

ORDINANCE NO. 2022-1557

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 273.71 GROSS ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF CITRUS ROAD AND ROOSEVELT STREET TO BE KNOWN AS LAS PALMAS AT WEST GOODYEAR; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, the property subject to this Ordinance consists of approximately 273.71 gross acres and is located at the southwest corner of Citrus Road and Roosevelt Street and is known as Las Palmas at West Goodyear as more particularly described in that certain document titled "Legal Description," which document was declared public record by Resolution No. 2022-2268, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property"); and

WHEREAS, the General Plan Land Use Plan shows the Property designated as 'Neighborhood'; and

WHEREAS, the Property is located within the city's wastewater services area, but it is located within the water service area of a private utility company; and

WHEREAS, on October 14, 2003, the City Council adopting Resolution No. 03-894 approving a Pre-Annexation Development recorded in the Official Records of Maricopa County (MCR) as Instrument No. 2003-1506843 regarding the annexation and development of the Property; and

WHEREAS, on November 10, 2003, the City Council adopted Ordinance No. 03-875 annexing the Property into the municipal boundaries of the City, Ordinance, No. 03-876 rezoning the Property to the Preliminary Planned Area Development (PAD) Zoning district; and

WHEREAS, the owners of the Property along with a number of owners of other properties located within West Goodyear (the "West Goodyear Properties") entered into a Memorandum of Understanding Regarding West Goodyear Regional Infrastructure (the "West Goodyear MOU") recorded in the Official Records of the Maricopa County Recorder as Instrument No. 2005-1315299, which was approved by Resolution 2005-981 adopted by the City Council on May 23, 2005; and

WHEREAS, on November 14, 2005, the City Council: adopted Ordinance No. 2005-972 rezoning the Property to Final PAD to be developed in accordance with the Las Palmas Final Planned Area Development Narrative and Development Guide, dated August 26, 2005 (the "Las Palmas 2005 PAD");

WHEREAS, on November 14, 2005 the City Council and approved a Preliminary Plat subdividing the Property into 470 single family residential lots and 2 court home parcels; and

WHEREAS, to facilitate the development of the West Goodyear Properties, the owners of the West Goodyear Properties prepared utility master plans identifying regional water and wastewater improvements needed to serve the West Goodyear Properties, which were approved by the city, and the City Council subsequently adopted cost recovery resolutions that provided for the

recovery of costs of the installation of regional water and wastewater lines from owners of the West Goodyear Properties benefited by the regional improvements; and

WHEREAS, on July 10, 2006, the Goodyear City Council adopted Resolution of Intention 06-1065 authorizing the formation of a Special Public Improvement Project Area for the construction of Special Public Improvements consisting of various regional wastewater trunk lines and authorizing the City to seek reimbursement from the owners of the properties benefited by the Special Public Improvements for the costs of constructing the Special Public Improvements, which was subsequently amended by Resolution 14-1622, adopted by City Council on May, 19, 2014, and Resolution 16-1748 adopted by City Council on April 16, 2016 (collectively Resolution No. 06-1065 and the two amendments are referred to as the “West Goodyear Wastewater Cost Recovery Resolution”); and.

WHEREAS, owner of the Property is required to construct the regional wastewater improvements identified in the master utility plans approved for the West Goodyear Properties and identified in the West Goodyear Wastewater Cost Recovery Resolution as benefitting the Property; and

WHEREAS, no development has occurred on the Property since it was annexed into the City and the City has repeatedly taken action to facilitate development of the Property including the adoption and amendment of Cost Recovery Resolutions to provide for the development of core wastewater infrastructure needed to serve the properties subject to the West Goodyear MOU and repeatedly amending and or replacing development agreements governing the development of the Property; and

