



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, March 6, 2023

Immediately following the Work Session that begins at 5:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Brannon Hampton

Councilmember
Vicki Gillis

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Please complete a speaker card and submit it to the City Clerk prior to the meeting being convened, if possible. Each speaker is limited to three (3) minutes. Once the City Clerk has called your name, step up to the lectern and begin by clearly stating your name for the record and whether you are a Goodyear resident.

NON-AGENDA ITEMS

Members of the public may address the City Council regarding any non-agenda item within the jurisdiction of the City Council. The City Council will listen to comments and may take any of the following actions:

- Respond to criticism.
- Request that staff investigate and report on the matter.
- Request that the matter be scheduled on a future agenda.

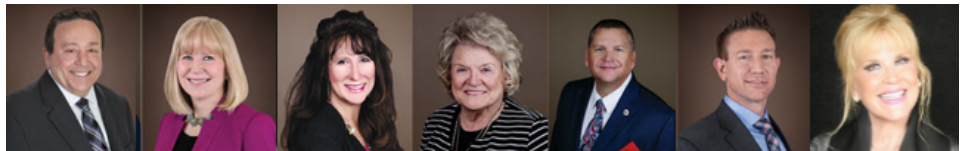
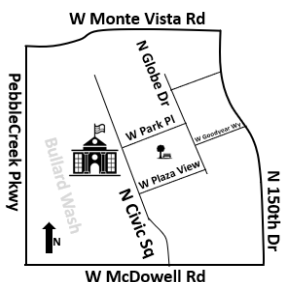
AGENDA ITEMS

Members of the public may address the City Council regarding any item on the Consent, Public Hearing and/or Business portions of the agenda. Each speaker's name will be called in turn once the item has been reached and after City staff have completed their presentation.

PROCEDURES

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters.

Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No.2018-1879



City Clerk's Office: 1900 N. Civic Square, Goodyear, AZ 85395 (623) 882-7830

www.goodyearaz.gov/cityclerk

City Council Meeting Live Broadcast: <https://www.facebook.com/goodyearazgov/videos>

Immediately following the Work Session that begins at 5:00 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON

APPOINTMENTS

**1. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES
RECOMMENDATION**

Approve the appointments and re-appointments to the Boards, Commissions and Committees. (Darcie McCracken, City Clerk)

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

**2. APPROVAL OF MINUTES
Recommendation**

Approve the draft minutes from the Regular Meeting held on February 27, 2023. (Darcie McCracken, City Clerk)

**3. CREATION OF CIP PROJECT #60112 GOODYEAR WRF MASTER PLAN,
AUTHORIZE RELATED BUDGET AMENDMENTS AND EXPENDITURES
RECOMMENDATION**

Approve the creation of CIP project #60112 Goodyear Water Reclamation Facility (WRF) Master Plan and related budget amendment of \$800,000 and authorize expenditure of funds up to \$695,000. (Barbara Chappell, Water Services Director; Lisa Melton, Senior Project Manager).

**4. RIO INTERGOVERNMENTAL AGREEMENT (IGA) WITH RIO REIMAGINED
COALITION
RECOMMENDATION**

Authorize the Mayor or designee to enter into an IGA with the Rio Reimagined coalition to move forward with a RIO Ambassador to the UWFP. (Ginna Carico, Government Relations Manager; Christian M. Williams, Principal Planner; Cecilia Riviere, Assistant Director Arizona State University)

5. **FINAL PLAT FOR CAMELBACK CENTER AT PV303
RECOMMENDATION**

Approve the Final Plat for Camelback Center at PV303. (Marty Crossland, Interim Deputy Director of Development Engineering)

6. **APPROVE EXPENDITURE OF FUNDS FOR CONSTRUCTION OF FOUR FY2023
CIP PROJECTS
RECOMMENDATION**

Approve expenditures in the amount of \$615,000 to complete four FY2023 CIP Construction Projects - #42054, #42055, #42057, and #42059. (Hugh Bigalk, P.E., City Traffic Engineer)

7. **THIRD AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT
AGREEMENT FOR PROJECT 10-11
RECOMMENDATION**

ADOPT RESOLUTION NO. 2023-2295 APPROVING THE THIRD AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (Sarah Chilton, Deputy City Attorney)

8. **APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY
RECOMMENDATION**

Approve budget amendments & related expenditure authority. (Doug Sandstrom, Finance Director)

BUSINESS

9. **PROPOSALS TO GILA RIVER INDIAN COMMUNITY FOR ARIZONA REVISED
STATUTE 5-601-02 12 PERCENT GAMING DISTRIBUTION FUNDS
RECOMMENDATION**

1. ADOPT RESOLUTION NO 2023-2293, AUTHORIZING THE SUBMISSION OF TWO PUBLIC SAFETY APPLICATIONS FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED).

2. ADOPT RESOLUTION NO 2023-2294, SUPPORTING THE SUBMISSION OF A TRANSPORTATION APPLICATION BY THE SOUTHWEST VALLEY FAMILY YMCA TO THE GILA RIVER INDIAN COMMUNITY FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS AS A PASS-THROUGH GRANT. (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

10. **FY2023 PAVEMENT MANAGEMENT PROJECTS
RECOMMENDATION**

Approve expenditures up to \$3,678,789 for FY2023 pavement management projects. (Hugh Bigalk, P.E., City Traffic Engineer; Brian Harvel, Streets Superintendent)

INFORMATION ITEMS

Comments, commendations, report on current events and presentations by Mayor, Councilmembers, staff or members of the public. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. § 38-431.02.

- Reports from the Mayor and City Council
This may include current events and activities as well as requests for information or future agenda items.
- Report from the City Manager
This may include updates from events, staff summary, update of legislative issues, clarification on items being requested by City Council and Manager's update on Council Related Matters.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

March 20, 2023

Council Meeting

5:00 p.m.

ADJOURNMENT

THE CITY OF GOODYEAR ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (623) 882-7830 or Arizona Relay (TDD) 7-1-1 to request an accommodation to participate in this public meeting.

For Non-English assistance please contact the City Clerk at (623) 882-7830.

Si necesita asistencia o traducción en español, favor de llamar al menos 48 horas antes de la reunión al (623) 882-7830.

POSTING VERIFICATION

This agenda was posted on 03/01/2023 at 5:00 p.m. by PP.

ITEM #: 1.
DATE: 03/06/2023
AI #:1364



CITY COUNCIL ACTION REPORT

SUBJECT: APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Approve the recommendations of the Council Subcommittee: Boards, Commissions and Committees.

RECOMMENDATION

Approve the appointments and re-appointments to the Boards, Commissions and Committees.
(Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no direct budget impact associated with these appointments.

BACKGROUND AND PREVIOUS ACTIONS

The City Council Subcommittee: Boards, Commissions and Committees met on February 28, 2023. After review of the applications, the Subcommittee recommends the following appointments and re-appointments:

Self-Insured Healthcare Trust Board Re-Appointments

Name	Start	Expires
Michael Balsan	March 7, 2023	March 6, 2026
Jennifer Preyer-Bonton	March 7, 2023	March 6, 2026

Public Improvement Corporation

Name	Start	Expires
Peter Diliberti	March 7, 2023	March 6, 2026
Brian Murphy	March 7, 2023	March 6, 2026

Parks and Recreation Advisory Commission Alternate Appointment

Name	Start	Expires
Brian Murphy	March 7, 2023	March 6, 2027

Parks and Recreation Advisory Commission Re-Appointments

Name	Start	Expires
Kiesha Beard	March 7, 2023	March 6, 2027
John Cox	March 7, 2023	March 6, 2027

ITEM #: 2.
DATE: 03/06/2023
AI #:1166



APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meeting held on February 27, 2023. (Darcie McCracken, City Clerk)

Attachments

February 27, 2023 Draft Regular Meeting Minutes

City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395



Monday, February 27, 2023

5:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the meeting to order at 5:00 p.m.

ROLL CALL

Present: Mayor Joe Pizzillo; Vice Mayor Laura Kaino; Councilmember Sheri Lauritano; Councilmember Wally Campbell; Councilmember Bill Stipp; Councilmember Brannon Hampton; Councilmember Vicki Gillis

Staff City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Darcie
Present: McCracken

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Mike Goodwin, staff member of Campbell Snacks, spoke about the need to activate the streetlight at Bullard Avenue.

Goodyear resident Jennifer Barber commended the City for prioritizing the second fire station in Estrella, spoke about her opposition to three legislative proposals, and asked for environmental impacts to be added to Council reports.

CONSENT

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to APPROVE Consent Agenda items 1 through 5. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

1. **APPROVAL OF MINUTES**

RECOMMENDATION

Approve the draft minutes from the February 6, 2023 Regular Meeting. (Darcie McCracken, City Clerk)

2. **CITY COUNCIL SUBCOMMITTEE APPOINTMENTS**

RECOMMENDATION

Recognize the City Council subcommittee appointments for 2023. (Rosalva Zimmerman, Assistant to the Mayor)

3. **APPROVE EXPENDITURE UP TO \$584,200 FOR THE PURCHASE AND INSTALLATION OF AN AERATION BLOWER AT THE GOODYEAR WATER RECLAMATION FACILITY**

RECOMMENDATION

Approve expenditure of funds up to \$584,200 to purchase and install an aeration blower at the Goodyear Water Reclamation Facility. (Todd Carpenter, Process Operations Manager; Stephen Scinto, Interim Deputy Public Works Director)

4. **FINAL PLAT FOR CITRUS PARK PHASE 2B**

RECOMMENDATION

Approve the Final Plat of Citrus Park Phase 2B subdividing approximately 43 acres generally located near the southwest corner of Lower Buckeye Road and Citrus Road into 155 lots and 44 tracts (the "Platted Property"). (Marty Crossland, Interim Deputy Director of Development Engineering)

5. **AUTHORIZATION OF EXPENDITURE OF DESIGN FUNDS FOR APPROVED FY2023 CIP PROJECT #42026 - ESTRELLA PARKWAY AND BRIDGE PROJECT**

RECOMMENDATION

Authorize the expenditure of design funds for Construction Manager At Risk (CMAR) Pre-construction services on the Estrella Parkway and Bridge project not to exceed \$562,600. (Hugh Bigalk, City Traffic Engineering; Troy Scott, Senior Project Manager Engineering)

PUBLIC HEARINGS

6. **REZONE APPROXIMATELY 152 ACRES LOCATED WEST OF BULLARD AVENUE ALONG MCDOWELL ROAD TO PLANNED AREA DEVELOPMENT (PAD) DISTRICT BY ADOPTING GSQ REGIONAL CENTER PLANNED AREA DEVELOPMENT (PAD)**

Mayor Pizzillo opened the public hearing at 5:11 p.m.

Principal Planner Christian Williams presented information on the request to rezone 152 acres for Goodyear Square (GSQ) Regional Center PAD. He provided information on the property location, neighborhood, and current zoning designations and the request to rezone to a mix of uses, commercial and multifamily. He outlined several changes requested to be included in Table 5.

RG Land Partners, LLC representative Ed Bull thanked the Council and staff for the positive collaboration and offered to answer any questions.

There being no additional speakers, Mayor Pizzillo closed the public hearing at 5:28 p.m.

Council expressed excitement for the overall project and inquired about the car wash distance from arterial streets, the number of drive thru's permitted, and the height of buildings permitted in Area A. Mr. Williams responded the car wash distance was 200 to 250 feet, there is a limitation of 2 stand-alone drive thru's and the maximum height permitted is 60 feet.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Wally Campbell to ADOPT RESOLUTION NO. 2023-2278, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE NO. 2023-1561 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – GSQ REGIONAL CENTER. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Wally Campbell to ADOPT WITH NOTED CHANGES ORDINANCE NO. 2023-1561, CONDITIONALLY REZONING APPROXIMATELY 152 ACRES OF PROPERTY LOCATED WEST OF BULLARD AVENUE ALONG MCDOWELL ROAD TO BE KNOWN AS GSQ REGIONAL CENTER; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

BUSINESS

7. APPROVE FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH RG LAND PARTNERS, LLC

City Attorney Roric Massey presented the elements of the proposed agreement.

Council requested clarification regarding the reimbursement process and the timeline for completion of Goodyear Way. Mr. Massey responded with the details of the fifty percent reimbursement agreement on commercial development and the April 2025 deadline for roadway completion.

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Sheri Lauritano to APPROVE and authorize the City Manager to execute the 5th Amendment to Development Agreement with RG Land Partners, LLC. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

8. APPROVE EXPENDITURE UP TO \$6,154,200 FOR PROJECT #30008 RENOVATION OF FIRE STATION 183

Senior Project Manager Mario Saldamondo in conjunction with Deputy Fire Chief Ed Pahl presented information on the renovation of Fire Station 183 which was built in 1998.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Wally Campbell to APPROVE an expenditure up to \$6,154,200 for the renovation of Fire Station 183. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

INFORMATION ITEMS

Mayor Pizzillo shared information regarding a successful Mayor's Dinner that the Governor also attended and the successful testimony regarding the funding request for Estrella Bridge.

City Manager Wynette Reed provided information about opening day and weekend for spring training at Goodyear Ballpark. The City hosted Theater in the Park at Goodyear Civic Square on Saturday. She noted over 400 hundred people in attendance with multiple food trucks and activities offered free of charge.

Councilmember Gillis expressed gratitude to Mayor Pizzillo and other mayors who attended and testified regarding senate bills that negatively impact local governmental funds.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

March 6, 2023	Work Session	5:00 p.m.
March 6, 2023	Regular Meeting	Immediately following the Work Session

EXECUTIVE SESSION

A VOTE MAY BE HELD TO CALL AN EXECUTIVE SESSION FOR THE FOLLOWING:

9. Pursuant to A.R.S. §38-431.03(A) (3) (4): Discussion and consultation with the City Attorney for legal advice to consider its position and instruct its attorneys regarding the City's position regarding contracts that are the subject of negotiations related to a development agreement with Globe Corp. related to a parking agreement/structure for the GSQ 2 project.

and,

10. Pursuant to A.R.S. § 38-431.03 (A)(3)(4) & (5): Discussion and consultation for legal advice with the City Attorney and City Manager and to consider its position and instruct its representatives regarding contracts subject to negotiation, and to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary structures or compensation paid in the form of fringe benefits of employees of the public body regarding the Meet and Confer/Discuss process with the Fire and Police labor representatives.

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Bill Stipp to CONVENE an Executive Session. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

Council moved into Executive Session at 6:01 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 6:56 p.m.

RECONVENING OF REGULAR MEETING

Mayor Pizzillo reconvened the Regular Meeting at 6:56 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:56 p.m.

Darcie McCracken, City Clerk

Joe Pizzillo, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on February 27, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2023.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 3.
DATE: 03/06/2023
AI #:1282



CITY COUNCIL ACTION REPORT

**SUBJECT: CREATION OF CIP PROJECT #60112 GOODYEAR WRF
MASTER PLAN, AUTHORIZE RELATED BUDGET
AMENDMENTS AND EXPENDITURES**

STAFF PRESENTER(S): Barbara Chappell, Water Services Director; Lisa Melton, Senior Project Manager

SUMMARY

Creation of Capital Improvement Program (CIP) project #60112 Goodyear Water Reclamation Facility (WRF) Master Plan and authorize related budget amendments and expenditures.

RECOMMENDATION

Approve the creation of CIP project #60112 Goodyear Water Reclamation Facility (WRF) Master Plan and related budget amendment of \$800,000 and authorize expenditure of funds up to \$695,000. (Barbara Chappell, Water Services Director; Lisa Melton, Senior Project Manager).

FISCAL IMPACT

The proposed budget for the Goodyear WRF Master Plan project is \$800,000. This will provide funding for the study and development of the basis of design for the full project build out which is currently planned for FY2027 of the CIP. Funding for this project is available in the North Wastewater Development Impact Fee Fund. Recommendations from this study will be incorporated into the appropriate years of the CIP.

BACKGROUND AND PREVIOUS ACTIONS

The expansion of the Goodyear WRF was identified in the 2016 Integrated Water Master Plan and is currently included in FY2027 of the CIP based on anticipated growth. A master plan study is recommended to determine the desired technology, facility layout that would support future expansion(s), buildout capacity, phasing and cost of an expansion. Based on the study, future funding for design and construction will be included in the appropriate years of the CIP to be developed for the FY2025 budget cycle.

STAFF ANALYSIS

Growth and city commitments to service the Goodyear WRF require the city to begin planning for the next facility expansion. The Master Plan will determine the timing and scope for the next phase of expansion. As a part of this project, the design team will account for the upcoming reduction of brine flows in FY2025 and the potential for growth.

Upon approval, the master plan study will begin immediately with an anticipated completion date in the second quarter of FY2024. The results will be utilized in the development of the FY2025 budget and capital improvement plan. Design and construction will follow.

ITEM #: 4.
DATE: 03/06/2023
AI #:1285



CITY COUNCIL ACTION REPORT

SUBJECT: RIO INTERGOVERNMENTAL AGREEMENT (IGA) WITH RIO REIMAGINED COALITION

STAFF PRESENTER(S): Ginna Carico, Government Relations Manager;
Christian M. Williams, Principal Planner

OTHER PRESENTER(S):

Cecilia Riviere, Assistant Director Arizona State University

SUMMARY

An Intergovernmental Agreement (IGA) with the Rio Reimagined (RIO) coalition relating to the RIO Ambassador to the Urban Waters Federal Partnership (UWFP). The coalition is comprised of Mesa, Tempe, Phoenix, Avondale, Goodyear, Buckeye, Maricopa County, the Gila River Indian Community, Salt River Pima Maricopa Indian Community, and the Salt River Project Agricultural Improvement and Power District. This IGA will provide the formal agreement between all parties to engage an outside consultant through the Maricopa Association of Governments (MAG) who will act as RIO Ambassador to the UWFP.

RECOMMENDATION

Authorize the Mayor or designee to enter into an IGA with the Rio Reimagined coalition to move forward with a RIO Ambassador to the UWFP. (Ginna Carico, Government Relations Manager; Christian M. Williams, Principal Planner; Cecilia Riviere, Assistant Director Arizona State University)

FISCAL IMPACT

The fiscal impact of this IGA is \$15,000 per year for the next four years, totaling \$60,000. The 2023 amount will be funded from the current Development Services Department budget. Future year amounts will be included in the budget as appropriate. The IGA contains commitment from each Party to make an equal, annual contribution to MAG to partially reimburse MAG for the cost of the Ambassador's Total Compensation. In addition to Goodyear, the parties to this agreement include the Cities of Avondale, Buckeye, Mesa, Phoenix, Tempe, Gila River Indian Community, Maricopa County, Salt River Pima Maricopa Indian Community, and Salt River Project. MAG will serve as a fiscal agent to receive and process the funding, as well as federal or other funding sources in support of the Ambassador as needed or recommended by the Rio Advisory Board.

BACKGROUND AND PREVIOUS ACTIONS

The original plan for the Rio Salado Project was developed in 1966 under the direction of James Elmore, Dean of the University College of Architecture at Arizona State University, and was published in a community report in 1969. Valley Forward (now known as Arizona Forward) joined with the Rio Salado Project Committee in 1976 and developed a master plan for the Rio Salado Project which proposed the redevelopment of approximately 40 miles of the Rio Salado as it traversed metropolitan Phoenix, Tempe and Mesa. In 1980 legislation was passed which allowed creation of the Rio Salado Development District which was tasked with rallying support and preparing the strategic framework plan for the revitalization, funding and implementation of the Rio Salado Project. The Rio Salado Master Plan was presented to the public in 1982.

Since then, some of the Valley's cities and communities have taken action to improve the Rio Salado and its watershed by developing parks, bike paths, bridges, habitat restoration, flood management and associated river enhancements. The Rio Salado has also undergone a number of significant projects related to flood control, water treatment, environmental quality, ecological restoration and public open space amenities, including the El Rio Watercourse Master Plan, Tres Rios Habitat Restoration and Wetlands, Rio Salado Oeste, Rio Salado Phoenix, Rio Salado Tempe, Rio Salado Mesa and Tempe Town Lake. Some of these projects and improvements have had a positive effect on tourism, employment, housing, the tax base, art and culture, recreation, economic development and wetland and riparian rehabilitation, yet the Rio Salado remains significantly underdeveloped given its economic potential.

U.S. Senator John McCain has championed and catalyzed the charge to complete the Rio Salado Project and, with the Assistance of Arizona State University, establish a working group to promote the project and assist in the overall planning, review and approval process for the project. The Rio Salado Project is now envisioned to extend over 45 miles along the river's corridor and up to a mile wide through Maricopa County and span the City of Buckeye, City of Goodyear, Gila River Indian Community, City of Avondale, City of Phoenix, City of Tempe, Salt River Pima-Maricopa Indian Community, and the City of Mesa. These communities believe that the Rio Salado Project has the potential to be the focus of a grand vision for civic identity - an iconic landmark for the Valley - which will promote and provide significant economic, recreational and water conservation value.

On March 26, 2018, the City of Goodyear City Council authorized the Mayor to execute the Statement of Intent for the Rio Salado Project. On March 30, 2018, the City of Buckeye, the City of Goodyear, the Gila River Indian Community, the City of Avondale, the City of Phoenix, the City of Tempe, the Salt River Pima-Maricopa Indian Community, the City of Mesa, Maricopa County, Arizona, and the Salt River Project Agricultural Improvement and Power District entered into a Statement of Intent ("SOI") for the Rio Salado Project, which is now known as Rio Reimagined. The SOI describes the purposes of RIO and the signing parties' commitments to pursuing specified goals and themes related to river revitalization for the Rio Salado.

It has been the desire of these communities, along with Arizona State University and other stakeholder groups, such as landowners, developers, non-profit organizations, utilities & services, and federal entities, and the greater public, to unite and create a cooperative public-private relationship, and to organize, design and implement the Rio Salado Project to its fullest economic, recreational and water conservation capacities.

Besides promoting the basic themes of economic development, transformation of a neglected

river environment into a recreational haven, and water recharge, conservation and flood control, the participants in the Statement of Intent (SOI) agreed to work together cooperatively to form a Rio Salado Authority to develop plans and pursue funding opportunities and facilitate development of projects consistent with these themes and goals.

On September 1, 2020, the U.S. Government designated RIO as an Urban Waters Federal Partnership location.

STAFF ANALYSIS

The Rio Reimagined collaborative and its stakeholders have identified the need for a full-time professional who can act as the regional representative for RIO and oversee RIO's collaborations with federal agencies and stakeholders in connection with RIO's UWFP designation. The Ambassador will have regional responsibility for relationships and funding related to UWFP, with direction from the Rio Advisory Board described in this IGA.

Attachments

Proposed IGA

RIO REIMAGINED – URBAN WATERS AMBASSADOR

INTERGOVERNMENTAL AGREEMENT / MEMORANDUM OF UNDERSTANDING

This Intergovernmental Agreement (this “Agreement”) is entered into as of _____, 2023 (the “Effective Date”), by and among the City of Avondale, the City of Buckeye, the City of Goodyear, the City of Mesa, the City of Phoenix, the City of Tempe, the County of Maricopa, the Salt River Pima-Maricopa Indian Community (“SRP-MIC”), the Salt River Project Agricultural Improvement and Power District, the Arizona Board of Regents for and on behalf of Arizona State University, and the Maricopa Association of Governments, which joins in this Agreement by way of Memorandum of Understanding (each, a “Party” and, collectively, the “Parties”).

1. BACKGROUND

1.1 On March 30, 2018, the City of Buckeye, the City of Goodyear, the Gila River Indian Community, the City of Avondale, the City of Phoenix, the City of Tempe, the Salt River Pima-Maricopa Indian Community, the City of Mesa, Maricopa County, Arizona, and the Salt River Project Agricultural Improvement and Power District entered into a Statement of Intent (“SOI”) for the Rio Salado Project, which is now known as Rio Reimagined (“RIO”). The SOI describes the purposes of RIO and the signing parties’ commitments to pursuing specified goals and themes related to river revitalization for the Rio Salado.

1.2 Arizona State University (“ASU”), through its University City Exchange (“UCX”) is a non-member facilitator and coordinating partner for RIO.

1.3 On September 1, 2020, the U.S. Government designated RIO as an Urban Waters Federal Partnership location (“UWFP”).

2. LEGAL AUTHORITY

2.1 Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954 provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action.

2.2 ASU is empowered by A.R.S. §§15-1625, *et seq.*, to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of ASU.

2.3 The City of Avondale, an Arizona municipal corporation, is empowered by Article I, Section 3 of the Charter of the City of Avondale to enter into this Agreement, and by resolution of its City Council has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.4 The City of Buckeye, an Arizona municipal corporation, is empowered by Charter or Statute to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.5 The City of Goodyear, an Arizona municipal corporation, is empowered by Charter or Statute to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.6 The City of Mesa, an Arizona municipal corporation, is empowered by A.R.S. §§ 9-240 and 9-276 to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.7 The City of Phoenix, an Arizona municipal corporation, is empowered by Charter or Statute to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.8 The City of Tempe, an Arizona municipal corporation, is empowered by Charter or Statute to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.9 The County of Maricopa, a political subdivision of the State of Arizona, is empowered by statute to enter into this Agreement, and, by action of its Board of Supervisors, has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.10 The Salt River Pima-Maricopa Indian Community, a sovereign tribal government, is empowered by Article VII, Section 1(h) of the SRP-MIC Constitution to enter into this Agreement, and by action of its Tribal Council has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.11 The Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona, is empowered by Charter or Statute to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.12 The Maricopa Association of Governments joins in this Agreement by way of Memorandum of Understanding, and by action of its Board of Directors has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

3. PURPOSE

3.1 The Parties have identified the need for a full-time professional who can act as the regional representative for RIO and oversee RIO's collaborations with federal agencies and stakeholders in connection with RIO's UWFP designation.

3.2 The purpose of this Agreement is to set forth the terms and conditions under which the Parties agree to: (a) the terms under which the Maricopa Association of Governments ("MAG") will engage an outside consultant who will act as RIO Ambassador to the UWFP (the "Position") with direction from an advisory group composed of one representative from each Party; and (b) contribute to the cost of the Position.

3.3 Nothing in this Agreement, or the funding of the Position, is intended to limit or otherwise restrict the right of any Party to secure and manage funding and relationships independently of the other Parties.

4. THE POSITION

4.1 The Position will include regional responsibility for relationships and funding related to UWFP, with direction from the Rio Advisory Board described in this Agreement. The job description for the Position is set forth on **Exhibit A**.

4.2 The individual occupying the Position will be an outside consultant engaged by MAG as an independent contractor and will report to a MAG-designated staff person.

4.3 MAG shall be responsible for compensating the consultant occupying the Position ("Total Compensation") using the amounts provided to MAG by the Parties pursuant to this Agreement as well as funding designated for the Position from other sources, including federal funding. MAG will be responsible for processing such additional funding designated for the Position from third-party sources and will draw fiscal service fees in connection with MAG's responsibilities under this Agreement from such funds. The Parties will reimburse MAG for the cost of the Total Compensation on an annual basis during the Term of this Agreement as detailed in **Exhibit B**. The Parties shall not owe or provide any reimbursement, compensation or fees to MAG above and beyond what is detailed in **Exhibit B**.

4.4 During the Term of this Agreement, MAG will invoice each Party for its reimbursement contribution set forth in **Exhibit B**. Each Party will remit payment upon receipt of MAG's invoice by means of a check payable to MAG, electronic funds transfer or another agreed-upon transaction. In the event that MAG does not receive full funding for the Position from the Parties and from third-party sources, MAG shall have no obligation to make up the difference.

4.5 MAG will provide a secured physical work location for the individual occupying the Position as well as all reasonable administrative and peripheral support recommended by the Rio Advisory Board, and agreed to by MAG.

4.6 At any Party's request, MAG shall provide a written accounting of all funds provided to MAG under this Agreement, documenting MAG's use of such funds. If an audit is requested by the majority of the Rio Advisory Board, the Parties will equally share the costs of any audit unless such audit reveals a material discrepancy on the part of MAG in which case MAG shall be responsible for such costs.

4.7 The Position will be recruited by MAG, which will be responsible for conducting the search, interviewing candidates and onboarding the RIO Ambassador to UWFP, all in direct consultation with the Rio Advisory Board which will participate in the search and interviews. MAG will not offer the Position to a candidate without the prior consent of a majority of the Rio Advisory Board.

5. RIO ADVISORY BOARD

5.1 The Parties shall establish the Rio Advisory Board, which will provide direction to the individual occupying the Position. The Rio Advisory Board will be composed of one (1) representative selected by each Party. Each Party reserves the right to substitute a different representative at its discretion at any time and shall provide reasonable notice to the other Parties if such a substitution occurs.

The representative of each Party will serve as a primary point of contact, managing communication to other Parties, the individual occupying the Position, and other stakeholders for matters related to UWFP. In addition, the representative of each Party will vote on matters requiring the Rio Advisory Board's approval.

5.2 The Rio Advisory Board may establish schedules for regular meetings and a process for minutes, reports, methods and manner for review of activities undertaken by the individual occupying the Position. The Rio Advisory Board will recommend annual performance metrics for the Position to be adopted by MAG at its discretion. The Rio Advisory Board will establish a subcommittee responsible for determining whether the RIO Ambassador to UWFP is satisfactorily performing the duties of the Position set forth in **Exhibit A** and meeting the established performance metrics.

5.3 The Rio Advisory Board will determine the number and frequency of reports and assessments to be delivered to the Board by the individual occupying the Position. The Parties will update and communicate changing needs and priorities based on such reports and assessments.

5.4 The Rio Advisory Board may make changes to **Exhibit B** from time to time during the Term of this Agreement if such changes are unanimously agreed to.

6. TERM AND TERMINATION

6.1 This Agreement will begin on the Effective Date and continue for a period of four years (the "Initial Term"). Thereafter, this Agreement may be renewed and updated, subject to available funding support and mutual written agreement of the Parties for additional two-year terms (each a "Renewal Term"). The Initial Term, together with any Renewal Term(s), is referred to in this Agreement as the "Term".

6.2 In the event of termination of the UWFP program, or any substantive change affecting RIO participation in the UWFP program, the Parties will work together to effect an orderly transition and/or wind-down of any collaborative activities then in process under this Agreement.

6.3 The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

7. DISPUTE RESOLUTION

7.1 If the Parties disagree about the responsibilities, duties, time allocation and/or performance of the individual occupying the Position, the Parties will work together within the framework of the Rio Advisory Board, to resolve the disagreement. If any Party desires to have a more formal conflict resolution, then the Parties will engage in a conflict resolution process and document the resolution in writing. If the conflict resolution process results in a written agreement by a majority of Parties to terminate the Agreement, then the termination will be effective on a day mutually agreed by the Parties. The Parties will continue to equally contribute to the Total Compensation through the conclusion (or earlier termination) of the engagement agreement related to the Position.

7.2 As required by A.R.S. § 12-1518, the Parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.

7.3 Nothing in this Agreement, or any current or future schedule, attachment, exhibit, amendment, or addenda is intended to be or shall be construed as a waiver of the SRP-MIC sovereign immunity, or any other immunity otherwise available to any of the governmental Parties, except as provided in this Section 7. Neither the SRP-MIC limited waiver of sovereign immunity, nor the limited waiver of any other immunity available to any of the governmental Parties, extends to any person or entity other than the Parties, or to any claims for punitive damages.

