



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

Tuesday, March 3, 2015 @ 6:00 PM
COUNCIL CHAMBERS

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- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS
- E. City Manager Report:
- F. City Attorney Report:
- G. City Clerk Report:
- H. 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 Citywide | <u>Consideration and action on the meeting minutes of February 17, 2015 Regular City Council Work session and Regular City Council Meeting.</u> | Approve
Sherry Ann
Aguilar,
City Clerk |
| 2. | District 4 | <u>Consideration and action to approve a request by Fred Khosho for Acquisition of Control of a Series #10 liquor license for Cindy's Mini Market #2 located at 15444 Greasewood Street, Surprise, AZ. 85374 (Current License #10074897).</u> | Approve
Sherry Ann
Aguilar, City
Clerk MMC |
| 3. | District 3 | <u>Consideration and action to approve a Sampling License for Wal-Mart Supercenter #5429 located at 14111 North Prasada Gateway, Surprise, AZ. 85388 (Current License #09070272).</u> | Approve
Sherry Ann
Aguilar, City
Clerk MMC |
| 4. | District 5 | <u>Consideration and action to approve Sampling Licenses for Wal-Mart Neighborhood Market #4218 located at 15431 W. Greenway Road, Surprise, AZ. 85374 (Current license #09070028) and Wal-Mart Supercenter #5429 located at 14111 N. Prasada Gateway, Surprise, AZ. 85388 (current license #09070272).</u> | Approve
Sherry Ann
Aguilar, City
Clerk MMC |
| 5. | District 3 | <u>Approval of Final Plat for the Pet Club retail facility generally</u> | Approve |

located on the southwestern corner of North Cotton Lane and West Greenway Road; Resolution 2015-19.

Hobart Wingard - Community Development

6. District Citywide Consideration and action accepting grant funding from the State of Arizona Pre Disaster Mitigation Program in the amount of \$18,675 and amending the fiscal year 2015 budget in the amount of \$24,900; Resolution 2015-23.

Approve Michael Boule, Public Works Department

Regular Agenda Item - Non-Public Hearing:

7. District Citywide Discussion and presentation regarding Operating Budget Revenue

No Action Lindsey Duncan, Finance Director

8. District Citywide Consideration and action amending the fiscal year 2015 budget in the amount of \$396,000 to establish the clubhouse improvements project (21514); Resolution 2015-01.

Approve Mark A. Coronado, Director - Community & Recreation Services

9. District Citywide Consideration of Action approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Surprise and the Arizona Water and Wastewater Agency Response Network (AZWARN) memorializing the terms and procedures for requesting emergency response for water and wastewater utilities outside a utility service area in times of emergencies; Resolution 2014-104.

Approve Terry Lowe, Director Water Resource Management Department

10. District Citywide Consideration and action approving an intergovernmental agreement with Arizona Department of Transportation for transportation alternative non-infrastructure funds and amending the FY2014-15 budget in the amount of \$72,500 for the completion of a Safe Routes to School Action Plan for Arizona Charter Academy, Imagine Rosefield, and Imagine Preparatory required by an awarded Transportation Alternative Non-Infrastructure Grant; Resolution 2015-24.

Approve Martin Lucero, Community Development

11. District 4 Consideration and action amending the fiscal year 2015 budget to establish the Jerry Street and Rimrock drainage improvements capital project and entering into an Intergovernmental Agreement (IGA) with Maricopa Flood Control for small project assistance; Resolution 2015-22.

Approve Karl Zook, Public Works Department

I. 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.

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. 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.

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

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: February 26, 2015 at

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

March 3, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date: March 3, 2015

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Citywide

Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the meeting minutes of February 17, 2015 Regular City Council Work session and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

- ☐ [Reg Mtg Minutes - Feb 17 2015](#)
 - ☐ [REg Work Session - Feb 17, 2015](#)
-

External Attachment Links:

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
Regular City Council Meeting Agenda
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, February 17, 2015 @ 06:35 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:35 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, February 17, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

Staff City Manager, Bob Wingenroth, City Attorney, Misty Leslie, and Deputy
Present: City Clerk, Linda Stevens.

Pledge of Allegiance

Invocation

City Manager Report

City Attorney Report

Consent Agenda

- 1a. **Consideration and action on the meeting minutes of January 20, 2015 and February 3, 2015 Regular City Council Work Sessions and Regular City Council Meetings - APPROVED AS AMENDED**

Council Member Tande removed item 1 from the consent agenda to change the wording of the January 20, 2015 Work Session Minutes.

Regular City Council Meeting Minutes – February 17, 2015 – Page 2

Council Member Tande made the motion to approve the January 20, 2015 Work Session Minutes as amended. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

1b. Consideration and action on the meeting minutes of January 20, 2015 Regular Meeting and February 3, 2015 Regular Work Session and Regular City Council Meeting - APPROVED

Council Member Tande made the motion to approve the remaining minutes. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

- 2. Consideration and action on a Resolution 2015-12, declaring City's intention to create Sierra Montana Phase 1 Parcel G #141 Street Lighting Improvement District pursuant to A.R.S. Section 48-616 -APPROVED**
- 3. Consideration and action approving an intergovernmental agreement between the City of Surprise and the City of Phoenix for the provision of annual firefighter physicals and other related medical services for both Police and Fire-Medical personnel, and authorizing the City Manager to execute all necessary documents; Resolution 2015-13 - APPROVED**
- 4. Approval of final plat entitled "Final Plat Sierra Montana Phase 1 North - Parcel G", subdividing property generally located on the northwest corner of Acoma Drive and Cotton Lane; Resolution 2015-14 - APPROVED**

Regular Agenda Item - Non-Public Hearing

- 5. Consideration and action approving an Economic Development Agreement between the City of Surprise and IRIS USA, Inc., with reimbursement obligations to the City up to \$500,000, and amending the Fiscal Year 2015 Budget by reallocating \$15,000 from Economic Development Contingency to Community Development Department services budget; Resolution 2015-20 - APPROVED**

Mike Hoover of Economic Development gave a powerpoint presentation.

Mr. Hoover introduced Chet Keizer, President.

Regular City Council Meeting Minutes – February 17, 2015 – Page 3

Mayor Wolcott stated that we are all celebrating together, she thanked Mr. Hoover and the team.

Council Member Hall welcomed the company to Surprise. He then inquired about the self-certification process.

Mr. Hoover stated that they have a written statement from APS.

Council Member Tande welcomed them to District 6.

Council Member Tande made the motion to approve Resolution 2015-20. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

6. Consideration and possible action including removal of Tourism Advisory Commission Member, Ed Westerfield pursuant to Municipal Code Sec. 2-295(8), Attendance - APPROVED REFERRING TO THE SELECTION COMMITTEE

Mayor Wolcott explained the purpose of this item.

Mr. Westerfield explained to Council why he would like to remain on the Tourism Advisory Commission.

Council Member Winters spoke of obligations and stated that his position is that he resigns.

Mayor Wolcott spoke of the meeting schedule and asked if Council would consider adjusting the meeting time.

Council Member Villanueva stated that she would consider that.

Mr. Westerfield stated that the time change to 6 PM would benefit the public as well.

Council Member Biundo gave history of the Tourism Commission and stated that there are particular prescribed appointments. He also spoke of restaurateurs and their schedule conflict.

Council Member Tande inquired about their meeting time.

City Attorney Leslie reminded Council of what the City Code says.

Regular City Council Meeting Minutes – February 17, 2015 – Page 4

Council Member Hall spoke of past meeting times and public attendance. He suggested that one of Mr. Westerfield's partners attend the meetings in his place.

Mayor Wolcott stated that she doesn't want to lose a voice that she values and stated that it is the will of the Council.

Council Member Biundo suggested getting the perspective of the Tourism Commission.

Mayor Wolcott referred to the Selection Commission for options to better serve the public and the intent of the Ordinance.

Council Member Winters asked Mr. Westerfield if he discussed this conflict with the Tourism Chair.

Mr. Westerfield stated that he has not had a chance.

Vice Mayor Williams made the motion to refer to the Selection Subcommittee. Council Member Villanueva seconded the motion. Six yes votes, one no votes (Hall). Motion carried.

7. Presentation and discussion on the FY2014 Comprehensive Annual Financial Report, the Single Audit, Management Letter, Communication with Governance, Annual Expenditure Limitation (AELR) Report, Highway User Revenue Fund (HURF) Report, and Local Transportation Assistance Funds II (LTAF) Report - NO ACTION

Andrea Davis, Assistant Finance Director reported on this item.

Council Member Tande commented on technical and software solutions and possibly needing additional staff.

Vice Mayor Williams stated that the report has changed drastically over the years and credited staff and leadership

Council Member Hall inquired about page 63, paragraph 2; page 75 interfund borrowing section.

8. Discussion and possible action forming a committee to review and make recommendations to council on funding capital improvement projects within the city, based on information and direction from council obtained at the February 17th Council Work session. - APPROVED RESOLUTION 2015-21

Regular City Council Meeting Minutes – February 17, 2015 – Page 5

City Attorney, Misty Leslie spoke of a consensus and feedback.

Ms. Leslie stated that the committee must have the following: purpose; powers; membership and bylaws. She further commented that there was clearly a consensus to form a committee.

Membership: Planning and Zoning Commission; Community and Recreation Services Advisory Commission; two members from the Dysart Unified School District; one member from the Nadaburg School District and one member from the Surprise Regional Chamber of Commerce.

Council Member Tande stated that those members make a good committee. He inquired about having citizens apply.

Ms. Leslie explained the time limitation.

Council Member Biundo stated that the concept of having a committee that will recommend to go forward with a bond issue or not that is composed primarily of the advocates of the projects within that bond, strikes him as wrong and contradictory. He further stated that there is merit in having a Capital Improvement Committee.

Council Member Biundo made the motion to initiate a bond election process by appointing a Citizen Bond Election Committee in December 2015. Council Member Winters seconded the motion.

Vice Mayor Williams requested amending the date and explained the benefits. He further stated that there needs to be caution moving forward and that the conversation needs to continue on.

Council Member Villanueva stated that she thought that the committee was just going to look at options.

Council Member Tande addressed concerns that Council Member Biundo has.

Council Member Hall spoke of the membership and advocacy aspect and further commented that he likes the make-up of the committee. He commented that he would respectfully vote no on Council Member Biundo's position.

Mayor Wolcott referred to good arguments and concerns. She spoke of having a good balance, intermingling members of committees. She further commented that it's important that we get the best possible result and continue to discuss and forward the appropriate information.

Regular City Council Meeting Minutes – February 17, 2015 – Page 6

Mayor Wolcott stated that she would respectfully be voting no on Council Member Biundo's motion and hopes that we can find an alternative solution.

Council Member Biundo added what his motion does and does not do.

Roll call voice vote: Mayor Wolcott - no; Vice Mayor Williams - no; Council Member Winters - yes; Council Member Biundo - yes; Council Member Villanueva - no; Council Member Hall - no and Council Member Tande - no. Five no votes; two yes votes. Motion failed.

Ms. Leslie reported on how the committee is comprised. A quorum is set at 10 members not 50 % of membership.

Vice Mayor Williams spoke of opening this up to the public, transparency and agreed with the quorum of 10.

Council Member Tande commented on 4 volunteers and getting a different perspective.

Ms. Leslie commented that this recommendation was made because it is a quick process and that the people are knowledgeable and they are committed.

Council Member Tande commented on public participation and adding 4 new members.

Mayor Wolcott stated that there will be considerable public engagement. She agreed with the 10 quorum with 17 members.

Ms. Leslie reviewed the bylaws.

Council Member Hall stated that there will be a lot of public attendance.

Ms. Leslie reviewed the powers, duties, purpose and questions with Council.

Vice Mayor Williams stated that this is a good jump start in educating but does not feel that last question should be posed it should be decided by Council.

Council Member Tande agreed.

Vice Mayor Williams spoke of articulating to the committee at the start and calling the question.

Mayor Wolcott spoke of giving the committee the big picture; dove tailing together and they should clearly understand what they should do.

Regular City Council Meeting Minutes – February 17, 2015 – Page 8

Council Member Biundo commented he would be voting no.

City Manager Wingenroth reported on the meeting with Dysart School District.

City Attorney Leslie read Resolution 2015-21 for the record

Council Member Hall made the motion to approve Resolution 2015-21. Council Member Tande seconded the motion. Six yes votes, One no vote (Biundo). Motion carried.

Public Comments:

Ken Wright wanted to speak before Council voted.

H. Call to the Public:

Mr. Masour spoke of how proud he is of his city, APS, power poles and needing a full-time council.

I. Other Business

None.

J. Mayor and Council Reports:

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

Council Member Winters: Second Sunday in the Park - Retirement Rocks Band and tour of Palo Verde Nuclear Plant

Council Member Biundo: Shout out to Arts Commission

Council Member Tande: Glad to be back, was in Hawaii

Council Member Hall: Judged Science Fair and Thunderbird Arts Festival

Council Member Villanueva: OTS Meeting on 2/25

Regular City Council Meeting Minutes – February 17, 2015 – Page 8

Vice Mayor Williams: reminded everyone to vote.

Mayor Wolcott: Thanked Council for their debate and discussion, great start in 2015

Vice Mayor Williams made the motion to enter into executive session at 8:40 PM.
Council Member Tande seconded the motion. Seven yes votes. Motion carried.

K. Executive Session

- 9. Discussion/consultation with the City Attorney to receive legal advice; and to consider its position on pending/contemplated litigation regarding development on property bounded by Bell, Litchfield, Greenway, and Bullard Roads. (A.R.S. Section 38-431.03(A)(3) & (4)). No Action**

L. Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Meeting of February 3, 2015 at 9:15 PM. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

Regular City Council Meeting Minutes – February 17, 2015 – Page 9

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, February 17, 2015**.

Sherry Ann Aguilar, City Clerk

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

Tuesday, February 17, 2015 @ 04:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular 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, February 17, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

Staff Present: City Manager, Bob Wingenroth, City Attorney, Misty Leslie, and Deputy City Clerk, Linda Stevens.

Pledge of Allegiance

Invocation

Regular Agenda Item - Non-Public Hearing

1. Presentation and discussion updating City Council on the development of a Signature Gateway Program for the City of Surprise - NO ACTION

Jackie Keller of Community Development reported on the Signature Gateway Program for the city. She spoke of the purpose and the next steps.

Council Member Villanueva spoke of existing signs and adding something a little higher.

Council Member Tande spoke of existing signs and consistency.

Council Member Biundo referred to the St. Louis Gateway Arch and spoke of a sign theme and unifying the signs.

Regular City Council Work Session Minutes – February 17, 2015 - Page 2

Council Member Hall spoke of a unifying message, simple and elegant signs. He commented that he would like to see a well-defined budget and that we get creative about the way it looks.

Council Member Tande stated that he likes a common design, the mountains, etc.

Mayor Wolcott spoke of the purpose and starting to plan a unified theme and brand.

2. Presentation and discussion regarding the Capital Improvement Program, prioritization, budget implications, and possible funding strategies and alternatives - NO ACTION

City Manager, Bob Wingenroth and Finance Director, Lindsey Duncan reported on the CIP.

Mr. Wingenroth stated he would try to synthesize some of what he heard from City Council and present some options to them. He reported on the following options: Proceed with bond questions November 2015; proceed in 1-2 years and postpone indefinitely.

Council questions:

Mayor Wolcott spoke of Mr. Wingenroth's leadership. She further commented that we need to continue fostering our relationship with Dysart.

Council Member Hall spoke of taking a look at overage in reserve and how strategically we can spend it; projects that need to be addressed in FY16; voter outreach and learning about school finances.

Council Member Tande spoke of the different systems in California; the term "override" and the city having the same concerns.

City Attorney Leslie reminded Council that they need to stay on the agenda topic.

Council Member Villanueva spoke of Dysart School District and being on the Board.

Council Member Biundo referred to the voter turnout initiative and voter turnout. He commented that he doesn't know what "supporting Dysart" means. He also referred to the recreation center.

Vice Mayor Williams referred to the term critical project. He stated that he is in favor of option 2.

Regular City Council Work Session Minutes – February 17, 2015 - Page 3

Council Member Tande inquired about the voter turnout initiative. He spoke of having options 1 and 2 on the table until June.

Mayor Wolcott gave a recap: voter turnout, different places handle things differently, find ways to educate as it is allowed, team approach to educate and building a sense of urgency.

Council Member Hall spoke of creating jobs in Surprise.

Council Member Villanueva stated that we should form a committee as soon as possible.

Ms. Leslie explained that there is a draft resolution and recommended going through it at the Regular Council Meeting.

Public Comments:

Mike Planeta: impressed with Council's discussion; agreed with Council Member Biundo and Vice Mayor Williams; timing is very important

Wayne Turner: music to his ears; have been talking about it for years; sees great movement with option 1 and 2.

Executive Session

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Work Session of February 17, 2015 at 6:10 PM. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk,

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, February 17, 2015.**

Sherry Ann Aguilar, City Clerk,



CITY OF SURPRISE
Regular City Council Meeting

March 3, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	March 3, 2015	Contact Person:	Sherry Ann Aguilar, City Clerk MMC
Submitting Department:		District:	4
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to approve a request by Fred Khosho for Acquisition of Control of a Series #10 liquor license for Cindy's Mini Market #2 located at 15444 Greasewood Street, Surprise, AZ. 85374 (Current License #10074897).

Motion:

I move to approve a request by Fred Khosho for Acquisition of Control of a Series #10 liquor license for Cindy's Mini Market #2 located at 15444 Greasewood Street, Surprise, AZ. 85374 (Current License #10074897).

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

☐ [Cindy's Mini Market #2 Application](#)

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):



City Clerk's Office
Sherry Ann Aguilar, City Clerk
16000 N. Civic Center Plaza
Surprise, AZ 85374
Ph: 623-222-1200
Fax: 623-222-1001

February 23, 2015

Falura Khosho
Cindy's Mini Market #2, Inc.
16601 N. 12th Street
Phoenix, AZ. 85022

Acquisition of Control – Existing License #10074897

Dear Ms. Khosho:

Please be advised that we are in receipt of your request for an Acquisition of Control for existing license 10074897 for Cindy's Mini Market #2 located at 15444 Greasewood Street, Surprise, Arizona 85378. The notice for this license has been posted on the property and will need to remain posted until the public hearing has taken place.

You are hereby notified that your presence is being requested by the City of Surprise Mayor and Common Council to attend a public hearing at our regular scheduled Council Meeting to be held on:

Tuesday, March 3, 2015 – 6:00 p.m.
Surprise City Hall - Council Chambers
16000 N. Civic Center Plaza

Upon receipt of this correspondence, please acknowledge receipt by email to clerk@surpriseaz.gov and advise who will be representing you at this meeting. Your cooperation is greatly appreciated.

If you have any questions, please call 623-222-1220.

Sincerely,

City Clerk, MMC

PUBLIC NOTICE

Notice is hereby given that the Surprise City Council will conduct a public hearing on **Tuesday, March 3, 2015 – 6:00 p.m.**, for a request for Acquisition of Control for Cindy's Mini Market #2 located at 15444 Greasewood Street, Surprise, AZ. 85378; request for Sampling Privileges for: Wal-Mart Supercenter #5429 (current license #09070272) located at 14111 N. Prasad Gateway, Surprise, AZ. 85388 and Wal-Mart Neighborhood Market #4218 (current license #09070028) located at 15431 W. Greenway Road, Surprise, AZ. 85374. The public hearings will be held in the City Council Chambers – 16000 N. Civic Center Plaza, Surprise, Arizona. Members of the public are invited to attend.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

2015-03
15 JAN 26 04:14 PM 153

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check
Appropriate
Box

☐ Agent Change
Complete Sections 1,2,3,4,6
(See Note 1 on back)

☒ Acquisition of Control
Complete Sections 1,2, (3,4 if changing Agent), 6

☐ Restructure
Complete Sections 1,2,(3,4 if changing Agent), 5,6
(See Note 2 on back)

**THIS COPY
NOT REDACTED**

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)

Khosho Fred 10074897
Last First Middle Liquor License #

2. ☒ Corporation ☐ L.L.C. ☐ N/A: Cindy's mini Market #2 Inc Corp. File #: 1103003-6
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Cindy's Mini Market #2 B1024983
(Exactly as it appears on license)

4. Business Address: 15444 Greasewood St Surprise Maricopa 85374
(Do not use P.O. Box Number) City COUNTY Zip

5. Is the business located within the incorporated limits of the above city or town? ☒ Yes ☐ No

6. Mailing Address: 15444 Greasewood St Surprise AZ 85374
City State Zip

7. Business Phone: (602) 972-5579 Residence Phone: () 623-972-5579

8. Does this transaction involve the sale of any portion of the corporate stock? ☒ YES ☒ NO ☐ N/A If yes, submit a certified copy of minutes.

9. Has there been any change of officers? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City	State	Zip
Khosho	Fred		President	758 E. Irma Ln.	Phoenix	AZ	85374
Khosho	Falura		Treas.	16601 N. 12th St	Phoenix	AZ	85022

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City	State	Zip
Khosko	Fread		99%	758 E Irma LN	Phx	AZ	85024
Khosho	Falura		1%	16601 N 12th St	Phx	AZ	85022

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Disabled individuals requiring special accommodations please call the Department

12/2/2014

Date Received 1/20/15
CSR SG

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises? ☒ YES ☐ NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: 10074897 Date of last renewal: 12/2014
2. Current Licensee or Agent: Khosho Falura
(Exactly as it appears on license) Last First Middle

I, Khosho Falura (Print full name) hereby consent to the appointment of agent for this license.

I agree to immediately assign a new agent in the event that I am unable to discharge the duties of agent for this license. I have not been convicted of a felony in the last five (5) years.

State of _____ County of _____

X _____
(Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER)

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

My commission expires on: 2-12-16

(Signature of NOTARY PUBLIC)

SECTION 5

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? ☐ YES ☒ NO If yes, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ TRUST
☐ OTHER Explain _____

Type of new ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ TRUST
☐ OTHER Explain _____

SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

X I, Falura Khosho (Print full name), hereby declare that I am the APPLICANT filing this application.

have read the application and the contents and all statements are true, correct and complete.

X Falura Khosho
(Signature of INDIVIDUAL OR AGENT)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

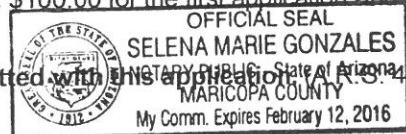
26 day of January, 2015
Day Month Year

My commission expires on: 2-12-16

(Signature of NOTARY PUBLIC)

NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

15 JAN 26 10:41 AM

QUESTIONNAIRE

P1047955 SG

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License

10074897

(If the location is currently licensed)

1. Check appropriate box →

☒ Controlling Person ☒ Agent

(Complete Questions 1-19)

Controlling Person or Agent must complete #21 for a Manager

☐ Manager (Only)(Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete # 21

2. Name: Khosho Falura Date of Birth: 11/15/75
Last First Middle (NOT a Public Record)

3. Social Security Number: 361-66-4002 Drivers License #: D02804414 State: Arizona
(NOT a public record) (NOT a public record)

4. Place of Birth: Baghdad Iraq Height: 5-7 Weight: 180 Eyes: GRN Hair: BRN
City State Country (not county)

5. Marital Status ☐ Single ☐ Married ☒ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: Khoshaba Wisam Date of Birth: 11/24/71
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 2002

8. Telephone number to contact you during business hours for any questions regarding this document. 623-972-5579

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Cindy Mini Market #2 Premises Phone: 623-972-5579

11. Physical Location of Licensed Premises Address: 15444 Greasewood St Surprise Maricopa 85374
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
10/2007	CURRENT	Cindy Mini Market #2	15444 Greasewood Surprise AZ 85374

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
11/2011	CURRENT	Rent	16601 W. 12th St	Phoenix	AZ	85022
8/2004	1/2011	Rent	758 E. Irma Ln	Phoenix	AZ	85004

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?

