

**NOTICE OF PUBLIC MEETING
PARKS AND RECREATION BOARD
*** Revised August 24, 2022***
Item Added: 2c and 2d**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the **PARKS AND RECREATION BOARD**, and to the general public, that the **PARKS AND RECREATION BOARD** will hold a meeting open to the public on **Thursday, August 25, 2022 at 5:00 p.m.**

OPTIONS TO ACCESS THIS MEETING

<https://phoenixparks.webex.com/phoenixparks/onstage/g.php?MTID=efa6f3337da31d9710fcb4ebefd55689>

Call-in to listen to the live meeting. Dial 602-666-0783. Enter the meeting access code 2482 483 9986, then press #. Press # again when prompted for attendee ID.

Observe the live meeting virtually. Click on the following link and register to join the meeting online:

Register to speak and/or submit a comment on an agenda item.

- Contact: **Tannia Ruiz**
- At: **602-495-5215** or tannia.ruiz@phoenix.gov
- By: August 24, 2022
- Indicate: agenda item number, first and last name, email address
- If registered to speak, click on the link above at the time of the meeting to join the event and speak when called upon.

Per the most recent social distancing guidelines from the federal government, no residents will be allowed to attend the meeting in-person.

A complete packet of meeting materials will be posted 48 hours prior to the meeting at <https://www.phoenix.gov/parks>.

The agenda for the meeting is as follows:

1.	Call to Order –	Dorina Bustamante, Chair
2.	INFORMATION ITEM(S): Information items will be provided to the Board in writing and are not intended for formal presentation unless otherwise requested by a Board member or required for future policy consideration.	
	a. Margaret T. Hance Park Update	Alonso Avitia
	b. Code of Conduct Update	Jarod Rogers
*	c. Patriot’s Square Park Reconfiguration	Sara Del Valle
*	d. Renaming of Pueblo Grande Museum	Nicole Armstrong-Best

3.	CONSENT ITEM(S): Consent items will be provided to the Board in writing and are not intended for formal presentation. Consent items may be voted on collectively, unless a Board member requests that any item be voted on separately. The chairperson may direct staff to formally present any consent item. These items are for possible action.		
	a.	Parks and Recreation Board Summary Minutes- June 23, 2022	Courtney Johnson
	b.	Heritage Square Sub-Permit Agreement- Teeter House	Alonso Avitia
	c.	New 2022 Requests to Vend at Heritage Square	Alonso Avitia
	d.	Phoenix Sonoran Preserve Committee Reappointment	Jarod Rogers
4.	INFORMATION AND DISCUSSION ITEM(S): Information and discussion items will be presented verbally to the Parks Board and are for discussion only. No action will take place on these items at this meeting.		
	a.	Shemer Art Center Expansion and Legacy Campaign	Danielle Poveromo
5.	DISCUSSION AND POSSIBLE ACTION ITEM(S): Discussion and Possible Action items are for information, discussion and possible action.		
	a.	Camp Colley- Requests for Proposals	Jarod Rogers, Theresa Faull
	b.	Laveen School District Lease of Park Property	Theresa Faull
6.	CALL TO THE PUBLIC – Citizens are provided time to make statements to the Board. <i>(Those desiring to make a statement should have informed staff in advance of the meeting by following the instructions on this notice.)</i> We welcome citizen input; however, items brought to the Board’s attention cannot be discussed unless they are listed as an agenda item. Action taken as a result of public comment will be limited to requesting staff to study the matter or rescheduling the matter for further consideration and/or decision at a later date.		Dorina Bustamante, Chair
7.	BOARD CHAIRPERSON’S REPORT – The Chairperson will verbally present comments or requests to the Board without Board discussion.		Dorina Bustamante, Chair
8.	BOARD COMMENTS/REQUESTS – The Chairperson will entertain Board member comments or requests without Board discussion.		Dorina Bustamante, Chair
9.	DIRECTOR’S BRIEFING – Briefing items will be verbally presented to the Board by the Director or designee without Board discussion.		Cynthia Aguilar, Director
10.	Adjournment		Dorina Bustamante, Chair

For further information or to request a reasonable accommodation, please contact Tannia Ruiz, Management Assistant I, Parks and Recreation Department at 602-495-5215 or TTY: 7-1-1.

August 19, 2022



To: Parks and Recreation Board

Date: August 25, 2022

From: Cynthia Aguilar, Director

Subject: MARGARET T. HANCE PARK UPDATE

This report provides an update to the Parks and Recreation Board (Board) on the status of Margaret T. Hance Park (Hance Park) Master Plan implementation.

BACKGROUND

On April 28, 2016, the Board approved the refined Hance Park Master Site Plan and in October 2017, HargreavesJones (HJLA) began the design for the redevelopment of Hance Park, estimated to cost a total of \$100 million. A public open house was held in May 2018; on April 3, 2019, the City Council approved a contract with Haydon Building Corp. (Haydon) to perform preconstruction services using a Construction Manager at Risk (CMAR) delivery method.

The Hance Park Partner Coalition, comprised of the Parks and Recreation Department, Hance Park Conservancy and Phoenix Community Alliance, hired a professional fundraiser to assist in the development of a capital campaign to raise \$30 to \$45 million in private funding, which will complete Phase 1 of the plan.

On Aug. 15, 2019, the Board approved the first sponsorship agreement for Hance Park: a \$2 million donation from the Fiesta Bowl towards construction of the Fiesta Bowl PLAY at Hance Park. On July 13, 2021, the Board approved the second sponsorship agreement for Hance Park: a \$2 million donation from Republic Services Charitable Foundation, the charitable arm of Republic Services, towards construction of the garden at Hance Park.

An Intergovernmental Agreement (IGA) between the City and the Arizona Department of Transportation (ADOT) was created to repair the bridge joints beneath the park as construction of the park takes place.

DISCUSSION

Following the \$2 million sponsorship from the Republic Services Charitable Foundation secured by the Phoenix Community Alliance, the Parks and Recreation Department is proceeding with construction of the garden, as planned in Phase 1B. The garden will be

located immediately west of Central Avenue and north of the Irish Cultural Center. The garden will include trees, benches, shade canopy, flowing shrubs and succulents, natural surface walking paths and LED security lighting.

Coordination is ongoing with ADOT, Haydon and the City regarding maintenance and repair of tunnel bridge joints underneath the park. Haydon completed two joint repairs on the west side of the park in November 2021. To coincide with Phase 1B, joint repairs are underway and expected to be completed by early June 2022. Additionally, joint repairs on the east side of the park will resume in June 2022.

Staff continues to communicate with key stakeholders around the park regarding the upcoming garden construction and joint repair activity.

Update

The ADOT joint repairs on the east side of the park are 90 percent complete. Completion is pending the reopening of the Burton Barr Library overflow parking lot which is scheduled to be reopened by Aug. 18. Fencing around the 3rd Street parking lot and park have been removed. Staff are now focused on turf repairs and preparation for overseed season. The 3rd Street parking lot impacted by joint repairs will undergo a full parking lot renovation in September 2022. Joint repairs in Phase 1B were completed and security fencing was adjusted to increase pedestrian accessibility in the park.

General construction milestones for the Phase 1B garden include earthwork and structural footings through August 2022. Haydon is transitioning grading efforts from the first quarter of the site to the second quarter. Improvements include installation of geofoam, sand base, soil mix, block outs for future tree boxes, and a storm drain. Subgrade is also being prepared for future sidewalk and structural footings for light poles, site furniture, and canopy columns. Tree tagging is complete and plant material has been reviewed to ensure required sizes and conditions are met.

The garden will be another amenity that will help further activate the park and is another exciting component of the Revitalization Project. The garden will be completed in January 2023 in time for Super Bowl LVII.

Staff continue to work with HargreavesJones and Haydon to identify elements of the Master Plan for potential phasing of projects as additional sponsorships are obtained.

RECOMMENDATION

This report is for information only.

Prepared by: Kat Mase, (Delegate) Deputy Director

Approved by: Martin Whitfield, Assistant Director



To: Parks and Recreation Board

Date: August 25, 2022

From: Cynthia Aguilar, Director

Subject: CODE OF CONDUCT UPDATE

This report provides the Parks and Recreation Board (Board) with a standing monthly update regarding implementation of the Code of Conduct and ongoing education.

BACKGROUND

In October 2019, following a series of 13 community meetings to gather public input about problematic behaviors in parks and proposed solutions and discussions at five Board meetings, the Board approved staff to move forward with the implementation of a Code of Conduct for parks and park facilities.

The goal of the Code of Conduct is to promote behavior that allows everyone to enjoy clean, safe, accessible and inviting parks, facilities and programs by providing clear expectations of acceptable behavior in flatland parks, desert and mountain parks and preserves, and other park facilities. The Code of Conduct was written in partnership with the community and several City departments, including the Law Department, the Prosecutor's Office and the Police Department.

In October 2020, City staff provided the Board with an update regarding Code of Conduct implementation, which had been on hold. At that meeting, the Board requested monthly updates regarding implementation and numbers of educational contacts and trespass notices.

In January 2021, staff implemented the Code of Conduct and began a 90-day education period regarding the new behavioral expectations for parks and park facilities. In April 2021, the trespass policy contained within the Code of Conduct took effect.

DISCUSSION

Educational Contacts and Trespass Notices

Staff continues to educate the community and park guests regarding the Code of Conduct. At the Board's request, the number of educational contacts made by staff in the field and the number of trespass notices issued are tracked and reported to the Board monthly.

Parks and Recreation Department staff are also installing Code of Conduct signage throughout the park system to assist with public education. Sign installation has been completed in 31 parks. Installations continue with a goal of installing all signs by the end of 2022.

From June 5 to July 24, approximately 1,213 educational contacts were made by staff. During the same period, (42) trespass notices were issued by Park Rangers. The (42) trespass notices issued during this period were for offenses related to the following: loitering in a park after hours (18), loitering (8), drug paraphernalia (7), smoking (4), camping (3), shopping cart (1) and dog off leash (1).

At the time of this report, (0) notices have been issued to juveniles with no citations, and no appeals have been received.

The Parks and Recreation Department will continue to provide standing monthly updates as requested by the Board. The following is a summary of the number of educational contacts made in 2022.

