



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, September 26, 2022

6:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

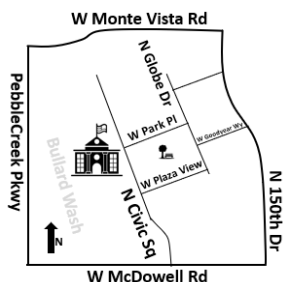
Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino

Councilmember
Patrick Bray



CITIZEN 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: 1900 N. Civic Square, Goodyear, AZ 85395 (623) 882-7830

www.goodyearaz.gov/cityclerk

City Council Meeting Live Broadcast: <https://www.facebook.com/goodyearazgov/videos>

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meeting held on September 12, 2022.
(Darcie McCracken, City Clerk)

2. AUTHORIZE THE TERMINATION AND APPROVAL OF INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF GOODYEAR FIRE DEPARTMENT AND THE CITY OF PHOENIX FIRE DEPARTMENT FOR THE PURPOSE OF CONDUCTING JOINT TRAINING ACTIVITIES

Recommendation

1. Authorize the termination of the Intergovernmental Agreement between the City of Phoenix and the City of Goodyear for Fire Service Training recorded with Maricopa County Recorder 12/27/2018 as No. 20180944148.

2. Approve and authorize the City Manager or designee to enter into a new Intergovernmental Agreement ("IGA") between the City of Goodyear and the City of Phoenix to conduct various joint Fire Department training activities. (Tim Wayne, Interim Fire Chief)

3. AUTHORIZATION OF EXPENDITURE OF DESIGN FUNDS FOR APPROVED FY2023 CIP PROJECT #42026- ESTRELLA PARKWAY, VINEYARD AVENUE TO MC85 (ESTRELLA BRIDGE)

Recommendation

To authorize the expenditure of funds for the Estrella Bridge project in an amount not to exceed \$3,700,000. (Hugh Bigalk, City Traffic Engineer; Troy Scott, Senior Project Manager)

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

4. **PUBLIC HEARING TO REZONE APPROXIMATELY 51.24 ACRES FROM PLANNED AREA DEVELOPMENT (PAD) TO MF-18 WITH THE VLUX AT BALLPARK VILLAGE DEVELOPMENT REGULATIONS MF-18 WITH PAD OVERLAY**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2267, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1556 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – VLUX AT BALLPARK VILLAGE.

2. ADOPT ORDINANCE NO. 2022-1556, CONDITIONALLY REZONING APPROXIMATELY 51.24 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF ESTRELLA PARKWAY AND YUMA ROAD TO BE KNOWN VLUX AT BALLPARK VILLAGE; 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 THE ATTACHED ORDINANCE. (Christian M. Williams, Principal Planner)

5. **TERMINATING SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LAS PALMAS AND REZONE APPROXIMATELY 273.71 ACRES LOCATED AT THE SOUTHWEST CORNER OF CITRUS ROAD AND ROOSEVELT STREET (LAS PALMAS)**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2268, TERMINATING SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LAS PALMAS AND DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1557 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – LAS PALMAS AT WEST GOODYEAR.

2. ADOPT ORDINANCE NO. 2022-1557, 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 THE ORDINANCE. (Christian M. Williams,

BUSINESS

6. **APPROVE A 1-YEAR AVONDALE-GOODYEAR MICROTRANSIT SERVICES COOPERATIVE AGREEMENT (CONTRACT NO. C-23-0046) WITH FIRST TRANSIT, INC.**

Recommendation

Approve a one-year Avondale-Goodyear Microtransit Services Cooperative Agreement (Contract No. C-23-0046) with First Transit, Inc.; authorize expenditure of funds up to \$1.0 million and approve all necessary FY2023 budget amendments to implement a Microtransit Pilot Program in Goodyear. (Christine McMurdy, Project Management Coordinator)

7. **AMEND ARTICLE 3-12 TO RECOGNIZE NEW EMPLOYEE GROUPS IN UGFF & GYPOA**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2272, DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "AMENDMENT TO ARTICLE 3-12 CITY OF GOODYEAR MEET AND DISCUSS/MEET AND CONFER" OF THE CITY OF GOODYEAR CODE OF ORDINANCES.

2. ADOPT ORDINANCE NO. 2022-1558, AMENDING GOODYEAR CITY CODE ARTICLE 3-12 (CITY OF GOODYEAR MEET AND DISCUSS/MEET AND CONFER) UPDATING ELIGIBLE EMPLOYEE GROUPS; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY. (Lyman Lockett, Human Resources Director)

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

October 3, 2022	Work Session	5:00 p.m.
October 3, 2022	Regular Meeting	Immediately following the Work Session
October 3, 2022	Special Meeting	Immediately following the Regular Meeting

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.

For Non-English assistance please contact the City Clerk at (623) 882-7830.

Si necesita asistencia o traducción en español, favor de llamar al menos 48 horas antes de la reunión al (623) 882-7830.

POSTING VERIFICATION

This agenda was posted on 9/21/2022 at 1:15 p.m. by PP.

ITEM #: 1.
DATE: 09/26/2022
AI #:1092



APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meeting held on September 12, 2022. (Darcie McCracken, City Clerk)

Attachments

September 12, 2022 Draft Regular Meeting Minutes

City Council Regular Meeting

City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395



Monday, September 12, 2022

6:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:44 p.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR HAMPTON

COMMUNICATIONS

1. AGUA FRIA UNION HIGH SCHOOL DISTRICT UPDATE

Superintendent of the Agua Fria Union High School District (School District) Dr. Mark Yslas, Strategic Alliance Senior Officer Megan Gallego, and Deputy Chief of Staff Rachel Gross presented an update regarding the School District's strategic plan and accomplishments.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Patrick Bray to APPROVE Consent Agenda Item 2 and Items 4 through 7. The motion carried by the following vote:

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

Passed - Unanimously

2. **APPROVAL OF MINUTES**

Recommendation

Approve the draft minutes from the Regular Meeting held on August 29, 2022. (Darcie McCracken, City Clerk)

3. **AMEND CHAPTER 8 OF GOODYEAR CITY CODE TO ESTABLISH ARTICLE 8-2 SHORT-TERM RENTALS**

This item was pulled from the Consent Agenda to be heard separately.

Assistant City Attorney Jay Karlovich presented a request to amend Chapter 8 of the Goodyear City Code to establish Article 8-2 Short-Term Rentals (STRS). Mr. Karlovich reviewed the legislative history related to STRS noting that the Arizona State Legislature enacted a new statute that allows cities to regulate STRS. The eight new statute provisions would become effective on September 24, 2022. Mr. Karlovich explained that the city of Goodyear would have an STR license regulation process and would issue a short-term rental license with a fee of \$250 in lieu of a business license and business license fee.

Mr. Karlovich further discussed the provisions of the new STRS ordinance that included emergency contact requirements, neighborhood notifications, verified violations and penalties, background checks, insurance and advertisement requirements.

Mr. Karlovich reviewed the proposed timeline and added that the STRS license regulations would become effective and enforceable on January 1, 2023.

A discussion ensued related to public notification related to the STRS ordinance.

Council thanked staff for their work on the ordinance.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Laura Kaino to ADOPT RESOLUTION NO. 2022-2266 DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "AMENDMENT TO CHAPTER 8 OF THE CITY OF GOODYEAR CODE OF ORDINANCES TO ESTABLISH A NEW ARTICLE 8-2 ENTITLED SHORT-TERM RENTALS (STRS)," AND ESTABLISHING AN ANNUAL STR LICENSE FEE IN LIEU OF A BUSINESS LICENSE FEE. The motion carried by the following vote:

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

Passed - Unanimously

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Bill Stipp to ADOPT ORDINANCE NO. 2022-1555 AMENDING CHAPTER 8 OF THE CITY OF GOODYEAR CODE OF ORDINANCES TO ESTABLISH A NEW ARTICLE 8-2 ENTITLED SHORT-TERM RENTALS (“STRS”); PROVIDING FOR CORRECTIONS; SEVERABILITY; PENALTIES; AND AN EFFECTIVE DATE. The motion carried by the following vote:

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

Passed - Unanimously

4. APPROVE EXPENDITURE OF FUNDS UP TO \$4,100,900 FOR HISTORIC GOODYEAR WATERLINE REPLACEMENT (Project #60046)

Recommendation

Approve expenditure of funds up to \$4,100,900 for Project #60046 construction of new water main and residential services in the Historic Goodyear community. (Javier Setovich, Public Works Director; Lisa Melton, Senior Project Manager)

5. JOINT USE AGREEMENT WITH TRIVIMUM PREPARATORY ACADEMY FOR SHARED USE FACILITIES

Recommendation

Authorize the City Manager or designee to execute Joint Use Agreement between Trivium Preparatory Academy and the City of Goodyear for Joint Use Facilities between Trivium Preparatory Academy and the Goodyear Recreation Campus (GRC). (Deanna Ortiz, Recreation Superintendent)

6. APPROVE EXPENDITURE UP TO \$950,000 FOR THE PURCHASE OF MOTOROLA CONSOLE TELECOMMUNICATION RADIOS

Recommendation

Approve the expenditure of funds up to \$950,000 for the purchase and installation of Motorola console radios for telecommunications. (Santiago Rodriguez, Chief of Police)

7. PRELIMINARY PLAT FOR THRIVE AT AVISION GOODYEAR

Recommendation

Approve the Preliminary Plat for Thrive at Goodyear Single Family Development subject to stipulations. (Alex Lestinsky, Senior Planner)

PUBLIC HEARINGS

8. RECOMMEND APPROVAL FOR A NEW CLASS A BINGO LICENSE

Mayor Pizzillo opened the public hearing at 6:12 p.m.

Deputy City Clerk Laura Jara presented a request to recommend approval of a Class A Bingo License for the CantaMia at Estrella Community Association. Ms. Jara explained that bingo is regulated by the Arizona Department of Revenue (AZDOR). She provided an overview of the three different types of bingo licenses and their taxation and noted that all taxes collected from bingo licenses are deposited into the State of Arizona General Fund.

Ms. Jara provided the details of the Association's proposed bingo plans noting that there would be a maximum of 80 participants, no cash payouts, and winners would be given gifts cards instead.

There being no other speakers present, Mayor Pizzillo closed the public hearing at 6:14 p.m.

Council inquired if the applicant would require another public hearing for renewal of a bingo license. Ms. Jara replied that applicants would obtain a renewal license directly from the AZDOR.

MOTION BY Councilmember Patrick Bray, SECONDED BY Vice Mayor Brannon Hampton to recommend APPROVAL to the Arizona Department of Revenue (ADOR) for a Class A bingo license, submitted by Nichole Strick, representative of CantaMia at Estrella Community Association (Association), for bingo games to be held at 17700 W. Star Point, Bldg B., Goodyear, AZ 85338. The motion carried by the following vote:

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

Passed - Unanimously

BUSINESS

9. MUNICIPAL USER FEE SCHEDULE

Finance Director Doug Sandstrom presented a request to reconsider and disapprove Resolution 2022-2260 that was approved by the Council on July 18, 2022. Mr. Sandstrom explained that the resolution adopted approximately 11 new fees related to building safety and consolidated all municipal fee under one fee table for ease of administration. He relayed that the exhibit to the resolution was attached in error. The action would reset the municipal users back to the amounts they were prior to the July 18 action.

A discussion ensued related to the municipal user fees and their implementation.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Laura Kaino to RECONSIDER Resolution 2022-2260. The motion carried by the following vote:

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

Passed - Unanimously

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to DISAPPROVE Resolution 2022-2260. The motion carried by the following vote:

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

Passed - Unanimously

10. CREATE CIP PROJECT 60109 GOODYEAR WATER RECLAMATION FACILITY EXPANSION AND AUTHORIZE RELATED BUDGET AMENDMENTS

Director of Public Works Javier Setovich presented a request to create a capital project for the first phase of expansion of the Goodyear Water Reclamation Facility (GWRF) and approve the associated budget transfers. He added that the overall budget for the first phase is \$2 million.

Mr. Setovich discussed the need to move forward with the expansion of the GWRF by reviewing the capacity requirements and noting that the GWRF has seen peak flows above 80% during the hottest times of the year. He noted that Maricopa County requires a facility to begin design when actual flows reach 80% capacity and to be under construction when flows reach 90% of capacity. Mr. Setovich spoke about the partnership with APS to treat the brine which is expected to be in place by the end of calendar year 2024.

A discussion ensued related to the first phase of design and the actions moving forward should the partnership not materialize with APS. Mr. Setovich noted that the City is working with Liberty Utilities to assist with their capacity issues.

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Bill Stipp to APPROVE the creation of CIP project 60109 Goodyear Water Reclamation Facility Expansion and authorize related budget amendments. The motion carried by the following vote:

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

Passed - Unanimously

INFORMATION ITEMS

Council requested a study to be conducted on traffic lights. City Manager Julie Karins proposed a work session be scheduled to provide a meaningful discussion.

Council requested a study on soccer fields in the retention area north of the freeway to help the demand of soccer in the west valley. Ms.Karins replied that soccer fields are being studied as part of the Parks and Recreation Master Plan which is currently underway.

FUTURE MEETINGS

September 19, 2022 Work Session 5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:48 p.m.

Darcie McCracken, City Clerk

Joe Pizzillo, 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 September 12, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2022.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 2.
DATE: 09/26/2022
AI #:1036



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE THE TERMINATION AND APPROVAL OF INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF GOODYEAR FIRE DEPARTMENT AND THE CITY OF PHOENIX FIRE DEPARTMENT FOR THE PURPOSE OF CONDUCTING JOINT TRAINING ACTIVITIES

STAFF PRESENTER(S): Tim Wayne, Interim Fire Chief

SUMMARY

The City of Goodyear Fire Department and the City of Phoenix Fire Department desire to enter into an updated Intergovernmental Agreement ("IGA") for the purpose of conducting and participating in fire service training hosted by the City of Phoenix.

Recommendation

1. Authorize the termination of the Intergovernmental Agreement between the City of Phoenix and the City of Goodyear for Fire Service Training recorded with Maricopa County Recorder 12/27/2018 as No. 20180944148.
2. Approve and authorize the City Manager or designee to enter into a new Intergovernmental Agreement ("IGA") between the City of Goodyear and the City of Phoenix to conduct various joint Fire Department training activities. (Tim Wayne, Interim Fire Chief)

FISCAL IMPACT

The City of Goodyear will pay fees ranging from \$1,340 up to \$5,000 depending on which training is attended and which fees are included in "Exhibit A – Fire Service Training Menu," of the IGA for Fire Service Training. FY2023 supplementals included recruitment and training expenses in line with the revised IGA. In FY2018 employees attended the Paramedic training course for a total expense of \$20,000. In FY2019 through FY2022 employees attended the Hazardous Materials training course for a total expense of \$63,000. The Hazardous Materials course fees were fully reimbursed through the Urban Area Security Initiative and State Homeland Security Grant programs.

BACKGROUND AND PREVIOUS ACTIONS

In December 2017, Council entered into an IGA between the cities, which includes the City of Phoenix, towns, fire districts, and governmental jurisdictions to provide automatic aid assistance in Phoenix.

In July of 2018, the City of Goodyear and the City of Phoenix entered into an IGA to participate in Firefighter Recruit training. The City of Phoenix has since updated the IGA to include detailed descriptions of training courses and current fee schedule for each course.

STAFF ANALYSIS

This third IGA agreement provides a continued partnership between the agencies, enabling both departments to conduct and participate in critical fire service training which includes, but not limited to: Aircraft Rescue Firefighter (ARFF) Certification, Firefighter Recruit training, Hazardous Material Technical (HZM) Certification, and EMT/Paramedic Recertification training (CORE). This IGA will become effective upon signing by both parties and will remain in effect for five years.

Attachments

IGA City of Phoenix Fire Department

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GOODYEAR
FOR FIRE SERVICE TRAINING**

Phoenix Contract No. _____
Goodyear Contract No. _____

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 202_, by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department ("the City"), and the City of Goodyear, for and on behalf of the Goodyear Fire Department ("the Agency"). Throughout this Agreement, the City and the Agency individually may be referred to as "Party" and may be referred to collectively as "Parties" to this Agreement.

RECITALS

WHEREAS, the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, the City and the Agency are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

WHEREAS, agreements for fire service training and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies, and fire districts participating in this Agreement, to work together for mutual benefit of the public, Agency's community and all of the Agency's personnel; and,

WHEREAS, the Agency desires to participate in Phoenix Fire Department Fire Service Training in order to more effectively provide emergency fire, medical and other services; and,

WHEREAS, the City desires the participation of the Agency to more effectively provide emergency fire, medical and other services; and,

WHEREAS, Ordinance No. _____ dated _____ authorized the City to enter into an agreement with the City of Goodyear for participation in the Phoenix Fire Department Fire Service Training.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Parties desire to enter into this Agreement for the purpose of enabling them to conduct and participate in fire service training hosted by the City. Fire service training includes, but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (HZM) Certification Training, EMT/Paramedic Recertification Training (CORE), and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education.

ARTICLE II. STATEMENT OF SERVICES

1. Fire Service Training:

The City will provide fire service training and follow-on continuing education as outlined in Exhibit A, Fire Service Training Menu.

2. Availability of Training:

Nothing in this Agreement creates an obligation or otherwise requires the City to host training, or to provide an opportunity in any particular training class to the Agency.

3. Training Records:

The City will provide original training records for the Agency's personnel upon the completion of any training being provided, or upon termination of the Agency personnel's attendance in the training program. The City will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole when the law, fire service standards, or best practices require or make reasonable and prudent the preservation of such information.

4. Equipment and Assistance with Training:

4.1 The City shall specify the equipment and materials ("Required Equipment") that the Agency must provide to its employees, or that the Agency employees must have in order to participate in any particular training program. The Agency's

employees must have the required equipment as a condition of participation in the training program.

- 4.2** Upon reasonable request, the Agency will provide the City with instructors for assistance. When the Agency has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by the City, the Agency will allow the City to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions by the Agency, to the extent applicable, will be considered in determining the Training Fees.

5. Discipline. Academic Requirements and Skill Performance Standards:

- 5.1** The City reserves the right, in its sole discretion, to determine whether the Agency employees are maintaining the minimum requirements necessary to continue in the training. In the event a student is removed for failure to abide by training or affiliated training location or vendor academic, ethical, or disciplinary standards applicable to all fire service training students, the employing party will remain responsible for full payment of contractual training fees. Removal from training is apart and independent from whether the impacted employee is disciplined or terminated by the employing Agency.
- 5.2** Employees of both Parties shall be subject to the same standards for purposes of training and academics. In the event that an Agency employee is suspected of having engaged in misconduct while in training being conducted by the City, the City shall report the suspected misconduct to the Agency as soon as practicable. The employing Agency will be responsible for conducting any appropriate investigation and taking corrective action or discipline.
- 5.3** The City has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the Agency's employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to City controlled training and City owned training locations , (5) the facility and location of site specific training, (6) the assignment and use of any Agency provided instructors, staff, or equipment.
- 5.4** The Parties understand and agree that the City will determine the curriculum for training programs to meet, in part, to satisfy the City standards, which may include the skill performance standards within the Phoenix Fire Department's Training Standards. The Agency may request cross-training on the City materials, the presentation of which shall be provided by the Agency's personnel. The Parties further understand and agree that the City will determine the appropriate location necessary to support training programs which, in part, satisfy the City standards. Additional training needs beyond the

City standards, which may require additional time and resources, by way of separate agreements will be the sole responsibility of the requesting Agency.

- 5.5** The City will regularly communicate with the Agency on issues that may affect the ability of an Agency's employee to successfully complete the training program, including, but not limited to academics, physical fitness, discipline, requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. The City will advise the Agency, as soon as possible, when it appears that an Agency employee may be subject to being removed from a City training program.

6. AGENCY RESPONSIBILITIES:

Agency agrees to be responsible for ensuring that their employees sent to the City premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

- 6.1** Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all Agency employees participating is excellent and that they are capable of undertaking this training.
- 6.2** Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of training being conducted and that their training and experience is sufficient to undertake this training.
- 6.3** Agency agrees that prior to receiving City fire training services training or utilizing a City facility for training, Agency employees must sign and submit an Assumption of Risk and Release Agreement City of Phoenix Fire Service Training Form, Exhibit B.
- 6.4** While on City premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Agency warrants that employees shall comply with all applicable United States Federal, State of Arizona, and Local laws, statues and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including the City.
- 6.5** Agency will ensure that Agency employees have required protective gear, uniforms, or other required equipment for the Training Services.
- 6.6** Necessary third party agreements: Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate Agreement in order to provide clinical rotations, such as in Paramedic Training, the Agency will be solely responsible for making sure their

employees are covered under an agreement with the non-City owned training site location and the Agency.

For Paramedic Training clinical rotations, the City will provide the necessary academic instruction. Additionally, the City will assist and track students with the required record keeping which is reviewed weekly to include patient assessment areas, skills completed, hours worked, student and preceptor evaluations and documentation of all patient contacts. City staff available to the students throughout the clinical training includes the Program Director, Clinical Coordinator, Program Coordinator and any additional EMS staff assigned to the paramedic class. Student identification badges, access to electronic record keeping or paper records for the students to track all of the required hours, skills and assessments to meet CAAHEP, CoAEMSP and AZDHS requirements will be provided by the City.

However, the insurance, indemnification, and decisions about agreeing to site specific background checks and policies will be the responsibility of the Agency, as evidenced through separate agreements.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above, and shall continue in force for five-years or until terminated by formal act of the Parties.

2. Termination and Cancellation:

Either Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Party. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa

County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Terms:

Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996:

The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The Parties warrant that each will cooperate in the course of performance of the Agreement so that the Parties will be in compliance with HIPAA.

5. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

7. No Joint Venture:

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

8. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

9. Independent Contractor Status:

To the extent required by law, the Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City.

10. Workers' Compensation:

To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.

11. Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

12. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

13. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records

to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

15. Legal Worker Requirements:

To the extent applicable by law, the Agency is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the City shall ensure that:

15.1 To the extent applicable by law, each subcontractor the City uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

15.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

15.3 To the extent applicable by law, the Agency will have the legal right to inspect the papers of the City and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

16. Confidentiality and Data Security:

16.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Agency from the City in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Agency will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

16.2 Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Agency must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure

methods that ensure the information cannot be viewed, accessed, or reconstructed.

16.3 In the event that data collected or obtained by the Agency in connection with this Agreement is believed to have been compromised, Agency will notify the City Privacy Officer immediately. Agency agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

16.4 Agency agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Agency. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

16.5 The obligations of Agency under this Section will survive the termination of this Agreement.

ARTICLE V. PAYMENTS

1. Payment and Fees:

Agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each Agency employee that attends training. This amount may be adjusted at the discretion of the Phoenix Fire Chief based on Agency's contribution to the training through the provision of non-monetary resources such as facilities and personnel, recruit training officers, and other factors listed for non-monetary resources.

2. Invoicing:

Phoenix Fire Department will invoice Agency, per training class under this Agreement. Agency shall remit all payments to the City of Phoenix Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received with five (5) days after the Due Date, Phoenix may exercise its right to terminate this Agreement.

3. Fees for Non-Monetary Resources:

3.1 In establishing the Training Fee, the Parties may consider the nature and duration of the training; additional expenses associated with Agency's participation in the training; non-monetary contributions by the Agency in facilities, personnel, or equipment; and the experience, value, and goodwill inherent in the Parties training together. The City's Fire Chief has the discretion to waive fees, in whole or part, for the Agency when it is in the best interest of the City.

ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency or Agency's employees.

1.2 Indemnification:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save and hold harmless the other party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII. NOTICES

- 1.** Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to City:

Phoenix Fire Department
150 S. 12th Street
Phoenix, AZ 85034

Attn: Michael J. Duran
Phoenix Fire Chief
Telephone: (602) 256-3189

If to Contractor:

Goodyear Fire Department
14455 W. Van Buren Street, Suite E-102
Goodyear, AZ 85338

Attn: Paul Luizzi
Goodyear Fire Chief
Telephone: (623) 932-2300

Fax: (602) 262-4429

Fax: (623) 882-7114

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation

Jeffrey Barton, City Manager

By: _____
Michael J. Duran
Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant Chief Counsel

CITY OF GOODYEAR, a municipal corporation

By: _____
Julie Karins
City Manager

ATTEST:

City Clerk, City of Goodyear

APPROVED AS TO FORM:

City Attorney, City of Goodyear

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

CITY OF PHOENIX

By: _____
David Lavelle
Assistant Chief Counsel

Date: _____

CITY OF GOODYEAR

By: _____
City Attorney

Date: _____

EXHIBIT A - FIRE SERVICE TRAINING MENU

Students who have taken the initial training class from the Phoenix Fire Department will receive the corresponding continuing education classes, for that course, at no additional charge.

Aircraft Rescue Firefighter (ARFF) Certification Training	
Course Overview	Description
Scope	Students will study a curriculum required pursuant to the Federal Aviation Administration (FAA) 139.319. Students will learn skills needed to safely perform at Sky Harbor International Airport to include but not limited to: Airport Familiarization, Aircraft Familiarization, Aircraft Rescue Fire Fighter (ARFF) Safety, Emergency Communications, Apparatus, Agents, Aircraft Evacuation, Tactics and Strategy, Adaptive Structure, Cargo – Hazards, Emergency Plan, Airport Movement Area, Drivers Training, Annual Live Burn, Annual Escort Badging. This training will utilize the Incident Management/Unified Command structure and provide structure for working with our Aviation Partners.
Course Length	2 Classroom Weeks, 80 Hours – M – F 0800 – 1700 2 additional driver training days – 0800 – 1700 Optional Live Burn Day (1 day per student) – 0800-1700
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are completed during the Live Burn Exercise and Drivers Training portion of the class. Students must complete a written examination at the end of the 80-hour course with a passing score of 75%. Engineers will be required to complete additional Drivers Training with the Drivers Training Captain at the end of the 80-hour course. Students will be required to complete a Live Burn Exercise at the end of the 80-hour course to become ARFF Certified. Students must attend 100% of the class, Live Burn and Drivers Training to be certified.

Cost	Base cost - \$1,340.00 Base cost with optional live burn - \$1,840.00
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EMT/Paramedic Recertification Training (CORE)	
Course Overview	Description
Overview	This is a recertification course designed to meet State requirements for recertification of EMT's and Paramedic's. The EMCT is an individual who has been certified in Arizona as an Emergency Medical Technician and/or a Paramedic. The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. These individuals possess the complex knowledge and skills necessary to provide patient care and transportation. The Core program meets and exceeds the requirements set forth for recertification by national, state, local organizations for these individuals to provide the highest level of care to our community. The Core recertification program recertifies individuals through the American Heart Association, in Basic Life Support, Advanced Life Support and Pediatric Life Support. The Core recertification process provides individuals with the latest updates and resources from PFD Emergency Medical Services: Recertifying members in service delivery with a specialized educational approach geared towards meeting the needs of the communities we serve: Assists us with fielding questions, changes and issues from the field in a timelier manner; Aids with dealing any discrepancies or immediate needs/issues that must be addressed as soon as possible; Identify and respond to community needs that demand high level training and customer service. CORE is purposely scheduled to assist members with remaining certified while creating minimal impact on deployment and staffing.

Linked Target Capabilities	▪ EMS System- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care ▪ Research- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Workforce Safety and Wellness- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Documentation- Applies fundamental knowledge of the EMS system, safety/well-being of the EMT/Paramedic, and medical/legal and ethical issues to the provision of emergency care. Review of the Documentation Tool Guide, PFD Volume 12, and PFD Treatment Guidelines. ▪ EMS System Communication- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Medical/Legal and Ethics- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Anatomy and Physiology- Applies fundamental knowledge of the anatomy and function of all human systems to the practice of EMS. ▪ Medical Terminology- Uses foundational anatomical and medical terms and abbreviations in written and oral communication with colleagues and other health care professionals. ▪ Disease profiles and Pathophysiology- Applies fundamental knowledge of the pathophysiology of respiration and perfusion to patient assessment and management. ▪ Pharmacology- Applies fundamental knowledge of the medications that the EMCT may assist/administer to a patient during a medical emergency.
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	▪ Airway Management/Respiration- Applies knowledge (fundamental depth, foundational breadth) of anatomy and physiology to patient assessment and management in order to ensure a patent airway, adequate mechanical ventilation, and respiration for patients of all ages. ▪ Patient Assessment- Applies scene information and patient assessment findings (scene size-up, primary and secondary assessment, patient history, reassessment) to guide emergency medical management. ▪ Medical Emergencies- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely ill patient with medical emergencies. ▪ Trauma/Shock- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely injured patient with traumatic emergencies. ▪ OB/GYN- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a patient with special needs in obstetrics and individuals with pregnancies. ▪ Pediatric and Neonatal emergencies- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a pediatric patient, and patients with special needs. ▪ Geriatrics- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for the elderly/geriatric patient, and elderly patients with special needs.
Scope	The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. This individual possesses the complex knowledge and skills necessary to provide patient care and transportation.

	EMCT function as part of a comprehensive EMS response, under medical oversight. EMCT can perform interventions with the basic and advanced equipment with in their system. The EMCT is a link from the scene into the health care system.
Course Length	1 day, 8hrs. Held on Monday's and Friday's 0800-1700. Prerequisites must be completed prior to attending class.
Delivery Options	▪ Complete: In a Classroom setting utilizing Video content, PowerPoint presentation and multiple skills application. ▪ Partial: Utilizing all AHA and CORE video content. Once completed, members will be tested on individual skills at battalion office in a small group setting. ▪ Train-the-Trainer: Required Prior: previous teaching experience, Instructor certifications and in good standing with in Phoenix Fire Department. ▪ Skills Instructor: Follow another instructor for each skill and demonstrate a "Teach Back" at mastery level prior to becoming a skills instructor. ▪ Lead Instructor: Follow a lead instructor with classroom instruction and management. Upon following a lead instructor, the member will Lead the Core classroom with another lead, assisting the trainee to mastery.
Target Audience	Fire Service, Hazardous Materials, Law Enforcement, Emergency Medical Services, Public Works
Prerequisites	▪ Current AZ DHS EMT certification ▪ Current AZ DHS Paramedic certification ▪ RN, PA and/or MD/DO ▪ Current: • American Heart Association (AHA) — BLS Health Care Provider certification AND (For Paramedic, RN, PA, MD and DO) • American Heart Association (AHA) — Advanced Life Support provider certification • American Heart Association (AHA) — Pediatric Life Support provider certification ▪ All AHA video modules completed with certificates. ▪ All state required CE's completed for EMT's and Paramedic's ▪ EMT- 24 CE hrs. ▪ Paramedic — 48 CE hrs.

	▪ Must be in Uniform!
Testing/Certification	EMCT members, during the testing process, will demonstrate competence in a wide range of emergency care skills. Members will show competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Members will show competency in Pediatric, Adult and Geriatric patient management. The course will be geared towards a team based setting with advance and basic level practitioners. Members will take written exams covering all course objectives. Exams will be American Heart Association BLS, ACLS and PALS. A passing score of 80% must be obtained. Upon completion of Psychomotor skills and written testing, members must demonstrate that they have completed the required number of CE hours, a OHS application, class and AHA rosters, and AHA evaluation prior to recertification.
Evaluation Strategy	Practical Skills will be assessed through various skills worksheets for each medical scenario from American Heart Association.
Instructor Certification and Qualification	▪ 2 years as a EMT or Paramedic ▪ Good standing with in EMS, Phoenix Fire Department and ▪ AZ OHS ▪ Understanding and knowledge of all Standing Guidelines, ▪ SOP's and Volume 12 ▪ NREMT Skills Examiner instructor ▪ EDU 250 (from the College) ▪ Current: ▪ BLS instructor card ▪ ACLS instructor card ▪ PALS instructor card
Cost	\$200 per student

Firefighter Recruit Training (14 Week Recruit Training Academy)	
Course Overview	Description
Overview	The Phoenix Fire Department Recruit Training Academy is conducted over a minimum of 14 weeks with 550 hours of training and meets the requirements of the Regional Automatic Aid IGA.
Scope	Over the course of the firefighter recruit academy the following skills will be covered: ▪ Physical Fitness ▪ Peer Support ▪ EMS Training ▪ Haz Mat / Special Ops ▪ Vehicle Safety ▪ Fireground Skills ○ SCBA ○ Hose Lays ○ Search & Rescue ○ Ventilation ○ Forcible Entry ○ Hose Management ○ Ground Ladders ▪ Live Fire Training ○ Intro to Heat ○ Flashover ○ Functional Burns ○ Car Fires ▪ Ladder Functions ○ Extrication ○ Salvage & Overhaul ○ Commercial Ventilation ▪ Building Construction ▪ High Rise ▪ Fireground Survival ▪ Power & Hand Tools ▪ Communications ▪ Tactics ▪ Utilities ▪ Violent Incident Training ▪ Extinguishers ▪ Cancer Awareness & prevention ▪ Safety ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface

	▪ Mental Health / Peer Support
Course Length	14-16 weeks (dependent on City Holidays) 550 Hours - M-F 0700-1600
Prerequisites	Arizona State EMT IAFF Certified CPAT CPR Certification: ▪ American Heart Association (AHA) - Health Care Provider ▪ American Red Cross (ARC) - CPR for the Professional Rescuer ▪ National Safety Council (NSC) – Equivalent Qualification
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the academy. At the end of the recruit training academy recruits that have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process. The Arizona Center for Fire Service excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months.
Evaluation Strategy	Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits.
Instructor Certification	The Phoenix Fire Recruit Training Academy is taught by Regional Fire Captains and subject matter experts in not more than a 4 to 1 student/instructor ratio. It is recommended for instructors to obtain EDU250 from the MCCC and Fire Instructor 1 certification.
Cost	\$4,500 per recruit If a participating regional City sends a Recruit Training Officer for the length of the academy the price for up to 2 recruits will be waived.

Fire Inspector Training	
Course Overview	Description
Scope	Over the course of the training program, candidates will learn the skills needed to perform a complete, holistic inspection from start to finish. They will also learn records and code research, how to create comprehensive inspection notices, conducting technical plan

	review, customer service delivery skills, creating and maintaining inspection data reports and the citation process.
Course Length	16 weeks, 640 Hours - M-F 0730-1600
Testing	Upon the completion of each chapter, a quiz will be administered. There will also be a mid-term exam and final exam during the didactic portion of the program. Minimum passing score for all quizzes and tests will be 80%. The filed internship will be comprised of Pass/Fail practical skills stations.
Cost	\$1500 per candidate

Hazardous Material Technical (H2M) Certification Training	
Course Overview	Description
Scope	Over the course of the program, students will learn the skills needed to safely perform Hazardous Material Technician level response in accordance with OSHA CFR29 1910.120 and NFPA 472 & 1072. The objectives of the course are to teach participants: ▪ to classify, identify, and verify known and unknown material by using field survey instruments and equipment; ▪ to select and use the proper chemical protective clothing provided to the hazardous materials Technician; ▪ to understand hazard and risk assessment techniques for Hazmat and CBRNE environments; ▪ to be able to perform advanced control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available; ▪ to develop incident action plans within the parameters of the incident command system.
Course Length	5 Weeks, 200 Hours - M-F 0800-1700
Prerequisite	Hazardous Materials First Responder Operations
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned. Students must complete a written examination at the conclusion of the following module with a passing score of 75%: ▪ Chemistry

	At the conclusion of the entire Hazardous Materials Technician program, students must complete a written examination covering all course objectives in accordance with IFSAC accreditation standards. A passing grade of 75%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.
Cost	\$4500 per student

Initial Paramedic Training	
Course Overview	Description
Scope	Throughout the course of the Paramedic training program, the student will learn the knowledge and skills needed to safely and proficiently provide basic and advanced emergency medical care and transportation for critical and emergent patients who access the emergency medical system. Paramedics function as part of a comprehensive EMS response, under medical oversight. Paramedics can perform interventions with the basic and advanced equipment with in their system. The paramedic is a link from the scene into the health care system.
Course Length	10 Months, 1282 hours. Class meets Tuesday, Wednesday & Thursday 0900-1800
Testing/Certification	Students will demonstrate competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Students will show competency in Pediatric, Adult and Geriatric patient management. Students will take written, computer generated and skills examinations covering all course objectives. A passing score of 80% must be obtained. Upon successful completion of the PFD Paramedic Training Program, students are eligible to take the NREMT Psychomotor test and the NREMT CAT test.

	Upon successful completion of NREMT examinations, students receive their Arizona and National Paramedic certifications Additional Certifications awarded during paramedic training ▪ Certificate of Completion from Phoenix College ▪ ACLS certification ▪ PALS certification ▪ TECC Certification
Cost	\$5,000 Per Student

Technical Rescue Technician (TRT) Certification Training	
Course Overview	Description
Scope	Over the course of the program, students will learn the skills needed to safely perform rescue operations in the following areas of expertise: ▪ Rope Rescue ▪ Confined Space Search and Rescue ▪ Trench and Excavation Search and Rescue ▪ Structural Collapse ▪ Swiftwater Rescue ▪ Vehicle and Machinery Rescue ▪ Helicopter Rescue Operations This training will utilize the Incident Management/Unified Command structure to assess a technical rescue hazard within the response area, identify the level of operational capability, and establish operational criteria.
Course Length	5 Weeks, 200 Hours - M-F 0800-1700
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned. Students must complete also a written examination at the conclusion of the following modules with a passing score of 80%: ▪ Confined Space Rescue ▪ Trench Rescue ▪ Structural Collapse In addition, at the conclusion of the entire Technical Rescue Technician program, students must complete a written examination covering all course objectives. A passing grade of 80%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.
Cost	\$4500 per student

EXHIBIT B - ASSUMPTION OF RISK AND RELEASE AGREEMENT

ASSUMPTION OF RISK AND RELEASE AGREEMENT CITY OF PHOENIX FIRE SERVICE TRAINING

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

I, _____ hereby agree as follows:

1. Risk of Activity. I understand that participation in training exercises (“Activities”) with the City of Phoenix and its affiliated training vendors (“City”), at the City and or affiliated vendor locations (“Site(s)”) involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training. I represent that to the best of my knowledge my health and physical condition are excellent and that I am physically capable of participating in Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the City. I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by the City or otherwise.
2. Waiver of Liability. I understand the City is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge City, its officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.
3. Health and Safety.
 - a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site.
 - b. I have arranged, through insurance, or otherwise, to meet any and all needs for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand City is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, City is not responsible for the cost or quality of such treatment or care.

- c. Subject to medical decision-making capacity, I acknowledge and understand City may, but is not obligated to, take any action it considers warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release City from any liability for any actions taken.
4. Standard of Conduct. I agree to comply with all City's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the City of Phoenix Fire Department Rules and Regulations, as amended. I waive and release all claims against City for my failure to remain under the supervision of City personnel or to comply with such rules, standards, and instructions.
5. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify City, its officials, officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.
6. **INDEMNITY: I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD- PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND THE RELEASEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.**
7. No Joint Venture: I understand that no term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties. I further understand that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of the City. I understand that where I am included as a "student" that does not deem me to be an employee or agent of the City.

8. Workers Compensation: For the purposes of workers' compensation coverage, the agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Waiver shall be the agency solely liable for payment of all approved workers' compensation and related benefits.
9. If any one or more of the provisions in this waiver are determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this waiver, and this waiver shall be construed as if such invalid provision had never been contained in this waiver. In any legal action in connection with this waiver, the exclusive venue shall be in the courts of Maricopa County, Arizona and this waiver shall be construed in accordance with the laws of the State of Arizona.

I have carefully read this Release Form and sign it voluntarily. No representations, statements, inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt by City and shall be governed by and construed in accordance with the laws of the State of Arizona including City's Charter and Municipal Ordinances. Venue for any action relating to or arising out of this agreement shall be in the Court for the City and County of Maricopa.

Executed on this date _____

By _____	_____
Printed Name as Individual	Signature

_____	_____
Witness Printed Name Witness	Signature

Name of Department or Agency

ITEM #: 3.
DATE: 09/26/2022
AI #:1100



CITY COUNCIL ACTION REPORT

**SUBJECT: AUTHORIZATION OF EXPENDITURE OF DESIGN FUNDS FOR
APPROVED FY2023 CIP PROJECT #42026- ESTRELLA
PARKWAY, VINEYARD AVENUE TO MC85 (ESTRELLA
BRIDGE)**

STAFF PRESENTER(S): Hugh Bigalk, City Traffic Engineer; Troy Scott, Senior Project Manager

SUMMARY

A request to authorize the expenditure of design funds for Estrella Parkway, Vineyard Avenue to MC85 (Estrella Bridge) project.

Recommendation

To authorize the expenditure of funds for the Estrella Bridge project in an amount not to exceed \$3,700,000. (Hugh Bigalk, City Traffic Engineer; Troy Scott, Senior Project Manager)

FISCAL IMPACT

The project is currently budgeted and programmed in the FY2023-27 Capital Improvement Program with a total project budget of \$59,540,000 and an estimated completion date of June, 2027.

BACKGROUND AND PREVIOUS ACTIONS

Scope of project: Add 2.02 lane miles to expand intersection, street and bridge to provide two through lanes in each direction on Estrella Parkway from MC 85 to Vineyard Avenue.

Project elements: roadway improvements, bridge and foundations, pedestrian and bicycle amenities, lighting, drainage, utility relocation, ROW acquisition, environmental clearance, etc. Project may seek partial federal funding.

There have been no prior Council Action items for this project.

STAFF ANALYSIS

Staff received four submittals from consultant firms on March 29, 2022, in response to the posted request for qualifications. The submittals were reviewed and ranked by a scoring committee consisting of representatives of several different City departments. As a result of that review process, staff selected Kimley-Horn (KH) as the design firm with the best qualifications for the project. Staff completed negotiations of scope and fee with KH for use in the final contract. The final negotiated design service cost is below the FY23 Capital Improvement Program budgeted amount, and within the FY23 CIP performance schedule. With Council approval of this authorization of funds not to exceed \$3,700,000 staff anticipates having Kimley-Horn under contract and giving a notice to proceed by the end of September.

ITEM #: 4.
DATE: 09/26/2022
AI #:1059



CITY COUNCIL ACTION REPORT

SUBJECT: PUBLIC HEARING TO REZONE APPROXIMATELY 51.24 ACRES FROM PLANNED AREA DEVELOPMENT (PAD) TO MF-18 WITH THE VLUX AT BALLPARK VILLAGE DEVELOPMENT REGULATIONS MF-18 WITH PAD OVERLAY

STAFF PRESENTER(S): Christian M. Williams, Principal Planner

SUMMARY

This is a Public Hearing for and consideration of a request to rezone approximately 51.24 acres generally located at Bullard Avenue and Yuma Road from Planned Area Development (PAD) to MF-18 with the VLUX at Ballpark Village PAD Overlay.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2267, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1556 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – VLUX AT BALLPARK VILLAGE.

2. ADOPT ORDINANCE NO. 2022-1556, CONDITIONALLY REZONING APPROXIMATELY 51.24 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF ESTRELLA PARKWAY AND YUMA ROAD TO BE KNOWN VLUX AT BALLPARK VILLAGE; 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 THE ATTACHED ORDINANCE. (Christian M. Williams, 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

The current zoning for this property is Goodyear City Center Southwest Planned Area Development (PAD) as established in 2008 through Ordinance No. 08-1120. The underlying land use designation for the property is Residential and Retail.

In 2021, the General Plan land use designation for the Property was amended by Resolution No. 2021-2198 from 'City Center' to 'Neighborhood'. The 'Neighborhood' category provides areas for the growth and development of neighborhoods that include a wide range of densities and housing products, public and community facilities such as schools and places of worship, and commercial uses at appropriate intensities and locations. The property is also located within the Village Center Overlay and Transit Oriented Development Overlay as established in the General Plan.

STAFF ANALYSIS

Current Policy:

A rezoning request requires public review and vote by the Planning and Zoning Commission and the City Council. The proposed rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area.

Details of the Request:

The applicant is requesting a zoning change from the current Planned Area Development (PAD) with an underlying land use designation of residential and retail to a PAD zoning district with an underlying zoning district of MF-18 with a PAD Overlay to facilitate the development of a multi-family development that will include product types that are allowed in the MF-12 Multi-Family Residential Zoning District but not in the MF-18 Multi-Family Residential Zoning District. As currently envisioned, the Property will include stacked-flat style buildings, townhouse style apartments and cottage style apartments. The use of a PAD Overlay is requested as the current development standards for the MF-18 zoning district do not contemplate a property providing multiple product types within a single development. Modifications requested through the PAD Overlay include the following:

Density:

To be compatible with the General Plan Neighborhood Land Use Designation and Village Center Overlay, the proposed PAD overlay requires a minimum density of 14 units per acre for the portion of the Property that is north of Papago Street alignment with a maximum density of 18 units per acre.

Development Standards:

The development standards applicable to the Multi-Family Residential (MF-18) zoning district will apply to the development of the Property except as modified by the PAD Overlay.

Because of the difference in building styles, different design guidelines will apply based on the nature of the building. The design guidelines applicable to Multi-Family Residential will apply to all buildings within the Property; but the additional design guidelines applicable to development within the MF-12 zoning district will also apply to certain styles of residential buildings.

Internal Setback:

If a future property line is provided internal to the VLUX at Ballpark Village project, thereby splitting the overall project into two or more parcels, a setback requirement from that internal property line shall be 20 feet on either side of the parcel line.

Tandem Parking:

Off-street parking and loading shall comply with Goodyear Zoning Ordinance Article 6, except that tandem parking may be provided on site with the following standards:

- Each of the two parking spaces within each tandem parking space shall be reserved to the same dwelling unit.
- A Parking Plan addressing parking management shall be submitted and approved with the Site Plan. All parking shall adhere to the approved Parking Plan.

By allowing for tandem parking wherein space for a vehicle is provided in a garage and then another space is provided outside that garage on the driveway/apron, there are opportunities to reduce surface parking and allow more flexibility in unit types and increased densities. This is a similar request to other multi-family developments located within Village Center Overlay Districts and Transit Oriented Development Overlay Districts.

Minimum Sidewalk Width:

The minimum width of private sidewalks within VLUX at Ballpark Village may be four feet. As part of the Site Plan review, the applicant shall demonstrate to the satisfaction of the City that sidewalks of this reduced width occur in areas with limited pedestrian traffic and do not affect ADA requirements.

A multi-family community made up of numerous buildings and amenities on approximately 50 net acres, such as that proposed for VLUX at Ballpark Village, is crisscrossed by various sidewalks linking all those buildings and amenities to one another. By the nature of the design and layout, some sidewalks will only serve one or a few residential buildings and will carry limited pedestrian traffic. A reduction in sidewalk width, even a minimal one such as that proposed, allows for a reduction in impervious surfaces with a commensurate increase in landscape areas reducing the “heat island” effect. As part of the above language, the developer still has to demonstrate to the satisfaction of City staff that the reduced width from a five-foot minimum to a four-foot minimum is only in locations with limited pedestrian traffic and does not affect compliance with accessible pathways for ADA requirements.

Building and Patio Encroachment:

Projections on certain style of buildings, including balconies (covered or uncovered), bay windows, eaves, ornamental features, or similar shall be permitted to encroach into the front and street side setbacks by not more than two feet. Ground floor projections that include patios (covered or uncovered) surrounded by walls that are four feet or less in height and include pedestrian gates and paths allowing pedestrian access directly to the adjacent roadway/sidewalks, shall be permitted to encroach into the front and street side setbacks by not more than five feet.

Limited encroachments allow for greater flexibility in building design and allows for more variety in the elevations that face out to the public roadways without unnecessarily limiting the frontage landscape. Additionally, the encroachment at the ground floor will require a pedestrian connectivity element and provide for units to engage with the streetscape.

Perimeter Wall Encroachments:

If utilized, a perimeter view wall may be placed within the 30-foot street setbacks along Yuma Road and Estrella Parkway, which also serve as landscape buffers. The perimeter view wall may only encroach a maximum of 10 feet into the setback and must be a view wall consisting of no more than 2 feet of solid block with view fencing on top of that block. This shall only be permitted when the units front door faces the street.

As with the above building encroachments, limited encroachments allow for greater flexibility in the design and layout. By requiring any encroaching wall to have no more than 2 feet of solid block, this preserves visibility. It also preserves the full landscape buffer of 30 feet but allows for up to 20 feet to be on the street side of the wall with the balance still visible through the view fence.

Reductions in Building Separation Along Perimeter:

The residential structures that are subject to the MF-12 Design Guidelines are also required to provide a minimum 15-foot building separation for perimeter dwelling units along the exterior roadways of Yuma Road, Estrella Parkway, Goodyear Boulevard West and Goodyear Boulevard South. If the Property is split into one or more lots/parcels, a minimum 10-foot separation between these types of structures shall be allowed on the newly created internal perimeters.