8. GENERAL TERMS AND CONDITIONS

8.1 Each Party is an independent contractor and is independent of each other Party. This Agreement does not create an employment relationship, partnership, joint venture or agency relationship of any kind among the Parties. This Agreement does not create any fiduciary or other obligation among the Parties, except for those obligations expressly and specifically set forth in this Agreement. No Party will have any right, power or authority under this Agreement to act as a legal representative of any other Party. No Party will have any right or authority to bind or obligate the others or make any representation or warranty on behalf of the others. Nothing in this Agreement shall be construed to indicate, suggest or make the individual occupying the Position the employee, contractor or agent of any Party other than MAG, which shall engage the individual occupying the Position.

8.2 The Parties will highlight their collaborative relationship in all communications related to the subject matter of this Agreement and will promote such relationship as part of their outreach and public relations efforts. No Party will issue a press release, public statement, advertisement or announcement regarding this Agreement or the Position without the prior input and consent of the other Parties.

8.3 No Party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of any other Party ("Marks") without the prior written permission of the Party that owns the Marks in each instance. Use of any Party's Marks must comply with the owning Party's requirements, including using the "®" indication of a registered trademark where applicable.

8.4 Except as otherwise specifically provided in this Agreement, each Party will be responsible for its own costs and expenses incurred in connection with the performance of its duties and obligations.

8.5 With the exception of payment obligations, no Party will be in default hereunder by reason of its delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by or results from acts of terrorism, strikes, acts of God or the public enemy, riots, epidemics or pandemics, mass health issues or disease, quarantine restrictions, interference by civil or military authorities, or other emergencies that may disrupt a Party's operations.

8.6 The Parties' payment obligations are subject to the appropriation and budgeting of funds for that purpose during the then-current fiscal year. Obligations under any agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of each Party's governing body concerning budgeted purposes and appropriation of funds. The Parties agree that no Party has any obligation to budget or appropriate funds for payment in any budget in any fiscal year other than the fiscal year in which an agreement is executed and delivered.

8.7 The Parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

8.8 To the extent required by A.R.S. § 35-214, each Party will retain all records relating to this Agreement and make those records available at all reasonable times for inspection and audit by each other Party or the Auditor General of the State of Arizona during the Term of this Agreement and for a period of five years after the completion of this Agreement.

8.9 This Agreement may be executed by the Parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original document. The Parties may evidence execution of this Agreement by means of photocopy, facsimile, or other electronic means, copies of which shall have the same effect for all purposes as a signed original.

8.10 This Agreement constitutes the entire understanding of the Parties with respect to the subject matter and supersedes all previous representations, written or oral, with respect to the subject matter of this Agreement. Except as provided in Section 5.4, this Agreement may not be modified or amended except by a written document signed by authorized representatives of each Party.

9. JOINDER

The Parties acknowledge that other parties, including without limitation, municipalities, agencies, counties or other entities ("Joining Party"), may desire to participate in this Agreement. If a Joining Party desires to become a Party, the Joining Party may do so with the consent of the Rio Advisory Board and after execution of a joinder agreement in a form satisfactory to the Rio Advisory Board, a copy of which joinder agreement will be circulated to all the existing Parties. Any Joining Party that becomes a Party to this Agreement will be subject to all of the obligations herein, including the funding obligations of Section 4.

[Signatures on next page.]

This Intergovernmental Agreement / Memorandum of Understanding is signed and delivered by authorized representatives of the Parties effective as of the Effective Date.

**The Arizona Board of Regents for and on behalf
of Arizona State University**

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

Legal Counsel: _____

City of Avondale

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

City of Buckeye

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

City of Goodyear

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

City of Mesa

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

City of Phoenix

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

City of Tempe

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

Maricopa County, Arizona

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

County Attorney: _____

Salt River Pima-Maricopa Indian Community

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

Legal Counsel: _____

**Salt River Project Agricultural Improvement
And Power District**

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

SRP Attorney: _____

JOINED AS A MEMORANDUM OF UNDERSTANDING:

Maricopa Association of Governments

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

Legal Counsel: _____

EXHIBIT A

JOB DESCRIPTION:

RIO REIMAGINED AMBASSADOR TO THE URBAN WATERS FEDERAL PARTNERSHIP

Full-time consultant (engaged as an independent contractor), representing the regional stakeholders engaged in the Rio Reimagined partnership, with direct responsibility to the Urban Waters Federal Partnership (UWFP) program. Responsibilities include:

- Promote/advocate Rio Reimagined regional strategy with Urban Waters program staff, federal agencies, non-profits, federal delegation, etc.
- Promote the benefits and opportunities within the UWFP and its Urban Waters Learning Network to local RIO stakeholders and partners
- Serve as the primary liaison/program manager to the UWFP on behalf of the local regional Rio Reimagined partnership. May include travel to national Urban Waters conferences and events.
- Identify funding opportunities, convene local stakeholders to apply for opportunities
- Connect public, private, and non-profit tools & resources to the needs of Rio Reimagined in collaboration with the local partnership.
- Identify and assist in the preparation of grant applications that benefit the Rio Reimagined region and support projects within the work plan.
- Convene Rio Reimagined meetings with proactive, inclusive outreach to ensure all partners and community-based organizations have a seat at the table. May include travel and in-person field meetings, events and conferences.
- Report on the progress, value, and outcomes of the Rio Reimagined partnership, including success stories, barriers, and best practices.
- Identify opportunities to improve and expand the regional Rio Reimagined partnership by engaging with participating organizations and recruiting new partners.
- Report progress on Rio Reimagined work plan, on agreed-upon frequency, to Rio Advisory Board.
- Coordinate with the other Urban Waters locations to identify best practices to further the implementation of priority projects and advance the overall goals and objectives of the local partnership.
- Implement, refine, and update the annual partnership workplan as required by UWFP.

Recommended Characteristics/Roles

- Ability to relate, listen, work with wide variety of stakeholders and build trust
- Ability to demonstrate neutrality and build bridges among stakeholders
- Familiarity with federal agencies, legislative/policy process
- Organizational skill set to create structure (work groups) for planning and collaboration
- Experience in researching and writing grant proposals/applications

- Serve as a liaison to various partner organizations in region and assist in connecting RIO vision to complementary initiatives
- Local knowledge and relationships/network

Qualifications

- Master's Degree in Urban Planning or a closely related degree
- Minimum of 5 years of progressive, professional working experience in urban planning, or a related field such as economics, economic development, urban design, architecture, engineering, environmental design, geography, political science or public administration
- Experience working with diverse stakeholders, including government officials and administrations, in the areas of urban design, master planning and public open space transformation
- Experience with federal agencies as well as legislative policy and process
- Experience in research, strategy, and preparation of grant proposals or applications
- Demonstrated understanding of urban planning related processes typical within cities (land use policy, real estate development processes, sustainability, environmental sciences, green infrastructure, economic development, social and environmental justice, etc.)
- Ability to diagnose urban planning proposals and projects as well as provide recommendations for both large and small intervention to improve urban resilience and river and community revitalization
- Excellent project management skills with the ability to independently coordinate and lead multiple tasks simultaneously with a focus on quality and metrics
- Experience working in dynamic, impact orientated environments and a proven track record in meeting deadlines
- Track record of creating data driven reports, memos and presentations; with a sharp eye for detail
- Excellent written and oral communication skills showcasing a capacity to synthesize information and develop compelling narratives
- Creative problem-solving skills; including an ability to grasp key issues and make recommendations for improvements

EXHIBIT B

REIMBURSEMENT BUDGET FOR RIO AMBASSADOR TO UWFP

The RIO Ambassador to the UWFP will be engaged by MAG, which will be solely responsible for compensating the Ambassador and providing administrative support. MAG will engage the Ambassador as an independent contractor with no benefits.

In recognition of the regional benefits the Ambassador will provide, each Party will make an equal, annual contribution to MAG to partially reimburse MAG for the cost of the Ambassador's Total Compensation. During the Term of this Agreement, a \$15,000 annual contribution will be made by each of the following Parties:

City of Avondale

City of Buckeye

City of Goodyear

City of Mesa

City of Phoenix

City of Tempe

Maricopa County

Salt River Pima Maricopa Indian Community

Salt River Project

Arizona State University

MAG will serve as a fiscal agent to receive and process Total Compensation funding, as well as federal or other funding sources in support of the Ambassador as needed or recommended by the Rio Advisory Board. If annual contributions from the Parties and other funding for the RIO Ambassador exceed the Total Compensation, MAG will issue a credit to the Parties fairly and equitably. Each Party may elect to use the credit to reduce its annual contribution or receive a refund. If a refund is requested, MAG will issue the refund within 90 days of receiving a written request for such refund.

ITEM #: 5.
DATE: 03/06/2023
AI #:1352



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT FOR CAMELBACK CENTER AT PV303

STAFF PRESENTER(S): Marty Crossland, Interim Deputy Director of
Development Engineering

OTHER PRESENTER(S):

Martin Hazine, Hunter Engineering

SUMMARY

A Final Plat subdividing approximately 138 acres into 3 lots at the intersection of W. Camelback Road and N. Pebble Creek Parkway.

RECOMMENDATION

Approve the Final Plat for Camelback Center at PV303. (Marty Crossland, Interim Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;
2. Prior to recordation of the Final Plat, documentation acceptable to the City Attorney or his/her designee shall be provided demonstrating that the party executing the final plat is authorized to do so.
3. Prior to recordation of the Final Plat, Liberty Utilities shall sign the Final Plat stating assured water supply has been granted from Arizona Department of Water Resources.
4. No Temporary Certificate of Occupancy, Certificate of Occupancy or Certificate of Completion shall be issued for any structure within the Final Plat for Camelback Center at PV303 until a portion of the existing drainage easement adjacent to Camelback Road located within the property included within the Final Plat as approved on the Improvement Plans, which easement is recorded in the Official Records of Maricopa County as Instrument No. 2005-591745, has been terminated.
5. Prior to issuance of any construction permit within Camelback Road, all property within the south half of Camelback Road along the frontage of the property included in this Final Plat but outside the boundary of the final plat shall be conveyed to the City, in fee, through a special warranty deed or any other form acceptable to the City Attorney or his designee;
6. Prior to recordation of the Final Plat, Owner is responsible for the payment for a proportionate share of the costs for adjacent traffic signals. The payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as

determined by the City Engineer or designee. Owner's traffic signal obligations are as follows:

a.25% at Sarival Ave and Camelback Rd.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The subject property is a part of the PV303 PAD Amendment for Camelback Center. The PV303 PAD was last amended on August 18, 2019, with City Council adoption of Ordinance No. 2019-1448.

STAFF ANALYSIS

The proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

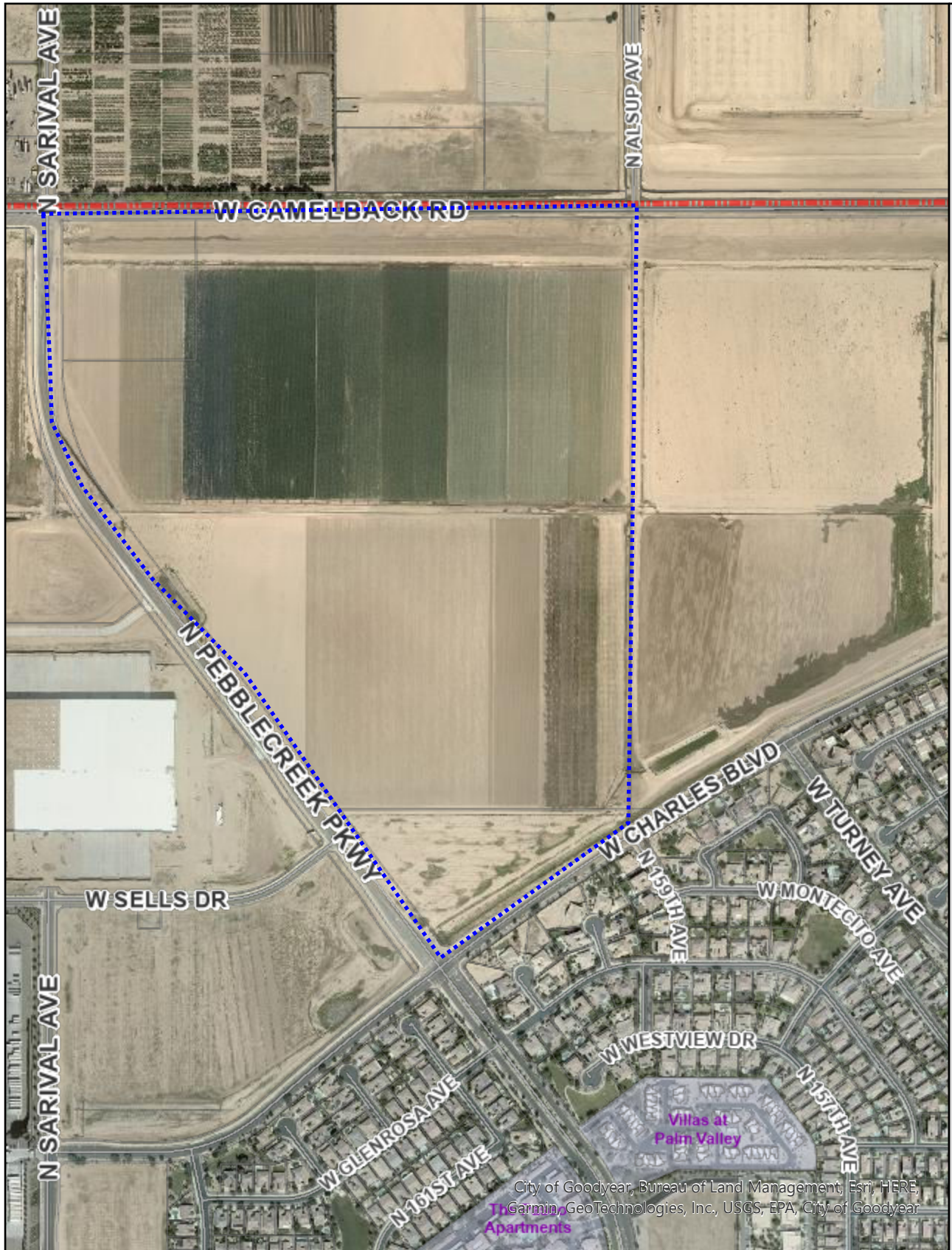
Attachments

Aerial Photo

Final Plat

Name of Map: City of Goodyear

Description: Camelback Center at PV303



City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, City of Goodyear

City of Goodyear

DEDICATION:

SUNBELT CAMELBACK 303 L.P., A DELAWARE LIMITED PARTNERSHIP (AS OWNER) HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS R/W DEDICATED HEREON AND SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

SUNBELT CAMELBACK 303 L.P., A DELAWARE LIMITED PARTNERSHIP (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY) FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS PUE DEDICATED HEREON AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (PUBLIC UTILITY EASEMENT AREAS). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

SUNBELT CAMELBACK 303 L.P., A DELAWARE LIMITED PARTNERSHIP, (OWNER), HEREBY DEDICATES TO THE CITY OF GOODYEAR SIDEWALK EASEMENTS ON, OVER AN ACROSS THOSE AREAS IN THIS FINAL PLAT IDENTIFIED AS SWE DEDICATED HEREON AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (SIDEWALK EASEMENT AREA). SUCH SIDEWALK EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC SIDEWALKS BY THE CITY OF GOODYEAR AND ITS PERMITEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE SIDEWALK EASEMENT AREAS. THE SIDEWALK EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE SIDEWALK EASEMENT AREAS.

SUNBELT CAMELBACK 303 L.P., A DELAWARE LIMITED PARTNERSHIP (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY) NON-EXCLUSIVE TEMPORARY DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS TEMPORARY DRAINAGE EASEMENT DEDICATED HEREON AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (TEMPORARY DRAINAGE EASEMENT AREAS) FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PREMISES DESCRIBED HEREIN APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE APPROVED GRADING AND DRAINAGE PLANS) AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN THE APPROVED GRADING AND DRAINAGE PLANS (THE DRAINAGE FACILITIES). OWNER, AT OWNER'S EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE MAINTENANCE WORK). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE TEMPORARY DRAINAGE EASEMENTS GRANTED HEREIN SHALL REMAIN IN EFFECT UNTIL PERMANENT DRAINAGE IMPROVEMENTS THAT WILL ACCOMMODATE 100% OF THE STORMWATER THAT THE TEMPORARY DRAINAGE EASEMENT THAT IS TO BE TERMINATED ACCOMMODATED HAVE BEEN INSTALLED AND A PERMANENT DRAINAGE EASEMENT, IN A FORM PROVIDED BY THE CITY ATTORNEY OR HIS DESIGNEE, FOR THE PERMANENT DRAINAGE IMPROVEMENTS HAS BEEN PROVIDED TO THE CITY. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE TEMPORARY DRAINAGE EASEMENT AREAS.

IN WITNESS WHEREOF:

SUNBELT CAMELBACK 303 L.P., A DELAWARE LIMITED PARTNERSHIP, AS OWNER HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2023.

SUNBELT CAMELBACK 303 L.P., A DELAWARE LIMITED PARTNERSHIP

BY: SUNBELT CAMELBACK 303 GP, INC.
A DELAWARE CORPORATION
ITS: GENERAL PARTNER

BY: _____

ITS: _____

NOTES:

1. THIS DEVELOPMENT IS LOCATED WITHIN THE SERVICE AREA OF LIBERTY UTILITIES AND HAS BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).

MANAGER _____ DATE _____
LIBERTY UTILITIES

2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

3. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

4. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.

a. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.

b. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.

c. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.

d. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

5. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

6. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

7. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.

8. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

9. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND, EXCLUDING POWER LINES 69KV AND LARGER.

10. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

11. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

12. THIS PARCEL IS IN PROXIMITY TO THE ARIZONA MOTOR SPORTS PARK, GENERALLY LOCATED AT CAMELBACK ROAD AND REEMS ROAD, AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST AND ALL OTHER EFFECTS THAT MAY BE ASSOCIATED WITH SUCH USE.

13. THE CITY APPROVAL IS FOR GENERAL LAYOUT IN THE RIGHT-OF WAY THIS APPROVAL IS VALID FOR A PERIOD OF ONE YEAR. CONSTRUCTION PERMITS SHALL BE OBTAINED DURING THIS PERIOD OR THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND APPROVAL.

14. RIGHT-OF-WAY IMPROVEMENTS SHALL NOT BE ACCEPTED UNTIL "AS-BUILT" PLANS HAVE BEEN SUBMITTED AND APPROVED BY THE CITY. (SEE AS-BUILT REQUIREMENTS)

FINAL PLAT FOR
CAMELBACK CENTER AT PV303

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

OWNER:

SUNBELT CAMELBACK 303 L.P.
8095 OTHELLO AVENUE
SAN DIEGO, CA 92111
PHONE: (858) 495-4905
CONTACT: DENNIS O'NEIL
EMAIL: donell@sunbeltinv.com

SURVEYOR:

HUNTER ENGINEERING, INC.
10450 N. 74TH STREET SUITE 200
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JAMES A. BRUCCI
EMAIL: jbrucci@hunterengineeringpc.com

LEGAL DESCRIPTION:

THAT PORTION OF THE WEST HALF OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 19 BEARS SOUTH 89° 58' 27" EAST (BASIS OF BEARINGS) A DISTANCE OF 2596.61 FEET;

THENCE SOUTH 89° 58' 27" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 65.00 FEET;

THENCE SOUTH 00° 12' 47" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89° 58' 27" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2531.72 FEET;

THENCE SOUTH 00° 03' 09" WEST, A DISTANCE OF 2661.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF W. CHARLES BOULEVARD, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 13334.00 FEET AND WHOSE CHORD BEARS SOUTH 56° 22' 41" WEST, A CHORD DISTANCE OF 724.20 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03° 06' 44" AN ARC LENGTH OF 724.29 FEET;

THENCE SOUTH 59° 18' 24" WEST, A DISTANCE OF 120.84 FEET TO A POINT OF NON-TANGENT CURVATURE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 13344.00 FEET AND WHOSE CHORD BEARS SOUTH 53° 58' 57" WEST A CHORD DISTANCE OF 150.02 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00° 38' 39" AN ARC LENGTH OF 150.02 FEET;

THENCE NORTH 82° 25' 05" WEST, A DISTANCE OF 29.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF PEBBLE CREEK PARKWAY;

THENCE THE FOLLOWING 6 COURSES ALONG SAID RIGHT OF WAY:

THENCE NORTH 36° 55' 27" WEST, A DISTANCE OF 917.27 FEET;

THENCE NORTH 36° 07' 56" WEST, A DISTANCE OF 199.92 FEET;

THENCE NORTH 36° 47' 12" WEST, A DISTANCE OF 1333.75 FEET TO A POINT OF CURVATURE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1035.00 FEET AND WHOSE CHORD BEARS NORTH 18° 17' 16" WEST A CHORD DISTANCE OF 656.78 FEET;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36° 59' 52" AN ARC LENGTH OF 668.33 FEET;

THENCE NORTH 00° 12' 40" EAST, A DISTANCE OF 622.78 FEET TO THE POINT OF BEGINNING.

SHEET INDEX:

SHEET 1	COVER SHEET
SHEET 2	PLAT (NORTH PORTION)
SHEET 3	PLAT (SOUTH PORTION)
SHEET 4	DETAILS

LOT AREAS:

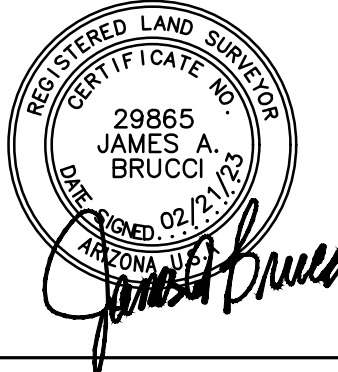
LOT 1	31,660 AC±,	1,379,121 SQ.FT.±
LOT 2	72,227 AC±,	3,146,224 SQ.FT.±
LOT 3	32,681 AC±,	1,423,566 SQ.FT.±
TOTAL	136,568 AC±	5,948,931 SQ.FT.±

OVERALL	138,042 AC±	6,013,094 SQ.FT.±
---------	-------------	-------------------

LAND SURVEYOR CERTIFICATION:

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2018, AND THAT THE PLAT IS CORRECT AND ACCURATE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE PLAT TO BE RETRACED.

JAMES A. BRUCCI RLS NO. 29865



ACKNOWLEDGMENT:

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

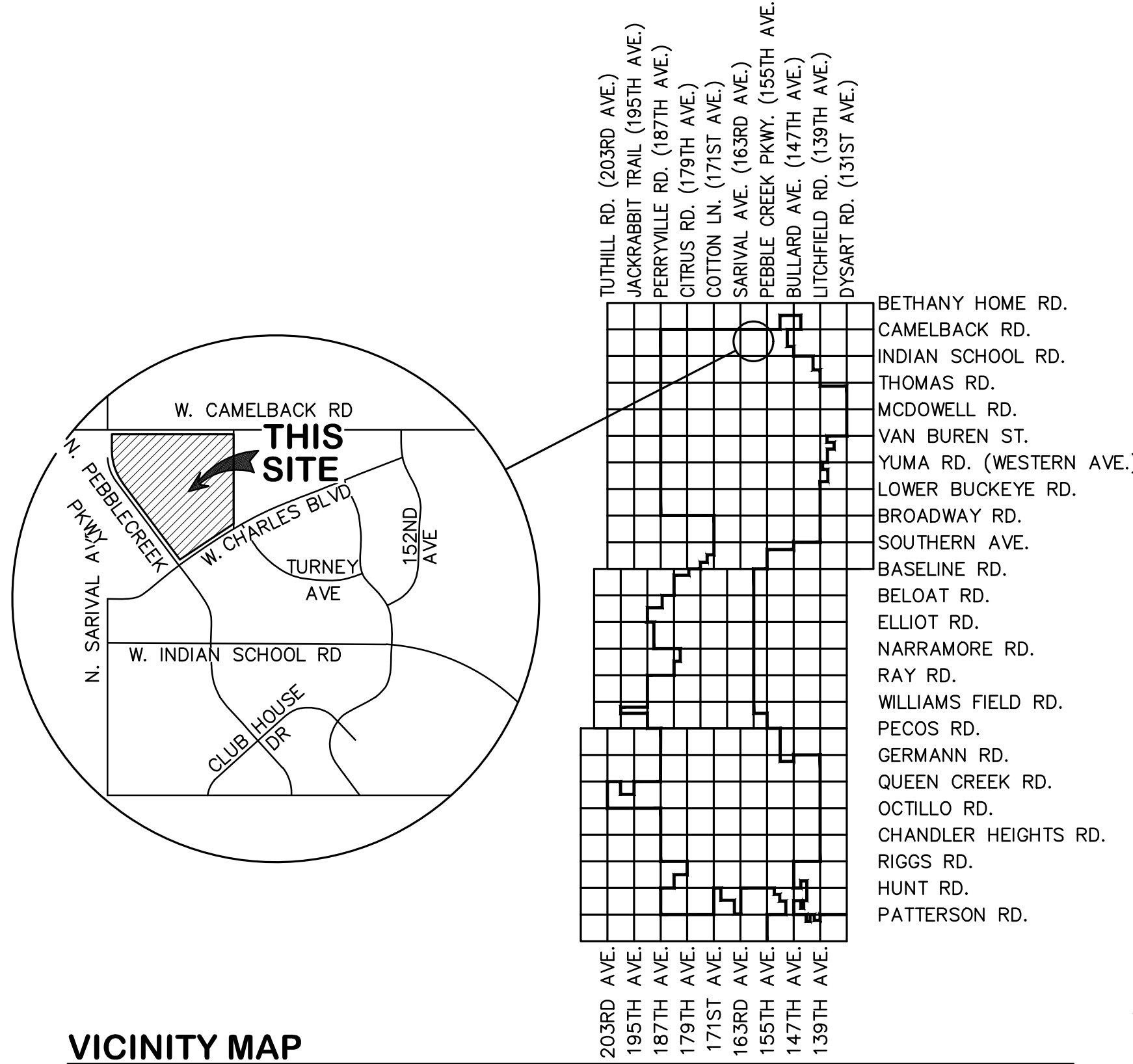
ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, PERSONALLY

APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS _____ (OWNER NAME)
SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

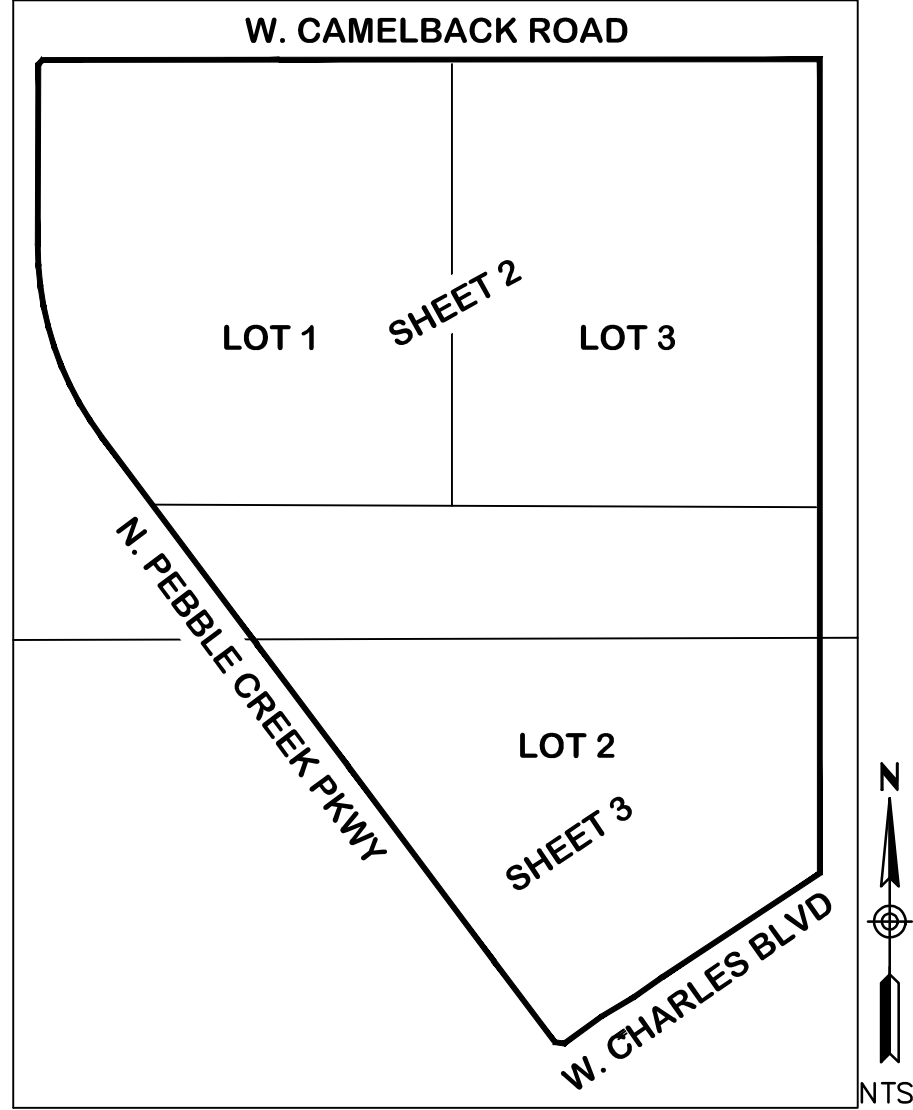
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____



VICINITY MAP



KEY MAP

BASIS OF BEARINGS:

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 89°58'24" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19, T.2N.,R.1W. OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF REPLAT OF "PV303 EAST-PHASE A, LOTS 3 AND 4", RECORDED IN BOOK 1322, PAGE 39, MARICOPA COUNTY RECORDS, ARIZONA.

NO CONFLICT CERTIFICATION

UTILITY NO CONFLICT CERTIFICATION			
UTILITY	UTILITY COMPANY	NAME OF COMPANY REPRESENTATIVE	TELEPHONE NUMBER
FIBER	LEVEL 3 COMMUNICATIONS	CONFLICT LIAISON	(303) 482-9826
IRRIGATION	MARICOPA WATER DISTRICT	CONFLICT LIAISON	(623) 546-8268
ELECTRIC	ARIZONA PUBLIC SERVICE	CASSANDRA AGUILAR	(623) 975-5706
COAXIAL, FIBER	CENTURYLINK	CONFLICT LIAISON	(480) 768-4294
CATV, FIBER	COX COMMUNICATIONS	KIRSTEN VELDMAN	(623) 328-3425
CULVERTS, SEWER	ARIZONA DEPT. OF TRANSPORTATION	DALE DROST	(602) 245-0241
GAS	SOUTHWEST GAS	NORA GALLEGOS	(602) 484-5301

APPROVALS:

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2023.

BY: _____
MAYOR (JOE PIZZILLO)

ATTEST: _____
CITY CLERK (DARIE MCCRAKEN)

FINAL PLAT APPROVAL

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2023.

