

Re_ [EXTERNAL] A note about Papago Park email t....pdf

From: [Pilcher, Ericka J](#)
To: [Reynolds, Michael T](#); [Bies, Brandon](#)
Cc: [Hammond, Katharine \(Kate\) H](#); [Kirby, Kris M](#); [Putnam, Patrick A](#); [Bolyard, Laura G](#); [Milnor, Adam A](#)
Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor
Date: Tuesday, July 7, 2020 9:26:35 PM

Mike and Brandon,

I will check the RTCA database for any past RTCA project work area, and will chat with Laura Bolyard and Adam Milnor (RTCA Tuscon) to see if they have knowledge of the area, or RTCA past project work in the area.

We'll be in touch on Wednesday,
Ericka

Ericka Pilcher

RTCA Regional Program Manager
DOI Regions 6, 7, 8
(serving Arizona, Colorado, Montana, New Mexico, Oklahoma, Texas, Utah, Wyoming)

National Park Service
Rivers, Trails & Conservation Assistance Program
12795 W Alameda Parkway
Lakewood, CO 80228
303-969-2855 (office)
720-527-3036 (cell)
www.nps.gov/rtca

From: Reynolds, Michael T
Sent: Tuesday, July 7, 2020 5:31 PM
To: Bies, Brandon
Cc: Hammond, Katharine (Kate) H ; Kirby, Kris M ; Putnam, Patrick A ; Pilcher, Ericka J
Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor
It might be an RTCA Grant recipient in the past. We will ask our southern Arizona folks and RTCA and get a draft response to you.

Michael Reynolds
NPS Regional Director
Interior Regions 6,7,8
Lakewood, CO
303 969 2503 office
209 347 6500 cell
Sent from mobile

From: Bies, Brandon
Sent: Tuesday, July 7, 2020 4:07:22 PM
To: Reynolds, Michael T
Cc: Hammond, Katharine (Kate) H ; Kirby, Kris M
Subject: Fw: [EXTERNAL] A note about Papago Park email to solicitor
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Please see below. I don't think there are any NPS interests here, but I don't have any understanding of whether there is any context to this that I'm missing. Could the region investigate and then respond appropriately, even if, as the SOL said, it is to say that we have no interests or formal role here?

Thanks
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Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Foster, Maureen D
Sent: Tuesday, July 7, 2020 4:52 PM
To: Caminiti, Mariagrazia ; Bies, Brandon
Cc: Milkman, Louise F ; Romanik, Peg A
Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor
I am adding Brandon from the NPS. He can see if someone in the regional office will respond.

Maureen D. Foster
Chief of Staff
Office of the Assistant Secretary
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Udall Interior Building
1849 C Street, NW; Room 3161
Washington, DC 20240

202.208.5970 (desk)
202.306.3845 (mobile)
202.208.4416 (main)

From: Caminiti, Mariagrazia

Sent: Tuesday, July 7, 2020 4:48 PM

To: Foster, Maureen D

Cc: Milkman, Louise F ; Romanik, Peg A

Subject: FW: [EXTERNAL] A note about Papago Park email to solicitor

Citizen email – Not sure we have a role in this, but if we can forward or respond that we have no authority(?) -- mg

Mariagrazia Caminiti

Executive Assistant

Office of the Solicitor

1849 C Street, NW, 6352

Washington, DC 20240

Direct: 202-208-3111

Cell: 202-528-0486

WCell: 202-359-2949

From: J. Deal

Sent: Tuesday, July 7, 2020 4:41 PM

To: Caminiti, Mariagrazia

Subject: [EXTERNAL] A note about Papago Park email to solicitor

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Ms. Marigrace Caminiti

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Note that a few years ago the voters passed the Phoenix Preserve Initiative restricting all development in certain parks. The voters of Tempe, which also received Papago Park lands, did likewise, to protect those lands. This was necessary to keep little official fingers away from desert habitat. Unfortunately, the Phoenix-owned lands of Papago Park were not included in that voter initiative, so the powers that be, at least those in control of Papago Park, continue to build roads, dump asphalt, move fences, build sheds, and develop areas which were once native Sonoran flora and fauna.

Perhaps you can suggest to the Solicitor that a NPS official from the Phoenix office talk to me -- and see for him/herself. I am doing this for my grandchildren and for my grandfather, who lived next to Papago Park from 1898 to 1908. I am doing this not just because of the current project, but because the city officials will surely want to take another bite out of the park as soon as the baseball facility is finished, if they can wait that long.

Oh yes, the terms of the contract are highly suspicious – the price is chickenfeed and the

terms are inconceivably injurious to the public and taxpayers. If I were a lawyer working for Phoenix or Scottsdale, I would be embarrassed. Also, take a look at the photo of the 'warehouse' being built at the entrance of the private facility (in the Solicitor's email). It is not even in the project plan! How in the name of all that is sacred could anybody do that?

I am writing an email to the Solicitor, which I will send separately. I hope that Mr. Jorjani will make local city officials do the unthinkable – respect public parks. Please help me with this effort to stop these people from cutting down palo verde trees and creosote bushes. The people of Arizona that enjoy desert habitat -- as well as the ground squirrels, rabbits, lizards, birds and coyotes – say 'thank you'.

Once again, I appreciate your work. Have a nice evening in these crazy times.

J. Arthur Deal
Jdeal@hotmail.com
602-695-5111

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To: [Milnor, Adam A](#)
Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor
Date: Wednesday, July 8, 2020 8:57:34 AM
Attachments: [image.png](#)

That makes sense. Thanks for sharing that bit of info!

Ericka Pilcher

RTCA Regional Program Manager

DOI Regions 6, 7, 8

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From: Milnor, Adam A
Sent: Wednesday, July 8, 2020 8:55 AM
To: Pilcher, Ericka J ; Putnam, Patrick A
Cc: Bolyard, Laura G
Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor
Ericka (and hi Patrick) -

To my knowledge this hasn't been an active RTCA project. I have limited access to records right now so I'm unable to check.

Likely the person reached out because from 1914 to 1930 it was "Papago-Saguaro National Monument" and managed by NPS before being transferred to the municipalities:

<https://www.nps.gov/sagu/learn/historyculture/upload/Papago-Saguaro-NM-Brief.pdf>

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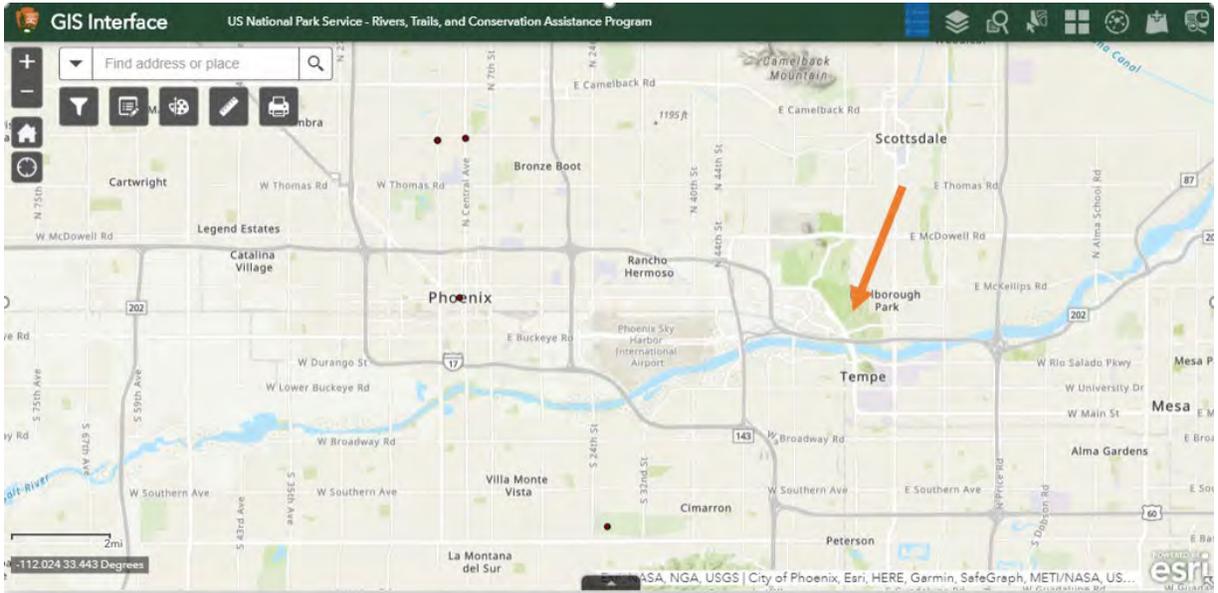
Hi Patrick,

Nice to e-meet you. I'm the new RTCA program manager (Regions 6,7,8).

I just reached out to Adam Milnor and Laura Bolyard in Tuscon to see if they have knowledge of the area.

Just relying on our database, it doesn't look like we've done any work in Papago Park but Laura and Adam may have additional info.

Let's be in touch on Wednesday,
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Once again, I appreciate your work. Have a nice evening in these crazy times.

**J. Arthur Deal
Jdeal@hotmail.com
602-695-5111**

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Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor
Date: Wednesday, July 8, 2020 9:04:37 AM

All,

The solicitor forwarded me a second message that they received from the same individual. I have pasted it below and attached a pic that was included.

From my cursory review, this looks like a Lands issue.

Thanks

Brandon

July 7, 2020

Mr. Daniel Jorjani,

Solicitor

Department of the Interior

Dear Sir:

On May 5th I contacted the Department of the Interior to request that it investigate the misuse of Papago Park lands formerly belonging to the US Government under the jurisdiction of your department. These lands were ceded to local city governments, as the DOI often does, with deed restrictions that state *“that the lands so granted will be used for municipal, park, recreation, or public-convenience purposes”*. This mandate had been painfully violated by the construction of a private, enclosed, restricted-access corporate facility in the Park.

On June 11th, I received an email from an employee of the DOI wanting to talk about my allegations. I responded on June 22, providing more details. On June 23rd I was informed that the case was closed and that there would be no investigation (fyi, Case# OI-HQ-20-0566-G). On June 24th I was told that my complaint “does not appear to have a DOI nexus. Pagago Park is not under the control or supervision of DOI.”. That, I must admit, it true. Lands that are sold or donated are usually no longer under the control of the seller.

I respectfully request that the Depart of the Interior reexamine the case and avail itself of its prerogative to verify compliance with its stated mandate. I feel that the case requires a broader and more authoritative perspective. I believe the integrity of the DOI and its long history of protecting federal lands – particularly those of the National Park System, are in jeopardy if third parties are allowed to blatantly violate restrictive covenants on former NPS lands.

By law, your Department has the right to investigate this case. When it is a matter of the

abuse and destruction of park lands, I believe the right to investigate mandates the obligation to do so. The federal authorities – now long dead – who transferred the park to local entities in 1964 understood the need to make it absolutely clear not only that the lands were to be used as a park, but that there would be grave consequences in the event of non-compliance. I quote from the deed of sale: *“The grantee agrees that a representative or a committee representing the United States of America may inspect Papago Park at any time for the purpose of determining whether stipulations and conditions here in set forth are being complied with”*.

This present case is just one more item in a long list of dubious “improvements” inflicted on Papago Park which always result in less park. I have sent dozens of emails to local officials about the financial and contractual irregularities of this project -- not to mention the ethical failings of giving part of a public park to a for-profit company – but it seems that complaining to the cities of Phoenix and Scottsdale about the mischief being done by the cities of Phoenix and Scottsdale is as productive as talking to my dog. I have even implied that I would accept this facility if the City of Phoenix would formally commit to a “no build” policy within a specified area of the park. I was ignored. That sad fact shows the extent of the problem; local city officials obviously don’t give a damn about the park nor do they have any fear of rebuke.

Before I continue, I would like to call your attention to the attached photo taken this week. Please notice the ugly, square gray building in the picture. This is part of the private baseball training facility being built in Papago Park, but it is not in the diagrams or plans for the project. They built it because they can, just like they are building on 42 instead of 36.75 acres specified in the contract. Oh yes, that eyesore in the picture -- which has the elegance and grace of a used tire warehouse -- is on main road at the entrance to the facility. Notice how well it blends in with the Sonoran desert landscape in the background.

I have done extensive legal research into deed restrictions and it seems that unless contrary to Civil Rights legislation or if there is a long history of violations, they are always enforceable, including all cases in which NPS lands were transferred to third parties. Note that the NPS website – referring to the 170,000 acres transferred to state and local governments since 1947 -- proclaims that those lands are a “public benefit conveyance (and) must be used for public park and recreational use in perpetuity”. In one case, Rockingham County wanted to take one acre of former NPS lands to build a public daycare center. It was only able to do so after the US Congress passed legislation (Public Law 101-479) removing the deed restrictions on a parcel of that land. Even when a public park has no deed restriction, it has been ruled (*Smith v. City of Westfield*) that “once land is permanently dedicated for such use to the benefit of the general public, the public obtains an interest in the land, which is irrevocable”. Deed restriction are serious business, except for officials in Phoenix and Scottsdale.

I will continue to oppose the destruction of Papago Park. I have limited financial resources, but my planned next step is to seek an injunction. I believe I have more than sufficient material to bring this issue before a court. Even if the DOI recluses itself, I will try to see

that the deed restrictions are respected and that public lands are available for use by the public. If legal precedent is any indication, I might even prevail. If not, then there will be a legal precedent for those who believe that deed restrictions on DOI lands are not to be taken seriously.

Thank you for your attention to this matter.

J. Arthur Deal

Jdeal@hotmail.com

602-695-5111

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Pilcher, Ericka J
Sent: Tuesday, July 7, 2020 11:26 PM
To: Reynolds, Michael T ; Bies, Brandon
Cc: Hammond, Katharine (Kate) H ; Kirby, Kris M ; Putnam, Patrick A ; Bolyard, Laura G ; Milnor, Adam A
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Date: Wednesday, July 8, 2020 9:40:00 AM

Good Morning Mike, I am reaching out to folks on the Papago issue here in Phoenix. Pretty interesting story behind the issue and the history of that area. If you don't mind, I would like to reach out to Mr. Deal and give him a local point of contact and a face to go with it. I could meet up with him at Papago and listen to his concerns and assure him that NPS is looking into the issue. I will hold off contacting him until I get your OK. I am also available for quick call if need be.

Patrick Putnam
Superintendent
Southern Arizona Office
NPS Region 8
602-350-1291

From: Reynolds, Michael T
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Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor
Thanks Patrick. Ericka Pilcher is a good RTCA contact (she's on the last note). Appreciate knowing if we do have any ties via grants (I know we don't have it in the system). Thanks!

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1849 C Street, NW; Room 3161
Washington, DC 20240

202.208.5970 (desk)
202.306.3845 (mobile)
202.208.4416 (main)

From: Caminiti, Mariagrazia
Sent: Tuesday, July 7, 2020 4:48 PM
To: Foster, Maureen D
Cc: Milkman, Louise F ; Romanik, Peg A
Subject: FW: [EXTERNAL] A note about Papago Park email to solicitor
Citizen email – Not sure we have a role in this, but if we can forward or respond that we have no authority(?) -- mg
Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: J. Deal
Sent: Tuesday, July 7, 2020 4:41 PM
To: Caminiti, Mariagrazia
Subject: [EXTERNAL] A note about Papago Park email to solicitor

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Ms. Marigrace Caminiti

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local city officials have no respect for the oldest and most historic park in Phoenix. In my lifetime the area accessible to the public has diminished considerably because city officials are constantly expanding projects into the native habitat of the park. This latest outrage – a closed private facility for a 3-billion dollar corporation – is just one more insult in a long list of misdeeds.

Note that a few years ago the voters passed the Phoenix Preserve Initiative restricting all development in certain parks. The voters of Tempe, which also received Papago Park lands, did likewise, to protect those lands. This was necessary to keep little official fingers away from desert habitat. Unfortunately, the Phoenix-owned lands of Papago Park were not included in that voter initiative, so the powers that be, at least those in control of Papago Park, continue to build roads, dump asphalt, move fences, build sheds, and develop areas which were once native Sonoran flora and fauna.

Perhaps you can suggest to the Solicitor that a NPS official from the Phoenix office talk to me -- and see for him/herself. I am doing this for my grandchildren and for my grandfather, who lived next to Papago Park from 1898 to 1908. I am doing this not just because of the current project, but because the city officials will surely want to take another bite out of the park as soon as the baseball facility is finished, if they can wait that long.

Oh yes, the terms of the contract are highly suspicious – the price is chickenfeed and the terms are inconceivably injurious to the public and taxpayers. If I were a lawyer working for Phoenix or Scottsdale, I would be embarrassed. Also, take a look at the photo of the ‘warehouse’ being built at the entrance of the private facility (in the Solicitor's email). It is not even in the project plan! How in the name of all that is sacred could anybody do that?

I am writing an email to the Solicitor, which I will send separately. I hope that Mr. Jorjani will make local city officials do the unthinkable – respect public parks. Please help me with this effort to stop these people from cutting down palo verde trees and creosote bushes. The people of Arizona that enjoy desert habitat -- as well as the ground squirrels, rabbits, lizards, birds and coyotes – say ‘thank you’.

Once again, I appreciate your work. Have a nice evening in these crazy times.

J. Arthur Deal
Jdeal@hotmail.com
602-695-5111

Re_ [EXTERNAL] A note about Papago Park email t...(4).pdf

From: [Putnam, Patrick A](#)
To: [Pilcher, Ericka J](#); [Bies, Brandon](#); [Reynolds, Michael T](#)
Cc: [Hammond, Katharine \(Kate\) H](#); [Kirby, Kris M](#); [Bolyard, Laura G](#); [Milnor, Adam A](#)
Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor
Date: Wednesday, July 8, 2020 6:32:30 PM

Thanks Erika, sorry I missed your call. I talked with Adam Milnor this morning and left a message with Mr. Deal. I will give you a call tomorrow Erika. Thanks for your help.

Patrick Putnam
Superintendent
Southern Arizona Office
NPS Region 8
602-350-1291

From: Pilcher, Ericka J
Sent: Wednesday, July 8, 2020 4:20 PM
To: Bies, Brandon ; Reynolds, Michael T
Cc: Hammond, Katharine (Kate) H ; Kirby, Kris M ; Putnam, Patrick A ; Bolyard, Laura G ; Milnor, Adam A
Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor
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Papago Saguaro National Monument

CULTURAL RESOURCES EXPERIENCE YOUR AMERICA TM FEBRUARY 2016

Introduction Saguaro National Monument (made a National Park in 1994) wasn't the first Park

Service unit dedicated to the conservation

www.nps.gov

Ericka Pilcher

RTCA Regional Program Manager

DOI Regions 6, 7, 8

(serving Arizona, Colorado, Montana, New Mexico, Oklahoma, Texas, Utah, Wyoming)

National Park Service
Rivers, Trails & Conservation Assistance Program
12795 W Alameda Parkway
Lakewood, CO 80228
303-969-2855 (office)
720-527-3036 (cell)
www.nps.gov/rtca

From: Bies, Brandon
Sent: Wednesday, July 8, 2020 9:04 AM
To: Pilcher, Ericka J ; Reynolds, Michael T
Cc: Hammond, Katharine (Kate) H ; Kirby, Kris M ; Putnam, Patrick A ; Bolyard, Laura G ; Milnor, Adam A
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From my cursory review, this looks like a Lands issue.

Thanks

Brandon

July 7, 2020

**Mr. Daniel Jorjani,
Solicitor**

Department of the Interior

Dear Sir:

On May 5th I contacted the Department of the Interior to request that it investigate the misuse of Papago Park lands formerly belonging to the US Government under the jurisdiction of your department. These lands were ceded to local city governments, as the DOI often does, with deed restrictions that state *“that the lands so granted will be used for municipal, park, recreation, or public-convenience purposes”*. This mandate had been painfully violated by the construction of a private, enclosed, restricted-access corporate facility in the Park.

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By law, your Department has the right to investigate this case. When it is a matter of the abuse and destruction of park lands, I believe the right to investigate mandates the obligation to do so. The federal authorities – now long dead – who transferred the park to local entities in 1964 understood the need to make it absolutely clear not only that the lands were to be used as a park, but that there would be grave consequences in the event of non-compliance. I quote from the deed of sale: *“The grantee agrees that a representative or a committee representing the United States of America may inspect Papago Park at any time for the purpose of determining whether stipulations and conditions here in set forth are being complied with”*.

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Rockingham County wanted to take one acre of former NPS lands to build a public daycare center. It was only able to do so after the US Congress passed legislation (Public Law 101-479) removing the deed restrictions on a parcel of that land. Even when a public park has no deed restriction, it has been ruled (*Smith v. City of Westfield*) that “once land is permanently dedicated for such use to the benefit of the general public, the public obtains an interest in the land, which is irrevocable”. Deed restriction are serious business, except for officials in Phoenix and Scottsdale.

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Thank you for your attention to this matter.

J. Arthur Deal

Jdeal@hotmail.com

602-695-5111

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Pilcher, Ericka J
Sent: Tuesday, July 7, 2020 11:26 PM
To: Reynolds, Michael T ; Bies, Brandon
Cc: Hammond, Katharine (Kate) H ; Kirby, Kris M ; Putnam, Patrick A ; Bolyard, Laura G ; Milnor, Adam A
Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor Mike and Brandon,

I will check the RTCA database for any past RTCA project work area, and will chat with Laura Bolyard and Adam Milnor (RTCA Tuscon) to see if they have knowledge of the area, or RTCA past project work in the area.

We'll be in touch on Wednesday,
Ericka

Ericka Pilcher

RTCA Regional Program Manager

DOI Regions 6, 7, 8

(serving Arizona, Colorado, Montana, New Mexico, Oklahoma, Texas, Utah, Wyoming)

National Park Service

Rivers, Trails & Conservation Assistance Program

12795 W Alameda Parkway

Lakewood, CO 80228

303-969-2855 (office)

720-527-3036 (cell)

www.nps.gov/rtca

From: Reynolds, Michael T

Sent: Tuesday, July 7, 2020 5:31 PM

To: Bies, Brandon

Cc: Hammond, Katharine (Kate) H ; Kirby, Kris M ; Putnam, Patrick A ; Pilcher, Ericka J

Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor

It might be an RTCA Grant recipient in the past. We will ask our southern Arizona folks and RTCA and get a draft response to you.

Michael Reynolds

NPS Regional Director

Interior Regions 6,7,8

Lakewood, CO

303 969 2503 office

209 347 6500 cell

Sent from mobile

From: Bies, Brandon

Sent: Tuesday, July 7, 2020 4:07:22 PM

To: Reynolds, Michael T

Cc: Hammond, Katharine (Kate) H ; Kirby, Kris M

Subject: Fw: [EXTERNAL] A note about Papago Park email to solicitor

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Cc: Milkman, Louise F ; Romanik, Peg A
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Maureen D. Foster
Chief of Staff
Office of the Assistant Secretary
for Fish and Wildlife and Parks
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Re_ [EXTERNAL] A note about Papago Park email t...(5).pdf

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Cc: [Hammond, Katharine \(Kate\) H](#); [Putnam, Patrick A](#); [Bolyard, Laura G](#); [Milnor, Adam A](#)
Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor
Date: Thursday, July 9, 2020 6:55:37 AM

Kris,

Thanks for the quick research on everyone's part. At this point, you all can take it from here and respond direct; the SOL just needs to know that he is being responded to, and I will relay that. SOL also asked that Mr. Deal be given an NPS POC, but since Patrick has reached out and left a message, sounds like that box has been checked as well.

Good luck from here, and thanks again.

Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Kirby, Kris M
Sent: Wednesday, July 8, 2020 8:33 PM
To: Pilcher, Ericka J ; Bies, Brandon ; Reynolds, Michael T
Cc: Hammond, Katharine (Kate) H ; Putnam, Patrick A ; Bolyard, Laura G ; Milnor, Adam A
Subject: RE: [EXTERNAL] A note about Papago Park email to solicitor

Ericka –

Thank you for tracking this down.

Brandon –

It looks like Papago is (or was) a municipal park of Phoenix/Tempe since at least 1930. We will draft a response explaining the history and redirect Mr. Deal to the municipal government and include the attachment that Ericka sent which further explains the history of the park. Is there a specific format we should use since this was sent to the Solicitor or would you like us to send an email directly to Mr. Deal?

Thanks,

Kris

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Sent: Wednesday, July 8, 2020 5:20 PM
To: Bies, Brandon ; Reynolds, Michael T
Cc: Hammond, Katharine (Kate) H ; Kirby, Kris M ; Putnam, Patrick A ; Bolyard, Laura G ; Milnor, Adam A

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Ericka Pilcher

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Rivers, Trails & Conservation Assistance Program

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From: Bies, Brandon <Brandon_Bies@nps.gov>

Sent: Wednesday, July 8, 2020 9:04 AM

To: Pilcher, Ericka J <ericka_pilcher@nps.gov>; Reynolds, Michael T <Michael_Reynolds@nps.gov>

Cc: Hammond, Katharine (Kate) H <Kate_Hammond@nps.gov>; Kirby, Kris M <Kris_Kirby@nps.gov>; Putnam, Patrick A <patrick_putnam@nps.gov>; Bolyard, Laura G <Laura_Bolyard@nps.gov>; Milnor, Adam A <adam_milnor@nps.gov>

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Michael Reynolds
NPS Regional Director
Interior Regions 6,7,8
Lakewood, CO
303 969 2503 office
209 347 6500 cell
Sent from mobile

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Sent: Tuesday, July 7, 2020 4:52 PM

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Cc: Milkman, Louise F <louise.milkman@sol.doi.gov>; Romanik, Peg A <PEG.ROMANIK@sol.doi.gov>

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From: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>

Sent: Tuesday, July 7, 2020 4:48 PM

To: Foster, Maureen D <maureen_foster@ios.doi.gov>

Cc: Milkman, Louise F <louise.milkman@sol.doi.gov>; Romanik, Peg A <PEG.ROMANIK@sol.doi.gov>

Subject: FW: [EXTERNAL] A note about Papago Park email to solicitor

Citizen email – Not sure we have a role in this, but if we can forward or respond that we have no authority(?) -- mg

Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: J. Deal <jdeal@hotmail.com>

Sent: Tuesday, July 7, 2020 4:41 PM

To: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>

Subject: [EXTERNAL] A note about Papago Park email to solicitor

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Ms. Marigrace Caminiti

Thank you for talking to me yesterday. I am deeply distressed with the destruction being inflicted on Papago Park nearby – one that happened to be DOI lands in times past. Our local city officials have no respect for the oldest and most historic park in Phoenix. In my lifetime the area accessible to the public has diminished considerably because city officials are constantly expanding projects into the native habitat of the park. This latest

outrage – a closed private facility for a 3-billion dollar corporation – is just one more insult in a long list of misdeeds.

Note that a few years ago the voters passed the Phoenix Preserve Initiative restricting all development in certain parks. The voters of Tempe, which also received Papago Park lands, did likewise, to protect those lands. This was necessary to keep little official fingers away from desert habitat. Unfortunately, the Phoenix-owned lands of Papago Park were not included in that voter initiative, so the powers that be, at least those in control of Papago Park, continue to build roads, dump asphalt, move fences, build sheds, and develop areas which were once native Sonoran flora and fauna.

Perhaps you can suggest to the Solicitor that a NPS official from the Phoenix office talk to me -- and see for him/herself. I am doing this for my grandchildren and for my grandfather, who lived next to Papago Park from 1898 to 1908. I am doing this not just because of the current project, but because the city officials will surely want to take another bite out of the park as soon as the baseball facility is finished, if they can wait that long.

Oh yes, the terms of the contract are highly suspicious – the price is chickenfeed and the terms are inconceivably injurious to the public and taxpayers. If I were a lawyer working for Phoenix or Scottsdale, I would be embarrassed. Also, take a look at the photo of the ‘warehouse’ being built at the entrance of the private facility (in the Solicitor's email). It is not even in the project plan! How in the name of all that is sacred could anybody do that?

I am writing an email to the Solicitor, which I will send separately. I hope that Mr. Jorjani will make local city officials do the unthinkable – respect public parks. Please help me with this effort to stop these people from cutting down palo verde trees and creosote bushes. The people of Arizona that enjoy desert habitat -- as well as the ground squirrels, rabbits, lizards, birds and coyotes – say ‘thank you’.

Once again, I appreciate your work. Have a nice evening in these crazy times.

**J. Arthur Deal
Jdeal@hotmail.com
602-695-5111**

RE_ [EXTERNAL] A note about Papago Park email t..._1.pdf

From: [Caminiti, Mariagrazia](#)
To: [Bies, Brandon](#)
Subject: RE: [EXTERNAL] A note about Papago Park email to solicitor
Date: Thursday, July 9, 2020 7:36:34 AM

Thank you Brandon. Appreciate the update. I'll leave it in NPS's hands.

Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: Bies, Brandon
Sent: Thursday, July 9, 2020 8:57 AM
To: Caminiti, Mariagrazia
Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor

Mariagrazia,

Yesterday, the Superintendent of the Southern Arizona group reached out to Mr. Deal and left him a v/m. They are also in the process of preparing a direct written response to him. I've told them that they can take it from here without any further SOL involvement, but let me know if you feel otherwise.

Thanks
Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>
Sent: Wednesday, July 8, 2020 11:53 AM
To: Bies, Brandon <Brandon_Bies@nps.gov>
Subject: RE: [EXTERNAL] A note about Papago Park email to solicitor

Brandon,

Mr. Deal called me to find out if there is a poc he can talk to somewhere in DOI. mg

Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: Bies, Brandon <Brandon_Bies@nps.gov>

Sent: Tuesday, July 7, 2020 6:06 PM

To: Foster, Maureen D <maureen_foster@ios.doi.gov>; Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>

Cc: Milkman, Louise F <louise.milkman@sol.doi.gov>; Romanik, Peg A <PEG.ROMANIK@sol.doi.gov>

Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor

I'll forward to the region. If you don't hear back from me - assume they are handling.

Brandon

Brandon S. Bies

Deputy Chief of Staff (Acting)

National Park Service

202-439-7330 (cell)

From: Foster, Maureen D <maureen_foster@ios.doi.gov>

Sent: Tuesday, July 7, 2020 4:52 PM

To: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>; Bies, Brandon <Brandon_Bies@nps.gov>

Cc: Milkman, Louise F <louise.milkman@sol.doi.gov>; Romanik, Peg A <PEG.ROMANIK@sol.doi.gov>

Subject: Re: [EXTERNAL] A note about Papago Park email to solicitor

I am adding Brandon from the NPS. He can see if someone in the regional office will respond.

Maureen D. Foster

Chief of Staff

Office of the Assistant Secretary
for Fish and Wildlife and Parks

Udall Interior Building

1849 C Street, NW; Room 3161

Washington, DC 20240

202.208.5970 (desk)

202.306.3845 (mobile)

202.208.4416 (main)

From: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>

Sent: Tuesday, July 7, 2020 4:48 PM

To: Foster, Maureen D <maureen_foster@ios.doi.gov>

Cc: Milkman, Louise F <louise.milkman@sol.doi.gov>; Romanik, Peg A <PEG.ROMANIK@sol.doi.gov>

Subject: FW: [EXTERNAL] A note about Papago Park email to solicitor

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Mariagrazia Caminiti

Executive Assistant

Office of the Solicitor

1849 C Street, NW, 6352

Washington, DC 20240

Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: J. Deal <jdeal@hotmail.com>
Sent: Tuesday, July 7, 2020 4:41 PM
To: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>
Subject: [EXTERNAL] A note about Papago Park email to solicitor

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Once again, I appreciate your work. Have a nice evening in these crazy times.

J. Arthur Deal

Jdeal@hotmail.com

602-695-5111

Re_ [EXTERNAL] Re_ Papago Park and NPS.pdf

From: [Putnam, Patrick A](#)
To: [J. Deal](#)
Cc: [Friends of Papago Park](#)
Subject: Re: [EXTERNAL] Re: Papago Park and NPS
Date: Monday, July 13, 2020 9:45:53 AM

How does Wednesday look? I am pretty open. I will be on annual Leave Thursday and Friday.

Patrick Putnam
Superintendent
Southern Arizona Office
NPS Region 8
602-350-1291

From: J. Deal
Sent: Saturday, July 11, 2020 2:56 PM
To: Putnam, Patrick A
Cc: Friends of Papago Park
Subject: [EXTERNAL] Re: Papago Park and NPS

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Thank you, Mr. Putnam. I really look forward to talking with you. I would also like to also invite Lasse, from the "Friends of Papago Park" group, to be present.

Considering the idea that a picture is worth a thousand words, I suggest we meet on site, at 64th street and McDowell, in the parking lot of the softball facility off Oak, behind the National Guard. The best times for me are in the afternoon, even in the summer. Any day is good for me, the sooner the better - you choose at your convenience. If you would prefer to meet in your office, that is fine, too (it is really hot outside).

Best Regards,

J. Arthur Deal

From: Putnam, Patrick A
Sent: Friday, July 10, 2020 5:09 PM
To: Jdeal@hotmail.com
Subject: Papago Park and NPS

Good morning Mr. Deal. My name is Patrick Putnam and I am the National Park Service Superintendent from the Southern Arizona Office. I left you a phone message earlier this week asking if you would like to get together either by phone or in person to discuss Papago Park

and NPS history and authorities. I am very interested in your knowledge of the area and would even like to go to the field and look at the site together. Please let me know if you are interested. Thanks again and my contact information is at the bottom of this email.

Patrick Putnam

Superintendent

Southern Arizona Office

NPS Region 8

602-350-1291

Papago Park.pdf

From: [Putnam, Patrick A](#)
To: [J. Deal](#)
Subject: Papago Park

How about 4pm in the parking lot of the softball facility on 64th? I drive an old silver toyota pickup.

I will most likely be driving a white Honda Pilot, see you there!!

Re_ [EXTERNAL] Re_ Papago Park and NPS(1).pdf

From: [J. Deal](#)
To: [Putnam, Patrick A](#)
Subject: Re: [EXTERNAL] Re: Papago Park and NPS
Date: Monday, July 13, 2020 5:41:36 PM

Great. 4pm on Wednesday. I will wear a mask and observe social distancing. See you then.
Thank you, Mr. Putnam.
J.

From: Putnam, Patrick A
Sent: Monday, July 13, 2020 11:33 PM
To: J. Deal
Subject: Re: [EXTERNAL] Re: Papago Park and NPS
Sounds good, I will see you there!

Patrick Putnam
Superintendent
Southern Arizona Office
NPS Region 8
602-350-1291

From: J. Deal
Sent: Monday, July 13, 2020 10:41 AM
To: Putnam, Patrick A
Subject: Re: [EXTERNAL] Re: Papago Park and NPS
Mr. Putnam, Wednesday is good. How about 4pm in the parking lot of the softball facility on 64th? I drive an old silver toyota pickup. As you know, it will be hot --- I wish I could turn down the thermometer about 20 degrees, but that is Arizona in the Summer. Once again, I appreciate you and your department looking into this matter.
Please confirm if this time is OK.
J. Arthur Deal
,

From: Putnam, Patrick A
Sent: Monday, July 13, 2020 3:45 PM
To: J. Deal
Cc: Friends of Papago Park
Subject: Re: [EXTERNAL] Re: Papago Park and NPS
How does Wednesday look? I am pretty open. I will be on annual Leave Thursday and Friday.

Patrick Putnam
Superintendent

Southern Arizona Office
NPS Region 8
602-350-1291

From: J. Deal
Sent: Saturday, July 11, 2020 2:56 PM
To: Putnam, Patrick A
Cc: Friends of Papago Park
Subject: [EXTERNAL] Re: Papago Park and NPS

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Best Regards,

J. Arthur Deal

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To: Jdeal@hotmail.com
Subject: Papago Park and NPS

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Patrick Putnam
Superintendent
Southern Arizona Office
NPS Region 8
602-350-1291

Papago Park(1).pdf

From: [Putnam, Patrick A](#)
To: [J. Deal](#)
Subject: Papago Park
Date: Wednesday, July 15, 2020 4:07:15 PM

64th and McDowell?
Get [Outlook for iOS](#)

[EXTERNAL] Papago Park meeting yesterday.pdf

From: [J. Deal](#)
To: [Putnam, Patrick A](#)
Subject: [EXTERNAL] Papago Park meeting yesterday
Date: Thursday, July 16, 2020 11:24:56 AM
Attachments: [Masterlease CON148862-0 city phx to scottsdale p1-36.pdf](#)
[Masterlease CON148862-0 city phx to scottsdale p37-54.pdf](#)
[Masterlease CON148862-0 city phx to scottsdale p55-173 compressed80.pdf](#)

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

July 16, 2020

Mr. Patrick Putnam
Superintendent
Southern Arizona Office
National Park Service

Dear Sir:

Thank you for one hour of your valuable time yesterday for us to explain why we believe the Papago Park baseball facility project is incompatible – and thus illegal – with the stipulations in title documents for that park -- all of which declare that those lands are to be used as a public park.

One needs to look no further than the 2018 Lease document, from Phoenix (Contract CON148862-0) to Scottsdale (Contract 2018-201-COS) to substantiate this fact. This 173-page contract is attached, in three parts due to file size limitations, as follows:

Pages 1 to 36 – the lease itself (pages 1 to 26), with terms, conditions and stipulations between the two parties. This section includes Exhibit A (pages 27-29) with a legal description of 36.75 acre land; Exhibit B (page30) presenting a diagram of land area; Exhibit C (page 31) showing a Conceptual Trail Plan; Exhibit D (page 32) with an Enlarged Site Plan; and Exhibit E (pages 33-36) presenting Insurance requirements.

Pages 37 to 54 – This section , collectively termed Exhibit F, contains five historical title documents relating to Papago Park lands ceded by the US government, as follows: Exhibit F (pages 37-39) containing the **Act of April 7, 1932** abolishing Papago Saguaro National Monument and transferring the land to the State of Arizona; Exhibit F (pages 40), containing the 1957 **Certificate of Approval of Transfer and Change of Use**, authorized by the US Secretary of the Interior; Exhibit F (pages 41-43) contains the **Patent** Transfer to Phoenix for city park only, stipulating 1964 Civil Rights conditions; Exhibit F (pages 44-49) is the 1964 **Deed** from State of Arizona to city of Phoenix with description of property, use restrictions, permitted leases and prohibitions; and Exhibit F (pages 50-54) contains the **Certificate of Purchase** with Conditions and requirements.

Pages 55 -173 – This is the 2010 Papago Park Regional Master Plan, included in its entirety.

The Sublease document, from the City of Scottsdale to the Giants LLC, basically mirrors the

Master Lease, with minor variations in terms and financial conditions.

The astonishing thing is that all of the title documents presented in Exhibit F contain deed restrictions requiring that Papago Park lands be used for, I quote, park and recreational uses, city park only and municipal, park, recreation, or public-convenience purposes. Inexplicably, Article 18.2.6 (e) of the Lease states that Phoenix has no knowledge of any restrictions, claims or reservations that would affect the Facility, except that enumerated in Exhibit F. It is almost like they didn't read their own document, or the people who added Exhibit F to the Lease never talked to the people who wrote first 36 pages. Even the severity of the penalty included in the title documents in case park lands are not used as intended does not seem to register with city officials.

To add insult to injury, the lease in its first page contains a statement about the following the 2010 Master Plan – which is included in the Lease (Pages 55-173) – yet that document makes no mention of building a baseball training facility or of expanding the old baseball field area.

It appears that the lease is a pro forma document divorced from reality. There seems to be an informal arrangement between the three parties that dictates the terms and execution of the project. I refer not just to the appalling financial terms, but the fact that the construction itself is not being governed by the technical schema included in the lease, in terms of buildings or extent. Yesterday, before our meeting, I obtained a fairly recent satellite photo and was able to calculate the area of this project. The private, enclosed compound under construction now appears to occupy 45.6 acres (see attached photo), not the 42 that I had estimated, much less the 36.75 acres in the Lease. Compare that photo with the diagram in Exhibit B (page 30). So another 8.6 acres of native habitat is destroyed. Then there is that parody of an “overflow” parking lot (never used) that was dumped north of the softball facility which was supposed to be in the 36.75 acre project area – resulting in another 2-3 acres of desert obliterated. It never ends.

As I told you, the problem is not just this project; it is the sad fact that this encroachment on simple, plain desert landscape like that which we walked through has been going on for years. City officials do not seem to consider the desert areas of Papago Park to be a park, but rather a land resource to be used as needed for any scheme that meets their fancy. This is why the people of Phoenix passed the Phoenix Parks and Preserve Initiative – to save desert lands from developments like this. Unfortunately, Papago Park, our most historic park was not included in this legislation.

According to its website, the Department of the Interior (DOI) conserves and manages the Nation's natural resources and cultural heritage for the benefit and enjoyment of the American people, not private corporations. Article 4, § 3, Cl. 2 of the US Constitution provides that "The Congress shall have Power to dispose of and make all needful Rules and Regulations respecting the Territory and other Property belonging to the United States." The power over the public land thus entrusted to Congress is without limitations (United States v. Gratiot, 14 Pet. 526, 537. The NPS website states that since its inception in 1949, the Lands to Parks program has transferred about 184,000 acres of land to state and local governments for parks and recreation use. It also says that the National Park Service continues to work with communities to ensure this land remains available and used for public parks and recreation in perpetuity and to protect important natural and cultural resources. I ask that the DOI use those powers conferred to it to save Papago Park. Please don't make me ask the NPS to revise that acreage to 183,954.4 acres.

Once again, thank you for listening to our views on this issue, for asking relevant questions and requesting copies of documents relating to the history and intended use of Papago Park.

J. Arthur Deal

XX

From: Putnam, Patrick A
Sent: Monday, July 13, 2020 3:45 PM
To: J. Deal
Cc: Friends of Papago Park
Subject: Re: [EXTERNAL] Re: Papago Park and NPS
How does Wednesday look? I am pretty open. I will be on annual Leave Thursday and Friday.

Patrick Putnam
Superintendent
Southern Arizona Office
NPS Region 8
602-350-1291

From: J. Deal
Sent: Saturday, July 11, 2020 2:56 PM
To: Putnam, Patrick A
Cc: Friends of Papago Park
Subject: [EXTERNAL] Re: Papago Park and NPS

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J. Arthur Deal

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Sent: Friday, July 10, 2020 5:09 PM
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Patrick Putnam

Superintendent

Southern Arizona Office

NPS Region 8

602-350-1291

Masterlease CON148862-0 city phx to scottsdale.pdf

LEASE OF PAPAGO BASEBALL FACILITY**BY THE CITY OF SCOTTSDALE**

THIS LEASE OF THE PAPAGO BASEBALL FACILITY ("Lease") by and between the CITY OF PHOENIX, an Arizona municipal corporation (hereinafter "Landlord" or "Phoenix"), and the City of Scottsdale, an Arizona municipal corporation (hereinafter "Tenant" or "Scottsdale") is entered into as of Nov. 26, 2018 ("Effective Date"). Phoenix and Scottsdale are individually referred to as a "Party" and collectively as the "Parties."

RECITALS

A. Phoenix owns the Papago Baseball Facility located at 1802 N. 64th Street, Phoenix, Arizona, 85008 including all existing major league baseball fields, clubhouse, batting cages, parking areas and other improvements located thereon (collectively, the "Facility") on property legally described on **Exhibit "A"** and depicted on **Exhibit "B"**, both attached hereto and incorporated herein by this reference.

B. The Facility is currently being used by Phoenix for youth and adult baseball, and for foreign professional baseball teams.

C. Indian School Park practice fields in Scottsdale have been used by the San Francisco Giants Baseball Club, LLC ("Giants") since 1986, but have proved to be inadequate for the expansion of year round Giants' Player Development Program.

D. Phoenix has agreed to lease the Facility to Scottsdale, which will grant rights to sublease the Facility to the Giants so that the Giants' Player Development Program can be moved to the Facility from Indian School Park. Phoenix has agreed to this grant of rights to sublease.

ARTICLE 1 - FACILITY LEASE; TERM

1.1 **Grant of Facility Lease.** Phoenix hereby leases to Scottsdale and Scottsdale hereby leases from Phoenix, upon and in consideration of the terms and conditions contained herein, the Facility in the condition in which it exists as of the Effective Date. The Parties anticipate that Scottsdale will enter into a sublease arrangement with the Giants who will make substantial improvements to the Facility and will move its year-round Player Development Program to the Facility. This lease and any sublease shall be subject to all of the provisions of this Lease and in addition, the following:

- (a) Present and future building restrictions and regulations, master plans, zoning laws, ordinances, resolutions and regulations of the City of Phoenix ("City Regulations"), but with respect to any future City Regulations, only to the extent the same are enacted and applied uniformly and consistently to similar classes of property or similar uses.

(b) Present and future ordinances, laws, regulations and orders of all boards, bureaus, commissions, and bodies of any county, state, or federal authority now or hereafter having jurisdiction over the Land.

Upon receipt of confirmation of the sublease arrangement to the Giants, referenced above, Phoenix acknowledges and agrees that no decision, waiver, approval, disapproval, notice or communication involving Scottsdale and required or otherwise provided in this Lease shall be effective without joinder with the Giants.

1.2 **Term.** The term of this Lease ("Term") is thirty five (35) years, which will commence on December 1, 2018, the "Commencement Date", and expire at 12:00 midnight on November 30, 2053.

1.3 **Extensions.** The Term may be extended for two (2) five (5) year periods subject to consent by Phoenix City Council and Scottsdale City Council, which either may withhold in its sole and absolute discretion.

1.4 **Condition of Facility at Commencement Date.** Promptly after the Effective Date, Phoenix and Scottsdale shall, together, inspect the Facility. Phoenix acknowledges and agrees that during the period between the Effective Date and the Commencement Date, Phoenix will take good care of the Facility, make, or cause to be made, all commercially reasonable repairs thereto, interior and exterior, structural and nonstructural, foreseen and unforeseen, and take all commercially reasonable steps to maintain and keep, or cause to be maintained and kept, the Facility and the fields, sidewalks, curbs, adjacent rights-of-way, and landscaping in good and debris-free order, repair, and condition in accordance with applicable City of Phoenix ordinances, and shall deliver the Facility to Scottsdale on the Commencement Date in such condition, except that Scottsdale recognizes that Phoenix will not oversee the Facility in the Fall of 2018.

1.5 **Tenant's Right to Terminate.** Scottsdale has the right to terminate the Lease in any year for any reason, subject to a one year notification period provided the Facility is free and clear of all claims, liens, and encumbrances, including subleases and concession contracts, and in at least as good repair as on the Commencement Date.

ARTICLE 2 - RENT; ADDITIONAL PAYMENTS; TAXES AND ASSESSMENTS

2.1 **Lease Payments.** Scottsdale shall pay to Phoenix lease payments annually ("Lease Payments"), beginning on the first day of December, 2018. Subsequent payments shall be made by Scottsdale to Phoenix on the same day (or the next business day, if such day is not a business day) of each year thereafter until the Term expires. Scottsdale shall pay the Lease Payments to Phoenix to:

City of Phoenix
Parks and Recreation Department
200 West Washington
Phoenix, AZ 85003
Attention: Accounting Supervisor

or to such other address as Phoenix may designate by written notice to Scottsdale, in lawful money of the United States of America or by check supported by good and immediately available funds.

2.2 **Payment Schedule.** Lease payments shall be made according to the following schedule:

Lease Year	Calendar	Lease Payment
1	2019	\$ 0
2	2020	\$ 0
3	2021	\$ 0
4	2022	\$ 50,000
5	2023	\$ 50,000
6	2024	\$ 50,000
7	2025	\$ 50,000
8	2026	\$ 50,000
9	2027	\$ 50,000
10	2028	\$ 50,000
11	2029	\$ 50,000
12	2030	\$ 50,000
13	2031	\$ 50,000
14	2032	\$ 65,000
15	2033	\$ 65,000
16	2034	\$ 65,000
17	2035	\$ 65,000
18	2036	\$ 65,000
19	2037	\$ 65,000
20	2038	\$ 65,000
21	2039	\$ 65,000
22	2040	\$ 65,000
23	2041	\$ 65,000
24	2042	\$ 70,000
25	2043	\$ 70,000
26	2044	\$ 70,000
27	2045	\$ 70,000
28	2046	\$ 70,000
29	2047	\$ 75,000
30	2048	\$ 75,000
31	2049	\$ 75,000
32	2050	\$ 75,000
33	2051	\$ 75,000

34	2052	\$	75,000
35	2053	\$	75,000

2.3 Perimeter Trail; Overflow Parking Lot; Substitute Fields.

2.3.1 Scottsdale will design and construct to Phoenix specifications a new perimeter walking trail, as illustrated on **Exhibit "C"** attached hereto and incorporated herein by this reference. The trail will be a minimum of 4 feet wide and constructed of native soil according to Phoenix standards. The trail design will be submitted to Phoenix for approval no later than November 30, 2019 and construction will be completed no later than January 31, 2021.

2.3.2 Scottsdale or its sublessee will construct a new overflow parking lot with a minimum of 110 spaces to be located east of the existing parking lot, as illustrated on **Exhibit "D"** attached hereto and incorporated herein by this reference and in conformance with all City of Phoenix requirements. Plans for the parking lot will be submitted to Phoenix for approval no later than November 30, 2019 and construction will be completed no later than January 31, 2021. Scottsdale or its sublessee will maintain the overflow parking lot at its sole cost and expense.

2.3.3 No later than January 1, 2021 and for the remainder of the Term, Scottsdale will make the Facility, a baseball practice facility located at the southeast corner of Camelback Road and Hayden Road in Scottsdale commonly referred to as Indian School Park ("Park") and Scottsdale Stadium ("Stadium") available to youth and adult organizations currently utilizing the fields at the three facilities combined under similar, reasonable terms, when such facilities are not in use by the Giants.

(a) No later than April 1, 2021, the Park will generally be made available during the spring, summer and fall seasons to youth and adult organizations on a reservation basis, subject to mutual agreement of the Parties. Scottsdale will maintain the Park at its cost throughout the term.

(b) The Stadium will be made available on a reservation basis after spring training season up to the beginning of the Fall League occurring in the fall of each year, subject to mutual agreement of the Parties. Scottsdale will maintain the Stadium at its cost throughout the term.

(c) The Facility will be made available pursuant to the terms of Article 6.

2.4 Taxes and Assessments. Scottsdale shall be responsible for and shall pay as additional payments during the Term ("Additional Payments") before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof, all taxes, assessments, fees, charges or other impositions applicable to or imposed on the Facility or related to any Giants game or event or any use or rights under this Lease, including without limitation all income, lease, sales and transaction privilege taxes, related to or on account of the operations and use rights granted to and exercised by any sublessee under this Lease.

2.5 Other Additional Payments – Operating and Maintenance Costs. At its sole cost and expense, Scottsdale will operate, repair and maintain the Facility, and pay for all

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services related to such use, including all water and sewer rates and charges, charges for public utility, excises, levies, licenses, permit fees, and costs of construction, alterations, repairs, and reconstruction, as hereinafter provided, which may arise or become due during the Term hereof.

2.6 Government Property Lease Excise Tax. Scottsdale acknowledges that the Facility will be used throughout the Term of the Lease for a governmental activity pursuant to A.R.S. Section 42-6208(1). Accordingly, the Parties hereby agree that the Facility is exempt from the Government Property Lease Excise Tax as set forth under A.R.S. Section 42-6201 through 42-6210. Additionally, Scottsdale agrees to promptly provide any information or documentation requested by Phoenix in order for Phoenix to comply with its obligations as a government lessor under the GPLET statutes, A.R.S. Sections 42-6201 through 42-6210.

ARTICLE 3 – INSURANCE

3.1 Tenant Obligation to Insure. Scottsdale will provide insurance coverage outlined in **Exhibit “E”** attached hereto and incorporated herein by this reference, directly or will require each sublessee and its subcontractors to provide the coverage under **Exhibit “E”** on a primary basis naming Phoenix and Scottsdale as loss payees and additional insureds. Property insurance for buildings under construction shall be insured by each sublessee or its subcontractor until construction is completed. Thereafter, Scottsdale may insure the buildings on the blanket property insurance of Scottsdale with Phoenix listed as loss payee to the extent of its title interest. Notwithstanding the foregoing, Scottsdale will require that its sublessees and contractors procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with activities at the Facility by such sublessee or contractor or their agents, representatives, employees or contractors in accordance with the requirements set forth in **Exhibit “E”**.

ARTICLE 4 – SURRENDER

4.1 Upon the expiration or sooner termination of the Term or of Scottsdale's right to possession, Scottsdale will remove all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind and nature kept or installed at the Facility by Scottsdale. Scottsdale agrees that in the event of damage to the Facility due to such removal, Scottsdale shall repair any damage to the Facility caused by such removal. Upon the termination or expiration of this Lease, or upon the termination of Scottsdale's right of possession, whether by lapse of time or otherwise, Scottsdale will at once surrender possession of the Facility to Phoenix in good condition, ordinary wear and tear, casualty loss and condemnation excepted. Any real or personal property of Scottsdale that remains at the Facility after the expiration of the Term hereof or sooner termination will be deemed to have been abandoned, and may either be retained by Phoenix as its property or disposed of in such manner as Phoenix may see fit. If such property or any part thereof is sold, Phoenix may retain the proceeds of such sale.

ARTICLE 5 – LANDLORD'S CURES

5.1 Landlord's Cures. If Scottsdale fails to make any payment required to be made under this Lease within any applicable cure period, or defaults in the performance of any other covenant, agreement, term, provision, limitation, or condition herein contained and fails to cure the same within the applicable cure period, then after reasonable notice to Scottsdale, which is

agreed to be not less than ten (10) business days, Phoenix, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account and at the expense of Scottsdale, immediately and without additional notice to Scottsdale. Bills for any expense incurred by Phoenix in connection therewith, and bills for all such expenses and disbursements of every kind whatsoever, including reasonable attorneys' fees involved in collection or endeavoring to collect any payments or any part thereof due hereunder, may be sent by Phoenix to Scottsdale monthly, and will be due and payable in accordance with the terms of said bills, and if not paid within ten(10) business days of Scottsdale's receipt thereof, the amount thereof will immediately become due and payable as Additional Payments.

ARTICLE 6 – USES OF FACILITY; MAINTENANCE

6.1 Permitted Uses. Scottsdale will have the exclusive use of the Facility practice fields, the clubhouse and any incidental retail uses associated with the clubhouse, batting cages, pitching mounds, offices and other baseball related or ancillary uses ("Permitted Uses"). Except that Phoenix may request the following annual uses of the Facility up to a maximum number of days or events as follows:

6.1.1 Dates for 4 youth baseball clinics to be hosted by Scottsdale's sublessee at the Facility, at no cost to Phoenix.

6.1.2 15 days of games (or comparable field activities) on 2 practice fields.

6.1.3 11 days of use of hitting tunnels and half fields.

The dates of these allowed exceptions shall be reviewed and negotiated between the Parties as may be reasonably requested.

6.2 Contact Persons. Phoenix and Scottsdale acknowledge that administering an agreement of this type requires clear communications among their representatives regarding design, construction and use of the Facilities. To that end, Phoenix and Scottsdale shall each designate contact persons (collectively the "Contact Persons"). Until Scottsdale designates another person, the person who shall be the Scottsdale Contact Person shall be William Murphy or his designee. Until Phoenix designates another person the person who shall be the Phoenix's Contact Person shall be Inger Erickson or her designee. In addition, if Scottsdale has entered into a sublease of this Agreement, the Sublessee shall appoint a contact person to attend meetings specified in Section 6.2.1, *et seq.*

6.2.1 Periodic Meetings. Contact Persons shall meet as necessary or appropriate to accomplish the intents of this Lease. At minimum, the Contact Persons shall meet, either in person or telephonically, at least annually, on or before December 15, to discuss the upcoming season of player development activity, any related operational or maintenance issues, and proposed dates of youth baseball clinics and games or comparable field activities to be hosted by Scottsdale's sublessee at the Facility.

6.3 Naming Rights. During the Term, Scottsdale has the right to name components of the Facility and any baseball amenity at the Facility, including the entry drive along the north side of the Facility with approval of the Phoenix Parks and Recreation Board ("Board").

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Scottsdale is also granted the right to place signage, including sponsor and advertisement, on the building frontages (i.e., along 64th Street and McDowell Road), of the Facility, consistent with the City of Phoenix sign code and as approved by the Board. Notwithstanding the foregoing, neither Scottsdale nor any sublessee shall have the right to rename the Papago Sports Complex in which the Facility is located.

6.4 Compliance with Laws. Scottsdale may not use or occupy, or suffer or permit any portion of the Facility to be used or occupied in violation of any applicable law, certificate of occupancy, or other governmental requirement.

6.5 Tenant Improvements to Facility. Scottsdale, through a sublease arrangement with the Giants, will improve the Facility by adding an additional full size field or fields of MLB standards, a renovation of the clubhouse, and ballfield lighting (the "Improvements"). Other ancillary improvements may also be made. These Improvements and all design and construction costs will be at no cost to Phoenix. Scottsdale estimates that the construction or placement of the Improvements will begin in 2019. For avoidance of doubt, and subject to reasonable and normal customary permitting (if applicable) with the planning and development service department of Phoenix, the parties have conceptually approved the Improvements which are depicted in **Exhibit "D"**.

6.6 Maintenance and Repairs. Scottsdale will be solely responsible to repair and maintain the Facility, whether to the interior and exterior, ordinary and extraordinary, foreseen and unforeseen, and must maintain and keep the Facility and the sidewalks, curbs, adjacent rights-of-way, main driveway (which connects to 64th Street), overflow parking lot, and landscaping, all in good and debris-free order, repair and condition in accordance with applicable City of Phoenix ordinances and the Lease, whichever is more stringent, ordinary wear and tear, casualty loss and condemnation excepted.

6.7 Plans, Specifications, Permits and Warranties. Phoenix has delivered to Scottsdale any and all existing plans, specifications, guaranties and warranties pertaining to the design or construction of any improvements at the Facility, and other governmental permits, legal certificates, authorizations and permissions relating to the Facility that Phoenix had in its possession or reasonable control (the "Plans, Specification, Permits and Warranties"). To the extent assignable by Phoenix, Phoenix shall assign the Plans, Specifications, Permits and Warranties to Scottsdale on a non-exclusive basis pursuant to an assignment agreement that shall be acceptable to Scottsdale in its reasonable discretion.

6.8 Waste. Subject to Article 11 (Damage or Destruction) and Article 12 (Condemnation) herein, Scottsdale may not commit or suffer to be committed any waste or impairment of the Facility.

6.9 Performance by Landlord. In the event Scottsdale fails to maintain and repair the Facility in the condition required by Section 6.6 hereof and following reasonable notice and the expiration of any applicable cure period, Phoenix, without being under any obligation to do so and without thereby waiving any default, may perform or have performed any and all such work as it, in its reasonable discretion, deems necessary to maintain or restore the Facility to its required condition. Any and all work performed by or for Phoenix pursuant to this Section 6.9 will

be deemed to have been undertaken for and at the expense of Scottsdale. All costs incurred by Phoenix in undertaking such work will be Additional Payments.

6.10 Alterations; Additional Improvements. Scottsdale shall be responsible for acquiring all required permits and approvals with respect to all Scottsdale alterations or additional improvements. Any alteration, addition or improvement must be completed in good and workmanlike manner in accordance with plans, specifications and drawings approved in writing by the Phoenix and in compliance with all applicable laws, regulations and codes and all requirements of any insurer providing coverage for the Facility. Scottsdale shall deliver as-built drawings to Phoenix to the extent the same are available, promptly following the completion of any construction or repair work by Scottsdale with respect to the Facility.

ARTICLE 7 – COMPLIANCE WITH CODES

7.1 Certificate of Occupancy. Scottsdale will obtain any certificate of occupancy with respect to the Facility which may at any time be required by any governmental agency having jurisdiction thereof.

ARTICLE 8 - IMPAIRMENT OF LANDLORD'S TITLE

8.1 No Liens. Scottsdale may not create, or suffer to be created or to remain, and must discharge any mechanic's, laborer's, or materialman's lien which might be or become a lien, encumbrance, or charge upon the Facility or any part thereof arising out of work, material or services performed or supplied by or contracted for Scottsdale or those claiming by, through or under Scottsdale, and Scottsdale will not suffer any other matter or thing arising out of Scottsdale's use and occupancy of the Facility whereby the estate, rights, and interest of Phoenix in the Facility or any part thereof might be impaired. The provisions of this Article 8 are not intended to limit any rights Scottsdale may have under this Lease, or to apply to any such lien or encumbrance arising out of any work to be performed by Phoenix pursuant hereto.

8.2 Discharge. If any mechanic's, laborer's, or materialman's lien is at any time filed against the Facility or any part thereof arising out of work, material or services performed or supplied by or contracted for Scottsdale or those claiming by, through or under Scottsdale, Scottsdale must, within sixty (60) days after notice of the filing thereof, cause such lien to be discharged or record by payment, bond, order of court of competent jurisdiction or otherwise; provided, however, Scottsdale shall have the right to contest any such mechanic's lien or other lien beyond such sixty (60) day period, provided that Scottsdale diligently commences and continues such contest in good faith. Scottsdale will notify Phoenix in writing of its action to either satisfy or contest the lien and, if contested, of the matter's status on a monthly basis until concluded. If Scottsdale fails to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Phoenix may, but is not obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Phoenix and costs and expenses incurred by Phoenix in connection therewith, will constitute an Additional Payment payable by Scottsdale and must be paid by Scottsdale to Phoenix on demand.

8.3 No Implied Consent. Nothing contained in this Lease will be deemed or construed in any way as constituting Phoenix's expressed or implied authorization, consent or

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request to any contractor, subcontractor, laborer or materialman, architect, or consultant, for the construction or demolition of any improvement, the performance of any labor or services or the furnishing of any materials for any improvements, alterations to or repair of the Facility or any part thereof.

8.4 No Agency Intended. The Parties agree that Scottsdale is not the agent of Phoenix for the construction, alteration or repair of any improvement Scottsdale may construct upon the Facility, the same being done at the sole expense of Scottsdale.

ARTICLE 9 – INSPECTION

9.1 Inspection and Entry. Subject to prior written notice of at least two (2) business days by Phoenix to Scottsdale (and any sublessee). Phoenix has the right to enter the Facility, or any part thereof, for the purpose of ascertaining its condition or whether Scottsdale is observing and performing the obligations assumed by it under this Lease, provided that such entry does not interfere with the use and operations at the Facility by Scottsdale and any sublessee. The two (2) business days' notice provision is not to be construed to prohibit or delay any entry by Phoenix in its capacity as a municipality exercising its police power or in its criminal law enforcement capacity, nor to any entry authorized by any writ or warrant issue by any court, nor to any entry authorized by any health or welfare statute, code, ordinance, rule or regulation.

ARTICLE 10 – INDEMNIFICATION

10.1 Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in liability to the Indemnitee are caused by the negligent act, culpable omission, misconduct, or other fault of the Indemnitor, its officers, official, agents, employees, or volunteers. Each Party agrees on behalf of itself and all insurers engaged by such party, to waive rights of subrogation against the other, to the fullest extent allowed.

10.2 Scottsdale will cause any sublessee ("Additional Indemnitor") to agree to indemnify, defend, save and hold harmless Phoenix from and against any and all Claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property cause, or alleged to be caused, in whole or in part, by the negligent or willful; acts or culpable omissions of the Additional Indemnitor or the Additional Indemnitor's employees and contracted employees, contracted players, and contractors or any of their respective directors, officers, agents, or employees or subcontractors of such contractor. This indemnification includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Additional Indemnitor to conform to any federal, state or local law, statute, ordinance, rule regulation or court decree. It is the specific intention of the Parties that Phoenix will, in all instances, except for Claims arising from the negligent or willful acts or culpable omissions of Phoenix, be indemnified by such Additional Indemnitor from and against any and all Claims.

The Parties agree that with respect to any claim falling within the scope of an Additional Indemnitor's indemnity obligation, such Additional Indemnitor will be responsible from primary
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loss investigation, defense and judgment costs. In consideration for the use and occupancy of the Facility, Scottsdale will require each Additional Indemnitor to agree to waive all rights of subrogation against Phoenix, Scottsdale, and their respective officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Facility.

10.3 The obligations under this Article 10 will not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation in its part to be performed under insurance policies affecting the Facility.

10.4 The provisions of this Article 10 will survive the expiration or earlier termination of this Lease.

ARTICLE 11 – DAMAGE OR DESTRUCTION

11.1 **Tenant Repair and Restoration.** If at any time during the Term hereof, the Facility or any part thereof is damaged or destroyed by fire or other occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Scottsdale will proceed with reasonable diligence to repair, alter, restore, replace, or rebuild the same as nearly as possible to its value, condition, and character immediately prior to such damage or destruction. Such repair, alteration, restoration, or rebuilding, including such changes and alterations as aforementioned and including temporary repairs for the protection of other property pending the completion thereof, are sometimes referred to in this Article as the "Work."

Notwithstanding the foregoing, if (i) the available insurance proceeds are insufficient to repair, alter, restore, replace or rebuild the Facility or any part thereof to as nearly as possible to its value, condition, and character immediately prior to such damage or destruction, (ii) fire or other casualty renders the whole or any material part of the Facility untenable or unusable for baseball purposes, and Scottsdale determines (in Scottsdale's reasonable discretion) that Scottsdale cannot make the Facility tenantable or usable for baseball purposes within one hundred eighty (180) days after the date of casualty, or (iii) material damage or destruction occurs to the Facility within the last five (5) years of the Term, then Scottsdale shall have the right, in its sole discretion, to terminate the Lease by providing Phoenix thirty (30) days' prior written notice of such election to terminate and giving Phoenix all applicable insurance proceeds in the amounts required by this Lease. Anything herein to the contrary notwithstanding, Scottsdale must immediately secure the Facility and undertake temporary repairs and work necessary to protect the public and to protect the Facility from further damage.

11.2 **Duty to Commence Repairs.** Scottsdale must diligently and expeditiously undertake all required design, architectural and engineering work following such damage or destruction, and will thereafter diligently and expeditiously seek and obtain all required permits for the Work. The Work must be commenced within one hundred twenty (120) days after the date the damage or destruction and must be completed within twelve (12) months after commencement or such additional period of time, provided Scottsdale is diligently and reasonably pursuing the completion of the Work.

ARTICLE 12 – CONDEMNATION

12.1 Total, Substantial, or Unusable Remainder.

(a) If at any time during the Term of this Lease:

(1) Title to the whole or substantially all of the Facility is taken in condemnation proceedings or by any right of eminent domain or by agreement in lieu of such proceedings, this Lease will terminate and expire on the date of such taking and any unpaid Rent will be paid to the date of such taking; or

(2) Title to a substantial portion of the Facility is taken in condemnation proceedings or by any right of eminent domain or by agreement in lieu of such proceeding, and the remaining part of the Facility cannot feasibly be used or converted for use by Scottsdale as contemplated herein (in the sole and absolute discretion of Scottsdale), Scottsdale may, at its option, terminate the Lease within ninety (90) days after such taking by serving upon Phoenix at any time within said ninety (90) day period, a thirty (30) day written notice of Scottsdale's election to so terminate accompanied by a certificate of Scottsdale that the remaining part of the Facility cannot feasible be used or converted for use by Scottsdale as contemplated herein.

(b) In the event of such taking and the termination of this Lease, any award will be divided as follows:

(1) Scottsdale will receive that portion attributed to the then fair market value of the Facility and related improvements and the fair market value, immediately prior to such takin, of Scottsdale's leasehold interest in the Facility taken.

(2) Phoenix will receive the fair market value of its reversionary interest under this Lease (exclusive of any value attributable to improvements and the leasehold estate).

12.2 Partial Taking – Lease Continues. In the event of any such taking of less than the whole or substantially all of the Facility and, if such taking is not of the character described in Section 12.1.A (2) (or if such taking is of such character and the option of Scottsdale to terminate this Lease is not exercised), the Term will not be reduced or affected in any way and the following applies:

(a) The award or awards (herein sometimes referred to as "Condemnation Proceeds") are to be deposited with any escrow company authorized to do business in the State of Arizona for disbursement pursuant to Section 12.2.C.

