

City Council Regular Meeting

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

Monday, March 1, 2021 6:00 PM

Mayor Georgia Lord

Vice Mayor Bill Stipp

Councilmember Joe Pizzillo

Councilmember Sheri Lauritano

Councilmember Wally Campbell

Councilmember Brannon Hampton

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

While the Goodyear City Council meetings are open to the public, the occupancy has been reduced to implement social distancing. Seating is generally available on a first come basis, but meeting attendees will be cycled in and out if necessary to allow for speakers to speak on certain agenda items.

If you wish to speak during a Regular Meeting, please complete a speaker's card so that we may ensure you are in the room for that item.

Face Masks are required and must be worn when moving throughout the building.

Members of the public may still participate in the following ways:

- 1. Submit questions and comments for the Mayor and Council at the meeting:
 - Send an email to publiccomments@goodyearaz.gov.
 - Comments are limited to three minutes (approximately 380 words).
 - Include the Agenda Item Number.
 - Include your contact information.
 - Include if you are a Goodyear resident.
- 2. View the meeting at:
 - www.facebook.com/goodyearazgov (no account necessary);
 - www.goodyearaz.gov/voutube
- 3. Contact your Mayor and Council any time prior to the meeting at goodyearaz.gov.

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR LORD

ROLL CALL

COMMUNICATIONS

1. WATER CONSERVATION COMMITTEE

Staff will provide an update on the Water Conservation Committee. (Gretchen Erwin, Water Resources & Sustainability Manager)

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. APPROVAL OF MINUTES

Recommendation:

Approve the draft minutes of the February 1, 2021 City Council Special Meeting and the February 8, 2021 City Council Regular Meeting. (Darcie McCracken, City Clerk)

3. ACCEPTANCE OF A FIRE HYDRANT AND WATER LINE EASEMENT ASSOCIATED WITH THE GOODYEAR AIRPORT INDUSTRIAL PROJECT

Recommendation:

Accept the Fire Hydrant and Water Line Easement attached hereto and authorize its execution and recordation with the Maricopa County Recorder. (Linda Beals, Real Estate Coordiator)

4. APPROVAL OF ISSUANCE OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT ASSOCIATED WITH THE GOODYEAR CIVIC SQUARE-CITY HALL DEVELOPMENT

Recommendation:

Approve and authorize the execution of a Temporary Construction and Access Easement for the Goodyear Civic Square City Hall Development. (Linda Beals, Real Estate Coordiator)

PUBLIC HEARINGS

The following actions will take place for each public hearing item:

- A. Open the Public Hearing
- B. Staff Presentation
- C. Applicant Presentation (if applicable)
- D. Receive Public Comment
- E. Close the Public Hearing

5. PLANNED AREA DEVELOPMENT AMENDMENT TO AMEND THE RESTATED AND AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE - SOUTH

Recommendation:

- Conduct a public hearing to consider a request to amend the Restated and Amended Final Planned Area Development for Ballpark Village & Ballpark Village - South.
- 2. ADOPT RESOLUTION NO. 2021-2030 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-03A"; "LEGAL DESCRIPTION"; AND RESTATED & AMENDED FINAL PLANNED AREA

- DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE SOUTH DATED NOVEMBER 23. 2020".
- 3. ADOPT ORDINANCE NO. 2021-1494 CONDITIONALLY REZONING APPROXIMATELY 254.5 GROSS ACRES LOCATED ON THE EAST SIDE OF ESTRELLA PARKWAY, BETWEEN W. GOODYEAR BOULEVARD S. AND BULLARD AVENUE TO AMEND CERTAIN RES CATEGORY MULTI-FAMILY DEVELOPMENT STANDARDS IN THE RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE SOUTH; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. (Karen Craver, AICP, Principal Planner)

BUSINESS

6. FY2021 SPRING PAVEMENT MANAGEMENT PROJECTS

Recommendation:

Approve expenditures in the amount of \$1,600,000 to complete pavement management projects in various locations throughout the City. (Hugh Bigalk, City Traffic Engineer; Brian Harvel, Pavement Management Coordinator)

7. APPROVAL TO SUBMIT AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT Recommendation:

ADOPT RESOLUTION NO. 2021-2136 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) PROGRAM FUNDS TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Paul Luizzi, Fire Chief)

8. DONATION OF A SURPLUS 2014 CHEVROLET TAHOE TO THE BUCKEYE VALLEY FIRE DISTRICT

Recommendation:

ADOPT RESOLUTION NO. 2021-2137 APPROVING THE EXECUTION OF AN AGREEMENT PROVIDING FOR THE DONATION OF THE CITY'S SURPLUS 2014 CHEVROLET TAHOE TO THE BUCKEYE VALLEY FIRE DISTRICT FOR USE IN THE TERRORISM LIAISON OFFICER PROGRAM. (Tim Wayne, Deputy Fire Chief and Kevin Devery, Fleet Service Superintendent)

9. APS THREE RIVERS 230 KV TRANSMISSION LINE PROJECT Recommendation:

Approve the preferred route as reflected in Exhibit 2 attached hereto and the two alternative routes as reflected in Exhibits 3 and 4 attached hereto for the 230 kV Transmission Lines, that APS plans to bring before the Arizona Power Plant and Transmission Line Siting Committee in April 2021. (Sumeet Mohan, P.E. Director of Engineering)

10. **DEVELOPMENT AGREEMENT FOR AT-RISK PERMITS FOR DEVELOPMENT OF CIVIC SQUARE**

Recommendation:

ADOPT RESOLUTION NO. 2021-2142 APPROVING THE DEVELOPMENT AGREEMENT FOR AT-RISK PERMITS FOR DEVELOPMENT OF CIVIC SQUARE; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE. (Sumeet Mohan, Director of Engineering)

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

March 15, 2021 Work Session 5:00 p.m.

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.

AGENDA ITEM #: 1. DATE: 03/01/2021

CAR #: CO-2021-389



CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Gretchen Erwin, Water Resources & Sustainability Manager

SUBJECT:

WATER CONSERVATION COMMITTEE

Staff will provide an update on the Water Conservation Committee. (Gretchen Erwin, Water Resources & Sustainability Manager)

Attachments

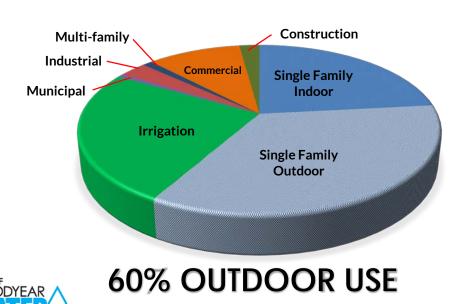
Presentation





COMMITTEE'S FOCUS

WATER USAGE BY SECTOR



RECOMMENDATIONS

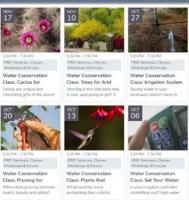
#1	LANDSCAPE DESIGN STANDARDS
#2	CONSERVATION RATE STRUCTURE
#3	CITY-WIDE TREE PLAN
#4	AMI IMPLEMENTATION
#5	COMMUNITY EDUCATION
#6	LANDSCAPE INCENTIVES
#7	POOL COMMITTEE
#8	CUSTOMER FRIENDLY SERVICES
#9	WATER MAIN FLUSHING PROGRAM
#10	SMART CONTROLLERS - PILOT
#11	HOME IRRIGATION CHECK-UPS
#12	WATER INTENSIVE EXCEPTIONS



UPDATES

- Virtual Conservation Classes
- Water Wednesday **Blasts/Social Media**
- **Resident and Employee Engagement**
- Water Budgeting Tool

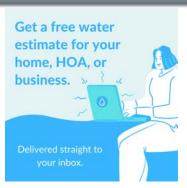


















UPDATES

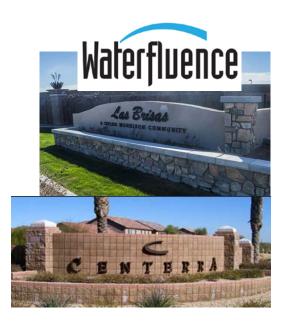
- Flume
- Waterfluence
- Irrigation Smart Controllers
- Landscape Incentive















UPDATES

- Landscape Design Standards
 - Development Services Target completion Summer 2021
- Conservation Rate Structure
 - o Council approved 1/25/2021
- Water Intensive Exceptions
 - o Practicing since 2019
- Water Main Flushing Program
 - Currently underway







IT'S A Beautiful DAY TO SAVE WATER





AGENDA ITEM #: 2. DATE: 03/01/2021



APPROVAL OF MINUTES

SUBJECT APPROVAL OF MINUTES

Recommendation:

Approve the draft minutes of the February 1, 2021 City Council Special Meeting and the February 8, 2021 City Council Regular Meeting. (Darcie McCracken, City Clerk)

Attachments

February 1, 2021 Draft Special Meeting Minutes

February 8, 2021 Draft Regular Meeting Minutes

City Council Special Meeting

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



Monday, February 1, 2021

6:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Lord called the Special Meeting to order at 8:05 p.m.

ROLL CALL

Present: Mayor Georgia Lord; Vice Mayor Bill Stipp; Councilmember Joe Pizzillo; Councilmember

Sheri Lauritano; Councilmember Wally Campbell; Councilmember Brannon Hampton;

Councilmember Laura Kaino

Staff

City Manager Julie Arendall; City Attorney Roric Massey; City Clerk Darcie McCracken

Present:

BUSINESS

COUNCIL, UPON ROLL CALL VOTE, MAY CONVENE INTO EXECUTIVE SESSION AS POSTED FOR THE FOLLOWING:

Motion by Vice Mayor Stipp, seconded by Councilmember Pizzillo, to CONVENE an Executive Session.

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

Passed - Unanimously

- 1. Pursuant to A.R.S. § 38-431.03(A)(3)(4): Discussion and consultation with the City Attorney and City Manager to receive an update, to consider its position, and to provide instruction/direction to City Attorney and City Manager regarding City's position in connection with contractual negotiations associated with economic development opportunities.
- 2. Pursuant to A.R.S. §38-431.03(A)(3) & (4): Discussion with the City Attorney for legal advice and consultation and to consider its position and to provide instruction/direction to City Attorney and City Manager regarding city's position in connection with contracts subject to negotiation related to the Civic Square Declaration of Easements, Covenants, Conditions and Restrictions.

Mayor Lord recessed the meeting at 8:05 p.m.

Mayor Lord called the Special Meeting back to order at 8:16 p.m.

The City Council entered into Executive Session at 8:16 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Lord adjourned the Executive Session at 8:52 p.m.

RECONVENING OF SPECIAL MEETING

SEAL:

Mayor Lord reconvened the Special Meeting at 8:52 p.m.

ADJOURNMENT			
	There being no further business to discuss, Mayor Lord adjourned the Special Meeting at 8:52 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 SPECIAL MEETING of the city of Goodyear, Arizona, held on February 1, 2021. I further certify that the meeting was duly called and held and that a quorum was present.		
	Dated this day of, 2021.		
	Darcie McCracken, City Clerk		

City Council Regular Meeting

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



Monday, February 8, 2021

6:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Lord called the Regular Meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON

ROLL CALL

Present: Mayor Georgia Lord; Vice Mayor Bill Stipp; Councilmember Sheri Lauritano;

Councilmember Wally Campbell; Councilmember Brannon Hampton;

Councilmember Laura Kaino

Absent: Councilmember Joe Pizzillo

Staff City Manager Julie Arendall; City Attorney Roric Massey; City Clerk Darcie McCracken

Present:

MOTION BY Councilmember Wally Campbell, SECONDED BY Vice Mayor Bill Stipp to EXCUSE Councilmember Pizzillo. The motion carried by the following vote:

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

Passed - Unanimously

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Vice Mayor Bill Stipp, SECONDED BY Councilmember Laura Kaino to APPROVE Consent Agenda Items 1 through 7. The motion carried by the following vote:

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

Passed - Unanimously

1. APPROVAL OF MINUTES

Recommendation:

Approve the draft minutes from the Regular Meeting held on January 25, 2021. (Darcie McCracken, City Clerk)

2. ACQUISITION OF CONTROL FOR SERIES 9 (LIQUOR STORE) LIQUOR LICENSE FOR BEVMO

Recommendation:

Recommend to the Arizona Department of Liquor Licenses and Control (DLLC) approval of Application No. 134918, a request from Andrea Dahlman Lewkowitz, agent/applicant for Beverages & More Inc. dba BEVMO, for an Acquisition of Control of a Series 9 (Liquor Store) liquor license. No. 09079006 assigned to BEVMO, located at 15405 West McDowell Road, Goodyear, Arizona 85338 (Generally located on the southeast corner of Pebble Creek Parkway and McDowell Road). (Darcie McCracken, City Clerk)

3. FINAL PLAT OF GOODYEAR CIVIC SQUARE PARCEL A AT ESTRELLA FALLS

Recommendation:

Approve the Final Plat of Goodyear Civic Square Parcel A at Estrella Falls subject to stipulations. (Katie Wilken, Planning Manager)

4. APPROVE THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIVIC SQUARE

Recommendation:

ADOPT RESOLUTION NO. 2021-2133 APPROVING THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIVIC SQUARE; PROVIDING FOR AUTHORIZATION, DIRECTION AND AN EFFECTIVE DATE. (Roric Massey, City Attorney)

5. FINAL PLAT FOR CURVE AT ESTRELLA COMMONS

Recommendation:

Approve the Final Flat for Curve at Estrella Commons subject to stipulations. (Katie Wilken, Planning Manager)

6. APPROVAL OF A TERMINATION AND RELEASE OF SEWER EASEMENT AND ACCEPTANCE OF AN EXCLUSIVE SEWER LINE AND ACCESS EASEMENT AND ASSOCIATED WITH THE PROLOGIS DEVELOPMENT.

Recommendation:

Approve the Termination and Release of the Sewer Easement attached hereto and authorize its execution and recordation with the Maricopa County Recorder and Accept the Exclusive Sewer Line and Access Easement attached hereto and authorize its execution and recordation with the Maricopa County Recorder following the recordation of the

Release. (Linda Beals, Real Estate Coordinator)

7. ADOPT PUBLIC SAFETY RETIREMENT SYSTEM FY2022 FUNDING POLICY

Recommendation:

Adopt the Public Safety Personnel Retirement System FY2022 Pension Funding Policy. (Doug Sandstrom, Finance Director)

BUSINESS

8. ADOPT FY2022 FINANCIAL POLICIES

Finance Director Doug Sandstrom presented a request to Adopt the FY2022 Financial Policies. Mr. Sandstrom reviewed the two major policy changes that included increasing the amount of construction sales tax dollars that would be used for operations, and adding a hierarchy of using restricted funds first and then moving to least restrictive funds as a last source of revenue.

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Wally Campbell to ADOPT the Financial Policies as presented in Attachment 1. The motion carried by the following vote:

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

Passed - Unanimously

9. PRELIMINARY PLAT FOR ESTRELLA PARCEL 11.11

Senior Planner Alex Lestinsky presented a request to approve the preliminary plat for Estrella Parcel 11.I1. Ms. Lestinsky explained that preliminary plats are normally placed on the Consent Agenda, but due to some language changes that were different than what was presented to the Planning and Zoning Commission, this item was being presented to Council as a Business item.

Ms. Lestinsky discussed the details of the parcel stating it was part of the Lucero Planned Area Development. She explained the parcel consisted of 9 acres, 38 proposed lots and 3 open space tracts.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Laura Kaino to APPROVE the preliminary plat for Estrella Parcel 11.I1, subject to stipulations. The motion carried by the following vote:

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

Passed - Unanimously

10. ESTRELLA HIGHLANDS ANNEXATION

Development Services Director Christopher Baker provided an overview of the annexation process in Arizona.

Council asked who would get the petition signatures for the process. Mr. Baker replied that in this annexation request, the property owner would get signatures since the property owner was petitioning the annexation request. He added that if it was a geographical area annexation, the City would give notice asking the public to sign the petition instead of going door to door.

Council asked if one property owner was against the annexation, could the remaining property owners move forward. Mr. Baker responded that at least 50% within the geographical area had to approve the annexation to move forward, so one person could not hold up the process.

Planning Manager Katie Wilken presented a request to proceed with the Estrella Highlands annexation. She stated the subject property was located near Tuthill Road and Queen Creek Road.

Council wanted to clarify that the purpose of this item was for staff to obtain approval to continue having a discussion with the property owner to annex their property.

Ms. Wilken added that the reason for the request was because the next step in the process was to file a copy of the annexation map and a blank petition with the Maricopa County Recorder to start the public process.

Ms. Wilken went on to discuss the details of the subject property noting it consisted of 1,250 acres. She also explained the evaluation criteria for annexation focusing on the ability of the City to provide basic services in a timely manner. Those basic services included streets, transportation, emergency services, water and wastewater services. She added that Arizona State Statute required that the City have a plan to provide service to an area within 10 years after the annexation.

Shaine Alleman, with Tiffany & Bosco P.A., representing the applicant, discussed the process and the time and effort spent on the annexation. He stated that a Planned Area Development would be submitted along with a development agreement so that they could work with staff on the details of the development of the subject property.

Council thanked staff for the presentation.

Council was curious about how problematic it could be when dealing with multiple owners in terms of infrastructure and liability. Ms. Wilken explained that there were multiple property owners for the subject property and when creating a development agreement, it did create some concern. She stated the applicant was confident that they would be able to work through the concerns.

Mr. Alleman added that all of the property owners would be moving forward together as one body with the annexation.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to AUTHORIZE staff to proceed with the Estrella Highlands annexation. This action does not commit City Council to annex the land into the city of Goodyear. The motion carried by the following vote:

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

Passed - Unanimously

Darcie McCracken, City Clerk

INFORMATION ITEMS			
City Manager Julie Arendall advised that the City would be holding an election for proposed Charter changes on March 9, 2021. She invited the public to a virtual public			
meeting on Wednesday, February 24, 2021 at 10 a.m. on the proposed Charter changes. Ms. Arendall also noted that City offices would be closed on Monday, February 15, 2021 in			
observance of Presidents' Day.			
FUTURE MEETINGS			
The next meeting is a Work Session on February 22, 2021 at 5:00 p.m.			
ADJOURNMENT			
There being no further business to discuss, Mayor Lord adjourned the Regular Meeting at 6:44 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 February 8, 2021. I further certify that the meeting was duly called and held and that a quorum was present.			
Dated this day of, 2021. SEAL:			

AGENDA ITEM #: 3. DATE: 03/01/2021 CAR #: 2021-7199



CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPTANCE OF A FIRE HYDRANT AND WATER LINE EASEMENT ASSOCIATED WITH THE GOODYEAR AIRPORT INDUSTRIAL PROJECT

STAFF PRESENTER(S): Linda Beals, Real Estate Coordinator

SUMMARY:

Acceptance of a Fire Hydrant and Water Line Easement associated with the Goodyear Airport Industrial Project located northwest of Litchfield Road and MC-85.

Recommendation:

Accept the Fire Hydrant and Water Line Easement attached hereto and authorize its execution and recordation with the Maricopa County Recorder. (Linda Beals, Real Estate Coordiator)

FISCAL IMPACT:

There will be no fiscal impact to the city in the fiscal year 2021 or future years related to the acceptance of the Fire Hydrant and Water Line Easement.

BACKGROUND AND PREVIOUS ACTIONS:

The fire hydrant and associated water line were constructed as part of an earlier phase of the Goodyear Airport Industrial Project. However, no easement was dedicated to provide for the ongoing operation and maintenance of the water facilities.

STAFF ANALYSIS

City staff has determined that an easement is required for the ongoing operation and maintenance of the existing fire hydrant and associated water line and recommends the acceptance of the Fire Hydrant and Water Line Easement attached hereto.

Attachments

Easement

When recorded Mail to:

City of Goodyear City Clerk / LRB 190 N. Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

FIRE HYDRANT AND WATER LINE EASEMENT

GRANTOR:

GRANTEE:

CRP/ODC GOODYEAR VENTURE, L.L.C., a Delaware limited liability company

CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CRP/ODC GOODYEAR VENTURE, L.L.C.** ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, its successors and assigns ("GRANTEE") a perpetual Fire Hydrant and Water Line Easement. The Fire Hydrant and Water Line Easement shall be a permanent easement on, across, over, and under the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area") allowing GRANTEE its contractors and their subcontractors to enter, construct, operate, maintain, inspect, modify, repair, remove, and/or replace a fire hydrant, underground water line(s) and appurtenances (the "Facilities") within, on, across, over, and under the Easement Area.

The GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described. GRANTOR reserves for itself, its successors and assigns the right to use the Easement Area for purposes that are not inconsistent with the GRANTEE'S easement rights conveyed herein and that do not interfere with or endanger any of the Facilities constructed within, on, across, over or under the Easement Area. Unless authorized by the City Engineer or his/her designee in an approved set of construction plans, GRANTOR, its successors and assigns shall not locate, erect, construct or permit to

be located, erected or constructed, any building or other structure or drill any well within the Easement Area.

This Fire Hydrant and Water Line Easement runs with the land and is binding upon Grantor and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Easement Area.

IN WITNESS WHEREOF, this instrument is executed this _____ day of , 2021.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

CRP/ODC GOODYEAR VENTURE, L.L.C, a Delaware limited liability company

By: Opus Development Company, L.L.C., a Delaware limited liability company Its: Authorized Member

State of Illinois)
)ss.
County of Cook)

This instrument (Fire Hydrant and Water Line Easement) was acknowledged before me on <u>February 3</u>, 2021 by David L. Everson as Vice President of Opus Development Company, L.L.C, a Delaware limited liability company, as the authorized member on behalf of CRP/ODC Goodyear Venture, L.L.C., a Delaware limited liability company.

Notary Public in and for said State

My Commission Expires: 9.15.2022

OFFICIAL SEAL
EVA J. JOHNS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 09/15/2022

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:				
ACCEPTED by the CI	TY OF GOODYEAR, AR , 2021.	IZONA, an Ariz	ona municipal co	rporation, the
Ву:				
lts:				
State of Arizona))ss.			
County of Maricopa	•			
acknowledged before as	g instrument (Fire Hydre e me this day of of t on, on behalf of said co	, 202 he CITY OF GO	21 by	
		Notary Pu	ıblic	

Exhibit(s) on Following Page(s)

4

EXHIBIT "A"

LEGAL DESCRIPTION

Exhibit(s) on Following Page(s)

EXHIBIT "A"
WATER LINE EASEMENT
GOODYEAR, ARIZONA



LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 16:

THENCE SOUTH 01 DEGREE 42 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,046.90 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD AS DESCRIBED IN BOOK 95 OF DEEDS, PAGE 84, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 55 DEGREES 58 MINUTES 27 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.81 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF A WATER LINE EASEMENT AS RECORDED IN DOCUMENT NO. 2013-1029974, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 34 DEGREES 01 MINUTE 33 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID WATER LINE EASEMENT, A DISTANCE OF 5.51 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY LINE, NORTH 45 DEGREES 12 MINUTES 14 SECONDS WEST, A DISTANCE OF 16.76 FEET;

THENCE NORTH 44 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 28.66 FEET;

THENCE SOUTH 45 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 7.65 FEET TO A POINT ON THE NORTHERLY LINE OF SAID WATER LINE EASEMENT RECORDED IN DOCUMENT NO. 2013-1029974:

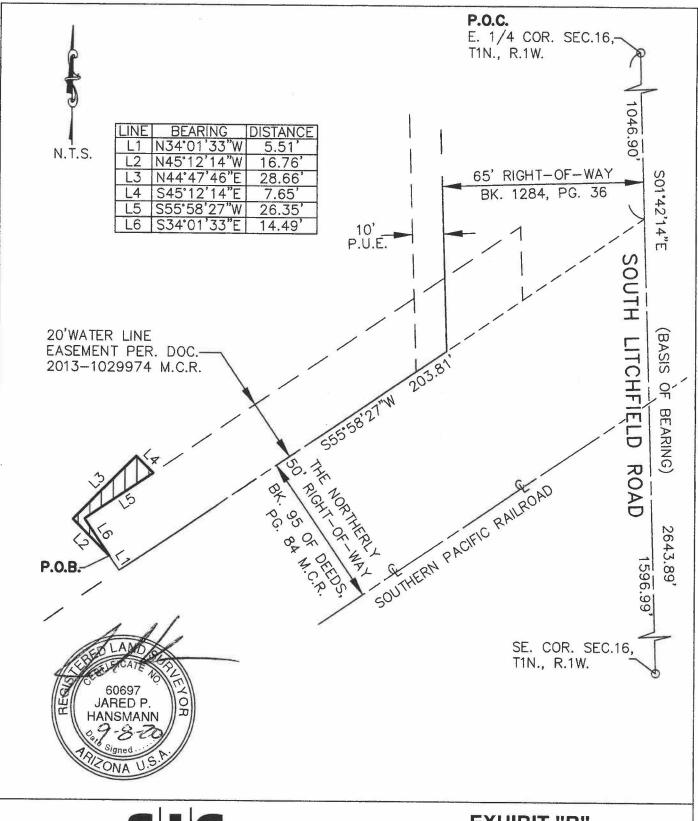
THENCE SOUTH 55 DEGREES 58 MINUTES 27 SECONDS WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 26.35 FEET;

THENCE SOUTH 34 DEGREES 01 MINUTE 33 SECONDS EAST, ALONG

THE AFOREMENTIONED WESTERLY LINE OF SAID WATER LINE EASEMENT, A DISTANCE OF 14.49 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 159 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.







SURVEY INNOVATION GROUP, INC

Ph (480) 922 0780 Land Surveying Services Fx (480) 922 0781 22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024

EXHIBIT "B" WATER LINE EASEMENT GOODYEAR ARIZONA

JOB #19-023	DWG: 19-023_WL_EXH	DATE 8-26-20
SCALE: N.T.S.	DRAWN: M.E.C. CHK: D.S.R.	SHEET 1 OF 1

AGENDA ITEM #: 4. DATE: 03/01/2021 CAR #: 2021-7204



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF ISSUANCE OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT ASSOCIATED WITH THE GOODYEAR CIVIC SOUARE-CITY HALL DEVELOPMENT

STAFF PRESENTER(S): Linda Beals, Real Estate Coordinator

SUMMARY:

Approve the issuance of a Temporary Construction and Access Easement for the Goodyear Civic Square-City Hall Development located northwest of 150th Drive and McDowell Road.

Recommendation:

Approve and authorize the execution of a Temporary Construction and Access Easement for the Goodyear Civic Square City Hall Development. (Linda Beals, Real Estate Coordiator)

FISCAL IMPACT:

There will be no fiscal impact to the city in the fiscal year 2021 or future years related to the issuance of the Temporary Construction and Access Easement.

BACKGROUND AND PREVIOUS ACTIONS:

As part of the development of the Goodyear Civic Square a portion of the Bullard Wash property adjacent to the City Hall site will need to be graded and landscaped in conjunction with the construction of City Hall. The developer of the property Globe Land Investors, LLC, a Delaware limited liability company has requested a Temporary Construction and Access Easement to complete the required grading and landscaping work on the adjacent Bullard Wash Property.

STAFF ANALYSIS

City engineering staff has reviewed and confirmed that the easement document attached is consistent with the work that will be required to grade and landscape the Bullard Wash area associated with the plans for the Goodyear Civic Square-City Hall Development.

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

GRANTOR:

GRANTEE:

CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation

GLOBE LAND INVESTORS, LLC, a Delaware limited liability company

In consideration of the mutual covenants set forth herein, the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, ("GRANTOR") does hereby grant and convey to GLOBE LAND INVESTORS, LLC, a Delaware limited liability company ("GRANTEE") a Temporary Construction and Access Easement ("TCE") in, upon, over, under and across that certain real property situated in Maricopa County, Arizona, and more particularly described as follows:

EXHIBIT "A" attached hereto (the "TCE Area")

GRANTOR grants to GRANTEE the right to:

- 1. <u>Grade/Fill Dirt Removal</u> enter upon and Grade and remove native fill dirt from the TCE Area consistent with the Final Development Plans-Grading Plan, Administrative Building Globe Corporation by Olsson Engineering as approved by the City of Goodyear, Engineering Director or his designee (the "Approved Grading Plans") and enter upon and regrade and remove native fill dirt from the TCE Area consistent with the Approved Grading Plans during the warranty period prior the City's final acceptance of the completed grading.
- 2. <u>Landscaping</u> enter upon and install landscaping per landscaping plans for the Administrative Globe Corporation to be submitted by GRANTEE and approved by the City of Goodyear, Engineering Director or his designee (the "Approved Landscape Plans") and enter upon and remove and replace landscaping consistent with the Approved Landscape Plans during the warranty period prior to the City's final acceptance of the completed landscaping.