BY: _____
CITY ENGINEER (SUMEET MOHAN)

NO.	DATE	REVISION	BY

PURPOSE:
FINAL PLAT

DRAWN BY: DJS
CHECKED BY: job

CIVIL AND SURVEY

HUNTER
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991

FINAL PLAT FOR
CAMELBACK CENTER AT PV303

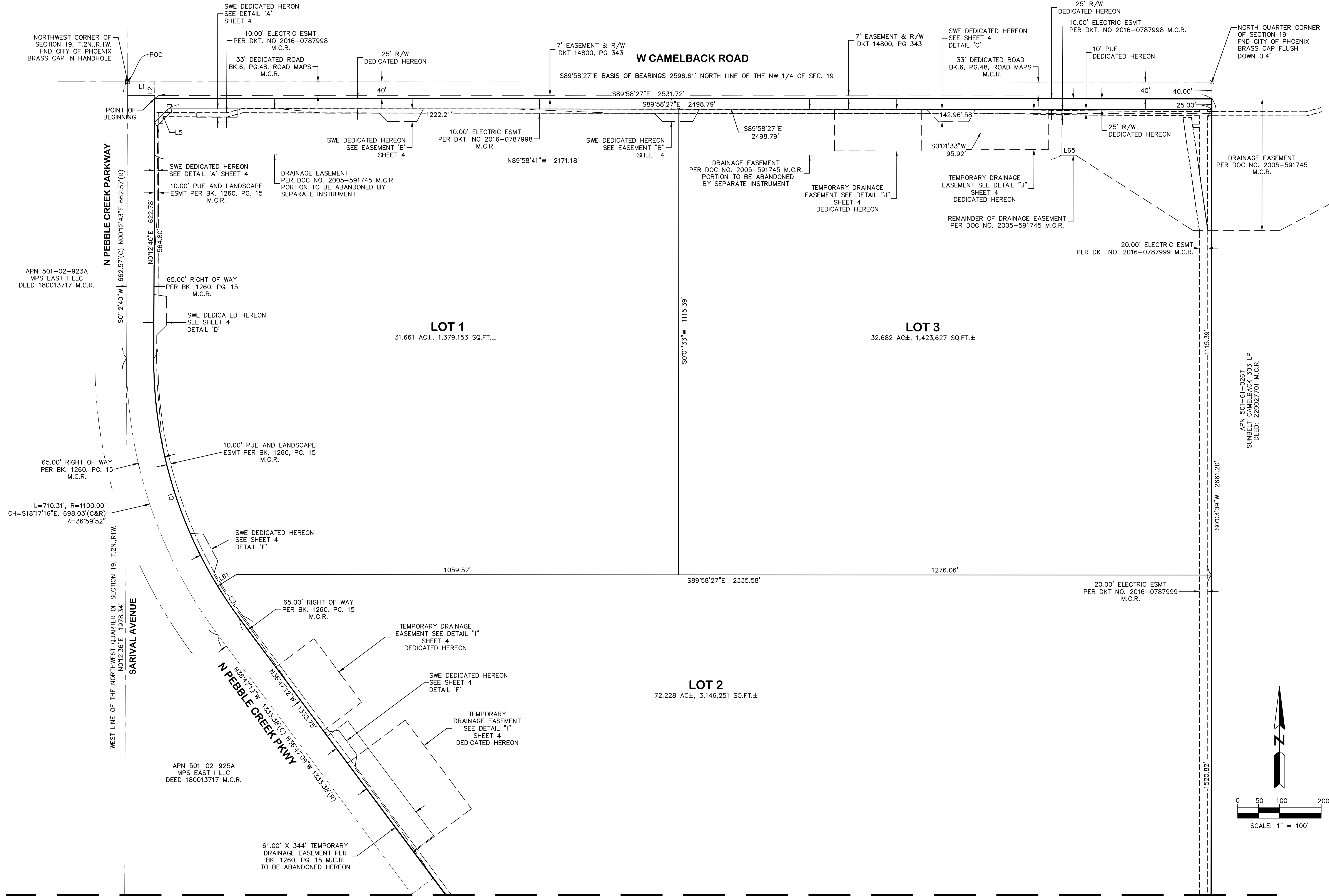
A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 19
TWNHP: 2N
RANGE: 1W

JOB NO.:
BELT017-FP

SCALE
NTS

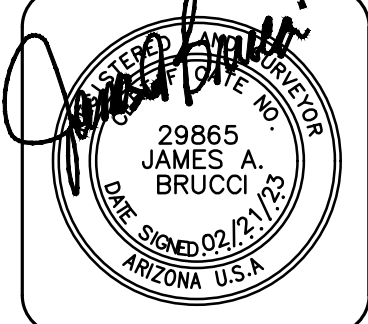
SHEET
1 OF 4



NO.	DATE	REVISION	BY

DRAWN BY: DJS
CHECKED BY: job

HUNTER
ENGINEERING
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986



**FINAL PLAT FOR
CAMELBACK CENTER AT PV303**
A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF
SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND
SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 19
TOWNSHIP: 2N
RANGE: 1W

JOB NO.:
BELT017-FP

SCALE
1"=100'

SHEET
2 OF 4

WEST LINE OF THE NORTHWEST QUARTER OF SECTION 19, T.2N, R.1W.
N01°2'36"E 1978.34'

SARIVAL AVENUE

WEST QUARTER CORNER
OF SECTION 19
FND MARICOPA COUNTY
DEPT OF TRANSPORTATION
ALUMINUM CAP FLUSH

APN 501-02-937A
FR PV 303 PHASE 2 LLC
DEED 210294559 M.C.R.

FND CITY OF GOODYEAR
BRASS CAP FLUSH

SWE DEDICATED HEREON
SEE SHEET 4
DETAIL 'G'

MATCH LINE SEE SHEET 2

LOT 2
72.228 AC±, 3,146,251 SQ.FT.±

SWE DEDICATED HEREON
SEE SHEET 4
DETAIL 'H'

10.00' PUE AND LANDSCAPE
ESMT PER BK. 1260, PG. 15
M.C.R.

APN 501-02-911B
MPS SELLS LLC
DEED 180013718 M.C.R.

W. SELLS DR.

N PEBBLE CREEK PARKWAY

TEMPORARY
DRAINAGE EASEMENT
DEDICATED HEREON

42.00' RIGHT OF WAY
PER BK. 720, PG. 27
M.C.R.

8.00' PUE PER
BK. 720, PG. 27 M.C.R.

W CHARLES BLVD.

PALM VALLEY PHASE 5 PARCEL 17
BOOK 717, PG. 27 M.C.R.

FND CITY OF GOODYEAR
BRASS CAP FLUSH

APN 501-61-026T
SUNBELT CAMELBACK 303 LP
DEED: 220027701 M.C.R.

S07°03'09"W 2661.20'

1520.82'

42.00' RIGHT OF WAY
PER BK. 720, PG. 27
M.C.R.

N 159TH AVE.

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	Δ = 36°59'52"	1035.00'	668.33'	N18°17'16"W	656.78'
C2	Δ = 5°15'28"	1035.00'	94.98'	S34°09'28"E	94.94'
C3	Δ = 4°15'36"	1028.04'	76.43'	S01°54'10"E	76.42'
C4	Δ = 0°38'39"	13344.00'	150.02'	S53°58'57"W	150.02'
C5	Δ = 0°35'37"	13344.00'	138.28'	S54°00'28"W	138.28'
C6	Δ = 6°59'30"	1008.02'	123.01'	S33°17'55"E	122.93'
C7	Δ = 0°03'02"	13344.00'	11.74'	S53°41'08"W	11.74'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°58'27"E	65.00'
L2	S00°12'40"W	40.00'
L3	S59°18'24"W	120.84'
L4	N82°25'05"W	29.80'
L5	N45°07'05"E	46.74'
L6	N00°01'33"E	65.00'
L7	S00°01'33"W	20.00'
L8	S89°58'27"E	96.70'
L9	S00°01'33"W	10.00'
L10	S89°58'27"E	63.68'
L11	N45°07'06"E	42.73'
L12	N00°12'36"E	220.20'
L13	S04°03'10"W	104.45'
L14	N00°01'33"E	65.00'
L15	N27°39'25"E	34.15'
L16	S89°57'40"E	70.93'
L17	S44°58'27"E	28.14'
L18	S89°58'27"E	132.87'
L19	S84°15'49"E	100.50'
L20	N00°01'34"E	65.01'
L21	S87°35'18"E	240.21'
L22	S89°52'55"E	90.24'
L23	N44°58'27"W	28.01'

LINE TABLE		
LINE	BEARING	DISTANCE
L24	N89°57'40"W	72.65'
L25	S27°39'25"W	33.56'
L26	N00°01'33"E	65.00'
L27	N44°58'27"W	42.29'
L28	N89°57'40"W	64.06'
L29	S27°39'25"W	33.77'
L30	N89°47'20"W	65.00'
L31	N81°13'05"W	30.03'
L32	N00°01'33"E	69.17'
L33	N45°12'36"E	32.39'
L34	N00°12'36"E	56.78'
L35	S04°56'52"E	137.28'
L36	N89°53'53"E	45.18'
L37	S66°21'22"W	65.00'
L38	N86°45'05"W	32.17'
L39	N16°37'43"E	32.80'
L40	S34°35'39"E	182.29'
L41	S53°12'48"W	64.86'
L42	N80°50'13"E	33.71'
L43	S36°47'40"E	72.79'
L44	S08°12'19"W	32.53'
L45	S36°47'41"E	159.56'

LINE TABLE		
LINE	BEARING	DISTANCE
L46	S34°22'25"E	163.88'
L47	S53°12'48"W	65.00'
L48	N80°50'13"E	33.81'
L49	S36°47'40"E	70.79'
L50	S08°12'20"W	32.53'
L51	S36°47'40"E	159.07'
L52	S33°59'59"E	173.84'
L53	N53°52'04"E	65.00'
L54	S53°12'48"W	65.00'
L55	N80°41'58"E	33.92'
L56	S36°55'55"E	72.51'
L57	S08°04'05"W	32.53'
L58	S36°55'55"E	160.33'
L59	S34°21'57"E	158.74'
L60	S53°04'33"W	65.00'
L61	N81°35'52"W	46.93'
L62	N82°25'05"W	29.80'
L63	N36°55'27"W	12.36'
L64	N00°01'33"E	109.89'
L65	S89°58'41"E	34.70'

20.00' ELECTRIC ESMT
PER DKT NO. 2016-0787999
M.C.R.

L=724.29', R=13334.00'
CH=S56°22'41"W, 724.20'
Δ=3°06'44"

L=1817.73'(R) R=13292.00'(R&M)
CH=S57°12'32"W, 1816.40'

L=1817.82'(M) L=1817.73'(R)

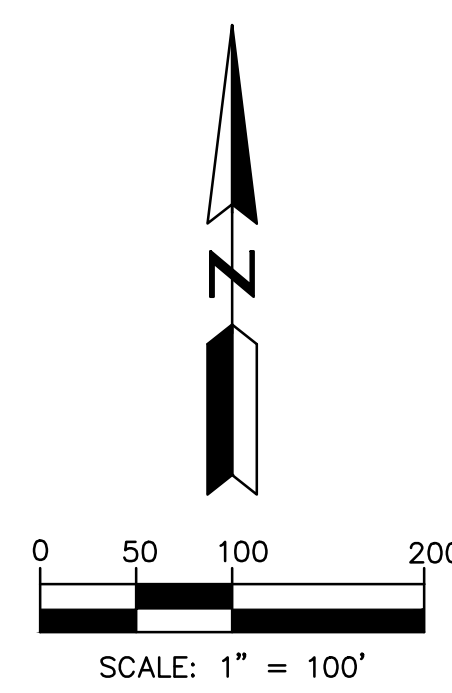
R/W DEDICATED HEREON
SEE SHEET 4
DETAIL 'E'

FND CITY OF GOODYEAR
BRASS CAP FLUSH

LEGEND:

- IRON PIPE FOUND
- ⊠ BRASS CAP IN HANDHOLE
- FOUND AS NOTED
- ⊙ BRASS CAP FLUSH
- SWE SIDEWALK EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDS
- FND FOUND
- MONUMENT LINE
- PROPERTY LINE
- - - EASEMENT LINE

- (R) RECORDED DATA ACCORDING TO FINAL PLAT
PV303 EAST-PHASE A, AS RECORDED IN
BOOK 1260, PAGE 15, M.C.R.
- (R1) RECORDED DATA ACCORDING TO FINAL PLAT
PALM VALLEY PHASE V, AS RECORDED IN
BOOK 717, PAGE 27, M.C.R.
- (M) MEASURED INFORMATION FROM FIELD DATA
COLLECTION.
- (C) CALCULATED INFORMATION FROM RECORDED
DOCUMENTS AS NOTED.



FINAL PLAT FOR CAMELBACK CENTER AT PV303

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF
SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND
SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 19
TWN: 2N
RANGE: 1W

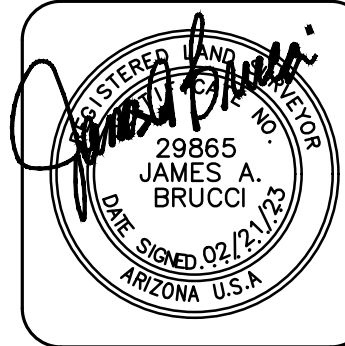
JOB NO.:
BELT017-FP

SCALE
1"=100'

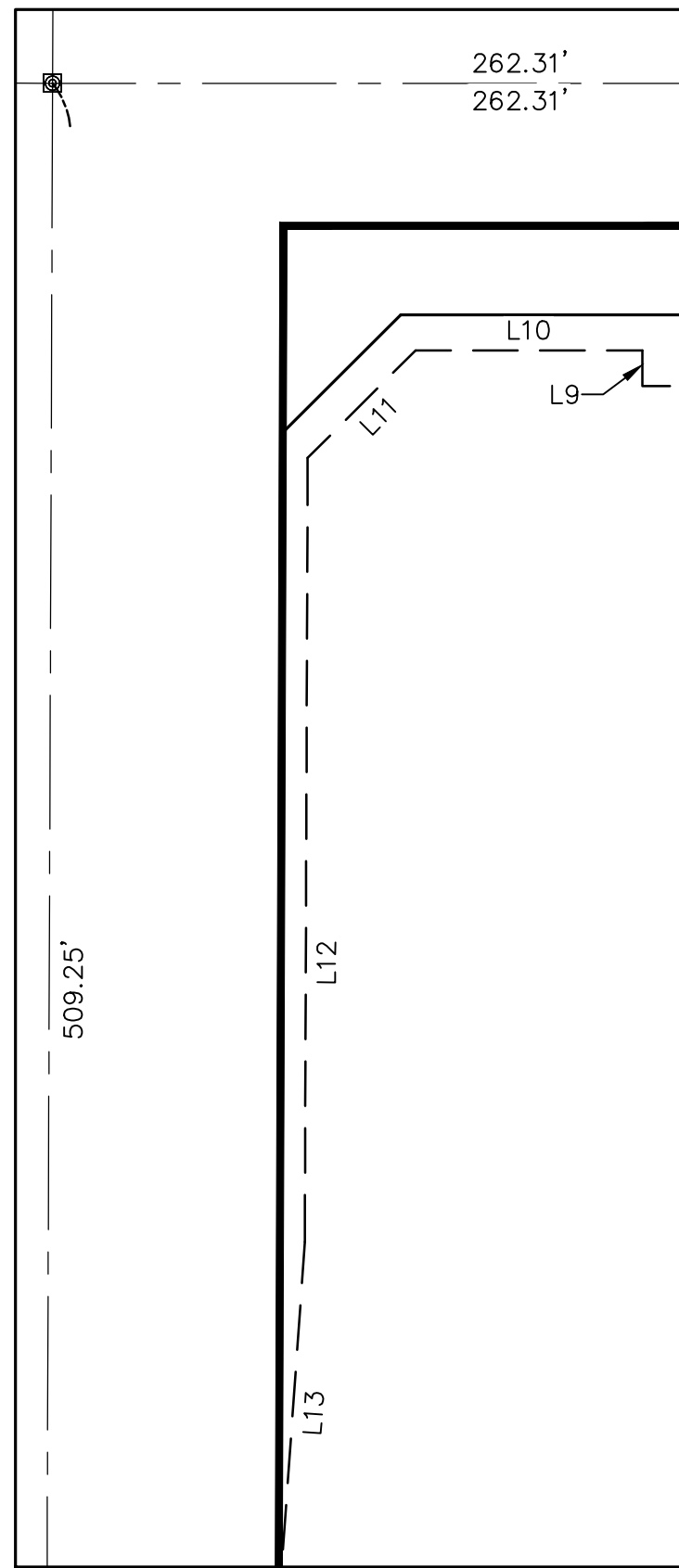
SHEET
3 OF 4

HUNTER
ENGINEERING
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

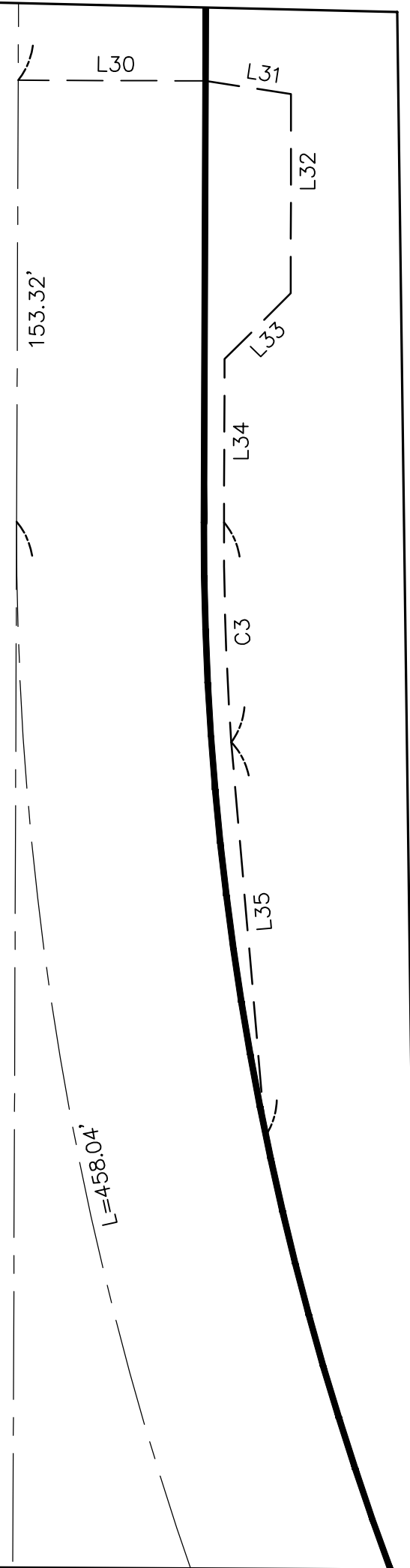
CIVIL AND SURVEY



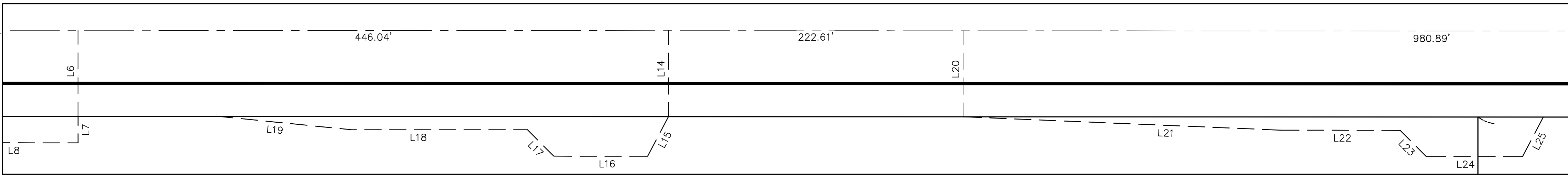
NO.	DATE	REVISION	BY
PURPOSE: FINAL PLAT			
DRAWN BY: DJS CHECKED BY: job			



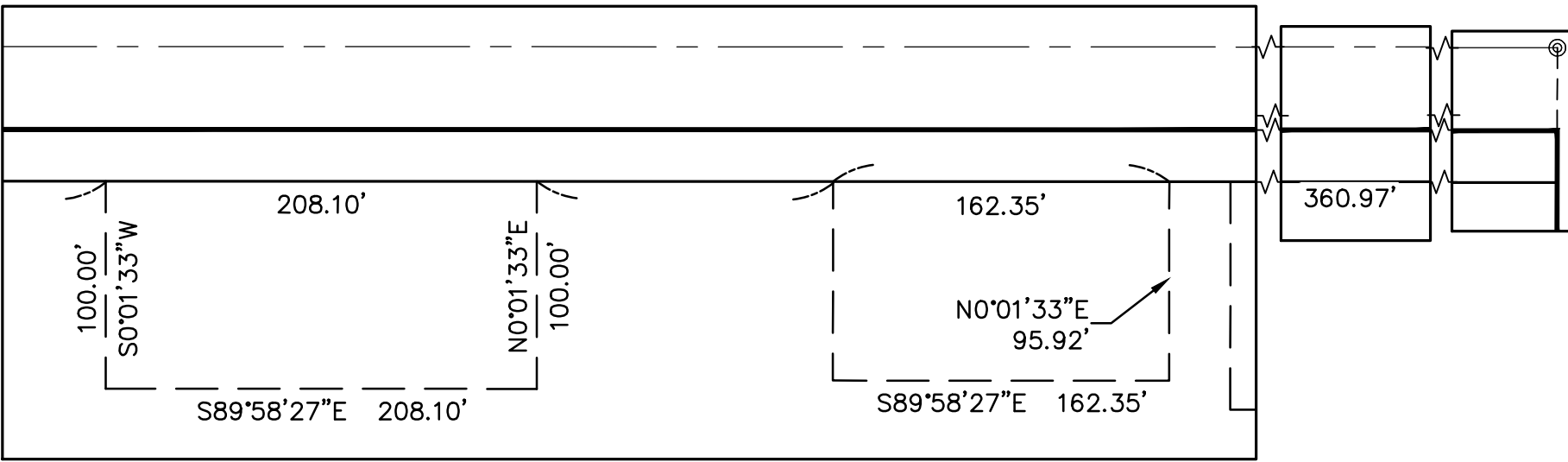
SIDEWALK EASEMENT DETAIL 'A'
SCALE 1" = 50'



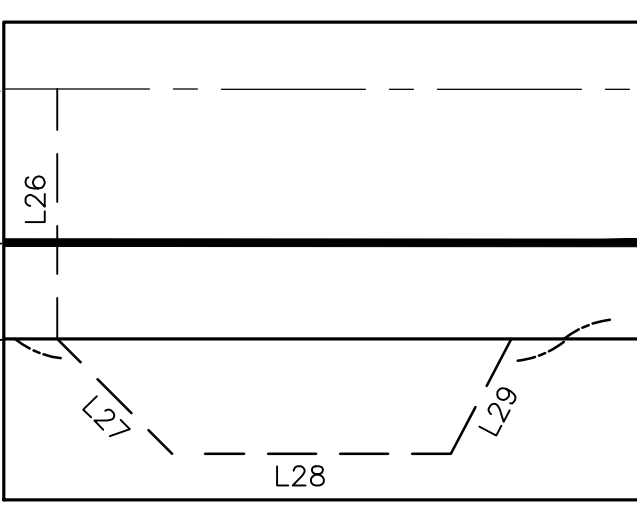
SIDEWALK EASEMENT DETAIL 'D'
SCALE 1" = 50'



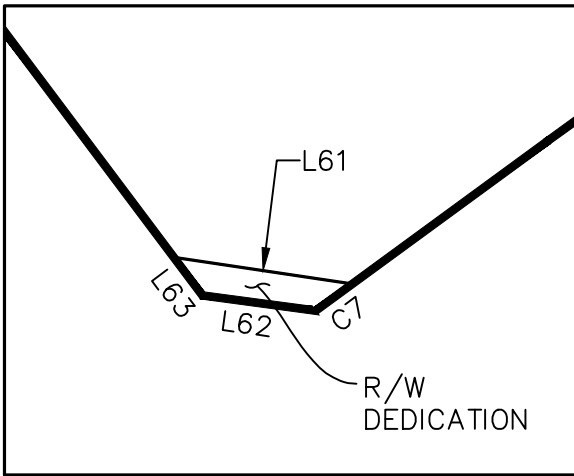
SIDEWALK EASEMENT DETAIL 'B'
SCALE 1" = 50'



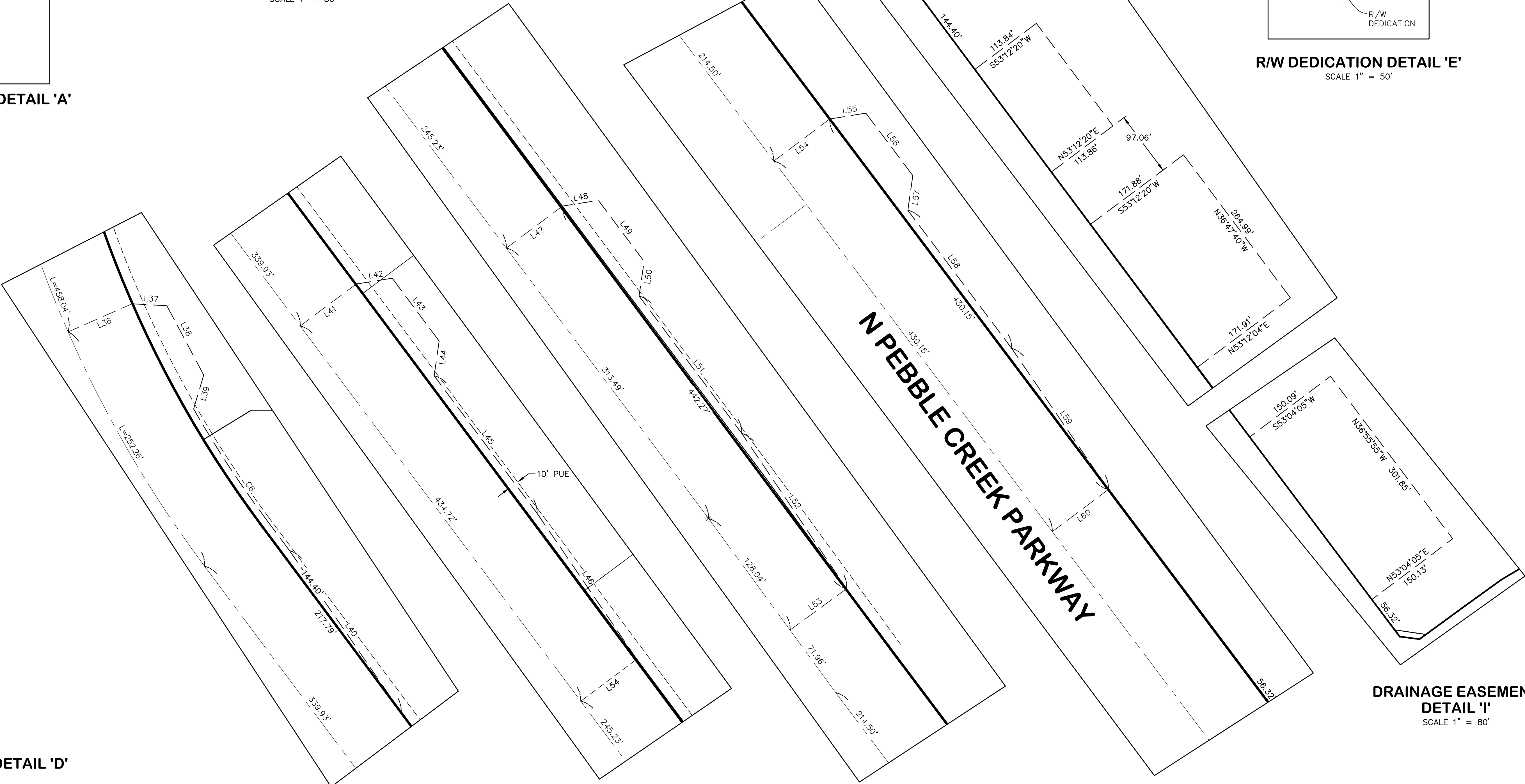
DRAINAGE EASEMENT
DETAIL 'J'
SCALE 1" = 80'



SIDEWALK EASEMENT DETAIL 'C'
SCALE 1" = 50'



R/W DEDICATION DETAIL 'E'
SCALE 1" = 50'



SIDEWALK EASEMENT DETAIL 'E'
SCALE 1" = 50'

SIDEWALK EASEMENT DETAIL 'F'
SCALE 1" = 50'

SIDEWALK EASEMENT DETAIL 'G'
SCALE 1" = 50'

SIDEWALK EASEMENT DETAIL 'H'
SCALE 1" = 50'

DRAINAGE EASEMENT
DETAIL 'I'
SCALE 1" = 80'

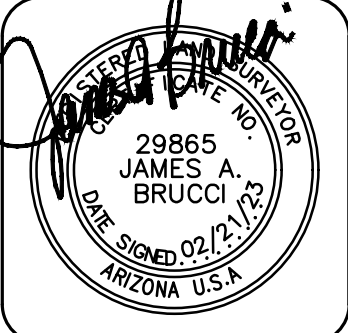
NO.	DATE	REVISION	BY

PURPOSE:
FINAL PLAT

DRAWN BY: DJS
CHECKED BY: job

HUNTER
ENGINEERING
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY



**FINAL PLAT FOR
CAMELBACK CENTER AT PV303**

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF
SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND
SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 19
TOWNSHIP: 2N
RANGE: 1W

JOB NO.:
BELT017-FP

SCALE
1"=50'

SHEET
4 OF 4

ITEM #: 6.
DATE: 03/06/2023
AI #:1357



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE EXPENDITURE OF FUNDS FOR CONSTRUCTION OF FOUR FY2023 CIP PROJECTS

STAFF PRESENTER(S): Hugh Bigalk, P.E., City Traffic Engineer

SUMMARY

Request City Council approve expenditures up to \$615,000 for four FY2023 CIP Construction Projects to provide additional capacity at four existing intersections, for traffic optimization.

RECOMMENDATION

Approve expenditures in the amount of \$615,000 to complete four FY2023 CIP Construction Projects - #42054, #42055, #42057, and #42059. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The expenditures will occur across four projects as listed below. The projects are included in the approved budget.

Project	Total
42054: Estrella Parkway - Illini to Elwood	\$173,920
42055: Estrella Parkway at Roosevelt Street	\$189,095
42057: Litchfield Road at McDowell Road	\$163,805
42059: PebbleCreek Parkway at Virginia Avenue	\$88,180
Total	\$615,000

BACKGROUND AND PREVIOUS ACTIONS

These four projects were developed and approved as part of the FY2023-2027 CIP process in an effort to provide additional capacity at existing intersections, for traffic optimization. These projects are making minor modifications to existing conditions. In addition, these projects are anticipated to be completed by the end of FY2023 through existing city contracts.

STAFF ANALYSIS

These projects will make modifications to existing conditions at four intersections. The four projects will make the following improvements:

42054 – Estrella Parkway – Illini Street to Bullard Avenue: Project will construct a northbound right turn, which will allow three northbound through lanes on Estrella Parkway from MC 85 to Bullard Avenue. This will eliminate a scalloped street condition.

42055 – Estrella Parkway at Roosevelt Street: This project will construct additional pavement to extend the existing northbound left turn lane and the improvements will add additional vehicle storage capacity. This intersection will also be changed to a dual northbound and dual southbound left turn as part of the Estrella Commons improvements by the developer of Estrella Commons.

42057 – Litchfield Road at McDowell Road: This project will construct additional pavement to extend the existing westbound left turn lane and the improvements will add additional left turn lane storage capacity.

42059 – PebbleCreek Parkway at Virginia Avenue: This project will correct the existing transition to the southbound left turn lane. The existing curb from the southbound through lane to the left turn lane will be modified to provide a smoother transition.

ITEM #: 7.
DATE: 03/06/2023
AI #:1358



CITY COUNCIL ACTION REPORT

**SUBJECT: THIRD AMENDMENT TO THE INFRASTRUCTURE
DEVELOPMENT AGREEMENT FOR PROJECT 10-11**

STAFF PRESENTER(S): Sarah Chilton, Deputy City Attorney

SUMMARY

The Third Amendment to the Infrastructure Development Agreement for Project 10-11 amends terms of the existing agreement to allow the issuance of a building permit for the second building being constructed on Microsoft's PHX 10-11 Site (PHX 11) and addresses the infrastructure needs for the third building to be constructed on the site.

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2295 APPROVING THE THIRD AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (Sarah Chilton, Deputy City Attorney)

FISCAL IMPACT

The continued development of the PHX 10-11 Site will have an ongoing fiscal impact on the city. The Third Amendment to the Infrastructure Development Agreement for Project 10-11 creates a fiscal impact in terms of expenditures required of the City in that Microsoft is to up-front funds for the expansion of the city's 157th Avenue Wastewater Treatment Plant for the portion of the expansion needed to generate the treatment capacity needed to serve the PHX 10-11 site at full build-out. Although Microsoft is providing its proportionate share of the cost of the expansion, the city is responsible for expanding the facility and funding the remainder of the costs of the expansion. The continued development of the PHX 10-11 site will generate one-time revenue for the city through construction sales tax and development impact fees for the additional data centers and public infrastructure Microsoft will be constructing. Longer-term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, and state-shared revenues.

BACKGROUND AND PREVIOUS ACTIONS

In 2018, Microsoft acquired approximately 279 acres, generally located between the north side of Broadway Road and the south side of MC-85 and extending from east of Bullard Avenue to west of Litchfield Road (the “PHX 10-11 Site”). Since this acquisition, Council has considered numerous requests related to Microsoft’s plans to develop the PHX 10-11 Site for use as data centers. These requests include: (i) the adoption of Ordinance 2018-1418 by Council on December 17, 2018 rezoning the PHX 10-11 Site; (ii) the adoption of Ordinance 2019-1420 by Council on January 14, 2018 annexing a section of Broadway Road adjacent the PHX 10-11 Site to facilitate the construction of Broadway Road improvements when the PHX 10-11 Site develops; (iii) the adoption of Resolution 2019-1931 on January 14, 2019 and of Resolution 2019-1939 on February 25, 2019 that will allow for the consolidation of the PHX 10-11 Site into lots consistent with Microsoft’s development plans; (iv) the adoption of Resolution 2019-1937 by Council on February 11, 2019 authorizing the issuance of an at-risk grading permit; (v) the adoption of Resolution 2019-1942 by Council on February 25, 2019 and Resolution 2019-1957 being presented to Council as a separate item on February 22, 2019, which establish a self-certification process for use by Microsoft in the development of the PHX 10-11 Site; (vi) the adoption of Resolution 2019-1959 approving the Infrastructure Development Agreement for Project 10-11; (vii) the adoption of Resolution 2020-2077 approving the First Amendment to the Infrastructure Agreement for Project 10-11; (viii) and the adoption of 2021-2152, approving the Second Amendment to the Infrastructure Agreement for Project 10-11. Although this item has not been previously presented to the Council, this amendment is consistent with many of these earlier actions that identified Microsoft’s general obligation to construct on-site and off-site infrastructure needed to serve Microsoft’s property and to acquire and convey to the City all land necessary for such infrastructure.

STAFF ANALYSIS

Under the terms of the Infrastructure Development Agreement for Project 10-11 (the “PHX 10-11 IDA”), Microsoft is responsible for the design and construction of all infrastructure, within the boundaries of the PHX 10-11 Site and outside the boundaries of the PHX 10-11 Site as reasonably determined by the City to be both in accordance with the duly-adopted Development Regulations and needed to support the development of the PHX 10-11 Site and to allow the City to provide City services to the PHX 10-11 Site. The identification of the public infrastructure needed was to be guided by engineering studies paid for by Microsoft.

When Microsoft acquired the PHX 10-11 Site, its original intent was to develop five (5) data centers in phases. Each of the five (5) data centers would use direct evaporative cooling (water-cooled, each of which would require no more than, 1 MGD (million gallons per day) of water with a maximum amount of 5 MGD of water to be delivered to serve the PHX 10-11 Site. The cooling water or industrial discharge was to be treated to a level that it could be used as a raw water source and delivered through a dedicated raw water line to the City’s surface water treatment plant to be used as a source for potable water. Domestic sewage was to be delivered to the wastewater treatment plant to the city’s wastewater treatment plant through an existing sewer transmission line located within Broadway Road. The existing sewer transmission line was developed and sized to serve adjacent properties as they developed.

Phase One Development (PHX 10)

Until the raw water line was constructed, Owner was allowed to temporarily discharge the industrial discharge water from the Phase One Development (“PHX 10”) through an existing transmission line to the City’s wastewater treatment plant. The industrial discharge that was to be delivered to the City’s wastewater treatment plant had to comply with applicable regulatory standards and the maximum level of total dissolved solids (“TDS”) in the industrial discharge

delivered to the wastewater treatment plant was 1400 mg/L. Microsoft subsequently abandoned plans to deliver treated industrial discharge to the City's surface water treatment plant to be used as a source for potable water. Microsoft's current plans call for the industrial discharges to be delivered to the 157th Avenue Wastewater Treatment Plant.

Phase Two Development (PHX 11)

When Microsoft sought a building permit for a second data center (the Phase Two Development or PHX 11), it sought permission to temporarily deliver industrial discharge from PHX 11 to the city's wastewater treatment plant through the existing transmission line. Because there was existing capacity in the line, the PHX 10-11 IDA was amended to allow Microsoft to temporarily discharge no more than 500,000 gallons per day (GPD) of industrial discharge and domestic sewage generated by PHX 10 and PHX 11 into the existing transmission line to be delivered to the city's wastewater treatment plant. The maximum amount of TDS allowed was 1400 mg/L [\[1\]](#), and Microsoft was to construct Storage Improvements and a Discharge Control System to ensure that no more than 500,000 GPD was discharged into the existing transmission line. The treatment facilities required to treat the industrial discharge, so it did not exceed the maximum level of TDS allowed, the Storage Improvements and the Discharge Control System were to be completed prior to the issuance of a Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for PHX 11.

The construction of PHX 11 is almost complete, and Microsoft is seeking a permanent certificate of occupancy. However, Microsoft has not completed the construction of the improvements that would limit the level of TDS in the discharges from the Phase Two Development that would be discharged into the existing transmission line to the city's wastewater treatment plant to 1400 mg/L nor did they construct the Discharge Control System or Storage Improvements, all of which are conditions of temporary certificates of occupancy and permanent certificates of occupancy being issued for PHX 11. [\[2\]](#) In addition, Microsoft is seeking a building permit for the Phase Three Development (PHX 12). City staff and Microsoft's representatives have been working on a solution that would allow Microsoft to obtain a certificate of occupancy for PHX 12 and to continue developing the PHX 10-11 Site.

Phase Three Development (PHX 12)

The continued development of the PHX 10-11 Site presents certain challenges that have resulted in changes in its plans for the development of the PHX 10-11 Site and the infrastructure needed to support the future development. The first challenge is the lack of treatment capacity at the city's 157th Avenue Wastewater Treatment Plant. Microsoft has effectively abandoned its original plan to return treated industrial discharges from its operations to be used as a raw water source. Industrial discharges will be delivered to the wastewater treatment plant. At this point, there is no additional capacity available to at the city's wastewater treatment plant to accept industrial discharges from Microsoft's operations in excess of the 500,000 GPD currently allowed.

The second challenge concerns the delivery of the industrial discharges to the city's wastewater treatment plant. Currently, industrial discharges are being delivered to the city's wastewater treatment plant through the existing transmission line in Broadway Road. This transmission line was designed and sized to support development adjacent to the line and was never intended to take industrial discharges from Microsoft's operations. Instead, Microsoft was to treat industrial discharges and deliver the treated discharges for use as a raw water

source for potable water through a dedicated raw water line. Because of development that is occurring within properties adjacent to the existing transmission line, the capacity of that line has to be freed up to support this new development as it comes online.

The third challenge concerns Microsoft's operational needs. For operational efficiencies, Microsoft has to recirculate water used for cooling at least two times. Roughly, two circulations will double the level of TDS in the industrial discharge. Thus, if the level of TDS in the water delivered to the PHX 10-11 site has 700 mg/L of TDS, two circulations will result in an industrial discharge of 1400 mg/L of TDS. The problem occurs when the level of TDS in the incoming water exceeds 700 mg/L of TDS.

In considering the city's interests and Microsoft's interests, the parties reached an agreement on terms for the third amendment to the PHX 10-11 IDA. The third amendment includes the following terms:

1. All data centers developed on the PHX 10-11 Site after PHX 12 will be air cooled
2. Microsoft will provide an updated engineering study to determine the annual water demand for the PHX 10-11 Site at full build-out, all water and wastewater infrastructure needed to support the city's delivery of water and wastewater services to the PHX 10-11 Site and full build-out and during the interim solution based on the assumption that only PHX 10, PHX 11 and PHX 12 will be water cooled and that the operations of those data centers will be limited to two (2) cycles of recirculation.
3. By August 31, 2024, Microsoft will have completed the construction of a dedicated discharge line to deliver industrial discharges generated from all data centers constructed on the PHX 10-11 Site at full-buildout to the wastewater treatment plant.
4. Once the dedicated discharge line is completed all industrial discharges from the operations on the PHX 10-11 Site being delivered to the wastewater treatment plant, including those discharges that are being delivered on a temporary basis through the existing transmission line in Broadway Road, will be delivered through the dedicated discharge line.
5. Microsoft will make a \$36 million in-lieu payment towards the cost of an expansion of the wastewater treatment plant for the treatment capacity that will be needed to treat all discharges (industrial discharges and domestic sewage) generated by the operations on the PHX 10-11 Site at full build-out. This payment assumes the cost of an expansion that will result in an additional 3 MGD of treatment capacity will cost \$90 million and Microsoft will require 1.2 MGD of treatment capacity at full build-out. This amount will be adjusted if the assumptions change.
6. The \$36 million in-lieu payment is in-lieu of wastewater impact fees, which currently do not contemplate the capacity required by Microsoft's operations. Accordingly, the city will not be charging wastewater development impact fees for development within the PHX 10-11 Site and will be returning those that were previously collected.
7. The city will be responsible for expanding the wastewater treatment plant and providing treatment capacity for which Microsoft has made an in-lieu payment.
8. Once the wastewater treatment plant is expanded, Microsoft, all industrial discharges from the operations on the PHX 10-11 Site delivered to the city's wastewater treatment plant will have a maximum level of TDS of 1400 mg/L or double the TDS level of the incoming water

from the city.

9. Microsoft will have to construct any additional water lines that are identified in the updated engineering study as being needed for the delivery of water supplies to the PHX 10-11 Site at full buildout.

10. Microsoft will be responsible for any water supplies required to serve the water supply in excess of the Type 1 Grandfathered Non-Irrigation water right owned by Microsoft and which is currently being used to serve PHX 10, but which appears to be sufficient to serve PHX 10, PHX 11 and PHX 12.

11. Microsoft will deposit \$5 million with the city as financial assurance toward the cost of the dedicated discharge line and any additional water lines Microsoft has to construct. Once the infrastructure has been designed and an engineer's estimate of the cost of the infrastructure has been provided, an escrow in the amount of the estimated cost of the infrastructure will be established, with Microsoft funding any shortfall, which can be used to pay for the infrastructure as the infrastructure is completed.

12. Microsoft will deposit \$800,000 with the city, which the city will use to pay for the services of a person the city will retain to serve as the city's designated representative to coordinate and facilitate the development of the PHX 10-11 Site and the PHX 70 Site.

13. The Third Amendment provides for a temporary solution that will allow a permanent certificate of occupancy to be issued for PHX 11 that includes the following:

a. Until the earlier of August 31, 2024 or the date the dedicated discharge line is completed, Microsoft will be allowed to discharge industrial discharges through the existing transmission line. If the dedicated discharge line is not constructed by August 31, 2024, Microsoft will be required to store all industrial discharges on-site.

b. Until the city's 157th Avenue Wastewater Treatment Plant has been expanded, Microsoft shall be allowed to deliver to the wastewater treatment plant up to 500,000 GPD of discharges (industrial discharges and domestic sewage) with a maximum level of TDS of 2853 mg/L.

c. Until the city's 157th Avenue Wastewater Treatment Plant has been expanded, Microsoft will have to construct improvements required to store all discharges in excess of 500,000 GPD on-site and will have to store discharges in excess of 500,000 GPD within such improvements.

The terms of the proposed amendment are consistent with the general intent of the infrastructure development for Project 10-11 which requires Microsoft to construct infrastructure improvements needed for the city to provide utility services to the property. Accordingly, staff supports its adoption.

[\[1\]](#) Higher levels of TDS create problems for the operations of the wastewater treatment plant. Because of this, City staff is working on its own "brine solution" to address TDS levels in the city's discharges to the wastewater treatment plant that result from the development of potable water.

[\[2\]](#) These improvements were not completed because there were discussions about Microsoft participating in the brine solution that the city was working on, but these discussions never materialized into an agreement because the city has not finalized a brine solution.

Attachments

Resolution w-Ex.1 Development Agreement

RESOLUTION NO. 2023-2295

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE THIRD AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2018, Microsoft acquired approximately 279 acres of real property within the City of Goodyear generally located between the north side of Broadway Road and the south side of MC-85 and extending from east of Bullard Avenue to west of Litchfield Road that it is developing under the name Project 10-11 (the "Property"); and

WHEREAS, Microsoft is responsible for the design and construction of all public infrastructure, within the boundaries of the Property and outside the boundaries of the Property as reasonably determined by the city to be both in accordance with the duly-adopted Development Regulations and engineering studies needed to support the development of the Property and to allow the city to provide city services to the Property; and

WHEREAS, Microsoft's plans for development of the Property have changed over time and instead of treating industrial discharges so it could be used as a raw water source for potable water production, Microsoft's plans call for the distribution of industrial discharges to the city's 157th Avenue Wastewater Treatment Plant for treatment; and

WHEREAS, Microsoft and the city entered into that certain Infrastructure Development Agreement for Project 10-11 recorded on June 27, 2019 in the official records of Maricopa County, Arizona at recording number 2019-0486224 (hereinafter referred to as the "PHX 10-11 IDA"), which addressed certain requirements regarding the development of the Property, including requirements for infrastructure that were to be completed before any certificate of completion and/or certificate of occupancy would be issued for the First Phase Development being constructed on the Property (the "Phase One Improvements") and operational requirements regarding the level of Total Dissolved Solids ("TDS") that could be delivered to the city's 157th Wastewater Treatment Plant; and

WHEREAS, Microsoft and the city entered into that certain First Amendment to Infrastructure Development Agreement for Project 10-11 recorded on July 14, 2020, in the official records of Maricopa County, Arizona at recording number 20200625939 (hereinafter referred to as the "First Amendment"), which modified the requirements for obtaining certificates of occupancies or completion for the Phase One Improvements; and

WHEREAS, Microsoft and the city entered into that certain Second Amendment to Infrastructure Development Agreement for Project 10-11 recorded on April 27, 2021, in the official records of Maricopa County, Arizona at recording number 2021-10468656 (hereinafter referred to as the "Second Amendment"), which provided a temporary solution for the development of the Phase Two Development (PHX 11) by identifying infrastructure requirements, operational requirements and timing for the completion of such infrastructure; and

WHEREAS, the construction of PHX 11 is almost complete and Microsoft is seeking a permanent certificate of occupancy for PHX 11 and a building permit for the Phase Three Development (PHX 12); and

WHEREAS, Microsoft has not completed the infrastructure improvements it was to construct as a condition of receiving a permanent certificate of occupancy for PHX 11; and

WHEREAS, until the city's 157th Avenue Wastewater Treatment Plant has been expanded, the city is not in a position to accept discharges in excess of 500,000 gpd; and

WHEREAS, the Third Amendment to Infrastructure Development Agreement for Project 10-11 modifies the conditions required for the city to issue a permanent certificate of occupancy for PHX 11, sets forth conditions for the issuance of a building permit for PHX12, sets forth conditions for the issuance of a certificate of completion, temporary certificate of occupancy and permanent certificate occupancy for PHX 12, provides a temporary infrastructure solution and temporary conditions for operations that allow for the continued development and operation of the PHX 10-11 Site until the city's 157th Avenue Wastewater Treatment Plant has been expanded, and imposes permanent operational requirements once the city's 157th Avenue Wastewater Treatment Plant has been expanded.

WHEREAS, the city acknowledges the development of the Property is consistent with the city's general plan; and

WHEREAS, Microsoft and the city intend this Third Amendment to be a Development Agreement within the meaning of A.R.S. § 9-500.05 that binds Microsoft and all future owners of all or any portion of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the city of Goodyear find the approval of the Third Amendment to the Infrastructure Development Agreement for Project 10-11 by and between Microsoft Corporation, a Washington corporation, and the city of Goodyear, an Arizona municipal corporation, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve the Third Amendment to the Infrastructure Development Agreement for Project 10-11.

SECTION 2. The City Manager or her designee is hereby authorized and directed to execute the Third Amendment to the Infrastructure Development Agreement for Project 10-11.

SECTION 3. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of the Third Amendment of the Infrastructure Development Agreement for Project 10-11 (the "Third Amendment"), including any amendment to the Well Sharing and/or Water Wheeling Agreements determined by the City Attorney or designee as being needed to comply with the terms of the Third Amendment as approved by the City Attorney or designee.

SECTION 4. Unless referred to the voter as provided by law, Resolution 2023-2295 shall be effective thirty (30) days after its adoption by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2023.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT '1'

THIRD AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AGREEMENT
FOR PROJECT 10-11

WHEN RECORDED, RETURN TO:

City of Goodyear, Arizona
Office of the City Clerk
190 N. Litchfield Road
Goodyear, Arizona 85338

**THIRD AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT
FOR PROJECT 10-11**

This Third Amendment to Infrastructure Development Agreement for PHX 10-11 (the "Third Amendment") is entered into by and between Microsoft Corporation, a Washington corporation ("Owner") and the City of Goodyear, an Arizona municipal corporation (the "City").

RECITALS

A. WHEREAS Owner owns approximately 279 acres of real property within the City of Goodyear generally located between the north side of Broadway Road and the south side of MC-85 and extending from east of Bullard Avenue to west of Litchfield Road, as legally described in Exhibit 1 attached hereto and incorporated herein by this reference.

B. WHEREAS, Owner is developing the Property under the name PHX 10-11.

C. WHEREAS, Owner is responsible for the design and construction of all infrastructure, within the boundaries of the Property and outside the boundaries of the Property as reasonably determined by the City to be both in accordance with the duly-adopted Development Regulations and needed to support the development of the Property and to allow the City to provide City services to the Property.

D. WHEREAS, Owner initially intended to develop the Property in phases, and anticipates that when fully developed the Property could consist of five (5) buildings that would use direct evaporative cooling (water cooled, each of which would require no more than, 1 MGD (million gallons per day) of water with a maximum amount of 5 MGD of water to be delivered to serve the Property.

E. WHEREAS, Owner's plans for the development of the Property have changed and only three buildings on the Property will utilize direct evaporative cooling (water cooled), and all additional buildings developed on the Property will utilize air-cooled chillers (non-water cooled).

F. WHEREAS, the first phase of the development of the Property consisted of the construction of one building that is approximately 290,000 square feet; and the second phase of the development of the Property consists of the construction of a second building that is approximately 250,000 square feet; and the third phase of the development of the Property shall consist of one building that is approximately 250,000 square feet.

G. WHEREAS, Owner and the City entered into that certain Infrastructure Development Agreement for Project 10-11 recorded on June 27, 2019 in the official records of Maricopa County, Arizona at recording number 2019-0486224 (hereinafter referred to as the "PHX 10-11 IDA"), which addressed certain requirements regarding the development of the Property, including requirements for infrastructure that was to be completed before any certificate of completion and/or certificate of occupancy would be issued for the first building being constructed on the Property, and that certain First Amendment to Infrastructure Development Agreement for Project 10-11 recorded on July 14, 2020, in the official records of Maricopa County, Arizona at recording number 20200625939 (hereinafter referred to as the "First Amendment"), which addressed the timing of certain portions of the Phase One Improvements by Owner and the completion of the Raw Water Line by the City, and that certain Second Amendment to Infrastructure Development Agreement for Project 10-11 recorded on April 27, 2021, in the official records of Maricopa County, Arizona at recording number 20210468656 (hereinafter referred to as the "Second Amendment"), which addressed the conditions for issuance of building permits for the Phase Two Development. Together, the PHX 10-11 IDA, the First Amendment, and the Second Amendment are referred to herein as the "Agreement."

H. WHEREAS, under the terms of the PHX 10-11 IDA, Owner was to construct all improvements needed treat the industrial discharge from the Property so that the level of substances, constituents and total dissolved solids remaining in the industrial discharge from the Property did not exceed the standards of the source water that would be processed at the City's surface water treatment plant, and a raw water line to deliver the treated industrial discharge to the City's surface water treatment plant to be used as a source for potable water. Until the raw water line was constructed, Owner was allowed to discharge the industrial discharge water from the Phase One Development through an Existing Transmission Line to the City's wastewater treatment plant.

I. WHEREAS, Owner subsequently abandoned plans to deliver treated industrial discharge to the City's surface water treatment plant to be used as a source for potable water and to deliver the industrial waste through a dedicated raw water line, which triggered Owner's obligation to remit a Water Resources Fees as described in the Agreement.

J. WHEREAS, under the terms of the Agreement, Owner was temporarily allowed to discharge no more than 500,000 gallons per day of CWD (as defined below) generated by the Phase One Development and the Phase Two Development into an Existing Transmission Line (as defined below) to be delivered to the 157th Ave WWTP with the CWD having a maximum amount of TDS of 1400 mg/L and Owner was to construct Storage Improvements and a Discharge Control System, as both are described in the Agreement, to ensure that no more than 500,000 gpd was discharged into the Existing Transmission Line. The improvements described herein were to be completed prior to the issuance of a Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for the Phase Two Development.

K. WHEREAS, the Phase Two Development is almost complete, but Owner did not construct improvements that would limit the level of TDS in the CWD from the Phase Two Development that would be discharged into the Existing Transmission Line to the 157th Ave. WWTP to 1400 mg/L nor did they construct the Discharge Control System or Storage

Improvements, all of which were conditions of temporary certificates of occupancy and permanent certificates of occupancy being issued for the Phase Two Development.

L. WHEREAS, Owner has determined that if the maximum amount of TDS allowed in the CWD is increased to 2853 mg/L, the CWD generated by the operations of the Phase One Development and the Phase Two Development will not exceed the 500,000 gallons per day limit eliminating the need for the Discharge Control System and Storage Improvements for the Phase Two Development and has asked the City to modify the requirements for obtaining a certificate of occupancy for the Phase Two Development.

M. WHEREAS, under the terms of the Agreement, City must expressly approve of any building permits to be issued on the Property other than the building permits for the Phase One and Phase Two Developments.

N. WHEREAS, the Owner has filed a Development Application for a site plan that contemplates the development of the Phase Three Development (as defined herein), and Owner desires to obtain building permits for the same.

O. WHEREAS, the Owner desires to amend the Agreement, to set forth the conditions and requirements for the City's issuance of building permits, temporary certificates of occupancy, and certificates of occupancy for the Phase Two Development, and to set forth the terms and conditions to for the City's issuance of building permits, temporary certificates of occupancy, and certificates of occupancy for the Phase Three Development on the Property while the City and Owner work to together to identify the utility infrastructure improvements that will be required for the long term operation of the buildings on the Property.

P. WHEREAS, the City acknowledges the development of the Property is consistent with the City's general plan.

Q. WHEREAS, Owner and the City intend this Third Amendment to be a Development Agreement within the meaning of A.R.S. § 9-500.05 that binds Owner and all future owners of all or any portion of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

2. **DEFINED TERMS.** All capitalized terms used but not defined in this Third Amendment shall have the meanings ascribed to such terms in the Agreement.

3. **EFFECTIVE DATE.** The execution of this Third Amendment by the Parties and approval of this Third Amendment by Resolution of the Goodyear City Council are conditions precedent to this Third Amendment becoming effective. This Third Amendment shall take effect upon the later of dates each of the following conditions precedent have occurred: (i) the full execution of this Third Amendment by the Parties and (ii) the date the Resolution approving this Third Amendment becomes effective, such later date hereafter defined as the "Third Amendment Effective Date."

4. **AMENDMENTS TO SECTION 2.** Section 2 of the Agreement is hereby amended to amend and add definitions to Section 2 of the Agreement as follows:

The following definitions in Section 2 of the Agreement are amended to read as follows:

2.7 "Carollo Study" and "Updated Carollo Study" mean the work prepared pursuant to a contract between the City of Goodyear and Carollo Engineers, Inc. or between Owner and any other engineering firm approved by the City that will be used to assist in the determination by the City of Necessary Utility Infrastructure Improvements.

2.11 "Full Build-Out" means the maximum number of buildings that can be developed on the Property with no more than three (3) buildings that will use direct evaporative cooling (water cooled), with all other buildings on the Property using air-cooled chillers (non-water cooled).

2.25 "Water Resources Fee" means the cost the City incurs in securing additional Water Resources (i.e. renewable supplies that satisfy the requirements of the Arizona Department of Water Resources to increase the City's water portfolio in its Designation of Assured Water Supply) in an amount equivalent to the amount of the annual water demand needed to serve all development within the Property at Full Build-Out as determined by the Updated Carollo Study described below, in excess of the Type 1 Grandfathered Non-Irrigation water right owned by Owner.

The following definitions are added to Section 2 of the Agreement:

2.26 "157th Ave. WWTP" means the 157th Avenue Wastewater Treatment Plant owned and operated by the City.

2.27 "CWD" means the clear water discharge (also referred to industrial discharge) generated by the cooling operations generated by the operations of the Phase One Development, the Phase Two Development and the Phase Three Development, which will use direct evaporative cooling in their operations.

2.28 "Dedicated Discharge Line" means a transmission line, which will be owned and operated by the City, from the Property to a discharge point near the 157th Ave. WWTP, as approved by the City Engineer or designee, that will accept and delivery all CWD generated by the operations within the Property at Full Build-Out.

2.29 “Existing Transmission Line” means the sewer line within Broadway Road that runs from approximately Litchfield Road to the 157th Ave. WWTP.

2.30 “Evaporation Ponds” means one or more lined holding ponds for the purpose of minimizing the volume of CWD and/or reverse osmosis concentrate brine (“ROC”) by evaporation.

2.31 “On-Site Storage Facilities” means facilities constructed or installed within the Property pursuant to engineering plans approved by the City Engineer or designee that will hold CWD Owner is required to retain on-site and which may include Evaporation Ponds or tanks.

2.32 “Phase Three Development” means the construction of one building that is approximately 250,000 square feet within the Property.

2.33 “WWTP Expansion” means the expansion of the 157th Ave. WWTP by the City to create a minimum of 3 mgd of additional treatment capacity.

5. AMENDMENT TO SECTION 5. Section 5 of the Agreement and all subsections therein are deleted in its entirety and replaced with the following:

5. OWNER’S OBLIGATIONS. The following obligations apply to the development of the Property:

5.1 OPERATIONAL LIMITATIONS. Owner agrees that the City’s obligation to serve up to 5 MGD of water to serve the Property is limited to the use of the Property solely for the operation of data centers and ancillary uses on the Property, and that should the Property be used for any other purpose, the City’s commitment to provide water to the Property is limited to the unit demand for the applicable usage class as reflected in the City of Goodyear Integrated Water Master Plan in effect at the time of development. Owner further agrees that only the Phase One Development, the Phase Two Development and the Phase Three Development will use direct evaporative cooling (water cooled), and all additional buildings developed on the Property will use air-cooled chillers (non-water cooled).

5.2. UTILITY SERVICE GENERAL TERMS. As a condition of the City providing water related services to the Property and subject to the terms and conditions set forth herein, Owner agrees to obtain all wastewater services, which shall include industrial discharge, from the City, and except as otherwise provided herein, all CWD generated by operations within the Property shall be delivered to the 157th Ave. WWTP. All CWD delivered to the 157th Ave. WWTP shall comply with all applicable federal, state, county and local requirements, including the state’s industrial conservation requirements, and, except as provided in the Temporary Solution described in below, all CWD delivered to the 157th Ave. WWTP shall have a maximum level of TDS of the greater of 1400 mg/L or double

the concentration of TDS in the water delivered to the Property (the “CWD Quality Standards”).

5.2.1 All domestic sewage generated from all operations on the Property shall be delivered to the 157th Ave. WWTP through the Existing Transmission Line; and, after the Dedicated Discharge Line has been completed, all CWD delivered to the 157th Ave. WWTP shall be delivered through the Dedicated Discharge Line.

5.2.2 For as long as Owner discharges CWD into the 157th Ave. WWTP, Owner shall, in accordance with the provisions of Chapter 12(A) (Sewer Pretreatment) of the Goodyear City Code, obtain and maintain a wastewater discharge permit issued by the City for the discharge of CWD to the 157th Ave. WWTP. and comply with the terms of such permit.

5.2.2 In the event that the TDS level of the CWD exceeds the maximum levels set forth herein, on more than five (5) days within any 12-month rolling period (“High TDS Event”), the City may, without liability to the City, elect to: (a) temporarily terminate water service to the Property, (b) temporarily withhold any pending building permits for additional buildings on the Property (c) withhold certificates of completion, temporary certificates of occupancy and/or permanent certificates of completion, and/or require Owner to identify and construct infrastructure improvements that will eliminate future High TDS Events. The termination of water service to the Property shall be a last result employed only in the following situations: (a) there have been multiple High TDS Events; (b) continued High TDS Events will continue to occur because of the time it would take Owner to complete remedial actions needed to ensure that future High TDS Events will not occur; and (c) Owner has failed to timely complete infrastructure improvements identified as being needed to ensure that future High TDS Events will not occur. City and Owner agree to reasonably cooperate and work in good faith to agree upon and implement reasonable procedures or requirements necessary to avoid additional High TDS Events, to restore water service to the buildings on the Property where service has been temporarily terminated, and to allow for the issuance of any withheld building permits, certificates of completion, temporary certificates of occupancy and certificates of occupancy.

5.3 OWNER’S GENERAL INFRASTRUCTURE OBLIGATIONS. As a condition of the City providing water and wastewater services to the Property, Owner agrees as follows. Owner shall be responsible for constructing and operating, at Owner’s sole cost, all facilities and improvements, including on-site treatment and storage facilities as may be needed for Owner to comply with applicable federal, state, county, local requirements, including the state’s industrial conservation requirements, and to ensure that the maximum level of

TDS in CWD delivered to the 157th Ave. WWTP do not exceed the maximum levels of TDS set forth in this Agreement. Owner shall either design and construct, at Owner's sole cost, all Necessary Utility Infrastructure Improvements or make an in-lieu payment, if required by the City Engineer or his designee for the cost of such Necessary Utility Infrastructure Improvements. In addition, Owner shall, at Owner's sole cost, acquire and convey to the City easements and/or right-of-way needed for such Necessary Utility Infrastructure Improvements.

5.4 DEVELOPMENT REGULATIONS. Except as otherwise expressly provided in this Agreement or in any other written agreement between the City and Owner and subject to the terms and conditions of this Agreement, the Parties agree that the development of the Property shall be governed by the Development Regulations in effect when the specific Development Application is approved. For example, future applications for rezoning, future site plans, future plats, construction permits, and/or building permits shall be subject to the Development Regulations in effect when the Development Application is approved.

5.5 REQUIREMENTS NOT ADDRESSED. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from complying with the City's requirements concerning the development process, including by way of example but not limitation, complying with procedures and processes governing submission requirements for zoning, preliminary subdivision plats, final subdivision plats and/or site plans, and paying all applicable costs, permit fees, development fees, application fees, and taxes.

5.6 FUTURE CONDITIONS AND APPROVALS. The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional restrictions, requirements, contributions, conditions or the like for the development of the remaining portion of Property that may be allowed by law and consistent with the Development Regulations, unless expressly addressed herein. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Property that would be in addition to those approvals the City has already provided to the Property provided, however, such approvals have not already expired or been terminated, do not expire or terminate pursuant to the terms of this Agreement, or are not revoked or terminated because of a breach of this Agreement. Regardless of whether the action or payment is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action or make any payments if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action or payment until the City Council has taken the required formal action and has approved the action or

payment. The Parties agree that nothing in this Agreement shall affect the City's legislative authority to approve or deny zoning or other development related applications, including applications for preliminary and/or final plats and/or site plans, or the City's legislative authority to impose conditions on the development of the Property. Finally, the Parties agree that except as otherwise expressly provided herein, nothing in this Agreement shall restrict the Owner's rights to object to and pursue all legal remedies to obtain relief from any future conditions, stipulations, policies, procedures, resolutions or ordinances imposed by the City that Owner deems are illegal and/or beyond the scope of the City's statutory authority as applied to the Property, or from filing any future entitlements-related application, pursuing any process, or seeking any interpretation, determination, or decision, administrative, quasi-judicial, legislative, or otherwise, affecting the development of the Property related to future conditions, stipulations policies procedures, resolutions or ordinances, including but not limited to variances, interpretation requests, and/or appeals of City-decisions with respect to matters relating to the development of the Property.

5.7 DEVELOPMENT IMPACT FEES. Except as expressly provided herein, nothing in this Agreement is intended to relieve Owner of paying all applicable development impact fees, including water and wastewater impact fees, and Owner shall pay all applicable development impact fees when they become due in the development process.

5.8 WATER RESOURCE FEE. Owner shall not be responsible for the payment of Water Resources Fees provided Owner develops the Property such that Owner's facilities return to the City, in the form of industrial discharge, fifty percent (50%) of the potable water delivered to the Property treated to a level that the treated industrial discharge could be used as a raw water source to be delivered and processed at the City's surface water treatment plant. Should Owner's plans change such that the City will not be receiving, in the form of industrial discharge, fifty percent (50%) of the potable water delivered to the Property treated to a level that the treated industrial discharge could be used as a raw water source, Owner shall be responsible for payment to the City of Water Resources Fees, the cost of which will be determined and assessed when additional water supplies are requested.

6. AMENDMENT TO SECTION 6. Section 6 of the Agreement and all subsections therein are deleted in its entirety and replaced with the following:

6. WATER AND WASTEWATER INFRASTRUCTURE. As set forth in section 5 above, Owner is required to either design and construct, at Owner's sole cost, all Necessary Utility Infrastructure Improvements or, if required by the City Engineer or

designee, make an in-lieu payment for the cost of such Necessary Utility Infrastructure Improvements.

6.1 Phase One Development. The following infrastructure improvements have been determined to be Necessary Utility Infrastructure Improvements for the development of the Phase One Development are as follows:

6.1.1 a new 16-inch water line within the Litchfield Road right-of-way that connects to an existing 12-inch water line located approximately 850 feet south of Lower Buckeye Road and that extends south to Broadway Road right-of-way and those appurtenances as may be required by applicable Development Regulations (the "Litchfield Water Line"); and

6.1.2 a new 16-inch water line within the Broadway Road right-of-way that connects to the Litchfield Water Line at Litchfield Road and extends west to Bullard Avenue right-of-way, connecting to the existing 12-inch water line within Bullard Avenue and those appurtenances as may be required by applicable Development Regulations (the "Broadway Water Line"); and

6.1.3 a new 16-inch water line along the western boundary of the Property that connects to the Broadway Water Line and extends north to West El Sol connecting the existing 12-inch water lines within West El Sol and South La Cometa and those appurtenances as may be required by applicable Development Regulations (the "La Cometa Water Line").

6.1.4 a new 12-inch gravity sewer line within the Broadway Road right-of-way adjacent to the entire southern boundary of the Property and appurtenance as may be required by applicable Development Regulations (the "12-Inch Broadway Sewer Line"); and

6.1.5 a new 15-inch gravity sewer line within the Broadway Road right-of-way that connects to the 12-Inch Broadway Sewer Line and extends west to Bullard Avenue connecting to the existing 12-inch sewer line within Bullard Avenue and the existing 15-inch sewer line within Broadway Road and appurtenance as may be required by applicable Development Regulations (the "15-Inch Broadway Sewer Line"); and

6.1.6 The obligation to construct the foregoing includes the construction of any other Additional Required Phase One Infrastructure improvements that may be required because of the construction of the foregoing infrastructure improvements. This includes by way of example, the construction of all improvements required to cure any conflicts that may arise because of the construction of the foregoing, such as the need to relocate existing utility lines or existing drainage facilities.

6.2 Phase Two Development. The Temporary Solution discussed below identifies the infrastructure improvements required for the Phase Two Development.

6.3 Phase Three Development. Owner is seeking a permit for the Phase Three Development prior to the completion of an update to the Carollo Study and at a time when there is no capacity at the 157th Ave. WWTP to accept discharges from the Property to the 157th Ave. WWTP in excess of 500,000 gpd until the WWTP Expansion is completed. Accordingly, the following terms and conditions shall apply with respect to the Phase Three Development.

6.3.1 All CWD generated from all development within the Property at Full Build-Out in excess of 500,000 gpd, which includes CWD generated by the operations of the Phase Three Development, shall be stored on the Property until such time as the WWTP expansion has been completed and additional treatment capacity is available to accept additional flows from the Property. Following the completion of the WWTP Expansion, all CWD generated from all development within the Property at Full Build-Out shall be delivered to the 157th Ave. WWTP through the Dedicated Discharge Line and the domestic sewage shall be delivered to the 157th Ave. WWTP through the Existing Transmission Line.

6.3.2 On or before August 31, 2024, Owner shall have submitted to and received the approval of the City an Updated Carollo Study that complies with the requirements set forth in the Carollo Study Update Scope of Work attached hereto as Exhibit 2. No temporary certificates of occupancy or permanent certificates of occupancy shall be issued for the Phase Three Development until the updated study referred to herein is completed and approved by the City Engineer or designee.

6.3.3 Prior to the issuance of a building permit for the Phase Three Development, Owner shall make an in-lieu payment of thirty-six million dollars (\$36,000,000), which represents an estimated cost on a per gallon basis for the treatment capacity required to treat all CWD generated from the operations on the Property at Full Build-Out (the "In-Lieu Payment for WWTP Expansion"). The payment is based on the \$90,000,000 the City has programmed for the expansion of the 157th Ave. WWTP which will generate an additional 3,000,000 gallons per day of treatment capacity and the estimated treatment capacity needed to serve the Property at Full Build-Out of 1,200,000 gpd. If the actual cost of the expansion, on a per gallon per day basis, exceeds the amount paid and/or if the amount of treatment capacity needed to serve the Property at Full Build-Out, as determined by the Updated Carollo Study that complies with the requirements set forth in the Carollo Study Update Scope of Work attached hereto as Exhibit 2, Owner agrees to remit to the City the difference between what was paid and what was owed. If the actual cost of the expansion, on a per gallon per day

basis, is less than the amount paid and/or the amount of treatment capacity needed to serve the Property at Full Build-Out is less than 1,200,000 gpd, the City agrees to reimburse Owner the difference between what was paid and what was owed. Following the completion of the expansion of the 157th Ave. WWTP, the City agrees to provide wastewater services to the Property in the amount of the capacity attributable to the in-lieu payment provided herein. For example, if Owner made an in-lieu payment to cover the cost of 1.2 mgd of treatment capacity, the City will accept up to 1.2 mgd of CWD from the Property. The City shall not charge the portion of wastewater development impact fees attributable to the 157th Ave. WWTP and following the City's receipt of the in-lieu payment described herein, the City shall reimburse Owner for the portion of any wastewater development impact fee collected for development within the Property attributable to the 157th Ave. WWTP. If an additional payment is owed hereunder, the City shall be entitled to withhold future building permits, certificates of completion, temporary certificates of occupancy and certificates of occupancy requested for future development on the Property. Upon completion the WWTP Expansion and the City's receipt of the payment as it may be adjusted referred to herein, the treatment capacity for which Owner paid shall be available to serve the Property. For example, if it is determined that the treatment capacity needed to serve the Property at Full Build-Out is 1,200,000 and Owner made the payment, as it may be adjusted, described herein, Owner shall be entitled to deliver up to 1,200,000 of CWD and domestic sewage to the 157 Ave. WWTP following the completion of the WWTP Expansion.

6.3.4 Prior to the issuance of a building permit for the Phase Three Development, Owner shall deposit with the City a cash deposit of \$5,000,000 for the estimated costs of the Dedicated Discharge Line and water lines needed to deliver the maximum peak daily water supply needed for all development within the Property at Full Build-Out (the "Financial Assurance Deposit"). Because the updated study referred to herein will not have been completed, the deposit required herein is based on a very rough estimate by the City Engineer or designee of the costs of installing 12,000 linear feet of sewer line for the Dedicated Discharge Line and 6,000 linear feet of water lines staff anticipates will be needed for the delivery of the maximum peak daily water supply needed to serve all development within the Property at Full Build-Out. Following the completion of the updated study and prior to the issuance of any permits for the construction of the Dedicated Discharge Line and the water lines, Owner shall obtain an engineer's estimate of the costs of constructing the Dedicated Discharge Lines and the water lines identified in the updated study required to deliver the maximum peak daily water supply needed to serve all development within the Property at Full Build-Out; and, upon approval of the engineer's estimate by the City Engineer or designee, the Parties shall establish an escrow funded by the deposits paid to the City and any additional amounts

needed to make up the difference between the engineer's estimate of the improvements and the deposits, which are to be funded by the Owner. The escrow shall allow Owner, subject to the approval of the City Engineer or designee, to draw upon the funds to pay for the construction of such improvements.

6.3.5 Prior to the issuance of a building permit for the Phase Three Development, Owner shall deposit with the City a cash deposit of \$800,000 for the estimated costs the City will incur pursuant to contract(s) the City will enter to retain the services of the Designated Representative for a two-year period as described below. The City will use the \$800,000 to pay the costs incurred under such contract(s), and at the end of the two-years, the City will either return the portion of the \$800,000 deposit not used to pay for the services of the Designated Representative, if any remains or invoice Owner for the costs the City incurs under the contract(s) entered for the services of the Designated Representative in excess of the \$800,000 deposit, which Owner shall pay with 45 days of the date of the invoice.

6.3.6 By August 31, 2024, Owner, at Owner's sole cost, shall have completed the construction of the Dedicated Discharge Line and the improvements needed so that CWD from the Phase One Development and Phase Two Development, up to a maximum of 500,000 gallons per day, can be delivered to the 157th Ave. WWTP through the Dedicated Discharge Line identified in the updated study. No certificate of completion, temporary certificate of occupancy or permanent certificate of occupancy shall be issued for the Phase Three Development until the Dedicated Discharge Line has been completed and accepted by the City Engineer or designee, subject to completion of the two-year warranty period.

6.3.7 Owner shall complete all improvements identified in the Updated Carollo Study as needed to isolate the CWD from domestic sewage so that all CWD generated from the operations of the Phase One Development, the Phase Two Development and the Phase Three Development will be conveyed to the 157th Ave. WWTP through the Dedicated Discharge Line and all domestic sewage generated from the operations of the Phase One Development, the Phase Two Development and the Phase Three Development will be conveyed to the 157 Ave. WWTP through the Existing Transmission Line. No certificate of completion, temporary certificate of occupancy or permanent certificate of occupancy shall be issued for the Phase Three Development until the improvements described herein have been completed.

6.3.8 Owner shall complete the construction of all water lines identified in the Updated Carollo Study as being needed to deliver the maximum peak daily water supply for all development within the Property at Full Build-Out to the Property. No certificate of completion, temporary certificate of

occupancy or permanent certificate of occupancy shall be issued for the Phase Three Development until the water lines identified in the Updated Carollo Study have been completed and accepted by the City Engineer or designee, subject to completion of the two-year warranty period.

6.3.9 Prior to issuance of a certificate of completion, a temporary certificate of occupancy or a permanent certificate of occupancy for the Phase Three Development Owner, shall have completed the construction of all On-Site Storage Facilities identified in the Updated Carollo Study that will be needed to store CWD that will be generated by all development within the Property at Full Build-Out in excess of 500,000 gpd until WWTP Expansion has been completed.

6.3.9.1 If the On-Site Storage Facilities referred to above include Evaporation Ponds, the design and construction of the Evaporation ponds shall comply with all applicable Development Regulations and the design and construction of the Evaporation Ponds on the Property, including compliance with all Development Regulations. Further, Owner's design, construction, and operation of the Evaporation Ponds shall be consistent with and meet the requirements set forth in that Wildlife Hazard Management Plan for PHX12-14 Data Center Evaporation Ponds, dated November, 2022, by Jacobs, and approved by the City of Goodyear on December 22, 2022, a copy of which is attached hereto as Exhibit 3. The failure to comply with such requirements shall be considered a breach of this Agreement and the City, shall be entitled, in addition to all other remedies available to it under the law and equity, to withhold building permits for future development within the Property until assurances have been provided by Owner that Owner has cured any breach and has taken measures to insure future compliance with the requirements of the Phoenix/Goodyear Airport.

6.3.9.2 The design, construction, and operation of the Evaporation Ponds may be modified by Owner so long as the final designs for the same are approved by the City Engineer or Designee and the Phoenix/Goodyear Airport and are otherwise in compliance with the requirements of the Agreement.

6.3.10 Prior to issuance of a certificate of completion, a temporary certificate of occupancy or a permanent certificate of occupancy for the Phase Three Development Owner shall have completed all on-site improvements identified in the Updated Carollo Study as being needed to meet applicable CWD Quality Standards.

6.3.11 Prior to issuance of a certificate of completion, a temporary certificate of occupancy or a permanent certificate of occupancy for the Phase Three Development Owner shall have completed all improvements identified in the Updated Carollo Study as being needed so that all CWD from the Phase One Development and Phase Two Development and Phase Three Development can be delivered to the 157th Ave. WWTP through the Dedicated Discharge Line.

6.3.12 Prior to the issuance of a certificate of completion, a temporary certificate of occupancy or a permanent certificate of occupancy for the Phase Three Development, Owner shall remit to the City a Water Resources Fee if the updated Carollo Study determines that the annual water demand for all development within the Property at Full-Build-Out exceeds the Type 1 Grandfathered Non-Irrigation Right owned by Owner.

6.3.13 Prior to the issuance of a certificate of completion, a temporary certificate of occupancy or a permanent certificate of occupancy for the Phase Three Development Owner, the berming and landscaping mitigation on the east and west property lines of the Property, as shown on the PHX10-11 Sight Visibility and Mitigation exhibit dated November 18, 2018 and attached to the PAD Overlay, shall be extended from the limits of the berming and landscaping mitigation installed by Owner with the Phoenix One Development and the Phoenix Two Development, to a distance of 100 feet north of the northern boundary of the Property.

6.3.14 Upon completion of the expansion of the 157th Ave. WWTP The City shall deliver written notice to Owner (the "City Completion Notice") that the City has completed the expansion of the 157th Ave. WWTP such that the City has sufficient capacity to receive the CWD from the Phase One Development, the Phase Two Development, and the Phase Three Development. Within ninety (90) days following receipt of the City Completion Notice, Owner shall begin discharging all CWD generated from the operations of the Phase One Development, the Phase Two Development, and the Phase Three Development to the 157th Ave. WWTP through the Dedicated Discharge Line. All CWD discharges shall comply with all applicable federal, state, county and local requirements, including the state's industrial conservation requirements, for discharges of wastewater, and the level of TDS in the CWD being delivered to the 157th Ave. WWTP shall not exceed the higher of 1,400 mg/L or double the TDS level of the incoming water from the City.

6.4 TEMPORARY SOLUTION. Subject to the terms and conditions set forth herein in this Section 6.4 and all subsections herein, the City agrees that the following temporary solution for the disposal of CWD generated from the operations of the Phase One Development, the Phase Two Development and the Phase Three Development shall apply to discharges of CWD generated from the

operations of the Phase One Development, the Phase Two Development, and the Phase Three Development until the WWTP Expansion has been completed.

6.4.1 Until August 31, 2024 or the date the Dedicated Discharge Line is completed, whichever is earlier, Owner shall be entitled to deliver no more than 500,000 gallons per day of CWD generated from the operations of the Phase One Development and the Phase Two Development and the Phase Three Development through the Existing Transmission Line to the 157th Ave. WWTP.

6.4.2 Upon completion of the Dedicated Discharge Line, all discharges of CWD to the 157th Ave. WWTP allowed in this Section 6.4 and all subsections therein shall be delivered through the Dedicated Discharge Line.

6.4.3 All CWD delivered to the 157th Ave. WWTP shall comply with all applicable federal, state, county and local requirements, including the state's industrial conservation requirements, for discharges of wastewater and with the terms of the wastewater discharge permit issued to Owner by the City; and until the WWTP Expansion has been completed, the maximum TDS in the CWD that may be delivered to the 157th Ave. WWTP is temporarily increased to 2853 mg/L.

6.4.4 Owner will install one or more flow meters on the Property, monitor instantaneous and aggregate daily flows of discharge from the Phase One Development and the Phase Two Development. The City will install its own flow meter at a location outside of Microsoft's improvements in order to provide the City real-time electronic access to the instantaneous and aggregate daily flows of discharge from the Phase One Development, the Phase Two Development, and the Phase Three Development. Microsoft agrees to reimburse the City for the reasonable costs and expenses actually incurred to install the City's flow meter.

6.4.5 Upon completion of the WWTP Expansion, the maximum level of TDS in the CWD delivered to the 157th Ave. WWTP shall be limited to the greater of 1400 mg/L or double the concentration of TDS in the water delivered to the Property.

6.4.6 If the Dedicated Discharge Line is not completed by August 31, 2024 or if the improvements needed for CWD generated from the Operations of the Phase One Development, the Phase Two Development and/or the Phase Three Development to be discharged to the Dedicated Discharge Line by August 31, 2024, Owner shall not be allowed to deliver CWD generated from the operations of the Phase One Development, the Phase Two Development, and the Phase Three Development through the Existing Transmission Line. Instead, Owner shall be required to store all

CWD generated from the operations of the Phase One Development, the Phase Two Development, and the Phase Three Development in On-Site Storage Facilities located within the Property; and the City shall be entitled to take all actions, without liability to the City, to ensure that no CWD from the Phase One Development, the Phase Two Development and/or the Phase Three Development enters the Existing Transmission Line.

6.4.7 In the event that Owner's industrial discharge from the Phase One Development, the Phase Two Development and the Phase Three Development in aggregate, exceeds 500,000 gallons per day (a "Discharge Overflow Event"), the following will apply: (a) Owner will pay the City the sum of \$5,000 per day on which any Discharge Overflow Event occurs; (b) Owner will reimburse the City for the actual costs incurred to remediate each Discharge Overflow Event; (c) Owner will protect, defend, indemnify and hold harmless the City, its elected officials, directors, managers, employees, representatives, and agents against any and all third party claims that may be asserted against the City directly caused by the occurrence of a Discharge Overflow Event; and (d) Owner will reimburse the City for any regulatory fines paid by the City for each Discharge Overflow Event.

6.4.8 In the event that Owner discharges CWD to the 157th Ave. WWTP through the Existing Transmission line after either the Dedicated Discharge Line is complete or after August 31, 2024 ("Discharge Violation"), the following applies: (a) Owner shall pay the City the sum of \$10,000 per day on which any Discharge Violation occurs; (b) Owner shall reimburse the City for the actual costs incurred to remediate each Discharge Violation; and (c) Owner will protect, defend, indemnify and hold harmless the City, its elected officials, directors, managers, employees, representatives, and agents against any and all third party claims that may be asserted against the City directly caused by the occurrence of a Discharge Violation. In addition, if the Discharge Violation continues for more than five days, the City shall be entitled, without liability to the City, to terminate delivery of water supplies to the Property.

7. **AMENDMENT TO SECTION 8.** Section 8 of the Agreement and all subsections therein are deleted in its entirety and replaced with the following: *RESERVED*

8. **AMENDMENT TO SECTION 9.** Section 9 of the Agreement (Limitation on Phase One Infrastructure) is amended as follows: The reference to Section 8 is hereby deleted.

9. **AMENDMENT TO SECTION 12.** Section 12 of the Agreement (Owner's Obligation for Phase One Improvements) is amended as follows: The reference to Section 8 is hereby deleted.

10. **AMENDMENT TO SECTION 13.** Section 13 of the Agreement (Condemnation) is amended as follows: The reference to Section 5.2 is replaced with Section 5.3.

11. AMENDMENT TO SECTION 13.2. Section 13.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

13.2 The City shall not be required to exercise its power of eminent domain to acquire easements for the water and/or sewer lines Owner is required to construct if such lines can physically be located within existing City right-of-way, some other governmental owned and/or controlled right-of-way, and/or easements within the Property but Owner chooses to locate the lines elsewhere. In such cases, Owner shall be responsible for acquiring, and conveying to the City, at no cost to the City, easements, in a form acceptable to the Goodyear City Attorney or his designee, as may be needed for the water and sewer lines Owner is required to construct. Such easements shall be in a location acceptable to the City Engineer or designee.

12. AMENDMENT TO SECTION 16.2. Section 16.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

16.2 No building permits, shall be issued for future buildings on the Property following the issuance of a building permit for the Phase Three Development as provided herein, until all of the following have occurred: (a) the City has identified the Additional Necessary Utility Infrastructure Improvements required for the City to provide water service and wastewater service, including the disposal of industrial discharge, to the structures for which the building permits are being sought and (b) the City and Owner have entered into an amendment of this Agreement or a new agreement that, at a minimum, includes: the terms identified in Section 19 of this Agreement; identifies the Additional Necessary Utility Infrastructure Improvements Owner is required to purchase, design construct and install or cause to be purchased, designed, constructed and installed for the City to provide water service and wastewater, including the disposal of industrial discharge to the structure(s) for which the building permit(s) are being sought, that addresses the timing for the completion of such infrastructure; (c) all of the requirements that have to be satisfied for a certificate of completion, temporary certificate of occupancy and a permanent certificate of occupancy for the Phase Three Development have been satisfied, which includes by way of example, but not limitation, satisfaction of all of the requirements set forth in Section 6.3 and all subsections therein as it has been amended by this Third Amendment.

16.2.1 Subject to compliance with all applicable Development Regulations, City agrees to issue all appropriate building permits for the Phase Three Development upon approval of the Development Application for the same and satisfaction of the following conditions: (a) the City's receipt of the in-lieu payment described in Section 6.3.3, the In-Lieu Payment for WWTP Expansion; (b) the City's receipt of the deposit described in Section 6.3.4 (the "Financial Assurance Deposit") and (c) the City's receipt of the deposit described in Section 6.3.5 (the "Designated Representative Deposit").

13. AMENDMENT TO SECTION 16.3. Section 16.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

16.3 No certificates of completion and/or certificates of occupancy shall be issued for any other structure on the Property unless the City Engineer has determined that all of the On-Site and Off-Site infrastructure needed for the City to provide water service, and wastewater service to the structures for which the certificate of completion and/or certificate of occupancy is being sought has been completed. All Off-site infrastructure improvements shall be dedicated to the City and accepted by the City upon completion, and shall be considered complete when the City Engineer has accepted the improvements. Owner shall warrant the infrastructure improvements for two (2) years following the City's acceptance as set forth in the City's Engineering Design Standards and Policies Manual.

16.3.1 Certificates of completion, temporary certificates of occupancy and/or permanent certificates of occupancy shall be issued for the Phase One Development upon satisfaction of all Development Regulations applicable to the Phase One Development and of all applicable requirements in the Agreement as amended.

16.3.2 Certificates of completion, temporary certificates of occupancy and/or permanent certificates of occupancy shall be issued for the Phase Two Development upon satisfaction of all Development Regulations applicable to the Phase Two Development and of all applicable requirements in the Agreement as amended.

16.3.3 Certificates of completion, temporary certificates of occupancy and/or permanent certificates of occupancy shall be issued for the Phase 3 Development Agreement upon satisfaction of all Development Regulations applicable to the Phase Three Development and of all applicable requirements in the Agreement as amended. This includes by way of example, but not limitation, satisfaction of all of the requirements set forth in Section 6.3 and all subsections therein as it has been amended by this Third Amendment.

14. AMENDMENT TO SECTION 17. Section 17 of the Agreement is hereby amended as follows: The reference to Phase One Development is replaced with the Property.

15. AMENDMENT TO SECTION 17.5. Section 17.5 of the Agreement is hereby amended as follows: The reference to Phase One Development is replaced with the Property.

16. AMENDMENT TO SECTION 17.8.3. Section 17.8.3 of the Agreement is hereby amended as follows: The reference to Phase One Development is replaced with the Property.

17.8.3 Owner and City agree that the current commercial large water usage rate of \$10.19 per thousand gallons adopted by the Goodyear City Council is a reasonable approximation

of the shared costs and reimbursement of the additional services the City will provide under the Well Sharing and/or Water Wheeling Agreements that will be entered into hereunder and associated services and the Owner and City agreement that the costs and fees payable by Owner under the Well Sharing and/or Water Wheeling Agreement entered into hereunder shall be the calculated in accordance with such rate and shall provide for an annual adjustment based on the percentage increase in the water and sewer maintenance category of the Consumer Price Index for all Urban Consumers (CPI-U) U.S. City average published by the Bureau of Labor Statistics. The City shall not impose any additional fees for the delivery of water to the Property other than the water usage rate provided for in this Section and incorporated into the Well Sharing and/or Water Wheeling Agreements to be entered hereunder. The foregoing limitation on additional fees is not intended, nor does it limit the City's ability to charge applicable federal, state, county and/or local taxes.

17. **AMENDMENT TO SECTION 31.** Section 31 of the Agreement is hereby deleted in its entirety and replaced with the following:

31. **DEFAULTS AND REMEDIES AND MEDIATION.** Any Party shall be in default under this Agreement ("Default") if it fails to satisfy any due and owing term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party ("Notice"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.

31.1 If a dispute arises out of or related to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If the dispute is not resolved within thirty (30) days of from the date a mediator is selected or appointed, the mediation will be deemed to have failed and the obligation hereunder satisfied; provided, however, if the Parties and the agreed upon mediator cannot in good faith schedule a meeting to mediate the dispute within the time stated in the foregoing clause, the period of time state in the foregoing clause shall be extended by an additional thirty (30) days. The terms of this Section 33 shall survive the expiration or earlier termination of this Agreement

18. **AMENDMENT TO SECTION 33.** Section 33 of the Agreement is hereby deleted in its entirety and replaced with the following:

33. **DESIGNATED REPRESENTATIVES.**

The City will enter into one or more contracts for a period of two-year to retain the services

of a person who will serve as the singular point of contact between Owner and City to coordinate and facilitate the development of the Property and the other property Owner is developing within the city known as PHX-70 (the "City Designated Representative"). Communications from Owner to the City regarding the requirements of the Agreement or development related activities shall be directed to the City Designated Representative. The City Designative Representative will be responsible for shepherding Owner's development projects through the City's development process and his or her responsibilities will include, by way of example, scheduling pre-application meetings; providing assistance with pre-submittal and pre-construction meeting; coordinating plan review preparation, development application submittals, and responses to comments to minimize delays in approvals; participating with City staff in the review of site plans, civil construction plans and building plans to understand City staff's concerns and what is required to address such concerns and communicating this information to Owner; coordinating meetings to review City staff concerns; coordinating requests for inspections, attending inspections, and communicating results of inspections to Owner; attending all meetings with outside agencies such as private utility companies, WAPA and Maricopa County Environmental Services Department, communicating the results of those meetings to City and Owner, and coordinating remedial actions, if any, needed to address concerns raised by these agencies; and creating and maintaining records of results of his or her coordination efforts, including taking notes and meeting minutes from all meetings. The City Designated Representative will direct his or her communications about Owner's development projects to the Owner Designated Representative.

Owner shall identify a Designated Representative as the singular point of contact between the City and Owner to coordinate and facilitate the development of the Property and the other property Owner is developing within the city known as PHX-70 (the "Owner Designated Representative"). Owner shall have an Owner Designated Representative during the entire time the City has a City Designated Representative. Communications from Owner to the City regarding the requirements of the Agreement or development related activities shall be made by the Owner Designated Representative. The Owner Designated Representative's responsibilities will include, by way of example, responding to communications from the City's Designated Representative; coordinating the resolution of issues arising during the development process with Owner's development team; and communicating Owner's concerns about the development process and issues that have arisen.

Each Party shall notify the other in writing of the name of their respective Designated Representatives and their contact information. Either Party may change its Designated Representative under this Agreement at any time by written notice to the other party at least ten (10) business days before the change is to take effect.

19. Owner and City agree to amend the Well Sharing and Water Transportation Agreement for PHX 10-11 that Owner and the City entered pursuant to the Agreement as may be needed to conform to the amendments made to Section 17 of the Agreement.

20. Although Owner will be storing certain amounts of CWD on the Property prior to

the completion of the WWTP expansion, Owner agrees to pay the fees for wastewater as if the CWD were being discharged to the 157th Ave. WWTP. The City agrees it will not charge additional fees for the delivery of the CWD stored on the Property to the 157th Ave. WWTP when the stored CWD is delivered to the 157th Ave. WWTP.

GENERAL TERMS

21. **ENTIRE AGREEMENT.** This Third Amendment and the exhibit(s) referred to herein and attached hereto, along with the unchanged provisions in the Agreement constitute the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between the Parties, and/or by or between any of the Parties and any third parties. This Third Amendment shall be deemed to amend and supersede the Agreement with respect to all terms, provisions and changes set forth in this Third Amendment. To the extent of any conflict between this Third Amendment and the Agreement, this Third Amendment shall control. Except as amended by this Third Amendment, all terms, provisions and conditions of the Agreement shall remain in full force and effect.

22. **AMENDMENTS.** The Agreement and this Third Amendment thereto, may not be changed modified or rescinded except in writing as agreed to and signed by the Parties hereto and approved by a Resolution of the Mayor and Council of the City of Goodyear.

23. **SECTION HEADINGS.** The section headings contained in this Third Amendment are for convenience in reference only and are not intended to define or limit the scope of any provision of this Third Amendment.

24. **FAIR INTERPRETATION.** The terms and provisions of this Third Amendment represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Third Amendment shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 24 shall survive the expiration or earlier termination of the Agreement.

25. **REPRESENTATIONS AND WARRANTIES OF OWNER.** As of the date of the execution of this Third Amendment, Owner represents and warrants the following:

25.1 **OWNERSHIP.** Owner is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder. Owner holds title free and clear of all monetary liens other than liens for taxes not yet due and payable.

25.2 **AUTHORIZATION.** Owner is qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to

enter into this Third Amendment as authorized by Owner, and Owner is not prohibited from executing this Third Amendment by any law, rule, regulation, instrument, agreement, order or judgment.

25.3 DUE DILIGENCE. Owner reviewed this Third Amendment and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City other than those expressly provided in this Third Amendment.

26. REPRESENTATIONS AND WARRANTIES OF CITY. As of the Third Amendment Effective Date of this Agreement, the City represents and warrants the following:

26.1 APPROVAL. City has approved this Third Amendment at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

26.2 AUTHORIZATION. City agrees that the persons executing this Third Amendment on behalf of City have been duly authorized to do so, and City is not prohibited from executing this Third Amendment by any law, rule, regulation, instrument, agreement, order or judgment.

27. COUNTERPARTS. This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Third Amendment may be executed and delivered by electronic transmission. A manually signed copy of this Third Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Third Amendment provided however, Owner shall deliver an original to the City for recordation by the City in the Official Records of Maricopa County.

28. PAGE NUMBERING. The page numbering of this document is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Third Amendment to Infrastructure Development Agreement for PHX 10-11 the City and Owner have caused this Third Amendment to Infrastructure Development Agreement for PHX 10-11 to be executed by their duly appointed representatives.

Signatures, Acknowledgments and Exhibits on Following Pages

OWNER:

Microsoft Corporation,
a Washington corporation

By: [Signature]

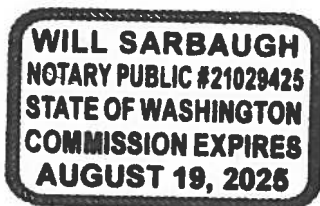
Name: ADITYA DALMIA

Its: CVP

State of Washington)
County of King) ss.

The Third Amendment to Infrastructure Development Agreement for PHX 10-11 by and between Microsoft Corporation, a Washington corporation and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this 27 day of February, 2023, by Aditya Dalmia, the CVP of Microsoft Corporation, a Washington corporation, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Microsoft Corporation, a Washington corporation.

[Signature]
Notary Public



Signatures, Acknowledgments and Exhibits Continued on Following Pages

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____ Wynette Reed
Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Third Amendment to Infrastructure Development Agreement for PHX 10-11 by and between Microsoft Corporation, a Washington corporation and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this _____ day of _____, 2023, by Wynette Reed, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.

Notary Public

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

Exhibits on Following Pages

Exhibit 1

Exhibit 2

Carollo Study Update Scope of Work

The Carollo Study Update shall:

- All infrastructure and Water Resources determinations shall be based on.
- Determine the annual water demand for all development within the Property at Full Build-Out based on the Phase One, Two, and Three Developments utilizing direct evaporative cooling (water cooled), with the data center buildings developed on the Property following the Phase Three Development utilizing air-cooled chillers (non-water cooled).
- Determine the peak daily water demand for all development within the Property at Full Build-Out (the “Peak Daily Water Demand”).
- Identify all water lines needed to deliver the Peak Daily Water Demand.
- Determine peak daily volume of CWD in gallons per day that will be generated for all development within the Property at Full Build-Out.
- Identify size of a Dedicated Discharge Line needed to transmit the maximum peak daily CWD that will be generated for all development within the Property at Full Build-Out.
- Identify all improvements needed to isolate the industrial discharges from domestic sewage and connect the industrial discharges to the Dedicated Discharge Line.
- Identify any on-site improvements needed to meet Ultimate Wastewater Discharge Requirements, as described below (on-site treatment, storage for blending, etc.).
- Identify all improvements needed so that CWD from the Phase One Development and Phase Two Development, which is currently being delivered to the 157th Ave. WWTP through an Existing Transmission Line, can be delivered to the 157th Ave. WWTP through the Dedicated Discharge Line.
- Identify the On-Site Storage Facilities needed to store CWD that will be generated by all development within the Property at Full Build-Out in excess of 500,000 gpd until the 157th Ave. WWTP has been expanded and can accept additional flows from the Property.

The completion of the foregoing Scope of Work shall be prepared based on the following assumptions and requirements:

- Following completion of the expansion of the 157th Ave. WWTP, all CWD generated from all development within the Property at Full Build-Out is to be delivered to the 157th Ave. WWTP through a Dedicated Discharge Line.
- The Phase One Development, Phase Two Development and Phase Three Development will use direct evaporative cooling (water cooled) with all other buildings to be developed on the Property using air-cooled chillers (non-water cooled).
- The operations of the Phase One Development, Phase Two Development and Phase Three Development will be limited to two (2) cycles of recirculation.
- All CWD delivered to the 157th Ave. WWTP shall comply with all applicable federal, state, county and local requirements, including the state's industrial conservation requirements, and, shall have a maximum level of TDS of the greater of 1400 mg/L or double the concentration of TDS in the water delivered to the Property (the Ultimate wastewater Discharge Requirements).
- All CWD generated from operations on the Property will be temporarily stored on the Property until the 157th Ave. WWTP has been expanded except for a maximum of 500,000 gpd of the CWD generated from the Phase One Development and the Phase Two Development.
- Once the Dedicated Discharge Line has been completed, a maximum of 500,000 gpd of CWD from the Phase One Development and the Phase Two Development shall be transmitted to the 157th Ave. WWTP through the Dedicated Discharge Line the domestic sewage from all development within the Property shall be discharged to the 157th Ave. WWTP through the Existing Transmission Line.
- The determination of the infrastructure needs set forth above shall comply with all applicable local, state, and federal rules, regulations, laws, and policies, including the requirements set forth in the City of Goodyear Engineering Design Standards and Policies Manual.

Exhibit 3

Wildlife Hazard Management Plan for PHX12-14 Data Center Evaporation Ponds, dated November, 2022, by Jacobs, and approved by the City of Goodyear on December 22, 2022

Is NOT recordable and therefore NOT recorded with this Development Agreement Amendment

Exhibit 3, Wildlife Hazard Management Plan for PHX12-14 Data Center Evaporation Ponds, dated November, 2022, by Jacobs, and approved by the City of Goodyear on December 22, 2022

is on file and can be viewed at the City of Goodyear City Clerk's Office
1900 N. Civic Square
Goodyear, AZ 85395

EXHIBIT 'A'

A PORTION OF LAND LOCATED WITHIN THE FINAL PLAT OF "AIRPORT COMMERCENTER SUBDIVISION NO. 4", ACCORDING TO BOOK 286 OF MAPS, PAGE 20, RECORDS OF MARICOPA COUNTY, ARIZONA, TOGETHER WITH ALL THAT PORTION OF LAND LOCATED WITHIN THE FINAL PLAT OF "AIRPORT COMMERCENTER SUBDIVISION NO. 2", ACCORDING TO BOOK 259 OF MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF BROADWAY ROAD ALSO BEING THE SOUTHEAST CORNER OF SAID SUBDIVISION "AIRPORT COMMERCENTER SUBDIVISION NO. 4";

THENCE NORTH $89^{\circ}53'31''$ WEST, 1350.40 FEET ALONG SAID RIGHT-OF-WAY LINE;

THENCE NORTH $89^{\circ}52'29''$ WEST, 1350.12 FEET CONTINUING ALONG SAID RIGHT-OF-WAY LINE;

THENCE NORTH $00^{\circ}01'11''$ WEST, 1270.64 FEET DEPARTING FROM SAID RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF SAID SUBDIVISION "AIRPORT COMMERCENTER SUBDIVISION NO. 2";

THENCE CONTINUING NORTH $00^{\circ}01'11''$ WEST, 1309.25 FEET ALONG THE WEST LINE OF AFOREMENTIONED SUBDIVISION;

THENCE SOUTH $89^{\circ}35'43''$ EAST, 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF LA COMETA;

THENCE ALONG SAID RIGHT-OF-WAY LINE FOR FOLLOWING SEVEN (7) CALLS;

THENCE NORTH $00^{\circ}06'22''$ WEST, 242.70 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 710.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $26^{\circ}03'44''$, AN ARC LENGTH OF 322.96 FEET;

THENCE NORTH $25^{\circ}57'22''$ EAST, 100.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $46^{\circ}19'41''$, AN ARC LENGTH OF 444.72 FEET;

THENCE NORTH $55^{\circ}55'59''$ EAST, 10.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE CENTER RADIUS BEARS SOUTH $69^{\circ}22'44''$ WEST, 560.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}25'22''$, AN ARC LENGTH OF 131.19 FEET;

THENCE NORTH $34^{\circ}02'38''$ WEST, 80.00 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED SUBDIVISION LOCATED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MC 85;

THENCE NORTH $55^{\circ}57'22''$ EAST, 2389.65 FEET ALONG SAID SOUTHEASTERLY LINE TO THE MOST NORTHERLY LINE OF AFOREMENTIONED SUBDIVISION;

EXHIBIT 'A'

THENCE SOUTH 89°10'28" EAST, 573.62 FEET ALONG SAID NORTHERLY LINE TO THE NORTHEAST CORNER OF AFOREMENTIONED SUBDIVISION;

THENCE SOUTH 00°52'11" EAST, 2614.19 FEET ALONG THE EAST LINE OF AFOREMENTIONED SUBDIVISION;

THENCE SOUTH 00°51'06" EAST, 1143.51 FEET CONTINUING ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF AFOREMENTIONED SUBDIVISION ALSO BEING THE NORTHEAST CORNER OF SAID SUBDIVISION "AIRPORT COMMERCENTER SUBDIVISION NO. 4";

THENCE SOUTH 00°51'06" EAST, 1423.35 FEET ALONG THE EAST LINE OF AFOREMENTIONED SUBDIVISION TO THE **POINT OF BEGINNING**.

EXCEPT "TRACT A" OF SAID SUBDIVISION "AIRPORT COMMERCENTER SUBDIVISION NO. 2".

DESCRIBED AREA ABOVE CONTAINS 12,216,780 SQUARE FEET OR 281.459 ACRES MORE OR LESS.

RYAN D. GILBERT, RLS
GILBERT LAND SURVEYING
4361 S SQUIRES LANE
GILBERT, AZ 85297
480-275-8020
PROJECT NO. 180201-LX2

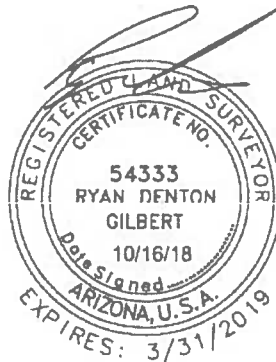
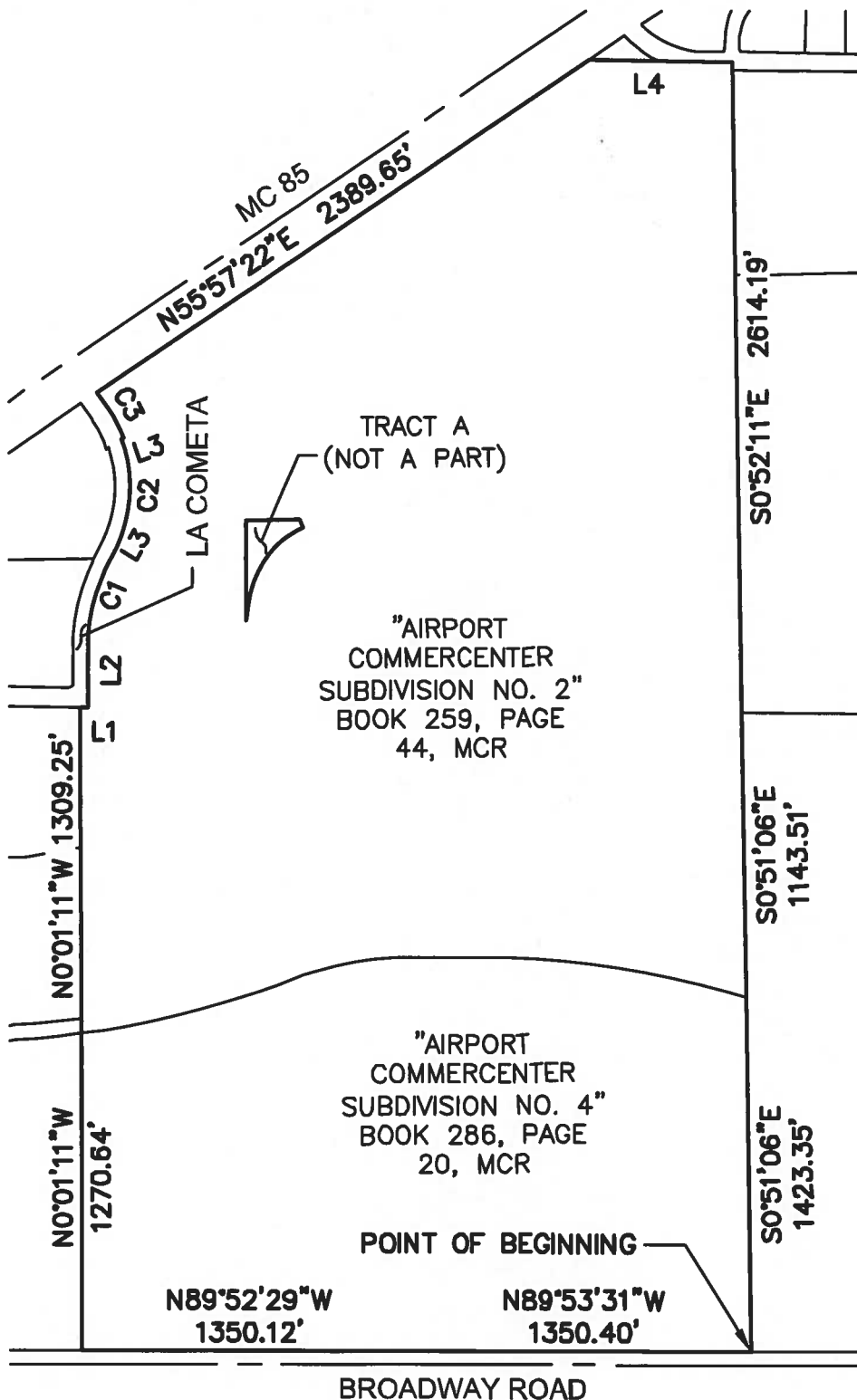
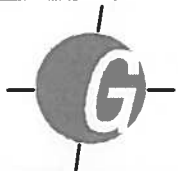


EXHIBIT 'B'



NOTE: THIS EXHIBIT IS
MEANT SOLELY AS A
REFERENCE TO THE
LEGAL DESCRIPTION TO
WHICH IT IS ATTACHED
AND IS NOT TO BE
CONSIDERED AS A
BOUNDARY SURVEY OR A
LOT COMBINATION MAP.

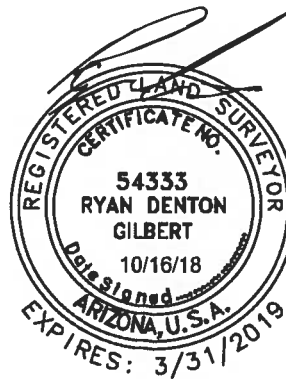


GILBERT LAND SURVEYING, PLC
4361 S. Squires Lane, Gilbert, Arizona 85297
Phone: (480) 275-8020 - info@gilbertsurvey.com

PROJ. NO.: 180201-LX2
PAGE: 1 OF 2 PAGES
DATE: 10/16/18

EXHIBIT 'B'

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00'	S89° 35' 43"E
L2	242.70'	N0° 06' 22"W
L3	100.62'	N25° 57' 22"E
L4	10.29'	N55° 55' 59"E
L5	573.62'	S89° 10' 28"E



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C1	322.96'	710.00'	26°03'44"	S12° 55' 30"W	320.18'
C2	444.72'	550.00'	46°19'41"	N2° 47' 32"E	432.70'
C3	131.19'	560.00'	13°25'22"	N27° 19' 57"W	130.89'



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 4361 S. Squires Lane, Gilbert, Arizona 85297
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PROJ. NO.: 180201-LX2
 PAGE: 2 OF 2 PAGES
 DATE: 10/16/18



Approved by City of Goodyear

12/22/22

22-62000008 - PHX13-14 DATA
CENTER - RO EXPANSION

Wildlife Hazard Management Plan
for
PHX12-14 Data Center Evaporation Ponds

Prepared for

Microsoft Corporation

5600 148th Ave NE
Redmond, WA 98052

Prepared by

Jacobs

1501 W Fountainhead Parkway, Suite 401
Tempe, AZ 85282

Final
November 2022

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Appendix B. MERLIN Bird Control Radar Systems (BCRS) Specification Sheet Example

Appendix C. Federal Aviation Administration Coordination

Appendix D. Equipment Maintenance and Monitoring Log

1.0 Introduction

Microsoft Corporation (Microsoft) plans to construct solar evaporation ponds for the PHX12-14 data centers in Goodyear, Arizona. The project area is adjacent to the Phoenix-Goodyear Airport (GYR) and the ponds have the potential to attract wildlife hazardous to aircraft, including flocking birds as well as large birds, such as waterfowl and shorebirds. Therefore, the Federal Aviation Administration (FAA) has requested that a wildlife hazard management plan (WHMP) be prepared. The purpose of this WHMP is to provide a project-specific program intended to decrease the potential risk of attracting hazardous wildlife to the adjacent aviation area.

2.0 Project Location

The project site is located at 14520 W. Broadway Road in Goodyear, Arizona, south of the Phoenix-Goodyear Airport and Maricopa Highway 85, east of S. La Cometa Road, west of S. El Cielo Road, and is bounded mainly by agricultural and industrial land. The PHX12-14 data centers and PHX09 RO treatment facility will be located in the same parcel (APN 500-07-984) as the existing PHX10 data center and PHX11 data center, which is currently under construction. The four duty-evaporation ponds will be located in the northern portion of the site (APN 500-07-989) with a spare pond located to the south (APN 500-07-984), adjacent to Maricopa County Highway 85 (MC 85) (**Figure 1**).

3.0 Project Description

Microsoft plans to construct three new data centers (PHX12, PHX13, and PHX14), construct a reverse osmosis (RO) water treatment facility, PHX09 to recycle water from the data center cooling systems for onsite reuse, and construct five evaporation ponds for the discharge of RO concentrate generated at the RO facility. The five evaporation ponds will be permitted under an Arizona Department of Environmental Quality (ADEQ) Type 3 Aquifer Protection General Permit for discharges to lined impoundments and authorized for construction and operation by Maricopa County, and the City of Goodyear. The focus of the project for the purpose of this WHMP is the construction and management of the evaporation ponds.

There will be four (4) duty ponds and one (1) spare pond that will be used to store and evaporate RO concentrate. The evaporation pond area is shown in **Figure 1**, with the data centers and RO facility located to the south of the boundary designated as the evaporation pond project area. Each pond will be a lined service impoundment using a lined secondary containment system based on the use of a dual-liner and leak detection system. Features included in the design are described in this project description. The Site Plan depicting the evaporation pond, RO facility, and data center locations is included in Appendix A.

3.1 Pond Design Features

The surface area of each duty pond will be 7.4 acres for a total of 29.6 acres for all four duty ponds combined. The ponds will be designed to accommodate the 100-year/24-hour flood



Figure 1. Project Location Map – Evaporation Pond Boundary

event (i.e., 3.4 inches of precipitation). The spare pond is designed with a bottom area of 3.92 acres and a top area of 5.08 acres. It is triangular in shape and will be located south of the four duty ponds. Each pond will be 8 feet deep with a working depth of 6 feet and an additional 2 feet of freeboard. The ponds will be equipped with a visual level/depth gage, instrumentation for remote level indication, instrumentation for automatic liner leak detection, actuated feed valve for remote fill/no fill control, and an access ramp for maintenance. Sides of the ponds will be sloped at a steep angle (i.e., 3:1).

Each pond will be constructed using a double liner system, with both the primary and secondary liner each comprised of 0.06-inch-thick high-density polypropylene (HDPE). The two liners will be separated by a 0.2-inch-thick geotextile net layer. Ponds will be equipped with a leak detection system. In the event of a pond liner leak, the plant control system will alarm and automatically close the pond fill valve. The system is designed to detect and respond to a leak in the upper liner, prior to leaking in the lower liner, thereby preventing leakage below the ponds into the underlying ground.

An existing 8-foot-tall site perimeter chain link fence prevents wildlife and public foot traffic into the site.

3.2 Pond Maintenance and Contingency Plan

If a leak is detected in any pond between the upper and lower liners, the pond will be immediately removed from service, and water in the pond will be manually transferred (pumped) to the spare pond. Once emptied, the liner manufacturer will be engaged to make necessary repairs to the upper liner. After repairs are completed, the pond will be placed back in service.

A spare evaporation pond has been designed as a contingency plan. The spare pond will be filled automatically through the plant control system if the level in the other ponds gets near the 6-foot mark. This is not anticipated to occur with the 30-year planned life of the ponds. The spare pond can also be used to transfer water from a problematic pond if necessary.

4.0 Overview of Wildlife Hazards to Aircraft

Based on data obtained from the National Wildlife Strike Database, there are several factors related to wildlife and aviation safety. The increase and advancements in air traffic have amplified the risk of potential strikes between aviation and wildlife. The amount of military and civilian air traffic has increased substantially worldwide (FAA and USDA, 2021). In addition, advancements in aerospace technology have enabled aircraft to become faster and quieter, making it difficult for birds to detect aircraft in time to avoid a collision. Planes are now using two engines that are more efficient than the engines previously used in four-engine planes, making aircraft more vulnerable when one engine goes down (FAA and USDA, 2021). Another factor is that the populations of many wildlife species commonly involved in strikes have increased markedly in the last few decades (FAA and USDA, 2021). As development has increased, the availability of natural or open areas that support these species has decreased. As a result of these factors, ongoing changes in the aviation industry, and changes in land use, the number of wildlife strikes on and near airports continues to increase worldwide. The FAA

wildlife strike database includes records for more than 231,000 strikes during the period from January 1, 1990, through 2020, but the FAA estimates that the database represents only a portion of the actual number of bird strikes that occurred during this period (FAA and USDA, 2021).

5.0 Wildlife Observations

In FAA AC 150/5200-33C, *Hazardous Wildlife Attractants on and Near Airports*, the FAA acknowledges that not all species pose the same risk to aircraft operations. The FAA states, "While many species of wildlife can pose a threat to aircraft safety, they are not equally hazardous" (FAA 2020). Some species may pose a greater risk to aircraft operations based on their size, behavior, abundance, or proximity to the airport and its associated airspace. The conventional guideline in assessing the threat to aviation posed by a specific species considers three priorities in descending order of severity:

- Large flocking birds, such as gulls or waterfowl;
- Small flocking birds, such as starlings; and
- Large singular birds, such as hawks or herons.

Large birds, due to their greater body mass, can strike an aircraft with greater impact and cause more damage to aircraft and affect flight. Birds that congregate in large flocks provide increased opportunities for a strike compared to solitary birds, and flocking birds have the capacity to disable more than one engine when a strike occurs. Therefore, field surveys were conducted and strike records downloaded to identify potentially hazardous species found in the project vicinity that could be attracted to a new water source.

5.1 Field Surveys

In accordance with FAA Advisory Circular 150/5200-38, three wildlife surveys were performed with at least 48 hours between survey events. One survey was conducted during each of the following times of day: early morning, midday, and early evening. All bird and mammal species observed or heard during a 5-minute period at each monitoring location were identified and counted, and their behaviors (e.g., perched, flying, loafing, foraging, swimming) were recorded.

Field surveys were conducted at ten points. Three locations were chosen at or very near the project area to identify species currently found in this area. Another seven survey points were selected within the project vicinity to view wildlife near attractants similar to this project (i.e., ponded surface water at parks, golf courses, and the Gila River). All survey points were located within 3.5 miles of the project area, as shown in **Figure 2**.

5.1.1 Survey Area

Survey points 1–3 were situated around the perimeter of the property boundary for the project area. The remainder of the points surveyed were adjacent to water features with the potential to attract similar hazardous wildlife as the evaporation ponds in the project area. The following is a brief description of each survey point:

-
- Survey Point 1: adjacent to a fallow agricultural field west of the project area
 - Survey Point 2: adjacent to a fallow agricultural field north of the project area
 - Survey Point 3: adjacent to a fallow agricultural field on the east side of the project area
 - Survey Point 4: adjacent to a pond east of the project area with emergent marsh vegetation in several locations along the perimeter
 - Survey Point 5: adjacent to a portion of the Gila River with ponded surface water and xeroriparian vegetation south of the project area
 - Survey Point 6: adjacent to a golf course lake southwest of the project area
 - Survey Point 7: adjacent to a pond at a ballpark where small to large fish and people fishing were observed northwest of the project area
 - Survey Point 8: adjacent to a retention pond immediately east of the Phoenix-Goodyear Airport north of the project area
 - Survey Point 9: adjacent to a golf course lake north of the project area
 - Survey Point 10: adjacent to a golf course lake northeast of the project area



Figure 2. Survey Point Locations

5.1.2 Survey Results

A total of three wildlife surveys were conducted for the project during which approximately 26 bird species were identified and 920 birds were recorded. Overall survey results are summarized in **Table 1**.

Table 1. Overall Abundance of Birds in the Areas Surveyed

Guild and Common Name	Scientific Name	Guild and Species Abundance	Guild and Species Relative Abundance
Blackbirds and Starlings		141	15.3%
European Starling	<i>Sturnus vulgaris</i>	3	0.3%
Great-tailed Grackle	<i>Quiscalus mexicanus</i>	138	15.0%
Doves and Pigeons		643	69.9%
Eurasian Collared-Dove	<i>Streptopelia decaocto</i>	2	0.2%
Mourning Dove	<i>Zenaida macroura</i>	430	46.7%
Rock Pigeon	<i>Columba livia</i>	29	3.2%
White-winged Dove	<i>Zenaida asiatica</i>	182	19.8%
Raptors		2	0.2%
Burrowing Owl	<i>Athene cunicularia</i>	1	0.1%
Turkey Vulture	<i>Cathartes aura</i>	1	0.1%
Shorebirds		36	3.9%
Black-crowned night heron	<i>Nycticorax nycticorax</i>	2	0.2%
Black-necked stilt	<i>Himantopus mexicanus</i>	4	0.4%
Great Blue Heron	<i>Ardea herodias</i>	3	0.3%
Killdeer	<i>Charadrius vociferus</i>	20	2.2%
Snowy egret	<i>Egretta thula</i>	7	0.8%
Songbirds		26	2.8%
Black Phoebe	<i>Sayornis nigricans</i>	1	0.1%
House Finch	<i>Haemorhous mexicanus</i>	19	2.1%
Northern Mockingbird	<i>Mimus polyglottos</i>	2	0.2%
Unidentified Hummingbird	<i>Trochilidae (gen, sp)</i>	2	0.2%
Verdin	<i>Auriparus flaviceps</i>	2	0.2%
Waterfowl and Waterbirds		42	4.6%
American Coot	<i>Fulica americana</i>	11	1.2%
Double-crested cormorant	<i>Phalacrocorax auritus</i>	27	2.9%
Mallard	<i>Anas platyrhynchos</i>	4	0.4%
Other		30	3.3%
Cliff Swallow	<i>Petrochelidon pyrrhonota</i>	19	2.1%
Gambel's Quail	<i>Callipepla gambelii</i>	1	0.1%

Table 1. Overall Abundance of Birds in the Areas Surveyed

Guild and Common Name	Scientific Name	Guild and Species Abundance	Guild and Species Relative Abundance
Gila Woodpecker	<i>Melanerpes uropygialis</i>	2	0.2%
Greater Roadrunner	<i>Geococcyx californianus</i>	1	0.1%
Lesser nighthawk	<i>Chordeiles acutipennis</i>	7	0.8%
Total (25 species)		920	100.0%

Table 2 Identifies the number of birds of each guild observed at each survey point. The most birds were detected at the three points near the project area because large numbers of pigeons and doves were observed flying over this area. **Figure 3** portrays the number of birds recorded at each of the hazardous wildlife attractants (i.e., water features) surveyed.

Table 2. Abundance of Birds at Each Survey Point

Survey Point	Blackbirds and Starlings	Doves and Pigeons	Raptors	Shorebirds	Songbirds	Waterfowl and Waterbirds	Other
1	4	106	0	0	1	0	0
2	0	208	0	0	0	0	0
3	3	107	0	0	13	0	0
4	31	40	0	0	1	3	0
5	3	8	1	27	0	0	2
6	28	42	0	0	0	5	7
7	11	32	0	4	5	1	0
8	9	27	0	4	2	10	0
9	25	28	0	1	1	0	2
10	27	45	1	0	3	0	0

It should be noted that at Point 7 there was a great blue heron observed wading in the water, and it is assumed this is likely a common occurrence due to the presence of numerous fish in that pond. A direct line from Point 7 to the project area crosses the Phoenix-Goodyear Airport over the south end of the runway.

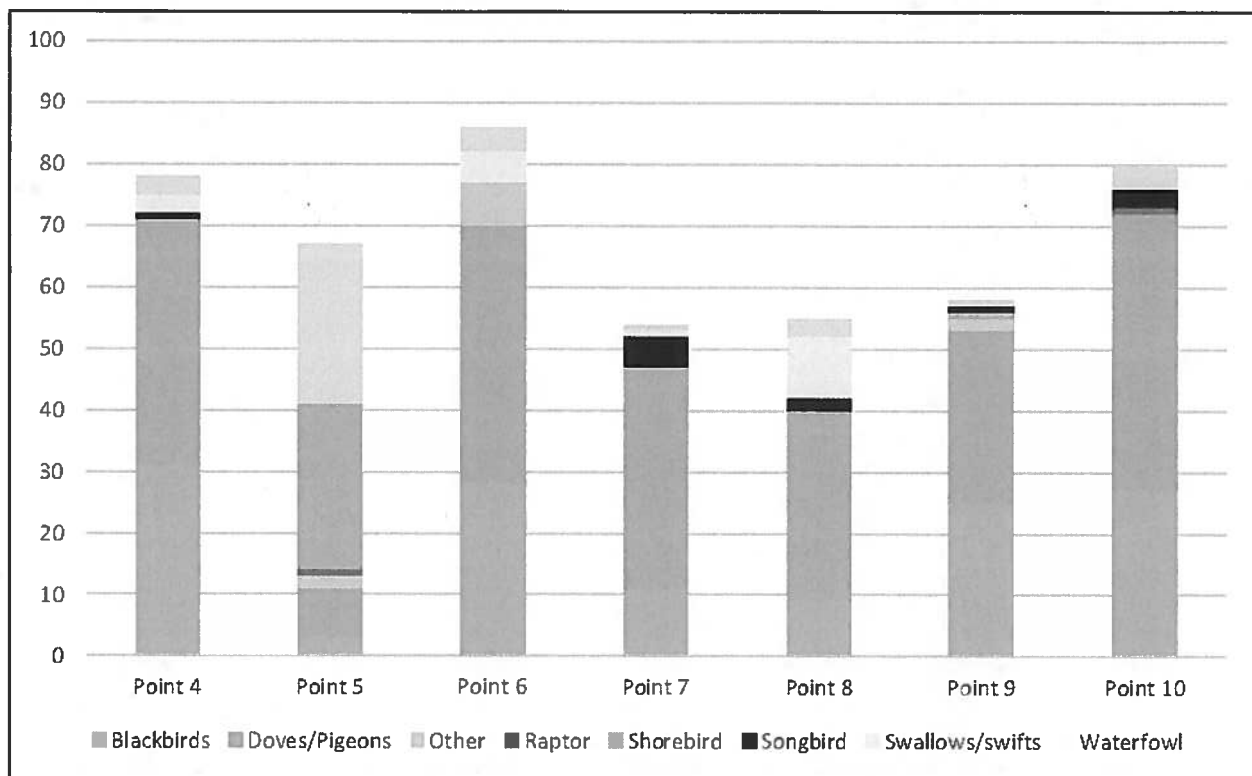


Figure 3. Number of Birds in Each Guild Observed Near Hazardous Wildlife Attractants

In AC 150/5200-32B, FAA (2013) provides a composite ranking of 50 bird and mammal species or groups by their relative hazard to aircraft in airport environments. Each of these species or groups has at least 100 reported strikes in the FAA strike database. A composite ranking is derived from three criteria (damage, major damage, and effect on flight). **Table 3** lists the composite ranking for bird species detected during field surveys; with a ranking of 1 being most hazardous.

Table 3. Composite Ranking of the Relative Hazards to Aviation of the Species Observed During Field Surveys

Species	Composite Rank*	Species	Composite Rank*
Double-crested cormorant	7	European starling	25
Mallard	8	Mourning dove	30
Great blue heron	10	Killdeer	35
American coot	11	Burrowing owl	46
Rock pigeon	17		

Source: FAA 2013
 * composite ranking of 50 wildlife species (1 = most hazardous, 50 = least hazardous)

The remainder of this results section discusses the species guilds observed at the hazardous wildlife attractants surveyed within the vicinity of the project area, including the relative risk posed to aircraft by species of that guild.

Blackbirds and Starlings

Blackbirds and starlings are medium-sized birds found in a variety of habitats from urban to rural environments. They pose a significant hazard to aircraft because of their dense size and flocking behavior. Blackbirds and starlings are attracted to open, grassy areas in which to forage, a water source, and trees or structures for perching and roosting. Two species of this guild were observed during the field surveys: great-tailed grackles and European starlings. During field surveys, 141 blackbirds and starlings were observed, comprising 15.3 percent of the total number of individual birds observed.

These species have a high likelihood of being involved in strikes with aircraft. When strikes with these species occur, they usually involve multiple birds that can be ingested by aircraft engines, and the severity of strikes associated with these species is moderate. The FAA assigns a composite hazard ranking of 20 to blackbirds/starlings.

Doves and Pigeons

Doves and pigeons are medium-sized birds that can pose hazards to aircraft operations because of their abundance and flocking behavior. These species are found in open areas and in areas with human activity, such as parks and agricultural operations. Four species of this guild were observed: mourning dove, white-winged dove, Eurasian collared-dove, and rock pigeons. During field surveys, 643 doves and pigeons were observed, comprising 69.9 percent of the total number of individual birds observed.

The species associated with this guild show a moderate likelihood of being involved in a conflict with aircraft and strikes with these species can result in a moderate impact on flight due to their flocking behavior. The FAA assigns a composite hazard ranking of 13 to pigeons and 18 to mourning doves out of 25 ranked species. Doves and pigeons have the potential to cause a high degree of impact on flight.

Raptors

Raptors are predatory birds and scavengers with sharp talons and hooked beaks for capturing and feeding on prey. Raptors pose a threat to aircraft because of their large size and flight behavior. Two species were observed during field surveys: burrowing owl and turkey vulture.

Raptors have a moderate likelihood of being involved in a strike with aircraft, and they can create a high degree of impact on flight due to their size. The FAA assigns a composite hazard ranking of 11 to hawks out of 25 ranked species.

Shorebirds and Waders

Shorebirds can vary from birds with short, stocky builds and short bills to tall, slender birds with long legs and long bills. Killdeer accounted for the majority of individuals observed in this guild. Killdeer frequent open grassy areas and occasionally are found in flocks, but usually occur alone

or in pairs. Five species of shorebirds and waders were observed during the field surveys: black-crowned night heron, black-necked stilt, great blue heron, killdeer, and snowy egret.

Shorebirds, especially killdeer, have a high probability of being involved in a strike with aircraft, and the resultant impact can vary significantly according to the species involved. Typically, shorebirds would create a low impact on an aircraft flight due to their solitary behavior. The FAA assigns a composite hazard ranking of 19 to shorebirds out of 25 ranked species.

Songbirds

Songbirds include approximately 4,000 species or nearly half of the world's birds. Songbirds vary greatly in size, and their diets vary among species. Most songbirds do not pose a threat to aircraft, but some songbirds travel in large flocks, such as the horned lark, which can pose a greater threat. Five songbird species were observed during the field surveys: black phoebe, house finch, northern mockingbird, hummingbird, and verdin.

Songbirds have a moderate likelihood of being involved in a strike with aircraft, and they create a low degree of impact on flight due to their size. One strike with a horned lark has been recorded at GYR.

Waterfowl and Waterbirds

Waterfowl and water birds are large aquatic birds that pose one of the most serious threats to aircraft because of their abundance, size, and flocking behavior. These species are attracted to open water ponds and basins to feed, nest, loaf, and escape predators. Three species of waterfowl and water birds were observed during the field surveys: American coots, double-crested cormorants, and mallards. Forty-two waterfowl and water birds were observed during surveys, comprising 4.6 percent of the total number of individual birds observed.

Waterfowl and water birds are known to pose a risk to aircraft and human health and safety. The members of this guild have a high likelihood of being involved in a wildlife strike based on their size and flocking behavior. The FAA ranks ducks as seventh overall in its composite ranking of hazardous wildlife species. All species of this guild have the potential to cause a high degree of impact on flight.

5.2 Strike Records

The FAA's wildlife strike database was queried to obtain information on the number and types of wildlife strikes that have occurred at GYR since 1990. The FAA records help to identify the species responsible for documented wildlife strikes in the vicinity of the project area. According to the FAA database, 49 bird strikes were reported at or near GYR from 1990-2022. **Table 4** presents the list of species that were reported as strikes at or near GYR and the includes the number of records for each species. Most species were observed during field surveys described earlier in this section; however, a few additional species are listed, including American kestrel, barn swallow, and horned lark.

Table 4. Number of Bird Strikes by Species at the Phoenix-Goodyear Airport 1990-2022

Common Name	Scientific Name	Number of Strike Records
American kestrel	<i>Falco sparverius</i>	3
Barn swallow	<i>Hirundo rustica</i>	1
Burrowing owl	<i>Athene cunicularia</i>	2
Dove	Unknown	3
Horned lark	<i>Eremophila alpestris</i>	1
House finch	<i>Haemorhous mexicanus</i>	1
Mourning dove	<i>Zenaida macroura</i>	9
Rock pigeon	<i>Columba livia</i>	5
Sparrow	Unknown	1
Turkey vulture	<i>Cathartes aura</i>	2
Unknown	Unknown	21
Total		49

5.3 Survey Conclusions and Recommendations

Results of the field surveys and a review of the strike database for GYR indicate that a variety of bird species considered hazardous to aviation are present in the vicinity of the project area. Large waterfowl and water birds were observed using water features near the project area. Additionally, large numbers of doves and pigeons currently fly over the area where the ponds will be installed, and these species make up the majority of the strikes recorded at GYR where the species was known. Therefore, installation of a bird deterrent system at the evaporation ponds is recommended to discourage birds from using habitat in the project area.

6.0 Wildlife Management Strategies

The evaporation ponds in the project area have the potential to attract avian populations, including waterfowl, shorebirds, and other resident and migratory species that are hazardous to aircraft. Therefore, this section outlines design features for the evaporation ponds that would seek to make the water less attractive to birds.

6.1 Current Design Features of the Evaporation Ponds

Design features of the evaporation ponds that would deter use by waterfowl, water birds, shorebirds, and other resident and migratory species include characteristics that make the pond water less available to birds. The ponds include an operational depth of 6 feet and a freeboard of 2 feet, making it difficult for shorebirds and perching birds to reach the water from the perimeter. In addition, the interior sides of the ponds are relatively steep at a 33 percent slope (3:1). Furthermore, the double-liner with leak detection system will prevent growth of vegetation (i.e., nesting or foraging habitat) in the pond.

The project design will include requirements for a radar-based bird prevention system using multiple modes of deterrence including directed, focused beam bioacoustics, and laser. These methods will be implemented to detect and deter birds from entering the evaporation pond

area. The system will include a master control radar system that will detect birds approaching the pond out to 1 kilometer (km) minimum and provide automated activation of deterrents. The directed bioacoustics will project a focused beam of sound effective for bird control up to 1 km, encompassing full pond area coverage, while minimizing spillover nuisance noise. Laser deterrents will be an eye-safe green laser and will be computer controlled to project various patterns over the pond area. The system will include a real-time master display showing bird detections and tracks, deterrents status, and system health and status. The system to be used will be the Merlin system by DeTect Inc (DeTect 2022) or equivalent. The manufacturer's specifications for the DeTect system are provided in Appendix B for reference.

Vegetation that provides food or cover for hazardous wildlife will be prevented from growing within the ponds and eliminated around the evaporation ponds. As mentioned in the section above, a double-liner system will be used that will seek to prevent vegetation growth inside the ponds. Around the ponds, the area will be maintained with gravel or bare ground as feasible, without landscaped vegetation.

These design features will be implemented and maintained as the basis of the project's bird deterrent system. The design features have been submitted for review in the FAA obstruction evaluation portal and a description of that coordination is included in Appendix C.

6.2 Bird Deterrent Contingency Plan

A wire grid will be installed over the ponds as a back-up bird deterrent if the Merlin BCRS fails to perform satisfactorily. Thresholds for implementing this contingency plan include bird deterrence rates at the project site lower than 95% and/or any dead birds found at the evaporation ponds. Several companies provide wire grid systems, including Bird Barrier (<https://birdbarrier.com/gridwire/>), Bird-B-Gone (<http://www.birdbgone.com/products/bird-wire/>), and Aviaway Bird Control Services (<http://www.aviaway.com/seagull-control-deterrent-grid-wire>). The selected provider for the wire grid will be notified within 7 days of the threshold breach, and installation of the wire grid will be scheduled for the next available appointment.

6.3 Maintenance and Monitoring of Equipment

Bird deterrent equipment will be checked weekly to ensure the radar equipment and deterrents are working properly. If repairs are needed, that will be noted in the log and the problem fixed as soon as practicable. A signature, date, and time will be recorded in a log by the person conducting the equipment check. An example log is included in Appendix D of this WHMP. The maintenance log will be made available to City of Phoenix Aviation within 2 weeks of City of Phoenix Aviation Department's request to Microsoft (or future operator of the site).

Microsoft shall allow City of Phoenix Aviation to enter and inspect the wildlife deterrent system within 2 weeks of City of Phoenix Aviation's request to Microsoft (or future operator of the site).

Within 3 years from the start of operation of the ponds (and not more than 4 years from that date), Microsoft (or future operator of the site) shall have a qualified wildlife biologist update the WHMP (including updated wildlife surveys), analyze the effectiveness of the deterrent

systems and make recommendations for future improvements/continued use. The updated WHMP shall be provided to City of Phoenix Aviation within 60 days of completion of the WHMP update.

7.0 References

DeTect. 2022. Bird Control Radar Systems. Available online at: <http://www.detect-inc.com/>.

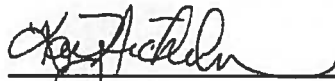
Federal Aviation Administration. 2013. Reporting Wildlife Aircraft Strikes, AC 150/5200-32B, May 31, 2013, 11pp.

Federal Aviation Administration. 2020. Hazardous Wildlife Attractants on or Near Airports, AC 150/5200-33C, February 21, 2020, 47pp.

Federal Aviation Administration and United States Department of Agriculture Animal Plant Health Inspection Service. 2021. Wildlife Strikes to Civil Aircraft in the United States 1990-2020. Available online at: https://www.faa.gov/airports/airport_safety/wildlife/media/Wildlife-Strike-Report-1990-2020.pdf.

8.0 Author

Prepared By:

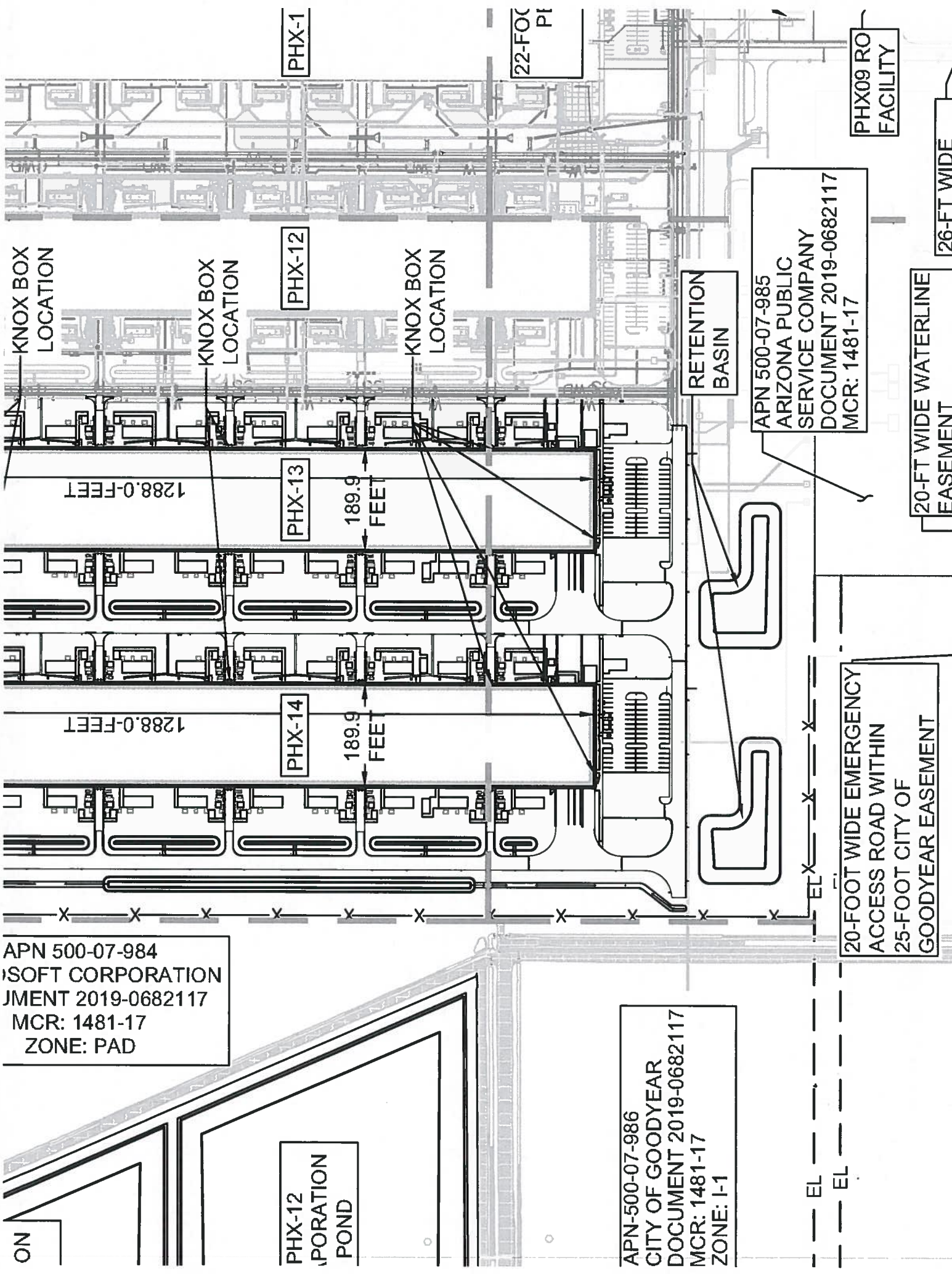


Kay Nicholson
Qualified Airport Wildlife Biologist
Jacobs Engineering Group Inc.

Date: November 22, 2022

Appendix A

Site Plan Depicting Evaporation Ponds, RO Facility, and Data Centers



KNOX BOX
LOCATION

KNOX BOX
LOCATION

KNOX BOX
LOCATION

PHX-1

22-FOOT
WATERLINE
EASEMENT

PHX09 RO
FACILITY

PHX-12

PHX-13

PHX-14

RETENTION
BASIN

APN 500-07-985
ARIZONA PUBLIC
SERVICE COMPANY
DOCUMENT 2019-0682117
MCR: 1481-17

20-FT WIDE WATERLINE
EASEMENT

26-FT WIDE

1288.0-FEET

189.9
FEET

1288.0-FEET

189.9
FEET

20-FOOT WIDE EMERGENCY
ACCESS ROAD WITHIN
25-FOOT CITY OF
GOODYEAR EASEMENT

APN 500-07-984
GOODYEAR CORPORATION
DOCUMENT 2019-0682117
MCR: 1481-17
ZONE: PAD

PHX-12
GOODYEAR
POND

APN-500-07-986
CITY OF GOODYEAR
DOCUMENT 2019-0682117
MCR: 1481-17
ZONE: I-1

EL

EL

ON

Appendix B

MERLIN Bird Control Radar Systems (BCRS) Specification Sheet Example

Bird Control Radar System (BCRS)

The most widely used & tested bird radar system with over 250 units operating worldwide in bird control & aviation safety.

Fully self contained, networked units with the capability to custom define multiple, zoned control perimeters.

Engineered & manufactured for dependable 24-7 operation with high reliability & low maintenance.

Software controlled allowing for custom, user-defined control zones.



Multi-unit networks can be provided to cover numerous control zones over large areas.

DeTect's MERLIN BCRS is an advanced radar system designed to monitor user-defined bird control zones, automatically activating bird deterrent devices to deter and harass birds entering restricted areas.

The system is based on DeTect's proven **MERLIN Avian Radar System** technology that is used by the USAF, NASA and airports worldwide to detect and monitor hazardous bird activity on and around airfields for bird-aircraft strike hazard management.

MERLIN BCRS detect & deter applications include control of birds at industrial waste impoundments, oil & gas drilling frac ponds, landfills, stormwater retention basins, crop fields and sites of various size that require automated bird control.



Model: MERLIN Bird Control Radar Systems (BCRS)

Application: Real-time, automatic bird control for industrial impoundments, oil & gas waste ponds, landfills & other large exclusion areas

Configuration: Single or multi-unit networked fixed, skid-mounted or mobile radar packages

Sensors: 200w Horizontal Surveillance Radar (HSR) Solid-state sensors (50,000 hour MTBF) All weather bird detection

Operation: Automated detection & non-lethal hazing of birds. Deterrent device options include Acoustic Hazing Devices (AHD's), lasers, robotic falcons, propane cannons, bioacoustics & effigies

Operating Range: 360-degree continuous monitoring with unlimited programmable control zones for areas in size from under 1 acre (0.4 ha) to over 10 square miles (25 square km)

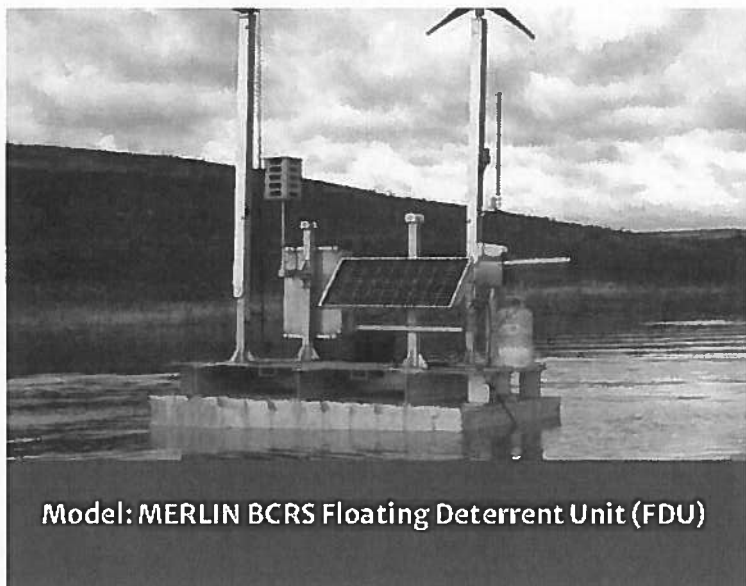
Power: Single Phase 110/220 VAC, 60/30 amps service with UPS back-up & power conditioning (30 minutes) & optional auto-start single or dual 5 kW diesel generator & fuel tank to support 10-20 days 24-7 operation

Network: TCP/IP supports multi-user web-based remote real-time system display, control & data access via fiber optic, or wireless WAN



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Model: MERLIN BCBS Floating Deterrent Unit (FDU)

DeTect's MERLIN BCBS is software controlled and allows for custom, user-defined control zones.

Birds detected entering the control area trigger activation of the deterrent devices. Systems are available as fully self-contained and powered fixed, skid-mounted, or mobile units.

Multi-unit networks can be provided to cover numerous control zones over large areas. The system interfaces with a wide variety of non-lethal bird deterrent devices including bioacoustics and propane cannons, Long Range Acoustic Devices (LRAD), and DeTect's Programmable Bird Control Laser system.

MERLIN BCBS uses automated, randomized deterrent selection to vary the deterrent selection and volume applied with each response to reduce habituation. The system includes a library of standard recorded acoustic deterrent files or can use client-provided sound files.

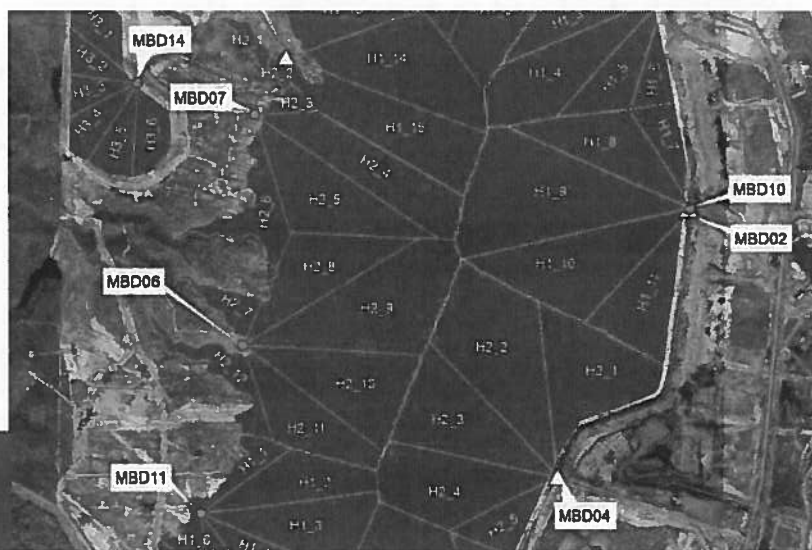


MERLIN BCBS is a complete turnkey system that includes the bird control radar master unit (radar sensor, tower (if required), processor equipment, software and equipment enclosure), deterrent devices, installation, start-up and support, or can be integrated with existing deterrent systems.

Systems provide reliable bird detection and deterrent hazing in virtually any terrain, over water and weather conditions, including in fog, rain and snow.

MERLIN systems are fully remote controllable and networkable through TCP/IP, wireless wide area network (WAN) and other protocols. All equipment is industrial-grade and designed for use in outdoor and extreme environments with exceptionally high reliability.

The MERLIN radar and processor equipment are housed in a NEMA outdoor rated, environmentally controlled enclosure mounted on the trailer, tower, or a separate foundation.



Each system includes an available 1-year parts and labor warranty and 24-7 technical support provided by DeTect's technical support team, which includes biologists, radar ornithologists, technicians, and hardware & software engineers.

MERLIN technology has been tested and proven at installations throughout North America, Europe, Africa, the Middle East, and Far East, and represents the most advanced avian radar and bird control technology on the market.



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Appendix C

Federal Aviation Administration Coordination

On September 22, 2022, project information was entered electronically for form 7460-1 through the Federal Aviation Administration Obstruction Evaluation portal (FAA OE portal: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>). At that time, a draft of this Wildlife Hazard Management Plan (dated July 21, 2022) was uploaded to the FAA OE portal as supporting documentation. The assigned case number for this project is 2022-AWP-18249-OE.

On October 20, 2022, FAA posted a letter to the case file for this project through the FAA OE portal requesting verification of the project height. A letter in response was uploaded later that day, indicating that the evaporation ponds are at ground level; however, the height of the Merlin BCRS had not been included previously, so it was clarified that the overall project height is approximately 16 feet.

Also on October 20, 2022, the Phoenix Aviation Department approved edits to the WHMP. Therefore, a second letter was uploaded to the FAA OE portal that included excerpts from the revised WHMP (i.e., the two sections with substantive changes – an added section with provisions for a wire grid to be installed as a back-up bird deterrent system if the Merlin BCRS is ineffective and updates to the section identifying maintenance and monitoring of equipment).

A letter from FAA with a determination of “no hazard to air navigation” was received for this project through the FAA OE portal on November 2, 2022.

A printout of the summary page for this case from the FAA OE portal and the determination letter from FAA are included in this appendix.



Notice of Proposed Construction or Alteration - Off Airport

Add a New Case (Off Airport) - Desk Reference Guide V. 2018 2.1

Add a New Case (Off Airport) for Wind Turbines - Met Towers (with WT Farm) - WT-Barge Crane - Desk Reference Guide V. 2018 2.1

Project Name: MICRO-000748508-22

Sponsor: Microsoft Corporation

Details for Case : Evaporation ponds

[Show Project Summary](#)

Case Status			
ASN:	2022-AWP-18249-OE	Date Accepted:	09/22/2022
Status:	Work In Progress	Date Determined:	
		Letters:	10/20/2022 ADD
		Documents:	10/20/2022 Revisions_to_WHMP...
			10/20/2022 Response_to_FAA_R...
			09/22/2022 Draft Wildlife Ma...
Public Comments:	None	Project Documents:	None
Construction / Alteration Information		Structure Summary	
Notice Of:	Construction	Structure Type:	TANK Tank
Duration:	Permanent	Structure Name:	Evaporation ponds
if Temporary:	Months: Days:	FDC NOTAM:	
Work Schedule - Start:		NOTAM Number:	
Work Schedule - End:		FCC Number:	
*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.		Prior ASN:	
State Filing:			
Structure Details		Proposed Frequency Bands	
Latitude:	33° 25' 3.90" N	Low Freq	High Freq
Longitude:	112° 21' 53.75" W	Freq Unit	ERP
Horizontal Datum:	NAD83	ERP Unit	
Site Elevation (SE):	962 (nearest foot) PASSED		
Structure Height (AGL):	16 (nearest foot)		
Current Height (AGL):	(nearest foot)		
* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal			
Minimum Operating Height (AGL):	(nearest foot)		
* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.			
Requested Marking/Lighting:	None		
Other :			
Recommended Marking/Lighting:			
Current Marking/Lighting:	None		
Other :			
Nearest City:	Goodyear		
Nearest State:	Arizona		
Description of Location:	The site is immediately south of Hwy 85, south of the Phoenix Goodyear Airport.		
On the Project Summary page upload any certified survey.	The site address is: 14520 W Broadway Rd Goodyear, AZ 85338		
Description of Proposal:	A radar-based bird prevention system (Merlin system by DeFect Inc, or equivalent) is proposed to detect and deter birds at least 1 km away. The deterrents will include a focused beam of sound and a computer-controlled eye-safe green laser that will project various patterns over the ponds.		



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Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2022-AWP-18249-OE

Issued Date: 11/02/2022

Joe Chiovare
Microsoft Corporation
5600 148th Ave NE
Redmond, WA 98052

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Tank Evaporation ponds
Location:	Goodyear, AZ
Latitude:	33-25-03.90N NAD 83
Longitude:	112-21-53.75W
Heights:	962 feet site elevation (SE)
	16 feet above ground level (AGL)
	978 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 05/02/2024 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (847) 294-7575, or vivian.vilaro@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-18249-OE.