(b) If the remaining part of the Facility can feasibly be used or converted for use by Scottsdale as contemplated herein, Scottsdale, at its sole cost and expense and whether or not the Condemnation Proceeds are sufficient for the purpose, will proceed with reasonable diligence to repair, alter (including any necessary demolition and reconstruction) and restore the remaining part of the Facility to substantially its former condition, so as to be complete, rentable and usable and of the quality provided for in this Lease for the original construction of the affected buildings. If the remaining part of the Facility cannot feasibly be used or converted for use by Scottsdale as contemplated herein, Scottsdale at its sole cost and expense, will proceed with due

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diligence to repair, alter (including any necessary demolition and reconstruction) and restore the remaining part of the Facility so as to constitute a complete, rentable building for a purpose deemed appropriate by Phoenix in the manner hereinafter provided in this Section 12.2.B; provided, however, that not less than sixty (60) days prior to proceeding with any such repairs, alterations, or restoration, Scottsdale gives written notice to Phoenix certifying that the remaining part of the Facility cannot feasibly be used or converted for use by Scottsdale as contemplated herein and requesting approval of a new use, and Phoenix has approved in writing such restoration and new use. Such repairs, alterations, or restoration, including such changes and alterations as above mentioned and including temporary repairs, or the protection of other property pending the completion of any thereof, are sometimes referred to in this Section as the Work.

(c) After the Condemnation Proceeds are deposited with the escrow company under the provisions of Section 12.2.A, the escrow company will hold, apply, make available and pay over to Scottsdale the Condemnation Proceeds which are to be applied to the payment of the cost of the Work to the extent such condemnation Proceeds are sufficient for the purpose. If the Condemnation Proceeds are not sufficient to pay the entire cost of the Work, Scottsdale must supply the amount of any such deficiency. Under no circumstances will Phoenix be obligated to make any payment, reimbursement, or contribution towards the cost of the Work. Any balance of the Condemnation Proceeds remaining after completion of the Work is to be paid to Scottsdale.

12.3 Rights of Participation. Each Party has the right, at its own expense, to appear in any condemnation proceeding and participate in any and all hearings, trials, and appeals therein.

12.4 Notice of Proceeding. In the event Phoenix or Scottsdale receives notice of any proposed or pending condemnation proceedings affecting the Facility, the Party receiving such notice must promptly notify the other Party of the receipt and contents thereof.

ARTICLE 13 – MORTGAGES

13.1 Mortgages. Phoenix's interest in this Lease, as the same may be modified, amended or renewed, may not be subject or subordinate to (a) any mortgage now or hereafter placed upon Scottsdale's interest in this Lease, or (b) any other liens or encumbrances arising out of actions or omissions to act by Scottsdale, its officials, agents, employees, or sublessees. In the event Scottsdale notifies Phoenix that a security interest has been granted on the leasehold interest created by this Lease, Phoenix agrees to enter into such estoppel agreements as well such recognition agreements with such creditor, with provisions and protections, including a typical notice and right to perform, for such creditor as are reasonable and customary.

ARTICLE 14 – SUBLEASE

14.1 Sublease Permitted. The Parties hereby specifically agree that Scottsdale may enter into an arrangement to sublease the Facility with a major league baseball team subject to the terms of this Lease. Scottsdale will incorporate any sublessee obligations contained in this Agreement into the sublease arrangement and will make Phoenix a third party beneficiary of the sublease with respect to the incorporated obligations.

ARTICLE 15 – DEFAULT BY TENANT

15.1 Events of Default. Subject to the provisions of this Article 15, the happening of any one of the following events (herein call "Events of Default") will be considered a material breach and default by Scottsdale under this Lease:

(a) If default is made in the due and punctual payment of any Rent or Additional Payments within thirty (30) days after written notice thereof to Scottsdale; or

(b) If default is made by Scottsdale in the performance of or compliance with any of the covenants, agreements, terms, limitations, or conditions hereof, other than those referred to in the foregoing Section 15.1(a), or if any of its representations and warranties contained herein shall prove to be untrue in whole or in part, and such default continues for a period of sixty (60) days after written notice thereof from Phoenix to Scottsdale (provided, that if Scottsdale proceeds with due diligence during such sixty (60) day period to substantially cure such default and is unable by reason of the nature of the work involved, to cure the same within the required sixty (60) days, then the time to complete the cure may be extended by the time reasonably necessary to cure the same as reasonably necessary); or

(c) If Scottsdale abandons the Facility for a period in excess of one hundred eighty (180) consecutive days for a reason other than an event of damage or destruction or condemnation; or

(d) If default is made by Scottsdale under a Leasehold Mortgage or any related document that is not cured within the applicable cure periods thereunder.

15.2 Notice and Termination. Upon the occurrence of one or more of the Events of Default listed in Section 15.1, Phoenix at any time thereafter, but not after such default is cured, may give written notice ("Second Notice") to Scottsdale specifying such Event(s) of Default and stating that this Lease and the Term hereby demised will expire and terminate on the date specified in such notice, which must be at least ten(10) business days after the giving of such Second Notice, and upon the date specified in such Second Notice, subject to the provisions of Section 15.3, this Lease and the Term hereby demised and all rights of Scottsdale under this Lease will expire and terminate as though such date were the date originally set forth herein for the termination hereof.

15.3 Tenant Liability Continues. No such expiration or termination of this Lease will relieve Scottsdale of its liability and obligations arising or accruing under this Lease prior to the expiration or termination of the Lease, and such liability and obligations will survive any such expiration or termination. In the event of any such expiration or termination, Scottsdale must pay to Phoenix any Rent or Additional Payments required to be paid by Scottsdale up to the time of such expiration or termination of this Lease.

15.4 No Implied Waivers. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition hereof or to exercise any right or remedy consequent upon a breach hereof, and no acceptance of full or partial rent during the continuance of any such breach, will constitute a waiver of any such breach or of such covenant,
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agreement, term or condition. No covenant, agreement, term or condition hereof to be performed or complied with by Phoenix or Scottsdale, and no beach thereof, will be waived, altered or modified, except by a written instrument executed by the Party to be charged therewith. No waiver of any breach will affect or alter this Lease, but each and every covenant, agreement, term limitation and condition hereof will continue in full force and effect with respect to any other then existing or subsequent breach hereof.

15.5 Remedies Cumulative; Default Interest. In the event of any breach by a Party of any of the covenants, agreement, terms or conditions hereof, the non-breaching Party, in addition to any and all other rights, is entitled to enjoin such breach and has the right to invoke any right and remedy approved at law or in equity or by statute or otherwise for such breach. In the event of Scottsdale's failure to pay the Rent or Additional Payments within twenty (20) days of the due date therefor. Scottsdale will pay Phoenix interest on any such overdue payments and associated late charges from the due date at the rate of one percent (1%) per month, but in no event an amount greater than permitted by law.

ARTICLE 16 – DEFAULT BY LANDLORD

16.1 Landlord Event of Default. It is an event of default if Phoenix (a) fails to perform any of its material duties and obligations set forth in this Lease, or (b) if any of its representations and warranties contained herein shall prove to be untrue in whole or in part. Phoenix will not be deemed in default of this Lease if Phoenix commences the curing of such default within sixty (60) days and prosecutes in good faith the curing of same continuously thereafter until the same is cured, but in no event will the cure period be extended later than one hundred twenty (120) days after written notice from Scottsdale to Phoenix.

16.2 Tenant Remedy. In the event of any breach by Phoenix of any of the covenants, agreements, representations and warranties, terms, or conditions hereof, Scottsdale, in addition to any and all other rights, is entitled to enjoin such breach and has the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise for such breach.

16.3 Landlord Liability Continues. No expiration or termination of this Lease will relieve Phoenix of its liability and obligations under this Lease and such liability and obligations will survive any such expiration or termination.

ARTICLE 17 – NOTICES

17.1 Notices. Any notice request, demand, statement, or consent herein required or permitted to be given by either Party to the other hereunder, except as otherwise specifically provided herein, must be in writing signed by or on behalf of the Party giving the notice and addressed to the other at the address as set forth below:

Phoenix: Director, Parks and Recreation Department
City of Phoenix
200 West Washington Street, 16th Floor
Phoenix, Arizona 85003-1611
Fax: (602) 732-2336

and City Clerk, City of Phoenix
200 West Washington Street, 15th Floor
Phoenix, Arizona 85003-1611

and City Attorney's Office, City of Phoenix
200 West Washington Street, 13th Floor
Phoenix, Arizona 85003-1611
Fax: (602) 534-9866

Scottsdale City of Scottsdale
Community Services Director
7447 E. Indian School Road, Suite 300
Scottsdale, AZ 85251

and Chris Walsh
Community Services
Parks & Recreation Manager
7447 E. Indian School Road, Suite 300
Scottsdale, AZ 85251

and Reed Pryor
Parks & Recreation Director
7447 E Indian School Rd, Suite 300
Scottsdale, AZ 85251

and City of Scottsdale
City Attorney
3939 N. Drinkwater Blvd.
Scottsdale, AZ 85251

17.2 Effectiveness. Each Party may by notice in writing change its address for the purpose of this Lease, which address will thereafter be used in place of the former address. Each notice, demand, request, or communication mailed to any of the aforesaid will be deemed sufficiently given, served, or sent for all purposes hereunder two (2) business days after it is mailed by United States registered or certified mail, postage prepaid, in any post office or branch post office regularly maintained by the United States Government, upon personal delivery, or one (1) business day after deposit with any nationally recognized commercial air courier or express service, with all delivery charges prepaid. Notice by electronic mail or telefacsimile will be effective upon transmission, provided that a confirmation copy of any such notice is sent by one of the other methods described above. Any notice to be given by any Party hereto may be given by legal counsel for such Party.

ARTICLE 18 – REPRESENTATIONS AND WARRANTIES

18.1 Tenant's Representations and Warranties. Scottsdale hereby warrants and represents to Phoenix as follows:

(a) This Lease has been duly and validly executed and delivered by Scottsdale and constitutes a legal, valid and binding obligation of Scottsdale enforceable in accordance with its terms.

(b) There is no pending or, to Scottsdale's knowledge, threatened investigation, action or proceeding by or before any court, any governmental entity or arbitrator which (i) questions the validity of this Lease or any action or act taken or to be taken by Scottsdale pursuant to this Lease or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition, financial or otherwise, of Scottsdale, which will materially impair its ability to perform its obligations hereunder.

(c) No representation, statement or warranty by Scottsdale contained in this Lease or in any exhibit attached hereto contains any untrue statement or omits a material fact necessary to make such statement of fact therein no misleading.

(d) Scottsdale represents that the Facility, any sidewalks, vaults, the title to the Facility, parking areas adjoining the same, any subsurface conditions thereof, and the present uses and nonuses thereof, have been examined by Scottsdale and, provided that no material change in condition thereof occurs between the Effective Date and the Commencement Date and subject to Phoenix's obligations under **Section 1.3** herein, Scottsdale will accept the same in the condition or state in which they or any of them may be on the Commencement Date, without representation or warranty, express or implied in fact or by law, by Phoenix and without recourse to Phoenix, as to the nature, condition, or usability thereof or the use or uses to which the Facility or any part thereof may be put.

18.2 Landlord's Representations. Phoenix hereby warrants and represents to Scottsdale as follows:

(a) This Lease has been duly and validly executed and delivered by Phoenix and constitutes a legal, valid and binding obligation of Phoenix enforceable in accordance with its terms.

(b) There is no pending or, to Phoenix's knowledge, threatened investigation, action or proceeding by or before any court, any governmental entity or arbitrator which (i) questions the validity of this Lease or any action or act taken or to be taken by Phoenix pursuant to this Lease or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition, financial or otherwise, of Phoenix, which will materially impair its ability to perform its obligations hereunder.

(c) To City's knowledge, the Facility (and all improvements therein) are not in violation of any applicable ordinances, laws, regulations, rules, restrictions and orders of the City of Phoenix or of all boards, bureaus, administrative agencies, commissions and bodies of any federal, state, county or municipal authority having jurisdiction over the Facility, including, but not limited to, the Americans with Disability Act (ADA) and the Environmental Laws (as defined below).

(d) Phoenix has not granted, either orally or in writing, to any person or entity, other than to Scottsdale hereunder, any leases, options, rights of first refusal, contracts to purchase or other legal or equitable interest in or rights, pertaining to the Facility.

(e) Phoenix has no knowledge of any covenants, restrictions, easements, claims of liens, encumbrances, or reservations that encumber the Facility or affect the use thereof other than the Permitted Encumbrances enumerated in **Exhibit "F"**, and during the Term Phoenix shall not consent to the placement of any additional covenants, restrictions, easements, claims of liens, encumbrances, or reservations against the title to the Facility without Scottsdale's prior written consent, which may be withheld or granted in Scottsdale's sole discretion.

(f) Phoenix shall cause any Contract affecting the Facility to which Phoenix is a party to be terminated before the Commencement Date.

(g) There are no use or similar agreements that grant other parties the right to use the Facility on or after the Commencement Date.

(h) No representation by Phoenix contained in this Lease or in any exhibit attached hereto contains any untrue statement or omits a material fact necessary to make such statement of fact therein and misleading.

ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY

19.1 Nondiscrimination. Scottsdale, in performing under this Lease, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. Scottsdale will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action includes but is not limited to the following: employment, promotion, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Scottsdale further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. In addition, Scottsdale will comply with all applicable federal, state and municipal laws and regulations regarding equal employment opportunity and nondiscrimination, including but not limited to Arizona Executive Order No. 2009-09.

ARTICLE 20 – UNAVOIDABLE DELAY

20.1 Unavoidable Delay; Extension of Time for Performance. In addition to specific provisions of this Lease, performance by any Party hereunder will not be deemed to be in default where delays or defaults are due to war; insurrection; strikes, lock-outs; riots; floods; earthquakes; fires; laws or ordinances; absolute and unforeseeable inability to obtain labor and materials; moratorium; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental controls, laws, ordinances, restrictions or priority; litigation; unusually severe weather; inability (when either Party is faultless) of any contractor, subcontractor or supplier; acts of the other Party and other unforeseeable causes beyond the reasonable control of the Party obligated to perform hereunder. The time for

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performance of an obligation(s) hereunder (other than the payment of money) will be extended and the performance excused for any such cause only for the period of the enforced delay, which period will commence to run from the time of the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) calendar days after the commencement of the cause, the period will commence to run only thirty (30) calendar days prior to the giving of such notice. Times of performance under this Lease may also be extended in writing by the Parties hereto.

ARTICLE 21 – COMPLIANCE WITH ENVIRONMENTAL LAWS

21.1 Restrictions on Tenant. Scottsdale may not do any of the following:

(a) Make, or permit to be made, any use of the Facility, or any portion thereof, which emits, or permits the emission of dust, sweepings, dirt, cinders, particulates or odors into the atmosphere, the ground, or any body of water, whether natural or artificial, except in compliance with Environmental Laws or in compliance with permit(s) secured for that purpose. Within the context of this Lease, “**Environmental Laws**” are defined as those laws promulgated for the protection of human health or the environment, including but not limited to the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f, *et seq.*; the Clean Water Act, 33 U.S.C. § 2601, *et seq.*; The Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Arizona Environmental Quality Act, Title 49 of the Arizona Revised Statutes; the Occupational Safety and Health Act of 1970, as amended, 84 Stat. 1590, 29 U.S.C. §§ 651-678; Maricopa County Air Pollution Control Regulations; Title 41, Article 4, Archaeological Discovery, Arizona Revised Statutes; regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, county, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of human health and the environment, including but not limited to the ambient air, ground water, surface water, and land use, including substrata soils.

(b) Discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any liquid, solid or gaseous matter, or any combination thereof, into the atmosphere, the ground, or any body of water which matter, as reasonably determined by Phoenix or any governmental entity, does, or may, pollute or contaminate the same, or is, or may become, radioactive, or does, or may, adversely affect (i) the health or safety of persons, wherever located, whether on the Facility or anywhere else, (ii) the condition, use, or enjoyment of the Facility or any other real or personal property, whether on the Facility or anywhere else, or (iii) the Facility or any of the improvements thereon, including buildings, foundations, pipes, utility lines, landscaping, or parking areas, except in compliance with Environmental Laws.

(c) Use, store, dispose of, or permit to remain on the Facility or the underlying or adjacent property, except as expressly permitted by the Lease, any Hazardous Materials used, stored or disposed of by Scottsdale, except in compliance with Environmental Laws or in compliance with permit(s) secured for that purpose. Within the context of this Lease “**Hazardous Materials**” is defined as follows: (1) Any substance identified or listed as a hazardous substance, pollutant, hazardous material, or petroleum in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Hazardous Materials Transportation

Act, 49 U.S.C. § 1801 *et seq.*; and in the regulations promulgated thereto; and Underground Storage Tanks, U.S.C. §§ 6991 to 6991i; (2) Any substance identified or listed as a hazardous substance, pollutant, toxic pollutant, petroleum or as a special or solid waste in the Arizona Environmental Quality Act, A.R.S. § 49-201, *et seq.*; including, but not limited to, the Water Quality Assurance Revolving Fund Act, A.R.S. § 49-281, *et seq.*; the Solid Waste Management Act, A.R.S. § 49-701 *et seq.*; the Underground Storage Tank Regulation Act, A.R.S. § 49-1001, *et seq.*; Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4821-4846, and Management of Special Waste, A.R.S. § 49-851 to 49-868; or (3) all substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any Environmental Law during the Term of this Lease as well as any other materials or substances in amounts which have been determined to be hazardous to human health or the environment including, but not limited to, asbestos, mold and mercury.

21.2 Disposal of Waste. Scottsdale will manage all potentially infectious waste in compliance with Environmental Laws. Scottsdale will not keep any trash, garbage, waste, or other refuse on the Facility except in sanitary containers and will regularly and frequently remove the same from the Facility in accordance with the terms and conditions of Scottsdale's applicable permits. Scottsdale must keep all incinerators, containers, or other equipment used for the storage or disposal of such matter in a clean and sanitary condition. Scottsdale must monitor and properly dispose of all sanitary sewage and not use the sewage disposal system of the Facility (i) for the disposal of anything except sanitary sewage, (ii) in excess of the amount reasonably contemplated by the uses permitted under the Lease, or (iii) in excess of the amount permitted by any governmental entity. Scottsdale must use appropriately licensed and regulated waste removal services at Scottsdale's sole cost.

21.3 Compliance with Environmental Laws.

(a) Subject to the remaining provisions of this **Section 21.3**, Scottsdale will, at Scottsdale's own expense, comply with all existing and any hereinafter enacted Environmental Laws that relate to Hazardous Materials generated by the act, culpable omission, negligence, misconduct, or other fault of Scottsdale, its officers, official, agents, employees or volunteers, during the Term of the Lease. Scottsdale will, at Scottsdale's own expense, make all submissions to, provide all information to, and comply with all requirements of any appropriate governmental authority ("**Authority**") under such Environmental Laws. In particular, Scottsdale will comply with all laws and obtain all required permits and approvals relating to the storage, use, and disposal of Hazardous Materials. Should any Authority require that a cleanup or remediation plan be prepared or that a cleanup or any other remediation action be undertaken because of any spills or discharges of Hazardous Materials at the Facility or on the underlying or adjacent property that occur during the Term of the Lease as a result of the act, culpable omission, negligence, misconduct, or other fault of Scottsdale, its officers, official, agents, employees or volunteers, during the Term of the Lease, or after expiration of the Lease if as a result of Scottsdale's use of the Facility (a "**Tenant Environmental Obligation**"), then Scottsdale will, at Scottsdale's own expense, prepare and submit to the Authority all required plans and financial assurances, and carry out the approved plans. At no expense to the other Party, each Party will promptly provide all information requested by the requesting Party for preparation of affidavits required by the requesting Party to determine the applicability of the Environmental Laws to the Facility, and will promptly sign such reasonable affidavits with respect thereto as may be requested by the requesting Party.

(b) If the presence of any Hazardous Materials on, or under, the Facility arising out of the act, culpable omission, negligence, misconduct, or other fault of Scottsdale, its officers, official, agents, employees or volunteers results in any contamination to the Facility or any adjacent real property during the Term of this Lease, Scottsdale will promptly take all actions at its sole cost and expense as are necessary to mitigate any immediate threat to human health or the environment in compliance with Environmental Laws. Scottsdale will then undertake any further action necessary to return the Facility or other property to the condition existing prior to the introduction of any Hazardous Materials to the Facility; provided that Phoenix's written approval of such actions must first be obtained. Scottsdale must undertake such actions without regard to the potential legal liability of any other person. However, any remedial activities by Scottsdale will not be construed as to impair Scottsdale's rights, if any, to seek contribution for indemnity from another person.

(c) Scottsdale will, at Scottsdale's own cost and expense, make all reasonable tests, reports, studies and provide all information to any appropriate governmental agency as may be required pursuant to any Environmental Laws pertaining to Scottsdale's use of the Facility. This obligation includes but is not limited to any requirements for a site characterization, site assessment and/or a cleanup plan that may be necessary due to any actual or potential spills or discharges of Hazardous Materials on, or under the Facility, during the Term of this Lease. At no cost or expense to Phoenix, Scottsdale will promptly provide all information requested by Phoenix pertaining to the applicability of the Environmental Laws to the Facility, to respond to any governmental investigation, or to respond to any claim of liability by third parties which is related to environmental contamination. In addition, Phoenix has the right to access, within ten (10) days of Scottsdale's receipt of written request, and copy any and all records, test results, studies and/or other documentation, other than trade secrets, regarding environmental conditions relating to the use, storage, or treatment of Hazardous Materials by Scottsdale on, or under, the Facility.

(d) Scottsdale must immediately notify Phoenix of any of the following: (i) any correspondence or communication from any governmental agency regarding any violation or apparent violation of Environmental Laws at the Facility or by Scottsdale's use of the Facility, (ii) any change in Scottsdale's use of the Facility that will change or has the potential to change Scottsdale's or Phoenix's obligations or liabilities under Environmental Laws, and (iii) any assertion of a claim or other occurrence for which Scottsdale may incur an obligation under this Article.

(e) Scottsdale will use commercially reasonable efforts to cause all contractors, permittees and concessionaires (each an "Indemnitor") to indemnify, defend and hold harmless, on demand, Phoenix, its successors and assigns, its elected and appointed officials, employees, agents, boards, commissions, representatives, and attorneys, for, from and against any and all liabilities, obligations, damages, charges and expenses, penalties, suits, fines, costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons, property, the environment or the Facility and any and all claims or actions brought by any person, entity or governmental body, arising in connection with contamination of, or adverse effects on, human health, property or the environment arising out of such Indemnitor's acts or omissions pursuant to any Hazardous Materials or Environmental Laws.

21.4 Noncompliance.

(a) Scottsdale's failure or the failure of agents, employees, contractors, invitees or third parties during the Term of this Lease to substantially comply with any of the requirements and obligations of this **Article 21** constitutes a material default of this Lease. Notwithstanding any other provision in this Lease to the contrary, each Party has the right of "self help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of Environmental Law on, or under the Facility without waiving any of its rights under this Lease. The exercise by Phoenix or Scottsdale of any of its rights under this Article does not release the other Party from any obligation it would otherwise have hereunder.

(b) Notwithstanding the provisions of this **Article 21**, Phoenix has the right to terminate this Lease in Phoenix's reasonable discretion in the event that (i) Scottsdale has been required by any governmental authority to take remedial action in connect with Hazardous Materials contaminating the Facility if the contamination resulted from Scottsdale's action or use of the Facility (unless, and as long as, Scottsdale is diligently seeking compliance with such remedial action); or (ii) Scottsdale is subject to an enforcement order issued by any governmental authority in connection with the use, disposal or storage of Hazardous Materials at the Facility (unless Scottsdale is diligently seeking compliance with such enforcement order).

(c) The covenants in this **Article 21** will survive the expiration or earlier termination of this Lease.

21.5 Landlord's Right to Perform Tests. Phoenix has the right following reasonable written notice (except in the event of an emergency), to enter into the Facility at all reasonable times in order to review Scottsdale's Hazardous Materials handling and otherwise inspect the Facility for Hazardous Materials contamination. Without limiting the foregoing sentence, Phoenix has the right to have an environmental audit of the Facility conducted within ninety (90) days of the scheduled expiration date of this Lease or of termination of this Lease, if the Lease is terminated on a date other than the scheduled date. Scottsdale will promptly perform any remedial action recommended by such environmental audit unless the audit reveals that the Hazardous Materials resulted from the activities of a person other than Scottsdale, its agents, contractors, invitees, or employees. The costs of any such environmental audits will be borne by Scottsdale.

ARTICLE 22 – MISCELLANEOUS PROVISIONS

22.1 Contract Administrators. Upon execution of this lease, the Parties shall each designate a contract administrator to coordinate the respective Party's participation in carrying out its obligations under this lease. The initial contract administrator for Scottsdale shall be the Community Services Director (William Murphy) who may delegate this duty from time to time. The initial contract administrator for Phoenix shall be Parks and Recreation Director (Inger Erickson) who may delegate this duty from time to time. Each Party will notify the other Party of its respective contract administrator and provide contact information for the contract administrator. A Party's contract administrator may not be exclusively assigned to this lease. Scottsdale's contract administrator's authority is limited to the administration of the requirements of this lease. No approval, consent or direction by Scottsdale's contract administrator or other persons affiliated

with Scottsdale inconsistent with this lease shall be binding upon Scottsdale. Scottsdale shall be responsible for securing all zoning approvals, development review, building, and other local, state, county or federal governmental approvals and for satisfying all governmental requirements pertaining to any of Scottsdale's obligations under this lease and shall not rely on Phoenix's contract administrator for any of the same.

22.2 Cancellation for Conflict of Interest. The Parties hereto acknowledge that this Lease is subject to cancellation by Phoenix or Scottsdale pursuant to the provisions of A.R.S. § 38-511, which provides that this Lease may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of City of Phoenix or City of Scottsdale is, at any time while this Lease or any extension thereof is in effect, an employee or agent of the other Party to this Lease in any capacity or a consultant to any other Party with respect to the subject matter of this Lease.

22.3 Nondiscrimination. The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act.

22.4 Notice of Arbitration Status. Pursuant to A.R.S. § 12-1518, the Parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Lease if required by A.R.S. § 12-133.

22.5 Contractor's Records. Phoenix and Scottsdale agree to retain all records relating to this Lease. The Parties each agree to make those records available at all reasonable times for inspection and audit by the other Party during the Term of this Lease and for a period of five (5) years after the completion of this Lease.

22.6 Confidentiality. Any other provision of this Lease to the contrary notwithstanding, the parties are both public institutions, and as such are subject to Title 39, Chapter 1, Article 2 of the Arizona Revised Statutes (Sections 39-121 through 39-127). Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designed by the either party as confidential or proprietary the party will notify the other party as soon as reasonably possible.

22.7 Governing Law; Binding Effect. This Lease is not to be construed against the Party who prepared it but will be construed as though prepared by both Parties. This Lease is to be construed, interpreted, and governed by the laws of the State of Arizona, and with respect to any dispute hereunder, venue will lie exclusively with the State Courts of Maricopa County, Arizona.

22.8 Memorandum of Lease. Promptly following the Effective Date, Phoenix and Scottsdale will execute a short form memorandum of this Lease in the form attached hereto as **Exhibit "G"**, and cause the same to be recorded in the Office of the County Recorder for Maricopa County, Arizona.

22.9 Entire Agreement. This Lease with its exhibits contains the entire agreement between Phoenix and Scottsdale and any executory agreement hereafter made between Phoenix and Scottsdale is ineffective to change, modify, waive, release, discharge, terminate, or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing and signed by the Party against whom enforcement of the change, modification, waiver, release, discharge, termination, or the effect of the abandonment is sought.

22.10 Captions. The captions of Articles and Sections in this Lease are inserted only as a convenience and for reference and they in no way define, limit, or describe the scope of this Lease or the intent of any provision thereof. References to Articles and Section numbers are to those in this Lease unless otherwise noted.

22.11 Execution and Delivery. This Lease will bind Scottsdale upon the approval by the Scottsdale City Council and the execution thereof. Phoenix will be bound after approval by the Phoenix City Council and the execution thereof.

23.12 Time of Essence. Time is of the essence in the performance of each and every provision of this Lease.

23.13 No Brokers. Neither Phoenix nor Scottsdale has dealt with any broker or finder with regard to the Facility or this Lease. Neither Party will be responsible for any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions incurred by the other Party in connection with this Lease.

23.14 No Waiver. No waiver of any condition or agreement in this Lease by either Phoenix or Scottsdale will imply or constitute a further waiver by such Party of the same or any other condition or agreement. No act or thing done by Phoenix or Phoenix's agents during the Term of this Lease will be deemed an acceptance of a surrender of the Facility, and no agreement to accept such surrender will be valid unless in writing signed by Phoenix. No payment by Scottsdale, nor receipt from Phoenix, of a lesser amount than the City Retained Revenue, City Shared Revenue, Additional Payments or other charges stipulated in this Lease will be deemed to be anything other than a payment on account.

23.15 Attorneys' Fees. If either Phoenix or Scottsdale litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant will pay the successful litigant all reasonable attorneys' fees and court costs incurred by it in connection with such litigation as determined or fixed by the court.

23.16 Cumulative Rights. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder are cumulative and not restrictive of those provided at law or in equity.

23.17 Relationship of Parties, No Third Party Beneficiary. The Parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers, nor does a principal-agent relationship exist between them, nor are there any intended third-party beneficiaries of this Lease.

23.18 Counterparts. This Lease may be executed in counterparts and all such counterparts are deemed to be originals and together they constitute but one and the same instrument.

23.19 Computation of Time; Business Days. In computing any period of time prescribed or allowed by this Lease, the day of the act, event or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday. "**Business day**" shall mean Monday through Friday, excluding any such dates that are legal holidays in the State of Arizona. If any day on which performance is due hereunder occurs on a day that is not a business day, then the day for such performance shall occur on the next occurring business day.

23.20 Provisions Severable. If any term or provision hereof or the application thereof to any person or circumstances is found, to any extent, to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision hereof will be valid and be enforced to the fullest extent permitted by law.

23.21 Quiet Enjoyment. Subject to all of the conditions, terms, and provisions contained in this Lease, Phoenix covenants that Scottsdale, upon paying the Rent and Additional Payments and observing and keeping all terms covenants, agreements, limitations, and conditions hereof on its part to be kept, will quietly have and enjoy the Facility during the Term hereof, without hindrance by Phoenix or any person claiming an interest in the Facility by or through Phoenix.

23.22 No Unreasonable Withholding. Wherever in this Lease the consent or approval of either Party is required, such consent or approval will not be unreasonably withheld nor delayed, except where otherwise specifically provided. The remedy of the Party requesting such consent or approval, in the event such Party should claim or establish that the other Party has unreasonably withheld or delayed such consent or approval, is to be limited to injunction or declaratory judgment and in no event will such other Party be liable for a money judgment.

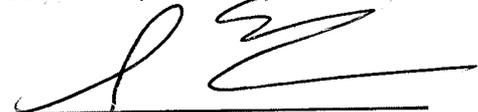
23.23 Statutory Cancellation Right. In addition to all the rights of the Parties hereunder, Parties shall have the rights specified in A.R.S. § 38-511.

(Signature Pages Follow)

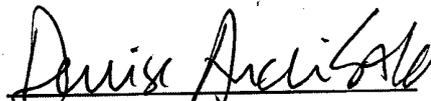
IN WITNESS WHEREOF, the Parties have executed this lease of the PAPAGO BASEBALL FACILITY BY THE CITY OF SCOTTSDALE as of the date first above written.

CITY OF PHOENIX

ED ZUERCHER, CITY MANAGER

By: 
Inger Erickson, Director
Parks & Recreation Department

ATTEST:

By: 
City Clerk



APPROVED AS TO FORM

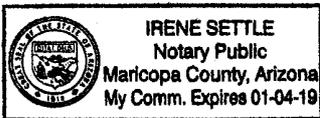
By: 
ACTING City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this day of November 20, 2018 by Inger Erickson, Parks and Recreation Director on behalf of the CITY OF PHOENIX, a municipal corporation.


Notary Public

(Notary Seal)



CITY CLERK DEPT.
2018 NOV 21 PM 3:50

EXHIBIT A
Legal Description

That portion of the Southeast Quarter of Section 33, Township 2 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of said Section 33, from which the South Quarter corner of said Section 33 bears S 89°41'44" W, a distance of 2688.12 feet;

THENCE along the South line of the Southeast Quarter of said Section 30, S 89°41'44" W, a distance of 726.76 feet;

THENCE leaving said South line, N 00°18'16" W, a distance of 371.96 feet to the **POINT OF BEGINNING**;

THENCE S 88°41'44" W, a distance of 175.40 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 254.14 feet with a chord bearing of N 70°05'22" W, a distance of 381.78 feet;

THENCE along the arc of said curve, to the right, through a central angle of 97°22'33" for an arc length of 431.92 feet;

THENCE N 09°41'09" W, a distance of 133.10 feet;

THENCE S 88°21'32" W, a distance of 99.79 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 146.43 feet with a chord bearing of S 50°21'18" W, a distance of 199.05 feet;

THENCE along the arc of said curve, to the right, through a central angle of 85°38'16", for an arc length of 218.86 feet;

THENCE N 78°25'26" W, a distance of 94.71 feet;

THENCE S 83°08'48" W, a distance of 74.84 feet to the beginning of a non-tangent curve concave northerly having a radius of 178.85 feet with a chord bearing of N 76°52'49" W, a distance of 116.05 feet;

THENCE along the arc of said curve, to the right, through a central angle of 37°51'47", for an arc length of 118.19 feet;

THENCE N 58°04'21" W, a distance of 100.16 feet;

THENCE N 26°45'56" W, a distance of 186.88 feet;

EXHIBIT A

Page 1 of 3

Contract No. 2018-201-COS

EXHIBIT A

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THENCE N 03°28'13" E, a distance of 76.71 feet;

THENCE N 48°13'20" W, a distance of 74.62 feet;

THENCE N 16°20'55" W, a distance of 301.37 feet;

THENCE N 00°36'21" E, a distance of 55.94 feet;

THENCE N 18°46'50" E, a distance of 82.44 feet;

THENCE N 26°51'30" E, a distance of 74.73 feet to the beginning of a non-tangent curve concave southerly having a radius of 266.61 feet with a chord bearing of N 83°25'33" E, a distance of 364.97 feet;

THENCE along the arc of said curve, to the right, through a central angle of 86°23'11", for an arc length of 401.98 feet;

THENCE S 48°47'29" E, a distance of 112.43 feet;

THENCE N 29°49'19" E, a distance of 99.98 feet;

THENCE N 03°37'35" E, a distance of 55.39 feet;

THENCE N 51°07'06" E, a distance of 197.60 feet;

THENCE S 68°12'34" E, a distance of 44.67 feet;

THENCE S 81°38'45" E, a distance of 197.16 feet;

THENCE S 15°49'58" E, a distance of 61.14 feet;

THENCE S 55°02'29" E, a distance of 269.12 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 536.44 feet with a chord bearing of S 71°56'11" E, a distance of 278.24 feet;

THENCE along the arc of said curve, to the left, through a central angle of 30°03'42", for an arc length of 281.46 feet;

THENCE S 88°44'47" E, a distance of 132.97 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 252.46 feet with a chord bearing of S 56°03'13" E, a distance of 207.31 feet;

THENCE along the arc of said curve, to the right, through a central angle of 48°29'00", for an arc length of 213.63 feet;

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Page 2 of 3

Contract No. 2018-201-COS

EXHIBIT A

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THENCE S 01°34'20" E, a distance of 49.29 feet to the beginning of a non-tangent curve concave westerly having a radius of 277.67 feet with a chord bearing of S 02°27'46" W, a distance of 231.50 feet;

THENCE along the arc of said curve, to the right, through a central angle of 49°16'25", for an arc length of 238.79 feet;

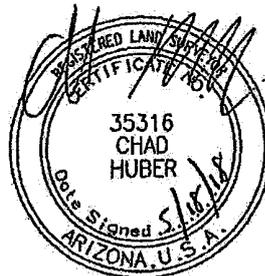
THENCE S 00°18'49" E, a distance of 136.37 feet;

THENCE S 14°41'54" E, a distance of 111.67 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 234.25 feet with a chord bearing of S 45°55'07" W, a distance of 390.61 feet;

THENCE along the arc of said curve, to the right, through a central angle of 112°58'12", for an arc length of 461.87 feet;

THENCE N 75°41'31" W, a distance of 106.69 feet to the **POINT OF BEGINNING**.

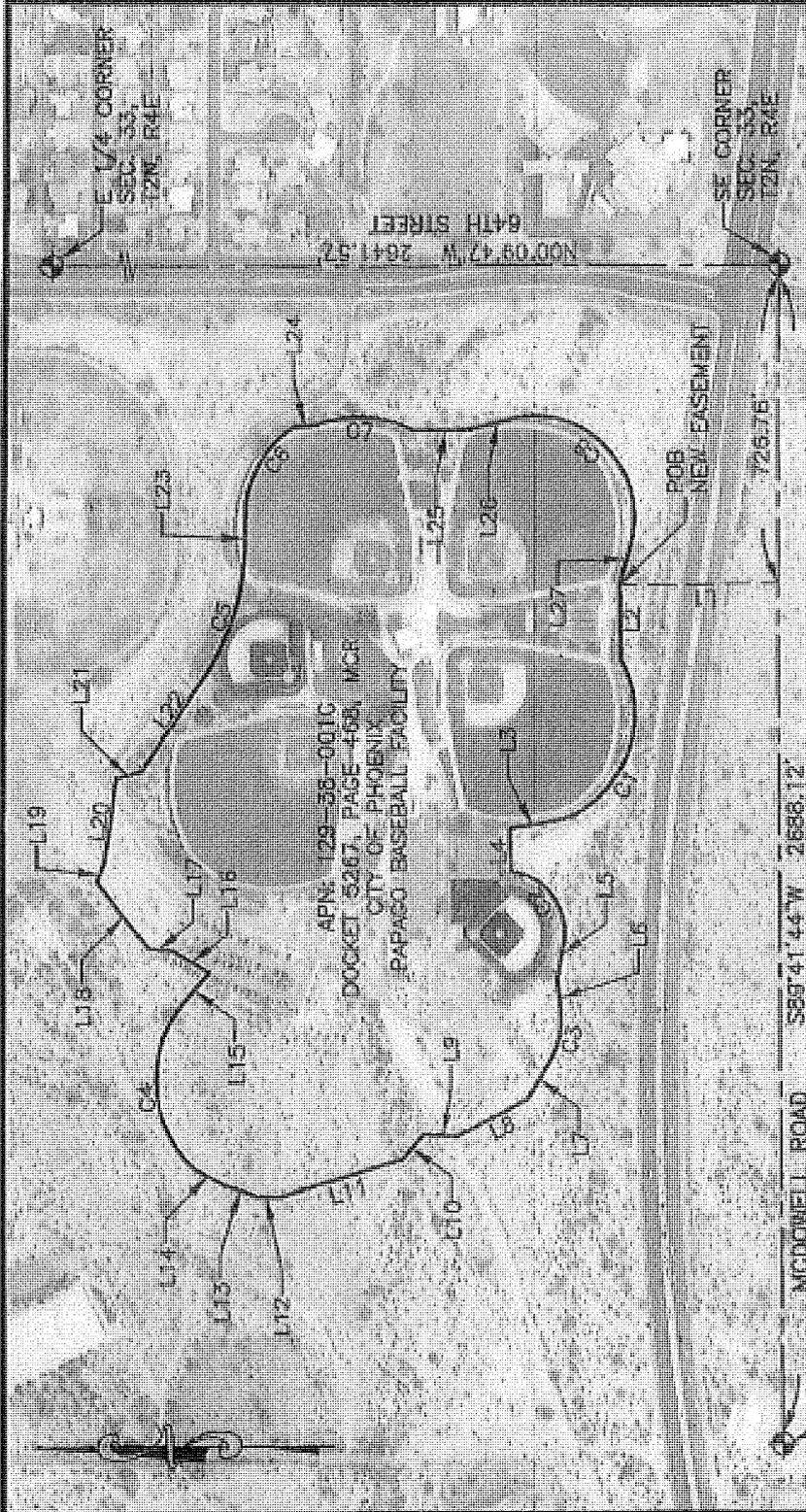
Said parcel contains 36.75 acres (more or less)



Expires: 9/30/2018

EXHIBIT A

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EASEMENT EXHIBIT

LEGEND
 POB = POINT OF BEGINNING
 ROW = RIGHT-OF-WAY
 MCR = MARICOPA COUNTY RECORDER
 [Hatched Box] = NEW EASEMENT

AZTEC ENGINEERING
 501 E. KATHLEEN RD., PHOENIX, AZ 85042
 (602) 991-8488 Fax: (602) 991-0405
 Website: www.azteceng.com

35316 CHAND HUBER
 MARICOPA COUNTY RECORDER
 1500 W. WASHINGTON AVENUE, SUITE 100
 PHOENIX, ARIZONA 85007
 EXPIRES: 9/30/16

DATE: 9-18-18	DATE: 9-18-18	DATE: 9-18-18	DATE: 9-18-18
SCALE: N/A	SCALE: N/A	SCALE: N/A	SCALE: N/A
SHEET NO. 1	TOTAL SHEETS 2		

EXHIBIT A

EXHIBIT B
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Public trails to be developed by
City of Scottsdale (traced in yellow)

PAPAGO SITE / CONCEPTUAL TRAIL CORRIDOR PLAN

POPULOUS

07.04.2017

EXHIBIT A

EXHIBIT C

Page 1 of 1

Contract No. 2018-201-COS

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EXHIBIT A



PAPAGO ENLARGED SITE PLAN

07/ALL/2017 POPULOUS

EXHIBIT "E"

Sublessee and Contractor Insurance Requirements

1. INSURANCE REQUIREMENTS:

Sublessee and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Sublessee and its agents, representatives, employees and subconsultants. Sublessee and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this agreement. Phoenix in no way warrants that the minimum limits stated in this section are sufficient to protect Scottsdale from liabilities that might arise out of the activities encompassed by this agreement by Scottsdale, its agents, representatives, employees or subcontractors and Scottsdale is free to purchase additional insurance as may be determined necessary.

1.1. MINIMUM SCOPE AND LIMITS OF INSURANCE: Scottsdale or sublessee must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1.1.1. Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to Rented Premises)	\$50,000
Liquor Liability (if alcohol is being sold)	\$1,000,000

- The policy must be endorsed to include the following additional insured language: "The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Tenant, sub tenant, or subcontractors."

- The policy must be endorsed to include Liquor Liability coverage if alcohol is being sold at the event.

1.1.2 Property Insurance

Coverage for buildings including Scottsdale’s tenant improvements shall be insured for special form perils coverage on a replacement value basis.

- The City of Phoenix must be named as a loss payee on property coverage for buildings and tenant improvements.
- Policy must contain a waiver of subrogation against the City of Phoenix.

1.1.3 Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

The policy must be endorsed to include the following additional insured language: "The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Tenant, sub tenant, or sub contractor, including automobiles owned, leased, hired or borrowed by any of them. "

1.1.4 Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a Sponsor or subcontractor is exempt under A.R.S. §23-902(E), AND when such Sponsor or subcontractor executes the appropriate sole proprietor waiver form.

- 2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies must include, or be endorsed to include, the following provisions:
- On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured.
 - Scottsdale or Sublessee's Subcontractors insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
- 3 **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, Scottsdale must provide to Phoenix, within ten (10) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **(City of Phoenix Department Representative's Name & Address & Fax Number)**.
- 4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. Phoenix in no way warrants that the above-required minimum insurer rating is sufficient to protect Scottsdale from potential insurer insolvency. Notwithstanding the foregoing, Scottsdale shall have the absolute right to self-insure or carry any of its insurance under "blanket policies" covering the Premises and other locations it owns or leases. If requested by Phoenix, Scottsdale will furnish to Phoenix a letter certifying or self- insurance certificate to document that Scottsdale has provided for the insurance coverage required
- 5 **VERIFICATION OF COVERAGE:** Scottsdale must furnish Phoenix certificates of insurance (ACORD form or equivalent approved by Phoenix) as required at least 10 days prior to occupancy or renewal of said insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this agreement must be in effect at or prior to commencement of the occupancy and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required must be sent directly to **(City Department Representative's Name and Address)**. The contract number and title must be noted on the certificate of insurance.

Exhibit E
Page 3 of 4

15722181v16

Contract No. 2018-201-COS

EXHIBIT A

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- 6 **SUBCONTRACTORS**: If any work under this agreement is subcontracted in any way, Scottsdale or sublessee on behalf of Scottsdale shall execute written agreements with all Subcontractors containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Scottsdale and Phoenix. The sublessee shall be responsible for executing the agreement with all Subcontractors and obtaining Certificates of Insurance verifying the insurance requirements.
- 7 **APPROVAL**: Any modification or variation from these insurance requirements must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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15722181v16

Contract No. 2018-201-COS

EXHIBIT A

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Masterlease CON148862-0 city phx to scottsdale_1.pdf

List No.1.

RECEIVED
DEC 4 - 1937
STATE LAND DEPT.
OF ARIZONA

01-DEED

32964

Patent No. 1093785

copy
ok
AK

1937
In Book of _____
on page _____
Witness my hand and seal
this day and year aforesaid.
N. C. WILSON
County Recorder
Phoenix
375

STATE SELECTION

Act of April 7, 1930 (46 Stat. 142),
as amended by the Act of July 7, 1932 (47 Stat.
646).

Phoenix Land District.

Arizona.

Paragon
Bank
Course

DNT 3500 (44)

EXHIBIT F

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Contract No. 2018-201-COS

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Phoenix 071491.

5599 444

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Phoenix, Arizona, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of April 7, 1930 (46 Stat. 142), entitled "An Act To abolish the Papago Saguaro National Monument, Arizona, to provide for the disposition of certain lands therein for park and recreational uses, and for other purposes", as amended by the Act of July 7, 1932 (47 Stat. 646), the claim of the State of Arizona, has been established and duly consummated, in conformity to law, for the Lots six, seven, ten, and eleven of Section three, the Lots one and two, the south half of the north half, and the south half of Section four, the south half of the northeast quarter and the east half of the southeast quarter of Section five, the north half of the northeast quarter, the north half of the northwest quarter of the northwest quarter, the north half of the northeast quarter of the northwest quarter, the southeast quarter of the northeast quarter of the northwest quarter, and the east half of the southeast quarter of the northwest quarter of Section nine, and the Lots one and two of Section ten in Township one north and the southeast quarter of Section thirty-three in Township two north all in Range four east of the Gila and Salt River Meridian, Arizona, containing one thousand one hundred eighty-five acres and fourteen hundredths of an acre, according to the Official Plat of the Survey of the said Land, on file in the General Land Office:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES OF AMERICA, unto the said State of Arizona, the tracts of Land above described; TO HAVE AND TO HOLD the said tracts of Land, with the appurtenances thereof, unto the said State of Arizona, and to its successors, forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches.

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1.

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and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. And there is also reserved to the United States under the provisions of said Act of April 7, 1930, all the oil, coal, or other mineral deposits found at any time in the lands above described, and the right to prospect for, mine, and remove the same under such rules and regulations as the Secretary of the Interior may prescribe.

This patent is issued upon the express condition, that the lands so granted shall be used only for municipal, park, recreation, or public-convenience purposes, and if the lands or any part thereof, shall be abandoned for such use, such lands, or such part, shall revert to the United States.

*Certificate No. 1 of Approval of Transfer and Change of Use approved June 16, 1954, to the City of Phoenix, State of Arizona for 624.83 acres. Authority Sec. 3 act of June 14, 1926, as amended (68 Stat. 173; 43 U.S.C. 869).
Rose M. Beall Chief, Patents Section.*

Supplemental Patent No. 1153369-5.80 a.
Aug. 8, 1955

IN TESTIMONY WHEREOF, Franklin D. Roosevelt,

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the SEVENTEENTH day of NOVEMBER in the year of our Lord one thousand nine hundred and THIRTY-SEVEN and of the Independence of the United States the one hundred and SIXTY-SECOND.

By the President:

Franklin D. Roosevelt
By *James E. Adams*, Secretary,
J. Calvin S. Adams
Recorder of the General Land Office.

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Int: 5599 P&L 446

attached 4749

THE SECRETARY OF THE INTERIOR
WASHINGTON

Serial No. Phoenix 57191

Certificate No. 1

**CERTIFICATE OF APPROVAL OF TRANSFER
AND CHANGE OF USE**
(Act of June 14, 1926; 44 Stat. 741;
43 U.S.C. 869 et seq., as amended)

This is to certify that the authorized officer of the Bureau of Land Management, on April 28, 1959, authorized the State of Arizona to transfer the lands described below and in Patent No. 1,093,785 issued November 17, 1937, to the City of Phoenix, State of Arizona, for use as a park, recreation, public convenience purposes, including the construction of a baseball stadium. This approval is subject to the reversionary provisions of the above noted Act, terminating 25 years from April 28, 1959.

Gila and Salt River Meridian, Arizona
United States

T. 1 N., R. 4 E.
sec. 4, lot 2, SW1/4, S1/4, SW1/4, SW1/4
sec. 5, S1/4, E1/4
sec. 9, E1/4 except lot 8 in the E1/4 and
in the E1/4 which was included in Patent
No. 1,153,369 dated August 8, 1955, which
issued under the Act of Congress of May 13,
1955 (69 Stat. 48), NW1/4, N1/4
Containing 624.83 acres

June 16, 1959

[Signature]
Assistant Secretary



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HOLD FOR PICK UP
CITY OF PHX. ACCT. #34



Unofficial Document

OFFICE
MARICOPA

HELEN PURCELL

97-0380744 06/05/97 03:03

TAMM 55 OF 55

The United States of America

To all to whom these presents shall come, Greeting:

EXEMPT UNDER A.R.S. 42-144A3
AZA 29355

WHEREAS

CITY OF PHOENIX

is entitled to a land patent pursuant to the Recreation and Public Purposes Act of June 14, 1926, as amended, 43 U.S.C. 869 et seq., for the following described land:

Gila and Salt River Meridian, Arizona

T. 1 N., R. 4 E.,
sec. 4, lots 3 and 5;
sec. 5, lot 6.

T. 2 N., R. 4 E.,
sec. 33, lot 2.

containing 65.84 acres.

NOW KNOW YE, that there is, therefore, granted by the United States, unto the City of Phoenix, the land above described for a city park only; TO HAVE AND TO HOLD the land with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the City of Phoenix, and its assigns forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890, 43 U.S.C. 945.
2. All mineral deposits in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same under applicable laws and regulations to be established by the Secretary of the Interior.
3. An appropriation of a right-of-way for a Federal Aid Highway, under the Act of November 9, 1921, 42 Stat. 216; repealed 1958 (AZAR 04330).

Patent Number 02-97-0007

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*20250
PARK
Solar
Course*

SUBJECT TO:

1. Those rights for a water storage site and drainage control, granted to the City of Phoenix, its successors or assigns, by right-of-way No. AZA 06039, pursuant to the Act of February 15, 1901, 43 U.S.C. 959.
2. Those rights for a water storage tank site, water supply pipeline and access road, granted to the City of Phoenix, its successors or assigns by right-of-way No. AZAR 024174, pursuant to the Act of February 15, 1901, 43 U.S.C. 959.

Provided, that title shall revert to the United States upon a finding, after notice and opportunity for a hearing, that, without the approval of the Secretary of the Interior or his delegate, the patentee or its approved successor attempts to transfer title to or control over the lands to another, the lands have been devoted to a use other than that for which the lands were conveyed, the lands have not been used for the purpose for which the lands were conveyed for a 5-year period, or the patentee has failed to follow the approved development plan or management plan.

Provided further, that the Secretary of the Interior may take action to revest title in the United States if the patentee directly or indirectly permits its agents, employees, contractors, or subcontractors (including without limitation lessees, sublessees, and permittees) to prohibit or restrict the use of any part of the patented lands or any of the facilities thereon by any person because of such person's race, creed, color, sex, national origin, or handicap.

The grant of the herein described lands is subject to the following reservations, conditions, and limitations:

1. The patentee or its successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 241, and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto, 43 CFR 17, for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits.
2. If the patentee or its successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964, and the requirements imposed by the Department of the Interior issued pursuant to that title, during the period during which the property described herein is used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits, the Secretary of the Interior or his delegate may declare the terms of this grant terminated in whole or in part.
3. The patentee, by acceptance of this patent, agrees for itself or its successors in interest that a declaration of termination in whole or in part of this grant shall, at the option of the Secretary or his delegate, operate to revest in the United States full title to the lands involved in the declaration.

Patent Number

02-97-0007

EXHIBIT F

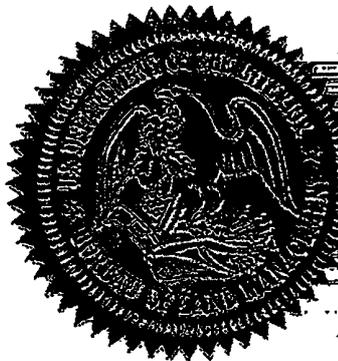
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4. The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee.
5. The patentee or its successor in interest will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility conveyed.
6. The reservations, conditions, and limitations contained in paragraphs (1) through (5) shall constitute a covenant running with the land, binding on the patentee and its successors in interest for the period for which the land described herein is used for the purpose for which this grant was made, or for another purpose involving the provision of similar services or benefits.
7. The assurances and covenant required by sections (1) through (6) above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

Unofficial Document



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 16, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Phoenix, Arizona, the twenty-second day of May in the year of our Lord one thousand nine hundred and ninety-seven and of the Independence of the United States the two hundred and twenty first.

By *Ceci Sturm*
 Ceci Sturm
 Acting State Director

Patent Number **02-97-0007**

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STATE OF ARIZONA, County of Maricopa; ss. I do hereby certify that the within instrument was filed and recorded at request of *CLIFFORD G. AND* Docket *5267* 1964 OCT 20 9 00 Records of Maricopa County, Arizona. By *Amber* Deputy. WITNESS my hand and official seal the day and year. DI-DEED 201144

5267 468 DEED

THIS INDENTURE made this 11th day of August, 1964, between the State of Arizona, acting by and through Paul J. Fannin, the duly elected, qualified Governor of the State of Arizona, under and pursuant to Sections 41-511.16, 41-511.17, and 41-511.18, Arizona Revised Statutes, Grantor, and the City of Phoenix, a municipal corporation, Grantee.

WITNESSETH:

Grantor, for and in consideration of the sum of \$3,529.02 paid to it, through its State Parks Board, the receipt whereof is hereby acknowledged, and in further consideration of the assumption by the Grantee of all the obligations and its taking subject to certain reservations, restrictions, and conditions and its covenant to abide by and agreement to certain other reservations, restrictions, and conditions, all as set out hereinafter, does by these presents convey unto Grantee, its successors and assigns, all of its right, title, interest, claim, and demand in and to the following-described property situated in the County of Maricopa, State of Arizona, to-wit:

Southeast quarter of Section Thirty-three, in Township Two North, Lots Six, Seven, Ten, and Eleven of Section Three; Lots One and Two, the south half of the north half and the south half of Section Four; the south half of the northeast quarter, and the east half of the southeast quarter of Section Five; the north half of the northeast quarter, the north half of the north half of the northwest quarter, the southeast quarter of the northeast quarter of the northwest quarter, the east half of the southeast quarter of the northwest quarter, except for Lots Seven and Eight of said Section Nine; and the Lots One and Two of Section Ten; in Township One North, all in Range Four East of the Gila and Salt River Base and meridian, Arizona;

containing one thousand one hundred seventy-six and thirty-four hundredths acres, more or less.

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5267 468

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular appurtenances and privileges thereunto belonging and all the estate, right, title, interest, and claim of the Grantor unto the said Grantee, its successors and assigns, forever.

By the acceptance of this deed or any rights hereunder the said Grantee, for itself, its successors and assigns, agrees that the transfer of the property transferred by this instrument is accepted subject to the following restrictions and reservations contained in Patent No. 1093785 from the United States of America to the State of Arizona, dated November 17, 1937, and in amendments or modifications thereof:

- (1) Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts.
- (2) There is reserved from the lands hereby granted a right-of-way for ditches or canals constructed by the authority of the United States.
- (3) There is also reserved to the United States under provisions of the Act of April 7, 1930, all the oil, coal, or other mineral deposits found at any time in above-described lands and the right to prospect for, mine, and remove the same under such rules and regulations as the Secretary of Interior may prescribe.
- (4) This deed is issued upon the express condition that the lands so conveyed shall be used only for a park, recreation, public convenience purposes, including the construction of a baseball stadium, and if the lands, or any part thereof, shall

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-2-

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IM 5267 PAGE 470

be abandoned for such use, such lands or such part shall revert to the United States.

By the acceptance of this deed, or any rights hereunder, the said Grantee, for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and that this transfer is made subject to the following reservations, restrictions, and conditions contained in Section 41-511.17 and 37-231, Arizona Revised Statutes, and in Conditional Certificate of Purchase No. 1, dated July 27, 1959, heretofore issued to Grantee.

(a) The lands shall be used only for municipal, park, recreation, or public convenience purposes, and if the lands or any part thereof shall be abandoned for such use, such lands, or such part, shall revert to the United States of America.

(b) The lands are subject to the following leases, easements, permits, and right-of-way agreements, the holders of which are entitled to successive renewals thereof for terms of five years each as long as they comply with the terms of the same:

Arizona Game & Fish Department	108.67 Acres	✓ ?
Salt River Project Agricultural Improvement and Power District	2.78 Acres	
Arizona Highway Department	31.77 Acres	
City of Tempe	43.44 Acres	
Arizona Cactus and Native Floral Society, Inc.	150.73 Acres	
United States Army	70.38 Acres	
Highway Rights-of-way	10.52 Acres	

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19641020_DKT_5267_468_6

The improvements on said leases, easements, permits, and rights-of-way have not been sold, and the purchaser has only acquired title to the land subject to the same.

(c) The Grantee shall consult with the Arizona State Parks Board in the preparation of a Master Plan for the development of Papago Park. The Grantee shall prepare the Master Plan.

(d) The Grantee shall submit to the Arizona State Parks Board, within six months of date of conveyance, a program of development of Papago Park, with the understanding that the Grantee shall make every effort to spend at least one million dollars in such development in the first five years, and that in any event at least one million dollars shall be spent in the first ten years.

(e) The Grantee shall, within the first year of development, construct and install picnic facilities, water supply, sanitation facilities, and ingress and egress to such picnic area.

(f) The Grantee shall not charge an admission or exact a toll for entry into Papago Park; and charges made at concessions or fees fixed for the use of such facilities as the golf course, swimming pool, etc., shall be reasonable.

(g) "Municipal use" shall be limited to mean the construction of a baseball stadium for commercial baseball enterprises; and only other facilities and administrative building essential to the operation of Papago Park and in the interest of health, safety, and welfare of the park visitor.

(h) If the Grantee constructs a baseball stadium and parking area for such a facility for use by

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commercial baseball enterprises, such facilities shall not be constructed on Papago Park lands lying south of McDowell Road and north of Van Buren Street.

(i) The Grantee shall acknowledge the tomb of Governor Hunt and that square area 120 feet by 120 feet; this parcel of land being one-third of an acre; the apex of the pyramid being the center of the square, and the sides of the square being parallel to the base of the pyramid. In addition, the Grantee shall incorporate the Master Plan for the tomb of Governor Hunt into the Master Plan for Papago Park, to provide egress and ingress, including a path to the tomb proper, providing easy ascent and descent; parking, lighting, water, landscaping, maintenance, and a retaining wall of approximately two feet in height for stabilization purposes. The Grantee agrees to make every effort to comply with these stipulations within a five-year period, and to maintain and keep in good repair said tomb in perpetuity. And, in addition, the Grantee shall grant to the surviving family of Governor Hunt the right to entomb other members of their family in said tomb until the spaces for such in said tomb have been filled.

(j) The Grantee agrees that a representative or a committee representing the United States of America may inspect Papago Park at any time for the purpose of determining whether stipulations and conditions herein set forth are being complied with. Said representative or committee shall advise the Grantee of any non-compliance with any stipulation or condition herein, and said Grantee shall be given one full fiscal year to comply. In the event of a dispute between the United States of America

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Ex: 5267 sub 473

and the Grantee as to whether there has been non-compliance with any stipulation or condition, the matter shall be decided by the courts.

(k) The Grantee is hereby prohibited from selling or transferring or attempting to sell or transfer Papago Park. Any such action or attempted action by said Grantee shall be deemed an abandonment, and Papago Park shall revert to the United States of America.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by Paul J. Fannin, its duly elected, qualified, and acting Governor, and its Great Seal hereto affixed the day and year first herein written.

Unofficial Document

ATTEST
Harley Bohlin
SECRETARY OF STATE OF THE STATE OF ARIZONA

Paul J. Fannin
PAUL J. FANNIN
GOVERNOR OF THE STATE OF ARIZONA

STATE OF ARIZONA }
County of Maricopa } ss

On this 11th day of August, 1964, before me, the undersigned notary public, personally appeared Paul J. Fannin, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

My commission expires
Aug 30, 1966

Paul J. Fannin
Notary Public

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DKT 2950 PAGE 214

CONDITIONAL

CERTIFICATE OF PURCHASE

474,

NO. 1

SALE NO. 1SALES REPORT NO. 1

ARIZONA STATE PARKS BOARD - STATE OF ARIZONA,

WHEREAS, on the 25th day of February, A. D. 1959, the CITY OF PHOENIX purchased from the State of Arizona the following described land, to-wit:

Southeast quarter of Section thirty-three, in Township Two north, Lots six, seven, ten and eleven of Section three; Lots one and two, the south half of the north half and the south half of Section four; the south half of the northeast quarter, and the east half of the southeast quarter of Section five; the north half of the northeast quarter, the north half of the north half of the northwest quarter, the southeast quarter of the northeast quarter of the northwest quarter, the east half of the southeast quarter of the northwest quarter, except for Lots seven and eight of said Section nine; and the Lots one and two of Section ten; in Township one north, all in Range four east of the Gila and Salt River Base and Meridian, Arizona;

containing one thousand one hundred seventy-six and thirty-four hundredths acres, more or less, under and subject to the provisions of the laws of the State of Arizona, for the sum of THREE THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS AND TWO CENTS (\$3,529.02), of which there has been paid to the STATE PARKS BOARD the sum of THREE THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS AND TWO CENTS (\$3,529.02).

NOW, THEREFORE, the said purchaser, THE CITY OF PHOENIX, will be entitled to have and receive a Patent from the State of Arizona to the land hereinbefore described, upon surrendering this Certificate and fully complying with all the terms and conditions herein contained, and complying with all the pro-

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visions of law. Before said patent is issued the purchaser must supply the Arizona State Parks Board with proof that the purchaser has secured the approval of the Secretary of the Interior as to transfer of title and change of use.

CONDITIONS

This instrument is executed subject to all conditions, requirements and provisions of the Public Land Code of the State of Arizona, passed at the Second Special Session of the Second Legislature of the State of Arizona.

Said lands are subject to the following leases, easements, permits and right-of-way agreements, the holders of which are entitled by the provisions of A. R. S. § 41-511.17.2 to successive renewals thereof for terms of five years each as long as they comply with the terms of the same:

Arizona Game & Fish Department	108.67 Acres
Salt River Project Agricultural Improvement and Power District	2.78 Acres
Arizona Highway Department <small>Official Document</small>	31.77 Acres
City of Tempe	43.44 Acres
Arizona Cactus and Native Floral Society, Inc.	150.73 Acres
United States Army	70.38 Acres
Highway Rights of Way	10.52 Acres

The improvements on said leases, easements, permits and rights-of-way have not been sold, and the purchaser has only acquired title to the land subject to the same.

In addition to the above encumbrances, A. R. S. § 41-511.16 provides that said lands may only be sold in one parcel to any municipality for the purposes set forth in Patent No. 1093785 from the United States of America to the State of Arizona, dated November 17, 1937. That patent was issued upon the express condition that said lands shall be used only for municipal, park, recreation, or public-convenience purposes, and if abandoned for such use, such lands, or such part, shall revert to the United States, and subject to any vested and accrued water

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rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection therewith, and for ditches or canals constructed by the authority of the United States. The United States Government further reserved in said patent all the oil, coal, or other mineral deposits found at any time in said lands, and the right to prospect for, mine and remove the same. If the State of Arizona has any such rights, pursuant to A. R. S. § 37-231, it reserves one-sixteenth of all gas, oil, metal and mineral rights in the above described lands.

In conformity with the restrictions of sale found in A. R. S. § 41-511.16 and the uses and purposes of said land set forth in said patent, certain other stipulations and conditions have been adopted by the Arizona State Parks Board to be included in the conveyance of Papago Park to a purchaser. These read as follows:

1. That the Grantee shall agree to consult with the Arizona State Parks Board in the preparation of a Master Plan for the development of Papago Park. The Grantee shall prepare the Master Plan.
2. That the Grantee shall submit to the Arizona State Parks Board, within six months of date of conveyance, a program of development of Papago Park, with the understanding that the Grantee shall make every effort to spend at least one million dollars in such development in the first five years, and that in any event at least one million dollars shall be spent in the first ten years.
3. That the Grantee shall, within the first year of development, construct and install picnic facilities, water supply, sanitation facilities, and ingress and egress to such picnic area.
4. That the Grantee shall agree not to charge an admission or to exact a toll for entry into Papago

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- Park; and that charges made at concessions, or fees fixed for the use of such facilities as the golf course, swimming pool, etc., shall be reasonable.
5. That the Grantee shall agree the "municipal use" shall be limited to mean the construction of a baseball stadium for commercial baseball enterprises; and only other facilities and administrative building essential to the operation of Papago Park and in the interest of health, safety and welfare of the park visitor.
 6. That if the Grantee constructs a baseball stadium and parking area for such a facility for use by commercial baseball enterprises, such facilities shall not be constructed on Papago Park lands lying south of McDowell Road and north of Van Buren Street.
 7. That the Grantee agrees to acknowledge the Tomb of Governor Hunt and that ^{located thereon} square area 120 feet by 120 feet; this parcel of land being one-third of an acre; the apex of the pyramid being the center of the square, and the sides of the square being parallel to the base of the pyramid. In addition the Grantee shall agree to incorporate the Master Plan for the Tomb of Governor Hunt into the Master Plan for Papago Park, to provide egress and ingress, including a path to the tomb proper, providing easy ascent and descent; parking, lighting, water, landscaping, maintenance, and a retaining wall of approximately two feet in height for stabilization purposes. The Grantee agrees to make every effort to comply with these stipulations within a five year period, and to maintain and keep in good repair said tomb in perpetuity. And in addition, the Grantee shall grant to the surviving family of

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Governor Hunt the right to entomb such other members of their family in said tomb until the spaces for such in said tomb have been filled.

- 8. That the Grantee shall agree that a representative or a committee of the Arizona State Parks Board may inspect Papago Park at any time for the purpose of determining whether stipulations and conditions herein set forth are being complied with. Said representative or committee shall advise the Grantee of any non-compliance with any stipulation or condition herein and said Grantee shall be given one full fiscal year to comply. In the event of a dispute between the State Parks Board and the Grantee as to whether there has been non-compliance with any stipulation or condition, the matter shall be decided by the courts.
- 9. The Grantee is hereby prohibited from selling or transferring or attempting to sell or transfer Papago Park. Any such action or attempted action by said Grantee shall be deemed an abandonment and Papago Park shall revert to the State of Arizona.

IN WITNESS WHEREOF, the Arizona State Parks Director has affixed his signature at Phoenix, State of Arizona, on the 30th day of July, A. D. 1959, and the said City of Phoenix, a municipal corporation, the purchaser herein, has affixed its signature at Phoenix, State of Arizona, on the 27th day of July, A. D. 1959.