Together, the Grading/Fill Dirt Removal and Landscaping described above, shall be described as ("GRANTEE'S Construction Project") and rights granted to GRANTEE herein shall include all purposes incidental to GRANTEE'S Construction Project.

GRANTEE shall keep the TCE Area free and clear of construction, mechanics', materialmans' or other liens or encumbrances of any kind related to or arising from GRANTEE'S exercise of its rights under this TCE. The provisions in this paragraph shall survive the expiration or earlier termination of this TCE.

To the extent allowed by law, GRANTEE shall defend, indemnify, release, and hold harmless GRANTOR, and its directors, officers, employees, agents, successors and assigns thereof, against and from any claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising out of or alleged to have arisen from acts or omissions of GRANTEE, acts or omissions of GRANTEE'S agents, representative and employees, and/or acts or omissions of all contractors and subcontractors and their respective employees, agents and representatives working on GRANTEE'S Construction Project that are related to: (a) the use or occupancy of the TCE Area, including, but not limited to, claims by third parties who are invited or permitted onto the TCE Area, either expressly or impliedly; (b) the exercise of rights granted under this TCE; and/or (c) the failure to comply with or fulfill its obligations established by this TCE or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by GRANTOR in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. GRANTEE'S obligation pursuant to this paragraph shall not extend to liability attributable to the gross negligence or willful action of GRANTOR, its directors, officers, employees, agents, successors or assigns. The provisions of this paragraph shall survive the expiration or earlier termination of this TCE.

GRANTEE shall, during the entire term this TCE is in effect, maintain and keep in full force and effect commercial general liability insurance with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence with an aggregate limit of no less than \$2,000,000 insuring against all liability that arises out of any of the matters covered by this TCE, which includes, but is not limited to: the use of the TCE Area and the installation and construction of the improvements being constructed within the TCE Area pursuant to this TCE. Such insurance policy shall name the City of Goodyear, an Arizona municipal corporation, as an additional insured and provide that notice shall be given to the City no less than thirty (30) days prior to cancellation of such policy. GRANTEE shall also require all contractors and subcontractors to carry that same insurance coverage GRANTEE is required to carry and to comply with the same requirements regarding such coverage (i.e. the City being named as an additional insured with at least thirty (30) days' notice of cancellation). GRANTEE shall provide the City with certificates evidencing such insurance coverage prior to entry onto the TCE Area. Further, GRANTEE shall not assign or delegate any of its rights hereunder or permit any contractor, subcontractor or materialman to enter upon the TCE Area for any purpose unless such person or entity is duly licensed, bonded and insured to the extent set forth herein. GRANTEE shall maintain evidence of compliance with this provision and shall provide such evidence to the GRANTOR upon written requests.

This TCE is personal to GRANTEE and may not be assigned without the written consent of the City of Goodyear.

This TCE shall automatically terminate without further action required on the part of the City as follows. If GRANTEE has not pulled a permit and commenced work on GRANTEE'S Construction Project by September 1, 2021, this TCE shall terminate on September 2, 2021. If GRANTEE has pulled a permit and has commenced work by September 1, 2021, this TCE shall terminate upon the later of the following: the City's final acceptance of the grade/fill dirt removal as described above and the City's final acceptance of the landscaping as described above. Following the termination of this TCE as provided herein, and if requested by the City, GRANTEE shall execute any documents

prepared by the City that will clear the title to the TCE Area. The provisions of this paragraph shall survive the expiration or earlier termination of this TCE.

IN WITNESS WHEREOF, GRANTOR (the City of Goodyear) has caused this Temporary Construction and Access Easement to be signed by its duly authorized representative as of the date set forth below.

GRANTOR:

CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation

Ву:	
Its:	Date:
State of Arizona))ss.	
County of Maricopa)	
The foregoing instrument (Temporary acknowledged before me this day of the City of Goodyear, an Arizona municipal conexecuted the foregoing instrument for the purposodyear, an Arizona municipal corporation.	rporation, and that he being authorized to do so
	Notary Public

Signatures, Acknowledgments and Exhibits on following pages

IN WITNESS WHEREOF, GRANTEE, CIVIC SQUARE BUILD TO RENT, LLC, a Delaware limited liability company, has caused this Temporary Construction and Access Easement to be signed by its duly authorized representative as of the date set forth below.

GRANTEE:

GLOBE LAND INVESTORS, LLC, a Delaware limited liability company

By: Globe Corporation,

an Illinois corporation

Its: Managing Member

Its: President & Co-CED

State of Arizona)ss
County of Maricopa)

The foregoing instrument (Temporary Construction and Access Easement) was acknowledged before me this 18th day of 15th of Globe Corporation, an Illinois corporation, the Managing Member of GLOBE LAND INVESTORS, LLC, a Delaware limited liability company and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

Exhibits on following page

Notary Public

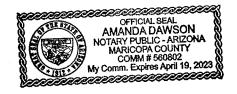


EXHIBIT "A" TCE AREA

DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND PART OF CITY OF GOODYEAR PARCEL NUMBER 501-69-016M, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 89°27'45" WEST, A DISTANCE OF 2619.39 FEET; THENCE NORTH 00°32'11" EAST. A DISTANCE OF 71.00 FEET TO THE NORTHERLY RIGHT- OF-WAY LINE OF W. MCDOWELL ROAD AS SHOWN ON THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, BOOK 956, PAGE 21, MARICOPA COUNTY RECORDS; THENCE NORTH 89°27'45" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 164.42 FEET TO THE EASTERLY LINE OF BULLARD WASH AS SHOWN ON THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT BULLARD WASH, BOOK 955, PAGE 42, MARICOPA COUNTY RECORDS, AND THE BEGINNING OF A 1500.00 FOOT RADIUS NON-TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS SOUTH 84°41'35" WEST; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, AND NORTHERLY ALONG SAID EASTERLY LINE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°20'53", AN ARC LENGTH OF 637.43 FEET, THE CHORD OF SAID ARC BEARS NORTH 17°29'03" WEST A DISTANCE OF 632.64 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 67°03'47" WEST A DISTANCE OF 9.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, AND TO THE EASTERLY EDGE OF AN EXISTING CONCRETE SIDEWALK; THENCE ALONG SAID SIDEWALK THE FOLLOWING FOUR (4) COURSES; THENCE NORTHWESTERLY SAID CURVE HAVING A RADIUS OF 162.82 FEET, THROUGH A CENTRAL ANGLE OF 08°08'42", AND AN ARC LENGTH OF 23.15 FEET, THE CHORD OF SAID ARC BEARS NORTH 34°50'43" WEST A DISTANCE OF 23.13 FEET TO THE BEGINNING OF A REVERSE CURVE; THENCE ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 600.00 FEET, THROUGH A CENTRAL ANGLE OF 07°30'10", AND AN ARC LENGTH OF 78.57 FEET, THE CHORD OF SAID ARC BEARS NORTH 35°09'59" WEST A DISTANCE OF 78.51 FEET TO THE BEGINNING OF A REVERSE CURVE; THENCE ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1185.00 FEET, THROUGH A CENTRAL ANGLE OF 21°17'36", AND AN ARC LENGTH OF 440.39 FEET, THE CHORD OF SAID ARC BEARS NORTH 42°03'42" WEST A DISTANCE OF 437.86 FEET TO A POINT OF TANGENCY; THENCE NORTH 52°42'30" WEST A DISTANCE OF 113.48 FEET; THENCE NORTH 39°25'25" EAST A DISTANCE OF 19.89 FEET TO THE WEST LINE OF PARCEL NUMBER 501-69-016L; THENCE ALONG SAID WEST LINE SOUTH 50°34'35" EAST A DISTANCE OF 113.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET, THROUGH A CENTRAL ANGLE OF 20°55'34", AND AN ARC LENGTH OF 547.84 FEET, THE CHORD OF SAID ARC BEARS SOUTH 40°07'16" EAST A DISTANCE OF 544.80 FEET TO THE POINT OF BEGINNING, CONTAINING 9,208 SQUARE FEET, OR 0.211 ACRES, MORE OR LESS.

On behalf of Olsson,

stered Land Survey ERTIFICATENO 72050 **NICHOLAS SCHRADER**

Signed: PIZONA

Nicholas Schräder

Expiration Date: December 31, 2023

EXHIBIT

Arizona RLS No. 72050

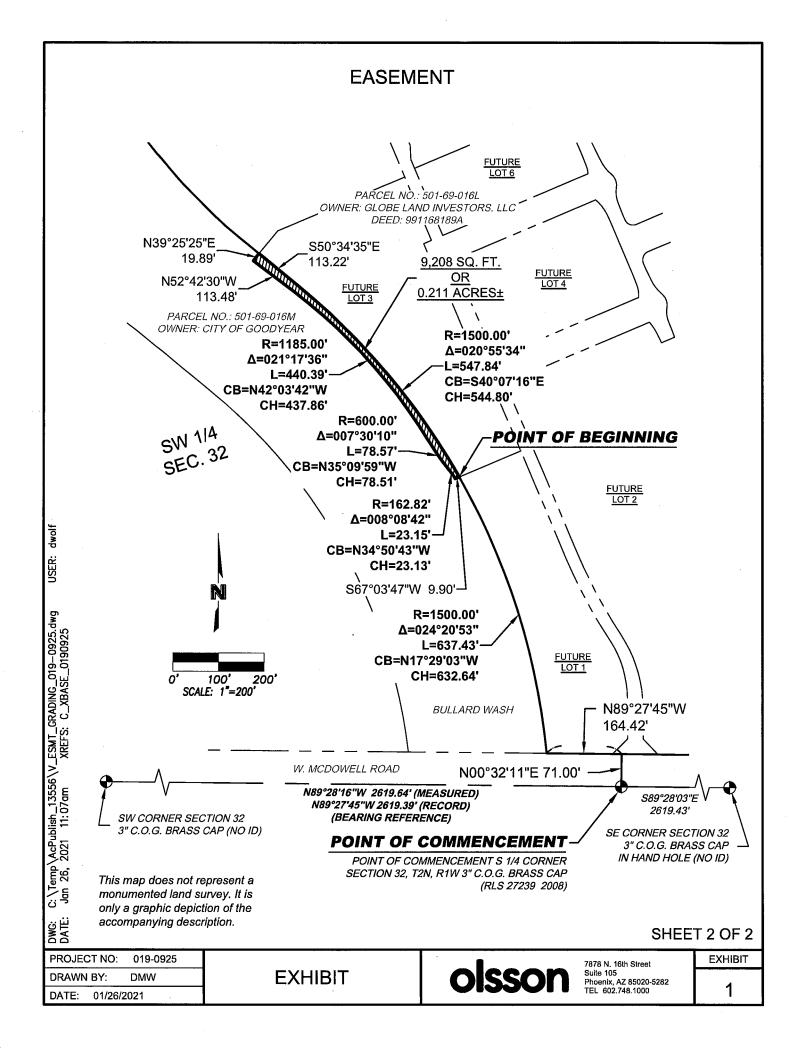
SHEET 1 OF 2

PROJECT NO: 019-0925 DRAWN BY: **DMW** DATE: 01/26/2021

7878 N. 16th Street Phoenix, AZ 85020-5282 TEL 602.748.1000

EXHIBIT

Α



AGENDA ITEM #: 5. DATE: 03/01/2021 CAR #: 2021-7172



CITY COUNCIL ACTION REPORT

SUBJECT: PLANNED AREA DEVELOPMENT AMENDMENT TO AMEND
THE RESTATED AND AMENDED FINAL PLANNED AREA
DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK
VILLAGE - SOUTH

STAFF PRESENTER(S): Karen Craver, AICP, Principal Planner

OTHER PRESENTER(S):

Brennan Ray, Burch & Cracchiolo, P.A., representing El Dorado Ballpark Village LLC

SUMMARY:

A Planned Area Development (PAD) Amendment to revise the multi-family residential density range in the RES-1 & RES-2 zoning categories from 5-10 & 6-15 dwelling units/acre, respectively, to 5-30 dwelling units/acre in both zoning categories, and to increase the maximum allowed multi-family residential building height in the RES-1 & RES-2 zoning categories from 42 feet to 46 feet, within the Ballpark Village – South section of the Ballpark Village & Ballpark Village – South PAD, south of Yuma Road on the east side of Estrella Parkway. No revisions are proposed to the Ballpark Village section of the PAD.

Recommendation:

- 1. Conduct a public hearing to consider a request to amend the Restated and Amended Final Planned Area Development for Ballpark Village & Ballpark Village South.
- 2. ADOPT RESOLUTION NO. 2021-2030 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-03A"; "LEGAL DESCRIPTION"; AND RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE SOUTH DATED NOVEMBER 23, 2020".
- 3. ADOPT ORDINANCE NO. 2021-1494 CONDITIONALLY REZONING APPROXIMATELY 254.5 GROSS ACRES LOCATED ON THE EAST SIDE OF ESTRELLA PARKWAY, BETWEEN W. GOODYEAR BOULEVARD S. AND BULLARD AVENUE TO AMEND CERTAIN RES CATEGORY MULTI-FAMILY DEVELOPMENT STANDARDS IN THE RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE SOUTH; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. (Karen Craver, AICP, Principal Planner)

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:

In May of 2007, the Wood Corporate Campus and Ballpark Village Final Planned Area Development and Design Guidelines was approved by the City Council, facilitating the development of the Goodyear Ballpark, the Cleveland Indians Development Complex, and the Cincinnati Reds Development Complex.

In December of 2014, Communities Southwest (CSW) purchased all non-City owned property within the PAD, and, in May of 2017, City Council adopted Ordinance 2017-1347 amending the PAD zoning by adopting the Ballpark Village & Ballpark Village – South Restated & Amended Final PAD dated April 28, 2017. The amendment changed the approved land use only within Ballpark Village – South, located directly across Wood Boulevard from the team development complexes, from business/office park to single and multi-family residential. No changes were made to Ballpark Village; the area surrounding the Goodyear Ballpark. Shortly after the amendment approval, CSW sold off the Ballpark Village – South property.

Approximately two years ago, "The Clubhouse", a multi-story residential building was built by a private developer on privately owned property in Ballpark Village - South for team members of the Cleveland Indians to reside in. More recently, "Solace at Ballpark Village" has been issued permits to develop an 8-building, 3 & 4-story, 211-unit multifamily residential rental complex in Ballpark Village – South, and "REV at Ballpark Village" has also been issued permits to develop a 251-unit, single-story rental complex in Ballpark Village – South. All of this development is located within the RES-3 multi-family residential district.

STAFF ANALYSIS

Current Policy:

A request to amend an approved PAD must be processed as a rezoning request, which requires public review by the Planning and Zoning Commission and public review and approval by the City Council. The proposed amendment must be consistent with the General Plan and should not adversely impact the surrounding area.

Details of the Request:

El Dorado Ballpark Village LLC, who purchased the property in Ballpark Village – South in the designated RES-1 & RES-2 zoning categories, has requested approval of a PAD amendment to revise the multi-family density range in the RES-1 & RES-2 zoning categories from 5-10 & 6-15 dwelling units/acre, respectively, to 5-30 dwelling units/acre, and to increase the maximum allowed multi-family residential building height in the RES-1 & RES-2 zoning categories from 42 feet to 46 feet. The purpose of the amendment is to allow the land within

the zoning categories to develop at a density range and at a building height that can maximize the number of people living in Ballpark Village - South. "REV at Ballpark Village" has already been permitted for development of a 251-unit, single-story rental complex, at a density of 9.8 dwelling units/acre, in the majority of the RES-2 zoning category in Ballpark Village – South.

Multi-family developer Alliance Residential attended a pre-application meeting in September 2020 discuss a conceptual site plan for the remainder of the RES-2 category and all of the RES-1 category. The conceptual plan was for fifteen 3-story buildings, with a density of 21 dwelling units/acre, in anticipation of approval of this PAD amendment. Staff has continued to work with Alliance on the building elevations to ensure that the elevations will be in conformance with both the PAD Design Guidelines and the City Design Guidelines when Alliance's formal "Prose at Ballpark Village" site plan application is processed. The attached Prose at Ballpark Village Elevations Comparison shows the elevation submitted for the pre-app meeting, compared to the most recent elevation that Alliance has prepared for the continuing discussions with staff. In the discussions, staff also asked Alliance to vary the alignment of the buildings along Estrella Parkway so that the streetscape is varied. The attached Prose at Ballpark Village Street-facing Elevations show the front building elevation, as well as the end building elevation, both of which are proposed by Alliance to face Estrella Parkway.

The proposed amendment has not previously been before the City Council.

Evaluation Criteria:

Per the city of Goodyear Zoning Ordinance, the city's review and recommendation on a zoning amendment is to be guided by the following criteria:

1. Consistency with the General Plan

The existing Business/Commerce General Plan designation allows high density residential development in order to support the commercial, entertainment, and public & community facilities within the designation. This proposed PAD amendment is consistent with the designation.

2. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.

This proposed PAD amendment is consistent with the current suitability of the subject property's physical and natural features for the permitted uses in the PAD.

3. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.

Uses and development surrounding the subject property include:

- North The approved undeveloped southeast quadrant of the City Center PAD
- South The Imsamet metal recycling facility zoned I-2 General Industrial
- East The approved undeveloped City Center Airpark PAD and the Phoenix-Goodyear Airport
- West The Estrella Vista single family neighborhood and the approved undeveloped Avion at Ballpark Village PAD

4. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under the current zoning.

This proposed PAD amendment is consistent with the current land uses within the immediate area, and this PAD amendment does not change the current permitted uses within the PAD.

5. Demand for the types of uses permitted in the proposed zoning district in relation to the amount of land currently zoned and available to accommodate the demand.

This PAD amendment does not change the current permitted uses within the PAD.

6. Demands for public services that will be generated by the uses permitted in the proposed zoning district.

Fire Response:

The subject property will continue to be served by Fire Station No. 184/181 located at 16161 West Yuma Road, or by Fire Station No. 185 at PebbleCreek Parkway and Clubhouse Drive.

	Shorte	st path	Longe	st path 2nd Near		Shortest path		Longest path		
Goodyear Fire Station	Mins	Miles	Mins	Miles	Goodyear Fire Station	Mins	Miles	Mins	Miles	
#184/181	5.99	3.00	5.99	3.00	#183	6.91	3.46	6.91	3.46	

Police Response:

The property is located within an existing police patrol beat and the current level of service within the beat can accommodate the development of the property as proposed. This proposed PAD amendment does not impact the ability of the department to serve the property.

Streets/Transportation:

This PAD amendment does not change the existing, approved, or planned PAD access points on Estrella Parkway and Wood Boulevard. The final location of all access points will be determined during plat and/or site plan review and approval.

Water/Wastewater:

With this PAD amendment the subject property will continue to be served by the city of Goodyear. All infrastructure necessary to serve the subject property will continue to be required to be installed by the property owner and/or developer.

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.

This PAD amendment does not change the requirement that the extension of utility lines needed to serve the property will be the responsibility of the property owner and/or developer as part of the development process.

8. General public concerns.

Public Participation:

In accordance with the city's Citizen Review Process, and to accommodate State and local provisions for social distancing as a result of COVID-19, an alternative notification process was used for this PAD amendment. A formal citizen review meeting was not held, but notice providing information on the request was mailed to the owners of property within 500 feet of the subject property and other stakeholders. To date, staff has received two emails from one owner of property within 500 feet of the subject property. The emails put forth a negative opinion regarding the amount of multi-family development in Goodyear. The PAD Amendment under consideration does not increase the land area within Ballpark Village & Ballpark Village – South already approved for multi-family development.

In addition, staff contacted the owners "The Clubhouse" and "Solace at Ballpark Village", also within Ballpark Village – South, regarding this PAD Amendment. Both property owners emailed staff that they are unable to support the amendment because of a belief that approving a higher allowed density for the El Dorado Holdings properties would devalue their properties. They also stated a belief that it was too early in the development of Ballpark Village – South to amend the development standards.

Planning and Zoning Commission:

Notice for the public hearings before the Planning and Zoning Commission and City Council on February 10, 2021 and February 22, 2021 (now continued to March 1, 2021), respectively, included a second postcard mailed to the owners of property within 500 feet of the subject property; a legal notice published in the Arizona Republic Southwest Edition on January 22, 2021; and a notice of public hearings sign posted on the subject property. Information on the rezoning request and these public hearings was also posted on the city's website. To date, staff has received no additional communication from owners of property within 500 feet of the subject property.

At the February 10th Commission meeting, staff presented a PAD Amendment request from El Dorado Holdings that would: revise the density ranges in the RES-1, RES-2, and RES-3 multi-family residential districts from 5-10 du/acre, 6-15 du/acre and 8- 30 du/acre respectively to 5-30 du/acre for all three multi-family residential districts; and revise the maximum height in all three multi-family residential districts to 55 feet, which represented an increase in the maximum allowed height in the RES-1 and RES-2 multifamily residential districts from 42 feet to 55 feet and a reduction in the maximum allowed height in the RES-3 multi-family residential district from 75 feet to 55 feet. Although Staff had sought the consent of the owners of the property within the RES-3 multi-family residential district for the proposed changes to the density ranges and the reduction in maximum allowed building height from 75 feet to 55 feet, consent was never obtained.

During the Commission meeting, Staff read the emails from the owners of "The Clubhouse" and "Solace at Ballpark Village" into the record at the Commission meeting. Following a question and answer session between the Commission and staff, and between the Commission and the applicant, the Commission discussed amongst themselves what they considered to be the pros and cons of both the density range revisions and the maximum height revisions. The Commission voted 4 to 2 to recommend approval of the PAD Amendment presented. One Commissioner voting against the amendment cited concern over compromising the vision for Ballpark Village – South, and the other Commissioner cited a concern about the potential for high-rise

apartments in Ballpark Village - South.

Following the Commission meeting, and with the agreement of the applicant, El Dorado Holdings, the proposed PAD Amendment was revised to delete the proposed changes that impacted the RES-3 multi-family residential district (i.e. the change in density range and the reduction in the maximum height) because staff was unable to obtain the consent of the owners of the property within the RES-3 multi-family residential district. In addition, and in response to comments made by Commission members, El Dorado Holdings agreed to reduce the maximum height limitation in the RES-1 and RES-2 multi-family residential districts from the 55 feet presented to Commission to 46 feet. As a result, the PAD Amendment being presented to Council only revises the multi-family residential density range in the RES-1 & RES-2 zoning categories from 5-10 & 6-15 dwelling units/acre, respectively, to 5-30 dwelling units/acre and increases the maximum allowed multi-family residential building height in the RES-1 & RES-2 zoning categories from 42 feet to 46 feet. The Restated and Amended Final Planned Area Development for Ballpark Village & Ballpark Village South dated November 23, 2020 being adopted by the proposed rezoning ordinance reflects this change. The Restated and Amended Final Planned Area Development for Ballpark Village & Ballpark Village South dated November 23, 2020 being adopted by the proposed rezoning ordinance does not include any revisions to the zoning for Ballpark Village.

9. Whether the amendment promotes orderly growth and development.

This PAD amendment will promote continued orderly growth and development within the PAD by allowing an increase in the residential density that will in turn serve to attract commercial and entertainment uses to the PAD.

10. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the city and the general public.

This PAD amendment will not impact of the amendment on the general health, safety and welfare of the citizens of the city and the general public.

Staff Recommendation:

Pursuant to the evaluation of this proposed PAD Amendment, staff recommends approval of the conditional rezoning of the property by amending the existing PAD (Planned Area Development) as enacted by Ordinance No. 17-1347, in accordance with that certain document titled Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village - South dated November 23, 2020, subject to the stipulations in draft Ordinance No. 2021-1494.

Attachments

Resolution
Supplementary Zoning Map
Legal Description
Amended PAD
Ordinance
Aerial

Elevation Comparison Street-facing Elevations Staff Presentation Applicant Presentation

RESOLUTION NO. 2021-2030

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-03A"; "LEGAL DESCRIPTION"; AND RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE – SOUTH DATED NOVEMBER 23, 2020".

Now, therefore, be it resolved by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, as follows:

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled "Official Supplementary Zoning Map No. 20-03A", a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "Legal Description", a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

That certain document titled "Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South dated November 23, 2020", a copy of which is attached hereto as Exhibit C, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of zoning Ordinance No. 2020-1494.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Three copies of each of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

PASSED	AND	ADOPTED by the	Mayor and	Council	of the	city	of	Goodyear,	Maricopa	County,
Arizona,	this	day of		,	20					

	Georgia Lord, Mayor
	Date:
ATTEST:	APPROVED AS TO FORM:
Darcie McCracken, City Clerk	Roric Massey, City Attorney
CERTIFICAT	TION OF RECORDING OFFICER
STATE OF ARIZONA)) ss.
County of Maricopa)
Goodyear, Maricopa County, Arizona, correct and accurate copy of Resolutio the Council of the city of Goodyea	, being the duly appointed, qualified City Clerk of the city of certify that the foregoing Resolution No. 2021-2030 is a true in No. 2021-2030, passed and adopted at a regular meeting of the r. Maricopa County, Arizona, held on the day of the day
Given under my hand and seal	ed thisday of, 20
seal	City Clerk

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-03A AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO. PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____, 2021. **MAYOR CITY CLERK SUBJECT PROPERTY:** Portions of the west half and southwest quarter of Section 17 and a portion of the northwest quarter of Section 20, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. GOODYEAR T1NR1W17 T1NR1W16 BLVD T1NR1W18 W LOWER **BUCKEYE RD** 20-210-00003 **PAD Amendment** T1NR1W20 T1NR1W19 W ELWOOD W EL SOL W ELWOOD ST

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT A

SOURCE: CITY OF GOODYEAR G.I.S.

REZONE FROM PAD TO PAD AMENDMENT 20-210-00003

DATE: January 2021

EXHIBIT B LEGAL DESCRIPTION

PARCEL 1 (NORTH PARCEL)

THAT PORTION OF THE WEST HALF OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 17, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 17, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°49′43″ EAST, A DISTANCE OF 2651.36 FEET;

THENCE NORTH 00°50′40″ WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1324.87 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89°35'29" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1298.85 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 01°04'08" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1321.62 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 09°50'48" EAST, A DISTANCE OF 144.81 FEET;

THENCE SOUTH 01°58'08" EAST, A DISTANCE OF 518.89 FEET TO A POINT ON THE CENTERLINE OF LOWER BUCKEYE PARKWAY, AS SHOWN ON THE MAP OF DEDICATION RECORDED IN BOOK 332 OF MAPS, PAGE 4, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING 5 COURSES AND DISTANCES:

THENCE NORTH 89°44'22" WEST, A DISTANCE OF 219.85 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1000.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°25'13", AN ARC DISTANCE OF 321.49 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 71°50'25" WEST, A DISTANCE OF 262.45 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1000.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°19'59", AN ARC DISTANCE OF 302.52 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°10'24" WEST, A DISTANCE OF 251.57 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17;

THENCE NORTH 00°49'43" WEST, ALONG SAID WEST LINE, A DISTANCE OF 851.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,725,383 SQ.FT., OR 62.5662 ACRES, MORE OR LESS.

(CONTINUED ON NEXT PAGE)

PARCEL 2 (SOUTH PARCEL)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 20, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE WEST QUARTER CORNER OF SAID SECTION 20, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07′05″ WEST, A DISTANCE OF 2661.36 FEET;

THENCE NORTH 00°49'43" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1325.68 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89°53'49" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 2618.96 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 01°18'14" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1318.72 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 20;

THENCE SOUTH 89°56'47" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 24.72 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°31'31" WEST, A DISTANCE OF 59.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 89°28'22" WEST, A RADIAL DISTANCE OF 125.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°35'35", AN ARC DISTANCE OF 82.02 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 38°07'13" WEST, A DISTANCE OF 915.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 2750.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°14'44", AN ARC DISTANCE OF 1787.66 FEET TO A POINT;

THENCE SOUTH 41°39'36" WEST, A DISTANCE OF 195.41 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20;

THENCE SOUTH 89°43'04" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1301.90 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 20;

THENCE NORTH 00°07'05" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 2661.36 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 8,358,797 SQ.FT., OR 191.8916 ACRES, MORE OR LESS.

TOTAL AREA (PARCEL 1 + PARCEL 2) = 11,084,180 SQ.FT., OR 254.4578 ACRES, MORE OR LESS.

Exhibit C

Restated and Amended Final Planned Area Development

for

Ballpark Village & Ballpark Village-South

Generally located along the east side of Estrella Pkwy., between Goodyear Blvd. and Bullard Ave.



