



**NOTICE AND AGENDA OF REGULAR MEETING OF THE
PINAL COUNTY OPEN SPACE AND TRAILS ADVISORY COMMISSION (OS&T)**

Revised

Pursuant to Arizona Revised Statutes § 38-431.02, notice is hereby given to the members of the Pinal County Open Space and Trails Advisory Commission (OS&T) and the general public that the OS&T will hold a regular meeting open to the public at 6:00 p.m. on Tuesday, July 8, 2014 in the Emergency Operations Center (EOC), Pinal County Administrative Complex, Building F, 135 N. Pinal Street, Florence, AZ 85132. Members of the OS&T will attend either in person or by telephone conference call.

The OS&T may go into executive session for purposes of obtaining legal advice from the county's attorney(s) on any of the agenda items below pursuant to Arizona Revised Statutes § 38-431.03(A)(3).

The agenda for the regular meeting is as follows:

Regular Meeting

- I. Call to Order – OS&T Chairman
- II. Roll Call – OS&T Chairman
- III. Discussion/Approval/Disapproval of Meeting Minutes:
 - April 8, 2013
- IV. Call to the Public (For information only)

This is the time for public comment. Members of the OS&T may not discuss items that are not on the agenda. Therefore, action taken as a result of public comment will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date. Please note that time, place, and manner restrictions may be imposed.

- V. Old Business (None)
- VI. New Business
 - a. Presentation of Conservation Funding Survey Results
 - b. Discussion/Recommendations of the Pinal County Open Space and Trails Department submitting a Recreation and Public Purposes (R&PP) Lease application to the Bureau of Land Management (BLM) for Regional Park #4, Palo Verde. Under the R&PP application Pinal County intends to lease qualified BLM property for the ultimate development of a Regional Park in the far western portion of Pinal County.



PINAL COUNTY
wide open opportunity

- c. Discussion/Recommendation of the Pinal County Open Space and Trails Department submitting a Recreation and Public Purposes (R&PP) Lease application to the Bureau of Land Management (BLM) for Regional Park #5, Peralta. Under the R&PP application Pinal County intends to lease qualified BLM property for the ultimate development of a Regional Park in the northern portion of Pinal County. **Revised**
- d. Discussion/Recommendation of the Pinal County Open Space and Trails Department submitting an Application for Community Assistance from the National Park Service Rivers, Trails and Conservation Assistance Program for assistance in the development of a Master Plan for Regional Park #5, Peralta.
- e. Discussion/Recommendations regarding the future management of Pinal County's existing park inventory.
 - i) Dudleyville
 - ii) Oracle Community
 - iii) Oracle Liberty
 - iv) Randolph
 - v) West Pinal (Kortsen)

VII. Director's Report (attached)

VIII. Discussion of Possible future agenda items

- a. Work session to discuss Open Space and Trails Advisory Commission Strategic Direction
- b. Pinal Partnership, Open Space and Trails Committee presentation
- c. Open Space and Trails Commission next steps regarding the Conservation Funding Survey Results

IX. Adjournment – OS&T Chairman

Persons with disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Kent Taylor at 520-866-6910 or kent.taylor@pinalcountyz.gov. Requests should be made as early as possible to arrange the accommodation.



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PINAL COUNTY
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PINAL COUNTY OPEN SPACE AND TRAILS ADVISORY COMMISSION
REGULAR MEETING
DRAFT MINUTES OF April 8, 2014

PRESENT: Mr. Vogler, Sr., Member Mr. Bristow, Member
Mr. Kavathas, Member Ms. D'Abella, Member
Mr. Standage, Member Ms. Ruehl, Member
Ms. Johnson, Member Ms. Butler, Member
Mr. Brown, Member

ABSENT: Mr. Carnes, Commission Member

LEGAL STAFF PRESENT: Mr. Costello, Deputy County Attorney

OPEN SPACE AND TRAILS STAFF PRESENT:
Mr. Taylor, Open Space and Trails Director
Ms. Cortez, Administrative Secretary

The meeting was called to order at 6:07 p.m., this date by Director Kent Taylor in the Pinal County emergency Operations Center (EOC) Hearing Room, Building F, Florence, Arizona.

Mr. Taylor introduced staff members, and had commissioner members introduce themselves and give a brief description of their history.

Mr. Taylor had commissioner members read, review and sign the Oath of Office. Ms. Cortez notarized signatures.

Mr. Taylor opened the public comment portion of the meeting. Hearing none, Mr. Taylor closed the public comment portion of the meeting.

NEW BUSINESS

Mr. Taylor gave a brief history of how the department was developed, and used a power point presentation.

Mr. Taylor also covered:

- Open Space and Trails Plan/Comprehensive Plan
- Current Park and Trail Inventory
- Department Budget and Staffing
- 2-5 Year Department Priorities

Mr. Taylor continued with the power point presentation, and presented a handout on Trust for Public Land Conservation Services Program. Mr. Taylor encourages the Commission members to attend the regular scheduled Board of Supervisors meeting on Wednesday, April 9, 2014 at 9:30 a.m.

Mr. Taylor covered the Claim for Reimbursement of Travel Expenses. Mr. Taylor stated Commission members can be reimbursement for 2 meetings at a time. Mr. Taylor stated if the form is not submitted mileage will not be reimbursed.

Mr. Taylor presented Mr. Kevin Costello; Mr. Costello gave a brief history of his background.

Mr. Costello covered the Open Meeting Law, and used a power point presentation.

Mr. Taylor stated the Open Space and Trails Advisory Commission Bylaws are presented to the Commission on the CD provided to members. Mr. Taylor advised the Commission to give staff a week prior notice if they cannot attend a meeting in person and would like to do it telephonically.

Discussion/Election of OS&T Chairman and Vice-Chairman pursuant to Article V: Officers and Duties, Section 3. A of the Pinal County Open Space and Trails Advisory Commission Bylaws – OS&T Clerk/OS&T Chairman

Mr. Taylor read to the Commission the Chairman and Vice Chairman Job description. Mr. Taylor advised Commission members to discuss who they would like to have as Chairman and Vice Chairman.

Commissioner D'Abella nominated Commissioner Ruehl for Chairman.

MOTION

Commissioner D'Abella motioned to appoint Commissioner Ruehl as Chairman of Open Space and Trails Advisory Commission. Commissioner Brown seconded the motion.

Commissioner Bristow asked Commissioner Ruehl if she would have time to be Chairman since she is part of other Commissions/committees. Commissioner Ruehl stated yes, she would.

Motion passed unanimously (9-0).

Chairman Ruehl nominated Commissioner D'Abella for Vice Chairman.

MOTION

Commissioner Bristow motioned to appoint Commissioner D'Abella as Vice Chairman of Open Space and Trails Advisory Commission. Commissioner Standage seconded the motion. Motion passed unanimously (9-0).

Discussion/Approval/Disapproval of future meeting dates

Mr. Taylor stated it would be best for the Commission to pick a common reoccurring date for future meetings.

Chairman Ruehl asked for suggestions on what day would be best to make it official. Commissioner Brown stated that Tuesday's would be the best day. Commissioner Bristow suggested keeping it the second Tuesday of the month.

MOTION

Vice Chairman D'Abella made a motion to have the next regular scheduled meetings to be, July 9, 2014.

Chairman Ruehl suggested amending the motion to schedule the meetings for a reoccurring date and not individual dates for the meetings.

Vice Chairman D'Abella amended her motion. Vice Chairman D'Abella made a motion to have all regular scheduled meetings for Pinal County Open Space and Trails Advisory Commission on the second Tuesday of the month, for July, October and January, and April (quarterly meetings) at 6 p.m. Commissioner Kavathas seconded the motion. Motion passed unanimously (9-0).

Open Space and Trails Director Discussion Items/Possible future agenda items

The commission discussed potential future agenda items including:

- Work session to discuss Open Space and Trails Advisory Commission Strategic Direction
- Thunderbird Arena Community Council (TACC) Master Plan updates

- West Pinal (Kortsen) Park updates
- San Tan Regional Park update
- Bureau of Reclamation Recreation Agreement update
- Pinal Partnership, Open Space and Trails Committee presentation
- Discussion of existing park property ownership details
- Presentation on impact fees

ADJOURNMENT

Commissioner Standage made a motion to adjourn. Commissioner Bristow seconded the motion. Chairman Ruehl accepted the motion. Meeting adjourned at 8:41 pm.

RESPECTFULLY submitted July 8, 2014.

Kent Taylor, Open Space and Trails Director

DRAFT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
**APPLICATION FOR LAND FOR
RECREATION OR PUBLIC PURPOSES**

(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

FORM APPROVED
OMB NO. 1004-0012
Expires: January 31, 2013

| | |
|--------------------------------|---------------------------------|
| Date 08/01/2014 | Serial Number (BLM use only) |
| Home phone (include area code) | |

| | | |
|--------------------------------------|--|--|
| 1a. Applicant's name Pinal County | b. Address (include zip code) PO Box 2973 Florence AZ 85132 | Business phone (include area code) 520-866-6910 |
|--------------------------------------|--|--|

2. Give legal description of lands applied for (include metes and bounds description, if necessary)

| SUBDIVISION | SECTION | TOWNSHIP | RANGE | MERIDIAN |
|-------------|--------------|----------|-------|----------|
| | See attached | | | |

| | | |
|-----------------|------------------|------------------------------------|
| County of Pinal | State of Arizona | Containing (acres) 21,698.27 acres |
|-----------------|------------------|------------------------------------|

3a. This application is for: Lease Purchase (If lease, indicate year)

b. Proposed use is Public Recreation Other Public Purposes

4. Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

The Pinal County Board of Supervisors approved the Pinal County Open Space and Trails Plan (OS&T Plan) in 2007 and incorporated this document into the Pinal County Comprehensive Plan in 2009. Identified within these plans are future Regional Park locations including the area identified in this application (Regional Park #4, Palo Verde). As identified in the master plan, Pinal County's regional parks will provide conservation and resource protection as well as passive uses such as multi-use trails, trailheads and picnic areas.

A preliminary plan of development is attached with this application. The Pinal County Board of Supervisors approved funding to begin a site specific master plan for this regional park to begin in Fiscal 14/15. It is anticipated that through the master plan process a more detailed plan of development would be produced which would amend or replace the preliminary plan of development. Specific items that we intend to address in the master plan would include:

- Proposed park uses
- a phasing plan, if applicable
- A proposed management plan
- Consideration of fees
- Identification and proposed mitigation measures for identified environmental and cultural concerns

The master plan process will include a public outreach process and outreach to stakeholder agencies including, but not limited to; Bureau of Land Management, City of Maricopa, Arizona Game and Fish, the Arizona State Land Department and the US Customs and Border Protection.

Pinal County anticipates beginning this master plan process in the later part of FY 14/15 which will take approximately 12-18 months to complete.

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.
Arizona Revised Statutes 11-932

6. Attach a copy of your authority for filing this application and to perform all acts incident thereto.

7. If land described in this application has not been classified for recreation and/or public purposes pursuant to the Recreation and Public Purposes Act, consider this application as a petition for such classification.

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? Yes No (If "no," describe the situation or activity and your plans for achieving compliance.)

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? Yes No (If "no," describe the situation or activity and the reasons for nonaccessibility).

Providing access to persons with disabilities will be part of the master plan process described previously. At this time we anticipate that some, but not all, of the developed facilities will be accessible to persons with disabilities.

Applicant's Signature

Date

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 (*Sales*) and 43 CFR 2912 (*Leases*).
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

Item

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.
- 3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.
4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
 - a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
 - b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
 - c. Type and general location of all proposed improvements, including public access (*roads, trails, etc.*). This showing may take the form of inventory lists, maps, plats, drawings, or

blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.

- d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
- e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
- f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
- g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.
6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48 (d) provide that you be furnished the following information in connection with information required by this application for a Land Use Authorization.

AUTHORITY: 43 U.S.C. 869 et seq.; 43 CFR Part 2740

PRINCIPAL PURPOSE: The information is to be used to process your application.

ROUTINE USES: (1) The adjudication of the applicant's request for a Land Use Authorization. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in use of public lands or resources. (4) (5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is mandatory for processing of the application. If all the information is not provided, the application may be rejected.

The Paperwork Reduction Act of 1995 requires us to inform you that:

BLM collects this information to process your request for Federal lands under the provisions of June 14, 1926 (43 U.S.C. 869 as amended), Recreation and Public Purposes Act.

Information will be used to illustrate whether the applicant meets requirements of regulations found in 43 CFR Subpart 2740. Response to this request is mandatory, see regulations found in 43 CFR Subpart 2741.4.

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average 40 hours per response, including the time for reviewing instructions, gathering, and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the U.S. Department of the Interior, Bureau of Land Management (1004-0012), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

Palo Verde Mountain Regional Park

BLM Land Acquisition

R&PP Preliminary Plan of Development

Submitted by:

Pinal County

Open Space and Trails Department
31 N. Pinal Street, PO Box 2973
Florence, Arizona 85132
(520) 866-6910 Fax: (520) 866-6435

Palo Verde Mountain Regional Park

R&PP Preliminary Plan of Development

1. Description

Pinal County proposes to lease approximately 21,700 acres of BLM-administered lands located in the far western portion of Pinal County in order to develop a regional park. Palo Verde Mountain Regional Park is a proposed natural resource park originally identified in the Pinal County Open Space and Trails Master Plan (OS&T Plan) in 2007. As envisioned in the OS&T Plan, the purpose of this park would consist of natural and cultural resource conservation, public recreation and environmental education.

2. Statement of Need

Pinal County continues to be one of the fastest growing counties in the U.S., with an estimated 2012 population of 375,770. This is a 109% increase since the year 2000. Additionally, this property is located adjacent to the City of Maricopa which is the fastest growing community in Arizona, going from a population under 2,000 in the year 2000 to a 2012 population estimate of 43,200. To ensure an adequate level of service to Pinal County residents one of the stated goals of the OS&T Plan is to “provide access to regional park or national recreational open space within a 30-minute drive from anywhere within Pinal County”. The incorporation of the subject BLM lands into the regional park inventory will assist Pinal County in achieving this stated goal. This proposal will provide for more active management of the subject lands assisting in the preservation of precious resources, provide valuable opportunities for public non-motorized trails-based recreation and environmental education. Additionally, there may be opportunities to include managed locations for off highway vehicle (OHV) use and/or target shooting thus providing improved oversight into sometimes destructive uses currently occurring within the proposed park boundary.

3. Location

The subject property is administered by the Lower Sonoran Field Office of the U.S. Bureau of Land Management. The location of this property is on the far western side of Pinal County. (Please see Appendix A and map attachment)

4. Authority to Submit an R&PP Application for the Subject Property

Pinal County is a political subdivision of the State of Arizona and authorized under the R&PP statute to apply for the subject property. Additionally, the following Pinal County actions were taken in support of this application.

- The Pinal County Open Space and Trails Advisory Commission made a favorable recommendation to the Pinal County Board of Supervisors related to this application at their July 8, 2014 meeting. (See attached draft minutes).
- The Pinal County Board of Supervisors approved the submittal of this R&PP application at their xx meeting. (See attached draft minutes)

5. Administration of the Property

The subject property will be administered by the Pinal County Open Space and Trails Department upon a successful application.

6. Description of Possible Improvements for Palo Verde Mountain Regional Park

The property will be preserved in its natural state and future development will be specified during a master planning process for the property. It is anticipated that this site could include passive recreation activities such as non-motorized trails for hikers, mountain bicyclists and equestrians and related improvement such as trailheads and picnic areas. Other more intensive uses would be considered as part of the master planning process and could include areas for OHV and target shooting uses. The timing of improvement will be identified as part of the phasing plan outlined in the completed master plan. Additional improvements which could also be part of this property include fencing, signage, entry station(s) and public education building.

It is anticipated that the master plan process will begin in the later part of FY14/15.

7. Estimated Timetable for Development

As previously noted, Pinal County will undertake a master planning process for this property anticipated to begin in the later part of FY14/15. At this time we anticipate that the master planning process will take approximately 12-18 months. Included in the final master plan will also be an estimated timetable for the phasing of the development of the project.

8. Management Plan for the Palo Verde Mountain Regional Park

In consideration of the nominal amount associated with the lease and ultimate acquisition of the subject Palo Verde Mountain Regional Park property, Pinal County agrees to the following commitments, to be set forth through the formal conveyance of the subject property to Pinal County.

