



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

Tuesday, February 11, 2014 @ 6:00 PM

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- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Invocation
- E. City Manager Report:
- F. City Attorney Report:
- G. Regular City Council Meeting Agenda:

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.

**Consent Agenda:**

- |                       |                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                             |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| *#1 District 1        | <a href="#"><u>Consideration and action on Resolution # 2014-17, a resolution of the Mayor and Council of the City of Surprise, Arizona, approving an amended final plat, entitled “Surprise Farms Phase 3, Parcel 2,” located generally at the southeast corner of Surprise Farms Loop North and 183rd Avenue within the Surprise Farms PAD (Planned Area Development).</u></a> | Approve<br>Jeff<br>Mihelich,<br>Assistant<br>City<br>Manager                                |
| *#2 District Citywide | <a href="#"><u>Consideration and action to approve resolution No. 2014-12 amending the fiscal year 2014 budget and authorizing the reallocation of \$39,600 from contingency to services for the Net Premium Fund to bring total available to \$50,000 as contractually obligated for projects as requested by the Texas Rangers and the Kansas City Royals.</u></a>             | No Action<br>Mark A.<br>Coronado,<br>Community<br>and<br>Recreation<br>Services<br>Director |
| *#3 District Citywide | <a href="#"><u>Consideration and action on the minutes of January 21, 2014 Special City Council Work Session; Special City Council Meeting and January 28, 2014 Regular City Council Meeting.</u></a>                                                                                                                                                                            | Approve<br>Sherry Ann<br>Aguilar,<br>City Clerk                                             |

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

- |                      |                                                                                   |         |
|----------------------|-----------------------------------------------------------------------------------|---------|
| #4 District Citywide | <a href="#"><u>Consideration and action to appoint Zenia Martinez, Taylor</u></a> | Approve |
|----------------------|-----------------------------------------------------------------------------------|---------|

Sipos and Elona Iljazi to the Teen Advisory Commission with term expirations of February 11, 2015.

Mark A.  
Coronado,  
CRS  
Director

#5 District 1

Consideration and action on Resolution 2014-15 authorizing the City Manager to approve an Intergovernmental Agreement between the City of Surprise and the Flood Control District of Maricopa County for the drainage improvements at Martin Acres.

Approve  
Dick  
McKinley,  
Public  
Works  
Department

#### H. Call To The Public:

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

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

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

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

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

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

#### I. Other Business and Future Agenda Items:

#### J. Mayor/Council Reports:

#### K. Executive Session:

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

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or

- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

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

L. Adjournment:

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SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Feb. 6, 2014 at 4:00 p.m.

**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

February 11, 2014 @ 6:00:00 PM

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|                        |                   |                 |                                       |
|------------------------|-------------------|-----------------|---------------------------------------|
| Council Meeting Date:  | February 11, 2014 | Contact Person: | Jeff Mihelich, Assistant City Manager |
| Submitting Department: | CD                | District:       | 1                                     |
| Staff Recommendations: | Approve           |                 |                                       |

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

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**Agenda Wording:**

Consideration and action on Resolution # 2014-17, a resolution of the Mayor and Council of the City of Surprise, Arizona, approving an amended final plat, entitled "Surprise Farms Phase 3, Parcel 2," located generally at the southeast corner of Surprise Farms Loop North and 183rd Avenue within the Surprise Farms PAD (Planned Area Development).

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**Motion:**

I move to approve Resolution # 2014-17.

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**Background:**

The applicant is requesting an amended final plat approval that will adjust the property line between three (3) residential lots to the constructed walls.

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**Financial Impact Statement:**

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

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**ATTACHMENTS:**

Click to download

- ☐ [Staff Report](#)
  - ☐ [Resolution and Plat](#)
  - ☐ [Notice of IGA](#)
  - ☐ [Vicinity Map](#)
- 

**External Attachment Links:**

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**Meeting Requirements:**

Powerpoint    x      Video                          White Board                          Other    x

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

**Jeff Mihelich, Assistant City Manager**

**Vamshee Kovuru, Planner**



## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

**Date:** February 11, 2014

**To:** Mayor and City Council

**From:** Jeffrey J. Mihelich, Assistant City Manager  
Vamshee Kovuru, Planner  
[vamshee.kovuru@surpriseaz.gov](mailto:vamshee.kovuru@surpriseaz.gov) 623-222-3153

**Re:** FS14-041- Amended Final Plat for Surprise Farms- Phase 3, Parcel 2

### Application Summary

The applicant is requesting an amended final plat approval that will adjust the property lines between three (3) residential lots. The request is being made to align the property lines with the existing fence.

### Location

The subject three (3) lots 70, 71 and 72 are located within Phase 3, Parcel 2 of the Surprise Farms PAD which is generally located on the southeast corner of Surprise Farms Loop North and 183rd Avenue.

### History

- On April 26, 1984, the Mayor and City Council approved the annexation of this property into City of Surprise, with Ordinance # 84-03.
- On March 27, 1995, the Mayor and City Council approved the Surprise Farms (Villages at Surprise South) PAD with case PAD95-003.
- On January 8, 2004, the Mayor and City Council approved the preliminary plat for Surprise Farms Phase 3, with Resolution # 04-05.
- On January 12, 2004, the Mayor and City Council approved the original final plat for Surprise Farms Phase 3, Parcel 2, with Resolution # 04-117.

### Project Narrative

Since the approval of final plat in January 12, 2004, Lots 70 and 71 have been developed. As the approved property lines and constructed property fence doesn't match, the applicant has requested for a lot line adjustment with an amended final plat. The construction of a home on Lot 72 is being held pending approval of this plat.

### Economic Impact

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

### Findings

1. Staff finds that the proposed final plat complies with the Surprise Municipal Code.
2. Staff finds that the proposed final plat complies with the Surprise General Plan.
3. Staff finds that the proposed final plat complies with the approved Surprise Farms PAD.

### Recommendation

Staff recommends approval of the Surprise Farms Phase 3, Parcel 2 amended final plat, subject to the following conditions:

- a. Prior to recordation, this plat will be updated with the following information relating to Maricopa Water District's rights outlined in the original Surprise Farms Development Agreement:
  1. Notice of Surprise Farms Development Agreement on the coversheet where MWD will sign the plat confirming approval.
  2. The plat must also include the following Notice of Intergovernmental Agreement language (attached).

### Attachments

Resolution, vicinity map, final plat, and Notice of Intergovernmental Agreement.

## RESOLUTION #2014-17

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN AMENDED FINAL PLAT ENTITLED "SURPRISE FARMS-PHASE 3, PARCEL 2," GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SURPRISE FARMS LOOP NORTH AND 183RD AVENUE.**

**WHEREAS**, on March 27, 1995 the Mayor and City Council approved the Surprise Farms Planned Area Development;

**WHEREAS**, on January 8, 2004, the Mayor and City Council approved the Surprise Farms- Phase 3 Preliminary Plat;

**WHEREAS**, on January 12, 2004, the Mayor and City Council approved the Surprise Farms- Phase 3, Parcel 2 Final Plat; and

**WHEREAS**, the proposed Amended Final Plat is in compliance with the Surprise Municipal Code and Surprise General Plan.

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

**Section 1.** The Amended Final Plat in Case FS14-041 entitled "Surprise Farms- Phase 3, Parcel 2," is approved.

**Section 2.** Approval of this plat is contingent on the Owner of the property complying with all the following conditions:

- a. Prior to recordation, this plat will be updated with the following information relating to Maricopa Water District's rights outlined in the original Surprise Farms Development Agreement:
  1. Notice of Surprise Farms Development Agreement on the coversheet where MWD will sign the plat confirming approval.
  2. The plat must also include the following Notice of Intergovernmental Agreement language (attached).

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

---

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

---

Sherry Aguilar, City Clerk

---

Misty Leslie, City Attorney

**DEDICATION**STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT IGNACIO A. YBARRA JR. & MEMORIE YBARRA, (OWNERS OF LOT 70), MARC J. LAFOURNAISE & ELIZABETH R. LAFOURNAISE, (OWNERS OF LOT 71) AND TAYLOR MORRISON/ARIZONA, INC. (OWNER OF LOT 72), HAVE SUBDIVIDED UNDER THE NAME SURPRISE FARMS-PHASE 3 PARCEL 2 LOTS 70-72, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS RE-PLAT AS AND FOR THE RE-PLAT OF SURPRISE FARMS-PHASE 3 PARCEL 2 LOTS 70-72, AND DECLARES THAT THIS RE-PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS RE-PLAT.

THIS RE-PLAT IS INTENDED TO RECONFIGURE LOTS 70-72 ONLY. ALL PRIOR DEDICATIONS GRANTED WITH THE ORIGINAL PLAT OF SURPRISE FARMS-PHASE 3 PARCEL 2 PER BOOK 709, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA ARE NOT AFFECTED OR REVISED BY THIS RE-PLAT.

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

IGNACIO A. YBARRA JR. &amp; MEMORIE YBARRA

BY \_\_\_\_\_

ITS \_\_\_\_\_

**ACKNOWLEDGMENT**STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE \_\_\_\_\_ OF IGNACIO A. YBARRA JR. & MEMORIE YBARRA, AS OWNERS, AND ACKNOWLEDGED THAT HE \_\_\_\_\_ AS \_\_\_\_\_ FOR IGNACIO A. YBARRA JR. & MEMORIE YBARRA, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

MARC J. LAFOURNAISE &amp; ELIZABETH R. LAFOURNAISE

BY \_\_\_\_\_

ITS \_\_\_\_\_

**ACKNOWLEDGMENT**STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE \_\_\_\_\_ OF MARC J. LAFOURNAISE & ELIZABETH R. LAFOURNAISE, AS OWNERS, AND ACKNOWLEDGED THAT HE \_\_\_\_\_ AS \_\_\_\_\_ FOR MARC J. LAFOURNAISE & ELIZABETH R. LAFOURNAISE, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

TAYLOR MORRISON/ARIZONA, INC.

BY \_\_\_\_\_

ITS \_\_\_\_\_

**ACKNOWLEDGMENT**STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE \_\_\_\_\_ OF TAYLOR MORRISON/ARIZONA, INC., AS OWNER, AND ACKNOWLEDGED THAT HE \_\_\_\_\_ AS \_\_\_\_\_ FOR TAYLOR MORRISON/ARIZONA, INC., EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

**RE-PLAT**

OF

**SURPRISE FARMS-PHASE 3, PARCEL 2, LOTS 70-72**  
**SURPRISE, ARIZONA**

LOCATED IN A PORTION OF SURPRISE FARMS-PHASE 3 PARCEL 2 AS  
RECORDED IN BOOK 709, PAGE 33, RECORDS OF MARICOPA COUNTY,  
ARIZONA, ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION  
3, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER  
MERIDIAN, MARICOPA COUNTY, ARIZONA

**OWNER (LOT 70)**IGNACIO A. YBARRA JR.  
& MEMORIE YBARRA  
16492 N. 181ST DRIVE  
SURPRISE, AZ 85388**OWNER (LOT 71)**MARC J. LAFOURNAISE  
& ELIZABETH R. LAFOURNAISE  
16510 N. 181ST DRIVE  
SURPRISE, AZ 85388**OWNER (LOT 72)**TAYLOR MORRISON/ARIZONA, INC.  
9000 E. PIMA CENTER PARKWAY  
SUITE 350  
SCOTTSDALE, ARIZONA 85258**SURVEYOR**HILGARTWILSON  
1601 EAST CAMELBACK ROAD  
SUITE 275  
PHOENIX, ARIZONA 85016  
PHONE: (602) 490-0535  
FAX: (602) 325-0151  
CONTACT: KIRK J. PANGUS**BASIS OF BEARING**

BASIS OF BEARING IS N90°00'00"E ALONG THE  
CENTERLINE OF "YOUNG STREET" AS SHOWN ON  
THE FINAL PLAT OF SURPRISE FARMS-PHASE  
3 PARCEL 2, RECORDED IN BOOK 709, PAGE  
33, RECORDS OF MARICOPA COUNTY,  
ARIZONA.

**SHEET INDEX**RP01 COVER SHEET  
RP02 LEGEND, NOTES, LOT AREA TABLE, LOT  
SETBACK & VISIBILITY DETAIL, RE-PLAT**CERTIFICATE OF ASSURED WATER SUPPLY**

THIS SUBDIVISION WAS ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY BY THE ARIZONA DEPARTMENT OF WATER  
RESOURCES ON JANUARY 19, 2005. CERTIFICATE NUMBER 27-401387.0001. THIS SUBDIVISION WILL BE SERVED BY EPICOR  
WATER COMPANY.

**APPROVALS****CITY OF SURPRISE ENGINEER APPROVAL**

DATA ON THIS PLAT REVIEWED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, BY THE CITY  
ENGINEER OF SURPRISE, ARIZONA.

APPROVED \_\_\_\_\_ CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**CITY OF SURPRISE COUNCIL APPROVAL**

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

**LAND SURVEYOR CERTIFICATION**

I, KIRK J. PANGUS, HEREBY CERTIFY THAT I AM A REGISTERED LAND  
SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY  
REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE  
MONTH OF JANUARY, 2014; THAT THE SURVEY IS TRUE AND CORRECT  
AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET  
AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE  
SURVEY TO BE REPRODUCED.



BY: \_\_\_\_\_  
KIRK J. PANGUS  
RLS# 19344  
HILGARTWILSON  
1601 E. CAMELBACK ROAD, SUITE 275  
PHOENIX, ARIZONA 85016  
P: (602) 490-0535  
kjpangus@hilgartwilson.com

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

**COUNTY RECORDER**

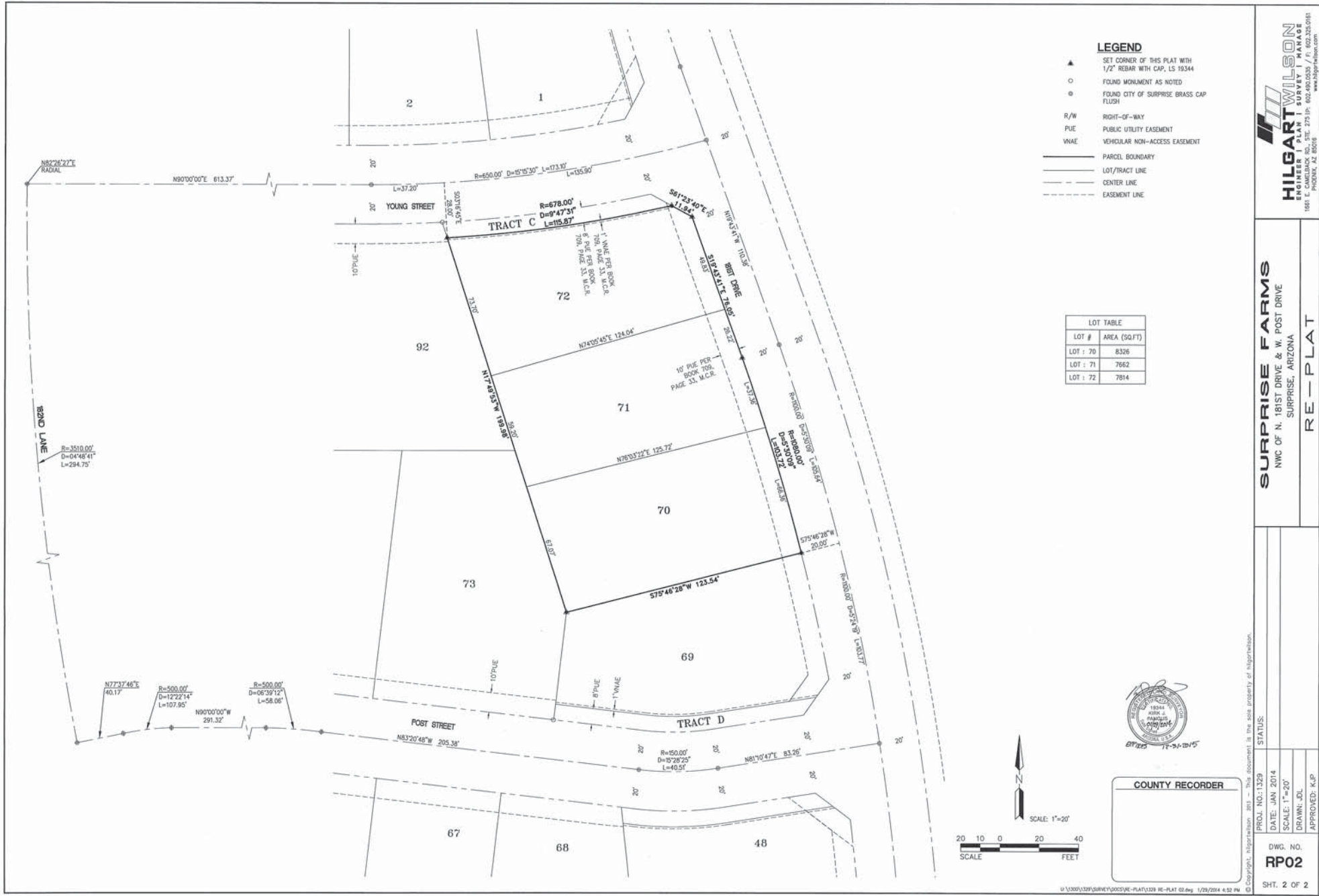
STATUS:

PROJ. NO.: 1329  
DATE: JAN 2014  
SCALE: N.T.S.  
DRAWN: JDL  
APPROVED: KJPDWG. NO.  
**RP01**

SHT. 1 OF 2

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U:\3309\1329\SURVEY\0035VE-PLAT\1329 RE-PLAT 01.dwg 1/29/2014 5:25 PM



**HILGART WILSON**  
ENGINEER / PLANNING / SURVEY / MANAGEMENT  
1681 E. CARLISLE RD., STE. 275 J.P. 602.402.0335 / P. 602.325.0181  
PHOENIX, AZ 85016  
www.hilgartwilson.com

**SURPRISE FARMS**  
NWC OF N. 181ST DRIVE & W. POST DRIVE  
SURPRISE, ARIZONA  
**RE-PLAT**

PROJ. NO.: 1329  
DATE: JAN 2014  
SCALE: 1"=20'  
DRAWN: JDL  
APPROVED: KJP

DWG. NO.  
**RP02**

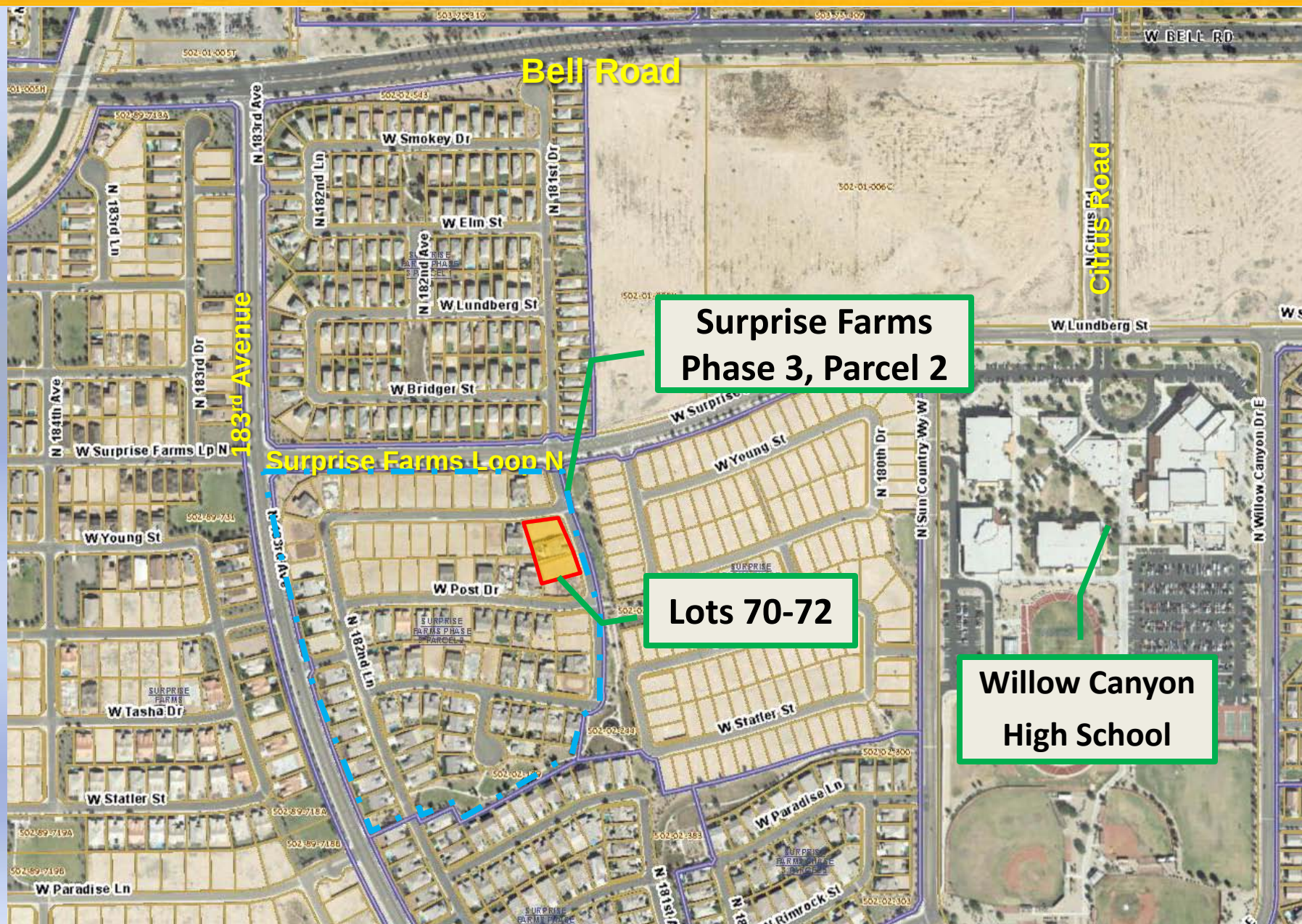
SHT. 2 OF 2

## **NOTICE OF INTERGOVERNMENTAL AGREEMENT**

The City of Surprise ("City") and Maricopa County Municipal Water Conservation District Number One ("MWD") entered into an Intergovernmental Agreement dated April 8, 1997, and recorded in the Maricopa County Recorder's Office on April 9, 1997, under Docket No. 97-0231759 ("IGA"). City and MWD have facilities and property interests described and delineated within certain Subdivision Plats or, for lands not included in a Subdivision Plat, Declarations of Turf Lands or Declarations of Urbanized Area, that have prior and superior rights to the Utility Service Providers, as defined in the IGA. The IGA provides for the City to have a public utility easement within certain MWD property interests and for MWD to have an easement within City's public rights-of-way. City and MWD rights within these easements are subject to and controlled by the terms and conditions of the IGA.

In locations where applicable, including any and all dedications within a Subdivision Plat, MWD's prior and superior rights of access to and use of existing and future MWD facilities and property interests, shall be subject to the terms and conditions of the IGA.

City shall have the right to authorize and control the Utility Service Provider's use and occupancy of these easements. City requires that Utility Service Providers consent to be bound by the IGA prior to the use or occupancy of the easements granted under the IGA. Such use or occupancy of the easements constitutes consent of the Utility Service Providers to be bound by the IGA.





CITY OF SURPRISE  
Regular City Council Meeting

February 11, 2014 @ 6:00:00 PM

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|                        |                   |                 |                                                              |
|------------------------|-------------------|-----------------|--------------------------------------------------------------|
| Council Meeting Date:  | February 11, 2014 | Contact Person: | Mark A. Coronado, Community and Recreation Services Director |
| Submitting Department: | CRS               | District:       | Citywide                                                     |
| Staff Recommendations: | No Action         |                 |                                                              |

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

**Agenda Wording:**

Consideration and action to approve resolution No. 2014-12 amending the fiscal year 2014 budget and authorizing the reallocation of \$39,600 from contingency to services for the Net Premium Fund to bring total available to \$50,000 as contractually obligated for projects as requested by the Texas Rangers and the Kansas City Royals.

**Motion:**

I move to approve Resolution 2014-12.

**Background:**

The net premium seating surcharge fund is a special revenue fund established in June 2012 to account for revenue and expenditures related to a ticket surcharge on the sale of spring training tickets in premium seating areas. These premium seating areas are located in the upper deck sections 201-206. This fund complies with the contractual obligations identified in each team agreements approved by the Mayor and Council on May 21, 2001 (page 31, section 12.9 of each teams' agreement) that states that there must be \$50,000 available for projects or improvements to clubhouses, stadium, or practice fields. In accordance with the council adopted budget policies, the funds are in contingency and requires council approval to spend.

**Financial Impact Statement:**

\$10,400 is currently authorized to spend and the remaining amount is in contingency. CRS is requesting to move \$39,600 from contingency to the net premium account for projects requested by the teams.

**ATTACHMENTS:**

Click to download

☐ [Resolution 2014-12 Net Premium budget adjustment](#)

**External Attachment Links:**

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**Meeting Requirements:**

Powerpoint    x       Video                      White Board                      Other    x

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

**Mark A. Coronado, Community and Recreation Services Department**

**RESOLUTION #2014-12**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2014 BUDGET BY REALLOCATING APPROPRIATIONS OF \$39,600 FROM CONTINGENCY TO SUPPLIES AND SERVICES IN THE NET PREMIUM FUND.**

**WHEREAS**, on May 21, 2001 Mayor and Council approved Sports Facilities Use Agreements with the Kansas City Royals and the Texas Rangers;

**WHEREAS**, per the Agreements the city is contractually obligated to annually fund at least \$50,000 for minor renovations or supplies at the teams' request;

**WHEREAS**, the City of Surprise wishes to authorize the use of \$39,600 of the net premium funds for various projects the teams request this fiscal year;

**WHEREAS**, the FY2014 budget was adopted by Council Resolution #2013-13 on June 18, 2013;

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

**WHEREAS**, 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 City 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, 2013 through June 30, 2014.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

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

Attest:

Approved as to form:

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

\_\_\_\_\_  
Misty Leslie, City Attorney

**RESOLUTION # 2014-12**  
**Exhibit A**

The FY2014 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the city of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

| <b>Net Premium Fund</b> | <b>Current<br/>Appropriation</b> | <b>Increase<br/>(Decrease)</b> | <b>Amended<br/>Appropriation</b> |
|-------------------------|----------------------------------|--------------------------------|----------------------------------|
| Services                | \$10,400                         | \$39,600                       | \$50,000                         |
| Contingency             | 67,000                           | (39,600)                       | 27,400                           |
|                         | <u>\$77,400</u>                  | <u>\$0</u>                     | <u>\$77,400</u>                  |

The fund changes are as follows:

- Net Premium Fund - the amendment utilizes contingency in the amount of \$39,600 to be used to fulfill the city's contractual obligations under May 21, 2001 Sports Facilities Use Agreements with the Kansas City Royals and the Texas Rangers. The contingency is programed for unplanned expenses without exceeding the approved total annual budget for FY2014.



**CITY OF SURPRISE**  
Regular City Council Meeting

February 11, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date: February 11, 2014

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Citywide

Staff Recommendations: Approve

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

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**Agenda Wording:**

Consideration and action on the minutes of January 21, 2014 Special City Council Work Session; Special City Council Meeting and January 28, 2014 Regular City Council Meeting.

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**Motion:**

I move to approve the meeting minutes.

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**Background:**

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**Financial Impact Statement:**

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**ATTACHMENTS:**

Click to download

- ☐ [Minutes](#)
  - ☐ [Minutes](#)
  - ☐ [Minutes](#)
- 

**External Attachment Links:**

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**Meeting Requirements:**

|            |   |       |             |       |   |
|------------|---|-------|-------------|-------|---|
| Powerpoint | x | Video | White Board | Other | x |
|------------|---|-------|-------------|-------|---|

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

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

Tuesday, January 21, 2014 @ 06:00 PM

**A. Call To Order**

**B. Roll Call**

Vice Mayor Hall called the **Special City Council Meeting** to order at 06:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, January 21, 2014**. Also in attendance with Vice Mayor Hall were Council Member Winters, Council Member Williams, Council Member Villanueva and Council Member Tande.

**Staff** City Manager, Chris Hillman, City Attorney, Misty Leslie and City Clerk,  
**Present:** Sherry Ann Aguilar.

**C. Pledge of Allegiance**

**Special City Council Meeting Agenda:**

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

**#1 Consideration and action to appoint applicants to fill the vacancies of two seats on the Board of Adjustment with no term expirations for this Board and direct the City Clerk to issue the Oath of Office directly following appointment - APPROVED FLOOD AND HALLIN**

Council Member Winters recognized Mr. Flood and Mr. Hallin.

Council Member Winters made the motion to approve appointing Joseph Flood and John Hallin to fill the vacancies on the Board of Adjustment with no term expirations. Council Member Villanueva seconded the motion. Five yes votes. Motion carried.

City Clerk Aguilar administered the Oath of Office for the new Board of Adjustment Members; Joseph Flood and John Hallin.

## **Special City Council Meeting Minutes – January 21, 2014 – Page 2**

**#2 The Mayor and City Council will conduct interviews for the Applicants that have applied to fill the District 2 Council Vacancy with a term expiration of December 31, 2016. The applicants are as follows: Jim Biundo, Kenneth Hewitt, Deangelo Hall, John Longabaugh and Paula Forster - NO ACTION**

City Clerk Aguilar reviewed the interview process.

Vice Mayor Hall asked each applicant to give a summary regarding their background, education and experience, each candidate was given 10 minutes. The interviews were as follows:

Jim Biundo

Kenneth Hewitt

Deangelo Hall was not interviewed due to a family emergency.

John Longabaugh

Paula Forster:

Public comments:

April Kramer - Sun City Grand resident, expressed support for Jim Biundo to serve as District 2 councilmember. He listens to what the residents have to say. She turned in signatures from approx. 120 residents in support of Jim Biundo.

Gwenn Wisner - spoke in support of Jim Biundo for District 2 Council Member. Mr. Biundo has always been easy to communicate with and available for the residents.

Eric Cultum - spoke on behalf of John Longabaugh as District 2 Council Member.

Melissa Holdaway - spoke in support of Jim Biundo as District 2 Council Member. He's committed to quality education.

Lou Provenzano - spoke of the appointment process and commented that this seems to be more of power and control. Disappointed that the Mayor got involved in the district races, which seemed very inappropriate.

Ken Wright - spoke in support of Jim Biundo to serve as Council Member District 2. He has a very diverse background, critical thinking skills make him an excellent candidate.

## **Special City Council Meeting Minutes – January 21, 2014 – Page 3**

Mike Woodard - Commented on all of the candidates and their qualifications. In support of Jim Biundo for the District 2 Council seat. Worked well with Jim when we served on Council together. Also addressed the procedure being used to fill the position, it should have been filled at the time of resignation. This was wrong!

Steve Smith - 14 year resident of Arizona Traditions. He spoke in support of Jim Biundo for Council District 2 position. Has the experience and would be an easy transition.

### **E. Call to the Public**

### **F. Executive Session: None**

### **G. Adjournment:**

Council Member Winters made the motion to adjourn the Special City Council Meeting of January 21, 2014 at 7:40 p.m. Council Member Villanueva seconded the motion. Five yes votes. Motion carried.

---

Sharon R. Wolcott, Mayor

### **ATTEST:**

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Sherry Ann Aguilar, City Clerk

### **CERTIFICATION:**

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Special City Council Meeting of **Tuesday, January 21, 2014.**

---

Sherry Ann Aguilar, City Clerk

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

Tuesday, January 21, 2014 @ 04:00 PM

**A. Call To Order**

**B. Roll Call**

Vice Mayor Hall called the **Special City Council Work Session** to order at 04:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, January 21, 2014**. Also in attendance with Vice Mayor Hall were Council Member Winters, Council Member Williams, Council Member Villanueva and Council Member Tande.

**Staff** City Manager, Chris Hillman, City Attorney, Misty Leslie and City Clerk,  
**Present:** Sherry Ann Aguilar.

**C. Pledge of Allegiance**

**D. Special City Council Work Session Agenda:**

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

**#1 Presentation and discussion on Employee Healthcare - NO ACTION**

City Manager Hillman conducted a powerpoint presentation regarding the Employee Healthcare Benefit Plan.

Human Resources Director, April Reynolds continued the presentation to discuss the 5 year healthcare plan and benefit changes.

Council Member Williams asked for clarification regarding the Cadillac Tax.

## **Special City Council Work Session Minutes – January 21, 2014 – Page 2**

Council Member Villanueva questioned the use of the card, and why is the HMO more expensive now.

Ms. Reynolds explained the changes in the HMO program and the PPO plan costs are down compared to before self insured.

### **#2 Presentation and discussion on Dial-a-Ride service model - NO ACTION**

Public Works Director, Dick McKinley gave an overview regarding the Dial-A-Ride service model. A powerpoint presentation was reviewed.

Council Member Winters stated that the program has worked well for his constituents and has been operating for a year.

City Manager Hillman asked Council if they are agreeable with a CAP of doing 100 rides per day.

Vice Mayor Hall agrees with capping the amount of rides.

Council Member Villanueva asked for clarification regarding eligibility.

Council Member Williams spoke of providing service for a specific group then it expanded. He commented that we need to look at the circulator route.

Council Member Tande stated that he agrees with what everyone is saying and agrees that there needs to be a CAP.

Vice Mayor Hall inquired about an unused amount on a debit card.

Mr. Hillman explained that the balance would carry forward for the next few months. He further stated that priority riders can be addressed in the policy discussion and appropriation of funds.

Council Member Winters inquired about ADA certification.

Council Member Williams stated that he would like to hear from the people who use Dial-A-Ride so that Council can make better decisions.

Mr. McKinley reviewed consensus with Council.

### **#3 Presentation and discussion of the FY2013 Interfund Transfers and Budget Amendments - NO ACTION**

## **Special City Council Work Session Minutes – January 21, 2014 – Page 3**

ACM Bob Wingenroth, Lindsey Duncan and Andrea Davis gave an overview on the FY2013 Interfund Transfers and Budget amendments. These are technical adjustments that will be brought forward to Council next week for approval.

Vice Mayor Hall inquired about the 2012 Development Impact Fee budget. He asked Mr. Wingenroth to explain an impact fee to the public.

### **#4 Discussion and presentation on COS14-005, an invitation to bid to provide construction services for repair of drainage areas and slopes due to erosion caused by storm water runoff at the Special Planning Area 1 (SPA 1) Water Reclamation Facility in the amount of \$168,289.15, plus a \$20,000. owners contingency - NO ACTION**

Project Manager, Fred Stevens gave a powerpoint presentation on COS14-005, an invitation to bid to provide construction services for repair of drainage areas and slopes due to erosion caused by storm water runoff at the Special Planning Area 1 (SPA 1) Water Reclamation Facility in the amount of \$168,289.15, plus a \$20,000. owners contingency.

Vice Mayor Hall asked if this also facilitates replenishing the aquifer.

### **#5 Continuation of discussion regarding the 2014 Council Work Session and Council Meeting schedule for 2014 and Code Change relating to changing Council Meeting dates - NO ACTION**

City Attorney, Misty Leslie gave a power point overview of the points made at the last Council Meeting regarding code change to change the meetings to 1st & 3rd Tuesdays of each month and to clarify which items will go before Council for presentations and action.

Vice Mayor Hall stated that the key is we get the agenda the week before and if necessary Council can pull the item if there are question.

Council Member Villanueva inquired about items that are on consent.

Vice Mayor Hall asked for clarification on consent items having public input.

Direction from Council is: Meetings to be held 1st & 3rd Tuesday of the month; bring forward for the code change; adopt the calendar and effective the 1st Meeting in March.

**Special City Council Work Session Minutes – January 21, 2014 – Page 4**

**E. Call To The Public: None**

**F. Executive Session: None**

**G. Adjournment:**

Council Member Winters made the motion to adjourn the Special City Council Work Session of January 21, 2014 at 5:32 p.m. Council Member Tande seconded the motion. Five yes votes. Motion carried.

---

Sharon R. Wolcott, Mayor

**ATTEST:**

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Sherry Ann Aguilar, City Clerk

**CERTIFICATION:**

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Special City Council Work Session of **Tuesday, January 21, 2014.**

---

Sherry Ann Aguilar, City Clerk

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

Tuesday, January 28, 2014 @ 06:00 PM

**A. Call To Order**

**B. Roll Call**

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, January 28, 2014**. Also in attendance with Mayor Wolcott were Vice Mayor Hall, Council Member Winters, Council Member Villanueva and Council Member Tande.

**Staff** City Manager, Chris Hillman, City Attorney, Misty Leslie and City Clerk,  
**Present:** Sherry Ann Aguilar.

**C. Pledge of Allegiance**

**D. Invocation**

**E. City Manager Report: None**

**F. City Attorney Report:**

Reminder of Open Meeting Law Training.

**G. Regular City Council Meeting Agenda:**

**Consent Agenda:**

**\*#1. Consideration and action on Resolution #2014-06 approving an Intergovernmental Agreement with the City of Goodyear regarding educational campaign related to economic development - APPROVED**

**\*#2. Consideration and action on a request by Andrea Lewkowitz for a Series 12 Liquor license (Interim permit/New License) for Applebee's Neighborhood Grill & Bar located at 13756 W. Bell Road, Surprise, Arizona 85374 - APPROVED**

**\*#3. Consideration and action on an Acquisition of Control requested by Randy Nations (Agent) for Cobblestone Spa & Market located at 13811 W. Bell Road, Surprise, Arizona 85374 - APPROVED**

**\*#4. Consideration and action on the minutes of the January 7, 2014 Special City Council Work Session and the January 1, 2014 Regular City Council Meeting - APPROVED**

**\*#5. Consideration and action on COS14-005, an invitation to bid to provide construction services for repair of drainage areas and slopes due to erosion caused by storm water runoff at the Special Planning Area 1 (SPA 1) Water Reclamation Facility in the amount of \$168,289.15, plus a \$20,000. owners contingency - APPROVED**

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

**Non-Public Hearing:**

**#6. Consideration and action to select a District 2 Councilmember with a term expiration of December 31, 2016 - SELECTED JIM BIUNDO**

4 yes votes for Jim Biundo (Wolcott, Villanueva, Hall and Tande). 1 vote for Longabaugh (Winters).

Public comments:

Paula Forster stated that what happened tonight is exactly what she said would happen.

Ken Wright: Follow council and policy, regarding Alton, not sure who talked with him, no matter what, no one bosses this guy around, it was his decision.

Council Member Biundo joined the Council Meeting.

**#7. Presentation and discussion on Community and Recreation Services CIP priority contingency projects as recommended by the Community and Recreation Advisory Commission and potential funding sources. -NO ACTION**

## **Regular City Council Meeting Minutes – January 28, 2014 – Page 3**

CRS Director, Mark Coronado gave an overview on Community and Recreation Services CIP priority contingency projects as recommended by the Community and Recreation Advisory Commission and potential funding sources.

ACM/Finance Director, Bob Wingenroth assisted with the clarification of funding and projects.

Vice Mayor Hall inquired about Surprise Farms and Veramonte.

Council Member Winters stated that this needs to be done soon.

Council Member Tande inquired about the resources for maintaining capital projects. He stated that he is interested in Surprise Farms and Veramonte, would not want to move forward with CIP until after our budget retreat. He further stated that he would like to engage the community more in the process.

Council Member Villanueva commented on scratchpad in OTS.

Vice Mayor Hall commented on having a town hall at Veramonte and agreed with the safety issues at the 8 acre park.

Mayor Wolcott stated that she's glad to see there is a consensus and that we are sticking to the issues of growth related projects. She spoke of the issues of youth sports and club sports and looking for opportunities in the west valley for program space.

Sarah Fakhoury inquired about attracting more residents to the area and the projected growth.

Public comments:

Anthony Chavez, a skate park advocate, questioned priority of projects and financial estimates.

Steve Wong, a Pickleball advocate, thanked Council for listening to them, pickleball is growing strong here; 8 courts are not enough; there are approx. 500 players per week from all over the country.

**#8. Consideration and action on Resolution 2014-05, a resolution approving the "Final Plat of Boyle Property", dated October 22, 2013, a property generally located on the southwest corner of Bell Road and North 115th Avenue - APPROVED**

## **Regular City Council Meeting Minutes – January 28, 2014 – Page 4**

ACM Mihelich gave an overview regarding Resolution 2014-05, a resolution approving the "Final Plat of Boyle Property", dated October 22, 2013, a property generally located on the southwest corner of Bell Road and North 115th Avenue.

City Planner, Katie Foster gave the powerpoint presentation regarding Final plat of Boyle property.

Vice Mayor Hall stated that he likes this project, that it is actually the 1st property on the south side of Bell coming into Surprise, that it has been an eye sore for many years and that this will improve the entrance of the City.

Council Member Winters inquired about the number of entrances coming off of Bell Road.

Public comments:

AB Jackson, CEO Chamber of Commerce: stated that this is a fine project and that the Chamber is in full support.

Council Member Winters made the motion to approve Resolution 2014-05, a resolution approving the "Final Plat of Boyle Property", dated October 22, 2013, a property generally located on the southwest corner of Bell Road and North 115th Avenue. Council Member Tande seconded the motion. Six yes votes. Motion carried.

### **#9. Consideration and action on Resolution 2014-14; budget amendments required to complete the FY2013 audit - APPROVED**

Chief Financial Officer, Bob Wingenroth reported on Resolution 2014-14. Lindsey Duncan and Andrea Davis were available for questions.

Vice Mayor Hall commented on the grant aspect of the budget.

Mayor Wolcott is also interested in further discussion on grants.

Council Member Winters made the motion to approve Resolution 2014-14; budget amendments required to complete the FY2013 audit. Vice Mayor Hall seconded the motion. Five yes votes, two absent. Motion carried.

### **#10. Consideration and action on Resolution 2014-10; FY2013 Interfund Transfers - APPROVED**

Chief Financial Officer, Bob Wingenroth reported on Resolution 2014-10. Lindsey Duncan and Andrea Davis were available for questions.

## **Regular City Council Meeting Minutes – January 28, 2014 – Page 5**

Vice Mayor Hall made the motion to approve Resolution 2014-10; approving FY2013 Interfund Transfers. Council Member Biundo seconded the motion. Five yes votes, two absent. Motion carried.

### **#11. Consideration and action on Ordinance 2014-03 changing the regular council meeting days to the first and third Tuesdays of the month - APPROVED**

City Attorney Leslie reported that the ordinance is changing the meeting days from second and fourth to second and third.

Council Member Tande made the motion to approve Ordinance 2014-03; changing the regular city council meeting days to the first and third Tuesday of the month. Council Member Biundo seconded the motion. Five yes votes, two absent. Motion carried.

### **#12. Consideration and action on the 2014 Council Work Session and Meeting Schedule for the remainder of the year - APPROVED**

Council Member Biundo made the motion to approve the 2014 Work Session and Meeting schedule. Council Member Winters seconded the motion. Five yes votes, two absent. Motion carried.

#### **H. Call To The Public:**

Ab Jackson, CEO Surprise Chamber of Commerce made announcements, social media workshops; far west networking group; Legacy Business Awards Luncheon.

#### **I. Other Business and Future Agenda Items:**

#### **J. Mayor/Council Reports:**

Mayor and Council attended and/or reported on the following:

Council Member Winters: Surprise Art Show and Wine Tasting; WHAM Art Center.

Council Member Tande: Looking forward to budget retreat to prioritize for projects coming up.

Vice Mayor Hall: Art Show attendance was 5,300 this year and donated 1,570. to the Sundancers; commend Christina Ramirez and Lt. Bacon on homeless count and Ribbon Cutting Native Grill and Wings on Litchfield and Waddell.

## **Regular City Council Meeting Minutes – January 28, 2014 – Page 6**

Council Member Biundo: Art Festival very pleased to see the crowd, a lot larger than last year; thanked everyone for their support for appointment to District 2 and looking forward to rejoining the Council.

Sarah Fakhoury: National League of Cities Congressional Meeting in DC; recently took a field trip to the musical instrument museum, wonderful place.

Mayor Wolcott: In DC last week for US Conference of Mayors; sat in with the water council, a lot going on with this issue nationwide. She also spoke of testifying at the legislature and legislation regarding vacating a council seat/residency.

### **K. Executive Session: None**

### **L. Adjournment**

Vice Mayor Hall made the motion to adjourn the Regular City Council Meeting of January 28, 2014 at 7:22 p.m. Council Member Winters seconded the motion. Five yes votes, two absent. Motion carried.

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Sharon R. Wolcott, Mayor

### **ATTEST:**

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Sherry Ann Aguilar, City Clerk

### **CERTIFICATION:**

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, January 28, 2014.**

---

Sherry Ann Aguilar, City Clerk



**CITY OF SURPRISE**  
Regular City Council Meeting

February 11, 2014 @ 6:00:00 PM

+ Back Print

Council Meeting Date: February 11, 2014      Contact Person: Mark A. Coronado, CRS Director  
Submitting Department: CRS      District: Citywide  
Staff Recommendations: Approve

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

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**Agenda Wording:**

Consideration and action to appoint Zenia Martinez, Taylor Sipos and Elona Iljazi to the Teen Advisory Commission with term expirations of February 11, 2015.

---

**Motion:**

I move to appoint Zenia Martinez, Taylor Sipos and Elona Iljazi to the Teen Advisory Commission with term expirations of February 11, 2015.

---

**Background:**

This request is of a routine nature and follows the boards/commission bylaws and filling vacancies

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**Financial Impact Statement:**

None

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**ATTACHMENTS:**

Click to download

- ☐ [Zenia Martinez Application](#)
- ☐ [Taylor Sipos Application](#)
- ☐ [Elona Iljazi Application](#)

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**External Attachment Links:**

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**Meeting Requirements:**

|            |   |       |             |       |   |
|------------|---|-------|-------------|-------|---|
| Powerpoint | x | Video | White Board | Other | x |
|------------|---|-------|-------------|-------|---|

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

**Mark A. Coronado, Community and Recreation Services Director**



# CITY OF SURPRISE TEEN ADVISORY COMMISSION APPLICATION

NAME: Zenia Martinez DATE SUBMITTED: 11-18-2013  
Please print (First and Last Name)

16334 N Desert Sage Surprise AZ 85378  
ADDRESS CITY STATE ZIP

N/A 623-204-8583  
HOME PHONE NUMBER CELL PHONE

3-8 AM Zenia.pouso@gmail.com  
BEST TIME TO CALL E-MAIL ADDRESS

EMERGENCY CONTACT Martinez Douglas  
Last First

EMERGENCY CONTACT PHONE #

If appointed, how much time are you able to devote to the City of Surprise Teen Advisory Commission?

Hours per Week: 1 Hours per Month: 4

This Commission typically requires approximately 2-5 hours every month. Commission members that are absent from 3 consecutive meetings will be removed from the commission.

II. How long have you lived in Surprise? 5 Years 4 Months

III. What grade are you going to be in Fall 2013?

Frosh

Sophomore

Junior

IV. What school do you attend? Willow Canyon Highschool

1. Please tell us why you wish to be appointed to the City of Surprise Teen Advisory Commission.

I would love ~~to~~ to represent the city's youth and become a useful tool in the hands of the city. Also, I would like to become involved in this community that I love so much.

2. What volunteer activities have you been involved in or are you currently participating in? Include list of Surprise activities or organizations you have participated in and dates.

I have not participated directly with the city, but I <sup>was</sup> have been actively involved in the 2011 and 2012 veterans day celebration at Morley Park Elementary. I worked side by side with Mr. Christopher Raso to celebrate Arizona's centennial on Feb 14, 2012. Lastly, I worked in the Pottery for People even also in the Morley Park community in 2011 and 2012. All these events took place within Surprise.

3. Have you served in a leadership capacity and if so, what were your duties and how long was the commitment?

No, but I was part of student council in 5th grade at Thompson Ranch Elementary and was part of NJHS ~~in~~ from 6th - 8th grade. This past summer from June 19th - 23rd I attended the National Youth Leadership ~~council~~ conference (NYLSC) here in Phoenix.

4. What does being an advocate mean to you? What teen interests do you wish to advocate for?

To advocate is to stand up for what you believe and have faith in. On behalf of teens like me, I advocate for more health awareness and to learn the skill of having fun without putting theirs, or other people's lives at risk.

5. The Teen Advisory Commission oversees will work on the Teen Youth Leadership Summit and other Teen events throughout the year. What ideas do you have for a future teen event?

A talent show!! But not the kind where they'd think was for little kids with balloons, but a night where the stage would be open for them to express music, dance, talent! May it be a celebration of the youth, by the youth, and for the youth!

Additional comments:

It would be an honor to work alongside the city's council members. I believe that together we can make Surprise's future make history.

I, Zenia Martinez 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

Date & Time Received by Community and Recreation Services office: \_\_\_\_\_

## STATEMENT OF PROFESSIONALISM

As a Surprise Teen Advisory Commission Member, you not only represent yourself, but you represent your school, your family, and the City of Surprise. As such, you must conduct yourself professionally. Please read the following statements, then sign and date this sheet. Ask your parents to read and sign this form as well. Your signature is your promise to uphold these standards of professionalism.

*A Professional...*

1. Treats all respectfully.
2. Serves as a positive role model, both in and out of school.
3. Will not eat or drink, nor chew or snap gum in a professional environment
4. Maintains professional relationships with ALL.
5. Turns off cell phones and does not carry any electronic equipment with them in the professional environment
6. Dresses appropriately:
  - neat, clean, and well groomed
  - no bare midriffs
  - no shorts, jeans, or jagged pants when representing the city
  - no hats
  - no open toe shoes
7. Notifies staff, team members, and all other appropriate personal the same day of an absence.
8. Provides proper courtesy notification when running late
9. Will be on-time, and whenever possible 10 minutes early for every meeting, engagement, or event.
10. Greets all professionals, and all that I meet with a hand shake and makes eye contact when introducing myself and carrying a conversation
11. Displays a genuine interests through the art of listening, as a good listener you display a higher capability to communicate effectively and be a leader

I solemnly swear to commit myself to the highest level of professional standards, understanding whom and what I represent as a Surprise Teen Advisory Commission Member, with the full understanding that failure to do so may mean my elimination from the Commission.

(Signature)

Date 11-18-2013

(Parent signature)

Date 11-18-2013

**Please complete this application and parent/guardian permission form and return to:**

City of Surprise Community and Recreation Services  
15960 N Bullard Ave  
Surprise, Arizona 85374  
Office hours: Monday – Thursday 7:00 am – 6:00 pm

Questions please contact:  
Donna Miller, 623.222.2218  
donna.miller @surpriseaz.gov



**CITY OF SURPRISE  
TEEN ADVISORY COMMISSION APPLICATION  
PARENT/GUARDIAN CONSENT FORM**

**Permission Form:** *To be filled out by applicant's parent(s) or legal guardian.*

I grant permission for my child, named above, to participate in the COMMUNITY & RECREATION SERVICES TEEN ADVISORY BOARD AND RELATED ACTIVITIES.

I/we hereby release and forever discharge the Mayor and Council of the City of Surprise, Maricopa County, Arizona, a municipal corporation, and any and all other person, firms, or corporations who are or might be liable, from any and all claims of any kind or character, which I/we have or may have against it or them, including transportation to or from any portion of this program, and in that regard, I/we covenant to indemnify and hold harmless the foregoing from any loss or damages, including reasonable attorneys fees which may be incurred in the event of any such claims are asserted against them or any of them. I/we additionally permit the free use of my child's name and picture in broadcasts, newspapers, etc.

Please Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**“Volunteerism is the voice of the people put into action.  
These actions help shape and mold the present into  
a future of which we all can be proud”.**



# CITY OF SURPRISE TEEN ADVISORY COMMISSION APPLICATION

NAME: Taylor Sipos DATE SUBMITTED: 12-16-2013  
Please print (First and Last Name)

15957 W Calaver rd. Surprise AZ 85379  
ADDRESS CITY STATE ZIP

623-388-4531 602-570-8226  
HOME PHONE NUMBER CELL PHONE

AM/PM mollydog22@cox.net  
BEST TIME TO CALL E-MAIL ADDRESS

Sipos Christy  
EMERGENCY CONTACT Last First

EMERGENCY CONTACT PHONE #

I. If appointed, how much time are you able to devote to the City of Surprise Teen Advisory Commission?

Hours per Week: 3-5 Hours per Month: 15

This Commission typically requires approximately 2-5 hours every month. Commission members that are absent from 3 consecutive meetings will be removed from the commission.

II. How long have you lived in Surprise? 9 Years 7 Months

III. What grade are you going to be in Fall 2013?

Frosh

Sophomore

Junior

IV. What school do you attend? Valley Vista High School

1. Please tell us why you wish to be appointed to the City of Surprise Teen Advisory Commission.

I believe I am a positive force and can greatly benefit the Commission, because I can listen to others' opinions and formulate plans in order to take action and complete tasks in order to help the community and my peers.

2. What volunteer activities have you been involved in or are you currently participating in? Include list of Surprise activities or organizations you have participated in and dates.

- Foodbank
- Valley Vista Surprise Volleyball Camp (coaching).
- I volunteer to go coach with Surprise Volleyball Academy at Fundamentals

3. Have you served in a leadership capacity and if so, what were your duties and how long was the commitment?

I was involved in Girl Scouts from Kindergarten to seventh grade. Also as a setter on my volleyball teams I am in a leadership role both on and off the volleyball court.

4. What does being an advocate mean to you? What teen interests do you wish to advocate for?

An advocate means in my opinion to speak on behalf of others and not for your own beneficial exlin. I'd like to advocate for programs that would give teens something to do, other than fighting, smoking, drinking and so on.

5. The Teen Advisory Commission oversees will work on the Teen Youth Leadership Summit and other Teen events throughout the year. What ideas do you have for a future teen event?

An event that could bring our schools (Dysart district) to have a more "Healthy" rivalry instead of a bullying rivalry that they all have.

Additional comments:

I, Taylor Sipos 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.

Taylor Sipos  
Applicant's Signature

Date & Time Received by Community and Recreation Services office: \_\_\_\_\_

# STATEMENT OF PROFESSIONALISM

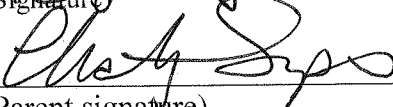
As a Surprise Teen Advisory Commission Member, you not only represent yourself, but you represent your school, your family, and the City of Surprise. As such, you must conduct yourself professionally. Please read the following statements, then sign and date this sheet. Ask your parents to read and sign this form as well. Your signature is your promise to uphold these standards of professionalism.

## *A Professional...*

1. Treats all respectfully.
2. Serves as a positive role model, both in and out of school.
3. Will not eat or drink, nor chew or snap gum in a professional environment
4. Maintains professional relationships with ALL.
5. Turns off cell phones and does not carry any electronic equipment with them in the professional environment
6. Dresses appropriately:
  - neat, clean, and well groomed
  - no bare midriffs
  - no shorts, jeans, or jagged pants when representing the city
  - no hats
  - no open toe shoes
7. Notifies staff, team members, and all other appropriate personal the same day of an absence.
8. Provides proper courtesy notification when running late
9. Will be on-time, and whenever possible 10 minutes early for every meeting, engagement, or event.
10. Greets all professionals, and all that I meet with a hand shake and makes eye contact when introducing myself and carrying a conversation
11. Displays a genuine interests through the art of listening, as a good listener you display a higher capability to communicate effectively and be a leader

I solemnly swear to commit myself to the highest level of professional standards, understanding whom and what I represent as a Surprise Teen Advisory Commission Member, with the full understanding that failure to do so may mean my elimination from the Commission.

 Date 12-14-2013  
(Signature)

 Date 12-14-13  
(Parent signature)

**Please complete this application and parent/guardian permission form and return to:**

City of Surprise Community and Recreation Services  
15960 N Bullard Ave  
Surprise, Arizona 85374  
Office hours: Monday – Thursday 7:00 am – 6:00 pm

Questions please contact:  
Donna Miller, 623.222.2218  
donna.miller @surpriseaz.gov

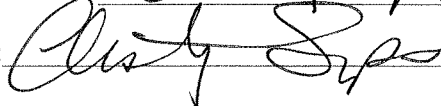


**CITY OF SURPRISE  
TEEN ADVISORY COMMISSION APPLICATION  
PARENT/GUARDIAN CONSENT FORM**

**Permission Form:** *To be filled out by applicant's parent(s) or legal guardian.*

I grant permission for my child, named above, to participate in the COMMUNITY & RECREATION SERVICES TEEN ADVISORY BOARD AND RELATED ACTIVITIES.

I/we hereby release and forever discharge the Mayor and Council of the City of Surprise, Maricopa County, Arizona, a municipal corporation, and any and all other person, firms, or corporations who are or might be liable, from any and all claims of any kind or character, which I/we have or may have against it or them, including transportation to or from any portion of this program, and in that regard, I/we covenant to indemnify and hold harmless the foregoing from any loss or damages, including reasonable attorneys fees which maybe Incurred in the event of any such claims are asserted against them or any of them. I/we additionally permit the free use of my child's name and picture in broadcasts, newspapers, etc.

Please Print Name: Christy Sipos  
Signature:  Date: 12/14/13

**“Volunteerism is the voice of the people put into action.  
These actions help shape and mold the present into  
a future of which we all can be proud”.**



**CITY OF SURPRISE  
TEEN ADVISORY COMMISSION  
APPLICATION**

NAME: Elona Tijazi DATE SUBMITTED: 11/26/13  
Please print (First and Last Name)

17127 W Statler ST Surprise AZ 85388  
ADDRESS CITY STATE ZIP

623-243-7431 623-299-6077  
HOME PHONE NUMBER CELL PHONE

3-6 AM/PM elona.tijazi@gmail.com  
BEST TIME TO CALL E-MAIL ADDRESS

EMERGENCY CONTACT Tijazi Eva  
Last First

EMERGENCY CONTACT PHONE # 623 330-3044

If appointed, how much time are you able to devote to the City of Surprise Teen Advisory Commission?

Hours per Week: 2 Hours per Month: 8

This Commission typically requires approximately 2-5 hours every month. Commission members that are absent from 3 consecutive meetings will be removed from the commission.

II. How long have you lived in Surprise? 7 Years 6 Months

III. What grade are you going to be in Fall 2013?

Frosh

Sophomore

Junior

IV. What school do you attend?

Willow Canyon High School

1. Please tell us why you wish to be appointed to the City of Surprise Teen Advisory Commission.

I wish to be appointed to the Teen Advisory Commission so I can add additional time to the community of Surprise. I want to make Surprise a better, safe and fun place for people of all ages.

2. What volunteer activities have you been involved in or are you currently participating in? Include list of Surprise activities or organizations you have participated in and dates.

• Hygiene Drive  
• Food Drive  
• Book Drive For Teachers  
happened 8<sup>th</sup> grade year

3. Have you served in a leadership capacity and if so, what were your duties and how long was the commitment?

Leadership roles I've served in were the president of Student Council for my 8<sup>th</sup> grade year. I was vice president for NJHS for 2 years.

4. What does being an advocate mean to you? What teen interests do you wish to advocate for?

It means that you are trying to make a change and uphold beliefs to the public. I wish to advocate for feeding people so everyone can be healthy and full and stop malnutrition.

5. The Teen Advisory Commission oversees will work on the Teen Youth Leadership Summit and other Teen events throughout the year. What ideas do you have for a future teen event?

• Having a dance for the teens  
• Volunteering at an Elderly home  
• City Beauty Pageant to raise money for local charities

Additional comments:

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I, Elona Iljazi 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.

Eljazi

Applicant's Signature

Date & Time Received by Community and Recreation Services office: \_\_\_\_\_

## STATEMENT OF PROFESSIONALISM

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  - neat, clean, and well groomed
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  - no shorts, jeans, or jagged pants when representing the city
  - no hats
  - no open toe shoes
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8. Provides proper courtesy notification when running late
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10. Greets all professionals, and all that I meet with a hand shake and makes eye contact when introducing myself and carrying a conversation
11. Displays a genuine interests through the art of listening, as a good listener you display a higher capability to communicate effectively and be a leader

I solemnly swear to commit myself to the highest level of professional standards, understanding whom and what I represent as a Surprise Teen Advisory Commission Member, with the full understanding that failure to do so may mean my elimination from the Commission.

Allyson Date 11/26/13  
(Signature)

Jim Date 11/26/13  
(Parent signature)

**Please complete this application and parent/guardian permission form and return to:**

City of Surprise Community and Recreation Services  
15960 N Bullard Ave  
Surprise, Arizona 85374  
Office hours: Monday – Thursday 7:00 am – 6:00 pm

Questions please contact:  
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**CITY OF SURPRISE  
TEEN ADVISORY COMMISSION APPLICATION  
PARENT/GUARDIAN CONSENT FORM**

**Permission Form:** *To be filled out by applicant's parent(s) or legal guardian.*

I grant permission for my child, named above, to participate in the COMMUNITY & RECREATION SERVICES TEEN ADVISORY BOARD AND RELATED ACTIVITIES.

I/we hereby release and forever discharge the Mayor and Council of the City of Surprise, Maricopa County, Arizona, a municipal corporation, and any and all other person, firms, or corporations who are or might be liable, from any and all claims of any kind or character, which I/we have or may have against it or them, including transportation to or from any portion of this program, and in that regard, I/we covenant to indemnify and hold harmless the foregoing from any loss or damages, including reasonable attorneys fees which maybe Incurred in the event of any such claims are asserted against them or any of them. I/we additionally permit the free use of my child's name and picture in broadcasts, newspapers, etc.

Please Print Name: Eva Iljazi  
Signature: [Signature] Date: 11/23/13

“Volunteerism is the voice of the people put into action.  
These actions help shape and mold the present into  
a future of which we all can be proud”.



**CITY OF SURPRISE**  
Regular City Council Meeting

February 11, 2014 @ 6:00:00 PM

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

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|                        |                   |                 |                                        |
|------------------------|-------------------|-----------------|----------------------------------------|
| Council Meeting Date:  | February 11, 2014 | Contact Person: | Dick McKinley, Public Works Department |
| Submitting Department: | Public Works      | District:       | 1                                      |
| Staff Recommendations: | Approve           |                 |                                        |

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

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**Agenda Wording:**

Consideration and action on Resolution 2014-15 authorizing the City Manager to approve an Intergovernmental Agreement between the City of Surprise and the Flood Control District of Maricopa County for the drainage improvements at Martin Acres.

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**Motion:**

I move to approve resolution # 2014-15.

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**Background:**

Martin Acres was platted in the County over 30 years ago and portions of the community are currently within the Flood Plain and Floodway. This community has experienced flooding on numerous occasions causing property inundation and access problems for residents and emergency vehicles. The cause of this flooding is due to a wash that bisects the Martin Acres community from North to South. Many property owners in the area have resorted to berming, fence modifications, and channeling to prevent the flooding of their property. These improvements have compounded the flooding that is occurring within the community by widening the watershed.

The City of Surprise applied for a grant through the Flood Control District's Small Project Assistance Program to mitigate this flooding. This project was selected by the Flood Control District to receive a 75% cost contribution up to \$250,000 to supplement the city's capital funding. The design for this project is currently underway.

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**Financial Impact Statement:**

This is a non-growth project in the general capital fund under the Martin Acres Flood Control project (21106). The total budget for this project is \$909,500, the project had prior year expenditures of \$60,000, and the project budget for FY2014 is \$100,000 to complete design. With the acceptance of Resolution 2014-15, the FY2015 requested budget will included the construction costs, the remaining design fees, and the reimbursement from Maricopa Flood Control District of \$250,000 for construction costs.

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**ATTACHMENTS:**

Click to download

- ☐ [Presentation](#)
  - ☐ [Resolution 2014-15](#)
  - ☐ [IGA](#)
- 

**External Attachment Links:**

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**Meeting Requirements:**

Powerpoint    x       Video                      White Board                      Other    x

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

# MARTIN ACRES

## Flood Mitigation IGA

### City Council Work Session

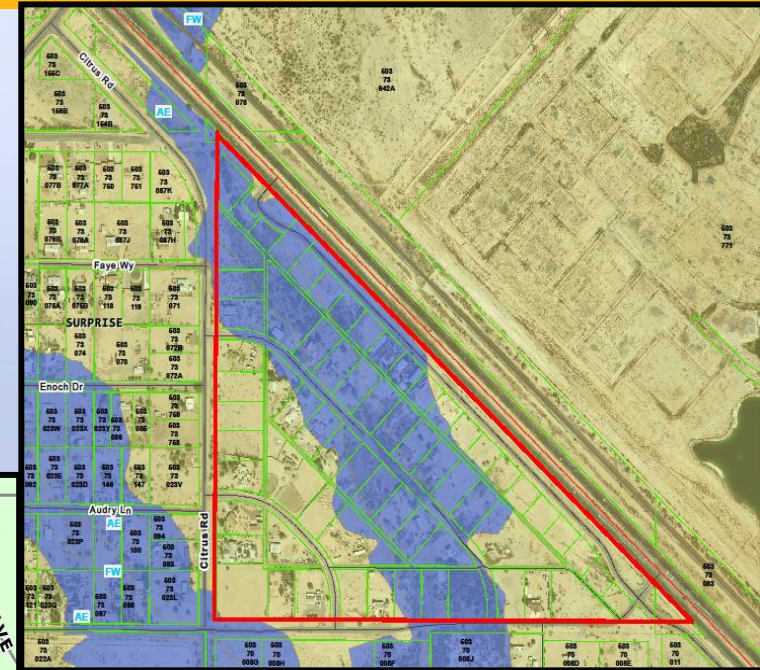
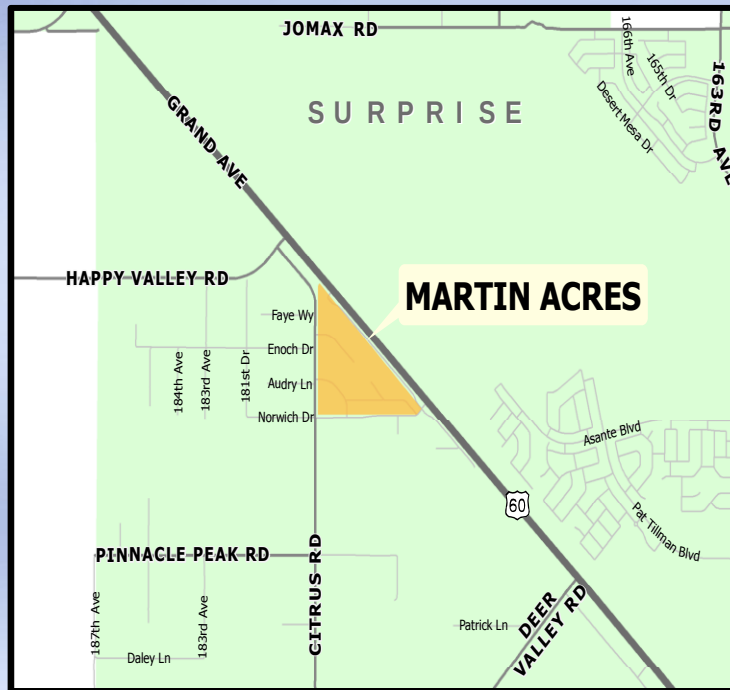
### February 4, 2014



# Agenda



- Project Update
- Flood Control District IGA
- Project Budget
- Next steps



- Agreement between the City of Surprise and the Flood Control District of Maricopa County for small project assistance funding
- Offset 75% of construction costs up to \$250,000
- Funding for construction cost only

# Proposed Plan



- Scaled down version of the DCR recommended improvements
  - Intercept the water at the Happy Valley & US60 culvert
  - Channel water within Citrus Rd to Norwich, outfall south of Norwich



# Construction Project Budget



- \$500,000 - FY15 General Capital Fund
- \$250,000- Grant Funding from FCD-FY15
- \$750,000- Total Construction Budget

# Next Steps



1. Design- June '13 – May '14
2. Construction Bid- June '14 – July '14
3. FCD Funding Available- July '14
4. Construction- August '14 – Jan '15

# Questions and Answers



**RESOLUTION # 2014-15**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE MARICOPA COUNTY FLOOD CONTROL DISTRICT INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING OF \$250,000.**

**WHEREAS**, the Maricopa County Flood Control District is awarding funding for local drainage improvements through their Small Projects Assistance Program;

**WHEREAS**, the City is entering into an Intergovernmental Agreement with Maricopa County Flood Control District; and,

**WHEREAS**, the Council of the City of Surprise desires to accept grant funding in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

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

**Section 1.** The City of Surprise City Manager or his delegates are authorized to execute and submit all documents and other necessary or desirable instruments in connection with the intergovernmental agreement, attached hereto as *Exhibit A*, and for grant funding including receiving grant funds in the amount of \$250,000.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

Attest:

Approved as to form:

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

\_\_\_\_\_  
Misty Leslie, City Attorney

When Recorded Return to:  
Flood Control District of Maricopa County  
2801 West Durango Street  
Phoenix, AZ 85009-6399

**Intergovernmental Agreement**  
for the  
**Design, Rights-of-Way Acquisition, Utility Relocations, Construction, Construction  
Management and Operation and Maintenance**  
of the  
**Martin Acres Drainage Improvement Project**  
between the  
**City of Surprise**  
and the  
**Flood Control District of Maricopa County**

**IGA FCD 2013A015**

**Agenda Item \_\_\_\_\_**

This Intergovernmental Agreement (this “Agreement”) is entered into by and between the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors (the “DISTRICT”), and the City of Surprise, a municipal corporation, acting by and through its Mayor and City Council, (the “CITY”). The CITY and the DISTRICT are collectively referred to as the PROJECT PARTNERS and as a PROJECT PARTNER.

This Agreement shall become effective as of the date it has been executed by all PROJECT PARTNERS. This Agreement will be recorded by the Maricopa County Recorder.

**DATE FILED WITH THE MARICOPA COUNTY RECORDER \_\_\_\_\_**

**STATUTORY AUTHORIZATION**

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) § 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.

2. The CITY is empowered by A.R.S. § 9-240(B) and §11-951 et.seq., as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

### **BACKGROUND**

3. On April, 27 2011 the Board of Directors of the DISTRICT (the Board) adopted Resolution FCD 2009R003A (C-69-09-062-6-01) authorizing the DISTRICT to cost-share in projects recommended under the DISTRICT's Small Project Assistance Program.
4. Under the DISTRICT's Small Project Assistance Program for Fiscal Year 2015, the CITY proposed the Martin Acres Drainage Improvement Project (the "PROJECT") to provide the following benefits:
  - 4.1 Reduce the flood hazard to Maricopa County Assessor's Parcel Number (APN) 503-72-034, that has experienced historic flooding;
  - 4.2 Reduce the flood hazard to APN 503-72-043, that has experienced historic flooding; and
  - 4.3 Reduce the flood hazard to roadways in the vicinity of the PROJECT that have experienced historic flooding.
5. The PROJECT scored 1st among 15 submittals for the Fiscal Year 2015 program, and has been recommended by DISTRICT staff.

### **PURPOSE OF THE AGREEMENT**

6. The purpose of this Agreement is to identify and define the responsibilities of the DISTRICT and the CITY for the design, rights-of-way acquisition, utility relocations, construction, construction management, and operation and maintenance of the PROJECT.

### **TERMS OF AGREEMENT**

7. The PROJECT shall mean the features required to accomplish the benefits enumerated in paragraph 4 of this Agreement. Features of the PROJECT, as envisioned at the time of this Agreement, are represented in Exhibit A, which PROJECT PARTNERS agree is subject to revision without formal amendment to this Agreement.
8. PROJECT CONSTRUCTION COST shall mean the actual amount of money required to complete the flood control features of the PROJECT that are completed and invoiced by the CITY to the DISTRICT between July 1, 2014 and June 30, 2015. The project completion/invoice timeframe and the term PROJECT CONSTRUCTION COST, shall not be amended.
  - 8.1 The following costs are expressly excluded from the PROJECT CONSTRUCTION COST shared under this Agreement:

- 8.1.1 Costs associated with design, rights-of-way acquisition, permitting, construction management (including materials testing and survey work), operations and maintenance.
    - 8.1.2 Costs associated with multi-use, landscaping or aesthetic features.
    - 8.1.3 Personnel and administrative costs incurred by either PROJECT PARTNER.
  - 8.2 The PROJECT CONSTRUCTION COST is currently estimated to be Seven Hundred Fifty Thousand dollars (\$750,000), which PROJECT PARTNERS AGREE is subject to revision without formal amendment to this Agreement.
9. The DISTRICT shall:
- 9.1 Fund seventy-five percent (75%) of the PROJECT CONSTRUCTION COST incurred and invoiced between July 1, 2014 and June 30, 2015, with the funding from the DISTRICT capped at a maximum of Two Hundred Fifty Thousand Dollars (\$250,000) in accordance with the DISTRICT's Small Project Assistance Program. The DISTRICT's current estimated funding share is Two Hundred Fifty Thousand Dollars (\$250,000). DISTRICT funds will be from the DISTRICT's secondary tax levy revenues and DISTRICT funding shall be contingent upon the availability of DISTRICT Capital Improvement Program Budget funding. The DISTRICT's cost share percentage and contribution limit shall not be amended. The project completion/invoice deadline date shall not be amended.
  - 9.2 Reimburse the CITY per the terms of this Agreement within thirty (30) days of receipt of an invoice from the CITY for its share of the PROJECT CONSTRUCTION COST.
  - 9.3 Participate in a final inspection of the completed PROJECT with the CITY.
10. The CITY shall:
- 10.1 Fund the full PROJECT CONSTRUCTION COST not reimbursed by the DISTRICT, making the CITY's estimated PROJECT CONSTRUCTION COST share Five Hundred Thousand Dollars (\$500,000); and CITY will fully fund all PROJECT costs for any work completed and invoiced before July 1, 2014 or after June 30, 2015. The CITY's cost share responsibility and the project completion/invoice timeframe shall not be amended.
  - 10.2 Fully and solely pay any payment required that does not fall within the definition of PROJECT CONSTRUCTION COST.
  - 10.3 Serve as the lead agency for all aspects of PROJECT implementation.
  - 10.4 Invoice the DISTRICT as follows:
    - 10.4.1 Within thirty (30) days of award of a PROJECT construction contract for one-half (1/2) of its share of the PROJECT CONSTRUCTION COST.
    - 10.4.2 Within thirty (30) days of completion of construction of the PROJECT, but no later than June 30, 2015, prepare a final accounting including change order costs not previously paid, and invoice the DISTRICT for the remainder of its share of the PROJECT CONSTRUCTION COST incurred, if any, to date.

- 10.5 Reimburse the DISTRICT for any previous over-payments.
- 10.6 Design the PROJECT, and provide PROJECT plans and specifications to the DISTRICT (including interim submittals as appropriate) for review and comment. The DISTRICT shall provide, within three (3) weeks of receipt of the plans and specifications from the CITY, comments on the plans and specifications, if any. The CITY shall address the comments provided by the DISTRICT and incorporate into the PROJECT as appropriate.
- 10.7 Coordinate and staff any necessary public involvement activities related to the PROJECT.
- 10.8 Obtain all permits required for the PROJECT.
- 10.9 Obtain rights-of-way required for the PROJECT.
- 10.10 Relocate conflicting utilities.
- 10.11 Construct the PROJECT, provide construction management (including materials testing and survey work), and provide any proposed construction change orders to the DISTRICT for concurrence.
- 10.12 Coordinate a final inspection of the completed PROJECT with the DISTRICT.
- 10.13 City Acceptance of the completed PROJECT and take over responsibility for operation and maintenance of the completed PROJECT. The maintenance activities to be performed include, but are not limited to, maintaining the flood control function of the PROJECT, including sediment and vegetation removal and any and all aesthetic, park, and public use features, maintenance of landscaping, irrigation, multi-use trails and berms, removal of trash and debris, electricity and other operation costs for the facilities, vandalism repair and replacement, and structural repair and replacement of the flood control structures. The CITY may delegate this responsibility to a third party but will remain ultimately accountable to the DISTRICT under this Agreement.
- 10.14 Require that any contractor selected for the PROJECT:
  - 10.14.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214(A);
  - 10.14.2 Agree that a breach of the warranty under paragraph 10.14.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;
  - 10.14.3 Agree that the DISTRICT retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 10.14.1;
- 11. Any local permits required for the PROJECT that are issued by either PROJECT PARTNER shall be issued at no cost to the PROJECT.
- 12. Either PROJECT PARTNER may, with mutual written agreement of all PROJECT PARTNERS, delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating PROJECT PARTNER of its original responsibilities as defined herein.

13. Each PROJECT PARTNER certifies that it has disclosed to the other PROJECT PARTNER any known ongoing or anticipated litigation (to which it is a party) related to the PROJECT or PROJECT-affiliated flooding hazards, and shall continue to make such disclosures through the duration of this Agreement.
14. In the case of any dispute over any items in this Agreement, the PROJECT PARTNERS agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the PROJECT PARTNERS to seek any remedies provided by law.
15. Each PROJECT PARTNER shall take reasonable and necessary actions within its authority to ensure that only storm water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency, Clean Water Act, Arizona Pollutant Discharge Elimination System or any other applicable discharge requirements, including any permit requirements.
16. The PROJECT PARTNERS agree to equally share the cost of a PROJECT compliance and cost audit to be initiated within sixty (60) days of PROJECT completion, if requested by either PROJECT PARTNER. An independent auditing firm on contract to the DISTRICT and agreeable to the PROJECT PARTNERS will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within forty-five (45) days of acceptance by all PROJECT PARTNERS of the audit report.
17. Each PROJECT PARTNER (indemnitor) shall, to the extent permissible by law, indemnify, defend and save harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. The CITY shall further, to the extent permissible by law, indemnify, defend and save harmless the DISTRICT including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of recreational use of the PROJECT in the event that it elects to invite such use (with or without DISTRICT concurrence). Such indemnification obligations shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for its own negligence or wrongful acts as provided by law.
18. Each PROJECT PARTNER shall:
  - 18.1 Comply with A.R.S. §§ 41-4401 and 23-214(A). Failure by either PROJECT PARTNER to comply with A.R.S. §§ 41-4401 and 23-214(A) shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.
  - 18.2 Retains the legal right to inspect the records of the other PROJECT PARTNER's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. §§ 41-4401 and 23-214(A).
  - 18.3 Certifies that, pursuant to A.R.S. §§ 35-391.06 and 35-393.06, it does not have a scrutinized business operation in either Sudan or Iran.

19. All notices or demands upon any PROJECT PARTNER shall be in writing and shall be delivered in person, by express delivery service for which a receipt is obtained or sent by mail addressed as follows:

Flood Control District of Maricopa County  
Chief Engineer and General Manager  
2801 West Durango Street  
Phoenix, Arizona 85009-6399

City of Surprise  
City Engineer  
16000 N. Civic Center Plaza  
Surprise, Arizona 85374

20. This Agreement shall expire either (a) two years from the date of execution by all PROJECT PARTNERS, or (b) upon both completion of the PROJECT and satisfaction of all funding obligations and reimbursements associated with this Agreement, whichever is the first to occur. However, by mutual written agreement of all PROJECT PARTNERS, this Agreement may be amended or terminated except as expressly stated in this Agreement. The operation and maintenance and indemnification provisions of this Agreement shall survive the expiration of this Agreement.
21. This Agreement is subject to the provisions of A.R.S. § 38-511.
22. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the PROJECT PARTNERS, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
23. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more PROJECT PARTNERS, the PROJECT PARTNERS agree that this Agreement shall be renegotiated at the written request of either PROJECT PARTNER.

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**  
**A Municipal Corporation**

Recommended by:

\_\_\_\_\_  
Timothy S. Phillips, P.E.                      Date  
Chief Engineer and General Manager

Approved and Accepted:

By: \_\_\_\_\_  
Chairman, Board of Directors              Date

Attest:

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

The foregoing Intergovernmental Agreement FCD 2013A015 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

\_\_\_\_\_  
Flood Control District General Counsel              Date

**CITY OF SURPRISE**  
**A Municipal Corporation**

Approved and Accepted By:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Attest:

By:

\_\_\_\_\_  
City Clerk

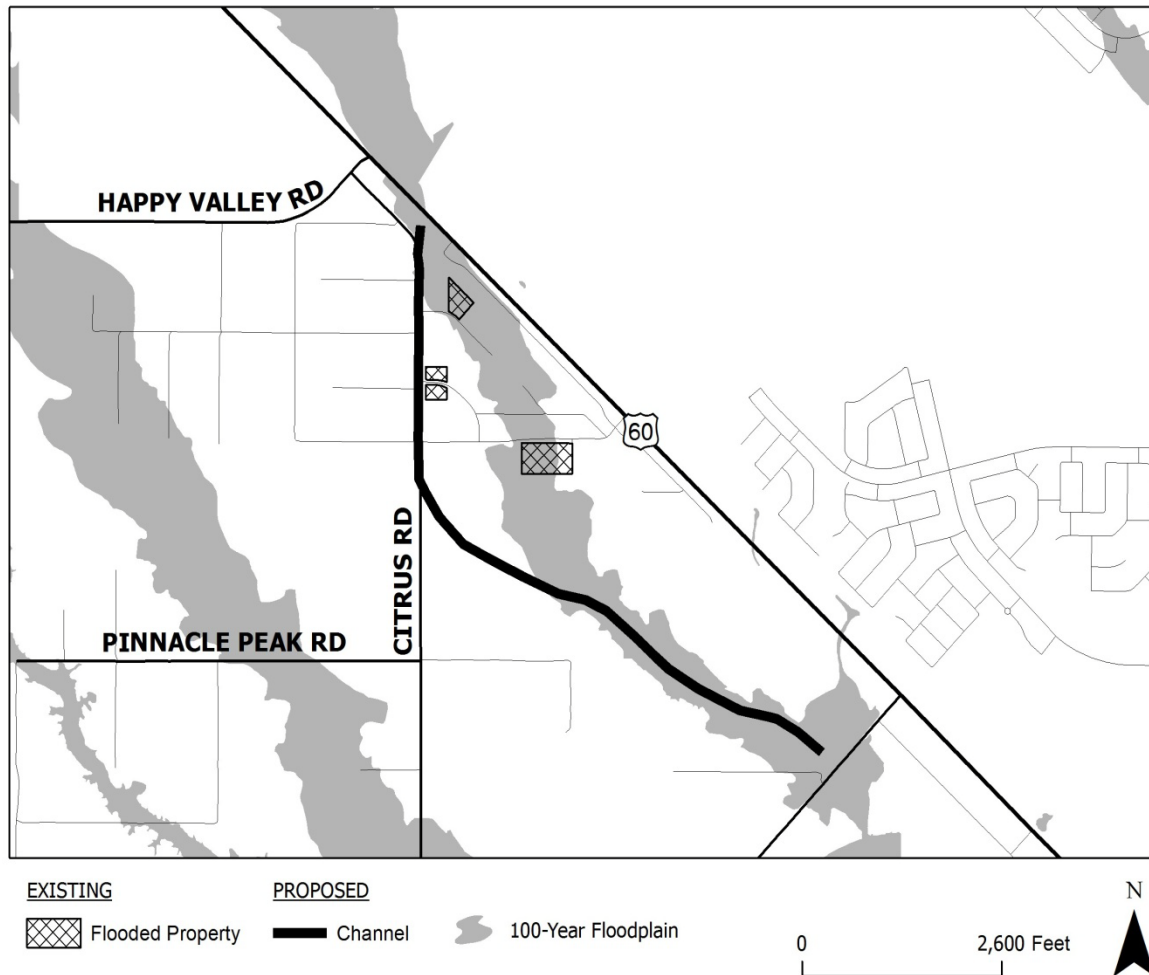
\_\_\_\_\_  
Date

The foregoing Intergovernmental Agreement FCD 2013A015 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Surprise under the laws of the State of Arizona.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

## Exhibit A: Martin Acres Drainage Improvement Project



When Recorded Return to:  
Flood Control District of Maricopa County  
2801 West Durango Street  
Phoenix, AZ 85009-6399

**Intergovernmental Agreement**

for the

**Design, Rights-of-Way Acquisition, Utility Relocations, Construction, Construction  
Management and Operation and Maintenance**

of the

**Martin Acres Drainage Improvement Project**

between the

**City of Surprise**

and the

**Flood Control District of Maricopa County**

**IGA FCD 2013A015**

**Agenda Item \_\_\_\_\_**

This Intergovernmental Agreement (this "Agreement") is entered into by and between the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors (the "DISTRICT"), and the City of Surprise, a municipal corporation, acting by and through its Mayor and City Council, (the "CITY"). The CITY and the DISTRICT are collectively referred to as the PROJECT PARTNERS and as a PROJECT PARTNER.

This Agreement shall become effective as of the date it has been executed by all PROJECT PARTNERS. This Agreement will be recorded by the Maricopa County Recorder.

**DATE FILED WITH THE MARICOPA COUNTY RECORDER \_\_\_\_\_**

**STATUTORY AUTHORIZATION**

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) § 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.

2. The CITY is empowered by A.R.S. § 9-240(B) and §11-951 et.seq., as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

### **BACKGROUND**

3. On April, 27 2011 the Board of Directors of the DISTRICT (the Board) adopted Resolution FCD 2009R003A (C-69-09-062-6-01) authorizing the DISTRICT to cost-share in projects recommended under the DISTRICT's Small Project Assistance Program.
4. Under the DISTRICT's Small Project Assistance Program for Fiscal Year 2015, the CITY proposed the Martin Acres Drainage Improvement Project (the "PROJECT") to provide the following benefits:
  - 4.1 Reduce the flood hazard to Maricopa County Assessor's Parcel Number (APN) 503-72-034, that has experienced historic flooding;
  - 4.2 Reduce the flood hazard to APN 503-72-043, that has experienced historic flooding; and
  - 4.3 Reduce the flood hazard to roadways in the vicinity of the PROJECT that have experienced historic flooding.
5. The PROJECT scored 1st among 15 submittals for the Fiscal Year 2015 program, and has been recommended by DISTRICT staff.

### **PURPOSE OF THE AGREEMENT**

6. The purpose of this Agreement is to identify and define the responsibilities of the DISTRICT and the CITY for the design, rights-of-way acquisition, utility relocations, construction, construction management, and operation and maintenance of the PROJECT.

### **TERMS OF AGREEMENT**

7. The PROJECT shall mean the features required to accomplish the benefits enumerated in paragraph 4 of this Agreement. Features of the PROJECT, as envisioned at the time of this Agreement, are represented in Exhibit A, which PROJECT PARTNERS agree is subject to revision without formal amendment to this Agreement.
8. PROJECT CONSTRUCTION COST shall mean the actual amount of money required to complete the flood control features of the PROJECT that are completed and invoiced by the CITY to the DISTRICT between July 1, 2014 and June 30, 2015. The project completion/invoice timeframe and the term PROJECT CONSTRUCTION COST, shall not be amended.
  - 8.1 The following costs are expressly excluded from the PROJECT CONSTRUCTION COST shared under this Agreement:

- 8.1.1 Costs associated with design, rights-of-way acquisition, permitting, construction management (including materials testing and survey work), operations and maintenance.
  - 8.1.2 Costs associated with multi-use, landscaping or aesthetic features.
  - 8.1.3 Personnel and administrative costs incurred by either PROJECT PARTNER.
- 8.2 The PROJECT CONSTRUCTION COST is currently estimated to be Seven Hundred Fifty Thousand dollars (\$750,000), which PROJECT PARTNERS AGREE is subject to revision without formal amendment to this Agreement.
- 9. The DISTRICT shall:
  - 9.1 Fund seventy-five percent (75%) of the PROJECT CONSTRUCTION COST incurred and invoiced between July 1, 2014 and June 30, 2015, with the funding from the DISTRICT capped at a maximum of Two Hundred Fifty Thousand Dollars (\$250,000) in accordance with the DISTRICT's Small Project Assistance Program. The DISTRICT's current estimated funding share is Two Hundred Fifty Thousand Dollars (\$250,000). DISTRICT funds will be from the DISTRICT's secondary tax levy revenues and DISTRICT funding shall be contingent upon the availability of DISTRICT Capital Improvement Program Budget funding. The DISTRICT's cost share percentage and contribution limit shall not be amended. The project completion/invoice deadline date shall not be amended.
  - 9.2 Reimburse the CITY per the terms of this Agreement within thirty (30) days of receipt of an invoice from the CITY for its share of the PROJECT CONSTRUCTION COST.
  - 9.3 Participate in a final inspection of the completed PROJECT with the CITY.
- 10. The CITY shall:
  - 10.1 Fund the full PROJECT CONSTRUCTION COST not reimbursed by the DISTRICT, making the CITY's estimated PROJECT CONSTRUCTION COST share Five Hundred Thousand Dollars (\$500,000); and CITY will fully fund all PROJECT costs for any work completed and invoiced before July 1, 2014 or after June 30, 2015. The CITY's cost share responsibility and the project completion/invoice timeframe shall not be amended.
  - 10.2 Fully and solely pay any payment required that does not fall within the definition of PROJECT CONSTRUCTION COST.
  - 10.3 Serve as the lead agency for all aspects of PROJECT implementation.
  - 10.4 Invoice the DISTRICT as follows:
    - 10.4.1 Within thirty (30) days of award of a PROJECT construction contract for one-half (1/2) of its share of the PROJECT CONSTRUCTION COST.
    - 10.4.2 Within thirty (30) days of completion of construction of the PROJECT, but no later than June 30, 2015, prepare a final accounting including change order costs not previously paid, and invoice the DISTRICT for the remainder of its share of the PROJECT CONSTRUCTION COST incurred, if any, to date.

- 10.5 Reimburse the DISTRICT for any previous over-payments.
- 10.6 Design the PROJECT, and provide PROJECT plans and specifications to the DISTRICT (including interim submittals as appropriate) for review and comment. The DISTRICT shall provide, within three (3) weeks of receipt of the plans and specifications from the CITY, comments on the plans and specifications, if any. The CITY shall address the comments provided by the DISTRICT and incorporate into the PROJECT as appropriate.
- 10.7 Coordinate and staff any necessary public involvement activities related to the PROJECT.
- 10.8 Obtain all permits required for the PROJECT.
- 10.9 Obtain rights-of-way required for the PROJECT.
- 10.10 Relocate conflicting utilities.
- 10.11 Construct the PROJECT, provide construction management (including materials testing and survey work), and provide any proposed construction change orders to the DISTRICT for concurrence.
- 10.12 Coordinate a final inspection of the completed PROJECT with the DISTRICT.
- 10.13 City Acceptance of the completed PROJECT and take over responsibility for operation and maintenance of the completed PROJECT. The maintenance activities to be performed include, but are not limited to, maintaining the flood control function of the PROJECT, including sediment and vegetation removal and any and all aesthetic, park, and public use features, maintenance of landscaping, irrigation, multi-use trails and berms, removal of trash and debris, electricity and other operation costs for the facilities, vandalism repair and replacement, and structural repair and replacement of the flood control structures. The CITY may delegate this responsibility to a third party but will remain ultimately accountable to the DISTRICT under this Agreement.
- 10.14 Require that any contractor selected for the PROJECT:
  - 10.14.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214(A);
  - 10.14.2 Agree that a breach of the warranty under paragraph 10.14.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;
  - 10.14.3 Agree that the DISTRICT retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 10.14.1;
- 11. Any local permits required for the PROJECT that are issued by either PROJECT PARTNER shall be issued at no cost to the PROJECT.
- 12. Either PROJECT PARTNER may, with mutual written agreement of all PROJECT PARTNERS, delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating PROJECT PARTNER of its original responsibilities as defined herein.

13. Each PROJECT PARTNER certifies that it has disclosed to the other PROJECT PARTNER any known ongoing or anticipated litigation (to which it is a party) related to the PROJECT or PROJECT-affiliated flooding hazards, and shall continue to make such disclosures through the duration of this Agreement.
14. In the case of any dispute over any items in this Agreement, the PROJECT PARTNERS agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the PROJECT PARTNERS to seek any remedies provided by law.
15. Each PROJECT PARTNER shall take reasonable and necessary actions within its authority to ensure that only storm water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency, Clean Water Act, Arizona Pollutant Discharge Elimination System or any other applicable discharge requirements, including any permit requirements.
16. The PROJECT PARTNERS agree to equally share the cost of a PROJECT compliance and cost audit to be initiated within sixty (60) days of PROJECT completion, if requested by either PROJECT PARTNER. An independent auditing firm on contract to the DISTRICT and agreeable to the PROJECT PARTNERS will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within forty-five (45) days of acceptance by all PROJECT PARTNERS of the audit report.
17. Each PROJECT PARTNER (indemnitor) shall, to the extent permissible by law, indemnify, defend and save harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. The CITY shall further, to the extent permissible by law, indemnify, defend and save harmless the DISTRICT including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of recreational use of the PROJECT in the event that it elects to invite such use (with or without DISTRICT concurrence). Such indemnification obligations shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for its own negligence or wrongful acts as provided by law.
18. Each PROJECT PARTNER shall:
  - 18.1 Comply with A.R.S. §§ 41-4401 and 23-214(A). Failure by either PROJECT PARTNER to comply with A.R.S. §§ 41-4401 and 23-214(A) shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.
  - 18.2 Retains the legal right to inspect the records of the other PROJECT PARTNER's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. §§ 41-4401 and 23-214(A).
  - 18.3 Certifies that, pursuant to A.R.S. §§ 35-391.06 and 35-393.06, it does not have a scrutinized business operation in either Sudan or Iran.

19. All notices or demands upon any PROJECT PARTNER shall be in writing and shall be delivered in person, by express delivery service for which a receipt is obtained or sent by mail addressed as follows:

Flood Control District of Maricopa County  
Chief Engineer and General Manager  
2801 West Durango Street  
Phoenix, Arizona 85009-6399

City of Surprise  
City Engineer  
16000 N. Civic Center Plaza  
Surprise, Arizona 85374

20. This Agreement shall expire either (a) two years from the date of execution by all PROJECT PARTNERS, or (b) upon both completion of the PROJECT and satisfaction of all funding obligations and reimbursements associated with this Agreement, whichever is the first to occur. However, by mutual written agreement of all PROJECT PARTNERS, this Agreement may be amended or terminated except as expressly stated in this Agreement. The operation and maintenance and indemnification provisions of this Agreement shall survive the expiration of this Agreement.
21. This Agreement is subject to the provisions of A.R.S. § 38-511.
22. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the PROJECT PARTNERS, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
23. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more PROJECT PARTNERS, the PROJECT PARTNERS agree that this Agreement shall be renegotiated at the written request of either PROJECT PARTNER.

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**  
**A Municipal Corporation**

Recommended by:

\_\_\_\_\_  
Timothy S. Phillips, P.E.                      Date  
Chief Engineer and General Manager

Approved and Accepted:

By: \_\_\_\_\_  
Chairman, Board of Directors              Date

Attest:

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

The foregoing Intergovernmental Agreement FCD 2013A015 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

\_\_\_\_\_  
Flood Control District General Counsel              Date



## Exhibit A: Martin Acres Drainage Improvement Project