Case No: 20-21000003

November 23, 2020

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TABLE OF EXHIBITS

Exhibit No.	Description
1	Regional Aerial/Vicinity Map
2	Zoning Map (Ballpark Village & Ballpark Village-South)
3	Zoning Map (RES category)
4	Conceptual Lotting Plan – I (RES category)
5	Conceptual Lotting Plan – II (RES category)
6	Conceptual Master Landscape Plan (RES category)
7	Conceptual Main Amenity Area Plan (RES category)
8	Conceptual Typical Amenity Area Plan (RES category)
9	Conceptual Walls & Entry Monuments (RES category)
10	Conceptual Typical Amenity Area Theme (RES category)
11	Conceptual Master Pedestrian Circulation Plan (RES category)
12	Conceptual Vehicular Circulation Plan – I (RES category)
13	Typical Plot – Detached Single-Family/4-Pack (RES category) Typical Plot – Detached Single-Family/Alley Loaded Green Court (RES category) Typical Plot – Attached Single-Family (RES category)
14	Conceptual Phasing Plan – I (RES category)
15	Design Guidelines

RESTATED AND AMENDED FINAL PAD

I. INTRODUCTION

The Ballpark Village and Ballpark Village-South PAD represents an innovative multi-use master plan that encompasses 254.5± gross (203± net) acres (the "Site). "Ballpark Village" encompasses the northern 57± acres of the Site while "Ballpark Village-South" is defined as the southern 185± acres of the Site (See Exhibit 1, Regional Aerial & Vicinity Map).

The purposes of for the Restated and Amended PAD for Ballpark Village and Ballpark Village-South approved by the City Council in 2017 (the "2017 PAD") was to amend the Site's zoning to provide for continued and additional development opportunities that support and complement the approximately 10,300 seat Goodyear Ballpark ("Ballpark") and the Cincinnati Reds and Cleveland Indians Development Complexes ("Complex"). The 2017 PAD was to help facilitate future development by: a) addressing significant challenges associated with certain land use designation; b) implementing updated design guidelines and development standards; and c) providing for additional residential housing opportunities at appropriate densities that will help facilitate mixed-use development around the Ballpark and Complex. The goal of the 2017 PAD was to establish a PAD that promotes the development of various forms of residential, office, retail commercial, entertainment, food and beverage, and hospitality/conference services uses around the Ballpark and Complex.

The purpose of this Amended PAD is to further the development of Ballpark Village-South by consolidating and further defining the multi-family residential development standards for Ballpark Village-South to allow for future multi-family developments within Ballpark Village-South that are consistent with the 2017 PAD and the City's desire to provide density to attract the commercial and entertainment development desired in the Ballpark area.

Notwithstanding any provision to the contrary within the 2017 PAD or this 2020 amendment, nothing herein shall be construed or considered to amend or affect the terms and conditions of the Settlement Agreement and Release dated as of May 16, 2011, by and between M&I Marshall & Ilsley Bank, M&I Regional Properties, LLC, and the City, as amended on August 1, 2012, by Amendment No. 1 to Settlement Agreement and Release by and between BMO Harris Bank, Successor by Merger to M&I Marshall & Ilsley Bank, M&I Regional Properties, LLC, and the City, and the Settlement Agreement dated March 5, 2012, by and between MPK Enterprises, Inc., Wood Family Enterprises Ltd., Swansea Properties, LLC, Eagletail Bighorn, LLC, Margaret M. and Shelby A. Carl, Sharon M. and Ken R. Wood, Clarence Wood, M&I Regional Properties, LLC, BMO Harris Bank, Successor by Merger to M&I Marshall & Ilsley Bank and the City.

II. ZONING DESIGNATIONS

A. Zoning Categories

Table A: Zoning Categories, identifies the zoning designations for each area within Ballpark Village & Ballpark Village-South. See also Exhibit 2, Zoning Map (Ballpark Village & Ballpark Village-South) and Exhibit 3, Zoning Map (RES category).

Table A: Zoning Categories

Mixed-Use (MXD)*

- Located within Ballpark Village
- Identified as MXD-1, 2, 3, 4 & 5 within the attached exhibit(s)
- This is a stand alone zoning district regulated by this PAD

Residential Mixed-Use (RES/MXD)*

- Located within Ballpark Village
- Identified as RES/MXD-1 within the attached exhibit(s)
- This is a stand alone zoning district regulated by this PAD

Residential (RES)*

- Located within Ballpark Village-South
- Identified as RES-1, RES-2 & RES-3 within the attached exhibit(s):
 - <u>RES-1</u>: Residential (5-10 Dwellings per Acre). This is a stand alone zoning district regulated by this PAD.
 - o <u>RES-2</u>: Residential (6-15 Dwellings per Acre). This is a stand alone zoning district regulated by this PAD.
 - <u>RES-3</u>: Residential (8-30 Dwellings per Acre). This is a stand alone zoning district regulated by this PAD.

Commercial (COM)

- Located within Ballpark Village-South
- Identified as COM-1 within the attached exhibit(s)
- Adheres to the City of Goodyear C-2 (General Commercial) Zoning District except as modified by this PAD.

Light Industrial (LI)

- Located within Ballpark Village-South
- Identified as LI-1 within the attached exhibit(s)
- Adheres to the City of Goodyear I-1 (Light Industrial) Zoning District except as modified by this PAD.

Public Facilities District (PFD)

- Located within Ballpark Village & Ballpark Village-South
- Identified as PFD-1, 2 & 3 within the attached exhibit(s)
- Adheres to the City of Goodyear PFD (Public Facility District) Zoning District except as modified by this PAD.

Municipal Parking Overlay

- Located within Ballpark Village-South
- Overlay to RES-3
- Applicable to ±22.2 acres and permits the City to provide municipal parking on property owned
 or leased by the City. The City presently provides municipal parking on ±7.2 acres located south
 of the southwest corner of Lower Buckeye Parkway and Wood Boulevard (the "City Parking
 Parcel").

Nothing in this PAD shall prohibit the City from exchanging property with CSW or subsequent owners ("CSW") should it become necessary to provide municipal parking in a different configuration than presently exists on the City Parking Parcel.

stThe combination of uses within the MXD category can be either vertical or horizontal in implementation.

 $[*]The\ combination\ of\ uses\ within\ the\ RES/MXD\ category\ can\ be\ either\ vertical\ or\ horizontal\ in\ implementation.$

^{*}The combined RES-1, RES-2 & RES-3 areas have four (4) flex zones that allow each RES area to "flex" 150' into the adjacent RES area. Please reference **Exhibit 3**, Zoning Map (RES category) for a visual representation.

B. **Permitted Uses**

See Appendix A: Permitted Use Matrix for a list of permitted uses within each zoning category.

C. Land Use Summary

See *Appendix B: Land Use Summary* to identify the approximate gross acreage count for each land use area, allowable Floor Area Ratios (FAR), maximum build-out sizes per use, number of hotel rooms allowed, maximum dwelling unit counts, and the Ballpark's permissible seating count.

III. CONCEPTUAL ILLUSTRATIVE PLANS

The following list identifies the conceptual exhibits included within the 2017 PAD, which were provided for illustrative purpose only and were intended to be only examples/descriptions that can occur within the RES category in compliance with the 2017 PAD and are not to be construed as to how the RES category must be designed, laid out, phased, etc. Final site planning decisions on the layout, lot sizes, lot design, housing types, architecture, amenities, landscaping, open space, circulation, etc. that are within the parameters of the 2017 PAD, the *Design Guidelines*, and applicable zoning stipulations will be determined through the City's site plan, design review, and plat processes.

- 1) Conceptual Lotting Plan I (RES category) as **Exhibit 4**
- 2) Conceptual Lotting Plan II (RES category) as **Exhibit 5**
- 3) Conceptual Master Landscape Plan (RES category) as Exhibit 6
- 4) Conceptual Main Amenity Area Plan (RES category) as Exhibit 7
- 5) Conceptual Typical Amenity Area Plan (RES category) as **Exhibit 8**
- 6) Concept Walls & Entry Monuments (RES category) as **Exhibit 9**
- 7) Conceptual Typical Amenity Area Theme (RES category) as **Exhibit 10**
- 8) Conceptual Master Pedestrian Circulation Plan (RES category) as Exhibit 11
- 9) Conceptual Vehicular Circulation Plan I (RES category) as Exhibit 12
- 10) Typical Plot Detached Single-Family/4-Pack, Typical Plot Detached Single-Family/Alley Loaded Green Court, and Typical Plot Attached Single-Family (RES category) as Exhibit 13
- 11) Conceptual Phasing Plan -1 (RES category) as **Exhibit 14**

IV. DESIGN GUIDELINES

The *Design Guidelines* for the Site are set forth in *Exhibit 15*. The purpose of the *Design Guidelines* is to establish the vision and create design related expectations for the future development of the Site.

V. DEVELOPMENT STANDARDS

A. **RES Category**

The development standards for uses within the RES category are set forth in *Table B: RES Category Development Standards*.

Table B: RES Category Development Standards (RES category within Ballpark Village-South)								
<u>Detach</u>	ed & Attached Single-	<u>Family</u>						
Development Standard	RES-1	RES-2	RES-3					
Min. Net Lot Area - Typical (sq. ft.) (not applicable to condominium product)	0	0	0					
Max. Net Lot Area - Typical (sq. ft.) (not applicable to condominium product)	5,500	5,500	4,500					
Required Lot Width/Depth Ratio - Typical (not applicable to condominium product)								
≤4,500 sq. ft. lot ≥4,501 sq. ft. lot	Not applicable ≥50%	Not applicable ≥50%	Not applicable ≥50%					
Min. Lot Width - Typical (ft.) (not applicable to condominium product)	16	16	16					
Min. Lot Depth - Typical (ft.) (not applicable to condominium product)	20	20	20					
Max. Height (ft.)	42	42	42					
Density Range (minmax.)	5-10	6-15	8-30					
Max. Individual Lot or Condominium Site Coverage	100%/100%	100%/100%	100%/100%					
Min. Unit/Building Separation (ft.)	0/0	0/0	0/0					
Min. Private Open Space (sq. ft.) (Includes balconies/courtyards)	0	0	0					
Min. Unit/Building Setback ¹ (ft.)								
- Front	5/5	5/5	0/0					
- Side	0/0	0/0	0/0					
- Rear	3/3	3/3	0/0					
- Street side	5/5	5/5	5/5					
Min. Open Space Requirement (% of Net Site Area)	_	15% (Total requirement for all combined single-family detached and/or attached subdivisions within RES-1, RES-2 & RES-3)						

Open space shall include a large central amenity space that will encompass a minimum of 2.5 acres of total area (minimum area to include active & passive space combined), a minimum of two recreation nodes or pocket parks of smaller scale, and other amenities or features that will be determined during the preliminary plat process. Although smaller than the target of five (5) acres for a "Neighborhood Park" as outlined in the City's "Parks, Recreation, Trails and Open Space Master Plan," when combined, the open space areas will total approximately eight (8) acres and will provide amenities that meet the intent and function of the Neighborhood Park concept. The open space areas will generally be separated into smaller open spaces in order to be more accessible, compact, or intimate, consistent with the "urban-like" character envisioned for the community. Although the ultimate build-out of the central amenity area may differ from what is illustrated as exhibits to this 2017 PAD, the open space areas will be designed to accommodate various amenities such as: a) a multi-purpose field; b) a pool (and restroom); c) a spa; d) active sport areas including but not limited to, pickle ball and bocce ball; e) shaded seating; f) ramadas; g) walking paths and; h) a community trail systemand/or exercise course.

[Table Continued on Following Page]

¹ Setbacks to be measured from the stem wall.

Table B Cont.: RES Category Development Standards (RES category within Ballpark Village-South)								
	<u>Multi-Family</u>							
Development Standard	RES-1	RES-2	RES-3					
Min. Net Site Area (sq. ft.)	0	0	0					
Max. Net Site Area (sq. ft.)	Not applicable	Not applicable	Not applicable					
Required Site Width/Depth Ratio	Not applicable	Not applicable	Not applicable					
Min. Site Width (ft.)	0	0	0					
Min. Site Depth (ft.)	0	0	0					
Max. Height (ft.)	46	46	75					
Density Range (minmax.)	5-30	5-30	8-30					
Max. MF or Condominium Site Coverage	100%/100%	100%/100%	100%/100%					
Min. Unit/Building Separation (ft.)	0/0	0/0	0/0					
Min. Private Open Space (sq. ft.)	40	40	40					
(Includes balconies/courtyards)	40	40	40					
Min. Unit/Building Setback ¹ (ft.)								
- Front	5/5	5/5	0/0					
- Side	0/0	0/0	0/0					
- Rear	3/3	3/3	0/0					
- Street side	5/5	5/5	5/5					
Min. On-Site Landscaping		15%						
(% of Net Site Area)	(Per	multi-family commu	ınity)					
Min. Recreational O/S	Up to 5% of the Min. On-Site Landscaping Area							
ivini. Recreational O/S	(Per	multi-family commu	ınity)					
Minimum Sidewalk Width (ft.)	4	4	4					

Additional Residential Development Standards applicable to the RES-1, RES-2 and RES-3 categories are as follows:

- 1) Multi-story homes are allowed on corner lots, on more than two (2) consecutive lots, or on lots abutting major or minor arterial and collector streets.
- 2) The minimum setback for homes abutting major or minor arterial and collector streets shall be five (5) feet.
- 3) Where a residential use (excluding multi-family housing) is immediately adjacent to a non-residential use (excluding PFD designated property), a buffer setback shall be provided between the residential buildings and the property line of the non-residential use property. The buffer setback shall be: a) a minimum of approximately fifty (50) feet where the buffer is comprised of municipal parking or a roadway or, b) a minimum of thirty (30) feet where the buffer is comprised of landscaping, which can be reduced to twenty (20) feet where a double row of trees, thirty (30) feet on center, are provided. Where multi-family housing is immediately adjacent to a non-residential use (excluding PFD designated property), a buffer setback shall be provided between the residential buildings and the property line of the non-residential use property. The buffer setback shall be: a) a minimum of approximately thirty (30) feet where the buffer is comprised of municipal parking or a roadway or, b) a minimum of twenty (20) feet where the buffer is comprised of landscaping, with such twenty (20) foot landscape buffer containing a row of 15 gallon trees (initial size) planted approximately 30' on center.

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¹ Setbacks to be measured from the stem wall.

- 4) When a residential driveway is provided, the driveway shall not be less than twenty (20) feet in length (eighteen (18) feet shall be permitted if such depth is supported by an independent 3rd party parking consultant's recommendation of such reduced depth), as measured from the back of sidewalk, back of curb, or alley pavement edge if no sidewalk is provided to the front face of a garage or carport in order to provide an area for parking in front of the garage, carport, or other parking space. If a driveway is not provided, off-street parking will be provided at a minimum rate of one parking stall per residential unit. Where a driveway is not provided, an apron with a minimum length of two (2) feet and a maximum length of five (5) feet must be provided. No parking shall be permitted on driveway aprons.
- 5) Multi-family buildings two (2) stories in height or greater shall not be placed within twenty-five (25) feet of a single-family residential area or zoning district.
- 6) In order to satisfy the vision for non-typical/non-traditional residential use within Ballpark Village-South, "Typical" or "traditional" lot dimensions are not permitted. Examples of "typical" or "traditional" dimensions include: 45' x 110', 50' x 110' and 50' x 115'. However, lot dimensions that are similar to 40' x 90', 45' x 95' and 50' x 100' would be acceptable due to their smaller size and increased front width to lot depth ratio. Please see *Table B: RES Category Development Standards* for specifics regarding lot size requirements.
- 7) Residential accessory buildings shall adhere to Article 8 of the City of Goodyear Zoning Ordinance.
- 8) Streets within Ballpark Village and Ballpark Village-South can be either public or private. Roadway right-of-way and cross sections may be reduced from City standards if agreed to by the City. Alleys and/or shared driveways may be utilized as easements, tracts or a combination of both and when used, streetlights will not be required as long as garage coach lights are utilized. All or a portion of the RES category of Ballpark Village-South may be gated, with such decision being made during the preliminary plat/site plan approval processes by CSW during the preliminary plat/site plan approval process. If the RES category area (or portion thereof) is gated, all streets within the gated community shall be private.

B. Non-RES Category

The development standards applicable to areas outside of the RES category are identified within *Table C: Non-RES Category Development Standards*.

Table C: Non-RES Category Develo	Table C: Non-RES Category Development Standards (Ballpark Village & Ballpark Village-South) ²									
Development Standard	MXD	RES/MXD	COM	LI	PFD					
Min. Lot Area (sq. ft.)	None	10,000	10,000	10,000	N/A					
Min. Lot Width (ft.)	None	100	150	None	N/A					
Max. Building Height ³ (ft.) - Bldgs. immediately adjacent to	62	N/A	56	N/A	N/A					
Estrella Pkwy. s/o Goodyear Blvd Bldgs. immediately adjacent to Estrella Pkwy. n/o Goodyear Blvd.	72	N/A	N/A	N/A	N/A					
- Other	105	72	56	50	N/A					
Max. Building Coverage	65%	60%	50%	50%	N/A					
Min. Building Setback ⁴ (ft.)		I	Building/Parkin	g						
- Estrella Pkwy	15/30	N/A	15/30	N/A	N/A					
- Bullard Avenue	N/A	N/A	30/30	30/30	30/30					
- Lower Buckeye Pkwy/Goodyear Blvd.	15/15	10/10	N/A	N/A	N/A					
- Front (interior street)	0/0	0/0	7.5/7.5	20	N/A					
- Side	0/0	0/0	N/A	30/10	30/10					
- Rear	0/0	0/0	N/A	20/10	20/10					
- Street side	0/0	0/0	20	30/10	30/10					
Min. Open Space ⁵	10%	1.9 ac	15%	10%	N/A					
Minimum Sidewalk Width (ft.) 6	4	4	4	4	N/A					

 $^{^2}$ *Table C* does not apply to the RES category within Ballpark Village-South.

³ Rooftop structures such as elevator and mechanical equipment and enclosures may exceed the height by ten (10) feet provided they are screened by a parapet wall or pitched roof. Roof deck pergolas and gazebos may exceed the height limit by ten (10) feet. No screen walls are required for roof deck pergolas or gazebos.

⁴ First number in sequence identifies the building setback; second number in sequence identifies the parking setback.

⁵ Retention areas may be utilized for open space if a minimum of 25% of the retention area is ≥ 1 ' above bottom.

⁶ Maximum sidewalk width shall be ± 30 °.

The 2017 PAD shall allow maximum building heights to be one-hundred and five (105) feet in the MXD District subject to the following conditions:

- 1) That the proposal would not be detrimental to the City Center Specific Area Plan development objectives and design concepts;
- 2) That adequate water pressure, capacity, and fire apparatus/facilities are available to provide appropriate emergency response services to all buildings with the requested building height;
- 3) That the proposed increase in building height is reasonable and appropriate for the property and would not be detrimental to City development objectives for adjoining properties or the operations of the Phoenix–Goodyear Airport;
- 4) Appropriate FAA review (if applicable) has determined (prior to issuance of a building permit(s)) that such building(s) will not be a hazard to aviation and;
- 5) That the proposed building height is for a specific development use (e.g., hotel or corporate headquarters) that furthers the City's economic objectives.

VI. PARKING

A. **RES Category**

Parking within the RES category shall be in accordance with City parking standards. Notwithstanding the foregoing, reduced per dwelling unit parking standards shall be adopted if such reduced standards are supported by an independent 3rd party parking consultant's data based study and letter of recommendation for such lower parking/dwelling unit ratios and parking related design standards. In addition to the aforementioned items, the following parking standards shall apply to the RES category:

- 1) Covered parking may be located within an enclosed garage, carport, tuck under, or a combination thereof. The minimum dimension of each garaged parking space shall be 10'x20'. The minimum dimension of each non-garaged parking space shall be per the City's Engineering Design Standards.
- 2) Garaged parking may be configured as side-by-side or as tandem spaces.
- 3) On-street or off-street parking spaces for guests shall have a minimum dimension of 9'x18'6".

B. MXD/RES MXD Categories

The City has indicated a willingness to enter into future shared parking use agreements with the Site's private owner, subsequent owner(s), or future developers within Ballpark Village. This would include the potential for private development to share in the use of a portion of the City constructed paved parking spaces located within Ballpark Village. This potential is subject to the preparation and completion of a public/private shared parking study that would analyze similar public/private venues and integrated mixed-use developments in the United States and determine for City consideration the amount of the City parking spaces within Ballpark Village that could be used, shared, and credited for private development within Ballpark Village. In any case, the analysis and any agreement must not negatively impact the ongoing parking needs for the Ballpark and public events. Until such time as the public/private shared parking study is completed and specific parking use agreements are approved by the City for the shared use of any City parking spaces within Ballpark Village, all private

development within Ballpark Village by the owner, any subsequent owner, or future developer shall be required to provide parking for private development in accordance with the parking requirements of the City's Zoning Ordinance. Parking throughout the MXD/RES MXD categories can be provided as surface spaces, structured spaces or shared parking spaces through an agreement with another owner, or a combination thereof.

APPENDIX A: PERMITTED USES⁷

		PERMIT	TTED USE M	ATRIX ⁸					
	Land Uses	MXD^9	RES/MXD	COM	RES-1	RES-2	RES-3	LI	PFD
#	RESIDENTIAL ¹⁰								
1	Ancillary uses that are customarily incidental and subordinate to one of the permitted uses (i.e., park(s), play ground(s), pool(s) vending machine(s) & other recreational uses) ¹¹	A	A		A	A	A		
2	Apartments (non-Live/Work)	P	P			P	P		
3	Attached Single-Family	P	P		P	P	P		
4	Auto-Court Homes (or similar style)				P	P	P		
5	Condominiums (non-Live/Work)	P	P		P	P	P		
6	Courty ard Homes (or similar style)				P	P	P		
7	Detached Single-Family				P	P	P		
8	Duplex/Triplex/Quadraplex				P	P	P		
9	Flats/Stacked Flats (or similar style)	P	P		P	P	P		
10	Green Court/Alley-Load Homes (or similar style)				P	P	P		
11	Home business ¹²	A	A		A	A	A		
12	Residential Mixed-Use (includes Live/Work Units)	P	P						
13	Row Homes (or similar style)	P	P		P	P	P		
14	Townhomes (or similar style)				P	P	P		
15	Similar Residential uses that meet the intent of this PAD zoning as determined by the City's zoning administrator (for Permitted Uses)	P	Р		P	P	P		

⁷ All terms not defined herein shall have those meanings as defined in the City's Zoning Ordinance as revised December 18, 2013 or the then applicable and comparable definition under a subsequent City of Goodyear Zoning Ordinance ("Ordinance").

⁸ P = permitted; A = permitted accessory use; U = permitted with a use permit (as defined in the Ordinance); Blank = not permitted; NA = not applicable. Except for uses that are identified by a "P", "A" or "U" in Appendix A, the uses, provisions and requirements identified in Article 4 (Special Uses) of the Ordinance shall apply. The provisions and requirements of Article 8 (General Provisions) of the Ordinance apply; provided, however, in the event of a conflict between Article 8 and this PAD, the applicable uses, provisions and requirements of this PAD shall control.

⁹ Residential uses not permitted on ground floor within this category

¹⁰ Product types defined in *Appendix C: Housing Definitions*

¹¹ Inclusive of grounds, eating and drinking establishments and service facilities accessory to residential uses; RES-1, RES-2 & RES-3 area amenities shall be located no closer than fifteen (15) feet to any adjacent residential structure.

¹² As defined and governed under the Ordinance.

		PERMIT	TED USE MAT	RIX ⁸					
	Land Uses								
#	NON-RESIDENTIAL ¹³	MXD	RES/MXD	COM	RES-1	RES-2	RES-3	LI	PFD
1	Ancillary uses that are customarily incidental and subordinate to one of the permitted uses	A	A	A	A	A	A	A	A
2	Any use permitted under the City's C-2 zoning category (or equivalent)	NA	NA	P	NA	NA	NA	NA	NA
3	Any use permitted under the City's I-1 zoning category (or equivalent)	NA	NA	NA	NA	NA	NA	P	NA
4	Automotive – repair/service station			P				P	
5	Banking & financial institutions	P	P	P					
6	Civic/government, cultural, community and public	P	P	P					P
7	Clothing re-sale			P					
8	Convenience use (Drive-in/drive-through facilities subject to restrictions within this Appendix A – see line #12 below)	P	P	P				Р	
9	Convention/meeting facilities and exhibition halls	P	P	P					
10	Day care, pre-school, nursery school (or equivalent) (part of an office building or mixed use building)	P	P	P					
11	Day care, pre-school, nursery school (or equivalent) (stand-alone)			P					
12	Drive-in/drive-through facilities	U		P				P	
13	Food trucks	P	P						
14	Hospitality, hotels or inns	P	P	P					
15	Kiosk businesses	P	P	P					
16	Live music & other forms of live entertainment 14	P	U	P					
17	Manufacturing, processing, recycling, repair, maintenance or assembly							P	
18	Microbrewery or brewpub	P	P	P					
19	Nightclubs	P	U	P					

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¹³ Any of the below uses involving the sale of retail goods, food, beverages, or entertainment establishments may include the use of kiosks, outdoor/patio seating, dining, or gathering areas. Special event parking lot and sidewalk seating/social gathering areas encroaching on the public right-of-way shall be permitted with a special event permit if such permit is required by the City.

¹⁴ May be permitted in locations less than the City's typical 300' minimum distance from the property line of residentially zoned or designated property, areas of music and entertainment may be permitted to exceed 5,000 sq. ft. and patron dancing may be permitted to exceed 25% of the total floor area subject to City approval/permitting requirements and private association CC&Rs. Unless associated with a special outdoor event, all noise generated by live music or entertainment activities shall be fully contained within the indoor space of the venue.

	PI	ERMITTED U	SEMATRIX ⁸						
	Land Uses								
#	NON-RESIDENTIAL-CONTINUED ¹³	MXD	RES/MXD	COM	RES-1	RES-2	RES-3	LI	PFD
20	Outdoor retail displays	P	P	P				P	P
21	Outdoor temporary events and uses	P	P	P	P	P	P	P	P
22	Parking (including lots and/or parking structures)	P	P	A	Α	A	P	A	P
23	Personal services (including fitness, massage and other)	P	P	P				U	
24	Professional use	P	P	P					
25	Restaurants, taverns, lounges and bars (includes coffee shops and other forms of beverage establishments & eateries)	P	P	P					A
26	Retail	P	P	P				P	A
27	Sports, recreation, amusement & entertainment	P	P	P	Α	A	A		P
28	Storage facilities (including large-scale, self/mini, RV/recreation and/or outdoor storage)							P	
29	Temporary construction offices, sheds, facilities and storage areas incidental to a construction project	A	A	A	A	A	A	A	A
30	Universities/colleges	P	U	P					
31	Wireless Communication Facility	P	P	P				P	P
32	Vocational and technical schools	U	U	P				P	
33	Warehousing							P	
34	Similar Non-Residential permitted uses that meet the intent of this PAD zoning as determined by the City's zoning administrator	P	P	P	P	P	P	P	P
35	Similar Non-Residential use permit uses that meet the intent of this PAD zoning as determined by the City's zoning administrator	U	U	U	U	U	U	U	U

APPENDIX B: LAND USE SUMMARY¹⁵

Land Use	Approximate Gross Acres	FAR	Office (max. sq.ft.)	Retail (max. sq.ft.)	Conference (max. sq.ft.)	Hotel Rooms (max. rooms)	DUs (max. dus)	Seats (max.)
MXD & RES/MXD categories of Ballpark Village			•					
MXD-1	11.93	1.17	607,869					
MXD-2	7.80	N/A		84,000			143	
MXD-3	10.83	0.6	282,930	67,000				
MXD-4	7.89	N/A		85,000			124	
MXD-5	9.88	N/A		60,000	70,000	400	143	
RES/MXD	4.65	N/A					131	
TOTALS	52.98		890,799	296,000	70,000	400	541	
RES categories of Ballpark Village-South								
RES-1	18.97						150	
RES-2	27.39						345	
RES-3	22.18						600	
TOTALS	68.54						1,095	
COM category of Ballpark Village-South				I	I		T	T
C-1	6.92	0.23	69,354					
TOTALS	6.92		69,354				N/A	
LI category of Ballpark Village-South		•					T	
L-1	5.22	0.48	109,046					
TOTALS	5.22		109,0496				N/A	
PFD categories within Ballpark Village & Ballpark Village-South								
PFD-1	7.42		N/A					10,300
PFD-2	54.07		N/A					
PFD-3	50.07		N/A					
TOTALS	111.56							10,300
OS-1 (Tracts A/B)	9.25							
TOTALS	9.25							
TOTALS	254.46		1,069,199	296,000	70,000	400	1,636	10,300

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¹⁵ Acreage counts are approximate. Final acreage counts to be determined through the platting process.

