City of Glendale

208 WATER QUALITY MANAGEMENT PLAN AMENDMENT

FINAL
November 2004
November 18, 2004

Ms. Lindy Bauer
Maricopa Association of Governments
302 North First Street, Suite 300
Phoenix, AZ 85003

RE: City of Glendale 208 Water Quality Management Plan Amendment, November 2004

Dear Ms. Bauer:

This letter is being sent in accordance with MAG requirements, in order to commence the review and approval process to amend the current 208 Water Quality Management Plan, October 2002. Sixty copies of the 208 Water Quality Management Plan Amendment, November 2004, are included as prepared by our consultant, Carollo Engineers. This amendment addresses changes to the Point Source Plan as follows:

- Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
- Delete a reference to a proposed privately-owned wastewater treatment plant within the Glendale Municipal Planning area.

If you have any questions on this, please contact Glenn Compton, Senior Civil Engineer, at 623-930-3630.

Thank you.

Very truly yours,

Kenneth A. Reedy, P.E.
Deputy City Manager, Public Works

cc: David Gordon, Malcolm Pirnie
Glenn A. Compton, P.E., DEE, Senior Civil Engineer
208 Amendment Checklist – City of Glendale 208 Amendment

AUTHORITY

1. Proposed Designated Management Agency (DMA) shall certify that it has the authorities required by Section 208 (c) (2) of the Clean Water Act (CWA) to implement the plan for its proposed planning and service areas. Self-certification shall be in the form of a legal opinion by the DMA or entity attorney.

   Refer to Appendix C, Designated Management Agencies Resolutions, of the MAG 208 Water Quality Management Plan, October 2002, for City of Glendale authority to implement the plan for this amendment. See Figure 4.8, Glendale Municipal Planning Area, referenced in Section 20 A of this Amendment and included in Appendix A of this Amendment.

20-YEAR NEEDS

2. Clearly describe the existing WWT facilities

   The wastewater treatment facilities in Surprise are described in the Joint Source Plan of the 208 Water Quality Management Plan, October 2002 and in Figure C-1 of Appendix A of this Amendment.

3. Show WWT certified and service areas for private utilities and sanitary district boundaries if appropriate -

   None approved or authorized within Glendale MPA.

4. Clearly describe alternatives and the recommended WWT plan:

   Glendale is in the process of evaluating its options for wastewater service within the strip-annexed western area. See Appendix A, first item (RSA) of this Amendment.

   Provide POPTAC population estimates (or COG-approved estimates only where POPTAC not available) over 20-year period.

   Not relevant.

5. Provide wastewater flow estimates over 20-year planning period

   Not relevant.

6. Illustrate the WWT planning and service area -

   Not relevant.
7. Describe the type and capacity of the recommended WWT plant -  
   Not relevant.

8. Identify water quality problems, consider alternative control measures, and recommend solution for implementation -  
   Not relevant.

9. If private WWT utilities with certificated areas are within the proposed regional service area, define who (municipal or private utility) serves what and when. Identify whose sewer lines can be approved in what areas and when -  
   Arizona American Water Company has not contacted Glendale to secure authority for planning activities associated with the proposed wastewater treatment plant near Loop 303 and Camelback Road and has not applied for a Certificate of Convenience and Necessity through the Arizona Corporation Commission. See Section of 2.0 B of this Amendment.

10. Describe method of effluent disposal and reuse sites (if appropriate) -  
    Not relevant.

11. If Sanitary Districts are within a proposed planning or service area, describe who serves the Sanitary Districts and when -  
    Not relevant.

12. Describe ownership of land proposed for plant sites and reuse areas -  
    Not relevant.

13. Address time frames in the development of the treatment works -  
    Not relevant.

14. Address financial constraints in the development of the treatment works -  
    Not relevant.

15. Describe how discharges will comply with EPA and Arizona municipal and industrial stormwater discharge regulations (Section 405, CWA) -  
    Not relevant.

16. Describe how open areas & recreational opportunities will result from improved water quality and how those will be used -  
    Not relevant.
17. Describe potential use of lands associated with treatment works and increased access to water-based recreation, if applicable -
   Not relevant.

REGULATIONS

18. Describe types of permits needed, including AZPDES, APP and reuse -
   Not relevant.

19. Describe restrictions on AZPDES permits, if needed, for discharge and sludge disposal -
   Not relevant.

20. Provide documentation of communication with ADEQ Permitting Section 30 to 60 days prior to public hearing regarding the need for specific permits -
   Not relevant.

21. Describe pretreatment requirements and method of adherence to requirements (Section 208 (b) (2) (d), CWA).
   Not relevant.

22. Identify, if appropriate, specific pollutants that will be produced from excavations and procedures that will protect ground and surface water quality (Section 208(b) (2) (K) and Section 304, CWA) -
   Not relevant.

23. Describe alternatives and recommendation in the disposition of sludge generated.
   (Section 405 CWA)
   Not relevant.

24. Define any nonpoint issues related to the proposed facility and outline procedures to control them -
   Not relevant.

25. Describe process to handle all mining runoff, orphan sites and underground pollutants, if applicable -
   Not relevant.

26. If mining related, define where collection of pollutants has occurred, and what procedures are going to be initiated to contain contaminated areas -
   Not relevant.
27. If mining related, define what specialized procedures will be initiated for orphan sites, if applicable -
   Not relevant.

CONSTRUCTION

28. Define construction priorities and time schedules for initiation and completion -
   Not relevant.

29. Identify agencies that will construct, operate and maintain the facilities and otherwise carry out the plan -
   Private developers of Cortessa and White Tank Foothills will be responsible for construction of new sewer infrastructure to City of Glendale and City of Surprise standards. City of Surprise will operate and maintain the sewage collection system per IGA. See Section 2.0 A and the first item (IGA) of Appendix A of this Amendment.

30. Identify construction activity-related sources of pollution and set forth procedures and methods to construct, to the extent feasible, such sources -
   Not relevant.

FINANCING AND OTHER MEASURES NECESSARY TO CARRY OUT THE PLAN

31. If plan proposes to take over certificated private utility, describe how, when and financing will be managed -
   Not relevant.

32. Describe any significant measure necessary to carry out the plan, e.g. institutional, financial, economic, etc.
   Not relevant.

33. Describe proposed method(s) of community financing -
   Not relevant.

34. Provide financial information to assure DMA has financial capability to operate and maintain wastewater system over its useful life -
   Not relevant.

35. Provide a time line outlining period of time necessary for carrying out plan implementation
   Not relevant.
Provide financial information indicating the method and measures necessary to achieve project financing. (Section 261 CWA or Section 604 may apply.)

Not relevant.

IMPLEMENTABILITY

Describe impacts and implementability of Plan:
Describe impacts on existing wastewater (WW) facilities, e.g., sanitary district, infrastructure/facilities and certificated areas -

City of Surprise has provided a will serve letter for wastewater treatment (see Section 2.8 A and fifth item of Appendix A of this Amendment).

Describe how and when existing package plants will be connected to a regional system -

Not relevant.

Describe the impact on communities and businesses affected by the plan -

Not relevant.

If a municipal WW system is proposed, describe how WWT service will be provided until the municipal system is completed: i.e., will package plants and septic systems be allowed and under what circumstances -

Not relevant.

Will be satisfied through MAG.

PUBLIC PARTICIPATION

Through 45.
City of Glendale

208 WATER QUALITY
MANAGEMENT PLAN AMENDMENT

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APPENDIX A
InterGovernmental Agreement, City of Glendale and City of Surprise
Council Resolution #04-49, City of Surprise
Figure 4.8, Glendale Municipal Planning Area
Figure 4.11, Surprise Municipal Planning Area
Letter, Cortessa Will Serve Letter with Stipulations, City of Surprise
Letter, Cortessa and White Tank Foothills Development, Sewer System
Operation and Maintenance, City of Surprise
Preliminary Schedule, Cortessa (COS Sewer Option)
Memorandum, Summary of Sewer System Improvements for Cortessa and
White Tank Foothills, David Evans & Associates
Figure, Cortessa & White Tanks Foothills Sewer System, David Evans & Associates
Figure, Conceptual Site Master Plan, City of Surprise, RT International Engineers
Figure 24A, SPI-1 Build-out Sewer System, RBF Consulting

APPENDIX B
Pages 4-82 and 4-83, Chapter 4, Point Source Plan, MAG 208 Water Quality
Management Plan Update, October 2002
Table ES. 1, Point Source Plan Summary, MAG 208 Water Quality
Management Plan Update, October 2002
Figure ES-1, Existing and Planned WWTP Locations

November 2004

GEORGE E. SHIRLEY
1.0 OVERVIEW

This amendment to the MAG (Maricopa Association of Governments) 208 Water Quality Management Plan, October 2002, will address changes to the Point Source Plan for the City of Glendale. Changes requested by the certified Municipal Planning Agency, City of Glendale, are as follows:

A. Definition of an area within the Glendale Municipal Planning Area (Glendale MPA) where temporary sewer service will be provided by the City of Surprise, in accordance with an InterGovernmental Agreement between the two cities, while Glendale evaluates permanent solutions to wastewater treatment.

