



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

Tuesday, April 4, 2017 @ 6:00 PM
COUNCIL CHAMBER

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

A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

District Citywide [Proclamation recognizing April as Fair Housing Month.](#)

None

[Valley Vista High School, Girls 6A Basketball Championship.](#)

Mayor

Wolcott

E. City Manager Report:

F. City Attorney Report:

G. City Clerk Report:

H. Call To The Public:

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

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

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

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

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

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

I. Regular City Council Meeting Agenda:

Consent Agenda:

1. District Citywide [Consideration and action pertaining to approval of an Intergovernmental Agreement \(IGA\) with the Arizona Department of Transportation \(ADOT\) to define future maintenance](#)

None

Karl Zook,
Public

- | | | |
|----|--|--|
| | <u>obligations for the Bell/Grand grade-separated crossing; Resolution # 2017-27.</u> | Works Department |
| 2. | District Citywide <u>Consideration and action on the meeting minutes of March 21, 2017 Regular City Council Work Session and Regular City Council Meeting.</u> | None
Sherry Ann Aguilar, City Clerk |
| 3. | District 6 <u>Consideration and action on a request by Applicant, Andrea Lewkowitz for Acquisition of Control for an existing liquor license for Digiplex Surprise 14 IMAX located at 13649 N. Litchfield Road, Surprise, AZ. 85379 (License # 07070183 - Acquisition of Control).</u> | None
Sherry Ann Aguilar, City Clerk |
| 4. | District Citywide <u>Consideration and action pertaining to approval of a fee increase for the electronic filing of fire code compliance inspection reports from \$10.00 per inspection to \$12.00 per inspection; Resolution # 2017-25.</u> | None
Tom Abbott, Fire Chief |
| 5. | District Internal <u>Consideration and action pertaining to approval of an amendment to the Fiscal Year 2017 budget by reallocating appropriations of \$8,100 within the Grant Fund and authorizing acceptance of a State Farm Good Neighbor Grant; Resolution # 2017-32.</u> | None
Tom Abbott, Fire Chief |

Regular Agenda Item - Non-Public Hearing:

- | | | |
|----|---|---|
| 6. | District Internal <u>Consideration and action to appoint Patrick Duffy to fill a vacancy on the Municipal Property Corporation with a term expiration of June 30, 2021 and Sally Wilson-Johnson to fill a vacancy on the Arts & Cultural Advisory Commission to complete the remainder of a term ended on June 30, 2019 due to resignation.</u> | None
Sherry Ann Aguilar, City Clerk |
| 7. | District Citywide <u>Presentation and discussion on the Central Arizona Project (CAP) and Water in Arizona.</u> | No Action
Terry Lowe, Director, Water Resource Management Department |

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

- | | | |
|----|---|-------------------------------------|
| 8. | District Internal <u>Consideration and action to enter into executive session for discussion and consultation for legal advice with the City Attorney pertaining to minor amendments to the City's Infrastructure Improvement Plan and Development Impact Fees pursuant to A.R.S. 38-431.03 (A)(3).</u> | None
Robert Wingo, City Attorney |
|----|---|-------------------------------------|

For information Purposes; Upon a public majority vote of a quorum of the City Council, the Council

may hold an executive session, which will not be open to the public, but for only the following purposes:

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

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

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

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: March 30, 2017 at 3:40 PM

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



CITY OF SURPRISE
Regular City Council Meeting

April 4, 2017 @ 6:00:00 PM

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Council Meeting Date:	April 4, 2017	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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

Motion:

I move to approve Resolution # 2017-27.

Background:

The State is constructing a grade-separated crossing of US 60 with Bell Road elevated over US 60 and the Burlington Northern Santa Fe (BNSF) Railway. The project will, by Resolution, bring it into the State system with the necessary rights-of-way needed for the Project. Upon final acceptance of the Project, the State will abandon ownership, jurisdiction, and maintenance responsibilities of the right-of-way outside of the State's access control to the City as delineated on Exhibit A, attached and made part of the IGA and the City agrees to waive Arizona Revised Statutes 28-7209.

The State: will be responsible for the maintenance and operation of Bell Road, and of US 60 (Grand Avenue) as depicted on the Maintenance Exhibit B. This includes power for the street lighting along US 60 (Grand Avenue), under-deck lighting for US 60 and BNSF and the traffic signals at US 60/Towne Center Drive and at US 60/Bell Grande Drive. Upon Project completion and approval by Resolution of the State Transportation Board, the State will abandon ownership, jurisdiction and maintenance responsibilities of the areas outside of the State's right-of-way to the City as defined in Exhibit A and B of the IGA.

The City: will be responsible for the maintenance of Bell Road, and of US 60 (Grand Avenue) as depicted in the Maintenance Exhibit B. Authorize and pay or waive any water development fees, operate, and maintain water supply to the landscape areas. The City will operate the street lighting and sidewalk lighting along Bell Road, including the lights on the Bell Road Bridge and the traffic signals at US 60/Grand Avenue/Bell Road and 134th Avenue/Bell Road. The City will be responsible for the electrical costs associated with the street lighting and sidewalk lighting along Bell Road, landscaping controllers and valves, and the traffic signals at US 60 (Grand Avenue)/Bell Road and 134th

Avenue/Bell Road. The City will indemnify the State for any negligent act of the City which results in liability and arises after, and out of, the City's performance of the IGA.

Objective Analysis:

The improvements for this project provides roadways, lighting and landscaping for the City's public system. This action will accept the right-of-way (abandoned by ADOT) and maintenance responsibility of the infrastructure constructed by ADOT.

Policy Compliant:

This action item is policy compliant.

Financial Impact:

The acceptance of right-of-way increases the City's asset base and adds to future maintenance commitments. The total acceptance value of the right-of-way included with this item is \$521,404. The total estimated annual costs associated with the maintenance as described in Exhibit B are \$15,000. The financial responsibility for the maintenance of the project area will shift to the city in March 2017.

Budget Impact:

Funding for right-of-way maintenance is included in street maintenance operational budget. The maintenance costs associated with this item will be absorbed within the current budget for FY2017. The anticipated incremental additional maintenance expense associated with the acceptance of the right-of-way will be incorporated in future budgets.

FTE Impact:

There is no FTE impact with this item.

ATTACHMENTS:

Click to download

- ☐ [RESOLUTION 2017-27](#)
 - ☐ [Exhibit A](#)
 - ☐ [Exhibit B](#)
 - ☐ [Acceptance Memo](#)
 - ☐ [IGA](#)
-

RESOLUTION # 2017-27

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT) FOR RIGHT-OF-WAY ABANDONMENT AND MAINTENANCE ASSOCIATED WITH THE US60 AND BELL ROAD TRAFFIC INTERCHANGE.

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to designate the responsibilities and activities associated with ongoing maintenance for the US60 and Bell Road Traffic Interchange; and

WHEREAS, the IGA delineates the Right-of-Way to be abandoned by the State to the City; and

WHEREAS, the IGA identifies both shared ADOT and City maintenance areas, and City-only maintenance areas;

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

Section 1. The Intergovernmental Agreement between the City of Surprise and ADOT, attached as Attachment A, is approved.

Section 2. The Mayor, or her designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE STATE OF ARIZONA, DEPARTMENT
OF TRANSPORTATION

RIGHT-OF-WAY EXHIBIT

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	REC. DWGS.
9	ARIZ.	060-B-NFA			
60 MA 142					

ADOT CONSTRUCTION PROJECT 060-B-NFA/060 MA 142 H8485 01C
US 60 (GRAND AVENUE) BELL ROAD TRAFFIC INTERCHANGE
APRIL 2016

THIS EXHIBIT DEFINES THE RIGHT-OF-WAY THAT WILL BE
ABANDONED TO THE CITY OF SURPRISE.

APN	ADOT Parcel	Owner	Sheet No.	ADOT R/W to City of Surprise		
				Area (SF)	Appraised \$/SF	Value
501-17-933	7-11799	Target Corporation	2 of 3	498	\$4.98	\$2,480
501-17-943	7-11801	Chick-Fil-A, Inc.	2 of 3	515	\$7.62	\$3,924
501-18-522	7-11802	Phoenix Newspapers, Inc.	2 of 3	1,429	\$10.25	\$14,647
501-18-523	7-11803	City of Surprise	3 of 3	1,320	\$7.05	\$9,306
503-66-010F	7-11804	Boyce Sorensen ET UX	3 of 3	376	\$11.25	\$4,230
503-66-050	7-11808	Surprise Towne Center Holdings, LLC	2 of 3	2,133	\$8.00	\$17,064
503-66-056	7-11811	State of Arizona R/W Operations Sec	3 of 3	4,689	\$9.50	\$44,546
503-66-053	7-11897	Surprise TC II Holdings, LLC	2 of 3	111	\$28.83	\$3,200
503-66-777	7-11900	Dysart Bell Property Investors, LLC	3 of 3	13,699	\$8.48	\$116,168
503-66-784	7-11900	Dysart Bell Property Investors, LLC	3 of 3	5,910	\$8.48	\$50,117
503-66-782	7-11900	Dysart Bell Property Investors, LLC	3 of 3	30,156	\$8.48	\$255,723
Totals				60,836		\$521,404

EXHIBIT A

		NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION ROADWAY DESIGN SERVICES US 60 (GRAND AVE) BELL RD TI RIGHT-OF-WAY EXHIBIT		
DESIGN		J. ROBERTS	07/16			
DRAWN		J. ROBERTS	07/16			
CHECKED		R. HOOKEY	07/16			
TRANSPORTATION				SHEET	1 OF 3	
AECOM TECHNICAL SERVICES, Inc. 7750 N. 19th St. Suite 100 Phoenix, Arizona 85020 T 602.371.1100		www.aecom.com				
ROUTE	LOCATION					
US 60	US 60 (GRAND AVE) BELL RD TI					
TRACS NO. H8485 01C		060-B-NFA				

DATE-	LOCATION-	REVISIONS-	FINISHED PLANS-	SURVEY NO.	DATE-	LOCATION-	REVISIONS-	FINISHED PLANS-	SURVEY NO.
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F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	REC. DWGS.
9	ARIZ.	060-B-NFA			

60 MA 142

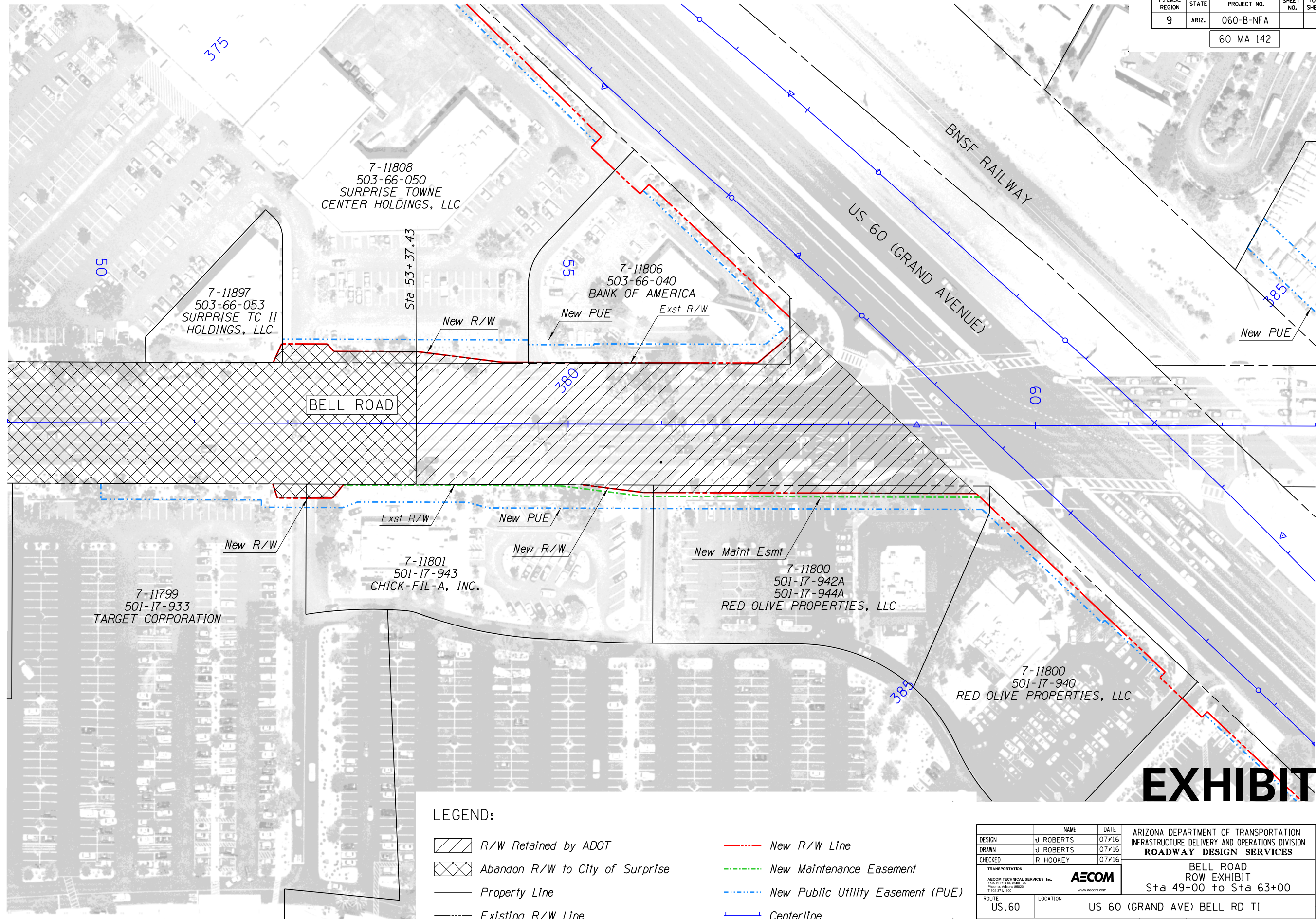


EXHIBIT A

LEGEND:

- R/W Retained by ADOT
- Abandon R/W to City of Surprise
- Property Line
- Existing R/W Line
- New R/W Line
- New Maintenance Easement
- New Public Utility Easement (PUE)
- Centerline

		NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION ROADWAY DESIGN SERVICES		BELL ROAD ROW EXHIBIT Sta 49+00 to Sta 63+00	SHEET	
DESIGN	J ROBERTS	07/16						
DRAWN	J ROBERTS	07/16						
CHECKED	R HOOKEY	07/16						
TRANSPORTATION								
AECOM TECHNICAL SERVICES, Inc. AECOM 7750 N 19th St, Suite 100 Phoenix, Arizona 85016 T 602.371.1100 www.aecom.com								
ROUTE		LOCATION		US 60 (GRAND AVE) BELL RD TI				
US.60								
TRACS NO. H8485 OIC				060-B-NFA		2 OF 3		

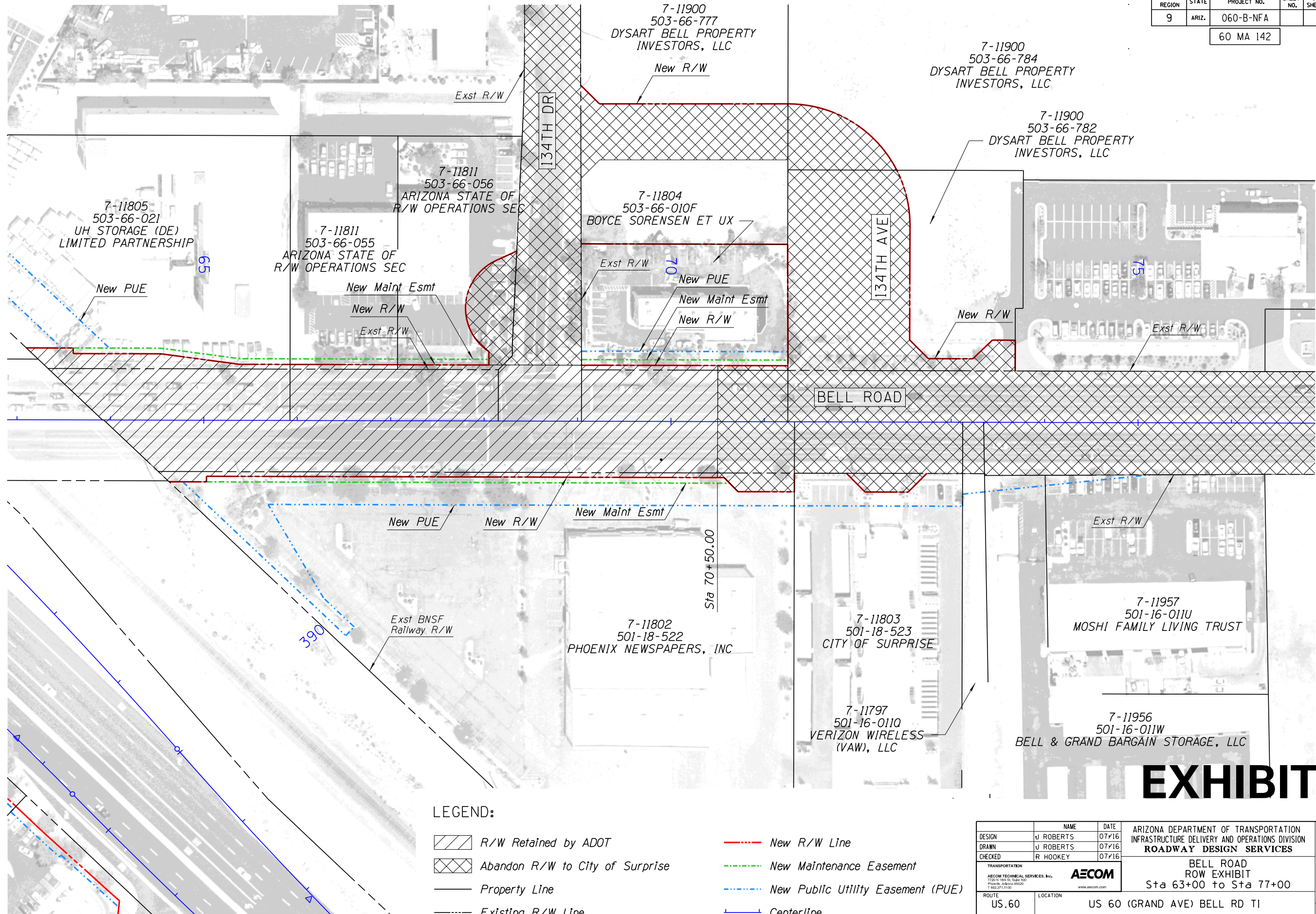
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F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	REC. DWGS.
9	ARIZ.	060-B-NFA			

60 MA 142



LEGEND:

- R/W Retained by ADOT
- Abandon R/W to City of Surprise
- Property Line
- Existing R/W Line
- New R/W Line
- New Maintenance Easement
- New Public Utility Easement (PUE)
- Centerline

EXHIBIT A

		NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION ROADWAY DESIGN SERVICES		SHEET 3 OF 3
DESIGN	J ROBERTS		07/16			
DRAWN	J ROBERTS		07/16			
CHECKED	R HOOKEY		07/16			
TRANSPORTATION				BELL ROAD ROW EXHIBIT Sta 63+00 to Sta 77+00		
AECOM TECHNICAL SERVICES, Inc. 7750 N 19th St, Suite 100 Phoenix, AZ 85016 T 602.371.1100 AECOM www.aecom.com						
ROUTE		LOCATION				
US.60		US 60 (GRAND AVE) BELL RD TI				
TRACS NO. H8485 01C				060-B-NFA		

7/22/2016

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DATE-

LOCATION-

REVISIONS-

FINISHED PLANS-

SURVEY NO.

DATE-

LOCATION-

REVISIONS-

FINISHED PLANS-

SURVEY NO.

MAINTENANCE EXHIBIT

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	REC. DWGS.
9	ARIZ.	060-B-NFA			
60 MA 142					

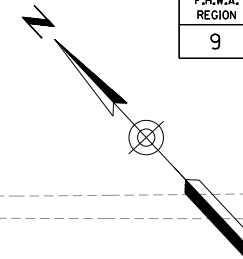
ADOT CONSTRUCTION PROJECT 060-B-NFA/060 MA 142 H8485 01C
US 60 (GRAND AVENUE) BELL ROAD TRAFFIC INTERCHANGE
APRIL 2016

THIS EXHIBIT DEFINES THE AREAS OF MAINTENANCE RESPONSIBILITY FOR THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SURPRISE. THE AREAS AND SPECIFIC ITEMS FOR MAINTENANCE RESPONSIBILITY ARE SUMMARIZED IN THE FOLLOWING MATRIX.

ROADWAY CORRIDOR	ADOT	CITY OF SURPRISE
US 60 (Grand Avenue) US 60 (Grand Avenue) Entrance and Exit Ramps To/From Bell Road	Roadway Pavement, Curbs, Gutters and Barriers Drainage Systems Handrails Retaining Walls Roadway Signing Traffic Signals, Controllers, Conduit and Wiring at: Towne Center Drive and Bell Grande Drive Pavement Markings Street Lighting, Conduit and Wiring Sweeping/Litter Removal on Roadway Surfaces Graffiti Removal (Walls)	Sidewalks Landscape Plant Material/Inert Ground Cover/Irrigation Systems Weed Control in Landscaped Areas, Inert Ground Cover Areas, and Median Pavers Litter Removal in Landscaped Areas, Inert Ground Cover Areas, and on Sidewalks Median Pavers
Shared Maintenance Areas On: Bell Road	Roadway Pavement, Curbs, Gutters and Barriers Bridge Structures Retaining Walls Roadway Signing Underdeck Lighting Over US 60 and BNSF Railroad Pedestrian Fencing	Traffic Signals, Controllers, Conduit, Wiring and Signs at US 60/Bell Road Drainage Systems Pavement Markings Street Lighting, Conduit and Wiring Sidewalks Landscape Plant Material/Inert Ground Cover/Irrigation Systems Weed Control Sidewalk Lighting, Conduit and Wiring Median Pavers Sweeping/Litter Removal Aesthetic Treatments on Bridge Fence Graffiti Removal (Walls)
City Maintenance Areas On: Bell Road 134th Drive 134th Avenue	Retaining Walls	Roadway Pavement, Curbs and Gutters Drainage Systems Handrails 134 th Avenue Retention Basin Roadway Signing Traffic Signals, Controllers, Conduit, Wiring and Signs at 134 th Avenue Pavement Markings Street Lighting, Conduit and Wiring Sidewalks Landscape Plant Material/Inert Ground Cover/Irrigation Systems Weed Control Median Pavers Sweeping/Litter Removal

EXHIBIT B

	NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION ROADWAY DESIGN SERVICES	US 60 (GRAND AVE) BELL RD TI MAINTENANCE EXHIBIT
DESIGN	J ROBERTS	10/16		
DRAWN	J ROBERTS	10/16		
CHECKED	R HOOKEY	10/16		
TRANSPORTATION AECOM TECHNICAL SERVICES, Inc. 7750 N. 19th St. Suite 100 Phoenix, Arizona 85020 T 602.371.1100 www.aecom.com				
ROUTE	LOCATION			SHEET
US 60	US 60 (GRAND AVE) BELL RD TI			
TRACS NO. H8485 01C			060-B-NFA	1 OF 7

60 MA 142

Exst BNSF
Railway R/W

360

365

Exst BNSF
Railway R/W

US 60 (Grand Ave)

 $Exst\ R/W/$

New R/W

North Litchfield Rd

Towne Center Dr

LEGEND:



ADOT and City of Surprise
Shared Maintenance Area

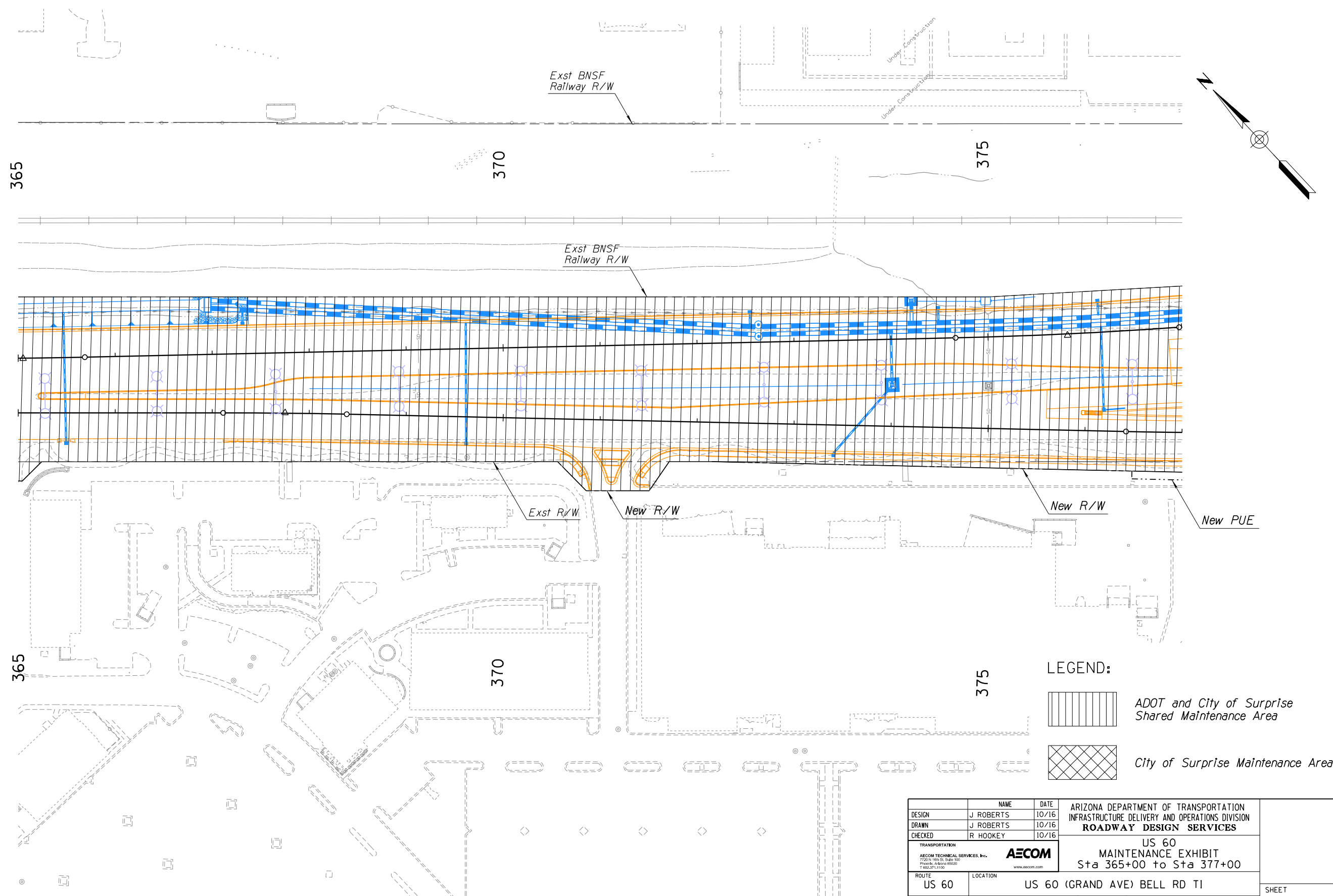


City of Surprise Maintenance Area

		NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION ROADWAY DESIGN SERVICES	
DESIGN	J ROBERTS	10/16	US 60 MAINTENANCE EXHIBIT Sta 357+00 to Sta 365+00		
DRAWN	J ROBERTS	10/16			
CHECKED	R HOOKEY	10/16			
TRANSPORTATION				AECOM TECHNICAL SERVICES, Inc. 7720 N 18th St, Suite 100 Phoenix, Arizona 85020 T 602.371.1100 www.aecom.com	
ROUTE	LOCATION				
US 60	US 60 (GRAND AVE) BELL RD TI		SHEET		
TRACS NO. H8485 01C			060-B-NFA		2 OF 7

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	REC. DWGS.
9	ARIZ.	060-B-NFA			

60 MA 142



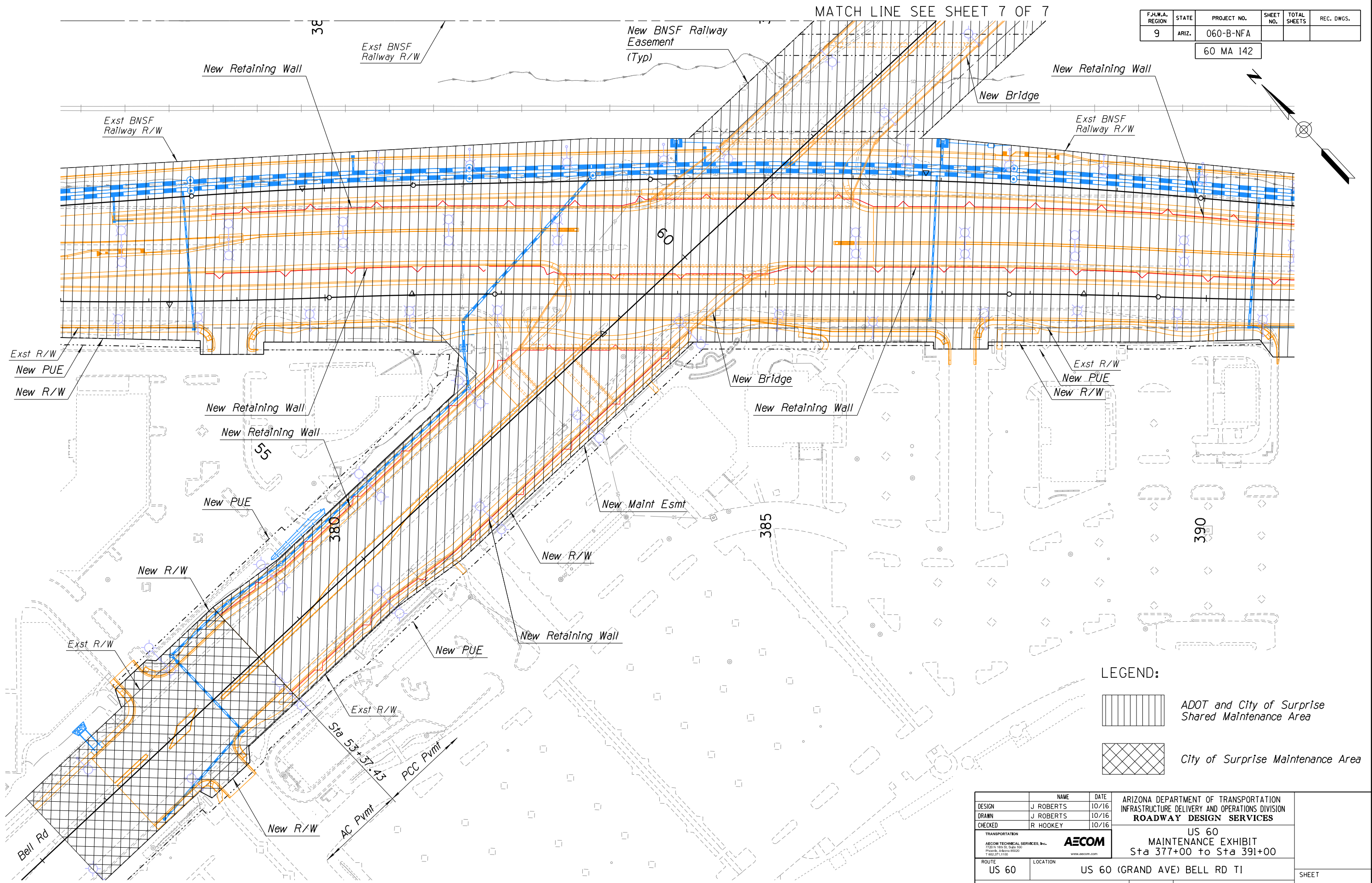
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DESIGN	J ROBERTS		10/16		
DRAWN	J ROBERTS		10/16		
CHECKED	R HOOKEY		10/16		
TRANSPORTATION					
AECOM TECHNICAL SERVICES, Inc. 7700 N. 19th St. Suite 100 Phoenix, AZ 85016 T 602.371.1100 www.aecom.com				AECOM	
ROUTE US 60		LOCATION US 60 (GRAND AVE) BELL RD TI		SHEET	
TRACS NO. H8485 OIC				060-B-NFA	3 OF 7

10/18/2016

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DATE: LOCATION: REVISIONS: FINISHED PLANS: SURVEY NO. DATE: LOCATION: REVISIONS: FINISHED PLANS: SURVEY NO.



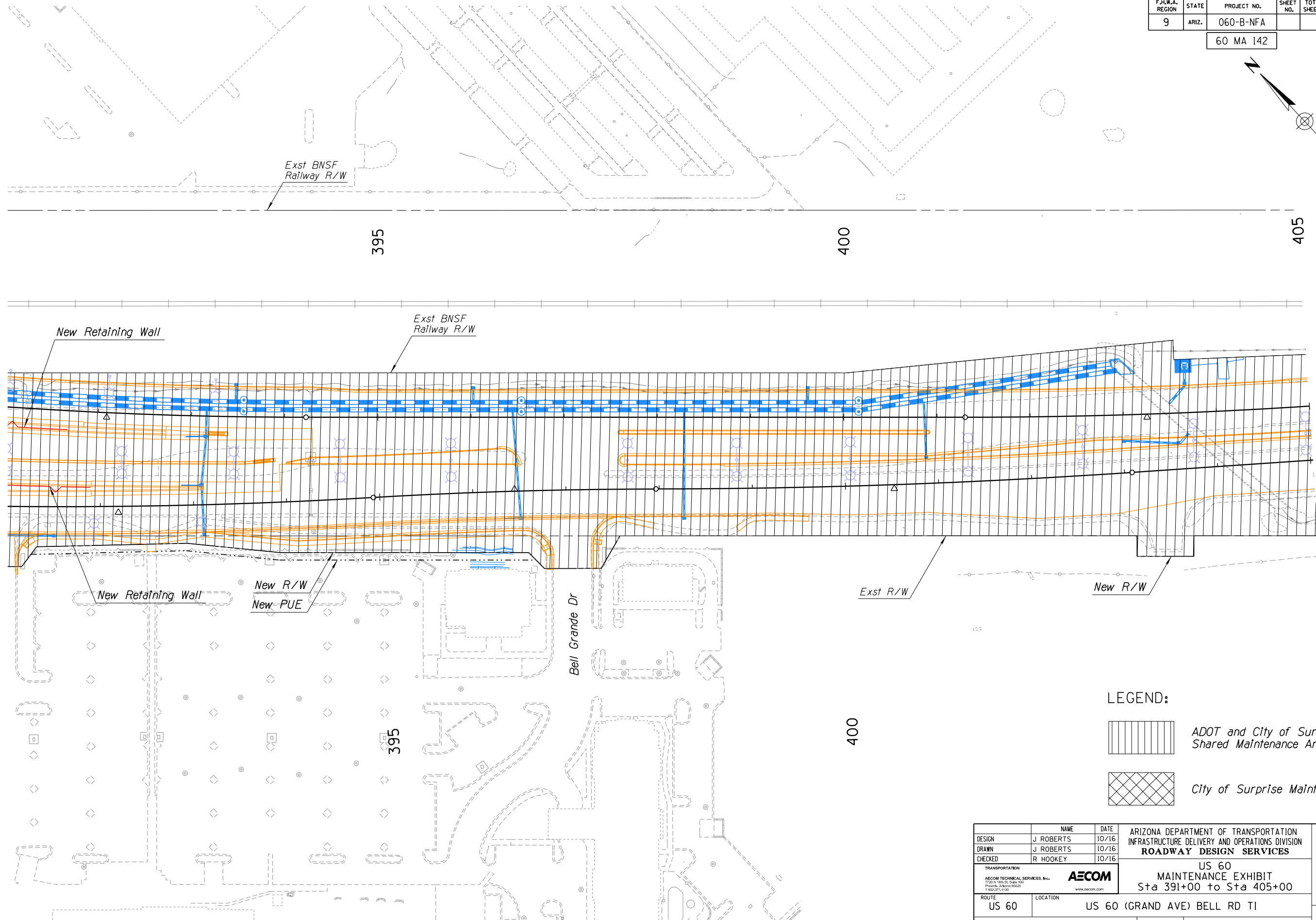
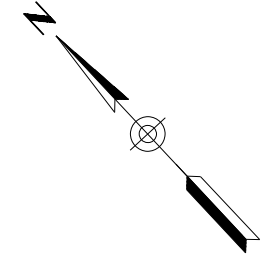
F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	REC. DWGS.
9	ARIZ.	060-B-NFA			