Dennis Mc Carthy
Arizona State Parks Director

CITY OF PHOENIX, a municipal corporation
By Ray Wilson
City Manager

ARIZONA
John J. Burke
City Clerk
APPROVED AS TO FORM:
[Signature]
City Attorney

128358
RE NUMBER:
Name of Instrument
Recorded in
Date of Instr.
Other Index Cards Needed
Debit Department?

STATE OF ARIZONA } ss
County of Maricopa }
I hereby certify that the within instrument was filed and recorded at request of Dennis Mc Carthy in Docket 3011 31 2950 on page 214 to 218 Du
witness my hand and official seal the day and year aforesaid.
-A. C. Maday -
County Recorder

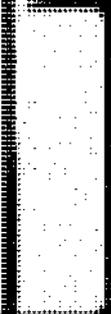
By [Signature]
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Masterlease CON148862-0 city phx to scottsdale_2.pdf

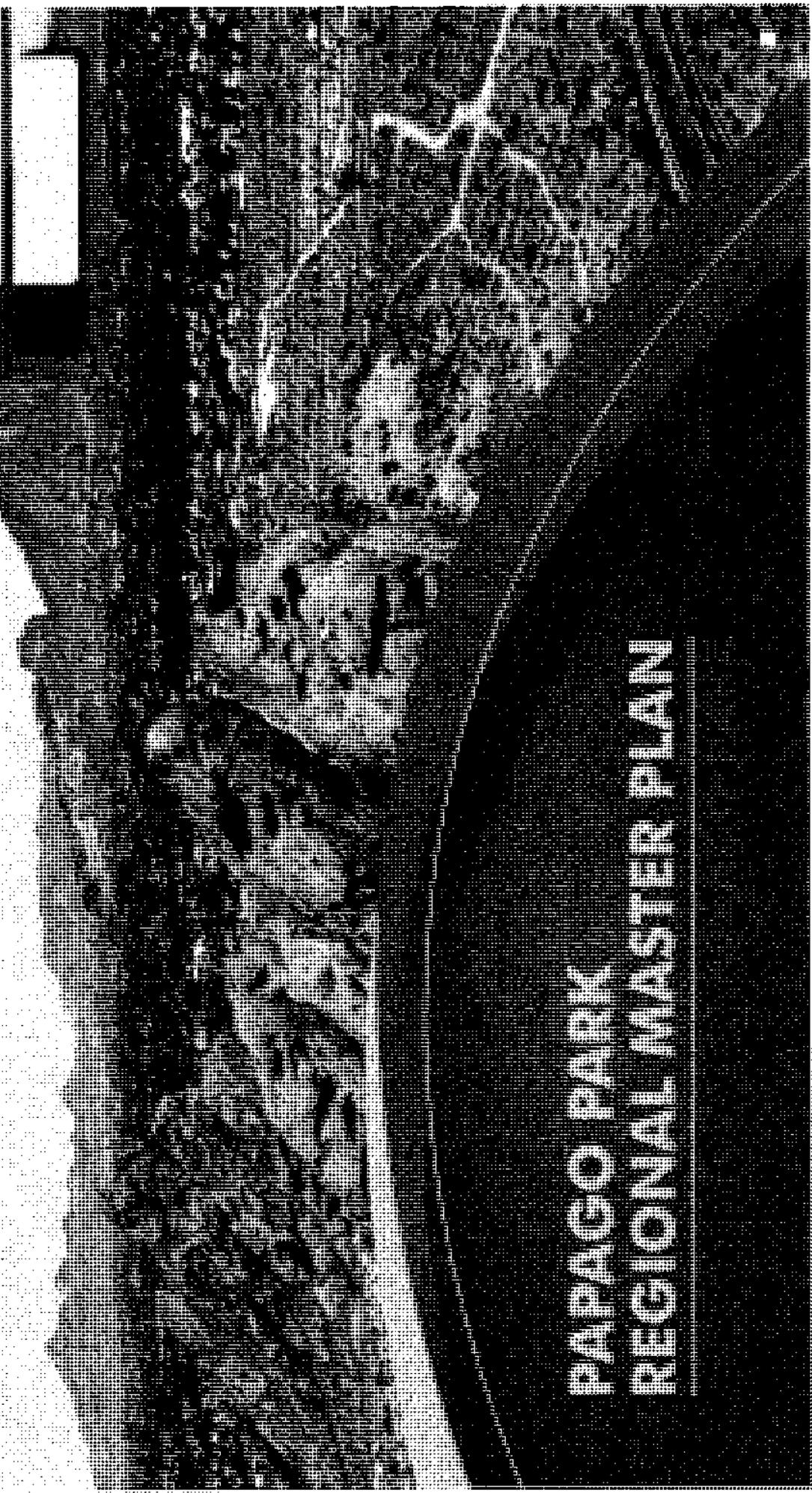
CITY OF
PARAGO



DISCOVER PARAGO FIRST



PARAGO PARK REGIONAL MASTER PLAN





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The Project Team would like to acknowledge the following people for their help and efforts during the development of this master plan.

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Mark Mitchell - Tempe Council member
Frank Granillo - Tempe Parks Board Chair
Sal DiCiccio - Phoenix Council member
Jim Holway - Phoenix Parks and Recreation Board (former member)
Diana Brooks - Phoenix Parks and Recreation Board Chair
Bob Littlefield - Scottsdale Council member
Tony Nelissen - Scottsdale Council member
Bob Frost - Scottsdale Parks and Recreation Commission Chair

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ADDITIONAL ACKNOWLEDGEMENTS

The Salt River Pima-Maricopa Indian Community
City of Tempe Parks and Recreation Staff
City of Phoenix Parks and Recreation Staff
City of Scottsdale Parks and Recreation Staff
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Special thanks to all who took the time to come to the workshops and visit the website. Your input and passion for the park has been the driving force behind this Master Plan.

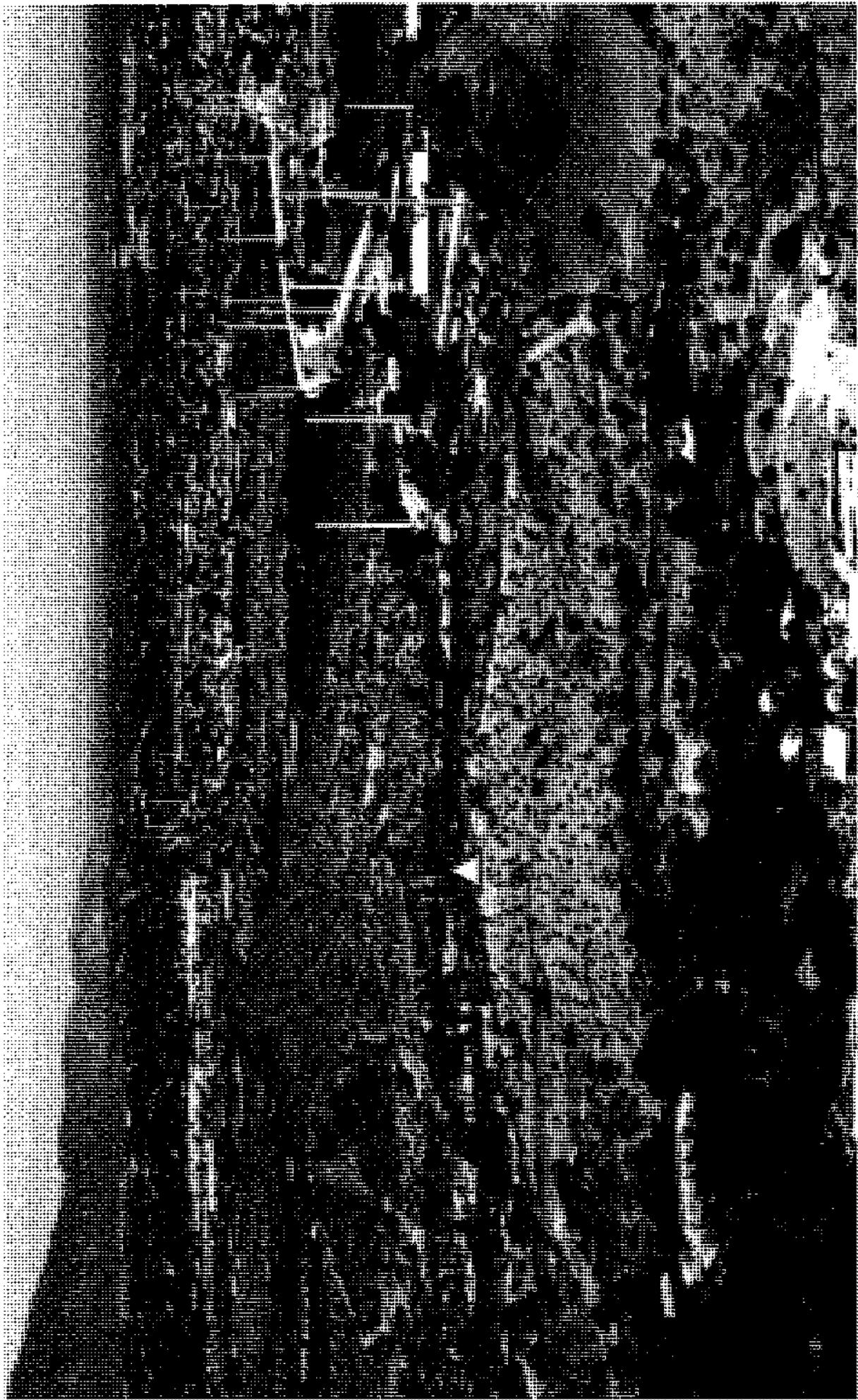


As approved by the Executive Committee on June 17, 2010

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INTRODUCTION

"Most urban parks are creations of planning and landscape design. Papago Park is fundamentally different – it comes "pre-designed," and we cannot possibly improve on it. The red-rock buttes, open spaces, and desert vegetation are at the heart of what most people value about Papago Park. The trick is how to retain these values while also accommodating heavy visitation and recognizing that not all visitors will be seeking the same experience."

– Thomas Wright

Salt River Pima-Maricopa Indian Community - Staff Archeologist

There are a select few "Great American Parks" in this country. Each one strikes a chord in each of us and, in many ways, embodies the values of who we are as Americans. These public parks excel at balancing the needs of local people with available resources, and reach great heights by celebrating the unique natural and/or cultural identity of those communities. These great parks have a reputation nationally and internationally for a sense of place and meaning for both residents and visitors of that community. Among the most frequent examples of these Great Urban American Parks are New York City's Central Park, San Diego's Balboa Park, Chicago's Grant Park, and San Francisco's Golden Gate National Recreation Area.

One of the prevailing questions that drove the Papago Park Regional Master Plan since it began is, "What will it take for Papago Park to be known as a Great American Park?" The Consultant Team and four key municipal stakeholders, Salt River Pima-Maricopa Indian Community, City of Tempe, City of Phoenix, and the City of Scottsdale, have been dedicated to pursuing this question in a way that also meets the needs and interests of the community who are served daily by the park. This project will provide realistic, but ambitious clarity to the actions necessary for Papago Park to be a Great American Park.

Papago Park is a gem in the Valley of the Sun, and has a bright future to become renowned as a Great American Park. The prevailing challenges facing Papago Park lie in the complexities of multiple land owners, multiple stakeholder municipalities and communities, diverse users, diverse amenities and attractions, and a host of additional circumstances. Mastering simple, high-value improvements that strengthen the sense of place, visitor experience, brand resonance, resource stewardship, and community values are the opportunities that need to be harnessed for Papago Park to grow into its full potential. The predominant users and neighboring communities of the park are not supportive of big ideas for development or alternative use. It is critical to leverage a blend of targeted improvement opportunities that are feasible and relatively inexpensive to gain the most mileage in pursuit of the standards of a Great American Park. Subsequently, the circumstances of current and projected

public finance in Arizona inhibit large scale projects in the park that require substantial funding. Future opportunities may arise for expansion of the park or the addition of amenities within the park that are not currently foreseen. These opportunities should be considered as long as the vision and mission of the park is maintained and that the municipalities can support the proposal without difficulty.

The most notable finding of the Consultant Team is that all the right ingredients are already present for Papago Park to reach Great American Park status. The greatest challenge to this goal actually hinges on small, but essential details that are not currently addressed. For example, Papago Park already features a public zoo that receives national acclaim for its exhibits and programs, an unparalleled botanical garden specializing in native flora of the desert southwest, a signature golf course, diverse recreational amenities, miles of multi-use trails, breathtaking viewpoints, and is the home of a major league baseball team for off-season training. What is missing is that Papago Park rarely gets credit for being the home of these amazing amenities as there is little or no sense of arrival or place. Media explaining the historical and cultural significance of the site is limited, and there is little interpretation to the significance of the natural resources of the park. It became clear early in the project that the most enduring legacy for Papago Park lies not in the broad strokes of trying to create a new sense of greatness, but rather a keen focus on the finer details of building a cohesiveness around the greatness that is already present.

1.0 EVOLUTION OF THE PARK

EVOLUTION OF THE PARK

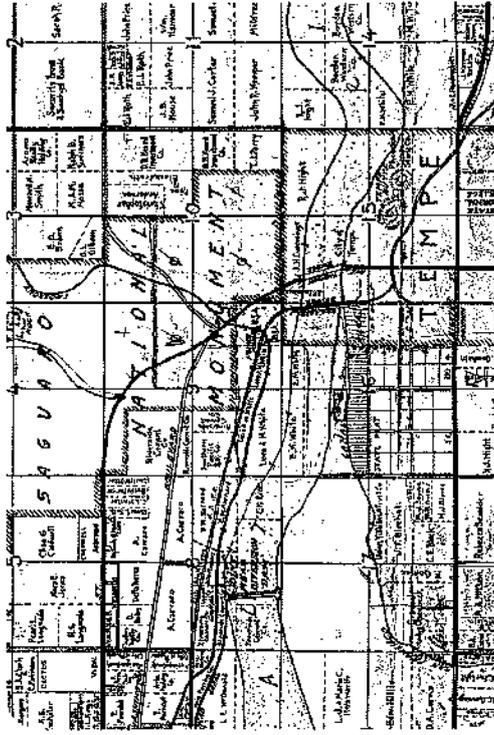
"Papago was a national monument that celebrated arid landscapes and the associated human and natural cultures. At that time it was on the edge of everything and not at the center of anything. We know the history and we know that it now is at the heart of the valley with scores of constituents and managed by many to achieve a variety of outcomes. I believe the role Papago natural parks should play is to act as an ambassador for a distinguished series of desert natural parks strung like pearls throughout this region."

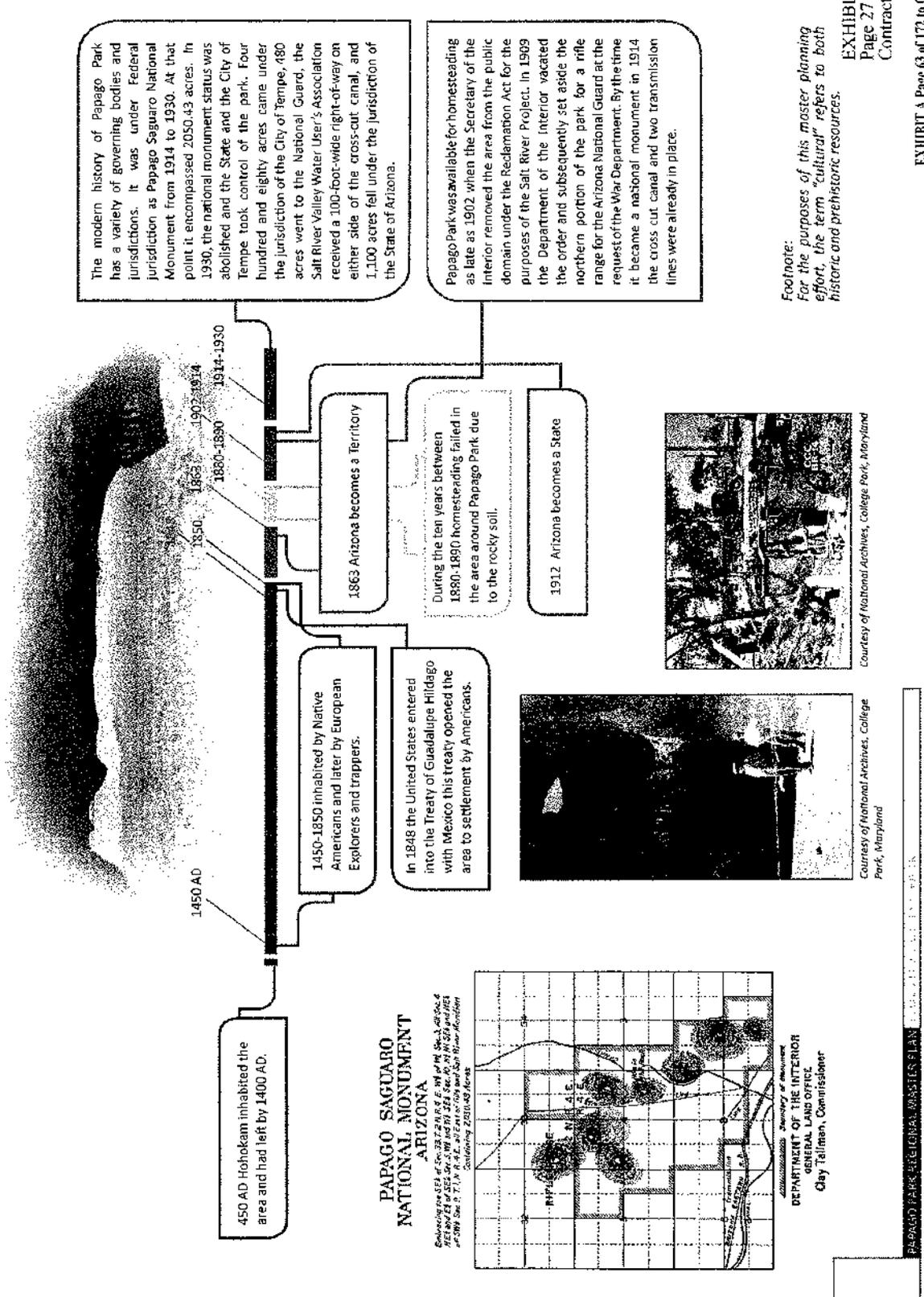
-Jeff Williamson, President Arizona Zoological Society

HISTORY

The history of Papago Park is long and rich. Well before the park was formally recognized, the unique natural resources were appreciated by pre-historic civilizations. The growth of civilization over thousands of years has been dynamic and the park is now centrally positioned in the heart of the Phoenix metropolitan area. Active and passive recreation opportunities exist throughout the park, including bicycle and pedestrian trails, an archery range, picnic areas with historic ramadas, fishing lakes, and athletic facilities. The pressure on the unique park environment, creating the need for a cohesive master plan, has led to the current planning process. The goal of the planning process is a paramount goal of the planning process. The plan will not only address current needs and desires for the park, but look well into the future to help guide decisions for future management of the park.

This growth has placed EXHIBIT F
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450 AD Hohokam inhabited the area and had left by 1400 AD.

1450-1850 inhabited by Native Americans and later by European Explorers and trappers.

In 1848 the United States entered into the Treaty of Guadalupe Hidalgo with Mexico this treaty opened the area to settlement by Americans.

1863 Arizona becomes a Territory

During the ten years between 1880-1890 homesteading failed in the area around Papago Park due to the rocky soil.

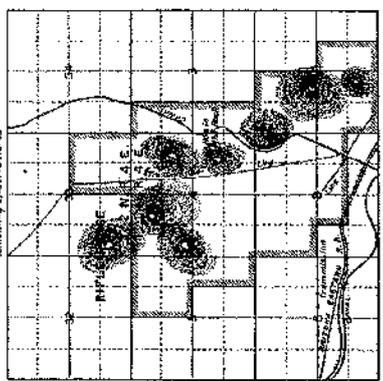
1912 Arizona becomes a State

The modern history of Papago Park has a variety of governing bodies and jurisdictions. It was under Federal jurisdiction as Papago Saguaro National Monument from 1914 to 1930. At that point it encompassed 2050.43 acres. In 1930, the national monument status was abolished and the State and the City of Tempe took control of the park. Four hundred and eighty acres came under the jurisdiction of the City of Tempe, 480 acres went to the National Guard, the Salt River Valley Water User's Association received a 100-foot-wide right-of-way on either side of the cross-cut canal, and 1,100 acres fell under the jurisdiction of the State of Arizona.

Papago Park was available for homesteading as late as 1902, when the Secretary of the Interior removed the area from the public domain under the Reclamation Act for the purposes of the Salt River Project. In 1909 the Department of the Interior vacated the order and subsequently set aside the northern portion of the park for a rifle range for the Arizona National Guard at the request of the War Department. By the time it became a national monument in 1914 the cross cut canal and two transmission lines were already in place.

PAPAGO SAGUARO NATIONAL MONUMENT ARIZONA

Reclamation Act of 1902, Sec. 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Clay Tailman, Commissioner

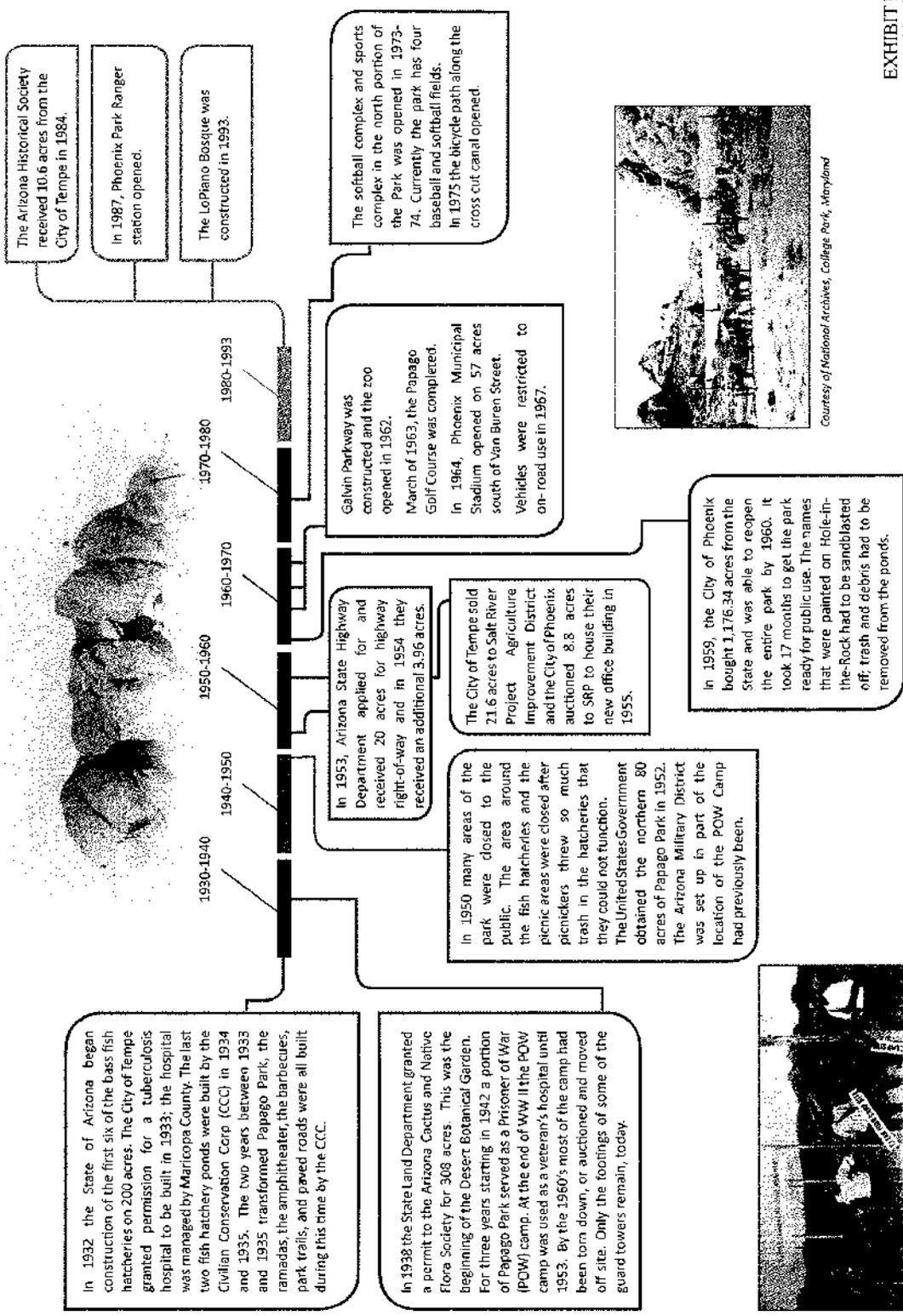


Courtesy of National Archives, College Park, Maryland



Courtesy of National Archives, College Park, Maryland

Footnote:
For the purposes of this master planning effort, the term "cultural" refers to both historic and prehistoric resources.

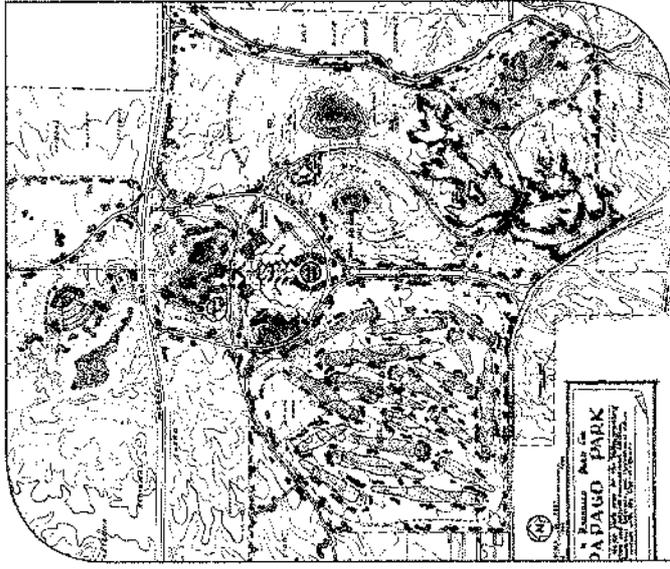
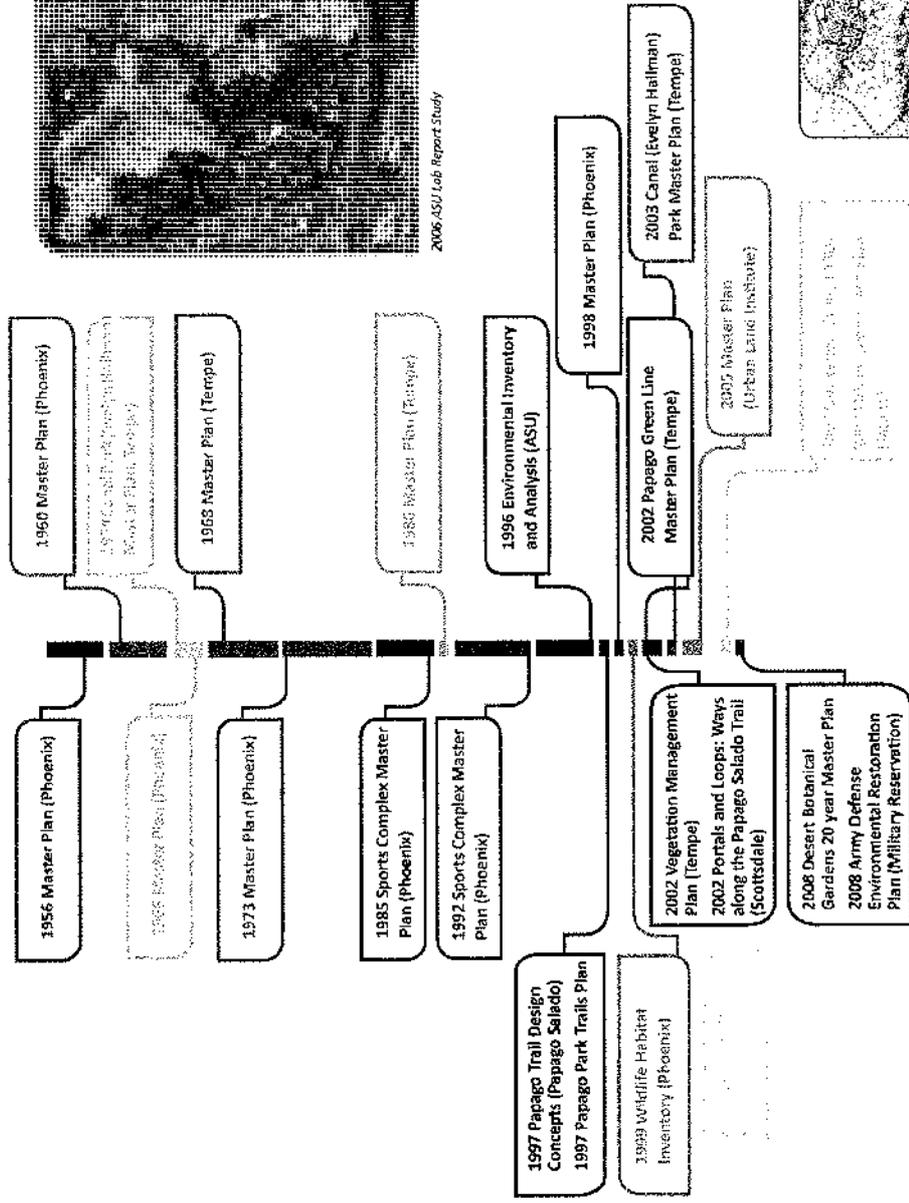


Courtesy of National Archives, College Park, Maryland

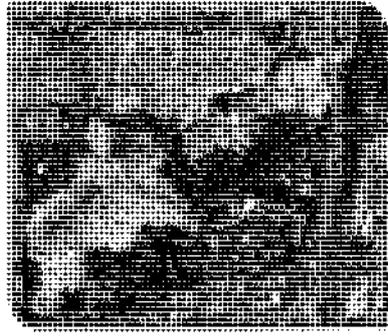


Courtesy of National Archives, College Park, Maryland

PAST MASTER PLAN TIMELINE



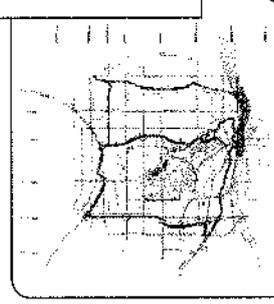
1956 Master Plan (Phoenix)



2006 ASU Lab Report Study



2002 Portals and Loops: Ways along the Papago Salado Trail



2002 Vegetation Management Plan (Tempe)



2008 Desert Botanical Gardens 20 Year Master Plan

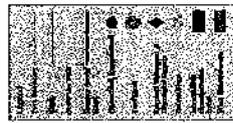


Papago Park

CITY OF PHOENIX

Master Plan

March 19, 1998



Papago Park

Established in 1909, Papago Park is a 1,600-acre urban park in Phoenix, Arizona. The park is home to a variety of natural and cultural resources, including the Papago Ruins, the Papago Desert, and the Papago Mountains. The park is a popular destination for hikers, joggers, and bicyclists. The park is also home to a variety of native plants and animals, including the Sonoran Desert tortoise.

Municipal Stadium

The Municipal Stadium is a 48,000-seat stadium located in Phoenix, Arizona. The stadium is home to the Arizona Cardinals of the National Football League (NFL). The stadium was built in 1976 and has since been renovated several times. The stadium is a popular destination for fans of the Cardinals and other sports teams.



1998 Master Plan + July 2006 Update (Phoenix)



Sports Complex

The Sports Complex is a 100-acre area located in Phoenix, Arizona. The complex is home to a variety of sports facilities, including a baseball stadium, a softball stadium, and a multi-purpose arena. The complex is a popular destination for fans of the Arizona Diamondbacks, the Phoenix Suns, and the Phoenix Coyotes. The complex is also home to a variety of other sports facilities, including a tennis center and a golf course.



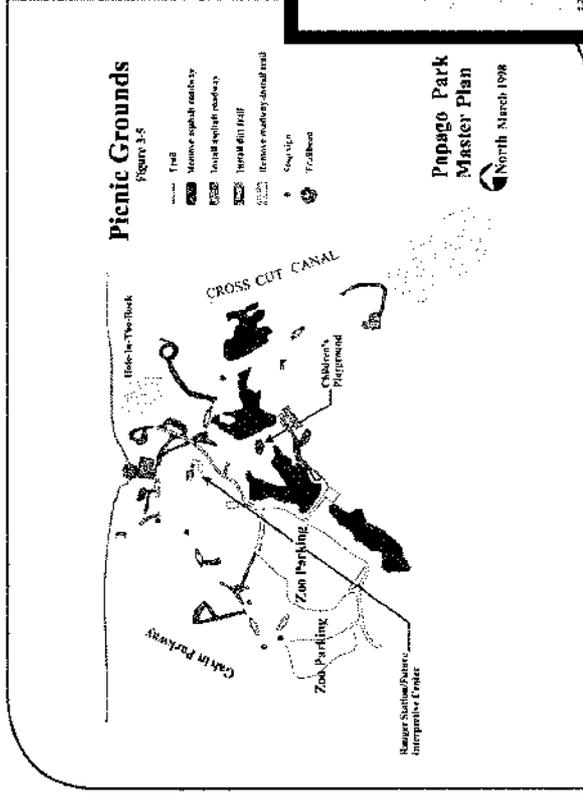
1998 Master Plan + July 2006 Update (Phoenix)

Recommendations:

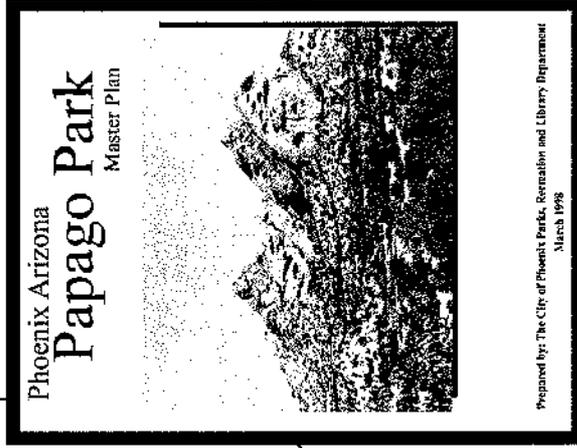
1. Provide opportunities for formal interpretation of the park's flora, fauna, historic, prehistoric and natural features.
2. Preservation of Papago buttes with trails placed around their base. Preserve and restore sensitive habitats. Protect valuable views to and from the buttes.
3. Revegetate open space using native Sonoran plant materials and seed mix, which is appropriate for Papago Park and consistent with park revegetation plans.
4. Use planning to balance development and management efforts and improve public awareness towards the park's prehistoric, historic and cultural resources. Traditional planning methods will be integrated with landscape and environmental values to accomplish this goal.
5. Develop comprehensive graphics and signage to direct and inform park visitors. Signage will identify destination points within the park, provide an overview of trail systems throughout the park, interpret natural and historic features, provide information on the proper use of facilities, and promote safety.
6. Designate specific corridors for development of a recreational trail system. Trails will be designed and constructed for use by hikers, joggers, bicyclists and equestrians. Define a hierarchy of trail by type and difficulty. Measures to discourage trail blazing will be implemented to preserve park vegetation, wildlife, and features.
7. Renovate existing buildings, ramadas, and other structures. Renovation shall preserve and enhance the integrity of historic structures. Restrooms and other buildings will be modified to comply with current building and accessibility codes. New building materials shall be selected for compatibility with the surrounding environment.
8. Develop new facilities that meet the need for recreation and support facilities. Sports lighting will be added with current technology using 'cut-off' type fixtures to minimize light glare. New facilities will be integrated into the existing terrain to achieve an aesthetic, non-intrusive appearance.

Goals:

1. Park Identity
 2. Renovation
 3. Environmental Enhancement
 4. Entrance
 5. Golf
 6. Circulation
 7. Management
- Master Plan Elements:**
1. Expand municipal stadium and improve parking lot
 2. Enhanced landscaping
 3. Improve transit stops
 4. Complete signage system
 5. Acquire adjacent property (Van Buren Street and 56th Street)
 6. Entrance monuments
 7. Safer crossing at Van Buren Street
 8. Park Interpretation
 9. Remodel existing ranger station to provide an interpretive center
 10. Revegetation and replace non-native species
 11. Eliminate unnecessary paving
 12. Designated trail system and connections to surrounding uses
 13. Comprehensive graphics plan
 14. Stabilize, revegetate, and renovate the lagoons
 15. Research a multi-use tunnel under Galvin Parkway
 16. Do not expand golf course beyond existing boundaries
 17. Provide accessible fishing docks
 18. Renovate picnic areas and historic structures
 19. Shaded playground, trailhead, basketball and volleyball court near softball complex
 20. Improve archery range w/ shade, lighting, and drinking fountain
 21. Two lighted fast pitch softball fields and increased parking area
 22. Expand 54th street entrance to four lanes with park-like median



1998 Master Plan + July 2008 Update (Phoenix)





2002 Papago Green Line Master Plan (Tempe)

Goals:

1. To provide an experience in the Papago Green Line that emphasizes historical and environmental education.
2. To sustain the Papago Green Line.
3. To respect the fragility of the Papago green line and Papago Park.
4. To offer educational and physical links from the green line to the surrounding community.
5. To design trails and offer an environment that is accessible, comfortable, and aesthetic.

Master Plan Elements:

1. Orientation area
2. ADA accessible loop
3. Learning nodes
4. Trails and trail-head
5. Terraced overlook

2003 Canal (Evelyn Hallman) Park Master Plan (Tempe)

Master Plan Elements:

1. Bridge over the Cross-Cut Canal
2. Trailhead
3. New parking area on McKellips Road
4. Granite trails and interpretive rest areas
5. Buttes viewing area
6. Urban/ youth camping area
7. Overflow parking area for special events
8. Fishing piers
9. Memorial garden
10. Wildlife observation platform
11. Children's activity area/ playground
12. Entry plazas

Goals:

1. Bicycle/ rollerblading path
2. Exercise/ jogging/ walking Path
3. Restrooms
4. Wildlife observation areas

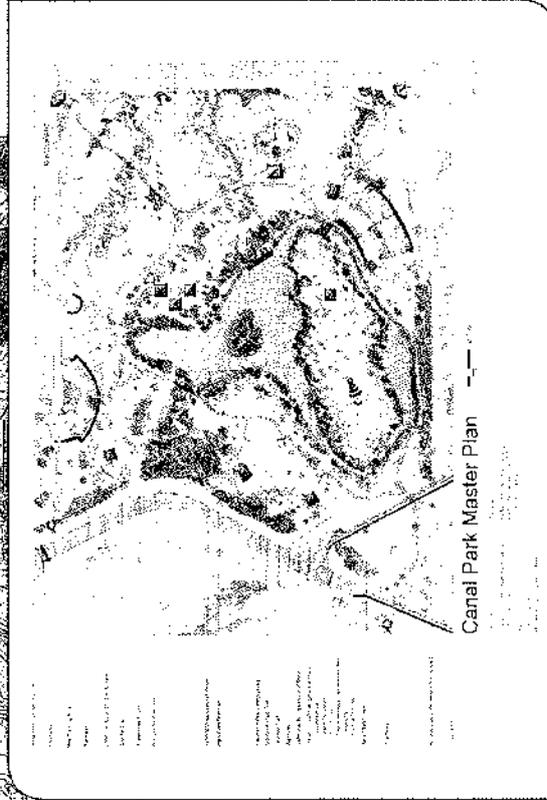




EXHIBIT F
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Contract No. 2018-201-COS
EXHIBIT A Page 71 of 172 to Contract No. 2018-202-COS

2.0 SITE INVENTORY AND ANALYSIS

SITE INVENTORY AND ANALYSIS

"The beauty of its natural state unencumbered by over done amenities is of the essence that is most appealing to me. Nature is in its most natural state of what Papago Park is today is a precious jewel of the desert that should be preserved. It serves as a wonderful historical reference for generations to come and appreciate."

- Comment from Workshop #1

if one could visualize the landmarks of the Phoenix region that are recognizable around the world, the Buttes and Hole in the Rock would surely be on that list. These images have adorned a multitude of magazines, postcards, and visitor photo albums for over a century. Papago Park is a truly unique regional park combining spectacular views, fragile Sonoran Desert ecosystem, world class facilities, and unmatched historical significance all located in just over 2,000 acres surrounded by an intense urban environment of 2.8 million people (U.S. Census Bureau and Environmental Service Research Institute ESRI).

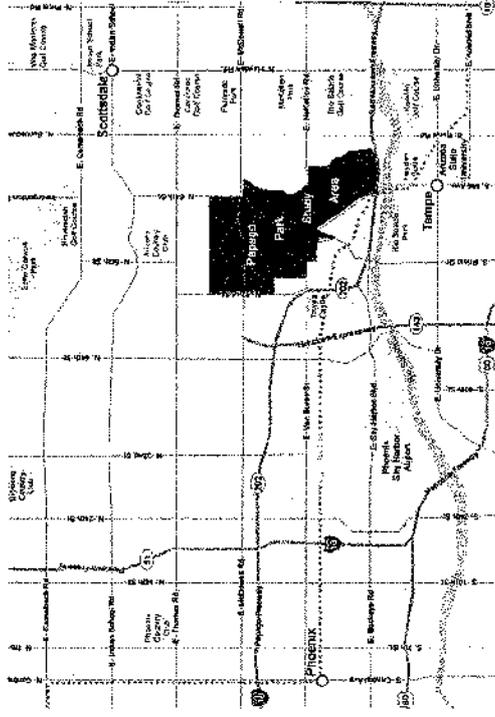


Figure 2.1: Vicinity Map

EXHIBIT P
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SITE CONTEXT

Papago Park is nestled directly in the heart of the greater Phoenix Metropolitan area. The park is located at the intersection of the municipal boundaries of Phoenix, Tempe and Scottsdale. This location provides the park a close proximity to each of their downtown districts (9 miles to Phoenix, 3 miles to Tempe and the Arizona State University Campus, and 4 miles to Scottsdale).

The limits of the park study area encompass just over 2,000 acres; 75% of which lies within the City of Phoenix. The remaining acreage is located within the City of Tempe. The park study area contains not only land owned, operated, and maintained by the cities of Phoenix and Tempe as recreational open space, but a wide variety of both privately owned and leased facilities which serve a myriad of users. Facilities located within the park study area boundaries include, but are not limited to; two eighteen hole golf courses, three museums, zoo, botanical gardens, softball/baseball complexes, dog park, disc golf course, an eight-thousand seat baseball stadium, and even a military reservation and armory.

Due to its central location, the park is easily accessible to both residents and visitors alike. The Red Mountain Freeway (202) forms the extreme southern border of the park and offers three exit ramps within the project study area. Several other primary roadways both border and infiltrate portions of the park study area. East McDowell Road acts as the northern edge of the park, while Galvin Parkway bisects it from north to south. Each of these thoroughfares acts as the vehicular connections between Phoenix and Scottsdale. East Van Buren Street, which turns into Mill Avenue as it approaches Tempe, forms the southern edge of the park's study area limits and provides a direct connection to the City of Phoenix. Lastly, East Curry Road bisects the southern portion of the park. Additionally, the Valley Metro bus system provides access to well over a dozen bus stops located within the park and the project study area. The first phase of the recently completed Valley Metro light rail line provides two transit stations both within walking distance of the park. The proximity of these stations has created an ease of accessibility to not only adjacent residents, but the entire valley.

The park contains an extensive network of pedestrian trails which service hiking, biking, and equestrian activities. The system as a whole offers excellent connectivity to the surrounding development, for those entering the park via non-vehicular

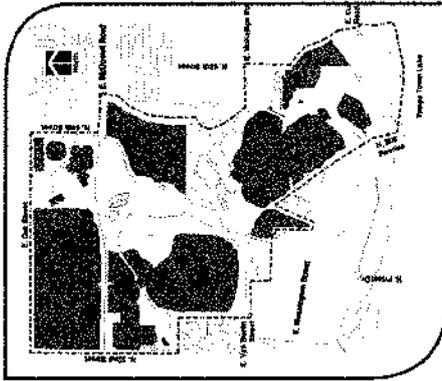


Figure 2.3 Facilities within the study area

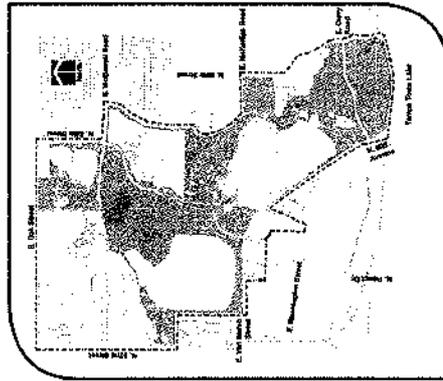


Figure 2.5 Open space

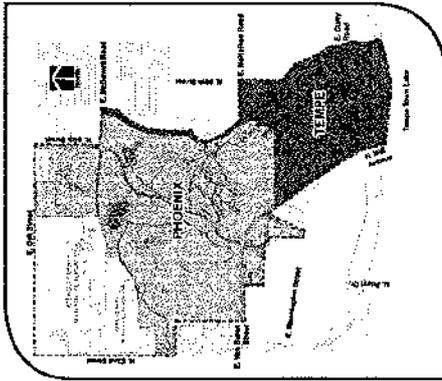


Figure 2.2 Park jurisdiction

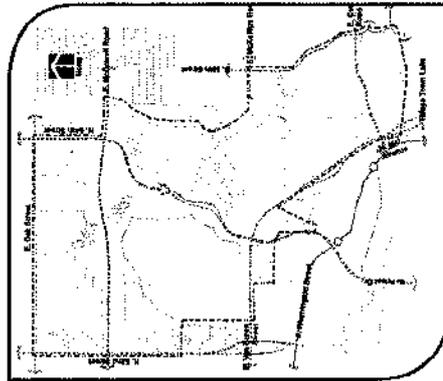


Figure 2.4 Transportation Systems

* For more detail see maps and plans section of this document

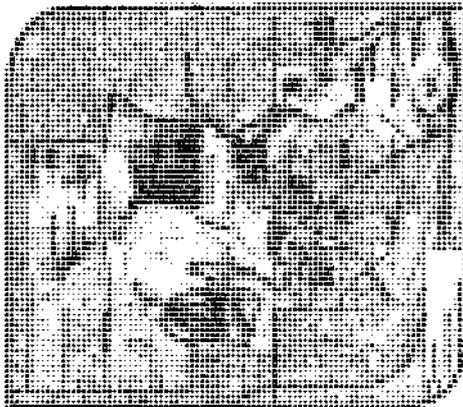


Figure 2.10 Current vegetation type and land use (see Appendix B for more detail)

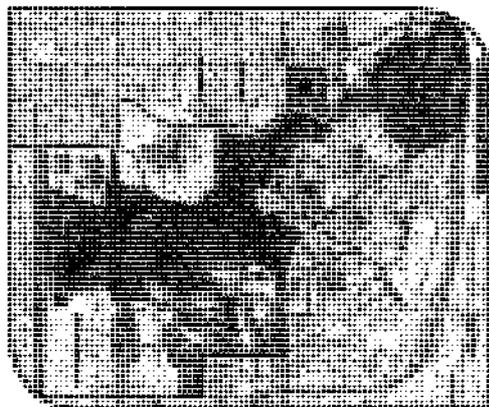
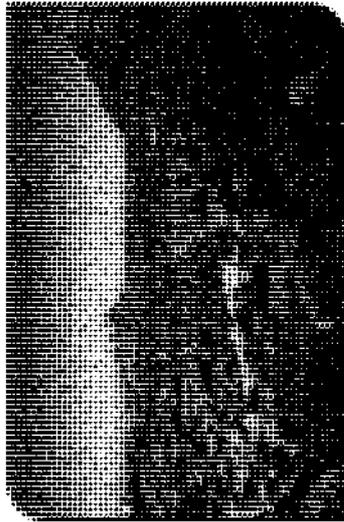


Figure 2.11 Ecological Condition (see Appendix B for more detail)



Limited Impact/Undisturbed Ecological Condition. Both photos show undeveloped and fenced portions of the DBG property. These areas are composed of relatively diverse Arizona Upland Sonoran Desert scrub plant communities, including saguaros. The chain-link fence, which restricts access, is shown in the foreground of the left photo; saguaros are evident in the right photo.



BIOLOGICAL RESOURCES

An inventory and analysis of biological resources in the Papago Park study area was undertaken as part of the regional masterplanning effort. This effort included an investigation of the type and condition of biological resources in the park, including collection and review of existing plans, studies, inventories, and assessments; aerial photo interpretation/review; field reconnaissance; and constraints and opportunities mapping and documentation. This effort and the associated technical report (Appendix B: Inventory and Analysis of Biological Resources) were completed to assist in the determination of appropriate planning objectives for various portions of the park.

Review of existing studies and field reconnaissance identified seven vegetation types in the park (Figure 2.10, Current Vegetation Type). Three of these are relatively undisturbed upland vegetation types typical of the Arizona Upland and Lower Colorado River subdivisions of the Sonoran Desert scrub biome. The fourth is a predominantly native desert riparian scrub plant community found along washes or arroyos. The remaining three types are riparian plant communities with a varying composition of native and non-native species that line artificial ponds/lagoons, perennial conveyance ditches, and intermittent or ephemeral drainages in the park.

The inventory and analysis revealed a number of changes to both the Tempe and Phoenix portions of the Papago Park study area over the last ten years. Although few changes in vegetation type and overall condition were noted, there were additional improvements including new buildings and parking facilities, new perimeter fencing in places, additional trail markers, and localized restoration efforts. The Desert Botanical Gardens installed new perimeter fencing and developed a small collaborative research and horticultural test area in the northeast portion of its property. The City of Tempe, in collaboration with others, completed shoreline stabilization along the ponds at Evelyn Hallman Park; trail restoration and enhancement including trail demarcation, use designation, and revegetation; development of an overlook

area; and construction of benches/rest stations along trails. The City of Tempe has also implemented components of the Green Line Master Plan, supported by an Arizona Water Protection Fund grant, including eradication of non-native invasive plant species, revegetation with native species, and development of a riparian interpretive overlook at the Arizona Historical Society Museum. The City of Phoenix has implemented multiple projects aimed at restoring native plant communities in the park, including establishment of saguaros and other plant species in two areas of the park and eradication of non-native plant species and planting of native species at various sites, including areas near Papago Municipal Golf Course, 64th Street and McDowell, the Phoenix Zoo parking lot, Hole-in-the-Rock, Hunt's Tomb, the Park Ranger Station, shelters and ramadas, and the Archery Range. The City of Phoenix has implemented revegetation efforts throughout the park to reduce spider trails and completed shoreline stabilization and wetland habitat enhancement along the fishing lagoons. Additionally, the City of Phoenix closed Moreland Road to vehicular access and redeveloped this transportation corridor into an Americans with Disabilities Act-accessible multi-use trail.

Based on completed studies and field reconnaissance, current ecological conditions in the relatively undeveloped portions of the park were mapped (Figure 2.11 Ecological Condition). The Limited Impact/Undisturbed ecological condition occurs primarily within the fenced and undeveloped portions of Desert Botanical Garden that have been protected from human and other impacts. The photos above depict views of undisturbed areas of the park or those of limited impact.

The Moderately Impacted ecological condition typifies most of the remaining undeveloped desert areas of the park, where native plant communities persist but substantial recreational use and associated trails and other amenities exist. The Highly Fragmented or Impacted ecological condition refers to relatively small areas

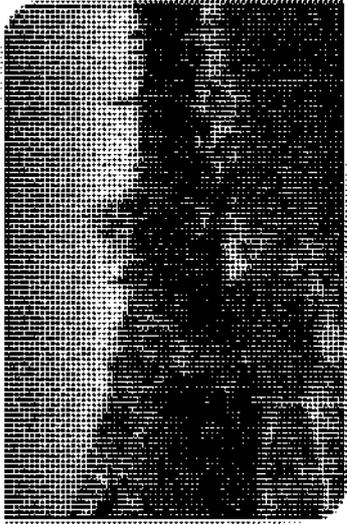
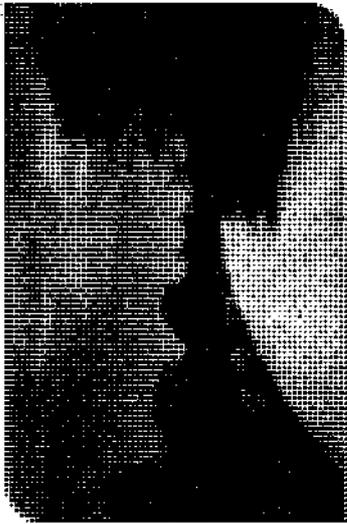


Figure 2.12 Comparison of aerial photos from 1998 and 2008. The left photo shows the undeveloped but fenced portion of the Desert Botanical Gardens property. These areas contribute substantially to the biodiversity values of Papago Park and offer public interpretation/education and research study opportunities.

of remaining natural desert surrounded or nearly surrounded by developed land uses; areas where native plant communities and habitats have been highly altered; areas of concentrated human/recreational use; and areas dominated by non-native vegetation or disturbance.

Preservation values of specific areas of the park study area were mapped based on an assessment of ecological, educational, or interpretive benefit and an evaluation of competing or adjacent human uses (Figure 2.13, Preservation Value). While all undeveloped areas of Papago Park have value for preservation, a simple rating of high, medium, and low preservation value can serve as a tool for planning and development decisions, such as the siting of new facilities. The siting of any new development or facilities on areas of low or lower preservation value would serve to protect areas of higher preservation value from disturbance.

Areas mapped as High Preservation Value are relatively undisturbed areas that support a relatively high diversity of native plant species and high wildlife habitat values and include the LoPiano Habitat riparian area in Tempe and the fenced, undeveloped portions of the Desert Botanical Garden. The photos above depict views of areas within the park considered to have high preservation value.

Medium Preservation Value applies to areas of moderate human use where ecological benefits of preservation could be realized and include the larger mostly undeveloped within the park, such as the central portion of Papago Park in Phoenix and the southern portion of Papago Park in Tempe. Highly altered, concentrated use and/or highly fragmented areas with developed land uses in close proximity are characteristic of the Low Preservation Value rating and include the areas surrounding the fishing lagoons north of the Phoenix Zoo and in Evelyn Heltman Park and the remaining fragments of natural desert south, west, and north of Papago Municipal Golf Course, north of the Phoenix Military Reservation, and east of Rolling Hills Golf course.

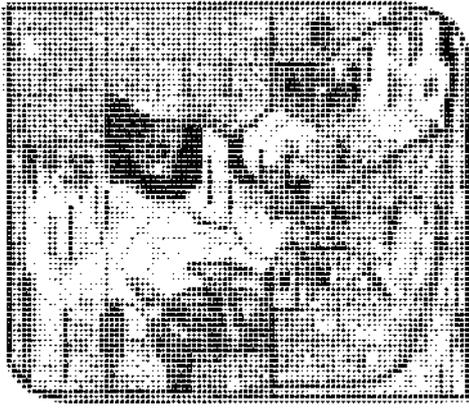


Figure 2.13 Preservation value (see Appendix B for more detail)

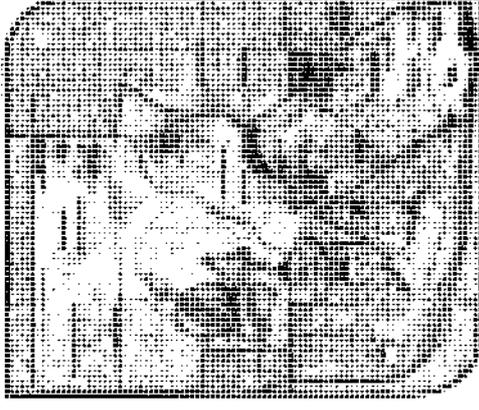


Figure 2.14 Restoration value (see Appendix B for more detail)

Figure 2.12 Comparison of aerial photos from 1998 and 2008



High Restoration Value. The LoPiano habitat (left photo) and areas that have been subject to exotic vegetation removal in the Phoenix portion of the park (right photo) provide the greatest opportunity for restoration.

Specific areas of the park study area were rated with regard to value for restoration as wildlife habitat based on their importance and the anticipated effectiveness of restoration measures (Figure 2.14, Restoration Value). The rating of high, moderate, and limited restoration value within the undeveloped areas of Papago Park provides a tool for prioritizing the use of available rehabilitation funding.

Areas mapped as High Restoration Value, such as the LoPiano habitat and areas subject to non-native vegetation removal, are expected to yield relatively high ecological benefits and have the highest probability of success and the fewest competing human uses. The photos above depict views of areas within the park considered to have high preservation value.

Moderate Restoration Value refers to areas where restoration potential exists but other competing human uses may affect restoration success and/or ecological benefits, such as the central portion of Papago Park in Phoenix and the portions north and south of Curry Road in Tempe. Limited Restoration Value refers to areas where restoration potential exists but ecological benefits or probability of success are limited due to concentrated and potentially competing human use and cultural or heritage values, such as the areas surrounding artificial ponds in the park.

Potential planning opportunities identified for Papago Park include additional trail demarcation and signage to discourage off-trail use; reestablishment of indigenous plant species such as saguaros in areas of historic occurrence; additional interpretive signage and interpretive facilities; completion of previously initiated restoration efforts; and enhancement of the LoPiano Habitat riparian area, the Papago Greenline, and areas surrounding the fishing lagoons by the replacement of non-native with native plant species.

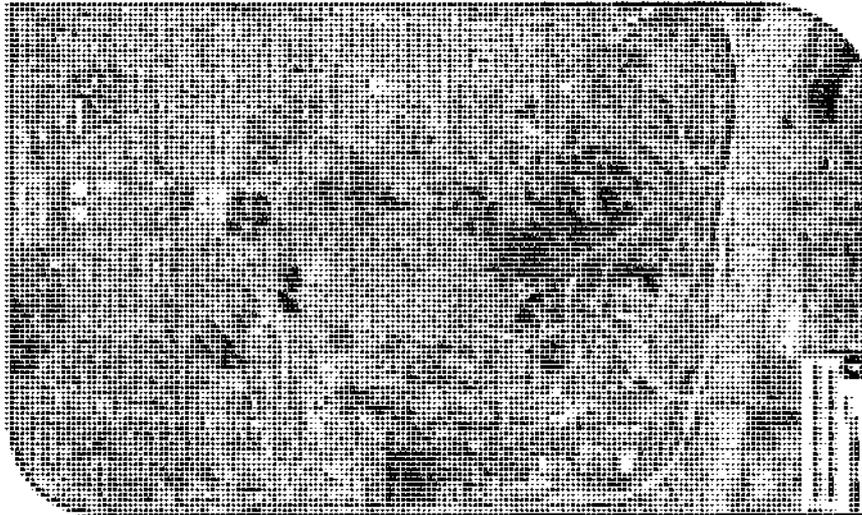


Figure 2.15 Historical Structures and Buildings (see Appendix C for more detail)

CULTURAL RESOURCES

The Consultant Team researched, inventoried, and conducted site visits to relocate known cultural resources (archaeological sites and historic buildings, structures, and objects) within the boundaries of the Phoenix and Tempe portions of Papago Park study area. The goal was to provide brief historic contexts and National Register of Historic Places (National Register) assessments for each cultural property. A brief summary excerpted from the full report (Appendix C: Inventory and Assessment of Cultural Resources) follows.

Culture History

The earliest known occupation in the area that is today's Papago Park began during the Archaic cultural period (2,000 to 10,500 years ago). Archaic peoples led a hunting and gathering lifestyle which slowly gave way to the beginnings of agricultural subsistence. Following the Archaic Period, the Hohokam inhabited the middle Gila, middle Salt, and Santa Cruz river valleys (500 to 2,000 years ago). They practiced a sedentary lifestyle, subsisting on corn, beans, and squash, augmented by wild resources. The Hohokam are perhaps best known for their construction of hundreds of miles of irrigation canals that transformed the dry, desert Salt River Valley into an agricultural oasis.

By AD 1500, probable descendants of the Hohokam, indigenous Pima and Papago (Akimel and Tohono O'odham) groups are known to have occupied central Arizona with Apache and Yavapai groups entering the region some time later. Maricopa tribes migrated to the area in the early 1800s and forged a relationship with the Pima. The mid 1800s saw the first non-aboriginal Americans in central Arizona. The townsite of Phoenix was established in the early 1870s followed by the nearby communities of Tempe, Mesa, and Scottsdale. The Salt River Pima-Maricopa Indian Community reservation was established in 1879. By 1900 Phoenix had a population of approximately 5,500 with 14,000 people residing in nearby towns and rural areas. Today, passage from one city to the next is denoted only by signs as the cities' growth has continued. The only breaks from the urbanization in the heart of the valley are Papago Park and further east, the open lands of the Salt River Community.

History of Papago Park

Early pressure from local citizens to preserve the area today known as Papago Park led to the creation of Papago Saguro National Monument in 1914. This designation brought little protection and almost immediately, timber cutting, damage from grazing cattle, increased tourism, transients, and trash dumping all had their effects on the land. As populations in the surrounding cities and towns grew, so did pressure on the Monument and in 1930 it was abolished. With this act, the larger portion of the land passed to the state, and a smaller portion was granted to the City of Tempe. The next decade saw a wave of development across the park with Civilian Conservation Corps (CCC) works, the Hunt Bass Hatchery lakes, Works Progress Administration (WPA) facilities, Governor Hunt's Tomb, and Webster Auditorium in the Desert Botanical Garden dating to this time. In the following decade a German World War II (WW II) prisoner of war (POW) camp was constructed in the northeast corner of the park.

The non-Tempe portion of the park became a Phoenix park in 1959 with the Phoenix Zoo and the Papago Park Golf Course as new additions. The Papago Park Sports Complex and the Arizona Historic Society Museum subsequently were added. In 1989 the Papago Park Historic District (PPHD), located between the Cross-cut Canal and 52nd Street and Van Buren Street and McDowell Road, was listed on the Phoenix Historic Property Register.

Cultural Property Summary

The Consultant Team was tasked with recommending properties eligible or not eligible for the National Register. For some properties, additional research would be required to make a recommendation; these properties are considered unevaluated.

Between the 1880s and the 1980s, 27 archaeological sites have been recorded within the park study area including prehistoric habitation sites, rock shelters, petroglyphs, and prehistoric, aboriginal, and historic, non-aboriginal artifact scatters. Field visits relocated 21 of these sites. The majority of the sites (n=19) will require archaeological testing to determine their National Register eligibility and are considered unevaluated at this time. Three sites are recommended eligible for the National Register (Criterion D) and five are recommended not eligible.

In total, 43 buildings, structures, and/or objects that are historic in age (50+ years) exist in the park study area. These properties range from military buildings and structures to roads and homes. Three properties (Governor Hunt's Tomb, Webster Auditorium, and the Hunt Bass Hatchery Caretaker's House) currently are listed on the National Register under Criterion A. Twenty-nine military properties, two from the WW II POW camp, exist in the park, only two of which, the National Guard

To be determined eligible for the National Register, properties must be important in American history, architecture, archaeology, engineering or culture, possess integrity, and meet at least one of four criteria.

- A: Is associated with events that have made a significant contribution to the broad patterns of our history
- B: Is associated with the lives of persons significant in our past
- C: Embodies the distinctive characteristics of a type, period, or method of construction that represents the work of a master, or that possesses high artistic values, or that represents a significant distinguishable entity whose components may lack individual distinction
- D: Has yielded, or may be likely to yield, information important in prehistory or history. Aboriginal refers to materials that reflect Native American activities but cannot be assigned to either the prehistoric or historic time period with any confidence.

Arsenal (Criteria A and C) and the Maricopa County Emergency Operations Center (Criterion A) are considered National Register eligible. Two of the three Salt River Project (SRP) properties, the Cross-cut Canal (Criteria A and D) and the Indian Bend Pump Ditch (Criterion A) are recommended eligible for the National Register as are three New Deal era works projects including the WPA Moccasin Park Structures and the CCC amphitheater and other park structures (all Criteria A and C). Finally, a single home, the Eisenbath House, is recommended eligible (Criterion C).

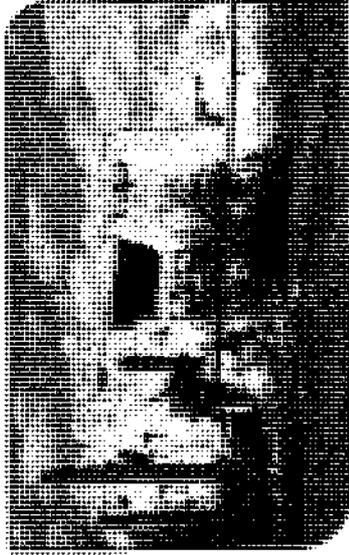
In addition to National Register recommendations, the Consultant Team developed recommendations as to whether the historic age properties are contributing or non-contributing to the existing City of Phoenix historic district, the PPHD. In addition to the properties specifically listed in the PPHD including Governor Hunt's Tomb, Hunt Bass Hatchery Caretaker's House, Webster Auditorium, and the CCC park ramadas, EcoPlan recommends the remaining CCC and WPA structures, the National Guard Arsenal, Old Papago Road, and the Barnes Butte Monument as contributing elements.

Summary

The cultural resources in Papago Park reflect great diversity. They span thousands of years and vary widely. The archaeological sites aid our understanding of past cultural events while the historic buildings, structures, and objects are exemplars of historical events of national importance and of events that helped shape the Valley in the first half of the 20th century. As a whole, Papago Park and its history are important to the O'odham peoples. The archaeological sites in the park should be preserved and protected through both avoidance and non-development. The historic buildings and structures and a single archaeological site that has been excavated and stabilized can be publicly interpreted and celebrated. These properties should be preserved, and they should be restored if they are in need of repair or stabilization.



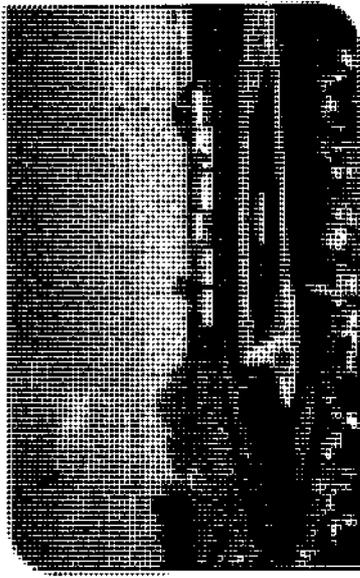
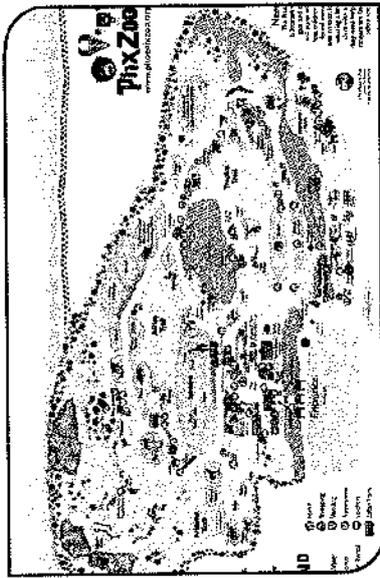
Photograph of site AZ-U-9-154 (ASR). Hole-in-the-Rock.



Photograph of Historic Eisenbath House on College Avenue, just North of the Alacuro Historical Society Museum



Photograph of CCC Amphitheater, South side of McDowell Road.



FACILITIES, AMENITIES, AND PROGRAMS

This Facility and Operations Analysis represents a compilation of research, data collection, and analysis that reflect the current operations, asset conditions, and challenges of managing Papago Park by the respective operational stakeholders. The information and data utilized in this report was gathered from on-site assessments performed by the Consultant Team, interviews with operations and maintenance staff of the operational stakeholders, and independent analysis performed by PROS Consulting.

There are five independent, but linked components:

- Facility Inventory and Assessment
- Demographics Analysis
- Park Facility Standards Review
- Program Analysis
- Benchmark Analysis

The details and analysis supporting the key findings outlined below are included within these components of the Facility and Operations Analysis. (Appendix A)

Key Findings

This report provides an assessment of existing facility and operational conditions and circumstances surrounding Papago Park. The findings contained herein provide a meaningful background and platform from which sound recommendations were later developed in the project. The five key findings derived from the analysis performed within this Facility and Operations Analysis (Appendix A) are detailed below.

Parochial Daily Management

There are numerous operational stakeholders of Papago Park that have land holdings within the park including the City of Phoenix, City of Tempe, Arizona State Historical Society Museum, and the Salt River Project. Within the property owned by each of these entities there are additional operational stakeholders including the Phoenix Zoo, Desert Botanical Gardens, Oakland A's, Hall of Flame Museum, Phoenix Municipal Golf Course, and Rolling Hills Golf Course that manage amenities within the park under lease agreement or contract. The culmination of these agencies, organizations, and entities managing different portions and destinations of Papago Park has evolved into daily management practices that are parochial and at times disjointed.

Currently there is no formalized venue or medium through which operational partners and landowners within Papago Park can coordinate their management efforts. This has resulted in a number of issues including, but not limited to inadequate connectivity within the park and to neighboring communities, differing management strategies, and little or no cross promotion of amenities. The result of this parochial management style diminishes the seamless park experience enjoyed by the average user of Papago

Park, and also potentially creates enforcement and policy management challenges by all operational partners.