Date	Number of Educational Contacts	Number of Trespass Notices Issued Involving Illegal Activity/PD
Week of July 24	119	11
Week of July 17	158	8
Week of July 10	90	7
Week of July 3	52	5
Week of June 26	191	3
Week of June 19	163	8
Week of June 12	203	0
Week of June 5	237	0
Week of May 29	52	0
Week of May 22	164	1
Week of May 15	336	6
Week of May 8	501	0
Week of May 1	362	0
Week of April 24	485	14
Week of April 17	461	0
Week of April 10	415	0
Week of April 3	401	35
Week of March 27	635	15
Week of March 20	305	1
Week of March 13	540	1
Week of March 6	560	2
Week of Feb. 27	590	1

Week of Feb. 20	601	2
Week of Feb. 13	584	0
Week of Feb. 6	483	1
Week of Jan. 30	568	0
Week of Jan. 23	409	0
Week of Jan. 16	711	5
Week of Jan. 9	301	2
Week of Jan. 2	430	2

Staff will continue to lead with education about the Code of Conduct and report the number of educational contacts made and the number of trespass notices issued to the Board on a monthly basis.

RECOMMENDATION

This report is for information only.

Prepared by: Jarod Rogers, Deputy Director

Approved by: Tracee Hall, Assistant Director



To: Parks and Recreation Board

Date: August 25, 2022

From: Cynthia Aguilar, Director

Subject: PATRIOT'S SQUARE PARK RECONFIGURATION

This report provides an update to the Parks and Recreation Board (Board) on plans to redesign Patriot's Square Park and CityScape Open Space located at 11 W. Washington St.

BACKGROUND

In September 2007, the City entered into a "Declaration of Park Restrictive Covenants" (Declaration) with RED Cityscape Development, LLC to redevelop an area of downtown now known as "CityScape." The Declaration allowed development of previous open space known as "Patriot's Park" for retail, office, or residential uses.

In the Declaration, the developer agreed to replace the previous Patriot's Park with "park-like character" publicly accessible open space, now known as Patriot's Square Park and CityScape Open Space. The developer also agreed to convey the open space to the City and to maintain this space in accordance with City standards. Today, this open space is available to the public in the manner of any City park.

The City has planned and designed a new light rail station at CityScape, along Central Avenue south of Washington Street. To accommodate the track and station site, park boundary reconfiguration is needed. On June 25, 2020, the Board approved the recommended boundary reconfiguration and design, which removed some open space to allow for the future light rail platform and enlarged the amount of open space for an adjacent pedestrian plaza, resulting in no diminishment of square footage dedicated to Patriot's Square Park or CityScape Open Space.

DISCUSSION

In accordance with the existing Declaration, RED Cityscape Development, LLC will redesign Patriot's Square Park and CityScape Open Space to create a more traditional park setting. Today, the space is primarily concrete with minimal shade and an underutilized splash pad. With input from the Parks and Recreation Department, RED Cityscape Development, LLC will repurpose the space to include grass, trees, shade and seating for the public to enjoy. The redesigned space will also better serve special activities and events. An initial phase installing new furnishings and accessories is

anticipated to be completed before the 2023 Super Bowl, followed by additional renovations scheduled to be completed in 2024.

RECOMMENDATION

This report is for information only.

Prepared by: Sara Del Valle, Management Assistant

Approved by: Cynthia Aguilar, Director



To: Parks and Recreation Board

Date: August 25, 2022

From: Cynthia Aguilar, Director

Subject: RENAMING OF PUEBLO GRANDE MUSEUM

This report provides the Parks and Recreation Board (Board) a request from the Salt River Pima Maricopa Indian Community to rename the Pueblo Grande Museum and Archaeological Park (Museum) to an O’Odham name which reflects the connection the site has with the local O’Odham and Piipaash communities.

BACKGROUND

Recognizing Native Homelands

Indigenous occupation in the Salt River Valley has been documented by archaeologists as far back as the archaic period 12,000 years ago. Paleo-Indian hunter and gatherer evidence has been found in southeastern Arizona, which demonstrates even earlier occupation. The O’Odham communities know that they have been here since time immemorial.

Indigenous occupation in Central Arizona was first documented in the 1500s by Spanish explorers who named the people and occupied or unoccupied (prehistoric sites) villages they encountered using Spanish words. When Euro-Americans moved to Central Arizona in the 1800s, they either used the names created by the Spanish or used English words. For example, Pima, Papago, Maricopa and Hohokam are all terms created by non-native peoples. In addition, names of prehistoric sites are either Spanish or English: Las Canopas, La Ciudad, Snaketown, Las Colinas, Los Morteros, Las Cremaciones, Casa Grande, Pueblo Grande, Dutch Canal Ruin, etc.

The O’Odham and Piipaash (Pima, Papago and Maricopa) feel sites renamed in Spanish or English contribute to erasure of their ancestral homelands, some of these names are deemed offensive. In addition, O’Odham traditionally do not name geographic features after individual people.

Recognizing the Uniqueness of the Site

The Museum’s name of Pueblo Grande creates a false connection to the Puebloan people who live further north – the ancestors of the Dine (Navajo), Hopi and Zuni

peoples. Many of the visitors to Pueblo Grande are expecting to see the types of sites found at Tuzigoot or Montezuma's Castle. Changing the name would more clearly reflect the actual architectural features found here.

The Museum exists to preserve and help interpret the site and the ancestral occupation and to bring attention to living indigenous communities. Focusing on the importance of the site will better serve residents and visitors. This is a unique feature which differentiates the Museum from other museums in Phoenix. Rebranding the Museum with an appropriate O'Odham name would better serve Museum audiences.

Over 60 percent of Museum guests are visiting from out-of-town, state or country, and a large percentage of in-town visitors are school children. Given current resources and the minimal marketing the Museum has been able to provide, staff does not feel the Museum is so heavily branded that a name change would cause any major issues for Phoenix residents. Staff believes this change would elevate the Museum's profile and increase interest in the site.

Other Connected Organizations

As the Museum is also a National Historic Landmark (NHL), Museum leadership has reached out to the National Park Service, which is the federal agency that manages NHLs, to discuss a possible name change. The National Park Service enthusiastically supports this proposed change. The State Historic Preservation Office, an agency charged with oversight of archaeological resources in the State of Arizona, also endorses this proposed change.

DISCUSSION

On July 22, 2022, the U.S. Department of the Interior announced the Derogatory Geographic Names Task Force had finished their review of derogatory names for geographic features on public lands and would submit its name change recommendations in September 2022.

In March 2022, co-founder Corrina Gould, (Lisjan Ohlone) of the Sogorea Te' Land Trust, was featured in the National Trust for Historic Preservation's *People Saving Places*. She said, "I think one of the biggest challenges for protection of Indigenous cultural heritages is **our invisibility in our own homelands.**" ([People Saving Places: Corrina Gould and the Protection of the West Berkeley Shellmound | National Trust for Historic Preservation](#))

To date, Pueblo Grande Museum staff have received four letters in support of a name change, including the State Historic Preservation Office, Gila River Indian Community (GRIC), Salt River Pima-Maricopa Indian Community (SRPMIC) and the Pueblo Grande Museum Auxiliary dba Friends of Pueblo Grande Museum.

State Historic Preservation Officer Kathryn Leonard indicated in her letter of support that the site of Pueblo Grande is a National Historic Landmark, and, though not under federal jurisdiction, this designation places it solidly within the framework of this important national dialogue.

The Gila River Indian Community support letter states that they believe this name change will be a great benefit to the descendants of the Huhugam, as well as align with the Parks Board Land Acknowledgement Statement adopted on June 24, 2022.

Discussion within the O'Odham community is appropriate and will be pursued to acknowledge these ancestral lands and sites by the names the elders of these communities deem appropriate.

Pueblo Grande Museum will work to facilitate discussions with the SRPMIC and GRIC communities, then present suggested names to the four Southern Tribes of the O'Odham at their working group meeting in September 2022. If a consensus is reached, the agreed-upon name would be presented to the Board for further discussion and consideration in October 2022.

RECOMMENDATION

This report is for information only.

Prepared by: Nicole Armstrong-Best, Pueblo Grande Museum Administrator

Approved by: Jarod Rogers, Deputy Director

**CITY OF PHOENIX
PARKS AND RECREATION BOARD
SUMMARY MINUTES
June 23, 2022**

Virtual meeting hosted on WebEx.

Board Members Present

Dorina Bustamante
Aubrey Barnwell
Kelly Dalton
Michael Lieb
Tony Moya
Masavi Perea

Board Members Absent

Sarah Porter
Aubrey Barnwell

Staff Present

Cynthia Aguilar
Tracee Hall
Martin Whitfield
Patricia Boland
Alonso Avitia
Jarod Rogers
Tannia Ruiz
Courtney Johnson
Ray Ficcaglia
Roxann Favors
Sara Del Valle

Community Members

Sara Meany
Jennie Patel
Heather Holland

Board Member Dalton joined the voting body at 5:07 p.m.

1. CALL TO ORDER

Chairperson Bustamante called the meeting to order at 5:02 p.m.

2. INFORMATION ITEM(S):

2a. Margaret T. Hance Park Update

Information only. No Board Member requested additional information.

2b. Code of Conduct Update

Information only. No Board Member requested additional information

2c. Demolition of Ranger Station

Information only. No Board Member requested additional information

3. INFORMATION AND DISCUSSION ITEM(S):

3a. 2023 Super Bowl LVII Planning Update

Deputy Director Alonso Avitia introduced City Major Events Administrator Roxann Favors, Arizona Super Bowl Host Committee Head of Social Responsibility and Volunteers Jennie Patel, and Arizona Super Bowl Host Committee Head of Events Heather Holland.

Ms. Favors shared the goals of the Arizona Super Bowl Host Committee, the economic impact of the 2015 Super Bowl in the Valley, and preparations for the upcoming 2023 Super Bowl.

Ms. Patel provided an overview of proposed Super Bowl LVII events and plans to promote social responsibility.

Ms. Favors discussed the City of Phoenix Super Bowl LVII Steering Committee and efforts to ensure the success of major events hosted by the City. She noted that Mr. Avitia represented the Parks and Recreation Department in this Steering Committee. She indicated that Civic Space Park, Heritage Square Science Park and Margaret T. Hance Park were highlighted as reservable event spaces when the City bid to host the Super Bowl, noting the importance of light rail access at these parks. Ms. Favors explained next steps in the planning process, including NFL site visits, event venue programming and working group operational plans.

Chairperson Bustamante expressed her excitement about the described volunteer opportunities, green event initiatives and economic impacts.

Board Member Lieb asked if the hometown team participated in the planning meetings.

Ms. Holland discussed efforts to collaborate closely with the Arizona Cardinals.

Board Member Moya asked if the Phoenix Convention Center would be utilized.

Ms. Favors indicated that staff anticipated it would be used for a fan experience event and that more information would be made available to the public over the summer.

Board Member Perea thanked the team for the presentation and asked if the City and Valley trails would be showcased throughout the Super Bowl.

Ms. Patel and Ms. Holland confirmed those elements would be showcased and described a partnership with Visit Phoenix to highlight the City parks and mountain preserves.

