City Council Regular Meeting

City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, October 24, 2022
6:00 PM
AMENDED 10/21/2022

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, Goddyear, AZ 85395 (623) 882-7830
www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: https://www.facebook.com/goodyearazgov/videos

Monday, October 24, 2022 6:00 p.m. Meeting Agenda

Amended on 10/21/22 - Title corrected on agenda item 12

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. **APPROVAL OF MINUTES**

   Recommendation

   Approve the draft minutes from the Regular Meetings held on September 26 and on October 3, 2022 and approve the draft minutes from the Special Meeting held on October 3, 2022. (Darcie McCracken, City Clerk)

2. **PERMANENT EXTENSION OF PREMISES/PATIO PERMIT FOR THE CANTINA AT PRESIDIO**

   Recommendation

   Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of a permanent extension of premises/patio permit request for liquor license #14073061, submitted by Julia Holland, Agent for CantaMia at Estrella Association, located at 17700 W. Star Point Dr., Bldg. B, Goodyear, AZ 85338. (Generally located Southwest corner of S. Estrella Pkwy and Tanglewood Dr.). (Darcie McCracken, City Clerk)

3. **APPROVE EXPENDITURE UP TO $1,151,500 FOR THE PURCHASE AND INSTALLATION OF A REPLACEMENT EMERGENCY GENERATOR AT THE BOOSTER 11 PUMP STATION (PROJECT 60047)**

   Recommendation

   Approve expenditure of funds up to $1,151,500 to complete the project through the purchase and installation of a replacement generator and controls at the Booster 11 Pump Station. (Todd Carpenter, Process Operations Manager; Stephen Scinto, Interim Deputy Public Works Director)

4. **EXPENDITURE AUTHORIZATION FOR DESIGN SERVICES ON RAINBOW VALLEY WRF PROJECTS 60077 and 60110, CREATION OF CIP PROJECT 60110 RAINBOW VALLEY WRF OPERATIONAL IMPROVEMENTS, AND AUTHORIZE RELATED BUDGET AMENDMENTS**

Recommendation

Approve the creation of CIP project 60110 Rainbow Valley WRF Operational Improvements and related budget amendment of $1,875,000 and authorize expenditure of funds up to $650,000 for CIP Projects 60110 and 60077. (Javier Setovich, Public Works Director; Lisa Melton, Senior Project Manager).

5. **APPROVAL OF PARTICIPATION IN THE DRUG ENFORCEMENT AGENCY TASK FORCE AND THE EQUITABLE SHARING AGREEMENT AND CERTIFICATION ANNUAL AFFIDAVIT**

Recommendation

Approve the Drug Enforcement Agency Task Force Agreement and Annual Certification Affidavit. (Santiago Rodriguez, Chief of Police)

6. **FINAL PLAT FOR ESTRELLA COMMONS DISTRICT**

Recommendation

Approve the Final Plat of Estrella Commons District attached hereto, subject to stipulations. (Marty Crossland, Interim Deputy Director of Development Engineering)

7. **APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

Recommendation

Approve budget amendment utilizing one-time City Manager contingencies. (Doug Sandstrom, Finance Director)

8. **CHANGING STREET NAME OF RUSTLER ROAD ALIGNMENT EAST OF ESTRELLA PARKWAY AT INTERSECTION OF ESTRELLA PARKWAY AND PRIVATE DRIVE/ROAD BETWEEN FOOTHILLS COMMUNITY PARK AND ESTRELLA FOOTHILLS HIGH SCHOOL TO WOLFPACK WAY**

Recommendation

ADOPT RESOLUTION NO. 2022-2275, AUTHORIZING A NAME CHANGE FOR THE SECTION OF THE RUSTLER ROAD ALIGNMENT LOCATED EAST OF THE INTERSECTION OF ESTRELLA PARKWAY AND THE PRIVATE DRIVE/ROAD BETWEEN FOOTHILLS COMMUNITY PARK AND ESTRELLA FOOTHILLS HIGH SCHOOL TO WOLFPACK WAY AND ESTABLISHING AN EFFECTIVE DATE. (Hugh Bigalk, P.E., City Traffic Engineer)

9. **DEDICATION OF RIGHT OF WAY NEEDED FOR IMPROVEMENTS TO ROOSEVELT STREET FOR THE ESTRELLA COMMONS DISTRICT DEVELOPMENT**

Recommendation

Conditionally authorize the acceptance and execution of Special Warranty Deeds from Aldi (Arizona) L.L.C and Cyrene at Estrella HOA conveying right-of-way upon satisfaction of the conditions set forth in stipulations. (Kimberly Romero, Real Estate Coordinator)

10. **FINAL PLAT FOR CITRUS PARK PHASE 2A**

Recommendation

Approve the Final Plat of Citrus Park Phase 2A. (Marty Crossland, Interim Deputy Director of Development Engineering)

11. **FINAL PLAT FOR LOT 1 LAKIN PARK – PHASE 1**

Recommendation

Approve the Final Plat for Lot 1 Lakin Park – Phase 1. (Marty Crossland, Interim Deputy Director of Development Engineering)

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

The public hearings for Use permits for the McDonald's and Self-storage at Palm Valley Phase V have been pulled and will be re-noticed with the expected public hearing date.

12. **TERMINATING EXISTING DEVELOPMENT AGREEMENT FOR LA JOLLA VISTA AND PUBLIC HEARING TO REZONE APPROXIMATELY 198.5 GROSS ACRES LOCATED AT THE NORTHEAST CORNER OF CITRUS AND LOWER BUCKEYE ROADS**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2255, TERMINATING SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LA JOLLA VISTA AND AMENDMENTS THERETO AND DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2022-1545 RELATED TO THE REZONING CASE FOR – LA JOLLA VISTA AT WEST GOODYEAR.

2. ADOPT ORDINANCE NO. 2022-1545, CONDITIONALLY REZONING APPROXIMATELY 198.6 GROSS ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF CITRUS ROAD AND LOWER BUCKEYE ROAD TO BE KNOWN AS LA JOLLA VISTA 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; AND PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, Principal Planner)

13. **USE PERMIT FOR CONVENIENCE USE (ROLL-EM-UP TAQUITOS RESTAURANT WITH A DRIVE-THOUGH)**

Recommendation

Recommend approval for a use permit for a convenience use (Roll-Em-Up Taquitos Restaurant with a drive-through) on a 1.3-acre parcel in the Cobblestone Creek commercial center located at the northwest corner of Pebblecreek Parkway and McDowell Road within the Palm Valley Phase VIII PAD, subject to stipulations. (Guadalupe Ortiz Cortez, Planner)

14. **PLANNED AREA DEVELOPMENT AMENDMENT FOR THE 2ND RESTATED AND AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE - SOUTH**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2273, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2022-1559 RELATED TO THE REZONING OF BALLPARK VILLAGE & BALLPARK VILLAGE – SOUTH".

2. ADOPT ORDINANCE NO. 2022-1559, CONDITIONALLY REZONING APPROXIMATELY 284.5 GROSS ACRES LOCATED ON THE EAST SIDE OF ESTRELLA PARKWAY TO ADD APPROXIMATELY 16 ACRES TO THE EXISTING 268.5-ACRE 2nd RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT (PAD) FOR BALLPARK VILLAGE & BALLPARK VILLAGE - SOUTH; TO REZONE THE APPROXIMATELY 16 ACRES TO THE EXISTING PAD UNDERLYING RES/MXD ZONING DESIGNATION; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. (Guadalupe Ortiz Cortez, Planner)

BUSINESS

15. **SARIVAL AND BROADWAY ANNEXATIONS**

Recommendation

1. Authorize staff to initiate the annexation of approximately 1.81 acres of property along the Broadway Road alignment between the Sarival Avenue alignment and the 159th Avenue alignment, generally located southeast of Sarival Avenue and Maricopa County Highway 85.

2. Authorize staff to initiate the annexation of approximately 0.42 acres of property along the Sarival Avenue alignment between Maricopa County Highway 85 (MC85) and the future Arizona State Route 30 (Tres Rios Freeway) generally located

southeast of Sarival Avenue and MC85. (Christian M. Williams, Principal Planner)

16. **INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT ALONG VAN BUREN STREET FROM SR 303 TO 143RD AVENUE (CIP PROJECT #42066)**

Recommendation

Approve and authorize the Mayor or his designee to execute Intergovernmental Agreement, IGA 22-0008635-I, A.G. Contract No. P0012022000997 with the Arizona Department of Transportation, establishing responsibility for funding, purchasing and installing Intelligent Transportation System Equipment along Van Buren Street from SR 303 to 143rd Avenue. (Hugh Bigalk, P.E., City Traffic Engineer)

17. **INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT ALONG YUMA ROAD FROM SARIVAL AVENUE TO 143RD AVENUE (CIP PROJECT #42067)**

Recommendation

Approve and authorize the Mayor or designee to execute Intergovernmental Agreement, IGA 22-0008633-I, A.G. Contract No. P0012022001118 with the Arizona Department of Transportation, establishing responsibility for funding, purchasing and installing Intelligent Transportation System Equipment along Yuma Road from Sarival Avenue to 143rd Avenue. (Hugh Bigalk, P.E., City Traffic Engineer)

18. **INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT ALONG INDIAN SCHOOL ROAD FROM MINNEZONA AVENUE TO SARIVAL AVENUE (CIP PROJECT #42065)**

Recommendation

Approve and authorize the Mayor or designee to execute Intergovernmental Agreement, IGA 22-0008632-I, A.G. Contract No. P0012022001117 with the Arizona Department of Transportation, establishing responsibility for funding, purchasing and installing Intelligent Transportation System Equipment along Indian School Road from Minnezona Avenue to Sarival Avenue. (Hugh Bigalk, P.E., City Traffic Engineer)

19. **INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT ALONG COTTON LANE FROM YUMA ROAD TO LILAC STREET (CIP PROJECT #42064)**

Recommendation

Approve and authorize the Mayor or designee to execute Intergovernmental Agreement, IGA 22-0008636-I, A.G. Contract No. P0012022000989 with the Arizona Department of Transportation, establishing responsibility for funding, purchasing and installing Intelligent Transportation System Equipment along Cotton Lane from Yuma Road to Lilac Street. (Hugh Bigalk, P.E., City Traffic Engineer)

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

November 7, 2022	Community Facilities District Meeting	5:00 p.m.
November 7, 2022	Regular Meeting	Immediately following the CFD 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 amended & posted on 10/21/22 at 9:25 a.m. by PP.

ITEM #: 1.
DATE: 10/24/2022
AI #:1094

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meetings held on September 26 and on October 3, 2022 and approve the draft minutes from the Special Meeting held on October 3, 2022. (Darcie McCracken, City Clerk)

Attachments

September 26, 2022 Draft Regular Meeting Minutes

October 3, 2022 Draft Regular Meeting Minutes

October 3, 2022 Draft Special Meeting Minutes

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

Monday, September 26, 2022	6:00 p.m.	Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 6:00 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 COUNCILMEMBER LAURITANO

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Sheri Lauritano to APPROVE Consent Agenda Items 1 through 3. 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

1. **APPROVAL OF MINUTES**

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

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**

Mayor Pizzillo opened the Public Hearing at 6:03 p.m.

Principal Planner Christian Williams presented a request to rezone approximately 51.24 acres located on the southwest corner of Estrella Parkway and Yuma Road zoned Planned Area Development (PAD) with an underlying zoning of residential and retail. Mr. Williams reviewed the surrounding area and the property's zoning history. Mr. Williams explained that the applicant is requesting to rezone the property to Multi-Family 18 (MF-18) with a PAD overlay to facilitate the development of stacked-flat style buildings, townhouses, and cottages. Mr. Williams highlighted the requests and regulations for the PAD Overlay. This included the setbacks, parking, design standards, amenities and features.

Mr. Williams spoke about resident concerns related to drive-through restaurants and lack of walkable retail.

Teresa Crosnos, Goodyear resident, expressed her concerns with the estimate of traffic and the increased amount of residents going to school in the area. Mr. Paul Gilbert, attorney for the applicant, responded to Ms. Crosnos concerns noting the density was reduced by 1/4th.

There being no other speakers present, Mayor Pizzillo closed the public hearing at 6:18 p.m.

The Council discussed traffic studies, roadway improvements and apartment resident and visitor parking.

MOTION BY Councilmember Patrick Bray, **SECONDED BY Councilmember Bill Stipp to 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. 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 Bill Stipp, **SECONDED BY Councilmember Laura Kaino to 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. 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

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)**

Mayor Pizzillo called the public hearing to order at 6:34 p.m.

Principal Planner Christian Williams presented a request to rezone approximately 273.71 acres located at the southwest corner or Citrus Road and Roosevelt Street currently zoned as Las Palmas Final Planned Area Development (PAD). Mr. Williams discussed the properties surrounding the project and the zoning history. Mr. Williams reviewed the applicant's proposal which included to replace the existing PAD with four land use districts. Mr. Williams also highlighted the modifications along with the project's amenities.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 6:44 p.m.

The Council discussed lot sizes, home products and connectivity between developments.

MOTION BY Councilmember Patrick Bray, **SECONDED BY Vice Mayor Brannon Hampton to 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. 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 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. 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

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

Project Management Coordinator Christine McMurdy presented a request to approve a one-year contract with First Transit to operate Goodyear's Pilot Microtransit service. Ms. McMurdy reviewed the program details that included ride zones, service times, fare prices and payment. Ms. McMurdy relayed that the program is expected to launch on November 14, 2022.

Ms. McMurdy provided information on other cities who provide or will provide microtransit services.

Council thanked Ms. McMurdy for her work on the project.

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Patrick Bray to 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. 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

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

Human Resources Director Lyman Locket presented a request to Amend Goodyear City Code Article 3-12 to recognize ambulance emergency medical technicians, paramedics, fire battalion chiefs and police lieutenants as eligible groups under the meet and discuss/meet and confer process respectively.

Council thanked Mr. Locket for bringing this item forward.

MOTION BY Councilmember Patrick Bray, SECONDED BY Councilmember Laura Kaino to 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. 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 Bill Stipp, SECONDED BY Councilmember Sheri Lauritano to 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. 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 an update on the crosswalk sign going in by the high school in Estrella, addressed speeding in the area and the street name change requested by the high school seniors.

City Manager Julie Karins provided an update on the Roundup Foodtruck Festival held on September 24 at the Goodyear Ballpark that drew in an estimated crowd of 15,000 people, which is the largest event held at the ballpark. Ms. Karins also invited the public to Goodyear Rocks being held at the Goodyear Recreation Campus on October 1.

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

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 7:24 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 26, 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

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

Monday, October 3, 2022	Immediately Following the Work Session	Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 6:17 p.m.

ROLL CALL

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

Absent: **Councilmember Patrick Bray**

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

MOTION BY Councilmember Bill Stipp, **SECONDED BY Vice Mayor Brannon Hampton to EXCUSE Councilmember Bray. The motion carried as follows:**

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

Passed - Unanimously

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL

COMMUNICATIONS

1. **DOMESTIC VIOLENCE AWARENESS PROCLAMATION**
Mayor Pizzillo will read a proclamation recognizing October as Domestic Violence Awareness Month.

After watching a brief video showing Goodyear City Hall in purple lights, Mayor Pizzillo read the proclamation declaring October as Domestic Violence Awareness Month. A representative from the New Life Center thanked the Council and city of Goodyear and commented that the Center served children and provided safe beds. Council thanked New Life for what they do for the community.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Wally Campbell, SECONDED BY Vice Mayor Brannon Hampton to APPROVE Consent Agenda Items 2 through 4. The motion carried as follows:

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

Passed - Unanimously

2. **APPROVAL OF MINUTES**

Recommendation
Approve the draft minutes from the Special Meeting held on September 26, 2022. (Darcie McCracken, City Clerk)

3. **2023 COUNCIL MEETING CALENDAR**

Recommendation
Approve the 2023 Council Meeting Calendar. (Darcie McCracken, City Clerk)

4. **APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

Recommendation
Approve budget amendments & related expenditure authority as outlined in the attached report. (Doug Sandstrom, Finance Director)

INFORMATION ITEMS

Council spoke about attending Goodyear Rocks and commented it was good to see the bands.

City Manager Julie Karins reported there were over 1,500 people in attendance at the 3rd Annual Goodyear Rocks. She thanked the Goodyear Arts and Culture Commission for connecting the community through music and the arts.

FUTURE MEETINGS

October 17, 2022	Work Session	5:00 p.m.
October 24, 2022	Work Session	5:00 p.m.
October 24, 2022	Regular Meeting	6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:25 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 October 3, 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

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

Monday, October 3, 2022	Immediately Following the Regular Meeting	**Meeting Minutes**

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 6:17 p.m.

ROLL CALL

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

Absent: **Councilmember Patrick Bray**

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

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Laura Kaino** to EXCUSE Councilmember Bray. The motion carried as follows:

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

Passed - Unanimously

BUSINESS

A VOTE MAY BE HELD TO CALL AN EXECUTIVE SESSION FOR THE FOLLOWING:

MOTION BY Councilmember Sheri Lauritano, **SECONDED BY Councilmember Bill Stipp** to CONVENE an Executive Session. The motion carried as follows:

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

Passed - Unanimously

1. Pursuant to A.R.S. §38-431.03(A)(3) and (4): Discussion and consultation for legal advice with City Attorney and City Manager to consider its position and instruct its representatives regarding labor negotiations.

2. Pursuant to A.R.S. §38-431.03(A)(3) and (4): Discussion and consultation with the City Attorney and City Manager to receive an update, to consider its position, and to provide instruction/direction to City Attorney and City Manager regarding City's position in connection with contractual negotiations associated with economic development opportunities.

The Council moved into Executive Session at 6:29 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 7:23 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 7:25 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 7:25 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 SPECIAL MEETING of the city of Goodyear, Arizona, held on October 3, 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: 10/24/2022
AI #:1146

CITY COUNCIL ACTION REPORT

SUBJECT: PERMANENT EXTENSION OF PREMISES/PATIO PERMIT FOR THE CANTINA AT PRESIDIO

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):
Julia Holland, Agent for CantaMia at Estrella Association.

SUMMARY

The applicant is requesting a permanent extension of premises/patio permit to add the existing grass area to the premise map which was not originally included.

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of a permanent extension of premises/patio permit request for liquor license #14073061, submitted by Julia Holland, Agent for CantaMia at Estrella Association, located at 17700 W. Star Point Dr., Bldg. B, Goodyear, AZ 85338. (Generally located Southwest corner of S. Estrella Pkwy and Tanglewood Dr.). (Darcie McCracken, City Clerk)

FISCAL IMPACT

Per the Goodyear Municipal User Fee Schedule, a liquor license fee is only charged for new liquor licenses and annual renewals. An extension of premises/patio permit application pertains to current liquor licenses; therefore, no fee is charged. This business will continue to contribute to the tax base of the community.

BACKGROUND AND PREVIOUS ACTIONS

The DLLC issued a Series 12 (Restaurant) liquor license to Cantina at Presidio on September 11, 2020. On July 11, 2022, Council approved a permanent extension of premise to include the existing pool in the site map.

The City Clerk's Office received the current application on September 27, 2022. The applicant proposes to extend the premises covered by the license to include the existing grass area next to the Community Center.

The Police Department, and the Development Services Department (Planning and Zoning, Code Compliance and Building Safety) reviewed the application. Any comments received appear below:

Department/Division	Comments
Police	None
Planning & Zoning	None
Code Compliance Nine	None
Building Safety	None

STAFF ANALYSIS

A liquor licensee is required to submit a formal request when they wish to change the physical arrangement of the licensed premises from the diagram on record at the DLLC.

There are no licensed childcare facilities or K-12 schools within 300 feet of the location.

Unlike other liquor license applications, an application for an extension of premises/patio permit must be submitted to the local governing board for approval before submitting to the DLLC. After local approval, the DLLC has 45 days to process the permanent change of premises.

The City Council's recommendation of action, denial or no recommendation will be forwarded to the DLLC for their consideration.

Attachments

Application

Original Boundary Site Plan

Site Plan

PERMANENT EXTENSION OF PREMISES/PATIO PERMIT

A non-refundable $50. fee will apply

DLLC USE ONLY
Job #:
Date Accepted:
CSR:

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

****Notice: Allow 30-45 days to process permanent change of premises****

License#: 14073061

Specific purpose for change: Expand service area to include event lawn.

1. Agent/Individual Name: Holland, Julia
   (Last / First / Middle)
2. Premises Name (Doing Business As-DBA): CantaMia at Estrella Association
3. Premises Location Address: 17700 W. Star Point Dr Bldg B Goodyear AZ 85338
   (Street / City / State / Zip Code)
4. Mailing address: 17700 W. Star Point Dr. Bldg B Goodyear, AZ 85338
   (Street / City / State / Zip Code)
5. Email Address: JHolland@aamaz.com
6. Business Phone Number: 623-327-1948 Contact Phone Number: 480-338-1391
7. Is extension of premises/patio complete?

   ☐ N/A ☑ Yes ☐ No If no, what is your estimated completion date? ____/____/____
8. Do you understand Arizona Liquor Laws and Regulations?

   ☑ Yes ☐ No
9. Does this extension bring your premises within 300 feet of a church or school?

   ☐ Yes ☑ No
10. Have you received approved Liquor Law Training?

    ☑ Yes ☐ No
11. What security precautions will be taken to prevent liquor violation s in the extended area? The same precautions as are currently in place will remain in place for this area.

Individuals requiring ADA accommodations please call (602)542-2999

12. ***IMPORTANT:*** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, ***if the extended area is not outlined and marked "extension" we cannot accept the application.***

BARRIER

☑ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

_____

_____

☐ Approval ☐ Disapproval by DLLC: _____

SIGNATURE

Declaration:

I, (Print Name) Julia Holland, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

_____
Signature

GOVERNING BOARD

After completion, and BEFORE submitting to the Department of Liquor, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ **Approval** ☐ **Disapproval**

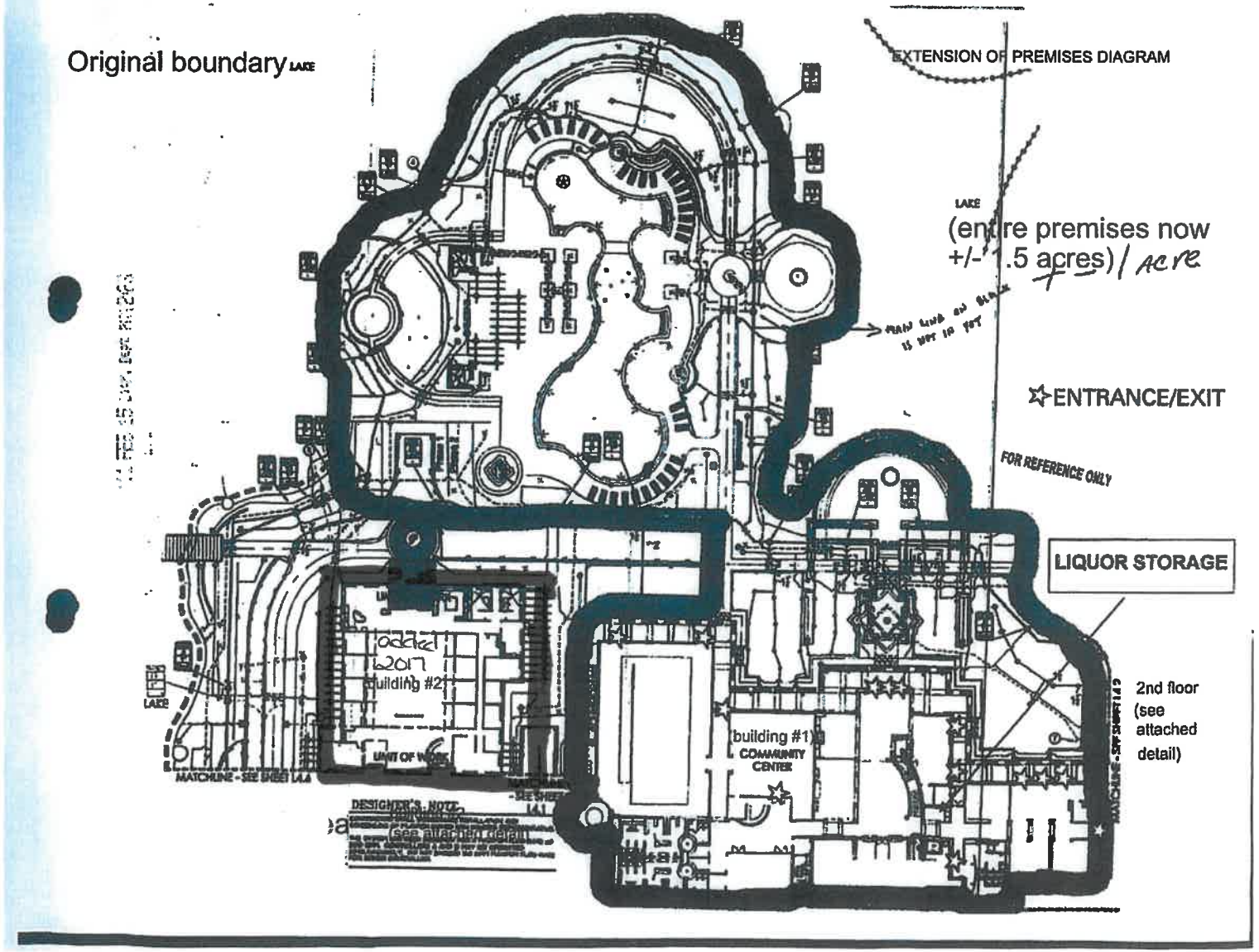
Authorized Signature	Title	Agency	Date

DLLC USE ONLY

Investigation Recommendation: ☐ **Approval** ☐ **Disapproval** by: _____ Date: ___/___/___

Director Signature required for Disapprovals: _____ Date: ___/___/____

Individuals requiring ADA accommodations please call (602)542-2999


Original boundary
EXTENSION OF PREMISES DIAGRAM
LAKE
(entire premises now
+/- 1.5 acres) / Acre
ENTRANCE/EXIT
FOR REFERENCE ONLY
LIQUOR STORAGE
2nd floor
(see
attached
detail)
building #2
building #1
COMMUNITY
CENTER
MATCHLINE - SEE SHEET LA1
DESIGNER'S NOTE
See attached detail


Expansion
Current Map
CantaMia at Estrella - Taylor Morrison

ITEM #: 3.
DATE: 10/24/2022
AI #:1089

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE EXPENDITURE UP TO $1,151,500 FOR THE PURCHASE AND INSTALLATION OF A REPLACEMENT EMERGENCY GENERATOR AT THE BOOSTER 11 PUMP STATION (PROJECT 60047)

STAFF PRESENTER(S): Todd Carpenter, Process Operations Manager; Stephen Scinto, Interim Deputy Public Works Director

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SUMMARY

Approval of an expenditure up to $1,151,500 for the purchase and installation of a replacement generator and controls at the Booster 11 Pump Station.

Recommendation

Approve expenditure of funds up to $1,151,500 to complete the project through the purchase and installation of a replacement generator and controls at the Booster 11 Pump Station. (Todd Carpenter, Process Operations Manager; Stephen Scinto, Interim Deputy Public Works Director)

FISCAL IMPACT

The Booster 11 Generator Replacement CIP Project (60047) was approved by Council in the Capital Improvement Plan with a project budget of $1,920,200 in Water operating funds. $351,446 has already been allocated for the design phase. We are currently requesting approval for $800,000 for the construction phase for replacing the generator, electrical gear, and controls at the Bullard Water Campus and Booster 11 Pump Station.

BACKGROUND AND PREVIOUS ACTIONS

Per City of Goodyear Resolution No. 2008-1255, all expenditures of budgeted funds in excess of $500,000 must obtain Council approval. The city has developed and approved a Capital Improvement Program for FY2023 through FY2027. The existing generator, electrical gear and controls are planned to be completed in FY2023 per this plan.

STAFF ANALYSIS

Per the approved CIP, the existing generator is to be replaced and electrical gear upsized so that the Bullard Water Campus and Booster 11 Pump Station can operate at full treatment and pumping capacities during power outages at those sites. These enhanced operational and equipment upgrades along with new controls will increase the reliability of the Bullard Water Campus. The Surface Water Treatment Plant has become the fulcrum of our water supply, but groundwater facilities like Bullard continue to play a crucial role in the delivery of water to our residents.

ITEM #: 4.
DATE: 10/24/2022
AI #:1114

CITY COUNCIL ACTION REPORT

SUBJECT: **EXPENDITURE AUTHORIZATION FOR DESIGN SERVICES ON RAINBOW VALLEY WRF PROJECTS 60077 and 60110, CREATION OF CIP PROJECT 60110 RAINBOW VALLEY WRF OPERATIONAL IMPROVEMENTS, AND AUTHORIZE RELATED BUDGET AMENDMENTS**

STAFF PRESENTER(S): Javier Setovich, Public Works Director; Lisa Melton, Senior Project Manager

SUMMARY

Design Build services have been procured for the operational enhancement and expansion of the Rainbow Valley Water Reclamation facility. Due to the need to segregate the developer funded portion from the city funded portion separate contracts will be issued to the Design Build Contractor for each project. All funding is currently included as part of the Rainbow Valley WRF Expansion project (60077).

Recommendation

Approve the creation of CIP project 60110 Rainbow Valley WRF Operational Improvements and related budget amendment of $1,875,000 and authorize expenditure of funds up to $650,000 for CIP Projects 60110 and 60077. (Javier Setovich, Public Works Director; Lisa Melton, Senior Project Manager).

FISCAL IMPACT

The Rainbow Valley WRF Expansion (60077) was approved in the FY2023 Capital Improvement Program with a total project budget of $29,875,000 including $3,900,000 in FY2023 for design. Project 60077 is funded utilizing $1,875,000 in wastewater operational funds and $28,000,000 in developer contributions to be reimbursed through impact fees. This action will create a new CIP project (60110) that clearly separates the operational improvements from the developer funded expansion project. From a total project basis, no additional funds are being allocated; however, project 60110 will include full funding of design and construction in FY2023.

	Current Budget	Changes	Amended Budget
Project 60077 - Rainbow Valley WRF Expansion	29,875,000	(1,875,000)	28,000,000
Project 60110 - Rainbow Valley WRF Operational Improvements	0	1,875,000	1,875,000

	29,875,000	0	29,875,000

BACKGROUND AND PREVIOUS ACTIONS

The Rainbow Valley WRF Expansion (60077) was approved in the FY2023 Capital Improvement Program to increase capacity for growth, address operational improvements and add redundancy. Funding sources included developer funding and wastewater operating funds. The new project (60110) will separate operating expenses from growth related expenses in order to clearly differentiate growth related elements of the project which are being funded by the developer from those that are operational in nature. The scope for the new project is focused on operational improvements to enhance operational efficiency with all funding coming from the Wastewater operating fund. Although these improvements may be completed in coordination with the developer funded expansion project; they will proceed regardless of the status of project 60077.

STAFF ANALYSIS

The current Rainbow Valley WRF is incurring challenges in the operation of the facility. Peak flows into the plant are causing concern due to existing under sizing of key basins in the facility. Establishing the new CIP project 60110 will separate operating expenses and improvements from growth related expenses allowing these operational challenges to be addressed concurrently or separately from project 60077.

ITEM #: 5.
DATE: 10/24/2022
AI #:1111

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF PARTICIPATION IN THE DRUG ENFORCEMENT AGENCY TASK FORCE AND THE EQUITABLE SHARING AGREEMENT AND CERTIFICATION ANNUAL AFFIDAVIT

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

SUMMARY

The Agreement with the Drug Enforcement Agency (DEA) allows the City of Goodyear Police Department to partner with the DEA for drug related investigations. As part of the task force, the Department participates in the DEA Equitable Sharing Program which is managed by the Money Laundering and Asset Recovery Station (MLARS). MLARS requires annual certification of the Equitable Sharing Agreement and Certification Affidavit prior to allocating asset forfeiture funding to the City of Goodyear.

To facilitate asset forfeiture, the Department is requesting approval of the Equitable Sharing Agreement and Certification Form affidavit.

Recommendation

Approve the Drug Enforcement Agency Task Force Agreement and Annual Certification Affidavit. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

Any officer assigned to this task force is currently covered by the police department's FY2023 budget. Per the agreement, the Department of Justice and DEA, subject to availability, will provide necessary funds and equipment to support the Goodyear officer assigned to the task force. Additionally, the DEA will reimburse officer overtime up to 25% in accordance with federal pay scale standards.

The City's participation in this task force qualifies the police department for the associated Equitable Sharing Program which allows the Department of Justice (DOJ) to allocate a portion of asset forfeitures to the City. These funds will be tracked within the existing Racketeering Influence and Corrupt Organizations Act (RICO) object codes.

BACKGROUND AND PREVIOUS ACTIONS

On December 6, 2021, Council approved the City of Goodyear Police Department to participate in the Drug Enforcement Administration (DEA) Task Force for the period of one year, ending September 30, 2022. This task force allows the Goodyear Police Department to provide one officer to assist with DEA with cases within the valley, including the City of Goodyear. If the participation in the task force results in a federal forfeiture, Department may file to receive a portion of the forfeiture.

In order to participate in the equitable sharing program, the Department must submit the Equitable Sharing Agreement and Certification (ESAC) form and affidavit to the Money Laundering and Asset Recovery Section (MLARS). Once this form has been reviewed and accepted, the Department is placed into compliance.

STAFF ANALYSIS

The City's participation in the DEA Task Force allows both the local and federal law enforcement agencies to share resources, intelligence information, expertise related to trafficking of narcotics and dangerous drugs in the State. The task force agreement allows the Goodyear Police Department to continue to participate in the task force.

The City's continued participation in the task force will also allow the City to participate in the Department of Justice Equitable Sharing Program and receive federal forfeiture funds if available. The City's participation Equitable Sharing Program requires the approval and execution of the DOJ Equitable Sharing Agreement and Certification which certifies the police department is in compliance with applicable nondiscrimination requirements. The Equitable Sharing Agreement also certifies that the police department will only use asset forfeiture funds for approved purposes which include support for law enforcement operations, equipment, investigations, training, and education.

The current task force agreement was signed by the City on December 6, 2021, with an expiration date of September 30, 2022. The new task force agreement expires on September 30, 2026, but may be terminated by either party with thirty days' advance written notice. Staff is seeking the execution of the DEA Task Force Agreement and authorize the Mayor and the City Manager or her designee to execute the associated Equitable Sharing Agreement and Certification Affidavit.

Attachments

DEA Agreement

DOJ Compliance Form

DOJ Equitable Sharing Agreement and Certification Affidavit

PROGRAM - FUNDED
STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this **1st day of October 2022**, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the **Goodyear Police Department, ORI#AZ0071500** (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the state of Arizona area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Arizona, the parties hereto agree to the following:

1. The **Phoenix Task Force** will perform the activities and duties described below:
    a. disrupt the illicit drug traffic in the Arizona area by immobilizing targeted violators and trafficking organizations;
    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the state of Arizona.
2. To accomplish the objectives of the Phoenix Task Force, the parent agency agrees to detail **one (1)** experienced officer to the Phoenix Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The parent agency officers assigned to the task force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
4. The parent agency officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC § 878.
5. To accomplish the objectives of the Phoenix Task Force, DEA will assign five (5) special agents to the task force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned task force officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA special agents and parent agency officers assigned to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Phoenix Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the task force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. ***Note: Task Force Officer's overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.***
7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, *Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on 30 days' advance written notice. DEA's support to the task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Cheri A. Oz, Special Agent in Charge
Phoenix Field Division

Date

For the Goodyear Police Department:

Julie Karins, City Manager
City of Goodyear

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Offices

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Goodyear Police Department
14455 W. Van Buren Street/11 N. 145th Avenue
Goodyear, AZ 85338

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Julie Karins, City Manager

5. Signature

6. Date

OMB Number 1123-0011
Expires: December 31, 2024

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: AZ0071500
Agency Name: Goodyear Police Department **Type:** Police Department
Mailing Address: 14455 W Van Buren Street
E-101
Goodyear, AZ 85338

Agency Finance Contact
Name: Archuleta, Jessica
Phone: 623-882-7882 **Email:** jessica.archuleta@goodyearaz.gov

Jurisdiction Finance Contact
Name: Sandstrom, Doug
Phone: 623-882-7898 **Email:** doug.sandstrom@goodyearaz.gov

ESAC Preparer
Name: Archuleta, Jessica
Phone: 623-882-7882 **Email:** jessica.archuleta@goodyearaz.gov

FY End Date: 06/30/2022 **Agency FY 2023 Budget:** $37,078,000.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$0.00	$0.00
2	Equitable Sharing Funds Received	$25,832.62	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$25,832.62	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$25,832.62	$0.00

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$0.00	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$0.00	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: R. McKay Hall
Company: Hinton Burdick
Phone: 888-566-1277 Ext 272 **Email:** mhall@hintonburdick.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES [X] NO [ ] THRESHOLD NOT MET [ ]

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 915198

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Karins, Julie
Title: City Manager
Email: julie.karins@goodyearaz.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Joe Pizzillo
Title: Mayor
Email: joe.pizzillo@goodyearaz.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

ITEM #: 6.
DATE: 10/24/2022
AI #:1118

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT FOR ESTRELLA COMMONS DISTRICT

STAFF PRESENTER(S): Marty Crossland, Interim Deputy Director of Development Engineering

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OTHER PRESENTER(S):
Allison Reis, Evergreen

SUMMARY

A Final Plat subdividing approximately 24 acres into 6 lots at the northeast corner of Estrella Parkway and Roosevelt Street

Recommendation

Approve the Final Plat of Estrella Commons District attached hereto, subject to stipulations. (Marty Crossland, Interim Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;
2. Prior to recordation of the final plat, Owner shall submit a current title report for the Property and shall modify this plat to reflect the current ownership and current lender including on the final plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the property being platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this final plat is authorized to do so; and
3. Prior to recordation of the final plat, a Public Utility and Sidewalk Easement within the property owned by Cyrene at Estrella HOA adjacent to the southside of Roosevelt Street in the location required by the City Engineer or his designee and in a form approved by the City Attorney or his designee shall be conveyed to the City and recorded in the official records of the Maricopa County Recorder; and
4. Prior to recordation of the final plat, additional property owned by Cyrene at Estrella HOA adjacent to the southside of Roosevelt Street shall be conveyed to the City for right-of-way by the Special Warranty Deed approved by separate action and the Special Warranty Deed conveying such right-of-way shall be recorded in the official records of the Maricopa County Recorder; and
5. Prior to recordation of the final plat, a Public Utility and Sidewalk Easement within the

property owned by Aldi Arizona L.L.C. adjacent to the southside of Roosevelt Street in the location required by the City Engineer or his designee and in a form approved by the City Attorney shall be conveyed to the City and recorded in the official records of the Maricopa County Recorder; and

6. Prior to recordation of the final plat, additional property owned by the Aldi Arizona L.L.C. adjacent to the southside of Roosevelt Street shall be conveyed to the City for right-of-way by the Special Warranty Deed approved by separate action and the Special Warranty Deed conveying such right-of-way shall be recorded in the official records of the Maricopa County Recorder; and
7. Owner shall construct all on-site and off-site infrastructure improvements required: (i) for the City to provide utility services to the Property; (ii) by applicable Development Regulations, including by way of example, the City of Goodyear subdivision regulations, the City of Goodyear Engineering Design Standards and Policies, and all adopted Building codes; (iii) identified in the NEC Estrella Parkway and Roosevelt Street, Goodyear, Arizona – Traffic Impact Statement; approved by the City Engineer or his designee on 12/9/2021, a copy of which is on file with city; and (iv) required by any of the stipulations set forth in Ordinance 2021-1509; and
8. Owner shall dedicate or cause the dedication, at no cost to the City, all easements and right-of-way needed for construction of all on-site and/or offsite infrastructure Owner is required to construct pursuant to stipulation 7 above. The conveyances required herein shall be lien free and free of all encumbrances except as agreed to by the City Engineer or his designee.
9. Owner/Developer shall construct, at no cost to the City, the remainder of the full half-street improvements required for a Scenic Arterial as set forth in the Engineering Design Standards and Policies Manual in effect at the time of construction for the section of Estrella Parkway along the western boundary of the Property. This includes, but is not limited to removing the temporary pavement that was installed for the third lane of the east side of Estrella Parkway, and installing pavement for a third lane of the east side of Estrella Parkway, decel lanes, bus bays, bike lanes, curb, gutter, sidewalks, street frontage landscape and landscape irrigation that complies with the requirements set forth in the Engineering Design Standards and Policies Manual (the "Estrella Parkway Improvements"). The Estrella Parkway Improvement s shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy, or Certificate of Occupancy, for any structure within the Property.

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 property is currently zoned MF-24 and C-2 under the Estrella Commons District Planned Area Development (PAD) Overlay, which was approved by City Council on July 19, 2021 by Ordinance No. 2021-1509. This final plat is proposing the subdivision of six lots which does not require a Preliminary Plat per the City’s Subdivision Regulations, which is required when a subdivision of more than 10 lots is proposed.

STAFF ANALYSIS

The Final Plat is consistent with the technical requirements of the city's subdivision regulations and engineering standards. The Final Plat is consistent with the land use and development standards approved in the C-2 and MF-24 Zoning Districts as modified by the Estrella Commons District PAD Overlay for the Property. It provides for the orderly development of the property by identifying the required infrastructure needed to serve the development and the proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area.

Attachments

Final Plat for Estrella Commons District

Aerial Photo

FINAL PLAT
ESTRELLA COMMONS DISTRICT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, AS OWNERS, HAS SUBDIVIDED UNDER THE NAME OF ESTRELLA COMMONS DISTRICT, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH ON SAID PLAT.

THAT EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOTS 1–5 (INCLUSIVE) REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR A NON–EXCLUSIVE ACCESS EASEMENT ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN LOTS 1 THROUGH 5 (INCLUSIVE) DESIGNATED AS "E.A. DEDICATED HEREON" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE ACCESS EASEMENT AREAS). THE ACCESS EASEMENT DEDICATED HEREIN ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, (II), PROVIDE ACCESS FOR GOVERNMENT SERVICE PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO PROVIDE GOVERNMENTAL SERVICES; AND (III) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY AND GOVERNMENT SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE EMERGENCY ACCESS EASEMENT AREAS IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS (THE "EMERGENCY ACCESS ROAD"). OWNER SHALL MAINTAIN, THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS ROAD AS NEEDED TO HAVE AN EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE ACCESS EASEMENT AREAS.

THAT ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, AS OWNER OF LOT 6 REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR A NON–EXCLUSIVE ACCESS EASEMENT ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN LOTS 6 DESIGNATED AS "E.A. DEDICATED HEREON" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE ACCESS EASEMENT AREAS). THE ACCESS EASEMENT DEDICATED HEREIN ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, (II), PROVIDE ACCESS FOR GOVERNMENT SERVICE PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO PROVIDE GOVERNMENTAL SERVICES; AND (III) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY AND GOVERNMENT SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE EMERGENCY ACCESS EASEMENT AREAS IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS (THE "EMERGENCY ACCESS ROAD"). OWNER SHALL MAINTAIN, THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS ROAD AS NEEDED TO HAVE AN EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE ACCESS EASEMENT AREAS.

THAT EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOTS 3 AND 4 REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") A NON–EXCLUSIVE DRAINAGE EASEMENT ON, OVER, ACROSS AND UNDER ALL AREAS WITHIN LOTS 3 AND 4 DESIGNATED AS "DE DEDICATED HEREON" AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM–WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PREMISES DESCRIBED HEREIN APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNER, AT OWNER'S EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF LOTS 3 AND 4.

THAT EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOTS 1, 2, AND 3 REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, A WATER METER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN LOTS 1, 2 AND 3 DESIGNATED AS "WE DEDICATED HEREON" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER METER EASEMENT AREAS"). THE WATER METER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REPAIRING, REMOVING, AND/OR REPLACING WATER METERS, APPURTENANCES, AND UNDERGROUND WATER LINES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER METER FACILITIES") WITHIN, UPON, OVER, ACROSS, ABOVE AND UNDER THE WATER METER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER METER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER METER EASEMENT AREAS. THE WATER METER EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER METER EASEMENT AREAS.

THAT ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, AS OWNER OF LOT 6 REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, A WATER METER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN LOT 6 DESIGNATED AS "WE DEDICATED HEREON" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER METER EASEMENT AREAS"). THE WATER METER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REPAIRING, REMOVING, AND/OR REPLACING WATER METERS, APPURTENANCES, AND UNDERGROUND WATER LINES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER METER FACILITIES") WITHIN, UPON, OVER, ACROSS, ABOVE AND UNDER THE WATER METER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER METER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER METER EASEMENT AREAS. THE WATER METER EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER METER EASEMENT AREAS.

THAT EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOT 1 REFLECTED HEREIN HEREBY DEDICATES TO THE CITY OF GOODYEAR SIDEWALK EASEMENTS ON, OVER AN ACROSS THOSE AREAS IN THIS FINAL PLAT IDENTIFIED AS "SIDEWALK EASEMENT DEDICATED HEREON" AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("SIDEWALK EASEMENT AREAS"). SUCH SIDEWALK EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC SIDEWALKS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE SIDEWALK EASEMENT AREAS. THE SIDEWALK EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE SIDEWALK EASEMENT AREAS.

THAT ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, AS OWNER OF LOT 6 REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR SIDEWALK EASEMENTS ON, OVER AN ACROSS THOSE AREAS IN THIS FINAL PLAT IDENTIFIED AS SIDEWALK EASEMENTS AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("SIDEWALK EASEMENT AREAS"). SUCH SIDEWALK EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC SIDEWALKS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE SIDEWALK EASEMENT AREAS. THE SIDEWALK EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE SIDEWALK EASEMENT AREAS.

DEDICATION CONTINUED

IN WITNESS WHEREOF:

EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, AS OWNERS, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
(OWNER OF LOTS 1–5)

BY: EVERGREEN DEVELOPMENT COMPANY–2006, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: EVERGREEN DEVCO, INC., A CALIFORNIA CORPORATION
ITS: MANAGER

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ___ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED _____, AS _____ OF EVERGREEN DEVCO, A CALIFORNIA CORPORATION, AS MANAGER OF EVERGREEN DEVELOPMENT COMPANY–2006, AN ARIZONA LIMITED LIABILITY COMPANY THE MANAGER OF EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHOSE IDENTITY WAS PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE DOCUMENT AND WHO ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY ON BEHALF OF EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
(OWNERS OF LOT 6)

BY: INVESTMENT DEVELOPMENT MANAGEMENT, LLC A WASHINGTON LLC
ITS: MANAGER

BY: _____
JEFFREY S. GORDON
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ___ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED JEFFREY S. GORDON KNOWN BY ME TO BE THE MANAGER OF INVESTMENT DEVELOPMENT MANAGEMENT, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, AND THAT HE EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AS MANAGER OF ACERO CANYON TRAILS, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

TERRI S. PEDIGO, (OWNER OF LOT 6)

BY: JEFFREY S. GORDON
AGENT BY POWER OF ATTORNEY

_____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON _____, 2022 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JEFFREY S. GORDON, AS AGENT OF TERRI S. PEDIGO PURSUANT TO THAT CERTAIN RECORDED POWER OF ATTORNEY DATED _____ AND RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY AT INSTRUMENT NO. _____, WHO IS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO WITHIN THIS INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY ON BEHALF OF TERRI S. PEDIGO.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

RICK R. PEDIGO, (OWNER OF LOT 6)

BY: JEFFREY S. GORDON
AGENT BY POWER OF ATTORNEY

_____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON _____, 2022 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JEFFREY S. GORDON, AS AGENT OF RICK R. PEDIGO PURSUANT TO THAT CERTAIN RECORDED POWER OF ATTORNEY DATED _____ AND RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY AT INSTRUMENT NO. _____, WHO IS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO WITHIN THIS INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY ON BEHALF OF TERRI S. PEDIGO.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

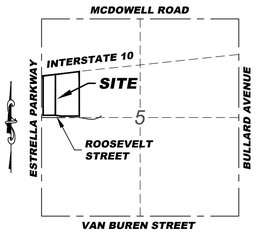
OWNER'S

EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
2390 EAST CAMELBACK RD., SUITE 410
PHOENIX, ARIZONA 85016
PHONE: (602) 808–8600
CONTACT: ALLISON REIS

ACERO CANYON TRAILS, LLC AN ARIZONA LIMITED LIABILITY COMPANY
/RICK R. PEDIGO AND TERRI S. PEDIGO HUSBAND AND WIFE
6720 N. SCOTTSDALE ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85253
PHONE: (480) 353–8002
CONTACT: DANIEL PEREZ

AREA

LOT 1: ±82,277 SQUARE FEET OR 1.889 ACRES
LOT 2: ±73,210 SQUARE FEET OR 1.681 ACRES
LOT 3: ±72,438 SQUARE FEET OR 1.663 ACRES
LOT 4: ±36,644 SQUARE FEET OR 0.841 ACRES
LOT 5: ±44,504 SQUARE FEET OR 1.022 ACRES
LOT 6: ±726,524 SQUARE FEET OR 16.679 ACRES
LOTS 1–6: ±1,035,597 SQUARE FEET OR 23.775 ACRES (NET)



VICINITY MAP

N.T.S.

LENDER CONSENT AND SUBORDINATION

THE UNDERSIGNED, AS BENEFICIARY UNDER A CERTAIN CONSTRUCTION DEED OF TRUST DATED AS OF DECEMBER 29, 2021 BY ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, COLLECTIVELY, AS TRUSTOR, RECORDED ON DECEMBER 29, 2021 AS INSTRUMENT NO. 20211378863, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AS AMENDED, ENCUMBERING A PORTION OF THE PROPERTY, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS SUBDIVISION PLAT AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING DEDICATED AND SHALL NOT, IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDERS CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: _____
LUCILLE RAY
VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20___, BY LUCILLE RAY AS VICE PRESIDENT OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION.

_____
NOTARY PUBLIC

LENDER CONSENT AND SUBORDINATION

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN CONSTRUCTION DEED OF TRUST DATED _____ BY EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AS TRUSTOR, RECORDED ON _____ AS INSTRUMENT NO. _____, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, ENCUMBERING A PORTION OF THE PROPERTY, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS SUBDIVISION PLAT AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING DEDICATED AND SHALL NOT, IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDERS CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

PNC BANK, NATIONAL ASSOCIATION

BY: _____
CHAD MANTEI, SENIOR VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY CHAD MANTEI, A SENIOR VICE PRESIDENT OF PNC BANK, NATIONAL ASSOCIATION.

_____
NOTARY PUBLIC

FINAL PLAT APPROVAL

APPROVED BY THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2022.

BY: _____
MAYOR: JOE PIZZILLO

BY: _____
CITY CLERK: DARCIE McCRACKEN

APPROVED BY: _____ _____
DEPUTY DIRECTOR OF ENGINEERING: STEVEN SCINTO DATE

CERTIFICATION

I, JARED HANSMANN HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

9-23-22
JARED HANSMANN, RLS #60697 DATE
22425 N. 16TH STREET, SUITE 1
PHOENIX, ARIZONA 85024
PHONE: 480–922–0780
JHANSMANN@RICKENGINEERING.COM

SEE SHEET 2 OF 3 FOR CERTIFICATE OF ASSURED WATER SUPPLY, UTILITY PROVIDERS, ZONING, FLOOD ZONE & BASIS OF BEARING NOTES.

SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION & GENERAL NOTES.

OPTIMUS
CIVIL DESIGN GROUP
4450 E. COTTON CENTER BLVD.
SUITE 272
PHOENIX, AZ 85040
PH: (602) 286-9300 FAX: (602) 286-9400

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
60897
JARED
HANSMANN
9-23-22
DATE SIGNED
ARIZONA U.S.A.

SURVEY INNOVATION GROUP, INC.
Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024

N.T.S.
SCALE:
DSR
JH
DATE: 9/23/2022
DRAWN BY:
CHECKED BY:

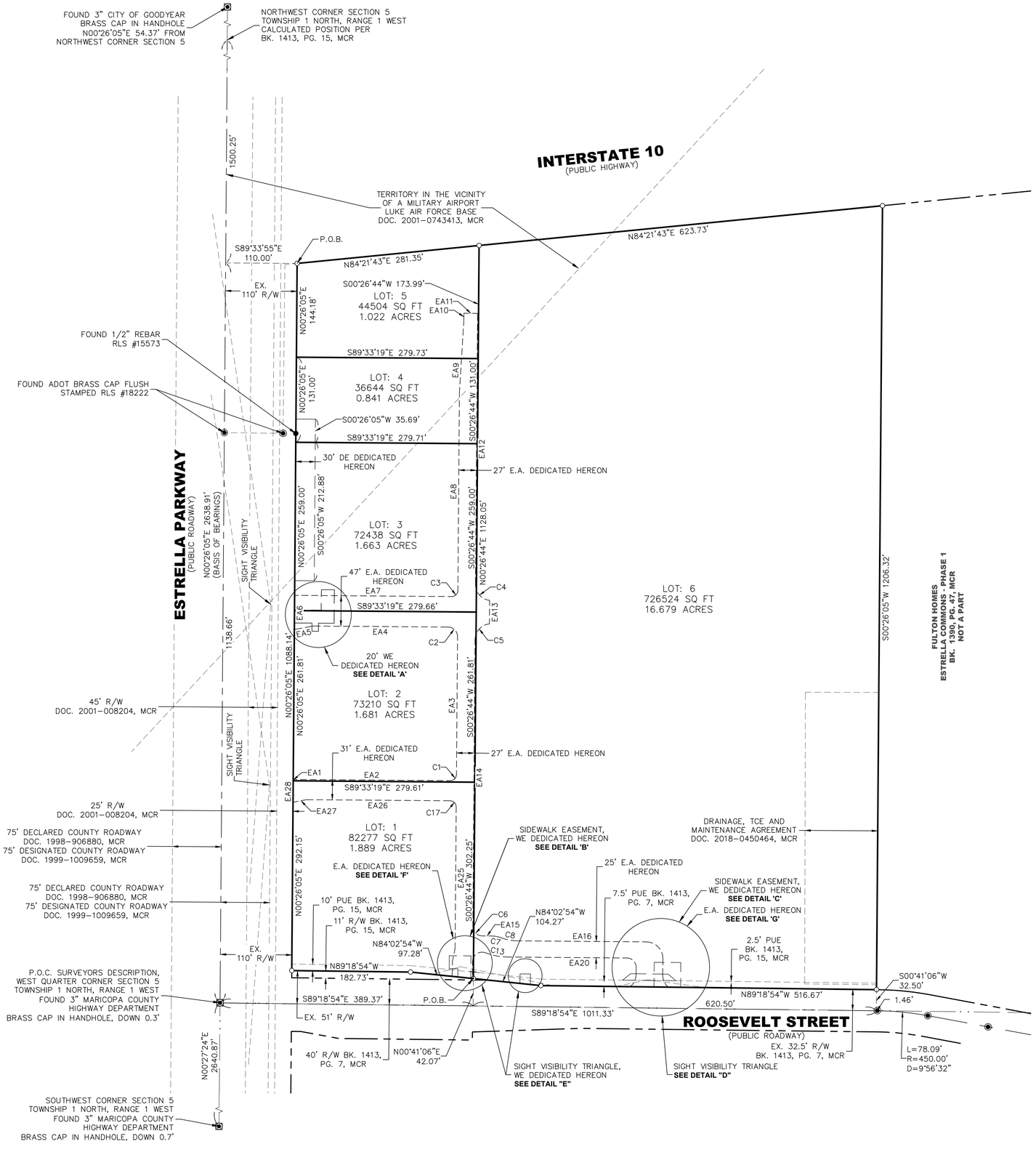
SIG
A RICK ENGINEERING COMPANY

FINAL PLAT
ESTRELLA COMMONS DISTRICT
GOODYEAR, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PROJECT NO.
5712
SHEET NO. 1 OF 3

C:\RICK\Projects\P05500\5712_SEC_1-10_&_EstrellaPkwy\Survey\P5712 PLAT.dwg – © 2022 Rick Engineering Company



80 0 80 160
SCALE FEET

LEGEND

◙	FOUND BRASS CAP IN HANDHOLE
◉	FOUND BRASS CAP FLUSH
●	FOUND 1/2" REBAR
○	SET 1/2" REBAR, RLS #60697
C.O.G.	CITY OF GOODYEAR
DOC.	DOCUMENT
R/W	RIGHT OF WAY
(R)	RECORDED DEED DIMENSIONS
(M)	MEASURED DIMENSIONS
WE	WATERLINE EASEMENT
DE	DRAINAGE EASEMENT
E.A.	EMERGENCY ACCESS EASEMENT

PROPERTY LINE
ADJACENT PROPERTY LINE
CENTER LINE
EASEMENT LINE

CERTIFICATE OF ASSURED WATER SUPPLY:

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARIZONA REVISED STATUTE SECTION 45-576.

UTILITY PROVIDERS

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURY LINK
NATURAL GAS	SOUTHWEST GAS
CABLE TV	COX

ZONING

ZONE: C-2 AND MF-24 WITH PAD OVERLAY

FLOOD ZONE

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C2135 L, DATED OCTOBER 16, 2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".
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 1% ANNUAL CHANCE FLOOD.

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 5 AS SHOWN IN BOOK 1413, PAGE 15 MARICOPA COUNTY RECORDS. SAID LINE BEARS NORTH 00 DEGREES 26 MINUTES 05 SECONDS EAST.

OPTIMUS
CIVIL DESIGN GROUP
4650 E. COTTON CENTER BLVD.
SUITE 170
PHOENIX, AZ. 85040
PH: (602) 286-9300 FAX: (602) 286-9400

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
60897
JARED
HANSMANN
DATE SIGNED
9-23-22
ARIZONA U.S.A.

SURVEY INNOVATION GROUP, INC.
Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024

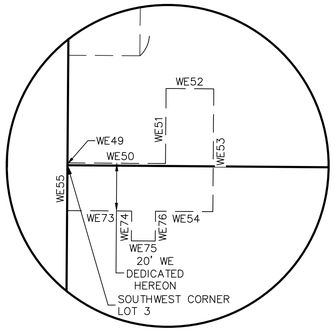
SIG
A RICK ENGINEERING COMPANY

DRAWN BY:	DSR	SCALE:	1"= 80'
CHECKED BY:	JH	DATE:	9/23/2022

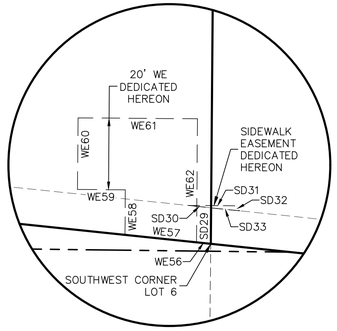
FINAL PLAT
ESTRELLA COMMONS DISTRICT
GOODYEAR, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

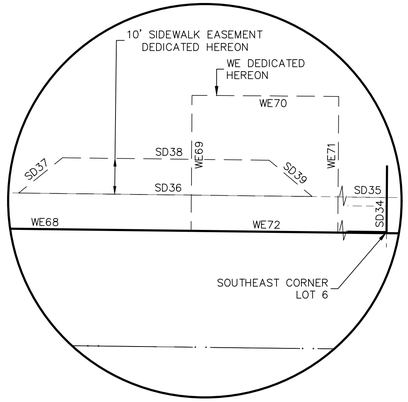
PROJECT NO.
5712
SHEET NO. 2 OF 3



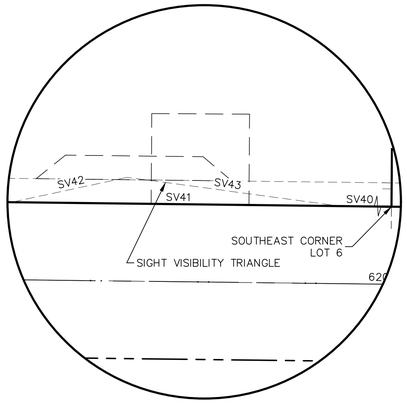
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N.T.S



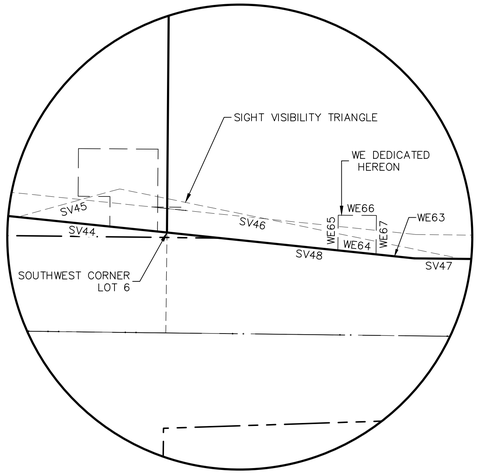
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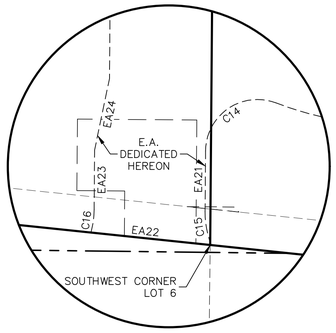
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N.T.S



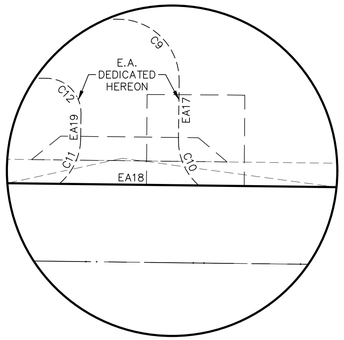
DETAIL 'D'
N.T.S



DETAIL 'E'
N.T.S



DETAIL 'F'
N.T.S



DETAIL 'G'
N.T.S

LEGEND

◙	FOUND BRASS CAP IN HANDHOLE
◉	FOUND BRASS CAP FLUSH
●	FOUND 1/2" REBAR
○	SET 1/2" REBAR, RLS #60697
C.O.G.	CITY OF GOODYEAR
DOC.	DOCUMENT
R/W	RIGHT OF WAY
(R)	RECORDED DEED DIMENSIONS
(M)	MEASURED DIMENSIONS
WE	WATERLINE EASEMENT
DE	DRAINAGE EASEMENT
E.A.	EMERGENCY ACCESS EASEMENT

PROPERTY LINE
ADJACENT PROPERTY LINE
CENTER LINE
EASEMENT LINE

LEGAL DESCRIPTION

A PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;
THENCE NORTH 00 DEGREES 26 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 1,138.66 FEET;
THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 5, SOUTH 89 DEGREES 33 MINUTES 55 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ESTRELLA PARKWAY AND THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10 AND THE POINT OF BEGINNING;
THENCE NORTH 84 DEGREES 21 MINUTES 43 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, A DISTANCE OF 281.35 FEET;
THENCE DEPARTING THE SAID SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, SOUTH 00 DEGREES 26 MINUTES 44 SECONDS WEST, A DISTANCE OF 1,128.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET;
THENCE NORTH 84 DEGREES 02 MINUTES 54 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET, A DISTANCE OF 97.28 FEET;
THENCE NORTH 89 DEGREES 18 MINUTES 54 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET, A DISTANCE OF 182.73 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ESTRELLA PARKWAY;
THENCE NORTH 00 DEGREES 26 MINUTES 05 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF ESTRELLA PARKWAY, A DISTANCE OF 1,088.14 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH;

A PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;
THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 389.37 FEET;
THENCE DEPARTING SAID SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 5, NORTH 00 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 42.07 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET AND THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 26 MINUTES 44 SECONDS EAST, A DISTANCE OF 1,128.05 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10;
THENCE NORTH 84 DEGREES 21 MINUTES 43 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, A DISTANCE OF 623.73 FEET;
THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, SOUTH 00 DEGREES 26 MINUTES 05 SECONDS WEST, A DISTANCE OF 1,206.32 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET;
THENCE NORTH 89 DEGREES 18 MINUTES 54 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET, A DISTANCE OF 516.67 FEET;
THENCE NORTH 84 DEGREES 02 MINUTES 54 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET, A DISTANCE OF 104.27 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

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

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

C. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOE OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

D. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
   D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

E. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
   D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
   E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   F. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL

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

G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

H. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.

I. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.

K. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).

L. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½"REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

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

N. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES.

P. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF THIS SUBDIVISION, SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.

Q. ALL ONSITE CROSS-ACCESS, PARKING, WATER LINES, SEWER LINES, WILL BE THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, AS RECORDED IN DOCUMENT NO.: 2021-1116307, DOCUMENT NO. 2021-1116308.

LINE TABLE		
LINE	DIRECTION	LENGTH
EA1	N00°26'05"E	2.03'
EA2	S89°33'55"E	241.61'
EA3	N00°26'41"E	212.23'
EA4	N89°33'19"W	208.11'
EA5	S79°08'05"W	29.10'
EA6	N00°26'05"E	52.71'
EA7	S89°33'19"E	241.66'
EA8	N00°26'41"E	304.65'
EA9	N03°32'10"E	110.98'
EA10	N00°31'39"E	11.03'
EA11	S89°33'19"E	21.00'
EA12	S00°26'41"W	417.01'
EA13	S00°26'40"W	36.27'
EA14	S00°26'41"W	441.28'
EA15	S89°33'06"E	15.00'
EA16	S89°33'21"E	197.80'
EA17	S00°41'06"W	24.76'
EA18	N89°18'54"W	58.50'
EA19	N00°41'06"E	10.64'
EA20	N89°33'21"W	182.74'

LINE TABLE		
LINE	DIRECTION	LENGTH
EA21	S00°26'40"W	16.95'
EA22	N84°02'54"W	33.82'
EA23	N00°26'40"E	16.66'
EA24	N11°45'16"E	20.39'
EA25	N00°26'41"E	217.51'
EA26	N89°33'55"W	220.88'
EA27	S79°07'29"W	21.13'
EA28	N00°26'05"E	33.11'
SD29	N00°26'44"E	10.05'
SD30	N84°02'54"W	6.51'
SD31	S89°33'20"E	13.05'
SD32	S44°26'07"E	1.96'
SD33	N84°02'54"W	8.00'
SD34	N00°29'49"E	10.00'
SD35	N89°18'54"W	308.74'
SD36	N89°18'54"W	82.00'
SD37	N51°12'45"E	15.73'
SD38	S89°18'54"E	57.72'
SD39	S49°50'33"E	15.73'
SV40	N89°18'54"W	263.19'

LINE TABLE		
LINE	DIRECTION	LENGTH
SV41	N89°18'54"W	137.65'
SV42	N77°49'08"E	49.40'
SV43	S82°18'27"E	90.17'
SV44	N84°02'54"W	62.79'
SV45	N74°32'37"E	44.19'
SV46	S78°26'13"E	146.36'
SV47	N89°18'54"W	19.83'
SV48	N84°02'54"W	104.27'
WE49	N00°26'05"E	1.00'
WE50	S89°33'16"E	41.06'
WE51	N00°26'41"E	31.50'
WE52	S89°33'16"E	20.00'
WE53	S00°26'41"W	51.50'
WE54	N89°33'16"W	24.02'
WE55	N00°26'05"E	19.00'
WE56	N84°02'54"W	4.02'
WE57	N84°02'54"W	20.09'
WE58	N00°26'41"E	12.59'
WE59	N89°33'19"W	13.36'
WE60	N00°26'41"E	20.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
WE61	S89°33'19"E	33.36'
WE62	S00°26'41"W	34.52'
WE63	N84°02'54"W	16.17'
WE64	N84°02'54"W	16.07'
WE65	N00°26'52"E	14.75'
WE66	S89°33'08"E	16.00'
WE67	S00°26'52"W	16.30'
WE68	S89°18'54"E	174.19'
WE69	N00°24'18"E	37.87'
WE70	S89°35'42"E	41.00'
WE71	S00°24'18"W	38.07'
WE72	N89°18'54"W	41.00'
WE73	N89°33'16"W	27.03'
WE74	N00°26'44"E	12.50'
WE75	N89°33'19"W	10.00'
WE76	S00°26'44"W	12.50'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	89°59'24"	9.50'	14.92'	N45°26'23"E 13.43'
C2	90°00'00"	14.50'	22.78'	N44°33'19"W 20.51'
C3	90°00'00"	9.50'	14.92'	N45°26'41"E 13.44'
C4	83°58'29"	24.50'	35.91'	S41°32'34"E 32.78'
C5	83°58'30"	24.50'	35.91'	S42°25'56"W 32.78'
C6	89°59'47"	14.50'	22.78'	S44°33'13"E 20.51'
C7	20°22'46"	39.50'	14.05'	S79°21'43"E 13.98'
C8	20°23'00"	75.50'	26.86'	S79°21'50"E 26.72'
C9	90°14'27"	25.50'	40.16'	S44°26'07"E 36.14'
C10	49°27'51"	25.00'	21.58'	S24°02'50"E 20.92'
C11	49°27'51"	25.00'	21.58'	N25°25'02"E 20.92'
C12	90°14'27"	14.50'	22.84'	N44°26'07"W 20.55'
C13	20°23'06"	100.50'	35.76'	N79°21'48"W 35.57'
C14	110°23'01"	14.50'	27.94'	S55°38'15"W 23.81'
C15	21°59'28"	25.00'	9.60'	S10°33'04"E 9.54'
C16	14°57'52"	25.00'	6.53'	N07°55'37"E 6.51'
C17	90°00'36"	9.50'	14.92'	N44°33'37"W 13.44'

OPTIMUS
CIVIL DESIGN GROUP
4450 E. COTTON CENTER BLVD.
SUITE 272
PHOENIX, AZ. 85040
PH: (602) 286-9300 FAX: (602) 286-9400

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
60897
JARED
HANSMANN
9-23-22
DATE SIGNED
ARIZONA U.S.A.

SURVEY INNOVATION GROUP, INC.
Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024

SIG
A RICK ENGINEERING COMPANY

DRAWN BY:	DSR	SCALE: NTS
CHECKED BY:	JH	DATE: 9/23/2022

FINAL PLAT
ESTRELLA COMMONS DISTRICT
GOODYEAR, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PROJECT NO.
5712
SHEET NO. 3 OF 3

City of Goodyear

Estrella Commons District



0 0.01 0.02 0.04 0.06 0.08 0.1 0.12 0.14 0.16 mi

Author:

Date Created: 9/28/2022

Data Source: City of Goodyear

When receiving and using GIS data, the user agrees and acknowledges the following: The City of Goodyear provides geospatial digital data on an "as is" and "as available" basis. The City makes no representations or warranties of any kind, express or implied with respect to the data. The City is not liable for geospatial digital data errors, inaccuracies or omissions and shall be held harmless from and against all damage, loss or liability arising from any use or the results obtained from its use.

ITEM #: 7.
DATE: 10/24/2022
AI #:1120

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

SUMMARY

Approve FY2023 budget amendment utilizing one-time City Manager contingencies.

Recommendation

Approve budget amendment utilizing one-time City Manager contingencies. (Doug Sandstrom, Finance Director)

FISCAL IMPACT

Fiscal impacts are outlined in the attached report. The citywide budget total remains unchanged within the Adopted State Expenditure Limitation Budget. City Manager's One-Time Contingencies are programmed in the FY2023 budget in the amount of $350,000. This is the first use of this account in FY2023, upon approval of the $67,500 amendment this contingency account will have a remaining balance of $282,500.

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented, as necessary throughout the year. The FY2023 expenditure limitation budget was adopted on June 06, 2022.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2020-2039.Review of budget transfers keeps the Council and general public informed about the city's current fiscal year revenues and expenditures.

Attachments

Budget Amendment Report

City Council - Budget Amendments Report - FY2023

Council Agenda Date: 10/24/2022

Date	Transfer Journal No.	Reason Needed	Transfer Amount	Ultimate Fund(s) Affected; Explanation	New Resource/ Revenue	No Ultimate Funding Change	General	Water Operating	Wastewater Operating	Other Operating Funds	Other Capital Funds
10/6/2022	2023-4-3	Request is for authorization of "one-time" funding for the next 5yrs (FY23-FY27). Goodyear will be billed once per year for the next 5yrs by ADOR for our proportionate share to help fund their new Integrated Tax System Modernization Project. The amount will fluctuate year to year but is expected to be inline with the FY23 amount billed - Total anticipated cost to the City is approximately $350,000. Actual annual amount will not be known until September each year. Funding will be budgeted, paid, and tracked as part of the Finance one-time budget. This authorization will enhance tracking of known expenses in subsequent budget years until the time our obligation to ADOR is paid in full.	$67,500	General			$67,500				

ITEM #: 8.
DATE: 10/24/2022
AI #:1125

CITY COUNCIL ACTION REPORT

SUBJECT: CHANGING STREET NAME OF RUSTLER ROAD ALIGNMENT EAST OF ESTRELLA PARKWAY AT INTERSECTION OF ESTRELLA PARKWAY AND PRIVATE DRIVE/ROAD BETWEEN FOOTHILLS COMMUNITY PARK AND ESTRELLA FOOTHILLS HIGH SCHOOL TO WOLFPACK WAY

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

SUMMARY

The Estrella Foothills High School Class of 2022 has requested the Rustler Road Alignment located east of Estrella Parkway at the intersection of Estrella Parkway and the private drive/road into Estrella Foothills High School be renamed to “Wolfpack Way”.

Recommendation

ADOPT RESOLUTION NO. 2022-2275, AUTHORIZING A NAME CHANGE FOR THE SECTION OF THE RUSTLER ROAD ALIGNMENT LOCATED EAST OF THE INTERSECTION OF ESTRELLA PARKWAY AND THE PRIVATE DRIVE/ROAD BETWEEN FOOTHILLS COMMUNITY PARK AND ESTRELLA FOOTHILLS HIGH SCHOOL TO WOLFPACK WAY AND ESTABLISHING AN EFFECTIVE DATE. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The renaming of the Rustler Road alignment to Wolfpack Way will require the replacement of the existing illuminated sign panels on the traffic signal at the intersection of Estrella Parkway and the private drive/road between the Foothills Community Park and Estrella Foothills High School. This work is estimated to cost $8,000 for the production of new illuminated sign panels, installation and traffic control, which will be performed by a contractor using transportation maintenance funds.

BACKGROUND AND PREVIOUS ACTIONS

During the public comment period at the Regular Meeting on May 23rd, 2022, several students from the Estrella Foothills High School requested Council consider changing the street name shown at the traffic signal near Estrella Foothills High School.

STAFF ANALYSIS

Generally, the City only initiates street name and address changes to conform to the Maricopa County Street Addressing and Naming Policy, or to eliminate conflict or confusion with a particular street name or address. However, the renaming of the Rustler Road alignment east of the traffic signal at the intersection of Estrella Parkway and the private drive/road between Foothills Community Park and Estrella Foothills High School will not significantly conflict with the street naming policy because the location of the Rustler Road alignment being renamed is a primary entrance to Estrella Foothills High School. Also, the new name will not conflict with any existing street names in Goodyear or the surrounding communities.

Staff supports the name change because of its minimal impact on the city's street naming policy, it supports Estrella Foothills High School and provides for ease of navigation for the general public in accessing the school, the alignment of Rustler Road in this area is not a public street but a private drive/road, and being privately owned, and there are no addresses assigned to the section of the Rustler Road alignment being renamed.

Attachments

Resolution

RESOLUTION NO. 2022-2275

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING A NAME CHANGE FOR THE SECTION OF THE RUSTLER ROAD ALIGNMENT LOCATED EAST OF THE INTERSECTION OF ESTRELLA PARKWAY AND THE PRIVATE DRIVE/ROAD BETWEEN FOOTHILLS COMMUNITY PARK AND ESTRELLA FOOTHILLS HIGH SCHOOL TO WOLFPACK WAY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, currently there is a three-legged traffic signal at the intersection of Estrella Parkway and the private drive/road located between the Foothills Community Park and Estrella Foothills High School; and

WHEREAS, the private drive/road provides access to Foothills Community Park and Estrella Foothills High School and is located within or close to the alignment of Rustler Road; and

WHEREAS, because the private drive/road is located within or close to the Rustler Road alignment, the traffic signal at the intersection of Estrella Parkway and the private drive/road located between the Foothills Community Park and Estrella Foothills High School reflects the name of the private drive/road as Rustler Road; and

WHEREAS, representatives of the Estrella Foothill High School Class of 2022 have asked the City of Goodyear to change the name of the Rustler Road alignment east of Estrella Parkway at the traffic signal at the private drive/road between Foothills Community Park and Estrella Foothills High School to Wolfpack Way; and

WHEREAS, the name change will provide for ease of navigation for the general public in accessing Estrella Foothills High School.

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

SECTION 1. The Mayor and Council of the city of Goodyear hereby authorize and direct that the Rustler Road Alignment east of the intersection of Estrella Parkway and the private drive/road between Foothills Community Park and Estrella Foothills High School within the city of Goodyear, Maricopa County, Arizona, be re-named as Wolfpack Way.

SECTION 2. The City Manager be authorized and directed to initiate and cause to be completed the transition from the present name to the new name approved herein.

SECTION 3. Resolution 2022-2275 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2022.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 9.
DATE: 10/24/2022
AI #:1130

CITY COUNCIL ACTION REPORT

SUBJECT: DEDICATION OF RIGHT OF WAY NEEDED FOR IMPROVEMENTS TO ROOSEVELT STREET FOR THE ESTRELLA COMMONS DISTRICT DEVELOPMENT

STAFF PRESENTER(S): Kimberly Romero, Real Estate Coordinator

SUMMARY

Authorize the acceptance of right-of-way needed for improvements to Roosevelt Street as part of the Estrella Commons District development.

Recommendation

Conditionally authorize the acceptance and execution of Special Warranty Deeds from Aldi (Arizona) L.L.C and Cyrene at Estrella HOA conveying right-of-way upon satisfaction of the conditions set forth in stipulations. (Kimberly Romero, Real Estate Coordinator)

STIPULATIONS

1) City's receipt of Special Warranty deed in the form provided by the City Attorney or his designee executed by Aldi (Arizona) LLC and its receipt of partial release from all lenders with a security interest in the property being conveyed to the city.
2) City's receipt of Special Warranty deed in the form provided by the City Attorney or his designee executed by Cyrene at Estrella HOA and its receipt of partial release from all lenders with a security interest in the property being conveyed to the city.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on the dedications provided for herein, the conveyances are required for the development of a multi-family residential project at the southeast corner of Estrella Parkway and Roosevelt Street to proceed. This development is responsible for the 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

On July 19, 2021, the City Council adopted Ordinance 2021-1509, re-zoning approximately 27 acres generally located at the northeast corner of Estrella Parkway and Roosevelt Street to the PAD Zoning District with underlying zoning of MF-24 and C-2 as amended by the Estrella Commons District Planned Area Development (PAD) Overlay. A final plat subdividing the Property subject to this ordinance into six lots (5 commercial lots and one multi-family residential lot) is being presented by separate action. The Property is known as the Estrella Commons District.

STAFF ANALYSIS

A traffic impact study submitted with the Final Plat for Estrella Commons District, being presented by separate action, concluded that additional street improvements were needed to support the increased traffic that will result from the development of the property. The additional street improvements included the construction of a second left-turn lane at the traffic signal from Estrella Parkway to Roosevelt Street, which is required. The addition of the additional turn lane required additional right-of-way along the south side of the existing Roosevelt Street right-of-way. This right-of-way is located on property owned by Aldi (Arizona) LLC and by Cyrene at Estrella HOA.

Both entities have agreed to convey the right-of-way to the city, in the forms attached hereto. The council is required to accept the conveyance of street right-of-way. Normally staff would not seek acceptance until fully executed documents had been received. However, so as not to delay the development of the Estrella Commons District, staff is asking Council to authorize the acceptance of the right-of-way from Aldi (Arizona) LLC and from Cyrene at Estrella HOA following the city's receipt of executed special warranty deeds and its receipt of partial releases from all lenders with a security interest in the property being conveyed to the city as stated in the stipulations.

Attachments

Aldi Special Warranty Deed

Cyrene Special Warranty Deed

When recorded Mail to:

City of Goodyear
City Clerk / KGR
1900 N. Civic Square
Goodyear, Arizona 85395
QS - 57

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

GRANTOR:	GRANTEE:
ALDI (ARIZONA), LLC, a Delaware limited liability company	**CITY OF GOODYEAR, an Arizona Municipal Corporation**

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **ALDI (ARIZONA), LLC, a Delaware limited liability company** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, ("Grantee"), its successors and assigns, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2022.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
ALDI (ARIZONA), LLC,
a Delaware limited liability company

BY: Aldi Inc.,
An Illinois corporation
ITS: Sole Member.

BY: _____

NAME:_____

TITLE:_____

State of _____)

)ss.

County of _____)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this ____ day of ____, 2022 by _____, the _____ of Aldi, Inc., an Illinois corporation and sole member of **ALDI (ARIZONA) LLC,** a Delaware limited liability company, who, being duly authorized to do so, executed the foregoing instrument (Special Warranty Deed) on behalf of said limited liability company.

_____

Notary Public

Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation

BY: _____
Julie Karins
ITS: City Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) 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.