The PAD Overlay also requires additional design enhancements for all buildings onsite, allows for some deviations to the MF-12 housing product color schemes and building elevations offered, provides for shaded pedestrian entrances, additional connections to the adjacent streets, as well as limited walls for certain product types, to ensure there is street engagement and views into the community.

The developer is also required to construct a Ballpark Village Gateway Monument at the southwest corner of Estrella Parkway and Yuma Road. This monument will match themes and materials found within the Ballpark Village area and include an artistic mural that is publicly facing.

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 Goodyear 2025 General Plan designates the property with the Neighborhood land use category with a Village Center Overlay and Transit Oriented Development Overlay, with the Neighborhoods category correlating with multi-family zoning. The zoning request requires a minimum density of 18 units per acre with a minimum density of 14 units per acre on the northern portions of the site. Therefore, the request is in compliance with the Goodyear 2025 General Plan land use.

Goals, Objectives, and Standards within the General Plan that support rezoning of the property for the Anton at Ballpark Village multi-family community are as follows:

Goal GD-1 - Physical Growth and Development

A compatible mix of land uses and diverse destinations that foster a high quality of

life with livable and safe neighborhoods with a strong economy that fosters a healthy and sustainable environment.

Objective CC-5-1 – Land Use

Establish a land use hierarchy and community form that maintains a broad variety of land uses and responds to the community's vision and needs.

Objective CC-1-1 – Neighborhoods

Create and foster complete neighborhoods.

Objective CC-1-3 – Neighborhoods

Foster the creation and maintenance of attractive, high-quality neighborhoods.

Goal CC-2 – Community and Cultural Development

A diverse stock of high quality housing that meets the needs of all residents.

Land Use and Transportation Plan Development Standards

Standard 1 - Universal Development Standards

All development proposals shall demonstrate their conformance with the applicable stated goals, objectives, and policies contained within the General Plan, and how the development furthers the appropriate implementation of the General Plan.

Standard 8 – Universal Development Standards

New residential uses shall not be approved within the 65 DNL (Day-night Noise Level) or greater noise contours and the accident potential zones surrounding Luke Air Force Base. New residential uses within the 65 DNL or greater noise contours surrounding Phoenix-Goodyear Airport shall require additional review and noise attenuation

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

The subject property is relatively flat and devoid of any topography that would hinder development such as washes, hillsides, natural features that may be worthy of preservation, existing protected wildlife, and existence of high voltage power lines or other utilities. With historical farming in the region, there are existing irrigation canals that will be either abandoned and removed or placed in underground piping.

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

Current and future uses and development of the properties surrounding the subject property include:

North – City-owned vacant parcel zoned City Center;

South – Estrella Vista single-family neighborhood;

East – Fulton Homes at Ballpark Village and city-owned parking;

West – Estrella Vista single-family neighborhood.

The proposed MF-18 zoning is appropriate on the subject property. As noted above, it is consistent with the General Plan.

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.

Luke Air Force Base:

The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the subject property is located within the vicinity of a military airport. Given the location of the property and the proposed zoning, base operations will not be adversely impacted by this development.

Phoenix-Goodyear Airport:

The subject property is located to the northwest of the Phoenix-Goodyear Airport. The property does not fall within the Phoenix-Goodyear Airport DNL or accident potential zones but is located within the traffic pattern airspace for the airport.

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.

The applicant has indicated that the demand in Goodyear is very high for quality rental residential, especially such as that proposed with close access to the freeway network as well as the adjacent employment uses.

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

School Districts:

The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Both school districts have been notified of the rezoning request.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
Fire Station #184	7.32	3.66	9.83	4.91	Fire Station #181	10.02	5.01	12.53	6.26

Police Response:

The proposed development is located within an existing police patrol beat and the current level of service within the beat can accommodate the development of the property.

Streets/Transportation:

The property will be accessed via private streets/driveways within the development that will gain access to Estrella Parkway, Yuma Road and Goodyear Boulevard.

The Engineering Department has created stipulations to address traffic requirements applicable to this development. Specifically, Yuma Road will be widened and improved, Estrella Parkway will be widened and improved, Goodyear Boulevard West will be widened and improved, and Goodyear Boulevard South will be widened and improved. Traffic signal modifications will also occur.

Water/Wastewater:

The subject property will be served by the city of Goodyear for water and wastewater.

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

The Property abuts existing public services. It is located along major arterial roadways with adequate capacity. As indicated in the Water and Sewer Reports submitted with the rezoning, there is adequate water and sewer infrastructure/capacity to serve the development.

8. General public concerns.

Public Participation, Public Comment and Planning and Zoning Commission Meeting:

An in-person Neighborhood Meeting was conducted for this proposal and Notice of the Neighborhood Meeting was provided to property owners within 500 feet of the property on July 12, 2022; signs advertising the Neighborhood Meeting were placed on the site on July 11, 2022. The neighborhood meeting took place on July 27, 2022. Since the neighborhood meeting and the time of the writing of this staff report, no formal opposition has been received regarding this rezoning.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on September 14, 2022 appeared in the Arizona Republic Southwest Valley Edition August 26, 2022; postcards were mailed to adjoining owners on August 27, 2022; and signs were posted on the site on August 29, 2022.

On September 14, 2022, the Planning and Zoning Commission held a public hearing for this item. After the staff presentation, two residents spoke briefly to the Commission. One resident spoke largely about the Village Center Overlay requirements and their desire for walkable retail in the area; another spoke in favor of lower density on the parcel to be compatible with Estrella Vista. The Planning and Zoning Commission voted (6-0) to recommend approval, subject to the proposed stipulations.

9. Whether the amendment promotes orderly growth and development.

The subject property is within a quarter mile of existing development and located within the proximity of City services and infrastructure.

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.

Staff Findings:

As set forth herein, the proposed rezoning is both consistent with the General Plan and will not adversely impact the surrounding area.

Attachments

Resolution and Exhibits

Ordinance
Aerial Exhibit
Narrative
Presentation

RESOLUTION NO. 2022-2267

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1556 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – VLUX AT BALLPARK VILLAGE.

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. 22-03,” 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 “VLUX at Ballpark Village Development Regulations MF-18 with PAD Overlay (September 2022),” 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 Ordinance 2022-1556.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 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, by a _____ vote, this _____ day of _____, 20_____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-03

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 _____ DAY OF _____, 2021.

MAYOR

CITY CLERK

SUBJECT PROPERTY:

**A portion of the Northeast Quarter Section 18, Township 1 North,
Range 1 West of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona.**



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT
A

REZONE FROM PAD TO MF-18
w/ PAD Overlay

22-200-00003

DATE:
August 2022

August 15, 2022
Project # 050957-01-001

Exhibit B

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 18:

THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 1767.03 FEET;

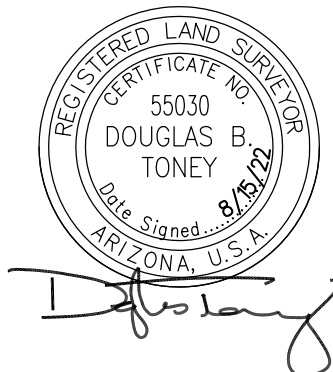
THENCE SOUTH 89 DEGREES 58 MINUTES 15 SECONDS WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 717.47 FEET TO THE BEGINNING OF A TANGENT CURVE OF 575.15 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 903.44 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 45 SECONDS WEST, A DISTANCE OF 1221.73 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18;

THENCE SOUTH 88 DEGREES 42 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1292.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,232,376 SQ.FT. OR 51.2483 ACRES, MORE OR LESS.



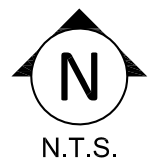
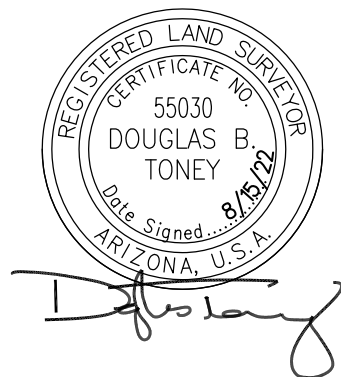
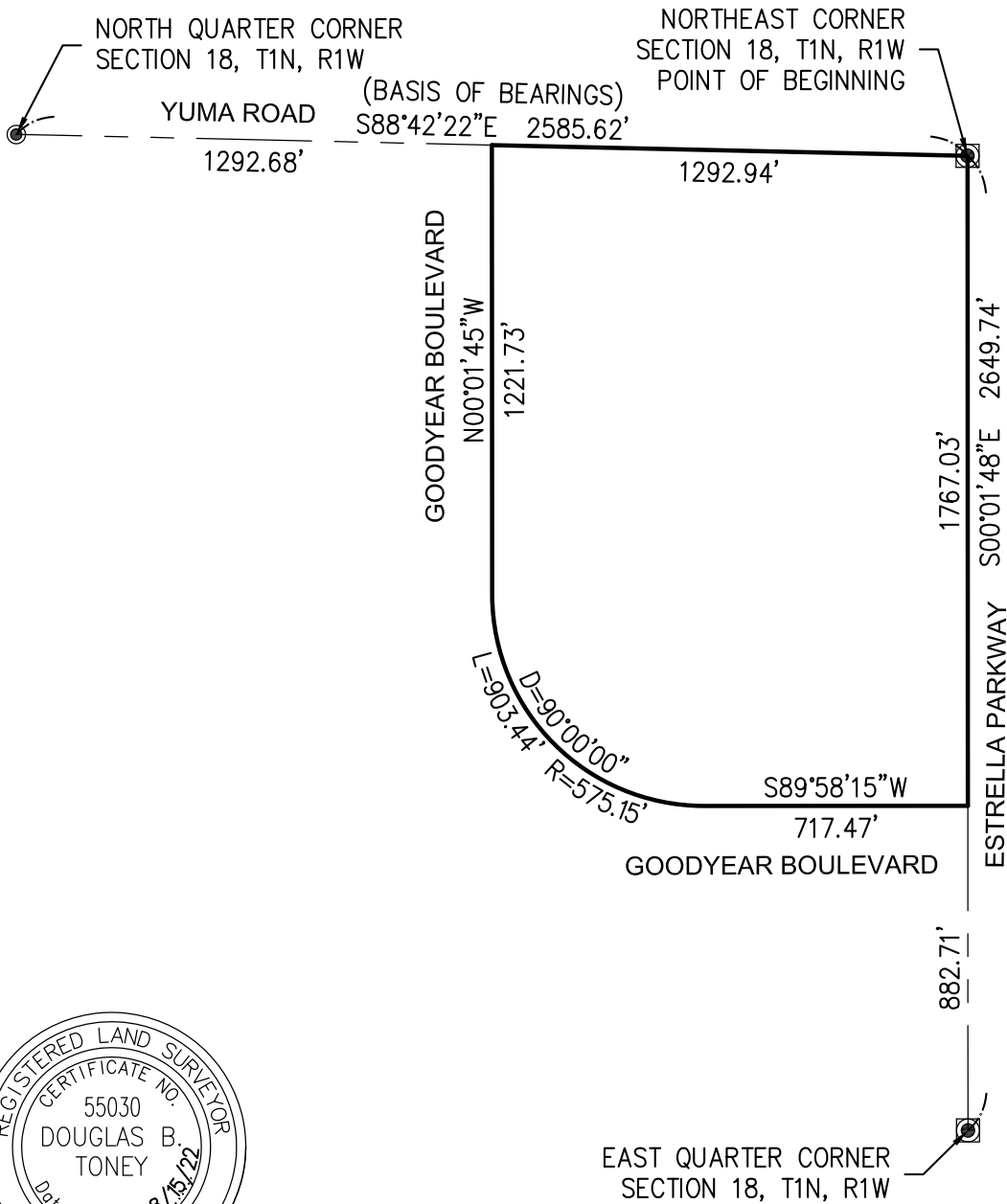


Exhibit C

VLUX AT BALLPARK VILLAGE

DEVELOPMENT REGULATIONS

MF-18 with PAD Overlay

SEPTEMBER 2022

PERMITTED USES

The permitted uses for the Property are those uses allowed in the MF-18 Multi-family Residential Zoning District and the principal permitted uses allowed in the MF-12 Multi-Family Residential Zoning District that are not permitted in MF-18 Multi-Family Residential Zoning District in accordance with Article 3-2-2 of the City of Goodyear Zoning Ordinance.

DEVELOPMENT STANDARDS

The Development Standards for the MF-18 Multi-Family Residential Zoning District shall apply to the development of this Property, except as modified below:

Setbacks, Building Separation and Density

1. The minimum setback applicable to the lot(s)/parcel(s) adjacent to Yuma Road shall be the Street Side Setback.
2. The minimum setback applicable to the lot(s)/parcel(s) adjacent to Estrella Parkway shall be the Street Side Setback.
3. The minimum setback applicable to the lot(s)/parcel(s) adjacent to Goodyear Boulevard East shall be the Street Side Setback.
4. The minimum setback applicable to the lot(s)/parcel(s) adjacent to Goodyear Boulevard South shall be the Street Side Setback.
5. The minimum setback requirements between the Property and adjacent property zoned any of the single-family residential zoning districts, which is determined by the building height, shall be measured from the boundary of the adjacent Single-Family residential lot.
6. If a future property line is provided internal to VLUX at Ballpark Village development, thereby splitting the overall project into two or more parcels, a minimum setback requirement from that internal property line shall be 20 feet on either side of the parcel line, unless a greater setback is required to comply with any applicable building/fire code requirements for structures adjacent to that internal property line in which case the setback required to comply with applicable building/fire code requirements shall apply. The 20-foot area may be contained within a private yard for the use of an individual resident as Private Outdoor Open Space; so long as any walls constructed are not in conflict with Article 5-2 of the Goodyear Zoning Ordinance as amended.
7. The minimum density for the portion of the Property that lies north of Papago Street shall be 14 units per acre and may not exceed 18 units per acre.

ADDITIONAL REGULATIONS

General

1. Except as expressly modified in this document, all development within the Property shall comply with the requirements of the City of Goodyear Zoning Ordinance.
2. For purposes of this PAD Overlay references to MF-12 Buildings include all of the following types of structures:
 - a. One-story structures with one residential unit; and
 - b. One-story structures with two residential units; and
 - c. One-story structures with three or more residential units; and
 - d. Two-story structures with one residential unit
3. For purposes of this PAD Overlay, references to MF-18 Buildings means a two-story residential structures with two or more residential units
4. If the Property is split into two or more parcels/lots, the Development Standards for MF-18 Multi-Family Residential Zoning District as modified by this PAD, including the the amenity expectations set forth in Section 3-5-5 of the Goodyear Zoning Ordinance, as modified herein shall apply to each parcel/lot.
5. All development within the Property is subject to Administrative Site Plan review.
6. Off-street parking and loading shall comply with Goodyear Zoning Ordinance Article 6, with the following exceptions and standards.
 - Tandem parking may be provided on site. If Tandem Parking is provided, each of the two (2) parking spaces within each tandem parking space shall be reserved to the same dwelling unit.
 - A Parking Plan addressing parking management shall be submitted and approved with the Site Plan. All parking shall adhere to the approved Parking Plan. The failure to comply with an approved Parking Plan shall constitute a zoning violation.
7. Parking shall not be located: between Yuma Road and buildings closest to Yuma Road; between Estrella Parkway and buildings closest to Estrella Parkway; Goodyear Boulevard West and buildings closest to Goodyear Boulevard West; and between Goodyear Boulevard South and buildings closest to Goodyear Boulevard South unless such parking is integrated creatively between or within the residential structures constructed within the Property and has been approved by the Zoning Administrator in his/her sole discretion. Only minimal parking is allowed along the frontage of Yuma Road, Estrella Parkway, Goodyear Boulevard West and Goodyear Boulevard South and then only when such parking is integrated creatively between or within the residential structures and has been approved by the Zoning Administrator in his/her sole discretion.
8. If a perimeter wall is constructed along the boundaries of the Property, it shall be cohesive between all residential product types and shall compliment the overall themes established within the Ballpark Village area in terms of materials and color such as corten metal cladding and dancing Concrete Masonry Unit (CMU).
9. Views into the development are encouraged and the construction of solid walls along the boundaries of the Property is discouraged.
10. If walls or fences are constructed adjacent to Yuma Road, Estrella Parkway and/or the section of Goodyear Boulevard West located north of Papago Street, the walls or fences shall be a view wall that consists of a minimum of two (2) feet of view fencing on top of a maximum of four (4) feet of Concrete Masonry Unit (CMU) or block that is equivalent in screening except where trash enclosures, parking, utilities and mechanical equipment need to be screened or additional buffering is necessary due to the proximity of traffic on Estrella Parkway or Yuma Road.
11. A view fence or wall that contains a maximum of two (2) feet of Concrete Masonry Unit (CMU) or block that is equivalent in screening may encroach into the Street Side Landscape setback, by no more than 10 feet, if the requirements of 11(a) and 11(b) are met.

- a. MF-12 Buildings and/or MF-18 Buildings shall be located directly to the rear of the view fence or wall that encroaches into the Street Side Landscape setback and all MF-12 Buildings and MF-18 Buildings shall meet the requirements set forth below:
 - i. All MF-12 Buildings shall meet the requirements applicable to the street of the encroachment set forth below:
 - All MF-12 Buildings located along Estrella Parkway shall have their front doors facing Estrella Parkway, unless otherwise permitted by the Zoning Administrator.
 - All MF-12 Buildings located along Yuma Road shall have their front doors facing Yuma Road, unless otherwise permitted by the Zoning Administrator.
 - A minimum of 75% of the MF-12 Buildings located along Goodyear Boulevard West shall have their front doors facing Goodyear Boulevard West and a maximum of 25% of the sides of the MF-12 Buildings located along Goodyear Boulevard West shall face Goodyear Boulevard West unless otherwise permitted by the Zoning Administrator. The rear of MF-12 Buildings shall not face the view fence or wall that encroaches into the Street Side Landscape setback along Goodyear Boulevard West.
 - A minimum of 75% of the MF-12 Buildings located along Goodyear Boulevard South shall have their front doors facing Goodyear Boulevard South and a maximum of 25% of the sides of the MF-12 Buildings located along Goodyear Boulevard South shall face Goodyear Boulevard South unless otherwise permitted by the Zoning Administrator. The rears of MF-12 Buildings shall not face the view fence or wall that encroaches into the Street Side Landscape setback along Goodyear Boulevard South.
 - ii. All MF-18 Buildings shall meet one of the following requirements applicable to the street of the encroachment set forth above:
 - The front doors of the MF-18 Buildings shall face the roadway(s) where the view fence(s) or wall(s) encroach into the Street Side Landscape setback, or
 - The ground floor patios with pedestrian gate and path of the MF-18 Buildings shall face the roadway(s) where the view fence(s) or wall(s) encroach into the Street Side Landscape setback, or
 - The MF-18 Buildings contain a portal that provides access to a grouping of units and the portal faces the roadway(s) where the view fence(s) or wall(s) encroach into the Street Side Landscape setback.
 - b. A minimum of two (2) structurally shaded seating areas, shall be constructed within the Street Side Landscape setback along each roadway where the view fence or wall encroaches into the Street Side Landscape setback. The structurally shaded seating areas may be constructed on either side of the view fence or wall.
12. Pedestrian connections through parking areas and drive aisles shall be clearly marked with enhanced paving such as pavers, colored concrete or other approved material.
 13. Minimum width of pedestrian walkways may be reduced to four (4) feet if, during Site Plan Review, the applicant demonstrates to the satisfaction of the City Engineer or his/her designee that the sidewalk reduction will occur in areas with limited pedestrian traffic and the reduction complies with ADA requirements.
 14. Site lighting, pavers, landscaping, signage design, and other community features shall complement the existing improvements and themes established within the Ballpark Village area.
 15. The multi-family residential apartment development shall bear the name of the master plan such as "<Multi-family Project Name> at Ballpark Village".
 16. Trash enclosures shall be located a minimum of 20 feet away from all single-story residential buildings and 25 feet away from multi-story residential buildings. Unless a trash enclosure is fully enclosed within a building. Landscaping shall be installed between the buildings and the trash enclosure.

Building Product Design Standards

17. All of the following Design Standards and Requirements apply to the development of all MF-12 Buildings
 - a. Except as modified herein, the Design Standards and Requirements set forth in Chapter 3 (Multi-Family Residential) of the City Goodyear Design Guidelines including the Additional MF-12 Zoning District Design Guidelines in Section 4

(Additional MF-12 Zoning District) of Chapter 3, of the City of Goodyear Design Guidelines shall apply to all MF-12 Buildings

- b. MF-12 Buildings shall include color schemes that add visual interest and variation to buildings on the site.
- c. The main body color(s) of MF-12 Buildings shall be distinctly different from one another and will not simply utilize varying shades of grey or varying shades of tan to accomplish the three (3) unique color schemes.
- d. The accent colors/shades utilized on MF-12 Buildings shall add vibrancy to the base color of the structures and shall not simply be a darker, lighter or muted shade/color/version of the structure's primary base color.
- e. The upper portions of MF-12 Buildings that are visible above the perimeter wall height, shall incorporate different colors for the trim, fascia, siding, recessed features, shutters, pop-outs, etc. compared to the main body color of the structures in order to add to the uniqueness and street character of the project.
- f. There shall be a minimum of a 15-foot separation between these types of structures when constructed along the roadways along the exterior boundaries of the Property (i.e. Estrella Parkway, Yuma Road, Goodyear Boulevard West and Goodyear Boulevard South). If the Property is split into one or more lots/parcels, a minimum 10-foot separation between these types of structures shall be allowed on the newly created internal perimeters.
- g. Private outdoor open space is that portion of the unit devoted to outdoor recreational use by the individual resident(s) of the unit or lot. This area is provided in addition to the recreational open space. Private outdoor open space shall be provided in the form of private yards and/or yards and patios for each residential unit in a MF-12 Building and shall be a minimum of 200 square feet in size.
- h. Except as otherwise provided herein, residential units within these types of structures located along the exterior boundaries of the Property (the "Perimeter Units") shall be varied in orientation toward public street frontages to create architectural diversity and visual interest. If a view fence as described in paragraph 11 of the section titled "General" is constructed and the view fence encroaches into the Street Side Landscape setback, the requirements set forth in that section shall apply.

18. All of the following Design Standards and Requirements apply to the development of all MF-18 Buildings:

- a. Except as modified herein, Design Standards and Requirements set forth in Chapter 3 (Multi-Family Residential) of the City Goodyear Design Guidelines shall apply to all MF-18 Buildings
- b. The residential units within MF-18 Buildings that are located closest to the frontage of Yuma Road, Estrella Parkway and Goodyear Boulevard West and Goodyear Boulevard South shall be pedestrian oriented and include pedestrian gates, walkways, paseos and views into the development. Special design attention and detail shall be placed on residential units located near Yuma Road, Estrella Parkway or Goodyear Boulevard West, and Goodyear Boulevard South from a street and layout perspective. To accomplish this goal, the development of MF-18 Buildings that are located closest to the frontage of Yuma Road, Estrella Parkway, Goodyear Boulevard West and Goodyear Boulevard South shall comply with all of the following:
 - i. These MF-18 Buildings shall provide convenient access for pedestrians to walk from their units to public sidewalks along Yuma Road, Estrella Parkway, Goodyear Boulevard West and Goodyear Boulevard South; and
 - ii. Buildings and patios of these MF-18 Buildings should be the primary means of securing the Property. Walls along Yuma Road, Estrella Parkway and Goodyear Boulevard West (north of Papago Street) are discouraged but if walls are constructed, they must comply with requirements set forth above in paragraph 10 of the section titled General or, if the walls encroach into the Street Side Landscape setback, they must comply with the requirements set forth above in paragraph 11 of the section titled General.

- iii. These types of structures should face Yuma Road, Estrella Parkway, Goodyear Boulevard West and Goodyear Boulevard South.
 - iv. All ground floor patios of units within these types of structures that are located adjacent to Yuma Road, Estrella Parkway and the section of Goodyear Boulevard West north of Papago Street shall have gates and sidewalks/paths to provide direct access to at least one (1) of the twenty (20) required pedestrian connections to Yuma Road, Estrella Parkway, Goodyear Boulevard West and Goodyear Boulevard South described below in paragraphs 25-28 in the Connectivity Section below.
 - v. Each of these types of structures located along the perimeter of the Property, shall provide a minimum of one (1) pedestrian connection from the structure to an adjacent public sidewalk.
- c. At least two (2) base colors and three (3) accent colors/materials shall be used for MF-18 Buildings. The combination of base colors and accent colors/materials shall be used in a manner that creates a minimum of 4 (four) unique combinations of base colors and accent colors/materials ("Building Schemes") throughout the Property.
- i. If two (2) distinct MF-18 Building product types are constructed within the Property, for example townhouse style unit and traditional stacked-flat style units, then a minimum of two (2) different Building Schemes shall be used for each product type.
 - ii. Townhouse style apartment units are encouraged to appear cohesive in design while the design of the individual units should give the appearance of individual townhouses being adjacent to one another; this may be done through a combination of varied roof heights and styles, building massing and undulation and base and accent color articulation.
- d. Private outdoor open space is that portion of the unit devoted to outdoor recreational use by the individual resident(s) of the unit or lot. This area is provided in addition to the recreational open space. Private outdoor open space shall be provided in the form of private yards, patios, or balconies. Private outdoor open space shall be provided in the form of private yards and/or yards and patios for each residential unit in an MF-18 Building and shall be a minimum of 60 square feet in size
- e. Projections on these types of structures including balconies (covered or uncovered), bay windows, eaves, ornamental features, or similar shall be permitted to encroach into the front and street side setbacks by not more than two (2) feet. Ground floor projections that include patios (covered or uncovered) surrounded by walls that are four (4) feet or less in height and include pedestrian gates and paths allowing pedestrian access directly to the adjacent public sidewalk, shall be permitted to encroach into the front and street side setbacks by not more than five (5) feet provided that the encroachments provide pedestrian access directly to adjacent sidewalks.
19. The Design Standards and Requirements set forth in Chapter 3 (Multi-Family Residential) of the City Goodyear Design Guidelines shall apply to all non-residential structures constructed within the Property within the Property.

Additional Architecture and Design Standards Applicable to All Development within the Property

20. All residential buildings and buildings housing amenities constructed within the Property shall incorporate four-sided architecture.
21. The color palates for all structures within the Property shall incorporate a variety colors and not simply shades of grays/browns
22. The roof heights of all residential buildings constructed within the Property shall be varied.
23. Unfenced ground floor facades facing north and east, adjacent to the exterior roadways, shall not extend for more than thirty (30) linear feet without being interrupted by a change in color, material, texture, or an architectural feature such as, but not limited to, a window, shade awning, or pop-out.
24. Architecture Elements on multi-story residential buildings shall include all of the following features:
- Articulated parapet line including variation in height
 - Expressed window heads and sills
 - Variety of Reglet stucco patterning (horizontal and vertical)
 - Flat shading elements or other decorative window awnings and features

- Pitched standing seam metal roofs at lower building projections or other lower building projection detailing
- Variety in window articulation
- Stepped cornice detailing
- Celebrated entries
- Complementary color palette
- Metal materials and accent detailing where appropriate

Connectivity

25. A minimum of six (6) total pedestrian connections from the Property to the perimeter sidewalks shall be provided along the northern boundary of the Property, creating pedestrian connectivity with the adjacent Yuma Road.
26. A minimum of seven (7) total pedestrian connections from the Property to the perimeter sidewalks shall be provided along the eastern boundary of the Property, creating pedestrian connectivity with the adjacent Estrella Parkway; a minimum of four (4) of those connections shall be provided south of the Papago Street alignment.
27. A minimum of three (3) total pedestrian connections from the Property to the perimeter sidewalks shall be provided along the southern boundary of the Property, creating pedestrian connectivity with the adjacent Goodyear Boulevard South.
28. A minimum of four (4) total pedestrian connections from the Property to the perimeter sidewalks shall be provided along the western boundary of the Property, creating pedestrian connectivity with the adjacent Goodyear Boulevard West; a minimum of two (2) of those connections shall be provided south of the Papago Street alignment.

Amenities

29. Amenities shall comply with Article 3-5-5 of the Goodyear Zoning Ordinance and each of the following additional enhanced recreational amenities shall be provided:
 - a. Resort style pool and spa
 - b. Structurally shaded seating areas
 - c. Turf Areas
30. If the Property is developed with two or more separate multi-family communities, the above listed amenities or amenities of commensurate quality shall be provided for or made available to all residents residing within each multi-family community.
31. Amenities should be developed along the boundaries of the Property, excluding future interior boundaries if the Property is split into two or more parcels/lots, or within view of the entrance of the multi-family development(s), as this brings more pedestrian activity to the perimeter of the property or creates prominent view corridors of activity into the Property.

Ballpark Village Gateway Monument

32. A Ballpark Village Gateway Monument Sign shall be installed at the southwest corner of Estrella Parkway and Yuma Road. The size and scale of this monument shall be similar in nature to the Exhibit below which will match the character and theme being established in the greater Ballpark Village.
 - a. The Ballpark Village Gateway Monument Sign and adjacent landscaping at the hard corner of Estrella Parkway and Yuma Road is encouraged to incorporate the theme "Water" as was envisioned in the original Goodyear City Center Southwest; and
 - b. The Ballpark Village Gateway Monument Sign shall be installed with the first phase of development within the Property



I PRIMARY REGIONAL MONUMENT
Scale: 1/2" = 1'-0"

ORDINANCE NO. 2022-1556

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 51.24 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF ESTRELLA PARKWAY AND YUMA ROAD TO BE KNOWN VLUX AT BALLPARK VILLAGE; 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 51.24 acres and is located at the southwest corner of Estrella Parkway and Yuma and is known as VLUX at Ballpark Village as more particularly described in that certain document titled "Legal Description," which document was declared a public record by Resolution No. 2022-2257, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property"); and

WHEREAS, approximately 51.24 acres of the Property is currently zoned Planned Area Development with an underlying land use of Residential and Retail pursuant to Ordinance No. 08-1120 in which the Goodyear City Council conditionally approved the PAD zoning on June 22, 2008, adopting the Goodyear City Center Southwest District Final PAD; and

WHEREAS, the land use designation in the Goodyear 2025 General Plan for the Property was recently amended by Resolution No. 2021-2198 from 'City Center' to 'Neighborhood'; and,

WHEREAS, this request intends to replace the Residential and Retail uses on this property with MF-18 (Multi-Family) subject to modified Development Regulations as established with the "VLUX at Ballpark Village Development Regulations MF-18 with PAD Overlay (September 2022)" which document was declared a public record by Resolution No. 2022-2267; 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 stacked-flats, townhouse style and cottage style multi-family residential project; and

WHEREAS, a Neighborhood Meeting was conducted for this proposal and Notice of the Neighborhood Meeting was provided to property owners within 500 feet of the property on July 12, 2022 and signs advertising the Neighborhood Meeting was posted to the site on July 11, 2022; and,

WHEREAS, the neighborhood meeting took place, in-person, on July 27, 2022 and no formal opposition was 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 signs on the site were 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 14, 2022 and two residents spoke on the matter specifically regarding compatibility with the Village Center Overlay and compatibility with the adjacent Estrella Vista Community; and

WHEREAS, at that meeting the Commission voted (6-0) to recommend approval of the proposed rezoning; 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 signs on the site were 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. 2022-1556 applies to approximately 51.24 acres located at the southwest corner of Estrella Parkway and Yuma Road and legally described in that certain document titled "Legal Description," which document was declared a public record by Resolution No. 2022-2267, 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. REZONING

The Property is conditionally rezoned to the Planned Area Development (PAD) Zoning District with an underlying zoning district of MF-18 with a Planned Area Development Overlay by the adoption herein of that certain document titled "VLUX at Ballpark Village Development Regulations MF-18 with PAD Overlay (September 2022)" which document was declared a public record by Resolution No. 2022-2267, and which is referred to and made a part hereof as if fully set forth in this Ordinance.

SECTION 4. CONDITIONS OF REZONING

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

1. The Property shall be developed in accordance with the requirements of the City of Goodyear Zoning Ordinance as it may be amended from time to time applicable to the Multi-Family Residential Zoning District MF-18, except as modified by the "VLUX at Ballpark Village Development Regulations MF-18 with PAD Overlay (September 2022)", which document was declared

public record by Resolution No. 2022-2267, and which is hereby adopted, referred to and made a part hereof as if fully set forth in this Ordinance and except as modified the stipulations set forth herein; and

2. Approval of the rezoning does not constitute approval of the site plan. All future development will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation; and
3. 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
 - e. The Property Owner/Developer/Lessor shall disclose that the Property is subject to road closures and community events on adjacent public rights-of-way and open spaces.

All final plats and minor land divisions subdividing all or part of the Property and all site plans for development within the Property shall include notes setting forth the foregoing requirements; and

4. Signage shall be posted within all sales and rental office 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
5. Except as otherwise provided herein, Owner shall, at no cost to the city, 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 south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property required for a Scenic Arterial as set forth in the City of Goodyear Engineering Design Standards in effect when the improvements are constructed, which may include but are not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Yuma 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 Yuma 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 Occupancy or any Permanent Certificate of for any structure within the Property; and

6. Except as otherwise provided herein, Owner shall, at no cost to the city, 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 west-half of the section of S. Estrella Parkway along or adjacent to the frontage of the Property required for a Scenic Arterial as set forth in the City of Goodyear Engineering Design Standards in effect when the improvements are constructed, which may include but are not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Estrella Parkway 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 Estrella Parkway 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 any Permanent Certificate of for any structure within the Property; and
7. Except as otherwise provided herein, Owner shall, at no cost to the city, design and construct full half-street improvements, except for the construction of $\frac{1}{2}$ the median and $\frac{1}{2}$ median landscaping, for east-half and north-half of the section of Goodyear Boulevard West and Goodyear Boulevard South along or adjacent to the frontage of the Property required for a Major Collector as set forth in the City of Goodyear Engineering Design Standards in effect when the improvements are constructed, which may include, but are not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Goodyear Blvd 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 Goodyear Blvd 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 any Permanent Certificate of for any structure within the Property; and; and

8. 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 medians that are required under the City of Goodyear Engineering Design Standards to be installed within the sections of Goodyear Boulevard West and Goodyear Boulevard South located along or adjacent to the frontage of the Property. The in-lieu payments required 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
9. Owner has requested that the city abandon excess right-of-way owned by the city located adjacent to the Property that would not be needed for the construction of the half-street improvements of that currently owned by the City. The Goodyear City Council will entertain this request subject to all of the following:
 - a. Owner, at Owner's sole costs and expense for relocating any existing utilities located within the area to be abandoned unless the utilities are located within an area subject to a recorded easement granted to the owner of the utilities and submits an application with all supporting documents, including required utility clearance letters, asking the city to abandon any right-of-way the city owns adjacent to the western boundary of the Property that is not needed for the construction of the Goodyear Blvd Improvements; and
10. Unless the City abandons the Goodyear Blvd Abandonment Area, setbacks shall be measured from the existing western boundary of the Property. No walls and no structures shall be constructed within the Property that violate this setback requirement and no building permits shall be issued for such structures; and
11. If the construction of the Yuma Road Improvements or the Estrella Parkway Improvements requires cutting into the existing median, Owner shall, at Owner's sole cost and expense, salvage all median trees and all other plant material removed from the

median and transplant the salvaged trees and plant material to city right-of-way or other city property as directed by city staff; and

12. Owner is responsible for a proportionate share of the costs of traffic signal at the intersection identified below. Owner shall make an in-lieu payment for the percentage of the full cost of such traffic signal (all four legs) as set forth below:
 - a. 25% of the cost of the full traffic signal (all four legs) at W. Yuma Road and S. Goodyear Boulevard West

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. 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. No Certificates of Completion, Temporary Certificates of Completion or Certificates of Occupancy shall be issued for structures within the Property until the payment(s) required herein have been made; and

13. Owner shall, at no cost to the city, relocate, remove and replace, or modify existing improvements at intersection of S. Estrella Parkway and W. Goodyear Boulevard South to as needed to accommodate the completion of the Yuma Road Improvements and the Estrella Parkway Improvements, including but not limited relocating, removing and replacing, or modifying: existing poles, mast arms, pedestrian push button poles, and ADA ramps; and
14. Owner shall, at no cost to the city, relocate, remove and replace, or modify existing improvements at intersection of S. Estrella Parkway and W. Yuma Road (the existing pole and mast arm) to as needed to accommodate the completion of the Yuma Road Improvements and the Estrella Parkway Improvements, including but not limited relocating, removing and replacing, or modifying: existing poles, mast arms, pedestrian push button poles, and ADA ramps; and
15. Except as otherwise provided herein, Owner shall be responsible for designing and constructing, at Owner's sole costs and expense, all additional infrastructure improvements, including additional traffic signals, identified in any approved Traffic Impact Analysis/Study ("TIA") for the Property as being needed to support the development and occupancy of the Property as rezoned. If an updated TIA reflects the need for any additional traffic signals located within or directly at any intersection

adjacent to the Property, Owner shall make an in-lieu payment to the City towards the cost of the signal. The in-lieu payment will be percentage of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a three-way traffic signal is required were two of the corners of the intersection are adjacent to the Property, Owner would be responsible for 66.67% of the cost of a full traffic signal. 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. 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 additional improvements to be designed and constructed as discussed herein and the in-lieu payment for additional traffic signals 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. If any of the traffic signals identified in an approved TIA for the Property as being needed to support the development of the Property are warranted at the time of development, then, upon the request of the City Engineer or his/her designee, Owner shall, rather than make an in-lieu contribution for a proportionate share of the cost of a full traffic signal(s), construct such full traffic signal(s) subject to reimbursement by the city for the proportionate share of the cost of the signal for which others are responsible. The reimbursements provided for herein are subject to compliance with the requirements of title 34 of the Arizona Revised Statutes governing the use of public funds for the construction or payment of public infrastructure; and
17. Owner, if owned, shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to all of the property rezoned by Ordinance 2022-1538 and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of any Final Plat or the issuance of any construction permits for work within the Property, whichever is earlier; and
18. Any modifications to existing private irrigation facilities as a result of this development shall be coordinated with the appropriate Irrigation District/private owner; and
19. If any of the infrastructure improvements Owner is required to design and construct pursuant to the terms of this Ordinance, including but not limited to the Yuma Road Improvements, the

Estrella Parkway Improvements, or the Goodyear Blvd Improvements, have been constructed or are being constructed by others when development on the Property occurs, Owner shall remit payment(s) to the city for the costs of such improvements. The payment required herein shall be based on the actual cost of the improvement(s) if they have been constructed or if the payment is required before the improvement(s) are completed, the payment shall be based on the estimated cost of the improvement(s) 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 payment required herein shall be made prior to the issuance of construction permits for work on the Property. No Certificates of Completion, Temporary Certificates of Completion or Certificates of Occupancy shall be issued for structures within the Property until the payment(s) required herein have been made; and

20. 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 local laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and
21. 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 water and 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, 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, including but not limited to the Yuma Road Improvements, the Estrella Parkway Improvements, and the Goodyear Blvd Improvements; 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, at no cost to the City, 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.

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, "Official Supplementary Zoning Map No. 22-03," declared a public record by Resolution 2022-2267, 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

This Ordinance shall become effective as prescribed by law.

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:

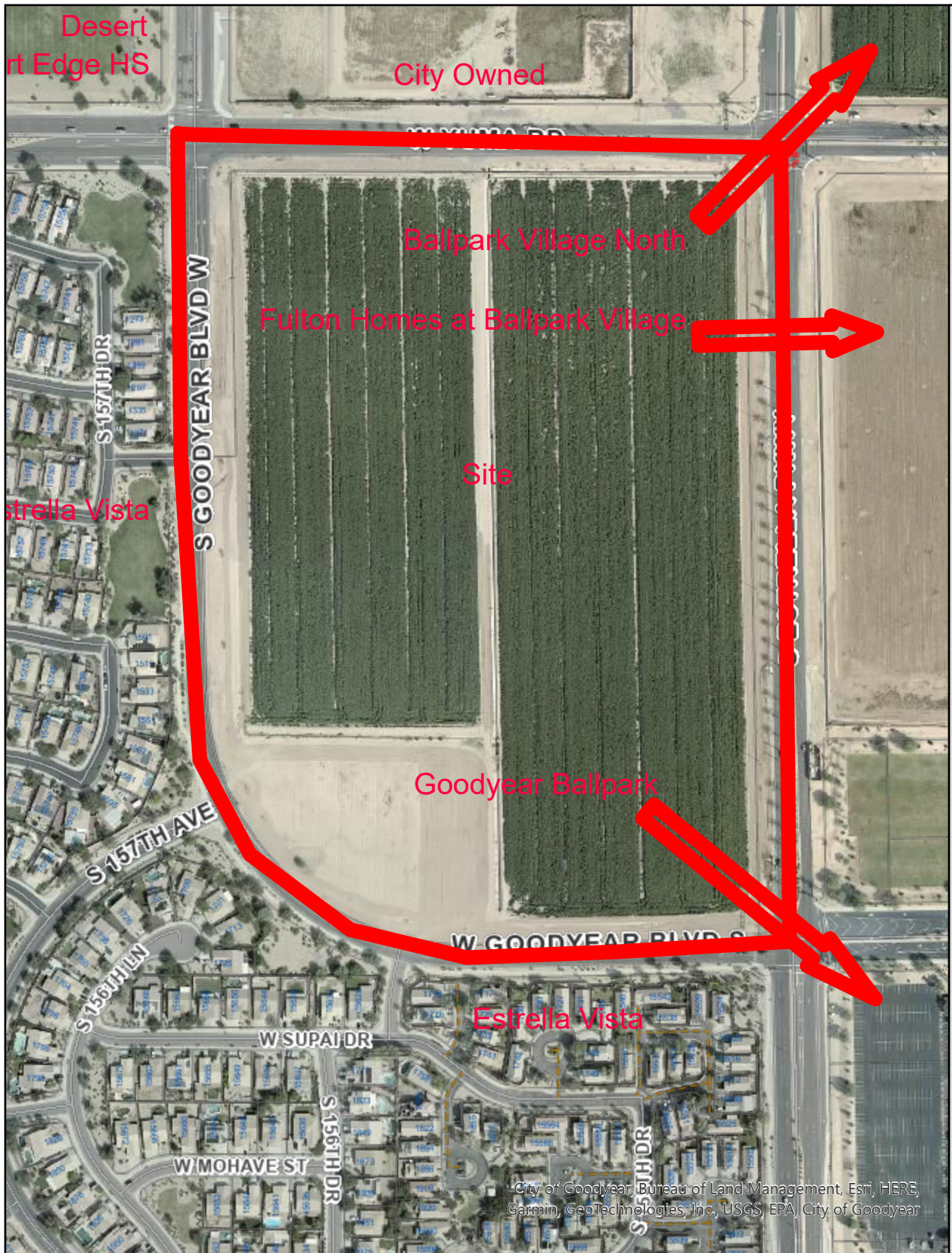
APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

Name of Map: Aerial Exhibit

Description: 22-200-00003



City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc, USGS, EPA, City of Goodyear

VLUX at Ballpark Village



VLUX at Ballpark Village

Rezoning Narrative Report

Southwest Corner of Yuma Road and Estrella Parkway

Case # 22-200-00003

Submitted: August 18, 2022

By:

Beus Gilbert McGroder PLLC

701 N. 44th Street, Phoenix, Arizona 85008

Andy Jochums, Planning Consultant

480-429-3063 -- ajochums@beusgilbert.com

Request

The subject property is located at the southwest corner of Yuma Road and Estrella Parkway and generally consists of approximately 51.24 gross acres (44.24 net acres). *(See Exhibit A, Aerial Vicinity Map and Exhibit B, Aerial Parcel Map)* The property is currently zoned as part of the City Center Southwest District PAD with a designation for Mixed Use with residential as the predominant use with significant height and density permitted. The majority of the property would allow 78 foot heights with 150 foot heights closest to the intersection of Yuma Road and Estrella Parkway. Density could top 55 units per acre.

This request from Hancock Communities for VLUX at Ballpark Village seeks to remove the property from the City Center PAD and separately rezone it Multi-Family Residential (MF-18) with a PAD Overlay, as a stand-alone project pursuant to this document.

Property Overview

Adjacent to the site to the west and south, across Goodyear Boulevard, are existing single family homes within the Estrella Vista project. To the north across Yuma Road is land currently vacant and owned by the City of Goodyear which was formally to be City Hall. To the east, across Estrella Parkway Street is currently vacant but owned by Fulton Homes and recently rezoned to residential. To the southeast is the Goodyear Ballpark.

Plan Conformance

The Goodyear 2025 General Plan designates the property with the Neighborhoods land use category, within a Village Center Overlay and Transit Oriented Development Overlay. Pursuant to the Land Use – Zoning Correlation list found on page 134 of the General Plan, the Neighborhoods land use category allows multi-family zoning; therefore, the request is in conformance with the General Plan Land Use map.

As detailed in the General Plan, “The Neighborhoods category provides areas for the growth and development of neighborhoods. Neighborhoods include a wide range of densities and housing products that suit the needs of existing and future residents. Residential densities in this category are wide-ranging, but the Development Standards guide where specific densities are suitable and the desired form of those residential densities.”

A few of the Goals, Objectives, and Standards within the Goodyear 2025 General Plan that support rezoning of the property for multi-family within the Neighborhoods category are listed below:

Goal GD-1 - Physical Growth and Development

A compatible mix of land uses and diverse destinations that foster a high quality of life with livable and safe neighborhoods with a strong economy that fosters a healthy and sustainable environment.

Goal CC-2 – Community and Cultural Development

A diverse stock of high quality housing that meets the needs of all residents.

Objective GD-1-1 – Land Use

Establish a land use hierarchy and community form that maintains a broad variety of land uses and responds to the community’s vision and needs.

Objective CC-1-1 – Neighborhoods

Create and foster complete neighborhoods.

Objective CC-1-3 – Neighborhoods

Foster the creation and maintenance of attractive, high quality neighborhoods.

Objective CC-2-1 – Housing

Provide diverse and quality housing products.

Policy B Promote higher residential densities near and within the City Center, along the McDowell Road/Interstate 10 commercial corridor, the future Loop 303 corridor south of I-10, and near transit stations.

Land Use and Transportation Plan Development Standards

Standard 1 - Universal Development Standards

All development proposals shall demonstrate their conformance with the applicable stated goals, objectives, and policies contained within the General Plan, and how the development furthers the appropriate implementation of the General Plan.

Standard 2 – Universal Development Standards

While Goodyear encourages quality development throughout the planning area, growth and redevelopment is highly encouraged to locate in areas with existing infrastructure and services, in the City's Redevelopment Area (see Figure 5.7), within walking distance of transit stations, and along existing interstate/freeways.

Standard 26 – Neighborhoods Development Standards

Medium Density Residential. Residential uses with densities greater than 5 dwelling units per acre up to 12 dwelling units per acre, may be considered along arterial roads, adjacent to commercial areas, adjacent to community and regional parks or significant open space areas, adjacent to interstates when appropriately.

Village Center Overlay

Pursuant to the General Plan, "The Village Center Overlay denotes areas that will serve as a center and destination for neighborhoods. It is distinct from other commercial centers as the Village Center district is typically designed in conformance with the principles of Traditional Neighborhood Development (TND), although it is not strictly required. The designation of Village Centers is especially important in a community such as Goodyear which is very long and linear. Village Centers provide commercial, entertainment, and shopping opportunities in a pedestrian-oriented environment that encourages safe and active transport."

As detailed in this rezoning request, additional standards such as minimum residential densities and pedestrian connectivity have been included in this application and will be demonstrated in the subsequent Site Plan in order to meet the intent of the Village Center Overlay. Below are the Standards for Village Center that are met by the project as proposed:

Standard 50. Development in the village center overlay should be pedestrian oriented and walkable/bikeable.

Standard 52. When vertical mixed use development or TND principles are utilized, additional building intensity (such as height and reduced setbacks) and increased residential density may be granted.

Standard 53. Multi-family residential developments are appropriate in the Village Center Overlay. The development shall have strong ties to nearby commercial areas and ample pedestrian access.

Development Plan

Hancock Communities' VLUX at Ballpark Village proposes to combine our successful single-story dwelling unit product with a denser two-story dwelling unit product on the north.

