



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, September 13, 2021
6:00 PM

Mayor
Georgia Lord

Vice Mayor
Brannon Hampton

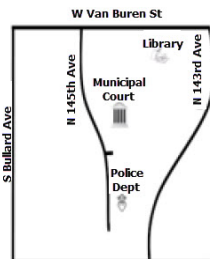
Councilmember
Joe Pizzillo

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino



CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

Please complete a speaker card and submit it to the City Clerk prior to the meeting being convened, if possible. Each speaker is limited to three (3) minutes. Once the City Clerk has called your name, step up to the lectern and begin by clearly stating your name for the record and whether you are a Goodyear resident.

NON-AGENDA ITEMS

Members of the public may address the City Council regarding any non-agenda item within the jurisdiction of the City Council. The City Council will listen to comments and may take any of the following actions:

- Respond to criticism.
- Request that staff investigate and report on the matter.
- Request that the matter be scheduled on a future agenda.

AGENDA ITEMS

Members of the public may address the City Council regarding any item on the Consent, Public Hearing and/or Business portions of the agenda. Each speaker's name will be called in turn once the item has been reached and after City staff have completed their presentation.

PROCEDURES

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters. Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No.2018-1879



City Clerk's Office: 190 N. Litchfield Rd, Goodyear, AZ 85338 (623) 882-7830
www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: <https://www.facebook.com/goodyearazgov/videos>

CALL TO ORDER**PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER PIZZILLO****ROLL CALL****CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR****CONSENT****1. APPROVAL OF MINUTES****Recommendation**

Approve the draft minutes from the Regular Meeting held on August 30, 2021. (Darcie McCracken, City Clerk)

2. EXPENDITURE FOR THE PURCHASE OF TASERS, BODY WORN CAMERAS, AND ASSOCIATED TECHNOLOGY**Recommendation**

Approve the expenditure of funds for the purchase of upgraded tasers and body worn camera devices and associated technology. (Greg Garner, Police Lieutenant)

3. APPROVE EXPENDITURE OF FUNDS UP TO \$2,030,000 FOR LITCHFIELD ROAD WATERLINE AND RELATED BUDGET TRANSFERS**Recommendation**

Approve expenditure of funds up to \$2,030,000 for construction of new water main in Litchfield Road between Yuma Road and Van Buren Street (project 60045) and related budget transfers. (Barbara Chappell, Deputy Public Works Director)

4. INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR SCHOOL RESOURCE OFFICER SERVICES AT DESERT EDGE HIGH SCHOOL**Recommendation**

Authorize the City Manager or designee to execute the Intergovernmental Agreement (IGA) between Agua Fria Union High School District No. 216 and the City of Goodyear to provide SRO services to the District at Desert Edge High School. (Santiago Rodriguez, Chief of Police)

5. INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR SCHOOL RESOURCE OFFICER SERVICES FOR MILLENNIUM HIGH SCHOOL**Recommendation**

Authorize the City Manager or designee to execute the Intergovernmental Agreement (IGA) between Agua Fria Union High School District No. 216 and the City of Goodyear to provide SRO services to the District at Millennium High School. (Santiago Rodriguez, Chief of Police)

6. **ARIZONA OFFICE OF TOURISM, MARICOPA COUNTY PROP 302 MARKETING PROGRAM**

Recommendation

Affirm the City of Goodyear is the designated DMO (Destination Marketing Organization) and authorize the City Manager (or designee) as signatory of the official affidavit for the Arizona Office of Tourism (AOT), which is required annually to participate in the Prop 302 program. (Debbie Diveney, Assistant General Manager of Marketing)

7. **FINAL PLAT OF ESTRELLA PARCEL 11.H**

Recommendation

Approve the Final Plat of Estrella Parcel 11.H, subject to stipulations. (Katie Wilken, Planning Manager)

8. **MAP OF DEDICATION FOR SOUTH SENDERO DRIVE PHASE 2**

Recommendation

Approve the Map of Dedication for South Sendero Drive - Phase 2, subject to stipulations. (Katie Wilken, Planning Manager)

BUSINESS

9. **REVISE BUDGET RECOMMENDATION FOR COMPENSATION**

Recommendation

Approve the revised budget recommendation. (Julie Karins, City Manager)

INFORMATION ITEMS

Comments, commendations, report on current events and presentations by Mayor, Councilmembers, staff or members of the public. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. § 38-431.02.

1. Reports from the Mayor and City Council

a. This may include current events and activities as well as requests for information or future agenda items.

2. Report from the City Manager

a. This may include updates from events, staff summary, update of legislative issues, clarification on items being requested by City Council and Manager's update on Council Related Matters.

FUTURE MEETINGS

ADJOURNMENT

THE CITY OF GOODYEAR ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (623) 882-7830 or Arizona Relay (TDD) 7-1-1 to request an accommodation to participate in this public meeting.

LA CIUDAD DE GOODYEAR PROCURA HACER TODA JUNTA PUBLICA ACCESIBLE A PERSONAS CON DISCAPACIDADES. Con un aviso de 48 horas por adelantado se puede proveer asistencia especial a personas con discapacidades visuales o auditivas durante la junta. Se harán adaptaciones razonables con previa solicitud para personas con discapacidades o para residentes que no hablan inglés. Favor de llamar a la Secretaria Municipal al (623) 882-7830 o Retransmisión de Arizona (TDD) 7-1-1 para solicitar adaptaciones para participar en la junta pública.

POSTING VERIFICATION

This agenda was posted on September 8, 2021 at 5:03 p.m. by GM.

ITEM #: 1.
DATE: 09/13/2021
AI #:382



APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meeting held on August 30, 2021. (Darcie McCracken, City Clerk)

Attachments

August 30, 2021 Draft Regular Meeting Minutes

City Council Regular Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338



Monday, August 30, 2021

6:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Lord called the Regular Meeting to order at 6:16 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL

ROLL CALL

Present: **Mayor Georgia Lord; Vice Mayor Brannon Hampton; Councilmember Joe Pizzillo; Councilmember Sheri Lauritano; Councilmember Wally Campbell; Councilmember Bill Stipp; Councilmember Laura Kaino**

Staff Present: City Manager Julie Karins; City Attorney Roric Massey; City Clerk Darcie McCracken

COMMUNICATIONS

1. Council will receive an update on the activities and achievements of the Goodyear Youth Commission during FY2021. (John Raeder, Assistant to the Council)

Assistant to the City Council John Raeder provided an update on the Fiscal Year 2021 activities and achievements of the Goodyear Youth Commission (Commission). Mr. Raeder presented a video that the Commission created to raise awareness about wearing masks.

Youth Commission Chair Victoria Lauritano reviewed what she learned from participating on the Commission and what the Commission had accomplished and its upcoming goals. Youth Commission Vice Chair Raymond Gue spoke about his experiences on the Commission and how he learned the importance and value of serving the community.

Council thanked the Commission for their participation and work they do for the community.

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Wally Campbell, SECONDED BY Vice Mayor Brannon Hampton to APPROVE Consent Agenda Items 2 through 8. The motion carried by the following vote:

AYE: **Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino**

Passed - Unanimously

2. **APPROVAL OF MINUTES**

Recommendation

Approve the draft minutes from the Regular and Special Meetings held on August 23, 2021. (Darcie McCracken, City Clerk)

3. **AGREEMENT (IGA) WITH THE GILA RIVER INDIAN COMMUNITY**

Recommendation

Authorize the City Manager or designee to execute all documents necessary to enter into a mutual-aid agreement for fire, medical emergencies, and rescue services between the Goodyear Fire Department and Gila River Indian Community. (Paul Luizzi, Fire Chief)

4. **APPLICATION FOR A LOCATION/OWNER TRANSFER OF A SERIES 09 (LIQUOR STORE) LIQUOR LICENSE AND SAMPLING PRIVILEGES FOR TOTAL WINE & MORE #1008**

Recommendation

Recommend to the Arizona Department of Liquor Licenses and Control (DLLC) approval of Application No. 153511, a request from Ryan Witner Anderson, applicant/agent for Arizona Fine Wine and Spirits LLC doing business as Total Wine & More, for a Location/Owner Transfer of a Series 09 liquor license and sampling privileges, No. 09070522, located at 1416 N Litchfield Rd., Goodyear, Arizona (Generally located in the plaza southwest of Litchfield Road and McDowell Road). (Darcie McCracken, City Clerk)

5. **APPOINT MEMBERS TO THE COUNCIL COMPENSATION COMMITTEE AND ADOPT THE AMENDED BY-LAWS**

Recommendation

Approve the appointments to the Council Compensation Committee and adopt the amended by-laws. (Darcie McCracken, City Clerk)

6. **APPROVE EXPENDITURE OF FUNDS UP TO \$711,138.77 FOR HAIL DAMAGE ROOF REPAIRS AT THE BALLPARK AND DEVELOPMENT COMPLEXES AND RELATED BUDGET TRANSFERS**

Recommendation

Approve expenditure of funds up to the amount of \$711,138.77 for hail damage roof repairs at the Ballpark and Development Complexes and related budget transfers. (Martin Hussey, Facilities Superintendent; Willy Elizondo, Risk & Safety Coordinator)

7. **ACCEPTANCE OF EASEMENTS FOR ESTRELLA PARCEL 9.28**

Recommendation

Accept the Wastewater Line and Access Facilities Easement, two Public Utility and Sidewalk Easements, a Permanent Drainage Easement Agreement, and two Temporary Drainage Easement Agreements from NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

8. **ACCEPTANCE OF PERMANENT DRAINAGE EASEMENT AND RESTRICTIVE COVENANT AGREEMENT FOR THE LAKIN PARK DEVELOPMENT**

Recommendation

Accept a Permanent Drainage Easement and Restrictive Covenant Agreement from W/C Lakin 1B VIII, LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

BUSINESS

9. **ESTRELLA PARKWAY AND ESTRELLA FOOTHILLS HIGH SCHOOL TRAFFIC SIGNAL**

City Traffic Engineer Hugh Bigalk presented a request to approve the construction of a traffic signal at the intersection of Estrella Parkway and Estrella Foothills High School. Mr. Bigalk reviewed the project details noting that the project would begin in September 2021 with a construction budget of \$865,000.

Council inquired if a School Resource Officer could monitor the morning traffic as it seemed that traffic at the intersection had gotten worse.

Council asked why it would take five months to install the signal. Mr. Bigalk replied that one of the reasons was the production of the signal structure as the City did not have the signals in stock and there was only one manufacturer who did not produce the pole until it was ordered.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Laura Kaino to APPROVE expenditure of funds in the amount of \$865,000 for the construction of a traffic signal at the intersection of Estrella Parkway & Estrella Foothills High School. The motion carried by the following vote:

AYE: **Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino**

Passed - Unanimously

10. **MAP OF DEDICATION FOR VAN BUREN STREET – WEST OF BULLARD AVENUE**

Development Services Director Christopher Baker presented a request to approve the Map of Dedication for Van Buren Street, west of Bullard Avenue. Mr. Baker explained that the purpose of the request was to receive, from the developer, an additional dedication of right-of-way to complete the right-of-way width on the north side of Van Buren Street to support the construction of necessary offsite infrastructure improvements for Cabana on Bullard.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to APPROVE the Map of Dedication for Van Buren Street – West of Bullard Avenue, subject to stipulations. The motion carried by the following vote:

AYE: **Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino**

Passed - Unanimously

11. **MEMORANDUM OF UNDERSTANDING TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY AMONG VARIOUS PARTICIPATING ENTITIES, SALT RIVER VALLEY WATER USERS' ASSOCIATION, AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

Water Resources and Sustainability Manager Gretchen Erwin presented a request to authorize the execution of a Memorandum of Understanding with Salt River Project (SRP) and other entities on the Feasibility Study to modify Bartlett Dam on the Verde River. Ms. Erwin provided the background on why this was relevant to the City of Goodyear. She explained that a Verde Reservoir Sediment Mitigation Study would be performed to address sedimentation issues. She relayed that approximately 1,000 acre/feet per year was lost due to sedimentation. The loss of capacity has created some concern about SRPs ability to meet customer's future needs.

Ms. Erwin reviewed the alternatives that were identified from the study and how users would benefit from the modifications at the Bartlett Dam. She explained that the modification to the dam was an interesting opportunity for the City of Goodyear because of its existing partnership with SRP and the city already having the infrastructure built that delivered water from the SRP canals to the surface water treatment plant.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Laura Kaino to AUTHORIZE the City Manager or her designee to take any and all actions to execute the Memorandum of Understanding to Support the Bartlett Dam Modification Feasibility Study among various participating entities, Salt River Valley Water Users' Association, and Salt River Project Agricultural Improvement and Power District. The motion carried by the following vote:

AYE: **Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino**

Passed - Unanimously

INFORMATION ITEMS

City Manager Julie Karins reminded everyone that city offices would be closed on Monday, September 6 in observance of Labor Day.

Council inquired about traffic monitoring at drop off and pick up times for multiple school locations throughout the city.

FUTURE MEETINGS

September 13, 2021	Work Session	5:00 p.m.
September 13, 2021	Regular Meeting	6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Regular Meeting at 7:01 p.m.

Darcie McCracken, City Clerk

Georgia Lord, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on August 30, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 2.
DATE: 09/13/2021
AI #:396



CITY COUNCIL ACTION REPORT

SUBJECT: EXPENDITURE FOR THE PURCHASE OF TASERS, BODY WORN CAMERAS, AND ASSOCIATED TECHNOLOGY

STAFF PRESENTER(S): Greg Garner, Police Lieutenant

SUMMARY

Approve the expenditure of funds for the purchase of upgraded tasers, body worn camera devices and associated technology.

Recommendation

Approve the expenditure of funds for the purchase of upgraded tasers and body worn camera devices and associated technology. (Greg Garner, Police Lieutenant)

FISCAL IMPACT

The total purchase commitment for the updated tasers, body worn cameras, and associated technology for FY2022 budget is \$754,144.73. The Goodyear Police Department received approval for FY2022 supplemental funding in the amount of \$471,700. The additional \$282,444.73 will be funded through the Department's ongoing base budget for the taser and body worn camera program. The Department received a quote for a supplemental for Axon Body Cameras and Tasers in the summer of 2020. At the time the Department had 114 body cameras and Tasers for the officers. Since that time the Department has increased the number of body camera's and Tasers to 140 which caused an increase in the total contract dollar amount. The vendor also had a price increase in January 2021 which contributes to the increase in budget need.

BACKGROUND AND PREVIOUS ACTIONS

In 2016 the Goodyear Police Department made the decision to implement body cameras for its officers. The city procured equipment under the City of Tempe contract with Taser International, Inc awarded by Tempe City Council on September 24, 2015. The original five-year contract was for seventy-six cameras, support equipment and storage. Tasers, which have been in use in the department prior to 2000, are implemented as an additional form of less lethal force and body worn cameras document officer interactions. In addition to the physical equipment, the video from the cameras is uploaded to the vendor's cloud storage, Evidence.com for retrieval when necessary. In addition to the body camera footage, officers use Evidence.com to upload pictures and videos captured during an investigation while they are in the field.

STAFF ANALYSIS

The Goodyear Police Department received the body camera equipment in 2016 and implemented the equipment including training and policies. The contract between the City of Goodyear and the current vendor supplies the City of Goodyear Police Department with equipment that is needed to protect themselves and document with video evidence all interactions with the public. This expenditure allows for the purchase of upgraded tasers and body camera devices and associated technology. The expenditure of funds for this purchase will ensure that officers can continue to use an updated and advanced version of current equipment.