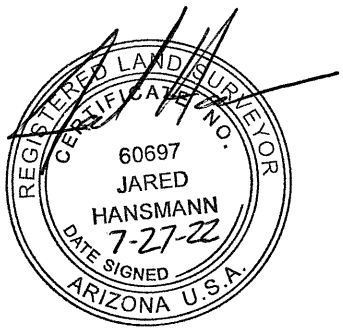
_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT “A”

LEGAL DESCRIPTION

LEGAL DESCRIPTION
RIGHT OF WAY DEDICATION
ROOSEVELT ST. & ESTRELLA PARKWAY
APN 500-16-382D
GOODYEAR, ARIZONA



DATE: 7/27/22
Job No. P5712

BEING A PORTION OF LOT 2, ALDI ESTRELLA COMMONS, RECORDED IN BOOK 1475 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 5 BEARS NORTH 00 DEGREES 26 MINUTES 05 SECONDS EAST (BASIS OF BEARING), A DISTANCE OF 2638.91 FEET;

THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 110.17 FEET;

THENCE SOUTH 00 DEGREES 41 MINUTES 06 SECONDS WEST, A DISTANCE OF 42.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, ALDI ESTRELLA COMMONS ALSO BEING THE **POINT OF BEGINNING**;

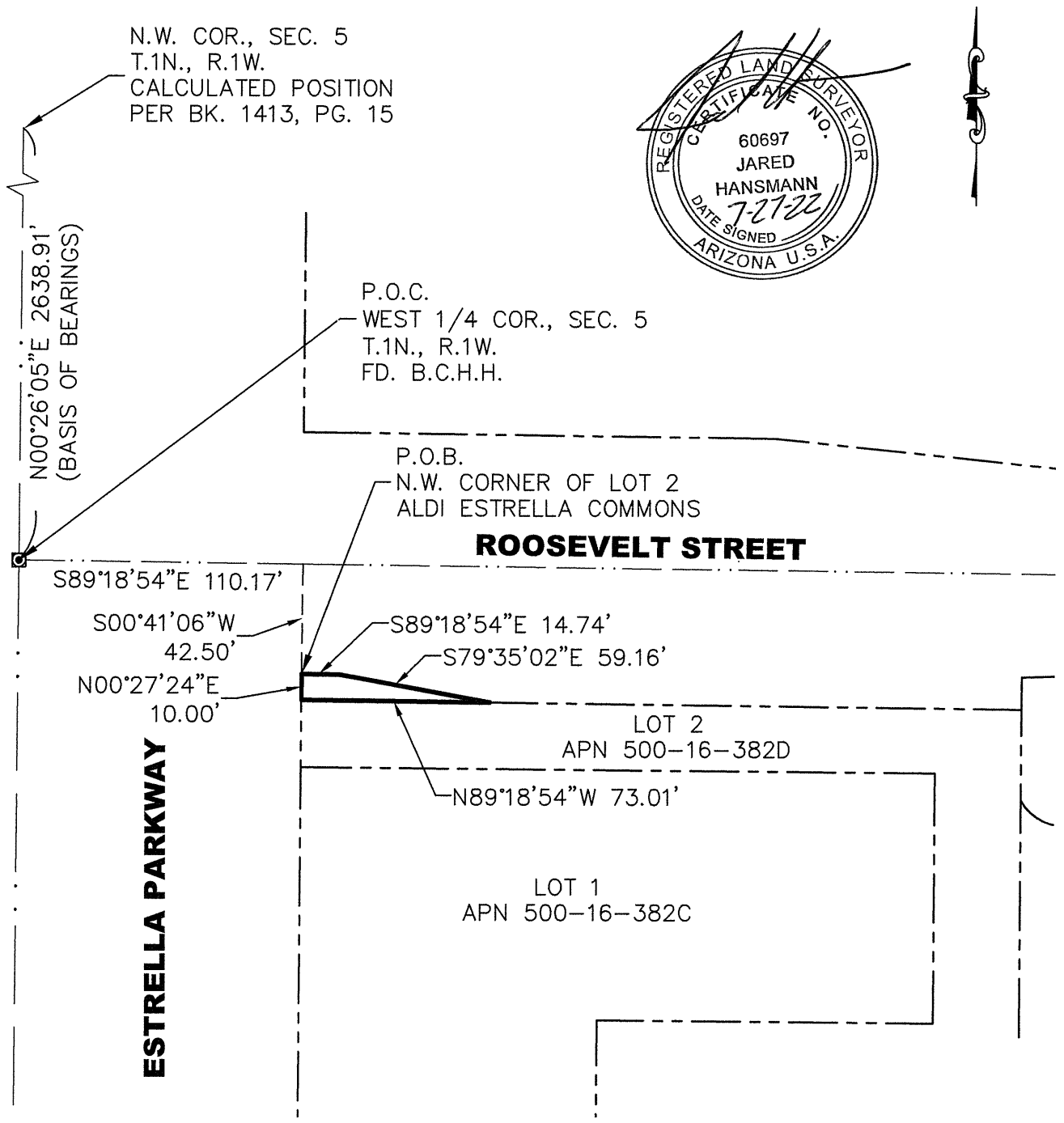
THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2, ALDI ESTRELLA COMMONS, A DISTANCE OF 14.74 FEET;

THENCE SOUTH 79 DEGREES 35 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2, ALDI ESTRELLA COMMONS, A DISTANCE OF 59.16 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 73.01 FEET TO THE WEST LINE OF SAID LOT 2, ALDI ESTRELLA COMMONS;

THENCE NORTH 00 DEGREES 27 MINUTES 24 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, ALDI ESTRELLA COMMONS, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 439 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.



SIG
A RICK ENGINEERING COMPANY

SURVEY INNOVATION GROUP, INC.
Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024

RIGHT OF WAY DEDICATION
ESTRELLA COMMONS
GOODYEAR, ARIZONA

DRAWING:	RW2.DWG				
JOB#	P5712	SCALE:	1"=60'	SHT:	1 OF 1
DRAFTER:	DSR	CHK:	JH	DATE:	7/27/22

When recorded Mail to:

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

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

GRANTOR:	GRANTEE:
CYRENE AT ESTRELLA HOA, an Arizona non-profit organization	**CITY OF GOODYEAR, an Arizona Municipal Corporation**

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CYRENE AT ESTRELLA HOA, an Arizona non-profit organization** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, ("Grantee"), its successors and assigns, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2022.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
CYRENE AT ESTRELLA HOA, an Arizona non-profit organization

By:_____
Nathan Pile
Its: _Director/President_____

By:_____
Jennifer Mackenzie
Its: _Secretary_____

State of _____)
)ss.
County of _____)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this day of _____, 2022 by Nathan Pile, as Director/President and Jennifer Mackenzie as Secretary of CYRENE AT ESTRELLA HOA, an Arizona non-profit organization .

_____
Notary Public

Signatures, Acknowledgements, and Exhibits Continued on the Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 2022 by _____, as _____ of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

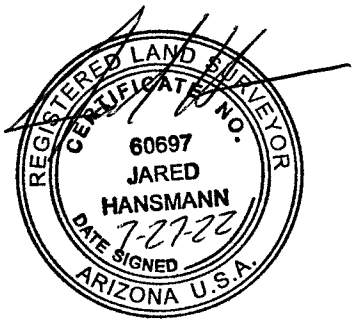
_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT “A”

LEGAL DESCRIPTION

LEGAL DESCRIPTION
RIGHT OF WAY DEDICATION
ROOSEVELT ST. & ESTRELLA PARKWAY
APN 500-16-918
GOODYEAR, ARIZONA



DATE: 7/27/22
Job No. P5712

BEING A PORTION OF TRACT "A", CURVE AT ESTRELLA COMMONS, RECORDED IN BOOK 1577 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 5 BEARS NORTH 00 DEGREES 26 MINUTES 05 SECONDS EAST (BASIS OF BEARING), A DISTANCE OF 2638.91 FEET;

THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 388.83 FEET;

THENCE SOUTH 00 DEGREES 41 MINUTES 06 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "A", CURVE AT ESTRELLA COMMONS ALSO BEING THE **POINT OF BEGINNING**;

THENCE NORTH 88 DEGREES 07 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT "A", CURVE AT ESTRELLA COMMONS, A DISTANCE OF 167.97 FEET;

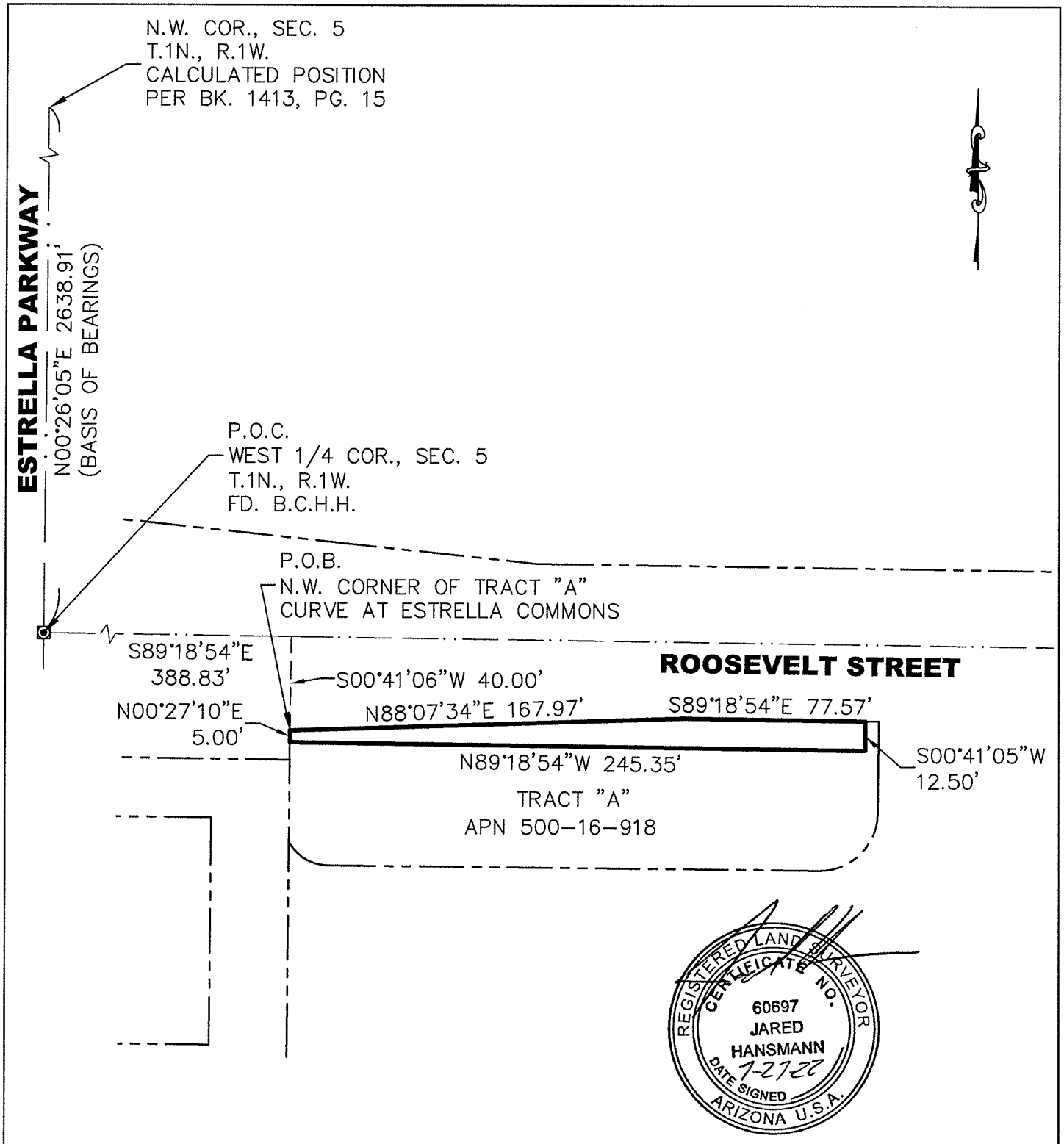
THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT "A", CURVE AT ESTRELLA COMMONS, A DISTANCE OF 77.57 FEET;

THENCE SOUTH 00 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 12.50 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 245.35 FEET TO THE WEST LINE OF SAID TRACT "A", CURVE AT ESTRELLA COMMONS;

THENCE NORTH 00 DEGREES 27 MINUTES 10 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT "A", CURVE AT ESTRELLA COMMONS, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 2,439 SQUARE FEET OR 0.056 ACRES, MORE OR LESS.



SIG

A RICK ENGINEERING COMPANY

SURVEY INNOVATION GROUP, INC.

Land Survey Services

22425 N 16TH STREET SUITE #1

PHOENIX, AZ 85024

RIGHT OF WAY DEDICATION
ESTRELLA COMMONS
GOODYEAR, ARIZONA

DRAWING:	RW DEDICATION.DWG				
JOB#	P5712	SCALE:	1"=60'	SHT:	1 OF 1
DRAFTER:	DSR	CHK:	JH	DATE:	7/27/22

ITEM #: 10.
DATE: 10/24/2022
AI #:1115

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT FOR CITRUS PARK PHASE 2A

STAFF PRESENTER(S): Marty Crossland, Interim Deputy Director of Development Engineering

---

OTHER PRESENTER(S):
Doug Chubin, CVL Consultants

SUMMARY

A Final Plat subdividing approximately 13.1 acres into 69 lots and 9 tracts located near the southwest corner of Lower Buckeye Road and Citrus Road.

Recommendation

Approve the Final Plat of Citrus Park Phase 2A. (Marty Crossland, Interim Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;
2. Prior to recordation of the Final Plat, a current title report for the property being platted in the Final Plat for Citrus Park Phase 2A (the “Platted Property”) shall be provided to the City Engineer and the final plat shall be modified as needed to reflect the current ownership and current lender including a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the Platted Property.
3. Prior to recordation of the Final Plat, documentation acceptable to the City Attorney or his/her designee shall be provided demonstrating that the party executing the final plat is authorized to do so.
4. Except for model homes, no Temporary Certificate of Occupancy, Certificate of Occupancy or Certificate of Completion shall be is issued for any structure within the Final Plat for Citrus Park Phase 2A until the outdoor community pool that is to be constructed pursuant to stipulations 6 and 7 in Ordinance No. 2021-1493 has been completed.

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 Platted Property was rezoned on February 22, 2021 by Ordinance No. 2021-1493. A portion of the Platted Property was rezoned from Planned Area Development (PAD) to the R1-4 (Single Family Detached) Zoning District with R1-4 Reduced Development Standards and a portion of the Platted Property was rezoned from the PAD to the R1-C (Court Home) Zoning District. A preliminary plat for all of the property rezoned by Ordinance No. 2021-1493, including the Platted Property, was approved by the City Council on February 22, 2021.

STAFF ANALYSIS

As set forth in the attached preliminary plat Council Action Report, the proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development. The Final Plat is in substantial conformance with the Preliminary Plat.

Attachments

Aerial Photo

Council Action Report for Preliminary Plat for Citrus Park

Final Plat

Aerial Photo
Citrus Park



Drawn By: Steve Careccia
City of Goodyear Development Sevices Department
Date: January 19, 2021

N

AGENDA ITEM #:
DATE: 02/22/2021
CAR #: 2021-7176

CITY COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR CITRUS PARK

STAFF PRESENTER(S): Steve Careccia, Principal Planner

OTHER PRESENTER(S):

Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer, PLLC

SUMMARY:

Preliminary plat for Citrus Park (20-500-00006) subdividing approximately 160 acres into 616 residential lots. The subject property is located at the southwest corner of Citrus Road and Lower Buckeye Road.

Recommendation:

Approve a request for the Preliminary Plan Plat for Citrus Park attached hereto subdividing approximately 160 acres located at the southwest corner of Citrus Road and Lower Buckeye Road (the "Property") subject to the following stipulations. (Steve Careccia, Principal Planner)

STIPULATIONS:

1. The approval of this preliminary plat shall be effective upon the date zoning Ordinance No. 2021-1493, the ordinance rezoning the property to be developed in the manner reflected in the preliminary plat, becomes effective;
2. Owner shall construct full half-street improvements required for a Minor Arterial as set forth in the Engineering Design Standards in effect at the time the improvements are constructed, except for ½ meridian and ½ median landscaping, for the south half of W. Lower Buckeye Road along or adjacent to the frontage of the Property, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Lower Buckeye Road Improvements"). Except for model homes, no building permits for any structure within any of the areas identified as Phase 03 in the Preliminary Plat for Citrus Park shall be issued until the Lower Buckeye Road Improvements have been substantially completed, as determined by the City Engineer or designee;
3. Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Lower Buckeye Road along or adjacent to the frontage of the Property. The in-lieu payment for the median shall be based on the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee, and it shall be paid prior to the recordation of any final plat that includes any of the areas

identified as Phase 03 in the Preliminary Plat for Citrus Park;

4. Owner shall construct full half-street improvements required for a Minor Arterial as set forth in the Engineering Design Standards in effect at the time the improvements are constructed, except for ½ median and ½ median landscaping, for the west half of S. Citrus Road along or adjacent to the frontage of the Property, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "S. Citrus Road Improvements"). Except for model homes, no building permits for any structure within any of the Property shall be issued until the S. Citrus Road Improvements have been substantially completed, as determined by the City Engineer or designee;
5. Owner shall remit to the City an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of S. Citrus Road along or adjacent to the frontage of the Property. The in-lieu payment for the median shall be based on the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee, and it shall be paid prior to the recordation of the first final plat subdividing all or part of the Property;
6. An eight-foot wide concrete sidewalk or a pedestrian pathway with an alternative surface, such as compacted decomposed granite as may be determined by the Development Services Director or designee shall be constructed when the S. Citrus Road Improvements) are constructed;
7. The Property 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, and/or (vi) required 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 designee, all dedications shall be made prior to or concurrent with recordation of a final plat that includes the area in which the dedicated property is located as required by the City Engineer or designee;
8. Owner shall make an in-lieu payment for the cost of traffic signal identified below. The in-lieu payment shall be made prior to the recordation of any final plat that includes any portion of the Property located within the areas identified as Phase 03 in the Preliminary Plat for Citrus Park. 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.

a. 25% of the cost of the full traffic signal (all four legs) at W. Lower Buckeye Road and S. Citrus Road;

9. In addition to being responsible for a proportionate share of the cost of a full traffic signal (all four legs) at the intersection at W. Lower Buckeye Road and S. Citrus Road, Owner is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed and for conveying, in fee, lien free, and free of any easements or encumbrances unless specifically agreed to by the city, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property pursuant to Stipulation 23 in Ordinance No. 2021-1493;
10. Prior to recordation of the first final plat subdividing all or part of the Property, Owner shall remit a cost recovery payment to the city in the amount of $368,229 pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional wastewater lines B and C that have been fully constructed;
11. Unless regional wastewater Line O identified in the West Goodyear Master Wastewater Study as benefiting the Property (“Wastewater Line O”) has been constructed or under construction by others when the first final plat subdividing all or part of the Property is to be recorded, Owner shall be responsible for constructing Line O;
12. If Wastewater Line O has been or is being constructed by others when the first final plat subdividing all or part of the Property is to be recorded, Owner shall make a cost recovery payment for its proportionate share of the costs of the lines being constructed by others pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines prior to the recordation of the first final plat subdividing all or part of the Property. The amount of the cost recovery payment owed shall be based on the percentage of the actual cost of Wastewater Line O if it has been constructed or if Wastewater Line O is under construction but has not been completed, the amount of the cost recovery payment shall be $186,376, which is the amount reflected in the Cost Recovery Resolution – Wastewater Trunk Lines;
13. Unless such sewer line has been constructed or is under construction by others, Owner shall, at no cost to the City, construct an 8-inch sewer line within Citrus Road from the southern boundary of the Property to El Cidro Drive where the line connects to Wastewater Line O referred to above. No building permits for any structure within any of the Property shall be issued until this line has been substantially completed, as determined by the City Engineer or designee;
14. No building permits for any structure within any of the Property shall be issued until Wastewater Line O has been substantially completed, as determined by the City Engineer or designee;
15. Prior to recordation of the first final plat subdividing all or part of the Property, Owner shall remit a cost recovery payment to the city in the amount of $314,814 owed pursuant to the terms of the Cost Recovery Resolution – Water Delivery Lines;
16. Prior to the earlier of the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permit for work within the Property, Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property 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;
17. In addition to the specific infrastructure identified in this Ordinance, the Property Owner shall construct all infrastructure improvements required by the city of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of construction;

18. The Property 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; and (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;
19. 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, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property;
20. Except for model homes, no Temporary Certificate of Occupancy, Certificate of Occupancy or Certificate of Completion shall be is issued for any structure within any of the areas identified as Phase 02 and Phase 03 in the Preliminary Plat for Citrus Park until the outdoor community pool that is to be constructed pursuant to stipulations 6 and 7 in Ordinance No. 2021-1493 has been completed;
21. At the time of development, all new and existing utilities shall be placed underground except power lines 69kV or larger;
22. The Public Sales Report and all final plats subdividing all or part of the Property shall include the following disclosures:
    a. 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
    b. The Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses e subject to noise, dust, and odors associated with such uses.
23. Owner shall obtain from all initial homebuyers an executed acknowledgment that runs with the land in which the homebuyer(s) acknowledge that the lot they are purchasing is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses;
24. Owner shall obtain an executed waiver agreement from all initial homebuyers that complies with the following. The waiver agreement shall run with the land and shall include the following waiver language: "Buyer(s) acknowledge that the lot being purchased is subject to attendant noise, vibrations, dust, and all other effects that may be caused by over flights and by the operation of aircraft landing at, or taking off from, Luke Air Force Base and/or the Phoenix-Goodyear Airport, and hereby releases and discharges the city of Goodyear from any liability for any and all claims for future damages to persons or property and complaints of any kind that may arise at any time in

the future from the operation of such aircraft near and over the area"; and,

25. Signage shall be posted within all subdivision sales offices identifying the location of the Luke Air Force Base Accident Potential Zones (APZs), 65 Ldn and higher noise contours, and departure corridors, as well as the Phoenix-Goodyear Airport Traffic Pattern Area and noise contours. This display shall include a 24-inch x 36-inch map at the main entrance of such sales facility and shall include the approximate locations of the homes being sold clearly depicted.

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 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 Property consists of approximately 160 acres generally located at the southwest corner of Citrus Road and Lower Buckeye Road. The Property is located within West Goodyear and was one of the original "West Goodyear Properties." The owners of various West Goodyear Properties undertook regional water and wastewater master studies, including amendment to those studies and identifying the regional water and wastewater lines that had had to be constructed to serve the West Goodyear properties, including the Property that were adopted by the city of Goodyear (referred to herein as the "West Goodyear Master Water Study" and the "West Goodyear Master Wastewater Study"). The City adopted Resolution of Intention No. 06-1064 as amended by Resolution No 14-1621 and Resolution No. 16-1747 to allocate the costs of the regional water lines among the benefitted properties (referred to herein as the "Cost Recovery Resolution – Water Delivery Lines") and adopted Resolution of Intention No. 06-1065 as amended by Resolution No 14-1622 and Resolution No. 16-1748 to allocate the costs of the regional wastewater lines among the benefitted properties (referred to herein as the "Cost Recovery Resolution – Wastewater Trunk Lines").

The Property is being rezoned from the existing PAD Zoning District that allows for the development of 422 dwelling units and commercial development within approximately 27 acres of the Property. A portion of the Property is being rezoned to R1-4 (Single Family Detached) Zoning District with the R1-4 Reduced Development Standards and another portion of the Property is being rezoned to R1-C (Court Homes) Zoning District. The maximum number of dwelling units that will be developed on the Property is 616.

The change in zoning does not impact the regional water and wastewater lines that are needed to serve the Property and Owner is required to construct the water and sewer lines identified in the West Goodyear Master Water Study and in the West Goodyear Master Wastewater Study as being needed to serve the Property and remit cost recovery payments pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines and the Cost Recovery Resolution – Water Delivery Lines for the regional water and sewer lines that benefit the Property and that have been or will be constructed by others. To date, all of the regional water lines identified in the West Goodyear Master Water Study as serving the Property (lines A, B,

G and I) have been constructed and Owner is responsible for remitting a cost recovery payment in the amount of $314,814 pursuant to Cost Recovery Resolution – Water Delivery Lines. To date, regional wastewater lines B and C identified in the West Goodyear Master Wastewater as benefiting the Property have been constructed and Owner is responsible for remitting a cost recovery payment in the amount of $368,229 pursuant to Cost Recovery Resolution – Wastewater Trunk Lines. Regional wastewater Line O and Line P identified in the West Goodyear Master Wastewater Study as serving the Property have not been installed, however, pursuant to an updated wastewater study approved by the city for an adjacent development, staff approved the installation of a smaller sized line within the location of where Line P was to be installed, which will accommodate flows from the Property. Accordingly, the only regional wastewater line Owner is required to install is Line O unless it is constructed or being constructed by others, in which case, Owner shall be responsible for paying a cost recovery payment for Line O pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines.

The Planning and Zoning Commission considered this item at their regular meeting of February 10, 2021. The Commission heard a presentation from staff and then asked questions on the extent of the residential amenities to be provided, which were answered by staff and the applicant. The Commission unanimously voted (6-0) to forward a recommendation of approval to the City Council. There was no opposition to the project voiced at the meeting.

STAFF ANALYSIS

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

Details of the Request:
The preliminary plat for Citrus Park intends to subdivide the approximate 160-acre property into 616 residential lots. The following lot sizes and yields are proposed:

Area	Lot Size	Yield	Percentage
47.74	45’ x 115’	216	35%
66.85	55’ x 120’	205	33%
45.79	40’ x 87’	195	32%
160.38		616	100%

The concurrent rezoning request for the R1-4 (Single Family Detached) zoning district also includes a request for reduced side yard setback, as permitted by the Zoning Ordinance. The minimum side yard setback in the R1-4 zoning district is five feet, with 15 feet total for both sides (i.e. 5’/10’). The request would reduce the total for both sides to 10 feet (i.e. 5’/5’). The preliminary plat reflects the reduced side yard setbacks.

The area proposed for the R1-C (Court Home) zoning district is intended for the development

of court homes. As represented on the preliminary plat, a typical court home pod will consist of six detached homes sharing a common driveway. Private yards will be provided.

Approximately 24 acres of open space (15% of project area) are required. The project proposes approximately 47 acres of open space (30% of project area), with 11 acres of usable open space distributed between five different park sites, including a 5.9 acre central park. The five parks will be programmed with various amenities, including a community pool with parking and restroom facility. Other amenities include turf play areas, play courts (i.e. corn hole, pickleball, bocce ball), ramadas and trail connections.
The concurrent rezoning request for the R1-4 and R1-C zoning districts requires the development to incorporate several design elements as set forth in the Zoning Ordinance. Further, the request to reduce the total side yard setback in the R1-4 zoning district requires the use of additional design elements. As these design elements are intended to justify the smaller lot widths and reduced setbacks, they have been formalized with the stipulations of approval for the proposed rezoning. Development in conformance with these stipulations will be considered as meeting the requirements of the Zoning Ordinance. As such, the rezoning ordinance and stipulations will need to be approved and become effective prior to the preliminary plat becoming effective.

Surrounding Area:
Uses and development surrounding the subject property include:

- North – Lower Buckeye Road and the future residential development within Pradera zoned R1-4 and R1-6 Single Family Residential.
- South – Existing residential development within Las Brisas zoned PAD.
- East – Citrus Road and future commercial development zoned C-1 Neighborhood Commercial, future residential development zoned R1-6 Single Family Residential and existing large lot residential zoned RU-43 (Maricopa County).
- West – Existing residential development within Las Brisas zoned PAD.

Luke Air Force Base:
The subject property is located within the vicinity of a military airport but is located approximately two miles from the 65 Ldn noise contour line for Luke AFB. Given the location of the subject property, base operations should not be adversely impacted by this proposed development nor should the subject property be adversely impacted. A stipulation of approval will require notice of base operations to future homebuyers.

Phoenix-Goodyear Airport:
The subject property is located within the Traffic Pattern area of the Phoenix-Goodyear Airport but is located outside of any noise contour or hazard zones. A stipulation of approval will require notice of airport operations to future homebuyers.

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
#184/181	7.18	3.59	8.02	4.01	#182	13.32	6.66	14.16	7.08

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

Schools:
The property is located within the Liberty Elementary School District and the Buckeye Union High School District. The rezoning project narrative states the applicant will work with the school districts regarding a donation agreement.

Solid Waste/Recycling:
Service will be provided by the city of Goodyear. Service to the court home parcels has been reviewed by the Public Works Department and determined to be viable as proposed with the intended subdivision design.

Streets/Transportation:
The subject property will have access to Citrus Road and Lower Buckeye Road and include a connection to Las Brisas via the north-south collector road. All required street improvements will be completed with development of the subject property in accordance with a phasing plan approved by the city.

Water/Wastewater:
The subject property is located within the city of Goodyear water and wastewater service area. It has been determined the increased unit count (over the currently approved PAD) does not impact the requirements in the master utility studies for the West Goodyear Central Planning Area.

STAFF FINDINGS

The preliminary plat is consistent with the development standards established with the R1-4 (Single Family Detached) and R1-C (Court Home) zoning districts. It is also consistent with the stipulations contained within Ordinance No. 2021-1493, the ordinance rezoning the property to be developed as Citrus Park. Staff finds the proposed preliminary plat incorporates the required design elements as stipulated with the concurrent rezoning request for Citrus Park.

The preliminary plat is consistent with the technical requirements of the city’s subdivision regulations. It also provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

FINAL PLAT FOR CITRUS PARK PHASE 2A

A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "CITRUS PARK PHASE 2A" A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HERE ON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, ALL STREETS DESIGNATED AS "R/W DEDICATED HEREON" SHOWN ON SAID FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES TRACTS 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, AND 2I AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE CITRUS PARK HOMEOWNERS ASSOCIATION. SUBJECT TO THE EASEMENTS, COVENANTS, RESERVATIONS AND RESTRICTIONS SET FORTH HEREIN, ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY CONVEYS TO THE CITRUS PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, TRACTS 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, AND 2I FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS 2A, 2B, 2C, 2E, 2F, 2G, 2H, AND 2I AND IN LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, A WATER EASEMENT WITHIN, UPON, OVER, ACROSS, ABOVE, AND UNDER THE AREA IN TRACT 2F, DESIGNATED AS "20' WATER EASEMENT." INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER EASEMENT AREA"). THE WATER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REPAIRING, REMOVING, AND/OR REPLACING WATER LINES AND APPURTENANCES, THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER FACILITIES") WITHIN, UPON, OVER, ACROSS, ABOVE AND UNDER THE WATER EASEMENT AREA. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREA AND SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WATER EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER EASEMENT AREA.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS 2E AND 2G, INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PREMISES DESCRIBED HEREIN APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNER, AT OWNER'S EXPENSE, SHALL BE RESPONSIBLE FOR OPERATING, CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS 2E AND 2G.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITRUS PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS 2E AND 2G, INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM WATER FLOWS IDENTIFIED IN THE APPROVED GRADING AND DRAINAGE PLANS, AS DEFINED ABOVE, AND FOR PERFORMING THE MAINTENANCE WORK, AS DEFINED ABOVE. THE CITRUS PARK HOMEOWNERS ASSOCIATION, COVENANTS AND AGREES IT SHALL BE RESPONSIBLE FOR PERFORMING THE MAINTENANCE WORK, AS DESCRIBED ABOVE AND AGREES THAT THE CITY OF GOODYEAR AND/OR ANY PERSON OR PERSONS WHO HAVE BEEN DAMAGED BY THE VIOLATIONS OF THE AGREEMENTS AND COVENANTS HEREIN CAN BRING PROCEEDINGS AT LAW OR IN EQUITY FOR SUCH DAMAGES AND/OR TO ENFORCE SUCH COVENANTS AND AGREEMENTS. ANY PERSON OR PERSONS OR THE CITY OF GOODYEAR PROSECUTING ANY PROCEEDINGS AT LAW OR IN EQUITY HEREUNDER SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT COSTS, IN ADDITION TO REASONABLE ATTORNEYS' FEES. NO MERGER OF TITLE, ESTATE, OR INTEREST SHALL BE DEEMED TO OCCUR BY ANY CONTEMPORANEOUS OR SUBSEQUENT DEED, GRANT OR ASSIGNMENT OF INTEREST OR ESTATE TO CITRUS PARK HOMEOWNERS ASSOCIATION IN TRACTS 2E AND 2G. THE EASEMENT, AGREEMENTS AND COVENANTS CONTAINED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE TRACTS 2E AND 2G.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO CITRUS PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

IN WITNESS WHEREOF ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE THIS

_____ DAY OF _____ 20___

ARROYO CAP II-2 LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: ARROYO CAPITAL II, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY:_____
JEFFREY BROULETTE
ITS: EXECUTIVE VICE PRESIDENT

ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

ON_____, 2022, BEFORE ME _____,

PERSONALLY APPEARED JEFFREY BROUELETTE, THE EXECUTIVE VICE PRESIDENT OF ARROYO CAPITAL II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF ARROYO CAP II-2, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUCTION THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL._____

SIGNATURE:_____

SITE SUMMARY			
LAND USE AREAS	SQUARE FEET	ACRES	PERCENT
AREA OF LOTS	386,357	8.870	
RIGHT OF WAY	114,120	2.620	
OPEN SPACE TRACTS	72,273	1.659	13
ACTIVE OPEN SPACE	63,885	1.467	88
PASSIVE OPEN SPACE	8,483	0.195	12
TOTAL GROSS AREA	572,750	13.149	

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°53'52" EAST (ASSUMED) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN.

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, CITRUS PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION HEREBY: (i) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO CITRUS PARK HOMEOWNERS ASSOCIATION IN THIS FINAL PLAT; (ii) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS FINAL PLAT; AND (iii) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACTS 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, AND 2I WITHIN THE SUBDIVISION AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

CITRUS PARK HOMEOWNERS ASSOCIATION
AN ARIZONA NON-PROFIT CORPORATION

BY: _____
GENE STROJEK
ITS: DIRECTOR

DATE:_____

HOMEOWNERS ASSOCIATION RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS THE _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED GENE STROJEK, AND ACKNOWLEDGED HIMSELF TO BE AN AUTHORIZED AGENT OF CITRUS PARK HOMEOWNERS ASSOCIATION AN ARIZONA NON-PROFIT CORPORATION, AND ACKNOWLEDGED THAT HE, AS THE AUTHORIZED AGENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

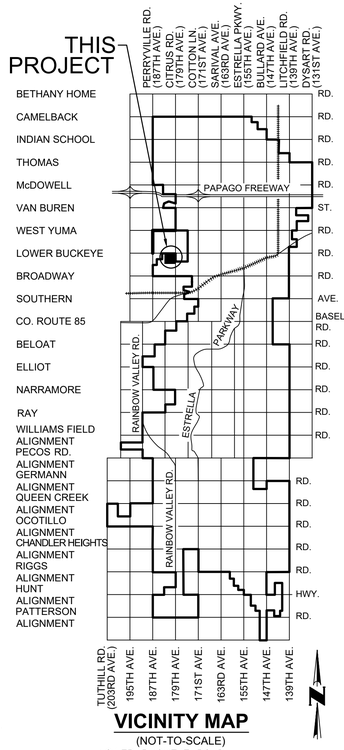
CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF TEN (10) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF MAY, 2020, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

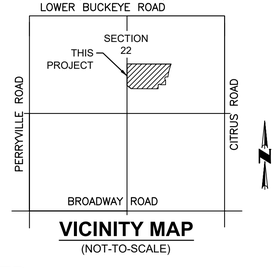
BY:_____
RICHARD G. ALCOCER, R.L.S.
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

FINAL PLAT APPROVAL
APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA ON THIS _____ DAY OF _____, 2022.
BY: _____ CITY ENGINEER (SUMEET MOHAN)

FINAL PLAT APPROVAL
APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2022.
BY: _____ MAYOR (JOE PIZZILLO)
ATTEST:_____ CITY CLERK (DARCIE McCRACKEN)



VICINITY MAP
(NOT-TO-SCALE)



VICINITY MAP
(NOT-TO-SCALE)

OWNER

ARROYO CAP II-2, LLC
18575 JAMBOREE ROAD, SUITE S-350
IRVINE, CALIFORNIA 92612
CONTACT: LEIGH AUSTIN
PHONE: (949) 272-1168
EMAIL: LAUSTIN@ARROYOCAPITAL.COM

DEVELOPER

LS-CITRUS PARK LLC
7600 EAST DOUBLETREE RANCH ROAD, SUITE 240
SCOTTSDALE, ARIZONA 85258
CONTACT: GENE STROJEK
PHONE: (480)-629-4111
EMAIL: GSTROJEK@LANDSEAHOMES.COM

ENGINEER

COE AND VAN LOO II LLC
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
CONTACT: DOUGLAS W. CHUBIN P.E.
PHONE: (602) 264-6831
EMAIL: DCHUBIN@CVLCI.COM

COUNTY RECORDER

SHEET INDEX

SHEET 1 COVER SHEET
SHEET 2 LEGEND, DETAILS, KEY MAP, LEGAL DESC. AND TRACT TABLE
SHEET 3 FINAL PLAT

GENERAL NOTES FOR FINAL PLAT

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

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

C. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

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

a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL

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

a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
c. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
d. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
e. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
f. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

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

G. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

H. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.

I. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.

J. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

K. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

L. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

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

N. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE HOMEOWNERS ASSOCIATION.

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

P. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION APPLIES TO LOTS 245, 253, 254, 285, 286, 298, 298, 299, 313.

SEE SHEET 02 FOR CURVE TABLE AND LOT AREA TABLE

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NO.	REVISION	DATE

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COVER SHEET
FINAL PLAT

CITRUS PARK PHASE 2A
GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
10-22
Date Signed Renewal
ARIZONA U.S.A.

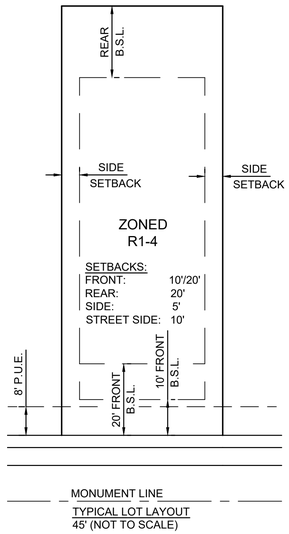
SHEET 01 OF 03

CVL Contact: D. CHUBIN
CVL Project #: 0141001

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PROJECT NO. 0141001

Filename: N:\01\0141001\CADD\Phase 2\DS.PH2A.FPLAT.01-04.dwg
Print Date: October 4, 2022
Printed By: Dominique



MONUMENT LINE

TYPICAL LOT LAYOUT
45' (NOT TO SCALE)

NOTE:
1. 10' FRONT SETBACK TO LIVABLE OR SIDE ENTRY GARAGE & 20' TO FACE OF GARAGE FROM RIGHT OF WAY

LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)	LOT #	AREA (SQUARE FEET)	LOT #	AREA (SQUARE FEET)
245	5,390	268	6,534	291	5,175
246	5,251	269	10,002	292	5,175
247	5,572	270	9,513	293	5,175
248	5,364	271	5,339	294	5,175
249	5,400	272	5,400	295	5,175
250	5,400	273	5,400	296	5,175
251	5,400	274	5,400	297	5,175
252	5,400	275	5,400	298	5,173
253	5,398	276	5,400	299	5,173
254	5,501	277	5,400	300	5,175
255	5,400	278	5,400	301	5,175
256	5,400	279	5,175	302	5,175
257	5,400	280	5,175	303	5,175
258	5,400	281	5,175	304	5,175
259	5,400	282	5,175	305	5,400
260	5,389	283	5,175	306	5,400
261	7,922	284	5,175	307	5,400
262	9,886	285	5,173	308	5,400
263	8,145	286	5,173	309	5,400
264	5,441	287	5,175	310	5,337
265	5,459	288	5,175	311	5,338
266	5,467	289	5,175	312	5,293
267	5,475	290	5,175	313	5,399

TRACT AREA TABLE					
TRACT	AREA (SQUARE FEET)	AREA (ACRES)	A/P	DESCRIPTION	OWNERSHIP / MAINTAINED BY
TRACT 2A	3,969	0.091	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2B	1,130	0.026	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2C	1,130	0.026	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2D	5,146	0.118	P	OPEN SPACE / LANDSCAPING	HOA
TRACT 2E	33,238	0.763	P	OPEN SPACE / DRAINAGE / LANDSCAPING / PUE	HOA
TRACT 2F	5,400	0.124	A	WATER EASEMENT / OPEN SPACE/TRAIL / LANDSCAPING / PUE	HOA
TRACT 2G	17,941	0.412	A	OPEN SPACE / DRAINAGE/TRAIL / LANDSCAPING / PUE	HOA
TRACT 2H	2,160	0.050	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2I	2,160	0.050	P	OPEN SPACE / LANDSCAPING / PUE	HOA

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF GOODYEAR BRASS CAP FLUSH MARKING THE NORTH QUARTER CORNER OF SAID SECTION 22, FROM WHICH THE ALUMINUM CAP STAMPED LS#33851 MARKING THE CENTER OF SAID SECTION 22 BEARS SOUTH 00°02'54" EAST, A DISTANCE OF 2,644.69 FEET;

THENCE SOUTH 00°02'54" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,405.59 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°49'28" EAST, DEPARTING SAID EAST LINE, A DISTANCE OF 1,098.68 FEET;

THENCE SOUTH 17°51'34" WEST, A DISTANCE OF 11.69 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,030.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°25'29", A DISTANCE OF 241.33 FEET;

THENCE SOUTH 47°54'17" WEST, A DISTANCE OF 28.76 FEET;
THENCE SOUTH 02°00'02" WEST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 44°04'27" EAST, A DISTANCE OF 28.78 FEET;
THENCE SOUTH 00°04'47" EAST, A DISTANCE OF 123.41 FEET;
THENCE NORTH 89°49'28" WEST, A DISTANCE OF 136.51 FEET;

THENCE NORTH 41°55'56" WEST, A DISTANCE OF 27.03 FEET TO A POINT ON A 55.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 41°55'56" WEST;

THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°12'27", A DISTANCE OF 50.12 FEET;

THENCE SOUTH 00°10'32" WEST, A DISTANCE OF 115.85 FEET;
THENCE NORTH 89°49'28" WEST, A DISTANCE OF 728.48 FEET;

THENCE NORTH 53°53'50" WEST, A DISTANCE OF 142.66 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22;

THENCE NORTH 00°02'54" WEST, ALONG SAID WEST LINE, A DISTANCE OF 486.30 FEET TO THE TRUE POINT OF BEGINNING.

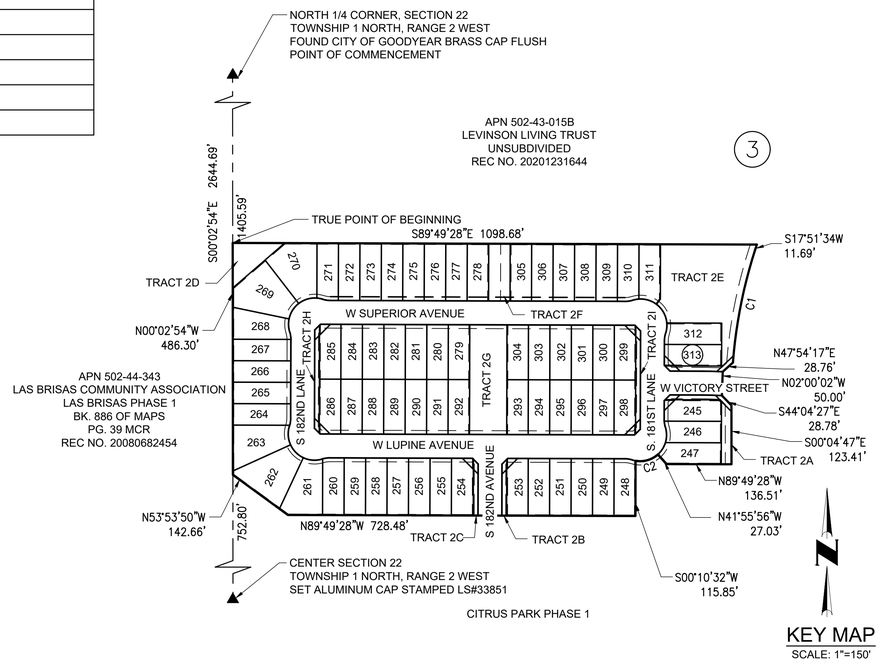
CONTAINING 572,751 SQUARE FEET OR 13.149 ACRES, MORE OR LESS.

UTILITY PROVIDERS

SEWER	CITY OF GOODYEAR
WATER	CITY OF GOODYEAR
TELEPHONE	CENTURYLINK
CABLE	COX COMMUNICATIONS
ELECTRICITY	ARIZONA PUBLIC SERVICE (APS)
GAS	SOUTHWEST GAS CORPORATION
FIRE	CITY OF GOODYEAR
POLICE	CITY OF GOODYEAR

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	241.33'	1030.00'	013°25'29"	121.22	240.78	S11°08'49"W
C2	50.12'	55.00'	052°12'27"	26.95	48.40	S74°10'18"W
C3	18.39'	600.00'	001°45'21"	9.19	18.39	N88°56'48"W
C4	17.62'	575.00'	001°45'21"	8.81	17.62	N88°56'48"W
C5	13.00'	55.00'	013°32'45"	6.53	12.97	S10°23'35"E
C6	119.69'	55.00'	124°40'58"	104.94	97.43	N45°10'32"E
C7	16.65'	55.00'	017°20'29"	8.39	16.58	N81°09'14"W
C8	16.65'	55.00'	017°20'29"	8.39	16.58	S81°30'17"W
C9	119.69'	55.00'	124°40'58"	104.94	97.43	S44°49'28"E
C10	16.65'	55.00'	017°20'29"	8.39	16.58	N08°50'46"E
C11	16.65'	55.00'	017°20'29"	8.39	16.58	N08°29'43"W
C12	119.69'	55.00'	124°40'58"	104.94	97.43	S45°10'32"W
C13	16.65'	55.00'	017°20'29"	8.39	16.58	S81°09'14"E
C14	16.65'	55.00'	017°20'29"	8.39	16.58	N81°30'17"E
C15	119.69'	55.00'	124°40'58"	104.94	97.43	N44°49'28"W
C16	16.65'	55.00'	017°20'29"	8.39	16.58	S08°50'46"W
C17	19.15'	625.00'	001°45'21"	9.58	19.15	N88°56'48"W

LINE TABLE		
NO.	BEARING	LENGTH
L1	S88°04'07"E	23.30'
L2	S44°49'28"E	5.66'



KEY MAP
SCALE: 1"=150'

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	69
TOTAL NUMBER OF TRACTS	10
GROSS RESIDENTIAL DENSITY	3.66 D.U./A.C.

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
AREA OF LOTS	386,264	8.877
RIGHT OF WAY	135,672	3.115
TRACTS	72,368	1.661
TOTAL GROSS AREA	594,304	13.643

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- CENTERLINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CENTERLINE
- SECTION LINE
- BOUNDARY LINE
- EASEMENT
- (1) SHEET NUMBER
- S.V.E. SIGHT VISIBILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- AC. ACRES
- C1 CURVE NUMBER
- L1 LINE NUMBER
- B.S.L. BUILDING SETBACK LINE
- R/W RIGHT-OF-WAY
- EX. EXISTING
- M.C.R. MARICOPA COUNTY RECORDER
- ESMT. EASEMENTS
- W.E. WATER EASEMENTS
- MISC. MISCELLANEOUS
- BK. BOOK
- PG. PAGE
- REC NO. RECORDING NUMBER
- (1) INDICATES SIGHT VISIBILITY EASEMENT (33'x33')
- * CORNER LOT- DRIVEWAY RESTRICTION

COUNTY RECORDER

CVL CONSULTANTS
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4550 North 12th Street
Phoenix, Arizona 85014
Phone: 602.264.6831
www.cvlci.com

DATE | REVISION | NO.

COE AND VAN LOO II L.L.C.

LEGEND, DETAILS, KEY MAP, LEGAL DESC. AND TRACT TABLE

FINAL PLAT

CITRUS PARK PHASE 2A

GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 10-4-22
ARIZONA U.S.A.

SHEET 02 OF 03

CVL Contact: D. CHUBIN
CVL Project #: 0141001

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PROJECT NO. 0141001

Printed By: Dominique Print Date: October 4, 2022 Filename: N:\0\1\0141001\CADD\Phase 2\DS.PH2A.FPLAT.01-04.dwg

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FINAL PLAT

CITRUS PARK PHASE 2A

GOODYEAR, ARIZONA

NORTH 1/4 CORNER, SECTION 22
TOWNSHIP 1 NORTH, RANGE 2 WEST
FOUND CITY OF GOODYEAR BRASS CAP FLUSH

APN 502-43-015C
ARROYO CAP II-2 LLC
REC NO. 20210695535

S00°02'54"E 2644.69' (BASIS OF BEARING)
1405.59'

TRUE POINT OF BEGINNING

100' TRANSMISSION LINE ESMT
BOOK 68 OF MISC., PAGE 204
DOC. NO. 87-174417

S89°49'28"E 1098.68'

S17°51'34"W 11.69'

APN 502-44-343
LAS BRISAS COMMUNITY ASSOCIATION
LAS BRISAS PHASE 1
BK. 886 OF MAPS
PG. 39 MCR
REC NO. 20080682454

TRACT 2D

TRACT 2E

TRACT 2F

TRACT 2G

TRACT 2H

TRACT 2I

TRACT 2C

TRACT 2B

W SUPERIOR AVENUE

W LUPINE AVENUE

W VICTORY STREET

S 182ND LANE

S 181ST LANE

S 182ND AVENUE

R/W DEDICATED HEREON

R/W DEDICATED HEREON

R/W DEDICATED HEREON

R/W DEDICATED HEREON

R/W DEDICATED HEREON

CENTER SECTION 22
TOWNSHIP 1 NORTH, RANGE 2 WEST
SET ALUMINUM CAP STAMPED LS#33851

CITRUS PARK
PHASE 1

SCALE: 1" = 40'

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 10-4-22
ARIZONA U.S.A.

SHEET 03 OF 03

CVL Contact: D. CHUBIN

CVL Project #: 0141001

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PROJECT NO. 0141001

Printed By: **Dominique** Print Date: **October 4, 2022** Filename: N:\0\0141\0141001\CADD\Phase 2\DS.PH2A.FPLAT.05.dwg

ITEM #: 11.
DATE: 10/24/2022
AI #:1137

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT FOR LOT 1 LAKIN PARK – PHASE 1

STAFF PRESENTER(S): Marty Crossland, Interim Deputy Director of Development Engineering

---

OTHER PRESENTER(S):

Brian J. Benedict, RLS, HilgartWilson, LLC., Nathan Hubbell, Clarius Partners, LLC

SUMMARY

A Final Plat for Lot 1 Lakin Park – Phase 1 generally located at the southwest corner of South Cotton Lane and Maricopa County Road 85 to subdivide Lot 1 to create Lots 1A and 1B.

Recommendation

Approve the Final Plat for Lot 1 Lakin Park – Phase 1. (Marty Crossland, Interim Deputy Director of Development Engineering)

STIPULATIONS

1. Prior to recordation of the final plat, Owner shall submit current title report for the Property and shall modify this plat to reflect the current ownership and current lender information on the final plat. A Lender Consent and Subordination in a form approved by the City Attorney or his/her designee shall be included for all lenders with a security interest in the property being platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this final plat is authorized to do so; and

2. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;

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 subject property is a part of the CP Lakin Park Planned Area Development (PAD). The PAD was approved on October 28, 2019, with City Council adoption of Ordinance No. 2019-1451.

A Minor Land Division for Lakin Park – Phase 1 was recorded in the official records of Maricopa County Record at Book 1588 of Maps Page 30 (Instrument 2021 0480315) creating Lot 1 and Tracts A and B.

STAFF ANALYSIS

The purpose of the Re-Plat being presented for approval is to subdivide Lot 1 to create Lots 1A and 1B. The proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

Attachments

1. Final Plat for Lot 1 Lakin Park - Phase 1
2. Aerial Photo

FINAL PLAT

FOR

"LOT 1 LAKIN PARK - PHASE 1"

A RE-PLAT OF LOT 1 OF THE MINOR LAND DIVISION OF LAKIN PARK - PHASE 1 AS FILED IN BOOK 1588 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA BEING LOCATED IN A PORTION OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

W/C LAKIN 1B VIII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 1B AND **LAKIN PARK DISTRIBUTION CENTER ILP, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AS OWNER OF LOT 1A OF THE PROPERTY DESCRIBED HEREIN HAVE SUBDIVIDED UNDER THE NAME OF FINAL PLAT OF **LOT 1 LAKIN PARK – PHASE 1**, A RE–PLAT OF LOT 1 OF THE MINOR LAND DIVISION OF LAKIN PARK – PHASE 1 AS FILED IN BOOK 1588 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA BEING LOCATED IN A PORTION OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID FINAL PLAT OF **LOT 1 LAKIN PARK – PHASE 1** AND HEREBY DECLARE THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

W/C LAKIN 1B VIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE CITY NON–EXCLUSIVE EMERGENCY ACCESS EASEMENTS ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN LOT 1B DESIGNATED AS EMERGENCY ACCESS EASEMENT AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN. THE ACCESS EASEMENTS DEDICATED HEREIN ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, AND (III) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS. OWNER SHALL MAINTAIN THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS ROAD AS NEEDED TO HAVE AN EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE EMERGENCY ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE EMERGENCY ACCESS EASEMENT AREA.

LAKIN PARK DISTRIBUTION CENTER, LLP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE CITY NON–EXCLUSIVE EMERGENCY ACCESS EASEMENTS ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN LOT 1A DESIGNATED AS EMERGENCY ACCESS EASEMENT AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN. THE ACCESS EASEMENTS DEDICATED HEREIN ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, AND (III) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS. OWNER SHALL MAINTAIN THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS ROAD AS NEEDED TO HAVE AN EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE EMERGENCY ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE EMERGENCY ACCESS EASEMENT AREA.

IN WITNESS WHEREOF:

W/C LAKIN 1B VIII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 1B AND **LAKIN PARK DISTRIBUTION CENTER ILP, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AS OWNER OF LOT 1A OF THE PROPERTY DESCRIBED HEREIN HAVE CAUSED THEIR RESPECTIVE NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE AUTHORIZED AGENTS LISTED BELOW:

W/C LAKIN 1B VIII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

BY: W/C LAKIN JV VIII, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: W LAKIN INVESTORS VIII, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS AUTHORIZED MEMBER

BY: WALTON ACQUISITION HOLDINGS VIII, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: WALTON STREET REAL ESTATE FUND VIII, L.P.,
A DELAWARE LIMITED PARTNERSHIP,
ITS MANAGING MEMBER

BY: WALTON STREET MANAGERS, VIII, L.P.,
A DELAWARE LIMITED PARTNERSHIP,
ITS GENERAL PARTNER

BY: WSC MANAGERS VIII, INC.,
A DELAWARE CORPORATION,
ITS GENERAL PARTNER

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ON _____, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____, THE _____ OF WSC MANAGERS VIII, INC., A DELAWARE CORPORATION, WHICH IS THE GENERAL PARTNER OF WALTON STREET MANAGERS, VIII, L.P., A DELAWARE LIMITED PARTNERSHIP, WHICH IS THE GENERAL PARTNER OF WALTON STREET REAL ESTATE FUND VIII, L.P., A DELAWARE LIMITED PARTNERSHIP, WHICH IS THE MANAGING MEMBER OF WALTON ACQUISITION HOLDINGS VIII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, WHICH IS THE SOLE MEMBER OF W LAKIN INVESTORS VIII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, WHICH IS THE AUTHORIZED MEMBER OF W LAKIN JV VII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, WHICH IS THE SOLE MEMBER OF W/C LAKIN 1B VIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY ON BEHALF OF W/C LAKIN 1B VIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND THAT BY HIS SIGNATURE ON THIS INSTRUMENT, W/C LAKIN 1B VIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY EXECUTED THE INSTRUMENT.

GIVEN MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2022.

_____
NOTARY PUBLIC

PRINTED NAME_____

MY COMMISSION EXPIRES:_____

LAKIN PARK DISTRIBUTION CENTER ILP, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

BY: INSTITUTIONAL LOGISTICS PARTNERS, L.L.C.,
A CALIFORNIA LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: BENTALLGREENOAK (U.S.), LIMITED PARTNERSHIP
A DELAWARE LIMITED PARTNERSHIP,
ITS MANAGER

BY: BENTALLGREENOAK (U.S.) GP, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: SUN LIFE INVESTMENT MANAGEMENT U.S., INC.
A DELAWARE CORPORATION,
ITS MANAGER

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON _____, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____, THE _____ OF SUN LIFE INVESTMENT MANAGEMENT U.S., INC., A DELAWARE CORPORATION, WHICH IS THE MANAGER OF BENTALLGREENOAK (U.S.) GP, L.L.C, A DELAWARE LIMITED PARTNERSHIP, WHICH IS THE GENERAL PARTNER OF BENTALLGREENOAK (U.S.), LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, WHICH IS THE MANAGER OF INSTITUTIONAL LOGISTICS PARTNERS, L.L.C., A CALIFORNIA CORPORATION, WHICH IS THE SOLE MEMBER OF LAKIN PARK DISTRIBUTION CENTER ILP, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY ON BEHALF OF LAKIN PARK DISTRIBUTION CENTER ILP, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND THAT BY HIS SIGNATURE ON THIS INSTRUMENT, LAKIN PARK DISTRIBUTION CENTER ILP, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY EXECUTED THE INSTRUMENT.

GIVEN MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2022.

_____
NOTARY PUBLIC

PRINTED NAME_____

MY COMMISSION EXPIRES:_____

APPROVALS

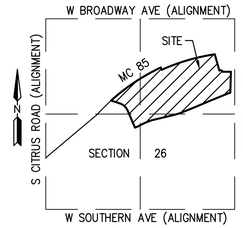
APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2022.

BY: _____
JOE PIZZILLO MAYOR

ATTEST: _____
DARCIE MCCRACKEN CITY CLERK

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2022.

BY: _____
SUMEET MOHAN CITY OF ENGINEER



VICINITY MAP

NOT TO SCALE

SHEET INDEX

FP01	COVER SHEET, VICINITY MAP & LEGAL DESCRIPTION
FP02	NOTES
FP03–FP04	PLAN SHEETS

OWNER/CLIENT LOT 1B

W/C LAKIN 1B VIII, L.L.C.
200 W MADISON ST, STE 1625
CHICAGO IL 60606
CONTACT: NATHAN HUBBELL
PHONE: (602) 301–7025

OWNER/CLIENT LOT 1A

LAKIN PARK DISTRIBUTION CENTER ILP, LLC
100 WILSHIRE BLVD., SUITE 270
SANTA MONICA, CA 90401
CONTACT: MICHAEL CHUKWUEKE
PHONE: (310) 382–9846

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490–0535
CONTACT: BRIAN J. BENEDICT, RLS

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2–PERCENT–ANNUAL–CHANCE FLOODPLAIN, AREAS OF 1–PERCENT–ANNUAL–CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C2140L AND 04013C2145M, PANEL NUMBER 2140 OF 4425 AND 2145 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "AH" WITH A DEFINITION OF: 1–PERCENT–ANNUAL–CHANCE SHALLOW FLOODING WITH A CONSTANT WATER–SURFACE ELEVATION (USUALLY AREAS OF PONDING) WHERE AVERAGE DEPTHS ARE BETWEEN 1 AND 3 FEET. BFES DERIVED FROM DETAILED HYDRAULIC ANALYSES ARE SHOWN AT SELECTED INTERVALS WITHIN THIS ZONE. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS APPLY. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C2140L AND 04013C2145M, PANEL NUMBER 2140 OF 4425 AND 2145 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "A" WITH A DEFINITION OF: 1–PERCENT–ANNUAL–CHANCE (BASE FLOOD) FLOODPLAINS THAT ARE DETERMINED FOR THE FLOOD INSURANCE STUDY (FIS) BY APPROXIMATE METHODS OF ANALYSIS. BECAUSE DETAILED HYDRAULIC ANALYSES ARE NOT PERFORMED FOR SUCH AREAS, NO BASE FLOOD ELEVATIONS (BFES) OR DEPTHS ARE SHOWN IN THIS ZONE. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS APPLY. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C2140L AND 04013C2145M, PANEL NUMBER 2140 OF 4425 AND 2145 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

BASIS OF BEARING

BASIS OF BEARING IS S00°23'47"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

SURVEYOR'S CERTIFICATION:

I, BRIAN J. BENEDICT, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MINOR LAND DIVISION CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION AND IT MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEY DURING THE MONTH OF MARCH, 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS# 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
10/7/22
ARIZONA, U.S.A.

NOTE:
A.R.S. 32–151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

LOT 1 LAKIN PARK - PHASE 1
GOODYEAR, ARIZONA
FINAL PLAT

STATUS:
PROJ. NO.: 1981
DATE: OCT 2022
SCALE: NONE
DRAWN: RG
APPROVED: BJB
MUNICIPAL TRACKING NO:

DWG. NO.
FP01
SHT. 1 OF 4

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U:\1900\1981\SURVEY\PLAT\1981-PH1-FP01.dwg 10/7/2022 11:19 AM

LEGAL DESCRIPTION

LOT 1 OF THE MINOR LAND DIVISION FOR LAKIN PARK – PHASE 1 RECORDED IN BOOK 1588 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA.

REFERENCE DOCUMENTS

1. RECORD OF SURVEY BOOK 638, PAGE 33, MCR
2. RECORD OF SURVEY BOOK 829, PAGE 04, MCR
3. RECORD OF SURVEY BOOK 1011, PAGE 25, MCR
4. MINOR LAND DIVISION BOOK 1341, PAGE 19, MCR
5. MINOR LAND DIVISION BOOK 1588, PAGE 30, MCR

NOTES

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.
2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
3. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON THE PROPERTY.
4. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND, EXCLUDING POWER LINES 69 KV AND LARGER.
5. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
6. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
7. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
8. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
9. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.
10. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
11. CROSS ACCESS FOR VEHICULAR AND PEDESTRIAN TRAFFIC IS PROVIDED ACROSS LOTS 1A AND 1B AS DEFINED WITHIN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKIN PARK PHASE 1 RECORDED IN DOCUMENT NO. 2022-0543036 RECORDS OF MARICOPA, ARIZONA.

LOT TABLE				
LOT NO.	AREA (SQ.FT)	AREA (ACRES)	OWNERSHIP	MAINTENANCE
LOT 1A	2,086,092	47.8901	LAKIN PARK DISTRIBUTION CENTER ILP, LLC	LAKIN PARK DISTRIBUTION CENTER ILP, LLC
LOT 1B	1,547,107	35.5167	W/C LAKIN 1B VIII, L.L.C.	W/C LAKIN 1B VIII, L.L.C.

UTILITY PROVIDERS	
SEWER	GOODYEAR
WATER	GOODYEAR
FIRE	GOODYEAR
ELECTRIC	APS
NATURAL GAS	SW GAS & EL PASO NATURAL GAS
TELEPHONE	CENTURY LINK

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date signed 10/7/22
ARIZONA, U.S.A.

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
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PHOENIX, AZ 85016 www.hilgartwilson.com

LOT 1 LAKIN PARK - PHASE 1

GOODYEAR, ARIZONA

FINAL PLAT

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STATUS:

PROJ. NO.: 1981
DATE: OCT 2022
SCALE: NONE
DRAWN: RG
APPROVED: BJB

MUNICIPAL TRACKING NO:

DWG. NO.
FP02
SHT. 2 OF 4

NORTH QUARTER CORNER SECTION 26, TOWNSHIP 1 NORTH, RANGE 2 WEST FOUND 3" COG BRASS CAP IN HAND HOLE

S89°38'13"E 2648.37'

NORTHEAST CORNER SECTION 26, TOWNSHIP 1 NORTH, RANGE 2 WEST FOUND 3" MCDOT BRASS CAP IN HAND HOLE, P.O.C.

S89°45'41"E 2639.98'

NORTH QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 2 WEST, CALCULATED POSITION

100' R/W PER BOOK 04, PAGE 22, MCR

MC 85

R=5641.47' D=15°25'54" L=1519.43'

L=1457.95'

L=20.03'

C41 C42 C40 L20 C38 C39

R=670.74' D=9°34'42" L=179.00'

S20°22'25"E 247.00'

S20°06'40"E 658.14'

N20°06'40"W 701.19'

C8

S13°06'37"E RADIAL

S88°32'54"E 244.31'

P.O.B. LOT 1A

L1

S01°33'07"W 377.62'

350.39'

377.55'

1486.39'

S00°24'12"W 2642.23'

S COTTON LANE

R/W PER DOC #2003-1285023, MCR

QUANTUM HOLDINGS 4 LLC DOC #2020-0039216, MCR (NOT A PART OF THIS PLAT)

W/C LAKIN OWNER VIII, LLC DOC #2020-0923365, MCR (NOT A PART OF THIS PLAT)

200' ROADWAY DOC #2005-0588545, MCR

LOT 1A

PRIVATE ACCESS EASEMENT PER DOC. #2022-0543036, MCR

EMERGENCY ACCESS EASEMENT DEDICATED HEREON

UTILITY EASEMENT PER DOC. #2022-0543036, MCR

DRAINAGE EASEMENT PER DOC. #2022-0543036, MCR

20' SEWER EASEMENT DOC. #2021-0686180, MCR

10' FIRELINE EASEMENT PER DOC. #2022-0543036, MCR

T.C.E. PER DOC #2006-1153901, MCR

DRAINAGE EASEMENT PER DOC #2006-1153900, MCR

R=73.50' D=21°27'04" L=27.52'

C37 C36 C35 C34 L36 L35 L34 L32 L33 C33 C32

DRAINAGE EASEMENT DOC. #2021-0942972, MCR

WATER EASEMENT PER 84T-10103, PAGE 664, MCR

SEE DETAIL "A"

APN 502-49-013M (CITY OF GOODYEAR) (NOT A PART OF THIS PLAT)

SEE SHEET 4

SEE SHEET 4

N69°53'20"E 1252.36'

S69°53'20"W 2395.33'

499.00'

S67°55'46"W 499.00'

R/W CANAL PER BOOK 122, PAGE 167, MCR

S67°09'12"W 507.66'

BUCKEYE CANAL

BUCKEYE WATER CONSERVATION & DRAIN DIST DKT. 09318, PAGE 64, MCR (NOT A PART OF THIS PLAT)

WATER AND SEWER EASEMENT DOC. #2021-0686178, MCR

30' SEWER EASEMENT

L21 L=5.44' 27.24'

L22 L23 C1 L24 13.65' L=44.61'

L2 C2 L10

TRACT A BK. 1588, PG. 30 (NOT A PART)

L5 L4 C3 C4 C5 L8 L9 L11 C6

L6 L7 L3 L13 L12

20' SEWER EASEMENT DOC. #2021-0686180, MCR

SEWER EASEMENT DOC. #2021-0688162, MCR

TRACT B BK. 1588, PG. 30 (NOT A PART)

SEWER EASEMENT DOC. #2021-0686180, MCR

DRAINAGE EASEMENT DOC. #2021-0942972, MCR

DETAIL: A

N

100 50 0 100 200

SCALE: 1" = 100 FEET

EAST QUARTER CORNER SECTION 26, TOWNSHIP 1 NORTH, RANGE 2 WEST FOUND 3" MCDOT BRASS CAP IN HAND HOLE

N89°41'12"W 2643.74'

S00°23'47"W 2641.83'

COMMON CORNER SECTION 26 & SECTION 25, TOWNSHIP 1 NORTH, RANGE 2 WEST FOUND 2" BRASS CAP

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	85.00'	16°14'40"	24.10'
C2	73.00'	36°14'43"	46.18'
C3	47.00'	56°52'40"	46.66'
C4	73.00'	47°09'56"	60.09'
C5	7.00'	153°59'21"	18.81'
C6	40.00'	77°35'11"	54.17'
C8	79.50'	83°52'52"	116.39'
C32	168.00'	68°32'56"	201.00'
C33	200.00'	68°20'13"	238.54'
C34	50.00'	77°26'07"	67.58'
C35	480.00'	12°33'53"	105.26'
C36	520.00'	11°09'58"	101.34'
C37	50.00'	79°30'12"	69.38'
C38	440.00'	11°34'58"	88.95'
C39	400.00'	14°27'00"	100.88'
C40	60.00'	6°39'41"	6.98'
C41	68.50'	6°28'57"	7.75'
C42	5641.47'	0°25'16"	41.46'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°35'48"W	114.37'
L2	S46°38'22"W	45.52'
L3	S67°16'19"W	2.17'
L4	N20°56'28"W	73.32'
L5	S67°16'19"W	100.00'
L6	S20°56'28"E	100.00'
L7	N67°16'19"E	100.00'
L8	N20°56'28"W	0.67'
L9	N67°16'19"E	2.98'
L10	N84°13'35"E	3.00'
L11	S05°51'55"E	40.14'
L12	S67°41'37"W	18.57'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L13	S15°09'10"E	6.10'
L20	S09°42'37"E	59.84'
L21	N88°26'53"W	71.81'
L22	S01°33'07"W	112.68'
L23	N88°26'53"W	37.11'
L24	S01°33'07"W	34.12'
L32	N01°20'24"E	122.87'
L33	S01°33'07"W	65.55'
L34	N88°26'53"W	86.46'
L35	S01°33'07"W	40.00'
L36	S88°26'53"E	86.46'

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

REGISTERED LAND SURVEYOR CERTIFICATE NO. 32222 BRIAN J. BENEDICT Date 10/7/22 signed ARIZONA, U.S.A.

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

LOT 1 LAKIN PARK - PHASE 1

GOODYEAR, ARIZONA

FINAL PLAT

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STATUS:

PROJ. NO.: 1981

DATE: OCT 2022

SCALE: AS SHOWN

DRAWN: RG

APPROVED: BJB

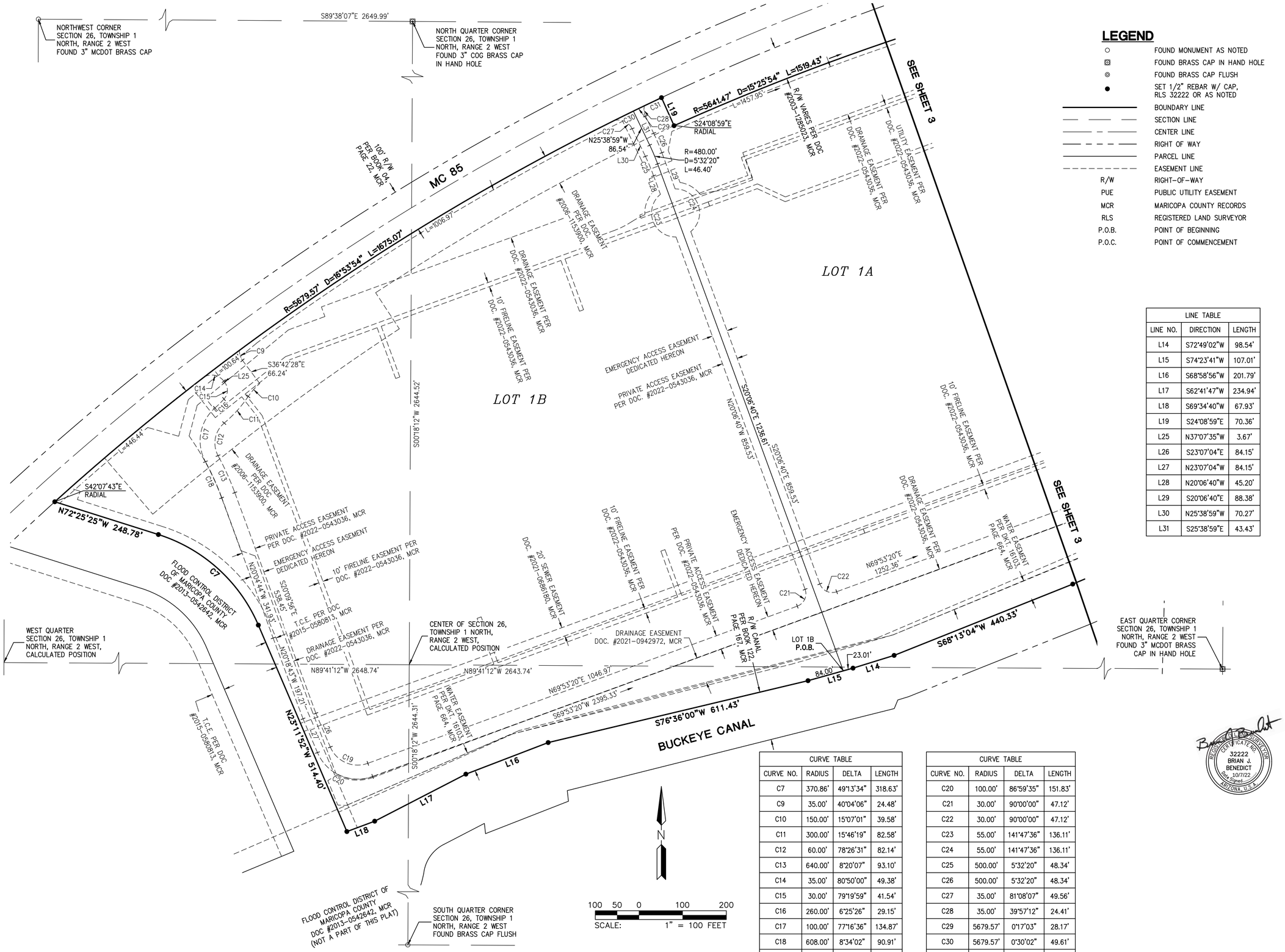
MUNICIPAL TRACKING NO:

DWG. NO.

FP03

SHT. 3 OF 4

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LEGEND

○	FOUND MONUMENT AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
— - - —	RIGHT OF WAY
———	PARCEL LINE
- - - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L14	S72°49'02"W	98.54'
L15	S74°23'41"W	107.01'
L16	S68°58'56"W	201.79'
L17	S62°41'47"W	234.94'
L18	S69°34'40"W	67.93'
L19	S24°08'59"E	70.36'
L25	N37°07'35"W	3.67'
L26	S23°07'04"E	84.15'
L27	N23°07'04"W	84.15'
L28	N20°06'40"W	45.20'
L29	S20°06'40"E	88.38'
L30	N25°38'59"W	70.27'
L31	S25°38'59"E	43.43'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C7	370.86'	49°13'34"	318.63'
C9	35.00'	40°04'06"	24.48'
C10	150.00'	15°07'01"	39.58'
C11	300.00'	15°46'19"	82.58'
C12	60.00'	78°26'31"	82.14'
C13	640.00'	8°20'07"	93.10'
C14	35.00'	80°50'00"	49.38'
C15	30.00'	79°19'59"	41.54'
C16	260.00'	6°25'26"	29.15'
C17	100.00'	77°16'36"	134.87'
C18	608.00'	8°34'02"	90.91'
C19	68.00'	86°59'35"	103.25'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C20	100.00'	86°59'35"	151.83'
C21	30.00'	90°00'00"	47.12'
C22	30.00'	90°00'00"	47.12'
C23	55.00'	141°47'36"	136.11'
C24	55.00'	141°47'36"	136.11'
C25	500.00'	5°32'20"	48.34'
C26	500.00'	5°32'20"	48.34'
C27	35.00'	81°08'07"	49.56'
C28	35.00'	39°57'12"	24.41'
C29	5679.57'	0°17'03"	28.17'
C30	5679.57'	0°30'02"	49.61'
C31	5679.57'	0°26'10"	43.24'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date signed 10/7/22
ARIZONA, U.S.A.

HILGARTWILSON
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LOT 1 LAKIN PARK - PHASE 1

GOODYEAR, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1981

DATE: OCT 2022

SCALE: AS SHOWN

DRAWN: RG

APPROVED: BJB

MUNICIPAL TRACKING NO:

DWG. NO.

FP04

SHT. 4 OF 4

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Name of Map: City of Goodyear

Description:



ITEM #: 12.
DATE: 10/24/2022
AI #:965

CITY COUNCIL ACTION REPORT

SUBJECT: TERMINATING EXISTING DEVELOPMENT AGREEMENT FOR LA JOLLA VISTA AND PUBLIC HEARING TO REZONE APPROXIMATELY 198.5 GROSS ACRES LOCATED AT THE NORTHEAST CORNER OF CITRUS AND LOWER BUCKEYE ROADS

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

SUMMARY

This is a Public Hearing to consider a Request to rezone approximately 198.5 gross acres located at the northeast corner of Citrus Road and Lower Buckeye Road from Planned Area Development (PAD) to R1-4 and R1-6 with Reduced Development Standards with a PAD Overlay.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2255, TERMINATING SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LA JOLLA VISTA AND AMENDMENTS THERETO AND DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2022-1545 RELATED TO THE REZONING CASE FOR – LA JOLLA VISTA AT WEST GOODYEAR.

2. ADOPT ORDINANCE NO. 2022-1545, CONDITIONALLY REZONING APPROXIMATELY 198.6 GROSS ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF CITRUS ROAD AND LOWER BUCKEYE ROAD TO BE KNOWN AS LA JOLLA VISTA 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; AND PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS 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 198.5 acres of property generally located at the northeast corner of Citrus Road and Lower Buckeye Road (the "Property"). The Property was zoned Planned Area Development in 2005 by Ordinance No. 2005-971 and contemplated 60' x 120', 70' x 125' and two Court home parcels with attached or detached single family homes arranged around a common motor court with a minimum lot size of 2,000 square feet as well as an elementary school site. In 2016, an amendment occurred by Ordinance No. 16-1338 which changed the land use designations of Parcels 4 and 6 from Court homes to 50' x 120' (6,000 square feet) lots, during this zoning case, the developer also agreed to restrict pedestrian connections between the Property and Durango Street. In 2017, an additional amendment occurred by Ordinance No. 17-1340 which allowed for limited access from La Jolla Vista to Durango Street for the purposes of accessing an irrigation facility which was to be located on the Property.

When the various properties known as the West Goodyear Properties, including the Property, were annexed into and/or sought to rezone their respective properties, the owners of the properties caused the preparation of regional water and wastewater master studies and amendments thereto to identify the regional water and wastewater lines that had to be constructed to serve the West Goodyear properties. The City adopted Resolution of Intention No. 06-1064 as amended by Resolution No 14-1621 and Resolution No. 16-1747 to allocate the costs of the regional water lines identified in the master water study as amended among the benefited properties (referred to herein as the "Cost Recovery Resolution – Water Delivery Lines") and adopted Resolution of Intention No. 06-1065 as amended by Resolution No 14-1622 and Resolution No. 16-1748 to allocate the costs of the regional wastewater lines identified in the master wastewater study as amended among the benefited properties (referred to herein as the "Cost Recovery Resolution – Wastewater Trunk Lines").

Summary of Rezoning Request

The current proposed rezoning seeks to replace previous zoning cases with 104.8 acres of R1-4 (Single-Family Detached), 93.6 acres of R1-6 (Single-Family) zoning districts with R1-4 Reduced Development Standards, R1-6 Reduced Development Standards and a PAD Overlay. The maximum number of dwelling units that will be developed on the Property is 736. The change in zoning does not impact the regional water and wastewater lines that are needed to serve the Property and the Property Owner is responsible for either constructing the lines identified in the cost recovery resolutions and/or paying cost recovery payment for the costs of the lines constructed by others identified in the cost recovery resolutions as benefitting the Property.

Termination of Development Agreement

Since the adoption of Resolution 05-1007 approving a Pre-Annexation Development Agreement for the Property, City Council, in an effort to facilitate the development of the

Property, has entered into a nine (9) amendments and/or restated development agreements related to the development of the property including: First Amendment to Pre-Annexation Development Agreement approved by Resolution 11-1464 and recorded at MCR No. 2011-1019669; an Amended and Restated Development Agreement (La Jolla Vista) approved by Resolution 13-1560, recorded at MCR No. 2013-0594314; First Amendment to Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 13-1589, recorded at MCR No. 2014-0040963; Second Amendment to Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 14-1629, recorded at MCR No. 2014-0334245 and re-recorded at MCR No. 2014-0373259; Third Amendment to Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 15-1708, recorded at MCR No. 2015-0457194; Fourth Amendment to Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 15-1727, recorded at MCR No. 2015-0722868; Fifth Amendment to Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 16-1740, recorded at MCR No. 2016-0060955; Second Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 2016-1751, recorded at MCR No. 2016-0288863 and First Amendment to Second Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 17-1781, recorded at MCR 2017-0077324 (collectively, the Second Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 16-1751, recorded at MCR No. 2016-0288863 and First Amendment to Second Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 17-1781, recorded at MCR 2017-0077324 are referred to as the "Existing La Jolla Vista Development Agreement"). The proposed rezoning would require yet another amendment to the Existing La Jolla Vista Development Agreement. Rather than amending the Existing La Jolla Vista Development Agreement, the rezoning ordinance includes as conditions of the rezoning the various development obligations such as dedication requirements, infrastructure requirements, in-lieu payment requirements cost recovery payments, and financial assurance requirement that would otherwise be included in a development agreement. Because the development obligations are included as a condition of rezoning, the rezoning is conditioned upon the termination of the Existing Development Agreement and Resolution 2022-1545 provides for the termination of the Existing Development Agreement.

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

Details of the Rezoning Request:

The applicant is requesting a zoning change from the currently approved La Jolla Vista Final Planned Area Development to R1-4 (Single-Family Detached) Zoning District on 104.8 and R1-6 (Single-Family) Zoning District on 93.6 acres with R1-4 Reduced Development Standards, R1-6 Reduced Development Standards and a PAD Overlay for a development to be referred to collectively as La Jolla Vista at West Goodyear.

The PAD Overlay modifies the foregoing standards as follows: all lots within the R1-4 zoned area of the development shall have a minimum lot width of 45 feet; with a minimum depth of 115-feet with the exception of corner lots and knuckle lots which may have their maximum depth reduced to 110-feet; and the minimum square footage of a lot

shall be 5,175 with the exception of corner lots and knuckle lots which may be reduced to 5,170 square feet.

The R1-4 zoned area will adhere to the R1-4 (Single Family Detached) Zoning District as modified by the R1-4 Reduced Development Standards, as modified by the PAD Overlay.

The PAD Overlay modifies the foregoing standards as follows: all lots within the R1-6 zoned area of the development shall have a minimum lot width of 50 feet; at least 35% of the lots within the R1-6 zoned area of the Property shall be at least 50-feet wide with a minimum depth of 115-feet; at least 45% of the lots within the R1-6 zoned area of the Property shall be at least 55-feet wide with a minimum depth of 120-feet; at least 5% of the lots within the R1-6 zoned area of the Property shall be at least 60-feet wide with a minimum depth of 120-feet.

The R1-6 zoned area will adhere to the R1-6 (Single Family Detached) Zoning District as modified by the R1-4 Reduced Development Standards, as modified by the PAD Overlay.