4. CONSENT ITEM(S):

Items 4a-4g were for consent action. No presentations were planned, but staff was available to answer questions.

4a. Parks and Recreation Board Summary Minutes- May 26, 2022

4b. Zona Rock Festival at Margaret T. Hance Park

4c. Molina Complete Care Sponsorship for Community and Recreation Centers

4d. New 2022 Request to Vend at Encanto Park

4e. Approval to Issue a Request for Proposal (RFP) for Farmers Markets in City Parks

Chairperson Bustamante mentioned a Letter of Support obtained from Evans-Churchill.

4f. Recommendation to Accept Property into the Phoenix Mountain Preserve

4g. Cell Tower Contract at Desert Foothills Park

Board Member Perea made a motion to approve consent items 4a through 4g. Board Member Lieb seconded the motion which passed unanimously, 6-0.

5. CALL TO THE PUBLIC

There was one member of the public who requested to speak and was heard.

Sara Meany from the Women's Climbing Coalition requested a partnership the City to officially designate climbing areas in South Mountain Park and Preserve. She expressed her desire for continued access to the areas familiar to climbers and added that members of the climbing community attended the master planning meeting for South Mountain Park and Preserve in 2017.

6. BOARD CHAIRPERSONS REPORT

Chairperson Bustamante highlighted several events taking place in the upcoming months. She noted that the Parks and Recreation Board would not meet in July and that meetings would resume in August.

7. BOARD COMMENTS/REQUESTS

8. DIRECTOR'S BRIEFING

Assistant Director Martin Whitfield described a partnership with Dick's Sporting Goods to host a youth basketball clinic. He added that this partnership included a grant which will be used to purchase items for the youth sports program. He described a recent community survey for a new playground at Monterey Park receiving 29 responses.

Director Cynthia Aguilar recognized five employees who completed the Engaging Leader Program, highlighted an independent study that ranked Phoenix as one of the top U.S. Cities for Hiking in 2022, and acknowledged July as National Parks and Recreation Month. She noted that the City had been featured in the July edition of the National Recreation and Park Association (NRPA) magazine and that the photo selected for the magazine cover was taken during the dedication and celebration of Piestewa Peak improvements.

9. ADJOURNMENT

Board Chairperson Bustamante adjourned the meeting at 5:43 p.m.

Respectfully submitted,

Courtney Johnson
Management Assistant

DRAFT



To: Parks and Recreation Board

Date: August 25, 2022

From: Cynthia Aguilar, Director

Subject: HERITAGE SQUARE SUB-PERMIT AGREEMENT – TEETER HOUSE

This report requests Parks and Recreation Board (Board) approval for the Heritage Square Foundation (Foundation) to enter into a new five-year sub-permit agreement with the option to renew an additional five years with Julie and Fabian Ocampo, dba Que Sazon, for the use of the Teeter House at Heritage Square.

BACKGROUND

Heritage Square is home to the Rosson House and a collection of other historic buildings that house restaurants and shops. The Foundation manages the historic buildings at Heritage Square, oversees sub-permittees and operates Heritage Square for the enjoyment of the public.

Under the terms of Master Use Agreement with the Board, the Foundation has the authority to select tenants for the historic buildings at Heritage Square and to enter into sub-permit agreements with them, subject to the review and approval of the Board. The Foundation collects rental fees and remits 25 percent of the proceeds to the City for the Heritage Square Fund; the Foundation keeps the other 75 percent for operational use.

One of the historic homes at Heritage Square is the Teeter House. This property is currently vacant, and the previous sub-permittee, Nobuo Fukuda, dba Nobuo at Teeter House, vacated the premises and filed for bankruptcy protection in December 2020.

The Foundation began recruiting to fill the Teeter House vacancy in August 2021, providing detailed information about the property on its website, as well as advertising the vacancy to local chambers and organizations such as Local First Arizona and Phoenix Community Alliance. The Foundation advertised on LoopNet, and the listing was viewed over 122,655 times. The Foundation entertained 83 leads and provided 40 onsite tours of the property. A commercial real estate agent provided pro bono services to review the property and the application process, resulting in an extensive vetting process and fair offer of terms. Applicants were required to complete an application and provide a business plan and financial information, and credit checks were conducted.

DISCUSSION

The Heritage Foundation Finance and Tenancy Committees thoroughly reviewed the applications, and applicants with adequate financial resources were invited to interview. Upon the recommendation of the Finance and Tenancy Committee and the successful negotiation of terms, the Foundation Executive Board approved moving forward with Que Sazon, LLC and now requests approval of the City of Phoenix Parks and Recreation Board to enter into a new sub-permit agreement with the prospective tenant.

Que Sazon originated in Saint Louis, Mo. in 2014 and operated successfully as a food truck until Julie and Fabian Ocampo relocated to Arizona in 2016. They opened a second truck in Maricopa County in January 2017, building up a clientele and following until closing at the start of the pandemic. Que Sazon's sales increased from 2017 to 2018 with a profit margin of 22 percent, and from 2018 to 2019 the profit margin increased to 52 percent. Que Sazon was voted Best Food Truck in their first year of operation in 2017. That same year, Fabian Ocampo participated in and won the Epicuriad Culinary Chef Competition, which is a fundraiser for children with brain cancer. In 2019, Que Sazon won Best Loaded Fries at the French Fry Throw Down Food Truck Festival. Que Sazon has also been featured in the New Times Magazine several times.

Que Sazon plans to offer a unique and fresh South American and Spanish style cuisine, specializing in tapas. The menu will include simple, made-to-order items, with daily seasonal specials. Their targeted audience includes teens, new parents, business managers and sales executives. There are minimal South American and Spanish style cuisine restaurants in the Phoenix area, making Que Sazon unique in its food offerings and convenient services at reasonable prices.

In accordance with the Master Use Agreement, the Foundation Board is recommending approval of the attached sub-permit agreement with Julie and Fabian Ocampo through July 2027 with an option to extend through July 2032 (**Attachment A**).

RECOMMENDATION

Staff recommends Board approval for the Heritage Square Foundation to enter into a new five-year sub-permit agreement with the option to renew an additional five years with Que Sazon, LLC.

Prepared by: Kat Mase, (Delegate) Deputy Director

Approved by: Martin Whitfield, Assistant Director

ATTACHMENT A

SUB-PERMIT AGREEMENT

This Sub-Permit Agreement (the "Agreement") is made and entered into as of August 1st, 2022, by and between Rosson House-Heritage Square Foundation, Inc., an Arizona nonprofit corporation ("Foundation") and Julie and Fabian Ocampo, doing business as Que Sazón ("Occupant").

WITNESSETH

In consideration of the mutual covenants hereinafter stated, the parties agree as follows:

1. Creation of Sub-Permit. It is understood and agreed that this Agreement is in the nature of a permit and does not create a lease, easement, or other estate or right in the real property. Foundation hereby grants to Occupant a Sub-Permit to use the Teeter House, 622 E. Adams Street, Phoenix, Arizona 85004 (the "Premises"). The Premises include 1,300 square feet of interior floor space as well as the surrounding 'yard', as defined below in this agreement, should the tenant choose to utilize the exterior 'yard' area. The Premises is part of Heritage Square in Heritage and Science Park in the City of Phoenix and is owned by the City of Phoenix.

2. Term. The term of this Agreement shall commence on the date first shown above, terminating on July 31st, 2027, with the option to renew (outlined below in Section 4 of this agreement); provided, however, that the Foundation may, solely for causes listed in this Sub Permit Agreement below, cancel this Agreement upon sixty (60) days written notice with a cure period of the same sixty (60) days unless otherwise noted in this Sub Permit Agreement below. The authority under which the Foundation may enter into this Sub Permit Agreement is subject to the Master Use Agreement dated November 10, 1987, between the City of Phoenix and the Foundation, a copy of which is attached hereto as **Exhibit A** and is incorporated by reference (the "Master Use Agreement"); and provided, however, that Occupant, at its sole discretion, may cancel this Agreement upon sixty (60) days written notice, subject to payment to the Foundation of the next six (6) months monthly permit fee, as defined below. In the event that the Foundation exercises its

right to terminate this Agreement pursuant to this paragraph, the Occupant shall not be subject to payment of the immediately aforementioned next six (6) months monthly permit fee.

3. Monthly Permit Fee. The payment commencement date is August 1st, 2022. The monthly fee shall be payable by the Occupant and received by the Foundation no later than the first day of the month. Occupant has chosen to use the Tenant Improvement Allowance towards build out costs to improve the building for their use. See section 7 of this agreement for more details on the Tenant Improvement Allowance (TIA). Over the term of this Agreement, the monthly fee shall be payable as follows:

Rent Breakdown for the five (5) years of this Sub Permit Agreement:

August 2022 - July 2023: \$3,500 per month

August 2023 - July 2024: \$3,605 per month

August 2024 - July 2025: \$3,713.15 per month

August 2025- July 2026: \$3,824.54 per month

August 2026 - July 2027: \$3,939.28 per month

Occupant further agrees to pay Foundation, together with the monthly fee, any excise, sales or privilege tax imposed or levied by any governmental entity on Foundation on account of this Agreement.

4. Occupant's Option. Occupant shall have the option, exercisable in writing at any time prior to July 2027, to extend this Agreement for an additional term of five (5) years. In the event Occupant exercises this Option, the monthly fees payable shall be:

August 2027 - July 2028: \$4,057.46 per month

August 2028 - July 2029: \$4,179.18 per month

August 2029 - July 2030: \$4,304.56 per month

August 2030 - July 2031: \$4,433.70 per month

August 2031 - July 2032: \$4,566.71 per month

In the event Occupant exercises this Option, all remaining terms, covenants, and conditions of the Agreement shall remain in full force and effect.

5. Late Fee. If Occupant fails to pay the monthly fee when due or any other amount of any kind payable by it under this Agreement, such unpaid amount shall bear interest from the date due to the date of payment at the lower rate of 5% per annum or the maximum rate then allowed by law. If the Occupant is in default of payment for more than 90 days, the late fee will go up to 18% per annum. This interest provision is in addition to and not in lieu of the Foundation's other rights and remedies hereunder.

6. Security Deposit. Foundation must receive a security deposit of \$7,000.00 from the Occupant upon taking occupancy of the Premises. The security deposit shall be refunded to Occupant upon the conclusion of this Agreement if Occupant satisfies all its obligations under this Agreement. The security deposit shall not earn interest and the Foundation is not required to separate the deposit from its other funds.

7. Tenant Improvement Allowance. A Tenant Improvement Allowance (“TIA”) will be provided to the tenant from the Heritage Square Foundation in the amount of \$10,000 to be used toward the costs of the build out for the restaurant. The Occupants must provide the Foundation with receipts proving that the \$10,000 went directly to improvements for the building or for the yard area.