60 MA 142

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DRAWN		J ROBERTS	10/16			
CHECKED		R HOOKEY	10/16			
TRANSPORTATION		AECOM WWW.AECOM.COM				
AECOM TECHNICAL SERVICES, Inc. 7700 N. 19th St, Suite 100 Phoenix, Arizona 85028 (602) 971-1150						
ROUTE		LOCATION		SHEET		
US 60		US 60 (GRAND AVE) BELL RD TI				
TRACS NO. H8485 OIC				060-B-NFA		4 OF 7

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	REC. DWGS.
9	ARIZ.	060-B-NFA			

60 MA 142



LEGEND:



ADOT and City of Surprise Shared Maintenance Area

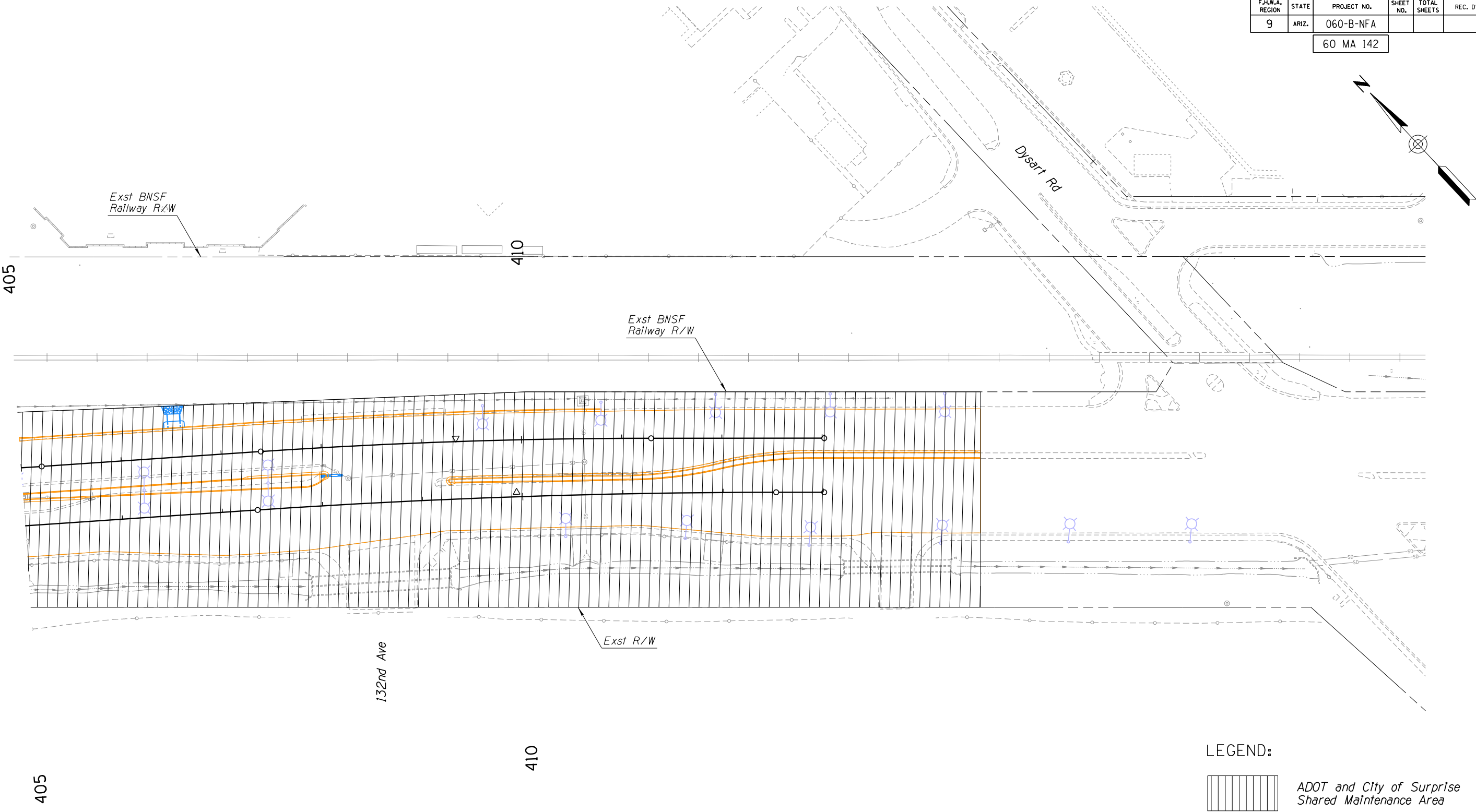


City of Surprise Maintenance Area

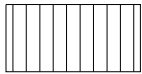
		NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION ROADWAY DESIGN SERVICES US 60 MAINTENANCE EXHIBIT Sta 391+00 to Sta 405+00
DESIGN		J ROBERTS	10/16	
DRAWN		J ROBERTS	10/16	
CHECKED		R HOOKEY	10/16	
TRANSPORTATION				AECOM AECOM TECHNICAL SERVICES, Inc. 7720 N 19th St, Suite 100 Phoenix, AZ 85028 T 602.271.1100 www.aecom.com
ROUTE		LOCATION		
US 60		US 60 (GRAND AVE) BELL RD TI		
TRACS NO. H8485 OIC		060-B-NFA		SHEET 5 OF 7

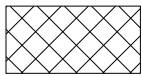
F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	REC. DWGS.
9	ARIZ.	060-B-NFA			

60 MA 142



LEGEND:

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ADOT and City of Surprise
Shared Maintenance Area
- 

City of Surprise Maintenance Area

		NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION ROADWAY DESIGN SERVICES US 60 MAINTENANCE EXHIBIT Sta 405+00 to Sta 413+00	
DESIGN		J ROBERTS	10/16		
DRAWN		J ROBERTS	10/16		
CHECKED		R HOOKEY	10/16		
TRANSPORTATION AECOM TECHNICAL SERVICES, Inc. 7750 N 19th St, Suite 100 Phoenix, AZ 85024-1100 Phone: 602.371.1100				AECOM www.aecom.com	
ROUTE US 60		LOCATION US 60 (GRAND AVE) BELL RD TI			
				SHEET 6 OF 7	
TRACS NO. H8485 OIC				060-B-NFA	



Public Works Department
Engineering Division
16000 North Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6000

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 03/23/2017
Re: Right-of-Way located on Grand Ave (US 60) and Bell Rd Interchange

Engineering is required to review and approve costs for public areas.

With the execution of the IGA/JPA 15-0005437-I through Resolution #2017-27, the State will abandon ownership of right-of-way to the City of Surprise. The right-of-way abandoned to the city is approximately 60,836 square feet along US 60 (Grand Ave) and Bell Rd interchange.

- The fair market value for the acquired right-of-way is valued at \$521,404.

ADOT CAR No.: IGA /JPA 15-0005437-I
AG Contract No.: P001 2016 0002264
Project Location/Name: Bell Road TI
Section: Design and construct new TI
Federal-aid No.: 060-B(212)T
ADOT Project No.: H8485 01D 01C
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF SURPRISE

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State”) and the CITY OF SURPRISE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are collectively referred to as “Parties”.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.
3. It is to the mutual benefit of the State and the City to enter into an agreement specifying their respective operation and maintenance responsibilities concerning the State’s highway routes which are encompassed within the City’s system of streets and which form necessary and convenient links into the State highway system.
4. The State will construct a grade separated crossing of US 60, with Bell Road elevated over US 60 and the Burlington Northern Santa Fe (BNSF) Railway, (the ‘Project’). It has been mutually agreed to by both Parties that the paint colors selected for this Project are (1) Base Color: Wood Ash CL 2854D – Bridge Girders, Piers, Pier Caps, Barrier and MSE Walls; (2) Accent Color: Koala Bear 5355A – Bridge Fence, Rails, Posts, and Mesh; (3) Accent Color: Blue Agave Leaf/Stigma CL 3026D – Aesthetic Metals Leaves on Bridge Fence; (4) Accent Color: Eggplant 5945N - Aesthetic Metal Arch, Flower Stocks, and Diamond Pattern on Bridge Fence. All metal surfaces will have a “Gloss” finish; all concrete surfaces will have a “Flat” finish. The State will by Resolution, bring

into the State system the necessary rights-of-way needed for the Project. After final acceptance of the Project, the State will abandon ownership, jurisdiction, and maintenance responsibilities of the right-of-way outside of the State's access control to the City as delineated in Exhibit A, attached and made part of this Agreement. The City agrees to waive Arizona Revised Statutes § 28-7209.

5. The Parties will perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.
6. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

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

II. SCOPE OF WORK

1. The State will:
 - a. Procure a Design-Build Team to design and construct the Project and incorporate comments from the City as appropriate.
 - b. Purchase the additional right-of-way, public utility easements, maintenance easements, temporary right-of-entry easements and temporary construction easement needed for the project.
 - c. Upon FHWA approval, proceed to advertise for, receive and open bids subject to the concurrence of the FHWA. The State will enter into a contract(s) with a contractor(s) to whom the award is made for the design and construction of the Project. Administer contracts(s) for the Project and make all payments to the contractor(s).
 - d. Be granted, without cost requirements (except for new right-of-way), the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.
 - e. Issue, per established procedures of the State's Central District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work to be provided by the City within the State's rights-of-way. Process any other Encroachment Permits that may be needed to work within the State's right-of-way to effectively meet the obligations set forth for the City in this Agreement. The State agrees all activities that are reasonably required to be performed by the City under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.
 - f. Be responsible for the maintenance and operation of Bell Road and US 60 (Grand Avenue), as depicted in Exhibit B. This maintenance includes power for the street lighting along US 60 (Grand Avenue), underdeck lighting for US 60 and BNSF, and the traffic signals at US 60/Towne Center Drive and at US 60/Bell Grande Drive.

- g. Be responsible for maintaining the structural integrity of the bridge, pier columns, MSE retaining walls, pedestrian fencing, and railing where applicable.
- h. Be responsible for maintaining graffiti removal using the base (standard) paint within the State's right-of-way.
- i. After signing and execution of this Agreement, by Resolution of the State's Transportation Board, bring into the State system the necessary rights-of-way needed for the Project.
- j. After final acceptance of the Project, with approval by Resolution of the State's Transportation Board, abandon and transfer ownership, jurisdiction, and maintenance responsibilities of the areas outside of the State's right-of-way to the City as defined in Exhibits A and B.
- k. After acceptance by the City of ownership, jurisdiction, and maintenance responsibilities, as defined in Exhibits A and B, be granted continued right of entry approval to access crossroads as necessary to perform landscape establishment and/or right-of-way monumentation.

2. The City will:

- a. Review the design documents required for construction of the Project and provide comments to the State as appropriate.
- b. Not permit or allow any encroachments upon or private use of the public right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- c. Grant to the State, its agents and/or contractors, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, including without limitation, temporary construction easements or temporary rights of entry on, to and over City rights-of-way.
- d. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.
- e. Request and maintain, per established procedures of the State's Central District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Agree to obtain separate permits for any new construction and/or installations in accordance with the Central District established procedures. The City agrees all activities performed by the City under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

- f. Be responsible for the maintenance of Bell Road and US 60 (Grand Avenue) as depicted in Exhibit B. Authorize and pay for or waive any water development fees, operate and maintain water supply to the landscape areas.
- g. Operate the street lighting and sidewalk lighting along Bell Road, including the lights on the Bell Road Bridge and the traffic signals at US 60 (Grand Avenue)/Bell Road and 134th Avenue/Bell Road.
- h. Be responsible for the electrical costs associated with the street lighting and sidewalk lighting along Bell Road, landscaping controllers and valves, and the traffic signals at US 60 (Grand Avenue)/Bell Road and 134th Avenue/Bell Road.
- i. Be responsible for maintaining all median street pavers located along US60 (Grand Avenue) between Litchfield Road and Dysart Road, including the removal of any weeds, undesirable grasses, or litter, graffiti abatement, erosion repairs, furnishing and applying insecticide/herbicide sprays, minimizing dust to combat diseases and other pests.
- j. Be responsible for maintaining the bridge aesthetics (i.e. metal agave leaf, flower stocks, arch and diamond pattern) that are mounted on the bridge fence and barrier wall which include refreshing the accent paint, graffiti removal, replacement or repairs in case of damage.
- k. Waive the requirements of Arizona Revised Statutes Section § 28-7209.
- l. After final acceptance of the Project by the State and approval by Resolution of the State's Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of the areas as defined in Exhibits A and B, not including the bridges, retaining walls, and Portland Cement Concrete Pavement limits from Station 53-37.43 to 70+50.00.
- m. After acceptance of ownership, jurisdiction, and maintenance responsibilities, continue to grant the State, its agents and/or contractors, without cost, right of entry approval to access crossroads, to perform landscape establishment and/or right-of-way monumentation.