WHEREAS, since the adoption of Resolution 03-894 approving the Pre-Annexation Agreement and the adoption of Resolution 2005-981 approving the West Goodyear MOU the City Council, in an effort to facilitate the development of the Property, has entered into a four (4) amendments and/or restated development agreements related to the development of the Property including: Amendment to Development Agreement for Las Palmas approved by Resolution 2005-1009 and recorded at MCR No. 2005-1759482; Second Amendment to Pre-annexation Agreement for Las Palmas approved by Resolution 11-1463 and recorded at MCR No. 2011-1018935; Amended & Restated Development Agreement (Las Palmas) approved by Resolution 13-1564 and recorded at MCR No. 2013-0906216; and Second Amended & Restated Development Agreement for Las Palmas approved by Resolution 16-1760 and recorded at MCR No.2016 0285130; and

WHEREAS, the current zoning, the Las Palmas 2005 PAD) provides for the development of a maximum of 750 dwelling units on ten single family residential parcels with minimum lot sizes of 115' x 175', 100' x 150', 90 x 135', 80' x 125', 70' x 115', 65' x 115' and 55' x 115' as well as two Court Home parcels, a Public Facilities District (PFD) parcel, and multiple parks parcels; and

WHEREAS, if approved, the Property would be rezoned to the Planned Area Development (PAD) Zoning District by zoning 137.34 acres as Reduced R1-4 (Single Family Detached) Residential Zoning District, 91.11 acres as Reduced R1-6 (Single Family Detached) Residential Zoning District, 7.11 acres as Public Facilities (PFD) District, and 38.16 acres as C-2 (General Commercial) Zoning District with a PAD Overlay; and

WHEREAS, under the current zoning a maximum of 750 residential units could be developed over approximately 267 acres whereas under the proposed rezoning a maximum of 750 residential units could be developed over approximately 228 acres; and

WHEREAS, the Second Amended & Restated Development Agreement for Las Palmas, which is the current development agreement for Las Palmas, identified various obligations related to the development of the property, including triggers for the construction of certain off-site and on-site street improvements, requirements for constructing regional wastewater transmission lines, and requirements for payments owed under the West Goodyear Cost Recovery Resolutions towards the cost of the regional wastewater transmission lines constructed by other; and it provided various benefits such as density bonuses and vesting of currently approved but unrecorded final plats; and

WHEREAS, because of this re-zoning and actions that have occurred since the effective date of the Second Amended & Restated Development Agreement for Las Palmas, various terms in the agreement are no longer needed, and other terms are not acceptable to the City because they are either not consistent with the proposed zoning or are not acceptable to the City because of the substantial changes to the development of the Property that will result under the re-zoning; and rather than amend or replace the Second Amended & Restated Development Agreement for Las Palmas, the agreement will be terminated as a condition of the re-zoning and the outstanding obligations, including modified triggers for the construction of certain on-site and off-site street improvements and in-lieu payments, are being included as conditions of the rezoning; and

WHEREAS, the proposed zoning is in conformance with the General Plan and should not adversely impact the surrounding area; and

WHEREAS, city staff finds that the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of a master-planned community; and

WHEREAS, a Neighborhood Meeting was conducted for this proposal and notice of the application was provided to property owners within 500 feet of the property on May 24, 2022 and a sign advertising the Neighborhood Meeting was posted to the site on June 9, 2022; and,

WHEREAS, the Neighborhood Meeting took place in-person on June 28, 2022 and no formal objection has been received; and,

WHEREAS, public notice that this rezoning was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on September 14, 2022, appeared in the Arizona Republic Southwest Valley edition on August 26, 2022 and postcards were mailed to adjoining owners on August 27, 2022 and the sign on the site was updated on August 29, 2022 to notify residents of the scheduled public hearing; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on September 26, 2022; and

WHEREAS, at that meeting the Planning and Zoning Commission voted (6-0) to recommend approval, subject to the stipulations in the draft ordinance that was presented and the inclusion of an additional stipulation addressing the development of the PFD Parcel (Stipulation No. 34); and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on September 26, 2022 appeared in the Arizona Republic Southwest Valley Edition August 26, 2022; postcards were mailed to adjoining owners

on August 27, 2022; and a sign on the site was updated on August 29, 2022 to notify residents of the scheduled public hearing; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona 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. DESCRIPTION OF PROPERTY BEING REZONED

This Ordinance No. 2022-1557 applies to approximately 273.71 acres located at the southwest corner of Citrus Road and Roosevelt Street and legally described in that certain document titled “Las Palmas Overall Zoning Exhibit,” which document was declared public record by Resolution No. 2022-2268, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the “Property”).

