

SEVEN RANCHES DOMESTIC WATER IMPROVEMENT DISTRICT
45755 W Edison Road suite 100, Maricopa, AZ 85139
7RanchesDWID@maricopa-az.gov
Public Hearing
June 15, 2022

Notice is hereby given to the public that the Seven Ranches Domestic Water Improvement District is holding a PUBLIC HEARING on June 15, 2022 at 3:00 p.m. at 45755 W. Edison Road Suite 100, Maricopa, AZ. A Regular meeting will immediately follow the Public Hearing. Public opinion & input is welcome via mail and email also.

PURPOSE OF THE PUBLIC HEARING: To discuss Proposed Tentative Budget for Fiscal year 2023.

I. Agenda

- A. Call to Order
- B. Roll Call

II. Business

- 1. Call to the Public

III. Adjournment

REGULAR MEETING AGENDA

June 15, 2022

PURSUANT TO A.R.S. 38-431

Notice is hereby given to the public that the Seven Ranches Domestic Water Improvement District governing board will hold a Board of Directors Meeting on **June 15, 2022 at 3:00 p.m.** The meeting will be held at **45755 W. Edison Road suite 100, Maricopa, AZ**

I. Agenda

- A. Call to Order
- B. Roll Call
- C. Call to Public

The Committee requests that you express your ideas in two minutes or less. Please refrain from personal attacks or derogatory statements of persons in attendance or those not in attendance. The Board Chair will limit the discussion as he/she deems such an action is appropriate. Individual members of this board may respond to criticisms made by those who have addressed the board and may request the Board and/or its staff to review a matter, or ask for the matter to be put on a future agenda.

II. Business before the Board

- 1. Meeting Minutes - Discuss/Approve/Deny: Meeting minutes
- 2. Financial Report: Christopher Evripidou, Senior Accountant.
- 3. Field Operations Report: Keith Loomis, Deputy Director of Public Services.

Seven Ranches Domestic Water Improvement District Tentative Budget 2022-2023

Ordinary Revenue	FY23 Budget
Water Revenue & Sales Tax	36,000
Arsenic Media Surcharge	1,800
Tax Levy	36,699
Service Fees	300
Commercial Hook-up fees	50,000
Plan & Review/ New Install Fees	11,000
Interest Income	1,000
Revenue Subtotal	\$ 136,799.00
Capital	
Carryover/ Ordinary Revenue	240,000
Carryover/ Debt Rsrv income	27,500
Capital Funds Subtotal	\$ 267,500.00
Total Revenue	\$ 404,299.00
Expenses	
Maintenance & Operating Expenses	
Water Purchase Costs	35,000
Engineer/Plan Review Costs	1,000
Software	2,200
Field Supplies & Misc.	16,000
Insurance	4,000
CPA/Audit Svcs	1,500
Legal Svcs & Taxes/Fees	1,000
Utilities	2,000
Water Testing	4,000
Field Professionals	11,000
Emergency/Reserve Funds	10,000
Total Maintenance & Operating Expenses	\$ 87,700.00
Capital Improvements/Debt Service	
USDA Loan/Debt Service	12,758
Capital Improvements	160,000
Total Capital Improvements/Debt Service	\$ 172,758.00
Total Budget	\$ 260,458.00
Estimate Revenue Carry Over	143,841
Property Tax Rate Allocation	1,9876
LPV Assessed Valuation	1,861,515
Total	36,999

Seven Ranches DWID Board of Directors approved the Tentative Budget during the 5/18/2022 Regular Meeting. **NOTICE OF PUBLIC HEARING:** A public hearing will be held on **June 15, 2022 at 3:00 p.m. at 45755 W. Edison Road., Suite 100, Maricopa, AZ** to discuss the Tentative Budget. A regular meeting will immediately follow the Public Hearing to take action on approval of the Final 2022-2023 budget.

**BULK WATER SERVICES AGREEMENT BETWEEN
GLOBAL WATER – SANTA CRUZ WATER COMPANY, INC. AND
THE CITY OF MARICOPA**

THIS BULK WATER SERVICES AGREEMENT ("Agreement") is made as of _____, 2022, between GLOBAL WATER – SANTA CRUZ WATER COMPANY, INC., an Arizona corporation, ("GW-Santa Cruz") and the CITY OF MARICOPA, ARIZONA ("City"), each referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, City and Seven Ranches Domestic Water Improvement District ("District") have entered into an intergovernmental agreement whereby City is delegated the operation and management of District and District's domestic water utility for residents within its boundaries ("District System"); and