III. MISCELLANEOUS PROVISIONS

- 1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and the abandonment of the right-of- way outside the State's control of access by State Transportation Board Resolution. All maintenance obligations contained herein shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon 30 days written notice to the other Party. It is further understood and agreed that, in the event City cancels this Agreement, the State shall have no other obligation to continue with the Project.
- 2. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred

to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement by the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement. The City's obligations pursuant to this paragraph shall not commence until the City begins its maintenance obligations pursuant to Recital 4.

3. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
4. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
5. The cost of the Project under this Agreement includes indirect costs approved by the FHWA, as applicable.
6. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
7. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
9. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If

funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.
14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.
15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended. Notwithstanding any City ordinance to the contrary, the parties agree that the City is responsible for all maintenance of the area described in Exhibit B attached hereto.
16. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Surprise
Attn: Public Works Director
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Phone (623) 222-1000
Fax (623) 222-1021

For Project Administration:

Arizona Department of Transportation
Project Management Group
1611 W Jackson Street
Phoenix, Arizona 85007
(602) 712-8695

City of Surprise
Public Works Director
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Phone (623) 222-1000
Fax (623) 222-1021

For Finance Administration:

Arizona Department of Transportation
Project Management Group
1611 W Jackson Street
Phoenix, Arizona 85007
(602) 712-8695

City of Surprise
Attn: Lindsey Duncan
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Phone (623) 222-3645

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

CITY OF SURPRISE

STATE OF ARIZONA

Department of Transportation

By _____
SHARON WOLCOTT
Mayor

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
SHERRY AGUILAR
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF SURPRISE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SURPRISE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____.

City Attorney



CITY OF SURPRISE
Regular City Council Meeting

April 4, 2017 @ 6:00:00 PM

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Council Meeting Date:	April 4, 2017	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	☒ x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the meeting minutes of March 21, 2017 Regular City Council Work Session and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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

Tuesday, March 21, 2017 @ 04:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 04:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, March 21, 2017**. Also in attendance with Mayor Wolcott were Vice Mayor Tande, Council Member Winters, Council Member Hayden, Council Member Williams, Council Member Remley, and Council Member Hall.

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

Pledge of Allegiance

Call to the Public

Shawn Smith - Dog licensing through Maricopa County currently. Possibly the City would like to look into this to keep the fees here in Surprise. Would like to see the license fees stay here in the City of Surprise.

Regular Agenda Item - Non-Public Hearing

1 – Presentation and discussion by the 56 FW Commander, Brigadier General Brook Leonard, pertaining to an update on activities at Luke Air Force Base (AFB)
- NO ACTION

Paul Bernardo introduced Commander, Brigadier General Brook Leonard.

Commander, Brigadier General Brook Leonard gave a presentation and video that highlighted the history of LAFB - 56th Fighter Wing Heritage, shared mission vision and beliefs.

Regular City Council Work Session Minutes – March 21, 2017 – Page 2

Council Member Winters - Welcome to your new command and to the City Council Meeting.

2 – Discussion and presentation pertaining to the fiscal year 2018 budget - NO ACTION

Finance Director, Lindsey Duncan and Assistant Finance Director, Jared Askelson gave a powerpoint presentation and overview of the 2018 budget process.

Council Member Winters - Who does the prioritization for this list? Concerned about station 304 being low on the list.

Council Member Williams - As we look at this list, it's hard to prioritize without looking to Chief Young and Chief Abbott to find out what they need. What on the list is needs we have now, and which ones are for future planning?

Vice Mayor Tande - Timing on recommendations? Public safety logistics center?

Mr. Askelson - commented on 1st phase warehouse project.

Mayor Wolcott - Development Impact Fees, we have already seen the ceiling, when will we see the basement? I see a lot of cities getting rid of impact fees, they are just not reliable.

Council Member Remley - Fire stations 304 & 308 at the bottom, kind of surprised that the property and training facilities are the top needs of CIP. In some ways I feel that this is a wish list and we don't have the cash to do this. What is really pressing today that we need to keep on our radar today. Then we need to have a plan for as we grow, we have a list of priorities.

Mr. Askelson - Explained the remodel projects for projects 3 & 4, need for ambulance storage.

Transportation Improvements - An overview of projected projects (10 Projects proposed).

Council Member Winters - Why is the 163rd Avenue projects at the bottom of the list?

Karl Zook - We do have the development coming in with infrastructure coming in for the northern segments.

Regular City Council Work Session Minutes – March 21, 2017 – Page 3

Vice Mayor Tande - 5, 6 & 7 projects - How do we improve the safety for our residents along these roads?

Council Member Williams - 5, 6 & 7 - Those are giant strip projects, 3 miles of roadway, huge projects. How are we going to fund these? Improve intersections, etc.

Parks & Recreation - 10 projects on the priority list - There was a master plan approved with this list.

Council Member Williams - Sticker shock, over 100 million dollars.

Vice Mayor Tande - Agreed, there isn't enough money to fund these projects, but we will need to prioritize. I would like to see a performing arts center for the future.

Council Member Hall - A lot of these projects will have to go out to the voters, there is no way to fund these right now. I like this presentation, you guys did a great job, but hard to anticipate the numbers at this point. We need to plan efficiently.

Council Member Winters - Really happy on the recreation list that the 8 acre park is not on this list thanks to Council approving at the last meeting.

General Government - 10 projects on the priority list.

Vice Mayor Tande - Impact fees for public works yard, are they at risk for timing out?

Mr. Askelson - Yes January 1, 2020, or refund.

Council Member Remley - Do we have a number of the impact fees scheduled to expire? Could you get back to us with the numbers?

Council Member Remley - Expiring fees on the public works yard, do they have to be expended by January 1, 2020?

Water Utility Capital Improvement Projects - 8 projects on the priority list.

Council Member Hall - EPCOR, where are you talking about?

Mr. Lowe clarified.

Council Member Hall - These projects are not calendarized yet, correct?

Mr. Lowe clarified, each project has a timeline.

Regular City Council Work Session Minutes – March 21, 2017 – Page 4

Mayor Wolcott - Clearly when you look at a list like this, there are so many things going on in order to keep us working as a City, it's a very big number. It is our job as Council to help staff prioritize. I appreciate the Council to dream big but to also be realistic.

Vice Mayor Tande - Curious, these are the items that made it on the priority list. How much of the list didn't make it to the list? CRS listed everything on their master plan, so many things did not make this list. Also utilities and transportation items.

Council Member Remley - We created a stormwater utility this last year, but was to be self-sustaining to operate going forward. Would this be funded by the Enterprise Funds just created?

The budget calendar was reviewed.

Council Member Williams – asked for construction sales tax slide clarification.

Mr. Askelson explained the changes.

Executive Session

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Work Session at 5:52 PM. Council Member Williams seconded the motion. Seven yes votes, motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

Regular City Council Work Session Minutes – March 21, 2017 – Page 5

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 21, 2017**.

Sherry Ann Aguilar, City Clerk

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

Tuesday, March 21, 2017 @ 06:10 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:10 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, March 21, 2017**. Also in attendance with Mayor Wolcott were Vice Mayor Tande, Council Member Winters, Council Member Hayden, Council Member Williams, Council Member Remley, and Council Member Hall.

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

Pledge of Allegiance

Proclamation and Community Acknowledgements

City Manager Report

Presentation recognizing the student winners of the Friends of the Surprise Libraries annual spring bookmark contest.

City Attorney Report

City Clerk Report

Call to the Public

Martin Rankin - 163rd Road conditions, Jomax to south of CAP, nothing in the budget presentation. Issue with 163rd Avenue, the City use to resurface and it hasn't been done in the last 14 years there are serious pothole situations. Several people attended a meeting on March 9th, frustrated residents, and it seems the City doesn't even remember that we are in the City. He referred to other roadways in the area and Fire truck that got stuck for 30 minutes.

Regular City Council Meeting Minutes – March 21, 2017 – Page 2

Tammy Bayne - Presented photos and a printout of the road issues at 163rd Avenue area, and a signed petition.

Bill Schoentrup - A retired vet and firefighter and lives off of Dale Lane at 163rd Avenue. It is so bad that the fire truck and a school bus got stuck. Had to call in another school bus to pick up the kids on a different street, it's not safe for our residents. We had a meeting with Council Member Winters and Mike Gent and were told that the legal department said we do not have the right of ways and we are limited.

Tom Michael - Lives on Dale Lane and 163rd Avenue. Presented documents, first one from 1988 prior to the City annexing our area stating that Surprise would pave 163rd Avenue, provide fire and police protection, can't recall last time an Officer was in the area. City Council approval dated November 9, 2000 on Saguaro Acres area, approval by Council to take 165th Avenue into the City street system. The City would build and maintain from Dale Lane to Dixiletta Road, it's a wreck. A petition for paving 166th Avenue, January 9, 2001, states that the legal owners agree to give right of way and they all did this.

Mayor Wolcott - asked residents to provide copies of documentation and have the City Manager set up a meeting with Council Member Winters and myself to discuss these issues.

Consent Agenda

1 – Consideration and action on the meeting minutes of March 7, 2017 Regular City Council Work Session and Regular City Council Meeting and February 6, 2017 Special Council Meeting Retreat - APPROVED

2 – Consideration and action a FY2017 budget amendment by reallocating appropriations and an actual transfer of funds associated with the Dewatering Centrifuge Project in the amount of \$1,288,600; Resolution # 2017-30 - APPROVED

3 – Consideration and action pertaining to the Arts & Cultural Advisory Commission's recommendation for the City to adopt the Public Art Policies and Procedures Guide - APPROVED

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

City Attorney Wingo commented that a correction was made to item #3 adding a section to the policy that was inadvertently left out.

Regular City Council Meeting Minutes – March 21, 2017 – Page 3

Regular Agenda Item - Public Hearing

4 – Public Hearing on the results of the Biennial Audit Engagement required by Section 106-61 of the City of Surprise Municipal Code and A.R.S. 9-463.05 (G)(2) - NO ACTION

Assistant Finance Director, Andrea Davis reported on the Biennial Audit Engagement, the audit is required every two years.

No public comments were made.

5 – Consideration and action item regarding a Minor General Plan Amendment to the General Plan 2035 land use map from Office and Commerce to an Employment designation for the area generally located at the northeast corner of Bell Road and Grand Avenue - APPROVED

City Planner Wingard reported on the General Plan Amendment for this project and the rezone of the property.

No public comments were made.

Council Member Remley made the motion to approve Resolution 2017-26. Council Member Williams seconded the motion. Seven yes votes, motion carried.

6 – Consideration and action on an Ordinance rezoning property generally located on the northeast corner of Bell Road and Grand Avenue, from Regional Commercial (CR/C3) to Industrial General (IG/I2); Ordinance # 2017-09 - APPROVED

No public comments were made.

Council Member Williams made the motion to approve Ordinance 2017-09. Council Member Tande seconded the motion. Seven yes votes, motion carried.

Mayor Wolcott - this is an exciting project that you've brought to the city, thank you.

Other Business

Mayor/Council Report

Mayor and Council attended and/or reported on the events and meetings.

