



To: Parks and Recreation Board

Date: March 22, 2018

From: Inger Erickson, Parks and Recreation
Director

Subject: REQUEST TO NEGOTIATE A LEASE WITH GREENBELT
DEVELOPMENT, LLC TO DEVELOP AND MANAGE AN URBAN
WORKING FARM AND CONCESSIONS AT LOS OLIVOS PARK

This report requests Parks and Recreation Board (Board) approval to enter into negotiations with Greenbelt Development, LLC for a Lease to develop and operate an urban working farm and concessions on a portion of Los Olivos Park (Park).

BACKGROUND

History and Request for Proposals (RFP) Process

In late 2016, staff met with Aric Mei and Matt Moore to discuss an idea they had for a farm-to-table type concept with an urban working farm. Separately, in August 2016, the Board approved Policy 2.9: “Alternate Park Land Use Policy” (Attachment 1). Policy 2.9 provides guidelines relating to site, requested use and financial criteria, so that staff can determine whether to move an alternate use proposal forward. The policy also provides a procedure should the proposal meet the criteria set forth in the policy.

Staff used this policy as a guide and, on October 27, 2016, the Board considered an item for “Approval to issue Request for Proposal for a public private partnership for the development and operation of an urban working farm at Los Olivos Park.” The Board requested that staff receive input from the community and return to the Board with more than one option for further consideration.

On January 26, 2017, staff returned to the Board to request “Approval to issue Request for Proposal for the development and operation of an urban working farm at Los Olivos Park.” Discussion at that meeting modified the proposal to be non-site specific. The item was approved 5-0.

A, RFP process was conducted between May and August 2017. The RFP sought market-viable proposals from public, private and non-profit sector organizations “to transform a portion of a public park into an education and environmental center with an emphasis on farming, agriculture and sustainable food sourcing. A concession where prepared food, merchandise or other related materials are sold” was included in the RFP.

An evaluation committee comprised of five members (three city staff, two community members), scored the three responsive proposals as follows:

Greenbelt Development LLC	82.8
Blue Sky Organic Farms	75.0
Arizona Community Land Trust	33.20

Greenbelt Development, LLC (Greenbelt), the highest-scoring proposer, chose Los Olivos Park, located at 2802 E. Devonshire Avenue, as the proposed site for the project.

Land and Water Conservation Fund (LWCF)

The LWCF State Assistance Program was established by the LWCF Act of 1965 (Section 6, Land and Water Conservation Fund Act of 1965, as amended; Public Law 88-578; 16 U.S.C.4601-4 et seq.) to stimulate a nationwide action program to assist in preserving, developing and assuring to all citizens of the United States of present and future generations such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation. The program provides matching grants to states and to local governments through the states, for the acquisition and development of public outdoor recreation sites and facilities.

The City of Phoenix has participated in the LWCF State Assistance program since the 1965-66 grant cycle, when South Mountain Park received a \$28,000 grant to develop a park drive, restrooms and ramadas. The most recent grant was in 2003 in the amount of \$154,560 at Long Homestead Park for development of a restroom/drinking fountain, ramada, park site amenities and irrigation. In total, between 1965 and 2003, the City has received \$10,206,901 in acquisition and development LWCF grants for 90 different parks throughout the City.

Los Olivos Park received a \$239,500 LWCF grant (Lease 04-00112) in 1973 for the acquisition of 36.7 acres. The LWCF contract was subsequently amended on two occasions: to change the project period and to reduce the acreage from 36 acres to 24.5 acres.

In accordance with the *Department of Interior, National Park Service Land and Water Conservation Fund State Assistance Program Federal Financial Assistance Manual*, Parks and Recreation staff consulted with the Arizona State Parks Grants Manager in January of 2018 to request a response from the National Park Service (NPS) regarding the Los Olivos urban farm and concession project. Per the Manual, the Los Olivos urban farm appears to meet the criteria of outdoor public recreation use. In addition, restaurants, support buildings and agricultural uses are allowed. Parks and Recreation staff is waiting for confirmation from NPS.

If NPS requires a conversion of a portion or the 4.5 acres of the project, Parks and Recreation staff is prepared to embark on that process, which would require the 4.5 acres, or a portion of it, be replaced with other land for outdoor public recreation use.

Public Input

From the RFP, the successful proposer was required to conduct a public process:

“A public process consisting of public notification in a two-mile radius of the park and at least two public meetings is required after award of the project, to gain community support, but prior to any construction.” -RFP #PKS-MSD-P17-001(MS)

Greenbelt was provided with a list of all residences and business in the two-mile radius. The mailing list was obtained from the City’s Neighborhood Services Department, which reports that the list derives from billing information from the City’s Water Services Department.

Greenbelt mailed 21,544 postcards (Attachment 2) and scheduled two open houses from 10:00 a.m. to 7:00 p.m. on December 11, 2017 and January 11, 2018 at the Devonshire Senior Center, which is located at Los Olivos Park.

Additional outreach was managed by Greenbelt:

- Meeting with users of the senior center: November 30, 2017, 10:00 a.m. to 7:00 p.m.
- Door to door outreach: 395 homes closest to the park
- Creation of website: LosOlivosPark.com
- Social media: Facebook, Instagram, Nextdoor
- Development of a fact sheet (Attachment 9)
- Presentations:
 - Camelback High School
 - Creighton School Board
 - Blue Watermelon Project
 - Campbell Community Church
- Media:
 - AZ Republic/AZ Central
 - North Central News
 - Java Magazine
 - Interview with KJZZ: February 27, 2018
- Park signage: Three park signs were installed February 16, 2018 (Attachment 3)

The Parks and Recreation Department also managed outreach for this proposed project:

- The Department scheduled an open house with users of the Devonshire Senior Center on November 30, 2017.
- The Department updated its website with a proposed project Frequently Asked Questions (FAQ) document and meeting information.
- The Department developed an FAQ (Attachment 10).
- On February 27, 2018, the City sponsored an additional open house from 3:00 to 7:00 p.m. and invited City staff from the Planning and Development and Street Transportation departments along with the Parks and Recreation Department

and Greenbelt to answer additional questions and provide information for the general area.

At all meetings, participants had an opportunity to fill out letters of support and comment cards. In addition, the City received e-mail and petitions both in support and in opposition.

All data was collected and scrubbed for duplication. A summary of the data as of March 9, 2018, at 10:00 a.m.:

Method	Description	Total # Collected	Opposed	In Favor	Neutral	GB tracking	COP Tracking
Emails and Letters	Compilation of all e-mails and US mail letters received by: Parks and Recreation Staff, Mayor/Council Office, Public Meetings and Hello@losolivospark.com (Greenbelt website)	585	57	468	60	391	194
Petitions	All petitions submitted and received from public meetings	1020	128	892	0	892	128
Phone Calls	Calls to the Parks and Recreation Department	13	9	2	2	0	13
Open House	Tuesday, 02/27/18 at Devonshire Senior Center. Feedback forms	99	20	71	8	N/A	99
Public Meeting Attendees	Listing of all members of the public who signed in at any of the public meetings	675	-	-	-	-	-
Overall Total			214	1433	70	1283	434

The conclusion from all the outreach and data gathered is that there is a significant level of community support. Of the 1,717 responses, 83 percent are in favor, 12 percent opposed and 5 percent are neutral.

Traffic

Traffic has been a concern for the immediate neighbors. Parks and Recreation staff worked with Street Transportation staff to put traffic counters at the four entrances to the park between Thursday, February 22, 2018 and Sunday, February 25, 2018 to gain baseline data to understand any increase in traffic as a result of the farm project. The results for peak time between 9:00 a.m. and 6:00 p.m. indicate an average of 28 cars per day entering the parking lot. Specific counts for each entrance and each day and time is attached (Attachment 7).

Greenbelt was asked to project the number of cars that would come to the restaurant daily. The Parlor Restaurant was used for comparison, with doubling the volume to account for the additional square footage planned at Los Olivos. At 1.8 customers per car, the projection is 287 cars throughout the day (7:00 a.m. to 10:00 p.m.). The average is 19 cars per hour with higher traffic at lunch and dinner times.

Letter of Intent

A Letter of Intent (LOI) has been developed to agree to the fundamental terms and conditions that would be placed in a Lease. Greenbelt has agreed to the terms outlined in the LOI.

To highlight the terms:

Site. The urban farm will comprise no more than two acres, with the remainder of the project (concessions and support facilities) to encompass no more than 2.5 acres, for a total of 4.5 acres of the park.

LWCF. There is specific language required in the lease to maintain compliance with LWCF. This language deals with performance review of the lessee; that the farm be identified as publicly owned; that the lessee charge fees competitive with similar private facilities; and that there should be clear compliance with all Civil Rights and accessibility legislation.

Term. The term of the lease will be 40 years, commencing upon execution of the Lease. On the twentieth and thirtieth anniversaries of the lease, the Department will evaluate Lessee's performance and shall have the right to cancel the lease under the following conditions:

- The concept of an agricultural educational/environmental center, a 2-acre working farm, with an emphasis on farming, agriculture and sustainable food sourcing; a concession where prepared food, merchandise or other related materials are sold; and educational sessions and events to the public is changed without written consent from the City;
- The farm is no longer open to the public during Los Olivos Park hours, with the exception of closure for maintenance, safety repair, remodel or forced closure by a county, state or federal agency;
- If the lessee fails to meet minimum revenue share requirements to the City.

Amenities. All amenities will be constructed at the Lessee's cost and will be operated and maintained by the Lessee for the term of the Lease. The Lessee shall obtain all required permits and is required to obtain appropriate City approvals. The intent is to construct amenities as follows:

- | | |
|---|----------------------|
| 1. Fast Casual Concession and Market | +/- 4000 square feet |
| 2. Full Service Concession | +/- 6000 square feet |
| 3. Administration | +/- 2000 square feet |
| 4. Community Education Facility | +/- 2500 square feet |
| 5. Farm | 2 acres maximum |
| 6. Shaded seating areas and patios throughout | |
| 7. Sculptural Playground | |
| 8. Parking | As required |

9. Farm utility and storage Temporary structures

Relocation of Existing Recreational Amenities. Greenbelt is required to re-locate the 9-hole disk golf course and programmed recreation and sports area within the Park at their expense prior to breaking ground for the Farm.

Programming. Programming shall include inclusive programming open to the public. An annual education plan will be submitted that will contain an outline of program offerings. The plan will be reviewed for efficacy by the Department. Performance expectations regarding programming will be developed with an expectation of a variety of classes, activities, events and creative, hands-on programs to be offered for free or nominal cost with subjects such as Community Health and Wellness, Desert Agriculture, Environmental Sustainability, Nutrition and Cooking.

In addition, partnerships with community organizations, school districts, universities, county cooperatives, City parks and recreation programming (FitPHX), non-profit organizations and others are expected to be engaged to enhance the programming offered.

Farm Operation. The Farm will use proven agricultural methods to produce fruits and vegetables; to operate a sustainable agricultural program; and to mitigate nuisances such as dust, noise, pests and odor. Greenbelt is required to obtain GHP/GAP certification within 3 years of operation commencement and USDA organic certification within 5 years of operation commencement.

It is the intent that produce from the Farm will be used as much as possible on site. Produce generated at the Farm may be sold from the farm stand to the public and used by concessions on site. *Produce grown on site at the Farm cannot be sold to other distributors or commercial entities. Excess produce grown on site at the Farm may be donated or disposed of in Lessee's good faith discretion, but not for the purposes of resale or a commercial use.*

Maintenance and Operation. Greenbelt is responsible for all expense to operate and maintain the Farm, including all utilities.

Reporting. The Lease will contain performance measures and the requirement for reporting on various deliverables.

Failsafe Provision. The City is requiring a performance bond during the construction period. In addition, in the event of default on the lease after operation commences, Greenbelt will submit a "security deposit" that will cover the eventuality of a new solicitation for the Farm, or demolition of the Farm to return to its original state.

Financial Model.

This project is a public/private partnership. The private partner (Greenbelt) will invest approximately \$5.5 million to construct the Farm and concessions, operate it and maintain it for the term of the Lease. The City will lease Greenbelt a 4.5-acre portion of Los Olivos Park for the Farm. The public gains new amenities (Farm and concessions) and related programming that would not be possible without this partnership and are at no cost to the Department.

In return for the private partner not having to purchase land, the City will gain a share of gross revenues from the Farm, concessions and any special events that take place on the project site.

The revenues that the City achieves from the Farm will be kept in the Parks and Recreation Department for reinvestment into Los Olivos and other parks throughout the City.

Gross revenues are planned to be collected after year three of this agreement. This allows Greenbelt time to design and construct the Farm and the concessions and begin start-up operation. The revenues have a base annual payment or a percentage of gross revenues, whichever is greater. Both the annual payment and the percentage escalate through the term of the lease.

In addition, there are additional revenue triggers which increase the percentage required if annual gross concession revenues reach those targets. The revenue share plan is attachment 8.

RECOMMENDATION

It is recommended that the Parks and Recreation Board direct staff to enter into Lease negotiations with Greenbelt Development, LLC to develop and manage an urban working farm and concessions on a portion of Los Olivos Park and to authorize the Parks and Recreation Director to execute the lease upon the completion of negotiations.

Prepared by: Judy Weiss, Deputy Director

Approved by: Tracee Crockett, Assistant Director

City of Phoenix Parks and Recreation Board Policy

Number 2.9	Alternate Park Land Use Policy	Adopted: 8/25/2016
		Revised:

BACKGROUND:

Parks and Recreation staff regularly receive inquiries from various individuals or groups to develop and operate undeveloped public park land for recreational purposes. Proposals come unsolicited and are typically to fill a perceived recreational need. These requests are differentiated from land sale in that these are requests to use the land, rather than purchase it. Recent examples include the development of an indoor velodrome; a large indoor basketball facility; a rugby/equestrian facility; cricket pitch; and mountain bike park. While many of these ideas may have merit, and may be adaptable to public recreation use, they invariably require City financial assistance and/or parks and recreation technical assistance.

The Parks and Recreation Board has developed a policy entitled "Public Notification for Sale or Disposition of Parkland." This Alternate Park Land Use Policy used that previous policy as a starting point for consistency.

DISCUSSION:

The Parks and Recreation Department has the responsibility to consider each idea/request in a fair and reasonable manner. The following are guidelines and criteria by which these proposals for alternative use of public park land can be considered and potentially implemented.

In order for the request to be considered, the following criteria must be met:

A. Site Considerations

1. The park land must be free of deed restrictions and use limitations that are inconsistent with the proposed use.
2. The park land must be large enough to accommodate the proposed use including required support facilities including but not limited to: parking, walking pathways, lighting, and restrooms.
3. The park land must be appropriately zoned for the proposed use.

B. Use Considerations

1. The proposed use must comply with all permits, City of Phoenix processes, City Code, laws and ordinances.
2. The proposed use must meet a recreational need of the surrounding community as well as be in alignment with the Parks and Recreation Department's mission and planning documents.
3. The proposed use must be open and available to the public.
4. The Parks and Recreation Department may require a public, competitive bid process for the proposed use.
5. A public engagement process to discuss the proposed use with the Parks Board, stakeholders, neighbors, and others is required.

6. Any project that is constructed must follow City procedures and submit all required documents and obtain all appropriate permits and insurance.
 - a. Upon completion of construction, the proposer must accept all responsibility for on-going operations and maintenance to City of Phoenix standards.

C. Financial Considerations

1. The proposal may include the City making the park land available for development, but at no time will the City bear any responsibility for any development, operational or maintenance cost for the proposed use if implemented.
2. The proposer must provide documentation in the form of bank statements, letters of credit, or other acceptable financial documentation that all financing for the project is in place before any construction takes place on park property.
3. The City may request an appropriate and negotiated revenue share or rent of the park property.

Procedural steps include, but may not be limited to:

1. Proposer shall submit a written proposal to the Parks and Recreation Director describing in detail the concept, how the project will meet the public's recreational needs, how the project conforms to the Parks and Recreation Department's mission, and how the project will be financed and sustained. This may take the form of a business plan. Site plans and renderings may be submitted. Any expenses related to this process shall be paid by the applicant.
2. Parks and Recreation staff will evaluate the proposal against the above criteria and determine if the project has merit.
 - a. Should the process be deemed viable, proposer shall obtain Parks Board approval to proceed at a regularly scheduled public meeting.
 - b. Should the Parks Board give direction to proceed, the proposer shall engage the public in a minimum of two public meetings with notification to residents and businesses within a two-mile radius of the site. The Parks Board and/or staff may ask for additional outreach.
3. The final proposer and the refined project shall obtain Parks Board approval.
4. If it is determined that a competitive solicitation process is necessary in consultation with Law and Finance, Parks and Recreation staff will work with the Finance Department Real Estate Division to begin implementation of the existing city process for land disposition.
5. Parks and Recreation staff will develop a management contract or other appropriate document with the proposer which shall contain regular evaluations and oversight to ensure compliance with the original intent of the use.

AN EXCITING NEW
AMENITY FOR
LOS OLIVOS PARK.



Address +
Postage

The City of Phoenix Parks and Recreation Department and the Greenbelt Trust are proud to present an inspiring new plan for a small organic farm, education center, and concessions experience in the heart of Phoenix. The farm at Los Olivos. This new farm-to-table project will help build a healthier community and will create positive impacts, all while remaining an additional activities for a vibrant urban park.

Join Us and be a table!

December 11 & January 11 from 10 AM - 7 PM
Devonshire Senior Center | 2802 E. Devonshire Ave.
Phoenix Auditorium



City of Phoenix

A PROPOSED NEW AMENITY FOR LOS OLIVOS PARK



2-acre Working Organic Farm



Education & Activity Center



Healthy Farm to Table Concessions



New Fruit-Bearing Orchards



New Playground & Shade Amenities

On May 18, 2017, The City of Phoenix Parks and Recreation Department released a formal request for proposals (RFP) centered around organic farming, education, and healthy concessions on a large City of Phoenix Park.

RFP NO: RFP-PKS-MSD-P17-001 (MS)
RELEASE DATE: May 18, 2017
AWARD DATE: August 24, 2017

FOR MORE INFORMATION:

CONTACT THE CITY OF PHOENIX

(602) 262-6862
receptionist.pks@phoenix.gov

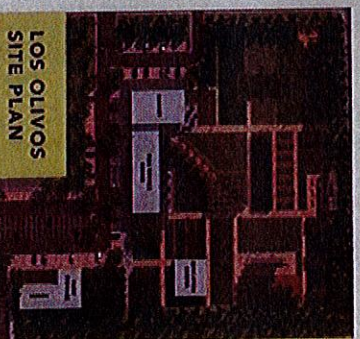
CONTACT THE AWARDED PROPOSER GREENBELT HOSPITALITY

(602) 621-7235
hello@losolivospark.com

OPEN HOUSE

Feb. 27 from 3-7 PM | 2802 E. Devonshire Ave.
PARKS BOARD MEETING
March 22 at 5 PM | 200 W. Jefferson St.

LOSOLIVOSPARK.COM



LOS OLIVOS SITE PLAN

During park hours, the farm will be open and walkable with an increased number of shaded seating areas.



THE FARM AT LOS OLIVOS



I SUPPORT THE FARM AT LOS OLIVOS.

NAME

ADDRESS

EMAIL

SIGNATURE

THE FARM AT LOS OLIVOS

JOIN US AT THE TABLE! WE WELCOME YOUR FEEDBACK AND SUGGESTIONS!

We appreciate your feedback and suggestions as we develop this concept for an inspiring new plan for a small organic farm, art and education center, and concessions experience in the heart of Phoenix: The Farm at Los Olivos. Together, these elements will create positive economic, fiscal, and cultural benefits for the City of Phoenix, as well as a host of other community and educational benefits for residents and visitors. Thank you for your time.

Name: _____

Address: _____

Email/Phone: _____

Yes! I would like to continue to receive updates on this project.

1. Is there a specific program or learning activity you would suggest for the educational center, such as cooking classes or gardening classes, etc.?

2. Which proposed amenity would you be interested in experiencing? Urban Farm, Educational Center, Concessions

Art & Education Center

Urban Farm

Healthy Concessions

Produce Market

Programs & Classes

Other: _____

3. Please share any feedback, concerns or suggestions for this project.

4. Do you support the new amenities at Los Olivos Park of an urban farm, art and education center and healthy concessions?

Yes! I support this project

No, I oppose this project

Undecided

Neutral



**City of Phoenix
Parks and Recreation Department**

**Learn About the Proposed Farm at
Los Olivos Park**

Please join us Tuesday, February 27, 2018 at
Devonshire Senior Center from 3pm –7pm and speak
with staff from the following agencies:

- City of Phoenix Parks and Recreation Department
- City of Phoenix Street Transportation Department
- City of Phoenix Planning and Development Department
- Greenbelt Development, LLC

Project Proposal Includes:

- No Tax Payer Funds to be Used
- Urban Working Farm with Healthy Concessions
- Education Center
- Park Improvements; New Playground and Trees, and Relocated Disc Golf and Recreation Programming Space

The Parks and Recreation Board will vote on this project March 22nd at 5pm
City Council Chambers 200 W. Jefferson Street

For more information call 602.262.6696 or email: receptionist.pks@phoenix.gov

On EASTERN ENTRANCE Between DEVONSHIRE AVE & PA

Council District: 4

New 2018/19 Special

Daily Volumes Adjusted for Month and Day

NORTHBOUND On EASTERN ENTRANCE								(Station: 0)
Period	Thu	Fri	Sat	Sun	Mon	Tue	Wed	
Ending	02/22/18	02/23/18	02/24/18	02/25/18	02/26/18	02/27/18	02/28/18	Avg
0100	0	0	0	0				0
0200	0	1	0	1				0
0300	0	0	0	1				0
0400	0	0	0	0				0
0500	0	0	0	0				0
0600	0	2	0	0				0
0700	2	2	1	3				2
0800	4	3	2	1				2
0900	5	3	4	1				3
1000	6	7	3	1				4
1100	10	6	4	4				6
1200	12	6	7	2				7
1300	15	6	9	3				8
1400	6	5	4	2				4
1500	8	2	8	5				6
1600	6	6	3	5				5
1700	3	0	1	3				2
1800	3	0	0	4				2
1900	7	1	3	6				4
2000	0	0	2	0				0
2100	1	0	1	1				0
2200	0	0	1	2				0
2300	1	0	0	1				0
2400	0	0	0	0				0
								57

Site Number: 60262G61

On EASTERN ENTRANCE Between DEVONSHIRE AVE & PA

Council District: 4

New 2018/19 Special

Daily Volumes Adjusted for Month and Day

SOUTHBOUND On EASTERN ENTRANCE (Station: 0)

Period	Thu	Fri	Sat	Sun	Mon	Tue	Wed	
Ending	02/22/18	02/23/18	02/24/18	02/25/18	02/26/18	02/27/18	02/28/18	Avg
0100	0	0	1	0				0
0200	0	0	0	0				0
0300	0	1	0	0				0
0400	0	0	0	0				0
0500	0	0	1	0				0
0600	1	0	0	1				0
0700	0	0	1	1				0
0800	3	0	0	0				1
0900	1	1	0	3				1
1000	1	3	3	0				2
1100	3	3	3	2				3
1200	5	6	3	5				5
1300	9	6	13	3				6
1400	7	5	5	2				5
1500	7	2	12	7				7
1600	6	4	3	2				4
1700	4	4	3	3				4
1800	4	3	3	1				3
1900	2	1	1	4				2
2000	3	3	1	2				2
2100	0	0	4	0				1
2200	0	0	0	0				0
2300	0	2	2	1				1
2400	1	0	0	0				0
								49

Site Number: 60262G62

On CENTRAL ENTRANCE Between DEVONSHIRE AVE & PAR

Council District: 4

Complete 2018/19 Special

Daily Volumes Adjusted for Month and Day

NORTHBOUND On CENTRAL ENTRANCE (Station: 0)

Period	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Avg
Ending	02/22/18	02/23/18	02/24/18	02/25/18	02/26/18	02/27/18	02/28/18	
0100	1	0	1	0				0
0200	0	0	0	0				0
0300	0	0	0	0				0
0400	0	0	0	0				0
0500	1	0	1	0				0
0600	0	1	0	1				0
0700	1	1	1	0				0
0800	5	3	6	2				4
0900	8	12	11	3				5
1000	11	12	18	9				12
1100	10	6	15	1				8
1200	18	9	24	5				14
1300	16	15	13	3				12
1400	7	9	4	2				6
1500	3	2	11	0				4
1600	11	6	11	5				8
1700	7	5	1	5				4
1800	12	3	1	7				5
1900	10	1	2	3				4
2000	4	2	0	0				2
2100	1	3	1	3				2
2200	2	0	1	0				1
2300	0	1	1	0				0
2400	2	0	0	0				0

Site Number: 60261M51

96

On CENTRAL ENTRANCE Between DEVONSHIRE AVE & PAR

Council District: 4

Complete 2018/19 Special

Daily Volumes Adjusted for Month and Day

SOUTHBOUND On CENTRAL ENTRANCE (Station: 0)

Period	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Avg
Ending	02/22/18	02/23/18	02/24/18	02/25/18	02/26/18	02/27/18	02/28/18	
0100	0	0	2	0				0
0200	0	0	0	1				0
0300	0	1	0	0				0
0400	0	0	0	0				0
0500	0	0	0	0				0
0600	0	1	0	0				0
0700	0	2	1	1				1
0800	4	1	1	1				2
0900	6	2	5	0				3
1000	10	4	11	5				6
1100	10	6	5	2				5
1200	11	11	15	6				11
1300	13	15	18	4				12
1400	4	7	11	11				8
1500	22	18	28	7				19
1600	24	8	17	9				14
1700	9	7	14	10				10
1800	3	5	5	6				5
1900	19	5	9	7				10
2000	19	3	3	4				7
2100	3	2	1	4				2
2200	0	2	2	4				2
2300	1	0	1	1				1
2400	1	0	0	0				0
								121

Site Number: 60261M52

On WESTERN ENTRANCE Between DEVONSHIRE AVE & PA

Council District: 4

Complete 2018/19 Special

Daily Volumes Adjusted for Month and Day

NORTHBOUND On WESTERN ENTRANCE (Station: 0)

Period	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Avg
Ending	02/22/18	02/23/18	02/24/18	02/25/18	02/26/18	02/27/18	02/28/18	
0100	0	0	0	0				0
0200	0	0	0	0				0
0300	0	0	0	0				0
0400	0	0	0	0				0
0500	0	0	0	0				0
0600	0	0	0	0				0
0700	0	0	0	0				0
0800	1	0	0	0				0
0900	1	3	1	1				2
1000	0	1	0	0				0
1100	0	1	3	0				1
1200	0	2	9	1				2
1300	0	0	8	2				2
1400	0	2	5	4				2
1500	3	0	3	0				2
1600	1	0	2	2				2
1700	2	0	2	2				2
1800	2	2	1	0				2
1900	1	4	1	1				2
2000	0	1	0	0				0
2100	0	0	0	0				0
2200	0	0	0	0				0
2300	0	0	0	0				0
2400	0	0	0	0				0

Site Number: 60260L11

On WESTERN ENTRANCE Between DEVONSHIRE AVE & PA

Council District: 4

Complete 2018/19 Special

Daily Volumes Adjusted for Month and Day

SOUTHBOUND On WESTERN ENTRANCE (Station: 0)

Period	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Avg
Ending	02/22/18	02/23/18	02/24/18	02/25/18	02/26/18	02/27/18	02/28/18	
0100	0	0	0	0				0
0200	0	0	0	0				0
0300	0	0	0	0				0
0400	0	0	0	0				0
0500	0	0	0	0				0
0600	0	0	0	0				0
0700	0	0	0	0				0
0800	0	0	0	0				0
0900	1	1	5	0				2
1000	1	1	1	0				1
1100	1	1	1	0				1
1200	1	1	4	0				2
1300	3	3	1	1				2
1400	1	3	1	0				2
1500	4	2	2	0				2
1600	0	0	4	0				1
1700	1	0	1	0				0
1800	2	2	0	0				1
1900	1	1	0	0				0
2000	1	0	0	0				0
2100	0	0	0	0				0
2200	1	0	1	0				0
2300	0	0	0	0				0
2400	0	0	0	0				0
								13

Site Number: 60260L12

On NORTHERN ENTRANCE Between 28TH ST & PARKING L

Council District: 4

New 2018/19 Special

Daily Volumes Adjusted for Month and Day

EASTBOUND On NORTHERN ENTRANCE (Station: 0)

Period	Thu	Fri	Sat	Sun	Mon	Tue	Wed	
Ending	02/22/18	02/23/18	02/24/18	02/25/18	02/26/18	02/27/18	02/28/18	Avg
0100	0	1	2	0				0
0200	0	0	1	0				0
0300	0	0	0	0				0
0400	0	0	0	0				0
0500	0	0	0	0				0
0600	0	0	0	0				0
0700	2	3	2	2				2
0800	7	6	2	2				4
0900	8	13	10	8				10
1000	16	16	16	3				13
1100	17	11	22	11				15
1200	32	16	26	6				20
1300	30	12	17	15				18
1400	12	14	16	13				14
1500	10	10	16	12				12
1600	18	9	12	11				12
1700	18	12	14	20				16
1800	19	14	6	8				12
1900	12	1	5	7				8
2000	3	1	2	3				2
2100	2	3	3	4				3
2200	1	0	2	3				2
2300	0	2	1	1				1
2400	0	1	0	0				0
								163

Site Number: 60259R23

On NORTHERN ENTRANCE Between 28TH ST & PARKING L

Council District: 4

New 2018/19 Special

Daily Volumes Adjusted for Month and Day

WESTBOUND On NORTHERN ENTRANCE (Station: 0)

Period	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Avg
Ending	02/23/18	02/23/18	02/24/18	02/25/18	02/26/18	02/27/18	02/28/18	
0100	1	1	0	0				0
0200	0	0	1	0				0
0300	0	0	0	1				0
0400	0	0	1	0				0
0500	0	0	0	0				0
0600	0	0	0	0				0
0700	0	2	0	0				0
0800	5	3	1	1				2
0900	3	8	4	2				4
1000	8	11	5	4				7
1100	8	8	14	8				10
1200	17	10	14	15				14
1300	18	15	14	7				14
1400	17	13	14	14				14
1500	19	13	31	8				18
1600	25	11	13	9				16
1700	11	9	8	6				9
1800	8	7	8	17				10
1900	16	8	1	10				11
2000	10	3	2	2				4
2100	3	3	1	6				3
2200	0	0	0	3				1
2300	1	0	1	0				0
2400	1	1	0	0				0
								132

Site Number: 60259R24

Proposed Financial Model

Year	Revenue Share
Years 1-3	0%
Years 4-7	1.6%* or \$120,000, whichever is greater
Years 8-10	1.8%* or \$125,000, whichever is greater
Years 11-15	2.0%* or \$131,000, whichever is greater
Years 16-20	2.2%* or \$138,000, whichever is greater
Years 21-25	2.4%* or \$145,000, whichever is greater
Years 26-30	2.6%* or \$152,000, whichever is greater
Years 31-35	2.8%* or \$160,000, whichever is greater
Years 36-40	3.0%* or \$168,000, whichever is greater

*Percent of annual gross Farm, concession, program, activity and event revenue.

A. Gross Revenue Triggers

If and/or when annual gross concession revenues reach \$8,000,000, an additional 0.2% shall be added to the base percentage for that year and carried forward.

If and/or when annual gross concession revenues reach \$9,000,000, an additional 0.2% shall be added to the base percentage for that year and carried forward.

If and/or when annual gross concession revenues reach \$10,000,000, an additional 0.2% shall be added to the base percentage for that year and carried forward.



The City of Phoenix Parks and Recreation Department and the Greenbelt team are proud to present an inspiring new plan for a small, professionally managed organic farm, education center, and concessions experience in the heart of Phoenix: The Farm at Los Olivos.

This new farm-to-table project will help create positive impacts for generations, all while reimagining additional activities for a community park.

PROJECT FACTS:

Public-Private Partnership Agreement. All revenue generated by the concessions and food service will be shared with the City of Phoenix Parks and Recreation Department. This will create a new and ongoing revenue stream for Los Olivos Park.

No Taxpayer Funds. Greenbelt Hospitality will be investing approximately \$5.5 million dollars into these improvements and new amenities. Greenbelt is responsible for all development and ongoing operational costs. Zero taxpayer dollars will be used for this project.

More Trees. Plans include the planting of new orchards and shade trees throughout the Farm. The number of trees on Los Olivos Park will be greatly increased.

Open Space for Everyone. The Farm and all of Los Olivos Park will remain open and walkable to the community to enjoy during park hours.

Organic Produce. Organic certification is required for all produce grown on the Farm. All produce will be sold on site and used in the concessions.

Art & Education Center. Greenbelt will provide FREE and low cost educational programming for people of all ages. Programming will include cooking, gardening, nutrition classes and more.

Soccer, Disc Golf and the Playground. All existing amenities will continue to have a home at Los Olivos Park. This project includes a redesigned disc golf course and new playground equipment. Soccer activities will be established at the middle and east end of the park.

For more information, visit

www.losolivospark.com

or email/call us for more information at hello@losolivospark.com or 602.621.7235

This proposed project will be voted on at the City of Phoenix, Parks Board meeting scheduled on March 22, 2018 at 5 p.m. at the City Council Chambers located at 200 W. Jefferson St., Phoenix, AZ.

Proposed Urban Farm and Concessions at Los Olivos Park Frequently Asked Questions/Answers

February 28, 2018

Proposal: The successful proposer will build and operate or cause to be built and operated an agricultural educational/environmental center and a 2-acre working farm, with an emphasis on farming, agriculture and sustainable food sourcing. A concession where prepared food, merchandise or other related materials are sold is desired. The successful proposer will be required to offer educational sessions and events to the public with the desired emphasis.

Location: Los Olivos Park, 2802 E. Devonshire Road

Solicitation Process

Request for proposals issued May 18, 2017

Proposals submitted August 1, 2017

Parks Board authorizes to negotiate a contract with Greenbelt Development LLC at Los Olivos Park contingent upon public support for the project, September 28, 2017

1. How is opposition to the project being tracked?

All public input is being collected. Both the City and Greenbelt have collected public input. Greenbelt has put together summary data and has all data available for inspection upon request. The communication which has been sent directly to the City is being captured and summary data has been generated. All raw data is available for inspection upon request.

2. Will opposition of the project be honestly and accurately reported at the March 22, 2018 Parks Board meeting?

Yes. All the public input gathered to that point will be presented. The Parks and Recreation Board meeting is March 22, 2018 at 5PM in the City Council Chambers, 200 W. Jefferson Street.

3. How many trees will be removed and will they be replanted?

A detailed design and landscape plan has not been completed and will not be initiated until a Lease is executed. It is estimated that 10-20 trees will be removed. It is anticipated that more trees will be planted than are removed.

4. What impact will the project have on disc golf and other programmed recreational space?

The RFP required the successful proposer to "Relocate any recreational amenities if needed, while retaining equal or greater quality and functionality, at the proposer's expense." The 9 holes of disc golf will be relocated in another location at Los Olivos in collaboration with disc golf users. Parks and Recreation staff has determined that several flat fields can be accommodated in open space to the east of the proposed farm; north of the playground; and in the far east quadrant of the Park. Other recreational uses that require open space can be relocated to these existing spaces within the Park.

5. How many total acres will be used to build the entire project?

No more than 4.5 acres.

6. Has a comprehensive traffic study been conducted on 28th street and the surrounding areas?

A formal traffic study has not been conducted. Parks and Recreation staff is consulting with the City's Streets Transportation staff to collect traffic data from the area.

7. Does the zoning ordinance exclude restaurants for profit as being built?

The zoning ordinance does not preclude concessions being built in parks.

8. What is the square footage of the proposed buildings and restaurant?

- Fast Casual Concession and Market +/- 4000 square feet
- Full Service Concession +/- 6000 square feet
- Administration +/- 2000 square feet
- Community Education Facility +/- 2500 square feet

9. At what point will the City begin to collect revenue from the restaurant?

Annual payments are due for the previous year upon the anniversary of the issuance of the first concession building permit. Greenbelt has 3 years to design, construct and open the concession - a time period in which no revenue is being generated. The first payment would be due at the end of the fourth year and then every year thereafter for the term of the lease.

10. What are the dates of past and present public and community meetings and how were they advertised?

November 30, 2017	Devonshire Senior Center 10AM-5PM Geared toward Senior Center users	Flyer at the Center
December 11, 2017	Devonshire Senior Center 10AM-7PM	22,000 mailers, door knocking in immediate area around the Park
January 11, 2018	Devonshire Senior Center 10AM-7PM	
February 27, 2018	Devonshire Senior Center 3PM-7PM	Email invitations, direct US mail, signage at the Park

11. What was the process for surveying the community?

The Neighborhood Services Department within the City of Phoenix maintains lists of addresses for businesses and households. The Request for Proposal (RFP) for this project required the successful proposer to notify addresses in a 2-mile radius of the park. This resulted in 22,000 mailers. In addition, two public open houses were conducted, a website was developed, and individuals knocked on 395 doors in the area immediate to the Park.

12. What is the RFP process?

The Request for Proposal (RFP) process allows individuals, businesses and non-profit organizations a fair and competitive way to propose for a service or product the City may be seeking. The submittals are evaluated and scored by an independent panel and the proposal is awarded to the highest scoring proposer.

13. In the event the restaurant is not successful, what is the City's plan for recovering funds and restoring the area?

The lease will have a Maintenance Contingency Fund equal to two years of Los Olivos Park maintenance costs. If a new operator needs to be obtained, the Maintenance Contingency Fund will allow the City to be able to keep the park in a safe, usable condition until a new RFP process can be implemented and a new urban farm and concessions operator can be obtained.

14. What is the term of the lease?

If the project is approved by the Parks and Recreation Board at their public meeting on March 22, 2018, the City and Greenbelt will enter into a 40-year lease.

15. Who makes the final decision about this project?

The Parks and Recreation Board has authority through the Phoenix City Charter to make the decision on whether this project will proceed. If the Parks and Recreation Board votes to proceed, an agreement will be negotiated and executed with Greenbelt Development, who will then begin design development and preparation of construction documents. Greenbelt is required to follow all City permit processes.



June 21, 2017

Inger Erickson
Parks and Recreation Director
City of Phoenix City Hall
Parks and Rec Division
200 W. Washington Street, 16th Floor,
Phoenix, Arizona 85003

Re: Green Belt Development

Dear Ms. Erickson,

On behalf of the Steele Foundation I would like to offer my compliments to you and the City of Phoenix for the innovation represented in the recent RFP for urban agriculture projects. This is the type of infill redevelopment and redesigning of crucial place making spaces for our community is game changing. Evolving older assets, like city parks, and offering up a chance for public/private partnerships to flourish takes guts. Partnerships bring in more stake holders and more dollars to our public spaces ultimately creating vibrant hubs of activity.

I am writing not only to compliment this effort but to offer my support from the non-profit perspective. The specific urban farm plan submitted by Matt Moore and Aric Mei of Green Belt Development for the park location on 28th Street in Phoenix is an opportunity for many in the non-profit sector to collaborate in the educational opportunities for this site. The Steele Foundation has done numerous projects within the city of Phoenix in this area. Partnering with the IRC at 16th Ave & Camelback, with Desert Botanical Gardens for the CUSP project in South Phoenix, funding St. Vincent de Paul's farm at their Watkins facility and much more. The mayor's priority to support these types of projects has been so exciting to watch. This redevelopment will no doubt increase connectivity, bolster economic development and safety for the surrounding neighborhoods.

There is a lot of good energy in this sector and the timing is perfect to start injecting new ideas into city park land. Good luck with the RFP!

Sincerely,



Marianne Cracchiolo Mago
President



July 26, 2017

Inger Erickson
City of Phoenix Parks and Recreation
200 West Washington Street, 16th Floor
Phoenix, AZ 85044

Dear Ms. Erickson,

Arizona State University's Julie Ann Wrigley Global Institute of Sustainability supports the concept and intent of The Farm at Los Olivos.

The Wrigley Institute is the hub of ASU's sustainability initiatives, advancing research, education, and business practices for an urbanizing world. Our School of Sustainability, the first of its kind in the US, offers transdisciplinary degree programs to create practical solutions for social, economic, and environmental challenges.

Because of the shared interests of The Farm at Los Olivos and the Wrigley Institute related to sustainable-food systems, we are interested in exploring possible collaborations between our organizations, especially in developing an internship program. Together, we can build a point of confluence that will gather resources and aim them in a meaningful direction.

We so hope that the Farm at Los Olivos becomes a reality, as the opportunities for outreach, engagement, and education—with students, faculty, and staff, as well as with the larger sustainability community—should prove fruitful!

Sincerely,

Lauren Kuby
Manager of Events and Community Engagement
Julie Ann Wrigley Global Institute of Sustainability
602-790-2156; Lauren.Kuby@asu.edu



COLLEGE OF AGRICULTURE
AND LIFE SCIENCES
COOPERATIVE EXTENSION

Maricopa County

4341 E. Broadway Road, Phoenix AZ 85040-8807 • 602-827-8200 • Fax: 602-827-8292 • extension.arizona.edu/maricopa

February 8, 2018

Councilman Sal DiCiccio
City of Phoenix, City Hall
200 W. Washington St, 11th Floor
Phoenix, AZ 85003

Dear Councilman DiCiccio,

I write this letter to support to development of "The Farm at Los Olivos". As you may be aware, the University of Arizona, Maricopa County Cooperative Extension, has been a longtime supporter of urban agriculture. We developed PURF (Phoenix Urban Research Farm) at the Phoenix RENEWS site and although that facility has closed, we continue to support urban agriculture.

As an outreach arm of the University of Arizona, we bring research-based information into the community to address issues concerning our citizens. Our goal is education and to help improve people's lives. I believe The Farm at Los Olivos will help us in educating the people of Phoenix and the surrounding metropolitan about the importance of food, nutrition, and agriculture.

Maricopa County Cooperative Extension has several programs that support the proposed programs at The Farm at Los Olivos. Our Agricultural Literacy program is geared toward promote agriculture in the urban areas of the state, helping youth and teachers learn about the importance of agriculture and teaching kids that food does not come from a grocery store but from a farm. The SNAP-Ed nutrition program works with schools and community centers on developing school gardens and delivering classes on eating healthy and lifelong nutrition. Our Master Gardner program has over 400 volunteers, trained experts in gardening in the Sonoran Desert. Finally, there is our 4-H Youth development program that provides educational opportunities and instills leadership training for youth across the county. All of these programs would work with those developing the Farm in developing an educational program for both youth and adults.

For over 100 years, Maricopa County Cooperative Extension has serve the people of Phoenix and Maricopa County. We view development of facilities like The Farm at Los Olivos as opportunities for education. We look forward to working with Matt Moore and Aric Mei as they develop "The Farm at Los Olivos."

Sincerely,

Edward C. Martin, Ph.D.
County Extension Director

Professor/Extension Specialist
Dept. of Ag. & Biosystems Engineering

University of Arizona



February 16, 2018

Ms. Sarah Porter
Chairperson
Phoenix Parks & Recreation Board
200 W. Washington Street, 16th Floor
Phoenix AZ 85003

Dear Ms. Porter,

I am pleased to offer my support for the project at Los Olivos Park in Phoenix. The proposal looks amazing and Aric Mei and his team have shown the financial stability and planning to make this into an incredible asset for the community and an educational experience for our school children.

As you may know Keep Phoenix Beautiful currently operates two community gardens, one on Pierson Street and 19th Avenue, and the other at Mountain View Park. Both have been immensely popular and successful.

KPB also had the 15 acre project at Central & Indian School which closed last year due to a property transfer. The transformation of these spaces from little or no use to productive gardens is only a small part of the projects. Yes, they bring out neighbors who just want to garden, but they also bring out the community to engage with each other, overcome issues and even act as therapy. School children enjoy field trips and seniors share their years of experience as well as volunteer on site. It is a win-win for the community.

I would be happy to give you and any other Board member a tour of our gardens to show the impact they have had on the community. We also are committed to giving Aric any assistance we can offer from our experiences over the past six years activating our projects in Phoenix.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Waldeck', written in a cursive style.

Tom Waldeck
President/CEO

c/o Rockefeller Philanthropy Advisors
6 W 48th St., 10th Fl. New York, NY 10036
(212) 404 1811



June 30, 2017

**Inger Erickson
City of Phoenix Parks and Recreation
200 West Washington Street, 16th Floor
Phoenix, AZ 85044**

Dear Ms. Erickson,

As the Founding Partner of Upstart Co-Lab, I am proud and prepared to support Greenbelt Development in their pursuit to acquire funding for the development of The Farm at Los Olivos, in partnership with the City of Phoenix Parks and Recreation Department.

Upstart Co-Lab is a national collaboration connecting artists with social entrepreneurs, impact investors, social enterprises, and sustainable companies. Our work catalyzes change, connects artists with the resources they need to jump-start their solutions, and brings impact investing to the creative economy.

Upstart Co-Lab has three goals:

- Increase opportunities for artists as innovators**
- Unleash more capital for creativity**
- Enable sustainable creative lives in the U.S.**

We are interested in helping source funding for The Farm at Los Olivos because these goals align seamlessly with Greenbelt Development's vision for this project, and we have seen the value of its founder's creative practices in the past.

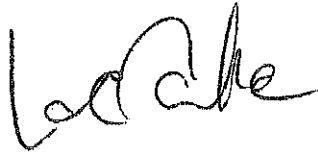
The Farm at Los Olivos will be co-founded and operated by an artist, Matthew Moore, with a mission that extends beyond pure business profit. While the farm will present a lucrative opportunity for the City of Phoenix and Greenbelt Development, the project's social impact will be even greater. Creative placemaking, education, and advocacy, means that The Farm at Los Olivos will build social cohesion, improve quality of life, and contribute to the local economy. This financially sustainable public-private partnership can be part of building a healthy community in Phoenix and a model for the entire country.

Upstart Co-Lab partners with artist innovators and social changemakers like Mr. Moore. We act as a conduit bringing opportunities like Los Olivos to investors who care about both doing well financially and doing good in their communities. *The New York Times* reported in November about how Upstart brought a \$1.2 million investment from Lorrie Meyercord to affordable artist housing projects in Memphis and Dearborn managed by developer Artspace. Since then, we have channeled an additional \$500,000 to that project.

We look forward to using our relationships with ImpactUs, Enterprise Community Partners, Local Initiatives Support Organization, Radicle Impact and other community development finance institutions and impact investing leaders to bring similar double bottom line investment capital to Los Olivos.

We are proud to pledge our support to Greenbelt Development. We look forward to helping them and the City of Phoenix transform this meaningful project from an idea into reality.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laura Callanan', written in a cursive style.

Laura Callanan
Founding Partner

917-647-2564

March 2018

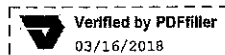
Mr. Mei,

It is with great excitement that I express my support for The Farm at Los Olivos Project. You have been very gracious sharing your vision and process with the Camelback High School Community, inspiring adults and students to want to know more and become engaged in the process and project.

I appreciate the project proposals inclusion of schools and students in the area. We often talk to our students about being engaged in their communities and giving back to communities who have given them so much. This project is a wonderful way for our students to be involved in their community, to give back and learn about process, farming and healthy living. After our initial meeting and sharing the project with our staff and students we have continued to plan for our engagement including students at all ability levels and various clubs and student organizations.

I am thankful for the relationship we have established and look forward to our ongoing work together and the opportunities that await our students and staff. Thank you so much for including us in this process and opportunity.

Sincerely,



Dana Cook
Principal - Camelback High School

LETTER OF INTENT

THIS LETTER OF INTENT ("Letter") made this _____ day of _____, 2018

BETWEEN

Greenbelt Development, LLC, an Arizona Limited Liability Company ("Lessee") at 2225 East McDowell Road, Phoenix, AZ 85006; and the City of Phoenix ("Lessor") through the Parks and Recreation Board ("Board") and the Parks and Recreation Department ("Department").

BACKGROUND

1. In May of 2017, the City of Phoenix issued a Request for Proposal for an Urban Working Farm and Concessions (Farm) at a City of Phoenix Public Park.
2. In October of 2017, Greenbelt Development, LLC was selected to develop and operate an urban working farm and concessions at Los Olivos Park.
3. The Lessor is the owner of Los Olivos, a public park facility.
4. The Lessee wishes to lease a portion of Los Olivos for an urban farm and concessions.

This Letter will establish the basic terms to be used in a future lease agreement between the Lessor and the Lessee. The terms contained in this Letter are not comprehensive and it is expected that additional terms may be added, and terms included in this Letter may be changed or deleted.

NON-BINDING

This Letter does not create a binding agreement between the Lessee and the Lessor and will not be enforceable. The terms and conditions of any future lease agreement will supersede any terms and conditions contained in this Letter.

A. Purpose

Both parties agree that for the term of the Lease, the 4.5 acres at Los Olivos Park is leased for the sole purpose of providing an agricultural educational/environmental center and a 2-acre working farm, with an emphasis on farming, agriculture and sustainable food sourcing. A concession where prepared food, merchandise or other related materials are sold is managed by the Lessee; and that the Lessee will offer educational sessions and events to the public.

Slight modifications that consider new trends in keeping with the Urban Farm and Concessions concept (Farm), or to modernize the business concept over time will require consideration and approval by the Department, which approval shall not be unreasonably withheld. However, a change of concept which uses the Farm or its concessions for another purpose will be cause for termination of the Lease.

B. Site Description

Los Olivos Park is a public park located at 2802 East Devonshire Avenue. The Devonshire Senior Center, a 23,000-square foot community center operated by the Parks and Recreation Department in cooperation with the Human Services Department, is located at the Park.

The Farm is to be located on a portion of Los Olivos Park. The urban farm will comprise no more than two (2) acres with the remainder of the project (concessions and support facilities) to encompass no more than 2.5 acres, for a total of 4.5-acres of the park.

C. Land and Water Conservation Fund

The site, except for the Devonshire Senior Center and its parking lot, was developed with a Land and Water Conservation Fund (LWCF) grant in 1972. This federal grant will require specific contract language:

1. In order to protect the public interest, the project sponsor [Arizona State Parks] must have a clear ability to periodically review the performance of the lessee/concessioner and terminate the lease/agreement if its terms and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met.
2. The lease/agreement document should clearly indicate that the leased/concessioned area is to be operated by the lessee/concessioner for public outdoor recreation purposes in compliance with provisions of the Land and Water Conservation Fund Act and implementing guidelines (36 CFR 59). As such, the document should require the area be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and is operated by a lessee/concessioner as identified in the public information to eliminate the perception the area is private.
3. The lease/agreement document should require all fees charged by the lessee/concessioner to the public must be competitive with similar private facilities.
4. The lease/agreement document should make clear compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, and Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

Lessor and Lessee acknowledge that the proposed use may not fit the restrictions required by the grant. If Lessor is unable to obtain LWCF approval of the proposed use, Lessor intends to initiate a conversion process to remove the grant restrictions from the site.

D. Term/Cancellation

The term of the Lease will be 40 years, commencing upon execution of the Lease. On the twentieth and thirtieth anniversaries of the Lease, the Department will evaluate Lessee's performance thereunder and, shall have the right to cancel the Lease under the following conditions:

The concept of an agricultural educational/environmental center, a 2-acre working farm, with an emphasis on farming, agriculture and sustainable food sourcing; a concession where prepared food and beverages, including alcohol, merchandise or other related materials are sold; and educational sessions and events to the public is changed without written consent from the City;

The Farm is no longer open to the public during Los Olivos Park hours, with the exception of closure for maintenance, safety repair, remodel or forced closure by a County, State or Federal agency;

If the Lessee fails to meet minimum revenue share requirements to the City;

Lessee may appeal the decision to cancel the Lease to the Board.

E. Construction

1. Lessee shall submit for building permits for the initial improvements within ninety (90) days of approval of the construction documents.
2. It is the intent to detail the timelines, permits required, plan review and other construction phase details in the Lease.
3. Department will continue to maintain the site until permits for the initial improvements are issued and picked up by Lessee.

F. Transfers

The Lessee shall have the ability within the Lease to sublease to other entities with the approval of the Department; Lessee may assign its rights to the Lease with Lessor's consent, not to be unreasonably withheld conditioned or delayed; provided that transfer to an entity resulting from the acquisition, consolidation, merger or other business combination shall not require Lessor consent.

Lessor shall recognize sub tenancies created in accordance with the Lease. A form of recognition and non-disturbance agreement will be attached to the Lease.

The Lease will include mortgagee protection terms providing for mortgagee's (i) receiving notice of default; (ii) right to cure defaults and deferral of remedies; (iii) right to foreclose and provide a successor Lessee; and (iv) right to enter into a replacement lease as the substitute lease.

A transfer to an entity that materially changes the intent and concept of this Lease will be cause for termination of the Lease.

G. Amenities to be Constructed by the Lessee

The Lessee will agree to construct the amenities outlined below. The Lessee will agree to design, construct, operate and maintain these amenities for the benefit of the public at no cost to the City for the term of the lease. The Department will review and approve a preliminary site plan prior to construction plan development for compliance with the Farm concept outlines in Paragraph D. The Lessee will agree to obtain all required permits and comply with all

ordinances, rules and regulations in the context of constructing these amenities. Additional amenities to be constructed will require written approval from the Department.

- | | |
|---|----------------------|
| 1. Fast Casual Concession and Market | +/- 4000 square feet |
| 2. Full Service Concession | +/- 6000 square feet |
| 3. Administration | +/- 2000 square feet |
| 4. Community Education Facility | +/- 2500 square feet |
| 5. Farm | 2 acres maximum |
| 6. Shaded seating areas and patios throughout | |
| 7. Sculptural Playground | |
| 8. Parking | As required |
| 9. Farm utility and storage | Temporary structures |

Lessor and Lessee acknowledge that construction of the initial improvements may be performed in stages.

The City shall own all buildings and other amenities required in the Lease upon completion of construction.

H. Programming

Programming shall include inclusive programming open to the public. An annual education plan will be submitted that will contain an outline of program offerings. The plan will be reviewed for efficacy by the Department. Performance expectations regarding programming will be developed for the Lease with an expectation of a variety of classes, activities, events and creative, hands-on programs to be offered for free or nominal cost with subjects that could include but not be limited to:

- Community Health and Wellness
- Organic Farming
- Desert Agriculture
- Environmental Sustainability
- Art
- Nutrition
- Cooking

Partnerships with community organizations, school districts, universities, county cooperatives, City parks and recreation programming (FitPHX), non-profit organizations, and others are expected to be engaged to enhance the programming offered.

For the area(s) outlined in the Lease, the Lessee will maintain or enhance the outdoor recreation experience at Los Olivos Park in part by the requirement to re-locate all existing outdoor recreation amenities that are currently present at the Lessee's expense and in consultation with the Department. The disk golf course, programmed recreation and sports area, and any other required amenities to be relocated shall be moved and available to the public prior to any construction.

I. City Use of the Farm

The City Parks and Recreation Department may request use of the Farm for recreational purposes which permission shall not be unreasonably withheld. The parties agree that Farm activities take priority over City requests to use the Farm.

J. Farm Operation

The Farm will use proven agricultural methods to produce fruits and vegetables; to operate a sustainable agricultural program; and to mitigate nuisances such as dust, noise, pests and odor. Lessee shall use all reasonable efforts to incorporate advances in agricultural technology in farm operations.

Within three (3) years of farm operation commencement, the Lessee will obtain GHP/GAP certification and maintain it for the term of the Lease.

Within five (5) years of farm operation commencement, the Lessee will obtain USDA organic certification and maintain it for the term of the Lease.

Upon completion of construction, no farm mechanized equipment larger than walk/stand-behind equipment is allowed on site. No livestock is allowed on the property.

In consultation with the City Forester, the Lessee will use all reasonable efforts to preserve, relocate and utilize the existing olive trees within the Farm; and replace all removed trees at 24" box or greater at the park or other park site as approved by the Department.

Department and Lessee intend that produce from the farm will be used as much as possible on site. Produce generated at the Farm may be sold from the farm stand to the public and used by concessions on site. Lessee shall use its good faith business judgment in crop selection and stocking on site. Produce grown on site at the Farm cannot be sold to other distributors or commercial entities. Excess produce grown on site at the Farm may be donated or disposed of in Lessee's good faith discretion, but not for the purposes of resale or a commercial use.

K. Maintenance

The Lessee agrees to maintain the Farm at the Lessee's expense to City maintenance standard or above. This includes but is not limited to: keeping the Farm clear of trash and litter; repairing any vandalism which causes damage to the Farm; immediate removal of any graffiti; and maintenance and upkeep of the buildings, any fencing, seat walls, recreation amenities within the Farm's premises.

The Lessee agrees that from time to time the buildings will need building systems replaced. This may include but not be limited to: roofs, HVAC units, interior and exterior paint, plumbing, or electrical. This maintenance, repair and upkeep is the sole responsibility of the Lessee.

The Lessee is required to comply with all laws, ordinances, codes of conduct and City policies as related handling of homeless, trespass and other issues which may require City services.

L. Concession Operation

It is expected that when construction is complete and the Farm operation is certified as an organic farm, that organic produce from the Farm will be available and served in the concessions. The Department will audit prices on every fifth anniversary of concession opening to ensure that the Farm menu pricing is comparable to similar "farm to table" themed facilities.

A delivery schedule for all products shall be considered in such a way as to minimize disruption to the Devonshire Senior Center programming or scheduled park activities.

When construction is complete, there will always be a portion of the concession open to the public. The Lessee has the right to reserve a portion of the concessions for private events.

M. Utilities

1. The Lessor will provide water to the Farm but the Lessee must connect and provide needed irrigation systems and/or flood irrigation to the Farm and concessions. The Lessee will use sustainable water practices and be responsible for all costs to construct needed water systems and pay on-going usage costs. The Lessee is responsible for obtaining any permits, including environmental permits, required for use of water on the Farm.
2. The Lessor is responsible for all other utilities on the Farm and concessions including but not limited to: electricity, telecommunications, and gas and will maintain all utilities in the Lessor's name throughout the term of the Lease.

N. Signage

The Lessee is responsible for all interior and exterior signage at the Farm. The Department shall have final approval of all significant exterior signage, including but not limited to: driveway access signage and exterior building signage. Approval of signage shall not be unreasonably withheld. The Lessor reserves the right to require regulatory signage as may be required under applicable law, which shall be installed at the Lessee's expense.

O. Reports

Reports will be required on a schedule to be determined. Reporting requirements will include but not be limited to: annual financial report, sales reports, program plan and schedules, attendance, marketing/outreach efforts, farm production statistics and other reports or information maintained by Lessee in its good faith business judgment.

P. Financial

The Lessee is committing \$5.5 million more or less to complete this project in less than two years from the date of Lease execution. In general, the Farm and concessions are targeted to be operational by 2020.

The Lease will not require rent, but will require a revenue share to the Parks and Recreation Department from gross revenues from the Farm, concessions, events and activities that take place on site. The schedule below will commence upon the City issuing the first building permit for the concession or any building except for administration or storage space.

Year	Revenue Share
Years 1-3	0%
Years 4-7	1.6%* or \$120,000, whichever is greater
Years 8-10	1.8%* or \$125,000, whichever is greater
Years 11-15	2.0%* or \$131,000, whichever is greater
Years 16-20	2.2%* or \$138,000, whichever is greater
Years 21-25	2.4%* or \$145,000, whichever is greater
Years 26-30	2.6%* or \$152,000, whichever is greater
Years 31-35	2.8%* or \$160,000, whichever is greater
Years 36-40	3.0%* or \$168,000, whichever is greater

*Percent of annual gross Farm, concession, program, activity and event revenue.

Q. Gross Revenue Triggers

If and/or when annual gross concession revenues reach \$8,000,000, an additional 0.2% shall be added to the base percentage for that year and carried forward.

If and/or when annual gross concession revenues reach \$9,000,000, an additional 0.2% shall be added to the base percentage for that year and carried forward.

If and/or when annual gross concession revenues reach \$10,000,000, an additional 0.2% shall be added to the base percentage for that year and carried forward.

R. Payment Schedule

Annual financial reports will be required on the anniversary of the Lease commencement date. Payment for the previous year, beginning in Year five (5) of the Lease term shall be due to the Parks and Recreation Department within 45 days after the anniversary date.

S. Failsafe Provision

The City will require a performance bond for the construction phase(s) of the project.

Upon certificate of occupancy for all the planned structures, the project will be deemed complete (completion date). One year from the completion date, the Lessee will be required to provide a security deposit in an amount to be agreed upon. The final amount will be defined in the Lease and will be adequate to provide maintenance of all of the Farm for a period of one year; and if needed, demolition of the site. The Lessee may pay the deposit at once, or make five annual payments due on the anniversary of the completion date, or its earlier termination by the City. The City will place this deposit into an interest-bearing account restricted for the maintenance or operation of the Farm should the Lessee default on the Lease. Upon the completion of the term of the Lease, the deposit will be returned with interest to the Lessee.

THE TERMS AND CONDITIONS IN THIS LETTER OF INTENT ARE HEREBY AGREED TO BY:

GREENBELT DEVELOPMENT, LLC

CITY OF PHOENIX, PARKS AND RECREATION DEPARTMENT

By: _____
(Signature)

By: _____
(Signature)

Name (printed) _____

Name: Inger Erickson

Title: _____

Title: Parks and Recreation Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Greenbelt Development, LLC Attorney

City Attorney

Date: _____

Date: _____

