

**NOTICE OF PUBLIC MEETING  
PARKS AND RECREATION BOARD  
MEETING**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the **PARKS AND RECREATION BOARD**, and to the general public, that the **PARKS AND RECREATION BOARD** will hold a meeting open to the public on **Thursday, April 23, 2026, at 5:00 p.m.**

The Board may vote to convene an executive session on any item that is listed on this agenda for discussion or consultation with legal counsel to obtain legal advice in accordance with A.R.S. §38-431.03(A)(3).

**OPTIONS TO ACCESS THIS MEETING**

**Watch** meeting in-person at City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003

**Call-in to listen** to the live meeting. Dial 602-666-0783. Enter the meeting access code **2347 858 6517** then enter the Webinar password **PksMtg!** when prompted (7576841 from phones).

**Observe:** [Parks and Recreation Board Meeting Link- April 23, 2026](#)

**REQUEST TO SPEAK**

Each agenda item requires a separate sign-up form. If you wish to speak on multiple items, please submit a form for each one. Thank you for your understanding.

**In-Person Requests to speak at a meeting:**

Register in person at the front desk located at the City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003.

Individuals may arrive up to 1 hour prior to the start of the meeting to submit an in-person request to speak. Requests to speak on individual items will not be accepted after the meeting has been called to order.

**Virtual Requests to speak at a meeting:**

This process is exclusively for virtual speakers and does not apply to in-person attendees requesting to speak.

To speak virtually via Webex, please use this link:

**[April 23, 2026- Virtual Request to Speak Link for Parks Board Meeting](#)**

- Virtual speakers must register by: **April 22, 2026**

If you have any issues with the form or if you wish to submit a comment to the board, contact **Luzivette Broderick** at: [luzivette.broderick@phoenix.gov](mailto:luzivette.broderick@phoenix.gov)

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

The agenda for the meeting is as follows:

1.	<b>CALL TO ORDER</b>	Tony Moya, Chair
2.	<b>INFORMATION ONLY:</b> Information items will be provided to the Board in writing and are not intended for formal presentation unless otherwise requested by a Board member or required for future policy consideration.	
	a. Renaming Plan for Cesar Chavez Park and Community Center	Tannia Ruiz
3.	<b>CONSENT ITEM(S):</b> Consent items will be <b>provided to the Board in writing and are not intended for formal presentation.</b> Consent items may be voted on collectively, unless a Board member requests that any item be voted on separately. The chairperson may direct staff to formally present any consent item. These items are for possible action.	
	a. Parks Board Minutes – <b>March 26, 2026</b>	Jana Krcek
	b. Request to Vend at City Parks	Tannia Ruiz
	c. Sponsorship for Wheelchair Softball Field Renovation from Arizona Diamondbacks Foundation, Inc. and Ability 360, Inc. at Telephone Pioneers of America Park	Bob Adams
4.	<b>INFORMATION AND DISCUSSION ITEMS(S):</b> Information and discussion items will be presented verbally to the Parks Board and are for discussion only. No action will take place on these items at this meeting.	
	a. Quarterly Code of Conduct Update	Jarod Rogers
	b. 2026 Parks and Recreation Aquatics Season	Greg Leicht
	c. NCAA Legacy Award Winners	Bob Adams
5.	<b>CALL TO THE PUBLIC:</b> Citizens are provided time to make statements to the Board. <i>(Those desiring to make a statement should have informed staff in advance of the meeting by following the instructions on this notice.)</i> We welcome citizen input; however, items brought to the Board's attention cannot be discussed unless they are listed as an agenda item. Action taken as a result of public comment will be limited to requesting staff to study the matter or rescheduling the matter for further consideration and/or decision at a later date.	
6.	<b>BOARD CHAIRPERSON'S REPORT</b> – The Chairperson will verbally present comments or requests to the Board without Board discussion.	Tony Moya, Chair
7.	<b>BOARD COMMENTS/REQUESTS</b> – The Chairperson will entertain Board member comments or requests without Board discussion.	Tony Moya, Chair
8.	<b>DIRECTOR'S BRIEFING</b> – Briefing items will be verbally presented to the Board by the Director or designee without Board discussion.	Martin Whitfield, Interim Director
9.	<b>ADJOURNMENT</b>	Tony Moya, Chair

For further information or to request reasonable accommodation, please contact:  
**Luzivette Broderick** at: [luzivette.broderick@phoenix.gov](mailto:luzivette.broderick@phoenix.gov) or 602-495-5215 or  
 TTY: 7-1-1. March 20, 2026.



**To:** Parks and Recreation Board

**Date:** April 23, 2026

**From:** Martin Whitfield, Interim Director

**Subject:** Renaming Plan for Cesar Chavez Park and Community Center

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This report provides the Parks and Recreation Board (Board) with information regarding the community engagement process for the renaming of Cesar Chavez Park and Community Center.

### BACKGROUND

On March 18, 2026, Mayor Kate Gallego, Councilwoman Betty Guardado and Councilwoman Laura Pastor submitted a Formal Meeting Item Request outlining three actions in response to recent public reports alleging misconduct by Cesar Chavez. Their request asked the City Council to rename the March 31 holiday as Farmworker's Day, begin the process of renaming all City facilities that currently bear the name Cesar Chavez and remove City installed signage honoring him.

The Phoenix City Council approved these actions on March 25, 2026.

On March 26, 2026, staff received Parks and Recreation Board approval to begin the formal renaming process for Cesar Chavez Park and Cesar Chavez Community Center.

### DISCUSSION

The Parks and Recreation Department oversees both Cesar Chavez Park and the Cesar Chavez Community Center.

As part of the renaming process for Cesar Chavez Park and the Cesar Chavez Community Center, staff will conduct a community engagement effort that includes distributing a survey to residents in the surrounding neighborhood and to nearby schools. The survey will open during the last week of April and will close in late May, giving participants the opportunity to select a preferred name from a predetermined list or submit their own suggestion. Staff will also attend community events and visit key locations to gather additional feedback. After the survey closes, staff will review the results and community input and will return to the Parks and Recreation Board in June with a proposed new name for both the park and the community center.

### RECOMMENDATION

This report is for information only.

Prepared by: Tannia Ruiz, Management Assistant II

Approved by: Martin Whitfield, Interim Director

**CITY OF PHOENIX  
PARKS AND RECREATION BOARD SUMMARY  
MINUTES  
March 26, 2026**

Virtual meeting hosted on Webex.

<b><u>Board Members Present</u></b>	<b><u>Staff Present</u></b>	<b><u>Community Members</u></b>
Tony Moya, Chair Aubrey Barnwell (virtual) Jessica Fotinos Rick Naimark Sarah Porter (virtual) Leon Thomas Emma Viera (virtual)	Cynthia Aguilar Dustin Cammack Martin Whitfield Brandie I. Barrett Todd Shackelford Maxwell Wilson Danielle Poveromo Tannia Ruiz Cindy Peiz Jana Krcek Dalia Adams Seidy Dominguez Ray Ficaglia	Daniel Penton Jerry Van Gasse

**1. CALL TO ORDER**

Chairman Moya called the meeting to order at 5 p.m. with Board members Barnwell, Fotinos, Naimark, Porter, Thomas and Viera in attendance.

**2. INFORMATION ONLY**

No formal presentation on these items. Information only.

**2a. American Indian Veteran’s Memorial Update**

**3. CONSENT ITEMS**

No formal presentation on these items. Consent and request for approval only.

**3a. Parks and Recreation Board Summary Minutes – February 26, 2026**

**3b. Request Authorization to Issue Papago Archery Range Request for Proposals**

**3c. Request to Vend at City Parks**

Board member Viera moved to approve consent items 3a through 3c, with Board member Naimark seconding the motion. The motion passed unanimously, 7-0.

**4. INFORMATION AND DISCUSSION ITEMS**

Information and discussion items will be presented verbally to the Parks Board and are for discussion only. No action will take place on these items at this meeting.

#### **4a. Phoenix Water Supply**

Water Resources Management Advisor, Maxwell Wilson presented on the water challenges facing Phoenix, explaining that the city relies on three main water sources: the Salt and Verde Rivers, the Colorado River, and groundwater. He noted that although Phoenix's population has grown significantly since 1990, overall water use has remained stable because per capita consumption has declined. He emphasized that current challenges are driven by reduced supply caused by rising temperatures rather than increased demand. Mr. Wilson also reviewed reservoir conditions and the potential risk of reaching "dead pool," while noting the Bureau of Reclamation's commitment to preventing this outcome and its view that major water use cuts primarily affect the Central Arizona Project. He outlined the timeline for the federal NEPA process, which will result in new water use reductions beginning in January 2027, and summarized Phoenix's four stage drought management plan, noting the city has been in a Stage 1 Water Alert since June 2022. The extent and duration of federal cuts will guide how the city adjusts its drought response moving forward.

Board member Naimark commented on the water production graph, observing that if residential consumption is declining while overall production remains steady, industrial and commercial use must be increasing. He also asked about the Parks Department's efforts to develop a system that would connect the Salt River Project and Colorado River supplies to support water distribution throughout the City of Phoenix.

Mr. Wilson responded that a drought pipeline project was installed in the Dreamy Draw Recreation Area, which serves as critical infrastructure to face water decline challenges and allows water restrictions to be equally applied across geographic areas of the city. The project is now complete.

Board member Porter noted that the Parks Department has examined water efficacy in parks in the past. She mentioned as residents consider desert landscaping in place of grass to limit water use, the importance of parks as communal green spaces for the community and the need to ensure parks have adequate water supply also increase.

Mr. Wilson agreed about the importance of parks as green spaces related to residents' quality of life. This will be considered as we move through the drought management plan, which is designed to allow flexibility in response and includes community input.

Board member Naimark referenced the urban heat island effect and asked about balancing the need to reduce water use with the cooling effect of parks and trees.

Mr. Wilson responded that working closely with the Office of Heat Response and Mitigation, the team has released landscape watering guidelines to encourage efficient watering and focused on planting trees in locations that maximize cooling benefits.

Board member Fotinos inquired about the impact of federal and state-level water allocation litigation on the City of Phoenix's drought management plan.

Mr. Wilson explained that the response would depend on how the litigation moved forward and the individual results of each lawsuit.

Chairman Moya questioned if the City has a plan to identify critical times for water supply issues and if internal departments have plans to address cutbacks.

Mr. Wilson responded that Phoenix maintains significant back-up supplies and an active drought management plan for this purpose. He noted there is an interdepartmental Drought and Shortage Response Team, and each department has created their own drought response plan, which are expected to be in place by summer 2026.

Board member Vierra asked about the coordination with the Department of Planning and Development to update building codes to allow the use of rainwater in residences.

Mr. Wilson explained that the City of Phoenix just updated building codes and is working with the Office of Environmental Programs to develop a guide for rainwater harvesting for residential landscaping.

Board member Porter pointed out Phoenix currently reuses all water put into wastewater treatment plants and that residential grey water recycling would reduce the overall water supplies currently being recycled.

#### **4b. 2026 Parks and Recreation PHXPlays Summer Camps**

Deputy Director Danielle Poveromo presented an overview of the 2026 PhxPlays Summer Camp, which operates at 26 sites across Phoenix for children ages six to twelve, including an adaptive option at South Mountain Community Center. She reported strong early registration since opening on March 19, with many sites filling quickly but spots still available. She credited improved outreach through a new website, social media, and community-focused marketing, and noted that Phoenix remains the most affordable option with weekly costs ranging from free to \$80, including all meals. She outlined the program's activities, family orientation, and weekly newsletters, and shared that feedback has been overwhelmingly positive, with families valuing affordability and convenient locations most.

Chairman Moya asked about changes in registration from last year and waiting lists.

Deputy Director Poveromo explained the addition of weekly registration and drop-in rates, based on feedback for previous surveys. She explained once a location is filled, prospective participants will be placed on a waiting list that is reviewed by staff.

Chairman Moya thanked staff and praised the program, especially for feeding participants throughout the summer.

## **5. DISCUSSION AND POSSIBLE ACTION**

Discussion and possible action items are for information, discussion, and possible action.

### **5a. Park and Facility Renaming Request**

Director Whitfield reviewed action taken at the Formal City Council meeting on March 25, 2026, which included a directive to rename all City of Phoenix property named after Cesar Chavez. He noted the authority to rename parks and park facilities lies with the Parks and Recreation Board and reviewed the associated renaming standards and processes. He concluded with a request for the Board's approval to begin the renaming process for Cesar Chavez Park and Cesar Chavez Community Center.

Jerry Van Gasse suggested that the park and community center be renamed after Jesse Owens, who lived his last nine years of his life in Phoenix and he was highly engaged with the community.

Daniel Penton advocated to restore the park to its original name, Gilbert Alvord Park, in honor of the man who donated the land to the Parks and Recreation Department in 1975.

Board member Naimark commented on the swift action of the City Council and expressed his support to begin the process of renaming the park. He requested information on the history of the renaming of Alvord Park. He asked about the balance between speed and public outreach in the renaming process and whether artwork is under the authority of the Board.

Director Whitfield responded that staff have begun communication and planning a timeline for the renaming. He noted that artwork falls under the authority of the Arts and Culture Department, and they have already covered the Cesar Chavez monument in the park.

Board member Naimark requested the final disposition of the monument.

Chairman Moya requested if the process is approved to begin today, staff should begin a thorough process and return to the Board in May 2026 with an update. He also encouraged staff to consider names not representing individuals.

Board member Fotinos moved to approve item 5a, with Board member Naimark seconding the motion. The motion passed unanimously, 7-0.

Director Whitfield clarified that the item will be brought back to the Board in April.

## **6. CALL TO THE PUBLIC**

There were no public speakers.

## **7. BOARD CHAIRPERSON'S REPORT**

Chairman Moya announced two upcoming family friendly events, the Desert West Eggsperience and the 5th Annual Pecos Park Kids Triathlon.

## **8. BOARD COMMENTS/REQUEST**

No Board member comments or requests.

## **9. DIRECTOR'S BRIEFING**

Assistant Director Shackelford highlighted the early opening of splash pads in City parks in response to higher-than-average temperatures this month. He described the 24th Annual PHX AM amateur skateboarding contest held at Desert West Park last weekend. He concluded with the announcement of the mobilization of Lone Mountain Park on March 24 and described the amenities that will be constructed in the park.

Assistant Director Barrett gave an update on the Heat Safety Program trail restrictions and noted installation of upgraded electronic gates and signage at select trailheads. She announced that the Piestewa Peak trailhead renovation project was recognized with the Arizona Forward Environmental Excellence Award, highlighting accessibility upgrades and sensitivity to the environment and natural preserves.

Director Whitfield recognized former Director of the Parks and Recreation Department Dale Larson in the audience. He highlighted upcoming events to celebrate the 2026 NCAA Women's Final Four basketball competition taking place in Phoenix the first week in April, and described upgrades to facilities at Washington Park. He concluded by welcoming the Department's two newest Deputy Directors, Lance Gray and Greg Leicht.

## **10. ADJOURNMENT**

Chairman Moya adjourned the meeting at 6:16 p.m.



**To:** Parks and Recreation Board

**Date:** April 23, 2026

**From:** Martin Whitfield, Interim Director

**Subject:** REQUEST TO VEND AT CITY PARKS

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This report requests Parks and Recreation Board (Board) retroactive approval for vending at the Picnic, held at Esteban Park on April 18, 2026, and approval to allow event production, marketing, community outreach, and vending for the other two events mentioned in this report. It also seeks authorization for the Parks and Recreation Director to negotiate and execute the associated event agreement and related documents.

### BACKGROUND

Phoenix parks are reserved throughout the year for various events. Event coordinators or community partners produce many events, with the Parks and Recreation Department sponsoring a few public events. Some events are free to the public, while others require a registration fee. Entry fees are occasionally imposed on vendors who sell food and/or products. Producers who rent city parks and facilities are required to follow all city guidelines, including obtaining all applicable permits and licenses.

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

### DISCUSSION

#### **Retroactive Approval: The Picnic- April 18, 2026 Esteban Park, 3345 E Roeser Road**

The Picnic at Esteban Park took place on April 18, 2026, from 9 a.m. to 7 p.m. as part of Phoenix HouseFest 2026. The event was hosted by Vision Entertainment and featured a full day of music, local vendors and food trucks. Community members were invited to bring blankets, chairs, tents, family and friends to enjoy what was promoted as the largest Chicago style picnic in Phoenix. More than five DJs performed throughout the day, and the event served as a family friendly gathering that celebrated music, culture and community. The request was originally submitted as a smaller event but grew

significantly in size prior to the event date. Organizers added food trucks to support the increased attendance, which changed the scope of the event. As a result, the item is now being brought forward for retroactive approval.

**Mother's Day Tea and Brunch– May 16, 2026**  
**Encanto Park, 2605 N 15th Avenue**

The 3rd Annual Mother's Day Tea and Brunch titled *Crowned in Courage: A Celebration of Resilience and Perseverance* is scheduled for May 16, 2026, at Encanto Park from 10:00 a.m. to 3:00 p.m. The event is designed to bring the community together, raise awareness about the effects of incarceration on families and promote resilience, healing and connection among Phoenix residents. Planned activities include a formal tea and brunch, a keynote presentation by Ms. Ernestine "Tina" Martin Wyatt who is the three-time great grandniece of Harriet Ross Tubman and a facilitated tea service led by Dr. Janet Walsh of Tea, Tea and Company who will serve as the Tea Maven. The ticketed event will also feature an online silent auction and raffle, with proceeds helping offset brunch and speaker expenses and supporting Harriet's House programming. Overall, the celebration aims to strengthen community engagement while supporting families across Phoenix.

**Singletons High Tea Party– November 7, 2026**  
**Encanto Park, 2605 N 15th Avenue**

The Singletons High Tea Party titled *Tea and Brunch: Crowned in Courage, A Celebration of Resilience and Perseverance* is scheduled for November 7, 2026, at Encanto Park from 7:30 a.m. to 3:00 p.m. The event is designed to bring the community together and raise awareness in support of single parent families impacted by cancer. The Singletons is a nonprofit organization that serves Phoenix area families by providing practical support such as meal delivery, family programs and youth focused resources to promote stability and emotional wellbeing during cancer treatment. Planned activities include a ticketed high tea and brunch, an online silent auction and raffle, limited fundraising games and a live donation request, with a mimosa bar offered if permitted. Event proceeds will help offset food and program related costs, with remaining funds supporting High Tea House programming. Overall, the celebration aims to strengthen community engagement while supporting families.

As with all requests to vend, event organizers will be required to follow all city guidelines and meet the requirements for sales, including any required insurance, permits, and licenses.

**RECOMMENDATION**

Staff recommends the Board's retroactive approval for vending at the Picnic, held at Esteban Park on April 18, 2026, and approval to allow event production, marketing, community outreach, and vending related to the events mentioned in this report. It also seeks authorization for the Parks and Recreation Director to negotiate and execute the associated event agreement and related documents.

Prepared by: Tannia Ruiz, Management Assistant II  
Approved by: Martin Whitfield, Interim Director



**To:** Parks and Recreation Board

**Date:** April 23, 2026

**From:** Martin Whitfield, Interim Director

**Subject:** SPONSORSHIP FOR WHEELCHAIR SOFTBALL FIELD RENOVATION  
FROM ARIZONA DIAMONDBACKS FOUNDATION, INC. AND  
ABILITY360, INC. AT TELEPHONE PIONEERS OF AMERICA PARK

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This report requests Parks and Recreation Board (Board) approval to accept a donation from the Arizona Diamondbacks Foundation, Inc. and Ability360, Inc. to renovate the softball field located at Telephone Pioneers of America Park in accordance with Sponsorship Policy 3.11 (**Attachment A**).

#### BACKGROUND

Telephone Pioneers of America Park was originally designed to accommodate patrons of all abilities. As part of the original design, a beeper softball field was included in the northeast corner of the park. A beeper softball field utilizes bases and other equipment which emits audible cues for users with visual impairments. Due to changing standards for accessibility and general lack of use of the field and equipment over the years, the field remains mostly unused.

Ability360 is the current non-profit operator at the park and through its comprehensive programs, provides adaptive sports, recreation and fitness programs that promote the independence, health, and overall wellbeing of people with disabilities and their families. Together with the Arizona Diamondbacks Foundation, Ability360 has offered to partner with the City to redesign the softball field at Telephone Pioneers of America Park and create a new wheelchair accessible softball field. The new field will meet today's accessibility standards and allow the softball field to be utilized and enjoyed once more.

#### DISCUSSION

Subject to Board approval, the Parks and Recreation Department will enter into a sponsorship agreement (**Attachment B**) with the Arizona Diamondbacks Foundation and Ability360 (collectively the "Parties"), which is categorized as a Project Sponsorship. The sponsorship agreement outlines the required guidelines and documents the rights and responsibilities of both parties. Highlights of the agreement include:

- The Parties will provide the funding necessary to renovate the wheelchair softball field.
- City retains ownership of property and all equipment placed on the field.
- City will be responsible for maintenance of the softball field after installation.

## RECOMMENDATION

Staff request Board approval to accept a donation from the Arizona Diamondbacks Foundation and Ability360, Inc. to renovate the softball field located at Telephone Pioneers of America Park in accordance with Sponsorship Policy 3.11; and for the Parks and Recreation Director to execute a Sponsorship Agreement and sign all related documents to the agreement.

Prepared by: Bob Adams, Deputy Director

Approved by: Todd Shackelford, Assistant Director

# ATTACHMENT A

## City of Phoenix Parks and Recreation Board Policy

Number <b>3.11</b>	<b>Sponsorship Policy</b>	Adopted: 2/25/2021
		Revised: 8/31/2023

### 1.0 PURPOSE

This policy and its guidelines and procedures are intended to guide the Parks and Recreation staff and any partner organization responsible for engaging in sponsorship activities in public parks and preserves.

### 2.0 BACKGROUND

The City of Phoenix and its residents pride themselves on their extensive park and recreation system. Now, financial and in-kind support is even more critical as the investment needed to sustain and expand parks, facilities, and programs continues to increase. Like other Park and Recreation Departments across the nation, the Phoenix Parks and Recreation Department (Department) is pursuing more sophisticated business partnerships, in the form of event, program, project, and facility/amenity sponsorships. These mutually beneficial business agreements provide an important marketing venue for partners and an opportunity for them to align themselves with the Department's public mission. In turn, the City can build new and exciting programs and places while sustaining the Phoenix Parks system.

Note: This policy does not apply to Margaret T. Hance Park. Hance Park sponsorships are guided by Parks and Recreation Board (Board) Policy 2.10, Hance Park Sponsorship Policy.

### 3.0 DEFINITIONS

3.1 Sponsorship. Sponsorship is financial or in-kind support from a for-profit or non-profit entity for a specific program, event, project, or site, and for a specific period of time, in exchange for tangible and intangible benefits to the sponsor. For the sponsor that can include but is not limited to:

- a) marketing opportunities (product promotion and temporary advertising) on City property,
- b) authorization by the Department for the business to promote its investment with the Department, and association with Department programs, and
- c) name association ("name title") for an event or program. Sponsorship is a negotiated business agreement between the sponsor and the Department.

3.1.1 Any naming rights must comply with Parks and Recreation Board Policy 3.3, Park Naming

3.2 Gift/Donation. Any donation must comply with the Parks and Recreation Board Policy on Donations. A gift or donation is a freely given donation of goods, cash, or real property to the Department, with no expectation of return or "condition" to the gift. Gifts may be designed for a specific purpose or may be general in nature. Recognition for donations is determined by the City.

3.3 Advertising. Advertising is the physical signage created by the sponsoring entity (usually placed in designated, purchased space) to promote a product. Advertising generally is not allowed in designated flatland parks, mountain preserves, natural areas, outside recreation facilities, or outside other park buildings. The permanent placement of a corporate logo, brand, or product placement in a public park or facility is considered advertising and not allowed unless approved by the Board.

3.4 Temporary Advertising. Temporary advertising is the temporary display of corporate logos, branding, or advertising copy at a Department approved event or on collateral materials associated with an event or program.

3.5 Events. Events are one-time activities for the public organized or facilitated by the Department and held on City property that generally last less than a week.

3.6 Projects. Projects are one-time Departmental efforts, often with a physical improvement project as the result.

3.7 Programs. Programs are on-going, organized activities led by the Department for the public and generally involve staff supervision.

3.8 Sites. Sites are specific places, varying in scale from individual features or areas within a park or recreation center.

3.9 Marketing benefits. These are opportunities given to the sponsor to have their branding, their products, their name and logo given temporary visibility on City property or materials. The details of those opportunities are specific to each sponsorship, detailed in the agreement, and must meet City laws and Departmental policies.

#### **4.0 SPONSORSHIP CATEGORIES**

4.1 Sponsorships are appropriate for four broad types of Department activities and places:

4.1.1 Event Sponsorship. Event sponsorship is the financial or in-kind support for a Department organized event on City property. An event includes a one-time occasion and usually lasts less than a week. Sponsors may be recognized with anything relating to the event. Depending upon the details of the agreement, the sponsor's

name may be directly associated with the event (e.g. "title" sponsorship) and the sponsor may have a variety of temporary advertising and marketing opportunities.

4.1.2. Project sponsorship. Project sponsorship is financial or in-kind support of a specific Department project which is usually a one-time effort and results in a physical improvement. Projects may vary in size and scope such as a sponsorship of a piece of skate park equipment or a multi-million corporate sponsorship for a playground or community center. Depending upon the details of the agreement, the sponsor's name and logo could be attached directly to the product along with other marketing opportunities.

4.1.3 Program Sponsorship. Program sponsorship is financial or in-kind support of a Department led program for the public. A program includes a series of on-going activities (e.g., youth sports leagues, after-school programs, or special interest classes) organized by the Department. Recognition of the sponsor may continue throughout and after the program's duration. Depending upon the details of the agreement, a sponsor's name can be associated directly with the program.

4.1.4 Site Sponsorship. Site sponsorship is financial or in-kind operating support of a specific Department place or feature (e.g. a community garden, dog park, a new playground). Marketing opportunities and recognition of the sponsorship are negotiated in the agreement.

Note: A sponsorship may fall into more than one category. For example, the AARP Fit Lot sponsorship resulted in a physical facility (Fit Lot) and programming.

4.2 This policy also impacts several partner relationships:

4.2.1 Community sports teams. These sponsorship policies do not apply to teams and leagues that often solicit their own sponsorship and enter into private agreements. However, written approval must be obtained from the Department for any public display within parks and recreation facilities of private sponsorships (e.g. banners, flags, signs), except for team uniforms.

4.2.2 Concessionaires. Some City facilities are operated by private Concessionaires such as golf course food and beverage areas, sports complex fixed concessions, etc. As private entities, these Concessionaires are permitted to obtain corporate sponsorships as they relate to their operation. However, any marketing materials displayed outside of the physical boundary of the Concession site but within a park must be approved by the Department.

4.2.3 Non-profit partners/Cultural Institutions. Associated park conservancies, foundations, and non-profit organizations are under long term agreements to provide services in specific parks (e.g. Phoenix Zoo, Desert Botanical Garden, Japanese Friendship Garden, Tovrea-Carraro Society, Grant Park Barrio Youth Project Corporation). The level of management responsibility by the group for the specific park is detailed in each individual agreement with the City. Most of these groups will be implementing their own sponsorship, gift, and naming efforts. These individualized plans must meet Departmental and City policies.

## **5.0 GUIDELINES FOR ACCEPTING SPONSORSHIPS**

5.1 A sponsorship is an opportunity to enhance parks and recreation services as long as the sponsorships are consistent with City and Department policies and regulations; respect the aesthetic of public spaces; and reaffirm the Department's mission and core services. In considering any proposal for sponsorship of a Department activity or place by a sponsor, the following guidelines should be considered individually and collectively:

5.1.1 The Sponsor's products, services, and marketing goals are compatible with the Department's mission, values, and policies, and with City policies, laws, rules, and regulations.

5.1.2 The proposed sponsorship enhances current priorities, programs, and core services of the Department.

5.1.3 The conditions of the sponsorship (especially in terms of marketing benefits and temporary advertising) shall not compromise the design standards, visual integrity of the parks and recreation facilities, or the experience of park users.

5.1.4 The sponsorship shall not commit the Department to additional operating and maintenance responsibilities and costs, unless approved by the Director.

5.1.5 The Parks and Recreation Director (Director) or designee has concluded that the tangible and in-tangible benefits are balanced for both the sponsor and the Department.

5.1.6 The sponsorship does not create any conflict of interest for the Department or City.

5.1.7 The Sponsor must be in good financial standing with any previous sponsorships with the City or the Department.

5.1.8 Any costs associated with the sponsorship shall be borne by the sponsor, unless otherwise approved by the Director or designee.

5.1.9 Sponsorships will not result in any loss of Department jurisdiction or authority.

5.2 The following industries and products are not eligible for sponsorships: companies whose business is substantially derived from the sale of alcohol, tobacco, firearms or pornography; sexually oriented businesses; religious and political organizations; and may only be eligible for sponsorship with written authorization from the Director.

## **6.0 SPONSORSHIP DEVELOPMENT PROCEDURES**

6.1 The details of any sponsorship with a cash or in-kind value of more than \$5000, are contained in the Sponsorship Proposal which must accompany each request for sponsorship and be submitted to the Director or designee.

6.1.1 This Proposal shall include the contract relationship; the proposed term; description benefits to the sponsor and the Department, any naming rights requested, proposed fees, commissions, and/or in-kind services provided to the Department.

- a) The value of the sponsorship should have a direct relationship with the sponsorship's term. No sponsorship shall have a term of more than twenty-five (25) years. A general guideline would be one (1) year of sponsorship for every \$1000 of cash or documented in-kind value.

6.2 The Department will review all sponsorship proposals and will make a recommendation to the Director whether to proceed with the development of a Sponsorship Agreement (attached). All such proposals will be reviewed and decided within 30 business days of submittal.

6.2.1 The Sponsorship Agreement will include the contract relationship; the term; description of fees, commissions, and/or in-kind services provided to the Department; the marketing rights and benefits provided to the sponsor; and termination provisions. All contractual language will be consistent with applicable City policies and ordinances and good business practices.

6.2.2 For all sponsorships, the Department will negotiate and develop the Sponsorship Agreement. The Director or designee must obtain Board approval before the sponsorship may be executed.

6.3 The Sponsorship Agreements are managed and tracked by the Parks and Recreation Department/Management Services Division.

## **7.0 NAMING RIGHTS, SIGNAGE AND RECOGNITION**

7.1 Only project sponsorships that meet or exceed the cost of all design, construction, installation, permitting, any other direct or indirect costs associated with the project will be considered for naming recognition under this Policy.

7.1.1 The Sponsor shall agree to bear all costs associated with naming including but not limited to signage, displays, labeling and shall, from time to time, in the judgment of

the Department, agree to fund major maintenance or replacement of the sponsor recognition during the term of the Sponsor agreement.

7.2 Naming recognition applies only to the project and is never to be applied to the name of the park. All policies related to park naming are contained in Board Policy 3.3, Park Naming. The Sponsor shall have the right to recommend any naming recognition, to the Director, who shall have the authority to grant approval in accordance with Parks Board Naming policy. All proceeds and other monetary benefits received from any sponsorship shall be deposited into the Parks Donation Account or another appropriate account as determined by the Director or designee.

7.2.1 The Parks and Recreation Director, upon approval of a sponsor naming, will notify the Parks and Recreation Board, City Council and City Manager's designee.

7.2.2 These naming recognition rights, as defined in 7.1 and 7.2 shall operate as set forth in the contract terms of the Sponsorship Agreement.

7.2.3 Upon expiration of the term of the Sponsorship Agreement without extension or amendment, such naming rights shall then be transferred to the Parks and Recreation Board.

7.3 The sponsor name given to the Park component or area shall not include any reference to any proper geographic name unless such reference is to "Phoenix" or the "City of Phoenix". The City reserves the right to require renaming if a named corporation or organization, ceases to exist or if a named corporation, organization, or individual is conclusively linked to a felony conviction.

7.4 All designs and displays in connection with naming rights will be approved by the Director in consultation with any appropriate park designer, architect or landscape architect involved in project management of the sponsored project.

7.5 Sponsors are not permitted to use any City Mark, the use of which is governed by the Phoenix City Council, including but not limited to the seal, municipal flag, municipal standard, municipal pennant, and municipal badge of the City.

7.5.1 Prior written approval to use the City's marks must be obtained from the Parks and Recreation Director, which shall not be unreasonably withheld.

## **SPONSORSHIP AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between City of Phoenix Parks and Recreation Board (Board) and its Parks and Recreation Department (Department) and \_\_\_\_\_ (Sponsor).

### **RECITALS**

The Sponsor is engaged in the business referred to in Item 3 of Attachment A, hereafter referred to as the "Schedule" (Description of Sponsor's Business Activities) and, at the request of the Department, has agreed to provide the Sponsorship set out in Item 4 of the Schedule (Details of Sponsorship), subject to the terms and conditions of this Agreement.

### **IT IS AGREED as follows:**

#### **1. TERM**

- 1.1 The term of the Sponsorship shall be for the period set out in Item 4(c) of the Schedule (Term of Sponsorship), unless otherwise extended or terminated in accordance with this Agreement.

#### **2. SPONSORSHIP FEE/PRODUCT**

- 2.1 In consideration of the grant of Sponsorship Rights under this Agreement, the Sponsor shall pay and/or provide to the Department, for the term of this Agreement, the sponsorship fee and/or product(s) referred to in Item 4(b) of the Schedule (Sponsorship Fee/Product) at the times and in the manner referred to in that Item.
- 2.2 The Sponsorship Fee/Product shall be the entire amount payable or provided to the Department under this Agreement.
- 2.3 The Department shall only use the Sponsorship Fee/Product for the sponsored activity referred to in Item 4(a) of the Schedule (Sponsored Activity) in a manner consistent with the reasons referred to in Item 4(a) of the Schedule (Sponsorship Rationale).
- 2.4 Should the Sponsorship Fee/Product not be fully used on the Sponsored Activity; the Department shall immediately notify the Sponsor of the balance of the unused Sponsorship Fee/Product and shall comply with the Sponsor's directions concerning the use of the unused Sponsorship Fee/Product.

#### **3. SPONSORSHIP RIGHTS**

- 3.1 The Department grants to the Sponsor the non-exclusive sponsorship rights set out in Item 5 of the Schedule (Rights of Sponsor) for the term of this Agreement.
- 3.2 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall first be approved by the City of Phoenix Parks and Recreation Director or designee.

- 3.3 The Department shall, whenever the Sponsored Activity is publicized, acknowledge the Sponsor in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

#### **4. USE OF SPONSOR'S NAME AND/OR LOGO**

- 4.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Department in respect to the Sponsored Activity shall acknowledge the Sponsor in a manner agreed to by both parties.
- 4.2 The Department shall immediately, on the termination or expiration of this Agreement, cease to use or otherwise refer to the Sponsor's name and/or logo except to the extent otherwise authorized by law or agreement.

#### **5. USE OF THE CITY'S NAME AND/OR LOGO**

- 5.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor in respect of the Sponsored Activity shall acknowledge the Phoenix Parks and Recreation Department, in a manner agreed to by all parties.
- 5.2 The Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to any and all of the City of Phoenix/Phoenix Parks and Recreation Department name(s) and/or logo(s) in any manner that could imply that the Sponsorship under this Agreement is still in effect.

#### **6. USE OF DONATIONS; RESTRICTIONS**

- 6.1 The Sponsorship Fee is a donation to help fund the design and construction of the Sponsored Activity as described in Attachment A, Item 4(a). Sponsor's role is limited strictly to the donation of funds. The City is the owner of the Park, and it or its contractors will be responsible for the design, construction, and maintenance of the Sponsored Activity.

#### **7. BREACH AND TERMINATION**

- 7.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 7.2 The Department may terminate the Agreement immediately if any of the following events occur:
- (a) The Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor.
  - (b) The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Phoenix policy(ies).

(c) The Department determines that for whatever reason it should no longer use the Sponsorship Fee/Product or be associated with the Sponsor.

7.3 If this Agreement is terminated, the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee/Product.

7.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

## **8. NOTICES**

8.1 Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the Department at the following address:

Parks and Recreation Director  
Phoenix Parks and Recreation Department  
200 W. Washington St, 16<sup>th</sup> Floor  
Phoenix, AZ 85003

and to the Sponsor at the address and e-mail address referred to in Item 2 of the Schedule (Address of Sponsor).

8.2 A notice forwarded by e-mail shall be deemed to be received by the addressee when recorded by read receipt.

## **9. AMENDMENTS TO AGREEMENT**

9.1 Any amendment to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

## **10. ASSIGNMENT**

10.1 Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

## **11. CHARITABLE CONTRIBUTION**

11.1 Board will reasonably cooperate with Sponsor to document Sponsor's charitable contribution as may be required for federal or state income and property tax purposes.

## **12. GOVERNING LAW**

12.1 This Agreement shall be governed by and construed under the laws of the State of Arizona, excluding its choice of law principles. Any litigation arising out of this Agreement shall be commenced and maintained in a court of competent jurisdiction sitting in Maricopa County, Arizona.

**13. ENTIRE AGREEMENT**

13.1 This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

**EXECUTED by the parties on the date first written above.**

**ON BEHALF OF PHOENIX PARKS AND RECREATION BOARD**

\_\_\_\_\_  
Signature

*(insert director name)*  
Parks and Recreation Director

\_\_\_\_\_  
Date

**SPONSOR**

*(insert company name)*  
\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

**ATTEST**

\_\_\_\_\_  
Acting City Attorney

\_\_\_\_\_  
City Clerk

## ATTACHMENT A - SCHEDULE

1. **NAME OF SPONSOR**

*(Insert name of company or name of individual.)*

2. **ADDRESS OF SPONSOR**

*(If a corporate sponsor, insert address and e-mail of its registered office.)*

3. **DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES**

*(Insert brief description.)*

4. **DETAILS OF SPONSORSHIP**

(a) Sponsored Activity

*(Insert brief description.)*

Sponsorship Rationale

*(Insert brief description.)*

(b) Sponsorship Fee

*(If money is payable, insert details of amount, installment schedule, etc.)*

Sponsorship Product

*(If goods are being supplied, insert description.)*

(c) Term of Sponsorship

*(date) to (date)*

5. **RIGHTS OF SPONSOR**

*(For example, the Sponsor is permitted to exhibit/promote their products.)*

6. **RECOGNITION OF SPONSOR**

*(For example, the Sponsor's name or logo is displayed at Hance Park by Phoenix Parks and Recreation. Include detail of recognition – where, size, term, etc.)*

## ATTACHMENT B

### SPONSORSHIP AGREEMENT

This Agreement is made on the 23 day of April 2026, between City of Phoenix Parks and Recreation Board (Board) and its Parks and Recreation Department (Department), Ability360, Inc. and Arizona Diamondbacks Foundation, Inc. (Sponsors).

#### RECITALS

The Sponsors are engaged in the business referred to in Item 3 of Attachment A, hereafter referred to as the "Schedule" (Description of Sponsor's Business Activities) and, at the request of the Department, has agreed to provide the Sponsorship set out in Item 4 of the Schedule (Details of Sponsorship), subject to the terms and conditions of this Agreement.

#### IT IS AGREED as follows:

#### 1. TERM

- 1.1 The term of the Sponsorship shall be for the period set out in Item 4(c) of the Schedule (Term of Sponsorship), unless otherwise extended or terminated in accordance with this Agreement.

#### 2. SPONSORSHIP FEE/PRODUCT

- 2.1 In consideration of the grant of Sponsorship Rights under this Agreement, the Sponsor shall pay and/or provide to the Department, for the term of this Agreement, the sponsorship fee and/or product(s) referred to in Item 4(b) of the Schedule (Sponsorship Fee/Product) at the times and in the manner referred to in that Item.
- 2.2 The Sponsorship Fee/Product shall be the entire amount payable or provided to the Department under this Agreement.
- 2.3 The Department shall only use the Sponsorship Fee/Product for the sponsored activity referred to in Item 4(a) of the Schedule (Sponsored Activity) in a manner consistent with the reasons referred to in Item 4(a) of the Schedule (Sponsorship Rationale).
- 2.4 Should the Sponsorship Fee/Product not be fully used on the Sponsored Activity; the Department shall immediately notify the Sponsor of the balance of the unused Sponsorship Fee/Product and shall comply with the Sponsor's directions concerning the use of the unused Sponsorship Fee/Product.

#### 3. SPONSORSHIP RIGHTS

- 3.1 The Department grants to the Sponsors the non-exclusive sponsorship rights set out in Item 5 of the Schedule (Rights of Sponsor) for the term of this Agreement.
- 3.2 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall first be approved by the City of Phoenix Parks and Recreation Director or designee.

- 3.3 The Department shall, whenever the Sponsored Activity is publicized, acknowledge the Sponsors in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

#### **4. USE OF SPONSOR'S NAME AND/OR LOGO**

- 4.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Department in respect to the Sponsored Activity shall acknowledge the Sponsors in a manner agreed to by the parties.
- 4.2 The Department shall immediately, on the termination or expiration of this Agreement, cease to use or otherwise refer to the Sponsors' name and/or logo except to the extent otherwise authorized by law or agreement.

#### **5. USE OF THE CITY'S NAME AND/OR LOGO**

- 5.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsors in respect of the Sponsored Activity shall acknowledge the Phoenix Parks and Recreation Department, in a manner agreed to by all parties.
- 5.2 The Sponsors shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to any and all of the City of Phoenix/Phoenix Parks and Recreation Department name(s) and/or logo(s) in any manner that could imply that the Sponsorship under this Agreement is still in effect.

#### **6. USE OF DONATIONS; RESTRICTIONS**

- 6.1 The Sponsorship Fee is a donation to help fund the design and construction of the Sponsored Activity as described in Attachment A, Item 4(a). Sponsors' role is limited strictly to the donation of funds. The City is the owner of the Park, and it or its contractors will be responsible for the design, construction, and maintenance of the Sponsored Activity.

#### **7. BREACH AND TERMINATION**

- 7.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 7.2 The Department may terminate the Agreement immediately if any of the following events occur:
- (a) The Sponsors are wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsors.
  - (b) The Sponsors' business operations or the business or activities of any associated company are contrary to any City of Phoenix policy(ies).

(c) The Department determines that for whatever reason it should no longer use the Sponsorship Fee/Product or be associated with the Sponsors.

7.3 If this Agreement is terminated, the Sponsors shall not be required to pay any unpaid installments of the Sponsorship Fee/Product.

7.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

## **8. NOTICES**

8.1 Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the Department at the following address:

Parks and Recreation Director  
Phoenix Parks and Recreation Department  
200 W. Washington St, 16<sup>th</sup> Floor  
Phoenix, AZ 85003

and to the Sponsors at the address and e-mail address referred to in Item 2 of the Schedule (Address of Sponsor).

8.2 A notice forwarded by e-mail shall be deemed to be received by the addressee when recorded by read receipt.

## **9. AMENDMENTS TO AGREEMENT**

9.1 Any amendment to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

## **10. ASSIGNMENT**

10.1 Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

## **11. CHARITABLE CONTRIBUTION**

11.1 Board will reasonably cooperate with Sponsors to document Sponsors' charitable contribution as may be required for federal or state income and property tax purposes.

## **12. GOVERNING LAW**

12.1 This Agreement shall be governed by and construed under the laws of the State of Arizona, excluding its choice of law principles. Any litigation arising out of this Agreement shall be commenced and maintained in a court of competent jurisdiction sitting in Maricopa County, Arizona.

**13. ENTIRE AGREEMENT**

13.1 This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

**EXECUTED by the parties on the date first written above.**

ON BEHALF OF PHOENIX PARKS  
AND RECREATION BOARD

SPONSORS

\_\_\_\_\_  
Signature

*Martin Whitfield, Director*  
Parks and Recreation Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

*Chris Rodriguezríguez, President & CEO*  
Ability360

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

*Debbie Castaldo, Senior Vice President of*  
*Corporate and Community Impact*  
Arizona Diamondbacks Foundation

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

\_\_\_\_\_  
Acting City Attorney

**ATTEST**

\_\_\_\_\_  
City Clerk

## ATTACHMENT A - SCHEDULE

### 1. NAME OF SPONSOR

- a. *Ability360, Inc.*
- b. *Arizona Diamondbacks Foundation, Inc.*

### 2. ADDRESS OF SPONSOR

- a. *5025 E. Washington Street, Suite, 200, Phoenix, AZ 85034*
- b. *401 East Jefferson Street, Phoenix AZ 85004*

### 3. DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES

*Ability360, Inc. offers and promotes programs designed to empower people with disabilities to take personal responsibility so that they may achieve or continue independent lifestyles within the community.*

*The Arizona Diamondbacks Foundation was established in 1997 before the D-backs ever played a Major League game. The mission of the Arizona Diamondbacks Foundation is to support three main areas of need: homelessness, indigent healthcare and children's programs of all types, including education and youth baseball and softball field building and renovation, outreach programs and equipment. In addition, the Foundation has created strategic programs that address the needs of our community including veterans, police, teachers, firefighters and first responders.*

### 4. DETAILS OF SPONSORSHIP

#### (a) Sponsored Activity

*Sponsors desire to promote sports and recreation opportunities for individuals of all abilities, including the sport of wheelchair softball.*

*Sponsor will provide funds for a new Arizona Diamondbacks Wheelchair Softball Field and softball field equipment, at one (1) City of Phoenix Park, Telephone Pioneers of America Park, located at 1946 W. Morningside Drive, Phoenix, AZ 85023 in accordance with the terms and provisions set forth herein.*

*The City will be responsible for maintenance of the wheelchair softball field and equipment after it has been installed and painted. The City will provide oversight of the court construction and approval upon completion of the installation.*

*Any and all improvements constructed, placed and located on any part of the wheelchair softball field during the term to this Sponsorship shall be considered part of the real property and must remain at the City of Phoenix property. Further, subject to the terms of this sponsorship, said real property becomes property of the City, from and after the*

*termination of this Sponsorship. The City will provide oversight of the wheelchair softball field construction and approval upon completion of the installation.*

*Sponsors shall have the opportunity to host an event to unveil wheelchair softball field and equipment in partnership with the Parks and Recreation Department. Additionally, Sponsor shall have the opportunity to host a mutually agreed upon number of future events. Date and time to be approved by both parties.*

(b) Sponsorship Fee

*Sponsors will provide funds of \$500,000 for the field and additional funds for the installation of a scoreboard. The wheelchair softball field and equipment will be completed by the City on or before June 30, 2027. The schedule may be extended if agreeable by both parties.*

(c) Term of Sponsorship

*The sponsorship will remain in effect as long as the City determines the field and equipment is usable has not deteriorated.*

**5. RIGHTS OF SPONSOR**

*The Sponsors shall have access to the City wheelchair softball field and equipment for the purpose of installing and painting the wheelchair softball field during normal business hours, except when the City is performing a maintenance function requiring temporary closure of the area, or during an unforeseen emergency.*

**6. RECOGNITION OF SPONSOR**

*The Sponsors shall have the right to procure and display advertising upon the surface of the wheelchair softball field in accordance with the rendering provided. The Sponsors shall not, in procuring, installing, or displaying advertisement, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. The City and Phoenix Parks and Recreation shall install a standard City sign in the vicinity of the wheelchair softball field, which shall include the Sponsors' logos in accordance with the terms and conditions of this Agreement. It is understood and agreed that any approval by the Parks and Recreation Department or City of advertising material shall not constitute a waiver of the Sponsors' obligations concerning such violation or infringement. City to preapprove advertising.*



**To:** Parks and Recreation Board

**Date:** April 23, 2026

**From:** Martin Whitfield, Interim Director

**Subject** QUARTERLY CODE OF CONDUCT UPDATE

---

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

### BACKGROUND

For additional background information, refer to previous Parks Board reports. Following Board approval in January 2021, staff implemented the Code of Conduct and began a 90-day education period regarding the new behavioral expectations for parks and park facilities. In April 2021, the trespass policy contained within the Code of Conduct took effect.

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

### DISCUSSION

In January 2026, a Board member requested Code of Conduct data be presented in a more accessible format. New data charts and graphs have been created and included as attachments to this report to address this request. Staff welcomes further input from the Board on improving presentation of the data.

### **Educational Contacts and Trespass Notices**

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

Park Rangers have the authority to enforce Phoenix City Code violations through the issuance of Arizona Traffic Ticket and Complaint (ATTC) citations. These citations are issued for violations of both criminal and civil violations that occur on park property. In addition, Park

Rangers can enforce the Parks and Recreation Code of Conduct through the issuance of trespass notices. Some conduct violates both the Phoenix City Code and the Code of Conduct. Park Rangers address both types of violations through education or enforcement, depending on the behavior observed. Based on the type of violation and the level of noncompliance, a Park Ranger may issue an ATTC, a trespass notice, or both.

In the month of January, Park Rangers made 1,024 educational contacts and issued 292 trespass notices and 149 citations.

In the month of February, Park Rangers made 890 educational contacts and issued 263 trespass notices and 110 citations.

In the month of March, Park Rangers made 994 educational contacts and issued 299 trespass notices and 128 citations.

**Attachment A** shares new line graphs comparing the first three months of 2026 of the above data points with monthly totals for 2025. The graph will be updated throughout 2026 and will provide a running comparison of educational contacts, trespass notices, and citations in 2025 and 2026 to date.

The top five violation types that resulted in a person being trespassed from a park in 2026 through March are shown in a line graph in **Attachment B**. A complete listing of all violations resulting in a trespass is found in **Attachment C**. To date through March, loitering after closure (440) was the most frequent violation that led to a person being trespassed from a park, followed by drug related issues (188), prohibition of wheeled devices (60), unlawful conduct (42), and alcohol related issues (24).

The top five violation types that resulted in an ATTC citation are shown in **Attachment D** and **Attachment E** includes a table with all violation types that resulted in an ATTC. This year to date through March, loitering after closure was the leading cause of a citation (308) followed by dog at large (26), prohibition of wheeled devices (17), entering park areas closed to the public (10), alcohol related issues (6) and drug related issues (4).

At the time of this report, seven appeals have been received for adults with five of the appeals being upheld, and two appeals being modified by the Director. No juvenile trespasses have been appealed.

At the October 2023 Parks Board meeting, the Board requested a breakdown of the five parks experiencing the greatest Code of Conduct challenges. **Attachment F** highlights names of those five parks and the associated number of violations each month from January 2025 to March 2026.

Park Rangers address Code of Conduct violations by leading with education whenever possible or enforcement when needed and will report the number of educational contacts, trespass notices, and citations issued to the board.

## RECOMMENDATION

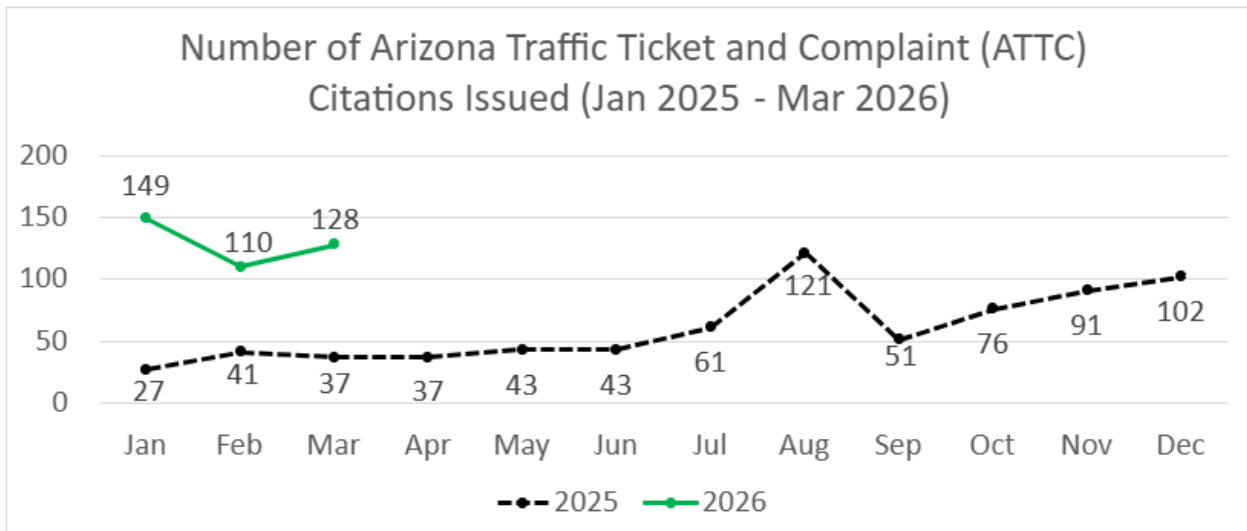
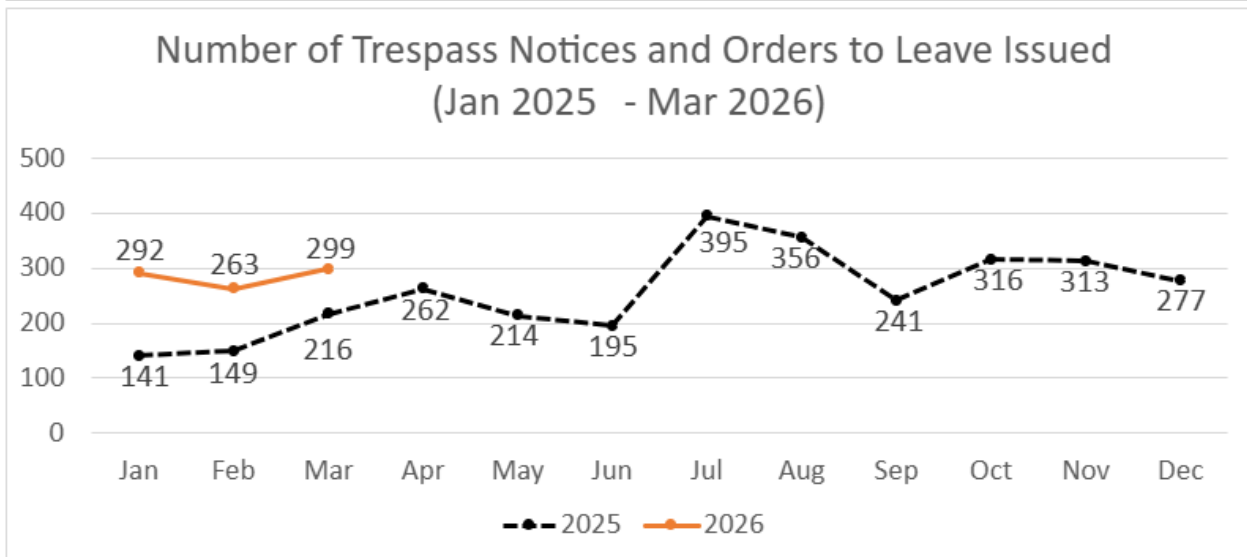
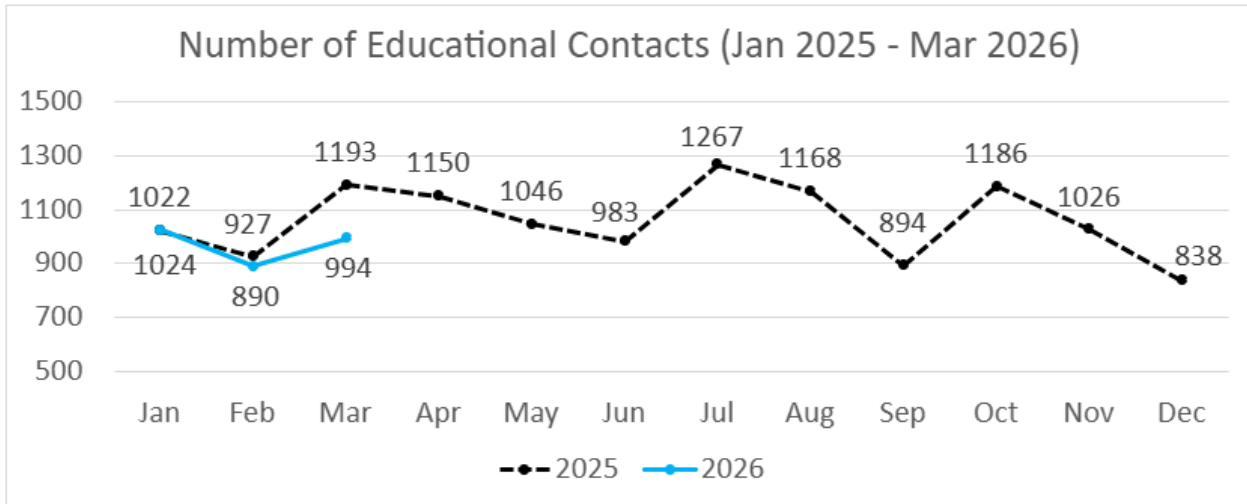
This report is for information and discussion.

Prepared by: Jarod Rogers, Deputy Director

Approved by: Brandie I. Barrett, Assistant Director

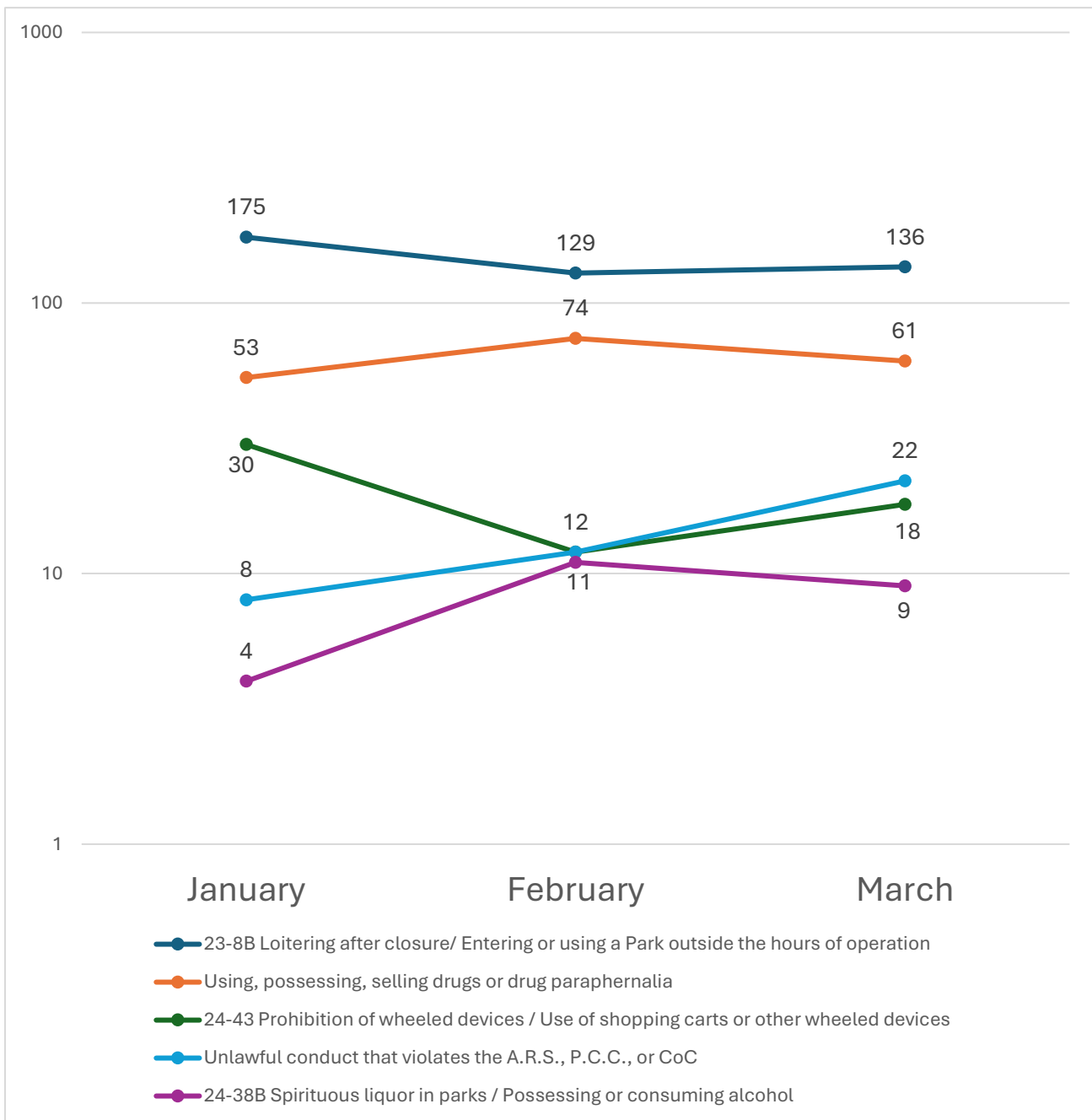
## Attachment

### Number of Educational Contacts, Trespasses, and Arizona Traffic Tickets and Complaints (ATTC) (2025-Mar 2026)



## Attachment B

### Top Five Violation Types Resulting in a Trespass, January to March 2026



Note: The vertical scale of the line graph is logarithmic to more clearly show values of the data.

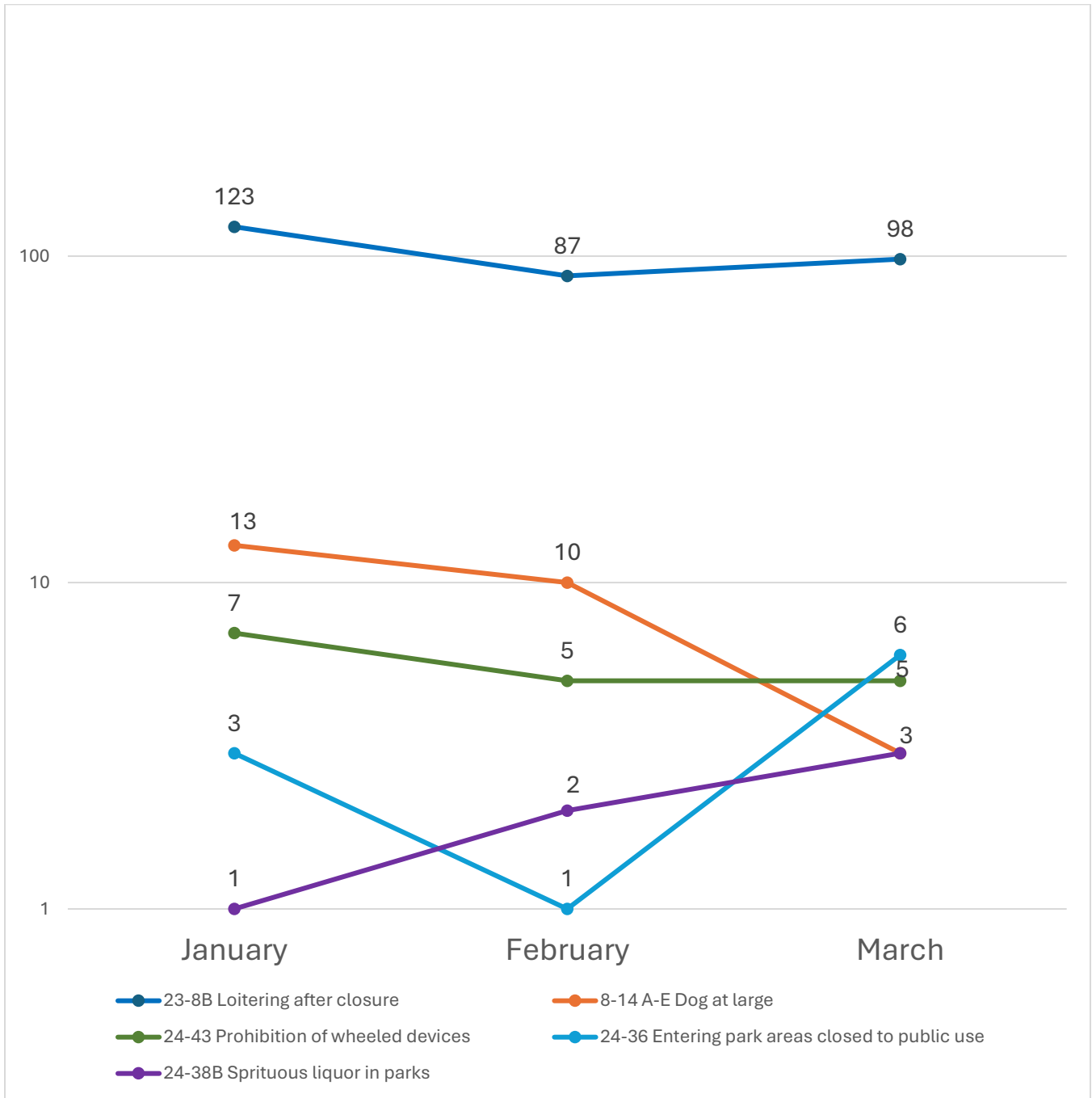
## Attachment C

### Top Five Violation Types Resulting in a Trespass, January to March 2026

<b>Violation</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Total</b>
23-8B Loitering after closure / Entering or using a park outside the hours of operation	175	129	136	440
Using, possessing, selling drugs or drug paraphernalia	53	74	61	188
24-43 Prohibition of wheeled devices / Use of shopping carts or other wheeled devices	30	12	18	60
Unlawful conduct that violates the A.R.S., P.C.C., or CoC	8	12	22	42
24-38B Spirituous liquor in parks / Possessing or consuming alcohol	4	11	9	24
Using amenities outside of their intended or approved purpose	5	6	6	17
8-14 A-E Dog at large	6	5	2	13
24-36 Entering park areas closed to public use	3	1	8	12
Smoking or vaping / 24-42 Smoking, starting fires	0	4	7	11
23-30 Camping	0	0	9	9
Bathing, sleeping, storing personal belongings, or doing laundry in restrooms or facilities	0	0	5	5
23-9 Obstructing streets, sidewalks, public grounds	0	2	2	4
Abusing or vandalizing a Park or amenities	3	0	1	4
Aggressive intimidation or harassment	1	2	1	4
23-48 Prohibited public activities (Urinating/defecating in public)	0	2	0	2
23-8 Loitering	0	0	2	2
24-39A Glass containers in parks	0	0	2	2
Order to leave; unlawful failure to comply	0	0	2	2
24-55 Obstructing parks guests or amenities	0	0	2	2
24-37 Vandalism in a park	1	0	1	2
Activities that may endanger self, others, wildlife, or Park property	1	0	0	1
24-40 Prohibition of commercial sales activities	1	0	0	1
24-51A – Driving Off Road in a City Park	1	0	0	1
24-52 Littering	0	1	1	2
8-7.02 Feeding pigeons	0	1	0	1
Unauthorized off-trail activity	0	1	0	1
24-48 (A-D) Water Activities	0	0	1	1
Endangering dogs	0	0	1	1
<b>Grand Total</b>	<b>292</b>	<b>263</b>	<b>299</b>	<b>854</b>

## Attachment D

### Top Five Violation Types that Resulted in an Arizona Traffic Ticket and Complaint January to March 2026



Note: The vertical scale of the line graph is logarithmic to more clearly show values of the data.

## Attachment E

### Violation Types that Resulted in an Arizona Traffic Ticket and Complaint January to March 2026

<b>Violation</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Total</b>
23-8B Loitering after closure	123	87	98	308
8-14 A-E Dog at large	13	10	3	26
24-43 Prohibition of wheeled devices	7	5	5	17
24-36 Entering park areas closed to public use	3	1	6	10
24-38B Spirituous liquor in parks	1	2	3	6
Using, possessing, selling drugs or drug paraphernalia	0	1	3	4
24-40 Prohibition of commercial sales activities	0	0	2	2
24-39A Glass containers in parks	0	0	2	2
24-52 Littering	0	1	1	2
23-48 Prohibited public activities (Urinating/defecating in public)	0	2	0	2
24-48 (A-D) Water Activities	0	0	1	1
24-37 Vandalism in a park	0	0	1	1
Unlawful conduct that violates the A.R.S., P.C.C., or CoC	0	1	0	1
<b>Grand Total</b>	<b>147</b>	<b>110</b>	<b>125</b>	<b>382</b>

## Attachment F

### Five Parks with Greatest Number of Violations Observed January 2025 to March 2026

Month	Park #1, Violations Observed	Park #2, Violations Observed	Park #3, Violations Observed	Park #4, Violations Observed	Park #5, Violations Observed
Mar 2026	Hance, 84	Little Canyon, 81	Coronado, 53	Encanto, 47	Cave Creek*, 46
Feb 2026	University, 76	Hance, 74	Encanto, 50	Cave Creek, 47	Desert West, 32
Jan 2026	Hance, 81	Chavez, 67	Little Canyon, 57	Cave Creek, 54	University, 47
Dec 2025	Hance, 72	Chavez, 58	Desert West, 55	University, 48	Washington, 45
Nov 2025	Encanto Park, 76	University, 75	Hance, 66	Hayden, 64	Little Canyon, 57
Oct 2025	Desert West, 139	Mariposa, 88	University, 81	Arcadia, 62	Hayden, 58
Sep 2025	Little Canyon, 64	Hance, 65	Encanto, 62	Madison, 47	University, 45
Aug 2025	Hance, 85	Hayden, 72	Cortez, 65	Cesar Chavez, 36	Central, 34
Jul 2025	Cortez, 77	Hance, 75	Cave Creek*, 67	Cesar Chavez, 65	Madison, 55
Jun 2025	Cave Creek*, 104	Hermoso, 84	Hance, 72	Maryvale, 60	Cortez, 57
May 2025	Hermoso, 68	Harmon, 55	Cave Creek*, 51	Civic Space, 45	Hayden, 39
Apr 2025	Cave Creek*, 136	Cortez, 93	Hance, 85	Little Canyon, 52	Madison, 49
Mar 2025	University, 75	Madison, 70	Encanto, 69	Cave Creek*, 61	Hance, 51
Feb 2025	Hance, 119	Little Canyon, 67	Civic Space, 54	Cave Creek*, 46	Encanto, 43
Jan 2025	Cave Creek*, 96	Little Canyon, 65	Hance, 60	Encanto, 53	Hermoso, 47

\*The Cave Creek Parks include 6 connected parks.



**To:** Parks and Recreation Board

**Date:** April 23, 2026

**From:** Martin Whitfield, Interim Director

**Subject:** 2026 Parks and Recreation Aquatics Season

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This report provides the Parks and Recreation Board with an update on the Parks and Recreation Department's 2026 Aquatics season.

**BACKGROUND**

Each year, the Parks and Recreation Department opens the aquatic season, providing access to swimming pools and swimming lessons for the community.

In 2025, City of Phoenix Pools welcomed more than 286,000 visitors to the aquatic facilities. The Parks and Recreation Department provided programming including over 2,100 swim lesson classes, recreational swim team, and AquaFit classes with over 13,000 participants.

Year	Number of Pool Facilities	Opened for 1 month only (June or July)	Opened entire summer	Access to public at one time	Total Open
2021	29	0	12	12	12
2022	29	0	14	14	14
2023	29	6	12	15	18
2024	24	2	16	17	18
2025	24	4	15	18*	20*
2026	24	0	23	24*	24*

\*Includes Telephone Pioneer that is operated by Ability 360

**DISCUSSION**

**Aquatics Season**

The 2026 pool season starts Saturday, May 23, 2026, Memorial Day weekend, through Sunday, July 26th, 2026, with select pools open through Labor Day, as denoted with an asterisk below. A total of 24 pools will open in 2026, with Ability 360 continuing operations of the pool at Telephone Pioneer Park.

Cielito	Maryvale*
Coronado	Mountain View
Cortez*	Paradise Valley*

David C. Uribe	Pecos*
Deer Valley	Eastlake*
Eastlake	Pierce
El Prado	Roadrunner
Encanto*	Roosevelt*
Falcon	Starlight
Harmon	Sunnyslope*
Hermoso	Washington
Madison	<i>Telephone Pioneer</i>

The following five pools will be repurposed into neighborhood splash pads as part of the voter-approved 2023 General Obligation Bond program, and are therefore closed: Alkire, Grant, Holiday, Marivue and University.

Staffing and Training

Preparation and recruitment efforts for the 2026 aquatics season began in March 2025, with enhanced training for Assistant Managers and Pool Managers, followed by ongoing Lifeguard certification courses from August 2025 to April 2026 to encourage individuals to complete the course early in anticipation of working the following summer. The Department continues to utilize a variety of methods to promote job opportunities for Cashiers, Lifeguards, Swim Lesson Instructors, Assistant Pool Managers and Pool Managers. Recruiting methods include visiting high schools with direct student interactions during lunch hours, physical education classes, career fairs, swim and dive teams, as well as other sporting events. Staff also distribute information to colleges through job fairs, participation at community events and through social media. To support recruitment efforts, the Department offers hiring and retention incentives ranging from \$250 to \$2,250, depending on the position. These incentives have been effective in attracting both returning staff and new candidates. While the Department has seen positive results from recent recruitment efforts, staffing and programming offered at pools is dependent on the ability to successfully hire staff.

The attempts to enhance recruitment efforts for these critical positions have proved successful for the Department. These efforts included hosting 11 additional training sessions in 2025 for Assistant Pool Managers to better prepare them for opportunities for advancement in 2026. In addition, staff continued the hands-on Accelerated Assistant Manager Training program by identifying and training swim instructors interested in promoting to the assistant manager position for the 2026 season.

To further build the talent pipeline, the Department will continue implementing a structured Head Lifeguard program to provide leadership development opportunities for second and third-year employees. This initiative is designed to prepare staff for future promotion into the Assistant Pool Manager role. In addition, newly hired Assistant Pool Managers undergo extensive training throughout the spring in preparation for pool openings.

The Department will continue to utilize the Shallow Water Lifeguard position in 2026. Introduced in 2023, this role was created to support individuals interested in lifeguarding whose swimming skills do not yet meet the requirements for deep water certification. Previously, these candidates were ineligible to enroll in certification courses. The Shallow Water Lifeguard certification allows participants to qualify in pools with a

maximum depth of four feet, offering them an opportunity to develop their skills while gaining valuable experience and training.

The Department also engaged 2025 aquatics employees in off-season events such as Fall-O-Ween, Trunk-or-Treat, APS Electric Light Parade, and Polar Plunge. These retention opportunities helped build enthusiasm for the job while promoting aquatics programming and employment opportunities.

### Programming

The Department continues to restore aquatic programming, offering youth swim lessons at all open pools, adult swim lessons, water exercise, and recreation swim teams at select pools. Youth swimming lessons are for participants aged six months to 12 years of age and will be held June 1st through July 23rd. Each session consists of eight, 30-minute classes. Due to the Department's commitment to ensure programs are affordable and accessible to everyone, each session is \$15, which equates to \$1.88 per class. These prices are the lowest in comparison to other nearby municipalities. Also, thanks to a donation of \$20,000 from the Arizona Diamondbacks and Presidential Pools, over 1,600 swim lesson spaces across all open pools will be discounted to \$3 and will be available on a first-come, first-served basis.

Of the 24 open pools this summer, 20 will be designated Kool Kids pools that allow kids 17 years and younger to swim for free. Kool Kids donations this year include \$65,797 from the Milwaukee Brewers. Admission for open swim at non-Kool Kids locations is \$1 for kids. At all pools admissions are \$1 for seniors and \$3 for adults.

Registration for June swimming lessons, water exercise classes, and swim team opens on April 23, 2026; and registration for July swim lessons and water exercise classes will begin on June 13, 2026. Registration will be ongoing throughout the summer as space is available.

### RECOMMENDATION

This report is for information and discussion only.

Prepared by: Greg Leicht, Deputy Director

Approved by: Todd Shackelford, Assistant Director



**To:** Parks and Recreation Board

**Date:** April 23, 2026

**From:** Martin Whitfield, Interim Director

**Subject:** NCAA LEGACY AWARD WINNERS

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This report provides the Parks and Recreation Board (Board) with an update on the NCAA Legacy Award Winners.

### BACKGROUND

The NCAA and the Phoenix Local Organizing Committee selected Washington Park as the signature site for the 2026 NCAA Legacy Restoration Project presented by Dove. The Legacy Project aims to make a lasting impact in championship host communities by restoring and revitalizing facilities and creating safe, functional and attractive spaces for sports, wellness and recreational activities.

Washington Park, located at 6655 N. 23rd Avenue, is a 54-acre regional park that includes a pool, tennis center, outdoor basketball court, athletic fields, dog park, playground and a challenge fitness course. It is also home to the Washington Activity Center, a multigenerational community center that features a multipurpose room, special interest classrooms, teen room, dance room, fitness room and gymnasium.

### DISCUSSION

The City of Phoenix is proud that the Washington Activity Center was selected as the 2026 NCAA Legacy Project site after a yearlong process that included tours of several community centers and engagement sessions with local youth and neighborhood leaders before the final decision on September 25, 2025. The project delivered a full restoration of key program spaces with improvements such as a refurbished indoor gymnasium court, new wall pads, new bleachers, new scoreboards and hoops, fresh interior paint, a new computer room, a converted teen room and a literacy lounge. Outdoor upgrades included resurfacing the basketball court and installing new basketball standards. The center also received donated items including furniture, a ping pong table, a pop shot game, gaming consoles, Dove products and an original commissioned art piece to enhance the overall experience for the community.

A new community mural was also commissioned for the south wall of the gymnasium building. This artwork celebrates and honors the cultural heritage of the surrounding neighborhood while highlighting women in sports. The mural was developed in collaboration with local artist Martin Moreno and community residents.

The NCAA and Unilever, the parent company of Dove, hosted a Legacy site dedication ceremony at Washington Activity Center on April 1, 2026. Governor Katie Hobbs, Mayor Kate Gallego, NCAA Vice President of Women's Basketball Lynn Holtzman and Arizona State University Women's Basketball Head Coach Molly Miller attended along with several ASU women's players who took the inaugural first shots in the new hoops. Later that day, Council District 5 held a mural unveiling in partnership with the Washington Park Neighborhood Association. Attendees included Councilwoman Betty Guardado, retired Bishop Thomas Olmstead, muralist Martin Moreno and many community members.

Several major community focused events also accompanied the Women's Final Four. One of the largest was the free Women's Final Four Super Saturday Concert at Margaret T. Hance Park on April 4, 2026. The concert featured Grammy winning R&B singer Kehlani along with interactive activities and family friendly entertainment.

Another highlight was the Women's Final Four Bounce event on April 4. This free event began at Heritage Square and Science Center Park and invited participants ages 18 and under to dribble a one-mile route through downtown Phoenix. Each participant received a one-of-a-kind NCAA Women's Final Four Wilson basketball and a branded t shirt. Together, the Bounce event and the Super Saturday Concert captured the excitement and community spirit surrounding the Final Four weekend.

## RECOMMENDATION

This report is for information and discussion only.

Prepared by: Bob Adams, Deputy Director  
Approved by: Todd Shackelford, Assistant Director