Executive Session

Regular City Council Meeting Minutes – March 21, 2017 – Page 4

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Meeting of March 21, 2017 at 7:10 PM. Council Member Tande seconded the motion. Seven yes votes, motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, March 21, 2017.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

April 4, 2017 @ 6:00:00 PM

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Council Meeting Date: April 4, 2017

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: 6

Staff Recommendations: None

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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

Motion:

I move to approve a request by Applicant, Andrea Lewkowitz for Acquisition of Control for an existing liquor license for Digiplex Surprise 14 IMAX located at 13649 N. Litchfield Road, Surprise, AZ. 85379 (License # 07070183 - Acquisition of Control).

Background:

This request is of a routine nature when management changes within corporations, therefore an Acquisition of Control needs to be approved by the City Council. There are no concerns received on this request.

Objective Analysis:

Policy Compliant:

Liquor Licenses are mandated by Arizona State Law.

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

April 4, 2017 @ 6:00:00 PM

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Council Meeting Date:	April 4, 2017	Contact Person:	Tom Abbott, Fire Chief
Submitting Department:	Fire	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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

Motion:

I move to approve Resolution # 2017-25.

Background:

The Surprise Fire-Medical Department (SFMD) previously adopted the electronic filing of fire code compliance inspection fee as part of the Comprehensive Citywide Fee Schedule in the fall of 2016. This minor fee increase is to cover overhead costs for technology, infrastructure improvements and minimum wage increases the vendor has incurred with recent legislative changes. This will be a one-time increase with no additional increases in the foreseeable future.

Objective Analysis:

This is a necessary program managed by a third party inspection company to assist the department in various compliance and safety initiatives citywide.

Policy Compliant:

This request is compliant with all City policies. The requisite notices and publication have been concluded pursuant to ARS 9-499.15.

Financial Impact:

There is no financial impact to the City as this fee is paid directly to a third party.

Budget Impact:

This item has no budget impact. Appropriation for SFMD staff to review the electronic records provided by this third party is included as part of the department's General Fund budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [Combined Public Notice 013017](#)
 - ☐ [Price adjustment](#)
 - ☐ [Resolution 2017-25 032117](#)
-

Notice of Fire Code Compliance Fee Increase

Pursuant to Arizona Revised Statutes (A.R.S) § 9-499.15 notice is hereby given that the City of Surprise intends to discuss and take action to increase the electronic filing - Fire Code Compliance fee at the Regular City Council Meeting on **Tuesday, April 4th, 2017** at 6:00 p.m. at the Surprise City Council Chambers, 16000 N. Civic Center Plaza Surprise, AZ 85374. A schedule of the proposed fee including the amount of the fee and a written report or data that supports the fee is available on the City's website located at <https://www.surpriseaz.gov/> and at the City Clerk's Office, 16000 N. Civic Center Plaza Surprise, AZ 85374.

	Current Amount	Proposed Amount	
Electronic Filing – Fire Code Compliance Fees	\$10.00	\$12.00	Per inspection

Financial Justification

Pursuant to the Agreement between the City of Surprise, Arizona and Brycer, LLC, dated May 15, 2015, and as amended by the Contract Amendment dated October 19, 2015, the City has procured the following from Brycer, LLC:

- Customer Service
- Inspection, Testing & Maintenance Reporting
- Notification Services
- Analytics Services
- Hosting & Security Service
- Contractor Support

With regard to Inspection, Testing & Maintenance Reporting, Brycer, LLC has a proprietary, customized, secure and revolutionary web-based application, The Compliance Engine (TCE) that tracks and maintains all life-safety inspection testing and maintenance reports completed for properties located within the City of Surprise.

Brycer, LLC charges a fee to third party inspection companies when reports for various life safety systems (fire alarm systems, automatic sprinkler systems, commercial hood cleaning, commercial hood suppression system, standpipe system, active smoke control system, special suppression (clean agent), private hydrant system, fire pump, emergency generator, foam system) are uploaded to TCE. At the discretion of the third party inspection company, this fee may be passed through to business owners who have contracted with them for an inspection service. The current fee for third party report uploads to TCE is \$10 per file. The Surprise Fire-Medical Department received a letter dated January 24th, 2017 from Brycer, LLC indicating that the TCE fee is increasing from \$10 to \$12 "to ensure the continued investment in our technology and services to best serve our customer's needs".

The services provided by Brycer, LLC, specifically TCE, are of high value to the Surprise Fire-Medical Department. Ultimately, the services provided by Brycer, LLC allow the Fire-Medical Department to make strategic decisions and increase the safety of the community.

Additional information may be obtained by contacting Tom Abbott, Fire Chief at (623) 222-5000.



4355 Weaver Parkway
Suite 330
Warrenville, IL 60555

January 24, 2017

Dear Chief Espie,

Please accept this letter as notification of a slight rate adjustment for The Compliance Engine, **effective March 1, 2017**. The modification in price will be from \$10 to \$12.

The purpose for this increase is to ensure the continued investment in our technology and services to best serve our customer's needs. This is the first price increase in six years and as our service offering has increased, so too has the cost associated with supporting our customers. It is our goal to keep the price point reasonable while delivering the best service to the marketplace.

Should you have any questions regarding our services, please contact us at 855-279-2371 or support@mybrycer.com. Our Customer service team will be happy to help you. Thank you for continued support, we are dedicated to maintaining the superior standard of our technology, services and delivering 100% compliance on fire protection systems.

Sincerely,

Matthew B. Rice
President

RESOLUTION # 2017-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, INCREASING THE ELECTRONIC FILING FIRE CODE COMPLIANCE FEE.

WHEREAS, the International Fire Code is adopted by Surprise City Code Section 105-19;

WHEREAS, the International Fire Code Section 901.6.2 requires that records of all system inspections, tests, and maintenance required by the referenced standards which are performed by a third party shall be provided to and then maintained by the City;

WHEREAS, the City of Surprise has previously determined and still believes the most efficient and user friendly way to collect this information is by using Brycer, LLC software that requires the customer to make a direct payment of a fee to Brycer, LLC to electronically file evidence of code compliance initiatives;

WHEREAS, Brycer, LLC, is implementing an increase to the electronic filing fee related to providing this service which increase will allow the recovery of increased operational costs;

WHEREAS, per the City of Surprise Comprehensive Financial Management Policies adopted by Council Resolution # 2016-81 on June 21, 2016, user fees and charges will be examined periodically;

WHEREAS, the citywide comprehensive fee schedule was adopted by Council on December 6, 2016 via Resolution # 2016-92; and

WHEREAS, the City of Surprise also wishes to update the comprehensive citywide fee schedule with this revised fee.

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

Section 1. The maximum filing fee that may be charged by a third party vendor for accepting, uploading, and transmitting to the Fire-Medical Department one of the following annual or semi-annual inspection reports is hereby increased from \$10.00 per report to \$12.00 per report: automatic fire sprinkler system, fire alarm system, commercial hood cleaning, standpipe, fire extinguisher, active smoke control systems, fire pump, emergency generator, private hydrant system, special suppression system, and commercial kitchen hood suppression system..

Section 2. The revised electronic filing fire code compliance fee as identified in *Exhibit A* shall become effective on and after April 4, 2017.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-25
Exhibit A

	Current Amount	Proposed Amount	
Electronic Filing- Fire Code Compliance	\$ 10.00	\$12.00	Per Inspection



CITY OF SURPRISE
Regular City Council Meeting

April 4, 2017 @ 6:00:00 PM

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

Council Meeting Date:	April 4, 2017	Contact Person:	Tom Abbott, Fire Chief
Submitting Department:	Fire	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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

Motion:

I move to approve Resolution #2017-32.

Background:

This Resolution is to approve the Neighborhood State Farm Grant in the amount of \$500 and also set the budget authority for this grant in the Fire Department's Crisis Response supply line budget. Additionally, this amendment will decrease a previously approved Governor's Office of Highway Safety (GOHS) grant by \$12,600 and return those funds to the grant contingency fund. These funds are being returned because the grant award ended up being less than the application amount and current grant appropriation. Lastly, this amendment is increasing the Community Paramedicine Vitalyst Grant by \$4,000 in personnel funding as the previously approved amount was based on estimates for this regional grant at the time of application. This \$4,000 will bring the grant appropriation to the final awarded amount.

Objective Analysis:

This amendment aligns with City policies, promotes City Council's strategic goals as well as the values and vision of the Surprise Fire-Medical Department. Making these amendments to the grants follows sound financial practices.

Policy Compliant:

This request is compliant with all city policies.

Financial Impact:

Council approval will allow the budget appropriation to be adjusted to match the actual grant awards for the following grants: \$500 in new grant funding for the State Farm Good Neighbor Grant, increase the

Community Paramedicine Vitalyst Grant by \$4,000 to match the grant award of \$24,000, and decrease the GOHS DUI Training Grant by \$12,600 to match the grant award of \$8,400.

Budget Impact:

This action reallocates appropriations from within the Grant Fund in the amount of \$500 from contingency to the State Farm Good Neighbor Grant, \$4,000 from contingency to the Community Paramedicine Vitalyst Grant, and \$12,600 from the GOHS DUI Training Grant to contingency to match the actual grant awards. The appropriate amendments will also be completed to the respective grant revenue lines. These amendments will be done without exceeding the approved total annual budget for FY2017.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

Click to download

- ☐ [Letter from Stater Farm](#)
- ☐ [Res 2017-32 State Farm Good Neighbor](#)
- ☐ [Community Paramedicine IGA Executed](#)

P.O. Box 8559
Princeton, New Jersey 08543-8559
(866) 604-5480 Toll-Free
(609) 799-8019 Fax
www.easymatch.com/statefarmgive



February 7, 2017

RECEIVED FEB 14 2017

Battalion Chief
Surprise Fire-Medical Department
14250 W. Statler Plaza
Ste. 101
Surprise, Arizona 85374 United States

Reference ID: 165C033057

Dear Battalion Chief:

We have received a request for a Good Neighbor Grant for the volunteer service(s) you received from our associate(s). The Internal Revenue Service requires that proof of tax deductible status be on file at this office for every organization that is a recipient of the State Farm Companies Foundation Good Neighbor Grant® Program.

If you are a government agency:

Public schools and other government agencies qualify for tax exemption under Internal Revenue Code section 115 and do not have to have a 501(c)(3) exemption as long as the purpose of the donation is limited to charitable purposes. Such public agencies should submit a statement, on the exempt agency's letterhead, identifying themselves as a public agency. For example: Woodville School is part of the Northshore School District.

If you are a member of an exempt group:

Many national organizations, for example the U.S. Catholic Conference, have a tax exemption that applies to all of the members of their group. If you are a member of an exempt group, we need a copy of the group's 501(c)(3) letter and proof that your organization is a member of the group. Acceptable proof of membership includes a letter from the group's national headquarters stating that your organization is part of the group or a copy of the page of the group's official directory that lists your organization.

In all other cases:

Your organization must have a letter from the Federal Internal Revenue Service that states the organization meets the requirements as a charitable organization and qualifies as tax exempt under section 501(c)(3) of the Internal Revenue Code.

We also need a brief copy of your organization's mission statement.

We will not be able to complete the processing of your request until we receive this information. We apologize for any inconvenience this may have caused and hope you understand our need to comply fully with the program guidelines. Please contact us if you have any questions.

Sincerely,

State Farm Companies Foundation Good Neighbor Grant® Program

P.O. Box 8559
Princeton, New Jersey 08543-8559
(866) 604-5480 Toll-Free
(609) 799-8019 Fax
www.easymatch.com/statefarmgive



March 3, 2017

RECEIVED MAR 14 2017

Battalion Chief
Surprise Fire-Medical Department
14250 W. Statler Plaza
Ste. 101
Surprise, Arizona 85374 United States

Reference ID: 165M10021582

Dear Battalion Chief:

The State Farm Companies Foundation Good Neighbor Grant® Program has received a request from Dan Goodman for a grant to your organization via our internet application site. Our program provides \$500 grants to qualifying organizations where State Farm associates volunteer 40 or more hours per year.

Please review the information below, make any necessary corrections, sign and return it. If you feel, for any reason, your organization isn't eligible for this Good Neighbor Grant®, please provide an explanation in the space provided. (We are not able to complete the processing of this request until this confirmation is returned. You may either respond by mail or fax to the address or number shown on this letterhead.)

Payments for Good Neighbor Grant® Program are made quarterly as outlined in our guidelines and will be made payable to, as well as sent directly to, Surprise Fire-Medical Department.