SECTION 2. ADOPTION OF FINDINGS

The clauses set forth above are hereby adopted and incorporated herein by this reference as if fully set forth herein.

SECTION 3. CONDITIONAL REZONING

The Property is conditional rezoned to the Planned Area Development District with approximately 137.34 acres of the Property as more particularly described in that certain document titled “Reduced R1-4 Zoning Description” declared a Public Record by Resolution No. 2022-2268, and which is referred to and incorporated herein by this reference (the “R1-4 Parcel”) being conditionally rezoned to the R1-4 (Single-Family Detached) Residential Zoning District with R1-4 Reduced Development Standards, approximately 91.1 acres of the Property as more particularly described in that certain document titled “Reduced R1-6 Zoning Description” declared a Public Record by Resolution No. 2022-2268 and which is referred to and incorporated herein by this reference (the “R1-6 Parcel”) being conditionally rezoned to the R1-6 (Single-Family Detached) Residential Zoning District with R1-6 Reduced Development Standards, approximately 38.16 acres of the Property as more particularly described in that certain document titled “C-2 Zoning Description” declared a Public Record by Resolution No. 2022-2268 and which is referred to and incorporated herein by this reference (the “C-2 Parcel”) being conditionally rezoned to the C-2 (General Commercial) Zoning District; and approximately 7.11 acres of the Property as more particularly described in that certain document titled “PFD Zoning Description” declared a Public Record by Resolution No. 2022-2268 and which is referred to and incorporated herein by this reference (the “PFD Parcel”) being conditionally rezoned to the PFD (Public Facilities District) Zoning District with a Planned Area Development (PAD) Overlay applying to the Property by the adoption of that certain document titled Las Palmas at West Goodyear PAD

Overlay, declared a Public Record by Resolution No. 2022-2268 and which is referred to and incorporated herein by this reference (the “Las Palmas PAD Overlay”).

SECTION 4. CONDITIONS OF REZONING

The rezoning of the Property is subject to the following conditions of approval (“Stipulations”):

- 1) The R1-4 Parcel shall be developed in accordance with all requirements in the Goodyear Zoning Ordinance including the requirements specific to the R1-4 (Detached Single Family) Residential Zoning District with Reduced Development Standards, including by way of example, but not limitation, principal permitted uses, permitted accessory uses, use permit uses, special uses development regulations, parking, signage, lighting, and the City of Goodyear Design Guidelines except as modified by the Las Palmas PAD Overlay and the Stipulations herein; and
- 2) The R1-6 Parcel shall be developed in accordance with all requirements in the Goodyear Zoning Ordinance including the requirements specific to the R1-6 (Detached Single Family) Residential Zoning District with Reduced Development Standards, including, by way of example, but not limitation, principal permitted uses, permitted accessory uses, use permit uses, special uses development regulations, parking, signage, lighting, and the City of Goodyear Design Guidelines except as modified by the Las Palmas PAD Overlay and the Stipulations herein; and
- 3) The C-2 Parcel shall be developed in accordance with all requirements in the Goodyear Zoning Ordinance including the requirements specific to the C-2 (General Commercial) Zoning District, including, by way of example, but not limitation, principal permitted uses, permitted accessory uses, use permit uses, special uses development regulations, parking, signage, lighting, and the City of Goodyear Design Guidelines except as modified by the Las Palmas PAD Overlay and the Stipulations herein; and
- 4) The PFD Parcel shall be developed in accordance with all requirements in the Goodyear Zoning Ordinance including the requirements specific to the PFD (Public Facilities) Zoning District, including, by way of example, but not limitation, principal permitted uses, permitted accessory uses, use permit uses, special uses development regulations, parking, signage, lighting, and the City of Goodyear Design Guidelines except as modified by the Las Palmas PAD Overlay and the Stipulations herein; and
- 5) Any enhanced pavement or trail crossings constructed within public streets located within the Property shall be pavers, colored concrete or stamped concrete and shall be maintained by the HOA that is to be formed as described in stipulation 7 below; and
- 6) There shall be no modifications to the amenities, enhancements, and design elements described in the Las Palmas PAD Overlay and the Stipulations herein, unless the Development Services Director or designee has