If you answered YES, how many hrs/day? 10, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

☒ YES ☒ NO

☐ YES ☐ NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?

☐ YES ☒ NO

In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints.

☐ YES ☒ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?

☐ YES ☒ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?

☐ YES ☒ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?

☐ YES ☒ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Falura Khosho, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)

filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Falura Khosho
(Signature of Applicant)

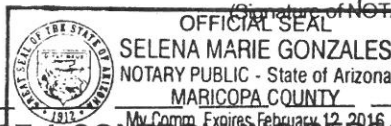
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
20 day of January, 2015

Selema Marie Gonzales
(Signature of NOTARY PUBLIC)

My commission expires on:

12-2-16
Day Month Year



**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT
APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

____ day of _____, _____
Month Year

x _____
Signature of Controlling Person or Agent (circle one)

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on:

____ Day _____ Month _____ Year

Certificate # ON-LINE

15 JAN 26 11:11 AM '15
 Certificate of Completion
 For
 Title 4 BASIC Liquor Law Training

☐ On-sale
☐ Off-sale
☒ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

FALORA KHOSHNO

Full Name (please print)

Signature

1-26-2015
Training Completion Date1-26-2018
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF - All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete

Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

26 / 1 / 2015

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below

2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
 Conveyance (series 8)
 Restaurant (series 12)

Government (series 5)
 Liquor Store (series 9)
 In-state Farm Winery (series 13)

Bar (series 6)
 Private Club (series 14)

Beer & Wine Bar (series 7)
 Hotel/Motel w/restaurant (series 11)
 Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Certificate # ON-LINE

Certificate of Completion For Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a state-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information
DITAT DEUS

Full Name (please print)

Signature

1-26-2015 Training Completion Date

1-26-2018 Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF - All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 684-0389

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

26 / 1 / 2015
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

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Hotel/Motel w/restaurant (series 11)
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July 11, 2013

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Falura Khosko

TYPE OF APPLICATION (Check one) ☐ INITIAL APPLICATION ☐ RENEWAL

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No

If **Yes**, indicate place of birth:

City Baghdad State (or equivalent) Iraq Country or Territory Iraq

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

Name of document: Certificate of Naturalization
2) Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States For Less Than One Year (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];

15 JAN 26 09, Lic. M153
☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States. **PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).**

SECTION IV - DECLARATION

All applicants must complete this section.

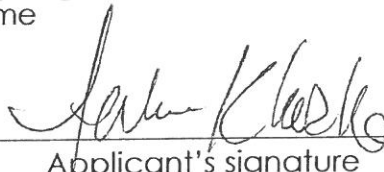
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Falura Khosro

Applicant's printed name

1-2-2015

Today's date



Applicant's signature

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

15 JAN 26 1974. L.C. #1 53

No. A1203348

DEPARTMENT OF JUSTICE

IMMIGRATION AND NATURALIZATION SERVICE

Immigration No. A23 659 514

ORIGINAL.

Personal description of holder of date of issuance of this certificate: Sex Female; date of birth November 15, 1975; country of birth Iraq; complexion * * * * *; color of eyes * * * * *; color of hair * * * * *; height 5 feet 7 inches; weight ***** pounds; visible distinctive marks None

I certify that the description above given is true, and that the photograph affixed hereto is a likeness of me.

FALURA KHOSHIO

(Complete and true signature of holder)



Falura Khoshio

Residence: 7453 N. California Chicago, IL 60645
Having been admitted to the United States as an immigrant and Naturalized citizen of the United States of America, I hereby declare that I am a native-born citizen of the United States of America, and I am a native-born citizen of the United States of America.

May 17, 1988

And therefore, in pursuance of the authority vested in me by Section 344 of the Immigration and Nationality Act, this certificate is hereby issued to this Third day of March and Ninety-Three of the present year, and the subject of the Department of Justice is hereby advised.

IT IS PUNISHABLE BY U.S. LAW TO COPY, PRINT OR PHOTOGRAPH THIS CERTIFICATE, WITHOUT LAWFUL AUTHORITY.

Chris Sale

COMMISSIONER OF IMMIGRATION AND NATURALIZATION

DEPARTMENT OF JUSTICE

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
 800 W Washington 5th Floor
 Phoenix AZ 85007-2934
 (602) 542-5141

QUESTIONNAIRE

p1073139 SG

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

**Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
 An extensive investigation of your background will be conducted. False or incomplete answers
 could result in criminal prosecution and the denial or subsequent revocation of a license or permit.**

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

10074897

(If the location is currently licensed)

1. Check appropriate box →	☒ Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Agent ☐ Manager (Only) (Complete All Questions <u>except</u> # 14, 14a & 21) Controlling Person or Agent must complete # 21
----------------------------	---	--

2. Name: Khosho Fred Date of Birth: 06/10/1978
Last First Middle (NOT a Public Record)

3. Social Security Number: 361-66-3954 Drivers License #: DD1645687 State: Arizona
(NOT a public record) (NOT a public record)

4. Place of Birth: Athens Greece Height: 5'10 Weight: 195 Eyes: Blue Hair: Brown
City State Country (not county)

5. Marital Status ☐ Single ☐ Married ☒ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: _____ Date of Birth: ____/____/____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 3/2001

8. Telephone number to contact you during business hours for any questions regarding this document. 623-972-5579

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Cindys Mini Market #2 Premises Phone: 623-972-5579

11. Physical Location of Licensed Premises Address: 15444 Greasewood St Surprise Maricopa 85374
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
8/23 2007	CURRENT	President	Cindys Mini Market #2 15444 Greasewood St. Surprise, AZ 85374

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
12/02	CURRENT	own	758 E Irma Ln Phoenix, AZ 85024	Phoenix	AZ	85024

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?

If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15.

☒ YES ☒ NO

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

☐ YES ☐ NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?

In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

☐ YES ☒ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints.

☐ YES ☒ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?

☐ YES ☒ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?

☐ YES ☒ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?

☐ YES ☒ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Fred Khocho, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)

filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Fred Khocho
(Signature of Applicant)

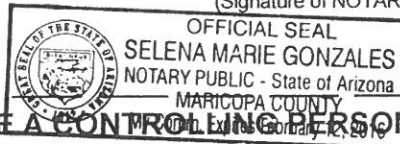
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

26 day of January, 2015
Month Year
Selena Marie Gonzales
(Signature of NOTARY PUBLIC)

My commission expires on:

12 2 16
Day Month Year



**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT
APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

____ day of _____, _____
Month Year

(Signature of NOTARY PUBLIC)

x _____
Signature of Controlling Person or Agent (circle one)

Print Name

My commission expires on:

____ Day ____ Month ____ Year

15 JAN 26 PM 1:54

I Falwa Khosho am the Treasurer/Agent
of Cindys Mini Mart #2 Inc I own 1%

Falwa Khosho

I Fred Khosho am the President of
Cindys mini market #2 Inc and ~~own~~ own 99%

Fred Khosho

15 JAN 26 1974 PM 1 53



CITY OF SURPRISE
Regular City Council Meeting

March 3, 2015 @ 6:00:00 PM

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

Council Meeting Date: March 3, 2015 Contact Person: Sherry Ann Aguilar, City Clerk
Submitting Department: District: MMC
Staff Recommendations: Approve

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

Agenda Wording:

Consideration and action to approve a Sampling License for Wal-Mart Supercenter #5429 located at 14111 North Prasada Gateway, Surprise, AZ. 85388 (Current License #09070272).

Motion:

I move to approve a Sampling License for Wal-Mart Supercenter #5429 located at 14111 North Prasada Gateway, Surprise, AZ. 85388.

Background:

This request is of a routine nature. Departmental reports are attached.

Financial Impact Statement:

N/A

ATTACHMENTS:

[Click to download](#)

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint	☒	Video	White Board	Other	☒
------------	-------------------------------------	-------	-------------	-------	-------------------------------------

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

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

March 3, 2015 @ 6:00:00 PM

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

Council Meeting Date:	March 3, 2015	Contact Person:	Sherry Ann Aguilar, City Clerk MMC
Submitting Department:		District:	5
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and action to approve Sampling Licenses for Wal-Mart Neighborhood Market #4218 located at 15431 W. Greenway Road, Surprise, AZ. 85374 (Current license #09070028) and Wal-Mart Supercenter #5429 located at 14111 N. Prasada Gateway, Surprise, AZ. 85388 (current license #09070272).

Motion:

I move to approve Sampling Licenses for Wal-Mart Neighborhood Market #4218 located at 15431 W. Greenway Road, Surprise, AZ. 85374 (Current license #09070028) and Wal-Mart Supercenter #5429 located at 14111 N. Prasada Gateway, Surprise, AZ. 85388 (current license #09070272).

Background:

This request is of a routine nature. Department report is attached.

Financial Impact Statement:

N/A

ATTACHMENTS:

Click to download

☐ [Wal-Mart Sampling Applications](#)

External Attachment Links:

Meeting Requirements:

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

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



City Clerk's Office
Sherry Ann Aguilar, City Clerk
16000 N. Civic Center Plaza
Surprise, AZ 85374
Ph: 623-222-1200
Fax: 623-222-1001

February 23, 2015

Clare Hollie Abel

Re: Walmart Supercenter #5429 & Walmart Neighborhood Market #4218
VIA E-MAIL: chabel@bcattorneys.com

Dear Clare:

Please be advised that we are in receipt of your request for a **Series 9 – Sampling Privileges** request for the following: Wal-Mart Supercenter #5429 located at 14111 N. Prasad Gateway, Surprise, AZ. 85388 (current license #09070272) and Wal-Mart Neighborhood Market #4218 located at 15431 W. Greenway Road, Surprise, AZ. 85374 (current license #09070028). The notices for the license requests have been posted on the properties and will need to remain posted until the public hearing has taken place.

You are hereby notified that your presence is being requested by the City of Surprise Mayor and Common Council to attend a public hearing at our regular scheduled Council Meeting to be held on:

Tuesday, March 3, 2015 – 6:00 p.m.
Surprise City Hall - Council Chambers
16000 N. Civic Center Plaza 85374

Upon receipt of this correspondence, please acknowledge receipt by email to clerk@surpriseaz.gov and advise who will be representing you at this meeting. Your cooperation is greatly appreciated.

If you have any questions, please call 623-222-1220.

Sincerely,

City Clerk, MMC

PUBLIC NOTICE

Notice is hereby given that the Surprise City Council will conduct a public hearing on **Tuesday, March 3, 2015 – 6:00 p.m.**, for a request for Acquisition of Control for Cindy's Mini Market #2 located at 15444 Greasewood Street, Surprise, AZ. 85378; request for Sampling Privileges for: Wal-Mart Supercenter #5429 (current license #09070272) located at 14111 N. Prasad Gateway, Surprise, AZ. 85388 and Wal-Mart Neighborhood Market #4218 (current license #09070028) located at 15431 W. Greenway Road, Surprise, AZ. 85374. The public hearings will be held in the City Council Chambers – 16000 N. Civic Center Plaza, Surprise, Arizona. Members of the public are invited to attend.

2015-05

State of Arizona
Department of Liquor Licenses and Control

800 W. Washington 5th Floor
Phoenix, Arizona 85007
(602) 542-5141

Sampling Privileges Form

- ☒ Liquor Store (series 9)
☐ Beer and Wine Store (series 10)

Applicant's Name: Clare Hollie Abel

(check one) Owner ☐ Agent ☒

Mailing Address: Dept. 8916; 702 SW 8th Street, Bentonville AR Maricopa 72716 0500
Street Address or P.O. Box City State County Zip Code

Business Phone Number: 623-544-2200 Email: chabel@bcattorneys.com

Business Name: Wal-Mart Neighborhood Market #4218 Current License #: 09070028

Physical Location of Business:

15431 West Greenway Road Surprise AZ Maricopa 85374
Street Address City State County Zip Code

I, Clare Hollie Abel, understand that, upon approval, sampling privileges for the liquor license identified above will require compliance with the following:

Initial Here

CHA

1. the premises shall contain at least five thousand square feet to be eligible for sampling privileges for Beer and Wine Store (series 10) applicants only (A.R.S. §4-206.01(J)).

CHA

2. Any open product shall be kept locked by the licensee when the sampling area is not staffed.

CHA

3. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.

CHA

4. The licensed retailer shall make sales of sampled products from the licensed retail premises.

CHA

5. The licensee shall not charge any customer for the sampling of any products.

CHA

6. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.

CHA

7. Accurate records of sampling products dispensed shall be retained by the licensee.

CHA

8. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounce of wine and one ounce of distilled spirits per person, per brand, per day.

CHA

9. The sampling shall be conducted only on the licensed premises.

CHA

10. Upon approval of this form, a license for a liquor store with sampling privileges (series 9S) or a beer and wine store with sampling privileges (series 10S) will be issued and mailed to the licensee's address of record. The license must be displayed in a conspicuous public area of the licensed premises that is readily accessible for inspection by any peace officer, distributor, wholesaler or member of the public. (A.R.S. §4-261.01)

10/23/13

15 FEB 4 11:41 AM '15

CHA

11. Liquor store license sampling privileges are not transferable.

CHA

12. I have read, understand, and assume responsibility for compliance with A.R.S. §4-206.01.

A.R.S. §4-206.01(J) Bar, beer and wine bar or liquor store licenses; number permitted; fee; sampling privileges

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounces of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

I, **Clare Hollie Abel**

, attest that I am the OWNER/AGENT filing this form, that I have read, and assume responsibility for compliance with, A.R.S. §4-206.01 at the licensed establishment named on page 1, and verify all statements I have made on this document to be true, correct and complete. I understand that I am responsible for the \$100 issuance fee and the annual \$60 renewal fee for these sampling privileges. Sampling privilege renewal fees are due at the same time as the renewal for the "current license #" identified on page 1 of this application.

Signature, Clare Hollie Abel Title agent Date 1/29/15

Notarized Signature

The forgoing instrument was acknowledged before me this 29th day of JANUARY, 2015.

Notary Public: Beth Briggs Signature

My commission expires: 03 day, 03 month, 2018 year



For DLLC Use Only

S License #: _____ Date of issuance: ____/____/____

Issuance fee applicable? ☐ Yes ☐ No ☐ \$100 issuance fee collected

Initials: _____

State of Arizona
Department of Liquor Licenses and Control

800 W. Washington 5th Floor
Phoenix, Arizona 85007
(602) 542-5141

State/Local Government Routing Sheet
Add Sampling Privileges To Active
Liquor Store (series 9) or Beer and Wine Store (series 10) License

☒ Liquor Store (series 9)
☐ Beer and Wine Store (series 10)

The attached form for sampling must be processed within 105 days from this date:

Date Application Received at DLLC: 2/4/2015

Date of 60-days from receipt: 4/5/2015 105-days from receipt: 5/20/2015

If the local governing body has questions regarding the attached sampling form, please call:

DLLC Contact Name: Selena Gonzales

DLLC Contact Phone Number: 602-542-9040 DLLC Contact email: Selena.Gonzales@azliquor.gov

Upon local governing body approval, a new license with a sampling privilege ("S") designation will be issued to this licensee:

For DLLC Use Only	
Current License #: <u>09070028</u>	Date of issuance: <u>6-13-2010</u>
S License #: _____	Date of issuance: _____
DLLC Contact: <u>Selena Gonzales</u>	DLLC Phone #: <u>602-542-9040</u>

For Local Governing Body Use Only	
Date Receive: ____/____/____	Date Approved: ____/____/____
Recommendation: ☐ Approve ☐ Protest ☐ No Recommendation	
I _____, hereby recommend that non-transferrable sampling	
Government Official	
privileges be added to this licensee on behalf of _____	
City, Town or County	
(____) _____ - _____	_____
Phone Number	Email Address

PUBLIC NOTICE

Notice is hereby given that the Surprise City Council will conduct a public hearing on **Tuesday, March 3, 2015 – 6:00 p.m.**, for a request for Acquisition of Control for Cindy's Mini Market #2 located at 15444 Greasewood Street, Surprise, AZ. 85378; request for Sampling Privileges for: Wal-Mart Supercenter #5429 (current license #09070272) located at 14111 N. Prasad Gateway, Surprise, AZ. 85388 and Wal-Mart Neighborhood Market #4218 (current license #09070028) located at 15431 W. Greenway Road, Surprise, AZ. 85374. The public hearings will be held in the City Council Chambers – 16000 N. Civic Center Plaza, Surprise, Arizona. Members of the public are invited to attend.

State of Arizona
Department of Liquor Licenses and Control

'15 FEB 4 Lir. Lic. #1845

2015-04

800 W. Washington 5th Floor
Phoenix, Arizona 85007
(602) 542-5141

Sampling Privileges Form

- ☒ Liquor Store (series 9)
☐ Beer and Wine Store (series 10)

Applicant's Name: Clare Hollie Abel

(check one) Owner ☐ Agent ☒

Mailing Address: Dept. 8916; 702 SW 8th Street, Bentonville AR Maricopa 72716 0500
Street Address or P.O. Box City State County Zip Code

Business Phone Number: (623) 544-2200 Email: chabel@bcattorneys.com

Business Name: Wal-Mart Supercenter #5429 Current License #: 09070272

Physical Location of Business:

14111 North Prasada Gateway Surprise AZ Maricopa 85388
Street Address City State County Zip Code

I, Clare Hollie Abel, understand that, upon approval, sampling privileges for the liquor license identified above will require compliance with the following:

Initial Here

- CHA 1. the premises shall contain at least five thousand square feet to be eligible for sampling privileges for Beer and Wine Store (series 10) applicants only (A.R.S. §4-206.01(J)).
- CHA 2. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
- CHA 3. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
- CHA 4. The licensed retailer shall make sales of sampled products from the licensed retail premises.
- CHA 5. The licensee shall not charge any customer for the sampling of any products.
- CHA 6. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
- CHA 7. Accurate records of sampling products dispensed shall be retained by the licensee.
- CHA 8. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounce of wine and one ounce of distilled spirits per person, per brand, per day.
- CHA 9. The sampling shall be conducted only on the licensed premises.
- CHA 10. Upon approval of this form, a license for a liquor store with sampling privileges (series 9S) or a beer and wine store with sampling privileges (series 10S) will be issued and mailed to the licensee's address of record. The license must be displayed in a conspicuous public area of the licensed premises that is readily accessible for inspection by any peace officer, distributor, wholesaler or member of the public. (A.R.S. §4-261.01)

10/23/13

CHA

11. Liquor store license sampling privileges are not transferable.

CHA

12. I have read, understand, and assume responsibility for compliance with A.R.S. §4-206.01.

A.R.S. §4-206.01(J) Bar, beer and wine bar or liquor store licenses; number permitted; fee; sampling privileges

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
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4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounces of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

Clare Hollie Abel

I, Clare Hollie Abel, attest that I am the OWNER/AGENT filing this form, that I have read, and assume responsibility for compliance with, A.R.S. §4-206.01 at the licensed establishment named on page 1, and verify all statements I have made on this document to be true, correct and complete. I understand that I am responsible for the \$100 issuance fee and the annual \$60 renewal fee for these sampling privileges. Sampling privilege renewal fees are due at the same time as the renewal for the "current license #" identified on page 1 of this application.

Signature,

Title

Date

Notarized Signature

The forgoing instrument was acknowledged before me this 29th of JANUARY, 2015.
 day month year

Notary Public:

Beth Briggs

Signature

My commission expires:

03

day

08

month

2018

year



OFFICIAL SEAL
 BETH BRIGGS
 NOTARY PUBLIC - State of Arizona
 MARICOPA COUNTY
 My Comm. Expires August 3, 2018

For DLLC Use Only

S License #:

09070272 S

Date of issuance: _____/_____/_____

Issuance fee applicable? ☒ Yes ☐ No☒ \$100 issuance fee collected

Initials:

SG

800 W. Washington 5th Floor
Phoenix, Arizona 85007
(602) 542-5141

State/Local Government Routing Sheet
Add Sampling Privileges To Active
Liquor Store (series 9) or Beer and Wine Store (series 10) License

- ☐ Liquor Store (series 9)
☐ Beer and Wine Store (series 10)

The attached form for sampling must be processed within 105 days from this date:

Date Application Received at DLLC: February 4, 2015

Date of 60-days from receipt: 4/5/15 105-days from receipt: 5/20/15

If the local governing body has questions regarding the attached sampling form, please call:

DLLC Contact Name: Selena Gonzales

DLLC Contact Phone Number: 602 542-9040 DLLC Contact email: Selena Gonzales @azliquor.gov

Upon local governing body approval, a new license with a sampling privilege ("S") designation will be issued to this licensee:

For DLLC Use Only

Current License #: 09070272 Date of issuance: 1, 4, 12

S License #: _____ Date of issuance: 1, 1, 1

DLLC Contact: Selena Gonzales DLLC Phone #: 602 542-9040

For Local Governing Body Use Only

Date Receive: ____/____/____ Date Approved: ____/____/____

Recommendation: ☐ Approve ☐ Protest ☐ No Recommendation

I _____, hereby recommend that non-transferrable sampling
Government Official

privileges be added to this licensee on behalf of _____
City, Town or County

(_____) _____
Phone Number Email Address

Suprise



CITY OF SURPRISE
Regular City Council Meeting

March 3, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	March 3, 2015	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	3
Staff Recommendations:	Approve		

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

Agenda Wording:

Approval of Final Plat for the Pet Club retail facility generally located on the southwestern corner of North Cotton Lane and West Greenway Road; Resolution 2015-19.

Motion:

I move to approve to approve Resolution 2015-19.

Background:

The applicant is requesting Final Plat approval for a proposed retail sales project known as The Pet Club.

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.

ATTACHMENTS:

Click to download

- ☐ [FS14-404 Surprise Pet Club - Final Plat - Staff Report](#)
 - ☐ [FS14-404 Surprise Pet Club - Final Plat - Vicinity Maps](#)
 - ☐ [FS14-404 Surprise Pet Club - Final Plat - Final Plat](#)
 - ☐ [FS14-404 Surprise Pet Club - Final Plat - Master Site Plan](#)
 - ☐ [FS14-404 Surprise Pet Club - Final Plat - Site Plan](#)
 - ☐ [FS14-404 Surprise Pet Club - Final Plat - Presentation](#)
 - ☐ [Resolution 2015-19 w Plat attached](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Hobart Wingard, Planner II

Eric Fitzer, Director



COMMUNITY DEVELOPMENT

Date: March 3, 2015

To: Mayor and City Council

From: Eric Fitzer, Director
Lloyd Abrams, Long Range Planning Manager
Hobart Wingard, Planner
hobart.wingard@surpriseaz.gov 623-222-3156

Re: FS14-404 – Surprise Pet Club Final Plat

Application Summary

The applicant is requesting Final Plat approval for a proposed pet retail sales project known as The Pet Club.

