

CITY COUNCIL REPORT



Meeting Date: **February 21, 2023**
 General Plan Element: ***Public Services and Facilities***
 General Plan Goal(s): ***Partner with other jurisdictions and agencies to achieve the greatest efficiency in city service delivery.***

ACTION

Adopt Resolution No. 12758 to:

- Authorize the City Manager, with the approval of the City Attorney, to execute an Intergovernmental Agreement with Maricopa County substantially in the form authorized by the Resolution.
- Determine that execution of an IGA with the County substantially in the form authorized by the Resolution is consistent with the City's Drought Management Plan
- The City Manager or designee(s) and the City Attorney or designee(s) to take such further actions and execute such documents as may be necessary to effectuate the purposes of the Resolution.

BACKGROUND

Maricopa County is the local government for the Rio Verde Foothills Area. The purpose of this action is to authorize the City Manager to execute on behalf of the City an intergovernmental agreement (IGA) with Maricopa County through which the City will acquire additional water supply, treat water to potable standards, and sell such potable water to the County in order to enable the County to provide emergency water deliveries to County residents living in the Rio Verde Foothills Area.

Historically, the City's Water Resources division (Scottsdale Water) has made potable water for purchase by water haulers on a limited basis including some water haulers that delivered water outside of the city's jurisdiction. This offering was made on a limited basis in accordance with available water supply. On April 6, 2021, the Council adopted Resolution No. 12120 and Ordinance No. 4496 which, among other things, adopted the City's updated Drought Management Plan ("DMP") as required under state law. The DMP addresses scenarios where the federal government declares shortages and restrictions on the Colorado River supply through which the City obtains water. The DMP provided that in Stage 1 of a shortage of Colorado River ("CAP") supply, the City would restrict water hauling from the Pima Road Filling Station to uses within the City of Scottsdale. This restriction was based on expected cuts to the City's CAP supply.

On August 16, 2021, the City Manager declared Stage 1 of the DMP as a result of declared shortages of CAP supply. Subsequently, in October 2021, the City notified water hauling customers that water would not be made available for purchase at the Pima Road Filling Station after December 31, 2022 unless the customer could substantiate that the water was for use within the City. City staff have been working with state and county representatives in order to help the County provide a temporary solution for its residents whose ability to obtain potable water has been limited. In doing so, the City has discussed parameters under which the City would sell potable water to the County wherein the County would take any further responsibility for delivery of water to County citizens in the Rio Verde Foothills area. Based on these discussions and the operational needs of the Water Resources Division, City staff is proposing authorization for the City Manager to execute an IGA with the County for water deliveries. The significant structure of the agreement will include:

- “Temporary” Agreement for County to Act on Emergency Basis to Provide Water to Rio Verde Foothills existing residences only
- The City contracts only with the County; County may contract with certified commercial water haulers to deliver to Rio Verde customers; no “self-haul”
- No City responsibility after delivery at Pima Filling Station
- County must attempt building permit moratorium to the extent allowed by state law
- Contingent on City obtaining up to 600 acre-feet of raw water (200 a/f per year) from third-party source
- City will supply to County maximum of 126 acre-feet of potable water at Pima Road Filling Station per year
- County will have single account with up to 5 subaccounts for certified haulers
- If City’s access to water is reduced, the City may also reduce water delivery to County
- County to pay City \$1,000 per month plus \$21.25 per 1,000 gallons of potable water
- 5% annual escalation or the actual cost, whichever is greater
- Two-year initial term with an optional third year

As noted, the effectiveness of the agreement will be contingent upon the City being able to obtain from a third-party source, a supply of raw water that can be treated to potable water standards by Scottsdale Water for delivery to the County. This supply will need to be over and above any existing water supply that the City has in its portfolio. Accordingly, the City’s water supply will not be jeopardized, and the City will be able to recover its costs through the proposed fee structure. City Staff believe that this temporary agreement will be consistent with the City’s DMP.

ANALYSIS & ASSESSMENT

Recent Staff Action

RESOURCE IMPACTS

Available funding

The proposed agreement is expected to provide the City with full cost recovery. Any necessary initial funding for water supply acquisition funding is currently available in the Water Resources budget.

Staffing, Workload Impact

The contract administrator, responsible for enforcing all contract provisions, will be the Water Resources Director or designee.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 12758 to:

- Authorize the City Manager, with the approval of the City Attorney, to execute an Intergovernmental Agreement with Maricopa County substantially in the form authorized by the Resolution.
- Determine that execution of an IGA with the County substantially in the form authorized by the Resolution is consistent with the City's Drought Management Plan
- The City Manager or designee(s) and the City Attorney or designee(s) to take such further actions and execute such documents as may be necessary to effectuate the purposes of this Resolution.

Proposed Next Steps

Upon Council approval, the project team will continue coordination with Maricopa County as required by the intergovernmental agreement.

Public outreach and community involvement is ongoing.

RESPONSIBLE DEPARTMENT(S)

Water Resources Division (Scottsdale Water)

STAFF CONTACTS (S)

Brian K. Biesemeyer, Executive Director, Water Resources

APPROVED BY



Jim Thompson, City Manager

(480) 312-2800

2/15/23

Date

ATTACHMENTS

1. Resolution No. 12758 including Draft Intergovernmental Agreement No. 2023-030-COS

RESOLUTION NO. 12758

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING CITY MANAGER TO EXECUTE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE TREATMENT AND PROVISION OF POTABLE WATER AT A CITY STANDPIPE FOR DELIVERY TO RESIDENTS IN THE RIO VERDE FOOTHILLS AREA AND DETERMINATION THAT PROVISION OF WATER TO THE COUNTY FOLLOWING ACQUISITION OF ADDITIONAL RAW WATER SUPPLY IS CONSISTENT WITH THE CITY'S DROUGHT MANAGEMENT PLAN

WHEREAS, the City of Scottsdale Water Resources Department obtains raw water from the Central Arizona Project ("CAP") Canal; and

WHEREAS, On April 6, 2021, Council adopted Resolution No. 12120 and Ordinance No. 4496 which, among other things, adopted the City's updated Drought Management Plan ("DMP") as required under state law; and

WHEREAS, the DMP provides that in Stage 1 of a shortage of Colorado River ("CAP") supply, the City would restrict water hauling from the Pima Road Filling Station to uses within the City of Scottsdale; and

WHEREAS, on August 16, 2021, the City entered Stage 1 of the DMP as a result of declared shortages of CAP supply and the City notified water hauling customers that water would not be made available for purchase at the Pima Road Filling Station unless the customer could substantiate that the water was for use within the City; and

WHEREAS, Maricopa County seeks the City's assistance to provide potable water to County citizens residing in the Rio Verde Foothills Area; and

WHEREAS; Arizona Revised Statutes Sections 11-951, et seq. provide that public agencies may enter into intergovernmental agreements for the provision of services or joint or cooperative action; and

WHEREAS, Article 1, Section 3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, the Council finds that entering into an IGA with Maricopa County for treatment of and delivery of a water supply obtained in addition to the City's existing water supply portfolio is consistent with the City's drought management principles.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The City Manager, with the approval of the City Attorney, is authorized to execute an Intergovernmental Agreement with Maricopa County substantially in the form attached hereto as Exhibit A.

Section 2. The Council determines that execution of an IGA with the County substantially in the form attached hereto as Exhibit A is consistent with the City's Drought Management Plan

Section 3. The City Manager or designee and the City Attorney or designee are hereby authorized to take such further actions and execute such documents as may be necessary to effectuate the purposes of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this ____ day of _____, 2023.

CITY OF SCOTTSDALE, an
Arizona municipal corporation,

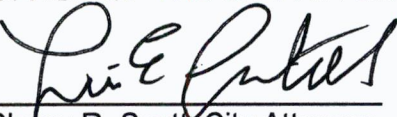
ATTEST:

Ben Lane, City Clerk

David D. Ortega, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY



Sherry R. Scott, City Attorney

By: Luis E. Santaella, Deputy City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
AND
CITY OF SCOTTSDALE**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") between Maricopa County, a political subdivision of the State of Arizona (the "County") and the City of Scottsdale, a municipal corporation of the State of Arizona (the "City") (collectively, the "Parties") is made and entered into ____ day of _____, 2023. In consideration of the following, the Parties agree as follows:

RECITALS

WHEREAS, the City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the Scottsdale City Charter § 3-1, Article 1; and

WHEREAS, the County is authorized by A.R.S. § 11-952 and A.R.S. §11-251.17; and

WHEREAS, the City and the County desire to enter into this Agreement for the purpose of providing a temporary water supply for the County to serve an unincorporated community known as the Rio Verde Foothills within the County; and

WHEREAS, the State of Arizona and its communities are facing a progressively worsening drought and under the City's approved drought management plan, the City policy is to discontinue water hauling operations for water to be hauled to locations outside the municipal boundaries, and

WHEREAS, the County wishes to assist the unincorporated Rio Verde Foothills community ("RVF Community") as the local governing body for the RVF Community on an emergency basis while a long-term water solution is being developed. The County believes that without such assistance there will be a public safety and health crisis within the RVF Community; and

WHEREAS, this Agreement is contingent on and shall not be effective unless the City is able to obtain a water supply from a third party as set forth herein;

NOW, THEREFORE,

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

TERMS

1. The foregoing recitals are incorporated in this Agreement by this reference.

2. Pursuant and subject to the terms of this Agreement, the City shall sell on an annual basis not more than 126-acre feet of Potable Water to the County via a City filling station located at 26002 N. Pima Road, Scottsdale, AZ (“Pima Road Filling Station”) for exclusive use by homes that existed and were occupied prior to January 3, 2023, within the RVF Community (See Exhibit A for approximate boundaries). The County shall be responsible for determining whether a home falls within the boundaries of the RVF Community. The County agrees that the City is not establishing a water utility service for the RVF Community and this Agreement is intended as a short-term solution only.
3. City’s obligation to provide water to County as contemplated by this Agreement is contingent upon the City obtaining from a third party a supply of raw water of up to 600 acre-feet suitable for treatment for the duration of the Agreement (“Raw Water”) and satisfactory to the City’s Water Resources Director. The supply of Raw Water shall be exclusive of any existing water supply rights the City may already possess or control. Following the execution of this Agreement, the City will endeavor to obtain a satisfactory supply of Raw Water and upon so doing, City’s Water Resources Director will provide a notice to County of the same. Upon the date of providing such notice, the term of this Agreement shall become effective (“the Effective Date”) and City shall commence providing treated water (“Potable Water”) in accordance with this Agreement. In the event that the City’s access to the Raw Water is suspended, reduced or otherwise cannot be obtained, the City may reduce or suspend the delivery of Potable Water provided to County following sixty (60) days written notice.
4. The County shall be solely responsible for delivery to residents within the RVF Community through the use of its own employees or up to five contracted commercial water haulers (“Commercial Haulers”) that have been licensed and approved by the County for transport and delivery of Potable Water. No person other than County employees or County authorized Commercial Haulers may obtain water at the Pima Road Filling Station pursuant to this Agreement. Neither the County nor its contracted Commercial Haulers shall supply water obtained pursuant to this Agreement to homes or other structures for which a certificate of occupancy was not already issued prior to January 3, 2023. The County shall also be responsible for implementing any necessary conservation measures within the RVF Community to assure that the use of the amount of water specified in Section 2 is not exceeded by the RVF Community.
5. To the extent permitted by law and A.R.S. §11-833, the County will attempt to institute a building moratorium for the RVF Community. In the event County continues to issue building permits for habitable structures or any other structures requiring a source of potable water in the RVF Community under no circumstances may County provide water obtained through this Agreement to any newly built residences or structures of any sort within or without the RVF Community.

Relationship of Parties:

6. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement except that for the purposes of workers compensation pursuant to A.R.S. § 23-1022, the employees of each party shall be deemed employees of the other.

Costs and Payment:

7. The City shall be responsible for any acquisition costs of the Raw Water Supply with the City's acquisition costs reflected in the cost of the Potable Water delivered to County. The County shall pay on a monthly basis to the City for the water provided under this Agreement. The initial amount charged to County for Potable Water delivered to the Pima Road Filling Station shall be a base fee of \$1000 per month plus an additional \$21.25 for each 1,000 gallons. Upon delivery at the Pima Road Filling Station, the City shall be relieved of any further responsibility and the County shall be solely responsible for any costs and risks associated with the delivery of water to the RVF Community and any associated billing to customers within the RVF Community. On each anniversary of the Effective Date of this Agreement, the City may increase the cost for Potable Water in an amount not to exceed five percent (5%) of the then current charges or the actual cost to provide the Potable water, whichever is greater.
8. Accounts. The City shall establish a single account for the County under which all Potable Water deliveries to the County shall occur. However, the City will establish up to five sub-accounts under this account to enable County to track the amount delivered to its contracted Commercial Haulers under this Agreement. County shall be responsible to timely notify City of any changes in authorized status of any of its designated Commercial Haulers. County shall be responsible for all individual accounts for homes that may receive water deliveries from the County and County shall take reasonable steps to notify such customers that customer inquiries should be directed to the County or to such third party as the County may designate to handle customer accounts on its behalf. City shall have no account responsibility beyond the single account established for the County as set forth above.
9. Pima Road Filling Station. The City shall be responsible for routine maintenance of the Pima Road Filling Station. However, the City shall not be liable for any interruptions in service that may occur as a result of the Pima Road Filling Station becoming inoperable or otherwise unsuitable for delivery of Potable Water in accordance with this Agreement. In the event that the Pima Road Filling Station should become inoperable or unsuitable for a period of more than ten days, the Parties will meet and discuss a temporary alternative for water deliveries until operation of the Pima Road Filling

Station can be restored. County shall be responsible to assure that all of its staff and contracted Commercial Haulers utilize the Pima Road Filling Station in accordance with accepted practices and any rules and policies adopted by City. The City shall have the right to revoke privileges of any person or Commercial Hauler that improperly utilizes the Pima Road Filling Station or any other City Water facility

10. Commercial Haulers. County shall be responsible to assure that any Commercial Hauler designated to accept water deliveries on behalf of County maintain commercial liability insurance coverages in amounts consistent with County's normal practices and commercial practices in the industry. County shall also require that each Commercial Hauler designate both City and County as additional insureds for water hauling activities performed pursuant to this Agreement. The County will notify the City in writing which Commercial Haulers have been authorized by the County to provide water to the RVF Community. This written notice must be given seven days prior to the initiation of service.
11. Invoices. The City shall submit an invoice on the first of each month with payment due by the County to the City by the first day of each successive month.

Checks will be made payable to:

City of Scottsdale

Re: RVF Community Emergency Water IGA

Send payments to:

City Cashier

City of Scottsdale, Financial Management

7447 E. Indian School

Scottsdale, AZ 85251

12. Indemnification: To the extent permitted by law, each party shall indemnify, defend and hold harmless, the other party and its elected officials, officers, employees, agents and invitees, from all losses, damages, claims, liabilities and expenses (including without limitation reasonable attorney's fees) for damages to property or injury to persons to the extent and magnitude arising from any act, omission or negligence of the indemnifying party or its elected officials, officers, employees' agents or invitees.
13. Entire Agreement; Modification. This Agreement constitutes the full and complete understanding and agreement of the parties, it supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties and approved by the governing bodies of the parties.

14. The Effective Date of this Agreement shall be when all of the following have occurred: 1) the Agreement has been approved by the governing bodies of the parties; 2) and the Agreement has been executed by an authorized representative of each Party and 3) the City's Water Resources Director has issued the notice that a satisfactory water supply has been obtained.
15. The term of this Agreement shall be for a period of two (2) years from the Effective Date unless sooner terminated in accordance with the terms of this Agreement or as provided by law. The Agreement may be administratively extended for a period of one additional (1) year upon mutual agreement of the City Manager and County Manager.
16. Each party acknowledges that the other has the statutory right for three (3) years to cancel this Agreement if, while this Agreement or any extension is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of any party is (i) an employee or agent of the other party in any capacity, or (ii) a consultant to the other party with respect to the subject matter or this Agreement, as provided pursuant to A.R.S. § 38-511.
17. The Contract Administrator for the City shall be the Water Resources Director, or his designee or successor. The Contract Administrator for the County shall be _____, or their designee or successor.
18. The Parties agree to, the extent applicable, comply with the E-VERIFY Program and the provisions of A.R.S. §41-4401 as follows.
 1. Warrant of Compliance. Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).
 2. Breach of Warranty. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.
 3. Right to Inspect. Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.
 4. Random Verification. Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.
 5. Federal Employment Verification Provisions - No Material Breach. A Party will not be considered in material breach of this Agreement if it establishes that it

has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

6. Inclusion of Article in Other Contracts. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

19. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

COUNTY: MARICOPA COUNTY:

BY _____
Clint Hickman
Chairman, Board of Supervisors

ATTEST:

BY _____
NAME
Clerk of the Board

APPROVED AS TO FORM:

BY _____
NAME
Deputy County Attorney

CITY:CITY OF SCOTTSDALE, an Arizona municipal corporation

By: _____
Jim Thompson, City Manager

ATTEST:

Ben Lane, City Clerk

APPROVED AS TO FORM:

Sherry R. Scott, City Attorney
By: Luis E. Santaella
Deputy City Attorney

DRAFT

CERTIFICATE BY SCOTTSDALE CITY ATTORNEY

The foregoing Agreement is in proper form and is within the powers of authority granted under the laws of the State of Arizona to the City of Scottsdale.

CITY ATTORNEY SHERRY R. SCOTT

By: _____

Luis E. Santaella
Deputy City Attorney

CERTIFICATE BY ATTORNEY FOR MARICOPA COUNTY

The foregoing Agreement is in proper form and is within the powers of authority granted under the laws of the State of Arizona to Maricopa County.

By: _____

NAME
Deputy County Attorney

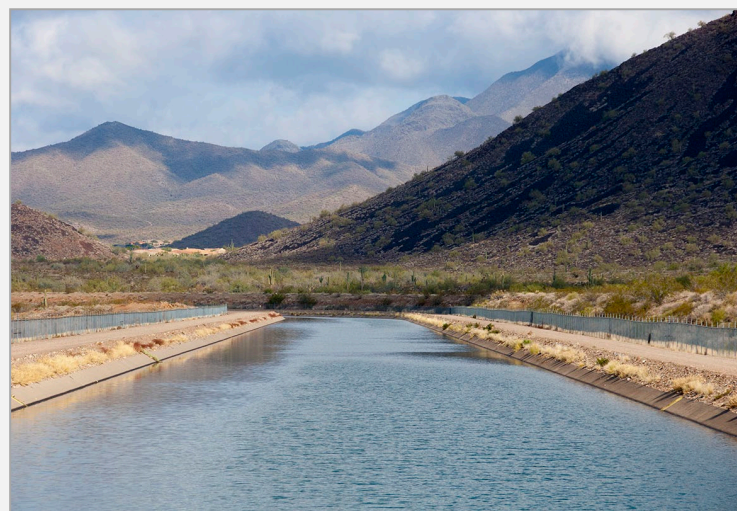
DRAFT

Exhibit A

General Boundaries of Rio Verde Foothills Area

DRAFT

Intergovernmental Agreement with Maricopa County for temporary water supply to Rio Verde Foothills

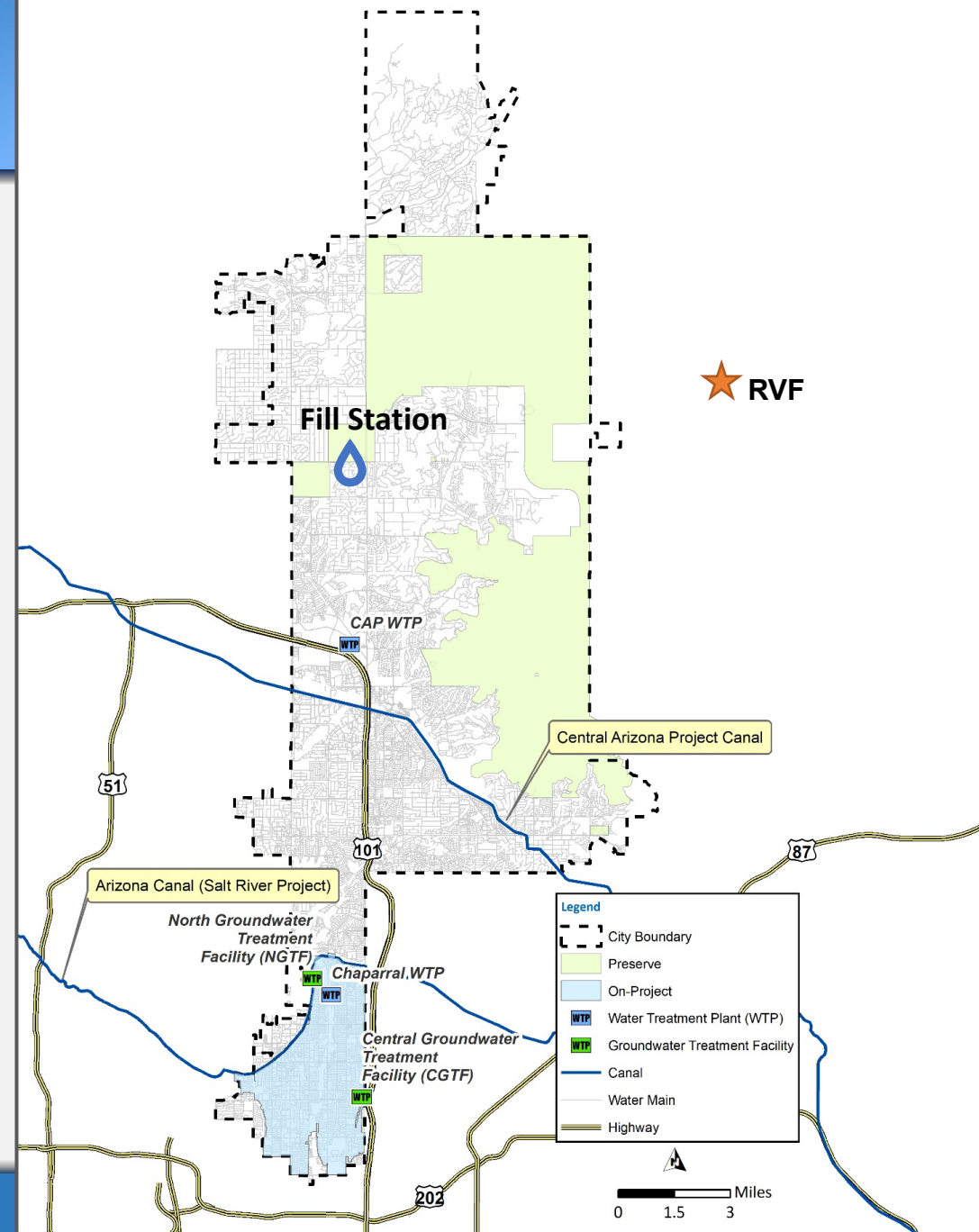


Brian K. Biesemeyer
Executive Director, Scottsdale Water



Background

- Rio Verde Foothills (RVF) is not in Scottsdale and not serviced by Scottsdale Water as a customer. RVF residents get water provided by hauling water or residential wells.
- As a result of Scottsdale's water resource reduction from the Tier 1 (now Tier 2a) shortage on the Colorado River, the City's water filling station was turned off to non-residents as of December 31, 2022.
- Action based on Scottsdale's adopted Drought Management Plan.



Notifications

- Notification of elected officials in May 2020 of possible actions to close water hauling outside Scottsdale in response to Colorado River cuts
- In October 2021, customers were notified that after December 31, 2022, the city would no longer provide Scottsdale's water to those who do not reside inside the city.
- In August 2022, customers were again notified of restrictions on water hauling



The following elements are critical for an agreement with Maricopa County:

1. “Temporary” Agreement for County to Act on Emergency Basis to Provide Water to Rio Verde Foothills existing residences only
2. The City contracts only with the County; County may contract with certified commercial water haulers to deliver to Rio Verde customers; no “self-haul”
3. No City responsibility after delivery at Pima Filling Station
4. County must attempt building permit moratorium to the extent allowed by state law
5. Contingent on City obtaining up to 600 acre-feet of raw water (200 a/f per year) from third-party source
6. City will supply no more water per year than the volume of 126 acre-feet of potable water supplied for hauling at Pima Road Filling Station in 2022

The following elements are critical for an agreement with Maricopa County:

7. County will have single account with limited subaccounts for certified haulers
8. If City's access to water is reduced, the City may also reduce water delivery to County
9. County to pay City \$1,000 per month plus \$21.25 per 1,000 gallons of potable water
 - New Water cost (including process and system water losses)
 - Treatment and transportation cost
 - Capital Asset maintenance and replacement cost
10. Five percent (5%) annual escalation or the actual cost, whichever is greater
11. Two-year initial term with an optional third year

Staff's Recommendation

Adopt Resolution No. 12758 to authorize:

- The City Manager, with the approval of the City Attorney, to execute an Intergovernmental Agreement with Maricopa County substantially in the form authorized by this Resolution.
- Determine that execution of an IGA with the County substantially in the form authorized by the Resolution is consistent with the City's Drought Management Plan
- The City Manager or designee(s) and the City Attorney or designee(s) to take such further actions and execute such documents as may be necessary to effectuate the purposes of this Resolution.



Questions?



Cordova, Rommel

From: notifications@cognitoforms.com on behalf of City of Scottsdale <notifications@cognitoforms.com>
Sent: Friday, February 17, 2023 2:57 PM
To: Cordova, Rommel
Subject: City Council Public Written Comment Form - Umberto Santoni

⚠ External Email: Please use caution if opening links or attachments!

City of Scottsdale

Web Scottsdale City Council Meeting Written Comment Form

[Open Form](#)

Entry Details

Agenda Item

MEETING DATE 2/21/2023

WHICH AGENDA ITEM WOULD YOU LIKE TO COMMENT ON? 01. Temporary Water Supply Intergovernmental Agreement (IGA)

Name

FULL NAME Umberto Santoni

Contact Information

EMAIL usantoni@gmail.com

CITY Scottsdale

Comment

COMMENT What is unclear in the IGA is the feasibility of the City of Scottsdale (CoS) of obtaining from a third party - not identified in the IGA - the additional 600

acre-feet of water beyond the city's current water rights.

Have set of potential third parties been identified?
Are the rights to the incremental volume of water available to CoS?

Is the CoS certain the IGA's cost structure will cover all costs, including the cost of water rights from a source that is not identified in the IGA?

The IGA adequately seems to reflect the municipal interests of Scottsdale residents and business while providing a temporary measure for Maricopa County to identify a long term solution that is acceptable to the Rio Verde Foothills community. However, given the history on this issue, I remain skeptical that Maricopa County and the Rio Verde Foothills community will arrive at such a solution.

This last point gives rise to a significant open-ended risk to Scottsdale going forward. Namely, that the CoS, its residents, and business will again have their integrity and reputation be dragged through the mud - publicly and on a national stage - by a recalcitrant community that has been unable to own and build a consensus for a long term solution to something as essential as access to affordable, potable water. My impression is that CoS was taken by surprise by the breadth of negative publicity, despite repeated notifications. To mitigate this risk, the CoS should go beyond an IGA and prepare a broader communications effort to clearly (and repeatedly) speak to the terms of this IGA and the expectations it places on Maricopa County; the CoS should avoid a repeat of the public relations ordeal that may ensue if Maricopa County and Rio Verde Foothills are unable to finalize a long-term solution.

Having said that, I support adoption by the Scottsdale City Council of Resolution No. 12758.

Thanks for working through this difficult issue.

Cordova, Rommel

From: notifications@cognitoforms.com on behalf of City of Scottsdale <notifications@cognitoforms.com>
Sent: Monday, February 20, 2023 9:59 AM
To: Cordova, Rommel
Subject: City Council Public Written Comment Form - Jaime Phillips

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City of Scottsdale

Web Scottsdale City Council Meeting Written Comment Form

[Open Form](#)

Entry Details

Agenda Item

MEETING DATE 2/21/2023

WHICH AGENDA ITEM WOULD YOU LIKE TO COMMENT ON? 01. Temporary Water Supply Intergovernmental Agreement (IGA)

Name

FULL NAME Jaime Phillips

Contact Information

EMAIL jaime.phillips@me.com

CITY Scottsdale

Comment

COMMENT Please update the wording of the IGA to include water service for a property that has a permit for temporary housing issued prior to January 3, 2023

not just a certificate of occupancy. I have been self building my house since June 2020. I have a temporary use permit from the county to live in temporary housing on my property and I have used hauled water since June 2022. My water use will not increase once I have my certificate of occupancy which should be issued within the next 3 months and I am dependent on hauled water to live both now and in the future. I was living on my property and using hauled water for residential purposes prior to the shutoff and I was affected the same as any other resident.

Cordova, Rommel

From: notifications@cognitoforms.com on behalf of City of Scottsdale <notifications@cognitoforms.com>
Sent: Tuesday, February 21, 2023 11:29 AM
To: Cordova, Rommel
Subject: City Council Public Written Comment Form - Rusty Childress
Attachments: 329423980_561680059178486_3890366973836718763_n.jpg

⚠ External Email: Please use caution if opening links or attachments!

City of Scottsdale

Web Scottsdale City Council Meeting Written Comment Form

[Open Form](#)

Entry Details

Agenda Item

MEETING DATE 2/21/2023

WHICH AGENDA ITEM WOULD YOU LIKE TO COMMENT ON? 01. Temporary Water Supply Intergovernmental Agreement (IGA)

Name

FULL NAME Rusty Childress

NAME OF GROUP OR ORGANIZATION Resident of RVF

Contact Information

PHONE (602) 571-4400

EMAIL rusty@childress.com

ADDRESS 16905 E. Lone Mountain Rd

CITY

Rio Verde

Comment

COMMENT

Thank you for taking a comprehensive water solution for the Rio Verde Foothills under consideration.

I especially want to commend the City of Scottsdale for making demands of Maricopa County regarding the wildcat subdivisions which must be controlled by any means necessary in order to effect a long-term solution in Rio Verde and beyond.

The residents of Rio Verde Foothills are currently making every drop count when it come to drastic water conservation efforts but cannot continue to compete with the runaway home building in the area.

Enclosed please find a photo of the "buyer beware" sign on our property warning potential buyers. Wildcat builders can only continue overbuilding if there is a lack of water disclosure and abuse of existing loopholes regarding subdivisions.

Thank you for restoring common sense to rampant overgrowth during a mega-drought.

Attachments

FILE UPLOAD

329423980_561680059178486_3890366973836718763_n.jpg



**BUYER
BEWARE
NO
WATER
in
RIO VERDE**

RE/MAX EXCALIBUR
Reed PLLC
24/7
SERVICED BY: 480-374-1710

4
1
4
5

From: notifications@cognitoforms.com on behalf of City of Scottsdale <notifications@cognitoforms.com>
Sent: Tuesday, February 21, 2023 2:43 PM
To: Cordova, Rommel
Subject: City Council Public Written Comment Form - John Carroll

⚠ External Email: Please use caution if opening links or attachments!

City of Scottsdale

Web Scottsdale City Council Meeting Written Comment Form

[Open Form](#)

Entry Details

Agenda Item	
MEETING DATE	2/21/2023
WHICH AGENDA ITEM WOULD YOU LIKE TO COMMENT ON?	01. Temporary Water Supply Intergovernmental Agreement (IGA)
Name	
FULL NAME	John Carroll
Contact Information	
PHONE	(440) 823-8321
EMAIL	john@homeinaz.us
ADDRESS	29342 N 172nd St.
CITY	Rio Verde

Comment

COMMENT

As a Rio Verde Foothills homeowner I am writing to express my hope that the city will approve the proposed agreement with Maricopa county to provide us with a temporary source of water. I congratulate Scottsdale on working to help us. There may be those that oppose this proposal for various reasons, and while this may not be perfect, it is workable and fairly easy to implement with the infrastructure in place. If we wait for perfect nothing will ever happen. Thank you again and please approve the agreement.