ITEM #: 3.
DATE: 09/13/2021
AI #:407



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE EXPENDITURE OF FUNDS UP TO \$2,030,000 FOR LITCHFIELD ROAD WATERLINE AND RELATED BUDGET TRANSFERS

STAFF PRESENTER(S): Barbara Chappell, Deputy Public Works Director

OTHER PRESENTER(S):

Lisa Melton, Senior Project Manager

SUMMARY

Request City Council to approve the expenditure of \$2,030,000 for construction of a new growth related waterline on Litchfield Rd identified in the 2016 Integrated Water Master Plan (IWMP).

Recommendation

Approve expenditure of funds up to \$2,030,000 for construction of new water main in Litchfield Road between Yuma Road and Van Buren Street (project 60045) and related budget transfers. (Barbara Chappell, Deputy Public Works Director)

FISCAL IMPACT

The WPA2 16" Water Main Project (60045) has been funded for a total project cost of \$2,015,000 utilizing Development impact Fees and water operating funds. The project budget includes expenditures for design and the purchase of long lead time items that have already occurred. This action will authorize an increase in the total project budget of \$425,000 required due to rising construction costs and it will authorize the expenditure of all budgeted funds in the FY2022 budget to be used for the construction phase of the project.

BACKGROUND AND PREVIOUS ACTIONS

Per City of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of \$500,000 must obtain Council approval.

STAFF ANALYSIS

This project is necessary to support growth along the Litchfield Road corridor. The water line was identified in the 2016 IWMP as infrastructure that needed to be built to support the water delivery demands of the area south of MC85. Due to increasing material costs and development in the corridor, the project now requires additional funding. The design phase of this project is scheduled for completion in September 2021 and the construction phase of the project is scheduled to begin in October 2021.

ITEM #: 4.
DATE: 09/13/2021
AI #:468



CITY COUNCIL ACTION REPORT

**SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA
UNION HIGH SCHOOL DISTRICT NO. 216 FOR SCHOOL
RESOURCE OFFICER SERVICES AT DESERT EDGE HIGH
SCHOOL**

STAFF PRESENTER(S): Santiago Rodriguez, Chief of Police

SUMMARY

City of Goodyear to provide school resource officer (SRO) services at Desert Edge High School.

Recommendation

Authorize the City Manager or designee to execute the Intergovernmental Agreement (IGA) between Agua Fria Union High School District No. 216 and the City of Goodyear to provide SRO services to the District at Desert Edge High School. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

During the school year, the SRO's salary will be funded 50% from the District's operating budget, excluding holidays, breaks and summer vacations. The Police Department FY2022 General Fund budget includes the full cost of the SRO program and positions and the revenue from the school district is recorded into the General Fund.

BACKGROUND AND PREVIOUS ACTIONS

The Agua Fria Union High School District has funds available in which they have agreed to pay for 50% of the costs associated with SRO Services for the 10-month period covering the school year. The City will pay 100% of the costs during the summer break and school observed holidays or vacations during which time the resource officer will perform City-related duties.

An SRO's presence on campus builds trust between the students and school administrators and acts as a deterrent to potential crime. Not only do the SRO's provide valuable law enforcement education, but SROs also act as a positive role model and mentor while providing a safe learning environment for the staff and students.

STAFF ANALYSIS

Many communities seek the help of law enforcement to promote school safety. The Agua Fria Union High School District funding will act as a supplement to the officer's salary and the District will reimburse the city monthly for the SRO services. The Police Chief will have sole discretion if the SRO is temporarily reassigned to other duties during school times as needed.

It is recommended that the City Manager or designee execute the IGA between Agua Fria Union High School District No. 216 and the City of Goodyear for SRO services at Desert Edge High School.

Attachments

Exhibit A: School Resource Officer Policy

Agua Fria School District No. 216 IGA



**GOODYEAR POLICE
DEPARTMENT**
Commitment to Excellence

Policy and Procedure Manual

**POLICY 3.63
SCHOOL RESOURCE OFFICER UNIT**

Effective:
09/18/2020

Replaces:
01/13/2013

Approved:
Santiago Rodriguez

1. PURPOSE AND SCOPE

1. It is the policy of the Goodyear Police Department to maintain a School Resource Officer (SRO) Unit. The success of the program depends upon the respect and confidence developed with students, parents and staff. Fundamental to building trust on campus is the fair and equitable treatment of all individuals. Whether student, parent or staff, all persons must be treated with dignity and respect.

2. SCHOOL RESOURCE OFFICERS' MISSION STATEMENT

1. To enhance a safe atmosphere in community schools, foster a positive relationship with community youth, and develop strategies to resolve problems affecting youth.

3. GOALS AND OBJECTIVES

1. The Goodyear Police Department's SRO Unit intends to provide law enforcement services and law-related education to the high schools within the City of Goodyear. The unit members also act as liaisons between the schools, the community and the Police Department, as well as various agencies such as the Department of Child Safety, , the Juvenile Probation Department, and other intervention and counseling resources.
2. The goals and objectives of the SRO Unit are:
 - A. To keep school campuses safe, so that teachers can teach and students can learn.
 - B. Provide students with a positive role model through the exhibition of Department and City core values.
 - C. Interact with students in a setting that builds self-esteem and trust and reinforces the police as role models.
 - D. Interact with students, faculty, community, parents, and civic leaders to promote positive relations.
 - E. Provide a classroom resource for instruction. Educate students about the law and the importance of individual responsibility as well as teambuilding and cooperation within the community.
 - F. Serve as a resource for the students, teachers, and parents. Serve as a primary resource to students who are victims and suspects of unlawful or harmful activity in order to deter and protect them from further harm.
 - G. Partner with the faculty and administrative team to teach the importance of good safety practices through various educational programs.
 - H. Provide an active law enforcement figure on campus to deal with any law and safety/public order issues and take appropriate enforcement action when necessary.

4. AUTHORITY

1. As a law enforcement officer, the SRO is responsible to the Chief of Police through a supervisory chain of command and is subject to Department Policies and Procedures. As an employee of the Goodyear Police Department, the chain of command begins with their Sergeant and progresses to the Chief of Police.
 - A. The Goodyear Police Department recognizes and respects the authority of the principal, and his or her designee, to be the primary leader and manager of the school campus. The SRO, however, has the authority and responsibility to ensure proper decisions are made in reference to crimes, crime scenes, and any incidents that pose a serious threat to public safety.
 - B. During any law enforcement-related event on a school campus, the SRO will consult the principal or designee in the law enforcement decisions being made to resolve the incident, when feasible. During

any law enforcement related event, it may become necessary for the SRO to temporarily take charge of the incident and or school campus to protect the integrity of the investigation and/or crime scene, and ensure the safety of the students and staff, until properly relieved.

2. All Goodyear Police Department SROs will be sworn peace officers. As such, the SROs possess the same authority and powers of arrest as any other state or local law enforcement official regardless of whether they are on or off school property.
 - A. When performing the duties of a police officer in the school environment, the officer shall have an understanding of the administrative responsibilities the school has in resolving misbehavior.
 - B. The SRO will be familiar with the student handbook of their respective school.
 - C. They will also support the concept that teachers have the right to teach and students have the right to learn.
 - D. In dealing with misconduct and disruptive behavior, the SRO is mindful of the fact that respect for others is an extension of one's own self-respect.
 - E. Conduct with students should be of a quality that reinforces positive self-image, self-esteem, and professionalism.

5. THE PROGRAM

1. TRIAD CONCEPT

- A. As a role model, the SRO is compelled to always present themselves in a professional manner. Through their appearance and actions, the SRO leads by example through their day-to-day contact with students, parents and staff members. They treat everyone in a manner that is respectful, fair and consistent regardless of race, national origin, citizenship, religion, ethnicity, age, gender, sexual orientation, or socio-economic status.
- B. The following outline is a guide that reflects the "philosophy" of the Goodyear Police Department's SRO Unit. The program is based on the premise that the SRO serves the following basic functions from the "Triad Concept" supported by the National Association of School Resource Officers (NASRO):
 1. Law Enforcement Officer: The SRO's primary role on campus is that of a law enforcement officer. They will enforce all applicable laws in a fair and consistent manner. As a general rule, SROs will not get involved with the enforcement of school rule violations unless there is a violation of State law, as well.
 2. The SRO will conduct investigations for all crimes that occur on their designated school campus.
 3. The SRO, when available, will assist in conducting investigations for other crimes off campus that may have a direct effect on a student or the school community.
 4. The SRO, when available, will be the "case officer" for crimes committed at their designated school.
 5. When necessary, the SRO may arrest, detain and or hold suspects in-custody as prescribed by law and Department policy.
 6. Some serious crimes require specialized expertise or logistical support to investigate. Under these circumstances, an appropriate detective will be assigned as the case officer. The SRO will then assist the detective, and function as the liaison between the victim, the school staff, and the Police Department.
 7. The SRO can address parking and traffic concerns that affect the school and surrounding community.
 8. The SRO may conduct and or coordinate traffic enforcement details to encourage compliance with State and local traffic laws.
 9. The SRO will coordinate with school staff to promote crime prevention programs and enhance the police/community relationship with the surrounding neighborhoods. This may be accomplished through foot and vehicle patrol of the school grounds and adjacent areas.

"Commitment to Excellence"

10. The SRO will work with the high schools to address truancy issues. High schools participate in a truancy prevention program called "Courts Unified Truancy Suppression" (CUTS).
 - C. Teacher: As a teacher, the SRO can present a diverse curriculum in the area of Law-Related Education (LRE) to the students, parents and the staff. LRE includes classes in the areas of personal safety, wellness, and criminal and traffic law.
 - D. Counselor: As a counselor, the SRO can act as an advisor, mentor and mediator to students, parents and staff. They use their professional experience to counsel and educate people on law-related issues. When a higher level of expertise is required, the SRO can refer the person seeking aid or guidance to the appropriate agency or resource.
2. SRO DUTIES AND RESPONSIBILITIES
 - A. The following are the primary duties and responsibilities of the SROs:
 1. Conduct classroom instruction, utilizing approved lesson plans, on prevention and education in appropriate subjects to high school students, faculty, and staff, in accordance with the SRO and Department mission statements,.
 2. Take appropriate action for any on-sight situations requiring police attention.
 3. Act as a liaison and resource between the law enforcement community, other governmental agencies and the school.
 4. Interact with students to promote and reinforce the development of basic life skills and personal control and responsibility for one's actions.
 5. Conduct investigations involving school or students.
 6. The SRO may participate in parent conferences, especially when potential delinquency is a factor. The SRO may have input into intervention and preventive strategies and community resources available.
 7. Participate in special assignments related to Departmental activities such as the point of contact for major events.
 8. Inform the school administration of current student criminal involvement and criminal trends that affect the safe environment of the school, as needed. It is also recommended that the SRO maintain a relationship with the assigned Juvenile Probation Officer for their school, and obtain a list of juvenile probationers.
 9. Perform preventive patrol for students in route to and from school. Attention will be directed to observations pertinent to the safety and well-being of children.
 10. Interact with uniform patrol in order to share information and work together on matters of mutual concern.
 11. Attend special events as necessary to interact and prevent problems.
 12. Participate in various Department-sponsored and endorsed activities that foster a positive relationship between the students and the SRO.
 13. Maintain contact with the SRO Supervisor in order to facilitate administrative needs.
 14. Attend scheduled meetings of all assigned SROs that may be established by the supervisors for information exchange and resolution of special problems.
 15. Attend monthly SRO meetings with the SRO Supervisor. These will be held on the school campuses and will rotate each month.

6. SCHOOL ENFORCEMENT

1. SEARCHES
 - A. The SRO must follow Departmental Policy and respect the School's policy in conducting searches. The rules of criminal evidence apply in school exactly the same as they apply in other circumstances.
 1. The school administration cannot be used as an agent to search a student's locker.

"Commitment to Excellence"

2. The school administrator has the authority to search a locker prior to police knowing a crime has been committed. Once the SRO is aware of the criminal situation, the SRO must brief the SRO Supervisor and obtain a search warrant for a student's locker.
 3. Unless EXIGENT CIRCUMSTANCES EXIST, or you have CONSENT, get a warrant.
2. CRITERIA FOR EMERGENCY / NON-EMERGENCY CALLS
- A. These criteria are designed as a guide. In most cases, the SRO will take disposition of a call for service on their designated campus.
 - B. For all situations that require immediate police response, schools should call 9 1 1 and then call their designated SRO. Listed below are some examples of situations that require an immediate police response:
 1. Immediate life-threatening emergency
 2. Large or serious fight in progress
 3. Unruly crowds
 4. Disruptive parent who will not leave or calm down
 5. Bomb threats
 6. Child abuse (in progress and welfare of child)
 7. Crime in progress where the protection of evidence is essential, or the apprehension of the violator is possible
 8. Safety hazards (i.e., chlorine, natural gas leaks)
 - C. For those situations that require police services but do not require an immediate response, the school should call the SRO assigned to the school. If the SRO is not able to respond, the school should call for an on-duty patrol officer. Listed below are some examples of situations:
 1. Students who are found to be in possession of illegal contraband or drugs, and the item has been confiscated (contraband must be placed into evidence the same day)
 2. Mandatory Reporting Law (A.R.S. 13-3620)
 3. Burglary (where the school is the victim and evidence may be present)
 4. Vehicle burglaries with the victim standing by
 5. Assaults (with serious injury)
 - D. For the following situations that require police services but where time is not of the essence, the school should call the SRO assigned to the school and advise them of the situation. The SRO can then take the information for the police report the next time the SRO is on the campus.
 1. Theft (no suspects, no witnesses)
 2. Assaults (which are over and under control with little or no injury, or where students have already been sent home, no suspects, no witnesses.)
 3. Threats or intimidation (no suspects, no witnesses.)
 4. Criminal damage (no suspects, no witnesses)
 5. And any other incident of a minor nature, status offense, City Code violation, etc.

7. SRO WORK HOURS

1. The main function of the SRO is to be on campus during school hours.
2. SRO work hours are varied according to individual school needs.
 - A. Work schedules should remain flexible based upon the needs of the school on any given day/event.
 - B. Officers are encouraged eat lunch on campus during their lunch break, which will be factored into their eight-hour work day.

- C. SROs are required to obtain prior approval from a supervisor on any overtime. This can be accomplished by calling or e-mailing the SRO Supervisor.
 - D. Although not mandatory, SROs are encouraged to take vacation or attend trainings when school is not in session.
3. During extended school breaks (i.e., winter, summer break), SROs will be assigned to duties by the SRO Supervisor. These duties may include the Teen Academy, or temporary assignment in the patrol division.
 4. When sick leave/family sick leave is necessary, the SRO must inform the Principal by telephone or contact the attendance office personnel to relay that information prior to the start of school (preferably one hour prior.) The SRO must also notify the SRO Supervisor per Department Policy.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of **July 1, 2021** between the City of Goodyear, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Desert Edge High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Desert Edge High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT § 11-952

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be provided:

A. The City shall provide SRO Services to the District at Desert High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Goodyear Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Goodyear Police Chief, in his sole discretion.

C. The SRO will assist the Principal with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Goodyear Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Principal.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records reports, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Goodyear Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly: The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Desert Edge High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Goodyear Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for any one or two week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRO nor any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space: The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training: The District shall pay \$500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District: No District or Desert Edge High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENREAL TERMS AND CONDITIONS

3.1 Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from, and against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and hat result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term: The term of this Agreement shall be for one year from July 1, 2021 until June 30, 2022, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel: The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Goodyear Police Officer.