Best wishes to you for your organization's continued success. Please call us if you have any questions.

Sincerely,

State Farm Companies Foundation Good Neighbor Grant® Program

I confirm that the volunteer services, as described below, have been performed and that Surprise Fire-Medical Department is a tax-exempt public charity as described in section 501(c)(3) of the U.S. Internal Revenue Code or is a state or local government agency that exists exclusively for public purposes. I further confirm that no direct, tangible benefit will accrue to the donor, any member of his/her family, or to any direct third party as a result of this gift and that it will be used to support the primary objective of Surprise Fire-Medical Department. I certify that the information provided is accurate and this organization is an eligible organization to the best of my knowledge. Organizations that participate in the Good Neighbor Grant Program are subject to all program rules and guidelines, as well as the Internal Revenue Service's regulations.

Donor Name: Dan Goodman

Gift Date: January 1, 2016

Donor Address: 5350 North 16th St. Suite 100, Phoenix, AZ 85016-3213

Description of Volunteer Services:

Crisis Response

Volunteer Hours: 50

I have read the Matching Gift Program guidelines ☒ Yes ☐ No

_____ If gift is NOT eligible for a grant, please check and indicate the reason:

Signed: _____

Date: 3/16/17

Printed Name: _____

Title: Financial Mgmt Analyst Sr.

State Farm Companies Foundation Good Neighbor Grant® Program; Reference ID: 165M10021582

RESOLUTION # 2017-32

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$500 FROM GRANT FUND CONTINGENCY TO STATE FARM GOOD NEIGHBOR GRANT COMMUNITY SUPPLIES, APPROPRIATIONS OF \$4,000 FROM CONTINGENCY TO FY2017 COMMUNITY PARAMEDICINE GRANT PERSONNEL, AND \$12,600 FROM GOHS FIRE DUI TRAINING GRANT PERSONNEL TO CONTINGENCY WITHIN THE GRANT FUND.

WHEREAS, the FY2017 budget was adopted included funding for Fire-Medical Department employee salaries, overtime and line supplies;

WHEREAS, the State Farm Insurance Company has offered the Surprise Fire-Medical Department (SFMD) a grant in the amount of \$500 to purchase line supplies for its Crisis Response (CR) program;

WHEREAS, SFMD applied for a grant in the amount of \$20,000 from the Governor's Office of Highway Safety (GOHS) and included this amount in the FY2017 budget;

WHEREAS, GOHS awarded SFMD the grant, but in an amount that was \$12,600 less than was applied for and included in the FY2017 budget;

WHEREAS, SFMD and four other community partners applied for and received a grant from the Community Paramedicine Vitalyst Grant;

WHEREAS, the authorization to receive the grant and the budget adjustment, which was based upon preliminary financial estimates, were included in Resolution 2016-84, adopted on June 7, 2016; and

WHEREAS, the final budget for the Community Paramedicine Vitalyst Grant is providing an additional \$4,000 to the City of Surprise.

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

WHEREAS, these actions will necessitate budget amendments; and

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-32
Exhibit A

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

Fund, Category, Program/Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Grant Fund, Personnel, Good Neighbor Grant	\$0	\$500	\$500
Grant Fund, Personnel, FY17 Community Paramedicine	\$16,000	\$4,000	\$20,000
Grant Fund, Personnel, FY17 GOHS Fire DUI Training	\$21,000	(\$12,600)	\$8,400
Grant Fund, Contingency, General Operations	\$17,524,400	\$8,100	\$17,532,500
	<u>\$17,561,400</u>	<u>\$0</u>	<u>\$17,561,400</u>
Grant Fund, Grant Revenue, Good Neighbor Grant	\$0	\$500	\$500
Grant Fund, Grant Revenue, FY17 Community Paramedicine	\$20,000	\$4,000	\$24,000
Grant Fund, Federal Grant Revenue, FY17 GOHS Fire DUI Training	\$21,000	(\$12,600)	\$8,400
Grant Fund, Grant Revenue, General Operations	\$11,752,100	\$8,100	\$11,760,200
	<u>\$11,793,100</u>	<u>\$0</u>	<u>\$11,793,100</u>

The fund changes are as follows:

- The amendment reallocates appropriations in the Grants and Contingency Fund in the amount of \$8,100 for the purpose of adjusting various grants to have current and updated budget authorities without exceeding the approved total annual budget for FY2017.

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

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this 23rd day of May, 2016.

CITY OF GOODYEAR

By: Brian Dalka

Its: CITY MANAGER

Date: May 24, 20 16

Attest: Jane Brungardt
for City Clerk

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

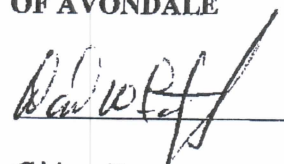
Sarah Chilton for

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this 6 day of June, 2016.

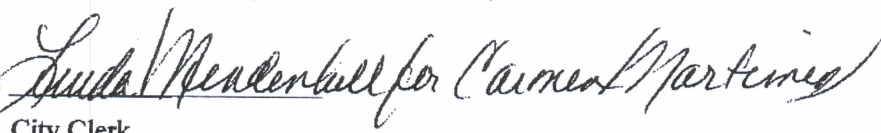
CITY OF AVONDALE

By: 

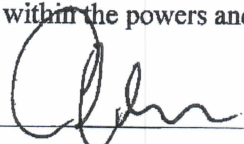
Its: City Manager

Date: 6/7/16

Attest:


City Clerk

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


City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this 17th day of May, 2016.

CITY OF PEORIA

By: Cathy Carlat

Its: Cathy Carlat, Mayor

Date: 5-19-2016

Attest:

Linda DeBao
for City Clerk



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

Stephen J. Bong

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this 7 day of June, 2016.

CITY OF SURPRISE

By: Shawn R. Wolcott

Its: Mayor

Date: 6-7-2016

Attest: Sherry A. G.
City Clerk

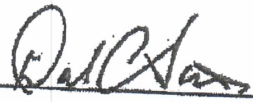
In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and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

[Signature]
City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this 17th day of May, 2016.

SUN CITY FIRE DISTRICT

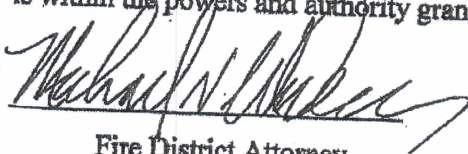
By:  David Scott

Its: Chairman of the Board

Date: May 17, 2016

Attest: 
Clerk of the Board

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


Fire District Attorney



CITY OF SURPRISE
Regular City Council Meeting

April 4, 2017 @ 6:00:00 PM

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Council Meeting Date: April 4, 2017

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Internal

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

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

Motion:

I move to approve appointing Patrick Duffy to fill a vacancy on the Municipal Property Corporation with a term expiration of June 30, 2021 and Sally Wilson-Johnson to fill a vacancy on the Arts & Cultural Advisory Commission to complete the remainder of a term ended on June 30, 2019 due to resignation.

Background:

The Selection Committee met on Tuesday, March 28, 2017 and recommended the above listed applicants to fill both vacancies. This request is of a routine nature and follows City Code regarding Board/Commission replacement process.

Objective Analysis:

Policy Compliant:

Follows City Code and is compliant.

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

- ☐ [Sally Wilson-Johnson redacted application](#)
 - ☐ [Patrick Duffy redacted application](#)
-

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



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Sally Wilson-Johnson Date Submitted: March 21, 2017



Resident of Surprise: X Yes No Number of Years: 3.5

Board/Commission(s) you are applying for? Arts & Cultural Advisory Commission

Education: University of Houston, BBA - Entrepreneurship w/International Cultural Studies
and Political Structures; Mediation and Negotiation - Profession Certificate;
Crisis Management in Public Administration and Corporations.

EMPLOYMENT BACKGROUND:

Present Employer/Position: N/A

Previous Employer(s)/Position (Last 5 Years): Audimation Services, Inc. - 2006 - 2012

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates): Active supporter of all media in the Arts. Studied classical ballet (12 years);
formerly patron member of Houston Museum of Fine Arts, Houston Symphony and Houston Ballet;
active volunteer in school arts and theater programs. Coupled with my business career in various industries
- hospitality, education, community affairs and executive administration. I have also been an active volunteer
in primary and secondary school districts and served as a school board member in a rural district in New York State.
Strong Public Speaker.

(Continued on Reverse Side)

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

No

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

I have only been a resident of Surprise for a few years and have watched as this city has really taken wings embracing the community as one. Even through the downturn, Surprise has grown into an amazing place to live for all age groups and demographics. It is clear this city and the people who work and volunteer in Surprise care deeply for all of the residents and families and want to see it grow not into just a city but a community. I have lived in many places around the globe and have never had the opportunity to contribute at a grass roots level to a growing city such as Surprise. I would be honored to bring my skills and ideas to support the mission and goals of Surprise.

Additional Information/Comments:

I would be happy to provide my resume and or any additional information you need. I look forward to meeting with you to discuss the position on the Arts and Cultural Advisory Commission.

Thank you for your consideration.

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



Applicant's Signature

Please return to:

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

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

Tues. 3-28-17 ~~4:45~~ 4:00 P.M.

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

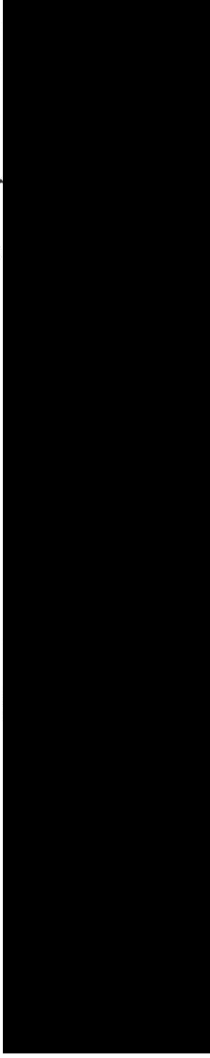
3/10/17 - *AS*



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Patrick Duffy Date Submitted: 03/10/17



Resident of Surprise: ☒ Yes ☐ No Number of Years: 8

Board/Commission(s) you are applying for? Municipal Property Corporation Board

Education: B.A. Political Science (Arizona State University)

EMPLOYMENT BACKGROUND:

Present Employer/Position: Merrill Lynch Financial Advisor

City of Surprise Youth Sports Recreation leader 3

Previous Employer(s)/Position (Last 5 Years): Raymond James

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

Play for 1st every year with Phoenix Line

(Continued on Reverse Side)

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

No

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

I have a great love and respect for this city and find it to be a great place for people of all ages. I have gained alot from being here and I really want to give back. I also want to be a part of the cities growth and direction so my children can grow up and prosper in this great city

Additional Information/Comments:

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



Applicant's Signature

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

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



CITY OF SURPRISE
Regular City Council Meeting

April 4, 2017 @ 6:00:00 PM

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Council Meeting Date:	April 4, 2017	Contact Person:	Terry Lowe, Director, Water Resource Management Department
Submitting Department:	Water Resource	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion on the Central Arizona Project (CAP) and Water in Arizona.

Motion:

Discussion only.

Background:

A large portion of Surprise's renewable water supply is from the Colorado River system which is delivered by the Central Arizona Project (CAP). CAP Board President, Lisa Atkins, will be presenting an update on the status of the Colorado River system, CAP, and water in Arizona to Mayor and Council.

Objective Analysis:

N/A.

Policy Compliant:

N/A.

Financial Impact:

None at this time. However, the Central Arizona Project is a key source of water within the City of Surprise and should future shortages take effect, the City may see financial impacts to the Water Operations Fund.

Budget Impact:

The FY2017 adopted budget includes a total of \$1.79M within the Water Operations Fund for CAP recharge of the City's existing water allocation. This amount does not include potential increases

associated with shortages.

FTE Impact:

The number of full time equivalents (FTE) is not impacted by this item.

ATTACHMENTS:

Click to download

☐ [CAP & Water in Arizona Presentation](#)

Central Arizona Project and Water in Arizona

Lisa Atkins
CAP Board President

April 4, 2017



YOUR WATER. YOUR FUTURE.