However, the PAD overlay allows as a permitted use a facility located within 200 feet of the northern boundary of the Property between 175th Avenue and 177th Avenue owned and operated by the Roosevelt Irrigation District. The site upon which such facilities are constructed shall be developed in accordance with the City of Goodyear's PFD Zoning District Standards as defined in Article 3-3-6 Commercial Districts Standards.

Additionally, all residential lots along the northern perimeter of the Property, platted within 100 feet of the Durango Street right-of-way, shall be at least 60-feet wide. The total number of residential units within the Property is limited to 736.
The proposed rezoning requires additional amenity elements, connectivity elements and streetscape elements be provided. The proposed zoning ordinance includes stipulations requiring these amenity elements, connectivity elements and minimum streetscape elements be provided. They include the following:

To meet the two (2) required Amenity Elements, the development will:

- Additional Park Space - An 8.3-acre centralized park and amenity center located at the heart of the Property shall be developed.
- Additional Park Amenities - The centralized park shall provide localized usable active open space area and shall include all of the following resident and recreational amenities: A splash pad with shaded perimeter seating; restroom facility; a minimum of two (2) Pickleball courts; basketball court; dog park; resort style pool that includes at least one lap lane (may be contained within two pools); gas fire pit; game lawn with games such as cornhole, bocce ball or the like; ramada with shade and a barbeque grill; decorative split rail fencing adjacent to parking areas and public/private streets; Open play turf areas; Shaded or trellised seating areas; and shaded tot lot;. The Final elements of the Additional Amenities shall be refined with staff to collectively be of an equal or greater quality to those described above.

In order to meet the four (4) required Connectivity Elements, the development will:

- Be Considered In-fill:
    - Project will be considered in-fill.
- Provide Trail System Connections that include:
    - Construct along Citrus Road a 5-foot-wide landscape strip; an 8-foot wide

concrete sidewalk adjacent to the landscape strip; a 5-foot-wide landscape strip adjacent to the sidewalk with shade trees planted 25-feet on center adjacent to the concrete sidewalk; a bridle trail consisting of two (2) decomposed granite 5-foot wide single treads both lined with concrete header or one (1) 10-foot wide bi-directional trail; the bridle trail(s) shall be lined with concrete header if placed in a retention basin, stormwater channel, conveyance channel or similar water conveyance or retention feature; these enhancements shall be constructed when the Citrus Road Improvements are to be constructed and the Zoning Administrator may modify the dimensions and spacing requirements above in the event of a utility conflict if the enhancement is collectively equal or greater in quality to those described above.

· Provide Lot Diversity:
  o Based on the provisions found within the PAD Overlay, La Jolla Vista will have approximately 78% of the lots exceed the required minimum lot width. Approximately 47% of the site will compromise of lots that are 45-feet wide by 115-feet deep; approximately 27% of the site will comprise of lots that are 55-feet wide by 120-feet deep; and approximately 4% of the site will comprise of lots that are 60-feet wide by 120-feet deep. In order to ensure lot diversity within By way of comparison a standard R1-4 Reduced lot may be as small as 40-feet wide by 100-feet deep or 4,000 square feet and the standard R1-6 Reduced lot may be as small as 50-feet wide by 100-feet deep or 5,000 square feet.
· Limited Subdivision of Perimeter Wall:
  o Perimeter walls around the Property shall only be constructed along the rear of the residential lots and decorative split rail fencing will be provided along the outer perimeter following Citrus Road and Lower Buckeye Road as well as large landscaped areas to break up the visual of the rear individual lot walls.

The Streetscape Elements are not finalized until the preliminary plat review. However, in order to meet the four (4) Streetscape Elements, the development plans to:

· Provide Detached Sidewalks - 6-foot-wide planter adjacent to all roads in interior of the development with HOA maintained landscape strips.
· Provide Additional Streetscape Elements - Decorative pavers, colored concrete and/or stamped concrete, and/or other material as approved by the Zoning Administrator, Engineering and Public Works, shall be used on all driveway on all lots within the development (between the sidewalk and the house).
· Provide Additional Streetscape Elements – Decorative pavers, colored concrete and/or stamped concrete, and/or other material as approved by the Zoning Administrator, Engineering and Public Works, will be used at all entryways into the development off of Citrus Road and Lower Buckeye Road.
· Provide West Goodyear Streetscape Designs –
  o The primary and secondary entrances to the community incorporate enhanced collector designs that include bike lanes, landscaped medians, and detached sidewalks.
  o A white crossbuck split rail fence is included at both the primary and secondary entrances and at hard-exterior corners.
  o Perimeter wall along Citrus Road will complement and be consistent with the design elements established by Las Brisas. Perimeter areas will also be

landscaped, and many locations include the white crossbuck split rail fence.
o Farm/agricultural and rustic elements such as the trellis structures are incorporated at the primary and secondary entry monuments.
o Landscape planting creates the sense of agricultural planting through linear and structured placement.
o The signage at the primary and secondary entry monuments will read “La Jolla Vista at West Goodyear”

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 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 definition is the allowance for a wide range of densities and housing products. We believe allowing flexibility in this regard enables the City to be responsive to planning needs in the City. It also allows for homebuilders to be creative in the type of communities they develop. This community will 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. This is a combination that many homebuyers are looking for, and we’re going to be able to provide it in an excellent 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 Develop 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.

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 provides an opportunity to create an outstanding residential community. The land is generally flat and will provide storm water management through on-site retention basins and participation with regional flows along Citrus Road. The channel near Citrus Road will provide recreation amenities with an equestrian trail and adjacent pedestrian paths which are part of the overall bicycle and pedestrian circulation.

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

surrounding uses and zoning.

La Jolla Vista at West Goodyear is located in a growing area of West Goodyear with adjacent properties reflecting similar or higher density zoning designations. Parcels that are within the City's boundaries, within this area of Goodyear are either currently zoned or being rezoned to smaller single-family residential units. This includes Pradera to the west and Citrus Park to the southwest as well as nearby Amber Meadows, La Privada, Silva Trails, Paseo Place and Las Ventanas. Parcels along the east are similar in nature and north of the property are larger lot single family residential units. The development of La Privada will provide and improve the necessary infrastructure including construction of collector and arterial roadways and extension of City of Goodyear water and 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)) and Cottonflower (zoned PAD);

South – Vacant Neighborhood Commercial (zoned C-1), Agua Fria Union High School District vacant site (zoned R1-6), Vacant The Artesian at West Goodyear (Cotton Commons) (zoned MF-12 and MF-24);

East – Cottonflower (zoned PAD) and Sin Lomas (zoned PAD);

West – Pradera (zoned R1-4 and R1-6);

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.

La Jolla Vista at West Goodyear 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 north boundaries are within unincorporated Maricopa County and are zoned RU-43 with single family homes. There is a landscape strip, owned by the developers, that will be developed within the county as well as an existing country roadway between the county residential and the planned La Jolla Vista at West Goodyear residential. Additionally, in order to provide a more sensitive transitional space between these larger lots and proposed lots, La Jolla Vista at West Goodyear will require all residential lots along the northern perimeter of the Property, platted within 100 feet of the Durango Street right-of-way, to be at least 60-feet wide.

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.

Luke Air Force Base:

The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the property does fall within the Luke Air Force Base Military Vicinity boundary thus disclosure statements shall be required as a condition of approval.

Phoenix-Goodyear Airport:

The property does not fall within the Phoenix-Goodyear Airport DNL.

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.

Per the General Plan this community falls within the Neighborhoods land-use. Entitlement of the subject property with PAD zoning will meet the demand for residential development.

Developers have indicated the current Arizona housing market indicates the Phoenix Metro area needs hundreds-of-thousands of 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 could allow lots to be platted and sold to developers and homebuyers more quickly, bringing more residents into Goodyear and contribute to the City's tax base.

La Jolla Vista at West Goodyear 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 La Jolla Vista at West Goodyear brings with it planned amenities. Recent West Goodyear development activity with Pradera, Citrus Park, Silva Trails 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 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	5.37	2.69	5.82	2.91	Fire Station #182	11.51	5.76	11.96	5.98

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 primarily from Citrus Road and Lower Buckeye Road. 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 city of Goodyear water and wastewater utilities.

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. We do not anticipate any potential adverse fiscal impacts resulting from development of this property.

8. General public concerns.

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

An in-person neighborhood meeting was conducted for this proposal on March 31, 2022. Notice of the neighborhood meeting was sent to property owners within 500 feet of the property to provide ample opportunity for input prior to noticing the public hearing itself, those notices were mailed on March 12, 2022; a sign advertising the neighborhood meeting was posted to the site on March 15, 2022. During the neighborhood meeting, residents asked questions about regional traffic concerns, building heights and transition to their properties from Durango Street. No formal opposition has since been received.

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 October 12, 2022 appeared in the Arizona Republic Southwest Valley Edition September 23, 2022; postcards were mailed to adjoining owners on September 22, 2022; and the sign(s) on the site were updated on September 27, 2022 to notify residents of the scheduled public hearings.

On October 12, 2022, the Planning and Zoning Commission held a public hearing for this item. After staff presentation, two county residents spoke briefly to the Commission. One county resident spoke largely about a desire for solid block walls along the boundary of the homes that abut Durango Street. Another county resident spoke largely about a desire for a single-family home restriction along the boundary of the property that abuts Durango Street. The Planning and Zoning Commission voted (5-0) to recommend approval, subject to the proposed stipulations.

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 within West Goodyear, the bringing forward of La Jolla Vista at West Goodyear allows expansion of the City 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 well-designed community within the heart of West Goodyear.

Attachments

Resolutions and Exhibits

Ordinance

Aerial Exhibit

Narrative

Presentation

RESOLUTION NO. 2022-2255

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, TERMINATING SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LA JOLLA VISTA AND AMENDMENTS THERETO AND DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2022-1545 RELATED TO THE REZONING CASE FOR – LA JOLLA VISTA 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 and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2016-0288863 as amended by the First Amendment to Second Amended and Restated Development Agreement for La Jolla Vista recorded at MCR 2017-0077324 as set forth herein:

- The City Manager is authorized to execute a Termination of La Jolla Vista Development Agreement substantially in the form attached hereto as Exhibit I 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 La Jolla Vista 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 2022-1545, which is thirty (30) days from the date the ordinance is adopted by the City Council and made available to the public.

SECTION 1. That certain document titled “Official Supplementary Zoning Map No. 21-17 City of Goodyear, AZ – Rezone Case,” a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled “La Jolla Vista,” a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

That certain document titled “La Jolla Vista R1-4 Parcel,” a copy of which is attached hereto as Exhibit C, is hereby declared a public record.

That certain document titled La Jolla Vista R1-6 Parcels,” a copy of which is attached hereto as Exhibit D, is hereby declared a public record.

That certain document titled “La Jolla Vista Conceptual Wall Program”, “a copy of which is attached hereto as Exhibit E, is hereby declared a public record.

That certain document titled La Jolla Vista Proposed Phasing Plan, a copy of which is attached hereto as Exhibit F is hereby declared a public record.

That certain document titled “La Jolla Vista Main Park Amenity,” a copy of which is attached hereto as Exhibit G, is hereby declared a public record.

That certain document titled “La Jolla Vista Monuments,” a copy of which is attached hereto as Exhibit H is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2022-1545.

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:

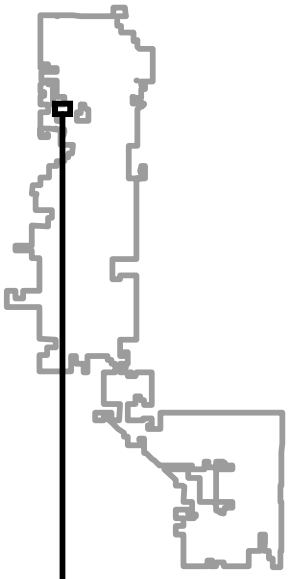
_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-17

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 _____, 2022.

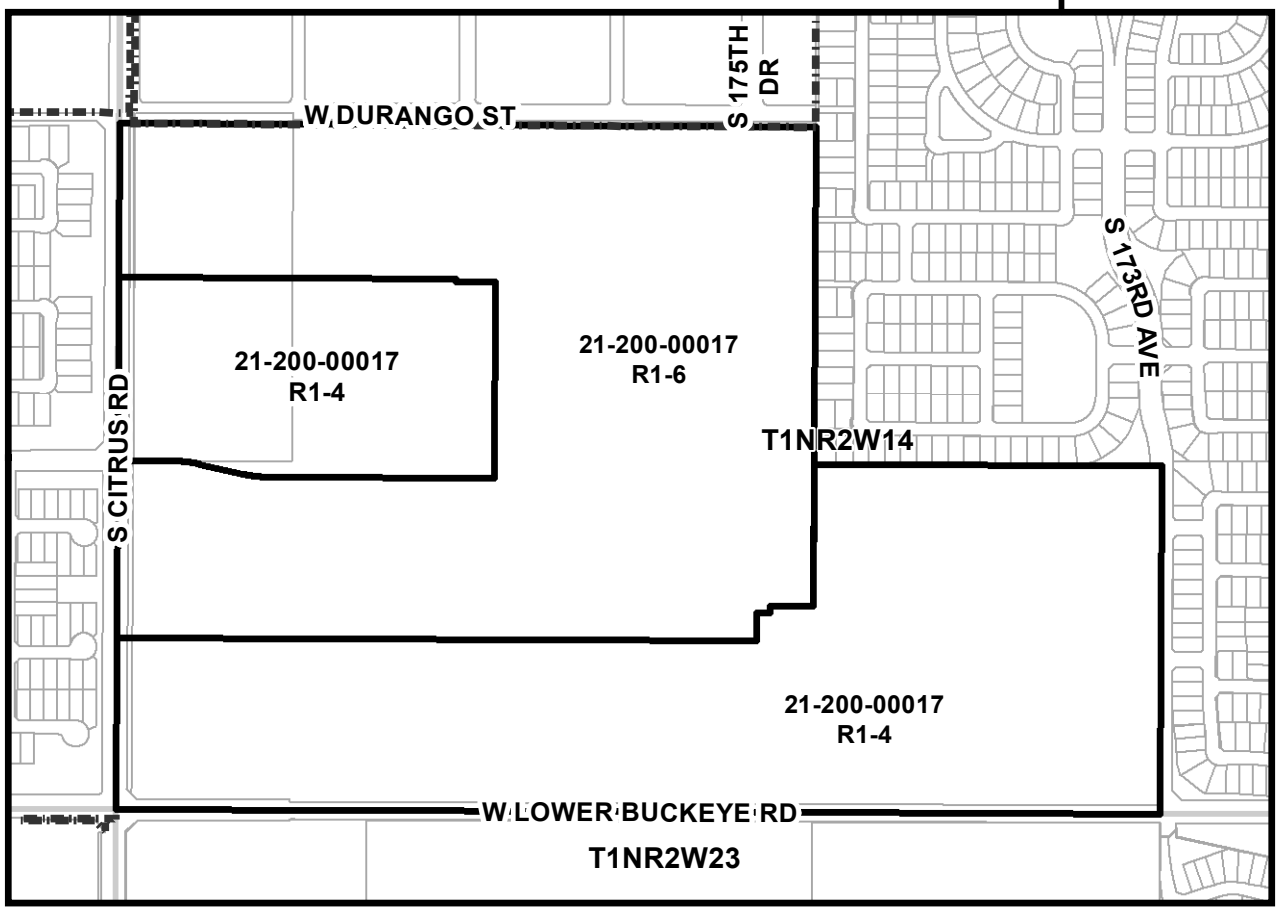


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of the Southwest Quarter Section 14, 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	REZONE FROM PAD TO R1-4 & R1-6 WITH PAD OVERLAY 21-200-00017	DATE: June 2022
A		

EXHIBIT "B"
LA JOLLA VISTA

Job No. 20-1595 April 20, 2022

A portion of the South Half of Section 14, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at an aluminum cap at the West quarter-corner of said Section 14, from which an aluminum cap at the Southwest corner of Section 14, Township 1 North, Range 2 West bears South 00 degrees 00 minutes 00 seconds West, 2649.42 feet;

Thence along the West line of the Southwest quarter of said section 14, South 00 degrees 00 minutes 00 seconds West, 40.00 feet to the **POINT OF BEGINNING**;

thence along a line parallel with and 40.00 feet South of the North line of said Southwest quarter, North 89 degrees 58 minutes 35 seconds East, 2645.54 feet to the East line of the Southwest quarter of said section 14;

thence along said East line, South 00 degrees 00 minutes 10 seconds East, 1283.54;

thence, departing said East line North 89 degrees 56 minutes 37 seconds East, 1321.46 feet;

Thence South 00 Degrees 04 Minutes 22 Seconds East, 1322.79 Feet to a point on the south line of the Southeast quarter of said section 14;

Thence along the South line of the Southeast quarter, South 89 Degrees 54 Minutes 39 Seconds West, 1323.08 Feet to the South quarter corner of said section 14;

Thence along said south line, South 89 Degrees 55 Minutes 33 Seconds West, 2645.66 Feet to the Southwest quarter corner of said section 14;

Thence along the West line of the Southwest quarter, North 00 Degrees 00 Minutes 00 Seconds East, 2609.42 Feet, to the **POINT OF BEGINNING**.

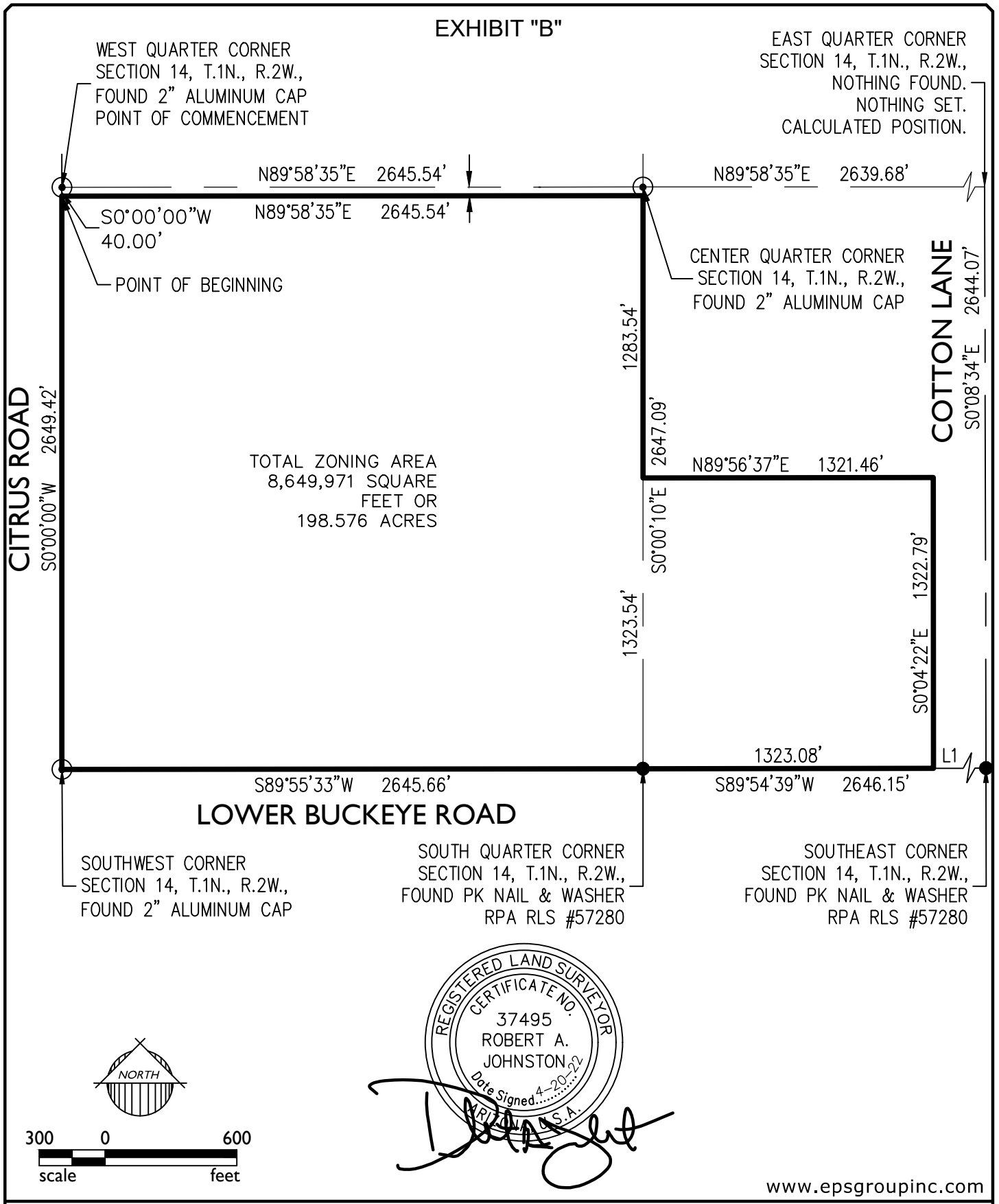
Said portion of land containing 8,649,971 square feet, or 198.576 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.



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EXHIBIT "B"



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20-1595

EXHIBIT "B"

LA JOLLA VISTA

EPS GROUP

EXHIBIT "C"
LA JOLLA VISTA
R1-4 PARCEL

Job No. 20-1595 April 21, 2022

PARCEL NO. 2

A portion of the Southwest quarter of Section 14, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at an aluminum cap at the West quarter-corner of said Section 14, from which an aluminum cap at the Southwest corner of Section 14, Township 1 North, Range 2 West bears South 0 degrees 00 minutes 00 seconds West, 2649.42 feet;

thence along the west line of the Southwest quarter of said section 14 South 0 degrees 00 minutes 00 seconds West, 625.08 feet to the **POINT OF BEGINNING**;

thence, departing said west line North 89 degrees 58 minutes 53 seconds East, 1279.97 feet;

thence South 0 degrees 01 minutes 07 seconds East, 9.99 feet;

thence North 89 degrees 58 minutes 53 seconds East, 150.00 feet;

thence South 0 degrees 01 minutes 07 seconds East, 747.96 feet;

thence South 89 degrees 55 minutes 33 seconds West, 847.77 feet to the beginning of a curve, concave Northeast, having a radius of 500.00 feet;

thence Northwesterly 107.25 feet along the arc of said curve through a central angle of 12 degrees 17 minutes 22 seconds;

thence North 77 degrees 47 minutes 05 seconds West, 171.32 feet to the beginning of a curve, concave Southwest, having a radius of 500.00 feet;

thence Northwesterly 106.60 feet along the arc of said curve through a central angle of 12 degrees 12 minutes 55 seconds;

thence West, 202.76 feet;

thence North, 699.69 feet to the **POINT OF BEGINNING**.

Said portion of land containing 1,060,103 square feet, or 24.3366 acres, more or less. acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the State, Country and/or Municipality, or any other land division restrictions.

PARCEL NO. 3

A portion of the South half of Section 14, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at an aluminum cap at the West quarter-corner of said Section 14, from which an aluminum cap at the Southwest corner of Section 14, Township 1 North, Range 2 West bears South 0 degrees 00 minutes 00 seconds West, 2649.42 feet;

thence along the west line of the Southwest quarter of said section 14 North 0 degrees 00 minutes 00 seconds East, 1994.42 feet to the **POINT OF BEGINNING**;

thence, departing said west line North 89 degrees 55 minutes 33 seconds East, 2431.28 feet;

thence North 0 degrees 04 minutes 27 seconds West, 103.00 feet;

thence North 89 degrees 55 minutes 33 seconds East, 50.00 feet;

thence North 0 degrees 04 minutes 27 seconds West, 27.34 feet;

thence North 89 degrees 59 minutes 50 seconds East, 164.51 feet to a point on the east line of the Southwest quarter of said section 14;

thence along said East line, North 00 degrees 00 minutes 10 seconds West, 538.41;

thence, departing said East line North 89 degrees 56 minutes 37 seconds East, 1321.46 feet;

Thence South 00 Degrees 04 Minutes 22 Seconds East, 1322.79 Feet to a point on the south line of the Southeast quarter of said section 14;

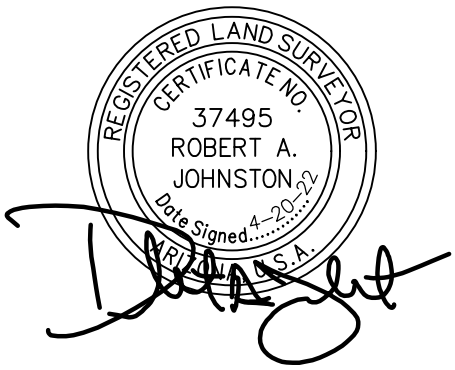
Thence along the South line of the Southeast quarter, South 89 Degrees 54 Minutes 39 Seconds West, 1323.08 Feet to the South quarter corner of said section 14;

Thence along said south line, South 89 Degrees 55 Minutes 33 Seconds West, 2645.66 Feet to the Southwest corner of said section 14;

Thence along the West line of the Southwest quarter, North 00 Degrees 00 Minutes 00 Seconds East, 655.00 Feet, to the **POINT OF BEGINNING**.

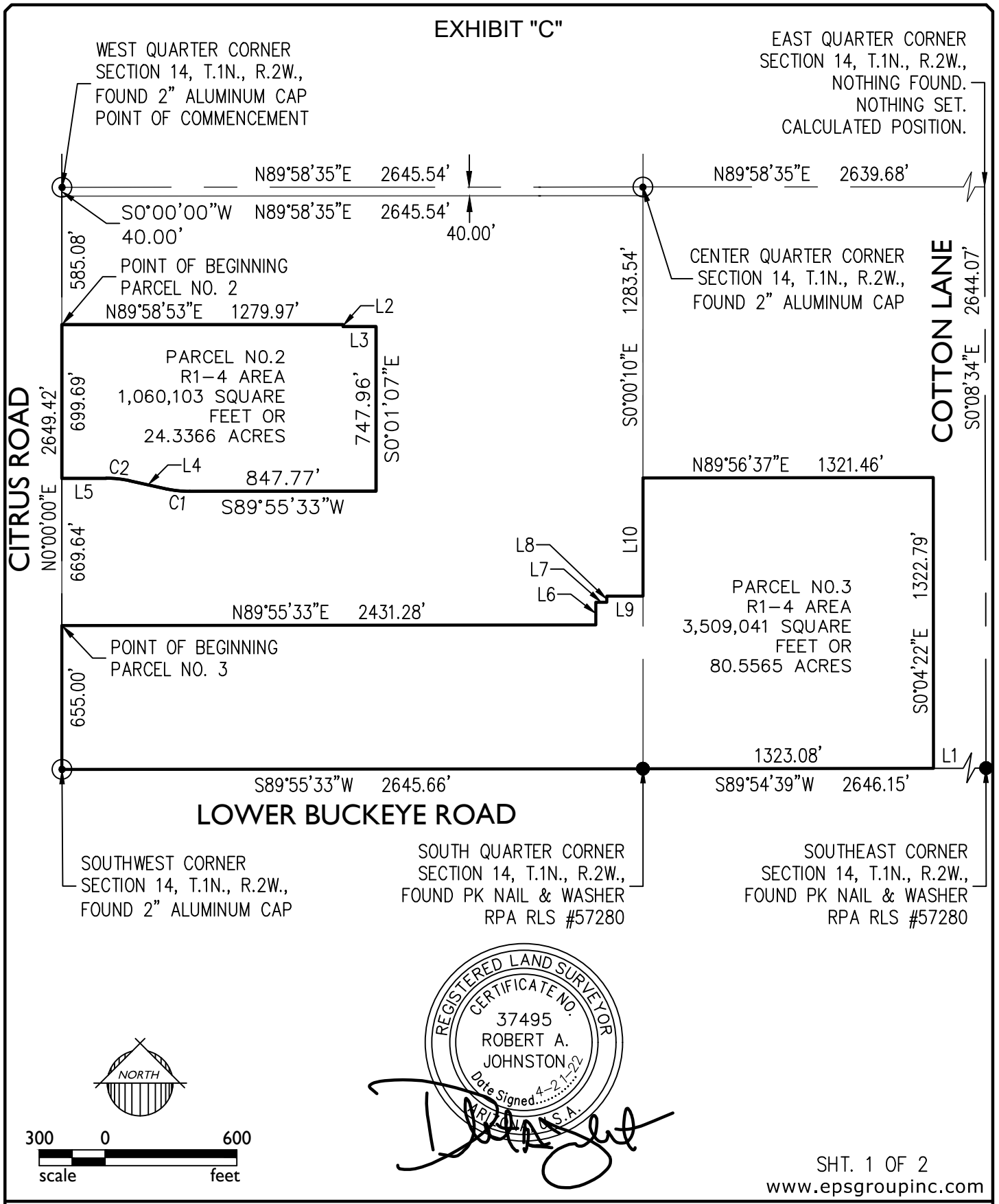
Said portion of land containing 3,509,041 square feet, or 80.5565 acres, more or less. acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the State, Country and/or Municipality, or any other land division restrictions.



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EXHIBIT "C"



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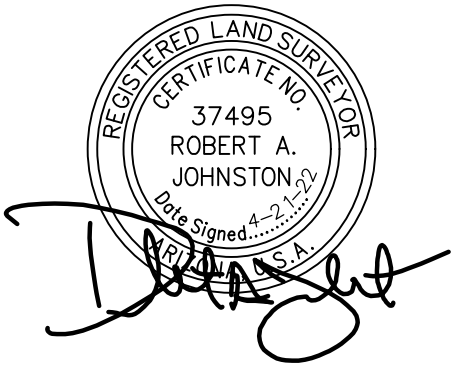
20-1595

EXHIBIT "C"

LA JOLLA VISTA
R1-4 PARCELS

EPS GROUP

EXHIBIT "C"



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°54'39"W	1323.08'
L2	S00°01'07"E	9.99'
L3	N89°58'53"E	150.00'
L4	N77°47'05"W	171.32'
L5	S90°00'00"E	202.76'
L6	N00°04'27"W	103.00'
L7	N89°55'33"E	50.00'
L8	N00°04'27"W	27.34'
L9	N89°55'33"E	165.00'
L10	N00°00'10"W	538.41'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	107.25'	500.00'	12°17'22"	53.83'	107.04'	S83°55'46"E
C2	106.60'	500.00'	12°12'55"	53.50'	106.40'	N83°53'32"W

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EXHIBIT "C"

LA JOLLA VISTA
R1-4 PARCELS

EPS GROUP

EXHIBIT "D"
LA JOLLA VISTA
R1-6 PARCELS

Job No. 20-1595 April 21, 2022

A portion of the Southwest quarter of Section 14, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at an aluminum cap at the West quarter-corner of said Section 14, from which an aluminum cap at the Southwest corner of Section 14, Township 1 North, Range 2 West bears South 00 degrees 00 minutes 00 seconds West, 2649.42 feet;

Thence along the West line of the Southwest quarter of said section 14, South 00 degrees 00 minutes 00 seconds West, 40.00 feet to the **POINT OF BEGINNING**;

thence along a line parallel with and 40.00 feet South of the North line of said Southwest quarter, North 89 degrees 58 minutes 35 seconds East, 2645.54 feet to the East line of the Southwest quarter of said section 14;

thence along said East line, South 00 degrees 00 minutes 10 seconds East, 1821.75 feet to a point on said east line;

thence, departing said East line South 89 degrees 55 minutes 32 seconds West, 164.51 feet;

thence South 0 degrees 04 minutes 27 seconds East, 27.34 feet;

thence South 89 degrees 55 minutes 33 seconds West, 50.00 feet;

thence South 0 degrees 04 minutes 27 seconds East, 103.00 feet;

thence South 89 degrees 55 minutes 33 seconds West, 2431.28 feet to a point on the west line of the Southwest quarter of said section 14;

thence along said west line North 0 degrees 00 minutes 00 seconds East, 669.64 feet;

thence, departing said west line South 90 degrees 00 minutes 00 seconds East, 202.76 feet to the beginning of a curve, concave Southwest, having a radius of 500.00 feet;

thence Southeasterly 106.60 feet along the arc of said curve through a central angle of 12 degrees 12 minutes 55 seconds;

thence South 77 degrees 47 minutes 05 seconds East, 171.32 feet to the beginning of a curve, concave Northeast, having a radius of 500.00 feet;

thence Southeasterly 107.25 feet along the arc of said curve through a central angle of 12 degrees 17 minutes 22 seconds;

thence North 89 degrees 55 minutes 33 seconds East, 847.77 feet;

thence North 0 degrees 01 minutes 07 seconds West, 747.96 feet;

thence South 89 degrees 58 minutes 53 seconds West, 150.00 feet;

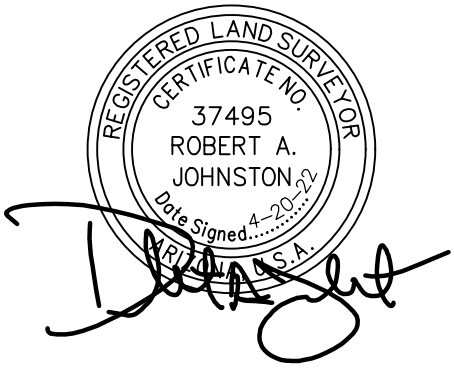
thence North 0 degrees 01 minutes 07 seconds West, 9.99 feet;

thence South 89 degrees 58 minutes 53 seconds West, 1279.97 feet to a point on the west line of the Southwest quarter of said section 14;

thence along said west line North 0 degrees 00 minutes 00 seconds East, 585.08 feet to the **POINT OF BEGINNING**.

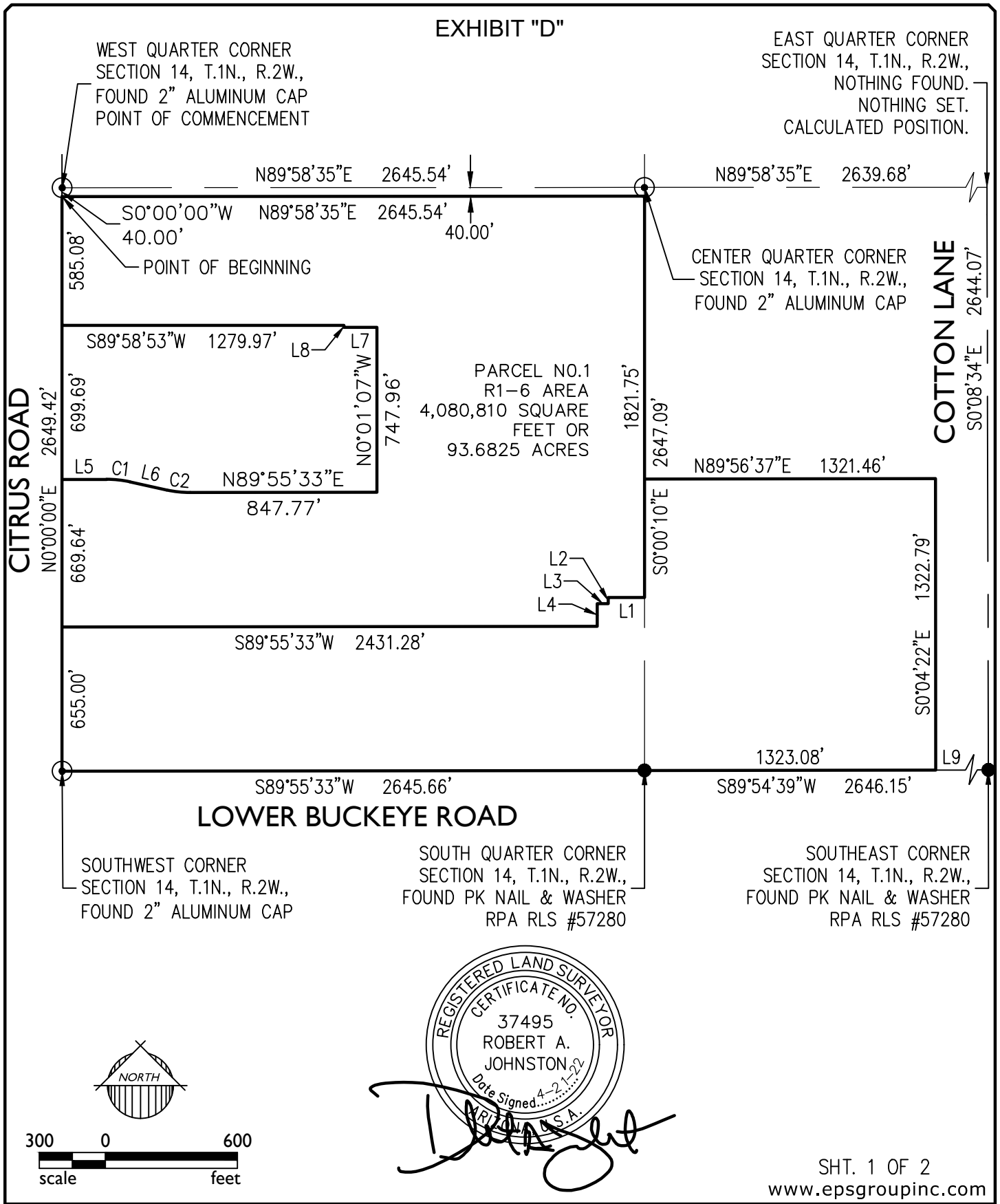
Said portion of land containing 4,080,810 square feet, or 93.6825 acres, more or less. acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the State, Country and/or Municipality, or any other land division restrictions.



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EXHIBIT "D"



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 4-21-22
ARIZONA, U.S.A.

SHT. 1 OF 2
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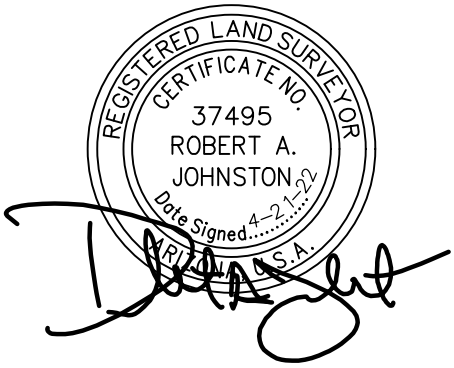
20-1595

EXHIBIT "D"

LA JOLLA VISTA
R1-6 PARCELS

EPS GROUP

EXHIBIT "D"



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°55'32"W	164.51'
L2	S00°04'27"E	27.34'
L3	S89°55'33"W	50.00'
L4	S00°04'27"E	103.00'
L5	S90°00'00"E	202.76'
L6	S77°47'05"E	171.32'
L7	S89°58'53"W	150.00'
L8	N00°01'07"W	9.99'
L9	S89°54'39"W	1323.08'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	106.60'	500.00'	12°12'55"	53.50'	106.40'	S83°53'32"E
C2	107.25'	500.00'	12°17'22"	53.83'	107.04'	S83°55'46"E

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20-1595

EXHIBIT "D"

LA JOLLA VISTA
R1-6 PARCELS

EPS GROUP

Exhibit E



BRICK VENEER/CAP
DAKOTA
MANUFACTURER:
SUMMIT BRICK COMP.



STANDARD CMU PAINT
COLOR: SW0023
MANUFACTURER:
SHERWIN-WILLIAMS



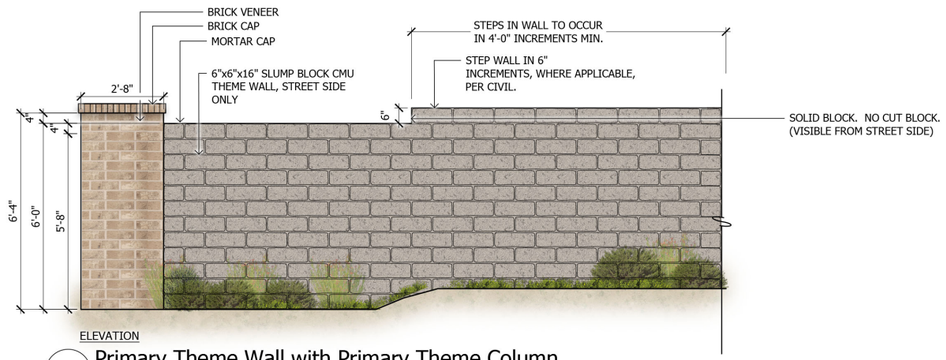
METAL STEEL COLOR
MODEL: TRICORN
MANUFACTURER:
SHERWIN-WILLIAMS



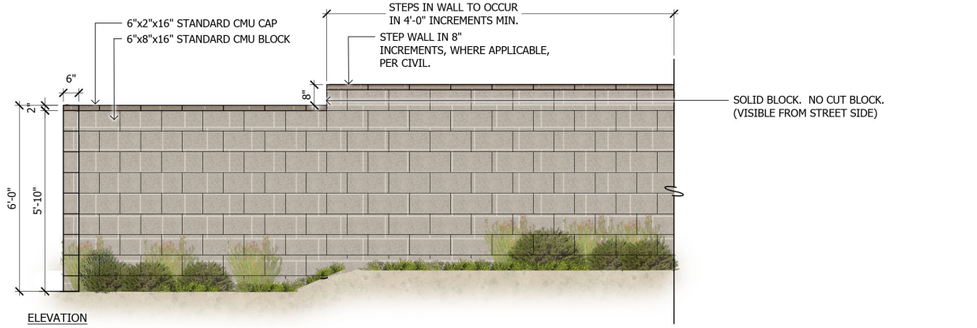
CMU PAINT
COLOR: SW7023
MANUFACTURER:
SHERWIN-WILLIAMS



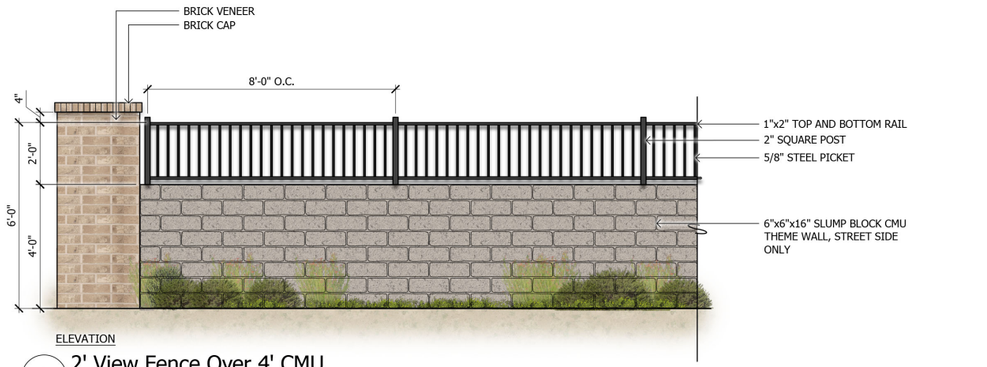
CMU CAP PAINT
COLOR: SW7039
MANUFACTURER:
SHERWIN-WILLIAMS



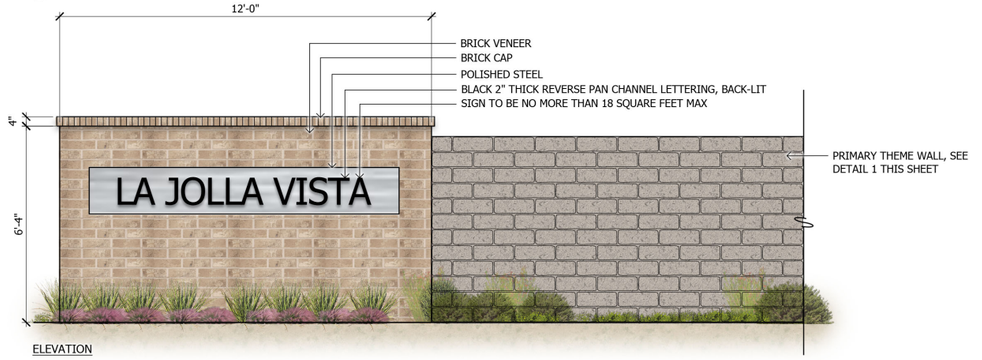
1 Primary Theme Wall with Primary Theme Column
SCALE: 1/2"=1'-0"



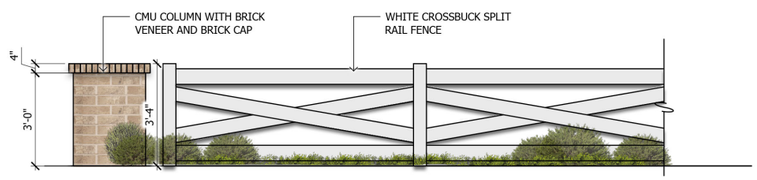
2 Secondary Theme Wall with Turned Wall End
SCALE: 1/2"=1'-0"



3 2' View Fence Over 4' CMU
SCALE: 1/2"=1'-0"



4 Secondary Entry Monument
SCALE: 1/2"=1'-0"



5 White Crossbuck Split Rail Fence
SCALE: 1/2"=1'-0"

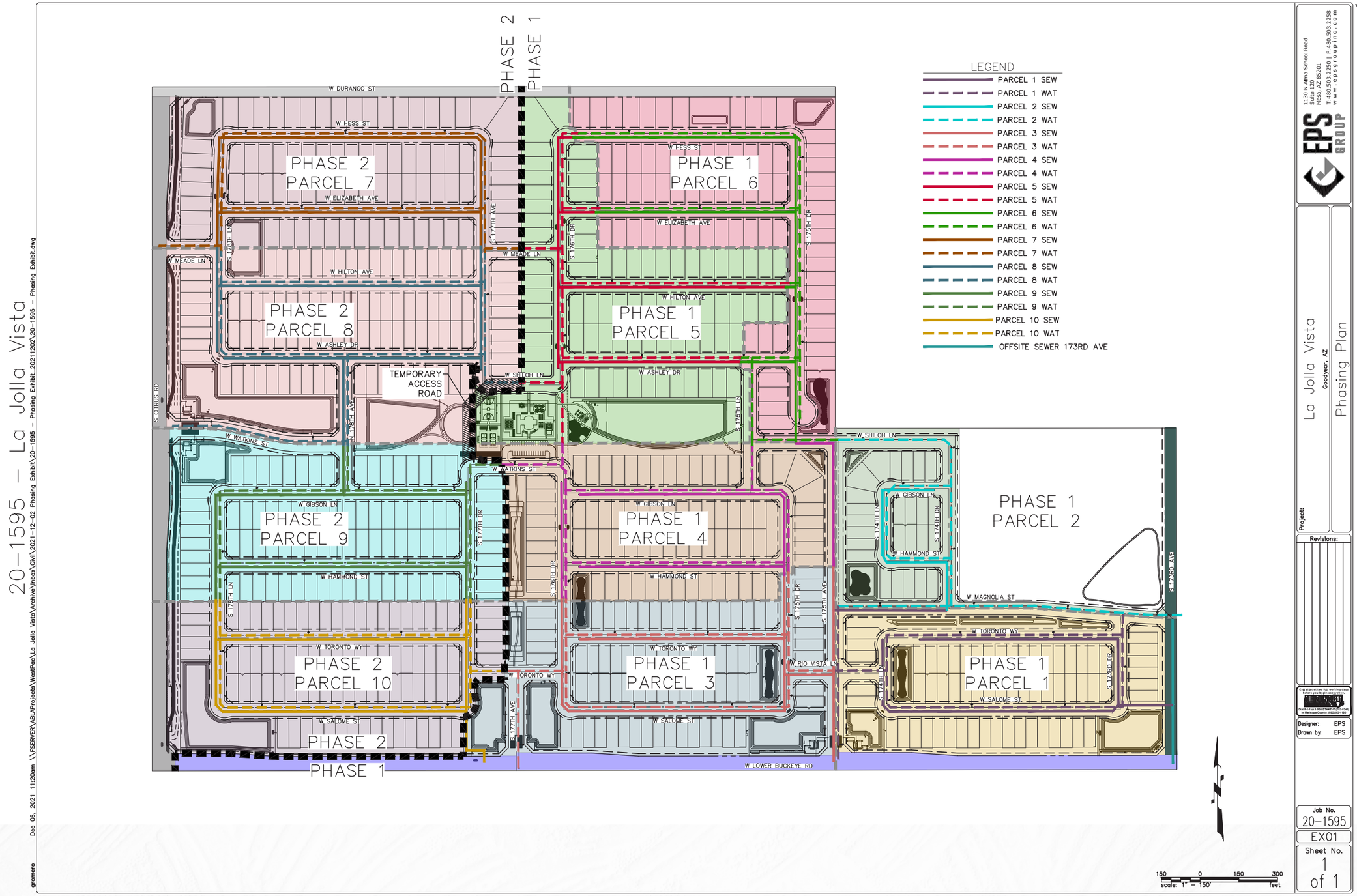
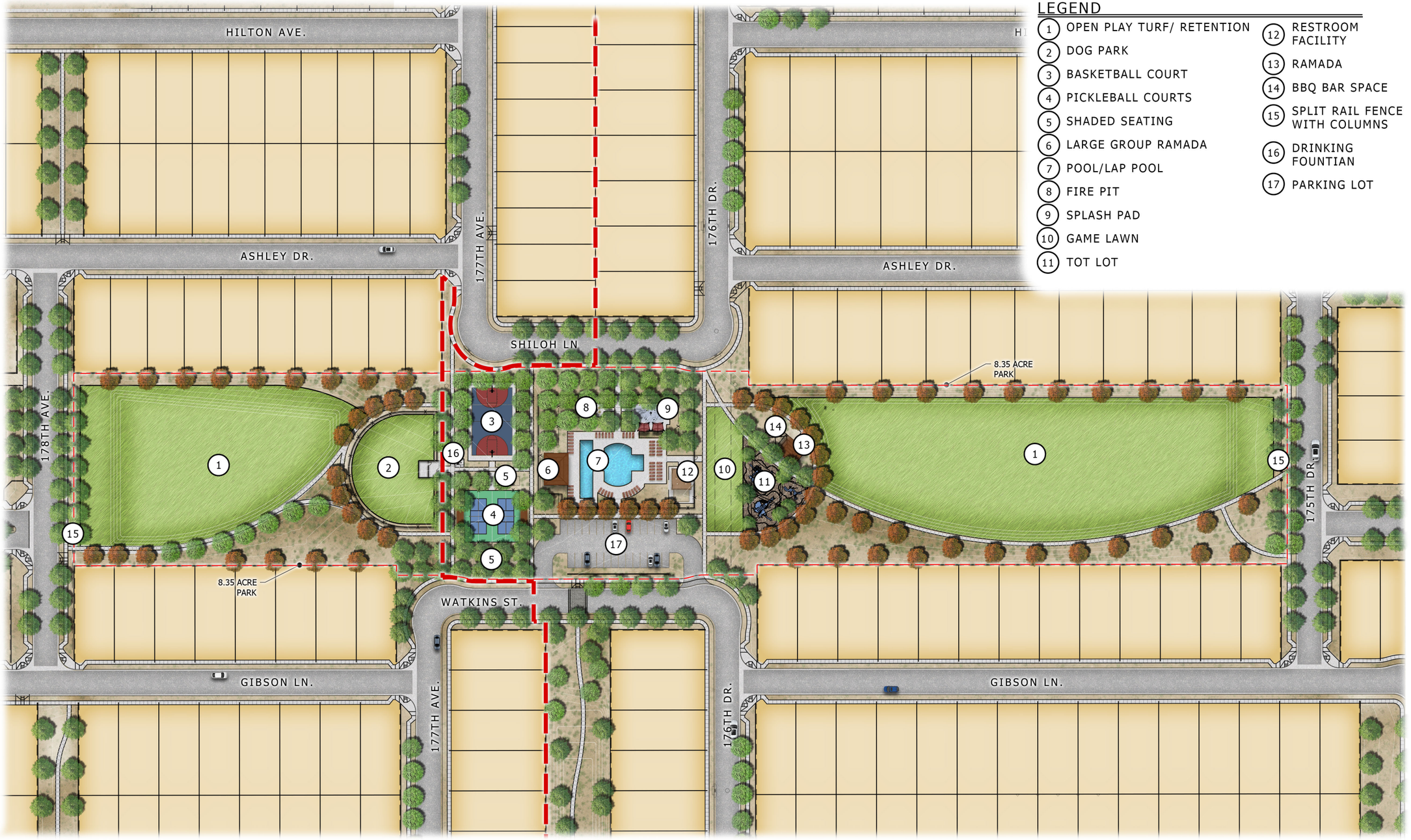


Exhibit F: La Jolla Vista Proposed Phasing Plan



LEGEND

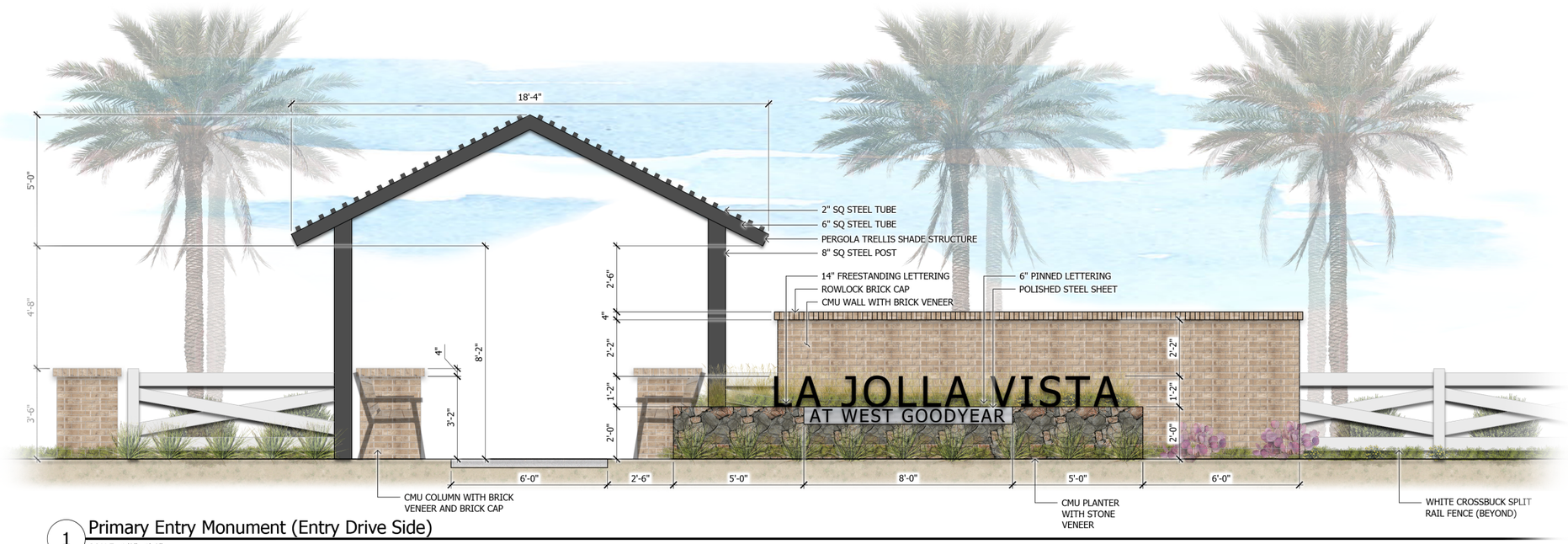
1. OPEN PLAY TURF/ RETENTION
2. DOG PARK
3. BASKETBALL COURT
4. PICKLEBALL COURTS
5. SHADED SEATING
6. LARGE GROUP RAMADA
7. POOL/LAP POOL
8. FIRE PIT
9. SPLASH PAD
10. GAME LAWN
11. TOT LOT
12. RESTROOM FACILITY
13. RAMADA
14. BBQ BAR SPACE
15. SPLIT RAIL FENCE WITH COLUMNS
16. DRINKING FOUNTIAN
17. PARKING LOT

Exhibit G: La Jolla Vista Main Park Amenity

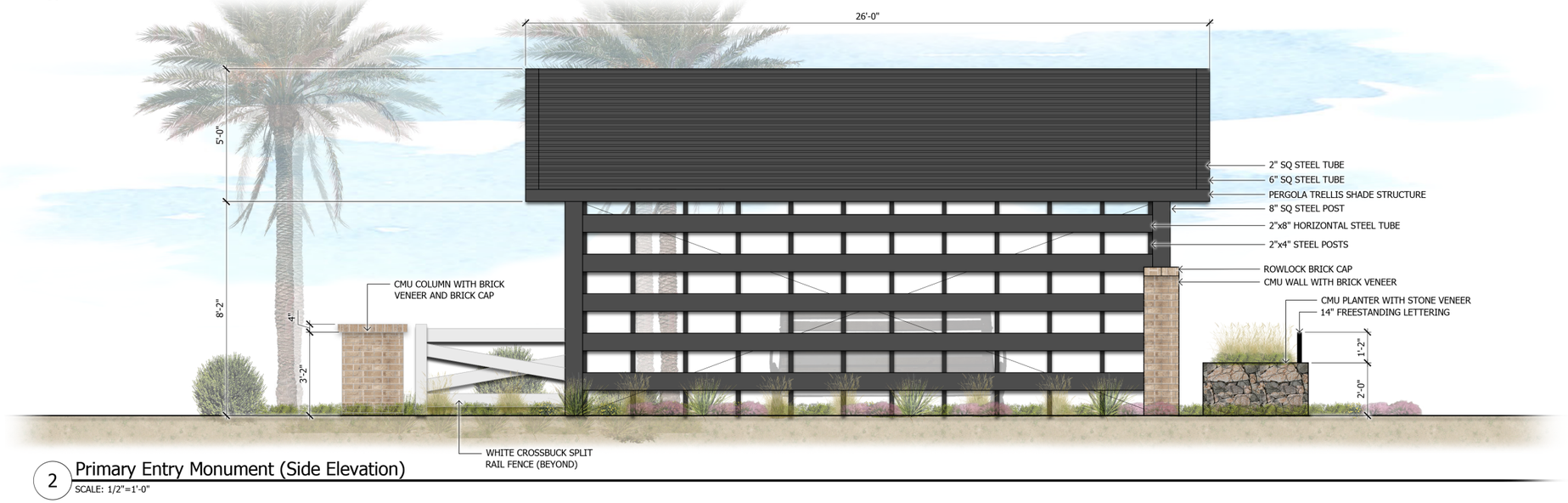


1 Main Entry Monument
SCALE: NTS

Exhibit H: La Jolla Vista Monuments



1 Primary Entry Monument (Entry Drive Side)
SCALE: 1/2"=1'-0"



2 Primary Entry Monument (Side Elevation)
SCALE: 1/2"=1'-0"

STONE VENEER
DC RANCH
MANUFACTURER:
ANASAZI STONE COMP.



BRICK VENEER/ CAP
DAKOTA
MANUFACTURER:
SUMMIT BRICK COMP.



METAL STEEL COLOR
MODEL: TRICORN
MANUFACTURER:
SHERWIN-WILLIAMS



La Jolla Vista Monuments (cont.)



1 Corner Monument
SCALE: 1/2"=1'-0"



STONE VENEER
DC RANCH
MANUFACTURER:
ANASAZI STONE COMP.



BRICK VENEER/ CAP
DAKOTA
MANUFACTURER:
SUMMIT BRICK COMP.



METAL STEEL COLOR
MODEL: TRICORN
MANUFACTURER:
SHERWIN-WILLIAMS

La Jolla Vista Monuments (cont.)

When recorded Mail to: Exhibit I

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

TERMINATION OF LA JOLLA VISTA DEVELOPMENT AGREEMENT

This Termination of La Jolla Vista Development Agreement ("Notice of Termination") is being executed by the City of Goodyear, an Arizona municipal corporation (the "City") and Citrus & Lower Buckeye LLC, an Arizona limited liability company ("Owner") (collectively the City and Owner are referred to as the "Parties").

WHEREAS, Owner owns approximately 198.6 acres of land that is more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Property").

WHEREAS, Owner 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 2005-1656065
    - First Amendment to Pre-Annexation Development Agreement recorded at MCR No. 2011-1019669
- Memorandum of Understanding Regarding West Goodyear Regional Infrastructure recorded in the Official Records of the Maricopa County Recorder as Instrument No. 2005-1315299
- Amended and Restated Development Agreement (La Jolla Vista) recorded at MCR No. 2013-0594314;
    - First Amendment to Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2014-0040963;
    - Second Amendment to Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2014-0334245 and re-recorded at MCR 2014-0373259;
    - Third Amendment to Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2015-0457194;
    - Fourth Amendment to Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2015-0722868;
    - Fifth Amendment to Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2016-0060995;

(The foregoing agreements and amendments are collectively referred to as the "Superseded La Jolla Vista Development Agreements")

- Second Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2016-0288863;
    - First Amendment to Second Amended and Restated Development Agreement for La Jolla Vista recorded at MCR 2017-0077324.

(The Second Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2016-0288863 as amended by the First Amendment to Second Amended and Restated Development Agreement for La Jolla Vista recorded at MCR 2017-0077324 are collectively referred to as the "Existing La Jolla Vista Development Agreement")

WHEREAS, of the foregoing agreements, the Existing La Jolla Vista Development Agreement is the only currently agreement in effect specific to only this Property.

WHEREAS, Owner has applied to rezone the Property in a manner inconsistent with the terms of the Existing La Jolla Vista Development Agreement.

WHEREAS, because of the re-zoning and actions that have occurred since the effective dates of the Existing La Jolla Vista Development Agreement, various terms in the Existing La Jolla Vista Development Agreement are no longer needed or are not consistent with the re-zoning, and rather than amend or replace the Existing La Jolla Vista Development Agreement, the Existing La Jolla Vista 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.

WHEREAS Owner and City desire to terminate the Existing La Jolla Vista Development Agreement and provide record notice that Existing La Jolla Vista Development Agreement and the Superseded La Jolla Vista Development Agreements have been terminated and have no further force and effect and are to be removed from the Properties title.

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

1. The Second Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2016-0288863 as amended by the First Amendment to Second Amended and Restated Development Agreement for La Jolla Vista recorded at MCR 2017-0077324 is hereby terminated effective the date this Termination of La Jolla Vista Development Agreement is recorded in the official records of the Maricopa; and upon the recordation of this Termination of La Jolla Vista Development Agreement, the Second Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2016-0288863 as amended by the First Amendment to Second Amended and Restated Development Agreement for La Jolla Vista recorded at MCR 2017-0077324 shall have no further force and effect and are to be removed from the Properties title.

2. The City shall not record this Termination of La Jolla Vista Development Agreement until the deadline for referring Ordinance 2022-1545, 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 La Jolla Vista 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 La Jolla Vista Development Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Termination of La Jolla Vista 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 La Jolla Vista Development Agreement provided however, Owner 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 Properties title:

- Pre-Annexation Development Agreement, recorded in the official records of the Maricopa County Records ("MCR") at 2005-1656065
    - First Amendment to Pre-Annexation Development Agreement recorded at MCR No. 2011-1019669
- Memorandum of Understanding Regarding West Goodyear Regional Infrastructure recorded in the Official Records of the Maricopa County Recorder as Instrument No. 2005-1315299
- Amended and Restated Development Agreement (La Jolla Vista) recorded at MCR No. 2013-0594314;
    - First Amendment to Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2014-0040963;
    - Second Amendment to Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2014-0334245 and re-recorded at MCR 2014-0373259;
    - Third Amendment to Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2015-0457194;
    - Fourth Amendment to Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2015-0722868;
    - Fifth Amendment to Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2016-0060955;
- Second Amended and Restated Development Agreement for La Jolla Vista recorded at MCR No. 2016-0288863;
    - First Amendment to Second Amended and Restated Development Agreement for La Jolla Vista recorded at MCR 2017-0077324.

Signatures, Acknowledgments and Exhibits on Following Pages

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

OWNER:

CITRUS & LOWER BUCKEYE, LLC
an Arizona limited liability company

By: HINTON FINANCIAL SERVICES, INC.,
a Colorado corporation
ITS: Member and Manager

By:_____
Brad Clough President

DATE:_____

PROVINCE OF ALBERTA)
)ss.
CITY OF EDMONTON)

The foregoing instrument (Termination of La Jolla Vista Development Agreement) was acknowledged before me this____ day of _____, 2022 by Brad Clough, President of Hinton Financial Services, Inc., the member and manager of CITRUS & LOWER BUCKEYE, LLC, an Arizona limited liability for and on behalf thereof.

_____
Notary Public

Signatures, Acknowledgments and Exhibits on Following Pages

CITY:

CITY OF GOODYEAR,
an Arizona Municipal Corporation,

By: _____
Julie Karins
Its: City Manager

DATE:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Termination of La Jolla Vista 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(s) on Following Page(s)

EXHIBIT “1”

LEGAL DESCRIPTION

EXHIBIT "1"
LA JOLLA VISTA

Job No. 20-1595 April 20, 2022

A portion of the South Half of Section 14, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at an aluminum cap at the West quarter-corner of said Section 14, from which an aluminum cap at the Southwest corner of Section 14, Township 1 North, Range 2 West bears South 00 degrees 00 minutes 00 seconds West, 2649.42 feet;

Thence along the West line of the Southwest quarter of said section 14, South 00 degrees 00 minutes 00 seconds West, 40.00 feet to the **POINT OF BEGINNING**;

thence along a line parallel with and 40.00 feet South of the North line of said Southwest quarter, North 89 degrees 58 minutes 35 seconds East, 2645.54 feet to the East line of the Southwest quarter of said section 14;

thence along said East line, South 00 degrees 00 minutes 10 seconds East, 1283.54;

thence, departing said East line North 89 degrees 56 minutes 37 seconds East, 1321.46 feet;

Thence South 00 Degrees 04 Minutes 22 Seconds East, 1322.79 Feet to a point on the south line of the Southeast quarter of said section 14;

Thence along the South line of the Southeast quarter, South 89 Degrees 54 Minutes 39 Seconds West, 1323.08 Feet to the South quarter corner of said section 14;

Thence along said south line, South 89 Degrees 55 Minutes 33 Seconds West, 2645.66 Feet to the Southwest quarter corner of said section 14;

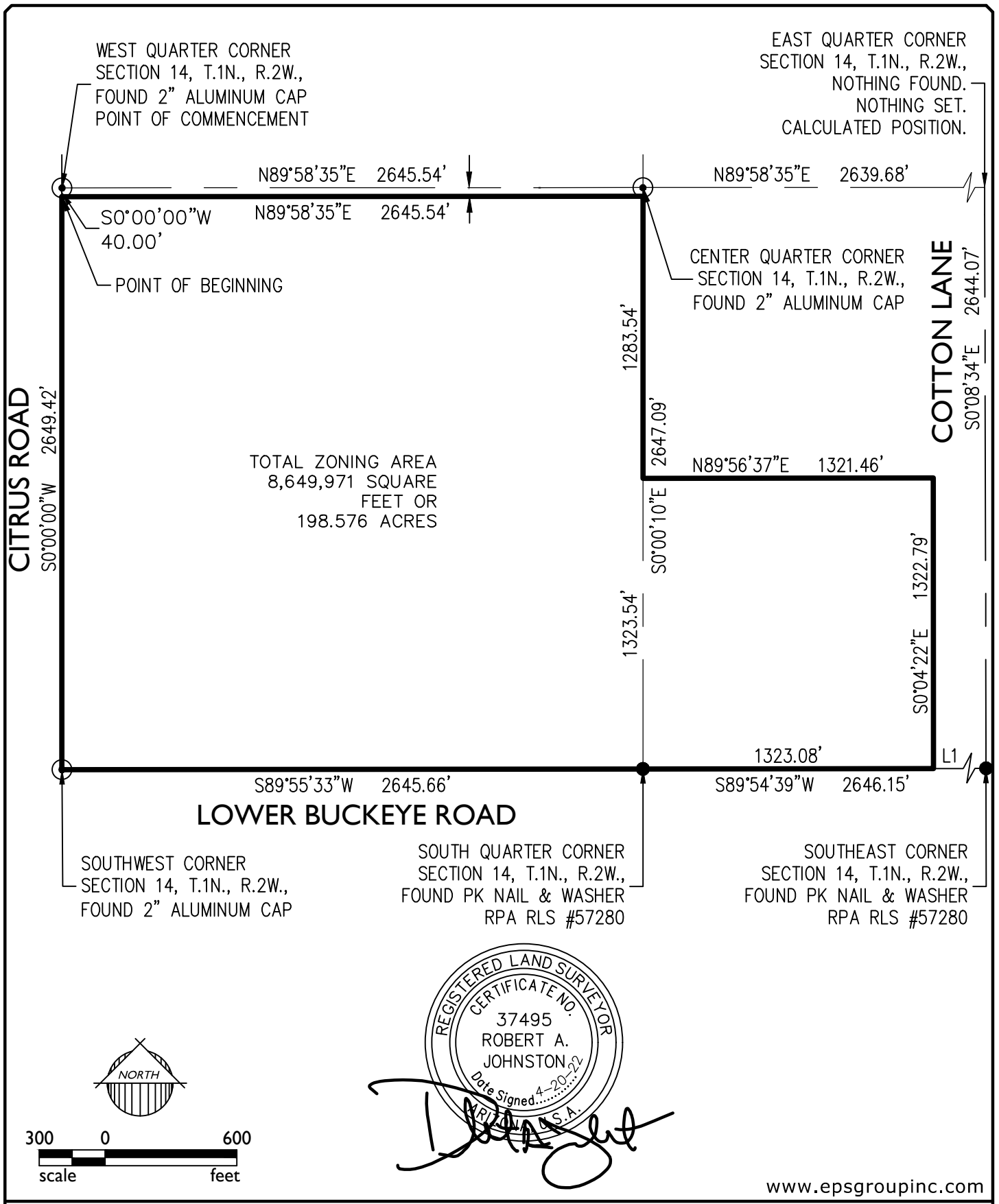
Thence along the West line of the Southwest quarter, North 00 Degrees 00 Minutes 00 Seconds East, 2609.42 Feet, to the **POINT OF BEGINNING**.

Said portion of land containing 8,649,971 square feet, or 198.576 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.



EPS Group, Inc. • 1130 N. Alma School Road, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258



www.epsgroupinc.com

20-1595

EXHIBIT "1"

LA JOLLA VISTA

EPS GROUP

ORDINANCE NO. 2022-1545

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 198.6 GROSS ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF CITRUS ROAD AND LOWER BUCKEYE ROAD TO BE KNOWN AS LA JOLLA VISTA 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; AND 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 198.6 gross acres and is located at the northeast corner of Citrus Road and Lower Buckeye Road and is known as La Jolla Vista 2021 as more particularly described in that certain document titled “La Jolla Vista,” which document was declared public record by Resolution No. 2022-2255, 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 owner of the Property along with a number of owners of other properties located within West Goodyear entered into a Memorandum of Understanding (the “West Goodyear MOU”) adopted by the City Council on May 23, 2005 by Resolution 05-981 (collectively the properties subject to the West Goodyear MOU are referred to as the “West Goodyear Properties” and the owners of the West Goodyear Properties are referred to as the “IDG”) that addressed the IDG’s responsibilities for the construction of infrastructure and payments for infrastructure needed for the city to serve the West Goodyear Properties; and

WHEREAS, on October 24, 2005, pursuant to the terms of the MOU, the City Council: adopted Ordinance No. 05-070 annexing the Property into the City; adopted Ordinance No. 05-971 rezoning the Property to Final PAD to be developed in accordance with the La Jolla Vista Final Planned Area Development, dated June 30, 2005 (the “La Jolla Vista 2005 PAD”)’ and adopted Resolution 05-1007 approving a Pre-Annexation Development Agreement, recorded in the official records of the Maricopa County Records (“MCR”) at 2005-1656065; and

WHEREAS, the La Jolla Vista 2005 PAD provided for the development of 690 dwelling units, with four designated parcels to be developed with minimum lot sizes of 60’ x 120’ and 70’ x 125’ and two designated parcels to be developed as court homes with attached or detached single family homes arranged around a common motor court with a minimum lot size of 2,000 square feet and up to a maximum density of eight dwelling units per acre and the development of an eight-acre public park; and it included a reservation for a twelve-acre public school site; and

WHEREAS, on March 20, 2006, the City Council approved a Preliminary Plat for the La Jolla Vista development which proposed subdividing the property into 381 single family lots, two parcels for up to 309 court homes, an 8.5-acre parcel for a park, and a 11.6-acre site for an elementary school which included three potential access points along the south side of Durango Street; and,

WHEREAS, on July 10, 2006, the City Council adopted Resolution Nos. 06-1064 and 06-1065 establishing a Special Public Improvement Project Area to facilitate the development of regional water and sewer lines needed to serve the West Goodyear Properties and provide for cost

recovery by the party who installs the regional public improvements from the properties who benefitted from such public improvements; and,

WHEREAS, on March 26, 2007 the City Council approved five final plats which included a Master Plat that created eight parcels (four single-family parcels, two court home parcels, an elementary school site, and an eight-acre park site) and established the backbone of the roadway and utility improvements for the entire property and Final Plats for Parcels 1, 2, 3 and 5; and,

WHEREAS, no development has occurred within the Property since it was annexed into the City of Goodyear, and to facilitate the development of the Property, the City Council has repeatedly re-zoned the Property, repeatedly amended the West Goodyear Cost Recovery Resolutions, and repeatedly amended and/or replace the development agreements governing the development of the Property; and

WHEREAS, since the adoption of Resolution 05-1007 approving a Pre-Annexation Development Agreement, City Council, in an effort to facilitate the development of the Property, has entered into a nine (9) amendments and/or restated development agreements related to the development of the property including: First Amendment to Pre-Annexation Development Agreement approved by Resolution 11-1464 and recorded at MCR No. 2011-1019669; an Amended and Restated Development Agreement (La Jolla Vista) approved by Resolution 13-1560, recorded at MCR No. 2013-0594314; First Amendment to Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 13-1589, recorded at MCR No. 2014-0040963; Second Amendment to Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 14-1629, recorded at MCR No. 2014-0334245 and re-recorded at MCR No. 2014-0373259; Third Amendment to Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 15-1708, recorded at MCR No. 2015-0457194; Fourth Amendment to Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 15-1727, recorded at MCR No. 2015-0722868; Fifth Amendment to Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 16-1740, recorded at MCR No. 2016-0060955; Second Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 2016-1751, recorded at MCR No. 2016-0288863 and First Amendment to Second Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 17-1781, recorded at MCR 2017-0077324 (collectively, the Second Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 16-1751, recorded at MCR No. 2016-0288863 and First Amendment to Second Amended and Restated Development Agreement for La Jolla Vista approved by Resolution 17-1781, recorded at MCR 2017-0077324 are referred to as the “Existing La Jolla Vista Development Agreement”); and

WHEREAS, since the adoption of Resolution of Intention No. 06-1064 City Council has approved two amendments to the resolution; Resolution 14-1621, adopted by City Council on May, 19, 2014 and Resolution 16-1747 adopted by City Council on April 16, 2016 (collectively Resolution No. 06-1064 and the two amendments are referred to as the “West Goodyear Water Cost Recovery Resolutions”); and

WHEREAS, since the adoption of Resolution of Intention No. 06-1065 City Council has approved two amendments to the resolution; 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 Resolutions”); and

WHEREAS, on March 27, 2017, in yet another effort to facilitate development of the Property, the city entered into a multi-party development agreement related to the development of various West Goodyear Properties, including the Property. Specifically, council adopting Resolution 17-1792 approving the Development Agreement for West Goodyear Sewer and Water Infrastructure recorded at MCR No. 2017-0220433, which agreement has been amended twice, including the First Amendment to Development Agreement for West Goodyear Sewer and Water Infrastructure adopted by Resolution 2018-1905 recorded at MCR No. 2019-0137906 and the Second Amendment to Development Agreement for West Goodyear Sewer and Water Infrastructure approved by Resolution No. 2019-1944 recorded at MCR No. 2019-0158096 (collectively the "West Goodyear Infrastructure Agreement"); and

WHEREAS, pursuant to the Development Agreement for West Goodyear Sewer and Water Infrastructure, the city entered into an Escrow Agreement which has also been amended twice; and

WHEREAS, on November 14, 2016, the City Council adopted Ordinance 16-1338 rezoning the Property to change the land use designation in the La Jolla Vista 2005 PAD for the two parcels that were to be developed as court homes to detached single-family residential with a minimum lot size of 50' x 120' (6,000 square feet) and on March 26, 2017, the City Council adopted Ordinance No. 17-1340 to Amend stipulation No. 35 of Ordinance No. 2005-0971 to remove the requirement to construct a pedestrian or vehicular connection to provide access from the Property to the Sweetwater Estates development located to the north of the Property; and

WHEREAS, the current request is to rezone the approximate 198.6 gross acres to 104.8 gross acres of R1-4 (Single Family Detached) with Reduced Development Standards, 93.6 gross acres of R1-6 (Single Family Detached) with reduced Development Standards and a PAD Overlay for the entire 198.6 gross acres; and,

WHEREAS, except as modified by the PAD Overlay described below, the rezoning will permit the Property to be developed with the principal permitted uses, permitted accessory uses, use permit uses, special uses, and development regulations as established in the City of Goodyear Zoning Ordinance for the R1-4 (Single Family Detached) Zoning District and the R1-6 (Single Family Detached) Zoning District; and

WHEREAS, the R1-4 (Single Family Detached) Zoning District with Reduced R1-4 Development Standards, the R1-6 (Single Family Detached) Zoning District with Reduced R1-6 Development Standards and a PAD Overly require the development of the Property to incorporate additional design elements, including amenity elements, connectivity elements, and streetscape elements; and

WHEREAS, the Existing La Jolla Vista Development Agreement 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 water delivery and wastewater transmission lines, and requirements for payments owed under the West Goodyear Cost Recovery Resolutions towards the cost of the regional water delivery and 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 the re-zoning and actions that have occurred since the effective dates of the Existing La Jolla Vista Development Agreement, various terms in the Existing La Jolla Vista Development Agreement are no longer needed or are not consistent with the re-zoning, and rather

than amend or replace the Existing La Jolla Vista Development Agreement, the Existing La Jolla Vista Development Agreement will 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, the proposed zoning runs with the land and references to Owner in this Ordinance refers to the current owner of the Property and all future successors in interest and title to all or part of the Property; 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 subject to the conditions set forth below, the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of the Property; 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 March 12, 2022 and a sign advertising the Neighborhood Meeting was posted to the site on March 15, 2022; and,

WHEREAS, the Neighborhood Meeting took place in person on March 31, 2022; 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 October 12, 2022, appeared in the Arizona Republic Southwest Valley edition on September 23, 2022 and postcards were mailed to adjoining owners on September 22, 2022 and the sign on the site was updated on September 19, 2022 to notify residents of the scheduled public hearing; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on 10/12/2022.

WHERAS, at that meeting, two county residents inquired about fencing on the northern portion of the property, adjacent to Durango Street, as well as homes greater than one-story along the northern portion of the property, adjacent to Durango Street; and

WHEREAS, at that meeting, the Planning and Zoning Commission voted (5-0) to recommend approval, subject to the conditions of approval set forth herein with no additional stipulations requested or required adjacent to Durango Street; 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 October 24, 2022 appeared in the Arizona Republic Southwest Valley Edition on September 23, 2022; postcards were mailed to adjoining owners on September 22, 2022; and a sign on the site was updated on September 27, 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. 2022-1545 applies to approximately 198.6 gross acres located at the northeast corner of Citrus Road and Lower Buckeye Road and is legally described in that certain document titled "La Jolla Vista," which document was declared public record by Resolution No. 2022-2255, 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 Planned Area Development District with approximately 104.8 gross acres of the Property as more particularly described in that certain document titled "La Jolla Vista R1-4 Parcel" declared a Public record by Resolution No. 2022-2255, which is referred to and incorporated herein by this reference (the "R1-4 Parcels"), being conditionally rezoned to the R1-4 (Single-Family Residential) zoning district with R1-4 Reduced Development Standards and approximately 93.6 gross acres of the Property as more particularly described in that certain document titled "La Jolla Vista R1-6 Parcels" declared a Public Record by Resolution No. 2022-2255, which is referred to and incorporated herein by this reference (the "R1-6 Parcels"), being conditionally rezoned from the Planned Area Development (PAD) zoning district to the R1-6 (Single-Family) zoning District with R1-6 Reduced Development Standards, with the following PAD Overlay applying to the Property:

1) The R1-4 Parcels shall be developed in accordance with the R1-4 (Single-Family Residential) zoning district with R1-4 Reduced Development Standards except as follows:
    - 100% of the lots within the R1-4 zoned area of the Property shall be at least 45-feet wide with a minimum depth of 115-feet with the exception of corner lots and knuckle lots which may have their maximum depth reduced to 110-feet; and
    - The minimum square footage of a lot shall be 5,175 with the exception of corner lots and knuckle lots which may be reduced to 5,170 square feet; and
    - The Property shall be developed in accordance with the Permitted Uses and Development Standards applicable to R1-4 (Single Family Detached) Residential District with R1-4 Reduced Development Standards as modified by the PAD Overlay adopted herein and except as otherwise modified by the Stipulations herein; and
2) R1-6 Parcels shall be developed in accordance with the R1-6 (Single-Family Detached) Residential District with R1-6 Reduced Development Standards except as follows:

- The minimum width of all lots within the R1-6 zoned area of the Property shall be 50-feet; and
- At least 35% of the lots within the R1-6 zoned area of the Property shall be at least 50-feet wide with a minimum depth of 115-feet; and
- At least 45% of the lots within the R1-6 zoned area of the Property shall be at least 55-feet wide with a minimum depth of 120-feet; and
- At least 5% of the lots within the R1-6 zoned area of the Property shall be at least 60-feet wide with a minimum depth of 120-feet; and
- The Property shall be developed in accordance with the Permitted Uses and Development Standards applicable to R1-6 (Single Family Detached) Residential District with R1-6 Reduced Development Standards as modified by the PAD Overlay adopted herein and except as otherwise modified by the Stipulations herein; and

3) Facilities located within 200 feet of the northern boundary of the Property between 175th Avenue and 177th Avenue that are owned and operated by the Roosevelt Irrigation District shall be a permitted use under the PAD Overlay. The site upon which such facilities are constructed shall be developed in accordance with the City of Goodyear's PFD Zoning District Standards as defined in Article 3-3-6 Commercial Districts Standards; and
4) All residential lots located along the northern perimeter of the Property, and within 100 feet of the northern boundary of the Property shall be at least 60-feet wide.
5) The total number of residential units within the Property shall not exceed 736; and
6) Owner shall develop a minimum of an 8.3-acre centralized park and amenity area located at the heart of the Property with the amenities as described below and as generally depicted in that certain document titled La Jolla Vista Main Park Amenity, which document was declared a public record by Resolution 2022-2255 and which is referred to and incorporated herein by this reference (the "Centralized Park"). The Centralized Park shall be developed in two phases (first phase approximately 5.5 acres and second phase approximately 2.8 acres, respectively) and shall provide localized usable active open space area, and shall include all of the following resident and recreational amenities as described in each phase below. The entire portion of the Property where the Centralized Park Phase 1 Improvements (described below) are to be located shall be included in the first recorded final plat that subdivides all or part of the Property.
    a) Phase 1 Centralized Park Resident and Recreational Amenities: Owner shall develop approximately 5.5 acres of the Centralized Park that includes the following resident and recreational amenities (collectively the amenities referred to below are referred to as the "Centralized Park Phase 1 Improvements").
        - A splash pad with shaded seating;
        - A restroom facility; and
        - A minimum of two (2) Pickleball courts; and
        - A basketball court; and
        - A resort-style pool that includes at least one lap lane (may be contained within two pools); and
        - A gas fire pit; and
        - A game lawn with games such as cornhole, bocce ball, or the like;

- A ramada with shade and a barbeque grill; and
- Shaded or trellised seating areas; and
- A shaded tot lot.

The Centralized Park Phase 1 Improvements shall be substantially completed as determined by the City of Goodyear Building Official or his designee prior to the issuance of any temporary certificate of occupancy, certificate of occupancy or certificates of completion for any structure within the Property, except for model homes; and

b) Phase 2 Centralized Park Resident and Recreational Amenities: Owner shall develop the remainder of the Centralized Park (approximately 2.8 acres assuming 5.5 acres of the Centralized Park was developed as Phase 1) that includes the following resident and recreational amenities (collectively the amenities referred to below are referred to as the "Centralized Park Phase 2 Improvements"):
   - A Dog Park
   - Open play turf areas; and
   - Decorative split rail fencing adjacent to parking areas and public/private streets.

   The Centralized Park Phase 2 Improvements shall be substantially completed as determined by the City of Goodyear Building Official or his designee prior to the issuance of any temporary certificate of occupancy, certificate of occupancy or certificates of completion for any structure, except for model homes, located within the portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is referred to and incorporated herein by this reference; and

c) The resident and recreational amenities included in the Centralized Park Phase 1 Improvements described above and the resident and recreational amenities included in the Centralized Park Phase 2 Improvements may be modified subject to the determination of the City of Goodyear Zoning Administrator, at his/her sole discretion, that the alternatively proposed resident and recreational amenities shall collectively be of an equal or greater quality to those described above; and

7) All walls constructed along the rear of residential lots adjacent to the Centralized Park shall be view walls with a maximum of 4-feet masonry and a minimum of 2-feet of wrought iron, the view through the wrought iron shall remain unobstructed by any coverings as depicted in that certain document titled La Jolla Vista Conceptual Wall Program, , which document was declared a public record by Resolution 2022-2255 and which is referred to and incorporated herein by this reference; and
8) The following design elements (collectively referred to as the West Goodyear Design Elements") shall be incorporated into the Property:
   a) Fencing and walls shall be designed and installed in substantial conformance with that certain document titled La Jolla Vista Conceptual Wall Program, which document was declared a public record by Resolution 2022-2255, which is referred to and incorporated herein by this reference, and

- Perimeter walls around the Property shall only be constructed along the rear of the residential lots and decorative crossbuck split rail fencing will be provided along the outer perimeter following Citrus Road and Lower Buckeye Road as well as large landscaped areas to break up the visual of the rear individual lot walls as depicted that certain document titled La Jolla Vista Conceptual Wall Program, which document was declared a public record by Resolution 2022-2255, which is referred to and incorporated herein by this reference; and
- Decorative split rail fencing or white crossbuck split rail fencing shall be included at all primary and secondary entrances to the Property and at hard-exterior corners of the development to allow views in and out of the Property as depicted in that certain document titled La Jolla Vista Conceptual Wall Program, which document was declared a public record by Resolution 2022-2255 and which is referred to and incorporated herein by this reference; and
- Perimeter walls along Citrus Road will compliment and be consistent with the design elements established within Las Brisas and newer West Goodyear developments; and

b) Entry Monuments, Corner Monuments, and Secondary Monuments hall be constructed at the locations identified in that certain document titled La Jolla Vista Monuments, which document was declared a public record by Resolution 2022-2255 and which is referred to and incorporated herein by this reference, and,

c) Entry Monuments shall be designed and constructed in accordance with the depiction of the Community Entry Monument Detail in that certain document titled La Jolla Vista Monuments, which document was declared a public record by Resolution 2022-2255 and which is referred to and incorporated herein by this reference, and

d) Corner Monuments shall be designed and constructed in accordance with the depiction of the Corner Community Entry Monument in that certain document titled La Jolla Vista Monuments, which document was declared a public record by Resolution 2022-2255 and which is referred to and incorporated herein by this reference, and

e) Secondary Entry Monuments shall be designed and constructed in accordance with the depiction of the Secondary Entry Monument in that certain document titled La Jolla Vista Monuments, which document was declared a public record by Resolution 2022-2255 and which is referred to and incorporated herein by this reference, and

f) The words “La Jolla Vista at West Goodyear” or “West Goodyear” shall be included on trellis, monument signs or similar agrarian structure at all entry, corner and secondary monuments; and

g) The primary and secondary entrances to the Property shall incorporate enhanced collector designs that will include bike lanes, landscaped medians, detached sidewalks; and

h) The design elements identified above may be modified subject to the determination of the City of Goodyear Zoning Administrator, at his/her sole discretion, that the alternatively proposed design elements collectively be of an equal or greater quality to those described above and provided the alternatively proposed design elements incorporate farm/agricultural and rustic elements such as the trellis structures and

landscaping that creates a sense of agricultural planting through linear and structured placements; and

9) All enhanced pavement or trail crossings, shall be pavers, colored concrete or stamped concrete constructed within public roadways shall be identified as a tract in the final plat that includes such roadways and the enhanced pavement or trail crossings shall be maintained by the HOA that is to be formed as described in Stipulation 5 in Section 4 (Conditions of Rezoning) below; and
10) Three (3) 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. These elements shall be agreed upon prior to the approval of a preliminary plat subdividing all or part of the Property; and
11) The following enhancements shall be constructed along the section of Citrus Road along or adjacent to the frontage of the Property: a 5-foot-wide landscape strip immediately adjacent to the curb; an 8-foot wide concrete sidewalk adjacent to the landscape strip adjacent to the curb; a 5-foot-wide landscape strip adjacent to the east side of the 8-foot sidewalk with shade trees planted 25-feet on center; equestrian trail(s) consisting of either two (2) decomposed granite 5-foot wide single trails both lined with a six inch (6") concrete header on either side of the trail if the equestrian trails are placed in a retention basin, stormwater channel, conveyance channel or similar water conveyance or stormwater retention feature or one (1) decomposed granite10-foot wide bi-directional equestrian trail, lined with a six inch (6") concrete header on either side of the trail if the equestrian trail is placed in a retention basin, stormwater channel, conveyance channel or similar water conveyance or stormwater retention feature (collectively the "Citrus Road Amenities"). The Citrus Road Amenities The Citrus Road Amenities shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure, except for model homes, located within any portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is incorporated herein by this reference. The Zoning Administrator may modify the dimensions and spacing requirements above in the event of a utility conflict but such modifications shall provide enhancements that are collectively equal or greater in quality to those described above; and
12) Subject to satisfaction of all requirements of the City of Goodyear Engineering Design Standards and policies, the following shall be required for a Terminating Street, which is defined herein as a street that terminates at a landscape strip that is at least 10-feet but less than 15-feet wide as measured from right-of-way or a wall with a landscape strip that is at least 10-feet but less than 15-feet wide as measured from right-of-way. The following shall be installed within such landscape strip of a Terminating Street: (i) a combination of two (2) vine trellis for every lot adjacent to the landscape strip of the Terminating Street AND within 250 feet of Terminating Street white cross rail fencing and vine trellis shall be installed (collectively, the "Additional Terminating Streetscape Enhancements"). If the Terminating Street connects to street(s) that terminate at walls with landscape strips of at least 15-feet in width or at landscape strips of at least 15-feet in width, Additional Terminating Streetscape Enhancements shall be installed within

each such landscape strip. Notwithstanding foregoing, the City of Goodyear Zoning Administrator, may accept alternatives to the Additional Terminating Streetscape Enhancements that are to be installed pursuant to the foregoing upon his/her determination, in his/her sole discretion, that the proposed alternative landscaping collectively be of an equal or greater quality to those described above.

13) There shall be no modifications to or replacement of any of the amenities, improvements, design elements, landscaping or improvements described above unless the Development Services Director or designee has determined that such modifications or replacements are consistent with the requirements set forth in this Ordinance or provide an equal or greater level of quality and functionality as the amenities, improvements, design elements, landscaping or improvements being modified or replace has approved such modifications.

SECTION 4. CONDITIONS OF REZONING

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

1) The approvals of all preliminary plats and all 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
2) The Existing Development Agreement for La Jolla Vista shall be terminated and a Notice of Termination terminating the Existing Development Agreement for La Jolla Vista and providing record notice that the agreements executed prior to the Existing Development Agreement for La Jolla Vista 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. All terms and conditions of the West Goodyear Infrastructure Agreement adopted by Resolution 17-1792 shall remain in effect; and
3) Except as otherwise provided herein, no access (pedestrian or vehicular) shall be allowed from the Property to Durango Street and from Durango Street to the Property. Owner shall construct a block wall as approved by the Zoning Administrator that prevents such access. The block wall shall include a gated and locked access point(s) as needed to provide access to facilities owned and operated by the Roosevelt Irrigation District; and
4) A 12.5-acre parcel adjacent to the northwest corner of the 173rd Avenue and Magnolia Street alignment, which parcel shall not include any part of the dedicated right-of-way, shall be dedicated for a future school site unless the Avondale Elementary School District advises the City of Goodyear Zoning Administrator in writing that it does not intend to develop the parcel as a school site. The parcel shall be 12.5 acres unless the Avondale Elementary School District advises the City of Goodyear Zoning Administrator in writing that it requires less than 12.5 acres for the development of a school site on the parcel and identifies the size of the parcel it requires, in which case the size of the parcel shall be the size set forth in the writing from Avondale Elementary School District; and
5) 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 above, 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

6) The Public Sales Report(s) for the Property and all final plats subdividing all or part of the Property shall disclose that the Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; and
7) The Public Sales Reports for the Property, all final plats subdividing all or part of the property, and all rental agreements for the rental of any unit within the Property shall disclose that the Property is subject to noise, cheering, pickleball paddles making contact with pickleballs, bouncing balls, splashes and other loud noises commonly associated with recreation centers, parks and the like; and
8) All Public Sales Reports for the Property, all final plats subdividing all or part of the Property, and all rental agreements for the rental of any unit within the Property shall include disclosures that the Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; and
9) All Public Sales Reports for the Property, all final plats subdividing all or part of the Property, and all rental agreements for the rental of any unit within the Property shall include disclosures that 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
10) Owner shall obtain from all initial homebuyers an executed acknowledgement that runs with the land in which the homebuyer acknowledges that the lot they are purchasing is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; 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 subject to noise, cheering, pickleball paddles making contact with pickleballs, bouncing balls, splashes and other loud noises commonly associated with recreation centers, parks and the like; and
11) Owner who rents more than one residential unit within the Property shall obtain an executed acknowledgment from each tenant in which the tenant acknowledges that the residential unit they are renting is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; 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 subject to

noise, cheering, pickleball paddles making contact with pickleballs, bouncing balls, splashes and other loud noises commonly associated with recreation centers, parks and the like; and

12) Signage shall be posted within all sales offices and, if any, all rental office offices that the Property is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; 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 subject to noise, cheering, pickleball paddles making contact with pickleballs, bouncing balls, splashes and other loud noises commonly associated with recreation centers, parks and the like; and
13) Signage shall be posted within all sales offices and, if any, all 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
14) Proposed phasing submitted with the rezoning is not approved and any phasing plan must be reviewed and at the discretion of the City Engineer or designee, approved through the preliminary plat or site plan processes or agreed upon in a development agreement approved by the City Council; and
15) In addition to constructing the infrastructure improvements specifically identified herein, Owner shall construct, at no cost to the City, all infrastructure improvements required by all applicable federal, state, and local laws and regulations in effect at the time of construction, including the City of Goodyear subdivision regulations, Building Codes, and Engineering Design Standards and Policy Manual adopted by the City in effect at the time of construction; and
16) 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 applicable laws, codes, ordinances, rules, regulations, standards, and 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, and/or (vi) required 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. 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

17) In addition to compliance with the Stipulations set forth herein, the development of the Property shall comply with all applicable federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property, including, but not limited to: the Goodyear Zoning Ordinance; the City of Goodyear subdivision regulations, Building Codes and Regulations; the City of Goodyear's Engineering Design Standards and Policies; and the Maricopa County Association of Governments standards for public works construction; and
18) 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 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
19) Other than the regional water and wastewater lines included within Resolution Nos. 06-1064 and 06-1065, 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
20) Owner shall, at no cost to the city, design and construct full half-street improvements for north-half of the section of W. Lower Buckeye Road along or adjacent to the frontage of the Property 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 (½) the median and one-half (½) the median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Lower Buckeye Road Improvements"). The recordation of the first final plat subdividing all or part of the Property shall trigger the obligations set forth herein, and the Lower Buckeye Road Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property except for model homes; and
21) Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Lower Buckeye Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping 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. The in-lieu

payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

22) Owner shall, at no cost to the city, design and construct full half-street improvements for east-half of the section of S. Citrus Road along or adjacent to the frontage of the Property 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 (½) the median and one-half (½) the 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"). The recordation of the first final plat subdividing all or part of the portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is incorporated herein by this reference shall trigger the obligations set forth herein, and the Citrus Road Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure, except for model homes, located within any portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is incorporated herein by this reference; and

23) Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of S. Citrus Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping 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. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property located within any portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is incorporated herein by this reference or prior to the issuance of any permits for construction work within the portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is incorporated herein by this reference, whichever is earlier; and

24) Owner shall, at no cost to the city, design and construct full half-street improvements for the west-half of the section of S. 173rd Avenue along or adjacent to the frontage of the Property required for a Major 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, and a full median shall be constructed from Lower Buckeye Road and connect into the existing median, approximately 100-feet north of the northern property line, shall be constructed within 173rd Avenue. (the "173rd

Avenue Improvements"). The recordation of the first final plat subdividing all or part of the portion of the Property shall trigger the obligations set forth herein, and the 173rd Avenue Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure, except for model homes, located within any portion of the Property. The City shall reimburse Owner the money the City collected from the adjacent property owner as a contribution towards the cost of the median and median landscaping; and

25) Owner shall, at no cost to the city, design and construct full street improvements for the north half and the south half of the section of W. Magnolia Street located within the Property required for a Local Street 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 "Magnolia Street Improvements"). The recordation of the first final plat subdividing all or part of the portion of the Property shall trigger the obligations set forth herein, and the Magnolia Street Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property except for model homes, located within any portion of the Property; and

26) Owner is responsible for a proportionate share of the costs of a full traffic signal (all four legs) at the intersection identified below. Owner shall make an in-lieu payment for the cost of traffic signals infrastructure at intersections adjacent to the Property. 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. The Property Owner's traffic signal obligations include, but may not be limited to:

    i) 25% of the cost of the full traffic signal (all four legs) at W. Lower Buckeye Road and S. 173rd Avenue. The in-lieu payment for this signal shall be paid prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier.

    ii) 50% of the cost of the full traffic signal (all four legs) at W. Lower Buckeye Road and S. 175th Avenue. The in-lieu payment for this signal shall be paid prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier.

    iii) 25% of the cost of the full traffic signal (all four legs) at W. Lower Buckeye Road and S. Citrus Road. The in-lieu payments for this signal shall be paid prior to or concurrent with recordation of the first final plat subdividing all or part of the Property located within any portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled located within any portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is incorporated herein by this reference or prior to the issuance

of any permits for construction work within the portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is incorporated herein by this reference, whichever is earlier.

iv) 25% of the cost of the full traffic signal (all four legs) at W. Durango Street and S. Citrus Road. The in-lieu payments for this signal shall be paid prior to or concurrent with recordation of the first final plat subdividing all or part of the Property located within any portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is incorporated herein by this reference or prior to the issuance of any permits for construction work within the portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is incorporated herein by this reference, whichever is earlier.

v) 50% of the cost of the full traffic signal (all four legs) at W. Watkins Street and S. Citrus Road. The in-lieu payments for this signal shall be paid prior to or concurrent with recordation of the first final plat subdividing all or part of the Property located within any portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is incorporated herein by this reference or prior to the issuance of any permits for construction work within the portion of the Property identified as Phase 2 (Parcels 7, 8, 9, and 10) in that certain document titled La Jolla Vista Proposed Phasing Plan, which document was declared a public record by Resolution 2022-2255 and which is incorporated herein by this reference, whichever is earlier.

27) In addition to being responsible for a proportionate share of the cost of full traffic signals (all four legs) identified herein, Owner is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signals located within or directly at any intersection adjacent to the Property, 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, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property. In addition, Owner shall make an in-lieu payment to the City towards the cost of the signal. Except as provided herein, the in-lieu payment will be 25% of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at an intersection were two of the four corners of the intersection are adjacent to the Property, Owner would be responsible for 50% 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. 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

28) 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 $496,220.16 pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional wastewater lines B and E that have been fully constructed; and
29) 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 $198,333.00 owed pursuant to the terms of the Cost Recovery Resolution – Water Delivery Lines for regional water lines A and B that have been fully constructed; and
30) Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property 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 approval of the first site plan for development within the Property, prior to the recordation of the first final plat subdividing all or part of the Property or prior to issuance of any construction permits for work within the Property, whichever is earlier; and
31) Owner agrees that that compliance with the following shall satisfy the obligations under applicable development regulations to provide financial assurances to ensure the construction external and internal infrastructure
    a) Internal Infrastructure shall be all infrastructure improvements required under applicable development regulations needed to serve the Property that will be owned by the City of Goodyear and that are located within the boundaries of the Property and are intended to primarily serve the Property. This include by way of example, internal streets, collectors, intersections, sidewalks, street landscaping, water lines, and wastewater lines. For Internal Infrastructure, Owner's financial assurance obligation shall, be satisfied by Building Permit Hold as described herein. Except as otherwise provided herein, the City shall not issue any building permits for any structure within the portion of the Property that is subject to recorded final plat until all of the Internal Infrastructure that is to be constructed within the platted property has been completed and accepted by the City or the City has been provided subdivision bond that meets the requirements set forth in the City of Goodyear Engineering Design Standards and Policies as they may be amended from time to time. If the construction of the Internal Infrastructure is being phased pursuant to an approved phasing plan, permits for structures within the phased property shall be issued only after all of the Internal Infrastructure identified in the approved phasing plan as being needed to serve the phased property has been completed and accepted by the City or, the City has been provided a subdivision bond that meets the requirements set forth in the City of Goodyear Engineering Design Standards and Policies as they may be amended from time to time. The City shall issue

building permits and certificates of occupancy for model homes within platted property and phased property prior to the completion of the Internal Infrastructure needed to serve such phased property upon the determination of the City Engineer or his designee that all of the External Infrastructure and Internal Infrastructure needed to serve the model homes has been constructed and the model homes otherwise comply with all other applicable development regulations. Notwithstanding anything to the contrary in this Ordinance, no certificate of occupancy shall be issued for any structure within the Property unless the City Engineer or his designee determine that all of the External Infrastructure and Internal Infrastructure needed to serve the structure has been constructed and the structure otherwise complies with all other applicable development regulations.

b) External Infrastructure includes all infrastructure improvements required under applicable development regulations and the Stipulations set forth herein that will be owned by the City of Goodyear and that located along the perimeter of the Property or outside the boundaries of the Property, which includes by way of example, water lines, wastewater lines, Lower Buckeye Road, Citrus Road and 173rd Avenue; and any intersection improvements for intersections located in whole or in part on an arterial street. For External Infrastructure Owner is required to construct in conjunction with the recordation of final plat and/or approval of site plan within the Property, Owner shall provide financial assurances in the form of: (i) subdivision bond that meets the requirements set forth in the City of Goodyear Engineering Design Standards and Policies as they may be amended from time to time; (ii) the establishment of an escrow account with funds in an amount sufficient to cover the estimated costs of the External Infrastructure: or (iii) an irrevocable letter of credit, in form acceptable to the City Attorney or his designee, in an amount sufficient to cover the estimated costs of the External Infrastructure. If the construction of the External Infrastructure for the platted portion of the Property, is to be phased or deferred, pursuant to an approved phasing plan, the financial assurances shall be limited to the External Infrastructure that Owner is required to construct in connection with each phase pursuant to the approved phasing plan. The City shall be entitled, without liability to the City, to withhold building permits for construction until financial assurances for the External Infrastructure has described herein has been provided to the City.

c) Notwithstanding the foregoing, the City shall issue building permits and certificates of occupancy for model homes within portions of the Property included in a final plat prior to the completion of the Internal Infrastructure needed to serve such Phased Property upon the determination of the City Engineer or his designee that all of the External Infrastructure and Internal Infrastructure needed to serve the model homes has been constructed and the model homes otherwise comply with all other applicable Development Regulations.

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. 21-17," declared a public record by Resolution 2022-2255, 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 Existing Development Agreement for La Jolla Vista as described above 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:

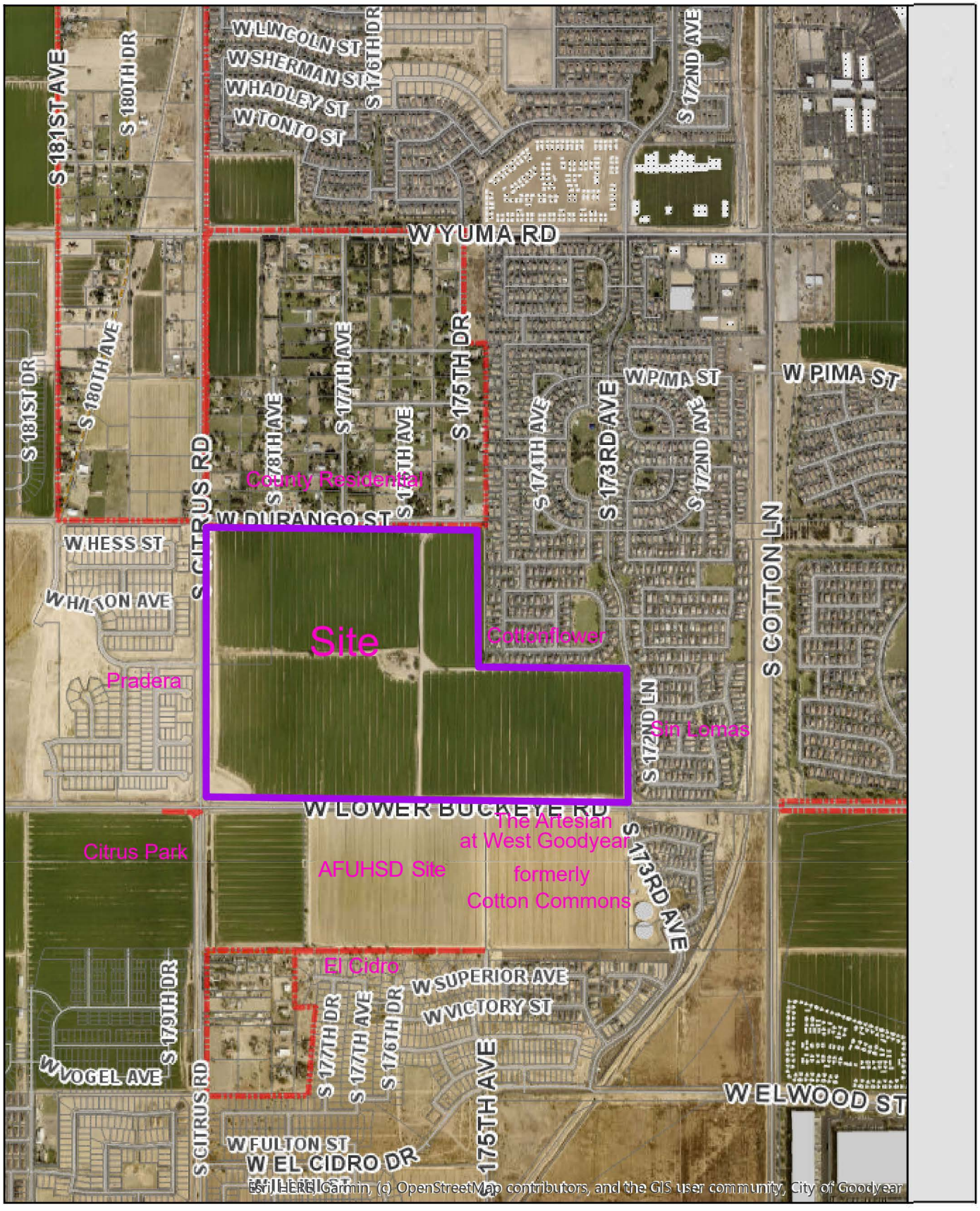
_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Name of Map: Aerial Exhibit

Description: La Jolla Vista at West Goodyear



La Jolla Vista

Rezone

Project Narrative
Northeast Corner of Citrus Road and Lower Buckeye Road









Prepared: June 2022

Submitted to:
City of Goodyear
Planning and Zoning
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Site Data

Project Location:	Northeast Corner of Citrus Road and Lower Buckeye Road
Request:	Rezoning
General Plan Designation:	Neighborhood
Existing Zoning:	PAD
Proposed Zoning:	R1-4 Reduced and R1-6 Reduced
Existing Use:	Agricultural
Proposed Use:	Single-Family Residential
Gross Area:	198.58 ac.
Net Area:	188.53 ac.
Maximum Proposed Dwelling Units:	736 Dwelling Units
Maximum Proposed Density:	3.71 D.U./acre
Approximate Open Space:	36.34 ac. (18.29%)

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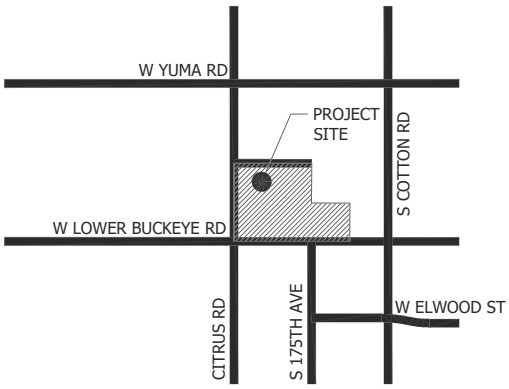
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1. Project Overview

Citrus & Lower Buckeye, LLC ("CLB") seeks to develop and construct La Jolla Vista, a single-family detached community on approximately 198.58 gross acres (188.53 net acres) located at the northeast corner of Citrus Road and Lower Buckeye Road ("the Site") in the City of Goodyear ("the City") (see **Exhibit A: Aerial Vicinity Map**). In order to develop, CLB is requesting to amend the zoning for the Site.



The purpose of this rezoning application is to modify the existing PAD zoning to R1-4 Reduced and R1-6 Reduced, to allow for construction of a single-family detached community that better reflects the current trends of the area and the goals of the updated Goodyear 2025 Plan.

The proposed design is a comprehensive redesign of the entire Site as a more integrated and inclusive community that provides easy access to amenities and services. The new design for the development creates a centralized amenity corridor that offers diverse places within the community that are accessible to the surrounding residents and evokes a strong sense of community. These proposed updates are to meet the current needs of homebuyers within the City.

Included in this document are conceptual plans, data tables, and additional exhibits that illustrates how the rezoning request is compatible with the surrounding area and creates a contemporary rural/agrarian themed development that will enhance the area and the City of Goodyear.



2. Existing Conditions

2.1 Current Zoning

The La Jolla Vista PAD was originally approved on October 24, 2005. This approval encompassed the entirety of the Site and included a variety of land uses and lot sizes. The PAD was divided into six (6) residential parcel areas that had defined underlying zoning, lot sizes, and density for each. A seventh (7th) parcel was designated for a school and park site. The underlying zoning districts for the parcels included R1-6, SF-D, and SF-A, to allow 60'x120', 70'x125', court homes, and a school/park site. The PAD permitted six-hundred and ninety (690) homes at a net density of 3.87 du/ac with 28.20 acres (15.1%) of open space.

Table 1 - Original Yield & Density Comparison – June 2005*

Parcel	Estimated Yield	Estimated Net Residential Density[2]	Lot Size	% of overall lots	Net Site Area[1]
1	**90**	**2.9**	**70'x125'**	**13**	32.8
2	**78**	**2.9**	**70'x125'**	**11**	29.7
3	**106**	**3.2**	**60'x120'**	**15**	33.2
4	**171**	**7.4**	**COURT HOMES**	**25**	23.1
5	**107**	**3.3**	**60'X120'**	**16**	32.8
6	**138**	**7.4**	**COURT HOMES**	**20**	18.6
school					12
park					8
Totals	**690**	**3.87[2]**			190.2

*Data from Tab 3, June 30, 2005 PAD

[1] Net Site Area = Gross acres (198.5) less arterials (8.29 ac) = 190.2

[2] Net Residential Density = Gross acres (198.5) less arterials (8.29ac) less school site (12ac) = 178.2

In 2016, a PAD amendment was requested and approved to modify the underlying zoning for Parcels 4 and 6. Parcels 4 and 6 had an underlying zoning of SF-D/SF-A to allow court home development. Due to the decrease in market demand for residential court home style development, the amendment sought to amend the underlying zoning to R1-6 to provide conventional single-family detached (SFD) housing. This amendment permitted five-hundred and fifteen (515) 50'x120' homes, which decreased the overall La Jolla Vista density from 3.87 du/ac to 2.89 du/ac.

Table 2 - Amendment Yield & Density Comparison					
Parcel	Yield	Net Residential Density	Lot Size	% of overall lots	Net Site Area[1]
1	**90[3]**	**2.7**	**70'x125'**	**18**	32.8
2	**78[3]**	**2.6**	**70'x125'**	**15**	29.7
3	**90[3]**	**2.7**	**60'x120'**	**21**	33.2
4[4]	**72**	**3.1**	**50'x120'**	**14**	23.1
5	**124[3]**	**3.8**	**60'X120'**	**21**	32.8
6[5]	**61**	**3.3**	**50'x120'**	**11**	18.6
school					12
park					8
Totals	**515**	**2.89[2]**			190.2

[1]Net Site Area = Gross acres (198.5 less arterials (8.29 ac) = 190.2

[2]Net Residential Density = Gross acres (198.5) less arterials (8.29) less school site (12ac) = 178.21

[3]Approved Final Plat Lot Yield

[4]The actual net acreage in Parcel 4 will be 22.45 acres. With 72 lots planned, the net density will be 3.2 du/ac.

[5]The actual net acreage in Parcel 6 will be 16.27 acres. With 61 lots planned, the net density will be 3.7 du/ac.

2.2 Surrounding Properties

The Site consists of a single parcel zoned PAD, designated as Neighborhood on the City's General Plan, and is currently being used for agricultural purposes The General Plan Land Use classifications, existing zoning, and uses for the adjacent parcels are listed in the table "Existing Conditions Summary" below, also see Exhibit B: Context Plan.

Table 1: Existing Conditions Summary

Direction	General Plan Land Use Category	Existing Zoning	Existing Use
Site	Neighborhood	PAD	Agricultural land
North	Neighborhood	RU-43 (Maricopa County)	Large lot single-family homes (County Island)
South	Neighborhood	C-1, R1-6, MF-24, and MF-12	Agricultural land
East	Neighborhood	PAD	Single-family homes
West	Neighborhood	R1-6 and R1-4	Single-family homes

3. Project Proposal

3.1 Summary of request

This request modifies the approved PAD zoning to R1-4 Reduced and R1-6 Reduced (see **Exhibit C: Existing and Proposed Zoning Maps** and **Exhibit D: Proposed Zoning Enlargement**). The Site has been divided into ten (10) newly defined parcels. To achieve the proposed single-family detached development this application is requesting:

- 104.89 gross acres of the Site to be rezoned from PAD to R1-4 Reduced (Parcels 1, 2, 3, 8, and 10)
- 93.68 gross acres of the Site to be rezoned from PAD to R1-6 Reduced (Parcels 4, 5, 6, 7 and 9)

This plan proposes a total of seven-hundred and thirty-six (736) dwelling units, reaching a gross density of 3.66 du/ac. Three (4) different lot sizes are being proposed with three-hundred and forty-six (346) 45'x115' lots, one hundred and sixty (160) 50'x115' lots, two hundred (200) 55'x120' lots, and thirty (30) 60'x120 lots. Lots adjacent to end tracts or end lot conditions may be impacted by the fillet caused by the Right-Of-Way thus creating a reduction in the square footage of a single lot by approximately two (2) square feet. The proposed open space for the site is approximately 36.34 acres (18.07%) (see **Exhibit E: Conceptual Master Site Plan**).

Design requirements for Residential Districts are needed when reductions to R1-4 and R1-6 standards are proposed. The current site plan proposes reductions for the following:

- Reductions in lot width to allow a minimum 40' for R1-4 and minimum 50' for R1-6 wide lots on the Site.
- The proposed site plan includes lots with a width no smaller than 45' wide. Reduction in the side yard setbacks to allow a minimum total of 10' on both sides.

3.2 Circulation

Special attention has been taken into planning the revised La Jolla Vista development to create a high-quality community that will provide new and diverse housing opportunities. The Site features single-family detached homes that will utilize local drives, fifty-foot (50') local streets, and a sixty-foot (60') collector street as its street network, with two access points along Citrus Road, two access points along Lower Buckeye Road, and one access along 173rd Avenue.

The entry streets to the developer, where identified in the Preliminary Plat, will be a collector street that meets the City's minimum requirements, but has been modified to enhance the ingress and egress experience to include landscaped median (varied plant palette to include trees), modestly widened travel lanes, and an 8'-minimum sidewalk and widened PUE for utility access.

A centralized main park, located at core of the Site, functions as a community hub with an array of amenities. Conveniently located within walking or biking distance for the community to enjoy, the park amenities can be accessed by the five-foot (5') and eight-foot (8') detached sidewalks that circulate throughout the Site. The detached sidewalks provide a level of comfort and safety for residents as they travel and enjoy the open space and amenities **(see Exhibit F: Pedestrian Connectivity Plan)**.

3.3 Landscape

Home styles with a structured contemporary desert and a patterned agrarian inspired hybrid landscape design are meant to complement the surrounding environment as well as reflect the agricultural heritage of the City **(see Exhibit G: Conceptual Landscape Plan)**. Building on the agrarian character of the area, authentic and natural materials including structured and patterned landscape designs will be utilized.

3.4 Open Space and Amenity Areas

La Jolla Vista is envisioned as a family-oriented community featuring a centralized main park with smaller open space areas throughout that are planned for drainage and/or open play turf. The intent of the main park's design is to create a community within a community, providing residents opportunities to experience unique activities in a central location within comfortable walking distance (generally approximately a quarter mile or less) of their residences.

The 8.31-acre main park amenity features several amenities and open play turf **(see Exhibit O: Main Park Amenity)**. Upon entering the community from Citrus Road and passing through the primary entry monuments, residents will arrive at a grove of trees demonstrating the agrarian theme of the community. This grove of trees is mirrored on both the west and east sides of the main park amenity. The main park includes a myriad of active and relaxing recreational opportunities which include features such as pool/ lap pool, basketball court, two (2) pickleball courts, a splash pad, gas fire pit, tot lot, game lawn, dog park, and more. Buyers will be made aware that noise may be heard and expected at community amenities.

The pool/ lap pool and pickleball, bocce, and basketball are located at the center area of the main park. Branching out on either side are pedestrian pathways that move through groves of shade trees and open play turf. Ramadas and shaded seating are spaced out along the pathways, providing privacy and convenient locations to stop and enjoy the views.

Residents coming to the east side of the main park can choose between a ramada or benches to relax and picnic near the tot lot playground. A large expanse of open play turf on both the eastern and western sides of the park offer flexible recreational space for groups of residents to come together to enjoy activities.

3.5 Walls and Entry Monumentation

Wall standards and wall design for La Jolla Vista, including location, are carefully planned to provide the right balance of privacy, screening, and visual access. The wall program also incorporates pedestrian access points and a central paseo leading residents and neighbors to the community's main park amenity **(see Exhibit I – Wall Plan and Exhibit J – Wall Program)**.

Theme walls will be located around the perimeter of the site - adjacent to Citrus Road, Lower Buckeye Road, and 173rd Avenue including the marketing trail corridors located off each of these roadways. Secondary theme walls will be located adjacent to landscape tracts and the paseo. Builder walls are also located throughout the Site. The primary theme column and the wall cap of the primary theme walls are integrated into the community entry monuments to further reflect the agrarian character.

Primary and secondary entry monument are planned for the Site. The entry monument concept is agrarian inspired and designed to be more modern in character, utilizing combinations of materials and finishes to emphasize uniqueness and dramatic contrast. The primary entry monumentation features a trellis structure that mimics the silhouette of a traditional farmhouse – elegant and yet simple with vertical and horizontal scale creating compression and focus on the arrival. White crossbuck split rail fence extends out and away from the monuments evoking a picturesque pop of agrarian white fencing which is complemented by the array of clustered grasses planted along the raised planting bed at each of the entry monuments.

The proposed entry monuments represent a peaceful agrarian life, but at the same time symbolize home base for all La Jolla Vista residents. **See Exhibit I – Wall Plan, Exhibit J: Wall Programs, and Exhibits K-M** for more detail on the walls and entry monuments.

4. Justification for Request

The conceptual designs for this proposed rezoning request are reflected in the proposed Development Standards, creating a high-quality community that meets the current and future needs of homebuyers. The revised layout, landscaping, amenities, etc., for La Jolla Vista improve upon the previously approved rezoning for the Site by re-examining the Site as a whole and in context of the surrounding area.

The proposed community includes the following elements per the City of Goodyear's Zoning Reduction Table:

Zoning Reduction Table		
Category	**R1-4 Reduced**	**R1-6 Reduced**
Amenity Elements	2	1
Connectivity Elements	4	2
Streetscape Elements	4	2

4.1 Amenity Elements (2 Required)

La Jolla Vista provides the following two (2) amenity elements:

1. Additional Park Space Required

By redesigning the community layout from the 2016 plan, the central amenity extends east-west creating a central park corridor of 8.31 acres. **See Exhibit G: Conceptual Landscape Plan.**

2. Additional Park Amenities

La Jolla Vista includes the following additional internal park amenities. See also **Exhibit O: Main Park Amenity.**

- Splash Pad
- Restroom facility
- Pickleball courts (2)
- Basketball court
- Dog park
- Pool/ lap pool
- Gas fire pit
- Game lawn
- Ramada with BBQ


Basketball Court


Pool


Pickleball Court


Splash Pad

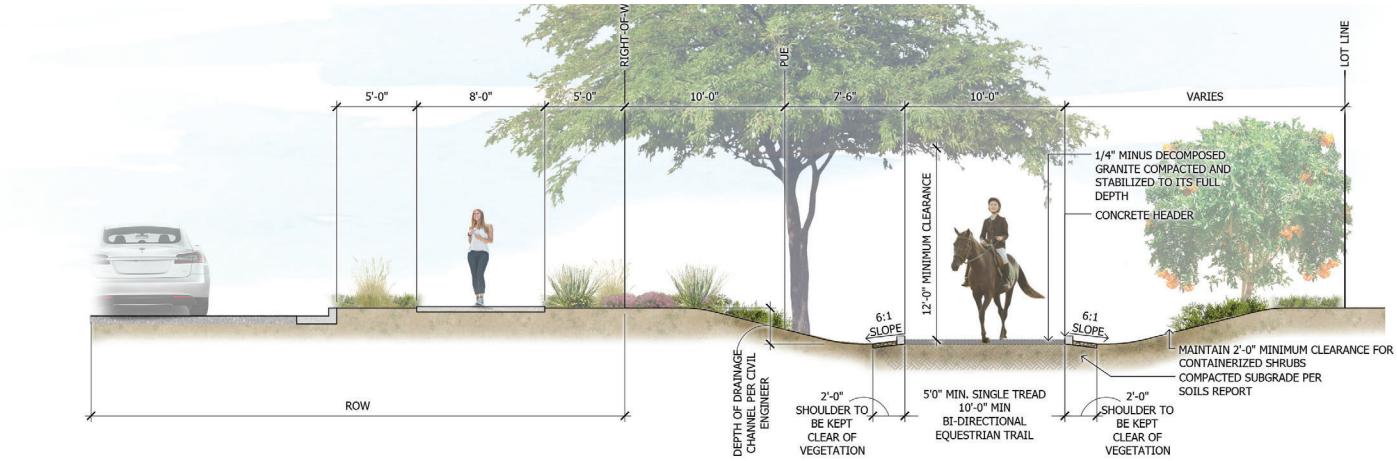
The proposed community includes the following elements per the City of Goodyear's Zoning Reduction Table:

4.2 Connectivity Elements (4 Required)

La Jolla Vista provides the following four (4) connectivity elements:

1. Trail System Connections

Along Citrus Road, the design includes a 10' wide equestrian path composed of decomposed granite. **See Exhibit F: Pedestrian Connectivity Plan.** This trail will be maintained, kept debris free, and the surface groomed and managed by the HOA.



1 Equestrian Trail
SCALE: 1/4"=1'-0"

2. No Subdivision Perimeter Wall

Walls within La Jolla Vista will only be constructed for individual lots. Split rail fencing will be provided along the outer perimeter following Citrus Road and Lower Buckeye Road as well as large landscape areas to help break up the visual of the individual lot walls. In areas by the primary, secondary entry features, and hard corners of the Site fences such as the white crossbuck split rail fence will be used to allow for views in and out of the community. **See Exhibit I: Wall Plan.**

3. Infill Connectivity

The Site is located within a growth area as defined by the General Plan.

4. Lot Diversity

A significant number of lots within the subdivision of La Jolla Vista exceed the minimum lot width by 5 feet. 78.26% of the lots in La Jolla Vista to exceed the required minimum lot width (a total of 576 dwelling units). **See Exhibit E: Conceptual Master Site Plan.**

- 45' x 115' – comprise approximately 47% of the Site
- 55' x 120' - comprise approximately 27% of the Site
- 60' x 120' - comprise approximately 4% of the site

The proposed community includes the following elements per the City of Goodyear's Zoning Reduction Table:

4.3 Streetscape Elements (4 Required)

The streetscape elements will be finalized with the Preliminary Plat review. However, in order to meet the four (4) Streetscape Elements, the development will include:

1. Detached sidewalk

In the currently proposed plans, detached sidewalks create an elevated experience of accessibility and safety that pedestrians can enjoy while walking among the agrarian inspired plantings. Along local streets in the development, 6' of landscape area buffer pedestrians from the street. These 6' wide landscape areas will be HOA maintained and the requirement will be included in the final plat or CC&Rs. **See Exhibit F: Pedestrian Connectivity Plan.**

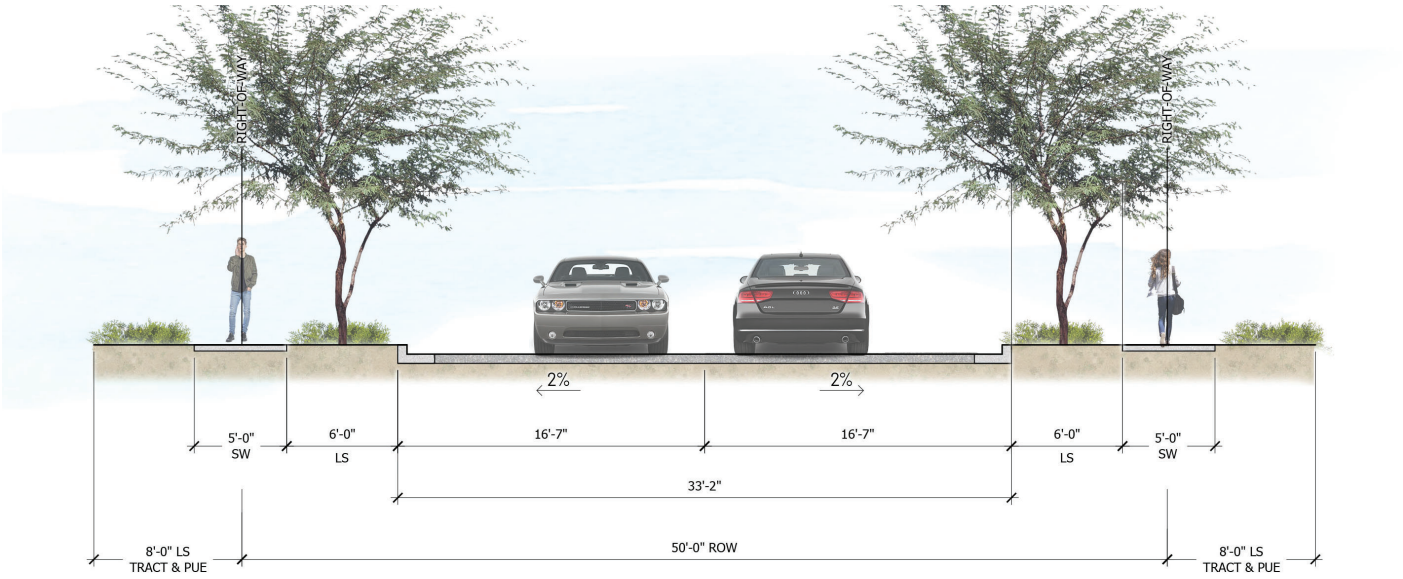
2. Additional Streetscape Element - Paving Material at Entryways

In the proposed plan, decorative stamped concrete will be used at all primary entryways.

3. Additional Streetscape Element – Paving Material at Homes

In the proposed plan, decorative paving material is utilized for all horizontal paved services between the house and sidewalk.

Local Street Section



4. West Goodyear Design, Theme, and Entrance Elements

The proposed plan incorporates the following elements into the primary and secondary entrances. **See also Exhibits K-M** for more detail on the primary and secondary entrance monumentation:

- The primary and secondary entrances to the community incorporate enhanced collector designs that include bike lanes, landscaped medians, and detached sidewalks.
- A white crossbuck split rail fence is included at both the primary and secondary entrances and at hard-exterior corners – **see Exhibit I: Wall Plan** for locations.
- Perimeter wall along Citrus Road will complement and be consistent with the design elements established by Las Brisas. Perimeter areas will also be landscaped, and many locations include the white crossbuck split rail fence – **see Exhibit I: Wall Plan.**
- Farm/agricultural and rustic elements such as the trellis structures are incorporated at the primary and secondary entry monuments.
- Landscape planting creates the sense of agricultural planting through linear and structured placement.
- The signage at the primary and secondary entry monuments will read "La Jolla Vista at West Goodyear" – see **Exhibit K: Community Entry Monument** and **Exhibit M: Corner Community Entry Monument**.

Conceptual La Jolla Vista at West Goodyear Entry Monument



4.4 General Plan Conformance

The following section details La Jolla Vista's conformance and compliance to the to the goals and policies within the City of Goodyear's Zoning Ordinance and the City of Goodyear's 2025 General Plan.

This project reflects the following conformance with the City's goals, objectives, and policies from the City's General Plan:

1) Community Vision: Create a highly desirable and sustainable place to live.

a) *Vision Strategy 1. Create Attractive Places and Diverse Destinations*

b) *Vision Strategy 2. Develop a Physically and Socially Connected Community*

c) *Vision Strategy 3. Expand the Parks, Open Space, Trails, and Recreation System.*

d) *Vision Strategy 8. Provide Opportunities for Living a Healthy Lifestyle*

2) Community Goals: Physical Growth and Development

a) Goal GD-1. 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.

i) Objective CC-5-1. 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.

(1) Policy "b": Provide for and encourage a wide variety of housing products to suit the needs of existing and future residents.

(2) Policy "c": Development within large master planned communities should: Include trails, open space, and internal and external connectivity.

b) Goal GD-3. A connected community with a well-functioning roadway network of complete streets that meets the needs of its residents, workforce, and visitors. (Transportation/ Circulation)

i) Objective GD-3-1. Establish and maintain a well-functioning roadway network.

(1) Policy "a" Implement the goals, standards, plans, and policies identified in the adopted Transportation Master Plan.

(2) Policy "b": Utilize the adopted street cross- sections and standards as included in the Engineering Design Guidelines and Policy Manual.

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

i) Objective CC-1-1. Create and foster complete neighborhoods.

(1) Policy "a": Promote the concept that all neighborhoods in Goodyear should be "complete neighborhoods" meaning they include: a range of housing options, the option to safely walk or bike to internal and external destinations parks and other recreational facilities, places and spaces that encourage social interaction, accessibility for people of all abilities,

(2) Policy "c": Designate open space or parks as the focal point of the neighborhood and ensure they are available within walking distance to all residents.

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

(1) Policy "a": Roads should be designed and built-in conformance to a "complete streets" policy meaning they are designed with all users in mind and include space for automobiles, transit, bicycles, and pedestrians to move safely and comfortably through the community.

(2) Policy "b": Include shared-use sidewalks or trails within neighborhoods that maximize internal walkability and provide connections to trail systems, schools, shopping, existing developments, and parks.

(3) Policy "c": Provide bike paths and bike lanes where possible to increase connectivity.

(4) Policy "d": Promote walking and bicycling through neighborhood design (e.g., shaded sidewalks, traffic calming, safe pedestrian crossings)

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

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

(1) Policy "a": Encourage a mix of quality and compatible housing types consistent with market trends and demand that adequately meets the needs of current and prospective residents and workers.

e) 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.

i) 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.

(1) Policy "d": In the Neighborhoods land use category, parks and open spaces primarily should: Be a focal point of the neighborhood, contribute to a sense of place, be a place where children can safely play, provide opportunities for social interaction, locate parks to integrate neighborhoods, so that residents of different neighborhoods can meet and socialize, and all residences shall be located within a ¼ mile of a public or private neighborhood park.

f) Goal CC-6 A community committed to educational excellence.

i) Objective CC-6-1. Support K-12 learning institutions.

(1) Ensure area school districts are involved with master planning, population forecasting, and strategic planning to ensure that information is shared, resources are used wisely, and common goals are aligned.

g) Goal CC-7 A community with access to healthy eating and active lifestyle opportunities.

i) Objective CC-7-2. Promote a physically active community.

(1) Policy "a": Provide opportunities for walking and biking to destinations whenever possible.

h) Goal CC-9 An engaged and informed community.

i) Objective CC-9-1. Facilitate an informed and active community.

(1) Partner with neighborhood groups and H.O.A.s to strengthen lines of communication and disseminate information.

(2) Provide and/or designate a neighborhood gathering places such as a parks, schools, or community centers.

i) 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.

Zoning Ordinance Section §1-3-1.D.3.:

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;

Response:

La Jolla Vista planning documents are in conformance and meet the goals and objectives provided in the City of Goodyear's planning documents. The development reflects consideration of current market factors, demographics, infrastructure, traffic, and environmental issues.

Zoning Ordinance Section §1-3-1-D.3.

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

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;

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;

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;

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;

Response:

The Property is mostly flat agricultural land and is appropriate for residential development. The Project's density and scale will be compatible with the surrounding single-family developments.

La Jolla Vista will be compatible with the existing and planned residential uses in the surrounding area. The Project's design locates the 60'x120' product along the northern half of the site, near the neighboring area across Durango Street currently zone RU-43 for large lot single-family homes. The 45'x115' lots fall primarily along Lower Buckeye Road nearer to the C-1 and R1-6 area across the street. The sizing and arrangement of lots helps to transition the level of densities to be more gradual across the site As described above, La Jolla Vista is an infill development with existing infrastructure and services in the area. It offers ample on-site amenities appropriate for all ages to provide passive and active outdoor recreation opportunities for homeowners. The Applicant will also work with the Avondale Elementary School District and the Agua Fria High School District regarding the 12.54-acre school site located within the development. **See Appendix A: Letter of Support – Avondale Elementary.**

Zoning Ordinance Section §1-3-1-D.3.

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

Response:

Due to significant existing and planned public services in the vicinity of La Jolla Vista, adverse fiscal impacts are not anticipated. The development will include the improvements needed to connect to existing infrastructure and services and will pay into the West Goodyear Water and Sewer cost recovery reimbursement program.

Zoning Ordinance Section §1-3-1-D.3.

h. General public's concerns;

Response:

The Applicant will comply with the citizen review process set forth in Section 1-3-8 of the Zoning Ordinance to determine if any concerns are raised by the public.

Zoning Ordinance Section §1-3-1-D.3.

i. Whether the amendment promotes orderly growth and development; and

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.

Response:

The proposed rezoning to Reduced R1-4 and R1-6 Reduced to for La Jolla Vista to develop with a variety of high-quality housing products is consistent with the General Plan's Neighborhoods land use designation and does not alter the planned orderly growth and development in this area.

La Jolla Vista is a planned community that will increase housing options while remaining consistent with the area's existing residential character.

General 2025, Chapter 8 Land Use and Transportation Plan, Neighborhood Development Standards, 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.

Response:

The Property is currently within the Goodyear 2025 General Plan's "Neighborhoods" land use category, which "*[p]rovides areas for the growth and development of neighborhoods*" and "*include[s] a wide range of densities and housing product*." The Project is categorized as "Low Density Residential" with a density of less than five dwelling units per acre. La Jolla Vista is designed to support the core planning principles of the City of Goodyear and provide high quality living for future residents.

General 2025, Chapter 6 Community and Cultural Development, Housing, Section 2 Housing, Goal CC-1:

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

Objective CC-1-3:

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

Policies:

a. Encourage the use of regionally appropriate, attractive, and diverse architecture and landscape treatments

Objective CC-1-5:

Promote neighborhood identity within a shared City culture and bring neighborhoods together.

Policies:

a. Use style, architectural design, form, and landscape treatments to create unique identities within neighborhoods.

b. Link neighborhoods together through publicly accessible and private, public use paths, greenways, trails, and open space.

c. Establish neighborhood gateways and connect residential neighborhoods through design elements such as street tree theming

Response:

La Jolla Vista will incorporate the area's rural and agricultural character through its landscaping theme that evokes the feeling of structured and linear agricultural planting and applies it throughout the Site using native and desert adapted vegetation. The agrarian touches of trellis structures at entry features and the utilization of white crossbuck split rail fence at all entry monument and major edges of the site is designed to create a sense of place within the community and greater Goodyear.

General 2025, Chapter 6 Community and Cultural Development, Housing, Section 2 Housing, Goal CC-2:

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

Response:

The Project increases the diversity of housing options in the area with a balanced mix of four product types. La Jolla Vista's Preliminary Plat will include approximately forty-five (47) percent forty-five (45) foot wide lots, approximately twenty (21) percent fifty (50) foot wide lots, approximately twenty-five (27) percent fifty-five (55) foot wide lots, and approximately four (4) percent sixty (60) foot wide lots. Each product will allow residents to choose from multiple floor plans, color palettes, and finishing materials to create a diverse yet cohesive community. La Jolla Vista strives to feature a variety of plans and lot sizes that provides homeowners in a community with access to an evolving lifestyle that differentiates it from other communities.

Goodyear 2025, Chapter 8 Land Use and Transportation Plan, Universal Development Standards, 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.

Standard 6:

Required open spaces for adjoining developments should be combined where practical to create larger areas of open space beneficial to the developments and the community.

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.

Response:

Residents will have ample opportunity for active and passive recreation with a centrally located 8.31-acre park and amenities that are within one quarter mile of homes. The design highlights careful consideration of open space and trail connectivity, while promoting a clear focus on separating pedestrian and vehicular circulation via detached sidewalks, trails, and traffic calming measures.

Goodyear 2025, Chapter 8 Land Use and Transportation Plan, Universal Development Standards, Standard 2

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 3

New developments shall demonstrate that there are adequate services and facilities, or plans to provide the necessary services and facilities, to serve the development during the development approval process.

Standard 4

Goodyear promotes a graduated density/intensity concept. Developments with similar densities should locate near each other, gradually increasing density towards village centers, the City Center, or transit corridors and lowering density near protected uses (such as a natural feature). Developments with similar intensities (e.g., building height, building bulk or intensity of use) should locate near each other gradually increasing intensity towards transit corridors, the City Center, industrial development, and commercial centers and decreasing intensity towards residential developments.

General 2025, Chapter 4 Community Goals, Physical Growth and Development, Goal GD-2:

Effectively managed and well-distributed growth that meets or exceeds the quality of existing development and addresses the needs of existing and future residents and businesses. (Growth Areas, Cost of Development)

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.

Response:

La Jolla Vista is located within an area undergoing significant residential development with existing infrastructure. This community provides efficient infill development on currently vacant land while paying its fair share of the cost of development.

5. Infrastructure & Services

5.1 Transportation Systems

This project is in close proximity to several major roadways and valley freeways are readily accessible to the Site. The Site is located approximately 1.7 miles to the south of the Arizona Loop 303 and the Interstate 10 can be accessed at that Loop 303 entrance. A traffic report was submitted with a previous plat, but an updated traffic report has been submitted with the new Preliminary Plat for La Jolla Vista.

The Ultimate Street Rights-of-Way will comply with the City's Area Master Transportation Plan and conform with all street standard details for the arterial streets (55' ½-street frontage Right-of-way), the collector streets (60' Right-of-way), and local streets (50' Right-of-Way). Details for any variation have been included with this application, namely, the entry collectors identified on the preliminary plat. Accommodations have been made for the future Durango Road by limiting the position of proposed lots at the north end of the development site to provide for the future Durango Road right of way.

5.2 Actual access points and timing of construction will be determined based on the Traffic Impact Analysis. Utilities/ Services

The City of Goodyear will provide refuse and emergency services (fire, police, and ambulance) for the community.

Service Providers

- City of Goodyear - Water
- City of Goodyear - Sewer
- City of Goodyear - Fire Department
- City of Goodyear - Police Department
- Roosevelt Irrigation District - Irrigation
- Arizona Public Service – Electrical
- COX/CenturyLink - Telecommunications

5.3 Project Infrastructure

A potable water line currently exists in Lower Buckeye Road extending east from Sarival Avenue to 173rd Avenue where it turns north and continues to Yuma Road. New preliminary water, sewer, and any additionally required infrastructure plans will be submitted with the Preliminary Plat for La Jolla Vista.

5.4 Water and Sewer Infrastructure

La Jolla Vista is located within the water service area of the City of Goodyear and will be served with water from the City's existing booster/storage facility number 12, located south of Lower Buckeye Road between Cotton Lane and Citrus Road. The existing storage facility connects with a 24" waterline and then to a 16" water line that exists in Lower Buckeye Road from 173rd Avenue to the 183rd Avenue intersection; a 16" water line is also located in Citrus Road from Lower

Buckeye to Yuma Road. Both phases of the project will provide a looped water supply system required in the event of interruption of water supply from one direction.

The wastewater generated by the La Jolla Vista subdivision will be conveyed southeast by gravity with outfalls to existing manholes located in Lower Buckeye Road and 173rd Avenue. Existing 15" and 18" sewer lines are located in Lower Buckeye Road tie to the existing trunk line in Cotton Lane.

The summary of allocated water and sewer demands from the West Goodyear Master Water and Sewer Studies and calculations are provided in the project preliminary water and sewer reports.

5.5 Grading and Drainage

The Site generally flows to the south with a ridge located in the eastern portion of the Site splitting the Site east and west. Offsite flows enter the Site at the Northwest corner and flow to the south and leave the Site at the southwest corner. These offsite flows will be collected in a channel and conveyed adjacent to Citrus Road to a proposed box culvert to be located just north of the intersection of Lower Buckeye Road and Citrus Road. The proposed box culvert will connect to an existing culvert that conveys the flows west and south to the outfall southwest of the intersection. Generally, each phase will retain the 100 Year 6 Hour storm event independently. Retention basins have been designed per City of Goodyear design guidelines and are located within open space tracts throughout the subdivision.

Existing Roosevelt Irrigation District (RID) irrigation ditches are located through the central part of the site and along Citrus Road (each running north to south). To These existing ditches (in both of these locations —through the central part of the site and along Citrus Road) will be converted to pipes to continue service to customers downstream of the development. In the case of the irrigation service through the central part of the site, receiving properties of the irrigation water are south of Lower Buckeye Road. In the case of the irrigation service along Citrus Road, the irrigation facilities deliver to properties west of Citrus Road. The alignments of the new irrigation piping will occupy their similar location as the existing ditches. The irrigation service through the central part of the site will be piped along the roadway of the development through the central part of the site, and correspondingly, a new pipe for irrigation service will be installed as a replacement along Citrus Road.

5.6 Schools

The property is within the Avondale Elementary School District and the Agua Fria High School District. In previous plans a park was adjoining the proposed school site but after the School District discussed safety concerns the shared park concept was changed due to the school requiring the need to close the entire school/park facility during school hours. The proposed plan redesigned the location of the park to better serve the community by integrating it into a central amenity hub. An updated school agreement will be provided to the City prior to Council approval of this requested Rezoning. Avondale Elementary School District have provided a letter of support for the project, **see Appendix A: Letter of Support – Avondale Elementary District.**

6. Phasing

The subdivision will be divided into 2 Phases and 10 Parcels. Phase one will include parcels 1-6 and 387 lots. Phase 2 will include parcels 7-10 and 349 lots. See **Exhibit P: Phasing Plan** for additional detail on the phasing of La Jolla Vista. A formal phasing plan will be submitted with the Preliminary Plat. The phasing plan will be approved by the City Engineer before Council Approval of the Preliminary Plat. The phasing will allow for stand-alone development within each phase according to the figure below and the schedule of improvements:

Roadway

Phase 1:

- All half-street improvements to 173rd Avenue.
- All half-street improvements to Lower Buckeye Road from 173rd Avenue to the west up to the phase line.
- All collector and local street roadway shown in the Phasing Exhibit
- A temporary local street connection along the phase line through the central open space (connecting Watkins Street and Gibson Lane)

Phase 2:

- All half-street improvements to Lower Buckeye Road from the phase line to the west to Citrus.
- All half-street improvements to Citrus from Lower Buckeye Road to the north until Durango
- All collector and local street roadway shown in the Phasing Exhibit
- Removal of the temporary local street connection along the phase line through the central open space

Water

Phase 1:

- Connect 8" to the 24" in 173rd Avenue.
- Connect 8" to the 16" in Lower Buckeye at 175th Avenue and 177th Avenue.
- From the offsite connections to 173rd Avenue and Lower Buckeye, all remaining Parcels in the phase looped with 8" waterline.
- Stub on-site to Phase 2.

Phase 2:

- Connect 8" to the 16" in Citrus at Hilton Ave and Magnolia Street and Phase 1 stubs.
- From the offsite connections to Citrus, all remaining Parcels in the phase looped with 8" waterline.

Wastewater

Phase 1:

- Connect 8" to the extended 8" in 173rd Avenue (at Magnolia Street).
- Connect 8" to the 18" in Lower Buckeye at 175th Avenue.
- From the offsite connections to 173rd Avenue and Lower Buckeye, all remaining Parcels in the phase gravity drain with 8" line.

Phase 2:

- Connect 8" to the 18" in Lower Buckeye through a tract in the 177th Drive alignment.
- From the offsite connections to Lower Buckeye, all remaining Parcels in the phase gravity drain with 8" line.

7. Conclusion

The rezoning of La Jolla Vista from PAD to R1-4 Reduced and R1-6 Reduced will allow for the construction of a re-imagined single-family detached community that better reflects the current and future needs of homebuyers. The proposed development creates a community that offers superiors service through a more unified community that provides easy and convenient access to amenities and services.

The La Jolla Vista development is consistent with the General Plan. The proposed La Jolla Vista design includes more community enhancing features and a myriad of active/passive options for residents to enjoy through centralized amenity corridor that is within a comfortable walking and biking distance.

La Jolla Vista will be a high-quality community that provides access to amenities and services through a contemporary agrarian inspired design that blends the historical origins of the City with a vision of today and the future.

List of Exhibits

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Exhibit N: Community Ramada and Mailbox Kiosk 43

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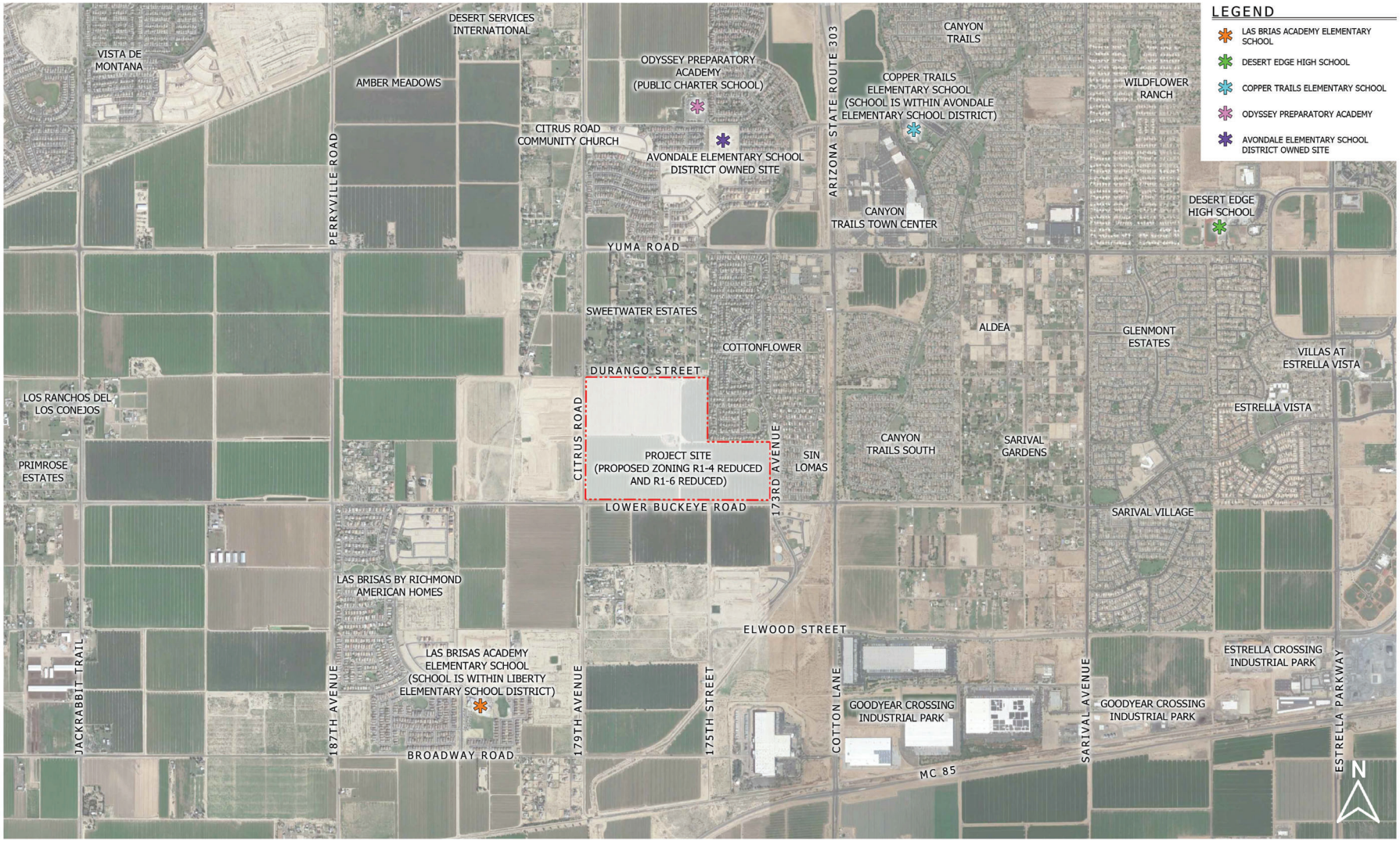
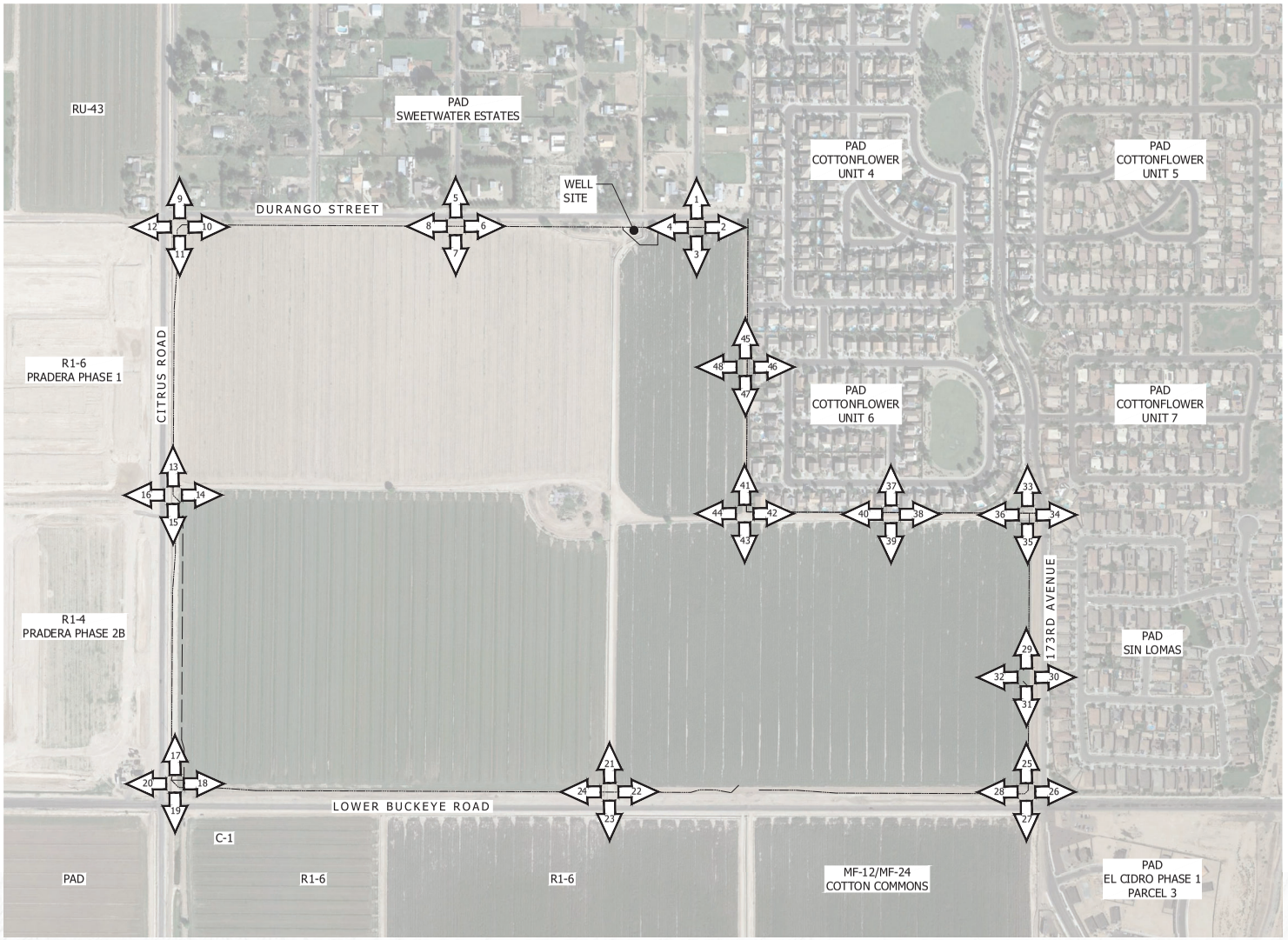


Exhibit A: Aerial Vicinity Map



CONSULTANT TEAM

PLANNER / LANDSCAPE ARCHITECT:

ABLA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
P. 480.530.0077
CONTACT: ANDY BARON

CLIENT:

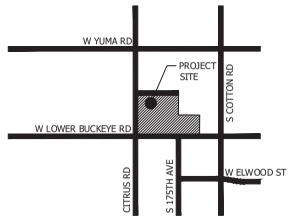
CITRUS & LOWER BUCKEYE, LLC
8901 E. PIMA CENTER PARKWAY
SUITE 230
SCOTTSDALE, ARIZONA 85258
EMAIL: PDANGELIS@CRALTD.COM
CONTACT: PHIL DEANGELIS

SITE DATA:

ADDRESS:	CITRUS ROAD AND WEST OF LOWER BUCKEYE ROAD
APPLICANT:	ABLA
CONTACT:	ANDY BARON
EXISTING ZONING:	PAD
PROPOSED ZONING:	R1-4 REDUCED & R1-6 REDUCED
GROSS ACREAGE:	198.58 AC.

LEGEND

SEE PRE-APP CONTEXT PHOTOS EXHIBIT SHEETS 1-12



VICINITY MAP

Exhibit B: Context Plan

1



North



East



South



West

2



North



East



South



West

3



North



East



South



West

4



North



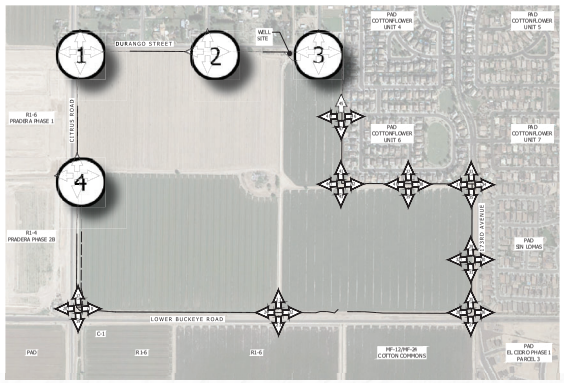
South



East



West



Key Map

Exhibit B: Site Photos from Locations 1-4



North



East



South



West



North



East



South



West



North



East



South



West



North



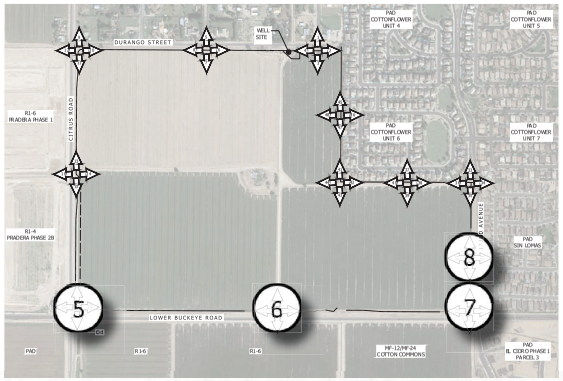
South



East



West



Key Map

Exhibit B: Site Photos from Locations 5-8



North



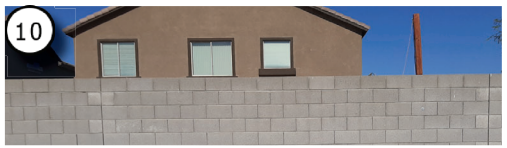
East



South



West



North



East



South



West



North



East



South



West



North



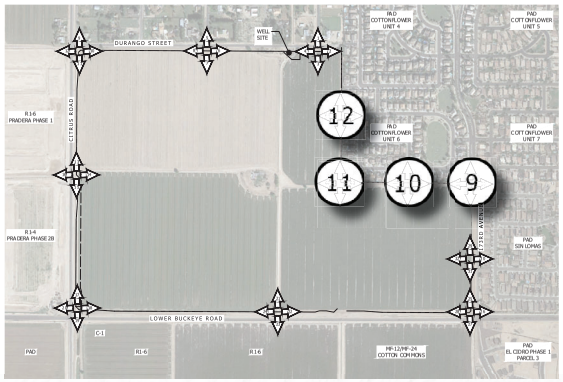
South



East

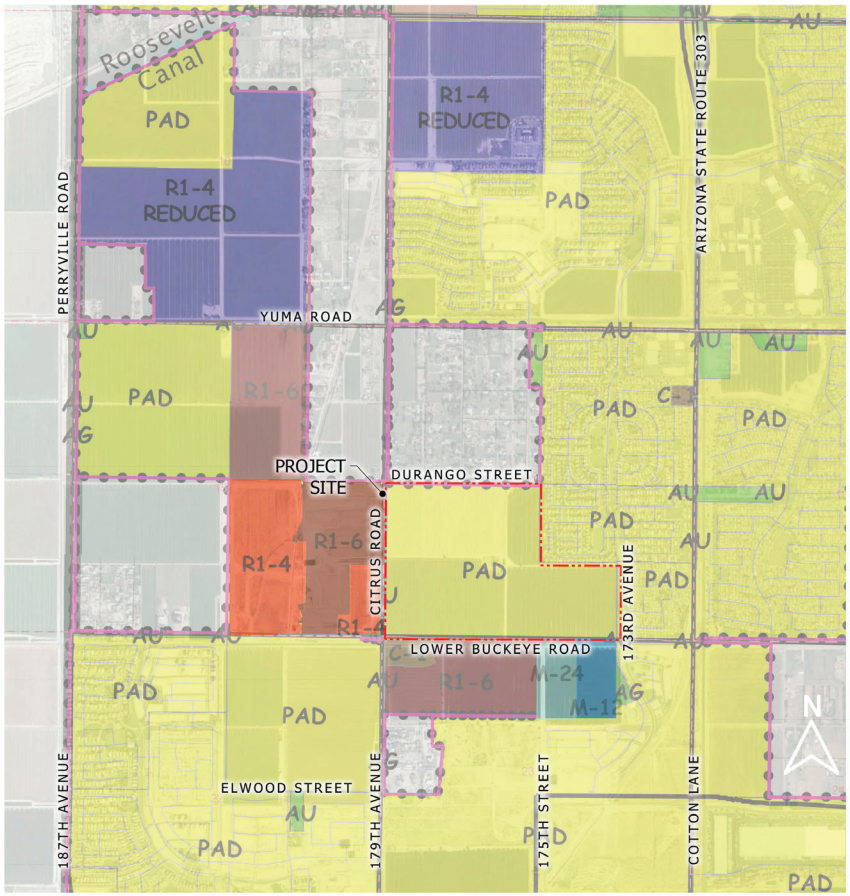


West



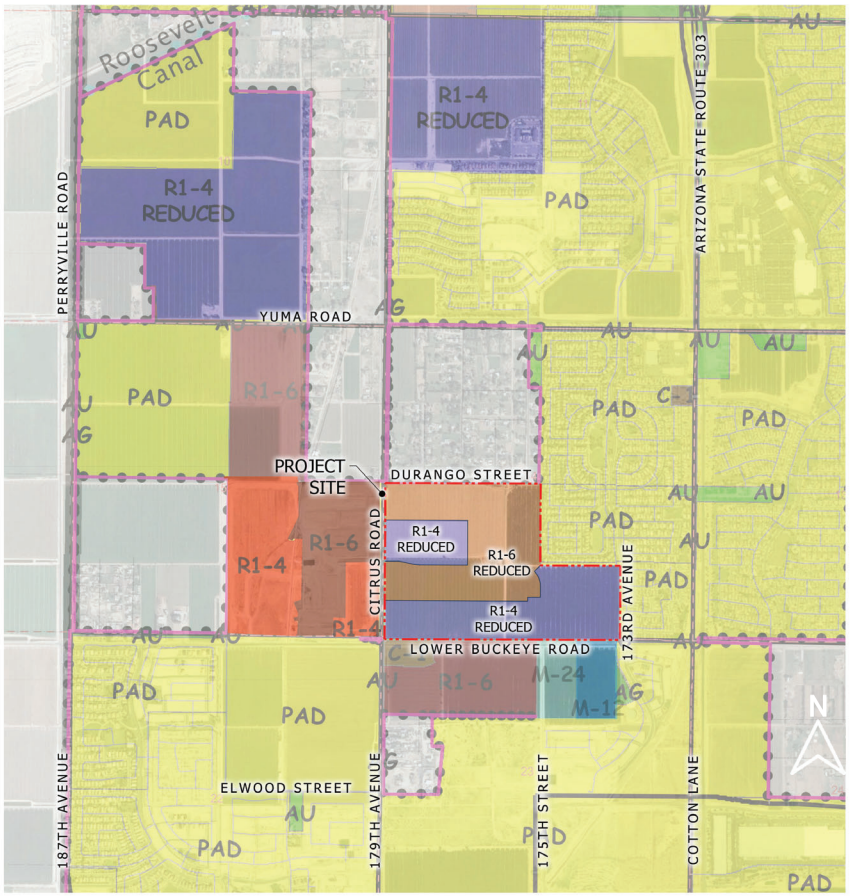
Key Map

Exhibit B: Site Photos from Locations 9-12



EXISTING ZONING

AG	AGRICULTURAL DISTRICT	R1-4 REDUCED	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (REDUCED LOT SETBACKS)
AU	AGRICULTURAL/URBAN	R1-4	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT
C-1	NEIGHBORHOOD COMMERCIAL	M-12	MULTI-FAMILY RESIDENTIAL DISTRICT
C-2	GENERAL COMMERCIAL	M-24	MULTI-FAMILY RESIDENTIAL DISTRICT
PAD	PLANNED AREA DEVELOPMENT		
R1-6	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT		



PROPOSED ZONING

AG	AGRICULTURAL DISTRICT	R1-4 REDUCED	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (REDUCED LOT SETBACKS)
AU	AGRICULTURAL/URBAN	R1-6 REDUCED	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (REDUCED LOT SETBACKS)
C-1	NEIGHBORHOOD COMMERCIAL	R1-4	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT
C-2	GENERAL COMMERCIAL	M-12	MULTI-FAMILY RESIDENTIAL DISTRICT
PAD	PLANNED AREA DEVELOPMENT	M-24	MULTI-FAMILY RESIDENTIAL DISTRICT
R1-6	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT		

Exhibit C: Existing and Proposed Zoning Maps

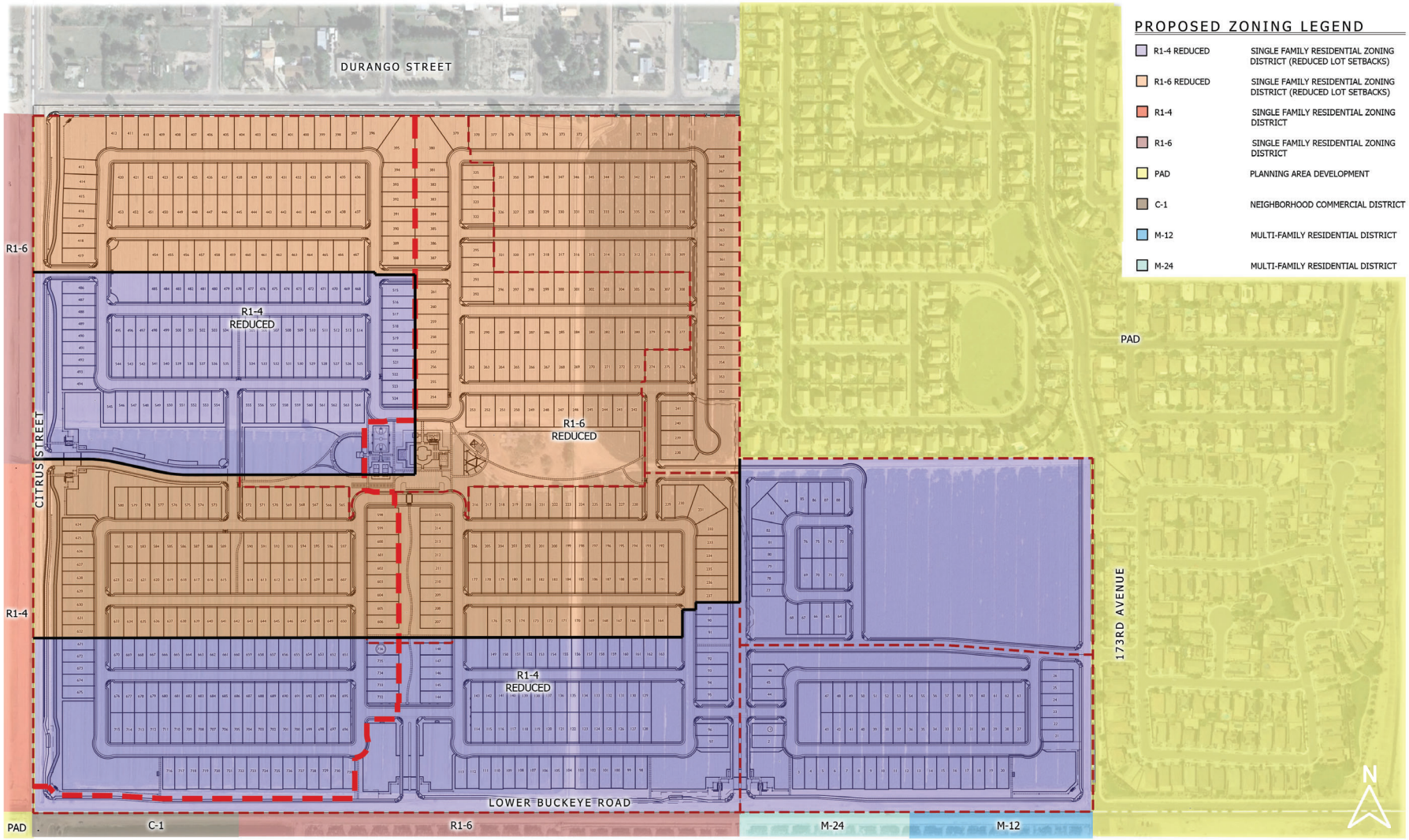
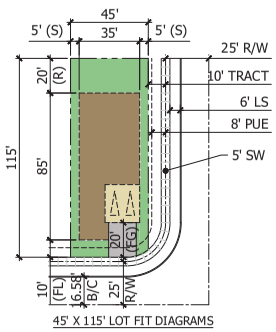


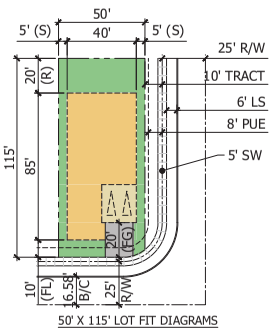
Exhibit D: Proposed Zoning Enlargement

Development Standards			
Category	Approved PAD	Proposed R1-4 Reduced	Proposed R1-6 Reduced
Minimum Lot Size	7,000 S.F.	4,000	5,000
Minimum Lot Width	60'	40'	50'
Minimum Lot Depth	120'*	100'	100'
Minimum Height	30'	30'	30'
Maximum Building Coverage	40% Two Story Homes 45% One Story Home	60%	60%
Minimum Setbacks - Front (1)	20' (10' for side entry & living area/porches)	10'	10'
Minimum - Total Both Sides	15'	10'	10'
Minimum Side Yard	5'	5'	5'
Rear Yard	20'	20'	20'
Street Side (2)	10'	10'	10'
Amenity Elements	N/A	2	2
Connectivity Elements	N/A	4	4
Streetscape Elements	N/A	4	4

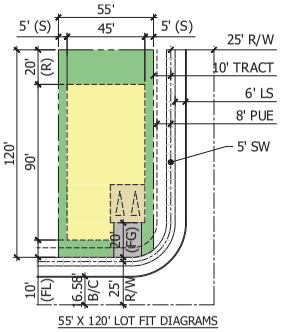
*Maximum Lot Depth is 115' for Lots fronting knuckles/"Bubbles"
(1) Front setback shall be measured to patios, livable space, and side entry garage
(2) Where a minimum 10' wide landscape tract is provided, the typical side setbacks, rather than Street Side setbacks applies



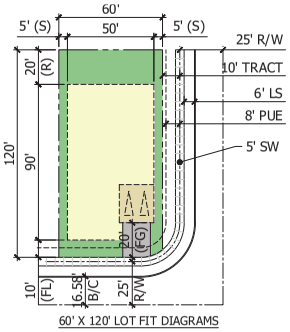
45' X 115' LOT FIT DIAGRAMS



50' X 115' LOT FIT DIAGRAMS



55' X 120' LOT FIT DIAGRAMS

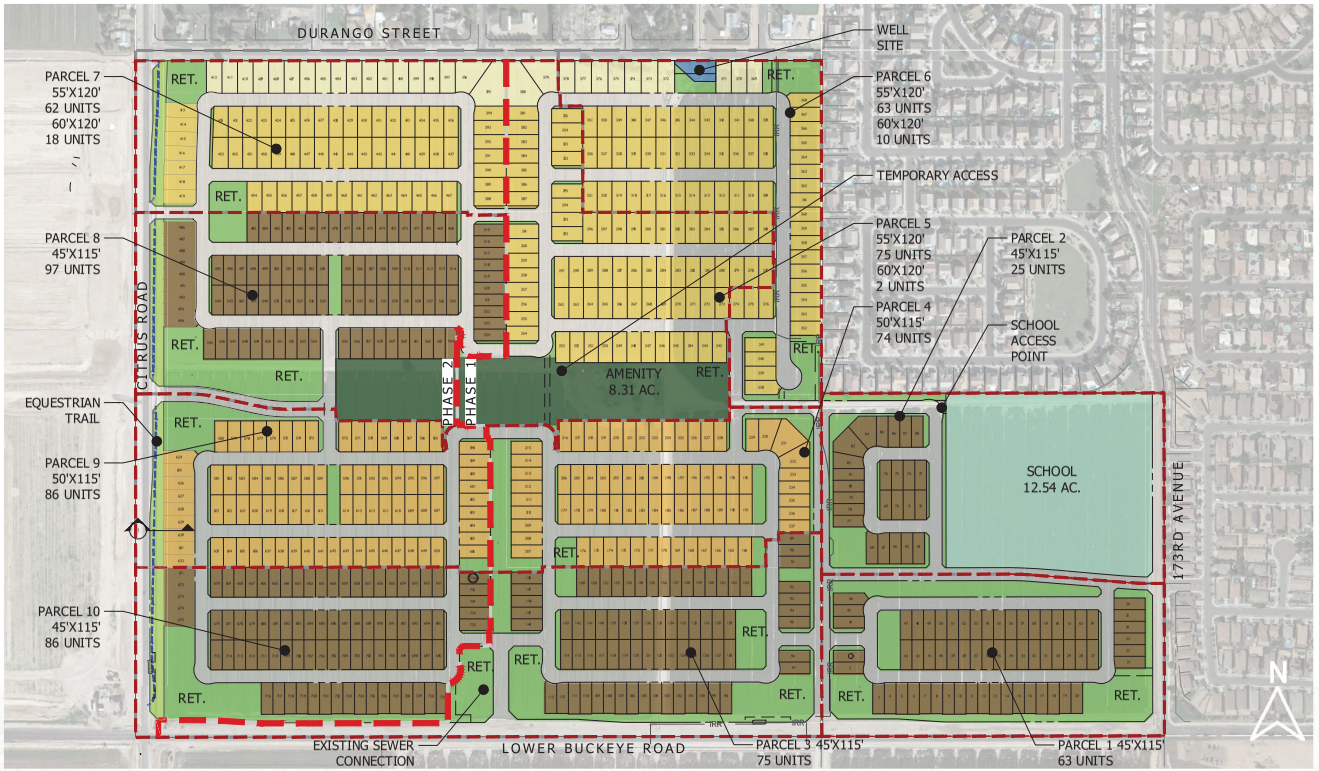


60' X 120' LOT FIT DIAGRAMS

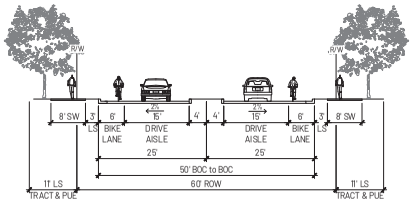
SITE DATA - CONCEPTUAL SITE PLAN					
PHASE 1					
DESCRIPTION	ACREAGE	DWELLING UNITS PER ACRE			
GROSS ACREAGE	118.61 AC.	3.26 DU/AC.			
NET ACREAGE	111.98 AC.	3.46 DU/AC.			
SCHOOL NET AREA	12.54 AC.				
WELL SITE	.23 AC.				
AMENITY AREA	5.73 AC.				
OPEN SPACE AREA	16.30 AC.				
PARCEL	ACREAGE	PRODUCT	UNITS	MIX	DENSITY
PARCEL 1	16.26 AC.	45'x115'	63 D.U.	16.28%	
PARCEL 2	7.70 AC.	45'x115'	25 D.U.	6.46%	3.25 D.U.
PARCEL 3	19.00 AC.	45'x115'	75 D.U.	19.38%	3.95 D.U.
PARCEL 4	16.32 AC.	50'x115'	74 D.U.	19.12%	4.53 D.U.
PARCEL 5	21.84 AC.	55'x120'	75 D.U.	19.38%	3.43 D.U.
		60'x120'	2 D.U.	0.52%	0.09 D.U.
PARCEL 6	17.76 AC.	55'x120'	63 D.U.	16.28%	3.55 D.U.
		60'x120'	10 D.U.	2.58%	0.56 D.U.
TOTAL	98.98 AC.		387 D.U.		

PHASE 2					
DESCRIPTION	ACREAGE	DWELLING UNITS PER ACRE			
GROSS ACREAGE	79.97 AC.	4.36 DU/AC.			
NET ACREAGE	76.55 AC.	4.56 DU/AC.			
DRAINAGE CHANNEL	2.83 AC.				
AMENITY AREA	2.58 AC.				
OPEN SPACE AREA	8.90 AC.				
PARCEL 7	18.40 AC.	55'x120'	62 D.U.	17.77%	3.37 D.U.
		60'x120'	18 D.U.	5.16%	0.98 D.U.
PARCEL 8	23.12 AC.	45'x115'	97 D.U.	27.79%	4.20 D.U.
PARCEL 9	18.07 AC.	50'x115'	86 D.U.	24.64%	4.76 D.U.
PARCEL 10	16.96 AC.	45'x115'	86 D.U.	24.64%	5.07 D.U.
TOTAL	76.55 AC.		349 D.U.		

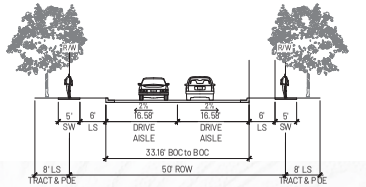
TOTAL					
DESCRIPTION	ACREAGE	DWELLING UNITS PER ACRE			
GROSS ACREAGE	198.58 AC.	3.71 DU/AC.			
NET ACREAGE	188.53 AC.	3.90 DU/AC.			
NET DEVELOPABLE	175.99 AC.	4.18 DU/AC.			
SCHOOL NET AREA	12.54 AC.				
WELL SITE	.23 AC.				
DRAINAGE CHANNEL	2.83 AC.				
AMENITY AREA	8.31 AC.				
OPEN SPACE AREA	25.20 AC.				
TOTAL OPEN SPACE	36.34 AC.				
45'x115' LOT	83.14 AC.	45'x115'	346 D.U.	47.01%	4.16 D.U.
50'x115' LOT	34.39 AC.	50'x115'	160 D.U.	21.74%	4.65 D.U.
55'x120' LOT		55'x120'	200 D.U.	27.17%	3.45 D.U.
60'x120' LOT	58.00 AC.	60'x120'	30 D.U.	4.08%	3.97 D.U.
			230 D.U.	31.25%	
TOTAL	175.53 AC.		736 D.U.		



SETBACKS
(FL) FRONT LIVING
(FG) FRONT GARAGE
(R) REAR SETBACK
(S) SIDE SETBACK



A 60' Collector Street
SCALE: N.T.S.



B 50' Local Street
SCALE: N.T.S.

Exhibit E: Conceptual Master Site Plan

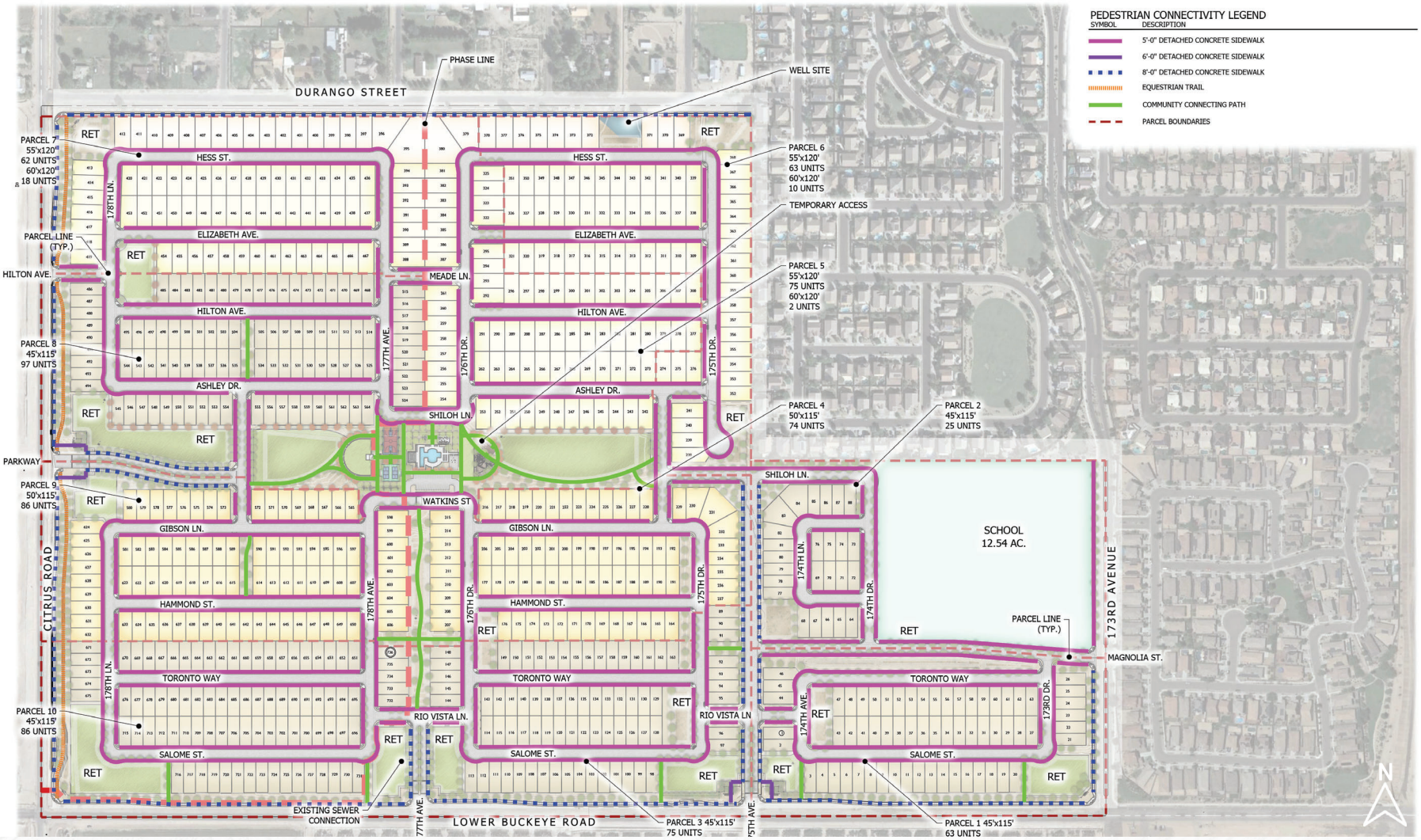
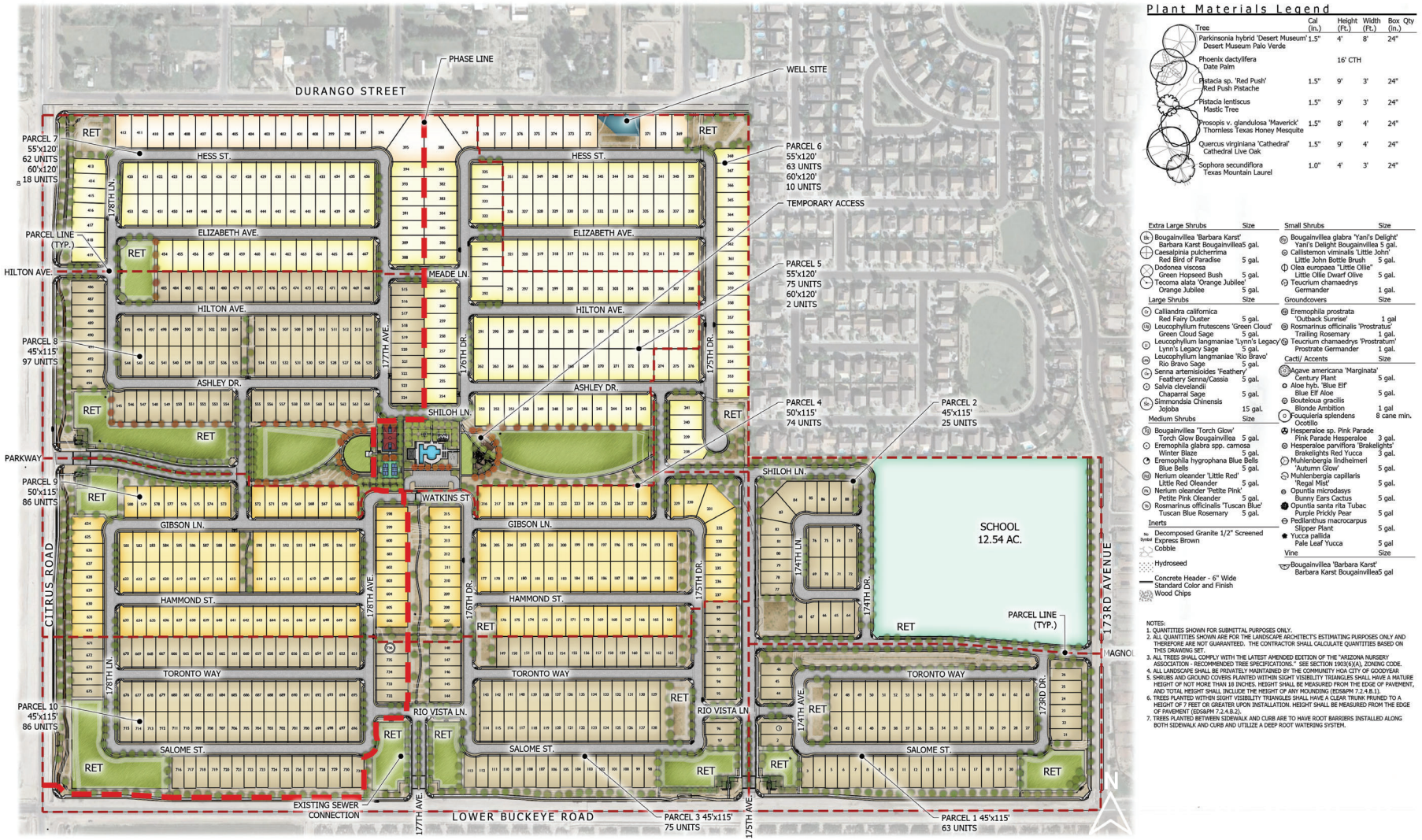


Exhibit F: Pedestrian Connectivity Plan



Plant Materials Legend

	Cal (in.)	Height (Ft.)	Width (Ft.)	Box Qty (in.)
Tree				
Parkinsonia hybrid 'Desert Museum' Desert Museum Palo Verde	1.5"	4'	8'	24"
Phoenix dactylifera Date Palm		16' CTH		
Pistacia sp. 'Red Push' Red Push Pistache	1.5"	9'	3'	24"
Pistacia lentiscus Mastic Tree	1.5"	9'	3'	24"
Prosopis v. glandulosa 'Maverick' Thornless Texas Honey Mesquite	1.5"	8'	4'	24"
Quercus virginiana 'Cathedral' Cathedral Live Oak	1.5"	9'	4'	24"
Sophora secundiflora Texas Mountain Laurel	1.0"	4'	3'	24"

Extra Large Shrubs	Size
Bougainvillea 'Barbara Karst' Barbara Karst Bougainvillea	5 gal.
Caesalpinia pulcherrima Red Bird of Paradise	5 gal.
Dodonea viscosa Green Hopseed Bush	5 gal.
Tecoma alata 'Orange Jubilee' Orange Jubilee	5 gal.

Large Shrubs	Size
Calliandra californica Red Fairy Duster	5 gal.
Leucophyllum frutescens 'Green Cloud' Green Cloud Sage	5 gal.
Leucophyllum langmaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.
Leucophyllum langmaniae 'Rio Bravo' Rio Bravo Sage	5 gal.
Senna artemisioides 'Feathery' Feathery Senna/Cassia	5 gal.
Salvia clevelandii Chaparral Sage	5 gal.
Simmondsia Chinensis Jojoba	15 gal.

Medium Shrubs	Size
Bougainvillea 'Torch Glow' Torch Glow Bougainvillea	5 gal.
Eremophila glabra spp. carnosa Winter Blaze	5 gal.
Eremophila hygrophana Blue Bells Blue Bells	5 gal.
Nerium oleander 'Little Red' Little Red Oleander	5 gal.
Nerium oleander 'Petite Pink' Petite Pink Oleander	5 gal.
Rosmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 gal.

Inerts
Decomposed Granite 1/2" Screened Express Brown
Cobble
Hydroseed
Concrete Header - 6" Wide Standard Color and Finish
Wood Chips

Small Shrubs	Size
Bougainvillea glabra 'Yani's Delight' Yani's Delight Bougainvillea	5 gal.
Callistemon viminalis 'Little John' Little John Bottle Brush	5 gal.
Olea europaea "Little Ollie" Little Ollie Dwarf Olive	5 gal.
Teucrium chamaedrys Germander	1 gal.

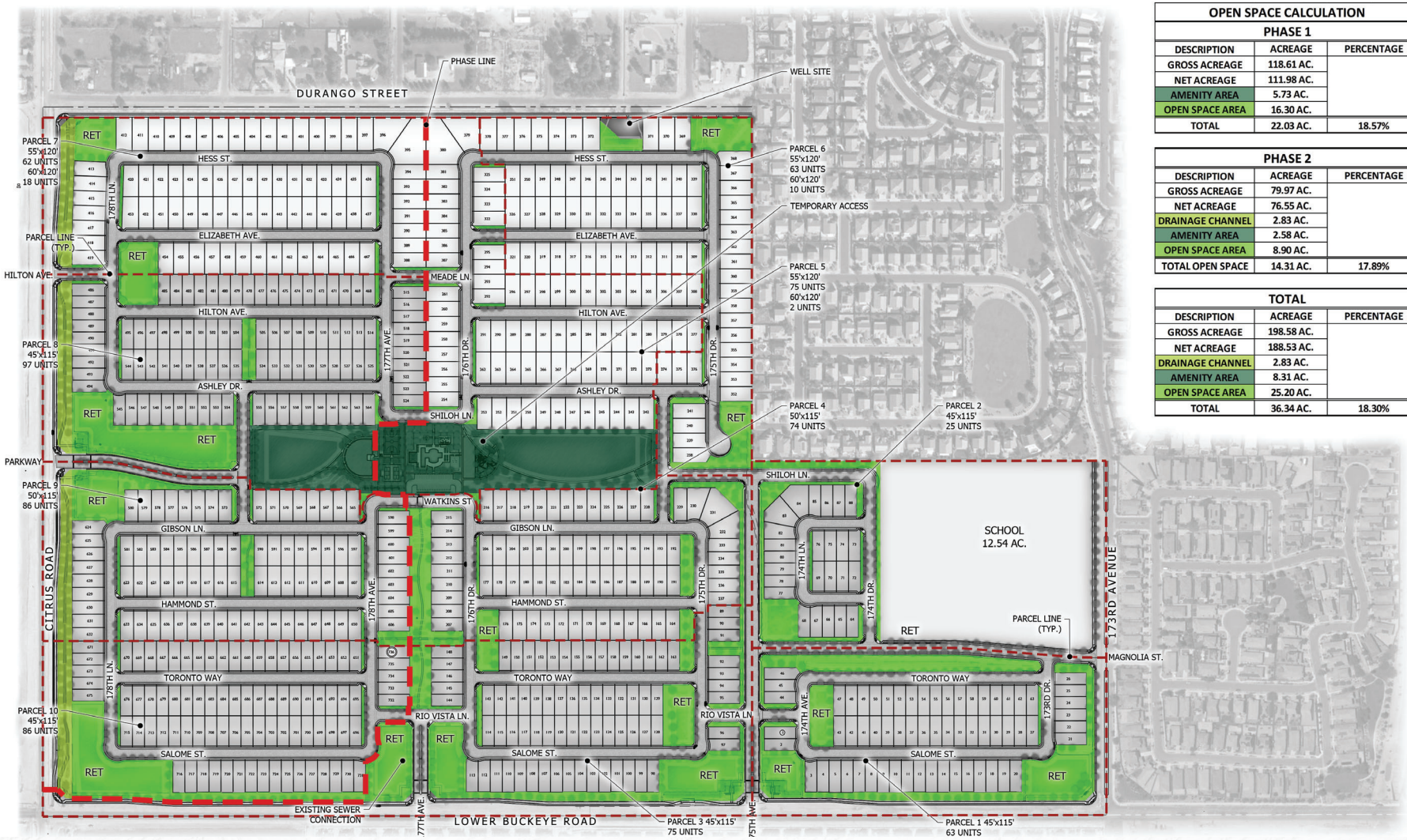
Groundcovers	Size
Eremophila prostrata 'Outback Sunrise'	1 gal
Rosmarinus officinalis 'Prostratus' Trailing Rosemary	1 gal.
Teucrium chamaedrys 'Prostratum' Prostrate Germander	1 gal.

Cacti/ Accents	Size
Agave americana 'Marginata' Century Plant	5 gal.
Aloe hyb. 'Blue Elf' Blue Elf Aloe	5 gal.
Bouteloua gracilis Blonde Ambition	1 gal
Fouquieria splendens Ocotillo	8 cane min.
Hesperaloe sp. Pink Parade Pink Parade Hesperaloe	3 gal.
Hesperaloe parviflora 'Brakelights' Brakelights Red Yucca	3 gal.
Muhlenbergia lindheimeri 'Autumn Glow'	5 gal.
Muhlenbergia capillaris 'Regal Mist'	5 gal.
Opuntia microdasys Bunny Ears Cactus	5 gal.
Opuntia santa rita Tubac Purple Prickly Pear	5 gal
Pedilanthus macrocarpus Slipper Plant	5 gal.
Yucca pallida Pale Leaf Yucca	5 gal

Vine	Size
Bougainvillea 'Barbara Karst' Barbara Karst Bougainvillea	5 gal

NOTES:
1. QUANTITIES SHOWN FOR SUBMITTAL PURPOSES ONLY.
2. ALL QUANTITIES SHOWN ARE FOR THE LANDSCAPE ARCHITECT'S ESTIMATING PURPOSES ONLY AND THEREFORE ARE NOT GUARANTEED. THE CONTRACTOR SHALL CALCULATE QUANTITIES BASED ON THIS DRAWING SET.
3. ALL TREES SHALL COMPLY WITH THE LATEST AMENDED EDITION OF THE "ARIZONA NURSERY ASSOCIATION - RECOMMENDED TREE SPECIFICATIONS." SEE SECTION 1903(K)(A), ZONING CODE.
4. ALL LANDSCAPE SHALL BE PRIVATELY MAINTAINED BY THE COMMUNITY HOA CITY OF GOODYEAR
5. SHRUBS AND GROUND COVERS PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A MATURE HEIGHT OF NOT MORE THAN 18 INCHES. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT, AND TOTAL HEIGHT SHALL INCLUDE THE HEIGHT OF ANY MOUNDING (EDS&PM 7.2.4.B.1).
6. TREES PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A CLEAR TRUNK PRUNED TO A HEIGHT OF 7 FEET OR GREATER UPON INSTALLATION. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT (EDS&PM 7.2.4.B.2).
7. TREES PLANTED BETWEEN SIDEWALK AND CURB ARE TO HAVE ROOT BARRIERS INSTALLED ALONG BOTH SIDEWALK AND CURB AND UTILIZE A DEEP ROOT WATERING SYSTEM.

Exhibit G: Conceptual Landscape Plan



OPEN SPACE CALCULATION		
PHASE 1		
DESCRIPTION	ACREAGE	PERCENTAGE
GROSS ACREAGE	118.61 AC.	
NET ACREAGE	111.98 AC.	
AMENITY AREA	5.73 AC.	
OPEN SPACE AREA	16.30 AC.	
TOTAL	22.03 AC.	18.57%

PHASE 2		
DESCRIPTION	ACREAGE	PERCENTAGE
GROSS ACREAGE	79.97 AC.	
NET ACREAGE	76.55 AC.	
DRAINAGE CHANNEL	2.83 AC.	
AMENITY AREA	2.58 AC.	
OPEN SPACE AREA	8.90 AC.	
TOTAL OPEN SPACE	14.31 AC.	17.89%

TOTAL		
DESCRIPTION	ACREAGE	PERCENTAGE
GROSS ACREAGE	198.58 AC.	
NET ACREAGE	188.53 AC.	
DRAINAGE CHANNEL	2.83 AC.	
AMENITY AREA	8.31 AC.	
OPEN SPACE AREA	25.20 AC.	
TOTAL	36.34 AC.	18.30%

Exhibit H: Open Space Plan

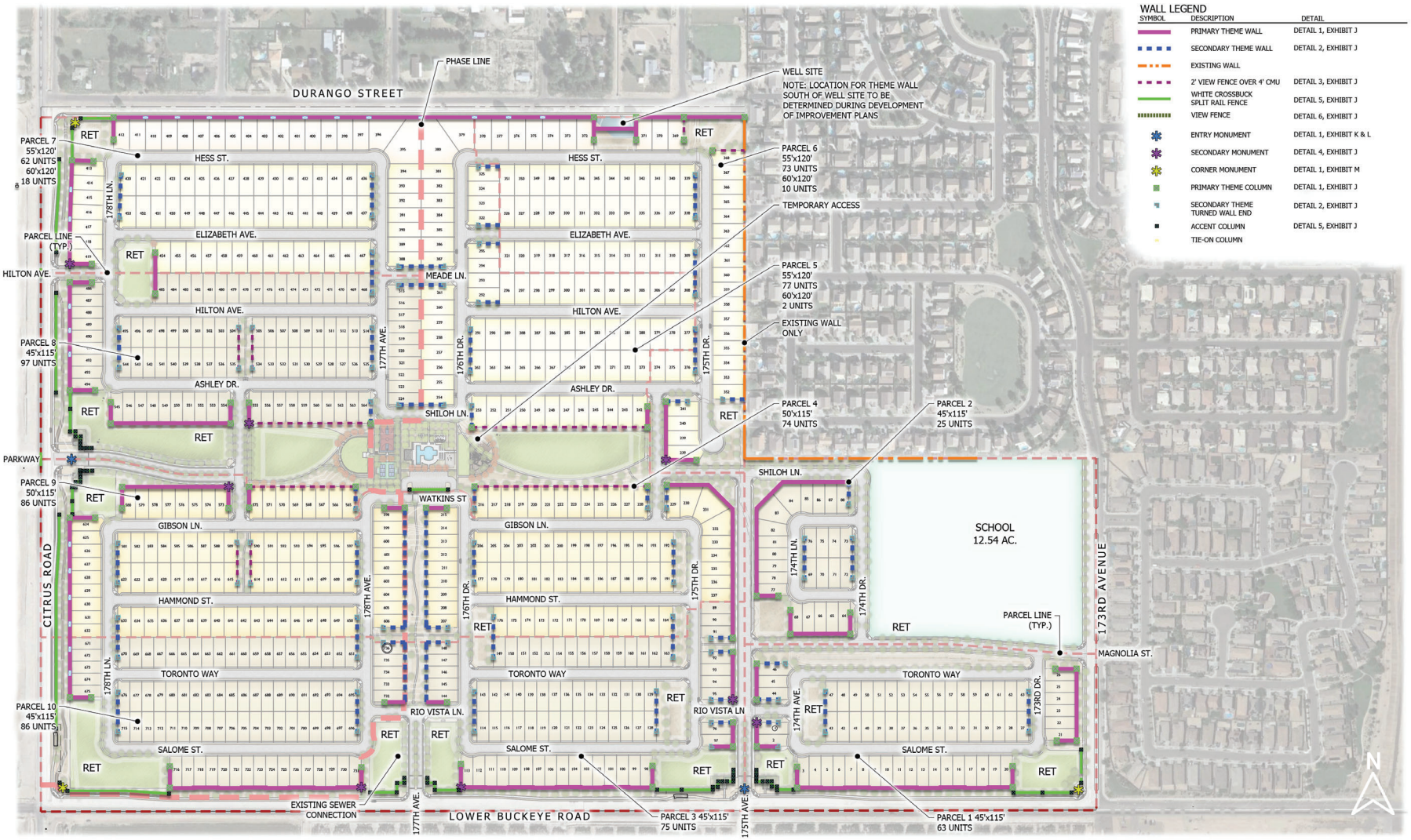


Exhibit I: Wall Plan



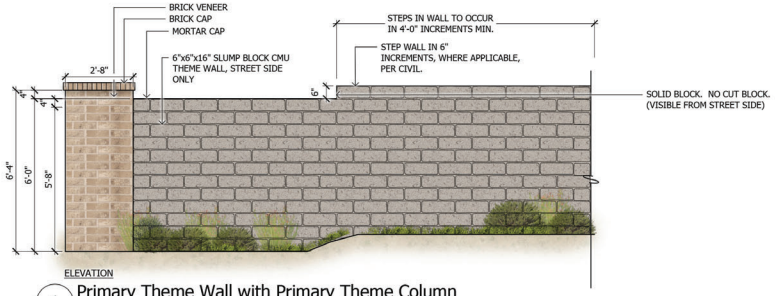
BRICK VENEER/CAP
DAKOTA
MANUFACTURER:
SUMMIT BRICK COMP.

STANDARD CMU PAINT
COLOR: SW0023
MANUFACTURER:
SHERWIN-WILLIAMS

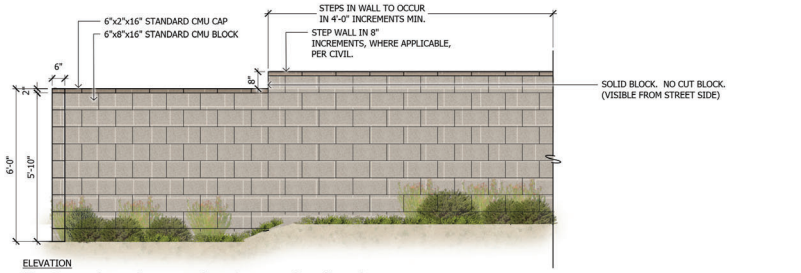
METAL STEEL COLOR
MODEL: TRICORN
MANUFACTURER:
SHERWIN-WILLIAMS

CMU PAINT
COLOR: SW7023
MANUFACTURER:
SHERWIN-WILLIAMS

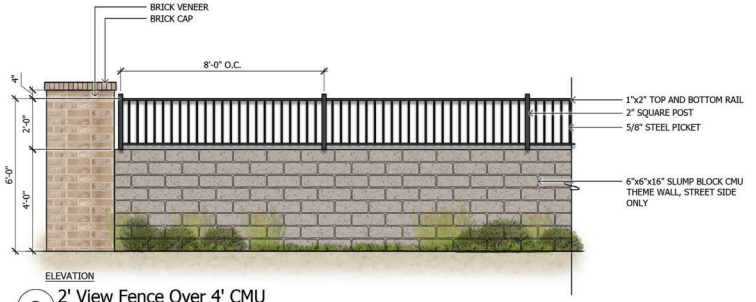
CMU CAP PAINT
COLOR: SW7039
MANUFACTURER:
SHERWIN-WILLIAMS



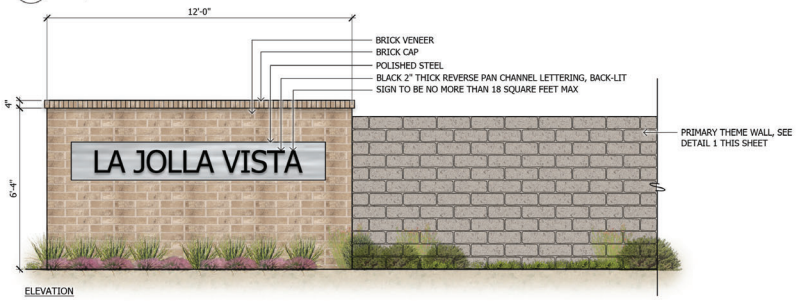
1 Primary Theme Wall with Primary Theme Column
SCALE: 1/2"=1'-0"



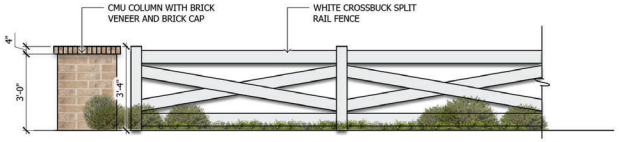
2 Secondary Theme Wall with Turned Wall End
SCALE: 1/2"=1'-0"



3 2' View Fence Over 4' CMU
SCALE: 1/2"=1'-0"



4 Secondary Entry Monument
SCALE: 1/2"=1'-0"



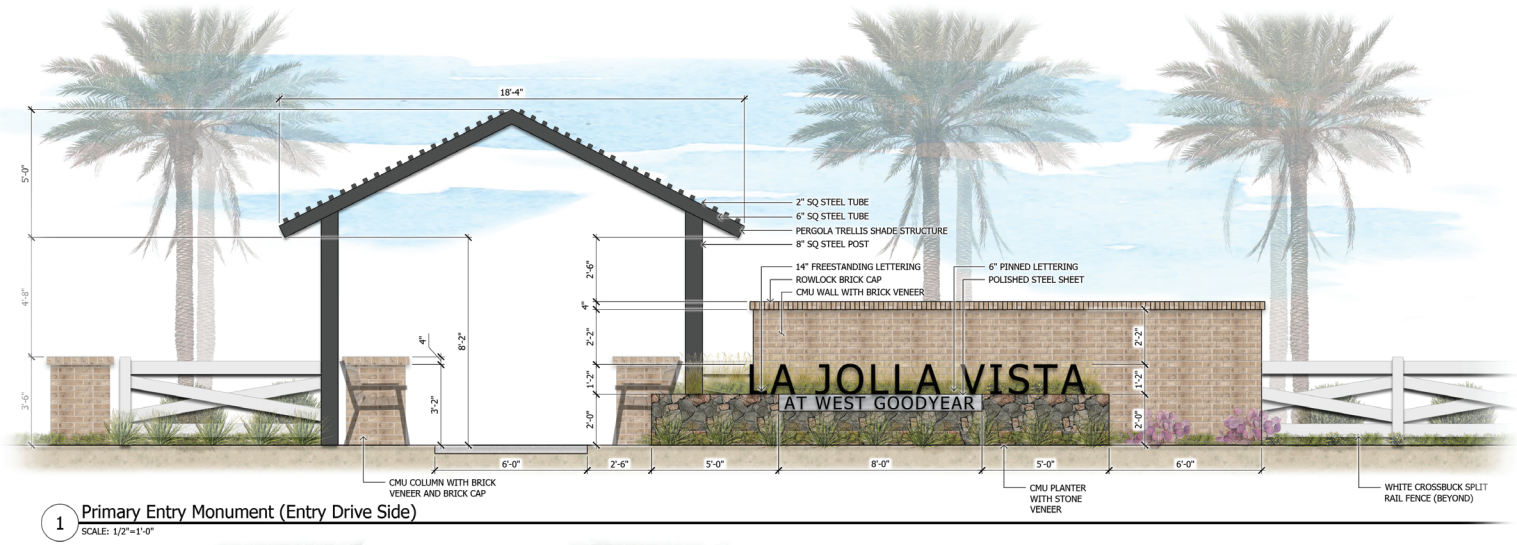
5 White Crossbuck Split Rail Fence
SCALE: 1/2"=1'-0"

Exhibit J: Wall Program

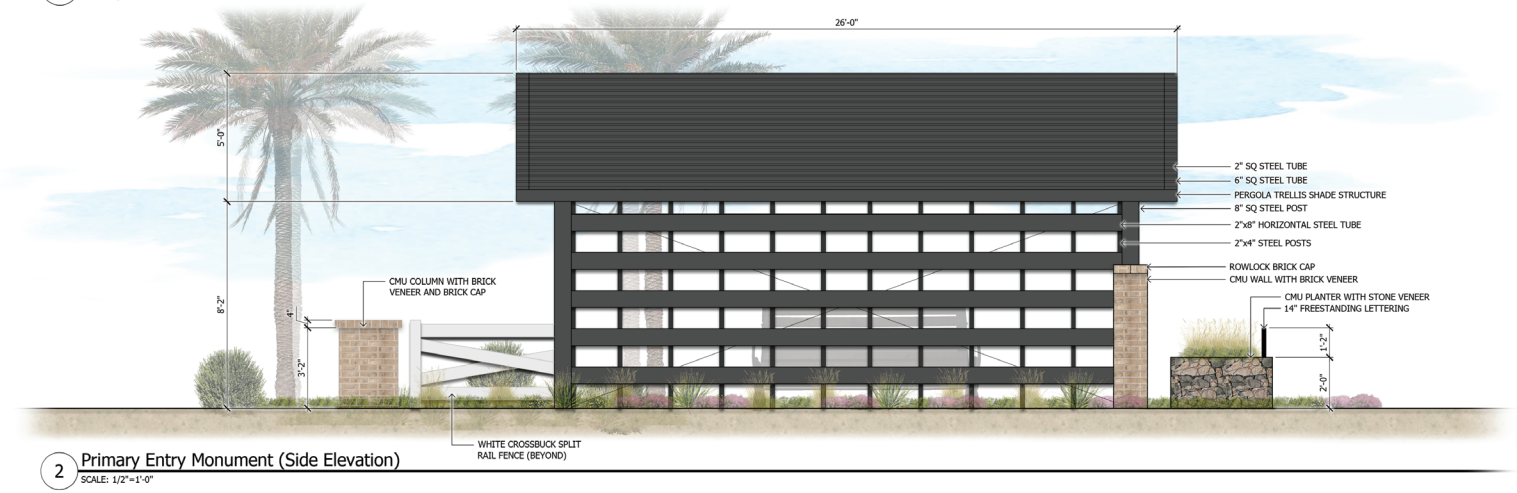


1 Main Entry Monument
SCALE: NTS

Exhibit K: Community Entry Monument



1 Primary Entry Monument (Entry Drive Side)
SCALE: 1/2"=1'-0"



2 Primary Entry Monument (Side Elevation)
SCALE: 1/2"=1'-0"

STONE VENEER
DC RANCH
MANUFACTURER:
ANASAZI STONE COMP.



BRICK VENEER/ CAP
DAKOTA
MANUFACTURER:
SUMMIT BRICK COMP.



METAL STEEL COLOR
MODEL: TRICORN
MANUFACTURER:
SHERWIN-WILLIAMS



Exhibit L: Community Entry Monument Detail



1 Corner Monument
SCALE: 1/2"=1'-0"



STONE VENEER
DC RANCH
MANUFACTURER:
ANASAZI STONE COMP.



BRICK VENEER/ CAP
DAKOTA
MANUFACTURER:
SUMMIT BRICK COMP.



METAL STEEL COLOR
MODEL: TRICORN
MANUFACTURER:
SHERWIN-WILLIAMS

Exhibit M: Corner Community Entry Monument

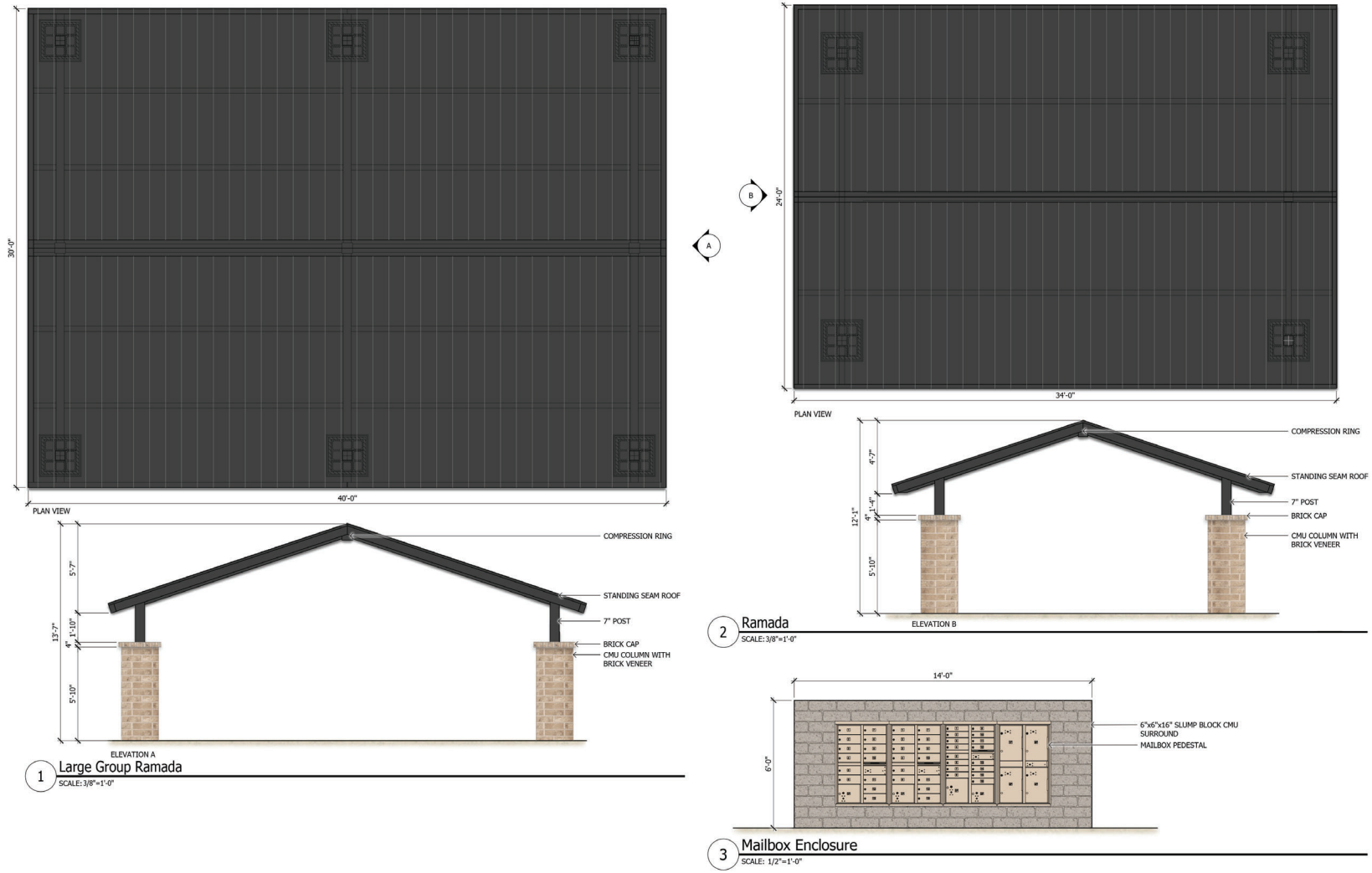


Exhibit N: Community Ramada and Mailbox Kiosk

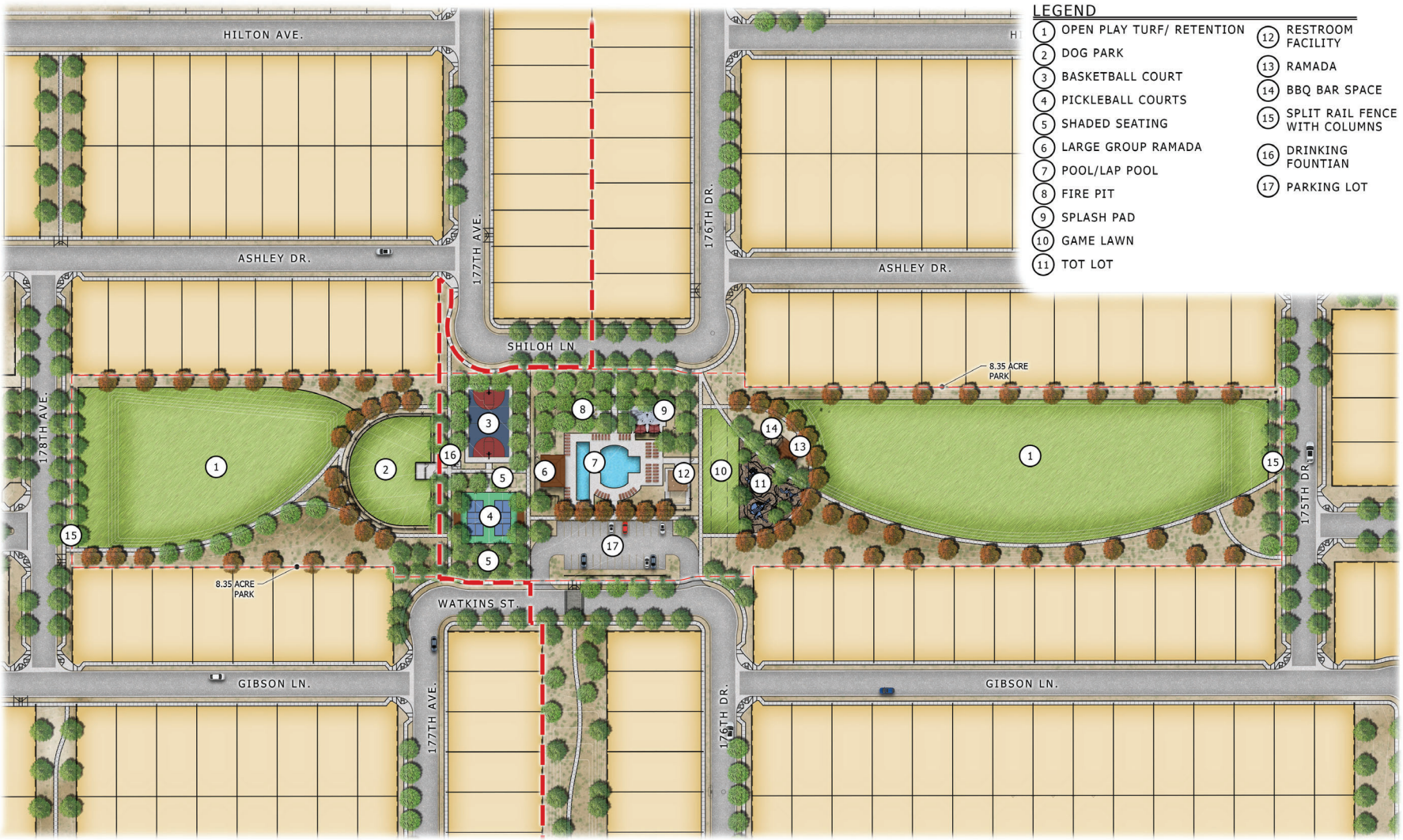


Exhibit O: Main Park Amenity

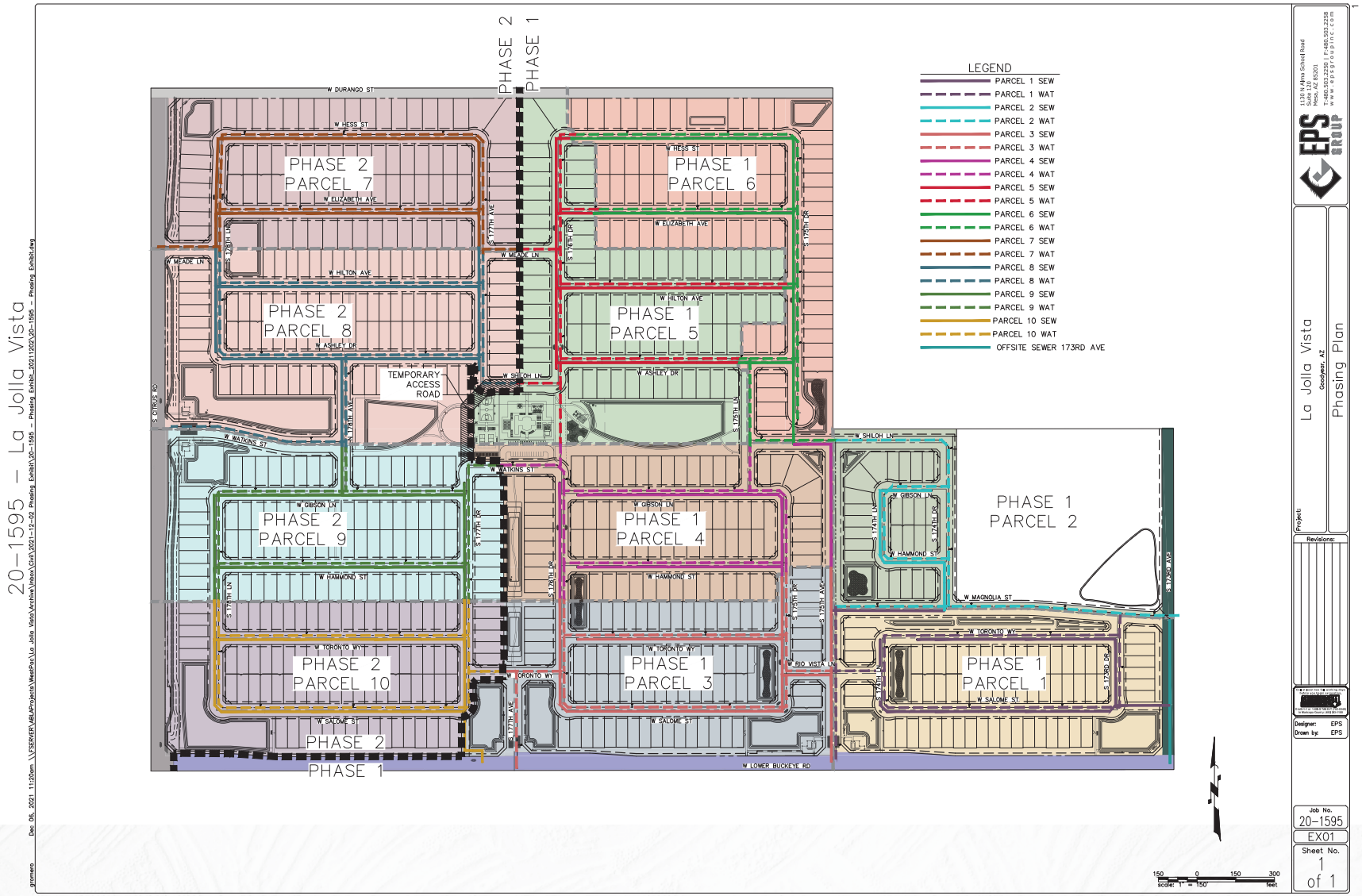


Exhibit P: Phasing Plan

Appendix A: Letter of Support - Avondale Elementary

AVONDALE
Elementary School District

Dr. Betsy Hargrove
Superintendent

Kellie Duguid
Assistant Superintendent

Laura Elizondo
Executive Director of
Human Resources

May 7, 2021

To Whom It May Concern:

The Avondale Elementary School District is proud to offer diverse academic programs for our students and families. While each school site is unique, there is the core, overarching mission that every student will grow as a thinker, problem solver, and communicator to pursue a future without limits.

With our core mission in mind, District administration met with PMC Entitlement & Development regarding the proposed La Jolla Vista development. The parties discussed the potential impacts of the La Jolla development on the District's resources and how those impacts may be mitigated. The Developer proposed donating land to the District for a future school to be constructed in the next twenty years, as well as the development of infrastructure at the developer's cost, and a per home monetary donation to the District based on building permits issued and the value of the school site. The Developer provided a conceptual master site plan depicting the location of the donated school site of approximately 12 net acres in size.

Based on the information provided by the developer, the District has the capacity and ability to serve new students that may be added by the proposed development. The District does not oppose the proposed La Jolla Vista land plan and re-zoning.

Sincerely,

Dr. Betsy Hargrove
Superintendent

295 W. Western Avenue Avondale, Arizona 85323 | 623.772.5000 | www.chooseAESD.org

Passion and Commitment for Educational Excellence

La Jolla Vista at West Goodyear

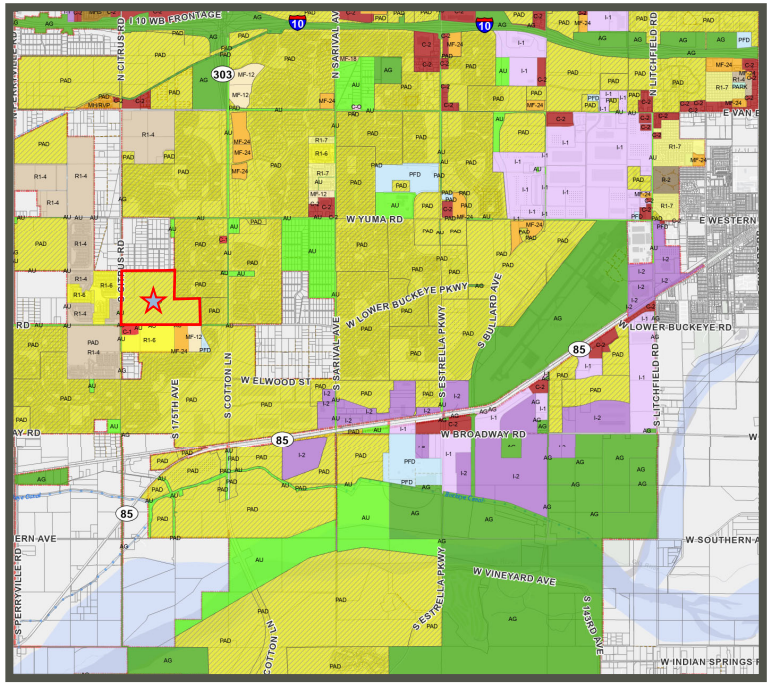
Planning and Zoning Commission Meeting
October 12, 2022



Location

CENTRAL GOODYEAR

- West Goodyear
  - Northeast corner of Citrus Road and Lower Buckeye Road
  - Approximately 198.57-acres
  - Currently zoned PAD



Specific Location

ZOOMED IN

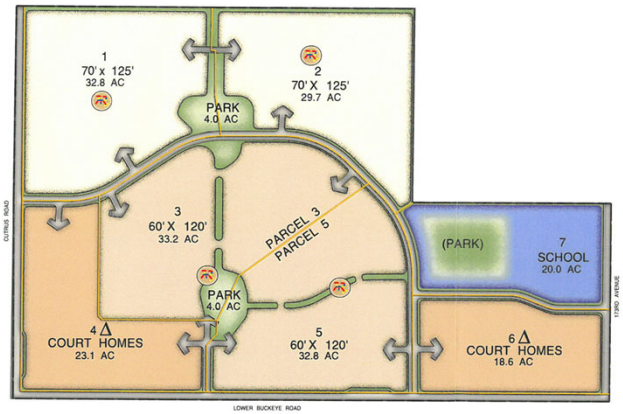
- NEC of Citrus and Lower Buckeye
  - North
    - County Properties Zoned RU-43
  - South
    - Vacant (Zoned C-1)
    - High School Site (Zoned R1-6)
    - Artesian at West Goodyear (MF-12, MF-24)
  - East
    - Cottonflower residential (Zoned PAD)
    - Sin Lomas residential (Zoned PAD)
  - West
    - Pradera (Zoned R1-4, R1-6)



Zoning History

LAS JOLLA VISTA

2005 Zoning

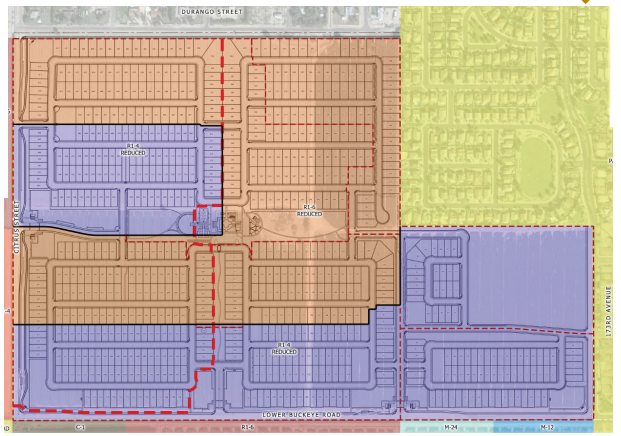


2016 Zoning

2017 Amendment



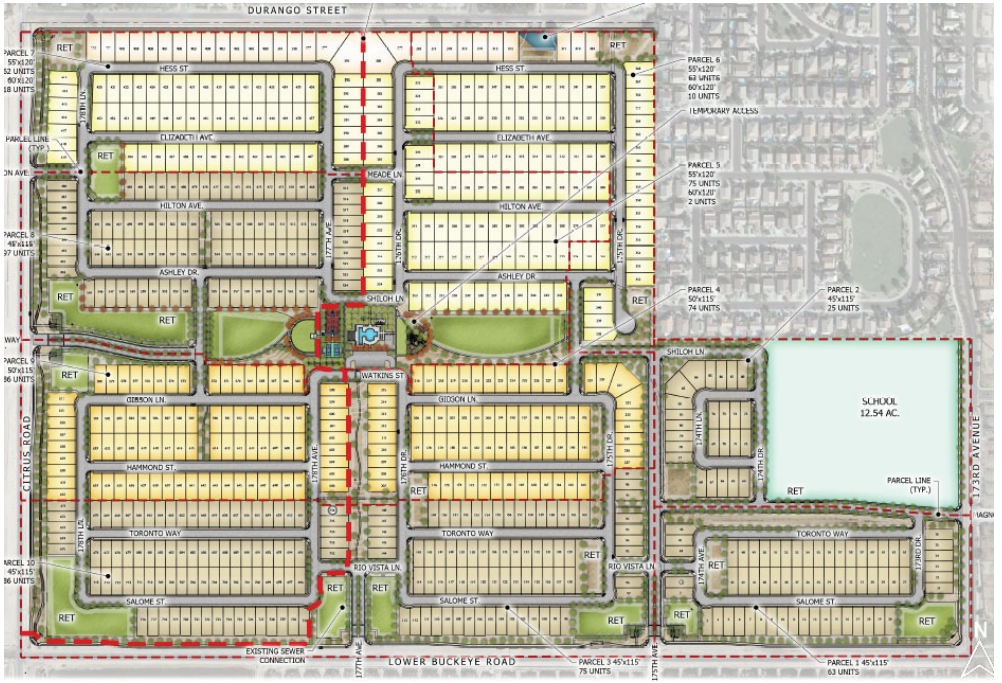
Proposed



La Jolla Vista at West Goodyear

PROPOSAL AND LAND USE AND RESTRICTIONS

- 198.57 Acre Community
- 2 Land Use Districts
  - R1-4 (R1-4 Reduced)
  - R1-6 (R1-6 Reduced)



*Images Conceptual In Nature

La Jolla Vista at West Goodyear

AMENITIES

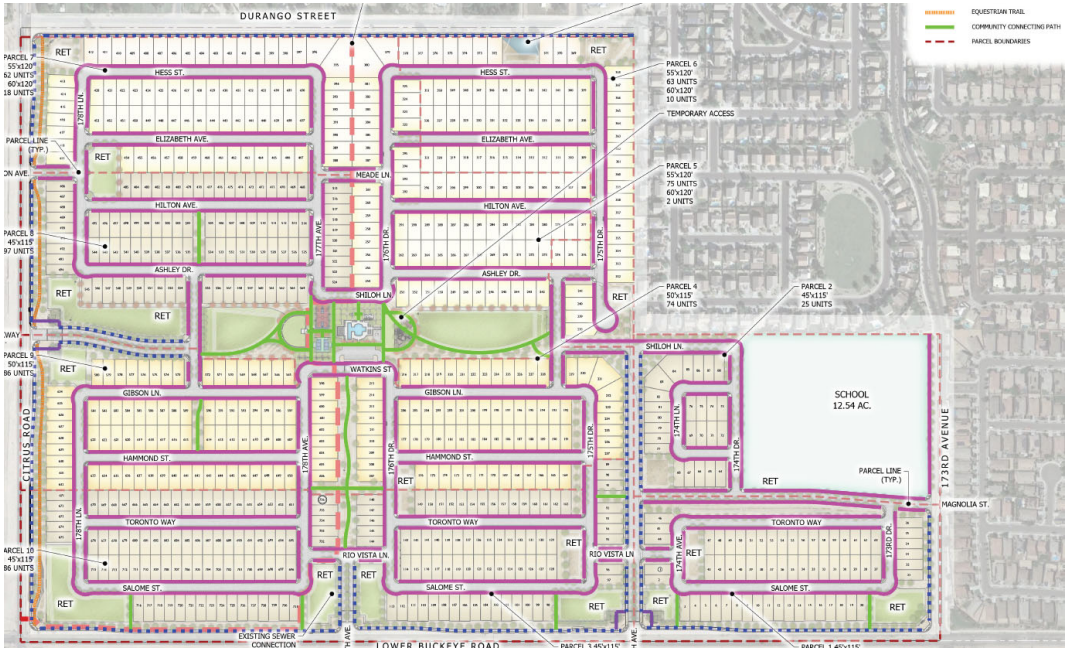




La Jolla Vista at West Goodyear

CONNECTIVITY AND STREETSCAPE



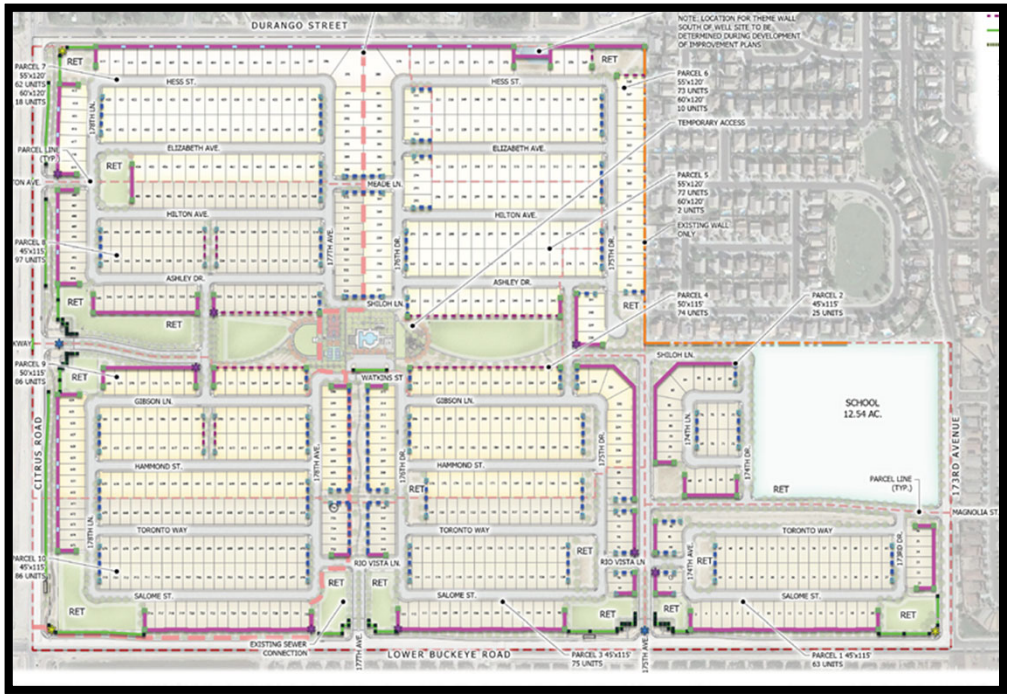


*Images Conceptual In Nature

Recommendation

RECOMMEND APPROVAL SUBJECT TO STIPULATIONS

- Recommend Approval of Rezone (198.57 acres)
  - From:
    - Planned Area Development
  - To:
    - R1-4 (104.8 acres)
    - R1-6 (93.6 acres)
    - With PAD Overlay (198.56 acres)
      - Subject to Stipulations



*Conceptual Plan


CITY OF
Goodyear

ITEM #: 13.
DATE: 10/24/2022
AI #:1106

CITY COUNCIL ACTION REPORT

SUBJECT: USE PERMIT FOR CONVENIENCE USE (ROLL-EM-UP TAQUITOS RESTAURANT WITH A DRIVE-THOUGH)

STAFF PRESENTER(S): Guadalupe Ortiz Cortez, Planner

OTHER PRESENTER(S):
William Whittington, Avalon Development

SUMMARY

A request for a use permit for a convenience use (Roll-Em-Up Taquitos Restaurant with a drive-through) proposed at the northwest corner of Pebblecreek Parkway and McDowell Road on a 1.3-acre parcel within the Cobblestone Creek commercial center located (the “Property”). The Property is located within the Palm Valley Phase VIII Planned Area Development (PAD).

Recommendation

Recommend approval for a use permit for a convenience use (Roll-Em-Up Taquitos Restaurant with a drive-through) on a 1.3-acre parcel in the Cobblestone Creek commercial center located at the northwest corner of Pebblecreek Parkway and McDowell Road within the Palm Valley Phase VIII PAD, subject to stipulations. (Guadalupe Ortiz Cortez, Planner)

STIPULATIONS

The approval of the Use Permit is subject to the following conditions and stipulations:

1. All future development on the Property shall be in compliance with the approved Site Plan for Roll Em Up Taquitos attached hereto and with all other approved site plan submittal documents, including, but not limited to, architecture, landscaping, grading and drainage, infrastructure, parking, access and circulation;

2. The development of the Property shall be in conformance with the Site Plan for Roll Em Up Taquitos attached hereto. An amendment to the use permit shall be required if any deviation from the attached site plan is requested;

3. In no instance shall queued vehicles obstruct designated fire lanes or public streets. Any observed obstruction by city staff shall be immediately remediated by the owner/operator and owner/operator shall prepare a traffic management plan to prevent future obstructions, which shall be completed and submitted to the Fire Chief and Director of Engineering or their respective designees within 30 days of city staff’s observation of the obstruction of the fire lanes and/or public streets. Said plan shall require approval from the Fire Chief and

Engineering Director, or designees. The failure to comply with the requirements set forth herein can result in the termination of this use permit if the approved traffic management plan required herein is not in place and implemented in a timely fashion following city staff's observations of obstructions to designated fire lanes and/or public streets;

4. Three-foot high masonry screen walls, designed to match the existing screen walls within the Cobblestone Creek commercial center, shall be installed along the drive-through lane, at the locations shown on the Site Plan for Roll Em Up Taquitos attached hereto;

5. All existing plant material and trees, as shown on the Landscape & Irrigation Plan for Cobblestone Creek PAD B, shall be protected in place. Any plant material or trees existing or that is installed within the Property pursuant to an approved landscape plan that do not survive shall be replaced with like species and size. The failure to replace plant material or trees as required herein shall be grounds for the termination of this Use Permit; and

6. The development of the Property shall be in substantial conformance with the conceptual building elevations attached hereto and shall comply with the Cobblestone Creek Design Guidelines that were approved for the center on April 2, 2007;

7. No fixed, permanent exterior ladder for roof access shall be permitted;

8. Speakers for drive-through facilities located on the Property shall not be audible from any residentially zoned property. Sound shall be mitigated using volume control, sound attenuation walls, landscaping, or other measures acceptable to the Zoning Administrator or designee;

9. The development of the Property shall conform to the standards designated for Lighting Zone 2 as established in Article 10, Outdoor Lighting Standards, of the City of Goodyear Zoning Ordinance;

10. No signage is approved as part of this use permit. All signage proposed on the Property shall require separate submittal and review of sign permits, and shall comply with the Comprehensive Sign Package approved for the Cobblestone Creek Center as it may be amended and shall comply with the following:

A. Internally illuminated signage shall not be placed on the west side of any building on the Property. External illumination of a sign placed on the west side of any building on the Property is permitted as long as the light source is fully shielded and not visible to the residential development to the west of the Property.

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 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 Property is located within Phase VIII of the Palm Valley PAD. The PAD zoning for Palm Valley Phase VIII was approved on May 9, 2005. Pursuant to the PAD, mixed-use commercial uses are permitted on the Property.

The Property is part of a commercial center known as Cobblestone Creek. Design guidelines and a comprehensive sign package (Case No. 06-950-00001) for the center were approved on April 2, 2007. A master site plan (Case No. 07-600-00019) for the center was approved on October 29, 2007. The Property is currently undeveloped. However, the off-site and most on-site improvements have been completed for this commercial center.

To expedite development requiring a Use Permit or Special Use Permit, staff implemented a process pursuant to which the use permit and site plan submittals are reviewed and completed concurrently. Prior to bringing a Use Permit or Special Use Permit for council, the site plan, including the supporting documents are approved pending council's approval of the Use Permit or Special Use Permit as the case may be. In this case, staff has approved, subject to Council's approval of the requested Use Permit, the site plan submittal for the development of the Property, including, but not limited to the Site Plan for Roll Em Up Taquitos, a copy of which is attached hereto, the landscape & Irrigation Plan for Cobblestone Creek PAD B, a copy of which is attached hereto, and the Rendered Exterior Elevations for Roll Em Up Taquitos, a copy of which is attached hereto.

The Planning and Zoning Commission considered this item at their regular meeting held on October 12, 2022. Commissioners voted unanimously (5-0) to forward a recommendation of approval to the City Council.

STAFF ANALYSIS

Current Policy:

A use permit requires review by the Planning and Zoning Commission and approval by the City Council following required public hearings. The process for the review of a use permit is set forth in section 1-3-2 of the Goodyear Zoning Ordinance and in the City of Goodyear Administrative Process Manual.

Details of the Request:

The applicant is requesting a use permit for a convenience use (Roll-Em-Up Taquitos Restaurant with a drive-through) on a 1.3-acre parcel within the Palm Valley Phase VIII PAD. As previously noted, the Property is designated for commercial use and will be developed in accordance with the PAD's design guidelines and city's C-2 (General Commercial) zoning district. As required in the C-2 zoning district, a restaurant with a drive-through must obtain approval of a use permit prior to development.

The proposed convenience use will be a Roll-Em-Up Taquitos Restaurant with a drive-through. The restaurant will consist of a single-story, 2,325 square-foot building with a 430 square-foot outdoor covered patio. Indoor dining and drive-through services will be provided for customers.

The Property site will be developed with a single drive-through. Customers will enter the drive-through lane and place their order at the menu board and speaker. Eight cars can queue before reaching the menu board and speaker, and five cars can queue between the menu board and speaker to the pick-up window. Food and beverage products will be picked-up and

paid for at that same window. The queuing that will be provided exceeds the city's minimum requirements.

Parking will be provided onsite in conformance with city standards. But, if additional overflow parking should be needed, cross access and shared parking agreements exist for the center.

As shown on the building elevations submitted with the use permit, the building design will utilize the materials and colors approved for the Cobblestone Creek center. Final building design will be approved at time of site plan review and approval.

Section 1-3-2 (Use Permits) of the Zoning Ordinance requires that the Planning and Zoning Commission and City Council determine that the proposed use meets the following findings prior to granting a Use Permit:

1. The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare;

The proposed use should not generate excessive odors, noise or light to the detriment of the surrounding area. The distance between the restaurant and the nearest residential unit, some of which is landscaped, serves to minimize the impact of odors from the operation of the restaurant on nearby residential developments. Stipulations have been included prohibiting speakers from being audible to nearby residential developments, which address potential noise issues that might otherwise arise. Similarly, stipulations have been included to prevent light pollution from signage that might otherwise impact the nearby residential developments. Traffic impacts have been reviewed and determined to be in conformance with the roadway capacity and improvements for this area. The drive-through lane and queue have been internalized to the Property and should not detrimentally affect surrounding properties or public streets. Vehicular queuing space has been provided that exceed the city's minimum requirements.

2. The proposed use is reasonably compatible with uses permitted in the surrounding area;

The proposed use is located within a commercial center intended for similar commercial uses, including those uses with drive-through facilities (as allowed with a use permit). Surrounding development includes a Walgreens Pharmacy along with several other drive-through restaurants and vehicle repair/service facilities. Furthermore, the proposed use is located within a commercial corridor and within close proximity to a freeway interchange. As such, the proposed use will be compatible with the existing uses in the surrounding commercial area in terms of hours of operation, traffic generation, and intensity (noise, light, etc.). The nearest residential development (±245 feet) is located to the west, within Palm Valley Phase VIII. The Property is separated from the residential development to the west by an approximate 100-foot+ Roosevelt Irrigation Canal and a linear park owned and maintained by the City of Goodyear. In addition, pursuant to the master site plan approved for the development of Cobblestone Creek Pad 2, there is a landscape buffer with a minimum width of ten-feet along the western boundary of the Property. Given the existing and proposed landscape buffer separation between the Property and the residential neighborhood, there should be no adverse effects from the operation of the proposed use on these residential properties.

Section 4-2-2 (Convenience Uses) of the Zoning Ordinance provides the following additional evaluation criteria for convenience uses regarding their potential impact on traffic congestion, the neighborhood in general, and their appropriateness for the site:

1. Adequacy of the parcel size and configuration to provide for proper access and internal circulation.

The 1.3-acre parcel is of sufficient size and configuration to accommodate the proposed restaurant with drive-through. The proposed access and internal traffic circulation pattern have been designed to be consistent with the overall master site plan. Queuing space for the drive-through exceeds the city's minimum requirements and, pursuant to the traffic study, can be accommodated onsite without adversely impacting any public streets or adjacent land uses.

2. Compatibility of the proposed hours of operation with adjacent residential areas.

Although the proposed hours of operation are intended to be from 11 AM to 10 PM, Sunday through Thursday and 11 AM to 12 AM Friday and Saturday, given the proposed use's location within a developed commercial center, and the landscape and canal buffer between the subject property and the residential neighborhood to the west, staff does not recommend any restrictions on hours of operation.

3. Required traffic mitigation measures, if any.

A traffic study was submitted with the application for use permit and approved by the Engineering Department. The study concluded that the use was not expected to create queues that would obstruct internal drive aisles during peak hours.

Off-site street and access improvements adjacent to the commercial center have been completed. A majority of the center's internal improvements for circulation have also been completed.

Ingress/egress to the Property is provided from Pebblecreek Parkway and McDowell Road. There is one entry into the Property from McDowell Road that is a signalized intersection that provides full turning movement. There is another right-in/right out entry into the commercial center off of McDowell Road. There are three entries into the commercial center off of PebbleCreek Parkway. One of the entries is a signalized intersection that provides full turning movement. The other two provide right-in/right-out entry into the commercial center from PebbleCreek Parkway.

4. Other concerns, which may place the advisability of the proposed convenience use in question.

Staff found no other concerns with the development of a convenience use on the Property.

Fire Department:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles
#185	3.44	1.72	3.44	1.72

2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles
#181	5.55	2.77	5.55	2.77

Public Participation:
In accordance with the city's Citizen Review Ordinance, a notice was sent to all property owners within 500 feet of the Property. A Citizen Review meeting was held on September 15, 2022. No residents attended the meeting.

Notice for the public hearings before the Planning and Zoning Commission and City Council included the following: a notice mailed to surrounding property owners; a sign posted on the property; and a legal notice published in the Arizona Republic, Southwest Edition. To date, staff has not received any inquiries on the project.

The Planning and Zoning Commission considered this item at their regular meeting on October 12, 2022. Upon conclusion of the staff presentation, Commissioners unanimously voted (5-0) to forward a recommendation of approval to the City Council. There was no public opposition to the item voiced at the hearing.

Staff Findings:
Staff finds that the proposed Use Permit for a drive-through restaurant, subject to the conditions and stipulations set forth above, meets the Zoning Ordinance requirements for convenience uses, will not be materially detrimental to adjacent properties and will be compatible with the surrounding area. Staff is recommending approval of the Use Permit subject to the conditions and stipulations set forth above.

Attachments

Aerial Photo
Project Narrative
Preliminary Site Plan
Preliminary Building Elevations
Preliminary Landscape Plan
Applicant Presentation
Staff Presentation

Roll-Em-Up Taquitos restaurant with a drive-through
NWC of Pebblecreek Parkway and McDowell Road



22-300-00006 - Roll-Em-Up Taquitos Use Permit

AVALON DEVELOPMENT
7333 E. Doubletree Ranch Rd Suite 140
Scottsdale, AZ 85258
Ph. 480-376-8750
www.avalondevelopment.com

June 28, 2022

Project Narrative

Pebble Creek Pkwy & McDowell Road – Commercial Development

Project Development: **PAD B**

APN: 508-14-961B

54,095 SF (1.24 acres)

To: City of Goodyear, AZ
Development Services
14455 W Van Buren St. Ste D
Goodyear, AZ 85338

Re: Planning and Zoning Submittal

Avalon Development is proposing the new development of Pad B from our dual lot development located near the northwest corner of Pebble Creek Parkway and McDowell Road.

The proposed project will be called Roll-Em-Up Taquitos, and is a build to suit drive-thru restaurant consisting of a 2,325 square foot drive-thru building with a 430 square foot exterior covered patio.

The hours of operation will be 11:00am to 10:00pm Sunday through Thursday, and 11:00am to 12:00am on Friday & Saturday. There will be 3 to 5 employees per shift. Noise, lighting and odors will be confined to the site, and will not impact the surrounding property owners. To the east is the existing AAA Automobile repair facility, and to the west is the Roosevelt Irrigation Canal and the City of Goodyear's Portales Park. A residential neighborhood is located approximately 500 feet west of our site and west of the park.

Typical site lighting for this commercial development will maintain the required illumination levels per City of Goodyear Standards.

The site plan was originally approved in 2019 when Avalon developed the next-door site for the AAA Automotive building. We are also proposing to keep the same parking configuration that exists on the east side of our property (30 spaces). This exceeds the city requirement of 1:50 for indoor seating, and 1:150 for kitchen and outdoor seating areas. A total of (26) parking spaces are required. The proposed project will allow for 10 cars of stacking in the drive- thru lane with ingress and egress from an existing northeast public access driveway off Pebble Creek as well as two entry ingress/egress driveways from McDowell Road, which is the main arterial road with a protected deceleration right-turn lane. The site will also maintain the existing cross access with the neighbor AAA and will maintain the existing ROW.

The proposed development will maintain the existing underlying commercial zoning (PAD) in place per the City of Goodyear. This zoning is consistent with the existing surrounding commercial and retail uses within the Cobblestone Creek Retail Center, and the surrounding area. This project will enhance the center and neighborhood with thoughtful and creative design and finishes.

Avalon sincerely looks forward to working on this new development alongside our engineering team and the city of Goodyear, Arizona. Please contact Avalon Development LLC with questions, comments or concerns as it pertains to the information disclosed herein.

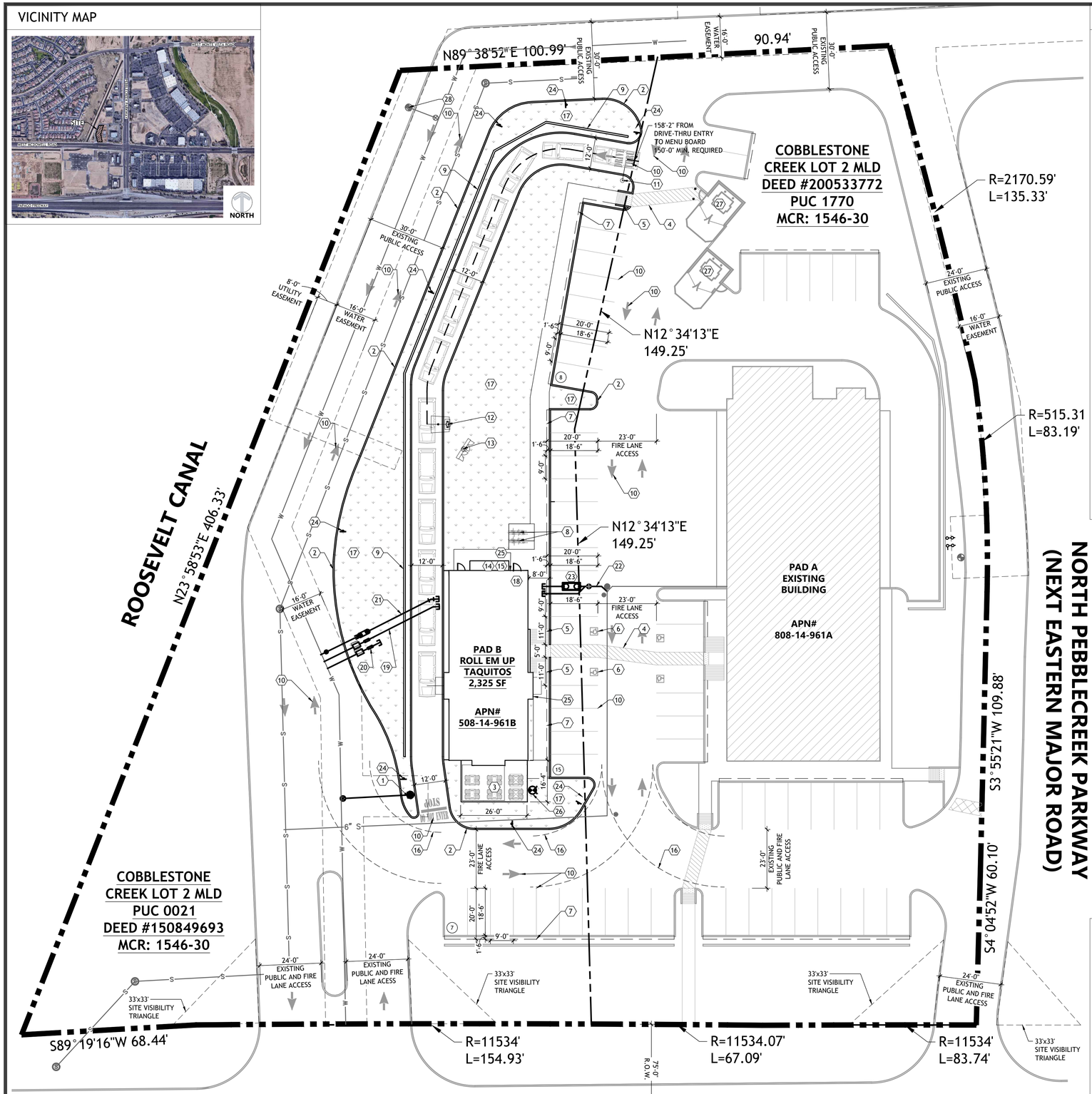
The applicant, William Whittington can be reached at 480.376.8750 or via email will@avalondevelopment.com. We look forward to working with you on this project.

Sincerely,

Carlos Lujan, Entitlements Associate

Avalon Development, LLC

VICINITY MAP



1 SITE PLAN 1"=20'-0"

SITE PLAN NOTES

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
   D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
   D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
   E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   F. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.
3. PER CITY OF GOODYEAR ENGINEERING STANDARDS AND POLICIES MANUAL 8.1.5.C.10 - THE FIRE DEPARTMENT DOES NOT ALLOW SPEED BUMPS OR ANY OBSTRUCTIONS THAT MAY IMPEDE AN EMERGENCY VEHICLE RESPONSE ON A FIRE DEPARTMENT ACCESS ROADWAY. PER INTERNATIONAL FIRE CODE 2018 SEC 503.4.1 TRAFFIC CALMING DEVICES - TRAFFIC CALMING DEVICES SHALL BE PROHIBITED UNLESS APPROVED BY THE FIRE CODE OFFICIAL.
4. PER 2018 INTERNATIONAL FIRE CODE SEC. 503.2.1 - FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED WIDTH OF NO LESS THAN 20 FEET, EXLUSIVE OF SHOULDERS, EXCEPT FOR APPROVED SECURITY GEATES IN ACCORDANCE WITH SECTION 503.6, AND AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13 FEET 6 INCHES. PER 2018 INTERNATIONAL FIRE CODE SEC. 503.2.2 - THE FIRE CODE OFFICIAL SHALL HAVE THE AUTHORITY TO REQUIRE OR PERMIT MODIFICATIONS O THE REQUIRED ACCESS WIDTHS WHERE THEY ARE INADEQUATE FOR FIRE OR RESCUE OPERATIONS OR WHERE NECESSARY TO MEET THE PUBLIC SAFETY OBJECTIVES OF THE JURISDICTION.
5. ALL SIGNAGE REQUIRE A SEPARATE PERMIT REVIEW AND APPROVAL.

PROJECT DATA

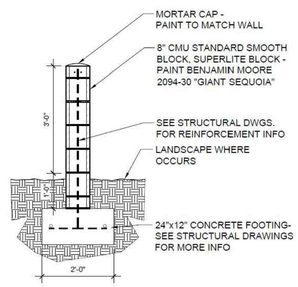
PROJECT NAME:	ROLL EM UP TAQUITOS
PROJECT ADDRESS:	PEBBLE CREEK PKWY & MCDOWELL RD, GOODYEAR, AZ 85395
PROPOSED USE:	DRIVE THRU RESTAURANT
PROPERTY OWNER / DEVELOPER:	AVALON DEVELOPMENT 7333 E DOUBLETREE RANCH RD, STE 140 SCOTTSDALE AZ 85258 CONTACT: SCOTT WOLSKI / 480-376-8750
ARCHITECT:	PM DESIGN GROUP INC. 76 E MITCHELL DR, PHOENIX AZ 85012 CONTACT: CHUCK BENNETT / 623-432-0596
ENGINEER:	SUSTAINABILITY ENGINEERING GROUP 8280 E GELDING DR, STE 101, SCOTTSDALE AZ 85260 CONTACT: SCOTT ODYA / 480-466-0926
SURVEYOR:	VESPRO 8502 E VIA DE VENTURA, STE 101 SCOTTSDALE AZ 85258 CONTACT: PETER VESECKY / 480-393-3640

SITE DATA

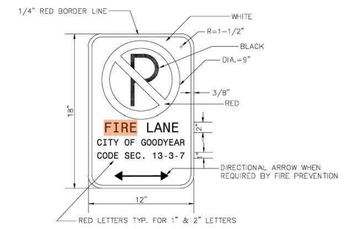
PARCEL #	508-14-961B
ZONING	PAD (EXISTING -ORD. 2005-940) C-2 GENERAL COMMERCIAL
SITE AREA (GROSS)	57,595 SF / 1.32 ACRES
SITE AREA (NET)	86,650 SF / 1.98 ACRES
BUILDING AREA	2,325 SF
PATIO AREA	430 SF
OCCUPANCY TYPE	A-2
CONSTRUCTION TYPE	VB (SPRINKLERED)
BUILDING SETBACKS	FRONT / STREET SIDE = 30'-0" SIDE / REAR = 0'-0"
LANDSCAPE SETBACKS	STREET FRONT = 30'-0"
PARKING REQUIRED	25 SPACES REQUIRED INTERIOR DINING 740 SF AT 1/50 = 15 SPACES KITCHEN 995 SF AT 1/150 = 7 SPACES OUTDOOR DINING 430 SF AT 1/150 = 3 SPACES
PARKING PROVIDED	30 SPACES PROVIDED
BICYCLE PARKING REQUIRED	25 PARKING SPACES AT 1/10 = 3 BICYCLE SPACES
BICYCLE PARKING PROVIDED	4 BICYCLE SPACES
LIGHTING ZONE	ZONE 2

KEYNOTES

1	RELOCATED FIRE HYDRANT.
2	PROPOSED CONCRETE CURB.
3	PROPOSED PATIO AREA AND PATIO FURNITURE.
4	PROPOSED ADA ACCESSIBLE PATH.
5	PROPOSED ADA ACCESSIBLE RAMP. 8% MAX. SLOPE AND 6% MAX. RISE.
6	PROPOSED ADA PARKING SPACE.
7	PROPOSED 1'-6" MAX. PARKING OVERHANG.
8	PROPOSED BICYCLE PARKING.
9	PROPOSED 3'-0" SITE SCREEN WALL.
10	PROPOSED PAVEMENT STRIPING, TYPICAL.
11	PROPOSED HEIGHT DETECTOR POLE.
12	PROPOSED FREESTANDING SPEAKER POLE.
13	PROPOSED MENU BOARD.
14	PROPOSED GAS METER LOCATION.
15	PROPOSED NEMA RATED ELECTRICAL PANEL LOCATION.
16	PROPOSED 28' WIDE INSIDE AND 48' WIDE OUTSIDE FIRE LANE.
17	PROPOSED LANDSCAPING.
18	PROPOSED FIRE SPRINKLER RISER ROOM LOCATION.
19	PROPOSED CONNECTION TO EXISTING 1 INCH WATER DOMESTIC.
20	PROPOSED CONNECTION TO EXISTING 1 INCH WATER IRRIGATION.
21	PROPOSED CONNECTION TO EXISTING 6 INCH FIRE LINE STUB.
22	PROPOSED CONNECTION TO EXISTING SEWER LINE.
23	PROPOSED GREASE INTERCEPTOR LOCATION.
24	PROPOSED FIRE LANE SIGN, PROVIDED AND MAINTAINED BY PROPERTY OWNER/OCCUPANT, ADN TO BE INSTALLED AT THE BEGINNING AND END OF EACH FIRE LANE WITH SPACING NOT MORE THAN 100 FEET APART. SIGN SHALL BE MOUNTED ON STURDY METAL POSTS WITH THE BOTTOM OF THE SIGN NO LESS THAN 5 FEET AND NO GREATER THAN 7 FEET ABOVE GRADE.
25	PROPOSED KNOX BOX LOCATION.
26	PROPOSED FDC LOCATION, WITHIN 150 FEET OF FIRE HYDRANT.
27	EXISTING TRASH ENCLOSURE.
28	EXISTING FIRE HYDRANT.



2 SITE SCREEN WALL 1/2"=1'-0"



3 FIRE LANE SIGN N.T.S.

PM DESIGN
Architectural Solutions Group
76 E. MITCHELL DR
PHOENIX, AZ 85012
CONTACT: CHUCK BENNETT
PHONE: (623) 432.0596
EMAIL: CBENNETT@PMDGINC.COM
KEN MCCRACKEN, ARCHITECT
SEAL:
Registered Architect
CERTIFICATE
45703
KENNETH J. MCCRACKEN
Registered
ARIZONA, U.S.A.
Expires: 6/30/24
KJM/3256

PLANNING AND ZONING SUBMITTAL

AVALON DEVELOPMENT
ROLL-EM-UP TAQUITOS

AVALON DEVELOPMENT
ROLL EM UP TAQUITOS
PEBBLE CREEK PKWY & MCDOWELL RD
GOODYEAR, AZ
85395

REV	DATE	DESCRIPTION

DATE PREPARED: 05/16/2022
DRAWN BY: NM
CHECKED BY: CB
ARCH. PROJECT NO.: AVA21001.0
CITY PROJECT NO.: 22-30000006
SHEET NAME: SITE PLAN
SHEET NUMBER:



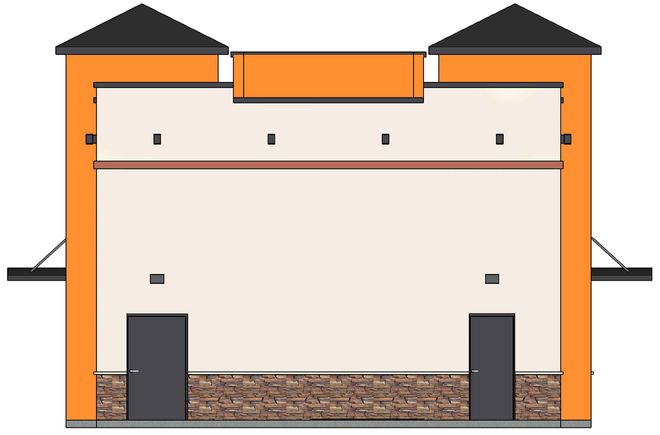
1 **PATIO/SIDE ENTRY ELEVATION (SOUTH)**
1/4"=1'-0"



2 **FRONT ENTRY ELEVATION (EAST)**
1/4"=1'-0"



3 **DRIVE THRU ELEVATION (WEST)**



4 **REAR ELEVATION (NORTH)**

EWF-1



WAINSCOT
EL DORADO STONE
RUSTIC LEDGE
SEQUOIA

EWF-2, EWF-5

CAST STONE, CEMENT STUCCO
SHERWIN WILLIAMS
SAND DOLLAR
6099

EWF-3, EP-1

CEMENT STUCCO, PAINTED GRAPHICS
BENJAMIN MOORE
ORANGE BURST
2015-20

EWF-4

CEMENT STUCCO, ACCENT BAND
BENJAMIN MOORE
GIANT SEQUOIA
2094-30

EM-1, EM-2, EWS-1, EWS-2, EP-2

STANDING SEAM METAL ROOF, METAL CAP FLASHING, EXTERIOR WINDOW SYSTEMS, CANOPIES
BENJAMIN MOOR
BLACK IRON
2120-20

PM DESIGN
Architectural Solutions Group

76 E. MITCHELL DR
PHOENIX, AZ 85012

CONTACT: CHUCK BENNETT
PHONE: (623) 432.0596
EMAIL: CBENNETT@PMDGINC.COM

KEN MCCRACKEN, ARCHITECT
SEAL:

Registered Architect
CERTIFICATE
47703
KENNETH J.
MCCRACKEN
Registered 5/16/22
ARIZONA, U.S.A.

Expires: 6/30/24
KJM/3256

PLANNING AND ZONING SUBMITTAL

AVALON DEVELOPMENT

ROLL-EM-UP TAQUITOS

AVALON DEVELOPMENT
ROLL EM UP TAQUITOS
PEBBLE CREEK PKWY & MCDOWELL RD
GOODYEAR, AZ
85395

REV	DATE	DESCRIPTION

DATE PREPARED: 05/16/2022
DRAWN BY: NM
CHECKED BY: CB
ARCH. PROJECT NO.:
AVA21001.0
CITY PROJECT NO.:
22-30000006
COBBLESTONE CREEK PAD
SHEET NAME:
RENDERED EXTERIOR ELEVATIONS
SHEET NUMBER:

COBBLESTONE CREEK - PAD B

(landscape & irrigation plan)

project consultants

landscape architect:
DESIGN ETHIC, LLC
7525 EAST 6TH AVENUE
SCOTTSDALE, ARIZONA 85251
CONTACT: BRANDON PAUL
PHONE: 480.225.7077
EMAIL: bpaul@designethic.net

architecture:
PM DESIGN GROUP INC.
76 EAST MITCHELL DRIVE
PHOENIX, ARIZONA 85012
PROJECT CONTACT: CHUCK BENNETT
PHONE: 602.457.5757
EMAIL: cbennett@pmdginc.com

owner:
AVALON DEVELOPMENT
7333 E DOUBLETREE RANCH RD, SUITE 140
SCOTTSDALE , ARIZONA 85258
CONTACT: SCOTT WOLSKI
PHONE: 480.376.8750
EMAIL: swolski@avalondevelopment.com

civil engineer:
SUSTAINABILITY ENGINEERING GROUP
8280 E. GELDING DR., SUITE 101
SCOTTSDALE, ARIZONA 85260
PROJECT CONTACT: SCOTT ODYA
PHONE: 480.466.0926
EMAIL: scott@azseg.com

site data

ZONING:	PAD (EXISTING)
NET SITE AREA:	
PAD B:	57,595 S.F.
BUILDING FOOTPRINT COVERAGE	
PAD B:	2,400 S.F.
PARKING REQUIRED:	
PAD B DINING 960 SF @ 1/50:	20 SPACES
PAD B KITCHEN 1,440 SF @ 1/150:	10 SPACES
TOTAL:	59 SPACES
PARKING PROVIDED:	71 SPACES
ON-SITE LANDSCAPE AREA REQUIRED (10% OF SITE AREA):	
PAD B:	5,760 S.F.
ON-SITE LANDSCAPE AREA PROVIDED:	
PAD B:	26,348 S.F. (46%)
LIVE COVERAGE REQUIRED IN LANDSCAPE AREA(50%) :	
PAD B:	13,174 S.F.
ON-SITE LANDSCAPE AREA PROVIDED:	
PAD B:	17,555 S.F. (67%)

sheet index

SHEET	TITLE
L.01	COVER SHEET & NOTES
L.02	PLANTING PLAN

landscape plan approved city of goodyear

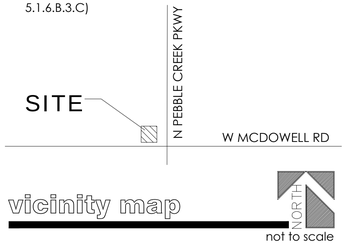
HTE NO.

APPROVAL BY: DATE

CONSTRUCTION AND INSTALLATION SHALL BE IN ACCORDANCE WITH THIS PLAN AND ANY AND ALL DEVIATION WILL REQUIRE RE-APPROVAL. LANDSCAPE INSTALLATION TO BE APPROVED BY CITY OF GOODYEAR INSPECTION SERVICES BEFORE CERT. OF OCCUPANCY IS ISSUED.

city of goodyear notes

1. SHRUBS AND GROUNDCOVERS PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A MATURE HEIGHT OF NOT MORE THAN 18 INCHES. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT, AND TOTAL HEIGHT SHALL INCLUDE THE HEIGHT OF ANY MOUNDING (EDS&PM 7.2.4.B.1).
2. TREES PLANTED WITHIN SIGHT VISIBILITY TRIANGLE SHALL HAVE A CLEAR TRUNK PRUNED TO A HEIGHT OF 7 FEET OR GREATER UPON INSTALLATION. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT (EDS&PM 7.2.4.B.2).
3. 7 FOOT MINIMUM CLEARANCE SHALL BE MAINTAINED AROUND THE FIRE HYDRANT FROM LANDSCAPE MATERIAL WITH A MATURITY HEIGHT EXCEEDING 6 INCHES PER CITY STANDARD DETAILS. (EDS&PM 5.1.6.B.3.C)



vicinity map

not to scale

planting notes

1. THE SUB-CONTRACTOR SHALL MARK AND CONFIRM LOCATIONS OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION. CONFLICTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT FOR RESOLUTION.
2. PLANT MATERIALS SPECIFIED SHALL BE SUBJECT TO HAND SELECTION BY THE LANDSCAPE ARCHITECT AT THE NURSERY.
3. FINISH GRADE OR TOP OF D.G. (WHICHEVER IS HIGHER) SHALL BE 1-1/2" BELOW ADJACENT CONCRETE OR OTHER PAVED SURFACES.
4. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLAN. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ACCURATE PLANT COUNTS. IF ANY DISCREPANCIES SHOULD ARISE WITH REGARDS TO PLANT QUANTITIES THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT WITHIN A PERIOD OF 48 HOUR FOR DISCUSSION.
5. CONTRACTOR TO STAKE ALL TREE, PALM, AND SHRUB LOCATIONS FOR LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO PLANTING.
6. LANDSCAPE ARCHITECT WILL NOT BE RESPONSIBLE FOR LOCATION AND PLACEMENT OF TREES AND PALMS UNLESS THE LOCATION WAS APPROVED BY LANDSCAPE ARCHITECT.
7. ALL TREE AND PALM CANOPIES MUST BE A MINIMUM OF 3'-5' FROM ANY BUILDING WALLS OR BUILDING WINDOWS WHEN THE PLANT REACHES IT'S MATURE SIZE.
8. ALL PLANT MATERIALS SHALL BE SIZED ACCORDING TO THE ARIZONA NURSERY ASSOCIATION STANDARDS. PLANT MATERIAL SIZES NOT ESTABLISHED PER A.N.A. STANDARDS SHALL BE SIZED ACCORDING TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
9. ALL NEWLY INSTALLED TREES ARE TO BE STAKED IN PLACE PER THE LANDSCAPE ARCHITECT'S DETAILS FOUND WITHIN THE PLAN SET OR WITHIN THE LANDSCAPE ARCHITECT'S DETAIL AND SPECIFICATION BOOKLET DEVELOPED FOR THE PROJECT.
10. ACID ETCH IMPERVIOUS SOILS AS REQUIRED AT PROPOSED TREE LOCATIONS TO ENSURE PLANT HEALTH AND VITALITY.
11. SUB-CONTRACTOR TO TREAT ALL D.G. AREAS WITHIN THE LIMITS OF CONSTRUCTION WITHONE FINAL APPLICATION OF AN APPROVED PRE-EMERGENT HERBICIDE AT THE TIME OF ACCEPTANCE BY THE OWNER.
12. CACTI SHALL RECEIVE NO SUPPLEMENTAL IRRIGATION UNLESS OTHERWISE NOTED OR IDENTIFIED WITHIN THE LANDSCAPE ARCHITECTS IRRIGATION DRAWINGS.
13. NO PLANT SUBSTITUTIONS, TYPE, OR QUANTITY DEVIATIONS FROM THE APPROVED LANDSCAPE OR IRRIGATION PLANS WITHOUT PERMISSION FROM THE LANDSCAPE ARCHITECT.
14. ALL R.O.W. PLANT MATERIAL TO BE IN COMPLIANCE WITH THE ARIZONA DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST.
15. EXISTING TREES AND SHRUBS IN R.O.W. TO REMAIN OR BE RELOCATED BY CONTRACTOR. ANY PLANT MATERIAL DAMAGED OR DESTROYED WILL BE REPLACED IN KIND BY THE CONTRACTOR.
16. ALL LANDSCAPE AREAS SHALL RECEIVE 2" MINIMUM DEPTH OF D.G. SIZED PER TH E PLAN UNLESS NOTED. COLOR TO BE SELECTED BY OWNER UNLESS NOTED. ALL D.G. SAMPLES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
17. ROUGH GRADING TO WITHIN +0.10 FOOT, INCLUDING ALL BERMS AND/OR SWALES AND RETENTION AREAS WILL BE PROVIDED BY BUILDER / DEVELOPER OR THE OWNER'S AGENT PRIOR TO PLANT INSTALLATION.
18. ANY DISCREPANCIES FOUND BETWEEN PLANS, SPECIFICATIONS, AND SITE SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION.
19. THE LANDSCAPE ARCHITECT HAS THE OPTION TO REJECT ANY PLANT MATERIALS DEEMED UNACCEPTABLE UPON DELIVERY TO SITE.
20. FINAL BUILDING PERMIT CANNOT BE OBTAINED UNTIL BONDING ON APPROVED ASSURANCES IS PROVIDED FOR LANDSCAPING WITHIN THE RIGHT-OF-WAY.
21. ACKNOWLEDGE REQUIREMENT OF COUNTY DUST CONTROL PERMIT AND LANDSCAPE PERMIT FOR ALL LANDSCAPE WORK WITHIN THE PROJECT ON RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL SUBDIVISIONS.
22. ALL ON-SITE SIDEWALKS SHALL HAVE A MAXIMUM SLOPE OF 1:20 WITH THE MAXIMUM CROSS SLOPE OF 1:50. ALL CURBS MUST PROVIDE ACCESSIBLE RAMPS PURSUANT TO THE AMERICAN WITH DISABILITIES ACT (ADA) STANDARDS.
23. TREES, SHRUBS, VINES, GROUNDCOVER, AND TURF WHICH HAVE TO BE REPLACED UNDER TERMS OF THE GUARANTEE, SHALL BE GUARANTEED FOR AN ADDITIONAL SIXTY (60) DAYS FROM THE DATE OF REPLACEMENT.
24. ALL POOLS, SIGNS AND MONUMENT WALLS REQUIRE A SEPARATE BUILDING APPROVAL AND PERMITS.
25. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION. REQUIRED SHOP DRAWINGS MAY INCLUDE BUT ARE NOT LIMITED TO WALLS, COLUMNS, ENTRY GATES, POOL FENCE AND/OR WATER FEATURES. SHOULD A DISPUTE ARISE WITH ANY DESIGN ELEMENT REQUIRING SHOP DRAWINGS, THE LANDSCAPE ARCHITECT SHALL ONLY ASSUME RESPONSIBILITY IF THE SHOP DRAWINGS IN QUESTION HAVE BEEN REVIEWED AND APPROVED BY THE LANDSCAPE ARCHITECT.
26. THERE ARE NO EXISTING OVERHEAD POWER LINES ON THIS PROJECT
27. ALL TREES WITHIN THE SIGHT TRIANGLE AND DISTANCE AREAS SHALL BE MAINTAINED TO A MINIMUM CANOPY CLEARANCE OF 7'-0".

irrigation notes

1. IRRIGATION DESIGN SHALL COMPLY WITH THE INTENT OF THE CITY OF GOODYEAR WATER CONSERVATION, LANDSCAPING AND WATER WASTE ORDINANCE.
2. CONTRACTOR TO CONTACT THE LOCAL UNDERGROUND UTILITY SERVICES FOR UTILITY LOCATION AND IDENTIFICATION.
3. STAKE ALL UTILITIES, INCLUDING SEWER AND DRAINAGE PRIOR TO ANY EXCAVATION. CONFLICTS SHALL BE REPORTED TO THE ARCHITECT/LANDSCAPE ARCHITECT FOR RESOLUTION.
4. PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND IF NECESSARY, BY HAND. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.
5. REFER TO CIVIL ENGINEER'S UTILITY AND PRECISE GRADING PLANS FOR UTILITY LOCATION AND FINAL GRADING. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, CONTACT THE ARCHITECT FOR DIRECTION AS TO HOW TO PROCEED. VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT ARCHITECT FOR INSTRUCTIONS PRIOR TO COMMENCING WORK.
6. THE DESIGN OF THE IRRIGATION SYSTEM SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR PER THE PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL SUBMIT IRRIGATION AS-BUILT DESIGN DRAWINGS AND ASSOCIATED DOCUMENTATION TO THE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE IRRIGATION SYSTEM SHALL BE RUN WITH A FULLY AUTOMATED IRRIGATION CONTROLLER. RUN TIME SHALL BE ADJUSTED ACCORDING TO SEASON, LOCATION AND PLANT PERFORMANCE. DRIP EMITTERS SHALL BE USED FOR ALL PLANT MATERIAL EXCEPT SOD AND POSSIBLY PERENNIAL GROUNDCOVERS. THESE AREAS SHALL BE IRRIGATED WITH SPRAY EMITTERS APPROPRIATELY DESIGNED TO AVOID OVERSPRAY ONTO IMPERMEABLE SURFACES AND ADJACENT PAVING.
7. IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
8. IF THERE ARE ANY DISCREPANCIES WITH VALVE SIZES, METER SIZES, MAINLINE SIZES, WATER PRESSURE, COVERAGE, CONTROLLER SIZES, OBSTRUCTIONS, GRADE DIFFERENCES OR LAYOUT - THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT WITHIN ONE BUSINESS DAY TO DISCUSS AND ADDRESS THE ISSUE(S).
9. DEPTH OF BURY OF THE MAINLINE SHALL BE A MINIMUM OF 18". DEPTH OF BURY ON LATERAL PIPING SHALL BE A MINIMUM OF 12". THE MAIN LINE AND LATERAL LINES SHALL BE SCHEDULE 40 PVC SOLVENT WELD PIPE WITH INTEGRAL SOLVENT WELD BELLS. CURVED TRENCHES AND BENDING OF PIPE TO AVOID FITTINGS WILL NOT BE ACCEPTED.
10. FOR METERS THAT OPERATE MORE GALLONS PER MINUTE (G.P.M.) THAN THE METER'S CAPACITY, CONTRACTOR SHALL PROGRAM THE CONTROLLER TO OPERATE VALVES TO THE MAXIMUM METER CAPACITY. A METER MAY NEED TO HAVE SEVERAL RUN TIMES TO OPERATE ALL VALVES ASSOCIATED WITH THE METER.
11. POINT OF CONNECTION: A CONNECTION TO POTABLE WATER FOR IRRIGATION PURPOSES WILL BE MADE ON THE PROPERTY, SEE UTILITY PLANS FOR EXACT LOCATION OF METER. VALVE BOXES AND EQUIPMENT SHALL BE SHIELDED FROM VIEW. CONTRACTOR TO VERIFY WATER PRESSURE AT WATER METER PRIOR TO START OF WORK. A BOOSTER PUMP MAY BE REQUIRED IF THE PRESSURE IS TOO LOW.
12. BACKFLOW PREVENTOR TO BE VERIFIED IN FIELD BY LANDSCAPE ARCHITECT OR OWNER PRIOR TO INSTALLATION.
13. ELECTRICAL POWER/PEDESTAL(S) LOCATIONS TO BE PROVIDED BY OTHERS. FINAL LOCATION OF CONTROLLER TO BE STAKED AND APPROVED BY LANDSCAPE ARCHITECT OR OWNER PRIOR TO INSTALLATION.
14. ALL 24 VOLT WIRING FROM CONTROLLER TO ELECTRIC VALVES SHALL BE MINIMUM 14 GAUGE SOLID COPPER DIRECT BURIAL WIRE.
15. PER ARIZONA HOUSE BILL 2256, A BLUE 18 GAUGE TRACER WIRE SHALL BE INSTALLED WITH 2" AND LARGER MAINLINES. 6" INCHES OF WHICH SHALL BE COILED INSIDE THE CONTROLLER.
16. MAINLINE AND LATERAL PIPING IS SCHEMATIC. LOCATE ALL MAINLINES AND EQUIPMENT OUTSIDE OF THE PUBLIC R.O.W. AND P.U.E. BUT WITHIN THE LANDSCAPE AREAS. CONTRACTOR TO ADJUST AS NECESSARY IN FIELD.
17. ALL MAINLINES, LATERAL LINES AND WIRING UNDER PAVEMENT TO BE IN SEPARATE SCHEDULE 80 PVC SLEEVES. PVC SCHEDULE SLEEVES SHALL BE A MINIMUM INSIDE DIAMETER OF 2 TIMES THE IRRIGATION LINE DIAMETER. VALVE WIRING SHALL BE WITHIN SEPARATE ADJACENT SLEEVE.
18. THE CONTRACTOR SHALL PROVIDE IN-LINE AND/OR SPRINKLER CHECK VALVES AS REQUIRED THROUGHOUT THE IRRIGATION SYSTEM LOCATED WITHIN A SLOPED AREAS TO PREVENT LOW IRRIGATION HEAD DRAINAGE.
19. PROVIDE SEPARATE VALVES FOR TREES AND SHRUBS. ALL DRIP ZONE PVC SHALL BE A MINIMUM 3/4" CLASS 200.
20. ALL PIPING IS TO BE FLUSHED FOR A PERIOD OF 10 MINUTES PRIOR TO THE INSTALLATION OF EMITTERS. CONTRACTOR SHALL BE RESPONSIBLE FOR NECESSARY FLUSHING OF SYSTEM DUE TO CLOGGING FOR THE DURATION OF THE LANDSCAPE MAINTENANCE PER SPECIFICATIONS.
21. MAXIMUM LENGTH OF MICROTUBING ON DRIP ZONE TO BE 5'. WITH 6" MIN. EXPOSED AT THE EMITTER END.
22. CONTRACTOR TO GUARANTEE 100% IRRIGATION COVERAGE FOR ALL LAWN AREAS. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY LAWN AREAS WITHOUT FULL COVERAGE.
23. IRRIGATION HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.

city of goodyear general notes for landscaping

A. ALL GENERAL CONSTRUCTION NOTES SHALL APPLY.
B. ALL SIGNS, MONUMENT WALLS AND SITE LIGHTING REQUIRE SEPARATE BUILDING APPROVAL.
C. ALL FIRE HYDRANTS SHALL REQUIRE A 7-FOOT CLEARANCE IN ALL DIRECTIONS TO ANY NEW OR EXISTING LANDSCAPE.
D. SUBSTITUTIONS IN TYPE, AND/OR DEVIATIONS IN SIZE OR QUANTITY FROM THE APPROVED LANDSCAPE OR IRRIGATION PLANS SHALL NOT BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF GOODYEAR. (CONTACT THE CITY LANDSCAPE TECHNICIAN REGARDING ALL PLANTING AND IRRIGATION SUBSTITUTIONS AT 623-882-7979.)
E. ALL PLANT MATERIAL LOCATED IN THE PUBLIC RIGHTS-OF-WAY OR CITY OF GOODYEAR MAINTAINED AREAS SHALL BE IN COMPLIANCE WITH THE DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST FOR THE PHOENIX ACTIVE MANAGEMENT AREA.
F. ALL PLANT MATERIAL AND SPECIFICATIONS SHALL CONFORM TO THE ARIZONA NURSERYMAN ASSOCIATION CURRENT STANDARDS.
G. THE CONTRACTOR IS TO ENSURE A ONE-FOOT CLEARANCE BETWEEN THE SIDEWALK AND MATURE TREE CANOPY.
H. PLANT LEGEND PROVIDED FOR CONTRACTOR'S CONVENIENCE. CONSTRUCTION PLANS TAKE PRECEDENCE.
I. A 10-FOOT CLEARANCE SHALL BE MAINTAINED BETWEEN A TREE TRUNK AND A UTILITY LINE.
J. ALL EXISTING LANDSCAPE AND IRRIGATION SYSTEMS THAT ARE DESIGNATED TO REMAIN ON THE APPROVED LANDSCAPE PLANS SHALL NOT BE DAMAGED OR DESTROYED DURING CONSTRUCTION. ANY DAMAGE THAT DOES OCCUR DURING CONSTRUCTION SHALL BE REPLACED IN KIND BY THE CONTRACTOR.
K. SIDEWALK AND PAVING CONSTRUCTION THAT ARE PART OF THE LANDSCAPE IMPROVEMENTS SHALL BE IN COMPLIANCE WITH ALL ONSITE PAVING AND SHALL MEET DESIGN AND CONSTRUCTION REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA).
L. PRIOR TO ACCEPTANCE OF ANY BACKFLOW DEVICE, EACH DEVICE SHALL BE TESTED BY A STATE CERTIFIED TESTER AND THE RESULTS PROVIDED TO THE CITY.
M. UTILITY BOXES, METERS AND VAULTS SHALL BE LOCATED IN THEROW AND WILL NOT BE PERMITTED IN ANY STREET MEDIAN.
N. "AS-BUILT" DRAWINGS, CERTIFIED BY THE DEVELOPER'S LANDSCAPE ARCHITECT, SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUANCE OF A BUILDING "CERTIFICATE OF OCCUPANCY."

city of goodyear general notes for construction

A. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
B. ALL CONSTRUCTION SHALL CONFORM TO THE CITY EDS&PM, CITY STANDARD DETAILS, AND CURRENT MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION.
C. THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS.HOWEVER, SUCH REVIEW SHALL NOT PREVENT THE CITY FROM REQUIRING CORRECTION OF ERRORS IN PLANS FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE.
D. THE CITY DOES NOT WARRANT ANY QUANTITIES SHOWN ON THESE PLANS.
E. THE CITY APPROVAL IS FOR GENERAL LAYOUT IN THE RIGHT-OF-WAY THIS APPROVAL IS VALID FOR A PERIOD OF ONE YEAR. CONSTRUCTION PERMITS SHALL BE OBTAINED DURING THIS PERIOD OR THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND APPROVAL.
F. AN APPROVED SET OF PLANS SHALL BE AVAILABLE ON THE JOB SITE AT ALL TIMES.
G. THE CITY CONSTRUCTION INSPECTOR SHALL BE NOTIFIED 48 HOURS PRIOR TO ANY CONSTRUCTION WORK AND INSPECTIONS (623-882-7979).CONSTRUCTION WORK CONCEALED WITHOUT INSPECTION BY THE CITY CONSTRUCTION INSPECTOR SHALL BE SUBJECT TO EXPOSURE AT THE CONTRACTOR'S EXPENSE.
H. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER, OR DESIGNEE, AND ANY WORK/MATERIAL NOT IN CONFORMANCE WITH CITY ENGINEERING STANDARDS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
I. RIGHT-OF-WAY IMPROVEMENTS SHALL NOT BE ACCEPTED UNTIL "ASBUILT" PLANS HAVE BEEN SUBMITTED AND APPROVED BY THE CITY. (SEE AS-BUILT REQUIREMENTS)
J. THE DEVELOPER IS RESPONSIBLE FOR THE REMOVAL OR RELOCATION OF ALL OBSTRUCTIONS WITHIN THE RIGHT-OF-WAY PRIOR TO STARTING NEW CONSTRUCTION.
K. THE DEVELOPER IS RESPONSIBLE FOR ARRANGING THE RELOCATION AND ASSOCIATED COSTS OF ALL UTILITIES. A UTILITY RELOCATION SCHEDULE SHALL BE SUBMITTED PRIOR TO THE ISSUANCE OF PERMITS.
L. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING OR DEDICATING ALL REQUIRED RIGHTS-OF-WAY AND EASEMENTS TO THE CITY PRIOR TO ISSUANCE OF PERMITS.
M. THE CONTRACTOR SHALL CONTACT BLUE STAKE (602-263-1100) AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL LOCATE ALL CONFLICTS PRIOR TO CONSTRUCTION.
N. THE CONTRACTOR SHALL BARRICADE CONSTRUCITON SITES AT ALL TIMES PER THE CITY OF PHOENIX TRAFFIC BARRICADE MANUAL. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE CITY FOR APPROVAL IN ADVANCE OF CONSTRUCTION.
O. POTABLE WATER IS NOT AVAILABLE FOR CONSTRUCTION USE OTHER THAN THE FILLING AND TESTING OF NEW LINES. THE UNLAWFUL REMOVAL OF WATER FROM A FIRE HYDRANT OR ANY OTHER SOURCE IS A VIOLATION OF THE MUNICIPAL CODE, PUNISHABLE BY FINE AND/OR IMPRISONMENT. PRIOR TO MOVING OR DESTROYING PROTECTED NATIVE PLANT SPECIES, THE CONTRACTOR SHALL FILE A FORMAL NOTICE OF INTENT WITH THE ARIZONA DEPARTMENT OF AGRICULTURE (602-542-6408).
P. THE CONTRACTOR SHALL COMPLY WITH THE ENVIRONMENTAL PROTECTION AGENCY NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER REQUIREMENTS ESTABLISHED FOR CONSTRUCTION SITES. ADEQ GENERAL PERMIT FOR DISCHARGE FROM CONSTRUCTION ACTIVITIES, AND THE CITY OF GOODYEAR STORM WATER MANAGEMENT PLAN. NO PERSON SHALL USE ANY MECHANICAL EQUIPMENT FOR LAND LEVELING OR CLEARING, ROAD CONSTRUCTION, TRENCHING, EXCAVATING, DEMOLITION, NOR ENGAGE IN ANY EARTHMOVING ACTIVITY WITHOUT FIRST OBTAINING A PERMIT FROM THE MARICOPA COUNTY AIR QUALITY DEPARTMENT (602-506-0666), 1001 N. CENTRAL AVENUE, SUITE 150, PHOENIX, AZ 85003. (THIS NOTICE IS ISSUED PURSUANT TO A.R.S. 36-779.07, NOTICE OF BUILDING AGENCIES.)
Q. THESE PLANS REFLECT CONDITONS AS THEY EXIST AT THE TIME OF IF EXISTING CONDITIONS HAVE CHANGED BY THE TIME OF CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE CITY AND THESE PLANS MAY HAVE TO BE AMENDED PRIOR TO PROCEED IN WITH CONSTRUCTION ACTIVITIES.

AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME: DATE: (SEAL)

DESIGN ETHIC
LANDSCAPE ARCHITECTURE
FORGING NEW ENVIRONMENTS
7525 EAST 6TH AVENUE SCOTTSDALE, ARIZONA 85251
480.225.7077

REGISTERED LANDSCAPE ARCHITECT — CERTIFICATE NO. 57595 — BRANDON PAUL — ARIZONA, U.S.A. — EXPIRES 03/31/23

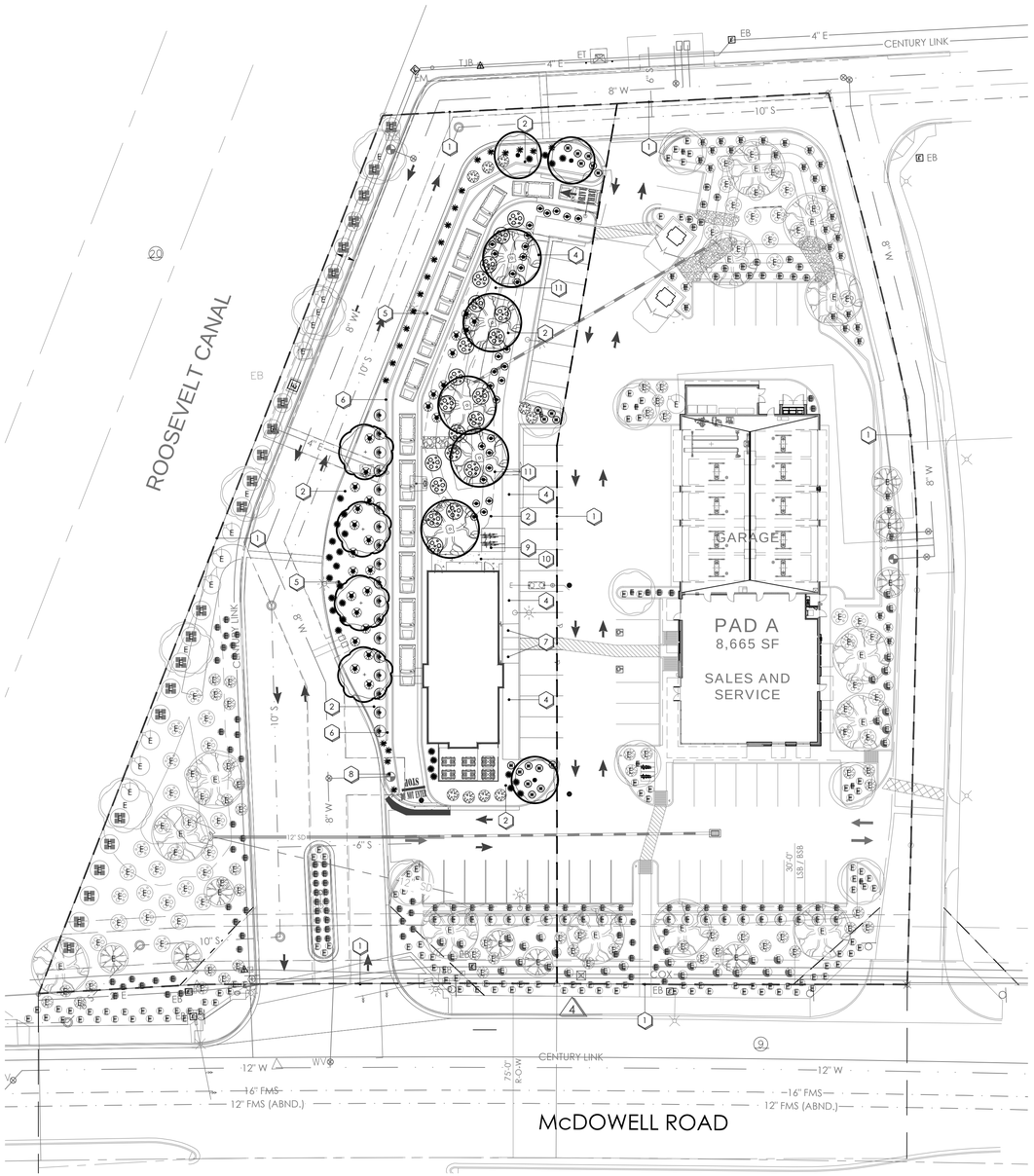
Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 — Call 811 or click Arizona811.com

PROJECT: COBBLESTONE CREEK PAD B
15570 W MCDOWELL RD
GOODYEAR, AZ 85395

SHEET TITLE: COVER SHEET & NOTES

JOB NO:	22-014
DATE:	05.18.2022
DRAWN BY:	B. PAUL
SUBMITTED:	-
REVISED:	

SHEET
L.01 of L.02



plant legend

	botanical name common name	emitters	size	qty	comments
trees					
	PARKINSONIA X. 'DESERT MUSEUM' DESERT MUSEUM	(5 @ 1.0 GPH)	24" BOX	3	STAKE IN PLACE
	PROSOPIS SEEDLESS HYBRID 'AZT™' 'AZT™' SEEDLESS HYBRID MESQUITE	(5 @ 1.0 GPH)	24" BOX	5	STAKE IN PLACE
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	(6 @ 2.0 GPH)	24" BOX	4	STAKE IN PLACE
	NOTE: TREES WITHIN 10'-0" OF ANY WATER, SEWER, OR STORM DRAIN SERVICE WILL REQUIRE A BIO BARRIER UPON PLANTING.				
shrubs					
	CALLIANDRA CALIFORNICA BAJA FAIRY DUSTER	(1 @ 1.0 GPH)	5 GAL.	27	PLANT AT 4' O.C.
	LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' 'LYNN'S LEGACY' LEUCOPHYLLUM	(1 @ 1.0 GPH)	5 GAL.	18	PLANT AT 5' O.C.
	RUELLIA BRITTONIANA MEXICAN PETUNIA	(1 @ 1.0 GPH)	5 GAL.	30	PLANT AT 3' O.C.
accents					
	ASCLEPIAS SUBULATA DESERT MILKWEED	(1 @ 1.0 GPH)	5 GAL.	22	PLANT AT 3' O.C.
	DASYLIRION WHEELERI DESERT SPOON	(1 @ 1.0 GPH)	5 GAL.	9	PLANT AT 5' O.C.
	HESPERALOE PARVIFLORA RED YUCCA	(1 @ 1.0 GPH)	5 GAL.	31	PLANT AT 3' O.C.
groundcover					
	ACACIA REDOLENS DESERT CARPET	(1 @ 1.0 GPH)	1 GAL.	20	PLANT AT 7' O.C.
	LANTANA 'NEW GOLD' NEW GOLD LANTANA	(1 @ 1.0 GPH)	1 GAL.	18	PLANT AT 4' O.C.
inerts					
2	1/2" SCREENED DECOMPOSED GRANITE EXPRESS ROSE		- S.F.		2" MINIMUM IN ALL PLANTERS

planting key notes

1. PROPERTY LINE / RIGHT OF WAY LINE
2. DECOMPOSED GRANITE IN ALL PLANTING AREAS
3. SITE VISIBILITY TRIANGLE, MAXIMUM MATURE PLANT MATERIAL HEIGHT IN THE SIGHT VISIBILITY TRIANGLES IS 24 INCHES
4. EXISTING SIDEWALK.
5. EXISTING SITE LIGHTING.
6. 3'-0" SCREEN WALL. SEE ARCH PLANS.
7. ACCESSIBLE RAMP. SEE CIVIL ENG. PLANS.
8. FIRE HYDRANT - 7'-0" CLEAR OF ALL PLANT MATERIAL
9. BIKE RACK.
10. SIDEWALK. SEE ARCH PLANS.
11. EXISTING RIP RAP.

city of goodyear notes

1. SHRUBS AND GROUNDCOVERS PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A MATURE HEIGHT OF NOT MORE THAN 18 INCHES. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT, AND TOTAL HEIGHT SHALL INCLUDE THE HEIGHT OF ANY MOUNDING (EDS&PM 7.2.4.B.1).
2. TREES PLANTED WITHIN SIGHT VISIBILITY TRIANGLE SHALL HAVE A CLEAR TRUNK PRUNED TO A HEIGHT OF 7 FEET OR GREATER UPON INSTALLATION. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT (EDS&PM 7.2.4.B.2).
3. 7 FOOT MINIMUM CLEARANCE SHALL BE MAINTAINED AROUND THE FIRE HYDRANT FROM LANDSCAPE MATERIAL WITH A MATURITY HEIGHT EXCEEDING 6 INCHES PER CITY STANDARD DETAILS. (EDS&PM 5.1.6.B.3.C)

existing plant legend

	botanical name common name
trees	
E	CAESALPINIA CACALACO THORNLESS CASCALOTE
E	PARKINSONIA X. 'DESERT MUSEUM' DESERT MUSEUM
E	PROSOPIS SEEDLESS HYBRID 'AZT™' 'AZT™' SEEDLESS HYBRID MESQUITE
E	QUERCUS VIRGINIANA SOUTHERN LIVE OAK
	NOTE: TREES WITHIN 10'-0" OF ANY WATER, SEWER, OR STORM DRAIN WILL REQUIRE A BIO BARRIER UPON PLANTING.
shrubs	
E	CALLIANDRA CALIFORNICA BAJA FAIRY DUSTER
E	EREMOPHILA SP. VALENTINE
E	LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' 'LYNN'S LEGACY' LEUCOPHYLLUM
E	RUELLIA BRITTONIANA MEXICAN PETUNIA
E	TECOMA ALATA ORANGE JUBILEE
E	TECOMA STANS YELLOW BELLS
accents	
E	ASCLEPIAS SUBULATA DESERT MILKWEED
E	DASYLIRION WHEELERI DESERT SPOON
E	HESPERALOE PARVIFLORA RED YUCCA
groundcover	
E	ACACIA REDOLENS DESERT CARPET
E	LANTANA MONTEVIDENSIS PURPLE LANTANA
E	LANTANA 'NEW GOLD' NEW GOLD LANTANA
inerts	
2	1/2" SCREENED DECOMPOSED GRANITE EXPRESS ROSE

THIS PLAN SHEET DOES NOT HAVE ANY LANDSCAPE AREAS THAT WILL BE MAINTAINED BY THE CITY

DESIGN ETHIC
LANDSCAPE ARCHITECTURE
FORGING NEW ENVIRONMENTS
7525 EAST 6TH AVENUE SCOTTSDALE, ARIZONA 85251
480.225.7077

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 57575
BRIAN BIANCONE PALLA
Date Registered 08-31-2018
ARIZONA, U.S.A.
Expires 03/31/23

NORTH
0' 30' 60' 90'
SCALE: 1" = 30'-0"

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PROJECT:
COBBLESTONE CREEK PAD B
15570 W MCDOWELL RD
GOODYEAR, AZ 85395

SHEET TITLE:
PLANTING PLAN

JOB NO:	22-014
DATE:	05.18.2022
DRAWN BY:	B. PAUL
SUBMITTED:	-
REVISED:	

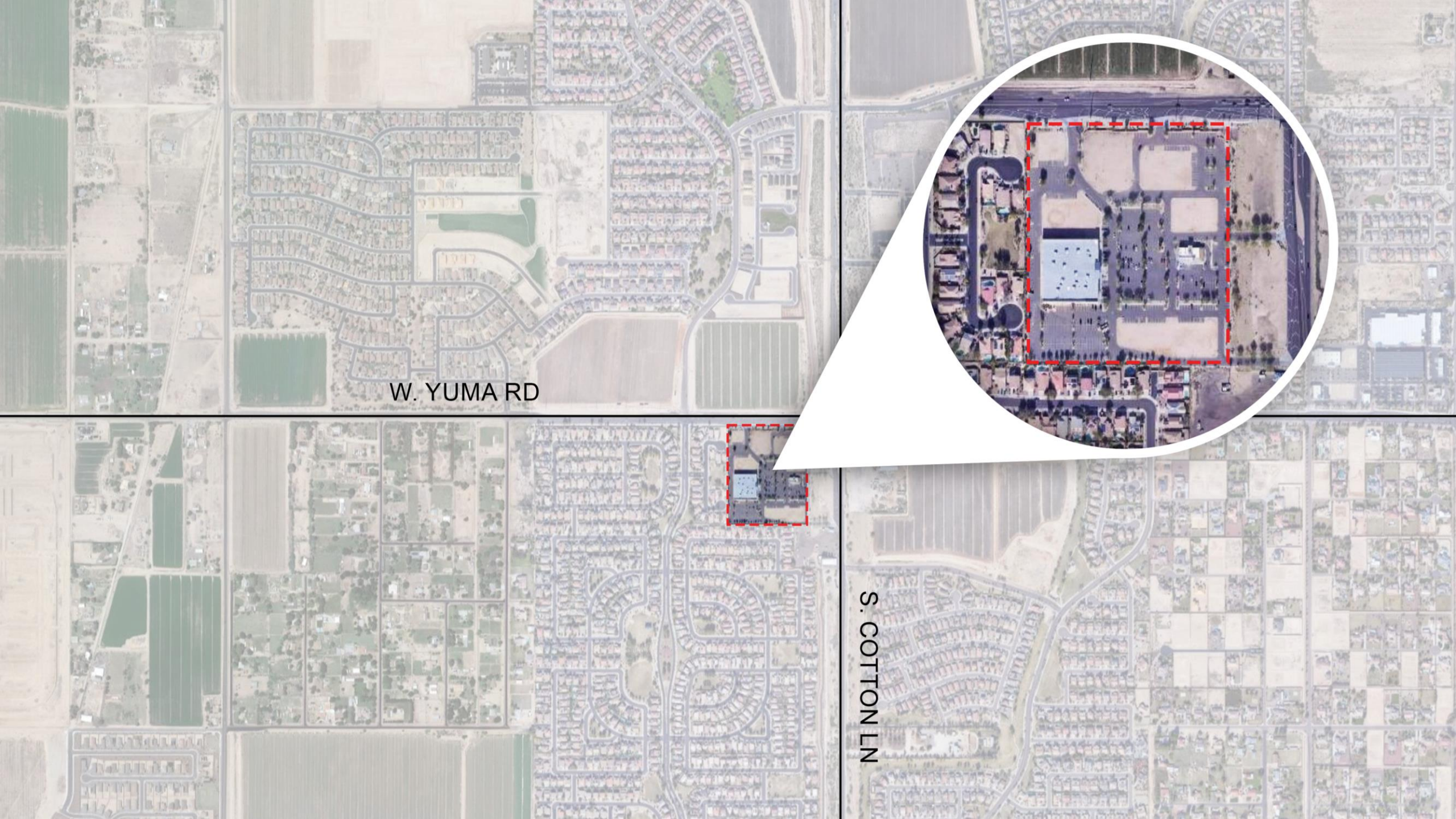
SHEET
L.02 of L.02

17171 W. YUMA ROAD

GOODYEAR, AZ 85338

RKAA ARCHITECTS, INC




W. YUMA RD
S. COTTON LN

PROJECT DIRECTORY

OWNER:
HH-LAVEEN LOT 2, LLC
5050 N 40TH STREET SUITE 350
PHOENIX, ARIZONA 85018
CONTACT: JAMES NEAL
PHONE: (480) 794-1887
EMAIL: james@hinksonco.com

ARCHITECT:
RKAA ARCHITECTS, INC.
2233 EAST THOMAS ROAD
PHOENIX, ARIZONA 85016
CONTACT: NEIL FEASER
PHONE: (602) 955-3900
E-MAIL: nfeaser@rkaa.com

PROJECT NARRATIVE

PROPOSED PROJECT IS CONSIST OF TWO RESTAURANT BUILDINGS. ONE IS SALAD AND GO AND 2ND ONE IS BLACK ROCK COFFEE. BOTH BUILDINGS ARE LOCATED ON LOT 5 OF COTTON FLOWER MARKETPLACE. BELOW IS A BRIEF DESCRIPTION OF BOTH RESTAURANTS.

1ST PROPOSED RESTAURANT, SALAD AND GO, IS A ONE STORY METAL FRAMED BUILDING OF 827 SF. THERE IS NO EATING AND DINING SERVICE AVAILABLE AT THIS BUILDING. THIS IS A DRIVE THRU RESTAURANT HAVING CARRY-OUT FACILITY ONLY. RESTAURANT HAS SERVICE WINDOWS FOR STANDARD CUSTOMERS, WALK UP CUSTOMERS AND EXPRESS CUSTOMERS. THIS BUILDING SHALL HAVE PARKING SPACES, PEDESTRIAN WALK WAY; DRIVE THRU LANES FOR STANDARD AND EXPRESS CUSTOMERS; LANDSCAPING AND TRASH ENCLOSURE.

2ND PROPOSED RESTAURANT, BLACK ROCK COFFEE, IS A ONE STORY BUILDING OF 1976 S.F. IT SHALL HAVE BOTH INTERIOR DINING FACILITY AND DRIVE THRU FACILITY. THERE IS NO OUTDOOR DINING FACILITY AVAILABLE AT THIS RESTAURANT. IT SHALL HAVE DRIVE THRU LANES, WALK UP PLAZA, PARKING SPACES, LANDSCAPING AND TRASH ENCLOSURE.

BOTH BUILDINGS SHALL HAVE AUTOMATIC SPRINKLER SYSTEM AND SHALL COMPLY WITH ALL CITY'S ZONING AND SAFETY REGULATIONS.

SITE DATA

EXISTING & PROPOSED ZONING:	PAD (SUBJECT TO C-2 ZONING)
SITE AREA :	14.70 ACRES / 640,378 S.F.
SECTION-TOWNSHIP-RANGE:	14 1N 2W

LOT 5

AREA:	70,481 SF (1.62 ACRES)
APN:	502-43-002H

PROPOSED SALAD AND GO.

MAIN BUILDING AREA:	
RESTROOM	64 SF
STORAGE	153 SF
PREP AND OTHER	610 SF
TOTAL	827 SF

OVERALL BUILDING AREA:	
MAIN BUILDING	827 SF
DRIVE THRU CANOPY	296 SF
MISC. CANOPY	128 SF
SES&FIRE RISER	92 SF
TOTAL	1343 SF

TOTAL PARKING REQUIRED FOR SALAD AND GO:
FREE STANDING RESTAURANT @ 1/150
827 SF/ 150 — 6 SPACES.

PROPOSED BLACK ROCK COFFEE RESTAURANT:

ADJACENT RESTAURANT AREA 1976 SF
PARKING REQUIRED :

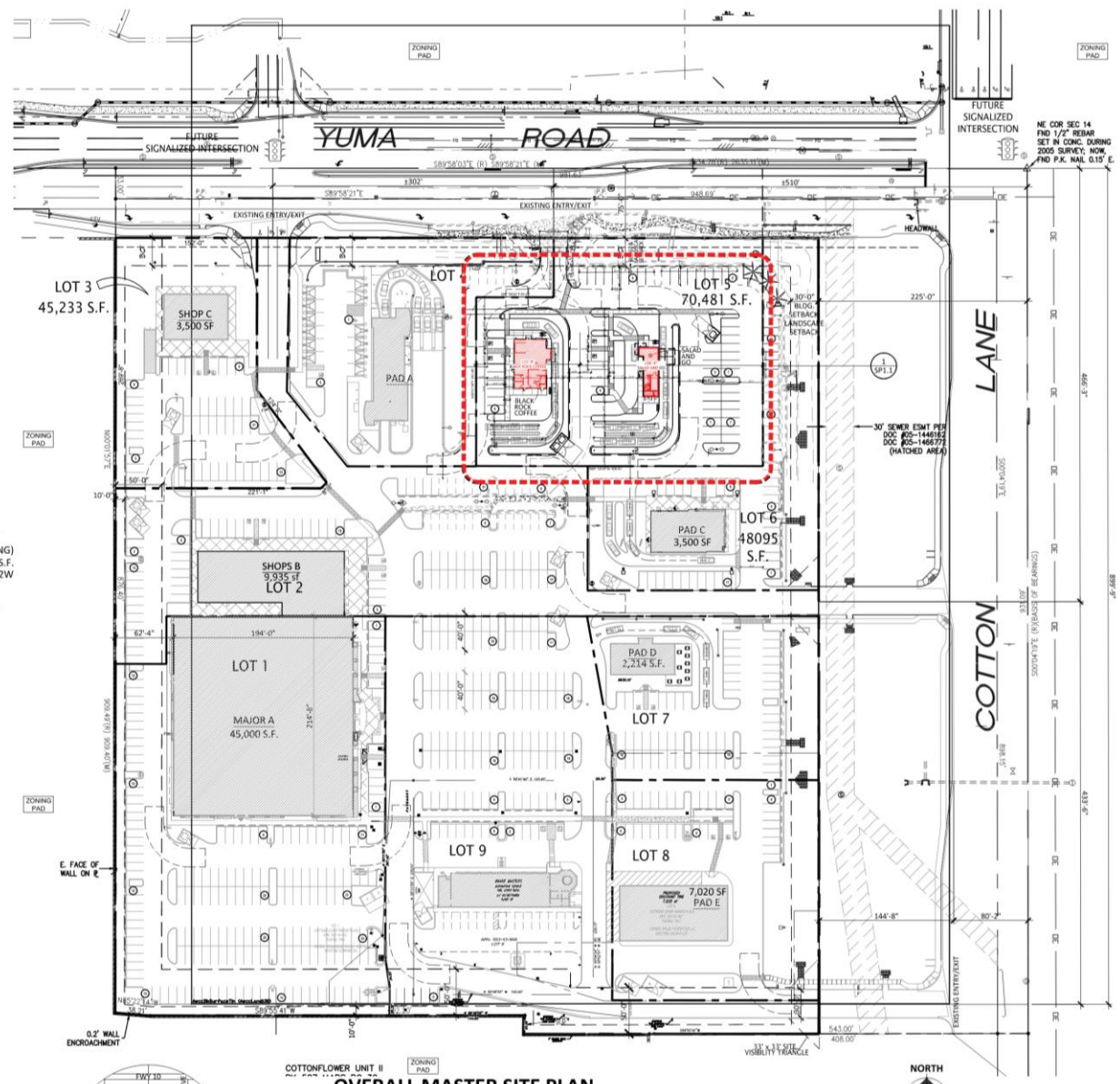
KITCHEN	1976X.60 / 150 = 08
DINING	1976X.40 / 50 = 16
TOTAL REQUIRED	24 SPACES.

TOTAL LOT 5 PARKING REQUIREMENT
24 SPACES + 6 SPACES = 30 SPACES.

TOTAL PROVIDED PARKING 58 SPACES.

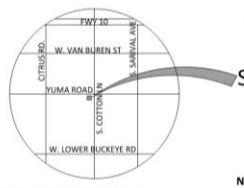
ACCESSIBLE PARKING REQUIRED (51-75): 3 SPACES.
PROVIDED: 4 SPACES.

BIKE SPACES PROVIDED: 4 SPACES.



OVERALL MASTER SITE PLAN

SCALE: 1" = 60'



VICINITY MAP

SCALE: NTS

NORTH



AERIAL MAP

SCALE: NTS

SITE DATA

EXISTING AND PROPOSED ZONING:	PAD (SUBJECT TO C-2 ZONING)
SITE AREA :	14.70 ACRES / 640,378 S.F.
SECTION-TOWNSHIP-RANGE:	14 1N 2W

SITE PARKING DATA

LOT 1 (GYMNASIUM 45,000 S.F.):
PARKING: 45,000/150 = 300 SPACES REQUIRED, 182 SPACES PROVIDED

LOT 2 (RETAIL 9,935 S.F.):
PARKING: 9,935 /300 = 33 SPACES
PROVIDED 105 SPACES

LOT 3 (PROFESSIONAL DENTAL OFFICE 3500 SF)
PARKING REQUIRED 3500 / 300 = 12 SPACES
PROVIDED: 51 SPACES.

LOT 4 (CAR WASH 4,553 S.F.):
PARKING REQUIRED 2 SPACES.
PROVIDED 3 SPACES.

LOT 5 (TWO RESTAURANTS, TOTAL FLOOR AREA 2803= (1976 + 827) S.F.
PARKING REQUIRED
SALAD AND GO 827 / 150 = 6 SPACES

PARKING REQUIRED
ADJACENT BUILDING ON SAME LOT
PARKING: KITCHEN (1976 x 60%)/150 = 08
DINING (1976 x 40%)/50 = 16
TOTAL REQUIRED PARKING FOR TWO RESTAURANTS
6 + 8 + 16 = 30 SPACES.
TOTAL PROVIDED PARKING FOR LOT 5 = 58 SPACES.

LOT 6 (DRIVE THRU RESTAURANT OF 3500 SF.)
PARKING: KITCHEN 3500X 60% / 150 = 14
DINING (3500X40%) / 50 = 28
PARKING REQUIRED: 14+28 = 42 SPACES
PROVIDED : 46 SPACES PROVIDED

LOT 7 (RESTAURANT 2,214 S.F)
PARKING: KITCHEN (2,214 x 60%) /150 = 9
DINING (2,214 x 40%) / 50 = 18
27 SPACES REQUIRED, 59 SPACES PROVIDED

LOT 8 (AUTOMOTIVE & SERVICE)
PARKING REQUIRED: 7020 / 300 = 24 SPACES
PROVIDED : 34 SPACES

LOT 9 (AUTOMOTIVE & SERVICE)
PARKING REQUIRED: 5400 / 300 = 18 SPACES
PROVIDED: 128 SPACES

TOTAL PARKING REQUIRED = 501
TOTAL PARKING PROVIDED = 671
NOTE:
1. LOTS WITH RESTAURANT DESIGNATION ARE CALCULATED USING A 60% KITCHEN\40% DINING RATIO
2. PARKING AGREEMENT REQUIRED FOR LOTS THAT DON'T PROVIDE SUFFICIENT PARKING SPACES FOR PROPOSED USE.
3. ALL SIGNS UNDER SEPARATE PERMIT

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COTTON FLOWER MARKETPLACE - LOT 5

17171 W. YUMA ROAD
GOODYEAR, AZ 85338
05-26-2022

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LOT 5
SP1.0
RKAA 21357.0C

REGISTERED ARCHITECT
CERTIFICATE NO.
9452
ROBERT W. KUBICEK
05-26-2022
EXPIRES 06-30-2024

RKAA ARCHITECTS, INC

SITE PLAN NOTES

C. The following notes shall be shown on all approved site plans:

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
   d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.

– Site Development 2012 Page 2 of 13

oodyear, Arizona Engineering Design Standards and Policies Manual

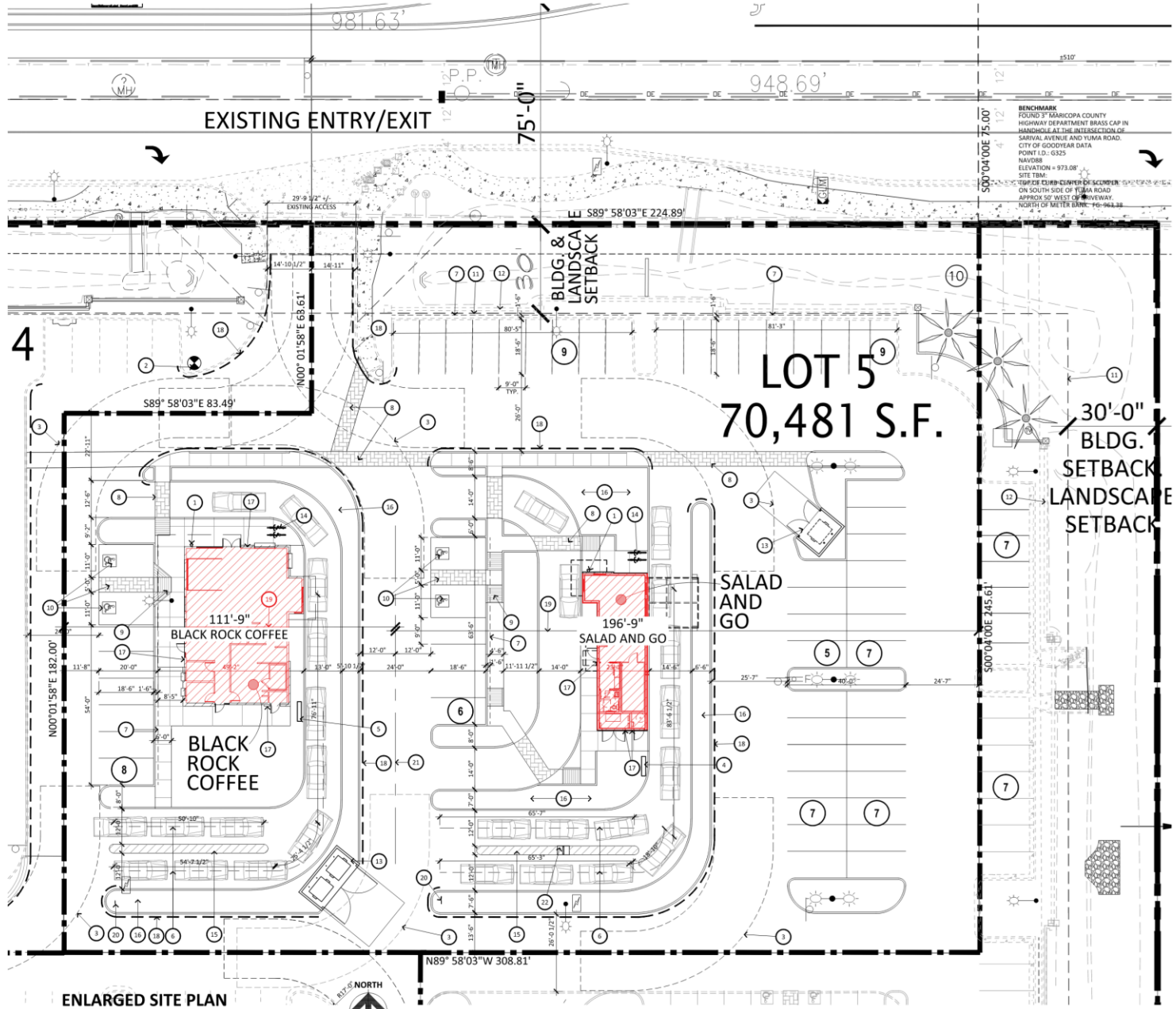
   e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
   d. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.

– Site Development 2012 Page 3 of 13

oodyear, Arizona Engineering Design Standards and Policies Manual

   e. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   f. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.



ENLARGED SITE PLAN

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

KEY NOTES

1. FDC LOCATION.
2. EXISTING FIRE HYDRANTS.
3. FIRE TRUCK TURNING RADIUS. (28' INSIDE RADIUS AND 48' OUTSIDE RADIUS).
4. MENU BOARD AT 8TH CAR.
5. MENU BOARD AT 9TH CAR.
6. QUEUE LANES PROVIDE GREATER THAN 150' QUEUING DISTANCE.
7. OUTLINE OF VEHICLE OVERHANG OF 1'-6".
8. DECORATIVE CROSS WALK- TYP.
9. RAMP (1:12 SLOPE MAX.).
10. ACCESSIBLE PARKING SPACE AND DECORATIVE AISLE.
11. EXISTING LANDSCAPE AND BUILDING SETBACK.
12. EXISTING SCREEN WALL.
13. TRASH ENCLOSURE. TRASH ENCLOSURE TO FOLLOW DESIGN CRITERIA FROM DETAIL G-3160, G-3164.
14. BIKE SPACES.
15. DRIVE THRU LANE DIVIDER MARKING.
16. LANDSCAPE AREA.
17. KNOX BOX.
18. DASH LINES INDICATE FIRE LANE TO BE PAINTED WITH RED ON CURB WITH WHITE LETTERING OF " FIRE LANE - NO PARKING". TYP.
19. PAD DIMENSIONS.
20. SIGN POST LOCATION PER FIRE DEPARTMENT. SEE FIRE DEPARTMENT NOTE # B ON THIS SHEET.
21. CENTERLINE OF STREET.
22. PREVIEW BOARD.

BENCHMARK
FOUND 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE AT THE INTERSECTION OF SARIVAL AVENUE AND YUMA ROAD.
CITY OF GOODYEAR DATA
POINT I.D.: G325
NAVD88
ELEVATION = 973.08'
SITE TBM:
TOP OF CURB CLIPPER OF SCUPPER ON SOUTH SIDE OF YUMA ROAD APPROX 50' WEST OF DRIVEWAY. NORTH OF METER BANK. TG: 961.38

FIRE DEPT. NOTES

A. SPEED BUMPS OR ANY OBSTRUCTIONS THAT MAY IMPEDE AN EMERGENCY VEHICLE RESPONSE SHALL NOT BE ALLOWED IN THIS DEVELOPMENT.
B. SIGN TO BE POSTED NEAR BY DRIVE THRU ENTRY STATING " ATTENTION CUSTOMER- DO NOT BLOCK DRIVE WAY WHILE WAITING FOR SERVICE"
C. WHERE INDICATED BY FIRE LANES, PROVIDE RED PAINTING ON CURBING WITH WHITE LETTERING STATING " NO PARKING FIRE LANE".

GENERAL NOTES

AA. ALL SIGNS INCLUDING MENU BOARD SHALL BE SEPARATE SUBMITTAL , SEPARATE REVIEW AND APPROVAL.

SITE DATA

EXISTING & PROPOSED ZONING:	PAD (SUBJECT TO C-2 ZONING)
SITE AREA :	14.70 ACRES / 640,378 S.F.
SECTION-TOWNSHIP-RANGE:	14 1N 2W

LOT 5

AREA:	70,481 SF (1.62 ACRES)
APN:	502-43-002H

PROPOSED SALAD AND GO.

MAIN BUILDING AREA:	
RESTROOM	64 SF
STORAGE	153 SF
PREP AND OTHER	610 SF
TOTAL	827 SF
OVERALL BUILDING AREA:	
MAIN BUILDING	827 SF
DRIVE THRU CANOPY	296 SF
MISC. CANOPY	128 SF
SES&FIRE RISER	92 SF
TOTAL	1343 SF

TOTAL PARKING REQUIRED FOR SALAD AND GO:
FREE STANDING RESTAURANT @ 1/150
827 SF/ 150 6 SPACES.

PROPOSED BLACK ROCK COFFEE RESTAURANT:
ADJACENT RESTAURANT AREA 1976 SF
PARKING REQUIRED :

KITCHEN	1976X.60 / 150 = 08
DINING	1976X.40 / 50 = 16
TOTAL REQUIRED	24 SPACES.

TOTAL LOT 5 PARKING REQUIREMENT
24 SPACES + 6 SPACES = 30 SPACES.

TOTAL PROVIDED PARKING 58 SPACES.

ACCESSIBLE PARKING REQUIRED (51-75): 3 SPACES.
PROVIDED: 4 SPACES.

BIKE SPACES PROVIDED: 4 SPACES.

Contact Arizona 811 at least two full working days before you begin excavation
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COTTON FLOWER MARKETPLACE - LOT 5

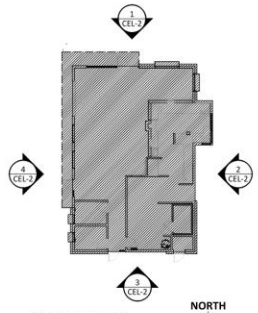
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GOODYEAR, AZ 85338
05-26-2022

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LOT 5
SP1.1
RKAA 21357.00

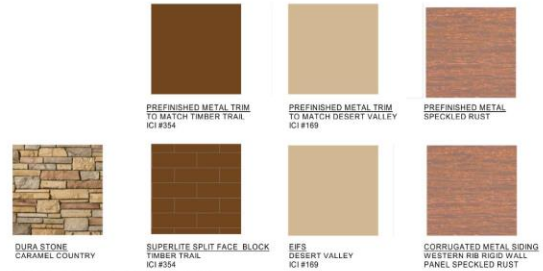
REGISTERED ARCHITECT
9452
ROBERT V. KUBICEK
05-26-2022
EXPIRES 06-30-2024

RKAA ARCHITECTS, INC



KEY PLAN
SCALE: NTS

NORTH



5 EXTERIOR FINISHES
3/4" = 1'-0"



4 SIDE ELEVATION
3/16" = 1'-0"



3 REAR ELEVATION
3/16" = 1'-0"



2 DRIVE THRU ELEVATION
3/16" = 1'-0"



1 FRONT ELEVATION
3/16" = 1'-0"

RKAA ARCHITECTS, INC

Contact Arizona 811 at least two full working days before you begin excavation
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BLACK ROCK COFFEE BAR
COTTON FLOWER MARKETPLACE - LOT 5
17171 W. YUMA ROAD
GOODYEAR, AZ 85338
08-30-2022

CEL-2

RKAA# 21357.00

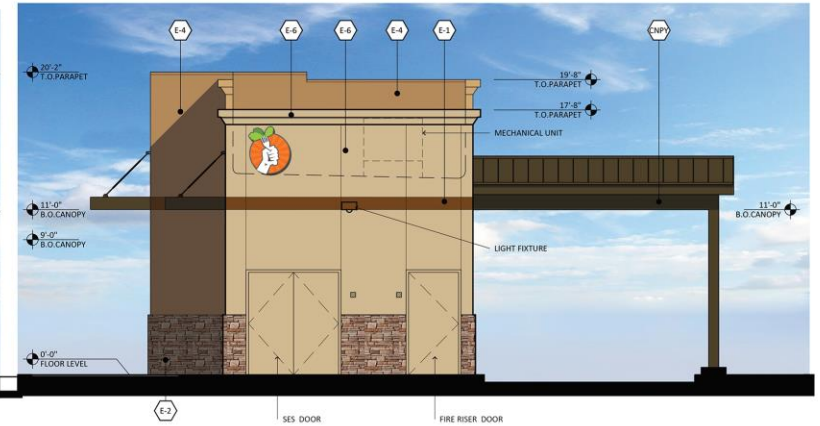
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REGISTERED ARCHITECT
9452
ROBERT V. KUBICEK
08-30-2022
EXPIRES 06-30-2024



1 EAST ELEVATION

SCALE: 1/4" = 1'-0"



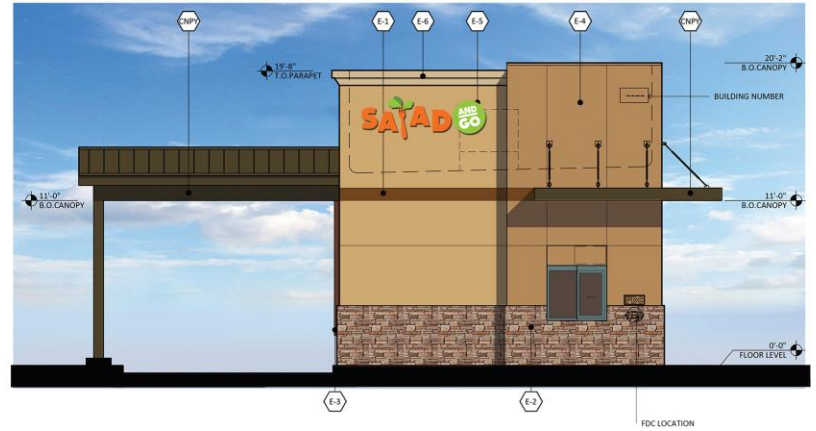
2 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



3 WEST ELEVATION

SCALE: 1/4" = 1'-0"



4 NORTH ELEVATION

SCALE: 1/4" = 1'-0"

MATERIAL AND COLOR

E-1	ACCENT BAND	PRODUCT: DRYVIT FINISH: SMOOTH COLOR: ICI PAINTS TIMBER TRAIL # 354 MNFR: COLOR TO MATCH DUNN EDWARDS	
E-2	STONE VENEER	PRODUCT: STONE VENEER "CARAMEL COUNTRY CSV 20007 DURA STONE	
E-3	E.I.F.S.	PRODUCT: DRYVIT FINISH: SMOOTH COLOR: ICI PAINT COPPER # 320 MNFR: COLOR TO MATCH DUNN EDWARD HARRISON RUST	
E-4	E.I.F.S.	PRODUCT: DRYVIT FINISH: SMOOTH COLOR: ICI PAINT WESTERN TRAIL 462 MNFR: COLOR TO MATCH DUNN EDWARD	

E-5	E.I.F.S.	PRODUCT: DRYVIT FINISH: SMOOTH COLOR: ICI PAINT HEY MARKET # 532 MNFR: COLOR TO MATCH DUNN EDWARD	
E-6	E.I.F.S.	PRODUCT: DRYVIT FINISH: SMOOTH COLOR: ICI PAINT DESERT VALLEY # 629 MNFR: COLOR TO MATCH DUNN EDWARD DESERT FLOOR	
E-7	ALUMINUM STOREFRONT	COLOR: ICI PAINT FALL'S RIVER # 1266 MNFR: COLOR TO MATCH DUNN EDWARD	
CNPY	METAL	PRODUCT: METAL FASCIA/ COLUMNS/AWNING FINISH: ICI PAINT DARK CAVERN 680 MNFR: COLOR TO MATCH DUNN EDWARD TREASURE CHEST	

FIRE DEPARTMENT NOTES:

1. BUILDING ADDRESS NUMBER TO BE 16" HIGH WITH A THREE (3) INCH STROKE, MUST BE OF A CONTRASTING COLOR, AND MOUNTED HIGH ON THE BUILDING TO BE VISIBLE FROM STREET.