APPENDIX C: HOUSING DEFINITIONS

The following definitions describe the residential housing and ownership types currently envisioned within Ballpark Village and Ballpark Village-South:

Building Types

Detached Single-Family: Housing units that: a) are free-standing and do not share a common wall with another dwelling unit: b) are built within a single lot; c) can be either single or multi-story; and d) are typically occupied by one household or family. Residences that are not connected structurally but abut one another are included within this category.

Attached Single-Family: Housing units that: a) share a common structural wall with another residential unit; b) are built within a single lot; c) can be either single or multi-story; and d) are typically occupied by one household or family.

Multi-Family: Buildings or a group of attached units that contain at least three (3) residential housing units. Multi-Family units can: a) be adjacent to one another either vertically or horizontally; b) be single or multi-story; c) share common structural walls; and d) sometimes share access to main heating and cooling systems (but are not required to).

Product Types

Apartments: For-rent housing units within a Multi-Family building type. This product type may be constructed with a significant work related component, creating a *Live/Work Apartment* product type.

Condominiums: For-sale housing that is subject to a Declaration of Horizontal Regime (condominium plat). This type of residential housing is typically associated with the Multi-Family building type, but can also be utilized in Attached Single-Family housing building types. Loft style units may be one of many forms of condominium product types utilized within Ballpark Village & Ballpark Village-South. This product type may be constructed with a significant work related component, creating a Live/Work Condominium product type.

Row Homes: For-rent or for-sale housing within either the Detached Single-Family or Attached Single-Family building type. Row Homes typically: a) have a uniform or nearly uniform architectural theme; b) are usually multi-story; c) are built within small lots; d) have a high lot coverage area and shallow or zero setback requirements; and e) promote a reduced amount of visual interaction with garages.

Townhomes: For-rent or for-sale housing within the Attached Single-Family building type. Townhomes: a) are typically less uniform as compared to Row Homes; b) can be either single or multi-story; c) tend to "mimic" Detached Single-Family building types; d) are typically built on small lots; e) are built on a lot with a high coverage area; and f) are built with shallow or zero setback requirements.

Flats/Stacked Flats: For-rent or for-sale housing that falls under the Attached Single-Family or Multi-Family building types. Under a for-sale use, condominium ownership is typical. Flats are single-level units that can be "stacked" on top of one another, with the owner of a non-ground level unit only traversing stairs from the parking level to the dwelling unit. Once inside the unit there are no additional stairways for the owner to be concerned with.

Green Court/Alley-Load Homes: For-rent or for-sale housing that falls under either the Attached Single-Family or the Detached Single-Family building types. Green Court/Alley-Load Homes typically: a) are built within small lots; b) have a high lot coverage area with shallow or no setback requirements; and c) have their primary entrances oriented towards a paseo or "green area."

Auto-Court Homes: For-rent or for-sale housing that falls under the Detached or Attached Single-Family building types. The dwelling units: a) are clustered in a manner that allows for the use of a common driveway to access garages; b) are built within small lots; and c) have a high lot coverage area with shallow or no setback requirements. Auto-Court Homes can be either single or multi-story.

Courtyard Homes: For-rent or for-sale housing that falls under the Detached or Attached Single-Family building types and: a) contain a small enclosed courtyard at the front or side of the home, or b) are clustered with the entryways of each dwelling unit oriented towards a common courtyard area. The dwelling units are typically built within small lots, have a high lot coverage area, and have shallow or no setback requirements. Courtyard Homes can be either single or multi-story.

Duplex/Triplex/Quadraplex: For-rent or for-sale housing that falls under the Attached Single-Family building type. A duplex consists of two (2) units per building; a triplex, three (3) units per building; and a quadraplex, four (4) units per building. While the duplex and triplex are generally built side-by-side in a row, the units in a quadraplex are generally constructed back-to-back. Although not a requirement, these product types generally have uniform or semi-uniform architectural themes, are built within small individual lots, have shallow or no setback requirements, have a high lot coverage area, and can be either single or multi-story.

Residential Mixed-Use: The blending of for-rent or for-sale housing with other non-residential uses. The integration of uses can either be vertical or horizontal in nature. This residential product type would generally be multi-story, be considered Apartments, Live/Work Apartments, Condominiums or Live/Work Condominiums and have a Multi-Family building type.

ORDINANCE NO. 2021-1494

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 254.5 GROSS ACRES LOCATED ON THE EAST SIDE OF ESTRELLA PARKWAY, BETWEEN W. GOODYEAR BOULEVARD S. AND BULLARD AVENUE TO AMEND CERTAIN RES CATEGORY MULTI-FAMILY DEVELOPMENT STANDARDS IN THE RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE - SOUTH; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES.

WHEREAS, on May 29, 2007, the City Council of the City of Goodyear, in the manner prescribed by law, adopted Ordinance No. 07-1073 conditionally approving the rezoning (05-200-00017) of approximately 242 acres of property for the purpose of establishing the Wood Corporate Campus and Ballpark Village Final Planned Area Development (PAD) and Design Guidelines; and

WHEREAS, on May 8, 2017, the City Council of the City of Goodyear, in the manner prescribed by law, adopted Ordinance No.17-1347 conditionally approving the rezoning (16-210-00004) of approximately 254.5 acres of property generally located on the east side of Estrella Parkway between as shown on Exhibit A Supplementary Zoning Map No. 20-03A, and as more specifically described in Exhibit B Legal Description, which documents were declared a public record by Resolution 2021-2130 and which are referred to and incorporated herein by this reference (the "Property") for the purpose of establishing the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village - South; and

WHEREAS, this request is intended to amend certain of the RES category multi-family development standards of the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village - South; and

WHEREAS, specifically, the request would revise the density range in the RES-1 and RES-2 multi-family residential categories from 5-10 & 6-15 dwelling units/acre, respectively, to 5-30 dwelling units/acre in both categories, and would increase the maximum building height in the RES-1 and RES-2 multi-family residential categories from 42 feet to 46 feet; and

WHEREAS, City staff finds that the proposed amendment will not adversely impact the surrounding area as the one proposed density range does not exceed the highest of the three existing ranges, and the reduced maximum building height is more appropriate for multi-family residential development; and

WHEREAS, the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South, dated November 23, 2020, which was declared a public record by Resolution 2021-2130 and which is referred to and incorporated hereing by this reference, is a restatement of the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South dated April 28, 2017 adopted by Ordinance 2017-1347 with the changes referred to herein; and

WHEREAS, a request to rezone property requires public review by the Planning and Zoning Commission and public review and approval by the City Council; and

WHEREAS, public notice that this amendment to the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on February 10, 2021, appeared in the Arizona Republic Southwest Valley edition on January 22, 2021; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on February 10, 2021, and at that meeting the Commission voted 4 to 2 to recommend approval of the proposed amendment; and

WHEREAS, public notice that this amendment to the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South is to be considered and reviewed at a public hearing held before the City Council on February 22, 2021 appeared in the Arizona Republic Southwest Valley edition on January 22, 2021; and

WHEREAS, the Mayor and Council of the City of Goodyear find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety and general welfare of the citizens of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. PLANNED AREA DEVELOPMENT AMENDMENT

That a parcel of land in Goodyear, Maricopa County, Arizona, generally located on the east side of Estrella Parkway between W. Goodyear Boulevard S. and Bullard Avenue, as shown on Exhibit A Supplementary Zoning Map No. 20-03A, and as more specifically described in Exhibit B Legal Description, which documents were declared a public record by Resolution 2021-2130 and which are referred to and incorporated herein by this reference (the "Property") is hereby conditionally rezoned by amending the existing PAD (Planned Area Development) enacted by Ordinance No. 2017-1347 by adopting that certain document titled Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village — South dated November 23, 2020, which document was declared a public record by Resolution 2021-2130 and which is referred to and incorporated herein by this reference.

SECTION 2. STIPULATIONS

That the rezoning provided for herein is subject to all of the following stipulations and conditions:

1. Development of the Property shall be in substantial conformance with the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South, dated November 23, 2020, which

- document was declared a public record by Resolution 2021-2130 and which is referred to and incorporated herein by this reference, including the concept plans, development standards and design guidelines contained therein except as otherwise provided by any stipulations herein.
- 2. The provisions of the City of Goodyear Zoning Ordinance shall apply unless otherwise modified by this Final PAD.
- 3. Except for the terms in Section 5.1 of the Amended and Restated Development Agreement Ballpark Village (North Parcel) recorded in the official records of Maricopa County as instrument 2012 0724688 ("Section 5.1"), which requires the development of parking facilities for private development in accordance with the parking requirements of the Zoning Ordinance, nothing in the rezoning provided herein shall be construed or considered to amend or affect the terms and conditions of the Settlement Agreement and Release dated July 6, 2011 and the exhibits thereto by and between M&I Marshall & Ilsley Bank, M&I Regional Properties, LLC, and the City, as amended on August 1, 2012, by Amendment No. 1 to Settlement Agreement and Release by and between BMO Harris Bank, Successor by Merger to M&I Marshall & Ilsley Bank, M&I Regional Properties, LLC, and the City, and the Settlement Agreement dated March 5, 2012, by and between MPK Enterprises, Inc., Wood Family Enterprises Ltd., Swansea Properties, LLC, Eagletail Bighorn, LLC, Margaret M. and Shelby A. Carl, Sharon M. and Ken R. Wood, Clarence Wood, M&I Regional Properties, LLC, BMO Harris Bank, Successor by Merger to M&I Marshall & Ilsley Bank and the City or any terms of any conveyance document or agreement to which the City is a party related to parking to support the Ballpark and the Ballpark Development Complex. Section 5.1 no longer has any effect because the parking requirements for Ballpark Village have been amended by Ballpark Village & Ballpark Village - South Restated & Amended Final PAD dated November 23, 2020.
- 4. Notwithstanding anything to the contrary in the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village South, dated November 23, 2020 or the stipulations herein, City parking standards for residential development shall apply within the RES category unless the Mayor and Council of the City of Goodyear approves a zoning amendment to amend such standards pursuant to a third party parking consultant's data based study and letter of recommendation supporting lower parking/dwelling unit ratios and/or parking related design standards that has been approved by the Zoning Administrator.
- 5. Notwithstanding anything to the contrary in the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village South, dated November 23, 2020, a drive-through may be considered through a use permit subject to the following conditions:

- a. The drive-through is limited to a business that has coffee, tea, or other beverages as its primary product.
- b. The drive-through may only be considered on lots 28 30 north of Lower Buckeye Parkway, on the east side of Estrella Parkway.
- c. No curb cuts are allowed onto Estrella Parkway.
- d. A patio that is scaled to the size of the building must be a prominent feature toward Estrella Parkway or the Ballpark.
- e. The drive-through window and ordering menu board may not face Estrella Parkway.
- f. The drive-through drive aisle may not be located between the building and Estrella Parkway; it must be located to the rear of the building; and it must not be substantially visible from Estrella Parkway.
- g. Enhanced architectural design and landscaping must be provided on the site, as determined by the Zoning Administrator during the use permit review.
- h. Enhanced pedestrian connections shall be provided to connect the Ballpark site and nearby residential property, as determined by the Zoning Administrator during the use permit review.

SECTION 3. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 1 of this Ordinance by the adoption of Supplementary Zoning Map 20-03A a copy of which is attached hereto as Exhibit A and legally described in Exhibit B, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 4. ABRIDGMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgement of any other ordinance, regulation, or requirement of the City of Goodyear.

SECTION 5. CORRECTIONS

The Zoning Administrator, City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 6. SEVERABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 7. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law. The provisions of the City of Goodyear Zoning Ordinance being amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

SECTION 8. PENALTIES

Any person who violates and provision of this ordinance shall be subject to penalties set forth in Section 1-2-3 of the City of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

- A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, **building**, **structure**, sign, landscaped area, **parking lot** or fence, or to permit the use of any **lot** or land contrary to, or in violation of any provisions of this **Ordinance**, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land **use** that is specifically prohibited by this **Ordinance** or is unspecified and not classified by the **Zoning Administrator** is prohibited in any **district**.
- B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (**Person**). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.
- C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.
- D. Penalty. Any **Person** who violates any of the provisions of this **Ordinance** and any **amendments** there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:
 - 1. Subject to civil sanctions of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) per offense; or

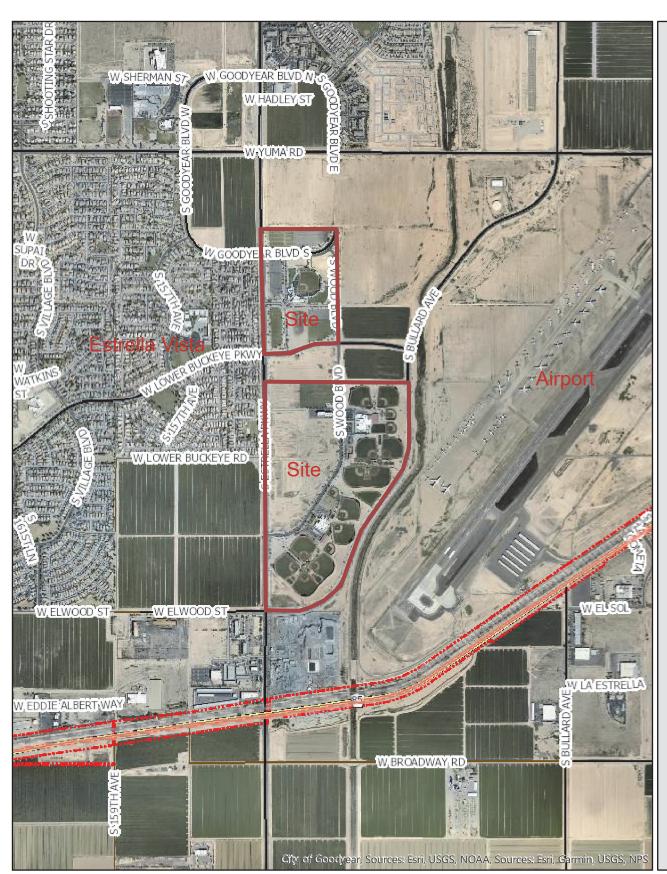
2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars (\$2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder.

Arizona, this day of	ayor and Council of the city of Goodyear, Maricopa Count
	Georgia Lord, Mayor
	Date:
ATTEST:	APPROVED AS TO FORM:
Darcie McCracken, City Clerk	Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)
Goodyear, Maricopa County, Arizona, certify correct and accurate copy of Ordinance No. the Council of the city of Goodyear, Mari	the duly appointed, qualified City Clerk of the city of that the foregoing Ordinance No. 2021-1494 is a true, 2021-1494, passed and adopted at a regular meeting of ricopa County, Arizona, held on the day of was present and, by a vote, voted in favor
Given under my hand and sealed this	day of, 20
seal	City Clerk

Ballpark Village PAD Amendment Southeast corner of Yuma Road and Estrella Parkway



20-210-00003 Ballpark Village PAD Amendment



PT-A

PT-A

GL-1 PT-A

GL-1 PT-C GL-1 PT-C PT-B

PT-A

PT-C

PT-A PT-C GL-1 PT-B

PT-A



STUCCO, MAIN BODY DUNN EDWARDS

DE6227 "MUSLIN"

DUNN EDWARDS

DUNN EDWARDS

DUNN EDWARDS

DE6049 "CHAPS"

BRICK VENEER

— GL-1

FRAME COLOR: TAN

COLOR: BEAR CREEK

FIRST VERSION OF BUILDING ELEVATIONS SUBMITTED 9/17/20

PT-B PT-C GL-1 PT-C GL-1 PT-C PT-B

LLIANCE RESIDEN

ESTRELLA PKWY & S WG
GOODYEAR, ARIZONA AL S. E

PARAPET 2 40' - 0"

PARAPET 1 37' - 0"

T.O. PLATE 3 30' - 4 7/8"

3RD FLOOR 21' - 5"

T.O. PLATE 2 19' - 9"

2ND FLOOR 10' - 9 1/8"

T.O. PLATE 1 9' - 1 1/8"

1ST FLOOR 0"

1934 East Camelback Rd Suite 200

Phoenix, AZ 85016

P 602-229-1100

REV DATE DESCRIPTION

PROJECT NUMBER

20-004

12/04/2020

ISSUE DATE

SHEET TITLE

BUILDING 1

ELEVATIONS

SHEET NUMBER

A-214





STUCCO, MAIN BODY DUNN EDWARDS

DE6227 "MUSLIN"

DUNN EDWARDS

DUNN EDWARDS

DUNN EDWARDS

DE6049 "CHAPS"

BRICK VENEER

GL-1

FRAME COLOR: TAN

COLOR: BEAR CREEK

PT-B

PT-C



architecture & desig 1934 East Camelback Rd Suite 200 Phoenix, AZ 85016

P 602-229-1100 NOT FOR CONSTRUCTION



NOT FOR CONSTRUCTION

OODYEAR

REV DATE DESCRIPTION

PROJECT NUMBER

20-004

ISSUE DATE

12/04/2020

SHEET TITLE

BUILDING 1 ELEVATIONS

SHEET NUMBER

A-214





- Ballpark Village & Ballpark
 Village South
- 254 acres on the east side of Estrella Parkway
- Ballpark Village area around the Ballpark
- Ballpark Village South area west of development complexes



- Approved land use in Ballpark Village South is single & multi family residential
- Three density ranges: 5-10 du/ac in RES-1, 6-15 du/ac in RES-2 & 5-30 du/ac in RES-3
- Max building heights ranging from 42 ft to 75 ft

Requested PAD Amendment



- El Dorado Holdings, the owner of the RES-1 & RES-2 properties, submitted the amendment
- Revised RES-1, 2 & 3 density ranges to 5 to 30 dwelling units/acre
- Revised RES1, 2 & 3 maximum building heights to 55 feet

<u>Multi-Family</u>					
Development Standard	RES-1	RES-2	RES-3		
Min. Net Site Area (sq. ft.)	0	0	0		
Max. Net Site Area (sq. ft.)	Not applicable	Not applicable	Not applicable		
Required Site Width/Depth Ratio	Not applicable	Not applicable	Not applicable		
Min. Site Width (ft.)	0	0	0		
Min. Site Depth (ft.)	0	0	0		
Max. Height (ft.)	42	42	75		
Density Range (minmax.)	5-10	6-15	8-30		
Max. MF or Condominium Site Coverage	100%/100%	100%/100%	100%/100%		
Min. Unit/Building Separation (ft.)	0/0	0/0	0/0		
Min. Private Open Space (sq. ft.)	40	40	40		
(Includes balconies/courtyards)	40	40	40		
Min. Unit/Building Setback ¹ (ft.)					
- Front	5/5	5/5	0/0		
- Side	0/0	0/0	0/0		
- Rear	3/3	3/3	0/0		
- Street side	5/5	5/5	5/5		
Min. On-Site Landscaping		15%			
(% of Net Site Area)	(Per multi-family community)				
Min. Recreational O/S	Up to 5% of th	ne Min. On-Site Lan	dscaping Area		
Mill. Recreational O/S	(Per multi-family community)				
Minimum Sidewalk Width (ft.)	4	4	4		

Table B Cont.: RES Category Development Standards (RES category within Ballpark Village-South)

Table B Cont.: RES Category Development Standards (RES category within Ballpark Village-South) Multi-Family

	Mulu-Family		
Development Standard	RES-1	RES-2	RES-3
Min. Net Site Area (sq. ft.)	0	0	0
Max. Net Site Area (sq. ft.)	Not applicable	Not applicable	Not applicable
Required Site Width/Depth Ratio	Not applicable	Not applicable	Not applicable
Min. Site Width (ft.)	0	0	0
Min. Site Depth (ft.)	0	0	0
Max. Height (ft.)	(55)	55	55
Density Range (minmax.)	5-30	5-30	5-30
Max. MF or Condominium Site Coverage	100%/100%	100%/100%	100%/100%
Min. Unit/Building Separation (ft.)	0/0	0/0	0/0
Min. Private Open Space (sq. ft.) (Includes balconies/courtyards)	40	40	40
Min. Unit/Building Setback ¹ (ft.)			
- Front	5/5	5/5	0/0
- Side	0/0	0/0	0/0
- Rear	3/3	3/3	0/0
- Street side	5/5	5/5	5/5
Min. On-Site Landscaping		15%	
(% of Net Site Area)	(Per	multi-family commu	mity)
	1		

Up to 5% of the Min. On-Site Landscaping Area

(Per multi-family community)

Amending MF Density Ranges & Max Heights

Min. Recreational O/S

Minimum Sidewalk Width (ft.)



- Amendment was submitted because Alliance Residential wants to develop some of the El Dorado property at a higher density than allowed in RES-1
- Height revision was a housekeeping measure from staff

Public Outreach



- 4 other private property owners in the PAD
- 2, in Ballpark Village, support the amendment
- The other 2, in the RES-3 section of Ballpark Village South, do not
- 1 resident outside of the PAD does not support MF



- Existing development in RES-3: "The Clubhouse" where team members of the Cleveland Indians reside
- On property not owned by PAD Amendment applicant, El Dorado Holdings



- Approved & permitted development in RES-3: "Solace at Ballpark Village"
- On property not owned by applicant, El Dorado

Planning & Zoning Commission



- Voted 4 to 2 to recommend approval
- Dissenting members cited concerns:
 - That the density changes would change the vision for Ballpark Village – South; and,
 - That the height changes would result in highrise apartment buildings

Revised PAD Amendment



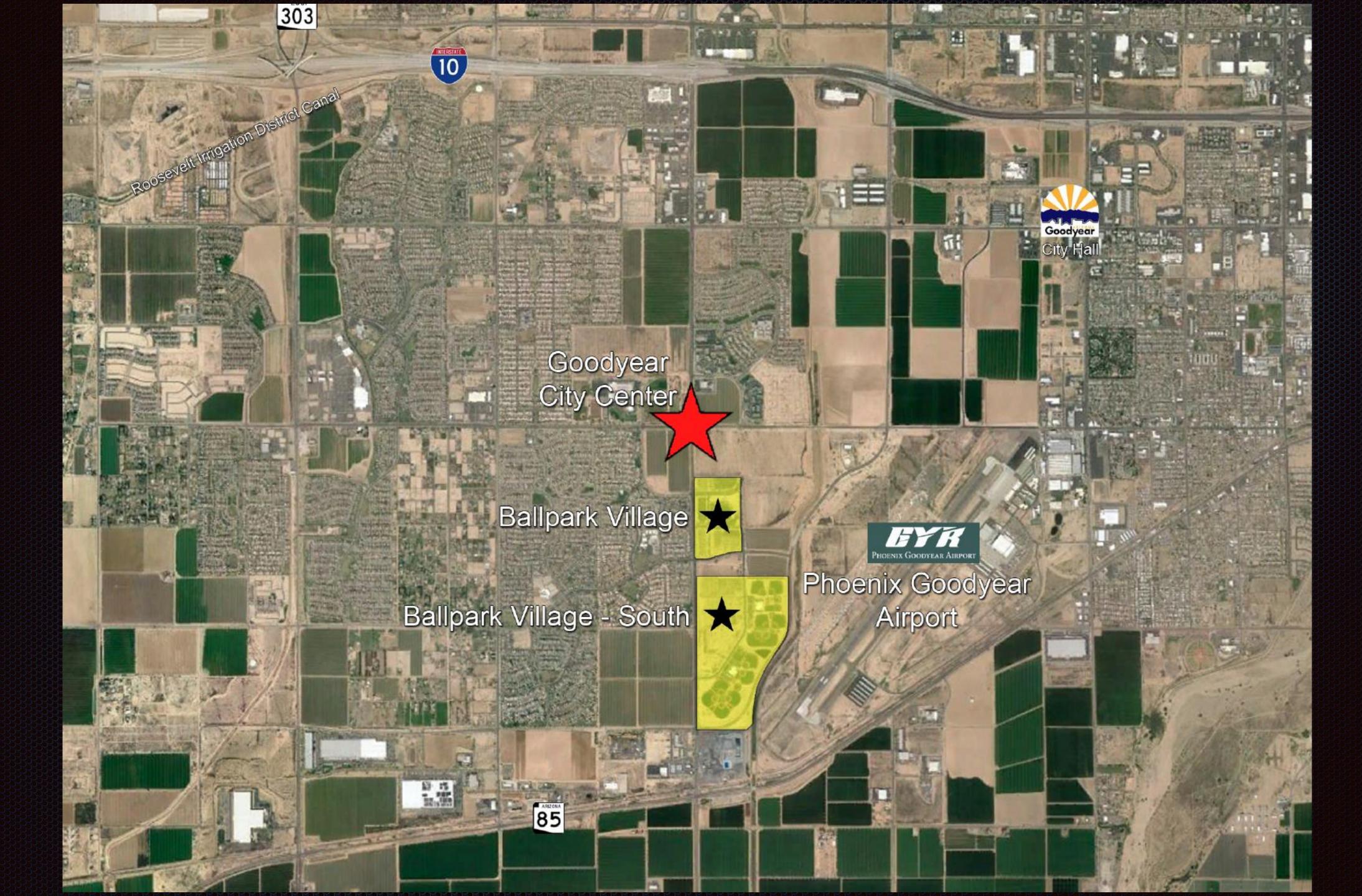
- To address Commission concerns & lack of support from other PAD property owners, the amendment was revised to:
 - Amend density to 5 30 du/ac only in the RES
 1& 2 categories (owned by El Dorado)
 - Increase max building height from 42' to 46' only in the RES 1 & 2 categories (owned by El Dorado)





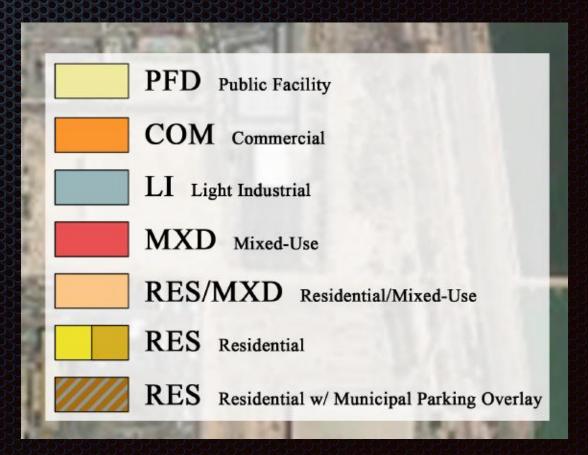
- Staff supports the revised amendment which meets the Zoning Ordinance criteria for a rezone
- Staff recommends approval of the revised amendment subject to the stipulations in Ordinance 2021-1494

Prose at Ballpark Village PAD Amendment to the Ballpark Village & Ballpark Village - South Amended PAD City Council March 1, 2021



Ballpark Village MXD-1 W. Goodyear Boulevard RES/ MXD-1 W. Lower Buckeye Flex Area - 1 W. Lower Buckeye Road Ballpari k Village - South W. Elwood Street