3.4 Independent Contractor: The City acknowledges and agrees that the SRO Services provided under this Agreement are being provide as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, it's employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance if the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records: Both parties shall maintain the records required in this Agreement in accordance with Arizona Public Records retention requirements.

3.6 Termination: Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notice and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the

party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Goodyear
 190 N Litchfield Road
 Goodyear, AZ 85338
 Attn: Julie Arendall, City Manager

With copy to: Roric Massey, City Attorney
 190 N. Litchfield Road
 Goodyear, AZ 85338

If to the District: Agua Fria Union High School District 216
 1481 North Eliseo Felix Jr. Way, Suite 110
 Avondale, AZ 85323
 Attn: Mr. Mark Yslas, Superintendent

With a copy to: Udall Shumway, PLC
 1138 North Alma School Road, Suite 101
 Mesa, Arizona 85201
 Attn: Jessica S. Sanchez, Esq.

Or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation: The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to

appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then current year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement: This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation: The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. §38-511.

3.13 Workers' Compensation: An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation".

3.14 FERPA Compliance: Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination: Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement: The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property, shall be returned to its original owner.

3.17 E-Verify: To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws

and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements: The parties shall comply with the fingerprinting requirements of ARIZ. Rev. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct: The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

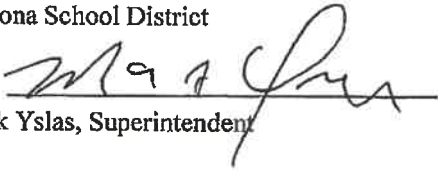
"City"

CITY OF GOODYEAR, an
Arizona municipal corporation

By: _____
Georgia Lord, Mayor

"District"

AGUA FRIA UNION HIGH
SCHOOL DISTRICT NO. 216, an
Arizona School District

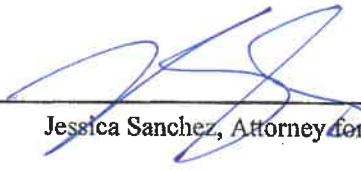
By: _____
Mark Yslas, Superintendent

Date: _____

ATTEST:

Darcie McCracken, City Clerk

In accordance with A.R.S. § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws State of Arizona.



Jessica Sanchez, Attorney for the District

Roric Massey, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Goodyear Police Department SRO Program]

See following pages.

ITEM #: 5.
DATE: 09/13/2021
AI #:469



CITY COUNCIL ACTION REPORT

**SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA
UNION HIGH SCHOOL DISTRICT NO. 216 FOR SCHOOL
RESOURCE OFFICER SERVICES FOR MILLENNIUM HIGH
SCHOOL**

STAFF PRESENTER(S): Santiago Rodriguez, Chief of Police

SUMMARY

City of Goodyear to provide school resource officer (SRO) services at Millennium High School.

Recommendation

Authorize the City Manager or designee to execute the Intergovernmental Agreement (IGA) between Agua Fria Union High School District No. 216 and the City of Goodyear to provide SRO services to the District at Millennium High School. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

During the school year, the SRO's salary will be funded 50% from the District's operating budget, excluding holidays, breaks and summer vacations. The Police Department FY2022 General Fund budget includes the full cost of the SRO program and positions and the revenue from the school district is recorded into the General Fund.

BACKGROUND AND PREVIOUS ACTIONS

The Agua Fria Union High School District has funds available in which they have agreed to pay for 50% of the costs associated with SRO Services for the 10-month period covering the school year. The City will pay 100% of the costs during the summer break and school observed holidays or vacations during which time the resource officer will perform City-related duties.

An SRO's presence on campus builds trust between the students and school administrators and acts as a deterrent to potential crime. Not only do the SRO's provide valuable law enforcement education, but SROs also act as a positive role model and mentor while providing a safe learning environment for the staff and students.

STAFF ANALYSIS

Many communities seek the help of law enforcement to promote school safety. The Agua Fria Union High School District funding will act as a supplement to the officer's salary and the District will reimburse the city monthly for the SRO services. The Police Chief will have sole discretion if the SRO is temporarily reassigned to other duties during school times as needed.

It is recommended that the City Manager or designee execute the IGA between Agua Fria Union High School District No. 216 and the City of Goodyear for SRO services at Millennium High School.

Attachments

Agua Fria School District No. 216 IGA

Exhibit A: School Resource Officer Policy

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of **July 1, 2021** between the City of Goodyear, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Millennium High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Millennium High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT § 11-952

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be provided:

A. The City shall provide SRO Services to the District at Millennium High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Goodyear Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Goodyear Police Chief, in his sole discretion.

C. The SRO will assist the Principal with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Goodyear Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Principal.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records reports, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Goodyear Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly: The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Millennium High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Goodyear Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for any one or two week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRO nor any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space: The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training: The District shall pay \$500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District: No District or Millennium High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENREAL TERMS AND CONDITIONS

3.1 Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from, and against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and hat result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term: The term of this Agreement shall be for one year from July 1, 2021 until June 30, 2022, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel: The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Goodyear Police Officer.

3.4 Independent Contractor: The City acknowledges and agrees that the SRO Services provided under this Agreement are being provide as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, it's employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance if the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

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3.7 Notice and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the

party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Goodyear
 190 N Litchfield Road
 Goodyear, AZ 85338
 Attn: Julie Arendall, City Manager

With copy to: Roric Massey, City Attorney
 190 N. Litchfield Road
 Goodyear, AZ 85338

If to the District: Agua Fria Union High School District 216
 1481 North Eliseo Felix Jr. Way, Suite 110
 Avondale, AZ 85323
 Attn: Mr. Mark Yslas, Superintendent

With a copy to: Udall Shumway, PLC
 1138 North Alma School Road, Suite 101
 Mesa, Arizona 85201
 Attn: Jessica S. Sanchez, Esq.

Or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation: The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to

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TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Goodyear Police Department SRO Program]

See following pages.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"
CITY OF GOODYEAR, an
Arizona municipal corporation

By: _____
Georgia Lord, Mayor

"District"
AGUA FRIA UNION HIGH
SCHOOL DISTRICT NO. 216, an
Arizona School District

By: 
Mark Yslas, Superintendent

Date: _____

ATTEST:

Darcie McCracken, City Clerk

In accordance with A.R.S. § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws State of Arizona.



Jessica Sanchez, Attorney for the District

Roric Massey, Attorney for the City

and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements: The parties shall comply with the fingerprinting requirements of ARIZ. Rev. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct: The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then current year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement: This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation: The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. §38-511.

3.13 Workers' Compensation: An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation".

3.14 FERPA Compliance: Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination: Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement: The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property, shall be returned to its original owner.

3.17 E-Verify: To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws



**GOODYEAR POLICE
DEPARTMENT**
Commitment to Excellence

Policy and Procedure Manual

**POLICY 3.63
SCHOOL RESOURCE OFFICER UNIT**

Effective:
09/18/2020

Replaces:
01/13/2013

Approved:
Santiago Rodriguez

1. PURPOSE AND SCOPE

1. It is the policy of the Goodyear Police Department to maintain a School Resource Officer (SRO) Unit. The success of the program depends upon the respect and confidence developed with students, parents and staff. Fundamental to building trust on campus is the fair and equitable treatment of all individuals. Whether student, parent or staff, all persons must be treated with dignity and respect.

2. SCHOOL RESOURCE OFFICERS' MISSION STATEMENT

1. To enhance a safe atmosphere in community schools, foster a positive relationship with community youth, and develop strategies to resolve problems affecting youth.

3. GOALS AND OBJECTIVES

1. The Goodyear Police Department's SRO Unit intends to provide law enforcement services and law-related education to the high schools within the City of Goodyear. The unit members also act as liaisons between the schools, the community and the Police Department, as well as various agencies such as the Department of Child Safety, , the Juvenile Probation Department, and other intervention and counseling resources.
2. The goals and objectives of the SRO Unit are:
 - A. To keep school campuses safe, so that teachers can teach and students can learn.
 - B. Provide students with a positive role model through the exhibition of Department and City core values.
 - C. Interact with students in a setting that builds self-esteem and trust and reinforces the police as role models.
 - D. Interact with students, faculty, community, parents, and civic leaders to promote positive relations.
 - E. Provide a classroom resource for instruction. Educate students about the law and the importance of individual responsibility as well as teambuilding and cooperation within the community.
 - F. Serve as a resource for the students, teachers, and parents. Serve as a primary resource to students who are victims and suspects of unlawful or harmful activity in order to deter and protect them from further harm.
 - G. Partner with the faculty and administrative team to teach the importance of good safety practices through various educational programs.
 - H. Provide an active law enforcement figure on campus to deal with any law and safety/public order issues and take appropriate enforcement action when necessary.

4. AUTHORITY

1. As a law enforcement officer, the SRO is responsible to the Chief of Police through a supervisory chain of command and is subject to Department Policies and Procedures. As an employee of the Goodyear Police Department, the chain of command begins with their Sergeant and progresses to the Chief of Police.
 - A. The Goodyear Police Department recognizes and respects the authority of the principal, and his or her designee, to be the primary leader and manager of the school campus. The SRO, however, has the authority and responsibility to ensure proper decisions are made in reference to crimes, crime scenes, and any incidents that pose a serious threat to public safety.
 - B. During any law enforcement-related event on a school campus, the SRO will consult the principal or designee in the law enforcement decisions being made to resolve the incident, when feasible. During

any law enforcement related event, it may become necessary for the SRO to temporarily take charge of the incident and or school campus to protect the integrity of the investigation and/or crime scene, and ensure the safety of the students and staff, until properly relieved.

2. All Goodyear Police Department SROs will be sworn peace officers. As such, the SROs possess the same authority and powers of arrest as any other state or local law enforcement official regardless of whether they are on or off school property.
 - A. When performing the duties of a police officer in the school environment, the officer shall have an understanding of the administrative responsibilities the school has in resolving misbehavior.
 - B. The SRO will be familiar with the student handbook of their respective school.
 - C. They will also support the concept that teachers have the right to teach and students have the right to learn.
 - D. In dealing with misconduct and disruptive behavior, the SRO is mindful of the fact that respect for others is an extension of one's own self-respect.
 - E. Conduct with students should be of a quality that reinforces positive self-image, self-esteem, and professionalism.

5. THE PROGRAM

1. TRIAD CONCEPT

- A. As a role model, the SRO is compelled to always present themselves in a professional manner. Through their appearance and actions, the SRO leads by example through their day-to-day contact with students, parents and staff members. They treat everyone in a manner that is respectful, fair and consistent regardless of race, national origin, citizenship, religion, ethnicity, age, gender, sexual orientation, or socio-economic status.
- B. The following outline is a guide that reflects the "philosophy" of the Goodyear Police Department's SRO Unit. The program is based on the premise that the SRO serves the following basic functions from the "Triad Concept" supported by the National Association of School Resource Officers (NASRO):
 1. Law Enforcement Officer: The SRO's primary role on campus is that of a law enforcement officer. They will enforce all applicable laws in a fair and consistent manner. As a general rule, SROs will not get involved with the enforcement of school rule violations unless there is a violation of State law, as well.
 2. The SRO will conduct investigations for all crimes that occur on their designated school campus.
 3. The SRO, when available, will assist in conducting investigations for other crimes off campus that may have a direct effect on a student or the school community.
 4. The SRO, when available, will be the "case officer" for crimes committed at their designated school.
 5. When necessary, the SRO may arrest, detain and or hold suspects in-custody as prescribed by law and Department policy.
 6. Some serious crimes require specialized expertise or logistical support to investigate. Under these circumstances, an appropriate detective will be assigned as the case officer. The SRO will then assist the detective, and function as the liaison between the victim, the school staff, and the Police Department.
 7. The SRO can address parking and traffic concerns that affect the school and surrounding community.
 8. The SRO may conduct and or coordinate traffic enforcement details to encourage compliance with State and local traffic laws.
 9. The SRO will coordinate with school staff to promote crime prevention programs and enhance the police/community relationship with the surrounding neighborhoods. This may be accomplished through foot and vehicle patrol of the school grounds and adjacent areas.

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10. The SRO will work with the high schools to address truancy issues. High schools participate in a truancy prevention program called "Courts Unified Truancy Suppression" (CUTS).
 - C. Teacher: As a teacher, the SRO can present a diverse curriculum in the area of Law-Related Education (LRE) to the students, parents and the staff. LRE includes classes in the areas of personal safety, wellness, and criminal and traffic law.
 - D. Counselor: As a counselor, the SRO can act as an advisor, mentor and mediator to students, parents and staff. They use their professional experience to counsel and educate people on law-related issues. When a higher level of expertise is required, the SRO can refer the person seeking aid or guidance to the appropriate agency or resource.
2. SRO DUTIES AND RESPONSIBILITIES
 - A. The following are the primary duties and responsibilities of the SROs:
 1. Conduct classroom instruction, utilizing approved lesson plans, on prevention and education in appropriate subjects to high school students, faculty, and staff, in accordance with the SRO and Department mission statements,.
 2. Take appropriate action for any on-sight situations requiring police attention.
 3. Act as a liaison and resource between the law enforcement community, other governmental agencies and the school.
 4. Interact with students to promote and reinforce the development of basic life skills and personal control and responsibility for one's actions.
 5. Conduct investigations involving school or students.
 6. The SRO may participate in parent conferences, especially when potential delinquency is a factor. The SRO may have input into intervention and preventive strategies and community resources available.
 7. Participate in special assignments related to Departmental activities such as the point of contact for major events.
 8. Inform the school administration of current student criminal involvement and criminal trends that affect the safe environment of the school, as needed. It is also recommended that the SRO maintain a relationship with the assigned Juvenile Probation Officer for their school, and obtain a list of juvenile probationers.
 9. Perform preventive patrol for students in route to and from school. Attention will be directed to observations pertinent to the safety and well-being of children.
 10. Interact with uniform patrol in order to share information and work together on matters of mutual concern.
 11. Attend special events as necessary to interact and prevent problems.
 12. Participate in various Department-sponsored and endorsed activities that foster a positive relationship between the students and the SRO.
 13. Maintain contact with the SRO Supervisor in order to facilitate administrative needs.
 14. Attend scheduled meetings of all assigned SROs that may be established by the supervisors for information exchange and resolution of special problems.
 15. Attend monthly SRO meetings with the SRO Supervisor. These will be held on the school campuses and will rotate each month.

6. SCHOOL ENFORCEMENT

1. SEARCHES
 - A. The SRO must follow Departmental Policy and respect the School's policy in conducting searches. The rules of criminal evidence apply in school exactly the same as they apply in other circumstances.
 1. The school administration cannot be used as an agent to search a student's locker.