Lack of Cohesive Identity

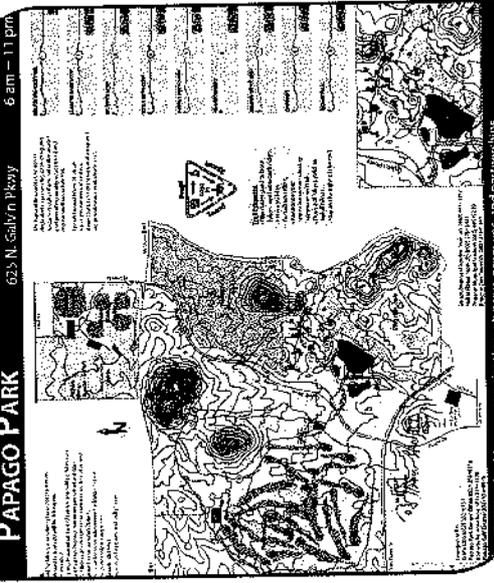
A clear observation made by the Consultant Team in performing assessments of Papago Park was the lack of a cohesive identity for the park as a whole. Papago Park is large and encompasses numerous independent components, most of which are managed by separate entities. There are multiple major roads that transect all or parts of the park, creating numerous access points for the public where there is currently no signage to indicate when one has entered or is leaving the park. Additionally, signage and branding themes seem consistent within each portion of the park (predominantly Phoenix and Tempe), but there is little or no consistency between them. The Consultant Team acknowledges this is a priority for both the City of Phoenix and City of Tempe, as they have a current project in process to begin addressing this. The result of the status quo is that there is very little to no sense of arrival, or sense of place within Papago Park.

This lack of a cohesive identity contributes to the observation that the numerous components of the park do not feel connected. This contributes to a lack of a strong "wow" factor in the visitor impression of the park. Both of these issues diminish the potential value of the visitor experience, and the overall brand resonance of Papago Park.

"Destination First, Park Second" Perception

Related to the key finding discussed above, Papago is a park that contains many independent destinations. Among these destinations are the Hole in the Rock, Phoenix Zoo, Desert Botanical Gardens, Arizona State Historical Society Museum, Oakland A's training fields, the softball complex, archery range, dog park, and numerous picnic sites, pavilions and trails. Based upon informal interviews with key stakeholders and members of the community regarding their impression of Papago Park, it is clear that the park is viewed from a "destination first, park second" perspective. In other words, those interviewed and polled throughout the project frequently relate that the prominence of some of the major destinations overshadows the fact that they are all actually located in Papago Park. Unfortunately, these independent destinations do not gain a unified sense of identity from being located within the park. This creates the circumstance where visitors to these destinations rarely relate that they are actually visiting Papago Park when they visit any of the destinations.

There are a number of circumstances that contribute to the "destination first, park second" perception. These include the lack of a central visitor center, or any centralized gathering areas that do not center on the destinations themselves. Additionally, the park does not feature a consistent and concerted effort to provide educational and interpretive messages. Current strategies for providing



Facility Needs Findings

In the course of conducting this Facility and Operations Analysis, the Consulting Team identified findings for facility enhancement or development. These findings are derived from on-site assessments of site conditions, interviews with staff and representatives of various landowners, operational and management entities, and independent organizations operating within the park. These findings are also derived from multiple informal opportunities in which the Consulting Team has received input from members of the public, stakeholders, and community leadership.

The basic concepts of these findings were "tested" with leadership from the Salt River Pima-Maricopa Indian Community, City of Tempe, City of Phoenix, and City of Scottsdale. In addition these concepts were "re-tested" at public-workshops that were conducted supporting the Papago Park Regional Master Plan. The four concepts for addressing facility and/or asset needs are:

1. **Wayfinding to and within Papago Park.** Currently it is difficult to tell when you enter or leave the park. Additionally, while within the park either by driving, hiking, bicycling, etc., it is difficult to assess where you are in relation to other areas of Papago Park.
2. **Additional Points of Connectivity.** Improved connectivity within the park is an issue that will dramatically improve the visitor experience. These opportunities include a well marked connection between the City of Tempe and City of Phoenix sides of the park, connection point between the central and western portions of Phoenix Papago Park, and a connection between the northern and western portions of Phoenix Papago Park.
3. **Visitors Center.** While there is a central area within Papago Park near the Phoenix Zoo, there isn't a Visitors Center that provides visitors a clear strategic gathering point, an opportunity to learn about Papago Park as a whole, and to reinforce the messaging and values of the park and its operators through quality interpretive exhibits and media.
4. **Improved Trails.** Trail construction and management is not consistent throughout the park and leads to uninhibited growth of social trails. This increases the sense of "lack of wayfinding" and also presents environmental challenges. Sparse vegetation is a huge contributor to social trail usage and development.

interpretation and education at the park do not seem well coordinated by all operational partners, albeit some of the independent destinations are very effective at visitor education within their own facilities. Finally, there are no coordinated promotional or marketing initiatives including a collaborative website, coordinated promotional material, or even common language for press releases.

User-Driven Management Challenges

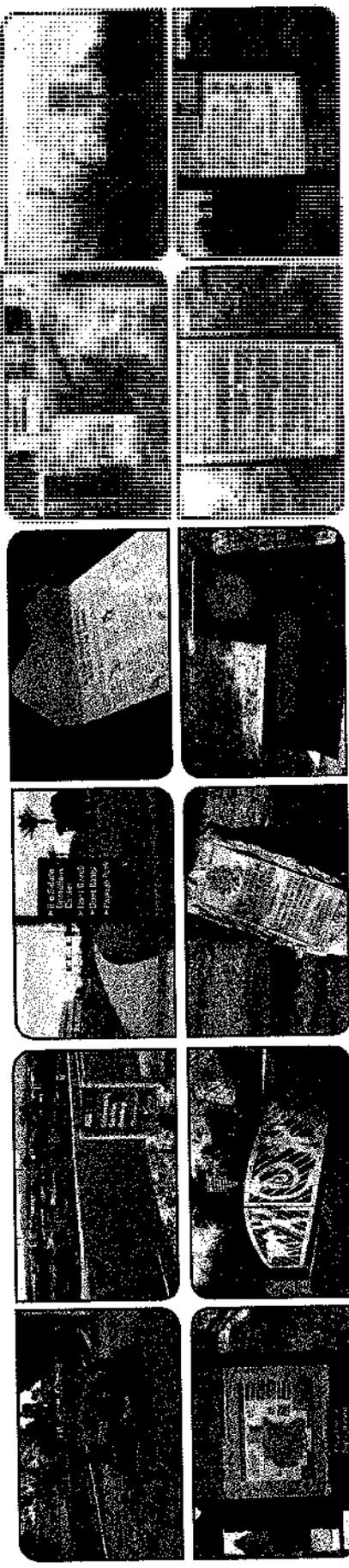
The proliferation of social trails, crime, and vandalism are examples of management challenges that are created from use and misuse of the park and its amenities by visitors. Some of these issues are those in which management staff of the various operating entities find themselves in a constant reactive mode due to limitations in their funding, support and staffing to enforce preventative measures. The propagation of social trails within the park is a good example of these management challenges.

Results of these challenges have had lasting impacts on the natural and cultural resources of the park. The loss of native plants and wildlife, and severe erosion in select areas have emerged as natural resource management issues caused from heavy and unrestricted use. A specific example is a site with significant cultural value such as "hole in the Rock", which is becoming deteriorated from heavy use and vandalism.

Cultural and Historic Significance Overshadowed

Research, inventories of existing information, and on-site investigation (Appendix C: Inventory and Assessment of Cultural Resources), revealed numerous resources within Papago Park study area of cultural (archaeological sites and historic buildings, structures, and objects) significance. The cultural significance of Papago Park is overshadowed and difficult to ascertain by the average visitor for a number of reasons. Primarily, no park-wide interpretive media explain the role of history of the area. While the Pueblo Grande Museum (located outside the park) and the Arizona State Historical Society Museum offer extensive programming and interpretive media, these resources are not convenient to the ordinary visitor to Papago Park.

As a result of this lack of interpretive media and strategies, there is little visible presence of the significance of Native American culture or more recent historic development within the park study area. This diminishes the visitor's experience and can erode visitor stewardship. One example of this is the lack of interpretive messaging or media at Hole in the Rock. A popular hiking destination and observation point located within a heavily used area of the park, Hole in the Rock is an icon for Papago Park, but to the uninformed visitor, it has no apparent cultural value. The provision of interpretive materials could encourage visitors to show more regard for the site and limit/avoid undesirable activities, such as littering, graffiti, and off-trail hiking.



SIGNAGE/IDENTITY

In assessing the existing conditions as it relates to the park's identity, signage and wayfinding, the Consultant Team found the following conditions to be a reflection of what currently exists.

- Park identity: The current park identity does not reflect a cohesive vision, mission or plan. This is demonstrated by the following:
 - The current monuments identifying the park are part of a citywide park systems sign program for two cities. There is no unique identity for the park.
 - The onsite identity markers are not distinctive to the park, therefore reflect no unique park identity.
 - The park identity is secondary to the amenities within the park because it is not distinctive, it does not have a strong physical presence and it is lacking at the main and secondary entries to the park.
 - The amenities within the park (The Phoenix Zoo, The Desert Botanical Garden etc.) do not include an overall park identity as part of their identities. The amenity's identity does not support an overall park identity first and amenities second.
 - The onsite directional signage to the park are part of a citywide system that is more reflective of regulatory formatted signs.

Park Wayfinding & Mapping: The current park wayfinding system is made up of parts and pieces of citywide sign standards that are not part of a holistic or cohesive park specific system.

- This is demonstrated by the following:
- The onsite and onsite vehicular directional signage to the park are part of a citywide system that is reflective of a regulatory or formatted sign system.
 - The destinations on the pedestrian directional signage within the park are a result of the use of city standards. The message and delivery system changes depending on which city you are in.
 - The parks mapping graphics are not comprehensive or cohesive. They do not demonstrate the connectivity within the park and surrounding cities, neighborhoods, and facilities.

Park Desert Trails: The trail system signage is not part of a cohesive park specific plan.

- This is demonstrated by the following:
- Trailhead and trail markers vary depending on the trail and the municipality. There are inconsistencies in essential trail information regarding: safety, trail rating, restrictions, distance, and trail highlights.
 - Trailhead and trail markers currently depend on a sign system that is city specific and not consistent throughout the park.

Park Interpretive and Educational System: The educational and current interpretive system does not provide a cohesive plan that accents the park's identity, vision, mission, and values.

- This is demonstrated by the following:
- Access to the educational and interpretive elements is not effectively communicated to park visitors.

The structures and delivery methods of educational elements are haphazard in placement and theme.

- The lack of a "centralized" interpretive/educational system is a missed educational opportunity for the visitors and for the park to be seen as a true center for the local and regional community.

Park Regulatory Signage: The current regulatory signage is reflective of the amenity or city that it serves.

- This is demonstrated by the following:
- Park hours, rules and regulations may differ depending on which city you are in. Current signage does not communicate these differences effectively.
 - There is an overpopulation of signs regarding: park hours, rules, and regulations that do not contribute to the overall communication of general regulation.
 - The structure and delivery methods of the parks regulatory signs are inconsistent in placement and content.

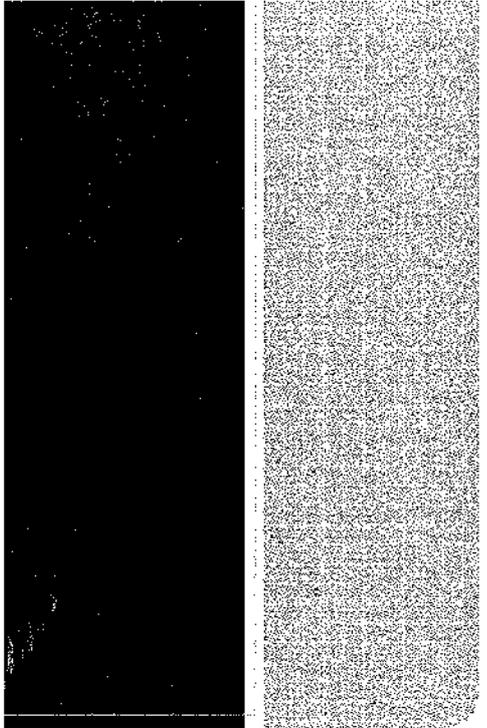
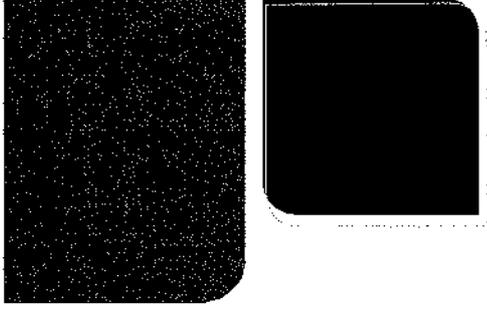
Park Promotion and Event Opportunities: The current marketing & event signage for Papago Park seems to be non-existent.

- This is demonstrated by the following:
- There is no single element that provides "marketing" for the park.
 - There is a lack of "celebratory" announcement that you are entering the park.
 - There is no consistent messaging system to promote the park within park boundaries.

Overall Sign Program: The current park signage programs do not provide comprehensive and consistent messages that enhance the park experience for the visitors. Please refer to the Design Guidelines section within this master plan to see the results of the assessment and the recommendations developed for the park.



3.0 COMMUNITY INVOLVEMENT



COMMUNITY INVOLVEMENT

"There are parts of the park you can visit where you do not see any roadway, any buildings, human structures and few people. You immediately feel immersed in the desert and the quiet, if briefly...until a military helicopter flies by...can imagine life as it was for the Papago. The buttes are extremely interesting geologically and offer excellent lessons on earth processes for our children and grand children. Quiet spaces provide the ultimate experience of nature and serve to recharge people when they visit the park. It is a very relaxing experience just being there."

Public comment from Workshop #1



Design Principles Charrette with the Ad Hoc Committee



Operational Roundtable meeting

DESIGN PRINCIPLES CHARRETTE

On February 18th, 2009 the Consultant Team held a Design Principles Charrette for the Ad Hoc Committee not only to serve as a formal project kick-off, but also to begin to develop a series of preliminary goals or outcomes for the plan which could be tested against public input. The feedback received during this charrette was instrumental in establishing a starting point for what would ultimately become a unified vision for Papago Park. The topics which garnered the most discussion were:

- Carrying Capacity
- Connectivity
- Multi-Modal Transportation
- Park First, Destination Second
- Cultural and Environmental Features
- Identity
- Education Center
- Safety/ Security
- Infrastructure

PUBLIC OUTREACH SUMMARY

Website and Project email

The project website, www.discoverpapagopark.com, was established in February 2009 to provide the history of the Park, detailed workshop information including all exhibits, graphics and questionnaires, the mayor's address video and an opportunity for the community to provide their feedback on the future planning for the Park. Between February and September 2009, the website had a total of 10,400 visits and 126,716 hits. A total of 349 surveys were received online. The project email address, info@discoverpapagopark.com, was used to receive community emails and send project updates and workshop invitations through the project database.

Mayor's Address

The Mayors representing the cities of Tempe, Phoenix, Scottsdale and a council person from the Salt River Pima-Maricopa Indian Community outlined the importance of Papago Park to our communities in a public address. They invited the public to participate in the workshops and to learn more through the project website. The program aired on each of the government access television stations in Tempe, Phoenix, and Scottsdale beginning in April 2009.

Stakeholder/ Operational Partner Interviews

The following stakeholders, as selected by the Working Staff Committee, representing local organizations were interviewed one-on-one to gain an understanding of the unique support Papago Park offered to their organizations:

- Kari Granville, ASU Archery
- Roc Armet, East Valley Partnership
- Mary Ann Miller, Tempe Chamber of Commerce
- Diane Brossart, Valley Forward
- Tice Supplee, Phoenix Mountain Preservation Council
- James Vujs, Oakland A's Stadium Manager
- Erik Filsinger, Arizona Mountaineering Club

In addition to the stakeholders, the Consultant Team also conducted interviews with the various partners who operate within Papago Park, they included:

- Peter Welsh, Director, Arizona Historical Society
- Marilyn Mack, Deputy Director, Desert Botanical Garden
- Jeff Williamson, Former Executive Director, Phoenix Zoo
- Ed Flinn, Papago Park Military Reservation
- Eric Swanson, Arizona Fish and Game Department
- Joe Yarchin, Arizona Fish and Game Department
- City of Tempe Operations and Maintenance Staff
- City of Phoenix Operations and Maintenance Staff

During the interviews with both the stakeholders and operational partners, it became clear that greater collaboration between these entities was needed. On July 27th, 2009, the Consultant Team arranged for an Operational Roundtable Meeting between partners to identify opportunities to improve services, amenities, and visitor experiences. Representatives from the following Papago Park facilities participated:

- City of Tempe
- City of Phoenix
- Phoenix Zoo
- Desert Botanical Gardens
- Arizona Historical Society Museum
- Papago Military Reservation
- Arizona Game and Fish Department

The response to this roundtable discussion was overwhelmingly positive and participants were excited about the next meeting. The initial outcomes of the meeting focused on:

- Establishment of goals for the group, priorities, and objectives for the future.
- Importance of continuing discussion and formats for collaboration.
- Importance to include stakeholder groups into the meetings.
- Inclusion of the Hall of Fame Museum and Law Enforcement.

More detailed results and recommendations regarding the Operational Partner Roundtable can be found in section 6 of this document.

PUBLIC WORKSHOP OVERVIEW

As part of the planning process, a series of three Public Workshops were held throughout the area surrounding Papago Park. Each workshop was broken into a morning and evening session to accommodate participant schedules and to gain as much input as possible. The first workshop was held on April 29, 2009 at the Phoenix Zoo and Supai Middle School and was attended by 142 participants. The second was held on June 15, 2009 at the Desert Botanical Gardens and North Tempe Multi-Generational Center and was attended by 154 participants. The third and final workshop was held on August 19, 2009 at the Salt River Pima-Maricopa Indian Community Center and August 20, 2009 at the Desert Botanical Garden and was attended by 114 participants.

Snapshot:

1. The average age of all participants was 55 years old.
2. The top three home zip codes of participants:
 - a. 85257
 - b. 85281
 - c. 85008
3. A total of 13,810 Workshop postcards were distributed to the limits bound by: Thomas Road, Washington Street, Curry Road, 48th Street and Scottsdale Road.
4. Workshop posters were mailed to 85 individual businesses around the park notifying them of each workshop.
5. Approximately 276 email invitations were sent out to various HOA's, community relations departments, and municipality Public Information Office contacts for each workshop that was held.
6. Press Releases:
 - a. Mailed: 46
 - b. Emailed: 17
7. Ads were also purchased in the following newspapers/ publications announcing each workshop:
 - a. Au-Au/Am
 - b. Tempe Wrangler
 - c. Arizona Republic
 - d. Tempe Town News
 - e. Arcadia News

The complete results of each of the public workshops can be found in Appendix D: Public Workshop #1 Summary, Appendix E: Public Workshop #2 Summary, and Appendix F: Public Workshop #3 Summary.

Additional Outreach

The Rio Salado Papago Park Ad Hoc Committee hosted three community workshops in Tempe to solicit additional input for the master planning process. The North Tempe Neighborhood Association was also able to gain additional community comments through the project survey form and provided the results to the Consultant Team. The complete results of these additional efforts can be found in Appendix G: Additional Community Input.

COMMITTEES

Executive Committee

The Executive Committee included representatives from the Salt River Pima-Maricopa Indian Community and the cities of Tempe, Phoenix and Scottsdale. Before approval by each entity's decision-making body, the final review and recommendations from the Executive Committee were included into the Master Plan. Prior to the beginning of the project, the Executive and Ad Hoc Committees developed a vision for the comprehensive planning of Papago Park. This vision statement was intended to serve as the guiding principal for the planning process:

"The cities of Phoenix, Tempe, and Scottsdale in conjunction with the Salt River Pima-Maricopa Indian Community will conduct a public planning process to develop a vision and series of recommendations to guide the future of Papago Park as a premier regional park serving these communities and the larger region. In addition to the vision statement adopted for the planning process, the committees have also adopted a comprehensive planning approach for the plan. The comprehensive planning approach will rely on an inclusive strategy that engages major stakeholders, external groups with extensive involvement in the region, the business community, community members in and around the area and the general public. The resulting plan will be recognized for its regional collaboration, visionary guidance and preservation ethic.

The principal purpose of this planning process is to establish a long term vision, or concept, for Papago Park and a plan to implement that vision. The scope of work will be shaped by public input, however, the cities anticipate significant attention will be given to enhancing, preserving and protecting natural, cultural, historic and archaeological resources; exploring comprehensive signage and way-finding; making strategic use of transportation and trail connections, including enhancements for ADA accessibility; re-vegetating and restoring native habitat and biotic communities; identifying existing structures and facilities for renovation; balancing park activities with protection of the park's unique setting and environment; and identifying mechanisms that support sustainability for the park."

The Consultant Team met with the Executive Committee on the following dates:

- October 4, 2008: Project Kick-off Meeting
- May 21, 2009: Progress Update and Workshop #1 Recap
- June 17, 2010: Approval of Final Regional Master Plan

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EXHIBIT F

Page 50 of 130

CONTRACT No. 2018-201-COS
 EXHIBIT A Page 86 of 174 to Contract No. 2018-201-COS

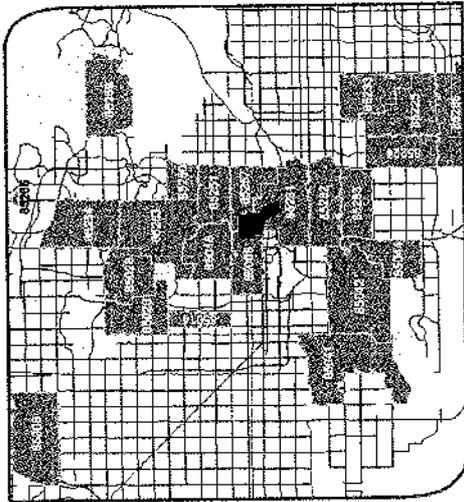
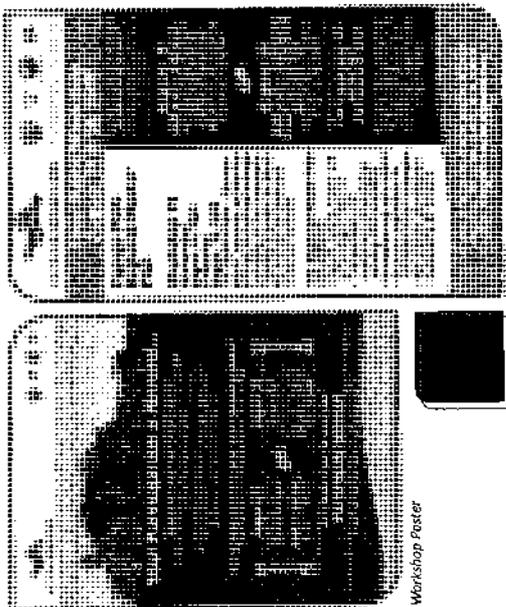
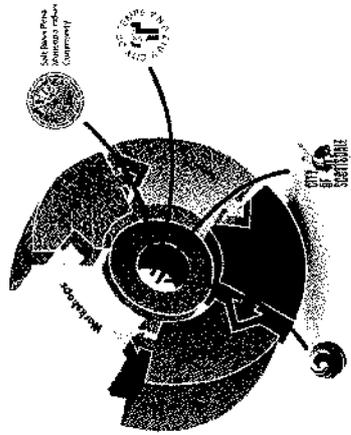


Figure 3.1 Workshop participation by zip code



Newspaper Ad



City of Phoenix

Figure 3.2 Opportunities to be involved

Ad Hoc Committee

The Ad Hoc Committee was comprised of representatives from the Salt River, Pima, Maricopa Indian Community and the cities of Tempe, Phoenix and Scottsdale. The committee's main responsibility was to coordinate involvement from residents and stakeholders in the master planning effort. The Ad Hoc Committee drafted both a conceptual vision for the future of Papago Park for the Executive Committee to review.

The Consultant Team met with the Ad Hoc Committee on the following dates:

- February 18, 2009: Design Principles Charrette
- April 20, 2009: Progress Update
- May 21, 2009: Progress Update and Workshop #1 Recap
- July 28, 2009: Progress Update and Workshop #2 Recap
- September 14, 2009: Progress Update and Workshop #3 Recap

Phoenix Parks and Recreation Board

The Phoenix Parks and Recreation Board consists of eight members, including the Parks and Recreation Director. This board establishes the operating policies for recreational facilities and services for the City of Phoenix. The planning process for this regional master plan was a topic of discussion on the agenda, during several of the board's monthly meetings. The input and comments received during these meetings served as an additional source of community input which the Consultant Team was able to incorporate into the final master plan. The complete comments received from the board can be found in Appendix G: Additional Community Input.

The Consultant Team met with the Board on the following dates:

- May 25, 2009: Progress Update and Workshop #1 Recap

Rio Salado Papago Park Ad Hoc Committee

The Rio Salado Papago Park Ad Hoc Committee was appointed by City of Tempe Mayor Hugh Hallman to provide Tempe Residents with additional opportunities for public input. The committee held three workshops on May 30, 2009, June 30, 2009, and July 30, 2009. The results of these three workshops were forwarded to the Consultant Team and used during the master plan synthesis process.

The Consultant Team met with the Committee on the following dates:

- November 20, 2008: Project Overview
- February 4, 2009: Review City of Scottsdale's award winning downtown redevelopment outreach efforts
- April 14, 2009: Project update and Workshop #1 preparation

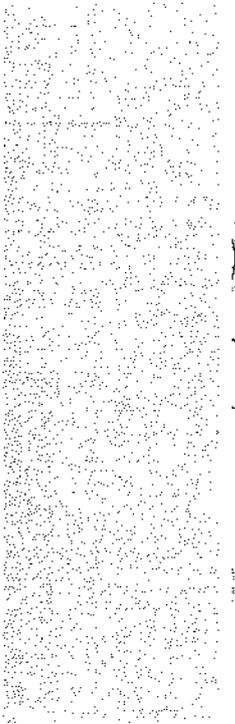
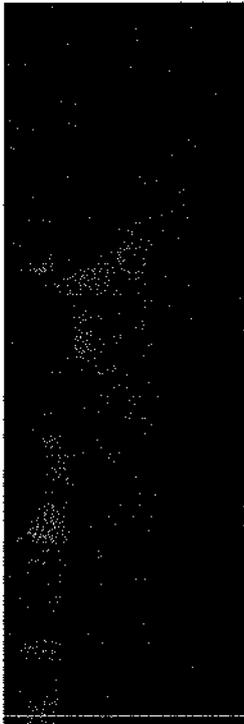
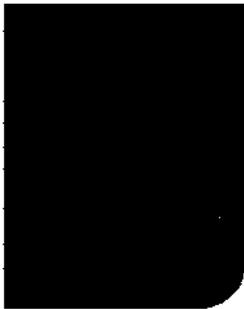
Staff Committee

The Consultant Team met with the Staff Committee on a bi-weekly basis from the official project kickoff on January 15th, 2009 through the completion of the final master plan document. The Staff Committee was instrumental in the planning and design of each public workshop along with the Consultant Team as well as providing key input and recommendations throughout the entire planning process.





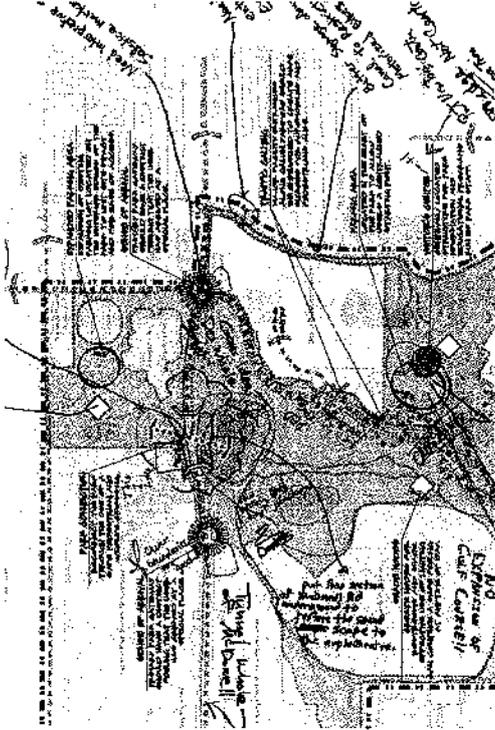
4.0 EVOLUTION OF THE PLAN



EVOLUTION OF THE PLAN

" Large, natural open spaces within large metro areas are rare. Preserving and enhancing the natural spaces within the park is essential. This may mean that portions of the park that are already developed - golf courses, ball parks -- might be more heavily promoted and used than they are now and some limitations may be placed on the numbers of people allowed into the natural areas."

Public comment from Workshop #1





OUTCOME OF WORKSHOP #1

Public Workshop #1 (April 29th, 2009) Summarized Results:

The three main goals of Public Workshop #1 were to identify the opportunities, constraints and design principles for Papago Park. Most importantly however, was to gain a direct response from the community to understand what was most important to them. Participants in Workshop #1 were given the opportunity to comment on alternatives presented through questionnaires and by writing directly on aerial maps of the park. These alternatives were developed with the help of the Ad Hoc Committee during the Design Principles Charette.

1. Compared to other priorities for the local municipalities that manage Papago Park, how important do you feel it is to maintain and improve Papago Park?

	Responses	Percentage
Very important	63	72.4
Somewhat important	15	18.4
Not sure	6	6.9
Not important	2	2.3
Total:	87	100

2. Facilities Visited (Top three)

1. Desert Botanical Garden
2. Phoenix Zoo
3. Hiking/ Walking/ Biking Trails

3. How would you rate the overall quality of all your experiences at Papago Park?

	Responses	Percentage
Excellent	36	41.4
Above average	32	36.8
Average	18	20.7
Below average	1	1.1
Poor	0	0
Total:	87	100

4. Facilities to be developed (Top three)

1. Natural Areas/Wildlife Habitats
2. Walking and Hiking Trails
3. Interpretive Exhibits

5. Most Common Response Categories (Top Ten)

- 1) Open Space/Natural Desert Preservation
- 2) Trails
- 3) Signage/Maps
- 4) Safety/Security
- 5) Parking
- 6) Historical/Cultural Values
- 7) Amenities (shade, restrooms, drinking fountains, shade, etc.)
- 8) Transportation Needs
- 9) Maintenance and Cleanliness
- 10) Visitor's Center

Top 10 categories of comments received from Workshop #1:

- Open Space/Natural Desert Preservation
- Trails
- Signage/Maps
- Safety/Security
- Parking
- Historical/Cultural Values
- Amenities (shade, restrooms, drinking fountains, etc.)
- Transportation Needs
- Maintenance and Cleanliness
- Visitor's Center

The following are the top four most important facilities to be developed according to the questionnaires from Workshop #1

- Natural Areas/Wildlife Habitats
- Walking and Hiking Trails
- Interpretive Exhibits (indoor/outdoor)
- Central Visitors Center

(See Appendix D for the complete results of Public Workshop #1)

After pouring through all of the comments received during Public Workshop #1, the Consultant Team developed four major themes based on the top categories and the most important facilities. These themes were separated into individual layers of information to help the public gain a better understanding of them. Several of the elements from each of the seven concepts developed, were considered interchangeable and relevant to other themes. The theme concepts presented at Workshop #2 were as follows:

Connectivity

- Trail System
- Way-finding
- Maps
- Safety

Interpretation/Education of Cultural/Historical Resources

- Signage
- Visitors Center
- Programs

Infrastructure/Amenities

- Sense of Arrival
- Shade
- Parking
- Restrooms
- Lighting
- Security

Natural Resources

- Preservation
- Open Space
- Restoration

The following are the themes as they were presented in Workshop #2:

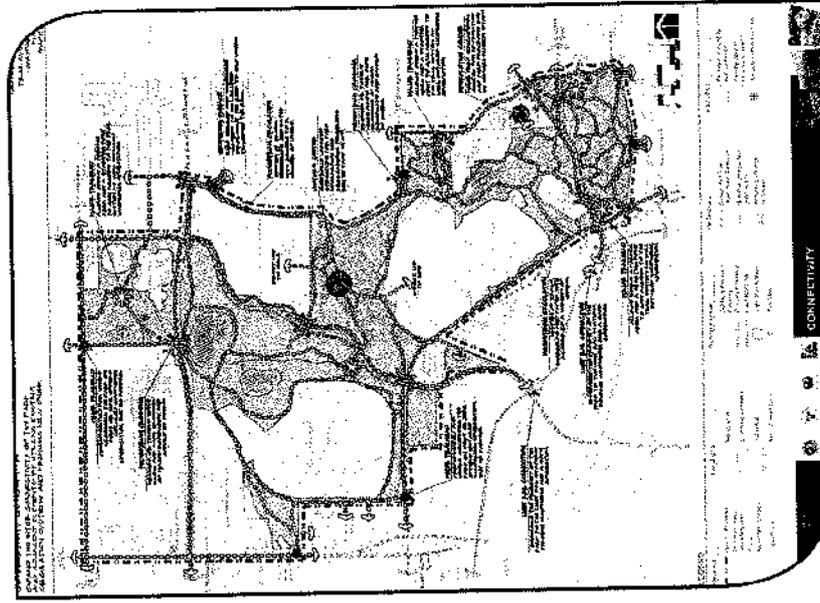


Figure 4.1 Connectivity Concept 'A' – expand the inter-connectivity of the park and adjacent elements by utilizing existing circulation systems and minimizing new ones.

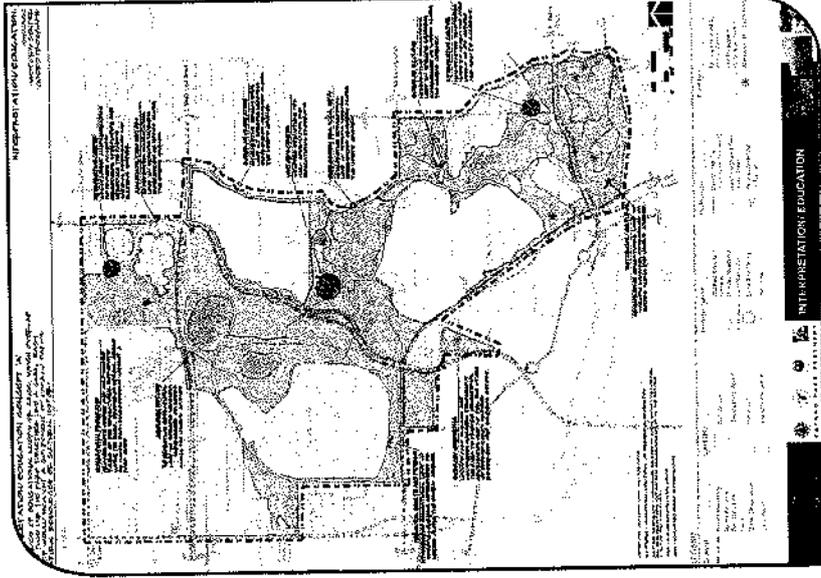


Figure 4.2 Interpretation/Education Concept 'A' – a series of educational loops or rings, which overlap and thus link the park together like a chain. Each loop would highlight a component of Papago Park's natural resources or cultural history.

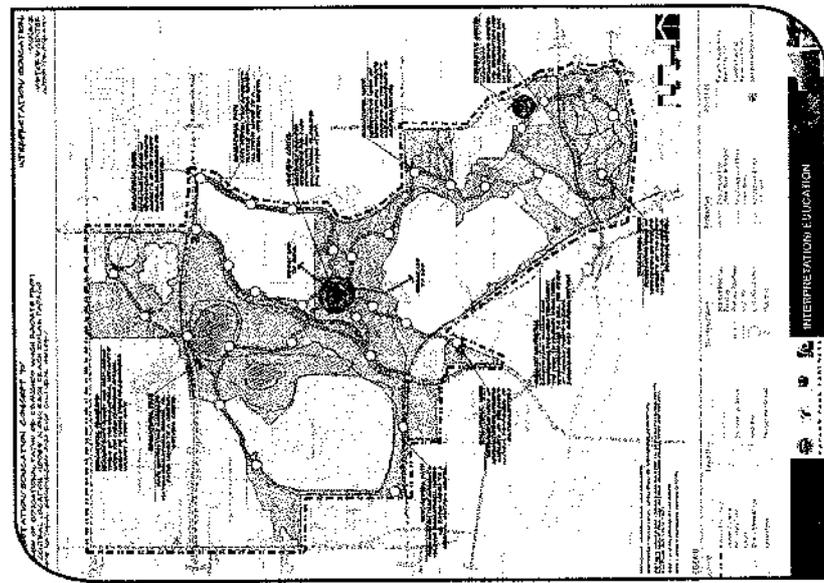


Figure 4.3 Interpretation/Education Concept 'B' – a series of educational paths or branches which radiate from one central location. Nodes along each branch explain Papago Park's natural resources and rich cultural history.

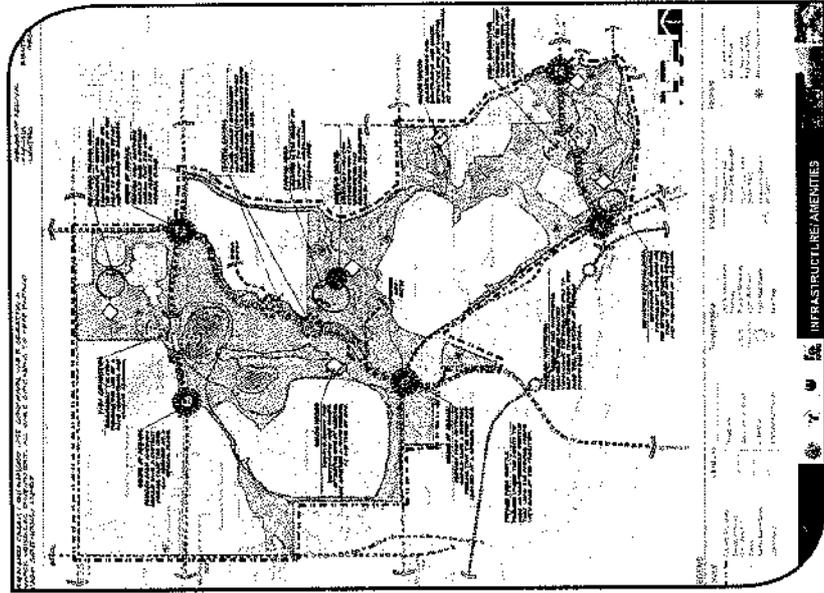


Figure 4.4 Infrastructure/Amenities Concept 'A' – expanded facility entrances limit confusion, while creating a safer vehicular environment, all while continuing to keep Papago park continuously linked.

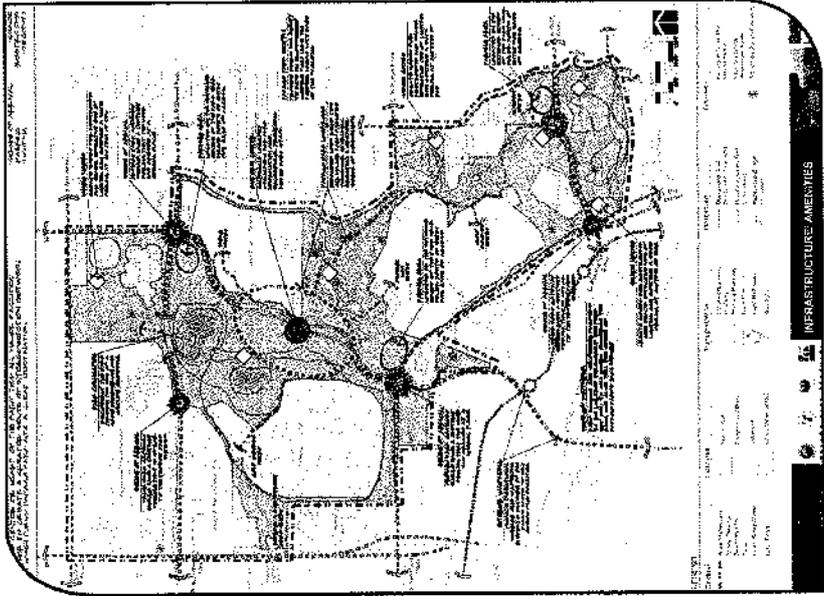


Figure 4.5 Infrastructure/Amenities Concept 'B' – a defined center or 'heart of the park' ties all major facilities together to create a greater sense of interconnection between them, which turns Papago Park into a clear destination.

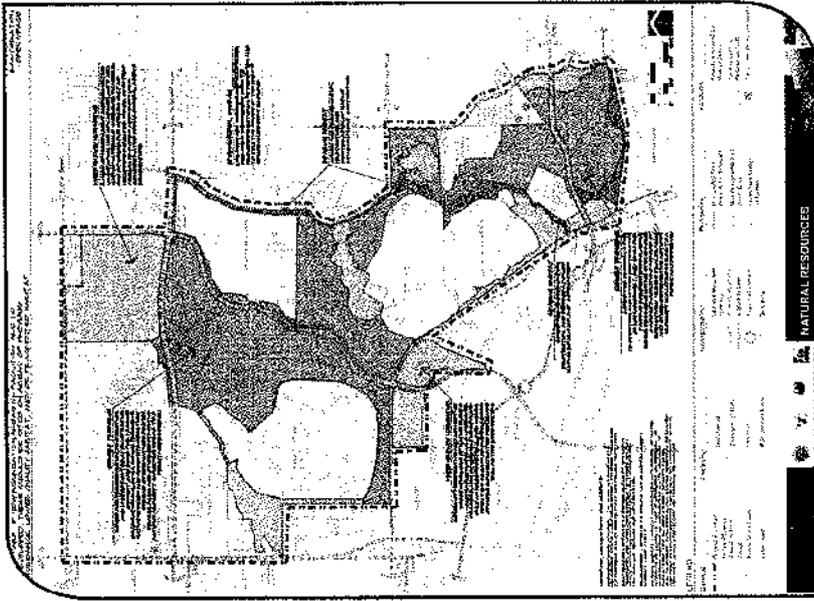


Figure 4.6 Natural Resources Concept 'A'—protect and enhance higher quality native habitat within Papago Park. If new recreation areas or facilities are to be developed, these should be sited on areas of previous disturbance, lower quality habitat, and/or fragmented habitat.

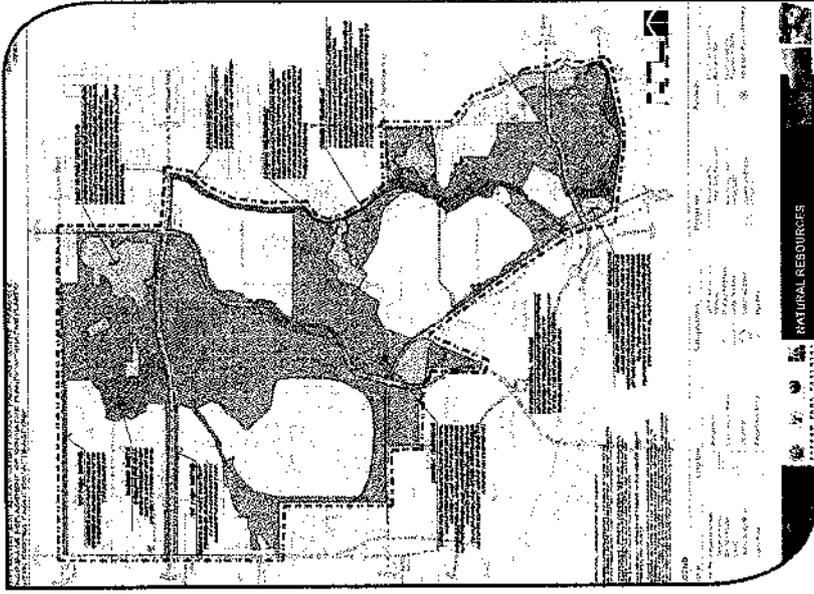


Figure 4.7 Natural Resources Concept 'B'—maximize the protection, enhancement, and reclamation of existing natural areas within Papago Park, and where feasible, encourage replacement of non-native plants with native plants within existing facilities/ attractions.



This approach makes the project a lot easier to manage by breaking it into pieces"
 —Michael Bishop #2

OUTCOME OF WORKSHOP #2

Public Workshop #2 (June 15th, 2009) Summarized Results:

The goal of Public Workshop #2 was to get public input on the theme concepts and to gain an understanding of desired park programming. Participants in Workshop #2 were given the opportunity to comment on each of the themes that were presented through the questionnaires and by writing directly on the concepts themselves. The comments received on these individual layers were then reviewed, synthesized, and combined into a complete conceptual master plan, which was presented at Public Workshop #3.

1. Do you feel the draft vision statement presented best represents the common interests of all Papago Park users?

Responses	Percentage
Yes	51
No	9
Total:	56
	100

2. Do you feel the draft vision statement best represents the core values of the people and communities who use Papago Park?

Responses	Percentage
Yes	47
No	6
Total:	53
	100

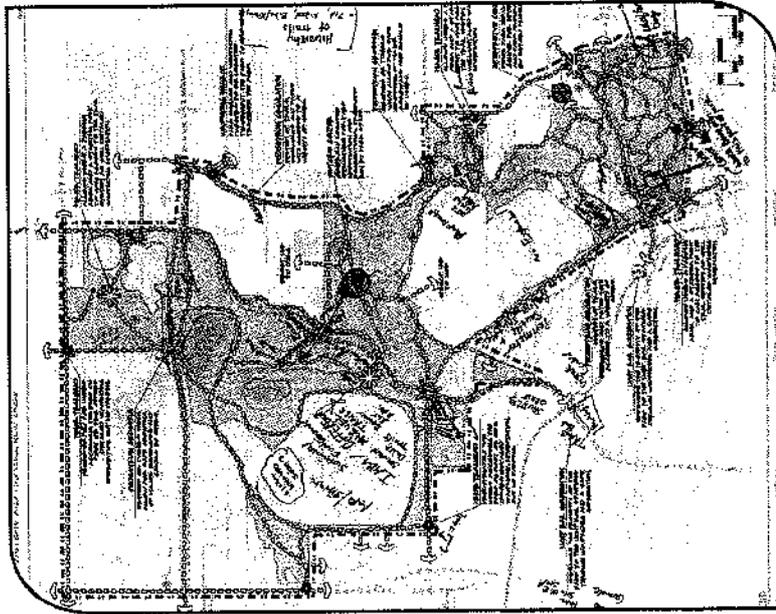


Figure 4.g Public Comments on a Connectivity theme

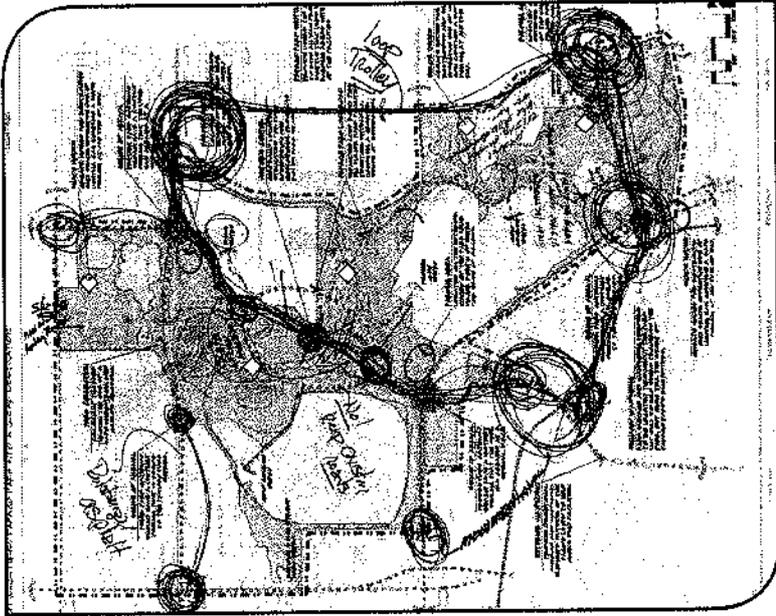


Figure 4.9 Public Comments on an Infrastructure and Amenities Theme

3. Theme Concept Feedback

Natural Resources

Strongly Support	Strongly Support Responses	Total Question Responses	Percentage of Total Responses
	65	70	92.9%
	61	68	89.7%
	61	68	89.7%
	59	69	84.2%

Do Not Support	Do Not Support Responses	Total Question Responses	Percentage of Total Responses
	54	69	78.3%

Interpretation/Education (Cultural/Biological)

Strongly Support	Strongly Support Responses	Total Question Responses	Percentage of Total Responses
	36	71	50.7%
	45	69	65.2%
	35	67	52.2%
	35	71	49.3%

Moderately Support	Moderately Support Responses	Total Question Responses	Percentage of Total Responses
	27	71	38.0%

Connectivity

Strongly Support	Strongly Support Responses	Total Question Responses	Percentage of Total Response
	46	69	66.7%
	54	66	81.2%
	62	73	84.9%
	42	64	65.6%

Do Not Support	Do Not Support Responses	Total Question Responses	Percentage of Total Response
	38	61	62.3%

Infrastructure/Amenities

Strongly Support	Strongly Support Responses	Total Question Responses	Percentage of Total Response
	30	67	44.8%
	32	72	44.4%
	39	78	50.0%
	28	68	41.3%
	26	61	42.6%

Do not Support	Do Not Support Responses	Total Question Responses	Percentage of Total Response
	38	61	63.1%
	23	46	50.0%

(See Appendix E for the complete results of Public Workshop #2)

CONCEPTUAL MASTER PLAN

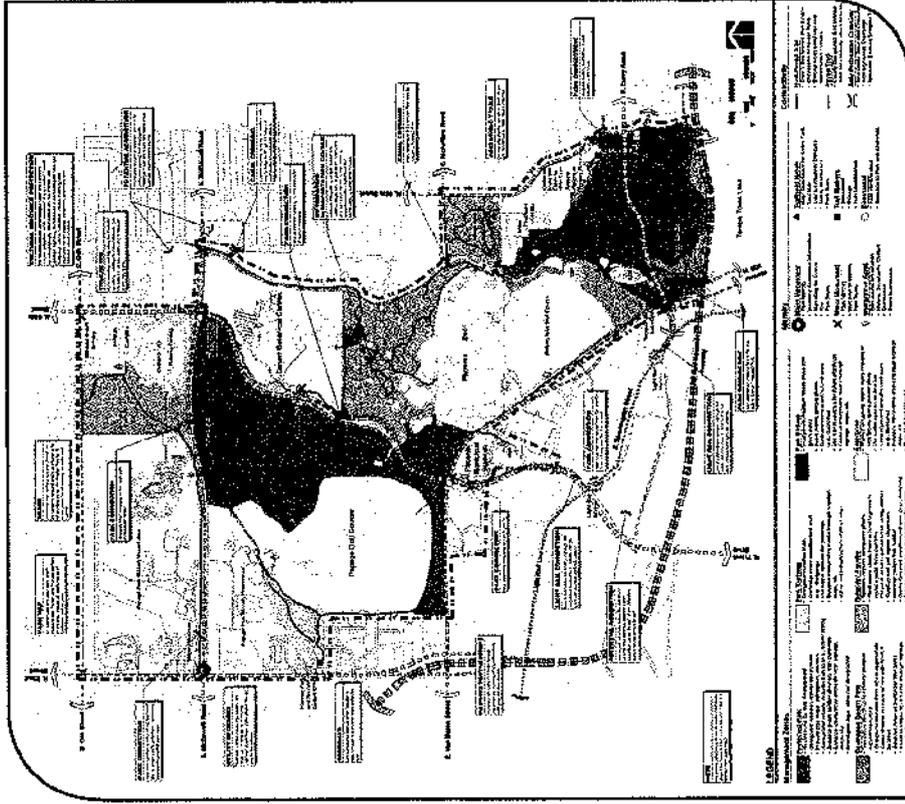


Figure 4.10 Conceptual master plan presented at Workshop #3

Preliminary Vision and Mission Statement(s)

One of the important steps throughout the public involvement process was to identify the values that are important to the public and the stakeholders. From that initial step of identifying the values a clearer picture of the broad goals of this master plan can be verbalized. Developed from the themes discussed in Workshop #1 these preliminary vision and mission statements were presented in Workshop #2. Participants were given an opportunity to comment on these statements within the questionnaire that was handed out during the workshop.

Papago Park Vision Statement-Preliminary:

"The vision of Papago Park is to be a signature desert park managed collaboratively by all operational partners in concert with the interests and needs of the public, and emphasizing environmental and cultural excellence to improve the quality of open space and urban recreational opportunities for the enjoyment of all Arizona residents and visitors."

Papago Park Mission Statement-Preliminary:

"The mission of Papago Park is to preserve and enhance the historical, environmental and cultural value of the park for users of all ages, honoring the core values of preservation, connectivity, accessibility, education, and recreation through appropriate design of park amenities and facilities that create a sense of place and preserve the integrity of the park for existing and future generations of users."

Synthesis of the Themes presented in Workshop #2

The synthesis of the concept themes and the input received on them, occurred through a series of meetings held with both the Staff Committee and the Consultant Team, in between Workshops #2 and #3. The compilation of this data was used to develop a complete plan, taking into consideration the information derived from the various efforts that had occurred thus far in the planning process. Biological, cultural, facilities/operations interviews, the summaries of Workshops #1 and #2 as well as the additional public input from the web site and other committees, stake holders and focus groups were all strong components of this process.

Once the alternative themes were synthesized into a single conceptual master plan, a series of strategies and outcomes were developed and tested with the help of the Ad Hoc Committee. The committee evaluated these plans based on the public input, current master plan goals, maintenance budget realities, facilities needs and the realities of future budgets. From this evaluation the key pieces of the outcomes were further synthesized to form the Conceptual Master Plan.

One aspect of Papago Park is the expense of the park buttes arising from it. Expenses clustered with facilities for other parks across its identity." Workshop #2

Revised Vision/Mission Statement

The vision and mission statements were further refined following an Ad Hoc Committee meeting on July 7th, 2009 in which committee members felt that the original statements could apply to any park in the country and wanted to capture the elements of Papago Park that were unique.

Papago Park Vision Statement - Revised:

"The vision of Papago Park is to be a signature urban Sonoran Desert park, uniquely recognized for its geological butte formations, managed collaboratively by its public and private operational partners in concert with the interests and needs of the public, and emphasizing environmental, economic, and cultural excellence to improve the quality of open space and urban recreational opportunities in Central Arizona for the enjoyment of all residents and visitors."

Papago Park Mission Statement - Revised:

"The mission of Papago Park is to preserve and enhance the historical, environmental and cultural value of the park and Arizona's Valley of the Sun for users of all ages, honoring the core values of preservation, connectivity, accessibility, education, and recreation through appropriate design of park amenities and facilities that reflect the unique landscape of the Sonoran Desert, create a sense of place, and preserve the integrity of the park for existing and future generations of users."

OUTCOME OF WORKSHOP #3

The goal of Public Workshop #3 was to clarify the plans final direction through a series of presented strategies and desired outcomes. Participants in Workshop #3 were given the opportunity to comment on a single conceptual master plan and each of the strategies and outcomes through a questionnaire and by writing directly on the plan itself. The comments received were then reviewed, synthesized, and combined into a complete final master plan.

Public Workshop #3 (August 19th and 20th, 2009) Summarized Results:

1. Category: Preservation/ Restoration/ Natural and Cultural Resources

Does the list of outcomes incorporate the most important outcomes for this category?

Responses	Percentage
Yes	37
No	5
Total:	42
	100

2. Category: Trail System

Does the list of outcomes incorporate the most important outcomes for this category?

Responses	Percentage
Yes	35
No	5
Total:	42
	100

3. Category: Communication

Does the list of outcomes incorporate the most important outcomes for this category?

Responses	Percentage
Yes	39
No	5
Total:	44
	100

4. Category: Infrastructure

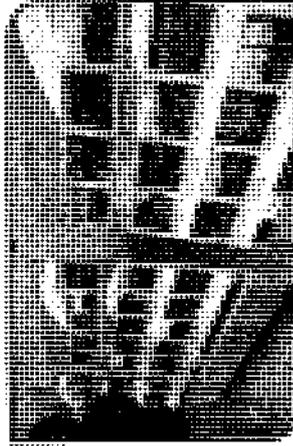
Does the list of outcomes incorporate the most important outcomes for this category?

Responses	Percentage
Yes	33
No	12
Total:	45
	100

5. Category: Management

Does the list of outcomes incorporate the most important outcomes for this category?

Responses	Percentage
Yes	38
No	5
Total:	43
	100



During the workshop five tables were set up with the Preliminary Master Plan: Communication, Infrastructure, Preservation, Trail System, and Management. After a discussion of each topic and the outcomes from Workshop #2, participants were asked to place a star or dot on the topic that meant the most to them. Each person was given three to vote however they wanted to. The following is the outcome of that voting.

Most Desirable Outcomes (top 10):

- 1) Improved park connectivity
- 2) Improved condition of natural and cultural resources
- 3) Protected desert/ open space
- 4) Enhanced education regarding natural and cultural significance
- 5) Preserved native plants and wildlife diversity
- 6) Reduced impact from heavy use
- 7) Better defined trail system
- 8) Preservation of cultural/ historical resources
- 9) Increased plant cover and wildlife habitat
- 10) Broadened and enhanced user experience with links to desired trails and amenities

Least Desirable Outcomes (top 10):

- 1) Increased parking opportunities
- 2) Increased access to information about food availability
- 3) Destination visitor's center
- 4) More information on restrooms
- 5) Enhanced amenities
- 6) Increased public engagement in Papago Park
- 7) Enhanced visual quality
- 8) Increased security and visitor safety
- 9) Increased knowledge of water availability
- 10) Protected wildlife diversity

6. Does the Conceptual Master Plan address the most important outcomes for Papago Park?

	Responses	Percentage
Yes	35	87
No	5	13
Total:	40	100

7. Does the Conceptual Master Plan capture the special elements or 'WOW' factor needed to help Papago Park be recognized as a great park?

	Responses	Percentage
Yes	25	81
No	6	19
Total:	31	100

(See Appendix 'F' for the complete results of Public Workshop #3)

Synthesis of the Public Input gathered at Workshop #3

The synthesis of the public input received on the Conceptual Master Plan in Workshop #3 was incorporated and further refined through meetings with the staff committee. The strategies and outcomes were then modified to reflect the changes to the Conceptual Master Plan. These adjustments were made and the vision and mission statements were finalized.

Papago Park Vision Statement - Final:

The vision of Papago Park is to be a signature urban Sonoran Desert park, uniquely recognized for its unique geological butte formations, managed collaboratively by its public and private operational partners in concert with the interests and needs of the public, and emphasizing environmental, economic, and cultural excellence to improve the quality of open space and urban recreational opportunities in Arizona's Valley of the Sun for the enjoyment of all residents and visitors.

Papago Park Mission Statement - Final:

The mission of Papago Park is to preserve and enhance the historical, environmental, and cultural value of the park and Arizona's Valley of the Sun for users of all ages, honoring the core values of preservation, connectivity, accessibility, education, and recreation through appropriate design of park amenities and facilities that reflect the unique landscape of the Sonoran Desert, creating sense of place, and preserving the integrity of the park for existing and future generations of users.

Subsequent to the public involvement process, the Ad Hoc Committee identified the need to develop a statement that further distinguishes Papago Park from other parks, by providing greater specificity that references some of the most unique qualities, and identifies a path for the future. The following statement was composed by the Ad Hoc Committee to complement and enhance the vision and mission statements for the park:

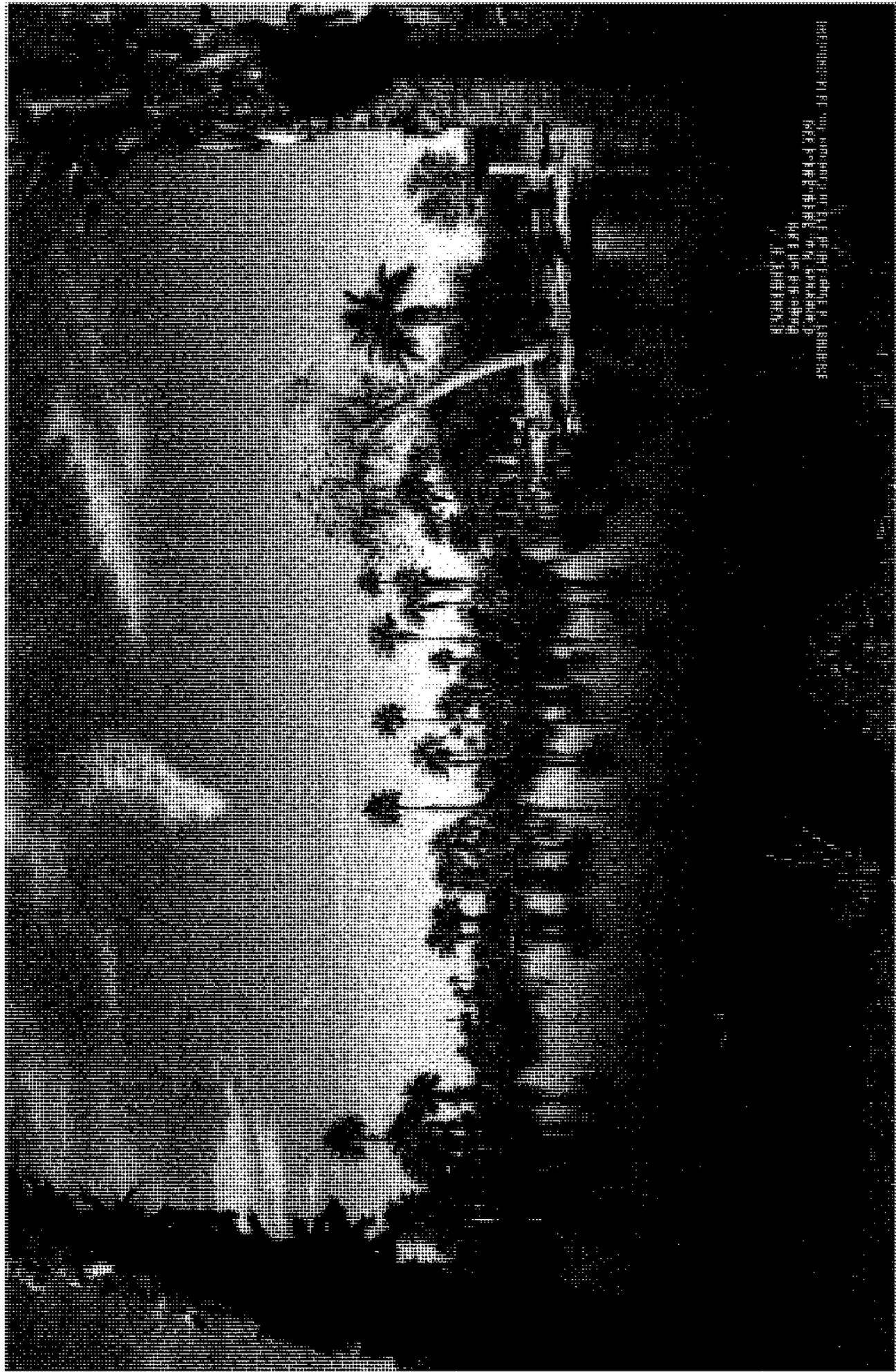
Papago Park today is a Valley crossroads where Native culture and natural history coexist with a modern American metropolitan area. Because of its awe-inspiring signature geologic and landscape features and its central location, Papago Park can become a premier destination that plays an integral role in defining the sense of place for the region.

As the metro area has grown up around it, the park is now at the center of the Valley, accessible to multi-modal transportation services. Capitalizing on its unique location and facilities, Papago Park will serve as the hub for a remarkable regional suite of natural, cultural, historic and archeological resources.

As the 21st century unfolds, we outline these visions for Papago Park. We will strive to:

- *Expand and improve the park's desert character and enhance the park's ability to provide visitors a gateway into the Sonoran Desert environment*
- *Create a world-class center for Sonoran Desert interpretive activities which engages urban audiences and visitors to the region who seek to understand and appreciate the past, present and future of the Sonoran Desert and our unique challenges and diverse forms of life and culture.*
- *Improve the connectivity and accessibility of the park's features and amenities*
- *Provide a theme and identity to unify all landscapes, amenities and attractions to provide a uniquely regional "Papago" experience for all types of users.*
- *Preserve and protect the historic, prehistoric, archaeological and indigenous cultural resources.*
- *To achieve these visions for Papago Park, establish a multi-jurisdictional collaboration that shares resources and management responsibility in order to serve diverse publics and park needs with efficiency and effectiveness*

Papago Park can be a key component in the ongoing economic, environmental, social and cultural evolution of our region. The Master Plan and Vision for Papago Park will continue to evolve and adapt in response to the communities of which it is a part.



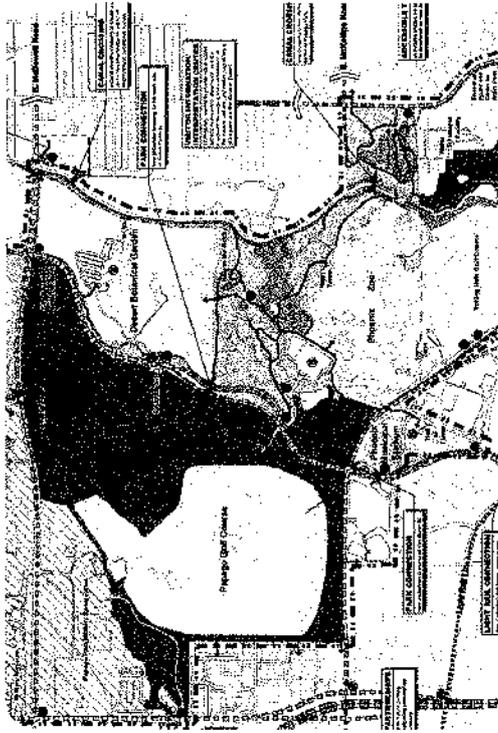
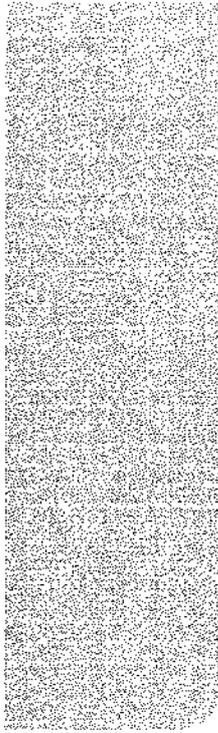
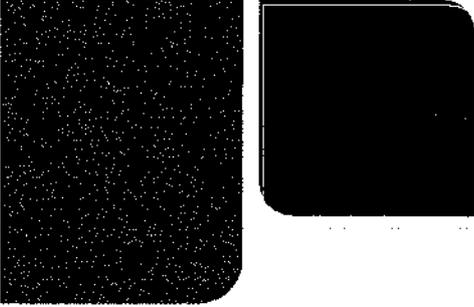
THE UNIVERSITY OF THE SOUTH PACIFIC
SCHOOL OF DISTANCE EDUCATION
SUVA, FIJI



FINAL REGIONAL MASTER PLAN

The following recommendations, elements, and guidelines were developed to provide a flexible, yet foundational plan for future decision making as well as promote the park's existing assets, reinforce connectivity and provide educational opportunities that celebrate the cultural and ecological qualities unique to the park.

Papago Park has the right ingredients in place to become a Great American Park. The most daunting challenges inhibiting this recognition center around small, but essential details that are not currently addressed. While each area of focus is important, the holistic approach of their interconnection is what will enhance and reinforce the others. The goal of this plan is to create a truly comprehensive plan for the park.





KEY RECOMMENDATIONS

The *Papago Park Regional Master Plan* is based on the following seven recommendations. These recommendations will form the basis for the shared objectives, goals, and guidelines that the City of Phoenix and the City of Tempe will use to manage and protect Papago Park.

Improved Collaborative Management

Operating entities on-site can work together more closely to manage all of Papago Park in a more unified, strategic direction. There are two municipal land owners in the Papago Park study area – City of Phoenix and City of Tempe. There are two large destinations under lease agreement with the City of Phoenix that bring millions of visitors to the park each year – Phoenix Zoo and the Desert Botanical Gardens. There are four state agencies that operate in some capacity within the Papago Park study area – Arizona Historical Society with the Arizona Historical Society Museum, Arizona Department of Military Affairs and Emergency Services operating on the Papago Military reservation (not officially part of the park but on land owned by the federal government), Arizona Game and Fish Department that oversees programs of urban fishing and watchable wildlife in the park, and Arizona State University Community Services Building. Finally, there are multiple private entities with a presence in the park including the Oakland A's major league baseball team, the Hall of Fame Museum, and concessionaires at both Rolling Hills and Papago Golf Courses.

The challenge of coordinating management decisions for the park as a whole with all of these entities and organizations should be the primary goal of collaborative management opportunities in the future. There is coordination between small groups of these entities based upon necessity and occasional opportunities; however the prevailing result is management clusters focused on specific events or circumstances instead of consistent coordination between all the major organizations operating on site.