determined that such modifications are consistent with the requirements in the Goodyear Zoning Ordinance and provide an equal or greater level of quality and functionality as the amenities, enhancements and design elements being modified and the modifications have been approved by the Development Services Director or designee; and

- 7) Prior to the recordation of the first final plat subdividing all or part of the Property, Owner shall form a homeowners' association ("HOA") for the Property, with said HOA owning and maintaining all open space areas; common areas, and all amenities and enhancements described in the Las Palmas PAD Overlay and the Stipulations herein, except that the HOA shall not own, any of the enhancements or amenities located within right-of-way conveyed to the City of Goodyear in fee, but shall be responsible for maintaining such amenities and enhancements. With respect to the paths and trails the HOA is responsible for maintaining, the HOA shall ensure that they are cleared, visible, and safely accessible to all users. The HOA shall also be responsible for maintaining all landscaping within the street right-of-way within or abutting the Property except for landscaping within medians located within any arterial street. A note shall be placed on each final plat indicating HOA ownership and/or maintenance responsibilities of these private tracts and public rights-of-way landscaping; and
- 8) Signage shall be posted within all sales and rental offices identifying the location of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and
- 9) All Public Sales Reports for the Property, all final plats and minor land divisions subdividing all or part of the Property, and all rental agreements for the rental of any unit within the Property shall include the following disclosures:
 - a) The Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; and
 - b) The Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; and
 - c) The Property is subject to noise, cheering, paddles or bats making contact with balls, bouncing balls, splashes, fireworks and other loud noises commonly associated with recreation centers, parks, ballpark/sports complexes and the like; and
 - d) The Property is subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; and

All final plats and minor land divisions subdividing all or part of the Property shall include notes setting forth the foregoing requirements including the

requirements that such disclosures be included within all rental agreements for the rental of any residential units within the Property; and

- 10) The Traffic Impact Analysis/Study (TIA) submitted with the application for rezoning is not approved. Updated TIAs shall be submitted at time Preliminary Plat, Final Plat and Site Plan submittals unless the City Engineer or his designees advises, in his/her discretion, that an updated TIA is not required. The locations of proposed driveways, street intersection and traffic signals will be determined, subject to approval of the City Engineer or his/her designee, with the TIAs submitted as the Property develops; and
- 11) The Second Amended & Restated Development Agreement for Las Palmas approved by Resolution 16-1760 and recorded at MCR No.2016 0285130 shall be terminated and a Notice of Termination terminating the Second Amended & Restated Development Agreement for Las Palmas and providing record notice that the agreements executed prior to the Second Amended & Restated Development Agreement for Las Palmas have been terminated and have no force effect executed by the owner of the Property shall be recorded in the official records of the Maricopa County Recorder prior to the effective date of this Ordinance.
- 12) To the extent any exist, the approvals of all preliminary plats and any unrecorded final plats that include any portion of the Property and that were approved prior to the effective date of this Ordinance are hereby revoked; and
- 13) Owner shall, at no cost to the city and without any cost recovery or reimbursement, design and construct full half-street improvements, except for the construction of $\frac{1}{2}$ the median and $\frac{1}{2}$ median landscaping, for the north-half of the section of W. Van Buren Street from the southwest corner of the Property east across the Roosevelt Irrigation District ("RID") Canal to the east side of the RID Canal, required for a Major Arterial as set forth in the City of Goodyear Engineering Design Standards in effect when the improvements are constructed, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Van Buren Street Improvements"). Unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, the Van Buren Street Improvements shall be completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for any structure within the Property; and
- 14) Owner shall, at no cost to the city and without any cost recovery or reimbursement, design and construct twenty-six foot (26') wide pavement section on W. Van Buren Street from the southwest corner of the Property west to the intersection with Perryville Road (the "Van Buren/Perryville Street Transition Improvements"). The Van Buren/Perryville Street Transition Improvements shall be constructed to the same pavement width as the Van Buren Street Improvements and shall include thickened edges. Unless

modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, the Van Buren/Perryville Street Transition Improvements shall be completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for any structure within the Property; and

