

**STATEMENT OF INTENT
FOR THE
RIO SALADO PROJECT**

THIS STATEMENT OF INTENT (“Statement of Intent”) is made and entered into as of the ____ day of _____, 2018 by and among the City of Buckeye, City of Goodyear, Gila River Indian Community, City of Avondale, City of Phoenix, City of Tempe, Salt River Pima-Maricopa Indian Community, City of Mesa, Maricopa County, Arizona, and the Salt River Project Agricultural Improvement and Power District (each referred to herein as a “Party” and collectively as the “Parties”).

The Parties to this Statement of Intent agree as follows:

SECTION 1. RECITALS

- A. The Rio Salado (or Salt River) bisects the Phoenix metropolitan area and while parties to this Statement of Intent have improved much of the Rio Salado additional potential can still be realized.
- B. The Onk Akimel O’Odham (Pima) and Xalychidom Piipaash (Maricopa) peoples of the Salt River Pima-Maricopa Indian Community and the Gila River Indian Communities utilized the Rio Salado since time immemorial to support traditions and agriculture.
- C. The Akimel O’otham (Pima) and Pee-Posh (Maricopa) peoples of the Gila River Indian Community have used the Rio Salado for farming since time immemorial. The Rio Salado remains an important cultural, religious and environmental resource for the Akimel O’otham and Pee-Posh peoples of the Gila River Indian Community.
- D. In 1966, Arizona State University Dean James Elmore of the College of Architecture launched an effort to study the “problems and opportunities” created by the Rio Salado. The research and urban planning efforts of the architecture students was published in a community report in 1969.
- E. Valley Forward, which is now known as Arizona Forward, was formed and selected to command the Rio Salado Project and, by 1976, with the direction of James Elmore and the Rio Salado Project Committee presented a master plan for redevelopment of approximately 40 miles of the Rio Salado as it traversed metropolitan Phoenix, Tempe and Mesa (the “Rio Salado Project”).
- F. Valley Forward also promoted the 1980 Arizona legislation to institute the Rio Salado Development District (RSDD or the “District”), tasked with rallying support and preparing the strategic framework plan for the revitalization, funding and implementation of the Rio Salado Project. The District was comprised of a fifteen-member appointed Board of Directors from the Cities of Mesa, Tempe and Phoenix, Maricopa County and the State of Arizona. In 1982, the District unveiled the Rio Salado Master Plan to the public.

- G. Since then, some of the Valley's cities and communities have acted to improve the Rio Salado by developing parks, bike paths, bridges, habitat restoration, flood management and associated river enhancements. The Rio Salado has also undergone many significant projects related to flood control, water treatment, environmental quality, riparian restoration and public open space amenities which include the El Rio Watercourse Master Plan, Tres Rios Habitat Restoration and Wetlands, Rio Salado Oeste, Rio Salado Phoenix, Rio Salado Tempe, Rio Salado Mesa and Tempe Town Lake. Some of these projects and improvements have had a positive effect on tourism, employment, housing, the tax base, art and culture, recreation, economic development and wetland and riparian rehabilitation along portions of the river, yet the Rio Salado remains significantly underdeveloped given its economic potential.
- H. The Valley has not been alone in its historic quest to revitalize a monumental river, as metropolitan areas such as San Antonio, Dallas, Atlanta, New York City and Chicago have all implemented similar concepts to accentuate their rivers and natural landscapes. The Rio Salado Project, however, is one of the largest and oldest of such plans, and with the efforts as set forth herein could become one of the most noteworthy and historical environmental and economic developments in the Valley.
- I. U.S. Senator John McCain has recently championed and catalyzed the charge to complete the Rio Salado Project with the assistance of Arizona State University and the Parties to establish and form a working group to fuel the project and aide in the overall planning, review and approval process for the project.
- J. For purposes of this Statement of Intent, the Rio Salado Project shall encompass portions of the Salt River, the Gila River and the Confluence with Agua Fria River. The Rio Salado Project is now envisioned to extend over approximately 45 miles along the river's corridor and up to a mile wide spanning the City of Buckeye, City of Goodyear, Gila River Indian Community, City of Avondale, City of Phoenix, City of Tempe, Salt River Pima-Maricopa Indian Community, and the City of Mesa, as lying within Maricopa County and as depicted on the attached Exhibit A.
- K. The Parties believe that the Rio Salado Project has the potential to be a grand vision for civic identity - an iconic landmark for the Valley which fosters significant economic, recreational and regional water management value of the Rio Salado.
- L. The Parties recognize that a variety of natural resources exist within the Rio Salado Project, some of which are subject to private property rights and have commercial value.
- M. It is the desire of the Parties hereto, along with Arizona State University and other stakeholders, developers and the greater public to unite and create a cooperative public-private relationship, and to organize, design and implement the Rio Salado Project to its fullest economic, recreational and regional water management capacities.
- N. The Parties recognize that the development of the Rio Salado Project will be a long-term, resource intensive project, which will require each Party's cooperation and working

cooperatively with adjacent landowners and other stakeholders; but it is also recognized that the Parties' cooperation and the success of the Rio Salado Project will have substantial positive long-term primary and secondary benefits to the Valley and the State of Arizona.