WHEREAS, City is authorized to enter into agreements for the purchase of goods and services to be used for the District System; and

WHEREAS, City desires to enter into a bulk water services agreement that will allow City to purchase bulk water for the District System; and

WHEREAS, GW-Santa Cruz holds a Certificate of Convenience and Necessity for water service from the Arizona Corporation Commission (the "Commission") for the land located within the District and is willing to supply bulk water service to the District System; and

WHEREAS, City will be responsible for the District System up to a point of connection to the GW-Santa Cruz water system; and

WHEREAS, the Parties agree that it is efficient and effective to have GW-Santa Cruz supply water service to the District System on a bulk basis in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, it is mutually covenanted and agreed between the Parties as follows:

1. Construction of Water Delivery Infrastructure and Facilities.

(a) GW-Santa Cruz Facilities. GW-Santa Cruz will construct the necessary water delivery infrastructure and facilities (the "GW-Santa Cruz Facilities") to provide bulk water service to the District System upon request of City. The GW-Santa Cruz Facilities will include piping necessary to connect the GW-Santa Cruz water main to a fill line for the District System, including meter installation. The water meter will be used to measure the amount of water delivered to the District System. The GW-Santa Cruz Facilities will serve as the point of delivery to, and receipt of the water service by the District System, it shall be located at the nearest practical, suitable point for water delivery to the District System. This water delivery point will be known in this Agreement as the "Point of Connection." GW-Santa Cruz will be responsible for the cost of installation, operation, maintenance, and repair of the GW-Santa Cruz Facilities up to the Point of Connection. GW-Santa Cruz will have no further obligation to construct any additional infrastructure or facilities of any type

6. Indemnification.

(a) Subject to the limitation of liability provisions in GW-Santa Cruz's approved tariffs, GW-Santa Cruz agrees to indemnify, defend and hold harmless any other Party to this Agreement, its mayor, councilmembers, officers, agents, and employees for, from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or caused by its breach of this Agreement.

(b) City agrees to indemnify, defend and hold harmless GW-Santa Cruz and its officers, agents, and employees for, from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees court costs and the cost of appellate proceedings) relating to, arising out of, or caused by its breach of this Agreement.

7. Term and Termination.

(a) Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect for a period of two years, unless until terminated pursuant to Paragraph 7(b) or 7(c) below. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless terminated pursuant to Paragraph 7(b) or 7(c) below. All rights and obligations of the Parties hereunder which would otherwise accrue after the date of termination of this Agreement shall terminate as of the date of termination of this Agreement notwithstanding requirements to report by ADWR pursuant to Paragraph 2(a).

(b) Termination by GW-Santa Cruz. If GW-Santa Cruz determines, based on its good-faith estimation and in its sole discretion, that it will no longer be able to supply bulk water service to the District System because of commitments to other customers, GW-Santa Cruz may elect, by providing no less than twelve (12) months prior written notice to the City, to terminate its obligations under this Agreement.

(c) Termination by City. City shall have the right to terminate this Agreement, in its sole discretion, upon six months written notice to GW-Santa Cruz.

8. Wastewater Collection, Treatment, Disposal, Recharge and/or Reuse. City acknowledges that District is not a wastewater utility service provider; that the land within the District is located within the authorized service area for Global Water – Palo Verde Utilities Company, Inc. ("GW-Palo Verde"), a wastewater utility provider; and that GW-Palo Verde may provide wastewater utility service within the District.

9. Severability. If any provision of this Agreement is declared void or unenforceable (or is construed as requiring any Party to do any act in violation of any constitutional provision, law, regulation, rule or municipal code or ordinance), in whole or in part, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided, however, that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement provides essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

19. Counterparts. This Agreement may be executed by the signing in counterparts of this instrument. The execution by all of the Parties hereto by each signing a counterpart of this instrument shall constitute valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.

20. Inurement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their successors and assigns.

21. Paragraph Headings. Paragraph headings used herein are for convenience only and are not part of this Agreement and shall not be deemed to limit or alter any provision hereof and shall not be deemed relevant in construing this Agreement.

22. Notice. All notices, claims, requests and demands under this Agreement are to be in writing and served either in person, via certified (return receipt requested) United States mail, postage prepaid, or by facsimile, addressed as follows:

If to City:

The City of Maricopa, an Arizona municipal corporation
Attn: _____
39700 West Civic Center Plaza
Maricopa, AZ 85138
[Insert email address]

If to GW-Santa Cruz: Global Water – Santa Cruz Water Company, LLC

The current Arizona Statutory Agent of record
for Global Water – Santa Cruz Water Company, LLC
on file with the Arizona Corporation Commission
Available at <https://ecorp.azcc.gov/EntitySearch/Index>

No notice to a Party shall be effective unless and until a copy of such notice is given to, or as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that Party. The above-described recipients of notices may change their address for notice purposes by giving the other Parties notice of such change; provided, however, that no such change in notice shall be effective for a period of ten (10) days following such notice of such change. Any notice to be given by any Party hereto may be given by legal counsel for such Party.