RKAA ARCHITECTS, INC

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

COTTON FLOWER MARKETPLACE - LOT 5

SWC COTTON LANE AND YUMA ROAD
GOODYEAR, AZ 85338
DATE: 08-29-2022 (PRELIMINARY)

EL-1

RKAA# 21357.00

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REGISTERED ARCHITECT
CERTIFICATE
9452
ROBERT V. KUBICEK
06-29-2022
ARIZONA U.S.A.
EXPIRES 06-30-2024

GENERAL LANDSCAPING NOTES

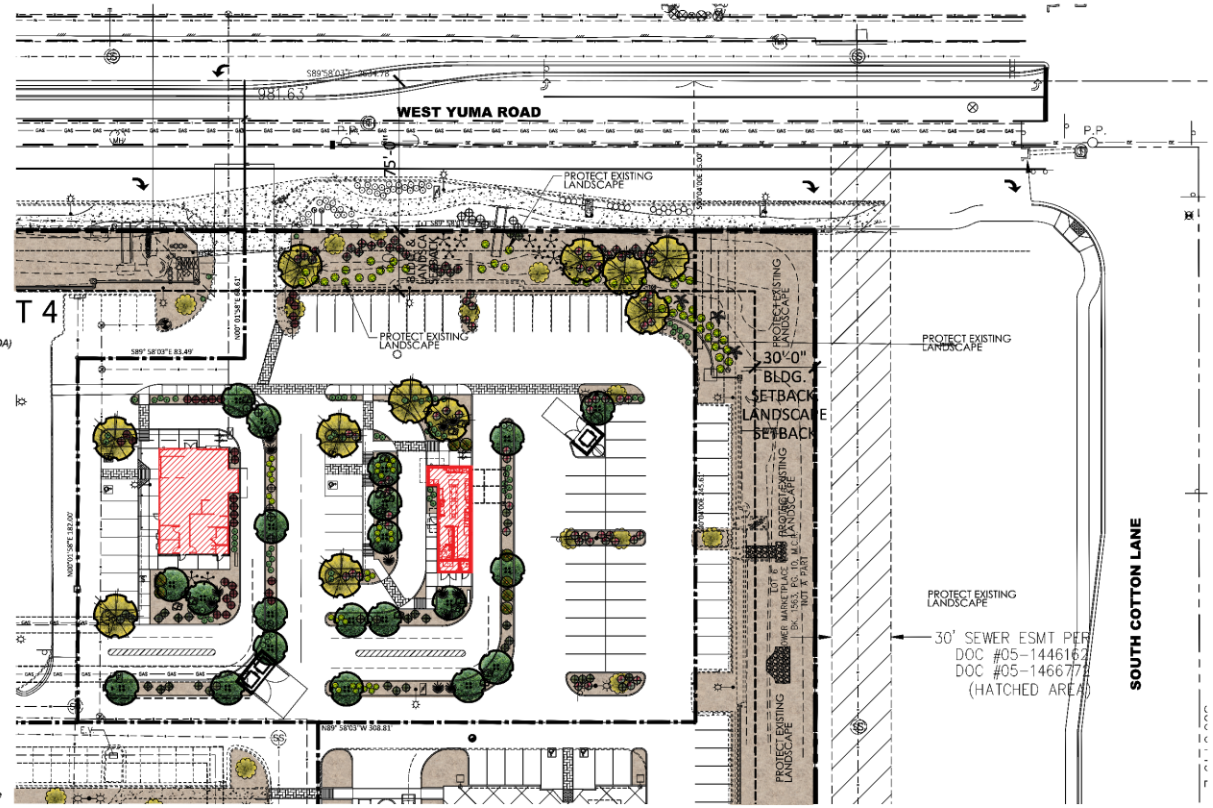
1. *All general constuction notes shall apply.*
2. *Substitutions in type, and/or deviations in size or quantity from the approved landscape or irrigation plans shall not be permitted without prior written approval from the City of Goodyear. (Contact the City Landscape Technician regarding planting and irrigation substitutions at 623.882.7979)*
3. *All signs, monument walls and site lighting require separate building approval.*
4. *All fire hydrants shall require a 7-foot clearance in all directions to any new or existing landscape.*
5. *All plant material located in the public rights - of - ways or city of Goodyear maintained areas shall be in compliance with the department of water resources low water use. Plant list for the Phoenix activity management area.*
6. *All plant material and specifications shall conform to the Arizona Nurseryman Association current standards.*
7. *Contractor to ensure a one-foot clearance between the sidewalk and mature tree canopy.*
8. *Plant legend provided for contractor's convenience. Construction plans take precedence.*
9. *A 10-foot clearance shall be maintained between a tree trunk and utility line.*
10. *All existing landscape and irrigation systems that are designated to remain on the approved landscape plans shall not be damaged or destroyed during construction. Any damage that does occur during construction shall be replaced in kind by the contractor.*
11. *Sidewalk and paving construction that are part of the landscape improvements shall be in compliance with all on-site paving and meet design and construction requirements of the Americans with Disabilities act (ADA)*
12. *Prior to acceptance of any backflow device, each device shall be tested by a state certified tester and the results provided to the city*
13. *Utility boxes, meters and vaults shall be located in the R.O.W. and will not be permitted in any street median.*
14. *'As - Built' drawings, certified by the developer's landscape architect, shall be submitted and approved prior to issuance of a building 'Certificate of Occupancy'.*

All plans for Commercial or Residential development shall have the following shown on the cover sheet.

15. *Landscape areas that will be maintained by city parks department shall be clearly identified on these plans and are subject to the following requirements.*
    a. *The developer shall maintain and warranty all planted areas including irrigation systems for a period of two years beginning immediately after the city issues the notification of approval for the project.*
    b. *During the maintenance and warranty period, the developer shall be responsible for maintaining adequate protection to all areas. Any damaged plantings and or irrigation systems shall be immediately repaired or replaced at the developer's expense.*
    c. *Maintenance shall include continuous operations of mowing, rolling, fertilizing, spraying, insect and pest control, re-seeding, replacement, and all other measures necessary to assure good normal growth.*
    d. *When the turf has established sufficient root structure and an approximate height of 3 inches, mowing shall begin immediately and reduce in safe increments to a height of 2 inches and shall be maintained thereafter at the height of 2 inches.*
    e. *At the termination of the maintenance and warranty period, all turf areas shall be live, healthy, undamaged, and free of infestations. All areas shall be completely void of barren spots larger than 3 inches by 3 inches.*
    f. *If all plantings are not acceptable at the end of the two year period, the maintenance and warranty period shall continue until all unacceptable plantings are replaced or repaired and the landscaping meets city approval.*
    g. *Areas may include retention basins, parks, rights - of - way, and street center median landscaping.*

GENERAL NOTES FOR CONSTRUCTION

A. All construction shall conform to the City EDS&PM, City Standard Details, and current MAG Uniform Standard Specifications and Details for Public Works Construction.
B. This set of plans has been reviewed for compliance with City requirements prior to issuance of construction permits. However, such review shall not prevent the city from requiring correction of errors in plans found to be in volition of any law or ordinance.
C. The City does not warrant any qualities shown on plan.
D. The City approval is for general layout in the right-of-way only. This approval is valid for a period of (1) one year. Construction permits shall be obtained during this period or the plans shall be resubmitted for review and approval.
E. An approved set of plans shall be available on the job site at any time.
F. The City shall be notified (48) fourty-eight hours prior to any construction work and inspections (623)-882-7979. Construction work concealed without inspection from the city shall be subject to exposure at the contractors expense.
G. Right-of-way improvements shall not be accepted until 'As-Builts' plans have been submitted and approved by the City. (see As-Built' requirements).
H. The developer is responsible for arranging the relocation and associated costs of all utilities. A utility relocation schedule shall be submitted prior to the issuance of permits.
I. The developer is responsible for arranging the relocation and associated cost of all utilities. A utility relocation schedule shall be submitted prior to the issuance of permits.
J. The developer is responsible for obtaining or dedicating all required rights-of -way and easements to the City prior to issuance or permits.
K. The contractor shall contact BLUE STAKE (602-263-1100) at least (48) forty-eight hours prior to construction.
L. The contractor shall barricade construction sites at all times per the City of Goodyear Traffic Barricade Manual. When required by the City, a traffic control plan shall be submitted for approval in advance of construction.
M. The contractor must request a meter for filling and testing a new water lines from their assigned Engineering Inspector. This metere should be ordered 2 working days prior to the start of construction. Potable water is not available for any other construction use, The unlawful removal of water from fire hydrant or any other source is a violation of the municipal code, punishable by fine and / or imprisonment.
N. Prior to moving or destroying protected native plant species, the contractor shall file a formal Notice of Intent with the Arizona Department of Agriculture (602-542-6408).
0. The Contractor shall comply with the Environmental Protection Agency National Pollution Discharge Elimination System (NPDES) Storm water requirements established for construction sites.
P. The contractor shall prvide dust control to the satisfaction of City Engineer. The contractor shall obtain a Dust Control Permit from the Maricopa County Air Quality Department.
Q. Private on-site water and sewer lines shall be constructed in accordance with the Uniform Plumbing Code, N.F.P.A. and the Uniform Fire Code as adopted by the City.



LANDSCAPE LEGEND

- CERCIDIUM 'HYBRID' DESERT MUSEUM PALO VERDE 2" CALIP., 6.5'T, 4.5'W
- ACACIA ANEURA MULGA (SRP/APS APPROVED) 2" CALIP., 5.5'T,4'W
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- DASYLIRION WHEELERII DESERT SPOON 5 GALLON
- ROSEMARINUS PROSTRATA ROSEMARY 5 GALLON
- LANTANA MONTEVIDENSIS 'GOLD MOUND' 5 GALLON
- AGAVE WEBBERII WEBBER'S AGAVE 5 GALLON (65)
- 3'x3'x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH

1/2" SIZED MADISON GOLD DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE DATA:

NET SITE AREA:	70,483 SQ.FT.
LANDSCAPE AREA:	15,435 SQ.FT.
PERCENT LANDSCAPE:	22%
LANDSCAPE COVERAGE:	53% LIVING VEGETATION

GENERAL NOTES

1. INSTALL AN ISOLATION BALL VALVE TO ALL CONTROL VALVES.
2. 0 L.F. ESTIMATED FOOTAGE OF CONCRETE SIDEWALK, ALL SIDEWALK TO BE CONSTRUCTED FROM CIVIL PLANS.
3. ALL SIDEWALKS SHALL BE CONSTRUCTED PER MAG (CONSTRUCTION CALL OUT).
4. PROPERTY LANDSCAPE TO BE MAINTAINED BY OWNER INCLUDING RIGHT-OF-WAY.
5. MAINTAIN A MINIMUM OF 7' LANDSCAPE CLEARANCE FROM FIRE EQUIPMENT.
6. 0 .L.F. OF MAINLINE TRENCHING WITHIN THE RIGHT-OF-WAY OR LANDSCAPE TRACTS.
7. ANY TREE RELOCATION IN THE RIGHT-OF-WAY IS TO BE COORDINATED THROUGH THE CITY LANDSCAPE INSPECTOR.
8. LITCHFIELD PARK SERVICE CO. TO PROVIDE WATER FOR LANDSCAPE WATERING PURPOSES.
9. IRRIGATION EQUIPMENT NOT SHOWN IN THE LANDSCAPE AREAS. L.C. IS TO PLACE ALL EQUIPMENT IN THE LANDSCAPE PLANTING AREAS.
10. IRRIGATION SYSTEM IS DESIGNED FOR POTABLE WATER.
11. SEE THE IRRIGATION PLANS FOR WATER SOURCE / CONNECTION POINT.
12. PRIOR TO ACCEPTANCE OF REDUCED PRESSURE DEVISE IT SHALL BE TESTED BY A CERTIFIED TESTER.

MAINTENANCE NOTES

1. ALL PLANT MATERIAL SHALL BE PRUNED 4 TIMES PER YEAR (3 TIMES DURING ACTIVE GROWTH SEASON AND 1 TIME DURING DORMANCY).
2. ALL HEDGE MATERIAL MAY BE PRUNED WITH SHEARS: ALL OTHER PLANT MATERIAL SHALL BE HAND PRUNED TO MAINTAIN A NATURAL APPEARANCE WITH ALL CUTS BEING MADE WITHIN THE CROWN OF THE PLANT TO MINIMIZE VISUAL CUTS. ALL TREES, SHRUBS AND VINES HAVE CORRECTIVE PRUNING PERFORMED DURING THE DORMANT SEASON.
3. ALL PLANT MATERIAL SHALL BE CARED FROM UNDER AN IPM (INTEGRATED PEST MANAGEMENT) PROGRAM. ALL PESTICIDES SHALL BE MADE DURING SITE AND REGION SPECIFIC TIME FRAMES THAT WILL MAXIMIZE THE EFFECTS OF THE CHEMICAL TO CONTROL ANY PESTS OR PATHOGENS AND THAT WILL MAXIMIZE THE CONCEPT OF IPM.

AS-BUILT NOTES

1. AS-BUILT PLANS SHALL BE SUBMITTED AS BLACK LINE DRAWINGS FOR REVIEW (24"X36" MAX. 4 MIL THICK), UPON APPROVAL A MYLAR COPY OF THE PLANS SHALL BE SUBMITTED FOR SIGNATURE.
2. AS-BUILT PLANS SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT WITH THE "AS-BUILT CERTIFICATION" APPROVAL BLOCK.

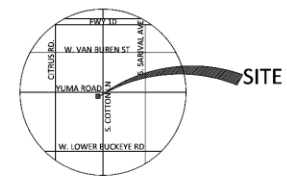
"AS-BUILT CERTIFICATION"

I certify that the "AS-BUILT" information shown heron was obtained under my direct supervision and is correct and complete to the best of my knowledge and belief.

NAME _____
REGISTRATION NO._____ DATE _____
REVIEWED BY:_____
FIELD ENGINEERING

FIRE DEPARTMENT NOTE:

A SEVEN (7) FT. CLEAR SPACE IS REQUIRED AROUND ALL FIRE HYDRANTS FROM LANDSCAPE MATERIALS THAT EXCEED SIX (6) INCHES IN HEIGHT WHEN MATURE.



VICINITY MAP
SCALE: NTS

NORTH

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10450 N. 74th Street , Suite 120
Scottsdale, Arizona 85258
P.(602)265-0320
EMAIL: timmcqueen@lmia.net

T. J. McQUEEN & ASSOC., INC. LANDSCAPE ARCHITECTURE / CIVIL / ALL RIGHTS RESERVED. ITS COMMON LAW COPYRIGHT & OTHER PROPERTY RIGHTS IN THESE PLANS. THESE IDEAS AND ART TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING INC. EXPRESSED WRITTEN PERMISSION & FORMART FROM T.J.M.A.

TIMOTHY A. McQUEEN 27166 REGISTERED LANDSCAPE ARCHITECT ARIZONA U.S.A. 08/25/22
EXPIRES 06/30/24

LANDSCAPE PLAN
SCALE: 1" = 30'
0' 15' 30' 60'

COTTON FLOWER MARKETPLACE - LOT 5

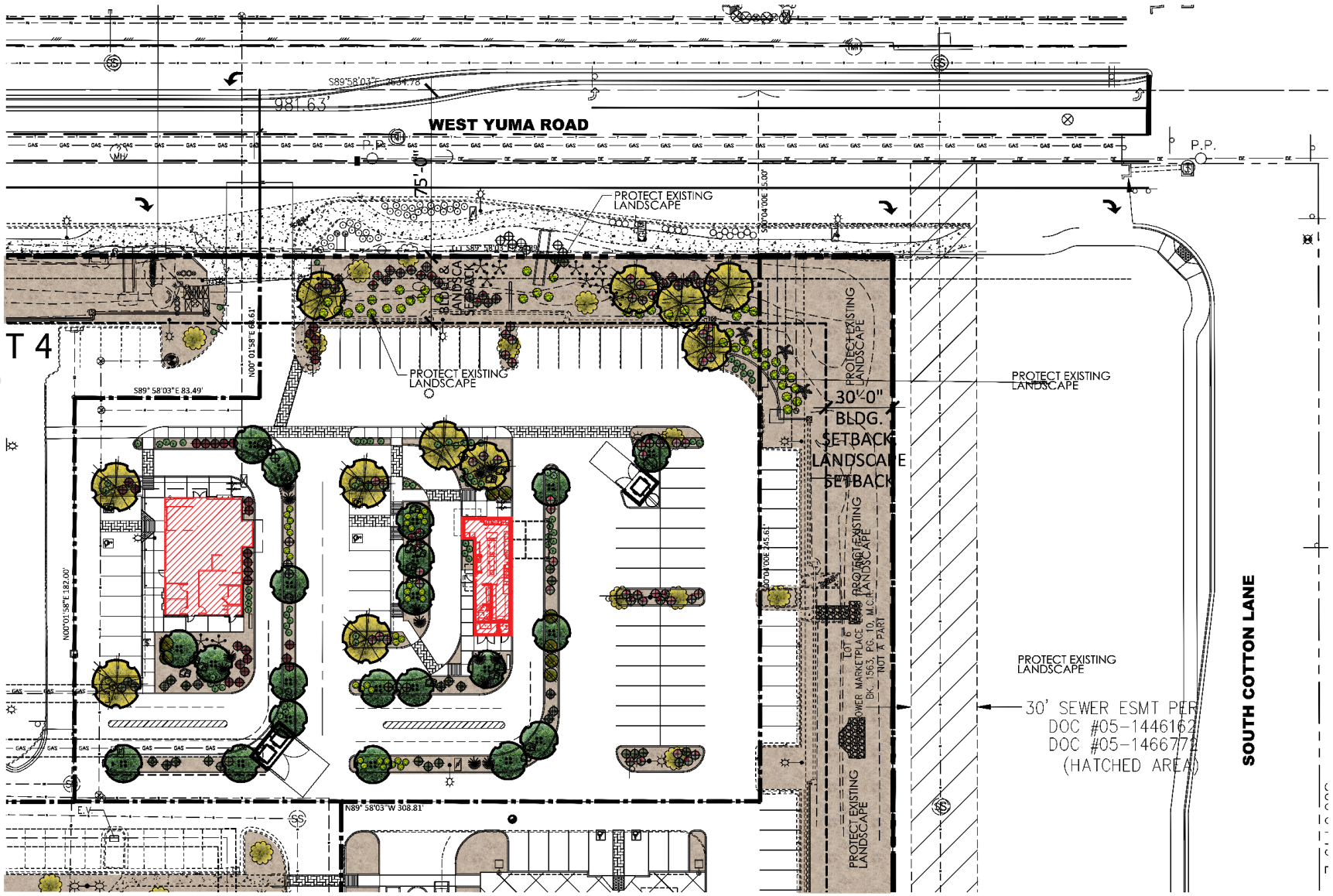
SWC COTTON LANE AND YUMA ROAD
GOODYEAR, AZ 85338
08-25-2022

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LOT 5
La.01
RKAA 21357.00

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

RKAA ARCHITECTS, INC



LANDSCAPE LEGEND

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FIRE DEPARTMENT NOTE:

A SEVEN (7) FT. CLEAR SPACE IS REQUIRED AROUND ALL FIRE HYDRANTS

Greenlight
Traffic Engineering

June 13, 2022

Mr. Shawn Grant
Pre-Construction Manager
And Go Concepts, LLC
625 S 27th Ave, Suite 140
Phoenix, AZ 85009

Re: Salad & Go Cotton Ln/Yuma Rd | Traffic Impact Statement
SWC Cotton Ln/Yuma Rd, Goodyear, AZ
APN 502-43-002H

1 INTRODUCTION

This Traffic Impact Statement (TIS) that was prepared for the proposed development of Salad & Go in Goodyear, Arizona (Project). The Project will include the development of a 1.62-acre parcel with fast food and coffee shop use, as shown in the site plan (Attachment A).

The Project is located on the southwest corner of Cotton Lane and Yuma Road within the City of Goodyear, Arizona. The Project has frontage along Cotton Lane and along Yuma Road, which is owned and maintained by the City of Goodyear (City). A TIS has been completed to satisfy the City's planning-level technical report requirements. This TS is prepared for the Salad and Go and does not include the coffee-shop being constructed on the same parcel.

This TIS has been prepared in accordance with Section 4.1.9 in the City's Engineering Design Standards & Policies Manual (2017) and per the Maricopa County Department of Transportation (MCDOT) Traffic Impact Study Manual (May 2017) for approval by the City's Engineering & Development Services Department.

The purpose of this study was to document existing conditions, as well as calculate anticipated site-generated trips associated with the Project construction.

The Project is forecast to generate 36 AM peak hour trips, 26 PM peak hour trips and 373 average daily trips (ADT) based on the Institute of Transportation Engineers (ITE) Land Use 934 "Fast-Food Restaurant with Drive-Through Window".

2 PROJECT BACKGROUND

The Project is located on the southwest corner of Cotton Lane and Yuma Road within the City of Goodyear, Arizona, as shown in the Figure 1.

The Project site is currently an empty graded lot. The lot is located on a plot of land that is being developed for retail, restaurant, and other similar land uses. An existing fitness center is located southwest of the Project site and a restaurant is located south of the Project site. Other empty graded lots are available on the west and south sides of the plot. The plot has parking available for all existing and future land uses. Cotton Lane is east of the site and Yuma Road north of the project site.

Figure 1: Project Site Location



3 EXISTING ROADWAY CONDITIONS

3.1 Roadways

Cotton Lane is a two-lane, north-south roadway with one vehicle lane in each direction. The cross section includes pavement, with curb, gutter, and sidewalk on the east side of the roadway and a gravel shoulder on the west side of the roadway. Adjacent to the Project site, Cotton Lane has southbound right-turn lanes at two of the driveways and a northbound left-turn lane at one of the driveways into the Project site. A raised median extends from Yuma Road to the south for 420 feet. The posted speed limit on Cotton Lane is 45 miles per hour (mph) near the Project site. Cotton Lane is classified as a major roadway and as a proposed freeway on the City of Goodyear Transportation Master Plan, June 2014 (Figure 3-9). Cotton Lane is classified as an urban principal arterial based on the ADOT Statewide Federal Functional System Online Map.

Yuma Road is a two-lane, east-west roadway with one vehicle lane in each direction. The cross section includes pavement, with curb, gutter and sidewalk on the south side of the roadway and a paved shoulder on the north side of the roadway. Adjacent to the Project site, Yuma Road has eastbound right-turn lanes at two of the driveways and a westbound left-turn lane at one of the driveways into the Project site. The posted speed limit on Yuma Road is 45 mph. Yuma Road is classified as a scenic arterial on the City of Goodyear Transportation Master Plan, June 2014 (Figure 3-9). Yuma Road is classified as an urban minor arterial based on the ADOT Statewide Federal Functional System Online Map.

4 PROPOSED SITE CONDITIONS

4.1 Site Access, Circulation, and Parking

The Project consists of a 1.62-acre parcel with fast food and coffee shop use. The layout of the proposed building, existing buildings and parking are shown on the Site Plan in Attachment A. The expected Project opening year is 2023.

Site access is provided at 4 existing driveways:

- Cotton Lane:
  - Approximately 1,000 feet south of Yuma Road with right in/right out access. Eastbound left turns are not permitted at the driveway onto Cotton Lane, as restricted by an R3-2 "No Left Turn" sign. Northbound left turns from Cotton Lane are not permitted, as two double yellow stripes extend across the width of the driveway.
  - Approximately 450 feet south of Yuma Road with ¾ access. Eastbound left-turns onto Cotton Lane are restricted at this driveway by the raised median. Left turns and right turns are permitted into the site at this driveway.
- Yuma Road:
  - Approximately 750 feet west of Cotton Lane with full access.
  - Approximately 450 feet west of Cotton Lane with right in/right out access. Northbound left turns are not permitted at this driveway as indicated by an R3-2 "No Left Turn" sign. Westbound left turns from Yuma Road are not permitted, as two double yellow stripes extend across the width of the driveway.

The drive-through will circulate in a counterclockwise direction along the south, and east sides of the Project and will be fed from the drive aisle south of the Project. Vehicles will enter the drive-through lanes near the south side of the site and proceed to the east of the building in a counterclockwise motion. The dual drive-through lanes continue along the south side of the building and merge into single drive through before the single service window. The mobile express pickup drive-through lane is located on the west side of the building.

The site plan shows 62 total vehicle parking spaces, including four accessible parking spaces, and four total bicycle parking spaces that will be utilized by the proposed fast food and coffee shop development.

4.2 Trip Generation

The Project consists of 798 square feet (SF) of Fast-Food Restaurant with Drive-through Window. Based on calculations using rates in the ITE Trip Generation Manual, 11th Edition, the Project is forecast to generate 36 AM peak hour trips, 26 PM peak hour trips and 373 ADT. These are the estimated new trips expected to be added to the roadway network. Calculated trip values are shown in Table 1. The complete Project trip generation sheet is shown in Attachment B.

Table 1: Project Trip Generation

Land Use	ITE Code[1]	Size	Unit	AM Peak Hour			PM Peak Hour			Daily Volume
				In	Out	Total	In	Out	Total	
Fast-Food Restaurant with Drive-Through Window	934	0.798	KSF GLA[2]	18	18	36	13	13	26	373
Total New External Trips				**18**	**18**	**36**	**13**	**13**	**26**	**373**

1. *Land Use Code (LUC), per ITE Trip Generation Manual, 11th Edition.*
2. *KSF GLA = 1,000 square feet of gross leasable area*

5 QUEUING DATA COLLECTION AND ANALYSIS

The Project will include a single-window drive-through with dual lanes that merge into one lane with a queue storage length of approximately 250 feet. The Project will also include a mobile express pick-up lane.

Queuing data was obtained from two existing Salad and Go's by All Traffic Data (ATD) on Friday, October 22, 2021. Queuing data was collected at 2-minute intervals for the following locations and peak times:

- 1902 W Northern Avenue, Phoenix, AZ, Friday from 10 AM to 1 PM
- 3337 W Peoria Avenue, Phoenix, AZ, 6 PM to 9 PM

These two locations do not have a mobile express pick-up lane. Observed queuing data is provided in Attachment B.

Queuing data was also obtained from a previous drive-through queuing analysis completed for a Traffic Impact Statement for Scottsdale Towne Square Salad and Go, October 2020 (Southwest Traffic Engineering). The study collected data for Paradise Valley Mall Salad and Go, which has a mobile express pickup lane. The queuing data was collected at 5-minute intervals for 24 hours on Tuesday, September 15, 2020, and Wednesday, September 16, 2020. The queueing data for this study is provided in Attachment C.

The maximum queue observed during the data collection was 11 vehicles for the Phoenix locations and 10 vehicles for the Scottsdale location. With the assumption of 22 feet of queuing space per vehicle, the maximum vehicle queue storage needed for 11 vehicles would be 242 feet. With a proposed queuing length of 250 feet, the Project's proposed drive through queue storage is not expected to contain the maximum queue length without any overflow into the adjacent drive aisle. In the event of larger queues, any spillback will be maintained within the site drive aisles.

The maximum queue data observed in the mobile express pickup lane at the Paradise Valley Mall Salad & Go was 4 vehicles. However, this 4-vehicle queue and even a 3-vehicle queue was observed for only one 5-minute interval over the two days of data collection. The proposed queuing length for the Project mobile express pickup lane is approximately 80 feet. This length can accommodate 3 vehicles within the lane, assuming 22 feet of queuing space per vehicle. Since the queueing data shows largely 0 or 1 vehicles in the mobile express pickup lane, the Project's proposed mobile express pickup lane storage is expected to contain the queue length needed most of the time. If any overflow occurs within the adjacent drive aisle, it will be rare and short-lived.

6 CONCLUSIONS

The following conclusions are made based on the findings of the Project TS:

1. The Project is expected to generate approximately 36 AM peak hour trips, 26 PM peak hour trips and 373 average daily trips.
2. The Project is not expected to have a significant impact to the surrounding roadway infrastructure.
3. Queuing data collected at 3 comparable Salad and Go with drive through sites shows that the observed maximum queue is 11 vehicles for a drive-through queue storage need of 242 feet. The Project's proposed drive-through queue storage of 250 feet is expected to contain the maximum queue length without any overflow into the adjacent drive aisle.
4. The Project's proposed mobile express pickup lane storage of 80 feet is expected to contain the queue length with minimal if any overflow.

7 RECOMMENDATIONS

In summary, the proposed Project is expected to have minimal impacts on the adjacent roadway network. The following recommendations were developed based on the findings of the Project TS:

1. Design and construction of the proposed Project improvements should conform to City of Goodyear design standards, as applicable.

Sincerely,
Greenlight Traffic Engineering, LLC

Scott Kelley, PE, PTOE
Principal/Project Manager
scottk@greenlightte.com
(602) 499-1339



Attachments:

A – Salad & Go Site Plan
B – Trip Generation
C – Existing Salad and Go Drive Through Queuing Data
- Phoenix Locations Queuing Data
- Paradise Valley Mall Location Queuing Data

D – Submittal 1 Comments and Responses

17171 W. YUMA ROAD

GOODYEAR, AZ 85338

NEIGHBORHOOD MEETING

RKAA ARCHITECTS, INC



Roll-Em-Up Taquitos Restaurant with a drive-through

Use Permit

Location

W MCDOWELL ROAD

- Use Permit for drive-thru restaurant
- Planned Area Development (PAD) zoning/ Commercial
- Approximately 1.3 acre site



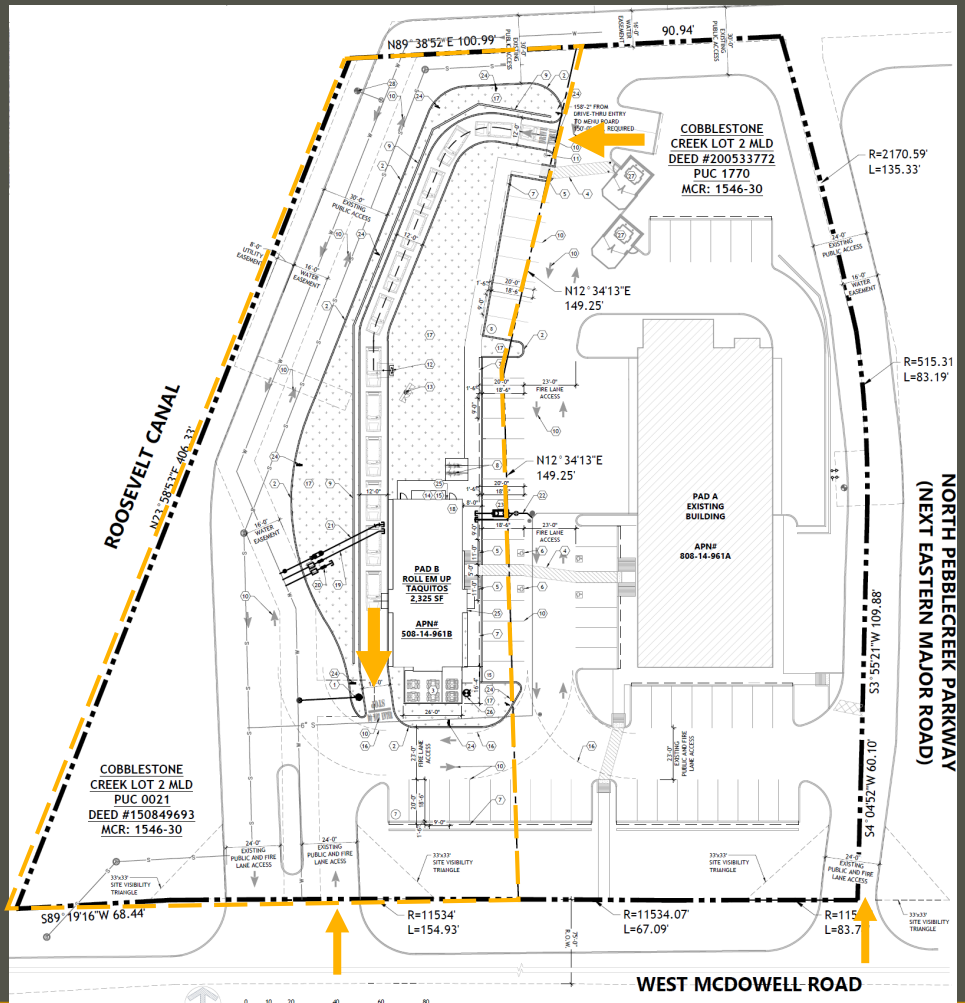
Location

COBBLESTONE CREEK CENTER

- Within the Cobblestone Creek Center
  - East of Palm Valley Phase 8
  - South of Firestone
  - West of AAA and Walgreens



Site Plan


N89°38'52"E 100.99'
90.94'
COBBLESTONE
CREEK LOT 2 MLD
DEED #200533772
PUC 1770
MCR: 1546-30
R=2170.59'
L=135.33'
N12°34'13"E
149.25'
R=515.31
L=83.19'
ROOSEVELT CANAL
N23°58'37"E 406.33'
PAD A
EXISTING
BUILDING
APN#
808-14-961A
PAD B
ROLL EM UP
TAQUITOS
2,325 SF
APN#
508-14-961B
NORTH PEBBLECREEK PARKWAY
(NEXT EASTERN MAJOR ROAD)
S3°55'21"W 109.88'
S4°04'52"W 60.10'
COBBLESTONE
CREEK LOT 2 MLD
PUC 0021
DEED #150849693
MCR: 1546-30
S89°19'16"W 68.44'
R=11534'
L=154.93'
R=11534.07'
L=67.09'
WEST MCDOWELL ROAD

Elevations



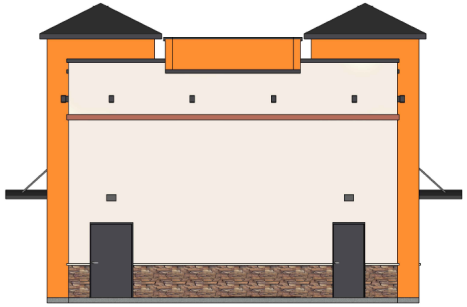
1 **PATIO/SIDE ENTRY ELEVATION (SOUTH)**
1/4"=1'-0"



2 **FRONT ENTRY ELEVATION (EAST)**
1/4"=1'-0"



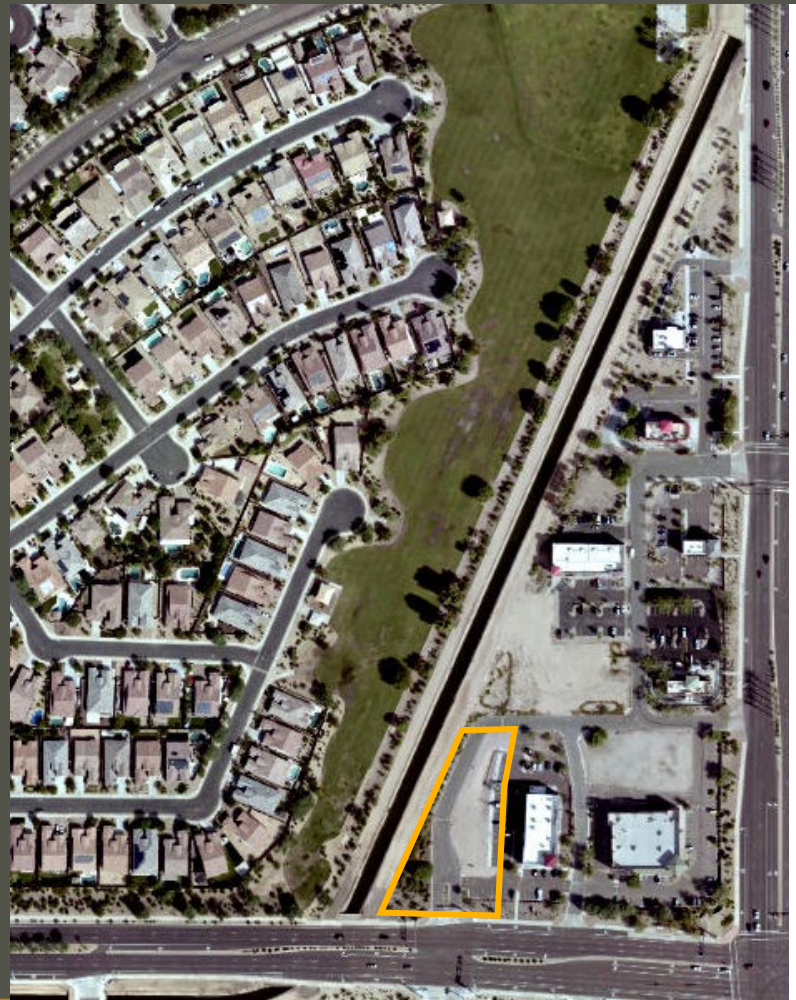
3 **DRIVE THRU ELEVATION (WEST)**

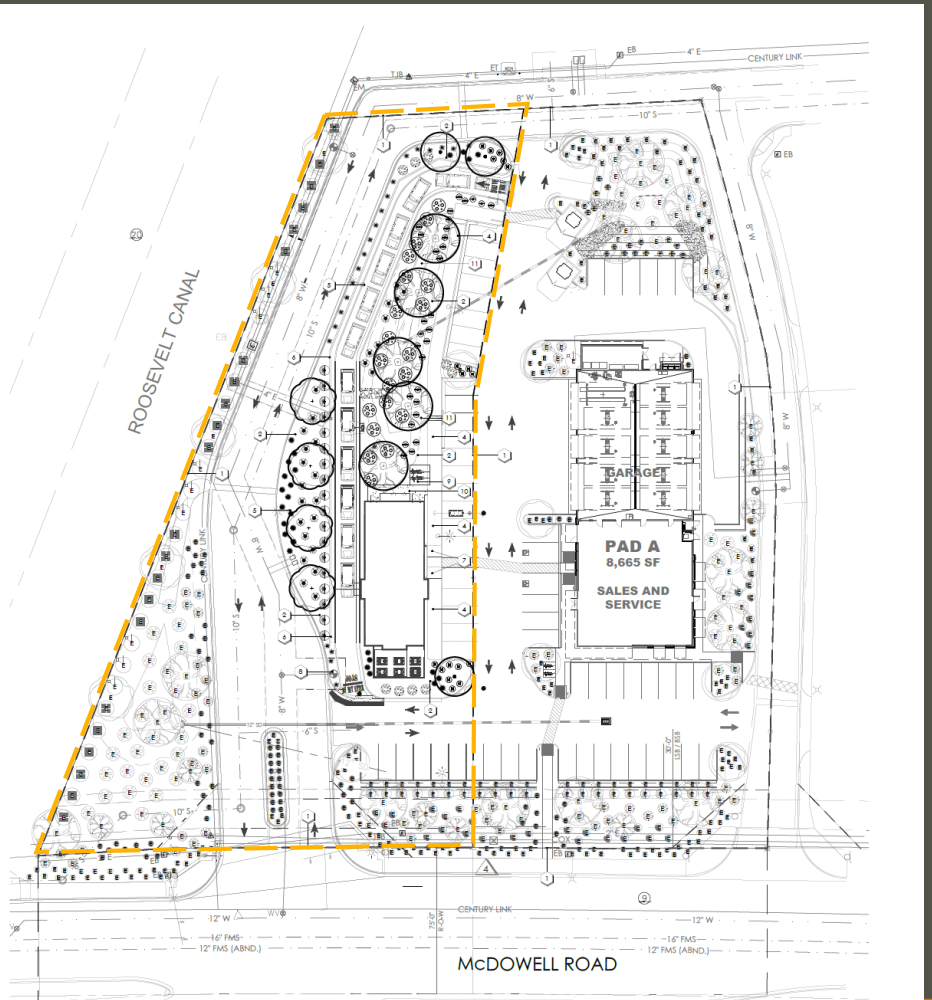


4 **REAR ELEVATION (NORTH)**

EWF-1	EWF-2, EWF-5	EWF-3, EP-1	EWF-4	EM-1, EM-2, EWS-1, EWS-2, EP-2
WAINSCOT EL DORADO STONE RUSTIC LEDGE SEQUOIA	CAST STONE, CEMENT STUCCO SHERWIN WILLIAMS SAND DOLLAR 6099	CEMENT STUCCO, PAINTED GRAPHICS BENJAMIN MOORE ORANGE BURST 2015-20	CEMENT STUCCO, ACCENT BAND BENJAMIN MOORE GIANT SEQUOIA 2094-30	STANDING SEAM METAL ROOF, METAL CAP FLASHING, EXTERIOR WINDOW SYSTEMS, CANOPIES BENJAMIN MOORE BLACK IRON 2120-20

Landscape Plan





Use Permit evaluation criteria

ZONING ORDINANCE SECTION 1-3-2

1. The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare
2. The proposed use is reasonably compatible with uses permitted in the surrounding area

Convenience Use evaluation criteria

ZONING ORDINANCE SECTION 4-2-2

1. Adequacy of the parcel size and configuration to provide for proper access and internal circulation
2. Compatibility of proposed hours of operation with adjacent residential areas
3. Required traffic and access mitigation measures
4. Other concerns which may place the advisability of the proposed convenience use in question

Roll-Em-Up Taquitos - Use Permit

PUBLIC PARTICIPATION

- Citizen Review and Public Hearing processes were followed
  - Notices were mailed to surrounding property owners
  - Sign was posted on the property
  - Legal advertisement was published in the newspaper
- Neighborhood meeting held on September 15, 2022
  - No resident attendance
- No public opposition to date

Recommendation

APPROVAL SUBJECT TO STAFF STIPULATIONS

- Application complies with city requirements
- The Planning and Zoning Commission recommended approval (5-0) on 10/12/2022


CITY OF
Goodyear

ITEM #: 14.
DATE: 10/24/2022
AI #:1104

CITY COUNCIL ACTION REPORT

SUBJECT: PLANNED AREA DEVELOPMENT AMENDMENT FOR THE 2ND RESTATED AND AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE - SOUTH

STAFF PRESENTER(S): Guadalupe Ortiz Cortez, Planner

SUMMARY

A Planned Area Development (PAD) Amendment to add approximately 16 acres at the southwest corner of S. Bullard Avenue & W. Lower Buckeye Parkway to the existing 268.5-acre Ballpark Village & Ballpark Village - South PAD on the east side of Estrella Parkway and south of Yuma Road, and to rezone the approximately 16 acres to the existing PAD underlying RES/MXD zoning designation.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2273, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2022-1559 RELATED TO THE REZONING OF BALLPARK VILLAGE & BALLPARK VILLAGE – SOUTH".

2. ADOPT ORDINANCE NO. 2022-1559, CONDITIONALLY REZONING APPROXIMATELY 284.5 GROSS ACRES LOCATED ON THE EAST SIDE OF ESTRELLA PARKWAY TO ADD APPROXIMATELY 16 ACRES TO THE EXISTING 268.5-ACRE 2nd RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT (PAD) FOR BALLPARK VILLAGE & BALLPARK VILLAGE - SOUTH; TO REZONE THE APPROXIMATELY 16 ACRES TO THE EXISTING PAD UNDERLYING RES/MXD ZONING DESIGNATION; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. (Guadalupe Ortiz Cortez, Planner)

STIPULATIONS

Stipulations included in Ordinance No. 2022-1559.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

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

In December of 2014, Communities Southwest (CSW) purchased all non-City owned property within the PAD, and, in May of 2017, City Council rezoned the property by adopting Ordinance No. 17-1347 approving the Ballpark Village & Ballpark Village – South Restated & Amended Final PAD dated April 28, 2017. The amended PAD changed the approved land use for a portion of the property within Ballpark Village – South from business/office park to a combination of single and multi-family residential uses with a range of densities. The amended PAD also included development standards and design and guideline. CSW subsequently sold the private property located within Ballpark Village – South (the portion of the property located south of Lower Buckeye Parkway).

In March of 2021, El Dorado Ballpark Village LLC, which purchased approximately 43 acres located within Ballpark Village – South, processed a PAD Amendment to modify the multi-family density ranges and maximum building heights in Ballpark Village – South. The PAD amendment was approved by the City Council on March 1, 2021, with the adoption of Ordinance No. 2021-1494.

In July of 2021, after obtaining permission of the property owner, staff initiated a rezoning to amend the Ballpark Village & Ballpark Village – South PAD to incorporate an additional 14 acres of property. This 14-acre parcel separated the property in the PAD north of Lower Buckeye Parkway from the property in the PAD south of Lower Buckeye Parkway. Approximately six (6) of the 14 acres was designated C-2 (General Commercial) and approximately eight (8) of the 14 acres was designated as I-1 (Light Industrial in the City Center Airpark Final PAD. Given its location, staff believed the development of the 14 acres as industrial was not compatible with the Ballpark Village and Ballpark Village – South PAD and that it was more appropriately zoned for uses consistent with the Ballpark Village & Ballpark Village – South PAD.

The Ballpark Village and Ballpark Village – South PAD was amended to incorporate the 14-acre parcel and to designate it as the RES/MX (Residential/Mixed Use) zoning designation, which is a zoning designation that previously only applied to a portion of the property within Ballpark Village (the portion of the Property located north of Lower Buckeye Parkway), to modify definitions and eliminate inconsistences in the PAD. The PAD Amendment was approved by the City Council on July 19, 2021, with the adoption of Ordinance No. 2021-1513.

The Planning and Zoning Commission considered this item at their regular meeting on October 12, 2022. The Commission unanimously voted to forward a recommendation of approval to the City Council (5-0 vote).

STAFF ANALYSIS

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

Details of the Staff-initiated Amendment:
The proposed rezoning would incorporate approximately 16 acres of Property that is adjacent to property within the Ballpark Village and Ballpark Village South PAD to allow it to be developed under the RES/MXD land use category. The RES/MXD land use category allows for attached single family, multi-family dwellings, residential mixed-uses live/work units, row homes, townhomes, and similar residential uses that meet the intent of the PAD zoning. The RES/MXD category does not have a density maximum and the building height maximum is 72 feet.
Staff initiated this rezoning for reasons similar to the rezoning in 2021 in which an adjacent 14-acre parcel was incorporated into the Ballpark Village and Ballpark Village South PAD. The 16-acre parcel being incorporated into the PAD is currently zoned I-1 Light Industrial under the City Center Airpark PAD. It is bordered on the west and south by property within the Ballpark Village and Ballpark Village on the north by property that was recently rezoned from I-1 Light Industrial to allow for a residential development and on the east by the Bullard Wash. Because the property adjacent to the Property is zoned for residential developments, staff believed that the 16 acres was more appropriately zoned for uses consistent with the Ballpark Village & Ballpark Village – South PAD. Accordingly, staff sought and received approval from Goodyear Airpark Industries Development, LLC to rezone the 16 acres. After receiving owner's approval, staff initiated this rezoning request.
The purpose of the proposed rezoning is to include the 16 acres located at the southwest corner of Bullard Avenue and Lower Buckeye Parkway into the Ballpark Village & Ballpark Village – South PAD and allow it to be developed under the existing RES/MXD land use category. The RES/MXD land use category allows for attached single family, multi-family dwellings, residential mixed-uses live/work units, row homes, townhomes, and similar residential uses that meet the intent of the PAD zoning. The RES/MXD category does not have a density maximum and the building height maximum is 72 feet.

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

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

2. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.
The Property is currently undeveloped and with no special natural features. This proposed PAD amendment is consistent with the current suitability of the subject property's physical and natural features for the permitted uses in the PAD.

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

Uses and development surrounding the subject property include:
· North – Fulton Homes at Ballpark Village, zoned PAD with underlying residential zoning
· South – Goodyear Ballpark, zoned Public Facilities District within the Ballpark Village and Ballpark Village – South PAD
· East – Phoenix-Goodyear Airport, zoned Agricultural
· West – Undeveloped property zoned RES/MXD within the Ballpark Village and Ballpark Village – South PAD
Because the property immediately adjacent to the Property is zoned for residential development the proposed RES/MXD zoning is compatible with surrounding uses.

4. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under the current zoning.
This proposed PAD amendment is consistent with the current land uses within the immediate area, and this PAD amendment does not change the current permitted uses within the PAD. Staff believes the proposed RES/MXD zoning is more suitable for the surrounding residential and Ballpark uses than the current industrial zoning.

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 Property will be rezoned from the City Center Airpark PAD with underlying I-1, Light Industrial, zoning to RES/MXD, Residential/ Mixed-Use within the Ballpark Village and Ballpark Village – South PAD.
This PAD amendment does not change the current permitted uses within the PAD.

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

Fire Response:
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
#184	3.75	1.87	5.05	2.53	#181	4.06	2.03	5.37	2.68

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

Streets/Transportation:
This PAD amendment does not change the existing, approved, or planned PAD access points on Wood Boulevard, Lower Buckeye Parkway, or Bullard Avenue. The final location of all access points will be determined during plat and/or site plan review and approval.
The owner will be responsible for completing half-street improvements for W. Lower Buckeye Parkway, S. Bullard Avenue, and S. Wood Boulevard, and for making in-lieu payments for one third of the cost of a full traffic signal (three legs) at W. Lower Buckeye Parkway and S. Bullard Avenue and one fourth of the cost of a full traffic signal (four legs) at W Lower Buckeye and S. Wood Boulevard.

Water/Wastewater:

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

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.
This PAD amendment does not change the requirement that the extension of utility lines needed to serve the property will be the responsibility of the property owner and/or developer as part of the development process.

8. General public concerns.
Public Participation:
In accordance with the city's Citizen Review Process, an alternative notification process was used for this PAD amendment. A formal citizen review meeting was not held, but notice providing information on the staff-initiated amendment was mailed to the owners of property within 500 feet of the subject property and other stakeholders. Staff has not received public inquiries from the alternative citizen review notice.
Notice for the public hearings before the Planning and Zoning Commission and City Council on October 12, 2022 and October 24, 2022, respectively, included a postcard mailed to the owners of property within 500 feet of the subject property; a legal notice published in the Arizona Republic Southwest Edition on October 14, 2022; and notice of public hearings signs were posted on the subject property. Information on the staff-initiated amendment and these public hearings was also posted on the city's website. As a result of this notice, staff has received an email from a resident inquiring about the amendment, inquiring about the possibility multi-family developments on the subject property, and expressed concern with the urban-heat island effect in the area.

The Planning and Zoning Commission considered this item at their regular meeting on October 12, 2022. Upon conclusion of the staff presentation, Commissioners unanimously voted (5-0) to forward a recommendation of approval to the City Council. There was no public opposition to the item voiced at the hearing.

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

10. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the city and the general public.
This PAD amendment will not impact of the amendment on the general health, safety and welfare of the citizens of the city and the general public.

Recommendation
Pursuant to the evaluation of this proposed PAD Amendment, staff recommends approval of the conditional rezoning of the property by amending the existing PAD (Planned Area Development) as enacted by Ordinance No. 2022-1559, in accordance with that certain document titled 2 nd Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village - South dated August 2022, subject to the stipulations in draft Ordinance No. 2022-1559.

Attachments

Resolution No. 2022-2273
Exhibit A: Supplementary Zoning Map
Exhibit B: Legal Description
Exhibit C: Legal Description for Added Property
Exhibit D: Ballpark Village and Ballpark Village - South 2nd Restated and Amended Final PAD
Ordinance No. 2022-1559
Aerial Photo
Staff Presentation

RESOLUTION NO. 2022-2273

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2022-1559 RELATED TO THE REZONING OF BALLPARK VILLAGE & BALLPARK VILLAGE – SOUTH".

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. 22-15," 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 "Added Property," a copy of which is attached hereto as Exhibit C is hereby declared a public record.

That certain document titled "2nd Restated & Amended Final Planned Area Development for Ballpark Village and Ballpark Village – South dated August 2022", a copy of which is attached hereto as Exhibit D, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2022-1559.

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:

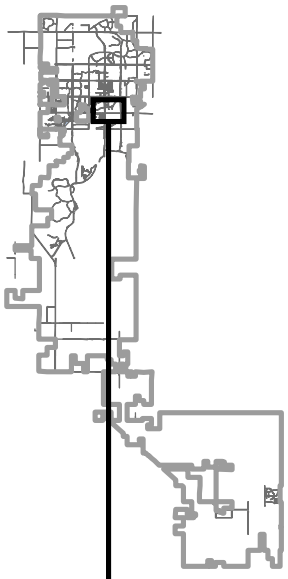
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-15

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 _____, 2022.

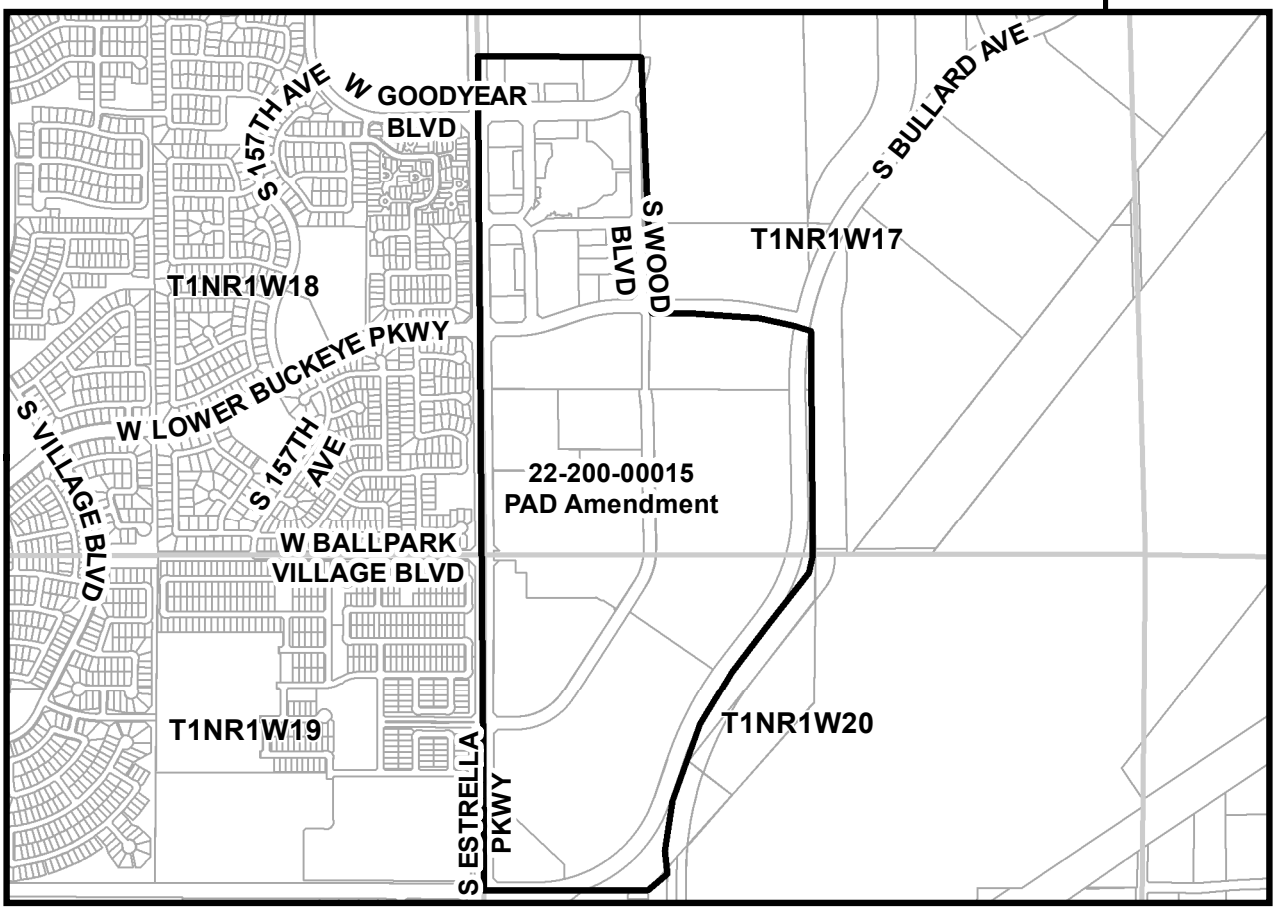


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of the Southwest Quarter Section 17, 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		DATE:
A	REZONE FROM PAD TO PAD Amendment 22-200-00015	Sept. 2022

EXHIBIT B
LEGAL DESCRIPTION

254.5-ACRE EXISTING PAD

PARCEL 1 (NORTH PARCEL)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(CONTINUED ON NEXT PAGE)

PARCEL 2 (SOUTH PARCEL)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14-ACRE ADDITION TO EXISTING PAD

The Northwest quarter of the Southwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona.

Except the West 75 feet; and

ALSO Except any portion lying North of the South right-of-way line of the Lower Buckeye Parkway as shown on the Lower Buckeye Parkway Map of Dedication recorded in Book 332 of Maps, Page 4, records of Maricopa County, Arizona; and

ALSO Except any portion conveyed to the City of Goodyear, Arizona in Right -Of-Way Dedication recorded in Document No. 2007-1113993, records of Maricopa County, Arizona, described as follows:

That portion of the Southwest quarter of said Section 17, described as follows:

Commencing at the Southwest corner of said Section 17, monumented by a brass cap in handhole, from which the West quarter corner of said Section 17, monumented by a brass cap in handhold, bears as a basis of bearings North 00 degrees 49 minutes 43 seconds West, a distance of 2651.36 feet;

Thence North 00 degrees 49 minutes 43 seconds West along the Westerly line of the Southwest quarter of said Section 17, a distance of 1305.10 feet;

Thence North 89 degrees 10 minutes 17 seconds East, a distance of 1265.94 feet to the TRUE POINT OF BEGINNING;

Thence North 00 degrees 06 minutes 07 seconds East, a distance of 589.90 feet;

Thence North 44 degrees 49 minutes 07 seconds West, a distance of 22.66 feet to a point lying on the Southerly right of way line of Lower Buckeye Parkway as shown on Map of Dedication recorded in Book 332 of Maps, Page 4, Maricopa County Records;

Thence South 89 degrees 44 minutes 22 seconds East along said Southerly right of way line, a distance of 92.00 feet;

Thence departing said right of way line South 45 degrees 10 minutes 53 seconds West, a distance of 22.60 feet;

Thence South 00 degrees 06 minutes 07 seconds West, a distance of 589.73 feet;

Thence North 89 degrees 53 minutes 49 seconds West, a distance of 60.00 feet to the POINT OF BEGINNING; and

ALSO Except any portion conveyed to the City of Goodyear, Arizona in Right -Of-Way Dedication recorded in Document No. 2008-278500, records of Maricopa County, Arizona, described as follows:

That portion of the North half of the Southwest quarter of said Section 17, described as follows:

Commencing at the brass cap in handhole marking the Southwest corner of said Section 17, from which the brass cap in handhold marking the West quarter corner of said Section 17 bears North 00 degrees 00 minutes 00 seconds West, a distance of 2651.18 feet;

Thence North 00 degrees 00 minutes 00 seconds West, along the West line of the Southwest quarter of Section 17, a distance of 1325.59 feet to the Southwest corner of the North half of the Southwest quarter of said Section 17;

Thence South 89 degrees 04 minutes 42 seconds East, along the South line thereof, a distance of 1326.11 feet to a point on the Easterly right-of-way line of South Wood Boulevard as recorded in Document No. 2007-1113993, Maricopa County Records;

Thence along said Easterly right-of-way line the following courses:

Thence North 00 degrees 55 minutes 18 seconds East, a distance of 320.91 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 00 degrees 55 minutes 18 seconds East, a distance of 268.83 feet;

Thence North 46 degrees 00 minutes 03 seconds East, a distance of 22.60 feet to a point on the Southerly right-of-way line of Lower Buckeye Parkway, recorded in Book 332 of Maps, Page 4, Maricopa County Records;

Thence South 88 degrees 55 minutes 11 seconds East, along said Southerly right-of-way line, a distance of 8.00 feet;

Thence South 46 degrees 00 minutes 03 seconds West departing said Southerly right-of-way line, a distance of 22.60 feet to a point on a line which is parallel with and 8.00 feet Easterly, as measured at right angle, from said Easterly right-of-way line of South Wood Boulevard;

Thence South 00 degrees 55 minutes 18 seconds West, along said parallel line, a distance of 148.81 feet;

Thence South 04 degrees 44 minutes 09 seconds West, departing said parallel line, a distance of 120.27 feet to the POINT OF BEGINNING.

Containing 13.98 acres.
Total acreage of Parcels 1, 2 and added 14 acres: 254.5 + 14 = 268.5 Acres

Exhibit C
Added Property

A Portion of the Southwest Quarter of Section 17, Township 1 North, Range 1 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 17, being marked by a 3" City of Goodyear brass cap in handhole, from which the Southwest corner of said section 17, being marked by a 3" City of Goodyear brass cap in handhole, bears South 0 degrees 49 minutes 43 seconds East, 2651.36 feet;

Thence along the West line of said Southwest Quarter, South 0 degrees 49 minutes 43 seconds East, 1325.68 feet to the Southwest corner of the North half of said Southwest quarter;

Thence along the South line of said North half, South 89 degrees 53 minutes 50 seconds East, 1326.10 feet to a point on the East right-of-way line of Wood Boulevard as described in Document No. 2007-1113993 and Document No. 2008-0278500 of Maricopa County Records;

Thence along said East right-of-way line, North 0 degrees 06 minutes 08 seconds East, 45.00 feet to the Point of Beginning;

Thence continuing along said East right-of-way line, North 0 degrees 06 minutes 08 seconds East, 275.77 feet;

Thence continuing along said East right-of-way line, North 3 degrees 54 minutes 59 seconds East, 120.26 feet;

Thence continuing along said East right-of-way line, North 0 degrees 06 minutes 08 seconds East, 148.67 feet;

Thence continuing along said East right-of-way line, North 45 degrees 10 minutes 53 seconds East, 22.60 feet to a point on the South right-of-way line of Lower Buckeye Parkway as described in Book 332, Page 4 and Book 963, Page 22 of Maricopa County Records;

Thence along said South right-of-way line, South 89 degrees 44 minutes 22 seconds East, 468.37 feet to the beginning of a curve, concave Southwest, having a radius of 1945.00 feet;

Thence continuing along said South right-of-way line, Southeasterly 383.38 feet along the arc of said curve to the right through a central angle of 11 degrees 17 minutes 37 seconds;

Thence continuing along said South right-of-way line, South 78 degrees 26 minutes 45 seconds East, 283.57 feet to a point on the West right-of-way line of Bullard Avenue as described in Book 963, Page 22 of Maricopa County Records and the beginning of a non-tangent curve, concave Easterly, from which the radius point bears South 79 degrees 46 minutes 20 seconds East a distance of 2515.00 feet;

Thence along said West right-of-way line, Southerly 476.13 feet along the arc of said curve to the left through a central angle of 10 degrees 50 minutes 49 seconds to a point on the North line of that parcel described in Document No. 2016-0079842 of Maricopa County Records;

Thence along said North line, on a non-tangent line North 88 degrees 14 minutes 49 seconds West, 86.73 feet;

Thence continuing along said North line, South 0 degrees 06 minutes 11 seconds West, 20.00 feet;

Thence continuing along said North line, North 88 degrees 14 minutes 49 seconds West, 945.82 feet;

thence continuing along said North line, North 89 degrees 53 minutes 50 seconds West, 80.00 feet to the Point of Beginning.

Exhibit D

2nd Restated and Amended Final Planned Area Development

for

Ballpark Village & Ballpark Village-South

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



Case No: 22-200-00015

August 2022

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2	Zoning Map (Ballpark Village & Ballpark Village-South)
3	Zoning Map (RES category)
4	Design Guidelines

RESTATED AND AMENDED FINAL PAD

I. INTRODUCTION

The Ballpark Village and Ballpark Village-South PAD zoning represents an innovative multi-use master plan that encompasses 284.46± gross acres (the "Site). "Ballpark Village" encompasses the portion of the Site located north of Lower Buckeye Parkway while "Ballpark Village-South" encompasses the portion of the Site located south of Lower Buckeye Parkway (***See Exhibit 1, Regional Aerial & Vicinity Map***).

PAD zoning for Ballpark Village and Ballpark Village South was first adopted when the Goodyear City Council adopted Ordinance No. 07-1037 adopting the Wood Corporate Campus and Ballpark Village Final Planned Area Development dated May 17, 2007, and the Wood Corporate Campus and Ballpark Village Design Guidelines dated May 17, 2007. Almost ten years later, the Goodyear City Council amended the PAD zoning when it adopted Ordinance No. 17-1347 adopting the Ballpark Village & Ballpark Village – South Restated & Amended Final PAD dated April 28, 2017 (the "2017 PAD"). The 2017 PAD amended the zoning to facilitate development opportunities that would support and complement the approximately 10,300 seat Goodyear Ballpark ("Ballpark") and the Cincinnati Reds and Cleveland Indians Development Complexes ("Complex") by: a) addressing significant challenges associated with certain land use designation; b) implementing updated design guidelines and development standards; and c) providing for additional residential housing opportunities at appropriate densities that will help facilitate mixed-use development around the Ballpark and Complex. The goal of the 2017 PAD was to establish a PAD that promotes the development of various forms of residential, office, retail commercial, entertainment, food and beverage, and hospitality/conference services uses around the Ballpark and Complex. The 2017 PAD was amended on March 1, 2021, when the Goodyear City Council adopted Ordinance 2021-1494 adopting the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village - South, dated November 23, 2020. That amendment made minor amendments to the residential development standards. In July 2021, the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South was amended to incorporate 14 acres into the Ballpark Village & Ballpark Village – South PAD as adopted by Ordinance No. 2021-1513.

The purpose of the 2nd Restated and Amended Final Planned Area Development for Ballpark Village & Ballpark Village-South dated July 2022 is to incorporate an additional 16 acres into the Ballpark Village & Ballpark Village – South PAD and to further facilitate the development of the Site consistent with the City's desire to provide density to attract the commercial and entertainment development desired around the City of Goodyear's Spring Training Complex.

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

II. ZONING DESIGNATIONS

A. Zoning Categories

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

[Table on the Following Page]

Table A: Zoning Categories
Mixed-Use (MXD)* • Located within Ballpark Village • Identified as MXD-1, 2, 3, 4 & 5 within the attached exhibit(s) • This is a stand alone zoning district regulated by this PAD **The combination of uses within the MXD category can be either vertical or horizontal in implementation.*
Residential Mixed-Use (RES/MXD)* • Located within Ballpark Village and Ballpark Village-South • Identified as RES/MXD-1, RES/MXD-2 & RES/MXD-3 within the attached exhibit(s) • This is a stand alone zoning district regulated by this PAD **The combination of uses within the RES/MXD category can be either vertical or horizontal in implementation.*
Residential (RES)* • Located within Ballpark Village-South • Identified as RES-1, RES-2 & RES-3 within the attached exhibit(s): o RES-1: Residential. This is a stand alone zoning district regulated by this PAD. o RES-2: Residential . This is a stand alone zoning district regulated by this PAD. o RES-3: Residential . This is a stand alone zoning district regulated by this PAD. **The combined RES-1, RES-2 & RES-3 areas have four (4) flex zones that allow each RES area to "flex" 150'into the adjacent RES area. Please reference* ***Exhibit 3****, Zoning Map (RES category) for a visual representation.*
Commercial (COM) • Located within Ballpark Village-South • Identified as COM-1 within the attached exhibit(s) • Adheres to the City of Goodyear C-2 (General Commercial) Zoning District except as modified by this PAD.
Light Industrial (LI) • Located within Ballpark Village-South • Identified as LI-1 within the attached exhibit(s) • Adheres to the City of Goodyear I-1 (Light Industrial) Zoning District except as modified by this PAD.
Public Facilities District (PFD) • Located within Ballpark Village & Ballpark Village-South • Identified as PFD-1, 2 & 3 within the attached exhibit(s) • Adheres to the City of Goodyear PFD (Public Facility District) Zoning District except as modified by this PAD.
Municipal Parking Overlay • Located within Ballpark Village-South • Overlay to RES-3 • Applicable to ±22.2 acres and permits the City to provide municipal parking on property owned or leased by the City. The City presently provides municipal parking on ±7.2 acres located south of the southwest corner of Lower Buckeye Parkway and Wood Boulevard (the "City Parking Parcel"). *Nothing in this PAD shall prohibit the City from exchanging property with CSW or subsequent owners ("CSW") should it become necessary to provide municipal parking in a different configuration than presently exists on the City Parking Parcel.*

B. Permitted Uses

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

C. Land Use Summary

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

III. DESIGN GUIDELINES

The Design Guidelines for the Site are set forth in ***Exhibit 4***. The purpose of the Design Guidelines is to establish the vision and create design related expectations for the future development of the Site.

IV. DEVELOPMENT STANDARDS

A. RES Category

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

[Table on the Following Page]

Table B: RES Category Development Standards (RES category within Ballpark Village-South)			
Detached & Attached Single-Family			
Development Standard	**RES-1**	**RES-2**	**RES-3**
Min. Net Lot Area - Typical (sq. ft.) *(not applicable to condominium product)*	0	0	0
Max. Net Lot Area - Typical (sq. ft.) *(not applicable to condominium product)*	5,500	5,500	4,500
Required Lot Width/Depth Ratio - Typical *(not applicable to condominium product)* ≤4,500 sq. ft. lot ≥4,501 sq. ft. lot	 Not applicable ≥50%	 Not applicable ≥50%	 Not applicable ≥50%
Min. Lot Width - Typical (ft.) *(not applicable to condominium product)*	16	16	16
Min. Lot Depth - Typical (ft.) *(not applicable to condominium product)*	20	20	20
Max. Height (ft.)	42	42	42
Density Range (min.-max.)	5-10	6-15	8-30
Max. Individual Lot or Condominium Site Coverage	100%/100%	100%/100%	100%/100%
Min. Unit/Building Separation (ft.)	0/0	0/0	0/0
Min. Private Open Space (sq. ft.) *(Includes balconies/courtyards)*	0	0	0
Min. Unit/Building Setback[1] (ft.) - Front - Side - Rear - Street side	 5/5 0/0 3/3 5/5	 5/5 0/0 3/3 5/5	 0/0 0/0 0/0 5/5
Min. Open Space Requirement (% of Net Site Area)	15% (Total requirement for all combined single-family detached and/or attached subdivisions within RES-1, RES-2 & RES-3)		
Open space shall include a large central amenity space that will encompass a minimum of 2.5 acres of total area (minimum area to include active & passive space combined), a minimum of two recreation nodes or pocket parks of smaller scale, and other amenities or features that will be determined during the preliminary plat process. Although smaller than the target of five (5) acres for a "Neighborhood Park" as outlined in the City's "Parks, Recreation, Trails and Open Space Master Plan," when combined, the open space areas will total approximately eight (8) acres and will provide amenities that meet the intent and function of the Neighborhood Park concept. The open space areas will generally be separated into smaller open spaces in order to be more accessible, compact, or intimate, consistent with the "urban-like" character envisioned for the community. The open space areas will be designed to accommodate various amenities such as: a) a multi-purpose field; b) a pool (and restroom); c) a spa; d) active sport areas including but not limited to, pickle ball and bocce ball; e) shaded seating; f) ramadas; g) walking paths and; h) a community trail system and/or exercise course.			

[Table Continued on the Following Page]

[1] Setbacks to be measured from the stem wall.

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

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

1) Multi-story homes are allowed on corner lots, on more than two (2) consecutive lots, or on lots abutting major or minor arterial and collector streets.

2) The minimum setback for homes abutting major or minor arterial and collector streets shall be five (5) feet.

3) Where a residential use (excluding multi-family housing) is immediately adjacent to a non-residential use (excluding PFD designated property), a buffer setback shall be provided between the residential buildings and the property line of the non-residential use property. The buffer setback shall be: a) a minimum of approximately fifty (50) feet where the buffer is comprised of municipal parking or a roadway or, b) a minimum of thirty (30) feet where the buffer is comprised of landscaping, which can be reduced to twenty (20) feet where a double row of trees, thirty (30) feet on center, are provided. Where multi-family housing is immediately adjacent to a non-residential use (excluding PFD designated property), a buffer setback shall be provided between the residential buildings and the property line of the non-residential use property. The buffer setback shall be: a) a minimum of approximately thirty (30) feet where the buffer is comprised of municipal parking or a roadway or, b) a minimum of twenty (20) feet where the buffer is comprised of landscaping, with such twenty (20) foot landscape buffer containing a row of 15-gallon trees (initial size) planted approximately 30' on center.

[1] Setbacks to be measured from the stem wall.

4) When a residential driveway is provided, the driveway shall not be less than twenty (20) feet in length. Eighteen (18) feet shall be permitted if such depth is supported by an independent 3rd party parking consultant's recommendation of such reduced depth), as measured from the back of sidewalk, back of curb, or alley pavement edge if no sidewalk is provided to the front face of a garage or carport in order to provide an area for parking in front of the garage, carport, or other parking space. If a driveway is not provided, off-street parking will be provided at a minimum rate of one parking stall per residential unit. Where a driveway is not provided, an apron with a minimum length of two (2) feet and a maximum length of five (5) feet must be provided. No parking shall be permitted on driveway aprons.

5) Multi-family buildings two (2) stories in height or greater shall not be placed within twenty-five (25) feet of a single-family residential area or zoning district.

6) In order to satisfy the vision for non-typical/non-traditional residential use within Ballpark Village-South, "Typical" or "traditional" lot dimensions are not permitted. Examples of "typical" or "traditional" dimensions include: 45' x 110', 50' x 110' and 50' x 115'. However, lot dimensions that are similar to 40' x 90', 45' x 95' and 50' x 100' would be acceptable due to their smaller size and increased front width to lot depth ratio. Please see ***Table B: RES Category Development Standards*** for specifics regarding lot size requirements.

7) Residential accessory buildings shall adhere to Article 8 of the City of Goodyear Zoning Ordinance.

8) Streets within Ballpark Village and Ballpark Village-South can be either public or private. Roadway right-of-way and cross sections may be reduced from City standards if agreed to by the City. Alleys and/or shared driveways may be utilized as easements, tracts or a combination of both and when used, streetlights will not be required as long as garage coach lights are utilized. All or a portion of the RES category of Ballpark Village-South may be gated, with such decision being made during the preliminary plat/site plan approval processes by CSW during the preliminary plat/site plan approval process. If the RES category area (or portion thereof) is gated, all streets within the gated community shall be private.

B. Non-RES Category

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

[Table Continued on the Following Page]

Table C: Non-RES Category Development Standards (Ballpark Village & Ballpark Village-South)[2]					
Development Standard	**MXD**[3,9]	**RES/MXD**[4]	**COM**	**LI**	**PFD**
Min. Lot Area (sq. ft.)	None	10,000	10,000	10,000	N/A
Min. Lot Width (ft.)	None	100	150	None	N/A
Max. Building Height[5] (ft.)					
- Bldgs. immediately adjacent to Estrella Pkwy. s/o Goodyear Blvd.	62	N/A	56	N/A	N/A
- Bldgs. immediately adjacent to Estrella Pkwy. n/o Goodyear Blvd.	72	N/A	N/A	N/A	N/A
- Other	105	72	56	50	N/A
Max. Building Coverage	65%	60%	50%	50%	N/A
Min. Building Setback[6] (ft.)	Building/Parking				
- Estrella Pkwy	15/30	N/A	15/30	N/A	N/A
- Bullard Avenue	N/A	N/A	30/30	30/30	30/30
- Lower Buckeye Pkwy/Goodyear Blvd.	15/15	10/10	N/A	N/A	N/A
- Front (interior street)	0/0	0/0	7.5/7.5	20	N/A
- Side	0/0	0/0	N/A	30/10	30/10
- Rear	0/0	0/0	N/A	20/10	20/10
- Street side	0/0	0/0	20	30/10	30/10
Min. Open Space[7]	10%	1.9 ac	15%	10%	N/A
Minimum Sidewalk Width (ft.) [8]	4	4	4	4	N/A

[2] **Table C** does not apply to the RES category within Ballpark Village-South.
[3] There is no maximum density for the MXD category
[4] There is no maximum density for the RES/MXD category
[5] Rooftop structures such as elevator and mechanical equipment and enclosures may exceed the height by ten (10) feet provided they are screened by a parapet wall or pitched roof. Roof deck pergolas and gazebos may exceed the height limit by ten (10) feet. No screen walls are required for roof deck pergolas or gazebos.
[6] First number in sequence identifies the building setback; second number in sequence identifies the parking setback.
[7] Retention areas may be utilized for open space if a minimum of 25% of the retention area is ≥1' above bottom.
[8] Maximum sidewalk width shall be ±30'.
[9] The maximum building height allowed is one-hundred and five (105) feet in the MXD District subject to the following conditions: 1) That the proposal would not be detrimental to the City Center Specific Area Plan development objectives and design concepts; 2) That adequate water pressure, capacity, and fire apparatus/facilities are available to provide appropriate emergency response services to all buildings with the requested building height; 3) That the proposed increase in building height is reasonable and appropriate for the property and would not be detrimental to City development objectives for adjoining properties or the operations of the Phoenix–Goodyear Airport; 4) Appropriate FAA review (if applicable) has determined (prior to issuance of a building permit(s)) that such building(s) will not be a hazard to aviation and; 5) That the proposed building height is for a specific development use (e.g., hotel or corporate headquarters) that furthers the City's economic objectives.

V. PARKING

A. RES or RES MXD Category

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

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

B. MXD/RES MXD Categories

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

APPENDIX A: PERMITTED USES[9]

Land Uses	MXD[10]	RES/MXD	COM	RES-1	RES-2	RES-3	LI	PFD
RESIDENTIAL [11]								
Ancillary uses that are customarily incidental and subordinate to one of the permitted uses (i.e., park(s), playground(s), pool(s) vending machine(s) & other recreational uses) [12]	A	A		A	A	A		
Attached Single-Family	P	P		P	P	P		
Auto-Court Homes (or similar style)				P	P	P		
Courtyard Homes (or similar style)				P	P	P		
Detached Single-Family				P	P	P		
Duplex/Triplex/Quadraplex				P	P	P		
Green Court/Alley-Load Homes (or similar style)				P	P	P		
Home business [13]	A	A		A	A	A		
Multi-family dwelling/Multiple Dwelling	P	P		P	P	P		
Residential Mixed-Use (includes Live/Work Units)	P	P						
Row Homes (or similar style)	P	P		P	P	P		
Townhomes (or similar style)	P	P		P	P	P		
Similar Residential uses that meet the intent of this PAD zoning as determined by the City's zoning administrator (for Permitted Uses)	P	P		P	P	P		

[9] All terms not defined herein shall have those meanings as defined in the City's Zoning Ordinance as revised December 18, 2013 or the then applicable and comparable definition under a subsequent City of Goodyear Zoning Ordinance ("Ordinance").
[10] Residential uses not permitted on ground floor within this category
[11] Product types defined in ***Appendix C: Housing Definitions***
[12] Inclusive of grounds, eating and drinking establishments and service facilities accessory to residential uses; RES-1, RES-2 & RES-3 area amenities shall be located no closer than fifteen (15) feet to any adjacent residential structure.
[13] As defined and governed under the Ordinance.

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

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

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

PERMITTED USE MATRIX[9]									
	Land Uses								
#	**NON-RESIDENTIAL-CONTINUED[14]**	MXD	RES/MXD	COM	RES-1	RES-2	RES-3	LI	PFD
20	Outdoor retail displays	P	P	P				P	P
21	Outdoor temporary events and uses	P	P	P	P	P	P	P	P
22	Parking (including lots and/or parking structures)	P	P	A	A	A	P	A	P
23	Personal services (including fitness, massage and other)	P	P	P				U	
24	Professional use	P	P	P					
25	Restaurants, taverns, lounges and bars (includes coffee shops and other forms of beverage establishments & eateries)	P	P	P					A
26	Retail	P	P	P				P	A
27	Sports, recreation, amusement & entertainment	P	P	P	A	A	A		P
28	Storage facilities (including large-scale, self/mini, RV/recreation and/or outdoor storage)							P	
29	Temporary construction offices, sheds, facilities and storage areas incidental to a construction project	A	A	A	A	A	A	A	A
30	Universities/colleges	P	U	P					
31	Wireless Communication Facility	P	P	P				P	P
32	Vocational and technical schools	U	U	P				P	
33	Warehousing							P	
34	Similar Non-Residential permitted uses that meet the intent of this PAD zoning as determined by the City's zoning administrator	P	P	P	P	P	P	P	P
35	Similar Non-Residential use permit uses that meet the intent of this PAD zoning as determined by the City's zoning administrator	U	U	U	U	U	U	U	U

APPENDIX B: LAND USE SUMMARY[16]

Land Use	Approximate Gross Acres	FAR	Office (max. sq. ft.)	Retail (max. sq. ft.)	Conference (max. sq. ft.)	Hotel Rooms (max. rooms)	Seats (max.)
MXD & RES/MXD categories of Ballpark Village							
MXD-1	11.93	1.17	607,869				
MXD-2	7.80	N/A		84,000			
MXD-3	10.83	0.6	282,930	67,000			
MXD-4	7.89	N/A		85,000			
MXD-5	9.88	N/A		60,000	70,000	400	
RES/MXD-1	4.65	N/A					
TOTALS	**52.98**		**890,799**	**296,000**	**70,000**	**400**	
RES & RES/MXD categories of Ballpark Village-South							
RES-1	18.97						
RES-2	27.39						
RES-3	22.18						
RES/MXD-2	14.0						
RES/MXD-3	16.0						
TOTALS	**98.54**						
COM category of Ballpark Village-South							
C-1	6.92	0.23	69,354				
TOTALS	**6.92**		**69,354**				
LI category of Ballpark Village-South							
L-1	5.22	0.48	109,046				
TOTALS	**5.22**		**109,0496**				
PFD categories within Ballpark Village & Ballpark Village-South							
PFD-1	7.42		N/A				10,300
PFD-2	54.07		N/A				
PFD-3	50.07		N/A				
TOTALS	**111.56**						**10,300**
OS-1 (Tracts A/B)	9.25						
TOTALS	**9.25**						
TOTALS	**284.46**		**1,069,199**	**296,000**	**70,000**	**400**	**10,300**

[16] Acreage counts are approximate. Final acreage counts to be determined through the platting process.

