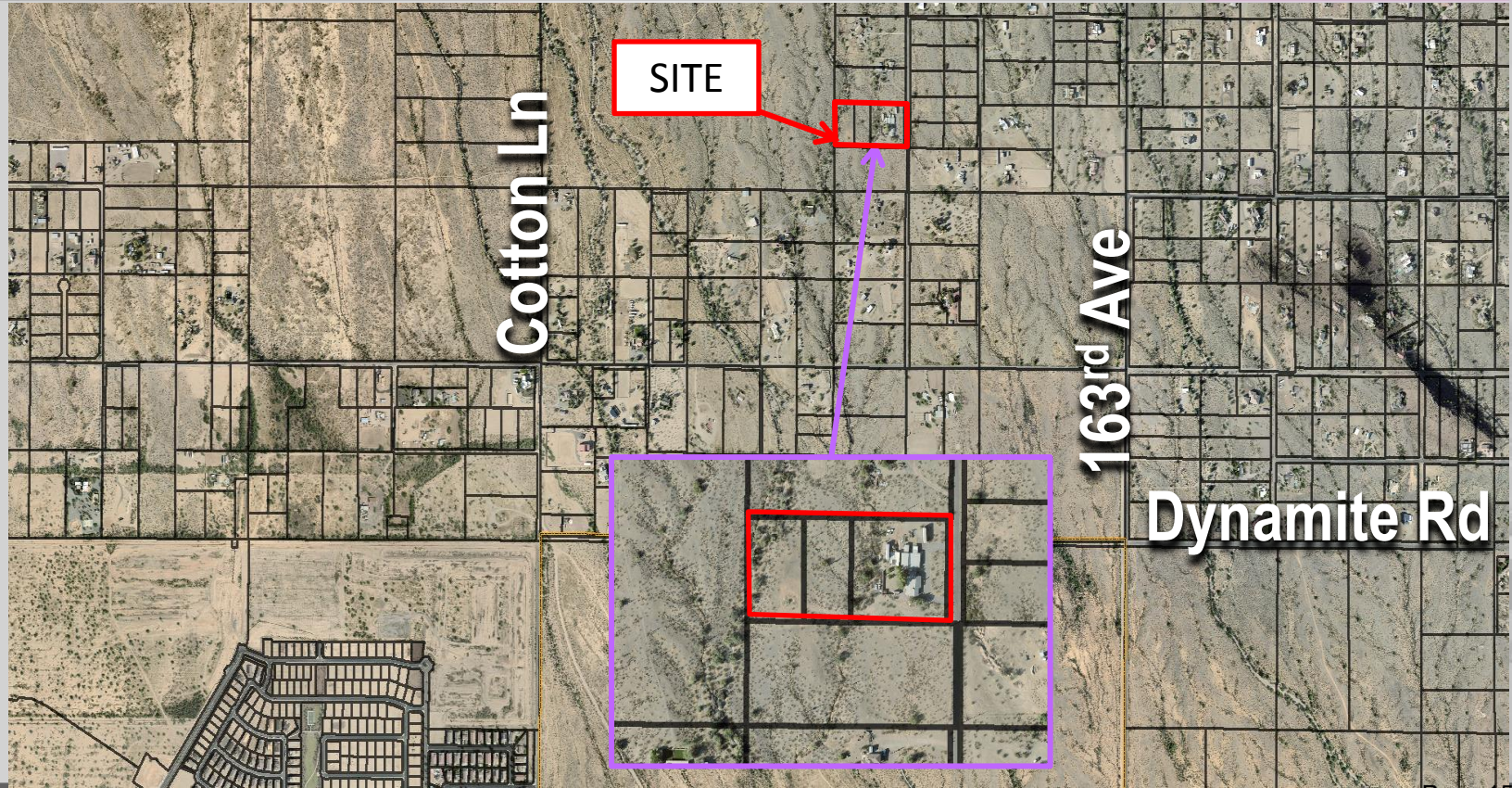
48
49 The subject lot was split through the Maricopa County Recorder's Office metes and bounds
50 document without City approval. As per the Land Divisions section of the Surprise Unified
51 Development Code (SUDC), all property splits must be approved by the City. The split of the subject
52 lot was not approved by the City and violated the Land Divisions section of the SUDC, consequently
53 creating three (3) nonconforming lots. Approval of this Final Plat by the City Council will bring the
54 subject lots into conformance.

55
56 The applicant is requesting a final plat approval that will subdivide a 4.475 acre (approx.) parcel into
57 three (3) parcels; Lot 1 (2.298 acre), Lot 2 (1.135 acre), and Lot 3 (1.362 acres) in the RR (Residential
58 Ranch) zoning district . The final plat will be dedicating 27.50 feet of right-of-way on 166th Avenue.
59 Lots 2 and 3 are currently vacant lands. Lot 1 is owned and occupied by Barbara Chentfant. The
60 applicant plans to begin development soon after this final plat is approved.

61
62
63 **Attachments:**

64
65 01 Vicinity Map
66 02 Final Plat
67

Vicinity MAP



FINAL PLAT
OF
CAROL ACRES
A PORTION OF THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNERS

BARBARA CHENTFANT TRUST
U/A/D JULY 24, 2013 (LOT 1)
29042 NORTH 166TH AVENUE
SURPRISE, ARIZONA 85387

CAROL JONES (LOT 2)
2930 WEST HUBBLE STREET
PHOENIX, ARIZONA 85053

ERIC BUREAU (LOT 3)
2202 WEST MINNEZONA AVENUE
PHOENIX, ARIZONA 85015

SURVEYOR

KEOGH ENGINEERING, INC.
650 NORTH 137TH AVENUE #110
GOODYEAR, ARIZONA 85338
PHONE: 623-535-7260
EMAIL: KEOGH@KEOGHENGINEERING.COM
CONTACT: DENNIS KEOGH

LEGAL DESCRIPTION

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION
25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

BASIS OF BEARINGS

NORTH 00°14'24" EAST ALONG THE EAST LINE OF THE NORTHEAST
QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 EAST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA
COUNTY, ARIZONA, PER RECORD OF SURVEY PLSS SUBDIVISION
RECORDED IN BOOK 656 OF MAPS, PAGE 21, RECORDS OF
MARICOPA COUNTY, ARIZONA.

NET SITE AREA

208,878 S.F.=4.795 Acres

ZONING

RESIDENTIAL RANCH

ASSESSOR'S PARCEL NOS.

APN 501-51-139K
APN 501-51-139J
APN 501-51-139H

NOTES

- THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE SEWER
INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED
TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY
ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY
PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES
CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST
OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONES "X
AND AE," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD
INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION
OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA
COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE
RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THIS PROPERTY IS IN THE SAGUARO ACRES WATER SERVICE AREA.
- THE CITY DOES NOT HAVE SEWER SERVICE AVAILABLE TO THE PROPERTY,
HOWEVER PER CITY OF SURPRISE MUNICIPAL CODE CHAPTER 58-314,
ONCE SEWER SERVICE IS AVAILABLE WITHIN 500 FEET OF THESE THE
OWNER(S) WILL BE REQUIRED TO CONNECT TO CITY SERVICES WITHIN 90
DAYS. IN ADDITION, ANY PRIVATE SEPTIC SYSTEM SHALL BE PROPERLY
ABANDONED PER CITY AND COUNTY REQUIREMENTS.

REFERENCE DOCUMENTS USED

- WARRANTY DEED RECORDED IN DOCUMENT NO. 2017-0504910, MCR.
- WARRANTY DEED RECORDED IN DOCUMENT NO. 2017-0462795, MCR.
- WARRANTY DEED RECORDED IN DOCUMENT NO. 2013-0679241, MCR.
- RECORD OF SURVEY PLSS SUBDIVISION PER BOOK 656 OF MAPS, PAGE 21, MCR.
- RECORD OF SURVEY MINOR LAND DIVISION PER BOOK 735 OF MAPS, PAGE 45, MCR.

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY
OF _____, 2019, BY THE CITY ENGINEER OF
SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF SURPRISE, ARIZONA THIS
_____ DAY OF _____, 2019.

MAYOR DATE

ATTEST: _____

CITY CLERK DATE

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 JULY, 2018; THAT THE SURVEY
IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS
SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR
POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS
ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR SIGNATURE DATE

NE CORNER
SECTION 25
T 5N, R 2W
FOUND BRASS CAP
IN HANDHOLE

Dixileta Drive

168th Avenue

168th Avenue

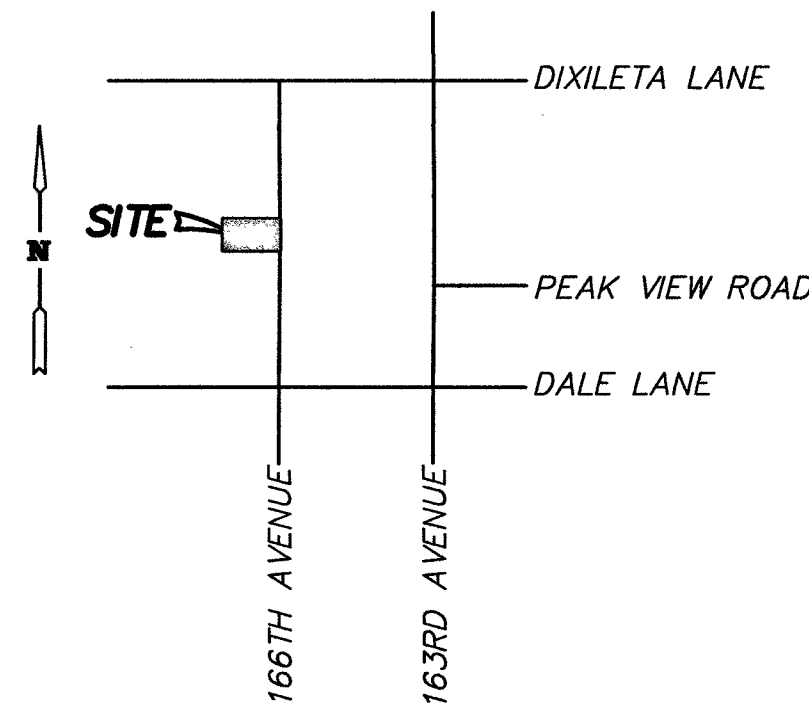
LOT 3

LOT 2

LOT 1

KEY MAP

Scale: 1"=80'



VICINITY MAP

Not to Scale

DEDICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT BARBARA CHENTFANT, AS TRUSTEE OF THE BARBARA CHENTFANT TRUST U/A/D JULY 24, 2013, CAROL JONES, AN UNMARRIED WOMAN AND ERIC BUREAU A SINGLE MAN, HAS SUBDIVIDED UNDER THE NAME CAROL ACRES, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF CAROL ACRES AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

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

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 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.

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.

BARBARA CHENTFANT, AS TRUSTEE OF THE BARBARA CHENTFANT TRUST U/A/D JULY 24, 2013, CAROL JONES, AND ERIC BUREAU ("OWNERS") DO 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 BOUNDARY 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.

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

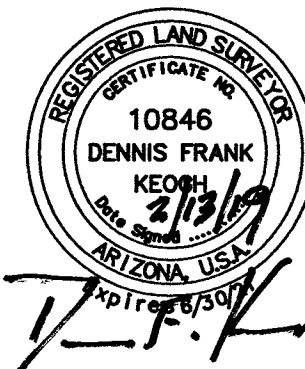
BARBARA CHENTFANT, AS TRUSTEE OF THE BARBARA CHENTFANT TRUST U/A/D JULY 24, 2013, CAROL JONES, AND ERIC BUREAU ("OWNERS") DO HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY 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 AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

IN WITNESS WHEREOF, OWNERS HAS HEREUNTO CASUED THEIR NAMES TO BE SIGNED THIS _____ DAY OF _____, 2019.

BY: _____
BARBARA CHENTFANT
TRUSTEE OF THE BARBARA CHENTFANT TRUST
U/A/D JULY 24, 2013 AS OWNER

BY: _____
CAROL JONES AN UNMARRIED WOMAN, AS OWNER

BY: _____
ERIC BUREAU A SINGLE MAN, AS OWNER



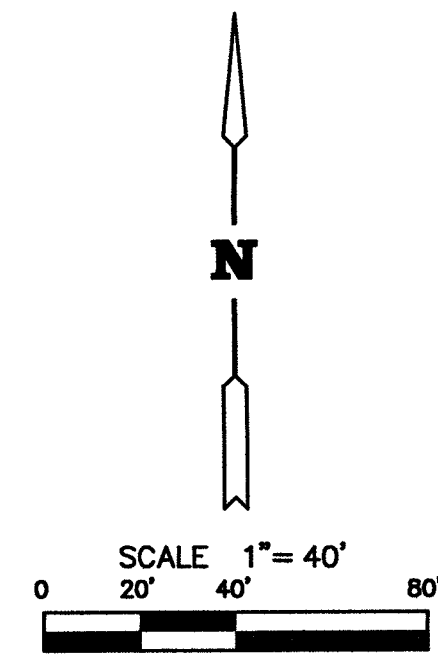
FINAL PLAT
OF
CAROL ACRES

Keogh Engineering, Inc.
650 N. 137TH AVE., 110
PHONE: (623) 535-7260
EMAIL: keogh@keoghengineering.com
JOB NO. 21255 MAP NO. E-21255

SHEET 1 OF 2
NO. LOTS = 3
GROSS AREA: 5.003 AC.

LAYOUT: Sheet 1
USER: WHITE

PLOT DATE/TIME: 02/12/19 04:22pm
FILE PATH: L:\21255\Final Plat\FP-1.dwg



Dixileta Drive

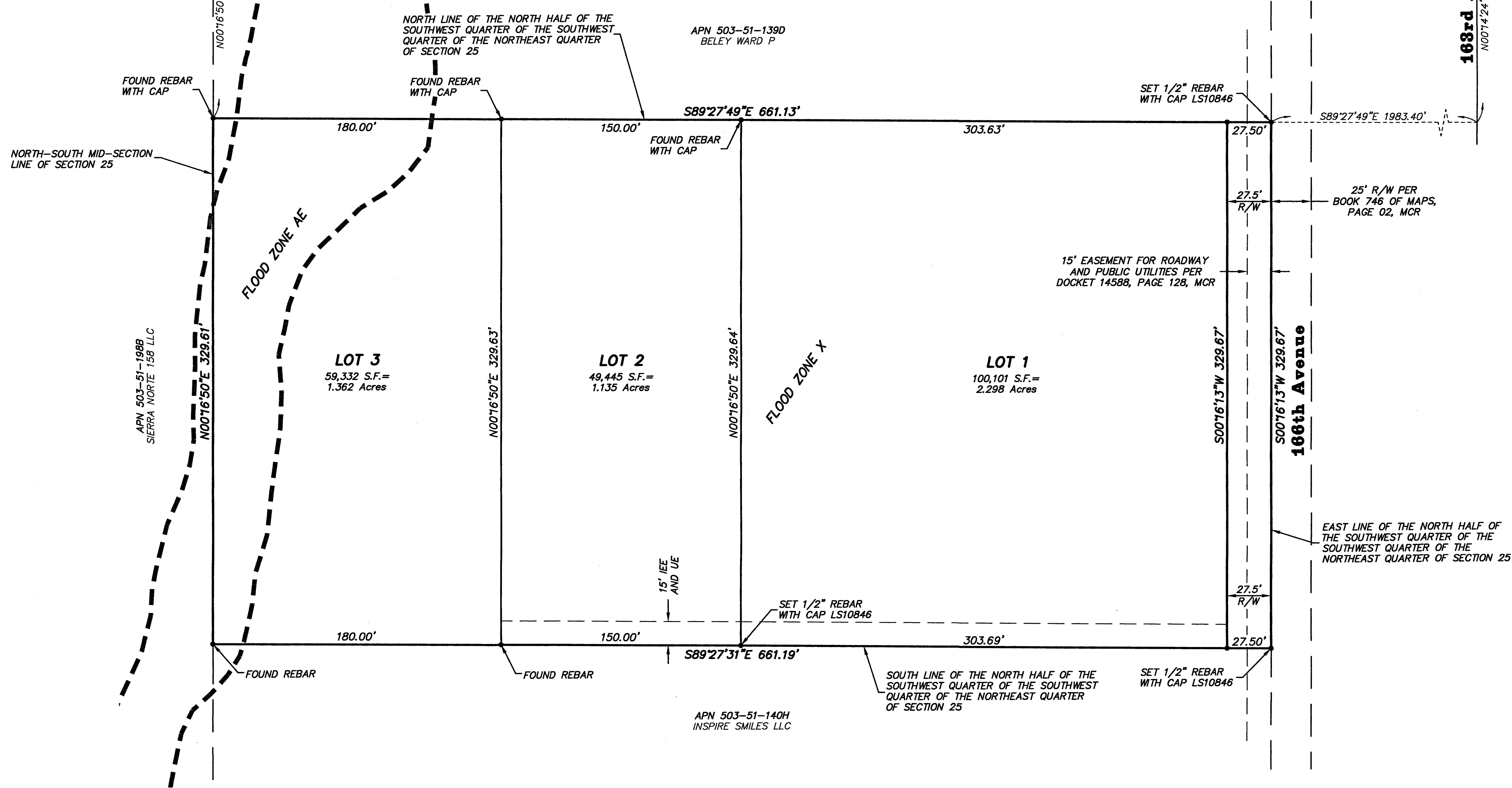
N. 1/4 COR.
SECTION 25
T. 5N, R. 2W
FOUND GLO BRASS CAP

FINAL PLAT
OF
CAROL ACRES
A PORTION OF THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

NE CORNER
SECTION 25
T. 5N, R. 2W
FOUND BRASS CAP
IN HANDHOLE

Dixileta Drive

163rd Avenue
N001°24'E 1979.05'



LEGEND

- | | |
|-----------|-----------------------------|
| APN | ASSESSOR'S PARCEL NUMBER |
| IEE | INGRESS AND EGRESS EASEMENT |
| MCR | MARICOPA COUNTY RECORDER |
| R/W | RIGHT OF WAY |
| UE | UTILITY EASEMENT |
| ⊙ | SURVEY MONUMENT |
| • | PROPERTY BOUNDARY CORNER |
| ———— | PROPERTY LINE |
| ----- | EASEMENT LINE |
| - - - - - | STREET CENTERLINE |
| ===== | ADJACENT LOT OR R/W |
| ===== | LIMITS OF FLOOD ZONE |



FINAL PLAT
OF
CAROL ACRES

Keogh Engineering, Inc.
650 N. 137TH AVE., #110 • GOODYEAR, ARIZONA 85338
PHONE: (623) 535-7260
EMAIL: keogh@keoghenr.com

SHEET 2 OF 2
NO. LOTS = 3
GROSS AREA: 5.003 AC.