23. Defaults. Failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from any other Party ("Cure Period"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within said thirty (30) day period and diligently proceeds to continuously complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date and year first set forth above.

CITY

THE CITY OF MARICOPA, an Arizona
municipal corporation

By: _____
Name

Its: _____
Title

Date:

GW – SANTA CRUZ.

**Global Water – Santa Cruz Water Company,
Inc.**, an Arizona corporation

By: _____
Ron Fleming

Its: President
Title

Date:

SERVICES AGREEMENT

THIS AGREEMENT is made as of _____, 2022, between the Seven Ranches Domestic Water Improvement District, an Arizona special taxing district (the "District") and Global Water – Santa Cruz Water Company, Inc., an Arizona corporation ("Global") (hereinafter referred to individually as "Party" or collectively as "Parties") to provide water service to certain properties within the District.

WHEREAS, the District was formed to own and operate a domestic water utility for residents within its boundaries; and

WHEREAS, the District does not have sufficient water supply or distribution infrastructure necessary to provide domestic or fire suppression water utilities for the development of certain properties within the District; and

WHEREAS, the District desires to delegate responsibility to provide domestic and fire suppression water utility services to certain properties within the District to Global on the terms and conditions set forth herein; and

WHEREAS, the properties to be serviced by Global are currently vacant without any existing District customers; and

WHEREAS, Global is willing to provide domestic and fire suppression water utility services to certain properties within the District on the terms and conditions set forth herein.

NOW, THEREFORE, District agrees to delegate and does hereby delegate to Global and Global agrees to provide the necessary domestic and fire suppression water utility services to certain properties within the District according to the terms and conditions and for the consideration hereinafter set forth:

1. WATER SERVICE: Global agrees to provide all requested domestic and fire suppression water utilities services ("Services") to the properties within the District which are generally depicted and described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property"). District shall cooperate with Global by providing reasonably requested information related to the Services. Global agrees to maintain any necessary licenses or certifications and comply with any applicable laws and regulations while providing the Services set forth herein. Unless otherwise agreed to by the District, all other property within the District will continue to be served by the District.

2. COMPENSATION AND BILLING: In accordance with the terms and conditions of this Agreement, Global shall be compensated from the Property owners based on Global's standard rates and fees for the Services provided. The current standard rates and fees, which may be amended from time to time by Global, are attached hereto as Exhibit B. Global shall be solely responsible for any billing and collection processes and expenses related to providing the Services. The District shall not be obligated to compensate Global for providing these Services to

arise out of, or is in any way connected with the performance of work under this Agreement by Global, or any of Global's employees, agents or subcontractors, and from all claims by Global's employees, subcontractors and agents for compensation for services rendered to Global in the performance of this Agreement, notwithstanding that District may have benefited from their services. This indemnification provision shall apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Global or Global's employees, subcontractors or agents. This section shall survive the expiration or early termination of the Agreement.

9. WAIVER OF TERMS AND CONDITIONS: The failure of District or Global to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

10. INDEPENDENT CONTRACTOR: Global shall at all times during Global's performance of the services retain Global's status as independent contractor. Global's employees shall under no circumstances be considered or held to be employees or agents of District, and District shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Global.

11. ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by District and Global. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, District and Global shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between District and Global. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

12. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

Agreement at the sole discretion of District. District retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Immigration Warranty. Global agrees to assist District in regard to any such inspections. District may, at its sole discretion, conduct random verification of the employment records of Global and any of subcontractors to ensure compliance with Immigration Warranty. Global agrees to assist District in regard to any random verification(s) performed.

Neither Global nor any subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract Global enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

GLOBAL:

Global Water – Santa Cruz Water Company, Inc., an
Arizona corporation

By: _____
Its: _____

DISTRICT:

Seven Ranches Domestic Water Improvement District

Thomas Chapa, Chairman

Seven Ranches DWID - GWR Authorized Service Parcels



- GWR Authorized Service
- GWR Service Area
- County Tax Parcels



Information shown on this map is for general reference and should be verified using recorded documents. It should not be used to replace a title survey.
5/16/2022
17' x 11'

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