2017 Approval

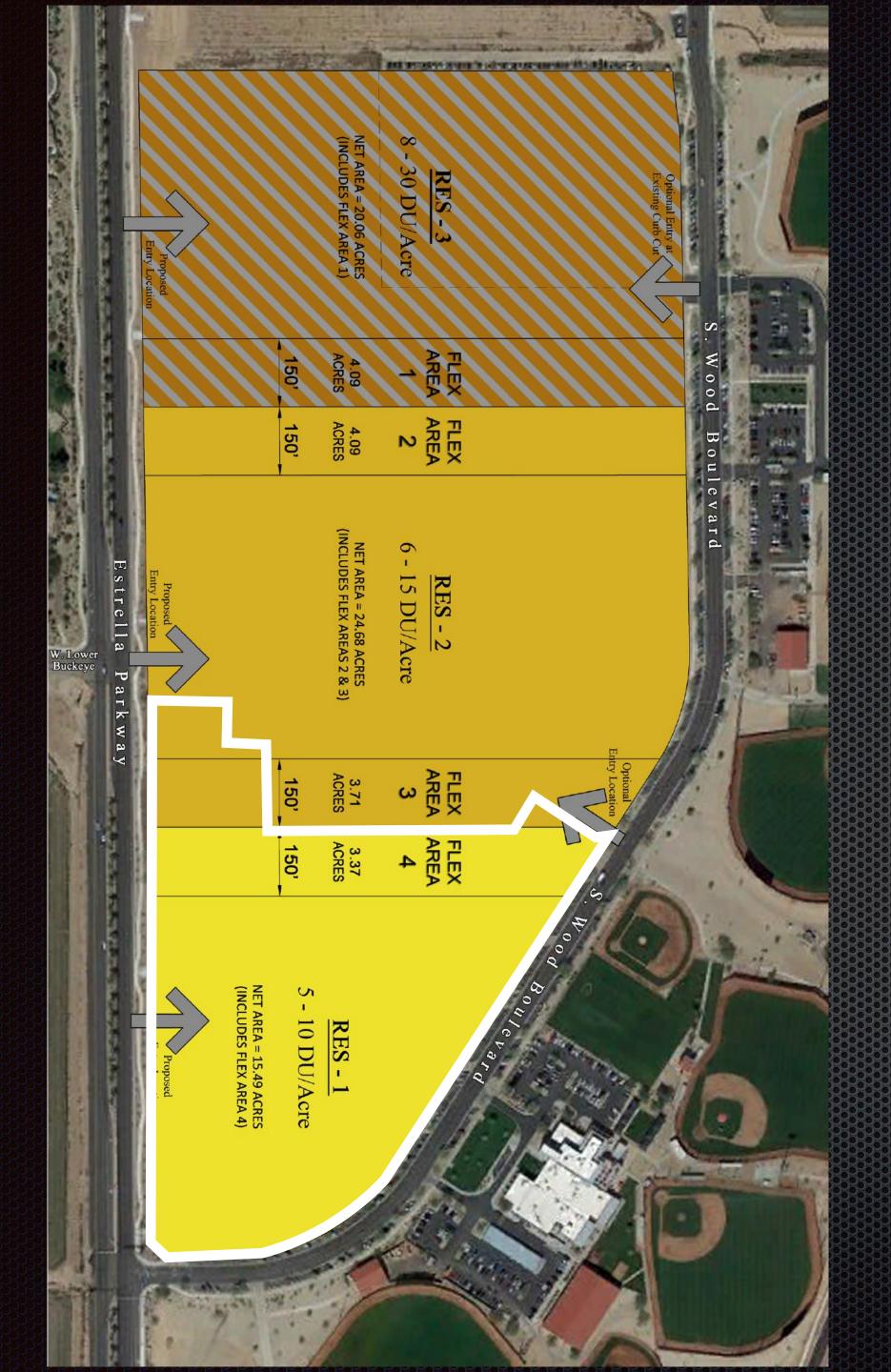




2017 Approval

Table B Cont.: RES Category Development Standards (RES category within Ballpark Village-South)

<u>Multi-Family</u>								
Development Standard RES-1 RES-2 RES-3								
Min. Net Site Area (sq. ft.)	0	0	0					
Max. Net Site Area (sq. ft.)	Not applicable	Not applicable	Not applicable					
Required Site Width/Depth Ratio	Not applicable	Not applicable	Not applicable					
Min. Site Width (ft.)	0	0	0					
Min. Site Depth (ft.)	0	0	0					
Max. Height (ft.)	42	42	75					
Density Range (minmax.)	5-10	6-15	8-30					
Max. MF or Condominium Site Coverage	100%/100%	100%/100%	100%/100%					
Min. Unit/Building Separation (ft.)	0/0	0/0	0/0					
Min. Private Open Space (sq. ft.)	40	40	40					
(Includes balconies/courtyards)	40	40	40					
Min. Unit/Building Setback ¹ (ft.)								
- Front	5/5	5/5	0/0					
- Side	0/0	0/0	0/0					
- Rear	3/3	3/3	0/0					
- Street side	5/5	5/5	5/5					
Min. On-Site Landscaping	15%							
(% of Net Site Area)	(Per multi-family community)							
Min. Recreational O/S	Up to 5% of the Min. On-Site Landscaping Area							
Will. Recreational O/S	(Per multi-family community)							
Minimum Sidewalk Width (ft.)	4 4 4							



Proposed Amendment

Table P. Cout . DES Category Development Standards (DES eategory within Pallnark Village South)						
Table B Cont.: RES Category Development Standards (RES category within Ballpark Village-South)						
Multi-Family						
Development Standard	RES-1	RES-2	RES-3			
Min. Net Site Area (sq. ft.)	0	0	0			
Max. Net Site Area (sq. ft.)	Not applicable	Not applicable	Not applicable			
Required Site Width/Depth Ratio	Not applicable	Not applicable	Not applicable			
Min. Site Width (ft.)	0	0	0			
Min. Site Depth (ft.)	0	0	0			
Max. Height (ft.)	4 <u>246</u>	42 <u>46</u>	75			
Density Range (minmax.)	5- 10 <u>30</u>	6-15 <u>5-30</u>	8-30			
Max. MF or Condominium Site Coverage	100%/100%	100%/100%	100%/100%			
Min. Unit/Building Separation (ft.)	0/0	0/0	0/0			
Min. Private Open Space (sq. ft.)	40	40	40			
(Includes balconies/courtyards)	40	40	40			
Min. Unit/Building Setback ¹ (ft.)						
- Front	5/5	5/5	0/0			
- Side	0/0	0/0	0/0			
- Rear	3/3	3/3	0/0			
- Street side	5/5	5/5	5/5			
Min. On-Site Landscaping 15%						
(% of Net Site Area)	(Per multi-family community)					
Min. Recreational O/S	Up to 5% of the Min. On-Site Landscaping Area (Per multi-family community)					
Minimum Sidewalk Width (ft.)	4	4	4			



Prose at Ballpark Village

- 20.83± gross (16.92± net) acres
- High-quality, gated multi-family development
- 360 units
- 21.3 du/net ac.
- 1- and 2-bedroom units
 - 800 sf and 1,100 sf
- 3-story buildings



ELEVATION BLDG 1 - STREET FACING

1/8" = 1'-0"





CURRENT VERSION OF BULDING ELEVATIONS 12/8/20

EXTERIOR FINISH LEGEND

STUCCO, SECONDARY BODY

WINDOWS: VINYL, DUAL PANE, LOW-E FRAME COLOR: TAN

DUNN EDWARDS DE6228 "PLAY ON GRAY"

PT-C)
STUCCO, ACCENT
DUNN EDWARDS
DE6229 "CALICO ROCK"

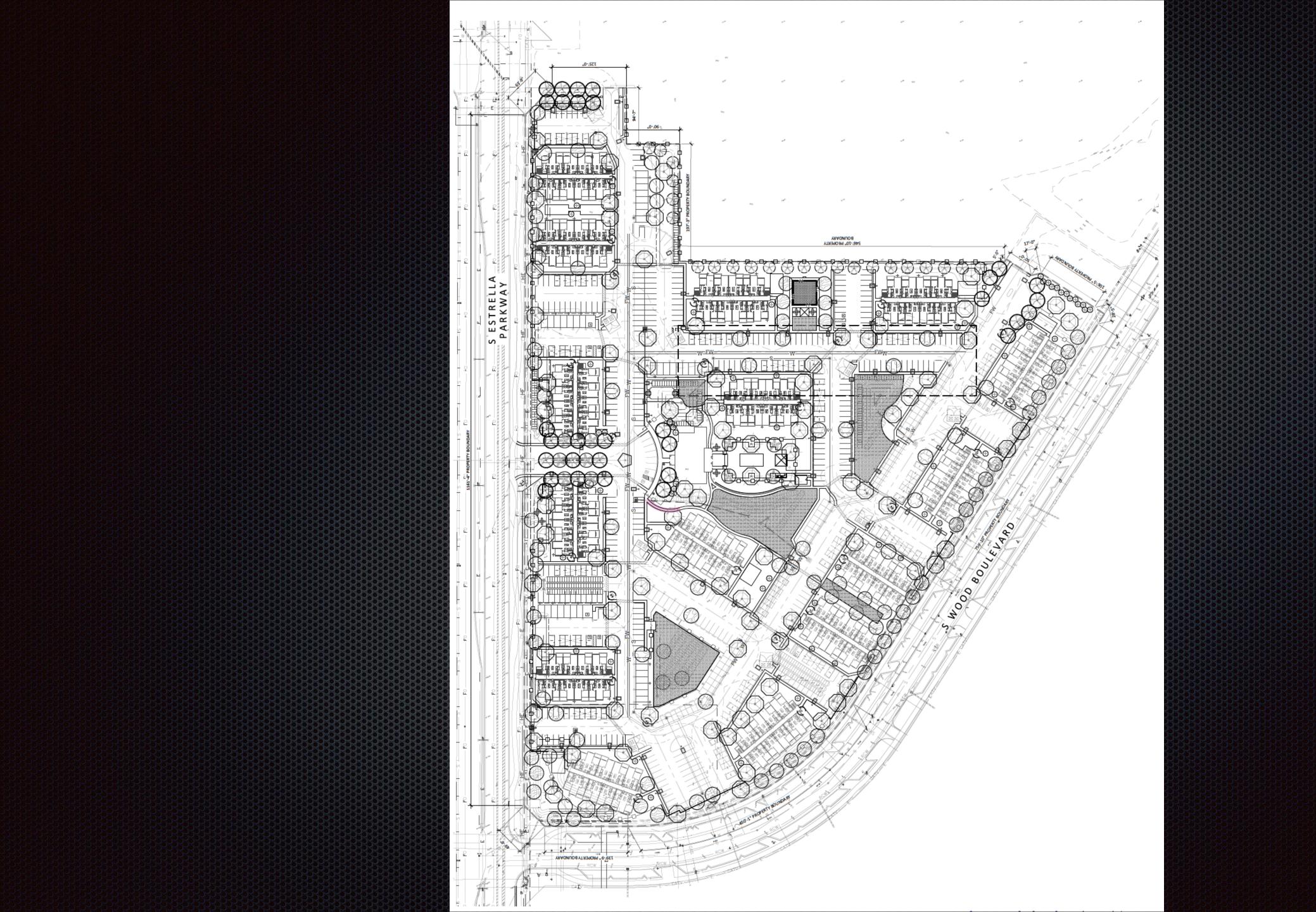
STUCCO, MAIN BODY
DUNN EDWARDS
DE6227 "MUSLIN"



FIRST VERSION OF BUILDING ELEVATIONS SUBMITTED 9/17/20

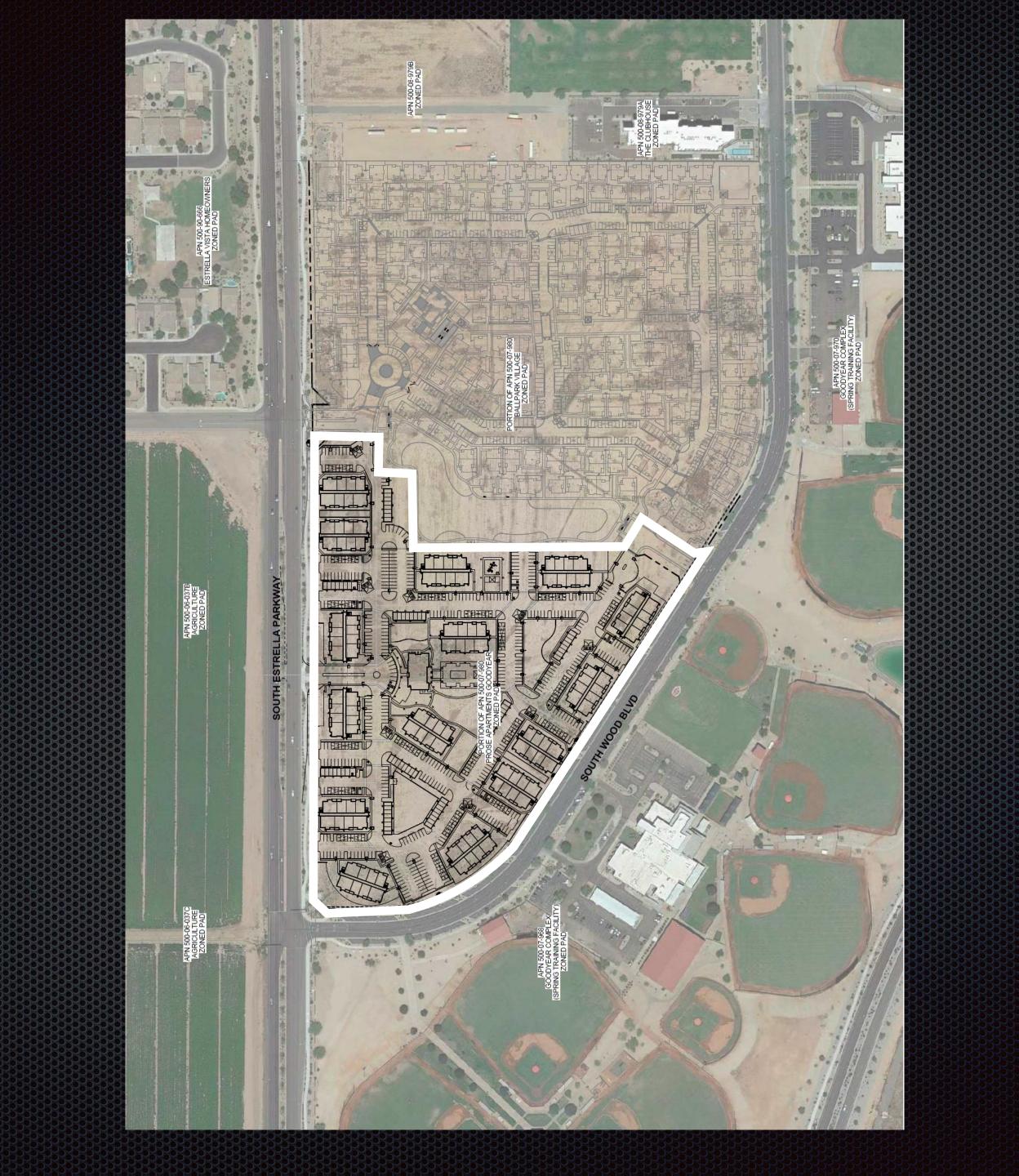
Request the City Council's approval in accordance with Planning Commission and Staff's Recommendations for Approval.







4 ELEVATION BLDG 1 - NON-STREET FACING



AGENDA ITEM #: 6. DATE: 03/01/2021 CAR #: 2021-7189



CITY COUNCIL ACTION REPORT

FY2021 SPRING PAVEMENT MANAGEMENT PROJECTS SUBJECT:

STAFF PRESENTER(S): Hugh Bigalk, City Traffic Engineer; Brian Harvel, Pavement Management Coordinator

SUMMARY:

Request City Council approve expenditures up to \$1,600,000 for FY2021 Spring pavement management projects.

Recommendation:

Approve expenditures in the amount of \$1,600,000 to complete pavement management projects in various locations throughout the City. (Hugh Bigalk, City Traffic Engineer; Brian Harvel, Pavement Management Coordinator)

FISCAL IMPACT:

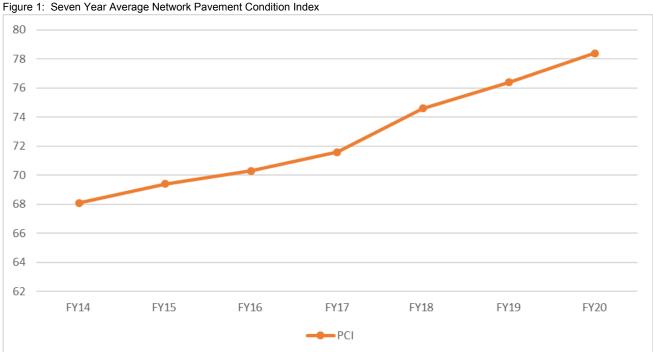
The FY2021 pavement management budget includes \$3,316,600 in HURF and General Funds in the Engineering operating budgets. Identified in Table 1 below are the FY2021 Spring pavement management projects.

Table 1: FY2021 Spring Pavement Management Projects

Item **TOTAL** Asphalt Micro Surfacing \$1,000,000 Asphalt Slurry Seal Application \$600,000 \$1,600,000 Total

BACKGROUND AND PREVIOUS ACTIONS:

On March 17, 2014 and August 25, 2014, the city's pavement management consultant, APT, presented an update on their pavement management project; at that time, treatment strategies and funding recommendations were discussed. During those presentations, the City's Pavement Condition Index (PCI) of 68.1 was presented to Council. Figure 1 below identifies the average network PCI of the roadway network during the past seven fiscal years. The city's PCI has increased by over ten points to 78.4 during this time, as a result of increased commitment to the pavement management program. This demonstrates a significant increase in the overall health of the city's roadway network.



The results of the FY2021 Fall/Winter pavement management projects are illustrated in Table 2 below, with anticipated savings of \$173,200.

Table 2: FY2021 Fall/Winter Pavement Management Projects

Item	Budgeted	Status	Estimated or Final Cost	Savings
Roadway Preparation and ADA Ramps Repairs/Replacements	\$150,000	In Progress	\$150,000	\$0
Crack Seal	\$250,000	In Progress	\$250,000	\$0
Pavement Data Inventory	\$200,000	In Progress	\$140,000	\$60,000
Rainbow Valley Road Surface Preparation	\$118,300	Completed	\$118,000	\$300
High Volume FAST with Scrub Seal	\$782,600	Completed	\$670,000	\$112,600
Low Volume Cape Seal	\$434,300	Completed	\$434,000	\$300
FY2021 Fall/Winter Project Savings				\$173.200

STAFF ANALYSIS

Proposed FY2021 Spring pavement management projects total 90.24 lane-miles of pavement treatment projects that include both preservation and rehabilitation projects (Exhibit 1).

A description of each preservation type is provided below, followed by a list of roadways or neighborhoods recommended for the designated pavement treatment:

- 1. Micro Surfacing A product that is commonly used on arterial and collector roads, and is effective at correcting or inhibiting raveling and oxidation of the pavement surface, improving surface friction, sealing the pavement surface, and filling minor surface irregularities and wheel ruts up to 1.25 inches deep. Micro-surfacing typically lasts 5 - 7 years.
- Bullard Ave from Estrella Pkwy to Lower Buckeye Pkwy
- Bullard Ave from Van Buren Rd to McDowell Rd
- Canyon Trails Blvd from Lower Buckeye Rd to Yuma Rd
- Westar Dr from Estrella Pkwy to San Miguel Rd
- Golf Club Dr from San Miguel Rd to Westar Dr
- Harrison St from 173rd Ave to Citrus Rd
- N 173rd Ave from Yuma Rd to Van Buren St
- San Gabriel Dr from Elliot Rd to Elliot Rd
- Calistoga Dr from Estrella Pkwy to 182nd Dr
- Elliot Rd from 187th Ave alignment to Rainbow Valley Rd
- Lilac St from 173rd Ave to Cotton Ln
- 2. Slurry Seal A mixture of crushed, well graded aggregate (fine sand and mineral filler) and an asphalt emulsion that is spread over the entire pavement with a spreader box attached to the back of a truck. Slurry seals are commonly used in neighborhoods and are effective in sealing low-severity surface cracks, waterproofing the pavement surface, and improving skid resistance at speeds below 30 MPH. Slurry seal typically lasts 5 to 7 years.
- Palm Valley North (Phase 9)
- The Cove at Palm Valley North
- Curtis Commons
- Vanderbilt Farms
- Aldea
- Legacy Ranch
- Legacy
- Sierra Point
- Desert Breeze @ Canyon Trails
- Summit
- Arcadia
- Avalon Del Lago
- Trailridge Crossing
- Avalon Terrace
- Privada
- Eagle Point
- Parkside
- Lakeview
- The Highlands
- Trailridge
- Desert Breeze @ EMR

Existing City contracts with the following companies will be used for pavement treatments. Viasun Corporation

Southwest Slurry Seal Inc.

Attachments

CAR

Exhibit 1

Presentation

AGENDA ITEM #: _____

DATE: March 1, 2021 CAR #: 2021-7189



CITY COUNCIL ACTION REPORT

SUBJECT: FY2021 Spring Pavement Management Projects

STAFF PRESENTER(S): Hugh Bigalk, City Traffic Engineer

Brian Harvel, Pavement Management Coordinator

OTHER PRESENTER(S): None

Summary: Request City Council approve expenditures up to \$1,600,000 for FY2021 Spring pavement management projects.

Recommendation: Approve expenditures in the amount of \$1,600,000 to complete pavement management projects in various locations throughout the City.

Fiscal Impact: The FY2021 pavement management budget includes \$3,316,600 in HURF and General Funds in the Engineering operating budgets. Identified in Table 1 below are the FY2021 Spring pavement management projects.

Table 1: FY2021 Spring Pavement Management Projects

Item	TOTAL
Asphalt Micro Surfacing	\$1,000,000
Asphalt Slurry Seal Application	\$600,000
Total	\$1,600,000

Background and Previous Actions

On March 17, 2014 and August 25, 2014, the city's pavement management consultant, APT, presented an update on their pavement management project; at that time, treatment strategies and funding recommendations were discussed. During those presentations, the City's Pavement Condition Index (PCI) of 68.1 was presented to Council. Figure 1 below identifies the average network PCI of the roadway network during the past seven fiscal years. The city's PCI has increased by over ten points to 78.4 during this time, as a result of increased commitment to the

1

pavement management program. This demonstrates a significant increase in the overall health of the city's roadway network.

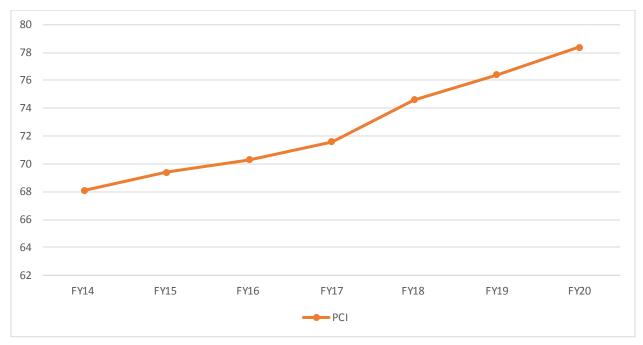


Figure 1: Seven Year Average Network Pavement Condition Index

The results of the FY2021 Fall/Winter pavement management projects are illustrated in Table 2 below, with anticipated savings of \$173,200.

Table 2: FY2021 Fall/Winter Pavement Management Projects

Item	Budgeted	Status	Estimated or Final Cost	Savings
Roadway Preparation and ADA Ramps Repairs/Replacements	\$150,000	In Progress	\$150,000	\$0
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Low Volume Cape Seal	\$434,300	Completed	\$434,000	\$300
FY2021 Fall/Winter Project Savings				\$173,200

Staff Analysis

Proposed FY2021 Spring pavement management projects total 90.24 lane-miles of pavement treatment projects that include both preservation and rehabilitation projects (Exhibit 1).

A description of each preservation type is provided below, followed by a list of roadways or neighborhoods recommended for the designated pavement treatment:

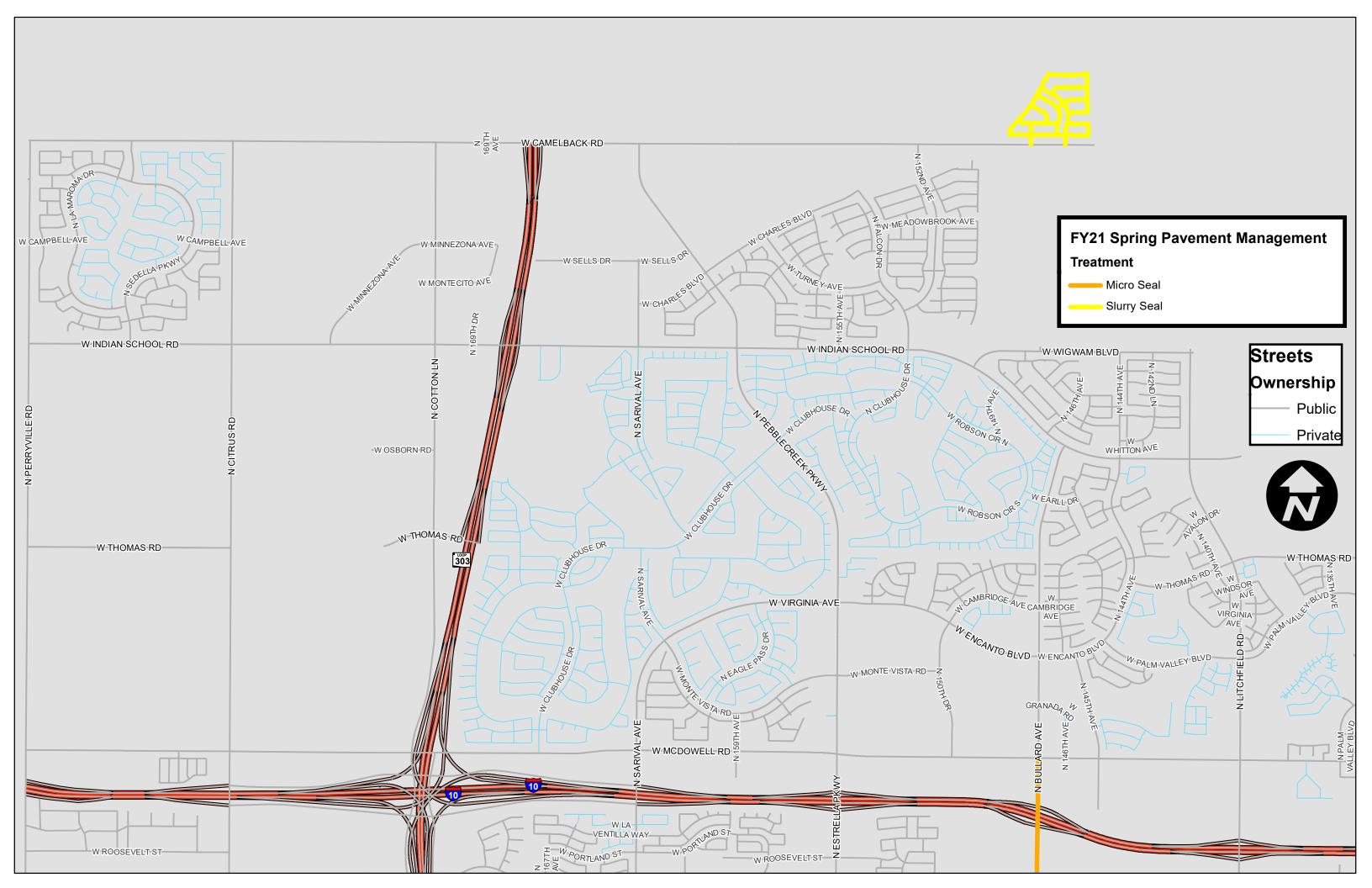
- Micro Surfacing A product that is commonly used on arterial and collector roads, and
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 years.
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 - The Cove at Palm Valley North
 - Curtis Commons
 - Vanderbilt Farms
 - Aldea
 - Legacy Ranch
 - Legacy
 - Sierra Point
 - Desert Breeze @ Canyon Trails
 - Summit
 - Arcadia
 - Avalon Del Lago
 - Trailridge Crossing

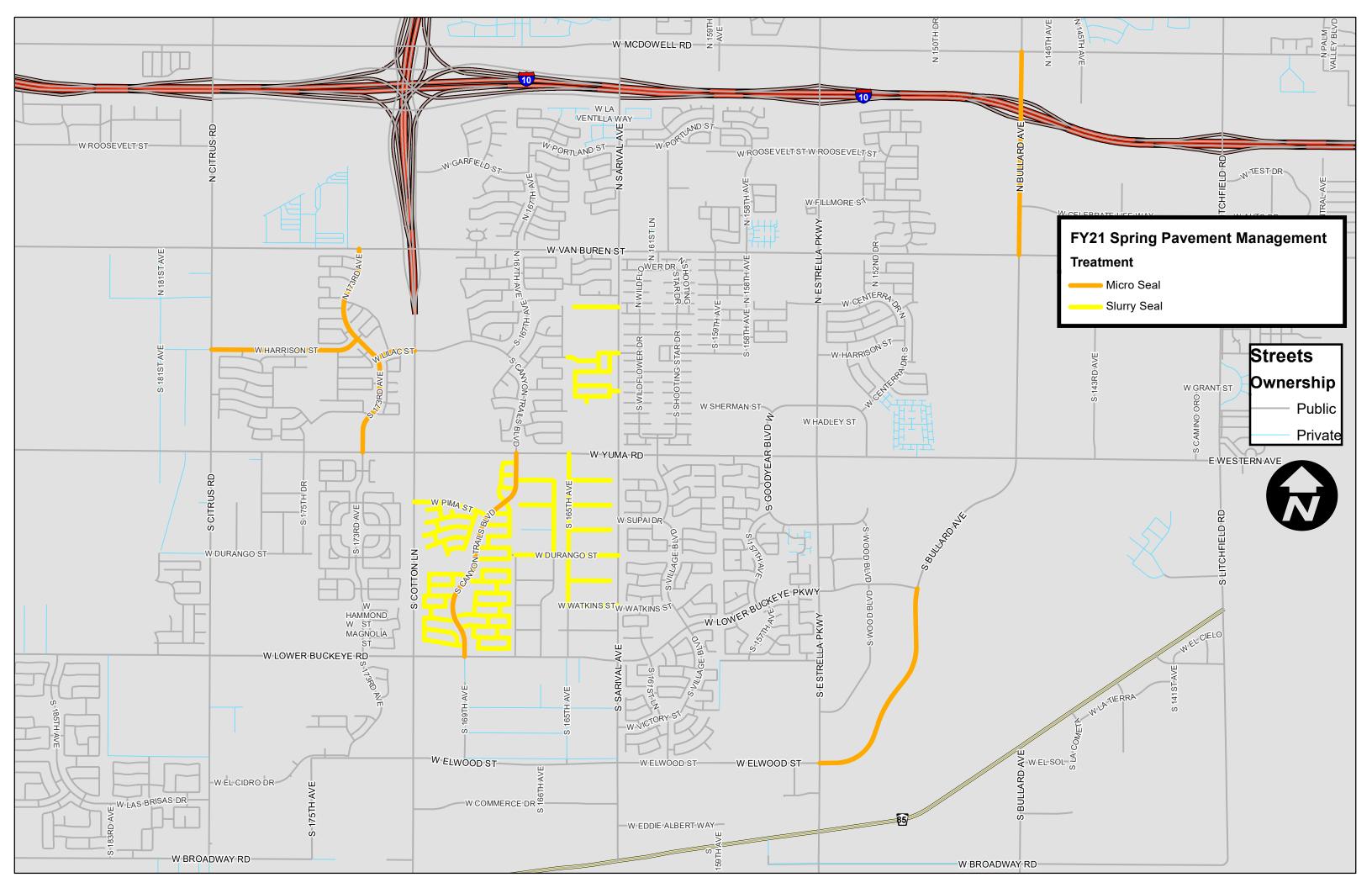
- Avalon Terrace
- Privada
- Eagle Point
- Parkside
- Lakeview
- The Highlands
- Trailridge
- Desert Breeze @ EMR

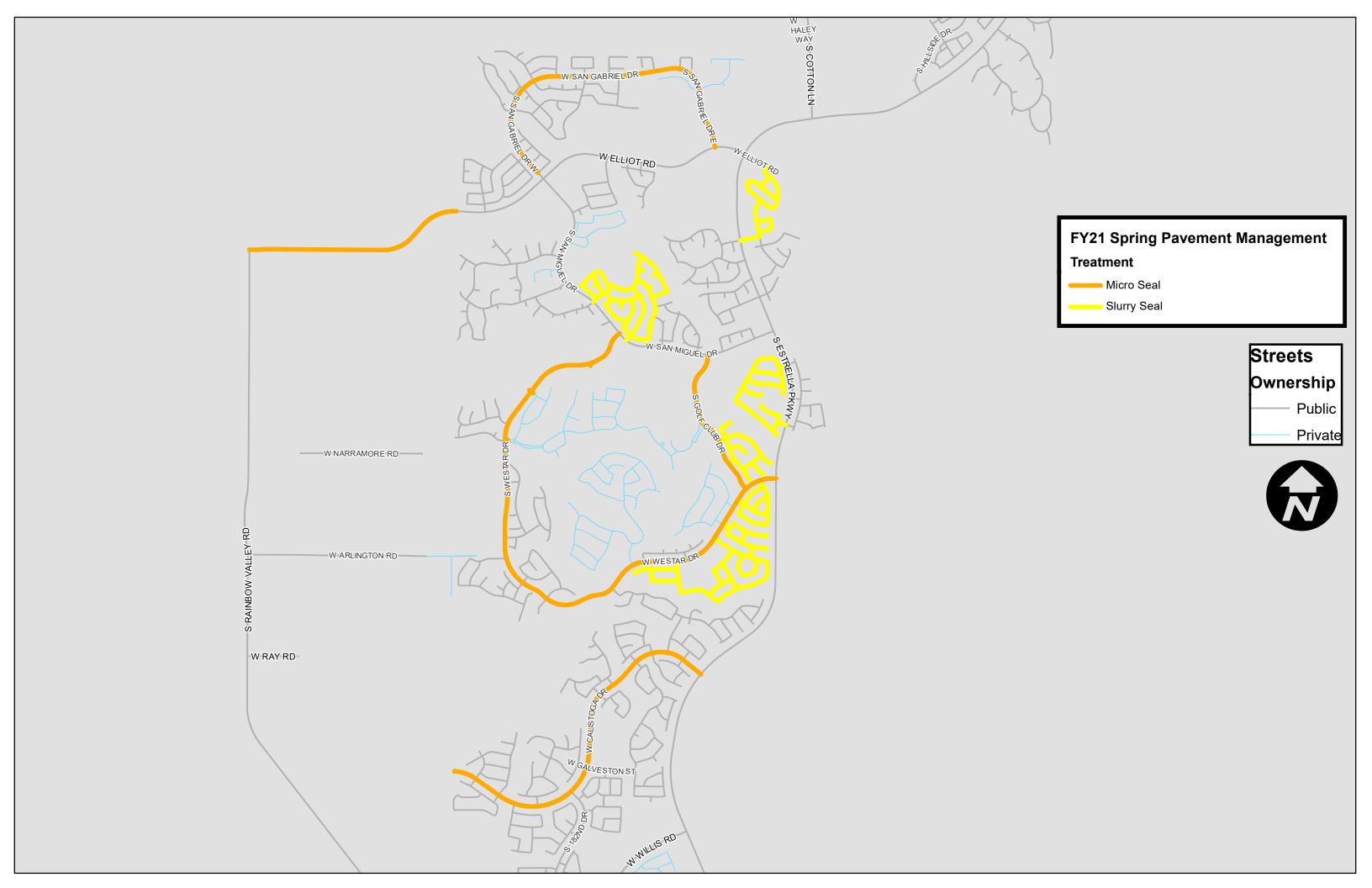
Existing City contracts with the following companies will be used for pavement treatments. Viasun Corporation
Southwest Slurry Seal Inc.

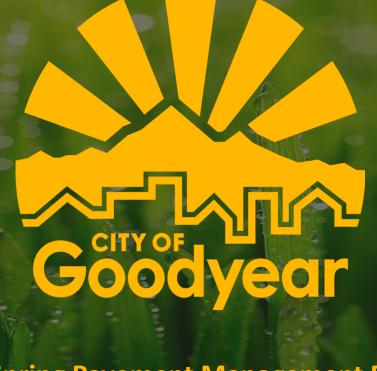
Attachments

Exhibit 1: FY2021 Spring Pavement Management Program









FY2021 Spring Pavement Management Projects

March 1, 2021



AGENDA

- FY2021 Fall/Winter Project Update
- Treatments for Spring FY2021
- Treatment Locations
- Recommendation





FY2021 FALL/WINTER PROJECT UPDATE

Item	Budgeted	Status	Estimated or Final Cost	Savings
Roadway Preparation and ADA Ramps Repairs/Replacements	\$150,000	In Progress	\$150,000	\$0
Crack Seal	\$250,000	In Progress	\$250,000	\$0
Pavement Data Inventory	\$200,000	In Progress	\$140,000	\$60,000
Rainbow Valley Road Surface Preparation	\$118,300	Completed	\$118,000	\$300
High Volume FAST with Scrub Seal	\$782,600	Completed	\$670,000	\$112,600
Low Volume Cape Seal	\$434,300	Completed	\$434,000	\$300
FY2021 Fall/Winter Estimated Project Savings				\$173,200



ASPHALT MICRO SURFACING - MCDOWELL ROAD

BEFORE TREATMENT



AFTER TREATMENT





ASPHALT SLURRY SEAL

BEFORE TREATMENT

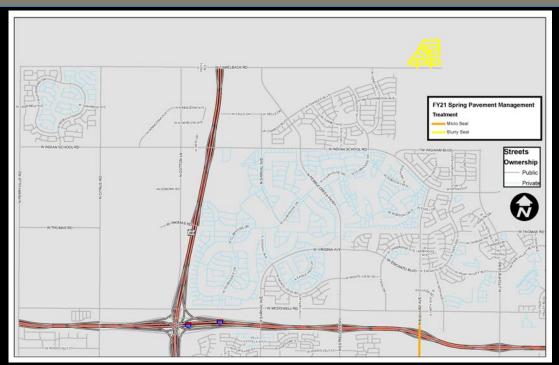


AFTER TREATMENT





PROJECT MAP - NORTH



MICRO SURFACING

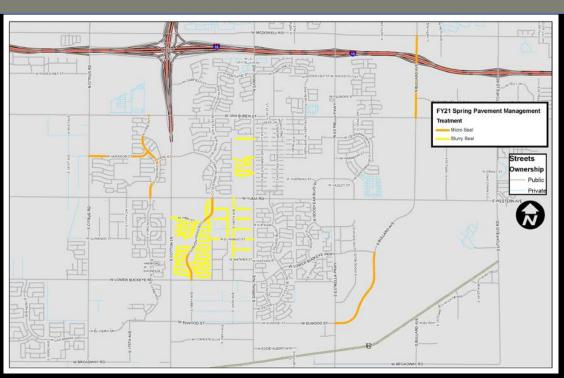
 BULLARD AVE – VAN BUREN ST TO MCDOWELL RD

SLURRY SEAL

- PALM VALLEY NORTH (PHASE 9)
- COVE AT PALM VALLEY NORTH



PROJECT MAP - CENTRAL

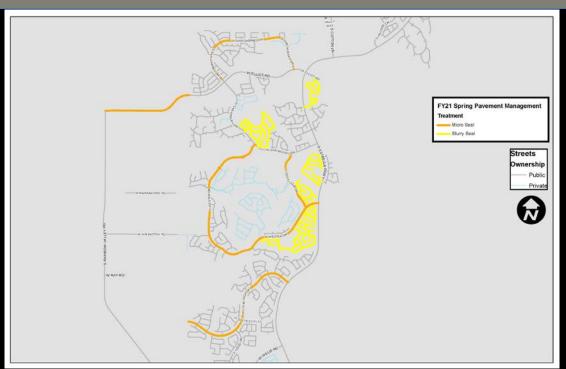


MICRO SURFACING

- BULLARD AVE
- CANYON TRAILS BLVD
- 173RD AVE
- HARRISON ST SLURRY SEAL
- ILLUSTRATED RESIDENTIAL STREETS IN CANYON TRAILS
- VANDERBILT FARMS
- CURTIS COMMONS
- LEGACY RANCH



PROJECT MAP - SOUTH



MICRO SURFACING

- SAN GABRIEL DR
- WESTAR DR
- GOLF CLUB DR
- CALISTOGA DR
- WEST SECTION OF ELLIOT RD

SLURRY SEAL

• ILLUSTRATED RESIDENTIAL STREETS IN ESTRELLA



COST SUMMARY





RECOMMENDATION



AGENDA ITEM #: 7. DATE: 03/01/2021 CAR #: 2021-7193



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL TO SUBMIT AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT

STAFF PRESENTER(S): Paul Luizzi, Fire Chief

OTHER PRESENTER(S):

None

SUMMARY:

The SAFER grant is a program, which provides funding directly to fire departments to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill the traditional mission of the fire department. The department is seeking funding for 15 new firefighter positions for staffing FS188.

Recommendation:

ADOPT RESOLUTION NO. 2021-2136 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) PROGRAM FUNDS TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Paul Luizzi, Fire Chief)

FISCAL IMPACT:

The SAFER grant provides financial assistance hiring new full-time firefighters supplementing salaries and benefits for three years. "Usual annual costs" includes the base salary (exclusive of non-FLSA overtime) and standard benefits package (including the average health, dental, and visions costs, FICA, life insurance, retirement/pension, etc.).

There is no cost share or match or position cost limit for the FY2020 SAFER Program. Costs are reimbursable if they are included as part of the standard package, under the SAFER Program grant. As an anticipated cost of operating fire stations, acceptance of a grant to subsidize firefighter salaries is in compliance with our financial policies. If awarded, all costs would be planned in the general fund following the expiration of the grant.

BACKGROUND AND PREVIOUS ACTIONS:

The department has conducted research with other Valley Benchmark fire departments such as Scottsdale Fire Department, Peoria Fire Department, and Surprise Fire department, who have applied for the SAFER grant and were successfully awarded funds for additional firefighter positions.

STAFF ANALYSIS

Fiscal prudence is a high priority as well as compliance with the National Fire Protection Association (NFPA) guideline 1710, section 5.2.2 which states, "the number of on-duty fire suppression members shall be sufficient to perform the necessary fire-fighting operations given the expected fire-fighting conditions. In order to meet this criterion, it is essential to staff these additional firefighter positions for Fire Station 188. Due to the significant expenditures associated with 15 new firefighter positions, the fire department determined it would be prudent to seek additional funding sources to offset the initial costs for these positions.

The application deadline is March 12, 2021. If application is successful and once the City receives notice of award, a 180-day recruitment period begins. The grant performance period would begin no later than 180 days, or November 2021.

If successful obtaining grant funding for the 15 new firefighter positions, recruitment would begin in August of 2021 with the new firefighters attending the fire academy in January of 2022. We anticipate graduation of the recruits, from the academy, in the spring of 2022. After graduation from the academy, Fire Station 188 crew will be double housed at Fire Station 184 until Fire Station 188 opens in late December 2022. Fire Station 181 will open in April of 2021.

If funding is not obtained through the grant process, the department will request the positions through the FY 22 budget supplemental process. If the supplemental is funded then recruitment for the positions would begin in the early 2022 with the new recruits attending a fire academy in the summer of 2022 with an anticipated graduation in fall of 2022. After graduation from the academy, the Fire Station 188 crew will be double housed at Fire Station 184 until Fire Station 188 opens in late December 2022. Fire Station 181 will open in April of 2021.

Attachments

Resolution 2021-2136 Presentation

RESOLUTION NO. 2021-2136

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) PROGRAM FUNDS TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED) .

WHEREAS, it is in the best interest of the City to apply for the Staffing for Adequate Fire and Emergency Response (SAFER) grant program funding which provides funding assistance for the recruitment and hiring of 15 firefighter positions to staff Fire Station 188; and

WHEREAS, the recruitment and hiring of 15 firefighter positions qualifies as an eligible project under the SAFER Grant program; and

WHEREAS, there is no cost share or match or position cost limit requirement if the SAFER Grant program funds are awarded to the City;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The City Manager or her designee, is hereby authorized to submit an application to Federal Emergency Management Agency (FEMA) for the Staffing for Adequate Fire and Emergency Response (SAFER) grant program to provide funding assistance for the recruitment and hiring of 15 firefighter positions to staff Fire Station 188. SECTION 2. If the grant application is awarded, the City will enter into a grant agreement with FEMA for the SAFER grant program. The City Manager is hereby authorized to execute all documents relating to this SECTION 3. application and any grant agreement offered as a result of an award of grant funding. SECTION 4. If the grant funds are awarded to the city of Goodyear, the City Council hereby authorizes the City Manager to approve the necessary budget transfer in the amount of the awarded funds. PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this ______, 20_____.

	Georgia Lord, Mayor
	Date:
ATTEST:	APPROVED AS TO FORM:
Darcie McCracken, City Clerk	Roric Massey, City Attorney
CERTIFICAT	TION OF RECORDING OFFICER
STATE OF ARIZONA)) ss.
County of Maricopa)
Goodyear, Maricopa County, Arizona, correct and accurate copy of Resolution the Council of the city of Goodyea	, being the duly appointed, qualified City Clerk of the city of certify that the foregoing Resolution No. 2021-2136 is a true in No. 2021-2136, passed and adopted at a regular meeting or, Maricopa County, Arizona, held on the day of corum was present and, by avote,voted in favor
Given under my hand and seale	ed thisday of, 20
seal	City Clerk

AGENDA ITEM #: 8. DATE: 03/01/2021 CAR #: 2021 - 7194



CITY COUNCIL ACTION REPORT

SUBJECT: DONATION OF A SURPLUS 2014 CHEVROLET TAHOE TO THE BUCKEYE VALLEY FIRE DISTRICT

STAFF PRESENTER(S): Tim Wayne, Deputy Fire Chief and Kevin Devery, Fleet Service Superintendent

SUMMARY:

Approve donation of a surplus 2014 Chevrolet Tahoe, to the Buckeye Valley Fire District (BVFD) to support the district's Terrorism Liaison Officer (TLO) Program. Fleet possesses a 2014 Chevy Tahoe that has been replaced due to age, miles and overall condition. The unmarked PD Tahoe has 100,000 miles, is unmarked and has a prisoner cage and would fit the needs of the BVFD TLO Program perfectly. The vehicle is scheduled to go to auction if not donated to BVFD and is expected to collect \$5,000 - \$6,000. The BVFD borders the city of Goodyear to the west and responds into the City of Goodyear through the Automatic Aid Consortium. The donation of this Tahoe will bolster and enhance the district's participation in the region for TLO Operations.

Recommendation:

ADOPT RESOLUTION NO. 2021-2137 APPROVING THE EXECUTION OF AN AGREEMENT PROVIDING FOR THE DONATION OF THE CITY'S SURPLUS 2014 CHEVROLET TAHOE TO THE BUCKEYE VALLEY FIRE DISTRICT FOR USE IN THE TERRORISM LIAISON OFFICER PROGRAM. (Tim Wayne, Deputy Fire Chief and Kevin Devery, Fleet Service Superintendent)

FISCAL IMPACT:

The estimated auction value of the 2014 Chevrolet PD Tahoe is between \$5,000 and \$6,000; Donation of this vehicle results in foregoing this revenue.

BACKGROUND AND PREVIOUS ACTIONS:

The Goodyear Fire Department has a history of automatic aid responses with BVFD. While the aid from BVFD has been of value, their assistance with TLO Operations has been hampered by older equipment and a lack of compatible communications.

There has been no prior action or discussion of this item. However, in 2014 Council authorized a similar donation of a surplus 2002 Pierce Dash Pumper to the Maricopa County Community College District (Resolution 14-1672). More recently in 2018, Council authorized the donation of a 2001 Brush Truck to the Gila Bend Volunteer Fire Department.

STAFF ANALYSIS

This is a 7 years old undercover unit has served in support of Police Operations. It was replaced in the 2020-21 budget year with a new unmarked Tahoe.

Current procurement policy permits the donation of the vehicle as described. Public safety services and fleet services are not negatively impacted since the truck has been replaced.

The Buckeye Valley Fire District enthusiastically supports the offer of the donation. The Goodyear Fire Department supports the donation as an enhancement to the region's response in and around Goodyear for TLO Operations.

An alternative consideration would be to auction the vehicle or assign it to a broker for sale where the Tahoe is expected to collect \$5-6,000.

Attachments

Contract Resolution



CITY OF GOODYEAR DONATION AGREEMENT CON – 21-5904

190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338

This Donation Agreement ("Agreement") is made by and between the City of Goodyear, an Arizona municipal corporation, ("City"), and the Buckeye Valley Fire District ("BVFD"). The City and BVFD are collectively referred to herein as the "Parties." This Agreement is effective on the date last signed below.

RECITALS

WHEREAS, the City is currently in possession of and lawfully owns 2014 Chevrolet Tahoe, VIN: 1GNLC2E03ER194719 ("Vehicle"); which has been used by the City of Goodyear Police Department;

WHEREAS, the City no longer needs the Vehicle and desires to transfer ownership of the Vehicle to the Buckeye Valley Fire District subject to the terms and conditions contained in a donation agreement;

WHEREAS, The Buckeye Valley Fire District would benefit from the donation of the Vehicle, which would replace older equipment and improve communication capabilities within the Terrorism Liaison Officer (TLO) Program; and

WHEREAS, the City desires to transfer ownership of the Vehicle to BVFD and BVFD desires to accept the Vehicle, which enhances the region's response in and around Goodyear for TLO Operations.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The City agrees to donate the Vehicle to BVFD_subject to the terms and conditions contained herein.
- 2. BVFD agrees to the transfer of ownership of the Vehicle and acknowledges that the City is transferring ownership of the Vehicle to BVFD in an "as is" condition with all faults, and without warranties of any kind including, without limitation, implied warranties, warranties of merchantability or fitness for a particular purpose, and warranties of any kind as to the Vehicle's current or future use or condition.
- 3. In consideration for the donation of the Vehicle, BVFD agrees to assume all risks in connection with the ownership, possession, custody, control, use, maintenance and/or transfer and subsequent use of the Vehicle, and releases the City, its officials, officers, agents, and employees from any and all liability for any harm, injury, or damage that may occur in connection with BVFD's ownership, possession, use, maintenance and/or transfer and subsequent use of the Vehicle, whether caused by negligence or otherwise.

- 4. In consideration for the donation of the Vehicle, BVFD agrees to indemnify, defend, and hold harmless the City, its officials, officers, agents, and employees for and from any and all claims of any kind or nature, including but not limited to claims brought by a third party, for injury to any person or damage to property that occurs as a result of BVFD's ownership, possession, use, and/or maintenance of the Vehicle.
- 5. The Parties agree and acknowledge that the transfer and receipt of the donated Vehicle does not violate any applicable law and that the Parties have obtained all necessary approvals.
- 6. This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.
- 7. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of Arizona, without regard to choice of law or conflict of laws principles. Any action arising out of this Agreement shall be commenced and maintained in the Maricopa County Superior Court, State of Arizona.
- 8. This document sets forth the full and complete Agreement between the Parties regarding this matter.

NOW THEREFORE, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives, who represent and warrant that they are so authorized.

NAME OF ENTITY

BUCKEYE VALLEY FIRE DISTRICT

By:	Mark Burdick	By:	
	Printed Name	Jacque Behrens	
	Signature	Procurement Manager	
	Fire Chief		
	Title		
	2/8/21		
	Date	Date	-
ATT	TESTED:	APPROVED AS TO FORM:	
Darc	ie McCracken, City Clerk	Roric Massey, City Attorney	

RESOLUTION NO. 2021-2137

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE EXECUTION OF AN AGREEMENT PROVIDING FOR THE DONATION OF THE CITY'S SURPLUS 2014 CHEVROLET TAHOE TO THE BUCKEYE VALLEY FIRE DISTRICT FOR USE IN THE TERRORISM LIAISON OFFICER PROGRAM.

WHEREAS, the city if currently in possession of and lawfully owns a 2014 Chevrolet Tahoe, VIN 1GNLC2E03ER194719 ("Vehicle"), which has been used by the city of Goodyear Police Department;

WHEREAS, the city is no longer in need of the Vehicle and desires to transfer ownership of the Vehicle to the Buckeye Valley Fire District subject to the terms and conditions contained in a donation agreement;

WHEREAS, The Buckeye Valley Fire District is part of the Terrorism Liaison Officer Program in the west valley;

WHEREAS, The Buckeye Valley Fire District would benefit from the donation of the Vehicle by upgrading their fleet;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

- SECTION 1. The attached city of Goodyear and the Buckeye Valley Fire District Donation Agreement CON-21-5904 ("Donation Agreement") is hereby approved.
- SECTION 2. The city if authorized to donate the city's surplus 2014 Chevrolet Tahoe to the Buckeye Valley Fire District for use in the Terrorism Liaison Officer Program subject to the terms and conditions of a donation agreement.
- SECTION 3. The City Manager or designee is authorized to take all actions and execute any and all documents necessary to carry out the intent of this Resolution and the Donation Agreement.

	TED by the May of	•			city of	Goodyear,	Maricopa	County,
		_						_
		(Georgia I	Lord, N	Mayor			

ATTEST:	APPROVED AS TO FORM:				
Darcie McCracken, City Clerk	Roric Massey, City Attorney				
CERTIFICATION	OF RECORDING OFFICER				
STATE OF ARIZONA)) ss.				
County of Maricopa) 88.				
Goodyear, Maricopa County, Arizona, certific correct and accurate copy of Resolution Nothe Council of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, Arizona, certification of the city of Goodyear, Maricopa County, and	ig the duly appointed, qualified City Clerk of the city of fy that the foregoing Resolution No. 2021-2137 is a true, b. 2021-2137, passed and adopted at a regular meeting of aricopa County, Arizona, held on the day of was present and, by a vote, voted in favor				
Given under my hand and sealed this	sday of, 20				
seal	City Clerk				

AGENDA ITEM #: 9. DATE: 03/01/2021 CAR #: 2021-7209



CITY COUNCIL ACTION REPORT

SUBJECT: APS THREE RIVERS 230 KV TRANSMISSION LINE PROJECT

STAFF PRESENTER(S): Sumeet Mohan, P.E. Director of Engineering

OTHER PRESENTER(S):

None

SUMMARY:

Arizona Public Service Company (APS) has completed a year-long public participation process and has finalized their route options. This project is to connect the new Three Rivers Substation, located near Bullard Avenue and Van Buren Street, to the existing power line along the Agua Fria River in Avondale, to support Goodyear's growth.

Recommendation:

Approve the preferred route as reflected in Exhibit 2 attached hereto and the two alternative routes as reflected in Exhibits 3 and 4 attached hereto for the 230 kV Transmission Lines, that APS plans to bring before the Arizona Power Plant and Transmission Line Siting Committee in April 2021. (Sumeet Mohan, P.E. Director of Engineering)

FISCAL IMPACT:

This action is not expected to have any fiscal impact on our budget.

BACKGROUND AND PREVIOUS ACTIONS:

In February 2020, APS announced the need for new electrical infrastructure to serve a new data center, located near Bullard Avenue and Van Buren Street, in Goodyear. APS held public open house meetings on February 19 and 20, 2020, in Goodyear and Avondale, to explain the purpose and need for this project, answer questions, discuss potential routes for the power lines, and solicit input from all who attended. APS evaluated environmental impacts, engineering and construction feasibility, land acquisition timing and costs, potential impacts to existing and planned neighborhoods and businesses and input from agencies and the public. Those studies led to APS identifying seven preliminary alternative routes, as shown in Exhibit

Between July 1 and August 1, 2020, APS held its first virtual open house for public input and participation. The open house was very well received, with APS receiving four times more comments than previously received in the traditional open house format for the 230kV project. Highlights of the public participation process were:

- 77,000 people received electronic notification of the event.
- 30,000 paper newsletters were mailed.

- 2,000 visited the open house.
- 17 responded to the questionnaire.

Questionnaire results showed the majority of respondents felt the virtual format was easy to use, informative, and added to their understanding of the 230kV project. Public offered their votes regarding their preferred alternatives.

In late September 2020, as the routes were being narrowed, the City of Goodyear staff and APS met to review the alternative route alignments. At that meeting, the City staff raised a concern regarding a segment of APS' proposed route running near and along the east side of the City of Goodyear property, near 145th Ave and Van Buren. City staff discussed the option of realigning this segment to the west, along 145th Avenue, keeping it further away from the nearby Regional Wireless Cooperative radio tower, and also aligning it closer to a new and upcoming data center project. APS re-analyzed this option and confirmed with their planners the potential need for transmission lines in the 145th Ave alignment, to serve this new data center project. Based on the City staff's suggested location for the lines to be better positioned for the new data center, APS concurred that realigning the route along 145th Avenue would be a better option.

APS has completed their review of all the public comments, including City of Goodyear's. APS is planning to file an application for a Certificate of Environmental Compatibility (CEC) for this project with the Arizona Power Plant and Transmission Line Siting Committee in April of 2021. APS has identified their preferred route and two alternative routes that they plan to bring before the Siting Committee to seek their approval for the CEC for the preferred transmission line route. The attached maps in Exhibits 2, 3 and 4 reflect this change for each of the 3 alternatives.

APS has now reached out to the various stakeholders (Goodyear, Avondale, ADOT, Maricopa County Flood Control, FAA, etc.) to review these routes and provide any final comments.

STAFF ANALYSIS

APS has cooperated with the City of Goodyear in this process. Staff is comfortable with APS' selected routes – preferred and alternates. Now, we are seeking Council's approval.