B. Correction to the 208 Plan to delete a future Arizona American Water Company Water Reclamation Plant with an ultimate capacity of eight million gallons per day and sewer service area within the western portion of the Glendale Municipal Planning area.
2.0 DETAIL DESCRIPTIONS OF AMENDMENT ITEMS

A. Temporary Sewer Service Agreement within the Glendale Municipal Planning Area

The City of Glendale has executed an InterGovernmental Agreement (IGA) with the City of Surprise that allows for sewage treatment from two developments in the Glendale Municipal Planning Area (MPA) to be provided by the City of Surprise. The purpose of the IGA is to clarify the intent of the two cities allowing conveyance of sewage from those areas to the Surprise WWTP for an interim period while Glendale evaluates permanent solutions to wastewater treatment within its planning area. A copy of the IGA is attached in Appendix A showing conditions of this agreement. Other items included in Appendix A include: two figures from the October 2002 MAC 208 WQMP (Figure 4.3 - Glendale Municipal Planning Area and Figure 4.11 - Surprise Municipal Planning Area) that indicate the location and means to convey sewage from proposed developments of Coressa and White Tank Foothills; documentation from the City of Surprise that confirms intent to convey and treat projected wastewater flows; master planning documentation provided by the developers of the two projects; a drawing showing the planned configuration of the WWTP at ultimate capacity; and a drawing showing the proposed plan for the sewer system of City of Surprise at build-out.

B. Future Water Reclamation Plant Correction

This amendment includes a correction to the 208 Plan to delete a future Arizona American Water Company Water Reclamation Plant with an ultimate plant capacity of eight billion gallons per day and sewer service area within the western portion of the Glendale Municipal Planning area. The 208 Plan defines the service area for this plant on the north by Peoria Avenue, on the west by Perryville Road, on the south by Camelback Road, and on the east by Loop 303 and Reems Road. This correction to the 208 Plan involves deleting the last paragraph on page 4-42, which continues onto page 4-43 (see Appendix B). The City of Glendale did not authorize (and has not, as of this date, approved) the inclusion of this planning activity within its Municipal Planning Area (MPA). Arizona American Water Company has been advised of the appropriate procedures (MAC 208 Plan Amendment Requirements or Small Plant Review and Approval Process, per paragraphs 4.4 and 4.5) to secure planning approval by Glendale and MAG.

The Executive Summary, Table ES-1, page ES-14, is changed to delete reference to the AAWC WRP in the Northwest Area, Glendale Member Agency section. A revised Table ES-1 and Figure ES-1 is attached in Appendix B.
3.0 LETTERS OF SUPPORT

In June 2004, the City of Glendale solicited comments on the Final Draft, June 2004, of this Amendment from the following communities located within the prescribed 3 miles of each amendment item (Figure 4.8).

<table>
<thead>
<tr>
<th>City/Agency</th>
<th>Temporary Sewer Service Agreement</th>
<th>Future WRP Correction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buckeye</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Goodyear</td>
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<td>X</td>
</tr>
<tr>
<td>Litchfield Park</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Luke Air Force Base</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Maricopa County</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Surprise</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Letters and comments were received from all agencies listed above. Copies of letters received follow.
TOWN OF BUCKEYE

August 24, 2004

Subject: City of Glendale – 208 Water Quality Management Plan Amendment, Dated June 2004

To Whom It May Concern:

The Town of Buckeye has reviewed the 208 Water Quality Management Plan Amendment, Final Draft, June 2004. This plan includes the Russell Ranch WRP located within three miles of the Town of Buckeye Planning Area. The Town of Buckeye has no objection to the treatment facilities identified in the City of Glendale 208 Water Quality Management Plan.

Sincerely

[Signature]

Carroll E. Reynolds, P.E.
Town Manager

RECEIVED
SEP 16 2004

CAROLLO ENGINEERS
PHOENIX, ARIZONA
July 27, 2004

Kenneth A. Reedy, P.E.
Deputy City Manager, Public Works
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301-2599

RE: MAG 208 WATER QUALITY MANAGEMENT PLAN AMENDMENT

Dear Mr. Reedy:

The City of Goodyear has reviewed the City of Glendale's proposed amendment to the MAG 208 Water Quality Management Plan within 3 miles of our jurisdiction. Please be advised that the City does not have any objections to your proposed amendments.

If you have any questions, please contact me at 623-882-7504.

Sincerely,

CITY OF GOODYEAR

Charles McDowell
Water Management Director

cc: Grant I. Anderson, Deputy City Manager

File: WQMP NG 208 WC Plan Amendment 213504
City of Litchfield Park

Office of the City Manager

July 16, 2004

Mr. Kenneth A. Reddy, P.E.
Deputy City Manager, Public Works
City of Glendale, Municipal Complex
5850 West Glendale Avenue
Glendale, AZ 85301-2599

RE: MAG 208 Water Quality Management Plan Amendment

Dear Mr. Reddy:

The City of Litchfield Park has reviewed the plan, which:

1. Expands the Glendale West Area Water Reclamation Facility
2. Modifies the description of the Glendale Municipal Planning Area
3. Deletes reference to a proposed privately owned, future wastewater treatment plant.

The City of Litchfield Park has no objections or concerns regarding the City of Glendale MAG 208 Water Quality Management Plan Amendment dated June 21, 2004.

Respectfully,

Stuart R. Brackney
Interim City Manager
MEMORANDUM FOR Kenneth A. Reedy  
Deputy City Manager, Public Works  
5850 West Glendale Avenue  
Glendale Arizona 85301

FROM: 56 CES/CEO  
13970 West Lightning St.  
Luke Air Force Base Arizona 85309

SUBJECT: Water Quality Management Plan Amendment

After reviewing your proposal for amendment to MAG 208 Water Quality Management Plan, we have no objections to the three projects listed in the proposal. If you have further inquiries, please contact me at 623-866-3636 or at the address above.

ANTHONY J. DAVIT, Major, USAF  
Commander, Operations Flight

15 July 2004
September 28, 2004

Maricopa Association of Governments
302 North 1st Avenue, Suite 300
Phoenix, Arizona 85003

Attention: Ms. Lindy Bauer, Environmental Program Coordinator

Re: City of Glendale Proposed 208 Water Quality Management Plan Amendment

Dear Ms. Bauer:

Carollo Engineers has submitted a proposed 208 Amendment to the Maricopa County Environmental Services Department (MCESD) for expansion of the City of Glendale West Area Water Reclamation Facility. The facilities are located near Camelback Road and Glen Arbor Avenue in the City of Glendale.

In accordance with the MAG 208 Water Quality Management Plan, the proposed 208 Amendment for the facility was submitted to this Department for comment, since the facility is located within three miles of the unincorporated area of Maricopa County.

Based on a review of the proposed 208 Amendment, dated June 2004, the Maricopa County Environmental Services Department, Water and Waste Management Division, supports the expansion of the City of Glendale West Area Water Reclamation Facility.

Approval to Construct (ATC) and Approval of Construction (AOC) must be obtained from this Department prior to start of construction and startup, respectively, of all treatment, recharge, reuse, and discharge facilities, including all conveyance facilities and final end user facilities. This also includes any re-ratings of treatment, recharge, reuse, or disposal facilities. Please correct Table 3.1 accordingly.

The Overview and Detailed Description of Amendment Items includes temporary sewer service for two (2) specific developments to be provided by the City of Surprise, utilizing a dedicated sewage pumping station, with treatment provided at the Surprise South Wastewater Treatment Facility.
Page 2 of 2
September 28, 2004
Ms. Lindy Bauer
City of Glendale Water Quality Management Plan Amendment

While this arrangement satisfies the needs of these two developments, it does not acknowledge, nor accommodate, the other developers in the same region that may wish to participate in this temporary solution. By conclusion, this may result in the proliferation of several smaller treatment facilities within this region, or the expanded use of septic systems, neither of which is desired. Furthermore, because this temporary solution has no schedule to return to a permanent Glendale treatment facility, provisions are also necessary for the City of Surprise to provide for long term capacity in their facility, which would require a 208 Amendment for additional expansion of the Surprise South treatment facility and service area.

The Overview and Detailed Description of Amendment items also includes deletion of a proposed private treatment facility, to be developed by Arizona American Water Company. This proposed facility was not authorized by the City of Glendale is thereby being removed.

While this Department supports the deletion of this facility, this action does not acknowledge, nor accommodate, the numerous developers in this region that wish to participate in a regional solution. It is also critical that an alternative regional solution be provided for this region, or this may also result in the proliferation of several smaller treatment facilities within the region, or the expanded use of septic systems, neither of which is desired. Development of a regional solution or the development of additional small wastewater treatment facilities would require a future 208 Amendment.

If you have any questions or comments, please feel free to contact Mr. Dale Bodnya or myself, at 506-6656.

Sincerely,

[Signature]
John A. Power, PE
Manager, Water and Waste Management Division

cc:
Mr. Albert F. Brown, RS, MPA, Director, MC Environmental Services Department
Mr. Dale Bodnya, PE, Manager, Water/Wastewater Treatment Section, MCESD
ADEQ, Manager, Water Permits and Plan Review Section
Mr. Ken Reedy, PE, Deputy City Manager, City of Glendale
Mr. George Shirley, PE, Carollo Engineers
File
August 20, 2004

Mr. Ken Reedy
Deputy City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301-2599

Re: Glendale MAG 208 Plan Amendment Request

Dear Mr. Reedy:

I am writing in response to your request regarding the proposed City of Glendale Water Quality Management Plan Amendment. The City of Surprise has no objection to the City of Glendale Amendment, pursuant to the existing Intergovernmental Agreement (IGA) between Surprise and Glendale, which more specifically addresses the Cortessa and White Tank Foothills Development.