JOB NO. 21255

MAP NO. E-21255

LAYOUT: Sheet 2
USER: WHITE

PLOT DATE/TIME: 02/13/19 09:18am
FILE PATH: L:\21255\Final Plots\VP-1.dwg

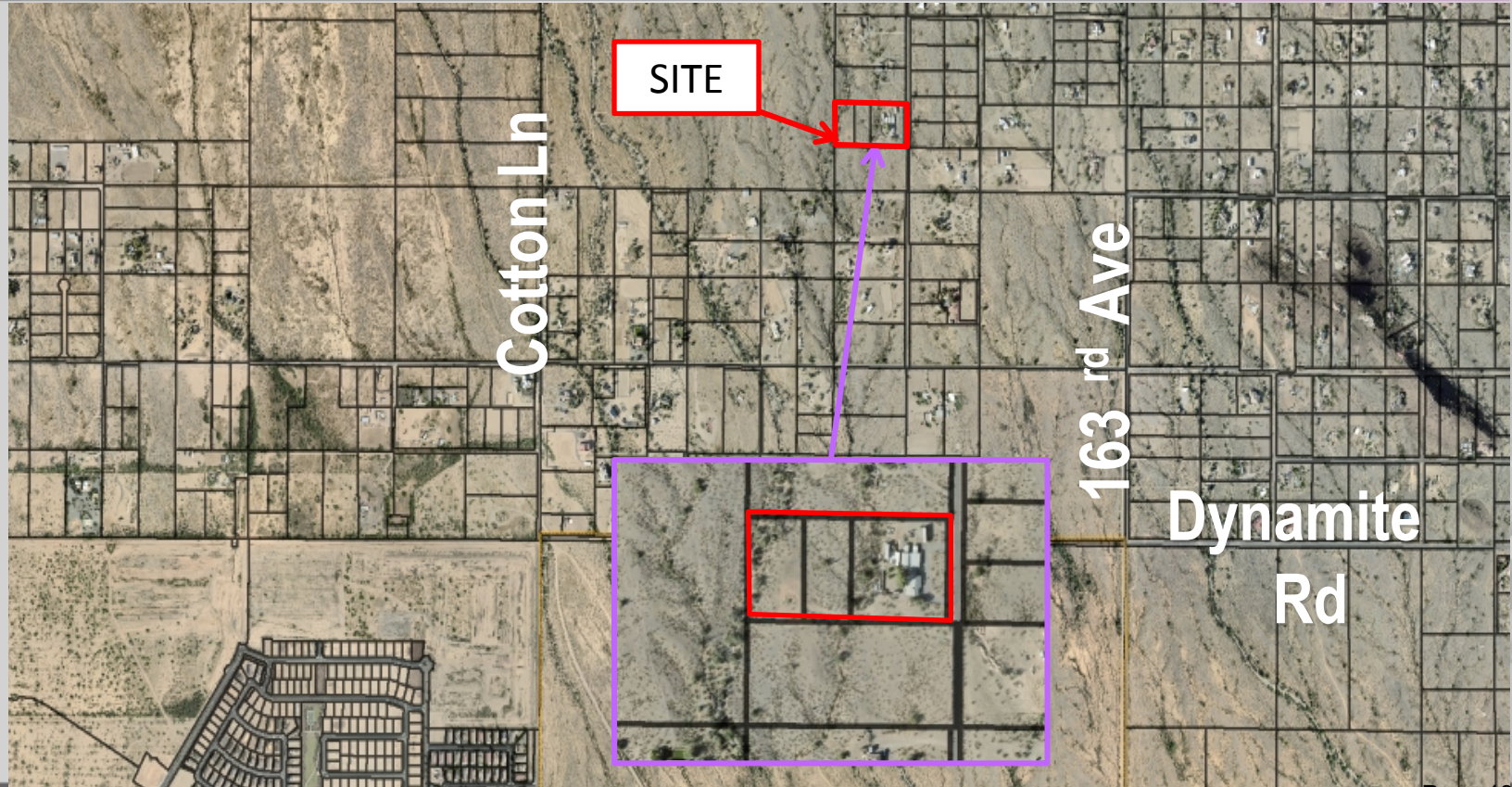


FS18-388

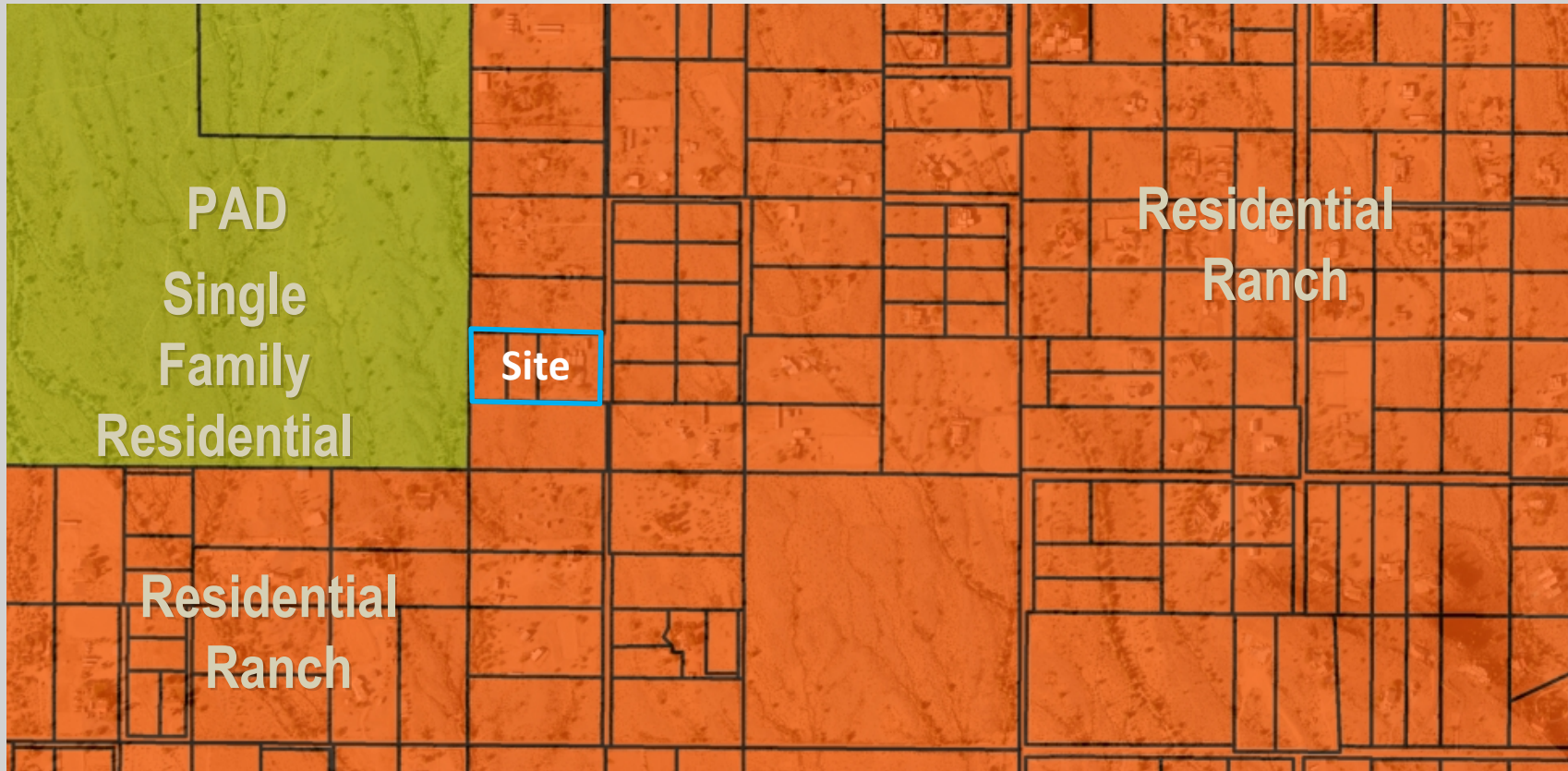
Carol Acres Final Plat

City Council
March 19, 2019

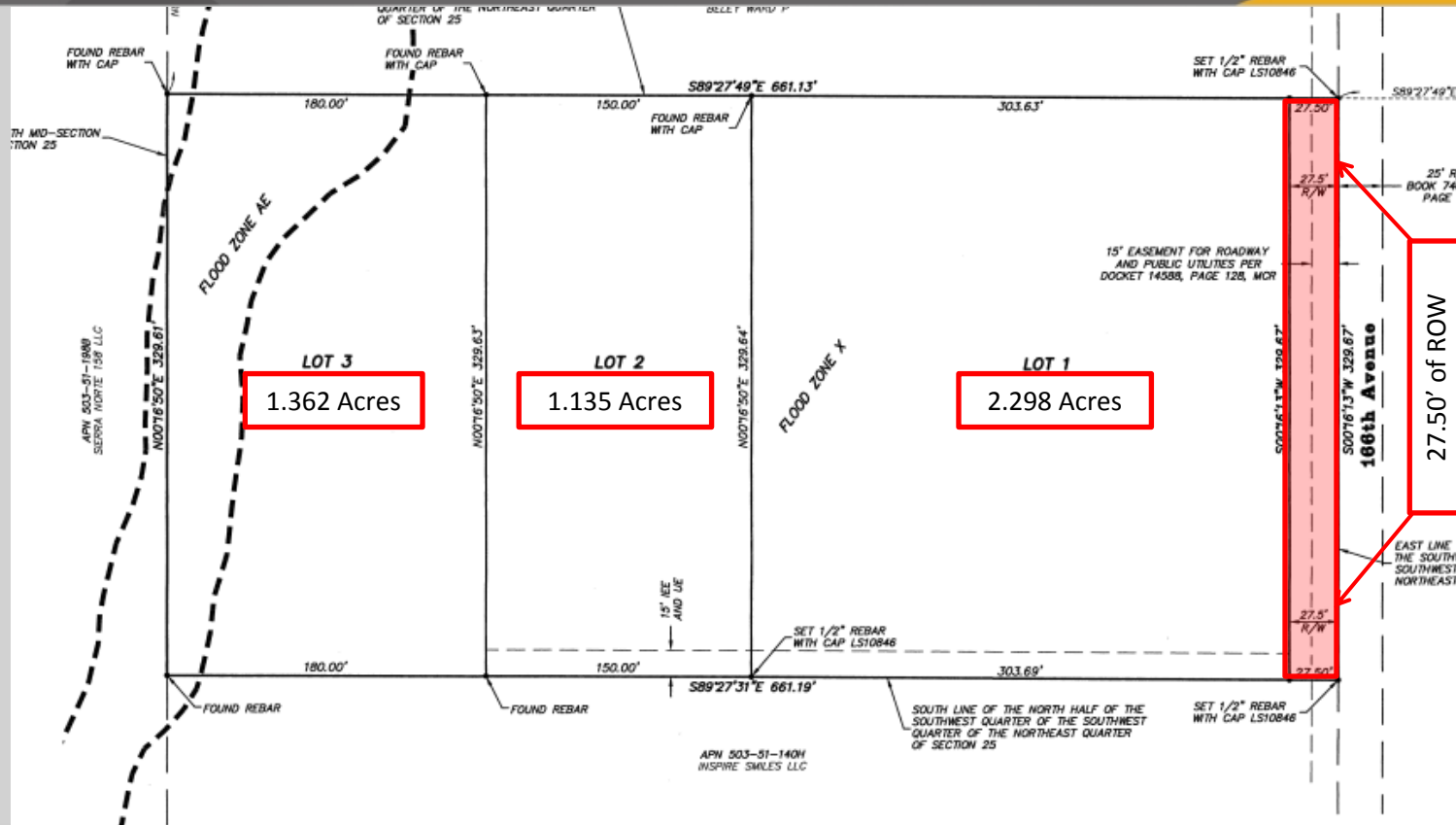
Vicinity MAP



SURROUNDING ZONING



Final Plat





QUESTIONS OR COMMENTS?

Thank You

Date: March 6, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: FS18-388 Final Plat for Carol Acres Right of Way Valuation

The Value of the Right of Way associated with FS18-388 Final Plat for Carol Acres is \$45,325.00.

The area being dedicated as right-of-way is 9065 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 19, 2019

Contact Person: Eric Fitzer, DIRECTOR - COMM
DEV

Submitting Department: Community Development District: District 1

Staff Recommendations: None

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

Consideration and action pertaining to acceptance of a warranty deed for Right of Way and Utilities along 171st Ave from Mr. and Ms. Lim.

Motion:

I move to approve the acceptance of the warranty deed for Right of Way and Drainage as delivered.

Background:

The landowners along 171st avenue are dedicating a portion of their land for right of way and a drainage easement that is needed for the Tierra Rico development located at 171st avenue and Dale Lane. By accepting the rights of way, the residents who will be living in this community will have a paved access to their community.

Objective Analysis:

The City lacks sufficient ROW on 171st avenue leading to the Tierra Rico development. Approval of this item allows the City to have the needed right of way for access into Tierra Rico and allows Tierra Rico to fully pave the way into the development.

Policy Compliant:

Approval of this item is policy compliant.

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 currently no budgetary impact related to approval of this item. The City will need to plan for future O&M for the maintenance of the road that the developer puts in.

FTE Impact:

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

ATTACHMENTS:

1. Lim Warranty
 2. RW value for Lim property
-

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

IV Veng Lim and Luy Kim Lim, ("Grantor")

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

GRANTOR

GRANTEE: City of Surprise, an Arizona
Municipal Corporation

By: IV Veng Lim Luy Kim Lim

IV Veng Lim and Luy Kim Lim

By: _____
Sharon Wolcott
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

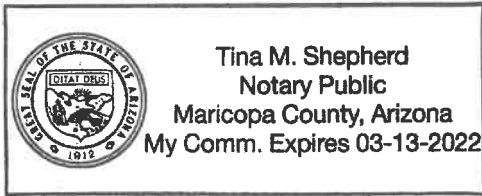
The foregoing instrument was acknowledged before me this 8th day of August, 2018 by Tu Leng Lim & Luy Kim Lim

My commission expires:

3/13/2022

Notary Public:

Tina M. Shepherd



STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, known by me as the Mayor of the City of Surprise, an Arizona Municipal Corporation.

My commission expires:

Notary Public:

LIM PROPERTY LEGAL DESCRIPTION

All portions as described below are located within the Southeast quarter of Section 26, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona.

RIGHT OF WAY:

The west 25.00 feet of the east 55.00 feet of the property as described in the Quit Claim Deed to Trust, as recorded in Document No. 2005-1731341, Maricopa County Records, Arizona.

Said portion of land containing 8,288 sq.ft., or 0.1903 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

PUBLIC UTILITY EASEMENT:

The west 8.00 feet of the east 63.00 feet of the property as described in the Quit Claim Deed to Trust, as recorded in Document No. 2005-1731341, Maricopa County Records, Arizona.

Said portion of land containing 2,652 sq.ft., or 0.0609 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

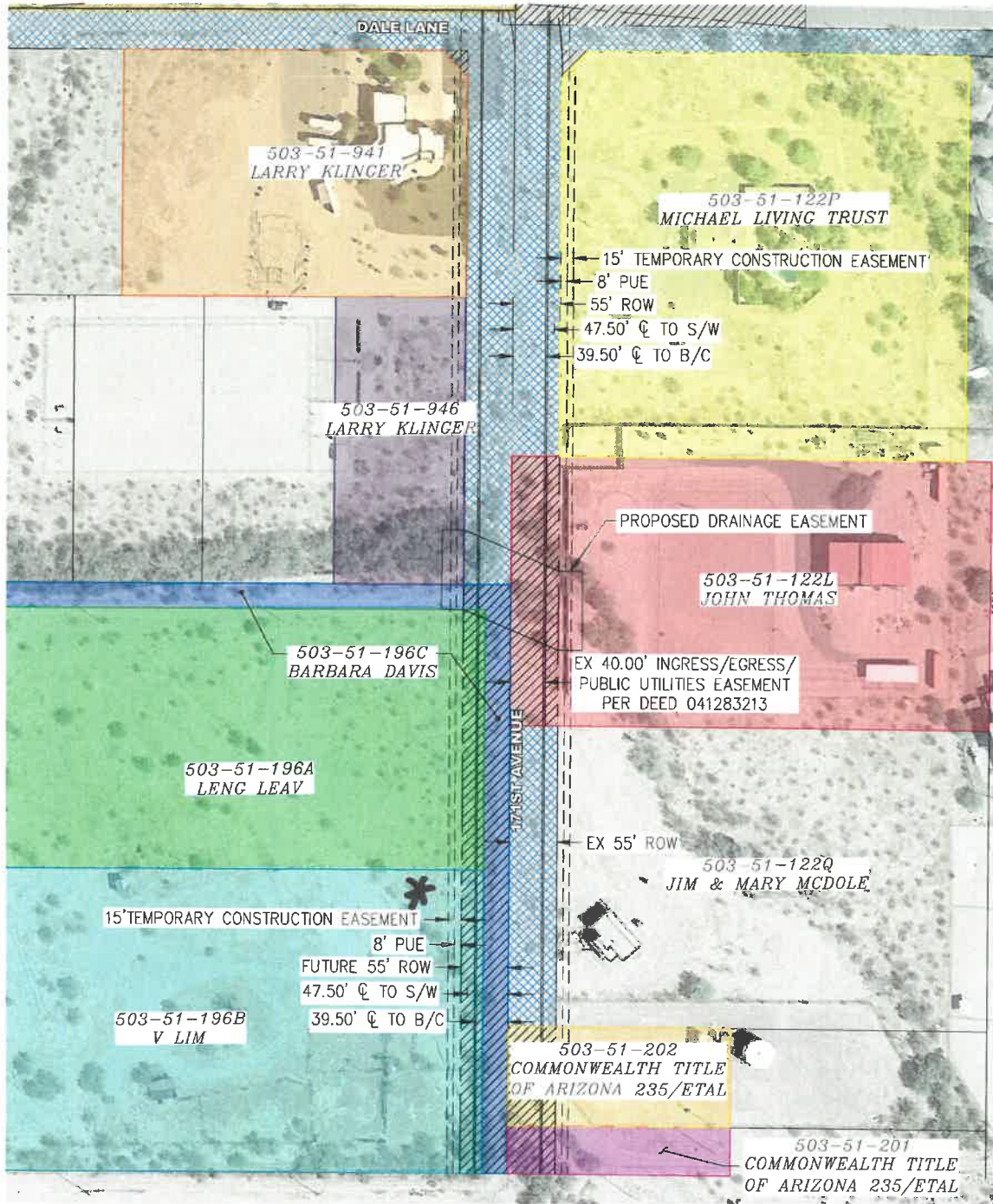
The descriptions shown hereon are not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1308
Date: May 2018



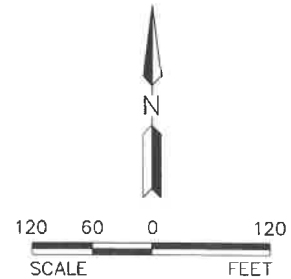
Exhibit B

© 2018, HILGARTWILSON, LLC



LEGEND

ROAD CENTERLINE/SECTION LINE	———
CURB & GUTTER	———
RIGHT-OF-WAY (ROW)	———
PUBLIC UTILITY EASEMENT	———
EXISTING ROW	
ROW TO BE ACQUIRED	



PROJ. NO.: 1308
DATE: APR 2018
SCALE: 1" = 120'
DRAWN BY: SL
CHECKED BY: ZH

TIERRA RICO
SURPRISE, ARIZONA
RIGHT-OF-WAY MAP

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

U:\1300\1308 ENR\EXHIBITS\1308 - ROW Exhibit.dwg 4/12/2018 10:09 AM

Date: March 5, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Lim Property Right of Way Valuation

The Value of the Right of Way associated with the Lim Property is \$41,440.00.

The area being dedicated as right-of-way is 8,288 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 19, 2019

Contact Person: Eric Fitzer, DIRECTOR - COMM
DEV

Submitting Department: Community Development District: District 1

Staff Recommendations:

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

Consideration and action pertaining to acceptance a Warranty Deed for Right of Way and Utilities along 171st Ave from Mr. Leav.

Motion:

I move to approve the acceptance of the warranty deed for Right of Way and Utilities as delivered.

Background:

The landowners along 171st avenue are dedicating a portion of their land for right of way and a drainage easement that is needed for the Tierra Rico development located at 171st avenue and Dale Lane. By accepting the rights of way, the residents who will be living in this community will have a paved access to their community.

Objective Analysis:

The City lacks sufficient ROW on 171st avenue leading to the Tierra Rico development. Approval of this item allows the City to have the needed right of way for access into Tierra Rico and allows Tierra Rico to fully pave the way into the development.

Policy Compliant:

Approval of this item is policy compliant.

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 currently no budgetary impact related to approval of this item. The City will need to plan for future O&M for the maintenance of the road that the developer puts in.

FTE Impact:

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

ATTACHMENTS:

1. Leav Warranty
 2. Valuation Memo
-

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

Leng Leav and Kheng Leav, ("Grantor")

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

GRANTOR

GRANTEE: City of Surprise, an Arizona
Municipal Corporation

By:   By: 
Kheng Leav Leav Leav Sharon Wolcott
Its: Mayor

ATTEST:

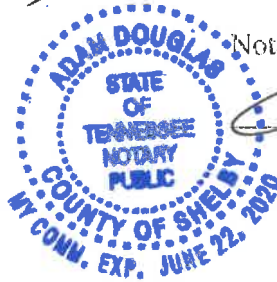
Sherry Aguilar, City Clerk

Tennessee
STATE OF ~~ARIZONA~~)
Shelby) SS.
County of ~~Maricopa~~)

The foregoing instrument was acknowledged before me this 16th day of
August, 2018 by Kheng Leav & Leng Leav

My commission expires:

June 22, 2020



Notary Public:

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of
9, 2018 by _____, known by me as the Mayor of the City of
Surprise, an Arizona Municipal Corporation.

My commission expires:

Notary Public:

**LEAV PROPERTY
LEGAL DESCRIPTION**

All portions as described below are located within the Southeast quarter of Section 26, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona.

RIGHT OF WAY:

The west 25.00 feet of the east 55.00 feet of the property as described in the Warranty Deed, as recorded in Document No. 2000-0342808, Maricopa County Records, Arizona.

Said portion of land containing 7,500 sq.ft., or 0.1722 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

PUBLIC UTILITY EASEMENT:

The west 8.00 feet of the east 63.00 feet of the property as described in the Warranty Deed, as recorded in Document No. 2000-0342808, Maricopa County Records, Arizona.

Said portion of land containing 2,400 sq.ft., or 0.0551 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

The descriptions shown hereon are not to be used to violate any subdivision regulations of the state, county and/or municipality or any land division restrictions.

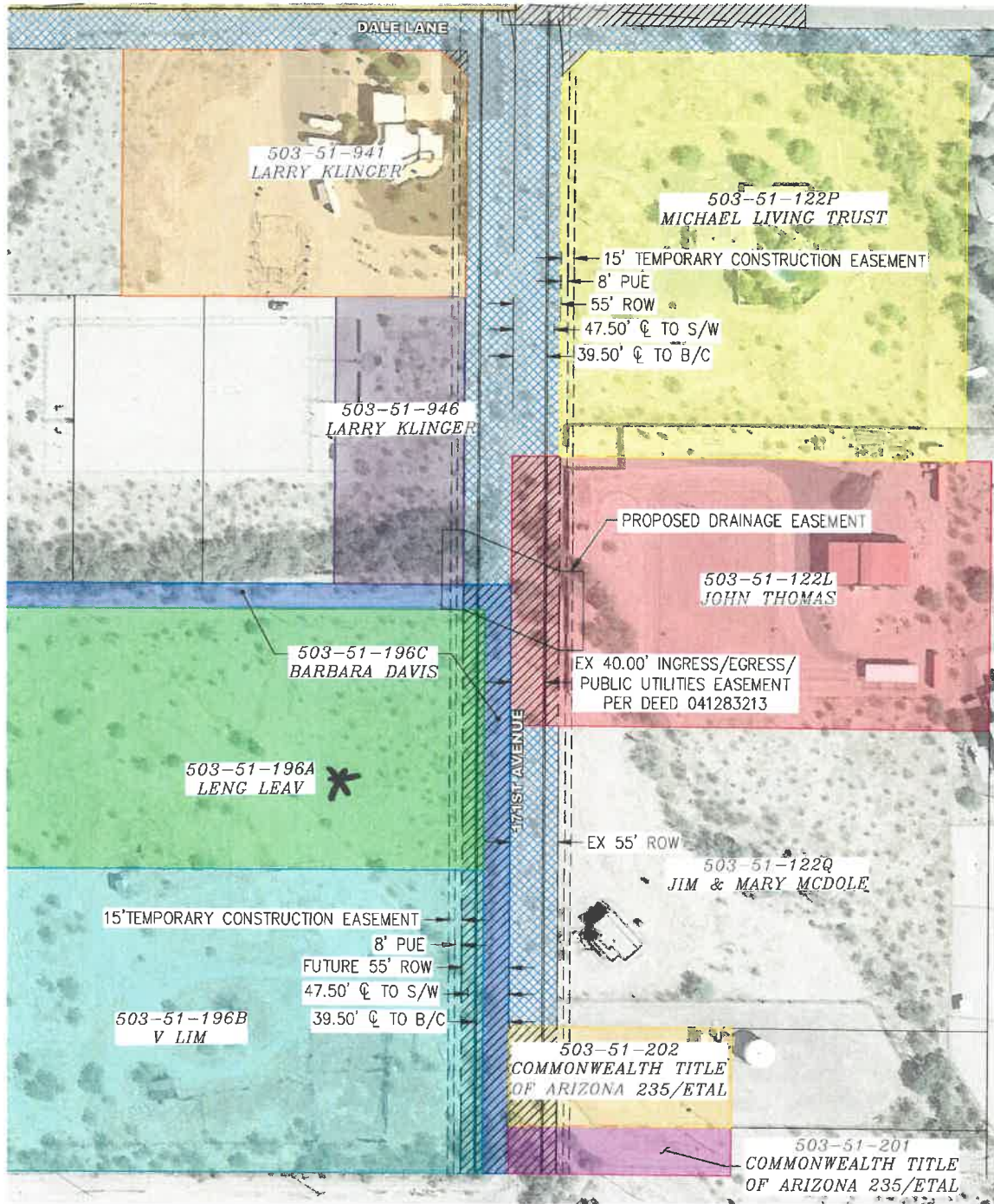
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1308
Date: May 2018

U:\1300\1308\SURVEY\DOCS\LEGAL\1308 LEAV LEGAL.DOCX



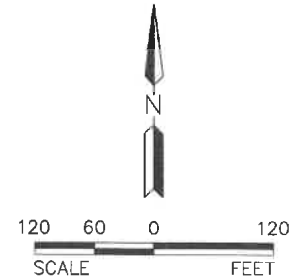
Exhibit B

© 2018, HILGARTWILSON, LLC



LEGEND

ROAD CENTERLINE/SECTION LINE	———
CURB & GUTTER	———
RIGHT-OF-WAY (ROW)	———
PUBLIC UTILITY EASEMENT	———
EXISTING ROW	
ROW TO BE ACQUIRED	



PROJ. NO.: 1308
DATE: APR 2018
SCALE: 1" = 120'
DRAWN BY: SL
CHECKED BY: ZH

TIERRA RICO
SURPRISE, ARIZONA
RIGHT-OF-WAY MAP

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

U:\1300\1308 ENGR EXHIBITS\1308 - ROW Exhibit.dwg 4/12/2018 10:09 AM

Date: March 5, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Leav Property Right of Way Valuation

The Value of the Right of Way associated with the Leav Property is \$37,500.00.

The area being dedicated as right-of-way is 7,500 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 19, 2019

Contact Person: Eric Fitzer, DIRECTOR - COMM
DEV

Submitting Department: Community Development District: District 1

Staff Recommendations: None

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

Consideration and action pertaining to acceptance of a Warranty Deed, Utilities and a Drainage Easement from Ms. Davis.

Motion:

I move to approve the warranty deed, utilities and drainage easement as delivered.

Background:

The landowners along 171st avenue are dedicating a portion of their land for right of way and a drainage easement that is needed for the Tierra Rico development located at 171st avenue and Dale Lane. By accepting the rights of way, the residents who will be living in this community will have a paved access to their community.

Objective Analysis:

The City lacks sufficient ROW on 171st avenue leading to the Tierra Rico development. Approval of this item allows the City to have the needed right of way for access into Tierra Rico and allows Tierra Rico to fully pave the way into the development.

Policy Compliant:

Approval of this item is policy compliant.

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 currently no budgetary impact related to approval of this item. The City will need to plan for future O&M for the maintenance of the road that the developer puts in.

FTE Impact:

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

ATTACHMENTS:

1. Davis Drainage
 2. Davis Warranty
 3. Valuation Memo
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, AZ 85347

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this 7th day of December, 2018, by and between BARBARA DAVIS, ("Grantors") and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantors are the fee title owners of a parcel of land as described in Deed # , records of Maricopa County, Arizona located in Section 26, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantors and Grantors desire to grant to Grantee a perpetual, exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantors' property. The Easement Area is legally described in Exhibit "A".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantors hereby grant and convey to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area for drainage purposes. Grantors shall not erect or construct or permit to be erected or constructed any structure within the Easement Area, provided, however, Grantors shall have the right to construct and erect fences and walls, to install landscaping and to establish other uses which are not inconsistent with and do not unreasonably interfere with Grantee's use of the easement granted hereunder.
- 2. Restoration of Property. Grantee, its successors or assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Area pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and

restore any damage to the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area by Grantors pursuant to its rights reserved under paragraph 1 above) resulting from such entry, work or use; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantors harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither grantee nor any person or entity shall be obligated to indemnify or hold Grantors harmless from any claims, judgments, loss, cost or expense arising out of Grantors' grossly negligent act or willful misconduct.

3. Runs With the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of Grantors, Grantee and their respective heirs, administrator, personal representatives, successors and assigns.
4. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.
5. Miscellaneous. Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantors or the Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTORS:


Property Owner

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____

Name:

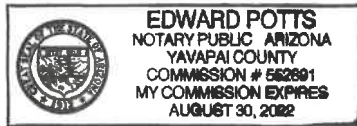
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 7th day of December,
2018, by Barbara L. Davis and _____ known by me as owners of the
subject property.



Edward Potts

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, known by me as the Mayor of the City of Surprise, an Arizona
municipal corporation.

**DAVIS
DRAINAGE EASEMENT
LEGAL DESCRIPTION**

The north 13.00 feet of the west 26.00 feet of the east 81.00 feet of the South half of the Southeast quarter of the Southeast quarter of Section 26, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona.

Said portion of land containing 338 sq.ft., or 0.0078 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

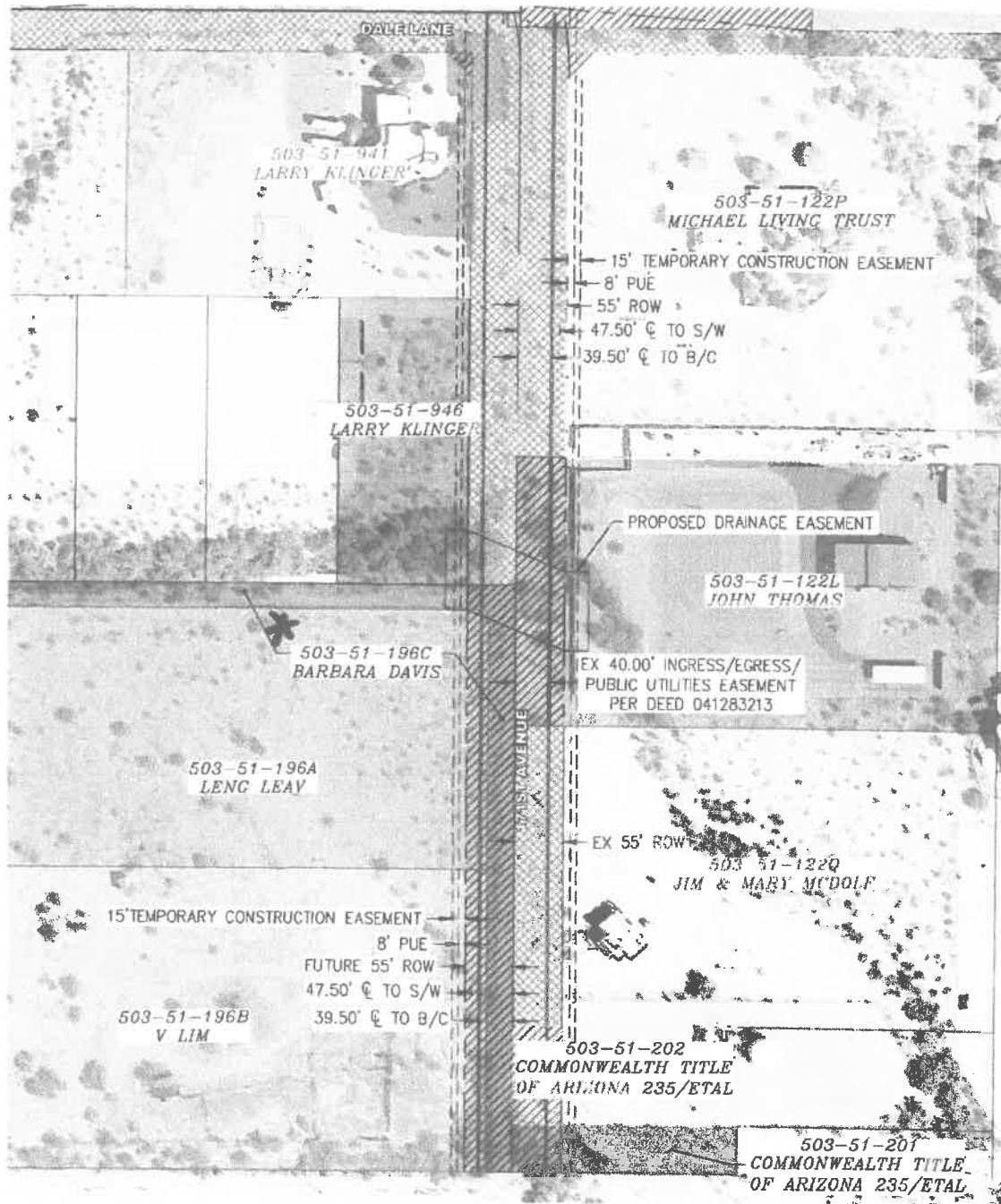
The descriptions shown hereon are not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1308
Date: June 2018



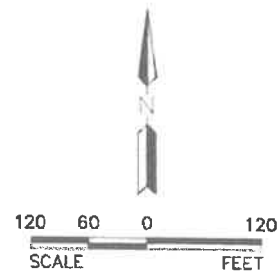
Exhibit B

02016, HILGARTWILSON, LLC



LEGEND

ROAD CENTERLINE/SECTION LINE	———
CURB & GUTTER	———
RIGHT-OF-WAY (ROW)	———
PUBLIC UTILITY EASEMENT	———
EXISTING ROW	
ROW TO BE ACQUIRED	



U:\1308\1308 ENR\EXHIBIT 1308 - ROW Landholding 4 12 2016 10:09 AM

PROJ. NO.: 1308
DATE: APR 2018
SCALE: 1" = 120'
DRAWN BY: SL
CHECKED BY: ZH

TIERRA RICO
SURPRISE, ARIZONA
RIGHT-OF-WAY MAP

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2438

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

Barbara Davis, ("Grantor")

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

GRANTOR

GRANTEE: City of Surprise, an Arizona
municipal corporation

By:



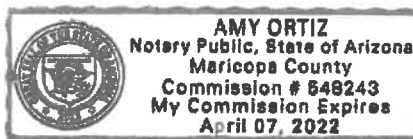
By: _____

Sharon Wolcott
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)



The foregoing instrument was acknowledged before me this 1 day of
October, 2018 by Amy Ortiz

My commission expires:

April 7, 2022

Notary Public:

Amy Ortiz

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2018, by _____, known by me as the Mayor of the City of
Surprise, an Arizona municipal corporation.

My commission expires:

Notary Public:

**DAVIS PROPERTY
LEGAL DESCRIPTION**

All portions as described below are located within the Southeast quarter of Section 26, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona.

RIGHT OF WAY:

The east 55.00 feet of the South half of the Southeast quarter of said Southeast quarter.

EXCEPT and portion thereof lying within the property as described in the Warranty Deed, as recorded in Document No. 2000-0342808, and the Quit Claim Deed to Trust, as recorded in Document No. 2005-1731341, Maricopa County Records, Arizona.

Said portion of land containing 20,595 sq.ft., or 0.4728 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

PUBLIC UTILITY EASEMENT:

The west 8.00 feet of the east 63.00 feet of the South half of the Southeast quarter of said Southeast quarter.

EXCEPT and portion thereof lying within the property as described in the Warranty Deed, as recorded in Document No. 2000-0342808, and the Quit Claim Deed to Trust, as recorded in Document No. 2005-1731341, Maricopa County Records, Arizona.

Said portion of land containing 240 sq.ft., or 0.0055 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

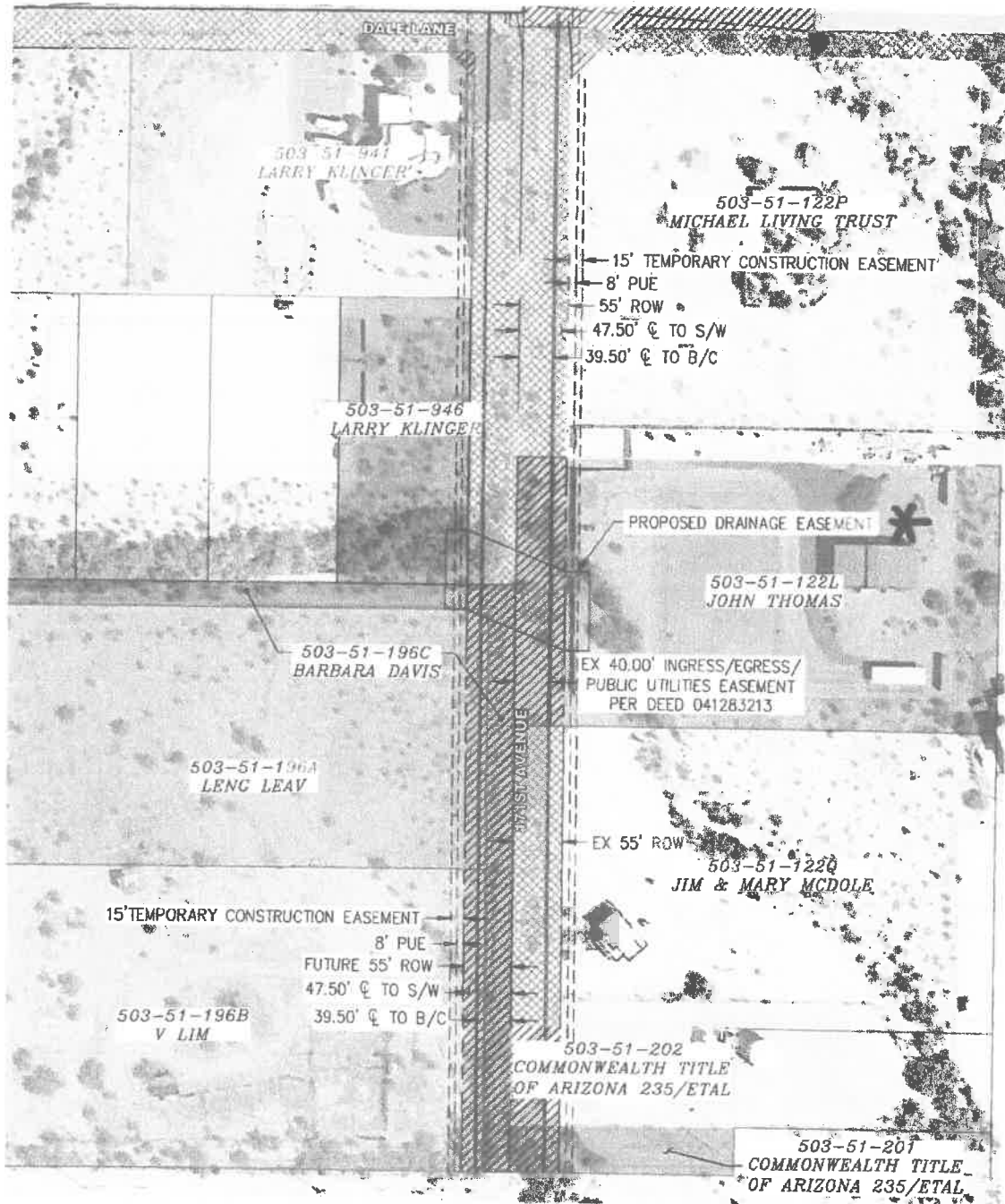
The descriptions shown hereon are not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARIWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1308
Date: June 2018



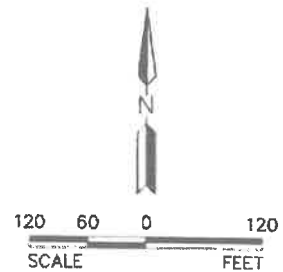
Exhibit B

© 2018, HILGARTWILSON, LLC



LEGEND

ROAD CENTERLINE/SECTION LINE	———
CURB & CUTTER	———
RIGHT-OF-WAY (ROW)	———
PUBLIC UTILITY EASEMENT	———
EXISTING ROW	▨
ROW TO BE ACQUIRED	▨



LA 1500-1308 E.A.P. EXHIBIT B 1308 - ROW - Exhibit B 4 12/2018 10:09 AM

PROJ. NO.:	1308
DATE:	APR 2018
SCALE:	1" = 120'
DRAWN BY:	SL
CHECKED BY:	ZH

TIERRA RICO
SURPRISE, ARIZONA
RIGHT-OF-WAY MAP

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

Date: March 5, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Davis Property Right of Way Valuation

The Value of the Right of Way associated with the Davis Property is \$102,975.00.

The area being dedicated as right-of-way is 20,595 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 19, 2019

Contact Person: Eric Fitzer, DIRECTOR - COMM
DEV

Submitting Department: Community Development District: District 3

Staff Recommendations: None

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

Consideration and action pertaining to approval of a sewer line easement at Heritage Farms along 175th Avenue between Waddell and Sweetwater.

Motion:

I move to approve the Sewer Line Easement at Heritage Farms along 175th avenue between Waddell and Sweetwater.

Background:

The 20 foot sewer line will serve the Heritage Farms development. It is needed in order for the project to move forward. The sewer line is along 175th avenue between Waddell and Sweetwater.

Objective Analysis:

The City does not have a large enough easement for sewer line along 175th avenue for Heritage Farms. Approval of this item will allow the appropriate easement for the sewer line associated with this development.

Policy Compliant:

Approval of this item is policy compliant.

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 currently no budgetary impact related to approval of this item. The City will plan for future O&M when the sewer line is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. Sewer Easement

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

SEWER EASEMENT

This Sewer Easement (the "Easement") is executed this 25th day of February, 2019 by and between James S. Truman, Lois T. Emshoff and Michael A. Truman, as Trustees of John C. & Helen G. Truman Trust dated November 3, 1978 ("Grantors"), and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantors are the fee title owners of a parcel of land as described as APN 502-04-004A and APN 502-04-004D, records of Maricopa County, Arizona located in the NE Quarter of Section 14, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantors and Grantors desire to grant to Grantee a perpetual, exclusive sewer easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantors' property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

1. Easements. Grantors hereby grant and convey to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area for sewer purposes. Grantors shall not erect or construct or permit to be erected or constructed any structure within the Easement Area, provided, however, Grantors shall have the right to construct and erect fences and walls, to install landscaping and to establish other uses which are not inconsistent with and do not unreasonably interfere with Grantee's use of the easement granted hereunder.

2. Restoration of Property. Grantee, its successors or assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Area pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area by Grantors pursuant to its rights reserved under paragraph 1 above) resulting from such entry, work or use; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantors harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither grantee nor any person or entity shall be obligated to indemnify or hold Grantors harmless from any claims, judgments, loss, cost or expense arising out of Grantors' grossly negligent act or willful misconduct.
3. Runs With the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of Grantors, Grantee and their respective heirs, administrator, personal representatives, successors and assigns.
4. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.
5. Miscellaneous. Headings in this Sewer Easement are for convenience only and shall not define or limit the provisions hereof. This Sewer Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantors or the Grantee. This Sewer Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Sewer Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Sewer Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTOR:

John C & Helen G. Truman Trust, UAD 11/3/1978

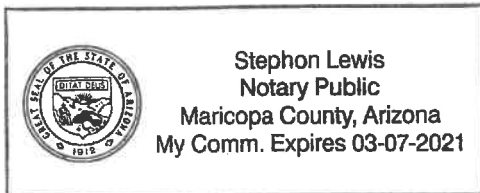
By: 
James S. Truman, Trustee

By: _____
Michael A. Truman, Trustee

By: 
Lois T. Emshoff, Trustee

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 25 day of February, 2019, by James S. Truman, _____ and Lois T. Emshoff known by me as owners of the subject property.



Stephon Lewis - Notary public

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTOR:

John C & Helen G. Truman Trust, UAD 11/3/1978

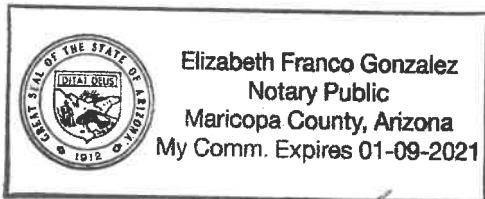
By: N/A
James S. Truman, Trustee

By: Michael A. Truman
Michael A. Truman, Trustee

By: N/A
Lois T. Emshoff, Trustee

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 25 day of February, 2019, by Michael A. Truman N/A and N/A known by me as owners of the subject property.



Elizabeth Franco Gonzalez

City of Surprise, an Arizona municipal corporation

By: _____

Name:

Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by _____, known by me as the Mayor of the City of Surprise, an
Arizona municipal corporation.



EXHIBIT A
Legal Description
Sewer Easement
at Heritage Farm

Job No. 19-0072

February 4, 2019

A portion of the Northeast Quarter of Section 14, Township 3 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at an aluminum cap flush at the center quarter corner of said Section 14, from which a brass cap flush at the north quarter corner of said Section 14, bears North 0 degrees 12 minutes 47 seconds East (an assumed bearing) at a distance of 2,640.85 feet;

thence North 0 degrees 12 minutes 47 seconds East, along the west line of said Northeast Quarter, 17.66 feet;

thence South 89 degrees 47 minutes 13 seconds East, 10.00 feet to a point on the east line of the west 10.00 feet of said Northeast Quarter, said point being the POINT OF BEGINNING;

thence North 0 degrees 12 minutes 47 seconds East, along said east line, 28.21 feet;

thence North 45 degrees 21 minutes 32 seconds East, 7.42 feet;

thence North 2 degrees 08 minutes 52 seconds East, 140.99 feet;

thence North 2 degrees 29 minutes 19 seconds West, 212.53 feet to a point on the east line of the west 10.00 feet of said Northeast Quarter;

thence North 0 degrees 12 minutes 47 seconds East, along said east line, 461.18 feet to a point on the south line of Heritage Farm, Book 1424, Page 15, Maricopa County Records;

thence North 89 degrees 50 minutes 36 seconds East, along said south line, 20.00 feet to a point on the east line of the west 30.00 feet of said Northeast Quarter;

thence South 0 degrees 12 minutes 47 seconds West, along said east line, 460.84 feet;

thence South 2 degrees 29 minutes 19 seconds East, 212.87 feet;

thence South 2 degrees 08 minutes 52 seconds West, 149.72 feet;



thence South 45 degrees 21 minutes 32 seconds West, 35.24 feet to the POINT OF BEGINNING.

The above described parcel contains a computed area of 16,808 sq. ft. (0.3859 acres) more or less and being subject to any easements, restrictions, right-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

This legal description was prepared from survey information provided by others and was not verified in the field.



CENTER QUARTER CORNER
SECTION 14, T3N, R2W
FOUND ALUMINUM CAP FLUSH

L1 L2 L3 L4
W. SWEETWATER AVENUE
N89°48'55"E 2643.96'

N0°12'47"E 2640.85' N. 175TH AVENUE

847.76'

L5

L4

L12

L11

L10

L6

20' SEWER
EASEMENT

EAST QUARTER CORNER
SECTION 14, T3N, R2W
FOUND BRASS CAP FLUSH

N. COTTON LANE

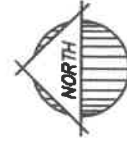
N0°12'02"E 2639.55'

MATCH LINE SEE SHEET 2 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°12'47"E	17.66'
L2	S89°47'13"E	10.00'
L3	N00°12'47"E	28.21'

LINE TABLE		
LINE	BEARING	LENGTH
L4	N45°21'32"E	7.42'
L5	N02°08'52"E	140.99'
L6	N02°29'19"W	212.53'

LINE TABLE		
LINE	BEARING	LENGTH
L10	S02°29'19"E	212.87'
L11	S02°08'52"W	149.72'
L12	S45°21'32"W	35.24'



N.T.S.

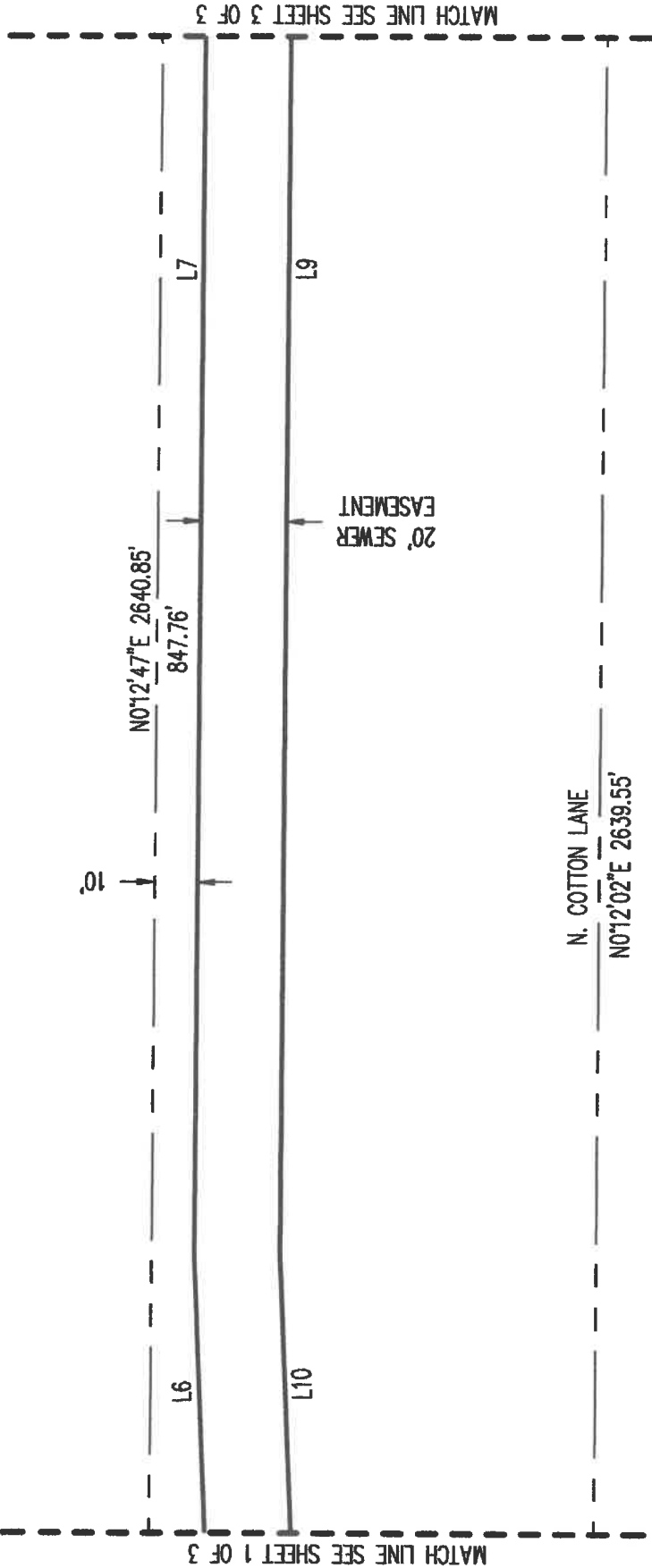
SHEET 1 OF 3

19-0072

EXHIBIT B

Sewer Easement
at Heritage Farm





LINE TABLE		
LINE	BEARING	LENGTH
L6	N02°29'19"W	212.53'
L7	N00°12'47"E	461.18'

LINE TABLE		
LINE	BEARING	LENGTH
L9	S00°12'47"W	460.84'
L10	S02°29'19"E	212.87'

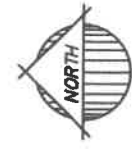


SHEET 2 OF 3

19-0072

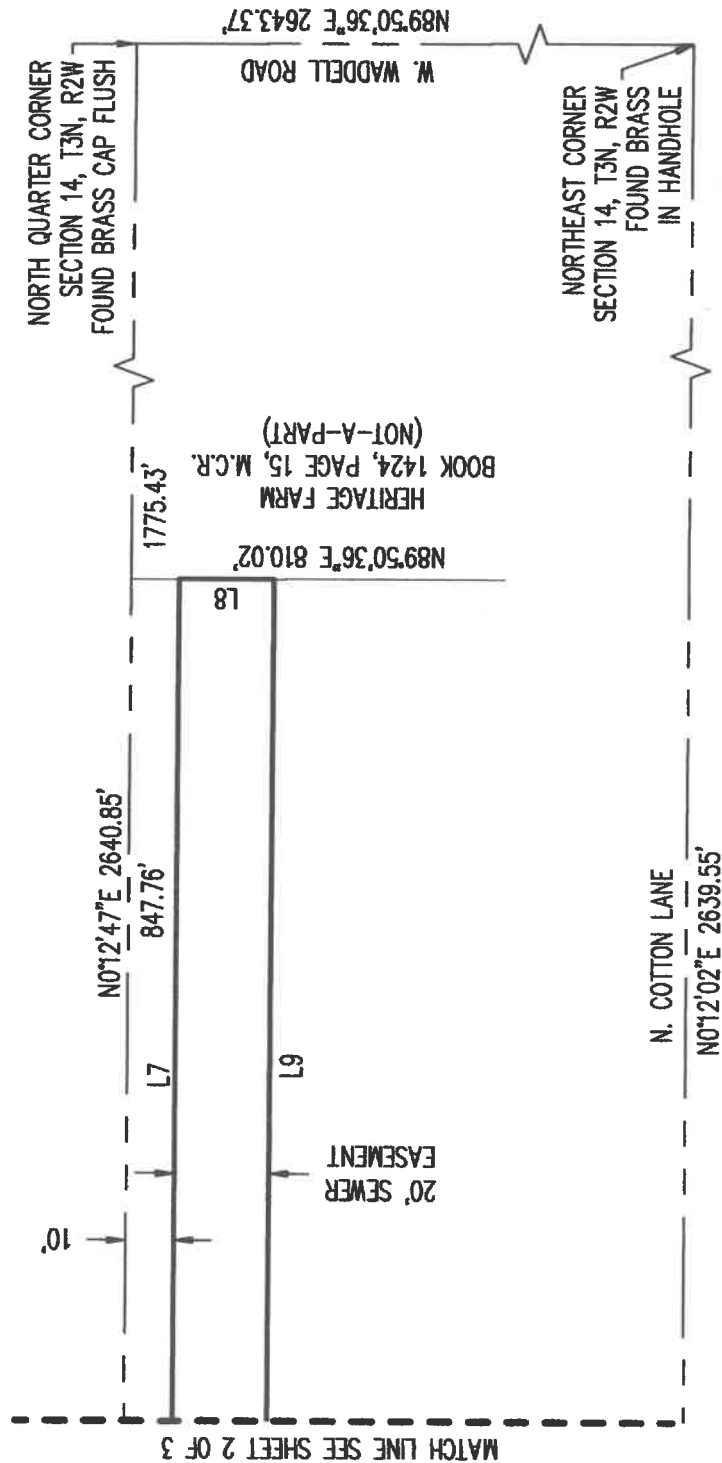
EXHIBIT B

Sewer Easement
at Heritage Farm



N.T.S.





LINE TABLE		
LINE	BEARING	LENGTH
L7	N00°12'47"E	461.18'
L8	N89°50'36"E	20.00'
L9	S00°12'47"W	460.84'



N.T.S.



EXHIBIT B

Sewer Easement
at Heritage Farm

SHEET 3 OF 3

19-0072



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 19, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action on the meeting minutes of March 5, 2019 Regular City Council Work Session and Regular City Council Meeting Executive Session.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 3519 REG
 2. 0305 WKS
-

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

Tuesday, March 5, 2019 @ 6:00PM

Call To Order

Roll Call

Mayor Hall called the Regular City Council Meeting to order at 06:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on Tuesday, March 5, 2019. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Member Hayden, Council Member Judd, Council Member Duffy, Council Member Sanders and Council Member Remley.

Staff Present:

City Manager, Michael Frazier, City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

City Manager Report

Presentation by Alyson Cline and the Friends of the Surprise Library, focused on literacy and reading skills. The entries for the Bookmark contest were displayed out in the atrium until March 20th. Mayor Hall assisted with announcing the winners of the contest.

Isaiah Wallis - Honorable Mention
1st place for 6th grade - Jordan Benezinski
7th Grade - Honorable Mention - Arlia Robles
7th grade - first grade winner - Coralee Folbe
8th grade - honorable mention - Dylan Mecham
8th grade - 1st place winner - Sarah Monahan

Reports

Presentation by Friends of the Surprise Libraries.

City Clerk Report

Reports

Call To The Public

Linda Cabrera, Garden Coordinator spoke on the Community Garden at Benevilla. Self funding garden, City of Surprise, Benevilla and Rio Salado are our partners. Announced a few changes that will be taking place including additional costs, revisions, etc. Working with a program called Blue Zone. Focusing on people living past 100 years.

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Judd made the motion to approve the consent agenda. Council Member Remley seconded the motion. Seven yes votes, motion carried.

1. Consideration and action pertaining to approval of the Final Plat entitled Final Plat for Rangers Housing at Surprise Center, dated January 7, 2019, generally located on the northeastern corner of Bullard Avenue and Greenway Road - APPROVED

2.Consideration and action pertaining to approval of the Final Plat entitled, Final Plat Toll at Prasada, Phase 1 Unit, dated January 10, 2019, a property generally located west of Cotton Lane between Cactus Road and Peoria Avenue - APPROVED

3. Consideration and action pertaining to approval of the Final Plat entitled, Final Plat "Toll at Prasada, Phase 1 Unit", dated January 10, 2019, a property generally located west of Cotton Lane between Cactus Road and Peoria Avenue - APPROVED

4. Consideration and action regarding a Master License Agreement for ExteNet Systems Inc., under Case FS19-049 - APPROVED

5. Consideration and action pertaining to approval of the Final Plat entitled, Final Plat "Toll at Prasada, Phase 1 Unit", dated January 10, 2019, a property generally located west of Cotton Lane between Cactus Road and Peoria Avenue – APPROVED

6. Consideration and Action pertaining to acceptance of a Right of Way from George Hoefer and Sheila Redding-Hoefer; Resolution #2019-24 - APPROVED

7. Consideration and action pertaining to a grant of an Easement to Southwest Gas Utility for the purpose of providing service to the Ottawa Campus - APPROVED

8. Consideration and action on the minutes for Tuesday, February 19, 2019 for the Regular Work Session, Regular Council Meeting and Executive Session - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

9. A Public hearing pertaining to the results of the Biennial Audit of the City's land use assumptions, infrastructure improvements plan and development fees as required by Section 106-61 of the City of Surprise Municipal Code and Arizona Revised Statute (ARS) 9-463.05 (G)(2) - NO ACTION

Finance Director, Andrea Davis and Finance Staff Nick Sarpy gave a powerpoint presentation on this item. No action to be taken on this item, public hearing only.

Mayor Hall asked if the projection was based on MAG numbers.

Ms. Davis - Used a 3rd party economic estimator based on land use assumption.

No public comments were made.

10. Consideration and action pertaining to approval of a rezone of 200.3 acres of property located in the Sycamore Farms Planned Area Development (PAD) at the southeastern corner of Cotton Lane and Cactus Road from Sycamore Farms PAD-RL-5, PAD-RM9, PAD-CC, and Park to Sycamore Farms PAD-RL-5, PAD-RM9, and PAD-CC; Ordinance #2019-04 - APPROVED

City Planner, Hobart Wingard gave a powerpoint presentation on this item.

Council Member Duffy asked for clarification on the relocation of the park, do we know this for sure?

Community Development Director, Eric Fitzer, we are working on a land donation agreement, the City is looking at a developer for a land donation on another site.

Council Member Remley is also about the park, do we own this land, do we have rights to the land for the park. Why did we have a park in the first place?

City Planner Wingard - the park was built by the developer and was to be taken over by the City and maintained, but that did not happen.

Mayor Hall - we are looking at over 240 units.

No public comments made.

Council Member Duffy made the motion to approve Ordinance 2019-04. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

11. Consideration and action pertaining to a Fiscal Year 2019 budget amendment reallocating appropriations in the amount of \$40,000 in support of continuing the digital Shop Surprise program for a second year in partnership with the Surprise Regional Chamber of Commerce; Resolution #2019-07 - APPROVED

Economic Development Director, Jeanine Jerkovic opened the item and mentioned several events taking place around the City including Nothing Bundt Cakes ribbon cutting that is taking place this week. The presentation was turned over to the Regional Chamber of Commerce Representatives Raoul Sada and Chance Mikos.

A few videos were displayed from local businesses that benefit from the Shop Surprise Program.

Survey results were reviewed, overwhelming consensus that a shop local program is very important to our communities.

As part of the presentation, the budget for the program was reviewed.

Council Member Hayden asked for clarification on Shop Surprise survey results, it indicates everyone is on board already.

Mr. Sada - There were over 400 participants that have already opted in to the program.

Council Member Hayden - I would like to see Shop Surprise with the membership agreement so I can make an honest decision on this. I would prefer to have them together.

Ms. Jerkovic commented that we should have this item for the 2nd work session in April.

Council Member Judd commented that the Chamber is one of my favorite organizations to promote our businesses. I do have some concerns with the costs, what is the primary goal of the program and how will you measure this?

Mr. Sada - Business retention program for consumers to buy local to shop local.

Council Member Judd asked how long has this program been in effect?

Mr. Sada - Since the Bell Road bridge project is where this started.

Mayor Hall commented that there has been a couple of years to perfect this program and it has stayed flat lately.

Council Member Judd commented that there are many companies that do this type of program. I think the program is important and would like to see this continue.

Council Member Sanders, so the goal of this program is to be self sustaining?

Council Member Duffy - Can this survive without the funding? What happens to it if we decide not to support.

Mr. Sada - Already purchased SMS texts and commitment to many businesses. If we don't have the funding, we won't have the horsepower to move forward.

Council Member Duffy, I agree that it should be all together in one agreement.

Council Member Remley - The \$7,000. that you paid for the SMS messages, what were the source of funds for this? Chamber of Commerce.

Council Member Remley, was this part of the \$53,704. funding? So after that, you bought the SMS, why didn't you say something at that time if you needed additional funding.

Ms. Jerkovic, the fault lies with me, the Chamber indicated that the program was coming to an end.

Mayor Hall commented that you have a problem here, we need to figure out and maybe we need to table this item and bring back as one document.

City Attorney Wingo commented that if Council desires to not take action, the item would die.

Council Member Duffy made the motion to approve Resolution 2019-07. Council Member Judd seconded the motion. Six yes votes, one no vote (Remley). Motion carried.

12. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 Budget and Capital and Operating List of Items of 50k by reallocating appropriation of \$250,200 from General Capital contingency and \$124,800 from CRS replacement Project #A54010 to Project #P54140, Tennis Court Lights, A for a total of \$375,000; and amending items #19407 for Tennis Court Lighting and #19035-CRS Asset Replacement; Resolution #2019-23 - APPROVED

CRS Director, Donna Miller gave a powerpoint presentation on this item.

Council Member Judd, where do the tennis courts fall on the list of items that were low on the priority list?

Council Member Remley asked why were these courts not lighted in the first place?

Lack of funding.

Council Member Remley, how much do we lose every year by not having the lights?

Council Member Remley, it seems like we have had a few complaints in the last couple of months, I wonder if the tail is wagging the dog, or is this a coincidence?

Vice Mayor Winters - I think this is a good decision, it will allow more tournaments, raise more tourism funding.

Council Member Sanders asked for clarification on the yearly cost for lighting.

Council Member Duffy asked how many years have you placed this item on for capital improvements? At least 8 years.

Council Member Judd made the motion to approve Resolution 2019-23. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

13. Presentation and discussion on the Community and Recreation Services Fee Policy and proposed updates to the Comprehensive Citywide Fee Schedule - NO ACTION

CRS Director, Donna Miller gave a powerpoint presentation on this item.

Asst. Director, Paul Frie and Analyst, Christina Fredrickson assisted with the presentation.

Vice Mayor Winters - When was the last time you raised the fees?

2006

Vice Mayor Winters - Ramada charges? clarification

Council Member Sanders - I think the proposed rates are fair. I remember discussing the proposed fees while I was on CRS Commission.

Council Member Judd - Clarification on posting requirements. Who is involved with fee recommendations?

Ms. Miller - Will review annually during the budget process. Youth scholarships according to parents income.

Council Member Remley - Where is the fee schedule published right now? online on City website. Will you provide a list of current fees and proposed fees?

Vice Mayor Winters - CRS Commission takes a look at the fees, they don't have the final decision correct?

Mayor Hall - What are we doing with the non resident fees? Is it part of our package?

Council voted to recess the Regular City Council Meeting and enter into executive

session at 8:18 PM.

The meeting reconvened at 8:31 PM.

14. Consideration and action pertaining to approval of the Settlement Agreement for Stipulated Condemnation By and Between Circle City Water Company, L.L.C. and City of Surprise - APPROVED

DCM, Terry Lowe gave a brief description on this item.

Vice Mayor Winters made the motion to approve the settlement agreement for stipulated condemnation by and between Circle City Water Company LLC and the City of Surprise. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Executive Session

Other Business and Future Agenda Items

Vice Mayor Winters - Add an item to next work session - Ride Choice. Second by Council Member Judd.

City Council Reports

Council reported and/or attended the following:

Council Member Hayden - Reading to children

Vice Mayor Winters - Several events; enjoyed reading to the children the most.

Council Member Sanders - CAP Tour with Judd and Remley. Behavior Health tour; Read Across America.

CM Duffy - City Academy, a lot of people in attendance.

Mayor Hall - a student at Canyon Ridge Elementary asked a question, why does everything cost so much?

Mayor Hall - Met with Congresswoman Debbie Lesko, transportation issues at 303, Read Across America; State of the City, March 28th; Community Outreach Meeting at Sun Village for the City Center.

Adjournment

Council Member Sanders made the motion to adjourn the Regular City Council Meeting of March 5, 2019 at 8:38 PM. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

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, March 5, 2019.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, March 5, 2019 @ 4:00PM

Call To Order

Roll Call:

Mayor Hall called the Regular City Council Work Session to order at 04:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on Tuesday, March 5, 2019. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Member Hayden, Council Member Duffy; Council Member Sanders; Council Member Judd and Council Member Remley.

Staff Present:

City Manager, Michael Frazier, City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Call To The Public

Regular City Council Meeting Agenda

REGULAR AGENDA ITEM - NON-PUBLIC HEARING

1. **Presentation and discussion pertaining to Department Budget Overview: Presentations for this session to include Police, Fire, Court, Public Works, and Water Resource Management- NO ACTION**

Finance Director, Andrea Davis and Asst. Finance Director, Holly Osborn gave a powerpoint presentation on this item. Each department summary will have current and proposed budgets for 2020, department requests, capital projects and insight on the base budget.

Police Department - largest department in the City, 95% of funding comes from the General fund. 204 full-time staff; 1.1 officer per 1,000 residents.

Council Member Remley, please discuss the police command van, don't we have one already?

Chief Young gave a general explanation of the request for the command van. Outdated technology, looking to create the space for the detectives, upgraded technology including a communications contingency.

Council Member Duffy asked for clarification on the number of officers per 1,000. Are we where we should be?

Chief Young commented that in comparison with other cities in the valley it is 1.5 or 1.6 officers per 1,000 residents. We need to look at our service areas, we are at the low end of property and violent crimes. Our overall numbers for service delivery are lower than other communities.

Council Member Hayden, how many officers do you think that you need, do you have a number that you think will help us through the next year?

Chief Young, an increase and focus on traffic enforcement efforts. Will have a positive effect on slowing traffic and reducing collisions.

City Court

General fund covers the majority of this department. FT employees 21 and 0.6 part-time employees.

Future needs include: Administrative staffing

Mayor Hall asked for clarification on the two positions being requested. Judge Dominguez clarified two non-judicial administrative positions to assist with newly appointed judge and increase in citations.

Fire-Medical Department:

Department overview - primarily funded from the General fund. FT employees 159, 125 sworn staff; .9 per 1,000 residents.

Future Needs: Fire Station 308; New Ambulance; contract increases; MOU Compliance; Accreditation

Council Comments/Questions:

Council Member Remley asked Chief Abbott how we are coming along with the ambulance program?

Chief Abbott commented that we have 4 currently in service at station 301, progressing well and will add 5th ambulance this year.

Council Member Remley asked what are we doing that cost 1/2 million dollars for housing an ambulance at station 301?

Chief Abbott - Remodel costs at station 301 to accommodate the ambulance crew.

Council Member Duffy commented on the 0.9 per thousand, where should you be?

Chief Abbott commented that our analysis is different from Police, we look at response time throughout the City.

Council Member Judd commented that we have 4 ambulances now, what is our estimate for future ambulance units? Also, how much lead time do you need to hire and train people?

Chief Abbott, depends on the timing, academy dates available, several factors.

Council Member Judd, is there a timeline for station 308?

Chief Abbott - 2023/2025 timeframe.

Vice Mayor Winters asked Chief Abbott how do we compare with other cities on manpower, are we set for firefighters?

Chief Abbott, based on call volume, availability to provide the service, some of our units are tied up simultaneously. Call volume vs., response times, can we meet these timelines, several factors have to be considered. We are lower than most comparable cities at this point.

Vice Mayor Winters asked about the helicopter, is that in Peoria now?

Chief Abbott, now in Wickenburg.

Mayor Hall - Is the biggest area of improvement, north of Surprise as far as response times?

Chief Abbott - Rancho Mercado will impact this area, as well as several other developments proposed. Part of the PAD is land allocation for this neighborhood. Copper Canyon North, south of Grand Avenue, designated land for fire station for the future. Also looking at infill station at Bell and Litchfield, to relieve station 305.

Mayor Hall questioned station 304 responding to calls in Sun City West.

Public Works Department:

38% of the general fund; highway user fund 30%; solid waste operations fund 25%. Currently have 126 full-time employees. Capital programs and future needs were

reviewed.

Council Member Sanders, questioned lottery funds based on population.

Mayor Hall questioned the electricity for all of the traffic signals is 135? Yes correct.

Ms. Davis confirmed this is correct based on the 2010 census. This is an estimate every year.

Water Resource Management:

Department overview including sewer operations, water operations, storm water operations and no general funds involved. 56 full-time employees, 1.4 part time employees.

Vice Mayor Winters according to the presentation, the water department has to pay other cities in the City, is that correct?

Ms. Osborn commented "Yes".

Council Member Remley asked about the first declaration of a water shortage on the CAP, what is the likely impact to the residents of Surprise coming up from a cost standpoint and availability?

Deputy City Manager, Terry Lowe clarified that no increase in costs due to planning for a shortage for future, calculated in our rates. The other bucket is the residents that have EPCORE Water, I could not tell you if they have accounted for potential increases.

Council Member Remley, if they are delivering less water, why would the cost go up?

Mr. Lowe, the cost to move the water is the same, there are unit costs associated with this water.

Council Member Judd, asked about the bio-solids dryer.

Mr. Lowe, goal is to reclaim the water into a usable product. What is left over is called "cake" after all of the liquid has been removed. Reduces weight, reduces cost, etc., It is a homegrown initiative from day one.

Council Member Sanders CAP fees, the numbers that were presented, does CAP notify us to get to the number?

Mr. Lowe, CAP does publish the unit cost per delivery, on an annual basis, will adopt new rates for the next fiscal year.

Vice Mayor Winters, what about the effect on the original townsite, it's El Mirage,

correct?

Mr. Lowe, yes and they are in the same situation we would be in, but they have a much smaller allocation than Surprise.

Executive Session

Adjournment

Council Member Judd made the motion to adjourn the Regular City Council Work Session at 5:09 PM. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

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, March 5, 2019.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 19, 2019
Submitting Department: Water Resource
Management
Staff Recommendations: None

Contact Person: Terry Lowe, DIRECTOR - WRM
District: Citywide

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

Consideration and action pertaining to approval of the AZWARN Mutual Aid Agreement between the City of Surprise and the Arizona Water and Wastewater Agency Response Network (AZWARN) and associated members memorializing the terms and procedures for requesting emergency response for water and wastewater utilities outside a utility service area in times of emergencies; Resolution #2019-29.

Motion:

I move to approve Resolution #2019-29.

Background:

On March 3, 2015, the City Council approved the Arizona Water and Wastewater Agency Response Network Intergovernmental Agreement (IGA), becoming a part of a network of utility providers pledging to aid and assist each other in emergencies. The agreement provides procedures to notify members of a need for assistance and to request resources. The agreement also provides a mechanism for compensation for resources, and creates a steering committee to guide implementation of the agreement.

The AZWARN members have negotiated a new Mutual Aid Agreement (MAA) which becomes effective March 30, 2019, superseding the existing IGA. This new agreement will allow new members, both public and private utilities, to join AZWARN. The agreement also clarifies and updates some language, while substantively remaining largely the same as the previous agreement.

Objective Analysis:

This agreement will allow the City to provide and request Mutual Aid through a formal process that is compliant with NIMS and supports FEMA reimbursement processes.

Policy Compliant:

This Mutual Aid Agreement is compliant with City and Council policies.

Financial Impact:

There is no financial impact.

Budget Impact:

There is no budget impact.

FTE Impact:

There is no impact on staffing levels.

ATTACHMENTS:

1. AZWARN MAA Final 12-18-2018
 2. Res 2019-29 IGA with AZWARN-final_Appendix
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**AZWARN
MUTUAL AID AGREEMENT
(AZWARN MAA)
AMONG MEMBERS OF
THE ARIZONA WATER AND WASTEWATER
AGENCY RESPONSE NETWORK**

(Effective March 30, 2019 - Supersedes all prior versions and AZWARN Agreements)

This Agreement is made and entered into by and among Municipalities, Municipal Corporations, Counties, Districts, Public Agencies and Private Water and Wastewater Utilities that have executed this Agreement to better respond to water and wastewater emergencies.

RECITALS

WHEREAS, the Arizona Water and Wastewater Agency Response Network (“AZWARN”) was created by its member agencies on or about March, 2008; and

WHEREAS, the Members desire to enter into a new agreement to further clarify the relationship among them and to provide a mechanism whereby additional entities, including private water and wastewater utilities, can join the AZWARN, pursuant to A.R.S. §26-301 et seq.; and

WHEREAS, Members of the AZWARN recognize the value of cooperative efforts in responding to water and wastewater utility emergencies and intend to cooperate to meet the need for mutual aid in emergencies; and;

WHEREAS, the signatories to this Agreement recognize that it would be beneficial to have established a plan and procedures in case of emergencies; and

WHEREAS, the signatories to this Agreement are authorized to enter into mutual aid agreements pursuant to A.R.S. §26-301 et seq.; and

WHEREAS, one or more members to this Agreement may find it necessary to utilize all of their own resources to cope with an emergency and may require the assistance of another member or other members; and

WHEREAS, pursuant to A.R.S. §26-309, this Agreement is required to address the manner of financing such cooperative undertakings in advance of such emergency; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the Members hereto as follows:

AGREEMENT

Article 1. Purpose and Scope

1.1 Purpose: The Members recognize that emergencies may overwhelm the ability of a water and or wastewater utility to provide services to its customers. These emergencies may require assistance in the form of personnel, equipment, services, and supplies from outside the area of the impact of the emergency. Therefore, the Arizona Water and Wastewater Agency Response

Network (“AZWARN”) Member utilities hereby re-establish within the State of Arizona an Intrastate Program for Mutual Assistance (“Mutual Assistance Program”) and create a statewide Arizona Water and Wastewater Agency Response Network (“AZWARN”). Through the Mutual Assistance Program and AZWARN, the Members will coordinate response activities and may share resources during emergencies. This Agreement sets forth the procedures for the administration of this Mutual Assistance Agreement and AZWARN.

1.2 Scope: The scope of this Agreement is to (1) provide procedures to notify Members of the need for assistance; (2) provide procedures for Members to request assistance; (3) provide a mechanism for compensation for resources; and (4) continue AZWARN as redefined herein to implement this Agreement.

Article 2. Definitions

- 2.1 Agreement** means this Mutual Aid Agreement, among Members of AZWARN and amendments of the agreement as approved by its Members.
- 2.2 Associate:** Any non-utility participant, approved by the AZWARN Board, which provides a support role for the AZWARN program. These participants are nonvoting and are not a Party to this Agreement.
- 2.3 Authorized Designee** means an employee of a Member that is authorized by the Member’s governing body to request assistance, offer assistance, or declare emergencies under this Agreement.
- 2.4 Authorized Executive** means the Member official or officer with the authority to enter into contracts and agreements.
- 2.5 AZWARN (Arizona Water and Wastewater Agency Response Network)** means an organizational body of Member representatives. Each Member has one representative.
- 2.6 AZWARN Board** means the Chairperson and eight other Member representatives elected at large among AZWARN Member representatives.
- 2.7 AZWARN Chairperson** means the Member Representative elected by a majority vote of AZWARN. This person is responsible for chairing AZWARN meetings, giving notices as required by this Agreement and is authorized to execute actions approved by Resolutions of AZWARN.
- 2.8 Backfill** means the salary of replacement personnel who perform the regular duties of other personnel who are deployed under this mutual aid agreement.
- 2.9 Coordinator** means a person assigned by AZWARN to provide services as directed by AZWARN such as managing a website, special communication hub, or grant management.
- 2.10 Costs** mean the actual expenditures of funds by Responding Member, including backfill and indirect costs.
- 2.11 Emergency** means any event, natural or man-made, that is, or is likely to be, beyond the available services, personnel, equipment and facilities of an AZWARN Member.

- 2.12 Governing Body** means the authoritative body (e.g., city or town council, board of supervisors, district board, state agencies, or board of directors) elected, appointed, or hired to manage the affairs of the Member with appropriate authority to enter into this Agreement.
- 2.13 Indirect Costs** means 10% of the total expenditures of funds by the Responding Member.
- 2.15 Member** means a participating entity or agency in the AZWARN.
- 2.16 National Incident Management System (NIMS)** means the national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- 2.17 Period of Assistance** means a specified period of time when a Responding Member assists a Requesting Member. It begins with the Requesting Members' notice of acceptance of aid and ends when either the Responding Member or Requesting Member terminates the aid pursuant to notice provisions of this Agreement.
- 2.18 Requesting Member** means a Member who requests assistance in accordance with the terms and conditions of this Agreement.
- 2.19 Responding Member** means a Member that responds to a request for assistance in accordance with the terms and conditions of this Agreement.

Article 3. Implementation

3.1 This Agreement will be implemented through AZWARN. Each Member to the Agreement will select a Member representative who will each have one vote. The Member representatives will elect a Chairperson and eight (8) Board Members. The existing Board and Chairperson under the original AZWARN agreement shall act as the Board and Chairperson under this Agreement until such time as the Members meet and elect a new Board and Chairperson. Provided, no person shall serve as a Board Member or Chairperson unless the Agency or Entity which he or she represents has adopted this Agreement. The Chairperson and each AZWARN Board Member will have one vote for Board business. At any time that membership in AZWARN does not exceed twenty (20) Members, a representative from each of the existing Members of AZWARN will serve as the Board instead.

3.2 AZWARN Member representatives will meet annually to elect a Chairperson, Board and Officers, review this Agreement as well as facilitate, plan and coordinate emergency planning, response activities, and training exercises under this agreement.

3.3 The AZWARN Board, will adopt resolutions, policies, procedures, operational plans and by-laws. Any existing resolutions, policies, procedures, operational plans, or by-laws from the original AZWARN shall be automatically adopted for this Agreement until changed or modified as provided herein.

3.4 Whenever the Governor declares a State emergency or disaster, or if a request for assistance is made to DEMA under this Agreement, notwithstanding the language herein, the Deputy Director of the Arizona Department of Emergency and Military Affairs (DEMA) may at his or her discretion assume complete command and control over the response to the event in issue, as well as complete control over the training, coordinating, and planning in preparation for the same, to the extent

allowed and authorized in A.R.S. §§26-301-308. Said authority supersedes any grant of authority or decision making as set forth in this Agreement.

Article 4. Funding

4.1 The AZWARN Board will be responsible for developing and adopting an annual budget and establishing funding sources.

4.2 The AZWARN Board may authorize a Member or Associate to accept grants, gifts and other sources of funds on behalf of the interests of AZWARN. Implementation of this Agreement may be funded by voluntary annual contributions necessary to meet costs of administration and sustaining this Agreement.

Article 5. Procedures for Requesting Assistance

5.1 Member Responsibility. Each Member will identify an Authorized Designee or the Authorized Designee's delegate to provide contact information, including 24 hour contact, and maintain relatively current resource information made available by the utility for mutual assistance response.

5.2 Requests for Assistance. In the event of an Emergency, a Member's Authorized Designee may request mutual assistance from any other Participating Member(s). The request for assistance may also be transmitted to the AZWARN Coordinator. Requests for assistance may be made orally or in writing. When made orally, the request for assistance shall be followed by a written request as soon as practicable but no more than (10) working days after the oral request was made. Specific protocols for requesting assistance will be provided in the AZWARN Operational Plan approved by the AZWARN Board.

5.3 Response to a Request for Assistance. After a Member receives a request for assistance, the Authorized Designee evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Designee will notify, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member will: (1) notify the Requesting Member about the type of available resources; (2) notify the Requesting Member of the approximate arrival time of such assistance; (3) inform the Requesting Member of any special requirements needed to utilize the resources; and (4) inform the Requesting Member if there are any variations from the reimbursement provisions of this Agreement. Acceptance of this offer of assistance by the Requesting Member commences the Period of Assistance.

5.3.1 Any Period of Assistance commencing prior to the effective date of this Agreement but continuing until after the effective date of this Agreement shall be considered to be subject to the terms of this Agreement for the entire period unless either the Requesting Member or the Member receiving assistance has not adopted this Agreement in which case the agreement in place between the Members at the time of commencement of the Period of Assistance shall be controlling. Whenever the Governor declares a State emergency or disaster, or if a request for assistance is made to DEMA under this Agreement, all requests for assistance to DEMA and associated procedures/plans must conform to A.R.S. § 26-301 *et. seq.*

5.4 Discretion of Responding Member. Execution of this Agreement does not create any duty to provide assistance. When a Member receives a request for assistance, the Authorized Designee will have absolute discretion as to the availability of resources and choice of providing

assistance. An Authorized Designee's decisions on the availability of resources will be final and not subject to legal challenge.

5.5 Right to Withdraw. The Responding Member's Authorized Designee retains the right to withdraw some or all of its resources upon 24 hours' notice. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Designee. In the event any unsafe conditions pose a threat to personnel or equipment, the Responding Member may withdraw any or all of its resources upon notice.

Article 6. Responding Member Personnel

6.1 National Incident Management System. Assistance provided under this Agreement will be consistent with the National Incident Management System (NIMS).

6.2 Control. Personnel sent by a Responding Member will remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Designee will coordinate response activities with the designated supervisor(s) of the Responding Member(s). Under no circumstances shall an employee of a Responding Member be considered an employee of a Requesting Member.

6.3 Food and Shelter. The Requesting Member will supply reasonable food and shelter for Responding Member personnel. If the Requesting Member fails to provide food and shelter to Responding personnel, the Responding Member's designated supervisor is authorized to purchase the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established by the State of Arizona. The Requesting Member remains responsible for reimbursing Responding Member for all costs associated with providing food and shelter, if such resources are not provided by the Requesting Member.

6.4 Communication. The Requesting Member will provide or make arrangements for appropriate communication equipment for Responding Member personnel.

6.5 Status. Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Article 7. Reimbursement

7.1 Unless otherwise mutually agreed in whole or in part, the Requesting Member will reimburse the Responding Member for costs as outlined in 7.2 through 7.4 that Responding Member incurred while providing aid during the specified Period of Assistance.

7.2 Personnel. Requesting Member will pay Responding Member for work completed by Responding Member personnel during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The supervisor(s) designated by the Responding Member must keep accurate records of work performed by personnel during the specified Period of Assistance. Reimbursement must include all personnel costs, including salaries or hourly wages (including overtime and backfill), costs of fringe benefits, and indirect costs when reimbursing Responding Member.

7.3 Equipment. The Requesting Member will reimburse the Responding Member for the use of equipment during a specified Period of Assistance. Requesting Member will use equipment

rates based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. In the event of the use of equipment not included in the schedule of equipment rates, the Responding Member must provide such rates in writing to the Requesting Member prior to supplying resources. The Requesting Member and Responding Member must mutually agree, in writing, on rates prior to Responding Member's dispatch of equipment.

7.4 Materials and Supplies. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member will not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. The Responding Member and Requesting Member will treat reusable supplies that are returned to the Responding Member with damage as expendable supplies for purposes of cost reimbursement.

7.5 Reimbursement Procedures. The Responding Member must provide an itemized invoice to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Member will submit the itemized invoice to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance. The Requesting Member will pay the full amount due no later than forty-five (45) days following the invoice date. Any amount that Responding Member leaves unpaid after 45 days will accrue interest at the statutory annual interest rate of 10% pursuant to A.R.S. § 44-1201.

7.6 Personnel Compensation and Insurance. The Requesting Member and the Responding Member will be responsible for all compensation and insurance coverage of their respective employees and equipment, if any, involved with mutual aid and consistent with A.R.S. § 26-314.B.

Article 8. Water Rights

8.1 This Agreement will not affect water rights nor create any transfer of water rights. Members do not intend for this Agreement to serve as a means of drought relief. Drought will not be considered an emergency under the terms of this Agreement.

Article 9. Protected Information, Statewide Critical Infrastructure and Disclosure

9.1 To the extent permitted by the Statewide Critical Infrastructure Information System Disclosure Law, A.R.S. § 41-1803 et seq., the Arizona Public Records Law, A.R.S. § 39-101 et seq., and other applicable laws, all Members will maintain the strictest confidence and will take all reasonable steps necessary to prevent the disclosure of any protected information disclosed under this Agreement. It is the responsibility of the owner of the protected information to mark, label, or otherwise identify what is protected information. If any Member, or other entity requests or demands, by subpoena or otherwise, that a Member disclose any protected information disclosed under this Agreement, the Member will immediately notify the owner of the protected information giving the owner the opportunity to take necessary steps to protect the information. The Member will take all reasonable steps necessary to prevent the disclosure of this information by asserting all applicable rights and privileges with respect to such information and will cooperate fully in any judicial or administrative proceeding relating thereto.

Article 10. Dispute Resolution

10.1 If any controversy or claim arises out of or relating to the Agreement, including but not limited to an alleged breach of the Agreement, Members are encouraged to first resolve the dispute amongst themselves through informal dispute resolution and then non-binding mediation if necessary. Members may agree on other escalating forms of dispute resolution. This provision does not waive any right of any party to file the claim in the appropriate court having Jurisdiction.

Article 11. Indemnification

11.1 Each Member (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Member (as “Indemnitee”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage (hereinafter collectively referred to as “claims”), but only to the extent that such claims both which (a) result in vicarious or derivative liability to the Indemnitee, and (b) are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Members. Except as otherwise provided in this paragraph 11.1, each Member will bear the risk of its own actions, as it does with its operations.

Article 12. Worker’s Compensation Claims

12.1 Each Member is responsible for providing Workers’ Compensation benefits and administering Workers’ Compensation for its own personnel as it would in the normal course of business. Each Member will be responsible for any injuries which may occur to their own personnel during the course of rendering mutual assistance pursuant to this Agreement. A.R.S. §23-1022 shall apply where applicable.

Article 13. Notice of Claim or Suit

13.1 A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement will provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

Article 14. Insurance

14.1 Each Member will determine for itself what kinds of insurance, (including self-insurance), and in what amounts, it should carry. Nothing herein will act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Member may enjoy.

Article 15. Effective Date

15.1 Effective Date. This Agreement will become effective for each Member upon the effective date set forth above or after approval by its Governing Body or Authorized Executive, whichever comes later.

15.2 Term. Except as otherwise provided in this Agreement, this Agreement will terminate June 30, 2030 unless extended. Upon termination any involved property shall revert to the original owner unless conveyed to another participant pursuant to the terms of this Agreement.

Article 16. Withdrawal

16.1 Any Member may terminate its participation in this Agreement through written instrument of its Governing Body or Authorized Executive which gives notice of termination of participation in this Agreement and providing a copy to the AZWARN Chairperson. This Agreement is terminated as to such Member twenty (20) days after the date received by the AZWARN Chair. The termination by one or more of the Members of its participation in this Agreement will not affect the operation of this Agreement as between the other Members thereto.

Article 17. Non-Appropriation

17.1 Notwithstanding any other provision in this Agreement, any Member may withdraw from this Agreement if for any reason the Member's Governing Body does not appropriate sufficient monies for the purposes of this Agreement. In such event, a withdrawing Member will have no further obligation to the other Members other than for payment for services rendered prior to withdrawal.

Article 18. Prohibition of Third Parties and Assignment of Rights and Duties

18.1 This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third-Member beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited.

18.2 Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties who are not Members or affect the legal liability of any Member by imposing any standard of care different from the standard of care imposed by law.

Article 19. Other Mutual Aid and Assistance Agreements

19.1 Nothing in this Agreement will limit any Member's ability to continue with, or enter into, other mutual aid or assistance agreements.

Article 20. Americans with Disabilities Act

20.1 Each Member will comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

Article 21. Non-Discrimination

21.1 No Member will discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Member duties pursuant to this Agreement. Each Member will comply with the provisions of Executive Order 2009-9, which is incorporated into this Agreement by reference, as if set forth in full herein.

Article 22. Compliance with Laws

22.1 Each Member will comply with all federal, state and local laws, rules regulations, standard and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the Members, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement. Unless preempted by applicable law, any Member entering this Agreement hereby certifies that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel as set forth in A.R.S. § 35-393.01; however, the District Court of Arizona recently enjoined A.R.S. § 35-393.01 and until such time as the Court's injunction is stayed or otherwise lifted, the Anti-Israel Boycott Provision is unenforceable and no signatory to this Agreement will take action to enforce it.

Article 23. Entire Agreement

23.1 This document constitutes the entire agreement among the Members pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement will not be modified, amended, altered or extended except through a written amendment approved by the Members' Governing Bodies, or Authorized Executives.

Article 24. Jurisdiction

24.1 Nothing in this Agreement will be construed as otherwise limiting or extending the legal jurisdiction of any Member. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Member under this Agreement.

Article 25. Conflict of Interest

25.1 This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

Article 26. Severability

26.1 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

Article 27. Responsibility of the State of Arizona

27.1 Nothing within this Agreement limits or restricts the duties and obligations of the State of Arizona to respond to the Emergency of any Member.

**MUTUAL AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK**

County Signature Page

_____ COUNTY

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

_____ Date: _____
Chair County Board of Supervisors

ATTEST: _____ Date: _____
Clerk of the Board

Date of formal approval Governing Body: _____

The attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

_____ Date: _____
Deputy County Attorney

_____ County

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
City Signature Page**

City of _____

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

Mayor, City of _____ Date: _____

ATTEST: _____ Date: _____
City Clerk

Date of formal approval Governing Body: _____

The attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

City Attorney Date: _____

City of _____

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK**
Town Signature Page

Town of _____

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

Mayor, Town of _____ Date: _____

ATTEST: _____ Date: _____
Town Clerk

Date of formal approval Governing Body: _____

The attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

Town Attorney Date: _____

Town of _____

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
Political Subdivision Signature Page**

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

_____ Date: _____
_____, Board of Directors

ATTEST: _____ Date: _____
Clerk of the Board

Date of formal approval Governing Body: _____

The attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of a political subdivision under the laws of the State.

_____ Date: _____
General Counsel

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
District Signature Page**

_____ District

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

_____ Date: _____
Chairman, Board of Directors

ATTEST: _____ Date: _____
Clerk of the Board

Date of formal approval Governing Body: _____

the attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

_____ Date: _____
General Counsel

_____ District

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
Public Agency Signature Page**

State of Arizona

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

Director, Department of _____ Date: _____

ATTEST: _____ Date: _____
Deputy Director

Date of formal approval Governing Body: _____

The attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

Attorney General
State of Arizona Date: _____

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
Private Water or Wastewater Utility**

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the Utility in the Agreement by formal approval of the Utilities' Governing Body.

BY: _____ Date: _____

Title: _____

RESOLUTION # 2019-29

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A MUTUAL AID AGREEMENT WITH ARIZONA WATER AND WASTEWATER AGENCY RESPONSE NETWORK FOR WATER AND WASTEWATER EMERGENCIES.

WHEREAS, pursuant to Arizona Revised Statute §26-301, *et seq.*, the City of Surprise has the authority to enter into a mutual aid agreement with other governmental entities for the purposes set forth within;

WHEREAS, on March 3, 2015, the City Council adopted Resolution No. 2015-28, approving and authorizing the Mayor to sign an Intergovernmental Agreement among members of the Arizona Water and Wastewater Agency Response Network ("AZWARN");

WHEREAS, the AZWARN Members desire to enter into a new agreement to further clarify the relationship among them and to provide a mechanism whereby additional entities, including private water and wastewater utilities, can join the AZWARN;

WHEREAS, members of the AZWARN recognize the value of cooperative efforts in responding to water and wastewater utility emergencies and intend to cooperate to meet the need for mutual aid in emergencies; and

WHEREAS, the City Council finds that it is in the best interests of the City and its citizens to enter into this agreement.

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

Section 1. The AZWARN Mutual Aid Agreement between the City of Surprise and the Arizona Water and Wastewater Agency Response Network, attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement, and to take such further action or perform such further tasks as may be required for the City to receive the benefits of the Mutual Aid Agreement.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

MUTUAL AID AGREEMENT BETWEEN
THE CITY OF SURPRISE AND AZWARN

(AZWARN MAA)
AMONG MEMBERS OF
THE ARIZONA WATER AND WASTEWATER
AGENCY RESPONSE NETWORK

**AZWARN
MUTUAL AID AGREEMENT
(AZWARN MAA)
AMONG MEMBERS OF
THE ARIZONA WATER AND WASTEWATER
AGENCY RESPONSE NETWORK**

(Effective March 30, 2019 - Supersedes all prior versions and AZWARN Agreements)

This Agreement is made and entered into by and among Municipalities, Municipal Corporations, Counties, Districts, Public Agencies and Private Water and Wastewater Utilities that have executed this Agreement to better respond to water and wastewater emergencies.

RECITALS

WHEREAS, the Arizona Water and Wastewater Agency Response Network (“AZWARN”) was created by its member agencies on or about March, 2008; and

WHEREAS, the Members desire to enter into a new agreement to further clarify the relationship among them and to provide a mechanism whereby additional entities, including private water and wastewater utilities, can join the AZWARN, pursuant to A.R.S. §26-301 et seq.; and

WHEREAS, Members of the AZWARN recognize the value of cooperative efforts in responding to water and wastewater utility emergencies and intend to cooperate to meet the need for mutual aid in emergencies; and;

WHEREAS, the signatories to this Agreement recognize that it would be beneficial to have established a plan and procedures in case of emergencies; and

WHEREAS, the signatories to this Agreement are authorized to enter into mutual aid agreements pursuant to A.R.S. §26-301 et seq.; and

WHEREAS, one or more members to this Agreement may find it necessary to utilize all of their own resources to cope with an emergency and may require the assistance of another member or other members; and

WHEREAS, pursuant to A.R.S. §26-309, this Agreement is required to address the manner of financing such cooperative undertakings in advance of such emergency; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the Members hereto as follows:

AGREEMENT

Article 1. Purpose and Scope

1.1 Purpose: The Members recognize that emergencies may overwhelm the ability of a water and or wastewater utility to provide services to its customers. These emergencies may require assistance in the form of personnel, equipment, services, and supplies from outside the area of the impact of the emergency. Therefore, the Arizona Water and Wastewater Agency Response

Network (“AZWARN”) Member utilities hereby re-establish within the State of Arizona an Intrastate Program for Mutual Assistance (“Mutual Assistance Program”) and create a statewide Arizona Water and Wastewater Agency Response Network (“AZWARN”). Through the Mutual Assistance Program and AZWARN, the Members will coordinate response activities and may share resources during emergencies. This Agreement sets forth the procedures for the administration of this Mutual Assistance Agreement and AZWARN.

1.2 Scope: The scope of this Agreement is to (1) provide procedures to notify Members of the need for assistance; (2) provide procedures for Members to request assistance; (3) provide a mechanism for compensation for resources; and (4) continue AZWARN as redefined herein to implement this Agreement.

Article 2. Definitions

- 2.1 Agreement** means this Mutual Aid Agreement, among Members of AZWARN and amendments of the agreement as approved by its Members.
- 2.2 Associate:** Any non-utility participant, approved by the AZWARN Board, which provides a support role for the AZWARN program. These participants are nonvoting and are not a Party to this Agreement.
- 2.3 Authorized Designee** means an employee of a Member that is authorized by the Member’s governing body to request assistance, offer assistance, or declare emergencies under this Agreement.
- 2.4 Authorized Executive** means the Member official or officer with the authority to enter into contracts and agreements.
- 2.5 AZWARN (Arizona Water and Wastewater Agency Response Network)** means an organizational body of Member representatives. Each Member has one representative.
- 2.6 AZWARN Board** means the Chairperson and eight other Member representatives elected at large among AZWARN Member representatives.
- 2.7 AZWARN Chairperson** means the Member Representative elected by a majority vote of AZWARN. This person is responsible for chairing AZWARN meetings, giving notices as required by this Agreement and is authorized to execute actions approved by Resolutions of AZWARN.
- 2.8 Backfill** means the salary of replacement personnel who perform the regular duties of other personnel who are deployed under this mutual aid agreement.
- 2.9 Coordinator** means a person assigned by AZWARN to provide services as directed by AZWARN such as managing a website, special communication hub, or grant management.
- 2.10 Costs** mean the actual expenditures of funds by Responding Member, including backfill and indirect costs.
- 2.11 Emergency** means any event, natural or man-made, that is, or is likely to be, beyond the available services, personnel, equipment and facilities of an AZWARN Member.

- 2.12 Governing Body** means the authoritative body (e.g., city or town council, board of supervisors, district board, state agencies, or board of directors) elected, appointed, or hired to manage the affairs of the Member with appropriate authority to enter into this Agreement.
- 2.13 Indirect Costs** means 10% of the total expenditures of funds by the Responding Member.
- 2.15 Member** means a participating entity or agency in the AZWARN.
- 2.16 National Incident Management System (NIMS)** means the national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- 2.17 Period of Assistance** means a specified period of time when a Responding Member assists a Requesting Member. It begins with the Requesting Members' notice of acceptance of aid and ends when either the Responding Member or Requesting Member terminates the aid pursuant to notice provisions of this Agreement.
- 2.18 Requesting Member** means a Member who requests assistance in accordance with the terms and conditions of this Agreement.
- 2.19 Responding Member** means a Member that responds to a request for assistance in accordance with the terms and conditions of this Agreement.

Article 3. Implementation

3.1 This Agreement will be implemented through AZWARN. Each Member to the Agreement will select a Member representative who will each have one vote. The Member representatives will elect a Chairperson and eight (8) Board Members. The existing Board and Chairperson under the original AZWARN agreement shall act as the Board and Chairperson under this Agreement until such time as the Members meet and elect a new Board and Chairperson. Provided, no person shall serve as a Board Member or Chairperson unless the Agency or Entity which he or she represents has adopted this Agreement. The Chairperson and each AZWARN Board Member will have one vote for Board business. At any time that membership in AZWARN does not exceed twenty (20) Members, a representative from each of the existing Members of AZWARN will serve as the Board instead.

3.2 AZWARN Member representatives will meet annually to elect a Chairperson, Board and Officers, review this Agreement as well as facilitate, plan and coordinate emergency planning, response activities, and training exercises under this agreement.

3.3 The AZWARN Board, will adopt resolutions, policies, procedures, operational plans and by-laws. Any existing resolutions, policies, procedures, operational plans, or by-laws from the original AZWARN shall be automatically adopted for this Agreement until changed or modified as provided herein.

3.4 Whenever the Governor declares a State emergency or disaster, or if a request for assistance is made to DEMA under this Agreement, notwithstanding the language herein, the Deputy Director of the Arizona Department of Emergency and Military Affairs (DEMA) may at his or her discretion assume complete command and control over the response to the event in issue, as well as complete control over the training, coordinating, and planning in preparation for the same, to the extent

allowed and authorized in A.R.S. §§26-301-308. Said authority supersedes any grant of authority or decision making as set forth in this Agreement.

Article 4. Funding

4.1 The AZWARN Board will be responsible for developing and adopting an annual budget and establishing funding sources.

4.2 The AZWARN Board may authorize a Member or Associate to accept grants, gifts and other sources of funds on behalf of the interests of AZWARN. Implementation of this Agreement may be funded by voluntary annual contributions necessary to meet costs of administration and sustaining this Agreement.

Article 5. Procedures for Requesting Assistance

5.1 Member Responsibility. Each Member will identify an Authorized Designee or the Authorized Designee's delegate to provide contact information, including 24 hour contact, and maintain relatively current resource information made available by the utility for mutual assistance response.

5.2 Requests for Assistance. In the event of an Emergency, a Member's Authorized Designee may request mutual assistance from any other Participating Member(s). The request for assistance may also be transmitted to the AZWARN Coordinator. Requests for assistance may be made orally or in writing. When made orally, the request for assistance shall be followed by a written request as soon as practicable but no more than (10) working days after the oral request was made. Specific protocols for requesting assistance will be provided in the AZWARN Operational Plan approved by the AZWARN Board.

5.3 Response to a Request for Assistance. After a Member receives a request for assistance, the Authorized Designee evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Designee will notify, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member will: (1) notify the Requesting Member about the type of available resources; (2) notify the Requesting Member of the approximate arrival time of such assistance; (3) inform the Requesting Member of any special requirements needed to utilize the resources; and (4) inform the Requesting Member if there are any variations from the reimbursement provisions of this Agreement. Acceptance of this offer of assistance by the Requesting Member commences the Period of Assistance.

5.3.1 Any Period of Assistance commencing prior to the effective date of this Agreement but continuing until after the effective date of this Agreement shall be considered to be subject to the terms of this Agreement for the entire period unless either the Requesting Member or the Member receiving assistance has not adopted this Agreement in which case the agreement in place between the Members at the time of commencement of the Period of Assistance shall be controlling. Whenever the Governor declares a State emergency or disaster, or if a request for assistance is made to DEMA under this Agreement, all requests for assistance to DEMA and associated procedures/plans must conform to A.R.S. § 26-301 *et. seq.*

5.4 Discretion of Responding Member. Execution of this Agreement does not create any duty to provide assistance. When a Member receives a request for assistance, the Authorized Designee will have absolute discretion as to the availability of resources and choice of providing

assistance. An Authorized Designee's decisions on the availability of resources will be final and not subject to legal challenge.

5.5 Right to Withdraw. The Responding Member's Authorized Designee retains the right to withdraw some or all of its resources upon 24 hours' notice. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Designee. In the event any unsafe conditions pose a threat to personnel or equipment, the Responding Member may withdraw any or all of its resources upon notice.

Article 6. Responding Member Personnel

6.1 National Incident Management System. Assistance provided under this Agreement will be consistent with the National Incident Management System (NIMS).

6.2 Control. Personnel sent by a Responding Member will remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Designee will coordinate response activities with the designated supervisor(s) of the Responding Member(s). Under no circumstances shall an employee of a Responding Member be considered an employee of a Requesting Member.

6.3 Food and Shelter. The Requesting Member will supply reasonable food and shelter for Responding Member personnel. If the Requesting Member fails to provide food and shelter to Responding personnel, the Responding Member's designated supervisor is authorized to purchase the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established by the State of Arizona. The Requesting Member remains responsible for reimbursing Responding Member for all costs associated with providing food and shelter, if such resources are not provided by the Requesting Member.

6.4 Communication. The Requesting Member will provide or make arrangements for appropriate communication equipment for Responding Member personnel.

6.5 Status. Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Article 7. Reimbursement

7.1 Unless otherwise mutually agreed in whole or in part, the Requesting Member will reimburse the Responding Member for costs as outlined in 7.2 through 7.4 that Responding Member incurred while providing aid during the specified Period of Assistance.

7.2 Personnel. Requesting Member will pay Responding Member for work completed by Responding Member personnel during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The supervisor(s) designated by the Responding Member must keep accurate records of work performed by personnel during the specified Period of Assistance. Reimbursement must include all personnel costs, including salaries or hourly wages (including overtime and backfill), costs of fringe benefits, and indirect costs when reimbursing Responding Member.

7.3 Equipment. The Requesting Member will reimburse the Responding Member for the use of equipment during a specified Period of Assistance. Requesting Member will use equipment

rates based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. In the event of the use of equipment not included in the schedule of equipment rates, the Responding Member must provide such rates in writing to the Requesting Member prior to supplying resources. The Requesting Member and Responding Member must mutually agree, in writing, on rates prior to Responding Member's dispatch of equipment.

7.4 Materials and Supplies. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member will not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. The Responding Member and Requesting Member will treat reusable supplies that are returned to the Responding Member with damage as expendable supplies for purposes of cost reimbursement.

7.5 Reimbursement Procedures. The Responding Member must provide an itemized invoice to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Member will submit the itemized invoice to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance. The Requesting Member will pay the full amount due no later than forty-five (45) days following the invoice date. Any amount that Responding Member leaves unpaid after 45 days will accrue interest at the statutory annual interest rate of 10% pursuant to A.R.S. § 44-1201.

7.6 Personnel Compensation and Insurance. The Requesting Member and the Responding Member will be responsible for all compensation and insurance coverage of their respective employees and equipment, if any, involved with mutual aid and consistent with A.R.S. § 26-314.B.

Article 8. Water Rights

8.1 This Agreement will not affect water rights nor create any transfer of water rights. Members do not intend for this Agreement to serve as a means of drought relief. Drought will not be considered an emergency under the terms of this Agreement.

Article 9. Protected Information, Statewide Critical Infrastructure and Disclosure

9.1 To the extent permitted by the Statewide Critical Infrastructure Information System Disclosure Law, A.R.S. § 41-1803 et seq., the Arizona Public Records Law, A.R.S. § 39-101 et seq., and other applicable laws, all Members will maintain the strictest confidence and will take all reasonable steps necessary to prevent the disclosure of any protected information disclosed under this Agreement. It is the responsibility of the owner of the protected information to mark, label, or otherwise identify what is protected information. If any Member, or other entity requests or demands, by subpoena or otherwise, that a Member disclose any protected information disclosed under this Agreement, the Member will immediately notify the owner of the protected information giving the owner the opportunity to take necessary steps to protect the information. The Member will take all reasonable steps necessary to prevent the disclosure of this information by asserting all applicable rights and privileges with respect to such information and will cooperate fully in any judicial or administrative proceeding relating thereto.

Article 10. Dispute Resolution

10.1 If any controversy or claim arises out of or relating to the Agreement, including but not limited to an alleged breach of the Agreement, Members are encouraged to first resolve the dispute amongst themselves through informal dispute resolution and then non-binding mediation if necessary. Members may agree on other escalating forms of dispute resolution. This provision does not waive any right of any party to file the claim in the appropriate court having Jurisdiction.

Article 11. Indemnification

11.1 Each Member (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Member (as “Indemnitee”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage (hereinafter collectively referred to as “claims”), but only to the extent that such claims both which (a) result in vicarious or derivative liability to the Indemnitee, and (b) are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Members. Except as otherwise provided in this paragraph 11.1, each Member will bear the risk of its own actions, as it does with its operations.

Article 12. Worker’s Compensation Claims

12.1 Each Member is responsible for providing Workers’ Compensation benefits and administering Workers’ Compensation for its own personnel as it would in the normal course of business. Each Member will be responsible for any injuries which may occur to their own personnel during the course of rendering mutual assistance pursuant to this Agreement. A.R.S. §23-1022 shall apply where applicable.

Article 13. Notice of Claim or Suit

13.1 A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement will provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

Article 14. Insurance

14.1 Each Member will determine for itself what kinds of insurance, (including self-insurance), and in what amounts, it should carry. Nothing herein will act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Member may enjoy.

Article 15. Effective Date

15.1 Effective Date. This Agreement will become effective for each Member upon the effective date set forth above or after approval by its Governing Body or Authorized Executive, whichever comes later.

15.2 Term. Except as otherwise provided in this Agreement, this Agreement will terminate June 30, 2030 unless extended. Upon termination any involved property shall revert to the original owner unless conveyed to another participant pursuant to the terms of this Agreement.

Article 16. Withdrawal

16.1 Any Member may terminate its participation in this Agreement through written instrument of its Governing Body or Authorized Executive which gives notice of termination of participation in this Agreement and providing a copy to the AZWARN Chairperson. This Agreement is terminated as to such Member twenty (20) days after the date received by the AZWARN Chair. The termination by one or more of the Members of its participation in this Agreement will not affect the operation of this Agreement as between the other Members thereto.

Article 17. Non-Appropriation

17.1 Notwithstanding any other provision in this Agreement, any Member may withdraw from this Agreement if for any reason the Member's Governing Body does not appropriate sufficient monies for the purposes of this Agreement. In such event, a withdrawing Member will have no further obligation to the other Members other than for payment for services rendered prior to withdrawal.

Article 18. Prohibition of Third Parties and Assignment of Rights and Duties

18.1 This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third-Member beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited.

18.2 Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties who are not Members or affect the legal liability of any Member by imposing any standard of care different from the standard of care imposed by law.

Article 19. Other Mutual Aid and Assistance Agreements

19.1 Nothing in this Agreement will limit any Member's ability to continue with, or enter into, other mutual aid or assistance agreements.

Article 20. Americans with Disabilities Act

20.1 Each Member will comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

Article 21. Non-Discrimination

21.1 No Member will discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Member duties pursuant to this Agreement. Each Member will comply with the provisions of Executive Order 2009-9, which is incorporated into this Agreement by reference, as if set forth in full herein.

Article 22. Compliance with Laws

22.1 Each Member will comply with all federal, state and local laws, rules regulations, standard and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the Members, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement. Unless preempted by applicable law, any Member entering this Agreement hereby certifies that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel as set forth in A.R.S. § 35-393.01; however, the District Court of Arizona recently enjoined A.R.S. § 35-393.01 and until such time as the Court's injunction is stayed or otherwise lifted, the Anti-Israel Boycott Provision is unenforceable and no signatory to this Agreement will take action to enforce it.

Article 23. Entire Agreement

23.1 This document constitutes the entire agreement among the Members pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement will not be modified, amended, altered or extended except through a written amendment approved by the Members' Governing Bodies, or Authorized Executives.

Article 24. Jurisdiction

24.1 Nothing in this Agreement will be construed as otherwise limiting or extending the legal jurisdiction of any Member. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Member under this Agreement.

Article 25. Conflict of Interest

25.1 This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

Article 26. Severability

26.1 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

Article 27. Responsibility of the State of Arizona

27.1 Nothing within this Agreement limits or restricts the duties and obligations of the State of Arizona to respond to the Emergency of any Member.

**MUTUAL AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK**

County Signature Page

_____ COUNTY

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

_____ Date: _____
Chair County Board of Supervisors

ATTEST: _____ Date: _____
Clerk of the Board

Date of formal approval Governing Body: _____

The attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

_____ Date: _____
Deputy County Attorney

_____ County

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
City Signature Page**

City of _____

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

Mayor, City of _____ Date: _____

ATTEST: _____ Date: _____
City Clerk

Date of formal approval Governing Body: _____

The attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

City Attorney Date: _____

City of _____

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
Town Signature Page**

Town of _____

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

Mayor, Town of _____ Date: _____

ATTEST: _____ Date: _____
Town Clerk

Date of formal approval Governing Body: _____

The attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

Town Attorney Date: _____

Town of _____

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
Political Subdivision Signature Page**

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

_____, Board of Directors Date: _____

ATTEST: _____ Date: _____
Clerk of the Board

Date of formal approval Governing Body: _____

The attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of a political subdivision under the laws of the State.

_____ Date: _____
General Counsel

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
District Signature Page**

_____ District

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

_____ Date: _____
Chairman, Board of Directors

ATTEST: _____ Date: _____
Clerk of the Board

Date of formal approval Governing Body: _____

the attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

_____ Date: _____
General Counsel

_____ District

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
Public Agency Signature Page**

State of Arizona

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

Director, Department of _____ Date: _____

ATTEST: _____ Date: _____
Deputy Director

Date of formal approval Governing Body: _____

The attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

Attorney General
State of Arizona Date: _____

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
Private Water or Wastewater Utility**

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, among members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the Utility in the Agreement by formal approval of the Utilities' Governing Body.

BY: _____ Date: _____

Title: _____



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 19, 2019

Contact Person: Paul Bernardo, DIR-
GOV&COMM PTNRSP

Submitting Department: Human Svcs and Comm
Vitality

District: Internal

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Presentation and discussion pertaining to the history and purpose of the Youth Services Division.

Motion:

Discussion only

Background:

The city first established a youth services division in August 2014 with the hiring of the city's first Youth Services Administrator. Since that time the division has grown both in scope and staffing. This presentation will provide a brief history of the division, division mission/goals and chart the growth of the division both in staffing and programs/services provided.

Objective Analysis:

The Youth Services division is a hub of innovation for positive youth development. The division offers a dynamic set of programs and initiatives designed to support academic success, workforce development, community service and civic engagement. The division is proud to serve the local community and is dedicated to building a healthy, vibrant, and inclusive Surprise, where all youth are given the support they need to become forward-thinking leaders in the classroom, in the workplace, and in the community.

Policy Compliant:

This discussion is compliant with City and Council policies.

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

1. Youth Services Overview to Council 3.19.19
-



Youth Services Overview & Update

Human Service & Community Vitality | March 19, 2019



The Beginning

Councilmember John Williams

- 2012
- Teen Advisory Commission (CRS)
- Surprise Youth Leadership Commission
- West Valley Youth Leadership Council

Purpose Statement

Young leaders need to be shown the process, be embedded in the process, and assurance that their voices are relevant within the process. When the adult community engages youth there must be an attitudinal commitment to not only accept the vantage point of youth but to embrace full participation. Youth leaders need to know their voices are not only heard, but are recognized and valued.



Youth Services Administrator, SYC

- **August 2014 - City hires first Youth Services Administrator**
- **October 2014 – Decommission youth commissions & establish the Surprise Youth Council (SYC)**
- **January 2015 – Swearing in of new SYC members**

Vision

Groundbreaking Teens Making a Difference

Mission

The Surprise Youth Council gives youth a genuine voice and engages them in common interests to make Surprise one



SYC – Strategic Priorities

- ***Represent the Youth Voice*** – Embrace diverse participation and input. Reach the unseen.
- ***Bring the Community Together*** – Engage, support and acknowledge all segments of the community regardless of age, affiliation or industry.
- ***Understand Issues & Help Solve Problems*** – Identify significant issues of the broader youth community, do our research, and connect with policy makers (local, state) to effectively make change.
- ***Represent the City of Surprise*** – Be informed about all City matters affecting youth, participate in and promote City programs/services related to Youth, act as the youth sounding board to City departments and staff, work closely with and develop relationships with the City Council.



Initial Growth

December 2015 - Part-time Program Assistant Hired

SYC

- **World of Change Leaders Training** (*Leadership & Service*)
- **Close-Up** – *Week long government immersion program in Washington, D.C.*
- **DemocraSeed** – *ASU & Center for the Future of AZ – Community Challenges & Solutions*
- **Art Mural** – *Artist Hugo Medina*
- **Be Yourself, Find Your Crowd, Get Along Campaign** (*All high schools*)
- **BLOOM 365 Teen Dating Abuse Classes** (*Paradise Honors High School*)



Initial Growth

ADDITIONAL PROGRAMS

- Explorers Pilot (City Court, HR, Water Resources, Finance)
- School Participation/Pledge @ City Council meetings
- Athlete of the Month (DUSD)
- Literacy Challenge (4th-6th Grade)
- Teen Job Fair (formerly Teen Summit) – originally with CRS

PREVIOUSLY ESTABLISHED CITY PROGRAMS

- Summer Youth Employment (Neighborhood Services)
- Entrepreneurial Boot Camp (Economic Development)
- Teen Court (City Court)
- Police Explorers



Transition

- **Completed first school year of programs (August 2015 – August 2016)**
- **October 2016 – New Youth Administrator hired**
- **Division still very much in its infancy**



Mission of the Youth Services Division

The Youth Services division is a hub of innovation for positive youth development. The division offers a dynamic set of programs and initiatives designed to support academic success, workforce development, community service and civic engagement. The division is proud to serve the local community and is dedicated to building a healthy, vibrant, and inclusive Surprise, where all youth are given the support they need to become forward-thinking leaders in the classroom, in the workplace, and in the community.



Evolution of Youth Services

July 2017 - Youth Services Program Assistant made full time

SYC

- Adjusted structure
 - ✓ Leadership
 - ✓ Committees
 - ✓ Recruitment
- Increased production
 - ✓ Projects initiatives
 - ✓ Leadership development
 - ✓ Skill-building
 - ✓ Mentorship





Additional Programs

- Programs Expanded
 - ✓ City Court Academy
 - ✓ Literacy Challenge
 - ✓ Teen Job Fair
 - ✓ Athlete of the Month
 - ✓ Early Civic Engagement Initiative

November 2017 - Youth Services Coordinator hired

- Programs Added
 - ✓ Entrepreneurial Boot Camp
 - ✓ Summer Youth Employment Program
 - ✓ Teen Court and Justice Program
 - ✓ College Readiness Summit/Scholarship



Testimonials

“Not only has it given me the opportunity to pursue passions I would have otherwise not, but I have found a community where I can be unapologetically myself.” – **Ian Petrow**

“I have grown as a leader and as a person which I know would have never happened without the guidance of my advisors and the support of everyone in the group.” – **Lucas Cons**

“SYC gave me the tools to stand up for what I believe in while also respecting others and their beliefs.” – **Samantha Salazar**

“This group of people has shown me that there is tremendous hope for the future of our city, our nation, and our world.” – **Lauren Schuster**



Conclusion

- **Daily News-Sun article**



“In researching youth councils Litchfield Park reached out to Surprise’s Youth Services Administrator, who shared some insight on how the city runs its council and the value of empowering youth to lead.”

“[Litchfield Park’s Council] will follow a horizontal leadership model, a leadership structure with guiding principles and practices that decentralize power to allow all students to step forward or backward in leadership roles in accordance with their passion, capacity, and skill levels.”



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 19, 2019

Contact Person: Vice Mayor Roland Winters,
Council Member Chris Judd

Submitting Department: Mayor and Council

District: District 1

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Discussion pertaining to the City's Ride Choice Program and potential improvements.

Motion:

Discussion Only.

Background:

At the March 5, 2019 Regular City Council Meeting, Vice Mayor Winters requested this item be placed on this meeting's agenda. Council member Chris Judd seconded the request.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 19, 2019

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: City Clerk

District: Internal

Staff Recommendations: None

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

Consideration and action to enter into executive session for discussion and consultation with the City Attorney for legal advice and the City's position pertaining to pending City of Surprise litigation pursuant to A.R.S. 38-431.03(A)(3) and (4).

Motion:

I move to enter into Executive Session.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