- O. By entering into this Statement of Intent, it is the desire of each Party hereto to collaborate on potential, design, implementation and operation, among other things, with respect to the Rio Salado Project within each Party's respective jurisdiction.

SECTION 2. THEMES FOR THE RIO SALADO PROJECT

The driving themes for the Rio Salado Project include a shared vision and inter-jurisdictional cooperation for:

- i. Economic development for existing and future uses and their economic impact;
- ii. Transformation of the river bed into something more valuable to the community; and
- iii. Regional water and resource management.

SECTION 3. PURPOSE/GOALS OF STATEMENT OF INTENT

The purpose of this Statement of Intent is for the Parties hereto to cooperate and pledge support and staff resources for creation of a strong centralized advisory board or committee (the "Rio Salado Authority"), to coordinate and advise, design and develop the Rio Salado Project, including calls to the legislature for action and jurisdiction if needed to enable the Rio Salado Authority to provide such oversight.

SECTION 4. VISION & FEATURES OF THE RIO SALADO PROJECT

- A. Working cooperatively with private landowners, significant portions of the public lands comprising the Rio Salado shall be redeveloped and transformed into public open space to support and drive economic development, recreational amenities and regional water management.
- B. The Rio Salado Authority, with the support and involvement of the Parties, shall design, implement and maintain the Rio Salado Project with an emphasis on and consideration of promoting and leveraging, as applicable:
- i. economic development;
 - ii. regional water management;
 - iii. natural resource industries;
 - iv. brownfield conversion and development;
 - v. housing;
 - vi. commercial and light industrial development;

- vii. public transit and transportation;
- viii. workforce development;
- ix. job creation;
- x. community and long-term sustainability, well-being, vitality and resilience;
- xi. special public services (i.e., alternative schools, special museums, cultural centers);
- xii. public amenities and recreational opportunities;
- xiii. habitat preservation and restoration;
- xiv. fire prevention;
- xv. connection between neighborhoods and communities; and
- xvi. a positive legacy for the Valley and the State of Arizona.

SECTION 5. ACTION NEEDED FOR THE RIO SALADO PROJECT

- A. The Parties agree to cooperate with each other in an attempt to develop an agreement and plans for the Rio Salado Authority and Rio Salado Project that will establish the general rights and responsibilities with respect to the use and property within the applicable boundaries of the project as agreed to by the respective Party with jurisdiction.
- B. The Parties agree to support and encourage the Rio Salado Authority to (i) conduct regular meetings with necessary officials and bodies, (ii) research, collect and analyze data and models, (iii) renovate or make available design studios and workshops and (iv) work with colleges and schools across academic disciplines, particularly Arizona State University, to research and explore project ideas and opportunities in order to carry out the intent hereunder.
- C. The Parties agree to work cooperatively with the Rio Salado Authority, land-owners, water providers and stake holders in the planning of the Rio Salado Project and its intended uses, while safeguarding residential neighborhoods, existing and future uses of natural resources, and any existing waters.
- D. The Parties, in connection with the Rio Salado Authority, shall research, explore and discuss all options available for public and private financing of the Rio Salado Project, both near and long-term capital and operating costs. Based on these discussions, such financing mechanisms may include those available to the Parties individually, or those granted to the Rio Salado Authority.

SECTION 6. MISCELLANEOUS

- A. Term. This Statement of Intent shall become effective on the date that this Statement of Intent has finally been executed by all Parties hereto, and shall continue until terminated by agreement of all of the Parties. Any Party may withdraw from this Statement of Intent upon ninety (90) days written notice to the other Parties.
- B. In Kind and Staff Contributions. The Parties acknowledge that each Party has already contributed valuable staff time to the Rio Salado Project, and will continue to do so as needed at each Party's discretion to advance the spirit of this Statement of Intent.
- C. No Financial Obligations. This Statement of Intent does not imply any financial obligations or commitment on behalf of the Parties including with respect to Paragraph 5(D).
- D. Non-Binding Effect. The Parties acknowledge and understand that this document is a non-binding statement of intent and understanding and shall not in any way limit the legislative discretion of the Board of Supervisors of Maricopa County or the councils or boards of directors of any of the Parties to this Statement of Intent.
- E. Cancellation. The Parties hereto acknowledge that this Statement of Intent is subject to cancellation pursuant to A.R.S. § 38-511.
- F. Counterparts. This Statement of Intent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Statement of Intent delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Statement of Intent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Statement of Intent to be executed by their duly authorized representatives and to be effective as provided in Section 6(A).

CITY OF BUCKEYE

By: _____
Name: _____
Title: _____
Date: _____

CITY OF GOODYEAR

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form

City Attorney

GILA RIVER INDIAN COMMUNITY

By: _____
Name: _____
Title: _____
Date: _____

CITY OF AVONDALE

By: _____
Name: _____
Title: _____
Date: _____

CITY OF PHOENIX

By: _____
Name: _____
Title: _____
Date: _____

CITY OF TEMPE

By: _____
Name: _____
Title: _____
Date: _____

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

By: _____
Name: _____
Title: _____
Date: _____

CITY OF MESA

By: _____
Name: _____
Title: _____
Date: _____

MARICOPA COUNTY, ARIZONA

By: _____
Name: _____
Title: _____
Date: _____

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
RIO SALADO PROJECT MAP