- 15) Owner shall remit to the city an in-lieu payments for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is required under the City of Goodyear Engineering Design Standards to be installed within the section of W. Van Buren Street from the southwest corner of the Property east across the Roosevelt Irrigation District ("RID") Canal to the east side of the RID Canal. The in-lieu payment required herein shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. Unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, the in-lieu payments required herein shall be made prior to the recordation of the first final plat or minor land division subdividing all or part of the Property, the approval of the first site plan for development within the Property, or the issuance of any permits for construction work within the Property, whichever is earlier; and
- 16) Owner shall, at no cost to the city and without any cost recovery or reimbursement, design and construct full half-street improvements, except for the construction of ½ the median and ½ median landscaping, for the west-half of the section of N. Citrus Road from Roosevelt Street south across the RID Canal to the south side of the RID Canal required for a Minor Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of one-half of the median and one-half median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Citrus Road Improvements"). Unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, the Citrus Road Improvements shall be completed and accepted by the City Engineer or his/her designee, subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property unless modified by a written phasing plan approved by the City Engineer or his/her designee or a development agreement approved by the City Council; and
- 17) Owner shall remit to the city an in-lieu payments for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is required under the City of Goodyear Engineering Design Standards to be installed within the section of Citrus Road from Roosevelt Street south across the RID Canal to the south side of the RID Canal. The in-lieu payment required herein shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the

improvements as determined by the City Engineer or designee. Unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, the in-lieu payments required herein shall be made prior to the recordation of the first final plat or minor land division subdividing all or part of the Property, the approval of the first site plan for development within the Property, or the issuance of any permits for construction work within the Property, whichever is earlier; and

- 18) Owner shall, at no cost to the city and without any cost recovery or reimbursement, design and construct full half-street improvements for the south-half of the section of W. Roosevelt Street from Citrus Road west to the northwest corner of the Property required for a Minor Collector as set forth in the Engineering Design Standards in effect when the improvements are constructed, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Roosevelt Street Improvements"). The Roosevelt Street Improvements shall be completed and accepted by the City Engineer or his designee, subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property unless modified by a written phasing plan approved by the City Engineer or his/her designee or a development agreement approved by the City Council; and
- 19) Owner shall, at no cost to the city and without any cost recovery or reimbursement, design and construct twenty-six foot (26') wide pavement section on Roosevelt Street from the northwest corner of the Property west to the intersection with Perryville Road (the "Roosevelt Street Transition Improvements"). The Roosevelt Street Transition Improvements shall be constructed to the same pavement width as the half-street improvements to Roosevelt Street referred to as the "Roosevelt Street Improvements" above, and shall include thickened edges. his/her designee or by a development agreement approved by the City Council, the Roosevelt Street Transition Improvements shall be completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for any structure within the Property; and
- 20) Owner shall design and construct pavement transition improvements required to ensure safe conditions between the Van Buren Street half-street improvements and the Citrus Road half-street improvements. Owner is required to construct and the existing roadway adjacent to the Destiny Mobile Home Park. This includes pavement transition improvements on W. Van Buren Street from where the W. Van Buren Street Improvements end on the east side of the RID Canal as described in Stipulation 13 above to Citrus Road and pavement transition improvements on Citrus Road from where the Citrus Road Street Improvements end on the south side of the RID Canal as described in Stipulation 16 above. The updated TIAs submitted pursuant to Stipulation 10 above shall include a traffic assessment to identify the

transition improvements needed to provide such safe conditions. All transition pavement shall be constructed to the same pavement width as the Van Buren Street Improvements and the Citrus Road Improvements. Unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, the pavement transition improvements required herein shall be completed, prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for any structure within the Property; and