Collaborative management recommendations of this Papago Park Regional Master Plan include the following critical aspects:

1. A collaborative management approach must not dilute the ownership and sense of control the land owners and major operating entities feel over their areas of the park.
2. A collaborative committee comprised of representatives from each of the land owners on-site should be formalized with designated membership (City of Tempe, City of Phoenix). An expanded sub-committee can be created to involve other operational partners and stakeholders.
3. The expectations of a formalized collaborative committee comprised of representatives from each of the operating partners on-site must not extend beyond an advisory capacity.
4. Meetings of the collaborative management committee should be regular, with a minimum frequency of every other month for the first year. Meeting frequency could be reduced to quarterly over time.

5. Meetings of the collaborative management committee should be organized to address topics and outcomes in the following key areas:

- a. **Goals and priorities** – clarify and update the goals and priorities of the collaborative management committee as needed to keep the committee productive and aligned with the vision/mission of the park
- b. **Programs and services** – coordinated planning and scheduling; interpretive planning and implementation logistics support requirements
- c. **Facilities and assets** – facility and asset management issues; envisioned new facilities or assets under construction
- d. **Marketing and promotion** – coordinated marketing efforts including a Papago Park website
- e. **Infrastructure** – utilities and supporting infrastructure that needs repair or replacement; coordinated repair and replacement schedules where relevant; new infrastructure requirements and initiatives
- f. **Funding and fundraising** – coordinated efforts for raising funds for programs, services, facilities, amenities, and/or infrastructure requirements to meet the strategic objectives of each operational partner and the park as a whole
- g. **Other** – additional issues that arise where collaborative awareness or support creates opportunities

Link Existing Signature Amenities

Papago Park already contains the vital ingredients to be a Great American Park, but is not getting credit for the signature amenities that exist within the park. One of the observations of the Consultant Team while developing the Papago Park Regional Master Plan is that Papago Park features destinations and amenities within it that are very similar to the amenities of other Great American Parks. Like the great parks of San Diego, San Francisco, Houston, Chicago, and New York City, Papago Park is home to incredible amenities focused on natural and native resources, sports and leisure, trails and open space, historic and cultural significance, and outdoor recreation.

A quick study of Papago Park reveals that this large urban park is known for its amenities first, and the park second. A leader in the community and executive of one of the major destinations within Papago Park captured it well when he said, "We have concluded that if [Papago Park] has suffered from a lack of core identity and that its parts dominate the whole."

To be made to elevate the status of Papago Park to that of a Great American Park it is necessary to unify the world-class destinations within the park under a common sense of identity, emphasize the fact that these amenities all call Papago Park home. The Phoenix Zoo at Papago Park, the Desert Botanical Gardens at Papago Park, are good examples of how amenities that are famous regionally, statewide, and nationally can lend their notoriety to the park itself. A number of the key recommendations contained within this regional master plan support the effort of linking existing signature amenities within the park for the purposes of strengthening the common sense of place that all these signature destinations share.

Cooperative Branding and Messaging

To support linking existing amenities within Papago Park, it is critical that cooperative branding and messaging inform the residents and visitors to the area that Papago Park is a destination of signature amenities. The operating partners of the park can retain their individual distinction while engaging in a co-branding campaign that features standard messages. This message will provide residents and visitors to Arizona's Valley of the Sun a greater sense of the importance that the park provides to the region and state.

- Specific examples of co-branding and messaging vehicles and opportunities include, but are not limited to:
- Collaborative website that is updated routinely with programs, events, amenity descriptions, and links to websites of signature amenities within the park
 - Collaborative marketing material
 - Informational / interpretive kiosks within the park, including the signature amenities
 - 10-minute informational and interpretive video featuring the natural, historic, and cultural significance of Papago Park
 - Video clips/programs on local community access TV channels

Recommended messages that should be featured in collaborative media, programs, events, and presentations by all operational partners include, but are not limited to:

1. The vision, mission, and values of Papago Park
2. The significance of the land of Papago Park to native peoples and their culture from ancient times to today
3. The significance of the natural resources of Papago Park and the Sonoran Desert
4. The history and evolution of Papago Park as a public park from the early 1900's to today
5. The significance of Papago Park facilities, amenities, and programs to current and future residents and visitors to the area
6. The diversity and quality of experiences available at Papago Park through its facilities, amenities, and programs
7. The role of Papago Park as a signature desert park in Arizona's Valley of the Sun
8. The notoriety and acclaim of signature amenities, both natural and man-made, within Papago Park
9. The diversity and quality of Papago Park's operational partners present on site, along with important contact information, telephone numbers, and web addresses

Strengthen Sense of Place

There are a multitude of projects that can dramatically strengthen the sense of place at Papago Park. These include arrival signage, orientation kiosks, and consistency of minimum design and operating standards for amenities and assets within the park. Strategies include:

1. Consistent signage themes and appearance throughout the main body of the park. This does not have to continue within the boundaries of signature amenities, unless it is referring to aspects of the park on the whole.
2. Major entry monuments or signage at key entry points of the park as noted in the master plan illustration.
3. Minor monuments and kiosks with a consistent appearance that provide location orientation, a map of the park, basic interpretive messaging, and designations of signature amenities to be located at key locations within the park as noted in the master plan illustration.
4. Directional and way-finding markers prudently placed throughout the trails that feature a consistent appearance.
5. Interpretive signage and markers located in key areas of the park to denote the significance of natural, cultural, or historic resources.
6. Consistent minimum design standards for facilities and assets located in the park, not including structures or amenities within the signature destinations.
7. Consistent minimum maintenance standards for facilities, structures, and grounds within the park, including assets and areas within the signature amenities.
8. Consistent messaging associated with any publication, press release, or promotional material of all entities operating within the park. This would include a single, consistent statement that defines that amenity, destination, or experience as a component of Papago Park, and briefly summarizes the value of the park to the local community and state.

Upgrade Infrastructure

There are numerous examples of aged infrastructure within the park that detract from either the operating potential of amenities on-site, or the visitor experience. This Papago Park Regional Master Plan project obtained diverse, yet relevant public opinion regarding the prioritization and appropriateness of facilities and infrastructure in the park. The Consultant Team worked to craft recommendations that reflect a balance of these core values, as well as the needs of the park. These recommendations will insure a high quality community asset into the future that meets the needs of an increasingly diverse public. The following table identifies those key infrastructure elements:

Utilities	Repair, replace and upgrade existing	The utilities servicing many areas of the park are aged and rapidly deteriorating, inhibiting the ability to provide reliable, quality services, as well as any future growth of amenities.
Shade structures at existing playgrounds	Develop new	Shade structures are needed for existing playgrounds to support extended and safe use for families with children.
Shade structures on trails	Develop new	A limited number of shade structures are needed at key locations on the trails of Papago Park to support extended and safe use for trail users. These structures should be small, and compliment the surrounding landscape. These shade structures should follow the design and character developed for Papago Park.
Parking	Upgrade existing, develop new	Parking areas inside the park should be upgraded with improved lighting, parking and traffic configuration, and ADA compliance. Parking areas bordering the outside boundary of Papago Park should be developed by negotiating use of existing parking lots of the Papago Business Park.
Lighting	Upgrade existing, develop new	Limited lighting in select areas that are prominent for illegal and mischievous use at night should be installed to deter inappropriate behavior in the park. Add lighting to ramadas/ shade structures and kiosks where appropriate. Add lighting to trails in appropriate areas. Employ the use of solar technology where appropriate.
Trail connections	Develop new	Trail connections are needed to improve circulation to and within Papago Park. These include connections between major amenities, across McDowell Road west of Galvin Parkway, across Galvin Parkway, across Van Buren Street, and between the Tempe and Phoenix sides of the park.

FINAL MASTER PLAN

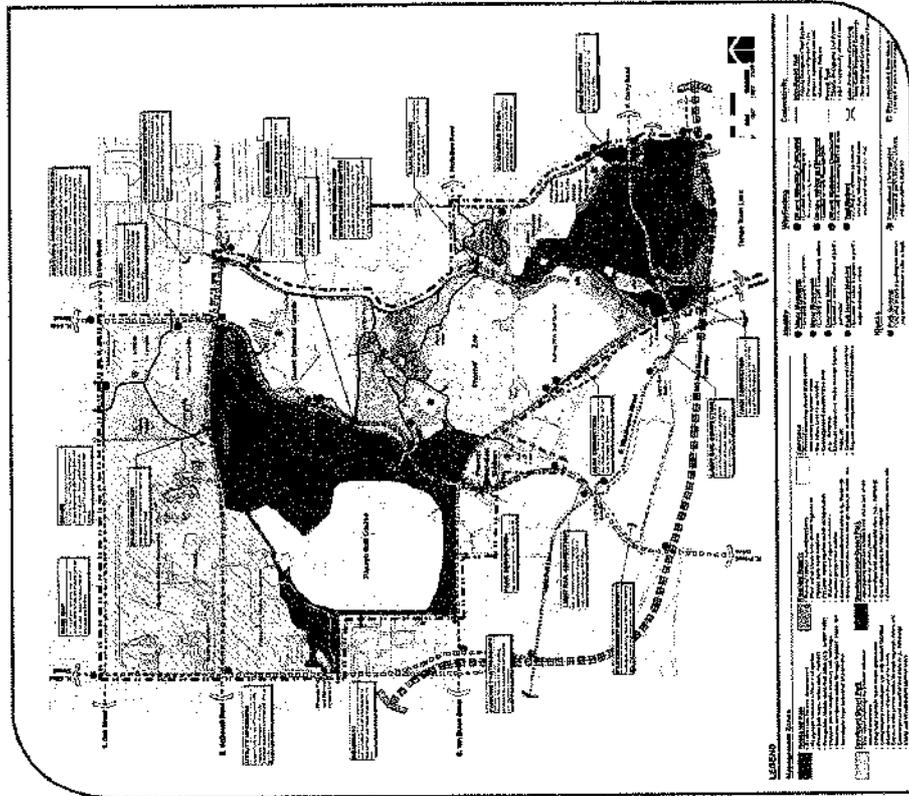


Figure 5.0 Final Regional Master Plan

* For more detail see maps and plans section of this document

Progressive Management Techniques

The unique environment and operating circumstances of Papago Park provide opportunities for progressive management techniques that can improve the best practices of the managing entities. These techniques will help preserve the integrity of the natural, cultural, and historic resources of the site, and the visitor experience. This includes, but is not limited to:

1. Establishing distinct management zones as defined within this master plan
2. Maintaining a collaborative management committee or "roundtable" to coordinate programs, services, events, marketing, and management issues of the park as a whole
3. Developing and maintaining a unified website and marketing initiative for the park as a whole

Visitor Center

A common vision expressed by the majority of stakeholders throughout the Papago Park Regional Master Plan project was the need for a visitor center. Despite this common vision, there is great disparity as to what this visitor center should look like, where it should be located, and how it should be operated. It is a recommendation of the Consultant Team that the operations of a visitor center appropriately involve the cooperation of the landowners of the park, as well as the major operating partners. The concept of a visitor center recommended by the Consultant Team is one that can provide value-added aspects to the visitor experience, and the important messaging and interpretation of the natural, cultural, and historic significance of the park and the Sonoran Desert without encumbering either municipality with unrealistic operational funding requirements. To start, a "passive" visitor center that features a tasteful collection of interpretive kiosks, signage, and interactive outdoor exhibit areas could provide visitors an enhanced experience and understanding of the multiple dimensions of Papago Park's significance without creating a facility that is exponentially more expensive to construct and operate. A more sophisticated visitor center, which follows the overall character and design theme, could become a future reality for Papago Park once greater cohesiveness and a stronger brand has been developed through implementation of the recommendations of this regional master plan. Potential integration with the future regional planning projects is encouraged.

ELEMENTS OF THE PLAN

Management Zones

The Consultant Team has prepared recommendations for distinct management zones within Papago Park. These recommendations stem from the resources and facilities that currently exist. The City of Phoenix and City of Tempe do not have sufficient shared guidelines in place that take a progressive approach to managing the natural and cultural resources of the site. As a result, there are inconsistencies of management styles and practices between the areas of the park managed by each city that are not always evident to the end users. Additionally, the heavy use of the park from its early days as a national monument through today, has led to the deterioration in quality of many natural and cultural resources. The municipalities are interested in regaining that quality.

In order to achieve this, the Consultant Team recommends the adoption of consistent management zones. These recommended zones are:

1. Protected Park Zone
2. Developed Desert Park Zone
3. Developed Non-Desert Park Zone
4. Enterprise Zone
5. Riparian/Aquatic Zone

The recommendations which follow describe these distinct management zones, and a summary of suggested management practices related to each.

Distribution of Management Zones

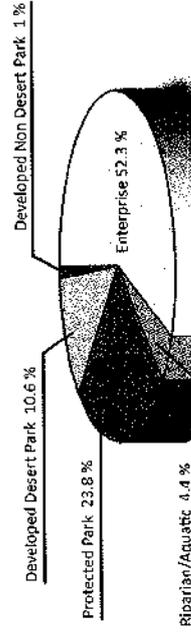


EXHIBIT F

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Protected Park Zone

The Protected Park Management Zone consists of the larger tracts of relatively undeveloped desert in the central portions of Papago Park. It encompasses approximately 506 acres or 23.8% of the park study area. Other than an established trail system, there are relatively few developed uses. This zone provides passive recreation opportunities such as hiking, mountain biking and rock climbing. It is important to wildlife habitat because it includes large, contiguous, and relatively undeveloped areas of desert dominated by native plant species.

Management Practices

- Clearly delineate trails open for public use in the park through the use of trail delineators and trail markers. Develop trail maps, exhibits, and park website pages that show the location and length of designated trails.
- Designate allowable uses for all trails on trail markers, delineators, maps, and exhibits. Designate allowable uses as hiking only, hiking /mountain biking only, hiking /equestrian only, or multi-use (hiking /mountain biking /equestrian).
- Allow earthen trails only, except for Americans with Disabilities Act (ADA) accessible trails where tamped gravel or aggregate may be used. Maintain pavement on existing paved trails to allow accessibility that meets ADA criteria.
- Implement a long-term maintenance and monitoring program to identify and control invasive plant species.
- Prohibit new construction/development unless deemed necessary to protect or preserve the integrity of natural and cultural resources, or enhance the visitor experience through appropriate means.
- Prohibit motorized/vehicular traffic except in the case of emergencies.
- Limit new facilities to existing areas of disturbance/development and consider adaptive reuse of existing buildings structures.
- Use native species where feasible for landscaping and revegetation. Consider compatibility with predominant use within the management zone.
- Designate/maintain trails, where appropriate.
- Develop and install non-intrusive interpretive signage to provide education to the public on the significance of the natural and cultural resources. Provide wayfinding, usage restrictions, and the desired outcomes from responsible recreation practices on overall park signage.
- Barnes Butte should be considered as an important addition to this management zone, should the opportunity arise in the future to acquire it.
- Provide shade where appropriate and possible.

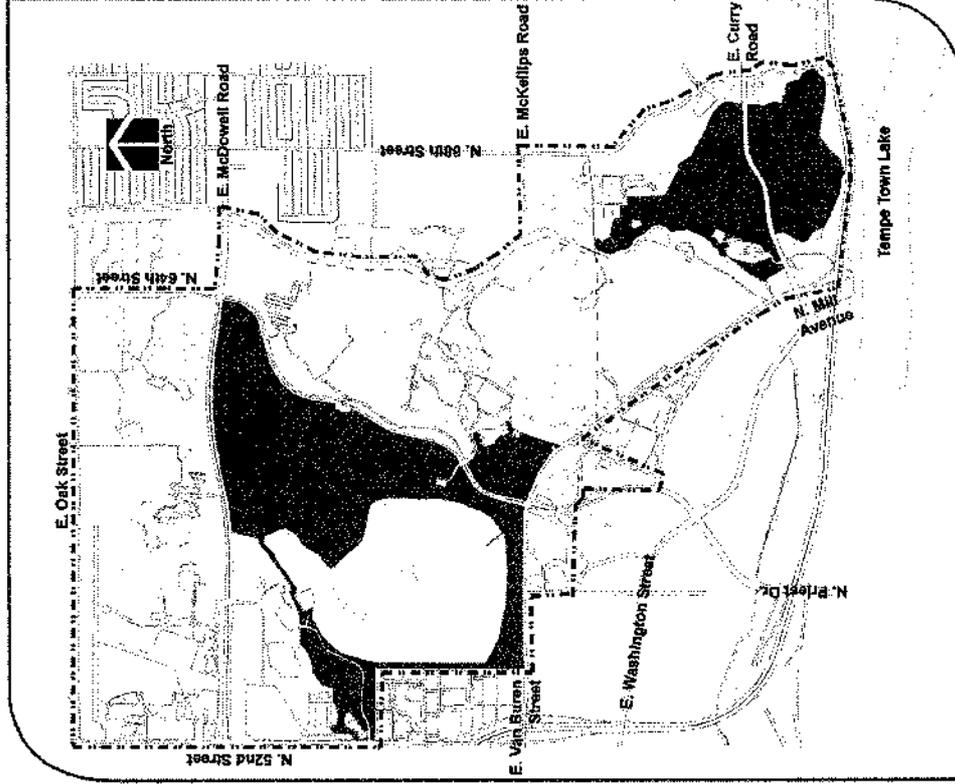


Figure 5.1 Protected Park Zone

* For more detail see maps and plans section of this document

Developed Desert Park Zone

This management zone is characterized by a desert setting of concentrated, but passive recreational use including limited facilities (e.g., picnic tables, playground equipment) and/or sites of public interest (e.g., Hunts Tomb). Developed park zones are also used for specific, more dispersed recreational uses (e.g., orienteering, disc golf). This zone encompasses approximately 227 acres or 10.6% of the park study area.

Management Practices

- Use native plantings to restore disturbed areas and enhance visual setting.
- Replace existing non-native species with native species with similar characteristics to maintain the native desert setting and to enhance habitat for native wildlife.
- Designate and maintain trails, where appropriate. Consider compatibility of trail use type and other recreational uses. For example, mountain biking and equestrian trails may not be compatible with picnic or disc golf areas.
- Limit new facilities to existing areas of disturbance/development and consider adaptive reuse of existing buildings/structures.
- Use native species as feasible for landscaping and revegetation but consider compatibility with predominant use within the management zone.
- Develop and install non-intrusive interpretive signage to provide education to the public on the significance of the natural and cultural resources of the site, wayfinding, usage restrictions, and the desired outcomes from responsible recreation practices.
- Existing facilities will be upgraded in a manner that follows the design themes and character established for the park. Using all current codes and municipal approval processes while enhancing usability and reduction of operating costs will be emphasized.
- Encourage sustainable practices including water harvesting and the use of solar and other eco-friendly practices.
- Provide shade where appropriate and possible.
- Encourage the enhancement of signage where appropriate.
- Provide soft lighting to enhance gateway and entrance areas.

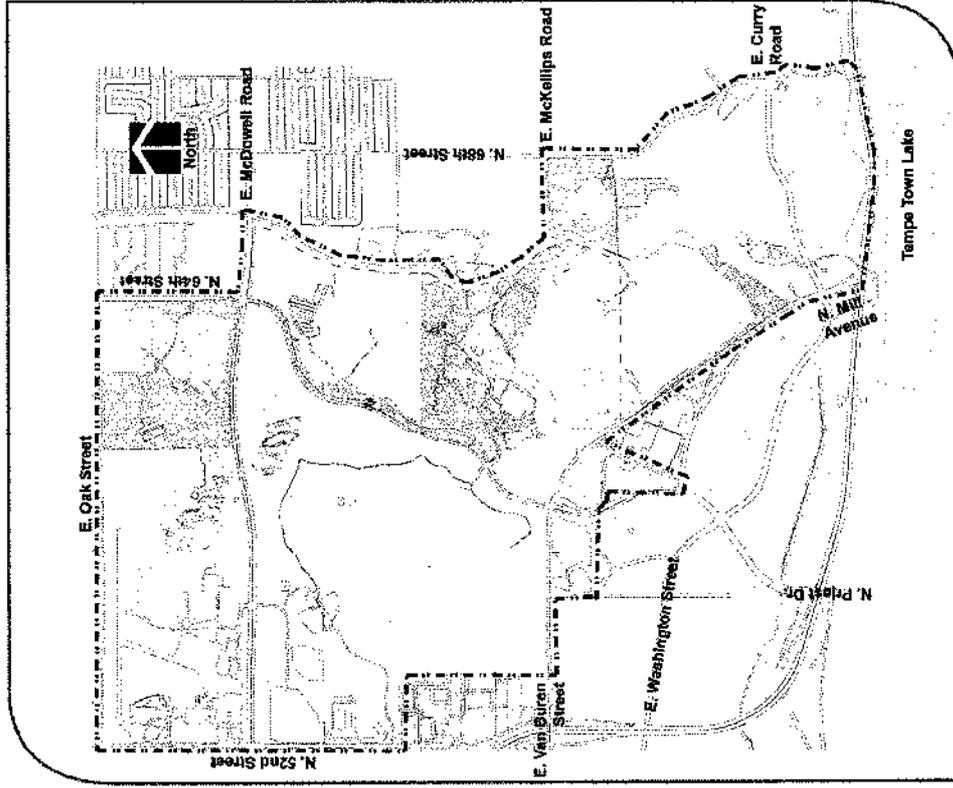


Figure 5.2 Developed Desert Park

* For more detail see mass and plans section of this document

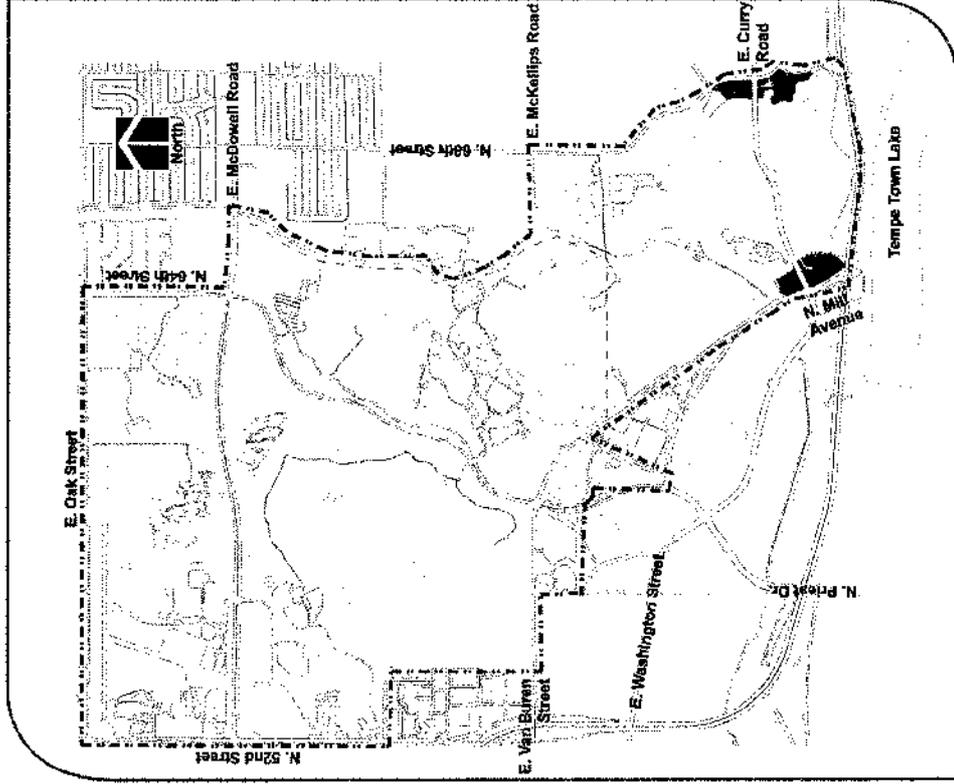


Figure 5.3 Developed Non-Desert Park
 * For more detail see maps and plans section of this document

Developed Non-Desert Park Zone

The developed non-desert park management zone is characterized by areas that include substantial turf areas, ornamental and shade trees, water features, and developed uses such as picnic sites, ramadas, and playgrounds. This zone encompasses approximately 22 acres or 1% of the park study area.

Management Practices

- Incorporate/maintain shade trees and grass areas. Avoid thorny, prickly plants.
- Consider the use of non-thorny native trees and shrubs (e.g., cottonwood, desert willow, creosote bush, saltbush) as alternatives to non-natives to enhance wildlife habitat value and/or to reduce consumptive water use.
- Limit new facilities to existing areas of disturbance/development and consider adaptive reuse of existing buildings/structures.
- Use native species as feasible for landscaping and revegetation but consider compatibility with predominant use within the management zone.
- Designate/maintain trails, where appropriate.
- Develop and install non-intrusive interpretive signage to provide education to the public on the significance of the natural and cultural resources of the site, wayfinding, usage restrictions, and the desired outcomes from responsible recreation practices.
- Prohibit the use of invasive species.
- Encourage sustainable practices including water harvesting and the use of solar and other eco-friendly practices.
- Provide adequate lighting for recreational and safety needs. Use cut off lighting where appropriate to preserve settings in adjacent areas.
- Provide shade where appropriate and possible.
- Provide soft lighting to enhance gateway and entrance areas.

Enterprise Zone

The enterprise management zone includes special use areas with distinct operations, management, and supporting guidelines, such as the Phoenix Zoo, the Desert Botanical Garden, and the Papago and Rolling Hills Golf Courses. Characteristics of this zone vary, and include areas of development, active use areas, and natural desert areas. This zone encompasses 11.12 acres or 52.3% of the park.

Management Practices

- Use native species as feasible for landscaping and revegetation in order to enhance wildlife habitat and reduce consumptive water use.
- Protect remaining desert areas consistent with facility management plans to help maintain natural character of the park where possible.
- Use native species as feasible for landscaping and revegetation but consider compatibility with predominant use within the management zone.
- Designate and maintain trails, where appropriate.
- Develop and install non-intrusive interpretive signage to provide education to the public on the significance of the natural and cultural resources of the site, wayfinding, usage restrictions, and the desired outcomes from responsible recreation practices.
- Establish buffers along management zone interior perimeters, by limiting new construction and using natural plant materials to transition into adjacent management zones.
- Limit facility expansion to current zone boundaries
- Facilities that are rehabilitated or built in this zone will follow the design theme and character established for the park.
- Screen service areas for all new facilities so that they are minimally visible from major roads and corridors.
- Encourage sustainable practices including water harvesting and the use of solar and other eco-friendly practices.

* Military Areas are included for regional planning considerations

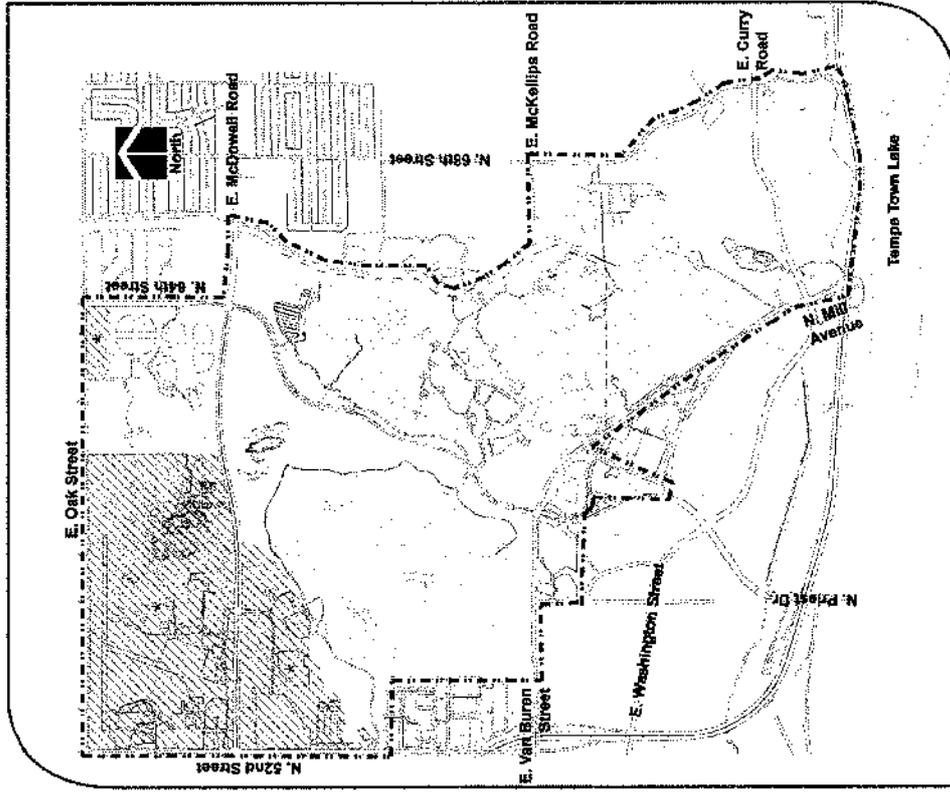


Figure 5.4 Enterprise Zone

* For more detail see maps and plans section of this document

Riparian / Aquatic Zone

This management zone includes riparian areas with permanent water sources (such as the lagoons near the Phoenix Zoo and the Lopiano and Greenline habitat areas in Tempe). This zone also includes desert riparian scrub along washes that serves as an important wildlife habitat. Intensity of use and level of development varies within this zone from predominantly natural (desert washes) to substantially developed (lagoons). This zone encompasses 94 acres or 4.4% of the park study area.

Management Practices

- Control ongoing establishment of non-native species; remove and replace with native plants. Implement a long-term maintenance and monitoring program to control the reestablishment of invasive species.
- For lagoons, consider recreational use in both the selection of plant species and the extent and location of plantings.
- Incorporate native shade trees such as cottonwood, willow, mesquite, desert willow around lagoons to replace palm trees over time. Control palm tree seedling establishment, but remove palm trees only as replacement native species have become established.
- Incorporate interpretive exhibits and displays to highlight the importance and value of native riparian areas.
- Protect desert riparian scrub along washes from development of additional facilities and infrastructure.
- Consider the use of native plant materials and natural revegetations and measures to stabilize soils and shorelines.
- Consider measures to improve and protect habitat for fish, such as dredging to increase lagoon depth, submerging underwater structures to provide cover for fish, and establishing shoreline emergent vegetation (e.g., bulrush).
- Limit new facilities to existing areas of disturbance/development and consider adaptive reuse of existing buildings and structures.
- Use native species as feasible for landscaping and revegetation but consider compatibility with predominant use within the management zone.
- Designate and maintain trails, where appropriate.
- Develop and install non-intrusive interpretive signage to provide education to the public on the significance of the natural and cultural resources of the site, wayfinding, usage restrictions, and the desired outcomes from responsible recreation practices.

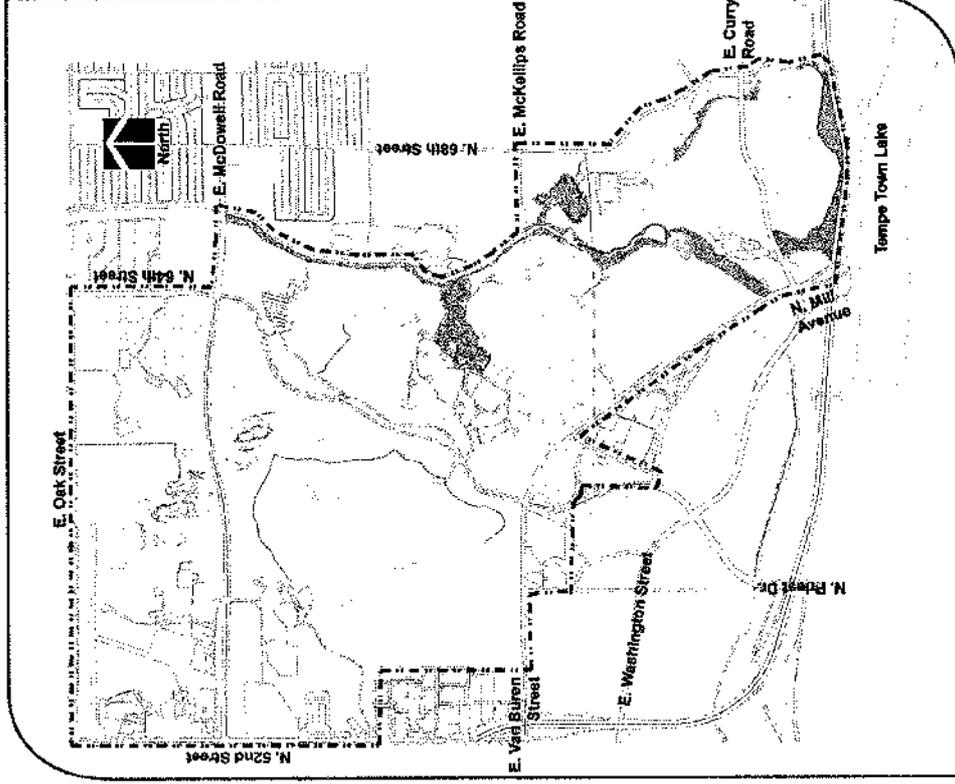


Figure 5.5 Riparian / Aquatic Zone

* For more detail see map and plans section of this document

The elements of the management zones will provide for preservation, protection, and repair. It will also incorporate the elements of education and identity to increase the overall quality of the park and its resources.

Improvements:	Recommended Priority
Restore, historic architectural resources	Secondary
Repair and maintain any historic architectural resources	Secondary
Preserve and protect archaeological sites eligible for the National Register of Historic Places	Secondary
Provide cultural resource sensitivity training to key park staff	Primary
Develop interpretive materials for cultural resources	Primary
Enhance plant and wildlife diversity through use of native species	Secondary
Restore tamarisk-dominated areas with native trees and shrubs	Secondary
Implement a program to control invasive plant species	Primary
Use native plantings to restore disturbed areas	Secondary
Consider measures to improve/protect habitat for fish	Secondary
Install interpretive signage explaining biological and cultural resources	Secondary
Incorporate interpretive exhibits/displays	Secondary

Identity/ Communication

The variety and scale of the signage elements will provide tools to reinforce the park as a regional presence, identify the park, demonstrate its connectivity, and educate visitors. The signage elements will serve their purpose if they are at an appropriate scale to their surroundings. A hierarchy of elements developed for their intended audience will help achieve this goal. A *Major Entry Monument* creates a sense of arrival that will identify the park and will typically be a large-scale element or a series of smaller elements composed in a manner that gives an overall large-scale impression. These monuments are typically viewed by visitors in vehicles.

A *Minor Entry Monument* creates a sense of entry that identifies the park and will typically be smaller in scale than the major monuments. They will typically be located at secondary park entries and viewed by visitors on foot or bicycle. *Boundary markers* that identify the park and promote special events will typically be vertical in nature and its structure will have various sized components temporarily attached.

Trailhead markers and educational components within the park will have "human scale", meaning they are meant to be viewed by a park viewer who is generally on foot with the ability to stop and obtain information, whether it is educational/interpretive or informational and trail focused.

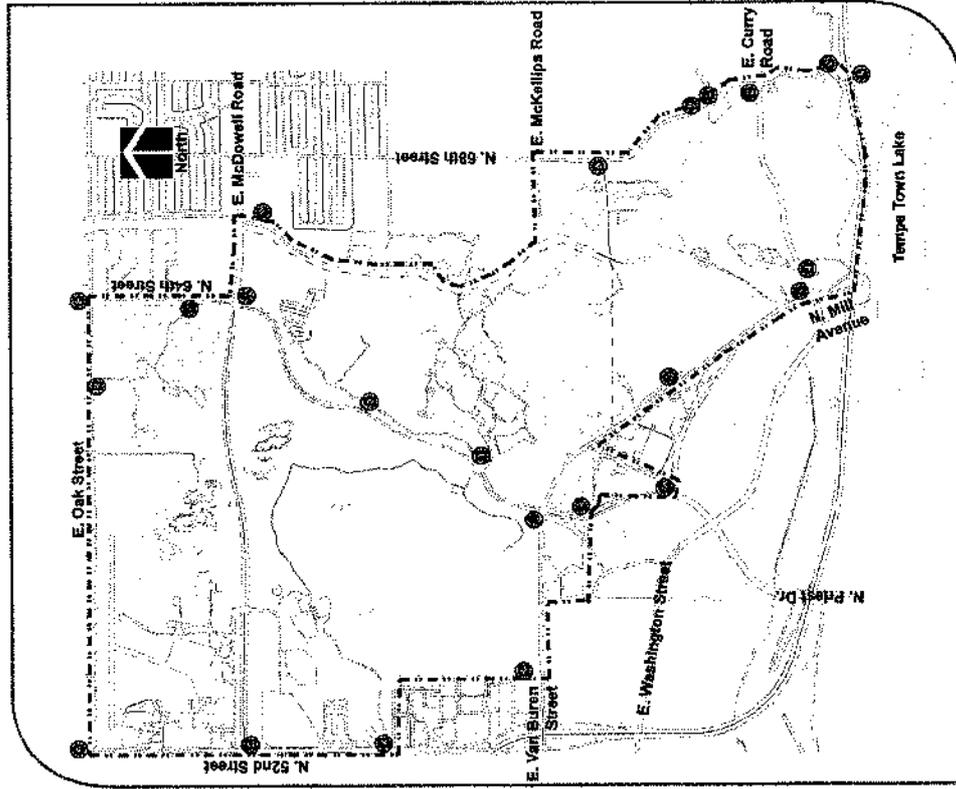


Figure 5.6 Identity

* For more detail see maps and plans section of this document

Improvements:	Recommended Priority
Install identity components at major park entries	Primary
Install identity components at minor park entries	Secondary
Install identity components along the park perimeter	Secondary
Install identity components at destination entries	Primary
Install wayfinding vehicular components at off-site locations	Secondary
Install wayfinding vehicular components at on-site locations	Primary
Install wayfinding pedestrian components at off-site locations	Secondary
Install wayfinding trail components	Primary
Install general kiosks	Secondary
Install educational/ interpretive kiosks	Secondary
Install recreational kiosks	Secondary
Produce an overall park and trails map	Primary
Install interpretive signage	Secondary
Incorporate interpretive exhibits/displays	Secondary

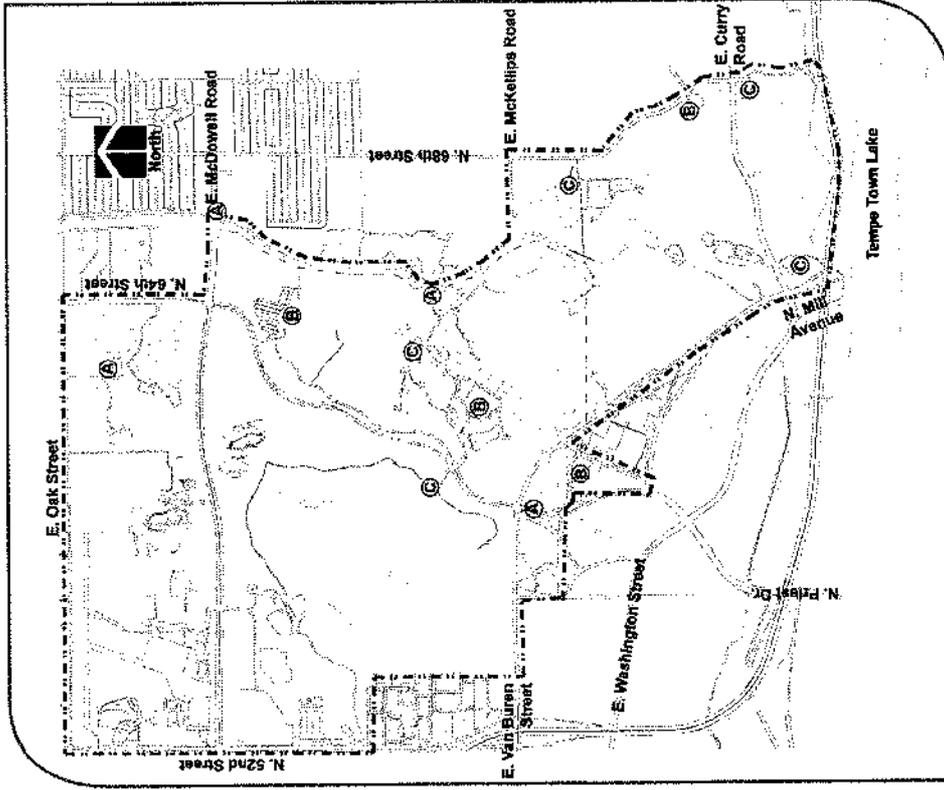


Figure 5.8 Kiosks

* For more detail see maps and plans section of this document

Trails/ Connectivity

The proposed trails and connectivity elements of this Master Plan for Papago Park (Figure 5.9) are designed to create not only better connections within the park itself, but also with the variety of uses which surround it. Over time, the construction of major roadways, fragmented the park into five separate pieces. Pedestrian connections between these separate segments have become, for the most part, lost. The use of strategically placed grade separated crossings will reconnect these five pieces to once again create a completely unified park.

While the park lies directly in the heart of the valley, its connection with its surroundings is not clearly emphasized. The existing Indian Bend Wash Greenbelt and canal systems along with the newly constructed light rail stations along Washington Street and Rio Salado Corridor offer excellent opportunities to link Papago Park to the entire valley. These proposed regional connections are illustrated in Figure 5.10 on the following page.

This master plan aims to increase visual quality, plant cover, and wildlife habitat within the park through the elimination of spider trails. Extensive on-site investigation was used to utilize existing trails whenever possible to minimize the need for construction of new ones. This consistent and strategically uninterrupted trail system, which links all of the park's facilities, attractions, and proposed informational kiosks, will only add to the park's value as a complete regional destination.

As previously discussed in this document, the historical and educational aspects of the park are currently not able to be appreciated by the average park user. The proposed trail and connectivity system offers an excellent opportunity to celebrate these aspects. An interlocking themed trail concept (Figure 5.11), in which each colored trail represents a specific category (Geology, Historical/ Cultural, Military History, Sonoran Ecology, etc.) will offer users the educational experience of taking a journey through the park's past, present and even future.

Improvements:	Recommended Priority
Clearly delineate trails	Primary
Eliminate undesignated "spider" trails	Secondary
Create and implement consistent trail standards	Secondary
Install trail and pedestrian wayfinding signage components	Primary
Construct grade-separated crossings	Secondary
Link the park to the light rail stations via shuttle and pedestrian connections	Secondary

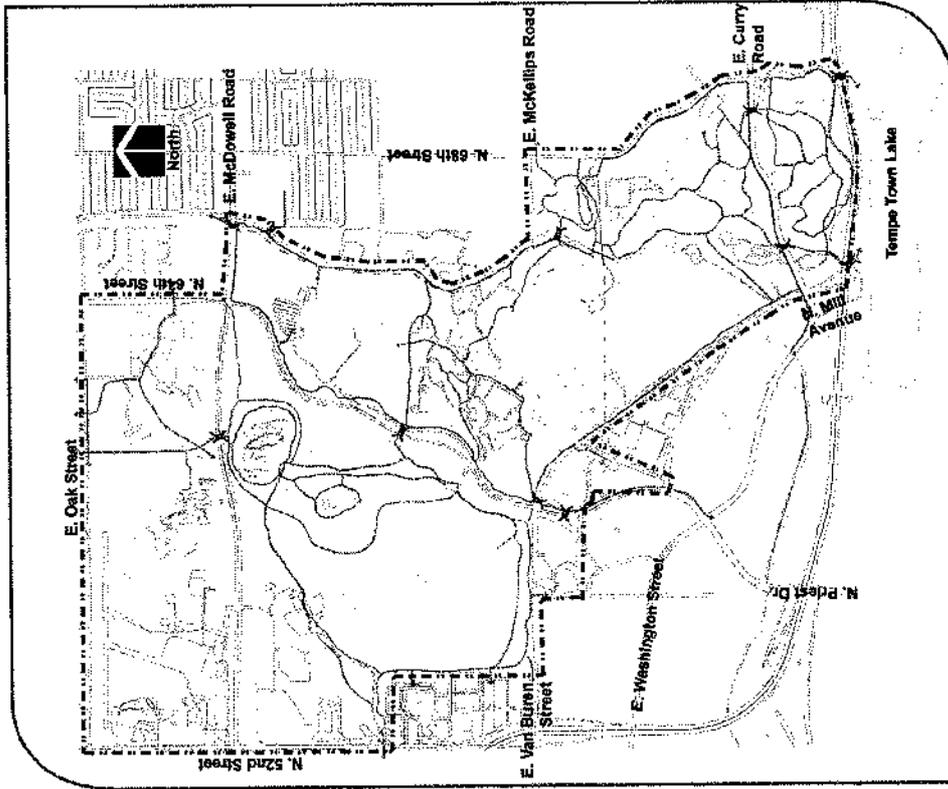


Figure 5.9 Proposed Trail Network - Power (red), Non-powered (blue)

* For more detail see maps and plans section of this document

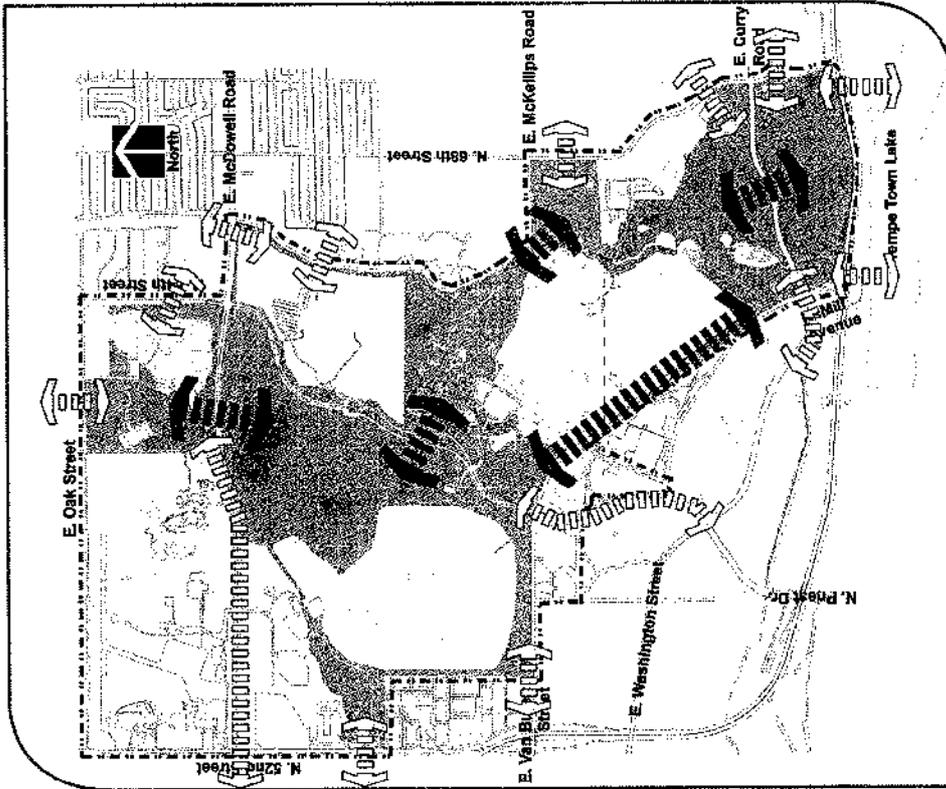


Figure 5.10 Proposed On-site and Off-site Connectivity

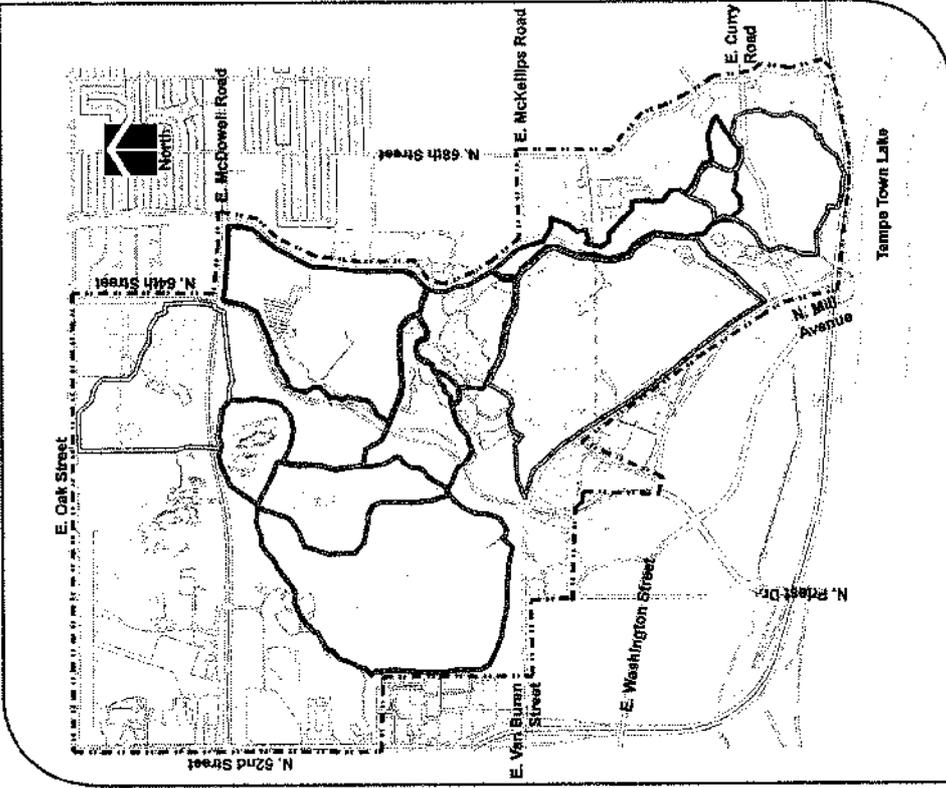


Figure 5.11 Proposed Interlocking Theme Trail Concept

Infrastructure

The proposed infrastructure plan elements strive to enhance the experience within Papago Park for all users by increasing shade opportunities and enhancing existing amenities. Potential partnerships with adjacent off-site properties should be investigated to provide additional parking and/or facilities as no new roadways or parking areas, within the park, are proposed in this plan. This will ensure that little of the native Sonoran Desert is disturbed. The establishment of a strategically located visitor/interpretive center is critical to spread the awareness of the park's value to the region. A major portion of the existing utilities and infrastructure are currently out of date and should be updated. An eco-friendly shuttle system should be used as a way to minimize parking and connect the park's facilities.

Improvements	Recommended Priority
Upgrade existing utilities and infrastructure	Secondary
Investigate off-site parking partnerships	Primary
Construct a visitor's/interpretive center and area	Primary
Investigate off-site partnership opportunities for regional visitor/education center	Secondary
Construct grade separated crossings	Secondary
Increase shade at playgrounds and trails	Primary
Establish a Papago Park shuttle and route	Secondary
Upgrade existing lighting	Secondary
Create a mountain bike skills area	Secondary
Renovate and upgrade existing park amenities	Secondary

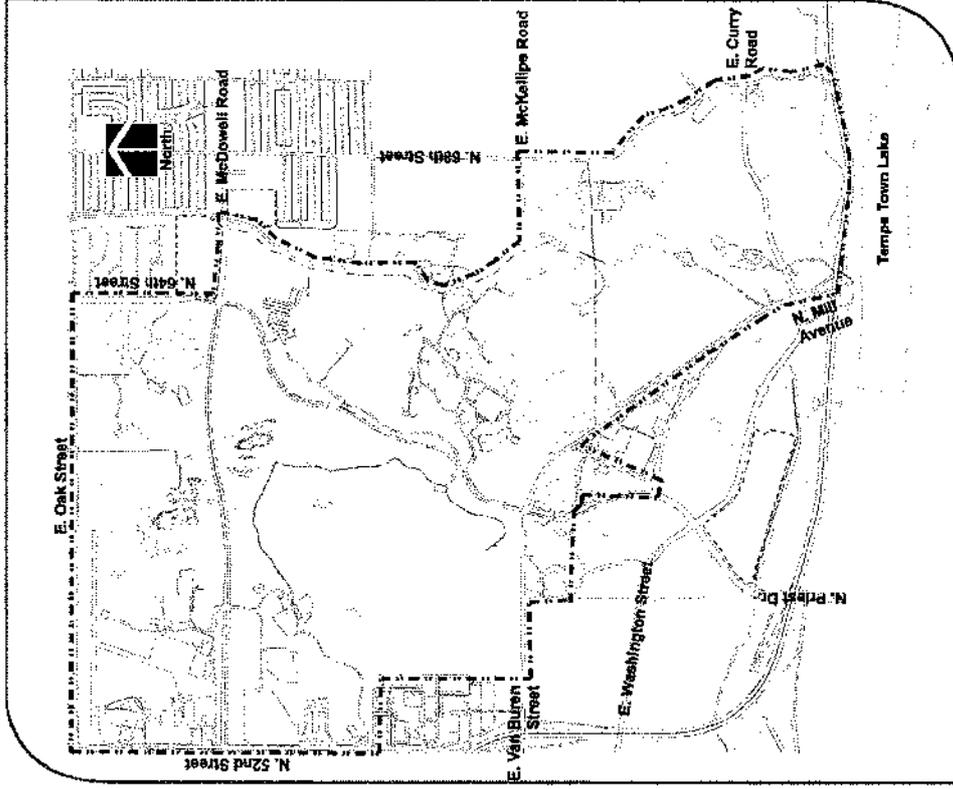


Figure 5.12. Partnership Opportunities
 * For more detail see maps and plans section of this document

DESIGN GUIDELINES

The following design guidelines communicate design intent which, along with informed decision making, should be used to direct future development and management of the park in accordance with the Papago Park Regional Master Plan. These guidelines are also intended to be used as tools for evaluating proposals for new and continuing work. While future development or management issues will most likely be unique, these guidelines are intended to serve as a reference, which will ensure consistency between park elements and allow for flexibility. The overall goal is to create an integrated system of parts that complement one another.

The design guidelines reflect the unique characteristics which make Papago Park such a special place to the residents of Central Arizona. Current Federal, State, City of Phoenix, and City of Tempe laws, ordinances, and regulations have been incorporated into the design guidelines where applicable. Review of any future proposals or designs should consult the most current city planning publications prior to approval.

The guidelines address four specific categories:

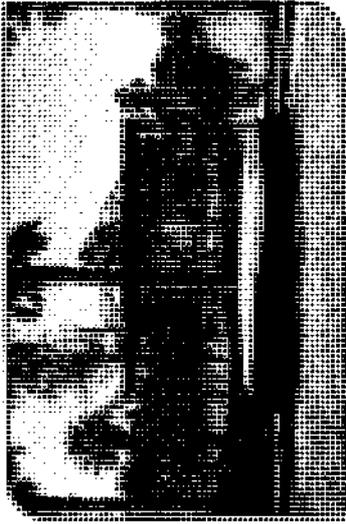
- 1) Preservation, Protection and Restoration
- 2) Communication/ Identify
- 3) Trails/ Connectivity
- 4) Infrastructure

PRESERVATION, PROTECTION, AND RESTORATION

The guidelines contained within this section of the master plan are vital not only to the appearance and heritage of the park, but also to the health of the park through wildlife and preservation. These guidelines will celebrate the history and biology of the park in a variety of ways, by telling the story of those historical and biological elements that are already publicly displayed and protecting the secret of cultural elements that are not commonly known.

Cultural Resources:

- For restoration, repair, and maintenance of any historic architectural resources (e.g., buildings, structures, and objects) listed on, eligible for, or recommended eligible for the National Register of Historic Places, treat in accordance with the Secretary of the Interior Standards for Preservation, Rehabilitation, Restoration, or Reconstruction.
- Comply with the Papago Park Historic District (PPHD) for the area bounded by McDowell Road, Van Buren Street, 52nd Street, and the Crosscut Canal. No building, permanent sign, or other structure within this area of the City of Phoenix may be erected, demolished, moved, restored, rehabilitated, reconstructed, altered or changed in exterior appearance until plans for such activities have been submitted to and approved by the Historic Preservation Officer, Historic Preservation Commission, or City Council and a Certificate of No Effect, a Certificate of Appropriateness, or a Demolition Approval is issued.
- Consult with the City of Tempe's Historic Preservation Officer prior to initiation of any planned alteration of historic architectural resources (e.g., buildings, structures, and objects) listed on, eligible for, or recommended eligible for the National Register of Historic Places within the City of Tempe portion of the park.
- Preserve and protect archaeological sites eligible or recommended eligible for the National Register of Historic Places if at all feasible. If new construction or infrastructure improvements are required in the park, incorporate the following considerations as feasible:
 - o Avoid direct impacts to all eligible or potentially eligible archaeological sites.
 - o If construction will be in the vicinity of eligible or recommended eligible archaeological sites, require construction be monitored by a qualified archaeologist or use protective measures such as flagging, fencing, or barricades, to keep construction equipment, vehicles, and personnel out of these sensitive areas. Do not disclose the nature of these sites to contractors or perspective contractors. If shown on construction plans, identify them as "sensitive areas" or "protection areas."
 - o Designate staging and stockpiling areas for contractor's use during construction to avoid inadvertent damage to archaeological resources.
 - o Specify extent of allowable construction footprint in construction plans and require that these limits be marked in the field and approved prior to the start of construction.
 - o Specify all protective measures in contractor's special provisions.





- If direct impacts to archaeological resources cannot be avoided, undertake excavation to recover the significant information contained in these sites.
- Eligibility determinations or recommendations for some archaeological and historic architectural resources within the park have not been made. If impacts to these properties cannot be avoided, undertake additional study to evaluate their potential eligibility.
- Provide cultural resource sensitivity training on an annual basis to key park staff personnel, particularly those responsible for maintenance and construction.
- To minimize the potential for inadvertent damage to archaeological sites, ensure that park staff is aware of the locations of known cultural resource sites within the park.
- With the exception of Loma del Rio, a publicly interpreted site, do not disclose the locations of archaeological resources to the public.
- For eligible or recommended eligible historic architectural resources (e.g., buildings, structures, and objects), develop interpretive materials including on-site plaques, directional signage, kiosks, pamphlets, park maps, and website materials. Include such information as age, historical importance, historical context, and associated people and events.
- Through consultation with the Salt River Pima-Maricopa Indian Community, develop and install appropriate signage for all culturally significant areas to educate the public concerning the importance of the site to the O'odham people and their cultural ties to the area.
- As requested by the Salt River Pima-Maricopa Indian Community, permit tribal access to all culturally significant areas outside park hours when the general public is not present. Formalize access agreement, as necessary, and inform park rangers accordingly.

Biological Resources:

- Eliminate undesignated "spider" trails through natural barricades and restoration plantings. For natural barricades, use large woody material and/or rock originating on the site. For restoration plantings, consider the use of prolific native cacti species (e.g., teddy-bear cholla) that can readily be established with minimal or no irrigation, that provide an effective deterrent to off-trail travel, and that provide wildlife habitat value (nesting sites for birds and mammals).

- Enhance plant and wildlife diversity through plantings of species that occurred historically within this zone. This includes cacti, such as saguaros and chollas, and woody shrubs, such as thornbush and graythorn, that provide nesting, roosting, and forage resources for native wildlife. Restore tamarisk-dominated areas with native trees and shrubs. For restoration of disturbed areas and to enhance visual setting, use native plantings compatible with designated uses within the specific zone (e.g., use native trees to enhance shading for picnic/ramada areas, use smaller shrubs where open views are important, avoid use of cacti in areas where children and families congregate). Revegetate temporary disturbance areas with native desert species.
- For restoration of tamarisk-dominated and disturbed areas and for revegetation in predominantly natural areas, restrict plantings to native species, both those species that currently occur and those that occurred historically (consult the DBS plant list and the matrix on the next page). Consider the following factors during plant selection: benefit to native wildlife, soil type and characteristics (soil moisture, salinity, alkalinity, texture), site characteristics (slope, aspect), irrigation and maintenance requirements, growth rates, and compatibility with passive recreational uses.
- Use rabbit-proof fencing to protect new plantings. This should consist of 2-foot tall chicken wire fence with 1-inch-diameter holes. To prevent rabbits from digging under, curve the bottom of the fence 90 degrees to create an apron a foot or so wide, and bury it several inches deep. Regularly inspect and maintain fencing to maximize effectiveness.
- Incorporate passive water harvesting techniques such as strategic plant placement, the use of microbasins, and soil roughening/furrowing to capture rainfall/runoff, reduce dependence on artificial irrigation, and improve success of plantings.
- Plan for long-term maintenance and monitoring of all revegetation efforts. Implement an adaptive management approach to address changes in the conditions of the site or surrounding areas, invasion/proliferation of weedy species, changes in irrigation regimes and repair of irrigation system components, replacement of planted species that have died, and other factors that may influence revegetation success.

List of Recommended Plant Materials

(List is intended for reference only and may not necessarily be all-inclusive.)

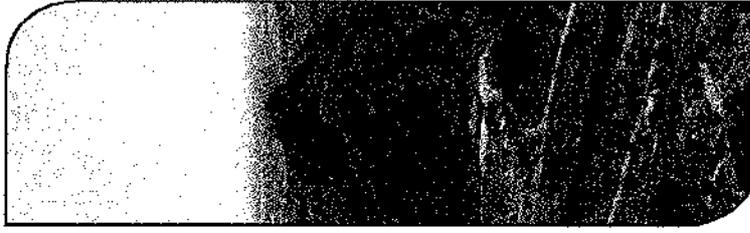
TYPE/COMMON NAME/SPECIES	Sloped Upland	Desert Plain	Xerortarian	Mesortarian	Hydroortarian
TREES					
Whitehorn acacia (<i>Acacia constricta</i>)	●				
Catalaw acacia (<i>A. greggii</i>)		●	●		
Foothill palo verde (<i>Parkinsonia microphylla</i>)		●	●		
Blue palo verde (<i>Parkinsonia florida</i>)		●	●		
Ironwood (<i>Oleiva tesota</i>)		●	●		
Valvet mesquite (<i>Prosopis velutina</i>)		●	●		
Fremont cottonwood (<i>Populus fremontii</i>)				●	
Goodding's willow (<i>Salix gooddingii</i>)*				●	
Desert hackberry (<i>Celtis pallida</i>)			●		
Desert willow (<i>Chilopsis linearis</i>)*			●		
SHRUBS					
Fourwing saltbush (<i>Atriplex canescens</i>)	●				
Triangle-leaf bursage (<i>Ambrosia deltoidea</i>)	●				
White bursage (<i>A. dumosa</i>)	●				
Trixis (<i>Trixis californica</i>)	●				
Ocotillo (<i>Fouquieria splendens</i>)	●				
Desert lavender (<i>Hyptis emoryi</i>)	●				
Graythorn (<i>Ziziphus obtusifolia</i>)	●				
Jojoba (<i>Simmondsia chinensis</i>)	●				
Anderson's thornbush (<i>Lycium andersonii</i>)	●				
Fremont thornbush (<i>L. fremontii</i>)	●				
Berlandieri's thornbush (<i>L. berlandieri</i>)	●				
Desert wolfberry (<i>L. macrodon</i>)	●				
Cresotebush (<i>Larrea tridentata</i>)	●				
Flat-top buckwheat (<i>Eriogonum fasciculatum</i>)	●				
CACTI					
Saguaro (<i>Carnegiea gigantea</i>)	●				
Hedgehog cactus (<i>Echinocereus engelmannii</i>)	●				
Fire barrel (<i>Ferocactus cylindraceus</i>)	●				
Emery's barrel cactus (<i>Ferocactus emoryi</i>)	●				
Fishhook barrel (<i>F. wislizeni</i>)	●				

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TYPE/COMMON NAME/SPECIES	Sloped Upland	Desert Plain	Xerortarian	Mesortarian	Hydroortarian
Pincushion (<i>Mammillaria grahamii</i>)	●				
Buckhorn cholla (<i>Cylindropuntia acanthocarpa</i>)	●				
Teddybear cholla (<i>C. bigelovii</i>)	●				
Prickly-pear (<i>C. engelmannii</i>)	●				
Christmas cholla (<i>C. leptocaulis</i>)	●				
Night-blooming cereus (<i>Peniocereus greggii</i>)	●				
FORBS AND GRASSES					
Fiddlenecks (<i>Amsinckia intermedia</i>)	●				
Brickellia (<i>Brickellia californica</i>)	●				
Desert chickory (<i>Rafinesquia neomexicana</i>)	●				
Goldeneye (<i>Viguiera biotidaea</i>)	●				
Gordon's bladderpod (<i>Lesquerella gordonii</i>)	●				
Purple three-awn (<i>Aristida purpurea</i>)	●				
Littleseed muhly (<i>Muhlenbergia microserma</i>)	●				
Fluffgrass (<i>Dasychloa pulchella</i>)	●				
Wild heliotrope (<i>Phacelia crenulata</i>)	●				
Distart phacelia (<i>P. distans</i>)	●				
Arizona lupine (<i>Lupinus arizonicus</i>)	●				
Bajada lupine (<i>L. concinnus</i>)	●				
Coulter's lupine (<i>L. sparsiflorus</i>)	●				
Bluedicks (<i>Dichelostemma capitatum</i>)	●				
Pelcitzo (<i>Abutilon incanum</i>)	●				
Paleface (<i>Hibiscus denudatus</i>)	●				
Globe-mallow (<i>Sphaeralcea ambigua</i>)	●				
Coulter's globe-mallow (<i>S. coulteri</i>)	●				
California poppy (<i>Eschscholzia californica</i>)	●				
Indian wheatgrass (<i>Plantago insularis</i>)	●				
Evening-glow (<i>Gilia dichotomus</i>)	●				
Lesser yellowthroat-gilia (<i>G. flavopicta</i>)	●				
Little gilia (<i>G. minor</i>)	●				
Greater yellowthroat-gilia (<i>G. tenatiflora</i>)	●				
EMERGENT AQUATIC PLANTS					
Bulrush (<i>Scheuchzeria sp.</i>)*	●				

* Currently found in Papago Park but not on the Desert Botanical Gardens's list of plants historically found in Papago Park (see Appendix '8' for more detail).

PAPAGO PARK REGIONAL WATER PLANT LIST



COMMUNICATION / IDENTITY

The guidelines contained within this section of the Master Plan are assembled together in an effort to help assure a successful development and implementation of all elements within the program. The signage elements will need to consider and/or accomplish the following:

- Consistently align with the park's vision, mission, and values statement.
- Use appropriate materials and structures sensitive to the desert environment and in alignment of the historic nature of the park.
- Place and position signage to minimize confusing and redundant messaging throughout the park.
- Provide an easily adaptable and updateable cost effective method to accommodate the key communication and messages needed for the park's growth and change.
- Provide safety, rules and regulatory messages that speak uniformly throughout the park.
- Provide the tools needed for the management of a program for its ongoing maintenance.
- Provide shade at the kiosk locations in order to create a user-friendly environment. This environment will be cooler in the summer heat and minimize the impact of the sun on visitors, the kiosk elements and its graphics.
- The design development for any elements for the park will be required to go through the review and approval process by any city entity that has jurisdiction over the park. A design team will be responsible for creating the appropriate documents for such reviews.

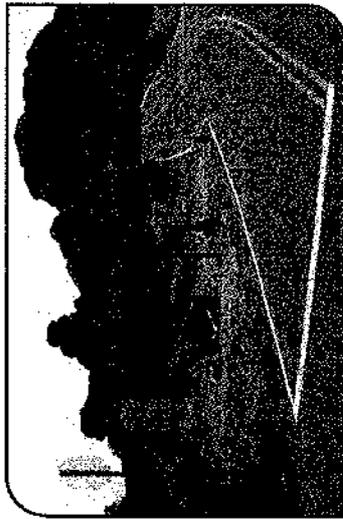
Use of Materials within the Elements:

Structures that communicate park identity, connectivity and education will use materials in keeping with the unique character of Papago Park. The materials used within the elements will be in visual harmony with the natural desert environment.

Examples of this are:

- Use of natural stone, ideally native to the area and incorporated into the structural bases.
- Repurpose materials from existing resources either from the park's site or local to Central Arizona.
- Materials or methods of construction will be historically or culturally inspired only and not duplicated.
 - Accent materials with bold colored finishes will be allowed between 10% and 15% of the overall materials used within any one given structure.
- A distinctive color palette will be sensitive and complimentary to a desert park environment and integrate well into the material finishes. The color palette will respect the unique setting and natural materials of the park.
- Use of natural metals allowed to patina such as rusted steel or non-directional aluminum.
- Use of laminates that provide full color educational and graphic components that are easily updated.
- Use of soft surface materials within a framed or hanging structure that are cost effective to reproduce and can be recycled after use*.

*Recycling programs can provide a fund raising opportunity for the park and its amenities.



Considerations for materials:

- Easy to update, repair or replace.
- Cost effective to update, repair or replace.
- Vandal/graffiti proof, as much as possible.
- Durable within the park environment: heat, sun, and heavy public use.

Scale of Elements:

The variety of scale of the elements will identify the park; demonstrate its connectivity and educate visitors. The elements will serve their purpose if they are at an appropriate scale to their surroundings and their intended use. An established hierarchy of elements developed for their intended audience will achieve this.