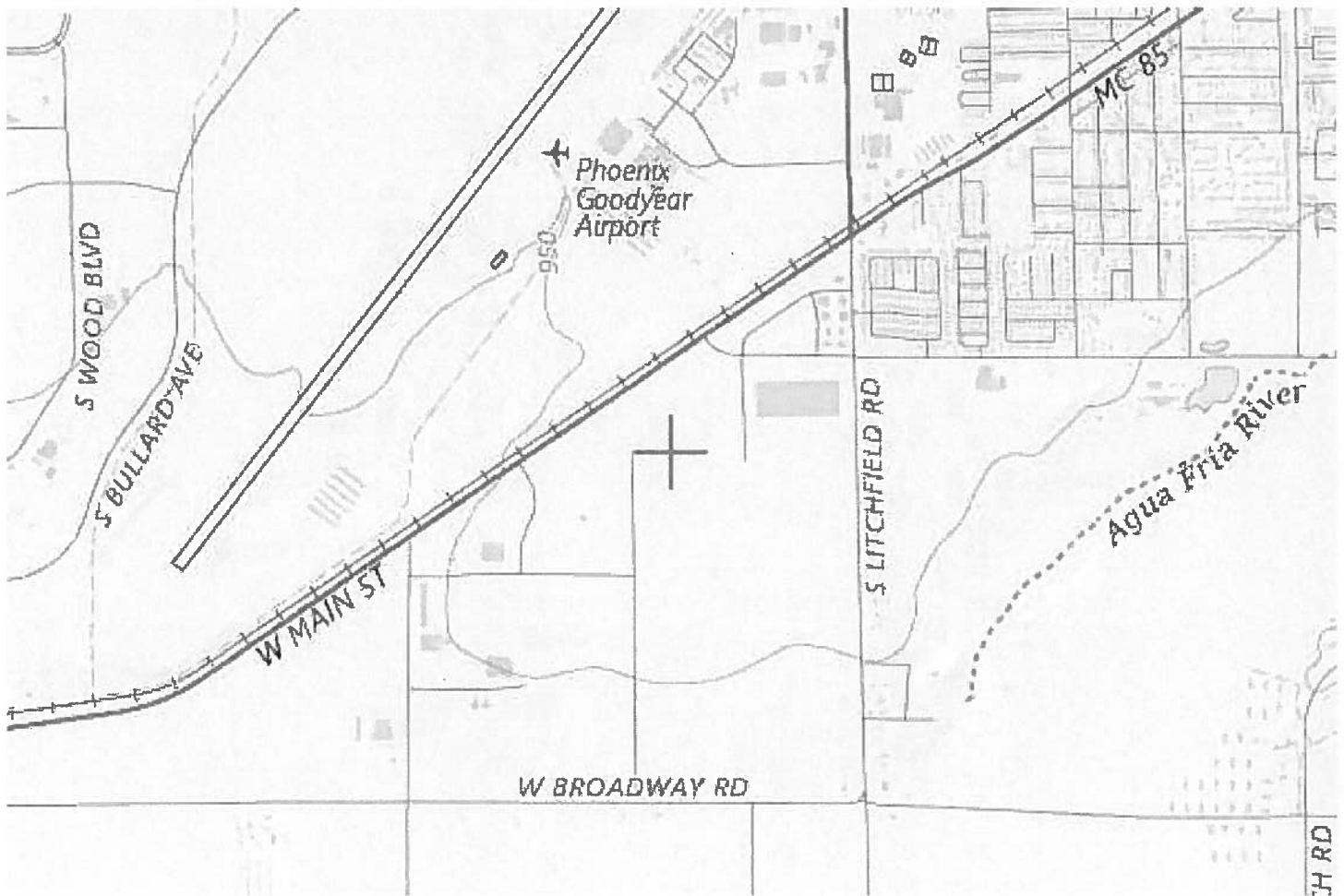
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(DNE)

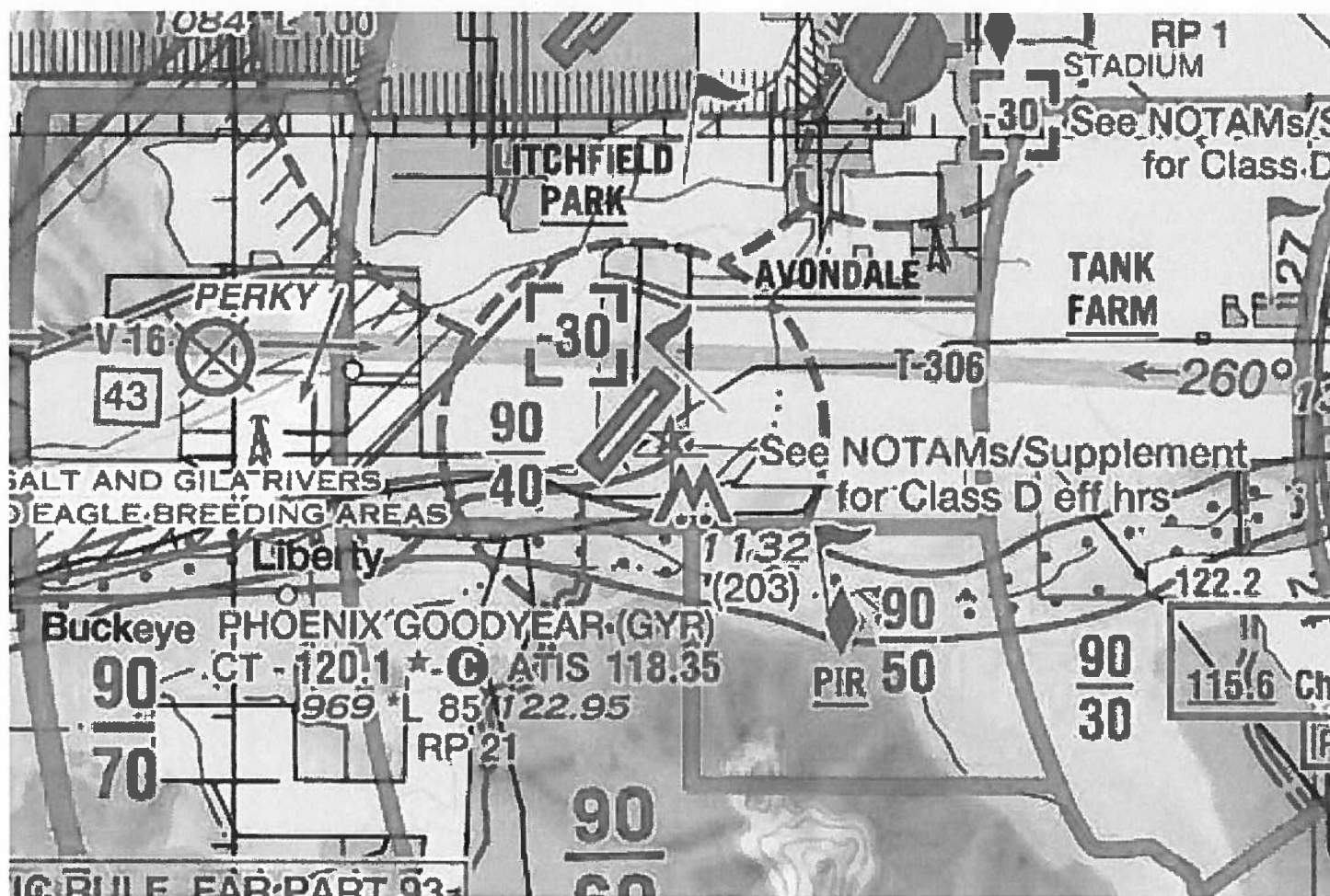
Vivian Vilaro
Specialist

Attachment(s)
Map(s)

TOPO Map for ASN 2022-AWP-18249-OE



Sectional Map for ASN 2022-AWP-18249-OE



Appendix D

Equipment Maintenance and Monitoring Log

ITEM #: 8.
DATE: 03/06/2023
AI #:1360



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE BUDGET AMENDMENTS & RELATED
EXPENDITURE AUTHORITY**

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

SUMMARY

Approve budget amendments & related expenditure authority.

RECOMMENDATION

Approve budget amendments & related expenditure authority. (Doug Sandstrom, Finance Director)

FISCAL IMPACT

Fiscal impacts are outlined in the attached report. The citywide budget total remains unchanged within the Adopted State Expenditure Limitation Budget.

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented, as necessary throughout the year. The FY2023 expenditure limitation budget was adopted on June 06, 2022.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2020-2039. Review of budget transfers keeps the Council and general public informed about the city's current fiscal year revenues and expenditures.

Attachments

Budget Amendment Report

City Council - Budget Amendments Report - FY2023

Council Agenda Date: 3/6/2023

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	New Resource/ Revenue	No Ultimate Funding Change	General	Water Operating	Wastewater Operating	Other Operating Funds	Other Capital Funds
1/24/2023	2023-07-783	Project 42060 - Traffic Signal Estrella/Centerra: Previously the lead times were approximately 16 weeks for CAID, 12 weeks for Sierra and 2 weeks for Econolite. Currently, for the same equipment the lead times are now 25 weeks for CAID, 43 weeks for Sierra and 43 weeks for Econolite. Purchasing these long-lead items in FY2023 will help mitigate any delays in receiving the required traffic signal equipment for completing construction in FY2024. This request would advance \$412,100 of FY24 Construction funding to FY23 to mitigate current traffic signal equipment procurement delays.	\$412,100	General Fund			\$412,100				
2/22/2023	2023-08-629	The Ballpark will lose their free source of water near the beginning of March 2023. With this being an unplanned event, they will need additional funds to get them through the remainder of FY2023. Using our water rate chart on the city's website, we calculated it will cost ~\$200k for just over 27M gallons of water split 60/40 potable/reclaimed water.	\$204,300	Special Revenue						\$204,300	

ITEM #: 9.
DATE: 03/06/2023
AI #:1342



CITY COUNCIL ACTION REPORT

SUBJECT: PROPOSALS TO GILA RIVER INDIAN COMMUNITY FOR ARIZONA REVISED STATUTE 5-601-02 12 PERCENT GAMING DISTRIBUTION FUNDS

STAFF PRESENTER(S): Christina Panaitescu, Grants and Neighborhood Services Supervisor

SUMMARY

The Gila River Indian Community is seeking requests for funding proposals from Arizona cities and non-profit organizations for their 2023 State Shared Revenue grant program. Proposals must address one or more of the following priority areas: economic development, education, healthcare, public safety, or transportation. Responses are due no later than March 31, 2023.

RECOMMENDATION

1. ADOPT RESOLUTION NO 2023-2293, AUTHORIZING THE SUBMISSION OF TWO PUBLIC SAFETY APPLICATIONS FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED).
2. ADOPT RESOLUTION NO 2023-2294, SUPPORTING THE SUBMISSION OF A TRANSPORTATION APPLICATION BY THE SOUTHWEST VALLEY FAMILY YMCA TO THE GILA RIVER INDIAN COMMUNITY FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS AS A PASS-THROUGH GRANT. (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

FISCAL IMPACT

If the City's applications are awarded, budget transfers will be made to accommodate expenditures associated with the receipt of additional revenue from the Gila River Indian Community. Goodyear projects that are not fully funded through the grant process will be scaled back to the grant award amount, not pursued at this time, or the Department will seek other funding opportunities.

Upon receipt of any grant funds in the case of Municipal Sponsorship, the City will act as a financial conduit between the Gila River Indian Community and the Southwest Valley Family

YMCA and, as such, will mail a check to the Southwest Valley Family YMCA covering one hundred percent (100%) of the funds received by the City from the Gila River Indian Community pursuant to such application.

BACKGROUND AND PREVIOUS ACTIONS

In 2002, Arizona eligible voters approved Proposition 202, which implemented a new requirement that Tribal/State Gaming Compacts must include a provision that the compacting tribe would contribute a portion of its annual net gaming revenues (the "Annual Contribution") for the benefit of the general public. Pursuant to Proposition 202, each tribe may determine the recipients of 12 percent of its total annual contribution (the "State Shared Revenue grant program").

The Gila River Indian Community has announced a request for proposals from local governments and non-profit organizations for the distribution of the fiscal year 2023 payments. Responses are due via email no later than March 31, 2023.

According to the Goodyear Grant Policy, adopted by Council in December 2020, for Goodyear to serve as a municipal sponsor, all of the following criteria must be met:

The applicant must be:

- Legally recognized by the IRS as a tax-exempt organization; eligible to apply
- In good standing with the City (e.g. current business license, etc. as applicable);
- Be located in the City of Goodyear and/or the proposed project must directly serve City of Goodyear residents.

And, the application must:

- Meet the "public benefits" funding priorities of the Tribes.
- Not be in direct competition with an application submitted by the City to the same Tribal community during the same funding cycle.

STAFF ANALYSIS

Application interest was solicited from city department directors. Two prospective application projects emerged:

1. The Prevention Division in the Fire Department is seeking funds to purchase the Bullseye Digital Fire Extinguisher Training System to improve and enhance fire extinguisher training. (\$35,000)
2. The Police Department is seeking funds to add a drone with increased battery life and range (zoom and clarity). (\$151,000)

A representative from the Gila River Indian Community Office of Special Funding was consulted and indicated that nothing would prohibit both public safety applications from being selected for funding.

The Southwest Valley Family YMCA request meets all the city grant policy criteria for Municipal Sponsorship.

Funded applications will be notified in August 2023. Funds will be available on or before October 25, 2023.

Attachments

Resolution for City Applications

Resolution for Municipal Sponsorship

RESOLUTION NO. 2023-2293

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF TWO PUBLIC SAFETY APPLICATIONS FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED).

WHEREAS, it is in the best interest of the City to apply for Gila River Indian Community State Shared Revenue grant funds for public safety equipment; and

WHEREAS, the Prevention Division in the Fire Department is seeking funds to purchase the Bullseye Digital Fire Extinguisher Training System to improve and enhance fire extinguisher training (\$35,000); and

WHEREAS, the Police Department is seeking funds to add a drone with increased battery life an range (\$151,000); and

WHEREAS, both projects qualify as eligible projects under the State Shared Revenue Grant Program; and

WHEREAS, there is no match requirement for this application;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The City Manager, or her designee, is hereby authorized to submit two applications to the Gila River Indian Community for the State Shared Revenue Grant program for public safety equipment for a total amount not to exceed \$186,000.

SECTION 2. If the grant application is awarded, the City will enter into a Grant Agreement with the Gila River Indian Community to implement the projects or programs that have been approved by the Gila River Indian Community.

SECTION 3. The City Manager is hereby authorized to execute all documents relating to these applications and any grant offer resulting from such applications.

SECTION 4. If grant funds are awarded to the City of Goodyear, the City Council hereby approves necessary budget transfers in the amount of the awarded funds.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

RESOLUTION NO. 2023-2294

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, SUPPORTING THE SUBMISSION OF A TRANSPORTATION APPLICATION BY THE SOUTHWEST VALLEY FAMILY YMCA TO THE GILA RIVER INDIAN COMMUNITY FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS AS A PASS-THROUGH GRANT.

WHEREAS, Arizona's Indian Gaming Compact provides that an Indian Tribe make twelve percent (12%) of its net annual State contribution to cities, towns or counties for government services that benefit the general public; and

WHEREAS, private, not-for-profit organizations wishing to access Indian Gaming Funds ("State Shared Revenue Grant program") to provide public benefits must secure sponsorship from a city, town or county before making application; and

WHEREAS, this sponsorship must be expressed in a resolution passed by the local government sponsor; and

WHEREAS, the Southwest Valley Family YMCA wishes to make application to the Gila River Indian Community for \$25,000 annually for a total of three years to support the Outreach Program for Aging Seniors (YOPAS) program in Goodyear; and

WHEREAS, City Council supports this grant request for funding to serve the residents of our community; and

WHEREAS, the applicant and the application meet all of the criteria established by the Goodyear Municipal Sponsorship policy;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The City Council approves and authorizes the City Manager, or his designee, to accept awarded State Shared Revenue Grant program funds and for the City of Goodyear to act as a pass-through agency for distribution of the Gaming Funds directly to the Southwest Valley YMCA.

SECTION 2. Upon receipt of any grant funds from the Gila River Indian Community pursuant to a grant application on behalf of the Southwest Valley YMCA, City staff is directed to mail a check to the Southwest Valley YMCA covering one hundred percent (100%) of the funds received by the City from the Gila River Indian Community pursuant to such application.

SECTION 3. The City, by virtue of this Resolution, is simply acting as a financial conduit between the Gila River Indian Community and the Southwest Valley YMCA, and is in no way:

- a. Agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of the Southwest Valley YMCA;
- or

- b. Guaranteeing or warranting the accuracy, completeness or truthfulness of the information set forth in the application materials prepared by the Southwest Valley YMCA; or
- c. Supervising or taking any responsibility regarding the actions or activities undertaken by the Southwest Valley YMCA; or
- d. Representing that the Southwest Valley YMCA, either has, or does not have, another sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of the Southwest Valley YMCA to other Indian tribes..

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

ITEM #: 10.
DATE: 03/06/2023
AI #:1353



CITY COUNCIL ACTION REPORT

SUBJECT: FY2023 PAVEMENT MANAGEMENT PROJECTS

STAFF PRESENTER(S): Hugh Bigalk, P.E., City Traffic Engineer; Brian Harvel, Streets Superintendent

SUMMARY

Request City Council approve expenditures up to \$3,678,789 for FY2023 pavement management projects.

RECOMMENDATION

Approve expenditures up to \$3,678,789 for FY2023 pavement management projects. (Hugh Bigalk, P.E., City Traffic Engineer; Brian Harvel, Streets Superintendent)

FISCAL IMPACT

The FY2023 pavement management budget includes \$3,678,788 in HURF and General Funds in the Engineering Operating budget. Identified in Table 1 below are the FY2023 pavement management projects.

Table 1: FY2023 Pavement Management Projects

Item	Total
Asphalt Micro Surfacing	\$2,321,781
Surface Seal	\$1,157,008
ADA Ramp Improvements	\$200,000
Total	\$3,678,789

BACKGROUND AND PREVIOUS ACTIONS

On March 17, 2014, and August 25, 2014, the city's pavement management consultant, APT, presented an update on their pavement management project, discussing treatment strategies and funding recommendations. During those presentations, the City's Pavement Condition Index (PCI) of 68.1 was presented to Council. The city's PCI has increased by 8.3 points from 68.1 in FY2014 to 76.4 in FY2022 from the inventory of all city-maintained streets. We anticipate the PCI will remain stable in future years based on the pavement management program, the Capital Improvement Program, and the continued development of unimproved roads in the city.

STAFF ANALYSIS

The proposed FY2023 pavement management projects will improve a total 72.48 lane-miles. This equates to improving 6.45% of the City's current 1,124 lane miles.

A description of each preservation type is provided below, followed by a list of roadways or neighborhoods recommended for the designated pavement treatment:

1. Micro Surfacing – A product that is commonly used on arterial and collector roads, and is effective at correcting or inhibiting raveling and oxidation of the pavement surface, improving surface friction, sealing the pavement surface, and filling minor surface irregularities and wheel ruts up to 1.25 inches deep. Micro-surfacing typically lasts 5 - 7 years.

- Estrella Pkwy from Vineyard Rd to Elliot Rd
- Elliot Rd from 175th Ave to 186th Ln
- Citrus Rd from Indian School Rd to Campbell Dr
- Yuma Rd from Estrella Pkwy to Sarival Ave
- 143rd Ave from Yuma Rd to N of Celebrate Life Way
- Celebrate Life Way from Litchfield Rd to Bullard Ave
- PebbleCreek Pkwy from Charles Blvd to Camelback Rd
- Thomas Rd from Litchfield Rd to Estrella Mountain Community College
- Auto/Test Dr from Litchfield Rd to Litchfield Rd
- 137th Ave from Van Buren to Test Dr
- Sedella Pkwy / W Campbell Citrus Rd to Indian School Rd
- La Maroma Dr / W Campbell from Perryville Rd to Sedella Pkwy
- Cotton Ln from Yuma Rd to Loop 303

2. PMM Sealcoat – A high performance mineral and fiber reinforced asphalt emulsion blended with polymers and special additives. Guard Top Ultra sealcoats are commonly used on residential streets with minimal aggregate loss and cracking. Provides a long lasting rich black color while waterproofing the surface. Typically lasts 5 to 7 years.

- Travesia
- Paseo Verde
- Desert Breeze W
- Desert Breeze E
- Desert Vista E
- Desert Vista W
- Enclave
- Highlands
- Foothills
- Sunrise at Wigwam
- The Enclave @ EMR
- The Palisades @ EMR
- The Vistas @ EMR

Existing city contracts with the following companies will be used for pavement treatments and ADA ramp repairs and replacements:

Viasun Corporation
Sunland Asphalt



FY2023 Pavement Management Projects

March 6, 2023

FY2023 PAVEMENT MANAGEMENT



AGENDA

- Pavement Condition Results
- Treatments for FY2023
- Treatment Locations
- Recommendation



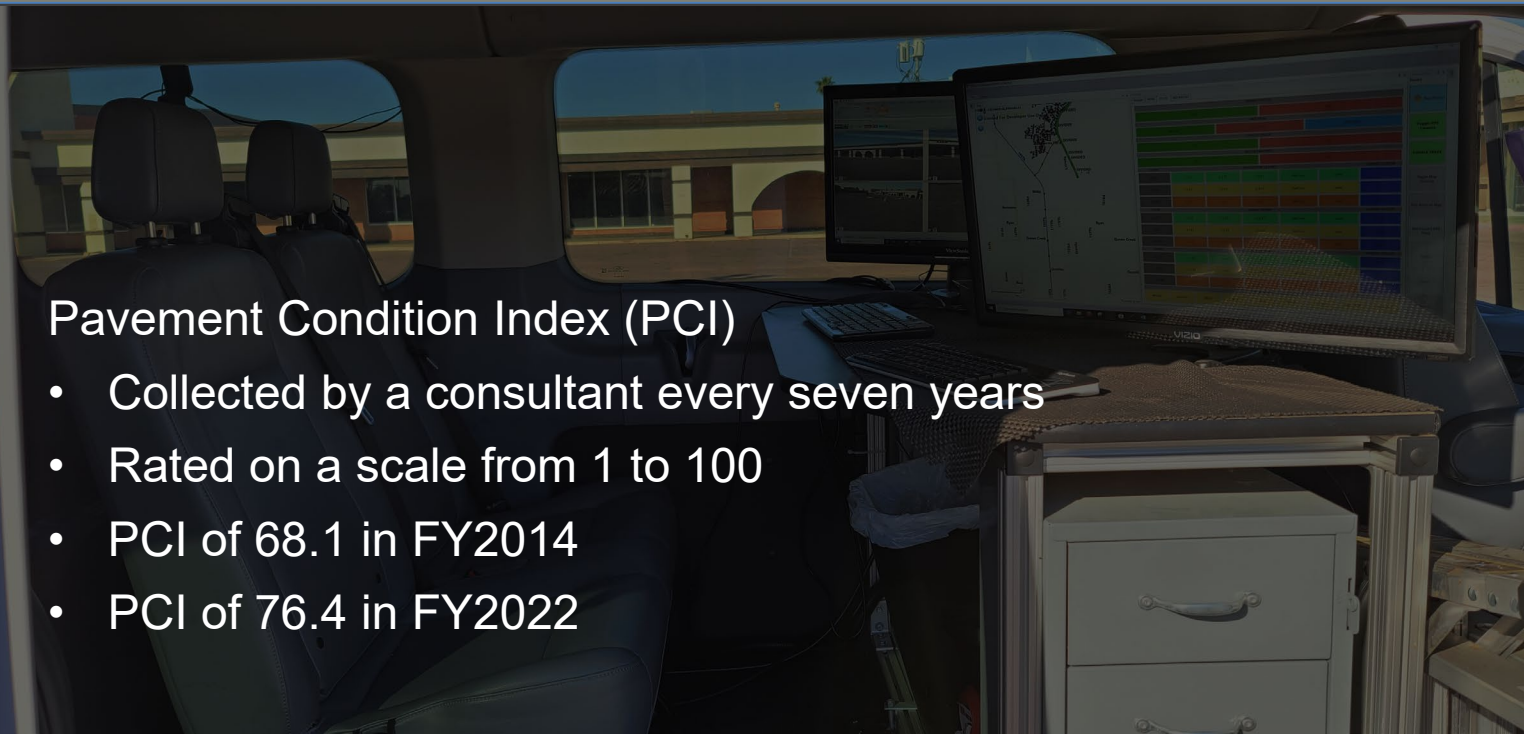
FY2023 PAVEMENT MANAGEMENT



PAVEMENT CONDITION INDEX

Pavement Condition Index (PCI)

- Collected by a consultant every seven years
- Rated on a scale from 1 to 100
- PCI of 68.1 in FY2014
- PCI of 76.4 in FY2022



FY2023 PAVEMENT MANAGEMENT



PAVEMENT TREATMENTS

- 72.48 lane miles
- 6.45% of our current 1,124 lane miles
- Residential streets will be surfaced with a Polymer Modified Masterseal (PMM) Seal Coat.
- Arterial and Collectors will be surfaced with a Micro Surfacing Seal.



FY2023 PAVEMENT MANAGEMENT



MICRO SURFACING – BULLARD AVE

BEFORE TREATMENT



AFTER TREATMENT



FY2023 PAVEMENT MANAGEMENT



SURFACE SEAL (PMM)

BEFORE TREATMENT



AFTER TREATMENT



FY2023 PAVEMENT MANAGEMENT



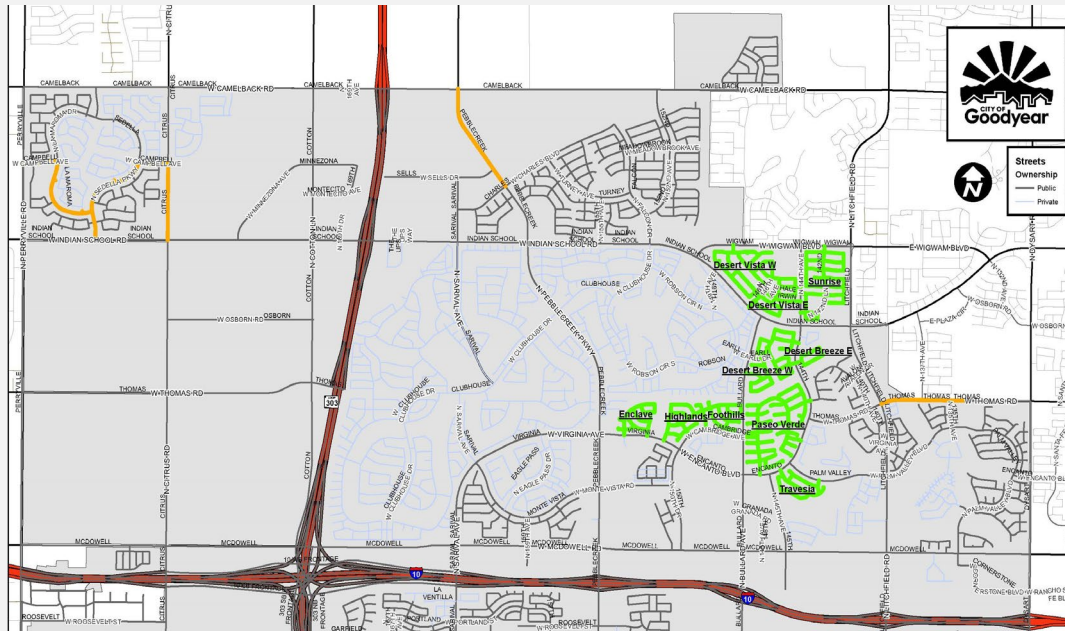
PROJECT MAP - NORTH

MICRO SURFACING

- W CAMPBELL AVE
- N LA MAROMA DR
- N SEDELLA PKWY
- PEBBLECREEK PKWY
- W THOMAS RD

SURFACE SEAL

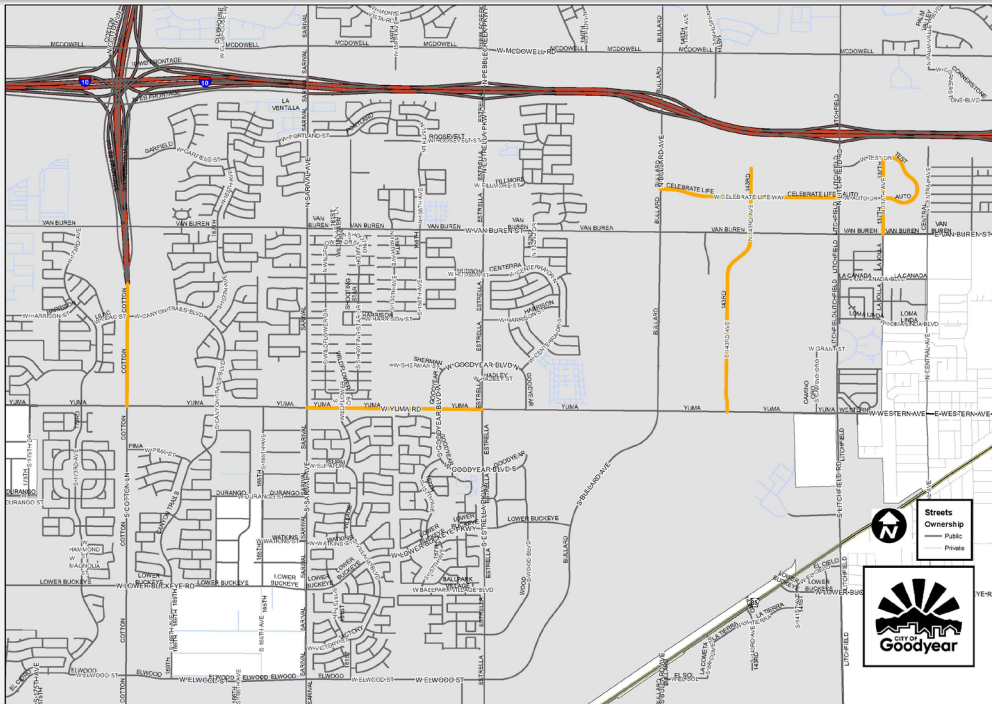
- DESERT VISTA W
- DESERT VISTA E
- SUNRISE
- DESERT BREEZE E
- DESERT BREEZE W
- PASEO VERDE
- TRAVESIA
- ENCLAVE
- HIGHLANDS
- FOOTHILLS



FY2023 PAVEMENT MANAGEMENT



PROJECT MAP - CENTRAL



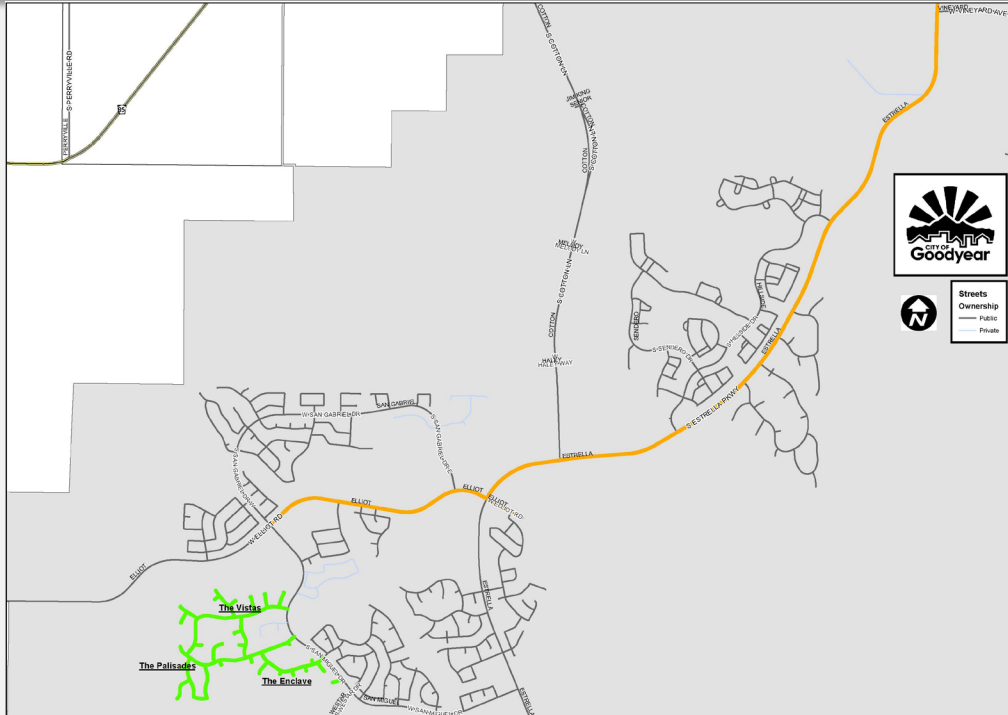
MICRO SURFACING

- N COTTON LN
- W YUMA RD
- W CELEBRATE LIFE WAY
- N 143RD AVE
- W TEST DR
- W AUTO DR
- N 137TH AVE

FY2023 PAVEMENT MANAGEMENT



PROJECT MAP - SOUTH



MICRO SURFACING

- ESTRELLA PKWY
- ELLIOT RD

SURFACE SEAL

- THE VISTAS
- THE ENCLAVE
- THE PALISADES

FY2023 PAVEMENT MANAGEMENT



COST SUMMARY



Asphalt Micro Surfacing:

Asphalt Surface Seal:

ADA Ramp Improvements:

FY2023 Project Total:



\$2,321,781

\$1,157,008

\$200,000

\$3,678,789

FY2023 PAVEMENT MANAGEMENT



RECOMMENDATION

Approve expenditures in the amount of \$3,678,789 to complete FY2023 pavement management projects throughout the city.