Attachments

Exhibit 1: Originally proposed 7 Alternative Routes

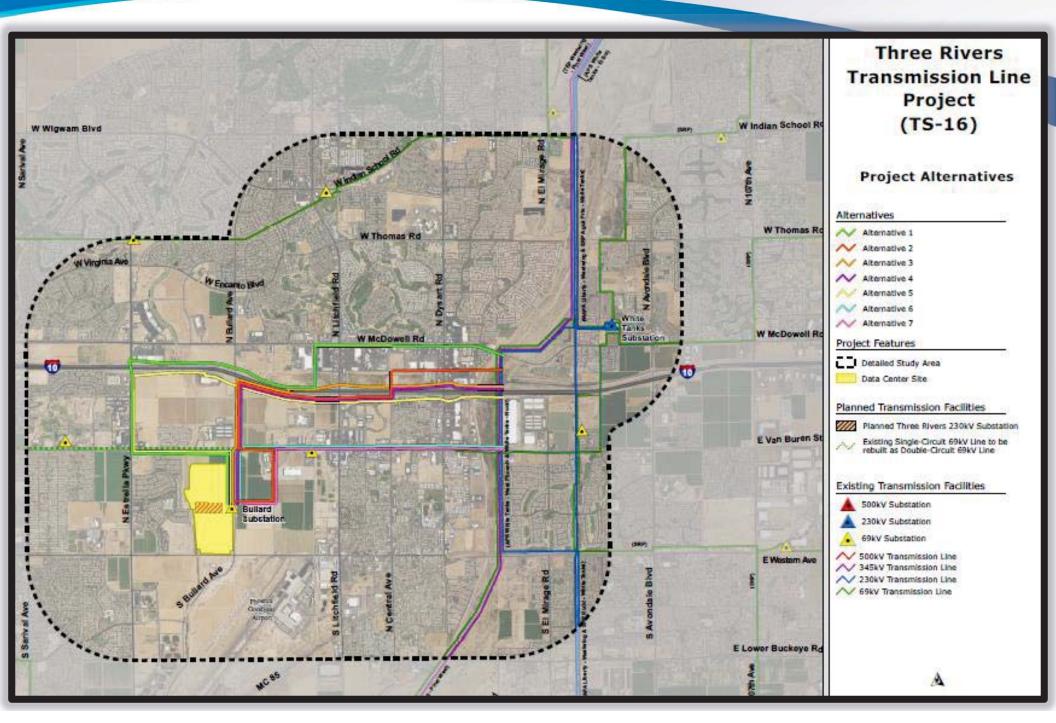
Exhibit 2: Preferred Alternative shown as the blue line.

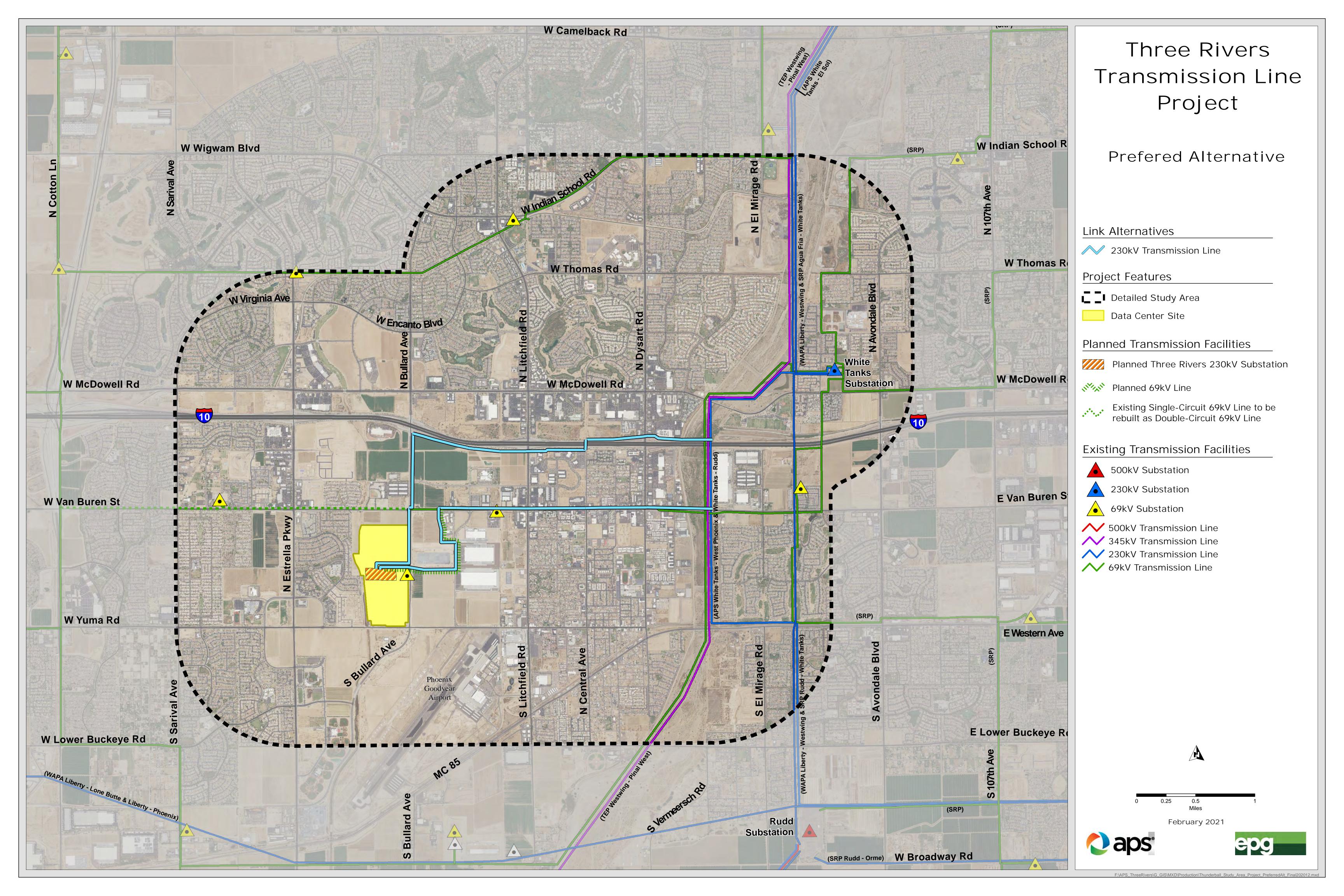
Exhibit 3: Project Alternative 1 shown as the green line.

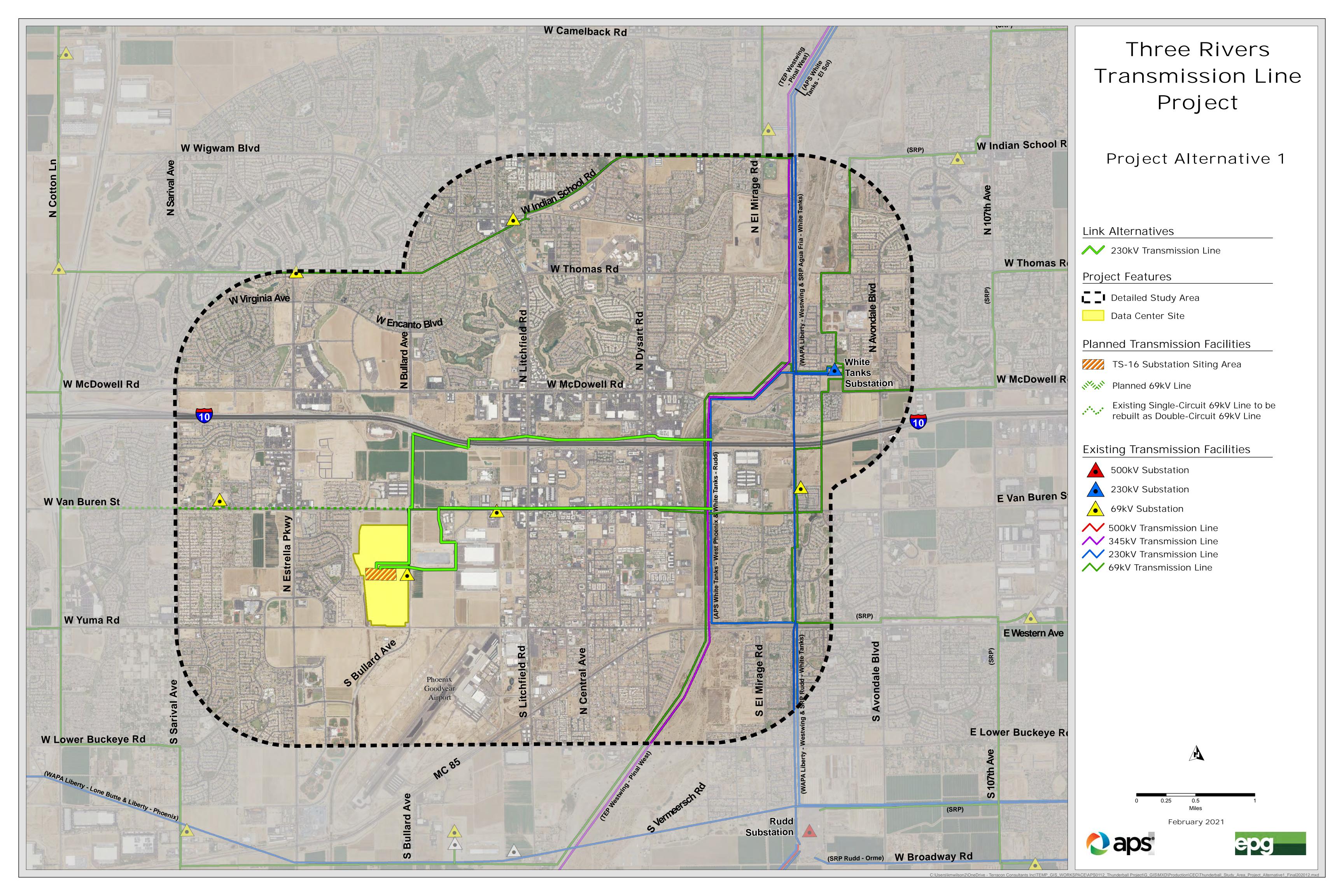
Exhibit 4: Project Alternative 2 shown as the orange line.

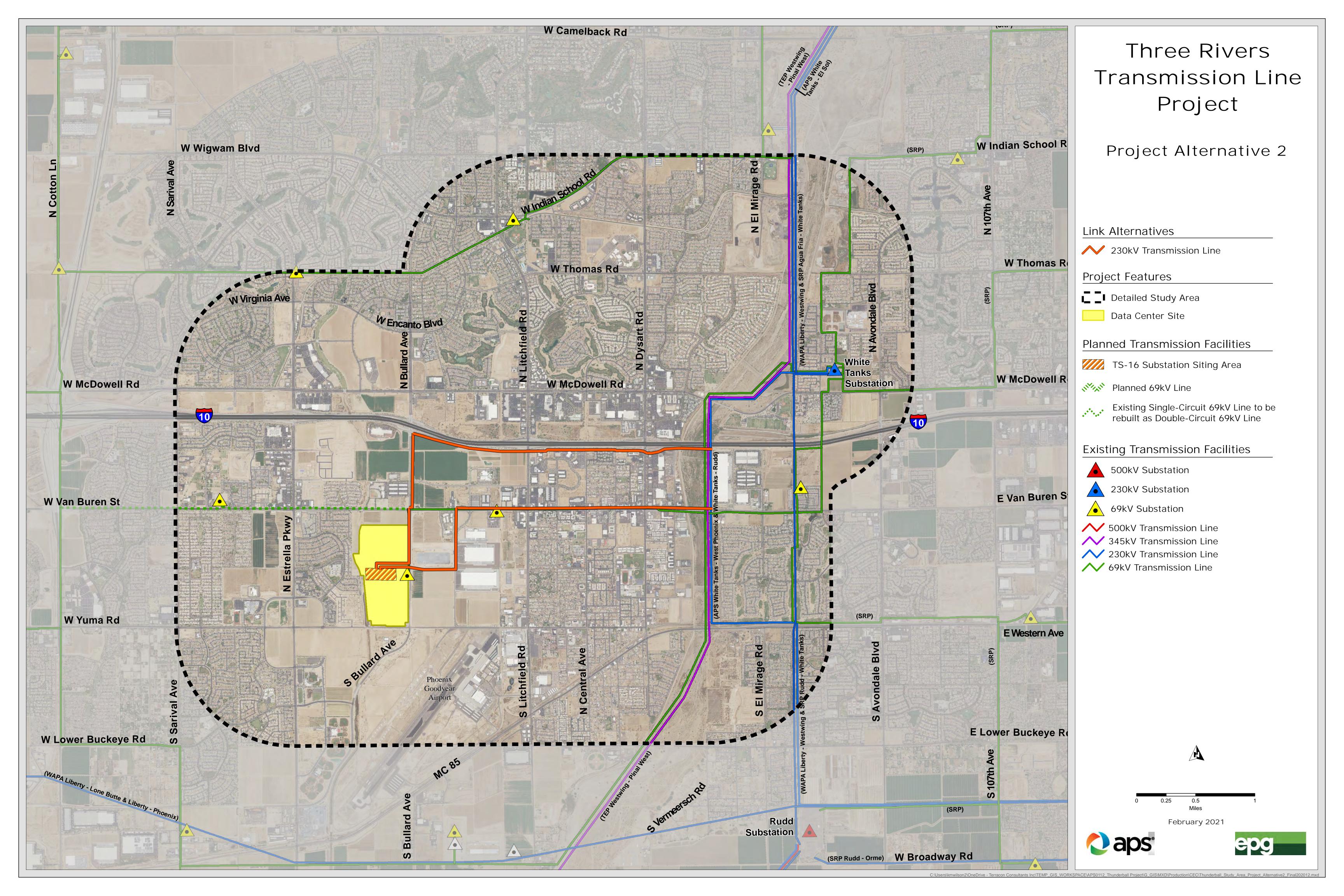
Presentation













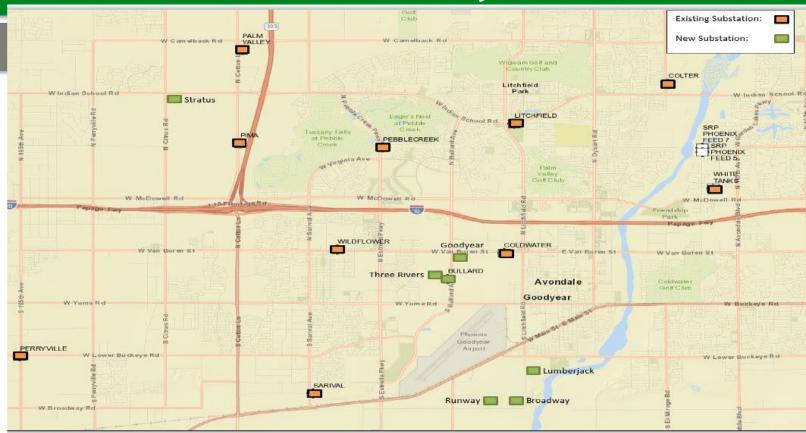
APS Three Rivers 230 kV Transmission Line Project

March 1, 2021

Energy Plan For Goodyear's Growth







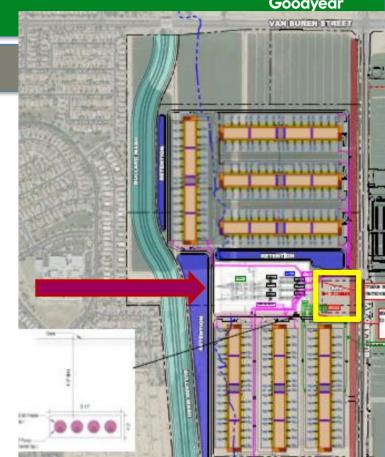
APS Three Rivers 230 kV Transmission Line Project



TIMELINE - START

February 2020 - APS announcement

- To serve a new data center, near Bullard Ave. and Van Buren St.
- Held public meetings Goodyear & Avondale



APS Three Rivers 230 kV Transmission Line Project



TIMELINE CONTINUED ...

July 2020 - APS held its first Virtual open house

- 77,000 people received electronic notification
- 30,000 paper newsletters mailed
- 2,000 visited the open house
- 17 responded to the questionnaire

APS Three Rivers 230 Kv Transmission Line Project



TIMELINE CONTINUED ...

September 2020 - APS met with Goodyear

- Reviewed Seven alternative route alignments
- City asked APS to realign the segment near 145th Ave and Van Buren
 - To move it from east of GMC, to west
 - To keep it away from the RWC radio tower
 - To align it closer to a new and upcoming data center project.
- APS Complied

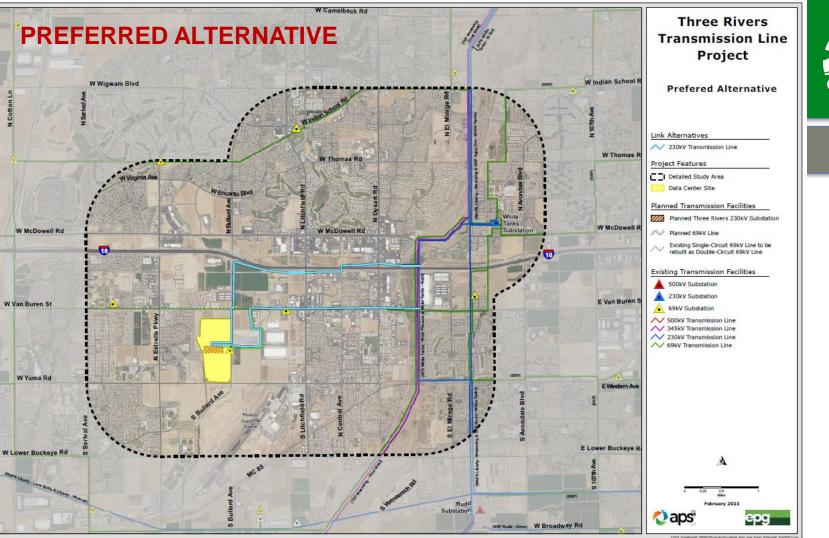
APS Three Rivers 230 Kv Transmission Line Project



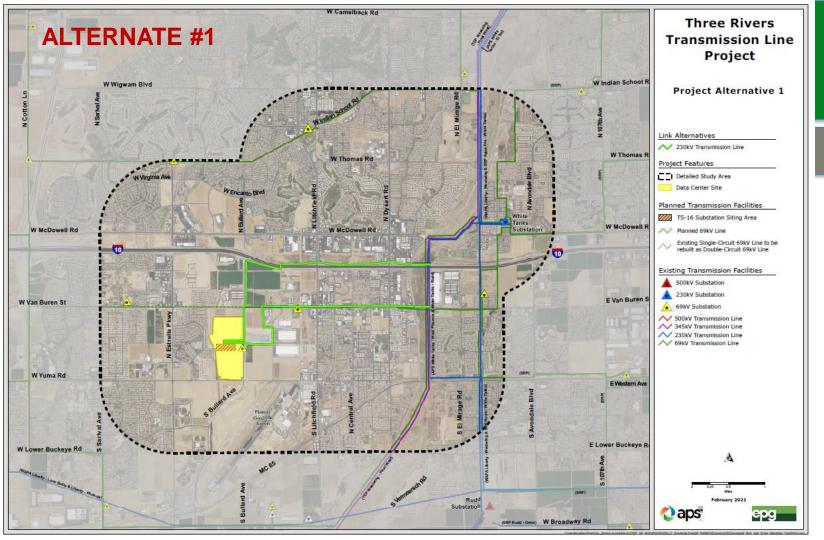
TIMELINE - TODAY

March 2021 - APS getting ready for Certificate of Environmental Compatibility (CEC) with Arizona Power Plant and Transmission Line Siting Committee – April 2021

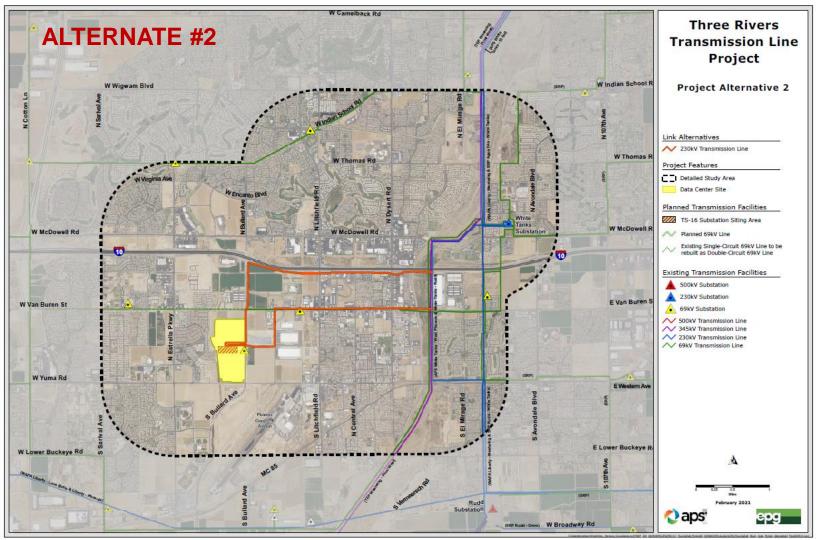
- Completed review of all the public comments
- Identified their preferred route and two alternative routes
- Reached out to stakeholders
 - Goodyear, Avondale, ADOT, MCFCD, FAA, etc.
 - o to review these routes and provide any final comments.





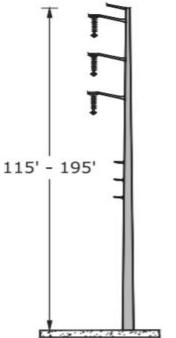




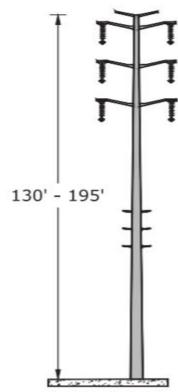




Typical 230 kV Poles



Typical 230kV Single Circuit with 69kV Single Circuit Underbuild Monopole Structure

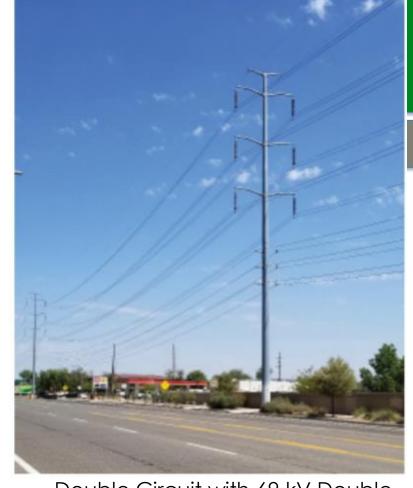


Typical 230kV
Double Circuit with 69kV
Double Circuit Underbuild
Monopole Structure





Single Circuit Monopole



Double Circuit with 69 kV Double Circuit Underbuild Monopole



APS Three Rivers 230 kV Transmission Line Project



RECOMMENDATION

Approve the preferred route and the two alternative routes for the 230 kV Transmission Lines, that APS plans to bring before the Siting Committee in April 2021.



AGENDA ITEM #: 10. DATE: 03/01/2021 CAR #: 2021-7213



CITY COUNCIL ACTION REPORT

SUBJECT: DEVELOPMENT AGREEMENT FOR AT-RISK PERMITS FOR DEVELOPMENT OF CIVIC SQUARE

STAFF PRESENTER(S): Sumeet Mohan, Director of Engineering

OTHER PRESENTER(S):

Rich Montague, Construction Manager, Ryan Companies

SUMMARY:

The Development Agreement for At-Risk Permits for Development of Civic Square provides for the issuance of at-risk building foundation permits for a limited period of time for the construction of certain structures within the development known as Civic Square, which is located between McDowell Road and Monte Vista Drive and between 150 th Drive and Bullard Wash.

Recommendation:

ADOPT RESOLUTION NO. 2021-2142 APPROVING THE DEVELOPMENT AGREEMENT FOR AT-RISK PERMITS FOR DEVELOPMENT OF CIVIC SQUARE; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE. (Sumeet Mohan, Director of Engineering)

FISCAL IMPACT:

The only fiscal impact associated with this development agreement is the costs of the at-risk permits, which the city is responsible for under an existing development agreement.

BACKGROUND AND PREVIOUS ACTIONS:

On or about August 19, 2019, the city entered into a development agreement with Globe Land Investors LLC and Globe Corporation for the development known as Civic Square, which was recorded in the official records of Maricopa County at instrument 2019 0652583. The development agreement addressed the construction of a New City Hall, an Office Building, a Parking Garage, a Public Square, and utility infrastructure needed to serve the development, and included a construction schedule with commencement and completion deadlines.

STAFF ANALYSIS

Because of delays in obtaining required approvals from Maricopa County and from the company that will provide water and wastewater services to the property, the grading and drainage plans and building plans submitted to the city have not been approved. The city engineering department issued an at-risk grading permit allowing for the grading of the site based on the unapproved plans. The property owner and developer have asked that the city issue at-risk permits for the construction of foundations for the structures to be constructed under the existing development agreement.

Other than issuing at-risk grading permits, the city does not issue permits for work on a property until all required engineering plans and building plans have been approved and a final plat has been recorded. The reason for this is the risks and costs associated with having to re-do work that was done under an at-risk permit to comply with subsequently approved plans. It is one thing to have to re-grade a site that was graded under an at-risk grading permit, but quite another if a foundation had to be removed so that the site could be re-graded to comply with the final grading and drainage plans. Globe Land Investments and Globe Corporation understand these risks and believe they are far enough along that the risk of having to undertake substantial modifications when the final plans are approved is minimal.

Although Globe Land Investments and Globe Corporation are willing to take this risk, staff was not supportive of the request because under the existing development agreement, the city is responsible for the costs of constructing the New City Hall and Public Square. Staff was unwilling to create a situation that could increase the city's costs for the New City Hall and Public Square. The proposed development agreement is intended to allow Globe Land Investments and Globe Corporation to obtain at-risk permits for the construction of building foundations while eliminating the risk of the city incurring additional costs for any corrective work that is required.

Under the terms of the development agreement, the city will issue at-risk building foundation permits for the New City Hall, the Public Square, the Garage and the Office Building for a period of 90 days after the effective date of the agreement. Globe Land Investments and Globe Corporation will be responsible, at their sole cost and expense, for completing any corrective action required so that the completed work complies with the approved grading and drainage plans and the approved building plans. In addition, Globe Land Investment and Globe Corporation are waiving all claims for reimbursements from the City under the existing development agreement for the cost of any corrective work that is required and are defending and holding the city harmless for all claims arising from or related to the issuance of the at-risk permits and indemnifying the city for all losses and damages resulting from such claims.

The only costs to the city related to the issuance of the at-risk permits are the costs of the permits, which the city is responsible for under the existing development agreement.

Because the proposed development agreement mitigates the risks and costs to the city associated with the issuance of at-risk building foundation permits, staff recommends the adoption of Resolution 2021-2142 approving and adopting the Development Agreement for At-Risk Permits for Development of Civic Square.

Attachments

Resolution

Ex. A - Development Agreement

RESOLUTION NO. 2021-2142

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT FOR AT-RISK PERMITS FOR DEVELOPMENT OF CIVIC SQUARE; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Globe Land Investors, LLC, a Delaware limited liability company owns certain real property within the City of Goodyear generally located on the southwest corner of 150th Avenue and Monte Vista Drive (the "Property");

WHEREAS, pursuant to the terms of the Development Agreement dated August 19, 2019 by and between the City of Goodyear, an Arizona municipal corporation, Globe Land Investors, LLC, a Delaware limited liability company, and Globe Corporation, an Illinois corporation, recorded in the official records of Maricopa County at instrument 2019 0652583, Globe Land Investors and/or Globe Corporation (the "2019 Development Agreement") are to construct various improvements for the development of Civic Square, (including the new city hall, a public square, a garage, an office building, and public utilities to serve the Property) and to have the improvements completed by the deadline specified in the agreement; and

WHEREAS, because of delays in obtaining required approvals from Maricopa County and from the company that will provide water and wastewater services to the property, the grading and drainage plans and buildings plans submitted to the city have not been approved; and

WHEREAS, the city has been asked to issue at-risk permits for the construction of foundations for the improvements that are to be constructed under the 2019 Development Agreement; and

WHEREAS, the city is willing to grant the at-risk permits allowing for the construction of foundations requested subject to Globe Land Investor's and Globe Corporation's agreement that the Globe Land Investor and Globe Corporation shall be responsible, at their sole cost and expense, for undertaking all remedial and corrective work required to comply with the approved final plans City of Goodyear when the final approvals are obtained (the "Compliance Work") and for preparing the plans required for issuance of the at-risk foundation permits (the "Building Foundation Plans"); and

WHEREAS, the only cost the city is willing to accept related to the issuance of the at-risk permits is the cost of the permits themselves, which shall be allocated in accordance with the 2019 Development Agreement; and

WHEREAS, under the terms of the proposed Development Agreement for At-Risk Permits for Development of Civic Square, Globe Land Investor and Globe Corporation has agreed to undertake the Compliance Work and to prepare the Building Foundation Plans at their sole cost and expense and to waive claims for reimbursements for these costs under the 2019 Development

Agreement, and to defend, indemnify and hold harmless the city for all claims asserted against that are related to arise from the at-risk permits issued for development of the Property; and

WHEREAS, the proposed Development Agreement for At-Risk Permits for Development of Civic Square is intended to be a development agreement pursuant to A.R.S. § 9-500.05.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1.	Agreement for At-Risk Peri Globe Land Investors, LI Corporation, an Illinois co municipal corporation att	the City of Goodyear hereby approve the Development mits for Development of Civic Square by and between LC, a Delaware limited liability company, Globe orporation, and the City of Goodyear, an Arizona tached hereto as Exhibit A (the "Development ended to be a development agreement pursuant to
SECTION 2.	Agreement attached hereto is hereby authorized and di	a authorized and directed to execute the Development as Exhibit A and the City Manager or his/her designee rected to take any and all actions and to execute any ry to carry out the intent of this Resolution and the Agreement.
SECTION 3.	This Resolution shall becor	me effective as provided by law.
	ADOPTED by the Mayor and day of	nd Council of the city of Goodyear, Maricopa County,, 20
		Georgia Lord, Mayor
		Date:
ATTEST:		APPROVED AS TO FORM:

Roric Massey, City Attorney

Darcie McCracken, City Clerk

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)		
) ss.		
County of Maricopa)		
I, the undersigned Darcie McCracken,	being the duly appointed	d, qualified City Clerk	of the city of
Goodyear, Maricopa County, Arizona, o	certify that the foregoing	Resolution No. 2021-2	2142 is a true,
correct and accurate copy of Resolution	No. 2021-2142, passed	d and adopted at a regula	ar meeting of
the Council of the city of Goodyear,		1	_
· · · · · · · · · · · · · · · · · · ·	orum was present and, by		•
of said resolution.	r		
Given under my hand and sealed	d thisday of	, 20	·
seal	City Clerk		

EXHIBIT "A"

DEVELOPMENT AGREEMENT FOR AT-RISK PERMITS FOR DEVELOPMENT OF CIVIC SQUARE

WHEN RECORDED, RETURN TO: City of Goodyear, Arizona Office of the City Clerk 190 North Litchfield Rd. Goodyear, Arizona 85338

DEVELOPMENT AGREEMENT FOR AT-RISK PERMITS FOR DEVELOPMENT OF CIVIC SQUARE

This Development Agreement for At-Risk Permits for Development of Civic Square is made this _____ day of March, 2021 by and between Globe Land Investors LLC, a Delaware limited liability company, Globe Corporation, an Illinois corporation, and the City of Goodyear, an Arizona municipal corporation.