Sincerely,

[Signature]

Jim Rumpeltes, City Manager
City of Surprise

cc: George Shirley, Carollo Engineers
    Bob Speirs, Stardust Development
    Rich Williams, Sr., Water Services
4.0 LETTERS TO JURISDICTIONS WITHIN THREE MILES EXPLAINING REVISION TO THE DRAFT DOCUMENT PREVIOUSLY SENT, AND GLENDALE'S INTENT TO UTILIZE THE PRIOR LETTERS OF NO OBJECTION UNLESS OTHERWISE ADVISED
November 12, 2004
Town of Buckeye
100 North Apache
Buckeye, AZ 85326

Attention: Carroll E. Reynolds, P.E.
Town Manager

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated August 24, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plant. The draft document forwarded for your review and comment contained these elements:

A. Expansion of the Glendale West Area Water Reclamation Facility.

B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.

C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning Area.

Glendale has determined to delete Item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceed only with the remaining two items at the present time (to be relabeled A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (Agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/830-2254, Mr. Glenn Compton, P.E. 623/930-3659, or Carollo Engineers, Mr. George Shirley, P.E. at 602/263-9500.

Sincerely,

CAROLLO ENGINEERS, P.C.

George E. Shirley, P.E.
Project Manager

GES:fh

Attachments

cc: Mr. Ken Reedy, City of Glendale
Mr. Glenn Compton, City of Glendale
Ms. Lindy Bauer, MAG
November 12, 2004

City of Goodyear
Water Management Department
P.O. Box 5100
Goodyear, AZ 85338

Attention: Charles McDowell
Water Management Director

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated July 27, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plan. The draft document forwarded for your review and comment contained these elements:

A. Expansion of the Glendale West Area Water Reclamation Facility.
B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning area.

Glendale has determined to delete item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceed only with the remaining two items at the present time (to be relabeled A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (Agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/990-2254, Mr. Glenn Compton, P.E. 623/930-3630, or Carollo Engineers, Mr. George Shirley, P.E. at 602/263-9500.

Sincerely,

CAROLLO ENGINEERS, P.C.

[Signature]

George E. Shirley, P.E.
Project Manager

GES/ph

Attachments

c: Mr. Ken Reedy, City of Glendale
Mr. Glenn Compton, City of Glendale
Ms. Lindy Bauer, MAG

HClGlen dances 208 Wagner 12-21 Amand Rev Notif Resolved doc
2013 NORTH 44TH STREET, SUITE 161 • PHOENIX, ARIZONA 85018 • (602) 293-9500 • FAX (602) 293-1422
November 12, 2004

City of Litchfield Park
214 W. Wigwam Boulevard
Litchfield Park, AZ 85340

Attention: Stuart R. Brackney
Interim City Manager

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated July 16, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plant. The draft document forwarded for your review and comment contained these elements:

A. Expansion of the Glendale West Area Water Reclamation Facility.
B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning area.

Glendale has determined to delete Item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceed only with the remaining two items at the present time (to be relabeled A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (Agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/930-2254, Mr. Glenn Compton, P.E. 923/930-3630, or Carollo Engineers, Mr. George Shirley, P.E. at 602/269-9500.

Sincerely,

CAROLLO ENGINEERS, P.C.

George E. Shirley, P.E.
Project Manager
GES, Inc.

Attachments

cc: Mr. Ken Reedy, City of Glendale
    Mr. Glenn Compton, City of Glendale
    Ms. Lindy Bauer, MAG
November 12, 2004

50 CES/CEO
13070 West Lightning Street
Luke Air Force Base, AZ 85369

Attention: Anthony J. Davit, Major, USAF
Commander, Operations Flight

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated July 15, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plant. The draft document forwarded for your review and comment contained these elements:

A. Expansion of the Glendale West Area Water Reclamation Facility.

B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.

C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning area.

Glendale has determined to delete item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceeded only with the remaining two items at the present time (to be referred to as A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (Agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/930-2254, Mr. Glenn Compton, P.E. 623/930-3630, or Carollo Engineers, Mr. George Shirley, P.E. at 602/263-9500.

Sincerely,

CAROLLO ENGINEERS, P.C.

George E. Shirley, P.E.
Project Manager
GES3h

Attachments
cc: Mr. Ken Reedy, City of Glendale
Mr. Glenn Compton, City of Glendale
Ms. Lindy Bauer, MAG
November 12, 2004

Maricopa County Environmental Services Department
1001 N. Central Avenue, Suite 150
Phoenix, AZ 85004

Attention: John A. Power, P.E.
Manager, Water and Waste Management Division

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated September 28, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plan. The draft document forwarded for your review and comment contained these elements:

A. Expansion of the Glendale West Area Water Reclamation Facility.
B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning area.

Glendale has determined to delete Item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceed only with the remaining two items at the present time (to be relabeled A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (Agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/930-2254, Mr. Glenn Compton, P.E. 623/930-3830, or Carollo Engineers, Mr. George Shirley, P.E. at 602/263-9510.

Sincerely,

CAROLLO ENGINEERS, P.C.

George E. Shirley, P.E.
Project Manager
GES/11h

Attachments

cc: Mr. Ken Reedy, City of Glendale
    Mr. Glenn Compton, City of Glendale
    Ms. Lindy Bauer, MAG
City of Surprise
12425 W. Bell Road
Suite D-100
Surprise, AZ 85374

Attention: Jim Rumpeltis
City Manager

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated August 20, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plant. The draft document forwarded for your review and comment contained these elements:

A. Expansion of the Glendale West Area Water Reclamation Facility.
B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning area.

Glendale has determined to delete Item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceed only with the remaining two items at the present time (to be relabeled A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/930-2254, Mr. Glenn Compton, P.E. 623/930-3630, or Carollo Engineers, Mr. George Shirley, P.E. at 602/247-9500.

Sincerely,

CAROLLO ENGINEERS, P.C.

George E. Shirley, P.E.
Project Manager

GESjh

Attachments

cc: Mr. Ken Reedy, City of Glendale
Mr. Glenn Compton, City of Glendale
Ms. Lindy Bauer, MAG
APPENDIX A

InterGovernmental Agreement, City of Glendale and City of Surprise

Council Resolution #04-49, City of Surprise

Figure 4.8, Glendale Municipal Planning Area

Figure 4.11, Surprise Municipal Planning Area

Letter, Cortessa Will Serve Letter with Stipulations, City of Surprise

Letter, Cortessa and White Tank Foothills Development, Sewer System Operation and Maintenance, City of Surprise

Preliminary Schedule, Cortessa (COS Sewer Option)

Memorandum, Summary of Sewer System Improvements for Cortessa and White Tank Foothills, David Evans & Associates

Figure, Cortessa & White Tanks Foothills Sewer System, David Evans & Associates

Figure, Conceptual Site Master Plan, City of Surprise, RT International Engineers

Figure 24A, SPA1 Build-out Sewer System, RBF Consulting
FACSIMILE TRANSMITTAL
CITY ATTORNEYS OFFICE
12425 West Bell Road
Suite D-160
Surprise, Arizona 85374
623-583-3135 (Office)
623-583-1399 (Fax)

To: Stanbush Development/Dorothy Dereches
Fax: 480/607-5801

From: Jeffrey Billie

Date: March 17, 2004

Subject: IGA to sewer service to Colesa

Pages (incl. cover): 15

The information enclosed herein is confidential. Should you not receive all pages of this transmission, or receive this transmission in error, please call Connie at the above telephone number.
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF GLENDALE, ARIZONA
AND THE CITY OF SURPRISE, ARIZONA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and
between the City of Glendale, an Arizona municipal corporation ("Glendale"), and the City of
Surprise, an Arizona municipal corporation ("Surprise"), hereinafter referred to collectively as
"the Parties", or individually as "Party". This Agreement shall become effective upon the date
the last Party signs ("the Effective Date").

Recitals

A. The Parties are authorized to enter into this Agreement by A.R.S. §1-952.

B. The purpose of the Agreement is to memorialize in writing the arrangement between the
Parties regarding the provision of sewer service to the projects known as Cortessa, 65th
White Tank Mountain Park Ranch, and White Tank Footballs. Both projects are
approximately six hundred and forty (640) acres in size, and are located between Peoria
Avenue, Perryville Road, Northern Avenue, and Circo Road, see Exhibit A for a
description of the properties, herein referred to collectively as "the Projects", or
individually as "Project".

C. The Parties agree and understand that the Projects are located within both Glendale's
stip sanitation and Maricopa Association of Governments (MAG) 208 sewer service
area.

D. The Parties also agree and understand that currently Surprise is in a better position to
provide sewer service to the Projects, and that it is desirable to have a municipality
providing sewer service to the Projects as opposed to alternative methods such as private
providers or package plants.

Agreement

The Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this
Agreement by this reference.