Examples of this are:

- Major Entry Monuments create a sense of entry that identify the park and will be a large-scale element or a series of smaller elements composed in a manner that gives an overall large-scale impression. These monuments are typically viewed by visitors in vehicles.
- Minor Entry Monuments create a sense of entry that identify the park and will be smaller in scale than the major monuments or composed of fewer elements that give a smaller impression. They will typically be located at secondary park entries and used by visitors on foot or bicycle.
- Boundary Markers that identify the park and promote special events will be vertical in nature and structure with various sized components temporarily attached.
- Park Identity Markers that identify the park at the main entries of its amenities will be developed with the scale, location and composition of their existing identity sign. To demonstrate this: The Desert Botanical Gardens existing monument identity along Galvin Parkway has a predominant presence, so when considering the park identity, it is advised to position it at a comfortable distance from the existing monument so to not conflict or overpower the Garden's identity.
- Wayfinding/Directionals are the strongest tools for connectivity within and surrounding the park. The scale of these elements will respond to being visible and legible for a passing motorist or a park visitor on foot, wheelchair, bicycle or horseback.
- Kiosks: General, Wayfinding & Recreational: Kiosks will be elements within the park that are "human scale" meaning they are meant to be viewed by a park visitor who is generally on foot and has the ability to stop and obtain information, whether it is educational/interpretive or informational and trail focused.

Considerations for scale of elements:

- Develop the elements with a true sense of scale in the outdoor and park environment.

- Ensure elements will be approachable in scale, not overwhelming structures and not so small they become a safety (tripping) hazard.
- Consider locating the components within the elements in a manner which allows the communications and graphics to be visible for as much of the day as possible.

Components within the Elements:

The elements that communicate park identity, connectivity and education will use components in keeping with materials and scale as discussed previously. The components will serve their purpose within and surrounding the structures, as well as, be the communication component within the overall system.

Examples of this are:

- Use the ground plane as a conceptual accent to the individual elements as a way to enhance the sign messages and a way to discover the elements within the park from different points of view.
- Incorporate welcoming messages at entry points to the park.
- Indicate major park amenities within the entry points to the park.
- Reinforce the identity (ICOM) throughout the park.
- Develop information panel size standards that are consistent throughout the park.
- Incorporate components that can do double duty wherever possible.
- Develop component standards for on and off site park marketing displays.

Considerations for components:

- Panels and or attachments make it easy to update, repair or replace.
- Vandal/graffiti proof, as much as possible.
- Durable within the park environment: heat, sun and heavy public use.

Graphics within the Components:

The graphics are the communication messages applied to the components within the elements. They include photographic or illustrated visuals, symbols and text. The choice of using visuals and /or text depends on the intent of the message being communicated. However they are used, they will need to consider the following examples in order to be a successful overall program.

Examples of this are:

- Implementation of one style of map graphic to be used throughout all media resources.
- Use typography, color palette consistently, set standards to be followed for use throughout all media resources.
- Reflect the natural desert environment in the color palette and emphasize with bold color accents.
- Consider the use of universal symbols to reinforce the parks connectivity and enhance the educational messages within the components.

{ Considerations for graphics:

- Fonts are simple in nature, possibly using a serif and a sans-serif to complement one another.
- Color contrast and application durability help assure message clarity and minimize confusion.
- Simple graphics are easy to understand for a multi-generational audience.
- Apply graphics wherever possible on the north-most and east-most sides of the components to minimize fading from the sun exposure.

{ Public Art within the park:

The public art within the boundaries of the park will be inspired by the park's historical and cultural uniqueness. Artwork is either to be incorporated into functional settings within the park, or it may be incorporated in predetermined areas within the park as standalone works of art. However the public art is translated with the park, it will need to be supported with an artist statement and artwork title and preferably displayed on-site or near the art installation.

Things to consider for a public arts program:

- Detail guidelines and criteria established prior to any call for artists.
- A selection and management team in place that guides the artwork through the process to a successful completion.
- Determination of who has jurisdiction over the artwork.

{ TRAILS AND CONNECTIVITY

The guidelines contained within this section of the Master Plan might be most noticeable from the flight path of Sky Harbor but they are vital to the life and health of the park. The trail system is at the heart of this park and at the heart of the statement "loving the park to death." The park has a reputation as a "go anywhere" park. This reputation impacts the delicate desert environment to the extent that it may take decades to recover. The trails were mentioned along with the Desert Botanical Gardens and the Phoenix Zoo, as one of the top three amenities noted in the public workshops.

New Trails

- Adaptive reuse of spider trails where possible.
- Seamless transition into the surrounding trail system.
- Established trail guidelines for park system should be followed.

Trial Restoration

- All renovations adapted to trail guidelines for park system.
- Aggressive/comprehensive effort to block off and restore spider social trails. Regular patrols by rangers may be needed especially in the initial stages.

- Phased plan to start in Protected Park management zone - to coincide with trail markers and trail map.
- Education program, involving postcards, posters, emails, website updates to ASU and surrounding zip codes, informing the most likely users of the changes to the accepted practices regarding the park.

{ INFRASTRUCTURE

In order for the park to ascend to the level to one of the nationally known "Great American Parks", the elements of the park need to be modern and functional. The seamless access to modern conveniences, at the signature amenities, will be one more element that will allow Papago Park to chart its own future instead of reacting to, or accepting old technology and inconveniences which disrupt service or limit management choices.

All new and restored infrastructure projects should have life cycle costs developed. Included in the life cycle costs should be: construction costs, ongoing maintenance costs, and operating costs. Restoration should emphasize adaptive reuse of existing buildings and occur only after research and a minimally invasive plan has been produced.

All new opportunities not foreseen by this Master Plan to add additional elements and/or features to the park should be measured against the vision, mission, and value statements. New opportunities must go through a feasibility study in order to ensure the ability of the municipalities to maintain, rehabilitate, build and staff any proposals.

{ Roadways and Parking

- The development of new park roadways and/or additional parking areas is not recommended.
- Partnerships with adjacent off-site facilities should be investigated prior to approval of any new onsite parking.
- If new construction is deemed to be absolutely necessary, care should be taken to construct them in areas of the park that have been previously disturbed.
- It is recommended that new construction utilize sound-reducing and pervious paving materials wherever possible. All construction should be contact sensitive (i.e., follow the terrain and avoid existing plant material).
- Sustainable practices and materials should be considered.

{ Additions and/or Renovations to Existing:

- Any additions or renovations should follow the same guidelines stipulated for new roadways and/or parking.
- Partnerships with adjacent off-site facilities should be investigated prior to approval of any parking lot expansion.

- Parking structures should be placed over existing parking footprints and be configured to preserve the views within the park where feasible.
- Narrowing of existing roadways to enhance key features and open space should be investigated.

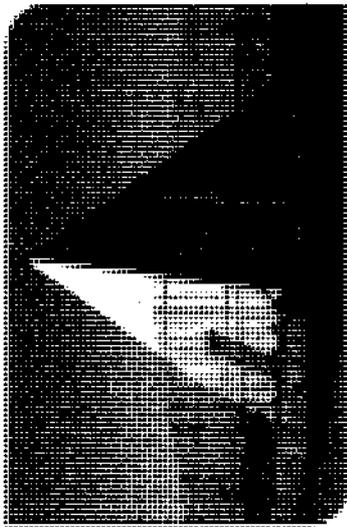
{ Pedestrian Connections

{ New:

- Any new grade-separated crossings should be respectful to the natural Sonoran Desert, by using colors, materials, and shapes which complement it. Design impact reports will be produced for all new construction to ensure the design meets these criteria.
- Considerations should also be given to the size of the footprint and limits of disruption to preserve the fragile natural environment.
- All newly constructed grade separated crossings should be ADA accessible.
- Construction of pedestrian bridges should take care to not eliminate views of any of the park's natural features.
- Any newly constructed pedestrian tunnels should reinforce a feeling of safety to the park users.
- Consultation of all current city guidelines, ordinances, and overlay districts should take place prior to the development of any new bridges or tunnels.
- Satisfying minimum LEED standards with any new construction is highly recommended

{ Additions and/or Renovations to Existing:

- Additions to existing bridges or tunnels should follow the same guidelines stipulated for new structures.



Utilities:

{ New:

- Installation of all new utilities should take care to minimize impacts to the fragile Papago Park environment.
- Improvements such as power lines should be placed below ground whenever possible to preserve the viewsheds of the park.

{ Additions and/or Renovations to Existing:

- Additions or renovations to existing utilities should follow the same guidelines stipulated for new utilities.

Architecture, Amenities and Facilities:

{ New:

- Any new buildings or structures should respect the existing architectural characteristics of the park in terms of height, mass, scale and proportions.
- Considerations should also be given to size of the footprint and limits of disruption to preserve the fragile natural environment.
- Consultation related to all current city guidelines, ordinances, and overlay districts should take place prior to the development of new buildings or structures deemed necessary for the park or any of its facilities.
- Special care should be taken to ensure that the scale of new buildings or structures do not block views within and around the park.
- It is highly recommended that any new construction meet at least the minimum LEED standards.
- The role of any proposed facility or amenity must be tested through the park's vision and mission statement and then validated prior to approval.

{ Additions and/or Renovations to Existing:

- Additions to existing buildings or structures should follow the same guidelines stipulated for new structures.
- Additions to any of the park's historic buildings, structures, and amenities should be reviewed by the City of Tempe and City of Phoenix historic preservation offices as appropriated prior to approval.

Lighting

{ New:

- All new lighting should be dark sky compliant and energy efficient.
- The use of alternative power methods, such as solar, is suggested.
- Both light pole and fixtures should be sympathetic to the natural Sonoran Desert, by using colors, materials, and shapes that complement it.
- Consultation related to all current city guidelines, ordinances, and overlay districts should take place prior to the development of new buildings or structures deemed necessary for the park or any of its facilities.

{ Additions and/or Renovations to Existing:

- Additions to existing lighting should follow the same guidelines stipulated for new lighting.

Building Materials and Character

{ New:

- All materials should be sympathetic to the natural beauty of Papago Park, by using colors, materials, and shapes that complement it.
- The shape and scale of all new structures, facilities and amenities should be designed as not to obstruct existing park viewsheds.
- Facilities will be upgraded/built in a manner that follows the design themes and character established for the park. Using all current codes and municipal approval processes and enhancing usability and reduction of operating costs will be emphasized.
- Facilities should be built to the highest sustainable standards available when possible.

{ Additions and/or Renovations to Existing:

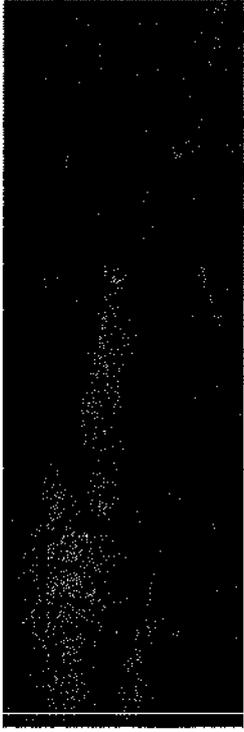
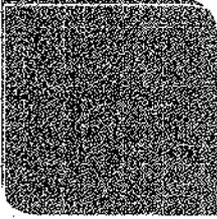
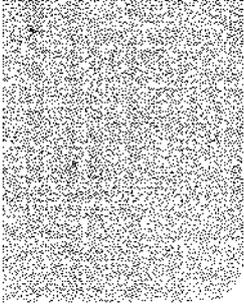
- Additions to existing building materials and character should follow the same guidelines stipulated for new building materials and character.





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6.0 STRATEGIC PLAN



STRATEGIC PLAN

This *Strategic Plan* component of the *Papago Park Regional Master Plan* is a synopsis of recommendations for Papago Park operators to improve overall performance, market position, ability to meet community needs, stewardship of natural and cultural resources, and management best practices over the next 10 years. This plan features both tactics for short term improvements, as well as sustainable strategies for the next 10 to 15 years.

The recommendations of this *Strategic Plan* have been developed from the analyses of the master plan process. The diagram on the following page illustrates this process.

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EXHIBIT F

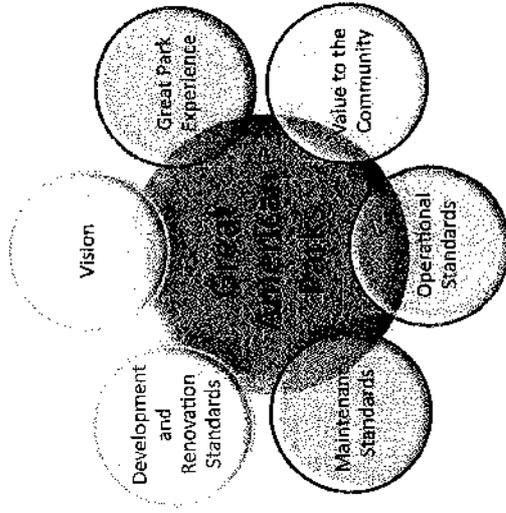
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QUALITIES OF A GREAT AMERICAN PARK

The foundation of this project was to identify the necessary steps for Papago Park to be regarded as a Great American Park. Members of the Consultant Team in this project have worked throughout the United States at many parks, including those regarded as among the greatest parks in the country. In the process of conducting and performing over 700 park and park system studies across 46 U.S. states, the Consultant Team has assembled a consistent set of qualities that distinguish some of the most successful parks from their peers.

The common qualities of Great American Parks are comprised of six major elements as demonstrated in the figure below.



These elements are described here in more detail. While not all of these components as seen in other Great American Parks are relevant for Papago Park, this framework of standards was utilized by the Consultant Team to determine the appropriate needs and strategies developed within this report.

Vision of a High Quality Park

A high quality park is representative of an area's landscape, large enough that the natural and cultural resources can be protected, studied and used to provide understanding of the history and natural systems of that location for the residents and out of state visitors who come to enjoy the park. Appropriate types of use are determined for each park, energy efficient infrastructure and facilities needed to provide for operation, maintenance, and visitor use are designed and built to fit the landscape and successfully meet the needs of the site.

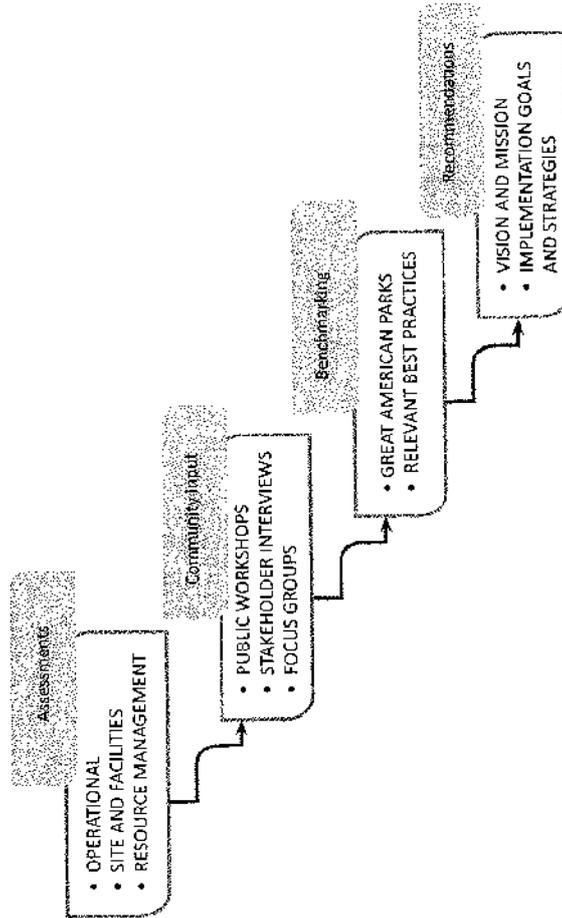
All facilities are regularly maintained to keep them in excellent condition. Equipment is replaced on a regular schedule to assure it is available as needed to maintain buildings and grounds. The park is fully staffed to provide all aspects of park operations at standards that provide for a safe, clean, educational and enjoyable visitor experience. The park is operated in a business-like manner with processes and procedures that assure the proper handling of all business activities while also providing excellent customer service. Active resource management operations assure the protection and restoration of habitat; archaeological sites and historic structures are protected and maintained to assure their preservation.

The park provides an opportunity for the visiting public, schools, and other educational groups to learn from active programming,

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STRATEGIC PLAN PROCESS



wayside interpretive signing, wayfinding, professionally prepared exhibits and appropriate printed material focused on the natural and cultural themes, and stories important to that site. The park has core programs aligned with the natural and cultural features unique to that site that energize visitors and help them develop outdoor skills necessary to enjoy a variety of park activities including overnight camping (by special permit only). A well designed and maintained road and trail system are available to support hiking, biking and equestrian uses where appropriate. The park is designed, built, maintained, staffed and equipped to properly provide for the long term protection of the resources. The park is positioned to provide outstanding opportunities to learn as the park is an "outdoor classroom", and an exciting destination to enjoy a variety of recreational activities for the whole family.

A high quality park inspires residents and out of state visitors to return home and tell others about the experience. When a quality park is achieved it additionally provides a very significant economic benefit to the local economy, and when non-resident visitors are attracted, the financial benefit is both local and statewide.

Great parks and park systems are managed by standards and outcomes that support their vision. Managing and operating to these standards enables the municipalities and managing entities to always demonstrate how well the park is performing, and establishes justifications for budget and appropriation requests. These standards should be monitored routinely and gaps in services addressed, or the standards should be adjusted.

Great Park Experiences

A high quality park is a premier conservatory of land, facilities and programs that reflect the unique "story" of the area; the history and heritage, land and wildlife, and efforts to preserve the quality of the region's future. The park is managed to be a responsible steward of public assets and resources, and to protect the quality of visitor experiences. A high quality park is operated or supported by organizations that foster creative and responsible management best practices; organizations that provide incentive and reward for professional and well-trained employees to perform duties as expected and to always exhibit superb customer service; and organizations that provide adequate tools, equipment and resources to enable employees to do their best every day.

A Great American Park also typically features all of the following elements:

1. Adequate signage for wayfinding to and within the park.
2. A sense of arrival that is consistent with the park's purpose and overall messaging.
3. Architecture and facility design that complements the natural surroundings, and represents appropriate space and energy efficiencies.
4. Protection and restoration of natural and cultural resources within the park.
5. Adequate size or acreage for the park to preserve significant natural resources within its boundaries, and to provide a sound and manageable habitat for wildlife in the case of extreme external encroachment from development.
6. Facilities and services that provide equitable opportunities for visitors to enjoy the amenities of the park by addressing known and evolving community needs and preferences, in addition to sufficient facilities that are well maintained to support the operation and maintenance requirements of the park.
7. Roads and parking areas that feature best design practices regarding environmental and functional aspects, and that are well maintained to protect the quality of the assets and the experience of visitors.
8. Trails, paths, and sidewalks that are well maintained to allow for visitors' safe and meaningful use.
9. Interpretation and education regarding the natural and cultural significance of the site through multiple methods including literature, signage, exhibits, and facilitated programs.
10. Professional and well-trained staff that is properly equipped and resourced to manage the ongoing quality of the park and its services.
11. Marketing and communication means and methods that proactively inspire visitors to enjoy the park and its offerings.
12. Annual and routine evaluation of facilities and services, and performance on the desired outcomes of a high quality park.

Action plans are developed and implemented to address any issues of concern.

Value to the Community

A Great American Park is a steward for preserving aspects of the area's natural and cultural heritage, while also fostering economic development through the provision of facilities and services aligned with public needs and interests. A Great American Park provides value to near and surrounding communities by providing quality recreational benefits and opportunities to residents and visitors, and by serving as an economic asset. Great parks are economic assets in multiple ways including increasing appeal and subsequent property values for adjacent or nearby lands, and by providing economic development opportunities from the support of tourism to the area for single and/or multiple day experiences. These aspects are achieved through well maintained facilities and infrastructure, innovative programs and services, sound marketing and communications, and professional park staff.

Operational Standards/ Best Practices

Operational best practices of Great American Parks typically include the following five elements:

1. **Planning:** A master plan is updated every ten years, as well as individual management plans for key zones within the park and business plans for all core services the park manages. The park maintains a strategic marketing and communication plan to keep the community well informed and the staff in-tune with customer needs.
2. **Partnerships:** The park strengthens existing and future partnerships with operators and leases on-site promote and support the identity and performance of the park on the whole.
3. **Pricing:** The park has an established a set of guidelines for pricing of services based on the true cost to provide the service including both direct and indirect costs. This practice establishes an accurate level of true subsidy necessary for successful operation of facilities and services. Cost recovery goals are updated annually based on the true cost to provide the services with pricing changes occurring as needed and politically realistic.
4. **Public Need:** The park has a minimum of three levels of customer feedback built into program assessments which include pre and post evaluations, and focus groups to assess how well the participants feel about the experience and ways to improve the facilities and services to meet their needs.
5. **Promotion:** The park operators allocate adequate funding each year for marketing and promotion of programs, services, and facilities. This can include program guides provided no more than three times per year, collaborative web-site management, targeted mailing pieces, PSAs, fitness guides for trail users and outdoor recreationalists that align to the experiences available, and researching trends and their customers to identify the market receptiveness to the park.



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{ Additional potential operational best practices inside the following 12 elements:

1. Operators create a regular feedback loop for visitors and provide a report on how well they are meeting customer satisfaction levels. Satisfaction levels need to be at least 90% or greater for visitor experiences to be considered acceptable. Programs or services that score below 90% require critical review and performance enhancement measures with tracked results and enforced outcomes.
2. Annually generate earned revenues (not including public subsidy) equal to a required percentage of operating expenses based upon the performance expectations. Park performance below the detailed performance expectations would require critical review and performance enhancement measures with tracked results and enforced outcomes.
3. Evaluate and pursue opportunities to employ private or public service providers on-site to accomplish elements of park operations that can be more cost-effectively provided.
4. Annually evaluate the users' profile as it applies to appropriate demographic and park usage, and incorporates this information into a yearly program plan for the park to attract all demographic segments.
5. Utilize special events annually to draw people to the park within the guidelines of allowable uses and managed impact to the natural and cultural resources.
6. Seek local partners to support portions of the park's programs, services, and maintenance requirements.
7. Retain design elements to accommodate 10 visitor experiences at a minimum while maintaining a 90% customer satisfaction rating or higher.
8. Maintain an updated master plan conducted every 10 years.
9. Manage by maintenance standards, program standards and operational standards.
10. Maintain representation at local Chambers of Commerce or other applicable tourism and business promotional organizations within the community in order to promote the park as a usable and friendly asset.
11. Maintain a friends group who raises money that is given to the park each year to use for improvements or to support programs that are agreed upon prior to fund raising.
12. Manage the park with multiple performance measures. It is critical that the park perform well across multiple measures to ensure it retains high quality standards in programs, services, visitor satisfaction, resource management, asset management, and public service.

Potential suggested performance measures to choose from include the following:

- Capacity management by amenity meets annual goals
- Revenue versus expenses based against anticipated budget meets annual goals
- Cost center goals for efficiency and revenue development are met at 95% of the goal
- Customer satisfaction is at least 90%
- Retention of the core market returns at least once each year at 70% or greater
- Four to six percent (4% - 6%) of the total asset value in the park is funded annually for maintenance and repairs
- Maximize the number of partnerships in place that help them to manage the resources and provide services in the park
- Allocate additional funding equal to at least 5-7% of the annual operational budget to promote the park in the region and the state
- Effectively manage constituent groups to maintain balanced and appropriate park use
- Encourage a minimum of annual volunteer hours equal to 15% of paid staff hours
- Replace equipment on a set schedule and meet a 95% level on a yearly basis



Maintenance Standards/Best Practices

The Consultant Team has developed expected industry standards in hours per tasks and annual frequencies by Levels of Services. These standards are based on National Recreation and Parks Association data and include information regarding parks in western states, and consist of typical park and recreation maintenance tasks and presents the standards in three levels with Level 1 being the highest standards and Level 3 being the lowest of the three standards. Park maintenance best practices can include the following seven elements:

1. Allocate 4 - 6% of the value of total assets in the park less land values to maintain assets and infrastructure to meet high quality standards for the safe use and enjoyment of visitors.
2. Utilize a maintenance management plan that details different levels of maintenance standards that are applied based upon level of service, classification, and use. It is appropriate to have multiple zones with varied levels of services within each park.
3. Utilize a maintenance work order system to track the cost of maintenance, utilities, supplies, equipment and employee time for parks and recreation facilities based on set standards. The work order system also manages asset life cycles for all replacement schedules to keep park and facilities up to the level they need to so the public will enjoy them for a long period of time.
4. Maintain an equipment replacement program established and funded to keep equipment tied to employee productivity and supporting the efficiency goals of the park.
5. Develop partnerships with their local community and user groups to help with clean up and fix up days in the park. This should include developing adopt a park programs, and adopt a trail programs to keep parks looking good and providing a great image for the community.
6. Have at least 20% of maintenance hours supported by volunteers in the park.
7. Establishes estimated man-hour requirements associated with the levels of service maintenance standards described above to manage site and facility quality, and employee productivity.

Development and Renovation Standards/Best Practices

Great American Parks utilize development and renovation standards to maintain a minimum standard of excellence for new construction and renovation projects. These can include:

1. Feasibility studies for any new or renovated facilities that are expected to generate more than 50% of their operational costs through earned revenues should be conducted prior to design phase. These studies should evaluate projected usage, revenue generating capacity, and estimated operating costs. This does not include facilities such as maintenance areas or those utilized for general operational support.
2. Maintain park amenity inventories that are aligned with population demands and growth trends.
3. Open space standards are based on the natural areas available in a community that need to be protected from development and that support wildlife habitat and unique species of plants or trees in a community. Open space can include drainage corridors for flood control purposes and buffer areas surrounding parks. These areas are acquired for preservation purposes first and recreation and access second. Most open space areas have limits on development of 10% of the total property inventory.
4. Maintain design guidelines and construction specifications to protect and preserve the integrity of constructed infrastructure, renovation projects, and historic properties and sites. Include existing assets and infrastructure.



BEST PRACTICES MATRIX

The Consultant Team synthesized findings from the public input process to develop a framework for guiding the development of recommendations and strategies for Papago Park. The Best Practices Matrix features possible strategies that can be considered and are aligned with six major categories of best practices: Public Mandates, Standards, Program/Services, Financial Management, Pricing, and Partnerships. This strategy matrix is a building block for recommendations in the final master plan, and represent the prevailing messages the Consultant Team collected from stakeholder and public input. They will be evaluated and refined by the political and economic conditions that surround the park and its managing entities, and eventually filtered into a realistic action plan for moving forward. Additionally, these strategies can be used to validate the vision and mission of Papago Park.

	Best Practice 1: Public Mandates	Best Practice 2: Standards	Best Practice 3: Programs	Best Practice 4: Financials	Best Practice 5: Pricing	Best Practice 6: Partnerships
Strategy	Upgrade existing park infrastructure to modern standards, including accessibility, sustainability, and efficient and optimal use of all park properties and recreation facilities.	Adopt coordinated minimum standards for facility maintenance, management, and development that preserve the character of Papago Park.	Develop and implement program standards for core programs and services including establishing the prevailing themes of health and wellness, natural and cultural resources stewardship and social values.	Enhance recreation spaces to create a sense of value that support the ability of operators to choose how strictly they wish to have users pay to sufficiently off-set operating costs.	Align existing pricing and fees with total costs of services and cost recovery goals specific to each program area and facility.	Develop public/public, public/not-for-profit, and public/profit partnerships with neighboring communities for maintaining park facilities and services.
Strategy	Protect and progressively manage open space and natural areas, as well as historic and cultural resources.	Create balance and accessibility through programs and facilities that mirror the diversity of the community served by Papago Park.	Create a functional and productive year-round program calendar for the park as a whole, including special events.	Develop a working partnership with a non-profit organization that can reliably leverage private sector support for capital projects and programs.	Evaluate whether existing pricing and fees proactively address wear and tear of facilities as a result of use.	Strengthen the partnerships and collaborations between existing operators and land owners at the park through regular coordination meetings and initiatives.
Strategy	Perform consistent maintenance of park and recreation facilities, including the trail system.	Establish restoration and conservation standards to guide the transformation of select areas within the park.	Develop a park-wide youth services program plan with youth service organizations throughout the surrounding communities.	Design facilities and facility operations to have optimal potential revenue generation capacity if needed now or in the future.	Establish criteria to determine appropriate pricing and fees throughout the park as a whole.	Develop appropriate partnerships with youth service organizations and schools for youth programs.
Strategy	Connect the park to the community through access points, facilities, and amenities that are aligned with public need and interests.	Establish appropriate minimum standards clarifying acceptable usage of the park.	Develop a park-wide active recreation program plan for senior adults between the age of 55 and 65 for the next ten years.	Appropriately promote and market programs and facilities to increase usage and participation that will enhance the revenue capacity of the park.	Develop recreation programs that allow operators to utilize a tiered level of service with varied and appropriate pricing if they choose.	Improve the terms of any inconsistent partnership agreements with existing partners utilizing Papago Park facilities for private events.
Strategy	Oversee stronger collaboration between the independent operators and land owners at the park to improve coordination management and visitor experience.	Establish trail design standards to guide the delineation of an official trail system throughout the park.	Develop appropriate recreation programs for people with disabilities park-wide.	Explore and work to develop reliable funding sources to support the rising operational costs of the park, as well as to support the cost of park enhancements.	Maintain community access to recreation programs and facilities by keeping reasonable and diverse opportunities for free programs and facility use.	Develop a sustainable partnership with an appropriate non-profit organization to leverage private sector funding to support select capital projects and programs.
Strategy	Enhance existing signature facilities that increase the image and perception of Papago Park that will re-energize a sense of pride.	Establish minimum educational standards to guide and clarify the cultural significance of the park consistently between municipalities.	Integrate park-wide programs targeting families recreation services to increase families participating together.			
Strategy	Limit development within the park while improving parking, access, connectivity, utilities, shade, wayfinding and interpretation.		Coordinate programs and services between all operators and land owners of the park to enhance visitor opportunities.			

The strategies detailed in the Best Practices Matrix are suggested only as building blocks for specific recommendations in the final master plan and strategic plan elements of this project. These strategies are derived from the community input received by the Consultant Team, and reflect the prevailing values shared by neighbors, users, and stakeholders in Papago Park overlaid with industry best practices.

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APPLYING BEST PRACTICES TO PAPAGO PARK

The Consultant Team utilized a process that applied best practices from Great American Parks around the United States to uniquely fit the circumstances and setting of Papago Park. This involved identifying the desired outcomes of the Regional Master Plan, and establishing a unifying vision and mission statement that tied together all the great elements of Papago Park that already exist. The resulting framework defined new strategies and tactics that can leverage the existing qualities of the park with its future potential.

Review of Most Desired Outcomes

The most desired outcomes of the Papago Park Regional Master Plan addressed in this strategic action plan were derived from the findings of the multi-faceted public input process associated with this project. They are:

1. Improve park connectivity to and within the park.
2. Improve current condition of natural and cultural resources within the park.
3. Establish protected desert/open space within the park.
4. Enhance education regarding natural and cultural significance of the park.
5. Preserve native plants and wildlife diversity within the park.
6. Reduce impact from heavy use of the park.
7. Improve definition of the trail system within the park.
8. Preserve cultural/historic resources within the park.
9. Increase integrity of plant cover and wildlife habitat within the park.
10. Broaden and enhance user experience with links to desired trails and amenities.

The recommended strategies detailed herein provide specific action plans that are aligned with these desired outcomes. These outcomes are also closely linked to the quality of Great American Parks as defined herein and seen in the table shown below:

Improve park connectivity within the park and surrounding neighborhoods	<p>Vision</p> <p>Great Park Experiences</p> <p>Value to the Community</p> <p>Operational Standards</p> <p>Maintenance Standards</p> <p>Development and Renovation Standards</p>
Improve current condition of natural and cultural resources within the park	
Establish protected desert/open space within the park	
Enhance education regarding natural and cultural significance of the park	
Preserve native plants and wildlife diversity within the park	
Reduce impact from heavy use of the park	
Improve definition of the trail system within the park	
Preserve cultural / historic resources within the park	
Increase integrity of plant cover and wildlife habitat within the park	
Broaden and enhance user experience with links to desired trails and amenities	

Renewed Vision and Mission

Among the primary goals of this Master Plan project was to unify the vision and operational elements of Papago Park in order to function more cohesively. The Papago Park Regional Master Plan is the first planning exercise to address Papago Park in its entirety, versus its individual parts. The first major step in successfully achieving a unified vision is to develop a renewed vision and mission statement that can be applied to the park as a whole.

Papago Park Vision Statement

The Papago Park vision statement includes the myriad of values and priorities learned from public workshops, leadership and stakeholder interviews, focus group sessions, assessment findings, and feedback from the project oversight committees and its members. The proposed vision statement was vetted in multiple meetings with both the public and the project oversight committees, and defines what Papago Park should be known for. It is as follows:

The vision of Papago Park is to be a signature urban Sonoran Desert park, uniquely recognized for its unique geological butte formations, managed collaboratively by its public and private operational partners in concert with the interests and needs of the public, and emphasizing environmental, economic, and cultural excellence to improve the quality of open space and urban recreational opportunities in Arizona's Valley of the Sun for the enjoyment of all residents and visitors.

Papago Park Mission Statement

Like the vision statement, the mission statement of Papago Park was developed to reflect the diversity of the community served by the park, as well as to position the park proactively for the future. The proposed mission statement was vetted in multiple meetings with both the public and the project oversight committees, and defines how Papago Park can achieve its vision. It is as follows:

The mission of Papago Park is to preserve and enhance the historical, environmental, and cultural value of the park and Arizona's Valley of the Sun for users of all ages, honoring the core values of preservation, connectivity, accessibility, education, and recreation through appropriate design of park amenities and facilities that reflect the unique landscape of the Sonoran Desert, creating sense of place, and preserving the integrity of the park for existing and future generations of users.

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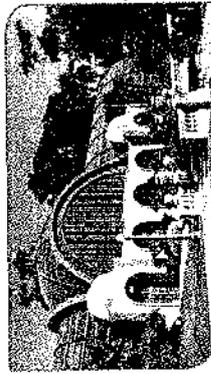
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BENCHMARK PARKS

These five benchmark parks were reviewed for their unique circumstances that could lend best practices to Papago Park. (See Appendix A for more detail)



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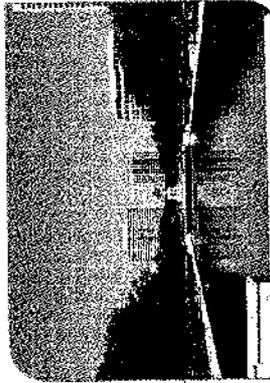
Balboa Park, San Diego, CA.

Balboa Park is the nation's largest urban cultural park, providing a home for 15 museums, the San Diego Zoo, performing arts venues, and numerous gardens. This 1,200-acre city park is bordered by many neighborhoods that use the park heavily, and includes amenities managed by entities other than the City of San Diego. This park is famous for many things, none the least of which is its cultural and historical underpinnings and the sense of connectivity of amenities within the park.

Best practices that should be incorporated:
The predominant identity of "Park First, Destination Second" creates a much stronger position for the park in the community, and ties together major amenities.



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Santa Monica Mountains National Recreation Area, Los Angeles, CA.

Santa Monica Mountains National Recreation Area is relevant to Papago Park in two ways: it is a large urban park including numerous local governmental jurisdictions (cities, counties, state, etc.), and it is embedded within one of the nation's largest urban areas of Los Angeles. Representative of the size of the park and the population in the immediate vicinity, the park encompasses 26 zip codes as of 2007. Also included within the park are numerous tracts/zones managed by distinct entities including National Park Service, California State Parks, Santa Monica Mountains Conservancy, City of Malibu, Mountain Restoration Trust, Conejo Recreation and Park District, Mountains Recreation and Conservation Authority, Los Angeles County Parks and Recreation, Satwiva Native American Indian Culture Center, UCLA, and numerous other entities and organizations. The diversity of partner organizations operating cohesively under the umbrella of the Santa Monica Mountains National Recreation Area is one of the many reasons this park is a meaningful subject of a comparative analysis for Papago.

Best practices that should be incorporated:
Formalized coordination and partnerships between managing entities improves visitor opportunities at the park, as well as creates significant potential operational savings through partner synergy.

Zion National Park, Springdale, UT.

Zion National Park in Southern Utah was considered as a benchmark target for Papago Park largely because of its similar natural environment (arid/desert), heavy use by active recreationalists, and recent efforts to improve natural resource management. This large national park features an increased effort within the last ten years to regain control over managing the impacts of heavy visitation on a pristine desert environment. Over the last decade, Zion has emerged as an example of successfully transitioning from an open to a more rigid management structure in order to protect the quality of the park's natural resources without experiencing visitor pushback or major service issues. Zion National Park also includes multiple concessionaires operating within the park.

Best practices that should be incorporated:
The responsible use of management zones effectively mitigates the impacts of heavy usage on a desert environment without detracting from the visitor experience.



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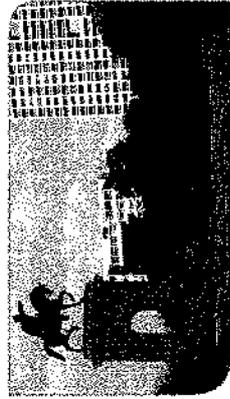
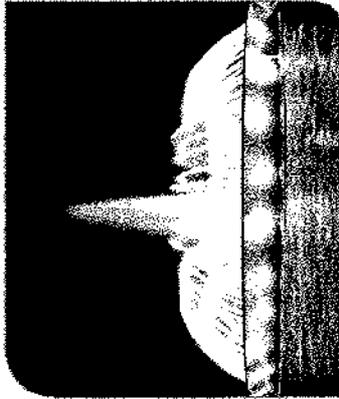
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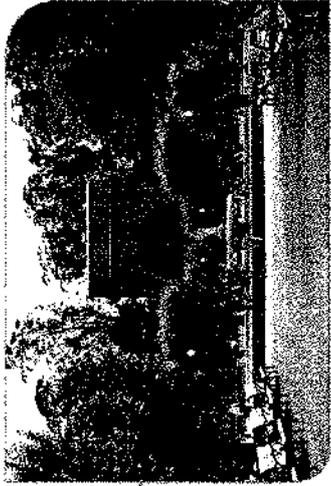


Hermann Park, Houston, TX.

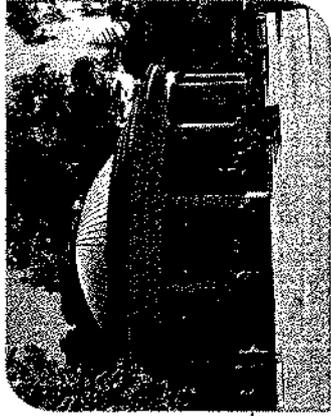
Hermann Park in Houston is one of the most heavily visited urban parks in a major city in the U.S., with an estimated visitation of nearly 6 million each year. This 445-acre site is home to 29 distinct attractions, many of which are managed by independent non-profit organizations. In addition, this park features one of the leading examples of leveraging a friends group into an incredibly successful source of financial support to maintain the quality of the park's natural resources and amenities. The Hermann Park Conservancy was formed from the original friends group that was established in 1993 to augment city funding to keep the park in good shape. The Conservancy (and former Friends Group) have assisted the City of Houston with over \$32 million in park improvements over the last ten years.

Best practices that should be incorporated:

The active role of a non-profit conservancy leveraging private sector support for major capital and programmatic priorities improves amenity quality and visitor experiences.



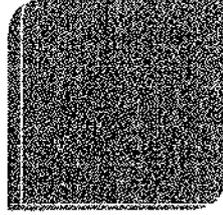
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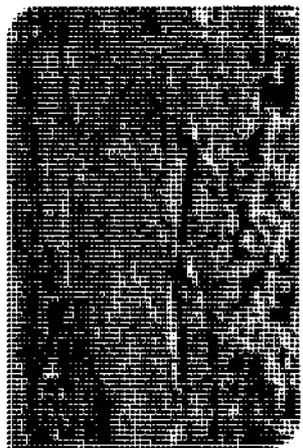
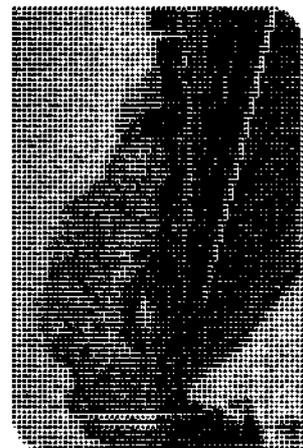


Golden Gate National Recreation Area, San Francisco, CA.

Golden Gate National Recreation Area features numerous amenities, operators from both the public and private (non-profit) sectors. A total of 17 million visitors annually are drawn here by the dramatic view sheds of contrasting rural and urban environments leading to historic landscapes ranging from dairy ranches and seaside recreation sites, to maritime resources like lighthouses and shipwrecks. Golden Gate has been part of the homelands of Coastal Miwok and Ohlone people for thousands of years and still contains archeological sites and landscapes influenced by native land management. The park includes the largest and most complete collection of military installations and fortifications in the country, dating from Spanish settlement in 1776 through the Nike missiles of the Cold War. Golden Gate contains eleven former Army posts whose military architecture and historic landscapes comprise the heart of the park. One of the nation's most highly visited National Park Service units, Golden Gate NRA comprises numerous sites, with each representing its own unique natural, cultural, and military history.

Best practices that should be incorporated:

The role of partnership in management, education, and volunteerism.



The Consultant Team has assembled multiple recommendations, strategies, and related action plans to achieve the most desired outcomes as defined in this report and to emulate the appropriate best practices that have been gleaned from Great American Parks around the United States. These recommended strategies and action plans are organized into four major areas of focus:

- Recommended Signature Programs
- Core Programs and Services
- Facility and Asset Management
- Organization and Operations Management

It is important to note that these recommendations are relevant and intended for Papago Park as a whole. The nature of these recommendations and strategies do not imply that there are no organized or quality programs currently in the park, but rather that the park operators can stitch together their respective program plans to create an overall fabric of park-wide programs and services. The reality is that most or all of the operators currently have organized and successful programs in each of their portions of the park provides a great opportunity to start from in creating a holistic Papago Park program approach.

The specific programs and services provided in these recommendations are only suggestions to provide an advisory framework for the landowners and park operators to envision and create a park-wide program and service plan. The current inventory of programs in each of the major areas of the park operated independently by the different entities provides a tremendous resource to build such a plan.

RECOMMENDED SIGNATURE PROGRAMS

There are numerous recommendations and suggested guidelines provided in this strategic plan pertaining to programs and services that are aligned with both the desired outcomes of this Regional Master Plan, as well as the qualities of a Great

American Park. Not all of these recommendations will be suitable for all areas of the park, but can be utilized as a resource for program planning in each area that contributes to a holistic and concerted programming effort at the park as a whole. These recommendations also are intended to build upon the existing successful programs and services available in each area of the park.

Within these recommendations, there are signature programs that stand out as distinct priorities to be considered for implementation. These signature programs are intended to fit the unique circumstances and resources of the park, be enhanced, developed and delivered through collaborative and leveraged resources, and meet the needs of the communities served by the park.

Papago Park Exposition

It is recommended that a signature program to be developed and implemented is an annual exposition of the multitude and diversity of facilities, programs, and services available to the public at Papago Park. This program could be scheduled as a single event occurring each year over a consistent weekend, or as a series of events held in the period of a week scheduled in the same season each year. Either style of event could include but not be limited to special programs and demonstrations at each of the major facilities and amenities within the park, deals and discounting for fee-based activities, and arts and cultural events aligned around an annual theme.

Each major amenity should actively cross-promote other activities related to the event that are happening in other parts of Papago Park. Additionally, this event should be actively promoted by each amenity and collectively through multiple marketing methods including a "catchy" name, effective publicity, proper advertisement, sponsorships, group programs/incentives, an open-access competitive event, and a popular public performance (music).

Interpretive Signage and Displays

A second signature program recommended for Papago Park is related more to passive programming through interpretive signage and displays. It is recommended that the managing entities and operational partners of Papago Park work consistently to improve existing and develop additional interpretation in the park via signage, displays and exhibits. This effort should focus on the natural, cultural, and historic resources and "story" of the park, providing visitors of all ages

insight into the history of what makes Papago Park a Great American Park today. This recommendation centers around the premise that interpretive media pertaining to the park, not including internal signage in key amenities (i.e. Phoenix Zoo, Desert Botanical Gardens) feature a consistent look and message. It also is important that each key amenity and location have such signage, displays, and/or exhibits within their facilities for visitors to intellectually and emotionally tie together all the many facets and assets of Papago Park.

Cultural and Historic Programming

Arizona's Valley of the Sun is a region rich in cultural and historic value. Papago Park provides a tremendous opportunity for providing the community educational and experiential programs that explore the role the park and region played in the lives of people for many thousands of years. The lives and conditions of Native Americans, early settlers, and modern civilization are linked in what makes Arizona what it is today. Programs, events, demonstrations and demonstration sites, exhibits and interpretive signage, and displays can be considered as the diverse medium through which cultural and historic programming can be enhanced at the park. It is strongly recommended that the managing entities of Papago Park partner with appropriate entities and organizations to support the development and delivery of this programming.

Healthy Lifestyles Programming

One of the greatest opportunities for Papago Park, as well as parks around the country, is to serve a more active role in promoting park facilities and programs as a portal to practice healthy lifestyles. There are numerous examples of facilities, programs, and events that currently are provided at the park supporting healthy lifestyles, outdoor recreation, and fitness. It is recommended that this area of programming become a signature for Papago Park, and continue to grow to support the needs of the surrounding communities and region. Since many current facilities, programs, and events are aligned with this objective already, the key recommendation of the Consultant Team is that these be coordinated and promoted together to improve the awareness in the community as to the breadth and depth of opportunities at Papago Park to practice good health and get outside.



CORE PROGRAMS AND SERVICES

The Consultant Team formulated recommended core programs and services for Papago Park based upon the following criteria and elements:

1. Existing programs and services.
2. Interviews with key stakeholders and park user groups.
3. Public feedback from workshops.
4. Industry best practices and emerging trends.
5. Natural and cultural resources present at the site.

These core programs and services are intended to build upon existing successful programs and services at Papago Park, and be organized into the three major categories – Health and Fitness, Natural and Cultural Resource Appreciation and Stewardship and Responsible Outdoor Recreation. These programs are designed to achieve the following for Papago Park:

1. Improve the engagement and appeal of Papago Park to existing users.
2. Improve the appeal of Papago Park to new users.
3. Improve the framework in which operational partners can seek collaborative opportunities.
4. Improve the ability of Papago Park to meet the unique mission and goals of each operational partner.

The following descriptions provide a detailed list of recommended programs and services to be considered by the municipalities and operational partners of Papago Park.

Health and Fitness Programs and Services

Enhance and develop programs that feature health and wellness themes, including healthy lifestyles in the outdoors. Not all of these programs are suitable for every area of the park, but can be considered for the appropriate setting. Also, it is presumed that managing entities will seek the most efficient means to enhancing, developing and delivering programs including a blend direct facilitation, partnered facilitation, volunteers, and passive programming. Examples of suggested programs include, but are not limited to:

1. Guided and unguided fitness walks and runs at Papago Park trails.
2. Fitness guides for Papago Park trails that feature distance and speed = calories burned, scaled workouts via hiking and trail running, and suggested hiking training tips.
3. Skill builder workshops – these can be single or multi-day events that are focused on acquiring and/or mastering new skills in the outdoors. Examples include mountain biking, orienteering, etc..
4. Outdoor health challenges that feature unguided opportunities for visitors to earn "miles" toward discounts at future park visits or prizes supported by private sector sponsors.
5. Scavenger hunts associated with Papago Park trails with prizes available upon completion.

Natural and Cultural Resource Appreciation and Stewardship Programs and Services

Enhance and develop programs that feature themes of natural and cultural resource appreciation and stewardship. It is presumed that managing entities will seek the most efficient means to enhancing, developing and delivering programs including a blend direct facilitation, partnered facilitation, volunteers, and passive programming. Examples of suggested programs include, but are not limited to:

1. Guided and unguided interpretive nature walks at Papago Park. Seasonal themes can help these programs stay "fresh" all year.
2. Cultural programming can include guided walks or demonstrations that highlight the legacy and history of Native American peoples of the area.
3. Seasonal bird watching and wildlife viewing – build viewing areas around "blinds" that can be used at different seasons to view different birds and wildlife.

4. Historic and cultural demonstrations can be organized either annually or seasonally as educational programs, special events, or displays at Papago Park.
5. Stewardship workshops – provide single or multi-day workshops focused on techniques for resource stewardship by the average person or family.
6. Skill builder workshops can be enhanced and developed that focus on bird, wildlife, or plant identification, and Native American or pioneer lifestyle skills.
7. Youth leadership programs – multi-day experiential learning programs designed for older youth that focuses on leadership, participation, and problem solving in natural resource scarcity and conservation issues.
8. School and youth programs can be aligned to either state education requirements or merit requirements that focus on natural sciences, conservation, and historic and cultural studies.

Responsible Outdoor Recreation Programs and Services

Enhance and develop programs that feature responsible outdoor recreation themes. Not all of these programs are suitable for every area of the park, but can be considered for the appropriate setting. Also, it is presumed that managing entities will seek the most efficient means to enhancing, developing and delivering programs including a blend direct facilitation, partnered facilitation, volunteers, and passive programming. Examples of suggested programs include, but are not limited to:

1. Skill builder outings and clinics focused on acquiring and/or mastering outdoor recreation skills including mountain biking, archery, orienteering, camping, outdoor cooking, fishing, field sports, or horseback riding.
2. Innovative skill builder workshops that focus on subjects such as boat building, fly-tying, bow and arrow or at-att masking, or geocaching.
3. Adventure sport festivals that combine exhibition or competitive outdoor recreation activities, vendors, and music/entertainment.
4. Adventure races or race series: trail running, mountain biking, or multi-sport.

Programs and Services Strategies

The following strategies support the enhancement, development and unification of programs and services throughout Papago Park, and are aligned with the recommended categories of core programs as identified above. These recommendations assume that each of the park operators would bring their existing and proven program plans to the table in order to support the enhancement and development of a park-wide program and service approach.

Year-Round Program Plan

In order to strengthen existing user markets and build new ones, the following key strategies are recommended for core programs and services. The recommendations that follow are provided as a framework through which Papago Park can organize and expand its programs and services that target specific user groups. The unique climate of Central Arizona requires a year-round program plan to adjust the scheduling of programs and events in the summer months because of the extreme heat to the early morning and evening hours of the day. The programs serving the target user market segments recommended in this framework should reflect the core areas of focus identified above – Health and Fitness, Natural and Cultural Resource Appreciation and Stewardship, and Responsible Outdoor Recreation.

It is assumed that the managing entities of the park and operational partners can collaboratively enhance and develop a park-wide program plan that encompasses each of the target user market segments detailed below as an order of business for the recommended collaborative management committee or 'roundtable'. In doing so, each partner can manage their complement of programs and services as identified in the plan that contribute to the park meeting its overall program goals. Operational partners include those organizations currently located on-site, as well as organizations that are related stakeholders in the park.

Active Adults Program Plan

The goal of the Active Adult Program Plan is to create experiences that engage people over 55 years of age to participate in programs and services at Papago Park more than they currently do. This specifically is designed to be an active recreation program plan for adults between the ages of 55 and 85 for the next ten years. The following recommendations are a targeted framework for enhancing, developing and delivering programs for active adults over 55 years of age at Papago Park.

1. Establish a program plan to enhance, develop and facilitate programs and services that meet the current and emerging needs of active adults over 55 years of age including, but not limited to wildlife viewing, fishing, hiking, mountain biking, horseback wellness, and low-intensity action sports.
2. Identify key media outlets to promote and market programs and services uniquely designed for older adults provided at Papago Park (i.e. magazines, websites, etc.)
3. Establish "working" partnerships with organizations and associations that have membership that is primarily focused around older adults and that share common values with Papago Park managing entities to provide programs and services that are aligned with the unique criteria and focus of each organization.

Youth Services Partnership Plan

The goal of the Youth Services Partnership Plan is to establish relationships with key organizations serving youth in Central Arizona that create a captive and reliable market for Papago Park programs and services. The following recommendations are a targeted framework for enhancing, developing and delivering programs for youth service organizations at Papago Park.

1. Establish "working" partnerships with youth service organizations such as Girl Scouts, Boy Scouts, Campfire Boys and Girls for consistent and system programs in merit advancement, etc.
2. Establish "working" partnerships with schools to provide programs and services that are aligned with state education standards and evaluation criteria in math, science, reading, social studies, and language arts.
3. Establish "working" partnerships with general youth groups that share common values with Papago Park managing entities to provide programs and services that are aligned with the unique criteria and focus of each organization.

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Family Program Plan

The goal of the Family Program Plan is to create experiences that engage families to participate in programs and services at Papago Park more than they currently do. This specifically is designed to increase programs targeted towards family recreation services to increase families participating together. The following recommendations are a targeted framework for enhancing, developing and delivering programs for families at Papago Park.

1. Establish a program plan to enhance, develop and facilitate programs and services that meet the current and emerging needs of families including, but not limited to wildlife viewing, fishing, hiking, mountain biking, horseback riding, golf, health and wellness, and action sports.
2. Identify key media outlets to promote and market programs and services uniquely designed for families provided at Papago Park (i.e. magazines, websites, etc.)
3. Improve kid-focused attractions such as upgrading playgrounds with shade structures and installation of additional interpretive play venues.
4. Enhance and develop official adventure/extreme sport venues including mountain biking skill course and faux rock climbing boulders positioned in appropriate, but strategic locations of the park.

Adaptive Program Plan

The goal of the Adaptive Program Plan is to create experiences and opportunities that engage people with disabilities to participate in programs and services at Papago Park more than they currently do. The following recommendations are a targeted framework for enhancing, developing and delivering programs for people with disabilities and special needs at Papago Park.

1. Work to ensure that all programs in the park including those not specifically designed for people with disabilities are as inclusive as possible, while remaining realistic for appropriate facilitation of each program.
2. Establish a program plan to enhance, develop and facilitate adaptive programs and services that meet the current and emerging needs of people with disabilities including, but not limited to wildlife viewing, fishing, golf, health and wellness, trail sports, and low-intensity action sports.
3. Identify key media outlets to promote and market programs and services uniquely designed for people with disabilities provided at Papago Park (i.e. magazines, websites, etc.)
4. Establish "working" partnerships with organizations and associations that have membership that is primarily focused around people with disabilities and that share common values with Papago Park managing entities to provide programs and services that are aligned with the unique criteria and focus of each organization.
5. Identify key partnership opportunities to leverage private sector funding support of the costs of services of providing programs to people with disabilities.

Special Events

It is important to utilize special events at Papago Park to re-vitalize the position of the park in the local communities, re-energize the park for users, and re-introduce Papago Park among its national peers of large urban parks. Not all of these programs are suitable for every area of the park, but can be considered for the appropriate setting. Also, it is presumed that managing entities will seek the most efficient means to enhancing, developing and delivering programs including a blend direct facilitation, partnered facilitation, volunteers, and passive programming. The following recommendations are a targeted framework for enhancing, developing and delivering special events at Papago Park.

1. Cultivate new partnerships with community organizations to support and manage special events.
2. Manage special events to be aligned with allowable uses of the park and to properly manage impact on natural and cultural resources.
3. Create at least one event per year that centers on the history of the park and the significance of the natural and cultural resources of the site.
4. Create at least one event per year that celebrates the amenities associated with the park (i.e. 25th or 50th anniversary celebration, desert oasis party, etc.).
5. Create at least one event per year that centers on art, entertainment, and music.
6. Create at least one event per year that is a cause-related program (i.e. fundraiser, health initiatives, cancer research, etc.).

Programs and Services Recommendations

Papago Park offers great opportunities for visitors to experience the natural splendor and adventure of Sonoran Desert landscapes, explore the unique history and culture of the people of the region, and live healthy lifestyles. The programs and services of the park compliment the natural environment and facilities that are the venue for most experiences. It is critical that these programs and services are aligned with the interests and needs of the market served, and innovatively create experiences that leverage the park sites and amenities.

Not all of these programs are suitable for every area of the park, but can be considered for the appropriate setting. Also, it is presumed that managing entities will seek the most efficient means to enhancing, developing and delivering programs including a blend direct facilitation, partnered facilitation, volunteers, and passive programming. The following key recommendations are included in this section of the Papago Park Regional Master Plan:

1. Establish criteria for evaluating whether programs are core programs and services, value-added, or peripheral to the mission and objectives of the park.
2. Enhance and develop and implement park-wide, minimum program guidelines as it applies to core programs and services including establishing areas of focus that address health and wellness, natural and cultural resource stewardship, and social values.
3. Create a functional and productive year-round program calendar for the park as a whole, including multiple special events.
4. Enhance and develop a park-wide youth services program partnership plan for Papago Park with youth service organizations throughout the region.
5. Enhance and develop a park-wide active recreation program plan for active adults between the age of 55 and 85.
6. Enhance and develop appropriate recreation programs for people with disabilities park-wide.
7. Increase park-wide programs targeting family recreation services to increase families participating together.
8. Enhance and develop a diverse blend of special events at Papago Park that engage the local community and draw tourists to park facilities for single and multi-day uses.
9. Enhance and develop recreation programs that represent a tiered level of service with varied and appropriate pricing.
10. Energize the marketing and communications promoting Papago Park as a whole.

Determine Core Programs and Services

Goal

Classify programs and services based upon how central they are to the vision, mission, and strategic objectives of the park. Align programs as both public services and be reflective of responsible business management practices in order to assign appropriate and progressive performance expectations to each.

Strategy

Establish criteria for evaluating whether programs are core programs and services, value-added, or peripheral to the mission and objectives of Papago Park.

Action Plan

Establish criteria for what constitutes a core program or service based upon alignment with vision, mission, and core values of the agency. Criteria should distinguish whether programs are core, value-added, or peripheral to the objectives of the park. The recommended framework for enhancing and developing these criteria is to:	Primary
<ol style="list-style-type: none"> 1. Provide quality public services. 2. Evaluate the "accessibility and appeal" of programs to either the public at large, or more narrow interest groups. 3. Maintain market data regarding prevailing interests and needs relevant to urban parks. 	Primary
Classify core programs and services that will be central to achieving the vision, mission, and strategic objectives of Papago Park for the next five years.	Primary
Establish performance measures that are tailored to each classification of program or service referenced above. Performance measures should include, but not be limited to participation data, market appeal, cost of service, revenue generation, activity impacts, and support of amenities and destinations within the park.	Secondary
Implement a performance measurement process for evaluating programs and services based upon the relevant performance expectations.	Secondary

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EXHIBIT F

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Develop Consistent Program Guidelines

Goal
 Improve the consistency and diversity of programs provided by Papago Park either direct or through alternative providers.

Strategy
 Enhance, develop, and implement program guidelines as it applies to core programs and services including health and wellness, natural and cultural resource stewardship, and social values.

Action Plan

Establish key areas of focus for programs and services including health and wellness, natural and cultural resources appreciation and stewardship, and responsible outdoor recreation.	Primary
Coordinate program planning workshops to design, enhance, and develop programs for the park as a whole.	Primary
Establish minimum program facilitation guidelines (i.e. number and diversity of programs, targeted participation, pricing, etc.) for each aspect and area of the park that balance the approach of programs and services provided that meet the above stated criteria.	Secondary
Apply appropriate performance measures as determined by the core program and service criteria development to all classes of programs, and seasonally evaluate program performance.	Secondary

Year-round Program Plan

Goal
 Enhance and develop a strategic program plan that creates a balanced approach of diverse programs coordinated throughout Papago Park which takes advantage of different seasons of the year, and ultimately drives traffic to amenities and destinations within the park.

Strategy
 Create functional and productive year-round programs, including enhancement of facilities and services throughout Papago Park targeting special events. Not all of these programs are suitable for every area of the park, but can be considered for the appropriate setting. Also, it is presumed that managing entities will seek the most efficient means to enhancing, developing and delivering programs including a blend direct facilitation, partnered facilitation, volunteers, and passive programming.

Action Plan

Establish a program schedule that takes into account market needs and interests, climate and environmental constraints, past participation rates, and park priorities.	Primary
Plan all programs in advance of their intended facilitation in order to allow time for sufficient marketing and promotion.	Primary
Enhance and develop programs that feature health and wellness themes, including healthy lifestyles in the outdoors. Examples of programs include, but are not limited to: 1. Fitness walks and runs on trails. 2. Fitness guides for trails that feature distance and speed = calories burned, scaled workouts via hiking and trail running, and suggested hiking training tips. 3. Skill builder workshops – these can be single or multi-day events that are focused on acquiring and/or mastering new skills in the outdoors. Examples include mountain biking, rock climbing, etc. 4. Outdoor health challenges that feature unguided opportunities for visitors to earn “miles” toward discounts at future park visits. 5. Scavenger hunts associated with trails with prizes available upon completion.	Primary

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Year-round Program Plan (continued)

<p>Enhance and develop programs that feature themes of natural and cultural resource appreciation and stewardship. Examples of programs could include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Guided and unguided interpretive nature walks at Papago Park. Seasonal themes can help these programs stay "fresh" all year. 2. Cultural programming can include guided walks or demonstrations that highlight the legacy and history of Native American peoples of the area. 3. Seasonal bird watching and wildlife viewing – build viewing areas around "blinds" that can be used at different seasons to view different birds and wildlife. 4. Historic and cultural demonstrations can be organized either annually or seasonally as educational programs, special events, or displays at Papago Park. 5. Stewardship workshops – provide single or multi-day workshops focused on techniques for resource stewardship by the average person or family. 6. Skill builder workshops can be enhanced and developed that focuses on bird, wildlife, or plant identification; and Native American or pioneer lifestyle skills. 7. Youth leadership programs – multi-day experiential learning programs designed for older youth that focuses on leadership, participation, and problem solving in natural resource scarcity and conservation issues. 8. School and youth programs can be programs aligned to either state education requirements or merit requirements that focus on natural sciences, conservation, and historic and cultural studies. 	<p>Primary</p>
<p>Enhance and develop programs that feature responsible outdoor recreation themes. Examples of programs include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Skill builder outings and clinics focused on acquiring and/or mastering outdoor recreation skills including backpacking, mountain biking, rock climbing, rappelling, orienteering, camping, outdoor cooking, fishing, field sports, or horseback riding. 2. Innovative skill builder workshops focus on subjects such as boat building, fly-tying, bow and arrow or at-atl making, or geocaching. 3. Adventure races or race series: trail running, mountain biking, or multi-sport. 4. Adventure sport festivals that combine exposition or competitive outdoor recreation activities, vendors, and music/entertainment. <p>Align programs to different target ages and ability segments so that experiences with a diversity of skill and intensity levels appeal to a broader market.</p>	<p>Secondary</p>

Youth Service Partnerships

<p>Goal</p> <p>Establish partnerships with key organizations serving youth in Arizona that create a captive and reliable market for Papago Park programs and services.</p>	<p>Strategy</p> <p>Enhance and develop a youth services program partnership plan for Papago Park with youth service organizations throughout the region and state.</p>	<p>Action Plan</p>
<p>Plan programs serving youth service organizations in advance of their intended facilitation in order to allow time for sufficient marketing and promotion.</p>	<p>Establish "working" partnerships with youth service organizations such as Girl Scouts, Boy Scouts, Campfire Boys and Girls for consistent and system programs in merit advancement, etc.</p>	<p>Primary</p>
<p>Establish "working" partnerships with schools to provide programs and services that are aligned with state education standards and evaluation criteria in math, science, reading, social studies, and language arts.</p>	<p>Establish "working" partnerships with general youth groups that share common values with Papago Park managing entities to provide programs and services that are aligned with the unique criteria and focus of each organization.</p>	<p>Secondary</p>

Active Retiree Program Plan

Goal
Create experiences that engage active older adults to participate in programs and services at Papago Park more than they currently do.

Strategy
Enhance and develop an active recreation program plan for active adults between the age of 55 and 85.

Action Plan

Plan programs serving active adults in advance of their intended facilitation in order to allow time for sufficient marketing and promotion.	Primary
Establish a park-wide program plan to enhance, develop and facilitate programs and services that meet the current and emerging needs of active adults over 55 years of age including, but not limited to wildlife viewing, fishing, golf, health and wellness, and low-intensity action sports.	Primary
Identify key media outlets to promote and market programs and services, uniquely designed for older adults provided at Papago Park (i.e. magazines, websites, etc.)	Secondary
Establish "working" partnerships with organizations and associations that have membership that is primarily focused around active adults and that share common values with Papago Park managing entities to provide programs and services that are aligned with the unique criteria and focus of each organization.	Secondary

Adaptive Programming Plan

Goal
Create experiences and opportunities that engage people with disabilities to participate in programs and services at Papago Park more than they currently do.

Strategy
Enhance and develop appropriate recreation programs for people with disabilities.

Action Plan

Work to ensure that all programs in the park including those not specifically designed for people with disabilities are as inclusive as possible, while remaining realistic for appropriate facilitation of each program.	Primary
Plan programs serving people with disabilities in advance of their intended facilitation in order to allow time for sufficient marketing and promotion.	Primary
Establish a program plan to enhance, develop and facilitate adaptive programs and services that meet the current and emerging needs of people with disabilities including, but not limited to wildlife viewing, fishing, golf, health and wellness, trail sports, and low-intensity action sports.	Primary
Identify key media outlets to promote and market programs and services uniquely designed for people with disabilities provided at Papago Park (i.e. magazines, websites, etc.)	Secondary
Establish "working" partnerships with organizations and associations that have membership that is primarily focused around people with disabilities and that share common values with Papago Park managing entities to provide programs and services that are aligned with the unique criteria and focus of each organization.	Secondary
Identify key partnership opportunities to leverage private sector funding support of the costs of services of providing programs to people with disabilities.	Secondary

Family Programming Plan

Goal
Create experiences that engage families to participate in programs and services at Papago Park more than they currently do.

Strategy
Increase programs targeted towards family recreation services to increase families participating together.

Action Plan

Plan programs serving families in advance of their intended facilitation in order to allow time for sufficient marketing and promotion.	Primary
Establish a program plan to enhance, develop and facilitate programs and services that meet the current and emerging needs of families including, but not limited to wildlife viewing, fishing, hiking, mountain biking, horseback riding, golf, health and wellness, and action sports.	Primary
Identify key media outlets to promote and market programs and services uniquely designed for families provided at Papago Park (i.e. magazines, websites, etc.)	Secondary
Improve kid-focused attractions such as upgrading playgrounds with shade structures and potential installation of an additional interpretive and/or adventure play venues.	Secondary

Special Events

Goal
Utilize special events to create more awareness of Papago Park and its facilities.

Strategy
Enhance and develop a diverse blend of special events throughout the Papago Park that engage the local community and draw tourists to the park for single and multi-day uses. Some special events suggested may not be suitable for all areas of Papago Park, and should only be considered for their appropriate setting. Also, it is presumed that managing entities will seek the most efficient means to enhancing, developing and delivering programs including a blend direct facilitation, partnered facilitation, volunteers, and passive programming.

Action Plan

Manage special events to be aligned with allowable uses of the park and to properly manage impact on natural and cultural resources.	Primary
Plan all programs in advance of their intended facilitation in order to allow time for sufficient marketing and promotion.	Primary
Create at least one event per year that centers on the history of the park and the significance of the natural and cultural resources of the site.	Secondary
Create at least one event per year that celebrates the amenities associated with the park (i.e. 25th or 50th anniversary celebration, desert oasis party, etc.).	Secondary
Create at least one event per year that centers on arts, entertainment, and music.	Secondary
Create at least one event per year that is cause-related event (i.e. fundraiser, health initiative, cancer research, etc.).	Secondary

Tiered Level of Service

Goal
 Create programs and services that feature tiered pricing based upon the exclusivity of the program. Diversify offerings that range from free to moderately expensive creates a dynamic blend of programs that appeals to broad market segments.

Strategy
 Enhance and develop recreation programs that represent a tiered level of service with varied and appropriate pricing.

Action Plan

Design and facilitate recreation programs and services in such a way that a tier of pricing is established from free to more expensive.	Secondary
Clearly communicate benefits of programs and potential subsidized costs as needed based upon close alignment to park vision, mission, and core values.	Secondary

Improve Marketing and Promotion Effectiveness

Goal
 Reinvalidate the marketing and communications promoting Papago Park, its programs and services, and key destinations as a whole.

Strategy
 Implement a blend of marketing and promotional initiatives that improves the effectiveness of the park's branding, identity, and sense of place thereby improving sales and visitation.