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2. The school administrator has the authority to search a locker prior to police knowing a crime has been committed. Once the SRO is aware of the criminal situation, the SRO must brief the SRO Supervisor and obtain a search warrant for a student's locker.
 3. Unless EXIGENT CIRCUMSTANCES EXIST, or you have CONSENT, get a warrant.
2. CRITERIA FOR EMERGENCY / NON-EMERGENCY CALLS
- A. These criteria are designed as a guide. In most cases, the SRO will take disposition of a call for service on their designated campus.
 - B. For all situations that require immediate police response, schools should call 9 1 1 and then call their designated SRO. Listed below are some examples of situations that require an immediate police response:
 1. Immediate life-threatening emergency
 2. Large or serious fight in progress
 3. Unruly crowds
 4. Disruptive parent who will not leave or calm down
 5. Bomb threats
 6. Child abuse (in progress and welfare of child)
 7. Crime in progress where the protection of evidence is essential, or the apprehension of the violator is possible
 8. Safety hazards (i.e., chlorine, natural gas leaks)
 - C. For those situations that require police services but do not require an immediate response, the school should call the SRO assigned to the school. If the SRO is not able to respond, the school should call for an on-duty patrol officer. Listed below are some examples of situations:
 1. Students who are found to be in possession of illegal contraband or drugs, and the item has been confiscated (contraband must be placed into evidence the same day)
 2. Mandatory Reporting Law (A.R.S. 13-3620)
 3. Burglary (where the school is the victim and evidence may be present)
 4. Vehicle burglaries with the victim standing by
 5. Assaults (with serious injury)
 - D. For the following situations that require police services but where time is not of the essence, the school should call the SRO assigned to the school and advise them of the situation. The SRO can then take the information for the police report the next time the SRO is on the campus.
 1. Theft (no suspects, no witnesses)
 2. Assaults (which are over and under control with little or no injury, or where students have already been sent home, no suspects, no witnesses.)
 3. Threats or intimidation (no suspects, no witnesses.)
 4. Criminal damage (no suspects, no witnesses)
 5. And any other incident of a minor nature, status offense, City Code violation, etc.

7. SRO WORK HOURS

1. The main function of the SRO is to be on campus during school hours.
2. SRO work hours are varied according to individual school needs.
 - A. Work schedules should remain flexible based upon the needs of the school on any given day/event.
 - B. Officers are encouraged eat lunch on campus during their lunch break, which will be factored into their eight-hour work day.

- C. SROs are required to obtain prior approval from a supervisor on any overtime. This can be accomplished by calling or e-mailing the SRO Supervisor.
 - D. Although not mandatory, SROs are encouraged to take vacation or attend trainings when school is not in session.
3. During extended school breaks (i.e., winter, summer break), SROs will be assigned to duties by the SRO Supervisor. These duties may include the Teen Academy, or temporary assignment in the patrol division.
 4. When sick leave/family sick leave is necessary, the SRO must inform the Principal by telephone or contact the attendance office personnel to relay that information prior to the start of school (preferably one hour prior.) The SRO must also notify the SRO Supervisor per Department Policy.

ITEM #: 6.
DATE: 09/13/2021
AI #:470



CITY COUNCIL ACTION REPORT

SUBJECT: ARIZONA OFFICE OF TOURISM, MARICOPA COUNTY PROP 302 MARKETING PROGRAM

STAFF PRESENTER(S): Debbie Diveney, Assistant General Manager of Marketing

SUMMARY

Goodyear has participated in the Arizona Office of Tourism (AOT) Prop 302 Marketing program since 2001. Initially a member of the Wickenburg Chamber of Commerce cooperative, Goodyear established a new cooperative with the City of Litchfield Park in May 2021. Both Goodyear and Litchfield Park participate as their own Destination Marketing Organization (DMO). As part of a new requirement for all participants in the Prop 302 program, Goodyear must provide an official record establishing that it acts as its own DMO, as well as designate a representative authorized to sign the AOT affidavit on behalf of the city.

Recommendation

Affirm the City of Goodyear is the designated DMO (Destination Marketing Organization) and authorize the City Manager (or designee) as signatory of the official affidavit for the Arizona Office of Tourism (AOT), which is required annually to participate in the Prop 302 program. (Debbie Diveney, Assistant General Manager of Marketing)

FISCAL IMPACT

Over the past five years, Goodyear has received between \$67,500 and \$100,000 in grant funding by participating in Arizona Office of Tourism's Prop 302 program through the Wickenburg Chamber of Commerce co-op. The funding allocation is based on the amounts the Department of Revenue (DOR) reports as hotel tax dollars from Goodyear properties. By applying for the Prop 302 funding on our own, or as a co-op with the City of Litchfield Park, there is no negative fiscal impact. Current AOT guidelines ensure that each co-op participant is entitled to their proportionate share of the co-op funding, based on the DOR revenue percentages.

BACKGROUND AND PREVIOUS ACTIONS

In 1999 voters approved the Proposition 302 initiative, which includes funding to promote tourism in Maricopa County. Funding is derived over a 30-year period from a car rental surcharge and a 1% tax on hotels in Maricopa County.

In accordance with A.R.S. § 41-2306, A2 and A3, revenues are deposited pursuant to Title 5, Chapter 8, Article 2, section 5-835, subsection B or C and Title 42, Chapter 6, Article 3, section 42-6108.01. All monies in this account are continuously appropriated to the office of tourism, which, in consultation with a consortium of destination marketing organizations in the county in which the tourism and sports authority is established, shall be spent to promote tourism within that county.

Goodyear has always held the designation of DMO, and in May of 2021, established a new co-op with the City of Litchfield Park.

AOT has always required municipalities participating in the Prop 302 Marketing Program to provide a letter of support or affidavit to ensure AOT was working with the official DMO of a specific community. As of July of 2021, AOT is now requiring each municipality's DMO status be officially documented through a council action and renewed on an annual basis.

In addition, this action must also designate a representative who is authorized to execute the DMO Affidavit on behalf of the city of Goodyear.

STAFF ANALYSIS

Staff has been actively participating in the Prop 302 program and has a full understanding of the administration necessary. The designation staff is seeking is a new requirement for all participants in the Prop 302 program, as of July 2021

Attachments

Destination Marketing Organizations - Toursim AZ
Arizona Office of Tourism Affidavit



Destination Marketing Organizations:

The Arizona Office of Tourism (AOT) is looking to streamline efforts to recognize Destination Marketing Organization (DMO) designations. Previously, each program application required a letter of support or affidavit from the municipality to ensure AOT was working with the official DMO of a specific community.

AOT **does not** designate local DMOs across the state. The local designation decision lies with a **municipality, county, or tribal entity (the "Entity")**, and must conform to the following requirements:

1. AOT recognizes only one DMO per established community and requires that a DMO must be recognized by Entity (municipal, county or tribal) leadership through official action, which also designates a representative who is authorized by the official action to execute the DMO Affidavit on behalf of the Entity.
2. The official action may be a resolution, ordinance, tribal action, contract, and/or other official action by the Entity (municipality, county, or tribe), and the action must be effective until July 2022 (End of State Fiscal Year).
3. Renewal of DMO Affidavits will be required on an annual basis.
4. A DMO is defined as a not-for-profit organization or governmental unit that is responsible for the tourism promotion and marketing of a destination on a year-round basis.
5. DMOs must have 1) a dedicated tourism marketing budget and 2) a website/microsite and/or social media presence.

Moving forward, AOT will require a DMO affidavit from each partner that intends to participate in any AOT programs, including but not limited to Prop 302, Rural Co-op, Trade Shows, FAM Trips, etc. If your community is unincorporated, please reach out to AOT for guidance.

The DMO affidavit can be found [HERE](#). If your community is thinking about participating in FY22 AOT programs, please consult your municipality, county or tribal entity and have them fill out the affidavit and have it notarized.

Once complete the DMO Cover Sheet, Affidavit and a copy of the official action can be emailed to Alix Skelpsa Ridgway at aridgway@tourism.az.gov.

[DMO Affidavit FAQs](#)[DMO Affidavit Processes](#)

Arizona Office of Tourism
(Administrative Office Only)

100 N. 7th Ave., Ste. 400
Phoenix, Arizona 85007

Phone: 602-364-3700
Fax: 602-364-3702

[Contact](#) [View in Google Maps](#)

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Destination Marketing Organization Affidavit Cover Sheet

The City of Goodyear has been designated by the City of Goodyear as the official Destination Marketing Organization (DMO) for the purpose of coordinating tourism promotion with the Arizona Office of Tourism (AOT). AOT **does not** designate local DMOs across the state. The local designation decision lies with a **municipality, county, or tribal entity (the “Entity”)**, and must conform to the following requirements:

1. AOT recognizes only one DMO per established community and requires that a DMO must be recognized by the Entity (municipal, county or tribal) leadership through official action, which also designates a representative who is authorized by the official action to execute the DMO Affidavit on behalf of the Entity.
2. The official action may be a resolution, ordinance, contract, or other official action by the Entity (municipality, county, or tribe), and the action must be effective until July 2022 (End of State Fiscal Year).
3. Renewal of DMO Affidavits will be required on an annual basis.
4. A DMO is defined as a not-for-profit organization or governmental unit that is responsible for the tourism promotion and marketing of a destination on a year-round basis.
5. DMOs must have 1) a dedicated tourism marketing budget and 2) a website/microsite and/or social media presence.

ITEM #: 7.
DATE: 09/13/2021
AI #:472



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF ESTRELLA PARCEL 11.H

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):

Pete Teiche, Brookfield Properties Development

SUMMARY

A Final Plat subdividing approximately 25 acres into 67 lots and 5 tracts at the intersection of Hillside and Sendero Drives.

Recommendation

Approve the Final Plat of Estrella Parcel 11.H, subject to stipulations. (Katie Wilken, Planning Manager)

STIPULATIONS

1. Owner shall provide a current title report prior to recordation. Any ownership changes or liens shown therein shall be updated and reflected on the Map of Dedication prior to its recording;
2. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;
3. This Final Plat for Estrella Parcel 11H shall not be recorded until City staff has received the signed mylars needed for the recordation of the Map of Dedication for South Sendero Drive – Phase 2 and City staff has been authorized to record the MOD. Staff shall record the Final Plat for Estrella Parcel 11H immediately after the MOD has been followed after first inserting the recording information for the MOD into the appropriate location in the said final plat.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed

to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The preliminary plat of Estrella Parcel 11.H was approved by the City Council on September 4, 2020.

STAFF ANALYSIS

This final plat is consistent with the preliminary plat that was approved on September 4, 2020. As set forth in the attached preliminary plat Council Action Report, the proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

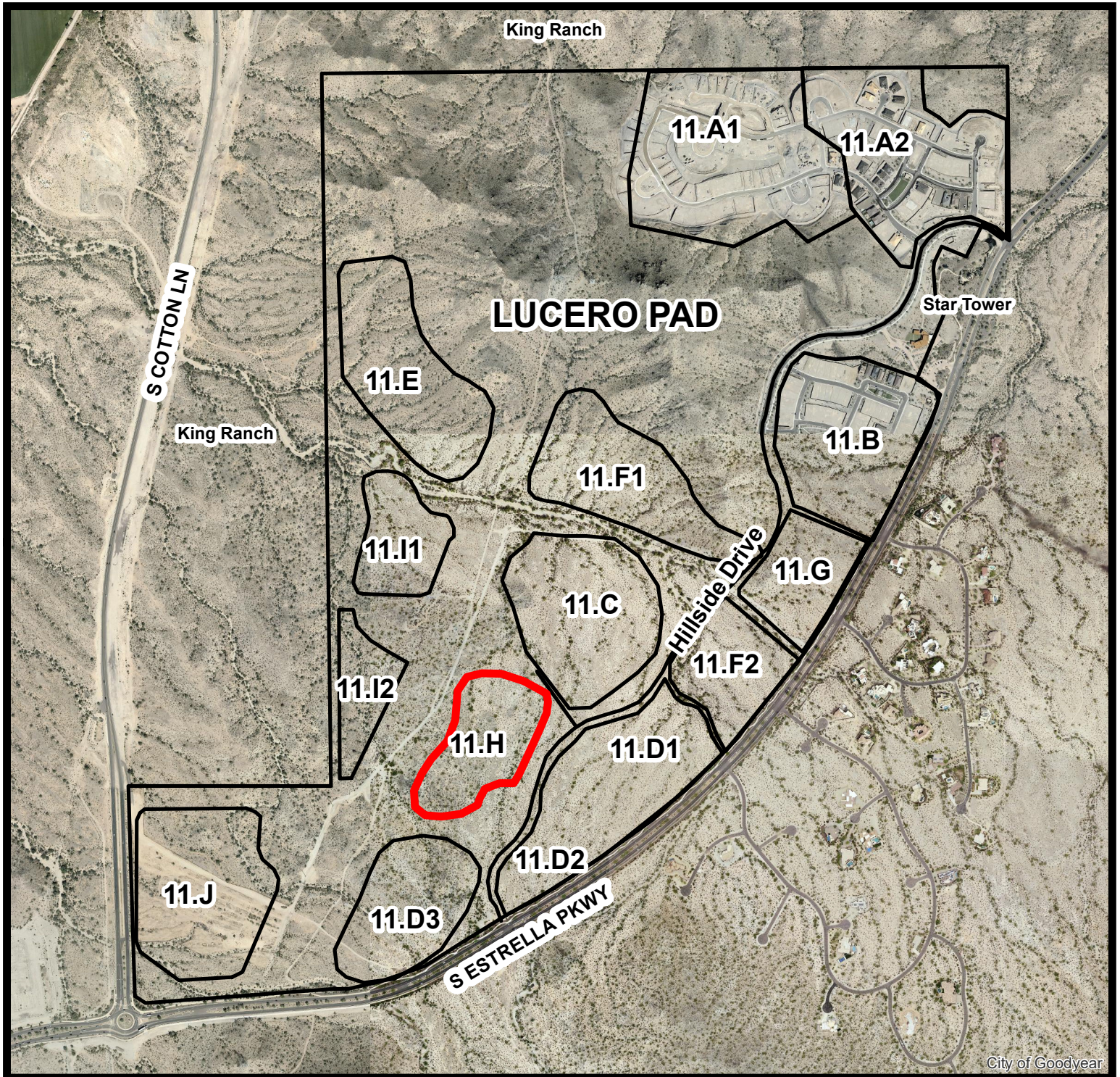
Attachments

Aerial Photo

Final Plat

Preliminary Plat Staff Report

**Aerial Photo
Final Plat
11.H**



Drawn By: Alex Lestinsky
City of Goodyear Development Services Department
Date: August 13, 2020



DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOWN ALL MEN BY THESE PRESENTS:

THAT NNP III - EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ESTRELLA PARCEL 11.H", A PORTION OF SECTION 1 AND SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID PLAT SETS FORTITHE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

OWNER, HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY OF GOODYEAR (THE "CITY"), IN FEE, THE STREETS (R/W) SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

OWNER, HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY FOR USE BY THE CITY AND ITS PERMITEES, NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS A, B, C, D AND E INCLUSIVE, AND IN LOTS, DESIGNATED AS "PUE" AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISED DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITIES WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO THE ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION (THE "ASSOCIATION") PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "VNAE" AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

OWNER HEREBY DEDICATES TO THE CITY PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, B, AND C INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS, THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN GRADING AND DRAINAGE IMPROVEMENT PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "DRAINAGE FACILITIES"). OWNER, AT OWNER'S EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS A, B, & C.

OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, REPAIR, REPLACE AND MAINTAIN NON-POTABLE OR IRRIGATION PIPELINES WITHIN THE PUBLIC UTILITY EASEMENTS, STREETS AND TRACTS FOR THE BENEFIT OF OWNER, THE ASSOCIATION AND ITS MEMBERS, AND THE ESTRELLA JOINT COMMITTEE, INC. AND ITS MEMBERS. SAID RIGHTS SHALL BE SUBJECT TO TERMS OF ANY FUTURE AGREEMENT BETWEEN OWNER AND CITY CONCERNING SAID PUBLIC UTILITY EASEMENTS, STREETS, AND TRACTS. CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTAINED OF NON-POTABLE OR IRRIGATION PIPELINES SHALL REQUIRE APPROVED CONSTRUCTION PLANS AND PERMITS FROM THE CITY OF GOODYEAR, NOT TO BE REASONABLY WITHHELD.

OWNER HEREBY DEDICATES TO THE CITY, FOR USE BY THE CITY AND ITS PERMITEES, A NON-EXCLUSIVE AND PERPETUAL SEWER EASEMENT UPON, OVER, ACROSS AND UNDER ALL AREAS WITHIN TRACT B DESIGNATED AS "SE" AND A NON-EXCLUSIVE ACCESS EASEMENT UPON, OVER AND ACROSS ALL AREAS WITHIN TRACT B DESIGNATED AS "SE" AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "SEWER AND ACCESS EASEMENT AREA"). THE SEWER AND ACCESS EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING SEWER LINES, APPURTENANCES (THE "SEWER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE SEWER AND ACCESS EASEMENT AREA. NO UNDERGROUND IMPROVEMENTS OTHER THAN SEWER LINES PERMITTED BY THE CITY SHALL BE CONSTRUCTED WITHIN THE SEWER LINE EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERRECTED, CONSTRUCTED, OR DRILLED WITHIN THE SEWER AND ACCESS EASEMENT AREA. BECAUSE THE SEWER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT-OF-WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE SEWER AND ACCESS EASEMENT AREA AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO UNDERGROUND SEWER LINES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS AND SHALL KEEP THE ACCESS FACILITIES FREE FROM VEGETATION UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. OWNER RESERVES FOR ITSELF THE RIGHT TO USE THE SEWER AND ACCESS EASEMENT AREA FOR PURPOSES THAT ARE NOT INCONSISTENT WITH THE CITY'S RIGHTS UNDER THE EASEMENT GRANTED HEREIN. THE SEWER AND ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE SEWER AND ACCESS EASEMENT AREA.

OWNER HEREBY DECLARES ALL TRACTS INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION (THE "ASSOCIATION"), AND, SUBJECT TO THE COVENANTS AND EASEMENTS HEREIN, DEDICATES AND CONVEYS TO THE ASSOCIATION ALL SUCH TRACTS EXCEPT TRACT F, FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

IN WITNESS WHEREOF: NNP III - EMR 3, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED. THIS _____ DAY OF _____, 2021.

NNP III - EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

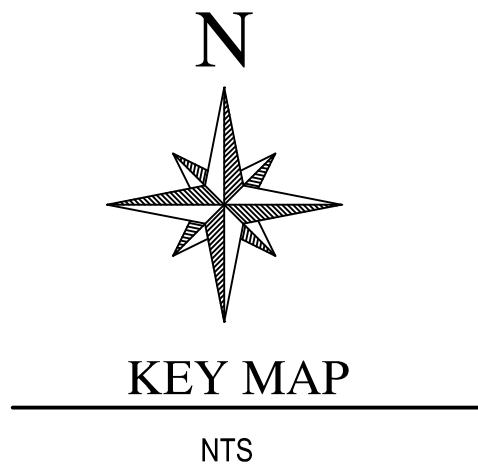
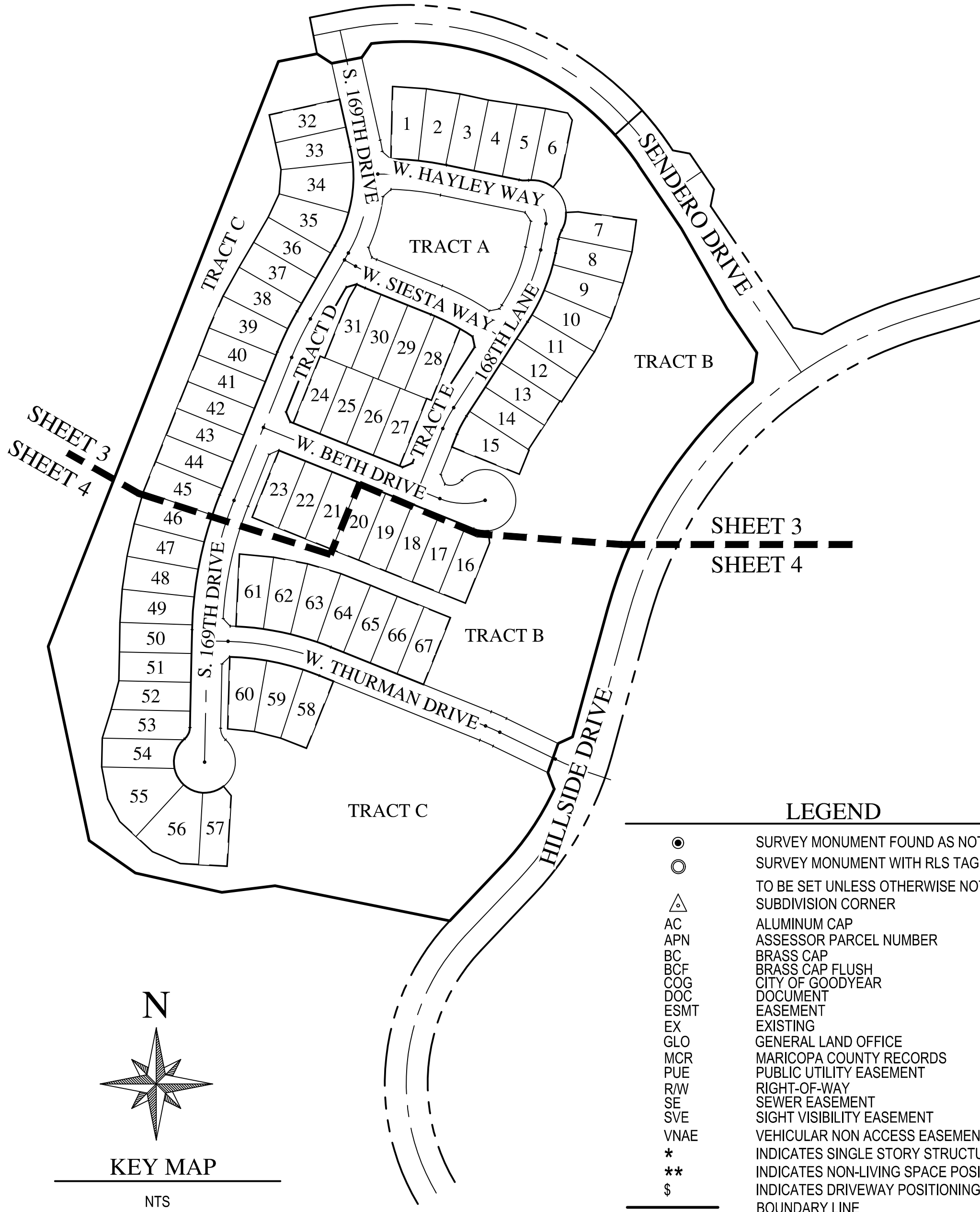
BY: _____

NAME: _____

TITLE: _____

FINAL PLAT
FOR
ESTRELLA PARCEL 11.H

A PORTION OF THE SOUTH HALF OF SECTION 1, AND THE NORTH HALF OF SECTION 12, TOWNSHIP 1 SOUTH RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, GOODYEAR, MARICOPA COUNTY, ARIZONA



ACKNOWLEDGMENT OF DEDICATION

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY

_____, THE _____ OF NNP III - EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON THEIR BEHALF.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

LEGEND

- SURVEY MONUMENT FOUND AS NOTED
- SURVEY MONUMENT WITH RLS TAG OR CAP
- △ TO BE SET UNLESS OTHERWISE NOTED
- AC SUBDIVISION CORNER
- APN ALUMINUM CAP
- BC ASSESSOR PARCEL NUMBER
- BCF BRASS CAP
- COG BRASS CAP FLUSH
- DOC CITY OF GOODYEAR
- ESMT DOCUMENT
- EX EASEMENT
- GLO EXISTING
- MCR GENERAL LAND OFFICE
- PUE MARICOPA COUNTY RECORDS
- R/W PUBLIC UTILITY EASEMENT
- SE RIGHT-OF-WAY
- SVE SEWER EASEMENT
- VNAE SIGHT VISIBILITY EASEMENT
- * VEHICULAR NON ACCESS EASEMENT
- ** INDICATES SINGLE STORY STRUCTURE
- \$ INDICATES NON-LIVING SPACE POSITIONING
- — — — — INDICATES DRIVEWAY POSITIONING
- — — — — BOUNDARY LINE
- — — — — EASEMENT LINE
- - - - - LOT OR TRACT LINES
- - - - - RIGHT-OF-WAY LINE
- - - - - SECTION LINE

RATIFICATION AND CONSENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

BY THIS RATIFICATION AND CONSENT, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES AND CONSENT TO THE OWNERSHIP OF TRACTS A, B, C, D, AND E AND THE DEDICATION OF THE EASEMENTS REFLECTED HEREON, AND THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

IN WITNESS WHEREOF, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

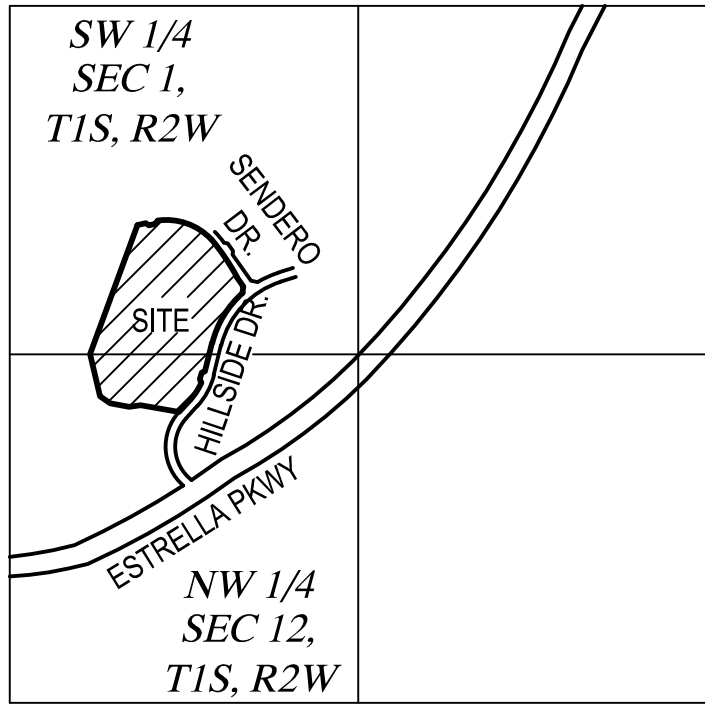
THIS _____ DAY OF _____, 2021

THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____

NAME: _____

ITS: _____



OWNER/DEVELOPER

NNP III-EMR 3, LLC
10300 SOUTH ESTRELLA PARKWAY
GOODYEAR, ARIZONA 85338
PHONE: (602) 347-6851
EMAIL: PTEICHE@NEWLANDCO.COM
CONTACT: PETE TEICHE

LAND SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: GRIOS@WOODPATEL.COM
CONTACT: GABRIEL RIOS, R.L.S.

PUBLIC UTILITIES

WATER CITY OF GOODYEAR
SEWER CITY OF GOODYEAR
ELECTRIC APS
TELEPHONE CENTURY LINK
GAS SOUTHWEST GAS
CABLE TV COX COMMUNICATIONS

CIVIL ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: EBOYLE@WOODPATEL.COM
CONTACT: ETHAN BOYLE, P.E.

SHEET INDEX

1 COVER SHEET
2 DESCRIPTION, NOTES,
DETAIL AND TABLES
3-4 PLAN SHEETS

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 00 DEGREES 39 MINUTES 31 SECONDS EAST.

BENCHMARKS

BRASS CAP FLUSH AT INTERSECTION OF SAN MIGUEL & ESTRELLA PARKWAY, ELEVATION=1028.37
GENERAL LAND OFFICE (GLO) BRASS CAP STAMPED T1S R2W S2 S1 S11 S12 1931, ELEVATION=1005.12.
ELEVATIONS PER CITY OF GOODYEAR DATUM (NAVD88)

ACKNOWLEDGMENT OF RATIFICATION

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

THE FORGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,

THIS _____ DAY OF _____, 2021, BY

_____, THE _____ OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, ON THEIR BEHALF.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA ON THE _____ DAY OF _____, 2021.

BY: _____
MAYOR GEORGIA LORD

ATTEST: _____
CLERK DARCI McCracken

THIS IS TO CERTIFY THAT THE AREA PLATTED HEREON IS APPROVED AND LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY IN ACCORDANCE WITH ARS 45-576

CITY ENGINEER SUMEET MOHAN

DATE

CERTIFICATION

I, GABRIEL S. RIOS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF FOUR (4) SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER, 2020; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS EXIST AS SHOWN AND ARE SUFFICIENT TO ALLOW THE SURVEY TO BE RETRACED; THAT THE CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AS SHOWN AT THE TIME OF CONSTRUCTION.

GABRIEL S. RIOS
REGISTERED LAND SURVEYOR #48932
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8500
SURVEYOR@WOODPATEL.COM

WOOD
PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com

FINAL PLAT

ESTRELLA PARCEL 11.H
GOODYEAR, MARICOPA COUNTY, ARIZONA



CHECKED BY	GSR
CAD TECHNICIAN	JKP
SCALE	NTS
DATE	08/20/2021
JOB NUMBER	WP# 195073
SHEET	1 OF 4

LOT AREA TABLE

LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	5,976	0.1372
LOT 2	5,976	0.1372
LOT 3	5,571	0.1279
LOT 4	5,606	0.1287
LOT 5	5,701	0.1309
LOT 6	5,524	0.1268
LOT 7	5,751	0.1320
LOT 8	5,953	0.1367
LOT 9	6,230	0.1430
LOT 10	6,230	0.1430
LOT 11	5,766	0.1324
LOT 12	5,546	0.1273
LOT 13	5,405	0.1241
LOT 14	5,405	0.1241
LOT 15	6,450	0.1481
LOT 16	5,567	0.1278
LOT 17	5,546	0.1273
LOT 18	5,546	0.1273
LOT 19	5,546	0.1273
LOT 20	5,546	0.1273
LOT 21	5,546	0.1273
LOT 22	5,546	0.1273
LOT 23	5,546	0.1273
LOT 24	5,550	0.1274
LOT 25	5,550	0.1274
LOT 26	5,550	0.1274
LOT 27	5,550	0.1274
LOT 28	6,045	0.1388
LOT 29	6,113	0.1403
LOT 30	6,114	0.1403
LOT 31	6,070	0.1393
LOT 32	5,552	0.1275
LOT 33	6,083	0.1396
LOT 34	7,297	0.1675
LOT 35	6,803	0.1562
LOT 36	5,605	0.1287
LOT 37	5,554	0.1275
LOT 38	5,954	0.1367
LOT 39	6,139	0.1409
LOT 40	5,559	0.1276
LOT 41	5,546	0.1273
LOT 42	5,546	0.1273
LOT 43	5,546	0.1273
LOT 44	5,546	0.1273
LOT 45	5,835	0.1340
LOT 46	5,928	0.1361
LOT 47	5,910	0.1357
LOT 48	5,910	0.1357
LOT 49	5,910	0.1357
LOT 50	5,617	0.1290
LOT 51	5,546	0.1273
LOT 52	5,817	0.1335
LOT 53	6,341	0.1456
LOT 54	5,716	0.1312
LOT 55	9,499	0.2181
LOT 56	8,833	0.2028

LOT AREA TABLE

LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 57	5,745	0.1319
LOT 58	5,869	0.1347
LOT 59	6,235	0.1431
LOT 60	6,235	0.1431
LOT 61	6,020	0.1382
LOT 62	6,020	0.1382
LOT 63	6,020	0.1382
LOT 64	5,799	0.1331
LOT 65	5,552	0.1275
LOT 66	5,546	0.1273
LOT 67	5,546	0.1273

LINE TABLE

LINE	BEARING	DISTANCE
L1	S56°55'01"E	28.57'
L2	N78°58'19"E	50.02'
L3	N34°40'39"E	27.19'
L4	S65°24'15"W	25.75'
L5	S20°53'47"E	28.54'
L6	S89°06'33"W	14.60'
L7	N54°50'30"W	27.04'
L8	N78°43'15"E	16.74'
L9	N60°02'05"W	20.81'
L11	N88°44'50"W	33.94'
L12	N48°16'56"W	18.13'
L13	N33°31'08"W	14.14'
L14	S38°22'00"W	20.00'
L15	S87°12'22"W	20.00'
L16	S48°16'18"W	17.64'
L17	S33°31'08"E	16.97'
L19	S18°34'04"E	17.06'
L20	N73°40'04"E	17.35'
L21	S29°57'55"W	26.48'
L22	S11°10'35"E	17.23'
L23	S66°56'37"W	16.97'
L24	N23°03'23"W	16.97'
L25	N23°03'23"W	16.97'
L26	N06°33'56"W	20.00'
L27	S66°56'37"W	16.97'
L28	N43°04'09"W	16.78'
L29	N38°52'14"W	20.00'
L30	N46°16'45"E	16.96'

CALCULATION OF ADJUSTED
GROSS AREA

AREA OF LOCAL STREET	3.89
PLUS AREA SUBDIVIDED INTO LOTS	9.10
AREA SUBTOTAL	12.99
APPLY 15% OPEN SPACE FACTOR (CONSTANT)	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	15.28
EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	67
DIVIDED BY ADJUSTED GROSS AREA	15.28
ADJUST GROSS DENSITY	4.38
EDU CALCULATION	
NUMBER OF DWELLING UNITS	67
EDU CALC. - FACTOR OF 0.82 FOR 4-6 DU/AC	0.82
EQUIV. DENSITY (67 x 0.82)	54.94

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	54°54'34"	460.00'	440.84'	N69°26'29"W	424.16'
C2	7°47'51"	460.00'	62.60'	N38°05'17"W	62.55'
C3	34°37'53"	735.00'	444.26'	S32°38'47"W	437.53'
C4	18°43'11"	465.00'	151.93'	N34°10'52"E	151.25'
C5	42°28'06"	250.00'	185.30'	N08°43'52"E	181.09'
C6	12°22'20"	500.00'	107.97'	N84°42'18"W	107.76'
C7	21°28'08"	300.00'	112.41'	N22°12'56"E	111.76'
C8	13°12'53"	400.00'	92.26'	N61°26'57"W	92.05'
C9	8°01'18"	200.00'	28.00'	S64°02'44"E	27.98'
C10	8°01'18"	500.00'	70.00'	S25°57'16"W	69.95'
C11	11°00'24"	200.00'	38.42'	S27°26'49"W	38.36'
C12	20°41'27"	600.00'	216.67'	S11°35'54"W	215.50'
C13	20°41'27"	450.00'	162.51'	N78°24'06"W	161.62'
C14	3°53'03"	375.00'	25.42'	N66°06'51"W	25.42'
C15	42°28'06"	225.00'	166.77'	N08°43'52"E	162.98'
C16	3°54'46"	275.00'	18.78'	N10°32'48"W	18.78'
C17	10°03'03"	525.00'	92.09'	N83°32'39"W	91.98'
C18	17°45'10"	50.00'	15.49'	S87°23'43"E	15.43'
C19	125°30'20"	55.00'	120.48'	N33°31'08"W	97.79'
C20	17°45'10"	50.00'	15.49'	S20°21'27"W	15.43'
C21	9°48'30"	475.00'	81.31'	N83°25'23"W	81.21'
C22	21°28'08"	275.00'	103.04'	N22°12'56"E	102.44'
C23	21°28'08"	325.00'	121.78'	N22°12'56"E	121.07'
C24	11°44'20"	425.00'	87.07'	N62°11'13"W	86.92'
C25	2°48'37"	175.00'	8.58'	S66°39'04"E	8.58'
C26	18°03'05"	275.00'	86.64'	N15°52'11"E	86.28'
C27	3°53'54"	225.00'	15.31'	S66°06'26"E	15.31'
C28	11°00'24"	225.00'	43.22'	S27°26'49"W	43.16'
C29	11°00'24"	175.00'	33.62'	S27°26'49"W	33.57'
C30	250°31'44"	50.00'	218.63'	N13°19'15"W	81.65'
C31	8°01'18"	475.00'	66.50'	S25°57'16"W	66.45'
C32	8°01'18"	525.00'	73.50'	S25°57'16"W	73.44'
C33	70°31'44"	25.00'	30.77'	N78°40'45"E	28.87'
C34	20°41'27"	625.00'	225.70'	S11°35'54"W	224.48'
C35	18°47'08"	575.00'	188.53'	S12°33'03"W	187.68'
C36	20°18'57"	475.00'	168.43'	N78°12'52"W	167.54'
C37	48°11'23"	25.00'	21.03'	N25°20'52"E	20.41'
C38	276°22'46"	50.00'	241.19'	S88°44'50"E	66.67'
C39	48°11'23"	25.00'	21.03'	S22°50'31"E	20.41'
C40	3°53'03"	350.00'	23.73'	N66°06'51"W	23.72'
C41	3°53'03"	400.00'	27.12'	N66°06'51"W	27.11'
C42	20°16'40"	425.00'	150.41'	N78°11'43"W	149.63'
C43	7°25'17"	400.00'	51.81'	S67°52'58"E	51.77'
C44	90°00'00"	36.58'	57.46'	N33°31'08"W	51.73'
C45	39°37'43"	108.79'	75.24'	S87°52'14"E	73.75'

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 1 AND SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, A 2.5-INCH GENERAL LAND OFFICE BRASS CAP, STAMPED T1S R2W S2 S1 S11 S12 1931, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, A 2-INCH ALUMINUM CAP, STAMPED T1S R2W 1/4 S2 S1 RLS 36463 2003 BEARS NORTH 00°39'31" EAST (BASIS OF BEARING), A DISTANCE OF 2806.11 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 1, SOUTH 89°30'18" EAST, A DISTANCE OF 568.33 FEET, TO THE EASTERLY LINE OF THAT CERTAIN ELECTRIC EASEMENT, RECORDED AS DOCUMENT NO. 1988-243783, MARICOPA COUNTY RECORDS (MCR) AND THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTH LINE, ALONG SAID EASTERLY LINE, NORTH 21°29'29" EAST, A DISTANCE OF 1,025.08 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 78°40'08" EAST, A DISTANCE OF 64.23 FEET;

THENCE SOUTH 56°55'01" EAST, A DISTANCE OF 28.57 FEET;

THENCE NORTH 78°58'19" EAST, A DISTANCE OF 50.02 FEET;

THENCE NORTH 34°40'39" EAST, A DISTANCE OF 27.19 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 06°53'46" EAST, THROUGH A CENTRAL ANGLE OF 54°54'34", A DISTANCE OF 440.84 FEET, TO THE NORTHWEST CORNER OF THE RIGHT-OF-WAY FOR SENDERO DRIVE, AS SHOWN ON ESTRELLA - HILLSIDE DRIVE & SENDERO DRIVE MAP OF DEDICATION, RECORDED IN BOOK 1370, PAGE 11, MCR, AND A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SENDERO DRIVE, SOUTHEASTERLY ALONG SAID COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 7°47'51", A DISTANCE OF 62.60 FEET, TO THE CURVES END;

THENCE SOUTH 34°11'21" EAST, A DISTANCE OF 124.70 FEET;

THENCE SOUTH 29°36'55" EAST, A DISTANCE OF 150.48 FEET;

THENCE SOUTH 34°11'21" EAST, A DISTANCE OF 86.82 FEET;

THENCE SOUTH 08°31'47" WEST, A DISTANCE OF 48.49 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF HILLSIDE DRIVE AS SHOWN ON SAID MAP OF DEDICATION, AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE OF SENDARO DRIVE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF HILLSIDE DRIVE, SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 735.00 FEET, CONCAVE SOUTHEASTERLY, WHOSE RADIUS BEARS SOUTH 40°02'16" EAST, THROUGH A CENTRAL ANGLE OF 34°37'53", A DISTANCE OF 444.26 FEET, TO THE CURVES END;

THENCE SOUTH 15°19'51" WEST, A DISTANCE OF 217.85 FEET;

THENCE SOUTH 65°24'15" WEST, A DISTANCE OF 25.75 FEET;

THENCE SOUTH 19°17'40" WEST, A DISTANCE OF 50.39 FEET;

THENCE SOUTH 20°53'47" EAST, A DISTANCE OF 28.54 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 465.00 FEET, CONCAVE NORTHWESTERLY, WHOSE RADIUS BEARS NORTH 65°10'44" WEST, THROUGH A CENTRAL ANGLE OF 18°43'11", A DISTANCE OF 151.93 FEET, TO THE CURVES END;

THENCE SOUTH 43°32'27" WEST, A DISTANCE OF 123.95 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 78°39'00" WEST, A DISTANCE OF 290.49 FEET;

THENCE SOUTH 82°55'43" WEST, A DISTANCE OF 87.44 FEET;

THENCE NORTH 77°24'14" WEST, A DISTANCE OF 144.47 FEET;

THENCE NORTH 54°56'42" WEST, A DISTANCE OF 92.26 FEET;

THENCE NORTH 11°55'00" WEST, A DISTANCE OF 323.64 FEET, TO THE POINT OF BEGINNING.

ESTRELLA - PARCEL H

SITE DATA TABLE

TOTAL GROSS AREA	1,093,746.73 SF	25.11
TOTAL STREET AREA	169,335.90 SF	3.89
TOTAL NET AREA	924,410.83 SF	21.22
LOT SIZE, MINIMUM	47' X 115'	
LOT AREA, MINIMUM	5,405 SQ FT	
TOTAL NUMBER OF LOTS	67	
TOTAL AREA SUBDIVIDED INTO LOTS	396,257.31 SF	9.10
DENSITY(GROSS ACREAGE)	2.67	DU/AC
ONSITE OPEN SPACE /LANDSCAPE	12.12	
PERCENT OPEN SPACE /LANDSCAPE	48.29%	
EXISTING ZONE	LUCERO PAD	

TYPICAL 47' X 115' LOT DETAIL

NOTES

*SETBACKS AND DEVELOPMENT STANDARDS PER THE LUCERO PAD, AS AMENDED

** 18' OR 21' SETBACK FOR 3' DIFFERENTIAL

TRACT AREA TABLE

TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES	OWNERSHIP AND MAINTENANCE RESPONSIBILITY	USE
TRACT A	34,463	0.7912	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, IRRIGATION AND DRAINAGE
TRACT B	248,465	5.7040	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, SEWER EASEMENT, IRRIGATION AND DRAINAGE
TRACT C	236,293	5.4245	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, IRRIGATION AND DRAINAGE
TRACT D	4,182	0.0960	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT AND IRRIGATION
TRACT E	4,810	0.1104	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT AND IRRIGATION

NOTES

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.

2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT; UTILITIES, ASPHALT PAVING, GRASS, AND WOOD. WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

3. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED AND NO VEGETATION SHALL BE PLANTED OR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

4. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.

A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.

B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.

C. MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT ON ALL CRACKS AND JOINTS AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.

D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.

E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO YEAR WARRANTY PERIOD,THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

5. LANDSCAPED AREAS WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.

A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.

B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.

C. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING INSECT AND PEST CONTROL, RESEEDING, REPLACEMENT AND ALL OTHER MEASURES TO ENSURE GOOD NORMAL GROWTH.

D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND IS AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2 INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2 INCHES.

E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREAS SHALL BE ALIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.

F. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

6. STRUCTURES WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF 3 FEET; LANDSCAPING WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (NATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 7 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.

7. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.

8. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR, DEVELOPER, AND HOMEOWNER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES AND COMPLAINTS OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE AREA.

9. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND, (EXCEPTIONS WILL BE NOTED).

10. ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF-INCH REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

11. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

12. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS.

13. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT AND/OR PUE.

14. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES. (1, 23, 24, 27, 28, 31, 32, 60 AND 61) NOTED WITH AN "*"

15. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE FURTHEST FROM THE STREET INTERSECTION. (1, 23, 24, 27, 28, 31, 32, 60 AND 61) NOTED WITH A "\$"

16. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. (7, 12, 19, 33, 34, 35, 42 AND 50). NOTED WITH AN "***"

17. VERTICAL CONTRACTOR TO INSTALL SEWER BACKFLOW PREVENTOR IN LOT. (7, 11, 12, 19, 20-27, 58, 63, 64 AND 65). NOTED WITH A "#"

18. PER THE APPROVED ESTRELLA MASTER WATER SYSTEM MODEL UPDATE (H.T.E. # 16-4315) APPROVED ON JULY 26, 2017, ALL HOMES CONSTRUED ON BUILDING PADS GRADED BELOW AN ELEVATION OF 987.00 FEET REQUIRE THE INSTALLATION OF AN INDIVIDUAL HOME PRESSURE REDUCING VALVE. BASED ON THE 11.H GRADING DESIGN, THERE ARE NO LOTS THAT REQUIRE INDIVIDUAL HOME PRESSURE REDUCING VALVES.

19. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE DEVELOPMENT AGREEMENT FOR LUCERO, DEVELOPER SHALL CONSTRUCT ALL TRAFFIC SIGNALS WITHIN AND/OR ADJACENT TO THE PROPERTY WHEN SUCH TRAFFIC SIGNALS ARE WARRANTED.

WOOD
PATEL

Civil Engineering
Water Resources
Land Survey
Construction Management
602.335.8550
www.woodpatel.com

FINAL PLAT

ESTRELLA PARCEL 11.H
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 48932
GABRIEL S. RIOS
DATE SIGNED: 08/20/2021
ARIZONA U.S.A.

EXPIRES 12-31-23

CHECKED BY GSR

CAD TECHNICIAN JKP

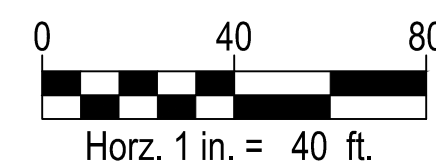
SCALE NTS

DATE 08/20/2021

JOB NUMBER WP# 195073

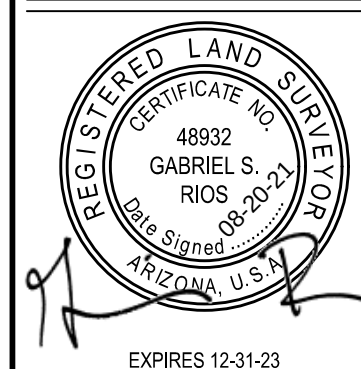
SHEET 2 OF 4

2-Estrella201910267303-SurveyPlan2019-251-40g



ESTRELLA PARCEL 11.C
BOOK 1392, PAGE 46, MCF

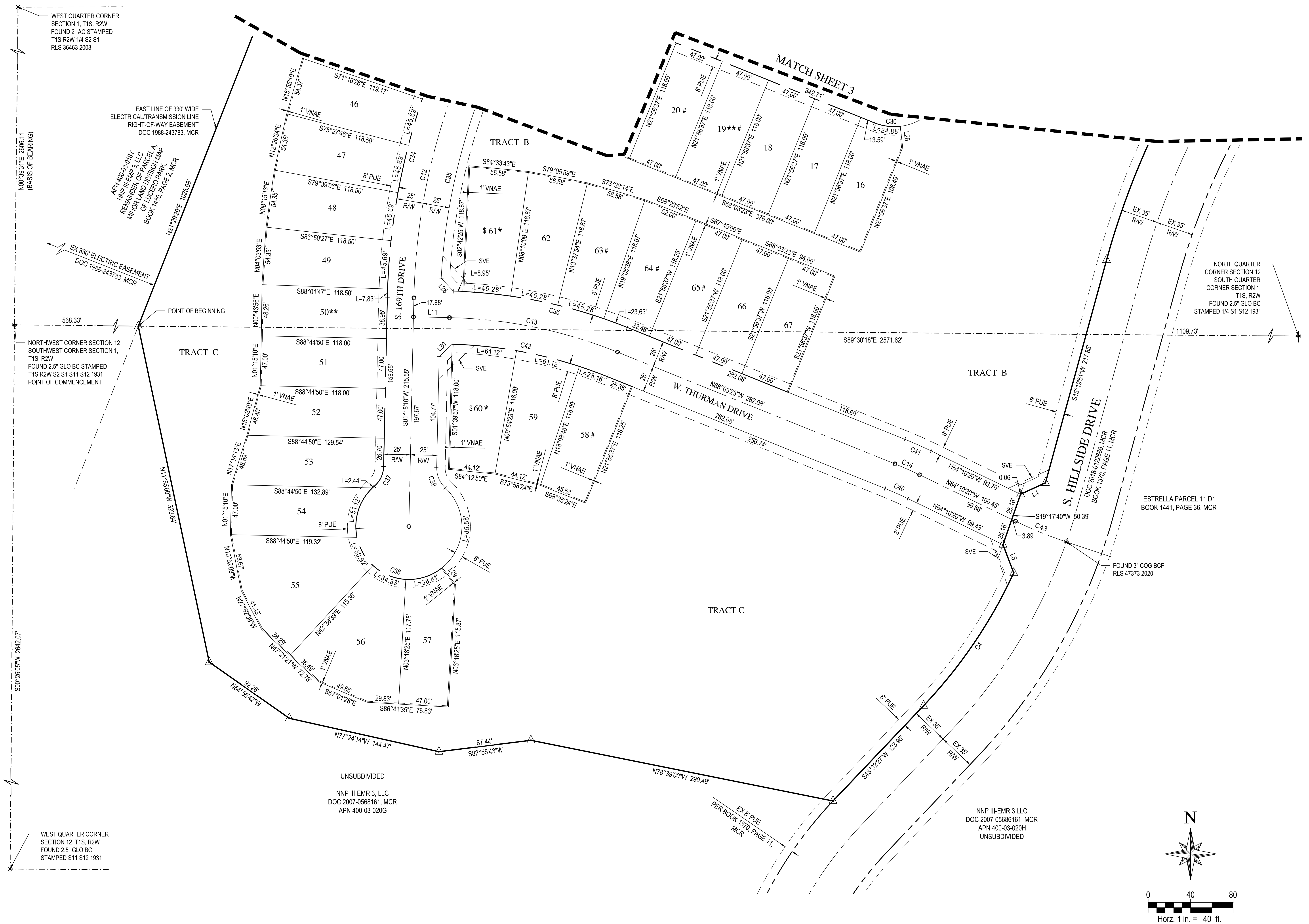
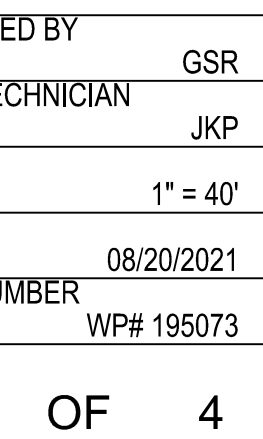
ESTRELLA PARCEL 11.H
GOODYEAR, MARICOPA COUNTY, ARIZONA



CHECKED BY	GSR
CAD TECHNICIAN	JKP
SCALE	1" = 40'
DATE	08/20/2021
JOB NUMBER	WP# 195073
SHEET	
3	OF 4



ESTRELLA PARCEL 11.H
GOODYEAR, MARICOPA COUNTY, ARIZONA



AGENDA ITEM #: _____
DATE: September 14, 2020
CAR #: 2020-7044



CITY COUNCIL ACTION REPORT

SUBJECT: Preliminary Plat for Estrella Parcel 11.H

CASE NUMBER: 20-500-00004

STAFF PRESENTER: Alex Lestinsky, Senior Planner

APPLICANT: Stuart Barney, Newland Communities

Summary: Preliminary Plat for Estrella Parcel 11.H, subdividing approximately 25 acres of property into 67 lots and 5 tracts.

Recommendation:

Approve the preliminary plat for Estrella Parcel 11.H attached hereto, subject to the following stipulations:

1. Compliance with the stipulations stated in Section 2 of Ordinance No. 2018-1413, the ordinance adopting the Lucero Planned Area Development (PAD) Amendment, dated October, 2018;
2. Prior to approval of all final plats platting any portion of the property included in the preliminary plat for Parcel 11.H, owner shall demonstrate to the city that adequate potable water resources exist to serve the proposed final plat in the form of Equivalent Dwelling Units (EDU) pursuant to any development agreement with the City. The EDU calculation demonstrating compliance with such agreement shall be placed on the final plat;
3. Prior to or concurrent with the recordation of the Final Plat for this subdivision, the Owner shall obtain approval and recordation of a Map of Dedication for the extension of S. Sendero Drive to establish this subdivision's secondary access point and approval of the Construction Documents for the extension of S. Sendero Drive to provide a secondary access point to this subdivision; and,
4. The developer shall provide a waiver agreement for each initial homebuyer to sign, and shall include the following statement in the waiver agreement as well as a similar statement in the Public Sales Report and on the final plat: "Parcel 11.H is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflights and by the operation of aircraft landing at or taking off from Phoenix-Goodyear Airport and Luke Air Force Base. The Owner does release and discharge the City of Goodyear from any liability for any and all claims for future damages and complaints

of any kind to persons of property that may arise at any time in the future from the operation of such aircraft near and over the area.”

Fiscal Impact: Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development.

Background and Previous Actions

On November 26, 2018, the City Council adopted Ordinance No. 2018-1413 approving the Lucero PAD Amendment. The Lucero PAD Amendment, designates the subject parcel as Low/Medium Density Residential.

The Planning & Zoning Commission recommended approval of the preliminary plat (6-0) on August 26, 2020.

Staff Analysis

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The preliminary plat presented herein, subject to the satisfaction of the conditions of approval and as discussed below, satisfies the foregoing requirements. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request:

The request is to subdivide approximately 25 acres into 67 lots and 5 tracts. The subdivision will be accessed from Hillside Drive and Sendero Drive.

Surrounding development includes:

- North – Lucero Open Space; Parcel 11.C
- East – Hillside Drive; Parcels 11.D1 and 11.D2
- South – Parcel 11.D3
- West – Tucson Electric Power (TEP) and SRP Easements; Parcel 11.I2

The typical lot within the subdivision will be 47-feet wide and 115-feet deep. As designated in the PAD, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 20-feet for the rear. Lot coverage is 60%. The maximum building height is 30 feet. A specific housing product or homebuilder has yet to be determined.

School Districts:

The subject property is located within the Liberty Elementary School District and the Buckeye Union High School District. Westar Elementary School and Estrella Foothills High School are located approximately 4 miles from Lucero.

Luke Air Force Base and Phoenix Goodyear Airport:

The subject property is located in the vicinity of Luke Air Force Base and the Phoenix Goodyear Airport Traffic Pattern Airspace. A stipulation has been included to require a general note on the final plat to inform the public and homeowners of base and airport operations and the potential for attendant noise and potential over-flights.

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#182	4.29	2.14	4.91	2.45	#184/181	12.11	6.05	12.73	6.36

Police Department:

This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:

Solid waste and recycling will be provided by the city of Goodyear.

Water/Wastewater:

Water and wastewater services will be provided by the city of Goodyear.

Streets/Transportation:

The parcel will be accessible by two points of entry, one off of Hillside Drive and one off of Sendero Drive. All streets within the subdivision will be public and constructed to city standards.

Attachments

1. Aerial Photo
2. Preliminary Plat

ITEM #: 8.
DATE: 09/13/2021
AI #:473



CITY COUNCIL ACTION REPORT

SUBJECT: MAP OF DEDICATION FOR SOUTH SENDERO DRIVE PHASE 2

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):

Pete Teiche, Brookfield Properties Development

SUMMARY

A map of dedication to dedicate the right-of-way required to construct approximately 60 feet of South Sendero Drive extended west from its current location.

Recommendation

Approve the Map of Dedication for South Sendero Drive - Phase 2, subject to stipulations.
(Katie Wilken, Planning Manager)

STIPULATIONS

1. Owner shall provide a current title report prior to recordation. Any ownership changes or liens shown therein shall be updated and reflected on the Map of Dedication prior to its recording.
2. Prior to recordation of the MOD, all of the easements reflected in the MOD need to be recorded and the recording information needs to be inserted, this includes the Public Utility and Sidewalk Easements (identified as PUE),
3. Any technical corrections to the Map of Dedication required by the City Engineer shall be made prior to the recordation of the Map of Dedication.
4. This Map of Dedication shall not be recorded until the City has received the signed mylars needed for the recordation of the Final Plat for Estrella Mountain Ranch Parcel 11.H and City staff has been authorized to record the MOD immediately after the recordation of the Final Plat for Estrella Mountain Ranch Parcel 11.H and City staff has inserted the recording information for the MOD into the appropriate location in the said final plat.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The preliminary plat for Estrella Parcel 11.H subdivision was approved by the City Council on September 14, 2020. The Final Plat for Estrella Mountain Ranch Parcel 11H is being presented for approval at the same meeting as Map of Dedication for South Sendero Drive - Phase 2.

STAFF ANALYSIS

The right of way included within the Map of Dedication for South Sendero Drive - Phase 2 is needed for the development the property within the Final Plat for Estrella Mountain Ranch Parcel 11.H as it provides access to the platted property.

Attachments

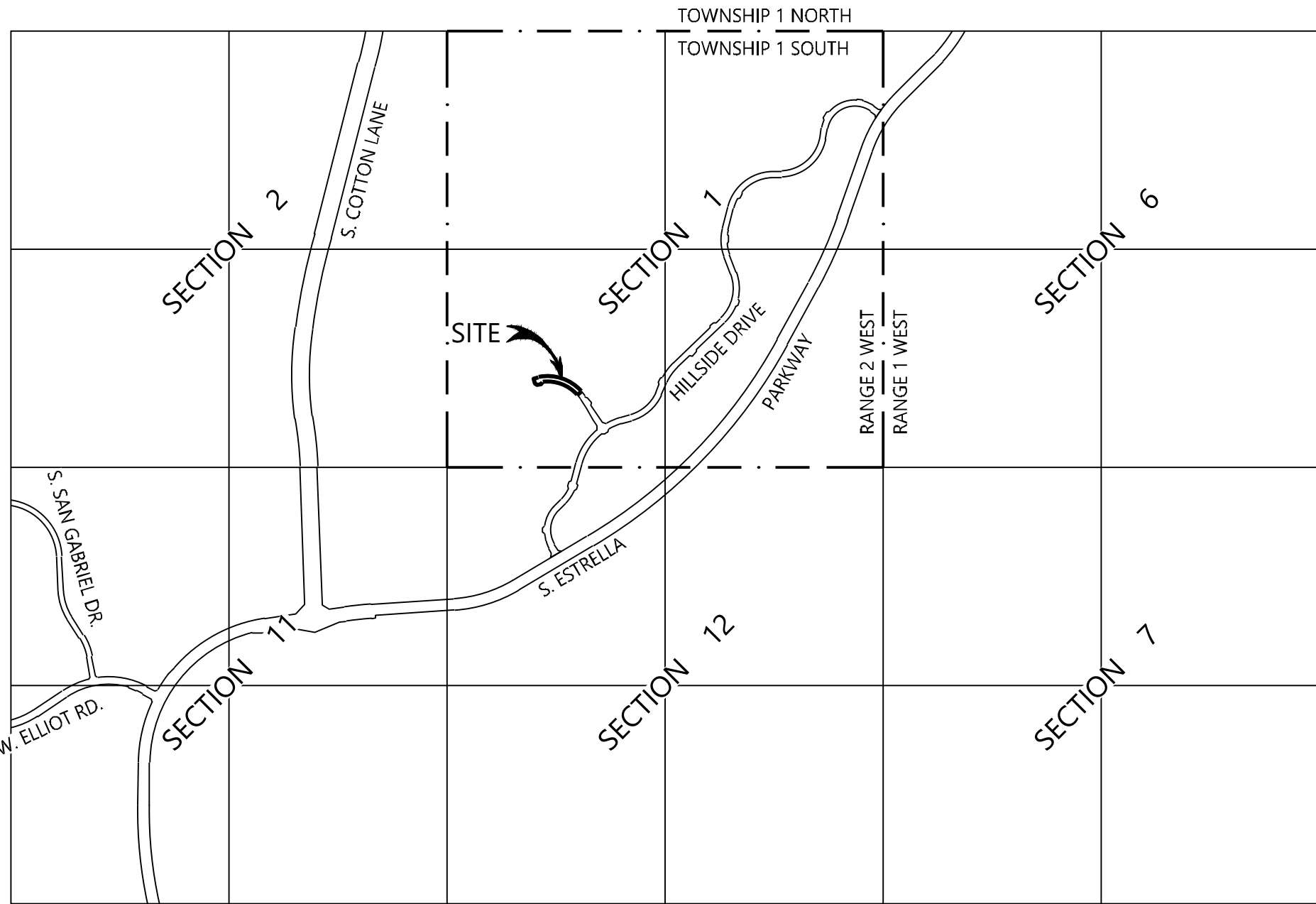
Map of Dedication

Aerial Photo

MAP OF DEDICATION

SOUTH SENDERO DRIVE-PHASE 2

BEING A PORTION OF THE SOUTHWEST QUARTER OF
SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST,
OF THE GILA & SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA



VICINITY MAP
NTS

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT NNP III-EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY PUBLISHES THIS MAP OF DEDICATION FOR "SOUTH SENDERO DRIVE - PHASE 2", OVER A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST AND SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY DECLARES THAT SAID MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENTS PERTAINING TO SOUTH SENDERO DRIVE, AND THAT THE STREETS SHALL BE KNOWN BY THE NAME GIVEN ON THIS MAP OF DEDICATION. OWNERS HEREBY DEDICATE, GRANT, AND CONVEY TO THE CITY OF GOODYEAR THE PUBLIC STREETS, IN FEE, SHOWN ON SAID MAP OF DEDICATION, AND THE CITY OF GOODYEAR BY IT'S APPROVAL BELOW HEREBY ACCEPTS FOR USE AS PUBLIC STREET, THE RIGHTS-OF-WAY AS SHOWN ON THIS MAP OF DEDICATION.

IN WITNESS WHEREOF, NNP III-EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2021.

NNP III-EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

NOTES

1. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN, ON OR OVER THE DRAINAGE EASEMENT, WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE EASEMENT.
3. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND, EXCEPT 69 KV OR LARGER POWER LINES.
4. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
5. STRUCTURES AND LANDSCAPING WITHIN VISIBILITY TRIANGLE WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2-FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 6-FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8- FEET APART.
6. ALL LANDSCAPING SHALL BE MAINTAINED BY THE THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION.

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

BEFORE ME THIS _____ DAY OF _____, 2020

_____ PERSONALLY APPEARED BEFORE ME, THE
UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE
_____ OF NNP III-EMR 3, LLC, A DELAWARE LIMITED
LIABILITY COMPANY, AS OWNER, AND ACKNOWLEDGED THAT HE/SHE _____,
AS _____ FOR NNP III-EMR 3, LLC, A DELAWARE LIMITED LIABILITY
COMPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1;
THENCE SOUTH 89° 30' 18" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 1, 1485.27 FEET;
THENCE NORTH 00° 29' 42" EAST, 841.76 FEET TO THE NORTHWEST CORNER OF S. SENDERO DRIVE, AS DEPICTED ON THE MAP OF DEDICATION FOR ESTRELLA - HILLSIDE DRIVE & SENDERO DRIVE, AS RECORDED IN BOOK 1370, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT OF BEGINNING;
THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID S. SENDERO DRIVE, CONTINUING 440.84 FEET ALONG A NON-TANGENT CURVE, WHOSE RADIUS BEARS SOUTH 48° 00' 48" WEST, 460.00 FEET, ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 54° 54' 34";
THENCE SOUTH 34° 40' 39" WEST, 27.19 FEET;
THENCE SOUTH 78° 58' 19" WEST, 50.02 FEET;
THENCE NORTH 56° 55' 01" WEST, 28.57 FEET;
THENCE NORTH 11° 19' 52" WEST, 60.00 FEET;
THENCE NORTH 78° 40' 08" EAST, 54.42 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE HAVING A RADIUS OF 520.00 FEET;
THENCE EASTERLY, 516.19 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 56° 52' 34" TO A WESTERLY CORNER OF TRACT B OF ESTRELLA PARCEL 11.C, AS RECORDED IN BOOK 1392, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA AND THE SOUTHERLY LINE OF SAID TRACT B;
THENCE EASTERLY, 22.40 FEET CONTINUING ALONG SAID SOUTHERLY LINE, A NON-TANGENT CURVE, WHOSE RADIUS BEARS SOUTH 48° 00' 48" WEST, 520.00 FEET, ALONG THE ARC OF SAID CURVE, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 02° 28' 05" TO THE WEST LINE OF SAID S. SENDERO DRIVE;
THENCE SOUTH 48° 00' 48" WEST, ALONG SAID WEST LINE, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.8063 ACRES.

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA
THIS _____ DAY OF _____, 2021

BY: _____ ATTEST: _____
MAYOR CITY CLERK

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA
THIS _____ DAY OF _____, 2021

BY: _____ ATTEST: _____
CITY ENGINEER CITY CLERK

OWNER

NNP III-EMR 3, LLC
5090 NORTH 40TH STREET, SUITE 210
PHOENIX, ARIZONA 85018
PHONE: (602) 468-0800
FAX: (602) 468-1633

SURVEYOR

WESTWOOD PROFESSIONAL SERVICES
6909 EAST GREENWAY PARKWAY, SUITE 250
SCOTTSDALE, AZ 85254
TELE: 480-747-6558
CONTACT: MICHAEL A. BANTA, RLS
EMAIL: MICHAEL.BANTA@WESTWOODPS.COM

SHEET INDEX

SHEET 1 COVER SHEET, DEDICATION, NOTES
SHEET 2 MAP SHEET

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS RECORDED ON THE MINOR LAND DIVISION MAP IN BOOK 1480, PAGE 2, M.C.R. BEING SOUTH 00°39'31" WEST.

GROSS AREA

35,122 S.F. (0.8063 ACRES)

CERTIFICATION

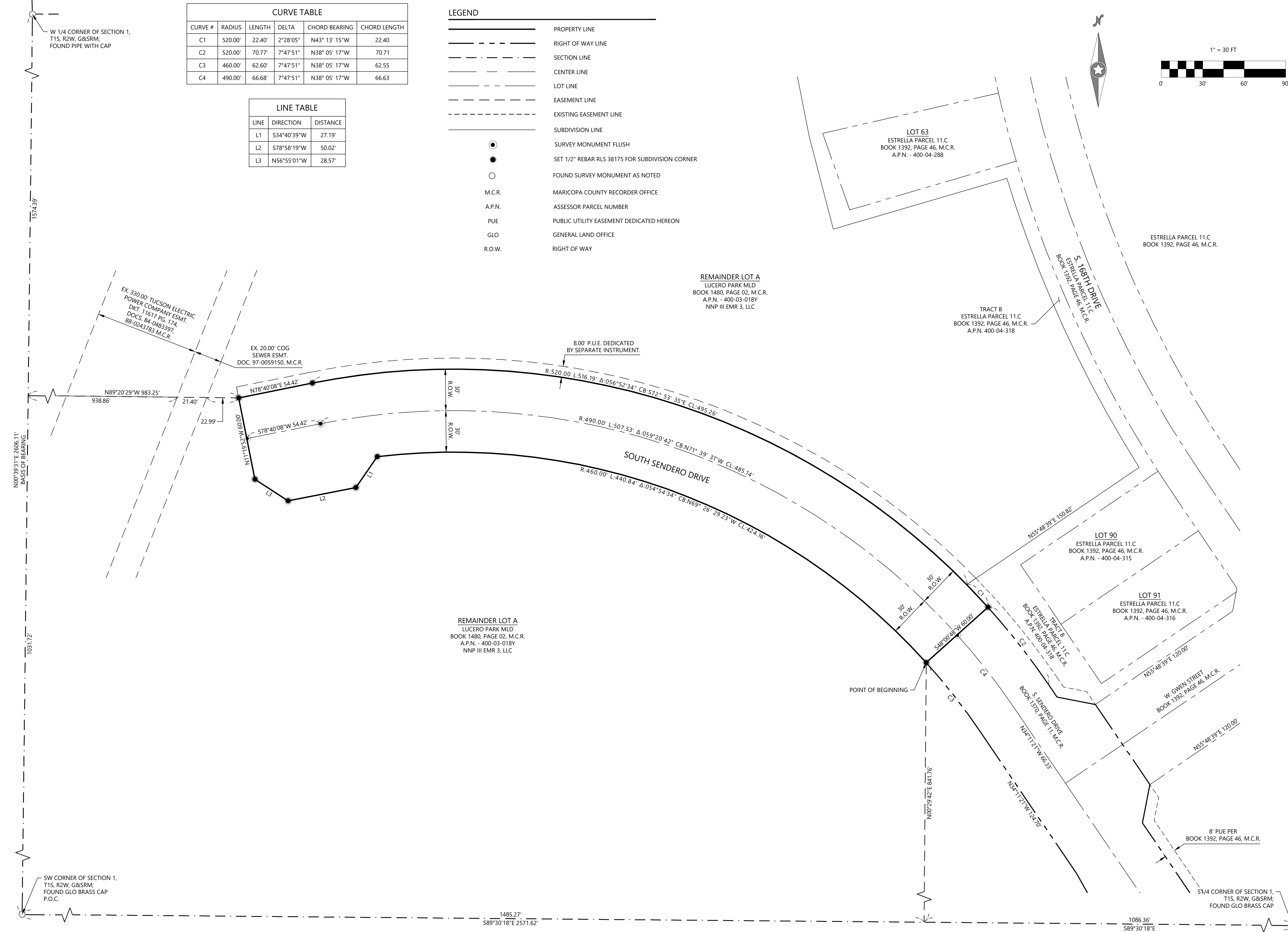
I, MICHAEL A. BANTA, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OF DEDICATION, CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF APRIL, 2021 AND MEETS THE MINIMUM STANDARDS FOR AN ARIZONA LAND BOUNDARY SURVEY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SE AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY:
MICHAEL A. BANTA, RLS
RLS# 38175
WESTWOOD PROFESSIONAL SERVICES
6909 EAST GREENWAY PARKWAY, SUITE 250
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 747-6558

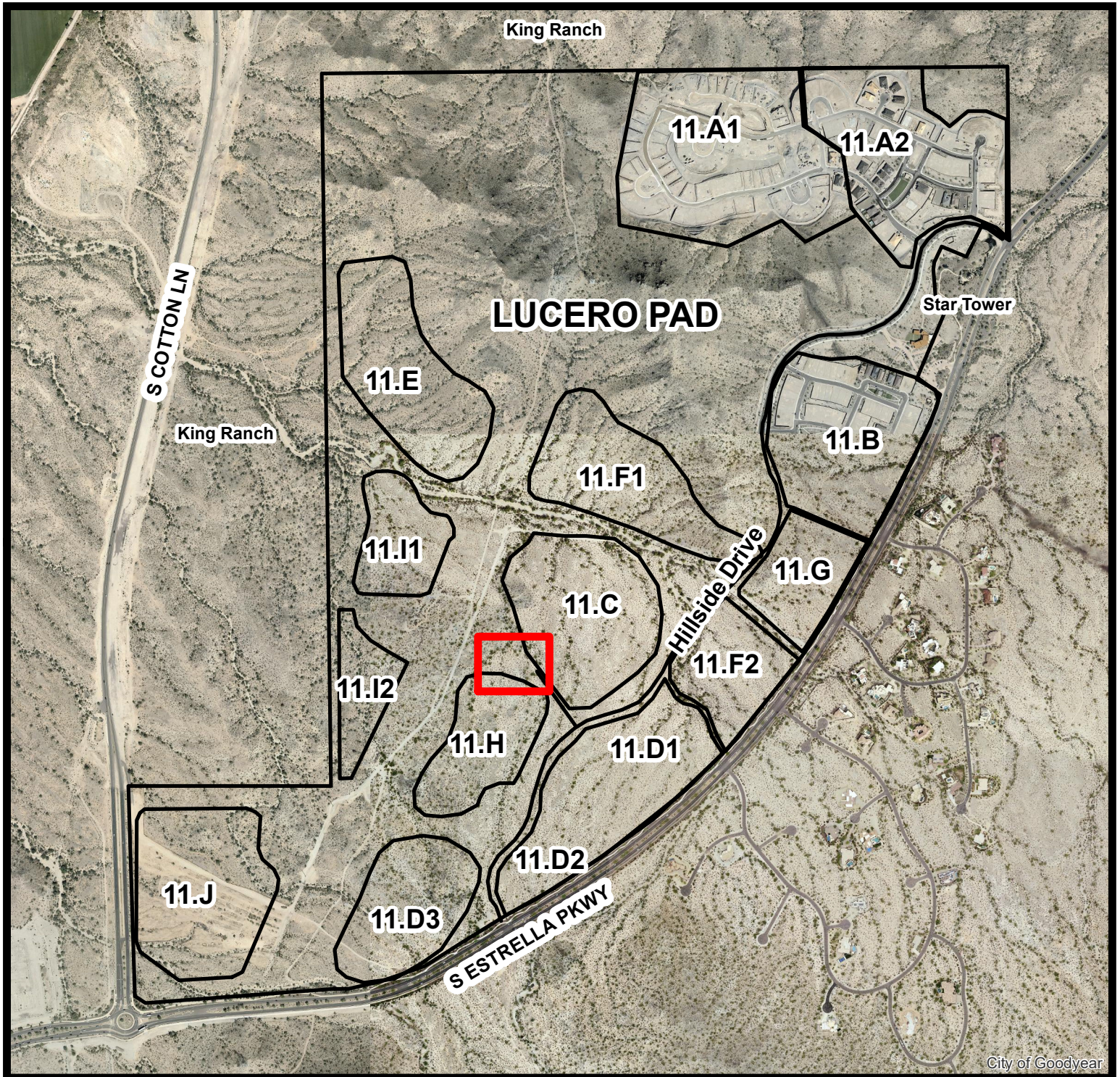


LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S34°40'39"W	27.19'
L2	S78°58'19"W	50.02'
L3	N56°55'01"W	28.57'

REMAINDER LOT A
LUCERO PARK MLD
BOOK 1480, PAGE 02, M.C.R.
A.P.N. - 400-03-018Y
NNP III EMR 3, LLC



**Aerial Photo
Map of Dedication
Sendero Dr. Extension Phs 2**



Drawn By: Alex Lestinsky
City of Goodyear Development Services Department
Date: February 10, 2021



ITEM #: 9.
DATE: 09/13/2021
AI #:477



CITY COUNCIL ACTION REPORT

SUBJECT: REVISE BUDGET RECOMMENDATION FOR COMPENSATION

STAFF PRESENTER(S): Julie Karins, City Manager

SUMMARY

Consider approval of a revised FY2022 budget recommendation that non-represented employees at the top of their pay range receive a lump-sum equivalent to 100% of the approved merit increase, instead of the previously requested 50%.

Recommendation

Approve the revised budget recommendation. (Julie Karins, City Manager)

FISCAL IMPACT

Lump Sum Cost Comparison: 2.5% versus 5.0%

Lump Sum Type	# of Employees	2.5%	5.0%
Full Lump Sum (Non-Sworn)	42	\$99,610	\$199,220
Partial Lump Sum (Non-Sworn)	31	\$65,294	\$90,903
Totals	73	\$164,904	\$290,123
Cost Difference: 2.5% versus 5.0%	\$125,219		

Funding for this action is available within the FY2022 budget as the budget was developed and adopted using a 5.0% increase for all non-sworn employees.

BACKGROUND AND PREVIOUS ACTIONS

Each position in the city is assigned to a pay range that identifies minimum and maximum pay rates. Employees move through the pay range via merit increases. Once an employee reaches the maximum of their pay range they are no longer eligible for merit increases. In lieu of merit increases, it is common for employers to offer lump sum payments to those at the maximum of their pay range to reward successful performance without growing their base pay.

Policy 200 – Employee Compensation provides for compensation increases for employees at the maximum of the range and states the following: “a lump sum salary increase may be recommended for employees who are at the maximum of their range based on budgeted funds. Lump sum salary increases are not added to the employee’s base pay and will be equal to the raise an employee would have received had they not been at the maximum of the range.”

Over the past seven years, Goodyear employees at the maximum of the range have received a lump sum salary increase of one-half the amount they would have received if they were not at the maximum of the range. This practice started as we emerged from the recession and reinstituted annual merit increases, and has been recommended and approved by Council during each of these budget cycles. As the language in the policy specifically states that lump sum payments were subject to budgeted funds, the payments made over the past years have been within policy.

STAFF ANALYSIS

Although we are currently embarking on a comprehensive compensation study, upon review of the policy, practice and history behind lump sum payments for those employees at the top of their pay range, we are recommending for FY2021/2022 retroactively returning to a normative pre-recession state of lump sums being equivalent to the amount that would have been received if the employee was at the maximum of the range. Applying the recommended change retroactively will adjust the lump sum increases for those employees not covered by the MOU who received one-half the lump sum on the payroll of July 1, 2021. The retroactive step supports a proactive approach to retain employees, guard against poaching, and allows focus on recruitment of new positions that are necessary to sustain our pace of continued growth.