- 21) Owner is responsible for a proportionate share of the costs of full traffic signals at the intersections identified below. The Property Owner's traffic signal obligations include, but may not be limited to:
- a) 25% of the cost of the full traffic signal (all four legs) at W. Roosevelt Street and N. Citrus Road
 - b) If a traffic signal is identified in any TIA as being needed at Van Buren Street and any entrance into/out of the Property, Owner shall be responsible for 100% of the cost of the signal (all legs) unless, prior to the date the in-lieu payment is made for such signal, the signal provides access to the property across from the entrance on the southside of Van Buren and the property has been rezoned and the development permitted under the rezoning will create additional traffic demands over those that exist prior to the rezoning; and

Unless modified by a written phasing plan approved by the City Engineer or his/her designee or a development agreement approved by the City Council, the in-lieu payments required herein shall be made prior to the recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any construction permits for work within the Property, whichever is earlier. The in-lieu payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee; and

- 22) In addition to being responsible for a proportionate share of the cost of full traffic signals (all four legs) identified above, Owner is also responsible for a proportionate share of the costs of full traffic signals at any other intersections adjacent to the Property if an approved TIA reflects the need for such traffic signals. Owner shall make an in-lieu payment for a proportionate share of the cost of traffic signals infrastructure as follows. Owner shall make an in-lieu payment to the City based on the number of intersection corners located on the Property (i.e. if 2 corners of a 3-corner intersection are located on the Property, Owner would be responsible for two thirds (2/3) of the cost of the full intersection (3 legs)). The in-lieu payment shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee traffic signal. Owner shall, at no cost to the City, convey, in fee, lien free, and free of any easements or encumbrances unless specifically agreed to by the City, all right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property. The dedication(s) and in-lieu payment(s) required herein shall be made at the

earlier of the following: (i) before the issuance of any engineering permit for any of the work reflected in a site plan, Minor Land Division ("MLD"), or final plat that includes, is adjacent to, or requires connection to the intersection where the traffic signal is needed; or (ii) before the recordation of any final plat or MLD that includes, is adjacent, or requires connection to the intersection where the traffic signal is needed; and;

- 23) Prior to recordation of the first final plat subdividing all or part of the Property or the approval of the first site plan, whichever is earlier, Owner shall remit a cost recovery payment to the City in the amount of \$1,774,751.17 pursuant to the West Goodyear Wastewater Cost Recovery Resolution for regional wastewater lines B, E, I, J, and K that have been fully constructed; and
- 24) Unless Line L as described in the West Goodyear Wastewater Cost Recovery Resolution ("Wastewater Line L") has been or is being fully constructed by others when the first final plat subdividing all or part of the property is recorded or when the first site plan for development of the Property is approved, Owner shall construct Wastewater Line L or the section of Line L not being constructed by others. Unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, Wastewater Line L shall be completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for any structure within the Property; and
- 25) Unless Owner is constructing the entire section of Wastewater Line L, Owner shall make a cost recovery payment for its proportionate share for the cost of Line L pursuant to the West Goodyear Wastewater Cost Recovery Resolution. The amount of the cost recovery payment owed shall be based on the percentage of the actual cost of Wastewater Line L if it has been constructed when the cost recovery payment is made or if Wastewater Line L is under construction but has not been completed or if Owner is not constructing Wastewater Line L, the amount of the cost recovery payment shall be \$622,289.31 which is the amount reflected in the West Goodyear Wastewater Cost Recovery Resolution. The cost recovery payment for Line L shall be made prior to recordation of the first final plat subdividing all or part of the Property or the approval of the first site plan for development within the Property, whichever is earlier; and
- 26) Except as otherwise provided herein, Owner shall construct the entire section of as described in the West Goodyear Wastewater Cost Recovery Resolution ("Wastewater Line M"). Unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, Wastewater Line M shall be completed and accepted by the City Engineer or his designee, subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for any structure within the Property; and