- To maintain the subject property open to use by the public for recreational purposes without discrimination or favor.
- To institute no more than a reasonable charge for the use of any facilities developed on the subject land (whether by concession or otherwise), and to charge no more for entrance to and use of the areas than is charged at other comparable installations managed by state and local agencies. Pinal County shall submit to the Bureau of Land Management its schedule of charges, and all charges shall be subject to review for conformance with this requirement and appropriate modification by the Secretary of the Interior or his delegate after reasonable notice and an opportunity for a hearing.
- To develop and manage the lands in accordance with the approved program of utilization, as submitted in this application, including any amendments based on the master plan process.
- To secure the approval of the Secretary of the Interior or his delegate of all plans of construction prior to commencing actual construction.
- To maintain in satisfactory condition the facilities on these lands.

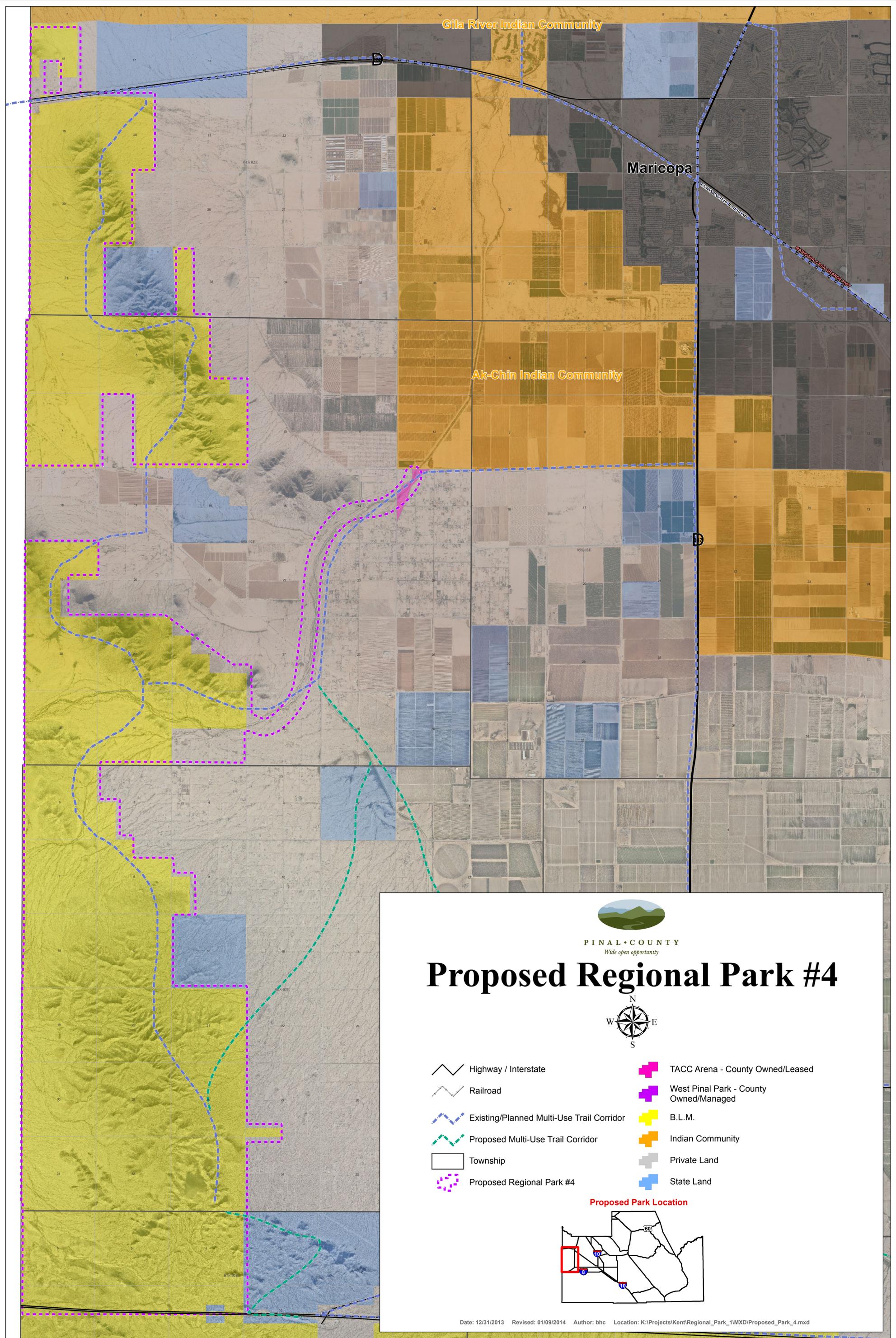
Further commitments will be made to BLM regarding the management of the property as additional considerations arise.

DRAFT

APPENDIX A

| Regional Park #4 | Sections | Township | Range |
|-----------------------------------|---|----------|-------|
| | 18,19,20,29,30,31,32,33 | 04S | 02E |
| | 4,5,6,7,8,9,12,13,14,15,19,20,22,23,27,28,29,30,31,32,33,34 | 05S | 02E |
| | 5,6,7,8,9,16,17,18,19,20,21,22,27,28,29,30,31,32,33,34 | 06S | 02E |
| | 4,5,6,7,8,9,10 | 07S | 02E |
| Approx BLM Acres = 21698.27 acres | | | |

DRAFT



Gila River Indian Community

Maricopa

Ak-Chin Indian Community



PINAL COUNTY
Wide open opportunity

Proposed Regional Park #4



- | | |
|---|--|
| Highway / Interstate | TACC Arena - County Owned/Leased |
| Railroad | West Pinal Park - County Owned/Managed |
| Existing/Planned Multi-Use Trail Corridor | B.L.M. |
| Proposed Multi-Use Trail Corridor | Indian Community |
| Township | Private Land |
| Proposed Regional Park #4 | State Land |

Proposed Park Location



UNITED STATES
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BUREAU OF LAND MANAGEMENT
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(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

FORM APPROVED
OMB NO. 1004-0012
Expires: January 31, 2013

| | |
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| | | |
|---|---|---|
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|---|---|---|

2. Give legal description of lands applied for (include metes and bounds description, if necessary)

| SUBDIVISION | SECTION | TOWNSHIP | RANGE | MERIDIAN |
|-------------|---------|----------|-------|----------|
| | 6 | 01S | 10E | |
| | 7 | 01S | 10E | |

| | | |
|------------------------|-------------------------|--------------------------------------|
| County of Pinal | State of Arizona | Containing (acres) 497 approx |
|------------------------|-------------------------|--------------------------------------|

3a. This application is for: Lease Purchase (If lease, indicate year)

b. Proposed use is Public Recreation Other Public Purposes

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Applicant's Signature

Date

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GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 (*Sales*) and 43 CFR 2912 (*Leases*).
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

Item

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.
- 3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.
4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
 - a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
 - b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
 - c. Type and general location of all proposed improvements, including public access (*roads, trails, etc.*). This showing may take the form of inventory lists, maps, plats, drawings, or

blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.

- d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
 - e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
 - f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
 - g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.
6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48 (d) provide that you be furnished the following information in connection with information required by this application for a Land Use Authorization.

AUTHORITY: 43 U.S.C. 869 et seq.; 43 CFR Part 2740

PRINCIPAL PURPOSE: The information is to be used to process your application.

ROUTINE USES: (1) The adjudication of the applicant's request for a Land Use Authorization. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in use of public lands or resources. (4) (5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is mandatory for processing of the application. If all the information is not provided, the application may be rejected.

The Paperwork Reduction Act of 1995 requires us to inform you that:

BLM collects this information to process your request for Federal lands under the provisions of June 14, 1926 (43 U.S.C. 869 as amended), Recreation and Public Purposes Act.

Information will be used to illustrate whether the applicant meets requirements of regulations found in 43 CFR Subpart 2740. Response to this request is mandatory, see regulations found in 43 CFR Subpart 2741.4.

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average 40 hours per response, including the time for reviewing instructions, gathering, and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the U.S. Department of the Interior, Bureau of Land Management (1004-0012), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

Peralta Regional Park

BLM Land Acquisition

R&PP Preliminary Plan of Development

Submitted by:

Pinal County

Open Space and Trails Department
31 N. Pinal Street, PO Box 2973
Florence, Arizona 85132
(520) 866-6910 Fax: (520) 866-6435

Peralta Regional Park

R&PP Preliminary Plan of Development

1. Description

Pinal County proposes to lease, approximately 497 acres of BLM-administered lands located in the northern portion of Pinal County in order to develop a regional park. Peralta Regional Park is a proposed natural resource park originally identified in the Pinal County Open Space and Trails Master Plan (OS&T Plan) in 2007. As envisioned in OS&T Plan, the purpose of this park would consist of natural and cultural resource conservation, public recreation and environmental education.

2. Statement of Need

Pinal County continues to be one of the fastest growing counties in the U.S., with an estimated 2012 population of 375,770. This is a 109% increase since the year 2000. To ensure an adequate level of service to Pinal County residents one of the stated goals of the OS&T Plan is to provide access to regional park or national recreational open space within a 30-minute drive from anywhere within Pinal County. The incorporation of the subject BLM lands into the regional park inventory for Pinal County will help Pinal County achieve the goal of protecting these precious resources, while also providing valuable opportunities for public non-motorized trails, passive recreation and environmental education. Additionally this park location offers other non-motorized trail linkage opportunities to the Tonto National Forest, the Superstition Wilderness and the County owned and managed Lost Goldmine Trail. During the master plan development process we anticipate reviewing the location for other potential recreational opportunities.

3. Location

The subject property is administered by the Lower Sonoran Field Office of the U.S. Bureau of Land Management. The location of this property is in the northern portion of Pinal County north of US 60. The attached map indicates the location of the property.

4. Authority to Submit an R&PP Application for the Subject Property

Pinal County is a political subdivision of the State of Arizona and authorized under the R&PP statute to apply for the subject property. Additionally, the following Pinal County actions were taken in support of this application.

- The Pinal County Open Space and Trails Advisory Commission made a favorable recommendation to the Pinal County Board of Supervisors related to this application at their July 8, 2014 meeting. (See attached draft minutes).
- The Pinal County Board of Supervisors approved the submittal of this R&PP application at their xx meeting. (See attached draft minutes)

5. Administration of the Property

The subject property will be administered by the Pinal County Open Space and Trails Department upon a successful application.

6. Description of Possible Improvements for Peralta Regional Park

The property will be preserved in its natural state and future development will be specified during a master planning process for the property. It is anticipated that this site could include passive recreation activities such as non-motorized trails for hikers, mountain bicyclists and equestrians and related improvement such as trailheads and picnic areas. Other more intensive uses such as off highway vehicle (OHV) access would be considered during the master planning process. The timing of improvement will be identified as part of the phasing plan outlined in the completed master plan. Additional improvements which could also be part of this property include fencing, signage, entry station(s) and public education building.

Pinal County has submitted an application for professional assistance with the National Park Service, Rivers, Trails and Conservation Assistance Program to assist with the master plan development. If successful, it is anticipated that the master plan process will begin in the later part of FY14/15.

7. Estimated Timetable for Development

As previously noted, Pinal County will undertake a master planning process for this property beginning in the later part of FY14/15. At this time we anticipate that the master planning process will take approximately 12-18 months. Included in the final master plan will also be an estimated timetable for the phasing of the development of the project.

8. Management Plan for the Peralta Regional Park

In consideration of the nominal amount associated with the lease and ultimate acquisition of the subject Peralta Regional Park property, Pinal County agrees to the following commitments, to be set forth through the formal conveyance of the subject property to Pinal County.

1. To maintain the subject property open to use by the public for recreational purposes without discrimination or favor.
2. To institute no more than a reasonable charge for the use of any facilities developed on the subject land (whether by concession or otherwise), and to charge no more for entrance to and use of the areas than is charged at other comparable installations managed by state and local agencies. Pinal County shall submit to the Bureau of Land Management its schedule of charges, and all charges shall be subject to review for conformance with this requirement and appropriate modification by the Secretary of the Interior or his delegate after reasonable notice and an opportunity for a hearing.
3. To develop and manage the lands in accordance with the approved program of utilization, as submitted in this application, including any amendments based on the master plan process.
4. To secure the approval of the Secretary of the Interior or his delegate of all plans of construction prior to commencing actual construction.
5. To maintain in satisfactory condition the facilities on these lands.

Further commitments will be made to BLM regarding the management of the property as additional considerations arise.

DRAFT



PINAL COUNTY
Wide open opportunity

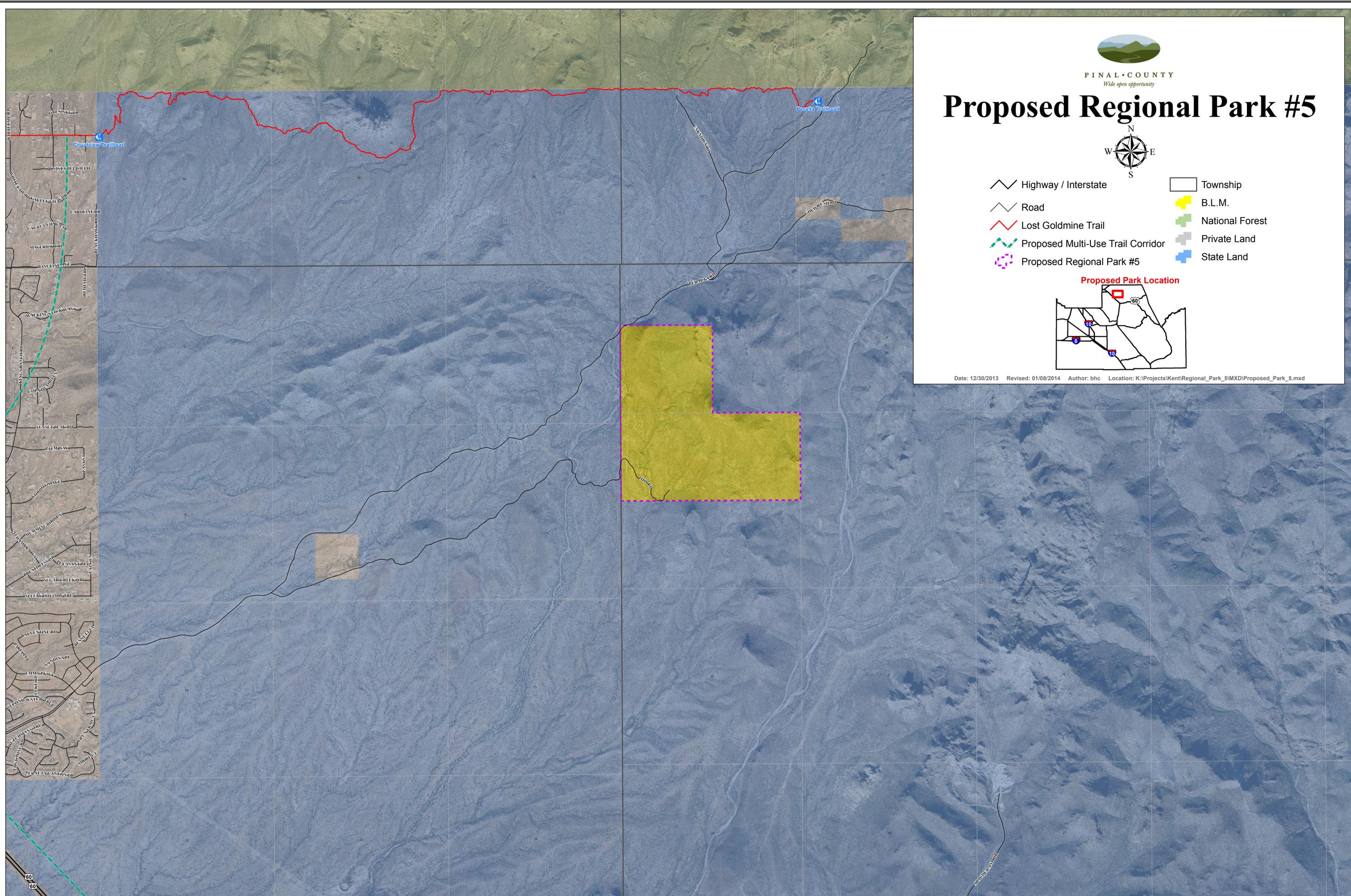
Proposed Regional Park #5



- Highway / Interstate
- Road
- Lost Goldmine Trail
- Proposed Multi-Use Trail Corridor
- Proposed Regional Park #5
- Township
- B.L.M.
- National Forest
- Private Land
- State Land



Date: 12/30/2013 Revised: 01/08/2014 Author: bhc Location: K:\Projects\Kent\Regional_Park_5\MXD\Proposed_Park_5.mxd





Application for Community Assistance

The National Park Service Rivers, Trails and Conservation Assistance program supports successful partnerships with communities across America in achieving their conservation and outdoor recreation visions.

Please follow the [application steps](#) on our website and then submit this completed application along with a map of your project site, at least three letters of support, and any other supplementary information that helps us learn more about your project to your National Park Service staff contact by August 1.