Action Plan

Enhance and develop a Papago Park website to be visually engaging, and provide rapid awareness to programs, events, and experiences offered at the park and its key destinations. Assure that the website is not predominantly informative, but one that is more inspiring and benefit driven.	Primary
Program and management staff should meet at least twice annually to coordinate sales efforts, program or event schedules, collaborate shared resources, and rectify internal competition.	Primary
Enhance and develop Papago Park promotional material to be visually engaging, and provide rapid awareness to programs that are offered at the park and its key destinations.	Primary
Design and implement a publicity partnership program with major media organizations in newspaper, radio, and television markets to cover programs, events, and happenings at Papago Park.	Primary
Establish a co-branding relationship with a major business entity that operates in Central Arizona and shares common core values with Papago Park managing entities. This should produce paid advertising for an "Enjoy and Experience Papago Park" campaign in newspapers, radio, and television outlets regionally and statewide, and recognize the participants in the co-branding relationship.	Secondary
Regularly produce credible press releases for regional and national media supporting programs, events, and special occasions at Papago Park.	Secondary



Meeting Community and Market Needs

Goal
 Improve the ability of Papago Park to meet the needs of the residents and visitors of Arizona's Valley of the Sun in order to improve the positioning and overall visitation to the park.

Strategy
 Connect to the community through facilities and amenities that are aligned with public needs and interests.

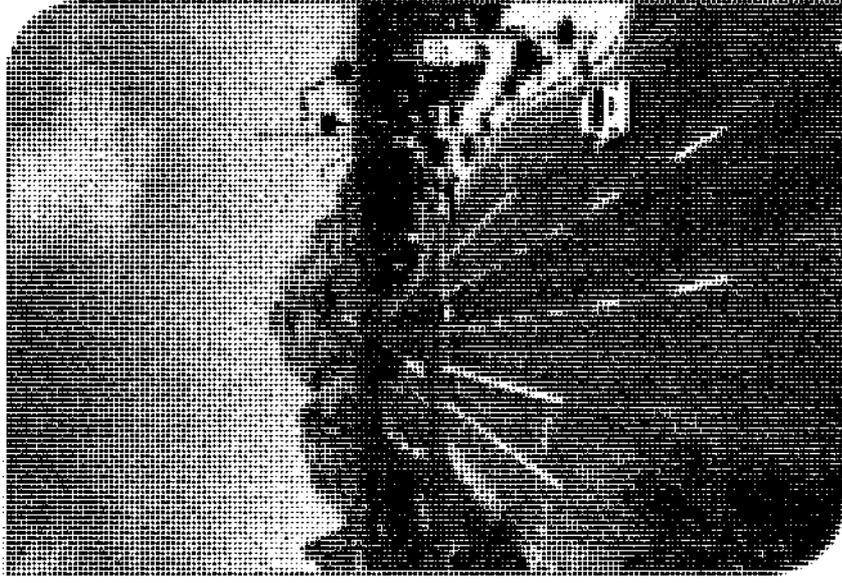
Action Plan

	Primary
Maintain consistent research through post-hoc and intercept surveys with park visitors to obtain information on prevailing market needs and interests.	Secondary
Enhance and develop kid-focused attractions that include one or more of the following amenity types: <ul style="list-style-type: none"> a. Updated playgrounds b. Adventure/creative sport venues including mountain biking skill area, fishing pier, rock-climbing boulders 	Secondary
Develop a strategically located visitor center that provides enrichment of the visitor experience through: <ul style="list-style-type: none"> a. Interpretive and wayfinding signage b. Collaborative messaging on signage, exhibits, and displays c. Passive guidance as to the value of the park as a natural and cultural resource of the area d. State-of-the-art amenities that are low-impact to the environment and complement both existing facilities and the natural surroundings 	Secondary
Identify/develop additional and improve existing trails throughout the park as needed that provide greater connectivity both to the park and within the park. Trails should be designated as to the authorized uses.	Secondary

Additional Recommendations

The following specific recommendations are aligned with the action plan on the preceding page. These recommendations are not intended to represent all possible opportunities for Papago Park to improve the connection to market needs, but are intended to provide a framework from which additional recommendations can be enhanced and developed by the management team.

Updated playgrounds with shade structures	City of Phoenix Papago Park and City of Tempe Papago Park	Families with children; youth groups
Climbing/bouldering skills area	City of Phoenix Papago Park and City of Tempe Papago Park	Adventure tourism, families, groups
Mountain bike skills area	City of Tempe Papago Park	Adventure tourism, mountain bike enthusiasts, special events
Wildlife viewing blinds	City of Phoenix Papago Park and City of Tempe Papago Park	Wildlife enthusiasts, families, youth groups



FACILITY AND ASSET MANAGEMENT RECOMMENDATIONS

Gaining the prestige of being renowned as a Great American Park is heavily dependent on maintaining facilities and assets that are reflective of high quality design and standards of care. It is critical for Papago Park operators to coordinate standardized criteria in which to evaluate the condition of facilities and assets, identify facility improvement needs, and prioritize capital need and related appropriation requests. In addition, it is important to have standard methods for conducting both minor and major repair projects, tracking asset life cycles, and scheduling major capital replacement requirements. While the majority of facilities observed by the Consultant Team in this project featured facility and maintenance staff that had great pride in their work, the prevailing approach to facility maintenance is predominantly driven by the unique approach of each management entity (i.e. City of Phoenix, City of Tempe, Phoenix Zoo, Desert Botanical Gardens, etc.). The key recommendations provided by the Consultant Team regarding facility management include:

1. Upgrade existing park and recreation infrastructure to modern standards as referenced previously in this report, including accessibility, sustainability, and efficient and optimal use of all park properties and recreation facilities.
2. Perform more thorough and consistent maintenance of parks and recreation facilities, and adopt customized park and recreation facility maintenance/management guidelines for Papago Park as a whole.
3. Enhance existing signature facilities that increase the image value and perception of Papago Park that will re-energize a sense of pride and notoriety.
4. Enhance and develop facilities and recreation programs that engage diverse age segments, and balance accessibility through programs and facilities for more diverse types of users at Papago Park.

Upgrade Infrastructure

Goal

Improve the condition of Papago Park facilities and assets to reflect the standards of a high quality park, and support the initiative to be recognized as a Great American Park.

Strategy

Upgrade existing park and recreation infrastructure to modern standards, including accessibility, sustainability, and efficient and optimal use of all park properties and recreation facilities.

Action Plan

Evaluate the relevant needs and rank each park amenity to its infrastructure appeal and use ability by each type of user to the parks system.	Primary
Establish where each amenity is in its life cycle and establish a replacement schedule.	Primary
Develop a reliable funding source to update park infrastructure.	Secondary
Track facility and asset inventory and conditions in a user-friendly database that assist the municipalities to project major facility needs.	Secondary

Consistent Maintenance Practices

Goal

Perform more thorough and consistent maintenance of parks and recreation facilities throughout Papago Park as a whole.

Strategy

Enhance and develop standardized maintenance practices, expectations, and training to support Papago Park managing entities in performing a more consistent management of facilities and assets.

Action Plan

Coordinate consistent minimum maintenance guidelines and frequency levels for each type of amenity based on established expectations of the visitors to the park and to meet customer service requirements for a well maintained park.	Primary
Train staff on maintenance guidelines and frequency levels for care to meet the expectations of the visitors to the park system.	Primary
Upgrade the amenities that have the highest level of use first to keep them well positioned in the market place.	Primary
Seek the local residents and user groups to engage in "clean up, fix up" events and days at least twice each year to keep the park in prime position to support a strong visitor base appeal.	Primary
Inspect maintenance guidelines on a weekly basis to achieve a 90% or greater compliance as it applies to customer satisfaction levels.	Primary
Seek outside foundation support to fund improvements for the park.	Secondary

Enhance Signature Facilities

Goal
 Enhance existing signature facilities that increase the image value and perception of Papago Park that will re-energize a sense of pride and notoriety.

Strategy
 Identify the key signature facilities in the park that have current or potential operating success where improvements can result in increases in targeted use and subsequent value. Identify the improvements that will have the greatest impact of the visitor experience.

Action Plan

Establish an overall theme and identity for the park with updated lighting, signage, and landscaping.	Primary
Establish key amenities that will drive people of all ages to the park to include at least four quality experiences for each age group represented in the park.	Primary
Link all attractions to feel as if they are interconnected versus stand alone amenities with a program plan to link them together by trails, signs, programs, events, view sheds, and amenities.	Primary
Establish management zones in the park with different maintenance and operational guidelines for each zone based on the level of use it gets and what the park is trying to get users to use in the park.	Primary

*Signature facilities are those elements of the park which enhance the visitor experience. These amenities can be either natural or man-made.

Diverse Age Appeal

Goal
 Enhance and develop facilities and recreation programs that engage diverse age segments, and balance accessibility through programs and facilities for more diverse types of users at Papago Park.

Strategy
 Establish prevailing age segments in which facilities, programs and services will be targeted toward. These age segments usually are:

- 2 to 5 years
- 6 to 8 years
- 9 to 12 years
- 13 to 15 years
- 16 to 18 years
- 19 to 25 years
- 26 to 35 years
- 36 to 55 years
- 56 to 75 years
- 75+ years

Action Plan

Evaluate to ensure there are at least four amenities per age segment in Papago Park.	Secondary
Evaluate and remove any underperforming facilities with new updated amenities and attractions in the park.	Secondary
Seek outside funding for certain elements and amenities in the park such as playgrounds, shelters, adventure activity amenities, natural and cultural resource rehabilitation, and lake enhancements.	Secondary
Track key amenity trends and match to underserved audiences.	Secondary
Track all amenity use to reach at least 60% of capacity on weekends and 30% on weekdays.	Secondary

ORGANIZATION AND OPERATIONS MANAGEMENT RECOMMENDATIONS

There are a number of recommendations in this report that are aligned with the renewed vision and mission of Papago Park becoming renowned as a Great American Park. The recommendations pertaining to organization and operations management that are addressed in this section are:

1. Enhance, develop and implement a deliberate initiative to improve collaborative management of the park.
2. Clarify performance expectations and performance management of Papago Park's operational partners to include elements of park's vision and mission, business and financial performance goals, natural and cultural resource management responsibilities and customer service goals.
3. Maintain regular and formal communication between all operational partners regarding current issues, management objectives, and adopted strategies.
4. Develop a sustainable partnership with an appropriate non-profit organization to leverage private sector funding to support programs and services, promotions and facility needs of Papago Park.

Collaborative Management Structure

Goal

Improve the organizational management approach of Papago Park in setting and achieving the performance requirements to be renowned as a Great American Park

Strategy

Plan and implement the Management Roundtable consisting of representatives from each of the landowners in the park, on-site operational partners, and state and federal stakeholders.

Action Plan

Establish a collaborative committee comprised of representatives from each of the land owners on-site should be formalized with designated membership (City of Tempe, City of Phoenix). An expanded sub-committee can be created to involve other operational partners.	Primary
Clarify expectations of a formalized collaborative committee comprised of representatives from each of the operating partners on-site to not extend beyond an advisory capacity.	Primary
Schedule meetings of the collaborative management committee to be regular, with a minimum frequency of every other month for the first year. Meeting frequency could be reduced to quarterly over time.	Primary

Organize meetings of the collaborative management committee to address topics and outcomes in the following key areas:	
a. Goals and priorities – clarify and update the goals and priorities of the collaborative management committee as needed to keep the committee productive and align with the vision/mission of the park	
b. Programs and services – coordinate planning and scheduling; interpretive planning and implementation; logistics support requirements	
c. Facilities and assets – facility and asset management issues; envision new facilities or assets under construction	
d. Marketing and promotion – coordinate marketing efforts including a Papago Park website	
e. Infrastructure – utilities and supporting infrastructure that needs repair or replacement; coordinate repair and replacement schedules where relevant; new infrastructure requirements and initiatives	
f. Funding and fundraising – coordinate efforts for raising funds for programs, services, facilities, amenities, and/or infrastructure requirements to meet the strategic objectives of each operational partner and the park as a whole	
g. Other – additional issues that arise where collaborative awareness or support creates opportunities	
Select leadership of the collaborative management committee should be elected from within the committee itself for a minimum of a one year term. Additional membership on the committee should be the result of committee consideration and approval.	Primary

Performance Management

Goal

Establish performance measurement and management for Papago Park operational partners including aligning and evaluating performance expectations to the vision, mission and goals of the park, clarify consistent procedures for identifying and addressing poor performance and improving overall accountability.

Strategy

Clarify performance expectations and performance management of Papago Park operational partners to include elements of the park's vision and mission, business and financial performance goals, natural and cultural resource management responsibilities, and customer service goals.

Action Plan

Papago Park priorities in meeting the vision and mission, business and financial performance, natural and cultural resource management, and customer service should be established for 2010.	Primary
Implement regular communication regarding annual priorities with all operational partners of the park.	Primary
Revise the lease and use agreements with all leases and concessionaires to include an addendum that acknowledges the park's renewed vision and mission, business and financial performance goals, natural and cultural resource management responsibilities, and customer service goals.	Secondary

Collaborative Communication

Goal

Maintain regular and formal communication between all Papago Park operational partners regarding current issues, management objectives and adopted strategies.

Strategy

Establish communication forums that enable park staff and operational partners to stay engaged with coordinated issues.

Action Plan

Implement regular communication regarding annual priorities from each operational partners with performance monitoring each month reported mutually.	Primary
Establish a feedback loop for reporting outcomes of park and management team performance and outcomes from independent operational partner initiatives. This can include a combination of email reporting, internal website postings, or otherwise.	Primary
Audit the effectiveness of collaborative communication of the park's strategic goals and objectives.	Secondary

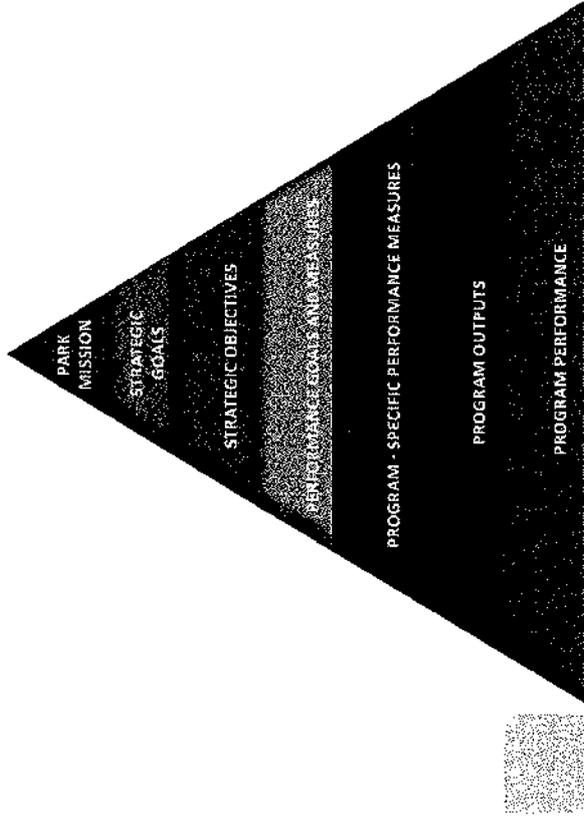


EXHIBIT F

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Fund Development Partner

Goal

Enhance and develop a sustainable partnership with an appropriate non-profit organization in Central Arizona to leverage private sector funding to support programs provided to under-served resident populations, resource stewardship initiatives and facility needs.

Strategy

Approach the leadership of a non-profit organization to consider a strategic partnership that improves the ability of Papago Park to provide quality parks and recreation services and opportunities to all sectors of the resident and visitor populations of the region.

Action Plan

Approach the leadership of a non-profit organization to consider partnering with Papago Park operational partners for purposes of enhancing programs and services provided to under-served populations within the region.	Secondary
Enhance and develop a program that "capsulizes" a goal for serving underserved populations within the region with programs and services, rehabilitating natural and cultural resources, and facility needs aligned with the vision, mission and core values of Papago Park.	Secondary
Establish the true annual cost of service of providing the programs and initiative identified above.	Secondary
Establish an annual goal for private sector fundraising to support the program goals and objectives.	Secondary
Organize and support planning and facilitation of fundraising that leverage private sector funding for specific programs that provide services to underserved populations.	Secondary
Organize and facilitate a Papago Park Expo each year that provides vendor opportunities, promotional information for the park and its key destinations, natural and cultural resource stewardship information, and participation opportunities for attendees in recreational activities such as fishing, natural science, and/or cultural history activities. Associated with this event should be a reception dinner and silent auction that benefits the non-profit partner in its fundraising efforts.	Secondary

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FINANCIAL AND REVENUE STRATEGIES

"Building financial and revenue capacity" means leveraging human and fiscal resources, processes, procedures, communications, and mind-sets to focus in a coordinated funding strategy for implementing the Papago Park Regional Master Plan to create the next Great American Park"

Building financial and revenue capacity to manage and evolve Papago Park is essential to achieving the vision for the next "Great American Park". Partnerships between governmental agencies, non-profit organizations, institutions, businesses, citizens groups and others are essential to building financial and revenue capacity to support the needs of Papago Park now and for future generations. This section of the Master Plan outlines steps that the municipalities and institutions involved in managing components of the Papago Park Regional Master Plan might consider to build the financial and revenue capacity needed to implement the Master Plan's vision and ultimately contribute to Papago Park's ability to be one of the great icons in the Phoenix market area.

Currently each of the cities involved in Papago Park collect various forms of revenues from golf, land leases, facility rentals and events. Surprisingly, none of these dollars are directly dedicated to an overall Papago Park operational or capital budget, but are re-deposited into each respective city's general fund to be re-requested each year through the budget process to help support the park's overall needs. In addition there is little effort between the municipality landowners of the park to coordinate and align user fees and charges in a more systematic or philosophical manner that creates added value for making capital improvements and for supporting operational expenses. In discussion with staff there is not one overall budget for the park, but pieces of budgets from various sources that contribute to making the park work and operate in the best manner possible. In cases where multiple best practice agencies are involved in managing a regional asset like Papago Park, they tend to all contribute dollars to leverage and maximize each other's investments, creating an overall budget for the park. This helps to reinforce a mindset of "park first, city second, and institution third" that can leverage respective public resources with the private sector and individual contributors who see the park as a valued treasure. This also creates a sense of a shared economy to maximize the park's economic, historical, natural desert and recreational value, versus each contributing what they can to make their portion of the park work as an individual unit. In these tough economic times re-thinking how to make the operation and capital needs of Papago Park work more in tandem and close coordination is an opportunity worth considering between the cities, institutions, Salt River Pima-Maricopa Indian Community and other stakeholder groups.

The recommendations contained herein have been vetted with staff of each municipality and are organized into six primary areas of focus:

1. Improving municipal coordination
2. Maximizing community resources
3. New and probable funding sources for capital improvement
4. Probable areas for improving revenue capture
5. New and probable private funding sources
6. Key support tactics for operational labor costs

Improving Municipal Coordination

The primary outcome from improving municipal coordination is aimed to build financial and revenue capacity and to manage and evolve the park to its highest level of value to the community, while protecting the natural and historic resources on site.

Action Recommendations:

- Address Papago Park as a priority with the cities involved in managing the park operations, management and planning
- Implement the recommendations in the Strategic Plan to improve external departmental coordination relative to management of Papago Park
- Consider developing a coordinated budget for capital and operational costs for Papago Park and identify how each city, agency, institution, contracted group or partner can contribute to its overall needs.

Maximizing Community Resources

Sustainable sources of funding and other resources are essential to implement the Regional Master Plan for Papago Park. In the past, the cities involved in managing Papago Park have relied on inconsistent levels of general and private funds to fund the park's needs to achieve "best-in-class" park management for Papago Park. The key for the future of implementing the Papago Park Master Plan is to diversify sources of funding and other resources to accomplish the initiatives identified in this master plan. These revenues sources need to be committed to on a long-term basis to assure a continuing income stream to grow and manage Papago Park for the future.

At the present time, revenue generated by the various city parks systems is returned to the respective city's general fund rather than invested back into the Papago Park through a dedicated fund. This serves as a disincentive to create more entrepreneurial approaches to managing facilities and programs by managers of the park. The non-profits operating on-site are allowed to keep their dollars in their respective institutions they manage but the cities are not able to do the same. As an alternative, user fees and other earned income could be directed to a dedicated revenue fund for Papago Park; for example, a maintenance endowment fund used for the parks maintenance requirements which need to occur for the park to work as efficiently as possible to obtain financial sustainability.

The following text describes a wide variety of sources of funding and other resources that can be used for acquisition, development, and/or maintenance of Papago Park.

The revenue potential of specific funding sources can vary widely based on local circumstances. More detailed analysis will be required to define the specific levels of funding that would be generated by individual sources for the park. As a next step, the cities involved and the non-profit institutions should review the list of funding options in relation to its financial value system and other considerations to identify the best potential candidates. Those sources can then be evaluated in more detail to determine the level of funding they would yield, if pursued aggressively. The goal is to develop a "package" of diversified funding sources to support Papago Park's acquisition, development and maintenance needs.

The cities and institutions involved should establish a set of guiding principles for funding the development and management of the existing and future facilities identified through the master plan process and incorporate into the management of the park as a whole, not necessarily based on each jurisdiction capability or institutions capability to help finance the park, if the partners truly want this park to be the "Great American Park" it can be. The key concerns expressed by city staff members, were how to keep the fairness in the resources provided by each municipality to the park and how to manage existing contracts against an overall budget goal. These are legitimate issues that need to be measured against in this Strategic Plan process for the park. An overall Business Plan for the park and institutions should be required that examines the total cost of operations based on agreed to maintenance and operation standards to achieve the vision outlined in the Master Plan. A coordinated strategy for fund raising efforts by the various institutions should be managed in a very orchestrated manner so institutions and the park itself does not compete for resources from the community.

The matrix to the right quickly summarizes each of the funding and revenue recommendations detailed in the following sections of this report. These are distinguished by their area of focus on either the capital or operational needs of Papago Park.

Funding for Capital Needs of Papago Park

Revenue Capture Supporting Operational Needs of Papago Park



New And Probable Funding Sources For Capital Improvement

Public Facilities District: Public Facilities Districts (PFD's) are municipal corporations created by a city, county or several cities that are connected by mutual boundaries and can create a Public Facilities District by ordinance or resolution to develop and operate regional parks or attractions in an area that they all benefit from financially. The cities can impose non-voted sales tax, voted sales tax, parking tax and admissions tax. PFD's can issue tax-exempt or taxable bonds, either general obligation bonds or as revenue bonds. The cities involved can contribute a set amount of general fund dollars to the Public Facilities District to help it operate in a sustainable manner as well. Tempe and Phoenix have established the Public Facilities District back in the 80's to operate Papago Park, however the use of the district has not been pursued. The City of Dallas has used this approach to managing Fair Park which hosts the Cotton Bowl, Texas State Fair and 12 cultural institutions operating in Fair Park to support the needs of the park with all partners contributing to the budget of the park.

General Obligation Bond: A general obligation bond is a municipal bond secured by a taxing authority or multiple taxing authorities to improve a public asset that benefits the municipal agencies involved that oversee the park.

Governmental Funding Programs: A variety of funding sources are available from federal and state government for Papago Park-related projects. For example, the Land and Water Conservation Fund provide funds to state and local governments to acquire, develop, and improve outdoor recreation areas. Federal Community Development Block Grant (CDBG) funds are used to support open space related improvements. Transportation enhancement funds available through SAFETELU, the current federal transportation bill, can be used for trail and related greenspace development. Americorps grants can be used to fund support for park maintenance. Each of these grant programs would score well if the various cities and institutions worked together in applying for the grants to support operational and capital needs.

Park Impact Fees: These fees are attached to the cost of new residential development that benefit from the park based on the square footage or number of bedrooms per unit, as well as, businesses who benefit from a park to generate funds for park acquisition and development. Impact fees typically range from as low of \$500 dollars per unit to a high of \$9,000 dollars per unit or on a square-footage basis for homes and/or businesses and should be periodically updated to address market rates and land values. This funding source could be used for improvement in a 5-10 mile radius of the park. Other municipalities that benefit from the park in terms of higher property values could also impose the impact fee to help support the park.

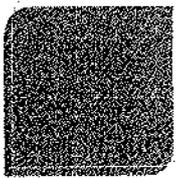
Internal Park Improvement Fund: This funding source is created from a percentage of the overall park admissions to attractions or events in the park and would allow a percentage, usually in the 3-5% of gross revenues, as a tax be dedicated to the park for capital improvements.

Tax Allocation District: Commonly used for financing redevelopment projects. A Tax Allocation District (TAD) involves the issuance of tax-exempt bonds to pay front-end infrastructure and eligible development costs in partnership with private developers. As redevelopment occurs in the district, the "tax increment" resulting from redevelopment projects is used to retire the debt issued to fund the eligible redevelopment costs. The public portion of the redevelopment project funds itself using the additional taxes generated by the project. TADs can be used to fund park improvements and development as an essential infrastructure cost. The east side of the park appears to be a good candidate for using this funding source before new development occurs.

Volunteer-Run Open Space Requirement: Ordinances requiring the dedication of open space within developments to meet the park and recreation needs of the new residents often have provisions allowing cash contribution to substitute for the land requirement. The proceeds could be applied to a park off-site that serves the needs of the development for which Papago Park would qualify. This funding source would apply to a park like Tempe that is built out.

Interior Dedicated Sales Tax: A dedicated sales tax has been used by many cities as a funding tool for capital improvements from the sale of merchandise and concessions to be used for capital improvements or to support operational needs.

Facility Authority: A Facility Authority is sometimes used by park and recreation agencies to improve a specific park or develop a specific improvement such as a stadium, large recreation center, large aquatic center or sports venue for competitive events.



Repayment of bonds to fund the project usually comes from sales taxes. Currently, the golf courses in Papago Park have been set up under a private facility authority to manage their operations and improve the golf courses. A Facility Authority could oversee Phoenix Municipal Stadium and the sports fields in Papago Park, if appropriate.

Real Estate Transfer Fee: This relatively new form of funding is being used by a number of cities and states to acquire and develop park land especially in built out communities. The money is generated by the transfer of real estate from one owner to another owner, with the municipality retaining a percentage of the value of the property (typically one-half percent) as a tax at the time of sale. The proceeds can be dedicated to acquiring land or for improving parks that benefit the property sold. Use of this funding source would require state legislature approval based on staff discussions with the Consulting Team. The transfer tax can be made city-wide and improve all parks.

Utility Fee: Utility fees have been used to support parks in the form of utility companies supporting a park from utility easements, storm water runoff and paying for development rights below the ground. This funding source is derived from fees on property owners based on measures, such as, the amount of impervious surfacing, as well as, fees from utility companies having access through the park. It is used by many cities to acquire and develop greenways and other open space resources that provide improvements in the park. Improvements can include trails, drainage areas and retention ponds that serve multiple purposes such as; recreation, environmental protection and stormwater management. This could be a source for the utilities to make a contribution to support the park in the future.

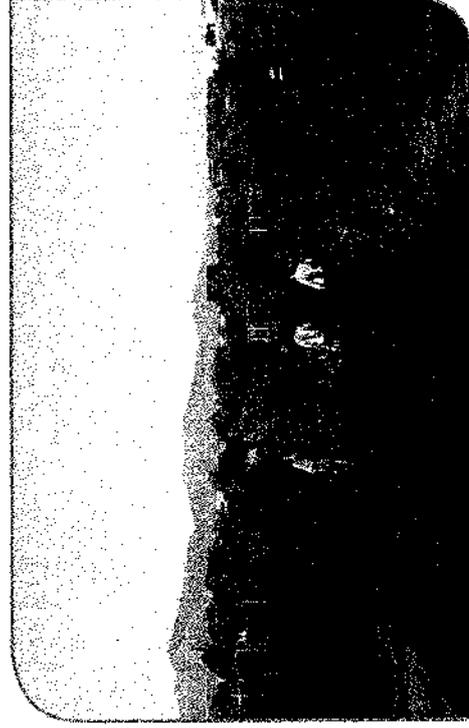
Transient Occupancy Fee: This funding source is used by many cities to fund improvements to parks from hotels, that benefit from the park in the way of the events held in the park, such as, spring training, sports tournaments and various competition running or biking events, as well as, from special events. The hotels who benefit from Papago Park activities that surround the park within a five mile radius could participate in supporting the park through the transient occupancy tax. The tax could only be on during the peak season of activity in the park. Development of park-related improvements that continue to benefit the hotels could be made so they will always benefit from the park. Transient occupancy taxes are typically set at 3-5% on the value of a hotel room and can be dedicated for park land improvement purposes. Because of the value that Papago Park provides in the way of events, sports, entertainment and cultural events; hotels in the area that benefit could be set up with a portion of their occupancy funds going to Papago Park to support special events and activities where people will stay overnight.

Capital Improvement Fee: A Capital Improvement Fee can be added to an admission fee to a recreation facility or park attraction to help pay back the cost of developing the facility or attraction. This fee is usually applied to golf courses, aquatic facilities, recreation centers, amphitheaters and special use facilities, such as, sports complexes. The funds generated can be used either to pay back the cost of the capital improvement or the revenue bond that was used to develop the facility.

Lease Back: Lease backs are a source of capital funding in which a private sector entity such as a development company buys the land or leases the park land and develops a facility such as a park, recreation attraction, recreation center, pool or sports complex; and leases the facility back to the municipality to pay off the capital costs over a 30 to 40 year period. This approach takes advantage of the efficiencies of private sector development while relieving the burden on the municipality to raise upfront capital funds. Millennium Park parking garage that sits under Millennium Park was leased to a private company who built the parking garage and the park in exchange for the parking rights below the ground.

Probable Areas For Improving Revenue Capture

Land Leases/Concessions: Land leases and concessions are public/private partnerships in which the municipality provides land or space for private commercial operations that enhance the park and recreational experience in exchange for payments to help reduce operating costs. They can range from vending machines to food service operations to golf courses. The park could use this source for operating revenues.



Admission to the Park: Many of the Great American Parks in the United States have admission fees on a per car, per bike and per person basis that is used to help support operational costs. Car costs range from \$3 to \$5 a car and \$2 dollars a bicycle or \$2 dollars a person.

Parking Fee: The Great American Parks that don't charge an admission fee often will charge a parking fee when people park either to access the park or to go to an activity. Parking rates range from \$2 to \$3 dollars an hour.

User Fees: User fees are fees paid by a user of recreational facilities or programs to offset the costs of services provided by the various municipalities operating in the park currently, but the fees are not consistently applied in the pricing of services. The fees charged by Tempe and Phoenix could be based on cost recovery goals for the park as a whole that could be agreed to by both agencies and/or based on the level of exclusivity the user receives compared to the general taxpayer.

Corporate Naming Rights: In this arrangement, corporations invest in the right to name an event, facility or product within a park in exchange for an annual fee, typically over a ten-year period. The cost of the naming right is based on the impression points the facility or event will receive from the newspapers, TV, websites and visitors or users to the park. Naming rights for park facilities are typically attached to sports complexes, amphitheaters, recreation centers, aquatic facilities, stadiums and events. Currently, the City of Phoenix is evaluating the costs of various amenities and events provided in the park for corporate naming opportunities.

Corporate Sponsorships: Corporations can also underwrite a portion or all of the cost of an event, program or activity based on their name being associated with the service. Sponsorships typically are title sponsors, presenting sponsors, associate sponsors, product sponsors or in-kind sponsors. Many cities seek corporate support for these types of activities and Papago Park has many events and attractions that could be supported by corporate sponsorships. Coordination of sponsorships between the two cities, Phoenix and Tempe, and the various institutions in the park will need to be developed in a joint manner.

Maintenance Endowment Fund: This is a fund dedicated exclusively for a park's maintenance, funded by a percentage of user fees from programs, events and rentals.

License Fee for Papago Park: License Papago Park so that any retail operations, making money off of the park or name, pay a 15% surcharge on the gross amount back to the park for the rights to sell goods or products in or outside the park (this includes air rights). People or business types would include photographers, caterers, t-shirt suppliers or anybody using Papago Park's name or images for private gain. Universities have made a large amount of money off license fees.

Park Revolving Fund: This is a dedicated fund to be used for park purposes only and is replenished on an ongoing basis from various funding sources such as grants, sponsorships, advertising, program user fees and rental fees within the park. The cities involved could establish a revolving fund supported by one or more sources identified in this section and managed by the Round Table of Providers to support the needs of Papago Park.

New And Probable Private Funding Sources

Business/Citizen Donations: Individual donations from corporations and citizens can be sought to support Papago Park for various improvements and amenities.

Public Private Partnerships: Public Private Partnerships are a cooperative agreement between public and private sectors. This involves the direct investment of public dollars in private enterprises to stimulate business development and thereby creating jobs and deepening the local tax base. They include the issuance of industrial revenue bonds, providing tax exempt financing for private capital expenditures on publicly owned land. Many amphitheater performing arts complexes are financed under this arrangement. This has some application to Papago Park in the future.

Private Foundation Funds: Nonprofit community foundations can be strong sources of support for parks and open space. Papago Park is a prime candidate for foundation support for a variety of attractions in the park and events.

Nonprofit Organizations: Nonprofit organizations can provide support for greenspace and parks in various ways. Examples include:

- **Conservancy or Friends Organization:** This type of nonprofit is devoted to supporting a specific park. The Piedmont Park Conservancy, Central Park Conservancy in New York and Hermann Park Conservancy in Houston have all contributed greatly to these parks in private dollars. These Park Conservancies are a major funding source for all of the "Great American Parks" in the United States and should be considered for Papago Park.

- **Land Trust:** Land trusts are non-profits focused on greenspace preservation. The Trust for Public Land and Conservation Fund help to facilitate open space acquisition by the cities involved but do not own land and easements outright.

- **Parks Foundation:** Established to support system-wide parks and recreation needs, park foundations have helped many cities across the nation to acquire land and develop parks. Papago Park needs a major foundation to help in its funding needs.

- **Greenway Foundations:** Greenway Foundations focus on developing and maintaining trails and green corridors on a citywide basis. Cities seek land leases along their trails as a funding source. In addition to selling miles of trails to community corporations and non-profits which could be established in Papago Park. The development rights along the trails can also be sold to local utilities for water, sewer, fiber optic and cable lines on a per mile basis to support development and management of these corridors.

- **Gifts to Share:** This approach is used in the form of a nonprofit that solicits donations for park improvement projects.

Key Support Tactics For Operational Labor Costs

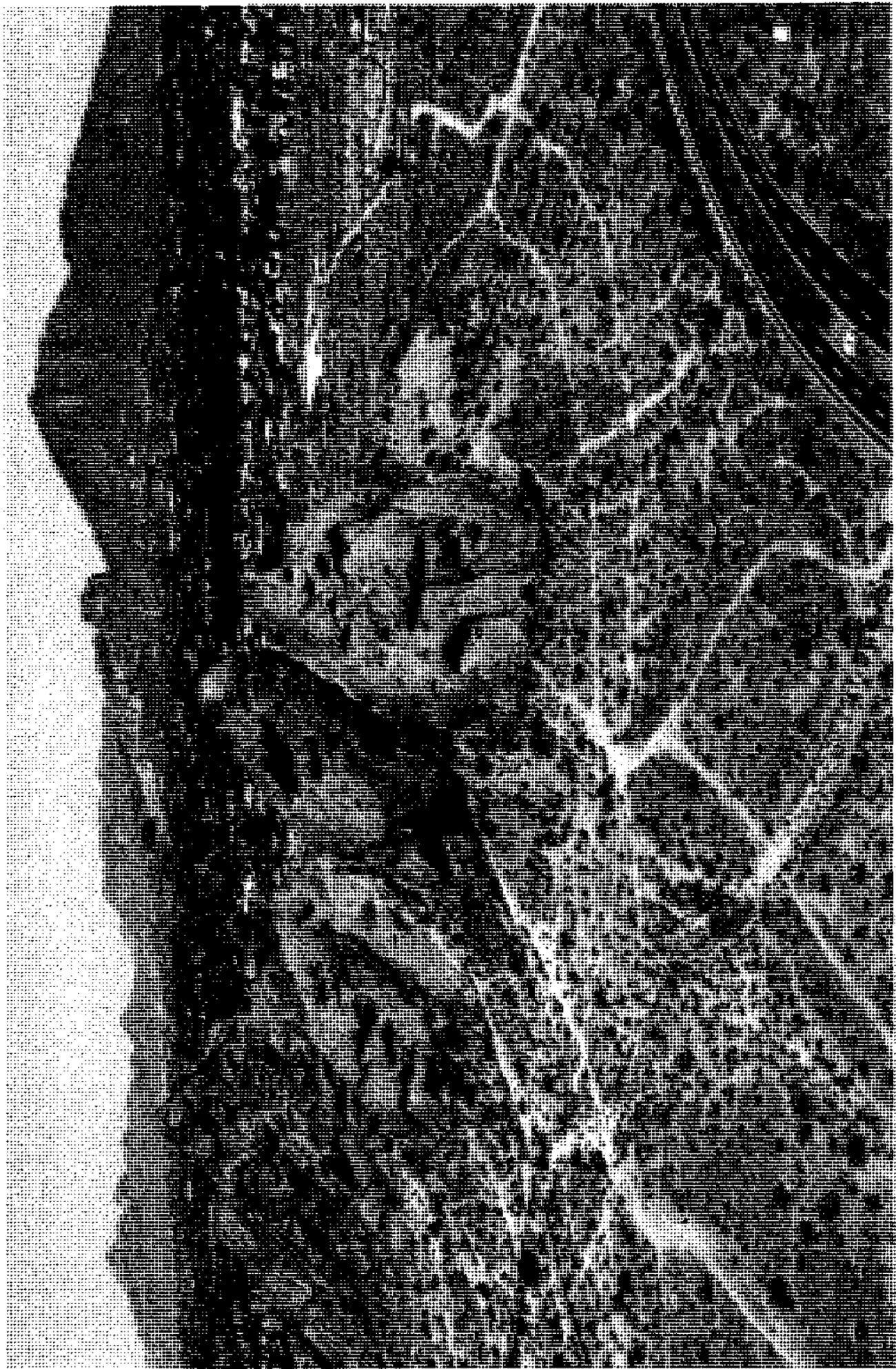
Adopt-an-Area of the Park: In this approach, local neighborhood groups or businesses make a volunteer commitment to maintaining a specific area of a park. Adopt-an-Area of the Park arrangements are particularly well-suited for a park like Papago Park.

Adopt-a-Trail: This is similar to Adopt-a-Park but involves sponsorship of a segment of a trail (e.g., one mile) for maintenance purposes.

Community Service Workers: Community Service Workers are assigned by the court to pay off some of their sentence through maintenance activities in parks, such as, picking up litter, removing graffiti and assisting in painting or fix up activities. Most workers are assigned 30 to 60 hours of work.



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CONCLUSION

The Papago Park Regional Master Plan marks a milestone in the history and development of the park – the Salt River Pima-Maricopa Indian Community and the cities of Tempe, Phoenix and Scottsdale came together to develop a long range vision for the future development and management of the park. This framework Regional Master Plan was designed to address the major issues facing the park that affect not only the delicate desert environment, cultural and biological resources, but public enjoyment of the park as well. Papago Park has had a long history as a “go anywhere” park. These accepted patterns of use have endangered one of the Valley of the Sun’s precious jewels. Through this intensive use, the park is literally being “loved to death”. The tools in this master plan will help “love it back to life” with consistency and careful thought. The lack of an existing holistic management approach has made it nearly impossible for the operational partners to successfully manage the park’s resources. The purpose of this master plan is to develop a shared set of objectives, guidelines and goals that meet the needs of the park and have the strength and clarity to direct protection efforts, growth and change appropriately. The vision and mission statements will provide the guidance to measure future decisions that affect the park.

These objectives, guidelines and goals were developed from a process that examined past master plans, encouraged public involvement through use of a website and public workshops, interviews of stakeholders and focus groups, input from staff, ad hoc and executive committees. This strategically planned program provides a flexible, yet foundational plan or “road map”, for future decision making to streamline the process and assist in implementation. While this master plan and its many parts have the ability to provide all the tools required to make Papago Park a Great American Park, it is only as good as the plan’s enforcement. One without the

other will not support the vision and mission set forth in this master plan. Therefore the management of the park will play a large role in the success of the parks identity, connectivity and education. As stated in the beginning of this plan, the most notable finding of the Consultant Team is that all of the right ingredients are already present for Papago Park to reach the status of a Great American Park.

The intention of the following recommendations is to provide a master plan that will promote the park along with its many assets, reinforce the connectivity within the park and its surrounding areas and to provide educational opportunities within the park through interpretive messages that celebrate the cultural, historical, archaeological and ecological qualities unique to Papago Park. The key recommendations of this plan are:

Improved Collaborative Management

Operating entities on-site can work together more closely to manage all of Papago Park in a more unified, strategic direction.

Link Existing Signature Amenities

Papago Park already contains some vital ingredients to be a Great American Park, but is not getting credit for these signature amenities being a part of the park.

Cooperative Branding and Messaging

Papago Park and its operating partners can retain their individual distinction while engaging in a co-branding campaign that features standard messages which provides residents and visitors to Central Arizona a greater sense of the importance of the park to the region.

Strengthen Sense of Place

There are a multitude of detail-oriented projects that can dramatically strengthen the sense of place at Papago Park including arrival signage, orientation kiosks

and consistency of design and operating standards for amenities and assets within the park.

Upgrade Infrastructure

There are numerous examples of aged infrastructure within the park that detract and wither the operating potential of amenities on-site or the visitor experience. These include everything from utilities, parking, shade and connectivity.

Progressive Management Techniques

The unique environment and operating circumstances of Papago Park provide opportunities for progressive management techniques that can improve the best practices of the managing entities, as well as, preserve the integrity of the natural, cultural and historic resources of the site and the visitor experience. This includes establishing distinctive management zones, maintaining a collaborative management “roundtable”, developing and maintaining a unified website and marketing initiative for the park as a whole and collectively pursuing national awards and recognition for Papago Park.

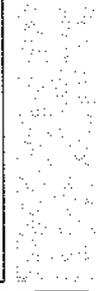
Visitor Center

The concept of a strategically located visitor center is one that can provide the value-added aspects to the visitor experience and the important messaging and interpretation of the natural and cultural significance of the park and the Sonoran Desert without encumbering either municipality with unrealistic operational funding requirements.

Each recommendation or area of focus is important, but more than that, the strategic approach of their interconnection is what will enhance and reinforce the others to create a truly comprehensive plan for Papago Park that will protect, preserve and enhance the physical, social, recreational and cultural resources the park provides to the region.

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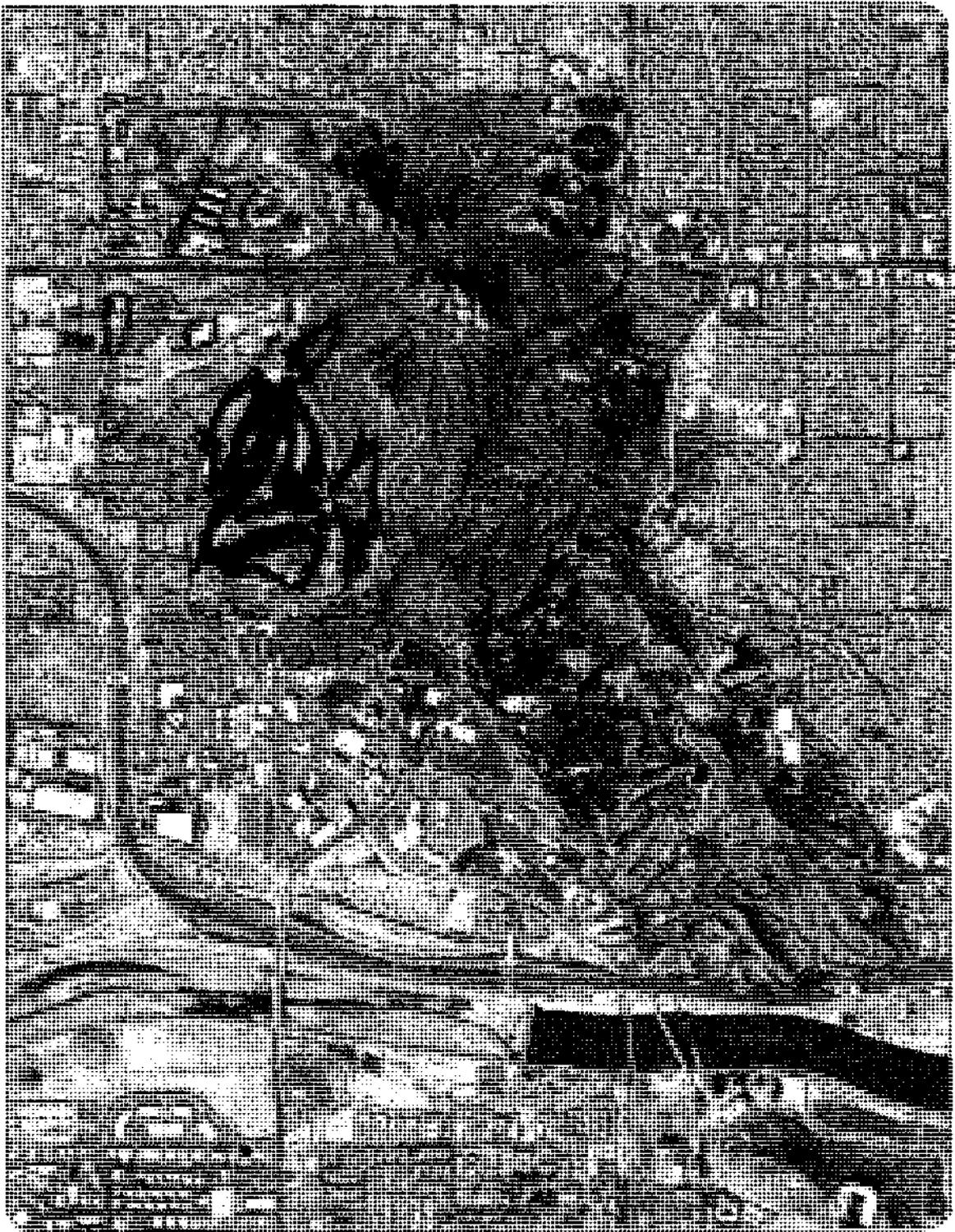
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MAPS AND PLANS



Aerial Photo



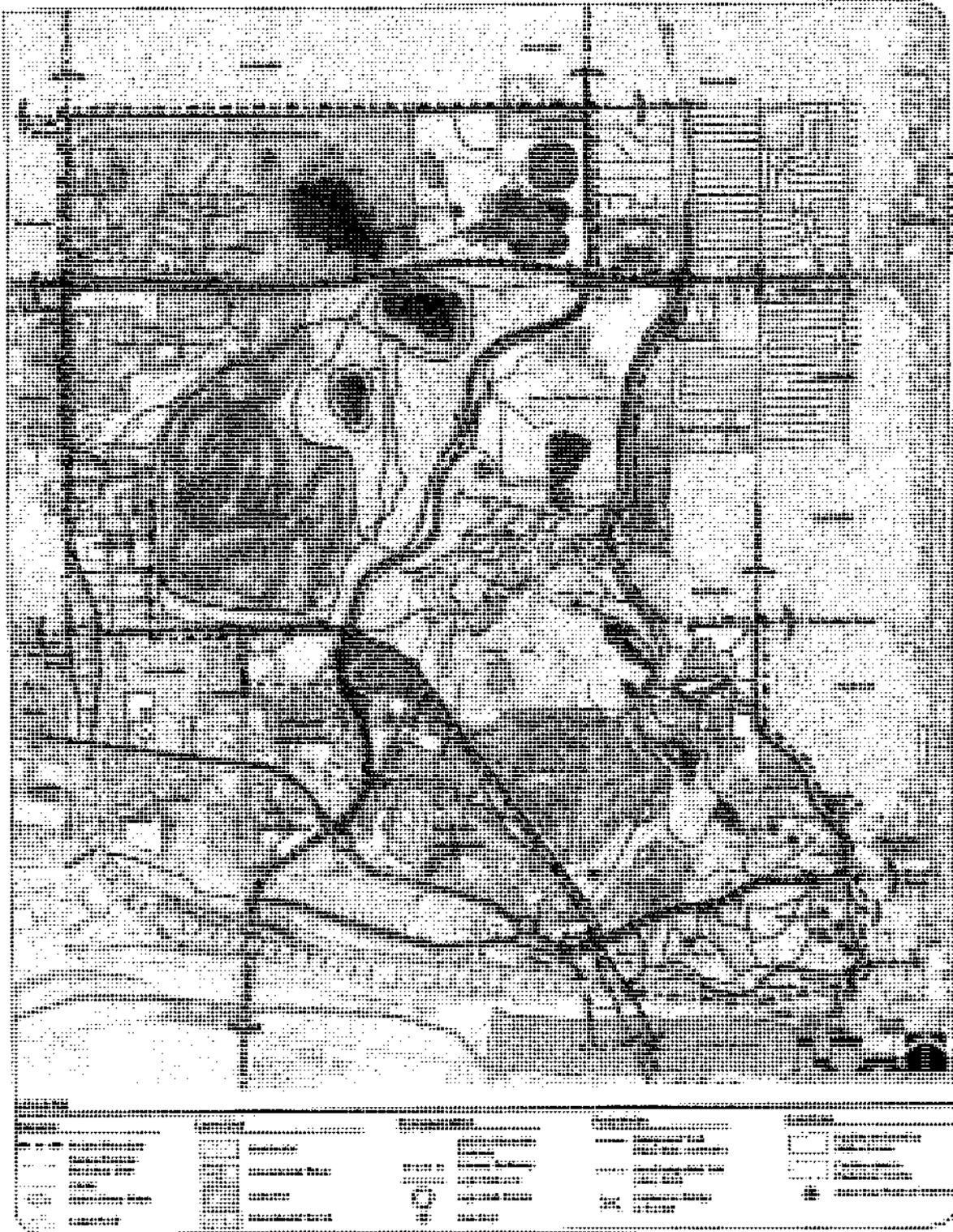
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MAPS AND PLANS

Site Context Graphic



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MAPS AND PLANS
Existing Conditions Graphic

OPINION OF PROBABLE COST

Improvements:	
Restore, historic architectural resources	TBD
Repair, and maintain any historic architectural resources	TBD
Preserve and protect archaeological sites eligible for the National Register of Historic Places	TBD
Provide cultural resource sensitivity training to key park staff	TBD
Develop interpretive materials for cultural resources	\$50,000- \$75,000
Enhance plant and wildlife diversity through use of native species	TBD
Restore tamarisk-dominated areas with native trees and shrubs	TBD
Implement a program to control invasive plant species	TBD
Use native plantings to restore disturbed areas	\$1,000,000- \$2,000,000
Consider measures to improve/protect habitat for fish	TBD
Install interpretive signage explaining biological and cultural resources	TBD
Incorporate interpretive exhibits/displays	\$100,000- \$250,000

Improvements:	
Install identity components at major park entries	\$1,000,000- \$2,000,000
Install identity components at minor park entries	\$1,000,000- \$2,000,000
Install identity components along the park perimeter	\$250,000- \$750,000
Install identity components at destination entries	\$250,000- \$500,000
Install wayfinding vehicular components at off-site locations	\$100,000- \$250,000
Install wayfinding vehicular components at on-site locations	\$100,000- \$250,000

Improvements:	
Install wayfinding pedestrian components at off-site locations.	\$100,000- \$250,000
Install wayfinding trail components	\$100,000- \$250,000
Install general kiosks	\$250,000- \$500,000
Install educational/interpretive kiosks	\$200,000- \$400,000
Install recreational kiosks	\$200,000- \$400,000
Produce an overall park and trails map	\$50,000- \$75,000
Install interpretive signage	TBD
Incorporate interpretive exhibits/displays	\$100,000- \$250,000

Improvements:	
Clearly delineate trails	\$200,000- \$500,000
Eliminate undesignated "spider" trails	\$750,000- \$1,000,000
Create and implement consistent trail standards	TBD
Install trail and pedestrian wayfinding signage components	\$100,000- \$250,000
Construct grade-separated crossings	\$1,000,000- \$2,000,000
Link the park to the light rail stations via shuttle and pedestrian connections	\$100,000- \$250,000

Improvements	
Upgrade existing utilities and infrastructure	\$3,000,000- \$5,000,000
Investigate offsite parking partnerships	TBD
Construct a visitor's/ Interpretive center and area.	\$5,000,000- \$7,000,000
Investigate off-site partnership opportunities for regional visitor/ education center	TBD
Construct grade separated crossings	\$3,000,000- \$5,000,000
Increase shade at playgrounds and trails	\$500,000- \$1,000,000
Establish a Papago Park shuttle and route	TBD
Upgrade existing lighting	\$1,000,000- \$3,000,000
Create a mountain bike skills area	\$500,000- \$1,000,000
Renovate and upgrade existing park amenities	\$1,000,000- \$3,000,000

Improvements	
Seek out volunteer groups to help repair or clean up the park	TBD
Establish a collaborative management committee	TBD
Develop and maintain an overall park website	\$25,000- \$75,000
Establish consistent management zone practices	TBD
Manage to control/prevent unauthorized uses	TBD
Establish operations standards	TBD
Establish development and renovations standards	TBD
Establish core programs, services and partnerships	TBD
Establish a holistic marketing and communications plan	\$500,000- \$750,000
Research and develop reliable funding sources	TBD

Note:

Projected costs are representative of 2009 dollars and are intended to be used as an order of magnitude only. They are not intended to be detailed estimates due to the framework nature of the master plan. Actual costs may vary as they are affected by means, methods and other economic forces.

WHEN RECORDED, RETURN TO:

City of Scottsdale
c/o City Clerk
3939 North Drinkwater Boulevard
Scottsdale, Arizona 85251

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of the _____ day of _____, 20____, by and between CITY OF SCOTTSDALE, an Arizona municipal corporation, having a mailing address of 3939 North Drinkwater Boulevard, Scottsdale, Arizona 85251 ("Tenant"), and the City of Phoenix, an Arizona municipal corporation, having an address of 200 West Washington, Phoenix, Arizona 85003 ("Landlord").

WITNESSETH:

That in consideration of the rents, covenants, and conditions more particularly set forth in a certain Lease between Landlord and Tenant dated _____, 20____ (the "Lease"), Landlord and Tenant do hereby covenant, promise, and agree as follows:

1. **Defined Terms.** Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Lease.

2. **Leased Premises.** Landlord does lease unto Tenant and Tenant does lease from Landlord for the Term (as hereinafter defined) the real property described in **Exhibit A** attached hereto and made a part hereof, together with all improvements, rights, privileges, permits and approvals and other appurtenances associated therewith (the "Premises").

3. **Term.** The "Term" of the Lease shall commence on the Commencement Date and unless sooner terminated under the terms and conditions contained in the Lease, shall continue for thirty-five (35) years. The Term may be extended for two (2) five (5) year periods subject to consent by the Phoenix City Council and the Scottsdale City Council.

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4. **Restricted Uses.** Except as may otherwise be agreed to in writing by Landlord, the Premises may be used for any Permitted Use (as such term is defined in Section 6.1 of the Lease).

5. **Effect of Memorandum.** The sole purpose of this instrument is to give notice of the Lease and its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Lease and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Lease or determine the intent of the parties under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first written above.

LANDLORD

THE CITY OF PHOENIX, an Arizona
municipal corporation

By: _____
Name printed: _____
Its: _____

ATTEST:

By: _____
Name printed: _____
City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

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TENANT
THE CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

By: _____
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Bruce Washburn, City Attorney
By: Margaret Wilson, Senior Assistant City Attorney

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EXHIBIT A
Legal Description

That portion of the Southeast Quarter of Section 33, Township 2 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of said Section 33, from which the South Quarter corner of said Section 33 bears S 89°41'44" W, a distance of 2688.12 feet;

THENCE along the South line of the Southeast Quarter of said Section 30, S 89°41'44" W, a distance of 726.76 feet;

THENCE leaving said South line, N 00°18'16" W, a distance of 371.96 feet to the **POINT OF BEGINNING**;

THENCE S 88°41'44" W, a distance of 175.40 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 254.14 feet with a chord bearing of N 70°05'22" W, a distance of 381.78 feet;

THENCE along the arc of said curve, to the right, through a central angle of 97°22'33" for an arc length of 431.92 feet;

THENCE N 09°41'09" W, a distance of 133.10 feet;

THENCE S 88°21'32" W, a distance of 99.79 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 146.43 feet with a chord bearing of S 50°21'18" W, a distance of 199.05 feet;

THENCE along the arc of said curve, to the right, through a central angle of 85°38'16", for an arc length of 218.86 feet;

THENCE N 78°25'26" W, a distance of 94.71 feet;

THENCE S 83°08'48" W, a distance of 74.84 feet to the beginning of a non-tangent curve concave northerly having a radius of 178.85 feet with a chord bearing of N 76°52'49" W, a distance of 116.05 feet;

THENCE along the arc of said curve, to the right, through a central angle of 37°51'47", for an arc length of 118.19 feet;

THENCE N 58°04'21" W, a distance of 100.16 feet;

THENCE N 26°45'56" W, a distance of 186.88 feet;

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THENCE N 03°28'13" E, a distance of 76.71 feet;

THENCE N 48°13'20" W, a distance of 74.62 feet;

THENCE N 16°20'55" W, a distance of 301.37 feet;

THENCE N 00°36'21" E, a distance of 55.94 feet;

THENCE N 18°46'50" E, a distance of 82.44 feet;

THENCE N 26°51'30" E, a distance of 74.73 feet to the beginning of a non-tangent curve concave southerly having a radius of 266.61 feet with a chord bearing of N 83°25'33" E, a distance of 364.97 feet;

THENCE along the arc of said curve, to the right, through a central angle of 86°23'11", for an arc length of 401.98 feet;

THENCE S 48°47'29" E, a distance of 112.43 feet;

THENCE N 29°49'19" E, a distance of 99.98 feet;

THENCE N 03°37'35" E, a distance of 55.39 feet;

THENCE N 51°07'06" E, a distance of 197.60 feet;

THENCE S 68°12'34" E, a distance of 44.67 feet;

THENCE S 81°38'45" E, a distance of 197.16 feet;

THENCE S 15°49'58" E, a distance of 61.14 feet;

THENCE S 55°02'29" E, a distance of 269.12 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 536.44 feet with a chord bearing of S 71°56'11" E, a distance of 278.24 feet;

THENCE along the arc of said curve, to the left, through a central angle of 30°03'42", for an arc length of 281.46 feet;

THENCE S 88°44'47" E, a distance of 132.97 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 252.46 feet with a chord bearing of S 56°03'13" E, a distance of 207.31 feet;

THENCE along the arc of said curve, to the right, through a central angle of 48°29'00", for an arc length of 213.63 feet;

EXHIBIT A to Exhibit G

Page 2 of 3

Contract No. 2018-201-COS

EXHIBIT A Page 171 of 172 to Contract No. 2018-202-COS

THENCE S 01°34'20" E, a distance of 49.29 feet to the beginning of a non-tangent curve concave westerly having a radius of 277.67 feet with a chord bearing of S 02°27'46" W, a distance of 231.50 feet;

THENCE along the arc of said curve, to the right, through a central angle of 49°16'25", for an arc length of 238.79 feet;

THENCE S 00°18'49" E, a distance of 136.37 feet;

THENCE S 14°41'54" E, a distance of 111.67 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 234.25 feet with a chord bearing of S 45°55'07" W, a distance of 390.61 feet;

THENCE along the arc of said curve, to the right, through a central angle of 112°58'12", for an arc length of 461.87 feet;

THENCE N 75°41'31" W, a distance of 106.69 feet to the **POINT OF BEGINNING**.

Said parcel contains 36.75 acres (more or less)



Expires: 9/30/2018

EXHIBIT A Exhibit G

Page 3 of 3

Contract No. 2018-201-COS

EXHIBIT A Page 172 of 172 to Contract No. 2018-202-COS

TABLE OF LEASE EXHIBITS
(Document and Exhibit Status Chart)

<u>Exhibit</u>	<u>Page number from Lease</u>	<u>Paragraph</u>	<u>Status and responsible party</u>	<u>Description</u>
A	Page 1	Recital paragraph A	City of Scottsdale	Legal description
B	Page 1	Recital paragraph A	City of Scottsdale	Depiction of the Facility
C	Page 4	2.3.1	City of Scottsdale	Illustration of perimeter walking trail
D	Page 4 and 7	2.3.2 and 6.5	City of Scottsdale	Illustration of overflow parking lot location and depiction conceptually approved improvements
E	Page 5	3.1	City of Scottsdale (attached)	Insurance requirements
F	Page 17	18.2(e)	City of Phoenix	Permitted Encumbrances
G	Page 22	22.8	City of Scottsdale (attached)	Memorandum of Lease

[Note: This page is not part of the agreement. Remove it before the city council meeting.]

RE_ [EXTERNAL] Meeting with NPS official yester....pdf

From: [Benge, Shawn T](#)
To: [Foster, Maureen D](#); [Vela, Raymond \(David\)](#)
Cc: [Farinelli, Susan](#)
Subject: RE: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
Date: Thursday, July 16, 2020 1:31:58 PM

Thanks for sharing Maureen. Brandon is a good egg and doing amazing work.

From: Foster, Maureen D
Sent: Thursday, July 16, 2020 3:22 PM
To: Vela, Raymond (David) ; Benge, Shawn T
Cc: Farinelli, Susan
Subject: Fw: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
Nice shut out for Brandon!

Maureen D. Foster
Chief of Staff
Office of the Assistant Secretary
for Fish and Wildlife and Parks
Udall Interior Building
1849 C Street, NW; Room 3161
Washington, DC 20240
202.208.5970 (desk)
202.306.3845 (mobile)
202.208.4416 (main)

From: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>
Sent: Thursday, July 16, 2020 3:16 PM
To: Jorjani, Daniel H <daniel.jorjani@sol.doi.gov>; Bies, Brandon <Brandon_Bies@nps.gov>
Cc: Foster, Maureen D <maureen_foster@ios.doi.gov>
Subject: FW: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
Dan a nice note from a citizen who had reached out to our office for assistance. I was able to find the incredibly able Brandon Bies in NPS who connected him with a resource on the ground. The real thanks for attentiveness to our constituents goes to NPS and Brandon.
Maureen, thanks for forwarding to Brandon and getting the ball rolling!
Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: J. Deal <jdeal@hotmail.com>
Sent: Thursday, July 16, 2020 3:03 PM
To: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>
Subject: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Mr. Daniel Jorjani

Solicitor

Department of the Interior

C/O Marigrace Caminiti

Dear Sir:

I want to thank you for having Mr. Patrick Putnam from the Phoenix NPS office meet with us. He is a hero. He was 8 minutes early and walked around with us for one hour in 111 degree Summer heat. He asked lots of questions which we tried to answer to the best of our ability. I sent him the email below with the attached documents. These should answer most of his questions about legal issues relating to the use of Papago park. The law is not only clear, but it is included in the Lease.

As I told Mr. Putnam, the whole thing is messy. Messy with a capital M. If they had listened to our concerns six months ago, maybe this issue would be less problematic. Funny thing, this week the Assistant Parks Director sent me an email asking us to meet with the officials of Phoenix and Scottsdale. I am not sure but it may have been that they heard from a Phoenix Councilman that someone from the US Government / DOI would look into the matter. Maybe it was the threat of an injunction or maybe even an email sent last week about possible use irregularities in other concessions in the Papago Park. It has been really hard to get their attention.

Anyway, time marches on and I have no idea where this is going. All this old man wanted was for them to stop taking bites out of my childhood park. That wasn't too much to ask, was it? It is always nice to talk to Ms. Marigrace. She is so pleasant and attentive. Give her a raise.

Sincerely,

J. Arthur Deal

Re_ [EXTERNAL] Meeting with NPS official yester..._1.pdf

From: [Reynolds, Michael T](#)
To: [Bies, Brandon](#); [Kirby, Kris M](#); [Hammond, Katharine \(Kate\) H](#); [Putnam, Patrick A](#)
Subject: Re: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
Date: Thursday, July 16, 2020 2:26:48 PM

Nice job Patrick thank you! Thanks also Brandon.

Michael Reynolds
Regional Director
National Park Service
Interior Regions 6,7,8
Lakewood, CO
303.969.2503 desk
209 347 6500 cell

From: Bies, Brandon
Sent: Thursday, July 16, 2020 2:23 PM
To: Reynolds, Michael T ; Kirby, Kris M ; Hammond, Katharine (Kate) H ; Putnam, Patrick A
Subject: Fw: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
All,

Just passing along a nice note from the SOL and from Mr. Deal about his appreciation of NPS's attention to his issue. Thanks all for taking care of this one.

Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Caminiti, Mariagrazia
Sent: Thursday, July 16, 2020 3:16 PM
To: Jorjani, Daniel H ; Bies, Brandon
Cc: Foster, Maureen D
Subject: FW: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
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Maureen, thanks for forwarding to Brandon and getting the ball rolling!
Mariagrazia Caminiti

Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: J. Deal

Sent: Thursday, July 16, 2020 3:03 PM

To: Caminiti, Mariagrazia

Subject: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park

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Mr. Daniel Jorjani
Solicitor
Department of the Interior
C/O Marigrace Caminiti

Dear Sir:

I want to thank you for having Mr. Patrick Putnam from the Phoenix NPS office meet with us. He is a hero. He was 8 minutes early and walked around with us for one hour in 111 degree Summer heat. He asked lots of questions which we tried to answer to the best of our ability. I sent him the email below with the attached documents. These should answer most of his questions about legal issues relating to the use of Papago park. The law is not only clear, but it is included in the Lease.

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Anyway, time marches on and I have no idea where this is going. All this old man wanted was for them to stop taking bites out of my childhood park. That wasn't too much to ask, was it? It is always nice to talk to Ms. Marigrace. She is so pleasant and attentive. Give her a raise.

Sincerely,

J. Arthur Deal

RE_ [EXTERNAL] Meeting with NPS official yester...(1).pdf

From: [Caminiti, Mariagrazia](#)
To: [Bies, Brandon](#); [Tanner, John R](#); [Foster, Maureen D](#)
Subject: RE: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
Date: Thursday, July 16, 2020 2:27:19 PM

You guys did it all – thanks Brandon for taking this citizen call.

Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: Bies, Brandon
Sent: Thursday, July 16, 2020 4:25 PM
To: Jorjani, Daniel H ; Caminiti, Mariagrazia
Cc: Foster, Maureen D ; Tanner, John R
Subject: Re: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
Thanks, everyone - happy to help. I've also passed along the appreciation to the regional and park staff who worked directly with Mr. Deal.
Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Jorjani, Daniel H <daniel.jorjani@sol.doi.gov>
Sent: Thursday, July 16, 2020 3:47 PM
To: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>; Bies, Brandon <Brandon_Bies@nps.gov>
Cc: Foster, Maureen D <maureen_foster@ios.doi.gov>; Tanner, John R <john_tanner@ios.doi.gov>
Subject: Re: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
Marigrace - I agree that Brandon Bies is a superstar and Maureen Foster is a phenomenon. Copying John to keep in loop. Thank you all for all that you do. -Dan
Get [Outlook for iOS](#)

From: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>
Sent: Thursday, July 16, 2020 3:17 PM
To: Jorjani, Daniel H; Bies, Brandon
Cc: Foster, Maureen D
Subject: FW: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
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Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: J. Deal <jdeal@hotmail.com>
Sent: Thursday, July 16, 2020 3:03 PM
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Subject: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park

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Mr. Daniel Jorjani

Solicitor

Department of the Interior

C/O Marigrace Caminiti

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Sincerely,

J. Arthur Deal

Fwd_ [EXTERNAL] Meeting with NPS official yeste....pdf

From: [Reynolds, Michael T](#)
To: [Roth, Aaron T](#)
Subject: Fwd: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
Date: Thursday, July 16, 2020 2:27:53 PM

Michael Reynolds
NPS Regional Director
Interior Regions 6,7,8
Lakewood, CO
303 969 2503 office
209 347 6500 cell
Sent from mobile

From: Reynolds, Michael T
Sent: Thursday, July 16, 2020 2:26:47 PM
To: Bies, Brandon ; Kirby, Kris M ; Hammond, Katharine (Kate) H ; Putnam, Patrick A
Subject: Re: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park
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Regional Director
National Park Service
Interior Regions 6,7,8
Lakewood, CO
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Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)

National Park Service
202-439-7330 (cell)

From: Caminiti, Mariagrazia

Sent: Thursday, July 16, 2020 3:16 PM

To: Jorjani, Daniel H ; Bies, Brandon

Cc: Foster, Maureen D

Subject: FW: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park

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Mariagrazia Caminiti

Executive Assistant

Office of the Solicitor

1849 C Street, NW, 6352

Washington, DC 20240

Direct: 202-208-3111

Cell: 202-528-0486

WCell: 202-359-2949

From: J. Deal

Sent: Thursday, July 16, 2020 3:03 PM

To: Caminiti, Mariagrazia

Subject: [EXTERNAL] Meeting with NPS official yesterday, about Papago Park

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Mr. Daniel Jorjani

Solicitor

Department of the Interior

C/O Marigrace Caminiti

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It is always nice to talk to Ms. Marigrace. She is so pleasant and attentive. Give her a raise.

