City of Avondale

City Council Meeting

Monday, February 10, 2025

Mayor and Council

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Gloria Solorio, Councilmember | Shari Weise, Councilmember

Max White, Councilmember

Administration

Ron Corbin, City Manager

Tracy Stevens, Assistant City Manager | Katie Gregory, Assistant City Manager

Dale Nannenga, Deputy City Manager | Nicholle Harris, City Attorney

Marcella Sarmiento, City Clerk

City Council Chamber

11465 West Civic Center Drive

Avondale, AZ 85323

Watch a City Council Meeting Online

Visit the link below to watch a City Council meeting live online:
https://www.avondaleaz.new.swagit.com/views/540/

Please note, the live stream will not be monitored by staff; therefore, anyone wishing to address the City Council shall appear in person to speak.

City Council Meeting
Notice & Agenda
Monday, February 10, 2025

CITY COUNCIL CHAMBER | 11465 WEST CIVIC CENTER DRIVE | AVONDALE AZ, 85323

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should submit a Request to Speak online at http://www.avondaleaz.gov/requesttospeak prior to consideration of that agenda item.

REGULAR MEETING
5:30 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. EMPLOYEE ANNOUNCEMENTS

The following new employees will be presented to City Council. This item is for discussion only.

Court
- Ban Ibrahim, Court Clerk II (Promotion)

Human Resources Department
- Keely Farrow, Sr. Management Analyst

Office of Public Safety
- Henry Castro, Municipal Security Officer
- Michael Marotta, Code Compliance Officer

Public Works Department
- William Deneke, Water Reclamation Opr.
- Noah Green, Water Production & Treatment Opr.
- Jimmy Hill, Solid Waste Equipment Opr.
- Andres Leyva, Water Reclamation Opr.

Police Department
- Jaycie Dunshie, Officer
- Jacob Carnes, Officer
- Trent Phillips, Park Ranger
- Erin Metzger, Dispatcher
- Mathew Parks, Detention Officer
- Antonio Mendoza, Detention Officer
- Karina Cota, Communications Dispatcher
- Makenzie Whitlow, Communications Dispatcher
- Benjamin Beebe, Police Sergeant (Promotion)
- Leslie Greene, Police Sergeant (Promotion)
- Harry Sexton, Police Sergeant (Promotion)

b. PROCLAMATION - ENGINEERS WEEK

City Council will present a proclamation recognizing February 16 through February 22, 2025, as Engineers Week. This item is for discussion only.

c. PROCLAMATION - BLACK HISTORY MONTH

City Council will present a Proclamation recognizing February 2025 as Black History Month. This item is for discussion only.

d. NATIONAL CHILDREN'S ALLIANCE REACCREDITATION OF THE SOUTHWEST FAMILY ADVOCACY CENTER RECOGNITION

City Council will receive information regarding the Southwest Family Advocacy Center's recent reaccreditation through the National Children's Alliance (NCA). This item is for discussion only.

e. HOLIDAY SCHOOL SPIRIT FOOD DRIVE AWARDS PRESENTATION

City Council will recognize schools that participated in the 2024 Holiday School Spirit Food Drive and provide special recognition to the schools that generated the greatest amount of food to support the community. This item is for discussion only.

f. EXCEPTIONAL STUDENT OF AVONDALE RECOGNITION (AVI STAR STUDENT)

City Council will recognize Avondale students from schools located in Avondale for their character and achievement. This item is for discussion only.

g. AVONDALE AMBASSADOR PROGRAM INTRODUCTION

The Avondale Ambassador Program will be presented and the inaugural participants will be recognized for their participation in the program. This item is for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES (Time is limited per person. Please state your name.)

4. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2023 ASSISTANCE TO FIREFIGHTERS GRANT REGIONAL GRANT AWARD

Staff is requesting that the City Council approve the Memorandum of Understanding (MOU) between the City of Glendale as the Host, the Arizona Fire & Medical Authority, and the Cities of Avondale, Buckeye, Goodyear, Peoria, Surprise, Tolleson, Sun City Fire District, and Daisy Mountain Fire District and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action. This MOU will allow for training for each partner city and fire district by the Host. The City of Avondale will be allocated the amount of $138,964.89 in grant funds from the Federal Emergency Management Authority (FEMA) with a required 15% match, in the amount of $20,844.73.

b. WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT WITH CABLEVISION LIGHTPATH LLC

City Council will consider a request to approve a new Wired Telecommunications License and Right-of-Way Use Agreement with Cablevision Lightpath, LLC, to allow the placement of fiber telecommunication infrastructure in the City right-of-way and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

c. RESOLUTION 1004-0225 - PARKS, RECREATION & LIBRARIES MASTER PLAN

City Council will consider a request to adopt Resolution 1004-0225, approving the Parks, Recreation & Libraries Master Plan and authorizing the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. ORDINANCE 2005-0225 - AVONDALE CITY CODE CHAPTER 6, ARTICLE I; RELATING TO EMERGENCY MANAGEMENT AND EMERGENCY SERVICES

City Council will consider a request to adopt Ordinance 2005-0225 amending Avondale City Code Chapter 6, Article I; Relating to Emergency Management and Emergency Services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. ORDINANCE 2006-0225 – GRANTING OF AN ACCESS EASEMENT TO MINKE INVESTMENTS LLC

City Council will consider a request to adopt Ordinance 2006-0225 authorizing the granting of an access easement to Minke Investments LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. REPLAT OF PARKSIDE - PHASE 1 FINAL PLAT – APPLICATION PL-24-0169

City Council will consider a request to (a) approve Application PL-24-0169, a request from Michael Park of Atwell, LLC, on behalf of Mekin Sangoi of Taylor Morrison, for approval of a replat of Parkside – Phase 1 Final Plat located generally south of Indian School Road and west of 99th Avenue, and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. FINAL PLAT FOR AVONDALE APARTMENTS, A REPLAT OF DESERT SHOALS CONDOMINIUMS AT TRES RIOS LANDING – APPLICATION PL-23-0026

City Council will consider a request by Gary Fox with Superior Surveying Services, Inc., on behalf of Buckeye and Dysart, LLC, for approval of Final Plat for Avondale Apartments, a replat of Desert Shoals Condominiums at Tres Rios Landing, located approximately 708 feet east of the southeast corner of Dysart Road and Buckeye Road, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. MINOR LAND DIVISION FOR KEN GARFF KIA - APPLICATION PL-24-0277

City Council will consider a request by Bryce Quigley with Kimley-Horn and Associates, Inc., on behalf of the owner for approval of a Minor Land Division for Ken Garff Kia located generally on the south side of McDowell Road, east of Avondale Boulevard and west of 107th Avenue, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. TRAINING ON OPEN MEETING LAW

The City Attorney will provide training on the Open Meeting Law for its elected officials. This item is for discussion only.

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCIL MEMBERS

(5 minutes)

7. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an Executive Session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion of the mid-year performance evaluation and salary of the City Auditor.

Councilmembers of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por vídeo. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

ITEM NUMBER: 2.b.

SUBJECT: Proclamation - Engineers Week

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Kim Moon, Engineering Director

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.

PURPOSE:
City Council will present a proclamation recognizing February 16 through February 22, 2025, as Engineers Week. This item is for discussion only.

BACKGROUND:
Founded by the National Society of Professional Engineers (NSPE) in 1951, Engineers Week (February 16–22, 2025) is dedicated to ensuring a diverse and well-educated future engineering workforce by increasing understanding of and interest in engineering and technology careers.

DISCUSSION:
The City of Avondale recognizes the week of February 16 through February 22, 2025, as Engineers Week.

BUDGET IMPACT:
This item does not have a budget impact.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *Kim Moon, PE*

Avondale

Aspiring. Achieving. Accelerating.

PROCLAMATION

Engineers Week

February 16 through February 22, 2025

WHEREAS, engineers provide the talents and skills necessary to analyze and solve complex problems and create the infrastructure essential for the high quality of life which our citizens enjoy; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient planning, design, construction, and operation of the public infrastructure, which includes water, sanitary and storm sewers, streets and highways, bridges, public buildings, communications, and electricity and natural gas distribution; and

WHEREAS, the health, safety, welfare, comfort and economic vitality of this community as well as the success of Project Renewal greatly depends on sound public infrastructure; and

WHEREAS, engineers address the major technological challenges of our time from rebuilding towns devastated by natural disasters to designing infrastructure that will take our country through the 21st century; and

WHEREAS, the quality and effectiveness of the public infrastructure is vitally dependent upon the effort, talent and skill of public and private sector engineers; and

WHEREAS, the City of Avondale is fortunate to have highly qualified and dedicated engineers whose professionalism materially influences the people's attitude and understanding of the importance of the work they perform; and

NOW, THEREFORE, BE IT RESOLVED THAT the week of February 16 through February 22, 2025 is hereby designated as Engineers Week the City of Avondale.

Proclaimed this 10th day of February 2025.

_____
Mayor

Attest:

_____
City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - Black History Month

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

THROUGH: Tracy Stevens, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This item supports the following Avondale Strategic Outcome Area:

Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:
City Council will present a Proclamation recognizing February 2025 as Black History Month. This item is for discussion only.

BACKGROUND:
While Black History Month initially began as Negro History Week, started by Carter B. Woodson in 1925, it is appropriate to celebrate the outstanding and often overlooked contributions and achievements of such a strong community of people throughout each year. This year's Black History Month's theme is "African Americans and the Arts" and is celebrated across the United States every February through recognition of the achievements of African Americans and all people of the African diaspora. The City of Avondale recognizes the enrichments of African Americans to the West Valley's rich heritage and success through the many impressions of those who came before us and those who live here now.

DISCUSSION:
The City Council will present a Proclamation recognizing February 2025 as Black History Month.

BUDGET IMPACT:
This item does not have a budget impact.

RECOMMENDATION:
This item is for presentation only.

Contact person for document distribution: *Aneyssa Romo, Whitney Castro, Dillard Collier*

Avondale

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BLACK HISTORY MONTH PROCLAMATION

February 2025

WHEREAS, In 1926, the first celebration of "Negro History Week", was started by the educator and scholar Carter G. Woodson to honor the birthdays of President Abraham Lincoln and abolitionist Frederick Douglass. The objective was to educate people about Black History, share traditions from Black Culture, honor the contributions and focus positive attention on African Americans in the United States; and

WHEREAS, In 1976 President Gerald Ford extended this celebration to a month, and in 1986 Congress passed Public Law 99-244 to designate February as, "National Black (Afro-American) History Month;" and

WHEREAS, By celebrating Black History Month, we are celebrating the generations of African Americans who have been in this country since the 17th Century, have worked tirelessly to shape and strengthen the fabric of our city, our state, our nation, and have enriched every aspect of our global identity; and

WHEREAS, Black History Month honors and affirms the importance of African American History throughout our nation. By recognizing the significant contributions of the African American community over the years, it is also important to understand the many accomplishments that were made by Black Americans amid undue hardships, slavery, inequality, and extreme forms of institutionalized racism and violence; and

WHEREAS, While Black History Month initially began as Negro History Week, it is vital to continue to learn about and to celebrate the outstanding yet often overlooked contributions and achievements of the strong community of Black people throughout each year; and

WHEREAS, The City of Avondale recognizes the enrichments of African Americans to the West Valley's rich heritage, seeing success through the many impressions of those who came before us and those who live here now. We celebrate our City's diversity recognizing we must work to extend the American Dream to Black people in our City as we Make Lives Better for all; and

NOW THEREFORE, Mayor and Council of the City of Avondale, Arizona, do hereby proclaim February 2025 as Black History Month in Avondale and urge all residents to celebrate the rich heritage, immense strength, and substantial contributions of people of African descent in our community today and everyday as we continue our efforts to support the principles of freedom and equality for a more just society.

Mayor Pineda	Vice Mayor Nielson	Councilmember Conde
Councilmember Garcia	Councilmember Solorio	Councilmember Weise
Councilmember White	Attest:	City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 2.d.

SUBJECT: National Children's Alliance Reaccreditation of the Southwest Family Advocacy Center Recognition

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety- Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources. The Southwest Family Advocacy Center provides services to crime victims in the cities of Avondale, Buckeye, Goodyear, and the Maricopa County Sheriff's Office jurisdiction in the West Valley. The one-stop advocacy center model provides comprehensive services that are victim-centered and trauma-informed and enables a crime victim to tell their story once, thus decreasing the level of trauma and beginning the healing process. The National Children's Alliance (NCA) accreditation provides standards, support, advocacy, funding, quality assurance and leadership, therefore, maximizing services to our communities.

PURPOSE:
City Council will receive information regarding the Southwest Family Advocacy Center's recent reaccreditation through the National Children's Alliance (NCA). This item is for discussion only.

BACKGROUND:
The National Children's Alliance (NCA) is a national association and accrediting body that provides support, advocacy, funding, quality assurance and leadership for child advocacy centers across the United States. The NCA is the only national accreditation for child advocacy centers and provides evidence-based practices to streamline the process for services provided to child abuse victims.

The Southwest Family Advocacy Center was first accredited in 2013. It was reaccredited in 2018 and submitted for a second accreditation in 2024.

DISCUSSION:

The National Children's Alliance (NCA) Accreditation is based on an agency's compliance with 10 core standards and 110 components. To achieve accreditation, an agency must comply with all standards to meet the requirement for accreditation and re-accreditation.
"The Standards help ensure that all children across the U.S. served by Children's Advocacy Centers receive consistent evidence-based and evidence-supported interventions that help them pursue safety, healing, and justice" and serve as a "roadmap" for advocacy centers as they develop and improve their service delivery.

On November 21, 2024, the Southwest Family Advocacy Center partners met with site accreditors from the National Children's Alliance, including staff, detectives, Chiefs of Police, Friends of SWFAC Board members, medical personnel from Honor Health and Phoenix Children's Hospital and the Maricopa County Attorney's Office sex and family violence prosecutors. Auditors toured the center and were provided with information regarding the data management system, the financial system, and other processes for the facility. On December 13, the site auditors submitted a report to the National Children's Alliance recommending the Southwest Family Advocacy Center for reaccreditation.

Currently, there are 961 accredited, associated developing, affiliate and satellite child advocacy centers in the United States. Full-membership accreditation makes up about 8% of the total number of child advocacy centers in the United States. The Southwest Family Advocacy Center is one of two centers in Maricopa County that is fully accredited by the National Children's Alliance. Advocacy centers must repeat the review process every 5 years to stay in compliance with NCA guidelines.

BUDGET IMPACT:
None

RECOMMENDATION:
This item is for information and discussion only.

Contact person for document distribution: *Memo Espinoza, Chief of Police*

CITY COUNCIL REPORT

ITEM NUMBER: 2.e.

SUBJECT: Holiday School Spirit Food Drive Awards Presentation

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director

THROUGH: Tracy Stevens (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values. The Annual Holiday School Spirit Food Drive and its participating schools help to create a sense of pride and community by caring for those in need.

PURPOSE:
City Council will recognize schools that participated in the 2024 Holiday School Spirit Food Drive and provide special recognition to the schools that generated the greatest amount of food to support the community. This item is for discussion only.

BACKGROUND:
The Holiday School Spirit Food Drive was created in 2008 to address the overwhelming demand that local food banks experience during the holidays. The concept was to establish a competition sponsored by the Avondale Youth Advisory Commission and challenge students to address a critical need. Since its inception in 2008, the food drive has generated over 155,000 lbs of food.

DISCUSSION:
The Neighborhood and Family Services Department - Youth and Community Engagement Division and Avondale Youth Advisory Commission partnered with 9 local schools in Avondale for the Annual School Spirit Holiday Food Drive. The food drive took place from November 4 - December 6, 2024 to benefit Avondale residents through the St. Mary's Food Bank. The food drive generated 6,040 pounds of food, which equates to 5,033 meals provided to those in need. Avondale schools and students will be recognized for their kindness, generosity and school spirit.

BUDGET IMPACT:
None

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: *Christopher Lopez, Edith Baltierrez, Donna Gardner*

CITY COUNCIL REPORT

ITEM NUMBER: 2.f.

SUBJECT: Exceptional Student of Avondale Recognition (Avi Star Student)

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director

THROUGH: Tracy Stevens, Assistant City Manager (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

PURPOSE:
City Council will recognize Avondale students from schools located in Avondale for their character and achievement. This item is for discussion only.

BACKGROUND:
The Avi Star Student recognition goes to an Avondale student(s) who are to be recognized for their achievements. The achievement may be academic, extracurricular or personal and highlights the impact the student has made for themselves, their family, school, or community.

DISCUSSION:
Avondale students will be recognized for their character and achievement.

BUDGET IMPACT:
None

RECOMMENDATION:
This item is for information and discussion only.

Contact person for document distribution: Christopher Lopez; Edith Baltierrez; Donna Gardner

CITY COUNCIL REPORT

ITEM NUMBER: 2.g.

SUBJECT: Avondale Ambassador Program Introduction

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Aneyssa Romo, Sr. Management Analyst

THROUGH: Tracy Stevens, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

PURPOSE:
The Avondale Ambassador Program will be presented and the inaugural participants will be recognized for their participation in the program. This item is for discussion only.

BACKGROUND:
This year-long program mobilizes residents to serve as city ambassadors by providing them with the opportunity to learn about new city programs, services, and events while empowering them to show others what Avondale has to offer. Through sharing information and volunteering in the community, Avondale Ambassadors will help support a safe, vibrant, and welcoming environment. Avondale Ambassadors will engage with other residents and stakeholders at City-sponsored events, attend city council and boards and commissions meetings, and attend quarterly Ambassador meetings where they can learn about high-priority city projects.

DISCUSSION:
The Mayor, Vice Mayor, and City Council will recognize the participants of the Avondale Ambassador Program for demonstration of civic engagement through participation in the program.

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDATION:
This item is for information only.

Contact person for document distribution:

CITY COUNCIL REPORT

ITEM NUMBER: 4.a.

SUBJECT: Memorandum of Understanding for Fiscal Year 2023 Assistance to Firefighters Grant Regional Grant Award

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Larry Rooney, Fire Chief

THROUGH: Dale Nannenga, Deputy City Manager, (623) 333-1017

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

PURPOSE:
Staff is requesting that the City Council approve the Memorandum of Understanding (MOU) between the City of Glendale as the Host, the Arizona Fire & Medical Authority, and the Cities of Avondale, Buckeye, Goodyear, Peoria, Surprise, Tolleson, Sun City Fire District, and Daisy Mountain Fire District and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action. This MOU will allow for training for each partner city and fire district by the Host. The City of Avondale will be allocated the amount of $138,964.89 in grant funds from the Federal Emergency Management Authority (FEMA) with a required 15% match, in the amount of $20,844.73.

BACKGROUND:
The City of Avondale Fire and Medical department is committed to effectively training our sworn personnel in all aspects of requirements of the National Fire Protection Agency (NFPA) and industry best practices. This grant will allow for personnel to be trained in Fire Instructor I and Fire Officer I & II and leadership for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. This grant will allow for over $11,700 in backfill staffing to allow for training for each firefighter.

DISCUSSION:
The City of Avondale Fire and Medical budgets for training each year and the certifications offered through this grant are typically available for up to two members on an annual basis. The cost of backfill as well as training to keep our first responders available for calls to the community, the impact to the budget is a much greater ask. This grant will allow training enhancements for all Fire and Medical department members and affords the City will continuous service to the community.

BUDGET IMPACT:

Acceptance of this grant will require a transfer of appropriation from grant contingency for the grant funds, as well as a transfer from General Fund contingency for the 15% match.

RECOMMENDATION:

Staff recommends that the City Council approve the Memorandum of Understanding (MOU) between the City of Glendale as the Host, the Arizona Fire & Medical Authority, and the Cities of Avondale, Buckeye, Goodyear, Peoria, Surprise, Tolleson, Sun City Fire District, and Daisy Mountain Fire District. and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The City of Avondale will be allocated the amount of $138,964.89 in grant funds from the Federal Emergency Management Authority (FEMA) with a required 15% match, in the amount of $20,844.73.

Contact person for document distribution:

MEMORANDUM OF UNDERSTANDING (MOU)
FY 2023 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) REGIONAL GRANT AWARD
Application ID: EMW-2023-FG-06309

HOST – CONTRACTUAL AND PERSONNEL COSTS

	Federal Share	Cost Share
CITY OF GLENDALE	$436,746.81	$65,512.02 EIN# 86-6000247

PARTNERS – FINANCIAL BREAKDOWN OF PERSONNEL COSTS

	Federal Share	Cost Share
ARIZONA FIRE & MEDICAL AUTHORITY	$337,486.17	$50,622.93 EIN# 82-1200347
CITY OF AVONDALE	$138,964.89	$20,844.73 EIN# 86-6000233
CITY OF BUCKEYE	$188,595.21	$28,289.28 EIN# 86-6000236
DAISY MOUNTAIN FIRE DISTRICT	$188,595.21	$28,289.28 EIN# 86-0628446
CITY OF GOODYEAR	$238,225.53	$35,733.83 EIN# 86-6000249
CITY OF PEORIA	$347,412.24	$52,111.84 EIN# 86-6003634
SUN CITY FIRE DISTRICT	$119,112.77	$17,866.92 EIN# 86-0409619
CITY OF SURPRISE	$307,707.98	$46,156.20 EIN# 86-6007796
CITY OF TOLLESON	$49,630.32	$7,444.55 EIN# 86-6000264

NUMBER OF STUDENTS/INSTRUCTORS WILL BE UP TO THE NUMBERS BELOW BASED ON EXPENDITURES AT CURRENT PERSONNEL RATES:

ARIZONA FIRE & MEDICAL AUTHORITY	34
CITY OF AVONDALE	14
CITY OF BUCKEYE	19
DAISY MOUNTAIN FIRE DISTRICT	19
CITY OF GLENDALE	44
CITY OF GOODYEAR	24
CITY OF PEORIA	35
SUN CITY FIRE DISTRICT	12
CITY OF SURPRISE	31
CITY OF TOLLESON	5
TOTAL STUDENTS/INSTRUCTORS:	237

HOST will be the City of Glendale Fire Department in accepting the Fiscal Year (FY) 2023 Assistance to Firefighters Grant ("AFG Grant") on behalf of itself and PARTNERS. The AFG Grant is utilized to implement NFPA 1021, Fire Instructor I and Fire Officer I&II/ Leadership for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. The total amount awarded plus the participants 15% match totals $2,705,348.73 ($11,414.97 average per firefighter).

As part of the requirement for the AFG Grant, HOST and PARTNER are required to sign all documents being provided by either the HOST Fire Chief or Authorized Representative. HOST and PARTNERS agree to their portion of the **15% match.**

The total approved budget per the grant award is $2,705,348.73, with $2,352,477.15 awarded in Federal funding and a required match contribution of non-Federal funds equal to or greater than $352,871.58. PARTNERS are required to submit a reimbursement request and associated supporting documentation to HOST for submission to FEMA. All PARTNERS will be reimbursed upon FEMA reimbursement to HOST agency.

PARTNER will pay all up front for their personnel costs and submit the required payroll reports to the HOST. The HOST will submit all required documents for FEMA reimbursement

HOST agency will pay all contractual costs up front associated with the student and or instructor. These costs include, but may not be limited to, the per student expense for course materials and testing fee from the Arizona Center for Fire Service Excellence. When a PARTNER submits all necessary payroll paperwork to the HOST for FEMA reimbursement, the HOST will submit for all pre-paid, per student contractual expense for FEMA reimbursement.

When the HOST receives approval and identified reimbursement amounts from FEMA, HOST will reimburse PARTNER.

HOST and PARTNERS acknowledge and agree that all respective activities related to the AFG Grant process and administration shall comply with federal Environmental Planning and Historic Preservation Compliance (EHP) regulations, laws, and Executive Orders as applicable, and any other requirements set forth under the AFG Grant website at https://www.fema.gov/welcome-assistance-firefighters-grant-program.

IN WITNESS WHEREOF, HOST and PARTNERS have executed this MOU as of the dates written below.

CITY OF GLENDALE

_____ Date: _____

Signature (HOST)

_____

Authorized Representative

ARIZONA FIRE & MEDICAL AUTHORITY, a subdivision of the State of Arizona

_____ Date: _____

Signature (PARTNER)

_____
Authorized Representative

CITY OF AVONDALE

_____ Date: _____
Signature (PARTNER)

_____
Authorized Representative

CITY OF BUCKEYE

_____ Date: _____
Signature (PARTNER)

_____
Authorized Representative

DAISY MOUNTAIN FIRE DISTRICT

_____ Date: _____
Signature (PARTNER)

_____
Authorized Representative

CITY OF GOODYEAR

_____ Date: _____
Signature (PARTNER)

_____
Authorized Representative

CITY OF PEORIA

_____ Date: _____
Signature (PARTNER)

_____
Authorized Representative

SUN CITY FIRE DISTRICT

_____ Date: _____
Signature (PARTNER)

_____
Authorized Representative

CITY OF SURPRISE

_____ Date: _____
Signature (PARTNER)

_____
Authorized Representative

CITY OF TOLLESON

_____ Date: _____
Signature (PARTNER)

_____
Authorized Representative

CITY COUNCIL REPORT

ITEM NUMBER: 4.b.

SUBJECT: Wired Telecommunications License and Right-of-Way Use Agreement with Cablevision Lightpath LLC

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.

PURPOSE:
City Council will consider a request to approve a new Wired Telecommunications License and Right-of-Way Use Agreement with Cablevision Lightpath, LLC, to allow the placement of fiber telecommunication infrastructure in the City right-of-way and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:
Cablevision Lightpath, LLC, provides telecommunications services used for high-speed or large corporations. Cablevision desires to install and construct fiber telecommunication infrastructure within the City's right-of-way to provide telecommunications services to businesses within the region. This is part of a currently planned project Cablevision has to install infrastructure within Avondale along with other West Valley Cities.

DISCUSSION:
This Wired Telecommunications License and Right-of-Way Use Agreement (Agreement) will:

Allow Cablevision to occupy the City right-of-way (ROW) with conduit and fiber, as well as lease fiber and telecommunication services to businesses in the West Valley.

- Allow for the possibility of the City to receive and use in-kind dark fiber from Cablevision for City purposes.
- Require Cablevision to provide as-built drawings of any conduit located within the ROW to the City electronically in a format compatible with our GIS system.

Cablevision shall be responsible for installing, operating, maintaining and repairing cable containing bundles of

multiple optical fibers within the City's ROW subject to the requirements of this Agreement. The Agreement includes performance bond and security fund requirements that must be met by Cablevision to guarantee that they observe, fulfill and perform all terms of the Agreement.

Standard insurance requirements are outlined as well. City staff is planning to work with Summit to help add to the City's fiber resources. The initial term of the agreement is five (5) years, with an automatic renewal term for up to three (3) additional five (5) year periods.

BUDGET IMPACT:

The City will charge plan review and permit fees in accordance with its current Rates and Fees Schedule and will assess an annual right-of-way use fee of $1.04 per linear foot of trench (not to exceed a 5% cap of Licensee's gross revenues) or receive in-kind dark fiber once the fiber is leased to third parties.

RECOMMENDATION:

Staff recommends that the City Council approve a new Wired Telecommunications License and Right-of-Way Use Agreement with Cablevision Lightpath, LLC, to allow the placement of fiber telecommunication infrastructure in the City right-of-way and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Kimberly Moon, Elisabeth Kahn, Jonathan Almanza, Barbara Cason*

WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT

This Wired Telecommunications License and Right-of-Way Use Agreement ("Agreement") is entered into this 1st day of December, 2024 by and between the City of Avondale, an Arizona municipal corporation ("City") and Cablevision Lightpath, LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, the City owns public street and alley right-of-way and public utility easements within the boundaries of the City of Avondale;

WHEREAS, Licensee wishes to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the City's right-of-way subject to the requirements of this Agreement;

WHEREAS, the City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of facilities within the City's boundaries pursuant to the Avondale City Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, ARIZ. REV. STAT. §§ 9-581, 9-582, and 9-583), by the City's police powers, its authority over City's public right-of-way, and its other governmental powers and authority;

WHEREAS, the City desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Licensee a license to install, operate, maintain and repair Conduit Systems and Fiber Optic Cable within the City's right-of-way;

WHEREAS, Licensee agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Licensee in the City right-of-way, and to comply with such other mapping requirements as the City may establish from time to time;

WHEREAS, Licensee will secure the appropriate licenses, encroachments and other permits required by the City for the placement of its Conduit Systems, Fiber Optic Networks, and related facilities within City Right of Way;

WHEREAS, Licensee has agreed to comply with public property use requirements that City has and may establish from time to time.

NOW THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and for other good and valuable consideration, the City hereby grants to Licensee a telecommunication license and permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

DEFINITIONS

Cable Services shall have the same meaning as defined in Chapter 4.5 of the Avondale City Code, herein incorporated by this reference. Cable Services is not a Telecommunications Service.

Conduit means pipes made of varying materials designed to protect buried Fiber Optic Cables.

Conduit System means any combination of Conduits, ducts, inner-ducts, manholes, and hand holes – all joined to form an integrated whole.

Dark Fiber means Fiber Optic Cables that have not been connected to transmission equipment or otherwise part of a Fiber Optic Network. Dark Fiber sales and leasing is not a Telecommunications Service.

Facilities means the plant, equipment, and property used in the provision of communication and Telecommunication Services and not owned by the City, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW.

Fiber Optic Cable means a cable containing bundles of optical fibers used to carry optical signals. Fiber Optic Cables may be part of a Fiber Optic Network.

Fiber Optic Network means a communication system consisting of an optical transmitter used to convert an electrical signal into an optical signal to send into an optical fiber, Fiber Optic Cables routed through Conduits and buildings, amplifiers, and an optical receiver to recover the signal as an electrical signal. A Fiber Optic Network contains Fiber Optic Cables and is used for the purpose of Telecommunications Services.

Gross Revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest in the telecommunications provider and that is derived from the Telecommunications Services provided in the area of jurisdiction. Gross revenues include all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunications Services, and any other receipts from subscribers derived from operating the telecommunications system to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental of equipment to provide Telecommunications Services, late charges, interest and sale of program guides. Gross revenues also include all income the Licensee receives from the lease of its facilities located in the public streets, roads and alleys, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the licensing authority. Gross revenues do not include revenues from fees, taxes or other fees or charges that the Licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

Right-of-Way ("ROW") means the roads, streets, highways, and alleys and all other dedicated public rights-of-way and public utility easements of the City.

Telecommunications means the transmission of information, between or among points specified by a user, of the user's choosing, without change in the form or content of the information as sent and received. Telecommunications does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, or the sale or leasing of Dark Fiber for transmission purposes.

Telecommunications Services means the offering of Telecommunications for a fee directly to the public or to such users as to be effectively available directly to the public. Telecommunications Services does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, the sale or leasing of Dark Fiber for transmission purposes, or the sale or leasing of Conduit.

AGREEMENT

1. LICENSE; TERM

1.1. License; Route. The City hereby grants to Licensee a non-exclusive, revocable license to use the designated portion of the ROW ("Route") subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all obligations required under this Agreement. Such use of the Route will be for the sole purpose of operating and maintaining a wired network as described in this Agreement. The Route will be occupied by Licensee's Conduit System, Fiber Optic Network, plant, equipment, and property used in the provision of communication and Telecommunication Services, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW (collectively, the "Licensee's Facilities") and is as reflected on the map (*i.e.* use area) in **Exhibit A**, herein incorporated by this reference. For the avoidance of doubt, under no circumstances shall the Route include any other property other than the ROW. Licensee may request modification or expansion of the Route by submitting all required permits for construction to the City. Any modifications or expansions to the Route shall be governed by the terms and conditions of this Agreement and must be approved in writing by the City in its sole discretion. Any modifications or expansions shall become part of the Route. Licensee shall not use any portion of the ROW that is abandoned by the City or removed from the City's legal boundaries or for any purpose other than that expressly stated in this Agreement.

1.2. Term; Effective Date. This Agreement is effective the date the last party signs ("Effective Date") and shall remain in effect for five (5) years from the Effective Date ("Term"), unless sooner terminated. No provision of this Agreement may be construed to grant any automatic extension, renewal, or replacement thereof.

1.2.1. Holdover. If Licensee's Facilities remain in the Route, and Licensee continues to use such Licensee's Facilities beyond the expiration of the Term, the Agreement shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed sixty (60) days

beyond the expiration of the Term, and no permits will be issued to Licensee by the City until a new license agreement has been approved by the City Council.

1.2.2. Failure by Licensee to have a valid license to use the Route or other ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the City to Licensee. If, however, Licensee has timely filed its application and is in active negotiations with the City prior to the expiration of the Agreement, the City may, in its discretion, grant, extend, or take no action on permits issued to Licensee prior to the expiration of the Agreement.

1.3. Renewal. The parties may extend the Term of this Agreement for up to three (3) additional five (5) year periods upon the mutual written consent of both parties. Such renewal must be made within one-hundred eighty (180) days prior to the termination of the initial Term of the Agreement. Licensee understands that the City may adopt future code amendments or fee schedules relating to use of the ROW, which may become applicable to this Agreement upon its initial or subsequent renewal. Licensee acknowledges the right of the City to adopt and implement such lawful code amendments and/or fee schedules.

1.4. Amendments. This Agreement may not be amended without the written approval of both parties, except as described herein.

1.5. No Real Property Interest. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Route is limited to the license rights created by this Agreement, which creates a revocable (subject to the terms and provisions herein), non-exclusive license in the Route. The City and Licensee do not by this instrument intend to create a lease, easement or other real property interest. Licensee shall have no real property interest in the Route or any portion of the ROW. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Route. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the Route or Licensee's use thereof.

1.6. "AS-IS" Condition. Licensee is responsible for the study and inspection of the Route to be used pursuant to this Agreement and for determining the fitness for use intended by Licensee. The City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Route and the ROW. Licensee accepts the Route and ROW in "AS-IS" condition, without representation or warranty of any kind by the City, its officers, agents, or employees, and subject to all applicable laws governing the use of the Route for the permitted uses allowed by this Agreement.

1.7. Mapping Requirement. Licensee shall maintain as-built drawings of Licensee's Facilities located within the Route and furnish a copy to the City using as-builts in pdf and AutoCAD.

Upon completion of new or relocation construction of Licensee's Facilities in the Route, Licensee shall create and maintain precise, up-to-date maps of any of Licensee's Facilities and the Route using as-builts in pdf and AutoCAD and will make this information available to the City at least annually, or upon request of the City. The information provided by Licensee under this Section will be accurate to the best of Licensee's knowledge. Licensee shall make every reasonable effort to provide accurate and useful information, and the City acknowledges that the information will be provided on an "as-is" and "as-available" basis.

1.8. Dark Fiber and Other uses. To the extent Licensee occupies the ROW with empty Conduit and/or Dark Fiber and/or uses the ROW to provide interstate services other than Telecommunication Services as defined by ARIZ. REV. STAT § 9-581, such use or occupation of the ROW is subject to the terms and conditions of this Agreement and any applicable fees, permits, and laws.

1.9. Cable System. If Licensee obtains or seeks federal, state, or local approval to provide Cable Services over Licensee's Facilities within the City, this Agreement shall remain in effect according to its terms, and Licensee shall continue to pay any fee required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise. This Agreement does not allow Licensee to provide any type of video programming or other programming or transmission within the City that may be subject to a cable television license or franchise within the City's boundaries.

1.9.1. Licensee shall not use Licensee's Facilities to provide Cable Services, cable television, or for open video service without the proper formal authorization by the City in separate agreements.

1.9.2. Licensee may enter into User Contracts, as defined in Section 3.8, to allow third-parties to use Licensee's Facilities for Cable Services, cable television, or for open video service only if the third-party has already entered into the proper agreements with the City that allows the third-party to conduct such activities.

2. USE OF THE ROW; PERMITS

2.1. Maintenance of Licensee's Facilities. Licensee shall be solely responsible for all maintenance, repair, and provision of all utilities for Licensee's Facilities under this Agreement. Licensee shall at all times repair and maintain Licensee's Facilities and the Route at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding the best industry practices.

2.2. Liability for Licensee's Work. For purposes of this Agreement, whenever work is done in the ROW or adjacent to the ROW as part of any work Licensee is performing in the ROW, Licensee agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all persons, firms, partnerships, corporations, associations or other organization, or a combination of any of them, including any subcontractor hired and/ or used by Licensee, that performs services or provides goods relating to this Agreement and that the obligations of this Agreement are imposed on both Licensee and any of Licensee's

contractors (and any subcontractors used thereunder), who will be considered Licensee's representatives and for whom Licensee will be responsible.

2.3. Licensee shall ensure that Licensee and its employees, agents, contractors, and representatives comply with all ROW use requirements, including, but not limited to, the following:

2.3.1. Licensee shall ensure that Licensee's Facilities are constructed, installed, operated, repaired, and/or maintained in accordance with the Avondale City Code and established practices with respect to the ROW, including, but not limited to, obtaining the proper permits prior to commencing any work and following all terms and conditions of such permits.

2.3.2. Licensee's use of the ROW shall be according to plans approved by the City Engineer, provided that such approval of plans shall not be unreasonably withheld or delayed.

2.3.3. Licensee's Facilities to be constructed, installed, operated, maintained, repaired, upgraded, and/or removed shall be located or relocated as to interfere as little as possible with traffic or other authorized uses within the ROW. Any phases of construction and/or installation relating to traffic control, backfilling, compaction, paving, and/or location or relocation of Licensee's Facilities shall be subject to regulation by the City Engineer.

2.3.4. Provided such guidelines complies with State and Federal law, the City may issue reasonable policy guidelines to all licensees/permittees with Telecommunications Services and Right-of-Way Access Agreements to establish procedures for determining how to control the issuance of engineering permits to multiple licensees/permittees for the same one-mile segments of the ROW. Licensee agrees to cooperate with the City in establishing such policies with procedures established by the City Manager or their designee to coordinate the issuance of multiple engineering permits in the same one-mile segments of the ROW.

2.3.5. Licensee and its employees, agents, contractors, and representatives are subject to the City's exercise of its police, regulatory, and other powers as the City now has or may later obtain, and a license or other agreement may not waive application of the same. The City shall have continuing jurisdiction and supervision over any facilities located within or on the ROW, including, but not limited to, Licensee's Facilities. Daily administrative, supervisory, and enforcement responsibilities are hereby delegated and entrusted to the City Manager or their designee to interpret, administer, and enforce the provisions of this Agreement.

2.4. <u>Permits before Construction/Installation.</u> Licensee may not install, construct, locate, or attach any Licensee's Facilities to any property within the City, including the ROW, until Licensee has applied for and received approval for permits from the City Engineer. Licensee shall be solely responsible for any and all acts, errors, omissions, and negligence of Licensee's contractors (and any subcontractors used thereunder) who are involved in the

design, installation, construction, maintenance, repair, location, relocation, and/or any other activity involving Licensee's Facilities subject to this Agreement. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with all provisions of the Avondale City Code, including, but not limited to, off-site construction regarding streets and sidewalks and other applicable City and/or Maricopa County regulations. All rights hereunder are granted under the express condition that the City shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Licensee's use of the ROW as may be deemed best for the public interest, safety, or welfare, to the same extent that such restrictions and limitations are applied to all non-governmental occupants/users of the ROW.

2.5. Details/Specifications for Permits. Licensee shall submit all applicable permit applications together with the details, plans, and specifications for City review and approval, and pay all applicable application, review, and inspection fees, prior to any and all construction work to be performed pursuant to this Agreement.

2.6. Stipulations. Licensee and its contractors shall abide by all stipulations of all licenses and permits issued.

2.7. Permits for Relocation. If Licensee desires to change the location of any portion of Licensee's Facilities from the initial permit application(s), Licensee shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.

2.8. Criteria for Approval. The City will approve or deny applications based on the availability of space at the location(s) sought by Licensee, safety, and other considerations in accordance with the Avondale City Code, the City's practice, applicable ROW construction regulations, and other applicable laws.

2.9. Construction Standards. Any of Licensee's Facilities placed in the ROW shall be constructed using industry standard boring and trenching construction methods. Other material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, Fiber Optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Licensee and/or its contractors shall install any new Conduit and access points (e.g. manholes, pull boxes) using industry standard practices and in full compliance with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, the City's supplements to MAG, and the City's General Engineering Requirement Manual ("GER").

2.9.1. Aerial Facilities. In accordance with the GER, Licensee may place Fiber Optic Cables above ground along the Route where there are existing aerial/aboveground facilities. If such existing aerial/aboveground facilities are subsequently relocated underground, Licensee shall relocate its then-existing aerial/aboveground Fiber Optic Cables underground in those locations and locate any new Fiber Optic Cables underground in those locations.

2.10. Written Approval for Changes. Licensee shall obtain written approval from the City Engineer or their designee if Licensee desires to change any components of any Licensee's Facilities, which shall not be unreasonably withheld, delayed, or denied.

2.11. Work Restrictions/Requirements. Licensee shall comply with and ensure that its contractors comply with the City of Avondale Temporary Work Zone Traffic Management Policy ("Avondale Work Zone Policy"), as amended from time to time, herein incorporated by this reference. All of Licensee's work under this Agreement shall follow the Avondale Work Policy, which includes, but is not limited to, defined road types, allowable hours of work and holiday/event restrictions, and other work requirements and restrictions. The City will provide the Avondale Work Policy as requested and may be found on the City of Avondale website.

2.12. Right to Inspect. The City shall have the right, but not the obligation, to inspect all construction and/or installation work performed subject to the provisions of this Agreement and to make such tests as the City deems necessary to meet the City's standards, the Avondale Work Policy, the MAG Uniform Standard Specifications and Standard Details for Public Works Construction, and any and all applicable City supplements thereto.

2.13. Common Installations. Licensee shall reasonably coordinate the installation of Licensee's Facilities with other utilities and the City to accommodate opportunities for common installation. Nothing herein shall require Licensee to incur any material additional expense to accommodate common installations.

2.14. Boring; Street Openings. Although the exact placement and location of Licensee's Facilities shall be determined by the City through the permitting process, Licensee has expressed its intent and the City has expressed its desire to have such Licensee's Facilities installed outside of the paved street area whenever such location is feasible and reasonable. If Licensee intends to place Licensee's Facilities by directional boring under such streets when feasible and reasonable, said bore profiles based on vacuum pothole information shall be part of the engineered plans to be submitted to the City. Arterial streets shall not be bored, unless approved by the City Engineer in writing. In the event that a street opening in the pavement cannot be avoided, Licensee agrees to pay a fee in accordance with the City's Development Services Fee Schedule, as amended, and the Avondale Municipal Code (including, without limitation, trenching permit fees and fees for excavation in paved streets).

2.15. Dedicated Personnel. Licensee shall provide and identify a representative (e.g. project manager) who shall be the contact person for the City during any construction periods.

2.16. Adjacent Property-Owners. Licensee shall provide written notice to adjacent property-owners, or other individuals or entities having lawful control of adjoining property, of any activity by Licensee that may interfere with access to said property during all construction activities or other operations, except to the extent that this requirement of maintain access is waived in writing by the adjacent property-owner or other individual or entity having lawful control of such adjoining property. If an emergency requires activity without such written notice, Licensee shall use commercially reasonable efforts to provide timely actual

notice to the adjacent property-owner or other individual or entity having lawful control of such adjoining property. Upon request, Licensee shall promptly provide the City with the documentation of such permission from such affected property owner.

2.17. Opening/Alteration. Whenever Licensee or Licensee's contractors (and any subcontractors used thereunder) shall cause any opening or alteration to be made for any purpose in any public streets or public places the opening or alteration shall be completed and restored with due diligence within seven (7) business days following completion of Licensee's work which necessitated such opening or alteration, weather permitting. Licensee shall upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Licensee or Licensee's contractors (and any subcontractors used thereunder) to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

2.18. Restoration. After any work, installation, repair, maintenance, replacement, or relocation work performed in the Route, Licensee shall restore all disturbed areas of the Route, affected ROW, and any affected surrounding property to the same condition or better that existed immediately prior to the commencement of the installation, repair, maintenance, replacement or relocation work. Such restoration includes, but is not limited to, repairing and/or replacing to the City's standards, rules, and policies (as amended from time to time) all pavement, sidewalks, curbs, landscaping, or other City improvements that may be disturbed or damaged by Licensee's activities or work under this Agreement.

2.19. Clean; Removal of Debris. Licensee and/or its contractors shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site, the Route, and the ROW in a safe, neat, and clean condition.

2.20. Safety. Licensee and its contractors shall be solely and completely responsible for the conditions of any job site, including safety of all individuals (including employees) and property, during performance of the work. This requirement shall apply continuously and is not limited to normal working hours. The safety provisions herein shall conform to all applicable federal (including OSHA), state, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the stricter requirement shall be followed. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Licensee from compliance with these provisions.

2.21. Traffic Control. Licensee shall comply with the following traffic control requirements:

2.21.1. Licensee's traffic control shall comply with the City of Avondale Temporary Work Zone Traffic Management Policy, herein incorporated by this reference. Licensee shall follow the guidelines contained in the latest editions of the Manual on Uniform Traffic Control Devices ("MUTCD"), herein incorporated by this reference, and the City of Phoenix Traffic Barricade Manual, herein incorporated by this reference. Licensee shall additionally comply with any special provisions herein.

2.21.2. At the time of the pre-construction conference, Licensee shall designate an individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. Any entity wishing to obtain a permit to place, maintain, and/or remove temporary traffic control within the City of Avondale shall obtain an annual traffic control permit from the City per the Avondale Work Zone Policy. At the same time, the City shall designate a representative who will be responsible for ensuring that all traffic control and traffic control alterations are implemented per the traffic control specifications as defined in the approved traffic control plan.

2.21.3. Licensee shall have the full responsibility and liability for traffic control for a project. Licensee shall submit a traffic control plan ("Traffic Control Plan") to Traffic Engineering for approval – five (5) business days prior to beginning work under this Agreement. The Traffic Control Plan shall include all motor vehicles, bicyclists, and pedestrians. Licensee shall not begin construction until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of construction; otherwise, construction will cease until the Traffic Control Plan is approved. During construction it may be necessary to alter traffic control as approved by Traffic Engineering. Alterations to traffic control shall be in accordance with the Avondale Work Zone Policy, the latest edition of the MUTCD, and/or the latest edition of the City of Phoenix Traffic Barricade Manual. The most restrictive manual shall apply. Licensee shall pay any and all applicable barricade fees.

2.21.4. In the event Licensee or Licensee's contractors (and any subcontractors used thereunder) damages any traffic signal equipment, traffic signal Conduit, loop detectors, and/or circuits, Licensee shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience which is pre-approved by the City. Any damage repaired by the City will be billed to Licensee at cost.

2.21.5. Licensee shall notify all adjacent and/or affected residents and/or businesses in advance of any street, alley, sidewalk, and driveway closures per the Avondale Work Zone Policy so that they can make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

2.21.6. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Traffic Engineering.

2.22. Arizona 811. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with ARIZ. REV. STAT §§ 40-360.21 through 40-360.32 and participate as a member of Arizona 811 with the necessary records and persons to provide location service of Licensee's Facilities upon receipt of a locate call or as promptly as

possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the City Engineer.

2.23. Compliance with Laws. Licensee shall comply with all applicable laws as amended from time to time, including but not limited to, the Avondale City Code, Arizona law, and federal law in the exercise and performance of its rights and obligations under this Agreement. If it is necessary for Licensee to comply with any law or regulation of the Federal Communications Commission ("FCC") or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this Agreement, Licensee shall comply with such laws or regulations. Provided, however, no such law or regulation of the FCC or ACC shall enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

3. NON-EXCLUSIVITY; THIRD-PARTY CONTRACTS

3.1. Non-Exclusive. This Agreement is non-exclusive and nothing herein shall prevent the City from granting like or similar privileges to any other individual or entity.

3.2. City's Control of ROW. Any and all rights granted to Licensee shall be subject to the prior and continuing right of the City to use and manage the ROW exclusively or concurrently with any individuals and/or entities and to manage the City's own Conduit, Fiber Optic cables, or facilities. Any and all rights granted to Licensee shall be subject to all deeds, easements, dedications, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this Agreement shall be construed to grant, convey, create, or vest any real property interest in land to Licensee, including any fee or leasehold interest, easement, or any franchise rights. The City shall have full authority to regulate, on a non-discriminatory basis, use of the Route and the ROW and to resolve competing demands and preferences regarding use of the Route and the ROW and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, the City may take any or all of the following into account in regulating use of the Route and the ROW:

3.2.1. All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities, as defined in Section 3.6;

3.2.2. All other factors the city may consider relevant, whether or not mentioned in this Agreement; and/or

3.2.3. Differing regulatory regimes and/or laws applicable to claimed rights, public benefits, community needs, and all other factors relating to Competing Activities, as defined in Section 3.6.

3.3. Accommodate City's Activities. Nothing in this Agreement shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities and/or the ROW, and for that purpose to require Licensee, at no expense to the City, to remove, relocate, or abandon in place Licensee's Facilities in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Licensee, however

caused, because of damage, modification, alteration, or destruction of Licensee's Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of City facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

3.4. City's Rights. There is hereby reserved to the City every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance or law, and Licensee by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the City in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of the City.

3.5. Interference with Communications Operations. Licensee shall not install, operate, or allow the use of any equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the City's existing or future fire, emergency, or other communications equipment, methodology, or technology. Licensee shall be responsible to ensure compliance with this requirement by all persons using the Route through or under Licensee. If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology, or technology that causes the interference until Licensee takes corrective measures to alter the Route

3.6. Competing Activities. Licensee accepts the risk that there may exist, now or in the future, all manner of work and improvements upon the ROW ("Competing Activities"). Competing Activities include, but are not limited to, laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, or realigning, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, Conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances, (v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the ROW that the City may permit from time to time.

3.7. Subordinate Rights. Any right or privilege claimed pursuant to this Agreement by Licensee for any use of the ROW shall be subordinate to: (i) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; (ii) any prior lawful occupancy or use thereof by any other individual or entity; and (iii) any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with the property rights established independent of this Agreement. Licensee shall not obstruct, impede, disrupt, or interfere with or prevent any Competing Activities or any person or entity that has prior or subsequent rights to use the Route and/or ROW.

3.8. Third-Party Contracts. Licensee may enter into contracts with third-parties ("ROW Users") in the ordinary course of Licensee's business for use of Licensee's Facilities within the Route, subject to this Agreement. Such contracts ("User Contracts") are subject to all terms and conditions of this Agreement, including, but not limited to, the following:

3.8.1. No ROW User shall transmit data over Licensee's Fiber Optic Network, use Licensee's Facilities, or use the Route for any purpose, except under a User Contract with Licensee;

3.8.2. ROW Users shall not perform any construction, maintenance, repair, or any other work in the ROW, unless a ROW Users has a separate agreement with the City to do so; and

3.8.3. Identities of ROW Users shall be disclosed to the City, upon reasonable request, but will be deemed confidential if consistent with Arizona public records laws.

3.9. Disruption by Others. The City and its officials, agents, employees, or contractors shall not be liable to Licensee or its customers, the ROW Users, or other contractors for any service disruption or for any other harm caused to them or the Route due to Competing Activities.

3.10. Compliance with Agreement. Licensee shall cause all persons and/or entities using the ROW through or under Licensee or this Agreement to comply with all terms and conditions of this Agreement. Licensee is responsible for any and all violations of this Agreement by persons and/or entities using the ROW through or under Licensee or this Agreement.

4. **FEES**

4.1. City's Right of Fair and Reasonable Compensation. By entering into this Agreement, neither party waives any current or future rights reserved under the law or the Telecommunications Act of 1996, including, but not limited to, those rights pursuant to Section 253(c) that reserve the City's right to manage the ROW and to require fair, non-discriminatory and reasonable compensation from Licensee for use of the ROW.

4.2. Licensee's Payments. Licensee shall pay to the City each of the following separate and cumulative amounts (collectively, the "Fee Payment"):

4.2.1. An amount (the "Annual Fee Payment"), consistent with ARIZ. REV. STAT. § 9-583(C)(2), based on Licensee's (a) Facilities in the ROW that carry interstate traffic between and among Licensee's interstate points of presence, exclusive of Facilities used by the local network and the portion of the interstate network that carries intrastate calls, (b) empty Conduit that is leased/licensed, and/or (c) Dark Fiber that is leased/licensed.

4.2.2. An amount (the "Permit Fee Payment") based on Licensee's permit review and other costs as set out below.

4.2.3. An amount (the "Violation Fee Payment") based on certain breaches by Licensee of this Agreement as set out below.

4.2.4. An amount (the "Transaction Privilege Tax") based on any qualifying services under the Avondale Tax Code.

4.2.5. All other amounts required by this Agreement.

4.3. Annual Fee Payment Amount. The amount of the Annual Fee Payment shall be $1.04 per linear foot of trench in the ROW.

4.3.1. On each annual anniversary of the Effective Date, Licensee will report to the City the amount of linear feet of trench installed in the ROW or on other City-owned property. The Annual Fee Payment for the coming year is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.6 for the year of payment, by the linear footage of trench installed in the ROW or on other City-owned property. The City must receive the Annual Fee Payment before the City will issue any new encroachment permits for additional Facilities or equipment in the ROW or other City-owned property.

4.3.2. The Annual Fee Payment shall be adjusted annually as set forth in this Section. Commencing on the first anniversary of the Commencement Date (being the start of Year 2), and during the Term on each annual anniversary thereafter, the adjusted fee payment amount shall be the Annual Fee Payment established for the immediately preceding Year as increased by the percentage increase, if any, in the CPI-U (as defined below) from the Base Year 1st Half (as defined below) to the Current Year 1st Half (as defined below). The "CPI-U" means the Consumer Price Index, All Items, for All Urban Consumer, Phoenix Area, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau").

4.3.3. In the event Licensee cancels or returns a permit and does not construct or install the Licensee's Facilities approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual Fee Payment or may be refunded to Licensee by the City.

4.3.4. Notwithstanding the above, the City and Licensee agree that the Annual Fee Payment shall not be greater than an amount equal to five percent (5%) of Licensee's Gross Revenues during each computation period for the Annual Fee Payment; however, such 5% annual cap shall only apply once Licensee has paying customers in the Route which are deemed Gross Revenues. Until Licensee has such paying customers that would be deemed Gross Revenues under this Agreement, Licensee will be subject to the Annual Fee Payment in full with no cap. If at any time Licensee no longer has paying customers or otherwise does not receive any Gross Revenues subject to the 5% cap, the Annual Fee Payment shall resume with no cap until such a time that Licensee again has applicable paying customers. The City shall have the right, at any time, to require written documentation to show that

Licensee obtains paying customers; Licensee shall promptly comply with providing such documentation.

4.3.5. Notwithstanding the above, the City and Licensee may make an in-kind exchange in connection with the Annual Fee Payment, with the Licensee installing City Conduit or fiber at specific locations at the City's election.

4.4. Appropriate Taxes. Licensee shall pay any applicable city, county and state transaction privilege and use taxes. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to this Section.

4.5. Permit Fee Payment Amount. Licensee shall pay all applicable construction permit fees, including, but not limited to, charges for encroachment permit applications, issuance, inspection, testing, plan review, and any other fees adopted by the City and applicable to persons doing work or encroaching in the ROW.

4.6. Adjustments. All fixed dollar amounts stated in this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPl-U), Phoenix Area, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index"). The amount of each adjusted amount shall be calculated as described in Section 4.3.2; provided, that in no event shall any amount be adjusted downward from any previous period. If the Cost of Living Index has not been published on any adjustment date, the City shall have the right to estimate the Cost of Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost of Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by the City in the City's reasonable discretion. Any delayed adjustment shall be effective retroactively.

4.7. Fee Payment Cumulative. All items of Fee Payment shall be cumulative and separate from each other.

4.8. Fee Payment Schedule. Except as specifically provided elsewhere for Violation Fee Payment, Licensee shall pay all Fee Payment on the following schedule:

4.8.1. Licensee shall pay Annual Fee Payment by the anniversary date of each year of this Agreement.

4.8.2. Licensee shall pay Permit Fee Payment at the times and in the amounts specified by the City's normal processes for permitting, including, but not limited to, construction permits, encroachments, issuances, inspections, testing, plan review, and other processes applicable to persons doing work or encroaching in the ROW.

4.8.3. All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee

Payment for the first calendar quarter of a year shall be payable on or before April 30.

4.9. Fee Payment Amount Report. Each installment of Fee Payment by Licensee, other than Permit Fee Payment, shall include a report showing the manner in which each component of the Fee Payment was calculated. The report shall summarize the transactions giving rise to the License Fee Payment.

4.10. Damage Fees. Licensee shall pay all reasonable costs associated with any damage caused by Licensee or its subcontractors, employees, or agents to the ROW or other public property.

4.11. Violation Fee Payment. During the Term of this Agreement, the City may suffer certain money damages in the form of administrative cost and inconvenience, disharmony among Competing Activities, and general inconvenience in ROW use by the City, Competing Activities, and the public as a result of an uncured violation of this Agreement by Licensee ("Inconvenience Costs"). Assessing the actual damages for these Inconvenience Costs may be impracticable to determine. In lieu of paying the actual damages for these Inconvenience Costs, the City may assess Violation Fee Payments against Licensee to cover the damages that caused the Inconvenience Costs and is as described in Section 4.11.1. The Violation Fee Payments will be assessed with the processes described in Section 4.11.2. The Violation Fee Payments are only intended to remedy the Inconvenience Costs that the City suffers. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in any way the City's obtaining any other legal or equitable remedy provided by this Agreement or otherwise for such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment. Provided however, that if the City determines to exercise any other legal or equitable remedy provided by this Agreement or otherwise, City may not, in addition to such remedy, assess a Violation Fee Payment. Except for any failure to properly restore the public ROW under 4.11.1.1, or other violation of this Agreement by Licensee that in the City's sole determination may impact the health, safety, or welfare of the public, City shall use reasonable efforts to notify Licensee of any violation of this Agreement and permit Licensee an opportunity to cure such violation in accordance with the applicable cure period in this Agreement or as otherwise agreed by City.

4.11.1. The Violation Fee Payments per calendar day or part thereof are as follows:

4.11.1.1. The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after the City's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.

4.11.1.2. Following a ten (10) day notice to cure, the amount of Two Hundred Fifty Dollars ($250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.

4.11.1.3. The amount of Five Thousand Dollars ($5,000.00) for any unauthorized partial or total assignment of this Agreement.

4.11.1.4. The amount of Five Hundred Dollars ($500.00) per instance of any other action or non-action by the Licensee in violation of this Agreement that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.

4.11.2. Process for assess a Violation Fee Payment:

4.11.2.1. If the City determines that Licensee is liable for Violation Fee Payment, then the City shall issue to Licensee a notice of the City's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment.

4.11.2.2. Licensee shall pay the Violation Fee Payment within ten (10) calendar days after the City's notice. The following shall apply for any Violation Fee Payment:

4.11.2.3. Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance.

4.11.2.4. If Licensee fails to respond to the notice, Licensee shall pay the Violation Fee Payment.

4.11.3. Except as may be expressly stated in this Section 4, no cure period applies to the accrual of Violation Fee Payment.

4.11.4. Licensee may elect to draw upon the letter of credit to collect the Violation Fee Payment

4.12. Deadlines for Annual Fees. For any annual payment(s) owed, Licensee shall make such payment(s) to the City within ten (10) business days of the Effective Date and by the anniversary of the Effective Date for the duration of the Term.

4.13. Late Fees. Licensee agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, Licensee shall pay interest on the amounts owed at the rate of one percent (1%) per month.

4.14. Requirement of Insurance, Performance Bond, and Letter of Credit. Prior to any work being performed in the ROW, Licensee shall secure all requirements in this Agreement and provide the City with all insurance requirements prior to the commencement of any work, including, but not limited to, all certificates of insurance required by this Agreement.

4.15. Performance Bond or Letter of Credit.

4.15.1. Prior to receiving any permit to construct, install, maintain or perform any work under this Agreement, Licensee shall either:

4.15.1.1. cause to be filed and maintain until completion of the construction, a faithful performance bond in favor of City in the sum of One Hundred Thousand Dollars ($100,000.00) or 125% of the amount of the construction costs (whichever is greater) to guarantee that Licensee shall observe, fulfill and perform each and every term of this Agreement. In case of any breach of any condition of this Agreement, any amount of the sum of the bond, up to the whole thereof, may be forfeited to compensate the City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Licensee, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. The City and Licensee agree that the process and procedure for drawing upon, curing, and replenishing the performance bond shall be the same as set forth below for the security fund;

4.15.1.2. or, as alternative to Section 4.15.1.1, provide either a cash deposit into a suitable interest-bearing account, established by the City, or a domestic irrevocable standby letter of credit, in the sum of not less than One Hundred Thousand Dollars ($100,000.00) or 125% of the amount of the construction costs (whichever is greater) as security for the faithful performance by it of all the provisions of this Agreement, and compliance with all orders, permits and directions of any agency of the City having jurisdiction over its acts or defaults under the Agreement and license issued pursuant thereto, and the payment by the Licensee of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the Fiber Optic Network (the "security fund"). The City shall have the full power of withdrawal of funds from the account or letter of credit except that all interest accrued shall be payable to the Licensee on demand. No withdrawals shall be made from the security fund without the prior written approval of the City Engineer and ten (10) days' prior written notice of intent to withdraw to Licensee.

4.15.2. Within twenty (20) days after notice to Licensee that any amount has been withdrawn by the City from the security fund, Licensee shall deposit a sum of money or present to the City an additional irrevocable letter of credit sufficient to restore such security fund account to the original amount.

4.15.3. If Licensee: (i) fails, within ten (10) business days of a notice of intent to draw on the security fund, to either dispute the notice in writing or to pay the City any taxes or fees due and unpaid or any damages, costs or expenses which City shall be compelled to pay by reason of any act or default of Licensee in connection with this Agreement; or (ii) fails, within thirty (30) days of such notice of failure from the City to dispute the notice in writing, or comply with any provision of this Agreement which the City reasonably determines can be remedied by an

expenditure of funds from the security fund; the City may immediately withdraw the amount thereof from the security fund. Upon such withdrawal, the City shall notify Licensee of the amounts and date thereof.

4.15.4. The rights reserved to the City, with respect to the security fund, are in addition to all other rights of the City whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such security fund shall affect any other right City may have.

4.15.5. Licensee shall be entitled to the return of such security fund, or portion thereof, as remains on deposit at the expiration of the term of the Agreement or upon termination of the Agreement at an earlier date, provided that there is then no outstanding default on the part of the Licensee. Any funds that the City erroneously or wrongfully withdraws shall be returned to Licensee, within thirty (30) business days of such a determination.

4.16. In Kind. This Agreement does not currently require any in-kind payment to City by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee to the extent permitted by law. This subsection imposes no obligation on the City to agree to offset any fees in this Agreement or in any future agreement.

4.17. Audits. The City shall have the right to audit or otherwise inspect any and all customer contracts, subleases, sublicenses, or otherwise subcontracts, including without limitation, all ROW User agreements with Licensee, to the extent reasonably necessary to confirm compliance with this Agreement, including proper payment of all fees under this Section 4. The City may conduct such audits as often as reasonably necessary in order to justify the necessary payments, but no less than one (1) time per annual term, beginning on the Effective Date.

5. **RELOCATION**

5.1. Licensee shall relocate, at no expense to the City, any of Licensee's Facilities, or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose or any City or other governmental project whenever directed to do so by City. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the City, Licensee shall remove the designated portions of Licensee's Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Licensee shall take reasonable steps to remove Licensee's Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the City.

5.2. Licensee agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating, or reconstructing any portion of Licensee's Facilities on public property or ROW. Notwithstanding the foregoing, the City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of Licensee's Facilities. Licensee will maintain any annual permits required by the City for such maintenance and emergency repairs. Licensee will notify the City before undertaking the emergency repairs and will apply for and obtain the necessary permits in a reasonable time after notification.

5.3. If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such actual relocation costs by drawing upon the performance bond or letter of credit required pursuant to Section 4.

5.4. The City has no obligation to relocate or otherwise move Licensee's Facilities, any City-owned facilities, Conduit, or Fiber Optic Cables, ROW Users' Facilities, or any other Facilities of persons or entities lawfully using the ROW. The City shall require that third parties be responsible for relocation work of Licensee's prior existing Licensee Facilities in the ROW not necessitated by the City.

5.5. Any relocation work performed by Licensee or its contractors shall be subject to and comply with this Agreement.

6. **DAMAGE TO PUBLIC PROPERTY**

6.1. In addition to any indemnity obligation under this Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Licensee's Facilities is required or permitted hereunder, and such installation, removal, or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located thereon, therein, or thereunder, however such damage or disturbance was caused, Licensee, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. If Licensee does not repair the damage or disturbance as just described, then City shall have the option, upon ten (10) business days' prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual costs incurred by the City at City's standard rates.

6.2. Notwithstanding the notice provision above, in the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to Licensee, such reasonable and necessary work on behalf of Licensee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. The City shall provide written notice to Licensee of the repairs as soon as practicable after the work has begun. Licensee agrees that any damage to City fiber, conduit, or other property must be replaced or repaired

and restored with new or like-new materials. If the City needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from Licensee and may draw upon the performance bond and/or letter or credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Licensee as required by Section 6.3 below.

6.3. Upon the receipt of a demand for payment by the City, Licensee shall, within thirty (30) days, reimburse the City for such costs.

6.4. For any pavement cuts by Licensee, Licensee agrees to restore the pavement.

7. PENALTIES FOR VIOLATION OF TERMS

7.1. The City's Remedies. The City may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other City permits and authorizations until Licensee complies with the terms of this Agreement or any applicable law. Such City remedies are cumulative and may be pursued in the alternative. The City's remedies set forth in this Agreement are not exclusive. Except as otherwise set forth in this Agreement, election of one remedy by the City, including assessment of liquidated damages, does not preclude the use of other remedies.

7.2. Licensee's Remedies. Licensee sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for equitable or injunctive relief.

8. TERMINATION

8.1. The City Manager has the authority to terminate, subject to Licensee's right to notice and cure where provided, this Agreement consistent with this Section 8.

8.2. Immediate Termination. The City may terminate this Agreement upon thirty (30) days' notice and Licensee's failure to remedy any of the following to the reasonable satisfaction of the City:

8.2.1. Licensee ceases doing business in the City;

8.2.2. If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency");

8.2.3. Licensee fails to maintain the CC&N, once granted, in effect following any right of appeal or due process of the ACC;

8.2.4. Licensee fails to maintain any insurance required by this Agreement;

8.3. Cure of Defect; Termination. The following instances are defects in performance by Licensee shall be deemed instances of "Default" by Licensee:

8.3.1. Licensee fails to comply with the material terms and conditions of this Agreement or applicable law, including, but not limited to, failing to maintain any insurance, security fund, or performance bond;

8.3.2. Licensee fails to make payments to the City in the amounts and at the times specified in this Agreement;

8.3.3. Licensee fails to comply with the Avondale Work Policy and any other construction, design, or other related requirement under this Agreement;

8.3.4. Licensee fails to construct in the designated, approved path of the Route;

8.3.5. Licensee fails to provide the current, accurate as-built plans and maps showing the Route, including all of Licensee's Facilities in the Route; and

8.3.6. Licensee fails to obtain or maintain the required licenses, permits, or other approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.

8.4. Curing Default. The City may terminate this Agreement if Licensee does not cure the defect in performance, as listed as Section 8.3 as instances of Default, within sixty (60) days (or such longer period of time as the City determines is reasonably necessary to cure) following the City's written notice of Licensee's defective performance. Upon the occurrence of Default or at any time thereafter, the City may do any of the following:

8.4.1. Pay or perform for Licensee's account, in Licensee's name, and at Licensee's expense, any and all payments or performances required to be paid or performed by Licensee;

8.4.2. Require an additional security deposit adequate in the City's sole discretion to protect the City and the ROW in light of Licensee's history of performance under this Agreement;

8.4.3. Abate at Licensee's expense any violation of this Agreement; and/or

8.4.4. Be excused without any liability to Licensee from further performance of any and all obligations under this Agreement.

8.5. No Need to Cure. The City will not need to provide Licensee with a cure period prior to termination if the City finds the defect in performance is due to intentional misconduct, a violation of law, or is part of a pattern of repeated and persistent violations where Licensee has already had notice and an opportunity to cure.

8.6. Licensee's Termination. Licensee may terminate this Agreement by providing the City with ninety (90) days' written notice and only upon making arrangements satisfactory with the City Engineer to remove all Licensee's above ground Licensee's Facilities from public

property and the ROW, unless the City Engineer agrees in writing to allow Licensee to abandon part or all of Licensee's Facilities in place. If the City Engineer agrees to allow Licensee to abandon Licensee's Facilities in place, the ownership of such Licensee's Facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

8.7. Restoring the Route. Upon termination or revocation of this Agreement, Licensee shall cease using the Route. Licensee shall return the Route and any affected portions of the ROW or surrounding property affected by Licensee's Facilities and/or work to the same condition or better condition prior to the commencement of this Agreement, reasonable wear and tear excepted. Licensee shall remove all of Licensee's Facilities if requested by the City upon termination of this Agreement and/or revocation of the license granted herein, including, but not limited to, all above ground and subsurface portions of Licensee's Facilities.

9. GOVERNING LAW

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of Maricopa County, Arizona.

10. COMPLIANCE WITH LAWS

10.1. Compliance with ARIZ. REV. STAT § 38-511. Pursuant to ARIZ. REV. STAT § 38-511, the City may cancel this Agreement within three (3) years after execution of the Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect an employee of or a consultant to Licensee with respect to the subject matter of this Agreement. The cancellation shall be effective when Licensee receives written notice of the cancellation, unless the notice specifies a later time.

10.2. The Parties shall comply with all federal, state and local laws, codes, rules and regulations.

10.3. Compliance with ARIZ. REV. STAT. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with ARIZ. REV. STAT §35-393.01. Licensee hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

10.4. Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with ARIZ. REV. STAT. § 23-214(A). Licensee acknowledges that pursuant

to ARIZ. REV. STAT. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

11. **INDEMNIFICATION**

11.1. Licensee acknowledges that it has liability for any and all of Licensee's Facilities installed in the public ROW and in the Route, its use and/or occupation of the ROW and the Route, for any work that is done in or adjacent to the ROW and/or the Route, for any loss or liability incurred by reason of any Toxic Substance (as defined in section 19) on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s), the failure to comply with the request for information and laws pertaining to public records (as further described in section 20.9), and for its exercise of its rights under this Agreement directly or through its contractor(s), except for the intentional or solely negligent acts on the part of the City or its agents. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the City, and its officials, boards, commissions, agents, contractors, subcontractors, or employees, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including but not limited to, reasonable attorney's fees incurred through all appeals ("Claims") arising out of or alleged to have resulted from or materially related to: (i) the acts, errors, mistakes, or omissions of Licensee, its employees, representatives, or any tier of contractors and/or subcontractors or any other person for whose acts, errors, mistakes, and/or omissions Licensee may be legally liable; (ii) for any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s); (iii) the failure to comply with the request for information and laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City; and/or (iv) the City entering into this Agreement, or the acts or omissions of the City or its officials, boards, commissions, agents, contractors, subcontractors, or employees acting pursuant to or in furtherance of this Agreement. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agents, employees or representatives to fulfill Licensee's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or non-delegable duty.

11.1.1. The parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the City and provide copies of all accident reports, incident reports, statements or other documents that are relevant to the claims, demands or lawsuits or which may lead to the discovery of relevant materials or information, in the possession of the other party, its employees, representatives, contractors, and/or others.

11.2. Subject to any privilege and/or confidentiality legal protections, both parties agree to make their employees, representatives, and contractors available to the other party to gather any relevant information relating to an incident from which any claim, demand, or lawsuit arises.

11.3. It is the purpose of this Section to provide maximum indemnification to the City under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by Licensee against any and all claims, demands or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose either from City's sole negligence or intentional acts or that the City was comparatively at fault for the damages. Only in this event may Licensee then commence an action against the City for damages related to that portion judicially determined to be City's fault.

11.4. The provisions of this Section shall not be dependent or conditioned upon the validity of this Agreement, but shall be and remain a binding right and obligation of the City and Licensee, even if part or all of this Agreement is declared null and void in a legal or administrative proceeding. It is the intent of Licensee and the City upon the effective date of this Agreement that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and the City and their respective successors and assigns, if any.

11.5. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

11.6. As a condition to City's executing this Agreement, Licensee specifically agrees that to the extent any provision of this Section is not fully enforceable against Licensee for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12. **INSURANCE**

12.1. Limits of Insurance. Licensee shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercial general liability insurance against claims for bodily injury (including death) or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission or negligence of Licensee or its officers, agents, representatives, or employees during all times that this Agreement is in effect. Limits may be attained by a combination of primary and umbrella liability coverage. Licensee shall maintain limits no less than those stated herein for each type of insurance.

12.2. General Requirements. Licensee's insurance of the types and amounts required in this Section shall be from companies possessing a current A.M. Best, Inc. rating of A-VII, or better and legally authorized or permitted to do business in the State of Arizona.

12.2.1. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is

satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the City, constitute a material breach of this Agreement and may result in termination of this Agreement.

12.2.2. The insurance coverage, except workers' compensation and employer's liability, and professional liability, required by this Agreement, shall include the City, its agents, representatives, directors, officials, and employees, as additional insureds as their interest may appear, and shall specify that insurance afforded Licensee shall be primary insurance, and that any self- insured retention and/or insurance coverage carried by the City or its employees shall not contribute to the coverages provided by Licensee. This provision and the inclusion of the City as an additional insured shall not be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(ies).

12.2.3. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) for workers' compensation against the City, its representatives, officers, directors, officials and employees for any claims arising out of Licensee's acts, errors, mistakes, omissions, work or service.

12.2.4. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Licensee who shall be solely responsible for the deductible and/or self-insured retention.

12.2.5. Upon receipt of notice from its insurer(s), Licensee shall use commercially reasonable efforts to provide the City with thirty (30) days' prior written notice of cancelation of any policy required herein.

12.2.6. Upon request, Licensee shall furnish separate certificates and additional insured endorsements for each of Licensee's contractors (and any subcontractors used thereunder). All coverages for Licensee's contractors (and any subcontractors used thereunder) shall be subject to the same limits as required for Licensee.

12.2.7. The City reserves the right to periodically review said insurance limits to ensure coverage is based on market and risk requirements throughout the effective term of this Agreement.

12.3. <u>Proof of Insurance – Certificates of Insurance.</u>

12.3.1. Upon execution of this Agreement, Licensee shall furnish to the City Certificates of Insurance issued by Licensee's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates. Such Certificate(s) shall include the blanket additional insured endorsement including the City as an Additional Insured pursuant to Section 12.2.2 and shall be attached as Exhibit C to this Agreement.

12.3.2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City prior to the expiration date.

12.3.3. All Certificates of Insurance shall identify the policies in effect on behalf of Licensee, their policy period(s), and limits of liability required herein. Coverage shown on the Certificate of Insurance must coincide with the requirements in this Agreement. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this Agreement shall be sent to:

	With copy to:
City of Avondale	City of Avondale
Attn: Risk Manager	Attn: City Engineer
11465 W. Civic Center Drive	11465 W. Civic Center Drive
Avondale, AZ 85323	Avondale, AZ 85323

12.3.4. The City reserves the right to review, within at least ten (10) business days, certified redacted copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in Maricopa County, Arizona. The City shall not be obligated, however, to review same or to advise Licensee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Licensee from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Licensee's obligations under this Agreement.

12.4. Required Coverage. Such insurance shall protect Licensee from claims set forth below that may arise out of or result from the operations of Licensee under this Agreement and for which Licensee may be legally liable, whether such operations be by Licensee or by anyone directly employed by Licensee. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to: severability of interest and waiver of subrogation clauses; claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees; claims for damages insured by usual personal and advertising injury liability coverage; claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and claims involving contractual liability applicable to Licensee's obligations under the indemnification Section herein.

12.5. Commercial General Liability – Minimum Coverage Limits. Licensee shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of a Contract, the City, its agents, representatives,

officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

12.6. Worker's Compensation and Employer's Liability. If Licensee employs anyone who is required by law to be covered by workers' compensation insurance, Licensee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Licensee's employees engaged in the performance of work or services under a Contract and shall also maintain Employers' Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

12.7. Automobile Liability. Licensee shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Licensee's owned, hired and non-owned vehicles assigned to or used in the performance of the Licensee's work or services under a Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of the Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. The City reserves the right to require additional insurance coverages and/or increase any minimum coverages herein at any time with written notice to Licensee.

13. **LIMITATION OF LIABILITY**

13.1. The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers for any interference with or disruption in the operations of Licensee's Fiber Optic Network or the provision of services, or for any damages arising out of or materially related to Licensee's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

13.2. Licensee also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this Agreement.

13.3. Licensee shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent

jurisdiction that the City lacked the current statutory authority under Arizona law to issue this Agreement.

14. **WARRANTY**

14.1. The issuance of a license, permit or other authorization by the City is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.

14.2. LICENSEE ACKNOWLEDGES AND AGREES THAT CITY DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY THE ROW SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

15. **SURVIVAL OF LIABILITY**

All obligations of Licensee and the City hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement.

16. **PUBLIC EMERGENCY**

16.1. The City shall have the right, because of a public emergency, to sever, disrupt, relocate, remove, tear out, dig-up or otherwise damage and/or destroy Licensee's Facilities of without any prior notice to Licensee, if the action is deemed reasonably necessary by either the City Manager, Fire Chief, Police Chief, City Engineer, Public Works Director, or their designees. In such event, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), or Licensee's customers for any harm so caused to them or Licensee's Facilities. To the extent possible under the circumstances, City will consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Fiber Optic Networks. City shall inform Licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of Licensee's Facilities damaged pursuant to any such action taken by City related to the public emergency.

16.2. If any of Licensee's Facilities or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, or to City's ability to safely and conveniently operate the ROW or perform City's utility, public safety, and/or other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with the City's request to secure the route area, and otherwise cooperate with the City at no expense to the City to remove any such hazard or impediment.

16.3. In the event of a public emergency, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), Licensee's customers, or other third parties for any harm so caused to them by

the reasonable actions of the City or its agents, contractors or employees in reasonably responding to such public emergency. Where possible, the City will consult with Licensee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or Licensee's Facilities involved.

17. **NOTICE**

17.1. All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, addressed as follows:

THE CITY
City of Avondale
Attn: City Engineer
11465 W. Civic Center Drive
Avondale, AZ 85374
Phone: (623) 222-6150
Fax: (623) 222-6001

LICENSEE
Cablevision Lightpath, LLC
Nat Tafuri, VP Construction
1111 Stewart Avenue
Bethpage, NY 117
Tel: (303) 475-0956

With copy to:
Avondale City Attorney's Office
Attn: City Attorney
11465 W. Civic Center Drive
Avondale, AZ 85323
Phone: (623) 222-1120
Fax: (623)-222-1101

17.2. Notices shall be deemed sufficiently given and served upon the other party the first business day after deposit if sent by private delivery systems and the fifth business day after deposit in U.S. Mail.

17.3. Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above. Licensee shall notify the City within ten (10) business days of any change in mailing address.

18. **TRANSFERABILITY OF LICENSE**

18.1. This Agreement is personal to Licensee and therefore the rights, privileges and license granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Licensee, either by act of Licensee or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Licensee shall seek the consent of the

City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the rights of the City under the Avondale Municipal Code or this Agreement, whether arising before or after the date of transfer.

18.2. The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Licensee.

18.3. Nothing in this Section shall be deemed to prohibit a pledge or, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of the Licensee. The lender may not transfer or change control of the Agreement without submitting the change to the City for consent under this Section. If the lender does continue operation on any basis at any time, it shall be subject to all provisions of the Agreement. No later than three (3) years after assumption of control by the lender, the lender shall apply to the City for the right to continue assumption of control or to transfer the Agreement. Application by the lender for approval of such assumption of control or transfer shall be subject to all provisions set forth herein on consent by the City Council and approval shall not be unreasonably denied or delayed. A "lender" as discussed herein does not include a Licensee, person or corporation or other entity that operates cable television systems or Telecommunications Services as a principal or important business. This Section is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the Agreement without City Council review and approval.

18.4. Any transfer without City's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this Agreement. The City may, in its sole discretion and in addition to all other lawful remedies available to the City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Licensee and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive the City's consent. Notwithstanding, the above, transfer or assignment to Licensee's financially viable parent, subsidiary, successor (including the surviving entity in the event of a merger of Licensee), or affiliate under common control, shall not require consent and shall be effective upon written notice to the City.

18.5. A change in the direct or indirect ownership of Licensee, where the License remains with Licensee, is not a transfer or assignment under this Section 18.

19. **HAZARDOUS SUBSTANCES**

19.1. Licensee's and its contractors' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental

Response Compensation and Liability Act 42 U.S.C. §§ 9601, et. seq., the Arizona Hazardous Waste Management Act, ARIZ. REV. STAT §§ 49-901, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq., or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

19.1.1. Licensee and/or its contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

19.1.1.1. Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery; or

19.1.1.2. Electric backup batteries.

19.1.2. Licensee and/or its contractors shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by the City.

19.1.3. Licensee and/or its contractors shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

19.1.4. Licensee and/or its contractors shall immediately notify the City of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee's contractors (and any subcontractors used thereunder) and/or any other persons using the ROW under this Agreement did not do any of the following:

19.1.4.1. Participate in the Toxic Substance coming to the ROW;

19.1.4.2. Fail to immediately report the Toxic Substance to the City;

19.1.4.3. Knowingly participate in spreading or otherwise disturbing the Toxic Substance; or

19.1.4.4. Knowingly exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

19.1.5. Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

19.1.6. Within twenty-four (24) hours after any violation by Licensee and/or by its contractors of this Agreement pertaining to Toxic Substances, Licensee shall give the City notice reporting such violation.

19.1.7. Licensee shall be available to staff employees of any City department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of Licensee's Facilities. The City may contact by telephone the network control center operator at the following phone number 866-236-2824 regarding such problems or complaints, and may use that number in order to reach Licensee at any time for any emergency matter. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Licensee will immediately notify the City if there is a change in the telephone number listed in this Section.

20. **MISCELLANEOUS**

20.1. Complete Agreement. This Agreement, including all Exhibits which are attached, are hereby incorporated into this Agreement and all of which constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

20.2. Validity. Licensee shall acknowledge that as a condition of acceptance of this Agreement, Licensee was required to be represented throughout the negotiations of the Agreement by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding this Agreement. Licensee has reviewed City's authority to execute and enforce this Agreement and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of the City to execute this Agreement and to enforce the terms herein.

20.3. Partial Invalidity. If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable, or preempted. Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the City did not have the authority to issue a license to Licensee under ARIZ. REV. STAT § 9-581 to § 9-583, as amended or succeeded, then this Agreement shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written

notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this Agreement except for conditions relating to the term of the Agreement and the right of termination. If this Agreement shall be considered a revocable permit as provided herein, Licensee acknowledges the authority of the City Council to issue a revocable permit and the power to revoke as provided therein.

20.4. Time of Essence. Time is of the essence in each and every provision of this Agreement.

20.5. Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement and the parties may agree in writing to amend this Agreement to address such invalid or unenforceable provisions; however, if the parties disagree as to the validity or enforceability of such provisions, the Agreement will not be affected to the extent of such disagreement until a court of competent jurisdiction determines otherwise or the parties later agree in writing. In the event either party seeks such judicial declaration or interpretation of any provision herein, neither party will be liable for the other party's attorney's fees, regardless of which party is deemed the successful party.

20.6. Headings. The headings contained herein are for convenience only and not intended to define or limit the scope of any provision of this Agreement.

20.7. No Partnership. Each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other under this Agreement.

20.8. No Third-Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. The City shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.

20.9. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Licensee acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Licensee understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Licensee, the City agrees to provide Licensee with notice of that request. Within ten (10) days of such notice (which shall reference the 10-day requirement), Licensee must inform the City in writing of any objection by Licensee to the disclosure of the requested information. Failure by Licensee to object timely will waive Licensee's ability to object under this section and will waive any remedy against the City for disclosure. In the event Licensee objects to disclosure within the time specified, Licensee agrees to handle all aspects related to the request including properly communicating with

the requestor and timely responding with information. This provision will survive the termination of this Agreement.

20.10. Force Majeure. With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Licensee, such violation or non-compliance shall be excused where such violation or non- compliance is the result of acts of God; war; terrorist attack; civil disturbance, strike or other labor unrest; plague; pandemics; epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or other public health crisis, including without limitation, quarantine or other employee restrictions; or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.

20.10.1. Government Directives. Any delay or nonperformance of any provision of or obligation under this Agreement caused by a federal, state, and/or local directive, order, or similar requirement, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this Agreement or any portion thereof, provided that one party has provided the other party with at least seventy-two (72) hours' written notice of such delay or nonperformance.

20.11. Attorneys' Fees. Except as described herein, in the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

20.12. Non-Waiver. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

20.13. Recitals. The Recitals set forth above are hereby incorporated by this reference, as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

City of Avondale	**Licensee: Cablevision Lightpath, LLC**
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT A – The Route Map/Use Area

See Exhibit A
to
Licensee Application
Submitted to the City on or about October 7, 2024

CITY COUNCIL REPORT

ITEM NUMBER: 4.c.

SUBJECT: Resolution 1004-0225 - Parks, Recreation & Libraries Master Plan

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation & Libraries Director

THROUGH: Tracy Stevens, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
Creative and Sustainable Community Development

PURPOSE:
City Council will consider a request to adopt Resolution 1004-0225, approving the Parks, Recreation & Libraries Master Plan and authorizing the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The Parks, Recreation & Libraries Master Plan has been developed by BerryDunn Local Government Practice Group and the plan is essential to ensure the community's growing and evolving needs are met in a thoughtful, sustainable way. It serves as a strategic blueprint, guiding resource allocation, enhancing services, facility improvements, and program development to enrich the lives of residents and support a high quality of life. Through this plan, Avondale can prioritize community values, adapt to demographic changes, and create vibrant, accessible spaces that foster health, inclusivity, and connection.

Overall, this 10-year plan is designed to ensure that Avondale's spaces and services address both current and future needs, while improving the well-being of the community.

DISCUSSION:
Guided by the City of Avondale's vision and mission, this Master Plan serves as a strategic roadmap for guiding future parks, recreation, and library services in Avondale. This comprehensive and visionary planning process aligns community and organization priorities to focus services, experiences, and sustainable development of spaces.

The department's strategic planning efforts have identified four focus areas:

- Produce Outstanding Customer Experiences
- Deliver Dynamic Services

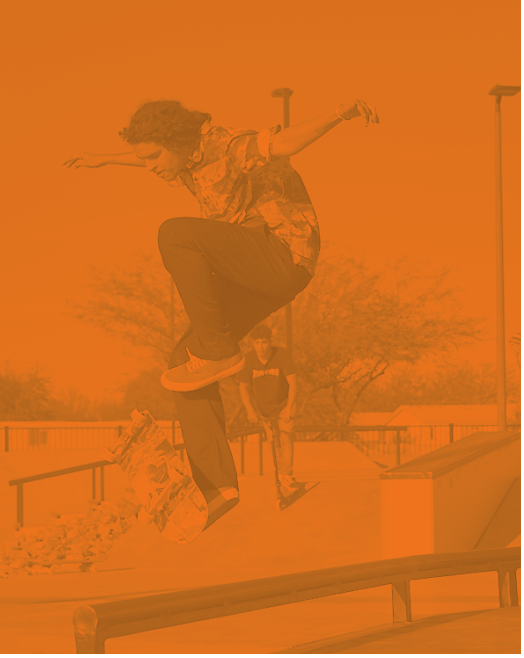
- Provide Safe Places to Play and Connect
- Plan for Growth and Achievement

With these focus areas, Avondale further commits to a thriving quality of life through parks, recreation, and library services that evolve in step with the diverse needs of the community.

BUDGET IMPACT:
Not applicable

RECOMMENDATION:
Staff recommends that the City Council adopt the resolution approving the Parks, Recreation & Libraries Master Plan.

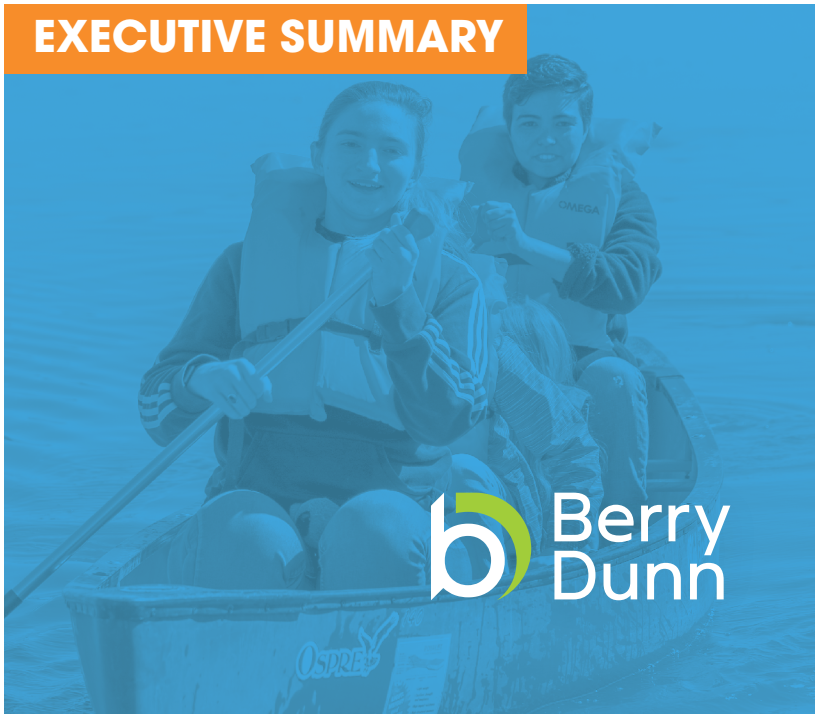
Contact person for document distribution: *Corey Larriva, Parks, Recreation & Libraries Director*
Stacy Swainston, Parks, Recreation & Libraries Assistant Director



Avondale

PARKS, RECREATION & LIBRARIES MASTER PLAN

EXECUTIVE SUMMARY



Berry Dunn

Acknowledgments

Avondale's guiding principle is "Making Lives Better". The Avondale Parks and Recreation Department brings this promise to life through safe and welcoming parks, diverse recreational offerings, and engaging community events that bring neighbors together and foster a sense of unity and pride. The success in creating an enriching, vibrant community would not be possible without the strong support and dedication of the Avondale City Council. Through their guidance, leadership, and visionary outlook, they have shaped a path forward that prioritizes the well-being and happiness of every resident. The City Council's investment in creating opportunities for growth and connection empowers staff to reach new heights in serving the community.

The Avondale City Council's Strategic Plan identifies diverse recreation and entertainment opportunities as an essential element of service delivery to its community. With the ongoing support of the Avondale City Council and the shared efforts of the Avondale community, we are building a brighter future and enhancing the quality of life for all who call Avondale home.

COMMUNITY

We acknowledge and appreciate the many Avondale community members who participated in our surveys, meetings, and other public outreach efforts. A special thank you to the Avondale neighborhoods and businesses that hosted efforts to gather public feedback on the future of fun in our community. We also wish to thank the staff who spent countless hours compiling information, providing feedback, and coordinating efforts to make this PRLD master plan possible.

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VICE MAYOR

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Contents

EXECUTIVE SUMMARY 4

Vision 4

Mission 4

FOCUS AREAS 5

Produce Outstanding Customer Experiences 6

Deliver Dynamic Services 6

Provide Safe Places to Play & Connect 6

Plan for Growth & Achievement 6

ORGANIZATIONAL ECOSYSTEM 7

Demographic Assessment 7

The City of Avondale Lifestyle 7

Department Financial Conditions 8

Recreation Trends 9

Comparative Analysis Findings 10

Community Needs Assessment 11

Engagement Summary 11

Community Priorities 12

LEVEL OF SERVICE ASSESSMENT 13

Parks and Facilities Walkability Analysis 13

Indoor Facilities 15

Programs Assessment 16

Organizational Assessment 17

Key Findings 17

RECOMMENDATIONS 18

Executive Summary

Guided by the City of Avondale's vision and mission, this Master Plan serves as a strategic roadmap for guiding future parks, recreation, and library services in Avondale.

This comprehensive and visionary planning process aligns community and organization priorities to focus services, experiences, and sustainabile development of spaces. By strategically maximizing resources, this forward-thinking plan establishes a foundation for vibrant, inclusive, and accessible parks, recreation, and library opportunities.

This plan is a roadmap for the department's next 10 years and provides important focus and guidance to Avondale, in alignment with community and organization priorities.

The City is excited to move forward in a shared vision with the Avondale community over the next decade of dynamic parks, recreation, and library experiences that help make Avondale an iconic destination to live, work, and play.

CAPRA ACCREDITATION

As an agency accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA), the Avondale Parks, Recreation & Libraries Department (Department) demonstrates its unwavering commitment to upholding the highest professional standards and implementing best practices in delivering exceptional park and recreational services to the Avondale community.

Vision

Enriching the Avondale community through learning and recreational opportunities that reflect our vitality and diversity.

Mission

Making lives better with dynamic services and spaces to learn, play, and connect.

Focus Areas

"Making lives better with dynamic services and spaces to learn, play, and connect" is a bold and community-centered mission for the department. It demonstrates dedication to the importance of parks, recreation, and libraries for the community.

The department's strategic planning efforts have identified four focus areas: Produce Outstanding Customer Experiences, Deliver Dynamic Services, Provide Safe Places to Play and Connect, and Plan for Growth and Achievement. Each focus area in this plan is supported with recommended actions for success.

With these focus areas, Avondale further commits to a thriving quality of life through parks, recreation, and library services that evolve in step with the diverse needs of the community. Each focus area represents an important component of the department's commitment to exceptional services. By aligning resources, efforts, and priorities with these focus areas, a roadmap for success is forged, guiding decisions and actions in the years to come.

The department's focus areas —**Produce Outstanding Customer Experiences, Deliver Dynamic Services, Provide Safe Places to Play & Connect, and Plan for Growth & Achievement**—are supported by recommended actions for success. Detailed recommendations with supporting information are provided in the full master plan document.

DEPARTMENT'S FOCUS AREAS

Produce Outstanding Customer Experiences

Deliver Dynamic Services

Provide Safe Places to Play and Connect

Plan for Growth and Achievement

Produce Outstanding Customer Experiences

Avondale residents take tremendous pride in the community's parks, recreation, and libraries. This is evident in participation numbers, popularity of special events, and input provided throughout the planning efforts. Department offerings serve as a cornerstone of a high quality of life for Avondale residents. The department should build upon this focus area by further connecting the community through trails, addressing gaps and barriers to participation, increasing accessibility to facilities and services, and providing necessary resources to sustain long-term success.

Deliver Dynamic Services

Evident throughout this planning effort is the appreciation and expectation from the Avondale community that parks, recreation, and libraries continue to evolve and respond to community needs. Some areas of focus include trails, open space, cultural arts, libraries, indoor recreation, and potentially increased operating hours of existing facilities.

Provide Safe Places to Play & Connect

While the department provides exceptional and diverse services for the community, access to services varies significantly depending on residents' locations. Parks, recreation, and library facility locations will need to expand in a way that provides greater service levels to all residents of Avondale. Avondale's parks and recreation system is generally considered more modern and updated when compared to similar systems. Avondale should work to ensure long-term preservation of valued assets to continue high-quality facilities and services for generations to come.

Plan for Growth & Achievement

While Avondale continues to experience new growth and demands, it also continues to catch up with existing impacts. To sustain and maximize the high-quality experiences that residents and visitors enjoy, Avondale will need to continue to further prioritize expanding resources. Avondale should increase the number of staff, trainings, operational resources, facilities, and equipment to meet the community's evolving demands. The department will need to maximize limited financial resources for proactive maintenance to address immediate needs and long-term care. This may include providing more capital and operational resources to help sustain parks, recreation, and library resources.

Organizational Ecosystem

Avondale is recognized as a dynamic community—and for good reason. Residing in Avondale offers a sense of belonging to an engaging community that caters to diverse interests. Residents cherish the family-friendly neighborhoods. The City takes pride in being an excellent place for people to live, work, and enjoy leisure activities. As one of the fastest-growing cities in the Phoenix metropolitan area, Avondale is committed to enhancing open spaces and amenities, while also attracting reputable businesses and employers to the region.

Avondale's growth has been rapid. In 2023, Avondale's population was an estimated 92,168 residents—an 87% increase from 2000 (35,909 residents). Future projections suggest some growth, with an anticipated population of 96,266 by 2028.

Parks, recreation, and library service offerings and participation have expanded and evolved throughout Avondale's growth. Recent data highlights over 131,000 annual participants throughout programs, activities, and classes (these numbers are growing with the opening of the Mountain View Community Center and Avondale Aquatic Center). The department manages 13 parks, spanning over 200 acres of parkland, and oversees a recently renovated community center and a new state-of-the-art water park. Alternative service providers add nearly 500 acres of open space and parkland to the system. Combined, these opportunities and amenities create a robust system that enhances the quality of life, wellness, and enjoyment of residents and visitors.

This plan provides diverse strategies to help ensure that parks, recreation, and library services are aligned with community and organization demands.

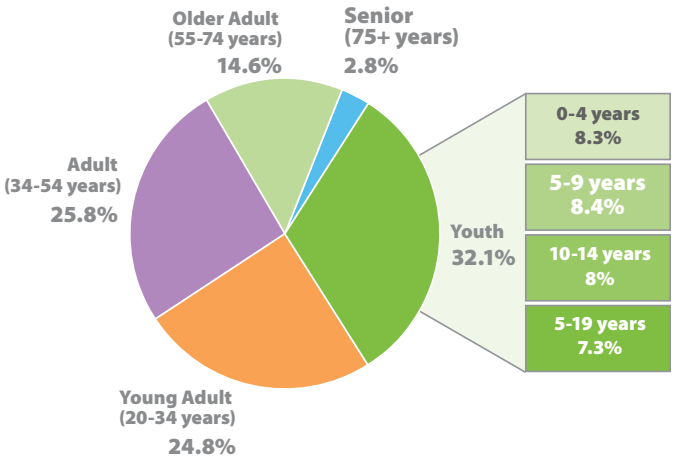
The City of Avondale Lifestyle

Demographic Assessment

Demographic insights can guide a city's provision of services, allocation of resources, preservation of equity, and efforts of inclusion. The Opportunities for All (OFA) Report, included in the full master plan document appendices, underscores the importance of understanding community makeup for integrating inclusion into daily practices.

Avondale's population is growing, with projections reaching 96,266 by 2028. As population dynamics evolve, the department must remain responsive, continuously reviewing demographic changes to meet service demands.

The median age of Avondale residents is 31 years (slightly lower than Arizona's 2023 median age of 38 and the U.S. 2023 median age of 39). The age groups composing the largest percentage of Avondale's population are youth (ages 0–19) at 32.1%, adults (ages 35–54) at 25.8%, and young adults (ages 20–34) at 24.8%. Of the youth age groups, those five to nine years old make up the highest percentage (8.4%), followed by ages zero to four (8.3%).



Financially, Avondale residents exhibit strength, with household incomes surpassing state and national averages. This stability suggests a willingness to invest in high-quality parks and recreation services. However, with 11% of the Avondale population living below the federal poverty line, ensuring equitable access for all residents, regardless of financial status, remains crucial.

Avondale is becoming more diverse over time. From 2010–2023, the white population decreased by 21.8%. Those who identify as two or more races increased by 15.6%. Those who identify as being of Hispanic origin* (regardless of race) increased 6% between 2010 and 2023, with a 2023 Hispanic population of 56.3%.

Avondale is experiencing increasing racial and ethnic diversity, highlighting the need to expand culturally inclusive programming in parks, recreation, and library services to cater to a broad spectrum of backgrounds. This data informs the overarching master plan, helping to ensure recommendations are inclusive across all resident demographics and income levels.

UNITED STATES

$72,603
Median Household Income

12.4%
Households in Poverty

ARIZONA

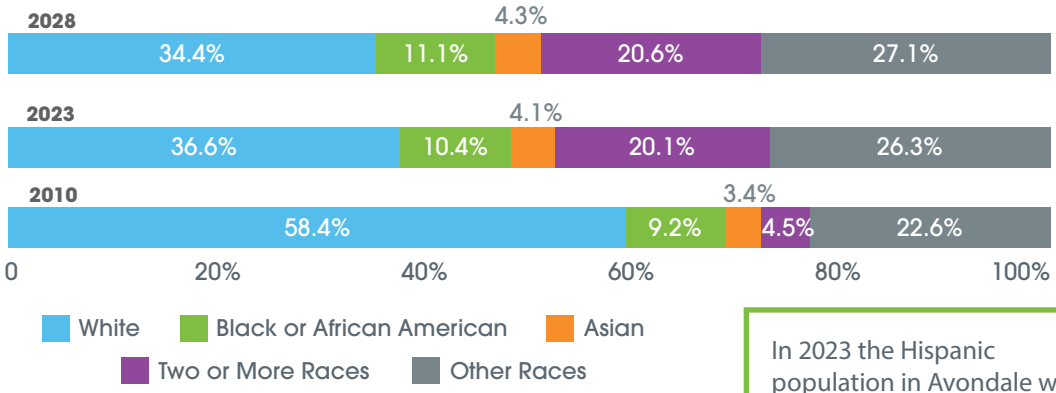
$73,135
Median Household Income

12.4%
Households in Poverty

AVONDALE

$76,317
Median Household Income

11%
Households in Poverty



*The U.S. Census recognize Hispanic origin as an ethnicity, which means individuals of any racial background—such as White, Black, or Asian—can identify as Hispanic. Hispanic origin is considered separate from race because it refers to cultural and ethnic heritage.

In 2023 the Hispanic population in Avondale was **56.3%**

Department Financial Conditions

The City significantly increased investments in parks, recreation, and library services over the past three years, supporting a period of notable growth, with an operating budget increase of 156% since 2022. This growth is linked to increases in revenues from fees and charges and investments in future revenue-generating amenities. Primary areas of focus for these revenue-supported investments include aquatics, grounds maintenance, and recreation. Additionally, the department's capital budget expenditures have nearly doubled since 2022. Over the three-year time frame, the department has invested $48.6 million in capital needs.

Looking ahead into this planning period, continued financial commitment will be necessary to meet community demands. As new facilities and amenities are added, it is crucial that operational and capital funding keeps pace to maintain the quality and accessibility of services for residents. These investments enhance public spaces and help create a well-rounded community experience.

To help ensure the financial sustainability of these additions, Avondale must also consider the long-term costs associated with infrastructure, staffing, operations, programming, and support functions. Proper planning and continued investment will help ensure these resources remain accessible and beneficial for the community well into the future.

Recreation Trends

Recreational trends and preferences evolve over time. By exploring these trends, an agency can gain valuable insights into communities' evolving habits and preferences regarding recreation. These insights can assist the agency in learning more about potential areas for growth, opportunities, improvement, and inclusivity.

Estimated Participation in Fitness, Sports, and Programs

Understanding the latest trends in sports is crucial for Avondale to effectively plan and develop programs and use space in a way that reflects participation data.

Mosts Popular Sports and Activities

Basketball is the most popular team sport with 29.7 million participants.

Tennis is the most popular racquet sport with 23.8 million participants.

Pickleball continues to grow rapidly with participation growing by 51.8% in 2023.

Increase in Popularity

Walking for fitness is the most prevalent form of aerobic exercise.

Yoga continues to lead in popularity for conditioning activities.

Dance, step, and other choreographed exercises have grown by 3.3% since 2018.

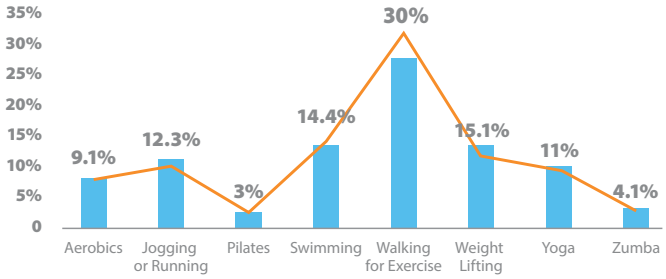
Decline in Participation

Ultimate Frisbee has experienced a significant decline in participation (-4.9% since 2018).

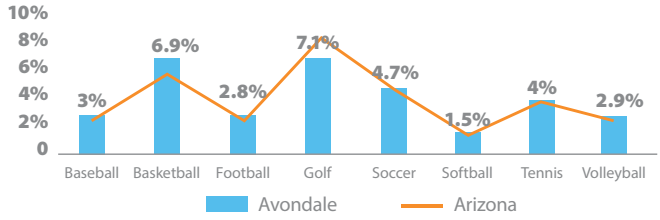
Stationary cycling (group exercise) has been heavily impacted by at-home fitness equipment, declining by 6.2% in five years.

The most popular activities for fitness seemed to be; walking, weight-lifting, and swimming. The most popular sports included golf and basketball; hiking, bicycling, and fishing are the top 3 most popular outdoor activities. You can find more and additional findings in the full plan.

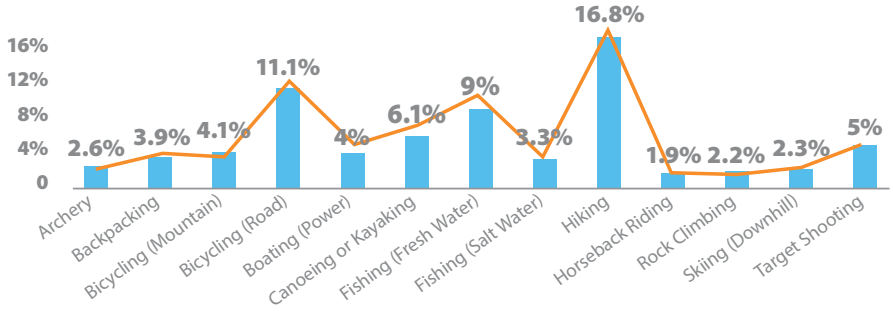
Local Participation in Fitness Activities



Local Participation in Sport Activities



Local Participation in Outdoor Recreation



Top Reasons Why People Engage With Parks[1]

- Spend time with family and friends
- Have a break from stress
- Exercise or be physically fit
- Be close to nature

1 NRPA. 2023. Engagement with Parks Report. Ashburn, VA: National Recreation and Park Association. Accessed April 8, 2024. *https://www.nrpa.org/publications-research/research-papers/Engagement/.*

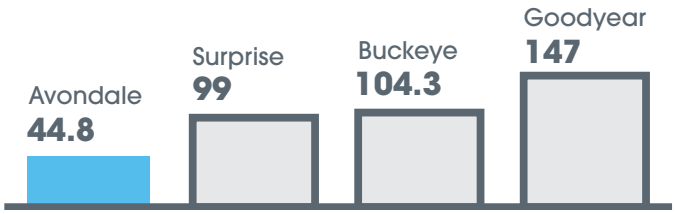
Comparative Analysis Findings

Benchmarking against similar high-performing agencies can yield valuable insights into the provision of parks, recreation, and library services. Analysis assessed the department's standing relative to similar agencies in finances, operations, and program offerings.

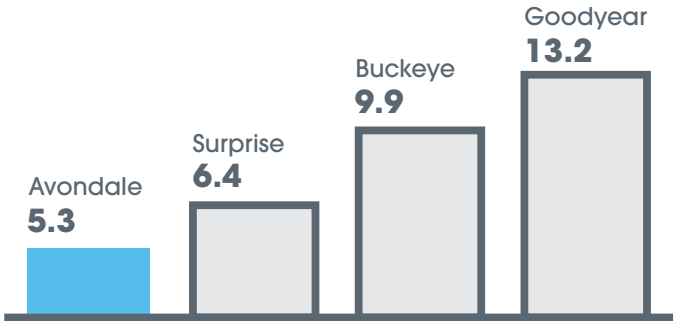
The benchmarked agencies compared to the department include the cities of Goodyear (AZ), Buckeye (AZ), and Surprise (AZ). Data was drawn from the 2022 National Recreation and Park Association (NRPA) Park Metrics.

A significant finding from benchmarking research indicates that Avondale allocates fewer FTE positions for parks, recreation, and library services compared to similar agencies. This staffing limitation constrains Avondale's capacity to expand services and could hinder its ability to meet the growing needs of the community. Increasing staffing levels could empower Avondale to broaden its program offerings and improve maintenance and operational standards.

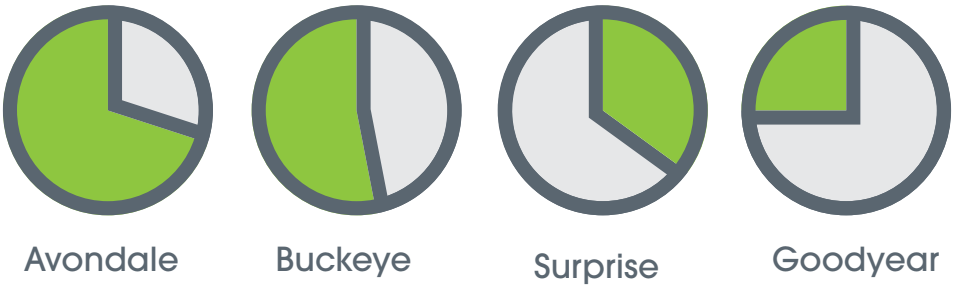
Total Number of FTEs



Total Number of FTEs Per 10,000 Population



Agency Budgets – Benchmarked Comparison



Capital Budget Operating Budget

Based on 2023 Budget Information

Avondale serves a population of approximately **92,000 residents** with 44.8 full-time equivalent employees (FTEs).

Avondale has the lowest operating budget among benchmarked agencies, with an operating budget of **$5.6 million**.

Avondale has the third-highest **total revenue to total operating expenditures at 27%**, showcasing effective financial management.

Community Needs Assessment

Understanding community needs and trends in parks and recreation is crucial for the department's success. Avondale prioritizes community input to effectively plan for and respond to changes. When initiating "¡Vamos! Jump Into Fun," the department pursued broad and inclusive efforts to engage the community to help ensure accurate identification of community desires. Some examples of engagement efforts include "pop-up" opportunities to meet community members at strategicially identified areas throughout the community, a statistically valid survey, an online engagmement portal, discovery and focus group sessions, and more.

The community needs assessment is grounded in insights gathered from comprehensive engagement, complemented by benchmarked best practices and trends from other agencies. To evaluate Avondale's position among peer agencies, BerryDunn used both traditional comparative analysis methods and a think tank approach, which helped bring broader perspectives to inform the decision-making and planning processes, helping to ensure consideration of diverse viewpoints and best practices from outside the immediate surroundings.

To help further assess community needs, findings were reviewed, discussed, and refined with key city leadership groups, advisory boards, cross-department executive staff, and department staff.

ENGAGEMENT EFFORTS WERE CRAFTED TO ACHIEVE THE FOLLOWING OUTCOMES:

Increase community awareness of the City's current services, successes, and challenges

Bring as many voices into conversations about future park, recreation, and library services as possible

Focus on several key areas of need to help support planning recommendations:

a. Perceived quality of City service levels

b. Barriers to accessing park, recreation, and library services

c. Gaps in City-provided services as well as trends and new ideas for future offerings

d. Research-based understanding of equitable provision of services

Engagement Summary

A comprehensive engagement was conducted and included; tech-based outreach tools, on-site data collection, focus groups, public meetings, and stakeholder and key leader interviews. Key highlights from the engagement campaign include:

401 Statistically Valid Survey Responses

1,968 Online Interactions

226 Online Surveys and **167** Comment Cards

Community Priorities

The community priorities identified are based on the comprehensive engagement conducted throughout the planning process. These priorities were reviewed and enhanced through additional efforts such as presentations, discussions, and visioning with the community and the city. As a result of engagement efforts, the following community priorities were identified:

Programming Priorities

HIGH-PRIORITY

- Neighborhood Engagements
- Adult Fitness
- Outdoor Exercise
- Digital Library
- Adult Aquatics
- Environmental Education
- Human Services
- Arts Programming
- Indoor Recreation

MEDIUM-PRIORITY

- Older Adult Programs/Trips
- Pickleball
- Water Recreation
- Performance Arts Space

LOW-PRIORITY

- Teen Programs
- Golf-related Activities

Facilities/Amenities

HIGH-PRIORITY

- Shade
- Pickleball Courts
- Arts/History/Cultural Spaces
- Trails
- Libraries
- Indoor Pool

MEDIUM-PRIORITY

- Turf Improvement
- Technology Centers
- Rock Wall/Climbing
- Accessible Playgrounds
- Dog Parks

LOW-PRIORITY

- Bike Skill Trails
- Disc Golf Amenities
- Golf-related Assets

Other Priorities

MARKETING/AWARENESS

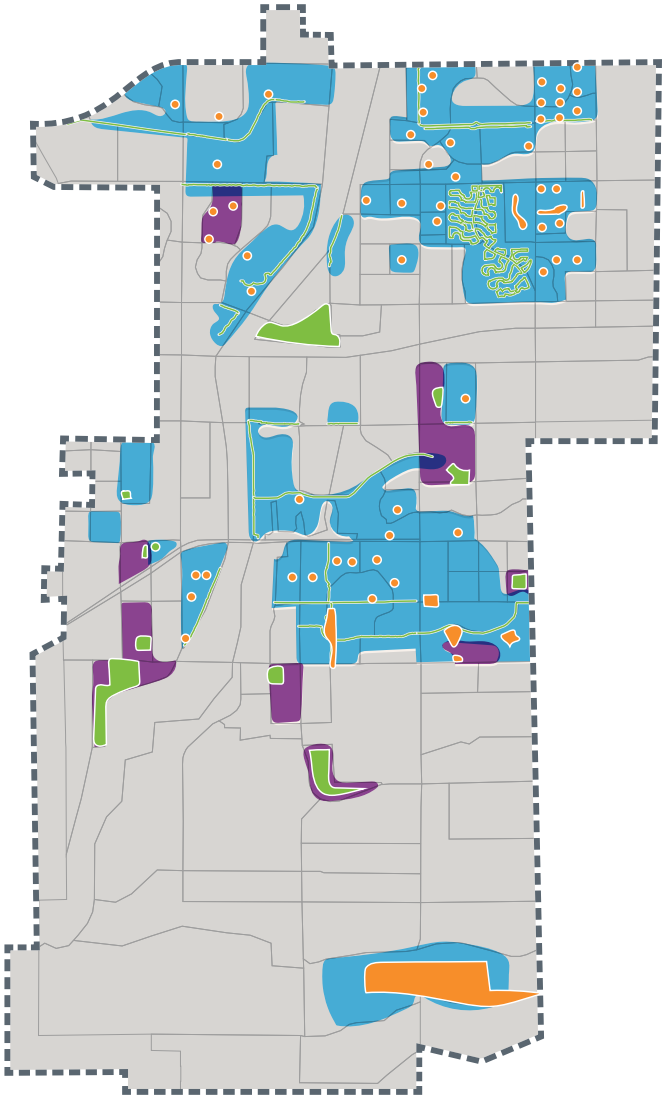
TRAIL CONNECTIVITY

AFFORDABILITY

Level of Service Assessment

The Level of Service Assessment (LOS) analysis serves as a wide-ranging evaluation of the current state of Avondale's parks, trails, and facilities, with the goal of assessing the department's effectiveness in meeting the needs and expectations of residents.

Parks, recreation, and library services are important to the Avondale community and enhance the quality of life for individuals and families, businesses, organizations, and all community members. Therefore, it is essential to help ensure that amenities are accessible, well-maintained, and offer a diverse range of opportunities that cater to the interests and preferences of a community.



Parks and Facilities Walkability Analysis

Walkability analysis measures how conducive the built environment is for walking. Pedestrian barriers, such as highways, major streets, railroads, and natural features like rivers, impact walkable access. The figure at left represents walkable access to outdoor recreation in Avondale based on a 10-minute walk. Darker purple gradient areas indicate greater access to recreational sopportunities. Blue areas have some access. Gray areas fall outside of a 10-minute walk. The walkability analysis illustrates the distribution and equity of service across the community.

The 10-minute recreational access standard aligns with national initiatives championed by organizations such as the Trust for Public Lands and the NRPA. The walkability analysis, which assessed accessible outdoor recreation opportunities, first focused on Avondale parks and facilities, followed by key alternative providers, and finally considered all providers collectively. Ultimately, the analysis underscores the noteworthy role of alternative providers in enhancing walkable access to recreation throughout the Avondale system.

43% of residents are within walking distance of outdoor recreation opportunities.

- Greater Access
- Low Access
- No Walkable Access
- Avondale Parks
- Alternative Provider Parks
- Roads
- Trails
- City Limits

When comparing specific components, Avondale falls below the median in most categories.

Park Metric Analysis

Types of Facilities	Percent of Agencies Offering This Facility	Median Number of Residents Per Facility	Avondale Quantity	Quantity With Alternative Service Providers	Avondale Residents Per Facility	Needed to Meet NRPA Median 2024
Playground	93%	3,707	13	61	1,511	0
Diamond Field	85%	3,675	12	22	4,189	3.08
Basketball Court	84%	8,363	12	12	8,379	0
Rectangular Field	83%	4,070	13	16	5,761	4.65
Tennis Court	72%	5,865	3	3	30,723	12.71
Dog Park	68%	55,135	3	3	N/A	1.67
Community Garden	52%	56,150	0	0	N/A	1.64
Swimming Pools	49%	46,353	1	46	2,003	0
Skate Park	46%	60,904	1	1	92,168	0.51
Pickleball Court	42%	10,500	8	8	23,042	4.78
Golf	29%	68,208	0	1	N/A	.35
Splash Pad	23%	54,100	4	5	18,434	0
Disc Golf	20%	58,603	0	0	N/A	1.57

85%

of respondents rated the quality and physical condition of the parks/libraries/ recreation facilities

GOOD TO EXCELLENT

Indoor Facilities

Across the country, community centers are evolving from their original purpose as community gathering places into recreation centers that offer a host of fitness and active-living options, including pools, exercise and dance classes, weight rooms, personal trainers, and sports courts. A well-run facility serves as a thriving hub of activity for youth, adults, families, older adults, and civic organizations.

Avondale provides one community center, Mountain View Community Center, for indoor space, and partners with other organizations to provide additional indoor spaces. When analyzing Avondale's provision of community center space, access is limited as indicated in the figure below.

In consideration of Avondale's community center, two libraries, and partners, access to indoor space increases but varies by type of function or program space.

TOP FOUR FACILITY AREAS OF COMMUNITY IMPORTANCE

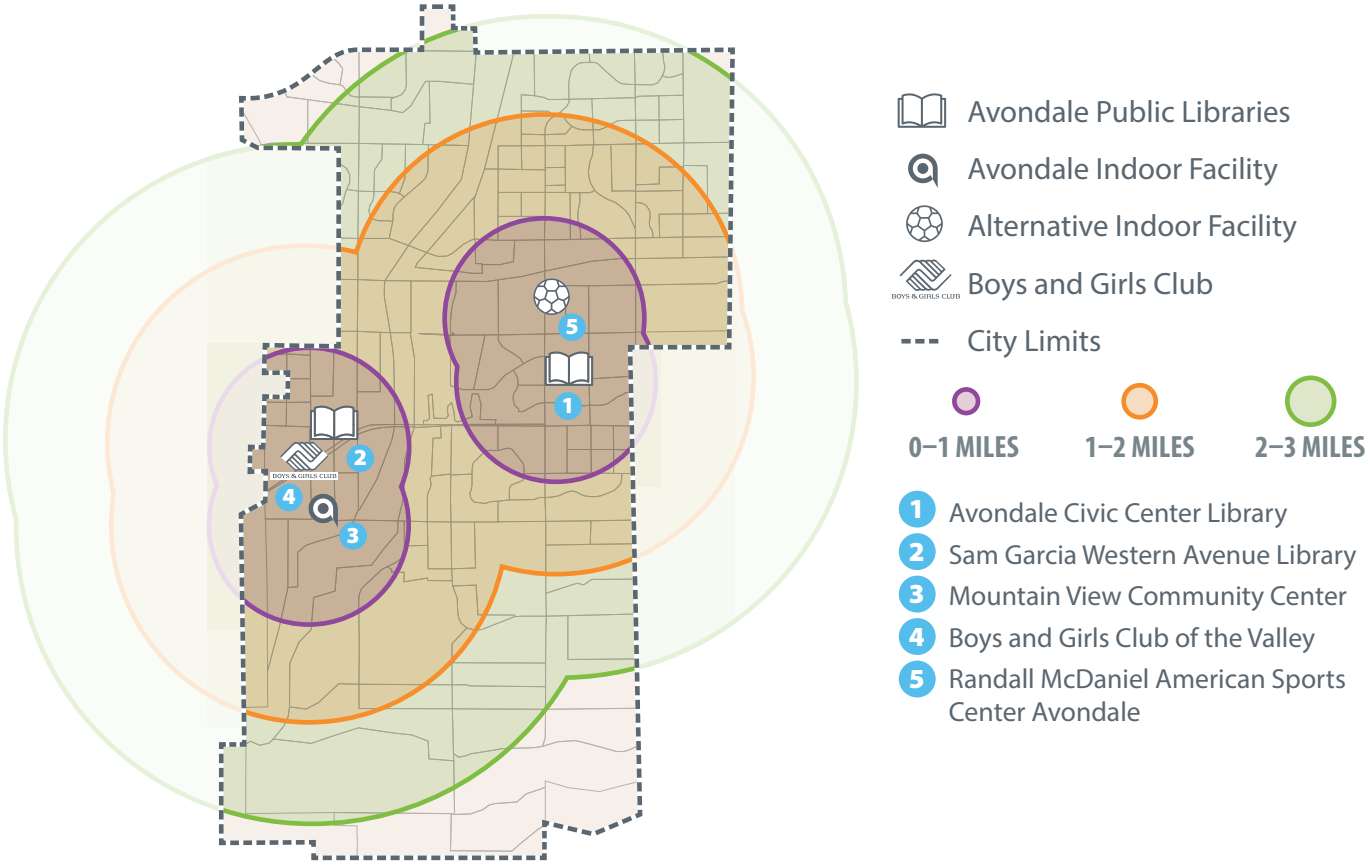
LIBRARIES

TRAILS

INDOOR POOLS

ART, HISTORY, CULTURAL SPACES

AVONDALE'S INDOOR RECREATION OPPORTUNITIES



Programs Assessment

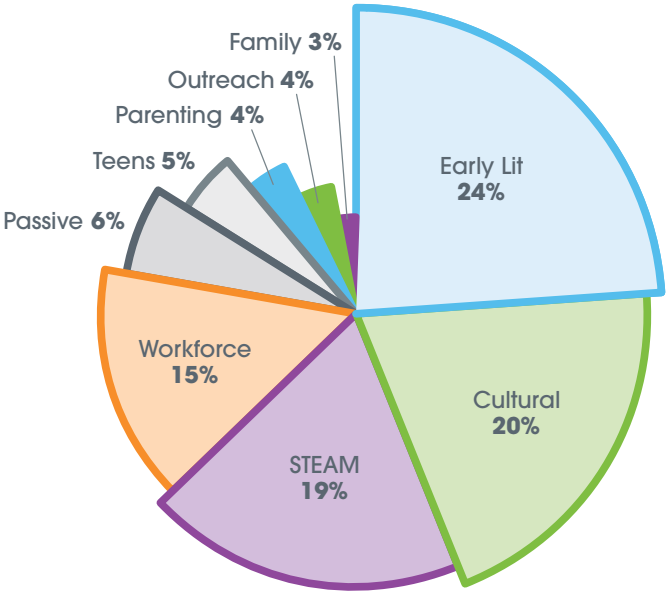
Recent data highlights over 131,000 annual participants throughout department programs, activities, and classes (these numbers are growing with the opening of the Mountain View Community Center and Avondale Aquatic Center).

The program assessment for PRLD Master Plan is designed to:

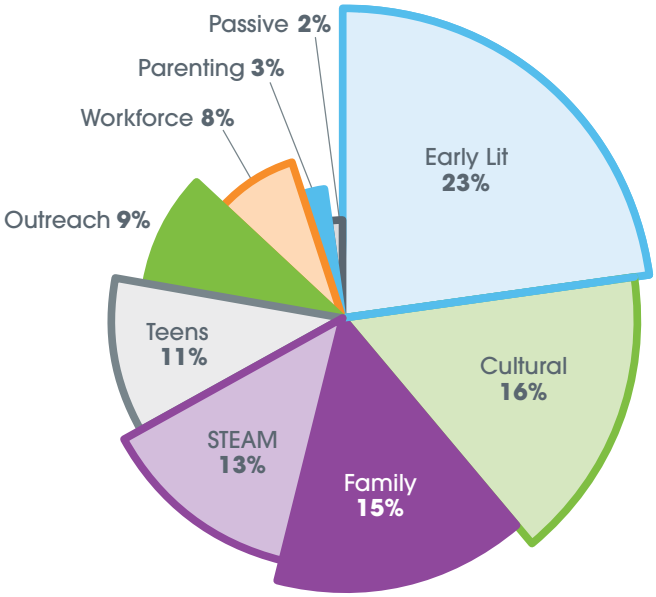
- ✔ Offer detailed insight into the department's program offerings
- ✔ Help identify the strengths, weaknesses, opportunities, and threats for program direction
- ✔ Assist with identifying program categories, programming gaps, and future program considerations

The department identifies strategic focus areas that help guide program development. These include: **Cultural, Family, Outreach, Parenting, Passive, STEAM, Teens, and Workforce**. The allocation of the types of programs offered by the department is represented below. At the timing of this planning effort, library services were recently merged with parks and recreation. Therefore, it is helpful to identify how this recent service enhancement impacts overall service offerings across the department.

Strategic Focus Recreation Program Areas



Strategic Focus Library-Specific Program Areas



TOP FOUR PROGRAM AREAS OF COMMUNITY IMPORTANCE

COMMUNITY EVENTS

ADULT FITNESS & WELLNESS PROGRAMS

ADULT AQUATICS PROGRAMS

ARTS & CULTURAL PROGRAMS

Organizational Assessment

A key element of this planning effort is evaluating the organizational staffing and structure. This detailed evaluation will help to ensure that the department operates effectively and efficiently, meeting the needs of the community while optimizing resources. With a staff of 44.8 full-time employees and approximately 100 parttime and seasonal temporary positions, the department strives to provide a wide array of services that cater to the diverse needs of the Avondale community.

The department exhibits several strengths, including efficiencies in resource allocation, strong community engagement, and commitment to staff development. However, there are areas for improvement, particularly in staff capacity, interdepartmental communication, and resource allocation. Implementing the recommended staffing positions and continuing to optimize operational strategies will support the department's ongoing growth and its mission to serve the expanding community effectively. As identified in the comparative analysis of similar organizations, the department allocates fewer FTE positions for parks, recreation, and library services compared to similar agencies.

Tree City USA

Avondale is recognized as a Tree City USA® city and spends a minimum of $2 per capita annually on urban forestry!

The organization assessment provided the following key observations:

- ✔ Rapid growth in new services to the department has significant staffing impacts, mainly due to the takeover of library services and the addition of aquatics services
- ✔ Some gaps in staffing structure and roles exist
- ✔ Leadership throughout the department has recently transitioned during or around the time of this planning process
- ✔ Operational challenges have occurred linked to the change of primarily outsourcing events to internal event management
- ✔ Opportunities for comprehensive staff training exist

All findings from the organization assessment are provided in the full master plan document appendices.

Key Findings

PERFORMANCE

Avondale's components are of higher quality and in newer condition compared to other similar systems across the country.

FACILITY COMPONENTS COMPARISON

Avondale has fewer tennis courts, pickleball courts, sports fields, and dog parks per capita than similar cities.

PARK ACREAGE PER CAPITA COMPARISON

Avondale provides 7.4 acres per 1,000 residents. Avondale has done a good job investing in new infrastructure and should continue this trend in the future.

EQUITABLE ACCESS TO RECREATION

Nearly all Avondale residents have access to active or passive recreation opportunities within a one-mile service area, with 52% residing within 10-minute walking distance of outdoor recreation opportunities. Pedestrian infrastructure gaps inhibit greater access.

Recommendations

This plan is a roadmap for the department's next 10 years. The plan provides important focus and guidance to Avondale, in alignment with community and organization priorities. The department's focus areas—Produce Outstanding Customer Experiences, Deliver Dynamic Services, Provide Safe Places to Play & Connect, Plan for Growth & Achievement—are supported by recommended actions for success. Detailed recommendations with supporting information are provided in the full master plan document.

Produce Outstanding Customer Experiences

- Adjust and align programming experiences and celebrations in response to communities' evolving needs
- Provide unique and in-demand activities, sports, and facilities that help drive visitation and encourage community wellness
- Expand marketing efforts to increase awareness of services and public facilities
- Develop new opportunities for public feedback to help guide customer experience improvements through expanded survey efforts, community forums, and partner discussions
- Address customer service needs such as software enhancements and digital solutions for park, recreation, and library operations
- Increase accessible parks and playground amenities
- Expand annual programming and service delivery review processes and make program adjustments to meet evolving community needs
- Increase preservation efforts of sports fields and popular amenities
- Continue to pursue conferences, trainings and staff presentations that focus on customer experience & innovative program delivery.
- Continue providing industry-leading and award-winning facilities and services

Provide Safe Places to Play & Connect

- Develop new partnerships to maximize community benefit and sustain long-term service delivery
- Pursue alternative funding opportunities and partnerships to help ensure financial resources are available for critical needs
- Reduce barriers that prevent residents from participating in programs or visiting facilities
- Repurpose and program unused park areas
- Create regional connectivity by seamlessly connecting existing trail systems
- Continue promoting safety in parks and libraries
- Increase marketing and awareness for scholarship opportunities
- Reduce pedestrian boundaries to gain better recreation & library access
- Expand access to library services through digital, mobile, and micro-library efforts in underserved areas
- Consider a future recreation complex to centralize services and provide expanded indoor creation for residents

Deliver Dynamic Services

- Increase staffing levels and contract services to keep pace with community growth and demand
- Increase tree canopy and shaded amenities at public parks and trails
- Address gaps in amenities & programs especially in low to no-service areas
- Increase parkland and open space to align with population growth and demand
- Invest in amenities that focus on art, history, and culture in parks & public spaces
- Explore opportunities to increase partnerships to enhance service delivery and broaden program offerings to better meet community needs
- Promote community wellness through programs resources in Avondale Libraries
- Create a plan to re-align funds to programs that are more popular and of most interest to the community
- Enhance policies and partnerships with businesses and developers to enhance new parks, recreation & library related opportunities for Avondale

Plan for Growth & Achievement

- Increase staffing levels and contract services to keep pace with community growth and demand
- Grow cross-department partnerships to advance citywide youth & amateur sports
- Enhance organizational structure to include additional supervisory roles to better manage span of control, diverse workforce, and retention strategies
- Enhance cost recovery strategies including pursuit of alternative funding
- Develop training that emphasizes professional development and innovative service delivery
- Explore opportunities to conserve natural resources in nonprogrammable park areas
- Continue to pursue and achieve CAPRA accreditation to assist in guiding best practices for the organization and community
- Utilize this master plan to help guide ongoing adjustments to capital funding to maximize community benefit and meet evolving needs

Completed in 2025, PRLD Master Plan is a vibrant, proactive, flexible, and responsive community-centered planning effort. By strategically maximizing resources, this forward-thinking plan establishes a foundation for vibrant, inclusive, and accessible parks, recreation, and library opportunities.

Avondale

PARKS, RECREATION & LIBRARIES

MASTER PLAN

BerryDunn

RESOLUTION NO. 1004-0225

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE CITY OF AVONDALE, ARIZONA, PARKS, RECREATION, AND LIBRARIES MASTER PLAN.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The City of Avondale, Arizona, Parks, Recreation, and Libraries Master Plan is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 10, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1004-0225

[Parks, Recreation, and Libraries Master Plan]

See following pages.

Avondale

PARKS, RECREATION & LIBRARIES MASTER PLAN

Contents

ACKNOWLEDGMENTS 4

01 INTRODUCTION 5

1.1 Avondale Parks, Recreation & Libraries..... 6

1.2 Project Purpose 6

1.3 Demographic and Trends..... 7

- 1.3.1 Population Characteristics..... 7
- 1.3.2 Household Characteristics..... 8
- 1.3.3 Racial Diversity..... 8

02 ORGANIZATIONAL ECOSYSTEM..... 9

Organizational Assessment Summary..... 10

2.1 Financial Assessment..... 11

- 2.1.1 Financial Assessment Findings 11

03 COMPARATIVE ANALYSIS, TRENDS, AND VISITATION ANALYSIS... 12

3.1 Benchmarking 13

- 3.1.1 Benchmarking Highlights..... 13
- 3.1.2 Employees in the Workforce..... 13
- 3.1.3 Operating and Capital Budget Overview 13
- 3.1.4 Programs and Services 13
- 3.1.5 Benchmarking Findings 15

3.2 Trends..... 16

- 3.2.1 Estimated Local Participation in Programs..... 16
- 3.2.2 Local Recreation Expenditures 17
- 3.2.3 Facilities 18
- 3.2.4 Programming..... 19
- 3.2.5 Trends for Avondale 20
- 3.2.6 Engaging Latino Populations 21

3.3 Policies and Procedures..... 21

3.4 Engagement..... 22

3.5 Participation 23

- Mosts Popular Sports and Activities..... 23
- Increase in Popularity 23
- Decline in Participation..... 23
- 3.5.1 Top Trending Activities and Five-Year Growth..... 24

3.6 Visitation Analysis..... 24

- Visitor Demographics 25

3.7 Consumer Profiles..... 26

3.8 Visitor Trends..... 27

- 3.8.1 Annual 27
- 3.8.2 Daily 28
- 3.8.3 Hourly..... 29

3.9 Visitation Analysis Findings..... 30

04 NEEDS ASSESSMENT 31

4.1 Campaign Brand 32
4.1.1 Campaign Collateral 33
4.2 Statistically Valid Survey 33
- 4.2.1 Methodology 33
- 4.2.2 Key Survey Findings 33

4.3 Project Website/Social Pinpoint 40
- 4.2.3 Ideas Wall 45

4.4 Pop-Up Engagements 46
4.5 Discovery Sessions (Focus Groups) 48
4.6 Engagement Findings 49

05 PARK AND FACILITY INVENTORY, ASSESSMENT, AND LOS ANALYSIS 50

5.1 Park Classifications 53
5.2 Alternative Service Providers 54
5.3 Parks Metric Analysis 54
5.4 Facilities 55
- 5.4.1 Indoor Facilities 55

5.5 Trails 58

06 INVENTORY AND ASSESSMENT 60

6.1 Facility Scores 61

07 LEVEL OF SERVICE 63

7.1 One-Mile Analysis 64
- 7.2 Half-Mile Walkability Analysis 65
- 7.2.1 Gap Analysis 67

Key LOS Findings 68

08 PROGRAMS ASSESSMENT 69

8.1 Library Program Overview 71
8.2 Life Cycle Analysis 72
8.3 Gaps 73
8.4 Audiences 73

09 FOCUS AREAS AND KEY RECOMMENDATIONS 74

9.1 Produce Outstanding Customer Experiences 75
9.2 Deliver Dynamic Services 75
9.3 Provide Safe Places to Play and Connect 76
9.4 Plan for Growth and Achievement 76
9.5 Action Items 76
- 9.5.1 Organizational Improvements 76
- 9.5.2 Financial Improvements 78
- 9.5.3 Responding to Community Priorities 79
- 9.5.4 Conservation Recommendations 80
- 9.5.5 Programming and Facility Assessment Recommendations 80
- 9.5.6 Administration 80
- 9.5.7 OFA 80
- 9.5.8 Parks and Recreation/Libraries Collaboration 81

List of Appendices 81

Acknowledgments

Avondale's guiding principle is "Making Lives Better". The Avondale Parks and Recreation Department brings this promise to life through safe and welcoming parks, diverse recreational offerings, and engaging community events that bring neighbors together and foster a sense of unity and pride. The success in creating an enriching, vibrant community would not be possible without the strong support and dedication of the Avondale City Council. Through their guidance, leadership, and visionary outlook, they have shaped a path forward that prioritizes the well-being and happiness of every resident. The City Council's investment in creating opportunities for growth and connection empowers staff to reach new heights in serving the community.

The Avondale City Council's Strategic Plan identifies diverse recreation and entertainment opportunities as an essential element of service delivery to its community. With the ongoing support of the Avondale City Council and the shared efforts of the Avondale community, we are building a brighter future and enhancing the quality of life for all who call Avondale home.

COMMUNITY

We acknowledge and appreciate the many Avondale community members who participated in our surveys, meetings, and other public outreach efforts. A special thank you to the Avondale neighborhoods and businesses that hosted efforts to gather public feedback on the future of fun in our community. We also wish to thank the staff who spent countless hours compiling information, providing feedback, and coordinating efforts to make this PRLD master plan possible.

CITY COUNCIL

Mike Pineda
MAYOR

Curtis Nielson
VICE MAYOR

Tina Conde

Jeannette Garcia

Gloria Solorio

Shari Weise

Max White

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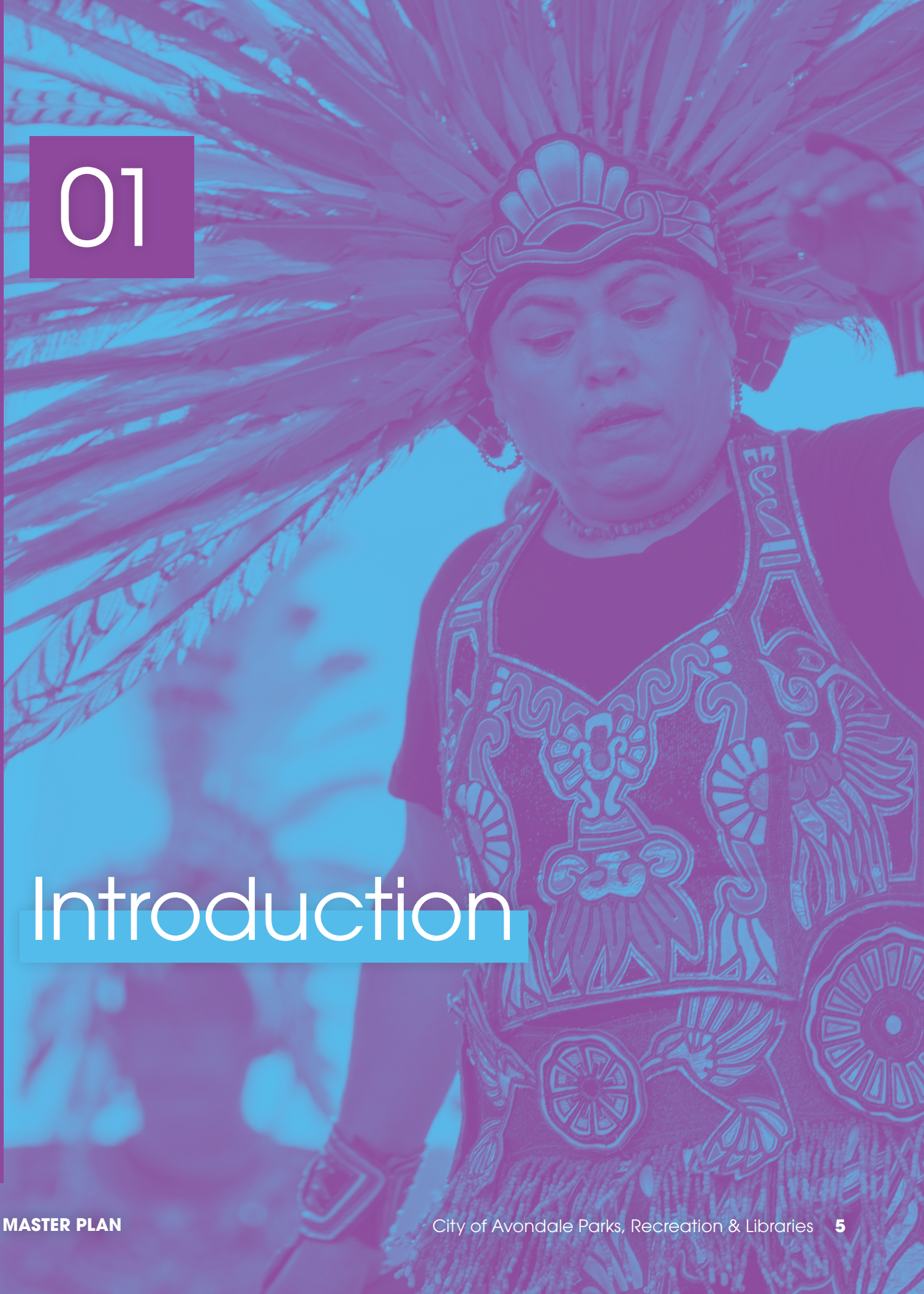


01

Introduction

Avondale is recognized as a dynamic community—and for good reason. Residing in Avondale offers a sense of belonging to an engaging community that caters to diverse interests. Residents cherish the family-friendly neighborhoods. The City takes pride in being an excellent place for people to live, work, and enjoy leisure activities. As one of the fastest-growing areas in the Phoenix metropolitan area, Avondale is committed to enhancing open spaces and amenities while also attracting reputable businesses and employers to the region.

1.1 Avondale Parks, Recreation & Libraries

As an agency accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA), the Avondale Parks, Recreation & Libraries Department (Department) demonstrates its unwavering commitment to upholding the highest professional standards and implementing best practices in delivering exceptional park and recreational services to the Avondale community.

Department service offerings have expanded and evolved throughout Avondale's growth. Recent data highlights over 131,000 annual participants throughout programs, activities, and classes (these numbers are growing with the opening of the Mountain View Community Center and Avondale Aquatic Center). The Department manages 13 parks, spanning over 200 acres of parkland, and oversees a recently renovated community center and a new state-of-the-art water park. Alternative service providers add nearly 500 acres of open space and parkland to the system. Combined, these opportunities and amenities create a robust system that enhances the quality of life, wellness, and enjoyment of residents and visitors.

The Department's vision is clear: **"Enriching the Avondale community through learning and recreational opportunities that reflect our vitality and diversity."** Supporting this vision is the Department's mission: **"Making lives better with dynamic services and spaces to learn, play, and connect."**

1.2 Project Purpose

This plan is a roadmap for the department's next 10 years and provides important focus and guidance to Avondale, in alignment with community and organization priorities.

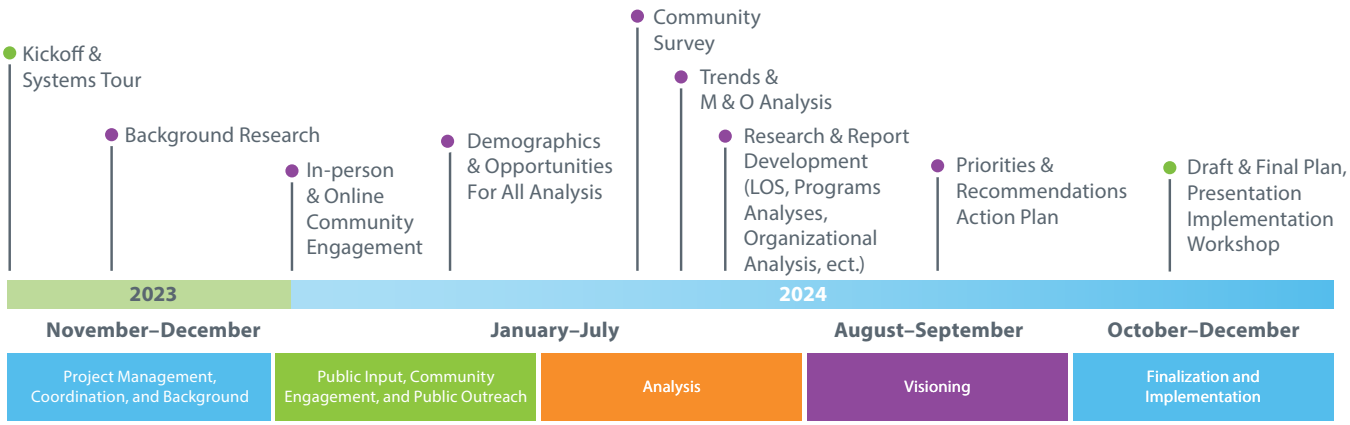
This comprehensive and visionary planning process aligns community and organization priorities to focus services, experiences, and sustainabile development of spaces. By strategically maximizing resources, this forward-thinking plan establishes a foundation for vibrant, inclusive, and accessible parks, recreation, and library opportunities.

The development of the Master Plan required a comprehensive understanding of the community's needs and preferences. To achieve this, the planning effort encompassed a thorough examination of the following elements:

- Market analysis
- Trend analysis and usage patterns
- Community engagement
- Benchmarking against industry and local standards
- Organizational assessment
- Level of service (LOS) analysis
- Programs and activities assessment
- Assessment of facilities

Integrating these elements into the planning process invited a comprehensive and forward-thinking approach to meet the diverse needs of the Avondale community. Completed in 2024, the PRLD Master Plan is a vibrant, proactive, flexible, and responsive community-centered planning effort. By strategically maximizing resources, this forward-thinking plan establishes a foundation for vibrant, inclusive, and accessible parks, recreation, and library opportunities.

Figure 1: Project Schedule Overview



The final draft master plan was presented to City Council and the public on November 18, 2024. Feedback on the final draft was open and marketed to the community through November 25, 2024.

1.3 Demographic and Trends

BerryDunn developed a demographic review of Avondale, offering a detailed analysis of household and economic data as part of the master plan project process.

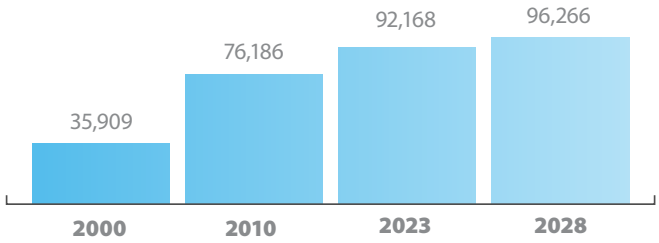
This analysis offers insight into the potential market for community parks, trails, facilities, recreation, and library programs/services by highlighting where and how the community will change.

BerryDunn sourced population, age distribution, income, race/ethnicity, and other household characteristic data from ArcGIS Business Analyst using May 2024 U.S. Census estimates. Avondale's boundaries were used as the geographic area for this review. BerryDunn also compared AZ and U.S. data, where applicable, for additional context.

1.3.1 Population Characteristics

In 2023, Avondale's population was an estimated 92,168 residents—an 87% increase from 2000 (35,909 residents). Future projections suggest some growth, with an anticipated population of 96,266 by 2028.

Figure 2: Population Change (2000–2028)



1.3.1.1 POPULATION GROWTH RATE

The Avondale population is projected to increase by 0.87% from 2023–2028. From 2020–2023, Avondale had an increase of 0.97%.

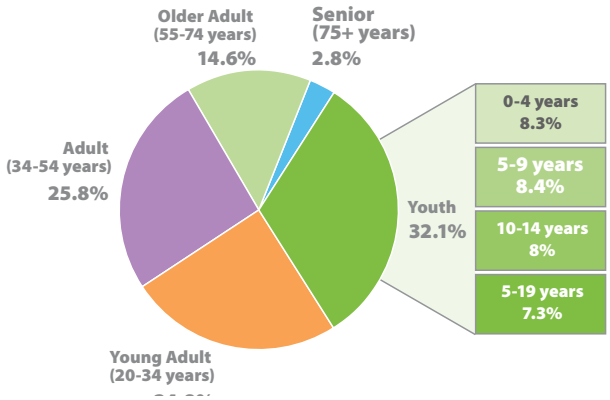
Figure 3: Compound Annual Growth Rate (2010–2028)

Compound Annual Growth Rate	Avondale
2010–2020	1.60%
2020–2023	0.97%
2023–2028	0.87%

1.3.1.2 AGE DISTRIBUTION

The median age of Avondale residents is 31 years, which is slightly lower than Arizona's 2023 median age of 38 and the United States' median age of 39. The age groups composing the largest percentage of Avondale's population are youth (ages 0–19) at 32.1%, adults (ages 35–54) at 25.8%, and young adults (ages 20–34) at 24.8%. Of the youth age groups, those five–nine years old make up the highest percentage with 8.4%, followed by ages zero–four with 8.3%.

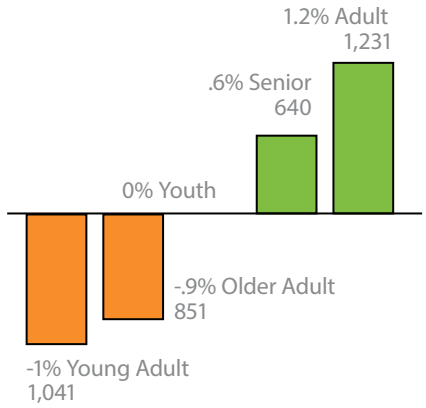
Figure 4: Age Distribution (2023)



1.3.1.3 AGE CHANGE OVER TIME

By 2028, the young adult (ages 20–34) and older adult (ages 55–74) populations are expected decline minimally, around 0.9%–1.0%. The youth population will remain stable. The senior population (ages 75 years and over) and adult population (ages 35–54) are expected to increase 0.6% and 1.2%, respectively.

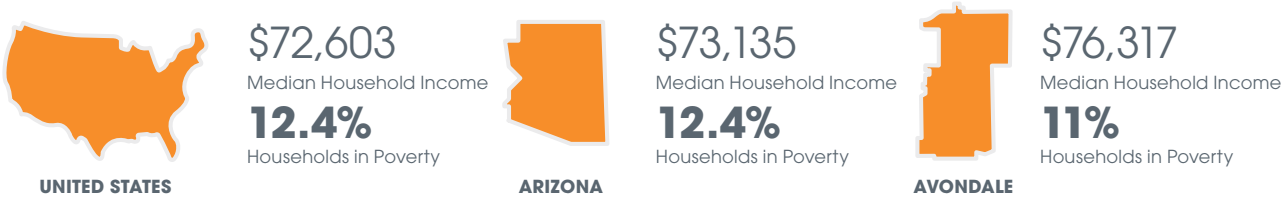
Figure 5: Age Growth Expected by 2028



1.3.2 Household Characteristics

The household characteristics in Avondale indicate that the community earns a higher median household income than Arizona and the United States. Approximately 11% of the population lives below the federal poverty line, which is less than Arizona and the United States.

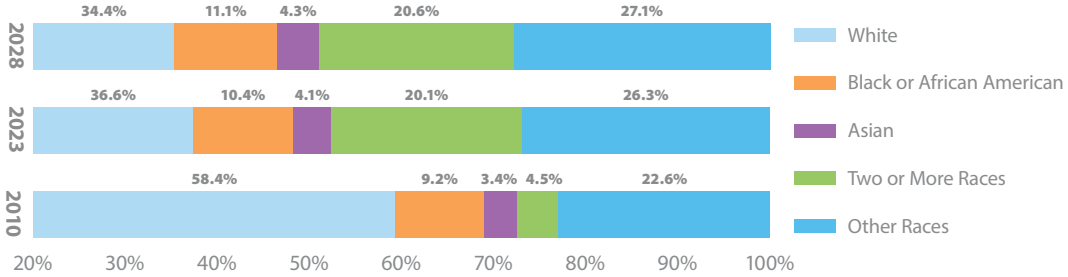
Figure 6: Household Characteristics (2023)



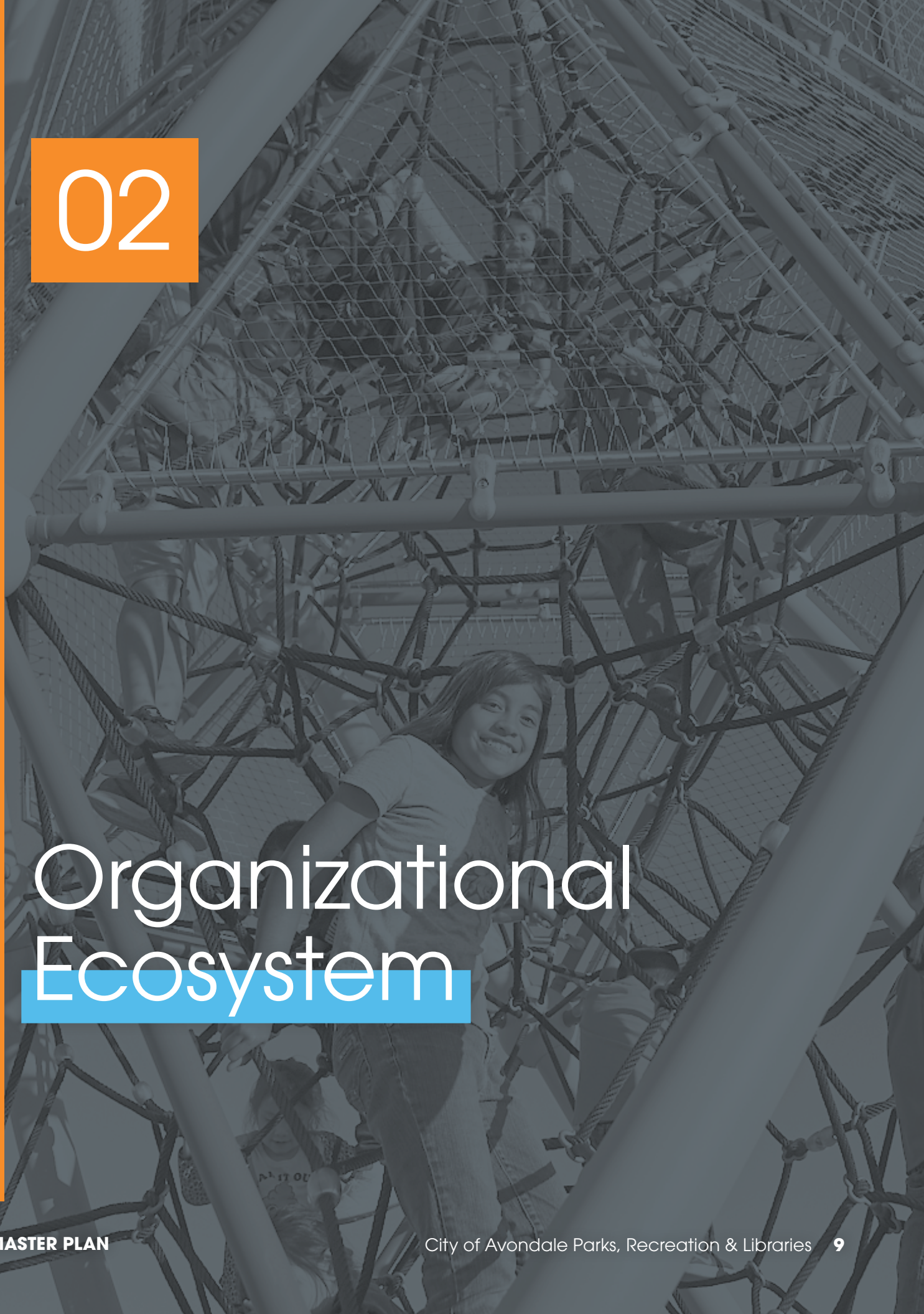
1.3.3 Racial Diversity

Avondale is becoming more diverse over time. From 2010–2023, the white population decreased by 21.8%. Those who identify as two or more races increased by 15.6%. Those who identify as being of Hispanic origin* (regardless of race) increased 6% between 2010 and 2023, with a 2023 Hispanic population of 56.3%.

Figure 7: Racial Diversity (2010–2028)



*The U.S. Census recognize Hispanic origin as an ethnicity, which means individuals of any racial background—such as White, Black, or Asian—can identify as Hispanic. Hispanic origin is considered separate from race because it refers to cultural and ethnic heritage.



02

Organizational Ecosystem

A key element of the Avondale Parks and Recreation Master Plan is evaluating the organizational staffing and structure. The BerryDunn consulting team conducted an assessment that incorporated data from facilitated staff interviews, the existing organizational structure, and a review of operational efficiencies. This comprehensive evaluation will help ensure that the Department operates effectively and efficiently, meeting the needs of the community while optimizing resources.

The organization has experienced significant growth and transformation over the past few years, while expanding its services to include a new acquisition such as the libraries. As the organization navigates a new chapter under new leadership, the focus has shifted toward ensuring operational efficiency, managing expanding workloads, and restructuring key administrative functions to meet growing demands. With a staff of nearly 200 employees, up from just 35 a few years ago, the organization is at a pivotal moment. To maintain momentum and deliver on its commitments, it must address the challenges of staffing capacity, organizational structure, and resource management.

This summary provides an overview of the Department's organizational structure, highlighting strengths, challenges, and key insights gathered from staff feedback. It also outlines key issues and strategic recommendations focused on ensuring sustainable growth, enhancing service delivery, and supporting future initiatives to promote ongoing improvement and excellence in operations.

Organizational Assessment Summary

The department exhibits several strengths, including efficiencies in resource allocation, strong community engagement, and commitment to staff development. However, there are areas for improvement, particularly in staff capacity, interdepartmental communication, and resource allocation. Implementing the recommended staffing positions and continuing to optimize operational strategies will support the department's ongoing growth and its mission to serve the expanding community effectively. As identified in the comparative analysis of similar organizations, the department allocates fewer FTE positions for parks, recreation, and library services compared to similar agencies.

The rapid growth and organizational changes within the Avondale Parks, Recreation & Libraries have brought to light several challenges related to staffing, structure, and operational efficiency. Under previous leadership, the Department tripled its staff, with the workforce expanding from 35 to over 200 employees largely due to the absorption of the Library Division and new facility openings such as the Aquatics Center and Sand Volleyball Complex. New leadership now faces the challenge of managing this growth while enhancing operational efficiency and restructuring administrative functions.

The shift from outsourcing events to internal management has strained existing resources, with the marketing and events team facing operational challenges. While there is a strong internal communication culture and community engagement is high, gaps in supervisory roles, particularly in contract management, and the need for clearer role definitions are evident. The Department's current structure, though generally effective, has created siloed divisions and administrative bottlenecks, prompting the need for additional leadership positions, such as a second assistant director, to help ensure better span of control and oversight of specialist services.

In addressing these challenges, recommendations include restructuring the leadership hierarchy, improving interdepartmental communication, increasing staffing levels to keep pace with growth, and enhancing training programs and resource availability. These changes will support the Department in maintaining its momentum, meeting community needs, and continuing its commitment to excellence in service delivery.

The team exhibits several key strengths that contribute to its overall success. The team excels in internal communication, collaboration, and event management, consistently organizing engaging events. They also take pride in maintaining parks and facilities, ensuring excellent customer service and well-kept spaces for the public.

The full Organizational Ecosystem report is in the appendices of this master plan.

2.1 Financial Assessment

As part of this master planning process, BerryDunn reviewed the Department's financials. This analysis included a high-level review of actual operating revenues and expenditures, and capital expenditures for fiscal years 2022–2024. Following this high-level review, BerryDunn identified several key findings in Avondale's financial data that reflect the Department's growth and evolving needs.

Between 2022 and 2024, both operating and capital expenses increased significantly, with operating expenses rising from approximately $5.6 million to $8.7 million, and capital expenses jumping from $11.3 million to $22.6 million. This growth underscores Avondale's commitment to expanding its parks, recreation, and library facilities and services to serve a growing population and enhance community amenities.

However, the increase in expenses also highlights the importance of sustainable revenue sources and careful financial planning. Operating revenues have not kept pace with rising costs, creating a larger gap between expenses and revenues that must be addressed to help ensure long-term viability. By analyzing these trends and understanding the financial impacts of future projects, Avondale can make informed decisions about resource allocation, cost management, and potential funding opportunities to support the continued development of its community services.

2.1.1 Financial Assessment Findings

The financial analysis of the Department's highlights several important trends that reflect both the opportunities and challenges associated with recent growth. These trends provide insight into the Department's expanding services, rising costs, infrastructure investments, and the need for sustainable financial planning to support long-term success.

THE FINANCIAL DATA REVEALS SEVERAL KEY FINDINGS:

1. **Expansion of Services:** The Department is actively expanding its program offerings, as evidenced by new revenue streams like the aquatic center, after hours events, and summer camp in 2024.
2. **Increasing Expenses:** Operating expenses are rising faster than revenues. The gap between total revenues and expenses widened from **$4,556,963** in 2022 to **$7,151,445** in 2024, a **57% increase** in net expenses.
3. **Investment in Infrastructure:** Significant increases in expenditures for grounds maintenance and the aquatic center suggest substantial investments in infrastructure and facilities to enhance community amenities.
4. **Need for Financial Sustainability:** The growing disparity between revenues and expenses highlights the importance of strategic financial planning. Exploring additional revenue opportunities or implementing cost management strategies may be necessary to ensure long-term sustainability.
5. **Community Engagement:** The increased participation in various programs indicates strong community support and engagement with the Department's services.

03

Comparative Analysis, Trends, and Visitation Analysis

3.1 Benchmarking

Benchmarking communities of similar jurisdiction population and size can be an effective tool in fostering a deeper understanding of high-performing agencies' operations and budgets. This type of analysis often clarifies how other agencies manage their budgets, generate revenue, offer programs, and run their facilities.

It is important to contextualize all data in a benchmarking study. Although benchmarking can be a great comparative tool, it does not necessarily lend itself to being a decision-making tool.

The three similar agencies benchmarked for this study, all of which are cities, are as follows:

- Goodyear Parks and Recreation (Goodyear)
- Buckeye Community Services (Buckeye)
- Surprise Community and Recreation (Surprise)

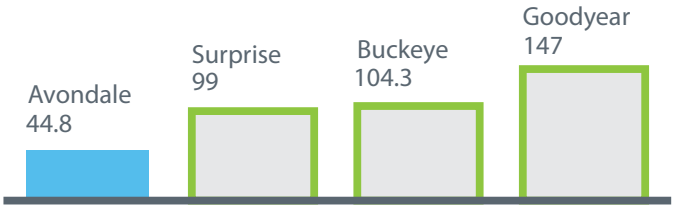
3.1.1 Benchmarking Highlights

- Avondale Parks, Recreation & Libraries serves a population of approximately 89,000 residents with 44.8 full-time equivalent employees (FTEs).
- Avondale has the lowest operating budget and highest capital budget among benchmarked agencies, with an operating budget of $5.6 million.
- Avondale has the third-highest total revenue to total operating expenditures at 27%, showcasing maximizing the revenue resources they receive.
- The benchmarking analysis reveals opportunities for Avondale to introduce new programs such as aquatics, mobile libraries, and safety trainings to align with offerings from other peer agencies.

3.1.2 Employees in the Workforce

The following section analyzes the total number of FTEs. Avondale Parks, Recreation & Libraries had an estimated 44.8 FTEs in 2023, the lowest of all compared agencies. The others range from 99 to 147 FTEs.

Figure 8: Total Number of FTEs

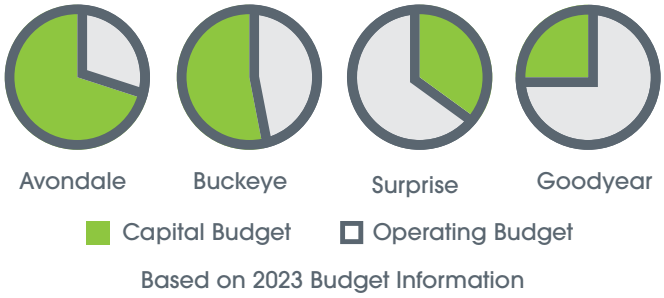


3.1.3 Operating and Capital Budget Overview

Data from the study indicates that operating budgets ranged between $5.6 million and $23.4 million, while capital budgets varied from $7 million to $47.9 million. Avondale ranked in the lower range for operating budget at $5.6 million.

Figure 9 shows the ratio of total revenue to total operating expenditures. This ratio can provide a basis for understanding the overall cost recovery for the agency; however, it does not provide for a detailed comparative analysis. Avondale had the third-highest operating expenditures, just above Surprise. The 27% total revenue to total operating expenditures ratio for Avondale indicates that for every dollar spent on operating expenses, the agency generates 27 cents in revenue.

Figure 9: Total Revenue to Total Operating Expenditures 2023–Benchmarked Comparison



3.1.4 Programs and Services

Recreation programs are core services of park and recreation agencies. Program type varies by several factors, including facility space, staff/instructor availability and expertise, alternative service providers in the area, benefit to the community, and program demand.

All agencies compared in this study offer fitness classes, team sports, social recreation events, and individual sports. Avondale compares similarly to other agencies but can benefit from providing aquatics, mobile libraries, and safety trainings, as all other agencies provide this.

Figure 10: Offerings by Parks and Recreation Agencies

Programs and Services	Avondale	Buckeye	Goodyear	Surprise
Health and Wellness Education	●	●	●	●
Safety Trainings	○	●	●	●
Fitness Enhancement Classes	●	●	●	●
Team Sports	●	●	●	●
Individual Sports	●	○	○	●
Running/Cycling Races	●	●	●	○
Racquet Sports	●	○	●	●
Martial Arts	●	●	●	●
Aquatics	●	●	●	●
Golf	●	○	○	●
Social Recreation Events	●	●	●	●
Cultural Crafts	●	○	●	●
Performing Arts	●	○	●	●
Visual Arts	●	○	●	●
Natural and Cultural History Activities	●	●	●	○
Themed Special Events	●	●	●	●
Trips and Tours	○	●	●	○
Esports	○	○	●	●

3.1.4.1 TARGETED PROGRAMS FOR CHILDREN, OLDER ADULTS, AND PEOPLE WITH DISABILITIES

Among key programs and services offered by park and recreation agencies nationwide are those that provide activities for youth, teens, older adults, and people with disabilities. These might be in the form of summer camps, before/after-school programs, or STEM programs.

In the case of benchmarked agencies, all agencies offer specific teen programs; all agencies offer accommodations to those with disabilities to participate in programs, but Goodyear and Surprise have specific programs for those with disabilities to participate.

Figure 11: Targeted Programs for Children, Older Adults, and People With Disabilities

Programs and Services	Avondale	Buckeye	Goodyear	Surprise
Summer Camp	●	●	●	●
Before-School Programs	○	●	○	○
After-School Programs	○	●	○	●
Preschool	○	●	●	●
Full Day Care	○	○	○	○
Specific Teen Programs	●	●	●	○
Specific Senior Programs	●	○	●	●
Adaptive Recreation	○	○	●	●
Stem Programs	●	●	○	●

3.1.5 Benchmarking Findings

Key takeaways from the benchmarking analysis include:

1. **EFFICIENCY:** Avondale demonstrates efficiency in serving its population with a relatively low number of FTEs and operating on a conservative budget compared to other benchmarked agencies. This efficiency is further underscored by the agency's high total revenue to total operating expenditures ratio of 27%, indicating effective financial stewardship.
2. **SERVICE DELIVERY:** While Avondale operates efficiently, there may be operational constraints limiting the expansion of services or programs without additional staffing resources. Exploring opportunities to increase staffing levels could enable Avondale to enhance service delivery and broaden program offerings to better meet community needs.
3. **PROGRAM EXPANSION:** The benchmarking analysis identified opportunities for Avondale to introduce new programs, such as aquatics, mobile libraries, and safety trainings, to align with offerings from peer agencies. Additionally, considering the introduction of other programs like safety trainings could further enrich the recreational experiences available to residents.
4. **NEED FOR FINANCIAL SUSTAINABILITY:** The growing disparity between revenues and expenses highlights the importance of strategic financial planning. Exploring additional revenue opportunities or implementing cost management strategies may be necessary to ensure long-term sustainability.

The benchmarking analysis for the Department provided an understanding of Avondale's relative position among peer agencies and identified potential areas for improvement or expansion.

As mentioned previously, benchmarking is a valuable comparative tool but should not be the sole basis for decision-making. Local needs, demands, and resources must be considered.

3.2 Trends

A focused trends and market analysis report on pickleball and performing arts venues was conducted for this master plan due to strong community interest. This report is in the appendices of this plan.

Recreational trends and preferences evolve over time. By exploring these trends, an agency can gain valuable insights into communities' evolving habits and preferences regarding recreation. These insights can assist the agency in learning more about potential areas for growth, opportunities, improvement, and inclusivity.

3.2.1 Estimated Local Participation in Programs

Figures 12, 13, and 14 compare the level of adult participation in fitness, sport, and outdoor activities, respectively, for Avondale and the state of Arizona.

The most popular activities for fitness seemed to be; walking, weight-lifting, and swimming. The most popular sports included golf and basketball; hiking, bicycling, and fishing are the top 3 most popular outdoor activities.

Figure 12: Local Participation in Fitness Activities

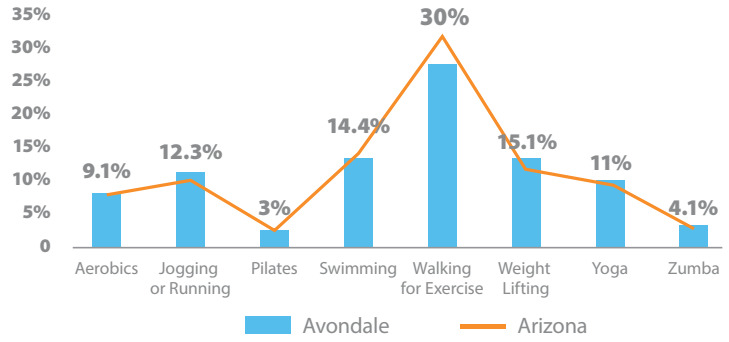


Figure 13: Local Participation in Sport Activities

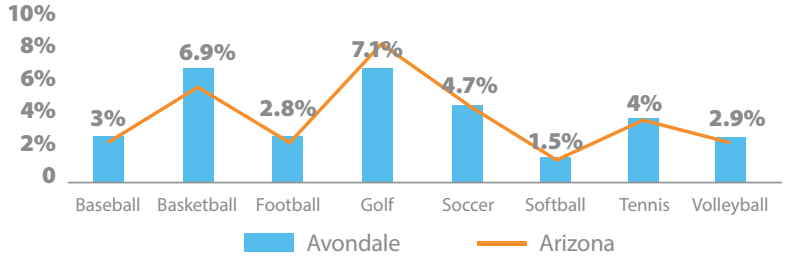
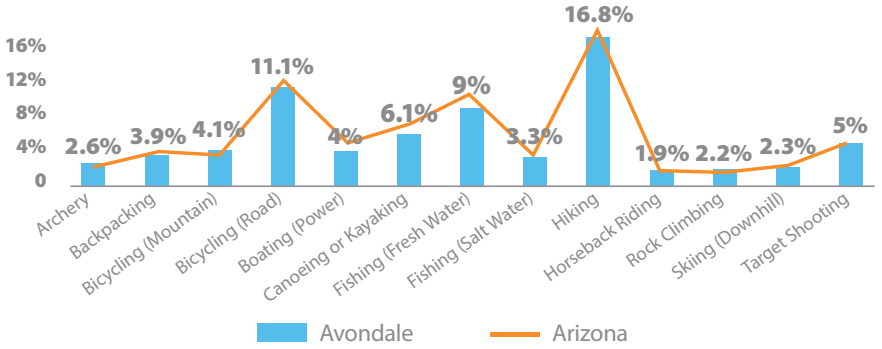


Figure 14: Local Participation in Outdoor Recreation



3.2.2 Local Recreation Expenditures

In 2023, the average expenditure by each Avondale resident on membership fees for social, recreation, and/or health clubs was an estimated $242.06 annually. Sports, recreation, and exercise equipment expenditures averaged $301.35 annually. Additional information regarding the average and total recreational expenditures is shown in Figures 15 and 16.

Figure 15: Estimated Average Recreational Expenditures Per Resident Per Year, 2023

Average Expenditures	Avondale	State
Membership Fees for Social/Recreation/Health Clubs	$242.06	$261.64
Fees for Participant Sports Excluding Trips	$109.48	$119.34
Tickets to Parks or Museums	$29.63	$28.24
Fees for Recreational Lessons	$140.48	$134.74
Sports/Rec/Exercise Equipment	$301.35	$293.61
Bicycles	$61.34	$57.92
Admission to Sports Events Excluding Trips	$46.21	$51.28
Camping Equipment	$23.12	$20.97
Hunting and Fishing Equipment	$72.59	$72.69
Water Sports Equipment	$12.93	$14.12
Other Sports Equipment	$9.37	$11.05

Figure 16: Estimated Total Recreational Expenditures Per Year, 2023

Total Expenditures	Avondale	State
Membership Fees for Social/Recreation/Health Clubs	$6,892,452	$741,195,769
Fees for Participant Sports Excluding Trips	$3,117,374	$338,070,214
Tickets to Parks or Museums	$843,572	$80,008,462
Fees for Recreational Lessons	$4,000,035	$381,701,134
Sports/Rec/Exercise Equipment	$8,580,703	$831,772,403
Bicycles	$1,746,477	$164,075,472
Admission to Sports Events Excluding Trips	$1,315,782	$145,266,619
Camping Equipment	$658,254	$59,405,865
Hunting and Fishing Equipment	$2,067,035	$205,936,029
Water Sports Equipment	$368,127	$40,006,599
Other Sports Equipment	$266,696	$31,306,050

3.2.3 Facilities

A typical parks and recreation agency will manage approximately 22 parks and seven buildings. The type and number of facilities and parks an agency can manage vary greatly; however, the NRPA Agency Performance Review for 2023 provides insight into what most agencies offer across the nation.[1]

Figure 17: National Facility Trends

Type of Facility	% of Agencies Offering	Type of Facility	% of Agencies Offering
Playgrounds	95%	Multiuse Courts	49%
Basketball Courts	86%	Tot Lots	48%
Baseball Fields (Youth)	79%	Soccer Fields (Adult)	42%
Tennis Courts (Outdoor)	76%	Skate Parks	41%
Multipurpose Fields	69%	Football Fields	35%
Dog Parks	68%	Pickleball Courts (Outdoor)	31%
Softball Fields (Adult)	63%	18-Hole Golf Course	29%
Softball Fields (Youth)	62%	Multiuse Courts (Outdoor)	27%
Baseball Fields (Adult)	55%	Synthetic Fields (Multipurpose)	25%
Community Gardens	52%	Ice Rink (Outdoor)	18%
Swimming Pools (Outdoor)	51%	Cricket Fields	14%
Soccer Fields (Youth)	50%	Lacrosse Fields	11%

1 NRPA. 2023. NRPA Agency Performance Review. National Recreation and Park Association. Accessed April 8, 2024. *NRPA Agency Performance Review.*

3.2.4 Programming

Per the NRPA Agency Performance Review for 2023, a typical parks and recreation agency will offer approximately 200 programs annually.[2] The following table depicts the most common types of programs offered by parks and recreation agencies and what percentage of agencies nationwide are offering those programs.

Figure 18: National Programming Trends

Type of Program	% of Agencies Offering	Type of Program	% of Agencies Offering
Themed Special Events	89%	Racquet Sports	71%
Social Recreation Events	88%	Aquatics	69%
Team Sports	86%	Teens	65%
Summer Camps	82%	Programs for People With Disabilities	63%
Fitness Enhancement Classes	81%	STEM Programs	58%
Health and Wellness Education	80%	After-School Programs	53%
Individual Sports	77%	Preschool	33%
Older Adults	77%	Before-School Programs	19%
Safety Training	71%	Full Day Care	7%

In addition to these trends, NRPA publishes top trends to anticipate each year. For 2023, NRPA highlighted the following programming trends:[3]

Walking for fitness is the most prevalent form of aerobic exercise.

Pickleball is the fastest growing recreational sport; however, noise complaints have become a major sore spot for nearby residents. USA Pickleball recently approved sound-eliminating equipment, which could help reduce noise by up to 50%.

Cricket is on the rise in some areas, notably among the Southeast Asian population.

Special events—such as family nights, seasonal festivals, and holiday karaoke—are on the rise.

Dog ownership rocketed during the pandemic, which led to a rise in dog parks. Dog parks are now the fastest growing park type, with off-leash dog parks leading the pack.

2 NRPA. 2023. NRPA Agency Performance Review. National Recreation and Park Association. Accessed April 8, 2024. *NRPA Agency Performance Review.*

3 Dolesh, R. December 21, 2023. "Top Trends in Parks and Recreation for 2024." National Recreation and Park Association. Accessed April 8, 2024. *https://www.nrpa.org/parks-recreation-magazine/2024/january/top-trends-in-parks-and-recreation-for-2024/.*

3.2.5 Natural Resources and Open Spaces

3.2.5.1 CONSERVATION

Natural Resource Conservation presents several advantages for parks and recreation agencies, including preserving natural resources like rivers and lakes and fostering the sustainability of ecosystems. It can also lead to cost savings by reducing utility bills and operational expenses. Implementing efficient irrigation practices and drought-tolerant landscaping can also enhance resilience to water shortages, crucial in regions prone to droughts such as Arizona.[4]

Natural Resource Conservation initiatives can also demonstrate an agency's commitment to environmental stewardship. Compliance with regulations is facilitated by proactive conservation measures, ensuring adherence to local water management laws. Additionally, conservation efforts offer educational opportunities for residents and visitors, raising awareness about water conservation's importance through interpretive signage and educational programs.

3.2.5.2 NATIVE PLANTS

Using native plants in parks and recreation areas offers numerous benefits for environmental sustainability, economic efficiency, and community well-being.[5]

Native plants can support local ecosystems by providing habitat and food for indigenous wildlife, which promotes biodiversity and helps maintain ecological balance. Native plants are adapted to local climate conditions and typically require less water than non-native species. This is especially beneficial in arid regions like Arizona, where water conservation is critical.

Native plants also generally require less maintenance because they can thrive in local conditions. Native plants decrease the need for additional resources like water, fertilizers, and pesticides, which can lead to cost savings for parks and recreation agencies.

Additionally, native plants can support community well-being through educational programming. Parks that feature native plants can serve as living classrooms for teaching about local ecology, conservation practices, and the importance of biodiversity. The Arizona Native Plant Society could be a good resource for Avondale to learn more about native plants and the preservation efforts being made across the state.

3.5.5.3 GREEN SPACE/OPEN SPACE

Prioritizing green spaces and open space within parks and recreation agencies is increasingly recognized for its vital role in enhancing public health, environmental sustainability, and community well-being. Green spaces, including parks, gardens, and natural reserves, can be essential for providing visitors with accessible areas for physical activity, which can be helpful for reducing the prevalence of chronic diseases and improving mental health.[6] Additionally, these spaces contribute to environmental benefits such as improved air quality, biodiversity, and effective stormwater management. According to CityHealth, areas that lack greenspace may have elevated air and noise pollution and increased air temperatures.[7]

4 EPA. "Drought Resilience and Water Conservation." *EPA. Accessed May 15, 2024. Drought Resilience and Water Conservation*.

5 Productive Parks. "The Benefits of Native Plantings in Parks." *Productive Parks. Accessed May 15, 2024. The Benefits of Native Plantings in Parks.*

6 NRPA. 2023. "Parks and Recreation: A Public Health Solution." National Recreation and Park Association. Accessed May 15, 2024. *Parks and Recreation: A Public Health Solution*.

7 Forrest, K. and Patterson, C. 2022. "Greenspace: Local Policies Building Healthy, Resilient, and Equitable Communities." CityHealth. Accessed May 15, 2024. *Greenspace: Local Policies Building Healthy, Resilient, and Equitable Communities*.

3.2.6 Engaging Latino Populations

Avondale and Arizona are home to a large population of Latinos. The Latino community may face barriers related to parks and recreation opportunities due to poverty, healthcare access, education, and housing barriers. According to the Hispanic Federation,[8] Latinos are 30% less likely to engage in physical activity compared to the white population, and only one third of Latinos live within walking distance of a park compared to almost half of the white population.

Additionally, the Hispanic Federation cites a report from A Trust for Public Land that found that areas where there are low-income neighborhoods typically have less park space. Because of the lack of space in these neighborhoods, minorities and low-income individuals are less likely than high-income, white individuals to participate in regular physical activity. This Hispanic Federation suggests that to create more opportunities for Latinos to engage with the benefits of parks and recreation, communities need to create more parks that are accessible and safe. Valle de Oro National Wildlife Refuge in Albuquerque, New Mexico was cited as a park that is working to provide outdoor access to a large Latino population.

Figure 19a: Hispanic Federation, Healthy Parks: Healthy Latinos

ABOUT THE PARK

In 2012, the **Valle de Oro National Wildlife Refuge** was designated by U.S. Secretary of the Interior Ken Salazar as the first urban wildlife refuge in the Southwvest.[25]

Located on a former dairy farm along the Rio Grande in a historically underserved and predominantly Latino community, this wildlife refuge is within driving distance of over half of New Mexico's population.

When it is complete, Valle de Oro will encompass 570 acres of land that offer open spaces and trails for hiking, nature walks and other outdoor recreation activities. It will also provide critical refuge to migratory birds and other wildlife, offering educational opportunities for people to connect with and learn about the natural world.[26]

LATINO POPULATION

Hispanics make up over 46 percent of New Mexico's population.[27]

HEALTH CHALLENGES

The Latino population in New Mexico struggles with many chronic health conditions. A New Mexico Department of Health study found that over one-third of Hispanic third graders in the state were overweight or obese.[28] The Hispanic rate of diabetes in New Mexico is also 2 times the rate for the White population.[29]

STATE ADULT OBESITY RATES (2013)

Source: www.stateofobesity.org

THE PROJECT

Part of the funding to create the Valle de Oro Wildlife Refuge came from the Land and Water Conservation Fund (LWCF).

LWCF uses fees paid by oil companies drilling off-shore to protect parks and public lands and create outdoor recreation opportunities across the country. A portion of LWCF fees are also allocated to a "State Assistance Program," where matching grants are made available to communities to build playgrounds, bike paths, parks, soccer fields, swimming pools, etc.

3.3 Policies and Procedures

The following policies and procedures highlighted from NRPA's Agency Performance Review for 2024 can help Avondale shape policies and procedures based on national trends.[9]

66% of agencies offer health food options at vending machines or concession stands

86% of agencies charge fees to enter some of their parks

16% of agencies have parking fees at some of their facilities

80% of agencies expressed commitment to diversity, equity, and inclusion in foundational documents

90% of agencies have hiring practices that promote a diverse workforce

8 Hispanic Federation. 2015. "Healthy Parks: Healthy Latinos." Hispanic Federation. Accessed May 15, 2024. *Health Parks: Healthy Latinos*.

9 NRPA. 2024. "NRPA Agency Performance Review." National Recreation and Park Association. Accessed April 8, 2024. *2024 NRPA Agency Performance Review*.

3.4 Engagement

NRPA issues an *Engagement with Parks* report each year that provides insights on why people engage with their local parks and recreation agencies. Below are a few highlights from the report, including top reasons people go to parks or facilities, investments visitors would like to see, obstacles to accessing parks and recreation services, and what amenities visitors enjoy most.[10]

Investments People Want to See

- Improve outdoor facilities: 43%
- Improve indoor facilities: 35%
- Improve facility accessibility: 32%
- Increase youth sports opportunities: 29%

Top Obstacles to Accessing Parks and Recreation

- Lack of time: 33%
- Concern about personal safety at the facility: 21%
- Concern about personal safety traveling to the facility: 20%
- Excessive costs or fees: 18%

Top Amenities Visitors Enjoy

- Visit a local park, playground, or open space: 66%
- Use a hiking, biking, or walking trail: 47%
- Play sports with family or friends: 30%
- Use a local swimming pool or aquatic center: 28%

Top Reasons People Go to Parks

- Spend time with family and friends: 50%
- Have a break from stress: 47%
- Exercise or be physically fit: 46%
- Be close to nature: 46%

10 NRPA. 2023. Engagement with Parks Report. Ashburn, VA: National Recreation and Park Association. Accessed April 8, 2024. *https://www.nrpa.org/publications-research/research-papers/Engagement/*.

3.5 Participation

This section aims to identify and analyze current trends in sports and recreation, with a particular focus on participation trends derived from the SFIA 2024 Report.[11] Understanding the latest trends in sports is crucial for Avondale to effectively plan and develop programs and use space in a way that reflects participation data.

Mosts Popular Sports and Activities

Basketball is the most popular team sport with 29.7 million participants.

Tennis is the most popular racquet sport with 23.8 million participants.

Pickleball continues to grow rapidly with participation growing by 51.8% in 2023.

Increase in Popularity

Walking for fitness is the most prevalent form of aerobic exercise.

Tai chi saw a 16.3% increase in participation in one year; however, yoga continues to lead in popularity for conditioning activities.

Dance, step, and other choreographed exercises have grown by 3.3% since 2018, attracting 26.2 million participants each year.

Decline in Participation

Ultimate Frisbee has experienced a significant decline in participation (-4.9% since 2018).

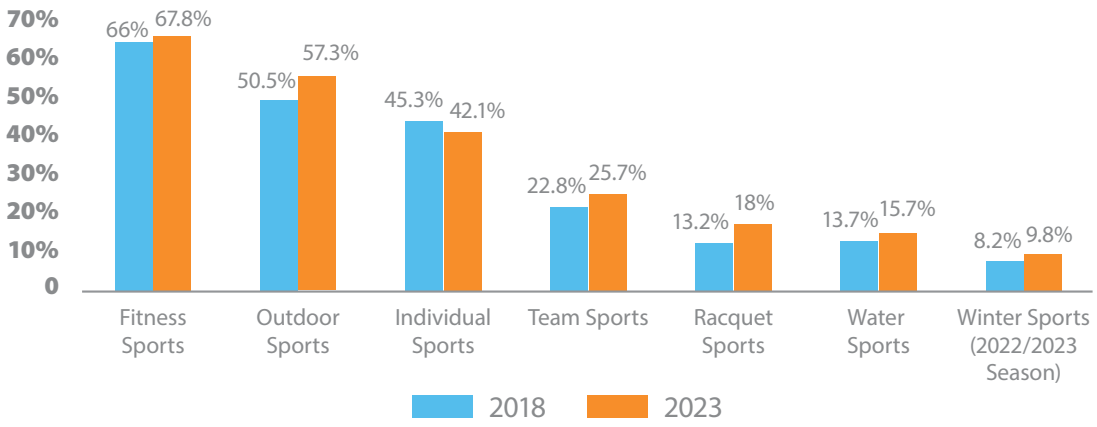
Stationary cycling (group exercise) has been heavily impacted by at-home fitness equipment, declining by 6.2% in five years with 6.2 million participants.

11 SFIA. February 27, 2024. SFIA's Topline Participation Report Shows Strong Positive Trends Across All Sports and Fitness Categories. Sports & Fitness Industry Association. Accessed April 8, 2024. *SFIA's Topline Participation Report Shows Strong Positive Trends Across All Sports and Fitness Categories*.

3.5.1 Top Trending Activities and Five-Year Growth

Figure 19 demonstrates the total U.S. participation rates in different sport categories for those ages six years and over from 2018 and 2023. Fitness has led in popularity for the last five years.

Figure 19: U.S. Participation by Activity Type 2018 vs. 2023



3.6 Visitation Analysis

To gain insights into visitor behaviors and patterns, BerryDunn analyzed mobility data from the Department's parks and facilities using Placer.ai. Placer.ai obtains anonymous and aggregated data of geolocated devices—such as smartphones—which provided the BerryDunn team with insights into park visitation, time spent in parks, pre- and post-visit travel patterns, and more.

Data received from Placer.ai is anonymous, aggregated, and verified by data scientists before delivery; therefore, user data is scrubbed of any personal information. This mobility data may help the city make data-driven decisions based on the following:

- Visitor demographics
- Consumer profiles
- Annual, monthly, daily, and hourly visits
- Length of time spent at the facility or park
- Distance traveled to access the facility or park
- Pre- and post-visit journeys

BerryDunn analyzed the following locations and determined geographical boundaries using geographic information system (GIS) files: Friendship Park, Festival Fields Park, Donnie Hale Park, Dennis DeConcini Park, Las Ligas Park, Avondale Civic Center Library, Sam Garcia Western Ave Library.

Visitor Demographics

Most visitors—approximately 57.4%–67.8%—across all locations identify as Hispanic or Latino.

Figure 20: Visitor Ethnicity (Parks)

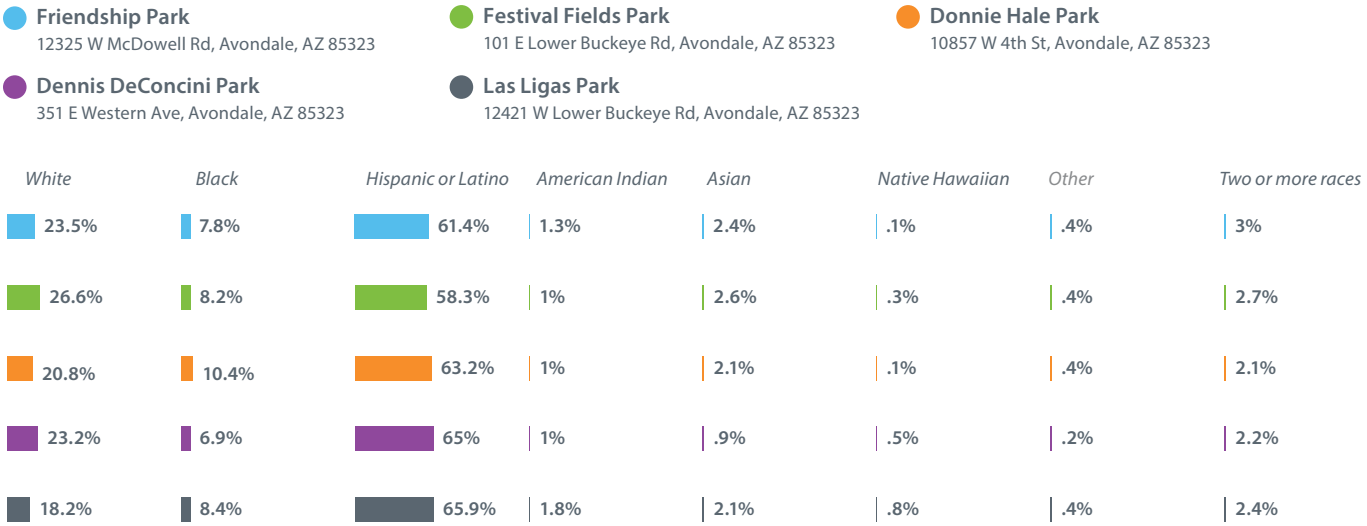
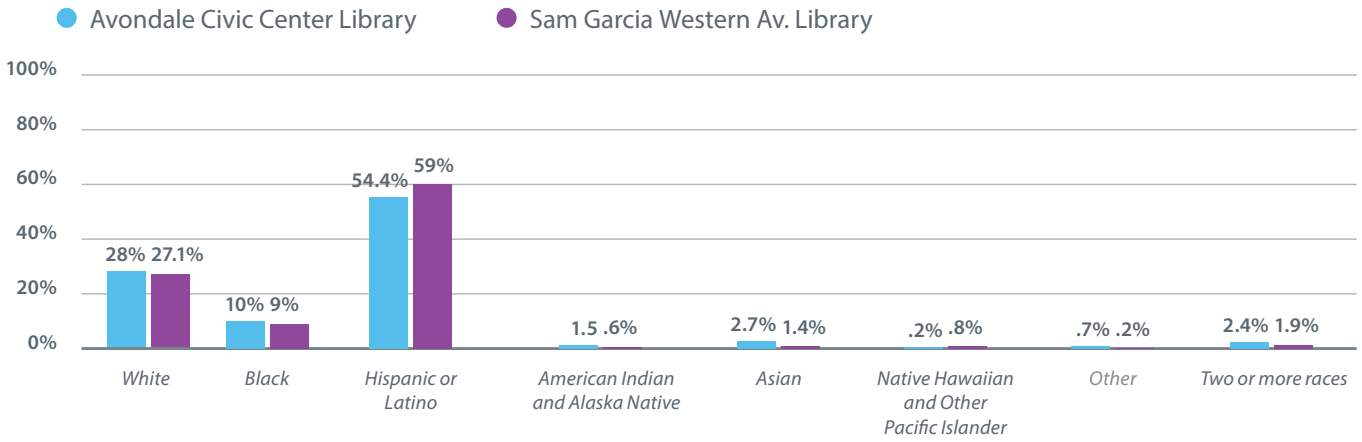


Figure 21: Visitor Ethnicity (Libraries)



3.7 Consumer Profiles

BerryDunn reviewed the Experian Mosaic data set within Placer.ai to further understand the consumer profiles of the city's visitors. Experian categorizes household consumer segments based on demographics, lifestyle, and behavior data, which can be helpful in conducting market research, targeted marketing, and determining visitor behaviors. The top three consumer profiles are consistent across all locations.

Figure 22: Consumer Profiles

Audience Profile	Description	Key Features
Cultural Connections	Diverse, mid- and low-income families in urban apartments and residences	• Ambitious • Financially curious • Modest educations • Older city apartments • Renters • Single parents
Family Union	Middle income, middle-aged families living in homes supported by solid blue-collar occupations	• Bilingual • Blue-collar jobs • Financially cautious • Large households • Married with kids • Team sports
Singles and Starters	Young singles starting out and some starter families living a city lifestyle	• Digitally savvy • Foodies • Politically disengaged • Rental housing • Single adults

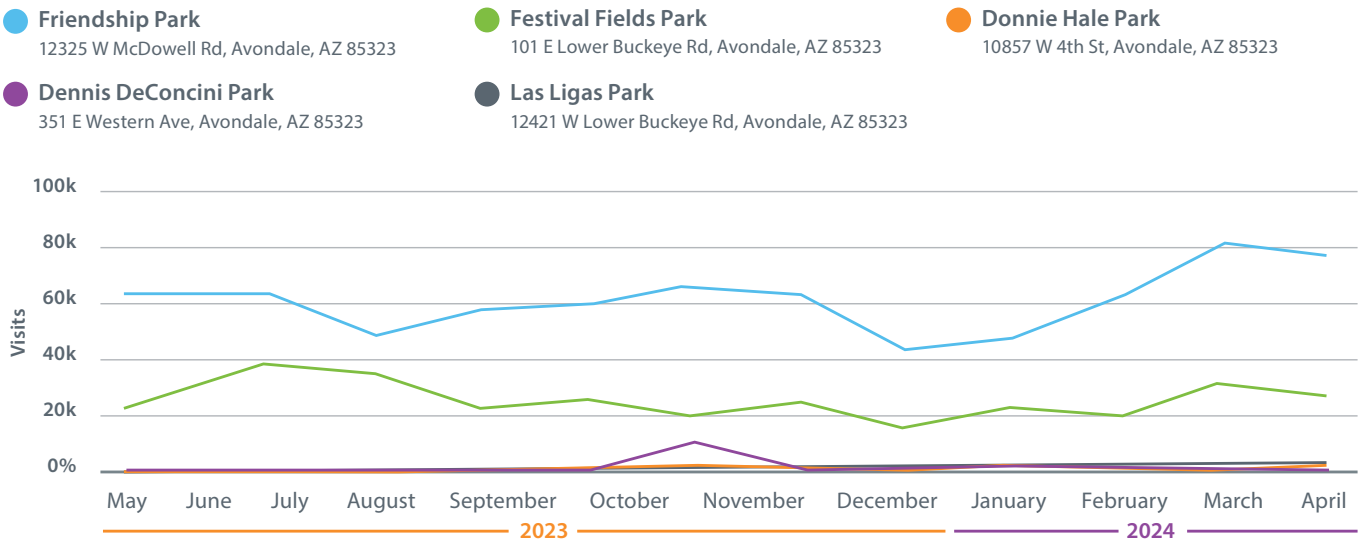
3.8 Visitor Trends

The following sections provide insights into visitor trends, including when visitors are most often at facilities throughout the year (the past 12 months), week, and day.

3.8.1 Annual

Figure 23 reflects visitation trends from the past 12 months by each facility in addition to visitation from 2021, 2022, and 2023. Friendship Park saw the highest number of visits across all years, averaging approximately 808,325 visits a year. Las Ligas Park had the least number of visitors, averaging approximately 21,624 visits a year.

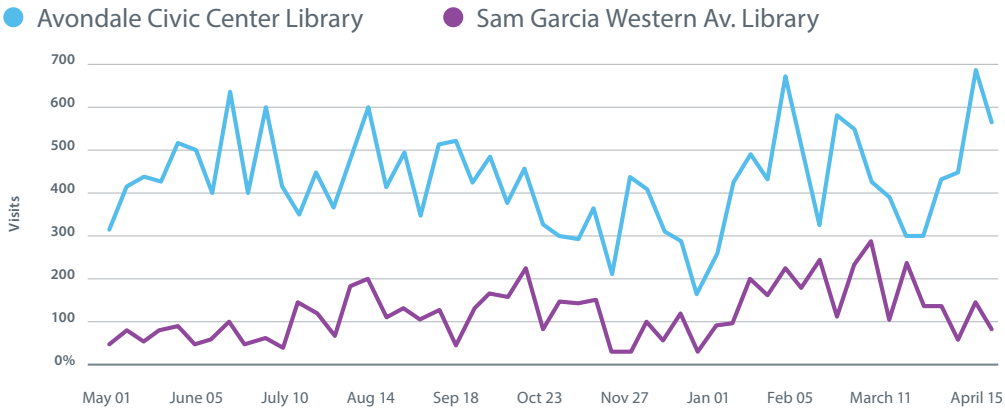
Figure 23: Visitation–2021, 2022, and 2023, and Last 12 Months (Parks)



2021	2022	2023	Last 12 months
734.7k	799.4k	890.9k	887.9k
498.8k	414.4k	389.7k	379k
21.9k	7.8k	26.1k	31.4k
18.9k	23.8k	29k	26.5k
20.5k	27.4k	17k	13.9k

Figure 24 reflects visitation trends from the past 12 months by each library facility in addition to visitation from 2021, 2022, and 2023. Both libraries saw their highest number of visits across all years in the last 12 months.

Figure 24: Visitation–2021, 2022, and 2023, and Last 12 Months (Libraries)



	2021	2022	2023	Last 12 Months
Avondale Civic Center Library	12.7k	15.8k	19.8k	24.8k
Sam Garcia Western Av. Library	3.1k	4.6k	4.7k	6.4k

3.8.2 Daily

Figure 25 reflects daily park visitation trends over the last 12 months. Saturday was the most popular day of the week to visit Festival Fields Park, Dennis DeConcini Park, and Las Ligas Park. Friendship Park saw peak attendance on Fridays, and Donnie Hale Park saw peak attendance on Wednesdays.

The least popular day of the week varies across locations. Friendship Park and Festival Fields Park see the least number of visits on Monday. Dennis DeConcini Park sees the least number of visits on Tuesday. Las Ligas Park see the least number of visits on Thursday. Donnie Hale Park see the least number of visits on Friday.

Figure 25: Daily Visitation (Parks)

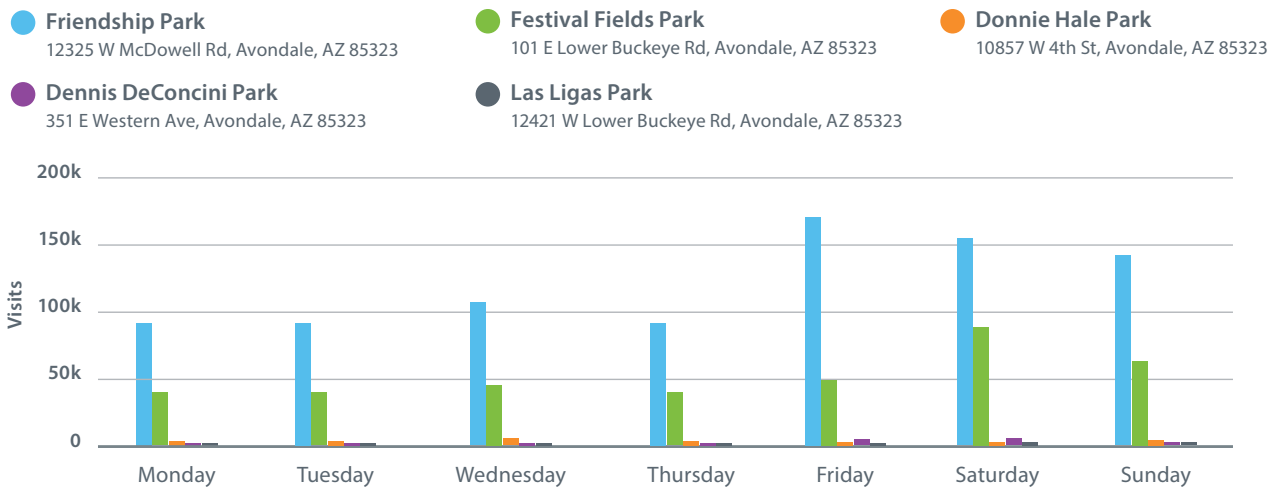
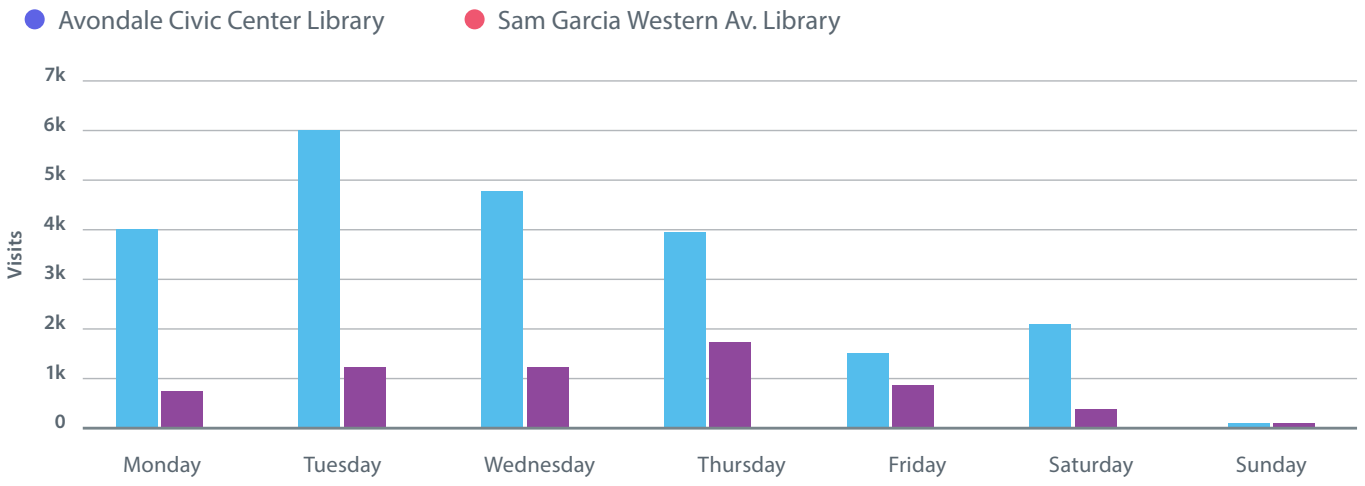


Figure 26 reflects daily library visitation trends over the last 12 months. Avondale Civic Center Library sees the most visits on Tuesday, while Sam Garcia Western Ave Library sees the most visits on Thursday.

Figure 26: Daily Visitation (Libraries)



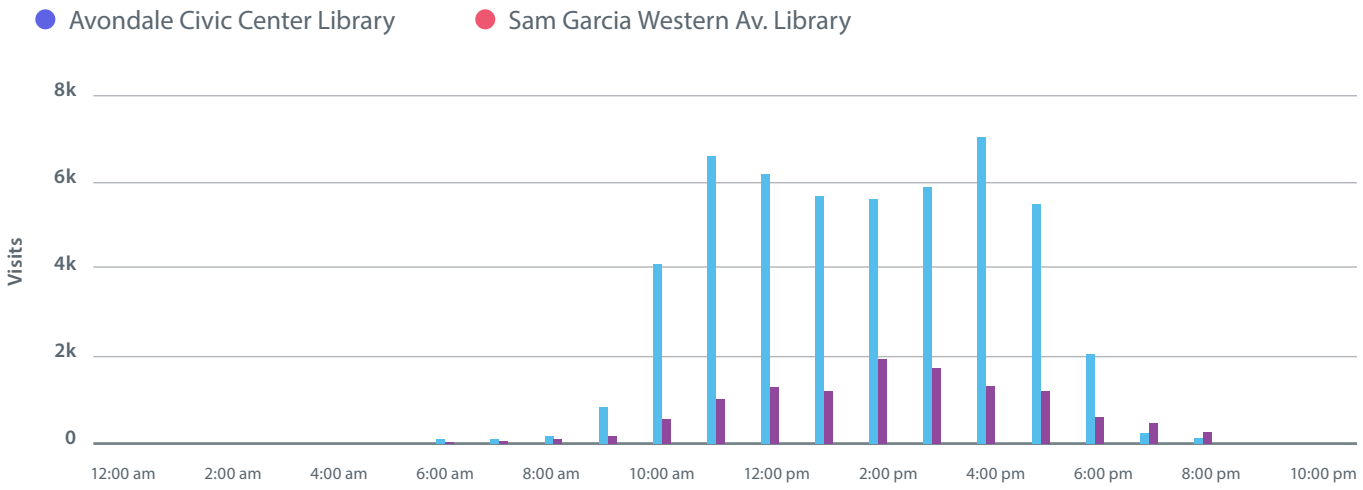
3.8.3 Hourly

Figure 27 reflects hourly park visitation trends over the last 12 months. The most popular time to visit Friendship Park, Festival Fields Park, and Dennis DeConcini Park is between 7 p.m. and 8 p.m. The most popular time to visit Donnie Hale Park is between 6 p.m. and 7 p.m. The most popular time to visit Las Ligas Park is between 5 p.m. and 6 p.m.

Figure 27: Hourly Visitation (Parks)

Figure 28 reflects hourly library visitation trends over the last 12 months. Avondale Civic Center Library sees spikes in visitors at 11 a.m. and 4 p.m. The busiest time at Sam Garcia Western Ave Library is 2 p.m.

Figure 28: Hourly Visitation (Libraries)



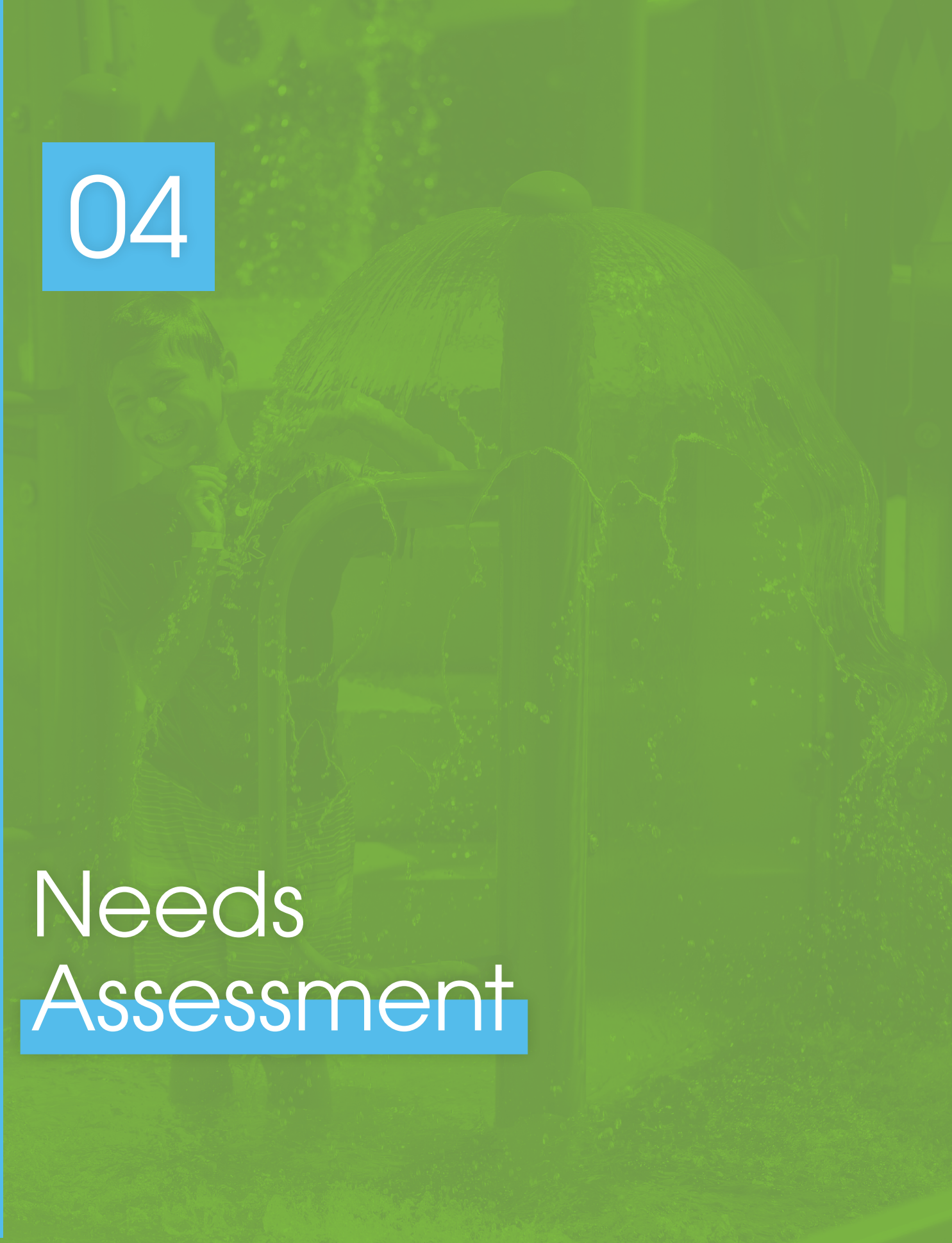
3.9 Visitation Analysis Findings

The data analysis can give the Department valuable insights into visitation patterns and trends for each location over the last 12 months.

Most visitors identify their ethnicity as Hispanic or Latino. The median household income of visitors ranges from $58,000 to $74,000. The Department can use visitor demographic information and consumer profiles to guide the development of programs, services, facilities, and staffing allocation.

- Friendship Park emerged as the location with the highest number of visits, with over 887,900 visits in the last 12 months.
- Las Ligas Park had the least number of visits in the last 12 months with just over 13,900.
- Saturdays were the busiest days for three of the parks, while Friendship Park saw peak attendance on Fridays and Donnie Hale Park saw peak attendance on Wednesdays.
- Visitors typically go to these parks between 5 p.m. and 8 p.m. On average, visitors spend approximately 65.4 minutes at a facility.
- Avondale Civic Center Library sees the most visits on Tuesday, while Sam Garcia Western Ave Library sees the most visits on Thursday.
- Avondale Civic Center Library sees spikes in visitors at 11 a.m. and 4 p.m. The busiest time at Sam Garcia Western Ave Library is 2 p.m.
- Most library visits come from people living nearby, between one and five miles from the libraries.

This information can help the Department with scheduling events, planning maintenance, and optimizing staff utilization. For instance, visitors may be more likely to attend an event or program on Saturday evenings based on current park usage. Conversely, hosting events during less busy periods could attract more visitors to the park. Additionally, peak attendance hours can guide the Department in scheduling routine maintenance and determining staffing requirements.



04

Needs Assessment

From July 2023 through October 2023, BerryDunn—along with its partners—executed an extensive engagement strategy throughout the City of Avondale in support of a master planning initiative. This engagement strategy was carefully planned through the lens of equity and inclusion to reach as many diverse audiences as possible. Engagement activities were broad and multifaceted to connect with residents, staff, partners, visitors, park and recreation system users and non-users, etc.

Engagement efforts were crafted to achieve the following outcomes:

1. **Increase community awareness** of the City's current services, successes, and challenges
2. **Bring as many voices into conversations** about future park, recreation, and library services as possible
3. **Focus** on several key areas of need to help support planning recommendations:
   - **a.** Perceived quality of City service levels
   - **b.** Barriers to accessing park, recreation, and library services
   - **c.** Gaps in City-provided services as well as trends and new ideas for future offerings
   - **d.** Research-based understanding of equitable provision of services

The full needs assessment report is in the appendices of this master plan.

4.1 Campaign Brand

Avondale staff and BerryDunn designed a distinctive, engaging brand for the master plan campaign to capture attention and encourage participation and feedback. The chosen tagline and logo—"¡Vamos! Jump Into Fun"—celebrated the community's unique vibrancy and rich diversity, focused on inclusion and quality of life.

Exhibit 1.1: Logos in English and Spanish

¡Vamos! Jump Into Fun

¡Vamos! Salta a la Diversión

4.1.1 Campaign Collateral

To support engagement efforts, BerryDunn designed a wide range of digital and print marketing collateral, including flyers, poster boards, comment cards, website banners, social media graphics, t-shirts, and grocery totes. Materials were translated, as needed, to reach all desired communities.

4.2 Statistically Valid Survey

During winter and spring 2024, BerryDunn partnered with ETC Institute (ETC) to administer a community survey for the city. This survey aimed to help determine parks, recreation, and priorities for the community.

The full survey report is in the appendices of this master plan.

4.2.1 Methodology

ETC Institute mailed a survey packet to a random number of households in the Avondale area. Each packet contained a cover letter, the survey, and a postage-paid return envelope. Respondents could choose whether to return the survey by mail or complete it online via the *city website*. To prevent nonresidents from participating, all online respondents were required to enter their home address before submitting their responses. ETC Institute then matched the addresses entered with those originally selected for the random sample. If the addresses did not match, the online survey was not included in the final database for this report.

The survey targeted a minimum of 400 completed responses from residents and received 401 responses. The overall results for this sample have a precision of at least +/-4.88% at the 95% level of confidence.

4.2.2 Key Survey Findings

4.2.2.1 PARKS AND RECREATION FACILITIES/ PROGRAMS USE

Overall Parks, Recreation, and Library Facilities Use: Most respondents (81%) had visited a park, library, or recreation facility in the past year, with 27% visiting weekly, 52% monthly, 19% yearly, and 2% daily. Overall, most respondents rated the facilities they visited as either "excellent" (34%) or "good" (51%); only 13% rated them as "fair" and 2% as "poor."

Overall Parks, Recreation, and Library Programs Use: Most respondents (45%) indicated they have participated in programs, activities, special events, and performances during the past year. Of those respondents, 21% participated in one program, 59% participated in two to three, 15% participated in four to five, and 6% participated in more than six programs. Respondents were also asked to rate these programs: 36% rated the programs as "excellent," 54% rated them as "good," and 9% rated them as "fair."

Barriers: Respondents were asked about barriers that prevented them from visiting facilities and participating in programs more often. The top barriers were as follows: unaware of facility locations (26%), lack of desired features (22%), and lack of programs that meet needs (19%).

4.2.2.2 COMMUNICATION

Respondents were asked about the ways they learn about Department programs, and events in Avondale. The most common communication methods used were the city website (51%), social media (50%), and the RAVE review program guide (39%). The most common and preferred methods of communication were social media (49%), the city website (45%), and the RAVE review program guide (33%).

4.2.2.3 ADDITIONAL FINDINGS

Satisfaction with overall value of parks, recreation and libraries services: Respondents indicated their level of satisfaction with the overall value of parks, recreation and libraries services: 19% said they were "very satisfied," 37% were "satisfied," 32% were "neutral," 8% were "dissatisfied," and 4% were "very dissatisfied."

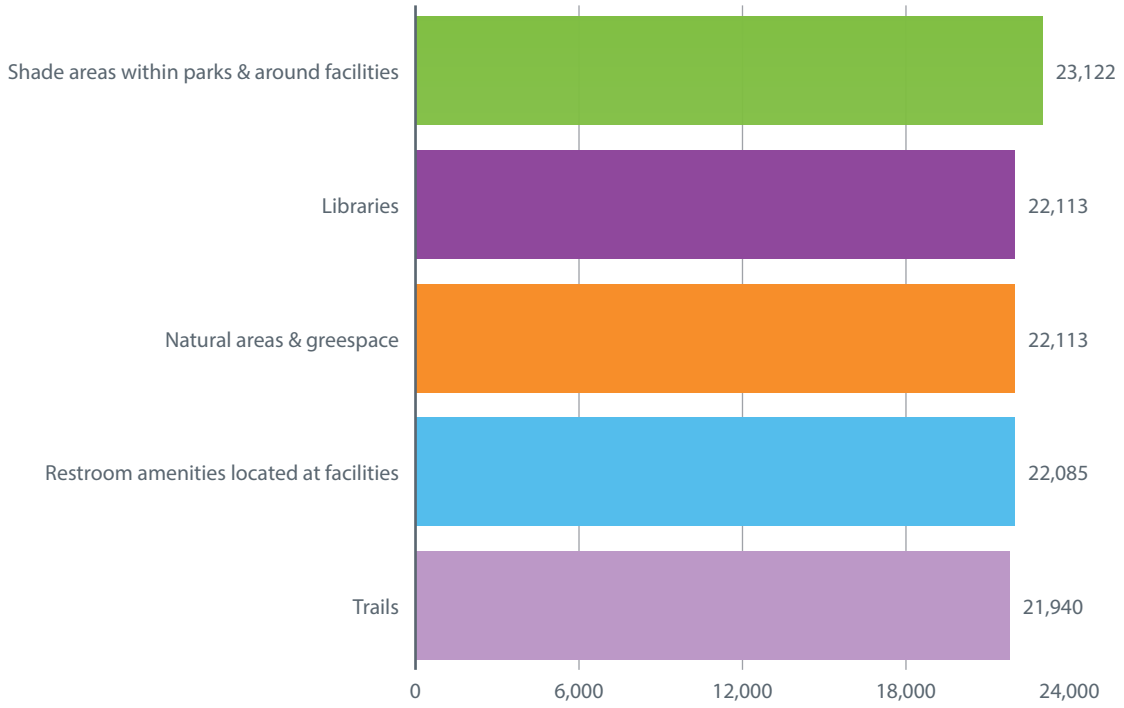
4.2.2.4 RECREATION FACILITIES NEEDS AND PRIORITIES

Facility Needs: Respondents were asked to identify whether their household had a need for 38 recreation facilities and to rate how well each facility is currently meeting their needs. Based on this analysis, ETC Institute estimated the number of households in the community that had the greatest unmet need for various facilities. The three facilities with the highest percentage of households that have an unmet need are as follows:

1. Shade areas within parks and around facilities: 23,122 households
2. Libraries: 22,113 households
3. Natural areas and greenspace: 22,113 households

The estimated number of households that have unmet needs for each of the 38 facilities assessed is shown in the chart below.

Q5. Estimated number of households who have a need for facilities
by number of households based on an estimated 28,831 households

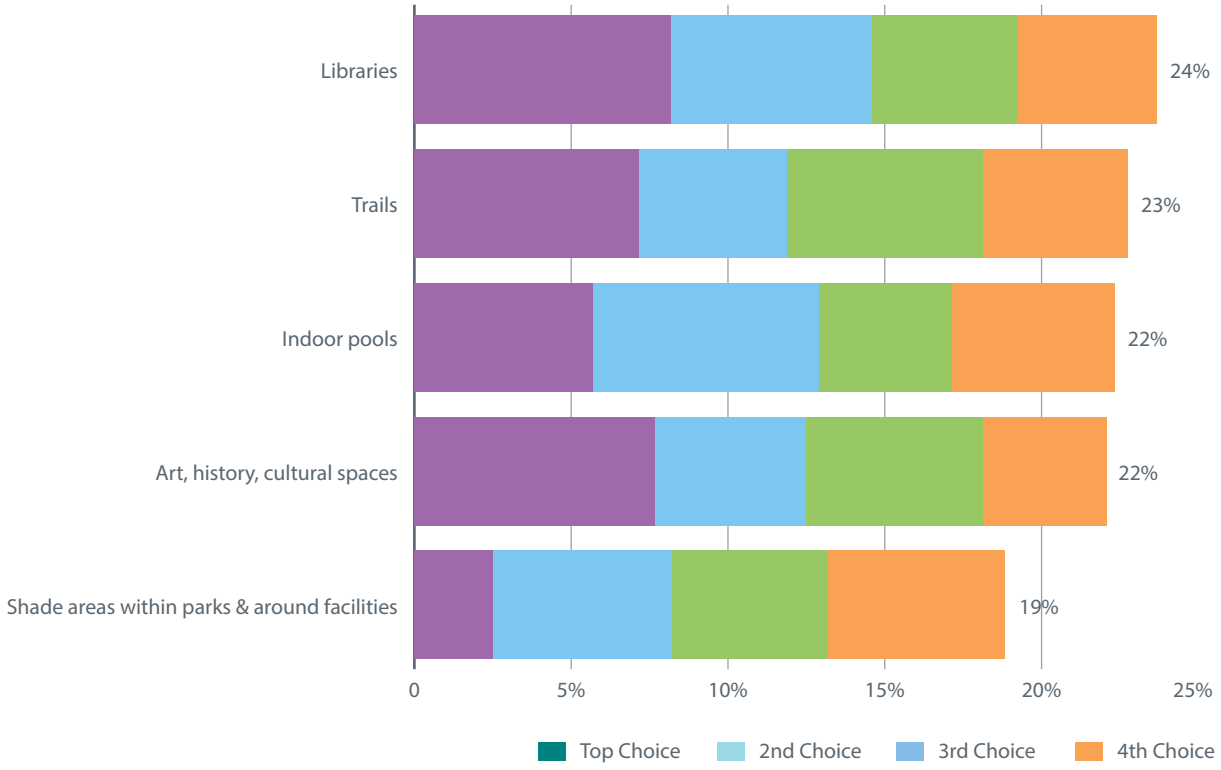


Facility Importance: In addition to assessing the needs for each facility, ETC Institute also assessed the importance that residents placed on each item. Based on the sum of respondents' top four choices, the four facilities that ranked most important to residents are as follows:

1. Libraries (24%)
2. Trails (23%)
3. Indoor pools (22%)
4. Art, history, cultural spaces (22%)

The percentage of residents who selected each facility as one of their top four choices is shown in the following chart:

Q6. Facilities most important to households
by percentage of resondents who selected the items as one of their top four choices.



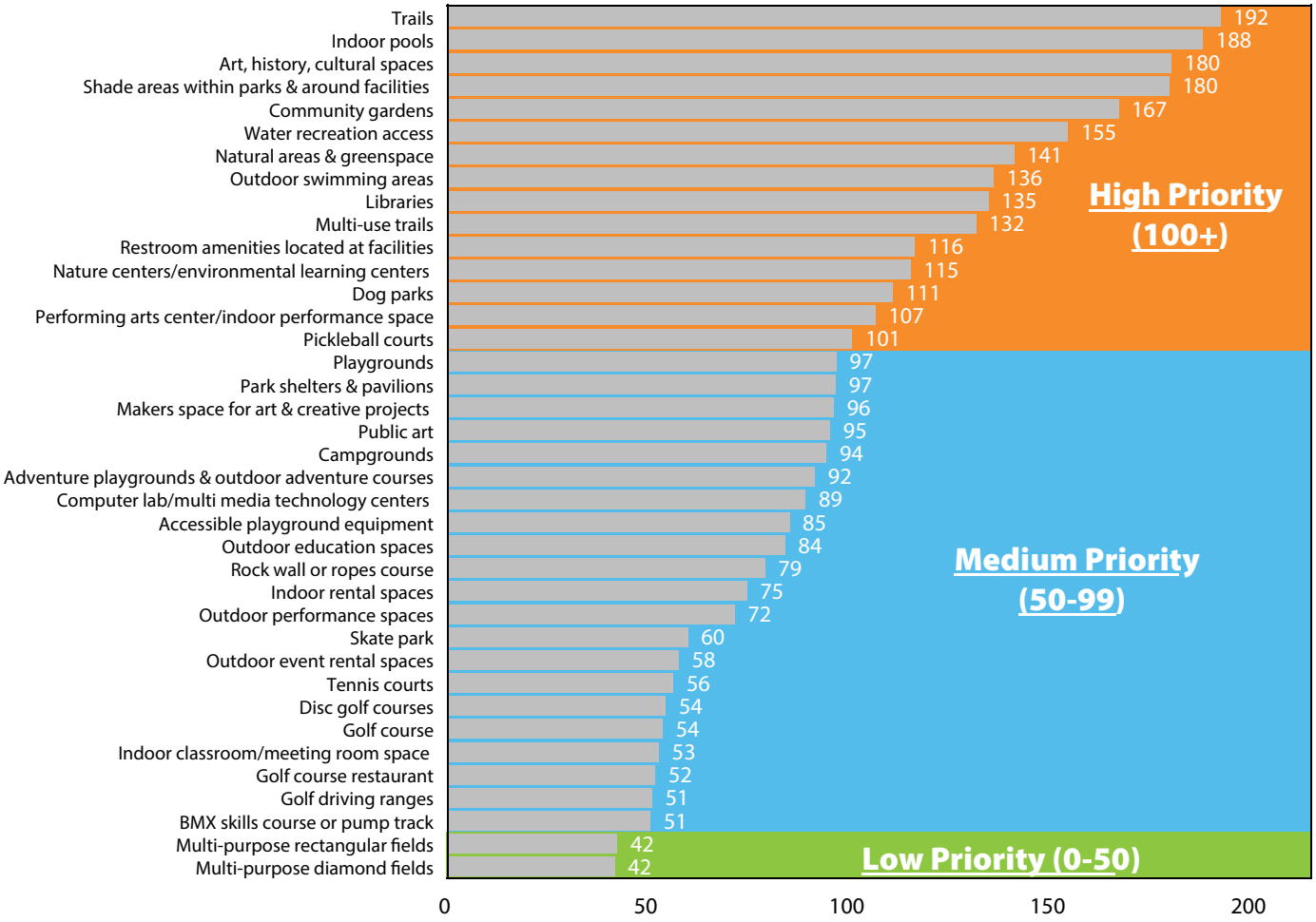
Note: The Avondale Aquatic Center opened in spring 2024, and community considerations for indoor pools will need to be measured again in the future.

Priorities for Facility Investments: ETC Institute's Priority Investment Rating (PIR) provides organizations with an objective tool for evaluating the priority that should be placed on recreation and park investments. The PIR equally weighs the importance residents place on a facility and how many residents have unmet needs for the facilities. (Further details regarding the methodology for this analysis are provided in Section 3). Based on the PIR, the following facilities were rated as high priorities for investment:

- Trails (PIR = 192)
- Indoor pools (PIR = 188)
- Art, history, cultural spaces (PIR = 180)
- Shade areas within parks and around facilities (PIR = 180)
- Community gardens (PIR = 167)
- Water recreation access (PIR = 155)
- Natural areas and greenspace (PIR = 141)

The chart below shows the PIR for all 38 facilities assessed in the survey.

Top Priorities for Investment for Facilities Based on Priority Investment Rating



Note: The Avondale Aquatic Center opened in spring 2024, and community considerations for indoor pools will need to be measured again in the future.

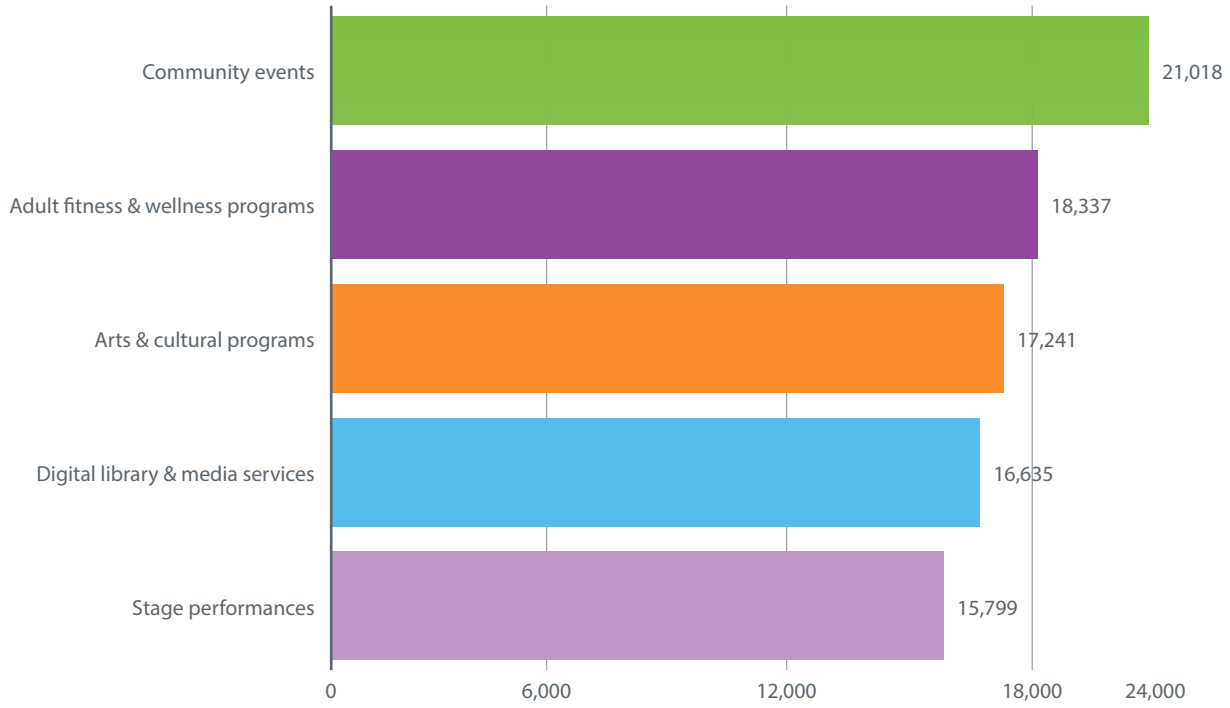
4.2.2.5 PROGRAMS NEEDS AND PRIORITIES

Program Needs: Respondents were asked to identify whether their household had a need for 35 programs and to rate how well each program currently meets their needs. ETC Institute estimated the number of households with the greatest unmet need for programs and identified the top three programs as follows:

1. Community events: 21,018 households
2. Adult fitness and wellness programs: 18,337 households
3. Arts and cultural programs: 17,241 households

The estimated number of households with unmet needs for each program assessed is shown in the chart below.

Q7. Estimated number of households who have a need for programs
by number of households based on an estimated 28,831 households



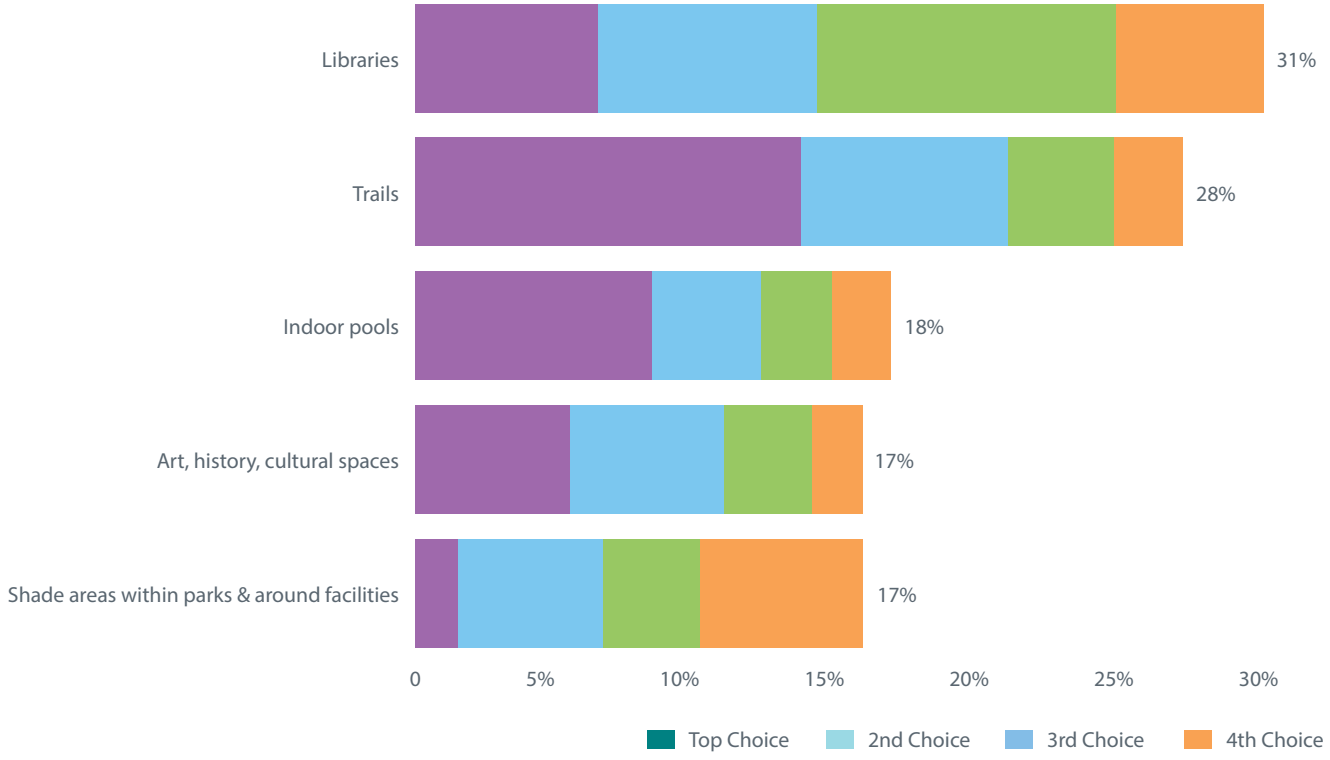
Note: The Avondale Aquatic Center opened in Spring, 2024 and community considerations for indoor pools will need to be measured again in the future.

Program Importance: In addition to assessing the needs for each program, ETC Institute also assessed the importance residents placed on each item. Based on the sum of respondents' top four choices, the following four programs were ranked as most important:

1. Community events (31%)
2. Adult fitness and wellness programs (28%)
3. Adult aquatics programs (18%)
4. Arts and cultural programs (17%)

The percentage of residents who selected each program as one of their top four choices is shown in the chart below:

Q6. Programs most important to households
by percentage of resondents who selected the items as one of their top four choices.



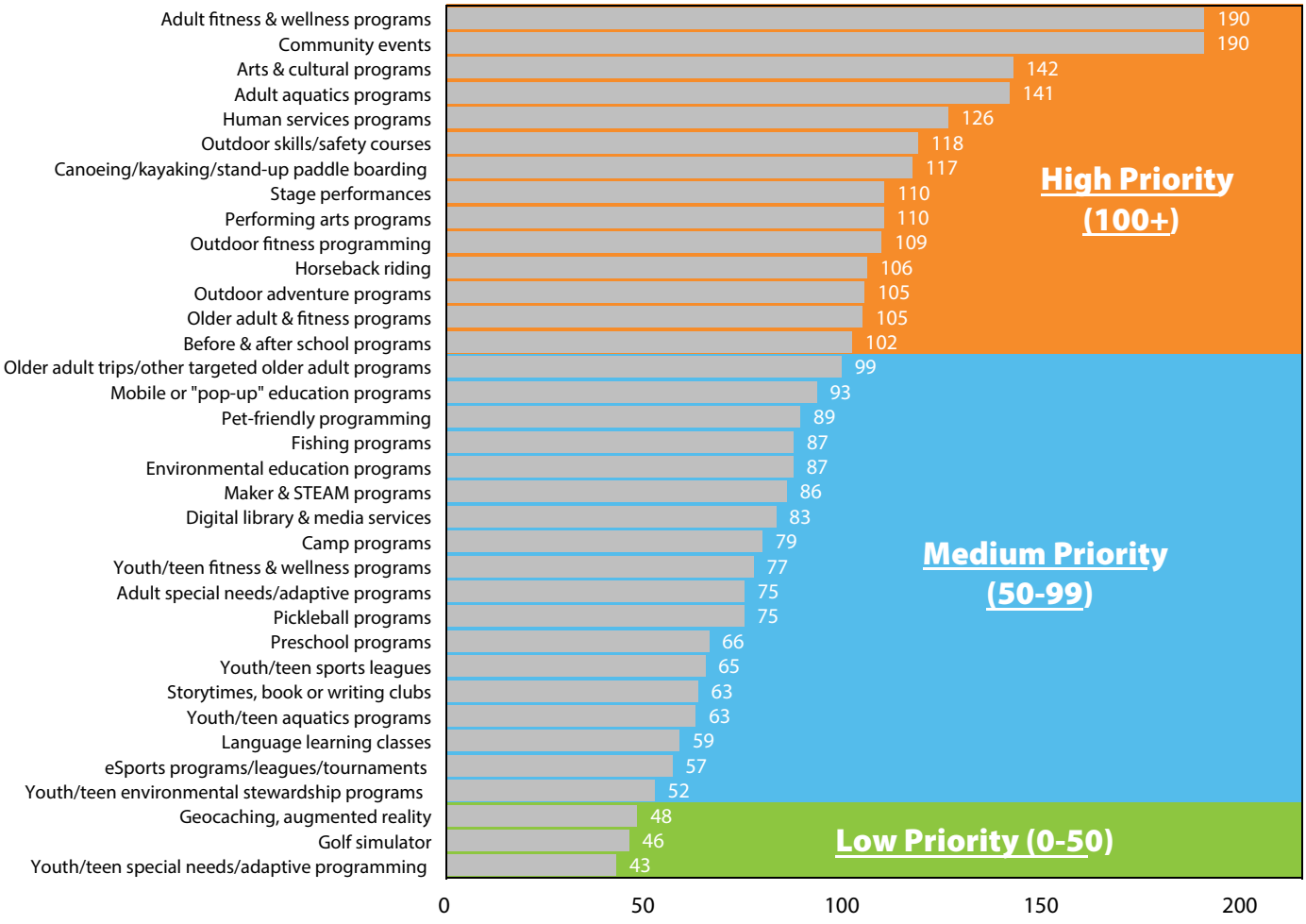
Note: The Avondale Aquatic Center opened in Spring, 2024 and community considerations for indoor pools will need to be measured again in the future.

Priorities for Program Investments: Based on the PIR, the following programs were rated as high priorities for investment:

- Adult fitness and wellness programs (PIR = 190)
- Community events (PIR = 190)
- Arts and cultural programs (PIR = 142)
- Adult aquatics programs (PIR = 141)
- Human services programs (PIR = 126)
- Outdoor skills/safety courses (PIR = 118)
- Canoeing/kayaking/stand-up paddleboarding (PIR = 117)

The following chart shows the PIR for all 35 programs assessed in the survey:

Top Priorities for Investment for Programs Based on Priority Investment Rating



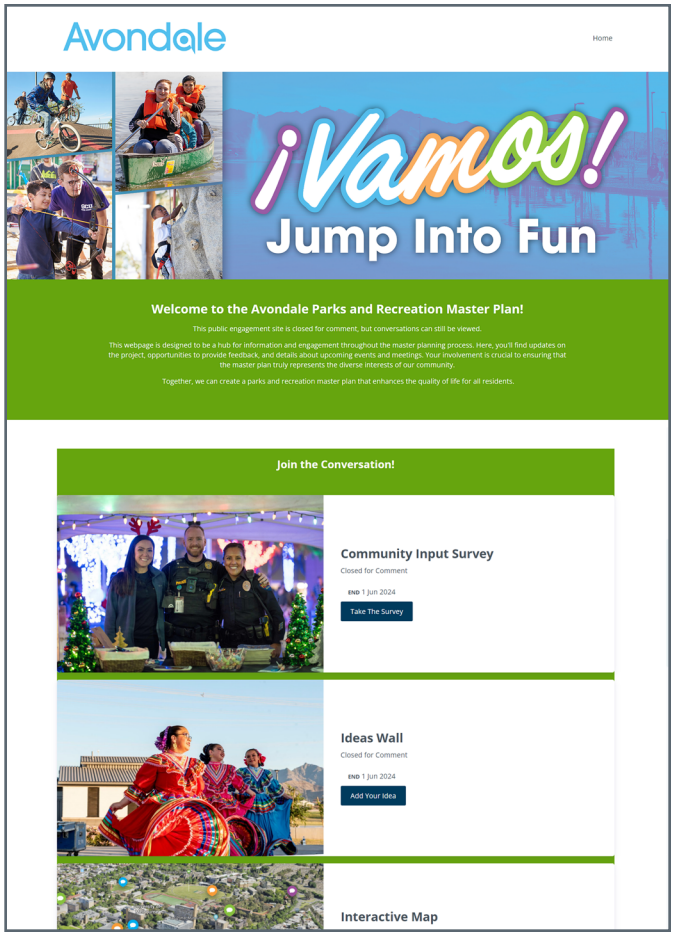
Note: The Avondale Aquatic Center opened in Spring, 2024 and community considerations for indoor pools will need to be measured again in the future.

4.3 Project Website/ Social Pinpoint

As part of the engagement for the master plan study, BerryDunn created a Social Pinpoint site. Social Pinpoint is an online engagement tool used to gather community input. With assistance from city staff, BerryDunn customized the site for this project, including a community input survey, an ideas wall, and an interactive map. The site was linked to avondaleaz.gov and avondaleconnect.org.

The site opened for comment on March 14, 2024, and closed on June 8, 2024. The site recorded 1,968 visits from users who completed 226 survey responses and recorded 167 comments. This section summarizes feedback from Social Pinpoint.

The full website and Social Pinpoint report is available in the appendices of this master plan.



4.2.2.6 COMMUNITY SURVEY RESULTS (BY QUESTION)

Figure 29: How many recreation programs do you or your family members participate in annually?

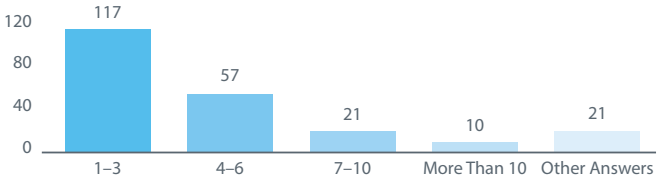


Figure 30: Rate the quality of our programs on a scale from 1 to 10.

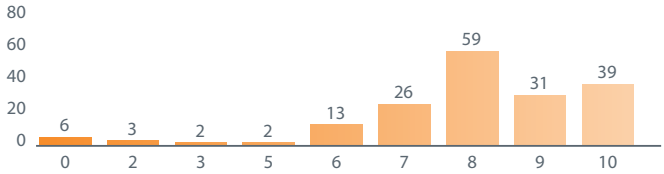


Figure 31: What are some barriers to participating in programs or services?

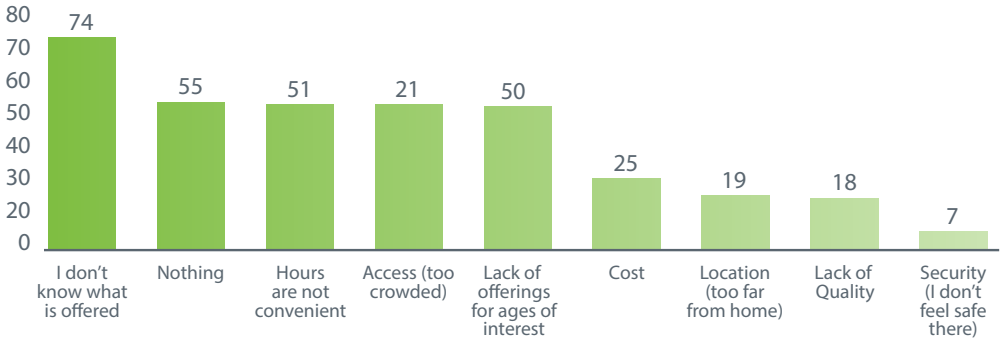


Figure 32: Please share any new programs you would like to see offered.

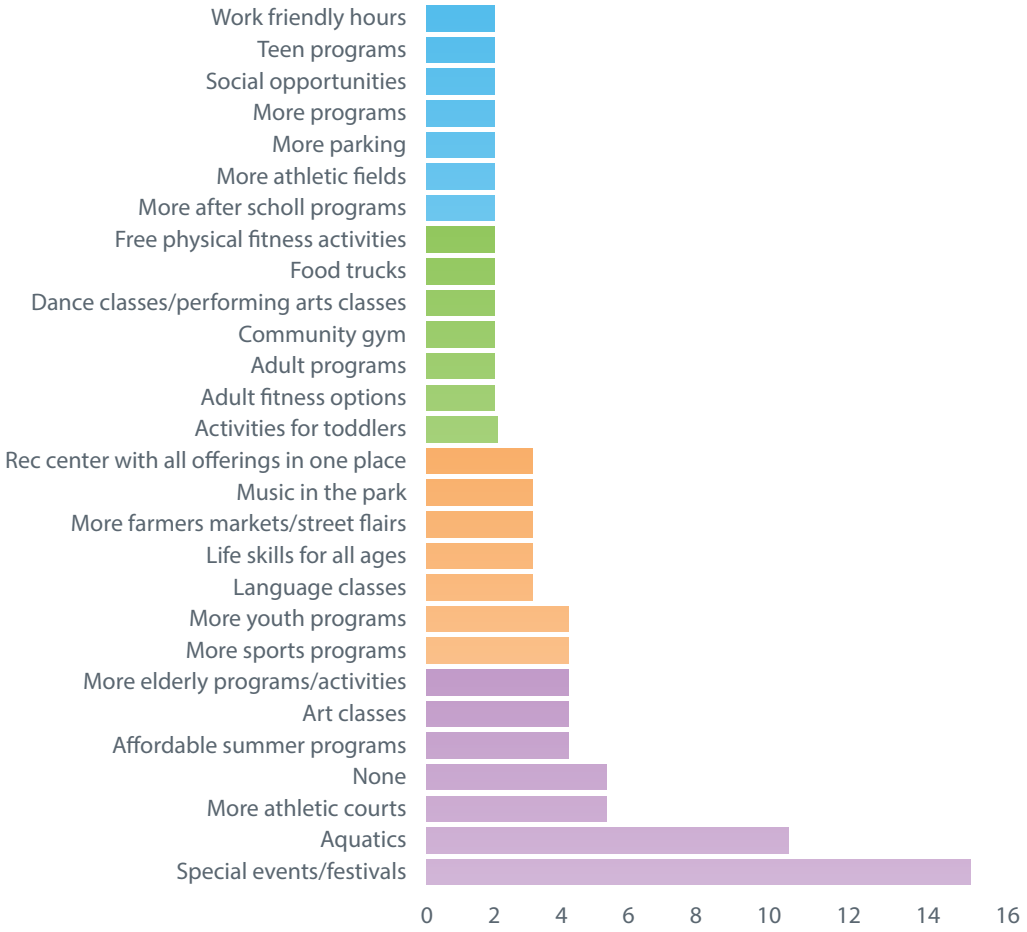


Figure 33: How often do you visit one of Avondale's parks?

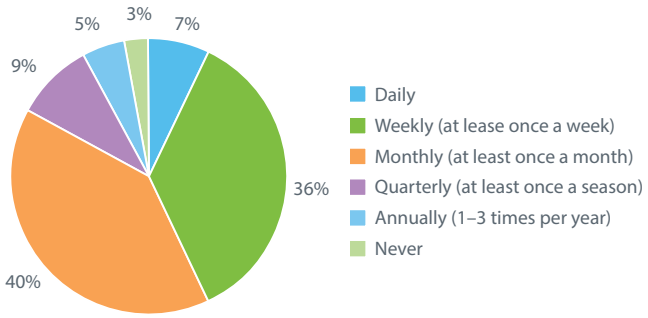


Figure 34: Select your favorite community park or plaza.

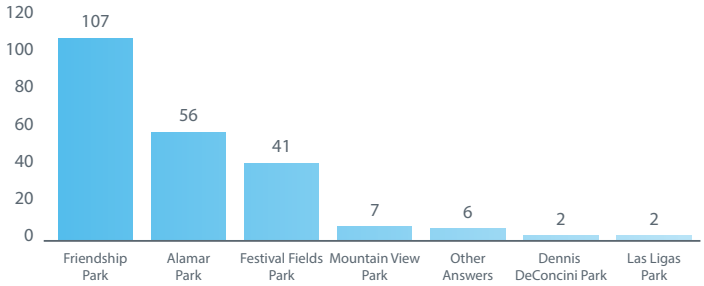


Figure 35: Rate Avondale's park system.

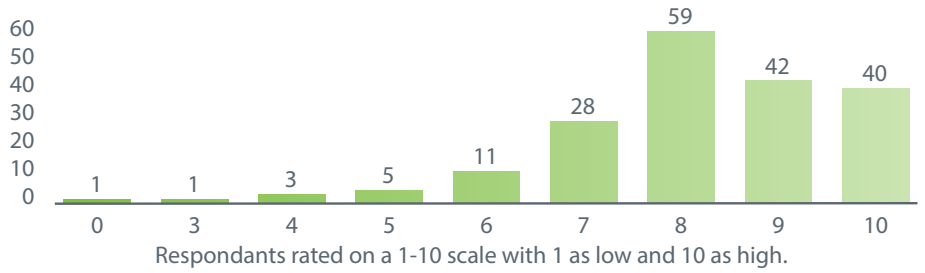


Figure 36: What are some barriers to visiting Avondale parks?

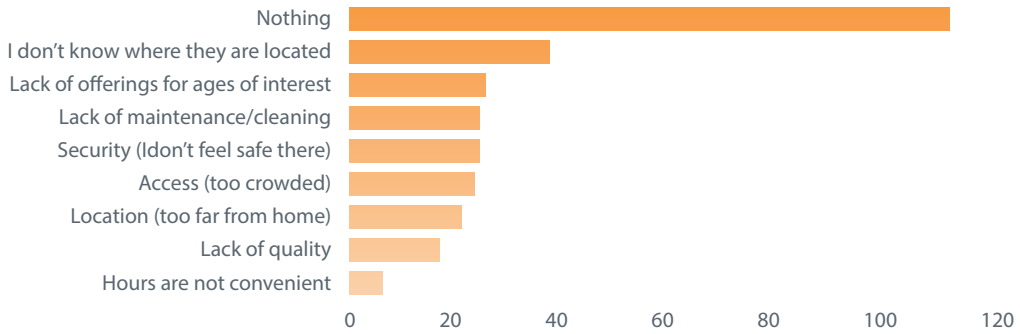


Figure 37: How often do you visit the Avondale Public Library?

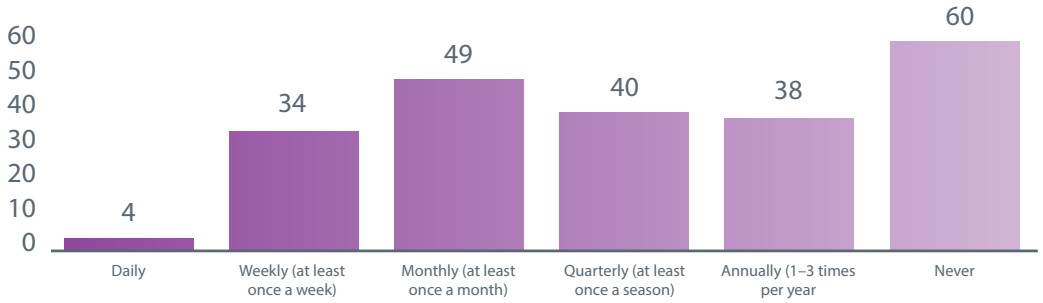


Figure 38: What keeps you from visiting Avondale Public Library?

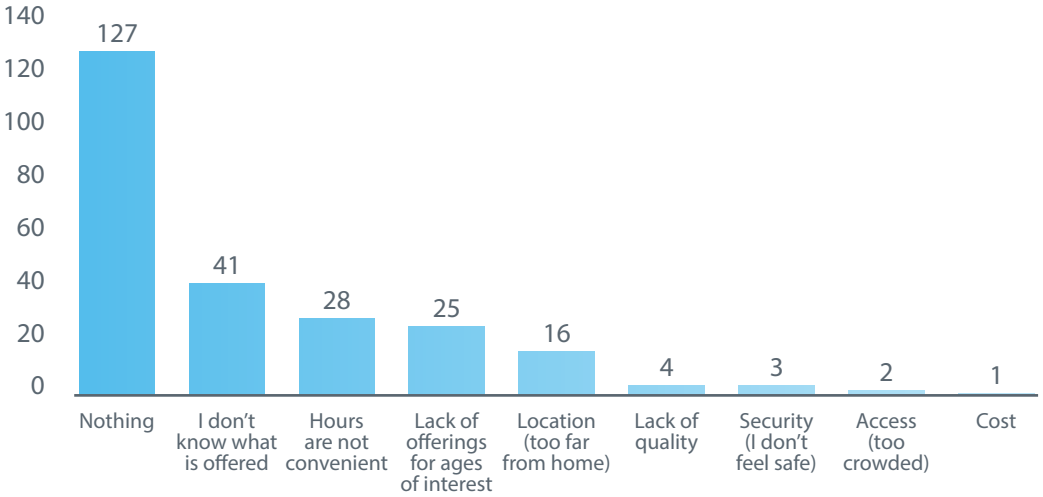


Figure 39: What would make our parks or programs better?

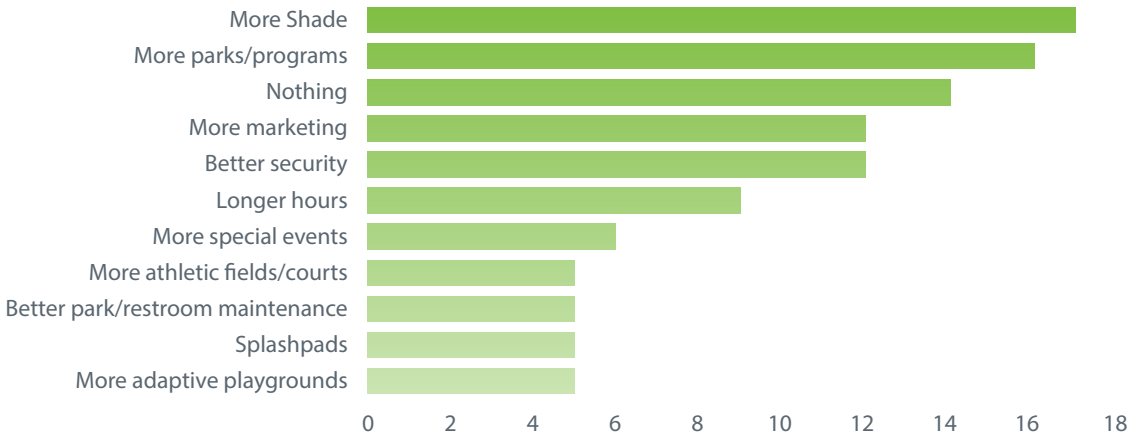


Figure 40: How important are the following factors when considering the development of new parks or recreation facilities?

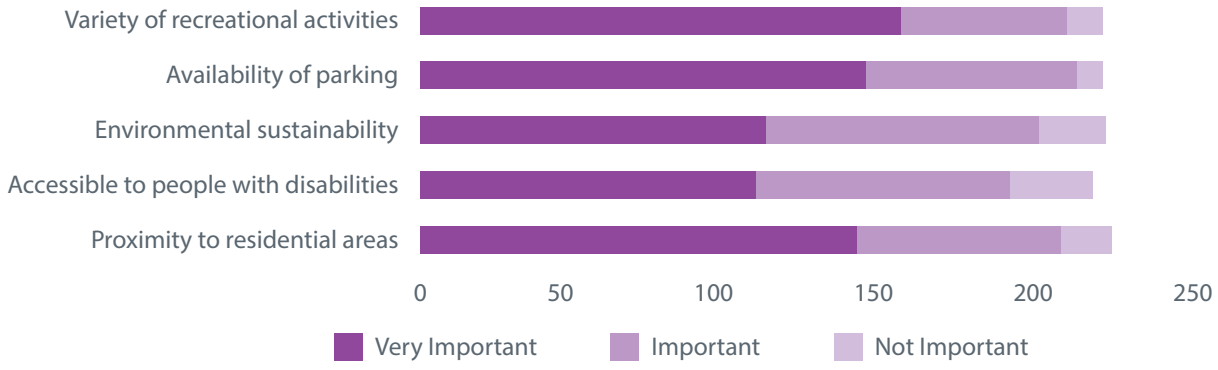
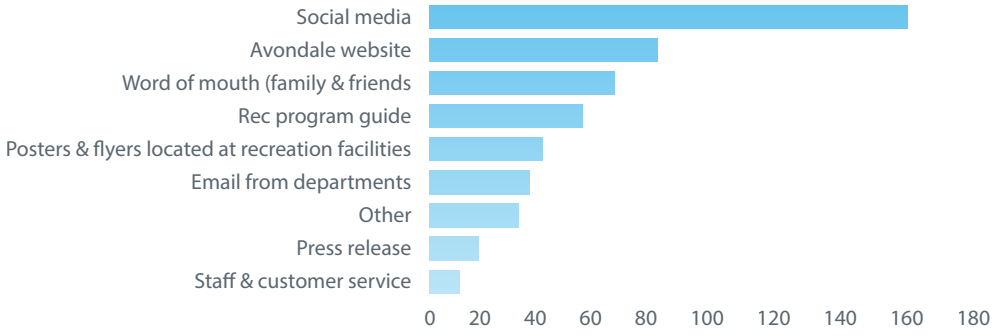


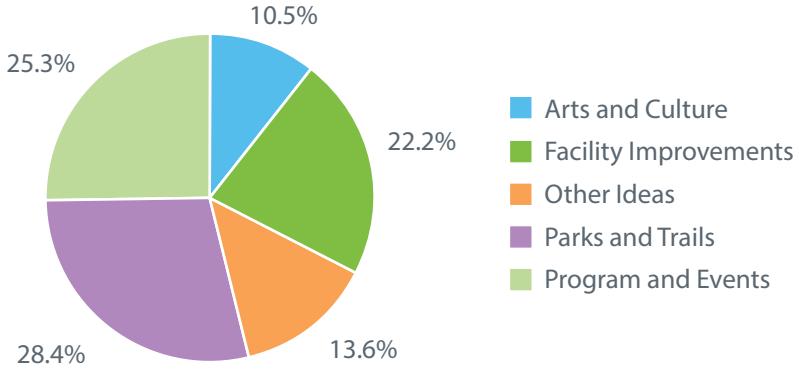
Figure 41: Where do you get your information about parks, recreation facilities, programs, and events?



4.2.3 Ideas Wall

The ideas wall allowed community members to share their opinions, ideas, and feedback on local issues and initiatives through open-ended comments. In total, 167 community members contributed to the wall. BerryDunn organized this feedback by distribution of comment topics: Parks and trails (28.4%), program and events (25.3%), facility improvements (22.2%), other ideas (13.6%), and arts and culture (10.5%). Community members could submit their feedback anonymously and view other submissions on the platform. Below is a summary of key themes for each category:

Figure 42: Distribution of Ideas Wall Comment Topics



4.2.3.1 PARKS AND TRAILS

Of the five categories, parks and trails received the most feedback with 46 comments (28.4%). There is an overarching consensus that parks and trails need more shade, especially over sports courts, on trails, and over benches and playgrounds. Shade was the number one voted on theme throughout this category. Another common thread was the desire to add more splash pads (areas around the parks to cool down) as well as more playground equipment, particularly swings. Other suggestions were to add sports courts, enable better trail connectivity, build a new unique playground, add a community garden, provide more water fountains, and build a nature walk area.

4.2.3.2 PROGRAMS AND EVENTS

Outdoor recreation received the second highest response rate with 41 comments (25.3%). The suggestion with the most "yes" votes was the desire to host more outdoor concerts, which was followed by more special events and movie nights. Additional repeated comments included more inclusive programming, language classes, and festivals. Respondents made several comments regarding how great the programs are and how much they love the library.

4.2.3.3 FACILITY IMPROVEMENTS

Facility improvements received 36 comments (22.2%). The suggestion with the highest number of repeat responses—as well as the most "yes" votes—was the need for more splash pads throughout parks. Following this suggestion was more parking and shade over sports courts. Respondents also noted safety concerns due to the growing unhoused population.

4.2.3.4 OTHER IDEAS

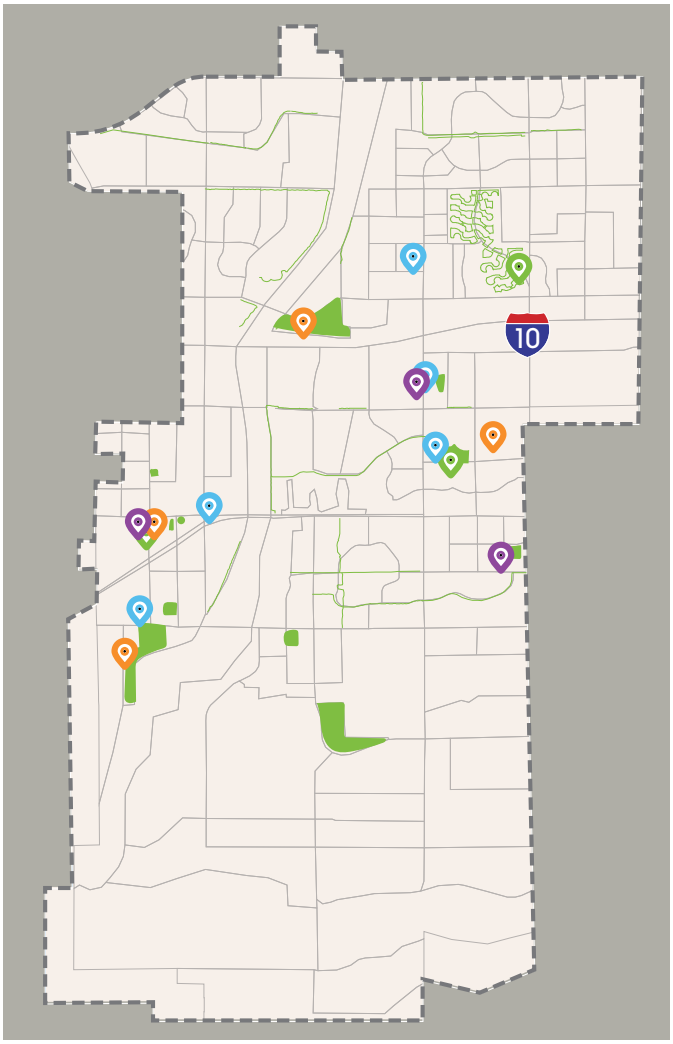
A total of 22 comments (13.6%) fell under the other ideas category and noted needs for better marketing/communication of parks, recreation & libraries offerings, more cooling areas (spray areas/misters), and more shade.

4.2.3.5 ARTS AND CULTURE

Arts and culture received 17 comments (10.5%). These comments included suggestions to host more arts festivals, better integrate public art throughout the city, build an indoor fitness center and walking path, and provide more affordable special events.

4.4 Pop-Up Engagements

BerryDunn recognizes the most effective public engagement strategy includes meeting residents face to face in the community. To that end, the project team facilitated a series of interactive pop-up engagements across a variety of locations and special events during the project's engagement phase. Beyond spreading awareness of the project, these engagements also focused on collecting feedback, which BerryDunn transposed to the project website to maintain data consistency. The following map illustrates the community saturation achieved through these pop-up engagements.

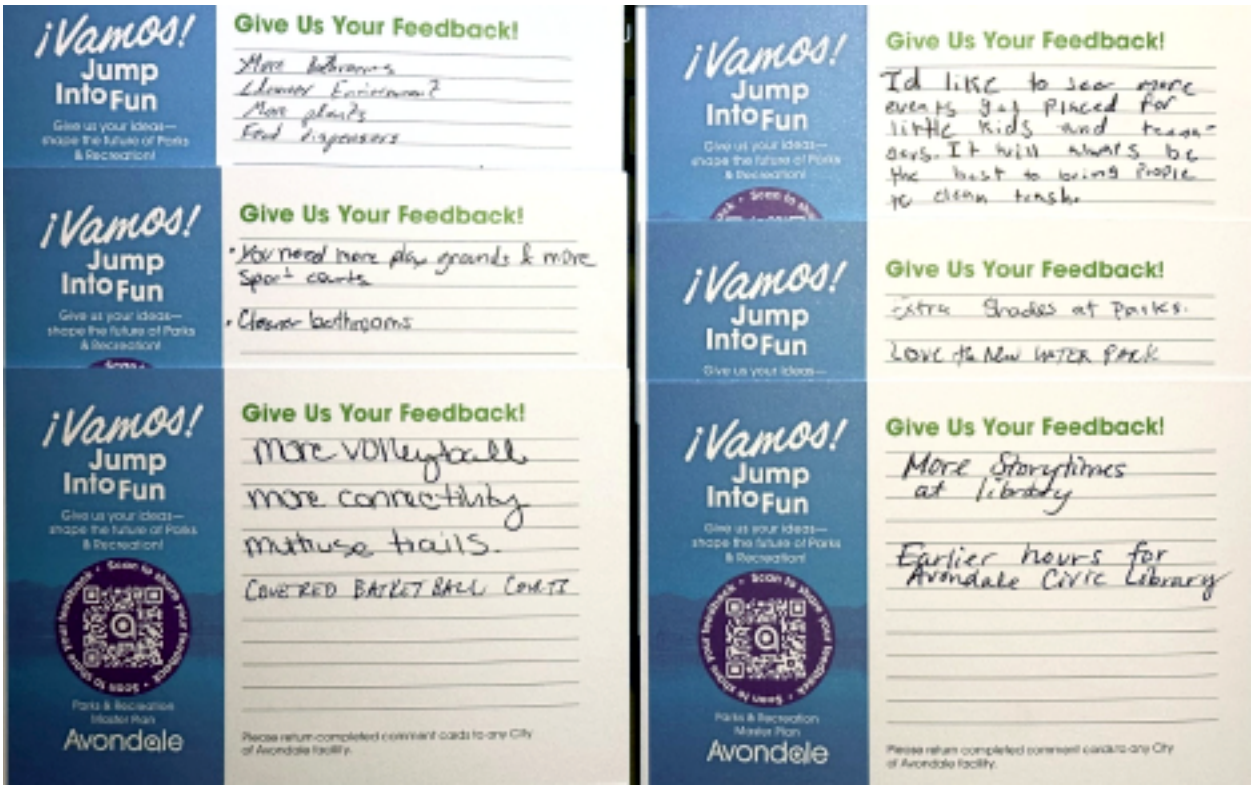


Eggstravaganza Event	Friendship Park, 12325 W McDowell Road
Eggstravaganza Event	Mountain View Park, 201 E Mountain View Drive
Eggstravaganza Event	Donnie Hale Park, 10857 W 4th Street
KidFest	Friendship Park, 12325 W McDowell Road
STEAM Fest	Civic Center Library, 11350 W Civic Center Drive
Earth Day	Festival Fields Park, 101 E Lower Buckeye Road
WaveFest	Avondale Aquatic Center, 11275 W Civic Center Drive
Civic Center Library	11350 W Civic Center Drive
American Sport Center Engagement	755 N 114th Avenue
Historic Avondale Cafecito	995 E. Riley Drive
New Penny Café	735 N 114th Avenue
Coldwater Coffee House	127 E Western Avenue
Donnie Hale Park	10857 W 4th Street
Sam Garcia Library	495 E Western Avenue
Avondale Fiesta	Old Town Avondale
Crystal Gardens	1825 N 107th Avenue
Roosevelt	115 N 109th Avenue
Donatela I & II	1922 N 114th Drive
Alamar	4155 S El Mirage Road

☐ Pop-up Engagement

Photos Taken During "Pop-Up" Engagements

Examples of Submitted Comment Cards
(All comments were entered into the project website)



4.5 Discovery Sessions (Focus Groups)

The master planning process invited interested parties and community groups from around the city to provide input on recommended focus areas, suggested improvements, community desires, and potential threats/challenges. Through contacts supplied by the city, BerryDunn conducted a series of focus group meetings with attendees from various organizations and with varying interests, including sporting clubs, cultural organizations, neighborhood HOAs, Cafecito group, nonprofit organizations, and sports enthusiasts.

Conversations with focus group participants aligned with survey feedback and the project website (Social Pinpoint). The most common concerns expressed included park overuse, the management and maintenance of turf, and equity among user groups. The greatest praise was given to the outstanding customer service provided by Avondale staff.

CONCERN: Park Overuse	
According to participants, parking at Friendship Park and other parks can be challenging at times, especially on Friday evenings. Competitive sport organizers also noted parks in neighboring communities are much better than Avondale's. Aside from additional fields, participants expressed dissatisfaction with the lack of regulation of the number of players on a field at one time.	Avondale lacks sufficient pickleball courts; the city is not able to fully capitalize on the sport's growing popularity. Friendship Park is not maintained at the same level as Alamar, which might be because it is newer, but bathrooms are much cleaner. Friendship Park is also the most overused park in the Avondale area. Users recommended installing solar lights for parks that lack lighting; the extended hours would help reduce overcrowding.
CONCERN: Maintenance and Turf Management	
Most of Avondale's athletic fields are badly worn due to heavy use. Even Alamar—a newer park—is showing signs of overuse, with users describing the fields as "running on concrete." Users suggested Friendship Park could be better maintained as they noted bird litter at the lake as well as worn fields.	
CONCERN: Equity	**PRAISE: Customer Service**
Competitive sport organizers feel smaller clubs cannot compete with larger clubs to reserve field times. Heavy users would like an improved reservation system.	When asked what they liked most about parks and recreation, users most frequently responded staff/ customer service.

4.6 Engagement Findings

BerryDunn's public engagement strategy yielded a wealth of data from a variety of sources, highlighting clear priorities and areas requiring further evaluation based upon available budgetary and staffing resources. Drawing upon the consultant team's extensive national and local expertise, BerryDunn identified the following priorities to serve as a foundation for the next step of the master planning process.

Facility/Amenities

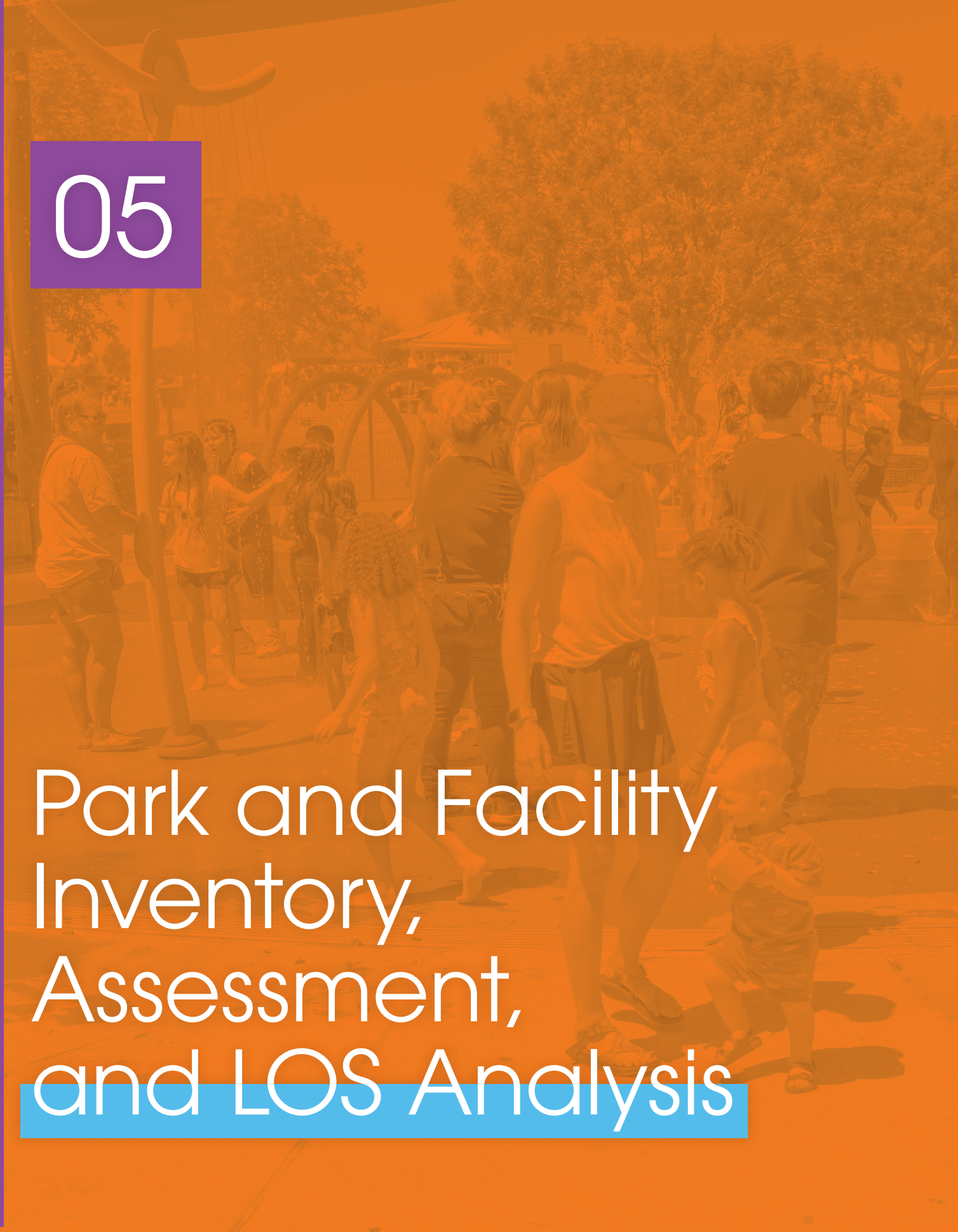
High	Medium	Low
Shade	Turf improvements	Golf-related assets
Pickleball courts	Technology centers	Bike skills trail
Indoor pool	Rock wall/climbing	Disc golf
Art/history/cultural spaces	Accessible playgrounds	
Trails	Dog parks	
Libraries		

Programming

High	Medium	Low
More community events	Older adult programs/trips	Golf-related activities
Adult fitness programs	Pickleball instruction	Teen programming
Outdoor exercise options	Water recreation classes	
Digital library and media	Performance/arts space	
Adult aquatic classes		
Environmental education		
Human services programs		
Arts programming		

Other

High	Medium	Low
Marketing/awareness	New field reservation system	Customer service training
Trail connectivity		
Affordability		



05

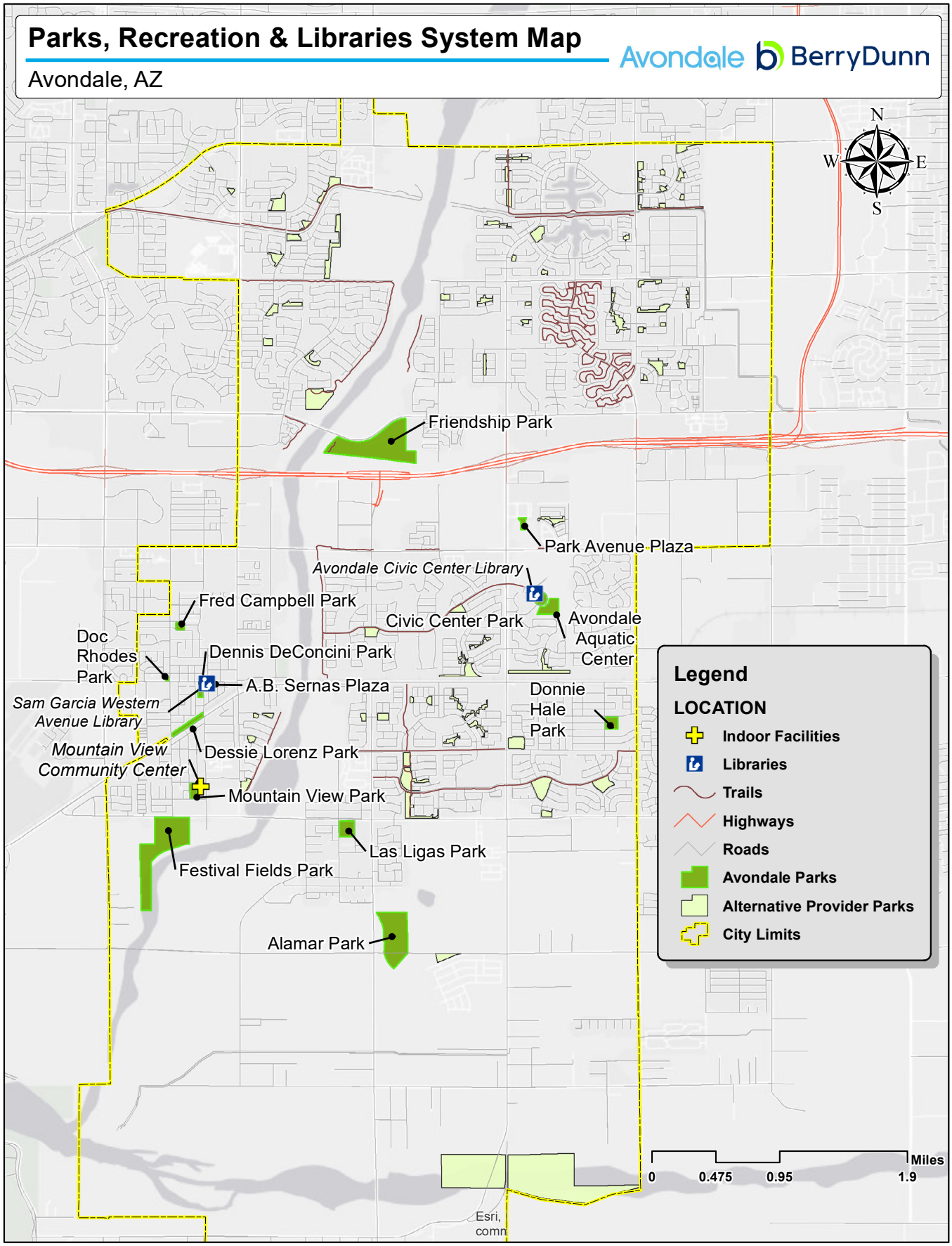
Park and Facility Inventory, Assessment, and LOS Analysis

The Department offers a well-developed system of parks and amenities tailored to meet community needs. Located near the Agua Fria and Gila rivers, Avondale provides abundant opportunities for hiking, biking, fishing, and many other outdoor activities. The Department manages 13 parks, spanning over 200 acres of parkland, and oversees a recently renovated community center and a new state-of-the-art Aquatic Center. Alternative service providers add nearly 500 acres of open space and parkland to the system. Combined, these opportunities and amenities create a robust system that enhances the quality of life, wellness, and enjoyment of residents and visitors.

Figure 43 provides a system map that shows the relative size and distribution of parks and recreation facilities in Avondale. Green parcels on the map represent parks, while yellow plus signs indicate indoor facilities. The system map clearly distinguishes between parks maintained by the Department and those maintained by alternative service providers.

The full Park and Facility Inventory, Assessment, and LOS Analysis report is in the appendices of this master plan.

Figure 43: Parks, Recreation & Libraries System Map



5.1 Park Classifications

As a means of organizing public facilities, park areas are classified according to a hierarchy that provides for a comprehensive system of interrelated parks. All parks can be placed into specific categories or classifications. Some parks that meet neighborhood needs and have specialized amenities could be placed into more than one classification but are placed in the classification that meets the broadest definition. Figure 44 provides a summary of Department park classifications, counts, and acres.

Figure 44: Park Classifications

Classification	Count of Class	Approximate GIS Acres
Plazas (1.5 acres or less)	2	>1
Neighborhood Parks (1.5–12 acres)	8	32
Community Parks (30–80 acres)	3	177
Grand Total	**13**	**210**

In 2023, the Arizona Parks and Recreation Association honored Alamar Park, Avondale's newest Community Park, with the Outstanding Facility Award for municipalities with populations between 25,001 and 100,000. This 40-acre Community Park stands out for its exceptional amenities, including baseball/softball and multi-use fields, tennis courts, four pickleball courts, three playgrounds, a fishing lake, a splash pad, an amphitheater, a dog park, and picnic ramadas. Alamar Park also introduces Avondale to the National Fitness Campaign trend with an outdoor Fitness Court®, offering residents and visitors free access to a state-of-the-art outdoor gym to promote health and fitness.

In addition, the Avondale Aquatic Center was awarded Outstanding Facility Award from the 2024 Arizona Parks and Recreation (APRA) Conference. This facility, which opened on April Pools Day 2024, is a state-of-the-art facility and has become a central recreational hub, featuring a 10-lane competition pool, water slides, and a lazy river. Notable for its design and sustainability, the Aquatic Center incorporates solar panels, EV charging stations, extensive shade areas, and advanced water conservation technologies. It serves as a key resource for the community, offering diverse recreational opportunities and enhancing local quality of life.

5.2 Alternative Service Providers

The numerous Homeowners Associations (HOAs) in Avondale play a crucial role in providing recreation opportunities for their residents and members. These associations manage and maintain a variety of amenities (such as parks, playgrounds, and swimming pools) within their neighborhoods.

In addition to HOA-managed facilities, other service providers such as neighboring cities and county facilities also contribute to the recreational landscape in Avondale. Nearby cities like Litchfield and Goodyear operate parks near the Avondale city boundary. Additionally, Maricopa County manages Estrella Mountain Regional Park providing Avondale residents with opportunities for outdoor recreation within a short drive. Figure 45 provides a list of alternative service providers in and near Avondale.

Figure 45: Alternative Service Provider Summary

Alternative Service Providers	Number of Sites	Approximate Acres
Arizona Game and Fish	1	200.1
City of Goodyear	2	6.1
City of Litchfield	3	13.0
HOA	77	241.9
Grand Total	**83**	**461.1**

5.3 Parks Metric Analysis

BerryDunn's analysis compared Avondale's parks to the NRPA park metrics data. While the NRPA park metrics are not universal standards for parks and recreation agencies, they serve as a useful benchmarking tool for many agencies. Each community has unique needs, desires, and challenges, so it is essential for any analysis to include community input to help ensure alignment with local preferences and priorities.

The Avondale park system includes 13 City-managed parks and 83 parks managed by other providers, encompassing around 671 GIS acres of parkland. Compared to national benchmarks for cities with populations between 50,000 and 100,000, Avondale falls below the NRPA's 2023 park metric median quartile for park acres per capita, offering 7.4 acres per 1,000 residents versus the median of 10.2 acres. To meet this median, Avondale will need to add 260 acres of parkland for its current population of approximately 92,000. With the population projected to grow minimally (0.87%) from 2023 to 2028, no additional parkland beyond this is projected.

When comparing specific components, Avondale falls below the median in most categories. For instance, the analysis reveals that Avondale has fewer tennis courts, sports fields, and dog park areas per capita than the median values reported by similar-sized agencies. These amenity shortfalls are detailed in Figure 46.

LOS components and definitions are in the appendices of this master plan.

Figure 46: Park Metric Analysis

Types of Facilities	Percent of Agencies Offering This Facility	Median Number of Residents Per Facility	Avondale Quantity	Quantity With Alternative Service Providers	Avondale Residents Per Facility	Needed to Meet NRPA Median 2024
Playground	93%	3,707	13	61	1,511	0
Diamond Field	85%	3,675	12	22	4,189	3.08
Basketball Court	84%	8,363	12	12	8,379	0
Rectangular Field	83%	4,070	13	16	5,761	4.65
Tennis Court	72%	5,865	3	3	30,723	12.71
Dog Park	68%	55,135	3	3	N/A	1.67
Community Garden	52%	56,150	0	0	N/A	1.64
Swimming Pools	49%	46,353	1	46	2,003	0
Skate Park	46%	60,904	1	1	92,168	0.51
Pickleball Court	42%	10,500	8	8	23,042	4.78
Golf	29%	68,208	0	1	N/A	.35
Splash Pad	23%	54,100	4	5	18,434	0
Disc Golf	20%	58,603	0	0	N/A	1.57

5.4 Facilities

Public facilities play a crucial role in enhancing the quality of life in communities by providing accessible, diverse, and inclusive year-round recreational opportunities. Avondale is working to expand area offerings to meet the growing needs of its residents. Places like the Mountain View Community Center greatly improve access to indoor recreational activities. With the enhancements at the Mountain View Community Center and the addition of the Avondale Aquatic Center, Avondale is working to offer recreational opportunities for residents to enjoy year-round.

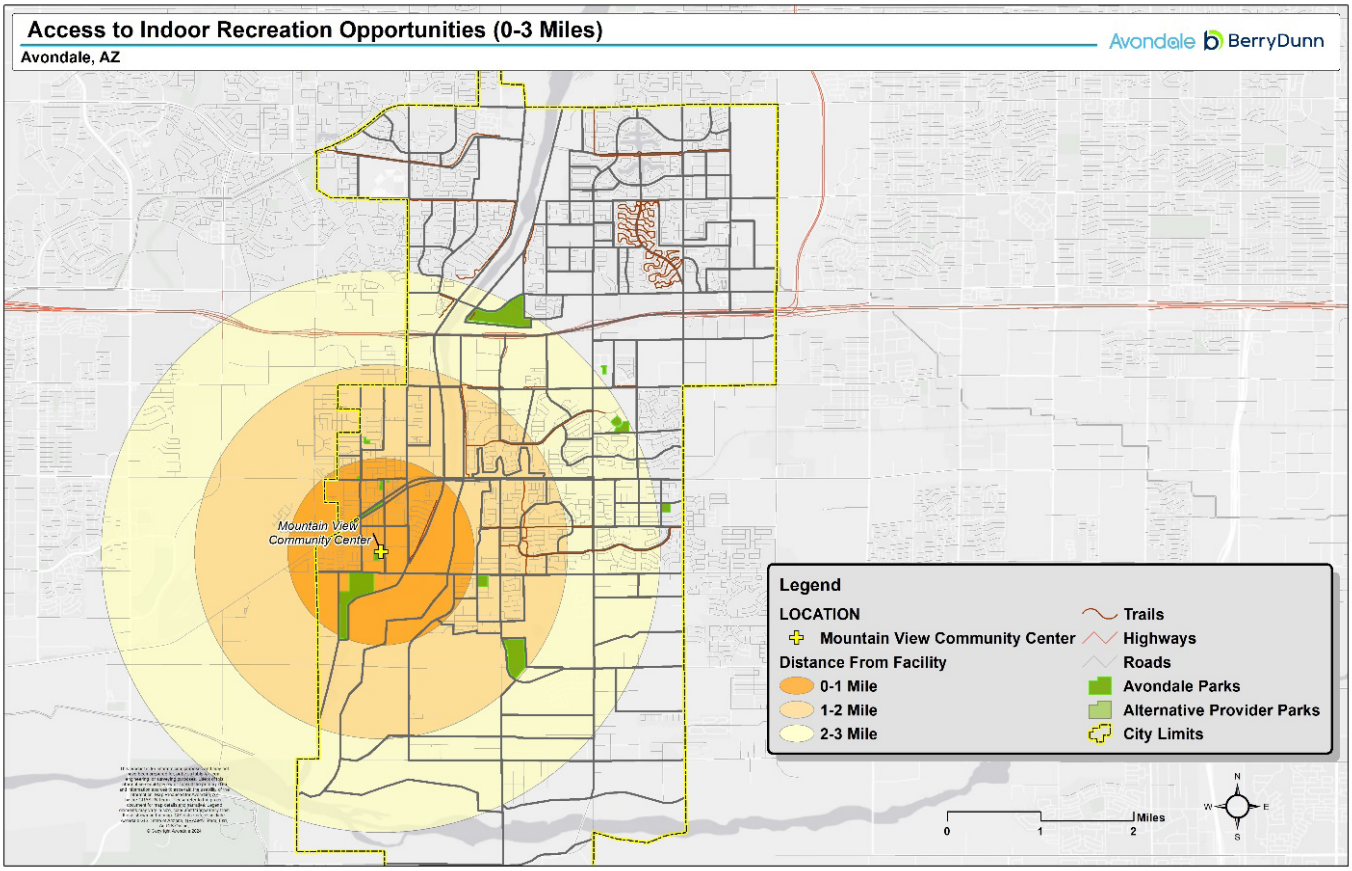
A conditions assessment of the Department's facilities was conducted by a professional architect firm - BRS: Barker Rinker Seacat Architecture. This report is located in the appendices of this master plan.

5.4.1 Indoor Facilities

Across the country, community centers are evolving from their original purpose as a community gathering place with facilitated programs, into recreation centers that offer a host of fitness and active-living options, including pools, exercise and dance classes, weight rooms, personal trainers, and sports courts. A well-run facility serves as a thriving hub of activity for youth, adults, families, older adults, and civic organizations.

NRPA park metrics find that 62% of reporting agencies offer an indoor facility. In 2023, peer parks and recreation agencies serving a population of 50,000–100,000 residents provided one recreation center per 39,866 residents. Avondale provides one community center and has not met this benchmark for its 92,000 residents.

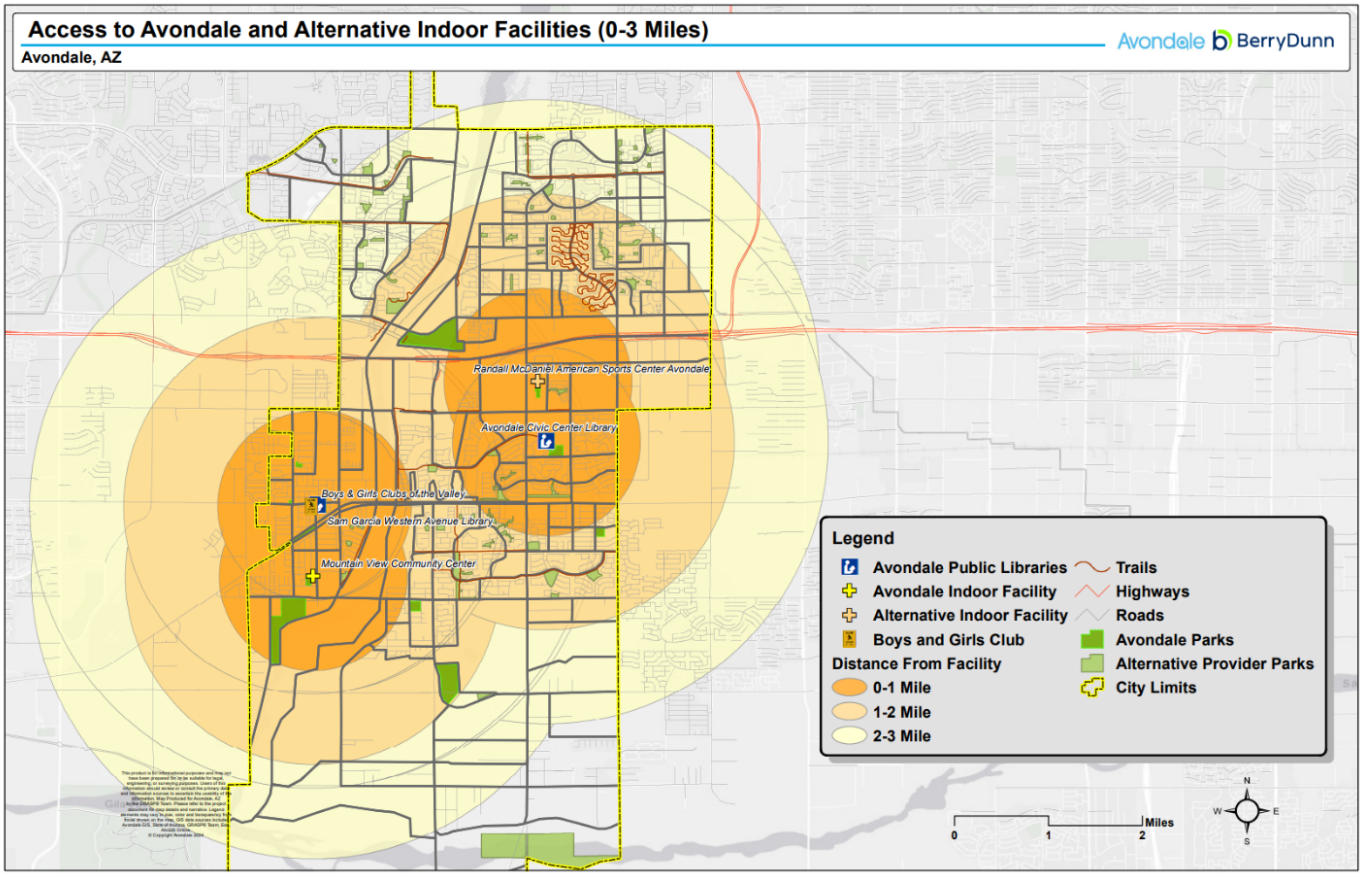
Figure 47: Access to Indoor Recreation



The newly renovated Mountain View Community Center is a hub for recreational programming and community activities, serving residents of all ages and fostering community engagement. To serve the growing interest in e-sports, the center boasts an Esports room, offering a dedicated space for tournaments and gaming. For those looking for a more relaxed environment, the game room provides activities like pool and foosball, making it a popular hangout spot for teens. Additionally, the arts and crafts room offers creative opportunities for individuals of all ages, with various crafts and painting classes. For physical fitness, the spacious multipurpose room hosts fitness and dance classes, promoting active lifestyles.

In consideration of Avondale's community center, libraries, and partners, access to indoor space increases, yet varies by type of function or program space. The Randall McDaniel American Sports Center provides exceptional access to indoor sports, and the two libraries and the Boys & Girls Club provide valuable community spaces.

Figure 48: Avondale and Alternative Provider Indoor Recreation Opportunities



AQUATIC FACILITIES

Aquatic facilities, which include swimming pools, splash pads, and water parks, are the heart of any vibrant park system. These aquatic spaces not only offer a refreshing escape, but also promote wellness and social interaction.

According to NRPA benchmarks, 49% of reporting agencies offer an outdoor pool, and 23% offer an outdoor splash pad. In 2023, peer parks and recreation agencies serving populations of 50,000 to 100,000 provided one outdoor pool per 46,353 residents and one splash pad 54,7100 residents.

Avondale's system includes 46 pools offered by other providers, five splashpads, and a recently opened aquatic center. The Avondale Aquatic Center features three water slides, a zero-depth entry play pool with water-spray structures, a tumble bucket with two slides, a river with splash features, and a water-walk challenge course. The lap pool offers a 25-yard, 10-lane competition area with a learn-to-swim nook and two diving boards. Indoors, there are men's and women's locker rooms, family restrooms, and two multipurpose rooms available for rent.

5.5 Trails

Avondale's location at the junction of the Gila and Agua Fria Rivers offers great wildlife habitats and recreational activities, including the popular Estrella Mountain Regional Park. Community advocacy for better connectivity to these assets led to the development of the 2017 Trails Master Plan, part of the 2017 City of Avondale Parks, Recreation Facilities, and Trails Master Plan update.

The master plan promotes a multi-modal circulation system that connects neighborhoods to key destinations and integrates Avondale's assets with regional trails. The plan includes:

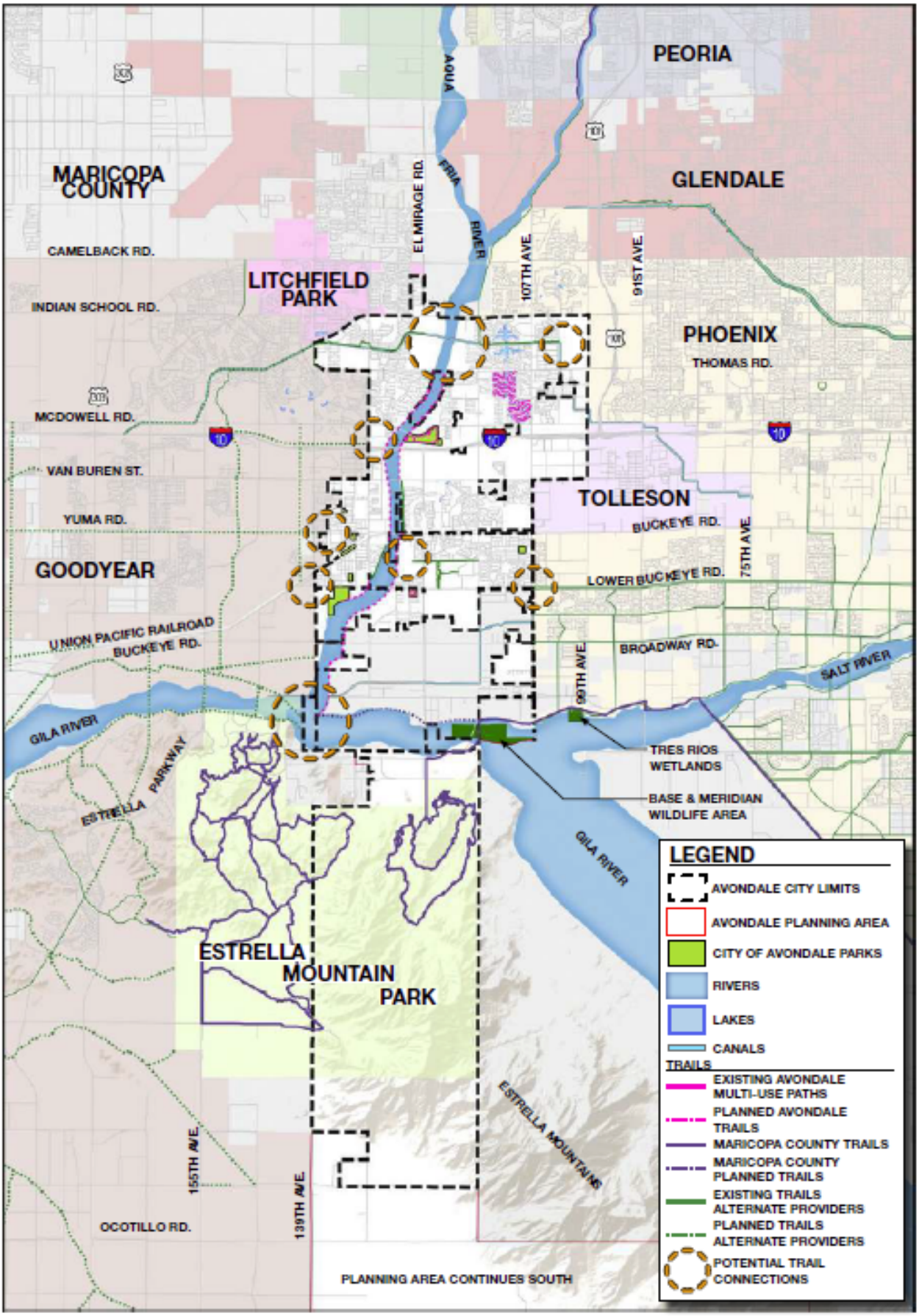
- An inventory of existing trails, paths, and greenways operated by the City of Avondale
- An inventory of existing trails, paths, and greenways provided by entities other than the City of Avondale
- Areas of focus for future connectivity
- Classifications that define trail types appropriate to various situations

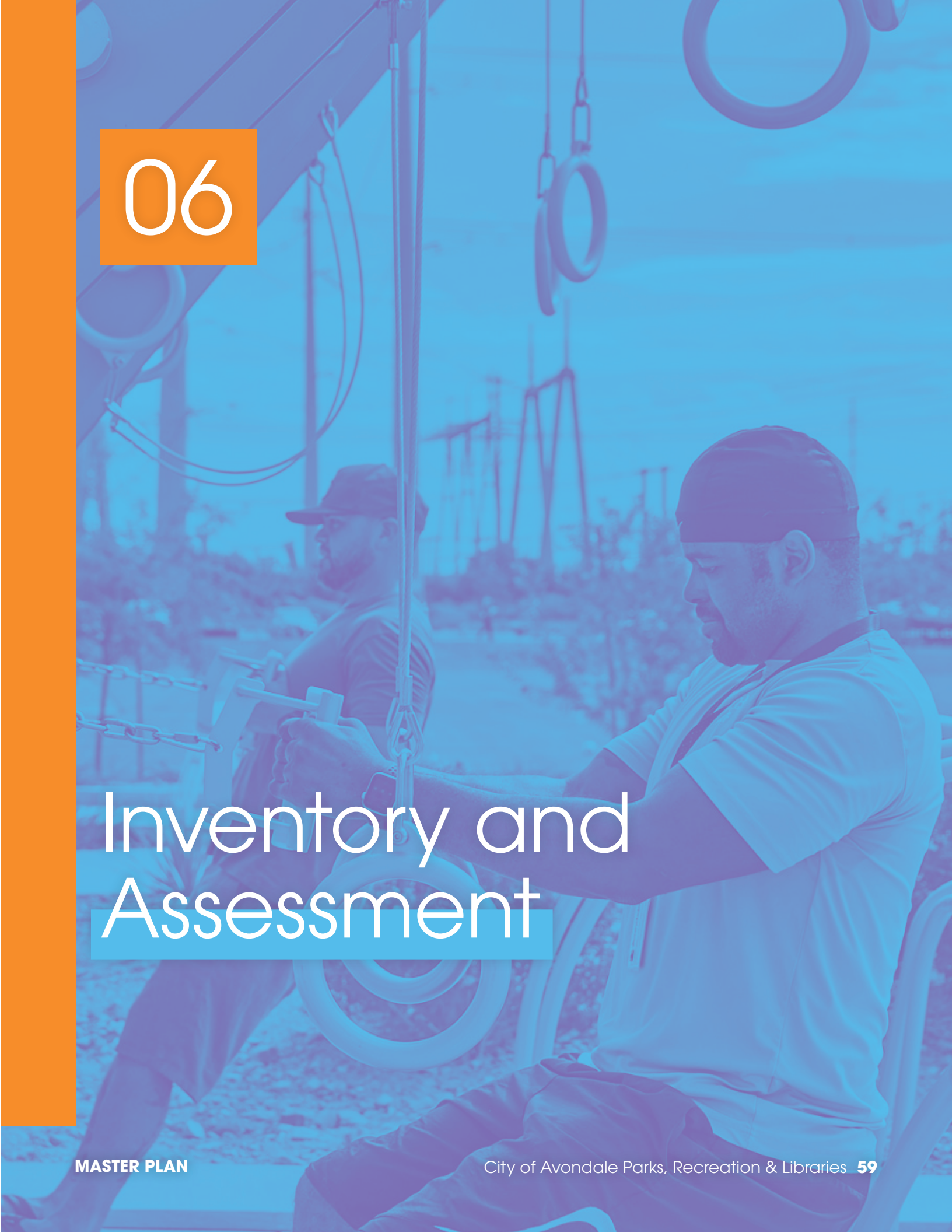
Based on regional trails planning and Avondale's need to connect trail corridors with transportation-based bicycle and pedestrian facilities, the 2017 Trails Master Plan found the following:

1. Avondale serves as a prime connection for Metro Phoenix to regional natural resource parks, such as Estrella Mountain Regional Park and Tres Rios Base and Meridian Wetland Wildlife Area.
2. Avondale stands to benefit from the completed Maricopa Regional Trail system along the Aqua Fria, Salt, and Gila Rivers.
3. HOA trails are defined as existing pathways separate from sidewalks, including examples like Crystal Gardens walking trails along lakes, Del Rio Ranch trails, and Roosevelt Canal Trail.
4. Surrounding jurisdiction trails are converging or planned to converge on Avondale. This includes enhanced transportation corridors such as sidewalks and soft paths along roadways (e.g., City of Phoenix trails along Lower Buckeye Road) and regional river trails part of the Maricopa County Regional Trail System along the Agua Fria and Salt/Gila Rivers.
5. River trails serve as major connectors for the West Valley trail system. Avondale completes a loop of the Sun Circle trail comprising the Salt, Gila, and Aqua Fria River trails, linking to regional natural resource parks like Estrella Mountain Park, Tres Rios Base and Meridian Wetland Wildlife Area.
6. The Agua Fria trail would connect most Avondale parks.
7. HOA trail systems offer high connectivity within developments but have limited connections to trails outside the development.
8. Trails and open space in new developments should connect seamlessly with existing and planned trail systems.
9. Create connections between HOA trails and larger trail systems by filling in gaps.
10. Other potential trail locations include the Buckeye Canal in Maricopa County, with a flat dirt access road connecting to the Agua Fria, and Lower Buckeye Road in Phoenix, featuring a multiuse path crossing the Agua Fria and serving areas like Las Ligas Park and Festival Fields.

Figure 48 illustrates the proposed trail system from the 2017 Trails Master Plan, which was designed to enhance connectivity both within Avondale and between Avondale and other regional trail systems by utilizing existing trails.

Figure 48: 2017 Trails Master Plan





06

Inventory and Assessment

In February 2024, BerryDunn used mobile tablets preloaded with GIS data to conduct site assessments and score each facility location and all on-site components. The resulting scores reflect the overall value of that site. A basic algorithm calculates scoring totals, accounting for components and modifiers for every park and facility in the inventory. Scores for each facility can be found in Figure 49.

Overall, component scoring within the Avondale system surpasses typical scores found in the BerryDunn national database. **Department components have a 6% higher likelihood of scoring a two (meets expectations) compared to the national dataset, and all components within the system are operational.**

Figure 49: Component Scores Versus National Data Set

Department Scores		National Data Set Scores	
Scores	%	Scores	%
0	0%	0	3%
1	1%	1	10%
2	85%	2	79%
3	14%	3	8%

6.1 Facility Scores

Facility scoring measures how properties and components serve residents and users. These scores often make the most sense when compared within the same classification (i.e., when comparing one neighborhood park to another). It may be reasonable that there is a wide range of scores within a category. Still, it may also be an opportunity to reevaluate a park's particular classification based on the service to the community or neighborhood it serves.

Cumulative scores most directly reflect the number and quality of components. The availability of modifiers, such as restrooms, drinking fountains, seating, parking, and shade, also impact park scores. Higher scores reflect additional recreation opportunities than lower scores. There is no ultimate or perfect score. Each park has a Neighborhood and Community Score. The biggest difference between these measurements is that the Neighborhood Score focuses on component diversity, while the Community Score also considers the quantity of each component. An example of this might be a park with several different components (e.g., playground, picnic shelter, basketball court, and four tennis courts). The Neighborhood Score would reflect that users have access to four different components; alternatively, the Community Score not only recognizes the four unique component types but also factors in the four tennis courts. In this case, the park would score a higher Community Score than a Neighborhood Score. Park scores sorted by park classification are shown in Figure 50.

> There is no ultimate or perfect park score. Scores are cumulative and reflect the total number and quality of park components in addition to the availability of amenities, such as restrooms, drinking fountains, seating, parking, and shade. In general, parks with the highest scores offer more and better recreation opportunities than those with lower scores.

Figure 50: Park Scores

	Facility	Neighborhood Score	Community Score	Total Components	Approx. Acres
Other Open Space	A.B. Sernas Plaza	19.2	19.2	4	0.2
	Doc Rhodes Park	13.2	13.2	3	0.3
Neighborhood Parks	Fred Campbell Park	12.1	13.2	6	1.5
	Dennis DeConcini Park	43.2	62.4	12	1.9
	Park Avenue Plaza	24	24	5	2.1
	Mountain View Park	58.8	73.2	11	3.6
	Civic Center Park	40.8	40.8	8	4.6
	Dessie Lorenz Park	14.4	14.4	3	4.6
	Donnie Hale Park	63.6	96	13	5.3
	Las Ligas Park	40.8	40.8	8	8.1
Community Parks	Alamar Park	122.2	174.2	27	42.8
	Festival Fields Park	123.5	219.7	30	66.7
	Friendship Park	150.8	257.4	42	67.4

07

Level of Service

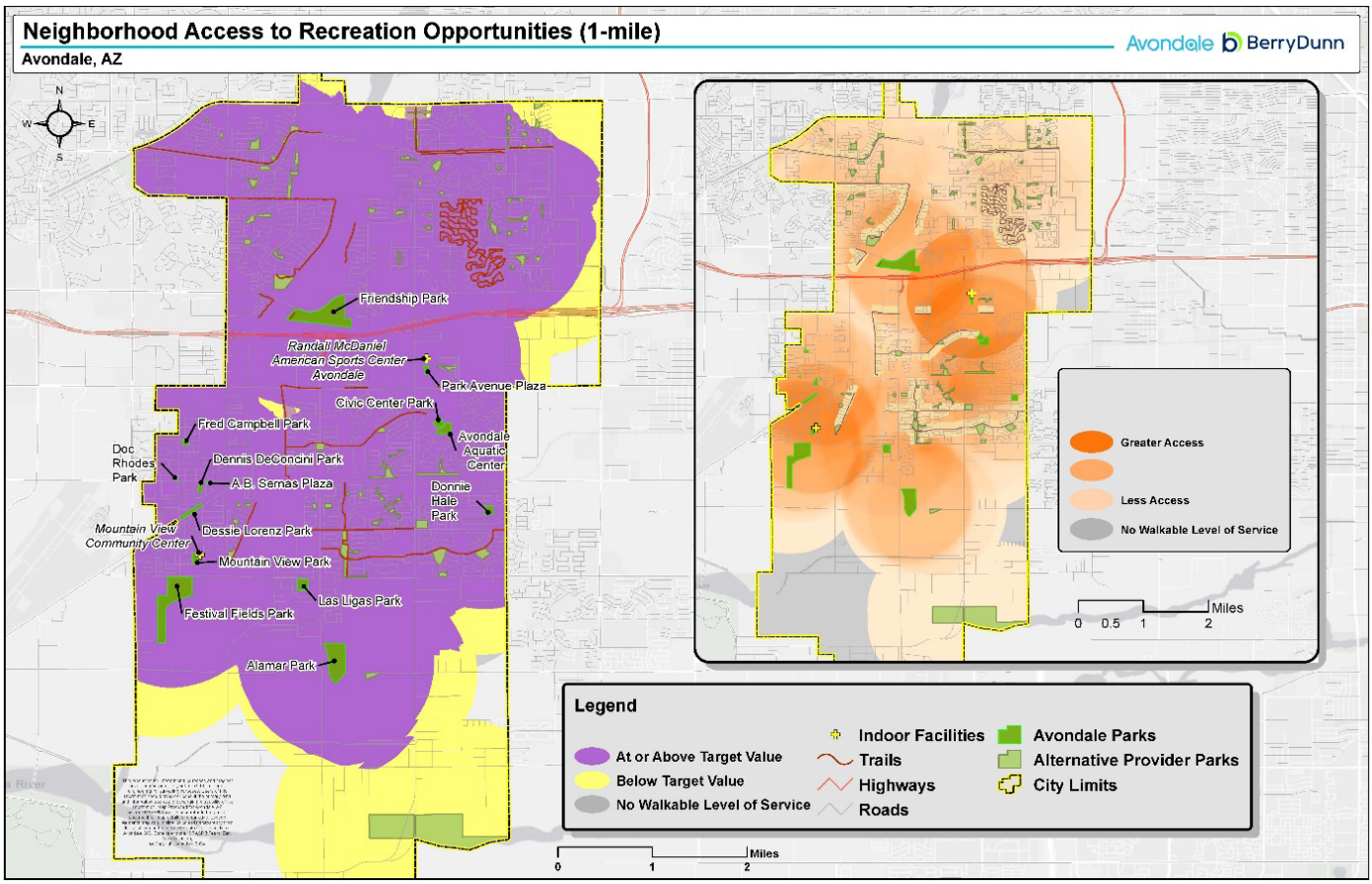
To analyze the LOS of Department assets, the inventory team evaluated the access, quantity, and quality of recreation components across Avondale. This analysis combines the inventory with GIS software to produce analytic maps and data that show the quality and distribution of park and recreation services across Avondale. The ability to show where the LOS is adequate or inadequate is an advantage of GIS analysis. This is done by defining a service area and using park scores to establish a reasonable and equitable number of components residents should have access to within the service area.

A walkability analysis suggests an equitable LOS for Avondale residents is four recreational components within a 10-mintue walk or half-mile service area. The target value of four recreational components is the average number of components found in an Avondale HOA park. Department-managed parks typically offer a higher average, but the goal of four components seeks to balance accessibility and amenities. The most used LOS target value among agencies is four components within a 10-minute walking distance. This target value may or may not be available at the same facility, and component makeups will vary. Avondale has 235 components across its developed facilities. Friendship Park features the highest count of 42 components at a single site.

7.1 One-Mile Analysis

Figure 4 provides the volume of recreation opportunities based on a one-mile service area. In general, Avondale has effective distribution of parks and facilities in terms of one-mile access. Ninety-eight percent of Avondale residents have access to active or passive recreation opportunities within a one-mile service area. Figure 4 also reflects the LOS target value of four recreation components within a one-mile service area. Purple indicates where LOS values meet or exceed the target value. Yellow areas offer some services but do not meet the target value. Gray areas are currently not served by any recreational components within a one-mile service area. Gap analysis shows that 93% of residents live within a mile of the LOS target value of four components.

Figure 51: One-Mile Target Value Map



7.2 Half-Mile Walkability Analysis

Pedestrian barriers, such as highways, major streets, railroads, and natural features like rivers impact walkable access. Figure 52 denotes zones created by pedestrian barriers; these areas are not accessible without crossing a major street or obstacle. Green parcels represent park properties. The yellow outline represents the city limit.

Figure 53 represents the walkable LOS across Avondale based on a 10-mintue walk or half-mile service area. The walkability analysis provides the distribution and equity of service across the community. Analysis shows that 52% of residents are within walking distance of outdoor recreation opportunities. Figure 7 also reflects access to the LOS target value of four components based on a 10-mintue walk or half-mile service area. Purple indicates where LOS values meet or exceed the target value. Yellow areas offer some services but do not meet the target value. Gray areas are currently not served within a half-mile service area. Gap analysis shows that 64% of residents live within a 10-mintue walk of the LOS target value of four components.

Figure 52: Pedestrian Barriers

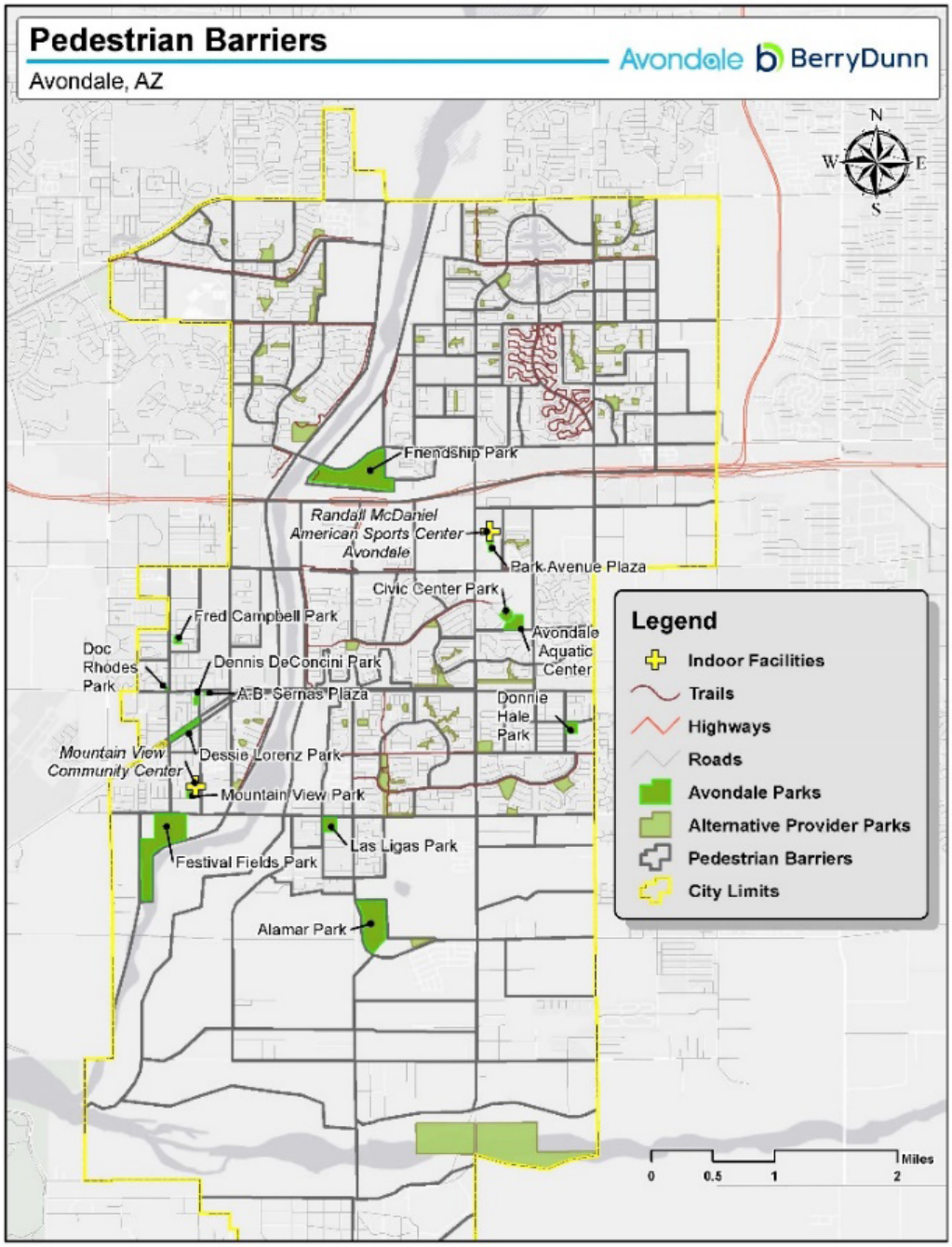
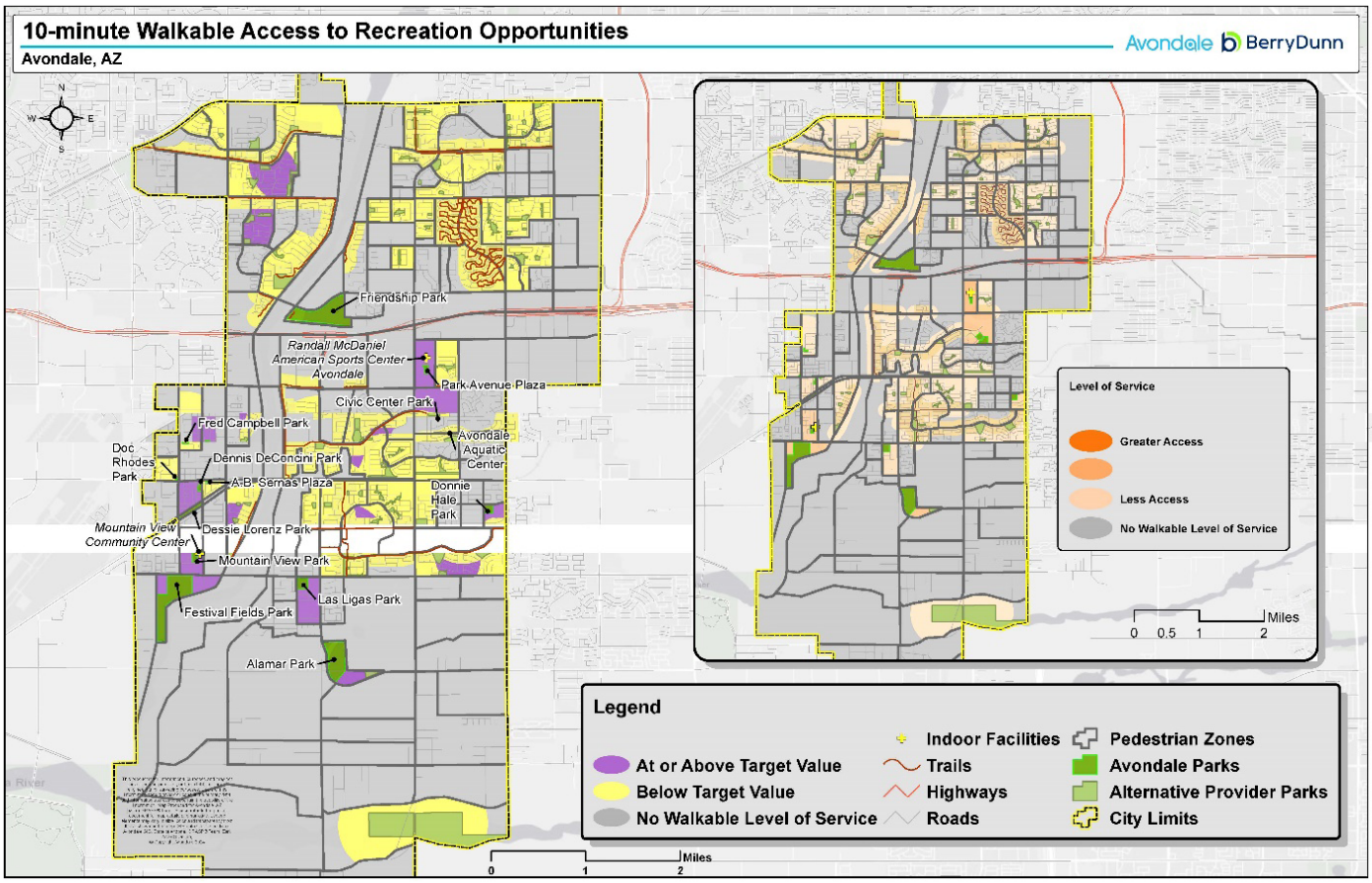


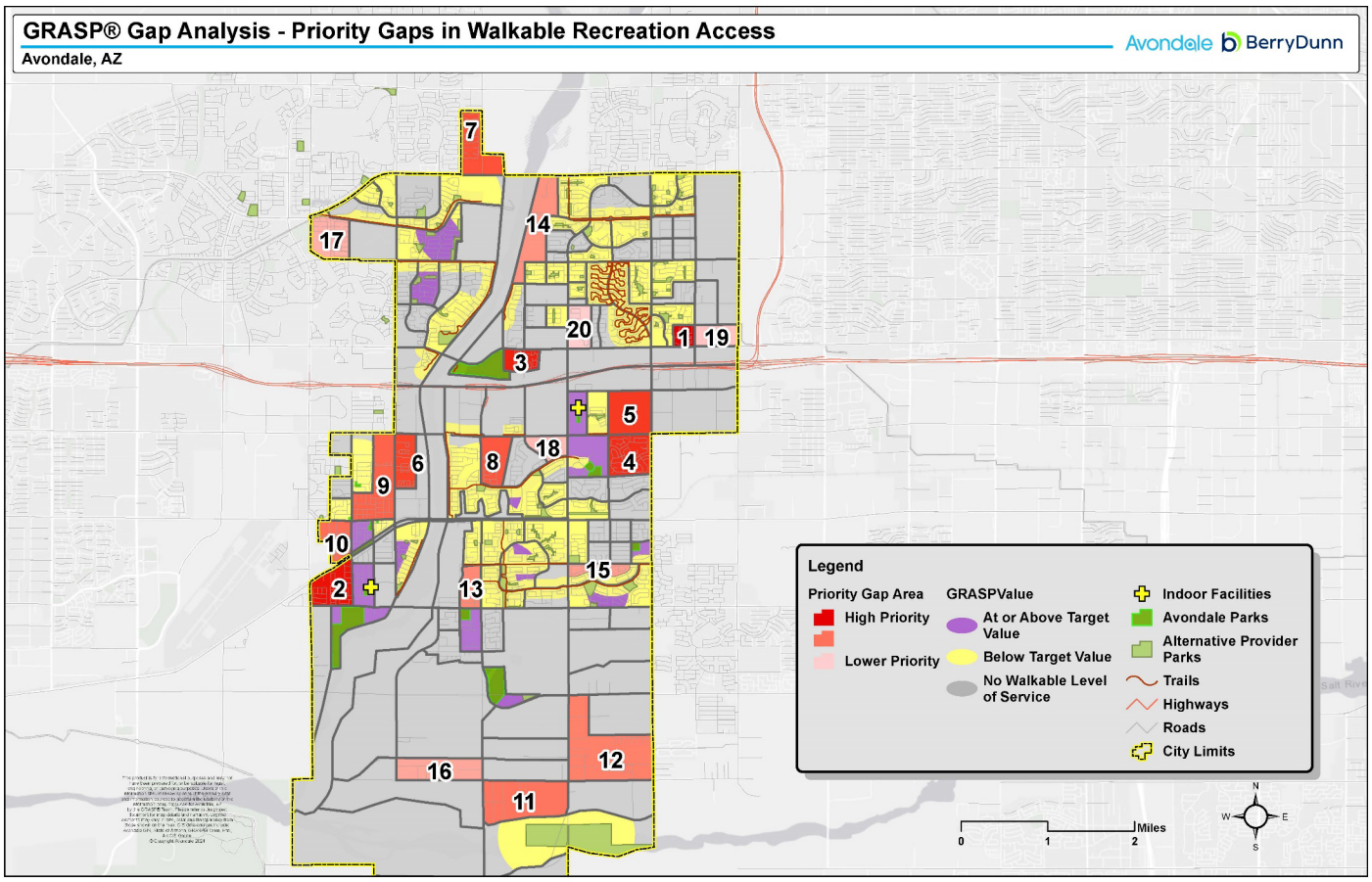
Figure 53: Half-Mile Target Value Map



7.2.1 Gap Analysis

Each designated grey zone in Figure 54 underwent additional analysis regarding total population, median household income, diversity index, and crime index. Zones lacking present population data were excluded from subsequent evaluation. This gap analysis is instrumental in identifying disparities between desired outcomes and current conditions. Different shades of red represent varying levels of priority, with darker red indicating higher priority based on factors such as population, household income diversity, and crime levels.

Figure 54: Walkability Gaps



Key LOS Findings

Key findings provide valuable insights into Department's LOS, highlighting areas of success and opportunities for improvement to better serve the community's diverse needs.

The Avondale System: The Department manages 13 parks, one community center, aquatic center, and two libraries. Notably, since 2023, Avondale has significantly increased its LOS with the additions of Alamar Park (42 acres) and the Avondale Aquatic Complex.

Component Performance: Overall, component scoring within the Avondale system surpasses typical scores found in the BerryDunn national database. Department components exhibit a 6% higher likelihood of scoring a 2 (meets expectations) compared to the national dataset, and all components within the system are operational.

National Benchmarks: NRPA metrics show 62% of agencies offer indoor facilities. In 2023, cities with 50,000–100,000 people had one center per 39,866 residents. With only one community center, Avondale does not meet this benchmark for its 92,000 residents. The Avondale system surpasses NRPA aquatic benchmarks with five splash pads, the new Avondale Aquatic Center, and 46 pools from other service providers.

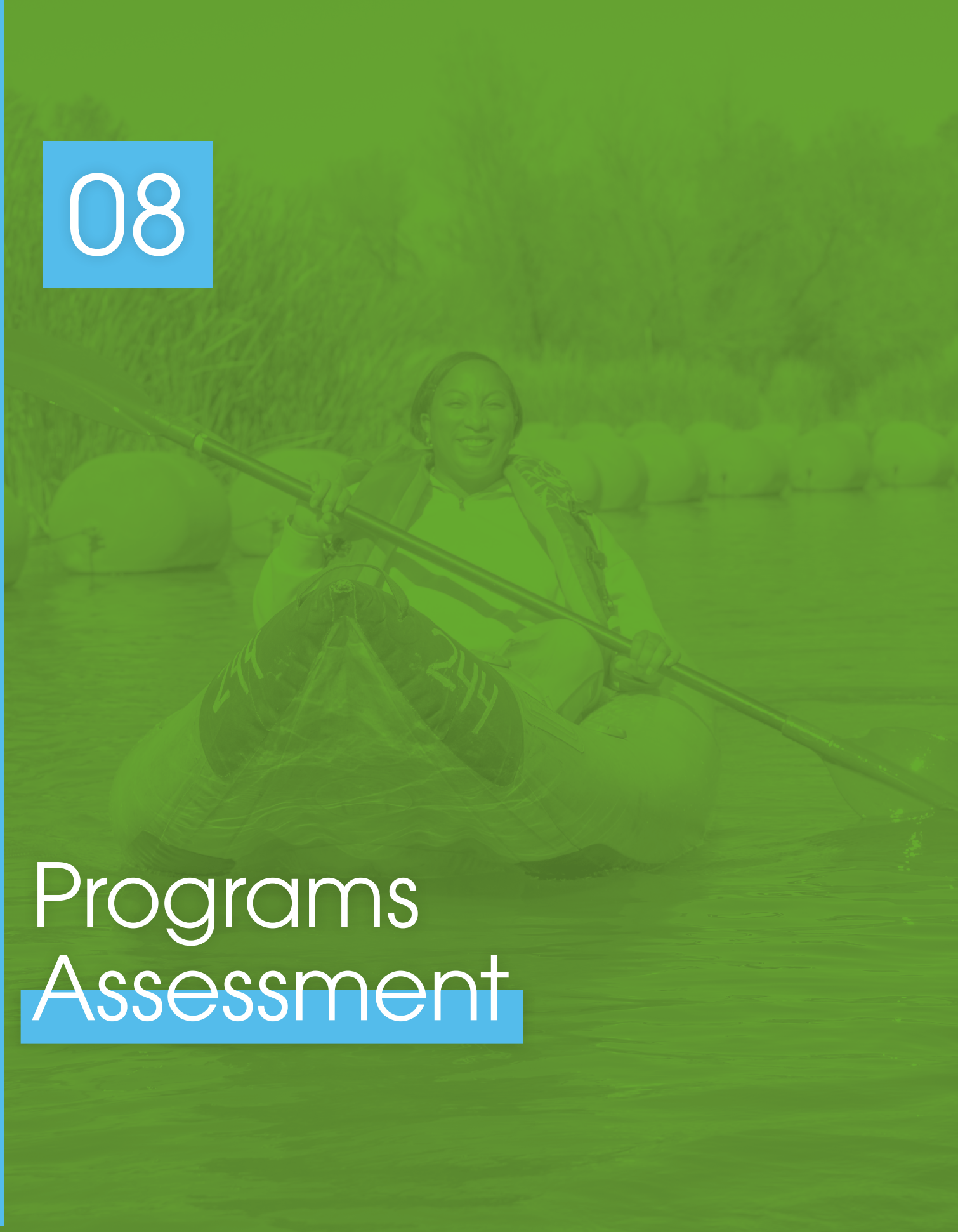
Park Acreage Per Capita Comparison: The Avondale system provides 7.4 park acres per 1,000 residents, which is below the NRPA's 2023 median benchmark of 10.2 acres for cities with populations between 50,000 and 100,000. To meet this benchmark for its current population of approximately 92,000, Avondale needs to add 260 acres of parkland.

Facility Components Comparison: Avondale falls below the median in several specific park amenities compared to similar-sized agencies. It has fewer tennis courts, sports fields, and dog park areas per capita.

Walkability Analysis and LOS Target: Walkability analysis suggests an equitable LOS for Avondale residents is four recreational components within a 10-minute walk or ½ mile service area. Avondale currently provides 235 components across its developed facilities.

Equitable Access to Recreation: Nearly all Avondale residents have access to active or passive recreation opportunities within a one-mile service area, with 52% residing within walking distance of an outdoor recreation opportunities. Pedestrian boundaries inhibit greater access.

Gap Analysis: Gap analysis reveals that 93% of residents live within a mile of the LOS target value of four components, while only 10% currently live within a 10-minute walk of the same target.



08

Programs Assessment

This Programs Assessment reviews the Department's program and service offerings through a series of individual analyses. The program attendance data used for this analysis includes recreational activities, classes, programs, and special events the Department offered for a specific time frame: fiscal years (FYs) 2021–2022 and 2022–2023. Only eight months of 2024 participation data was available at the time of the data collection.

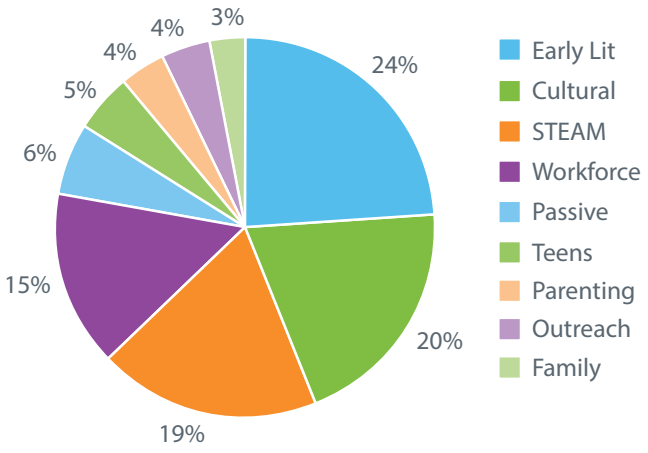
The reports and data that informed the Programs Assessment process included the Department's online program catalog, participation data, revenue and expense reports, and program metric worksheets completed by program staff. Internal meetings and interviews with staff also provided insight. The integration of community engagement results with data analysis helped inform and drive program and service recommendations.

BerryDunn reviewed the results of these analyses from a global perspective. These themes can provide valuable insights into areas where the organization excels and where there are opportunities for improvement or potential risks to mitigate. This Program Assessment aims to do the following:

- Offer detailed insight into the Department's program offerings
- Help identify the strengths, weaknesses, opportunities, and threats for program direction
- Assist with identifying program categories, programming gaps, and future program considerations

The full Programs Assessment report is in the appendices of this master plan.

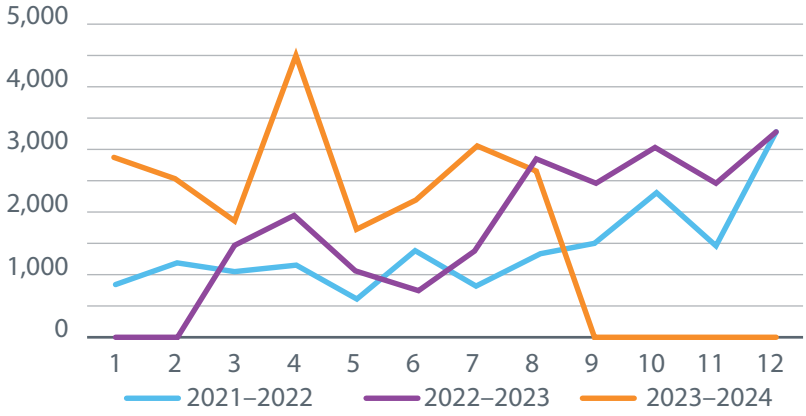
Figure 55: Department's Programming Focus Areas



This distribution of programs is in alignment with an agency of Avondale's size and is representative of the community demographics, specifically programs for youth and families.

The data used to analyze program participation is based on the past two FYs (2022 –2023) and a portion of the current FY (2023–2024). Even during the pandemic, the Department experienced steady participation in programs. Data for 2024 includes only eight months of participation collected during the time of this study; however, participation for the first eight months of the FY exceeds previous-year numbers.

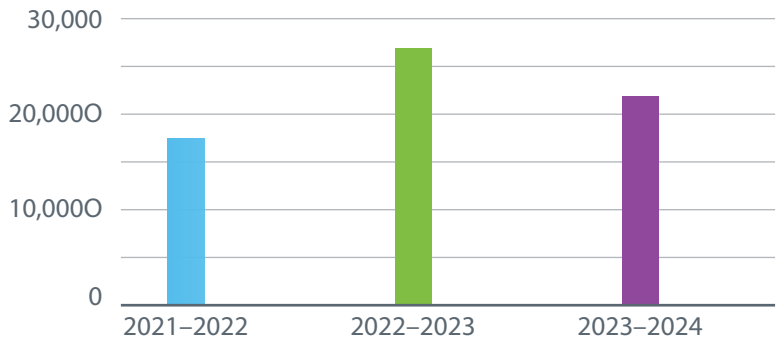
Figure 56: Program Participation



8.1 Library Program Overview

In 2023, the Avondale Library System (Library) was added to the Department's portfolio. Figure 57 reflects three years of data, with 2023–2024 comprising attendance through February 2024.

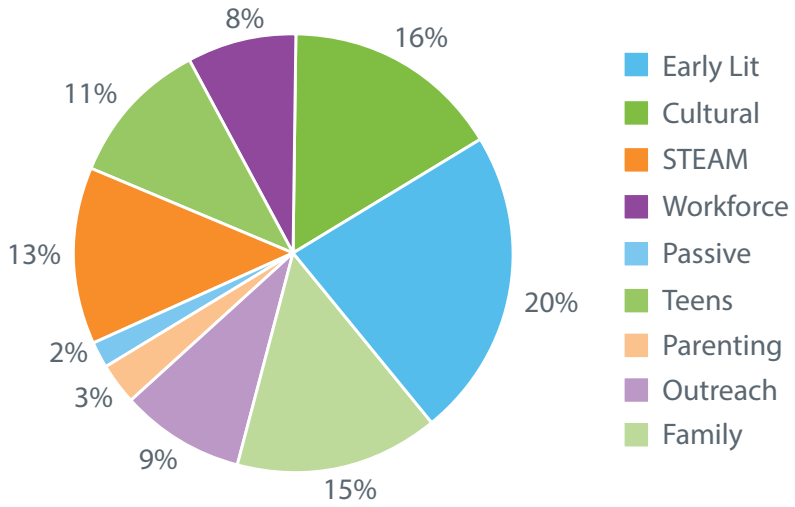
Figure 57: Library Program Attendance



The Library provides a diverse set of program offerings for residents. Attendance at the Library programs and activities increased between 2022 and 2023 from 17,545 to 26,993. At the time of this report, attendance at programs are trending upward.

The Library offers programs for all ages, such as English for Speakers of Other Languages (ESOL), which provides English language instruction from basic to high-intermediate level for individuals ages 16 and older. Activities and classes like STEAM FEST provide opportunities for lifelong learning and interactive engagement.

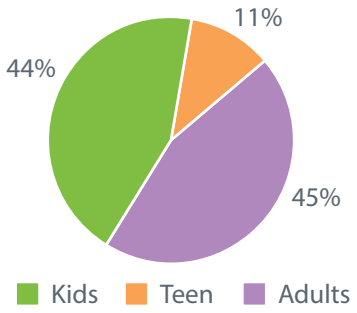
Figure 58: Percentages of Library Programs by Strategic Focus Areas



This distribution of Library programs is in alignment with a City's size and is representative of the community demographics, specifically programs for youth and families.

Of Library programs, **44%** focus on ages 0–12 years old, followed by adults 18 and older (**45%**), and teens (**11%**). The age segmentation for programs is representative of the community's population. Figure 59 depicts percentages of programs by age the Library offers.

Figure 59: Percentages of Programs by Age Segments



Total enrollment in the Department's programs, activities, and classes was 87,343 participants and Library hosted 44,538 in FY2022 and FY2023 for a combined total of 131,881. Additionally, total participation numbers will increase in FY2024 with the opening of the Mountain View Community Center and Avondale Aquatic Center.

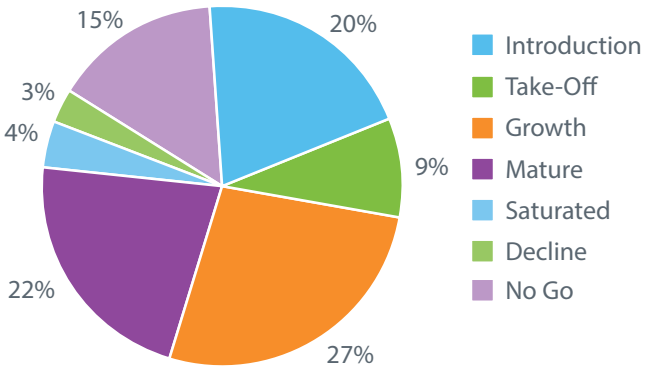
8.2 Life Cycle Analysis

The Recreation Program Assessment includes a life cycle analysis of programs selected for review. This type of assessment helps determine if Department staff need to develop new or more creative programs, reposition declining programs, or continue with the current balance of life cycle stages. BerryDunn based this assessment on staff members' opinions of how their core programs were categorized according to seven life cycle stages:

1. Introduction: Programs in this phase typically have been introduced within the last six months to a year with modest participation.
2. Take-Off: Programs in this phase have usually been in place for a year and are demonstrating rapid growth in participation.
3. Growth: Programs in this phase show moderate but consistent participation growth.
4. Mature: Programs in this phase have been in place for more than a year and are demonstrating slow participation growth.
5. Saturated: Programs in this phase are experiencing minimal to no participation growth and face extreme competition from external or internal sources.
6. Decline: Programs in this phase are experiencing decline in registration and participation.
7. No-Go: These are programs that have been canceled.

Figure 60 outlines those life cycle stages and the Department's percentage of programs within each stage.

Figure 60: Department Program Life Cycle



The Department's programs are reflective of like communities with similar demographics, i.e., age, income, and population. The declines in programs such as Esports, youth pickleball, adult softball league, and instant piano are representative of a shift being experienced in many communities. While the pandemic showed increases in virtual opportunities, in some areas, interest in e-sports has declined. Even prior to the pandemic, parks and recreation departments experienced declines in adult coed softball leagues. This decline can be contributed to a declining baby boomer population who traditionally led participation in softball.

As part of the public input process, ETC Institute administered a community needs assessment survey for the Department. The survey collected a total of 401 responses. The overall results of 401 residents have a precision of at least +/- 4.88% at the 95% level of confidence.

ETC Institute developed the PIR to provide organizations with an objective tool for evaluating the priority that should be placed on programs and services. The PIR equally weights the importance that residents place on amenities and how many residents have unmet needs from programs. The following programs were rated as high priorities for investment:

- Adult fitness and wellness programs (PIR=190)

- Community events (PIR=190)
- Arts and cultural programs (PIR=142)
- Adult aquatics programs (PIR=141)
- Human services programs (PIR=126)
- Outdoor skills/safety courses (PIR=118)
- Canoeing/kayaking/stand-up paddle boarding (PIR=117)

In addition to seeking feedback regarding programming needs, the survey also addressed the need for programming spaces. Based on the PIR, the following programming spaces were rated as high priorities for future investment:

- Trails (PIR=192)
- Indoor pools (PIR=188)
- Art, history, cultural spaces (PIR=180)
- Shade areas within parks and around facilities (PIR=180)
- Community gardens (PIR=167)
- Water recreation assess (PIR=155)
- Natural areas and greenspace (PIR=141)

8.3 Gaps

Using a mixed-method approach to community engagement hosting focus groups, stakeholder meetings, and interviews with key leaders will assist in the recommendation process. The following list summarizes the gaps identified between the Department's program menu and the community's programmatic needs:

- Additional summer camps for youth ages 5–12
- Additional recreation programs and field trips for teens
- Water safety programs

8.4 Audiences

Conscious efforts to provide leisure activities geared specifically to adults presents an opportunity to connect with the community in a new and exciting way. Four distinct age groups within the umbrella term "adult" exist: young adults, adults, active adults, and seniors. Recommended age brackets for these groups are as follows:

- Young adults: 18–34
- Adults: 35–49
- Active adults: 50–64
- Seniors: 65+

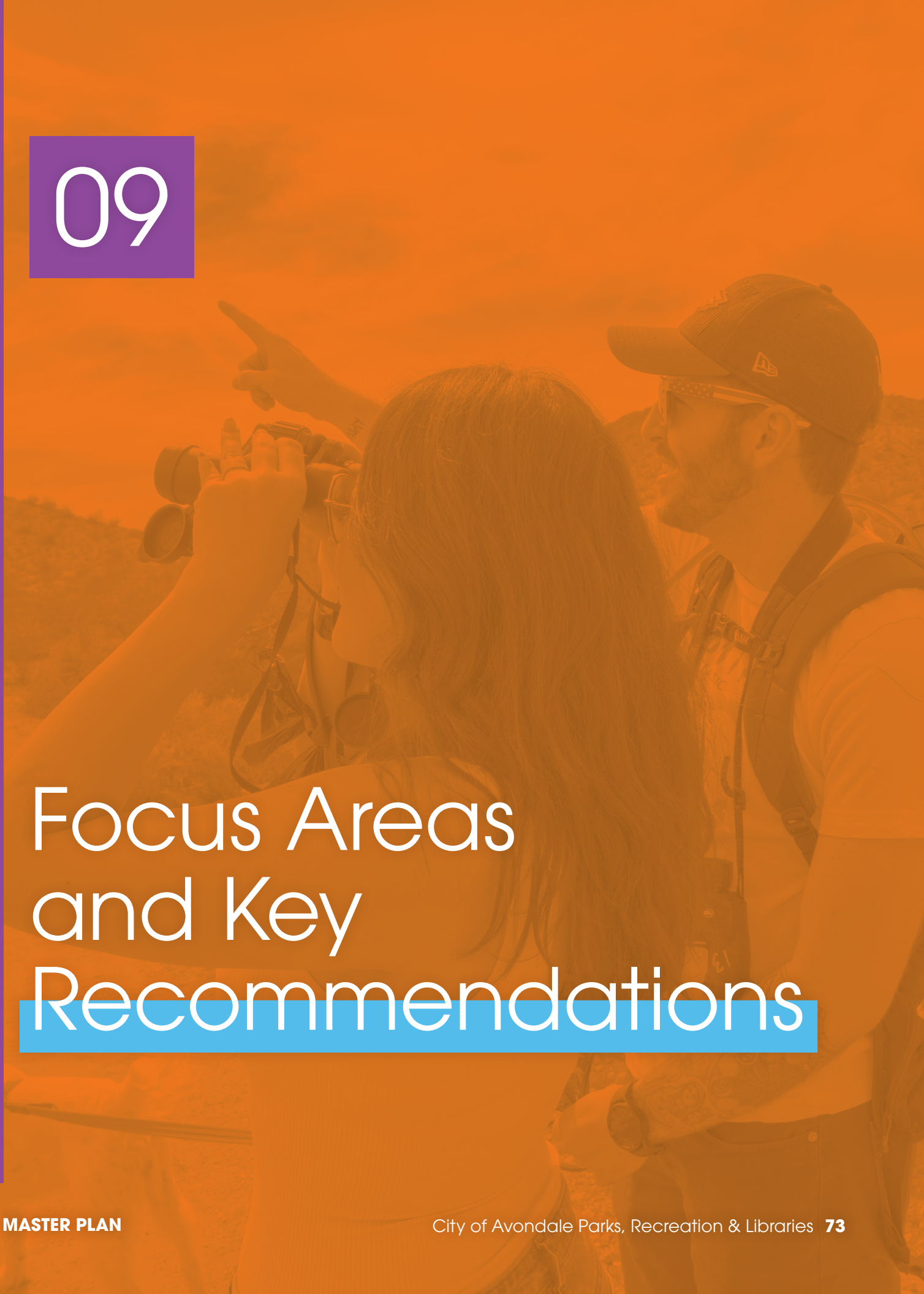
The recreational interests and needs of those who are ages 18–34 can significantly differ from those who are ages 50–64. While the Department's current programming uses the umbrella "adult" qualifier, there is a significant opportunity for targeted programming designed for each of the four groups.

Although active adults and senior programs are well represented as one category in the Department through a partnership for services, a greater need of support for senior offerings seems to exist. According to the Pew Research Center, the "typical" baby boomer believes that old age begins at age 72. This perception can lead to low senior program participation by active adults who do not feel they belong in a senior program.

Department staff expressed a desire to better reach the teen population in new and different ways in both libraries and recreation. Actively listening and then nimbly responding to teen ideas can create trust and generate more ongoing participation. With the current setup of one recreation center and two libraries, partnering with the local public school system and/or supplementing events that the school cannot offer can also reach the teen population in different ways. The Department has a great portfolio of programs and services but should consider dedicating additional efforts to engage the teen population for increasing program inventory and impact on the community.

09

Focus Areas and Key Recommendations



This master plan is a road map for the Department's next 10 years. It provides important focus and guidance to Avondale, in alignment with community and organization priorities.

The Department's focus areas—***Produce Outstanding Customer Experiences, Deliver Dynamic Services, Provide Safe Places to Play & Connect, Plan for Growth & Achievement***—are supported by recommended actions for success.

Produce Outstanding Customer Experiences

Deliver Dynamic Services

Provide Safe Places to Play and Connect

Plan for Growth and Achievement

9.1 Produce Outstanding Customer Experiences

1. Adjust and align programming experiences and celebrations in response to communities' evolving needs
2. Provide unique and in-demand activities, sports, and facilities that help drive visitation and encourage community wellness
3. Expand marketing efforts to increase awareness of services and public facilities
4. Develop new opportunities for public feedback to help guide customer experience improvements through expanded survey efforts, community forums, and partner discussions
5. Address customer service needs such as software enhancements and digital solutions for park, recreation, and library operations
6. Increase accessible parks and playground amenities
7. Expand annual programming and service delivery review processes and make program adjustments to meet evolving community needs
8. Increase preservation efforts of sports fields and popular amenities
9. Continue to pursue conferences, trainings and staff presentations that focus on customer experience & innovative program delivery.
10. Continue providing industry-leading and award-winning facilities and services

9.2 Deliver Dynamic Services

1. Increase staffing levels and contract services to keep pace with community growth and demand
2. Increase tree canopy and shaded amenities at public parks and trails
3. Address gaps in amenities & programs especially in low to no-service areas
4. Increase parkland and open space to align with population growth and demand
5. Invest in amenities that focus on art, history, and culture in parks & public spaces
4. Explore opportunities to increase partnerships to enhance service delivery and broaden program offerings to better meet community needs
5. Promote community wellness through programs resources in Avondale Libraries
6. Create a plan to re-align funds to programs that are more popular and of most interest to the community
7. Enhance policies and partnerships with businesses and developers to enhance new parks, recreation & library related opportunities for Avondale
8. Continue city's commitment to growing tree canopy & responsible tree care efforts in parks

9.3 Provide Safe Places to Play and Connect

1. Develop new partnerships to maximize community benefit and sustain long-term service delivery
2. Pursue alternative funding opportunities and partnerships to help ensure financial resources are available for critical needs
3. Reduce barriers that prevent residents from participating in programs or visiting facilities
4. Repurpose and program unused park areas
5. Create regional connectivity by seamlessly connecting existing trail systems
6. Continue promoting safety in parks and libraries
7. Increase marketing and awareness for scholarship opportunities
8. Reduce pedestrian boundaries to gain better recreation & library access
9. Expand access to library services through digital, mobile, and micro-library efforts in underserved areas
10. Consider a future recreation complex to centralize services and provide expanded indoor creation for residents

9.4 Plan for Growth and Achievement

1. Increase staffing levels and contract services to keep pace with community growth and demand
2. Grow cross-department partnerships to advance citywide youth & amateur sports
3. Enhance organizational structure to include additional supervisory roles to better manage span of control, diverse workforce, and retention strategies
4. Enhance cost recovery strategies including pursuit of alternative funding
5. Develop training that emphasizes professional development and innovative service delivery
6. Explore opportunities to conserve natural resources in nonprogrammable park areas
7. Continue to pursue and achieve CAPRA accreditation to assist in guiding best practices for the organization and community
8. Utilize this master plan to help guide ongoing adjustments to capital funding to maximize community benefit and meet evolving needs

9.5 Action Items

The following action items encompass a variety of specific tasks aimed at achieving the focus areas outlined in the master plan for enhancing and managing parks, programs, facilities, and open spaces within the community.

9.5.1 Organizational Improvements

9.5.1.1 LEADERSHIP AND SPAN OF CONTROL

The current leadership structure lacks adequate supervisory roles, leading to challenges in managing workloads and providing consistent oversight. The need for additional leadership positions, such as a second assistant director, is critical to improve span of control and help ensure effective management.

9.5.1.2 STAFFING CAPACITY

Rapid growth in staff, from 35 to nearly 200 employees, has outpaced the current organizational structure's ability to efficiently manage operations. The Department requires additional staffing, particularly in administrative, recreation, and library divisions, to meet the increasing demands on services.

9.5.1.3 ROLE CLARITY AND ACCOUNTABILITY

There is a need for clearer role definitions, particularly for overextended recreation staff, to help prevent role overlap and help ensure efficient use of staff resources. Improved role clarity would also enhance accountability and streamline operations.

9.5.1.4 INTERDEPARTMENTAL COLLABORATION

Communication and collaboration between divisions within the Department, as well as with other city departments, need improvement. Strengthening these connections is essential for coordinated service delivery and operational efficiency.

9.5.1.5 RESOURCE AND EQUIPMENT AVAILABILITY

There are gaps in the availability of necessary tools and technology, impacting staff effectiveness. Ensuring access to up-to-date resources, equipment, and software systems is crucial for optimal performance.

9.5.1.6 TRAINING AND DEVELOPMENT

While some training programs are in place, there is a need for more comprehensive and regularly updated training to address evolving staff needs. Providing continuous professional development opportunities is important for maintaining a skilled and efficient workforce.

9.5.1.7 FINANCIAL AND RESOURCE PLANNING

Greater staff involvement in financial and resource planning processes is necessary, with a focus on transparency and regular reviews to help ensure resources are aligned with the Department's growth and operational needs.

9.5.1.8 ENHANCE LEADERSHIP STRUCTURE

Consider restructuring the leadership hierarchy to include additional leadership and supervisory roles to better manage workloads and create succession planning:

- Work to ensure the leadership hierarchy supports long-term succession planning, identifying, and preparing internal candidates for future leadership positions
- Create field supervisor roles for the Parks Maintenance Division to provide immediate support, manage workloads effectively, and reduce supervisory gaps
- Appoint a second assistant director to oversee the administrative team, mirroring the Avondale Public Works model, with a focus on contract management and divisional oversight including management, analysts, and capital and grants responsibilities

9.5.1.9 COMPREHENSIVE TRAINING PROGRAMS

Develop and maintain comprehensive training programs that address evolving needs, ensuring all staff have access to up-to-date resources and opportunities for skill development.

- Implement targeted training programs focusing on specific needs such as reservations, permitting for special events, and the use of relevant software tools.
- Regularly update training materials and help ensure that all staff have access to necessary training for their roles to improve efficiency and service delivery.

9.5.1.10 IMPROVE EQUIPMENT AND TECHNOLOGICAL RESOURCES

Help ensure adequate resources and technology are available to support staff in effectively performing their roles, with access to essential tools and systems as needed.

- Invest in additional equipment and resources (e.g., pressure washers, sprayers, vehicles) to help ensure that staff can perform their duties effectively.
- Work to ensure all staff have access to updated registration, event management, and permitting software for efficient operations and after-hours use.

9.5.1.11 STRENGTHEN INTERDEPARTMENTAL COMMUNICATION

Expand communication and collaboration across all divisions and with external departments.

- Enhance communication and collaboration between different divisions within the Department and with other city departments through regular interdepartmental meetings.
- Utilize shared digital platforms to maintain a unified approach to Department-wide initiatives, ensuring all teams are aligned and working toward common goals.

9.5.1.12 PROACTIVE BUDGET PLANNING

Promote greater staff participation at Department level between processes and while ensuring regular reviews and transparency in resource allocation decisions.

- Shift to a proactive budgeting and financial planning process, involving staff in decision-making and conducting mid-year reviews to adjust resources as needed.

- Work to ensure transparency in budget modifications and approvals to engage staff more fully in financial planning and decision-making processes.

9.5.1.13 INCREASE STAFFING CAPACITY

Address the understaffing issues by hiring additional full-time and part-time staff to help ensure that staffing levels keep pace with the Department's growth and the increasing demands on services.

- Hire additional administrative staff to manage the growing day-to-day operations and increasing contract support.
- Expand full-time and part-time staffing levels in recreation, marketing, and library divisions to address the growing workload resulting from Department expansion.
- Implement a formal recruitment and retention strategy to attract and retain talent, addressing both current staffing needs and future growth projections

9.5.1.14 CLEAR ROLE DEFINITIONS

Develop clear role definitions and responsibilities for all staff, particularly for recreation staff who are currently overutilized to help ensure efficient use of staff resources.

- Assess and refine roles and responsibilities across the Department, particularly for recreation staff, to help prevent role overlap, improve clarity, and help ensure efficient resource use.
- Improve span of control by adding leadership positions to enable managers to focus more on strategic planning rather than being overburdened by operational tasks.

9.5.2 Financial Improvements

While Avondale's Parks, Recreation, and Library Department is experiencing growth in both revenues and services offered, the faster rise in expenses underscores the need for careful financial management to maintain fiscal health and continue providing valuable services to the community. The following recommendations will help the Department continue to provide a high-LOS to the community for years to come:

1. **Establish a Proactive Plan for Capital Maintenance and Replacement:** As new facilities are built and existing ones are expanded, the Department will face ongoing costs to maintain these assets at a high standard and help ensure their long-term usability. A structured capital maintenance and replacement plan would help the Department forecast future expenses, prioritize funding needs, and help prevent deferred maintenance that can lead to more costly repairs over time. By incorporating life cycle planning and setting aside funds for maintenance and replacement, the Department can sustainably manage its assets and continue providing quality services to residents.
2. **Help Ensure Administrative and Operating Expenses Are Integrated into Program Planning:** As new programs and services are introduced, it is crucial to account for the administrative and operating expenses associated with these additions. This includes funding for essential support functions such as staffing, training, facility management, and technology. By incorporating these costs into the planning and budgeting process for each new service, the Department can help ensure that programs are adequately supported for long-term success. Building in the necessary operational infrastructure will help avoid overextending resources and will maintain high-quality service delivery as the Department grows.
3. **Explore Cost Recovery Strategies:** As the Department's expenses continue to grow at a faster rate than its revenues, a detailed cost recovery study is essential to gain a more precise understanding of the costs, revenue potential, and usage of each service area. This study would enable the Department to assess not only the financial performance of each program but also the broader community benefits each service provides. By establishing criteria for prioritizing services, the study would help the Department make strategic decisions on which programs to subsidize, enhance, or potentially scale back. Additionally, aligning service offerings with community values and financial sustainability goals would allow the Department to balance fiscal health with its mission to serve the public effectively.

9.5.3 Responding to Community Priorities

Based upon the comprehensive engagement efforts, the community provided the following clear priorities:

Facility/Amenities

High	Medium	Low
Shade	Turf improvements	Golf-related assets
Pickleball courts	Technology centers	Bike skills trail
Indoor pool*	Rock wall/climbing	Disc golf
Art/history/cultural spaces	Accessible playgrounds	
Trails	Dog parks	
Libraries		

**Pool facility considerations through engagement took place before the opening of the Avondale Aquatic Center and require further ongoing analysis to help ensure accurate community priorities.*

Programming

High	Medium	Low
More community events	Older adult programs/trips	Golf-related activities
Adult fitness programs	Pickleball instruction	Teen programming
Outdoor exercise options	Water recreation classes	
Digital library and media	Performance/arts space	
Adult aquatic classes		
Environmental education		
Human services programs		
Arts programming		

Other

High	Medium	Low
Marketing/awareness	New field reservation system	Customer service training
Trail connectivity		
Affordability		

9.5.4 Conservation Recommendations

- Continue the city's commitment as a Tree City USA designation and the benefits that are provided to the community through these efforts.
- Steward, educate, and promote guidelines for planting, maintaining, and removing trees throughout parklands.
- Prioritize marketing and communication about the Department's conservation efforts to help educate and include the community in initiatives.
- Increase the city's tree canopy to help mitigate heat zones.
- Establish a plan to conserve natural resource impacts in parks. Passive and low-use turf areas should be targeted for conversion to native grasses, xeric, and drought-tolerant spaces.

9.5.5 Programming and Facility Assessment Recommendations

9.5.5.1 PROGRAMMING

- Continue to update program life cycles to determine priorities based on attendance, registration, and access
- Based on attendance and participation data for 2021–2024, review current program offerings for residents ages 18–24 to identify opportunities for programming specific to this group
- Develop workforce programs, passive programs, parenting programs, and outreach programs to address the strategic focus areas the Department identified
- Review current policy for program planning, implementation, and evaluation to help ensure the Department is consistent with developing and funding programs
- Partner with other service providers to increase teen programming
- Continue to fill programmatic gaps for aquatic and summer camp programming
- Begin tracking metrics for resident vs. non-resident registration percentages, program reach, and retention rates

9.5.5.2 FACILITIES

- Consider pursuing a new indoor athletic facility to provide expanded indoor recreation fitness & wellness opportunities to meet community needs
- Align capital planning with recommendations for facility conditions improvements identified in this master plan
- Replace low-scoring components identified in the LOS inventory.
- Increase parkland

9.5.6 Administration

- Continue to enhance marketing for Department-sponsored programs and develop strategies for engaging hard-to-reach communities. The Opportunities For All (OFA) Toolkit provides a road map for actionable goals and objectives
- Partner with tech services to update tools to increase registration services to the community
- Library Tech Updates

9.5.7 Opportunities For All

- Continue to promote and advertise recreation scholarship opportunities
- Review the Department equity analysis spectrum and establish improvement goals
- Add questions to customer surveys that will collect disaggregated data during program evaluation cycles
- Track Opportunities For All-focused staff training
- Conduct program and language audits for cultural relevancy and sensitivity
- Review Opportunities For All Outcomes and Conditions matrix for indicator improvement opportunities

9.5.8 Parks and Recreation/Libraries Collaboration

- Organize joint events, workshops, or activities that combine outdoor recreation and educational components.
- Continue and expand the use of shared spaces.
- Libraries could consider setting up reading corners or book exchanges in local parks.
- Parks could host outdoor reading events during pleasant weather.
- Enhance Promotion and Outreach
  - » Collaborate on marketing efforts
  - » Parks and recreation divisions can promote Library programs through their channels, and vice versa
  - » Jointly organize community fairs or festivals to showcase both services
- Enhance Environmental Education
  - » Libraries can provide resources related to environmental conservation, wildlife, and outdoor activities
  - » Parks and recreation divisions can offer guided tours, workshops, or talks on local ecosystems
- Continue Healthy Living Initiatives
  - » Libraries can host health and wellness programs
  - » Parks can provide spaces for fitness classes, yoga sessions, or walking clubs
- Incorporate Bookmobiles in Parks
  - » Extend library services to parks through bookmobiles
  - » Park visitors can borrow books, participate in literacy programs, and enjoy the outdoors simultaneously
- Continue Story Trails
  - » Create story trails within parks
  - » Install signs with pages from a children's book along a walking trail, encouraging families to read while exploring nature
- Seek Collaborative Grants and Funding
  - » Seek joint funding opportunities
  - » Apply for grants together to enhance community spaces, literacy programs, or recreational facilities

List of Appendices

1. Organizational Ecosystem Full Report
2. Needs Assessment Full Report
3. Comparative Analysis, Trends, and Visitation Analysis Full Report
4. Parks and Facilities Inventory, Assessment, and LOS Full Report
5. Programs Assessment Full Report
6. Market Analysis of Pickleball and Performing Arts
7. ETC Statistically Valid Survey Report
8. LOS Component Definitions
9. Program Assessment Information
10. BRS Facility Assessment Report
11. Capital Cost Estimates for LOS Improvements
12. Conservation Report

Avondale

PARKS, RECREATION & LIBRARIES

MASTER PLAN

BerryDunn

CITY COUNCIL REPORT

ITEM NUMBER: 4.d.

SUBJECT: Ordinance 2005-0225 - Avondale City Code Chapter 6, Article I; Relating to Emergency Management and Emergency Services

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Dale Nannenga, Deputy City Manager
Aaron Glass, Deputy Chief of Emergency Management

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

PURPOSE:
City Council will consider a request to adopt Ordinance 2005-0225 amending Avondale City Code Chapter 6, Article I; Relating to Emergency Management and Emergency Services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
In April of 1975, the City passed Chapter 6, Article I of the City Code, addressing Civil Defense and Emergency Services. Over the last 50 years, regional growth and development, the threats the City faces, its emergency response capabilities, and the manner in which the City addresses emergency management as a whole have changed considerably. These changes have necessitated an update of Chapter 6, Article I, in order to bring it more in line with current emergency management practices.

DISCUSSION:
After the tragic events of September 11, 2001, emergency management in the United States has evolved considerably. Current emergency management practices include a greater standardization of incident management, increased focus on mitigation, preparation, and planning, and better coordination, communication, and cooperation across jurisdictions and agencies. The current City ordinance will be fifty years old in April 2025 and needs updating to better reflect current emergency management practices.

Amendments to this ordinance include:

- Updating the ordinance's title from “Civil Defense and Emergency Services” to “Emergency Management and Emergency Services.” The term “Civil Defense” is outdated and associated with the Cold War era. It does not reflect the broader range of hazards the City faces, including natural disasters, technological accidents, pandemics, and terrorism.
- Updated language in the chapter’s Purpose section to include “mitigation” as an emergency coordination activity along with preparedness, response, and recovery.
- A broader definition of “emergency” to exclude situations where the City’s normal day-to-day emergency services effectively deal with the incident and includes situations where the incident’s response needs exceed the City’s emergency services capabilities, thus requiring special mobilization and organization.
- A refined definition of “local emergency,” which acknowledges disaster conditions that occur not just within the city limits but within the region and requires the combined efforts of multiple jurisdictions.
- Updated language that reflects current City organizational practices of the “director” (City’s emergency manager) appointed by the city manager and acting on behalf of the city manager to develop an emergency management program and readiness plans during non-emergency periods.
- Updated language that reflects current City organizational practices where the director acts as an advisor to the city manager during emergencies and assists them in executing operations, plans, and procedures, as required.
- New language that reflects current City organizational practices where the city manager serves as principal advisor to the mayor and assists them in developing and implementing policy and Emergency Operations Center functionality.
- New section (6-10 Civil Liabilities) defines city liabilities and immunities for employees and volunteers while carrying out the provisions defined in Arizona Revised Statutes title 26, chapter 2 (Emergency Management). Such liability language is now common in other local jurisdiction ordinances regarding emergency management and response.

The proposed amendments **do not** change any of the emergency powers of the mayor, which include declaring emergencies and imposing, through proclamation, all necessary regulations to preserve the peace and order of the City, including, but not limited to:

- Imposing curfews
- Ordering the closure of businesses
- Closing public access to public buildings, streets, or other public places
- Calling upon regular or auxiliary law enforcement agencies and organizations within or without the City for assistance

BUDGET IMPACT:
There is no impact on the budget.

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance amending Avondale City Code Chapter 6, Article I, Relating to Emergency Management and Emergency Services. And authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: *Dale Nannenga*
Aaron Glass

ORDINANCE NO. 2005-0225

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 6 (CIVIL DEFENSE AND EMERGENCY SERVICES), ARTICLE I (CIVIL DEFENSE EMERGENCY SERVICES) TO ENSURE COMPLIANCE WITH CURRENT EMERGENCY PRACTICES.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Avondale City Code, Chapter 6 (Civil Defense and Emergency Services) and Article I (Civil Defense and Emergency Services) are hereby amended and renamed to read as follows:

Chapter 6 ~~CIVIL DEFENSE~~ EMERGENCY MANAGEMENT AND EMERGENCY SERVICES

Articles:

Article I ~~CIVIL DEFENSE~~ EMERGENCY MANAGEMENT AND EMERGENCY SERVICES

SECTION 2. The Avondale City Code, Chapter 6 (Emergency Management and Emergency Services), Article I (Emergency Management and Emergency Services), Section 6-1 Purposes, Subsection (6) is hereby amended to read as follows:

(6) Authorize and provide for coordination of activities relating to disaster prevention MITIGATION, preparedness, response, and recovery by agencies and officers of this city, agencies of the private sector, and similar activities in which the federal government, the state and its political subdivisions may participate; and

SECTION 3. The Avondale City Code, Chapter 6 (Emergency Management and Emergency Services), Article I (Emergency Management and Emergency Services), Section 6-2 Definitions, is hereby amended to read as follows:

6-2 Definitions.

. . .

"Emergency" ~~means the existence of a disaster within the city limits requiring immediate action by the emergency forces of the city.~~ A SITUATION ARISING WITH OR WITHOUT WARNING, CAUSING OR THREATENING DEATH, INJURY OR DISRUPTION TO

NORMAL LIFE FOR A NUMBER OF PEOPLE IN EXCESS OF THOSE WHICH CAN BE DEALT WITH BY THE PUBLIC SERVICES OPERATING UNDER NORMAL CONDITIONS AND WHICH REQUIRES SPECIAL MOBILIZATION AND ORGANIZATION OF THOSE FORCES.

. . .

"Local emergency" means the existence of ~~a~~ disaster ~~within the city limits, and the situation is or is likely to be beyond the capability and resources of the city as determined by the mayor and which requires the combined efforts of other political subdivisions.~~ CONDITIONS OF EXTREME PERIL TO THE SAFETY OF PERSONS OR PROPERTY WITHIN THE TERRITORIAL LIMITS OF THE COUNTY, CITY OR TOWN WHICH ARE OR ARE LIKELY TO BE BEYOND THE CONTROL OF THE SERVICES, PERSONNEL, EQUIPMENT AND FACILITIES OF SUCH POLITICAL SUBDIVISIONS AS DETERMINED BY ITS GOVERNING BODY AND WHICH REQUIRES THE COMBINED EFFORTS OF OTHER POLITICAL SUBDIVISIONS.

. . .

SECTION 4. The Avondale City Code, Chapter 6 (Emergency Management and Emergency Services), Article I (Emergency Management and Emergency Services), Section 6-4 (Director generally) is hereby amended to read as follows:

6-4 - Director generally.

(a) The director shall be appointed by the ~~mayor~~ CITY MANAGER and shall be responsible in non-emergency periods to act on behalf of the ~~council~~ CITY MANAGER to develop ~~a readiness for the emergency services~~ AN EMERGENCY MANAGEMENT PROGRAM AND READINESS PLANS FOR THE CITY'S EMERGENCY PREPAREDNESS and for coordinated operations in disaster situations.

(b) During emergencies, the director shall act as the principal advisor or aide to the ~~mayor~~ CITY MANAGER on emergency operations. His major responsibility is to ~~assure~~ ENSURE coordination among emergency forces and with higher and adjacent governments. He shall assist the ~~mayor~~ CITY MANAGER in the execution of operations, plans and procedures required by the emergency.

(C) DURING EMERGENCIES, THE CITY MANAGER SHALL ACT AS THE PRINCIPAL ADVISOR OR AIDE TO THE MAYOR ON EMERGENCY OPERATIONS. HIS MAJOR RESPONSIBILITY IS TO SERVE AS DEPUTY TO THE MAYOR, TO ASSIST THE MAYOR IN DEVELOPING AND IMPLEMENTING POLICY AND TO ENSURE THAT THE EMERGENCY OPERATIONS CENTER FUNCTIONS PROPERLY.

SECTION 5. The Avondale City Code, Chapter 6 (Emergency Management and Emergency Services), Article I (Emergency Management and Emergency Services), is hereby amended to add a new Section 6-10 (Civil Liabilities), to read as follows**:**

6-10 - CIVIL LIABILITIES.

(A) THE CITY SHALL NOT BE LIABLE FOR ANY CLAIM BASED UPON THE EXERCISE OR PERFORMANCE, OR THE FAILURE TO EXERCISE OR PERFORM, A DISCRETIONARY FUNCTION OR DUTY ON THE PART OF THE CITY OR ANY EMPLOYEE OF THE CITY EXCEPTING WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR BAD FAITH OF ANY SUCH EMPLOYEE, IN CARRYING OUT THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 26, CHAPTER 2 OR THIS CHAPTER.

(B) THE IMMUNITIES FROM LIABILITY, EXEMPTIONS FROM LAWS, ORDINANCES AND RULES, ALL PENSIONS, RELIEF, DISABILITY WORKERS' COMPENSATION AND OTHER BENEFITS WHICH APPLY TO THE ACTIVITY OF OFFICERS, AGENTS OR EMPLOYEES OF THE CITY WHEN PERFORMING THEIR RESPECTIVE FUNCTIONS WITHIN THE TERRITORIAL LIMITS OF THE CITY SHALL APPLY TO THEM TO THE SAME DEGREE AND EXTENT WHILE ENGAGED IN THE PERFORMANCE OF ANY OF THEIR FUNCTIONS AND DUTIES EXTRA TERRITORIALLY UNDER THE PROVISIONS OF THIS CHAPTER, EXCEPTING WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR BAD FAITH.

(C) VOLUNTEERS DULY ENROLLED OR REGISTERED WITH THE CITY IN A LOCAL EMERGENCY, A STATE OF EMERGENCY, OR WAR EMERGENCY, OR UNREGISTERED PERSONS PLACED INTO SERVICE DURING A STATE OF WAR EMERGENCY, IN CARRYING OUT, COMPLYING WITH, OR ATTEMPTING TO COMPLY WITH ANY REGULATION ISSUED PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 26, CHAPTER 2, OR THIS CHAPTER, OR PERFORMING ANY OF THEIR AUTHORIZED FUNCTIONS OR DUTIES OR TRAINING FOR THE PERFORMANCE OF THEIR AUTHORIZED FUNCTIONS OR DUTIES, SHALL HAVE THE SAME DEGREE OF RESPONSIBILITY FOR THEIR ACTIONS AND ENJOY THE SAME IMMUNITIES AS OFFICERS AND EMPLOYEES OF THE CITY PERFORMING SIMILAR WORK.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 10, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

CITY COUNCIL REPORT

ITEM NUMBER: 4.e.

SUBJECT: Ordinance 2006-0225 – Granting of an Access Easement to Minke Investments LLC

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:
City Council will consider a request to adopt Ordinance 2006-0225 authorizing the granting of an access easement to Minke Investments LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Staff has been working on a replat of City-owned property identified by APN 102-57-262 located just south of Dutch Bros. within The BLVD. During review of the replat it was discovered that the City never granted the parcel that houses Dutch Bros. (identified by APN 102-57-261) a legal access across the City's property for ingress and egress from 114th Avenue. The City needs to provide a 30-foot wide access easement to the owner of the Dutch Bros. site, Minke Investments LLC.

DISCUSSION:
An access easement containing 7,218 square feet will be granted to Minke Investments LLC.

BUDGET IMPACT:
There is no impact to the budget for this action.

RECOMMENDATION:
Staff recommends City Council adopt an Ordinance authorizing the granting of an access easement to Minke Investments LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the

necessary documents.

Contact person for document distribution: *Yulonda Moore, Terry Dorschied*

Vicinity Map

Avondale

Easement Boundary

Not to Scale

Prepared on 12/17/2024 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\VicinityMaps\BLVD_AccessEasement

ORDINANCE NO. 2006-0225

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING AN ACCESS EASEMENT TO MINKE INVESTMENTS LLC FOR PUBLIC INGRESS AND EGRESS ONTO 114TH AVENUE AS IT RELATES TO THE DUTCH BROS. PROPERTY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. An access easement for public use is hereby granted to Minke Investments LLC as it relates to the Dutch Bros. property, in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference, through, over, under, and across ± 0.17 acres of real property generally located south of West Dale Earnhardt Drive and east of North 104th Avenue in Avondale, Arizona, as more particularly depicted and described in the easement form attached hereto as part of Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 10, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2006-0225

[Permanent Access Easement Agreement]

See following pages.

When Recorded Mail To:
City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

This Easement is exempt from recording fee
and Affidavit of Property Value pursuant to
A.R.S. §11-1134(A)(2)

PERMANENT ACCESS EASEMENT AGREEMENT

GRANTOR: CITY OF AVONDALE, an Arizona municipal corporation (the "Grantor")

GRANTEE: MINKE INVESTMENTS LLC, a California limited liability company (the "Grantee")

THIS PERMANENT ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into on _____, 2025, by and between the Grantor and the Grantee for the purposes set forth below.

RECITALS

A. The Grantor is the record owner of certain real property located south of West Dale Earnhardt Drive and east of North 104th Avenue in Avondale, Arizona, and identified as Maricopa County APN 102-57-262 ("Grantor Property"), including the portion thereof identified in Exhibit A, attached hereto and incorporated herein by this reference (such portion the "Easement Area").

B. The Grantor and the Grantee desire to enter into this Agreement for the Grantor to grant to the Grantee a limited, non-exclusive, perpetual easement (the "Easement") together with the necessary right of access, ingress and egress over the Easement Area, for purposes of public access, ingress and egress to their business located adjacent to the Easement Area, as depicted on Exhibit A as APN 102-57-261 and attached hereto and incorporated herein by reference.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference and the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. The Grantor hereby grants and conveys unto and for the benefit of the Grantee the Easement for the purpose of public access to and from their business located on APN 102-57-261; provided, however, that the Grantee's activities within the Easement Area and otherwise related to their business shall not disrupt or restrict ordinary ingress and egress to and from the Grantor's Property or any part thereof.

2. Maintenance and Use of the Easement. The Grantor shall not maintain the Easement Area in a manner that impairs the ability or capacity of the Grantee to utilize the Easement. The Grantor shall not construct, install or place, or permit to be constructed, installed or placed upon the Easement Area any fence, wall, structure or other improvement that interferes with or impedes the Grantee's access to the Easement or the Grantee's right to access and operate their business located adjacent to the Easement Area.

3. Indemnification. To the fullest extent permitted by law, the Grantee shall indemnify, defend and hold harmless the Grantor and its members, managers, employees, agents, tenants, and lenders, and each of their respective successors and assigns (the Grantor and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the acts, intentional misconduct, errors, mistakes or omissions of the Grantee, its officers, employees, agents, or any tier of subcontractor related to Grantee's use of the Easement.

4. Termination. This Agreement and the Grantee's use of the Easement shall terminate 60 days after the Grantee's permanent abandonment, decommissioning or cessation of use of the Easement Area. No such 60-day period shall begin until after written notice by the Grantor to the Grantee of the Grantor's belief that the Grantee has abandoned, decommissioned or ceased use of the Easement area.

5. No Assignment. The Grantee shall have no right or authority to assign, in whole or in part, any of its rights or obligations under this Agreement, or any portion of this Agreement to any third party without the prior, written consent of the Grantor, which consent shall not be unreasonably delayed, conditioned or denied.

6. Reservation of Rights. The Grantor hereby reserves all such rights and privileges in the Grantor's Property, including the Easement Area, as may be used and enjoyed by the Grantor without interfering with or abridging the rights conveyed to the Grantee.

7. Liens and Encumbrances. The Grantee represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with the Grantee's use of the Easement Area.

8. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors of the parties hereto.

9. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorney's fees and court costs.

10. Additional Easements. Nothing contained in this Agreement shall prohibit the Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon,

in, across and along the Easement Area; provided, however, that no such additional rights or easements shall impair the Grantee's use of the Easement.

11. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

12. Amendment & Entire Agreement. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Grantor and the Grantee. This instrument contains the entire agreement between the parties relating to the Grantee's use of the Easement Area. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

14. Cancellation by City. This Agreement may be cancelled by the Grantor or the Grantee pursuant to ARIZ. REV. STAT. § 38-511 at which time, the Easement shall revert back to the Grantor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

"**Grantor**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Ron Corbin, City Manager

ATTEST:

_____
Marcella Sarmiento, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2025, by Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED:

"**Grantee**"

MINKE INVESTMENTS LLC,
a California limited liability company

_____
Name:

_____
Title:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
TO
PERMANENT ACCESS EASEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MINKE INVESTMENTS LLC

[Legal Description and Map]

See following pages.

EXHIBIT "A"
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Southwest Quarter (SW 1/4) of Section Six (06), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of Avondale Boulevard and Roosevelt Street also being the West Quarter Corner (W 1/4) of section 06 from which a found Brass Cap in Hand Hole at the Southwest Corner (SW) of said Section 06, at the intersection of Avondale Boulevard and Van Buren Street, bears South 00°02'19" East, a distance of 2,626.36 feet;

THENCE along said section line, South 00 degrees 02 minutes 19 seconds East, a distance of 970.40 feet to a point along the centerline of Avondale Boulevard;

THENCE Departing said Centerline, North 89 degrees 57 minutes 41 seconds East, a distance of 139.28 feet to the **point of Beginning**;

THENCE North 89 degrees 07 minutes 19 seconds East a distance of 240.64 feet;

THENCE South 00 degrees 02 minutes 28 seconds East a distance of 30.00 feet**;**

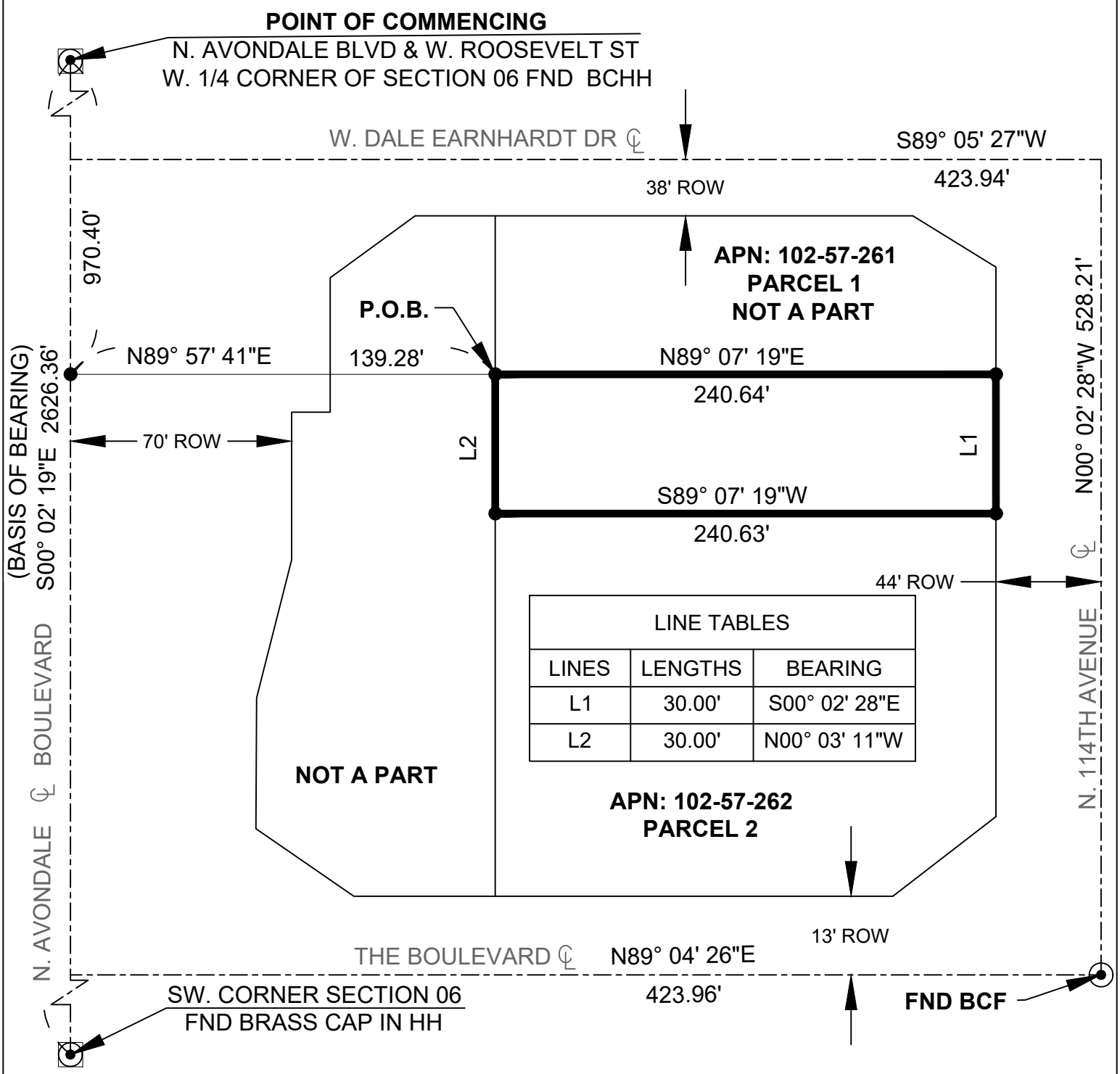
THENCE South 89 degrees 07 minutes 19 seconds West a distance of 240.63 feet;

THENCE North 00 degrees 03 minutes 11 seconds West a distance of 30.00 feet
to the **Point of Beginning**;

Containing 7,218.9 sqft or 0.17 acres more or less

Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com

EXHIBIT "A"



LINE TABLES		
LINES	LENGTHS	BEARING
L1	30.00'	S00° 02' 28"E
L2	30.00'	N00° 03' 11"W

NORTH

SCALE:
NTS
T1N R1E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 7/10/2024
ARIZONA, U.S.A.
Expires 03/31/2026

ENGINEERING ALLIANCE
INC

PROJECT: 2024-M-027	
DATE: 07-10-2024	CHKD BY: TL
DRN BY: BL	SCALE: N.T.S.
TITLE: ACCESS EASEMENT APN 102-57-262 THE BOULEVARD	
SHEET NO: 1 OF 1	

CITY COUNCIL REPORT

ITEM NUMBER: 4.f.

SUBJECT: Replat of Parkside - Phase 1 Final Plat – Application PL-24-0169

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:
City Council will consider a request to (a) approve Application PL-24-0169, a request from Michael Park of Atwell, LLC, on behalf of Mekin Sangoi of Taylor Morrison, for approval of a replat of Parkside – Phase 1 Final Plat located generally south of Indian School Road and west of 99th Avenue, and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
On October 4, 2021, City Council approved “Final Plat of Parkside Phase 1” as recorded in Book of Maps 1629 Page 42, of the Maricopa County Recorder’s Office. Phase 1, comprised of 68.53 net acres, created 456 single-family residential lots, 32 common area tracts and dedicated right-of-way and easements.

DISCUSSION:
The applicant is requesting approval of a replat of Phase 1. The proposed plat will dedicate additional right-of-way for Parkside Boulevard south of Indian School Road and expand Tract A to include the United States of America (USA) Irrigation Easement. The additional Parkside Boulevard right of way will overlap the USA easement. This additional right of way was inadvertently omitted off the Parkside Phase 1 Final Plat.

The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor (R.L.S.) and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

Approval of the Final Plat conforms to the boundaries of the Final Plat certified by the R.L.S. dated December 6, 2024.

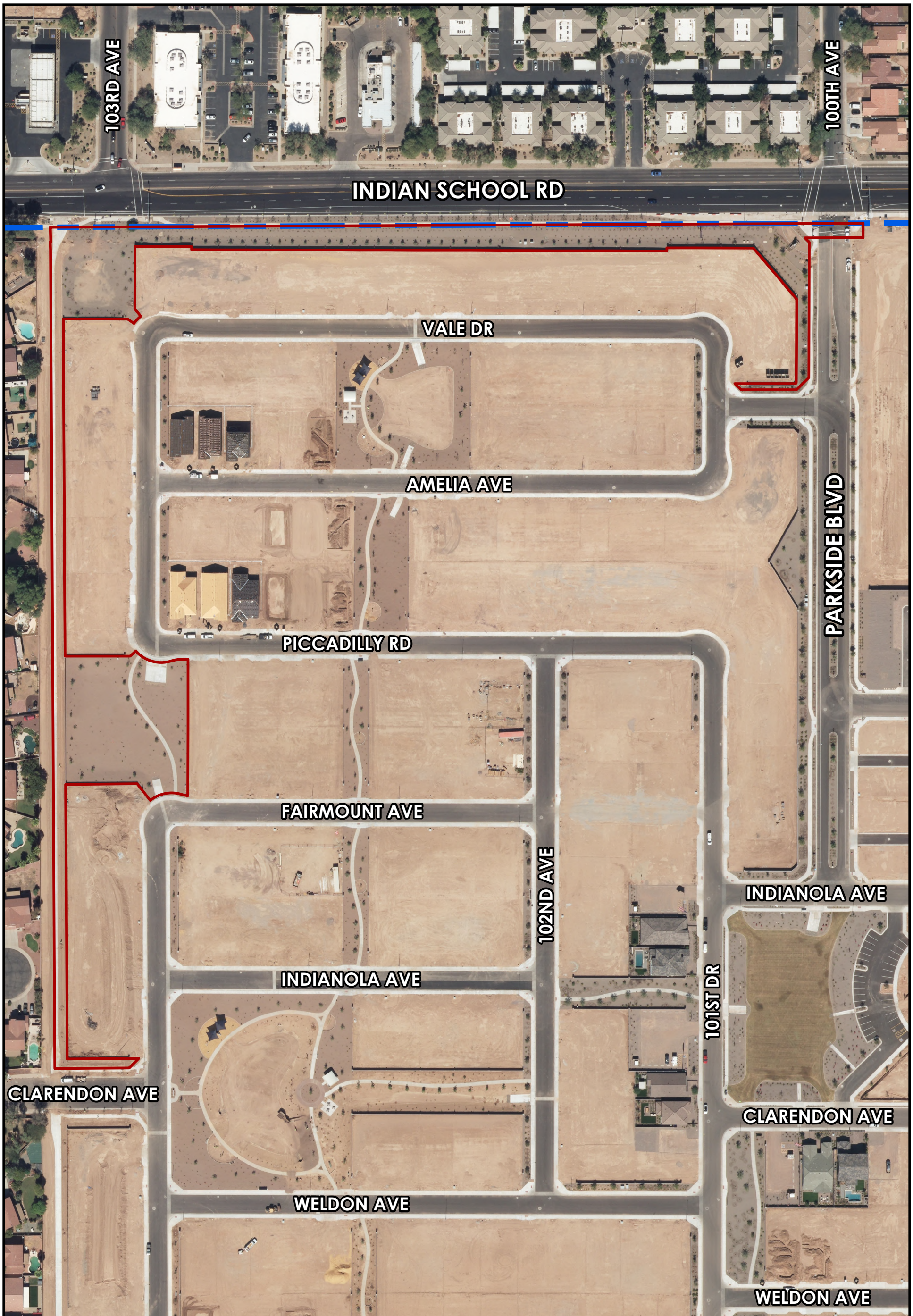
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council approve application PL-24-0169, Replat of Parkside – Phase 1 Final and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore, Mark Ivanich, Terry Dorschied*



Vicinity Map

Avondale

Subject Parcel

Not to Scale

Prepared on 1/8/2025 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\VicinityMaps\Parkside_Phase1_TractA_Replat

FINAL PLAT OF PARKSIDE PHASE 1 TRACT A,

A REPLAT OF PARKSIDE PHASE 1 FINAL PLAT AS RECORDED IN BOOK 1629, PAGE 42, MCR

A SINGLE FAMILY DEVELOPMENT

SW CORNER 99TH AVENUE AND INDIAN SCHOOL ROAD

SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME FINAL PLAT OF PARKSIDE PHASE 1 TRACT A, A REPLAT OF PARKSIDE PHASE 1 FINAL PLAT, AS RECORDED IN BOOK 1629, PAGE 42, MCR, A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE RE-PLAT OF PARKSIDE – PHASE 1 TRACT A OF THE FINAL PLAT, RECORDED IN BOOK 1629, PAGE 42, MCR, AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN TO EACH RESPECTIVELY ON THIS PLAT, AND THAT WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, AS OWNER, HEREBY DEDICATE IN FEE ALL RIGHT TITLE AND INTEREST TO THE CITY OF AVONDALE FOR USE AS SUCH, THE RIGHTS OF WAY AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

OWNERS OF THIS FINAL PLAT OF PARKSIDE PHASE 1 TRACT A, A REPLAT OF PARKSIDE PHASE 1 FINAL PLAT AS RECORDED IN BOOK 1629, PAGE 42, MCR, DECLARE THAT SAID PLAT GIVES THE DIMENSIONS OF THE NEW UPDATED BOUNDARY & RIGHT-OF-WAY DEDICATIONS. .

IN WITNESS WHEREOF: WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, AS OWNER, HAS HEREUNTO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS_____ DAY OF _____ 2024.

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

BY: _____
ROBERT JOHNSON

ITS: VICE PRESIDENT

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

ON THIS _____DAY OF _____ 2024, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED ROBERT JOHNSON, WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, AND BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST FROM WHICH A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, THEREOF BEARS N89°40'49"E A DISTANCE OF 2691.83 FEET;

THENCE, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, S00°16'52"E A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;

THENCE, N89°40'49"E A DISTANCE OF 1308.25 FEET;

THENCE, S00°19'11"E A DISTANCE OF 23.00 FEET;

THENCE, S89°40'49"W A DISTANCE OF 94.00 FEET;

THENCE, S45°05'31"E A DISTANCE OF 9.86 FEET;

THENCE, S00°08'08"W A DISTANCE OF 219.63 FEET;

THENCE, S45°08'08"W A DISTANCE OF 28.28 FEET;

THENCE, N89°51'52"W A DISTANCE OF 89.10 FEET;

THENCE, N44°51'52"W A DISTANCE OF 14.14 FEET;

THENCE, S89°51'52"E A DISTANCE OF 97.78 FEET;

THENCE, N45°08'08"E A DISTANCE OF 1.72 FEET;

THENCE, N00°08'08"E A DISTANCE OF 135.92 FEET;

THENCE, N39°59'57"W A DISTANCE OF 108.39 FEET;

THENCE, N89°51'52"W A DISTANCE OF 139.12 FEET;

THENCE, S00°08'08"W A DISTANCE OF 5.00 FEET;

THENCE, N89°51'52"W A DISTANCE OF 765.00 FEET;

THENCE, N00°08'08"E A DISTANCE OF 5.00 FEET;

LEGAL DESCRIPTION (CONT.):

THENCE, N89°51'52"W A DISTANCE OF 91.00 FEET;

THENCE, S00°08'08"W A DISTANCE OF 100.05 FEET;

THENCE, S38°22'57"E A DISTANCE OF 15.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 15.95 FEET, WITH A RADIUS OF 55.00 FEET AND THE RADIAL BEARING OF S38°22'57"E AND A CENTRAL ANGLE OF 16°37'09";

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N55°00'07"W, A DISTANCE OF 12.03 FEET;

THENCE, N89°51'52"W A DISTANCE OF 103.99 FEET;

THENCE, S00°16'52"E A DISTANCE OF 543.01 FEET;

THENCE, S89°51'52"E A DISTANCE OF 104.82 FEET;

THENCE, N48°28'29"E A DISTANCE OF 12.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 63.05 FEET, WITH A RADIUS OF 55.00 FEET AND THE RADIAL BEARING OF N48°28'29"E AND A CENTRAL ANGLE OF 65°40'50" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 16.65 FEET, WITH A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 17°20'29";

THENCE, S89°51'52"E A DISTANCE OF 10.32 FEET;

THENCE, S00°08'08"W A DISTANCE OF 219.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 9.98 FEET, WITH A RADIUS OF 55.00 FEET AND THE RADIAL BEARING OF N07°04'48"E AND A CENTRAL ANGLE OF 10°23'49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 53.63 FEET, WITH A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 55°52'08";

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N38°23'31"W, A DISTANCE OF 34.14 FEET;

THENCE, S89°43'08"W A DISTANCE OF 114.98 FEET;

THENCE, S00°16'52"E A DISTANCE OF 442.00 FEET;

THENCE, N89°43'08"E A DISTANCE OF 115.21 FEET;

THENCE, S44°43'08"W A DISTANCE OF 21.52 FEET;

THENCE, S89°43'08"W A DISTANCE OF 120.00 FEET;

THENCE, N00°16'52"W A DISTANCE OF 1353.41 FEET TO THE POINT OF BEGINNING.

SHEET INDEX:

DESCRIPTION	SHEET NO
COVER SHEET, LEGAL DESCRIPTION	1
KEY MAP	2
PLAT SHEETS	3–5

UTILITY PROVIDERS:

SEWER	CITY OF AVONDALE
WATER	CITY OF AVONDALE
FIRE	CITY OF AVONDALE
ELECTRIC	SALT RIVER PROJECT
NATURAL GAS	SOUTHWEST GAS
TELEPHONE	COX COMMUNICATIONS

ROADWAY AREAS:

STREET CLASSIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL	0	0
COLLECTOR	2,424	0.06
ARTERIAL	0	0
TOTAL	2,424	0.06

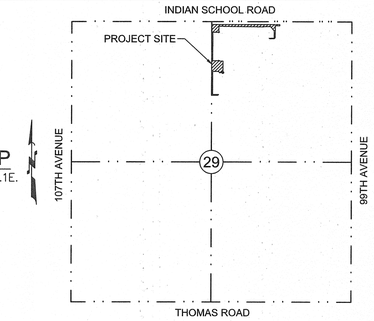
OWNER/DEVELOPER :

WILLIAM LYON HOMES, INC.,
A CALIFORNIA CORPORATION
4900 N SCOTTSDALE RD, SUITE 2200
SCOTTSDALE, AZ 85251
480-346-1735
CONTACT: ROBERT JOHNSON

ENGINEER/SURVEYOR :

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
480-218-8831
CONTACT:
MICHAEL J. PARK P.E.
JAMES G. SPRING P.L.S.

N.T.S.
VICINITY MAP
SECTION 29, T.2N., R.1E.



NOTES :

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE PARKSIDE HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. CONSTRUCTION WITHIN ALL UTILITY AND PUBLIC SERVICE EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. SUBJECT PROPERTY LIES IN ZONE "X" (OTHER AREAS) PER FEMA FLOOD INSURANCE RATE MAP NUMBER 04013C2160L, COMMUNITY – MARICOPA COUNTY, NUMBER 040037, PANEL 2160 SUFFIX L, EFFECTIVE DATE OCTOBER 16TH 2013.
8. INTERIOR LOT CORNERS WILL BE PERMANENTLY SET AND A CAP OR TAG AFFIXED WITH LAND SURVEYORS REGISTRATION NUMBER.
9. IF THE REGISTRANT FOR THIS FINAL PLAT IS NOT CONTRACTED TO SET THE INTERIOR PROPERTY CORNERS A RECORD OF SURVEY MUST BE FILED WITH THE MARICOPA COUNTY RECORDERS OFFICE BY THE REGISTRANT THAT SETS THE INTERIOR PROPERTY CORNERS.
10. THE STORM DRAIN PIPES FROM THE CATCH BASINS TO THE RETENTION BASINS SHALL BE MAINTAINED BY THE HOA

100 YEAR ASSURED WATER SUPPLY:

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

BENCHMARK:

BENCHMARK IS A BRASS CAP FLUSH LOCATED AT THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST

ELEVATION = 1027.36' "GDACS POINT DESIGNATION = 23062-2M, BOOK 699, PAGE 26, RECORDS OF MARICOPA COUNTY".

THE PROJECT BENCHMARK REQUIRES AN EQUATION OF +0.40 TENTHS TO MATCH THE CITY OF AVONDALE VERTICAL DATUM.

BENCHMARK EQUATION = 1027.36' + 0.40' = ("1027.76") CITY OF AVONDALE DATUM.

THE ELEVATION OF 1027.36' WAS USED FOR THE DESIGN OF THIS PROJECT AND WILL BE HELD FOR THE CONSTRUCTION OF THIS PROJECT.

BASIS OF BEARING:

BASIS OF BEARING IS ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, T.2 NORTH., R.1 EAST.
BEING N89°40'49"E WITH A DISTANCE OF 2691.83 FEET.

APPROVALS AND ACCEPTANCE OF DEDICATION:

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY ACCEPTED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____DAY OF _____, 2024.

_____
MAYOR DATE

_____
ATTEST: CITY CLERK DATE

_____
CITY ENGINEER DATE

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER 2024, THAT THE PLAT IS CORRECT AND ACCURATE, AND THAT THE BOUNDARY CORNERS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND ARE HEREBY PERMANENTLY SET.

James G Spring 12/6/24
PROFESSIONAL LAND SURVEYOR DATE

CASE # _____

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

DEVELOPER/OWNER
WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

PROJECT NAME
RE-PLAT PARKSIDE - PHASE 1 FINAL PLAT

PLAT TYPE
RE-PLAT

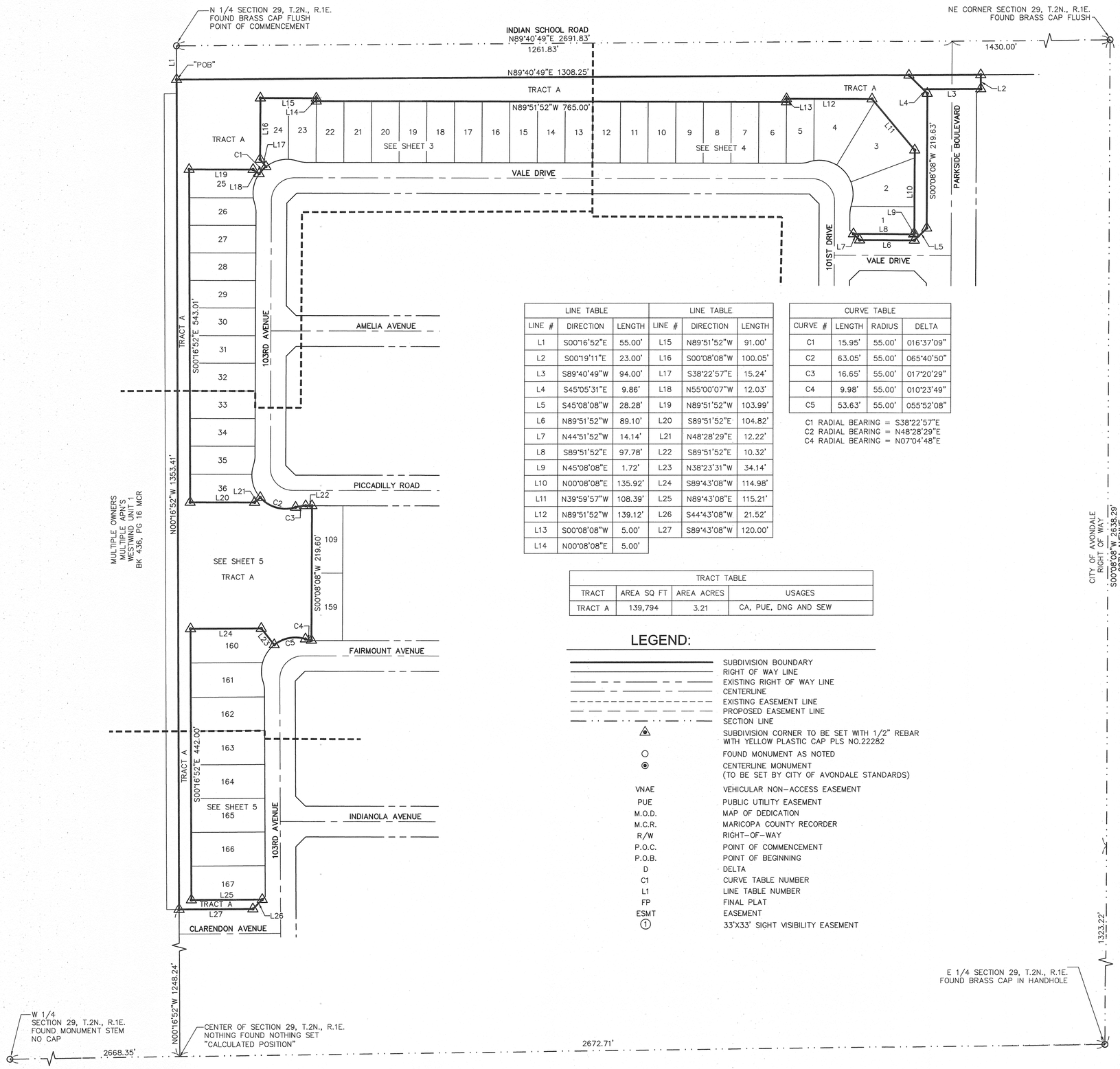
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G. SPRING
Date Signed 12/6/24
ARIZONA, U.S.A.

ORIGINAL PLAT DATE
11-5-2024

LATEST REVISION DATE
12-5-2024

SHEET NUMBER
1 OF 5

PROJECT NUMBER
18000694



LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S00°16'52"E	55.00'	L15	N89°51'52"W	91.00'
L2	S00°19'11"E	23.00'	L16	S00°08'08"W	100.05'
L3	S89°40'49"W	94.00'	L17	S38°22'57"E	15.24'
L4	S45°05'31"E	9.86'	L18	N55°00'07"W	12.03'
L5	S45°08'08"W	28.28'	L19	N89°51'52"W	103.99'
L6	N89°51'52"W	89.10'	L20	S89°51'52"E	104.82'
L7	N44°51'52"W	14.14'	L21	N48°28'29"E	12.22'
L8	S89°51'52"E	97.78'	L22	S89°51'52"E	10.32'
L9	N45°08'08"E	1.72'	L23	N38°23'31"W	34.14'
L10	N00°08'08"E	135.92'	L24	S89°43'08"W	114.98'
L11	N39°59'57"W	108.39'	L25	N89°43'08"E	115.21'
L12	N89°51'52"W	139.12'	L26	S44°43'08"W	21.52'
L13	S00°08'08"W	5.00'	L27	S89°43'08"W	120.00'
L14	N00°08'08"E	5.00'			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	15.95'	55.00'	016°37'09"
C2	63.05'	55.00'	065°40'50"
C3	16.65'	55.00'	017°20'29"
C4	9.98'	55.00'	010°23'49"
C5	53.63'	55.00'	055°52'08"

C1 RADIAL BEARING = S38°22'57"E
C2 RADIAL BEARING = N48°28'29"E
C4 RADIAL BEARING = N07°04'48"E

TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGES
TRACT A	139,794	3.21	CA, PUE, DNG AND SEW

LEGEND:

	SUBDIVISION BOUNDARY
	RIGHT OF WAY LINE
	EXISTING RIGHT OF WAY LINE
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
▲	SUBDIVISION CORNER TO BE SET WITH 1/2" REBAR WITH YELLOW PLASTIC CAP PLS NO.22282
○	FOUND MONUMENT AS NOTED
◉	CENTERLINE MONUMENT (TO BE SET BY CITY OF AVONDALE STANDARDS)
VNAE	VEHICULAR NON-ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
M.O.D.	MAP OF DEDICATION
M.C.R.	MARICOPA COUNTY RECORDER
R/W	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D	DELTA
C1	CURVE TABLE NUMBER
L1	LINE TABLE NUMBER
FP	FINAL PLAT
ESMT	EASEMENT
①	33'X33' SIGHT VISIBILITY EASEMENT

SCALE 0 40 80
1" = 80 FEET

CASE #

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8833

DEVELOPER/OWNER
WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

PROJECT NAME
RE-PLAT PARKSIDE - PHASE 1 FINAL PLAT

PLAT TYPE
RE-PLAT

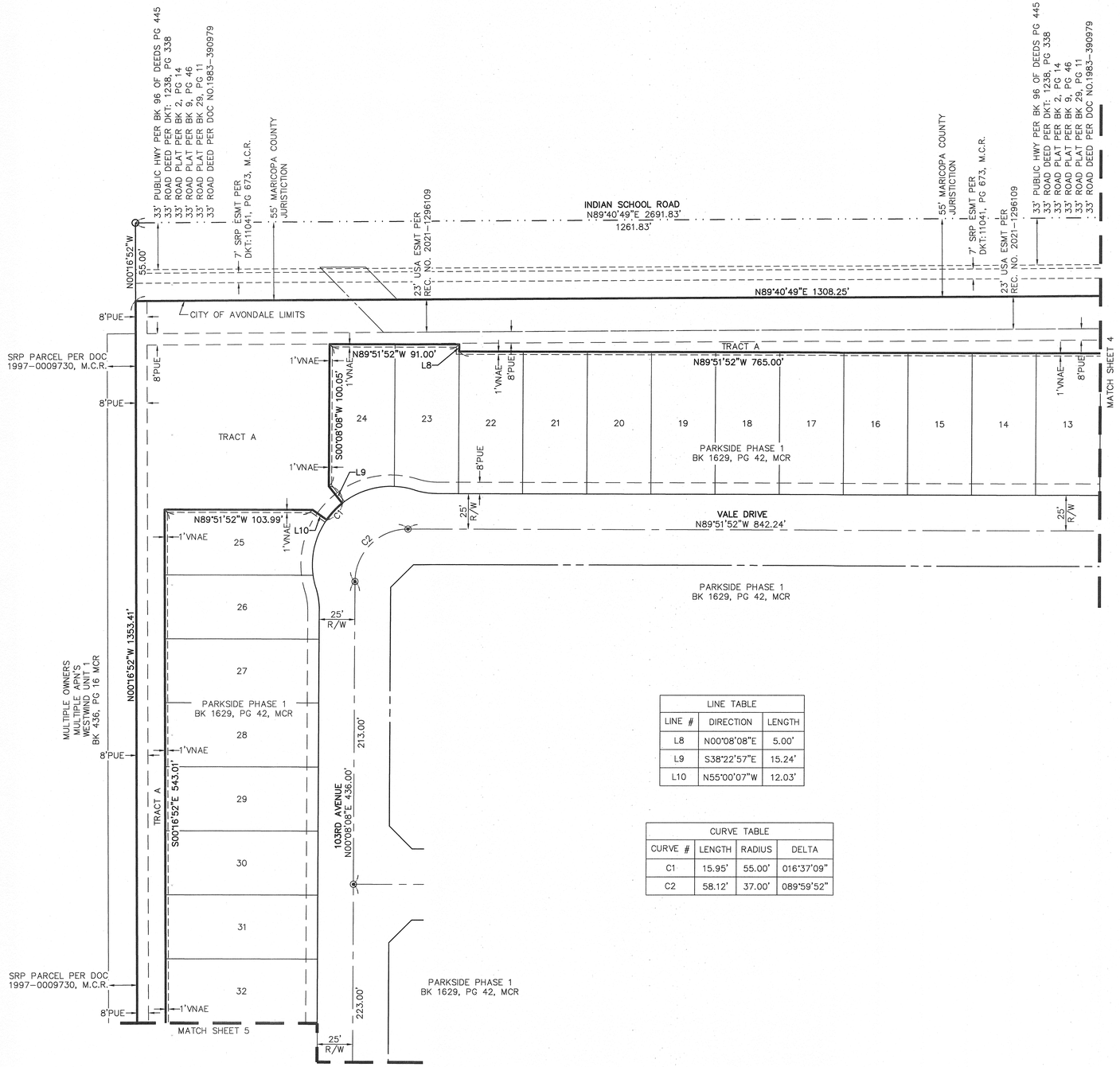
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G. SPRING
Date Signed 12-6-24
ARIZONA, U.S.A.

ORIGINAL PLAT DATE
11-5-2024

LATEST REVISION DATE
12-5-2024

SHEET NUMBER
2 OF 5

PROJECT NUMBER
18000694



LINE TABLE		
LINE #	DIRECTION	LENGTH
L8	N00°08'08"E	5.00'
L9	S38°22'57"E	15.24'
L10	N55°00'07"W	12.03'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	15.95'	55.00'	016°37'09"
C2	58.12'	37.00'	089°59'52"

SCALE 0 20 40
1" = 40 FEET

CASE # _____

ATWELL
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PROJECT NAME
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PLAT TYPE
RE-PLAT

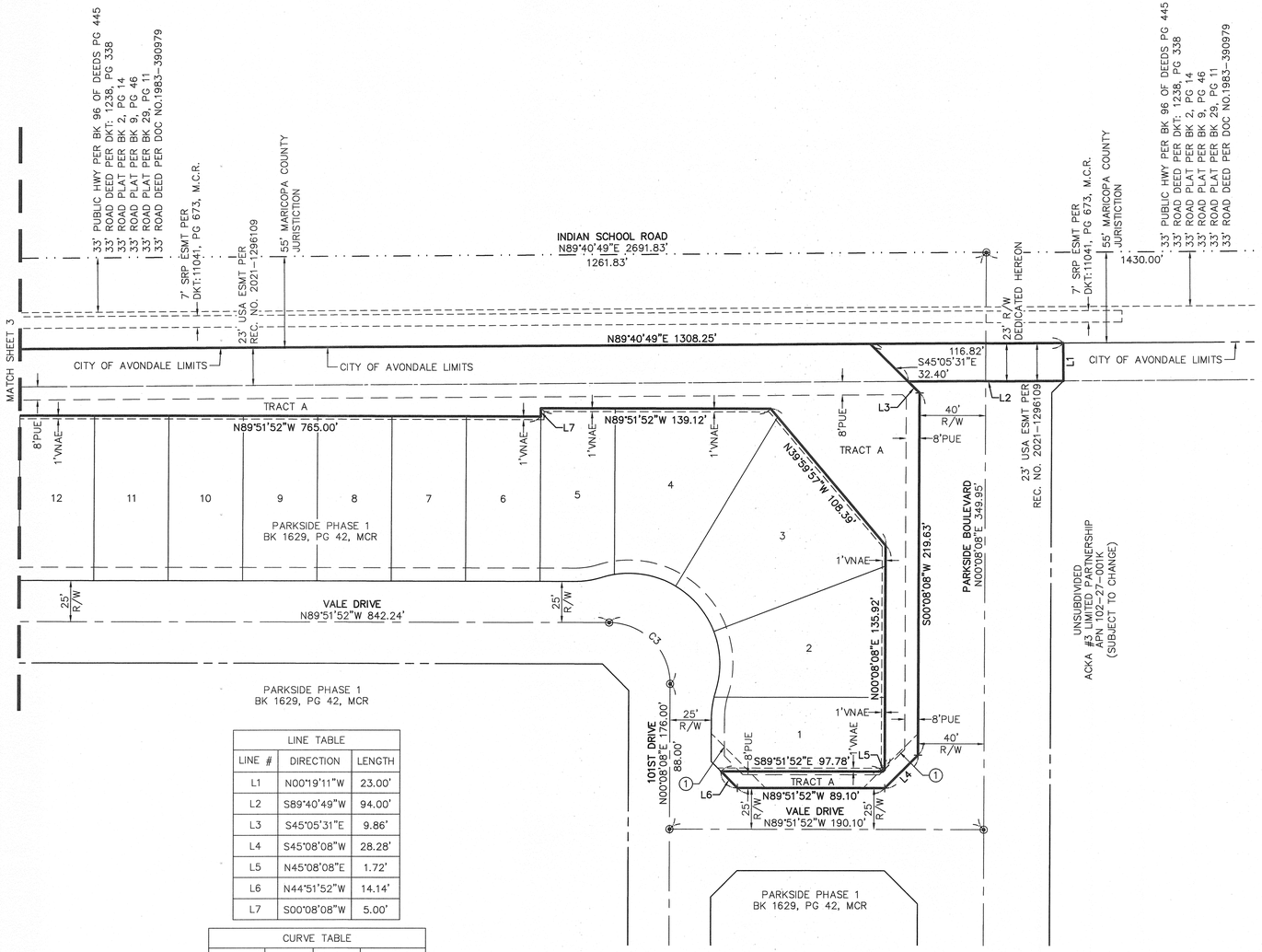
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G. SPRING
Date Signed 12/4/24
ARIZONA, U.S.A.

ORIGINAL PLAN DATE
11-5-2024

LATEST REVISION DATE
12-5-2024

SHEET NUMBER
3 OF 5

PROJECT NUMBER
18000694



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°19'11"W	23.00'
L2	S89°40'49"W	94.00'
L3	S45°05'31"E	9.86'
L4	S45°08'08"W	28.28'
L5	N45°08'08"E	1.72'
L6	N44°51'52"W	14.14'
L7	S00°08'08"W	5.00'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C3	58.12'	37.00'	090°00'00"

SCALE 0 20 40
1" = 40 FEET

CASE # _____

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

DEVELOPER/OWNER
WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

PROJECT NAME
RE-PLAT PARKSIDE - PHASE 1 FINAL PLAT

PLAT TYPE
RE-PLAT

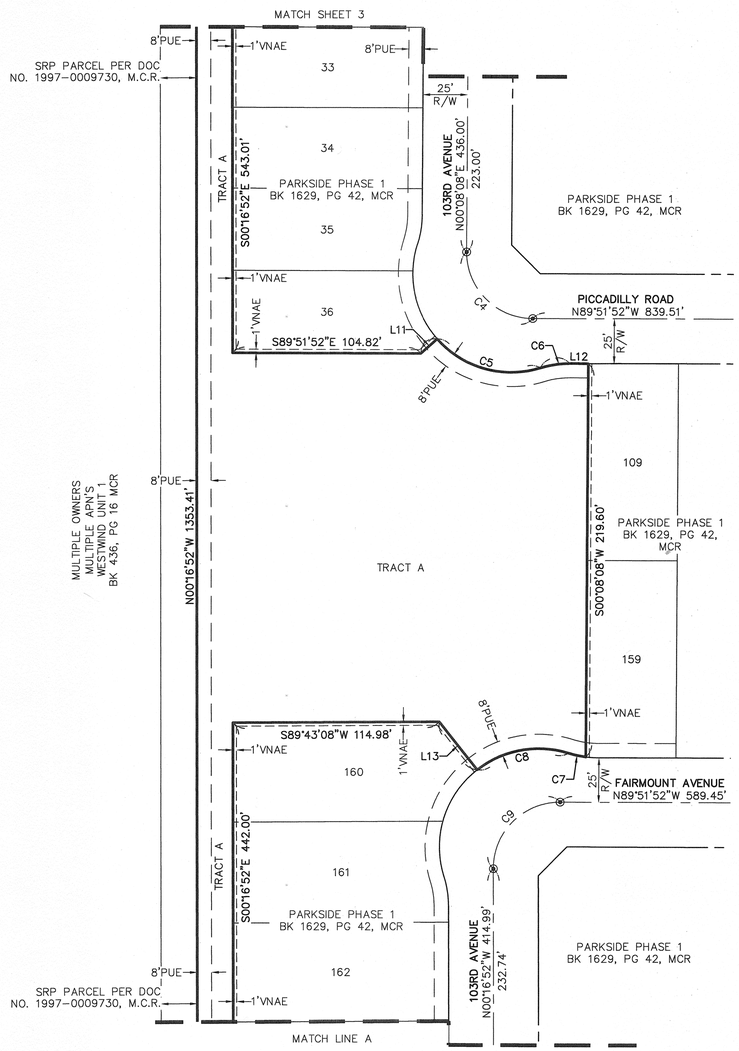
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G. SPRING
Date Signed 12/6/24
ARIZONA, U.S.A.

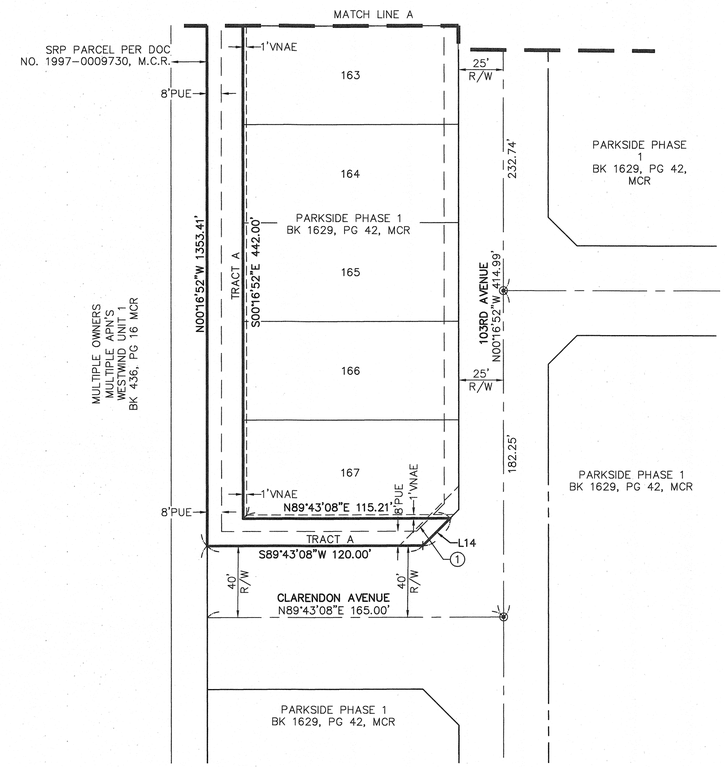
ORIGINAL PLAN DATE
11-5-2024

LATEST REVISION DATE
12-5-2024

SHEET NUMBER
4 OF 5

PROJECT NUMBER
18000694





LINE TABLE		
LINE #	DIRECTION	LENGTH
L11	N48°28'29"E	12.22'
L12	S89°51'52"E	10.32'
L13	N38°23'31"W	34.14'
L14	S44°43'08"W	21.52'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C4	58.12'	37.00'	090°00'00"
C5	63.05'	55.00'	065°40'50"
C6	16.65'	55.00'	017°20'29"
C7	9.98'	55.00'	010°23'49"
C8	53.63'	55.00'	055°52'08"
C9	58.39'	37.00'	090°25'01"

SCALE 0 20 40
1" = 40 FEET

CASE # _____

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

DEVELOPER/OWNER
WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

PROJECT NAME
RE-PLAT PARKSIDE - PHASE 1 FINAL PLAT

PLAT TYPE
RE-PLAT

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G. SPRING
Date Signed 12/6/24
ARIZONA, U.S.A.

ORIGINAL PLAN DATE
11-5-2024

LATEST REVISION DATE
12-5-2024

SHEET NUMBER
5 OF 5

PROJECT NUMBER
18000694

CITY COUNCIL REPORT

ITEM NUMBER: 4.g.

SUBJECT: Final Plat for Avondale Apartments, a Replat of Desert Shoals Condominiums at Tres Rios Landing – Application PL-23-0026

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:
City Council will consider a request by Gary Fox with Superior Surveying Services, Inc., on behalf of Buckeye and Dysart, LLC, for approval of Final Plat for Avondale Apartments, a replat of Desert Shoals Condominiums at Tres Rios Landing, located approximately 708 feet east of the southeast corner of Dysart Road and Buckeye Road, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The subject property is 6.5-acres in size and is located approximately 708 feet east of Dysart Road and Buckeye Road. It was annexed into the City's corporate limits on March 9, 1983, via Ordinance No. 325. The site has approximately 305 feet of frontage on Buckeye Road and currently is platted for condominiums. A Site Plan and Design Review application was approved with conditions on October 10, 2023, for a multi-family residential project with 156 dwelling units. The property is designated by the General Plan 2030 Land Use Map as High Density Residential. The zoning designation of the property is Tres Rios Landing Planned Area Development (PAD) which allows for single-family, multi-family, commercial and open space areas.

DISCUSSION:
The applicant is requesting approval of the Final Plat for Avondale Apartments. The proposed Final Plat dedicates a 12-foot-wide private sewer easement and a 12-foot-wide public sewer easement in the south end of the property and dissolves condominium lot lines. The condominium parcels will be combined into a single 6.5-acre lot.

The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor (R.L.S.) and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

Approval of the Final Plat conforms to the boundaries of the Final Plat certified by the R.L.S. dated January 8, 2025.

BUDGET IMPACT:
There is no impact to the budget for this action.

RECOMMENDATION:
Staff recommends City Council approve application PL-23-0026, Final Plat for Avondale Apartments, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore, Veanette Hanson, Michelle Simerdla, Terry Dorschied*

Exhibit A

Aerial Map

Avondale

Subject Property

Map Prepared On: 11/21/2024

FINAL PLAT
"AVONDALE APARTMENTS"

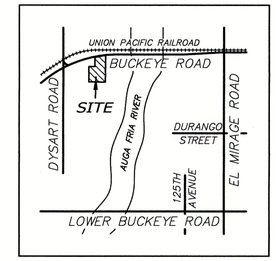
A REPLAT OF DESERT SHOALS CONDOMINIUMS AT TRES RIOS LANDING, AS RECORDED IN BOOK 986 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDER'S OFFICE ARIZONA, LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER/DEVELOPER

BUCKEYE AND DYSART LLC, AN ARIZONA LIMITED LIABILITY COMPANY
CONTACT PERSON: PAUL ALMOND
ADDRESS: 7330 E. EARLL DRIVE, SUITE A
SCOTTSDALE, ARIZONA 85251
PHONE: (480) 990–2120

SURVEYOR

SUPERIOR SURVEYING SERVICES, INC.
CONTACT PERSON: DAVID S. KLEIN
ADDRESS: 2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, ARIZONA 85027
PHONE: (623) 869–0223



VICINITY MAP

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS;
BUCKEYE AND DYSART LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY PUBLISHES THIS FINAL PLAT OF "AVONDALE APARTMENTS", A REPLAT OF DESERT SHOALS CONDOMINIUMS AT TRES RIOS LANDING, AS RECORDED IN BOOK 986 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDER'S OFFICE ARIZONA, LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY DECLARES THAT SAID REPLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF THE LOTS, STREET RIGHT OF WAY AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON THIS MAP.

THE PROPERTY OWNER GRANTS A SEWER EASEMENT TO THE CITY OF AVONDALE TO ACCESS AND MAINTAIN THE SEWER WITHIN THE EASEMENT.

THERE IS A PRIVATE SEWER EASEMENT DEDICATED HEREON.

IN WITNESS WHEREOF: BUCKEYE AND DYSART LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAVE HEREUNTO CAUSED ITS CORPORATE NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICES, THEREUNTO DULY AUTHORIZED THIS THE 10TH DAY OF JANUARY, 2025.

THE UNDERSIGNED OWNER HEREBY RATIFIES AND APPROVES THIS REPLAT. THE PERSON SIGNING REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

BUCKEYE AND DYSART LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

BY: JAGDEEP CHATHA

TITLE

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF January 2025, BY JAGDEEP CHATHA, A MEMBER OF BUCKEYE AND DYSART LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

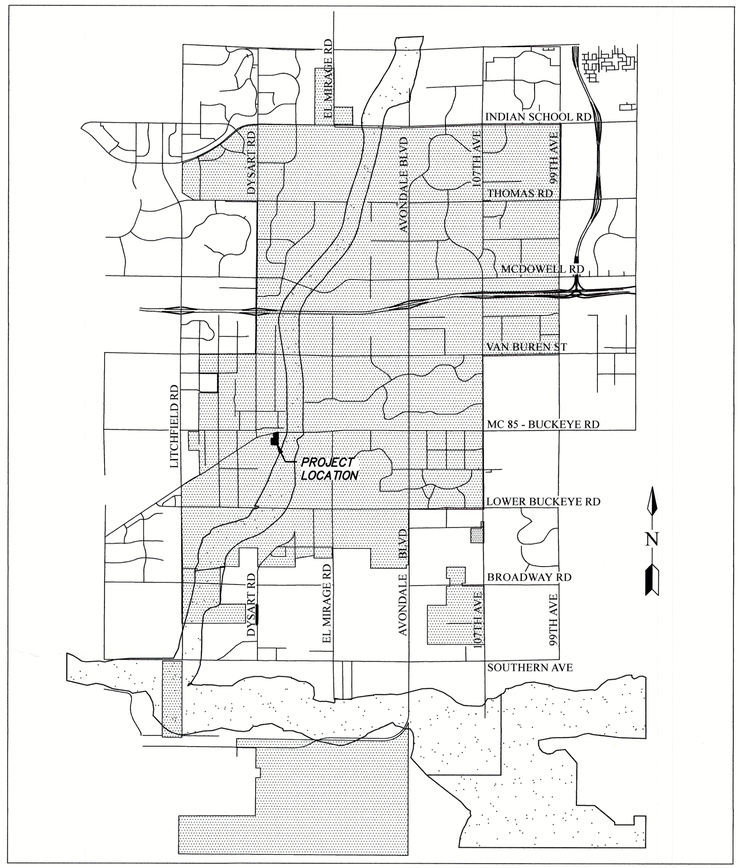
DAWN TONE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 674141
MY COMMISSION EXPIRES
SEPTEMBER 30, 2028

NOTARY PUBLIC

MY COMMISSION EXPIRES September 30, 2028

LEGEND:

BOUNDARY LINE	
CENTER LINE OR MONUMENT LINE	
FOUND NAIL IN WASHER IN TOP OF WALL STAMPED 44007	
FOUND 1/2" REBAR SET CAP STAMPED 42137	
SET 1/2" CAPPED REBAR STAMPED 42137	
FOUND CHISELED "+" IN CONCRETE	
FOUND NAIL IN SHINER STAMPED 44007	
FOUND 3" CITY OF AVONDALE BRASS CAP FLUSH	
A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT OF WAY
BK.	BOOK
PG.	PAGE
(R)	RECORD PER DESCRIPTION
(M)	MEASURED



KEY MAP
N.T.S.

SHEET INDEX:

SHEET 1 – COVER SHEET
SHEET 2 – PLAT MAP

LAND AREA TABLE:

LOT 1	283,308 SQ. FEET / 6.504 ACRES

100 YEAR ASSURED WATER SUPPLY:

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45–576 ARIZONA REVISED STATUTES.

BENCHMARK:

THE BENCHMARK USED FOR THIS SURVEY IS CITY OF AVONDALE BENCHMARK LBUCK 127 BEING A 3–1/2" NGS BRASS CAP FLUSH, LOCATED AT INTERSECTION OF LOWER BUCKEYE ROAD AND 127TH AVENUE, HAVING ANS ELEVATION OF 957.40 FEET, (NAVD88).

NOTES:

1. 1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT–OF–WAY IS TO BE MAINTAINED BY THE PROPERTY OWNER, EXCLUDING MEDIANS ON ARTERIAL STREETS.

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.

3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.

7. THIS RE–PLAT IS REPLACING "CONDOMINIUM PLAT FOR DESERT SHOALS CONDOMINIUMS AT TRES RIOS LANDING" RECORDED IN BOOK 986, PAGE 3 OF THE MARICOPA COUNTY RECORDER'S OFFICE.

BASIS OF BEARING:

THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 14, USING A BEARING OF SOUTH 00 DEGREES 27 MINUTES 46 SECONDS WEST, PER TRUSTEE'S DEED RECORDED IN DOCUMENT NO. 2009–0614940, MARICOPA COUNTY RECORDS.

APPROVALS AND ACCEPTANCE OF DEDICATION:

PLAT APPROVED AND DEDICATED RIGHT–OF–WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS _____ DAY OF _____, 2025.

MAYOR DATE

ATTEST, CITY CLERK DATE

CITY ENGINEER DATE

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JANUARY, 2025. THAT THE PLAT IS CORRECT AND ACCURATE. THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

REGISTERED LAND SURVEYOR

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
1/8/2025
Date signed
ARIZONA, U.S.A.

1/8/2025
DATE

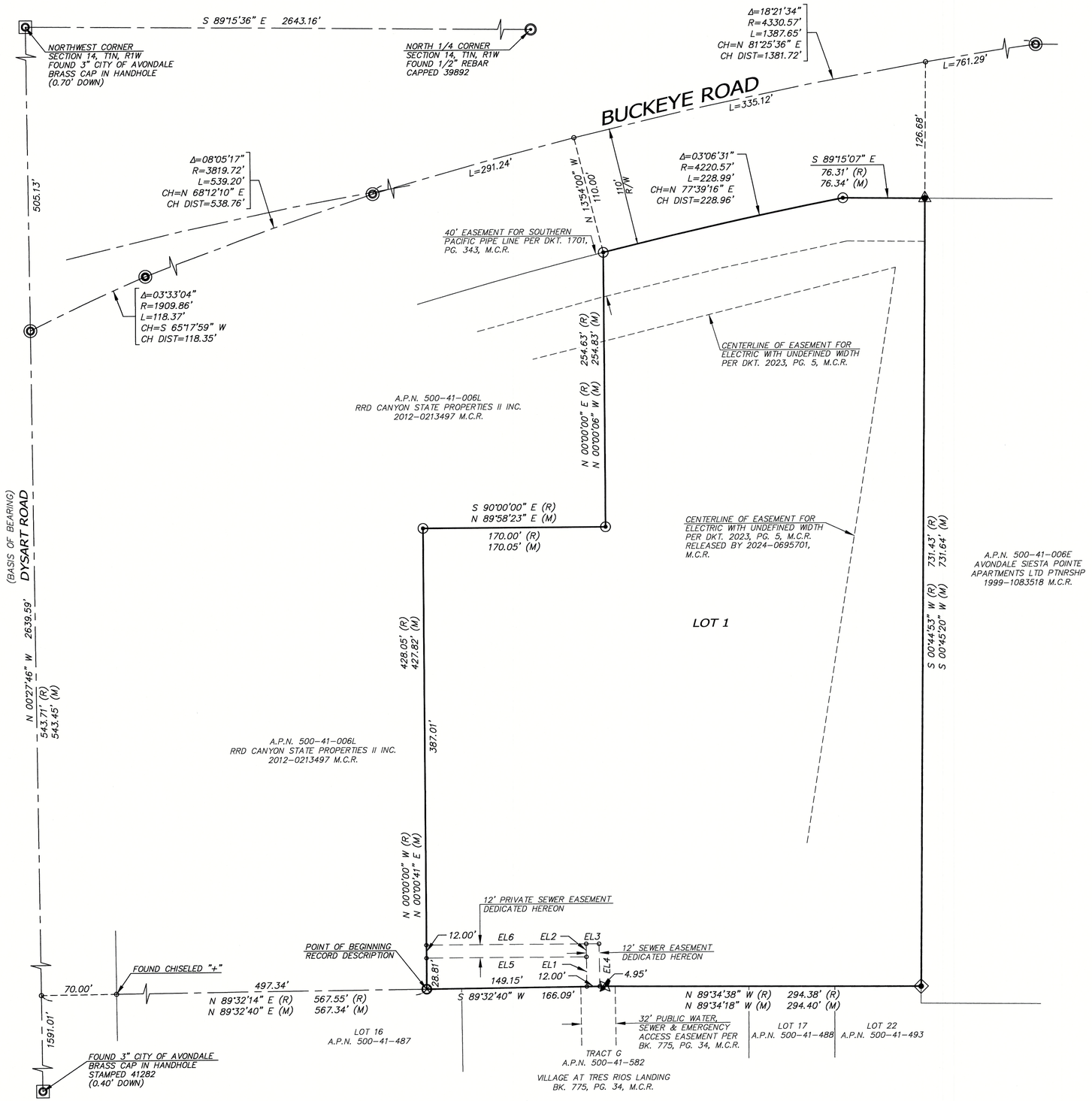
REVISIONS

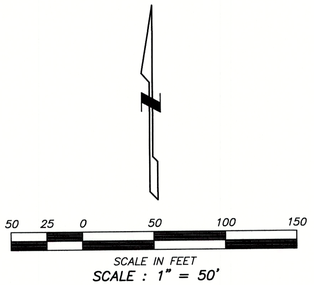
2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623–869–0223 (office) 623–869–0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR SURVEYING SERVICES, INC.

DEVELOPER/OWNER: BUCKEYE AND DYSART LLC
PROJECT NAME: "AVONDALE APARTMENTS"
PLAT TYPE: FINAL PLAT

ORIGINAL PLAN DATE: 1/8/2025
LATEST REVISION DATE:
SHEET NUMBER: 1 OF 2
PROJECT NUMBER: 202101041





LEGEND:

- BOUNDARY LINE
- CENTER LINE OR MONUMENT LINE
- FOUND NAIL IN WASHER IN TOP OF WALL STAMPED 44007
- FOUND 1/2" REBAR SET CAP STAMPED 42137
- SET 1/2" CAPPED REBAR STAMPED 42137
- FOUND CHISELED "+" IN CONCRETE
- FOUND NAIL IN SHINER STAMPED 44007
- FOUND 3" CITY OF AVONDALE BRASS CAP FLUSH

A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT OF WAY
BK.	BOOK
PG.	PAGE
(R)	RECORD PER DESCRIPTION
(M)	MEASURED

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
EL1	N 00°27'20" W	27.58'
EL2	N 00°27'20" W	12.00'
EL3	S 89°58'53" E	12.00'
EL4	S 00°27'20" E	39.48'
EL5	N 89°58'53" W	148.92'
EL6	S 89°58'53" E	148.82'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
Date signed 1/8/2025
ARIZONA U.S.A.

REVISIONS:

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DEVELOPER/OWNER: BUCKEYE AND DYSART LLC

PROJECT NAME: "AVONDALE APARTMENTS"

PLAT TYPE: FINAL PLAT

ORIGINAL PLAN DATE: 1/8/2025

LATEST REVISION DATE:

SHEET NUMBER: 2 OF 2

PROJECT NUMBER: 202101041

CITY COUNCIL REPORT

ITEM NUMBER: 4.h.

SUBJECT: Minor Land Division for Ken Garff Kia - Application PL-24-0277

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:
City Council will consider a request by Bryce Quigley with Kimley-Horn and Associates, Inc., on behalf of the owner for approval of a Minor Land Division for Ken Garff Kia located generally on the south side of McDowell Road, east of Avondale Boulevard and west of 107th Avenue, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The applicant has submitted a request on behalf of the owner for a lot split for an 18.371 gross acre parcel identified by Assessor's Parcel Number (APN) 102-56-001M. The subject parcel, located generally south of McDowell Road, east of Avondale Boulevard and west of 107th Avenue, is currently zoned C-2 and the 2030 General Plan Land Use for the property is Freeway Commercial. The owner wishes to subdivide the property into two parcels as follows:

Parcel 1: 7.523 acres
Parcel 2: 10.848 acres

The owner plans to construction a 38,163 square foot automotive dealership with service/inventory parking and associated site improvements on Parcel 1 and Parcel 2 will remain vacant.

DISCUSSION:
The proposed Minor Land Division has been reviewed by the City's contracted Registered Land Surveyor (R.L.S.) and the document has been confirmed as geometrically accurate and in conformance with Arizona

Statutes governing the subdivision of real property.

Approval of the proposed Minor Land Division will dedicate an 8-foot public utility easement to the City along the northern property line of the new parcels adjacent to McDowell Road and will also dedicate a water easement to the City for the maintenance of the water meters.

Approval of the Minor Land Division conforms to the boundaries of the Minor Land Division Map certified by the R.L.S. dated January 22, 2025.

BUDGET IMPACT:
There is no impact to the budget for this action.

RECOMMENDATION:
Staff recommends City Council approve application PL-24-0277, Minor Land Division for Ken Garff Kia and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Yulonda Moore, Veanette Hanson, Terry Dorschied*

Vicinity Map

Avondale

Proposed Parcels

Original Parcel

Not to Scale

Prepared on 1/22/2025 by the Geospatial Services Division of the Information Technology Department

R:\Maps\Exhibits\VicinityMaps\GarffKia_MLD

MINOR LAND DIVISION MAP
KEN GARFF KIA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT STEAD FAMILY PVHCMF CHARITABLE REMAINDER UNITRUST, AS OWNER(S), PUBLISH THIS MAP UNDER THE NAME OF "MINOR LAND DIVISION, KEN GARFF KIA" BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS MAP AS AND FOR SAID "MINOR LAND DIVISION, KEN GARFF KIA", AND HEREBY DECLARES THAT THIS MAP SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NAME OR NUMBER AS GIVEN EACH RESPECTIVELY.

THE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED TO THE CITY OF AVONDALE FOR THE PURPOSES SHOWN HEREON.

THE PUBLIC WATER EASEMENT IS HEREBY DEDICATED TO THE CITY OF AVONDALE FOR MAINTENANCE OF WATER METERS SHOWN HEREON.

IN WITNESS WHEREOF, STEAD FAMILY PVHCMF CHARITABLE REMAINDER UNITRUST, AS OWNER, HAS HEREUNTO CAUSED HIS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY HIS SIGNATURE THEREUNTO DULY AUTHORIZED.

_____

BY: STEAD FAMILY PVHCMF CHARITABLE REMAINDER UNITRUST, ITS: TRUSTEE

THIS _____ DAY OF _____, 20__.

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20___, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED STEAD FAMILY PVHCMF CHARITABLE REMAINDER UNITRUST, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

IN WITNESS WHEREOF, STEAD FAMILY PVHCMF CHARITABLE REMAINDER UNITRUST, AS OWNER, HAS HEREUNTO CAUSED HER NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY HIS SIGNATURE THEREUNTO DULY AUTHORIZED.

_____

BY: STEAD FAMILY PVHCMF CHARITABLE REMAINDER UNITRUST ITS: TRUSTEE

THIS _____ DAY OF _____, 20__.

REFERENCE DOCUMENTS

(R) TITLE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NO. NCS–1168886–SA1 DATED DECEMBER 07, 2023 AT 8:00 A.M. (PARCEL 1)

(R1) PLSS SUBDIVISION RECORD OF SURVEY, MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY, BOOK 699 OF MAPS, PAGE 26, MARICOPA COUNTY RECORDS

(R2) RECORD OF SURVEY, BOOK 1743 OF MAPS, PAGE 13, MARICOPA COUNTY RECORDS

(R3) MINOR LAND DIVISION MAP, CLEARSKY REHABILITATION HOSPITAL OF AVONDALE, BOOK 1701 OF MAPS, PAGE 41, MARICOPA COUNTY RECORDS

NOTE

1. THE SURVEYOR HAS RELIED SOLELY ON INFORMATION SUPPLIED TO THE SURVEYOR FROM EITHER THE CLIENT OR THE TITLE COMPANY AND HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER MATTERS THAT MAY AFFECT THE SUBJECT PROPERTY.

2. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT–OF–WAY IS TO BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.

3. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.

4. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

7. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.

8. EACH FINAL PLAT SHALL INCLUDE A NOTE THAT STATES THAT THE SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, AS SHOWN IN BOOK 699, PAGE 26, MARICOPA COUNTY RECORDS.
SAID LINE BEARS NORTH 88 DEGREES 48 MINUTES 15 SECONDS EAST (RECORD)
NORTH 88 DEGREES 48 MINUTES 17 SECONDS EAST (MEASURED).

PARENT PARCEL LEGAL DESCRIPTION

APN: 102–56–001M, WARRANTY DEED 2021–0419486, MARICOPA COUNTY RECORDS

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, A 3–INCH CITY OF AVONDALE BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION, A 3–INCH BRASS CAP IN HANDHOLE, BEARS NORTH 88°48'17" EAST (BASIS OF BEARING), A DISTANCE OF 2638.19 FEET;

THENCE ALONG THE NORTH–SOUTH MID–SECTION LINE OF SAID SECTION, SOUTH 00°16'41" EAST, A DISTANCE OF 69.00 FEET, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT 2006–0003279, MARICOPA COUNTY RECORDS (MCR) AND THE POINT OF BEGINNING;

THENCE LEAVING SAID MID–SECTION LINE, ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND, NORTH 55°59'57" EAST, A DISTANCE OF 7.37 FEET;

THENCE NORTH 88°48'17" EAST, A DISTANCE OF 983.16 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 00°52'45" EAST, A DISTANCE OF 758.09 FEET, TO THE NORTHERLY RIGHT–OF–WAY LINE OF INTERSTATE 10 AND A POINT OF INTERSECTION WITH A NON–TANGENT CURVE;

THENCE ALONG SAID NORTHERLY RIGHT–OF–WAY LINE, WESTERLY ALONG SAID NON–TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 7959.44 FEET, CONCAVE SOUTHERLY, WHOSE RADIUS BEARS SOUTH 04°12'26" EAST THROUGH A CENTRAL ANGLE OF 07°14'43", A DISTANCE OF 1006.51 FEET, TO SAID MID–SECTION LINE;

THENCE ALONG SAID MID–SECTION LINE, NORTH 00°16'41" WEST, A DISTANCE OF 870.41 FEET, TO THE POINT OF BEGINNING.

NEW PARCEL 1 PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PROPERTY AS DESCRIBED IN SPECIAL WARRANTY DEED 2021–0419486, RECORDS OF MARICOPA COUNTY, ARIZONA, SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, A CITY OF AVONDALE BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 6, A BRASS CAP IN HANDHOLE, BEARS, NORTH 88°48'17" EAST (BASIS OF BEARINGS), A DISTANCE OF 2638.19 FEET;

THENCE SOUTH 00°16'41" EAST, A DISTANCE OF 69.00 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT 2006–0003279, MARICOPA COUNTY RECORDS AND BEING THE SOUTHERLY LINE OF MCDOWELL ROAD, AND BEING THE POINT OF BEGINNING;

THENCE NORTH 55°59'57" EAST, ALONG SAID SOUTHERLY LINE OF MCDOWELL ROAD, A DISTANCE OF 7.37 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, NORTH 88°48'17" EAST, A DISTANCE OF 382.92 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT–OF–WAY LINE, SOUTH 00°16'41" EAST, A DISTANCE OF 813.76 FEET TO THE NORTH RIGHT–OF–WAY LINE OF INTERSTATE 10 AND BEING A NON–TANGENT CURVE CONCAVE SOUTH, WHOSE RADIUS POINT BEARS SOUTH 08°36'40" EAST, A RADIAL DISTANCE OF 7,959.44 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT–OF–WAY, THROUGH A CENTRAL ANGLE OF 02°50'30", A DISTANCE OF 394.75 FEET TO A NON–TANGENT LINE AND TO THE WEST LINE OF SAID SPECIAL WARRANTY DEED 2021–0419486;

THENCE DEPARTING SAID NORTH RIGHT–OF–WAY, ALONG THE SAID WEST LINE, NORTH 00°16'41" WEST, A DISTANCE OF 870.41 FEET, TO THE POINT OF BEGINNING.

APPROVALS AND ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED EASEMENTS ACCEPTED BY THE

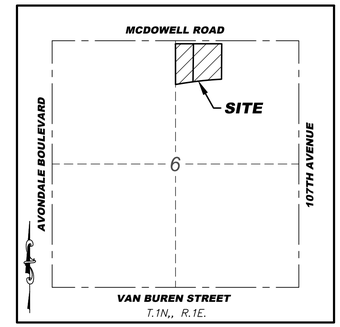
COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS_____

DAY OF _____, 20XX.

_____
MAYOR DATE

_____
ATTEST, CITY CLERK DATE

_____
CITY ENGINEER DATE



VICINITY MAP

N.T.S.

NEW PARCEL 2 LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PROPERTY AS DESCRIBED IN SPECIAL WARRANTY DEED 2021–0419486, RECORDS OF MARICOPA COUNTY, ARIZONA, SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, A CITY OF AVONDALE BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 6, A BRASS CAP IN HANDHOLE, BEARS, NORTH 88°48'17" EAST (BASIS OF BEARINGS), A DISTANCE OF 2638.19 FEET;

THENCE SOUTH 00°16'41" EAST, A DISTANCE OF 69.00 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT 2006–0003279, MARICOPA COUNTY RECORDS AND BEING THE SOUTHERLY LINE OF MCDOWELL ROAD;

THENCE NORTH 55°59'57" EAST, ALONG SAID SOUTHERLY LINE OF MCDOWELL ROAD, A DISTANCE OF 7.37 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, NORTH 88°48'17" EAST, A DISTANCE OF 382.92 FEET, BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, NORTH 88°48'17" EAST, A DISTANCE OF 600.24 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT–OF–WAY LINE, SOUTH 00°52'45" EAST, A DISTANCE OF 758.09 FEET TO THE NORTH RIGHT OF WAY LINE OF INTERSTATE 10 AND BEING A NON–TANGENT CURVE CONCAVE SOUTH, OF WHICH THE RADIUS POINT BEARS SOUTH 04°12'26" EAST, A RADIAL DISTANCE OF 7,959.44 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 04°24'14", A DISTANCE OF 611.77 FEET TO A NON–TANGENT LINE;

THENCE DEPARTING SAID NORTH RIGHT–OF–WAY, NORTH 00°16'41" WEST, A DISTANCE OF 813.76 FEET, TO THE POINT OF BEGINNING.

OWNER

CLAY CORWIN
555 CORPORATE DRIVE SUITE 270
LADERA RANCH, CA 92694
EMAIL: CCORWIN@STONECREEKCOMPANY.COM
PHONE: 949–874–6033

PROPERTY ADDRESS

NO ADDRESS PROVIDED

APN: 102–56–001M

BENCHMARK

BRASS CAP IN HANDHOLE AT THE INTERSECTION OF 107TH AVENUE AND ROOSEVELT STREET.

CITY OF AVONDALE BRASS DISK, UNMARKED, IN CONCRETE POST IN HANDHOLE.

DESIGNATION: ROOS 107

ELEVATION: 1011.15 NAVD 88

CERTIFICATION

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2024. THAT THE PLAT IS CORRECT AND ACCURATE. THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

MICHAEL A. BANTA, RLS 38175
2401 W. PEORIA AVE, SUITE 130
PHOENIX, AZ 85029
PHONE: 602.957.3350
MBANTA@RICKENGINEERING.COM

LAND SURVEYOR
CERTIFICATE NO.
38175
MICHAEL A.
BANTA
1/22/25
EXPIRES 12/31/26
ARIZONA U.S.A.

NO.	BY	DATE	REVISION

SURVEYOR:

602-957-3350
rickengineering.com
2401 W PEORIA AVE, SUITE 130
PHOENIX, AZ 85029
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER
RICK

DRAWN BY: CRS/RNT SCALE: NTS
CHECKED BY: MAB DATE: 1/22/2025

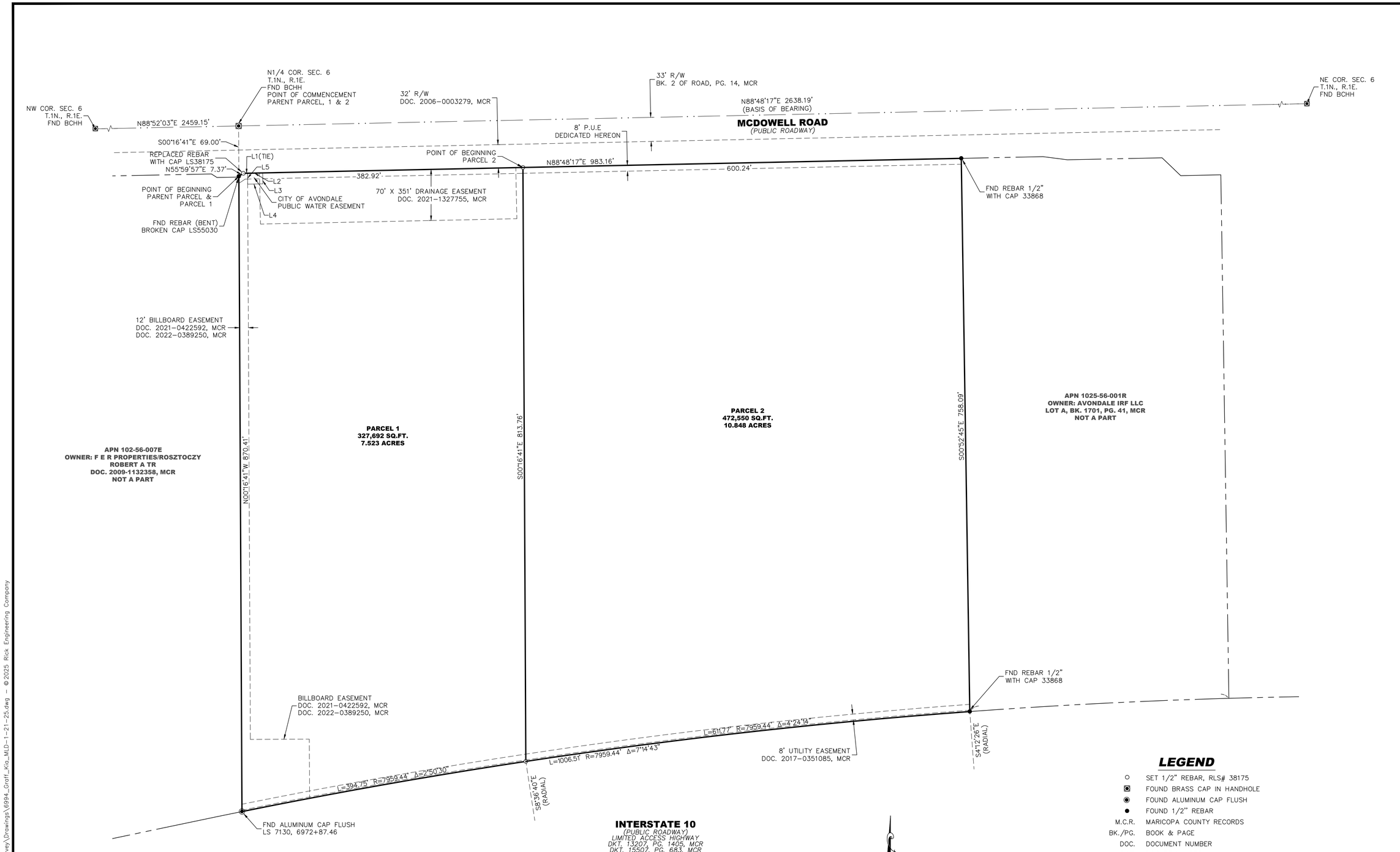
MINOR LAND DIVISION MAP
KEN GARFF KIA

AVONDALE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PROJECT NO.
6994
SHEET NO. 1 OF 2

C:\RICK\Projects\P05500\6994_Ken_Garff_Kia\Survey\Drawings\6994_Graff_Kia_MLD-1-21-25.dwg – ©2025 Rick Engineering Company



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N88°48'17"E	5.87'
L2	N88°48'17"E	20.55'
L3	S01°11'43"E	15.00'
L4	S88°48'17"W	20.79'
L5	N00°16'41"W	15.00'

LEGEND

○	SET 1/2" REBAR, RLS# 38175
⊡	FOUND BRASS CAP IN HANDHOLE
◉	FOUND ALUMINUM CAP FLUSH
●	FOUND 1/2" REBAR
M.C.R.	MARICOPA COUNTY RECORDS
BK./PG.	BOOK & PAGE
DOC.	DOCUMENT NUMBER
DKT.	DOCKET NUMBER
APN	ASSESSOR PARCEL NUMBER
R/W	RIGHT OF WAY
BCHH	BRASS CAP IN HANDHOLE
P.O.B.	POINT OF BEGINNING
FND.	FOUND
P.U.E.	PUBLIC UTILITY EASEMENT
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	EASEMENT LINE
	ADJACENT BOUNDARY LINE

NO.	BY	DATE	REVISION

SURVEYOR:

CERTIFICATE NO. 38175
MICHAEL A. BANTA
1/22/25
REGISTERED LAND SURVEYOR
ARIZONA U.S.A.

602-957-3350
rickengineering.com

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SCALE: 1" = 60'
DATE: 1/22/2025

MINOR LAND DIVISION MAP
KEN GARFF KIA

AVONDALE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
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PROJECT NO.
6994
SHEET NO. 2 OF 2

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CITY COUNCIL REPORT

ITEM NUMBER: 5.a.

SUBJECT: Training on Open Meeting Law

MEETING DATE: 2/10/2025

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney

THROUGH: n/a

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:
n/a

PURPOSE:
The City Attorney will provide training on the Open Meeting Law for its elected officials. This item is for discussion only.

BACKGROUND:
The Arizona Open Meeting Law is a state law that ensures that meetings of the public body are conducted openly and that notices and agendas be provided for such meetings which contain such information as is reasonably necessary to inform the public of the matters to be discussed or decided. Arizona Open Meeting law is located in Arizona Revised Statutes §§ 38-431 through 38-431.09.

DISCUSSION:
The Avondale City Council will receive training provided by the City Attorney.

BUDGET IMPACT:
None.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *n/a*