8. Taxes. Occupant shall pay directly to the taxing authority before delinquent all transaction privilege taxes arising from transactions conducted in the Premises, and all taxes, assessments, license fees, and other charges that are levied and assessed against Occupant's personal property installed or located in or on the Premises.

9. Minimum Hours of Operation. Occupant shall hold the Premises open for business, at a minimum of 5 days a week for 6 hours a day. The Occupant will not be beholden to these hours in the case of emergencies, natural disasters, shutdowns due to COVID-19/other pandemic viruses, or special events with prior approval from the Foundation.

10. Scope of Permitted Uses. The Premises may be used as a restaurant, a bar, a retail/consignment space, and a gathering / private events space with approved events by the Foundation and the City of Phoenix. Examples of approved and not approved events will be provided by the Foundation, referred to as “Heritage Square Tenant Event Parameters”, and attached to this agreement as **Exhibit B**. The Occupant may sell alcohol on Premises as long as all proper licensing is secured and in good standing. No goods, merchandise, or materials shall be kept, stored, or sold by Occupant on or about the Premises that are in any way hazardous. Occupant agrees not to deface or damage the Premises in any manner, use the fireplaces (which are capped), to overload the floors of the Premises (max floor load is 12 psi), or in any way to cause more than normal wear to the Premises. Notwithstanding the general default provisions contained elsewhere in this agreement, violation of this provision will constitute a material breach of this sub permit agreement for which Occupant need not be given notice or the opportunity to cure and that in the event of such breach the Foundation may immediately exercise any and all remedies permitted to it under sections 26 and/or any other applicable part of this agreement.

11. Laws, Rules, and Regulations. Occupant shall comply with all applicable laws, rules, and regulations.

11.1. Federal, State, and City/County laws, mandates, and regulations. Occupant agrees to comply with all laws, mandates, and regulations in effect as they may exist from time to time. If the Occupant serves or sells alcoholic beverages, the Occupant is required to obtain the appropriate licenses and permits. The Occupant shall comply with all OSHA regulations.

11.2. City Park Rules and Regulations. Occupants shall comply with all the rules, regulations, and procedures governing occupants of Heritage Square and Heritage and Science Park as they may exist from time to time. Copies of the currently applicable rules, regulations, procedures, and code of conduct governing occupants of Heritage Square and Heritage and Science Park are available through the City of Phoenix website (<https://www.phoenix.gov/parks>). Occupant shall be solely responsible for ensuring awareness of the then-current rules, regulations,

and procedures governing occupants of Heritage Square and Heritage and Science Park. This includes the Heritage Square parking garage rules as determined by Ace Parking and commercial filming and photography rules as determined by the City of Phoenix and the City of Phoenix Film Office (<https://www.phoenix.gov/econdev/filming>).

11.3. Foundation Rules and Regulations. Occupant shall provide Foundation with copies of all licenses and permits required to operate as determined by the Scope of Permitted Uses in section 10. Occupant shall provide the Foundation with an annual copy of their Certificate of Liability Insurance and all other applicable insurance policies and immediately communicate any license or permit status changes. The Occupants' Certificate of Liability Insurance must list both the address of the Premises (622 E. Adams Street, Phoenix, AZ 85004) and the Foundation office address (113 N. 6th Street, Phoenix, AZ 85004) as Additionally Insured in the Description of Locations box on the COI. Example of format for Additionally Insured entities hereunder:

Heritage Square Foundation
113 N. 6th Street
Phoenix, AZ 85004

Teeter House
622 E. Adams Street
Phoenix, AZ 85004

Any contractors that are hired by the Occupant for repairs must also provide their Certificate of Liability Insurance in the same manner as listed above. Occupants must comply with all Tenant Events Parameters as laid out in the "Heritage Square Tenant Event Parameters", attached to this agreement as **Exhibit B**. This Sub Permit Agreement is contingent upon the Occupant receiving all appropriate licensing such as liquor, retail, restaurant-related, and all other operating permits required, as well as obtaining city, county, and state inspections to operate according to the Scope of Permitted Uses in Section 10 of this agreement. Foundation reserves the right to update its Rules and Regulations at any time but must submit any changes to the Occupant with thirty (30) days written notice, prior to implementation of the changes. Failure to comply with

the Foundation Rules and Regulations gives the Foundation cause to cancel this Agreement upon sixty (60) days written notice with a cure period of the same sixty (60) days.

12. Conditions of Premises and Alterations. The Premises is a historic house on the National Registry of historic places and is subject to all laws and rules that apply to registered historic places. The Premises is owned by the City of Phoenix. Occupant shall retain a certified inspector upon entering into this Agreement with Foundation. Once the final inspection and mutually agreed on necessary repairs for the premises to be move-in ready are completed, the Occupant acknowledges acceptance of the existing condition of the Premises. The Foundation ensures that upon final inspection of the Premises all HVAC, plumbing, and electrical will be in good working condition prior to the Occupant move-in date. Any improvements to the plumbing, HVAC, or electrical systems that are specific to the Occupant's use of the space are the sole responsibility of the Occupant. The City of Phoenix is only responsible for maintaining the existing HVAC, plumbing, and electrical systems. All changes to these systems must be approved through the Foundation and the City of Phoenix prior to any work being completed. This Sub Permit Agreement assumes that the facility will be move-in ready by August 1st, 2022. If the facility is not move-in ready by that date, the permit fees start date will be adjusted to the new occupancy date if the obstacles were caused directly by the Foundation or the City of Phoenix. Any upgrades that arise after inspection and are tenant use specific are the responsibility of the tenant and not the City of Phoenix or the Foundation.

12.1. Interior Alterations. Occupant will not, without the prior written consent of Foundation, make or allow to be made any alterations, improvements, or additions (collectively "Alterations") to the Premises nor shall Occupant alter or remove any fixtures or equipment that may be installed on the Premises without Foundation's prior written approval. Occupant shall provide the Foundation for its prior approval any proposed plans for Alterations, which approval may be withheld for any reason. All Alterations are subject to the approval of both the Foundation and the Parks and Recreation Board. Any Alterations made, excepting only Occupant's trade

fixtures, will become part of the Premises and be the property of the Foundation unless Foundation requires Occupant to remove such Alterations upon expiration or termination of this Agreement. Occupant's trade fixtures must be approved by the Foundation and the City of Phoenix prior to installation. Any new trade fixtures after the signing of this Agreement must be approved prior to installation by the Foundation and the City of Phoenix. When required by codes, ordinances and/or state law, please provide drawings prepared by the appropriate registrant. Otherwise, for non-critical items, "professionally prepared documents" may be adequate. Design plan renderings must be provided at the time of submission. Failure to comply with this section will result in fees, fines, reparations, and other remedies to restore the premises to their previous condition.

12.2. Exterior Building Alterations. Occupant will not make or allow any alterations to the exterior of the Premises, nor shall Occupant alter or remove any features of the building. Occupant shall provide the Foundation for its prior approval any proposed plans for exterior building Alterations, which approval may be withheld for any reason. All exterior building Alterations are subject to approval by the Foundation, City of Phoenix Parks and Recreation, and City of Phoenix Office of Historic Preservation. Any exterior building Alterations will be made by the City of Phoenix or its contractors and will become part of the Premises and be the property of the City of Phoenix. These rules and regulations apply to any exterior storage as well. Work at the exterior can typically be prepared, if required, by a Landscape Architect and renderings must be provided at the time of submission. Failure to comply with this section will result in fees, fines, reparations, and other remedies to restore the premises to previous condition.

12.3. Exterior of Premises (Yard). The yard is defined as the exterior space immediately in front of the Teeter House that is encompassed by the fenced area between the Teeter House and the City of Phoenix sidewalk areas. Occupant will not, without the prior written consent of Foundation and the City of Phoenix, make or allow to be made any alterations, improvements, or additions to the exterior landscaping of the Premises, including but not limited to the use of outdoor furniture and seating, the installation and use of shade structures, and the use and installation of

outdoor cooling or warming devices (i.e., misters, heat lamps, chimineas, etc.) (“Yard Improvements”). Occupant shall provide Foundation for its prior approval any proposed plans for Yard Improvements, which approval may be withheld for any reason. Exterior storage of any items by Occupant must be submitted to the Foundation in writing for approval prior to installing or storing trade fixtures or operations-related supplies of any kind in the Yard. The Foundation requires Occupant to remove such Yard Improvements upon expiration or termination of this Agreement and restore the Yard to its original condition. All plans submitted for approval must be professional architectural plans and renderings must be provided at the time of submission. Failure to comply with this section will result in fees, fines, reparations, and other remedies to restore the premises to previous condition. The yard must be always kept clean; no dumping of trash, dirty mop water, or discarded items are permitted.

12.4. Liens. Occupant shall keep the Premises free and clear of all liens of mechanics or materialmen, and all liens of a similar character, including judgment liens, arising out of or in any way connected with Occupant's use of the Premises or permitted alteration thereof. Notice is hereby given that Occupant, in making any improvements or alterations to the Premises or doing any other acts in connection with Occupant's use and occupancy of the Premises, does not act as Foundation's agent or in any other representative capacity for Foundation, and neither Foundation nor the Premises shall be liable for any labor, services or materials furnished to or to be furnished to Occupant, or to anyone holding the Premises or any part thereof through or under Occupant, and so mechanics' or materialmen's liens for any such labor or materials shall attach to or affect the interest of Foundation in and to the Premises. In the event any such lien or encumbrance is filed against the Premises, Occupant shall, within ten days after written notice thereof from Foundation, at Occupant's sole expense, obtain a surety bond and other items as may be required by Arizona Revised Statute § 33-1004, or any other then applicable statute, to discharge the Premises from such lien or encumbrance. Without in any manner limiting Foundation's other rights and remedies

hereunder, Foundation and Occupant hereby expressly agree that Foundation may specifically enforce Occupant's obligation to obtain any such bond.

13. Signs. Occupant may not erect any signs in the windows of or outside the Premises or on Heritage Square that differ in size, in placement, in reference to the Premises, or in design, from the signs of the other permittees on Heritage Square or violate any signage policies or regulations adopted by the Foundation, the Heritage and Science Park Advisory Board, or the City of Phoenix. Occupant will remove any signs erected by it at the termination of this Agreement, and at its sole expense shall repair any damage caused by such removal. No signs are allowed to be placed within the Heritage Square parking garage or any other area of the square without prior approval by the Foundation and the City of Phoenix.

14. Maintenance of Premises. Occupant shall provide interior janitorial maintenance services and maintenance and repairs necessitated by normal wear and tear, to include drain and toilet clogs, and to pay for any alterations during the term of this Agreement. All maintenance, repair, and alterations by Occupant shall be done in a good and workmanlike manner and in compliance with all applicable laws, rules, regulations and building codes. Occupant shall be responsible for procuring all necessary approvals and permits associated with any improvements, maintenance, repair and/or Alterations to the Premises. Occupant shall provide annual interior flooring maintenance as well as any regular maintenance required for their trade items and equipment. Occupant shall protect plumbing fixtures drains by installing mesh drain covers to prevent objects from entering the drainpipes. Occupant shall construct and maintain a safe protective enclosure for the exterior mop sink with prior design approval by the Foundation and the City of Phoenix.

14.1. Maintenance Schedule. The Occupant will follow the required maintenance schedule for the Premises as provided by the Foundation below. The Foundation and City staff will conduct monthly inspections to ensure that the maintenance schedule is being followed. If maintenance requirements are not met, Foundation will provide Occupant with a 30-day cure period. Upon

inspection after the cure period, if the required maintenance is not completed, the Foundation will contract an outside party to complete the maintenance and bill Occupant 110% of the cost to be paid within 30 days of invoice. Unpaid portions of the invoice will incur a late fee of \$100, plus \$20/day until paid.

14.1.1 Flooring Maintenance. Interior flooring must be serviced once per year at a minimum. This includes a professional cleaning, any prep needed (such as sanding), and sealing of the wood, tile, vinyl, or concrete floors. The occupant must provide an equipment layout plan with equipment detail (type & weight) prior to installation and provide an equipment site layout request for Foundation and City of Phoenix approval.

14.1.2. Grease Traps or Interceptors. Grease trap maintenance must be performed monthly if that frequency is determined by the grease trap maintenance company and the Foundation. This frequency varies based on the size of the grease trap and the use of the Premises. If the grease trap company recommends a quarterly schedule based on the size of the interceptor then that is also acceptable. Maintenance includes pumping and jetting. See section 14.1.3 below for more information on jetting.

14.1.3. Hydro-Jetting and Plumbing Maintenance. Hydro jetting of all plumbing lines should be completed twice per year if the premises are being operated as a restaurant and once per year if being operated for another use. Jetting must take place through all of the white floor sink drains to the grease traps and from the traps to the city main line. A schedule must be kept and provided upon request.

14.1.4. Hood Maintenance. Hood cleaning is mandatory on a quarterly basis each year and service records shall be provided to the Foundation after completion each quarter.

14.1.5. Landscaping. Landscaping must be maintained weekly by Occupant either in-house or through a professional landscaping company. All landscaping must be kept in an orderly manner without overgrown vegetation, trip hazards, or encroachment onto city property outside of the 'yard' area. All landscaping must follow the City of Phoenix noise ordinance rules and follow City

of Phoenix Parks Rules and Regulations. All professional landscaping must be completed by 10am daily so as not to disturb surrounding tenant buildings during their operations hours.

14.1.6. Dumpster Enclosure and Recycling. Occupants may utilize the dumpster south of Adams and a designated recycling bin for waste and recycling disposal. No hazardous materials are allowed onsite or in either receptacle. The dumpster area cleanliness is expected to be maintained by all Occupants with no waste left on the ground, the dumpster lids closed, and no spills present in the enclosure. If Occupant is in violation of the previously mentioned cleanliness expectations, a fee will be charged in the amount of \$100 to the Occupant to pay for the cleanup of the enclosure.

14.2. Repairs. Occupant will not be responsible for structural or mechanical repairs other than those needed for equipment owned by Occupant, or any interior wall and flooring damage caused by Occupant. Occupants shall not attempt to undertake any repairs to the electrical panels, HVAC systems, plumbing, fire alarm and suppression systems, or any other features of the building owned by the City of Phoenix. The Foundation will provide Occupant with estimated timelines for repair projects as provided by the City. Occupant is responsible for toilets, sinks, built-in cabinetry, bar tops, Ansul systems, and hood repairs. All contractors for these repairs must be pre-approved by the Foundation and the City of Phoenix. Occupant shall provide a list of preferred contractors ahead of scheduled work to the Foundation and all contractors must be licensed, bonded and insured. The Occupant shall obtain the contractor's Certificate of Liability Insurance ahead of work and the certificate must list both the address of the Premises (622 E. Adams Street, Phoenix, AZ 85004) and the Foundation office address (113 N. 6th Street, Phoenix, AZ 85004) as Additionally Insured in the Description of Locations box on the COI. Example of format for Additionally Insured entities hereunder:

Heritage Square Foundation
113 N. 6th Street
Phoenix, AZ 85004

Teeter House
622 E. Adams Street
Phoenix, AZ 85004

14.3. Duty to Report. Occupant shall report all repair needs to the Foundation immediately upon discovery. Foundation may solicit answers to questions to effectively troubleshoot issues and then shall submit a work order to the City to address the issue.

15. Utilities. All utility services, including water, sewage, garbage, telephone, internet, electric, and natural gas, shall be paid by Occupant. Neither the Foundation nor the City of Phoenix shall be liable for the stoppage or interruption of any utilities, nor shall any such stoppage or interruption entitle Occupant to any abatement in full or in part of the monthly fee or other sums payable hereunder. Occupant shall be solely responsible for setting up and maintaining all utility services. Occupants can begin services (upon the execution of this Sub Permit Agreement) by contacting the Heritage Square Foundation to set up water services and the City of Phoenix Parks Staff member currently in charge of the initial setup for electrical services. Gas should be set up by the tenant directly with Southwest Gas. Internet and phone can be set up by Occupant directly with CenturyLink / Lumen.

16. Parking. Occupant and Occupant's customers may use unreserved vehicle parking spaces in the Monroe Street Garage (Heritage Garage) located just west of the Premises said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "Permitted Size Vehicles." Foundation may regulate the loading and unloading of vehicles from time to time as they see fit. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of the Foundation.

16.1. Occupant shall not permit or allow any vehicles that belong to or are controlled by Occupant or Occupant's employees, suppliers, shippers, customers, contractors, or invitees to be loaded, unloaded, or parked in areas other than those designated by Foundation for such activities.

16.2. Occupant shall not service or store any vehicles in the Common Areas.

16.3. If Occupant permits or allows any of the prohibited activities described in this Paragraph, then Foundation shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle.

16.4 Occupants may work with Ace Parking to request discount parking validations for their guests that park in the Heritage Garage, and purchase monthly parking cards for employees, and are responsible for following all Ace Parking rules and regulations.

17. City Responsibilities. Pursuant to the terms of the Master Use Agreement, exterior landscaping of the common areas only, heating and air systems maintenance and repairs, plumbing maintenance and repairs, electrical preventative maintenance and repairs, and pest management for the Premises shall be provided by the Parks and Recreation Board of the City of Phoenix, Arizona. If Occupant identifies any needs that fall under the City Responsibilities, Occupant shall report to the Foundation immediately upon identification of the need. Occupant will not attempt to undertake any of the above responsibilities without the written consent of the Foundation. Failure to comply with this section will result in fees, fines, reparations, and other remedies to restore the premises to the City of Phoenix approved condition.

18. Indemnification. Occupant shall indemnify and hold Foundation, the City of Phoenix and the Premises harmless from and against (i) any and all liabilities, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of any accident or other occurrence during the term hereof occasioned by any act or omission of Occupant, its officers, employees, agents, concessionaires, licensees, contractors, and invitees, or arising from or growing out of the use, maintenance, occupation or operation of the Premises during the term hereof, and (ii) from and against all legal costs and charges, including reasonable attorneys' fees, incurred in or on account of any such matters and the defense of any action arising out of the same or in discharging the Premises or any part thereof from any and all liens, charges or judgments that

may accrue or be placed thereon by reason of any act or omission of Occupant; provided, however, that Occupant shall not be required to indemnify Foundation for any damage or injury of any kind arising as the result of the willful or grossly negligent acts of Foundation or those of Foundation's agents or employees.

19. Insurance. Occupant shall obtain and maintain all required insurance and submit updated proof of insurance to Foundation annually. This includes, but is not limited to, Certificate of Liability and business interruption insurance. If proper insurance, according to this agreement, is not obtained by the Occupant prior to use of the Premises the Foundation shall reserve the right to impede public areas until appropriate licenses are confirmed and provided to the Foundation and City of Phoenix. A 5-day cure period will be provided to the tenant to remedy the insurance lapse, or the Foundation has the right to force place insurance at the tenant's cost to be added to the rent or default the tenant and exercise remedies which could include a lockout.

19.1. Property Insurance. Occupant shall be solely responsible for insuring its trade fixtures, goods, wares, merchandise, and other personal property on the Premises. Occupant hereby agrees that Foundation shall not be liable for damage or injury to Occupant's business or any loss of income therefrom or for damage or injury to the trade fixtures, goods, wares, merchandise or other property of Occupant in or about the Premises regardless of whether such damage or injury is caused by or results from fire, electricity, natural gas, water or rain, wind, sun or from breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause other than the intentional or grossly negligent act of Foundation, whether said damage or injury results from conditions arising upon the Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Occupant.

Any policy or policies of insurance obtained by Occupant in connection with the Premises shall include a clause or endorsement denying the insurer any rights of subrogation against Foundation to the extent rights have been waived by Occupant prior to the occurrence of injury or

loss. Occupant hereby waives any and all rights of recovery against Foundation for loss of or damage to Occupant of its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage.

19.2. Business Interruption Insurance. Occupant shall obtain and keep in force during the term hereof business interruption insurance. Business Interruption Insurance should cover costs of rent, utilities, and all other operating expenses.

19.3. Liability and Property Damage Insurance. Occupant shall obtain and keep in force during the term hereof public liability and property damage insurance with a company licensed to do business in the State of Arizona, which shall insure Foundation, Occupant and the City of Phoenix against any liability arising out of the use or occupancy of the Premises to limits of at least \$2,000,000 for each person and occurrence and against property damage claims to a limit of at least \$100,000. Occupant will furnish Foundation and the City of Phoenix prior to commencement of the term with a certificate evidencing the fact that such insurance has been obtained and is in full force and effect, that Foundation and City of Phoenix are additional named insured thereunder, and that such insurance cannot be canceled, reduced, or modified without thirty days prior notice by the insurer to Foundation.

20. Non-Discrimination. Occupant, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. Occupant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Occupant 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 Agreement, and that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this Agreement entered into by Occupant. Occupant further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Occupant shall not provide any goods or services that discriminate against any of the protected classes, nor shall they create and disseminate any discriminatory content through social media, website, signage, or any literature associated with the Occupant business. If any of the above discriminatory practices are made known to the Foundation, the Occupant must take immediate action to rectify the situation. If the Occupant refuses to comply with this notice, the Foundation will accept the termination of this agreement by Occupant subject to payment to the Foundation of the next six (6) months monthly permit fee.

21. Expiration of Term. On the last day of the term, Occupant will surrender the Premises to Foundation in a state of good repair and in a clean and sanitary condition, excepting only reasonable, ordinary wear and tear, and if so, requested by Foundation, shall remove all trade fixtures installed on the Premises by Occupant; provided, however, that Occupant shall fully repair damage of any kind or character occasioned by the removal of any such fixtures.

22. Right of Entry. Foundation and its representatives shall have the right to enter the Premises at all reasonable times to inspect the same, and to post such reasonable notices as Foundation may desire to protect its rights, and during the 30 days prior to the expiration of this Agreement, to exhibit the Premises to prospective permittees. Occupant shall provide security code to Foundation and City of Phoenix (if they install their own security system) and Occupant is not permitted to change locks (without written permission). The City of Phoenix will provide initial

keys for the building as the locks must remain city locks. All copies of keys must be made by the City of Phoenix through their contractor.

23. Foundation's Right to Assign. Foundation hereby reserves the right to sell, assign or transfer its interest in the Premises and this Agreement, and in such event, this Agreement will remain in full force and effect and Occupant shall remain obligated to continue performance of all the terms, covenants, and conditions to be performed on its part hereunder.

Upon any such sale, assignment, or transfer, other than merely as security, Occupant agrees thereafter to look solely to the assignee or transferee with respect to all matters in connection with this Agreement and Foundation shall be released from any further obligations hereunder. Foundation shall transfer any prepaid fees to such assignee or transferee and thereupon Foundation shall be discharged from any further liability in reference thereto.

24. Occupant's Right to Assign. Occupant shall not assign this Agreement, nor permit the use of all or any part of the Premises by persons other than Occupant, its servants, and agents, without the prior written consent of Foundation, which consent may be withheld for any reason, and any such assignment or permission without such consent shall be void and, at the option of Foundation, shall terminate this Agreement.

25. Occupant's Defaults Generally. If Occupant shall fail to pay any part of the monthly fee herein provided or any other sum required by this Agreement to be paid by Occupant at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on Occupant's part agreed to be performed, and such failure shall continue for three (3) calendar days after written notice thereof from Foundation to Occupant, or if Occupant vacates or abandons the Premises, then such breach shall become material and Foundation, in addition to any other rights or remedies it may have whether under this Agreement or at law or in equity, may, at any time thereafter, either:

- (a) terminate this Agreement, or

(b) re-enter the Premises by summary proceedings or otherwise, with or without terminating this Agreement, remove all persons and property from the Premises without liability to any person for damages sustained by reason of such removal, and grant a new permit for use of the Premises at such fee and upon such other terms and conditions as Foundation in its sole discretion may deem advisable. In such event, Occupant shall remain liable for the monthly fee, plus the reasonable cost of obtaining possession of and granting a new permit for use of the Premises and of any repairs and alterations necessary to prepare them for use by a new permittee, less the fees received from such new permittee, if any. Any and all monthly deficiencies so payable by Occupant shall be paid monthly on the date herein provided for the payment of the fee. Notwithstanding any such granting of a new permit without termination, Foundation may at any time thereafter elect to terminate this Agreement for such breach. In the event that Occupant once again commits a type of breach for which he has previously received notice, Occupant need not be given either notice or opportunity to cure but rather, the Foundation may immediately implement any remedy permitted to it by this sub-permit agreement.

25.1. Withholding of Permit Fee. If Occupant withholds permit fees due to a perceived breach of contract by the Foundation, Occupant shall hold the amount withheld in an escrow account until an agreement is reached to satisfy the Occupant's complaint. If Occupant refuses to hold the amount of permit fees due in escrow, the Foundation will consider Occupant in default and may proceed with actions as stated in section 26.

26. Foundation's Remedies. Should Foundation at any time terminate this Agreement for any breach, in addition to any other remedies it may have, it may recover from Occupant all damages it may incur by reason of such breach, including the cost of recovering the Premises, and including the worth at the time of such termination of the excess, if any, of the amount of fees to be paid pursuant to this Agreement for the remainder of the term over the reasonable permit value of the Premises for the remainder of the term, all of which amounts shall be immediately due and payable from Occupant to Foundation. No re-entry or taking possession of the Premises by

Foundation shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention be given to Occupant.

In addition to the foregoing remedies and so long as this Agreement is not terminated, Foundation shall have the right but not the obligation to remedy any default of Occupant and to add to the monthly fee payable hereunder all of Foundation's reasonable costs in so doing, with interest thereon until the same is repaid at the lower rate of 18% per annum or the maximum rate then allowed by law.

All remedies herein conferred upon Foundation shall be cumulative and not exclusive of any other remedy conferred herein or at law or in equity. If Occupant is in default, Foundation may prevent removal of property from the Premises by any lawful means it deems necessary to protect its interests.

27. Attorneys' Fees. If an action shall be brought to recover the monthly fee or any other sum payable under this Agreement, or for or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, or for the recovery of possession of the Premises, the prevailing party shall be entitled to recover from the other party a reasonable attorneys' fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

28. Holdover at Expiration of Term. Should Occupant hold possession hereunder after the expiration of the term of this Agreement, Occupant shall become a permittee on a month-to-month basis upon all the terms, covenants and conditions herein specified at a monthly fee equal to 150% of the rent in the last month of the term.

29. Notices. All notices, demands or other notices required to be given, made or sent hereunder shall be in writing and deemed to have been given when delivered or deposited in the United States mail, certified or registered, first-class, return receipt requested, postage prepaid and addressed to Foundation's address or Occupant's address, as the case may be:

If to Foundation:

Rosson House-Heritage Square Foundation, Inc.
Attn: Executive Director
113 North Sixth Street
Phoenix, Arizona 85004

If to Occupant:

Que Sazón
Attn: Julie & Fabian Ocampo
622 E Adams Street
Phoenix, Arizona 85004

The address to which any notice, demand or other notice shall be given to either party may be changed by written notice given by such party to the other as above provided. If notice is sent by mail, the Occupant agrees that there shall be an irrebuttable presumption that notice was received two calendar days after the date notice was postmarked. Occupant also agrees to receive notice for the purposes of this sub-permit agreement by hand delivery by an employee or officer of the Foundation.

30. Personal Guarantee. This section will cover the Personal Guarantee for this Sub Permit Agreement. _____ (“Guarantor”) and _____ (“Guarantor’s Spouse”, if applicable), hereby personally guarantees payment and performance of all obligations of Que Sazón, LLC, an Arizona LLC, to the Heritage Square Foundation, an Arizona 501c-3 nonprofit organization (“Foundation”) under this Sub Permit Agreement made by the Foundation and the Occupant for the property known as Teeter House at 622 E. Adams Street, Phoenix, Arizona 85004 in Heritage and Science Park, owned by the City of Phoenix, according to the following schedule.

Year 1 (July 2022 - June 2023): 100%

Year 2 (July 2023 - June 2024): 100%

Year 3 (July 2024 - June 2025): 75%

Year 4 (July 2025 - June 2026): 50%

Year 5 (July 2026 - June 2027): 25%

If Occupant defaults on rent or other terms under this sub permit agreement, the guarantee reverts back to 100% and the schedule will start over. If the Occupant does not default and proceeds to take the 5-year option, the guarantee will be removed.

Any notice given to Occupant under the Sub Permit Agreement shall also constitute notice to Guarantor. Guarantor agrees that notice of default given to Occupant under this Sub Permit Agreement also constitutes sufficient notice to Guarantors. Guarantor shall remain bound as indicated above, notwithstanding any extensions or renewals or modifications of the Sub Permit Agreement or any part thereof. Consent is hereby given to the Foundation to make such renewals, extensions or modifications as it may choose to accept, and to compromise and settle with Occupant and surrender any collateral which it now has or hereafter may have, all without notice to the Guarantor, and without affecting in any way the obligations of the Guarantor to the Foundation or any assignees thereof.

Guarantor's liability hereunder shall not be affected by the existence of any security for the Sub Permit Agreement, the failure to perfect or enforce any such security interest, or any other action or circumstance, or lack of action, which might otherwise constitute a legal or equitable defense of a surety or guarantor. This Guarantee is unconditional, and liability of each undersigned Guarantor and Occupant is joint and several. The obligations of each Guarantor shall not be affected by the release of any Co-Guarantor, or settlement with any Co-Guarantor. Default by a Guarantor shall further entitle the Foundation to recover its reasonable attorney's fees, costs and litigation-related expenses, regardless of whether suit is actually commenced, and including all such fees, costs and expenses which may be incurred on account of the bankruptcy or reorganization proceedings of the Occupant or any Guarantor.

Guarantor acknowledges that Guarantor has reviewed the Sub Permit Agreement. Guarantor acknowledges that Guarantor has a direct financial interest in the Occupant, and the Sub Permit Agreement would not have been entered into by the Foundation but for this Guarantee, and that this Guarantee is therefore supported by good and adequate consideration.

The terms and conditions of the Sub Permit Agreement and all exhibits thereto are incorporated herein by this reference. This Personal Guarantee is subject to Arizona's community property laws and therefore any married Guarantors must also have their spouse sign the personal guarantee or the Sub Permit Agreement will not be approved.

Dated this _____ day of _____, 2022.

Guarantor: _____

Guarantor's Spouse (if applicable): _____

31. No Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Foundation of any performance by Occupant after the same shall have become due shall not constitute a waiver by Foundation of the breach of any covenant, term or condition unless otherwise expressly agreed to by Foundation in writing.

32. General Items. This Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either Foundation or Occupant. Time is of the essence of this Agreement and of every term, covenant, and condition hereof. The neuter gender includes the masculine and feminine. In the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained. Occupant shall not cause this Agreement or any short form or notice thereof to be recorded without the prior written consent of Foundation.

33. Binding on Successors. Subject to the provisions hereof, all the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of and shall apply

to the respective heirs, executors, administrators, successors, assigns, guarantors and legal representatives of Foundation and Occupant.

34. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

35. Incorporation and Written Agreement. This instrument, along with **Exhibit A** hereto and **Exhibit B**, constitutes the entire agreement between Foundation and Occupant relative to the Premises, and this Agreement may be altered, amended or revoked only by instrument in writing signed by both Foundation and Occupant. Foundation and Occupant agree that any prior or contemporaneous representations or agreements made by and between or among themselves or their agents and representatives or by any other persons relative to the subject matter of this Agreement or the use of the Premises and not expressly set forth herein are revoked by this Agreement.

<p style="text-align: center;">Julie & Fabian Ocampo dba Que Sazón</p> <p>By: _____ Occupant Signature</p>	<p style="text-align: center;">HERITAGE SQUARE FOUNDATION, INC., an Arizona nonprofit corporation</p> <p>By: _____ Executive Director Signature</p>
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To: Parks and Recreation Board

Date: August 25, 2022

From: Cynthia Aguilar, Director

Subject: NEW 2022 REQUESTS TO VEND AT HERITAGE SQUARE

This report requests Parks and Recreation Board (Board) approval for vending at upcoming events being held at City of Phoenix Heritage Square and Science Park.

BACKGROUND

Phoenix parks are reserved throughout the year for various events. Many events are produced by an event coordinator or community partners, and some are public events sponsored by the Parks and Recreation Department. Some events are free to the public, while others require a registration fee. Some of the events charge booth entry fees to vendors who sell food and/or products to attendees. Producers who rent City parks and facilities are required to follow all City guidelines, including obtaining all applicable permits and licenses.

Vending, which is a typical component of events in parks, can also consist of selling admission, food and beverages, t-shirts or other concessions for fundraising purposes. Per Phoenix City Charter and Phoenix City Code 24-40, the Board must approve commercial sales/vending in public parks. Each year, the Parks and Recreation Department brings the Board an annual report requesting approval of all known requests for vending in parks; staff also receives requests for vending throughout the year, such as the two requests below, and brings them to the Board for approval.

DISCUSSION

J'Ouvert in the Desert (Sept. 3, 2022)

The Afro-Caribbean Cultural Association of Arizona (ACCAA) has requested to host a first-time ticketed event in collaboration with Ocho Rios Jerk Spot and Big Dreamz Promotions with proceeds benefiting students in Jamaica. ACCAA promotes diversity, family and community engagement through special events that incorporate cultural music and food. J'Ouvert in the Desert plans to provide a cultural celebration, including colorful paint, water and powder with Soca, Dancehall and Afrobeats, and requests vending of merchandise and food trucks. ACCAA will be responsible for clean-up of the event, including all paint and debris, ensuring no damage to the premises. The event has an estimated attendance of 100 to 120 participants.

Jamaican Jerk, Roots and Reggae Festival (Oct. 1, 2022)

The Afro-Caribbean Cultural Association of Arizona (ACCAA) has requested to host a first-time ticketed event in collaboration with Ocho Rios Jerk Spot and Big Dreamz Promotions to celebrate Jamaican culture. The Jamaican Jerk, Roots and Reggae Festival plans to feature cultural food, music, merchandise and entertainment. Children under the age of nine years old will be permitted to attend the event at no charge, and teens between 10 and 14 years old will be eligible to attend at a discounted rate. ACCAA will be responsible for clean-up of the event, ensuring no damage to the premises. The event has an estimated attendance of 200 to 400 attendees.

Both events will conclude and load-out during the park's regular hours, and event plans will require all necessary permits, insurance and licenses from the Afro-Caribbean Cultural Association of Arizona.

RECOMMENDATION

Staff recommends Board approval for vending at the upcoming events described above to be held at Heritage Square and Science Park.

Prepared by: Kat Mase, (Delegate) Deputy Director

Approved by: Martin Whitfield, Assistant Director



To: Parks and Recreation Board

Date: August 25, 2022

From: Cynthia Aguilar, Director

Subject: PHOENIX SONORAN PRESERVE COMMITTEE REAPPOINTMENT

This report requests Parks and Recreation Board approval to reappoint Committee Members Bill Fallon, Beth Keune and Jesse Culty to the Phoenix Sonoran Preserves and Mountain Parks/Preserves Committee.

BACKGROUND

The Phoenix Sonoran Preserve and Mountain Parks/Preserves Committee (PSPMPPC) provides a forum for citizen participation in the Phoenix mountains and desert preserves system and is a subcommittee of the Parks and Recreation Board. The PSPMPPC shall, in concert with Parks and Recreation staff, hold workshops, review plans submitted by staff, and provide comments and recommendations to the Parks and Recreation Board. The committee is a volunteer citizen body that serves without pay and is appointed by the Parks and Recreation Board based on the recommendation of the Director of the Parks and Recreation Department.

The current term commitments for committee members Bill Fallon, Beth Keune and Jesse Culty are coming to an end.

DISCUSSION

The first recommendation concerns the reappointment of Committee Member Bill Fallon.

Mr. Fallon is an outdoor enthusiast with many years of experience hiking, biking, backpacking, climbing, and canyoneering in the Southwest. He has a bachelor's degree and master's degree in Electrical Engineering from Arizona State University. He retired from Honeywell Aerospace Engineering following a 34-year career in aerospace product design, business development, and technical management. Mr. Fallon now devotes his time to community service and working as a professional Rock Climbing and Canyoneering guide. His community involvement includes serving as a board member of the Arizona Mountaineering Club (AMC), overseeing the AMC training and schools, serving as a volunteer Preventative Search & Rescue Ranger with the Grand Canyon National Park, and serving as a Team Leader for Habitat for Humanity new home builds. For eight years, he has served as a Committee Member on the Phoenix Sonoran

Preserves and Mountain Parks/ Preserve Committee where he actively participates in issues with citizen groups and in Parks and Recreation Board meetings. Mr. Fallon is passionate about the Arizona outdoors and seeks to contribute his time and energy in a meaningful way to the City of Phoenix to help manage and preserve its irreplaceable natural resources by continuing to serve on the Phoenix Sonoran Preserves and Mountain Parks/Preserves Committee.

The second recommendation concerns the reappointment of Committee Member Beth Keune.

Ms. Keune is a 22-year Phoenix resident and is an enthusiastic steward of the natural environment. She has a bachelor's degree in Marketing, Management and Human Resources from the University of Wisconsin. She is employed by Arizona Game and Fish Department as the volunteer program manager and leads the department's volunteers supporting wildlife conservation and outdoor recreation. Ms. Keune is a certified Wilderness First Responder and Leave No Trace Master Educator. She received the 2019 Arizona Parks & Recreation Association Volunteer of the Year award and was awarded a 2018 Humana Make a Difference Day Individual Grant, which she presented to the Phoenix Parks Foundation. She continues to serve the community in a variety of ways, including her work as a Leave No Trace Arizona State Advocate, Arizona State Committee on Trails, Member of the Steering Committee for the Arizona Network for Trails, Arizona Trail Steward, Phoenix Parks Steward and AZT Trails Skills Institute Graduate. Ms. Keune has a personal passion to share experiences and promote responsible outdoor recreation. She is dedicated to making recreation spaces accessible to and designed for all users and aspires to contribute this energy by continuing to serve on the Phoenix Sonoran Preserves and Mountain Parks/Preserves Committee.

The third recommendation concerns the reappointment of Committee Member Jesse Cuiilty.

Ms. Cuiilty is a Native Arizonan and has lived adjacent to Lookout Mountain in the Phoenix Mountains Preserve for the past 29 years. She is an avid hiker and birder with a commitment to conservation and strong belief in the importance of protecting habitat which benefits both wildlife and humans alike. She has a bachelor's degree in Religion from Ottawa University and a master's degree in Public Administration from Western International University. Ms. Cuiilty has spent the past 21 years in public service, first as a volunteer mediator and, since 2004, as an investigator for the Arizona Attorney General's office as a Civil Rights Compliance Officer. This role requires her to consider all facts in any given matter under consideration and recommend outcomes impacting multiple stakeholders. Her community involvement includes serving as the President of the Board of Directors of Hillcrest IX Homeowners Association (HOA), following the guidance of the HOA Covenants, Conditions and Restrictions (CC&Rs) to maintain the majority of the common areas as natural desert and not improve upon them in any manner. She is a member of the Phoenix Mountains Preservation Council and a longtime member of Audubon. The Phoenix Mountains Preserve is an integral part of

Ms. Cuiilty's life, having hiked the preserves as a young child with her father, youth groups and friends, and finding solitude during her frequent hikes on Lookout Mountain for the past 27 years. She seeks to contribute her time and energy in a meaningful way to the City of Phoenix to help manage and preserve its irreplaceable natural resources by continuing to serve on the Phoenix Sonoran Preserves and Mountain Parks/Preserves Committee.

RECOMMENDATION

Staff recommends the Parks and Recreation Board approve reappointment of Bill Fallon, Beth Keune and Jesse Cuiilty to the Phoenix Sonoran Preserves and Mountain Parks/Preserves Committee, each for an additional three-year term.

Prepared by: Jarod Rogers, Deputy Parks and Recreation Director

Approved by: Cynthia Aguilar, Parks and Recreation Director



To: Parks and Recreation Board

Date: August 25, 2022

From: Cynthia Aguilar, Director

Subject: SHEMER ART CENTER AND LEGACY CAMPAIGN

This report provides information to the Parks and Recreation Board on the Shemer Art Center and Museum Association's (SACAMA) vision to utilize fundraising efforts to construct an additional 5,000 square foot building to enhance programming opportunities.

BACKGROUND

The City of Phoenix owns the Shemer Art Center located at 5005 E. Camelback Rd. Since 1986, SACAMA has partnered with the City to provide art education to the community. In 2006, while the City operated the center, SACAMA submitted a proposal to use bond funding to finance the construction of a new building on the property for additional classroom space. Although the project was not funded, it received community support which has continued to grow over time.

In 2010, SACAMA assumed daily operations of the center through a use agreement with the City. Under the terms of the agreement, the Parks and Recreation Department maintains the exterior landscape and building's structural integrity; SACAMA oversees daily operations, covering operating expenses through donations from the community and revenues from its visual arts classes, workshops, lectures, exhibits, events and weddings.

During fiscal year 2021-22, SACAMA served more than 7,000 visitors and offered over 150 classes to more than 1,000 students. Over 110 children from six to 13 years old attended SACAMA's June Summer Camps in 2022. The center has also recently expanded its offerings to include After School and Saturday Art Club classes for youth and teens.

DISCUSSION

Recently, SACAMA approached the Parks and Recreation Department with interest in adding a 5,000 square foot building adjacent to the existing premises located on the southeast side of the Shemer Art Center, as shown in **Exhibit A**. SACAMA wishes to

continue the efforts of Martha Shemer and expand opportunities for art exhibits, classes, special events and rental opportunities, as shown in **Exhibit B**.

SACAMA has estimated the cost of this addition to be \$1.5 million, which would be fully funded through a legacy campaign. The new building would become property of the City of Phoenix, who would assume building infrastructure and maintenance responsibilities.

The current 10-year use agreement between the City and SACAMA expires on June 30, 2030 and includes an opportunity for review and updates in 2025. The agreement includes language for SACAMA to “hold fundraising events...to financially support the development of SACAMA and its programs.”

RECOMMENDATION

This report is for information and discussion.

Prepared by: Seidy Dominquez, Management Assistant I

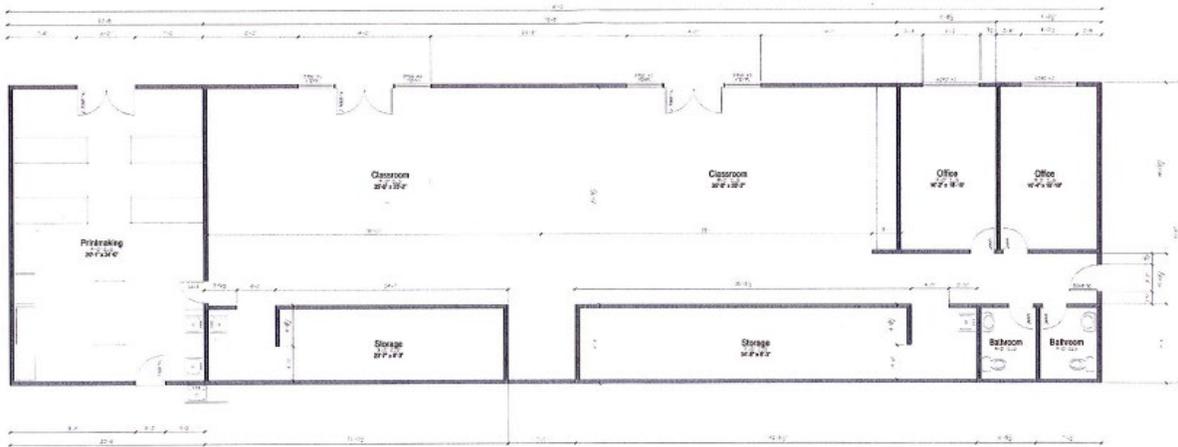
Approved by: Danielle Poveromo, Deputy Director

**EXHIBIT A
PREMISES**



Site Plan
Preliminary Concept
Not to Scale

SHEMER ART CENTER
Phoenix, AZ
190190165.00
BSB
ARCHITECTS
INC.



CLASSROOM BUILDING

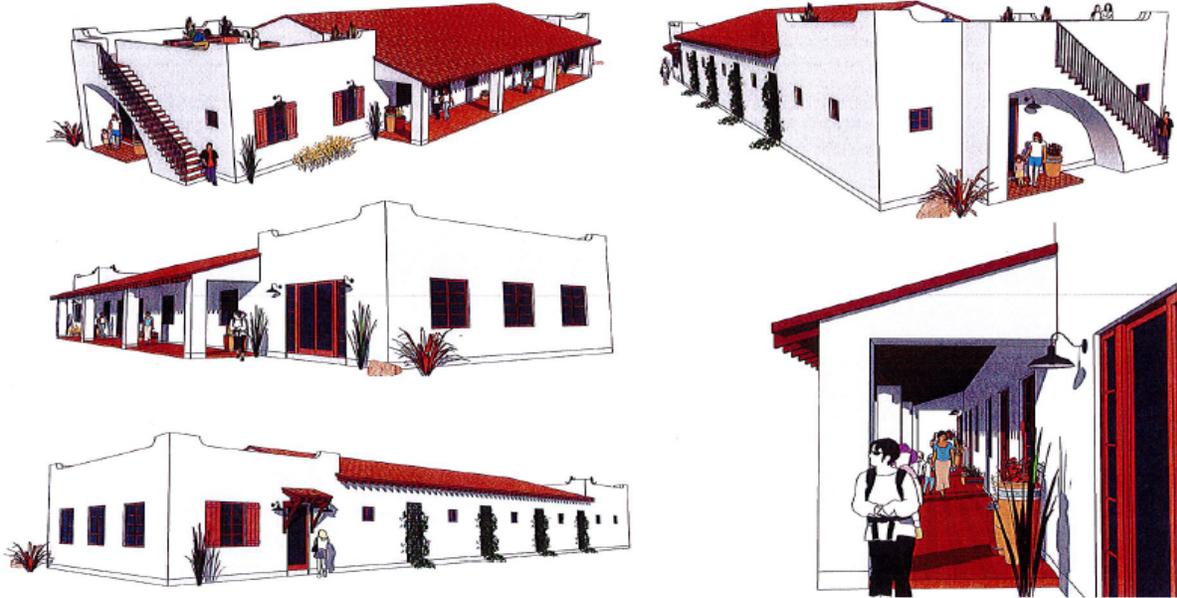
The drawings presented are illustrative character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural and MEP design requirements, and job-floor plan changes, etc.) ©2022 BSB Design, Inc.

Shemer Art Center
Phoenix, Arizona

April 26, 2022 | PB190165.00

BSB
ARCHITECTS
INC.

EXHIBIT B
Building Expansion



PERSPECTIVES
CLASSROOM BUILDING

Shemer Art Center
Phoenix, Arizona

The drawings presented are illustrative character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, and other floor plan changes, etc.) © 2022 BSB Design, Inc.

April 25, 2022 | PB190165.00





To: Parks and Recreation Board

Date: August 25, 2022

From: Cynthia Aguilar, Director

Subject: CAMP COLLEY - REQUEST FOR PROPOSALS

This report requests authorization from the Parks and Recreation Board (Board) to issue a Request for Proposals to solicit an approved vendor to operate and program Camp Colley.

BACKGROUND

Camp Colley is a 30-acre outdoor adventure camp located on the Mogollon Rim approximately 50 miles north of Payson, Ariz. Named after former Phoenix Parks and Recreation Director James A. Colley, the camp's mission is aligned with Mr. Colley's vision to provide structured, supervised outdoor nature education and experiences to underserved urban youth.

The camp was operating within a partnership between the City of Phoenix, which acquired the land 20 years ago, and the Camp Colley Foundation (CCF), whose mission was to raise funds for capital and programming needs. Since its inception, the CCF raised \$1.8 million to send more than 6,500 underserved Phoenix children to summer camp.

In 2020, CCF extended its partnership with the City and became the camp operator; unfortunately, the 2020 camp season was cancelled due to COVID-19. As the 2021 summer camp season began, CCF provided camp operations and programming, but the season was cut short due to the severe fire restrictions in the Coconino National Forest. Prior to the 2022 camp season, CCF made the difficult decision to terminate camp operations and dissolve the organization. Faced with a short timeline, the City was not able to identify a new camp operator for the 2022 camp season.

DISCUSSION

The Parks and Recreation Department desires to obtain an operator to run Camp Colley for summer youth camps and to potentially offer other off-season programming. In accordance with City of Phoenix Procurement Code A.R. 3.10, a Request for Proposals (RFP) process will promote competition and ensure a fair opportunity in the solicitation

of an approved vendor. Ideally, a new Camp Colley operator will be identified in January 2023, in preparation for the 2023 Summer Camp season.

The Parks and Recreation Department is committed to the continued success of Camp Colley with a focus on a sustainable, long-term plan to operate and program the camp.

RECOMMENDATION

This report requests authorization to issue a Request for Proposals to solicit an approved vendor to operate and program Camp Colley.

Prepared by: Jarod Rogers, Deputy Director
Theresa Faull, Deputy Director

Approved by: Tracee Hall, Assistant Director
Martin Whitfield, Assistant Director



To: Parks and Recreation Board

Date: August 25, 2022

From: Cynthia Aguilar, Director

Subject: LAVEEN SCHOOL DISTRICT LEASE OF PARK PROPERTY

This report requests Parks and Recreation Board approval to lease City park property to the Laveen School District to include development of an elementary school and neighborhood park.

BACKGROUND

The City purchased the roughly 39-acre site located at 59th Avenue and Olney Avenue in 2005 for \$5.9 million using impact fees with the intent of developing a future community park. Over the years, funding has not been available to develop the site. The parcel is listed on the City's excess property list as "retain" and is currently leased to a farmer, with the lease set to expire in December 2022 unless renewed.

In 2019, the Laveen School District (District) began to engage in discussions with the Parks and Recreation Department regarding acquisition or a partnership for use of the park property, as the Laveen area has been experiencing explosive growth over the last few years. Within the neighborhood of the park property, there are two new developments that will add about 660 homes to the community. To meet the needs of this growing community, the District proposes to build a K-8 school to serve the area.

DISCUSSION

During discussions with the District, the Parks and Recreation Department recognized the advantages of retaining the park parcel and working in partnership with the District to establish a lease for a portion of the property. The proposed partnership would result in a new school and a park to be built, which would not otherwise occur for many years. At present, due to the development of several new parks in the Laveen area, there are no impact fee funds available to build another park.

The City and the District are excited for this potential partnership. Below are some of the general terms of the lease, and a conceptual drawing is depicted on **Attachment A**.

- District to lease 20 +/- acres on the northern half of the parcel.

- Lease would include an initial 25-year term with five 10-year options, or other agreed upon term as may be mandated by statutory requirements.
- District to pay rent based on the Fair Market Rent Value for the leased acreage.
- District to design and build a neighborhood park on the leased acreage as part of the school construction.
- District to perform outreach to obtain community input on the park design.
- Neighborhood park to be constructed to City standards and consistent with the park site and design plan; the design would be reviewed and approved by the City.
- District to pay for ongoing maintenance and operation of the park.
- District to build adequate parking and pick-up and drop-off as part of the school's construction to mitigate future parking and traffic issues when the City develops remaining 20 acres.
- City to have access to the school's sports fields for public use during non-school hours and as agreed upon by the parties.

In 2018, the City and Laveen School District entered into a similar successful joint use and maintenance agreement for a school and park site at 55th Avenue and Carver Road. The City believes the proposed District lease at 59th Avenue and Olney Avenue would also prove to be beneficial for both parties and, more importantly, would serve the needs of the community by providing a much-needed school with an adjoining park. The park property being recommended for this partnership is located in Council District 8 (**Attachment B**), and the proposed project has the support of Councilmember Garcia.

RECOMMENDATION

Staff requests Parks and Recreation Board approval to lease 20 +/- acres of City park property to the Laveen School District to include the development of an elementary school and neighborhood park.

Prepared by: Theresa Faull, Deputy Director

Approved by: Martin Whitfield, Assistant Director

ATTACHMENT A

W PIEDMONT DR.

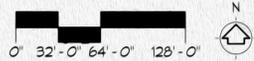
Conceptual
Only

59TH AVE

S 55TH AVE

W OLNEY AVE

SITE PLAN



59TH AVENUE AND DOBBINS
LAVEEN ELEMENTARY SCHOOL DISTRICT
1/64" = 1'-0"

Attachment B

Site of Proposed School / Park at 59th Avenue and Olney



New Park Developments Currently in Progress



Tierra Montana – Existing Joint Use Agreement with Laveen School District