Sincerely,

J. Arthur Deal

[EXTERNAL] More destruction at Papago park.pdf

From: [J. Deal](#)
To: [Putnam, Patrick A](#)
Cc: [Friends of Papago Park](#)
Subject: [EXTERNAL] More destruction at Papago park
Date: Wednesday, July 29, 2020 3:21:33 PM

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Mr. Putnam,

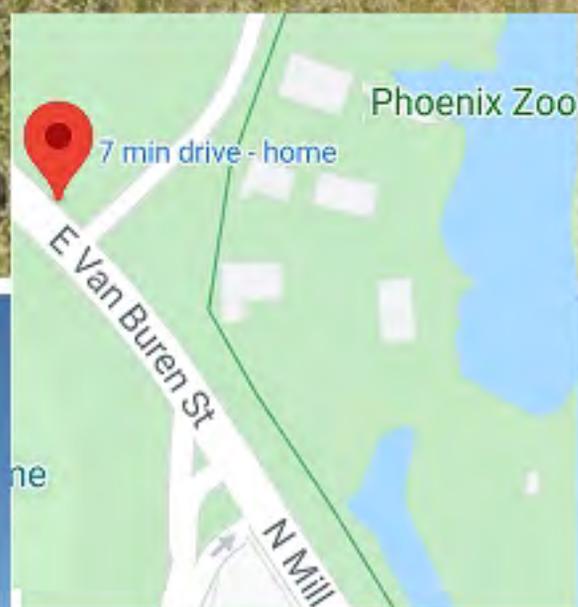
This week a member of the Friends of Papago Parks group notified Lasse that they are bulldozing an area near the old entrance of the (Maytag) Phoenix zoo. Until last week this was open desert sage; now it is behind a fence and the vegetation is gone (see picture). We do not know the purpose of this project, but it is probably another one of the unending "improvements" that always result in less park. Just last week Lasse and I talked to the Assistant Director of Phoenix Parks, who admitted that they "need to be more open and do better outreach to the community" -- and then they do this, without telling us or any public input! It can't be an expansion of the zoo because the zoo has been basically closed for 6 months.

As I said, the Cities of Phoenix and Scottsdale do not see Papago Park as a park; to them it is just a land resource to be used as needed without regard to the intended purpose for which the park was created.

Respectfully,

A. Arthur Deal

Early 2020



July 2020

Re_ [EXTERNAL] Papago Park - More destruction b....pdf

From: [Bies, Brandon](#)
To: [Caminiti, Mariagrazia](#)
Subject: Re: [EXTERNAL] Papago Park - More destruction by City of Phoenix
Date: Monday, August 3, 2020 6:45:11 PM

Thanks - yes, I suspect you will likely find yourself as a cc now on many of these messages. I agree there is no action needed by SOL. I will forward this to our NPS contacts there for their awareness.

Thanks

Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Caminiti, Mariagrazia
Sent: Monday, August 3, 2020 3:55 PM
To: Bies, Brandon
Subject: FW: [EXTERNAL] Papago Park - More destruction by City of Phoenix
Fyi—I'm not sure there is anything for our office to act on, but sharing the information.
Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: Friends of Papago Park
Sent: Monday, August 3, 2020 3:40 PM
To: Cynthia Aguilar ; Inger Erickson ; scott.covey@phoenix.gov
Cc: Mayor Gallego ; council.district.6@phoenix.gov; Caminiti, Mariagrazia ; Smith, Michael S ; Luciano, Lorraine A ; Holmes, Courtney ; Wasu, Sonu ; Longhi, Lorraine ; caseinquiry@goldwaterinstitute.org; grand.canyon.chapter@sierraclub.org; ed.montini@arizonarepublic.com; Gregg Bach ; Receptionist PKS
Subject: [EXTERNAL] Papago Park - More destruction by City of Phoenix

[This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.]

To: City of Phoenix Parks Department, Inger Erickson, Cynthia Aguilar, Scott Covey

CC:

- City of Phoenix Mayor Gallego
- Councilman Sal DiCiccio
- Department of The Interior
- Arizona Republic
- ABC15 News
- Sierra Club
- Goldwater Institute

We are, once again, receiving news of a highly concerning project that the City of Phoenix has initiated at Papago park. This time, an 8+ acre new parking lot located north of Van Buren, and East of Galvin Parkway is being built - ripping up our Papago desert.

This seems highly confusing to me personally as I was on a video WebEx conference on July 21st with City of Phoenix Parks Department, led by Cynthia Aguilar, discussing the failed Baseball Training Facility Project, and how stealing land from the desert, and giving it to a private for-profit entity was not in the people's desires, nor the Papago masterplan. During that call, the city said that perhaps better public input could have been sought. Not ONCE did they mention what was about to happen down the corner.



Is this the view we want?



Per the Papago masterplan, the **LEAST** desirable outcome for the park is "Increased parking opportunity" (reference page 44)

Most Desirable Outcomes (top 10):

- 1) Improved park connectivity
- 2) Improved condition of natural and cultural resources
- 3) Protected desert/ open space
- 4) Limited development regarding natural and cultural significance
- 5) Preserved native plants and wildlife diversity
- 6) Reduced impact from heavy use
- 7) Better defined trail system
- 8) Preservation of cultural/ historical resources
- 9) Increased plant cover and wildlife habitat
- 10) Broaden and enhance user experience with links to desired trails and amenities

Least Desirable Outcomes (top 10):

- 1) Increased parking opportunities
- 2) Increased access to information about food availability
- 3) Designate visitor center
- 4) More information on restrooms
- 5) Enhanced amenities
- 6) Increased public engagement in Papago Park
- 7) Enhanced visual quality
- 8) Increased security and visitor safety
- 9) Increased knowledge of water availability
- 10) Protected wildlife diversity

6. Does the Conceptual Master Plan address the most important outcomes for Papago Park?

	Responses	Percentage
Yes	35	87
No	5	13
Total:	40	100

92.9% of the total respondents wanted to “Preserve natural habitat and open space by selecting areas that would be restricted from future construction and development” (reference page 41)

Natural Resources

Strongly Support	Strongly Support Responses	Total Question Responses	Percentage of Total Responses
Preserve natural habitat and open space by selecting areas that would be restricted from future construction and development.	65	70	92.9%
Provide signage to educate users about the sensitivity of the desert ecosystem.	61	68	89.7%
Designate official trail system and demarcate designated trails.	61	68	89.7%
All organizations operating within the park should uniformly adopt and implement goals and strategies selected to restore the quality of the park's natural resources.	59	69	84.2%

Do we need more parking? **NO!** There is a perfectly usable lot at the Phoenix Municipal stadium, located 2,400 ft away, vs the new lot that will be 1,400 ft away. The overflow happens once a year, for December weekends during the Zoo Lights. We estimate this to be 100-140 hours each year. Why not run a shuttle bus?

See below:

3. Overview of work being done... Note stadium parking.

So, another desert area of Papago Park (about 8 acres) is being devastated, for an unneeded parking lot. The image is of a November 2018 weekend. The overflow area at the stadium is unused. That area is basically only used for the Christmas Lights event. Why do they keep doing this?

Note that in the Papago Park Masterplan the No. 1 public response was "Preserve natural habitat and open space by selecting areas that would be restricted from future construction and development". 'More parking' was the least desirable outcome.

Stadium Overflow Used by Zoo (rarely)

Expansion area

Vegetation destroyed

car/bus parking

Main Zoo parking

Zoo

Zoo

Zoo

2,400 ft

349,900 ft²

1,401 ft

8 acres

July 31, 2020

July 31, 2020

500 ft

Why will the City of Phoenix Parks Department simply not listen to the wishes of the public? The Papago Masterplan from 2010 was created between City

Officials and the local residents, spending thousands of hours to have a comprehensive guiding plan.
(https://www.phoenix.gov/parkssite/Documents/PKS_NRD/PKS_NRD_Papago_Park_Master_Plan.pdf).

Yet the City of Phoenix continues to fully ignore it. Here are the recent examples within just the past 4 years:

- 1) Paved desert trails around the golf course area
- 2) Expanded golf course into protected desert zone – Taking away 13+ acres in the process. Majority was taken from areas marked as “protected desert zone”
- 3) Paved a new asphalt access road across protected desert zone (McDowell Rd to Golf course)
- 4) Expanded baseball training facility into desert land, grabbing 10+ acres of desert. This will be given to a private for-profit entity (ongoing)
- 5) Expanding zoo parking into desert area. 8+ acres (ongoing)

At this rate, Papago Park will be gone within a decade.

We ask that City Officials **immediately halt this project and cease further destruction of Papago Park.**

If you are active on social media, feel free to look at our Facebook Page. We encourage you to look at the comments the public are giving. Not a single post or message we have received is in support of this destruction and blatant violation of the Papago Masterplan.

You need to do better.

Thank you,

Lasse Norgaard-Larsen / The Friends of Papago Park team

E-mail: friendsofpapago@gmail.com

Web: <http://www.friendsofpapagopark.org>

Fw_ [EXTERNAL] Papago Park - More destruction b....pdf

From: [Bies, Brandon](#)
To: [Putnam, Patrick A](#)
Cc: [Roth, Aaron T](#)
Subject: Fw: [EXTERNAL] Papago Park - More destruction by City of Phoenix
Date: Monday, August 3, 2020 6:48:37 PM

Patrick,

Mr. Deal has been including the SOL on some recent emails again, so simply passing these along to you for your awareness.

Thanks

Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Caminiti, Mariagrazia
Sent: Monday, August 3, 2020 3:55 PM
To: Bies, Brandon
Subject: FW: [EXTERNAL] Papago Park - More destruction by City of Phoenix
Fyi—I'm not sure there is anything for our office to act on, but sharing the information.
Mariagrazia Caminiti
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To: Cynthia Aguilar ; Inger Erickson ; scott.covey@phoenix.gov
Cc: Mayor Gallego ; council.district.6@phoenix.gov; Caminiti, Mariagrazia ; Smith, Michael S ; Luciano, Lorraine A ; Holmes, Courtney ; Wasu, Sonu ; Longhi, Lorraine ; caseinquiry@goldwaterinstitute.org; grand.canyon.chapter@sierraclub.org; ed.montini@arizonarepublic.com; Gregg Bach ; Receptionist PKS
Subject: [EXTERNAL] Papago Park - More destruction by City of Phoenix

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

To: **City of Phoenix Parks Department, Inger Erickson, Cynthia Aguilar, Scott Covey**

CC:

- City of Phoenix Mayor Gallego
- Councilman Sal DiCiccio
- Department of The Interior
- Arizona Republic
- ABC15 News
- Sierra Club
- Goldwater Institute

We are, once again, receiving news of a highly concerning project that the City of Phoenix has initiated at Papago park. This time, an 8+ acre new parking lot located north of Van Buren, and East of Galvin Parkway is being built - ripping up our Papago desert.

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Is this the view we want?



Per the Papago masterplan, the **LEAST** desirable outcome for the park is "Increased parking opportunity" (reference page 44)

Most Desirable Outcomes (top 10):

- 1) Improved park connectivity
- 2) Improved condition of natural and cultural resources
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	Responses	Percentage
Yes	35	87
No	5	13
Total:	40	100

92.9% of the total respondents wanted to “Preserve natural habitat and open space by selecting areas that would be restricted from future construction and development” (reference page 41)

Natural Resources

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Do we need more parking? **NO!** There is a perfectly usable lot at the Phoenix Municipal stadium, located 2,400 ft away, vs the new lot that will be 1,400 ft away. The overflow happens once a year, for December weekends during the Zoo Lights. We estimate this to be 100-140 hours each year. Why not run a shuttle bus?

See below:

3. Overview of work being done... Note stadium parking.

Note that in the Papago Park Masterplan the No. 1 public response was "Preserve natural habitat and open space by selecting areas that would be restricted from future construction and development". "More parking" was the least desirable outcome.

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Stadium Overflow Used by Zoo (rarely)

Expansion area

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2,400 ft

349,900 ft²

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You need to do better.

Thank you,

Lasse Norgaard-Larsen / The Friends of Papago Park team

E-mail: friendsofpapago@gmail.com

Web: <http://www.friendsofpapagopark.org>

Fw_ [EXTERNAL] More destruction of Papago Park.....pdf

From: [Bies, Brandon](#)
To: [Putnam, Patrick A](#)
Cc: [Roth, Aaron T](#)
Subject: Fw: [EXTERNAL] More destruction of Papago Park. This week!
Date: Monday, August 3, 2020 6:49:04 PM

Here is the second one.

Thanks
Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Caminiti, Mariagrazia
Sent: Monday, August 3, 2020 3:55 PM
To: Bies, Brandon
Subject: FW: [EXTERNAL] More destruction of Papago Park. This week!
Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: J. Deal
Sent: Thursday, July 30, 2020 1:22 PM
To: Caminiti, Mariagrazia
Cc: Friends of Papago Park
Subject: [EXTERNAL] More destruction of Papago Park. This week!

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Mr. Daniel Jorjani
Solicitor
Department of the Interior
C/O Marigrace Caminiti
Dear Sir:

I want to inform you that this week they bulldozed another desert area of Papago park (see photo). This was either the City of Phoenix or the Zoo (a private company). Just last week the Assistant Parks Director told Lasse (Friends of Papago Park) and me that they would be more

attentive to public input about changes to Papago Park landscape. So much for talk about "outreach to the community". Another bite out of the desert landscape and nobody cares. The City of Phoenix does not see Papago Park as a park, but as a resource to be used for whatever inane purpose without regard to public opinion or deed restrictions. By the way, the Zoo already occupies an area far greater than that stipulated in the deed and in the documents designating permitted leases.

I have no idea what Mr. Putnam's report will say, but something needs to be done -- if not to save the desert Sonoran landscape of Papago Park, but to at least make City of Phoenix officials pause, think, consider their actions and request public input before they send in the bulldozers. For years they have been utilizing areas of the Park without respect of its natural habitat or regard to its intended purpose.

It would nice if somebody could make the City of Phoenix understand that they cannot, should not, use the lands given to them by the US Government and State of Arizona for frivolous, fatuous and unintended purposes.

J. Arthur Deal

Friends of Papago Park

Re_ [EXTERNAL] Papago Park - More destruction b...(1).pdf

From: [Bies, Brandon](#)
To: [Caminiti, Mariagrazia](#)
Subject: Re: [EXTERNAL] Papago Park - More destruction by City of Phoenix
Date: Tuesday, August 4, 2020 8:56:11 AM

Sounds good - I forwarded it to our folks in Arizona last night, and will let you know what/if I hear back.

Thanks
Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Caminiti, Mariagrazia
Sent: Tuesday, August 4, 2020 10:02 AM
To: Bies, Brandon
Subject: RE: [EXTERNAL] Papago Park - More destruction by City of Phoenix
No worries- I'm happy to pass on whatever message NPS has to be consistent though. If there is a response you are giving, can you share that and I'll make sure SOL is good with me towing the same line. Thanks.mg
Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: Bies, Brandon
Sent: Monday, August 3, 2020 8:45 PM
To: Caminiti, Mariagrazia
Subject: Re: [EXTERNAL] Papago Park - More destruction by City of Phoenix
Thanks - yes, I suspect you will likely find yourself as a cc now on many of these messages. I agree there is no action needed by SOL. I will forward this to our NPS contacts there for their awareness.
Thanks
Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>
Sent: Monday, August 3, 2020 3:55 PM
To: Bies, Brandon <Brandon_Bies@nps.gov>
Subject: FW: [EXTERNAL] Papago Park - More destruction by City of Phoenix
Fyi—I'm not sure there is anything for our office to act on, but sharing the information.
Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: Friends of Papago Park <friendsofpapago@gmail.com>
Sent: Monday, August 3, 2020 3:40 PM
To: Cynthia Aguilar <cynthia.aguilar@phoenix.gov>; Inger Erickson <inger.erickson@phoenix.gov>; scott.covey@phoenix.gov
Cc: Mayor Gallego <Mayor.gallego@phoenix.gov>; council.district.6@phoenix.gov; Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>; Smith, Michael S <michael_smith@doioig.gov>; Luciano, Lorraine A <lorraine_luciano@doioig.gov>; Holmes, Courtney <CHolmes@abc15.com>; Wasu, Sonu <sonu.wasu@abc15.com>; Longhi, Lorraine <Lorraine.Longhi@gannett.com>; caseinquiry@goldwaterinstitute.org; grand.canyon.chapter@sierraclub.org; ed.montini@arizonarepublic.com; Gregg Bach <Gregg.Bach@phoenix.gov>; Receptionist PKS <Receptionist.pks@phoenix.gov>
Subject: [EXTERNAL] Papago Park - More destruction by City of Phoenix

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To: **City of Phoenix Parks Department, Inger Erickson, Cynthia Aguilar, Scott Covey**

CC:

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- Councilman Sal DiCiccio
- Department of The Interior
- Arizona Republic
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- 1) Improved park connectivity
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92.9% of the total respondents wanted to “Preserve natural habitat and open space by selecting areas that would be restricted from future construction and development” (reference page 41)

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8 acres

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car/bus parking

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You need to do better.

Thank you,

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E-mail: friendsofpapago@gmail.com

Web: <http://www.friendsofpapagopark.org>

RE_ [EXTERNAL] Re_ Papago Park - More destructi....pdf

From: [Caminiti, Mariagrazia](#)
To: [Bies, Brandon](#)
Subject: RE: [EXTERNAL] Re: Papago Park - More destruction by City of Phoenix
Date: Thursday, August 13, 2020 8:12:51 AM

Thanks Brandon. I don't mind and as long as you're okay with me keeping you guys in the loop, it's just another matter to track.

Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: Bies, Brandon

Sent: Thursday, August 13, 2020 7:28 AM

To: Caminiti, Mariagrazia

Subject: Re: [EXTERNAL] Re: Papago Park - More destruction by City of Phoenix

Thanks. Hopefully he will get a response at some point and stop cc'ing you on everything. I think from the NPS perspective they have responded to him (in detail), but I guess we can't control who decides to cc us on messages. Feel free to continue to pass anything else along he sends.

Thanks

Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>

Sent: Wednesday, August 12, 2020 10:38 AM

To: Bies, Brandon <Brandon_Bies@nps.gov>

Subject: FW: [EXTERNAL] Re: Papago Park - More destruction by City of Phoenix

Keeping you in the loop – cheers, mg

Mariagrazia Caminiti
Executive Assistant
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1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: Friends of Papago Park <friendsofpapago@gmail.com>

Sent: Tuesday, August 11, 2020 6:02 PM

To: Cynthia Aguilar <cynthia.aguilar@phoenix.gov>; Inger Erickson <inger.erickson@phoenix.gov>; scott.covey@phoenix.gov

Cc: Mayor Gallego <Mayor.gallego@phoenix.gov>; council.district.6@phoenix.gov; Caminiti, Mariagrazia <Marigrace.Caminiti@sol.doi.gov>; Smith, Michael S <michael_smith@doioig.gov>; Luciano, Lorraine A <lorraine_luciano@doioig.gov>; caseinquiry@goldwaterinstitute.org; grand.canyon.chapter@sierraclub.org; Gregg Bach <Gregg.Bach@phoenix.gov>; Receptionist PKS <Receptionist.pks@phoenix.gov>

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Does this plan not mean anything to you?

We are also aware that several other residents have reached out to the City regarding this project.

Thanks

Lasse Norgaard-Larsen / The Friends of Papago Park team

E-mail: friendsofpapago@gmail.com

Web: <http://www.friendsofpapagopark.org>

On Mon, Aug 3, 2020 at 12:39 PM Friends of Papago Park <friendsofpapago@gmail.com> wrote:

To: **City of Phoenix Parks Department, Inger Erickson, Cynthia Aguilar, Scott Covey**

CC:

- City of Phoenix Mayor Gallego
- Councilman Sal DiCiccio
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- Arizona Republic
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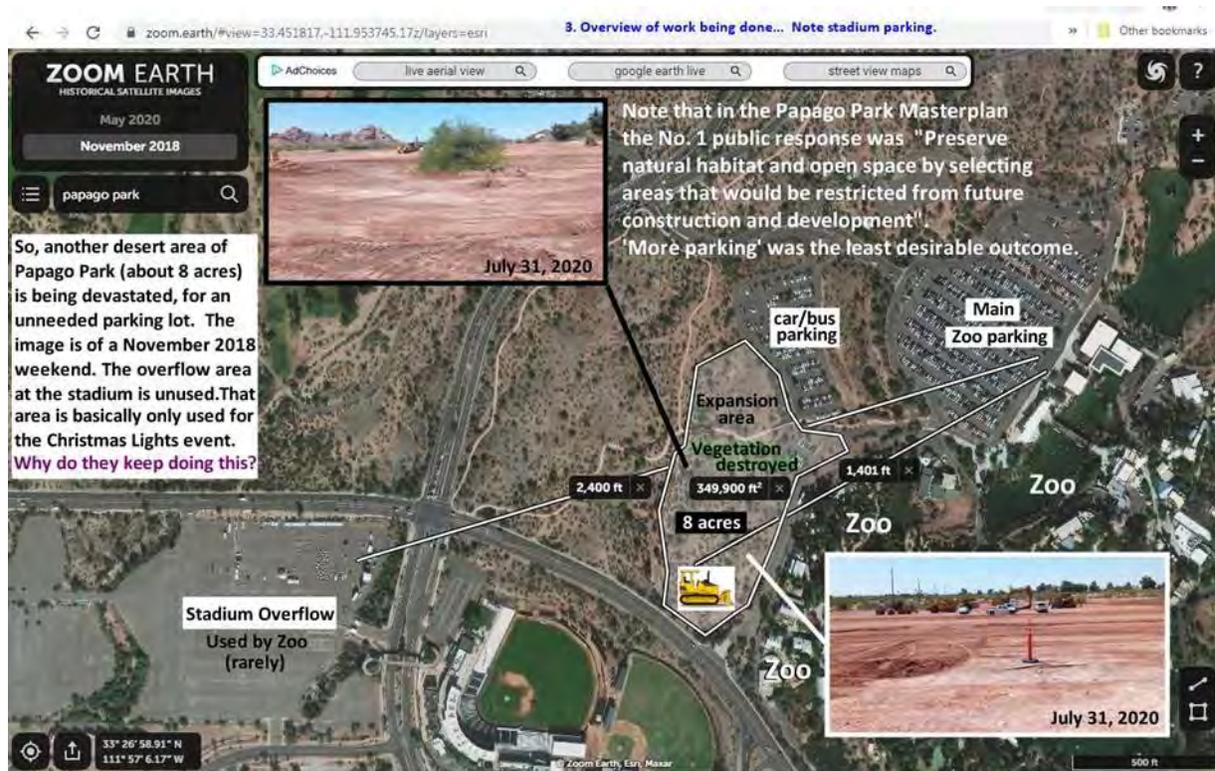
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Re_ [EXTERNAL] Re_ Papago Park - More destructi..._1.pdf

From: [Bies, Brandon](#)
To: [Caminiti, Mariagrazia](#)
Subject: Re: [EXTERNAL] Re: Papago Park - More destruction by City of Phoenix
Date: Monday, August 17, 2020 9:20:25 AM

Received - thanks.

Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Caminiti, Mariagrazia
Sent: Monday, August 17, 2020 9:38 AM
To: Bies, Brandon
Subject: FW: [EXTERNAL] Re: Papago Park - More destruction by City of Phoenix
Good morning, mg
Mariagrazia Caminiti
Executive Assistant
Office of the Solicitor
1849 C Street, NW, 6352
Washington, DC 20240
Direct: 202-208-3111
Cell: 202-528-0486
WCell: 202-359-2949

From: Friends of Papago Park
Sent: Sunday, August 16, 2020 2:28 PM
To: Cynthia Aguilar ; Inger Erickson ; scott.covey@phoenix.gov
Cc: Mayor Gallego ; council.district.6@phoenix.gov; Caminiti, Mariagrazia ; Smith, Michael S ; Luciano, Lorraine A ; caseinquiry@goldwaterinstitute.org;
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Subject: [EXTERNAL] Re: Papago Park - More destruction by City of Phoenix

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3rd Follow up

To: City of Phoenix Parks Department, Inger Erickson, Cynthia Aguilar, Scott Covey

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- Sierra Club

- Goldwater Institute

We are, once again, receiving news of a highly concerning project that the City of Phoenix has initiated at Papago park. This time, an 8+ acre new parking lot located north of Van Buren, and East of Galvin Parkway is being built - ripping up our Papago desert.

This seems highly confusing to me personally as I was on a video WebEx conference on July 21st with City of Phoenix Parks Department, led by Cynthia Aguilar, discussing the failed Baseball Training Facility Project, and how stealing land from the desert, and giving it to a private for-profit entity was not in the people's desires, nor the Papago masterplan. During that call, the city said that perhaps better public input could have been sought. Not ONCE did they mention what was about to happen down the corner.



Is this the view we want?



Per the Papago masterplan, the **LEAST** desirable outcome for the park is "Increased parking opportunity" (reference page 44)

Most Desirable Outcomes (top 10):

- 1) Improved park connectivity
- 2) Improved condition of natural and cultural resources
- 3) Protected desert/ open space
- 4) Enhanced education regarding natural and cultural significance
- 5) Preserved native plants and wildlife diversity
- 6) Reduced impact from heavy use
- 7) Better defined trail system
- 8) Preservation of cultural/ historical resources
- 9) Increased plant cover and wildlife habitat
- 10) Broadened and enhanced user experience with links to desired trails and amenities

Least Desirable Outcomes (top 10):

- 1) Increased parking opportunities
- 2) Increased access to information about food availability
- 3) Destination visitor's center
- 4) More information on restrooms
- 5) Enhanced amenities
- 6) Increased public engagement in Papago Park
- 7) Enhanced visual quality
- 8) Increased security and visitor safety
- 9) Increased knowledge of water availability
- 10) Protected wildlife diversity

6. Does the Conceptual Master Plan address the most important outcomes for Papago Park?

	Responses	Percentage
Yes	35	87
No	5	13
Total:	40	100

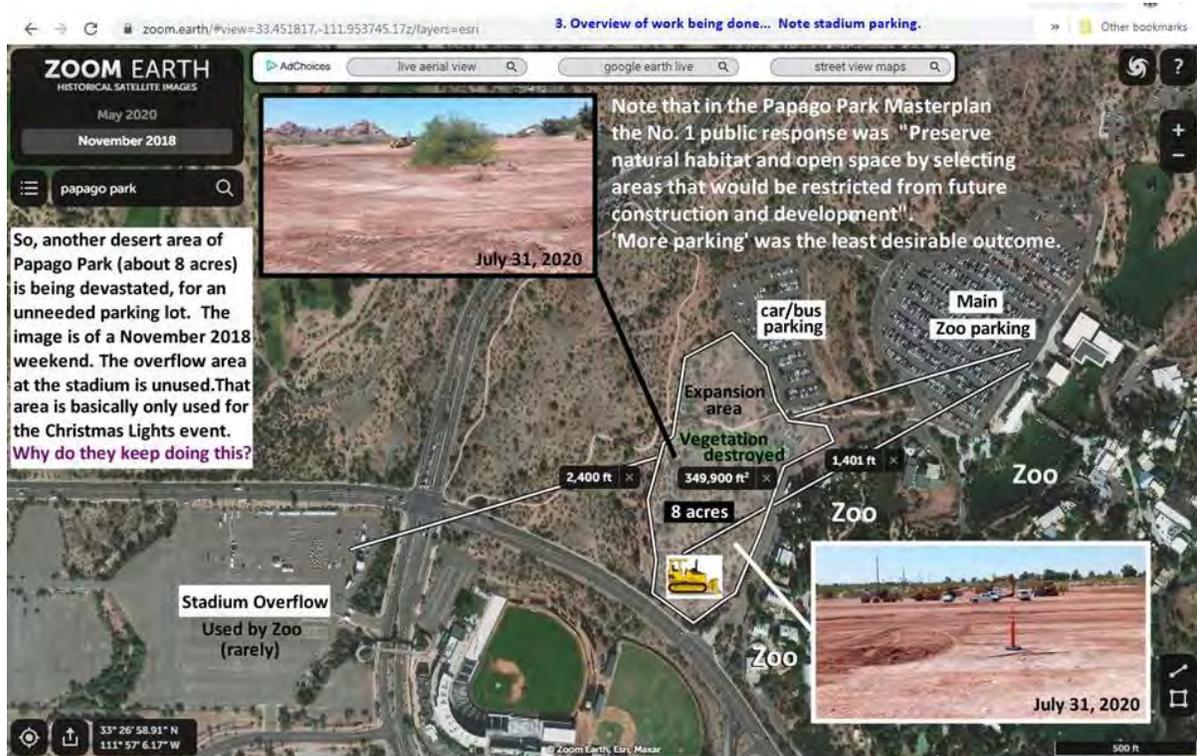
92.9% of the total respondents wanted to "Preserve natural habitat and open space by selecting areas that would be restricted from future construction and development" (reference page 41)

Natural Resources

Strongly Support	Strongly Support Responses	Total Question Responses	Percentage of Total Responses
Preserve natural habitat and open space by selecting areas that would be restricted from future construction and development.	65	70	92.9%
Provide signage to educate users about the sensitivity of the desert ecosystem.	61	68	89.7%
Designate official trail system and demarcate designated trails.	61	68	89.7%
All organizations operating within the park should uniformly adopt and implement goals and strategies selected to restore the quality of the park's natural resources.	59	69	84.2%

Do we need more parking? **NO!** There is a perfectly usable lot at the Phoenix Municipal stadium, located 2,400 ft away, vs the new lot that will be 1,400 ft away. The overflow happens once a year, for December weekends during the Zoo Lights. We estimate this to be 100-140 hours each year. Why not run a shuttle bus?

See below:



Why will the City of Phoenix Parks Department simply not listen to the wishes of the public? The Papago Masterplan from 2010 was created between City Officials and the local residents, spending thousands of hours to have a comprehensive guiding plan. (https://www.phoenix.gov/parks/site/Documents/PKS_NRD/PKS_NRD_Papago_Park_Master_Plan.pdf).

Yet the City of Phoenix continues to fully ignore it. Here are the recent examples within just the past 4 years:

- 1) Paved desert trails around the golf course area
- 2) Expanded golf course into protected desert zone – Taking away 13+ acres in the process. Majority was taken from areas marked as “protected desert zone”
- 3) Paved a new asphalt access road across protected desert zone (McDowell Rd to Golf course)
- 4) Expanded baseball training facility into desert land, grabbing 10+ acres of desert. This will be given to a private for-profit entity (ongoing)
- 5) Expanding zoo parking into desert area. 8+ acres (ongoing)

At this rate, Papago Park will be gone within a decade.

We ask that City Officials **immediately halt this project and cease further destruction of Papago Park.**

If you are active on social media, feel free to look at our Facebook Page. We encourage you to look at the comments the public are giving. Not a single post or message we have received is in support of this destruction and blatant violation of the Papago Masterplan.

You need to do better.

Thank you,

Lasse Norgaard-Larsen / The Friends of Papago Park team

E-mail: friendsofpapago@gmail.com

Web: <http://www.friendsofpapagopark.org>

Fw_ [EXTERNAL] Copy of Email to Park Boards --pdf

From: [Caminiti, Mariagrazia](#)
To: [Bies, Brandon](#)
Subject: Fw: [EXTERNAL] Copy of Email to Park Boards -- about Destruction of Papago Park (a continuing saga...)
Date: Monday, August 31, 2020 1:43:26 PM

for your continued info.

From: J. Deal
Sent: Monday, August 31, 2020 3:22 PM
To: Caminiti, Mariagrazia
Subject: [EXTERNAL] Copy of Email to Park Boards -- about Destruction of Papago Park (a continuing saga...)

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Marigrace --- It just keeps getting worse....

This is a copy of an email with replies about the latest episode of the destruction of our most historic park -- specifically the new expansion parking lot for the zoo, a private company.

Please see my observations below. See comments.

I sent an email last Monday to the Board that oversees Phoenix parks about this. I called the 'contact' and she said to send it to her and she would forward it to Board members. Think was not done so I tried to find the emails individually and let those people know what the public thinks.

Unfortunately, the City of Phoenix continues to disregard public opinion and disrespect the integrity of Papago park. While they may be entitled to build parking lots wherever they desire (unlike the illegal private baseball facility), it is not what the public wants. There seems to be a strange, unholy pattern of rushing to satisfy corporate (Giants, ASU, Zoo, etc...) demands at the expense of desert areas. One wonders what is going on in the back rooms.

Good news, for a change -- One more month of Summer. I am 73, born here -- and I can't remember a more miserable summer than this one in 2020.

J.

From: Friends of Papago Park
Sent: Monday, August 31, 2020 3:42 PM
To: pgarciaduarte@trellisaz.org ; john.v.furniss@gmail.com ; masaviphoenix@gmail.com ; s.porter@asu.edu ; dorinabustamante@gmail.com
Cc: Theresa J Faull ; Ryley.buchanan@phoenix.gov ; J. Deal
Subject: Re: To Park Boards -- about Destruction of Papago Park

On Mon, Aug 31, 2020 at 8:36 AM Friends of Papago Park <friendsofpapago@gmail.com> wrote:

Good day All,

Our group 100% agrees. The sheer destruction that the City of Phoenix continues at Papago Park is in total violation of the Papago Masterplan and ignores the feedback from the residents..

What do people think? Look at our facebook group with 700+ members. I'd encourage you to read some of the comments on there. Those are private residents and park users.

I have included a few direct quotes below:

They pave paradise to put up a parking lot - Ann O. McPeebs

Just what we need, more asphalt. - Mosley Leporidae

I hate to see this. Destruction of the desert for a parking lot that will be empty 90% of the time and doing nothing but collecting heat -Ken Luiten

So now we have TWO parking lots that sit completely empty for ten months of the year on opposite corners. The muni stadium is the perfect overflow lot. The city should have worked it out. This is sickening. - Laurie Stegall

They continue to destroy what we can't get back! All for a parking lot too, what a shame! - Armando Medina

This is so terribly sad and disrespectful of the limited space in the inner city. Generations in the future probably won't need all those new roads and parking areas and the heat island effect is only adding to the inner city heat and drought problem.

I am very thankful that North Tempe Neighborhoods Association worked very hard and presented Tempe City Council with enough signatures to allow them to put Tempe's Papago Park Preserve on the ballot a few years ago. -Deb Gain-Braley

I live (on) the otherside of the canal from this. We are totally getting jacked up down here. Tall apt/condos, no infrastructure and destroying the desert. First it was all the Arabian ranches, then destroyed a lovely mall in lue of dense building . Still nothing to do, just cram the people in. Please explain why in the exercise, health pushing generation, do we need a huge parking lot? I sure didn't vote on it. - Janet Kramer

Why can't people just take the f#cking bus? -Jackson Olson

Yeah let's just expand the heat island even more. -Kyle Richardson

What the hell. Like there isn't enough now. -Betty Bulka

Rotten! -Dready Krueger

Thanks

Lasse Norgaard-Larsen / The Friends of Papago Park team

E-mail: friendsofpapago@gmail.com

Web: <http://www.friendsofpapagopark.org>

On Mon, Aug 31, 2020 at 7:39 AM J. Deal <jdeal@hotmail.com> wrote:

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For more than 8 months many people of been raising issues regarding the continuing devastation of Papago Park lands. Initially it was the Giants training facility (a breach of the deed restrictions and devastation of flora), then a never used sloppy asphalt dump and now it is the destruction of eight more acres for an unneeded Zoo parking lot.

The fact is that in my lifetime the area of Papago Park in its native desert state has diminished dramatically. I estimate that when a child going to the park (1954-60) perhaps 80-90% of the non-military area was desert. In the 2010 Master Plan only 23.8% is labeled as 'undeveloped desert landscape'. Since then they have extended the golf course into the desert, build unnecessary roads (for ASU) over desert, and who knows what else. Just in this last 12 months they have scrapped clean 3 different areas of desert vegetation for two parking lots and one illegal private, restricted access corporate domain.

I wrote the email below specifically about the new Zoo lot --- but the problem goes way beyond that one project. Sadly, the City of Phoenix Parks department does not give proper value to the history or desert scenery of the Papago Park. To them it is 'only dirt and a few bushes' or 'just desert'. The public thinks otherwise, but they don't care about them either. The Parks Depart. people always talk about improvements or enhancements but these always seem to result in less desert landscape. One reason I have written dozens of emails – with nothing to show for it – is that maybe next time they (the City) plans some 'enhancement' to Papago Park, they will stop and think "Oh no, more pesky emails from that old guy" before letting the bulldozers loose, again. Well, when the Park is all gone, I won't have to write these letters...

Please read the email below. Check the facts. Ask questions. View the 2 pictures. Note how Preserve funds are being used (too bad Phoenix didn't make Papago Park a preserve like Tempe did, but that was the voters, not City officials). I am attaching two photos – one of the Giant's facility and another showing the zoo parking lot extension, subject of the

email below.

Lasse (leader of 'Friends of Papago Park') and I would like to meet with any Board members and give more information and answer any questions. A lot of people are unhappy with what they are doing to our most historic Park. Please pass this on to other Board members whose emails I could not find (easily).

Thank you, J. Arthur Deal

From: J. Deal <jdeal@hotmail.com>

Sent: Monday, August 24, 2020 5:39 PM

To: Ryley.buchanan@phoenix.gov <Ryley.buchanan@phoenix.gov>

Cc: Theresa J Faull <theresa.faul@phoenix.gov>

Subject: Observations about new zoo parking lot

Please pass this along to Tony Moya (Chair) and all Phoenix Park and Recreation Board members

First it was the unholy, illegal lease of Papago Park land to the Giants via a rather shady agreement with Scottsdale -- and the subsequent destruction of desert vegetation, now there is the gratuitous destruction of another desert area in Papago Park for an unnecessary parking lot at the Phoenix zoo. I have investigated the Zoo matter to some extent and would like to make the following random observations:

- I have examined the zoo lease documents provided via public records request and none of them state in absolute terms that the City of Phoenix is obligated to provide all the parking wanted by the zoo.
- In the original contracts of 1/6/62 and another from 4/26/73 there is a requirement that Phoenix provide parking areas for the zoo. The obvious intention is that parking should be adequate and reasonably close (within 500 feet). The wording is vague but it does not require that Phoenix should meet all zoo parking needs for all occasions, upon demand.
- I take issue with the "more than 130 days annually" statement found in six different meeting agendas regarding present parking being insufficient. I would like the zoo and the city of Phoenix to explain the '130' figure given above.
- Rather than accept an unsupported, fuzzy number, I would like to see a tabulation of visitor and entrance fee data by hour/day for a full year. This would provide the means to calculate a fairly accurate trigger point after which the existing lots are full and traffic must be routed to the stadium parking – and thus arrive at a more precise number of 'overflow' days. I can do this for you, if you wish.
- From personal observation, I would guess that the needs for overflow parking beyond that in the existing four lots does not surpass more than 33 days per year,

occurring only on Thursdays through Sundays during the “Zoo Lights” event (in 2020, between 11/27 and 1/19). Of course, that is just a guess because I did not foresee the need for precise data, although I could have easily have done this last year had I known what was at stake. As I have stated, except for a few evening hours during winter weekends, the present parking is perfectly adequate and the occasional additional walking required is minimal and does not affect most visitors.

- It seems to this person that the additional 750 parking spaces, requiring 8 or 9 acres of native desert land, is far in excess of any reasonable needs, even for the holiday season. However, since I have no data on zoo visitor numbers, it is hard to make judgments. Note that this 2020 expansion far exceeds the area of those done in earlier years (Lots B, C and D), authorized by an amendment to Lease 13960 of 1/23/1998.
- I, personally, have attended three Zoo Lights events in the last few years and have never had to use the Stadium overflow lot. I do know, however, it is frequently used at those times. Because I live near Papago Park, I see the families with children and strollers crossing Van Buren and going to the zoo during the holiday season.
- Let me put this in simple terms: the visitors will walk for two hours within the zoo to see the lights and exhibits but a small percentage cannot walk an additional five minutes to and from current stadium overflow parking, so we must absolutely destroy more desert terrain to solve this crucial problem. Does that summarize your thinking on the matter?
- I have also checked a dozen satellite photos of the zoo area taken in the last five years across four platforms, and in none of them was the main parking area anywhere near full. Of course these images are all daytime and in some cases the date/time stamp is vague. Even so, if the 130 days (35.6% of the year) number is correct, one would think that at least one photo, or even three, of the main parking lot would show full capacity. They don't; not even one.
- It is obvious that parking lot dimensions should never determined by a maximum theoretical “worst-case scenario”. If that were the case, much of urban landscape would be blacktop. There are firms and sophisticated software that provide optimized dimensions and layouts for automobile parking according to economic activity. Were these used?
- Even if overflow parking is occasionally needed – as it is – this does not mean that there are no other solutions. The present stadium parking is, as far as I know, sufficient to meet this need, and the arguments based upon distance and security are beyond weak, since Phoenix police are always present at the intersection to ensure safe passage. There is also an engineering concept called a ‘bridge’ which might solve this problem, if it is a problem.
- The excuse of conflicting events using the stadium parking is less than convincing. I am sure you are aware that the stadium is now used by ASU, not a MLB team. The impact of this change on parking use is unknown, but I doubt that the University

team will be playing games at that location every Thursday, Friday, Saturday and Sunday of the winter season. Just a wild guess.

- Note that the 4/26/1973 (lease 13960, item 10) contract does consider the parking problem and permits the zoo to operate a concession for transportation of visitors to/from the zoo. Why was this option not explored? About 50 years ago I had imagined a small railway running around Papago Park (similar to that in McCormick Park where my grandfather's locomotive from his years at Magma, Superior, 1940-1957, is featured). This could be planned to serve parking and provide a means to explore and access other features of the park (Botanical, Hole-in-the-rock, picnic areas, etc...). The ticket price could be deducted from the entrance fees.
- Another option not explored for the parking problem – real or imagined – would have been to consolidate the four existing parking lots into one. By removing barriers and small planted areas between existing lots, roughly the same total parking capacity could have been achieved without the need of a new lot build in a protected area. Yes, I am aware of the hydrographic issues for this option. Still, given the pandemic and limited use of these parking lots, this year would have been perfect to do this.
- Then there is the issue of destroying yet another “protected park zone”, as defined in the 2010 Master Plan. The area was not very protected, is it? So the 23.8% of Papago Park labeled “protected park zone” and deemed “relatively undeveloped desert” in that document will now have to adjusted downward, again. What is the goal? Twenty percent? Ten percent? Zero? Since this is the second unneeded parking lot built in the last year over native desert vegetation, one sees a pattern of disregard for desert flora.
- By the way, the second new parking lot mentioned above, which barely qualifies as such, has never been used. I refer to that parody of a parking area north of the softball facility. One wonders if there is a plan to make Papago Park one big dirty, asphalt parking lot. I will not even mention expanding the golf course out into desert areas. Is there a pattern here?
- Note that in the Master Plan the number one priority is to protect and preserve desert areas. Note also that at the very bottom of the list of desired amenities is “more parking”. So what happens? The City of Phoenix destroys native desert areas to build more parking.
- There is a clause in the Master Plan that says the protected areas are protected but, I repeat, but, they can be used if to “enhance the visitor experience”. Yes, people travel from Glendale and Casa Grande just to experience the enhanced joy of a new parking lot. It is almost as if that clause was included because they intended to use those protected areas anyway. One wonders what other desert areas will be sacrificed upon the altar of enhancement. Given the fact that that surveying teams have been observed this year measuring other areas of the park, one wonders again what expansions are being planned. Is the Botanical going to expand?

- The fact that the Master Plan can be amended by a simple vote of the committee means that the Master Plan is worthless. If City officials want to use any land designated as “protected desert” in that Plan they have only to talk about it for three minutes, vote among themselves, amend the plan and then let the bulldozers loose, like they did in July. Pronto. Problem solved – Now let’s build that skating rink in Papago Park like we wanted to 12 years ago.
- The reports or minutes of the meetings about changing the Master Plan or building the new parking areas Board have an item entitled ‘Public Outreach’, which, believe it or not, consists of a presentation by a member of a subcommittee or a city official (often one and the same) to a City board or committee. Strangely, there is no real public in public outreach.
- To add insult to injury, the agenda approving the new parking lot (6/26/2019) contains the recommendation that “any newly developed parking areas” should utilize “design components sensitive to, and compatible with, surrounding land uses while accommodating the natural features of the site that compliment recreational needs”. Yes, nothing says sensitive and accommodating to desert environment like 100 truckloads of asphalt; nothing symbolizes recreation more than a pile of goeey, bituminous pitch.
- It keeps getting worse: the 1/14/2019 Master Plan Update document authorizing the 750 new parking spaces, states – and I quote -- “zoo staff also provided additional information regarding future interior improvements and exhibits that would attract more visitors and validate the need for improving the existing parking areas and providing increased onsite parking opportunities”. So, the zoo is going to add improvements to justify the need for more parking, after they have built the parking. Isn’t that a backwards, horse and cart thing?
- While on the subject of future zoo improvements and exhibits, it seems to me that they are running out of land within the lease area (~121 acres). Is there a plan to expand the zoo? Perhaps the 8-9 acres could have been better utilized for this purpose – at least it would fit the “recreational” or “public convenience” requirements of the deed restrictions in the title documents to the park (unlike the 45 acres of the park given to a private, for-profit corporation to build a 36.76 acre enclosed, restricted-access facility – but that is another issue)
- From a walk-around, I calculated about 350,000 square feet of desert flora was destroyed – cleared, scraped clean – to build the new zoo parking lot, equal to about eight acres. The Ace Asphalt worker told me he thought the job was nine acres. I could not find a value for the total area of the new zoo lot in any of the documents I received. This area bulldozed is larger and somewhat different in shape from that of the ‘Area of Consideration’ in Attachment A of the 6/26/2019 document, but that is no surprise – what would be surprising is if they were to destroyed less desert than planned. That document also says there is no financial impact so I guess ACE is building the parking lot for free.

- One justification for selecting that area of the park to bulldoze for parking is, according to City documents, that it is “isolated from the other designated protected areas by the Zoo and its existing parking lots, Galvin Parkway and Van Buren Street”. Well, duhhh, nearby areas and many desert regions in the park are also isolated (i.e., surrounded) by the zoo, the golf course, the Botanical Garden, as well as streets, roadways and cement walkways. In fact, the protected desert area immediately to the west of the new lot is also isolated by exactly the same features. Is that desert area ripe for harvesting or is the City going to wait a while?
- Just when one thinks that all criticisms have been said about a bad project, that all possible condemnations have been uttered, one comes to the sign at the entrance of the worksite which proudly proclaims “Funded by the Phoenix Parks and Preserves Initiative”. So, we are now using Preserve funds to destroy (unpreserve?) desert lands in a park. Great. I doubt that is what the voters intended.
- I would like to remind you that the approved uses for sales-tax-based funds derived from the Preserve Initiative are “purchase land and create new regional, community and neighborhood parks, upgrade existing parks with better shade, green space, and recreational features, add more park rangers, lighting, security, and maintenance for parks and recreational facilities” and so on. Nothing about parking spaces for private companies operating under lease from the city.
- Finally, on 7/23/20, Lasse (of ‘Friends of Papago Park’ fame) and I had an online video meeting about Papago Park with City of Phoenix and Scottsdale officials, primarily to express our displeasure with the private baseball facility being built in violation of deed restrictions. We also touched on the continuing encroachment on the desert habitat of the park over the years. The meeting was cordial and City officials did say they understood our concerns and they recognized the need for more public input. At no time in that meeting did any Phoenix official (there were 3-4 present) tell us that the very next week they would start bulldozing another eight acres of desert for the expansion of the zoo parking. That is really disappointing – a serious lack of courtesy. Both Lasse and I had heard rumors that this was to happen but it would have been polite to hear an official in the meeting say “by the way, and you are not going to like this, but we start construction of another parking lot next week”. Yes, we don’t like it but we are not going to go ballistic, cry, have a fit or invoke some barbaric medieval chastisement in Danish, German, Spanish or Portuguese upon those present who defile Papago Park habitat. Well, not me, at least, maybe Lasse. We protest; we write letters or emails, and we hope that officials will do what is right, not what is commercially or politically expedient. We are reasonable people; we are serious adults; and we care deeply about the Park because of its historic and unique desert scenery, what is left of it.

Thank you for your attention. I hope something comes of this...

J. Arthur Deal

Re_ [EXTERNAL] Copy of Email to Park Boards --pdf

From: [Bies, Brandon](#)
To: [Caminiti, Mariagrazia](#)
Subject: Re: [EXTERNAL] Copy of Email to Park Boards -- about Destruction of Papago Park (a continuing saga...)
Date: Tuesday, September 1, 2020 2:41:48 PM

Thanks - I will continue to pass along to the relative NPS folks out there.

Brandon

Brandon S. Bies
Deputy Chief of Staff (Acting)
National Park Service
202-439-7330 (cell)

From: Caminiti, Mariagrazia
Sent: Monday, August 31, 2020 3:43 PM
To: Bies, Brandon
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To: pgarciaduarte@trellisaz.org ; john.v.furniss@gmail.com ; masaviphoenix@gmail.com ; s.porter@asu.edu ; dorinabustamante@gmail.com

Cc: Theresa J Faull ; Ryley.buchanan@phoenix.gov ; J. Deal

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The fact is that in my lifetime the area of Papago Park in its native desert state has diminished dramatically. I estimate that when a child going to the park (1954-60) perhaps 80-90% of the non-military area was desert. In the 2010 Master Plan only 23.8% is labeled as 'undeveloped desert landscape'. Since then they have extended the golf course into the desert, build unnecessary roads (for ASU) over desert, and who knows what else. Just in this last 12 months they have scrapped clean 3 different areas of desert vegetation for two parking lots and one illegal private, restricted access corporate domain.

I wrote the email below specifically about the new Zoo lot --- but the problem goes way

beyond that one project. Sadly, the City of Phoenix Parks department does not give proper value to the history or desert scenery of the Papago Park. To them it is 'only dirt and a few bushes' or 'just desert'. The public thinks otherwise, but they don't care about them either. The Parks Dept. people always talk about improvements or enhancements but these always seem to result in less desert landscape. One reason I have written dozens of emails – with nothing to show for it – is that maybe next time they (the City) plans some 'enhancement' to Papago Park, they will stop and think "Oh no, more pesky emails from that old guy" before letting the bulldozers loose, again. Well, when the Park is all gone, I won't have to write these letters...

Please read the email below. Check the facts. Ask questions. View the 2 pictures. Note how Preserve funds are being used (too bad Phoenix didn't make Papago Park a preserve like Tempe did, but that was the voters, not City officials). I am attaching two photos – one of the Giant's facility and another showing the zoo parking lot extension, subject of the email below.

Lasse (leader of 'Friends of Papago Park') and I would like to meet with any Board members and give more information and answer any questions. A lot of people are unhappy with what they are doing to our most historic Park. Please pass this on to other Board members whose emails I could not find (easily).

Thank you, J. Arthur Deal

From: J. Deal <jdeal@hotmail.com>

Sent: Monday, August 24, 2020 5:39 PM

To: Ryley.buchanan@phoenix.gov <Ryley.buchanan@phoenix.gov>

Cc: Theresa J Faull <theresa.faul@phoenix.gov>

Subject: Observations about new zoo parking lot

Please pass this along to Tony Moya (Chair) and all Phoenix Park and Recreation Board members

First it was the unholy, illegal lease of Papago Park land to the Giants via a rather shady agreement with Scottsdale -- and the subsequent destruction of desert vegetation, now there is the gratuitous destruction of another desert area in Papago Park for an unnecessary parking lot at the Phoenix zoo. I have investigated the Zoo matter to some extent and would like to make the following random observations:

- I have examined the zoo lease documents provided via public records request and none of them state in absolute terms that the City of Phoenix is obligated to provide all the parking wanted by the zoo.
- In the original contracts of 1/6/62 and another from 4/26/73 there is a requirement

that Phoenix provide parking areas for the zoo. The obvious intention is that parking should be adequate and reasonably close (within 500 feet). The wording is vague but it does not require that Phoenix should meet all zoo parking needs for all occasions, upon demand.

- I take issue with the “more than 130 days annually” statement found in six different meeting agendas regarding present parking being insufficient. I would like the zoo and the city of Phoenix to explain the ‘130’ figure given above.
- Rather than accept an unsupported, fuzzy number, I would like to see a tabulation of visitor and entrance fee data by hour/day for a full year. This would provide the means to calculate a fairly accurate trigger point after which the existing lots are full and traffic must be routed to the stadium parking – and thus arrive at a more precise number of ‘overflow’ days. I can do this for you, if you wish.
- From personal observation, I would guess that the needs for overflow parking beyond that in the existing four lots does not surpass more than 33 days per year, occurring only on Thursdays through Sundays during the “Zoo Lights” event (in 2020, between 11/27 and 1/19). Of course, that is just a guess because I did not foresee the need for precise data, although I could have easily have done this last year had I known what was at stake. As I have stated, except for a few evening hours during winter weekends, the present parking is perfectly adequate and the occasional additional walking required is minimal and does not affect most visitors.
- It seems to this person that the additional 750 parking spaces, requiring 8 or 9 acres of native desert land, is far in excess of any reasonable needs, even for the holiday season. However, since I have no data on zoo visitor numbers, it is hard to make judgments. Note that this 2020 expansion far exceeds the area of those done in earlier years (Lots B, C and D), authorized by an amendment to Lease 13960 of 1/23/1998.
- I, personally, have attended three Zoo Lights events in the last few years and have never had to use the Stadium overflow lot. I do know, however, it is frequently used at those times. Because I live near Papago Park, I see the families with children and strollers crossing Van Buren and going to the zoo during the holiday season.
- Let me put this in simple terms: the visitors will walk for two hours within the zoo to see the lights and exhibits but a small percentage cannot walk an additional five minutes to and from current stadium overflow parking, so we must absolutely destroy more desert terrain to solve this crucial problem. Does that summarize your thinking on the matter?
- I have also checked a dozen satellite photos of the zoo area taken in the last five years across four platforms, and in none of them was the main parking area anywhere near full. Of course these images are all daytime and in some cases the date/time stamp is vague. Even so, if the 130 days (35.6% of the year) number is correct, one would think that at least one photo, or even three, of the main parking lot would show full capacity. They don’t; not even one.

- It is obvious that parking lot dimensions should never be determined by a maximum theoretical “worst-case scenario”. If that were the case, much of urban landscape would be blacktop. There are firms and sophisticated software that provide optimized dimensions and layouts for automobile parking according to economic activity. Were these used?
- Even if overflow parking is occasionally needed – as it is – this does not mean that there are no other solutions. The present stadium parking is, as far as I know, sufficient to meet this need, and the arguments based upon distance and security are beyond weak, since Phoenix police are always present at the intersection to ensure safe passage. There is also an engineering concept called a ‘bridge’ which might solve this problem, if it is a problem.
- The excuse of conflicting events using the stadium parking is less than convincing. I am sure you are aware that the stadium is now used by ASU, not a MLB team. The impact of this change on parking use is unknown, but I doubt that the University team will be playing games at that location every Thursday, Friday, Saturday and Sunday of the winter season. Just a wild guess.
- Note that the 4/26/1973 (lease 13960, item 10) contract does consider the parking problem and permits the zoo to operate a concession for transportation of visitors to/from the zoo. Why was this option not explored? About 50 years ago I had imagined a small railway running around Papago Park (similar to that in McCormick Park where my grandfather’s locomotive from his years at Magma, Superior, 1940-1957, is featured). This could be planned to serve parking and provide a means to explore and access other features of the park (Botanical, Hole-in-the-rock, picnic areas, etc...). The ticket price could be deducted from the entrance fees.
- Another option not explored for the parking problem – real or imagined – would have been to consolidate the four existing parking lots into one. By removing barriers and small planted areas between existing lots, roughly the same total parking capacity could have been achieved without the need of a new lot build in a protected area. Yes, I am aware of the hydrographic issues for this option. Still, given the pandemic and limited use of these parking lots, this year would have been perfect to do this.
- Then there is the issue of destroying yet another “protected park zone”, as defined in the 2010 Master Plan. The area was not very protected, is it? So the 23.8% of Papago Park labeled “protected park zone” and deemed “relatively undeveloped desert” in that document will now have to be adjusted downward, again. What is the goal? Twenty percent? Ten percent? Zero? Since this is the second unneeded parking lot built in the last year over native desert vegetation, one sees a pattern of disregard for desert flora.
- By the way, the second new parking lot mentioned above, which barely qualifies as such, has never been used. I refer to that parody of a parking area north of the softball facility. One wonders if there is a plan to make Papago Park one big dirty,

asphalt parking lot. I will not even mention expanding the golf course out into desert areas. Is there a pattern here?

- Note that in the Master Plan the number one priority is to protect and preserve desert areas. Note also that at the very bottom of the list of desired amenities is “more parking”. So what happens? The City of Phoenix destroys native desert areas to build more parking.
- There is a clause in the Master Plan that says the protected areas are protected but, I repeat, but, they can be used if to “enhance the visitor experience”. Yes, people travel from Glendale and Casa Grande just to experience the enhanced joy of a new parking lot. It is almost as if that clause was included because they intended to use those protected areas anyway. One wonders what other desert areas will be sacrificed upon the altar of enhancement. Given the fact that that surveying teams have been observed this year measuring other areas of the park, one wonders again what expansions are being planned. Is the Botanical going to expand?
- The fact that the Master Plan can be amended by a simple vote of the committee means that the Master Plan is worthless. If City officials want to use any land designated as “protected desert” in that Plan they have only to talk about it for three minutes, vote among themselves, amend the plan and then let the bulldozers loose, like they did in July. Pronto. Problem solved – Now let’s build that skating rink in Papago Park like we wanted to 12 years ago.
- The reports or minutes of the meetings about changing the Master Plan or building the new parking areas Board have an item entitled ‘Public Outreach’, which, believe it or not, consists of a presentation by a member of a subcommittee or a city official (often one and the same) to a City board or committee. Strangely, there is no real public in public outreach.
- To add insult to injury, the agenda approving the new parking lot (6/26/2019) contains the recommendation that “any newly developed parking areas” should utilize “design components sensitive to, and compatible with, surrounding land uses while accommodating the natural features of the site that compliment recreational needs”. Yes, nothing says sensitive and accommodating to desert environment like 100 truckloads of asphalt; nothing symbolizes recreation more than a pile of goeey, bituminous pitch.
- It keeps getting worse: the 1/14/2019 Master Plan Update document authorizing the 750 new parking spaces, states – and I quote -- “zoo staff also provided additional information regarding future interior improvements and exhibits that would attract more visitors and validate the need for improving the existing parking areas and providing increased onsite parking opportunities”. So, the zoo is going to add improvements to justify the need for more parking, after they have built the parking. Isn’t that a backwards, horse and cart thing?
- While on the subject of future zoo improvements and exhibits, it seems to me that they are running out of land within the lease area (~121 acres). Is there a plan to

expand the zoo? Perhaps the 8-9 acres could have been better utilized for this purpose – at least it would fit the “recreational” or “public convenience” requirements of the deed restrictions in the title documents to the park (unlike the 45 acres of the park given to a private, for-profit corporation to build a 36.76 acre enclosed, restricted-access facility – but that is another issue)

- From a walk-around, I calculated about 350,000 square feet of desert flora was destroyed – cleared, scraped clean – to build the new zoo parking lot, equal to about eight acres. The Ace Asphalt worker told me he thought the job was nine acres. I could not find a value for the total area of the new zoo lot in any of the documents I received. This area bulldozed is larger and somewhat different in shape from that of the ‘Area of Consideration’ in Attachment A of the 6/26/2019 document, but that is no surprise – what would be surprising is if they were to destroyed less desert than planned. That document also says there is no financial impact so I guess ACE is building the parking lot for free.
- One justification for selecting that area of the park to bulldoze for parking is, according to City documents, that it is “isolated from the other designated protected areas by the Zoo and its existing parking lots, Galvin Parkway and Van Buren Street“. Well, duhhh, nearby areas and many desert regions in the park are also isolated (i.e., surrounded) by the zoo, the golf course, the Botanical Garden, as well as streets, roadways and cement walkways. In fact, the protected desert area immediately to the west of the new lot is also isolated by exactly the same features. Is that desert area ripe for harvesting or is the City going to wait a while?
- Just when one thinks that all criticisms have been said about a bad project, that all possible condemnations have been uttered, one comes to the sign at the entrance of the worksite which proudly proclaims “Funded by the Phoenix Parks and Preserves Initiative“. So, we are now using Preserve funds to destroy (unpreserve?) desert lands in a park. Great. I doubt that is what the voters intended.
- I would like to remind you that the approved uses for sales-tax-based funds derived from the Preserve Initiative are “purchase land and create new regional, community and neighborhood parks, upgrade existing parks with better shade, green space, and recreational features, add more park rangers, lighting, security, and maintenance for parks and recreational facilities” and so on. Nothing about parking spaces for private companies operating under lease from the city.
- Finally, on 7/23/20, Lasse (of ‘Friends of Papago Park’ fame) and I had an online video meeting about Papago Park with City of Phoenix and Scottsdale officials, primarily to express our displeasure with the private baseball facility being built in violation of deed restrictions. We also touched on the continuing encroachment on the desert habitat of the park over the years. The meeting was cordial and City officials did say they understood our concerns and they recognized the need for more public input. At no time in that meeting did any Phoenix official (there were 3-4 present) tell us that the very next week they would start bulldozing another eight

acres of desert for the expansion of the zoo parking. That is really disappointing – a serious lack of courtesy. Both Lasse and I had heard rumors that this was to happen but it would have been polite to hear an official in the meeting say “by the way, and you are not going to like this, but we start construction of another parking lot next week”. Yes, we don’t like it but we are not going to go ballistic, cry, have a fit or invoke some barbaric medieval chastisement in Danish, German, Spanish or Portuguese upon those present who defile Papago Park habitat. Well, not me, at least, maybe Lasse. We protest; we write letters or emails, and we hope that officials will do what is right, not what is commercially or politically expedient. We are reasonable people; we are serious adults; and we care deeply about the Park because of its historic and unique desert scenery, what is left of it.

Thank you for your attention. I hope something comes of this...

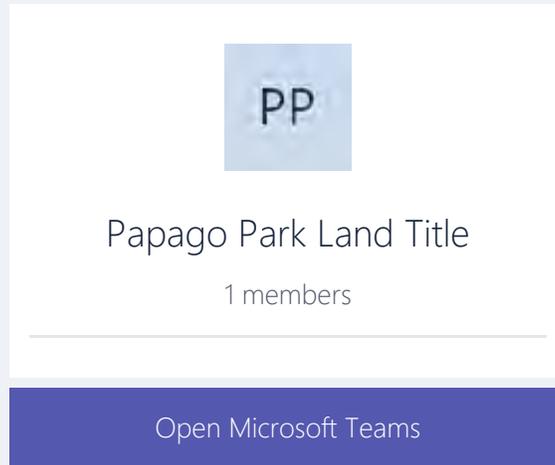
J. Arthur Deal

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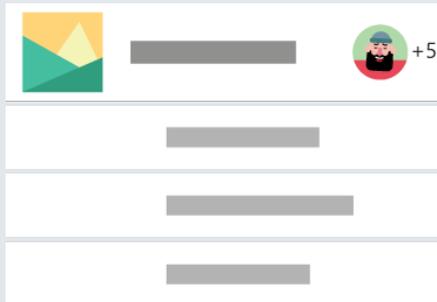
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To: patrick_putnam@nps.gov
Subject: You have been added to a team in Microsoft Teams
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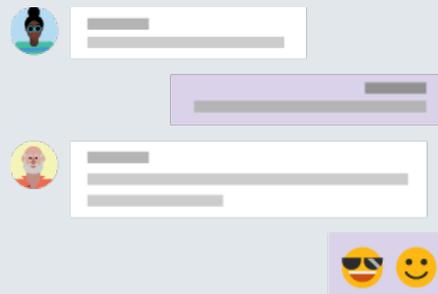


The team card features a blue square icon with the letters 'PP' in white. Below the icon, the text reads 'Papago Park Land Title' and '1 members'. At the bottom of the card is a dark blue button with the text 'Open Microsoft Teams' in white.



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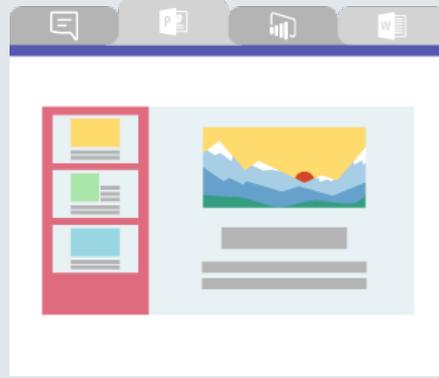
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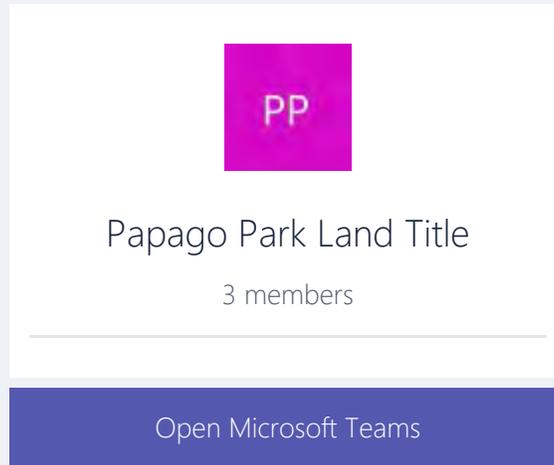
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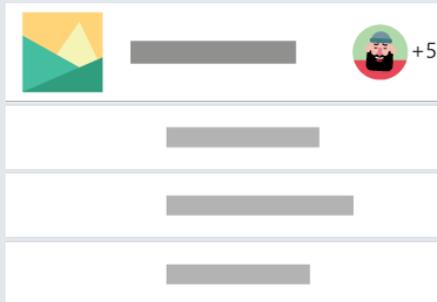
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A card for the 'Papago Park Land Title' team. At the top is a purple square with the letters 'PP' in white. Below this, the team name 'Papago Park Land Title' is written in a dark grey font, followed by '3 members' in a smaller font. A horizontal line separates the text from a dark blue button at the bottom that says 'Open Microsoft Teams' in white text.



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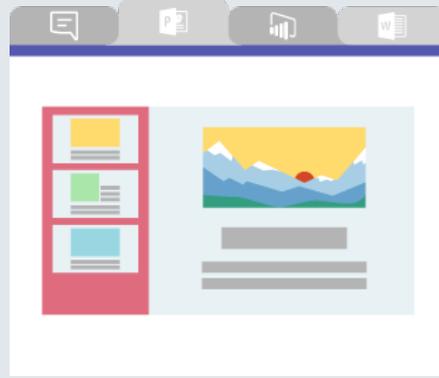
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Deed Eval. - Papago Park - Former Saguaro NM .pdf

From: [Pederson, Brian](#)
To: [Putnam, Patrick A](#); [Williams, Michael C](#)
Cc: [Muyskens, Stephen G](#)
Subject: Deed Eval. - Papago Park - Former Saguaro NM

Discussion regarding the effects of any deed restrictions which may have been contained in the United States' patent or other relevant title conveyance.

Deed Eval. - Papago Park - Former Saguaro NM (1).pdf

From: [Pederson, Brian](#)
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Accepted_ Papago Park Discussion.pdf

From: [Atnes, Roger G](#)
To: [Putnam, Patrick A](#)
Subject: Accepted: Papago Park Discussion

Papago Park Discussion.pdf

From: [Putnam, Patrick A](#)
To: [Muyskens, Stephen G](#); [Williams, Michael C](#); [Atnes, Roger G](#); [Pederson, Brian](#); [Cowger, Lane D](#)
Cc: [Roth, Aaron T](#)
Subject: Papago Park Discussion

We can use this time to align the efforts of both BLM and NPS on resolution of the Papago Park Issue

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From: [Pederson, Brian](#)
To: [Putnam, Patrick A](#)
Subject: Accepted: Papago Park Discussion