RECITALS

- A. WHEREAS capitalized terms used in this Agreement, including the Recitals, are defined below.
- B. WHEREAS, Owner owns certain real property within the City of Goodyear generally located on the southwest corner of 150th Avenue and Monte Vista Drive.
- C. WHEREAS, Owner seeks to develop or cause the development of all or part of the Property.
- D. WHEREAS, the City and Globe Corporation entered into the 2019 Development Agreement, which addressed the construction of a New City Hall, Office Building, Garage, and a Public Square and for the construction of Utility Infrastructure needed to serve the Property.
- E. WHEREAS, Owner has entered into agreements with third parties, including Globe Corporation, pursuant to which such third parties are to construct the New City Hall, Office Building, Garage and a Public Square and for the Utility Infrastructure needed to serve the Property.
- F. WHEREAS, the 2019 Development Agreement includes a construction schedule for the development of the Property that includes dates for the commencement of construction and completion deadlines.

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- G. WHEREAS, under the City's normal processes, the City will not issue permits for the grading and drainage of the site or for the construction of On-Site or Off-Site Utility Infrastructure until there are Approved Engineering Plans for such work and a final plat subdividing the Property has been recorded.
- H. WHEREAS, under the City's normal processes, the City will not issue permits that would allow for the construction of Building Foundations, until there are Approved Engineering Plans for the grading and drainage of the Property Approved Building Plans; and a final plat subdividing the Property has been recorded.
- I. WHEREAS, Owner or Owner's Representatives have submitted civil engineering plans for the grading of the site but the plans have not been approved by the City Engineer because Owner or Owner's Representatives have not obtained required approvals from Maricopa County or from Liberty Utilities.
- J. WHEREAS, the City issued an at-risk grading permit allowing Owner or Owner's Representatives to proceed with the grading of the Property prior to having obtained Approved Grading and Drainage Plans with the Owner's and Globe Corporation's understanding that that if the work reflected in the Approved Grading and Drainage Plans differs from the work that was performed under the at-risk grading permit, Owner or Owner's Representatives will have to re-do the grading work to conform to the Approved Grading and Drainage Plans.
- K. WHEREAS, Owner or Owner's representative have submitted Building Plans but the plans have not been approved because Owner or Owner's Representatives have not obtained Approved Engineering Plans for the grading and drainage of Property or the construction of the On-Site Utility Infrastructure, which could affect the elevations of the Building Foundations or locations of underground Utility Infrastructure.
- L. WHEREAS, the Owner also desires to commence construction of Building Foundations within the Property for the New City Hall, Office Building, Garage, and a Public Square before Owner or Owner's Representatives have obtained Approved Building Plans for such work.
- M. WHEREAS, Owner understands that undertaking any work on the Property before having Approved Engineering Plans and/or before having Approved Building Plans might result in Owner or Owner's Representatives to undertake extensive and costly modifications to the work that was completed, which could include having to remove all or part of the work that was completed and reconstructing the improvements to be in conformance with the Approved Building Plans and Approved Engineering Plans.

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- N. WHEREAS, Owner is willing to accept the risks associated with undertaking construction activities at-risk before Owner or Owner's agents or representatives have obtained Approved Engineering Plans and/or Approved Building Plans.
- O. The City is willing to issue at-risk Building Foundation permits for the Civic Square Improvements before Owner, or Owner's agents or representatives, have obtained approvals of its civil engineering plans and/or building plans by the City Engineer, Liberty Utilities and Maricopa County subject to Owner's and Globe Corporation's agreement to waive all claims against the City for reimbursements under the 2019 Development Agreement for costs Owner or Owner's Representatives incur in having to remove, modify and/or reconstruct any improvements constructed on the Property pursuant to an at-risk permit and Owner's and Owner's agreement to defend, indemnify and hold harmless against all claims arising from or related to the City's issuance of at-risk permits for work on the Property, including, but not limited to claims for reimbursements for additional costs incurred by Owner or Owner's Representative, including Globe Corporation, in the construction of the Civic Square Improvements, arising or resulting from or related to work performed on the Property pursuant to at-risk permits.
- P. WHEREAS, Owner and the City intend this document to be a Development Agreement within the meaning of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>INCORPORATION OF RECITALS</u>. The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.
- **2. <u>DEFINITIONS:</u>** Capitalized terms used in this Agreement, including the foregoing Recitals are defined as follows:
- **2.1.** "2019 Development Agreement" means the Development Agreement dated August 19, 2019 by and between the City of Goodyear, an Arizona municipal corporation, Globe Land Investors, LLC, a Delaware limited liability company, and Globe Corporation, an Illinois corporation, recorded in the official records of Maricopa County at instrument 2019 0652583.
- **2.2.** "Agreement" means this Development Agreement for At-Risk Permits for Development of Civic Square by and between Globe Land Investors LLC, a Delaware limited liability company, Globe Corporation, an Illinois corporation, and the City of Goodyear, an Arizona municipal corporation, including all exhibits attached hereto.

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- **2.3.** "Approved Building Plans" means plans for the construction of a structure on the Property that includes all elements of the structure, including by way of example plans for the foundation plans, electrical plans, plumbing plans, mechanical plans, and structural plans, that comply with all applicable Development Regulations and have been approved by the City Building Official after all applicable agencies and entities whose approvals are required, including, but no limited to Maricopa County and Liberty Utilities have approved the plans.
- **2.4.** "Approved Engineering Plans" means plans for public and private civil infrastructure needed to serve the development of the Property that comply with all applicable Development Regulations and have been approved by the City Engineer after all applicable agencies and entities whose approvals are required, including, but not limited to, Maricopa County and Liberty Utilities, have approved the plans. These plans include, but are not limited to, plans for the grading of the Property and the installation of drainage facilities within the Property.
- **2.5.** "Approved Grading and Drainage Plans" means the plans for the grading of the Property and the installation of drainage facilities that comply with all applicable Development Regulations and have been approved by the City Engineer after all applicable agencies and entities whose approvals are required, including but not limited to Maricopa County and Liberty Utilities have approved the plans.
- **2.6.** "Building Foundation" means the improvements that will be the foundation of a structure that connects the structure to the ground, and as used in this Agreement includes the foundation (i.e. traditional foundation materials such as footers, stem walls, foundation walls, base materials), interior slab-work, and interior underground utilities (i.e. all utility improvements that are to be constructed under the slab, such as water lines, wastewater lines and electrical utility lines).
 - **2.7.** "City" means the City of Goodyear, an Arizona municipal corporation.
- **2.8.** "City Building Official" means the City of Goodyear Building Official or his or her designee.
- **2.9.** "City Engineer" means the City of Goodyear Director of Engineering or his or her designee.
- **2.10.** "City Indemnified Parties" means the City, its elected officials, directors, managers, employees, City Engineer, Building Official, representatives and agents.
- **2.11.** "Civic Square Improvements" means the New City Hall, the Garage, the Public Square and Office Building.
- **2.12.** "Compliance Work" means all remedial measures and work required by the Building Official and/or the City Engineer to bring work completed under at-risk permits into conformity with Approved Grading and Drainage Plans, Approved Building Plans and all applicable Development Regulations. This may include, by way of example, removing Building Foundations constructed pursuant to an at-risk permit and re-grading all or part of the Property to

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comply with the Approved Grading and Drainage Plans, removing and relocating underground water and sewer lines constructed pursuant to an at-risk permit to comply with Approved Building Plans, and the like.

- **2.13.** "Development Regulations" means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the Subdivision Regulations adopted by the City of Goodyear (currently Chapter 15 of the Goodyear City Code), the City's Zoning Ordinance, the City of Goodyear's Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies Manual as they all may be adopted and amended from time to time; ordinances rezoning the Property, including stipulations and conditions of approval thereto; and stipulations; and conditions of approvals of approved site plans, preliminary plats, and final plats for the Property.
- **2.14.** "Effective Date" means the date this Agreement becomes effective as described in Section 3 herein.
- **2.15.** "Garage" means as defined in Section 4.1(b)(i) of the 2019 Development Agreement.
- **2.16.** "Globe Corporation" means Globe Corporation, an Illinois corporation and its successors assigns.
- **2.17.** "Liberty Utilities" means Liberty Utilities (Litchfield Park Water & Sewer) Corp. ("Liberty").
- **2.18.** "New City Hall means as defined in Section 4.1(a)(i) of the 2019 Development Agreement.
 - **2.19.** "Office Building" means as defined in Section 4.1(b)(ii).
 - **2.20.** "Off-Site" means outside the boundaries of the Property.
 - **2.21.** "On-Site" means within the boundaries of the Property.
- **2.22.** "Owner" means "Globe Land Investors LLC, a Delaware limited liability company and any person or entity that succeeds to or is assigned any interest in all or part of the Property except for any portion of the Property conveyed to the City.
- **2.23.** "Owner's Representatives", means all entities and persons, including who are involved in the development of the Property, including, Globe Corporation, an Illinois corporation, engineers, architects, contractors and their respective sub-contractors and the like.
 - **2.24.** "Parties" means Owner, Globe Corporation, and the City collectively.

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- **2.25.** "Party" means Owner or City individually as the context dictates.
- **2.26.** "Property" means the real property within the City of Goodyear generally located on the southwest corner of 150th Avenue and Monte Vista Drive legally described in Exhibit A attached hereto and incorporated herein by this reference except for that portion of the property legally described in Exhibit A that has been dedicated to the City for street right-of-way prior to or after the Effective Date.
- **2.27.** "Public Square" means as defined in Recital B of the 2019 Development Agreement.
- **2.28.** "Utility Infrastructure" means On-Site and Off-Site water and wastewater infrastructure improvements required by Liberty Utilities to provide water and wastewater services to the Property.
- 3. <u>EFFECTIVE DATE</u>. The Agreement shall take effect upon the later of the following: (i) the date the Agreement is fully executed by the Parties and (ii) the date the Resolution approving this Resolution becomes effective.
- 4. <u>EXPIRATION DATE.</u> This Agreement shall expire after the obligations of the Parties have been fully satisfied. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties. Upon the expiration or termination of the Agreement, and the written request of Owner, the City shall record a Notice of Satisfaction in a form prepared by the City that will provide record notice that all obligations (or less than all obligations, as applicable) except those that survive the expiration of the Agreement have been satisfied.
- 5. <u>AT-RISK PERMITS</u>. For a period of ninety (90) days following the Effective Date and subject to the terms and conditions set forth in this Agreement, the City shall issue to Ryan Companies US, Inc. at-risk Building Foundation permits for work reflected in a set of unapproved plans for the construction and installation of Building Foundations for the Civic Square Improvements. The at-risk permit will be issued to allow for the installation and construction of improvements reflected in the unapproved Building Foundation plans being permitted.
- **5.1.** Prior to issuance of an at-risk Building Foundation permit, Owner or Owner's Representative shall create a separate set of plans for the Building Foundation as that term is described in this Agreement using the most recent set of Building Plans submitted and reviewed by the Building Official. Owner and/or Globe Corporation are solely responsible for the cost of preparing these plans and these costs are not subject to reimbursement under the 2019 Development Agreement. The at-risk Building Foundation permit issued will be for the work reflected in the Building Foundation plans.

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- **5.2.** Owner or Owner's Representatives shall obtain Approved Grading and Drainage Plans for the Property and Approved Building Plans for the structure(s) for which at-risk Building Foundation permits were issued as soon as practicable after the Effective Date of this Agreement. Except for Building Foundations constructed pursuant to an at-risk permit, no permits for any other work on any structures within the Property shall be issued until Owner or Owner's Representatives have obtained Approved Grading and Drainage Plans for the Property and Approved Building Plans for all structures for which an at-risk permit was issued.
- **5.3.** After Owner or Owner's Representatives obtains Approved Grading and Drainage Plans, Owner or Owner's Representative shall obtain a Final Grading and Drainage Permit for the Property and Owner or Owner's Representatives shall, at Owner's and Globe Corporation's sole cost and expense, undertake all Compliance work needed to bring work completed under the at-risk grading and drainage permit into conformity with the Approved Grading and Drainage Plans and all applicable Development Regulations.
- **5.4.** After Owner or Owner's Representatives obtains Approved Building Plans for all structures for which at-risk Building Foundation permits were issued, Owner or Representative shall obtain Building Permits for each structure and Owner or Owner's Representative, shall, at Owner's and Globe Corporation's sole cost and expense, undertake all Compliance Work need to bring work completed under at-risk Building Foundation permits into conformity with the Approved Building Plans and all applicable Development Regulations.
- **5.5.** City inspectors shall conduct inspections of the work undertaken pursuant to any at-risk permit issued pursuant to the City's normal and customary practice, but such inspections are limited to ensuring that the work is completed in accordance with the unapproved plans for which the at-risk permit is issued and complies with applicable Development Regulations. After Approved Grading and Drainage Plans and/or Approved Building Plans have been obtained, the inspections will ensure that the work is completed in compliance with the Approved Grading and Drainage Plans and/or Approved Building Plans and complies with Applicable Development Regulations.
- **6.** <u>WAIVER AND INDEMNIFICATION</u>. Owner and Globe Corporation herby agree as follows:
- **6.1.** Owner and Globe Corporation understand and agree that if any work undertaken pursuant to a at-risk permit is contrary to, or does not comply with any applicable Development Regulation or subsequently Approved Engineering Plans and/or Approved Building Plans, Owner and Globe Corporation shall, at their sole cost and expense, take all remedial measures required by the Building Official and/or the City Engineer to bring the work completed under the at-risk permit(s) into conformity with the applicable Approved Engineering Plans and/or Approved Building Plans and with all applicable Development Regulations.
- **6.2.** Owner and Globe Corporation agree that they are solely responsible for all costs incurred in completing any Compliance Work required under this Agreement. Notwithstanding anything to the contrary in the 2019 Development Agreement, Owner and Globe Corporation expressly waive any and all claims or rights Owner and/or Globe may have under the

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- 2019 Development Agreement for reimbursements from the City for costs incurred in the completion of any Compliance Work. Owner and Globe Corporation further waive any and all claims they may have against any or all City Indemnified Parties that arise from or are related in any way to the issuance of the at-risk grading permit for the grading of the Property or that arise from or are in any way related in any way to the issuance of any at-risk Building Foundation permit for work on the Property. For purposes of clarification, the additional costs of obtaining the at-risk permits issued pursuant to this Agreement are not considered Compliance Work and those cost shall be subject to reimbursement pursuant to the terms of the 2019 Development Agreement.
- **6.3.** Owner and Globe Corporation agree the defend, hold harmless the City Indemnified Parties for all claims, including notices of claims, demands, causes of actions, arbitration demands, and the like, asserted by any third party against any of the City Indemnified Parties that arise from or are related in any way to the issuance of the at-risk grading permit for the grading of the Property, and to indemnify the City Indemnified Parties for any damages, awards, settlements, judgements, costs, and expenses incurred by the City resulting from such claims.
- **6.4.** Owner and Globe Corporation agree the defend, hold harmless the City Indemnified Parties for all claims, including notices of claims, demands, causes of actions, arbitration demands, and the like, asserted by any third party against any of the City Indemnified Parties that arise from or are related in any way to the issuance of any at-risk Building Foundation permit for the construction of Building Foundation(s) within the Property and to indemnify the City Indemnified Parties for any damages, awards, settlements, judgements, costs, and expenses incurred by the City resulting from such claims
- **6.5.** The waiver and indemnification provisions set forth in this Section 6 and all subsections therein apply to all at-risk permits issued for work on the Property, including the atrisk permit issued for grading and drainage work on the Property previously issued.
- **6.6.** The waiver and indemnification provisions set forth in this Section 6 and all subsections therein shall survive the expiration and/or earlier termination of this Agreement

GENERAL TERMS

- 7. ENTIRE AGREEMENT. This Agreement, constitutes the sole and entire agreement between the Parties with respect to the issuance of at-risk permits, responsibility for obtaining Approved Engineering Plans and Approved Building Plans, Compliance Work, requirements for future permits, and the waivers and indemnification provisions covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding these matters.
- 8. <u>CONFLICTS BETWEEN THIS AGREEMENT AND THE 2019</u>
 <u>DEVELOPMENT AGREEMENT</u>. In the event of any conflict or inconsistency between any

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terms and conditions set forth in this Agreement and the terms and conditions in the 2019 Development Agreement, the terms and conditions of this Agreement shall govern and control.

- 9. <u>AMENDMENTS.</u> This Agreement shall only be modified, amended or restated by a writing executed by Owner and the City and approved by a Resolution of the Mayor and Council of the City of Goodyear. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after the Resolution of the Mayor and Council of the City of Goodyear is approved.
- **10. ASSIGNMENT.** This Agreement may not be assigned without the express written consent of all Parties to the Agreement and at the sole discretion of all Parties to the Agreement.
- 11. <u>NOTICES AND FILINGS</u>. Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City:	Owner and Globe Corporation:
City of Goodyear	Globe Land Investors
Attn: City Manager	Globe Corporation
190 North Litchfield Road	6730 N. Scottsdale Road, Suite 250
Goodyear, Arizona 85338	Scottsdale, AZ 85253
	Attn: George Getz and Michael J. Olsen

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

- 12. <u>COVENANTS RUNNING WITH THE LAND</u>. Except as otherwise provided in this Agreement, the rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, except for any portion of the Property conveyed to the City, and they shall be covenants running with the land.
- 13. <u>NO AGENCY OR PARTNERSHIP.</u> This Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner or between the City and Globe Corporation.
- **14. CONFLICTS OF INTEREST.** This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.
- 15. <u>BUSINESS DAYS</u>. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as

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applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

- 16. <u>DEFAULTS AND REMEDIES.</u> Any Party shall be in default under this Agreement ("Default") if it fails to satisfy any due and owing term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party ("Notice"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.
- 17. <u>NO WAIVER.</u> No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 18. MEDIATION. If a dispute arises out of or related to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If the dispute is not resolved within thirty (30) days of from the date a mediator is selected or appointed, the mediation will be deemed to have failed and the obligation hereunder satisfied provided, however, if the Parties and the agreed upon mediator cannot in good faith schedule a meeting to mediate the dispute within the time stated in the foregoing clause, the period of time state in the foregoing clause shall be extended by an additional thirty (30) days. The terms of this Section 18 shall survive the expiration or earlier termination of this Agreement.
- 19. WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Section 19 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement

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- **20. SECTION HEADINGS.** The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.
- **21. FAIR INTERPRETATION.** The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 21 shall survive the expiration or earlier termination of this Agreement.
- **CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES.** In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Section 22 shall survive the expiration or earlier termination of this Agreement.
- 23. <u>SURVIVAL CLAUSE</u>: All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 23 to other provisions in the Agreement.
- **24.** REPRESENTATIONS AND WARRANTIES OF GLOBE LAND INVESTORS. As of the date of the execution of this Agreement, Owner represents and warrants the following:
- **24.1.** OWNERSHIP. Globe Land Investors LLC, a Delaware limited liability company is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder. Owner holds title free and clear of all monetary liens other than liens for taxes not yet due and payable.

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- **24.2.** <u>AUTHORIZATION</u>. Globe Land Investors LLC, is a Delaware limited liability company qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Agreement as authorized by Owner, and Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.
- **24.3.** <u>DUE DILIGENCE</u>. Owner reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.
- **25.** REPRESENTATIONS AND WARRANTIES OF GLOBE LAND INVESTORS. As of the date of the execution of this Agreement, Globe Corporation represents and warrants the following:
- **25.1.** <u>AUTHORIZATION</u>. Globe Corporation is an Illinois corporation and is qualified to do business in Arizona and in good standing; Globe Corporation, (including the person signing for Globe Corporation) has the authority and the right to enter into this Agreement as authorized by Globe Corporation, and Globe Corporation is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.
- **25.2.** <u>DUE DILIGENCE</u>. Globe Corporation, reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City or Owner other than those expressly provided in this Agreement
- **26.** REPRESENTATIONS AND WARRANTIES OF CITY. As of the Effective Date of this Agreement, the City represents and warrants the following:
- **26.1.** APPROVAL. City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.
- **26.2.** <u>AUTHORIZATION</u>. City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.
- **27.** COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.
- **28. PAGE NUMBERING.** The page numbering of this document is exclusive of the Exhibits attached hereto.

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IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the City and Owner have caused this Agreement to be executed by their duly appointed representatives.

(Signatures, Acknowledgements and Exhibits on Following Pages)

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Owner:

GLOBE LAND INVESTORS, LLC, a Delaware limited liability company
By: Globe Corporation, an Illinois corporation, its Managing Member
By:
Name: George F.Getz
Its: President
State of Arizona)
)ss
County of Maricopa)
The Development Agreement for At-Risk Permits for Development of Civic Square was acknowledged before me this day of March, 2021, by, the of Globe Land Investors LLC, is a Delaware limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Globe Land Investors LLC, is a Delaware limited liability company
WITNESS my hand and official seal.
Notary Public
(Signatures, Acknowledgements and Exhibits on Following Pages)

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Globe Corporation: GLOBE CORPORATION, An Illinois corporation By: Name: George F.Getz Its: President State of Arizona)ss County of Maricopa The Development Agreement for At-Risk Permits for Development of Civic Square was acknowledged before me this ____ day of March, 2021, by __ of Globe Corporation, an Illinois corporation, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Globe Corporation, an Illinois corporation. WITNESS my hand and official seal. Notary Public

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(Signatures, Acknowledgements and Exhibits on Following Pages)

<u>CITY</u> :
CITY OF GOODYEAR, an Arizona municipal corporation
By: Julie Arendall
Its: City Manager
STATE OF ARIZONA)) ss.
County of Maricopa)
The Development Agreement for At-Risk Permits for Development of Civic Square was acknowledged before me this day of March, 2021, by Julie Arendall, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.
WITNESS my hand and official seal.
Notary Public
Attest:
Darcie McCracken, City Clerk
Approved as to Form:
Roric Massey, City Attorney
(Exhibits on Following Pages)

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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

CURRENT OVERALL SITE LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 89°27'45" WEST, A DISTANCE OF 2619.39 FEET;

THENCE NORTH 00°32'11" EAST. A DISTANCE OF 71.00 FEET TO THE NORTHERLY RIGHT- OF-WAY LINE OF W. MCDOWELL ROAD AS SHOWN ON THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, BOOK 956, PAGE 21, MARICOPA COUNTY RECORDS, AND THE POINT OF BEGINNING;

THENCE NORTH 89°27'45" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 164.42 FEET TO THE EASTERLY LINE OF BULLARD WASH AS SHOWN ON THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT BULLARD WASH, BOOK 955, PAGE 42, MARICOPA COUNTY RECORDS, AND THE BEGINNING OF A 1500.00 FOOT RADIUS NON-TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS SOUTH 84°41'35" WEST:

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, AND NORTHERLY ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°16'31", AN ARC LENGTH OF 1185.30 FEET;

THENCE NORTH 50°34'56" WEST, A DISTANCE OF 207.52 FEET TO THE BEGINNING OF A 1479.49 FOOT RADIUS NON- TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS NORTH 42°09'12" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°12'10", AN ARC LENGTH OF 573.32 FEET:

THENCE NORTH 25°38'38" WEST, A DISTANCE OF 327.59 FEET TO THE BEGINNING OF A 950.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°45'25", AN ARC LENGTH OF 244.68 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF W. MONTE VISTA DRIVE AS SHOWN SAID MAP OF DEDICATION, BOOK 956, PAGE 21, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID EASTERLY LINE OF BULLARD WASH, AND EASTERLY ALONG SAID SOUTHERLY RIGHT -OF - WAY LINE THE FOLLOWING SIX (6) COURSES:

THENCE SOUTH 89°27'58" EAST, A DISTANCE OF 422.96 FEET:

THENCE SOUTH 85°47'07" EAST, A DISTANCE OF 155.76 FEET:

THENCE SOUTH 89°27'58" EAST, A DISTANCE OF 195.78 FEET;

THENCE NORTH 45°32'02" EAST, A DISTANCE OF 14.14 FEET;

THENCE SOUTH 89°27'58" EAST, A DISTANCE OF 598.00 FEET;

THENCE SOUTH 44°27'58" EAST, A DISTANCE OF 70.08 FEET TO THE WESTERLY RIGHT-OF- WAY LINE OF N. 150TH DRIVE AS SHOWN ON SAID MAP OF DEDICATION, BOOK 956, PAGE 21, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES:

THENCE SOUTH 00°32'02 WEST, A DISTANCE OF 101.38 FEET TO THE BEGINNING OF A 1078.07 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°48'23", AN ARC LENGTH OF 504.39 FEET;

THENCE SOUTH 14°38'21" EAST, A DISTANCE OF 50.24 FEET;

THENCE SOUTH 26°07'09" EAST, A DISTANCE OF 165.08 FEET;

THENCE SOUTH 20°50'10" WEST, A DISTANCE OF 64.14 FEET;

THENCE SOUTH 33°26'24" EAST, A DISTANCE OF 88.82 FEET;

THENCE SOUTH 65°42'22" EAST, A DISTANCE OF 54.87 FEET TO THE BEGINNING OF A 1160.00 FOOT RADIUS NON- TANGENT CURVE. FROM WHICH THE RADIUS POINT BEARS SOUTH 71°37'46" WEST:

THENCE SOUTHEASTERLY ALONG CURVE, THROUGH A CENTRAL ANGLE OF 12°40'55", AN ARC LENGTH OF 256.75 FEET;

THENCE SOUTH 07°31 '03" WEST, A DISTANCE OF 47.91 FEET TO THE BEGINNING OF A 1150.00 FOOT RADIUS NON- TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS SOUTH 86°33'09" WEST;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°53'51", AN ARC LENGTH OF 78.23 FEET;

THENCE SOUTH 00°32'00" WEST, A DISTANCE OF 191.01 FEET;

THENCE SOUTH 44°28'00" EAST, A DISTANCE OF 14.14;

THENCE SOUTH 00°31'59" WEST, A DISTANCE OF 517.50 FEET;

THENCE SOUTH 45°31'43" WEST, A DISTANCE OF 56.77 FEET TO THE NORTHERLY RIGHT- OF-WAY LINE OF SAID W. MCDOWELL ROAD;

THENCE DEPARTING SAID WESTERLY RIGHT-OF WAY LINE OF N. 150TH DRIVE, NORTH 89°28'03" WEST (NORTH 89°28'01" WEST RECORD) ALONG SAID NORTHERLY RIGHT-OF- WAY LINE, A DISTANCE OF 290.06 FEET TO THE POINT OF BEGINNING.