- 27) Owner shall acquire and dedicate to the City, at no cost to the City, the rights rights-of-way and/or easements outside the boundaries of the Property needed to install Wastewater Line L and Wastewater Line M if Owner is required to construct such improvements and the rights-of-way and/or easements needed have not been dedicated to the City. The City shall have no liability or responsibility for acquiring any rights- of-way and/or easements needed for any of the regional wastewater trunk lines identified in the West Goodyear Wastewater Cost Recovery Resolution as benefiting the Property; and
- 28) Owner's obligations for the construction of and Wastewater Line M as set forth in stipulations 26 and 27 above shall not apply if the City approves an amendment to the West Goodyear Master Wastewater Study and an amendment to the West Goodyear Wastewater Cost Recovery Resolution. If the City approves an amendment to the West Goodyear Master Wastewater Study and an amendment to the West Goodyear Wastewater Cost Recovery Resolution, Owner shall be required to construct the modified line(s) and/or replacement lines as identified in the amended West Goodyear Master Wastewater Study and in the amended West Goodyear Wastewater Cost Recovery Resolution, which lines shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for any structure within the Property; and
- 29) In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, all Building Codes and Regulations adopted by the City of Goodyear, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and
- 30) Owner shall dedicate, at no cost to the city, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements required for the City to provide wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations adopted by the City of Goodyear, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required for public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear

subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made prior to or concurrent with recordation of a final plat or approval of a site plan that includes the area in which the dedicated property is located or when requested by the City Engineer or his/her designee, whichever is earlier; and

- 31) In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, all Building Codes and Regulations adopted by the City of Goodyear, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and
- 32) Notwithstanding anything to the contrary in this Ordinance, Owner shall convey the right-of-way and/or easements that are to be conveyed pursuant to the terms of this Ordinance prior to the deadlines for conveyance set forth herein or in a written phasing plan upon the written request by the City Engineer or his/her designee if such right-of-way and/or easement(s) are required for the construction of public infrastructure improvements by the city or others; and
- 33) If any of the infrastructure improvements Owner is required to design and construct pursuant to the terms of this Ordinance have been constructed or are being constructed by others, Owner shall remit a payment to the city in the amount of the actual costs incurred in the design and construction such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an engineer's estimate of the costs as approved by the Goodyear City Engineer or his/her designee. The payment requirement herein shall be paid prior to or concurrent with the recordation of a final plat triggering Owner's obligation to design and construct the infrastructure improvements; and
- 34) Notwithstanding anything to the contrary in any of the Stipulations set forth herein, the development of the PFD Parcel shall not trigger the obligation to construct any of the public infrastructure Owner is required to construct as described in the Stipulations set forth herein, including by way of example the Roosevelt Street Improvements. The obligation to construct such infrastructure shall be triggered by the approval of any site plan or recordation of the first final plat or minor land division that includes any of the R1-4 Parcel, the R1-6 Parcel and/or the C-2 Parcel. Building permits, certificates of completion, temporary certificates of occupancy, and

permanent certificates of occupancy will not be withheld for development within the PFD Parcel simply because the public infrastructure improvements Owner is required to construct has not been completed.

SECTION 5. 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 6. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain document titled, "Supplementary Zoning Map No. 22-02," declared a public record by Resolution 2022-2268, and which is referred to and made a part hereof as if fully set forth in this Ordinance, 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 7. 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 8. 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 9. EFFECTIVE DATE

Unless successfully referred to the people, this Ordinance shall become effective at the later of the following: (i) the date a fully executed document terminating the Second Amended & Restated Development Agreement for Las Palmas approved by Resolution 16-1760 and recorded at MCR No.2016 0285130 is recorded in the official records of Maricopa County and (ii) thirty days from the date this Ordinance is adopted.

SECTION 10. 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

SECTION 11. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney