

CITY COUNCIL REPORT



Meeting Date: August 18, 2025
 Charter Provision: *Economic Vitality*
 Objective: *Sustain Scottsdale as a tourist destination*

ACTION

Provide information on information on WestWorld operations, including infrastructure improvements, capital projects, events, strategic planning, and parking.

BACKGROUND

WestWorld has evolved over several decades from its roots in the City's long-standing equestrian culture to become a nationally recognized, multi-use special events venue. In the early 1980's, following the closure of the City's Cholla Park Equestrian Facility due to the airport runway expansion, Scottsdale entered into a cost-sharing and land use agreement with the U.S. Bureau of Reclamation to develop 132 acres north of the Central Arizona Project canal as Horseman's Park. The facility opened in 1982, hosting equestrian activities and community events. By 1985, the City had assumed oversight of additional acreage, expanding the site to 386 acres with new arenas, parking, RV hookups, and stables. In 1987, the covered Equidome Arena was constructed, enabling the venue to host larger-scale events.

Over the next decade, Horseman's Park, renamed HorseWorld in 1988 and WestWorld in 1990, was operated privately under contract and became home to major signature events such as the Barrett-Jackson Auto Auction and the Scottsdale Arabian Horse Show. During this period, the restaurant and catering facility now known as Monterra was constructed to provide on-site dining, hospitality, and event catering services, adding an important amenity for both equestrian and special event users.

In 1997, the City assumed direct operational control from the private operator and, in 1998, adopted a WestWorld Business Plan to guide future growth. Infrastructure and amenity improvements continued, including the addition of the permanent Multi-Purpose Tent in 2005 and, in 2013, the opening of the Tony Nelssen Equestrian Center, a climate-controlled complex supporting year-round events. In recent years, WestWorld has hosted a diverse array of activities from major equestrian competitions to automotive, cultural, and entertainment events, as well as community uses such as the City's COVID-19 vaccination site in 2021. Facility investments have also expanded to adjacent sports fields and multi-use spaces, further increasing WestWorld's capacity to serve as a regional destination and economic driver.

ANALYSIS & ASSESSMENT

Bureau of Reclamation Oversight

WestWorld is a 386-acre, multi-use facility, with the majority of the footprint located on federally owned land managed by the U.S. Bureau of Reclamation (BOR) and the remainder on City-owned property. The City of Scottsdale leases this land under a federal agreement and operates WestWorld as a premier venue for

equestrian and special events. This partnership has allowed Scottsdale to maintain a unique facility that blends high-activity event operations with responsible land management.

With that partnership, WestWorld's operational framework is subject to BOR oversight. All development must comply with BOR regulations regarding land use, environmental protection, and water management. Construction and facility improvements must not interfere with flood management systems. Additionally, any major development or expansion requires prior BOR approval, which can impact project timelines and design considerations.

Facilities & Core Services

WestWorld's facilities include a 120,460-square-foot Multi-Purpose Tent, identified as the largest clear-span tent structure in North America. The 330,000-square-foot Tony Nelssen Equestrian Center is a climate-controlled complex that contains the Equidome Arena with 3,400 permanent seats, the 117,000-square-foot North Exhibition Hall, and the 37,000-square-foot South Exhibition Hall. Additional amenities consist of 7 outdoor arenas, 2 covered arenas, a 12-acre turf field, the Monterra banquet facility, and paved and unpaved parking areas. WestWorld also has 398 permanent overnight RV spaces.

WestWorld's core services support event organizers and attendees. These include hosting national and regional equestrian competitions; facilitating large-scale special events that attract visitors and tourism to Scottsdale; providing RV park reservations for event participants and travelers; offering feed and bedding sales as on-site amenities for equestrian participants; and accommodating private banquet events at the Monterra facility and other available spaces. The facility not only fills the event calendar but also supports Scottsdale businesses from hotels and restaurants to retail and transportation services.

Hybrid Operational Approach

WestWorld uses a hybrid approach to its operations. Food and beverage services and event sales are contracted out to specialized providers, while all other operational functions such as facility maintenance, event coordination, and site management are performed in-house by City staff. Together, these internal and external teams form an integrated partnership that leverages specialized expertise and dedicated City oversight to ensure WestWorld operates efficiently, delivers high-quality events, and remains a successful, competitive venue.

- **Food and Beverage Services**

M Culinary is the sole provider of food and beverage services at WestWorld under an agreement that covers kitchen use, event-based sales, and compliance with BOR and City regulations. The agreement preserves existing food and beverage rights for Barrett-Jackson and the Arabian Horse Show. Locally headquartered and long established as the catering provider for the Waste Management Phoenix Open, M Culinary is responsible for delivering food and beverage services at WestWorld safely, efficiently, and to a high standard of quality. The agreement is designed to ensure consistent service across events, honor long-standing traditions, provide flexibility for City-hosted functions, and generate commission revenue for WestWorld from sales.

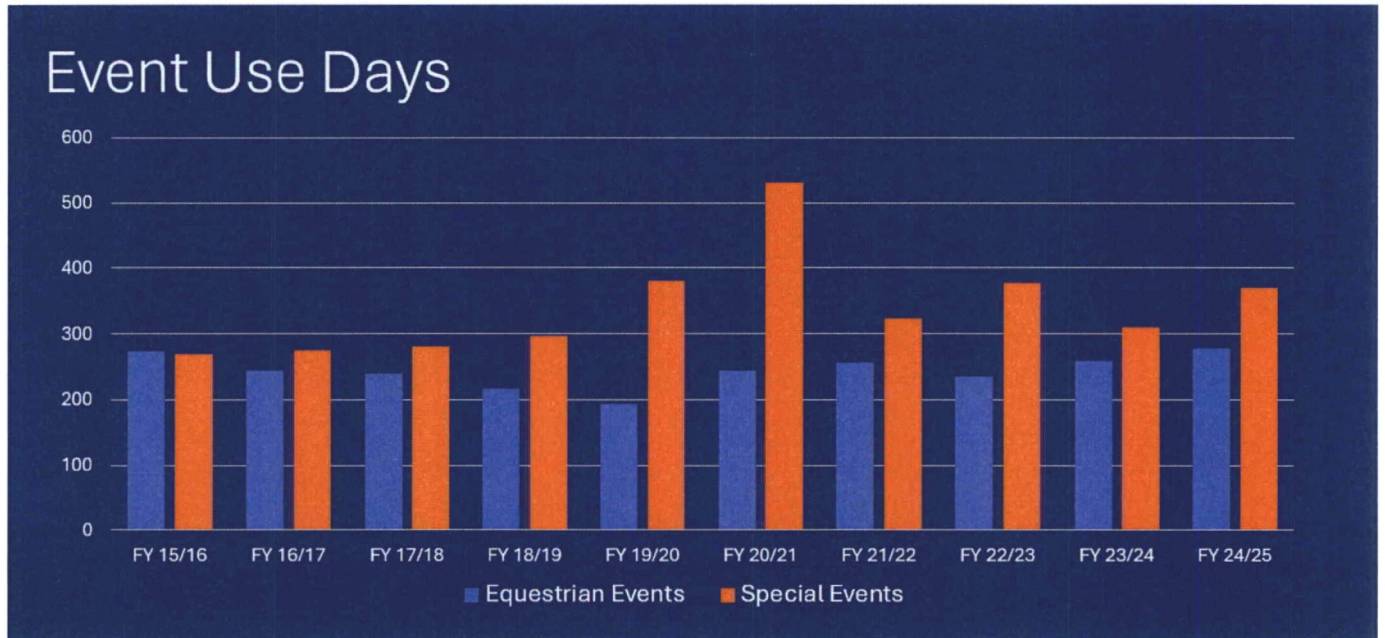
- **Event Sales**

The City has an agreement with the National Western Capital Corporation, which is focused on enhancing event bookings and increasing WestWorld's national visibility. This collaboration works to maximize facility usage year-round, attract and retain high-profile events that generate tourism and economic activity, and deliver high-quality, accessible events for both residents and visitors. By positioning WestWorld as a leading venue for large-scale, tourism-driven events, the partnership

supports Scottsdale’s broader economic goals, including increased hotel occupancy, restaurant activity, and support of local attractions.

Event Trends

In FY 24/25, WestWorld hosted 80 events split nearly evenly between equestrian (39) and special events (41). Many of these were multi-day affairs, resulting in 257 days of activity, with 210 days featuring multiple events simultaneously. These events ranged from horse shows and auto auctions to art exhibitions and martial arts competitions, demonstrating WestWorld’s evolution into a versatile, high-performing venue.



Event use days measure the total number of days WestWorld is occupied for event-related purposes, including set-up, active event days, and tear-down. This metric reflects overall facility utilization and helps evaluate how much of the calendar is dedicated to hosting events. Because multiple events can occur on the same day in different areas of the property, the total number of event use days can exceed 365 in a single year.

The higher number of special event use days in FY 20/21 was largely the result of pandemic-related scheduling adjustments. During this period WestWorld hosted a variety of alternative or modified events, such as drive-through and community support functions, and accommodated events relocated from other venues that were operating at a reduced capacity or closed. These unique circumstances temporarily increased the total number of special event use days.

Operating Budget

WestWorld’s FY 25/26 operating budget is approximately \$7.9 million with a staff of 32 positions, including 30 full-time and 2 part-time employees. The team is responsible for all aspects of facility management, including maintenance, event coordination, equestrian operations, RV accommodations, feed and bedding sales, and overall site readiness. Managing a 386-acre property with multiple venues requires careful resource allocation to ensure events are delivered efficiently, safely, and in compliance with BOR and City requirements.

Under new leadership, and through ongoing discussions with event producers, critical operational needs that require prompt attention have been identified. The facilities sound system is not functioning properly and will need repair or replacement to meet event standards. In addition, numerous portable stalls require maintenance or replacement to ensure they are safe, functional, and compliant with agreements in place with our event partners. Addressing these issues quickly will help maintain WestWorld's reputation as a reliable, high-quality venue and ensure we continue meeting the needs of our diverse event base.

Revenues & Economic Impact

For FY 25/26, WestWorld's estimated revenue is \$8.5 million, generated from multiple sources including facility use fees, concession fees, parking revenue, RV space rentals, and feed and bedding sales. These diverse income streams reflect the breadth of services and amenities offered at the facility, from large-scale event hosting to specialized equestrian support. Parking operations provide both a revenue contribution and an essential service for guest logistics. These revenues help offset operating costs and support the continued maintenance and improvement of the facility.

In September 2024 Arizona State University's L. William Seidman Research Institute completed an economic impact study of WestWorld. The study looked at FY 23/24 WestWorld operations and events and the impact on the City of Scottsdale's economy. The study found that in FY 23/24, activity at WestWorld generated an estimated \$163.6 million in state GDP, supported approximately 1,813 jobs, and produced \$85.6 million in labor income. Additionally, the City collected roughly \$4.8 million in combined sales and bed taxes from WestWorld-related activity. Notably, these figures only reflect spending by non-Scottsdale residents, meaning the total local economic activity when including resident spending, would be even higher.

The study also highlighted the significant role of large-scale events in driving these results. Special events, such as Barrett-Jackson and other major shows, were found to be the largest contributors to economic impact, followed by equestrian events and WestWorld's direct operations.

Parking

WestWorld has more than 11,000 on-site parking spaces. Paid parking was introduced in 2002 as a pilot program and formally adopted by City Council in 2003. In addition to generating funding for parking lot improvements and traffic management initiatives, paid parking improves operational efficiency, enhances customer service, and supports event safety. Parking is distributed throughout the property, allowing for designated areas for general public parking, reserved/VIP parking, and access-restricted parking for competitors, event staff, and other participants.

Parking operations are managed through a contracted service provider, with WestWorld receiving \$3 for each parked vehicle. This revenue is deposited into a special revenue fund. These funds may be used to support improvements, repairs, utility costs, debt service, and maintenance to the access and parking areas. Parking revenue includes fees paid by the Thunderbirds for use of WestWorld property to support parking for the Waste Management Phoenix Open.

Infrastructure Master Plan

WestWorld's Infrastructure Master Plan provides a long-term framework to guide facility improvements that address critical needs, enhance the guest experience, and support the venue's role as a premier event destination. The plan identifies critical drainage improvements, enhanced access and parking, and expanded shade structures as top priorities, all of which align with the eligible uses of Proposition 490 funds. Addressing drainage issues will improve safety, protect event areas and infrastructure, and ensure year-round usability. Improvements in access and parking efficiency will optimize event circulation and maximize

available space. Enhanced parking layouts and upgraded entry and exit routes will streamline traffic flow, improve safety, and create a smoother arrival and departure experience for guests. Expanding shaded areas across the property will improve comfort for attendees, participants, and vendors, making the facility more appealing for warm-weather events and increasing its versatility for a wider range of users.

As part of developing the plan, staff have been meeting with WestWorld's largest event stakeholders to solicit feedback on proposed priorities. These users, who collectively help generate hundreds of millions of dollars in annual economic impact for the City of Scottsdale according to the City's 2024 economic impact report, have identified several capital improvement requests. These include completing a new entryway consistent with the draft Infrastructure Master Plan, expanding paved parking outside event footprints, primarily to the north where only 150 asphalt spaces currently exist, and expanding the North Hall eastward or otherwise converting that space into climate-controlled, usable area. Additional requests include replacing deteriorating asphalt flooring in the North Hall with polished concrete to improve usability and reduce maintenance costs, permanently covering Arena 7, and completing drainage improvements already included in the FY 25/26 budget.

Collectively, these projects will bring WestWorld closer to being fully realized as a first-class event venue, solidify long-term commitments from its signature users, and position the facility to attract new events by offering comparable amenities, assets, and features to other premier venues across the country. This infrastructure planning effort is wrapping up, and staff will provide City Council with an update upon its completion.

Five-Year Capital Plan

WestWorld's Five-Year Capital Plan outlines a series of projects totaling approximately \$47.8 million from FY 25/26 through FY 28/29, aimed at improving infrastructure, enhancing guest experience, and supporting long-term operational efficiency. Major projects include the renovation of horse barns, funded through the GO Bonds, General Fund and the Tourism Development Fund, to maintain safety, functionality, and compliance for equestrian events. Significant drainage projects such as Bahia Drive Offsite Drainage Management, WestWorld Drive Offsite Drainage Management, and Core Facility Interior Drainage will be funded with WIFA debt serviced with Prop 490 funds and will address drainage issues to improve safety and year-round usability. Other notable facility upgrades include Monterra improvements, permanent lighting installation in parking lots, and replacement of public address system cabling to enhance event operations (sound system).

While replacement of the public address system cabling (sound system) is scheduled for next fiscal year, its current condition requires immediate attention. In addition, numerous portable stalls currently not included in the five-year capital plan require maintenance or replacement to ensure they are safe, functional, and compliant with agreements in place with our event partners. Both of these needs are time-sensitive, and staff will be returning to City Council to request contingency funding to address them now rather than, for example, waiting for the scheduled timeline for the sound system.

The capital plan also includes widening 94th Street to improve access and circulation, the renovation of the polo field, and improvements to Lot T.

Where Do We Go From Here

Next steps for WestWorld include finalizing and bringing the Infrastructure Master Plan to City Council for review. This plan identifies the most critical infrastructure needs and outlines targeted improvements to enhance safety, functionality, and event competitiveness. In parallel, we are in the middle of developing a

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Strategic Plan that will provide a long-term vision for WestWorld’s operations, programming, and capital priorities. Once complete, the Strategic Plan will be brought to Council for discussion and direction.

WestWorld is a complex venue that must balance the operational, infrastructure, and programmatic needs of both equestrian event producers and special event producers. While each group has unique priorities and requirements, they share the same overarching goal: to deliver high-quality events that enhance Scottsdale’s reputation, attract visitors, and contribute to the local economy. Through strategic planning, targeted infrastructure investments, and continued engagement with our event partners, we can ensure WestWorld remains a premier venue that serves the diverse needs of its users while delivering lasting value to the community.

RESPONSIBLE DEPARTMENT(S)

Enterprise Operations Department, WestWorld Division

STAFF CONTACT(S)

Judy Doyle, Senior Director – Enterprise Operations; (480) 312-2691; jdoyle@scottsdaleaz.gov

ATTACHMENTS

1. WestWorld Land Use Agreement – U.S. Bureau of Reclamation (BOR)
2. WestWorld Chronology, by Joan Fudala, community historian
3. 2024 Arizona State University’s L. William Seidman Research Institute Economic Impact Study of WestWorld

**WestWorld
Land Use Agreement**

Current WestWorld Land Use Agreement

- 1. Exhibit A – Scottsdale Horseman’s Park Plan**
- 2. Exhibit B- Assurance of Compliance**
- 3. Amendment No. 1 – Initial development not to exceed \$230,770**
- 4. Amendment No. 2 and Exhibit C- Land and Facilities, identified in Attachment A**
- 5. Amendment No. 3 – Term of Contract**
- 6. Amendment No. 4 – Addition of land parcel**
- 7. Amendment No. 5 – Basin Management Fund**
- 8. Amendment No. 6 – WestWorld Golf Complex, “Sanctuary”**
- 9. Amendment No. 7 – Addition of land parcel at southwest corner of Pima road and the Hayden-Rhodes Aqueduct**
- 10. Amendment No. 8 – Public Trailhead cost share agreement**
- 11. Amendment No. 9 – Landscape cost share agreement**
- 12. Amendment No. 10 – Annual Fee Adjustment and Ticket Surcharge**
- 13. Amendment No. 11 – Annual Fee Adjustment**
- 14. Amendment No. 12 – Remove a 3.8 parcel of real estate known as “Treacre Parcel”**

COST-SHARING AND LAND USE AGREEMENT
between the
UNITED STATES OF AMERICA
and
THE CITY OF SCOTTSDALE, ARIZONA

For Public Recreational Development of a portion of
the Paradise Valley Flood Detention Basin of the
Central Arizona Project in Maricopa County, The
City of Scottsdale, Arizona

This AGREEMENT, entered into this 29th day of July, 1982, by and between
the UNITED STATES OF AMERICA hereinafter called the Government, acting
through the Bureau of Reclamation, hereinafter called the Bureau and The
City of Scottsdale, Arizona, hereinafter called the City,

WITNESSETH THAT:

WHEREAS, construction of the Granite Reef Aqueduct of the Central Arizona
Project was authorized by the Colorado River Basin Project Act (Public
Law 537, 90th Congress, September 30, 1968), and the Paradise Valley
Flood Detention Basin was acquired as a part of the project; and

WHEREAS, Maricopa County and the Bureau entered into a Master Cooperative
Agreement under authority of the Federal Grant and Cooperative Agreement
Act of 1977 (Public Law 95-224) for public recreational development and
management of the Paradise Valley Flood Detention Basin lands; and

WHEREAS, the Master Cooperative Agreement contemplates the recreational
development of the subject lands by public and private entities; and

WHEREAS, The City is authorized by Arizona state law, A.R.S. 9-276.A.1
(Additional Powers of Cities) to establish, administer, and improve park
lands and public grounds; and

WHEREAS, The Federal Water Project Recreation Act (Public Law 89-72)
permits the Bureau to assist in development of public recreation facilities
on water resource projects;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITION OF TERMS. For the purpose of this agreement
certain terms are defined as follows:

(a) Separable recreation costs. The capital costs of developing
the recreation resource of the Scottsdale Horsemen's Park, Paradise
Valley Flood Detention Basin facility, including: planning and design,
supervision and administration, and construction.

ARTICLE 2 - LANDS AND FACILITIES.

(a) The area which is subject to the terms and conditions of this agreement, a portion of the Paradise Valley Flood Detention Basin of the Central Arizona Project in Maricopa County, Arizona, is identified in Exhibit A, and shall hereinafter be called Scottsdale Horsemen's Park. Scottsdale Horsemen's Park shall be under the supervision and control of the City of Scottsdale, Parks and Recreation Department in like fashion as any Scottsdale City Park. The city agrees to administer Scottsdale Horsemen's Park for public outdoor recreational use, subject to the terms and conditions of this agreement.

(b) The City agrees to operate the Project for optimum enhancement of general recreation consistent with authorized project purposes. Details on plans necessary for such enhancement are shown in the project Planning document which is attached as Exhibit A which was developed in coordination with the City, Maricopa County, and interested recreation interests and is incorporated herein by reference.

(c) All lands acquired for authorized project purposes as of the date of this agreement are not to be considered in any way as part of the Government's contribution toward cost sharing under the terms of this agreement.

(d) The Bureau in cooperation with the City has prepared a mutually acceptable Scottsdale Horsemen's Park Plan, Exhibit A, in consonance with the updated Paradise Valley Flood Detention Basin Master Plan for lands at Scottsdale Horsemen's Park. This depicts and identifies the types and quantities of facilities which the City is required to design and construct in accordance with this agreement.

(e) Title to all lands and facilities specifically acquired, developed or constructed by or with Government assistance to enhance the recreation potentials of the project shall at all times be in the United States.

(f) The performance of any obligation or the expenditure of any funds by the Government under this agreement is contingent upon the necessary appropriations and funds being allocated and made available for the work required hereunder.

ARTICLE 3 - CONSIDERATION AND PAYMENT.

Each party hereto will pay 50 percent (50%) of the separable recreation costs incurred pursuant to the terms of this agreement.

(a) Recreation Development. Each party's share of the estimated separable recreation costs for facility construction at Scottsdale Horsemen's Park is shown in Exhibit A, as of the date of execution of the agreement.

(b) Initial Development. Fifty percent (50%) of the estimated separable costs for initial facility construction at Scottsdale Horsemen's Park are estimated to be \$230,300, as of the date of execution hereof. After conclusion of initial development, the Bureau shall compute the total expenditures by each party to such date. The City shall bill the Bureau for the separable costs after incurring these costs. The Bureau shall reimburse the city for 50 percent of these costs, not to exceed \$230,300, after assuring that the costs are acceptable under the terms of this agreement.

(c) Future Development. Neither party is obligated by the agreement to undertake any future development of the Scottsdale Horsemen's Park facility, except to the extent this agreement may be so modified by future supplemental agreements signed by the parties and approved by the Secretary of the Interior or his authorized representative. If at any time the City wishes to undertake further development of the facilities to it hereunder, it may do so at its expense provided prior approval of the Bureau is obtained, but the Government shall not be obligated to reimburse the City for any portion of such expense in the absence of a supplemental agreement hereto as aforesaid.

(d) Other Federal Funds. No repayment or development credit of any kind whatsoever will be allowed the City for expenditure financed by, involving, or consisting of, either in whole or in part, contributions or grants of assistance received from any Federal Agency, in providing any lands or facilities for recreation development hereunder.

(e) Effective date of cost sharing credit. For the purpose of this agreement, cost sharing credit to the City will be the expenditure of funds for design and construction of recreation facilities after July 29, 1982.

ARTICLE 4 - FEES AND CHARGES.

(a) The City may assess and collect fees for entrance to developed recreation areas and for use of the Scottsdale Horsemen's Park facilities and areas, in accordance with a fee schedule mutually agreed to by the parties. Not less often than every five years, the parties will review such schedule and, upon the request of either, renegotiate the schedule. The renegotiated fee schedule shall, upon written agreement thereto by the parties, supersede existing fee schedules without the necessity of modifying this agreement.

(b) Fees collected for entrance to and use of Scottsdale Horsemen's Park shall be used by the city to develop, operate, maintain, and/or improve Scottsdale Horsemen's Park.

ARTICLE 5 - FEDERAL AND STATE LAWS.

(a) In acting under its rights and obligations hereunder, the City agrees to comply with all applicable Federal and State laws and regulations, including but not limited to the provisions of 40 U.S.C. 276-a-a(7); 40 U.S.C. 327-330; and Title 29, Code of Federal Regulations, Part 3; Executive Order 11246, September 24, 1981, and relevant orders of the Secretary of Labor.

(b) Exhibit B attached hereto and hereby incorporated by reference is an assurance provided by the City that it will comply with Title VI of the Civil Rights Act of 1964. (78 Stat. 241; 42 U.S.C. 2000d, et seq.). The City agrees also that it will obtain such assurances from all of its concessionaires and subcontractors.

(c) The City will not discriminate against any employees or applicants for employment because of race, color, religion, sex or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City will, in all solicitations or advertisements for employees relating to the Scottsdale Horsemen's Park area state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. In the event of the City's noncompliance with the nondiscrimination clause of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated or suspended, in whole or in part, and the City may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. The City will include these provisions in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of said Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The City will take such action with respect to any subcontract or purchase order as the Bureau may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, However, That in the event the City becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Bureau, the City may request the United States to enter into such litigation to protect the interests of the United States. The City further agrees

that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. The requirement for elimination of segregated facilities appears in 41 CFR 1-22.803-10.

(d) The City hereby certifies that it does not maintain or provide any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The City agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

(e) The City agrees to comply with all applicable Federal Statutes and regulations regarding cultural and historic resources and their identification, inventory, and protection on the Scottsdale Horsemen's Park property.

(f) Any initial cultural resource compliance activities, to include salvage and inventory, that would be undertaken as a result of construction activities at Scottsdale Horsemen's Park must be cost-shared by the City.

(g) Any activities resulting from the necessity to protect any cultural resources at the Scottsdale Horsemen's Park are the sole responsibility of the City and the operation and maintenance of such resources is the sole responsibility of the City.

ARTICLE 6 - OPERATION AND MAINTENANCE.

(a) The City shall be responsible for operation, maintenance and replacement without cost to the Government, of all facilities developed to support Scottsdale Horsemen's Park recreation opportunities. The City shall maintain all Scottsdale Horsemen's Park lands, waters and facilities in a manner satisfactory to the Bureau and pursuant to the provisions of any lease or license which may subsequently be entered into between the parties hereto, with the exception of lands required for operation of the project structures as described in 6(c). The City shall promptly make any and all repairs to Scottsdale Horsemen's Park and its recreational facilities which are necessary for proper care, operation, maintenance, and protection of the health and safety of the public. In case of neglect or failure of the City to make such repairs within 60 days following written notification, the Bureau may cause the repairs to be made, and the cost thereof shall be paid by the City as prescribed by the Bureau.

(b) For the lands to be made available pursuant to this agreement, the City will prepare, and upon approval of the Bureau implement plans and programs for effective management of the natural resources of the project, including but not limited to measures to control soil erosion, suppress wild fires, control vectors and pests.

(c) The Government or its assignees will operate and maintain those lands, structures, and facilities, including but not limited to dams, dikes, spillway and outlet works, required for control and regulation of the waters stored in the project; the access roads to the canal; and any project facilities constructed in conjunction with these works. Should any of the land, structures, facilities, or any works required for the control and regulation of the project waters be damaged as a result of any recreation activities, construction by the City, or failure of the City to adequately provide proper security of the area, the repair, reconstruction and all related costs shall be the sole responsibility of the City.

(d) Recreation use of Scottsdale Horsemen's Park lands pursuant to this agreement shall at all times be subject to existing rights, if any, of third parties and to the prior rights of the United States and its assigns to utilize any or all of said lands for the Central Arizona Project and other purposes authorized by the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory and supplementary hereto. City's use of said lands shall not interfere with the primary use of these lands for the control and detention of surface waters or other purposes associated with the Bureau's implementation of the Reclamation Laws. The Government may restrict public use of Scottsdale Horsemen's Park whenever it determines such restriction is necessary in the interests

of project purposes. There is also reserved to the United States the right to grant easements and rights-of-way under, over, or across said lands. The Bureau shall consult with the City prior to granting such easements or rights-of-way. Provided, however, that the United States shall not enter into any agreement whereby rights reserved to the United States are transferred to any private enterprise for recreational or other purposes inconsistent with the rights herein granted City.

(e) The City will be responsible for the acquisition of any water needed by it or its subcontractors and concessionaires for development and use of the Scottsdale Horsemen's Park. Neither permanent rights to the use of water which may be collected on said lands by reason of the presence of the Paradise Valley Detention Dikes nor permanent rights to the use of wells or underground water in connection with said lands shall be deemed to rest in the City.

(f) The City agrees to fence the Scottsdale Horsemen's Park lands in order to prohibit unauthorized access to other undeveloped lands of the Paradise Valley Flood Detention Basin and the dike and canal area. Such fencing will permit access to the areas by authorized Bureau and Maricopa County personnel. The City will be responsible for police, fire and other normal city service on the area and will undertake security of the area from Maricopa County. The City will be responsible for proper maintenance of the fence.

ARTICLE 7 - RELEASE OF CLAIMS.

(a) The Government and its officers and employees shall not be liable in any manner to the city for or on account of damages, claims or demands caused by the development, operation, and maintenance of the recreation areas and facilities except with respect to those functions reserved to the Government under paragraph (c) of ARTICLE 6, or in any situation where the Government or its representative may be negligent. Provided, however, that nothing contained in this clause shall be deemed to modify or limit any liability which may be imposed by the Federal Tort Claims Act, 28 U.S.C. Section 2617 et seq. (1970).

(b) The City shall require its concessionaires to obtain from an insurance company licensed in the State and acceptable to the Government, liability or indemnity insurance providing from minimum limits of \$50,000 per person in any one claim, and an aggregate limit of \$150,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$25,000 for damage to property suffered or alleged to have been suffered by any person or persons resulting from operations under any agreement between the City and its concessionaires.

ARTICLE 8 - TRANSFER OR ASSIGNMENT.

The City shall not transfer or assign this agreement nor any rights acquired thereunder, nor grant any interest, privilege or license whatsoever in connection with this agreement without the approval of the Government.

ARTICLE 9 - THIRD PARTY AGREEMENTS

The city may enter into subcontracts, concession agreements, or permits with third parties to develop, operate, maintain or improve Scottsdale Horsemen's Park for public recreation purposes. The terms of such contracts, concession agreements, or permits shall not extend beyond the end of the term of this agreement. Such contracts, concession agreements, and permits shall specifically include all applicable provisions of this agreement and shall not be effective until approved by the Government. The Government reserves the right to insert provisions into said agreements, contracts or permits that will serve to protect the interests of the Government. Each such agreement, contract, or permit shall specify whether the Government will honor its terms in the City's place if this Cost-Sharing and Land Use Agreement is terminated. No portion of Scottsdale Horsemen's Park shall be reserved for private exclusive uses.

ARTICLE 10 - DEFAULT

In the event the City is found to be operating the recreational facilities or any part thereof in violation of this agreement, then at the election of the Bureau the Government may take over from the City the care, operation, and maintenance of such facilities by giving written notice of 90 days to the City of such election and of the effective date thereof. Thereafter, during the period of operation by the Bureau, the City shall pay to the Bureau annually in advance the cost of operation and maintenance of facilities as prescribed in notices from the Bureau to the City. Such facilities may be retransferred to the City in the manner originally transferred. In the event the City fails to meet any of its obligation under this agreement, the Government may terminate the whole or any part of this agreement or license granted to the City for accomplishing the purpose of this agreement. Upon termination of this agreement by default or expiration, the City shall vacate and return possession of Scottsdale Horsemen's Park to the Government, within a period, after the date of termination, as specified by the Government, which period shall not be less than 180 days. The City may remove its personal or movable property and such property owned by third parties. All facilities developed or constructed by the City at no expense to the Government, including replacement facilities, shall be considered property of the City. The rights and remedies of the Government provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

ARTICLE 11 - EXAMINATION OF RECORDS.

(a) The City shall maintain books, records, documents, and other evidence pertaining to costs and expenses incurred under this agreement, to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services and other costs and expenses of whatever nature involved therein. The City shall make available at their offices at reasonable times, the accounting records for inspection and audit by an authorized representative of the Government during the period this agreement is in effect.

(b) The City shall annually submit to the Bureau, on a form provided by the Bureau, a report on public use of Scottsdale Horsemen's Park and facilities.

ARTICLE 12 - INSPECTION

The Government shall at all times have the right to make inspections concerning the operation and maintenance of the lands and facilities to be provided hereunder.

ARTICLE 13 - COVENANT AGAINST CONTINGENT FEES.

The City warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to cancel this agreement without liability or in its discretion to add to the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 14 - ENVIRONMENTAL QUALITY

(a) In furtherance of the purpose and policy of the National Environmental Policy Act of 1969 (Public Law 91-190, 42 U.S.C. 4321, 4331-4335 and Executive Order 11514, entitled "Protection Enhancement of Environmental Quality," March 5, 1970; 35 Federal Register 4247, March 7, 1970) the Government and the City recognize the importance of preservation and enhancement of the quality of the environment and the elimination of environmental pollution. Actions by either party will be after consideration of all possible effects upon the project environmental resources and will incorporate adequate and appropriate measures to insure that the quality of the environment will not be degraded or unfavorably altered.

(b) During construction and operation undertaken by either party, specific actions will be taken to control environmental pollution which could result from their activities and to comply with applicable federal, state and local laws and regulations concerning environmental pollution. Particular attention should be given to (1) reduction of air pollution by control or burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases and smoke from temporary heaters; (2) reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion; (3) minimization of noise levels; (4) on and offsite disposal of waste and spoil activities; and (5) prevention of landscape defacement and damage.

ARTICLE 15 - EFFECTIVE DATE.

This agreement shall take effect upon approval by the Secretary of the Interior or his authorized representative.

ARTICLE 16 - TERM OF CONTRACT.

This agreement shall be for a term of fifty (50) years from the date of approval as cited in Article 15 above.

ARTICLE 17 - AMENDMENT

This agreement and/or Exhibit A may be amended, supplemented, or suspended at any time by subagreements hereto/or by a written agreement between the Bureau and City.

Hal R. Anschutz

Mayor, City of Scottsdale
Maricopa County
State of Arizona

W. P. [Signature]

Regional Director
Lower Colorado Region
Bureau of Reclamation
U.S. Department of the Interior

Date July 29, 1982

Date July 29, 1982

Term 50 yr.
1982
+ 50
2032 - 1st Term.

Approved
and Sent

By Deborah Casner
For the Field Solicitor

EXHIBIT A

SCOTTSDALE HORSEMEN'S PARK PLAN

Scottsdale Horsemen's Park consists of 132 acres of Federally owned land within the Paradise Valley Flood Detention Basin (Reach 11) of the Central Arizona Project in Scottsdale, Arizona, in Sections 5 and 6 of T3N,R5E,G.S.R.M. The Park area is identified on the attached Master Plan Map. The area is bounded on the south by the flood protection dike; the north by the Bureau of Reclamation property fence; the west by Pima Road and the flood protection dike; and the eastern boundary is approximately 5,450 feet east of Pima road. The exact boundary, to include distances and direction of the property line, is identified on the Scottsdale Horsemen's Park, Phase One, Project Plans, prepared by Coe and Van Loo for the City of Scottsdale, Community Services Department, Parks and Recreation Division, 121-DR-81: 90-32-01, signed and approved on 7/9/82. The Phase One Plans also identify the building specifications and details for the project construction.

The land is owned by the Federal Government and will be operated and managed by the City of Scottsdale for recreation purposes under a management agreement. The park area is in a flood plain and must be designed and managed as such.

Scottsdale Horsemen's Park is designed to provide equestrian-oriented recreation; featuring multi-use equestrian arenas, jump courses, trails, clubhouse, stables, parking lots, picnic areas and restrooms. The park will be developed in phases according to the availability of funding. The first phase will develop water, electricity, parking, one arena, restrooms, and park control office.

A key feature in the plan consists of a horse stable concession. The concessionaire could board horses, rent horses, and provide lessons. This would keep the city of Scottsdale out of this area, yet provide for this special recreation need and service. It is proposed that the concessionaire construct the facilities at his own expense and pay the city a percentage of his gross revenues. It would be required that these revenues be assigned to an account designated for park development and operation and maintenance. The facility could generate revenue for its own development.

It is anticipated that the concessionaire will be selected by sealed bid based on (a) percent of gross sales to be paid to city, (b) guaranteed construction schedule, (c) experience, (d) performance bond. The concessionaire will, at his own expense, design and construct horse stables, exercise facilities, and trainer's quarters according to plans approved by the City of Scottsdale and the Bureau of Reclamation. The concessionaire will acknowledge in writing that he understands that his operation is located on federal flood detention land and that the property is subject to flooding. He must agree to hold the city and federal government harmless and maintain insurance naming the city and the federal government as additionally insured. The lease will be for a period not extending

past the agreement with the Bureau of Reclamation. The concessionaire will operate and maintain the facilities at his own expense. The concessionaire may offer stabling, training, grooming, riding lessons, horse rentals and hay rides. Complete accounting records must be kept and books must be open to audit by the city or Bureau upon request. Payments must be paid monthly based on a percentage of gross sales and submitted on an approved form supplied by the city. The concessionaire will be subject to terms of the Master Agreement with the Bureau.

Boarders will be selected for stable space upon opening of the concession by supervised public drawing or lottery. Persons wishing to board their horses will fill out an application. All applicants will be placed in identical unmarked envelopes. The drawing will assure that all who are interested will have an equal opportunity to board their horse at the park. The drawing of names will continue until all of the stable space has been allotted. The remainder of the names will be placed on a waiting list in the order in which they were drawn. The drawing will be publicized in local newspapers and the "Bridle and Bit" (Arizona Horseman's Association Publication).

Since the park is somewhat remote, a substantial amount of vandalism could be expected. For this reason the park should be supervised by a resident caretaker. It is recommended that the caretaker be a city employee charged with the responsibilities of park supervision, operation and maintenance. Operations will be supervised by the park caretaker. His immediate supervisor would be a Recreation Manager. The manager reports to the Recreation Director, City of Scottsdale. The park caretaker will supervise day-to-day park operations, including event preparation, daily maintenance, service requests, and general park supervision.

As an employee of the City of Scottsdale, the park caretaker will receive a thorough orientation on city policies and procedures. Specific duty assignments, responsibilities and conduct will be written out and signed by the caretaker. Weekly task assignments will be agreed upon and daily work, activities, attendance and problems will be recorded in a log book. The work, program, and attendance will be evaluated monthly and quarterly. Employee performance is measured formally every six months following a six month probationary period.

Open recruitment for the caretaker position will be conducted by the City Personnel office. Recruitment will include announcements in professional journals, area newspapers and regional publication of "Jobs Available." The top ten applicants based on levels of training and experience will be invited to an oral interview. The selected candidate will be offered housing and utilities, a salary range less the value of comparable unfurnished housing and utilities, along with vacation and

other benefits associated with city employment. If the employee must be dismissed he will be given two weeks notice when he must vacate the park residence.

The park will be operated and maintained as a normal city park. Maintenance will be budgeted from general city funds with work being assigned to the North Parks Crew. The park will have the advantage of having a resident caretaker to do daily maintenance, which will include custodial work in restrooms, ramadas and office spaces, maintenance or arena and spectator areas, litter control and minor construction projects. Repair on electrical, air conditioning and plumbing systems will be done through service requests by the Facilities Maintenance Division of the city.

The park caretaker will be considered on duty 24-hours a day. The park control center will include telephone, police band radio and bunks for weekend shift coverage. Park staff will control access to the park by monitoring the entrance gate and patrolling the park. The Scottsdale Police Department will have access to the park and will provide police service at the park. Additional recreation staff will be assigned during events to assist with supervision and police will be brought in on major events.

The City of Scottsdale does not or will not discriminate in its hiring practices or park use on the basis of race, color, religion, sex, age or handicap. The City of Scottsdale is an Equal Opportunity Employer. Scottsdale recreation facilities are designed to be accessible by the handicapped.

Facility use requests and special events will be coordinated through the main recreational department office until such a time that the attendance and activity levels reach a point that necessitate an on site coordinator. The caretaker will see that the requested site is prepared and reserved.

COST BREAKDOWN

The City of Scottsdale, Arizona (City) has requested that the Bureau assist the City through participation, under the cost-sharing provisions of the Federal Water Project Recreation Act, Public Law 89-72 (P.L. 89-72), July 9, 1965, in the recreational development of the Reach 11 area. The city's request is for assistance in the form of a matching grant of \$230,300. The cost breakdown by item, for the proposed recreational developments, are:

<u>Item</u>	<u>Cost</u>
1. Blade and Grade Entrance Road	\$ 25,000
2. Grub and Grade Equestrian Activity Area	\$ 5,000
3. Roadway and Parking Lot Paving	\$135,000
4. Install a Control/Access Gate	\$ 5,000
5. Construction of a lighted multi-use Rodeo Area	\$ 90,000
6. Installation of necessary Utilities: Water, Electric, and Septic Tank Systems	\$ 90,000
7. Clubhouse, Restrooms, Office/Control Building	\$ 65,000
8. Fencing	\$ 2,000
9. Seating-Bleachers for 200	\$ 5,000
10. Picnic Ramada	\$ 10,000
11. "Warm-Up" Equestrian Arenas	<u>\$ 3,600</u>
Subtotal	\$435,600
Contingencies, Supervision, Administration	<u>25,000</u>
Total Project Cost	\$460,600
Assistance Request	50%
Federal Assistance	\$230,300
City Assistance	\$230,300

The above costs are based on estimates by appropriate City departments, and are reasonable, as confirmed by independent sources (City of Phoenix, and Maricopa County Parks and Recreational Department) for such construction. The City has appropriated and committed their matching share from General City Funds, and their match is available.

The proposed recreational facilities are the first actual recreational development of the Reach 11 area. The area to be developed will be called Scottsdale Horsemen's Park. The City's application delineates the City's commitment to the operation and maintenance of the area and facilities as a City park. The application and proposed schedule of operation emphasize the City's ability to undertake this venture.

The detailed cost breakdown is as follows:

1. Blade and Grade Entrance Road \$ 25,000
 The entrance road comes in off Pima Road and is estimated at 3,600 l.f. In the first phase of construction, we would recommend gravel or granite as a temporary surface until the park is more fully developed.

2. Grub and Grade Activity Area \$ 5,000
The first activity area would consist of 25,000 s.f. including location for the clubhouse, arena and parking lot.
3. Roadway and Parking Lot Paving \$135,000
The roadway is planned to be 24' wide and 6,400' long. The phase one parking lot will handle 200 cars. Paving these areas will improve dust control.
4. Install a Control Gate \$ 5,000
A control gate at the park entrance is necessary to monitor park access.
5. Construct a Lighted Multi-use Rodeo Arena \$ 90,000
The first arena to be constructed would be 300' x 150' suitable for conducting horse shows, small rodeos, gymkhanas and drill team practice. Project would include lighting to 30 foot candles.
6. Utilities for Site \$ 90,000
Salt River Project would bring in a 12 KV overhead line and a 4" city water line will be also brought in.
7. Club House, Restrooms, Control Building \$65,000
Two duplex buildings have been donated to the city for use at the park. This estimate is for relocating the buildings to the park site and preparing the foundations to accept them.
8. Fencing \$ 2,000
Additional fencing will be needed to fence off the east side of the park (1,300 lf.).
9. Bleacher Seating \$ 5,000
Seating capacity for 200.
10. Picnic Ramada \$ 10,000
20' x 44' picnic shelter for use by large picnic groups.
11. Warm up Arenas 3,600
Construct two warm up arenas, each 150' x 200' at \$3/lf.

SCOTTSDALE HORSEMEN'S

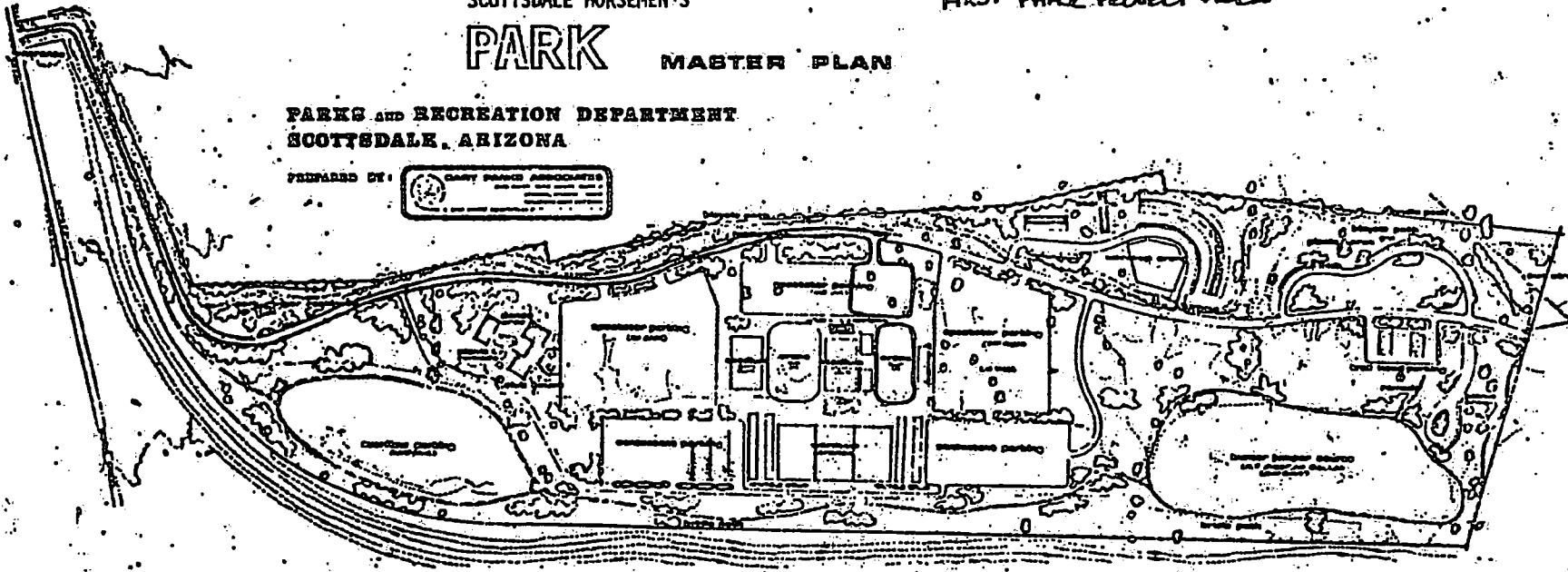
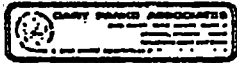
FIRST PHASE PROJECT AREA

PARK

MASTER PLAN

PARKS AND RECREATION DEPARTMENT
SCOTTSDALE, ARIZONA

PREPARED BY:



RF

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(TITLE VI, CIVIL RIGHTS ACT OF 1964)

The City of Scottsdale, Arizona (hereinafter called "Applicant-Recipient")

(Name of Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17.) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the Bureau of Reclamation and

Bureau or Office

Hereby Gives Assurance That It will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Bureau of Reclamation, This assurance obligates the

Bureau or Office

Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Bureau of Reclamation

Bureau or Office

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

7-29-82

DATED

City of Scottsdale, Arizona

APPLICANT-RECIPIENT

By

(President, Chairman of Board or Comparable authorized Official)

The City of Scottsdale
3939 Civic Center Plaza
Scottsdale, Arizona 85251

APPLICANT-RECIPIENT'S MAILING ADDRESS

ORIGINAL

AMENDMENT TO COST-SHARING AND
LAND USE AGREEMENT
between the
United States of America and
The City of Scottsdale, Arizona

AMENDMENT #1

2-07-32-L0793


WHEREAS, the United States of America, acting through the Bureau of Reclamation and the City of Scottsdale, Arizona, entered into a Cost-Sharing and Land Use Agreement, on July 29, 1982, to develop public recreational use of a portion of the Paradise Valley Flood Detention Basin;

and

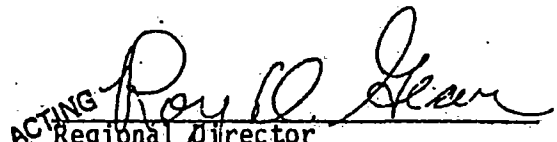
WHEREAS, Section 17 of the Agreement permits amendment to the Agreement at any time.

NOW THEREFORE, it is agreed that:

Section 3,(b) Initial Development be amended to read: "not to exceed \$230,770,".



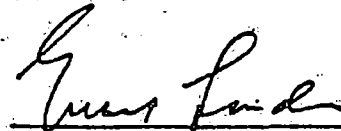
Mayor, City of Scottsdale
Maricopa County
State of Arizona


ACTING _____
Regional Director
Lower Colorado Region
Bureau of Reclamation
U. S. Department of the Interior

March 14, 1984
Date

MAR 7 1984
Date

Approved as to Legal Form and
Sufficiency

By: 

DUPLICATE ORIGINAL

AMENDMENT TO COST-SHARING AND
LAND USE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA AND
THE CITY OF SCOTTSDALE, ARIZONA

AMENDMENT #2

2-07-32-L0793


WHEREAS, the United States of America, acting through the Bureau of Reclamation and the City of Scottsdale, Arizona, entered into a Cost-Sharing and Land Use Agreement, on July 29, 1982, to develop public recreational use on a portion of the Paradise Valley Flood Detention Basin;

and

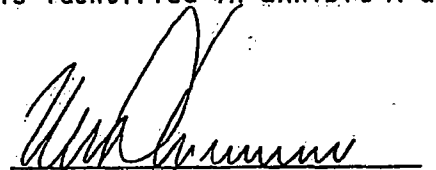
WHEREAS, Section 17 of the Agreement permits amendment to the Agreement at any time.

NOW THEREFORE, it is agreed that:

ARTICLE 2, (a) be amended to read: "is identified in Exhibit A and Exhibit C,".



Mayor, City of Scottsdale
Maricopa County
State of Arizona

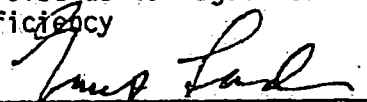


Regional Director
Lower Colorado Region
Bureau of Reclamation
U.S. Department of Interior

FEB 21 1985
DATE

FEB 21 1985
DATE

Approved as to Legal Form and
Sufficiency

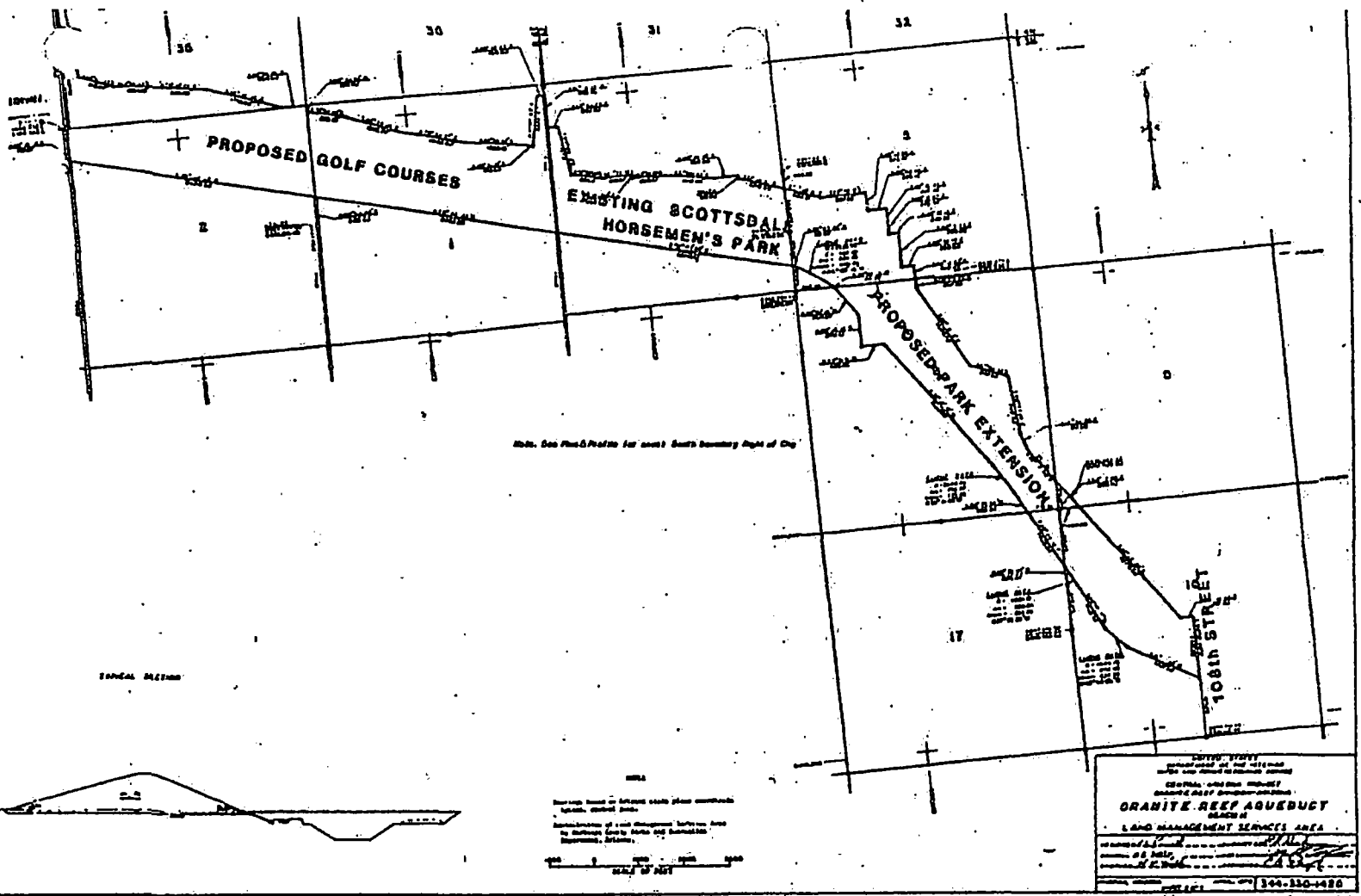
By: 

EXTENSION TO SCOTTSDALE HORSEMEN'S PARK

Scottsdale Horsemen's Park is amended to include approximately 224 acres of Federally owned land within the Paradise Valley Flood Detention Basin (Reach 11) of the Central Arizona Project in Scottsdale, Arizona.

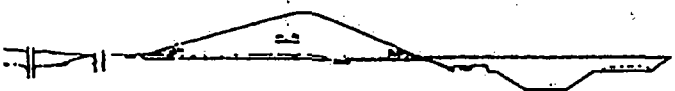
This area is identified on the attached location map. The area is bounded on the South by the flood protection dike; the North by the Bureau of Reclamation property fence; the West by Scottsdale Horsemen's Park; and the East by 108th Street. The City must erect a fence at the upslope toe of the flood protection dike prior to development or public access.

The land is owned by the Federal Government and will be operated and managed by the City of Scottsdale for recreation purposes under a management agreement. The park area is in a flood plain and must be designed and managed as such. The city's recreation map is a conceptual drawing, specific recreation facilities to be developed must be approved by Reclamation in a management document or park plan. In addition, recreation development and use in the vicinity of Talliesin West (108th Street) must be planned in coordination with the Arizona State Historic Preservation Officer (SHPO) and the Frank Lloyd Wright Foundation to assure compliance with the May, 1975, Memorandum of Agreement between Reclamation, the Advisory Council on Historic Preservation, and the SHPO.



Note: See Plans & Profiles for exact South Boundary Right of Way

TYPICAL SECTION



GRADE
 Elevation based on datum which shall be established
 by the Engineer.
 Elevation of top of structure to be used
 in all cases unless otherwise indicated.
 Elevation of base of structure to be used
 in all cases unless otherwise indicated.
 Elevation of ground to be used in all cases
 unless otherwise indicated.

SCALE OF PLAN

ENGINEER
 GRANITE REEF AQUEDUCT
 LAND MANAGEMENT SERVICES AREA
 10/1/58

EXHIBIT 'C' (Con't)

AMENDMENT TO COST-SHARING AND
LAND USE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA AND
THE CITY OF SCOTTSDALE, ARIZONA

AMENDMENT #3

2-07-32-L0793


WHEREAS, the United States of America, acting through the Bureau of Reclamation and the City of Scottsdale, Arizona, entered into a Cost-Sharing and Land Use Agreement, on July 29, 1982, to develop public recreational use on a portion of the Paradise Valley Flood Detention Basin;

and

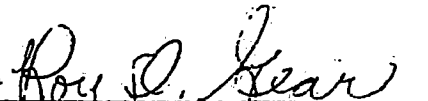
WHEREAS, Section 17 of the Agreement permits Amendment to the Agreement at any time.

NOW THEREFORE, it is agreed that:

SECTION 16 - TERM OF CONTRACT be amended to read: "This Agreement shall be for a term of fifty (50) years from the date of approval as cited in ARTICLE 15 above, with a minimum twenty five (25) year renewal option at the mutual agreement of the Bureau and the City."



Mayor, City of Scottsdale
Maricopa County
State of Arizona

ACTING 

Regional Director
Lower Colorado Region
Bureau of Reclamation
U. S. Department of Interior

12-24-85
DATE

3/17/86
DATE

Approved as to Legal Form
and Sufficiency

Approved as to Legal Form
and Sufficiency


By 

Scottsdale City Attorney

By  11-6-85

For the Field Solicitor

Roy R. Pederson, City Clerk

Attest: 

DEPUTY City Clerk

ACKNOWLEDGMENT

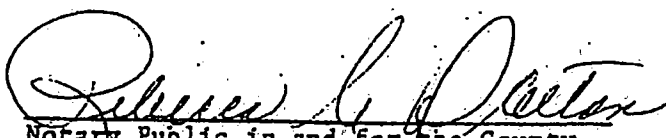
State of Nevada)
) ss.
County of Clark)

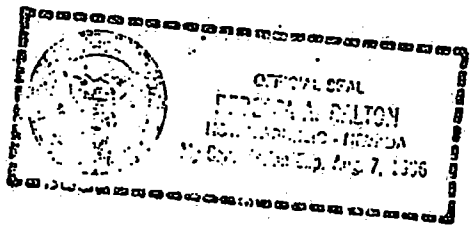
On this 17th day of March, 1956,
before me, Rebecca A. Dalton, a Notary Public in and for said

County and State personally appeared Roy D. Gear,

ACTING

Regional Director, Lower Colorado Region, Bureau of Reclamation,
United States Department of the Interior, known to me to be the person
described in the foregoing instrument, and acknowledged to me that he
executed the same on behalf of the United States of America in the capacity
therein stated and for the purpose therein contained.


Notary Public in and for the County
of Clark, State of Nevada





United States Department of the Interior

BUREAU OF RECLAMATION
ARIZONA PROJECTS OFFICE
23636 N. 7TH STREET
P.O. BOX 9980
PHOENIX, ARIZONA 85068

IN REPLY
PLEASE TO 330-420
715.

7 MAY 1986

Honorable Herbert R. Drinkwater, Mayor
City of Scottsdale
3939 Civic Center Plaza
Scottsdale, Arizona 85251

Dear Mayor Drinkwater:

We are pleased to enclose the fully executed duplicate-original and a copy of the "Amendment to Cost-Sharing and Land Use Agreement Between the United States of America and The City of Scottsdale, Arizona", dated March 17, 1986, for your records. This Amendment modifies the term of our Agreement to reflect a 25-year renewal option.

Sincerely yours,

LARRY D. MORTON

Larry D. Morton
Acting Project Manager

Enclosure in duplicate

bc: Mr. Bill Ensign, Parks Director, City of Scottsdale, 3939 Civic Center Plaza, Scottsdale, Arizona 85251
✓ Mr. David Harris, Deputy City Manager, City of Scottsdale, 3939 Civic Center Plaza, Scottsdale, Arizona 85251 (w/encl to ea.)

AMENDMENT TO COST-SHARING AND
LAND USE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA AND
THE CITY OF SCOTTSDALE, ARIZONA

COPY

WHEREAS, the United States of America, acting through the Bureau of Reclamation (Reclamation) and the city of Scottsdale, Arizona, entered into a Cost-Sharing and Land Use Agreement, on July 29, 1982, to develop public recreational use on a portion of the Paradise Valley Flood Detention Basin;

and

WHEREAS, Section 17 of the Agreement permits Amendment to the Agreement at any time.

NOW THEREFORE, it is agreed that the Land Use Agreement is amended to include the addition of a parcel of land located south of the dike area at the northeast corner of Pima Road and the Granite Reef Aqueduct. The description of this parcel is as follows:

Being a part of Lot 14 of the dependent resurvey and subdivision of Section 6, Township 3 North, Range 5 East, as shown by the Plat prepared by the Bureau of Land Management, dated March 14, 1952, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Commencing at the northwest corner of said Section 6; THENCE S00°18'00"W along the west line of said Section 6 a distance of 471.24 feet to the point of beginning at the northwest corner of Lot 14; THENCE S89°55'00"E a distance of 424.78 feet to the northeast corner of Lot 14; THENCE S00°14'00"E a distance of 660.13 feet to the southeast corner of Lot 14; THENCE N89°57'00"W along the south line of Lot 14, a distance of 167 feet, more or less, to the north line of the Central Arizona Project Canal; THENCE N09°10'56"W along the north line of said canal 163 feet, more or less, to an angle point; THENCE N88°42'00"W and continuing along said canal north line a distance of 245.5 feet to a point on the west line of Section 6; THENCE N01°18'00"E a distance of 494 feet, more or less, to the point of beginning.

The above described parcel contains 5.55 acres, more or less, and is subject to all easements.

The city of Scottsdale agrees that prior to any construction activities or development of the property the city will submit plans for such improvements to Reclamation for approval. No development will take place without Reclamation approval. All terms and conditions of the agreement will apply to these added parcels.

William A. Walker
for Mayor, City of Scottsdale
Maricopa County
State of Arizona

AGING

JOHN D. BROWN

Regional Director
Lower Colorado Region
Bureau of Reclamation
U. S. Department of the Interior

Date _____

Date 9-9-87

ORIGINAL

Contract No. 2-07-32-L0793
Amendment No. 5

COS # 880057A

AMENDMENT

Reamille
This amendment ("Amendment") is made and entered into this 3rd day of November, 1998, by and between the City of Scottsdale, an Arizona municipal corporation ("City") and the United States of America ("Government"), acting through the Bureau of Reclamation ("Reclamation"), collectively referred to as the "Parties".

RECITALS

A. On July 29, 1982, the Parties entered into a recreational land use agreement (No. 2-07-32-LO793) ("Agreement"), which permitted the City to use a portion of the Paradise Valley Flood Detention Basin of the Central Arizona Project in Maricopa County, City of Scottsdale, Arizona, for the construction and operation of the Scottsdale Horsemen's Park ("WestWorld"). The Agreement has been amended several times since its initial execution.

B. WestWorld, which includes two polo fields, an equidome, numerous equine facilities, and some undeveloped areas, is being operated and maintained by the City.

C. The City has collected monetary value from entities such as Cellular One and the City transportation department, to mitigate for the loss of recreation and use of Reclamation facilities, for approved projects at WestWorld.

NOW, THEREFORE, whereas Article 17 of the Agreement permits Amendment to the Agreement at any time and in consideration of the above recitals, the mutual promises that follow and for other good and valuable consideration, the Parties agree as follows:

TERMS

1. The recitals which appear above are incorporated into this Amendment.
2. Unless otherwise expressly provided in this Amendment, all the terms, conditions and definitions ascribed to words in the Agreement shall apply to this Amendment, which is hereby incorporated into the Agreement by this reference.
3. The following is hereby added to the Agreement as paragraphs "g" and "h" of Article 6:

g. All monetary values collected by the City, in the form of mitigation as described in paragraph C of the above recitals, shall be maintained by the City in a designated fund account, which shall constitute a Basin Management Fund ("BMF"). The BMF shall be used to develop, operate, maintain and/or improve the

WestWorld facility and lands for public recreation.

(1) Except as otherwise expressly provided herein, no expenditure may be made from the BMF without the express written approval of Reclamation. Requests for expenditure of BMF funds shall be made in writing to Reclamation, not less than thirty (30) days prior to the proposed expenditure. Any request for expenditure shall be approved or denied by Reclamation within thirty (30) days of receipt of the request. Reclamation may extend the time for approval or denial, if necessary, upon giving written notice to the City.

(2) The City may expend BMF funds without prior written approval of Reclamation if all of the following conditions are met: (i) the expenditure is for a proper purpose, as described in this paragraph h; (ii) the expenditure is necessary to respond to an actual emergency condition; and (iii) in the reasonable judgment of the City immediate action is necessary in order to prevent potential damage or injury to property or persons; and (iv) there is insufficient time in the reasonable judgment of the City to obtain the written approval of Reclamation.

(a) The City shall advise Reclamation of the existence of the emergency as soon as possible, by any reasonable means, and shall provide written notice to Reclamation as soon as practicable thereafter. Notices of emergency given by the City shall include: a description of the condition, the reason constituting the emergency, the reason for immediate action, the City's intention to use BMF funds to address the emergency and an estimate of the amount of BMF funds needed.

(b) In the event that Reclamation believes that the City has spent funds for emergency purposes, without complying with the provisions of subsection 2, above, the City shall be required to repay the funds to the BMF. Prior to making such determination, however, Reclamation will meet, confer and discuss the issue with the City. In the event that the Parties are unable to resolve their differences after meeting, conferring and discussing the issue, the decision of Reclamation will be final.

(3) BMF funds may be used by the City to acquire real property to be used in connection with the WestWorld facilities, subject to the approval of Reclamation as provided in subparagraph g.(1), above. The City may hold title to the property so acquired, but the property must be used in connection with the WestWorld facilities. Any other use of the property by the City shall be subject to the approval of Reclamation.

h. The following additional provisions shall apply to the BMF:

(1) The provisions of Article 11 of the Agreement, pertaining to the examination of records, shall apply.

(2) The City shall prepare and submit annually to Reclamation, not later than June 30, 1999; and annually thereafter for the term of this Agreement and any extensions of it provided by its terms, a report showing the total Basin Management Fees received and all expenditures made from the BMF.

(3) Any balance remaining in the BMF upon the termination of this Agreement, whether by expiration of the term or otherwise in accordance with its terms and conditions, shall be paid by the City to Reclamation.

5. The Agreement is hereby amended to add Article 18, which shall read as follows:

ARTICLE 18: Administrative fees.

As and for consideration for Reclamation's costs in the effective administration of this Agreement, the City agrees to pay to Reclamation the sum of fifty-five thousand dollars (\$55,000) each year. The first payment shall be for fiscal year 2000/2001, and shall be due December 31, 2000. The payment for each fiscal year thereafter shall be due not later than each succeeding 31st day of December. Basin Management Fees may not be used for the payment of administrative costs required by this article.

The City shall maintain effective control over accountability for all funds, property, and other assets provided under this Amendment and shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

The City shall maintain such accounting records as are necessary to satisfy the requirements of this Amendment and shall furnish, upon request, to Reclamation, not later than 90 days following completion of work, a financial report of all expenditures of Reclamation funds.

6. The Agreement is hereby amended to add article 19, which shall read as follows:

ARTICLE 19: Hazardous Materials.

During the remaining term of the Agreement, the City additionally agrees as follows:

(a) The City shall comply with all applicable Federal, State and local laws and regulations, and Reclamation policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in lands, waters, or

facilities owned by the United States and administered by Reclamation.

(b) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (42 U.S.C. 9601 et seq.), and regulations promulgated pursuant to that act.

(c) The City may not allow contamination of lands, waters, or facilities owned by the United States and administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, (including, but not limited to, the misuse of pesticides, pesticide containers or any other pollutants).

(d) The City shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water, or facilities owned by the United States and administered by Reclamation.

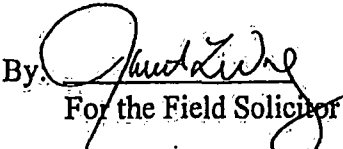
(e) Violation of any of the provisions of this article shall constitute grounds for immediate termination of this project and shall make the City liable for the cost of full and complete restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(f) The City agrees to include the provisions contained in paragraphs (a) through (e) of this article in any subcontract or third-party contract it may enter into pursuant to this Amendment.

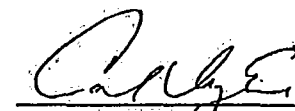
(g) Reclamation agrees to provide information necessary for the City, using reasonable diligence, to comply with the provisions of this article. All other provisions of the original Agreement No. 5-07-30-L0213 will remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused to be affixed the signatures of their respective authorized officials on the date first above written.

Approved as to Legal Form
and Sufficiency:

By: 
For the Field Solicitor

ACTING



Thomas G. Burbey
Area Manager
Phoenix Area office
Lower Colorado Region
Bureau of Reclamation
U.S. Department of the Interior

RESOLUTION NO. 5181

RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING AMENDMENTS TO CONTRACTS WITH THE BUREAU OF RECLAMATION NO. 860299A (TPC) AND NO. 880052A (WESTWORLD).

WHEREAS, on February 14, 1994, the City Council adopted Ordinance No. 2632 which established a surcharge for play on all city-owned golf courses, and

WHEREAS, the Bureau of Reclamation (BOR), of the United States Department of the Interior, is owner and administrator of the land occupied by the existing city-owned TPC golf courses and the future Westworld Golf Course, and

WHEREAS, the BOR has approved the implementation of Ordinance 2632 on the golf courses located on its land and consents to collection by the City of the surcharge provided all such funds are deposited by the City into a Basin Management Fund; and

WHEREAS, expenditures of Basin Management Funds must be pursuant to BOR approval and used for the benefit of recreational projects on BOR land.

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

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, amendment number 6 to Contract No. 860299A (BOR Contract 5-07-30-L0213), (TPC), and amendment number 5 to Contract 880052A (BOR Contract 2-07-32-L0793), (Westworld).

Section 2. The City Council hereby authorizes and directs City staff to place in Interest bearing accounts all funds on deposit or deposited in the future into the Basin Management Funds.

Section 3. The City Council hereby authorizes and directs City staff to provide to the BOR such periodic accountings for such funds and accrued interest as the BOR may reasonably request.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 3rd day of November, 1998.

ATTEST:

Dea Christ for
Sonia Robertson, City Clerk

CITY OF SCOTTSDALE, an
Arizona municipal corporation


Sam Kathryn Campana,
Mayor

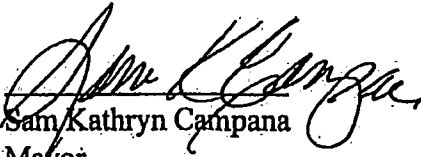
APPROVED AS TO FORM:

Fredda J. Bismar for
Fredda J. Bismar, City Attorney

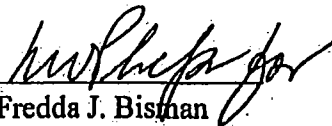
ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation,


Sonia Robertson
City Clerk


Sam/Kathryn Campana
Mayor

Approved as to Legal Form
and Sufficiency:


Fredda J. Bisman
City Attorney

ORIGINAL

Contract No. 2-07-32-L0793
AMENDMENT NO. 5 (ADDENDUM)

COS # 88005 2A

RECREATIONAL USE AND COST SHARING AGREEMENT
between the
UNITED STATES DEPARTMENT OF THE INTERIOR
and
THE CITY OF SCOTTSDALE, ARIZONA

WHEREAS, the United States of America, acting through the Bureau of Reclamation (Reclamation) and the City of Scottsdale (City), Maricopa County, Arizona entered into a recreational land use agreement on July 29, 1982, to accommodate public recreational development and use on a portion of the Paradise Valley Flood Deteneion Basin;

and

WHEREAS; Article 17 of the agreement permits amendments to the agreement,

NOW THEREFORE, IT IS AGREED THAT:

ARTICLE 3, (c) be amended by adding a new paragraph (1) which states:

(1) Reclamation and the City agree to a cost-shared grant to assist in improvements to the WestWorld Facilities. These improvements consist of replacing plumbing and handicapped approved fixtures in existing restrooms, install safety improvements as required to meet OSHA standards, repair existing 400 amp service to facilities, repair of damaged seating in the Equidome, installation of a new PA system that will accomodate multiple equestrian uses during the show season, and the installation of a retaining wall on the south side of the Equidome to eliminate safety hazards associated with parking in this area. The estimated total cost for these improvements to the WestWorld is \$347,000, of which Reclamation's portion will be no more than \$115,400 for 1998/1999. It is anticipated that these improvements will be completed by December, 1999. Prior to any construction for which Reclamation will cost share, Scottsdale must receive Reclamation's approval.

City of Scottsdale
Maricopa County
State of Arizona

ACTING

Project Manager
Phoenix Area Office
Bureau of Reclamation
Department of the Interior

11/3/98
Date

11/12/98
Date

*Witness for
Fredda Bisman,
City Atty*

ORIGINAL

Contract No. 2-07-32-LO793
Amendment No. 6

AMENDMENT XX TO COST-SHARING AND
LAND USE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA AND
THE CITY OF SCOTTSDALE, ARIZONA

WHEREAS, the United States of America, acting through the Bureau of Reclamation (Reclamation) and the city of Scottsdale, Arizona, entered into a Cost-Sharing and Land Use Agreement, on July 29, 1982, to develop public recreational use on a portion of the Paradise Valley Flood Detention Basin;

and

WHEREAS, Article 17 of the Agreement permits Amendment to the Agreement at any time.

NOW THEREFORE, it is agreed to that the Land Use Agreement is amended to include the addition of wetland habitat within the confines of the WestWorld Golf Complex. Any mention hereafter pertaining to the City shall mean the City of Scottsdale, and any mention pertaining to Reclamation shall mean the Bureau of Reclamation, Phoenix Area Office. In addition, the following terms apply.

1. Definition of Terms

Project - within the context of this amendment, the term Project shall mean the inclusion of wetland habitat only, which is to be incorporated as part of the WestWorld Golf Complex.

Party, Parties - defined as the City, and Reclamation.

Milestone - an agreed to completion of a certain portion of wetland construction by both parties. The completion of a milestone will be used for progress payment purposes.

2. City Responsibilities

The City shall have the responsibility to implement, direct, manage, and administer the construction of the Project. Specifically, the City shall be responsible for preconstruction activities, the creation of construction drawings and specifications, and the contract administration and construction management for the Project.

In addition, after constructing the Project, the City shall have the responsibility to regularly clean and maintain the wetland so that it is a desirable location for both animals and humans to visit. Should cleaning and maintenance not be provided by the City, Reclamation may exercise the option of cleaning and maintaining the wetland at the City's expense by billing the City for the work incurred.

3. Reclamation Responsibilities

Reclamation shall be responsive to requests by the City. Reclamation shall be available for consultation on any phase of the Project if the City requests consultation. Reclamation shall also monitor the construction throughout the course of the project. Reclamation shall not provide funding for operation and maintenance either during the course of construction, or after construction has concluded.

4. Financial Reports

On a semi-annual basis, the City shall submit to Reclamation, within 45 calendar days after the end of each period, a report of actual expenditures on the Project work. The City shall specifically show those expenditures related to the wetland work only. The periods shall be from October through March, and April through September. A separate account shall be maintained by the City for all the work performed on the Project, with costs identifiable by Project task. These accounts and related records shall be available for inspection, audit, and reproduction by Reclamation without charge during normal business hours. During the progress of the work, all operations of either Reclamation or the City, pertaining to this Project, shall be open to inspection by authorized representatives of the City or Reclamation, and if work is not being done in a mutually satisfactory manner, either Party may terminate this amendment.

5. Project Schedule

5.1 The City shall provide Reclamation with a detailed construction drawing and construction schedule of the Project prior to a Notice-to-Proceed being issued to the City by Reclamation.

5.2 The City shall provide, through funding or in-kind services, at least fifty (50) percent of the costs and expenses of the work performed for this Project. Reclamation shall not expend more than 50 percent of the total cost for the Project.

6. Funding

6.1 Reclamation projects \$10,000 in reserve for contract and non-contract costs for fiscal year 1999, which is contingent upon an executed amendment to the original 1982 Land Use Agreement by both parties and the City providing acceptable invoices showing expenditures for approved wetland construction. The total estimated cost of the Project is \$305,000, of which Reclamation's portion will be no more than \$10,000 for fiscal year 1999. It is anticipated that this project will extend beyond this fiscal year, and any future funds for further assistance are not guaranteed by Reclamation. Prior to any construction for which Reclamation will cost share, the City must receive Reclamation's approval.

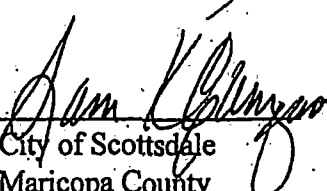
7. Method of Payment

The City shall submit invoices and financial reports to the following representative.

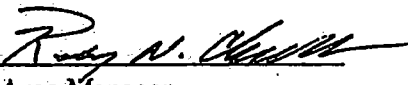
Richard Mellegard, PXAO-6000
Bureau of Reclamation
PO Box 81169
Phoenix, Arizona 85069-1169

The number, and dollar value, of progress payments can be agreed to between the City and Reclamation, but payments shall not exceed 50% of the invoices submitted for work directly related to the Project. In addition, Reclamation cannot participate in excess of \$10,000 which may, or may not, represent 50% of the total cost of the Project.

Reclamation agrees to make payments on bills after the completion of milestones within 60 days of the notification of this office. Reclamation agrees to these payments for the funding held in our account for this fiscal year. Reclamation agrees to either approve or contact the City to resolve disputes within 30 days of receipt of bill.


City of Scottsdale
Maricopa County
State of Arizona

09-07-99
Date

ACTING 
Area Manager
Phoenix Area Office
Bureau of Reclamation
Department of the Interior

9/14/99
Date

Cost Estimate and Budget through FY 1999

Project Cost:

	<u>North Pond</u>	<u>South Pond</u>	<u>Desert Stream Bed</u>
-Design-	\$0	\$5,000	\$15,000
-Water System-			
Pump station	\$5,000	\$15,000	\$5,000
Piping	\$10,000	\$25,000	\$20,000
Remote control	\$1,000	\$1,000	\$5,000
-Landscape-			
Trees	\$6,000	\$8,000	\$30,000
Shrubs	\$3,000	\$5,000	\$20,000
Upland Species	\$5,000	\$5,000	\$30,000
Aquatic Plants	\$1,000	\$8,000	\$0
Rocks	\$2,000	\$10,000	\$30,000
Granite	\$5,000	\$5,000	\$25,000
Totals	<u>\$38,000</u>	<u>\$87,000</u>	<u>\$180,000</u>

TOTAL PROJECT COST: \$305,000

Budget:

Fiscal Year	Total Budgeted by Reclamation	Total Reclamation Direct Costs	Total Amount Anticipated to be Transferred
FY 1999: From October 1, 1998 through September 30, 1999	\$10,000	\$1,100	\$8,900
TOTALS	\$10,000	\$1,100	\$8,900

RESOLUTION NO. 5369

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 6 TO THE COST-SHARING AND LAND USE AGREEMENT BETWEEN THE UNITED STATES AND THE CITY.

WHEREAS, the United States, acting through the Bureau of Reclamation, and the City entered into a Cost-Sharing and Land Use Agreement dated July 29, 1982, to develop public recreational use, on a portion of the Paradise Valley Flood Detention Basin; and

WHEREAS, Article 17 of the Agreement permits amendments to the Agreement at any time; and

WHEREAS, creation of a wetlands habitat at the WestWorld Golf Course is required to designate a signature Audubon golf course in accordance with guidelines established by Audubon International; and

WHEREAS, the United States, through the Bureau of Reclamation, intends to provide \$10,000 in funding toward the total estimated project cost of \$305,000; and

WHEREAS, the remaining project costs will be paid by the WestWorld Golf Course concessionaire, at no cost to the City; and

WHEREAS, the location within WestWorld in which the golf course is being constructed has been home to wildlife prior to the construction of the Central Arizona Project Canal; and

WHEREAS, the proposed wetlands habitat will not only provide a safe haven for native birds and other indigenous wildlife, but will also improve water quality.

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


Section 1. Sam Kathryn Campana, Mayor, is hereby authorized to execute, on behalf of the City of Scottsdale, Amendment No. 6 to the Cost-Sharing and Land Use Agreement between the United States and the City, Contract No. 2-07-32-L0793.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 7th day of September, 1999.

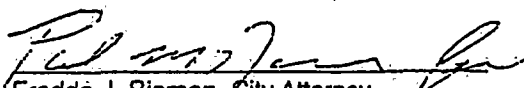
CITY OF SCOTTSDALE, an
Arizona municipal corporation.

ATTEST:


Sonia Robertson, City Clerk


Sam Kathryn Campana, Mayor

APPROVED AS TO FORM:


Fredda J. Bisman, City Attorney

ORIGINAL

Contract No. 2-07-32-LO793
Amendment No. 7

AMENDMENT TO COST-SHARING AND
LAND USE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA AND
THE CITY OF SCOTTSDALE, ARIZONA

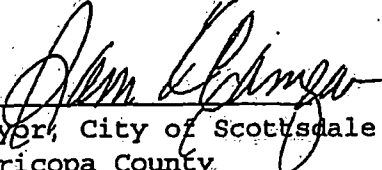
WHEREAS, the United States of America, acting through the Bureau of Reclamation (Reclamation) and the city of Scottsdale, Arizona, entered into a Cost-Sharing and Land Use Agreement (Agreement) on July 29, 1982, to develop public recreational use on a portion of the Paradise Valley Flood Detention Basin;

and

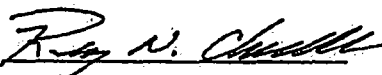
WHEREAS, Article 17 of the Agreement permits Amendment to the Agreement at any time.

NOW THEREFORE, it is agreed to that the Agreement is amended to include the addition of a parcel of land located south of the Hayden-Rhodes Aqueduct (Canal), at the southwest corner of Pima Road and the Canal. The description of this parcel as identified in the attached Exhibit "A" and Exhibit "B" to this Amendment. The Canal is referred to as the Granite Reef Aqueduct in these Exhibits.

The city of Scottsdale agrees that prior to any construction activities or development of the property, the city will submit plans for such improvements to Reclamation for approval. No development will take place without Reclamation approval. All terms and conditions of the Agreement will apply to this added parcel.


Mayor, City of Scottsdale
Maricopa County
State of Arizona

ACTING


Area Manager
Phoenix Area Office
Bureau of Reclamation
U.S. Department of the Interior

09-07-99
Date

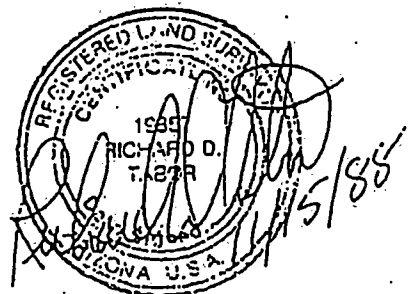
9/14/99
Date

PROPERTY DESCRIPTION

That part of the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 1, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter of the Southeast Quarter of Section 1;
thence South 00 degrees 08 minutes 16 seconds West along the East line of said Northeast Quarter a distance of 734.65 feet to the South line of the Granite Reef Aqueduct Right-of-Way;
thence North 76 degrees 27 minutes 37 seconds West (North 76 degrees 03 minutes 03 seconds West, of record based on Arizona State Plane Coordinates, Central Zone) along said South line a distance of 97.66 feet to the West line of the East 95.00 feet of said Northeast Quarter and the POINT OF BEGINNING;
thence continuing North 76 degrees 27 minutes 37 seconds West (North 76 degrees 03 minutes 03 seconds West, of record based on Arizona State Plane Coordinates, Central Zone) along said South line a distance of 1452.08 feet to a point of nontangent curvature from which the radius point bears South 29 degrees 17 minutes 04 seconds West a distance of 3065.00 feet;
thence northwesterly along the arc of said curve through a central angle of 10 degrees 04 minutes 27 seconds a distance of 538.91 feet to the North line of the South 100.00 feet of a 110.00 feet wide easement for roadway purposes recorded in Docket 11594, Pages 159 through 162 Records of Maricopa County;
thence South 76 degrees 27 minutes 37 seconds East (South 76 degrees 03 minutes 03 seconds East, of record based on Arizona State Plane Coordinates, Central Zone) along said North line a distance of 1957.10 feet to the West line of the East 95.00 feet of said Northeast Quarter;
thence South 00 degrees 08 minutes 16 seconds West along said West line a distance of 102.80 feet to the POINT OF BEGINNING.

Containing 166,210 square feet or 3.815659 acres more or less.



S 89°55'36" E 1311.92'
1204.49'

S 00°55'36" E 1311.92'

CURVE	ARC	DELTA	RADIUS
C1	45.51	0°51'02"	3085.00
C8	262.49	16°15'36"	924.01
C9	62.74	3°52'50"	984.93
C10	294.19	8°21'51"	1800.00
C15	227.30	4°14'58"	3065.00
C18	28.95	0°57'21"	1735.00
C19	64.94	2°08'40"	1735.00

LINE	BEARING	DISTANCE
L12	N 9°23'01" E	38.95
L15	S 0°00'18" W	62.232

S 76°27'37" E
120.27'
R=3065.00
J=2°23'53"

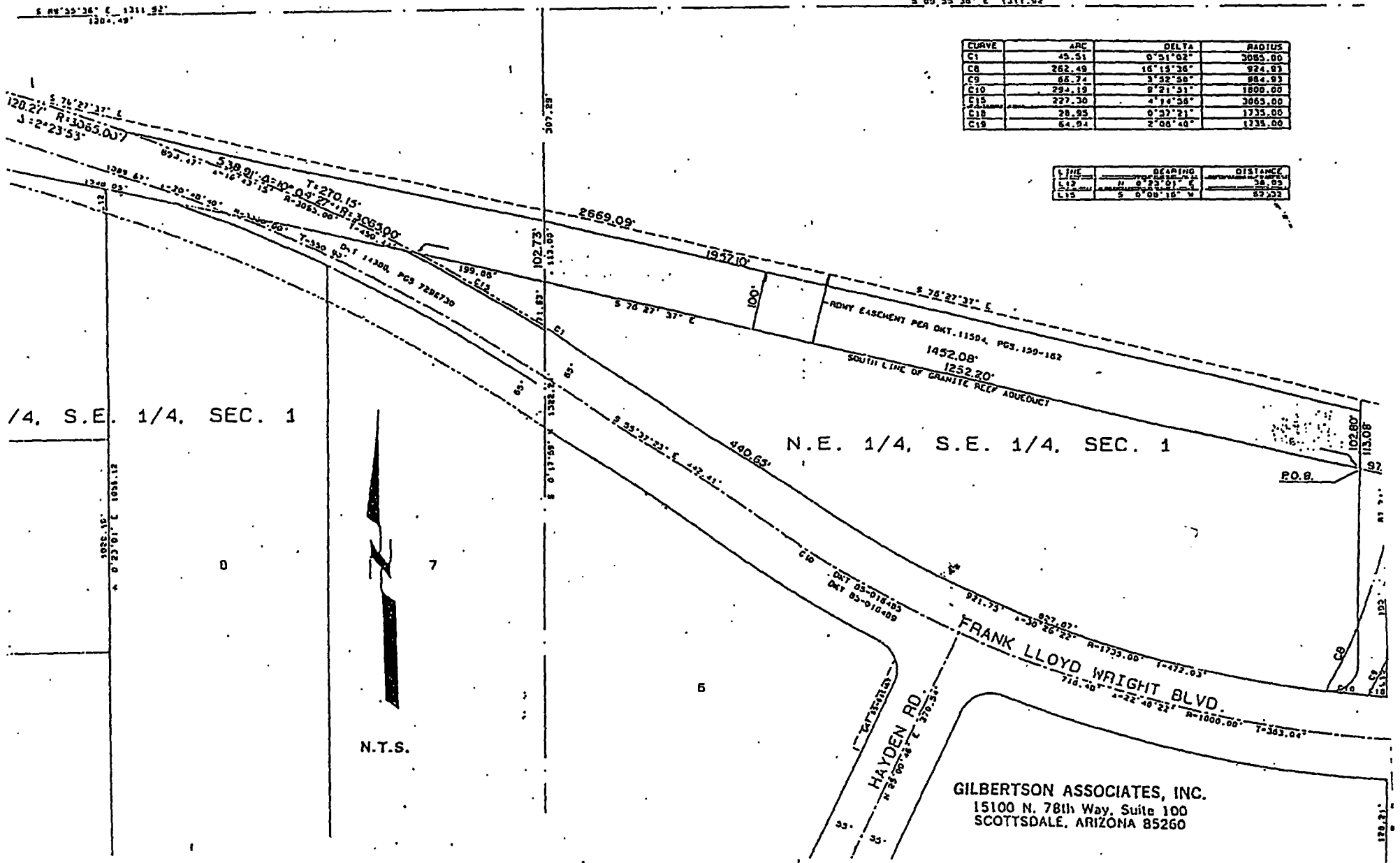
1/4, S.E. 1/4, SEC. 1

N.E. 1/4, S.E. 1/4, SEC. 1



N.T.S.

GILBERTSON ASSOCIATES, INC.
15100 N. 78th Way, Suite 100
SCOTTSDALE, ARIZONA 85260



RESOLUTION NO. 5370

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 7 TO THE COST-SHARING AND LAND USE AGREEMENT BETWEEN THE UNITED STATES AND THE CITY.

WHEREAS, the United States, acting through the Bureau of Reclamation, and the City entered into a Cost-Sharing and Land Use Agreement dated July 29, 1982, to develop public recreational use, on a portion of the Paradise Valley Flood Detention Basin; and

WHEREAS, Article 17 of the Agreement permits amendments to the Agreement at any time; and

WHEREAS, the United States and the City desire to include within the scope of the Agreement an additional 3.82 acre parcel of land located south of the Central Arizona Project Canal at the southwest corner of Pima Road and the Canal; and

WHEREAS, inclusion of the subject parcel will allow it to be used as a public access point to the multi-purpose trail along the Central Arizona Project dike.

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

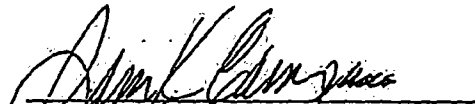
Section 1. Sam Kathryn Campana, Mayor, is hereby authorized to execute, on behalf of the City of Scottsdale, Amendment No. 7 to the Cost-Sharing and Land Use Agreement between the United States and the City, Contract No. 2-07-32-L0793.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 7th day of September, 1999.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:


Sonia Robertson, City Clerk


Sam Kathryn Campana, Mayor

APPROVED AS TO FORM:


Fredda J. Bisman, City Attorney



United States Department of the Interior

BUREAU OF RECLAMATION

Phoenix Area Office

PO Box 81169

Phoenix, Arizona 85069-1169

IN REPLY REFER TO:
PXAO-7000
LND-8.00

SEP 25 2000

Mr. Tom Beat
Contract Officer
City of Scottsdale
16601 North Pima Road
Scottsdale, Arizona 85260

Subject: Amendment No. 8, Contract No. 2-07-32-L0793 (Amendment) - WestWorld
Trailhead Project - Hayden-Rhodes Aqueduct - Central Arizona Project

Dear Mr. Beat:

Enclosed please find a fully executed copy, for your records, of the subject Amendment between the city of Scottsdale and Reclamation. An agreed-upon schedule will need to be completed prior to the city of Scottsdale submitting any billings to Reclamation. If you have any questions, please contact Mr. Richard Mellegard, of this office, at 602-216-3848.

Sincerely,

Carol Lynn Erwin
Area Manager

Enclosure

Agreement No. 2-07-32-LO793
Amendment No. 8

AMENDMENT TO COST-SHARING AND
LAND USE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA AND
THE CITY OF SCOTTSDALE, ARIZONA

WHEREAS, the United States of America, acting through the Bureau of Reclamation (Reclamation) and the city of Scottsdale, Arizona (City), entered into a Cost Sharing and Land Use Agreement (Agreement) on July 29, 1982, to develop public recreational use on a portion of the Paradise Valley Flood Detention Basin;


and

WHEREAS, Article 17 of the Agreement permits Amendment to the Agreement at any time.

NOW THEREFORE, it is agreed that:

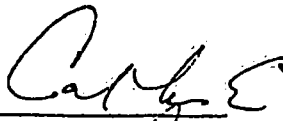
Reclamation will provide up to \$175,000 cost sharing with the City for the design and construction of a public trailhead located at WestWorld. Reclamation will pay 50 percent, up to \$175,000, of approved separable costs associated with this project. The estimated total cost for this project, as submitted, is \$600,000 for the relocation of the existing livery operation at WestWorld, two arenas, a club house and associated parking facilities. Prior to any portions of this project being constructed, which will be cost shared by Reclamation, the City must receive Reclamation approval. The City will submit billings to Reclamation as identified in the Agreement and will provide the necessary operation and maintenance of the constructed facilities as identified in the Agreement. The project's estimated schedule shows this project extending into future years. Future cost-sharing funds are not guaranteed and will depend on the availability of Federal funding.

This Amendment does not modify any of the terms, conditions and requirements of the Agreement.



City of Scottsdale
Maricopa County
State of Arizona

9-18-00
Date



Area Manager
Phoenix Area Office
Bureau of Reclamation
U.S. Department of the
Interior

9/22/00
Date

RESOLUTION NO. 5632

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AMENDMENT NO. 8 TO THE COST SHARING AND RECREATIONAL LAND USE AGREEMENT WITH THE UNITED STATES BUREAU OF RECLAMATION, CONTRACT NO. 880052, TO ALLOW THE CITY OF SCOTTSDALE TO ACCEPT \$175,000.00 FROM THE BUREAU OF RECLAMATION TO CONSTRUCT A NEW PUBLIC TRAILHEAD AT WESTWORLD

WHEREAS, on July 29, 1982 the City of Scottsdale entered into a Cost-Sharing and Recreational Land Use Agreement to develop public recreational use on a portion of the Paradise Valley Flood Retention Basin; and

WHEREAS, In January 1997, the City of Scottsdale assumed management of the WestWorld facility and developed a Business Plan which called for the development of a new recreational trailhead facility at WestWorld; and

WHEREAS, In order to supplement construction costs of the WestWorld trailhead, cost share funding was requested from the Bureau of Reclamation by the City of Scottsdale; and


WHEREAS, The Bureau of Reclamation has identified and allocated \$175,000 toward the construction of the trailhead,

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

Section 1. The Mayor is hereby authorized, on behalf of the City of Scottsdale, to execute Amendment No. 8 to the Cost-Sharing and Recreational Land Use Agreement Contract No. 880052, and any other documents necessary to complete this agreement.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 15th day of November, 1999.

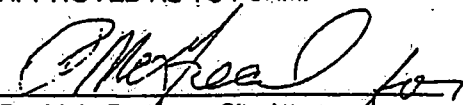
CITY OF SCOTTSDALE, an
Arizona municipal corporation


Mary Manross, Mayor

ATTEST:


Sonia Robertson, City Clerk

APPROVED AS TO FORM:


David A. Pernartz, City Attorney



United States Department of the Interior

BUREAU OF RECLAMATION

Phoenix Area Office

PO Box 81169

Phoenix, Arizona 85069-1169

IN REPLY REFER TO:

PXAO-4000 LND-8.00

1000489 31798

JUN 5 2001

Mr. Tom Beat
Contract Officer
City of Scottsdale - WestWorld
3939 Drinkwater Boulevard, WW-102
Scottsdale, Arizona 85251

Subject: WestWorld Contract No. 2-07-32-L0793 Amendment No. 9 -
Hayden-Rhodes Aqueduct, Reach 11 - Central Arizona Project

Dear Mr. Beat:

Enclosed please find a fully-executed copy, for your records, of the subject Amendment to Contract No. 2-07-32-L0793 between the city of Scottsdale and Reclamation.

If you have any questions, please contact Mr. Rick Mellegard of this office at 602-216-3848.

Sincerely,

Peter O. Castaneda
Chief, Water and Lands Division

Enclosure

AMENDMENT TO COST-SHARING AND
LAND USE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA AND
THE CITY OF SCOTTSDALE, ARIZONA

WHEREAS, the United States of America, acting through the Bureau of Reclamation (Reclamation) and the city of Scottsdale, Arizona (City), entered into a Cost-Sharing and Land Use Agreement (Agreement) on July 29, 1982, to develop public recreational use on a portion of the Paradise Valley Flood Detention Basin;

and

WHEREAS, Article 17 of the Agreement permits Amendment to the Agreement at any time.

NOW THEREFORE, it is agreed that:

Reclamation will provide up to \$130,000 cost sharing with the City for the acquisition, moving, planting, and irrigation of desert plant material at the Tournament Player's Club (TPC) Desert Golf Course, the Sanctuary Golf Course, and the WestWorld facility area. This plant material will consist of 400 trees, of which 50 trees will be planted on the Desert Golf Course of the TPC, 274 trees will be planted on the Sanctuary Golf Course of which 160 of those trees will be planted in basins and drainage areas and 114 will be planted along the paths and trails to provide shade and delineation.

Reclamation's costs will not exceed \$130,000, for cost sharing of approved separable costs associated with this project. The estimated total cost for this project, as submitted, is \$295,000 for the acquisition, moving, planting, and irrigation of desert plant material as stated above. Prior to any portions of this project being constructed, which will be cost shared by Reclamation, the City must receive Reclamation approval. The City will submit billings to Reclamation as identified in the Agreement and will provide the necessary operation and maintenance of the constructed facilities as identified in the Agreement. The project's estimated schedule shows this project being completed this year.

This Amendment does not modify any of the terms, conditions, and requirements of the Agreement.

Mary Mansoor

Mayor, City of Scottsdale
Maricopa County
State of Arizona

C. [Signature]

Area Manager
Phoenix Area Office
Bureau of Reclamation
U.S. Department of the Interior

5-16-01

Date

6/5/01

Date

RESOLUTION NO. 5793

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT NO. 2001-076-COS, RELATING TO COST SHARE FUNDING WITH THE BUREAU OF RECLAMATION FOR THE TRANSPLANTATION OF TREES AND DESERT CACTUS PLANTS.

WHEREAS, on July 29, 1982, the Bureau of Reclamation and the City of Scottsdale entered into a Cost Sharing & Recreational Land Use Agreement to develop public recreational uses on a portion of the Paradise Valley Flood Retention Basin known as "Reach 11;" and

WHEREAS, the Bureau of Reclamation, as owners of the Reach 11 property, have historically participated in cost share funding opportunities where public recreation facilities could be improved with enhanced landscaping; and

WHEREAS, the City has available to it a large number of boxed trees and desert cactus plants for use on appropriate projects; and

WHEREAS, the Bureau of Reclamation and City of Scottsdale are able to use approximately 400 trees and 1,000 desert cactus plants from the salvaged material; and

WHEREAS, the City submitted a request for Bureau of Reclamation cost share funding, which outlined several uses for the salvaged material, including the multi-use public trails through the Sanctuary Golf Course and TPC Desert Course, and continued enhancement of the Wetlands Project and the Audubon International Wildlife Sanctuary Program; and

WHEREAS, maintenance of the trees and plant material and upkeep and repair of the irrigation system will be the responsibility of the management companies at the Sanctuary Golf Course and TPC Desert Course; and

WHEREAS, the City desires to accept \$130,000 in cost share funding from the Bureau of Reclamation.

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

Section 1. Mary Manross, Mayor, is hereby authorized and directed to execute, on behalf of the

City of Scottsdale, Agreement No. 2001-076-COS, a cost share funding agreement with the Bureau of Reclamation for the transplantation of trees and desert cactus plants.

PASSED, ADOPTED AND APPROVED by the Council of the City of Scottsdale this 14th day of May, 2001. *BTR*

ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation

Sonia Robertson

Sonia Robertson, City Clerk

Mary Manross

Mary Manross, Mayor

APPROVED AS TO FORM:

David A. Pennartz

David A. Pennartz, City Attorney

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20040592520 05/26/2004 16:13
Electronic Recording
10739-5-1-1--

RETURN TO:

()
ONE STOP SHOP
CITY OF SCOTTSDALE
7447 East Indian School Rd.. Suite 100
Scottsdale, Arizona 85251

CAPTION HEADINGS:

**TENTH AMENDMENT TO RECREATIONAL LAND USE AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF
SCOTTSDALE, ARIZONA**

**DO NOT REMOVE
THIS IS PART OF AN OFFICIAL DOCUMENT**

**TENTH AMENDMENT TO RECREATIONAL
LAND USE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA AND
THE CITY OF SCOTTSDALE, ARIZONA**

This Tenth Amendment to Recreational Land Use Agreement Between the United States of America and the City of Scottsdale, Arizona (the "Amendment") is made and entered into this 28th day of April 2004, by and between the City of Scottsdale an Arizona municipal corporation ("City") and the United States of America ("Government"), acting through the Bureau of Bureau ("Bureau"), collectively referred to as the "Parties".

RECITALS

- A. City and Government are parties to a certain Recreational Land Use Agreement (the "Agreement") dated July 29, 1982.
- B. The Agreement permits the City to use a portion of the Paradise Valley Flood Detention Basin of the Central Arizona Project in City of Scottsdale, Maricopa County, Arizona for developing the recreational resource of the Scottsdale Horseman's Park ("WestWorld").
- C. The Agreement has previously been amended a number of times since its initial execution as follows:

<u>DOCUMENT</u>	<u>DATE</u>
Original Agreement	July 29, 1982
Amendment No. 1	March 14, 1984
Amendment No. 2	February 21, 1985
Amendment No. 3	March 17, 1986
Amendment No. 4	September 9, 1987
Amendment No. 5	November 11, 1998
Amendment No. 6	Approximately January 1, 1999
Amendment No. 7	September 14, 1999
Amendment No. 8	September 22, 2000
Amendment No. 9	June 5, 2001

- D. Article 17 of the Agreement permits amendments to the Agreement at any time.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other goods and valuable consideration received, the Parties agree as follows:

TERMS

1. The recitals which appear above are incorporated into this Amendment.
2. Unless otherwise expressly provided in this Amendment, all terms, conditions and definitions ascribed to words in the Agreement shall apply to this Amendment, which is hereby incorporated into the Agreement by this reference.
3. Now, THEREFORE, it is agreed that the Agreement is amended as follows:

ARTICLE 4 – FEES AND CHARGES.

4. The following paragraphs, "c" and "d" are added to the bottom of Article 4 - FEES AND CHARGES:
 - c. The City may add new fees or increase any one or more individual fees up to five percent (5%) above the prior fee amount at any time after the prior fee amount has been in effect for twelve (12) months, subject to the following:
 1. Such increases do not require the Bureau's approval. After proposing an increase, the City will establish the date the new fee amount will be effective, and shall notify the Bureau, within 15 working days after the City's approval of the fee adjustment. In no instance shall there be less than 15 days between the City's notification to Bureau and the effective date of the new fee amount.
 2. The effective date of any new fee amount shall establish the start date for a new twelve-month period.
 3. If for any reason the Bureau should not concur with the City's fee(s) increase, Bureau shall notify the City within fifteen (15) days of notification, and request reconsideration of the proposed increase. Such conflicts will be negotiated between the City and Bureau.
 4. The first date that the City can authorize, without Bureau's approval, up to a 5% increase, to the current approved Fee Schedule, is January 1, 2004. Bureau agrees that the period before the next authorized fee increase, in this instance only, shall be shortened to six (6) months. Based on this, the City may authorize up to a five (5%) increase no sooner than six (6) months after the January 1, 2004 increase.
 5. All increases after this six (6) month period shall require the twelve (12) month period identified in this policy to be authorized by the City without Bureau approval.

- d. In addition, the City may implement per ticket user fee surcharge on all events that impose an entrance fee at the WestWorld facilities. The surcharge would be assessed to each ticket based on the ticket price. Tickets with a price of up to \$19.99 would have a \$.50 surcharge per ticket. Tickets with a price greater than or equal to \$20 would have a \$1.00 per ticket surcharge. Surcharge proceeds shall be maintained by the City in the designated fund account established in amendment No. 5 to this agreement, which is referred to as the Basin Management Fund.

IN WITNESS WHEREOF, the Parties hereto have caused to be affixed the signatures of their respective authorized officials on the date first above written.

Approved as to Legal Form
And Sufficiency:

By: [Signature]
for Field Solicitor

[Signature]
Carol Lynn Erwin
Area Manager
Phoenix Area office
Lower Colorado Region
Bureau of Bureau
U.S. Department of the Interior

ATTEST:

[Signature]
City Clerk

CITY OF SCOTTSDALE, an
Arizona Municipal Corporation

[Signature]
Mayor

Approved as to Legal Form
And Sufficiency:

[Signature]
City Attorney

RESOLUTION NO. 6491

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 10 TO THE COST SHARING AND RECREATIONAL LAND USE AGREEMENT WITH THE UNITED STATES BUREAU OF RECLAMATION, CONTRACT NO. 880052A, TO ALLOW THE CITY TO INCREASE WESTWORLD RATES AND FEES ANNUALLY UP TO FIVE PERCENT (5%) FROM THE APPROVED FEE SCHEDULE AND TO ALLOW THE CITY TO IMPLEMENT PER TICKET USER FEE SURCHARGE ON ALL EVENTS THAT IMPOSE AN ENTRANCE FEE AT THE WESTWORLD FACILITIES.

WHEREAS, on July 29, 1982 the City of Scottsdale entered into a Cost-Sharing and Recreational Land Use Agreement to develop public recreational use on a portion of the Paradise Valley Retention Basin; and

WHEREAS, this Agreement requires any adjustments to WestWorld Rates and Fees receive prior approval from the Bureau of Reclamation; and

WHEREAS, article 17 of this Agreement permits amendments to the Agreement at any time; and

WHEREAS, both parties anticipate the need to adjust WestWorld rates and fees annually to address market changes and inflation;

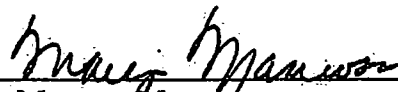
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, that Mary Manross, Mayor, is authorized to execute Amendment 10 to Agreement No. 880052A (BOR Contract No. 2-07-32-L0793) permitting the City to increase rates and fees at WestWorld, up to 5% per year and allowing the city to implement a per ticket user fee surcharge on all events that impose an entrance fee at the WestWorld facilities.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 17th day of May, 2004.

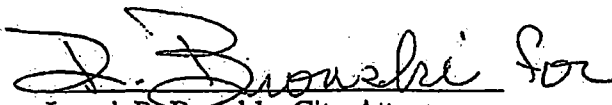
ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation


Carolyn Jagger, City Clerk


Mary Manross, Mayor

APPROVED AS TO FORM:


Joseph R. Bertoldo, City Attorney

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20071285665,12/06/2007 11:40
Electronic Recording
17564-4-1-1--N

CITY OF SCOTTSDALE
INTERGOVERNMENTAL AGREEMENT
WITH BUREAU OF RECLAMATION
FOR
RECREATIONAL LAND USE

BOR Contract No. 2-07-32-L0793

City of Scottsdale Contract No. 1988-052-COS-A11

**ELEVENTH AMENDMENT TO RECREATIONAL
LAND USE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA AND
THE CITY OF SCOTTSDALE, ARIZONA**

ENR
This Ninth Amendment to Recreational Land Use Agreement Between the United States of America and the City of Scottsdale, Arizona (the "Amendment") is made and entered into this 6th day of November, 2007, by and between the City of Scottsdale, an Arizona municipal corporation ("City"), and the United States of America, acting through the Bureau of Reclamation ("Reclamation"), collectively referred to as the "Parties".

RECITALS

- A. City and Reclamation are parties to a certain Recreational Land Use Agreement (the "Agreement") (BOR Contract No. 2-07-32-L0793, City of Scottsdale Contract No. 1988-052-COS) dated June 10, 1985.
- B. The Agreement permits City to use a portion of the Paradise Valley Flood Detention Basin of the Central Arizona Project in the City of Scottsdale, Maricopa County, Arizona, for the construction and operation of the Scottsdale Horsemen's Park ("WestWorld").
- C. Article 17 of the Agreement permits amendments to the Agreement at any time.
- D. The Agreement has previously been amended a number of times since its initial execution, as follows:

<u>DOCUMENT</u>	<u>DATE</u>
Original Agreement	July 29, 1982
Amendment No. 1	March 14, 1984
Amendment No. 2	February 21, 1985
Amendment No. 3	March 17, 1986
Amendment No. 4	September 9, 1987
Amendment No. 5	November 3, 1998
Amendment No. 6	September 14, 1999
Amendment No. 7	September 14, 1999
Amendment No. 8	September 22, 2000
Amendment No. 9	June 5, 2001
Amendment No. 10	April 28, 2004

- E. Amendment No. 5, among other things, added Article 18 to the Agreement, to provide for the payment of certain administrative fees by City to Reclamation.
- F. The Parties desire to increase the administrative fees payable by City to Reclamation.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration received, the Parties agree as follows:

TERMS

1. The recitals that appear above are incorporated into this Amendment.
2. Article 18 of the Agreement is hereby amended and restated in its entirety as follows:

ARTICLE 18: Administrative fees

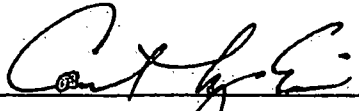
As and for consideration for Reclamation's costs in the effective administration of this Agreement, City agrees to pay to Reclamation the sum of one hundred thousand dollars (\$100,000) each fiscal year. The first payment shall be for the fiscal year 2008/2009 and shall be due on December 31, 2007. The payment for each fiscal year thereafter shall include a five percent (5%) increase for escalation of costs. The payment for each fiscal year shall be due not later than each succeeding 31st day of December. Basin Management Fees may not be used for payment of administrative costs required by this article.

3. All terms and conditions in the Agreement shall apply to this Amendment.
4. Except as modified by this Amendment, the Agreement remains in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused to be affixed the signatures of their respective authorized officials as of the date first above written.

United States of America, by and through the
Bureau of Reclamation

By 
Its Area Manager


Approved as to legal form and sufficiency:

Field Solicitor, Phoenix

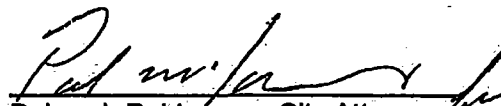
City of Scottsdale, an Arizona
municipal corporation


Mary Manross, Mayor

ATTEST:


Carolyn Jagger, City Clerk

In accordance with A.R.S. § 11-952, the undersigned, as legal counsel for the City of Scottsdale, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the City.


Deborah Robberson, City Attorney

COPY

RESOLUTION NO. 7376

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO TWO RECREATIONAL LAND USE AGREEMENTS BETWEEN THE UNITED STATES OF AMERICA AND THE CITY.

WHEREAS, on July 29, 1982, the United States of America, acting through the Bureau of Reclamation ("Reclamation"), and the City of Scottsdale ("City") entered into a recreational land use agreement ("WestWorld Agreement") (City Contract No. 1988-052-COS), which permitted City to use a portion of the Paradise Valley Flood Detention Basin of the Central Arizona Project in Maricopa County, City of Scottsdale, Arizona, for the construction and operation of the Scottsdale Horsemen's Park ("WestWorld"); and

WHEREAS, on June 10, 1985, Reclamation and City entered into a recreational land use agreement ("TPC Agreement") (City Contract No. 1986-299-COS), which permitted City to use a portion of the Paradise Valley Flood Detention Basin of the Central Arizona Project in Maricopa County, City of Scottsdale, Arizona, for the construction and operation of the Scottsdale Golf Complex; and

WHEREAS, Article 17 the WestWorld Agreement permits amendments to that Agreement at any time; and

WHEREAS, Article 18 of the TPC Agreement permits amendments to that Agreement at any time; and

WHEREAS, both the WestWorld Agreement and the TPC Agreement have been amended several times; and

WHEREAS, Reclamation and City desire to execute Amendment No. 11 to the WestWorld Agreement and Amendment No. 9 to the TPC Agreement, which will modify the annual administrative fees payable by City to Reclamation for Reclamation's costs in administering the Agreements;

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

Section 1. Mary Manross, Mayor, is hereby authorized and directed to execute, on behalf of the City of Scottsdale, the Eleventh Amendment to Recreational Land Use Agreement between the United States of America and the City of Scottsdale, Bureau of Reclamation Contract No. 5-07-30-L0213, City of Scottsdale Contract No. 1988-052-COS-A11.

Resolution 7376
Page 2 of 2


Section 2. Mary Manross, Mayor, is hereby authorized and directed to execute, on behalf of the City of Scottsdale, the Ninth Amendment to Recreational Land Use Agreement between the United States of America and the City of Scottsdale, Bureau of Reclamation Contract No. 2-07-32-L0793, City of Scottsdale Contract No. 1986-299-COS-A9.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 6th day of November, 2007.

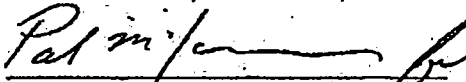
CITY OF SCOTTSDALE, an
Arizona municipal corporation


Mary Manross, Mayor

ATTEST:


Carolyn Jagger, City Clerk

APPROVED AS TO FORM:


Deborah W. Robberson, City Attorney

PXAO-7000
LND-8.00

NOV 20 2007

Mr. Tom Beat
Special Projects/Contracts Manager
City of Scottsdale
7340 Scottsdale Mall
Scottsdale, AZ 85251

Subject: Amendments No. 9 and 11 to Recreational Land Use Agreement No. 5-07-30-L0213
and Agreement No. 2-07-32-L0793 - Hayden-Rhodes Aqueduct, Reach 11 - Central
Arizona Project

Dear Mr. Beat:

Enclosed, for your records, are fully executed originals of Amendment No. 9 to Recreational
Land Use Agreement No. 5-07-30-L0213 and Amendment No. 11 to Agreement No. 2-07-32-
L0793. These Amendments will increase the required administrative fee for Reclamation's costs
associated with the subject Agreements.

If you have any questions, please contact Mr. Richard Mellegard at 623-773-6275.

Sincerely,
CAROL LYNN ERWIN

Carol Lynn Erwin
Area Manager

Enclosures - 2 in Duplicate

WBR:7000/RMellegard:cmadler:11-19-07:623-773-6275
M:/cmadler/word/7000/rick/TPC & WW Executed Amends 9 & 11.doc:Chrono 7000
CA: V40-1225-5301-300-01-6-0 CV478

**TWELFTH AMENDMENT TO RECREATIONAL
LAND USE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA AND
THE CITY OF SCOTTSDALE, ARIZONA**

This Twelfth Amendment entered this 7th day of July 2010 to Recreational Land Use Agreement Between the United States of America and the City of Scottsdale, Arizona, (the "Amendment") is made and entered into the 7th day of July 2010 by and between the City of Scottsdale, an Arizona municipal corporation ("City") and the United States, acting through the Bureau of Reclamation ("Reclamation"), collectively referred to as the "Parties".

RECITALS

- A. City and Reclamation are parties to a certain Recreational Land Use Agreement (the "Agreement") (BOR Contract No. 2-07-32-L0793, City of Scottsdale Contract No. 1988-052-COS) dated July 29, 1982.
- B. The Agreement permits City to use a portion of the Paradise Valley Flood Detention Basin of the Central Arizona Project in the City of Scottsdale, Maricopa County, Arizona for the construction of the Scottsdale Horsemen's Park (WestWorld).
- C. Article 17 of the Agreement permits amendments to the Agreement at any time.
- D. The Agreement has previously been amended a number of times since its initial execution, as follows;

<u>DOCUMENT</u>	<u>DATE</u>
Original Agreement	July 29, 1982
Amendment No. 1	March 14, 1984
Amendment No. 2	February 21, 1985
Amendment No. 3	March 17, 1986
Amendment No. 4	September 9, 1987
Amendment No. 5	November 3, 1998
Amendment No. 6	September 14, 1999
Amendment No. 7	September 14, 1999
Amendment No. 8	September 22, 2000
Amendment No. 9	June 5, 2001
Amendment No. 10	April 28, 2004
Amendment No. 11	November 6, 2007

E. The Parties desire to remove from the Agreement a 3.8 parcel of real estate known as the "Treacre Parcel", which was added to the Agreement by Amendment No. 7, September 14, 1999.

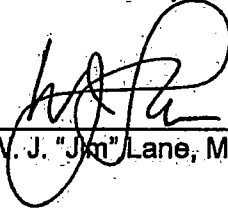
NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration received, the Parties agree as follows;

TERMS

1. The recitals that appear above are incorporated into this Amendment.
2. It is agreed that the Agreement is amended to exclude the 3.8 acre parcel known as the, "Treacre Parcel". The description of this parcel as identified in Exhibits "A" and "B" attached to this Amendment.
3. All terms and conditions in the Agreement shall apply to this Amendment.
4. Except as modified by the Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused to be affixed the signatures of their respective authorized officials as of the date first above written.

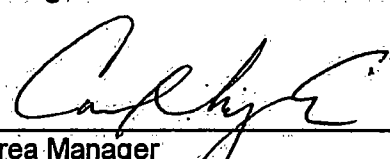
CITY OF SCOTTSDALE, an
Arizona municipal corporation



W. J. "Jim" Lane, Mayor

7-15-10
Date

UNITED STATES OF AMERICA, by and
through the Bureau of Reclamation



Area Manager
Phoenix Area Office
Bureau of Reclamation
U.S. Dept. of the Interior


ATTEST:



Carolyn Jagger, City Clerk

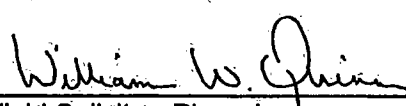
7/19/2010
Date

APPROVED AS TO FORM:
Office of the City Attorney



Bruce E. Washburn, City Attorney

Approved as to legal form and sufficiency:



Field Solicitor, Phoenix

PROPERTY DESCRIPTION

That part of the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 1, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter of the Southeast Quarter of Section 1;
thence South 00 degrees 08 minutes 16 seconds West along the East line of said Northeast Quarter a distance of 734.65 feet to the South line of the Granite Reef Aqueduct Right of Way;
thence North 76 degrees 27 minutes 37 seconds West (North 76 degrees 03 minutes 03 seconds West, of record based on Arizona State Plane Coordinates, Central Zone) along said South line a distance of 97.86 feet to the West line of the East 95.00 feet of said Northeast Quarter and the POINT OF BEGINNING;

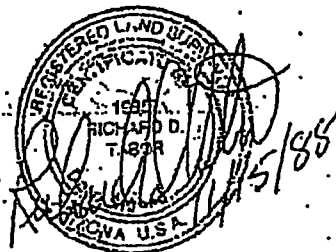
thence continuing North 76 degrees 27 minutes 37 seconds West (North 76 degrees 03 minutes 03 seconds West, of record based on Arizona State Plane Coordinates, Central Zone) along said South line a distance of 1452.08 feet to a point of non-tangent curvature from which the radius point bears South 29 degrees 17 minutes 04 seconds West a distance of 3065.00 feet;

thence northwesterly along the arc of said curve through a central angle of 10 degrees 04 minutes 27 seconds a distance of 538.91 feet to the North line of the South 100.00 feet of a 110.00 feet wide easement for roadway purposes recorded in Docket 11594, Pages 159 through 162 Records of Maricopa County;

thence South 76 degrees 27 minutes 37 seconds East (South 76 degrees 03 minutes 03 seconds East, of record based on Arizona State Plane Coordinates, Central Zone) along said North line a distance of 1957.10 feet to the West line of the East 95.00 feet of said Northeast Quarter;

thence South 00 degrees 08 minutes 16 seconds West along said West line a distance of 102.80 feet to the POINT OF BEGINNING.

Containing 186,210 square feet or 3.815659 acres more or less.



RESOLUTION NO. 8293

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 12 TO THE RECREATIONAL LAND USE AGREEMENT BETWEEN THE UNITED STATES AND THE CITY.

WHEREAS, the United States, acting through the Bureau of Reclamation, and the City entered into a Land Use Agreement dated July 29, 1982 to develop public recreational use, on a portion of the Paradise Valley Flood Detention Basin; and

WHEREAS, Article 17 of the Agreement permits amendments to the Agreement at any time; and

WHEREAS, the United States and the City by Amendment #7 on September 14, 1999 added a 3.8 parcel of land located south of the Central Arizona Project Canal at the southwest corner of Pima Road and the Canal known as the "Treacre Parcel". The Canal is referred to as the Granite Reef Aqueduct; and

WHEREAS, the City and Government desire to have this same parcel of real estate removed from the Agreement;

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

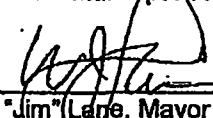
Section 1. Mayor, W.J. "Jim" Lane, Mayor, is hereby authorized to execute, on behalf of the City of Scottsdale, Amendment No. 12 to the Land Use Agreement between the United States and the City, Contract No. 1988-052-COS and United States Contract No. 2-07-32-L0793

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 7 day of July, 2010.


ATTEST:


Carolyn Jagger, City Clerk

CITY OF SCOTTSDALE
An Arizona municipal corporation


W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:
Office of the City Attorney


Bruce Washburn, City Attorney
Joe Padilla, Assistant City Attorney



United States Department of the Interior



BUREAU OF RECLAMATION

Phoenix Area Office
6150 West Thunderbird Road
Glendale, Arizona 85306-4001

AUG 19 2010

IN REPLY REFER TO:
PXAO-4000
LND-6.00

Mr. David V. Modeer
General Manager
Central Arizona Water
Conservation District
Attention: Mr. Thomas Fitzgerald
P.O. Box 43020
Phoenix, AZ 85080-3020

Subject: Release of Treacre Parcel - Twelfth Amendment to Recreational Land Use Agreement
Between the United States of America and the City of Scottsdale, Arizona (Scottsdale)
(Agreement)

Dear Mr. Modeer:

Enclosed please find the fully executed original subject Agreement.

This document will effectively remove the referenced parcel from the Agreement which was entered into by the United States and Scottsdale dated July 29, 1982; further referenced as BOR Contract No. 2-07-32-L0793 and Scottsdale Contract No. 1988-052-COS.

Please feel free to contact Mr. Steven W. Bott, of my staff, at 623-773-6233 if you require any additional information regarding this matter.

Sincerely,

Peter O. Castaneda
ACTING Chief, Water and Lands Division

Enclosure

WestWorld Chronology

By Joan Fudala, community historian

To call the history of Scottsdale's WestWorld "event-ful" is not only a pun, but an understatement. For 35 years it's been the place for an eclectic mix of signature and special events, has attracted tens of thousands of participants and has contributed millions to the local economy. But what's the back story?

- 1888 Founded as a farming and ranching community, Scottsdale had always had a strong horse culture. As ranches made way for development, the City of Scottsdale recognized the need for a park where horse-lovers could ride their steeds.
- 1890s The Verde Canal was built but never used to bring water to the "Paradise Valley" from the Verde River. Part of the canal's berm are adjacent to WestWorld and the McDowell Mountain Golf Course.
- 1963 On March 4, Scottsdale annexed land which included the area that WestWorld would eventually occupy.
- 1968 On Sept. 30, the U.S. Congress passed Public Law 537 authorizing the Central Arizona Project to acquire the Paradise Valley Flood Retention Basin as a part of the project. The Management Plan developed to oversee the CAP established a public recreational use for land making up the detention basins acquired to protect the CAP from flooding.
- 1972 Initially called Desert Park, then renamed Cholla Park, was dedicated January 10, 1972 on 28 acres on Hayden Road at the north end of the Scottsdale Airport runway. Designed as an equestrian park, it also included a facility where craft classes were held. The Scottsdale Saddle Club and Mayor Bill Jenkins dedicated a horse arena at Cholla Park in April 1975, the group and others held numerous horse events there. Within 10 years, the park closed to make way for a runway extension, and the city sought a new equestrian park venue.
- 1980 With the imminent closure of Cholla Park due to Scottsdale Airport runway extension, the City identified a new location for a equestrian park just north of the Central Arizona Project canal then under construction. It would be the first recreation area to be part of the CAP's Reach 11 master plan, according to then City of Scottsdale Recreation Director Bob Frost in a January 7, 1981 *Arizona Republic* article. He indicated that the U.S. Department of the Interior's Water and Power Resources Service might provide funds to help pay for improvements to the new park.
- 1981 According to the April 15, 1981 *Arizona Republic*, "Alamos Associates, developer of the Alamos Resort [renamed Cottonwoods] on North Scottsdale Road, has donated two buildings to the New Cholla Park at Bell and Pima roads. The 30-

by-80 concrete-block duplexes, worth about \$150,000, were built in the 1960s and reportedly are in good condition. They will be moved to the park, just north of the Granite Reef Aqueduct [CAP canal, then under construction], and will be used for office space, meeting rooms, storage and groundskeepers' quarters.¹

- 1981 In June, the Scottsdale City Council approved a master plan to develop "The New Cholla Park," planned as a 132-acre equestrian park located north of the Central Arizona Project canal at Pima Road. According to the July 1 *Arizona Republic*, architects from Gary Panks and Associates was developing the design of the park. The first phase of the park was to include a horse arena, parking lot, restrooms and quarters for the park manager.²
- 1982 The City of Scottsdale entered a long-term Cost Sharing and Land Use agreement with the Bureau of Reclamation to operate and develop the initial 132 acres of Bureau property north of the Central Arizona Canal and at the base of the McDowell Mountains for development as a park.
- 1982 In March, the Scottsdale City Council voted to name the "new Cholla Park" Horseman's Park.
- 1982 The City held a groundbreaking for Horseman's Park on November 3, 1982, with the Scottsdale Saddle Club Drill Team performing and the Sheriff's Mounted Posse in attendance. The original size of the park was 132 acres.
- 1984 City officials, in concert with the local equine industry, began to make plans for a greatly expanded Horseman's Park that could accommodate major equestrian events as well as serve local horse owners. The City had applied for 200 more acres adjacent to the park from the U.S. Bureau of Reclamation in order to expand. According to the July 4, 1984 *Arizona Republic*, "The city has surveyed 19 area organizations to find out their needs and what 'ultimate' and 'basic' facilities would include.' At the time the park had "a 60-by-200-foot dressage arena which was donated by the Arizona Dressage Association" as well as one lighted outdoor event arena, a small building with a meeting room, kitchen and bathrooms and a caretaker's residence and parking. Scottsdale Councilman Rene Wendell championed expansion of Horseman's Park.
- 1985 The City assumed oversight of the remaining 224 acres in the CAP basin, thus bringing the total site acreage of Horseman's Park to 356, stretching from Pima Road east to 108th Street. Construction began on two arenas, lights, entry road, polo field, permanent horse stalls, recreation vehicle hook-ups and more parking. The two other buildings moved to the site were to be used as administration and business show offices. The Silverman family – the owners of a resort on Scottsdale Road – donated their house to the city, which was moved to WestWorld and served as park offices. B. Monte Morgan also donated a 3,000-square-foot house to the park, which was moved from its location at Cattle Track.

During construction, about 100 native trees were relocated – a requirement of developers to preserve and relocate various desert trees and plants

- 1985 Phase One of the Central Arizona Project canal was completed, with Scottsdale as one of the municipalities to use its water. The CAP canal and its berm formed the southern border of Horseman's Park/WestWorld.
- 1985 The Scottsdale Police Department added a Mounted Unit, with horses and officers operating out of Horseman's Park but serving the entire city. In October 1985 Mayor Herb Drinkwater dedicated a six-stall, \$33,000 stable at Horseman's Park for the SPD Mounted Patrol Unit.
- 1985 The finish line for the Women's Division of the Dec. 8 Fiesta Bowl Marathon was Horseman's Park.
- 1985 Horseman's Park began to host events throughout 1985-86 on its 356-acre site, and initially featured an open-air arena, several smaller open arenas, stables, recreational vehicle hookups and a large polo field that served as a parking lot as well as a flood control basin. Address of the park was established as 16601 North Pima Road.
- 198_ Scottsdale contracted with K-Lin to operate Horseman's Park. K-Lin, with Howard Keim as principal, made many improvements to the facilities.
- 1986 A business plan for Horseman's Park identified need for improvements at the park.
- 1987 K-Lin Corporation, with the City of Scottsdale and Bureau of Reclamation approval, built the covered Equidome Arena.
- 1987 The City of Scottsdale and K-Lin Corporation held Horseman's Park dedication ceremonies Feb. 8, 1987, in cooperation with the Sundance/Kachina Classic and Starworld Arabians.
- 1988 Horseman's Park was renamed HorseWorld.
- 1988ca Horseworld served as the home for the Scottsdale Thunder professional arena polo team. Polo matches were held on Saturday evenings during September through November.
- 1989 The Barrett-Jackson Auto Auction moved from several years at Phoenix Municipal Stadium to Horseworld. Its car auction dates were Jan. 26-29, 1989
- 1989 The All Arabian Horse Show moved to HorseWorld in 1989 after several years at a facility on Bell Road. Show dates were Feb. 16-26, 1989.
- 1989 In February a sculpture of three horses by Scottsdale artist Snellen Johnson was dedicated at the entrance to Horseworld.

- 1989 "In May 1989 the Arizona State Land Department send an interdisciplinary research team to the lower bajadas of the cairns at the prehistoric Hohokam site...The team, composed of SDK archaeologists and staff, two ASU graduate students and avocational archaeologists from the Arizona Archaeological Society, successfully completed the fieldwork before intense summer temperatures arrived. The Horseworld Site directly north of the existing Horseworld facility in north Scottsdale, is being researched as part of the site's preparation for public auction and subsequent development...Research continues on the typological placement of the decorated Red-on-buff pottery removed from the site. Design elements suggest a Santa Cruz phase placement at about 700-900 A.D." according to the Fall 1989 Urban Lands newsletter of the Arizona State Land Department.
- 1990 The Scottsdale Marketplace at Horseworld opened Oct. 5-7.
- 1990 Horseworld was renamed WestWorld.
- 1990 Rattlers' restaurant at WestWorld celebrated its grand opening in December.
- 1993 Howard Keim, managing partner of Westworld, sold his interest in HorseWorld Joint Venture. Keim's interest was bought by Mary Wilcox, owner of Capital Realty-Scottsdale, his partner since 1989. Wilcox announced the appointment of Richard Stevens as president of WestWorld, according to a City of Scottsdale News Release issued July 2, 1993.
- 1994 On October 3, 1994 the Scottsdale City Council met on the patio of Brett's Barn (razed in 2011) and, after hearing public testimony, voted to create the McDowell Sonoran Preserve.
- 1994 The International Cowboy & Indian Congress was held at WestWorld in October. The highlight was the Buffalo Bill's Wild West Show. The Buffalo Soldier Boot Camp celebrated the historic Buffalo Soldiers.
- 1994 Former City of Scottsdale Parks & Recreation Department executive Bill Ensign was appointed WestWorld General Manager, serving until _____
- 1996 Mayor Herb Drinkwater held his annual State of the City breakfast at Brett's Barn at WestWorld, a free, public event.
- 1997 The City of Scottsdale assumed operation control/management of WestWorld from its former contractor.
- 1998? An eastern entrance to Westworld from the newly-completed Thompson Peak Parkway provided new access.
- 1998 Scottsdale City Council gave its final approval to the WestWorld Business Plan on March 16.

1998 The Scottsdale community mourned together at the January 3, 1998 memorial service for beloved former Mayor Herb Drinkwater held in the WestWorld Equidome.

_____ Tom Beat served as WestWorld General Manager.

2001? Brad Gessner was hired by the City of Scottsdale as WestWorld General Manager, serving until his resignation in January 2006.

2001 With completion of the Loop 101/Pima Freeway through Scottsdale, WestWorld became more accessible to event attendees from throughout the metro Phoenix area.

2003 The WestWorld Trailhead was dedicated June 7, which was National Trails Day. Mayor Mary Manross cut the ribbon; City Manager Jan Dolan emceeds the event. The \$600,000 trailhead and public equestrian facility was built to connect to trails in the McDowell Sonoran Preserve.

2004 The inaugural McDowell Mountain Music Festival was held at WestWorld.

2005 A revised WestWorld Master Plan was approved by Scottsdale City Council on April 5.

2005 To accommodate ever-larger events staged at WestWorld, the city purchased a 119,700 sq. ft. permanent tent in September. Originally displaying an enormous American flag on its side, the tent was later painted a tan color to blend in with the natural environment.

2005 When Rawhide Western Town closed on Oct. 31, 2005 --where it had been located on the northeast corner of Scottsdale and Pinnacle Peak roads since 1971 -- many of its events migrated to WestWorld.

2007 The City of Scottsdale hired Brian Dygert as General Manager of WestWorld; he started his position in August.

2010 The Scottsdale community gathered for a memorial service at WestWorld honoring City Councilman Tony Nelssen (namesake of the climate-controlled, 120,000 sq.ft. north/south exhibit halls of the Tony Nelssen Equestrian Center, which opened in 2013).

2011 Brett's Barn event facility at WestWorld was razed.

2011 Scottsdale City Council named the WestWorld equidome the Tony Nelssen Equestrian Center in honor of the late Councilman and life-long equestrian.

2011 Polo returned to WestWorld with a polo match and party held in November; 2,300 attended.

2012 Scottsdale City Council authorized \$47 million to upgrade climate-controlled major event facilities at WestWorld, and raised the amount to a total of \$51.3

million in July 2013. The Tony Nelssen Equestrian Center was dedicated November 23, 2013.

- 2013 On a 104-degree day – June 22 – the inaugural Beat the Heat Race was held at WestWorld, attracting 1,248 runners.
- 2014 In December, the Jeff Zischke stainless steel horse sculpture, “Impulsion” was dedicated near the North Hall and Equidome at WestWorld.
- 2015 Scottsdale City Council formed its WestWorld subcommittee to advise/make recommendations to the entire council.
- 2020 WestWorld was named 2020 Facility of the Year by the League of Agricultural and Equine Centers.
- 2020 The global COVID-19 pandemic impacted events in Scottsdale, and particularly at WestWorld, beginning in mid-March. Some events were cancelled; others used creative means to carry on – drive-in events like concerts and Scottsdale’s 4th of July event brought families in cars to WestWorld’s polo fields.
- 2021 With the COVID-19 pandemic continuing to impact events, the Barrett Jackson Classic Car Auction delayed its annual January event to mid-March.
- 2021 WestWorld hosted a COVID-19 vaccine drive-through site in the Spring.
- 2022 The **Bell/94 Sports Complex**, adjacent to WestWorld and funded by 2019 bonds passed by voters, opened. The [new facility is on Bell Road](#), just west of 94th Street, and includes six full-sized multi-use sports fields, parking, lights, restrooms, a plaza and covered ramada, a walking path and maintenance facility. The multiuse fields opened for play early in 2022, and work continued on additional park improvements, which should be complete during the summer 2022. The adjacent WestWorld Sports Complex was also nearing completion, offering additional lighted sports fields.
- 2022 An audit of Westworld operations was performed to evaluate management controls and the effectiveness of marketing event contracts, billing, expenses and other operational aspects. An audit was also performed to evaluate Parks and Recreation departmental operations related to field and pool use.
- 2023 During March, WestWorld of Scottsdale hosted six events, including the Quarter Horse Show, Parada del Sol Rodeo, Cactus Reining, Good Guys Car Show, Bike Week and the Carousel Horse Show. About 50,000 people attended Bike Week over five days.
- 2024 The Reata Sports Complex (formerly known as the WestWorld sports complex) was dedicated May 16, including soccer fields, a park building and public art.
- 2024 The Barrett Jackson Classic Car Auction scheduled a fall weekend show and sale, Oct. 11-13 at WestWorld in addition to its annual January two-week auction.

- Among the interesting events that have taken place at WestWorld: a dragster mud bog, a llama sale, the Thunderbird Balloon Classic, the National Festival of the West, the 1994 Congress of Cowboys & Indians, SolFest, HarvestFest, the Cactus Cup bike race, the Shrine Circus, Junk in the Trunk Vintage Market, the McDowell Mountain Music Festival and many others. Beat the Heat Race (2010s) and filming for rodeo segments of the popular television series "Yellowstone"
- Perennial events at WestWorld include: Barrett-Jackson Auto Auction, Scottsdale Arabian Horse Show, Parada del Sol (or Scottsdale) Rodeo, Scottsdale's Fourth of July celebration, Sun Country Circuit Quarter Horse Show, Goodguys Annual Southwest Nationals (hot rod show), Bentley Scottsdale Polo Championships/Stella Artois Polo Classic, home shows, trade shows and scores of other events.
- For a list of events, or how to stage an event at WestWorld, see: www.westworldaz.com

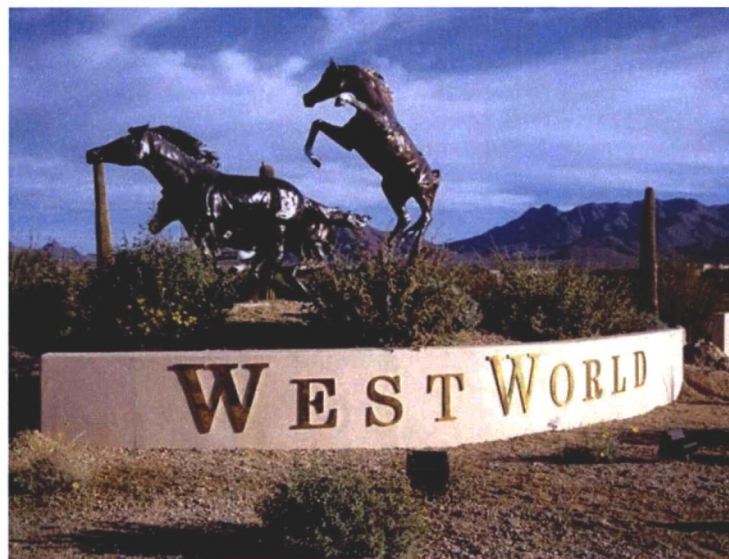
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¹ "Developer gives buildings to park," The Arizona Republic, April 15, 1981

² "Equestrian-park plan OK'd by Scottsdale City Council," The Arizona Republic, July 1, 1981



THE ANNUAL ECONOMIC IMPACT OF WESTWORLD FOR THE CITY OF SCOTTSDALE



Seidman Research Institute
Arizona State University

October 2, 2024

L. WILLIAM SEIDMAN RESEARCH INSTITUTE

The L. William Seidman Research Institute serves as a link between the local, national, and international business communities and the W. P. Carey School of Business at Arizona State University (ASU).

First established in 1985 to serve as a center for applied business research alongside a consultancy resource for the Arizona business community, Seidman collects, analyzes and disseminates information about local economies, benchmarks industry practices, and identifies emerging issues that affect productivity and competitiveness.

Using tools that support sophisticated statistical modeling and planning, supplemented by an extensive understanding of the local, state and national economies, Seidman today offers a host of economic research and consulting services, including economic impact analyses, forecasting, survey research, attitudinal and qualitative studies, and strategic analyses of economic development opportunities.

Working on behalf of government agencies, regulatory bodies, public or privately-owned firms, academic institutions, and non-profit organizations, Seidman specializes in studies at the city, county or state-wide level. Clients include:

- Arizona Commerce Authority (ACA)
- Arizona Corporation Commission (ACC)
- Arizona Coyotes
- Arizona Dept. of Health Services
- Arizona Dept. of Mines and Mineral Resources
- Arizona Diamondbacks
- Arizona Governor's Office of Strategic Planning and Business
- Arizona Hospital and Healthcare Association
- Arizona Investment Council (AIC)
- Arizona Mining Association
- Arizona National Football Championship
- Arizona Public Service Corporation (APS)
- Arizona School Boards Association
- Arizona Super Bowl Host Committee/NFL
- Arizona Technology Council
- Arizona Town Hall
- Banner Health
- BHP Billiton
- The Boeing Company
- The Cactus League Association
- The Center for American Progress
- The Central Arizona Project (CAP)
- Chicanos por la Causa
- The City of Peoria
- The City of Phoenix
- The City of Prescott
- The City of Scottsdale
- CopperPoint Insurance
- David and Gladys Wright House Foundation
- Desert Caballeros Western Museum
- Dignity Health
- The Downtown Phoenix Partnership
- Environmental Defense Fund (EDF)
- Envision Healthcare
- EPCOR Water
- Epic Rides
- Excelsior Mining
- Fiesta Bowl
- Freeport McMoRan
- Glendale Community College
- HonorHealth
- Intel Corporation
- Latino Donor Collaborative
- The McCain Institute
- Maricopa Integrated Health System
- Navajo Dept. of Economic Development
- The NCAA Final Four
- Pakis Foundation
- Phoenix Convention Center
- Phoenix Philanthropy Group
- Phoenix Sky Harbor International Airport
- Phoenix Suns
- Protect the Flows
- Public Service New Mexico (PNM)
- Raytheon
- Republic Services, Inc.
- Rosemont Copper Mine
- Salt River Project (SRP)
- Scottsdale Unified School District
- State of Alabama
- Tenet Healthcare
- Turf Paradise & Delaware North
- Valley METRO Light Rail
- Waste Management Inc.
- Wells Fargo

EXECUTIVE SUMMARY

The total annual economic impact of Westworld's 2023-24 operations and events for the city of Scottsdale economy is estimated at:

- \$163.6 million GDP by State (current \$).
- 1,813 jobs.
- \$85.6 million labor income (current \$).

This is exclusively based on:

- The infusion of event participant and day/overnight visitor dollars into the Scottsdale economy from people that primarily reside **outside** the city of Scottsdale.
- The local operational expenditure of event organizers with city of Scottsdale-based vendors for all equestrian, and non-equestrian events held at the facility.
- The employment footprint and operations of WestWorld.

The total economic impact estimates exclude any expenditure by city of Scottsdale residents visiting or participating at WestWorld's events, as their money is already available in the local economy and would in all probability still be spent locally elsewhere in the absence of WestWorld.

Seidman also estimates that the city of Scottsdale directly collects \$4.8 million in Transaction Privilege (Sales) Tax and Transient (Bedroom) Tax as a result of WestWorld's 12-month calendar of events and direct operations.¹

¹ This includes the city's state share revenue allocation of Transaction Privilege (Sales) Tax distributed by the State of Arizona.

1. INTRODUCTION

Located in the heart of Scottsdale, WestWorld is a premier multi-use event facility, consisting of over 300,000 square feet of exhibition space, 16,000 square feet of hospitality space, 12 acres of turf field and 11 equestrian arenas. The recipient of a “2020 Facility of the Year” award from the League of Agricultural and Equine Centers, WestWorld also hosts the Barrett-Jackson Collector Car Auction, the Scottsdale Arabian Horse Show, Bike Week, and Sun Circuit as part of its extensive annual calendar of events.

The purpose of this study is to provide a current estimate of the economic impact of WestWorld for the city of Scottsdale. Consistent with a prior 2018-2019 study, Seidman’s impact estimates are based on:

- The infusion of event participant and day/overnight visitor dollars into the Scottsdale economy from people that primarily resided outside the city of Scottsdale, extrapolated from a survey of nine equestrian and non-equestrian events.
- Local operational expenditure of event organizers with city of Scottsdale-based vendors for all equestrian and non-equestrian events held at the facility.
- The annual employment footprint and operations of WestWorld.

Any expenditure by local Scottsdale residents is excluded.

The estimates of annual impact are for 22 ticketed events (including Barrett Jackson and the Arabian Horse Show), plus any equestrian event held at Westworld, 2023-2024.² The full list of ticketed events is shown in Table 1.

Section 2 briefly introduces the concept of economic impact analysis.

Section 3 estimates the total economic contribution of WestWorld’s inhouse operations and events for the city of Scottsdale over a 12-month time horizon. It includes a breakdown of total impacts for inhouse operations, equestrian events and non-equestrian events. An estimate of direct Transaction Privilege Tax (TPT) revenue is also provided.

² The first ticketed event included in this analysis was Big Red Bull (July 15, 2023). The last ticketed event was the 2024 July 4th Celebration.

Table 1: List of 22 Ticketed Events in Current Analysis

Event	Date
Big Red Bull	July 15, 2023
Low Rider	July 29, 2023
Quilt Craft & Sew	August 31-Sept 2 2023
Black Rodeo	September 1-2, 2023
Vintage Market (Fall)	September 15-17, 2023
Maricopa Home Show (Fall)	October 13-15, 2023
Cali Cream	October 21, 2023
K9	October 21-22, 2023
Polo	November 4 2023
Pinner	November 10-11, 2023
Body Art	November 10-12, 2023
GoodGuys (Fall)	November 17-19, 2023
Dirt Expo	December 2-3, 2023
Market Days	December 8-10, 2023
Fuel Fest	December 9, 2023
Barrett Jackson	January 20-28, 2024
Arabian Horse Show	February 15-25, 2024
GoodGuys (Spring)	March 15-19, 2024
Bike Week	April 3-7, 2024
Maricopa Home Show (Spring)	April 19-21, 2024
Vintage Market (Spring)	April 26-28, 2024
4th of July	July 4, 2024

Source: WestWorld

2. ECONOMIC IMPACT ANALYSIS: DEFINITION, METHOD, AND DATA INPUTS

Economic impact analysis traces the full impact - direct, indirect and induced - of an economic activity on jobs and incomes in a local economy. WestWorld directly impacts the local economy through the people it employs, its local supplier purchases, and local taxes. Indirect effects take place when Westworld's suppliers place upstream demands on their own suppliers. Induced effects when Westworld's workers, and the employees of its suppliers, spend a portion of their incomes in the local economy, and when governments spend new tax revenues.

The calendar of events hosted by Westworld attract an infusion of new dollars into the local economy from at least two sources:

- People living outside the city of Scottsdale attending or participating in each event.
- Each event's organizers.

The events directly affect the local economy through the temporary employment of event staff and the direct spending of visitors. Indirect effects occur when the recipients of the visitor or event organizer dollars place upstream demands on their own suppliers. Induced effects when the workers based at the recipients of event organizer or visitor expenditure spend a portion of their incomes in the local economy, and when governments spend new tax revenues.

Seidman uses an IMPLAN model to estimate economic impacts for the city of Scottsdale. IMPLAN is a commercially licensed input-output model originally developed by the University of Minnesota. The latest version of IMPLAN organizes the economy into 546 separate industries and has comprehensive data on every area of the United States. It is widely used by economists to assess impacts of economic activities on a local economy. Seidman uses IMPLAN to estimate three measures of economic impact. These are:

- **State Gross Domestic Product (GDP):** this is synonymous with value added. It represents the dollar value of all goods and services produced for final demand in a state. State GDP excludes the value of intermediate goods and services purchased as inputs to final production. It is also defined as the sum of employee compensation (wages, salaries and benefits, including employer contributions to health insurance and retirement pensions), proprietor income, property income, and indirect business taxes.

- **Employment:** this is a count of full- and part-time jobs. It includes both wage and salary workers, and the self-employed.
- **Labor Income:** this includes all forms of employment income, including employee compensation (wages and benefits) and proprietor income.

Direct state and local government TPT revenues are also estimated separate to the IMPLAN model using a proprietary method devised by the authors.

The IMPLAN model can be customized to provide results by zip code, county, or state. For the purpose of the current study, the following 12 zip codes are assumed to represent the city of Scottsdale: AZ 85250; AZ 85251; AZ 85252; AZ 85255; AZ 85257; AZ 85258; AZ 85259; AZ 85260; AZ 85261; AZ 85266; AZ 85267; and AZ 85271.³

Seidman draws from three data sources to estimate annual economic and fiscal impact. These are:

- An expenditure survey of participants and visitors at nine equestrian and non-equestrian events hosted at WestWorld between July 15, 2023, and July 4, 2024.
- Organizational expenditure from event organizers.
- Annual operational expenditures shared by WestWorld .

A team of student researchers conducted a face-to-face survey at the five non-equestrian events to estimate the expenditure of non-Scottsdale-based visitors. Responses were collected on iPads using a Qualtrics app. Three equestrian surveys were completed online post-event by participants. A fourth (the Arabian Horse Show) was ticketed and therefore surveyed in person. In total, Seidman collected 2,814 usable responses. Table 2 summarizes the distribution of survey responses by event.

Organizational expenditure is provided by event organizers post-event using an online survey.

All monetary estimates of impact are expressed in current dollars.

³ Seidman acknowledges that there are other zip codes, parts of which fall under the jurisdiction of the city of Scottsdale. For example, AZ 85054 and AZ 85254 are shared with Phoenix; AZ 85253 is shared with Paradise Valley and Phoenix; AZ 85262 is shared with Carefree and Cave Creek; and AZ 85268 with Fountain Hills. It is not possible to sub-divide those zip codes into their constituent city shares.

Table 2: Distribution of Surveys by WestWorld Event

	Total Survey Sample	Survey Respondents Primary Residence		
		city of Scottsdale	Maricopa County	Other
Equestrian Events				
Best of the West (October)	54	12	15	27
Arabian Horse Show (February) ⁴	468	62	193	213
Sun Circuit (March)	192	22	18	152
Reined Cow (May-June)	53	6	5	42
Non-Equestrian Events				
Maricopa County Home Show (October)	530	76	430	24
Good Guys Collector Car Show (November)	417	26	257	134
Barrett Jackson (January)	490	48	206	236
Bike Week (April)	227	11	115	101
Vintage Market (April)	383	53	244	86
Total	2,814	316	1,483	1,015

Source: Authors' Survey

⁴ This was a ticketed show and therefore surveyed in person. The other equestrian events were participant shows, surveyed post-event.

3. ECONOMIC IMPACT OF WESTWORLD'S EVENTS FOR THE CITY OF SCOTTSDALE

Table 3 estimates the total (direct, indirect, and induced) economic impact of Westworld's 2023 – 2024 operations and events for the city of Scottsdale economy alone. This is based on:

- The infusion of event participant and visitor dollars into the Scottsdale economy from day and overnight visitors who primarily reside *outside* the city of Scottsdale.
- The local operational expenditure of event organizers for all equestrian and non-equestrian events held at the facility.
- The employment footprint and operations of WestWorld.

The estimates exclude any expenditure by city of Scottsdale residents visiting or participating at WestWorld, as their money is already available in the local economy and would in all probability still be spent locally elsewhere in the absence of WestWorld.

Table 3 estimates that the participant and visitor expenditures of non-Scottsdale residents are responsible for 1,350 jobs, paying \$58.5 million labor income across the 12-month time horizon. The total State GDP contribution of these expenditures is \$116.1 million for the Scottsdale economy.

Table 3 also estimates that the local expenditure of event organizers is responsible for 292 jobs, paying \$16.5 million labor income in the city of Scottsdale. Their total State GDP contribution is \$23.7 million. The total impacts of WestWorld's inhouse employment footprint and facility operations is estimated at 171 jobs, paying \$10.6 million labor income across the 12-month time horizon in the city of Scottsdale. The total State GDP contribution of the facility for the city of Scottsdale economy is \$23.8 million.

The total impact of WestWorld's full year of operations and events on the city of Scottsdale economy (2023-24) is therefore estimated at \$163.6 million State GDP, 1,813 jobs, and \$85.6 million labor income. These impacts are for the city of Scottsdale alone and exclude any expenditures made by city of Scottsdale residents. They also exclude any local tax impacts.

Table 3: Total Economic Impact of WestWorld for the city of Scottsdale

TOTAL IMPACT SOURCE	STATE GDP (Millions \$) ⁵	EMPLOYMENT (Job Years) ⁶	LABOR INCOME (Millions \$) ⁷
Participant & Visitor Expenditures	\$116.1	1,350	\$58.5
Event Organizer Expenditures	\$23.7	292	\$16.5
WestWorld Employment & Operations	\$23.8	171	\$10.6
Total Economic Impact	\$163.6	1,813	\$85.6

Source: Authors' Calculations

Table 4 estimates the **direct** Transaction Privilege Tax (TPT) impacts of the 12-month calendar of events collected by the city of Scottsdale. An estimated \$4.8 million in TPT revenues is directly collected by the city of Scottsdale because of WestWorld. This includes a 1.75% TPT and a 5% Transient Tax applied to any lodging for 29 days or less. It also includes \$0.1 million in lieu of the city's state shared revenue allocation from Arizona's annual TPT collections.⁸

Table 4: Direct TPT Revenue Impact of WestWorld's Annual Events for the city of Scottsdale

	Direct Tax Collections (Millions \$)
Equestrian Events (including Arabian Horse Show)	\$0.7
Non-Equestrian Events (including Barrett Jackson)	\$4.0
Scottsdale's State-Shared Allocation of TPT Revenues	\$0.1
Total Direct TPT Revenues	\$4.8

Source: Authors' Calculations

Figure 1 summarizes the distribution of total economic impacts in the city of Scottsdale by source. Non-equestrian events (including Barrett Jackson) account for 75.7% of the estimated total employment impacts, 72.6% of the estimated total labor income impacts, and 73.0% of the estimated total State GDP impacts. Equestrian events (including the Arabian Horse Show) account for 14.8% of the estimated total employment impacts, 15.0% of the estimated total labor income impacts, and 12.5% of the estimated total State GDP impacts. WestWorld's operations account for 9.5% of the estimated total employment impacts, 12.4% of the estimated total labor income impacts, and 14.5% of the estimated total State GDP impacts.

⁵ State GDP represents the dollar value of all goods and services produced for final demand in the city of Scottsdale for the Arizona economy.

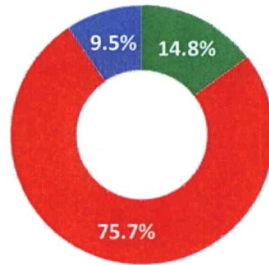
⁶ A job year is equivalent to one person having a job for 12 months.

⁷ Labor income equals employee compensation plus proprietor (self-employed) income.

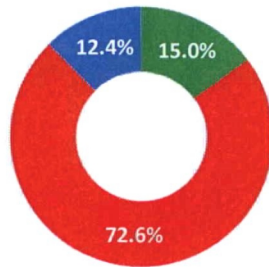
⁸ Cities and towns in Arizona receive a state shared revenue allocation of 25% of the state's annual TPT revenues, based on their population shares. State shared allocations for state income tax, highway user revenues and vehicle license taxes are not included in Table 3.

Figure 1: Distribution of Annual Total Economic Impacts in the city of Scottsdale by Source

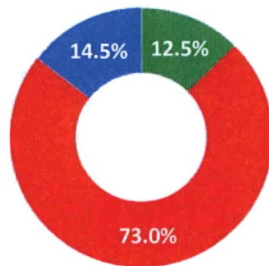
EMPLOYMENT (JOB YEARS)



LABOR INCOME (MILLIONS \$)



STATE GDP (MILLIONS \$)



Key:

■ Equestrian Events

■ WestWorld Operations

■ Non-Equestrian Events

Source: Authors' Calculations



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Seidman Research Institute



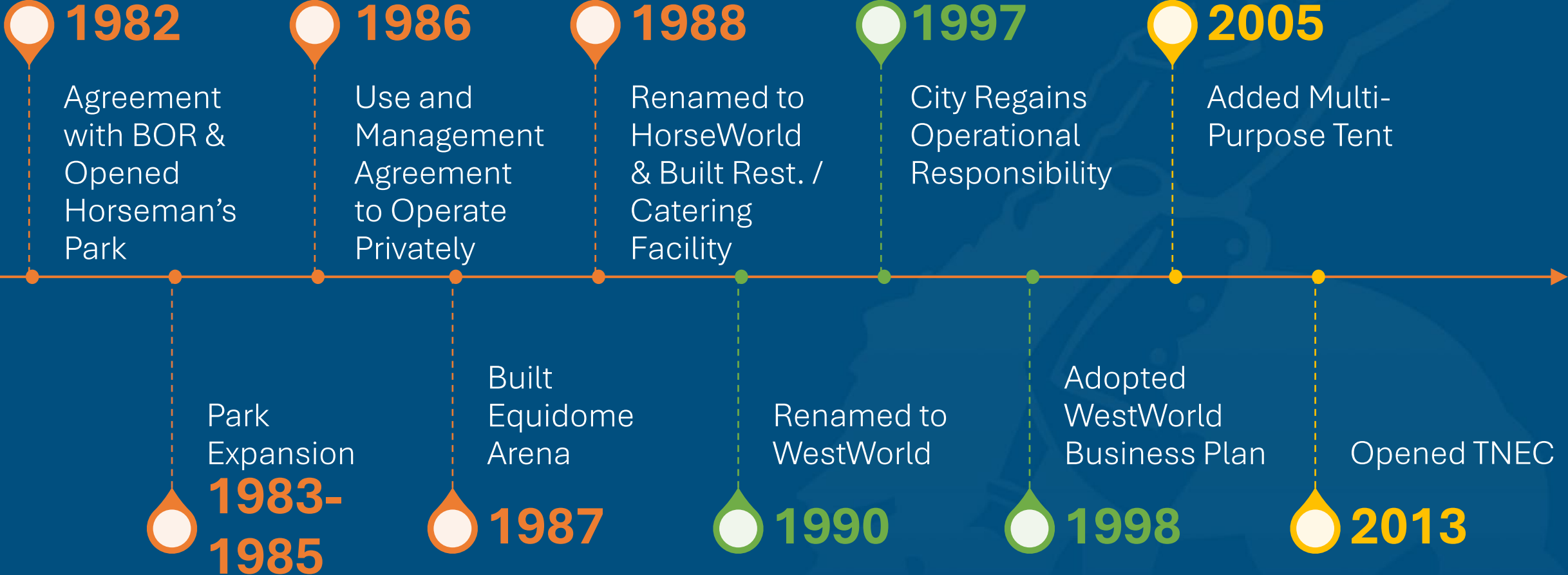
@SeidmanResearch

WestWorld Operations

City Council | August 18, 2025



History of WestWorld



Bureau of Reclamation (BOR)

- WestWorld sits on federally owned land managed by the BOR.
- City leases the land and operates WestWorld under a federal agreement.
- Major development or expansion requires BOR approval.
- Must comply with BOR regulations on land use, environment, and water management.
- Construction must avoid impacting flood management systems.



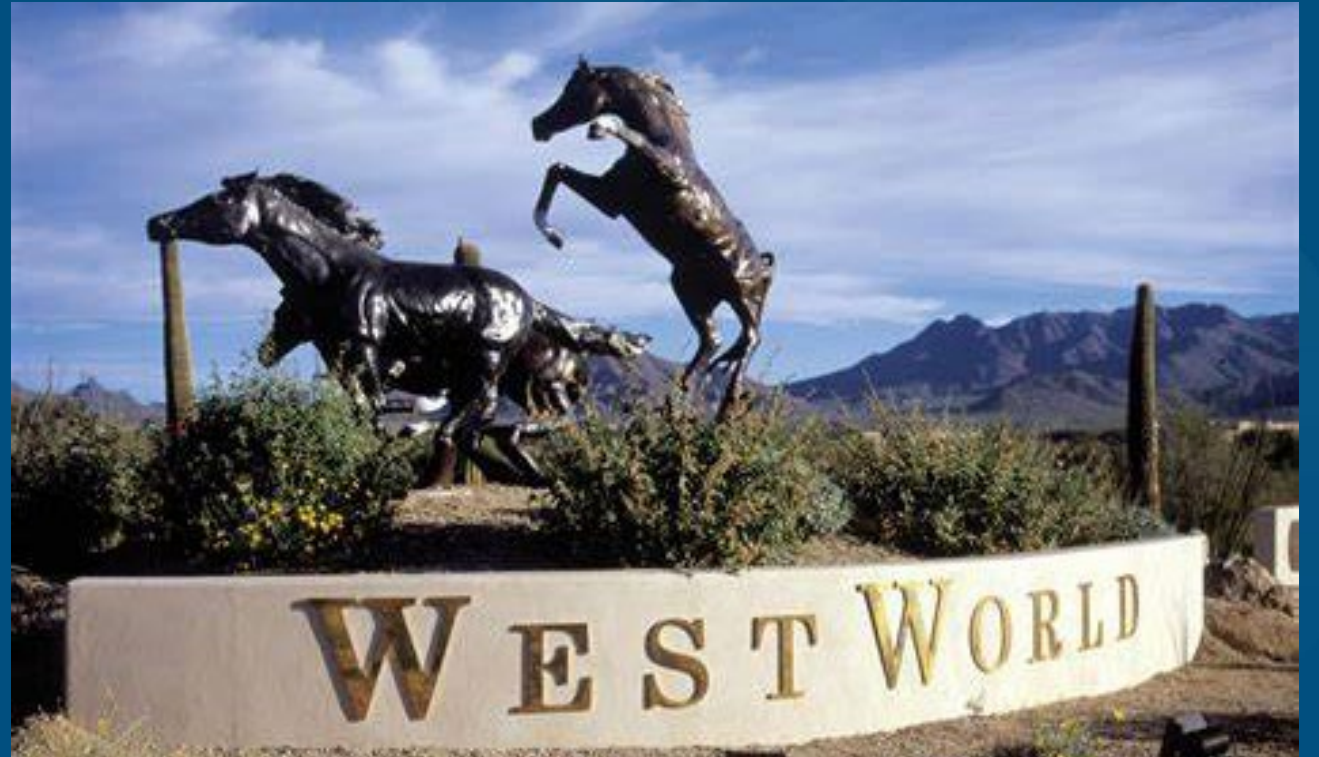
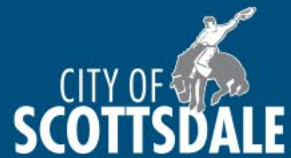
386 ACRES

North & South Halls
Equidome
Multi-Use Tent



Kidder
Extreme Excellence

Outdoor & Covered Arenas
Monterra
RV Pedestals





Core Services

Equestrian Events
Special Events
RV Park Reservations

Feed & Bedding Sales
Private Banquet Events

M Culinary

Founded in 1997, M Culinary has grown to be one of the largest privately held catering and hospitality providers in the Southwest – 150 full time and 500+ part-time employees.

This past year, provided 375+ catering/concessions services at WestWorld and 900+ throughout the Valley, Arizona and beyond – to include the Waste Management Phoenix Open, serving over 220,000 tournament attendees in nine days.

Coproducer of the annual Scottsdale 4th of July Celebration at WestWorld since 2013.

Major events brought to WestWorld – Taste of the NFL (2015), ESPN Super Bowl Celebration (2015), GoDaddy Holiday Party (2019), Nikola Global Launch (2019).

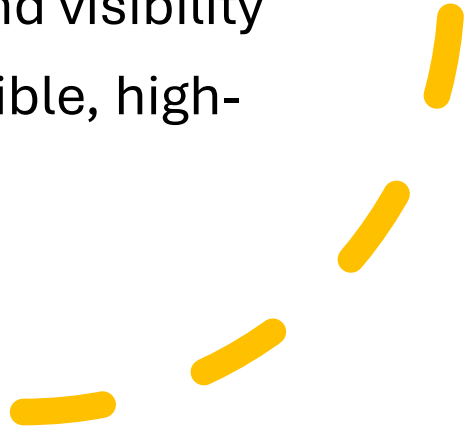
Brought over \$900,000 in commissions to WestWorld of Scottsdale in FY 24/25.

National Western Capital Corporation

Purpose

To enhance event bookings and national exposure of the WestWorld Facility through a dedicated vendor partnership.

Key Objectives

- Increase event bookings and maximize facility use
 - Attract and retain major events and tourism-driven shows
 - Boost Scottsdale's economic impact and visibility
 - Enhance public benefit through accessible, high-quality events
- 

National
Western
Capital
Corporation

ECONOMIC IMPACT/TOURISM DRIVERS

Equestrian Competitions, Auto & Art Auctions, Rodeos

COMMUNITY EVENTS

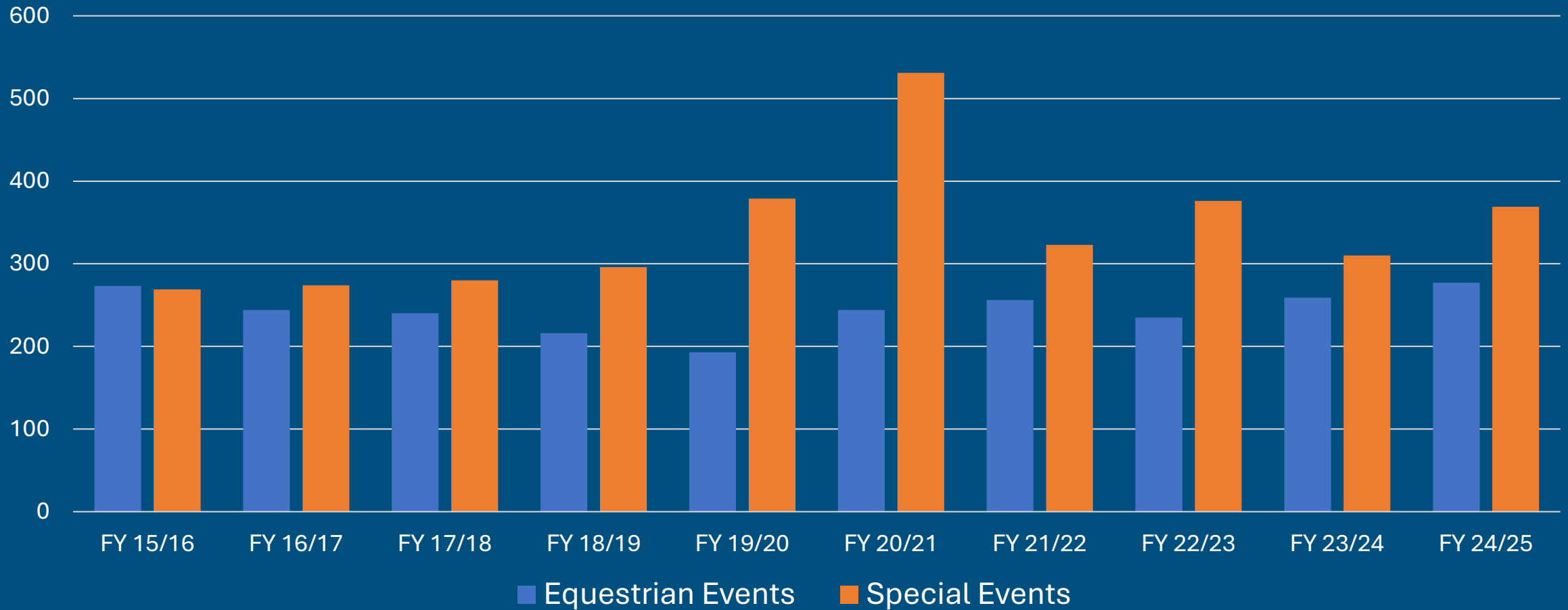
Kids Summer Camps, Fairs, Youth Sports

DIRECT FINANCIAL BENEFIT

Concerts, Consumer Shows, Festivals



Event Use Days



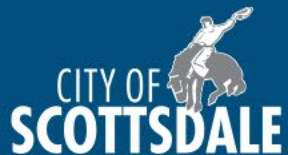
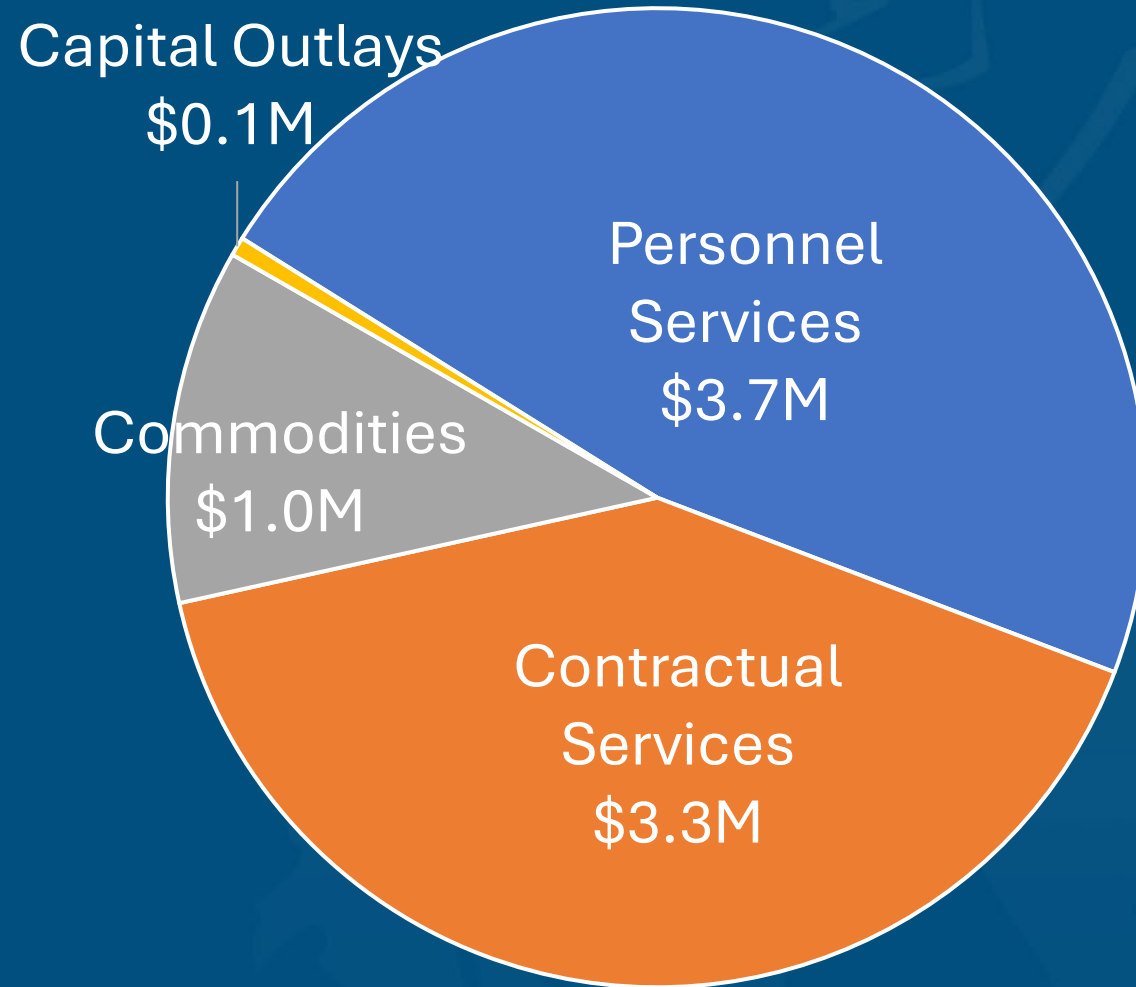
FY 2025/26 Operating Budget Overview

Operating Budget

\$ 8,141,151

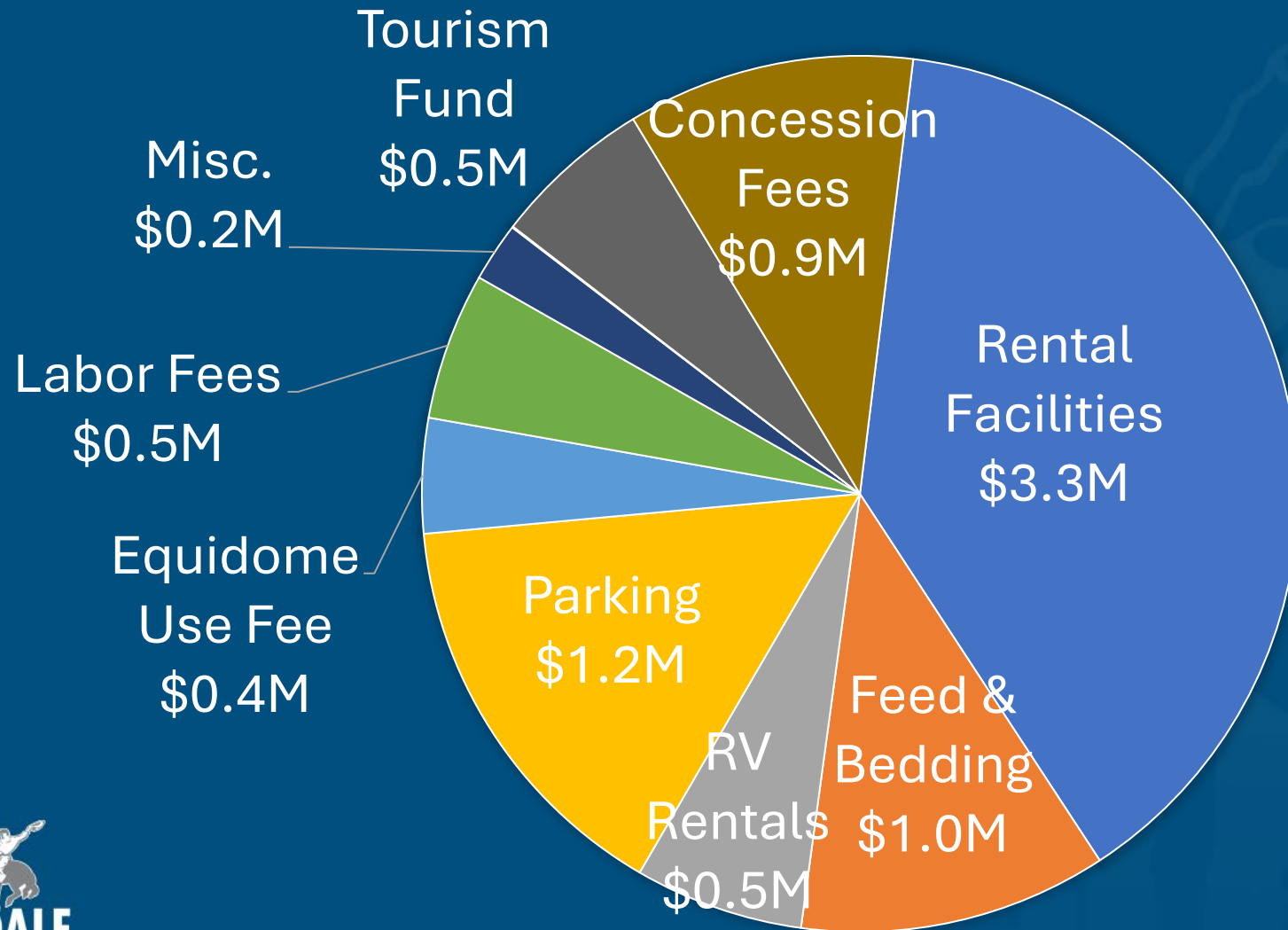
32 Positions

30 FT / 2 PT



Does not include indirect costs, some utilities, and debt service.

FY 25/26 WestWorld Revenue - \$ 8.5M



FY 23/24 WestWorld's Economic Impact

12

Total Annual Economic Contribution:

- **\$163.6 million** in State GDP (local economic output)
- **1,813 jobs** supported
- **\$85.6 million** in labor income

City Tax Revenues Generated:

- **\$4.8 million** in direct Sales & Bed Taxes
(Includes \$0.1M from state shared Sales Tax allocation)

Note: Impacts reflect only non-Scottsdale residents' spending and exclude local attendees' economic activity.

Breakdown of Economic Impact by Source

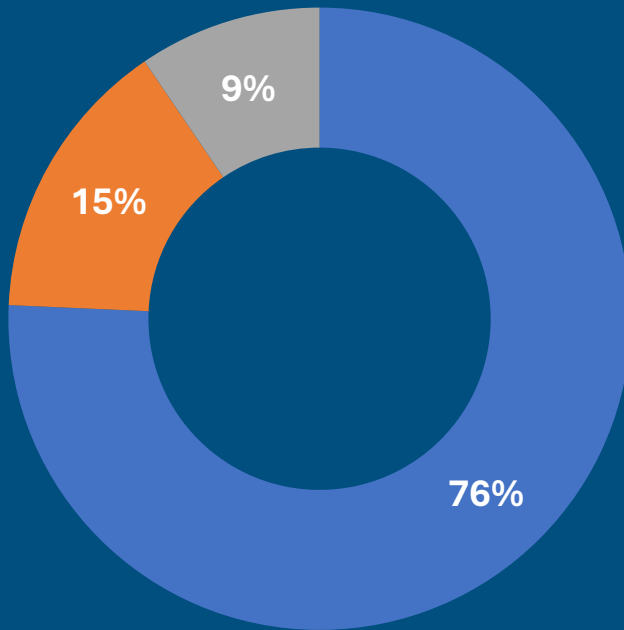
Of Total Impact:

- Special Events ~75%
- Equestrian Events ~15%
- WestWorld's direct operations ~10%

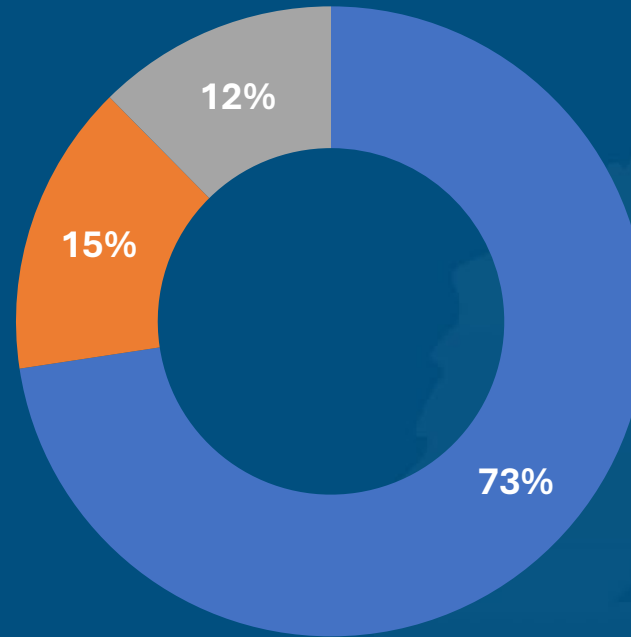
Impact Source	State GDP	Jobs	Labor Income
Visitor & Participant Spending	\$116.1M	1,350	\$58.5M
Event Organizer Spending	\$23.7M	292	\$16.5M
WestWorld Operations	\$23.8M	171	\$10.6M
Total Impact	\$163.6M	1,813	\$85.6M

Distribution of Economic Impacts

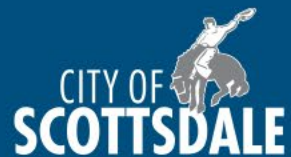
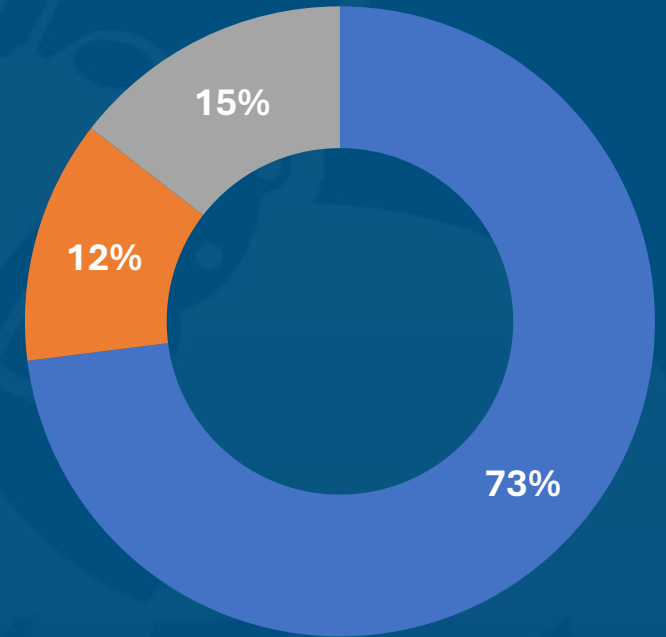
Employment



Labor Income



State GDP (\$ millions)



WestWorld Parking

11,000 Parking Spaces

All revenue deposited
into the Parking Fund



WestWorld Parking

\$10 Parking Fee per Vehicle

Revenue split

- \$3 per vehicle is retained by WestWorld as revenue
- \$7 covers vendor operations, no direct cost to WestWorld

Purpose & Benefits

- SAFETY - Supports event logistics and traffic control
- Enhances CUSTOMER SERVICE and guest experience
- REVENUE - Offsets WestWorld operational costs without adding staffing burden
- Ensures consistent, fiscally responsible practices



- Address Critical Needs
- Improve Guest Experience
- Maximize Resources
- Increases Event Competitiveness
- Supports Revenue Growth

5-Year Capital Improvement Plan ¹⁸ (\$ millions)

Capital Project	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
45 - Renovate Horse Barns	2.7	1.8	2.1		
51 - Install Perm Lighting - Parking Lots		0.3	1.2		
Public Address System Cabling Install		0.5			
Bahia Dr Offsite Drainage Mgmt.	1.6	3.2	5.5		
WW Dr Offsite Drainage Mgmt.	2.2	2.2			
Core Facility Interior Drainage	3.7	3.7	3.7	3.7	
Monterra Improvements	0.8				
Lot T Improvements				0.3	
WW Drainage	0.2				

5-Year Capital Improvement Plan ¹⁹ (\$ millions)

Capital Project	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
Parking & Access Master Plan	0.8				
Trailhead Parking & Access Imprvmnts.	3.9				
48 – Widen 94 th St to Improve Access		0.3	1.2		
Polo Field Renovations	2.1				
GRAND TOTAL	\$18.0	\$12.0	\$13.7	\$4.0	\$0.0

5-Year Capital Improvement Plan (\$ millions)

Capital Project	Total Project Cost
45 - Renovate Horse Barns	14.1
51 - Install Perm Lighting - Parking Lots	1.4
Public Address System Cabling Install	0.5
Bahia Dr Offsite Drainage Mgmt.	10.4
WW Dr Offsite Drainage Mgmt.	4.4
Core Facility Interior Drainage	14.9
Monterra Improvements	0.8
Lot T Improvements	0.3
WW Drainage	0.2

5-Year Capital Improvement Plan (\$ millions)

Capital Project	Total Project Cost
Parking & Access Master Plan	1.0
Trailhead Parking & Access Imprvmnts.	4.0
48 – Widen 94 th St to Improve Access	1.5
Polo Field Renovations	2.1
GRAND TOTAL	\$55.6

Funding Sources:

GO Bonds	\$8.3
Tourism	\$7.4
WIFA Debt	\$29.7
Parking Fund	\$3.3
General Fund	\$6.6
BOR	\$0.4



Where Do We
Go From Here...

Infrastructure Master Plan
WestWorld Strategic Plan