Date: **Project Name:** Master Plan Development for Pinal County Regional Park #5 Peralta

Project Location Description (provide a location/site map): T01S, R10E, Sections 6&7 497 acres appx

City and State: Pinal County, Arizona

Congressional District(s) Number (s): AZ 4

Applicant organization(s): Pinal County

Primary Contact: Kent Taylor **Title:** Director, Open Space and Trails

Street Address: 31 N Pinal Street (PO Box 2973)

City: Florence **State:** AZ **Zip Code:** 85132

Email: kent.taylor@pinalcountyz.gov **Website (if applicable):** **Daytime Phone:** 520-866-6910

Project Description:

1. Describe: *(limit to 750 words total)*
 - a) Your vision and project goals;
 - b) Accomplishments to date;
 - c) Support: local, city, regional and state plans, endorsements from elected officials and boards, etc.;
 - d) Community benefits that would result from implementing the proposed project;
 - e) Geographic location of your project (city, watershed, specific areas within a city or county, etc.);
 - f) Important demographic characteristics of your project area.

Pinal County's vision for a regional park system is outlined in the Pinal County Open Space and Trails Master Plan (OS&T Plan). The OS&T Plan outlines 5 regional parks within the County which in combination with existing federally managed/protected lands would provide outdoor recreation and education opportunities to Pinal County residents within a 30 minute drive from most anywhere in the County. Regional Park #5, Peralta, was identified as a future regional park site in the OS&T Plan. This proposed park is located in the north eastern part of the County adjacent to the Tonto National Forest. It is located close to the unincorporated towns of Gold Canyon and Queen Valley and the incorporated cities/towns of Apache Junction (to the west) and Superior (to the east).

The project goal for this application is to complete a master plan for the future development of regional park #5 (Peralta). It is envisioned that the master plan document will provide the roadmap for future implementation and development of this regional park.

Pinal County envisions the RTCA role for this project to be consistent with the attached Scope of Work.

Pinal County leaders and residents have continually shown support for the future development of regional recreation destinations, including this proposal. In October 2007, the Pinal County Board of Supervisors approved the Pinal County Open Space and Trails Master Plan (OS&T Plan). This document identified the future vision of open space, regional parks and trails for Pinal County. The master planning process included numerous public meetings as well as the involvement of concerned stakeholder involvement.

The OS&T Plan was incorporated into the County's comprehensive land use plan in Chapter 6, Open Spaces and Places. The Pinal County Comprehensive Plan process included hundreds of public meetings and outreach and including numerous public meetings with the Planning and Zoning Commission and the Board of Supervisors. The Comprehensive Plan was adopted by the Pinal County Board of Supervisors in November of 2009.

In a continuation of that support, the Board of Supervisors created the Open Space and Trails Department in 2012. One of the primary goals of this department is the implementation of the OS&T plan.

Implementation of the OS&T Plan began in 2007 and although slowed somewhat by the financial challenges beginning in 2008 there were several accomplishments. These include, but are not limited to:

- Addition of the OS&T Plan to the County Comprehensive Plan
- Acquisition of the Right of Way for approximately 50 miles of the Arizona National Scenic Trail, including 3 trailhead locations.
- Securing grant funding and donations to construct 3 trailheads on the Arizona National Scenic Trail.
- Identification of the route for the Anza National Historic Trail in northern Pinal County including inclusion in the Comprehensive Plan.
- Zoning ordinance revisions for subdivisions and planned area developments that reflect the goals and objectives of the OS&T Plan.

Understanding the need to better focus on implementation of the OS&T Plan, the Pinal County Board of Supervisors created and budgeted for a new department, the Open Space and Trails Department in FY 13/14.

The anticipated community benefits for master planning and ultimately developing this proposed regional park include:

- Protecting and preserving open space which is adjacent to the Tonto National Forest and the Superstition Wilderness.
- Incorporating multi-use trails for recreational use and ultimately linking them to the County owned/managed Lost Goldmine Trail
- The Potential for incorporating "social trails" in adjacent Arizona State Trust Lands into a well planned trail network.
- Potential for relieving user pressure at the Peralta Trailhead.

2. Describe how your project advances one or more key National Park Service objectives: *(limit to 500 words)*
 - a. Builds partnerships with health and wellness organizations to promote healthy lifestyles;
 - b. Engages youth or youth organizations to promote close-to-home resource conservation, stewardship, and outdoor recreation opportunities;
 - c. Develops and/or improves connections to parks, rivers, trails, and greenways in diverse urban areas and communities with limited resources and facilities;
 - d. Develops or improves access to National Park Service sites by enhancing connections to nearby communities;
 - e. Advances the protection and stewardship of large natural landscapes (parks, open spaces, and working lands) through partnerships;
 - f. Expands public access to water resources, such as creeks, rivers, lakes, bays, and the coast, and the development of water trails.

As envisioned in the Pinal County Open Space and Trails Master Plan, the planning and development of this proposed regional park is directly aligned with the National Park Service objective of "advancing the protection and stewardship of large natural landscapes (parks, open space and working lands) through partnerships". As outlined in item #3 below, we anticipate that this project will involve partnership and collaboration with other agencies, jurisdictions, non-profit groups and a variety of user groups.

Finding ways to deliver efficient and effective services given the financial realities of today is the "new normal" for jurisdictions across the U. S. Partnership opportunities at both the private and public level are a crucial part of the operational framework for the successful development of this proposed park. Pinal County intends to search for and take advantage of opportunities for partnership whenever possible for this park.

Applicant and Partner Roles: *(limit to 750 words)*

3.
 - a. Describe your role and the level of commitment/services your organization can provide to the project.
 - b. List the key partners involved with the project. Briefly summarize the existing or anticipated role and contribution of each partner.
 - c. Please include three support letters from listed partners other than the applicant or individual(s) of the applying organization that note their support and list their contribution(s) and anticipated project role and responsibilities.

As identified above, Pinal County has identified Regional Park #5, Peralta as one of the short term (2-5 year) implementation priorities of the OS&T plan. If successful with our RTCA application, the Open Space and Trails Department anticipates leading the master plan process in partnership with RTCA staff. Additionally, Pinal County has support staff in other departments which can assist in the master plan development process, including such areas mapping and document preparation.

Other key partners in this master plan process are envisioned as:

- **Bureau of Land Management (BLM)**-BLM is the underlying land owner for this parcel. This BLM parcel is identified as one which is eligible for disposal in the most recent BLM Resource Management Plan. Pinal County has begun discussions with BLM regarding the future use of this parcel as a County regional park and is currently preparing a Recreation and Public Purposes Act application which for this parcel. BLM will be an integral partner as we move through both the R&PP and master plan process.
- **Forest Service**-This proposed regional park is located just south of Forest Service lands, including one of the busiest trailheads in the U. S., the Peralta Trailhead. The potential for future connectivity from the proposed regional park trail system to the Forest Service trails system offers an excellent partnership opportunity. Additionally, additional recreations trails in this area may help to reduce user pressure from the existing Peralta Trailhead.
- **Arizona State Land Department**-The proposed regional park is surrounded by land owned by the Arizona State Land Department. Creating authorized uses within the proposed regional park may help to alleviate unauthorized uses currently existing on State Trust Lands.
- **Superstition Area Land Trust (SALT)**-SALT owns and manages property in proximity to the future regional park. Additionally, SALT and Pinal County have entered into a trail maintenance agreement for the Lost Goldmine Trail. It is anticipated that SALT will be involved in future trail development and maintenance for this proposed regional park.
- **City of Apache Junction**-This proposed regional park will be in close proximity to the City of Apache Junction, expanding recreational opportunities for those residents. Additionally, there may be opportunities for future connectivity of the proposed regional park with the City of Apache Junction trail network.

Public Support: *(limit to 500 words)*

4. Describe level of public support to date, and any plans for future public outreach and participation.
The Pinal County Open Space and Trails Plan and the Pinal County Comprehensive Plan included numerous public outreach efforts and public comment opportunities. Throughout these planning processes, the development of regional recreational and open space opportunities was important to Pinal County residents.

**The Pinal County Open Space and Trails Advisory Commission and the Pinal County Board of Supervisors have shown support for this application and the related BLM Recreation and Public Purposes Act application for the lease of this property during the following recent public meetings:
OS&T Commission meeting info here.
BOS meeting info here>**

How the National Park Service Could Help:

- 4.a. What are the biggest challenges and overall needs of the project? *(limit to 350 words)* ***When evaluating this project, there are several challenges we anticipate could be encountered during the process. Although these challenges are not unique to this project, they will need to be addressed. We anticipate the largest challenges to be: 1) Size of the parcel-this parcel is a relatively small parcel for a regional park setting. Given this small size it may be difficult to accommodate multiple uses, including some historical uses. 2) User groups-Given the location and size of the parcel, it may not be possible to accommodate the wishes of all recreational user groups. Additionally, because of the natural beauty of the parcel and the proximity to designated Wilderness areas there may be some who view keeping the parcel in its natural state as the best use of the land. 3) Multiple jurisdictions-This parcel is owned by the BLM and is in close proximity to Forest Service and Arizona State Trust Lands. Development of a plan that fits the needs of Pinal County residents and visitors, while being cognizant of the needs of the surrounding jurisdictions will be a challenge.***
- b. What type of assistance are you seeking from National Park Service staff? Please include a short description of the specific project need(s) for each of the boxes checked. *(limit to 150 words for each box)*

- Defining project vision and goals **Please see the attached scope of services**
- Identifying and analyzing issues and opportunities
- Assessing and engaging partners and stakeholders
- Inventory and mapping of community resources
- Priority setting and consensus building
- Identifying funding sources
- Organizational development
- Designing community outreach and participation strategies
- Planning (trail, park, open space, greenway, etc.)
- Other

Regional Park #5 Peralta

Scope of Work for RTCA Application

Project Goal: Master Plan document for Pinal Regional Park #5, Peralta

Work Task One: Scoping and Public Participation Plan

- Inventory of existing conditions
- Assessment of BLM restrictions
- Area recreational needs assessment
- Stakeholder identification and meetings
- Public meeting #1

Work Task Two: Data Inventory and Analysis

- Assist County in preparation of a base map
- Field visits
- Operation and maintenance needs and concerns
- Identify opportunities and constraints
- Identify hazards
- Public meeting #2

Work Task Three: Master Plan Development

- Prepare Conceptual Master Plans (3 alternatives)
- Prepare draft Master Plan report
- Public Meeting #3

Work Task Four: Preferred Master Plan

- Conduct analysis of alternatives
- Identify phasing and operational requirements
- Identify implementation strategy and timeframes

Dudleyville Park (9.94 acres)

Location: 4004 N Dudleyville Road (parcel # 300-26-070)
In the town of Dudleyville (85192)

Zoning: GR

Impact Fee Area(s): 4

Amenities:

Ramadas (2 each 20'x30', 3 ea 10'x20')

Picnic Tables (15 ea 8', 2 ea 15')

Youth baseball/softball field (lighted)

Basketball Court

Swing set

Playground structure

Dudleyville Multigenerational Center (2040 sq feet)

Restrooms (outdoor)

BBQ grills (4ea single metal and 2ea triple metal)



History:

- Property Owned by Ray School District
- County leased property from the Ray School District on February 1, 1996 for park purposes
- Lease is for 25 years (2021)
- County to operate park at its own costs

Summary:

- This was not identified as a future regional park site in the 2007 Open Space and Trails Master Plan
- County has a part time staff member to maintain this park and the 2 parks in Oracle.
- Park and multigenerational center reservations and fees have been handled by District One Supervisor office in Mammoth
- A BOS approved fee schedule for the park and multi-generational center was approved in December 2012
- Water well, pump etc located on southeast end of the park. This serves the park and multi-gen center as well as the Fire Station across the street. (address for the Water Tank is 4086 N Dudleyville Road)
- The park and multi-gen center occupy less than half of this property

When recorded return to:

Clerk of the Board
P.O. Box 827
Florence, AZ 85232

Exempt from Affidavit
Pursuant to A.R.S. § 42-1614(A)(1)

PARK LEASE

THIS PARK LEASE (hereinafter "Lease") is entered into as of February 1, 1996 by and between Ray Unified School District (hereinafter "District") and Pinal County (hereinafter "County").

PART I: RECITALS

1. District owns certain real estate situated in Pinal County, Arizona, described as follows and hereinafter referred to as the "Park":

THAT PORTION OF THE NORTH HALF OF THE EAST HALF OF THE
SOUTHWEST QUARTER LYING WEST OF THE SIXTY-FOOT RIGHT
OF WAY OF OLD STATE HIGHWAY NO. 77 IN SECTION 16,
TOWNSHIP 6 SOUTH, RANGE 16 EAST, G&SRB&M.

2. District is empowered under A.R.S. §§ 15-342(7) and 15-364 to lease the Park to County; and

3. County is empowered under A.R.S. § 11-932 to lease the Park from District.

PART II: LEASE TERMS

1. **Term.** The term of this Lease shall be for a period of twenty-five (25) years, commencing on February 1, 1996 (hereinafter "Date of Occupancy") and ending twenty-five (25) years from that date, but District may cancel the agreement at any time in the event that the Park is needed for school purposes.

2. **Consideration.** As consideration for leasing the Park from District, County agrees to construct improvements and maintain the Park at its own cost.

3. **Use and Occupancy.** County shall use and occupy the Park as Public Park. In no event shall the Park or any part thereof be used for any unlawful purpose or in any manner which may result in the cancellation of any insurance policy on the Park.

4. **Compliance With Law.** County shall not use the Park, or permit anything to be done in or about the Park, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

5. **Improvements, Alterations and Additions.** County shall not make or allow to be made any alterations, additions or improvements to or of the Park or any part thereof without first obtaining the written consent of District. Any alterations, additions or improvements to or of said Park shall at once become a part of the realty and belong to the District and shall be surrendered with the Park.

6. **Repairs.** County shall, at its sole cost and expense, keep the Park and every part thereof in good condition and repair.

7. **Liens.** County shall keep the Park and the property in which the Park are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of County.

8. **Assignment and Subletting.** County shall not either voluntarily, or by operation of law, assign transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein.

9. **Indemnification.** To the extent permitted by law, County shall indemnify, hold harmless and defend District against and from any and all claims or litigation arising from County's use of the Park or from the conduct of its business or from any activity, work or other things done, permitted or suffered by the County in or about the Park. County assumes all risk of damage to property or injury to persons in, upon or about the Park, from any condition existing on or about the Park, and County hereby waives all claims in respect thereof against District. County shall notify District in case of casualty or accidents in the Park within three (3) working days.

10. **Insurance.**

10.1 County shall at County's expense, obtain and keep in force during the term of this Lease General Liability Insurance coverage for no less than Two Million Dollars (\$2,000,000.00) per occurrence and combined single limit.

10.2 District warrants that it has now and will continue to maintain insurance for any claim arising out of District's use, occupancy and maintenance of the Park prior to the Date of Occupancy set forth herein.

10.3 The Parties agree that the insurance limits above do not constitute limits on the liability of either party.

11. **Utilities.** County shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Park, together with any taxes thereon from the Date of Occupancy.

12. **Quiet Possession.** Upon County observing and performing all of its covenants, conditions and provisions under this Lease, County shall have quiet possession of the Park for the entire term hereof, subject to all the provisions of this Lease.

13. **County's Default.** The failure by County to observe or perform any of its covenants, conditions or provisions of this lease where such failure shall continue for a period of thirty (30) days after written notice thereof by District to County shall constitute a default and breach of this lease by County. If the nature of County's default is such that more than thirty (30) days are reasonably required for its cure, then County shall not be deemed to be in default if County commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

14. **Remedies in Default.** In the event of default or breach by County, District may at any time at its sole discretion, without notice or demand, and without limiting District in the exercise of a right or remedy which District may have by reason of such default or breach terminate this Lease and terminate County's right to possession of the Park by any lawful means in which case County shall immediately surrender possession of the Park to District.

PART III: GENERAL PROVISIONS

1. **Cancellation.** This Lease is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

2. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

3. **Headings.** The headings for each paragraph of this Lease are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Lease, nor in any way affect this Lease.

4. **Integration.** This Lease contains the entire agreement between the parties, and no statement, promise or inducement made by either party to the agent of either party that is not contained in this written Lease shall be valid or binding.

5. **Modification.** This Lease may not be enlarged, modified or altered except in writing signed by the parties.

6. **Notices.** Any notice or demand under this Lease from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally

or deposited in a U.S. Mail box, in a postage prepaid envelope addressed to the other party to the addresses provided below.

District

Superintendent
Ray Unified School District #3
P.O. Box 427
Kearny, AZ 85237

County

County Manager
P.O. Box 827
Florence, AZ 85232

Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and changed address.