2. Glendale's Duties. Glendale shall:
   a. Immediately start and diligently pursue the removal of the Projects from its MAG 208
      service area.
   b. Notify Surprise in writing when in the future it is capable and desirous of providing
      sewer service to the Projects.
3. Surprise’s Duties. Surprise shall:
   a. Immediately start and diligently pursue the addition of the Projects to its MAG 208 service area.
   b. Provide the Projects with sewer service.
   c. Agree to relinquish the Projects back to Glendale, if and when Glendale determines that it desires to provide sewer service to the Projects.
   d. Immediately start and diligently pursue the removal of the Projects from its MAG 208 service area upon receipt of Glendale’s written notification that Glendale has determined that it desires to provide sewer service to the Projects, provided the Projects were added to Surprise’s MAG 208 sewer service area.
   e. Agree to pay to Glendale all sewer system development fees collected from the Projects within one (1) year following the date Glendale actually begins providing sewer service to the Projects.
   f. Require the Projects, at their sole cost and expense, to disconnect from Surprise’s sewer system and connect to Glendale’s sewer system within one hundred twenty (120) days following receipt of Glendale’s written notification that Glendale has determined that it desires to provide sewer service to the Projects.
   g. Require the Projects to comply with its Luke Air Force Base notification requirements, specifically the requirement that the noise contour map shall be displayed in all model homes complexities.

4. Term. The term of this Agreement shall be twenty-five (25) years, beginning on the Effective Date. This Agreement may be terminated earlier upon the mutual written consent of the Parties. In the event Glendale determines that it desires to provide sewer service to the Projects, then this Agreement shall terminate upon Surprise’s payment to Glendale of the sewer system development fees collected from the Projects.

5. Indemnification. Each Party (as “indemnitee”) agrees to indemnify, defend and hold harmless the other Party (as “indemnitor”) from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney’s fees (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

6. Default, Breach, Remedies and Premature Termination. If either Party fails to perform any of its obligations under this Agreement, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have thirty (30) days after the receipt of such notice in which to cure the default, provided however, that if the default reasonably cannot be cured in thirty (30) days, then if the defaulting Party begins action to cure the default within thirty (30) days and expeditiously proceeds to complete such action, the time for curing the default shall be extended for the amount of time which is reasonably needed to cure the default. Failure to timely cure the default constitutes a breach of this Agreement. In the event of a breach, the non-breaching Party may terminate this Agreement and obtain any remedy provided by law.
7. Severability and Premature Termination. If a court of competent jurisdiction holds, or if the Attorney General of Arizona opines in a written opinion, that any provision of this Agreement is invalid, then the invalid provision shall be stricken from this Agreement, and the Parties shall negotiate in good faith using their best efforts to revise this Agreement so that the Party which was benefited by the invalid provision receives the benefit of its bargain. At the conclusion of such negotiations, the Party which was benefited by the invalid provision may elect to continue this Agreement in force, with or without additional modifications, or to terminate this Agreement.

8. Premature Termination for Other Reasons. Either Party may terminate this Agreement for the reasons stated in A.R.S. § 38-511. If a court of competent jurisdiction holds, or if the Attorney General of Arizona opines in a written opinion, that the duration of this Agreement is unlawful, then the duration of this Agreement shall extend for the longest period of time which is permissible by law, at the end of which time, this Agreement shall terminate; provided however, that prior to such termination the Parties shall use their best efforts in good faith to negotiate a lawful extension of this Agreement.

9. Assignment and Delegation Prohibited. Neither Party may assign any of its rights nor delegate any of its duties under this Agreement without the prior written consent of the other Party which may be withheld for any reason or for no reason.

10. No Third Party Beneficiaries. Only the Parties may enforce this Agreement. The Parties do not intend through this Agreement to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this Agreement.

11. Governing Law; Choice of Forum. This Agreement shall be construed in accordance with, and shall be governed by, the internal, substantive laws of the State of Arizona. Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.

12. Fair Interpretation. The Parties have been represented by counsel in negotiation and drafting this Agreement, and this Agreement shall be construed to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

13. Entire Agreement. This Agreement, including the attached Exhibits, constitutes the complete, exclusive and final expression of the Parties’ intent, and as such, supersedes all previous communications, representations or agreements, written or verbal with respect to its subject matter.

14. Section Headings. The section headings used herein are for reference only and shall not be used to construe, define, extend or describe the scope or intent of this Agreement.
15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed as original and all so executed shall constitute one agreement, binding on the Parties.

16. Notice. Except as otherwise required by law, all notices given pursuant to the terms of this Agreement shall be in writing and shall further be deemed received upon personal delivery or transmission via telecopy thereof or if mailed, five (5) business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the Parties at the addresses set out below, or at such other address as either Party may designate in writing:

If to Surprise:
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Attn: Waste Services Director

with a copy to:
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Attn: City Attorney

If to Glendale:
City of Glendale
5350 West Glendale Avenue
Glendale, Arizona 85301
Attn: City Manager

with a copy to:
City of Glendale
5350 West Glendale Avenue
Glendale, Arizona 85301
Attn: City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CITY OF GLENDALE  CITY OF SURPRISE

By: ___________________________  By: ___________________________

Mayer        Mayer

Dated: ___________  Dated: ___________

ATTERTED BY ATTESTED BY

_________________________  ___________________________
City Clerk        City Clerk

NVATTYNMA/BTQgO4M4AtPeeCe  auto service IDM.doc
Created by: 11/3/2004 1:34 AM  4
ATTORNEY CERTIFICATION

In accordance with A.R.S. § 1.1-932, the undersigned certify that the foregoing Amendment has been reviewed by the undersigned attorneys who have determined that the Agreement as amended is in proper form and is within the powers and authority granted to the public body represented by each attorney.

[Signature]
Jeffrey Billie
Attorney for City of Surprise

[Signature]
Tom Marlini
Attorney for City of Glendale
RESOLUTION #04-49


WHEREAS, pursuant to Arizona Revised Statutes §11-952 the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities, and;

WHEREAS, this intergovernmental agreement will create an arrangement that will allow the City of Surprise to provide sewer service to a limited area within the City of Glendale’s strip annexation area;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Surprise, Arizona, that:

Section 1. The City of Surprise hereby agrees to enter into the Intergovernmental Agreement between the City of Glendale, Arizona and the City of Surprise, Arizona, which is attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized and directed to sign the Intergovernmental Agreement between the City of Glendale, Arizona and the City of Surprise, Arizona on behalf of the City of Surprise.

APPROVED AND ADOPTED this 12th day of February, 2004.

[Signature]
Tom Shafer, Mayor

[Signature]
Jeffrey Bilite, City Attorney

Attest:

[Signature]
Shevy Agnese, City Clerk

Approved as to Form:

[Signature]

Year: Mayor Shafer, Vice-Mayor Cox, Council Members: Allen, Arizmendi, Bails & Belliran. (Excused-Palanovich)
Nays: ____________________________
EXHIBIT A TO RESOLUTION #64-49

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF GLENDALE, ARIZONA
AND THE CITY OF SURPRISE, ARIZONA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the City of Glendale, an Arizona municipal corporation ("Glendale"), and the City of Surprise, an Arizona municipal corporation ("Surprise"), hereinafter referred to collectively as "the Parties", or individually as "Party". This Agreement shall become effective upon the date the last Party signs ("the Effective Date").

Recitals

A. The Parties are authorized to enter into this Agreement by A.R.S. §1-952.

B. The purpose of the Agreement is to memorialize in writing the arrangement between the Parties regarding the provision of sewer service to the projects known as Cortessa, S/3/a White Tank Mountain Park Ranch, and White Tank Foothills. Both projects are approximately six hundred and forty (640) acres in size, and are located between Peoria Avenue, Perryville Road, Northern Avenue, and Citrus Road, see Exhibit A for a depiction of the properties, herein referred to collectively as "the Projects", or individually as "Project".

C. The Parties agree and understand that the Projects are located within both Glendale's strip annexation and Maricopa Association of Governments (MAG) 208 sewer service area.

D. The Parties also agree and understand that currently Surprise is in a better position to provide sewer service to the Projects, and that it is desirable to have a municipality providing sewer service to the Projects as opposed to alternative methods such as private providers or package plants.

Agreement

The Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement by this reference.

2. Glendale's Duties. Glendale shall:
   a. Immediately start and diligently pursue the removal of the Projects from its MAG 208 service area.
b. Notify Surprise in writing when in the future it is capable and desirous of providing sewer service to the Projects.

3. Surprise’s Duties. Surprise shall:
   
a. Immediately start and diligently pursue the addition of the Projects to its MAG 208 service area.
   
b. Provide the Projects with sewer service.
   
c. Agree to relinquish the Projects back to Glendale, if and when Glendale determines that it desires to provide sewer service to the Projects.
   
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If to Surprise:
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Attn: Water Services Director

with a copy to:
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Attn: City Attorney

If to Glendale:
Attn: City Manager

with a copy to:
Attn: City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CITY OF GLENDALE
EXHIBIT COPY

By: ____________________________
Mayor

Dated: __________________________

ATTESTED BY
EXHIBIT COPY

City Clerk

CITY OF SURPRISE
EXHIBIT COPY

By: ____________________________
Mayor

Dated: __________________________

ATTESTED BY
EXHIBIT COPY

City Clerk
ATTORNEY CERTIFICATION

In accordance with A.R.S. § 1-1-572, the undersigned certify that the foregoing Amendment has been reviewed by the undersigned attorneys who have determined that the Agreement as amended is in proper form and is within the powers and authority granted to the public body represented by each attorney.

Jeffrey Billie
Attorney for City of Surprise

Attorney for City of Glendale
January 29, 2004

Attention: Bob Speirs
Stardust Companies
6730 N. Scottsdale Rd. / Suite 230
Scottsdale, Arizona 85253

Re: Cortessa Will Serve Letter
With stipulations

Dear Mr. Bob Speirs:

The Cortessa project is in the unincorporated County, but is within the City of Glendale’s Planning and Sewer service area. The City of Surprise is currently formulating an Intergovernmental Agreement (IGA) with the City of Glendale, which allows the City of Surprise to be the sewer provider for this project and the adjacent project to the south known as White Tank Foothills. Once all IGA, MAG 208 Amendment and Development Agreement requirements and obligations are met, the City of Surprise will provide sanitary sewer service to these projects.

Please note the Surprise City Council has previously authorized staff to proceed with this arrangement. Furthermore, the IGA is currently scheduled to be placed on a February Surprise City Council agenda approval.

Please feel free to contact me if you have any questions at 623-875-4247.

Sincerely,

Todd Gilliam
Water Services, Infrastructure Specialist
March 15, 2004

Dennis Gerard
Maricopa County Planning & Development Department
411 North Central Avenue, 3rd Floor
Phoenix, AZ 85004

RE: Cortessa & White Tank Foothills
Sewer System Operation and Maintenance

Dear Mr. Gerard:

The City of Surprise has reached an agreement in principle with the developers of the Cortessa and White Tank Foothills projects to own, operate and maintain their combined sewer collection system, which includes the on-site sewer lines, lift station and force main leading into our main sewer trunk line in Peoria Ave.

It is my understanding that the developers are seeking Preliminary Plat approval from Maricopa County, and will represent to Maricopa County that the operation and maintenance agreement for the collection system will be executed prior to the submission of any Final Plat application.

The City of Surprise previously issued a “will-serve” letter to provide the sewer service for these projects, and both the Surprise and Glendale City Councils have approved the Intergovernmental Agreement.

The City of Surprise is committed to providing sewer service to the Cortessa and White Tank Foothills projects, and will continue to work with the developers on the preparation and execution of a formal operation and maintenance agreement.

Sincerely,

Rich Williams, Sr.
Water Services Director
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Parking/Connection</td>
<td>10 days</td>
<td>Mon 1/3/03</td>
<td>Fri 1/3/03</td>
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<td>Fri 1/3/03</td>
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<td>Wall</td>
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<td>Mon 1/3/03</td>
<td>Fri 1/3/03</td>
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<td>Mon 1/3/03</td>
<td>Fri 1/3/03</td>
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<tr>
<td>82</td>
<td>Final Letter of Acceptance</td>
<td>10 days</td>
<td>Mon 1/3/03</td>
<td>Fri 1/3/03</td>
</tr>
</tbody>
</table>

**Cortesia (COS Sewer Option) Preliminary Schedule**

Date: Mon 5/3/03

**Progress**

- Milestone
- Project Summary
- External Tasks
- Deadlines

**Page 1**
MEMORANDUM

DATE: December 2, 2004
TO: George Shirley, Carollo Engineers
FROM: Bill Roberts
SUBJECT: Summary of Sewer System Improvements for Cortessa and White Tank Foothills
PROJECT: Cortessa
PROJECT NO: STAR0000-0114
COPIES: Dorothy Desroches, Stardust, Inc.

George,

We have addressed your questions regarding the 208 Amendment below.

GENERAL DESCRIPTION OF DEVELOPMENTS:

Cortessa:

Cortessa is approximately 613 acres of residential and commercial development in Maricopa County, Arizona, Section 27, Township 3 North, Range 2 West of the Gila and Salt River Base Meridian. The project site is bounded by Peoria Avenue on the north, Citrus Road on the east, Olive Avenue on the south, and the unimproved Perryville Road alignment on the west.

White Tank Foothills:

White Tank Foothills is approximately 640 acres of residential and commercial development in Maricopa County, Arizona, Section 34, Township 3 North, Range 2 West of the Gila and Salt River Base Meridian. The project is bounded by Olive Avenue on the north, Citrus Road on the east, Northern Avenue on the south, and the unimproved Perryville Road alignment on the west.
WASTEWATER FLOWS:

The wastewater flows generated by each development and their individual phases are listed in the table below. The estimated completion dates for each phase are also provided.

<table>
<thead>
<tr>
<th>Development</th>
<th>Phase</th>
<th>Estimated Date of Completion</th>
<th>DU's</th>
<th>Peak Factor</th>
<th>Estimated Peak WW Flows¹ (Mgd)</th>
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<td>Cortessa</td>
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<td>2005</td>
<td>1248</td>
<td>1.82</td>
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<td>610</td>
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<td>0.355²</td>
</tr>
<tr>
<td>Cortessa and WT Foothills</td>
<td>Ultimate</td>
<td>2009</td>
<td>3016²</td>
<td>1.82</td>
<td>2.162³</td>
</tr>
</tbody>
</table>

Flow calculations are based on ADEQ guidelines with a peaking factor of 1.82.

² Residential flows only.

¹ Includes equivalent DU’s and flows for commercial.

IMPROVEMENTS AND OPERATIONS:

The wastewater generated by Cortessa and White Tank Foothills will flow through gravity sewer lines along Citrus Road to a lift station located in the southeast corner of White Tank Foothills. The lift station will have 2 submersible sewage pumps with a capacity of 1501 gpm at 133³ of TDH each, associated piping, valving, odor control, backup power, and typical site improvements such as stone ground cover and CMU walls. The lift station will be built at ultimate capacity. Wet well levels will be adjusted based on incoming flows until the ultimate build-out condition. The lift station will discharge through a 12" force main located along Citrus Avenue north to a proposed gravity trunk sewer located on Peoria Avenue. The trunk sewer will be constructed as part of this project and will run along Peoria Avenue between Citrus Road and Reems Road. The trunk sewer will tee into a proposed gravity trunk line located at the Reems Road intersection. This proposed line between Reems Road and Bullard Avenue will be designed and constructed by others. An exhibit showing the proposed improvements has been attached to this memorandum.
The lift station, sewer force main, and sewer collection system within Cortessa, White Tank Foothills, and on Citrus Road between Peoria Avenue and Northern Avenue will be maintained and operated by the City of Surprise. The sewer trunk line on Peoria Avenue will also be maintained and operated by the City of Surprise.

DEA has contacted Rich Williams with the City of Surprise. Rich will send a "Will Serve" letter to Carollo along with information regarding the City’s South Surprise WWTP process and capacity.

It is understood Carollo will obtain a signed copy of the Inter-Governmental Agreement between the City of Glendale and the City of Surprise once it has been approved.
APPENDIX B

Pages 4-82 and 4-83, Chapter 4 Point Source Plan, MAG 208 Water Quality Management Plan Update, October 2002 (striking the Future Arizona American Water Company Water Reclamation Plant with an ultimate plant capacity of eight million gallons per day and sewer service area within the western portion of the Glendale Municipal Planning area)

Table ES.1, Point Source Plan Summary, MAG 208 Water Quality Management Plan Update, October 2002

Figure ES-1, Existing and Planned WWTP Locations

November 2004
H:\Client\Glendale\Fy05\WQA40909\Amendment\Final_Fy06Report\rev-400
be shut down and flows within the Glendale MPA currently directed to this facility will be redirected to the Goodyear LPSCo system as identified in the 200 Plan Amendment for Goodyear/LPSCo. Both of these small treatment plants discharge effluent via seepage pits.

**Future Wastewater System Development.** A portion of the wastewater from the South Area will continue to be discharged to the SROG system. The Glendale West Area Water Reclamation Facility is planned to treat its ultimate capacity of 15 mgd of wastewater from the South Area. The first expansion of the WAWRF is planned within the 2002-2010 period.

The City of Glendale is firmly committed to maximizing the recharge and reuse of treated effluent. The city's goal is to reclaim up to 80 to 85 percent of the total wastewater flow for recharge or reuse.

Wastewater flow projections (annual average flow in mgd for each treatment plant service area) are presented in Table 4.20 based on flow projections from Table 4.19.

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<th>Year</th>
<th>SROG Facility (mgd)¹</th>
<th>ARWRF (mgd)²</th>
<th>WAWRF (mgd)²</th>
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¹ Annual average daily flows. Includes residuals from WRP.
² Annual average effluent flow (local WRP flow less residuals).

The sewerage master study identified a number of collection system improvements to be constructed, principally relief sewers 12 or 15 inches in diameter. The Ocotillo Road relief sewer will be 2.75 miles of 30-inch diameter sewer, required before year 2005.

A new wastewater treatment plant is planned for the Russell Ranch development on a site near Camelback Road and Citrus Road. The treatment facilities will consist of influent pumping and headworks, conventional extended aeration activated sludge with nitrogen removal, tertiary filtration, and UV disinfection. Capacity of the initial facility will be 0.06 mgd with ultimate capacity of 0.40 mgd. Effluent will be recharged or reused for landscape irrigation. Once the plant is constructed and operational, ownership will be taken over by Arizona American Water Company under the Arizona Corporation Commission.

Within the western portion of the Glendale MPA, Arizona American Water Company is planning a sewer service for an area called the Arizona American Water Company (AAWC) Service Area. The AAWC SA is defined on the north by Peoria Avenue, on the west by Perryville Road, on the south by Camelback Road, and on the east by Loop 303 and...
Reem's Road. A treatment plant of ultimate capacity of 3 mgd (annual average day) is planned to be constructed in phases to match rate of area development, with initial sizing to be 0.5 mgd. Although AAWC is still in the process of evaluating options to select the best location for the plant site within the service area, a possible location is in the northwest quadrant of Camelback Road and Loop 303. The AAWC Water Reclamation Plant is planned to ultimately serve as the regional plant and will replace the initial Russell-Ranch WWTP facility, which will be decommissioned after the initial WRF startup and sewer connection is complete. The WRF will consist of process units including: preliminary treatment, activated sludge, flow equalization, filtration, disinfection, sludge stabilization or anaerobic digestion, and gravity belt or belt press thickening. Effluent will be recharged or reused for landscape irrigation and sludge will be hauled to landfill.

A new wastewater treatment plant is planned for the Desert Gardens II Apartment Complex on Glendale Avenue west of 135th Avenue. The 60,000 gpd WWTP will consist of a sewage lift station, primary settling, extended aeration, denitrification, clarification, tertiary filtration and disinfection. Sludge disposal will be to State-approved landfill and effluent disposal will be through deep sewage pits. An Aquifer Protection Permit will be required.

**Summary of Proposed Improvements**

Capital improvements through the year 2010 are summarized below.

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1 Costs are at current (June 2000) dollars, ENR = 6238.
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## Table ES.1 Point Source Plan Summary

MAG 208 Water Quality Management Plan Update

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<th>CURRENT MDG</th>
<th>FUTURE ADD MDG</th>
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¹ Defined expansions/additions within 20-year plan.
² Costs from CIP or estimated future additional mdg capacities of treatment plants.
³ Year 2020 planning period only.
THE ARIZONA REPUBLIC

STATE OF ARIZONA  
COUNTY OF MARICOPA  

SS.

Tabitha Antoniadis, being first duly sworn, upon oath deposes and says: That she is a legal advertising representative of the Arizona Business Gazette, a newspaper of general circulation in the county of Maricopa, State of Arizona, published at Phoenix, Arizona, by Phoenix Newspapers Inc., which also publishes The Arizona Republic, and that the copy hereunto attached is a true copy of the advertisement published in the said paper on the dates as indicated.

The Arizona Republic

December 6, 2004

Sworn to before me this
41st day of
December A.D. 2004

[Signature]
Notary Public
December 8, 2004

TO: Interested Parties for Water Quality

FROM: Brenda Day, Environmental Planning Program Manager

SUBJECT: PUBLIC HEARING ON THE DRAFT MAG 208 WATER QUALITY MANAGEMENT PLAN AMENDMENTS FOR THE TOWN OF BUCKEYE PALO VERDE ROAD WASTEWATER TREATMENT PLANT, CITY OF SURPRISE SPECIAL PLANNING AREA 3 REGIONAL WASTEWATER TREATMENT PLANT, AND CITY OF GLENDALE TEMPORARY SEWER SERVICE AGREEMENT AND FUTURE WATER RECLAMATION PLANT CORRECTION

Public Hearing
January 19, 2005 at 4:00 p.m.
MAG Office, Saguaro Room
302 N. 1st Avenue, Second Floor
Phoenix, Arizona 85003

The Maricopa Association of Governments (MAG) will conduct a public hearing on the Draft MAG 208 Water Quality Management Plan Amendments for the Town of Buckeye Palo Verde Road Wastewater Treatment Plant, City of Surprise Special Planning Area 3 Regional Wastewater Treatment Plant, and City of Glendale Temporary Sewer Service Agreement and Future Water Reclamation Plant Correction on January 19, 2005. The purpose of the hearing is to receive public comments on the draft plan amendments.

The proposed Buckeye Palo Verde plant would have a capacity of 10.2 million gallons per day (mgd) and would be located east of Palo Verde Road, between Broadway and Southern. Reclaimed effluent would be disposed through reuse, recharge, and an Arizona Pollutant Discharge Elimination System (AZPDES) permit discharge. The City of Surprise Special Planning Area 3 plant would have a 30 mgd capacity and would be located in the southwest quarter of Section 22 of Township 4 North, Range 2 West. Reclaimed effluent would be disposed through reuse, recharge and an AZPDES permit discharge.

The draft Glendale amendment defines an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise, and includes a connection to the 208 Plan to delete a future Arizona American Water Company Water Reclamation Plant with an ultimate capacity of 8.0 mgd and sewer service area within the western portion of the Glendale Municipal Planning Area.

For your information and convenience, a copy of the public hearing notice is enclosed. The draft documents
are available for public review at the MAG Office, third floor from 8:00 a.m. to 5:00 p.m. Monday through Friday. Copies are also available for review at the Glendale Public Library, 5959 West Brown Street; Mesa Public Library, 64 East First Street; and Phoenix Central Public Library, 1221 North Central Avenue. Public comments are welcome at the hearing, or may be submitted in writing by 4:00 p.m. on January 19, 2005 to MAG staff at the address below.

Contact Persons: Brenda Day- Buckeye and Surprise Amendments Julie Hoffman- Glendale Amendment 302 N. 1st Avenue, Suite 300 Phoenix, AZ 85003 Fax: (602) 254-6490
PUBLIC HEARING ON THE DRAFT MAG 308 WATER QUALITY MANAGEMENT PLAN AMENDMENTS FOR THE CITY OF SURPRISE SPECIAL PLANNING AREA 3 REGIONAL WASTEWATER TREATMENT PLANT, TOWN OF BUCKEYE PALO VERDE ROAD WASTEWATER TREATMENT PLANT AND CITY OF GLENDALE TEMPORARY SEWER SERVICE AGREEMENT AND FUTURE WATER RECLAMATION PLANT CORRECTION

Wednesday, January 19, 2005 at 4:00 p.m.
MAG Office, Suite 200 - Saguaro Room
302 North 1st Avenue
Phoenix, Arizona 85003

The Maricopa Association of Governments (MAG) will conduct a public hearing on the Draft MAG 208 Plan Amendments for the Town of Buckeye Palo Verde Road Wastewater Treatment Plant, the City of Surprise Special Planning Area 3 Regional Wastewater Treatment Plant, and the City of Glendale Temporary Sewer Service Agreement and Future Water Reclamation Plant Correction. The purpose of the hearing is to receive public comments on the draft amendments.

The proposed Surprise Special Area 3 Plant would have a capacity of 30 million gallons per day (mgd) and would be located in the southwest quarter of Section 22 of Township 4 North, Range 2 West. Reclaimed effluent would be disposed through reuse, recharge and an Arizona Pollutant Discharge Elimination System (AZPDES) permit discharge. The proposed Buckeye Palo Verde Plant would have a capacity of 10.2 mgd and would be located east of Palm Verde Road, between Broadway and Southern. Reclaimed effluent would be disposed through reuse, recharge, and an AZPDES permit discharge.

The Glendale amendment defines an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise, and includes a correction to the 208 Plan to delete a future Arizona American Water Company Water Reclamation Plant with an ultimate capacity of eight million gallons per day and sewer service area within the western portion of the Glendale Municipal Planning Area.

Following consideration of comments received, it is anticipated that the MAG Water Quality Advisory Committee will make a recommendation to the MAG Management Committee. On February 9, 2005, the MAG Management Committee is anticipated to make a recommendation to the MAG Regional Council. It is anticipated that the MAG Regional Council will take action on the draft plan amendments on February 23, 2005.

The draft documents will be available for public review at the MAG Office from 8:00 a.m. to 5:00 p.m. Monday through Friday beginning Wednesday, December 8, 2004. Copies will also be available for review at the Glendale Public Library, 5959 West Brown Street; Mesa Public Library, 54 East First Street; and Phoenix Central Public Library, 1221 North Central Avenue. Public comments are welcome at the hearing, or may be submitted in writing by 4:00 p.m. on January 19, 2005 to MAG staff at the address below.
Contact Persons: Brenda Day- Buckeye and Surprise Amendments
Julie Hoffman- Glendale Amendment
302 N. 1st Avenue, Suite 300
Phoenix, AZ 85003
Fax: (602) 254-6490
MARICOPA ASSOCIATION OF GOVERNMENTS
WATER QUALITY ADVISORY COMMITTEE MEETING
AND PUBLIC HEARING
ON THE DRAFT MAG 208 PLAN AMENDMENT
FOR THE CITY OF SURPRISE SPA III,
TOWN OF BUCKEYE PALO VERDE ROAD
WASTEWATER TREATMENT FACILITY, AND
CITY OF GLENDALE TEMPORARY SEWER SERVICE AGREEMENT AND
FUTURE WATER RECLAMATION PLAN CORRECTION

January 19, 2005
4:00 p.m.
Phoenix, Arizona

Glennie
Reporting Services
5933 North 7th Street
Suite 8110
Phoenix, Arizona 85014-2840
(602) 266-6933 Phone
(602) 266-9661 Fax

Prepared by:
Dawn J. Boswell, RPR
Arizona Certified Court
Reporter No. 50326

Prepared for:

(Original)
The Public Hearing was taken on January 19, 2005, commencing at 4:06 p.m., at the offices of the Maricopa Association of Governments, 302 North First Avenue, Suite 200, Saguarro Room, Phoenix, Arizona, before DAWNA J. BOSWELL, a Certified Court Reporter, Certificate No. 50326, for the State of Arizona.

Mr. Roger Klinger for the City of Scottsdale acted as the Chairman.

Members attending were Greg Stack, City of Avondale; Lucky Roberts, City of El Mirage; Chris Ochs, City of Glendale; Barry Hess, City of Goodyear; Robert Hollander, City of Phoenix; Rich Williams, City of Surprise; Dale Bodiya, Maricopa County; John Boyer, Pinnacle West Capital; Patrick Clay, University of Arizona Cooperative Extension; Jacqueline Strong, City of Chandler (via conference call); Lonnie Frost, Town of Gilbert (via conference call); Bill Haney, City of Mesa (via conference call); Steven Bontrager, City of Peoria (via conference call).

Also present were Mayor Fred Waterman, B.J. Cornwall, and Joanne Gerrett, City of El Mirage; Raj Thakur and Kevin Elverum, RT Engineers; George Shirley, Carollo Engineers; Ken Reedy, Roger Baily and Glenn Compton, City of Glendale; Chris Young, Town of Buckeye; Tim Goodrich, Maracay Homes; Jared Carr and Brandon

GLENNE REPORTING SERVICES, L.L.C.

The following proceedings were had:
MR. KLINGER: I'd like to call the meeting to order.

First, a reminder to please speak directly into the microphone so that the members attending by audio/videoconference can hear you, and I would also like to ask the folks who are speaking on audiophone to please use your receiver, not your speaker phone so we can hear you better.

And let's begin with our committee member introductions starting with those attending by audioconference. Bill, can you hear me?

MR. HANEY: Yes, I can. Bill Haney, City of Mesa.

THE COURT REPORTER: I didn't hear his name.

MR. KLINGER: Bill Haney from the City of Mesa.

Lonnie, are you with us? No.

Jacqueline.

MS. STRONG: Yes.

MR. KLINGER: Could you state your name and city for the record.

MS. STRONG: Jacqueline Strong, Chandler.

MR. KLINGER: We're having trouble hearing.

MS. STRONG: Jacqueline Strong from Chandler, okay?
MR. KLINGER: We are having a little trouble hearing you, so if you would both speak up, we would appreciate it.

Let's start with John and go around and introduce ourselves.

MR. BOYER: I'm John Boyer with Arizona Public Service Company.

MR. CLAY: Patrick Clay with the University of Arizona Cooperative Extension.

MS. ROBERTS: Lucky Roberts, City of El Mirage Public Works.

MR. OCHS: Chris Ochs, City of Glendale.

MR. KLINGER: Roger Clinger, City of Scottsdale.

MR. HOLLANDER: Bob Hollander, City of Phoenix.

MR. STACK: Greg Stack, City of Avondale.

MR. HESS: Barry Hess, City of Goodyear.

MR. WILLIAMS: Rich Williams, City of Surprise.

MR. KLINGER: Okay. We do have a quorum.

We also have a time on our agenda when member agencies can report on activities of interest occurring in their agencies. I don't want to ask if anyone is doing anything interesting, but do you have
anything to report on of interest? I'm sure everyone is
doing interesting work, but anything compelling at this
point?

MR. BONTRAGER: Roger?

MR. KLININGER: Yes.

MR. BONTRAGER: This is Steven Bontrager
with the City of Peoria also on the telephone.

MR. KLININGER: Okay, Steven Bontrager, City
of Peoria. Thanks, Steven. Thank you for joining us.

Okay, let's go to item 3 is our call to the
audience which is an opportunity for citizens to comment
on items not scheduled on today's agenda that fall under
the jurisdiction of MAG or on items on the agenda that
are for discussion but not for action. This is the only
opportunity to comment on nonaction items. Because of
state law, the committee may not discuss or take action
on any items not scheduled on the agenda. For members of
the audience who wish to speak, cards are available from
staff. Please fill out a blue card and give it to
Brenda.

Did we get any?

MS. DAY: No.

MR. KLININGER: Okay. Seeing none, then we
will move on to the next item, the approval of our
November 30, 2004 meeting minutes. The minutes are
included in your packet for your review. Are there any
corrections or additions to the minutes? Any other
questions on the minutes? If not, I would accept a
motion.

MR. ROLLANDER: I do have a question. On
page 4 at the top, there is a statement I guess made by
Mr. Williams on page 4 of the meeting minutes. It states
that Mr. Williams indicated that a wash goes through the
site, although it is not a water of the United States. I
wanted to check to see if that is correct.

Let me restate it again. On page 4 of the
meeting minutes, it states, "Mr. Williams indicated that
wash goes through the site, although it is not a water of
the United States." I just wanted to make sure that that
was accurate.

MR. WILLIAMS: Possibly I wasn't using the
correct reference or terminology. The intent was that
the Army Corps of Engineers has responded the wash does
not include waters of the United States, and a 404 permit
is not required. And we have a letter on record to that
effect.

MR. ROLLANDER: Okay.

MR. KLINER: All right. Sorry about the
problems. We'll work it out.

Any other questions, comments? If not, I'll
accept a motion for approval.

MR. HESS: I move that we approve the minutes.

MR. KLINGER: Hearing a motion, is there a second?

MR. OCHS: Second.

MR. KLINGER: Any further discussion? All in favor, please say aye.

(A chorus of ayes.)

MR. KLINGER: Opposed, aye.

(No response)

MR. KLINGER: Motion carries unanimously.

Thank you.

Let's move to the next item on the agenda, the public hearing. The public hearing is now open on the Draft MAG 208 Plan Amendment for the Surprise Special Planning Area III called SPA III, the Town of Buckeye Palo Verde Road Wastewater Treatment Facility, and the City of Glendale Temporary Sewer Service Agreement and Future Water Reclamation Plan correction.

We begin with a briefing on each draft amendment. Following the briefings, hearing participants are invited to make comments for the public record. We do have a court reporter present to provide an official record of the hearing. Again, I would ask that we speak
into the microphone so the court reporter, or the
official recorder can get all the comments down. Any
written comments from the public are also welcome.
Those who wish to speak on the amendments,
we have a yellow card that can be filled out and given to
Brenda, and she will hand it to me, and we will call on
any member of the public.
What we're going to do is we're going to
have the three items on the amendment on the agenda here,
and we're going to have a briefing on each, and then
we'll have public comment, and then we will have another,
we have action items for each of those for further
discussion by the committee. In general, we'll have the
questions when we have that discussion by the committee,
but if there's something you are afraid you might forget,
you know, until later, it's okay to ask a question right
after each briefing. These are all items we discussed in
the November meeting, so I think we had pretty thorough
discussion and a lot of questions and answers then. But
if there's something else, go ahead and ask, and we'll go
through and have the briefing to remind us of what was
taking place then.
I guess first we will do the Surprise SPA.
Rich, you're going to introduce Raj for this?

MR. WILLIAMS: Yes.
MR. KLININGER: Thank you.

MR. WILLIAMS: Rich Williams, City of Surprise, and we'll keep it brief. We've had the presentation before, and I just wanted to emphasize that the application is the city's application, and we're partnering with developers, but it's not developer driven, it's city driven. So I would like to introduce Raj Thakur with RT Engineering.

MR. THAKUR: Thanks, Rich.

Good afternoon, ladies and gentlemen. This is the MAG 208 Amendment presentation for the City of Surprise, Special Planning Area 3, Water Reclamation Facility. The objective of the MAG 208 Amendment is to request a Clean Water MAG 208 Amendment to the original Water Quality Management Plan to accommodate an ultimate build-out 30 MGD Regional Water Reclamation Facility in the City of Surprise Special Planning Area 3.

The city's entire planning area is divided into six special planning areas designated as SPA 1 through SPA 6, and in Figure 1, the different, all the six planning areas are shown with color coding. The Special Planning Area 3 is the one with the light gray, and the boundaries are Central Arizona Project Canal, the Beardsley Canal, and Grand Avenue.

Currently, there is no wastewater collection...
and treatment facilities in the Surprise Special Planning
Area 3. The city has completed an Integrated Water
Master Plan which has identified the collection and
wastewater treatment needs for the six special planning
areas for the next 20 years.

The City of Surprise has also completed and
adopted the General Plan 2020 which provides a
comprehensive development guide for the six planning
areas. In addition, the city has hired a consultant to
prepare a Technology Assessment Report which will
identify the wastewater treatment technologies for the
water reclamation facilities in all the six special
planning areas.

The driving force for the proposed Special
Planning Area 3 Phase 1 Water Reclamation Facility is the
development of a national planned community subdivision
known as Austin Ranch by Courtland Homes. The city and
Courtland Homes are working with Rio Rancho Development
to achieve a joint effort for the Austin Ranch and Rio
Rancho development. Recently, the Rio Rancho development
has reached a Memorandum of Understanding with the City
of Surprise.

The ultimate build-out capacity of the plant
is 30 MGD, and approximately 140 acres of land is
available for the planned construction. The city plans
to build the 30 MGD water reclamation facility in multiple phases. The first phase will be designated as Developer Phase 1 with the capacity of 1.8 MGD. The subsequent phases from Phase 2 to build out will be designated as city's master planned phases.

Figure 2 represents the location of the water reclamation facility. This square box in here is the proposed site for the water reclamation facility which is approximately a half mile south of the Deer Valley Road, and the, and west of 183rd Avenue.

Figure 3 provides the conceptual layout for the Phase 1 infrastructure and also the master planning for the Phase 2 up to the ultimate build out. As you can see, here on the southeast corner is the infrastructure for the Phase 1A which is 1.8 MGD, and then the recharge basins and this area here is designated for the future expansions.

The city envisions the future design of the subsequent phases from Phase 2 to build out in multiple modular-type treatment facilities at future dates. The developer Phase 1 1.8 MGD water reclamation facility is proposed to be constructed in three subphases designated as Phase 1A, B and C each with a capacity of 600,000 gallons per day. The developer Phase 1 1.8 MGD water reclamation facility, the unit processes that will be
used to obtain the required water quality are shown here, 
the headworks followed by secondary treatment, biological 
treatment, nitrification, denitrification, clarification, 
filtration, disinfection, effluent disposal, and solids 
handling. The permits, the SPA 3 will produce Class A 
effluent per ADEQ Title 18 requirements which has the 
turbidity and total nitrogen requirements shown here. 
The dewatered sludge will be Class B type, and the 
effluent will be disposed of via on-site recharge. 
The permits for the SPA 3 Phase I Water 
Reclamation Facility will be as follows: The Aquifer 
Protection Permit from ADEQ, Approval to Construct by 
Maricopa County, Approval of Construction by Maricopa 
County, Vault and Haul Operation Permit by Maricopa 
County and obtained by the City of Surprise, Groundwater 
Recharge and Recovery Permits, Air Quality Permits, and 
the Arizona PDES Permit and the Annual Operations Permit 
which is issued by Maricopa County.

The schedule for the design and construction 
is the Developer Phase 1A of 600,000 gallons per day is 
scheduled for construction by mid-year 2005 and will be 
in operation by July 2006. Once the facility is approved 
by the Maricopa County and is in operation, the ownership 
and operation responsibilities will be transferred to the 
City of Surprise. The City of Surprise will be the
applicant for the permits, all permits, obtain all
applicable permits, obtain Vault and Haul Permits, and
will finance the design, construction, and operation of
the water reclamation facility through development impact
fees in conjunction with the City of Surprise capital
improvement bonds and sewer development fees.

That's the end. Are there any questions?

MR. KLINGER: Thank you, Raj. Are there any
questions at this point that can't wait until we have the
item on the agenda? If not, we may come back, Raj, but
right now, we will go to the next presentation. Thank
you.

MR. THAKUR: Thank you.

MR. KLINGER: Our next item is the Palo
Verde Treatment Facility. I think Brandon Squire from
RBF is going to present. Brandon.

MR. SQUIRE: My name is Brandon Squire with
RBF Consulting. I represent a private development out in
the Town of Buckeye. This development is approximately
660 acres in Buckeye. It's the Westwind, it's a
master-planned community.

As we went forward with this project in
working with the town, there are no services currently in
this area for wastewater in the Town of Buckeye. We
worked with the town, and an adjacent property, the
SilverRock development, is an additional master-planned community in the area, and then worked with the town to outline the parcel area that would be served by this treatment plant. We looked at the location of the treatment plant here on Palo Verde Road, approximately one-half mile south of Broadway, and as part of this project, there is also a recharge area along the Hassayampa River to recharge the effluent.

As part of our initial development, the West Park Project, like I said, is approximately 650 acres. That project will have a flow, an average daily flow of approximately 1.1 million gallons a day.

The adjacent property, the SilverRock development, is again about 1,300, 1,340 acres, with a flow of 2.2 million gallons a day. For the total service area including the out parcels, we're looking at a total area of about 6,640 as you can see here acres, and the ultimate build-out flow of 10.2 million gallons to the flow into this.

MR. KLINGER: Brandon, real quick on the SilverRock, is that twice as dense as Westwind or what's the planning there?

MR. SQUIRE: Yes, it has a higher density in it is what it is.

In looking at all of the permit
requirements, this facility will be owned and operated by
the town. The town will take ownership, the Town of
Buckeye will take ownership of the facility before it
goes into operation. They will be the permit holder for
all of the permits that are required for the facility.
All of these permits are currently in the process of
beginning on or are in the process to gain these permits.
Again, the town will be the holder of all permits for the
facility itself.

At this time, I will turn some time over to
Fred Goldman from Kennedy/Jenks to talk about the plant
itself.

MR. GOLDMAN: Thank you, Mr. Chairman.
I'm going to go to the second slide which
basically shows the build out of the 10.2 million gallon
per day plant. The plant will be constructed in phases.
The first phase will actually be two batch reactors, the
0.5 million gallon per day batch reactors, which will
produce an A plus effluent. It will have biological
nitrogen removal. The effluent will be filtered in these
first filters and disinfected using UV disinfection, and
will then go to recharge or may be used for reuse on the
site.

The second phase would be one million
gallons per day, and it's these two units. These two
units would actually be batch reactors, but have fine
bubble diffusers.

The next phase would be to add two more
units to bring the capacity up to 2 million gallons per
day, increasing the other facilities such as the filters,
UV disinfection, and also the aerobic digesters. We
would then proceed to begin to convert these batch
reactors into actual, what we call the MLE process by
adding these two tanks which would be anoxic mix tanks
for nitrogen removal, and we would have internal recycle
between these aeration tanks and the anoxic tanks. We
would also add clarifiers. So by that, we would increase
the process to 4 million gallons per day, do the same
here with these two tanks by adding anoxic tanks and more
clarifiers to get up to 8 million gallons per day.

All the tanks would be covered, all of the
facility would have odor control, and eventually,
finally, to get to 10.2 MGD, we would add these primary
clarifiers in front. The project would have mechanical
sludge dewatering, and the sludge would be treated to a
Class B that could be used for land application or
dewatered to be used at a landfill. Ultimately, for
energy purposes, there is accommodation in the future if
there is a need to convert the aerobic digesters to
anaerobic because a plant larger than 5 MGD could
generate sufficient methane to be used as an energy source, perhaps partnering with the energy company. So that's why this final phase has these two circles here. These are equalization tanks which are required to optimize the filtration and UV, and there's additional blower buildings, an administrative building, and the headworks pump station is in this general area. The purpose is to provide a clear effluent that would be suitable for direct recharge. Actually, this would have recharge basins with an effluent that meets aquifer water quality standards.

MR. KLINKE: Thank you, Fred. Are there any questions at this point? All right. Brandon, did you have anything else at this point?

MR. SQUIRE: No.

MR. KLINKE: Hang loose. We may have some when we get to that item later.

Okay, we will move to the next item, the Glendale 208 Amendment, and George Shirley will be presenting that.

MR. SHIRLEY: Good afternoon.

The Glendale amendment contains two elements: a Temporary Sewer Service Agreement with the City of Surprise, and the second item will be the future
water reclamation plant correction item.
The area involved is the Cortez and White
Tank Foothills area. The previous slide mentioned an
Intergovernmental Agreement. The two cities have
executed that agreement, and it's in effect, and there's,
the City of Surprise has an agreement with the
developers, I believe, a will serve letter.
One question was raised regarding sewer
service in this entire area last, at the last meeting,
and the City of Glendale is currently reviewing their
options as to what they will do permanently with the
strip annexed area largely.
There was also a question raised relative to
who would be doing the maintenance and operation of the
sewer system, and there was a letter that was replaced
and corrected in the package having to do with clarifying
that the City of Surprise will be responsible for
operation and maintenance of the sewer system. I believe
a replacement letter has been distributed.
Moving on to the next item, in the current
Water Quality Management Plan, there is an item for a
water reclamation plant that was proposed by the Arizona
American Water Company in late 2001. The City of
Glendale, however, never considered that planning item,
and it was incorrectly placed into the 208 Plan. The
purposes of this item is to make correction and delete
that future 8 MGD plant and sewer service area in the
western portion of the Glendale Planning Area. The
location of that plant was right here, and their planning
area was in conjunction with the Russell Ranch in this
area right here. Here’s a blow-up of that.

The text will be revised in the 208 Plan to
delete the paragraphs that reference "within the western
portion of the Glendale Planning Area." Arizona American
Water Company is planning a sewer service for the area
called the Arizona American Water Company Service Area.
The definition of the location, that will be struck. The
second part talked about their evaluating options and
what the plant was going to be, what it would contain.
Those paragraphs will be struck from the plan. In
addition, in the executive summary, the tabulation will
also be corrected to delete reference to that plant. It
was going to be a .5 MGD initially and expand to 8, and
had a cost of 3 million. There were some figures that
will also be corrected in the plan.

For both of these items, the City of
Glendale sought letters of no objection or letters of
support, and they received letters from each entity that
was within the required distance from the site, and we
used this figure to ascertain who was within the required
distance.

Are there any questions?

MR. KLINGER: Any questions at this point for George? Okay. Thanks, George.

At this time, we're going to move to our public comment portion. Public comments are invited on each of the Draft Plan 208 amendments. Brenda, did we get any cards for anyone to speak? If you want to, there's a yellow card to fill out.

MS. DAY: They're by the front, if anybody would like to fill one out, but no, we don't have any at this time.

MR. KLINGER: Okay. We don't have any cards. Then let's declare the public hearing closed, and request that the court reporter end the transcription. (The public hearing portion of the proceedings adjourned at 4:35 p.m.)
STATE OF ARIZONA )
COUNTY OF MARICOPA ) ss.

I, DAWNA J. BOSWELL, Certified Court Reporter
No. 50326 for the State of Arizona, do hereby certify
that the foregoing printed pages constitute a full, true
and accurate transcript of the proceedings had in the
foregoing matter, all done to the best of my skill and
ability.

WITNESS my hand this 27th day of January,
2005.

Dawn J. Boswell, RPR
Arizona Certified
Court Reporter No. 50326

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