

MEMORANDUM OF UNDERSTANDING (MOU) – DRAFT FOR REVIEW**BETWEEN:** The City of Tucson (CoT)**AND:** Warbird National**REGARDING:** Beneficial Reuse & Municipal Integration of DMAFB Treated Groundwater**1. PURPOSE**

This Memorandum of Understanding (MOU) establishes the framework for a public-private partnership between the City of Tucson (CoT) and Warbird National. The objective is to safely capture, convey, and beneficially reuse approximately 1.75 million gallons per day (MGD) of remediated groundwater from the Davis-Monthan Air Force Base (DMAFB) plus off-base PFAS remediation sites. Water from the remediation sites will be wheeled through City-owned reclaimed water distribution facilities back onto DMAFB for beneficial reuse on the Warbird National Golf Course, which is a replacement facility for the former General William Blanchard Golf Course also located at DMAFB, which was served by the City of Tucson reclaimed water distribution system. This regional, closed-loop municipal intertie eliminates the need for evaporative surface discharge or DoD-funded deep injection wells by wheeling the treated effluent on the Warbird course, and perhaps to existing City of Tucson golf courses that are also connected to the distribution facilities, thereby generating long-term water resilience for both the installation and the City.

2. TECHNICAL & OPERATIONAL PARAMETERS

- **Infrastructure:** (1) A new ~0.4-mile, 12-inch conveyance pipeline connecting the DAF Groundwater Extraction Treatment Systems (GETS) to CoT's existing reclaimed water distribution facilities network at S. Columbus Blvd & E. 29th St. (2) If needed, a connection from the Phase 2 remediation sites to the City's reclaimed system.
- **Phased Flow & Permanent Redundancy:**
 - **Phase 1 (C-007A Integration):** Transitioning the active Test Well C-007A GETS—into a permanent beneficial reuse asset connected directly to the reclaimed intertie will eliminate the current losses of approximately 350,000 GPD to evaporative waste via an MS4 storm drain outfall under a temporary permit. Integration of this flow will provide immediate hydraulic support to the local municipal reclaimed grid and supply CoT with physical water that can be routed at the City's operational discretion (e.g., to the SHARP recharge facility). It is the mutual intent of the parties that C-007A remains in perpetual operation to provide continuous hydraulic containment and vital system redundancy, even

after Phase 2 is commissioned, unless the remediation function currently provided by C-007A is performed by the Phase 2 wells.

- **Phase 2 (100 Acre Wood):** Concurrent integration of the planned USACE extraction wells, and treatment system, adding ~1.4 MGD for a combined, continuous system flow of approximately 1.75 MGD (approx. 1,215 GPM).
- **Water Quality:** Effluent from the GETS will be treated to meet applicable state and local regulatory standards for reclaimed water prior to integration. The Point of Delivery (POD) will feature a SCADA-integrated meter assembly with an automated flow-stop valve to instantly divert or halt water upon detection of a compliance breach, fully protecting the municipal grid.

3. RESPONSIBILITIES & DEMARCATION

Warbird National will:

- Privately fund the engineering, trenching, and construction of the 0.4-mile, 12-inch intertie, meter assemblies and necessary SCADA connections (Zero DoD/CoT CapEx), including the cost of any applicable permits.
- Coordinate the Enhanced Use Lease (EUL) framework with the Department of the Air Force (DAF).
- Design, construct, and privately fund the Warbird National golf course, establishing the permanent agronomic sink required to sustainably absorb the reclaimed effluent.
- Serve as the primary agronomic off-taker, absorbing approximately 392 Acre-Feet/year of municipal reclaimed water upon completion of the facility.
- Dedicate a designated portion of the accrued municipal water credits (or direct reclaimed water volume) to subsidize the irrigation of the City of Tucson's Fred Enke Golf Course, with the goal of covering the entire water budget for Fred Enke annually, delivering a direct community benefit and reducing the City's operational overhead.

The City of Tucson (CoT) will:

- Accept the treated effluent into its pressurized reclaimed distribution system at the South Columbus Blvd Point of Connection (POC).
- Review and approve plans to ensure the proposed infrastructure is compatible with Tucson's design standards and operation of the reclaimed water distribution system.

- Establish a method to account for reconciling deliveries from the reclaimed system to Warbird with influent into the reclaimed water distribution system to ensure neutrality over a rolling 36-month period.
- *Operational Discretion:* Prior to and during Warbird's facility operation, CoT retains full discretion to utilize the physical effluent delivered via the intertie for municipal priorities—including aquifer recharge at facilities like SHARP or to sustain operations in the event of federal maintenance shutdowns or system outages at the DAF GETS.
- Assume ownership and O&M of the infrastructure between any point of entry to the reclaimed water distribution system to the meter assembly at Warbird.

4. REGULATORY ALIGNMENT

Both parties agree to jointly support any necessary State regulatory approvals (ADEQ) to use this method as the preferred remedy for use of treated water from the remediation projects.

5. TARGET SCHEDULE & MILESTONES

To maximize regional water resilience and ensure project viability, the parties acknowledge the following target timelines:

- **Phase 1 Commissioning:** Execute intertie construction and initiate Phase 1 (C-007A) integration as expeditiously as possible. Early commissioning is critical to providing net-neutral deliveries to Warbird prior to the facility's opening and pending completion of the Phase 2 project.
- **Phase 2 Integration:** Synchronize with DAF/USACE deployment schedules, integrating the 1.4 MGD flow as soon as federal assets are commissioned.
- **Warbird Agronomic Sink:** Completion of the Warbird National facility, with active turf establishing the permanent agronomic sink, targeted for **December 2028**.

6. NON-BINDING INTENT

This MOU represents a mutual statement of intent and conceptual alignment. It will serve as the basis for negotiating a subsequent, legally binding Intergovernmental Agreement (IGA) and/or Definitive Agreement involving the DAF, the City of Tucson, and Warbird National.

SIGNATURES:

Tim Thomure

City Manager

City of Tucson

Date: _____

Jay Hedley

Chairman, Warbird National

Date: _____

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