7. **Severability.** Any term or provision of this Lease found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder of this Lease. In lieu of such unenforceable provision there shall be added as a part of this Lease a provision that is legal, valid, and enforceable and is as similar in terms to such unenforceable provision as may be reasonably possible.

8. **Waiver.** Waiver of any of the terms of this Lease shall not be valid unless it is in writing and signed by all parties. The failure of claimant to enforce the provisions of this Lease or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Lease. Waiver of any default or breach of this Lease shall not be held to be a waiver of any other or subsequent default or breach of the Lease.

PART IV: EXECUTION

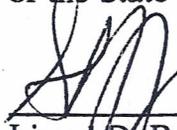
IN WITNESS WHEREOF the parties hereto have executed this Lease as of the date referred to above.

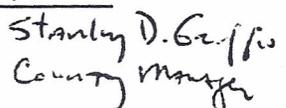
RAY UNIFIED SCHOOL DISTRICT #3,
a political subdivision of the State of
Arizona,



F. James Celis, President
Governing Board

PINAL COUNTY, a political subdivision
of the State of Arizona,



Lionel D. Ruiz, Chairman
Board of Supervisors
19 Dec 95

Stanley D. Griffis
County Manager

ATTEST:



Wayne Cude, Superintendent

Date: 1-9-96

APPROVED as to form and within the
scope of the authority of the Ray Unified
School District #3.

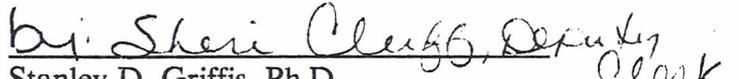
GILBERTO V. FIGUEROA
PINAL COUNTY ATTORNEY



Linda L. Harant
Deputy County Attorney

Date: 12/12/95

ATTEST:

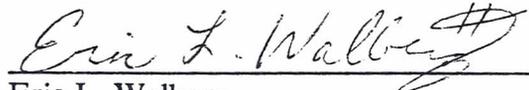


Stanley D. Griffis, Ph.D.,
County Manager/Clerk
Board of Supervisors

Date: 12/9/95

APPROVED as to form and within the
scope of the authority of Pinal County.

GILBERTO V. FIGUEROA
PINAL COUNTY ATTORNEY



Eric L. Walberg
Deputy County Attorney

Date: 12/12/95

Oracle County Park (4.92 acres)

Location: 333 E Nuestro Street (parcel # 308-10-033)
In the town of Oracle (85623)

Zoning: CR-2 (PZ-L-59)

Impact Fee Area: 5

Amenities:

Ramadas (one ea, 10'x20' and 20'x27')

Picnic Tables (18 8' foot tables)

Basketball Court

Restrooms, men's and ladies with a storage room

Playground structure

BBQ grilles (One Block 4 section grill, one metal double section grill, and 15 metal single grills)

Swing sets

Shuffleboard courts



History:

- Property Owned by Pinal County Superior Court
- Park constructed in 1968

Summary:

- This was not identified as a future regional park site in the 2007 Open Space and Trails Master Plan
- County has a part time staff member to maintain the two parks in Oracle and the park in Dudleyville.
- Restroom facility re-roofed in January 2014.
- Playground Equipment replaced Spring of 2014

Parcel Search*

 **Search Results (1 Entries)** open 

 **Parcel Details (308-10-0330)** open 

Previous year valuations are subject to change as prescribed in the Arizona Revised Statutes. All changes in value may not be reflected in this data. For updated/correct figures, please refer to the Treasurer's Office website.

 [Link to This Parcel](#)
 [Print View](#)

Parcel Number 308-10-0330 shows the following information for Tax Year: 2015 [Tax Year Chart](#)

| | | | |
|--|----------------------|---|----------------|
| Parcel Number: 308-10-0330 (Taxing Information) | | Primary Owner: PINAL COUNTY SUPERIOR COURT TRUSTEE | |
| Section: 36 | Township: 09S | Range: 15E | Name 2: |
| Atlas Number: 136-36 | | Map: View Parcel Map | In C/O: |
| Property Description: (What is this?) | | | |
| LOTS 50, 51, 52, & 53, STATE PLAT NO. 5, S+ OF SEC 36-9S-15E, 4.92 AC | | | |
| Tax Bill Mailing Address | | | |
| Address: | | PO BOX 827 | |
| City: | | FLORENCE | |
| State: | | AZ | |
| Zip Code: | | 85132 | |

| | |
|----------------------|-----------|
| Date of Sale: | |
| Sale Amount: | Not Given |
| Document(s): | |

| | | | | | |
|---|--|------------------------|--|---------------|------|
| Property Address (Location): | | | | | |
| 333 E NUESTRO ST ORACLE AZ 85623 | | | | | |
| VIEW MAP | | | | | |
| Property Address refers to a geographical location: it may not match the mailing address city or zip code | | | | | |
| Subdivision: | | ORACLE STATE PLAT NO 5 | | | |
| Unit: | | Block: | | Lot: | 50 |
| Cabinet: | | 0002 | | Slide: | 0014 |
| | | Phase: | | | |

| | | | |
|--------------------|------|------------------------|---|
| Imp: | 0.00 | Item: | |
| Const year: | 0 | Grnd Flr Perim: | 0 |
| Stories: | | Total Sq. Ft.: | 0 |

| | |
|-------------------------------|---|
| Parcel Size: | 4.92 |
| Size Indicator: | Acres |
| Tax Area Code: | 0201 (Rates current as of 2013) |
| Use Code: | 9650 |
| Land Legal Class: | 02RL - Vacant Land / Non-Profit Imp |
| Impr. Legal Class: | |
| Full Cash Value (FCV): | \$90,024.00 |
| Limited Value (LPV): | \$90,024.00 |
| Real Property Ratio: | |
| Assessed FCV: | Pending |
| Assessed LPV: | Pending |

| | |
|------------------------------------|-----------------------------|
| Attached Personal Property: | No Personal Property Listed |
|------------------------------------|-----------------------------|

*The data presented on this website is deemed reliable but not guaranteed. This information should be used for informational use only and does not constitute a legal document for the description of these properties. The Pinal County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data.

Oracle Liberty Park (1.91 acres)

Location: 1034 E Mt Lemmon Hwy (parcel # 308-03-127a)
In the town of Oracle

Zoning: GR

Impact Fee Area(s): 5

Amenities:

Cement slab

Restrooms (not operational)



History:

- County obtained property via a trade with Oracle School District June 1994 (2023-863)
- County leased property to Citizens for Positive Growth and Development March, 27th 2004 (Fee# 2002-016252) 25 year lease, \$1.00 per year
- Lease was terminated at the BOS meeting of September 19, 2012. (Resolution # 091912-GA02-13) The above named non-profit was no longer in existence.

Summary:

- This was not identified as a future regional park site in the 2007 Open Space and Trails Master Plan
- Park has a history of graffiti issues
- Park was the object of a “Silent Whistle” report in Dec 2009 due to unsafe wooden skate ramps etc.
- Dusk to Dawn lights re-installed and made operational Spring 2014

When recorded return to:
Clerk
Pinal County Board of Supervisors
P.O. Box 827
Florence, AZ 85232

RESOLUTION NO. _____

**A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
TERMINATING LEASE AGREEMENT (FEE #2002-016252) (CONTRACT
#GA0213),(LEASE) A LEASE AGREEMENT BETWEEN PINAL COUNTY (LESSOR)
AND CITIZENS FOR POSITIVE GROWTH AND DEVELOPMENT (LESSEE)**

WHEREAS, in accordance with paragraph 8 of the lease agreement, the lessee has failed to maintain the premises in adequate condition and repair; and

WHEREAS, in accordance with paragraph 9 of the lease agreement, the lessee has failed to remove trash, garbage or refuse from the premises;

WHEREAS, in accordance with paragraph 11 of the lease agreement, the lessee has failed to procure and maintain adequate insurance;

WHEREAS, attempts to contact lessee have been unsuccessful and lessee has apparently abandoned the leasehold;

WHEREAS, in accordance with paragraph 26 of the lease agreement, the lessor may terminate this lease agreement for default;

THEREFORE, IT IS HEREBY RESOLVED: that **Lease Agreement (Fee #2002-016252) (Contract #GA0213) a Lease Agreement between Pinal County (lessor) and Citizens for Positive Growth and Development (lessee) to lease property known as Liberty Park in honor of Elizabeth Lambert Wood for youth recreational activities.** as described herein, is terminated.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon approval by the Pinal County Board of Supervisors.

PASSED AND ADOPTED THIS _____ day of _____, _____, by the
PINAL COUNTY BOARD OF SUPERVISORS.

ATTEST:

Chairman of the Board

Clerk of the Board



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTTLE

DATE: 03/29/02 TIME: 1639
FEE : 0.00
PAGES: 8
FEE NO: 2002-016252

When recorded mail to:

Pinal County Board of Supervisors
P.O. Box 827
Florence, Arizona 85232

(The above space reserved for recording information)
CAPTION HEADING

Lease Agreement between Pinal County (lessor) and Citizens for
Positive Growth & Development (Lessee) to lease property known
as Liberty Park in honor of Elizabeth Lambert Wood for youth recreational activities.

LEASE AGREEMENT

This LEASE AGREEMENT, made and entered into this 27th day of March, 2002 by and between PINAL COUNTY, a political subdivision of the State of Arizona, ("Lessor") and the CITIZENS FOR POSITIVE GROWTH AND DEVELOPMENT, whose address is PO Box 1216, Oracle, Arizona 85623 ("Lessee").

RECITALS

WHEREAS, Lessor is authorized to enter into this LEASE AGREEMENT pursuant to the provisions of A.R.S. § 11-251 and A.R.S. § 11-256.01; and,

WHEREAS, Lessee is a non-profit organization and is therefore authorized to enter into a lease of property owned by lessor for an amount less than the fair rental value of the property pursuant to A.R.S. § 11-256.01; and,

WHEREAS, Lessor is the owner of the real property (the "Premises") legally described in Exhibit A attached hereto and incorporated herein; and,

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the Premises legally described in Exhibit A; and,

WHEREAS, Lessee intends to develop the Premises into a public park to be known as Liberty Park, dedicated to the youth of southeast Pinal County in honor of Elizabeth Lambert Wood, who originally donated the Premises to the Oracle, Arizona School District; and,

WHEREAS, the Lessee intends that Liberty Park (the Premises) be used by the youth of Oracle, Pinal County, Arizona for youth sports and youth recreational activities.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **DESCRIPTION OF LEASED PROPERTY:** Lessor leases to Lessee and Lessee leases from Lessor that certain property (the Premises) legally described in Exhibit A attached hereto.
2. **TERM:** This lease shall commence on 3/27/02 and continue thereafter for a period of twenty-five (25) years unless otherwise terminated in accordance with the terms of this LEASE AGREEMENT.
3. **RENEWAL OF LEASE AGREEMENT:** Upon termination of the initial twenty-five (25) year term of this LEASE AGREEMENT, the LEASE AGREEMENT shall be renewed automatically for subsequent ten-year terms, unless at least one hundred and eighty (180) days prior to the expiration date

of the initial term, or any subsequent renewal term, either party gives notice to the other party of its intention to cancel or re-negotiate the terms of this LEASE AGREEMENT.

4. **TERMINATION:** Lessee may terminate this LEASE AGREEMENT for any reason upon thirty (30) days written notice to Lessor and all liabilities and obligations of Lessee with respect to the Premises surrendered shall terminate on the date specified in the Notice, except as to obligations and liabilities existing or incurred prior to the effective date of termination, surrender, or the expiration of the term of this LEASE AGREEMENT.
5. **AMOUNT OF RENTAL:** Lessee agrees to pay Lessor, as rent for the Premises, the amount of One Dollar (\$1.00) per year, the entire amount (\$25.00) due and payable on or before the date this LEASE AGREEMENT goes into effect
6. **INDEPENDENT CONTRACTOR:** The relationship of the parties hereto is that of Lessor and Lessee, and in performing this Agreement, Lessee is an independent contractor and not an agent or employee of Lessor. Lessee agrees not to hold itself out to the public as an agent, subsidiary, partner, or employee of Lessor, and Lessee shall have no authority whatsoever to bind Lessor to any contract or agreement without Lessor's prior written consent.
7. **USE:** It is agreed by the parties that the Premises shall be used by Lessee for sports and recreational activities for the youth of Oracle, Pinal County, Arizona. If Lessee uses the Premises for any purpose other than youth sports and youth recreational activities, such other purpose shall only be permitted with Lessor's prior written consent. If Lessee requests that the Premises be used other than for beneficial activities for the youth of Oracle, such consent may be withheld by the Lessor for any reason whatsoever. It is understood that the Premises shall be used exclusively for the enjoyment and benefit of the youth of Oracle, Arizona and is intended to honor Elizabeth Lambert Wood.
8. **REPAIRS AND REPLACEMENTS:** Lessee shall accept the Premises in an "as is" condition. Lessee shall, at Lessee's sole cost and expense, keep and maintain the premises, and every part thereof, in adequate condition and repair. Lessee shall, upon the expiration or sooner termination of this Lease, surrender the Premises in as good a condition as existed at the commencement of this Lease, ordinary wear and tear excepted.
9. **SERVICES AND FACILITIES:** Lessee shall be solely responsible for the connection of and operating expenses for any and all services and facilities, including but not limited to telephone, gas, water, electricity, sewage and removal of trash, garbage or refuse from the Premises. Lessor shall not be

required to furnish any facilities or services of any kind to the Lessee during the term of this Lease.

10. **IMPROVEMENTS:** All improvements constructed and fixtures installed on the Premises by Lessee prior to or during the leased term shall be Lessee's property and shall not become part of the Premises, and may be removed by Lessee from the Premises at or before the end of the leased term if Lessee is not then in default under this Lease. Lessee shall, at its own cost and expense, clean up the Premises after removing all of its property.
11. **INSURANCE:** Prior to the effective date of this LEASE AGREEMENT, Lessee shall procure and maintain the following insurance from an insurer satisfactory to Lessor:

General Liability Insurance, including provisions insuring against contracted liability, bodily injury, and property damage in the minimum amount of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) General Aggregate Limit.

Lessee shall require insurance coverage, in the same amounts set forth above, from each and every organization using the Premises for any purpose.

The insurance coverage required by this LEASE AGREEMENT shall name Lessor, its agents, representatives, directors, officials, employees, and officers as Additional Insureds, and each policy shall specify that said insurance shall be primary insurance and that any insurance coverage carried by Lessor, its agents, representatives, directors, officials, employees, and officers shall be excess coverage to that provided by Lessee. The insurance policy or policies required by this LEASE AGREEMENT shall not be cancelled without thirty (30) days prior notice to Lessor.

In the event any insurance policy required by this LEASE AGREEMENT is written on a claims-made basis, coverage shall extend for two (2) years past the termination of this LEASE AGREEMENT.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, Lessee shall indemnify, defend, save, and hold harmless Lessor, its agents, representatives, officers, directors, officials, and employees from any and all liability, demands, proceedings, suits, actions, claims, losses, costs, and damages of every kind and description, arising out of, resulting from, or alleged to have resulted from this LEASE AGREEMENT or the use or enjoyment of the Premises whether authorized or unauthorized by Lessee. Lessee's duty to indemnify, defend, save and hold harmless Lessor, its agents, representatives, officers, directors, officials, and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims,

unemployment claims, or employees' liability claims, damages, losses or expenses (including but not limited to attorneys' fees, court costs, and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including loss of use resulting therefrom caused by or contributed to, in whole or in part, by any omission, fault, mistake or negligent act, whether active or passive, of Lessee, its employees, agents, or anyone for whose acts Lessee may be liable. The type and amount of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Lessee's obligation under this indemnity shall not extend to the sole negligence of Lessor, its agents, representatives, officers, directors, officials, and employees. Indemnification to the extent set forth in this paragraph shall be required by Lessee from its subcontractors, sublessees, and assignees on behalf of Lessor.