Location

The approximate 1.4 acre project is generally located on the southwestern corner of North Cotton Lane and West Greenway Road within the Sierra Montana Crossings project.

History

- The subject parcel was annexed into the City of Surprise on September 14, 2000.
- On September 14, 2000 the Mayor and City Council approved a Planned Area Development (PAD) for Sierra Montana.
- On August 23, 2001, a Preliminary Plat for Sierra Montana was approved by the Mayor and City Council.
- On August 8, 2002, a Map of Dedication for Sierra Montana Phase one (1) was approved by the Mayor and City Council.
- On August 21, 2007, a Site Plan for Sierra Montana Crossings was approved by the Planning and Zoning Commission.
- On November 29, 2007, A Final Plat Amendment was approved by The Mayor and City Council for the Sierra Montana Crossings project.
- On November 18, 2008, a PAD amendment was approved by the Mayor and City Council to provide a Comprehensive Sign Program for Sierra Montana.

- On February 19, 2015, a site plan for The Pet Club was approved by the Planning and Zoning Commission.

Project Summary

The proposed Pet Club applicant is seeking Final Plat approval to accommodate an indoor retail sales facility for pet supplies and services. This Final Plat will subdivide the 11.6 acre parcel known as Lot one (1) into three (3) parcels. The parcel that is proposed to accommodate The Pet Club is proposed to be 62,529 square feet or 1.4 acres.

The approximate 16,000 square foot retail sales facility is one (1) of over 50 sales facilities that have located in the Valley since 1982. Like similar facilities, this location will provide pet products, food, pet grooming, dog training and will be a source for pet vaccines.

Findings of Fact

1. Staff finds that the proposed Final Plat complies with the Surprise General Plan.
2. Staff finds that the proposed Final Plat complies with the Sierra Montana PAD.
3. Staff finds that the proposed Final Plat complies with the Surprise Municipal Code.

Recommendation

Staff recommends approval of Resolution , a Final Plat for The Pet Club pet retail facility.

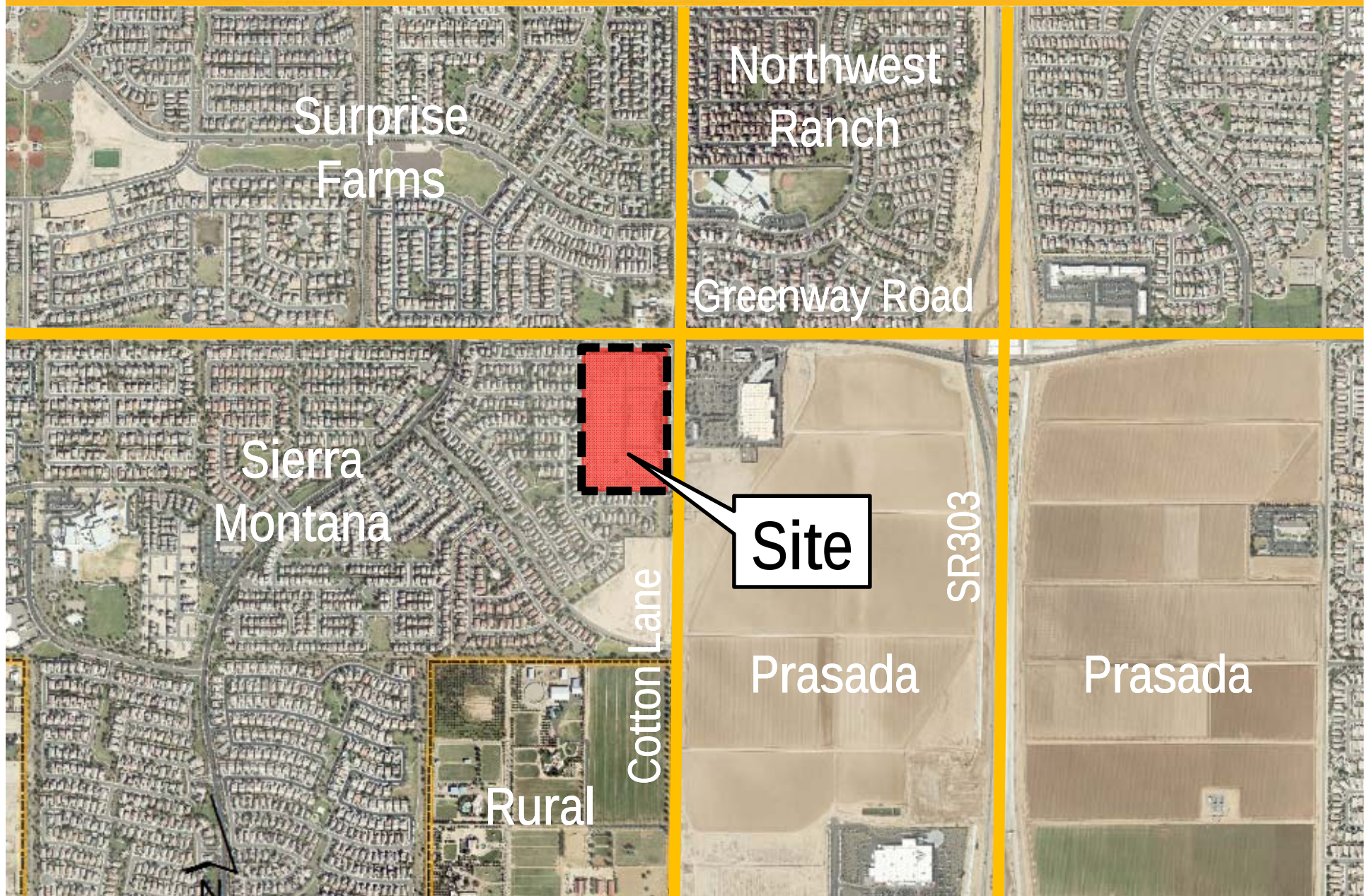
Attachments

Vicinity Maps, Resolution, Final Plat, Master Site Plan, and Site Plan

VICINITY MAP



VICINITY MAP



VICINITY MAP



DEDICATION

COUNTY OF MARICOPA

ITS: _____

SURVEYORS NOTES

2. ALL TITLE INFORMATION AND THE DESCRIPTION SHOWN IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NUMBER C1406687-347-MC, DATED AUGUST 14, 2014.

COUNTY OF MARICOPA

MY COMMISSION EXPIRES

NOTARY PUBLIC

STATE OF ARIZONA

MY COMMISSION EXPIRES

NOTARY PUBLIC

DATED THIS _____ DAY OF _____, 201__.

ATTEST:

BY: _____

ITS: PROPERTY & CONTRACTS
SUPERVISOR

COTTON GREENWAY PARTNERS, LLC

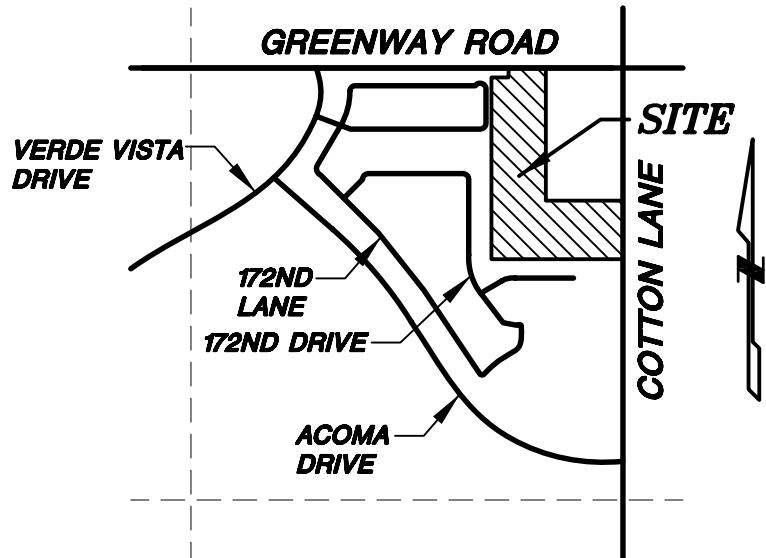
BY: _____

ITS: _____

BY: _____

ITS: ASSISTANT SECRETARY

1. ALL UTILITY LINES SHALL BE CONSTRUCTED UNDERGROUND.
2. ELECTRIC LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
3. ALL COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
4. A PROPERTY OWNERS ASSOCIATION SHALL MAINTAIN PRIVATE UTILITIES, PRIVATE FACILITIES, COMMON AREA LANDSCAPING AND LANDSCAPING IN THE RIGHT-OF-WAY ADJACENT TO THE PROJECT. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE FOR SUCH AREAS.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE.
6. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 100 YEAR - 2 HOUR STORM EVENT. OWNER(S) OF ANY EXISTING BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
7. ALL DRYWELLS SHOWN ON THIS PROJECT SHALL BE MAINTAINED BY THE OWNER(S) AND ARE TO BE REPLACED BY THE OWNER(S) WHEN THEY CEASE TO DRAIN THE SURFACE WATER IN A 36 HOUR PERIOD. REGULAR MAINTENANCE OF THE DRYWELL SILTING CHAMBER IS REQUIRED TO ACHIEVE THE BEST OPERATION OF THE DRYWELL.
8. A VEHICULAR AND PEDESTRIAN CROSS ACCESS EASEMENT IS HEREBY CREATED AMONGST LOTS 1-3, AND ANY FUTURE SUBDIVISIONS THEREOF.
9. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
10. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
11. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
12. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
13. THE MAINTENANCE OF DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PRESENT OWNERS AND/OR OWNER'S ASSOCIATION.



NOT TO SCALE

Lot 1, of the Final Plat for SIERRA MONTANA CROSSINGS, a subdivision, as recorded in Book 974 of Maps, Page 47, records of Maricopa County, Arizona.

LOT NO.	AREA
LOT 1	220,199 SQ. FT. 5.055 ACRES
LOT 5	62,529 SQ. FT. 1.435 ACRES
LOT 6	234,237 SQ. FT. 5.378 ACRES
TOTAL	516,965 SQ. FT. 11.868 ACRES

SUPERIOR SURVEYING SERVICES INC.
21415 N. 23RD AVENUE
PHOENIX, AZ 85027
PHONE: (623)869-0223
FAX: (623)869-0726
CONTACT: DAVID S. KLEIN

COTTON GREENWAY PARTNERS, LLC
c/o WINFIELD LEE INVESTMENTS
6920 E. SHEA BOULEVARD, SUITE 203
SCOTTSDALE, AZ 85254

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 201__, BY EPCOR WATER ARIZONA INC.

APPROVED _____
EPCOR WATER ARIZONA INC. DATE

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 201__, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER DATE

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA
THIS _____ DAY OF _____, 201__.

MAYOR _____ DATE _____

ATTEST:

CITY CLERK DATE

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JANUARY 8, 2015
DAVID S. KLEIN
R.L.S. 42137
21415 N. 23RD AVENUE
PHOENIX, AZ 85027



EXPIRES 3/31/17

A REPLAY OF LOT 1 OF THE FINAL PLAY
FOR SIERRA MONTANA CROSSING
SURPRISE, ARIZONA

21415 N. 23rd Avenue, Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com



SUPERIOR
SURVEYING SERVICES, INC.

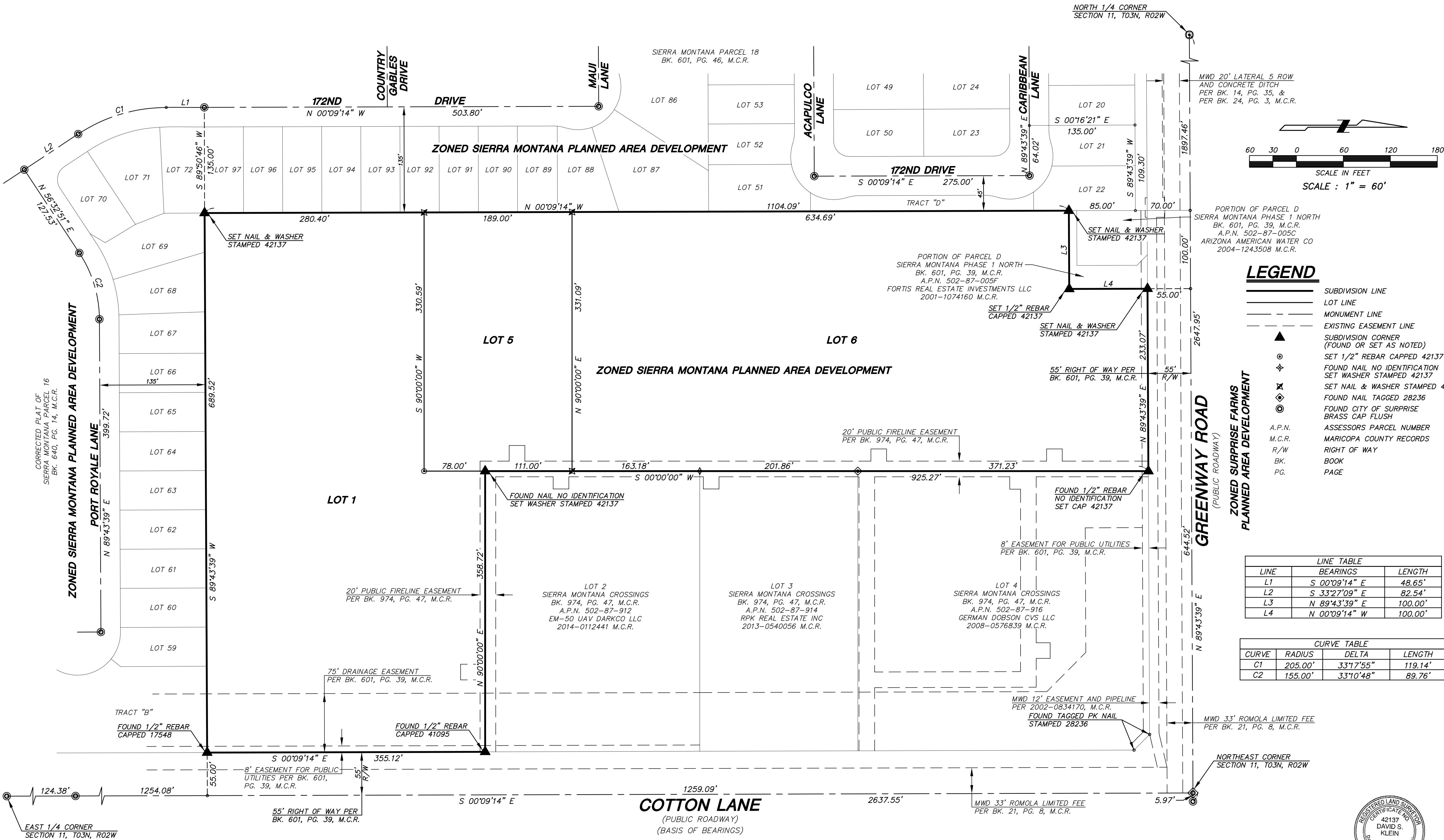
DWN: JW CHK: DK

SHEET 1 OF 2

DATE: 1/8/15

JOB NO.: 140834

A REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING AS RECORDED IN BOOK 974, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, A REPLAT OF SIERRA MONTANA PHASE 1 NORTH PARCEL D AS RECORDED IN BOOK 601, PAGE 39, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA.



A REPLAT OF LOT 1 OF THE FINAL PLAT
FOR SIERRA MONTANA CROSSING
SURPRISE, ARIZONA

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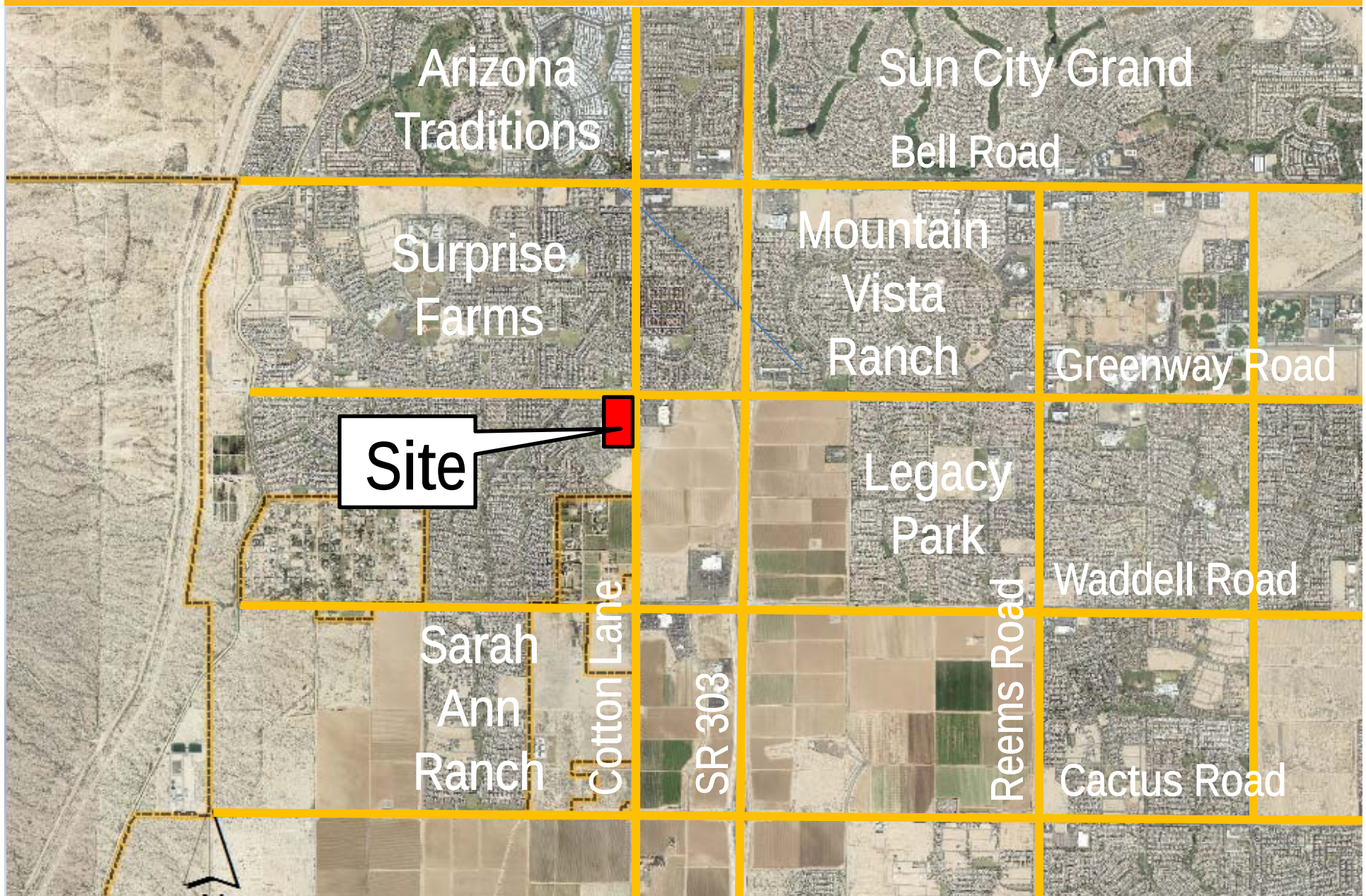
The Pet Club