While multi-family in zoning, with multiple dwelling units on a single parcel, VLUX at Ballpark Village is proposed as a horizontal rental community which will function more like a grouping of attached and detached single family homes and is akin to a compact single family subdivision offering central amenities. Buildings will be grouped to create intimate walkways and courtyards to support healthy neighborhood interaction. There will be a main communal area for active recreation central to the development consists of a community swimming pool and spa, a covered ramada, and turf for recreation. Smaller recreation areas will be provided throughout the community for passive recreational activities. Most units offer a small private backyard, similar to a single-family home; however, this yard will be maintained by the site manager, just like the remainder of the property.

VLUX at Ballpark Village will fill the market for those Goodyear residents looking to rent because they are not ready to purchase or they are looking for a lifestyle, like condominium living, that allows them a house and yard without building and property maintenance.

Permitted Uses

Primary and Accessory uses on the property shall be those permitted within the MF-18 district.

Development Standards/Design Guidelines

Development standards shall be those of the MF-18 district with the following deviations.

Minimum Density:

The minimum net residential density of the development on the portion of the site that lies north of Papago Street shall be fourteen (14) units per acre, but pursuant to the MF-18 zoning, shall not exceed eighteen (18) units per acre.

Ensuring a higher density residential product along Yuma Road is commensurate with the General Plan's Village Center Overlay which covers the northern portion of the property.

Setbacks:

The Front setback (30') shall be considered the portion of the property that fronts Yuma Road. Street Side setbacks shall be 30' along Estrella Boulevard and along Goodyear Boulevard.

- In the event a lot split causes the parcel to be split north-to-south into two separate lots, a 20 foot building setback shall be maintained along either side of the interior property line created by the split.

Setback Encroachments:

Building and Patio Encroachments:

Projections on buildings including balconies (covered or uncovered), bay windows, eaves, ornamental features, or similar shall be permitted to encroach into the front and street side setbacks by not more than two (2) feet. Ground floor projections that include patios (covered or uncovered) surrounded by walls that are less than four (4) feet or less in height and include pedestrian gates and paths allowing pedestrian access directly to the adjacent roadway/sidewalks, shall be permitted to encroach into the front and street side setbacks by not more than five (5) feet.

Limited encroachments allow for greater flexibility in building design and allows for more variety in the elevations that face out to the public roadways without unnecessarily limiting the frontage landscape. Additionally, the encroachment at the ground floor will require a pedestrian connectivity element and provide for units to engage with the streetscape.

Perimeter Wall Encroachments:

If utilized, a perimeter wall may be placed within the 30' street setbacks along Yuma Road, Estrella Parkway and Goodyear Boulevard, which also serve as landscape buffers. The perimeter may only encroach a maximum of 10' into the setback and if it does encroach it must be a view wall consisting of no

more than 2' of solid block with view fencing on top of that block. In no instance shall the 30' building setback be reduced.

As with the above building encroachments, limited encroachments allow for greater flexibility in the design and layout. By requiring any encroaching wall to have no more than 2' of solid block, preserves visibility. When combined with the restrictions for allowing this encroaching perimeter view wall, residential units will face outward to the roadways, in support of the TND aspects of the Village Center Overlay in the General Plan. By requiring the building setbacks remain unchanged, this preserves the full landscape buffer of 30' but allows for up to 20' to be on the street side of the wall and the balance still visible through the view fence.

Setback from Single-Family Zoning:

The minimum setback and building separation from a Single-Family Residential Zoning District, as utilized to calculate Building Height, shall be measured from a platted Single-Family residential lot.

The current language within the Zoning Ordinance requires a separation between a multi-family building and a Single-Family Residential Zoning District that varies depending on the building height. In this instance, the Single-Family Residential Zoning District boundary takes place in the middle of the adjacent roadway, so it is more appropriate to measure the separation from an actual platted residential lot.

Requirement for Use of MF-12 Design Guidelines:

For a housing type that consists of detached single-story dwelling units or no more than three (3) attached residential dwelling units with an overall maximum density of 12 units per acre, the Additional MF-12 Zoning District Guidelines, as outlined in Chapter 3, Section 4 of the City of Goodyear Design Guidelines, shall be utilized.

If the housing type is generally consistent with the MF-12 standards and as required above utilizes the Additional MF-12 Zoning District Guidelines, then the following deviations will be permitted from the standards and guidelines:

Reduction in Building Separation Along Perimeter:

A portion of the project applicable to the MF-12 Design Guidelines shall provide a minimum of 15 foot building separation for perimeter dwelling units along the exterior roadways; however, if there is one, the minimum separation for buildings along any perimeter along an interior property line adjacent to a multi-family use, may be reduced to be 10 foot minimum.

Private Yards within Side 20' Setback:

If the adjacent housing type along a side property line is consistent with the MF-12 standards and as required above utilizes the Additional MF-12 Zoning District Guidelines, then the required 20' side setback of the MF-18 Zoning District may be contained (all or a portion of) within a landscaped fenced private yard so long as the private fenced yard is a minimum of 200 square feet.

Use of the required side setback as fenced private yards is justified as it is a traditional element of the MF-12 development and as such is part of the cottage style apartments proposed herein. Such a side property line and requisite setback would also only occur internally and not along one of the street frontages.

Minimum Sidewalk Width:

The minimum width of private sidewalks within VLUX at Ballpark Village shall be four (4) feet. As part of the Site Plan review, the applicant shall demonstrate to the satisfaction of the City that sidewalks of this reduced width occur in areas with limited pedestrian traffic and do not affect ADA requirements.

A multi-family community made up of numerous buildings and amenities on over 50 net acres, such as that proposed for VLUX at Ballpark Village, is crisscrossed by various sidewalks linking all those buildings and amenities to one another. By the nature of the design and layout, some sidewalks will only serve one or a few residential buildings and will carry limited pedestrian traffic. A reduction in sidewalk width, even a minimal one such as that proposed, allows for a reduction in impervious surfaces with a commensurate increase in landscape areas reducing the "heat island" effect. As part of the above language, the developer still has to demonstrate to the satisfaction of City staff that the reduced width from five (5) minimum to four (4) foot minimum is only in locations with limited pedestrian traffic and does not affect compliance with accessible pathways for ADA requirements.

Tandem Parking:

Off-street parking and loading shall comply with Goodyear Zoning Ordinance Article 6, except that tandem parking may be provided on site with the following standards:

- Each of the two (2) parking spaces within each tandem parking space shall be reserved to the same dwelling unit.
- A Parking Plan addressing parking management shall be submitted and approved with the Site Plan. All parking shall adhere to the approved Parking Plan.

By allowing for tandem parking wherein space for a vehicle is provided in a garage and then another space is provided outside that garage on the driveway/apron, there are opportunities to reduce impervious surfacing which support more open space and allows for greater density use of the property.

Building Product Design Standards:

For residential product utilizing the MF-12 Design Guidelines-

- Buildings shall include color schemes that add visual interest and variation to buildings on the site.
- The main body color(s) for the individual homes (residential structures) shall be distinctly different from one another and will not simply utilize varying shades of grey or varying shades of tan to accomplish the three (3) unique colors.
- The accent colors/shades utilized on the individual homes (residential structures) shall add vibrancy to the base color of the home and not simply be a darker, lighter or muted shades/colors/version of the primary homes base color.
- The upper portions of the structure are visible above the perimeter wall height, shall utilize different colors for the trim, facia, siding, recessed features, shutters, pop-outs, etc. compared to the main body color of the home (residential structure) in order to add to the uniqueness and street character of the project.

For residential product utilizing the MF-18 Design Guidelines-

- Residential units which front adjacent streets, shall be pedestrian oriented and include pedestrian gates, walkways, paseos and views into the development. Special design attention and detail should be placed on residential units located near Estrella Boulevard and Yuma Road from a street and layout perspective.
 - o Provide convenience access for pedestrians to walk from their units to the public sidewalk.
 - o Parking shall be predominantly located behind residential buildings and not adjacent to roadways unless integrated creatively within the residential structures.
 - o The preference is for units to face towards Estrella Boulevard and Yuma Road when adjacent to those roadways.

- At least two (2) base colors and three (3) accent colors/materials shall be used throughout the site. The combination of base colors and accent colors/materials shall be used in a manner which creates a minimum of 4 (four) unique building schemes throughout the site.
- The buildings will have color palettes that incorporate a variety colors and not simply shades of grays/browns.
- A variation in roof height is required.

General Design and Layout Considerations:

- A minimum of six (6) pedestrian connections shall be made to the perimeter sidewalks along the northern portions of the Property, creating pedestrian connectivity to Yuma Road.
- A minimum of seven (7) total pedestrian connections to the perimeter sidewalks shall be provided along the eastern portions of the Property, creating pedestrian connectivity with the adjacent Estrella Parkway; a minimum of four (4) of those connections shall be provided south of the Papago Street alignment.
- A minimum of seven (7) total pedestrian connections to the perimeter sidewalks shall be provided along the eastern portions of the Property, creating pedestrian connectivity with the adjacent Estrella Parkway; a minimum of four (4) of those connections shall be provided south of the Papago Street alignment.
- A minimum of four (4) total pedestrian connections to the perimeter sidewalks shall be provided along the western portions of the Property, creating pedestrian connectivity with the adjacent Goodyear Boulevard West; a minimum of two (2) of those connections shall be provided south of the Papago Street alignment.
 - If shade at the above pedestrian connection is provided by a structure, it may be constructed within the landscape setback.
- Where utilized, perimeter walls shall be view walls; however, solid walls for private backyard space may be appropriate for certain units.
- If a perimeter wall is constructed along the boundaries of the property, it shall be cohesive between all residential product types and compliment the overall themes established within the Ballpark Village area including materials and color
- Views into the development are encouraged. If a perimeter wall is constructed along the boundaries of the property, it shall be a combination of view fence and solid fence with view fencing equal to the equivalent of a minimum of two (2) feet of view fence along the top of the wall except where trash enclosures, parking, utilities and mechanical equipment need to be screened or additional buffering is necessary due to the proximity of traffic.

- Pedestrian connections through the parking lot or drive aisles shall be clearly marked with enhanced paving such as pavers, colored concrete or other approved material.

Ballpark Village Gateway Monument:

A Ballpark Village Gateway Monument sign shall be placed at the southwest corner of Bullard Avenue and Yuma Road. The monument shall be constructed substantially to the following graphic or as otherwise determined by the Zoning Administrator to account for site conditions while still matching Gateway monuments constructed within the Ballpark Village region:



Infrastructure

Roadways: Development of the property will require the adjacent streets to be completed with all required travel lanes, curb, gutter, sidewalk and street lighting. Street roadway cross sections shall be determined by the Transportation Master Plan and shall conform to the EDS&PM standard street sections. Estrella Parkway and Yuma Road are denoted as a scenic arterial roads per COG Std. Detail G-3120. Goodyear Boulevard is classified as a City Center Arterial however, we are requesting the roadway be developed as a Major Collector per COG Std. Detail. G-3134 based on reduced traffic volumes and the desire to provide a more pedestrian friendly street.

Drainage: Development of the property includes Yuma Road half-street improvements and retaining the half street runoff onsite. The Project will also involve half street

improvements to Goodyear Boulevard to the south and west of the project. The Goodyear Boulevard half-street will be retained onsite. Onsite, retention will be provided in the form of underground retention tanks and surface basins. All retention systems will be sized for the 100-year 6-hour storm.

Water: The project will be serviced by the City of Goodyear and is located within Zone 1 of the Central Planning Area pressure zone of Goodyear's water service area. The site will connect to an existing 16-inch main in Yuma Road and Estrella Parkway and an existing 12-inch main in Goodyear Boulevard. In total, the project has a max day demand of 220 gpm. The proposed infrastructure will be designed in accordance with the 2016 Integrated Water Master Plan and the 2017 City of Goodyear Engineering Design Standards and Policies Manual.

Sewer: The project lies within the Goodyear WRF Sewer Basin and will be serviced by the City of Goodyear 157th Avenue Water Reclamation Facility. The site will connect to an existing 18-inch main in Estrella Parkway and an existing 12-inch main in Goodyear Boulevard. In total, the project has a peak flow of 0.54 MGD. The proposed infrastructure will be designed in accordance with the 2016 Integrated Water Master Plan and the 2017 City of Goodyear Engineering Design Standards and Policies Manual.

Zoning Ordinance Considerations

Pursuant to Section 1-3-1 D of the Goodyear Zoning Ordinance, zoning map amendments such as this request are to be evaluated for compliance with ten considerations. Below are those consideration and our responses in support of the approval of this request.

- a. consistency with the goals, objectives, policies and future land use map of City's General Plan; consideration of current market factors, demographics, infrastructure, traffic, and environmental issues; and if conditions have changed significantly since the Plan was adopted;

As detailed in the "Plan Conformance" section of this narrative, the proposed zoning is consistent with the Zoning Correlation Table found in the General Plan. As detailed in this narrative MF-12 multi-family zoning is in conformance with the General Plan's Land Use designation of Neighborhoods and as proposed includes elements that present a project that is not only in conformance with the development standards contained within the General Plan for multi-family, but also for the a project within the Village Center Overlay.

- b. suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district;

The subject property is relatively flat and devoid of any topography that would hinder development such as washes, hillsides, natural features that may be worthy of preservation, existing protected wildlife, and existence of high voltage power lines or other utilities. Having been recently farmed, there are existing irrigation canals that will be either abandoned and removed or placed in underground piping.

- c. compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of such things as land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values;

The proposed MF-18 zoning is appropriate on the subject property. As noted above, multi-family zoning is supported by the General Plan designation of Neighborhoods and the Village Center Overlay.

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

As noted previously, the existing zoning is for Mixed Use within the City Center Southwest Sector PAD. The existing zoning allows for multi-family with significant height and density. The majority of the property would allow 78 foot heights with 150 foot heights closest to the intersection of Yuma Road and Estrella Parkway. Density could top 55 units per acre.

Given the transition of the area away from being the "City Center" development at this allowed level of intensity is no longer warranted. While no longer at the intensity planned in the City Center the property will continue to be multi-family and will continue to be encouraged to create a walkable pedestrian-friendly component of the Ballpark Village area.

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

Demand in Goodyear is very high for quality residential, especially in areas such as the subject parcel that are at the confluence of two major roads for easy access. As noted previously the property is already zoned for medium density residential and the rezoning is necessary to allow a different type of this residential.

- f. demands for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public infrastructure and facilities and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools and emergency services facilities and equipment;

Yuma Road, Estrella Parkway, and Goodyear Boulevard adjacent to the subject property appear to need additional improvements before they are "built-out". As we work with the City

of Goodyear on the site plan, we will discuss any necessary improvements, such as deceleration lanes, which will be the developer's responsibility. Water and sewer infrastructure is detailed in the engineering reports submitted with this application and again, the developer will install any necessary improvements to service the proposed use.

As detailed previously, the property already has zoning that allows for residential, but the proposed MF-18 zoning will limit the allowed density and allow for residential units of a different product type. If approved the maximum unit count on the 50+/- gross acre parcel would be reduced from (in excess of) 2,757 to 900. Below is a school impact table using the City's ratios for the proposed MF-18 zoning.

School Type	No. of Res. Units	Student Ratio	No. of Students
Elementary (K-8)	900	0.30 Students/Unit	270
Avondale ES District			
High School	900	0.19 Students/Unit	171
Aqua Fria Union HS District			
Total	900		441

- g. potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided;

Subject property can be considered infill in that it is directly adjacent and surrounded by existing development. Services, such as police, fire, schools, sanitation, are already in the area and servicing this property will not be a burden. Public space is in the immediate area with the Goodyear Ballpark and Desert Edge High School along with Desert Star Elementary School are only a few hundred feet away.

- h. general public's concerns;

As a part of this application notice will be sent to all adjacent property owners within 500-feet of the property as well as any HOAs that are within the notice area. School districts, Luke AFB, ADOT, and any other City identified stakeholders will also be noticed.

- i. whether the amendment promotes orderly growth and development; and,

As described in the General Plan Conformance section and in this section, the rezoning of this property is not adverse to any policies or directives on orderly growth and development.

- j. 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

As of the writing of this narrative, there have been no other unique factors identified.

Exhibit A
Aerial Vicinity Map

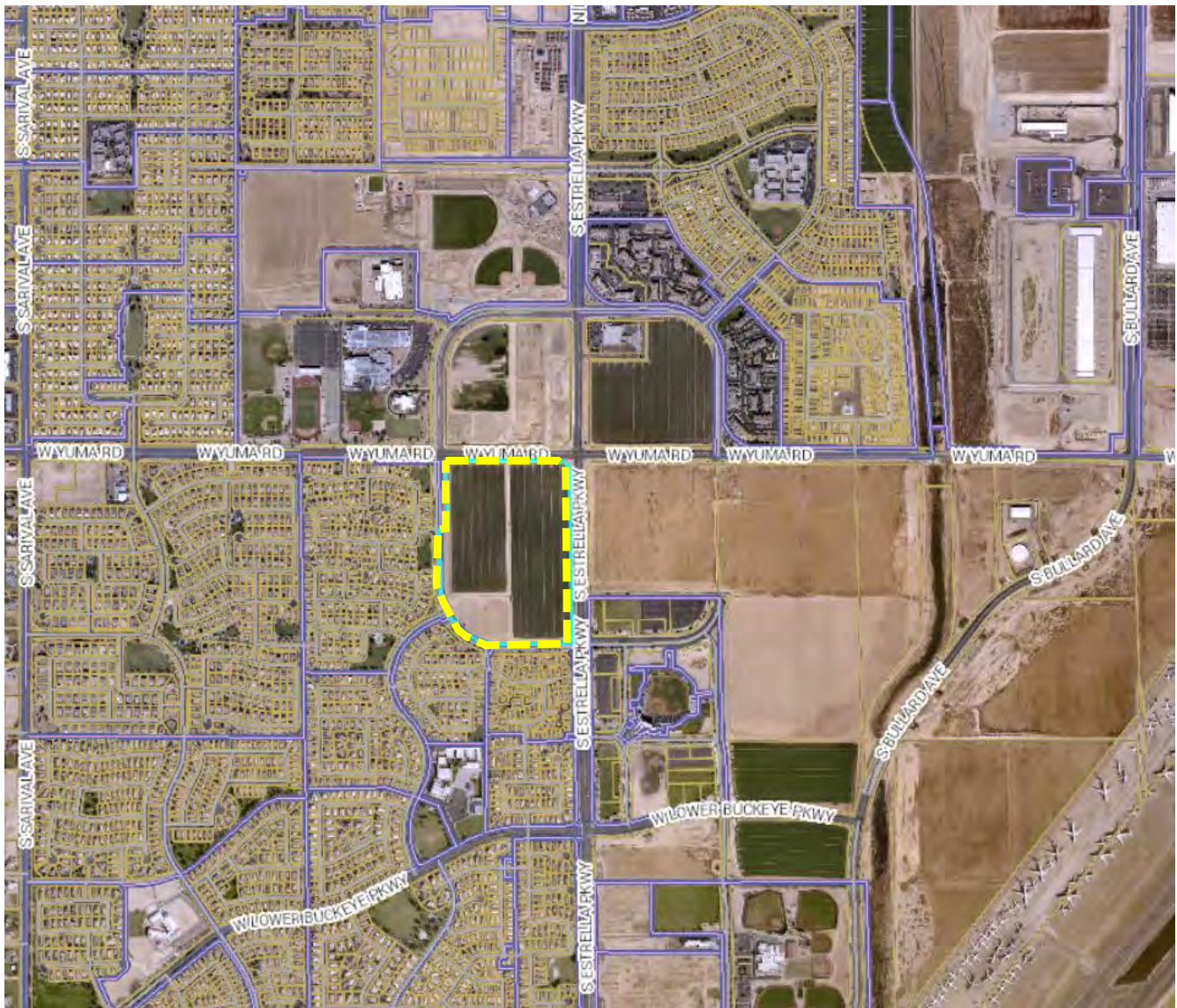


Exhibit B

Aerial Parcel Map



Exhibit C

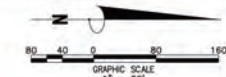
Hancock Communities
VLUX at Ballpark Village

Conceptual Site Plan

(On following page)



HANCOCK
COMMUNITIES



- LEGEND**
- HANDICAP PARKING
 - GARAGES
 - SINGLE STORY (SOUTH HALF)
 - 1-BEDROOM DUPLEX
 - 1-BEDROOM DUPLEX WITH TWO 1-CAR GARAGES
 - 2-BEDROOM UNIT
 - 2-BEDROOM DUPLEX WITH TWO 1-CAR GARAGES
 - 3-BEDROOM UNIT
 - TWO-STORY (NORTH HALF)
 - 1-BEDROOM FOURPLEX
 - 2-BEDROOM DUPLEX
 - 2-BEDROOM FOURPLEX
 - 3-BEDROOM FOURPLEX

BFR UNITS AND PARKING				
	NUMBER OF UNITS	MIX %	PARKING REQUIRED PER UNIT	TOTAL PARKING REQUIRED
1 BEDROOM	50			
1 BEDROOM W/GARAGE	26	26%	1.5	39
2 BEDROOM	87			
2 BEDROOM W/GARAGE	82	65%	2.0	174
3 BEDROOM	14	5%	2.0	28
TOTALS	259	100%		
			REQUIRED MINIMUM BY CITY	26
			REQUIRED GUEST PARKING	480
			TOTAL REQUIRED PARKING BY CITY	506

PARKING PROVIDED	
COVERED PARKING (NON-ADA)	156
COVERED PARKING (ADA)	5
UNCOVERED PARKING (NON-ADA)	143
UNCOVERED PARKING (ADA)	4
ATTACHED GARAGES	108
RESERVED DRIVEWAY SPACES	108
RESERVED DRIVEWAY ACCESS SPACES	80
DETACHED GARAGES	26
OVERALL PARKING PROVIDED	632

CL LENGTH 5,011 LF
MINIMUM BACKYARD DEPTH 12'
BUILDING HEIGHT: 15'

BFR SITE DATA	
GROSS ACRES	28.10
NET ACRES	25.52
GROSS DU/AC	9.22
NET DU/AC	10.15

QUAD UNITS AND PARKING				
	NUMBER OF BUILDINGS	NUMBER OF UNITS	MIX %	TOTAL PARKING REQUIRED
1 BEDROOM	16	64	24%	96
2 BEDROOM DUPLEX	6	12		24
2 BEDROOM QUAD	40	160	64%	320
3 BEDROOM QUAD	8	32	12%	64
TOTALS	70	268	100%	504
			VISITOR PARKING (1/10)	27
			TOTAL PARKING REQUIRED	531

COVERED PARKING (NON-ADA)	275
COVERED PARKING (ADA)	6
UNCOVERED PARKING (NON-ADA)	251
UNCOVERED PARKING (ADA)	6
TOTAL PARKING PROVIDED	538

QUAD SITE DATA	
GROSS ACRES	21.41
NET ACRES	17.27
GROSS DU/AC	12.52
NET DU/AC	15.52

Bowman

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CONCEPTUAL LANDSCAPE
VLUX at BALLPARK VILLAGE
MARICOPA COUNTY
GOODYEAR, AZ

PROJECT NUMBER

PLAN STATUS

DATE DESCRIPTION
DAB FMA DMF
DESIGN DRAIN CHKD
SCALE H: 1/8"=1'-0"
V: NONE
JOB No. 650857-01-001
DATE: 7/22/2022
1
SHEET 1 OF 1

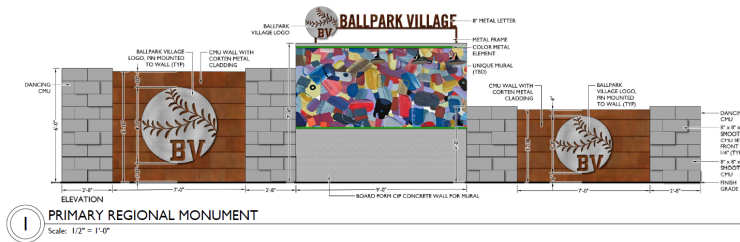


VLUX at Ballpark Village

City Council Meeting
September 26, 2022



- From City Center
- To Village Center
 - Home of the Goodyear Ballpark

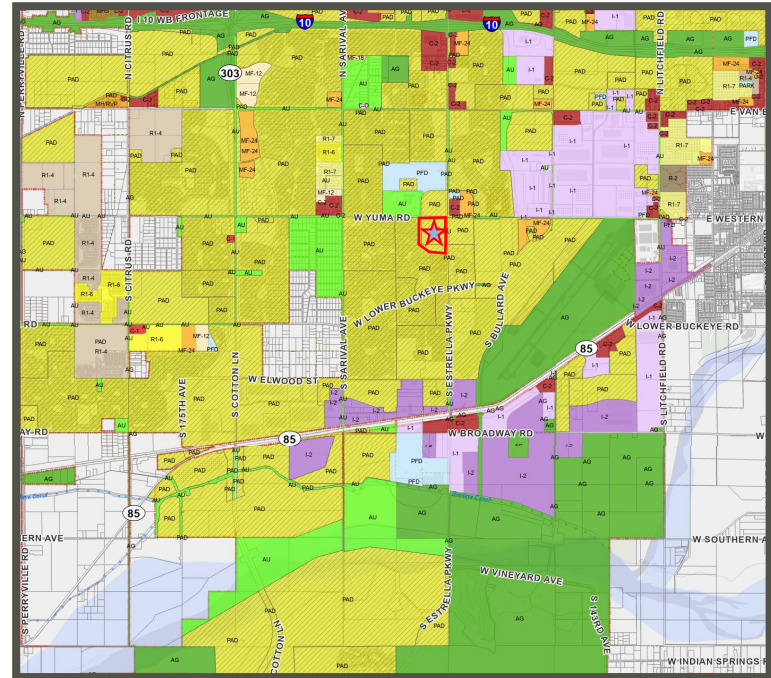


Location



CENTRAL GOODYEAR

- Ballpark Village
 - Southwest corner of Estrella Pkwy and Yuma Rd
 - Approximately 51.24 Acres
 - Currently zoned PAD
 - Underlying Residential and Retail



Specific Location



ZOOMED IN

- SWC of Estrella Pkwy and Yuma Rd

- North
 - Vacant City Parcel
- South
 - Estrella Vista
- East
 - Vacant Fulton Homes
- West
 - Estrella Vista

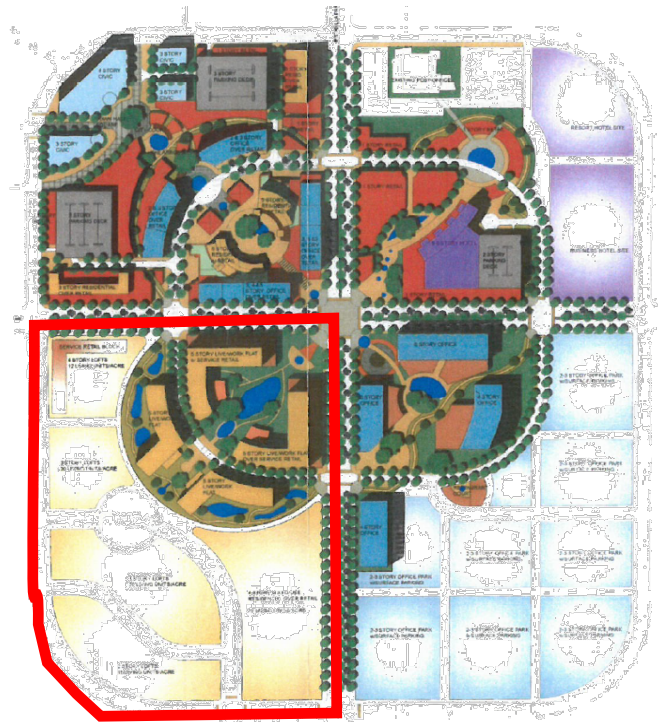


Zoning History and General Plan Amendment History



VLUX AT BALLPARK VILLAGE

- Goodyear Ballpark in 2007
- City Center Northeast in 2008
- General Plan Amendment for City Center in 2021
 - Neighborhood
 - Village Center Designation



Area Multi-Family



I-10 (PAPAGO) TO FUTURE SR 30 – PERRYVILLE TO DYSART



=Established Multi-Family



=Under Construction or
Recently Completed
Multi-Family



=Zoned for Multi-Family



=Developer Interest
in Multi-Family
(Application Submitted)



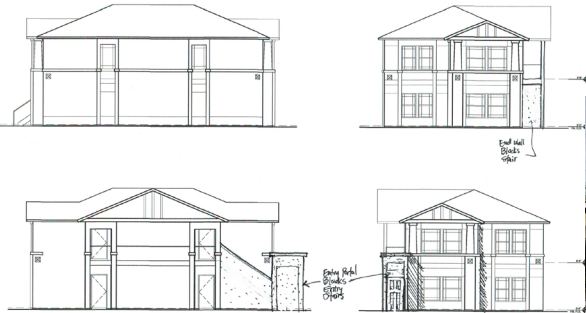
= VLUX at Ballpark Village

Proposal

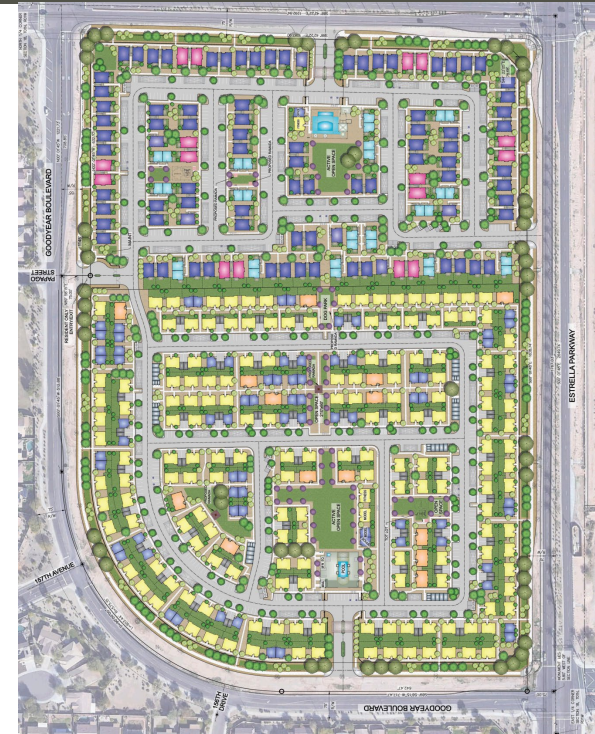


VLUX AT BALLPARK VILLAGE

- MF-18 (Multi-Family 18 units per-acre max) with PAD Overlay
 - Minimum Density of 14 units per acre north of Papago Street



1 BR QUADPLEX (AZ RANCH STYLE)



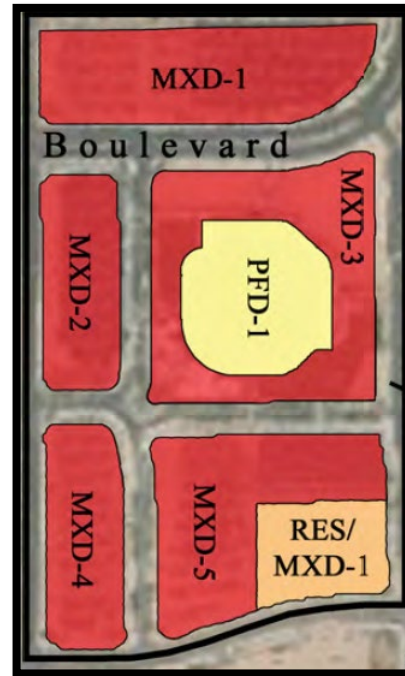
*Images Conceptual In Nature

Ballpark Village

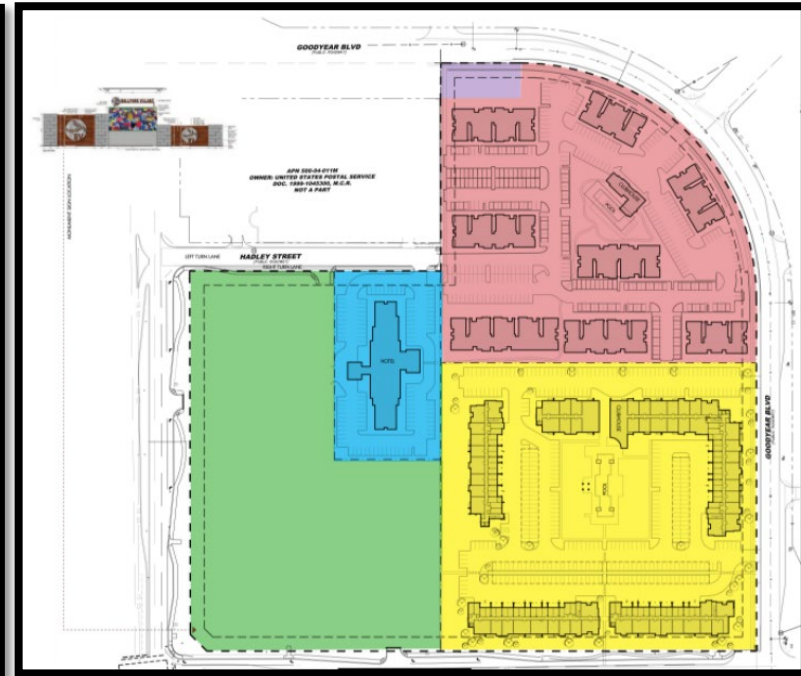


COMMERCIAL AND INTEGRATED MIXED-USE OPPORTUNITIES

- Ballpark Village Core (entitled)
 - 52.98 acres of MXD
- Ballpark Village North (entitled)
 - 9.8 acres of C-2



Ballpark Village MXD "Core"



Ballpark Village North Proposal

*Images Conceptual In Nature

Recommendation

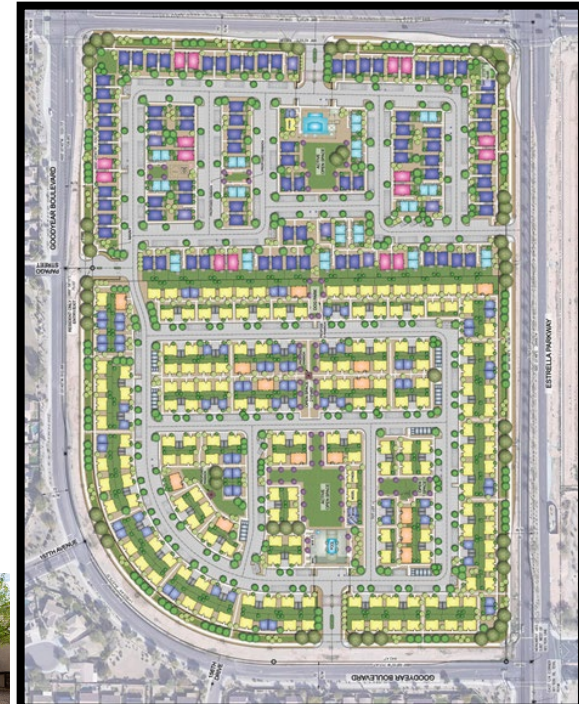


APPROVE SUBJECT TO STIPULATIONS

- Approve Rezone:
 - From Planned Area Development (PAD)
 - Underlying Retail and Residential
- To MF-18 with PAD Overlay
 - Subject to Stipulations



*Images are Conceptual





ITEM #: 5.
DATE: 09/26/2022
AI #:1060



CITY COUNCIL ACTION REPORT

**SUBJECT: TERMINATING SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT FOR LAS PALMAS
AND REZONE APPROXIMATELY 273.71 ACRES LOCATED AT
THE SOUTHWEST CORNER OF CITRUS ROAD AND
ROOSEVELT STREET (LAS PALMAS)**

STAFF PRESENTER(S): Christian M. Williams, Principal Planner

SUMMARY

This is a Public Hearing for and consideration of a request to rezone approximately 273.71 acres located at the southwest corner of Citrus Road and Roosevelt Street to Planned Area Development (PAD), which will consist of underlying zoning districts of R1-4 (Single Family Detached), R1-6 (Single Family Detached), C-2 (General Commercial) and PFD (Public Facilities District) with a PAD Overlay and consideration of termination of an existing development agreement for the property being rezoned. The development will be known as Las Palmas at West Goodyear.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2268, TERMINATING SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LAS PALMAS AND DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1557 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – LAS PALMAS AT WEST GOODYEAR.
2. ADOPT ORDINANCE NO. 2022-1557, 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 THE ORDINANCE. (Christian M. Williams, 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

The proposed rezoning includes 273.71 acres of property generally located at the southwest corner of Citrus Road and Roosevelt Street (the "Property"). The Property is located within West Goodyear and was zoned Las Palmas Final Planned Area Development in 2005 by Ordinance No. 2005-972. The original Las Palmas Final PAD approved in 2005 proposed 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 over the entire Property. The maximum number of residential units that may be developed on this property is stipulated to 750 units. The proposed rezoning includes as a stipulation, the requirement that the existing development agreement that governs the development of the Property be terminated.

STAFF ANALYSIS

Current Policy:

A rezoning request requires public review and vote by the Planning and Zoning Commission and the City Council. The proposed rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area.

Details of the Request:

Rezoning:

The proposed rezoning seeks to replace the current Las Palmas Final Planned Area Development zoning with approximately 137.34 acres of Property rezoned to R1-4 with R1-4 Reduced Development Standards with a PAD Overlay; approximately 91.1 acres of the Property rezoned to R1-6 with R1-6 Reduced Development Standards with a PAD Overlay; approximately 38.16 acres of the Property rezoned to C-2 with a PAD Overlay; and approximately 7.11 acres of the Property rezoned to PFD for a development to be referred to collectively as Las Palmas at West Goodyear. The maximum number of dwelling units that will be developed on the Property will remain at 750, which is what is currently stipulated under the existing zoning.

A PAD Overlay is being requested as it will be utilized to codify the minimum level of residential amenities, connectivity and streetscape elements required in this large master-planned community as well as provide for buffers and lower intensity commercial uses within the larger commercial parcel. The PAD Overlay modifies the foregoing standards as follows:

All R1-4 lots within the development shall: have a minimum lot width of 40 feet; have a minimum depth of 95 feet; have a minimum square footage of 4,275 square feet; have a minimum rear setback of 15 feet; 30% of the lots shall be 45 feet wide; 50% of the lots

shall be at least 115 feet deep and have a minimum rear setback of 20 feet; and have a useable, covered outdoor patio that should be at least 100 square feet covered, with a minimum interior dimension of eight feet covered (a covered patio may encroach up to five feet into a rear setback). The R1-4 lots will adhere to the R1-4 (Single Family Detached) zoning district as modified by the R1-4 Reduced Development Standards, and as further modified by the PAD Overlay.

All R1-6 lots within the development shall: have a minimum lot width of 55 feet; and have a useable, covered outdoor patio that should be at least 100 square feet covered, with a minimum interior dimension of eight feet covered (a covered patio may encroach up to five feet into a rear setback). The R1-6 lots will adhere to the R1-4 (Single Family Detached) zoning district as modified by the R1-4 Reduced Development Standards, and as further modified by the PAD Overlay.

The proposed rezoning requires additional amenity elements, connectivity elements and streetscape elements be provided. The proposed zoning ordinance, attached hereto, includes stipulations requiring these amenity elements, connectivity elements and streetscape elements be provided. They include the following:

To meet the three required Amenity Elements, the development will:

- Adjacent to Community Amenity – Las Palmas is required to provide a 5-acre neighborhood park within ¼ mile walking distance of all dwellings. Las Palmas exceeds this requirement by providing an approximately 9-acre Central Park. However, this park would not be located within ¼ mile walking distance of all dwelling units. In order to satisfy the ¼ mile walking distance requirement, four additional Pocket Parks will be spread throughout the site, providing an additional approximately 4.5 acres of total park area with at least one of the parks being located within a ¼ mile walking distance of all lots. The Pocket Parks will provide additional improved park space in closer proximity to residents who live farther away from the Central Park.

Pocket Park West (1.6 acres) will be located in the R1-6 portion of the Project. Pocket Park East (1.4 acres), Pocket Park North (0.56 acres), and Pocket Park South (1 acre) will be located in the R1-4 Reduced portion. Each pocket park will include a tot lot, shade pavilion with a picnic table and barbeque grill, seating or lounge area, and walkways. Bicycle racks will be included at the Pocket Parks to accommodate non-motorized transportation within the community. In addition to the significant amenities in these park locations, detention basins adjacent to parks throughout the Project will be improved with benches and turf activity lawns to facilitate gatherings and recreation. In totality, Las Palmas will provide approximately 25% of the net residential area as open space, which significantly exceeds the 15% minimum requirement.

If a portion of the residentially zoned property is donated as a public elementary or middle school, then the Central Park may be reduced to seven acres.

- Additional Park Space – The Project includes an approximately 9-acre Central Park to provide accessible amenities throughout Las Palmas that appeal to residents of all ages. In particular, the Central Park will include a centrally located pool area with parking, showers, a pool deck with lounge chairs, and restrooms; dining pavilion; athletic courts and fields; game areas; trail connections; walkways; and benches. The Central Green within the Central Park will add an event pavilion for a variety of uses, including movie nights and holiday and birthday celebrations and a tot lot with a shade sail. Bicycle racks

will be included at the Central Park and Pocket Parks to accommodate non-motorized transportation within the community.

- Adjacent to Community Amenity – The developer shall construct an 8-foot wide decomposed granite trail along the RID Canal and the trail will connect from Citrus Road to Van Buren Street and provide a connection to the north-south trail along the western portion of the residential Project. The trail shall be owned and maintained by the HOA that is to be formed, but shall be available for use by the general public and an easement shall be dedicated to the City of Goodyear, in a form acceptable to the City Attorney or his/her designee, that allows for such public use.

In order to meet the four required Connectivity Elements, the development will:

- Be Considered In-fill – The Project is considered in-fill due to its location within the City of Goodyear.
- Trail System Connections – An eight-foot wide decomposed granite trail will run along the western portions of the residential Project and connect from Roosevelt Street to the future RID Canal trail. This external trail will connect the Project to the greater current and future trail systems in Goodyear and Maricopa County. The trail shall remain ungated and open to the public and provide a connection to Citrus Road and the future RID Canal Trail. At least one connection from the residential portions of the development shall connect to this western north-south trail.
- Smaller Blocks – The block lengths within the R1-4 (Single Family Detached) Residential Zoning District will not exceed 660 feet between separations for streets or open space.
- Lot Diversity – At least 30% of the proposed lots within the R1-4 (Single Family Detached) Residential Zoning District will exceed the minimum lot width by at least 5 feet for the zoning district.

The Streetscape Elements are not finalized until the preliminary plat review. However, in order to meet the four Streetscape Elements, the development is proposing the following:

- Porches and Courtyards – Homes within the zoning district will have a front porch, and at a minimum 50% of those homes will have a front porch in excess of 48 square feet. Covered porches can include a slatted roof or other roof design alternative, if it is an integrated, significant architectural feature with columns that are complimentary to the style of the home.
- Decorative Paving – Decorative paving (such as pavers but not stamped asphalt) will be provided for all horizontal paved surfaces between the house and the sidewalk.
- Detached Sidewalks – Local streets within the zoning district will include detached sidewalks with 5.5-foot planters, partially within a sidewalk easement. A minimum of one tree shall be provided within the planter for each residential lot that faces a planting area. Planter strips will be planted, irrigated, and then maintained by the HOA.
- West Goodyear Elements –
 - o Entries to the Project off of Van Buren Street, Citrus Road, and Roosevelt Street are surrounded by significant open space areas that will be landscaped consistent with an agrarian theme, including olive and/or palm groves, and will provide an inviting streetscape with decorative paving (not stamped asphalt) and a sense of arrival for residents and visitors as they enter the Project. See Exhibits 10(A-C) for entry features.
 - o Las Palmas will employ agrarian theming around its parks with split rail (or cable rail) fencing at park entrance features to reflect the historic agricultural character of the area as well as split rail (or cable rail) fencing as an accent along Citrus Road.

- o Citrus Road frontage will include a nine-foot wide landscape strip with shade trees planted 25 feet on center adjacent to curb and gutter and an eight-foot wide concrete sidewalk adjacent to the landscape strip.
- o “West Goodyear” identification will be included on the Project’s entry monumentation as well as at the corner of Citrus Road and Roosevelt Street to help tie the Project into the overall character of ongoing development in this portion of Goodyear.

Commercial development will adhere to the C-2 (General Commercial) Development Standards, as modified by the PAD Overlay. Commercial buildings will maintain a maximum building height of 30 feet as opposed to the 56 feet designated within the C-2 (General Commercial) zoning district. Additional Prohibited uses include: Adult bookstore, adult novelty store and adult theater, Bus terminals, Cleaning and dying plants, Hotels and motels, Pawn shop and Taxidermist. Additional Permitted uses include: Indoor Equipment Rental; brewpubs; and storage buildings. Storage buildings will be an allowed use on no more than 20% of the site and must be located on the northern half of the commercial site; additional design requirements for storage are included within the PAD Overlay. If the commercial site is developed adjacent to the residentially zoned district to the immediate west, then an 80-foot-wide landscape buffer shall be required on the commercial property.

Termination of Development Agreement:

Over the years, the city and the owners of the Las Palmas property have entered numerous agreements and amendments thereto, concerning the development of the Property. Various events have occurred since the effective date of the Existing Las Palmas Development Agreement that impact terms in the agreement. Moreover, the proposed rezoning of the Las Palmas property requires the imposition of additional development obligations and/or modifications of terms of the Existing Las Palmas Development Agreement. Rather than amend or replace the Existing Las Palmas Development Agreement, the Existing Las Palmas Development Agreement is to be terminated as a condition of the re-zoning and the outstanding obligations, including the triggers for the construction of certain on-site and off-site street improvements, are being included as conditions of the rezoning.

Evaluation Criteria for the Rezoning:

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 proposed land plan is consistent with the current General Plan land use designation in terms of land use location and density. With the adoption of the City of Goodyear’s General Plan “Goodyear 2025” the Project Site was given a land use designation of “Neighborhood” which is defined as: “Provides areas for the growth and development of neighborhoods. Neighborhoods include a wide range of densities and housing products, public and community facilities such as schools and places of worship, and commercial uses at appropriate intensities and locations.”

A key element in this description is the allowance for a wide range of densities and housing products. The General Plan promotes flexibility so that development can be responsive to changing and evolving housing needs in the City. It also allows for

homebuilders to be creative in the type of communities they develop. Las Palmas should meet the City's intent to provide a diversity of housing options by providing homes on a variety of lot sizes, within a community of enhanced design and amenities. The applicant has indicated that this variety is sought after by many homebuyers. Las Palmas should also provide a sought after location, within a portion of the city that enjoys close access to employment and transportation.

As part of the City of Goodyear's General Plan "Goodyear 2025" Chapter 8 – Land Use and Transportation Plan, clearly defined "Development Standards" are set forth. The Development Standards that apply to the project will be met and the plan intent is in Conformance with the City of Goodyear's General Plan "Goodyear 2025". Additional objectives, goals and standards can be found in the applicant's narrative, attached hereto.

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

The property has no significant natural or built constraints and therefore provides a suitable location for a residential community with association non-residential uses.

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

Las Palmas is located in West Goodyear with adjacent properties reflecting similar zoning designations. Parcels that are within the City's boundaries are either currently zoned or being rezoned to smaller single-family residential units. This includes Amber Meadows, Paseo Place and La Jolla Vista. Parcels along the northern boundary are larger lot single family residential units. The development of Las Palmas will provide and improve the necessary infrastructure including construction of collector and arterial roadways and extension of sewer service to West Goodyear. The surrounding properties in general will benefit from the future high-quality residential community. Current and future uses and development of the properties surrounding the subject property include:

North – County island, homes and vacant agricultural lands largely zoned RU-43/city equivalent to AU (Agricultural Urban);

South – County island, largely vacant agricultural lands largely zoned RU-43/city equivalent to AU (Agricultural Urban), Amber Meadows (zoned PAD);

East – Innovation Centre (zoned PAD) business park and retail uses;

West – County island, homes and vacant agricultural lands largely zoned RU-43/city equivalent to AU (Agricultural Urban);

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.

Las Palmas is consistent and compatible with other land uses existing and entitled within the immediate area. The property is located within an area that was planned for low and medium density residential uses.

The jurisdiction along the western boundaries are within unincorporated Maricopa County and are zoned RU-43 with single family homes. In order to provide a sensitive transitional space between these larger lots and proposed development, Las Palmas will provide open space buffers and trail systems along the western

portions of the property. Where commercial is proposed, an 80-foot-wide landscape and drainage buffer shall be installed on the western boundary of the C-2 Parcels in order to buffer the single family residential from the C-2 Parcels.

The proposed community is in line with the City's General Plan principles. The City of Goodyear's 2025 General Plan Land Use Map classifies the property as "Neighborhood." The "Neighborhood" land use is intended to provide for the growth and development of residential neighborhoods providing diversity of densities and housing products up to five dwelling units per acre.

Luke Air Force Base:

The property does not fall within the Luke Air Force Base Accident Potential Zone or the 65 DNL. However, the property does fall within the Luke Air Force Base Military Vicinity boundary and is adjacent to the 65 DNL. As such, the development has graduated residential densities away from the noise contour and continues to adhere to the maximum unit count of 750 as previously approved by Luke AFB. Additionally, public disclosure statements shall be required as a condition of approval.

Phoenix-Goodyear Airport:

The property does not fall within the Phoenix-Goodyear Airport DNL but is partially located within the traffic pattern airspace for the airport.

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.

As provided by the applicant, the current Arizona housing market indicates the Phoenix Metro area needs over 500,000 homes to meet the current demand. A growing trend has demonstrated that the request for more narrow lots is reflected not just in West Goodyear, but across the Valley. This does not necessarily mean that the home sizes are decreasing but rather indicates homebuyers want less property to maintain. By adjusting to market demand, this will allow lots to sell more quickly, bringing more residents into Goodyear sooner and contribute to the City's tax base.

The applicant further indicates that the proposed decrease in lot widths expands the percentage of this market segment with a more proportional distribution in West Goodyear. Las Palmas has been designed to be consistent with the City's goals to provide a sustainable and varied residential community that will be a cornerstone in the West Goodyear area. High quality not only speaks the physical building, but to the high quality of life that Las Palmas brings with it planned amenities. Recent West Goodyear development activity with Paseo Place and La Privada show the interest in providing new residential units in West Goodyear.

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

School Districts:

The subject property is located within the Liberty Elementary School District and the Buckeye Union High School District. Both school districts have been notified of the rezoning request.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest Path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
Fire Station #184	7.32	3.66	9.83	4.91	Fire Station #181	10.02	5.01	12.53	6.26

Police Response:

The proposed development is located within an existing police patrol beat and the current level of service within the beat can accommodate the development of the property.

Streets/Transportation:

The property will be accessed from Roosevelt Street, Citrus Road and Van Buren Street. The Engineering Department has created stipulations to address traffic issues caused by the development of this property. Those stipulations address traffic signals, roadway construction and access to needed and adjacent streets.

Water/Wastewater:

The subject property will be served by a private provider for potable water and the city of Goodyear for wastewater.

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

The property is located near existing or planned Cost Recovery Ordinance public services. There should be no potential adverse fiscal impacts resulting from development of this property conducted in conformance with the City's development regulations and cost recovery ordinances.

8. General public concerns.

Public Participation, Public Comment and Planning and Zoning Commission Meeting:

An in-person Neighborhood Meeting was conducted for this proposal and Notice of the Neighborhood Meeting was provided to property owners within 500 feet of the property on May 24, 2022; signs advertising the Neighborhood Meeting were placed on the site on June 9, 2022. The neighborhood meeting took place on June 28, 2022. Since the neighborhood meeting and the time of the writing of this staff report, no formal opposition has been received regarding this rezoning.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on September 14, 2022 appeared in the Arizona Republic Southwest Valley Edition August 26, 2022; postcards were mailed to adjoining owners on August 27, 2022; and signs were posted on the site on August 29, 2022.

On September 14, 2022, the Planning and Zoning Commission held a public hearing for this item. After the staff presentation, the Planning and Zoning Commission voted (6-0) to recommend approval, subject to the proposed stipulations and the inclusion of 34 addressing the development of the PFD Parcel. The new stipulation states, "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.”

9. Whether the amendment promotes orderly growth and development.

This zoning amendment requires consistency with the City’s General Plan, compatibility with the surrounding zoning and promotes orderly growth and development as part of the West Goodyear Area. As development continues to grow from the southeast of the project including Paseo Place, Pradera, La Privada, Las Ventanas and Amber Meadows, the development of Las Palmas allows expansion of public infrastructure and development sequentially to its western boundary particularly related to regional drainage, water, and wastewater expansion.

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.

The proposed development on the property will have a positive impact to the general health, safety, and welfare of the citizens of the City by providing a safe and planned community within the West Goodyear area.

Staff Findings:

As set forth herein, the proposed zoning is both consistent with the General Plan and will not adversely impact the surrounding area. Because Ordinance No. 2022-1557 includes, as conditions of approval, stipulations regarding infrastructure obligations and other development related matters that were addressed in the Existing Las Palmas Development Agreement, this agreement (the Second Amended and Restated Development Agreement for Las Palmas recorded at MCR No. No. 2016-0285130) is no longer needed and needs to be terminated.

Attachments

Resolutions and Exhibits

Ordinance

Aerial Exhibit

Narrative

Presentation

RESOLUTION NO. 2022-2268

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, TERMINATING SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LAS PALMAS AND DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1557 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – LAS PALMAS AT WEST GOODYEAR.

Be it resolved by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, as follows:

SECTION 1 TERMINATION OF DEVELOPMENT AGREEMENT

The Mayor and Council of the City of Goodyear hereby approve and authorize the termination of the Second Amended & Restated Development Agreement for Las Palmas recorded at MCR No. 2016-0285130 as set forth herein:

- The City Manager is authorized to execute a Termination of Las Palmas Development Agreement substantially in the form attached hereto as Exhibit H subject to any modifications needed to effectuate the termination of the agreement as approved by the City Attorney or his designee; and
- The Termination of Las Palmas Development Agreement shall be recorded in the Official Records of the Maricopa County Recorder but shall not be recorded until the deadline for referring Ordinance 2022-1557, which is thirty (30) days from the date the ordinance is adopted by the City Council and made available to the public.

SECTION 2. DECLARATION OF PUBLIC RECORDS

That certain document titled “Official Supplementary Zoning Map No. 22-02 City of Goodyear, AZ – Rezone Case,” a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That a certain document titled “Las Palmas Overall Zoning Exhibit,” a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

That a certain document titled “Reduced R1-4 Zoning Description,” a copy of which is attached hereto as Exhibit C, is hereby declared a public record.

That a certain document titled “Reduced R1-6 Zoning Description,” a copy of which is attached hereto as Exhibit D, is hereby declared a public record.

That a certain document titled “C-2 Zoning Description,” a copy of which is attached hereto as Exhibit E, is hereby declared a public record.

That a certain document titled “PFD Zoning Description,” a copy of which is attached hereto as Exhibit F, is hereby declared a public record.

That certain document titled "Las Palmas at West Goodyear PAD Overlay (September 2022)," a copy of which is attached hereto as Exhibit G, is hereby declared a public record.

SECTION 3. PURPOSE OF DECLARATION

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2022-1557.

SECTION 4. COPIES FILED WITH THE CITY CLERK

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 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, by a _____ vote, this _____ day of _____, 20_____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-02

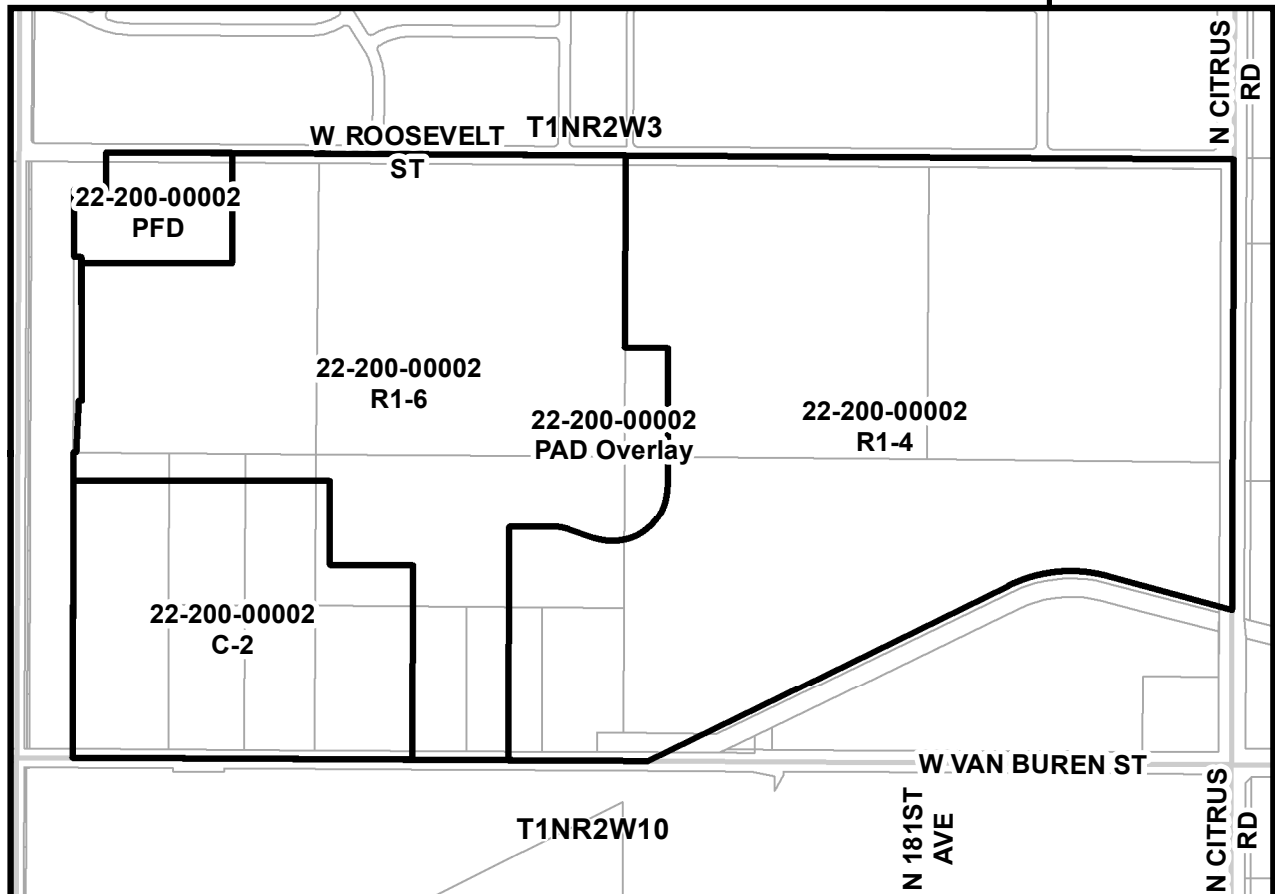
AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF
THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO. _____,
PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA,
THIS _____ DAY OF _____, 2021.

MAYOR

CITY CLERK

SUBJECT PROPERTY:

**A portion of the South Half of Section 3, Township 1 North,
Range 2 West of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona.**



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT
A

REZONE FROM PAD TO C-2, PFD, R1-4, R1-6
W/ PAD Overlay 22-200-00002

DATE:
August 2022

EXHIBIT “B”

Las Palmas Overall Zoning Exhibit

THAT PORTION OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, BEING MARKED BY BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 3 BEARS NORTH 89 DEGREES 38 MINUTES 30 SECONDS WEST AT A DISTANCE OF 2641.08 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 3 NORTH 89 DEGREES 38 MINUTES 30 SECONDS WEST 2399.38 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST 1334.46 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 05 SECONDS EAST 10.77 FEET;

THENCE NORTH 03 DEGREES 03 MINUTES 05 SECONDS EAST 223.04 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 55 SECONDS EAST 14.52 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 58 SECONDS WEST 625.63 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 16 SECONDS WEST 30.23 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 42 SECONDS EAST 291.18 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST 138.30 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 09 SECONDS EAST 168.00 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 3, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HAND HOLE BEARS NORTH 89 DEGREES 39 MINUTES 02 SECONDS WEST AT A DISTANCE OF 380.00 FEET;

THENCE ALONG SAID EAST-WEST MID-SECTION LINE SOUTH 89 DEGREES 39 MINUTES 02 SECOND EAST 2266.35 FEET TO THE CENTER OF SAID SECTION 3;

THENCE CONTINUING ALONG SAID EAST-WEST MID-SECTION LINE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST 2644.40 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HAND HOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HAND HOLE BEARS SOUTH 00 DEGREES 17 MINUTES 12 SECONDS WEST A DISTANCE OF 2641.13 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTH HALF OF SAID SECTION 3, SOUTH 00 DEGREES 17 MINUTES 12 SECONDS WEST 1967.84 FEET TO THE NORTH LINE OF THE ROOSEVELT IRRIGATION DISTRICT CANAL RIGHT OF WAY;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 74 DEGREES 48 MINUTES 31 SECONDS WEST 555.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 626.02'

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41 DEGREES 06 MINUTES 04 SECONDS, A DISTANCE OF 449.07 FEET;

THENCE SOUTH 64 DEGREES 05 MINUTES 56 SECONDS WEST 1784.43 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 3;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 3, NORTH 89 DEGREES 40 MINUTES 58 SECONDS WEST 102.84 FEET TO THE SAID SOUTH QUARTER CORNER OF SECTION 3 AND **THE POINT OF BEGINNING.**

SAID PARCEL CONTAINS 11,922,560 SQUARE FEET OR 273.7112 ACRES, MORE OR LESS.

EXHIBIT "C"
REDUCED R1-4
ZONING DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST, 2642.22 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 2138.32 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 21 MINUTES 30 SECONDS EAST, 1016.63 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 30 SECONDS EAST, 196.47 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18 DEGREES 27 MINUTES 06 SECONDS, AN ARC LENGTH OF 64.41 FEET;

THENCE SOUTH 71 DEGREES 11 MINUTES 24 SECONDS EAST, 117.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 240.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO LEFT, THROUGH A CENTRAL ANGLE OF 108 DEGREES 27 MINUTES 38 SECONDS, AN ARC LENGTH OF 454.32 FEET;

THENCE NORTH 00 DEGREES 20 MINUTES 58 SECONDS EAST, 605.80 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 02 SECONDS WEST, 190.00 FEET;

THENCE NORTH 00 DEGREES 20 MINUTES 58 SECONDS EAST, 840.00 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 3;

THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST, ALONG SAID EAST-WEST MID-SECTION LINE, 2648.55 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 3, SAID CORNER BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, SOUTH 00 DEGREES 17 MINUTES 12 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, 1967.84 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ROOSEVELT IRRIGATION DISTRICT CANAL;

THENCE DEPARTING SAID EAST LINE, NORTH 74 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 555.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 626.02 FEET;

THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41 DEGREES 06 MINUTES 04 SECONDS, AN ARC LENGTH OF 449.07 FEET;

THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 64 DEGREES 05 MINUTES 56 SECONDS WEST, 1748.43 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DIVISION BRASS CAP IN A HAND HOLE BEARS SOUTH 89 DEGREES 40 MINUTES 58 SECONDS EAST, 2543.26 FEET;

THENCE NORTH 89 DEGREES 40 MINUTES 58 SECONDS WEST, ALONG SAID SOUTH LINE, 102.84 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3, SAID CORNER BEING MARKED BY A BRASS CAP IN A HAND HOLE;

THENCE DEPARTING SAID SOUTH LINE, NORTH 89 DEGREES 38 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 502.76 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 5,982,697 SQUARE FEET, OR 137.3438 ACRES MORE OR LESS.

EXHIBIT "D"
REDUCED R1-6
ZONING DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST, 2642.22 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1721.71 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST, 845.57 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 02 SECONDS WEST, 362.77 FEET;

THENCE NORTH 00 DEGREES 20 MINUTES 32 SECONDS EAST, 370.64 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS WEST, 1118.10 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST, 124.59 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 05 SECONDS EAST, 10.77 FEET;

THENCE NORTH 03 DEGREES 03 MINUTES 05 SECONDS EAST, 223.04 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 55 SECONDS EAST, 14.52 FEET;

THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, 417.48 FEET;

THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS WEST, 182.12 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST, 657.26 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 09 SECONDS EAST, 485.21 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 3;

THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST, ALONG SAID EAST-WEST MID-SECTION LINE, 1712.48 FEET;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, SOUTH 00 DEGREES 20 MINUTES 58 SECONDS WEST, 840.00 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST, 190.00 FEET;

THENCE SOUTH 00 DEGREES 20 MINUTES 58 SECONDS WEST, 605.80 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 240.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 108 DEGREES 27 MINUTES 38 SECONDS, AN ARC LENGTH OF 454.32 FEET;

THENCE NORTH 71 DEGREES 11 MINUTES 24 SECONDS WEST, 117.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18 DEGREES 27 MINUTES 06 SECONDS, AN ARC LENGTH OF 64.41 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 30 SECONDS WEST, 196.47 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 30 SECONDS WEST, 1016.63 FEET TO SAID SOUTH LINE;

THENCE NORTH 89 DEGREES 38 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH LINE, 416.62 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 3,968,154 SQUARE FEET, OR 91.0963 ACRES MORE OR LESS.

EXHIBIT "E"
C-2
ZONING DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST, 2642.22 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 241.70 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST, 1209.88 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS EAST, 1118.10 FEET;

THENCE SOUTH 00 DEGREES 20 MINUTES 32 SECONDS WEST, 370.64 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST, 362.77 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 33 SECONDS WEST, 845.57 FEET TO A POINT ON SAID SOUTH LINE;

THENCE NORTH 89 DEGREES 38 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH LINE, 1480.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,662,117 SQUARE FEET, OR 38.1570 ACRES MORE OR LESS.

EXHIBIT "F"
PFD
ZONING DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHWEST QUARTER CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE BEARS SOUTH 00 DEGREES 12 MINUTES 33 SECONDS WEST, 2642.22 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 3, 380.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST-WEST MID-SECTION LINE, SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST, 550.00 FEET;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, SOUTH 00 DEGREES 14 MINUTES 56 SECONDS WEST, 485.27 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 02 SECONDS WEST, 657.46 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 22 SECONDS EAST, 26.00 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 16 SECONDS WEST, 30.23 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 34 SECONDS EAST, 291.18 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST 138.30 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 09 SECTIONS EAST, 168.00 FEET TO A POINT ON SAID EAST-WEST MID-SECTION LINE AND THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 309,908 SQUARE FEET, OR 7.1145 ACRES MORE OR LESS.

Exhibit G

Las Palmas at West Goodyear PAD Overlay

September 2022

PERMITTED USES

R1-4 (Single Family Detached) with Reduced Development Standards

The permitted uses within the portion of the Property zoned R1-4 (Single Family Detached) Residential Zoning District with Reduced Development Standards (hereinafter the "R1-4 Property") shall be the uses permitted in the R1-4 (Single Family Detached) Residential Zoning District as set forth in Section 3-2-2 of the Goodyear Zoning Code as it may be amended except as follows:

1. A water campus for a potable well shall be a permitted use
2. An interior suite with an accessory cooking facility (second kitchen) ("Interior Suite") shall be permitted as an accessory use to a single family detached residential unit if the following conditions are met:
 - A. Only one Interior Suite shall be permitted per lot and it shall be located on the ground floor; and
 - B. The Interior Suite shall be attached to and a part of the single-family residential unit and must be under the same roof as the residential unit; and
 - C. Utility services for the Interior Suite shall not be metered separately from the residential unit; and
 - D. At least one internal doorway shall be provided between the Interior Suite and the remainder of the residential unit; and
 - E. An Interior Suite shall not have a private yard area that is fenced or walled off from the remainder of the lot. This requirement shall not prohibit required pool fences, fenced in animal areas, garden fencing, or other fencing used for purposes other than providing a private yard for the Interior Suite; and
 - F. An Interior Suite shall not have a parking space served by a driveway separated and apart from the driveway and parking areas provided for the remainder of the residential unit; and
 - G. An Interior Suite shall not provide separate mail service or have a separate address from the residential unit. Elevations on the residential unit must minimize any secondary entry visible from the street and have the appearance of a single-family home. Entry from a second garage in a shared driveway fulfills this requirement.

In the event any future modifications to the Goodyear Zoning Ordinance permit an accessory use similar in concept to the Interior Suite described herein and the requirements for such accessory use differ than those set forth above, then the owner of the Property may elect to be subject to the Goodyear Zoning Ordinance as modified or may continue to adhere to the requirements set forth in this Ordinance.

R1-6 (Single Family Detached) with Reduced Development Standards

The permitted uses within the portion of the Property zoned R1-6 (Single Family Detached) Residential Zoning District with Reduced Development Standards (hereinafter the "R1-6 Property") shall be the uses permitted in the R1-6 (Single Family Detached) Residential Zoning District as set forth in Section 3-2-2 of the Goodyear Zoning Code as it may be amended except as follows:

1. A water campus for a potable well shall be a permitted use
2. An interior suite with an accessory cooking facility (second kitchen) ("Interior Suite") shall be permitted as an accessory use to a single family detached residential unit if the following conditions are met:
 - A. Only one Interior Suite shall be permitted per lot and it shall be located on the ground floor; and
 - B. The Interior Suite shall be attached to and a part of the single-family residential unit and must be under the same roof as the residential unit; and
 - C. Utility services for the Interior Suite shall not be metered separately from the residential unit; and
 - D. At least one internal doorway shall be provided between the Interior Suite and the remainder of the residential unit; and
 - E. An Interior Suite shall not have a private yard area that is fenced or walled off from the remainder of the lot. This requirement shall not prohibit required pool fences, fenced in animal areas, garden fencing, or other fencing used for purposes other than providing a private yard for the Interior Suite; and

- F. An Interior Suite shall not have a parking space served by a driveway separated and apart from the driveway and parking areas provided for the remainder of the residential unit; and
- G. An Interior Suite shall not provide separate mail service or have a separate address from the residential unit. Elevations on the residential unit must minimize any secondary entry visible from the street and have the appearance of a single-family home. Entry from a second garage in a shared driveway fulfills this requirement.

In the event any future modifications to the Goodyear Zoning Ordinance permit an accessory use similar in concept to the Interior Suite described herein and the requirements for such accessory use differ than those set forth above, then the owner of the Property may elect to be subject to the Goodyear Zoning Ordinance as modified or may continue to adhere to the requirements set forth in this Ordinance.

C-2 (General Commercial)

The permitted uses within the portion of the Property zoned C-2 (General Commercial) Zoning District (hereinafter the "C-2 Property") shall be the uses permitted within the C-2 (General Commercial) Zoning District as set forth in Section 3-3-3 of the Goodyear Zoning Code as it may be amended except as follows:

1. The following uses shall be added as principal permitted uses by right:
 - A. A water campus for a potable well; and
 - B. Storage buildings consisting of individually rented storage rooms which are independently accessed and locked and are used for dead storage purposes, including indoor RV storage subject to the following conditions: (i) the storage property shall be located on the northern half of the C-2 Parcel; (ii) the storage property shall occupy no more than 20% of the total area of the C-2 Parcel; (iii) windows or faux windows, if installed, shall not be mirrored in a manner that causes glare or reflection; (iv) all windows/doors shall be tinted; (v) the interior contents, decorations and interior storage unit doors (or replica unit doors) shall not be visible from the exterior of the building in any direction; (vi) the interior of the building shall not be visible from any public street with the exception of the public office/customer entrance; (vii) the hours of operation shall be limited to the hours between 5:00 a.m. and 10:00 p.m. Monday – Sunday; (viii) any sliding gates installed shall be screened in an architecturally designed manner which shields the interior storage from the public view (PVC, vinyl, or similar slats inserted into a gate does not constitute an architecturally designed manner); and (ix) if RV Storage is provided, the RV storage area shall be fully screened from street views and from adjacent residential development and shall be contained within buildings and the buildings shall match the main building on the site; and
 - C. Indoor Equipment rental shall be permitted subject to the following condition: all maintenance and repair of equipment shall be done within an enclosed building to limit noise and light; and
 - D. Brewpub shall be permitted subject to the following conditions: (i) all manufacturing, storage, and retail sales shall occur within an enclosed building and (ii) any outdoor storage of goods, inventory, machinery, or equipment is screened by a minimum 6' solid block wall.
2. The following uses shall not be permitted as principal permitted uses:
 - A. Adult bookstore, adult novelty store and adult theater; and
 - B. Bus terminals
 - C. Cleaning and dying plants
 - D. Hotels and motels
 - E. Pawn shop
 - F. Taxidermist

PFD (Public Facilities)

The permitted uses within the portion of the Property zoned PFD (Public Facilities) Zoning District (hereinafter the “PFD Property”) shall be the uses permitted within the Public Facilities District in accordance with Article 3-3-5 of the City of Goodyear Zoning Ordinance as it may be amended except as follows:

1. The following uses shall be added as principal permitted uses by right:
 - A. A water campus for a potable well owned and operated by a private water company that is regulated by the Arizona Corporation Commission.

DEVELOPMENT STANDARDS

The Development Standards for R1-4 (Detached Single-Family) Residential Zoning District with Reduced Development Standards shall apply to the R1-4 Property except as modified below:

Development Standard	Las Palmas at West Goodyear – R1-4 (Non-Extended Lots)	Las Palmas at West Goodyear – R1-4 (Extended Lots) ⁽¹⁾
Minimum Lot Area	4,275	5,175
Minimum Lot Width (feet) ⁽²⁾	40	40
Minimum Lot Depth (feet)	95	115
Maximum Building Coverage	75%	75%
Minimum Rear Setback (feet)	15	20

(1) 50% of the lots shall be “Extended Lots”.

(2) 30% of the lots shall be 45 feet.

The Development Standards for R1-6 (Detached Single-Family) Residential Zoning District with Reduced Development Standards shall apply to the R1-6 Property except as modified below

Development Standard	Las Palmas at West Goodyear – R1-6
Minimum Lot Width (feet)	55 feet

The Development Standards for C-2 General Commercial Zoning District shall apply to the C-2 Property except as modified below:

Development Standard	Las Palmas at West Goodyear – C-2
Maximum Building Height ⁽¹⁾	30

(1) Exclusive of the height of any architectural elements or parapet walls permitted by Article 8-3, Sections B and C

The Development Standards for PFD (Public Facilities) Zoning District shall apply to the PFD Property unless the city is prohibited from requiring such compliance by law.

DEVELOPMENT DESIGN GUIDELINES AND REGULATIONS

The following design guidelines and regulations shall apply to all developments within Las Palmas at West Goodyear.

DEVELOPMENT REGULATIONS

General

1. The number of residential units within the Property shall not exceed 750.

R1-4 and R1-6 RESIDENTIAL DESIGN GUIDELINES AND ADDITIONAL REGULATIONS

General

1. Unless expressly modified in this document, all development within the Property shall comply with the applicable requirements of the City of Goodyear Zoning Ordinance and City of Goodyear Design Guidelines applicable to development in the R1-4 (Single Family Detached) Residential Zoning District with Reduced Development Standards and the R1-6 (Single Family Detached) Residential Zoning District with Reduced Development Standards.
2. Perimeter walls shall only be constructed along the rear of the residential lots. Landscape areas shall be used to break up the visual of the rear individual lot walls.

3. In areas by the Primary and secondary entry features decorative split rail fencing or white crossbuck fencing shall be used as accents to allow views in and out of the community.
4. The minimum separation between fences and/or walls shall be 20 feet. Any fence or wall not along the boundary of a residential lot constructed within 20 feet to 50 feet of another fence or wall shall have a maximum of four feet of masonry and shall use view fencing for the remaining portion of the fence or wall. Walls along a residential lot within 20 feet to 50 feet of another fence or wall may include six feet of masonry to screen the home, except that side walls along the rear setback portion of the lot shall have a maximum of four feet of masonry and shall use view fencing for the remaining portion of the wall. This regulation does not apply to retaining walls that do not extend above ground level.
5. A usable, covered outdoor patio should be provided on the rear side of each residential unit. Covered patio dimensions shall be at least 100 square feet covered, with a minimum interior dimension of eight feet covered. A covered patio may encroach up to five feet into a rear setback.

Amenity Elements

The development of the Property shall include the following Amenity Elements which support the Reduced R1-4 and R1-6 development standards and the PAD Overlay:

6. An approximately 9-acre Central Park and amenity center located near the center of the Property shall be developed. The Central Park shall provide usable active open space area and shall include all of the following resident and recreational amenities as generally depicted in Las Palmas Conceptual Central Park At Las Palmas attached hereto as Exhibit A:
 - a. A Recreational pool area and spa; and
 - b. A Restroom Building; and
 - c. A Showers; and
 - d. A Pool Deck with seating; and
 - e. A Gas Fire Place with seating; and
 - f. A Dining Pavilion with Shaded Picnic Tables and Barbeques; and
 - g. A minimum of two bocce ball courts (or similar amenity); and
 - h. A Shaded Tot Lot; and
 - i. An Activities Lawn; and
 - j. A Cornhole Lawn with a minimum of boards to support two separate games (or similar amenity); and
 - k. A minimum of four Pickleball courts; and
 - l. A Sand Volleyball Court; and
 - m. A basketball half-court; and
 - n. Outdoor Work-out stations; and
 - o. Dog park; and
 - p. An Arrival plaza; and
 - q. Parking; and
 - r. Decorative split rail fencing adjacent to parking areas and public/private entrances.

Except as otherwise provided in a development agreement approved by the City Council, the portion of the Property where the 9-acre Central Park is to be located shall be included in the first recorded final plat subdividing all or part of the Property and no Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for any structure with the Property, except for model homes, until the Central Park that includes the resident and recreational amenities set forth above, as been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator.

The size of the Central Park may be reduced to 7 acres subject to the following:

- The Central Park shall include all of the resident and recreational amenities described above; and
 - Prior to the approval of the first final plat subdividing all or part of the Property or the issuance of any permit for work within the Property, Owner has conveyed, in fee, a portion of the Property zoned R1-4 (Detached Single Family) Residential District and/or R1-6 (Detached Single Family) Residential District to the Liberty Elementary School District for an elementary or middle school site and Liberty Elementary School District has accepted such conveyance; and
 - Prior to approval of the first final plat subdividing all or part of the Property or the issuance of any permit for work within the Property, Owner provides documentation acceptable to the City Attorney or his designee demonstrating that the conveyance and acceptance discussed above has been completed; and
 - The dedicated school site shall be included in the first final plat subdividing all or part of the Property, and Owner of the Property, except for the portion of the Property conveyed to the Liberty School District and the portion of the Property zoned PFD (Public Facilities) Zoning District, shall be responsible for constructing all infrastructure improvements required to be constructed along the frontage of the dedicated school site, including water and wastewater improvements and street improvements. The timing of the construction of such improvements shall be determined at the time the final plat that includes the school site is platted.
7. All residential units developed within the Property shall be located within one-quarter ($\frac{1}{4}$) a mile from either the Central Park or a Neighborhood Park. Final plats subdividing all or part of the Property shall not be approved unless each of the residential lots located within the final plat is located within one-quarter ($\frac{1}{4}$) a mile from either the Central Park or a Neighborhood Park that was included in another recorded final plat subdividing part of the Property or that is included in the final plat to be approved. No Certificates of Completion, Temporary Certificates of Occupancy, or Certificates of Occupancy shall be issued for any structure within a recorded final plat, except for model homes, until all parks (Neighborhood Parks and Central Park) that have to be completed so all platted lots are located within one quarter ($\frac{1}{4}$) a mile of a neighborhood park or the Central Park have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator.
8. A minimum of four Neighborhood Parks shall be developed within the Property, including an approximately 1.6-acre Park West, an approximately 1.4-acre Park East, an approximately 0.56-acre Park North, and an approximately 1-acre Park South as set forth in the Las Palmas Conceptual Park East and West at Las Palmas and Las Palmas Conceptual Pocket Park South and North at Las Palmas. At least two of the Neighborhood Parks described herein shall be included in the first recorded final plat subdividing all or part of the Property. No Certificates of Completion, Temporary Certificates of Occupancy, or Certificates of Occupancy shall be issued for any structure on the Property, except for model homes, until the two Neighborhood Parks including the resident and recreational amenities for the two parks as set forth in the Conceptual Park and Open Space Plan attached hereto as Exhibit B have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator.
9. An 8-foot wide decomposed granite trail within the R1-4 Property located along the RID Canal and the southern boundaries of the R1-4 Property, so the trail runs from east-west between Citrus Road to the area western boundary of the R1-4 Property. The trail shall be owned and maintained by the HOA, but shall be available for use by the general public and an easement shall be dedicated to the City of Goodyear, in a form acceptable to the City Attorney or his/her designee, that allows for such public use.

The development of the Property shall include the following Connectivity Elements which support the Reduced R1-4 and R1-6 development standards and the PAD Overlay:

1. The development shall be considered in-fill.
2. An 8-foot wide decomposed granite trail within the R1-6 Property located along the eastern and northern boundaries of the C-2 Property, the western boundary of the R1-6 Property, and the southern and eastern boundaries of the PFD Property so the trail runs from north-south between Van Buren and Roosevelt Street. The trail shall be owned and maintained by the HOA, but shall be available for use by the general public and an easement shall be dedicated to the City of Goodyear, in a form acceptable to the City Attorney or his/her designee, that allows for such public use.
3. 8-foot sidewalks shall be installed along all streets entering into the Property from arterial streets and collector streets entrance roads leading to the Central Park.
4. The block lengths within the portion of the Property zone R1-4 (Detached Single Family) Residential Zoning District with Reduced Development Standards shall not exceed 660' between separations of streets and open space.

Streetscape Elements

The development of the Property shall include the following Streetscape Elements which support the Reduced R1-4 and R1-6 development standards and the PAD Overlay:

1. The following West Goodyear Elements shall be installed:
 - a. To create a sense of arrival for residents and visitors as they enter the Property, entries to the Property off of Van Buren Street, Citrus Road, and Roosevelt Street shall be developed with significant open space areas with landscaping consistent with an agrarian theme, including olive and/or palm groves, and with attractive street scape elements including decorative paving (not stamped asphalt) and decorative split rail fencing (or cable rail), which shall be generally consistent with the Las Palmas Conceptual Low Entry Wall Portal, attached hereto as Exhibit C; the Las Palmas Conceptual Entry Monument and Portal, attached hereto as Exhibit D; the Las Palmas Conceptual Vehicular Entry Gates and Portal, attached hereto as Exhibit E ; and the Las Palmas Conceptual Perspective Views at Project Entries, attached hereto as Exhibit F (collectively the "West Goodyear Entry Exhibits"); and
 - b. To reflect the historic agricultural character of the area, the Property will be developed with agrarian theming around its parks with split rail (or cable rail) fencing installed at park entrance features and split rail (or cable rail) fencing installed as accent features along Citrus Road; and
 - c. A nine-foot wide landscape strip with shade trees planted 25 feet on center adjacent to curb and gutter and an eight-foot wide concrete sidewalk adjacent to the landscape strip shall be installed along the frontage of the section of Citrus Road adjacent to the Property; and
 - d. Entry monuments shall be installed at entries into the Property off of Van Buren Street, Citrus Road and Roosevelt Street and a monument sign shall be installed at the corner of Citrus Road and Roosevelt Street, all of which shall include the "West Goodyear" identification generally consistent with the West Goodyear Entry Exhibits.
2. Additional Streetscape Elements as set forth in section 3-4-3 of the Goodyear Zoning Ordinance shall be incorporated into the development of the Property so that development within the R1-4 Property satisfies the requirements for R1-4 reduced development standards and so that the development within the R1-6 Property satisfies the requirements for R1-6 reduced development standards. These elements shall be agreed upon prior to the approval of a preliminary plat subdividing all or part of the Property.

GENERAL COMMERCIAL (C-2) DESIGN GUIDELINES AND REGULATIONS

General

1. Unless expressly modified in this document, all development within the Property shall comply with requirements of the City of Goodyear Zoning Ordinance and City of Goodyear Design Guidelines applicable to development in the C-2 (General Commercial) Zoning District.
2. All permitted uses are subject to Administrative Site Plan review.
3. Off-street parking and loading shall comply with Goodyear Zoning Ordinance Article 6.
4. Site wall style shall complement existing walls in the West Goodyear area.
5. Site lighting, pavers, landscaping, signage design, and other community features shall complement the character and themes established within the West Goodyear area.
6. The commercial development shall bear the name of the master plan such as "<Project Name> at West Goodyear."
7. If at the time the C-2 Parcel is developed, a single-family residential zoning district exists immediately to the west, an 80-foot-wide landscape and drainage buffer shall be installed on the western boundary of the C-2 Parcels in order to buffer the single-family residential from the C-2 Parcels.

EXHIBIT "A"



OVERALL CENTRAL PARK PLAN



PERSPECTIVE VIEW, OVERALL CENTRAL PARK

LEGEND

- | | |
|--|---|
| 1. RECREATION POOL AREA & SPA | 15. SHADE SAIL |
| 2. RESTROOM BUILDING | 16. ACTIVITY LAWN |
| 3. PUMP ROOM | 17. CORN HOLE LAWN |
| 4. SHOWERS | 18. PICKLE BALL COURTS |
| 5. POOL DECK, CHAISE LOUNGES | 19. SAND VOLLEYBALL |
| 6. LOUNGE CHAIRS WITH FIRE PLACE | 20. 1/2 BASKETBALL COURT |
| 7. DINING PAVILION WITH PICNIC TABLES & BARBECUE | 21. CENTRAL GREEN, MOVIE NIGHT, 4TH OF JULY, FIELD, DETENTION BASIN |
| 8. 2 BOCCIE BALL COURTS | 22. ARROYO TRAIL |
| 9. ACCESSIBLE PARKING | 23. OUTDOOR WORK-OUT EQUIPMENT |
| 10. WALKWAYS | 24. DOG PARK |
| 11. SEATING BENCHES | 25. DOG PARK |
| 12. PAVILION FOR EVENTS | 26. PICNIC AREA WITH SHADE SAIL |
| 13. PICNIC PLAZA | 27. PICNIC PAVILION |
| 14. CHILDREN'S PLAY AREA (2-6 & 5-12) | 28. ARRIVAL PLAZA |

LAS PALMAS | CONCEPTUAL CENTRAL PARK AT LAS PALMAS

Lennar | Goodyear, AZ | May 26, 2022

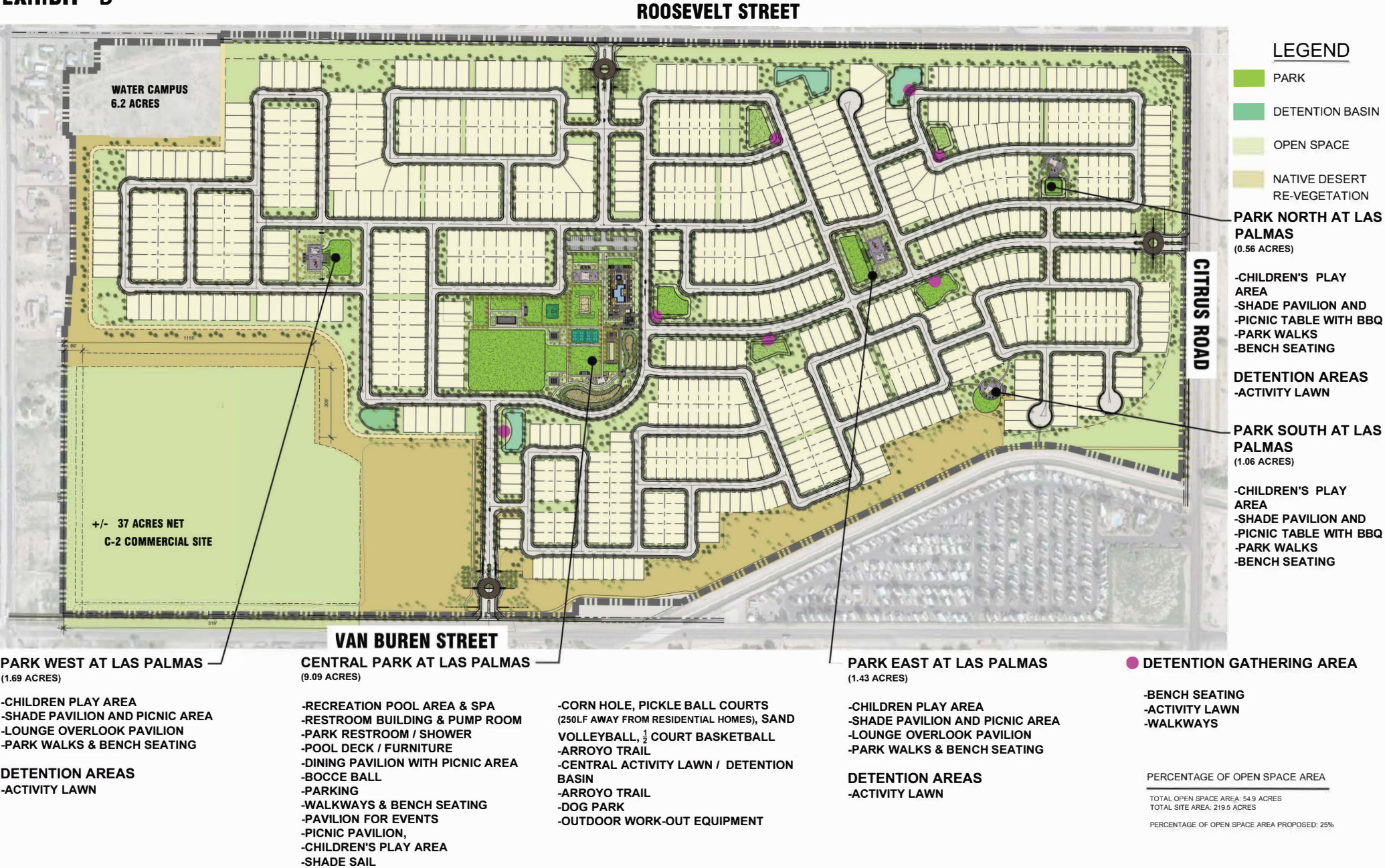


SCALE: 1"= 10'-0"

LENNAR

SMP
SUMMIT ENVIRONMENTAL DESIGN
3410 COURTNEY BLVD SUITE 200
DANA POINT CA 92629
(949) 453-1440

EXHIBIT "B"



LAS PALMAS | CONCEPTUAL PARK AND OPEN SPACE PLAN

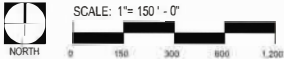
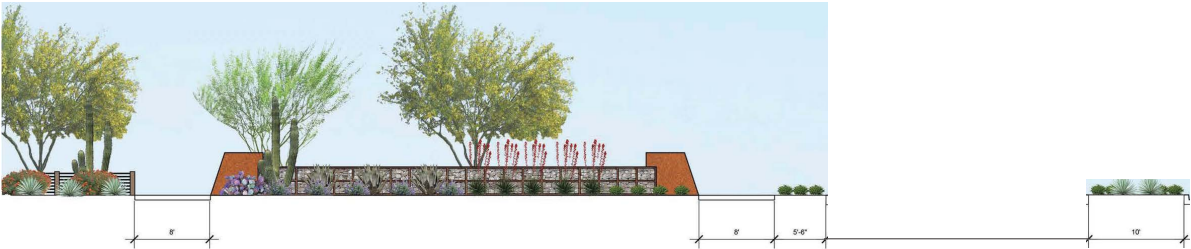


EXHIBIT "C"



LEGEND

- | | | | |
|----|---------------------------|----|-------------|
| 1. | 3' GABION WALL | 4. | CROSS WALKS |
| 2. | 36" CABLE RAIL FENCE | 5. | HORSE TRAIL |
| 3. | 4' PAINTED METAL PILASTER | | |

LAS PALMAS | CONCEPTUAL LOW ENTRY WALL PORTAL

Lennar | Goodyear, AZ | May 26, 2022



SCALE: 3/16" = 1'-0"

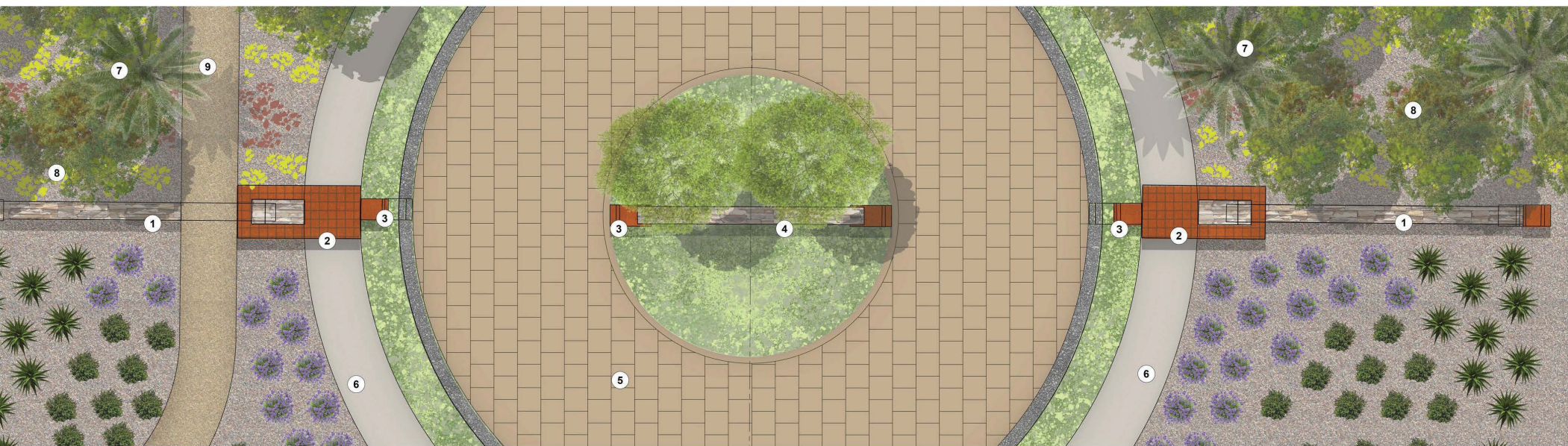


LENNAR

SMI

SUMMERS MURPHY & PARTNERS, INC.
34107 COUNTY HWY. SUITE 200
DANA POINT CA 92629
(949) 443-1446

EXHIBIT "D"

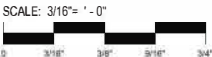


LEGEND

- | | | | |
|----|---|----|----------------------|
| 1. | 24" LOW STONE WALL | 5. | CONCRETE UNIT PAVING |
| 2. | 11' STONE CLAD PORTAL WITH METAL TRELLIS | 6. | CROSS WALKS |
| 3. | 4' PAINTED METAL PILASTER | 7. | PALM GROVE |
| 4. | ENTRY MONUMENT STONE CLAD SIGN WALL WITH METAL PAINTED PILASTER | 8. | OLIVE GROVE |
| | | 9. | HORSE TRAIL |

LAS PALMAS | CONCEPTUAL ENTRY MONUMENT AND PORTAL

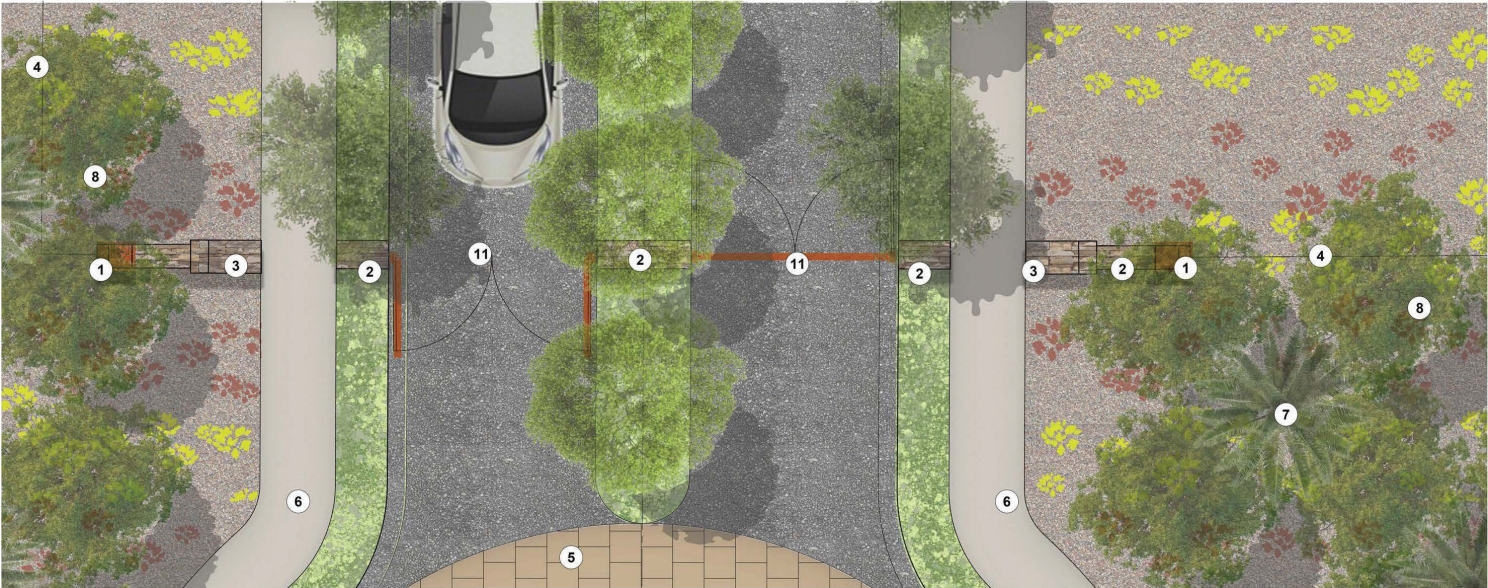
Lennar | Goodyear, AZ | May 26, 2022



LENNAR

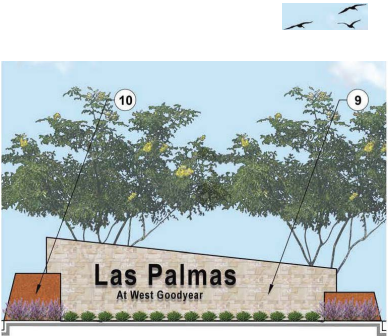
SMP
ENVIRONMENTAL DESIGN
SUMMERSIMPSON & PARTNERS, INC.
34197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1486

EXHIBIT "E"



LEGEND

- 1. 7' PAINTED METAL PILASTER
- 2. 6' TALL STONE CLAD WALL
- 3. 7' STONE CLAD PORTAL
- 4. 5'-6" HIGH TUBULAR STEEL VIEW FENCE
- 5. CONCRETE UNIT PAVING
- 6. CROSS WALKS
- 7. PALM GROVE
- 8. OLIVE GROVE
- 9. CORNER MONUMENT
- 10. STONE CLAD SIGN WALL WITH METAL PAINTED PILASTER
- 11. 4' PAINTED METAL PILASTER
- 11. 6' HIGH TUBULAR STEEL VEHICULAR GATE



CITRUS AND ROOSEVELT CORNER MONUMENT

LAS PALMAS | CONCEPTUAL VEHICULAR ENTRY GATES AND PORTAL

Lennar | Goodyear, AZ | May 26, 2022

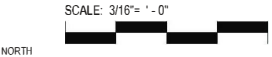


EXHIBIT "F"



PERSPECTIVE VIEW, VEHICULAR ENTRY GATE



PERSPECTIVE VIEW, MONUMENT SIGN PORTAL



PERSPECTIVE VIEW, VEHICULAR ENTRY MONUMENT



BIRDSEYE VIEW, TYPICAL MONUMENT ENTRY

LAS PALMAS | CONCEPTUAL PERSPECTIVE VIEWS AT PROJECT ENTRIES

Lennar | Goodyear, AZ | May 26, 2022

LENNAR

SMP
ENVIRONMENTAL DESIGN
SUMMERS MURPHY & PARTNERS, INC.
34197 COAST HWY, SUITE 200
DANA POINT, CA 92629
(949) 443-1466

When recorded Mail to:

EXHIBIT "H"

City of Goodyear
City Clerk
1900 N. Civic Square
Goodyear, Arizona 85395

TERMINATION OF LAS PALMAS DEVELOPMENT AGREEMENT

This Termination of Las Palmas Development Agreement (“Notice of Termination”) is being executed by the City of Goodyear, an Arizona municipal corporation (the “City”) and Keith-Palm Canyon LLC, an Arizona limited liability company and Rini Realty Company, an Ohio corporations (“Owners”) (collectively the City and Owners are referred to as the “Parties”).

WHEREAS, Owners collectively own approximately 273.71 acres of land that is more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Owners and the City have entered into numerous agreements related to the development of the Property that have been amended and superseded by subsequent amended and restated agreements, including the following

- Pre-Annexation Development Agreement, recorded in the official records of the Maricopa County Records (“MCR”) at 2003-1506843
 - Amendment to Development Agreement for Las Palmas recorded at MCR No. 2005-1759482
 - Second Amendment to Pre-annexation Agreement for Las Palmas recorded at MCR No. 2011-1018935
- Memorandum of Understanding Regarding West Goodyear Regional Infrastructure recorded in the Official Records of the Maricopa County Recorder as Instrument No. 2005-1315299,
- Amended & Restated Development Agreement (Las Palmas recorded at MCR No. 2013-0906216;

(The foregoing agreements and amendments are collectively referred to as the “Superseded Las Palmas Development Agreements”)

- Second Amended & Restated Development Agreement for Las Palmas recorded at MCR No. 2016-0285130;

(The Second Amended and Restated Development Agreement for Las Palmas recorded at MCR No. 2016-0285130 is hereinafter sometimes referred to as the “Existing Las Palmas Development Agreement”); and

WHEREAS, of the foregoing agreements, the Existing Las Palmas Development Agreement is the only currently agreement in effect specific to only this Property; and

WHEREAS, Owners have applied to rezone the Property in a manner that requires the imposition of additional development obligations and/or modifications of terms of the Existing Las Palmas Development Agreement; and

WHEREAS, because of the re-zoning and developments that have occurred since the effective date of the Existing Las Palmas Development Agreement, various terms in the Existing Las Palmas Development Agreement are no longer needed or are not consistent with the re-zoning, and rather than amend or replace the Existing Las Palmas Development Agreement, the Existing Las Palmas Development Agreement is to be terminated as a condition of the re-zoning and the outstanding obligations, including the triggers for the construction of certain on-site and off-site street improvements, are being included as conditions of the rezoning; and

WHEREAS Owners and City desire to terminate the Existing Las Palmas Development Agreement and provide record notice that Existing Las Palmas Development Agreement and the Superseded Las Palmas Development Agreements have been terminated and have no further force and effect and are to be removed from the Property's title.

NOW, THEREFORE, the City and Owners hereby agree as follows:

1. Second Amended & Restated Development Agreement for Las Palmas recorded at MCR No. 2016-0285130 is hereby terminated effective the date this Termination of Las Palmas Development Agreement is recorded in the official records of the Maricopa; and upon the recordation of this Termination of Las Palmas Development Agreement, the Second Amended & Restated Development Agreement for Las Palmas recorded at MCR No.2016 0285130 shall have no further force and effect and are to be removed from the Property's title.

2. The City shall not record this Termination of Las Palmas Development Agreement until the deadline for referring Ordinance 2022-1557, which is thirty (30) days from the date the ordinance is adopted by the City Council and made available to the public.

3. This Termination of Las Palmas Development 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 Termination of Las Palmas Development Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Termination of Las Palmas Development 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 Termination of Las Palmas Development Agreement provided however, Owners shall deliver an original to the City for recordation in the Official Records of Maricopa County.

4. Notice is hereby given that the following agreements and amendments that address the development of the Property have been terminated and have no further force and effect and are to be removed from the Property's title:

- Pre-Annexation Development Agreement, recorded in the official records of the Maricopa County Records (“MCR”) at 2003-1506843
 - Amendment to Development Agreement for Las Palmas recorded at MCR No. 2005-1759482
 - Second Amendment to Pre-annexation Agreement for Las Palmas recorded at MCR No. 2011-1018935
- Memorandum of Understanding Regarding West Goodyear Regional Infrastructure recorded in the Official Records of the Maricopa County Recorder as Instrument No. 2005-1315299,
- Amended & Restated Development Agreement (Las Palmas recorded at MCR No. 2013-0906216;
- Second Amended & Restated Development Agreement for Las Palmas recorded at MCR No. 2016-0285130;

IN WITNESS WHEREOF, the Parties have caused this Termination of Las Palmas Development Agreement to be executed on the dates set forth below.

OWNERS:

KEITH-PALM CANYON, LLC
an Arizona limited liability company

By:_____

Frank Keith

ITS: Manager/ Manager

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument (Termination of Las Palmas Development Agreement) was acknowledged before me this____ day of _____, 2022 by Frank Keith, who, upon oath, acknowledged himself to be the Manager/Member of Keith-Palm LLC, an Arizona limited liability company, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Keith-Palm LLC.

Notary Public

Signatures, Acknowledgements and Exhibits Continued on Following Pages

RINI REALTY COMPANY
an Ohio Corporation

By:_____

Name: _____

Title: _____

STATE OF OHIO)
)ss.
COUNTY OF CUYAHOGA)

The foregoing instrument (Termination of Las Palmas Development Agreement) was acknowledged before me this ____ day of _____, 2022 by _____, who, upon oath, acknowledged himself to be the _____ of Rini Realty Company, an Ohio corporation, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Rini Realty Company.

Notary Public

• • • •

Signatures, Acknowledgments and Exhibits on Following Pages

CITY:

CITY OF GOODYEAR,
an Arizona Municipal Corporation,

By: _____

Julie Karins

Its: City Manager

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument (Termination of Las Palmas Development Agreement) was acknowledged before me this _____ day of _____, 2022 by Julie Karins, as City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit on Following Page(s)

EXHIBIT “1”

Las Palmas Overall Zoning Exhibit

THAT PORTION OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, BEING MARKED BY BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 3 BEARS NORTH 89 DEGREES 38 MINUTES 30 SECONDS WEST AT A DISTANCE OF 2641.08 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 3 NORTH 89 DEGREES 38 MINUTES 30 SECONDS WEST 2399.38 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST 1334.46 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 05 SECONDS EAST 10.77 FEET;

THENCE NORTH 03 DEGREES 03 MINUTES 05 SECONDS EAST 223.04 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 55 SECONDS EAST 14.52 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 58 SECONDS WEST 625.63 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 16 SECONDS WEST 30.23 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 42 SECONDS EAST 291.18 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST 138.30 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 09 SECONDS EAST 168.00 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 3, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HAND HOLE BEARS NORTH 89 DEGREES 39 MINUTES 02 SECONDS WEST AT A DISTANCE OF 380.00 FEET;

THENCE ALONG SAID EAST-WEST MID-SECTION LINE SOUTH 89 DEGREES 39 MINUTES 02 SECOND EAST 2266.35 FEET TO THE CENTER OF SAID SECTION 3;

THENCE CONTINUING ALONG SAID EAST-WEST MID-SECTION LINE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST 2644.40 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HAND HOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HAND HOLE BEARS SOUTH 00 DEGREES 17 MINUTES 12 SECONDS WEST A DISTANCE OF 2641.13 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTH HALF OF SAID SECTION 3, SOUTH 00 DEGREES 17 MINUTES 12 SECONDS WEST 1967.84 FEET TO THE NORTH LINE OF THE ROOSEVELT IRRIGATION DISTRICT CANAL RIGHT OF WAY;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 74 DEGREES 48 MINUTES 31 SECONDS WEST 555.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 626.02'

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41 DEGREES 06 MINUTES 04 SECONDS, A DISTANCE OF 449.07 FEET;

THENCE SOUTH 64 DEGREES 05 MINUTES 56 SECONDS WEST 1784.43 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 3;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 3, NORTH 89 DEGREES 40 MINUTES 58 SECONDS WEST 102.84 FEET TO THE SAID SOUTH QUARTER CORNER OF SECTION 3 AND **THE POINT OF BEGINNING.**

SAID PARCEL CONTAINS 11,922,560 SQUARE FEET OR 273.7112 ACRES, MORE OR LESS.

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 $\frac{1}{2}$ the median and $\frac{1}{2}$ 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

Name of Map: Aerial Exhibit

Description: 22-200-00002



City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, City of Goodyear

Las Palmas at West Goodyear

Las Palmas

at West Goodyear



September 2022

Case No.: 22-200-00002

Narrative

Rezone from PAD to R1-6 Reduced, R1-4 Reduced, C-2,
and PFD with PAD Overlay

Approximately 273 gross acres located at the southwest corner of
Citrus Road and Roosevelt Street

Development Team

Developer



1665 W. Alameda Dr. #130
Tempe, Arizona 85282

Zoning/Entitlements



Bergin, Frakes, Smalley & Oberholtzer, PLLC
4343 E. Camelback Road, Suite 210
Phoenix, Arizona 85018

Land Planning & Architect



Summers Murphy & Partners
4455 E. Camelback Road, Suite E-150
Phoenix, Arizona 85018

Civil Engineer



7740 N. 16th Street, Suite 300
Phoenix, AZ 85020

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I. Introduction

Lennar Corporation is seeking a zone change for approximately 273 gross acres located at the southwest corner of Citrus Road and Roosevelt Street (“Property”) from Planned Area Development (“PAD”) to R1-6 Reduced, R1-4 Reduced, C-2, and PFD with a PAD overlay to accommodate a 750-home gated subdivision with private streets, 25 percent open space, and a highly amenitized parks and trail system featuring a large central park with a resort style pool (“Project”). See Exhibit 1 for a Vicinity Map. The Property is located in a developing area of West Goodyear with close proximity to the I-10 freeway, connecting residents to job opportunities in the West Valley and throughout the metropolitan area. The Property is constrained by the Luke Air Force Base (“Luke AFB”) graduated density concept, which permits higher densities on the southeastern portion of the Property than on the northwestern portion. The Project has been designed to fit within the graduated density concept by locating larger lots, a water campus, and a low-intensity commercial parcel on the more restrictive portion of the Property and planning more suburban density residential on the less restrictive portion, providing an overall balance.

Lennar is in escrow to purchase the Property and plans to process plats and begin residential development as soon as possible after closing. With more than 60 years of operations, Lennar has built over one million homes nationwide and has extensive experience throughout the Valley. They focus on building high quality homes that attract a variety of homebuyers, and they look forward to developing Las Palmas with a range of home options to appeal to first-time buyers, families, move-up buyers, and empty nesters all in the same community.

II. Existing Condition and Surrounding Area

The Property is currently vacant, fallow agricultural land located generally between Roosevelt Street and Van Buren Street along the west side of Citrus Road. It is constrained by the Roosevelt Irrigation District (“RID”) canal on one side, which creates a non-linear boundary on the southeast portion of the Property. In addition, the Luke Air Force Base (“AFB”) 65 Ldn line runs through the northwest corner of the Property with the half-mile offset running northeast/southwest, bifurcating the Property into a 2.0 du/ac maximum density to the northwest and 4.0 du/ac maximum density to the southeast. See Exhibit 2. In addition, a single row of 11 single-family homes and two vacant lots in Maricopa County’s RU-43 district separate the Property from Perryville Road to the west.

The Property is within the Goodyear 2025 General Plan’s Neighborhood Land Use designation. See Exhibit 3. In 2005, the Property was zoned PAD (Ord. 2005-972) with a plan for a maximum of 750 units ranging from 2,000 sf. attached court home lots to 20,000 sf. single-family lots. No development has occurred under the existing PAD.

A surrounding zoning and land use table is provided in Table 1 below, and Exhibits 4 and 5 show surrounding parcels and zoning. In particular, the Destiny RV Resort is located between the RID Canal and Van Buren Street, where the canal cuts from southwest to northeast, and is zoned Mobile Home / Recreational Vehicle Park (MH/RVP) and General Commercial (C-2) in Goodyear. Also, east of Citrus Road is a large vacant property zoned PAD for the planned future site of the Goodyear Innovation Centre. The Innovation Centre was approved as a 223.9-acre employment hub with commercial, office, retail, light-industrial, and entertainment uses within a “mixed-use masterplan” and with building heights of up to 150’ permitted.

Surrounding Zoning & Land Uses Table 1

	Jurisdiction	Zoning	Use
North	Maricopa County	RU-43	Single family housing
West	Maricopa County	RU-43	Single family housing
East	City of Goodyear	PAD	Vacant land – planned future site of Goodyear Innovation Centre
South	City of Goodyear, Maricopa County	MH/RVP, and C-2, RU-43 (south of Van Buren)	Destiny RV Resort (north of Van Buren), various rural uses including residential, commercial and ag (south of Van Buren)

III. Development Plan

The approximately 219.5-acre residential portion (“Residential Portion”) of Las Palmas is designed to provide a mixture of high-quality home product options within a master planned setting featuring a generous open space and amenities package. Three lot sizes within two zoning districts are needed to accommodate the mix of home products. An approximately 130 net acre R1-4 Reduced district permitting 40’ and 45’ width lots will include two separate lot depths, which are established through a PAD Overlay. The R1-4 Reduced district will feature a mix of 95’ depth lots catering to homeowners seeking to maximize living area while minimizing back yard maintenance, as well as a 115’ depth lots to provide options for homeowners seeking additional backyard space with the potential for a pool or other backyard amenities. An approximately 89 net acre R1-6 Reduced district will accommodate 55’ width lots, primarily on the western portion of the Project on the lower density side of the Luke AFB graduated density line. See Exhibit 6, Proposed Zoning Map. Las Palmas is proposed with gated entries and private streets and will provide a community type that is underrepresented in this portion of Goodyear. Some homebuyers prefer the privacy, prestige, and security offered by a gated community, and Las Palmas will ensure this option is available in West Goodyear. Las Palmas will also appeal to multi-generational households with its “Next-Gen” product line. The “Next-Gen” product includes an additional suite within the home with separate living, bedroom, and kitchen space. This home option allows a family to live under one roof, with a sense of independence for older family members or young adults not ready to move from home. The “Next Gen” option will be offered on homes within both proposed residential districts, and will be added as a permitted accessory use through the PAD overlay.

The community will maintain the 750 unit cap established in the 2005 PAD and will allocate density to meet the Luke AFB noise contour line requirements. The R1-4 Reduced district will be located along Citrus Road and throughout the east side of the Project with a transition to the R1-6 Reduced district toward the central portion of the site. See Exhibit 7, Site Plan. Additional open space buffer area, a low-intensity commercial parcel, and a water campus are also along the west side of the Project and provide added separation from the existing lots to the west. In particular, an 80’ drainage easement with revegetated native landscaping will run along the Property’s western boundary. The adjacent lots along Perryville Road will also be screened from homes and commercial buildings within the Project by a row of trees within that western buffer area (“Western Buffer Area”).

The focal point of Las Palmas' community activity will be the approximately 9-acre "Central Park", located at the center of the Property and featuring a resort-style pool with parking, restrooms, and showers; an event pavilion for community activities; cooking, eating, and lounging space; and multiple fields and game courts. Four Pocket Parks ("Park North", "Park South", "Park West" and "Park East") will be located throughout the site to ensure all residents have convenient access to park amenities, including playgrounds. Detention areas throughout the Project will also provide bench seating, activity lawns, and walkways. See Exhibit 8(A-D) for the Open Space and Parks Plan. A robust trail system featuring a 6' paseo and 5.5' detached sidewalks will traverse the Residential Portion, providing access from all residences to the ample parks and open space. An 8' sidewalk will line the local streets leading from the project entrances to the Central Park, and 8' meandering sidewalk will line Citrus Road. An equestrian trail will also run from Roosevelt Street to Van Buren Street around the western and southern portion of the Property with connections to Citrus Road. The Project's trail system will also connect to the future Roosevelt Irrigation District (RID) trail, which runs from Arizona State Route 303 Loop (Loop 303) in the east to State Route-85 in the west and connects to other open space, recreation, and trail opportunities. See Exhibit 9(A-C) for circulation and trails.

As part of the Project, an approximately 37 net acre commercial site is proposed on the southwestern portion of the Property. The commercial site is proposed to be zoned C-2 ("C-2 Parcel"), but with modifications to uses and height implemented through a PAD Overlay. The intent of the commercial site is to make use of the land that would otherwise remain vacant due to the Luke AFB graduated density restrictions.

The approximately 6 net acre water campus ("Water Campus") will be located in the northwest corner of the Property. It will consist of a well, storage tank, booster pump, treatment facility, and other facilities as needed to serve the Project. Access will be provided from Roosevelt Street and secured with a mix of six and eight-foot-tall perimeter masonry walls. This area will be self-contained and serve as a buffer between the residential lots along Perryville Road and the Project, with no cross-access permitted. The Water Campus is also located in the more restrictive portion of the Property based on the Luke AFB noise contour line.

In addition, the Applicant has identified an approximately 15 acre site east of the Water Campus on Roosevelt Street that may be developed as a K-8 school site. A potential school location is marked on the conceptual site plan in Exhibit 7, but will maintain underlying residential zoning consistent with Project to permit development in the event a school user does not ultimately locate on the Property. Should a school develop on the Property, the Central Park may be reduced in size from approximately 9-acres in size down to 7-acres in size.

IV. Design Requirements for R1-4 Reduced and R1-6 Reduced Districts

The Project includes four zoning districts: R1-6 Reduced, R1-4 Reduced, C-2, and PFD. The Project will conform to the development standards set forth in the Goodyear Zoning Ordinance (Sections 3-2-3 and 3-3-6) with the R1-4 Reduced and R1-6 Reduced standards for 5'/5' side setbacks as set forth in this Section IV, except that the PAD Overlay provides for variation in lot size, lot depth, and rear yard setback for the R1-4 Reduced district; permits modifications to wall requirements and covered patio dimensions; and reduces height in the C-2 district.

The City of Goodyear Zoning Ordinance requires residential projects seeking R1-4 Reduced and R1-6 Reduced zoning to meet certain design requirements set forth in Section 3-2-3.D. The R1-4 Reduced

district requires the Project to meet two amenity elements, four connectivity elements, and four streetscape elements, while the R1-6 Reduced district requires the Project to meet one amenity element, two connectivity elements, and two streetscape elements. See Table 2 below. Las Palmas will meet or exceed the design requirements for each of the R1-4 Reduced and R1-6 Reduced districts.

Table 2 – Reduced Zoning District Criteria

	Lot Width	Side Yard Setback (Total Both Sides)	Minimum Number of Required Design Elements		
			Amenity	Connectivity	Streetscape
R1-4 Reduced	40'	10'	3*	4	4
R1-6 Reduced	50'	10'	1	2	2

*With the request for reduced depths of certain R1-4 lots, an additional Amenity Element is required.

Table 3 – Design Elements Provided

Zoning District	R1-4 Reduced	R1-6 Reduced
Amenity Elements (Required)	(3)	(1)
Adjacent to Community Amenity	X	X
Additional Park Space	X	X
Additional Internal Park Amenities	X	X
Connectivity Elements (Required)	(4)	(2)
Infill Development	X	X
Trail System Connections	X	X
Smaller Blocks	X	
Lot Diversity	X	
Streetscape Elements (Required)	(4)	(2)
Porches and Courtyards	X	
Decorative Paving	X	X
Detached Sidewalks	X	X
West Goodyear Elements	X	X

Amenity Elements:

Adjacent to Community Amenity. The Project is adjacent to the RID Canal, which runs continuously between the Loop 303 and State Route 85 freeways and connects to future development throughout the area. The developer will construct an 8-foot wide decomposed granite trail along the RID Canal and the trail will connect from Citrus Road to Van Buren Street and provide a connection to the north-south trail along the western portions of the residential Project. The trail to be constructed along the RID canal shall remain ungated and open to the public. At least one connection from the residential portions of the development shall connect to this trail.

Additional Park Space. As an approximately 219.5-acre residential community, Las Palmas is required to provide a 5-acre neighborhood park within ¼ mile walking distance of all dwellings.

Las Palmas exceeds this requirement by providing an approximately 9-acre Central Park, however, this park would not be located within ¼ mile walking distance of all dwelling units. In order to satisfy the ¼ mile walking distance requirement, four additional Pocket Parks will be spread throughout the site, providing an additional approximately 4.5 acres of total park area with at least one of the parks being located within a ¼ mile walking distance of all lots. The Pocket Parks will provide additional amenitized park space in closer proximity to residents who live farther away from the Central Park and will connect to the Central Park through a robust internal trail system which will further satisfy the ¼ mile walking distance requirement. Pocket Park West (1.6 acres) will be located in the R1-6 portion of the Project. Pocket Park East (1.4 acres), Pocket Park North (0.56 acres), and Pocket Park South (1 acre) will be located in the R1-4 Reduced portion. Each pocket park will include a tot lot, shade pavilion with a picnic table and barbeque grill, seating or lounge area, and walkways. Bicycle racks will be included at the Pocket Parks to accommodate non-motorized transportation within the community. In addition to the significant amenities in these park locations, detention basins adjacent to parks throughout the Project will be improved with benches and turf activity lawns to facilitate gatherings and recreation. In totality, Las Palmas will provide approximately 25 percent of the net residential area as open space, which significantly exceeds the 15 percent minimum requirement. If a portion of the residentially zoned property is developed as a public elementary school, the Central Park may be reduced to 7-acres.

Additional Internal Park Amenities. As described in Exhibit 8, the Project includes an approximately 9-acre Central Park to provide accessible amenities throughout Las Palmas that appeal to residents of all ages. In particular, the Central Park will include a centrally located pool area with parking, showers, a pool deck with lounge chairs, and restrooms; dining pavilion; athletic courts and fields; game areas; trail connections; walkways; and benches. The Central Green within the Central Park will add an event pavilion for a variety of uses, including movie nights and holiday and birthday celebrations and a tot lot with a shade sail. Bicycle racks will be included at the Central Park and Pocket Parks to accommodate non-motorized transportation within the community. These active recreation amenities and gathering spaces go beyond the minimum requirements and these amenities will be accessible to all residents through a system of internal trails and pathways.

Connectivity Elements:

Infill Development. The Property is located between existing homes to the north and west, homes and commercial use to the south, an RV park to the southeast, and a proposed employment center to the east. Significant new subdivision activity has occurred to the southeast.

Trail System Connections. In addition to the internal trail systems within the community, an 8-foot wide decomposed granite trail will run along the western portions of the residential Project and connect from Roosevelt Street to the future RID Canal trail. This external trail will connect the Project to the greater current and future trail systems in Goodyear and Maricopa County. The trail shall remain ungated and open to the public and provide a connection to Citrus Road and the future RID Canal Trail. At least one connection from the residential portions of the development shall connect to this western north-south trail.

Smaller Blocks. The block lengths within the zoning district will not exceed 660' between separations for streets or open space.

Lot Diversity. At least 30 percent of the proposed lots within a zoning district will exceed the minimum lot width by at least 5' for the zoning district.

Streetscape Elements:

Porches and Courtyards. Homes within the zoning district will have a front porch, and at a minimum 50 percent of those homes have a front porch in excess of 48 square feet. Covered porch can include a slatted roof or other roof design alternative, if it is an integrated, significant architectural feature with columns that are complimentary to the style of the home.

Decorative Paving. Decorative paving (such as pavers) will be provided for all horizontal paved surfaces between the house and the sidewalk.

Detached Sidewalks. Local streets within the zoning district will include detached sidewalks with 5.5' planters, partially within a sidewalk easement. A minimum of one (1) tree shall be provided within the planter for each residential lot which faces a planting area. Planter strips will be planted, irrigated, and then maintained by the HOA with live plant materials.

West Goodyear Elements.

Entries to the Project off of Van Buren Street, Citrus Road, and Roosevelt Street are surrounded by significant open space areas, which will be landscaped consistent with an agrarian theme, including olive and/or palm groves, and provide an inviting streetscape with decorative paving and a sense of arrival for residents and visitors as they enter the Project. See Exhibits 10(A-C) for entry features.

Las Palmas will employ agrarian theming around its parks with split rail (or cable rail) fencing at park entrance features that reflect the historic agricultural character of the area as well as split rail (or cable rail) fencing as an accent along Citrus Road.

Citrus Road frontage will include a 9' wide landscape strip with shade trees planted 25-feet on center adjacent to curb and gutter and an 8' wide concrete sidewalk adjacent to the landscape strip.

"West Goodyear" identification will be included on the Project's entry monumentation as well as at the corner of Citrus Road and Roosevelt Street to help tie the Project into the overall character of ongoing development in this portion of Goodyear.

V. Proposed Uses Development Standards

Several modifications to uses and development standards are necessary to accommodate development of the Las Palmas community pursuant to Section 3-5 of the Zoning Ordinance. As set forth below, modifications to permitted uses are requested to (a) permit Lennar's "Next-Gen" product with independent living suites for multi-generational households, (b) ensure low-intensity uses within the proposed commercial parcel, and (c) permit a well site within the Project. Modifications to development standards are also proposed to (d) provide for variation to lot size and depth within the R1-4 Reduced district, (e) limit the height of commercial buildings, (f) allow for additional screening of homes with solid masonry walls, and (g) clarify covered patio dimension and encroachments. Where the text of the PAD Overlay differs from the Zoning Ordinance, the PAD Overlay shall prevail.

Modifications to Commercial Uses and Development Standards:

Permitted Uses

Las Palmas includes an approximately 37-acre commercial site along Van Buren Street. In order to provide a large area of non-residential uses and accommodate the Luke AFB graduated density concept, the Applicant proposes to modify the use list for the C-2 district in Section 3-3-3 of the Zoning Ordinance to promote low intensity uses. Additional uses that are permitted in the C-2 district (some with and some without use permits) are added as permitted by right with specific restrictions to limit their intensity. Other higher intensity uses that are otherwise permitted in the C-2 district are prohibited by this PAD overlay. Except as set forth in this Section V, Section 3-3-3 shall govern permitted uses in the C-2 district in Las Palmas. Where the text of this PAD overlay differs from the Zoning Ordinance, this PAD overlay shall prevail.

The following uses shall be added to Section 3-3-3.a as a principally permitted use by right:

- Storage buildings consisting of individually rented storage rooms which are independently accessed and locked and are used for dead storage purposes, including indoor RV storage, shall be permitted subject to the following conditions:
 - (i) the storage property is located on the northern half of the C-2 Parcel,
 - (ii) the storage property occupies no more than 20% of the C-2 Parcel,
 - (iii) windows or faux windows, if installed, shall not be mirrored in a manner that causes glare or reflection,
 - (iv) all windows/doors shall be tinted,
 - (v) the interior contents, decorations and interior storage unit doors (or replica unit doors) shall not be visible from the exterior of the building in any direction,
 - (vi) the interior of the building should not be visible from any public street with the exception of the public office/customer entrance,
 - (vii) the hours of operation shall fall between 5:00 a.m. and 10:00 p.m. Monday – Sunday,
 - (viii) any sliding gates installed shall be screened in an architecturally designed manner which shields the interior storage from the public view; however, PVC, vinyl, or similar slats inserted into a gate does not constitute an architecturally designed manner
 - (ix) if RV Storage is provided, the RV storage area shall be fully screened from street views and from the residential development, contained within a building and the buildings shall match the main building on the site.
- Indoor Equipment rental shall be permitted only upon the following conditions: all maintenance and repair of such equipment is done within an enclosed building as to limit noise and light.
- Brewpub shall be permitted only upon the following conditions: (i) all manufacturing, storage, and retail sales occurs within an enclosed building and (ii) any outdoor storage of goods, inventory, machinery, or equipment is screened by a minimum 6' solid block wall.

The following uses shall not be permitted:

- Adult bookstore, adult novelty store and adult theater
- Bus terminals
- Cleaning and dying plants

- Hotels and motels
- Pawn shop
- Taxidermist

Building Height

The Applicant proposes to modify the C-2 development standards to limit building height to 30', where 56' would otherwise be permitted. See Table 4 below. The proposed decrease in height, along with the modifications to the C-2 use list above, is intended to facilitate low-intensity commercial use at the commercial site, which is adjacent to existing and proposed single-family residential. The proposed 30' maximum height for the C-2 district is similar to the maximum height in the Residential Portion of the Project with the exception of parapets, towers and architectural elements. The C-2 development shall maintain the base C-2 development standards in Section 3-3-6 of the Zoning Ordinance except the Maximum Height which shall be 30 feet (for the purposes of Maximum Height, building height shall be measured exclusive of the height of any architectural elements or parapet walls permitted by Article 8-3, Sections B and C).

Modifications to Residential Uses and Development Standards:

Lot Dimensions

The Applicant proposes to modify the development standards for the R1-4 Reduced district to permit a portion of lots within the R1-4 Reduced district to be developed with lot area and lot depth that is 5 percent less than the district minimum and with a rear setback reduction from 20' to 15'. The proposed modification will also ensure that at least half of the lots within the R1-4 Reduced district are developed with 15 percent greater lot area and lot depth and a 20' rear setback ("Extended Lots"). This modification will help increase lot diversity by creating multiple lot sizes within the R1-4 Reduced district. The Extended Lots will provide additional area for homeowners to invest in backyard amenities, including private pools. The decreased lot sizes and rear setbacks will help expand the Project's appeal to multiple homebuyer segments by catering to homeowners who prefer to minimize yard and property maintenance obligations. They will also allow for deviations around knuckles caused by the circulation layout. While the Zoning Ordinance allowance for reduced lot dimensions permits reductions to lot width and side setbacks, this PAD Overlay is necessary to modify lot area, lot depth, and rear yard setback. Table 5 below illustrates the proposed modifications to the R1-4 Reduced district in strikethrough format. No changes are proposed the R1-6 Reduced standards.

Las Palmas will provide residents with a generous open space and amenities package. With 25 percent net residential open space, the Project significantly exceeds the 15 percent required minimum. The Project will also feature an approximately 9-acre Central Park with a resort style pool with parking and bathrooms and additional active amenities and space for events. Four amenitized Pocket Parks will also be located throughout the site, for a total of approximately 13 acres of park space. The Project also provides a robust internal trail system providing access for all residents to access the open space and park features throughout the Project. Each lot will be within 500' of a pathway linkage to the Project's parks and open space.

Table 4 – Las Palmas PAD Overlay Residential Development Standards

Development Standards – Single Family Districts			
Standard	R1-6 Reduced	R1-4 Reduced	R1-4 Reduced PAD Overlay

Lot Standards			
Minimum Lot Area (sq ft)	5,500	4,500	4,275 (6)
Minimum Lot Width (ft)	55	40	40
Minimum Lot Depth (ft)	100	100	95 (6)
Building Form and Location			
Maximum Height (ft)	30	30	30
Maximum Building Coverage	60%	75%	75%
Minimum Setbacks (ft)			
Front (1)	10	10	10
Front facing garage	20 (5)	20 (5)	20 (5)
Side	5	5	5
Total Both Sides	10	10	10
Street Side (4)	10	10	10
Rear	20	20	15 (6)
Development Standards			
Open Space % (of net area)	15	15	15

(1) Front setback shall be measured to patios, livable space, and side entry garages

(4) Where a minimum 10 foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies

(5) Total of both sides setback may be reduced to 10 feet subject to the requirements as provided in Section 3-2-3-D

(6) At least 50% of the lots within the R1-4 Reduced District in Las Palmas shall be “Extended Lots” with a minimum lot area of 5,175 sf. a minimum depth of 115’, and a minimum rear setback of 20’.

Residential Interior Suite with Cooking Facilities

Lennar has developed a “Next-Gen” plan it will offer within the Residential Portion of Las Palmas that provides a separate suite within a home designed for family generations living together as one household, but with the independence of separate space. The “Next-Gen” suites include a separate living, bedroom, and kitchen space along with a stackable laundry area making these homes ideal for older family members or young adults not ready to move from home. The “Next-Gen” suites are not separate dwelling units, but will operate as an accessory to a single-family dwelling unit with a common address, driveway, and utility service. In addition, architectural controls will ensure the appearance of a single-family home. While the “Next-Gen” suite is integrated into the home, a separate living and cooking space provides the independence sought by this market segment.

The Applicant proposes to modify Section 3-2-2 of the Zoning Ordinance to add the following as a permitted use accessory to a single-family dwelling unit in the R1-4 and R1-6 districts for Las Palmas. Except as set forth in this Section VI, Section 3-2-2 shall govern permitted uses in the R1-4 and R1-6 districts in Las Palmas. Where the text of this PAD overlay differs from the Zoning Ordinance, this PAD overlay shall prevail.

The following shall be permitted as an accessory use in the R1-4 and R1-6 Zoning Districts of Las Palmas:

Interior suite with accessory cooking facilities, subject to the following:

- a. Dwelling units with an interior suite with accessory cooking facilities are permitted in in Las Palmas.
- b. An interior suite with accessory cooking facilities shall only be part of a single-family detached dwelling unit and must be under the same roof structure.

Only one interior suite with accessory cooking facilities shall be permitted per lot and shall be located on the ground floor.

c. An interior suite with accessory cooking facilities shall not have utility services that are metered separately from the remainder of the dwelling unit.

d. At least one internal doorway shall be provided between the interior suite with accessory cooking facilities and the remainder of the dwelling unit.

e. An interior suite with accessory cooking facilities shall not have a private yard area that is fenced or walled off from the remainder of the lot. This requirement shall not prohibit required pool fences, fenced in animal areas, garden fencing, or other fencing used for different purposes.

f. An interior suite with accessory cooking facilities shall not have a parking space served by a driveway separated from the main driveway and parking areas provided for the remainder of the dwelling unit, unless otherwise approved by the City of Goodyear.

g. An interior suite with accessory cooking facilities shall not provide separate mail service or have a separate address from the remainder of the dwelling unit. Elevations must minimize any secondary entry visible from the street and have the appearance of a single-family home. Entry via a second garage in a shared driveway fulfills this requirement.

Walls Along Residential Lots

Section 5-2-2-A-6 of the Goodyear Zoning Ordinance requires partial view fencing for any wall within 20 to 50 feet of another fence or wall. In order to maintain privacy for homes within Las Palmas, the Applicant requests a deviation to allow solid walls to screen homes while including partial view fencing on portions of the wall that do not provide views directly into homes. The proposed language modification is as follows in strike-through format:

The minimum separation between fences and/or walls shall be twenty (20) feet. Any fence or wall **not along the boundary of a residential lot** constructed within twenty (20) to fifty (50) feet of another fence or wall shall have a maximum of four (4) feet of masonry and shall use view fencing for the remaining portion of the fence or wall. **Walls along a residential lot within twenty (20) to fifty (50) feet of another fence or wall may include six (6) feet of masonry to screen the home, except that side walls along the rear setback portion of the lot shall have a maximum of four (4) feet of masonry and shall use view fencing for the remaining portion of the wall.** This regulation does not apply to retaining walls that do not extend above ground level.

Covered Patio Dimensions

The City of Goodyear Design Guidelines for Single Family Residential Section 3.B(2)(u) requires covered patios with a minimum 100 square feet area and minimum interior dimension of 10'. In order to provide flexibility to achieve the 100 square feet minimum covered area while allowing for varied patio designs, the Applicant proposes modifying the design guidelines' language to permit a minimum interior dimension of 8' covered so long as the total covered area is a minimum of 100 sf. In addition, a maximum 5' encroachment into the rear setback is needed to accommodate all of the product plans anticipated for this Project. The proposed language modification is as follows in strike-through format:

A useable, covered outdoor patio should be provided on the rear side of each unit. Covered patio dimensions should be at least 100 square feet, with a minimum interior dimension of ~~ten feet (10')~~ **eight feet (8')**. **A covered patio may encroach up to five feet (5') into a rear setback.**

Well Site Use Permitted:

It is anticipated that a potable water well site will be developed within the Property at a location to be determined by the water provider. Such well site could be developed within any of the zoning districts within the Property.

The following use shall be added as a principally permitted use by right in all districts within Las Palmas:

- Potable Water Well Site

VI. Circulation and Access

The Property is located along two arterial roads (Citrus and Van Buren) and a collector (Roosevelt) with only a single row of residential lots separating it from another arterial (Perryville) on the west. It is approximately one-quarter mile south of the I-10 freeway and approximately one mile west of the Loop 303, providing convenient access throughout the Valley.

The Residential Portion is a gated community with private streets. Three points of access will be provided to the Residential Portion, along each of Roosevelt, Citrus, and Van Buren. Each of the three access points feeds into a proposed 41' local street that leads the Central Park. Proposed 33' local streets provide access to the residences throughout the Project. All sidewalks within the Residential Portion will be detached with a 5.5' landscaped planter strip. Required half-street improvements will be made to each of Van Buren, Citrus, and Roosevelt, which will also include detached sidewalks. See Circulation Plan, Exhibit 9A, and Street and Trail Sections, Exhibit 9C.

The commercial parcel will have separate vehicular access from Van Buren. Additional detail regarding circulation and access for the commercial parcel will be provided once specific uses are planned in the site plan review process.

A Transportation Impact Analysis by Kimley Horn provides further discussion of circulation and access and is submitted under separate cover with this application.

VII. Landscaping

The style and character of the landscape plan for the Residential Portion will complement and enhance the surrounding community. It features design accents that utilize minimal amounts of water while creating a sense of place unique to Las Palmas. The sustainable plant palette is an homage to the Sonoran Desert featuring native plants with an infusion of adaptive natives that will balance desert living with responsible water use.

The landscape will be watered by an automated irrigation system designed to maximize efficiency and reduce water usage. A master valve and flow sensor combination will virtually eliminate uncontrolled

flow due to leaks, ruptures, or system failure, even when the system is not actively monitored. Smart controllers will ensure appropriate watering schedule based on seasonal requirements and will be programmed to automatically shut off during storm events.

The style and character of the landscape throughout the site complements and enhances the surrounding community featuring shade trees and colorful low water using accents. The sustainable perimeter plant palette on the west and south is an homage to the Sonoran Desert featuring native plants with an infusion of adaptive natives balancing desert living with responsible water use.

The proposed site plan features open spaces throughout the site connected by a series of well-defined trails for resident use and enjoyment. At the heart of the community is an approximately 9-acre Central Park, and four Pocket Parks will be located throughout the site to ensure convenient access to high quality amenities for all residents. Several of the open spaces include large lawn areas that also serve as detention basins during storm events.

Also integral to the landscaping plan is the comprehensive trail system featuring a 6' paseo/ park trail, an 8' sidewalk from the entrances to the central amenity, and an 8' equestrian trail that connect the community. The 5.5' detached sidewalks are incorporated into the circulation for all residents to enjoy.

VIII. Walls and Entry Monumentation

The Residential Portion of Las Palmas is a gated community with private streets that includes three vehicular entrances with one each along Roosevelt Street, Citrus Road, and Van Buren Street. Architecturally distinct, sophisticated entry monuments welcome residents and guests to the community and define the entry to Las Palmas as a West Goodyear community. The entry monument sign utilizes the perimeter wall material as a backdrop, with contrasting exquisite stone featured behind the entry lettering. As the first impression to the community, the masonry block and clean lines represent a quality built environment, and the stone conveys craftsmanship while the finishes are a nod to the region's desert heritage. The planter fronting the main slab softens the base and shows the fusion of the natural and built environments. See Exhibit 11(A-C).

The community walls are comprised of honed CMU block and accented with split face block in muted complementary desert colors. The equestrian trail features vinyl plank posts and rails that maintain views and provide boundary definition. Walls along arterials will be 6'-8".

IX. Architectural Guidelines

The unique, upscale style of Las Palmas is defined by design features, complementary building materials, and architectural focal points. The architectural elements are harmoniously blended to provide a site-specific identity that integrates into the surrounding area while creating an inviting atmosphere for both residents and guests. This concept offers a variety of housing types within the master planned community.

The proposed homes will be made of high-quality material with architectural features to ensure long-term use and assist in protecting land values. The owner will submit color palettes for roof materials, accessory structures, and other items associated with the development. Up to 19 single-family residential

floor plans with at least three color schemes/elevations per plan will also be submitted by the developer for City approval.

Three series of homes will be offered at Las Palmas, which could range in size from approximately 1,200 sf to approximately 2,600 sf. All three series offer various and diverse housing design. “Next-Gen” plans will be offered within the R1-4 Reduced and R1-6 Reduced districts; these include a separate suite within a home, designed for family generations living together as one household, but with the independence of their own space. The “Next-Gen” suites include a separate living, bedroom, and kitchen space along with a stackable laundry area making this option ideal for older family members or young adults not ready to move from home. A portion of the lots within the R1-4 Reduced zoning district will be developed with 95’ depth and a 15’ rear setback. These layouts will accommodate homeowners seeking to maximize living area while minimizing back yard maintenance. At least half of the lots in the R1-4 Reduced district will include an extended depth of 115’ and a 20’ rear setback, which will appeal to homeowners seeking additional back yard space that allows for private pools or other backyard amenities. Overall, the R1-4 Reduced district will allow for a mix of home product with one- and two-story designs and provide a variety of elevations and color schemes to provide visual interest within the Project.

All architecture will adhere to the City of Goodyear’s design requirements. The architecture will incorporate a variety of architectural features and colors that enhance the surrounding community and provide visual continuity within the master planned community. The elevations incorporate specific architectural styles, including Spanish Colonial, French Country, Craftsman, Tuscan, Farmhouse, Ranch Hacienda, Cottage, Western Territorial, and Desert Prairie, each with their own specific high-quality detailing, shutter design, roof style, texture and pitch and stone profile providing a wide variety of architectural features and interest within the planned community. Garage doors, front doors, and coach lights are also varied between architectural styles and color schemes are tailored to each style with a minimum of three color palettes for each style.

X. Community Facilities and Services

Service	Provider
Elementary School District	Liberty Elementary School District # 25
High School District	Buckeye Union High School District #201
Library	City of Goodyear
Police	City of Goodyear
Fire	City of Goodyear
Refuse	City of Goodyear

XI. Utilities and Services

Utility	Provider
Water	Arizona Water Company
Wastewater	City of Goodyear
Solid Waste	City of Goodyear
Electric	Arizona Public Service

Gas	Southwest Gas
Telephone Cable	Cox Communications/Century Link

XII. Water and Sewer

The Project is located within the West Goodyear Central Planning Master Wastewater Area within the Goodyear sewer service area. The downstream City of Goodyear trunk sewer lines have been constructed up to Yuma Road. An extension of the Citrus Road trunkline from the existing sewer manhole in Yuma Road to the site entries on Van Buren Street and Citrus Road will be required for the development of this Project. Ranging from eight to ten inches in size, all on-site public sewers will be located within public sewer easements within the local street network or tracts. All lots and parcels will be served via gravity sewer service. Refer to the Master Sewer Report provided with this application for additional wastewater system information.

The Project is located within the Arizona Water Company water service area. While smaller public water mains exist in the area, Las Palmas will require a water campus consisting of a well, booster pump, and treatment to serve the development with domestic water and fire flow. The approximately 6-acre Water Campus is planned for the northwest corner of the site and will be owned and operated by Arizona Water Company. The campus will be designed to serve the Las Palmas development and will be connected internally utilizing 8 or 12-inch size public water mains. All on-site water mains will be located within the local street network or dedicated easements located within open space. The Water Campus facilities may be expanded by Arizona Water Company for additional capacity unrelated to this development. The water campus will be connected to the existing Arizona Water Company network for redundancy purposes. Arizona Water Company has requested an additional well site on the Property and is working with the Applicant to identify an appropriate location but, at this time, the location has yet to be determined. Refer to the Master Water Report provided with this application of for additional water system information.

XIII. Grading and Drainage

A portion of the Property is located within FEMA Special Flood Hazard Area Zone AH, which is defined as having flood depths of one to three feet, usually due to ponding. The Zone AH on-site has a base flood elevation of 1010 feet (NAVD88). The remainder of the site is located within Flood Zone X, which is defined as “Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from the 1% annual chance flood.” The southwest corner of the site is in a pending Zone AE floodplain from the 191st Avenue Wash per FCDMC. This is a non-FEMA regulated local floodplain based on runoff from the 191st Avenue Wash north of I-10 that contributes to the site from the northwest across Perryville Road in sheet flow conditions. Zone AE is defined as “Areas subject to inundation by the 1%-annual-chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are determined.” Finished floors will be elevated 1 foot above the base highwater elevations on site and additional analysis of offsite flows will be completed to ensure design accommodations are sufficient. Refer to the Master Drainage Report provided with this application of for additional information.

The Property is mostly flat and is currently an abandoned agricultural field that has turned fallow. The site generally drains from the northwest corner to the south, where ponding occurs against the RID Canal and Van Buren Street located to the south. The site will be graded with channels protecting the northern and western boundaries. These channels will convey the drainage to larger retention/weir basins,

which will release the flows to the south as sheet flow to match the historical condition across Van Buren Street.

A CLOMR/LOMR permit will be required from FEMA to alter the floodplain boundary along the southern portion of the site in order to remove the planned lots located within the existing floodplain. Upon approval of the CLOMR, the ponding area along the southern boundary of the site will be re-graded into retention/weir basins. After grading has been completed, a LOMR will be obtained to remove floodplain from the required areas.

The development will utilize on-site retention basins throughout the site to retain the 100-year storm design. Dry wells will be used in all basins to dispose of stormwater. The retention/weir basins along the southern boundary will hold both compensatory storage required by the floodplain permit and a portion of the onsite retention requirements. It is anticipated that the commercial and residential property owners will enter into a storm water maintenance agreement to share the costs in maintenance and repair for the shared storm water conveyance channels and retention basins.

XIV. Covenants, Conditions, and Restrictions

A set of Covenants, Conditions, and Restrictions (“CC & Rs”) will establish a master homeowners’ association (“HOA”) that will be responsible for the maintenance of the perimeter theme walls, signage, landscape buffers and landscaping in all common areas and rights-of-way of the residential portion. The commercial parcel may also include CC & Rs if desired by the eventual owner.

XV. The Project Is in Conformance with the Rezoning Evaluation Criteria of Zoning Ordinance Section 1-3-1.D.3

Section 1-3-1.D.3 of the City of Goodyear’s Zoning Ordinance sets forth evaluation criteria to be considered for amendments to the zoning map. As described below, Las Palmas is in conformance with these criteria and meets the goals and objectives provided in the City of Goodyear’s planning documents.

a. Consistency with the goals, objectives, policies and future land use map of City’s General Plan; consideration of current market factors, demographics, infrastructure, traffic, and environmental issues; and if conditions have changed significantly since the Plan was adopted

The City of Goodyear’s General Plan Land Use and Transportation Map designates the Property as Neighborhood, which permits residential densities up to 5 du/ac anywhere within the designation. The Project’s 3.42 du/ac density is within this range. The Neighborhood Land Use designation also permits limited commercial areas at the intersection of arterials. The proposed commercial parcel along Van Buren Street will be accessed from an arterial (Van Buren Street), while it will be separated from another arterial (Perryville Road) by only a single row of existing residential lots and conforms with the intent of the General Plan. The commercial parcel is proposed to be low-intensity commercial uses, with permitted uses and building height limited through a PAD Overlay. In addition, the Water Campus is proposed to be zoned Public Facilities District (PFD), which is permitted in the Neighborhood Land Use designation. The Project’s consistency with specific goals, objectives, and policies in the General Plan is provided below.

Standard 5. *Goodyear promotes a safe walkable and bikeable community. Each development should be located and designed to reduce vehicle trips and miles whenever possible. Pedestrian*

and bicycle connections shall be provided between and within developments to allow the community to walk or bike to nearby destinations.

The Residential Portion of Las Palmas has been designed with a focus on interconnectivity. The Project's 25 percent net open space, including approximately 13 acres of parks will be connected by a robust network of trails and paths through the community to provide connectivity for pedestrians and cyclists. In addition, the inclusion of integrated commercial on the southwest of the Project will permit easy pedestrian and bicycle connections to commercial uses and will reduce vehicle trips.

Standard 9. *Residential densities over 2 dwelling units per acre are discouraged from locating within ½ mile of the 65 DNL noise contour lines of Luke Air Force Base and densities should be graduated away from the 65 DNL contour lines.*

The Project is designed to conform with the noise contour line of the Luke Air Force Base – with the lower density located on the northwest portion of the Property and the higher density residential toward the east, with all portions of the Project meeting the Luke AFB noise contour line requirements. In addition, the western portion of the Property, within the 2 du/ac portion of the site will include low-intensity commercial uses, a water campus, and ample open space and park area in conformance with the graduated density concept.

Standard 25. *Low Density Residential. Single family, detached and attached, residential uses with densities up to 5 dwelling units per acre are appropriate throughout the Neighborhoods category.*

The Project has an overall residential density of 3.42 du/ac, which is well within the 5.0 du/ac density permitted throughout the Neighborhood land use.

Standard 31. *Pedestrian and bicycle connections shall be provided to internally and externally link residential uses to nearby commercial uses, schools, parks, other neighborhoods, and other important destinations by walking or biking.*

Standard 32. *New subdivisions should be designed to provide convenient pedestrian access to adjoining streets, open spaces, and commercial areas. Subdivision design is encouraged that minimizes or avoids the use of typical subdivision perimeter walls. If subdivision walls are proposed, they should include pedestrian access points for pedestrian movement. The pedestrian access points should be strategically located to maximize usage by residents.*

Standard 33. *Gated communities do not have to provide pedestrian access points but they should allow for public regional trail connections. Gated communities are encouraged to provide pedestrian access points even if they only provide access to residents who live in the community.*

While the Residential Portion of the Project is gated with private streets, it includes three entrances, each with the design of a primary entrance. These entrances feature pedestrian access points and will include hardscape and landscape enhancements, including decorative paving and olive and palm tree groves. In addition, a wide variety of pedestrian connections are planned. All private streets within the Project feature detached sidewalks, and a 6' paseo/trail runs throughout the Project connecting to parks and open space. Pedestrian paths along Roosevelt, Citrus, and Van Buren are proposed as 8' meandering walks to enhance the pedestrian experience. An 8' equestrian trail will also connect through the Property between Roosevelt and Van Buren.

Standard 34. *Neighborhood Commercial uses may be considered at the intersection of two arterial roadways (Arterial, Major Arterial, Scenic Arterial, or Parkway) or to buffer a residential use from an industrial use or interstate freeway within the Neighborhoods category. Neighborhood commercial uses typically serve a trade area of 3-5 miles and typical uses would include grocery*

stores, drug stores, fueling stations, neighborhood offices, and restaurants. A neighborhood commercial site is typically a stand-alone development 20 acres in size or smaller but the size of the commercial development is not restricted so long as the intensity (e.g., building height, lighting, noise, traffic) of the commercial use is compatible with the surrounding area; the development contains uses typically needed and supportive of the neighborhood; the form of the development is consistent with the surrounding area; and connectivity is provided to nearby trails, open spaces, and residential areas.

The integrated commercial parcel planned for the Las Palmas community is located on the southwest corner of the Property. The commercial parcel is bound by Van Buren on the south, and a row of single-family lots before Perryville Road on the west. It will be accessed from an arterial to the south (Van Buren Street), while another arterial (Perryville Road) is only approximately 225' to the west. The commercial parcel is proposed to be low-intensity commercial uses, with permitted uses and building height limited through a PAD overlay in order to conform with the character of the surrounding residential uses.

Objective GD-2-1. *Ensure that new development pays its fair share toward the cost of additional public service needs generated by that new development.*

This Project will pay its fair share for infrastructure. It is part of the West Goodyear Central Planning Master Wastewater Area and will pay its share of sewer infrastructure. Part of the Project is the development of a Water Campus to serve Las Palmas with anticipated excess capacity. In addition, a Traffic Impact Analysis prepared by Kimley Horn is included with this submittal and address transportation infrastructure requirements.

Goal CC-1. *Vibrant and complete neighborhoods recognized as being people and family-friendly, each with their individual character yet connected and integrated into a cohesive Goodyear.*

Objective CC-1-1. *Create and foster complete neighborhoods.*

The Project fosters complete neighborhoods through providing diverse housing options and robust amenities. The site plan provides for smaller lots within the southeast area of development with larger lots on the northwest area, consistent with the Luke AFB noise contour line. Overall, there will be three different lot sizes and a total of 19 residential floor plans with three color schemes/elevations per elevation. The variation of lot size is designed to allow for a variety of home buyers and move-up opportunities within the community. Lennar's Next-Gen product also offers a feature to allow for multi-generational households to live together while maintaining a sense of independence and attract an underserved segment of the homebuying market.

Within the General Plan, neighborhood commercial centers and access to parks and recreational facilities are identified as key components of complete neighborhoods. This Project includes a focus on both of those community aspects – with a commercial area on the southwest portion of the Property as well as the planned Innovation Centre to the east. The Project also offers a significant increase over the required open space with approximately 13 total acres of parks, including an approximately 9-acre Central Park to ensure active and passive recreational opportunities are available for residents of all ages.

Objective CC-1-2. *Ensure neighborhoods are internally and externally connected.*

The comprehensive circulation plan notably includes trails that ease the distance needed for pedestrians to travel through the community and also includes a connection to the RID Canal trail as well as an 8' wide equestrian trail connecting from Roosevelt Street to Van Buren Street through the Project and

along the RID Canal to Citrus Road. These connections will provide numerous options for exercise and multimodal connectivity within Las Palmas and to the surrounding area.

Objective CC-1-3. *Foster the creation and maintenance of attractive, high quality neighborhoods.*

The Project is designed with generous open space and amenities to create and maintain an attractive and high quality neighborhood. The streetscape will be enhanced with entryways featuring decorative paving, high quality monumentation signs, and various tree groves. All architecture within the Residential Portion will adhere to the City of Goodyear's design requirements. The architecture will incorporate a variety of features and colors that enhance the surrounding community and provide visual continuity within the master planned community. The elevations incorporate specific architectural styles, including Spanish Colonial, French Country, Craftsman, Tuscan, Farmhouse, Ranch Hacienda, Cottage, Western Territorial, and Desert Prairie, each with their own specific high-quality detailing, shutter design, roof style, texture and pitch and stone profile providing a wide variety of architectural features and interest within the planned community.

Objective CC-1-5. Promote neighborhood identity within a shared City culture and bring neighborhoods together.

The Project will include "West Goodyear" identification on Project monumentation. The Project also includes agricultural themed design to pay homage to the area's historical character.

Goal CC-2 A diverse stock of high quality housing that meets the needs of all residents.

Objective CC-2-1. *Provide diverse and quality housing products.*

The Residential Portion of Las Palmas will be gated with private streets, providing a homebuying option with a feel of additional privacy, prestige, and security that appeals to a segment of homebuyers and will help diversify the surrounding area. The Project features a mixture of three different lot sizes and a total of 19 residential floor plans with three color schemes/elevations per elevation. The variation of lot size is designed to allow for a variety of home buyers and move-up opportunities within the community. Lennar's Next Gen product also offers a feature to allow for multi-generational households to live together while maintaining a sense of independence and can attract an underserved segment of the homebuying market. At least 50 percent of lots in the R1-4 Reduced district and all lots in the R1-6 Reduced district will provide increased lot depth to allow homeowners to have additional backyard amenities, including private swimming pools.

Goal CC-3 A parks, trails, open spaces, and recreation facilities system that is regionally and locally linked and accessible, that serves existing and future residents and contributes to the community's social, economic, and environmental quality.

Objective CC-3-1. *Develop parks and recreation facilities in support of programs and events desired by city residents, that support economic development and that promote neighborhood identity and quality of life.*

The planned parks and recreational facilities within Las Palmas epitomize the policies and goals of the General Plan. Specifically, the General Plan emphasizes parks within the Neighborhood land use category to be focal points of the neighborhood. Las Palmas's approximately 9-acre Central Park will be highly amenitized with a pool (including spa, restroom, showers, deck and chaise lounges), an event pavilion, picnic and barbeque areas, and multiple fields and game amenities. It will serve as a centralized

focal point of the community, consistent with the intent of the General Plan. Four additional Pocket Parks are located throughout the Project, as well as amenitized detention basins and community gathering areas.

Goal CC-4 *A non-motorized trail and path network that provides safe and convenient opportunities for bicycling and walking.*

Objective CC-4-2. *Develop the off-road trail system.*

There is external connectivity from the development to a greater system of trails in Goodyear and Maricopa County. Specifically, the Project includes access to the RID Canal that abuts the southeast corner of the Project. The Project location is in an area designated for future trail development and connectivity by the City of Goodyear through its 2014 Parks, Recreation, Trails & Open Space Master Plan. The master plan proposes trail improvements on the RID canal where adjacent to the Project – with an unpaved trail on the north side of the canal and a paved trail on the south side to the canal. In addition, the Master Plan shows a proposed paved path with a 4' wide unpaved shoulder connecting to the south and north of the property on 183rd Ave. Further, the RID Canal connects to the Maricopa Trail, a 315 mile trail that connects the major regional and municipal parks in the Phoenix Metro area, southwest of the property.

Plans for the Property also account for an 8' wide equestrian trail that acts as a north-south route through the western portion of the Project – providing connectivity and conforming with the objectives within the General Plan.

Goal ED-2 *An environment that nurtures locally based employment and economic opportunity.*

Objective ED-2-1. *Foster the creation of small business within Goodyear.*

The Project is planned with a commercial parcel that will serve the purpose of bringing low-intensity commercial development to the area, consistent with its overall residential character. Based on this commercial parcel's proximity to the planned residential portions of the Project, it may provide opportunities for smaller and local neighborhood-serving businesses to locate near the residents that they will serve. The Project also provides a wide variety of home buying opportunities adjacent to the planned Innovation Centre to the east.

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

The Property is generally flat agricultural land that has gone fallow and can accommodate the proposed development.

c. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of such things as land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values

The Project's layout takes care to account for compatibility with the surrounding area. The Project's density complies with the Luke AFB noise contour lines, permitting a density of 4 du/ac on the eastern portion of the Project and 2 du/ac on the northwestern portion. This layout also provides for separation from existing single-family lots to the west and places the largest lots near that area within the R1-6 Reduced zoning district. The remainder of the Project is bound by the RID canal, Van Buren Street, Roosevelt Street, and Citrus Road. As a gated community, the Project will prevent cut through trips and keep through traffic on the arterials and collectors.

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

The Property is currently zoned PAD with an outdated plan from 2005 that includes a highly variable mixture of lots ranging from 2,000 sf lots for attached court homes to 20,000 sf single-family lots. The Project represents an improvement by providing a more cohesive product mix that appeals to the modern market. The Project also provides features that appeal to a segment of current homebuyers that were not included in the existing zoning, such as gated entries with private streets, and the Next-Gen product with a separate internal suite. Further the proposed commercial site and Water Campus will make use of land within the 2 du/ac portion of the Luke AFB noise contour line and allow for low intensity commercial development to serve the surrounding community and provide a buffer between the proposed residences in Las Palmas and the existing single-family lots within the County to the west. In addition, an 80' drainage easement with revegetated native landscaping along the residential and commercial portions of the Property's western boundary will soften the transition between the Project and the existing lots.

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

The Residential Portion of Las Palmas is consistent with the suburban scale along Citrus Road in West Goodyear and will help meet demand in this growing portion of the City. The Property is conveniently located near the I-10 freeway and could provide nearby homebuying options for employees anticipated for the planned Innovation Centre east of Citrus Road. The only property zoned for suburban scale residential development in close proximity to the Property is the Silva Trails at West Goodyear project at the southeast corner of Van Buren Street and Citrus Road.

f. Demands for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public infrastructure and facilities and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools and emergency services facilities and equipment

As discussed in more detail above, the Project is an infill project and has available infrastructure or can construct connections to it. The Property is part of the West Goodyear Central Planning Master Wastewater Area for sewer infrastructure, and a Water Campus for Arizona Water is planned for the northwest corner of the Property to serve the Project. In addition, as a residential community, the Project will include school-age children. Table 6 below provides a standard student ratio calculation for the Liberty Elementary School District and Buckeye Union High School District.

Table 6 - Standard Student Ratios

School Type	No. of Res. Units	Student Ratio	No. of Students
Elementary School	750	0.30 Students/Unit	225
High School	750	0.19 Students/Unit	143
Total	750		368

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

No adverse impacts are anticipated. The Property is part of the West Goodyear Water and Sewer cost recovery program and has been planned for development.

h. General public's concerns

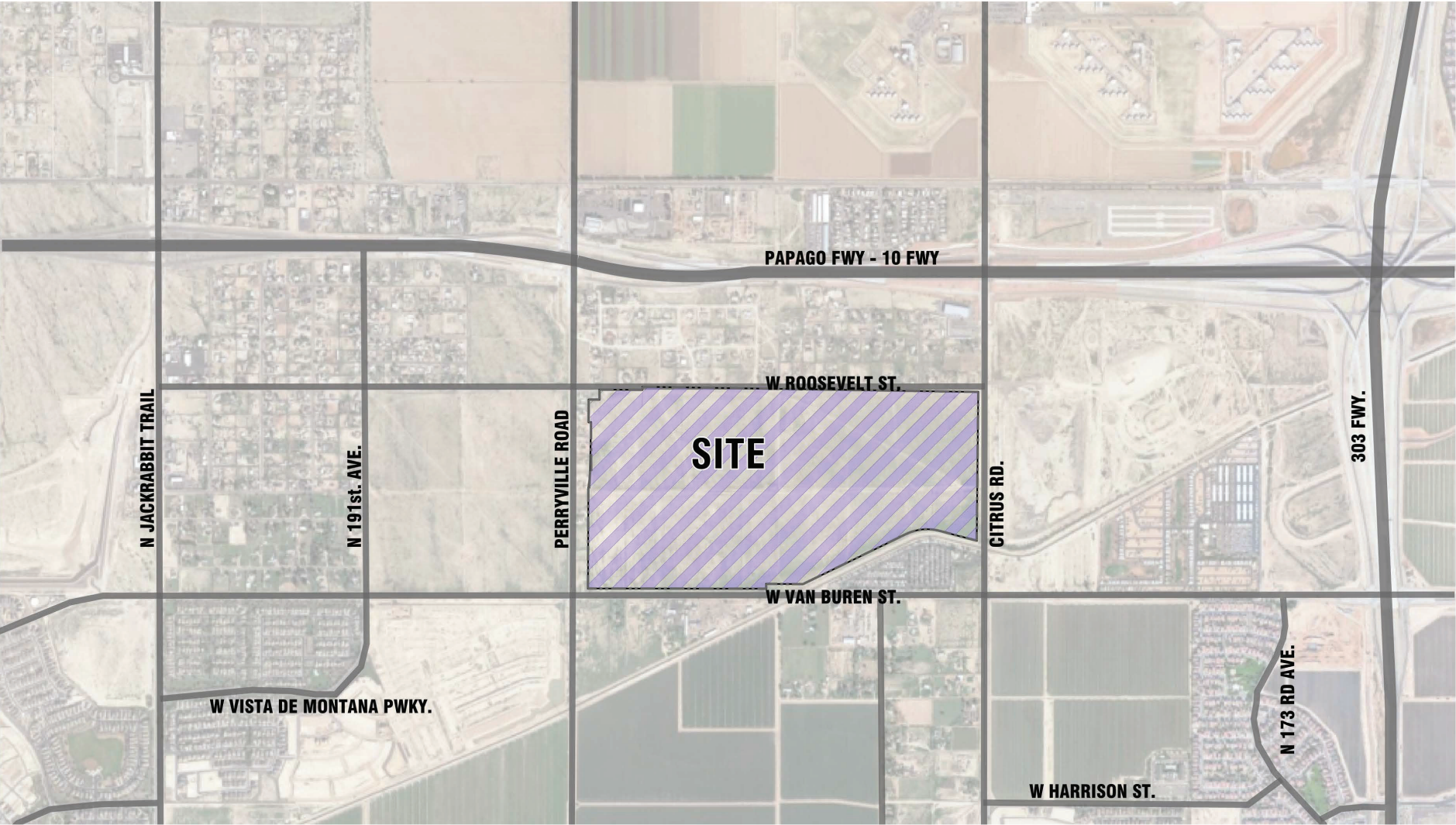
The Applicant will comply with the citizen outreach and notification requirements of Sections 1-3-8 and 1-3-9 of the Zoning Ordinance.

i. Whether the amendment promotes orderly growth and development

The Project accommodates a gated 750-home subdivision with multiple lot sizes and private streets in a growing area of West Goodyear. A low-intensity commercial parcel, Water Campus, and potential school site are also located within the lower density portion of the Luke AFB graduated density concept. As an infill project, Las Palmas will help build out the West Goodyear area and locate a mix of single-family residential home products in close proximity to a planned employment center east of Citrus.

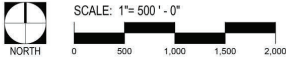
XVI. Conclusion

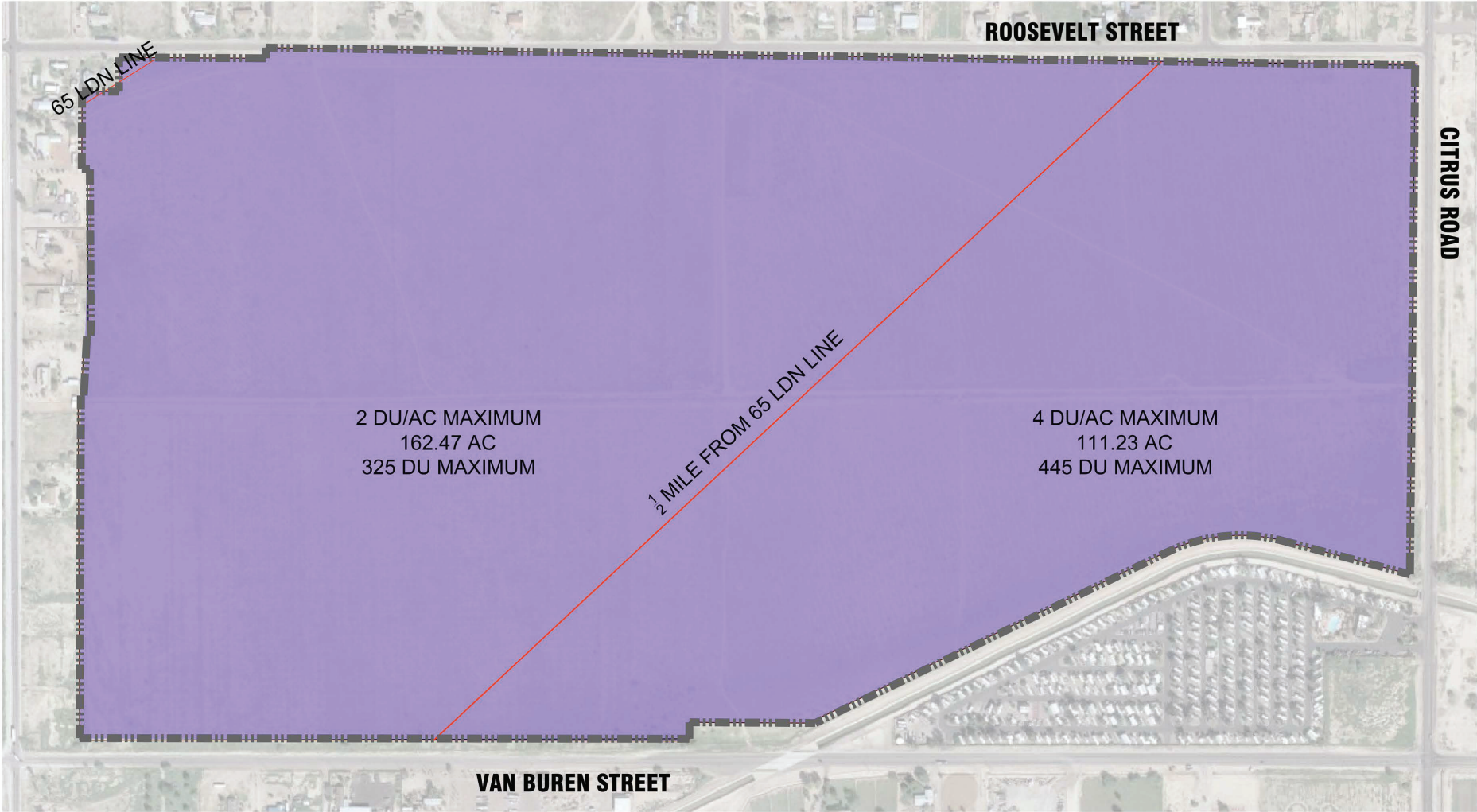
Las Palmas will provide a benefit to West Goodyear by adding a high quality residential community that will appeal to segments of the homebuyer market that are currently underserved in the area. Its parks and open space plan will create a high quality of life for residents and continue to attract new residents to Goodyear and allow for move up options with the lot diversity within the community. The Project also makes use of land that would otherwise remain vacant due to the Luke AFB noise contour line and will provide low-intensity commercial uses to serve the surrounding residential community. The Applicant looks forward to working with the City to bring this project to life.



LAS PALMAS | VICINITY MAP

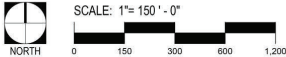
Lennar | Goodyear, AZ | May 26, 2022

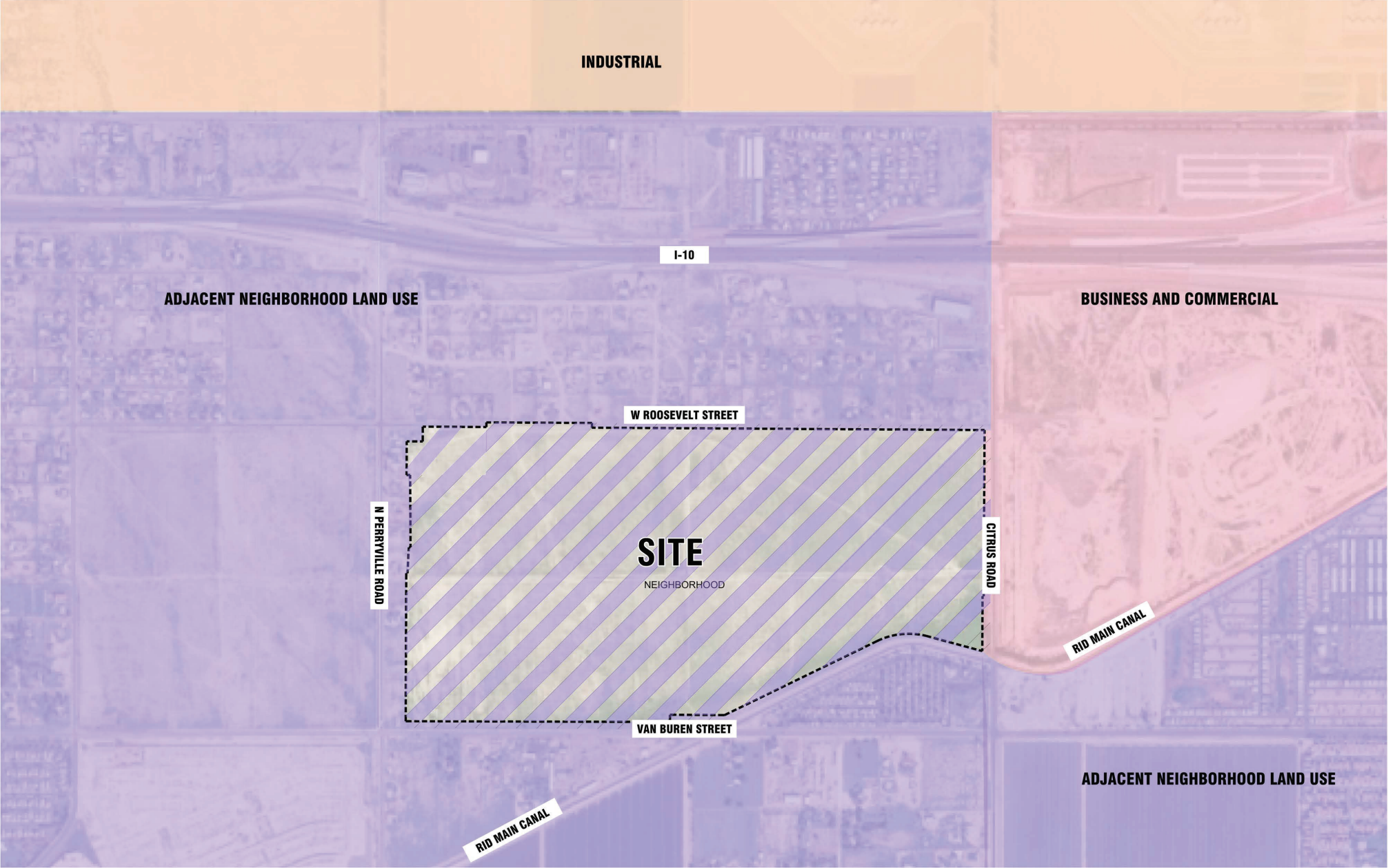




LAS PALMAS | LUKE AFB GRADUATED DENSITY

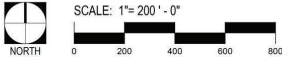
Lennar | Goodyear, AZ | May 26, 2022

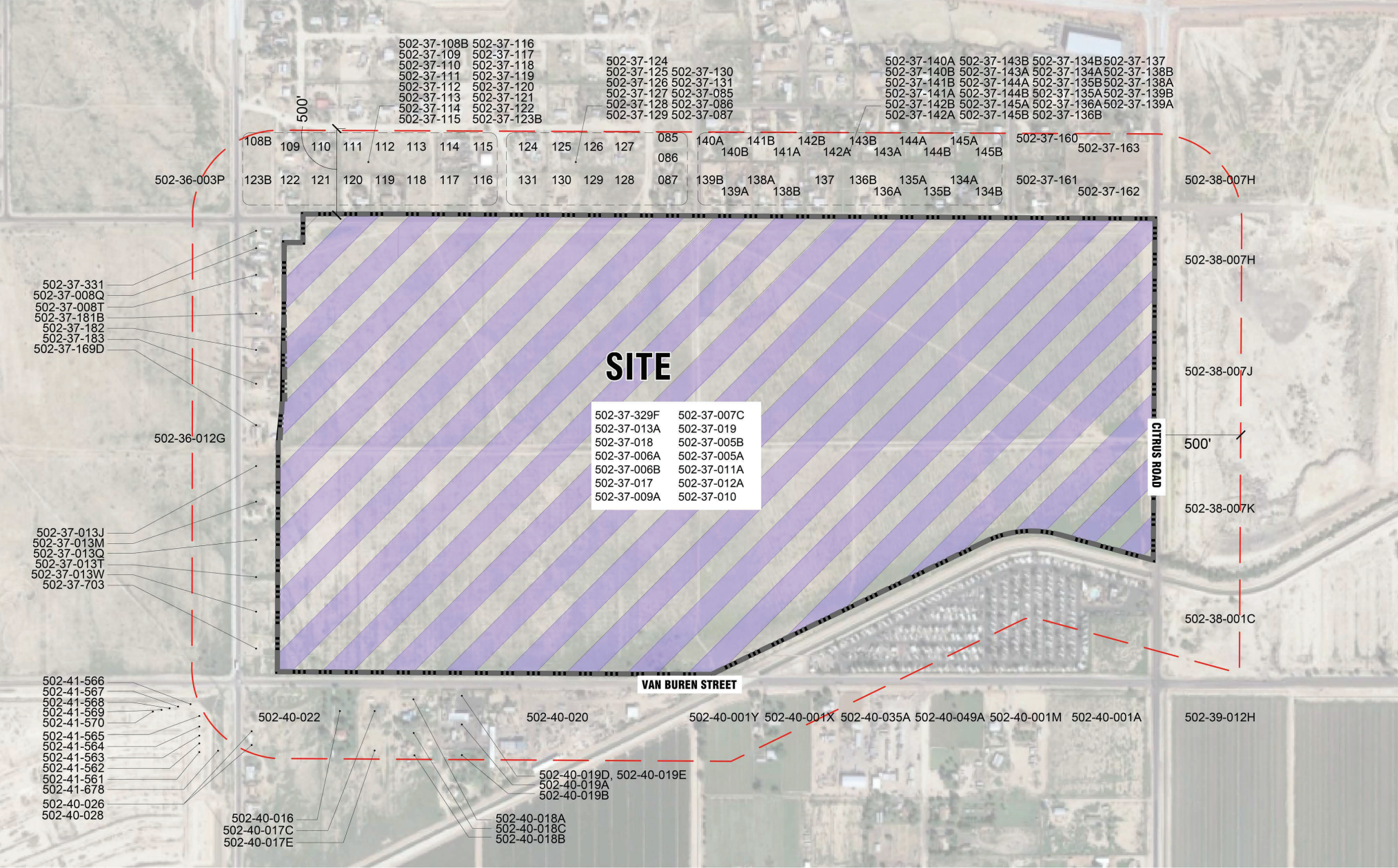




LAS PALMAS | GENERAL LAND USE MAP

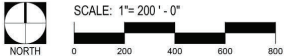
Lennar | Goodyear, AZ | May 26, 2022

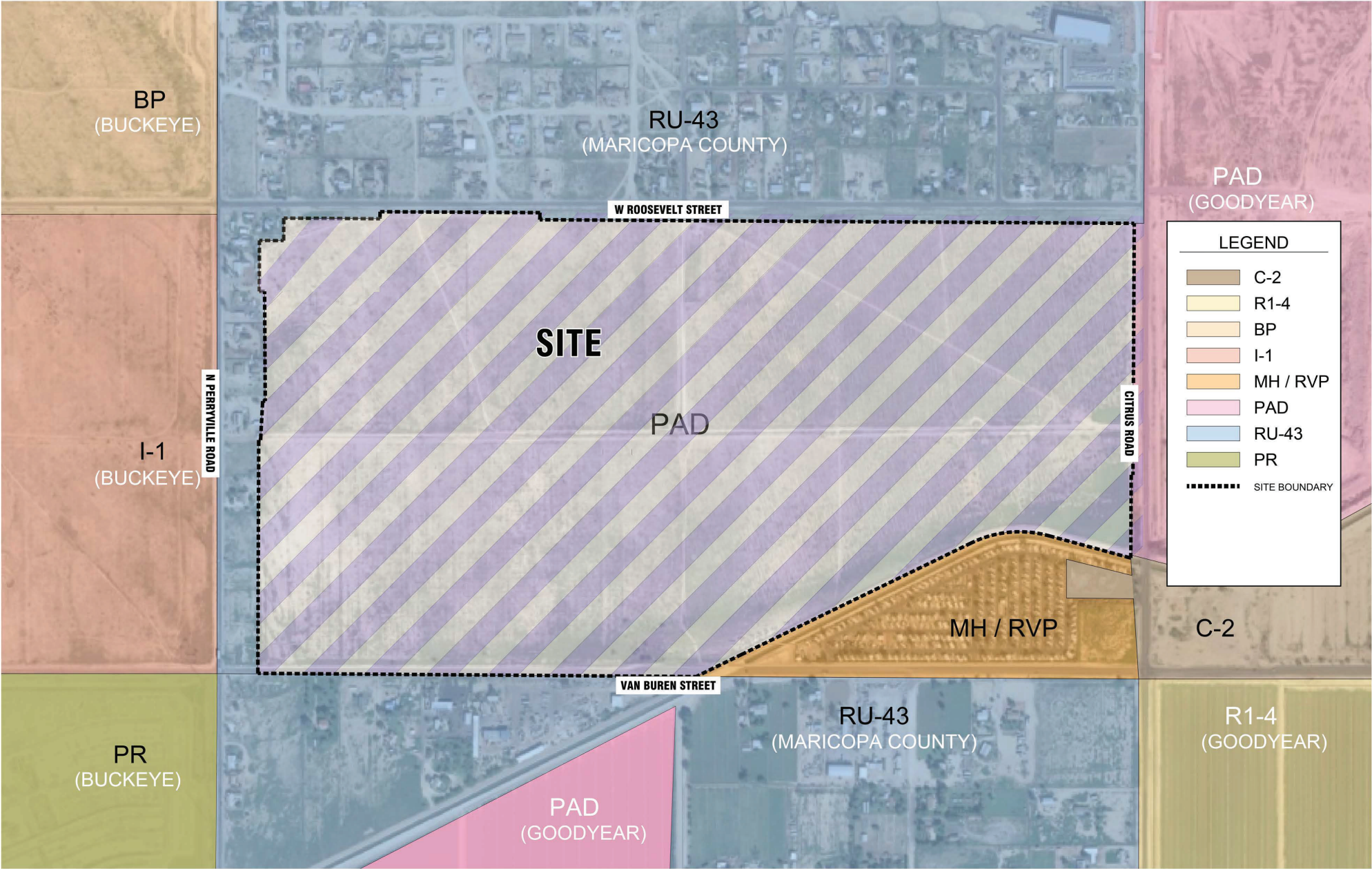




LAS PALMAS | ADJACENT PROPERTY OWNERSHIP MAP

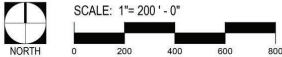
Lennar | Goodyear, AZ | May 26, 2022

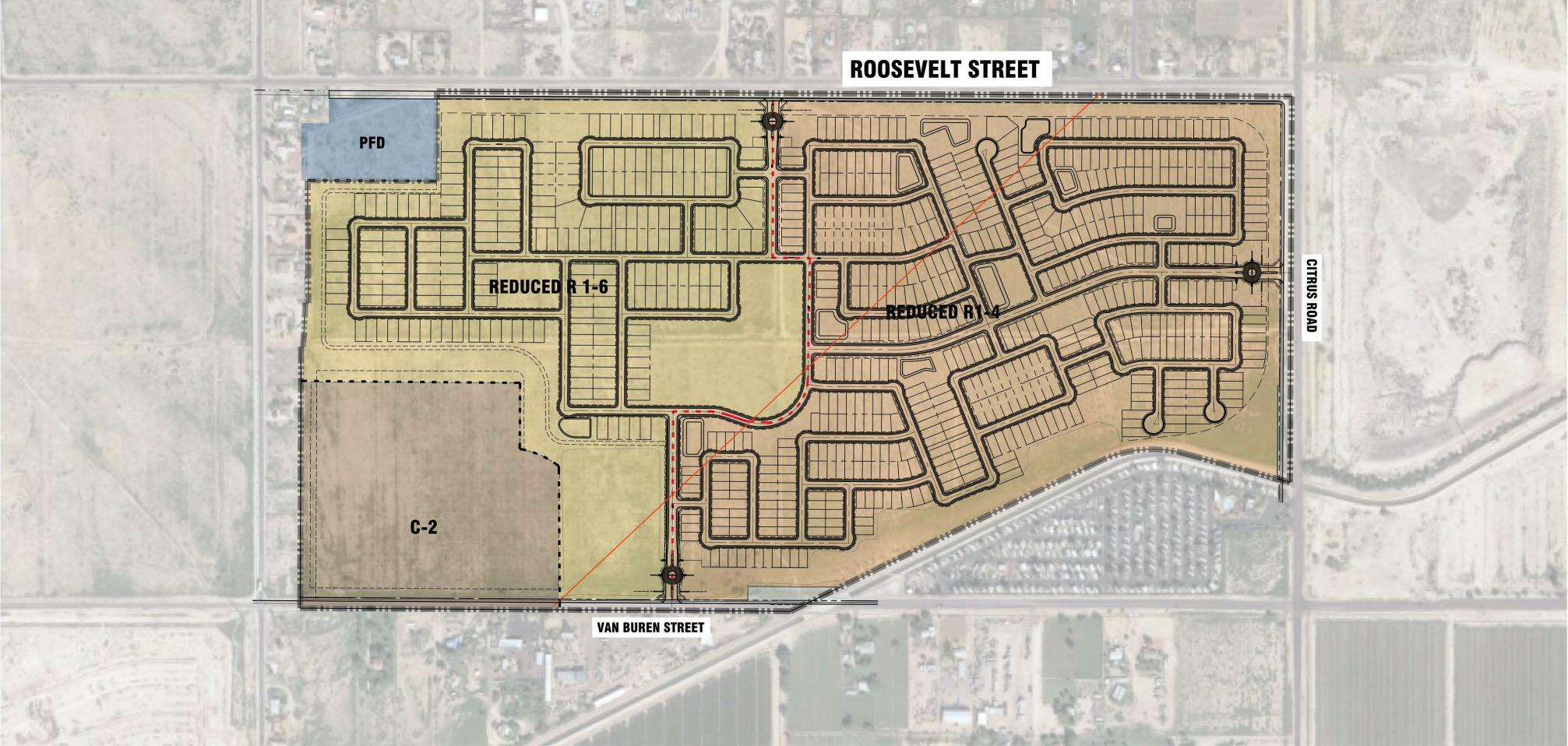




LAS PALMAS | EXISTING ZONING MAP

Lennar | Goodyear, AZ | May 26, 2022





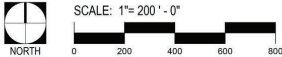
LEGEND (ZONING)

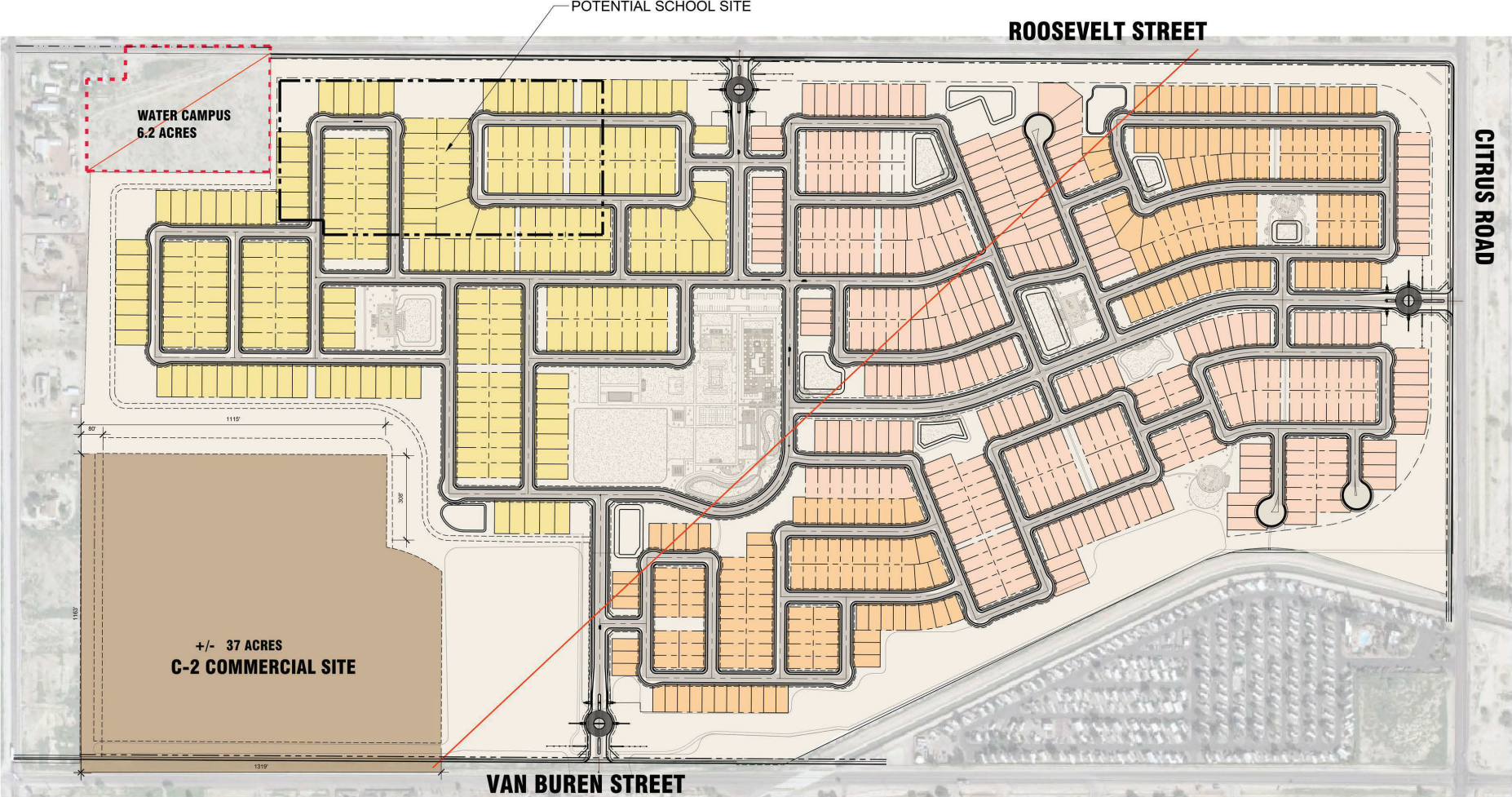
-  REDUCED R1 - 6 (91.5 GROSS / 89.40 NET ACRES)
-  REDUCED R1- 4 (137.34 GROSS / 130.79 NET ACRES)
-  C-2 (38.16 GROSS / 36.29 NET ACRES)
-  PFD (6.7 GROSS / 6.2 NET ACRES)

LOT LAYOUT SHOWN IS CONCEPTUAL ONLY

LAS PALMAS | PROPOSED ZONING MAP

Lennar | Goodyear, AZ | May 26, 2022





PARCEL DATA

PROPOSED ZONING	TYPICAL LOT	TOTAL	PERCENTAGE
REDUCED R1-4	45' X 95'	215	28%
REDUCED R1-4	45' X 115'	317	42%
REDUCED R1-6	55' X 120'	228	30%
TOTAL:		750	

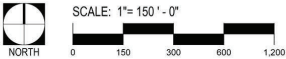
At least 50% of the lots within the Reduced R1-4 District in Las Palmas shall be "Extended Lots" with a minimum lot area of 5,175sf, a minimum depth of 115', and a minimum rear setback of 20'. Location of Extended Lots shown on this site plan are conceptual only.

PARCEL DATA

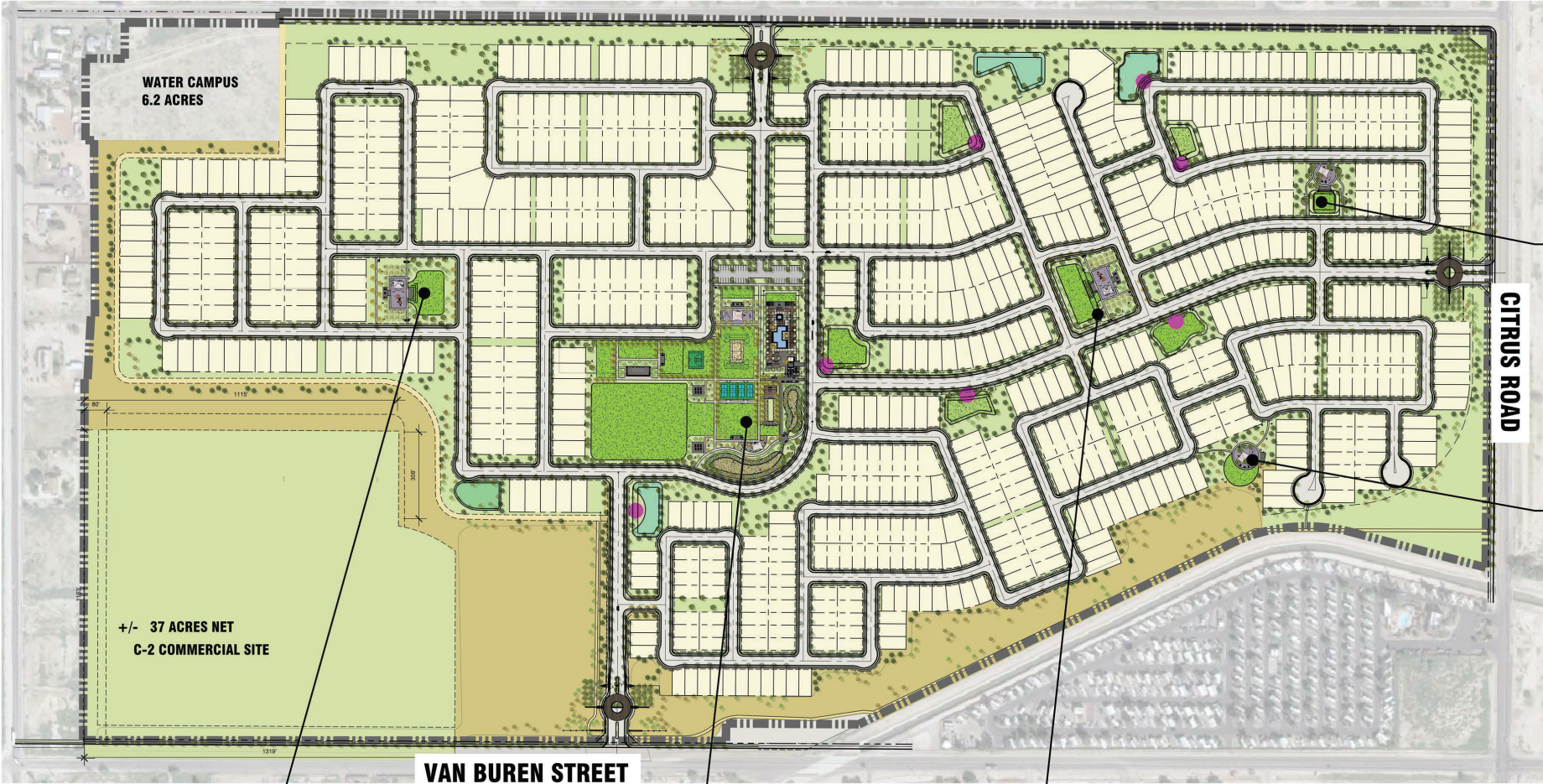
SEPARATE PHASING	PROPOSED ZONING	GROSS AREA
	C-2	37 AC

LOT LAYOUT SHOWN IS CONCEPTUAL ONLY

LAS PALMAS | CONCEPTUAL SITE PLAN



ROOSEVELT STREET



LEGEND

- PARK
- DETENTION BASIN
- OPEN SPACE
- NATIVE DESERT RE-VEGETATION

PARK NORTH AT LAS PALMAS
(0.56 ACRES)

- CHILDREN'S PLAY AREA
- SHADE PAVILION AND PICNIC TABLE WITH BBQ
- PARK WALKS
- BENCH SEATING

DETENTION AREAS
-ACTIVITY LAWN

PARK SOUTH AT LAS PALMAS
(1.06 ACRES)

- CHILDREN'S PLAY AREA
- SHADE PAVILION AND PICNIC TABLE WITH BBQ
- PARK WALKS
- BENCH SEATING

DETENTION GATHERING AREA

- BENCH SEATING
- ACTIVITY LAWN
- WALKWAYS

PERCENTAGE OF OPEN SPACE AREA

TOTAL OPEN SPACE AREA: 54.9 ACRES
TOTAL SITE AREA: 219.5 ACRES

PERCENTAGE OF OPEN SPACE AREA PROPOSED: 25%

PARK WEST AT LAS PALMAS
(1.69 ACRES)

- CHILDREN PLAY AREA
- SHADE PAVILION AND PICNIC AREA
- LOUNGE OVERLOOK PAVILION
- PARK WALKS & BENCH SEATING

DETENTION AREAS
-ACTIVITY LAWN

CENTRAL PARK AT LAS PALMAS
(9.09 ACRES)

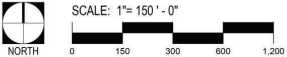
- RECREATION POOL AREA & SPA
 - RESTROOM BUILDING & PUMP ROOM
 - PARK RESTROOM / SHOWER
 - POOL DECK / FURNITURE
 - DINING PAVILION WITH PICNIC AREA
 - BOCCE BALL
 - PARKING
 - WALKWAYS & BENCH SEATING
 - PAVILION FOR EVENTS
 - PICNIC PAVILION,
 - CHILDREN'S PLAY AREA
 - SHADE SAIL
- CORN HOLE, PICKLE BALL COURTS (250LF AWAY FROM RESIDENTIAL HOMES), SAND VOLLEYBALL, 1/2 COURT BASKETBALL
 - ARROYO TRAIL
 - CENTRAL ACTIVITY LAWN / DETENTION BASIN
 - ARROYO TRAIL
 - DOG PARK
 - OUTDOOR WORK-OUT EQUIPMENT

PARK EAST AT LAS PALMAS
(1.43 ACRES)

- CHILDREN PLAY AREA
- SHADE PAVILION AND PICNIC AREA
- LOUNGE OVERLOOK PAVILION
- PARK WALKS & BENCH SEATING

DETENTION AREAS
-ACTIVITY LAWN

LAS PALMAS | CONCEPTUAL PARK AND OPEN SPACE PLAN





OVERALL CENTRAL PARK PLAN



PERSPECTIVE VIEW, OVERALL CENTRAL PARK

LEGEND

- | | |
|--|---|
| 1. RECREATION POOL AREA & SPA | 15. SHADE SAIL |
| 2. RESTROOM BUILDING | 16. ACTIVITY LAWN |
| 3. PUMP ROOM | 17. CORN HOLE LAWN |
| 4. SHOWERS | 18. PICKLE BALL COURTS |
| 5. POOL DECK, CHAISE LOUNGES | 19. SAND VOLLEYBALL |
| 6. LOUNGE CHAIRS WITH FIRE PLACE | 20. 1/2 BASKETBALL COURT |
| 7. DINING PAVILION WITH PICNIC TABLES & BARBECUE | 21. CENTRAL GREEN, MOVIE NIGHT, 4TH OF JULY, FIELD, DETENTION BASIN |
| 8. 2 BOCCE BALL COURTS | 22. ARROYO TRAIL |
| 9. ACCESSIBLE PARKING | 23. OUTDOOR WORK-OUT EQUIPMENT |
| 10. WALKWAYS | 24. DOG PARK |
| 11. SEATING BENCHES | 25. DOG PARK |
| 12. PAVILION FOR EVENTS | 26. PICNIC AREA WITH SHADE SAIL |
| 13. PICNIC PLAZA | 27. PICNIC PAVILION |
| 14. CHILDREN'S PLAY AREA (2-6 & 5-12) | 28. ARRIVAL PLAZA |

LAS PALMAS | CONCEPTUAL CENTRAL PARK AT LAS PALMAS

Lennar | Goodyear, AZ | May 26, 2022



SCALE: 1"= 10' - 0"



PERSPECTIVE VIEW, PARK ARRIVAL



PERSPECTIVE VIEW, POOL AREA

LEGEND

- | | | | |
|----|---|-----|-----------------------------------|
| 1. | RECREATION POOL AREA & SPA | 9. | WALKWAYS |
| 2. | RESTROOM BUILDING | 10. | SEATING BENCHES |
| 3. | PUMP ROOM | 11. | CHILDREN'S PLAY AREA (2-6 & 5-12) |
| 4. | SHOWERS | 12. | SAND VOLLEYBALL |
| 5. | POOL DECK, CHAISE LOUNGES | 13. | $\frac{1}{2}$ BASKETBALL COURT |
| 6. | LOUNGE CHAIRS WITH FIRE PLACE | 14. | PICNIC PAVILION |
| 7. | DINING PAVILION WITH PICNIC TABLES & BARBECUE | 15. | ARRIVAL PLAZA |
| 8. | ACCESSIBLE PARKING | 16. | SHADE SAIL |

LAS PALMAS | CONCEPTUAL CENTRAL PARK AT LAS PALMAS ENLARGEMENT

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CENTRAL PARK ACTIVITY AREAS

LEGEND

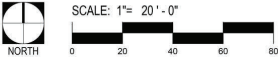
- 1. 2 BOCCE BALL COURTS
- 2. WALKWAYS
- 3. SEATING BENCHES
- 4. PICNIC PAVILION
- 5. PICNIC PLAZA
- 6. ACTIVITY LAWN
- 7. CORN HOLE LAWN
- 8. PICKLE BALL COURTS
- 9. ARROYO TRAIL
- 10. OUTDOOR WORK-OUT EQUIPMENT
- 11. DOG PARK
- 12. PICNIC AREA WITH SHADE SAIL

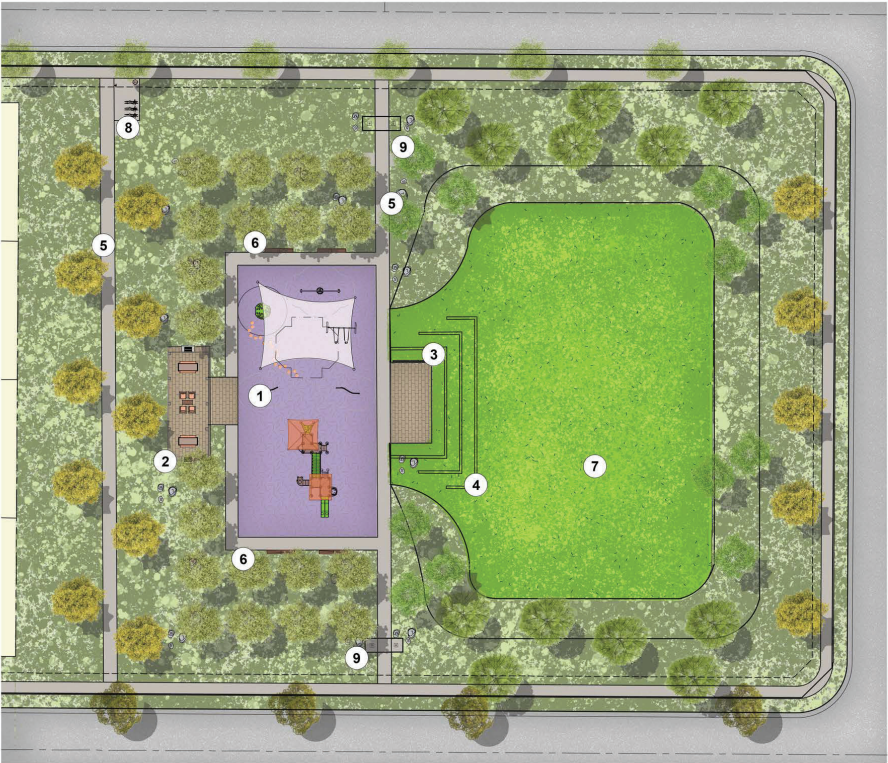


PERSPECTIVE VIEW, CENTRAL PARK ACTIVITY AREAS

LAS PALMAS | CONCEPTUAL CENTRAL PARK AT LAS PALMAS ENLARGEMENT

Lennar | Goodyear, AZ | May 26, 2022

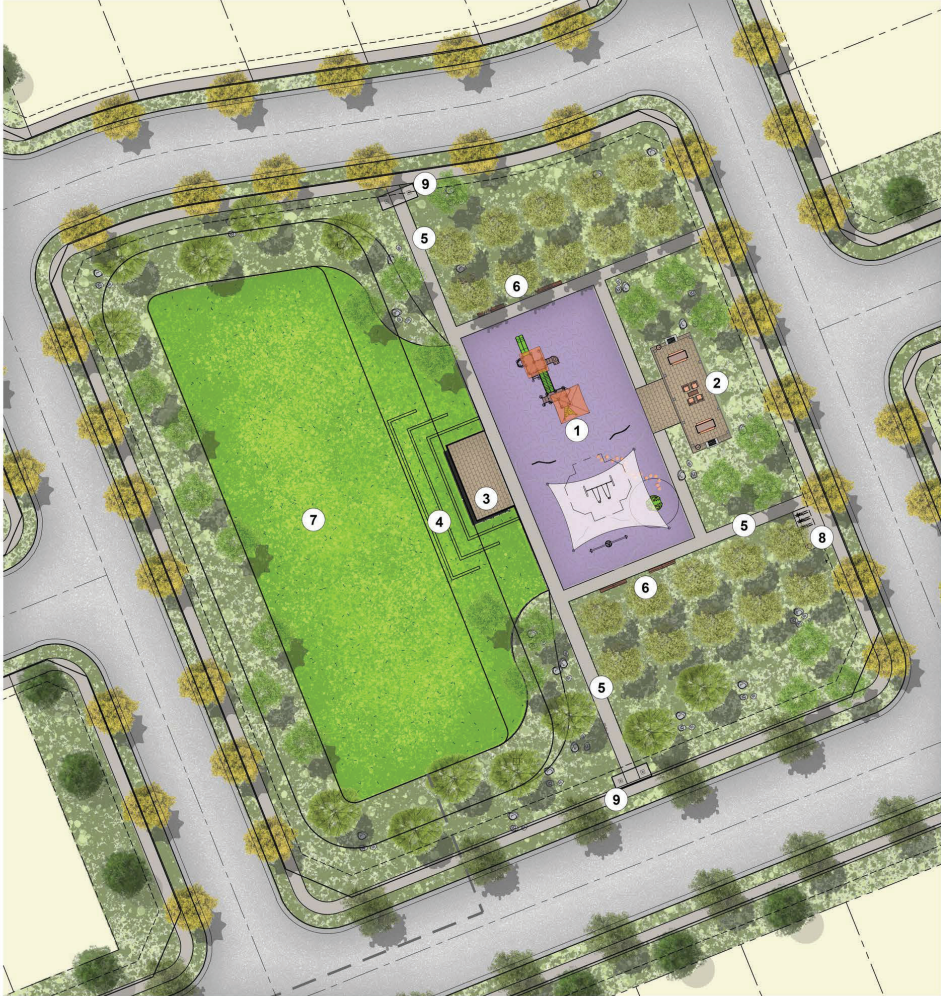




PARK WEST AT LAS PALMAS



PERSPECTIVE VIEW, PARK WEST AT LAS PALMAS



PARK EAST AT LAS PALMAS

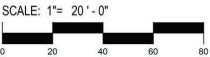
LEGEND

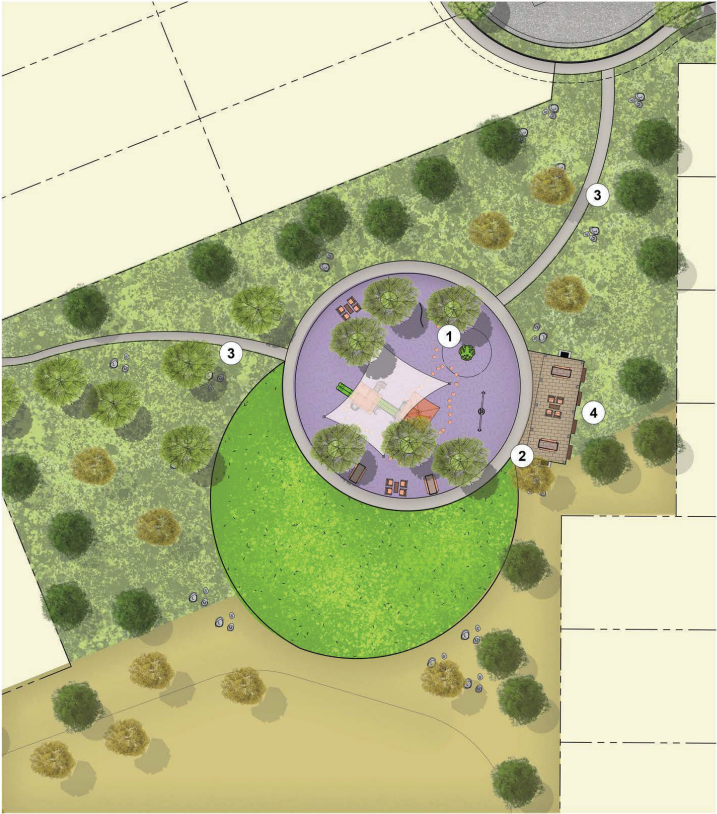
- 1. CHILDREN'S PLAY AREA
- 2. SHADE PAVILION AND PICNIC TABLE WITH BBQ
- 3. OVERLOOK
- 4. STEPPED TERRACE WALLS DOWN TO BASIN
- 5. PARK WALKS

- 6. BENCH SEATING
- 7. ACTIVITY LAWN DETENTION
- 8. BIKE RACK
- 9. PEDESTRIAN PORTALS

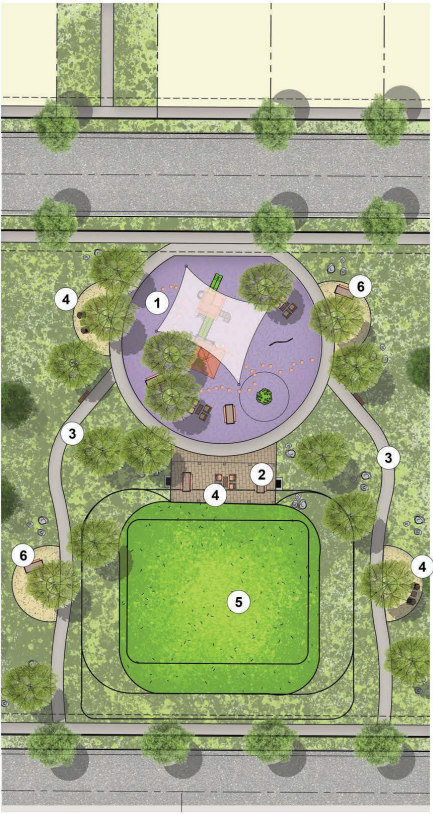
LAS PALMAS | CONCEPTUAL PARK EAST AND WEST AT LAS PALMAS

Lennar | Goodyear, AZ | May 26, 2022

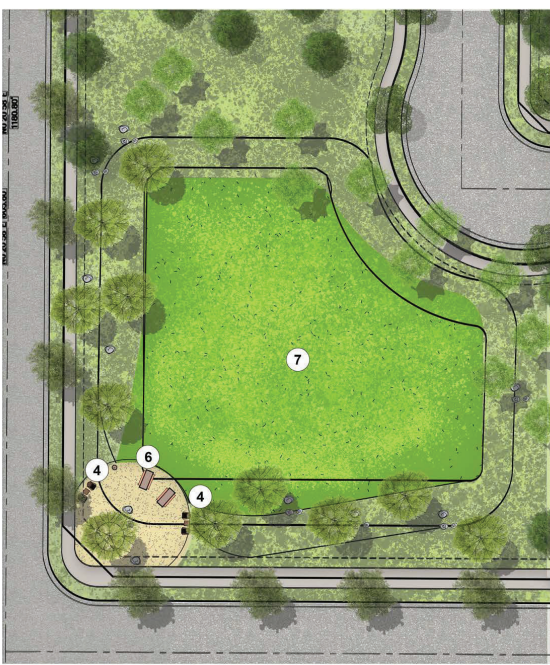




PARK SOUTH AT LAS PALMAS



PARK NORTH AT LAS PALMAS



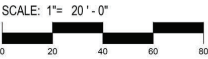
TYPICAL DETENTION GATHERING AREA

LEGEND

- 1. CHILDREN'S PLAY AREA
- 2. SHADE PAVILION AND PICNIC TABLE WITH BBQ
- 3. PARK WALKS
- 4. BENCH SEATING
- 5. ACTIVITY LAWN DETENTION
- 6. PICNIC TABLES
- 7. DETENTION BASIN

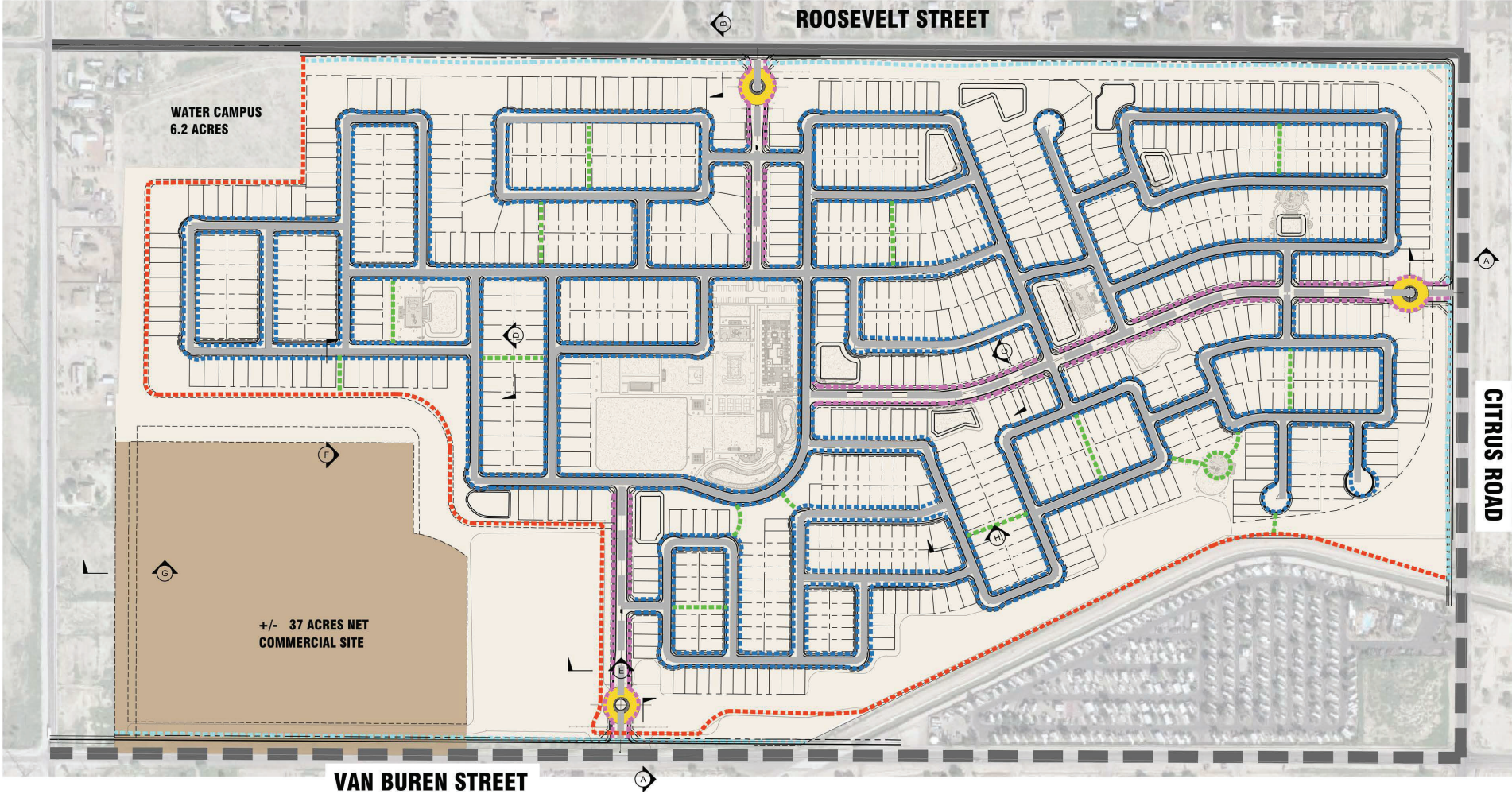
LAS PALMAS | CONCEPTUAL POCKET PARK SOUTH AND NORTH AT LAS PALMAS & DETENTION GATHERING AREA

Lennar | Goodyear, AZ | May 26, 2022

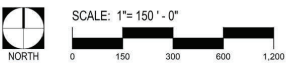


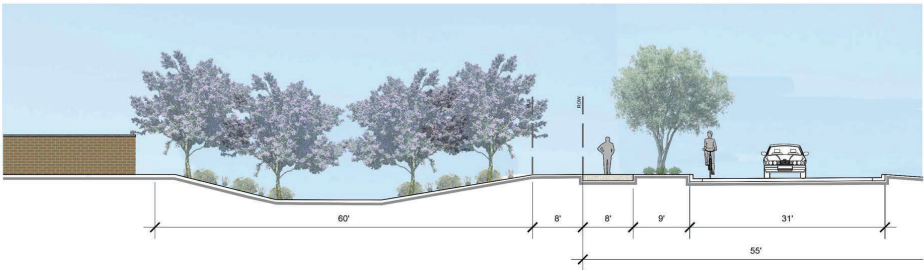
LENNAR

SMP
ENVIRONMENTAL DESIGN
SUMMERSMURPHY & PARTNERS, INC.
34187 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446

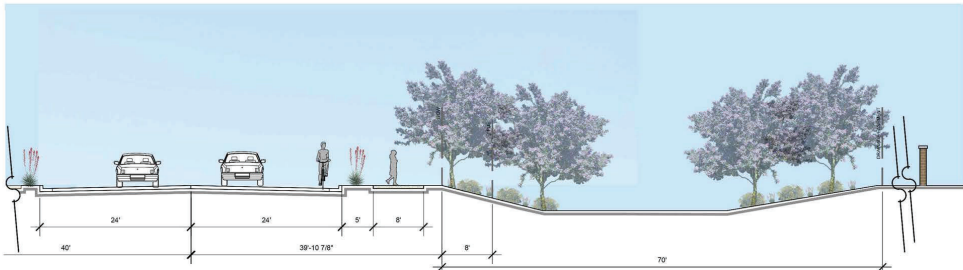


LAS PALMAS | CONCEPTUAL CIRCULATION PLAN

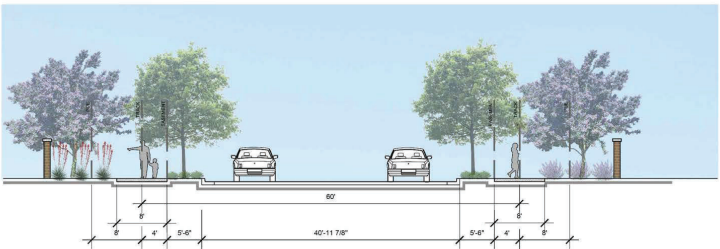




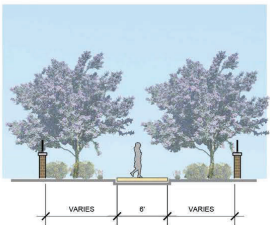
A MINOR ARTERIAL STREET SECTION (PUBLIC)
VAN BUREN STREET / CITRUS ROAD



B MINOR COLLECTOR STREET (PUBLIC)
ROOSEVELT STREET



C 41' LOCAL ENTRY STREET WITH CURB SEPARATED SIDEWALK (PRIVATE)



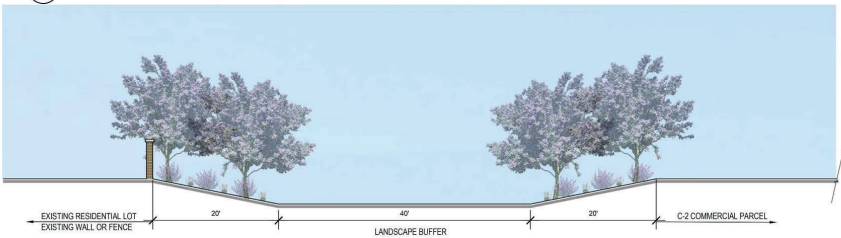
D PASEO / PARK TRAIL (PRIVATE)



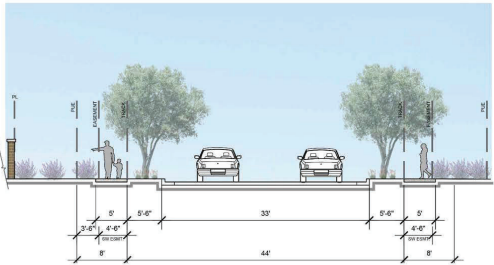
E HORSE TRAIL (PUBLIC)



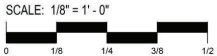
F PRIVATE COLLECTOR / HORSE TRAIL



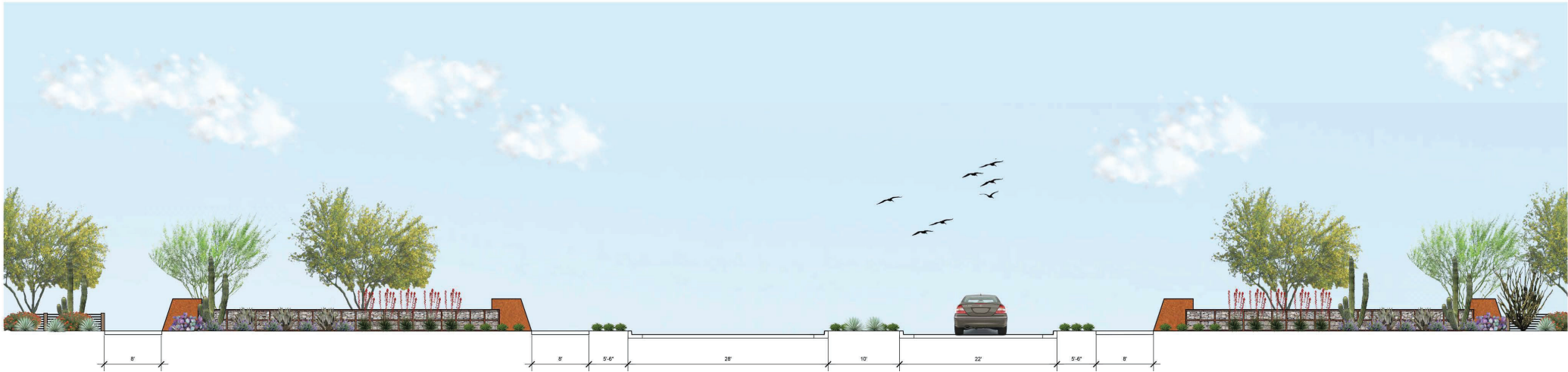
G 80' LANDSCAPE BUFFER SECTION AT C-2 PARCEL



H 33' LOCAL STREET WITH CURB SEPARATED SIDEWALK (PRIVATE)



LAS PALMAS | CONCEPTUAL STREET AND TRAIL SECTIONS

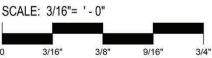


LEGEND

- | | | | |
|----|---------------------------|----|-------------|
| 1. | 3' GABION WALL | 4. | CROSS WALKS |
| 2. | 36" CABLE RAIL FENCE | 5. | HORSE TRAIL |
| 3. | 4' PAINTED METAL PILASTER | | |

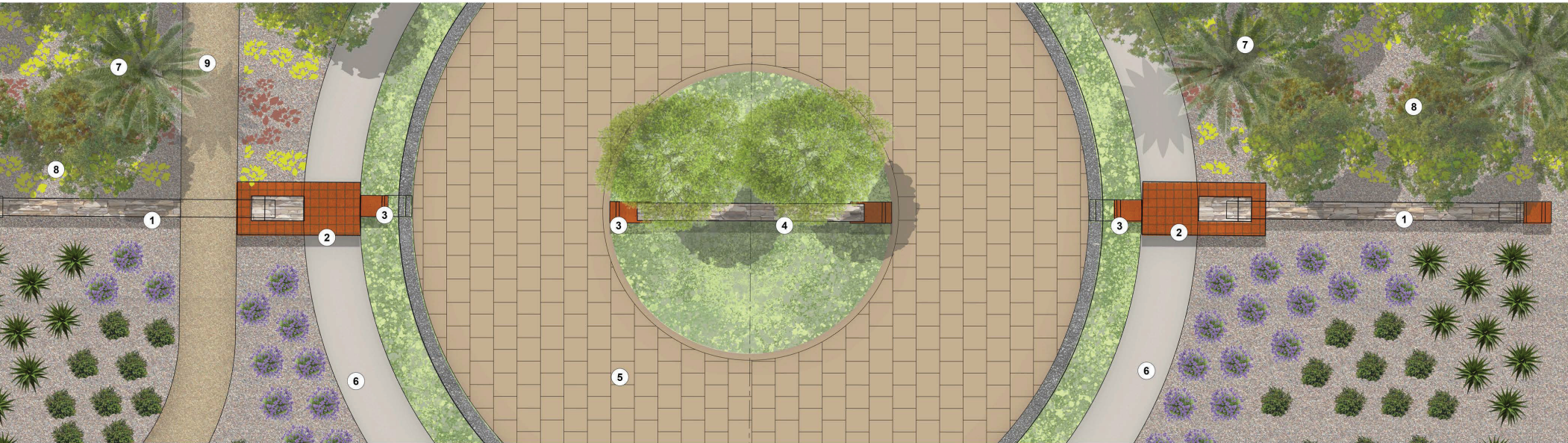
LAS PALMAS | CONCEPTUAL LOW ENTRY WALL PORTAL

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ENVIRONMENTAL DESIGN
SUMMERS MURPHY & PARTNERS, INC.
34107 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446

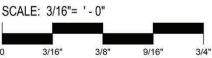


LEGEND

- | | | | |
|----|---|----|----------------------|
| 1. | 24" LOW STONE WALL | 5. | CONCRETE UNIT PAVING |
| 2. | 11' STONE CLAD PORTAL WITH METAL TRELLIS | 6. | CROSS WALKS |
| 3. | 4' PAINTED METAL PILASTER | 7. | PALM GROVE |
| 4. | ENTRY MONUMENT STONE CLAD SIGN WALL WITH METAL PAINTED PILASTER | 8. | OLIVE GROVE |
| | | 9. | HORSE TRAIL |

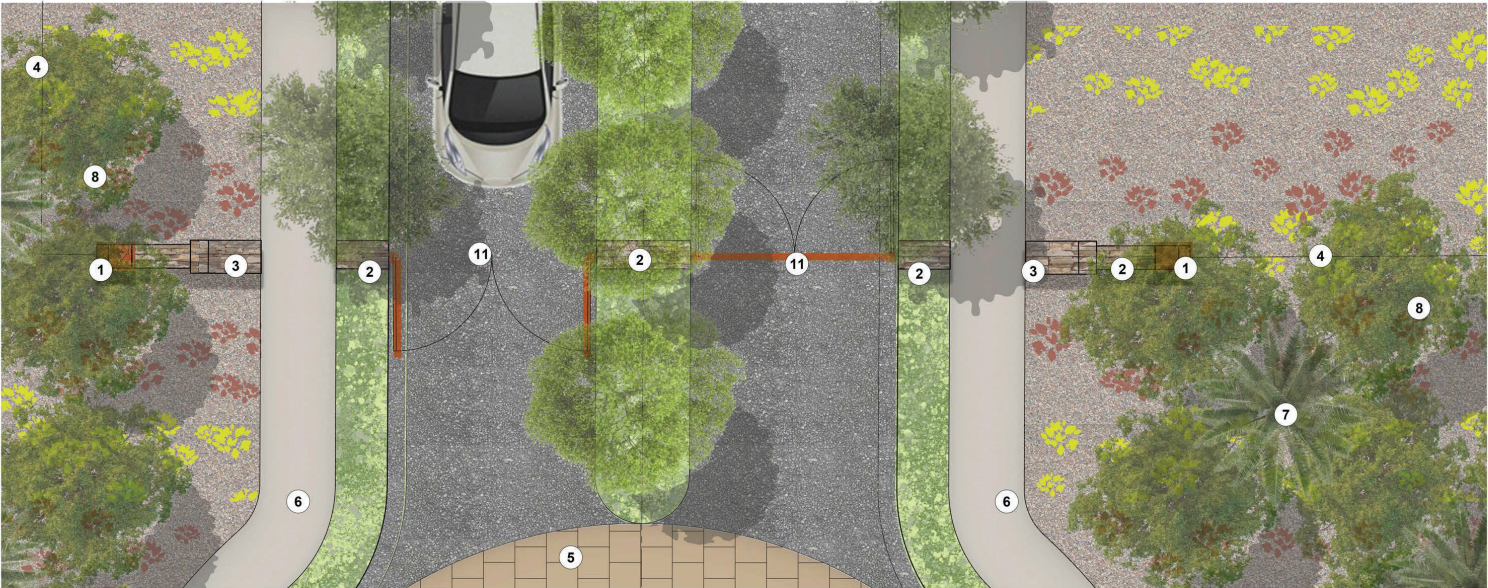
LAS PALMAS | CONCEPTUAL ENTRY MONUMENT AND PORTAL

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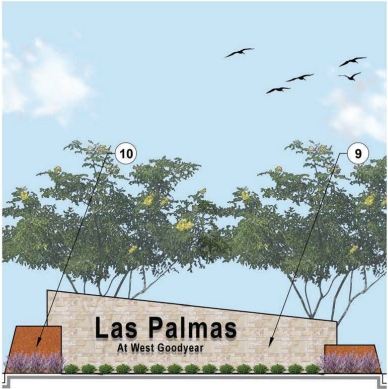
LENNAR

SMP
ENVIRONMENTAL DESIGN
SUMMERS MURPHY & PARTNERS, INC.
34107 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446



LEGEND

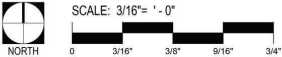
- 1. 7' PAINTED METAL PILASTER
- 2. 6' TALL STONE CLAD WALL
- 3. 7' STONE CLAD PORTAL
- 4. 5'-6" HIGH TUBULAR STEEL VIEW FENCE
- 5. CONCRETE UNIT PAVING
- 6. CROSS WALKS
- 7. PALM GROVE
- 8. OLIVE GROVE
- 9. CORNER MONUMENT
- 10. STONE CLAD SIGN WALL WITH METAL PAINTED PILASTER
- 11. 4' PAINTED METAL PILASTER
- 11. 6' HIGH TUBULAR STEEL VEHICULAR GATE



CITRUS AND ROOSEVELT CORNER MONUMENT

LAS PALMAS | CONCEPTUAL VEHICULAR ENTRY GATES AND PORTAL

Lennar | Goodyear, AZ | May 26, 2022





PERSPECTIVE VIEW, VEHICULAR ENTRY GATE



PERSPECTIVE VIEW, MONUMENT SIGN PORTAL

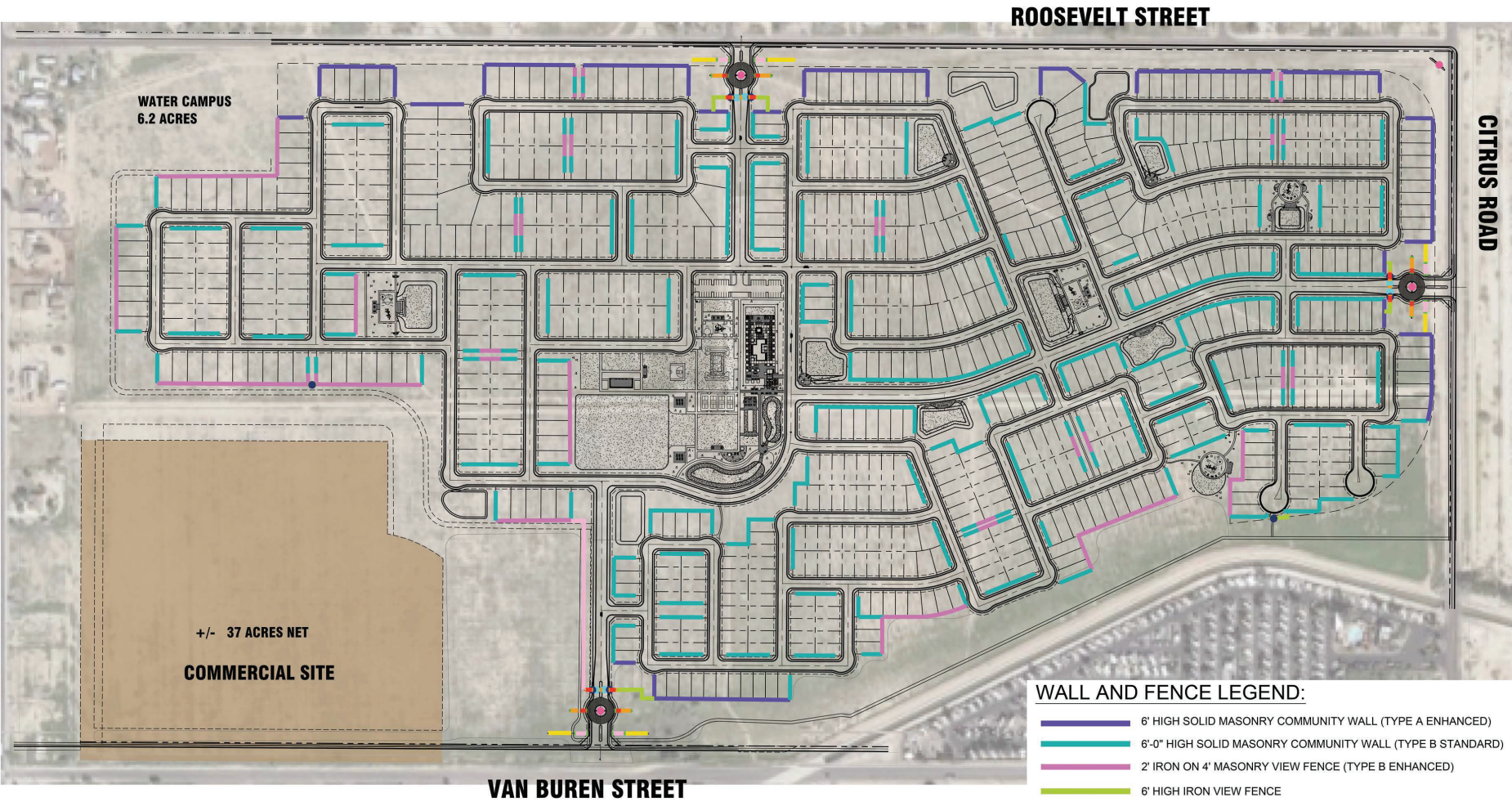


PERSPECTIVE VIEW, VEHICULAR ENTRY MONUMENT



BIRDSEYE VIEW, TYPICAL MONUMENT ENTRY

LAS PALMAS | CONCEPTUAL PERSPECTIVE VIEWS AT PROJECT ENTRIES

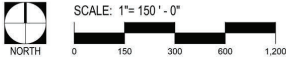


WALL AND FENCE LEGEND:

- 6' HIGH SOLID MASONRY COMMUNITY WALL (TYPE A ENHANCED)
- 6'-0" HIGH SOLID MASONRY COMMUNITY WALL (TYPE B STANDARD)
- 2' IRON ON 4' MASONRY VIEW FENCE (TYPE B ENHANCED)
- 6' HIGH IRON VIEW FENCE
- 36" CABLE RAIL FENCE WITH PILASTER
- 4' PAINTED METAL PILASTER
- 4' CABLE RAIL FENCE
- 24" LOW STONE WALL
- 11' STONE CLAD PORTAL WITH METAL TRALLIS
- MONUMENT SIGN WALL
- 5'-6" HIGH TUBULAR STEEL VEHICULAR MAIN ENTRY GATE WITH KNOX BOX
- 3' HIGH TUBULAR STEEL PEDESTRIAN MAIN ENTRY GATE

LAS PALMAS | CONCEPTUAL WALL AND FENCE

Lennar | Goodyear, AZ | May 26, 2022





A ENHANCED COMMUNITY PERIMETER WALL
SCALE: 1/2" = 1'-0"

LEGEND

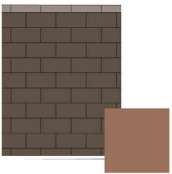
1. PRECISION PILASTER COLOR PAINTED "STATUS BRONZE" BY SHERWIN WILLIAMS "SW7034"
2. PRECISION CAP COLOR PAINTED "CRAFT PAPER" BY SHERWIN WILLIAMS "SW6125"
3. PRECISION CMU BLOCK WALL COLOR PAINTED "STATUS BRONZE" BY SHERWIN WILLIAMS "SW7034"
4. FINISH GRADE
5. PAINTED TUBULAR STEEL VIEW FENCE



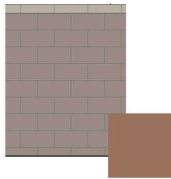
B ENHANCED COMMUNITY INTERIOR WALL
SCALE: 1/2" = 1'-0"

LEGEND

1. PRECISION PILASTER COLOR PAINTED "CRAFT PAPER" BY SHERWIN WILLIAMS "SW6125"
2. PRECISION CAP COLOR PAINTED "SANDERLING" BY SHERWIN WILLIAMS "SW7513"
3. PRECISION CMU BLOCK WALL " COLOR PAINTED "CRAFT PAPER" BY SHERWIN WILLIAMS "SW6125"
4. FINISH GRADE
5. PAINTED TUBULAR STEEL VIEW FENCE



OPTION A WITH
PAINTED TUBULAR
STEEL PENNY WHEAT
BY SHERWIN WILLIAMS



OPTION B WITH PAINTED
TUBULAR STEEL PENNY
WHEAT BY SHERWIN
WILLIAMS



4' CABLE FENCE
SCALE: 1/2" = 1'-0"

LEGEND

1. PAINTED RAIL FENCE
2. FINISH GRADE

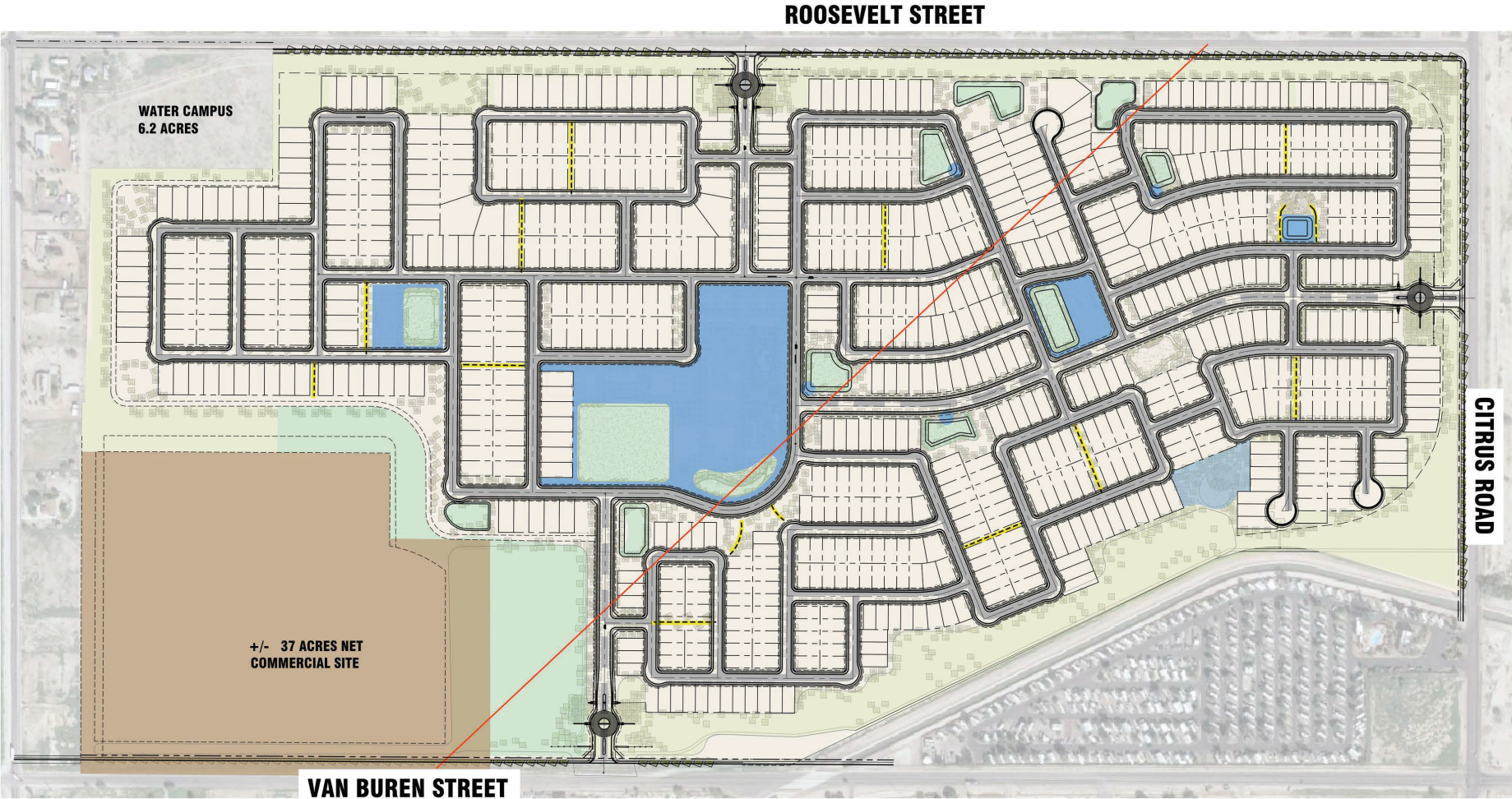


2' TUBULAR STEEL VIEW FENCE WITH 4' CMU
BLOCK WALL
SCALE: 1/2" = 1'-0"

LEGEND

1. PRECISION CAP COLOR PAINTED "SANDERLING" BY SHERWIN WILLIAMS "SW7513"
2. PRECISION CMU BLOCK WALL " COLOR PAINTED "CRAFT PAPER" BY SHERWIN WILLIAMS "SW6125"
3. FINISH GRADE
4. PAINTED TUBULAR STEEL VIEW FENCE

LAS PALMAS | CONCEPTUAL WALL AND FENCE ELEVATIONS



Paseo
Paseo Solar Powered Bollard



Sports Court Park Lighting
Solar Powered Pole Mounted Lights



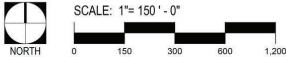
Park Lighting
Solar Powered Pole Mounted Lights

LEGEND

 Paseo

 Park Lighting

LAS PALMAS | CONCEPTUAL PEDESTRIAN LIGHTING PLAN



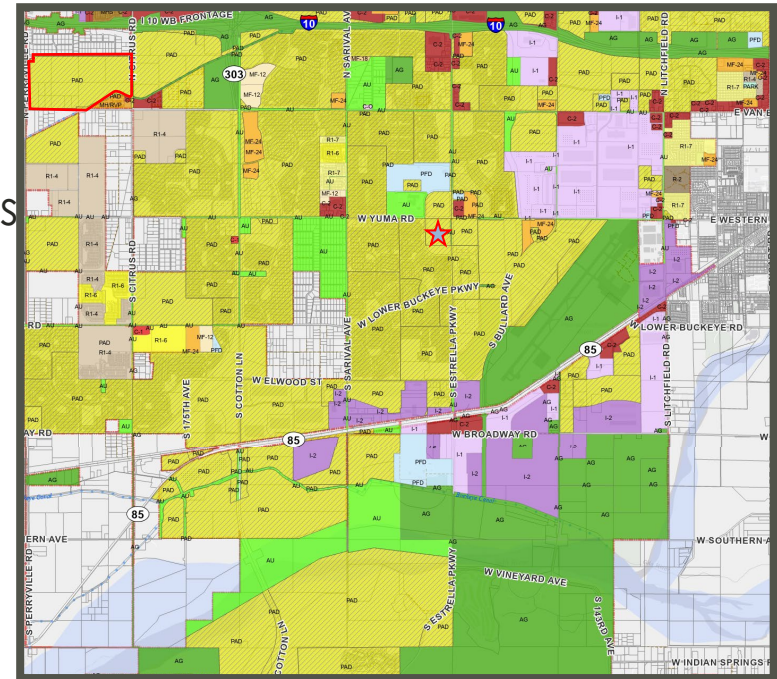
Las Palmas at West Goodyear

City Council Meeting
September 26, 2022



CENTRAL GOODYEAR

- West Goodyear
 - Southwest corner of Citrus and Roosevelt
 - Approximately 273.71-acres
 - Currently zoned PAD for max of 750 Homes

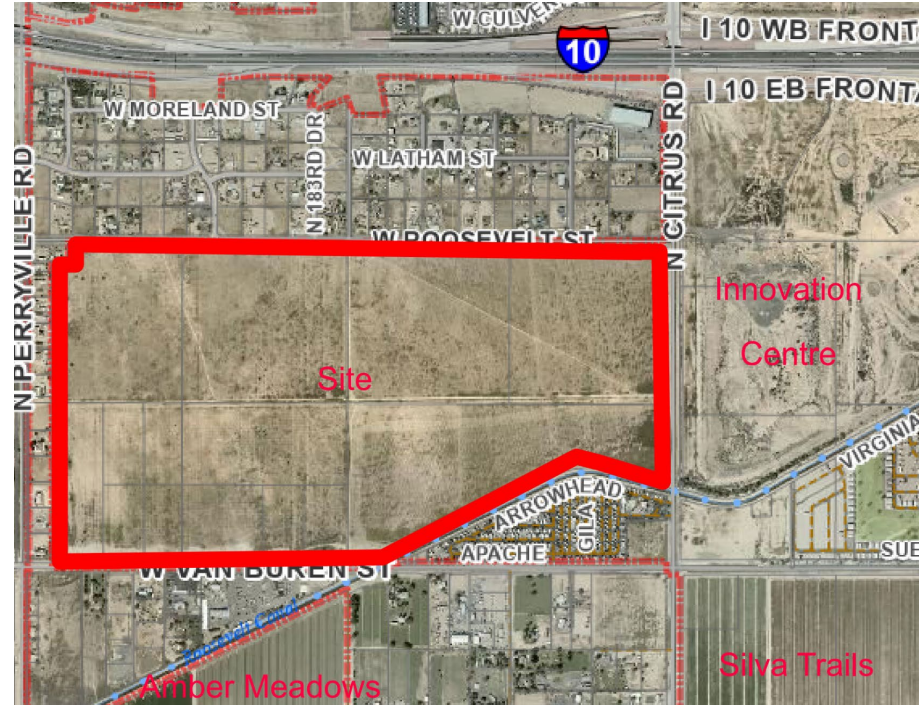


Specific Location



ZOOMED IN

- SWC of Citrus and Roosevelt
 - North
 - County Properties Zoned AU
 - South
 - Roosevelt Irrigation District Canal
 - Rural County Properties and RV Park
 - East
 - Vacant Innovation Center
 - West
 - County Properties Zoned AU

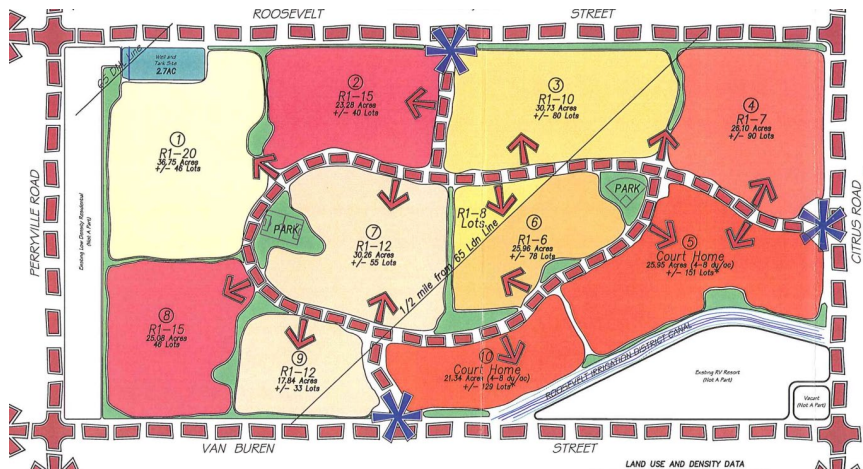


Zoning History

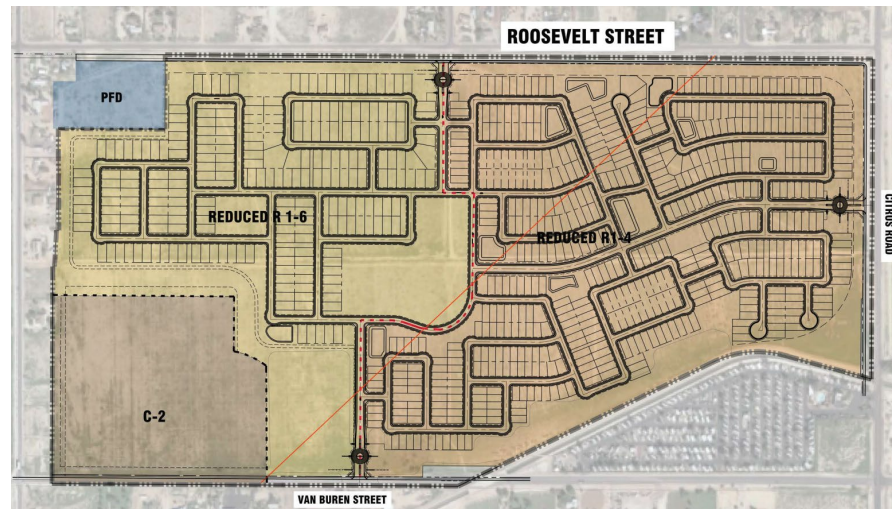


LAS PALMAS

2005 Zoning



Proposed

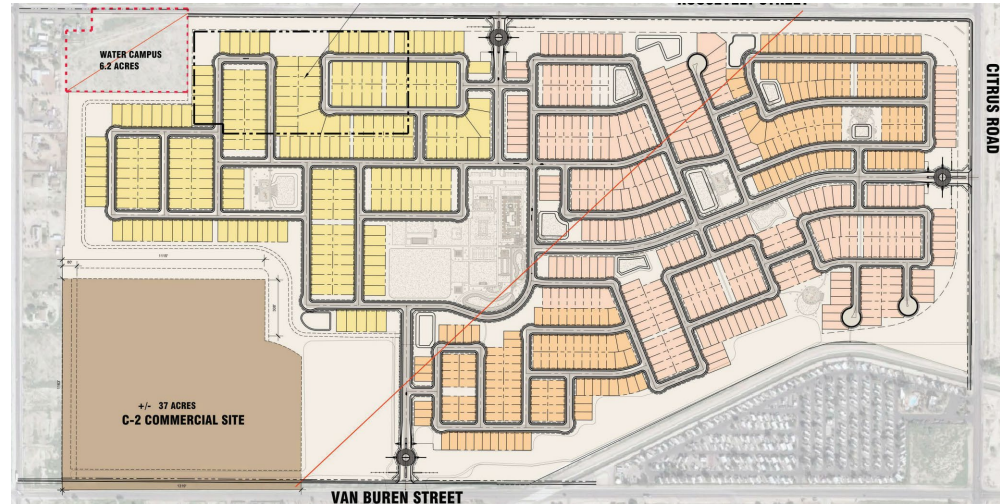


Las Palmas at West Goodyear



PROPOSAL AND LAND USE AND RESTRICTIONS

- 273.71 Acre Community
- 4 Land Use Districts
 - R1-4 (R1-4 Reduced)
 - R1-6 (R1-6 Reduced)
 - C-2 (General Commercial)
 - PFD (Public Facilities District)
- Lot Diversity and R1-4 Deviations
- C-2 Restrictions, Allowances and Requirements



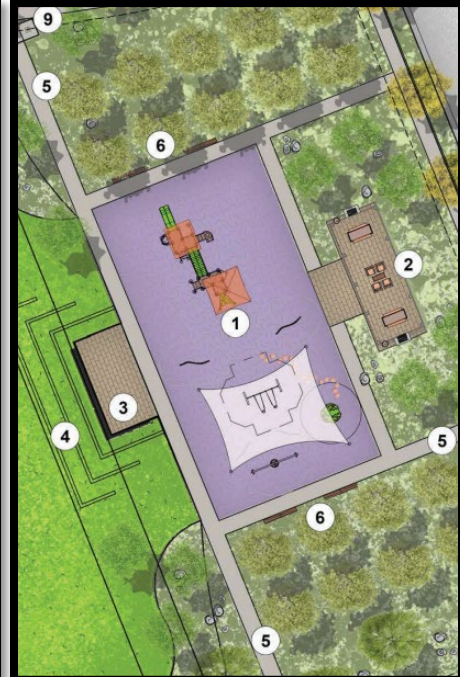
PROPOSED ZONING		TYPICAL LOT	TOTAL	PERCENTAGE
	REDUCED R1-4	45' X 95'	215	28%
	REDUCED R1-4	45' X 115'	317	42%
	REDUCED R1-6	55' X 120'	228	30%
TOTAL:			750	

*Images Conceptual In Nature

Las Palmas at West Goodyear



AMENITIES

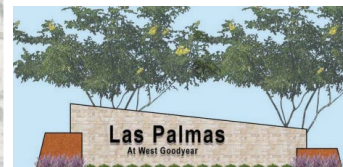
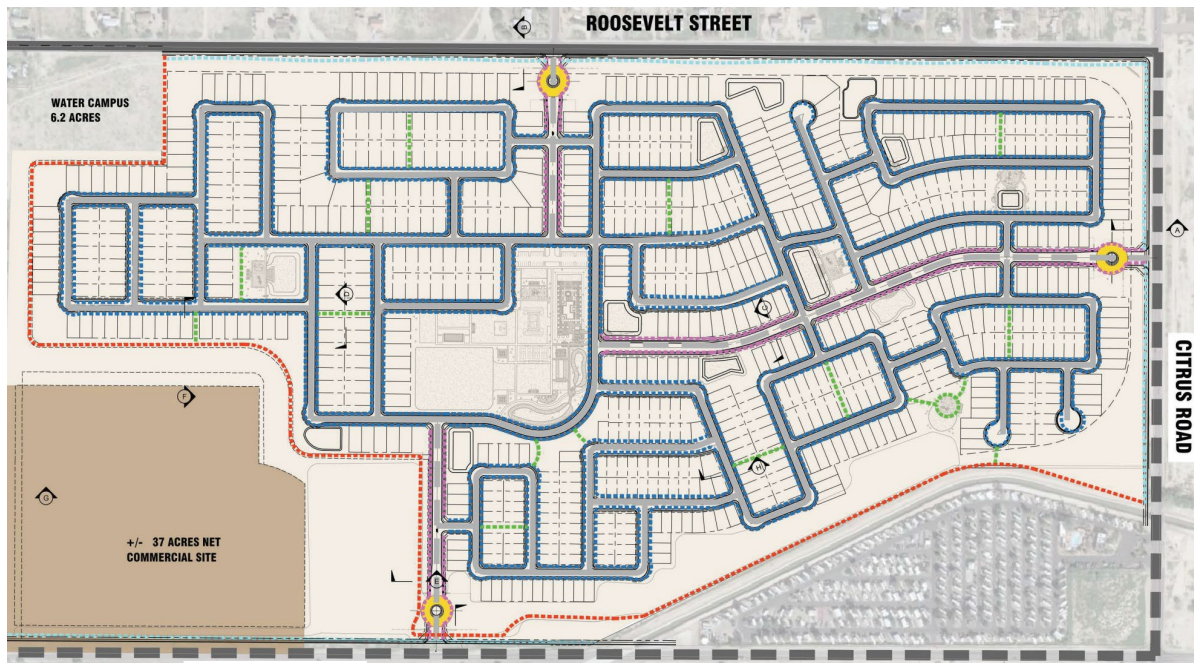


*Images Conceptual In Nature

Las Palmas at West Goodyear



CONNECTIVITY AND STREETScape



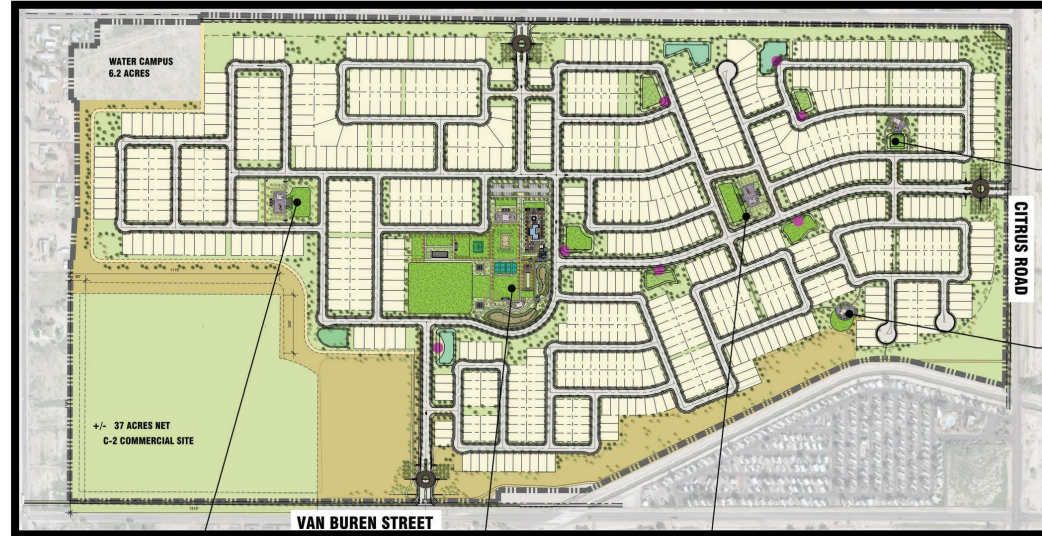
*Images Conceptual In Nature

Recommendation



APPROVE SUBJECT TO STIPULATIONS

- Approve Rezone (273.71 acres)
 - From:
 - Planned Area Development
 - To:
 - R1-4 (137.34 acres)
 - R1-6 (91.1 acres)
 - C-2 (38.16 acres)
 - PFD (7.11 acres)
 - With PAD Overlay (273.71 acres)
 - Subject to Stipulations





ITEM #: 6.
DATE: 09/26/2022
AI #:1034



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE A 1-YEAR AVONDALE-GOODYEAR MICROTRANSIT SERVICES COOPERATIVE AGREEMENT (CONTRACT NO. C-23-0046) WITH FIRST TRANSIT, INC.

STAFF PRESENTER(S): Christine McMurdy, Project Management Coordinator

SUMMARY

The Citizens Satisfaction Study, the Human Services Master Plan and the Avondale/Goodyear Transit study recommend improvements in and expansion of mobility options for residents of Goodyear. A new transportation service, called Microtransit, presented to the City Council on January 31, 2022, offers a demand-response, shared ride service that will enable Goodyear residents to get to jobs, shopping, healthcare and recreation facilities via an efficient, affordable and convenient service.

Recommendation

Approve a one-year Avondale-Goodyear Microtransit Services Cooperative Agreement (Contract No. C-23-0046) with First Transit, Inc.; authorize expenditure of funds up to \$1.0 million and approve all necessary FY2023 budget amendments to implement a Microtransit Pilot Program in Goodyear. (Christine McMurdy, Project Management Coordinator)

FISCAL IMPACT

In the Fiscal Year 2023 budget, the City Council approved a supplemental request for \$500,000 of local funds from the Park and Ride fund and \$500,000 of federal funds from the Federal Transit Administration (FTA) for a total of \$1M. The contractor estimate for the first year of service is \$825,084, not including expenses for vehicle branding (vehicle branding is a one-time expense). An additional \$50,000 was also approved for marketing expenses.

The City of Phoenix is awaiting documents from FTA to create an intergovernmental agreement (IGA) with Goodyear and Avondale to cover the federal share of the Pilot expenses. Staff expects to bring that IGA forward for Council approval in November 2022. Expenditures will be capped at \$500,000 of local funds until the IGA is approved, and federal funding made available to Goodyear.

After an initial promotional free-fare time period, fare revenue from the service will offset monthly service expenses, leaving the cities responsible for the balance.

BACKGROUND AND PREVIOUS ACTIONS

The Avondale-Goodyear Transit study identified strategies to improve mobility choices in Goodyear. One of the options included Microtransit, which is a demand-response service, designed to connect residents in a specific “zone” to key community destinations.

The Goodyear Microtransit zone is initially planned to be approximately 17 square miles and includes major Goodyear activity centers, including Abrazo Hospital and nearby medical offices, Walmart, CTCA, Goodyear Civic Square and Recreation Campus, the Post Office and Canyon Trails Towne Center (Zone map attached), along with many others.

The goal of the Microtransit Pilot is to serve the residents residing in the zone. Despite the intent to provide this service in this area, the service is available to all residents of Goodyear if they download the app and request trips within the zone.

A Request for Proposals (RFP) was released by the City of Avondale in mid-March 2022. An evaluation committee evenly comprised of staff from Avondale, Goodyear and Valley Metro met to review the proposals, resulting in invitations to the two top-ranked firms to present their proposals in person in early June and both cities agreed to accept the proposal from First Transit to provide the management, operations, and maintenance of our Microtransit service.

STAFF ANALYSIS

The service brand is, “WeRIDE.” The contractor will use routing that can dispatch a fleet of vehicles (minivans) to identified pick-up and drop-off locations, known as “virtual stops,” within the Goodyear zone. The zone is designed to connect to key community destinations and allows trip pickups and drop-offs to be taken anywhere within the zone.

First Transit will provide three vehicles and one spare for demand surge. Two of the three vehicles will be wheelchair accessible and all vehicles can accommodate bicycles. The vehicles will be branded and wrapped with the WeRIDE service name and will include a noticeable Goodyear emblem. First Transit will provide the vehicle operators, supervisors and they will manage the day-to-day operations of the service from an office at the Avondale Municipal Operations complex.

Through extensive public outreach, we will ensure that customers understand how the system works. For example, this is a shared-ride service; multiple customers may be picked up and dropped off while the vehicle is on the road. Riders have the ability to book their ride and pay for it in real-time using the mobile app or by calling a Dispatcher. Residents who are “unbanked,” have the ability to pay for their trip on board the vehicle. The service is initially planned to be available Monday-Friday from 7AM-7PM, except for recognized City holidays.

First Transit’s goal is, “Every Customer Interaction is Important.” First Transit is able to monitor the Operators and customer’s safety and security using DriveCam, an in-vehicle video security system device that mounts to a vehicle’s windshield and records the road ahead and activity inside the vehicle. First Transit uses this tool for improved driver feedback, post-drive training, and incident documentation.

Staff will be measuring performance of the service on an ongoing basis using data downloaded from the App. A section of the App allows customers to rate their ride and provide feedback for future service changes or adjustments.

Staff will provide regular productivity reports to City Management to monitor the progress of the Pilot program.

Attachments

Microtransit Cooperative Agreement

	FIRST COOPERATIVE PURCHASING AGREEMENT BETWEEN CITY OF GOODYEAR AND FIRST TRANSIT CON-23-0046-	Office of Procurement 1900 N. Civic Square Goodyear, Arizona 85395 Phone: (623) 882-7893
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THIS FIRST COOPERATIVE PURCHASING AGREEMENT (“Agreement”) is entered into by and between the City of Goodyear, an Arizona municipal corporation (“City”) and First Transit, Inc., a Delaware corporation (“Contractor”). City and Contractor will collectively be referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, after completing a competitive procurement process, the City of Avondale (“Avondale”) entered into a Professional Services Agreement, effective September 12, 2022 with no subsequent amendments, with the Contractor to provide Microtransit Services (hereinafter referred to as the “Avondale Contract”). A copy of the Avondale Contract is attached hereto as **Exhibit A** and incorporated herein by reference.

WHEREAS, the City is permitted, pursuant to § 3-4-9 of the City of Goodyear Code and § R3-4-9.01 of the City of Goodyear Procurement Regulations, to purchase materials, services under the Avondale Contract, at its discretion, and the Avondale Contract permits its cooperative use by other political subdivisions, pursuant to Section 14.21, Cooperative Use of Contract, of the Avondale Contract.

WHEREAS, the City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Avondale Contract, (ii) establishing the terms and conditions by which the Contractor may provide Microtransit Services to the City, and (iii) setting the aggregate amount to be expended by the City pursuant to this Agreement.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date last signed below and shall remain in full force and effect until 09/12/23. Pursuant to Sections 1.1 and 1.2, Term of Agreement, of the Avondale Contract, this Agreement has four (4) renewals remaining. The City has no obligation to extend or renew this Agreement, and any decision to do so is at the sole discretion of the City, and any such renewal shall be executed in accordance with the terms of Sections 1.2 and 1.3 of the Avondale Contract.
2. Agreement. The Contractor shall provide Microtransit Services, as agreed to by the Parties consistent with the Avondale Contract. For the purpose of this Agreement the City is an Eligible Procurement Unit (as such term is defined under the Avondale Contract) and is afforded all of the rights and responsibilities as an Eligible Procurement Unit under the Avondale Contract

Compensation. The City shall pay Contractor an aggregate amount not to exceed Purchase Order(s) at the rates as set forth in the Avondale Contract.

3. Payments. The City shall pay the Contractor monthly based upon the work performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Avondale Contract, and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing both this Agreement and the Avondale Contract will be subject to rejection and may be returned.
4. Conflict of Interest. This Agreement is subject to cancellation by the City pursuant to A.R.S. § 38-511.
5. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Goodyear, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal, state and local laws, rules and regulations applicable to this Agreement. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona without regard to conflicts or choice of law provisions. Any action arising out of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.
6. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, invoices and/or the Avondale Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Avondale Contract (collectively, "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any of the unauthorized conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Avondale Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.
7. Indemnification; Insurance. To the extent provided under the Avondale Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to Avondale Contract, and such rights, privileges, insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to the Contractor's obligation to provide the indemnification and insurance. In any event, except to the extent caused by the City's gross negligence or willful misconduct, passenger-upon-passenger violence that is not due to Contractor's negligence, or Contractor's good faith adherence to City's policies, procedures or directives, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the cost of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof)

relate to, arise out of, or are caused by, in whole or in part, or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

8. Termination for Convenience. City at any time and for any reason and without cause may terminate, this Contract at City's convenience. Upon termination for convenience, the Contractor shall be paid for all undisputed services performed to the termination date. , unless the notice directs otherwise, immediately discontinue further services and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Goodyear is a violation of this Agreement and the City of Goodyear Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

9. Termination for Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its non-performance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

10. Continuation of Services – Israel: For contracts in excess of One Hundred Thousand (\$100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott" of Israel, as that term is defined in A.R.S. § 35-393.

11. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:

City of Goodyear
Christine McMurdy
Project Management Coordinator

Engineering Department
14455 West Van Buren St, Suite D
Goodyear, AZ 85338

With copies to:

City of Goodyear
Procurement Department
1900 N. Civic Square
Goodyear, AZ 85395

If to Contractor:

First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attn: Bradley Thomas, CEO
Email: brad.thomas@firstgroup.com
Phone: 513-241-2200

With copies to:

First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attn: General Counsel
Email: mike.petrucchi@firstgroup.com

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

IN WITNESS WHEREOF, the person signing this Agreement below, warrants that they have full authority to do so and that their signatures shall bind the parties for which they sign.

CITY OF GOODYEAR

By: _____
Jacque Behrens, CPPB

Title: Procurement Manager

Date: _____

FIRST TRANSIT, INC.

By:  _____
Name Bradley A. Thomas

Title: CEO

Date: 9-21-22

ATTEST

By _____
Darcie McCracken, City Clerk

APPROVED AS TO FORM

By _____
Roric Massey, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FIRST TRANSIT, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of the date of last signature below, between the City of Avondale, an Arizona municipal corporation (the “City”) and First Transit, Inc., a Delaware corporation (the Contractor”).

RECITALS

A. The City issued a Request for Proposals, PW 22-039 “Avondale-Goodyear Microtransit” (the “RFP”), a copy of which is on file in the City’s Finance Office and incorporated herein by reference, seeking proposals from vendors to provide Microtransit services for city residents, improve mobility for communities, provide an enhanced customer experience, and meet operational and economic requirements (the “Services”).

B. The Contractor responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

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

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 12, 2023 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager’s signature thereon, which approval may be withheld by the City for any reason. The Contractor’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this

Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Pricing Adjustment. Any requests for reasonable price adjustments must be submitted in accordance with this Section 1.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

At least sixty (60) days prior to Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

1.4 Volume Adjustment. Should the Service Hours in Exhibit C be lower than projected, First Transit and Avondale, or the respective City, that utilize this agreement will re-negotiate the hourly rate based on the revised scope of work."

1.2.1 Software Licensing and Maintenance. This contract may be renewed upon mutual written agreement of the parties beyond the term stated above in Section 1.2 for any related software licensing and maintenance, and such shall remain in place for the life of the purchased equipment under this contract subject to availability and appropriation of funds for each fiscal year.

1.4 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City of Avondale shall pay Contractor for the Services at the rates set forth in the Fee Proposal (City of Avondale) attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document

and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor’s performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, and except to the extent caused by the City’s gross negligence or willful misconduct, passenger-upon passenger violence that is not due to Contractor’s negligence, or Contractor’s good faith adherence to City’s policies, procedures or directives, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages,

liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the negligent work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor’s responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate

RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured

under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. [Intentionally Omitted]

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

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such

additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Contractor to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements

have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager, which shall not be unreasonably withheld. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

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

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Cherlene Penilla, Acting City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Procurement Officer

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney

If to Contractor: First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attn: Bradley Thomas, CEO
Email: brad.thomas@firstgroup.com
Phone: 513-241-2200

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

14.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining

to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.21.1 The Exhibit D. Federal Requirements, Exhibit E. FTA Certifications and Exhibit F. PTD Compliance of RFP 22-039 shall apply to cooperative purchases identified with federal funds only:

14.22 Force Majeure. In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, labor shortages, governmental action, fuel shortage, interruption to power or communication grid, pandemic, epidemic, or any other condition or cause beyond Contractor's control, City shall excuse Contractor from performance under this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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

"City"

CITY OF AVONDALE,
an Arizona municipal corporation



Kevin Custer, Procurement Manager

Date: Sep 12, 2022

"Contractor"

First Transit, Inc.,
a Delaware corporation



By: Brad Thomas (Sep 12, 2022 17:23 EDT)

Name: Brad Thomas

Title: CEO

ITEM #: 7.
DATE: 09/26/2022
AI #:1076



CITY COUNCIL ACTION REPORT

SUBJECT: AMEND ARTICLE 3-12 TO RECOGNIZE NEW EMPLOYEE GROUPS IN UGFF & GYPOA

STAFF PRESENTER(S): Lyman Locket, Human Resources Director

SUMMARY

Amend Goodyear City Code Article 3-12 City of Goodyear Meet and Discuss/Meet and Confer updating the eligible Employee Groups to include Ambulance Emergency Medical Technicians (EMT's) and Paramedics in the Meet and Confer process and Battalion Chiefs (BC) and Lieutenants (LT) in the Meet and Discuss process (only).

Recommendation

1. ADOPT RESOLUTION NO. 2022-2272, DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "AMENDMENT TO ARTICLE 3-12 CITY OF GOODYEAR MEET AND DISCUSS/MEET AND CONFER" OF THE CITY OF GOODYEAR CODE OF ORDINANCES.

2. ADOPT ORDINANCE NO. 2022-1558, AMENDING GOODYEAR CITY CODE ARTICLE 3-12 (CITY OF GOODYEAR MEET AND DISCUSS/MEET AND CONFER) UPDATING ELIGIBLE EMPLOYEE GROUPS; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY. (Lyman Locket, Human Resources Director)

FISCAL IMPACT

There is no direct fiscal impact associated with this specific change. Employee groups will enter into the Meet and Discuss/Meet and Confer process within the budget cycle timeline. Outcomes of the Meet and Discuss process are subject to annual budget approval. Memorandums of Understanding (MOU's) from the Meet and Confer process will be subject to Council approval.

BACKGROUND AND PREVIOUS ACTIONS

In September 2004, Goodyear voters passed proposition 408 which removed prohibitive language regarding collective bargaining and provided City Council the right to govern by ordinance, the process of setting employee wages, working hours, benefits and working conditions.

In March 2005, City Council adopted Ordinance No. 2005-937 entitled The Goodyear Employee Relations Ordinance which authorized the City to recognize certain groups of

employees for collective bargaining. At that time two Employee Groups were recognized: Police Employee Group and Fire Employee Group.

In October 2011, City Council adopted Ordinance 11-1249 establishing a Meet and Discuss/Meet and Confer Process. This change created a new method for facilitating communication between City Management and the selected representatives of two Public Safety Employee Groups. Pursuant to this ordinance, these two existing groups were recognized as the only Employee Organizations certified to represent Employee Groups in the Meet and Discuss/Meet and Confer process. Employee Groups covered under the ordinance were Sworn Police Employees up to Police Sergeant and Sworn Fire Employees up to Fire Captain.

The introduction of ambulance operations has triggered consideration for inclusion as an Employee Group under the Sworn Fire Employee Organization. Due to the categorization of Ambulance EMT's and Paramedics as first responders and the natural career path to fire service, it is recommended that Ambulance EMT's and Paramedics be included as an Employee Group represented by the Sworn Fire Employee Organization.

Inclusion of the new Ambulance EMT and Paramedic as eligible positions will allow their interests to be represented by United Goodyear Firefighters (UGFF) during the Meet and Confer process and other labor management activities. Provisions agreed to in the Meet and Confer process will be reflected in the City of Goodyear & UGFF MOU.

The review of covered Employee Groups also recognized that Fire Battalion Chiefs (BC's) and Police Lieutenants (LT's) are uniquely positioned in a management role with emergency response duties. The roles also aligned in the natural career progression from positions currently recognized as eligible Employee Groups. Therefore, we recommend recognizing BC's and LT's as eligible Employee Groups for the Meet and Discuss process only.

Inclusion of the Battalion Chiefs and Lieutenants as eligible positions in the Meet and Discuss process allows for an annual proposal and discussion of permissible wages, benefits and working conditions. The Meet and Discuss process does not result with a MOU.

STAFF ANALYSIS

Inclusion of the Ambulance EMT's and Paramedics as a recognized Employee Group will assist in providing a seamless career progression into fire service and maintain continuity of having first responders under the Public Safety Employee Organization. This change will avail this employee group to the Meet and Confer Process and will result in future city of Goodyear and United Goodyear Firefighter MOU's including provisions specific to Ambulance EMT's and Paramedics.

Inclusion of BC's and LT's as a recognized Employee Group in the Meet and Discuss process will assist in providing a seamless career progression from lower ranking positions. This change recognizes the unique roll of this Employee Group as management with first responder duties. Availing BC's and LT's to the Meet and Discuss Process will minimize the potential for compensation compression with lower ranks and differentiated benefits that deters career growth.

Attachments

Resolution w/Exhibit A

Ordinance

RESOLUTION NO. 2022-2272

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "AMENDMENT TO ARTICLE 3-12 CITY OF GOODYEAR MEET AND DISCUSS/MEET AND CONFER" OF THE CITY OF GOODYEAR CODE OF ORDINANCES.

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 RECORD

That a certain document titled "AMENDMENT TO ARTICLE 3-12 CITY OF GOODYEAR MEET AND DISCUSS/MEET AND CONFER," a copy of which is attached hereto as Exhibit A, and is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned document is declared a public record in connection with the adoption of Ordinance No. 2022-1558.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 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_____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"

AMENDMENT TO CHAPTER 3-12 CITY OF GOODYEAR MEET AND DISCUSS/MEET AND CONFER

Pursuant to Ordinance No. 2022-1558 adopted by the City of Goodyear City Council on September 26, 2022, Goodyear City Code of Ordinances, ARTICLE 3-12 CITY OF GOODYEAR MEET AND DISCUSS/MEET AND CONFER is hereby amended to read as follows:

ALL SECTION NUMBERS AND TITLES IN THE ARTICLE 3-12 TABLE OF CONTENTS SHALL REMAIN UNCHANGED.

SECTION 3-12-1 (PURPOSE) SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

This article establishes a process to facilitate communication between the City Manager or designee and the selected representatives of the City's Public Safety Sworn and non-sworn Ambulance EMT and Paramedic Employees regarding certain subjects connected to their employment through a "Meet and Discuss/Meet and Confer" process.

Sworn Employees in the job classification of Battalion Chief and Lieutenant may select representatives for the purpose of participating in the Meet and Discuss process on their behalf, pursuant to this article. The certified representatives of these Groups may meet with the City Manager or designee to discuss certain defined subjects, such as the wages, hours, benefits (excluding health care), and working conditions of employees in the Employee Group.

Sworn Employees in the job classification of Captain, Engineer, Firefighter, Police Sergeant and Police Officer and non-Sworn employees in the job classifications of Ambulance EMT and Ambulance Paramedic may select representatives for the purpose of participating in the Meet and Confer process on their behalf, pursuant to this article. The certified representatives of these Groups may meet with the City Manager or designee to discuss certain defined subjects, such as the wages, hours, benefits (excluding health care), and working conditions of employees in the Employee Group.

This article also establishes the method for communicating recommendations that may result from the Meet and Discuss/Meet and Confer process to the Goodyear City Council through the City Manager utilizing the Meet and Discuss/Meet and Confer process.

Pursuant to the Meet and Discuss process, an Employee Organization may meet with the City Manager or designee on behalf of an Employee Group regarding issues such as wages, hours, benefits (excluding health care) and other similar items that are mutually agreed upon by the Employee Organization and the City Manager or designee. The Meet and Discuss process shall not result in a Memorandum of Understanding or similar memorialized written document. The Meet and Discuss process and the products of that process are described specifically in Section 3-12-11.

SECTION 3-12-2 (POLICY STATEMENT) SHALL REMAIN UNCHANGED.

SECTION 3-12-3 (DEFINITIONS) SHALL ADD THE DEFINITION OF EMPLOYEE GROUP AS SUBSECTION (D) AND FURTHER REVISE SUBSECTIONS (D-I) TO READ AS FOLLOWS: THE FOLLOWING AS ITEM D (AND ADJUSTING THE LETTERS FOLLOWING):

(D) **EMPLOYEE GROUP.** A group of employees that fall into an eligible job classification that may be represented by a Public Safety Sworn Employee Organization. Four Employee Groups are authorized to participate in the respective process:

- Sworn Firefighters, Fire Engineers, Fire Captains, Ambulance EMT's and Ambulance Paramedics (Meet and Confer Process)
- Sworn Police Officers and Sworn Police Sergeants (Meet and Confer Process)
- Battalion Chiefs (Meet and Discuss Process only)
- Lieutenants (Meet and Discuss Process only)

(DE) **DECERTIFICATION.** Decertification is the removal by the City Manager of a Public Safety Sworn Employee Organization as the designated representative of an Employee Group.

(EF) **ELIGIBLE EMPLOYEE.** Eligible employees include Sworn Police Employees in classifications up to and including the rank of Lieutenant~~Sergeant, and~~ Sworn Fire Employees in classifications up to and including the rank of ~~Captain~~Battalion Chief, non-Sworn Fire Employees in the job classifications of Ambulance EMT and Ambulance Paramedic;~~who have completed their Trial Service period with the City.~~ Contract, part-time, temporary, and seasonal employees are excluded. An individual employee's eligibility to participate in the process described in this article will be determined by the City Manager.

(FG) **TRIAL SERVICE.** Consistent with City Personnel Policies, a Trial Service Employee shall mean an employee who is in his or her first year of service after hire and any required Academy. Trial Service may be extended at the discretion of the City Manager. A Trial Service Employee serves as an "at-will employee ~~at-will~~" whose employment may be terminated at any time without notice. Trial Service Employees do not have access to the City's appeals process or the appeals process outlined in the MOU~~in the event of termination.~~ Trial Service Employees ~~are not eligible to participate in the Meet and Discuss/Meet and Confer process and they~~ may not vote in a certification election until they have completed their Trial Service period.

(G) **SWORN EMPLOYEE.** A Sworn Employee is a Police or Fire employee who is a member of the Arizona Public Safety Personnel System.

(H) **NON-SWORN EMPLOYEE.** For the purpose of the Meet and Confer process a Non-Sworn Fire employees in the job classification of Ambulance EMT or Ambulance Paramedic.

SUBSECTION (D) OF SECTION 3-12-4 (RIGHTS OF EMPLOYEES AND PUBLIC SAFETY SWORN EMPLOYEE ORGANIZATIONS) SHALL BE REVISED TO READ AS FOLLOWS:

(D) Meeting and Discussing/Meeting and Conferring will be conducted through the defined process with the City Manager or designee. Violation of this process may result in Decertification by the City Manager.

SUBSECTION (A)(4) OF SECTION 3-12-5 (RIGHTS OF MANAGEMENT) SHALL BE REVISED TO READ AS FOLLOWS:

(4) The City Manager or designee may, but is not obligated to, consult with the City's employees, or their authorized representatives, about the direct consequences that decisions on any of the foregoing matters may have on wages, hours, and working conditions.

SECTION 3-12-6 (EMPLOYEE GROUPS) SHALL BE REVISED TO READ AS FOLLOWS:

The Meet and Discuss/Meet and Confer process shall be limited to a total of ~~two~~ four Employee Groups. They shall include:

(A) Eligible Sworn Police Officers in classifications up to and including the rank of Sergeant.

(B) Eligible Sworn Firefighters in classifications up to and including the rank of Captain and non-Sworn Fire Employees in Ambulance EMT and Ambulance Paramedic job classifications.

(C) Fire Battalion Chief

(D) Police Lieutenant.

SUBSECTION (A) OF SECTION 3-12-7 (PETITION PROCESS) SHALL BE REVISED TO READ AS FOLLOWS AND SUBSECTIONS (A)(1-5) AND (B) SHALL REMAIN UNCHANGED:

(A) A Public Safety Sworn Employee Organization seeking recognition as the Certified Public Safety Sworn Employee Organization of an Employee Group for purposes of Meet and Discuss/Meet and Confer shall submit a petition or signature cards to the City Clerk requesting such Certification. There shall be no solicitation of employees to sign such petitions or cards during the employee's working time. Petitions shall be submitted no earlier than July 15th and no

later than September 15th in any budget year. [Dates may be adjusted if both parties reach a mutual agreement.](#) Each petition shall contain or be accompanied by:

SUBSECTION (D) OF SECTION 3-12-8 (ELECTION PROCEDURES) SHALL BE REVISED TO READ AS FOLLOWS:

(D) The City Manager [or designee](#) will schedule the election at an appropriate time and place such that Eligible Employees have an opportunity to vote. The City Manager through the City Clerk shall post a notice prior to the election informing Eligible Employees of the date and time of the election. The polls will only be open during normal business hours.

SECTION 3-12-9 (DECERTIFICATION PROCESS/DISQUALIFICATION) SHALL REMAIN UNCHANGED.

SUBSECTION (A) OF SECTION 3-12-10 (SCOPE OF MEET AND DISCUSS/MEET AND CONFER) SHALL BE REVISED TO READ AS FOLLOWS:

(A) *Permissible Subjects.* The Meet and Discuss/Meet and Confer process may encompass certain wages, hours, and working conditions which may include: salary or wage rates or other forms of direct [or deferred](#) monetary compensation and direct cost subjects; paid time off and procedures therefore; leaves of absence; total hours of work required of an employee on each workday or workweek, including overtime, compensatory time, rest and meal periods and call-in/call-back; health and safety training; personnel records reviews; distribution of information; administration of Meet and Discuss procedures; uniform procedures for employee grievances and discipline; and other items mutually agreed upon by a Public Safety Sworn Employee Organization and the City Manager and which were submitted with the initial written recommendations detailed in Section 3-12-11(A) or 3-12-14(B), as applicable.

SECTION 3-12-11 (MEET AND DISCUSS PROCEDURES) SHALL BE REVISED TO READ AS FOLLOWS:

The purpose of this section is to define and describe an orderly process by which Eligible Sworn Police and Eligible Sworn Fire Employees of the City of Goodyear and their designated representatives can Meet and Discuss with the City Manager [or designee](#) certain matters relating to their wages, hours, benefits and working conditions.

(A) A Certified Public Safety Sworn Employee Organization may initiate the Meet and Discuss process for the following Budget Year by submitting written recommendations that are specific with respect to their subject matter, proposed effective dates, and estimated cost to the City

Manager no earlier than November 1st and no later than November 30th preceding the Budget Year.

(B) The City Manager or designee will meet at a reasonable time within the City of Goodyear with each Certified Public Safety Sworn Employee Organization that submits written recommendations in compliance with this procedure, to provide an opportunity to discuss the written recommendations. Following ~~an initial~~ the scheduled meetings, the City Manager or designee will prepare a written response to the Public Safety Sworn Employee Organization's recommendations. Up to two additional meetings will be held if requested by either the City Manager or the Public Safety Sworn Employee Organization. Additional meetings may be scheduled if deemed necessary by the City Manager.

(C) Those items agreed to in the written proposals will be submitted as part of the City Manager's proposed budget and will be considered during the Council's budget hearings.

(D) The City Manager's Office also will provide a report to the Goodyear City Council summarizing the issues discussed during the Meet and Discuss process.

(E) The City Council shall have sole discretion to accept, modify and/or reject any proposal, recommendation and/or report during the budget process. (Ord. 11-1249, passed 10-24-2011)

SECTION 3-12-12 (RESERVED) SHALL REMAIN UNCHANGED.

SECTION 3-12-13 (PURPOSE) SHALL BE REVISED TO READ AS FOLLOWS:

The purpose of this section is to define and describe an orderly process by which Sworn Police, ~~and~~ Sworn Fire and eligible non-Sworn Fire Employees of the City of Goodyear and their designated representatives can Meet and Confer with the City Manager or designee relating to their wages, hours, benefits and working conditions.

SECTION 3-12-14 (MEET AND CONFER PROCESS) SHALL BE REVISED TO READ AS FOLLOWS:

The following is the authorized process for meeting and conferring:

~~(A) A Certified Employee Organization that has participated in the Meet and Discuss process for a minimum of 12 months following Certification may elect to use the following procedure in lieu of the Meet and Discuss process described in Section 3-12-11.~~

~~(A)~~ (AB) An eligible Certified Employee Organization may initiate the Meet and Confer process set forth in this section by submitting proposals regarding those items within the scope of the Meet and Confer process that affect the Employee Group it represents to the City Manager and

advising that the Employee Group wants to proceed under the Meet and Confer Process. All proposals submitted to the City Manager by the Employee Organization must be in writing and shall specifically delineate the issues that will be discussed in the Meet and Confer process. Proposals shall be submitted no earlier than November 1st and no later than November 30th prior to a Budget Year.

(~~G~~B) Upon receiving a proposal from a Certified Employee Organization and response from the City Manager, representatives of the Employee Organization and the City Manager or ~~his~~their designated representative(s) shall begin "meeting and conferring" at mutually agreed upon times (likely January through March) and places within the City, for the purpose of agreeing upon items to be included in a written Memorandum Of Understanding ("MOU"). This process is intended to work toward understanding of issues and identifying the interests that underlie each side's issues and positions. Meetings shall continue until an agreement, for the purposes of Meet and Confer, is reached or impasse is declared by either party. Meeting ground rules shall be established, mutually agreed upon, and adhered to while meeting and conferring.

(~~D~~C) Only those issues identified in the Certified Employee Organization's initial proposals and those raised by the City Manager and/or in the City Manager's response shall be discussed during the Meet and Confer process, unless otherwise mutually agreed.

(~~E~~D) The City Manager or designee and the representative of the Employee Organization shall reduce all areas of agreement, for the purposes of Meet and Confer, to writing. If agreement has not been reached on a subject by April 1st preceding the Budget Year, by mutual agreement of both parties, a neutral facilitator may be requested to assist the parties to reach an agreement. The neutral facilitator shall be from the Federal Mediation and Conciliation Service or a non-employee of the City who is mutually agreed upon by the City Manager or designee and the representative of the Certified Employee Organization. Any costs for the neutral facilitator shall be equally shared between the City and the Employee Organization.

(~~F~~E) If agreement has not been reached on all items to be included in a MOU by April 15th, the City Manager or designee will present a final offer for a MOU to the representative of the Employee Organization. The Employee Organization may prepare written comments concerning the final offer. If the Employee Organization prepares written comments, such comments must be submitted to the City Manager by April 30th. The final offer and written comments, if any, will be presented by May 1st to the Council for their consideration.

(~~G~~E) The City Council shall have sole discretion to accept or reject any proposal, recommendation, reports or offers that result from the Meet and Confer Process. Final action by the Mayor and Council upon the issues raised during the Meet and Confer process will serve as the MOU for the following Budget Year.

(H**G**) Nothing in this article shall be construed to limit the Mayor and Council's authority to modify, amend or terminate a MOU or any part of it at any time, and in their discretion.

SECTION 3-12-15 (RESOLUTION OF CLAIMS OF BREACH OF A MEMORANDUM OF UNDERSTANDING (MOU)) SHALL REMAIN UNCHANGED.

SUBSECTION (B) OF SECTION 3-12-16 (REOPENING A MEMORANDUM OF UNDERSTANDING (MOU)) SHALL BE REVISED TO READ AS FOLLOWS:

(B) The City Manager will provide as much notice of the reasons for reopening the MOU as is feasible given all of the circumstances then existing, in an effort to provide the Certified Employee Organization's representatives an opportunity to discuss potential changes to the MOU before they are presented to the City Council. The City Manager or designee and the Certified Employee Organizations will attempt to agree on changes to the MOU before proposals are presented to the City Council.

SECTIONS 3-12-17 THROUGH 3-12-23 SHALL REMAIN UNCHANGED.

ORDINANCE NO. 2022-1558

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING GOODYEAR CITY CODE ARTICLE 3-12 (CITY OF GOODYEAR MEET AND DISCUSS/MEET AND CONFER) UPDATING ELIGIBLE EMPLOYEE GROUPS; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, in September 2004, Goodyear voters passed proposition 408 removing prohibited language regarding collective bargaining providing City Council the right to govern by ordinance, the process of setting, employee wages, working hours, benefits, and working conditions; and

WHEREAS, in March 2005, City Council adopted Ordinance No. 2005-937 entitled the Goodyear Employee Relations Ordinance authorizing the City to recognize certain groups of employees for collective bargaining, where two Employee Groups were recognized; and

WHEREAS, in October 2011, City Council adopted Ordinance 11-1249 establishing a Meet and Discuss/Meet and Confer Process creating a new method for facilitating communication between City Management and the selected representatives of two Public Safety Employee Groups identifying Sworn Police Employees, up to Police Sergeant and Sworn Fire Employees, up to Fire Captain; and

WHEREAS, the City is adding ambulance operations with new Ambulance EMT and Paramedic positions not currently identified within a recognized Employee Group, where they may be represented by the Sworn Fire Employee Organization; and

WHEREAS, adding Ambulance EMT and Paramedic positions to the Employee Group to the Sworn Fire Employee Organization, will allow their interests to be represented during the Meet and Confer process and other labor management activities; and

WHEREAS, Fire Battalion Chief and Police Lieutenant positions are not currently identified within a recognized Employee Group where they may be represented by the Sworn Employee Organization; and

WHEREAS, adding Fire Battalion Chief and Police Lieutenant positions to the Employee Group where the Employee Organizations will allow their interests to be represented during the Meet and Discuss process, only providing the annual proposal and discussion of permissible wages, benefits, and working conditions, and does not result with a Memorandum of Understanding; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona are authorized to amend Goodyear City Code.

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

SECTION 1. AMENDMENT TO GOODYEAR CITY CODE ARTICLE 3-12 ENTITLED CITY OF GOODYEAR MEET AND DISCUSS/MEET AND CONFER

Chapter 3, Article 3-12 of Goodyear City Code of Ordinances is hereby amended as set forth in that certain document titled, "Amendment to Article 3-12 City of

Goodyear Meet and Discuss/Meet and Confer,” which document is attached as Exhibit A to Resolution No. 2022-2272 as was declared a public record by Resolution No. 2022-2272, three copies of which are on file with the City of Goodyear and which is referred to, adopted, and made a part hereof as if fully set forth in the Ordinance.

SECTION 2. CORRECTIONS

The 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 3. 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 4. DECLARING AN EMERGENCY

In order to preserve the peace, health, and safety of the citizens of Goodyear, Arizona, an emergency is declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

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