13. **SURVIVABILITY:** Every provision of paragraph 11 (Insurance) and paragraph 12 (Indemnification) shall survive the termination or cancellation of this LEASE AGREEMENT.
14. **WAIVER:** The insurance policies required by this LEASE AGREEMENT shall contain a waiver of rights of recovery (subrogation) against Lessor, its agents, representatives, directors, officers, and directors for any claims against Lessee arising out of this LEASE AGREEMENT.
15. **INSPECTION AND ACCESS:** Lessor, its agents, attorneys or employees, shall have the right of access to the Premises at all reasonable times for the purposes of inspection or for other reasonable and proper purposes related to Lessor's interest in the Premises; provided, however, that such inspections do not unreasonably interfere with or disrupt Lessee's use of the Premises. Said access does not allow a "through-the-fence" operation by Lessor. "Through-the-fence" operation is defined as access from adjacent properties.
16. **EMINENT DOMAIN:** If the whole of the Premises shall be taken by right of eminent domain by any municipality, public authority or other body having the right of condemnation, this Lease shall be canceled and terminated on the date of vesting of title pursuant to such proceedings, and condemnation proceeds for the real property shall be paid to Lessor and the condemnation proceeds for the improvements of the Premises shall be paid to Lessee. Any and all rents and other obligations of Lessee hereunder shall be adjusted to such date of termination. If a substantial part of the Premises shall be taken back by right of eminent domain so that the remainder of the Premises cannot be reasonably used for the same purpose as before said condemnation or taking, and said condemnation or such taking will prevent the use of the remaining portion of the Premises for the purposes contemplated by the Lease, or in the event of a restriction of any kind or nature which would prevent or substantially interfere with Lessee's use of the Premises, the parties hereto

shall have the option of terminating this Lease. Said termination shall be effected by notice in writing to the other party within thirty (30) days of the date of such taking or restriction. In the event of such termination, condemnation proceeds or the like for the real property shall be paid to Lessor, and the condemnation proceeds for the improvements on the Premises shall be paid to Lessee, and any and all rents and other obligations of Lessee hereunder shall be adjusted to such date of termination. If neither party exercises its option to terminate this Lease as provided herein, then rents reserved in this Lease shall be abated on a fair and just basis and all condemnation proceeds and the like received shall be used to make such repairs and restorations as may be necessary to fully restore the remaining portion of the Premises, provided that neither party hereto shall be obligated to expend more than the net award received for the Premises.

17. **DISCLAIMER:** Lessee acknowledges that neither Lessor nor its agents have made any representations or promises with respect to the Premises, except as expressly set forth in this Lease, and no rights, easements or licenses are acquired by Lessee by implication or otherwise, except as expressly set forth herein. Lessee acknowledges that this Agreement shall not be modified or amended in any way except by a writing executed subsequent to or contemporaneously with this document by both parties which is specifically identified as an amendment or addendum to this Agreement
18. **GOVERNING LAW:** This LEASE AGREEMENT and the performance thereof shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any dispute arising out of this LEASE AGREEMENT shall be in the Superior Court of Arizona, in and for Pinal County, or the Federal District Court of the State of Arizona.
19. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall at any time or to any extent be declared or otherwise become invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
20. **CONFLICT OF INTEREST:** Lessor may cancel this LEASE AGREEMENT without penalty or further obligation for conflict of interest as provided by A.R.S. § 38-511.
21. **NOTICE:** All notices given hereunder shall be by United States mail, postage prepaid, addressed as follows:

TO LESSOR:
Pinal County
County Manager
PO Box 827
Florence AZ 85232

TO LESSEE:
Citizens for Positive
Growth and Development
PO Box 1216
Oracle AZ 85623

22. **ATTORNEY'S FEES:** The prevailing party to any dispute under this Lease, including arbitration, shall be entitled to recover its reasonable attorney's fees and costs from the other party, including arbitration.
23. **PRIOR AGREEMENTS:** This LEASE AGREEMENT contains all of the agreements of the parties hereto with respect to the matters covered or mentioned in this Lease and supersedes any prior lease, consent, contract, amendment, agreement or understanding between Lessor and Lessee.
24. **WAIVER:** If the Lessee should default as to any of the conditions, covenants or agreements herein contained and the Lessor, having knowledge of such breach, fails to serve notice of default upon Lessee for the same, such failure on its part shall not be construed as a waiver of such conditions, covenants or agreements as to future violation and the right of termination shall remain in full force and effect unless expressly waived in writing.
25. **INTERPRETATION:** Paragraph headings are for convenience only and are in no way to be construed as part of this LEASE AGREEMENT or as a limitation of the scope of the particular section to which they may refer.
26. **DEFAULT:** Lessor may terminate this LEASE AGREEMENT for default. However, Lessee shall not be in default unless Lessor fails to perform obligations required of Lessee within a reasonable time; but in no event later than thirty (30) days after written notice by Lessor to Lessee, specifying wherein Lessee has failed to perform such obligation. Provided, however, that the nature of Lessee's obligation is such that more than thirty (30) days are required for performance, then Lessee shall not be in default if Lessee commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.
27. **ESTOPPEL CERTIFICATES:** Either party shall, without charge, at any time and from time to time, within ten (10) days after written request of the other, certify by written instrument to any person specified in such request: (a) as to whether this LEASE AGREEMENT has been supplemented or amended, and if so, the substance and manner of such supplements or amendment; (b) as to the validity and force and effect of this Lease in accordance with its tenor as

then constituted; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; and (e) as to any other matters as may be reasonably requested. Any such certificate may be relied upon by the party requesting it and by any other person to whom the same may be exhibited.

28. MEMORANDUM OF LEASE: It is agreed between the parties hereto that each may execute any memorandum of lease for the purpose of recording so long as the terms are not in conflict herewith.

IN WITNESS WHEREOF, the parties have duly executed this LEASE AGREEMENT the day and year first above-written.

CITIZENS FOR POSITIVE GROWTH AND DEVELOPMENT,

By Elaine Helzer
Co-Director
Title

PINAL COUNTY, a political subdivision of the State of Arizona,

By Jimmie B. ...
Chairman, Board of Supervisors

ATTEST:

Sherry ...
Deputy Clerk of the Board

Approved as to form:

ROBERT CARTER OLSON
Pinal County Attorney

By Glenn C. Johnson
Deputy County Attorney

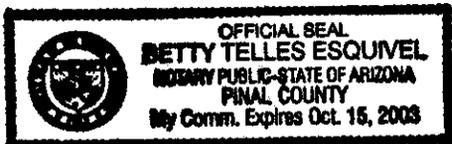
State of Arizona)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me, a Notary Public, this

13 day of February, 2002 by Elaine Helzer

Betty Telles Esquivel
Notary Public

My Commission Expires: 10/15/03





July 11, 2012

Elaine Helzer, Co-Director
Citizens for Positive Growth and Development
PO Box 1216
Oracle, Arizona 85623

Dear Ms. Helzer:

In a recent review of our file for Liberty Park in Oracle, it was noticed that we did not have an up-to-date insurance certificate on file. Please forward a copy of an up-to-date insurance certificate to the address below as soon as possible.

Thank you in advance for your assistance. If you have any questions please don't hesitate to contact me at 520-866-6910.

Sincerely;

Kent A. Taylor
Pinal County
PO Box 2973
Florence, AZ 85132
kent.taylor@pinalcountyz.gov

ANK



P I N A L • C O U N T Y
wide open opportunity

Planning & Development
31 North Pinal Street, Building F
PO Box 2973, Florence, AZ 85132

Citizens for Positive Growth and Development
Elain Helzer, Co-Director
PO Box 1216
Oracle, Arizona

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
PRIMEV BOWES
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MAILED FROM ZIP CODE 85132
\$00.424
JUL 11 2012

NIXIE 850 DE 1 00 07/14/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD *1879-00055-14-30
RC: 85132305673



85132@3056

XXXXXXXXXX



August 1, 2012

Elaine Helzer, Co-Director
Citizens for Positive Growth and Development
PO Box 1216
Oracle, Arizona 85623

Dear Ms. Helzer:

In a recent review of our file for Liberty Park in Oracle, it was noticed that there is not a current insurance certificate on file. Please be advised that if you have not forwarded a current insurance certificate by Friday August 31st, 2012, it is our intention to proceed to the Pinal County Board of Supervisors with a recommendation to terminate this lease.

Thank you in advance for your assistance. If you have any questions please don't hesitate to contact me at 520-866-6910.

Sincerely;

Kent A. Taylor
Pinal County
PO Box 2973
Florence, AZ 85132
kent.taylor@pinalcountyz.gov

Pinal County
PO Box 2973
Florence, AZ 85132
Attn: Kent Taylor

CERTIFIED MAIL™



7009 2250 0004 2924 0930

AKK

UNITED STATES POSTAGE
FIRST CLASS
\$ 05.75
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MAILED FROM ZIP CODE 85132



84-12

1st NOTICE
2nd NOTICE
RETURNED

AUG 16 2012
FLORENCE, AZ
AUG 21 2012
AUG 26 2012

Elaine Helzer, Co-Director
Citizens for Positive Growth and Development
PO Box 1216
Oracle, Arizona

NIXIE 850 DE 1 SENDER
RETURN TO SENDER
NO SUE TO SUFF
UNABLE TO FORWARD
CC: 85132305673 *1214-04732-02-46

8502581216854





Date: September 5, 2012
To: Board of Supervisors

Cc: From: **Kent Taylor, Managing for Results Administrator**
RE: Oracle Liberty Park Lease (Fee # 2002-016252) (Contract #GA0213)

Following are the attempts made by staff to contact the "Citizens for Positive Growth and Development" concerning the above referenced lease.

- 1) A request for an updated insurance certificate was sent to the Citizens for Positive Growth and Development, at the address listed on the lease, on July 11th, 2012. The letter was returned July 14, 2012 from the Post Office as "Attempted-Not Known, Unable to Forward". (copy attached)
- 2) I was able to obtain a contact phone number for Ms. Elaine Helzer (listed as Co-Director on the lease document). I contacted her on July 17th, 2012. During this conversation, she indicated that the "Citizens for Positive Growth and Development" no longer existed.
- 3) A 30 day notification was sent via certified mail on August 2, 2012. This letter was returned August 23, 2012, "Attempted-Not Known, Unable to Forward". (copy attached)



Oracle kids' lot becomes focus of developer battle

By AUBIN TYLER Valley Life Editor, Casa Grande Dispatch

February 28, 2002

ORACLE - A neglected swath of dry, pale straw and dirt, once a playing field for the children of Oracle, lies bare except for a dirty orange sign, "County Property Keep Out." The 3-acre parcel is at the unlikely center of a drama of broken promises and fears that developer-driven "progress" might destroy the beauty and rural character of this mountain town.

The property, known as Wood Field, was given to the children of Oracle on Armistice Day (Nov. 11), in 1928 by Elizabeth Lambert Wood. Wood, a philanthropist whose 1956 book "Arizona Hoof Trails" tells the history of Oracle, arrived here in 1902 with her physician husband in hopes that the high desert air and sunshine might cure his lung ailment.

"She saw the land and thought it would be a wonderful playground for the children, since it was close to the school," said local resident Jane Woodruff, whose home abuts the property at Mount Lemmon Highway and John Adams Road. "She bought it and gave it as a gift. But because Oracle was unincorporated, the title went to the school."

As a girl in Oracle in the late 1950s, Woodruff grew up playing in Wood Field. "It had playground equipment, a basketball court, a softball field," said Woodruff. "I fell in a love with a boy who caught the fly ball that won the tournament against Mammoth. I was 12."

Mrs. Wood died in 1962, the same year that Woodruff left the area for a time.

When Woodruff returned in 1973, the park had been closed off and was being used as a bus yard for the school. She asked then-school district Superintendent Jack Harmon what had happened to the park.

"He said the park hadn't been maintained and was a hazard," she said.

Woodruff later went to Florence to visit with then-Pinal County Supervisor Bill Mathieson and talked with him about restoring the Oracle property as a children's park. Mathieson was sympathetic, but nothing came of it.

In 1990, Woodruff wrote to Mathieson's successor, Supervisor Lionel Ruiz, requesting that the county return the property to the community of Oracle. This time she had collected close to 500 signatures on a supporting petition and forwarded copies to Ruiz.

Meanwhile, the school district had entered into negotiations with the county to trade the bus yard for county property closer to the site of the new middle school.

The land swap was finalized in 1994. The buses left in 1996.

By then, Woodruff had interested a few of her neighbors in the Wood Field project and another Oracle resident, Scott McMullen, wrote a letter to Ruiz requesting that the park be restored in honor of Mrs. Wood. He received a reply from Ruiz, stating that if a local non-profit organization wanted to take responsibility for the park, the county "would be more than willing to initiate a transfer of ownership."

Another few years went by. Woodruff finally approached the Oracle Historical Society (OHS), asking the society to take on the project. OHS seemed to be a logical choice, since it had maintained its nonprofit, 501(c)(3) status in the community for 25 years and was already caretaker of two area historic sites, the Acadia and American Flag ranch properties.

In January 2000, then OHS Vice President Dave Dobler began negotiations with the county through Ruiz to lease the Wood Field property for 25 years for \$1 a year. That process took two years to complete.

"OHS was compliant with everything the county requested," said the society's administrative coordinator, Cinnamon Schiek. "We had an appraisal done. We also had to get liability insurance coverage - those were biggies." Starting in September of 2000, negotiations with the county were handled through Deputy County Attorney Glenn Johnson.

"We got the final lease back from Johnson last November and the board approved it in December," said attorney and OHS board member Betty Harmon, who took over OHS lease negotiations with the county after Dobler stepped down from the board at the end of his term in November.

OHS sent the signed lease and \$25 lease fee to Johnson on Dec. 18, 2001. Concurrently, Pinal County published its Legal Notice of Intent to Enter into Lease with OHS for four consecutive weeks in the Casa Grande Dispatch. All that remained was for the Board of Supervisors to approve the lease agreement at its Jan. 16, 2002 meeting.

But the item was pulled from the agenda.

Two days later, OHS received a letter from Supervisor Ruiz, stating: "Your interest in the property resurfaced with the receipt of your signed lease, after many months of waiting. We assumed your organization was no longer interested in acquiring the property ... after some time passed with no correspondence or show of interest from your organization I had no choice but to continue the process with (another) organization..."

Woodruff was devastated. "After 28 years of effort to get the park back, to have it snatched away at five minutes to midnight - I just couldn't believe it!"

Betty Harmon immediately called Johnson for an explanation.

"He sounded shocked," Harmon said. "He said he'd only been informed of the switch the day before."

Harmon and OHS President Andy Rush pressed Ruiz for a meeting. "We were blindsided," said Rush. "We didn't see it coming." Ruiz agreed to a meeting, but stood fast on his intention to give the lease to the other group.

"I have no way of knowing whether it was cynical or whether he simply forgot," said Rush. "Or whether he's so disturbed by the politics of the moment that he decided to give it to this other organization."

The organization slated to receive the Wood Field lease is the newly formed Citizens for Positive Growth and Development (CPGD) - a group founded by Oracle piano teacher Elaine Helzer and funded by two developers that want to build large projects in Ruiz's district: Robson Communities Inc. and Anam Inc. CPGD was incorporated on July 3, 2001.

The Arizona Daily Star reported on July 6, 2001 that CPGD "received slightly less than \$7,000 from two developers - the Remington Group, which wants to build Willow Springs, and Robson Communities, developer of SaddleBrooke Ranch. Another \$7,000 in office equipment was donated by a member, retiree Bessie Jennings."

The Remington Group was hired to promote the Anam project known as Willow Springs South Village, which "would carve out 8,516 homes and a golf course ... as the first phase of an environmentally friendly 20,000-acre 'self-sustaining' community that could draw 80,000 people to the high desert..." - according to The Arizona Republic, Aug. 8, 2001. In effect, it would create a city three times the size of Casa Grande, 12 miles northwest of Oracle.

A few short weeks after founding CPGD, Helzer joined Anam Inc. as a plaintiff in a lawsuit against Pinal County alleging that the county mistakenly accepted petitions from an Oracle citizens group. The group, Pinal Citizens for Sustainable Communities, seeks to reverse a rezoning decision by the county's Board of Supervisors favoring Anam and instead put the issue to a public vote on the November 2002 ballot. It has already succeeded in forcing a referendum vote on the same ballot regarding Robson Communities' SaddleBrooke Ranch, a 6,000-home development northwest of Oracle Junction.

Earlier, Robson Communities sent a mailer to Oracle residents promising "\$5.5 million to Oracle and Pinal County kids" if its zoning would not be subject to a referendum.

The flier specifically stated: "...working with Supervisor Ruiz, Saddlebrooke Ranch will contribute \$1,000 per home sold to a special Pinal Youth Fund, provided we do not face a referendum on our zoning. The money will be spent at the direction of the Supervisors subject to the sole stipulation that it be used to provide recreational amenities for area kids. The fund can facilitate construction of community parks, pools, ball fields and other after-school resources. Saddlebrooke Ranch will advance fund a community pool and ball field in Oracle right away, if there is no referendum on the zoning."

A call to Robson Communities to inquire whether Robson would have a role in the development of Wood Field by CPGD was not returned.

Alex Argueta, president of the Remington Group, told the Dispatch that his organization had no plans regarding Wood Field and

"had nothing to do with it."

If CPGD - with or without Robson or Anam - has plans for a community pool, it might find Wood Field a disappointment. "It's in a major flood plain," said Woodruff. "A 100-year flood in 1996 dug a two-foot trench in my front yard and took the fence down all the way across the property - just wadded it up."

Helzer declined to be interviewed, as did CPGD co-founder Sue Parra.

Ruiz did agree to an interview. He told the Dispatch that he was "approached by CPGD" in April or May of last year.

"They wanted the property. And I told them that at this time, it was already promised to the Oracle Historical Society." Ruiz said he checked with his staff and was informed that the county had sent a draft lease to the historical society for review in April.

"I figured, well, they're sitting on it, maybe they don't want it anymore ... all they had to do was sign it and send it back," said Ruiz. "So I went ahead and called them (CPGD) up the next day ... (and said) you can have it, but this is what it's going to take."

Ruiz said he instructed CPGD that it needed to obtain 501(c)(3) status, which it did with rapid speed, just one month after incorporating.

At about the same time, Supervisor Ruiz took the unusual step of placing a large advertisement in the San Manuel Miner promoting the Anam project.

"In September," Ruiz said, "the historical society still hadn't returned the signed lease, so I told Stan (Griffis, the Pinal County manager), I said 'Stan, you know, I'm changing directions on this.'"

Somehow, "the county attorney never got a hold of it," said Ruiz, and the county continued to press forward with the OHS lease agreement.

As the county's legal representation, Deputy County Attorney Johnson declined to be interviewed.

OHS President Rush said the historical society would not pursue the lease agreement further, commenting: "I would guess that Helzer's group has assurances of some community gifts. God knows Oracle needs things for youth."

Randolph Park

Location: (parcel # 401-31-004,005,006)
In the town of Randolph

Zoning: GR

Impact Fee Area: 3

Amenities: (Amenities in very poor condition)
Basketball Court



History:

- Property purchased by Pinal County, Dec, 14, 1994 (\$10) from Proler International. Proler International had purchased the property from Mr. Moore the previous year for \$10
- Sale included park amenities
- Sale included a 50' ROW for 5th Street in Randolph
-

Summary:

- This was not identified as a future regional park site in the 2007 Open Space and Trails Master Plan
- Park is in very poor condition
- Park has been seldom maintained since constructed
- Unsafe playground and park amenities were removed in September 2012

1952-253

Recording Requested By:
FIRST AMERICAN TITLE

When Recorded Mail To:

Proler International Corp.
P.O. Box 1237
Coolidge, Az 85228

OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
KATHLEEN C. FELIX

DATE: 21OCT93 TIME: 1500
FEE: \$8.00 \$4.00 \$0.00
PAGES: 002
DOCKET: 1952 PAGE: 253
INSTRUMENT # 075548

WARRANTY DEED

Escrow No. 241-016-0074965

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

MELVIN MOORE, husband of Mary Moore, as his sole and separate property the GRANTOR
do hereby convey to

PROLER INTERNATIONAL CORP., a Delaware corporation the GRANTEE

the following described real property situate in Pinal County, Arizona:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the matters above set forth.

DATED: October 8, 1993

Melvin Moore
Melvin Moore

STATE OF ARIZONA)
County of Pinal) ss.

This instrument was acknowledged and executed before me this 11th day of October 19 93 by MELVIN MOORE

My Commission Expires: 1/14/96

OFFICIAL SEAL
KATHLEEN C. FELIX
NOTARY PUBLIC - STATE OF ARIZONA
PINAL COUNTY
My Comm. Expires Jan. 14, 1996

Cynthia K. Feller
Notary Public

STATE OF ARIZONA)
County of Pinal) ss.

This instrument was acknowledged and executed before me this ___ day of ___ 19 ___ by ___

My Commission Expires:

Notary Public

1952-254

EXHIBIT 'A'

PARCEL 1:

Lots 3 through 11, inclusive, Block 76, of RANDOLPH, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 2 of Maps, Page 5.

PARCEL 1:

The West 50 feet of HUGHES STREET (FIFTH AVENUE) lying East of and Adjacent to the East line of Lots 3 through 11, inclusive, Block 76, of RANDOLPH, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 2 of Maps, Page 5, as abandoned by the Pinal County Board of Supervisors in instrument recorded January 10, 1956 in Docket 142, Page 302.

② 10/1

FIRST AMERICAN TITLE
80281

2065-368

When recorded mail to:

Eric L. Walberg
Deputy County Attorney
P.O. Box 887
Florence, Arizona 85232

Exempt from Affidavit
Pursuant to A.R.S. § 42-1614(A)(3)

OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
KATHLEEN C. FELIX

DATE: 20DEC94 TIME: 1530
 FEE: \$6.00 \$4.00 \$.00
 PAGES: 002
 DOCKET: 2065 PAGE: 368
 INSTRUMENT # 140380

WARRANTY DEED

For the consideration of Ten Dollars (\$10.00), and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, PROLER INTERNATIONAL CORP., a Delaware corporation, hereafter called the Grantor, whether one or more than one, hereby conveys to PINAL COUNTY, a political subdivision of the State of Arizona, hereafter called the Grantee, that real property located in Pinal County, Arizona and legally described on Exhibit A attached hereto and incorporated herein by reference, together with all interests, privileges and easements appurtenant thereto and any and all improvements located thereon (the "Property").

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

Dated this 14th day of December, 1994.

By Ian Linton
Ian Linton, Its Vice-President

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

*Deed
transferring
ownership
to Pinal Co*

This instrument was acknowledged before me this 14th day of December, 1994, by Ian Linton, the Vice-President of PROLER INTERNATIONAL CORP., a Delaware corporation on behalf of said corporation,

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Delilah M. Femiari
Notary Public

My commission expires:
September 4, 1998

OFFICIAL SEAL
DELILAH M. FEMIARI
Notary Public - State of Arizona
PINAL COUNTY
My Commission Expires Sept. 4, 1998

2065-369

EXHIBIT A

NO. 80281

PARCEL 1:

Lots 3 through 11, inclusive, Block 76, of RANDOLPH, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 2 of Maps, Page 5.

PARCEL 2:

The West 50 feet of Hughes Street (Fifth Avenue) lying East of and adjacent to the East line of Lot 3 through 11, inclusive, Block 76, of RANDOLPH, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 2 of Maps, Page 5 as abandoned by the Pinal County Board of Supervisors in instrument recorded January 10, 1956 in Docket 142, Page 302.

West Pinal Park (160 acres)

Location: 50801 W Hwy 84 (parcel # 500-01-00106)
Approximately 8 miles west of Stanfield

Impact Fee Area: 2

Amenities: (as of 2013)

18 Ramadas

4 10x20 slabs with no Ramada

41 Picnic Tables

4 benches

6 large BBQ grills (at the ramadas)

Information and self pay kiosk

History:

- Patented Deed from BLM, February 5th, 1970 (patent # 02-70-0060)

Summary:

- This was not identified as a future regional park site in the 2007 Open Space and Trails Master Plan
- All picnic tables are in poor condition
- Fee schedule and camping regulations approved by the BOS in September 2013.
- Ongoing issues with park trash receptacle(s) being used for neighborhood trash.
- MOU with Juvenile Court Services department which is “adopting” this park.
- Internal natural surface walking trail completed in Feb 2014.



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LAND MANAGEMENT

DEPARTMENT OF
PARKS AND RECREATION



1969 MAY 23 PM 12 25 2

PINAL COUNTY
BOX D

3876

CHARLES A. GUINN
DIRECTOR

LAND OFFICE
PHOENIX, ARIZONA

FLORENCE, ARIZONA 85232

CHARLES B. MINTER
ENGINEERING OFFICER

Exhibit 4. Description of proposed improvements and estimated cost of development for land encompassed by the Western Pinal Complex:

| | |
|---|-----------------|
| 1. Western Pinal Complex (See Site Plan) NW $\frac{1}{4}$ of Section 12, T7S, R2E, G&SRB&M | \$ 325.00 |
| 25 Picnic units @ 54.00 (10 X 20) | 1,350.00 |
| 1 Picnic unit @ 324.00 (20 X 60) | 324.00 |
| 31 Cooking units @ 35.00 | 1,085.00 |
| 25 Ramadas (10 X 20) @ 500.00 | 12,500.00 |
| 1 Ramada (20 X 60) @ 1,200.00 | 1,200.00 |
| 33 Tables @ 100.00 | 3,300.00 |
| 5 Gravel Parking Areas | |
| 1 1/2 Miles of 50 ft. Gravel Surface Roadway | 15,000.00 |
| Survey, Planning and Engineering | <u>8,000.00</u> |
| | \$43,084.00 |

In addition to above cost, the County will provide maintenance and custodial services.

Parking areas are located so that future expansion can be made as needed.

Comfort Stations will be located throughout park area as needed.

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LAND MANAGEMENT

DEPARTMENT OF
PARKS AND RECREATION



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PINAL COUNTY

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3873

HARLES A. GUINN
DIRECTOR

LAND OFFICE
PHOENIX, ARIZONA

BOX D
FLORENCE, ARIZONA 85232

CHARLES B. MINTER
ENGINEERING OFFICER

Exhibit 5. Timetable for development of Western Pinal Complex:

First Year

| | |
|---|-----------------|
| 1. Total land acquisition | \$ 325.00 |
| 2. Survey of property, roadways and parking areas. | 3,000.00 |
| 3. Construction of 1 1/2 miles of 50 ft. roadway and parking areas. | 15,000.00 |
| 4. Construction of group picnic ramada (20X60) | 1,524.00 |
| 8 Tables @ 100.00 | 800.00 |
| 6 Cooking units @ 35.00 | 210.00 |
| 5. Planning and engineering | <u>5,000.00</u> |
| | \$25,859.00 |

Second Year

| | |
|---|--------------------|
| 1. Construction of 5 individual picnic units with cooking unit, table and ramada @ 689.00 | |
| Part A. | \$ 3,445.00 |
| 2. Construction of 5 individual picnic units with cooking unit, table and ramada @ 689.00 | |
| Part B. | <u>\$ 3,445.00</u> |
| | \$ 6,890.00 |

A 3876

Third Year Part C

1. Construction of 5 individual picnic units
with cooking unit, table and ramada @ 689.00
\$ 3,445.00
\$ 3,445.00

Fourth Year Part D

1. Construction of 5 individual picnic units
with cooking unit, table, and ramada @ 689.00
\$ 3,445.00
\$ 3,445.00

Fifth Year Part E

1. Construction of 5 individual picnic units
with cooking unit, table, and ramada @ 689.00
\$ 3,445.00
\$ 3,445.00
- TOTAL \$43,084.00

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LAND OFFICE
PHOENIX, ARIZONA

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LAND MANAGEMENT

DEPARTMENT OF
PARKS AND RECREATION



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PINAL COUNTY
BOX D

CHARLES A. GUINN
DIRECTOR

LAND OFFICE
PHOENIX, ARIZONA

FLORENCE, ARIZONA 85232

CHARLES B. MINTEF
ENGINEERING OFFICER

A

3876

Exhibit 6. Plan of Management:

In consideration of the nominal price of \$2.50 per acre, the Pinal County Board of Supervisors agrees to the following commitments, which commitments will be incorporated by reference in the patent conveying the subject land:

1. To maintain the lands open to use by the Public for recreational purposes without discrimination or favor, and submits herewith the required Civil Rights Act Stipulation, properly signed and dated. (Attached)
2. Pinal County Board of Supervisors does not intend to establish any charge for the use of the facilities at this time, however if a fee should be required at later date, the Board of Supervisors agree to make no more than a reasonable charge for the use of facilities on land (whether by concession or otherwise) and to charge no more for entrance to and use of the area than is charged at other comparable installations managed by the State or local agencies. The Board of Supervisors will submit to the Bureau of Land Management its schedule of charges.

All charges shall be subject to review for conformance with this requirements and appropriate modification by the Secretary of the Interior or his delegate after reasonable notice and opportunity for hearing.

3. To develop and manage the land in accordance with approval program of utilization, submitted as an appendix to this application.
4. To secure the approval of the Secretary of the Interior or his delegate of all plans of construction prior to commencing actual construction.

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LAND MANAGEMENT

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LAND OFFICE
PHOENIX, ARIZONA

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5. To maintain subject land and facilities in a satisfactory condition.
6. To maintain the desert vegetation and trees in the subject area in its natural condition to enhance the value of the park; and to allow the Bureau of Land Management to remove, in a manner consistent with the recreational objectives of the area, such trees and vegetation as may be necessary either to permit construction of facilities, or for protection of the public or because the trees or vegetation are dead or dying; and to retain the revenues from sale of such trees or vegetation.
7. The subject area will come under the jurisdiction of Pinal County Sheriff for police protection. A Park maintenance yard will be established on the site for custodial and maintenance purposes.
8. The proposed park will be financed by the Board of Supervisors establishing a budget for the Pinal County Parks and Recreation Department. This budget is derived from County tax rate. Each budget will set aside monies to be used within this park site as proposed in Exhibit 4 - Proposed Improvements and Estimated Cost of Development.

A 3876

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS

Pinal County Board of Supervisors

is entitled to a Land Patent pursuant to the Recreation and Public Purposes Act of June 14, 1926 (44 Stat. 741), as amended, by the Act of June 4, 1954 (68 Stat. 173, 43 U.S.C. 869), as amended, for the following land:

**Gila and Salt River Meridian, Arizona.
T. 7 S., R. 2 E.,
Sec. 12, NW $\frac{1}{4}$;**

Containing 160.00 acres;

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the above named claimant the land above described, for recreational purposes only; **TO HAVE AND TO HOLD** the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, therunto belonging, unto the said claimant, its successors and assigns, forever;

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945;
2. A right-of-way for a Federal Aid Highway granted to the Arizona Highway Department with control of access and drainage easements as to the SE $\frac{1}{4}$ NW $\frac{1}{4}$, said sec., Act of August 27, 1958, as amended, 23 U.S.C. 317;
3. A right-of-way for a Federal Aid Highway granted to the Arizona Highway Department with control of access and drainage easements as to the NW $\frac{1}{4}$, said sec., Act of August 27, 1958, as amended, 23 U.S.C. 317;
4. A Federal Aid Drainage easement granted to the Arizona Highway Department as to the NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, said sec. Act of August 27, 1958, as amended, 23 U.S.C. 317;
5. The right to remove gravel, clay, etc., granted to the Arizona Highway Department as to the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, said sec. until August 1, 1972, under permit issued pursuant to the Act of July 31, 1947 (61 Stat. 30; U.S.C. 601-604);
6. All minerals to the United States together with the right to mine and remove the same under the applicable laws and regulations to be established by the Secretary of the Interior;

Patent Number

02-70-0060

If the patentee or its successor attempts to transfer title to or control over the land to another or the land is devoted to a use other than for recreational purposes, without the consent of the Secretary of the Interior or his delegate, or the patentee prohibits or restricts, directly or indirectly, or permits its agents, employees, contractors, or subcontractors (including without limitation, lessees, sublessees, and permittees) to prohibit or restrict directly or indirectly, the use of any part of the patented land or any of the facilities thereon by any person because of such person's race, creed, color, or national origin, title to the land shall revert to the United States. Transferees must meet all the qualifications of applicants under the act and will be subject to the terms and conditions of 43 CFR 2232.

If the patentee or its successor in interest does not comply with the provisions of the approved plan of development, filed on May 23, 1969 with the Bureau of Land Management or with the approved plan of management, filed May 23, 1969, with the Bureau of Land Management, or by any revision thereof approved by the Secretary of the Interior or his delegate, said Secretary or his delegate, after due notice and opportunity for a hearing, may declare the terms of this grant terminated in whole or in part.

The Secretary, or his delegate, may in lieu of said forfeiture of title require the patentee or its successor in interest to pay to the United States an amount equal to the difference between the price paid for the land by the patentee prior to issuance of this patent and 50 percent of the fair market value of the patented land, to be determined by the Secretary or his delegate as of the date of issuance of this patent, plus compound interest computed at four percent beginning on the date this patent is issued.

Patent Number 02-70-0060

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

- (1) The patentee or his (its) successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits.
- (2) If the patentee or his (its) successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964, and the requirements imposed by the Department of the Interior issued pursuant to that title, during the period during which the property described herein is used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits, the Secretary of the Interior or his delegate may declare the terms of this grant terminated in whole or in part.
- (3) The patentee, by acceptance of this patent, agrees for himself (itself) or his (its) successors in interest that a declaration of termination in whole or in part of this grant shall, at the option of the Secretary or his delegate, operate to revert in the United States full title to the lands involved in the declaration.
- (4) The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee.
- (5) The patentee or his (its) successor in interest will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility conveyed.
- (6) The reservations, conditions, and limitations contained in paragraphs (1) through (5) shall constitute a covenant running with the land, binding on the patentee and his (its) successors in interest for the period for which the land described herein is used for the purpose for which this grant was made, or for another purpose involving the provision of similar services or benefits.
- (7) The assurances and covenant required by sections (1)-(6) above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h) (1967 edition).

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

[SEAL]

GIVEN under my hand, in **Phoenix, Arizona,**
the **FIFTH** day of **FEBRUARY** in the year
of our Lord one thousand nine hundred and **SEVENTY**
and of the Independence of the United States the one hundred
and **NINETY-FOURTH**.

By

Stevenson L. Collins

Manager, Arizona Land Office.

Patent Number **02-70-0060**



Date: July 1, 2014
To: Open Space and Trails Advisory Commission
Cc: Greg Stanley, County Manager

From: **Kent Taylor, Open Space and Trails Director**

RE: Director's Report-July 2014

Attachments: FY 14/15 Budget request, Sun Corridor Trail Concept Map, Impact Fee presentation and Financial Statements

2-5 Year Priorities

San Tan Mountain Regional Park

- We have had preliminary discussion about possible updates/changes to the existing IGA with Maricopa County. At this time, we are in the very preliminary stages and anticipate having something for the Commission to review and provide feedback later this calendar year.

Tortolita Mountain Park

- We have had preliminary discussions with Pima County and Marana regarding the development of an IGA specifically for this park.
- Staff is working on a preliminary plan for phasing of trail/trailhead development for this park reflecting the Tortolita Mountain Park Master Plan completed by Pima County.

CAP Recreational Trail

- Submitted a preliminary plan of development to the Bureau of Reclamation (BOR) in late March. This is part of the process needed to develop a Recreation Management Agreement between Pinal County and the BOR. The plan of development covers that portion of the trail from the southern county line to the north end of the Picacho Mountains.
- Board of Supervisors approved \$120,000 for FY 14/15 to begin the master planning for this trail and Regional Park #4. (See attached budget request)
- Partnering with Pima County, Town of Marana and Maricopa County to use the CAP trail as a key link in a statewide recreational trail tentatively called the Sun Corridor trail. I will also be part of a panel discussion at the upcoming APRA conference with this trail as the topic. (see attached concept map)

Regional Park #4-Palo Verde

- Board of Supervisors approved \$120,000 for FY 14/15 to begin the master planning for this park and the CAP recreational trail. (See attached budget request)

Regional Park #5-Peralta

- See agenda item VII.

San Pedro River

- Nothing new to report.

Existing Park and Trail Inventory

West Pinal

- We have purchased replacement picnic tables and benches. We are waiting for assistance from the Public Works Department for installation.
- We have contracted for repairs to all BBQ grills. We anticipate this project being completed prior to the fall camping season.
- In conjunction with the grill project, we are adding an RV hook up to a ramada adjacent to the large central ramada. This will allow us to have an onsite park host for the season. We anticipate starting recruitment for this later in July. We will be able to increase on-site coverage, do some minor repairs and upkeep, cut our park host expenses and possibly add to our revenue collection.

Dudleyville

- Playground safety project is complete.
- Repairs made to irrigation system at the ballfield.
- Phase two of the water system upgrades will include new distribution lines for the park. We are working with Public Works staff to include additional repairs/improvements to the park and ballfield irrigation systems.
- County staff met with the Town of Mammoth to explore their interest in taking over operations and maintenance for the water system, park and multi-generational center. This discussion is currently on hold.
- Repairs made to electrical on north end of park (all ramadas, sprinkler timer, restroom lights)
- FY14/15 deferred maintenance projects could include; landscaping, ballfield improvements (fencing repairs, lighting repair/maintenance)

Oracle (two parks)

- Oracle Community Park playground safety project complete.
- FY 14/15 deferred maintenance projects (Oracle Community) could include; professional tree trimming and removal.

Randolph

- Nothing new to report

Arizona National Scenic Trail

- Pinal County was awarded a \$30,000 Recreational Trail Program trail maintenance grant. We worked with our partners from the Arizona Trail Association to identify the area(s) in most need of repair. Repairs will be focused on Passage 14 from the Tiger Mine TH to Freeman Road. The Arizona Trail Association is also providing the match amount needed for this grant. We are currently working on the environmental clearances needed and we anticipate beginning this project late 2014 or early 2015.
- We are continuing to meet with our trail partners and provide input to the Environmental Impact Statement (EIS) process regarding the proposed ASARCO tailings site project in/near Ripsey Wash.

Lost Goldmine Trail

- FY 14/15 deferred maintenance projects could include; re-route of western portion of the trail (FS boundary to Private parcel just north of Cloudview Road) and signage.

Other

Development Impact Fees

- Attached to this report is a short overview of development impact fees and a breakdown of open space, park and trail impact fees by Impact Fee area as of April 21, 2014

Volunteers

- We will end FY 13/14 with over 1400 hours of volunteer labor. The approximate dollar value of this labor is \$28,112!!!

Leases/Management Agreements

- Processed an amendment to the Fairgrounds Management agreement for transfer of equipment to the Central Arizona Fair Association. This had been a lingering issue since the agreement was put in place with Central Arizona Fair Association in fall of 2011.

County Strategic Business Plan

- The Board of Supervisors is in the process of updating the County Strategic Business Plan. The BOS will likely be approving the Strategic Business Plan during a regular scheduled meeting in July. In the draft plan, one of the Goals and Objectives is directly related to the Open Space and Trails Department. It reads:

County Priority**Economic Development**

Strategic Goal 2-Create a business friendly environment which results in better paying jobs an increased entrepreneurship elevating the prosperity of Pinal County residents.

Objective 2.4-Prioritize critical state and federal lands identified in the Pinal County Open Space and Trails Master Plan which results in a 10% increase in regional park acreage and 49% increase in regional trail miles acquired by 2017.



Date: April 22, 2014
To: Greg Stanley, County Manager
Cc: Angie Woods, Budget and Research Department
From: **Kent Taylor, Open Space and Trails Director**
RE: FY 14/15 Additional Funding Request

The Open Space and Trails Department is requesting the following additional funding for FY14/15. These additional funds will begin the master planning process for specific portions of the Pinal County Open Space and Trails Master Plan. The proposed master plans are related to the priority items presented to the Board of Supervisors in December 2013.

Beginning this master planning process is also aligned with the draft County Strategic Plan (Strategic Goal 2, Objective 2.4) and the Open Space and Trails Department Strategic Business Plan.

Master Plan Development

In December 2013, the Board of Supervisors agreed on a 2-5 year priority list for implementation of the Pinal County Open Space and Trails Plan. These priority items were:

- San Tan Mountain Regional Park
- Tortolita Mountain Park
- CAP Recreational Trail
- Regional Park #4 (Palo Verde Mountains)
- Regional Park #5 (Peralta Road)
- San Pedro River

San Tan Mountain Regional Park, Tortolita Mountain Park and a portion of the CAP Recreational Trail currently have master plans in place. In order to move forward with implementation and ultimately development of the other priority regional parks/trails, the development of master plans is a necessary next step. This is consistent with the message we have received in discussions with the Bureau of Reclamation (BOR) and the Bureau of Land Management (BLM), who would be our major partners in these identified regional parks and trails.

The anticipated total cost for the master planning process is \$200,000. We anticipate staggering the beginning of the master plan process, so the impact for FY 14/15 would be approximately \$120,000 and for FY 15/16 would be approximately \$80,000. These costs are one-time expenditures.

- CAP Recreational Trail Master Plan (Picacho Mountains to Maricopa County) = \$80,000
- Regional Park #4 (Palo Verde Mountains) = \$120,000
- Regional Park #5 (Peralta Road) = \$0 National Park Service Rivers, Trails and Conservation Assistance Program application.

FY 14/15 Budget Impact for this request= \$ 120,000

Development Impact Fees

Open Space and Trails Advisory
Commission

July 8, 2014

Development Impact Fees

- Development Impact Fees (DIFs) are defined as those fees charged to offset the government's costs associated with providing public services & facilities to new development.
- Development Impact Fees only apply to the unincorporated areas of Pinal County.



Development Impact Fees

- New Residential & Nonresidential development impact the capacity of the County's infrastructure.
- Development Impact Fees allow the County to provide additional infrastructure capacity to accommodate the impacts of new development.
- By their design, development fees ensure that the new growth pays for its fair share of the infrastructure for which it is creating demands.



P I N A L • C O U N T Y
Wide open opportunity

Development Impact Fees

- Development Impact Fees cont....
 - The capacity demands and costs created by existing development in the County have already been paid for in the County's current inventory of capital facilities and infrastructure.
- Without Development Impact Fees:
 - The infrastructure's level-of-service (LOS) declines as the same amount of facilities serve a larger development/population base, or;
 - The County has to find other revenue sources to fund the additional infrastructure (most likely coming from existing residents)



P I N A L • C O U N T Y

Wide open opportunity

Development Impact Fees

- DIFs are not new and have been around for more than 30 years, but only since 2000 for Counties.
- In Arizona, municipalities have been expressly authorized to charge DIFs.
- Until recently, counties have been given a clear authority.



Development Impact Fees

- Two federal court cases shaped the current day Development Impact Fee:
 - *Nollan vs. California Coastal Commission*
 - *Dolan vs. City of Tigard*



Development Impact Fees

- Both cases constitutionally require a “Rational Nexus” test. They are:
 - **Demand** – a particular type of development demands a particular type of infrastructure.
 - **Proportionality** – the fees are proportionate to the demand created by the development for infrastructure.
 - **Benefit** – the “payer” must receive the benefit.



Development Impact Fees

- **Arizona Revised Statutes §11-1102**
- Authorizes counties to assess development fees.
 - Assess DIFs within the covered planning area to offset the capital costs for street, parks and public safety.
 - DIFs shall result in beneficial use to the development
 - Shall be accounted for in a separate fund & accounted for separately



Development Impact Fees

A.R.S. §11-1102 cont.....

- Shall prescribe a schedule for paying fees. Credits shall be provided for when improvements are constructed within the CIP
- DIFs must bear a reasonable relationship to the burden of capital costs imposed on the county to provide additional necessary public services to the development.



Development Impact Fees

A.R.S. §11-1102 cont.....

- Shall be assessed in a non discriminatory manner which means they must be administered equally with no exception
- Account for any land assessed in a community facilities district for services/facilities provided and shall not assess a portion of the DIF base ' on the infrastructure costs



PINAL • COUNTY

Wide open opportunity

Development Impact Fees

- Parks Element Components (As of 2010)
 - Regional Parks
 - Trails
 - Fairgrounds
 - Support Vehicles & Equipment
- These Components could change during the next update



P I N A L • C O U N T Y

Wide open opportunity

Development Impact Fees

- Parks Capital Improvement Plan
 - Identifies 3 Regional Parks
 - San Tan Mountain Regional Park
 - Palo Verde Mountain Regional Park
 - Picacho Mountain Regional Park
 - Fairgrounds Buy-in
 - Identifies 3 Trails
 - Arizona Trail
 - CAP Trail
 - Anza National Historic Trail
 - Parks Support Vehicles and Equipment



P I N A L • C O U N T Y

Wide open opportunity

Development Impact Fees

- Development Impact Fee update Study
 - Request for Proposals out in June, Vendor chosen July/August 2014
 - New Study beginning in Fall 2014
 - Expected to go to the Board of Supervisors early part of 2015



P I N A L • C O U N T Y

Wide open opportunity

DEVELOPMENT SERVICES
Development Fee Report - IFA 1
Statement of Revenues, Expenditures, and Changes in Fund Balance
Cumulative FY 06/07 thru FY 12/13 and FY 13/14 to date

| | FY 06/07 6/30/2007 | FY 07/08 6/30/2008 | FY 08/09 6/30/2009 | FY 09/10 6/30/2010 | FY 10/11 6/30/2011 | FY 11/12 6/30/2012 | FY 12/13 6/30/2013 | FY 13/14 To date 4/21/2014 |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------------------------|
| Revenues | | | | | | | | |
| Planned Regional Parkland | \$ 140,980 | \$ 83,255 | \$ 81,263 | \$ 73,372 | \$ 154,635 | \$ 100,213 | \$ 154,255 | \$ 108,881 |
| Planned Regional Park Improvements | 1,673 | 989 | 966 | 845 | 1,811 | 1,187 | 1,828 | 1,290 |
| Parks Planned Trails | 19,530 | 11,532 | 11,256 | 10,159 | 21,415 | 13,884 | 21,371 | 15,085 |
| Buyin Fairgournds | 6,694 | 3,953 | 3,860 | 3,484 | 7,344 | 4,760 | 7,326 | 5,171 |
| Parks Planned Support Vehicles/Equipment | 6,954 | 4,205 | 4,105 | 3,705 | 7,810 | 5,062 | 7,792 | 5,500 |
| Parks Development Fee Study | 2,197 | 1,198 | 1,169 | 1,056 | 2,225 | 1,445 | 2,223 | 1,144 |
| Parks Interest Earned | 1,108 | 12,898 | 7,476 | 4,145 | 11,621 | 2,615 | 1,777 | 2,073 |
| Total revenues | 179,136 | 118,030 | 110,095 | 96,766 | 206,861 | 129,166 | 196,572 | 139,144 |
| Expenditures | | | | | | | | |
| Parks Development Fee Study | - | - | 9,932 | 10,209 | 811 | 30 | 156 | - |
| Parks Planned Support Vehicles/Equipment | - | - | - | - | 16,667 | - | - | - |
| Total expenditures | - | - | 9,932 | 10,209 | 17,478 | 30 | 156 | - |
| | Total Revenue | Total Exp | | | | | | |
| Planned Regional Parkland | \$ 896,854 | \$ - | | | | | | |
| Planned Regional Park Improvements | 10,589 | - | | | | | | |
| Parks Planned Trails | 124,232 | - | | | | | | |
| Buyin Fairgournds | 42,592 | - | | | | | | |
| Parks Planned Support Vehicles/Equipment | 45,133 | 16,667 | | | | | | |
| Parks Development Fee Study | 12,657 | 21,138 ** | | | | | | |
| Parks Interest Earned | 43,713 | - | | | | | | |
| | 1,175,769 | \$ 37,805 | | | | | | |

** please note that interest has been used to offset the Development Fee Studies

DEVELOPMENT SERVICES
 Development Fee Report - IFA 2
 Statement of Revenues, Expenditures, and Changes in Fund Balance
 Cumulative FY 06/07 thru FY 12/13 and FY 13/14 to date

| | FY 06/07 6/30/2007 | FY 07/08 6/30/2008 | FY 08/09 6/30/2009 | FY 09/10 6/30/2010 | FY 10/11 6/30/2011 | FY 11/12 6/30/2012 | FY 12/13 6/30/2013 | FY 13/14 To date 4/21/2014 |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------------------------|
| Revenues | | | | | | | | |
| Planned Regional Parkland | \$ 1,764 | \$ 4,149 | \$ 2,335 | \$ 1,720 | \$ 858 | \$ 1,061 | \$ 1,615 | \$ 1,061 |
| Planned Regional Park Improvements | 21 | 49 | 28 | 20 | 10 | 13 | 19 | 13 |
| Parks Planned Trails | 244 | 575 | 323 | 238 | 119 | 147 | 224 | 147 |
| Buyin Fairgournds | 84 | 197 | 111 | 82 | 41 | 50 | 77 | 50 |
| Parks Planned Support Vehicles/Equipment | 89 | 209 | 118 | 87 | 43 | 54 | 82 | 54 |
| Parks Development Fee Study | 25 | 60 | 34 | 25 | 12 | 15 | 23 | 15 |
| Parks Interest Earned | 6 | 228 | 176 | 100 | 87 | 63 | 38 | 39 |
| Total revenues | 2,233 | 5,467 | 3,125 | 2,272 | 1,170 | 1,403 | 2,078 | 1,379 |
| Expenditures | | | | | | | | |
| Parks Development Fee Study | - | - | 423 | - | - | - | - | - |
| Parks Planned Support Vehicles/Equipment | - | - | - | - | - | - | - | - |
| Total expenditures | - | - | 423 | - | - | - | - | - |
| | Total Revenue | Total Exp | | | | | | |
| Planned Regional Parkland | \$ 14,563 | \$ - | | | | | | |
| Planned Regional Park Improvements | 173 | - | | | | | | |
| Parks Planned Trails | 2,017 | - | | | | | | |
| Buyin Fairgournds | 692 | - | | | | | | |
| Parks Planned Support Vehicles/Equipment | 736 | - | | | | | | |
| Parks Development Fee Study | 209 | 423 ** | | | | | | |
| Parks Interest Earned | 737 | - | | | | | | |
| | 19,127 | \$ 423 | | | | | | |