The Mayor and City Council

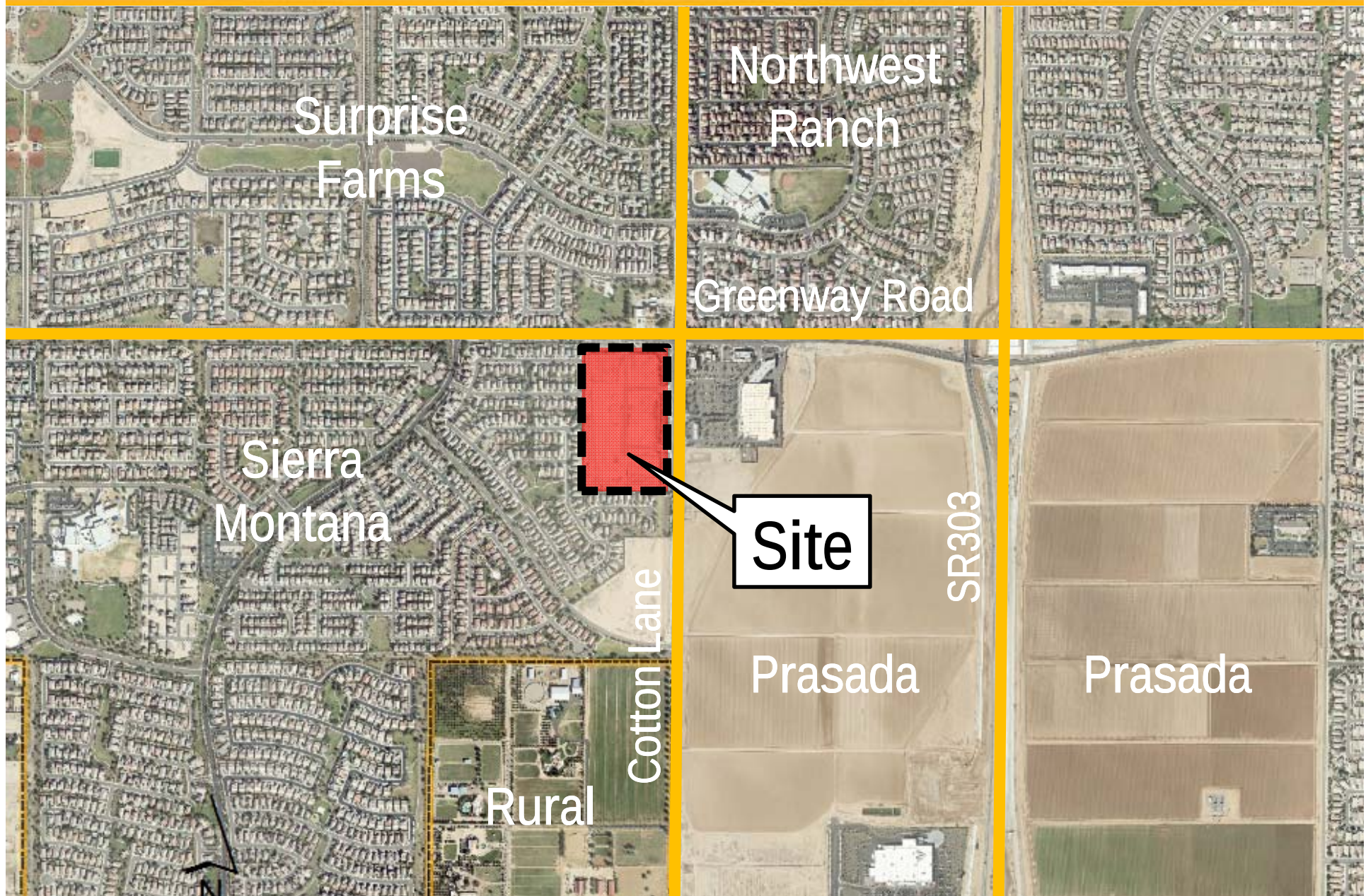
March 3, 2015



VICINITY MAP



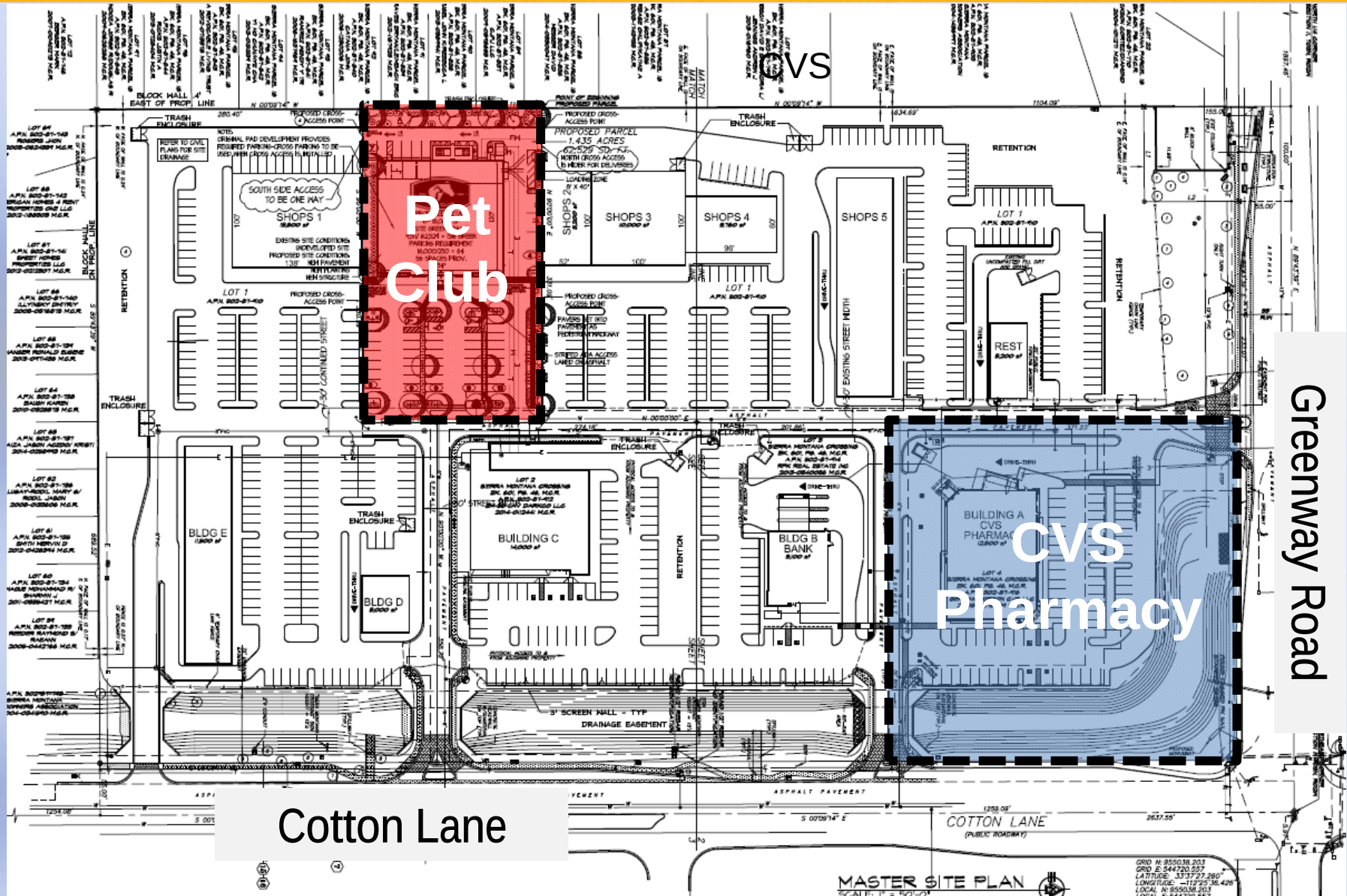
VICINITY MAP



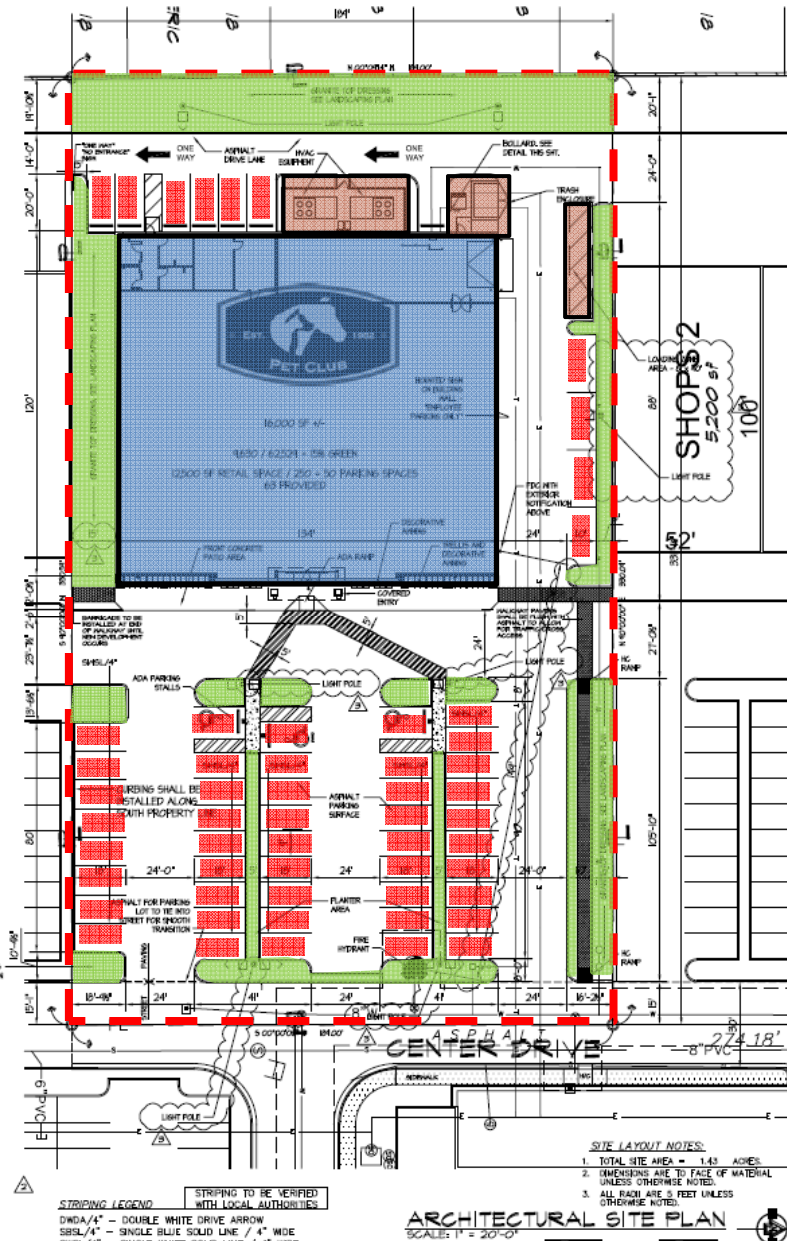
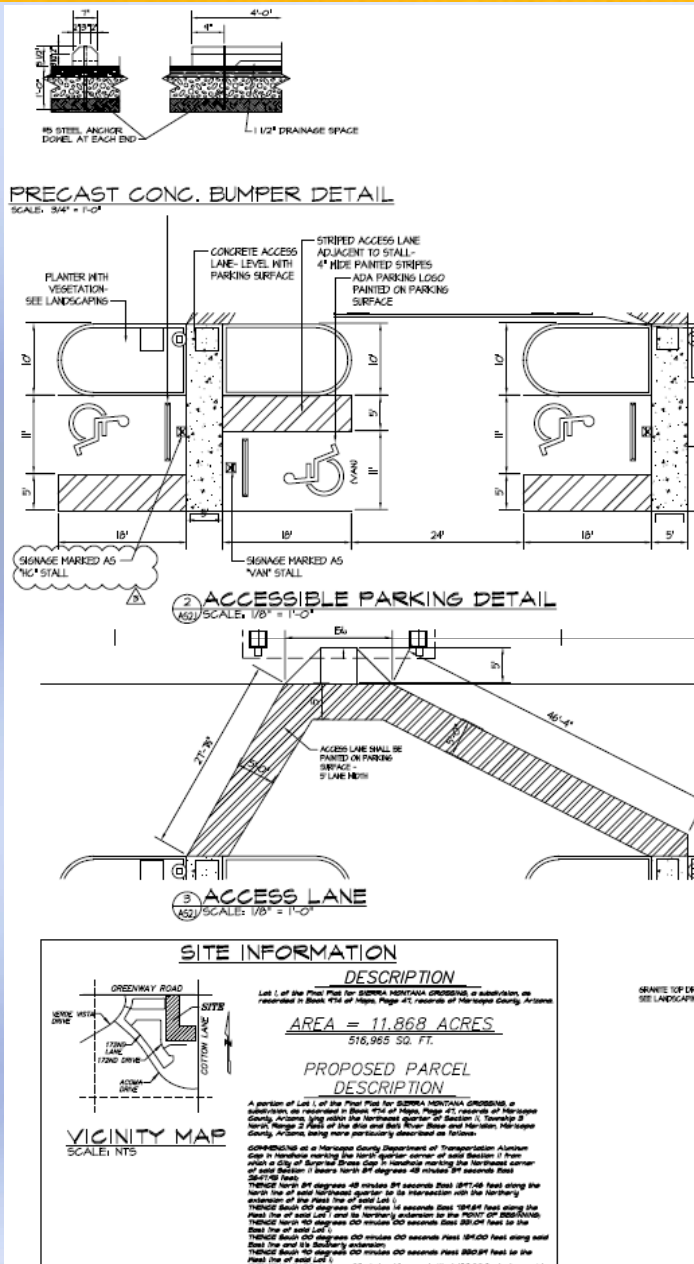
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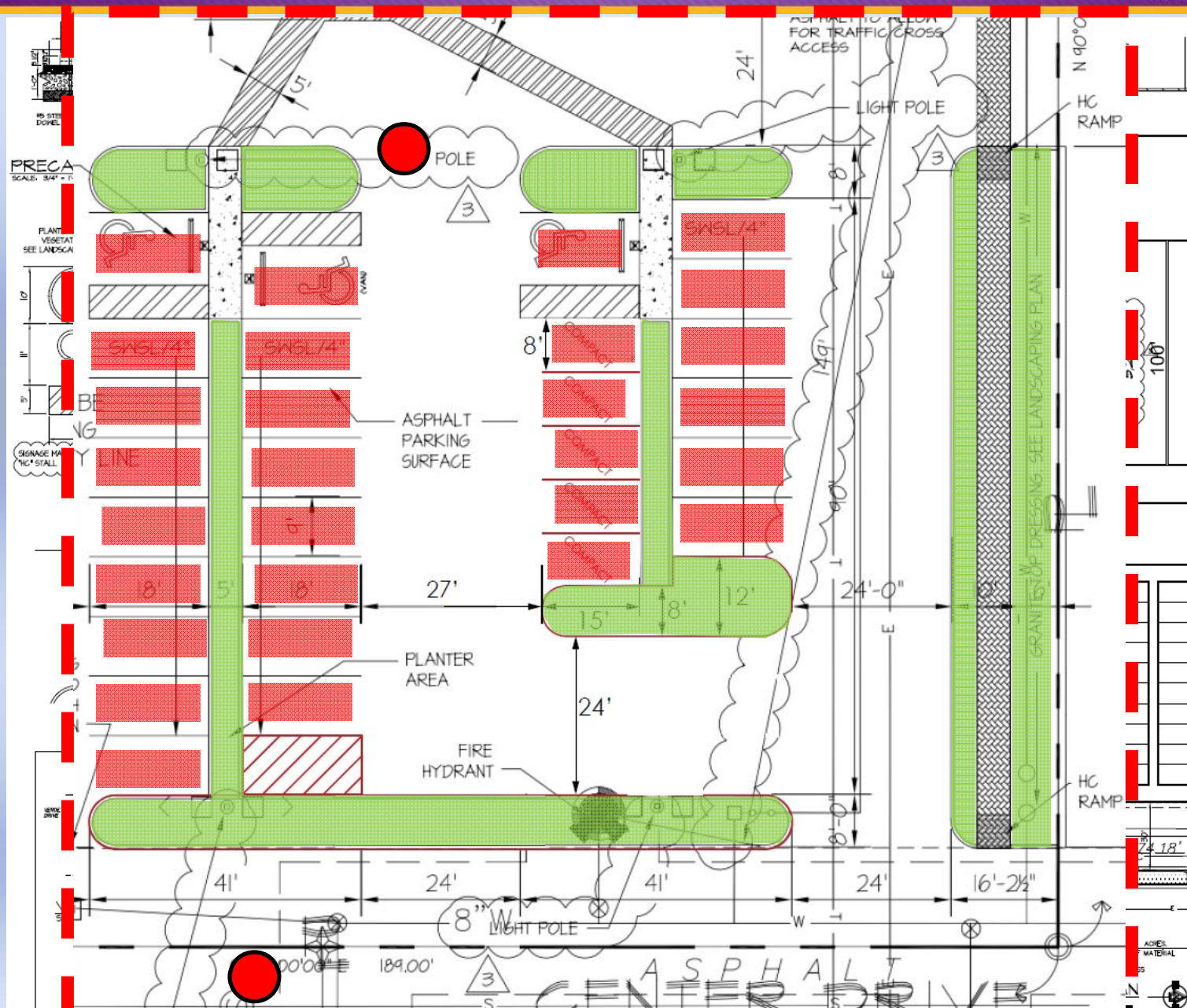


MASTER SITE PLAN



SITE PLAN





FINAL PLAT



A REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING AS RECORDED IN BOOK 974, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, A REPLAT OF SIERRA MONTANA PHASE 1 NORTH PARCEL D AS RECORDED IN BOOK 601, PAGE 39, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS THAT COTTON GREENWAY PARTNERS, L.L.C. ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "A REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING AS RECORDED IN BOOK 974, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, A REPLAT OF SIERRA MONTANA PHASE 1 NORTH PARCEL D AS RECORDED IN BOOK 601, PAGE 39, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA," AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF A REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING AS RECORDED IN BOOK 974, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, A REPLAT OF SIERRA MONTANA PHASE 1 NORTH PARCEL D AS RECORDED IN BOOK 601, PAGE 39, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL SEWER LINES, MANHOLES AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE SEWER LINES AND MANHOLES.

OWNER HEREBY GRANTS TO THE PUBLIC A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTIGUOUS AND UNINTERRUPTED INGRESS AND EGRESS AND PARKING TO EACH PARCEL CREATED BY THIS PLAT.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIATION 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 ATTENDING 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.

ANY PARTY WITH RIGHTS TO ANY WATER OR SEWER EASEMENT THAT OVERLAPS ANOTHER WATER OR SEWER EASEMENT SHALL HAVE THE RIGHT TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, REPLACE AND UTILIZE THE WATER/SEWER LINES/WATER SINKS IN SUCH EASEMENTS THAT OVERLAP IN AN EMERGENCY SITUATION WITHOUT THE CONSENT OF THE PARTIES WITH RIGHTS TO SUCH EASEMENTS. AREAS THAT OVERLAP IN A NON-EMERGENCY SITUATION ALL PARTIES SHALL CONSENT PRIOR TO ALLOWING ANY OTHER PARTY TO INSTALL ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, OR REPLACEMENT WORK WITHIN THE EASEMENT.

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

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

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

ALL IMPROVEMENTS FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL OF THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

EXCEPT AS TO ANY AREAS SUBJECT TO THE EASEMENT OR EASEMENTS GRANTED TO MARICOPA WATER DISTRICT, AS DESCRIBED ON THIS PLAT AND RECORDED IN THE OFFICE OF THE RECORDER, MARICOPA COUNTY, ARIZONA, PERPETUAL WATER EASEMENTS ("EASEMENTS") AS DESCRIBED IN THE PLAT ARE GRANTED TO EPICOR WATER ARIZONA, INC. AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEES") TO CONSTRUCT, OPERATE, AND MAINTAIN WATER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UNDER, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES; TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEES WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEES WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

GRANTOR SHALL NOT DIRECT OR CONSTRUCT OR PERMIT TO BE ERRECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN. GRANTOR SHALL NOT DEDICATE, THE GRADE OVER THE EASEMENT TO BE SUBSTANTIAL ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEES, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEES' FACILITIES AT RIGHT ANGLES. IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEES' FACILITIES AND SUCH OTHER PIPES OR CONDUITS. UNLESS GRANTEES EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE UNDER GRANTEES' FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES TO INSTALL LANDSCAPING AND GRANTEES SHALL ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEES' ACCESS TO THE FACILITIES.

IN WITNESS WHEREOF, OWNER HAS HERETOFORE CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, SULT AUTHORIZED OFFICER THIS ____ DAY OF _____, 201__.

COTTON GREENWAY PARTNERS, L.L.C.

BY:

ITS:

NATURAL PUBLIC

PUBLIC NOTICE

THE LOTS DESCRIBED ON THIS PLAT ARE LOCATED WITHIN THE MONUMENT LINE OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY AT AIRCRAFT. THE CITY OF SURPRISE HAS BEEN ADVISED BY THE CITY OF SURPRISE IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE, A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

SURVEYORS NOTES

1. THE BASE OF BEARING IS THE MONUMENT LINE OF COTTON LANE, ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, USING A BEARING OF SOUTH 89 DEGREES 43 MINUTES 39 SECONDS WEST FROM THE PLAT OF SIERRA MONTANA CROSSINGS, RECORDED IN BOOK 974 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA.

2. ALL TITLE INFORMATION AND THE DESCRIPTION SHOWN IS BASED ON A COMMENT FOR TITLE

RELEASE OF LIABILITY

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

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

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER DISTRICT ("DISTRICT") HAVE ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 8, 1997, UNDER DOCKET NO. 87-023759 ("IGA"). CITY AND MARICOPA COUNTY 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 UNBUILT AREAS, 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.

REFERENCES

GENERAL LAND OFFICE RECORDS ON FILE WITH THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

FINAL PLAT OF "SIERRA MONTANA PHASE 1 NORTH" RECORDED IN BOOK 601 OF MAPS, PAGE 39, MARICOPA COUNTY RECORDS

FINAL PLAT OF "SIERRA MONTANA PARCEL 16" RECORDED IN BOOK 601 OF MAPS, PAGE 45, MARICOPA COUNTY RECORDS

FINAL PLAT OF "SIERRA MONTANA PARCEL 18" RECORDED IN BOOK 601 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS

CORRECTED PLAT FOR "SIERRA MONTANA PARCEL 16" RECORDED IN BOOK 640 OF MAPS, PAGE 14, MARICOPA COUNTY RECORDS

FINAL PLAT FOR "SIERRA MONTANA CROSSINGS" RECORDED IN BOOK 974 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS

RESULTS OF SURVEY IN BOOK 1183 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 201__ BY: AFFIRMED/NOTED CAPACITIES OR BEHALF OF COTTON GREENWAY PARTNERS, L.L.C.

MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 201__ BY: AFFIRMED/NOTED CAPACITIES OR BEHALF OF COTTON GREENWAY PARTNERS, L.L.C.

MY COMMISSION EXPIRES

NOTICE OF SIERRA MONTANA CROSSINGS DEVELOPMENT AGREEMENT

FORTIS REAL ESTATE INVESTMENTS, L.L.C., ENTERED INTO THE SIERRA MONTANA DEVELOPMENT AGREEMENT DATED AUGUST 15, 2002 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON AUGUST 15, 2002, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCKET NO. 2002-0834169. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DECLARATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT COTTON GREENWAY PARTNERS, L.L.C., 6920 E. SHEA BOULEVARD, SUITE 203, SCOTTSDALE, ARIZONA, 85264, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 9, UPON REASONABLE REQUEST.

DATED THIS ____ DAY OF _____, 201__.

BY: CHRISTINE CAN

ITS: PROPERTY & CONTRACTS SUPERVISOR

COTTON GREENWAY PARTNERS, L.L.C.

BY: _____

ITS: _____

ATTEST:

BY: GLEN VERTHEMES

ITS: ASSISTANT SECRETARY

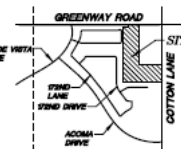
COTTON GREENWAY PARTNERS, L.L.C.

BY: _____

ITS: _____

NOTES

1. ALL UTILITY LINES SHALL BE CONSTRUCTED UNDERGROUND.
2. ELECTRIC LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
3. ALL COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
4. A PROPERTY OWNERS ASSOCIATION SHALL MAINTAIN PRIVATE UTILITIES, PRIVATE FACILITIES, COMMON AREA LANDSCAPING AND LANDSCAPING IN THE RIGHT-OF-WAY ADJACENT TO THE PROJECT. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE FOR SUCH AREAS.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE.
6. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT (UP TO AND INCLUDING THE 100 YEAR - 2 HOUR STORM EVENT, OWNERS) OF ANY EXISTING BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
7. ALL DRYWELLS SHOWN ON THIS PROJECT SHALL BE MAINTAINED BY THE OWNERS) AND ARE TO BE REPLACED BY THE OWNERS) WHEN THEY CEASE TO DRAIN THE SURFACE WATER IN A 36 HOUR PERIOD. REGULAR MAINTENANCE OF THE DRYWELL SILING CHAMBER IS REQUIRED TO ACHIEVE THE BEST OPERATION OF THE DRYWELL.
8. A VEHICULAR AND PEDESTRIAN CROSS ACCESS EASEMENT IS HEREBY CREATED AMONGST LOTS 1-3, AND ANY FUTURE SUBDIVISIONS THEREOF.
9. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
10. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
11. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04-03-0066A, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2011, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA. THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
12. IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SURPRISE.
13. THE MAINTENANCE OF DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PRESENT OWNERS AND/OR OWNER'S ASSOCIATION.



VICINITY MAP

NOT TO SCALE

DESCRIPTION

Lot 1 of the Final Plat for SIERRA MONTANA CROSSINGS, a subdivision, as recorded in Book 974 of Maps, Page 47, records of Maricopa County, Arizona.

AREA

LOT NO.	AREA
LOT 1	220,199 SQ. FT. 5.055 ACRES
LOT 5	62,529 SQ. FT. 1.435 ACRES
LOT 6	234,237 SQ. FT. 5.378 ACRES
TOTAL	516,965 SQ. FT. 11.868 ACRES

SURVEYOR

SURVEYOR SURVEYING SERVICES INC.
21415 N. 23RD AVENUE
PHOENIX, AZ 85027
PHONE: (602)869-0223
FAX: (602)869-0726
CONTACT: DAVID S. KLEN

OWNER

COTTON GREENWAY PARTNERS, L.L.C.
6/6 WINFIELD LEE INVESTMENTS
6920 E. SHEA BOULEVARD, SUITE 203
SCOTTSDALE, AZ 85264

APPROVALS

EPICOR WATER ARIZONA INC. APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 201__, BY EPICOR WATER ARIZONA INC.

APPROVED: _____ DATE: _____
EPICOR WATER ARIZONA INC.

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 201__, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED: _____ DATE: _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS ____ DAY OF _____, 201__.

MAYOR _____ DATE: _____

ATTEST: _____ DATE: _____
CITY CLERK

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JANUARY 8, 2015
DAVID S. KLEN
R.L.S. 2310
21415 N. 23RD AVENUE
PHOENIX, AZ 85027

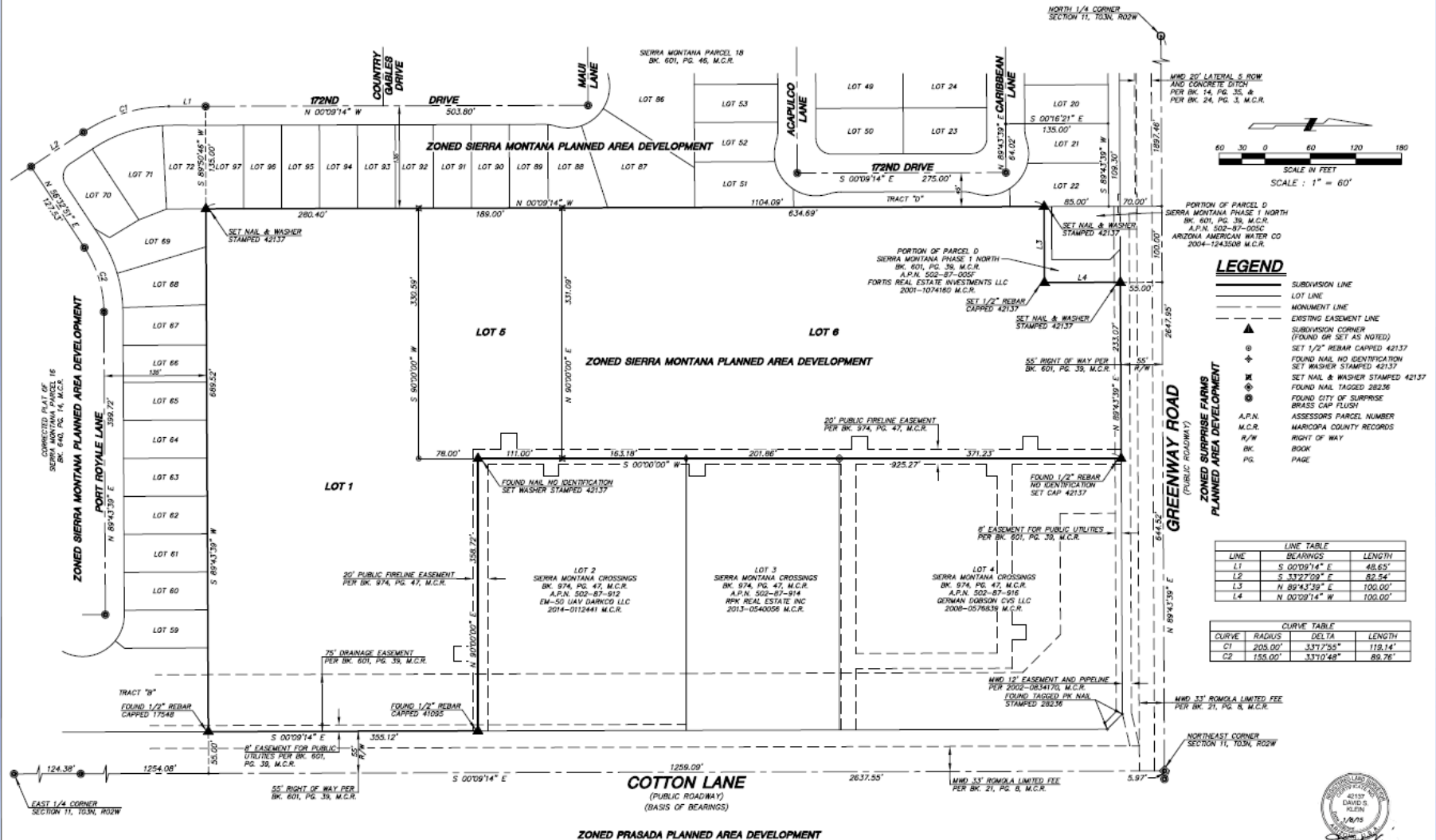


EXPIRES 3/31/17

FINAL PLAT



A REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING AS RECORDED IN BOOK 974, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, A REPLAT OF SIERRA MONTANA PHASE 1 NORTH PARCEL D AS RECORDED IN BOOK 601, PAGE 39, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA.



DAVID'S
1/6/15
DIPRES 3/21/17

Staff Recommends Approval of FS14-404, A Final Plat for The Pet Club

Questions or Comments?



RESOLUTION #2015-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN AMENDED FINAL PLAT ENTITLED "A REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING, GENERALLY LOCATED ON THE SOUTHWEST CORNER OF GREENWAY ROAD AND COTTON LANE.

WHEREAS, on September 14, 2000 the Mayor and City Council approved the Sierra Montana Planned Area Development;

WHEREAS, the proposed final plan conforms to Surprise Pet Club site plan approved by the Planning and Zoning Commission with stipulations A through E on February 19, 2015';

WHEREAS, the proposed final plat does not create an substandard or nonconforming lots; and

WHEREAS, the proposed amended Final Plat complies with the Surprise Municipal Code and Surprise General Plan.

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

Section 1. The amended Final Plat entitled "A Replat of Lot 1 of the Final Plat for Sierra Montana Crossing," dated January 8, 2015 is approved subject to stipulations A through E as approved by the Planning and Zoning Commission on February 19th and will be recorded only upon satisfaction of all stipulations.

APPROVED AND ADOPTED this _____ day of _____ 2015.

Sharon R. Wolcott, Mayor

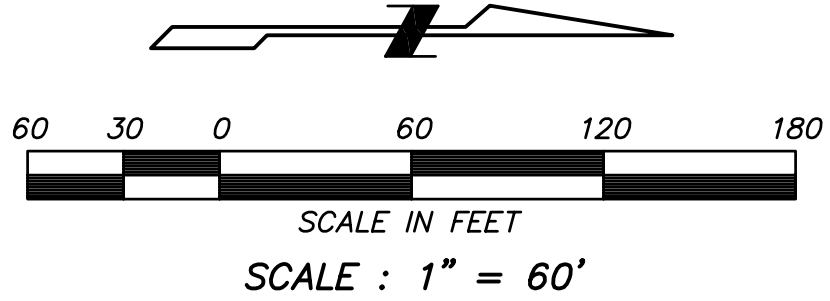
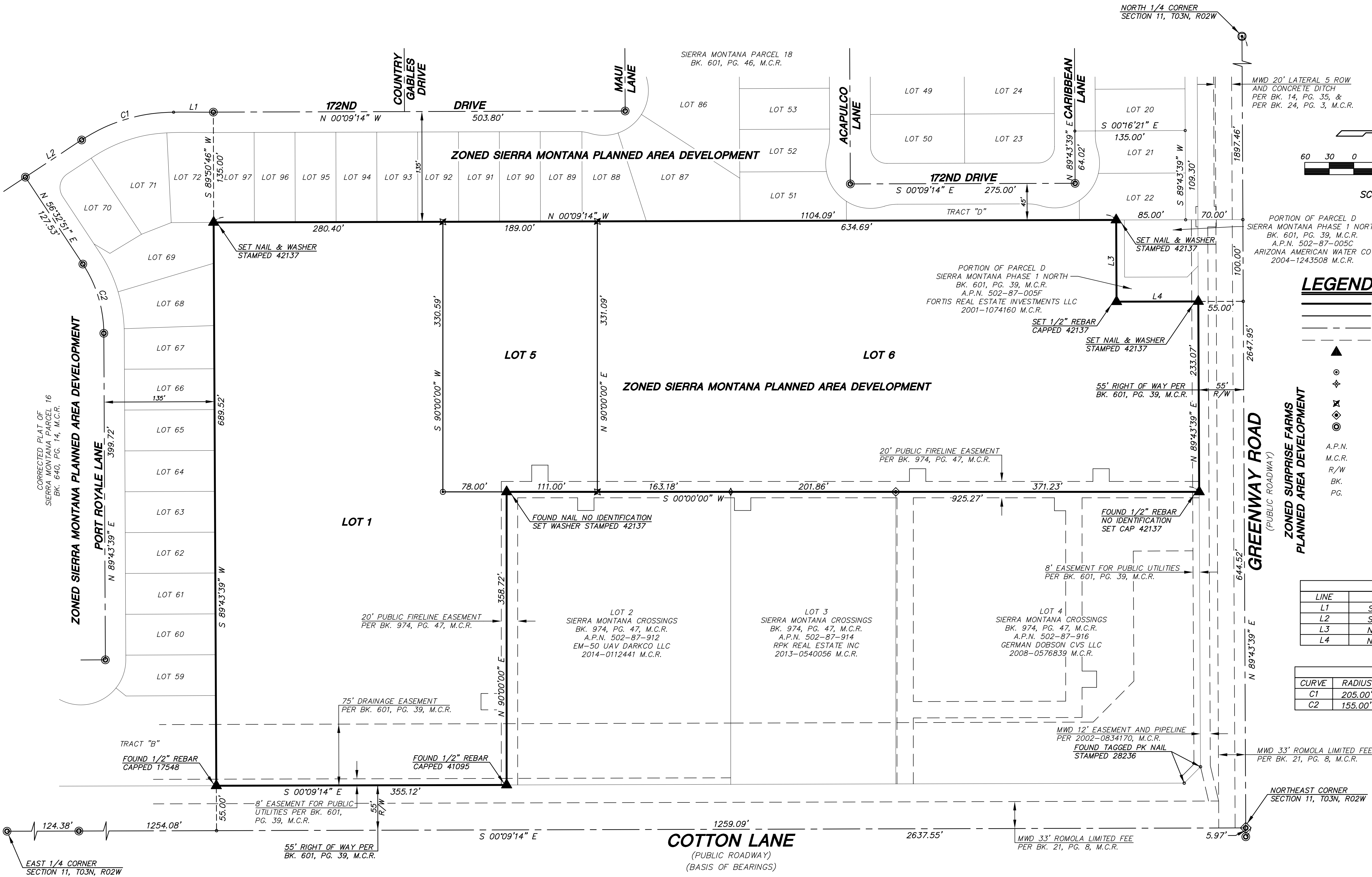
Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

A REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING AS RECORDED IN BOOK 974, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, A REPLAT OF SIERRA MONTANA PHASE 1 NORTH PARCEL D AS RECORDED IN BOOK 601, PAGE 39, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA.



PORTION OF PARCEL D
SIERRA MONTANA PHASE 1 NORTH
BK. 601, PG. 39, M.C.R.
A.P.N. 502-87-005C
ARIZONA AMERICAN WATER CO
2004-1243508 M.C.R.

LEGEND

- SUBDIVISION LINE
- LOT LINE
- MONUMENT LINE
- EXISTING EASEMENT LINE
- SUBDIVISION CORNER (FOUND OR SET AS NOTED)
- SET 1/2" REBAR CAPPED 42137
- FOUND NAIL NO IDENTIFICATION SET WASHER STAMPED 42137
- SET NAIL & WASHER STAMPED 42137
- FOUND NAIL TAGGED 28236
- FOUND CITY OF SURPRISE BRASS CAP FLUSH
- A.P.N.
- M.C.R.
- R/W
- BK.
- PG.
- ASSESSORS PARCEL NUMBER
- MARICOPA COUNTY RECORDS
- RIGHT OF WAY
- BOOK
- PAGE

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	S 00°09'14" E	48.65'
L2	S 33°27'09" E	82.54'
L3	N 89°43'39" E	100.00'
L4	N 00°09'14" W	100.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	205.00'	33°17'55"	119.14'
C2	155.00'	33°10'48"	89.76'



EXPIRES 3/31/17

A REPLAT OF LOT 1 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING
SURPRISE, ARIZONA

21415 N. 23rd Avenue, Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com



DWN: JW CHK: DK
SHEET 2 OF 2
DATE: 1/8/15
JOB NO.: 140834



CITY OF SURPRISE
Regular City Council Meeting

March 3, 2015 @ 6:00:00 PM

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

Council Meeting Date:	March 3, 2015	Contact Person:	Michael Boule, Public Works Department
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action accepting grant funding from the State of Arizona Pre Disaster Mitigation Program in the amount of \$18,675 and amending the fiscal year 2015 budget in the amount of \$24,900; Resolution 2015-23.

Motion:

I move to approve resolution 2015-23.

Background:

In July of 2014, the Public Works Department in partnership with the Fire-Medical Department applied for Pre-Disaster Mitigation funding. The intent of the grant is to assist local agencies prepare for natural disasters such as flooding, wildfire, severe wind, etc. The Public Works and Fire-Medical Departments intend to use this grant funding to supplement the scope of the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan update. The focus of our pre-disaster efforts will focus on the areas throughout the city susceptible to flooding. The final product will consist of a report that identifies the scope, cost estimate, and priority of the prescriptive flood mitigation projects.

Financial Impact Statement:

This project was not foreseen when the FY2015 operational budget was approved. Resolution #2015-23 is requesting establishment of the project using identified General Fund Grant Match Contingency and Grant Fund Contingency. This request neither increases or decreases the City's approved FY2015 budget.

Grant Fund Contingency	\$18,675
General Fund Grant Match	\$6,225
Total Budget	\$24,900

ATTACHMENTS:

Click to download

☐ [Reso 2015-23 with attachment](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

RESOLUTION # 2015-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ACCEPTING ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS FOR PRE-DISASTER MITIGATION PLANNING GRANT FUNDS IN THE AMOUNT OF \$18,675; AND AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING APPROPRIATIONS OF \$24,900 (\$6,300 FROM CITY MANAGERS INTERGOVERNMENTAL DEPARTMENT GRANTS CONTINGENCY BUDGET AND \$18,675 FROM GRANTS CONTINGENCY) TO A NEW PROJECT FOR UPDATING THE 2009 MARICOPA COUNTY HAZARD MITIGATION PLAN RELATED TO THE CITY OF SURPRISE.

WHEREAS, the City continues to experience street and residential flooding at various locations throughout the City;

WHEREAS, the City wishes to improve the quality of life within the City for its residents based on Council strategic plan;

WHEREAS, the City applied for a Pre-Disaster Mitigation grant with the Arizona Department of Emergency and Military Affairs in July of 2014;

WHEREAS, the City was notified on November 19, 2014 of an award for Pre-Disaster Mitigation planning grant for \$18,675 for planning updates related to the 2009 Maricopa County Hazard mitigation plan related to the City of Surprise;

WHEREAS, the City wishes to leverage City funds to take advantage of all grant awards and thus will provide \$6,300 matching funds from the City Manager's Intergovernmental Department Grants Contingency Budget;

WHEREAS, the FY2015 budget was adopted by Council Resolution #2014-53 on June 3, 2014;

WHEREAS, this action will necessitate a budget amendment; 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 Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The Arizona Department of Emergency And Military Affairs For Pre-Disaster Mitigation Planning Grant Funds in the Amount of \$18,675 are hereby accepted.

Section 2. 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, 2014 through June 30, 2015.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2015-23
Exhibit A

The FY2015 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.

General Fund City Manager Intergovernmental Division Grants Contingency	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenses:			
City Manager Intergovernmental Division Grants Contingency	\$70,000	-6,300	\$63,700
Grants Contingency	4,523,200	-18,600	4,504,600
Pre-Mitigation Study			
Project number to be assigned		24,900	24,900
	<u>\$4,593,200</u>	<u>-</u>	<u>\$4,593,200</u>
Revenues:			
Other Grant Revenue	\$5,250,000	-18,600	\$5,231,400
Pre-Mitigation Study		18,600	18,600
Project, project to be assigned			
	<u>\$5,250,000</u>	<u>\$0</u>	<u>\$5,250,000</u>

The fund changes are as follows:

- The amendment reallocates appropriation of \$24,900 (\$6,300 from the City Manager Intergovernmental Division Grants Contingency, and \$18,600 from the grants contingency fund to establish new non-capital project for the Pre-Mitigation Study drainage improvements.



CITY OF SURPRISE
Regular City Council Meeting

March 3, 2015 @ 6:00:00 PM

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

Council Meeting Date:	March 3, 2015	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Discussion and presentation regarding Operating Budget Revenue

Motion:

None, discussion only.

Background:

This is the first in a series of presentations regarding the development of the FY2016 Budget. This presentation will review General Fund operating revenues performance for the current FY2015 and projections for FY2016.

Financial Impact Statement:

None

ATTACHMENTS:

Click to download

☐ [PRESENTATION](#)

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):

Lindsey Duncan, Finance Director

FY2016 Operating Revenues

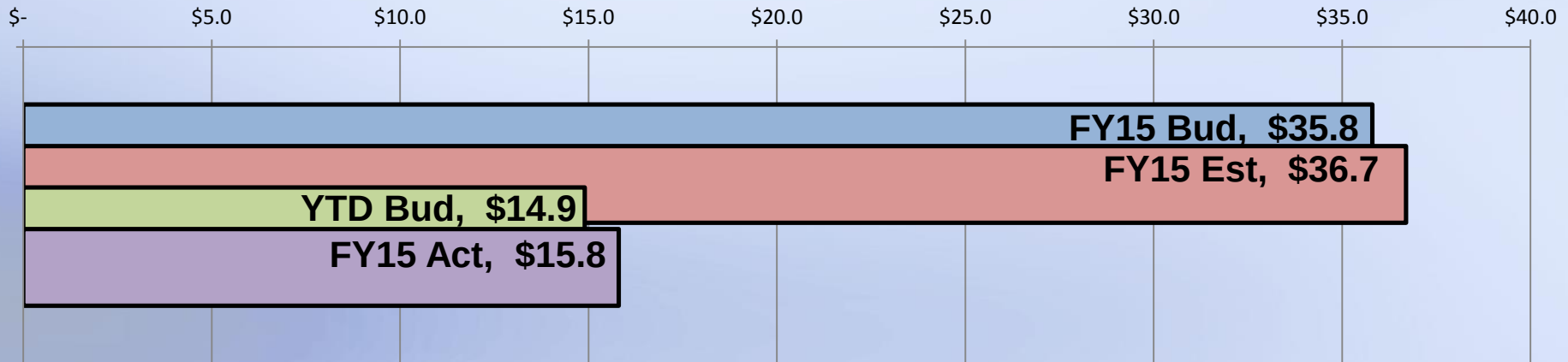


FY2015 General Fund (GF) Resources

Category	2015 Budget	2015 Estimate	\$ Variance	% Variance
Local Sales Tax	\$ 35.8	\$ 36.7	\$ 0.9	2.5%
State Shared	29.1	29.3	0.2	0.7%
Charges for Services/Other	10.3	10.1	(0.2)	-1.7%
Property Tax	6.5	6.5	-	0.0%
Franchise Fees	6.1	5.5	(0.6)	-10.2%
Transfers In	5.2	5.2	-	-0.3%
Total	\$ 93.0	\$ 93.3	\$ 0.3	0.3%

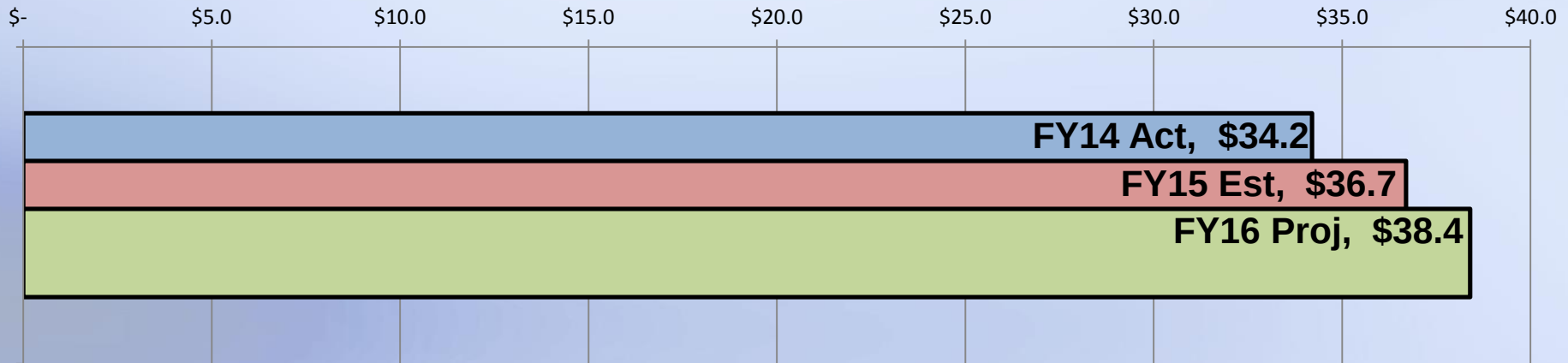
Amounts in millions

Local Sales Tax FY2015



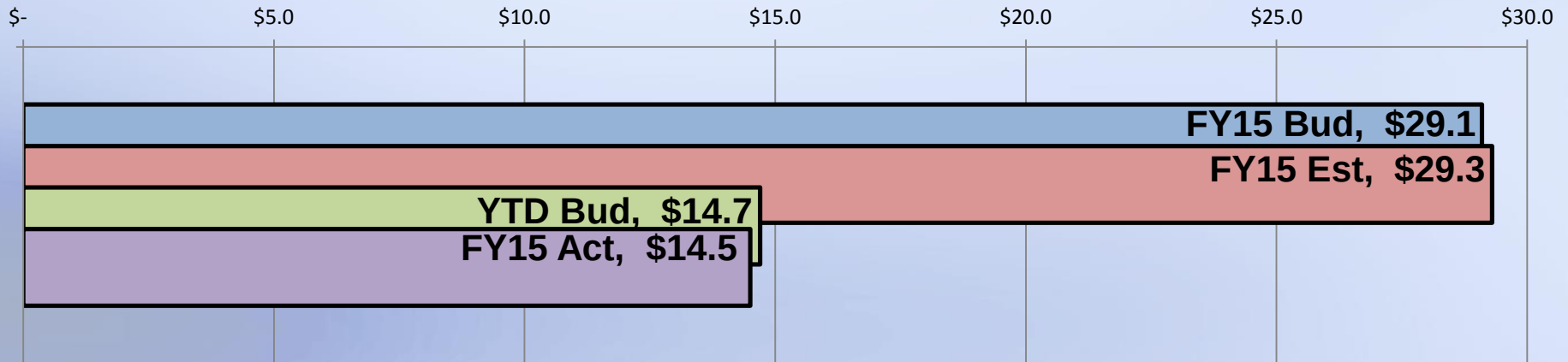
- Estimate exceeds budget by \$0.9M
- Includes \$1.25M of Construction Sales Tax per policy

Local Sales Tax FY2016



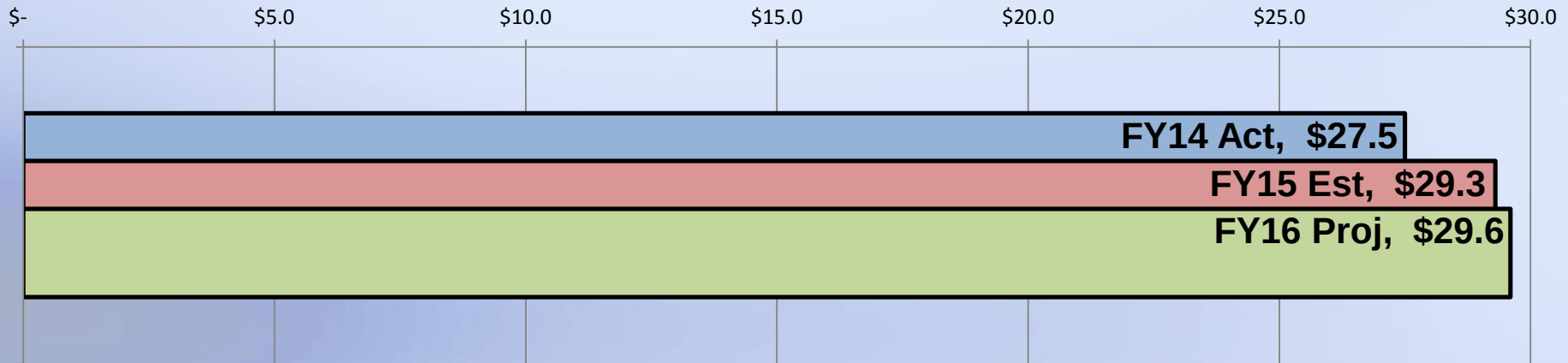
- FY2016 exceeds FY2015 by \$1.7M
- FY2015 exceeds FY2014 by \$2.5M
- Development Agreement impacts
- Less than half total revenue collected YTD
- Construction Sales Tax held constant at \$1.25M

State Shared FY2015



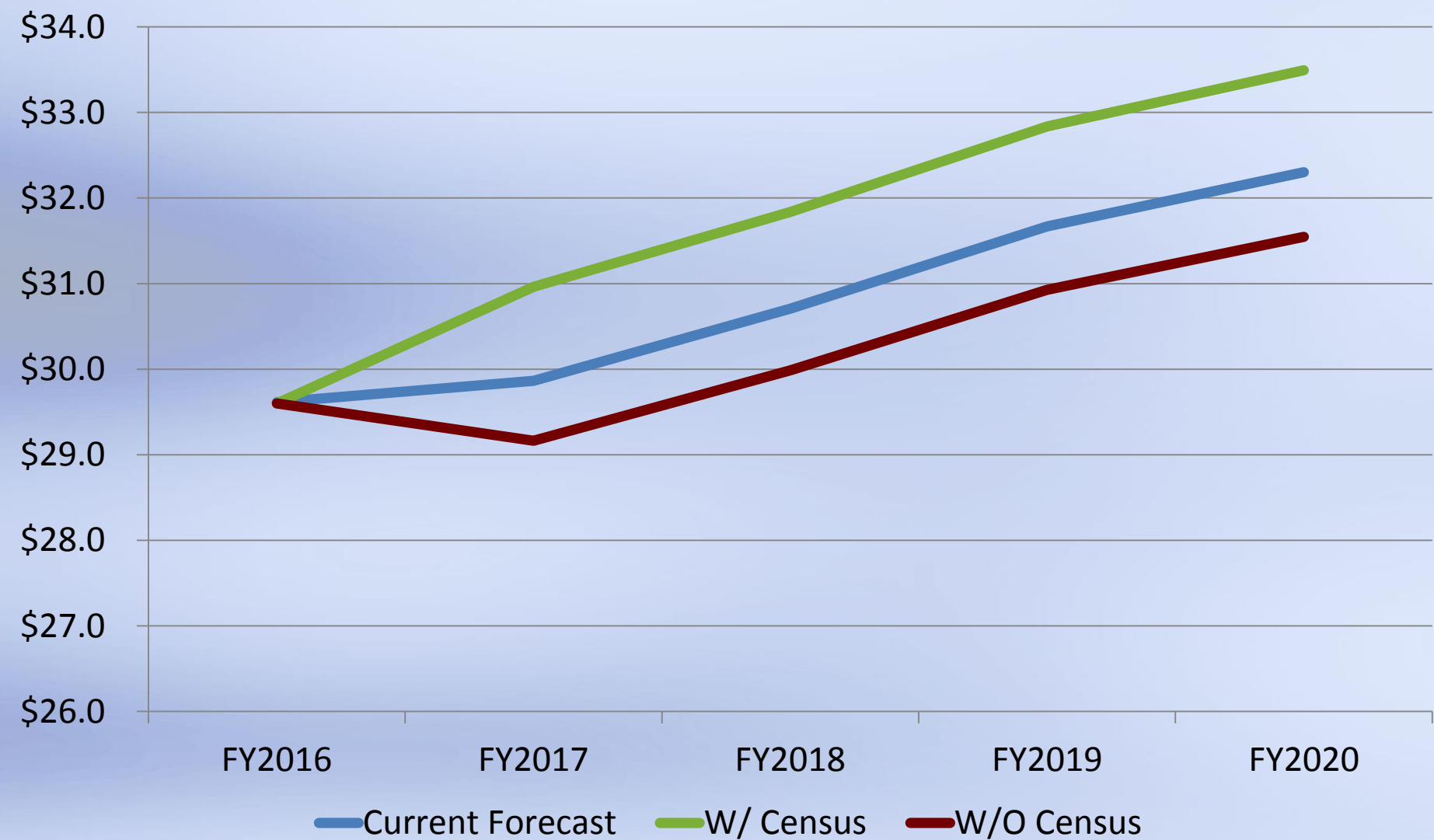
- Estimate exceeds budget by \$0.2M
- Stronger than expected in Vehicle License Tax

State Shared FY2016

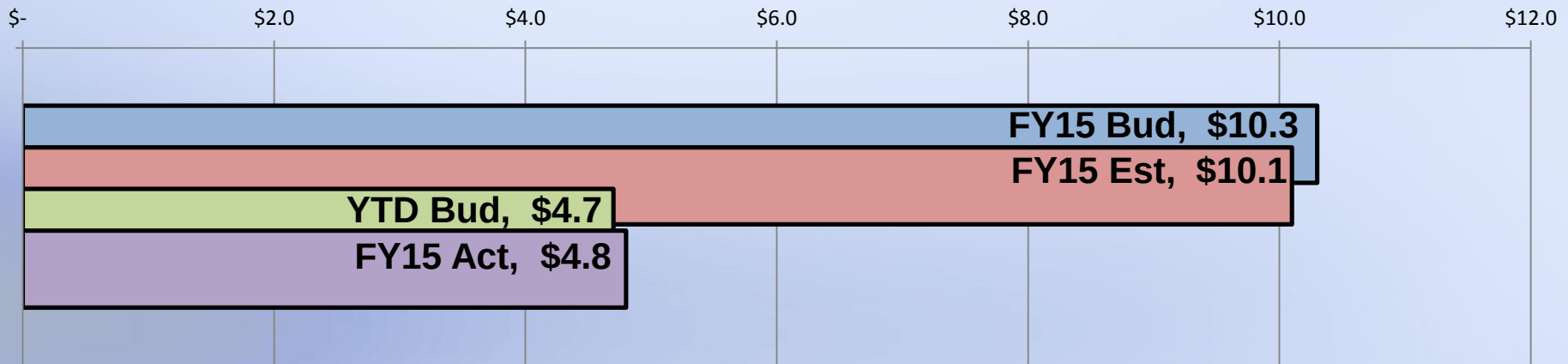


- FY2016 exceeds FY2015 by \$0.3M
- FY2015 exceeds FY2014 by \$1.8M
- Income Tax—lower commercial tax rate
- Sales Tax—credit for statewide tax collection

State Shared Future Years



Charges for Services/Other FY2015



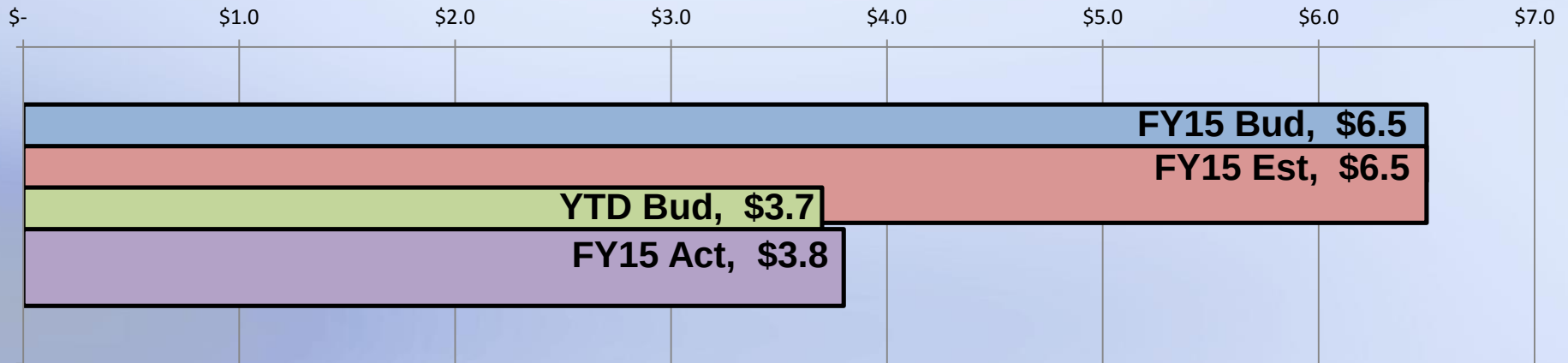
- Estimate below budget by \$0.2M
- Weaker in Community Development Fees
- Estimates based on input from departments

Charges for Services/Other FY2016



- FY2016 equal to FY2015
- FY2015 below FY2014 by \$0.3M
- CTCA tournament not in FY2015+
- Ticket surcharge moved

Property Tax FY2015



- Estimate equal to budget
- Delinquent accounts offset by prior year collections

Property Tax FY2016

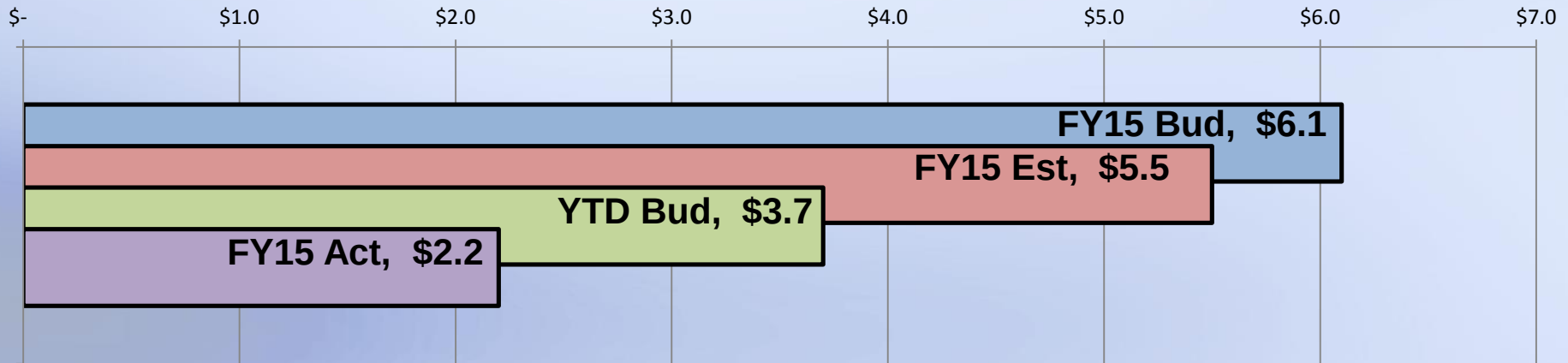


- FY2016 exceeds FY2015 by \$0.1M
- FY2015 exceeds FY2014 by \$0.2M
- New property increases valuation by 1.0%

FY2016 Property Tax

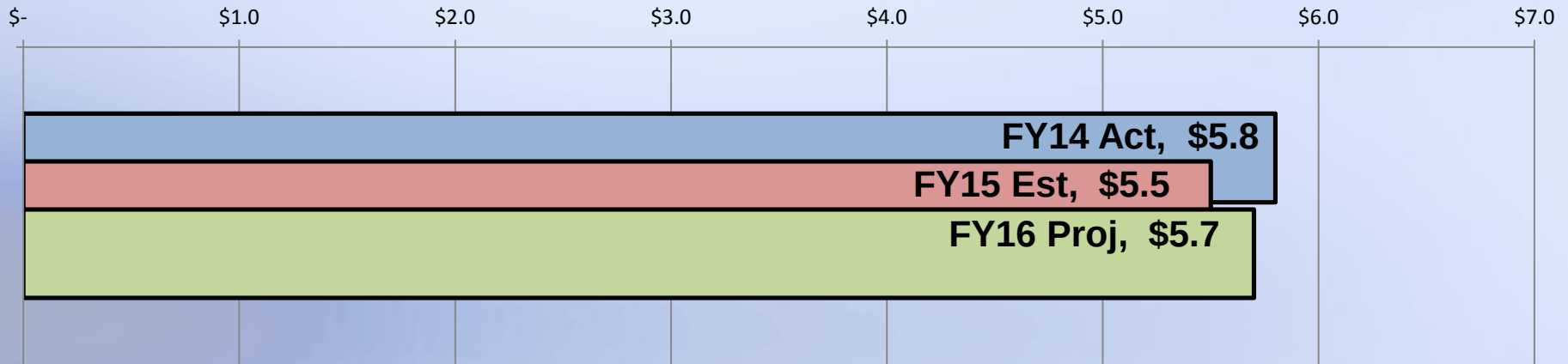
Category	Levy Amount	Levy Rate
FY2015	\$6,513,600	\$0.7591
FY2016 Projection	\$6,578,600	\$0.7398
FY2016 Maximum	\$8,852,400	\$0.9955

Franchise Fees FY2015



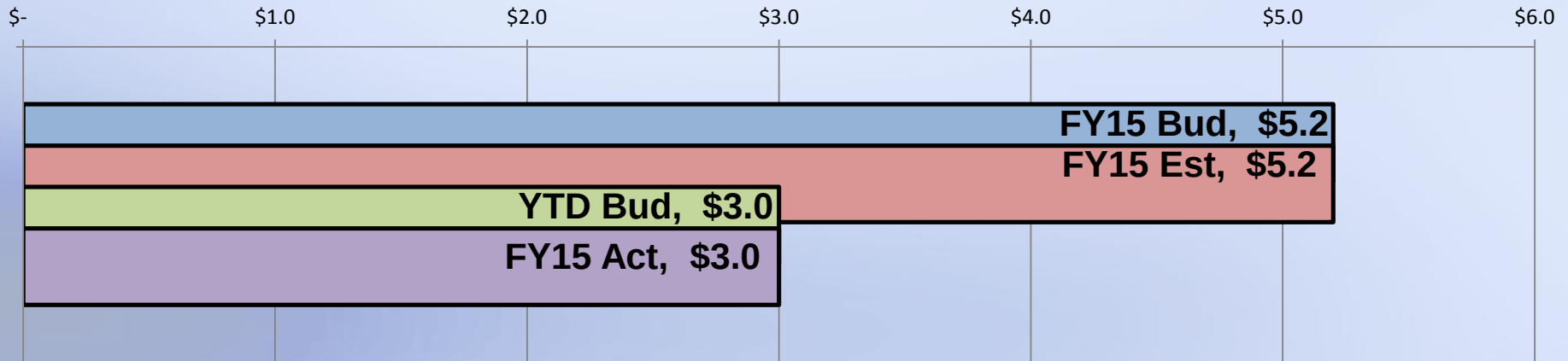
- Estimate below budget by \$0.6M
- Weaker than expected in APS Franchise
- American Water data

Franchise Fees FY2016



- FY2016 exceeds FY2015 by \$0.2M
- FY2015 below FY2014 by \$0.3M
- APS Franchise Fees set at lower base

Transfers In FY2015



- Estimate equal to budget
- Includes transfers from utilities for
 - Indirect costs
 - In-lieu property tax

Transfers In FY2016



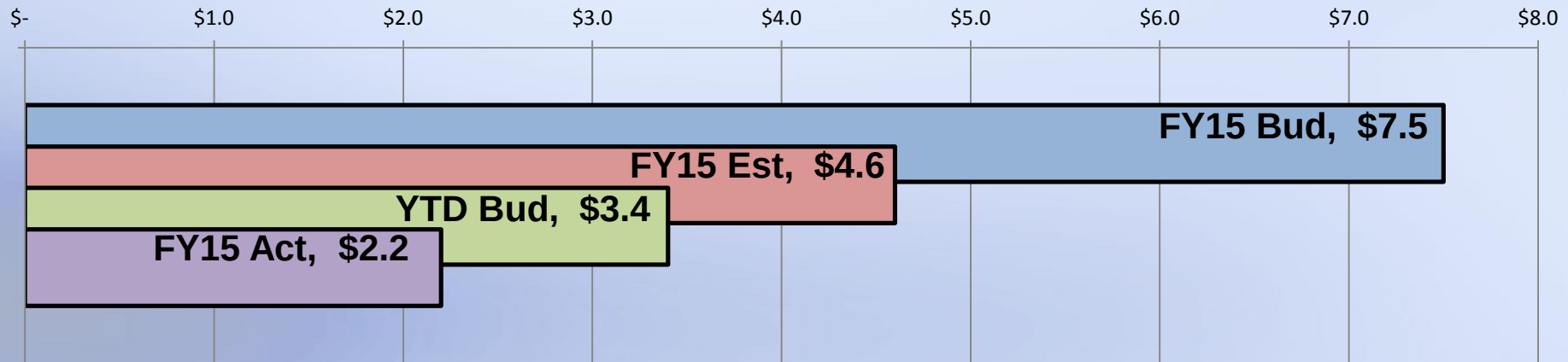
- FY2016 below FY2015 by \$0.1M
- FY2015 below FY2014 by \$0.1M
- Reduction in indirect cost allocation

FY2016 General Fund (GF) Resources

Category	2015 Estimate	2016 Projection	\$ Variance	% Variance
Local Sales Tax	\$ 36.7	\$ 38.4	\$ 1.7	4.8%
State Shared	29.3	29.6	0.3	1.1%
Charges for Services/Other	10.1	10.1	-	0.0%
Property Tax	6.5	6.6	0.1	1.0%
Franchise Fees	5.5	5.7	0.2	3.3%
Transfers In	5.2	5.1	(0.1)	(2.6%)
Total	\$ 93.3	\$ 95.5	\$ 2.2	2.3%

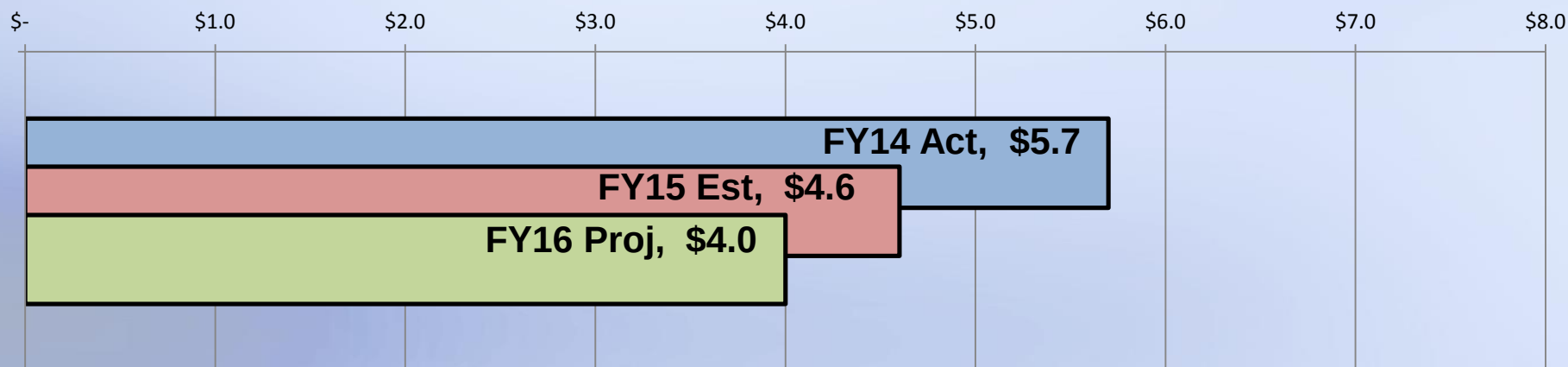
Amounts in millions

Construction Sales Tax FY2015



- New construction less than expected
- TPT simplification effort—six month impact

Construction Sales Tax FY2016



- FY2016 below FY2015 by \$0.6M
- FY2015 below FY2014 by \$1.1M
- Based on estimated construction
- TPT simplification effort—full year impact

FY2016 Construction Sales Tax

Category	2015 Estimate	2016 Projection	\$ Variance	% Variance
General Fund	\$ 1.3	\$ 1.3	\$ 0.0	0.0%
General Capital Fund	1.5	1.1	(0.4)	(26.7%)
Transportation Improvement	1.8	1.6	(0.2)	(11.1%)
Total	\$ 4.6	\$ 4.0	(\$ 0.6)	(13.0%)

Amounts in millions

Budget Calendar

- Review of Expenses March 17
 - FY2015 Estimates, FY2016 Projections
 - FY2016 Change Requests
- Review of Expenses April 7
 - Continuation
- Recommended Budget Review April 21
- Tentative Budget Adoption May 5
- Final Budget Adoption June 2
- Property Tax Levy Adoption June 16

Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

March 3, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	March 3, 2015	Contact Person:	Mark A. Coronado, Director - Community & Recreation Services
Submitting Department:	CRS	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action amending the fiscal year 2015 budget in the amount of \$396,000 to establish the clubhouse improvements project (21514); Resolution 2015-01.

Motion:

I move to approve Resolution 2015-01.

Background:

The City of Surprise and the Kansas City Royals and Texas Rangers are engaged in the process of extending, and anticipate an extension of , the current Sports Facilities Use Agreements. An extension of the agreements will necessitate renovation of the Royals and Rangers Clubhouses. Immediate funds are needed to expedite and advance the renovation process. In accordance with the council adopted budget policies, the funds are in contingency and requires council approval to spend.

Financial Impact Statement:

The clubhouse improvements project (21514) is a non-growth project in multiple funds. The programmed budget for FY2015 is \$1,491,200 in the stadium improvements fund. Approval of resolution 2015-01 will establish an additional budget of \$396,000 in the spring training ticket surcharge fund allowing fund balance to be spent.

ATTACHMENTS:

Click to download

☐ [Reso 2015-01](#)

External Attachment Links:

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 # 2015-01

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING APPROPRIATIONS OF \$62,000 FROM SERVICES AND \$137,900 FROM CONTINGENCY WITHIN THE SPRING TRAINING TICKET SURCHARGE FUND, AND \$196,100 FROM CONTINGENCY WITHIN THE GRANTS FUND, TO THE CLUBHOUSE IMPROVEMENTS PROJECT (21514) WITHIN THE SPRING TRAINING TICKET SURCHARGE FUND.

WHEREAS, the City of Surprise and the Kansas City Royals and Texas Rangers are engaged in the process of extending, and anticipate an extension of, the current Sports Facilities Use Agreements;

WHEREAS, extension of said Agreements will necessitate renovation of the Royals' and Rangers' clubhouses and immediate funds are needed to expedite and advance the renovation process;

WHEREAS, this action will allow the use of \$396,000 in fund balance from the Spring Training Ticket Surcharge Fund;

WHEREAS, the FY2015 budget was adopted by Council Resolution #2014-53 on June 3, 2014 and this action will necessitate a budget amendment; 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 Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2014 through June 30, 2015.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2015-01**Exhibit A**

The FY2015 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

Fund/Object Code or Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Spring Training Ticket Surcharge Fund/Clubhouse Improvements, project 21514	\$0	\$396,000	\$396,000
Spring Training Ticket Surcharge Fund/Services	250,000	(62,000)	188,000
Spring Training Ticket Surcharge Fund/Contingency	137,900	(137,900)	0
Grants Fund/Contingency	5,031,500	(196,100)	4,835,400
	<u>\$5,419,400</u>	<u>\$0</u>	<u>\$5,419,400</u>

The fund changes are as follows:

- Spring Training Ticket Surcharge Fund - The amendment reallocates appropriations from Services and Contingency to the clubhouse improvements project (21514) in the amount of \$199,900 to be used for the Texas Rangers and Kansas City Royals spring training facility.
- Grants Fund – The amendment reallocates appropriation from Contingency to the spring training ticket surcharge fund, clubhouse improvements project (21514) in the amount of \$196,100 to be used for the Texas Rangers and Kansas City Royals spring training facility.



CITY OF SURPRISE
Regular City Council Meeting

March 3, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	March 3, 2015	Contact Person:	Terry Lowe, Director Water Resource Management Department
Submitting Department:	Water Resource	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration of Action approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Surprise and the Arizona Water and Wastewater Agency Response Network (AZWARN) memorializing the terms and procedures for requesting emergency response for water and wastewater utilities outside a utility service area in times of emergencies; Resolution 2014-104.

Motion:

I move to approve Resolution 2014-104.

Background:

The AzWARN Mutual Aid Agreement is a free network available to all public water and wastewater utilities in Arizona. The mission of the AzWARN network is to support and promote statewide emergency preparedness, disaster response and mutual aid assistance for water and wastewater utilities during natural and human caused emergencies. As a member of AzWARN, the City would have the option, but not the obligation, to lend assistance to other members during emergencies by providing personnel and/or equipment. Other members could intern provide voluntarily assistance to the City in the event that the City requests such assistance. The IGA establishes the format for seeking reimbursement for assistance amongst members and is recognized by FEMA should federal reimbursement be warranted.

Financial Impact Statement:

None at this time.

ATTACHMENTS:

Click to download

- ☐ [RESOLUTION # 2014-104-AZWARN](#)
 - ☐ [AZWARN Presentation](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Terry Lowe, Director Water Resource Management

RESOLUTION # 2014-104

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE INTER-GOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA WATER AND WASTEWATER AGENCY RESPONSE NETWORK (AZWARN) AND THE CITY OF SURPRISE

WHEREAS, municipal corporations within Arizona are authorized to own and operate water distribution and wastewater collection and treatment systems pursuant to A.R.S. § 9-511;

WHEREAS, members of AZWARN recognize the value of cooperative efforts in responding to water and wastewater utility emergencies and intend to look for opportunities to cooperate with local governments, Tribal entities, and federal agencies to meet the need for mutual aid in emergencies;

WHEREAS, one or more members to the Intergovernmental Agreement may find it necessary to utilize all of their own resources to cope with a “Local Emergency” a “Government-Declared State of Emergency” or a “Utility emergency” and may require the assistance of another member or other members;

WHEREAS, it is desirable that the manner of financing such cooperative undertakings be resolved in advance of such emergency; and

WHEREAS, it would be beneficial to have an established plan and procedures in case of emergencies.

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

Section 1. The Intergovernmental Agreement between the Arizona Water and Wastewater Agency Response Network (AZWARN) and the City of Surprise, which is attached hereto as *Exhibit A*, is approved and the Mayor is hereby authorized and directed to sign the Intergovernmental Agreement.

SIGNATURES ON THE FOLLOWING PAGE.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

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

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

RECITALS

WHEREAS, municipal corporations within Arizona are authorized to own and operate water distribution and wastewater collection and treatment systems pursuant to A.R.S. § 9-511, and;

WHEREAS, Domestic Water and Wastewater Improvement Districts are authorized to operate water and wastewater facilities pursuant to A.R.S. § 48-909 and A.R.S. § 48-1011 et seq.;

WHEREAS, Pima County is authorized to own and operate a wastewater collection and treatment system pursuant to A.R.S. § 11-264, and;

WHEREAS, Members of the AZWARN recognize the value of cooperative efforts in responding to water and wastewater utility emergencies and intend to look for opportunities to cooperate with local governments, Tribal entities, and federal agencies to meet the need for mutual aid in emergencies; and;

WHEREAS, the signatories to this Agreement are authorized to enter into intergovernmental agreements pursuant to A.R.S. § 11-952, and;

WHEREAS, one or more members to this Agreement may find it necessary to utilize all of their own resources to cope with a "Local Emergency" a "Government-Declared State of Emergency" or a "Utility emergency" and may require the assistance of another member or other members (collectively, "Member");

WHEREAS, It is desirable that the manner of financing such cooperative undertakings be resolved in advance of such Emergency; and

WHEREAS, it would be beneficial to have established a plan and procedures in case of Emergencies;

WHEREAS, separate from this Agreement, state resources will be made available in accordance with A.R.S. § 35-192; A.R.S. § 26-303(E) and A.R.S. § 26-311;

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

AGREEMENT

Article 1. Purpose

The Members recognize that Emergencies may overwhelm the ability of a water and or wastewater utility to provide services to its customers. These Emergencies may require assistance in the form of personnel, equipment, services, and supplies from outside the area of the impact of the Emergency. Therefore, the Arizona Water and Wastewater Agency Response Network ("AZWARN") Member utilities hereby establish within the State of Arizona an Intrastate Program for Mutual Assistance ("Mutual Assistance Program") and create a statewide Arizona Water and Wastewater Agency Response Network ("AZWARN"). Through the Mutual Assistance Program and AZWARN, the Members will coordinate response activities and may share resources during Emergencies. This Agreement sets forth the procedures for the administration of this Mutual Assistance Agreement and AZWARN.

Article 2. Scope

The scope of this Agreement is to (1) provide procedures to notify Members of the need for assistance; (2) provide procedures for Requesting Members to request assistance; (3) provide a mechanism for compensation for resources; and (4) create AZWARN to implement this Agreement.

Article 3. Definitions

- 3.1 **Agreement** means this document, the Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network and changes of the agreement as approved by its Members.
- 3.2 **Associate:** Any non utility participant, approved by the AZWARN Board, which provides a support role for the AZWARN program. These participants are nonvoting and do not officially sign the AZWARN agreement.
- 3.3 **Authorized Designee** means an employee of a Member that is authorized by the Member's Governing Body to request assistance, offer assistance, or declare Utility Emergencies under this Agreement.
- 3.4 **AZWARN (Arizona Water and Wastewater Agency Response Network)** means an organizational body of Member representatives. Each Member has one representative.
- 3.5 **AZWARN Board** means the Chairperson and eight other Member representatives elected at large among AZWARN Member representatives. The AZWARN Board shall be formed after the AZWARN Membership exceeds twenty (20).
- 3.6 **AZWARN Chairperson** means the Member Representative elected by a majority vote of AZWARN. This person is responsible for chairing AZWARN meetings, giving notices as required by this Agreement and is authorized to execute actions approved by Resolutions of AZWARN.
- 3.7 **Backfill** means the salary of replacement personnel who perform the regular duties of other personnel who are deployed under this mutual aid agreement.
- 3.8 **Coordinator** means a person assigned by AZWARN to provide services as directed by AZWARN such as managing a website, special communication hub, or grant management.
- 3.9 **Costs** mean the actual expenditures of funds by Responding Member, including backfill and indirect costs.
- 3.10 **District** means a domestic water improvement district or domestic wastewater improvement district created pursuant to A.R.S. § 48-1011 et seq.

- 3.11 **Emergency** means a Local Emergency, pursuant to A.R.S. § 26-301(9) or a Governor Declared State Emergency, pursuant to A.R.S. § 35-192 or a Utility Emergency as defined in this Agreement. (Note A.R.S. § 34-604, Emergency Procurement).
- 3.12 **Governing Body** means the legislative body (e.g., city council, board of supervisors, district board or State agencies) elected to manage the affairs of the municipality, municipal corporation, district, county or Public Agency with statutory authority to enter into Mutual Aid Agreements.
- 3.13 **Governor-Declared State Emergency** means a situation where the Governor has declared a state of emergency following a determination of the “existence of conditions of disaster or of extreme peril to the safety of persons or property within the state caused by air pollution, fire, flood or floodwater, storm, epidemic, riot, earthquake or other causes, except those resulting in a state of war emergency, which are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single county, city or town, and which require the combined efforts of the state and the political subdivision,” pursuant to A.R.S. § 35-192.
- 3.14 **Indirect Costs** means 10% of the total expenditures of funds by the Responding Member.
- 3.15 **Local Emergency** means the “existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of a county, city, or town, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of such political subdivision as determined by its Governing Body and which require the combined efforts of other political subdivisions” pursuant to A.R.S. § 26-301(9).
- 3.16 **Member** means a participating governmental entity in the AZWARN.
- 3.17 **National Incident Management System (NIMS)** means the national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- 3.18 **Period of Assistance** means a specified period of time when a Responding Member assists a Requesting Member. It begins with the Requesting Members’ notice of acceptance of aid and ends when either the Responding Member or Requesting Member terminates the aid pursuant to notice provisions of this Agreement.
- 3.19 **Private Utility** means a water or wastewater distribution, collection or treatment facility or system which is not owned or operated by a Governing Body, Municipal Corporation or Water or Wastewater District.
- 3.20 **Requesting Member** means a Member who requests assistance in accordance with the terms and conditions of this Agreement.
- 3.21 **Responding Member** means a Member that responds to a request for assistance in accordance with the terms and conditions of this Agreement.
- 3.22 **Utility** means an Arizona water or wastewater distribution, collection or treatment facility or system owned by a Governing Body, or a municipal corporation, or an Arizona water or wastewater company who is contracting with or licensed by a Governing Body to provide services.
- 3.23 **Utility Emergency** means an incident or event beyond the capability of a member utility but does not amount to or require the need of a declaration of emergency by the Mayor, Chairman of the Board of Supervisors, or the Governor of the State of Arizona. This emergency is declared by the utility’s Authorized Designee. (Note: A.R.S. § 34-604, Emergency Procurement).

Article 4. Implementation

4.1 This Agreement will be implemented through AZWARN. Each Member to the Agreement will select a Member representative who will each have one vote. The Member representatives will elect a Chairperson. When Membership exceeds twenty (20), AZWARN will elect eight (8) Member representatives to the AZWARN Board. The Chairperson and each AZWARN Board Member will have one vote for Board business. Until such time as membership exceeds twenty (20) Members, AZWARN will serve as the Board.

4.2 AZWARN will meet annually to review this Agreement as well as emergency preparedness and response procedures, recommending changes when necessary. AZWARN Member representatives, and subsequently the AZWARN Board, will adopt resolutions, policies, procedures and by-laws. AZWARN Member representatives will facilitate, plan and coordinate emergency planning, response activities, and training exercises under this Agreement. AZWARN Member representatives will also determine budget and funding options.

Article 5. Funding

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

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

Article 6. Procedures for Requesting Assistance

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

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

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

6.4 Discretion of Responding Member. Execution of this Agreement does not create any duty to provide assistance. When a Member receives a request for assistance, the Authorized Designee will have absolute discretion as to the availability of resources and choice of providing assistance. An Authorized Designee's decisions on the availability of resources will be final and not subject to legal challenge.

6.5 Right to Withdraw. The Responding Member's Authorized Designee retains the right to withdraw some or all of its resources upon 24 hours notice. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Designee.

Article 7. Responding Member Personnel

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

7.2 Control. Personnel sent by a Responding Member will remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Designee will coordinate response activities with the designated supervisor(s) of the Responding Member(s).

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

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

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

Article 8. Reimbursement

Unless otherwise mutually agreed in whole or in part, the Requesting Member will reimburse the Responding Member for each of the following categories of costs that Responding Member incurred while providing aid during the specified Period of Assistance. If an alternative fee schedule is necessary for a Member, alternative fee schedules will be submitted upon signing this Agreement.

8.1 Personnel. Requesting Member will pay Responding Member for work completed by Responding Member personnel during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The supervisor(s) designated by the Responding Member must keep accurate records of work performed by personnel during the specified Period of Assistance. Reimbursement must include all personnel costs, including salaries or hourly wages (including overtime and backfill), costs of fringe benefits, and indirect costs when reimbursing Responding Member. If a Responding Member uses rates different from these costs, the fee schedule may be attached to the signed agreement and submitted to the AZWARN Board.

8.2 Equipment. The Requesting Member will reimburse the Responding Member for the use of equipment during a specified Period of Assistance. Requesting Member will use equipment rates based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates those rates may be attached to the signed agreement and submitted

to the AZWARN Board. In the event of equipment not included in the schedule of equipment rates, the Responding Member must provide such rates in writing to the Requesting Member prior to supplying resources. The Requesting Member and Responding Member must mutually agree, in writing, on rates prior to Responding Member's dispatch of equipment.

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

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

8.5 Reimbursement Procedures by the State. It is expressly understood that when Responding Members provide aid under this Agreement to the Requesting Member, the State may reimburse the Requesting Member for eligible costs as appropriate.

8.6 Excess Costs. The Requesting Member will reimburse the Responding Member for actual excess costs incurred by Responding Member for required backfill or coverage.

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

Article 9. Water Rights

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

Article 10. Private Utilities

10.1 A participating Member may request assistance for a Private Utility or provide assistance from a Private Utility to a requesting Member pursuant to this Agreement under the following conditions: the Member must have a valid contract with the Private Utility that is consistent with the terms and conditions of this Agreement and the Member will agree to assure substantial compliance by the Private Utility with the terms and conditions of this Agreement. The Member may make substantial compliance a term of their contract with the Private Utility.

10.2 For purposes of this Agreement, the participating Member's Authorized Designee shall act as the representative of the Private Utility.

Article 11. Protected Information, Statewide Critical Infrastructure and Disclosure

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

Article 12. Dispute Resolution

12.1 Dispute Resolution. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the Members agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure.

12.2 Mediation Procedure. Mediation will take place in a location agreed to by the Members, will be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Members.

12.2.1 Commencement of Mediation. Either Member may refer the dispute to mediation by sending by U.S. mail, certified and return receipt requested, to the other Member or Members a written notice (the "Mediation Notice") calling on the other Member or Members to proceed to mediation. The Member or Members who have received a Mediation Notice will contact the Member calling for mediation seven (7) days from receipt of the Notice to confirm receipt of the Mediation Notice and to begin the mediator selection process.

12.2.2 Mediator Selection. Unless the Members agree otherwise, the Members will select the one or more mutually acceptable trained mediator(s) within fourteen 14 days of the confirmation of receipt of Mediation Notice.

12.2.3 Fees and Costs. Each Member agrees to bear its own fees and costs to participate in mediation. The Members will enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Members will share equally the mediators' fees and mediation expenses.

12.2.4 Subsequent or Contemporaneous Contracts. The Members will include this provision in all subsequent or contemporaneous contracts relative to this matter, absent specific written agreement of the Members otherwise.

12.3 Participation in Mediation. The Members agree to encourage participation in mediation by all relevant Members. The Members will not be obligated to mediate if a Member who is needed to fully resolve dispute is unwilling to join.

12.4 Waiver. This section does not constitute a waiver of the Members' rights to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

Article 13. Indemnification

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

Article 14. Worker’s Compensation Claims

Each Member will be responsible for any injuries which may occur to their own personnel during the course of rendering mutual assistance pursuant to this Agreement. In accordance with A.R.S. § 23-1022, each Member will be deemed the primary employer and will have sole responsibility for the payment of worker’s compensation benefits to its respective employees. Each Member will comply with the notice provisions of A.R.S. § 23-1022(E).

Article 15. Notice of Claim or Suit

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

Article 16. Insurance

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

Article 17. Effective Date; Term

17.1 Effective Date. This Agreement will become effective for each Member after approval by its Governing Body and on the date it is recorded with the Secretary of State (the “Effective Date”).

17.2 Term. Except as otherwise provided in this Agreement, this Agreement will terminate June 30, 2020 unless extended. Upon termination any involved property shall revert to the original owner unless conveyed to another participant pursuant to the terms of this Agreement.

Article 18. Withdrawal

Any Member may terminate its participation in this Agreement through a resolution of its Governing Body which gives notice of termination of participation in this Agreement and by filing a certified copy of such resolution with the Secretary of State and providing a copy to the AZWARN Chairperson. This Agreement is terminated as to such Member twenty (20) days after the filing of such resolution. The termination by one or more of the Members of its participation in this Agreement will not affect the operation of this Agreement as between the other Members thereto.

Article 19. Non-Appropriation

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

Article 20. Prohibition of Third Parties and Assignment of Rights and Duties

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

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

Article 21. Other Mutual Aid and Assistance Agreements

Nothing in this Agreement will limit any Member's ability to continue with, or enter into, other mutual aid or assistance agreements, including those with Tribal governments. The Members may negotiate mutual aid agreements with Tribal government as appropriate

Article 22. Americans with Disabilities Act

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

Article 23. Non-Discrimination

No Member will discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Member duties pursuant to this Agreement. Each Member will comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which are incorporated into this Agreement by reference, as if set forth in full herein.

Article 24. Compliance with Laws

Each Member will comply with all federal, state and local laws, rules regulations, standard and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the Members, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement.

Article 25. Entire Agreement

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

Article 26. Jurisdiction

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

Article 27. Conflict of Interest

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

Article 28. Severability

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

Article 29. Execution Procedure

This Agreement will be executed in counterparts by the Governing Body of each Member. Upon execution, the counterpart will be filed with the Secretary of State.

Article 30. Responsibility of the State of Arizona

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

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

City of SURPRISE

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

Mayor, City of SURPRISE Date: _____

ATTEST: _____ Date: _____
City Clerk

Date of formal approval Governing Body: _____

Pursuant to A.R.S. § 11-952(D), the attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

City Attorney Date: _____

City of SURPRISE

Consideration and Action: Intergovernmental Agency Agreement with Arizona Water/Wastewater Agencies Response Network (AZWARN)

Council Meeting

March 3, 2015

Water Resource Management



S U R P R I S E
ARIZONA



What is AZWARN?



- One of the W/W Agency Response Networks (WARN) designed for interstate mutual aid and assistance
 - o 48 states and Washington D.C.
 - o 10 in Canada
 - o Mission: To provide expedited access to specialized resources need to respond to and recover from events
- A statewide volunteer mutual assistance program between water and wastewater utilities
- Provides critical and timely resources to rapidly restore necessary services

Why AZWARN ?



- Access to specialized operations resources
- Federal support and assistance
- Regulatory benefits
 - o Agreements already in place that sets the terms and conditions for assistance
 - o Supports with FEMA reimbursement
 - o Establishes emergency contacts
- Practical benefits
 - o Rapid assistance in a crisis
 - o Knowledge based contact network
 - o Certified personnel

Why AZWARN ?



- No Cost to Join
- 20 Current Public and Private Utility Members
 - o Maricopa (11)
 - o Pima (5)
 - o Yavapai (3)
 - o Coconino (1)



CITY OF SURPRISE
Regular City Council Meeting

March 3, 2015 @ 6:00:00 PM

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

Council Meeting Date:	March 3, 2015	Contact Person:	Martin Lucero, Community Development
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action approving an intergovernmental agreement with Arizona Department of Transportation for transportation alternative non-infrastructure funds and amending the FY2014-15 budget in the amount of \$72,500 for the completion of a Safe Routes to School Action Plan for Arizona Charter Academy, Imagine Rosefield, and Imagine Preparatory required by an awarded Transportation Alternative Non-Infrastructure Grant; Resolution 2015-24.

Motion:

I move to approve Resolution No. 2015-24.

Background:

In July of 2014, the Community Department in partnership with three City of Surprise charter schools were awarded a Transportation Alternative Non-Infrastructure grant to develop a Safe Routes to School Action Plan for three charter schools within the City. The award was not programmed into the City budget as it was unanticipated. The total award amount was \$72,500, including the City's match of \$6,018.50 in local funds.

Financial Impact Statement:

Acceptance of the Transportation Alternative Non-Infrastructure grant funds for FY2015 will reallocate appropriations in the amount of \$66,500 from Grant Fund Contingency and \$6,000 from General Fund Grant Match Contingency for a total of \$72,500 to Professional and Outside Services. This does not represent an actual transfer of funds, but only a transfer of spending authority and does not increase or decrease the total budget.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
- ☐ [Safe Routes to School - Vicinity Map](#)
- ☐ [Safe Routes to School - Budget Amendment Form](#)

☐ [Reso 2015-24 with all attachments](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Martin Lucero, Transportation Planning Manager

Eric Fitzer, Director



COMMUNITY DEVELOPMENT

Date: March 3, 2015

To: Mayor and City Council

From: Martin Lucero, Transportation Planning Manager
martin.lucero@surpriseaz.gov, 623-222-3142
Eric Fitzer, Community Development Director

Re: Transportation Alternative Non-Infrastructure Grant Funds –
Safe Routes to School Action Plan

As set in State Statutes § 48-572 the City needs to enter into an agreement by resolution to accept and utilize the Transportation Alternative Non-Infrastructure funds – for the completion of a Safe Routes to School Action Plan, which it was awarded through a competitive grant process.

Background

The Safe Routes to School Program (SRTS) was created by the U.S. Congress as part of a federal transportation bill called SAFETEA-LU. As part of the federal effort the State has opted to provide these funds to encourage safer routes to and from schools that can decrease pedestrian and bicycling related injuries, not just for students, but for the entire community.

The work proposed under JPA will allow the State to acquire Federal funds to develop a SRTS study for the City of Surprise Schools. The Study will develop a Safe Routes to School Action Plan for three charter schools within the City of Surprise

Transportation Alternative Non-Infrastructure Grant Award

Estimated City Funds	\$6,018.00
Federal Funds	\$66,482.00
Total Project Cost	\$72,500.00

Fiscal Implication

This project was not approved in the FY2015 budget as it was an unanticipated grant opportunity. As such a new project will need to be established to utilize the funds as outlined

in the JPA. Staff will bring forward a budget amendment, transferring monies required by grant, for the City match, using identified matching grant contingency monies from the City Manager's Intergovernmental division grants contingency funds. .

This grant will be tracked in the AFI Grant Database that can be reviewed on-line at https://grantrnavigator.afisystems.com/projects/public_access

Recommendation

That the Mayor and City Council approve Resolution No. 2015-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Surprise and the State of Arizona Department of Transportation, to accept and utilize the Transportation Alternative Non-Infrastructure funds – for the completion of a Safe Routes to School Action Plan

This agreement will not result in any budgetary impact to the City

ATTACHMENTS:

1. Intergovernmental Agreement
2. Resolution No. 2015-24

CITY OF SURPRISE
Budget Amendment Form

Prepared by:	Martin Lucero: Transportation Planning Manager
Approved by:	Eric Fitzer Community Development Director
Approved by:	
Approved by:	
Entered by:	

Date: 2/10/2015
Date: 2/10/2015
Date: _____
Date: _____
Date: _____

Period: _____
Year: _____
Batch ID: _____
Resolution No.: _____

Description: To establish a small project grant awarded to the City by the Arizona Department of Transportation, by transferring monies required by grant for City match and acceptance of grant award letter.

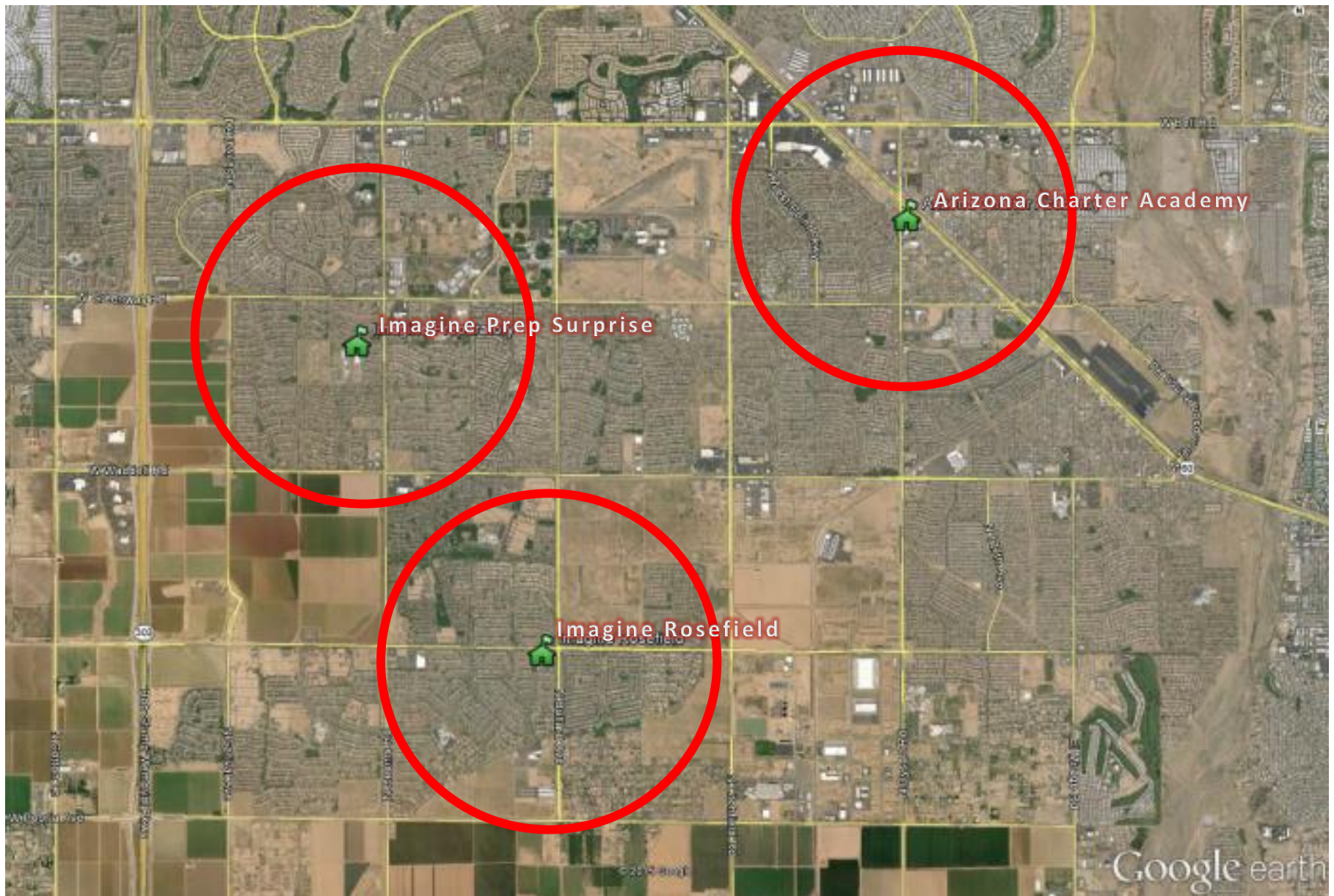
[illegible]

Description:

To establish a small project grant awarded to the City by the Arizona Department of Transportation, by transferring monies required by grant for City match and acceptance of grant award letter.

Fund or Org. Description	Acct. Descript.	Fund	Dept.	Division	Program	Object	Project	Inc/(Dec)	Backup
Totals								205,500	

This project was not approved in the FY2015 budget. This is a Safe Route to School Award related to the development and preparation of a Safe Routes to School Action Plan for three charter schools within the City of Surprise. Resolution #2015-XXX is requesting establishment of the project using identified matching grant contingency monies from the City Manager's Intergovernmental division grants contingency funds. This amendment does not increase or decrease the FY2015



RESOLUTION # 2015-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA FLOOD CONTROL DISTRICT FOR SMALL PROJECT ASSISTANCE GRANT FUNDS; AND AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING APPROPRIATIONS OF \$439,000 (\$40,000 FROM GENERAL FUND, CITY MANAGER'S CONTINGENCY BUDGET; \$10,000 FROM GENERAL FUND, PUBLIC WORKS' CONSULTING SERVICES BUDGET; \$250,000 FROM GRANTS FUND, GENERAL OPERATIONS' CONTINGENCY BUDGET AND \$139,000 FROM GENERAL FUND, GENERAL OPERATIONS' CONTINGENCY BUDGET) TO A NEW CAPITAL PROJECT IN THE GENERAL FUND AND GENERAL CAPITAL FUND FOR JERRY STREET AND RIMROCK DRAINAGE IMPROVEMENTS.

WHEREAS, the City continues to experience street and residential flooding at Jerry Street and Rimrock Street;

WHEREAS, the City wishes to improve the quality of life within the City for its residents based on Council strategic plan;

WHEREAS, the City applied for an Small Project Assistance grant with Maricopa County Flood Control in September of 2014;

WHEREAS, the City was notified on December 5, 2015 of award approval for construction up to \$250,000 for drainage improvement construction located at Jerry Street and Rimrock Street;

WHEREAS, the City is required to provide grant matching funds to leverage City funds;

WHEREAS, the FY2015 budget was adopted by Council Resolution #2014-53 on June 3, 2014;

WHEREAS, this action will necessitate a budget amendment; 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 Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The intergovernmental agreement with Maricopa Flood Control District for small project assistance grant funds is hereby approved and the City Manager is authorized to conduct all negotiations and execute and submit all documents and other necessary or desirable instruments associated with the agreement and to accept grant funding in the amount of \$250,000.

Section 2. The finance department is authorized to make the fund source budget adjustments described and estimated in Exhibit "A".

Section 3. That the statements and schedules attached as Exhibit A and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2014 through June 30, 2015.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2015-22
Exhibit A

The FY2015 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.

The fund changes are as follows

Fund, Department, Account or project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenses:			
General fund, City Manager, Intergovernmental Grants Contingency	\$ 70,000	\$ (40,000)	\$ 30,000
General fund, Engineering, Services	25,000	(10,000)	15,000
General fund, General Operations, Contingency	11,000,000	(139,000)	10,861,000
Grants fund, General Operations, Contingency	4,773,200	(250,000)	4,523,200
General fund, Engineering, Jerry Street and Rimrock Drainage Project (project number to be assigned)	-	189,000	189,000
General capital fund, Engineering, Jerry Street and Rimrock Drainage Project (project number to be assigned)	-	250,000	250,000
	<u>\$15,868,200</u>	<u>\$0</u>	<u>\$15,868,200</u>
Revenues:			
Grants fund, General Operations, Other grant revenue	\$5,250,000	(250,000)	\$5,000,000
General capital fund, Engineering, Jerry Street and Rimrock Drainage Project (project number to be assigned)	-	250,000	250,000
	<u>\$5,250,000</u>	<u>\$0</u>	<u>\$5,250,000</u>

The amendment reallocates appropriation of \$439,000 (\$40,000 from general fund, City Manager's Contingency budget; \$10,000 from Public Works' Services budget; \$250,000 from grants fund, General Operations' contingency budget and \$139,000 from general fund, general operations' contingency budget to establish new capital improvement project in the general fund (\$189,000) and general capital fund (\$250,000)for the Jerry Street and Rimrock drainage improvements.

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

Jerry Street & Rimrock Road Drainage Improvement Project

between the

City of Surprise

and the

Flood Control District of Maricopa County

IGA FCD 2014A029

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.

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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.

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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 2016, the CITY proposed the Jerry Street & Rimrock Road Drainage Improvement Project (the "PROJECT") to provide the following benefits:
 - 4.1 Reduce the flood hazard to Maricopa County Assessor's Parcel Number (APN) 501-78-078C, that has experienced historic flooding.
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5. The PROJECT scored 8th among 17 submittals for the Fiscal Year 2016 program, and has been recommended by DISTRICT staff.

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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.

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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, 2015 and June 30, 2016. This term 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 utility conflicts and utility relocations.
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- 8.1.4 Personnel and administrative costs incurred by either PROJECT PARTNER.
- 8.2 The PROJECT CONSTRUCTION COST is estimated to be \$450,000 but is subject to change without 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, 2015 and June 30, 2016, with the funding from the DISTRICT limited to a maximum of \$250,000 in accordance with the DISTRICT's Small Project Assistance Program. The DISTRICT's current estimated funding share is \$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. This term 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/TOWN shall:
 - 10.1 Fund the full PROJECT CONSTRUCTION COST not reimbursed by the DISTRICT, making the CITY's estimated PROJECT CONSTRUCTION COST share \$200,000; and CITY will fully fund all PROJECT costs for any work completed and invoiced before July 1, 2015 or after June 30, 2016. This term 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.
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- 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 Own the completed PROJECT and be responsible 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 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
 - 18.1 Shall 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).
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:

William D. Wiley, P.E. Date
Chief Engineer and General Manager

Approved and Accepted:

By: _____
Chairman, Board of Directors
Date

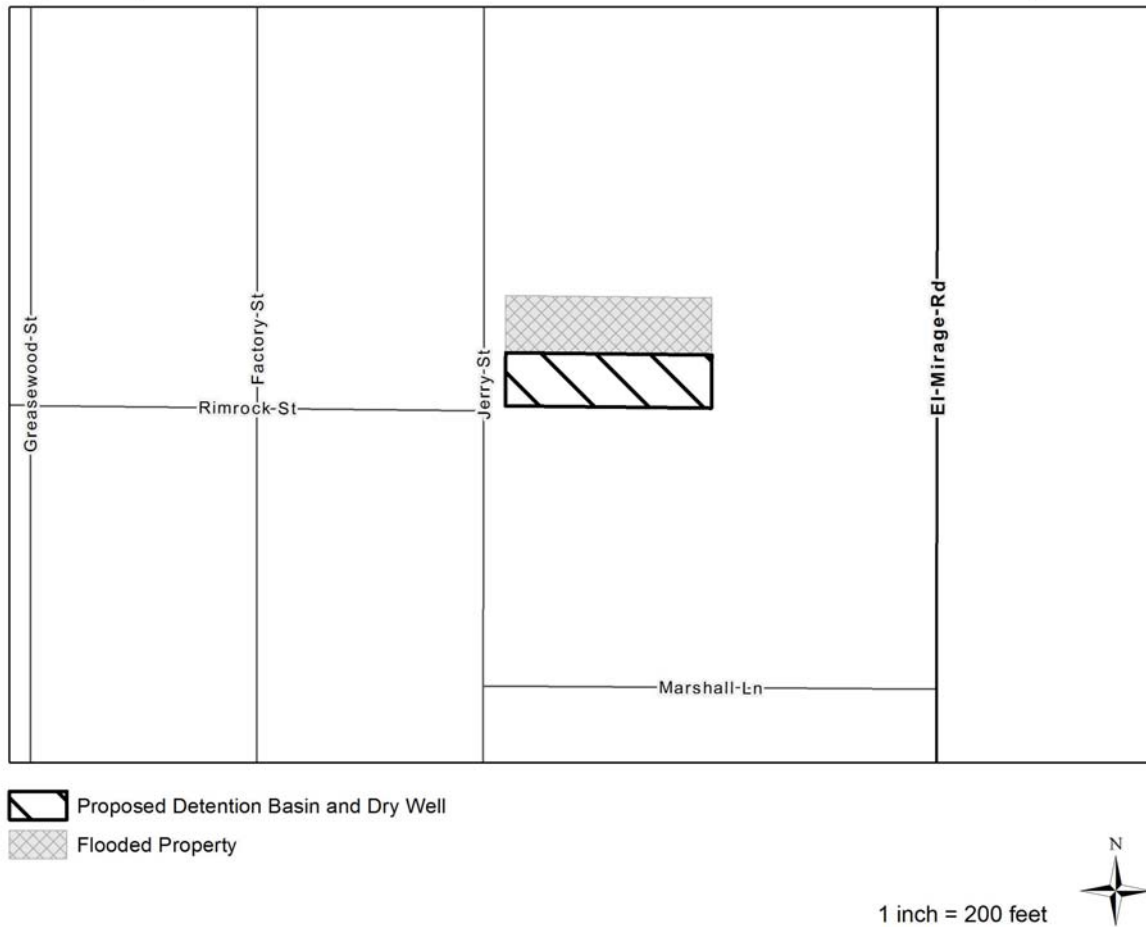
Attest:

By: _____
Clerk of the Board
Date

The foregoing Intergovernmental Agreement FCD 2014A029 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.

General Counsel Date

Exhibit A: Jerry Street & Rimrock Road Drainage Improvement Project





CITY OF SURPRISE
Regular City Council Meeting

March 3, 2015 @ 6:00:00 PM

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

Council Meeting Date:	March 3, 2015	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	4
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action amending the fiscal year 2015 budget to establish the Jerry Street and Rimrock drainage improvements capital project and entering into an Intergovernmental Agreement (IGA) with Maricopa Flood Control for small project assistance; Resolution 2015-22.

Motion:

I move to approve Resolution 2015-22.

Background:

The City of Surprise (COS) completed an Area Drainage Master Study (ADMS) of the Original Town Site in 2007. As part of the ADMS, locations where flooding concerns exist were identified and ranked. One of the locations identified in the study is at the intersection of Jerry Street and Rimrock. This location is a low point where storm water run-off accumulates with nowhere to go except to pond in the streets. As the water rises, local residences experience flooding. The completion of this project will help to eliminate/mitigate the flooding concerns of local residents.

In September of 2014 the city submitted an application with Maricopa County Flood Control District (MCFCD) to assist in funding the project construction costs. The City received notification of award for small project assistance in December 2014, based on the project ranking the city was able to obtain a 75% or \$250,000 match from MCFCD. An IGA with MCFCD has to be approved by the council in Feb/March 2015 for the construction to be completed in FY16 (June 2016).

The project will consist of purchasing or obtaining an easement associated with one property, constructing retention system within a dedicated drainage area. The retention system will consist of subsurface and drywells. The total project cost is estimated to be \$439,000 which includes \$50,000 for land or easement acquisition, \$55,000 for design, and \$334,000 for construction and management.

Financial Impact Statement:

The Jerry Street and Rimrock drainage improvements project is a non-growth, stormwater/roadway flooding project that was not programmed in the FY2015 capital improvement budget. Approval of

Resolution 2015-22 will establish a budget of \$439,000 in the general fund (\$189,000) and general capital fund (\$250,000) by transferring appropriation as follows; \$40,000 from the general fund, City Manager's contingency budget; \$10,000 from the general fund, Public Works' services budget; \$139,000 from the general fund, general operations' contingency budget and \$250,000 from the grants fund, General Operations' contingency budget. The resolution would also allow for the acceptance of \$250,000 from Maricopa Flood Control.

ATTACHMENTS:

Click to download

- ☐ [Presentation](#)
 - ☐ [Resolution 2015-22 will all attachments](#)
-

External Attachment Links:

Meeting Requirements:

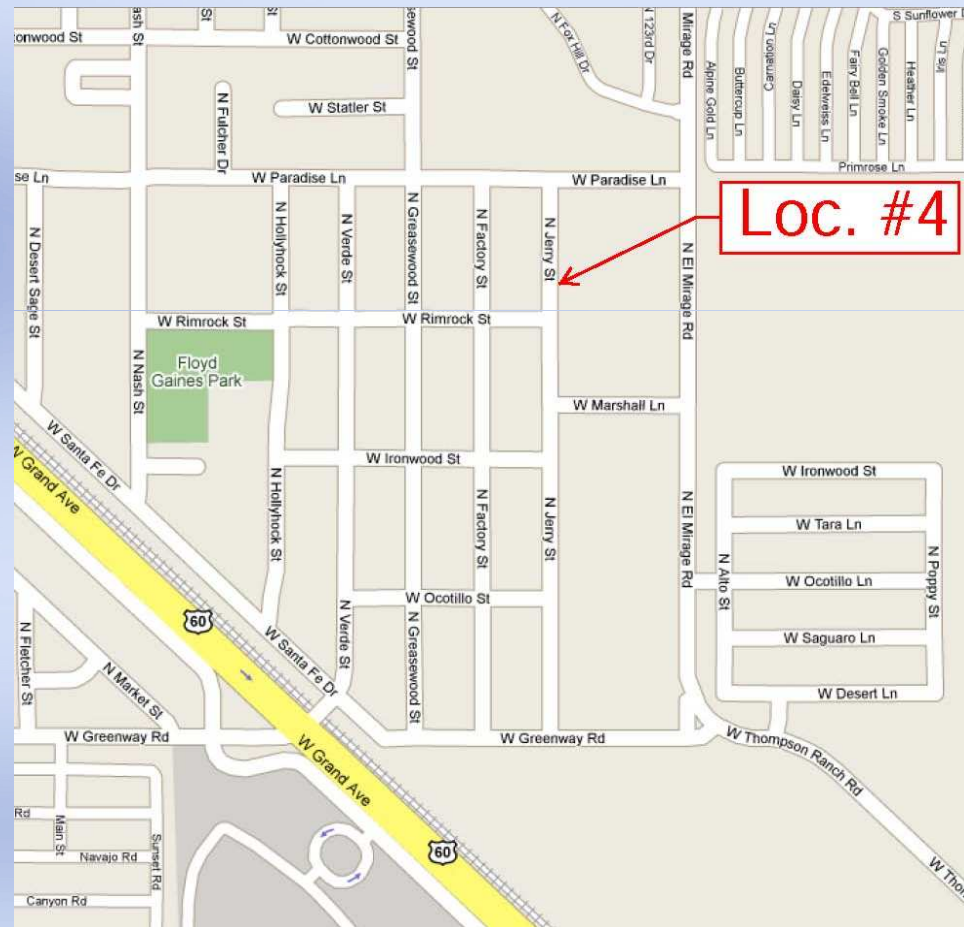
Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):

JERRY STREET DRAINAGE AT RIMROCK Flood Control Grant

March 3, 2015
Public Works Department





Jerry Street - Rimrock Street



Jerry Street - Rimrock Street



Jerry Street - Rimrock Street



Jerry Street - Rimrock Street



Jerry Street - Rimrock Street



- Historical roadway flooding on Jerry and Rimrock streets.
- Historic flooding to properties on Jerry Street.
- Construct surface and sub-surface retention.
- Cost = \$439,000 (Land acquisition (\$50,000, design \$55,000, and construction \$334,000).
- Maricopa County Flood Control District small project assistance grant for up to \$250,000 of construction costs.

RESOLUTION # 2015-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA FLOOD CONTROL DISTRICT FOR SMALL PROJECT ASSISTANCE GRANT FUNDS; AND AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING APPROPRIATIONS OF \$439,000 (\$40,000 FROM GENERAL FUND, CITY MANAGER'S CONTINGENCY BUDGET; \$10,000 FROM GENERAL FUND, PUBLIC WORKS' CONSULTING SERVICES BUDGET; \$250,000 FROM GRANTS FUND, GENERAL OPERATIONS' CONTINGENCY BUDGET AND \$139,000 FROM GENERAL FUND, GENERAL OPERATIONS' CONTINGENCY BUDGET) TO A NEW CAPITAL PROJECT IN THE GENERAL FUND AND GENERAL CAPITAL FUND FOR JERRY STREET AND RIMROCK DRAINAGE IMPROVEMENTS.

WHEREAS, the City continues to experience street and residential flooding at Jerry Street and Rimrock Street;

WHEREAS, the City wishes to improve the quality of life within the City for its residents based on Council strategic plan;

WHEREAS, the City applied for an Small Project Assistance grant with Maricopa County Flood Control in September of 2014;

WHEREAS, the City was notified on December 5, 2015 of award approval for construction up to \$250,000 for drainage improvement construction located at Jerry Street and Rimrock Street;

WHEREAS, the City is required to provide grant matching funds to leverage City funds;

WHEREAS, the FY2015 budget was adopted by Council Resolution #2014-53 on June 3, 2014;

WHEREAS, this action will necessitate a budget amendment; 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 Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The intergovernmental agreement with Maricopa Flood Control District for small project assistance grant funds is hereby approved and the City Manager is authorized to conduct all negotiations and execute and submit all documents and other necessary or desirable instruments associated with the agreement and to accept grant funding in the amount of \$250,000.

Section 2. The finance department is authorized to make the fund source budget adjustments described and estimated in Exhibit "A".

Section 3. That the statements and schedules attached as Exhibit A and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2014 through June 30, 2015.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2015-22
Exhibit A

The FY2015 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.

The fund changes are as follows

Fund, Department, Account or project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenses:			
General fund, City Manager, Intergovernmental Grants Contingency	\$ 70,000	\$ (40,000)	\$ 30,000
General fund, Engineering, Services	25,000	(10,000)	15,000
General fund, General Operations, Contingency	11,000,000	(139,000)	10,861,000
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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 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
 - 18.1 Shall 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).
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:

William D. Wiley, 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 2014A029 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.

General Counsel Date

Exhibit A: Jerry Street & Rimrock Road Drainage Improvement Project