Central Arizona Project



336-mile aqueduct stretches from Lake Havasu to Tucson

14 pumping plants lift water nearly 3,000 feet

8 siphons, 3 tunnels

Lake Pleasant/New Waddell Dam

Annually delivers approx. 520 billion gallons (1.6 mill acre-feet)

Delivery of Colorado River water began in 1985 in Maricopa County

Construction complete in 1993

CAP and the Economy

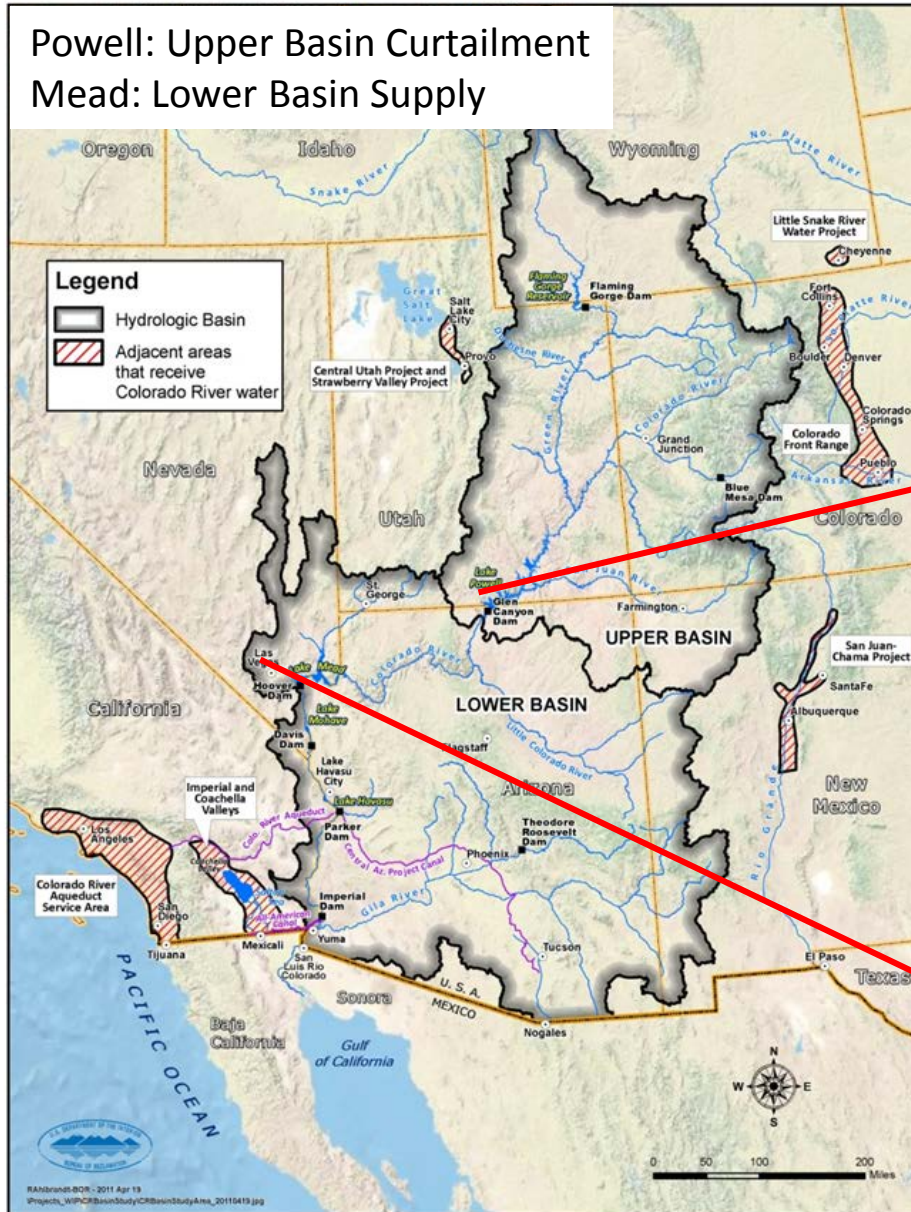
In recent years, CAP deliveries have generated:

- in excess of \$1 Trillion (\$1,090,000,000,000) of Arizona's gross state product
- \$100 billion per year, which is 1/3 of Arizona's entire gross state product.
- in 2010, more than 1.6 million job-years (ASU, 2014).



Significant Reservoirs

Powell: Upper Basin Curtailment
Mead: Lower Basin Supply



Lake Powell (Glen Canyon Dam)



Lake Mead (Hoover Dam)

Colorado River Shortage

- Shortage is a reduction of Colorado River water to users and is declared by the Secretary of the Department of Interior based on the water elevation of Lake Mead.
- Shortage is declared in August based on projected January lake levels and take force in January for the new year.
- Lake Mead elevations have been declining steadily in the past 15 years.
- What's causing the decline in Lake Mead?
 - 16-years of drought
 - Overallocation of the system or “structural deficit”

Lower Basin Water Allocation

Lower Basin (AZ, CA, NV + Mex.)	9.6 MAF
Lake Mead evaporation losses:	<u>0.6 MAF</u>

Average Inflow:	9.0 MAF
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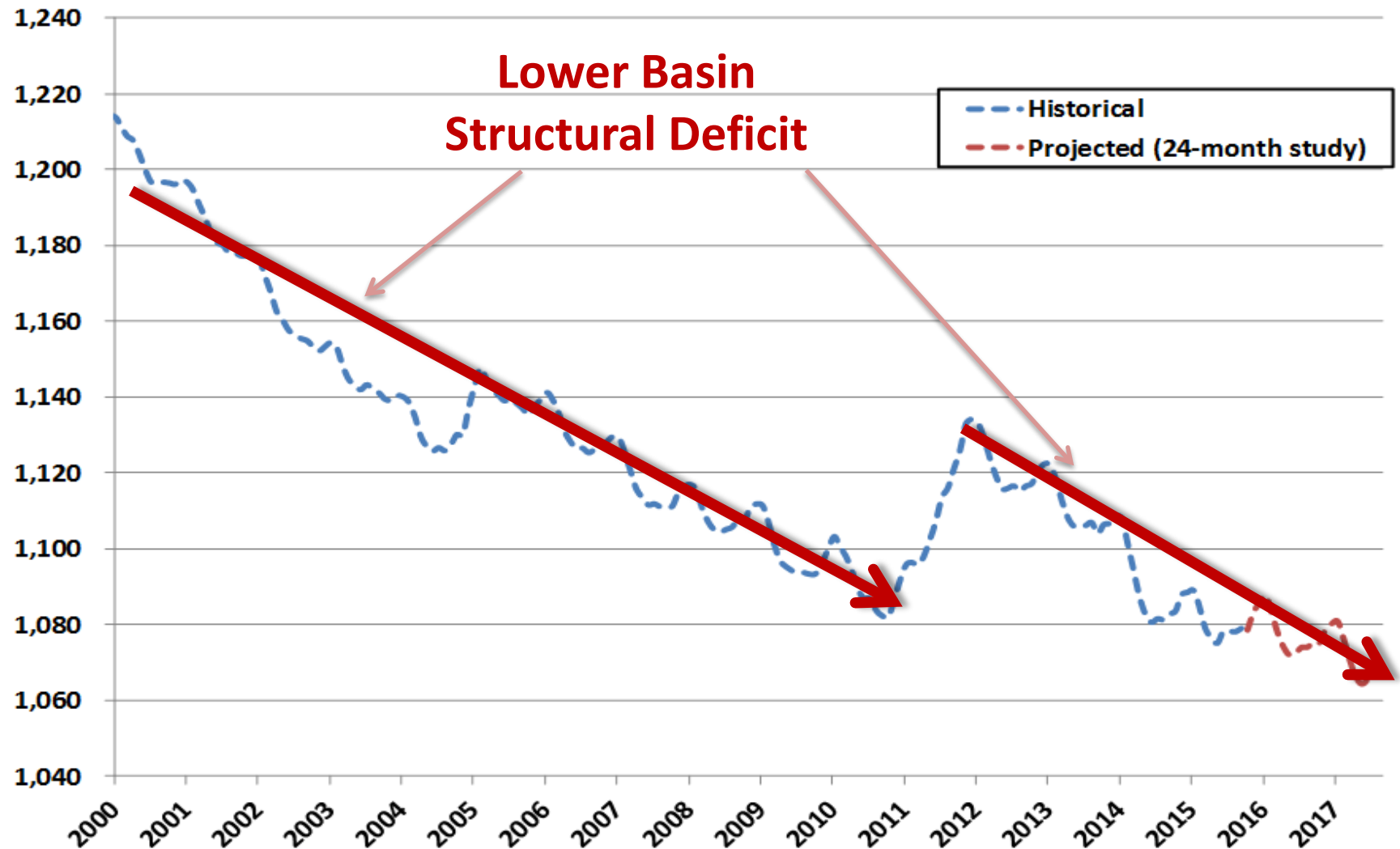
Structural Deficit:	<u>1.2 MAF</u>
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Given basic apportionments in the Lower Basin, the allotment in Mexico, and an 8.23 MAF from Lake Powell, Lake Mead storage declines about 12 feet each year.

Lake Mead Elevation

Lake Mead End of Month Elevation (ft)

**Lower Basin
Structural Deficit**



Impacts of the Structural Deficit

- Results in a decline of 12+ feet in Lake Mead every year when releases from Lake Powell are “normal” (8.23 million acre-feet, MAF)
- Results in a decline of 4 feet in Lake Mead every year when releases from Lake Powell are “balancing” (9.0 MAF)
- Drives Lower Basin to shortage
- CAP forced to bear obligations of others
- Evaporation and other system losses
- Lower Basin’s half of Mexican Treaty obligation

Current Status: Lower Basin Shortage

Lake Mead is at elevation
1084 feet = 40% capacity

- 2017 – No shortage
- 2018 – **34%** probability
- **2019** – **30%** probability
- 2020 – **29%** probability



Shortage – 2007 Agreement

- Arizona and Nevada share Lower Basin shortages under a 2007 agreement among the states.
- Mexico voluntarily agreed to accept reductions in its deliveries at the same elevations.

Lake Mead Elevation	Arizona Reduction	Nevada Reduction	Mexico Reduction
1075'	320,000 AF	13,000 AF	50,000 AF
1050'	400,000 AF	17,000 AF	70,000 AF
1025'	480,000 AF	20,000 AF	125,000 AF

No additional reductions to California under the 2007 Guidelines.

Lower Basin Drought Contingency Plan (DCP)

- DCP is an “insurance policy” to provide more certainty and greater protection of Colorado River supplies.
- DCP process led by the Bureau of Reclamation and the Lower Basin States built on the initial progress in the pilot projects.
- DCP process has identified key concepts outlining additional proposed reductions to “bend the curve” in the decline of Lake Mead.



CAGR D Origins

1988 - ADWR issued Draft AWS rules

- Severely restricted use of groundwater
- Increasingly stringent over time
- Strongly objected to by development interests

1993 - Arizona Legislature created CAGR D

- Replenishment authority and responsibility placed on CAWCD

1995 - ADWR adopted Final AWS rules

CAGRD's Role and Relationship

CAGRD enables Assured Water Supply (AWS) for many landowners, cities, towns and water companies that:

- Have no CAP allocations
- Have insufficient CAP allocations
- Lack direct access to their CAP allocation

Replenishment makes groundwater use consistent with the AMA management goal

- Meets one of the five requirements for demonstrating an AWS

CAWCD and CAGRD have the same service area boundaries

CAGRD members pay CAWCD's 10-cent and 4-cent property taxes

CAGRD constituents are a subset of CAWCD constituents

Campaign to *Protect Lake Mead*

“Protect Lake Mead” is CAP’s educational campaign to raise public awareness about Arizona’s Colorado River water supply, especially as it relates to the water conditions at Lake Mead.

Venues:

- Website
- Spokesperson
- PLM alerts
- TV placement
- Social media



www.ProtectLakeMead.com

@ProtectLakeMead



CAP

CENTRAL ARIZONA PROJECT

YOUR WATER. YOUR FUTURE.

**PROTECT
LAKE MEAD**



www.cap-az.com

www.ProtectLakeMead.com

www.cagrd.com



CITY OF SURPRISE
Regular City Council Meeting

April 4, 2017 @ 6:00:00 PM

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Council Meeting Date:	April 4, 2017	Contact Person:	Robert Wingo, City Attorney
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

[Click to download](#)

No Attachments Available