** please note that interest has been used to offset the Development Fee Studies

DEVELOPMENT SERVICES
Development Fee Report - IFA 3
Statement of Revenues, Expenditures, and Changes in Fund Balance
Cumulative FY 06/07 thru FY 12/13 and FY 13/14 to date

| | FY 06/07 6/30/2007 | FY 07/08 6/30/2008 | FY 08/09 6/30/2009 | FY 09/10 6/30/2010 | FY 10/11 6/30/2011 | FY 11/12 6/30/2012 | FY 12/13 6/30/2013 | FY 13/14 To date 4/21/2014 |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------------------------|
| Revenues | | | | | | | | |
| Planned Regional Parkland | \$ 5,481 | \$ 5,600 | \$ 3,748 | \$ 186 | \$ 3,454 | \$ 901 | \$ 8,406 | \$ 960 |
| Planned Regional Park Improvements | 65 | 66 | 45 | 3,546 | 40 | 11 | 100 | 11 |
| Parks Planned Trails | 759 | 775 | 519 | 42 | 478 | 125 | 1,164 | 133 |
| Buyin Fairgournds | 260 | 266 | 178 | 491 | 164 | 43 | 399 | 46 |
| Parks Planned Support Vehicles/Equipment | 277 | 283 | 189 | 168 | 174 | 46 | 425 | 48 |
| Parks Development Fee Study | 79 | 81 | 54 | 179 | 50 | 13 | 121 | 14 |
| Parks Interest Earned | 144 | 716 | 364 | 51 | 172 | 130 | 73 | 85 |
| Total revenues | 7,065 | 7,787 | 5,097 | 4,663 | 4,532 | 1,269 | 10,688 | 1,297 |
| Expenditures | | | | | | | | |
| Parks Development Fee Study | - | - | 1,224 | - | - | - | - | - |
| Planned Sheriff Vehicles | - | - | - | - | - | - | - | - |
| Total expenditures | - | - | 1,224 | - | - | - | - | - |
| Total Revenue Total Exp | | | | | | | | |
| Planned Regional Parkland | \$ 28,736 | \$ - | | | | | | |
| Planned Regional Park Improvements | 3,884 | - | | | | | | |
| Parks Planned Trails | 3,995 | - | | | | | | |
| Buyin Fairgournds | 1,847 | - | | | | | | |
| Parks Planned Support Vehicles/Equipment | 1,610 | - | | | | | | |
| Parks Development Fee Study | 591 | 1,224 | ** | | | | | |
| Parks Interest Earned | 1,735 | - | | | | | | |
| | 42,398 | \$ 1,224 | | | | | | |

** please note that interest has been used to offset the Development Fee Studies

DEVELOPMENT SERVICES
Development Fee Report - IFA 4
Statement of Revenues, Expenditures, and Changes in Fund Balance
Cumulative FY 06/07 thru FY 12/13 and FY 13/14 to date

| | FY 06/07 6/30/2007 | FY 07/08 6/30/2008 | FY 08/09 6/30/2009 | FY 09/10 6/30/2010 | FY 10/11 6/30/2011 | FY 11/12 6/30/2012 | FY 12/13 6/30/2013 | FY 13/14 To date 4/21/2014 |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------------------------|
| Revenues | | | | | | | | |
| Planned Regional Parkland | \$ 176 | \$ 20 | \$ 176 | \$ - | \$ - | \$ - | \$ 656 | \$ 101 |
| Planned Regional Park Improvements | 2 | 527 | 2 | - | - | - | 8 | 1 |
| Parks Planned Trails | 24 | 6 | 24 | - | - | - | 91 | 14 |
| Buyin Fairgournds | 8 | 73 | 8 | - | - | - | 31 | 5 |
| Parks Planned Support Vehicles/Equipment | 9 | 25 | 9 | - | - | - | 33 | 5 |
| Parks Development Fee Study | 3 | 27 | 3 | - | - | - | 9 | 2 |
| Parks Interest Earned | 2 | 12 | 22 | 10 | 7 | 5 | 4 | 4 |
| Total revenues | 224 | 690 | 244 | 10 | 7 | 5 | 832 | 132 |
| Expenditures | | | | | | | | |
| Parks Development Fee Study | - | - | 57 | - | - | - | - | - |
| Parks Planned Support Vehicles/Equipment | - | - | - | - | - | - | - | - |
| Total expenditures | - | - | 57 | - | - | - | - | - |
| | Total Revenue | | Total Exp | | | | | |
| Planned Regional Parkland | \$ 1,129 | \$ - | | | | | | |
| Planned Regional Park Improvements | 540 | - | | | | | | |
| Parks Planned Trails | 159 | - | | | | | | |
| Buyin Fairgournds | 125 | - | | | | | | |
| Parks Planned Support Vehicles/Equipment | 81 | - | | | | | | |
| Parks Development Fee Study | 44 | 57 | ** | | | | | |
| Parks Interest Earned | 66 | - | | | | | | |
| | 2,144 | \$ 57 | | | | | | |

** please note that interest has been used to offset the Development Fee Studies

DEVELOPMENT SERVICES
Development Fee Report - IFA 5
Statement of Revenues, Expenditures, and Changes in Fund Balance
Cumulative FY 06/07 thru FY 12/13 and FY 13/14 to date

| | FY 06/07 6/30/2007 | FY 07/08 6/30/2008 | FY 08/09 6/30/2009 | FY 09/10 6/30/2010 | FY 10/11 6/30/2011 | FY 11/12 6/30/2012 | FY 12/13 6/30/2013 | FY 13/14 To date 4/21/2014 |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------------------------|
| Revenues | | | | | | | | |
| Planned Regional Parkland | \$ 5,098 | \$ 9,712 | \$ 13,065 | \$ 9,506 | \$ 7,368 | \$ 4,798 | \$ 5,667 | \$ 3,700 |
| Planned Regional Park Improvements | 61 | 115 | 155 | 113 | 87 | 57 | 67 | 44 |
| Parks Planned Trails | 706 | 1,346 | 1,810 | 1,317 | 1,021 | 666 | 785 | 512 |
| Buyin Fairgournds | 242 | 461 | 621 | 451 | 350 | 239 | 269 | 176 |
| Parks Planned Support Vehicles/Equipment | 258 | 490 | 660 | 480 | 372 | 243 | 286 | 187 |
| Parks Development Fee Study | 73 | 140 | 188 | 137 | 107 | 69 | 82 | 53 |
| Parks Interest Earned | 47 | 564 | 555 | 342 | 337 | 267 | 159 | 153 |
| Total revenues | 6,485 | 12,828 | 17,054 | 12,346 | 9,642 | 6,339 | 7,315 | 4,825 |
| Expenditures | | | | | | | | |
| Parks Development Fee Study | - | - | 1,197 | - | - | - | - | - |
| Parks Planned Support Vehicles/Equipment | - | - | - | - | - | - | - | - |
| Total expenditures | - | - | 1,197 | - | - | - | - | - |
| | Total Revenue | Total Exp | | | | | | |
| Planned Regional Parkland | \$ 58,914 | \$ - | | | | | | |
| Planned Regional Park Improvements | 699 | - | | | | | | |
| Parks Planned Trails | 8,163 | - | | | | | | |
| Buyin Fairgournds | 2,809 | - | | | | | | |
| Parks Planned Support Vehicles/Equipment | 2,976 | - | | | | | | |
| Parks Development Fee Study | 849 | 1,197 ** | | | | | | |
| Parks Interest Earned | 2,424 | - | | | | | | |
| | 76,834 | \$ 1,197 | | | | | | |

** please note that interest has been used to offset the Development Fee Studies

DEVELOPMENT SERVICES
Development Fee Report - IFA 6
Statement of Revenues, Expenditures, and Changes in Fund Balance
Cumulative FY 06/07 thru FY 12/13 and FY 13/14 to date

| | FY 06/07 6/30/2007 | FY 07/08 6/30/2008 | FY 08/09 6/30/2009 | FY 09/10 6/30/2010 | FY 10/11 6/30/2011 | FY 11/12 6/30/2012 | FY 12/13 6/30/2013 | FY 13/14 To date 4/21/2014 |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------------------------|
| Revenues | | | | | | | | |
| Planned Regional Parkland | \$ 609 | \$ 1,218 | \$ 257 | \$ - | \$ 219 | \$ 320 | \$ 304 | \$ 437 |
| Planned Regional Park Improvements | 7 | 14 | 3 | - | 3 | 4 | 4 | 5 |
| Parks Planned Trails | 84 | 169 | 36 | - | 30 | 44 | 42 | 60 |
| Buyin Fairgournds | 29 | 58 | 12 | - | 10 | 15 | 14 | 21 |
| Parks Planned Support Vehicles/Equipment | 31 | 62 | 13 | - | 11 | 16 | 15 | 22 |
| Parks Development Fee Study | 9 | 18 | 4 | - | 3 | 5 | 4 | 6 |
| Parks Interest Earned | 5 | 78 | 49 | 23 | 17 | 14 | 8 | 9 |
| Total revenues | 774 | 1,617 | 374 | 23 | 293 | 418 | 391 | 560 |
| Expenditures | | | | | | | | |
| Parks Development Fee Study | - | - | 134 | - | - | - | - | - |
| Parks Planned Support Vehicles/Equipment | - | - | - | - | - | - | - | - |
| Total expenditures | - | - | 134 | - | - | - | - | - |
| | Total Revenue | Total Exp | | | | | | |
| Planned Regional Parkland | \$ 3,364 | \$ - | | | | | | |
| Planned Regional Park Improvements | 40 | - | | | | | | |
| Parks Planned Trails | 465 | - | | | | | | |
| Buyin Fairgournds | 159 | - | | | | | | |
| Parks Planned Support Vehicles/Equipment | 170 | - | | | | | | |
| Parks Development Fee Study | 49 | 134 ** | | | | | | |
| Parks Interest Earned | 203 | - | | | | | | |
| | 4,450 | \$ 134 | | | | | | |

** please note that interest has been used to offset the Development Fee Studies

DEVELOPMENT SERVICES
Development Fee Report - IFA 7
Statement of Revenues, Expenditures, and Changes in Fund Balance
Cumulative FY 06/07 thru FY 12/13 and FY 13/14 to date

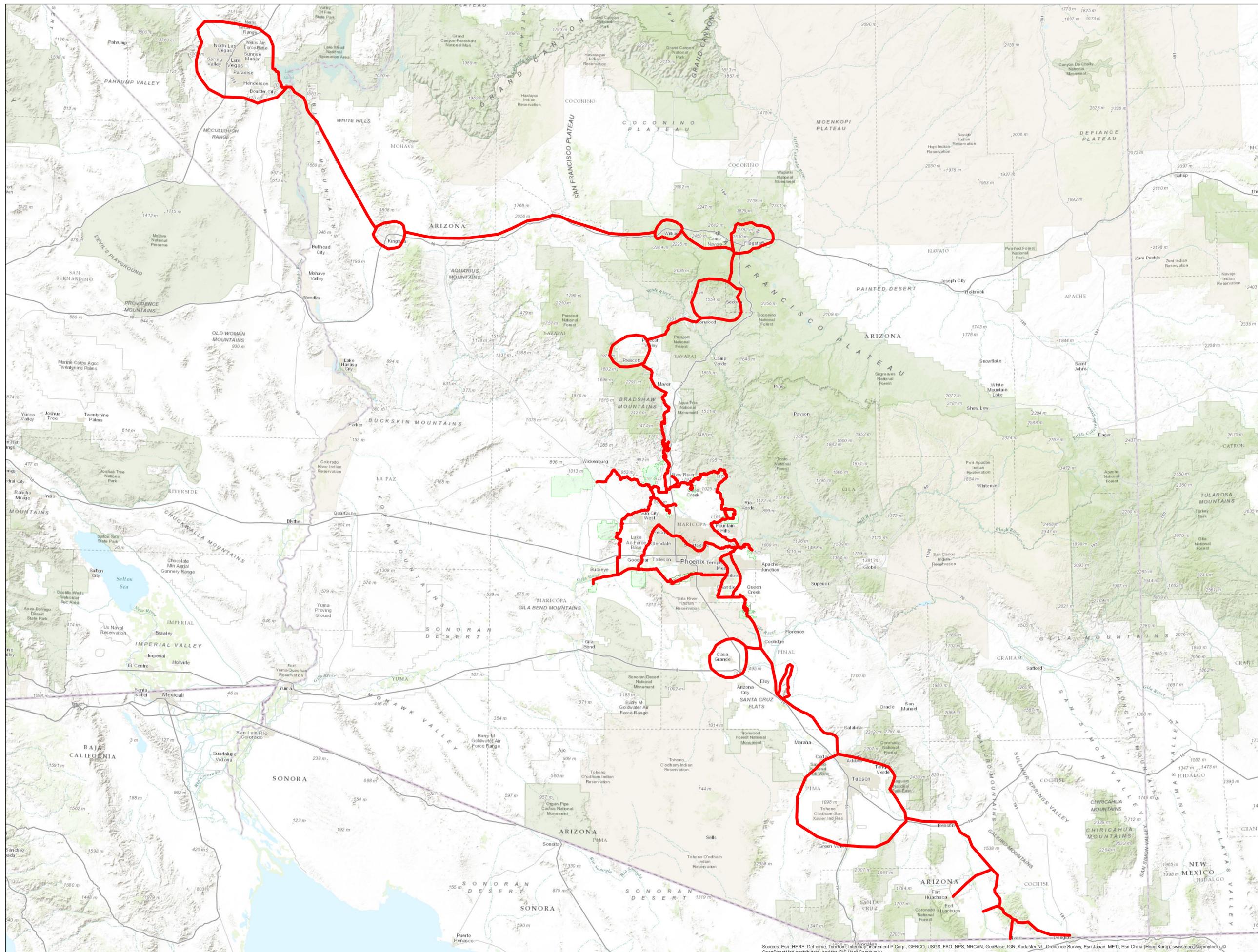
| | FY 06/07 6/30/2007 | FY 07/08 6/30/2008 | FY 08/09 6/30/2009 | FY 09/10 6/30/2010 | FY 10/11 6/30/2011 | FY 11/12 6/30/2012 | FY 12/13 6/30/2013 | FY 13/14 To date 4/21/2014 |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------------------------|
| Revenues | | | | | | | | |
| Planned Regional Parkland | \$ 1,205 | \$ 3,491 | \$ 163 | \$ 163 | \$ 101 | \$ 304 | \$ 219 | \$ 304 |
| Planned Regional Park Improvements | 14 | 41 | 2 | 2 | 1 | 4 | 3 | 4 |
| Parks Planned Trails | 167 | 484 | 23 | 23 | 14 | 42 | 30 | 42 |
| Buyin Fairgournds | 57 | 166 | 8 | 8 | 5 | 15 | 10 | 14 |
| Parks Planned Support Vehicles/Equipment | 61 | 176 | 8 | 8 | 5 | 15 | 11 | 15 |
| Parks Development Fee Study | 17 | 50 | 2 | 2 | 1 | 4 | 3 | 4 |
| Parks Interest Earned | 4 | 159 | 128 | 56 | 43 | 30 | 17 | 16 |
| Total revenues | 1,525 | 4,567 | 334 | 262 | 170 | 414 | 293 | 399 |
| Expenditures | | | | | | | | |
| Parks Development Fee Study | - | - | 294 | - | - | - | - | - |
| Parks Planned Support Vehicles/Equipment | - | - | - | - | - | - | - | - |
| Total expenditures | - | - | 294 | - | - | - | - | - |
| | Total Revenue | Total Exp | | | | | | |
| Planned Regional Parkland | \$ 5,950 | \$ - | | | | | | |
| Planned Regional Park Improvements | 71 | - | | | | | | |
| Parks Planned Trails | 825 | - | | | | | | |
| Buyin Fairgournds | 283 | - | | | | | | |
| Parks Planned Support Vehicles/Equipment | 299 | - | | | | | | |
| Parks Development Fee Study | 83 | 294 ** | | | | | | |
| Parks Interest Earned | 453 | - | | | | | | |
| | 7,964 | \$ 294 | | | | | | |

** please note that interest has been used to offset the Development Fee Studies

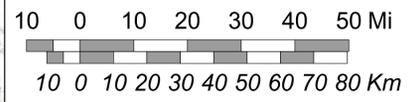
Sun Corridor Trail

-  Sun Corridor Trail*
-  Maricopa County Park

* Except for trails within Maricopa County, the Sun Corridor Trail network is a broad outline.



1:1,000,000



Source: Esri, HERE, DeLorme, TomTom, Intermap, iPC, NRCAN, GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri, Japan, METI, Esri, China (Hong Kong), Swisstopo, Mapbox, OpenStreetMap contributors, and the GIS User Community