APPENDIX C: HOUSING DEFINITIONS

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

Land Use Types

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

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

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

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

Product Types

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

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

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

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

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

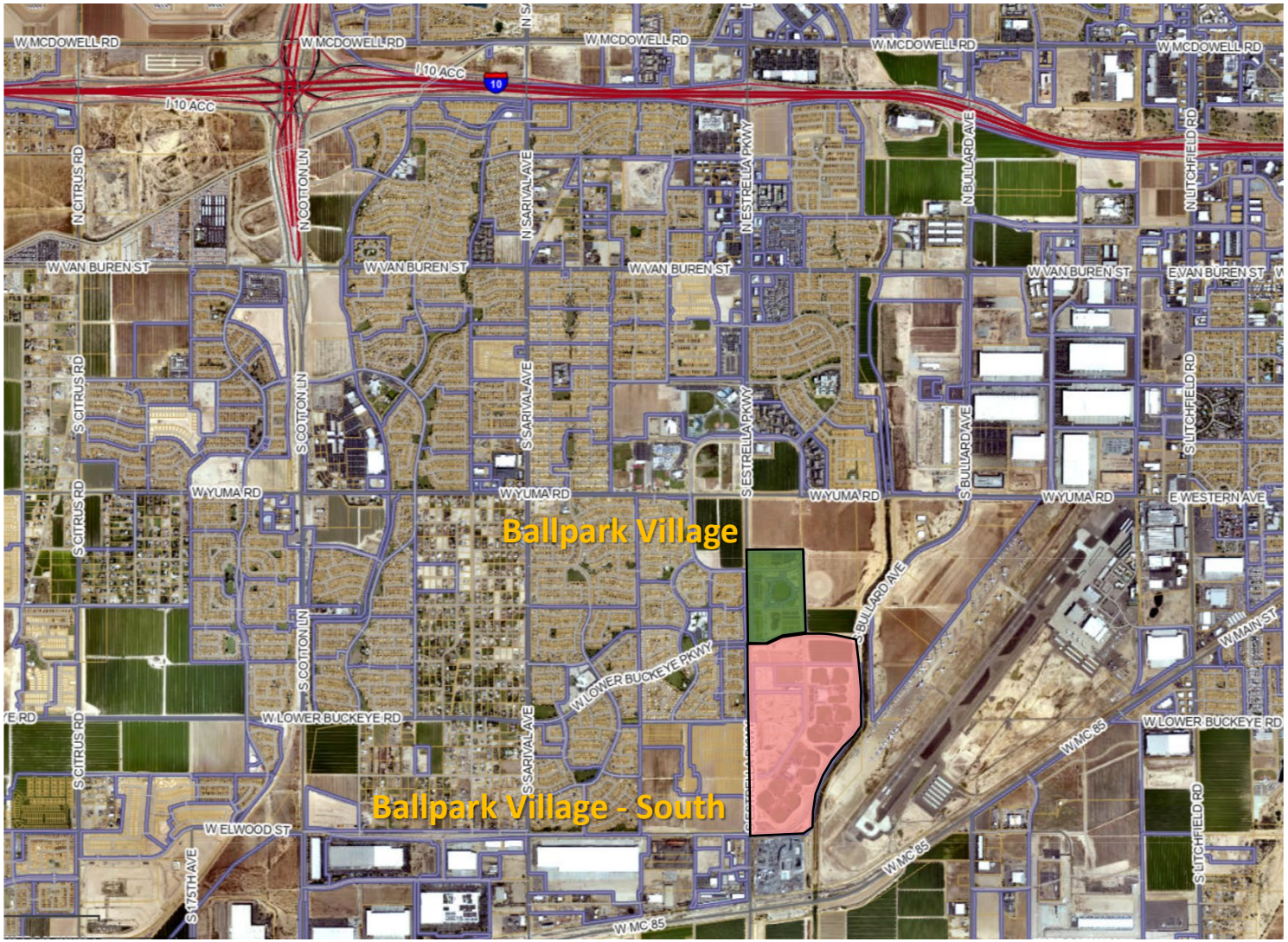
Green Court/Alley-Load Homes: For-rent or for-sale housing that falls under either the Attached Single-Family or the Detached Single-Family building types. Green Court/Alley-Load Homes typically: a) are built within small lots; b) have a high lot coverage area with shallow or no setback requirements;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

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

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

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

Exhibit 1
Regional Aerial/ Vicinity Map



Ballpark Village & Ballpark Village – South
2nd Restated & Amended Final Planned Area Development
August 2022

Exhibit 2
Zoning Map



This land use map is not intended to depict exact boundary lines for the uses described. For illustrative purposes only.

Exhibit 3
Zoning Map (RES Category)



This land use map is not intended to depict exact boundary lines for the uses described. For illustrative purposes only.

EXHIBIT 4
BALLPARK VILLAGE &
BALLPARK VILLAGE - SOUTH DESIGN GUIDELINES

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Section A: Introduction

The purpose and intent of the Ballpark Village & Ballpark Village-South Design Guidelines ("Guidelines") is to ensure that all development within the Ballpark Village & Ballpark Village-South (together "Ballpark Village") PAD conforms to a high-quality standard of design. These guidelines provide future builders with a general set of concepts and requirements that directs all design expectations. They are intended to provide the framework for future development that carries forward the contemporary and urban-like design that supports the overall vision for Ballpark Village, creates a varied and interesting streetscape and provides Ballpark Village with a unique identity and character. The overall design theme is intended to create a strong sense of place through a thoughtful and effective blend of architecture, landscape, and community design elements that complement the existing character of the surrounding Ballpark facilities. These Guidelines shall supersede the standards contained within the City of Goodyear's Design Guidelines Manual ("City Manual"). Where discrepancies exist between the Guidelines and the City Manual, the provisions of these Guidelines shall control.

The Guidelines are organized into the following sections:

SECTION B: *Design Review & Submittal Process*
SECTION C: *Mixed-Use/Residential Mixed-Use Land Use Design Guidelines*
SECTION D: *Residential Land Use Design Guidelines*
SECTION E: *Commercial Land Use Design Guidelines*
SECTION F: *Light Industrial Land Use Design Guidelines*
SECTION G: *Landscaping Guidelines for All Land Uses*
SECTION H: *Signage & Graphics Guidelines for All Land Uses*
SECTION I: *Maintenance for All Land Uses*

Section B: Design Review & Submittal Process

In addition to the Guidelines, CSWR141 Goodyear 17, LLC & CSWR141 Goodyear 53, LLC or its assignee, or designee ("CSW") may, at its sole discretion: a) create additional design standards within or attached to future covenants, conditions and restrictions ("CC&Rs"); and b) appoint a design review committee to perform all design review and approval functions on behalf of CSW. CSW or the design review committee (whichever is applicable; the "Reviewing Party") shall review, approve or disapprove the items contained within the below DESIGN REVIEW SUBMITTAL REQUIREMENTS and/or standards that may be described within CC&Rs. Additionally, the City of Goodyear ("City") conducts its own site plan and design review process, separate from that of the Reviewing Party. In addition to any review processes the City of Goodyear (the "City") shall require, a separate submittal, review, and approval process shall be conducted by the Reviewing Party before any submittal is made to the City.

A design review submittal shall consist of the following:

- DESIGN REVIEW SUBMITTAL REQUIREMENTS
  - Conceptual site plan(s). The locations and dimensions of the following shall be included:
    - Setbacks for buildings, structures, and parking areas.
    - Buildings, structures, storage, trash enclosures, and retention areas.
    - Parking areas, parking structures, parking canopies and total number of parking spaces provided.
    - All means of ingress and egress to and from the site, including driveways and walkways.
  - Typical lot or plot plans. Please provide the following:
    - Overall lot dimensions, building setback lines with dimensions, driveway location(s), and plan/building footprint(s).
  - Floor plans. Please provide the following:
    - All building floor plans proposed, including options.
    - Overall exterior dimensions.
    - Plan number and/or name of the plan and square footage of the structure.
  - Building elevations. Please provide the following:
    - Building elevations for all four (4) sides (in color).
    - Enhanced building elevations, if applicable.
    - All finish grade to ridgeline height dimensions for all non-single-family residential elevations. Finish grade to ridgeline height dimension for single-family residential shall be front elevation only.

- Color schemes, building materials & landscaping. Please provide the following (digital copies accepted):

    - All color schemes being proposed, building materials to be used for construction and planned landscaping design and materials.
    - For single-family residential uses – color & material matrix listing scheme name/number, stucco and/or paint color, roof material, stone, etc. A list of all material manufacturers is also required.

- Proposed signage & graphics designs. Please provide the following (digital copies accepted):

    - The design of the sign or sign program that identifies: a) fabrication method; b) colors; c) graphics; d) materials; e) lighting types, orientation and placement; f) installation location; g) hierarchy of signage type; and h) number of signs (individual vs. within a program).

- Design submittal application. Please provide the following:

    - ALL INFORMATION CONTAINED HEREIN AND THE APPLICATION FEE PAYMENT.
    - THE REVIEWING PARTY MAY REQUIRE ADDITIONAL INFORMATION/PLANS DEPENDING ON THE TYPE OF DEVELOPMENT BEING PROPOSED AND MAY ALSO UPDATE THE DESIGN REVIEW SUBMITTAL REQUIREMENTS PERIODICALLY ON AN AS-NEEDED BASIS.

- One (1) digital copy of the entire application. Each document shall be saved to a CD in .PDF format, with the CD labeled in a manner that identifies each item listed below.

- Two (2) sets of plans and specifications for the proposed improvements. All drawings, design elements, and material representations must be accurate, complete, and sealed for a design submittal to be considered by the Reviewing Party.

- A nonrefundable design review application fee of $1,000.00. The Reviewing Party will not review design submittals made without the application fee.

Send the completed design review submittal to:
Communities Southwest, Inc.
Attn: Mr. Michael Markakis, Vice President
7001 N. Scottsdale Road, Suite 1015
Scottsdale, AZ 85253

Section C: Mixed-Use/Residential Mixed-Use Land Use Design Guidelines

The Mixed-Use/Residential Mixed-Use ("MXD/RES MXD") areas of Ballpark Village shall be designed in a manner that promotes an aesthetically pleasing, highly engaging and vibrant mix of uses as described within the 2017 PAD.

Architectural Style

The architectural style and use of materials can be varied but shall be compatible throughout the MXD/RES MXD areas. Buildings should emphasize human scale design features at the ground floor (sidewalk) level. The overall architectural character of the MXD/RES MXD areas should be of a varied yet compatible overall composition of buildings, streets, and public areas arranged and designed in a harmonious manner. The architecture, landscaping, signage, and lighting design character shall be compatible with the Goodyear Ballpark and create a vibrant, pedestrian-friendly multi-use village that can be enjoyed year-round in the daytime or evening hours.

Building Design

Building design should express a strong architectural theme with substantial and consistent architectural detailing, except that individual storefronts may exhibit different but compatible themes. Buildings should be designed to promote walkability and enhance pedestrian activity. Building elements such as large, blank building walls and loading areas are not permitted along areas that can be viewed by the general public. An emphasis should be placed on promoting a harmonious but unique development that possesses pedestrian-scale architecture and identifies a hierarchical scale of uses (if applicable - anchor store(s) should be emphasized as the more significant structure(s)). Pad sites or independent buildings should have their own unique identity but relate to the larger main structure(s).

To the extent it is practical: a) parking areas, pedestrian walkways, elevators, stairwells and recreation areas should be visible from as many windows and doors as possible; b) buildings should be sited so that the windows and doors of one unit are visible from another; c) all four façades of buildings should have windows; and d) energy efficiency techniques should be incorporated into the design of a building.

Any building situated at the corner of a public street shall provide a prominent corner entrance to retail shops (if applicable) or such other location deemed appropriate by the Reviewing Party.

Where long buildings are unavoidable, their linearity should be mitigated by changes in the building height, wall plane, and spatial volumes and by varied use of window areas, arcades, materials, roof elements or other architectural enhancements acceptable to the Reviewing Party.

When appropriate, tower elements or other vertical architectural features at "ends" of a shopping center may be utilized. If such features are utilized, they should generally not exceed twice the height of the building they are attached to.

LEED Certification

Although not a requirement, buildings designed within Ballpark Village are encouraged to integrate LEED Certification guidelines and other "green building" criteria into the design of buildings.

The integration of solar panels on roofs and parking lot shade structures (if utilized) shall be permitted subject to the guidelines outlined within this section of the Guidelines.

Building Façades

Building façades greater than fifty feet (50') in length shall meet at least one of the following standards:

- An interruption in the façade a minimum of every fifty feet (50').
- An expression of an architectural or structural bay through a change in plane no less than twelve inches (12”) in depth (i.e., an offset, reveal, or projecting rib that includes a color, texture, or material change).
- An interruption in the verticality of solid walls with horizontal lines, such as an interim cornice, windows, openings, punch-outs, medallions, balconies, columns and/or arches.
- Other enhancements deemed acceptable by the Reviewing Party.

The above standards may be waived if the applicant can demonstrate an alternative building design that significantly articulates a wall plane.

Landscaping can be used in combination with walls to soften “blank” surfaces. Vines planted on walls are encouraged but not required.

Where appropriate and when practical, deep overhangs should be integrated to create a shadow and add depth to façades.

The main entry into a store should be emphasized at the street to announce a point of arrival in one or more of the following ways:

- Flanked columns, decorative fixtures or other details
- Recessed within a larger arched or cased decorative opening
- Covered by means of a portico (formal porch) projecting from or set into the building face
- Punctuated by means of a change in roofline, a tower, or a break in the surface of the subject wall.
- Any other architectural features deemed appropriate by the Reviewing Party.

Storefront entries should be recessed and/or sheltered by a covered arcade structure, colonnade, canopy, awning or such other architectural feature deemed acceptable by the Reviewing Party.

When needed to support the type(s) of business represented within the development, the incorporation of balconies or tower elements onto or within the building form is encouraged for both practical and aesthetic value. Balconies can be integrated to break up large wall masses, offset floor setbacks, and add human scale to buildings.

Doors should be designed and constructed to be an integral part of the architecture of the building.

All project exterior lighting, with the exception of lighting for public streets, should be consistent with the architectural style of the building(s). All styles, colors and materials of lighting fixtures should be harmonious with each other.

Articulation

All sides of a building shall be articulated. The rear and sides of a building, if not visible from public streets and deemed appropriate by the Reviewing Party, can be less articulated as long as those sides are complementary to the primary customer entrance. Blank/unarticulated building walls shall not be permitted at the primary customer entrance side of the building. Rear and sides of a building shall have the same major exterior materials as the front, along with having the same color scheme and pattern.

Architectural features such as domes, turrets, towers, cupolas, building entry volume or ornamental portions of a parapet wall are allowed. Building entries must be pedestrian in scale and not monumental.

The composition of a building greater than two (2) stories shall present a clearly recognizable base, middle, and top or a clearly defined alternative building composition. A recognizable "base" may consist of (but shall not be limited to), thicker walls, ledges or sills, integrally textured materials such as stone or other masonry, integrally colored and patterned materials such as smooth finished stone or tile, lighter or darker colored materials, mullions, panels, or planters.

Architectural elements, such as, but not necessarily limited to, overhangs, trellises, projections, awnings, insets, material, texture, color, or a combination thereof should be used to create shadow patterns that contribute to the building's character.

Building Massing

Varying building mass is required so as to distinguish various uses, landmark buildings, anchors, retail components, etc. Long unbroken façades are generally not permitted. Stepping, massing, fenestration or similar architectural treatments should be used to add human scale to buildings. When feasible, building mass/height should relate to adjacent sites and perceived building mass should be reduced by dividing the building mass into small-scale components by providing a well-defined base, middle and top to the building. When and where appropriate, functional public space and pedestrian oriented areas between buildings should be utilized.

A solid building base may be achieved by elements that consist of, but are not necessarily limited to: low planters and walls, base planting, a base architectural veneer banding (wainscot), treatments defined by a different material, texture, color, or a combination thereof. A distinct building middle may be achieved by the addition of covered walkways, trellises, colonnades, or architectural awnings that provide a deep shadow, or other elements the Reviewing Party deems appropriate. A well-defined building top may be achieved by utilizing features such as distinct and multiple architectural roof forms, clearly pronounced eaves, distinct parapet designs, cornice treatments, a combination thereof, or other elements deemed acceptable by the Reviewing Party.

The use of colonnades (or other appropriate architectural features) along street fronting façades should be considered to reduce the massing of tall buildings and add pedestrian scale and interest.

Non-entry façades that face streets or are visible from public spaces should incorporate architectural treatments such as pilasters, recessed areas, and windows with spandrel glass that give the appearance of windows facing the street, or such other treatments acceptable to the Reviewing Party.

All buildings on the same site should demonstrate a strong spatial and functional relationship to each other. In addition, buildings should generally demonstrate a variety in size and mass. When feasible and desired, portions of primary buildings and freestanding buildings should be oriented toward the streets.

Building Walls

Expansive lengths of unarticulated building façades are generally not permitted. Blank unarticulated building walls, including end walls exposed to a public street or common area are also not permitted.

Non-Building Walls

Walls and other site elements shall be consistent with the established thematic character of the development through the use of appropriate colors, materials and architectural style.

Walls adjacent to retention areas, trails, parks or other useable open space areas should incorporate regular undulation or a variation of materials. Where appropriate, view fencing is encouraged.

Roof Planes

All roof planes must be compatible with the architecture of the development. Although there are no specific roof types that must be utilized, a roof and its material must be representative of the character of the building(s) and type of business(s) to which they serve. Although full roof treatment is encouraged, the Reviewing Party may approve a flat roof, a flat roof with parapets, or a combination thereof on a case-by-case basis.

Where practical and needed, roof overhangs can be utilized to create useable shade on sidewalk and/or seating areas.

Rooflines should be varied in height, form and materials. Parapet rooflines should be varied by stepping up and down or incorporating pitched roof elements. Rooflines should be broken at intervals no greater than fifty feet (50') long through changes in height or step-backs.

Parapet walls should be designed and constructed in a manner to appear as a solid, three-dimensional form rather than a veneer. Parapets should include one or more of the following detail treatments:

- Pre-cast elements
- Continuous banding or projecting cornices
- Dentils
- Caps
- Variety in pitch (sculpted)
- Clean edges without unfinished flashing; and/or
- Any other treatment deemed acceptable by the Reviewing Party

Color Palette & Materials

Harmonious and complementary colors shall be used to visually unify buildings. An overall area-wide color palette that includes complementary accent colors shall be developed.

Franchise/Corporate businesses should incorporate the architecture and color theme of the development to form a consistent theme throughout.

All developments should integrate multiple exterior accent materials including, but not limited to: brick, stone, and masonry in appropriate quantities within the proposed elevations. Material changes shall occur at intersecting planes, preferably at the inside corners of changing wall planes or where architectural elements intersect (such as pilaster, projection or fence line). Material and colors should be used to enhance different parts of the building's facade.

If stucco is utilized, a light to smooth finish is desired and shall be blended with other finish materials, such as stone, brick, wood, and/or iron.

Earth tone colors shall generally be used. When and where appropriate, a rich, bold color palette may be employed to create a sense of variety and interest to exterior elevations. Bright primary colors will generally be limited to trim and accent feature areas.

The following is a non-exhaustive list of acceptable materials:

- Architectural metals
- Poured-in-place, tilt-up or pre-cast concrete
- Cast stone

- Integrally colored split-face CMU
- Integrally colored honed-face CMU
- "Dryvit"-type systems
- Natural stone and flat stone veneers
- Decorative steel elements
- Painted surfaces that complement the primary building material
- Backlit decorative steel
- Floating steel trellises
- Concrete siding (such as Hardi-plank) or similar
- Glass block
- Tinted storefront glass (non-reflective)
- Perforated metal panels, welded wire material, standing seam, and corrugated panels are permitted as long as the color and texture is appropriate to the setting in which they are located. Metal panels, including corrugated, are permitted when used in a harmonious and creative way. WWF or "link fencing" as a means of articulating façades, creating brise-soliel's or screening parking structures etc., are permitted when used in a harmonious and creative way.
- Other materials as deemed appropriate by the Reviewing Party on a case-by-case basis.

Windows & Glass

Clear glass and spandrel glass or glass with a colored-ceramic coating adhered to the back by a heat fusion process is permitted. Mirrored or reflective glass shall not be permitted. Storefront glass shall be clear or subtly tinted to promote window-shopping during the day and after dark.

Windows shall employ design details appropriate to the architecture. The following are examples of what can be used, but other options may also be available: a) mullions and or window grids; b) arched windows; c) shutters/faux shutters; d) window surrounds; and e) awnings and canopies to break the scale of the facade into smaller components.

Doors to retail shops should contain a high percentage of glass in order to view the retail contents. Although there is no required minimum, doors should typically provide at least fifty percent (50%) glass area. Each door shall be reviewed, approved or disapproved on a case-by-case basis.

Storefront windows should be as large as possible to maximize the visibility to the storefront displays and retail interior.

Use of clear glass (at least eighty eight (88%) light transmission) on the first floor is recommended and may be required with certain types of uses or if the aesthetics of the development benefits overall from the use of clear glass.

Attention should be paid to materials, placement, depth of recess, and ornamentation, such as window grilles. The intent is to provide a sense of scale by creating shadow lines that result from trim and detailing and by providing details that enhance visual interest.

Refuse & Loading Areas

To the extent possible, refuse enclosures and other accessory features should not create blind spots or hiding areas.

Loading areas shall be screened from public view with any of the following (or combination thereof): a) walls that complement the buildings they serve; b) trellis/green screens; c) berming; d) an appropriate level of landscaping/trees; or e) or other such treatments deemed appropriate by the Reviewing Party.

All trash enclosures should be located outside the minimum setback requirements when they are located adjacent to residential units, active open spaces, schools and any other sensitive uses.

Downspouts

For the elevation(s) considered to be the primary customer entrance(s), all downspouts shall be concealed by an architectural enclosure or behind the building's façade. No exposed downspouts shall be used. Downspouts for non-primary customer entrance elevations may be exposed depending on the amount of visibility those elevations have from public view and whether or not the appearance supports the overall design goals for Ballpark Village (to be determined on a case-by-case basis by the Reviewing Party). If exposed downspouts are permitted, they shall be painted to match the building's façade.

Building Orientation

Hot and dry climates, as experienced within the City, require architects to consider the impact of building orientation when designing site plans so that internal heat gain is minimized and outdoor shading is maximized with a goal of creating the most comfortable environment possible. Although north-south building window orientation is most desirable in the desert southwest, window exposure to the east and west may be unavoidable in many areas of the MXD/RES MXD areas of Ballpark Village. The MXD/RES MXD areas shall have no building height to street width ratio requirements, nor any multi-story building step-back requirements. In the event a development within the MXD/RES MXD areas is proposed with a building height to street width ratio or building step-back, such site plan(s) shall be reviewed on a case-by-case basis to determine whether the proposed building-height to street-width ratio or multi-story step-back is acceptable.

Curb Cuts & Driveways

All new driveway locations must be approved by the Reviewing Party and conform to the curb cut and driveway locations within the 2017 PAD and must provide acceptable ingress/egress necessary for the proposed use(s).

Entryways

The existing entries along Estrella Parkway will continue to provide prominent visibility and define the "gateways" into the Goodyear Ballpark and MXD/RES MXD areas. Corner buildings to these entryways shall feature appropriate architectural design features as determined by the Reviewing Party. South Ballpark Way shall continue to be the "ceremonial entry" to Goodyear Ballpark and the MXD/RES MXD areas.

Parking & Loading

Each use within the MXD/RES MXD areas of Ballpark Village shall provide adequate parking to either satisfy the City's Zoning Code or conform to a shared parking study as described within the 2017 PAD. Shared parking and consolidated common parking solutions are encouraged. Temporary parking and loading requirements shall also satisfy the City's Zoning Code or as otherwise identified by a shared parking study. For parcels that border Estrella Parkway north of Goodyear Boulevard South, parking shall be located in conformance with the Goodyear City Center Gateway Overlay District requirements. Parking structures, if utilized, shall be considered "buildings" within the Guidelines.

Each owner or occupant of a building ("Owner/Occupant") shall identify construction standards and stall sizes for all off-street parking in conformance with the City's Zoning Code relating to parking and loading requirements.

Canopy or shade-type structures may be installed in all off-street parking areas with the approval of the Reviewing Party. Canopy or shade-type structures must be of a material and color that complement the buildings they serve. Although there are no set design requirements for these structures, the overall design, including the roof, must also complement the building(s) they serve. Solar panels may be utilized as accessory features on parking structures and if utilized, they should be designed to accommodate the solar equipment. The solar equipment, to the extent it is practical, should be treated to be as unobtrusive as possible.

No exposed loading areas/docks shall be permitted on any side of a building that faces Estrella Parkway, Goodyear Boulevard South, Lower Buckeye Parkway, or Bullard Avenue. Loading areas must be located towards the rear or sides of all buildings. A minimum eight-foot (8') height wall must be used to screen the loading area from the street, with such wall being appropriately "softened" by the use of landscape material. The design of the wall, along with the color and materials used, must complement the buildings to which they serve.

Parking lots should generally be separated from the sides of buildings by a raised walkway or landscape strip that contains a minimum four-foot (4') width of landscaping. If trees are to be planted, a minimum fifteen-foot (15') width of landscaping area is required.

When practical, parking lots should be divided into a series of connected smaller lots (50 - 75 parking spaces each) utilizing raised landscape strips at least six feet (6') in width and raised walkways.

Interior landscape islands should be provided between parking spaces, at a rate of one (1) per every twelve (12) parking spaces, to avoid long rows of non-shaded parked cars. The planting islands shall be approximately 100 square feet (5' by 20') and be protected by a six-inch (6") high curb on all sides. Each planting island should contain two trees. In some cases, where a planting island is to be located immediately in front of a storefront, and such a tree, when mature, would block views of a wall-mounted sign, the required tree may be located in an alternative location where it will enhance an outdoor use area, such as in a plaza or courtyard.

Continuous landscape planting strips should be provided between every third (3rd) row of parking and trees should be provided within the planting strips for shade. Landscape strips should be a minimum of six feet (6') in width, not including a six-inch (6") wide curb and a twelve-inch (12") wide concrete strip on both sides (the planting strips should be wider if they contain a pedestrian pathway). Walking paths or sidewalks should generally be provided (where necessary) within landscape strips to facilitate pedestrian movement to building entrances.

Planting islands should generally be provided at the ends of parking rows. Such island should be a minimum of two hundred twenty square feet (220 sf), with a six-foot (6') wide minimum planted width. They should be planted with shade trees, low shrubs and/or groundcover. They should also be protected by a six-inch (6") high curb on all sides.

All on-street parking shall comply with the standards identified within the 2017 PAD. On-street parking spaces immediately abutting a lot within the MXD/RES MXD areas may be used to help meet the parking requirement for that same lot or block of lots.

Other than for guest parking, residential parking shall be dedicated and not available for shared use.

If parking structures are utilized, the following guidelines shall guide their design and construction:

- Structures should be designed so that the height and mass is compatible with the surrounding area
- Structures should complement the buildings they serve. All sides of a parking structure that are visible from public street(s) or common area(s) must be faced with a building material similar or complementary to the main building or and/or buildings within the area.
- Structures should use appropriate screening to screen parked vehicles (as much as practical) from active pedestrian areas.
- Pedestrian entrances to structured parking shall be easily recognizable, attractive, clean, and well drained.

The Reviewing Party shall review each parking plan on a case-by-case basis and may allow standards different than what is listed within this section.

Access & Circulation

Sidewalks located within street right-of-ways shall be designed to the standards identified within the 2017 PAD and have a minimum of seven feet (7') of overhang where walkways abut against a parking area.

All walkways that traverse vehicle drive aisles shall be distinguished with either stripping or hardscape materials such as specialty pavers or stamped colored concrete (whichever is deemed more appropriate by the Reviewing Party for the area in which it serves). Stripping or decorative materials should be used to clearly delineate pedestrian travel areas from drive aisles. Specialty paving material for walkways shall be developed in accordance with ADA requirements.

The use of stamped concrete, stone, brick or granite pavers, exposed aggregate, or colored concrete can be utilized (where appropriate) to serve as a traffic calming function to promote pedestrian safety and to minimize the negative impact of large expanses of black asphalt pavement on parking lots. The entry throat into the development can also be distinguished with hardscape materials such as pavers, or patterned, stamped or colored concrete.

Bollards should be considered to separate pedestrians from vehicular traffic areas and to light sidewalk surfaces. If utilized, bollard design should be coordinated with other streetscape furnishings.

Curb ramps are required at all intersections where sidewalks are required. Curb ramps shall meet the standards adopted by the City. Two curb ramps at each street corner are encouraged wherever a sidewalk is located. In-lieu of a double curb ramp per street corner, the sidewalk may slope down to meet the street with bollards installed. If this design is pursued, bollards shall follow the curb radius adjacent to the intersecting streets and shall be placed a minimum of 4 feet (4') on center.

Curb extensions can be utilized to minimize pedestrian crossing exposure by shortening the crossing distance as well as enhancing visibility. Curb extensions shall be constructed in the MXD/RES MXD areas wherever crosswalks are located, including mid-block crossings. Curb extensions shall extend no less than one foot (1') less than the width of the parking lane beyond the sidewalk.

The installation of stop lines or stop bars at crosswalk locations controlled by stop signs and traffic signals is an effective means of reducing vehicle encroachment into a crosswalk. The stop lines should be placed five feet (5') in advance of and parallel to the crosswalk.

Crosswalks should be installed only where needed and should be at least as wide as the sidewalk. Each crosswalk should be sufficiently illuminated for nighttime safety. Crosswalks should be installed at the following locations:

- All signalized intersections.
- At all intersections and mid-block crossings
- At all roundabout locations (if applicable)

- At all intersections where bus stops are proposed

Mid-block crossings are required on all streets within the MXD/RES MXD areas of Ballpark Village. Mid-block crossings should be installed at distances of approximately 400' - 450' from intersections and are encouraged to have advance warnings. All mid-block crossings shall be approved by the City of Goodyear.

A pedestrian connection or passageway from the front of a building to a rear parking area is encouraged at a ratio of at least one alley per block. Single tenant buildings longer than 300 linear feet would not be encouraged to have such a connection. A driveway with adjacent sidewalk(s) may serve as a pedestrian alley. The alley may be covered, open or partly open as in the case of an arbor or landscaped arbor.

Enhanced sidewalk paving treatments may be required in certain areas as determined by the Reviewing Party. All design treatments shall be reviewed, approved or disapproved on a case-by-case basis by the Reviewing Party and shall comply with ADA requirements.

Grading, Drainage & Berms

Improvements must include site grading and drainage solutions in accordance with: a) the City's Engineering Design Standards, and b) Ballpark Village's master drainage plan.

Storm water retention may be designed at a surface level, a below-grade level, or a combination of both. Other than the management and infiltration of storm water runoff, retention basins may provide amenities such as passive recreation opportunities and urban open space. Landscaped areas may be used for storm water retention. For the portion of Ballpark Village located south of Lower Buckeye Parkway, retention basins must be designed to hold and retain the water resulting from a 100-year, 6-hour storm event and must be designed to dissipate as outlined in the "Drainage Report for Wood Corporate Campus PH I" dated April 16, 2008 and prepared by Project Design Consultants. For the portion of the Ballpark Village north of Lower Buckeye Parkway, retention basins must be designed to hold 50% of the volume of storm water resulting from the 100-year, 6-hour storm event. The remaining storm water volume will be designed to outlet into the existing storm drain system, as outlined in the "Drainage Report for Wood Corporate Campus / Ballpark Village PH II" dated October 24, 2007 and prepared by Project Design Consultants. Retention basin design must comply with the City's Engineering Design Standards. Basins must also be designed so that no damage to landscaping and other improvements occurs as a result of the designed-for storm events. In general, retention basins should:

- Vary in size and shape if multiple basins are located close to one another.
- Be divided into multiple smaller basins if a single basin is out of character for the parcel to which it serves.
- Provide a variety of visual sequences when viewed from the basin or from outside the retention area.

Continuous straight-line berms are discouraged. It is encouraged that berms be designed as freeform, curvilinear and undulate in their height. Side slopes shall not exceed a 3:1 gradient. Use of berms to screen parking lots from the street is encouraged, but may not be required unless the Reviewing Party believes such berms are critical to promote the overall vision of Ballpark Village's design theme. When utilizing berms to screen parking lots from the street, the side facing the street shall be a gentler slope of 4:1 or greater. When walls are provided, landscape berms are encouraged to reduce their visual impact, but are not required unless the Reviewing Party deems such landscape berms are critical to promote the overall vision of Ballpark Village's design theme.

Screening

All trash from each lot is to be disposed within an approved "dumpster" that is provided by a licensed refuse collection company. Approval of the dumpster shall be made by the Reviewing Party. All refuse collection areas shall be located in a manner that produces the least amount of visual impact to the public while also allowing for adequate ingress and egress by collection vehicles. Refuse collection areas shall be screened by building walls or screen walls at a minimum of six feet (6') in height and constructed of a material that is complementary to the buildings it serves. The collection area should be accessed through an opaque metal gate, with the gate and screen walls painted to match the buildings they serve. In order to reduce the number of dumpsters and dumpster enclosures, integrated developments are encouraged to share such facilities when and where possible. All refuse enclosures must be in compliance with the City's Engineering Design Standards.

A building parapet shall screen all roof-mounted equipment and ventilators (to the extent such screening is feasible or practical). Mechanical equipment shall not exceed fifteen feet (15') in height and must be adequately screened from view by parapet walls or some other form of architectural screening. Wall-mounted equipment will not be permitted on the front or sides of any building. Ground-mounted electrical and/or mechanical equipment shall be allowed along the rear of buildings, with such equipment being allowed along the sides of buildings on a case-by-case basis via the site plan and design review process. Ground-mounted electrical and/or mechanical equipment shall not be permitted on the front of buildings. Ground-mounted equipment must be screened from view by architecturally compatible (materials and color) walls or adequate landscaping, with the height of the wall or landscaping equal to the height of the equipment. Storage tanks, satellite dishes, cooling towers, communication towers and antennas are considered mechanical equipment and are subject to these screening standards. Solar panels do not need to be screened but shall be integrated into the design of the building. For developments abutting residences, mechanical equipment shall be screened from such residences to the extent feasible or practical. All screening materials should be compatible with the colors, materials, and design of the building.

Except as may be approved by the Reviewing Party, no utility lines, wires, or other devices for the communication or transmission of electric current, power, or signals (including telephone, television, microwave, or radio signals), shall be constructed, placed, or maintained anywhere in or upon any lot other than within buildings or structures, unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under

buildings or other structures in a manner approved by the Reviewing Party. All underground electrical facilities less than 69kV shall be underground.

Electronic surveillance equipment or alarm hardware should be of a color that is consistent or complementary with the building it serves. To the extent practical, any wiring should be concealed or shielded from public view.

When feasible or practical, backflow preventers for landscape irrigation and domestic water shall not be located at visually prominent locations. If they are, or if they are within public view, they should be screened with shrubs, berming, low-screen walls, a combination thereof, or other screening method deemed acceptable to the Reviewing Party. Cages painted in earth-tone colors shall be permitted.

Lighting

Street lighting shall be provided along all streets. A lighting consultant or electrical engineer shall design street lighting and meet the illumination standards established by the City. Light poles shall be limited to a maximum of twenty-five feet (25') in height within all parking lots, with twenty feet (20') heights preferred. For buildings and the immediate area of each building, the following shall apply:

- Exterior light fixture design shall be compatible with: a) the building's design and b) the principal use of the building.
- Exterior light fixtures shall be incorporated into the building's architectural design and within the site's landscape design. As a general guideline within the MXD/RES MXD areas, there should be a greater number of pedestrian-scale lights as opposed to fewer, taller high-intensity lights. Light sources for and from parking structures (if utilized) should be screened from direct view along adjacent streets and sidewalks.
- Walkways, plazas, and courtyards that are considered interior to the site shall provide exterior lighting under a maximum height of fourteen feet (14'). The Reviewing Party may allow a height greater than fourteen feet (14') on a case-by-case basis depending on the desired use of the site and whether or not the request is consistent with the overall design theme of the MXD/RES MXD areas of Ballpark Village.
- Light fixtures shall be equipped with appropriate reflection and shielded to prevent spillover illumination to adjacent land uses and residences.
- Lighting for pedestrian walkways should be designed for point-to-point illumination, with an emphasis on clearly defining pedestrian walkways and direction of travel.
- Each site shall provide adequate lighting for all walkways coming from building entrances to their respective sidewalks.
- Each site shall provide adequate lighting for all exterior building corners, ends of buildings, and passageways between buildings.
- Recessed entryways must be illuminated.
- The types, styles and colors of lighting that will be permitted shall be evaluated and determined by the Reviewing Party on a case-by-case basis.
- All bulbs and fixtures must be non-glare.

Construction

As soon as earthwork commences, sediment control measures shall be installed in such a way so as to filter all storm water run-off from a site before it enters a public street or public drainage facility. The sediment control system must remain in place and be in good repair until construction is complete and landscaping is installed. Construction activity shall conform to all regulatory agency rules, standards, and criteria governing sediment control.

The use of temporary structures, trailers or portable buildings is permitted. Activities are limited to construction offices, security offices, storage of tools and equipment, and toilets. The Reviewing Party must approve the location, design, and general appearance of all temporary buildings.

Ballpark Village has no temporary dumpsites. All debris shall be removed from the premises during construction and completion of construction. Construction materials shall be kept out of street right-of-ways at all times. All streets are to be kept free of dirt, debris, and spilled concrete. Each builder shall be responsible for street cleaning on a regular basis as determined by the Reviewing Party. "Wash-out" areas for concrete trucks must be provided on all construction sites in locations that are approved by the Reviewing Party. All trash must be kept in enclosed containers and removed frequently so that the site is maintained in a clean and orderly manner.

The Owner/Occupant is responsible for determining the location of existing underground utilities and for the protection of such facilities during the construction process. The Owner/Occupant must consult Arizona Blue Stake, Inc. prior to any excavation.

The Owner/Occupant is responsible for controlling dust and air pollution on the construction site in accordance with the terms and conditions of the Dust Control Prevention Plan, as submitted to the Maricopa County Environmental Services Department under application for an Earthmoving Permit.

Sidewalk Cafes

Outdoor cafes make a significant contribution to the quality of public spaces and street life. The purpose of this section is to provide simple procedures and design guidelines to encourage the establishment of sidewalk cafes when and where feasible and appropriate within the MXD/RES MXD areas. The following standards shall apply:

- Must have an adjacent associated business such as a cafe, coffee shop, delicatessen, restaurant, ice cream or frozen yogurt parlor, or food court.
- Sidewalk cafe furniture shall not block access to pedestrian street crossings, disabled parking spaces, mailboxes, or public telephones (if applicable).
- Outdoor cafes shall provide for a minimum of eight feet (8') of public access across the pedestrian flow of traffic. Conflict between the sidewalk cafe and elements in the street furniture zone is not permitted.

- Outdoor furniture must be of commercial quality to withstand the wear of outdoor commercial use. Plastic tables and chairs are not permitted. Outdoor furniture should be complementary to the adjoining business design and make a positive contribution to the street environment. Only the name and/or logo of the business and/or core product service may be placed on the chairs.
- Umbrellas must be at least seven feet (7') above sidewalk level and shall not interfere with the pedestrian flow. They must be secured from wind gusts but shall not penetrate or damage the sidewalk. Only the name and/or logo of the business and/or core product service may be placed on the umbrella.
- Removable barriers are optional. These barriers may consist of, but are not necessarily limited to: planter boxes, potted plants, and bollards. The Reviewing Party on a case-by-case basis may approve other forms of removable barriers. Chains, ropes, and line markings are not permitted. Removable barriers may not encroach on the pedestrian flow space. Removable barriers will be required when alcohol service is provided.
- Non-removable barriers such as low decorative fences shall be permitted with the design being approved by the Reviewing Party.

Patio and Open Air Service - Alcohol Serving Establishments

The purpose of this section is to provide simple procedures and design guidelines for patio and open air service associated with alcohol serving establishment, when and where such service is feasible and appropriate within the MXD/RES MXD areas. The following standards shall apply:

- Must have an adjacent associated business that serves alcohol, such as a restaurant, entertainment venue, pub or other similar establishments.
- Patio furniture shall not block access to pedestrian street crossings, disabled parking spaces, mailboxes, or public telephones (if applicable).
- The patio or open air service shall provide for a minimum of eight feet (8') of public access across the pedestrian flow of traffic. Conflict between the patio or open air service and elements in the street furniture zone is not permitted.
- Outdoor furniture must be of commercial quality to withstand the wear of outdoor commercial use. Plastic tables and chairs are not permitted. Outdoor furniture should be complementary to the adjoining business design and make a positive contribution to the street environment. Only the name and/or logo of the business and/or core product service may be placed on the chairs.
- Umbrellas must be at least seven feet (7') above sidewalk level and shall not interfere with the pedestrian flow. They must be secured from wind gusts but shall not penetrate or damage the sidewalk. Only the name and/or logo of the business and/or core product service may be placed on the umbrella.
- Removable or non-removable barriers are required. These barriers may consist of, but are not necessarily limited to: planter boxes, potted plants, and bollards. The Reviewing Party on a case-by-case basis may approve other forms of removable barriers. Chains, ropes, and line markings are not permitted. Removable and non-removable barriers may not encroach on the pedestrian flow space. Non-removable barriers such as low decorative fences shall be permitted with the design being approved by the Reviewing Party.

- Other forms of open air service, including special event “beer and alcohol service gardens”, shall be permitted in accordance with all City zoning and use permit requirements.

Open Air Setbacks

Open-air setbacks or jogs in the building façade are permitted. Interior entrances to ground floor retail may be set back to allow for outdoor use such as outdoor dining, outdoor display, or entry forecourts. Elements defining the wall plane at the sidewalk line are encouraged. Open-air setback dimensions will be reviewed and either approved or disapproved by the Reviewing Party on a case-by-case basis.

Street Furniture Zone

Street furniture zones buffer pedestrians from the adjacent roadway(s) and from on-street parking. A street furniture zone is an area where elements such as street trees, signal poles, parking meters, street lights, controller boxes, hydrants, signs, benches, newspaper stands, trash containers and other street furniture can be properly located. If/where utilized, all street furniture shall be located within five feet (5') of the street curb. At the discretion of the Reviewing Party, benches may be required in certain areas, or for all areas, every two hundred fifty linear feet (250lf) or some other distance determined appropriate by the Reviewing Party along front-facing building façades/storefronts. Benches shall be compatible with the surrounding building architecture/design and also complement other street furniture in the area. One trash container shall be provided for every one hundred fifty linear feet (150 lf) of front-facing building façade/storefront or at some other distance deemed appropriate by the Reviewing Party. Trash containers must be compatible with the surrounding building architecture/design and also complement other street furniture in the area.

Awnings

Awnings, canopies, and pergolas (also known as arbors) are strongly encouraged on front-facing building façades/storefronts and may be required if determined by the Reviewing Party. Materials, colors, and forms should be complementary to and derived from the building architecture. Placement of pergolas, canopies, and awnings should be above the display windows and below the storefront cornice or sign panel and should not cover columns, pilasters, clerestory windows or architectural features. Pergolas may run the entire length of a building. Building arcades that are an integral component of the building architecture are permitted in-place of awnings, canopies, and pergolas. Guidelines for awnings are as follows:

- Only traditional sloped fabric awnings are allowed.
- Awnings must complement the architecture of the building.
- When contained within windows, awnings shall fit the frame of the window, door or storefront.
- Awnings should not obscure architectural features.
- Brightly colored plastic or vinyl awnings that are often internally lit or plastic "bubble" awnings are not permitted.

- Barrel shaped awnings should only be used to complement arched windows while rectangular awnings should be used on rectangular windows.
- All awnings and canopies must have a minimum vertical clearance of eight feet (8') above the sidewalk.
- Awnings and canopies must be attached directly to the building without requiring poles, sidewalk support, or visible guy wires from the top.
- On buildings wider than twenty-five feet (25'), awnings and canopies must be segmented to articulate each display window and provide a sense of proportion to the façade.

Site Design Criteria (Specific to the RES MXD Area Only)

Due to the contemporary and urban-like vision of Ballpark Village, there is no required minimum separation between buildings. If parking structures are utilized instead of or in conjunction with surface parking, such structures shall be located behind residential buildings. If utilized, the Reviewing Party shall approve or disapprove the amount of perimeter wall exposed to a public street on a case-by-case basis, but as a general guideline, such structures shall not have more than twenty five percent (25%) of its perimeter walls exposed to a public street. Any portion of a perimeter wall exposed to a public street shall be screened with an appropriate amount of landscaping.

If a balcony is offered for residential units, the size should be a minimum of forty square feet (40sf) each, or such other size deemed appropriate by the Reviewing Party. For the purposes of this section, a patio is considered a ground floor balcony.

Goodyear Ballpark Specific Criteria

The Ballpark shall have a clean, contemporary style appropriately detailed for its regional desert setting and shall provide a pedestrian promenade and/or walkway around the entire field.

Ballpark concessions' buildings along certain surrounding north/south and east/west roads may be 'pods' at the ground level with entry plaza openings into the ballpark concourse between them.

Section D: Residential Land Use Design Guidelines

The Residential ("RES") components of Ballpark Village shall be designed in a manner that is: a) aesthetically pleasing and complementary to the surrounding Ballpark Village development; b) has its own sense of identity; and c) as described within the 2017 PAD, has a unique residential character within a distinct setting. The following sections provide for general guidance as to how the community is to be developed, with the last section identifying certain architectural and exterior design elements that must be incorporated pursuant to a "minimum standards" point accumulation system.

Garage Design

The character of a community is predominantly defined by the street-scene experience. De-emphasizing the visual impact of garages allow the active architecture and style to permeate the street-scene and reinforce the community's identity. Architectural enhancements, such as relief given to front facing garage doors to minimize visual impact are recommended. Projections, pop-outs, cantilevers, recessed garage doors and corbels are just a few examples of design elements that can also be utilized for front facing garage doors if these items are consistent and in harmony with the overall contemporary and urban-like architectural theme of the community.

Front facing residential garages (non-alley loaded homes) should be positioned in a manner that de-emphasizes their visual impact on the street. This will allow the active, visually interesting features of the building to dominate the streetscape.

Garage doors should be compatible with the architectural style of the residence. In order to avoid the impact of garage doors, it is encouraged that they be appropriately treated with one or more of the following:

- Decorative relief cuts
- Panels
- Small decorative windows

Corner Lot Treatment

Homes and/or buildings on street corners have a high degree of visibility and impact on the community's image. Placement of homes and/or buildings on street corners shall be done sensitively, with side elevations designed to have a similar level of detail and articulation as the front elevation. Enhancements may include, but not necessarily limited to, one or more of the following:

- Wrap-around porches or courtyards
- Enhanced window treatments
- Roof plane breaks
- Accent colors, materials and detailing

- Pop-outs

Perimeter Edges & Open Space

Neighborhood identity is closely tied to the community's perceived interaction with neighboring developments, open space networks and edge conditions. Sensitive treatment of these edge conditions can define the community image and enhance the standard of living enjoyed by its residents.

"Community Perimeter Edges" are considered to be South Estrella Parkway and South Wood Boulevard. Perimeter lots are those having a side or rear elevation exposed to a Community Perimeter Edge.

When possible, the design and placement of buildings and/or homes on lots located along a public/private street and that are visible from open space and parks should be designed to avoid a monotonous edge condition. Such homes shall incorporate one or more of the following elements:

- Perimeter Open Space/Retention Tracts – Provide an open space/retention tract along South Estrella Parkway and South Wood Boulevard of a sufficient width to accommodate the permitted amount of retention in these areas. The total amount of surface type retention that can be used in a given tract(s) is sixty five percent (65%). If underground retention is used, up to eighty percent (80%) of a given tract(s) may be utilized, if designed such that the landscaping character is maintained.

- Pedestrian Connectivity – Pedestrian connectivity is an element of design is encouraged to be provided within the RES components of Ballpark Village. A highly connected neighborhood adds to the identity of a community and provides a sense of place. The pedestrian circulation system should connect neighborhoods to adjoining neighborhoods, parks, and amenity open space(s). All pedestrian circulation systems shall contain a minimum four foot (4') wide sidewalk unless adjacent to a public/private street. If adjacent to a public/private street, sidewalks shall be a minimum of five feet (5') wide. The circulation system should connect to the periphery of the RES area and allow access to South Estrella Parkway and South Wood Boulevard, providing access to the ballpark and other adjacent destinations.

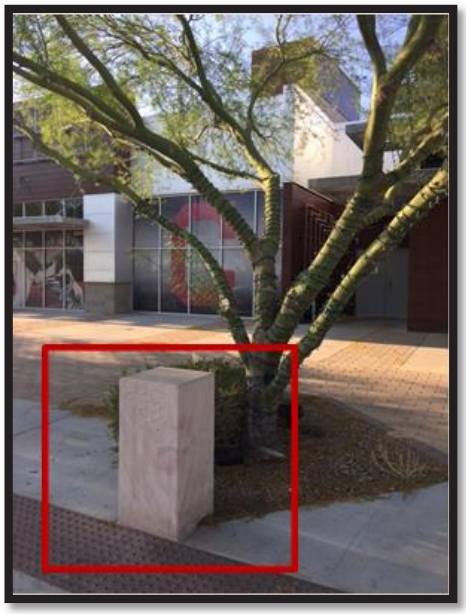
- Enhanced Primary and Secondary Entries – Primary entries from South Estrella Parkway shall be enhanced by providing at least one (1) of the following:

    - Enhanced landscaping
    - Entry monumentation
    - Street art
    - Enhanced paving
    - Water feature
    - Other design elements that complement the project

Secondary entries or access points from South Wood Boulevard and an interior loop road may have enhanced paving at the beginning of a public/private street or alley. Enhanced landscape elements may be placed at the entry driveways to establish identity to these areas.

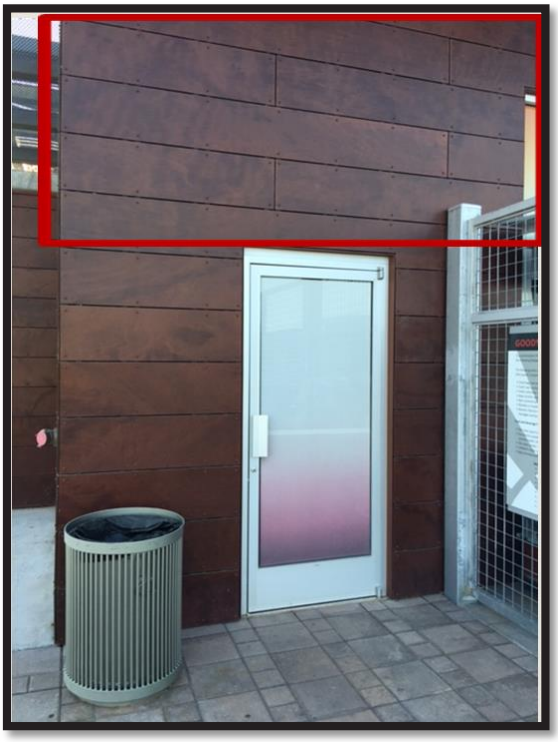
- Required Open Space Materials – To ensure the RES area of Ballpark Village remains compatible with, and complements the Goodyear Ballpark, certain design elements from the Ballpark and its immediately adjacent areas shall be introduced into the open space, amenity feature(s) and/or entryways of the community. The following list of materials (or representative examples) shall be incorporated into the overall design of these areas (exact materials, amounts, colors, form of integration and placement of each to be determined during the site planning process):

Board-formed finished concrete – entry monumentation areas (earth tone or natural grey)





Metal/composite cladding with wood like texture





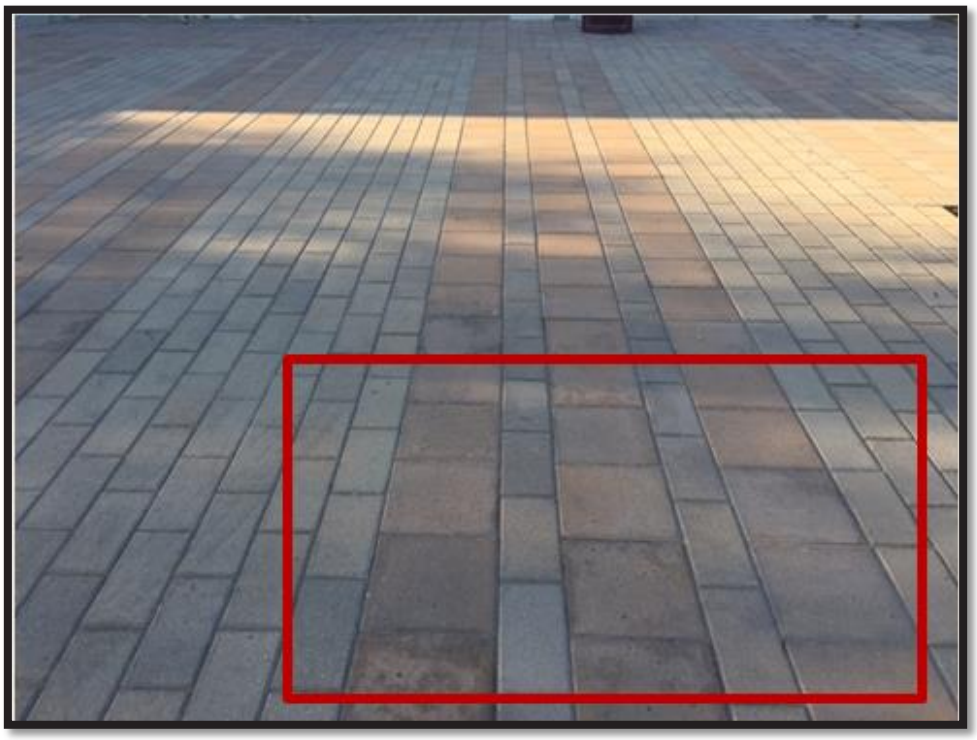
Welded wire fencing – (painted steel or galvanized)

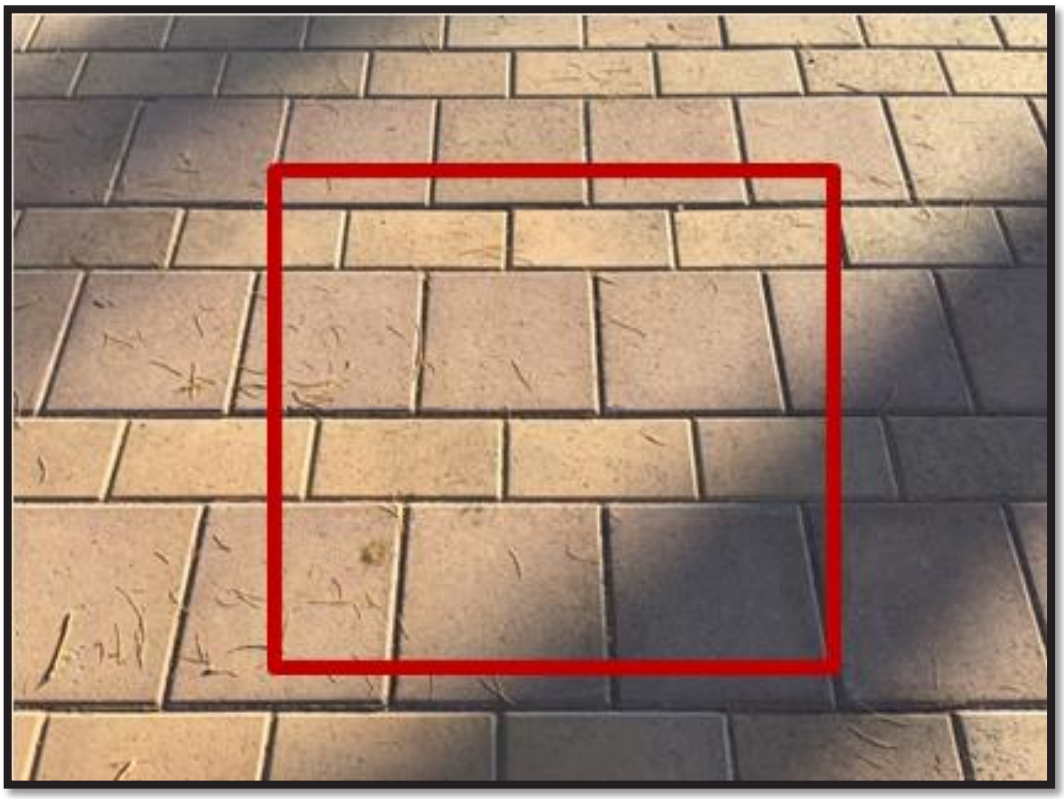


Park style pre-fab bench with horizontal flat slats

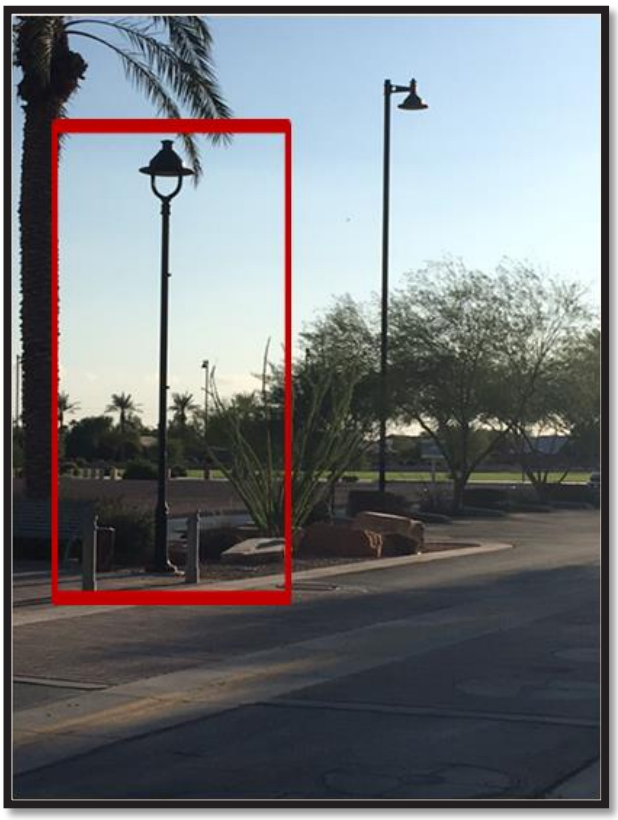


Pavers with banding in three patterns – modern accent style





Ornamental community open space (pedestrian) lighting that is complimentary to existing Goodyear Ballpark pedestrian lights



Angular boulders (color to be determined)

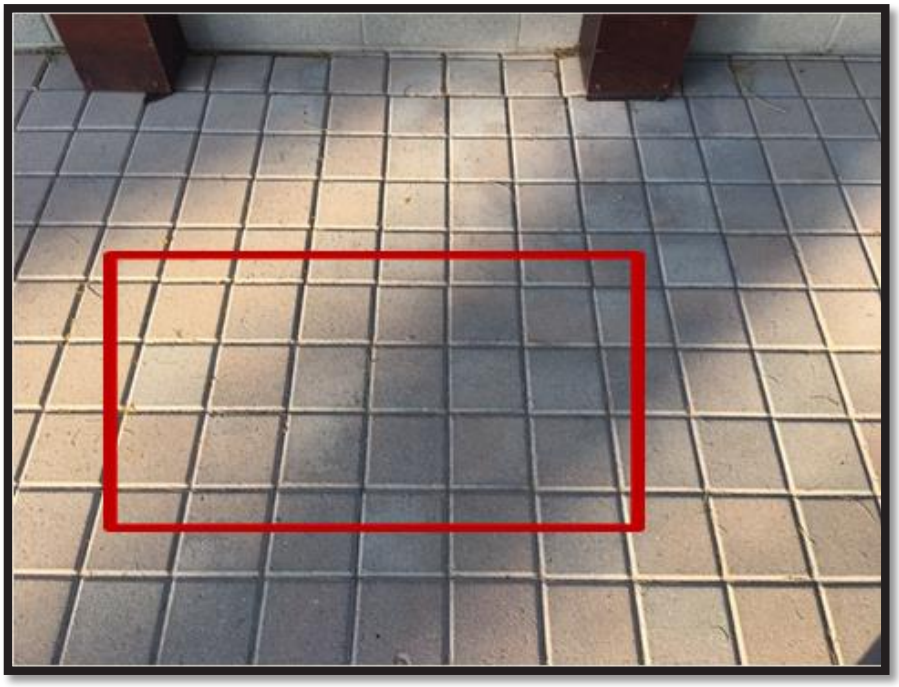


Metal awning and horizontal metal cladding

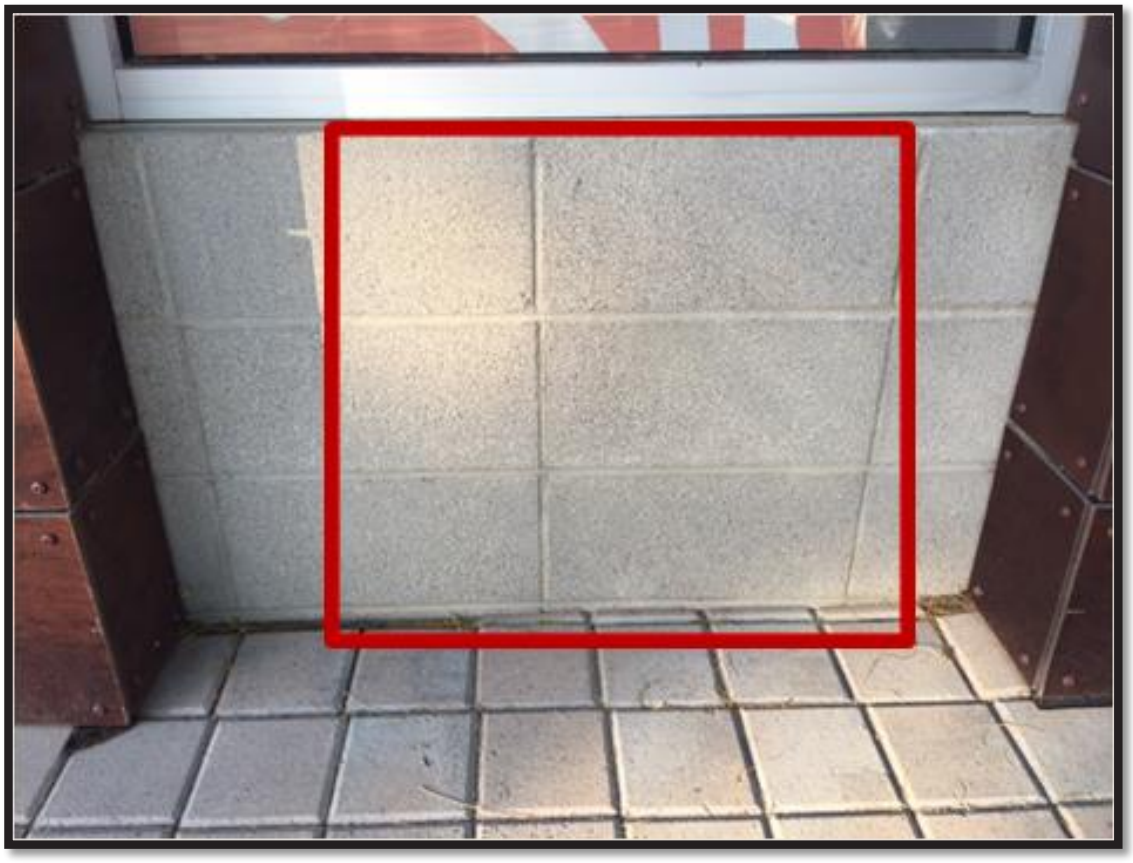




Square concrete pavers



Pre-cast concrete block



"Weathered" corrugated metal cladding





Metal columns/supports with symmetrical metal mesh



Stainless steel/aluminum reverse-pan channel lighting



- Walls in Public View – Subdivision perimeter walls may include columns with caps, and/or decorative stone. Incorporation of decorative wrought iron, trellises, raised planters, or other artistic features in context with the area may also be utilized. Perimeter walls shall incorporate various textures in conjunction with landscaping to provide visual interest and to soften the appearance of perimeter walls. Columns should break up perimeter walls at regular intervals. As an alternative to a perimeter wall, wrought iron fencing may be considered. This will help to provide a sense of connection with the larger neighborhood.

- Variation of Roof Planes – A variety of roof forms will not be required due to Ballpark Village's contemporary and urban-like design theme. In addition, there is no limit on the number of homes that may have similar or identical roof forms facing the Community's Perimeter Edges since the architectural theme requires a more uniform appearance.

- Articulated Building Massing – When feasible, a building's mass should be broken down into smaller elements to provide visual interest and articulation to the neighborhood street-scene.

- Architectural Enhancements – Rear and/or side elevations that abut or are immediately adjacent to a public/private street(s) shall be sufficiently articulated to provide visual interest. Examples of these enhancements shall include, but are not be limited to:

    - Enhanced window treatments (required on all units and front elevations that abut or are immediately adjacent to a public/private street(s))
    - All homes within the community should have at least two (2) of the following:

        - Offset wall planes (minimum offset of 6")
        - Roof plane breaks (not applicable on flat roofs)
        - Window awnings
        - Introduction of accent building materials and colors
        - Introduction of accent elements such as clay vents, out-lookers, and decorative grille work consistent with the front elevation's architectural style.
        - Other similar types of features that provide articulation to the visible side or rear elevation.

- Architectural Criteria – The architecture of a home or building is comprised of three (3) basic components regardless of its architectural style. These architectural components consist of building façades, roofs, and detail elements. When these components are combined and designed appropriately, a cohesive yet diverse environment will be realized; one that is consistent with the goals and objectives for Ballpark Village. The following criteria shall be required:

    - A minimum of three (3) floor plans shall be offered within each subdivision.

- Due to the unique nature of the contemporary and urban-like design: a) there shall be no requirement as to the minimum number of elevations to be offered within each subdivision; b) there shall be no restrictions on the location of plans and elevations in relation to each lot (i.e., Plan 1 Elevation A can be built next door to or across the street from Plan 1 Elevation A); and c) homes with the same plan (i.e., Plan 1 Elevation A and Plan 1 Elevation B or C) that are proposed to be built next door or across the street from one another shall be allowed to use the same roof style.

- Building Form – Although it is important to promote visual interest throughout the community, contemporary and urban-like architecture design utilizes consistent building forms while still providing a visually diverse environment. Due to the unique design theme envisioned for Ballpark Village, a variety of building forms will not be required within the RES community. The following enhancements are encouraged to supplement the contemporary and urban-like architectural theme:

  - Articulation of wall planes
  - Projections and recesses to provide shadow and depth
  - Simple bold forms
  - Although not required, frontal elevation wall planes can be staggered to create additional interest along the street-scene, while articulation and architectural details should be added when visible from public spaces.

Building Materials & Colors

The design of residences should use building materials that are consistent with the proposed architectural style. All surface treatments or materials should be designed to appear as an integrated part of the design, and not merely applied. All materials shall: a) wrap columns, porches, or balconies in their entirety; and b) change to another material at an inside corner. A material that is applied to a "wrapped architectural enhancement elevation" shall turn the outside corner of the building a minimum of two feet (2') before terminating.

A range of color tones, consistent with the proposed architectural style, should be used throughout the neighborhoods of the RES component of Ballpark Village. The extensive use of bright and vibrant colors is not permitted. Contrasting colors (either lighter or darker than the main body color of the residence) are encouraged for trim and accent elements (i.e., fascia, eaves, doors, awnings, window trim, porch railings, garage doors, etc.). Due to the unique contemporary and urban-like design of the community, no minimum number of color schemes or roof color schemes will be required for each subdivision or for each product line within the community.

The following illustrates the range of color tones and form of implementation the Reviewing Party will be looking for in all paint color approval processes. THESE ARE NOT MANDATORY COLORS, NOR COMBINATIONS OF COLORS, BUT RATHER EXAMPLES OF WHAT COULD BE DEEMED ACCEPTABLE BY THE REVIEWING PARTY.

Body of Residence/Residential Building Structure (Primary Base ≥75% of all Exterior Painted Surfaces)

(Maximum of 2 primary base colors plus a minimum of one secondary base colors shall be utilized – all must be complimentary to each other)

Acceptable: Appropriately muted and non-vibrant variations of white tinted shades, greyish hues/shades, brownish & tan hues/shades and other earth-tone colors complimentary to the overall Ballpark Village theme.



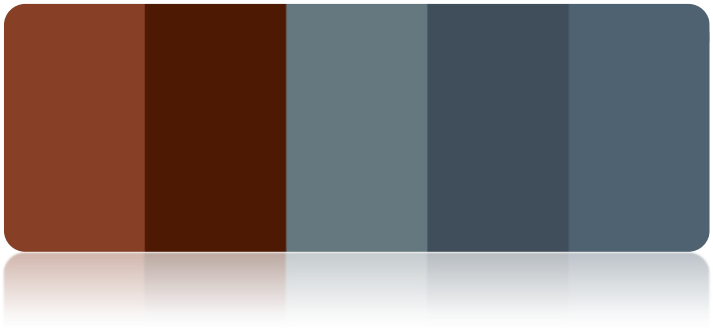
Trim/Accents & Secondary Base (as a Secondary Base ≤25% of all Exterior Painted Surfaces)

(1 color per residence or residential building – must be complimentary to body color)

Acceptable: Appropriately muted and non-vibrant variations of white tinted shades, greyish hues/shades OR reddish hues/shades, brownish & tan hues/shades and other earth-tone colors toned reds and/or blues that complement the base colors and are compatible with the overall Ballpark Village theme.



OR



Entry Doors/Garage Doors

(1 matching color set per residence – must be complimentary to body and trim/accent colors)

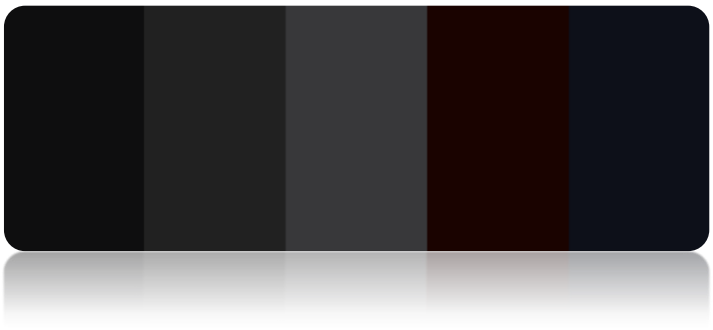
Acceptable: Appropriately tinted whites and greys along with correctly toned reds and/or blues and earth tones that complement all other components of the color scheme within the community and compatible with the overall Ballpark Village theme.



Exterior Hardware & Ancillary Materials

(1 theme that is complimentary to the color palate of each residence or residential building)

Acceptable: Stainless steel or brushed nickel appearance hardware and/or appropriately tinted greys, black and correctly toned reds, blues or browns. All exterior hardware & ancillary materials must complement the color schemes to which they serve and be compatible with the overall Ballpark Village theme.



Roof Form & Slope

Roof treatments throughout the community may be consistent and homogeneous in order to promote the contemporary and urban-like design theme of Ballpark Village. Minimum overhangs shall complement the architectural style and will be reviewed on a case-by-case basis during the design review process. Roof slopes shall be consistent with the architectural style of each residence. Broken roof pitches extending over porches, patios or other similar features are encouraged where appropriate and when in harmony with the architectural style. Parapet roof forms may also be utilized to complement the contemporary and urban-like design theme.

Roof Materials

The following roof materials and designs are consistent, or may be considered acceptable with supporting features (i.e., parapet wall), with the contemporary and urban-like design theme of Ballpark Village:

- Concrete barrel
- Engineered composite
- Concrete flat tiles
- Concrete shake
- Standing metal seam roof
- Metal panel slate profile
- Composite shingles
- Solar shingles
- Other appropriate and aesthetically pleasing materials utilized for flat roof construction

Composite shingles are permitted as an architectural accent element, but its use is subject to approval via the design review process. All "S" style tiles shall not be permitted. Skylights are permitted, but should be designed as an integrated part of the roof. White "bubble" skylights shall not be permitted unless completely hidden from public view. Skylight framing material should be bronze anodized or colored to match the adjacent roof. All conduit and electrical panels must be painted to match the color of the residence.

Entries

The entry of a home should be the focal point of the building's front elevation. Roof elements, columns, porticos, recesses or projections, window or other architectural features can be utilized to articulate the entryway.

Courtyards

Courtyards may be utilized as a transition from the street-side public space to the entryway of the home. Courtyard walls shall be finished to match the house and may be embellished with accents that are appropriate to the architectural style of the residence.

Porches, Patios & Balconies

Porches and patios, if or when utilized, should be designed as an integrated component of the building's architecture and have a minimum depth of four feet (4'). Porches should have railings and be fully covered in one of the following ways:

- Roof element that match the residence
- Trellis structure
- Second floor balcony or overhang

Patios, if utilized, shall not be required to be covered due to the style of housing envisioned within the RES component of Ballpark Village.

Although not required, second and third story balconies are encouraged to provide further visual interest to the street-scene while increasing the perceived front setback of the second story. If utilized, balconies shall have a minimum depth of three feet (3') and should be designed as an integrated component of the home's architecture. Columns used in conjunction with balconies should convey a sense of strength and support.

Columns & Archways

The use of columns and archways adds articulation to the character of the residence and is encouraged where appropriate. Columns and archways should be scaled appropriately to provide a sense of strength and support that is compatible with the architectural style of the home.

Trellis & Arbors

If trellis and/or arbors are utilized, they should be designed in a manner that helps maintain their appearance over time.

Window Openings

At least one principal window is required on front elevations. Principal windows are defined as one of the following:

- A prominent window recessed a minimum of two inches (2") or having a minimum two-inch (2") pop out surround.
- A bay window with a minimum two inch (2") projection and detailing appropriate to the architectural style of the residence.
- A minimum two-inch (2") deep pot-shelf with corresponding roof element and corbels.
- An overhead trellis element projecting a minimum of two inches (2").
- Decorative iron window grille that projects forward off the wall plane a minimum of two inches (2").
- A decorative window awning on at least one window.

Rear elevations that abut or are immediately adjacent to a public/private street(s) require the use of at least one principal window as defined above. Side elevations that abut or are immediately adjacent to a public/private street(s) are required to have a principal window treatment.

The style of windows shall be compatible with the architectural style of the home. Aluminum or vinyl extruded frame windows shall be appropriately colored to match or complement the body of the residence or the residence's trim colors. Window glazing may be clear or tinted. Reflective glass shall not be permitted.

Detail Elements

Detail elements such as awnings, overhangs, recessed windows and vertical/horizontal features such as architecturally compatible windows and doors and/or other features are encouraged to provide visual interest to the residential architecture.

Chimneys

Chimneys and particularly chimney caps should be simple in design so as to not distract from the buildings architectural style. The design of chimneys shall be compatible with the architecture style of the residence. The following features are appropriate:

- Tile caps, brick or tile banding
- Elaborate chimney tops/shroud shall be appropriate to the architectural style.
- Decorative metal tops/shroud shall match trim colors.

Exposed flues and extravagant metal fireplace caps are prohibited.

Driveway Criteria

Where provided, the minimum length for a driveway that is designed to accommodate parking shall be eighteen feet (18') from the opening of the garage door to the back of sidewalk. Driveway aprons shall range from a minimum of two feet (2') to a maximum of five feet (5') where parking is prohibited within such apron.

Satellite Dishes

When feasible, satellite dishes one meter (1m) in diameter or smaller shall be sited so they are not visible from public/private streets, community open space/parks, or shared pathway easements. Satellite dishes over one meter (1m) in diameter are prohibited.

Gutters & Downspouts

If utilized, exposed gutters and downspouts shall be color matched or shall complement the surface to which they are attached. Downspouts may be allowed within the interior and/or exterior of residences.

Storage Buildings

Storage buildings must have the same level of architectural detailing as the residential structure(s) it is serving. The maximum height of a storage building must be lower than the perimeter residential wall unless the Reviewing Party approves a height that exceeds the height of the perimeter residential wall.

Solar Panels

Solar panels shall be mounted directly to a roof plane and be integrated into the roof design. Roof mounted solar panel equipment shall be similar to the roof in color and appearance and have a reflectivity value of twenty percent (20%) or less. Non-camouflaged solar panel equipment shall be located behind parapet walls of equal height to the equipment. Solar panels are to be integrated into the roof design, flush with the roof slope, and the frames must be colored to complement the roof. Mill finish aluminum frames are prohibited and support solar equipment shall be enclosed and screened from view.

Mechanical Equipment

No mechanical equipment (i.e., air conditioning/heating units) shall be mounted on, or attached to, any sloped roof. Mechanical equipment, when mounted on flat roofs, must be completely screened by parapet walls that are at least as tall as the equipment. If visible from public/private streets, community open space/parks, or shared pathway easements, ground mounted mechanical equipment must be screened by walls at least six inches (6") higher than the equipment and located away from pedestrian paths and community amenities/services. Such walls shall match the appropriate architectural styles in both color and material. Mechanical devices such as exhaust fans, vents, and pipes shall be painted to match adjacent roof surfaces.

Trash Enclosures

Trash enclosures shall be constructed of concrete masonry units finished in a manner that is similar to homes or buildings they serve. All trash enclosures shall have opaque metal gates that are designed in a manner that is consistent with the overall architectural theme of the community.

Carports

Carports within a multi-family development should be designed and be of a color that complements the architecture of the buildings they serve. Flat metal roofs and metal supports shall be permitted as long as they are in harmony with the design of the community.

If desired, single-family components of Ballpark Village may integrate carports into the overall design of the community, but such carports shall also complement the design and color of the buildings they serve.

Detached Garages

If provided, detached garages shall have the same form of architectural character/treatment as the main homes or buildings they serve. Six (6) car detached garage structures are preferred as a maximum for multi-family developments. All detached garage structures shall have a minimum four-inch (4") garage door recess.

Mailboxes

Grouped or ganged mailboxes shall be located within centrally located areas throughout each component of the RES area of Ballpark Village. If a mailbox enclosure is proposed, it shall complement the architectural character of the community. Grouped or ganged mailboxes shall also meet all federal accessibility standards.

Clubhouse & Recreation Buildings

Clubhouses, recreation buildings, and other support buildings shall complement the architectural style of the community and the overall character of Ballpark Village.

Community/Entry Signage

Community/entry signage shall be tasteful, consistent and complementary to the architectural design theme of the community.

Architectural Design Features & Elements

In order to promote a contemporary and urban-like theme throughout the RES portion of Ballpark Village, the following table shall be utilized by all homebuilders, including multi-family builders, for the design review submittal process. Each submittal shall meet or exceed the accumulated minimum point requirement shown at the bottom of the table. Examples of each feature and element follow the table.

Architectural Design Features & Elements	Allocated Points	If a Feature/Element is Selected, Enter Points Here
Use of the following throughout each subdivision or multi-family site as a standard item on/for all residential units or buildings:		
Flat roof architecture	10	
Partial or complete use of standing seam metal roof	10	
Front elevation balcony (use of balconies by multi-family builder)	9	
Smooth sand finish exterior stucco	7	
Horizontal and/or vertical stucco control joints within exterior design	8	
Partial use of lap siding - complimentary to smooth sand finish stucco exterior	6	
Exterior square corner/straight edge stucco treatment	4	
Flat tile as roofing material	4	
Flush/flat or square/rectangular garage & entry door panels (must have contemporary theme)	5	
Opaque glass within garage door (top row windows only – square or rectangular design)	5	
Clear glass within garage door (top row windows only – square or rectangular design)	2	
Opaque glass within entire garage door (square or rectangular panels)	9	
Opaque glass utilized within front entry door (asymmetrical/offset or window area ≥40% of door - square or rectangular panels)	5	
Clear glass utilized within front entry door (asymmetrical/offset or window area ≥40% of door - square or rectangular panels)	3	
Stone/brick veneer or other appropriate style of paneling on front elevation	6	
Stone/brick veneer or other appropriate style paneling on front & rear elevations	8	
Parapet wall(s) at roof line (visual appearance that ≥33% of front facing roof is flat when viewed from the front of the home)	9	
Horizontal window pop-outs (non-full surround pop-outs)	3	
Metal awning over at least one (1) front elevation window	7	
Metal awning over garage	8	
Metal awning over main entry	7	
Metal railing for front elevation balcony	8	
Contemporary styled coach lights and address/unit identification placards	2	

Inclusion of welded-wire paneling into side-entry gates or other design element within front elevation	4	
Full metal side-entry gates	5	
Clean, symmetrical & hard-edged landscape design with contemporary themed lighting and use of metals or concrete	9	
Clean, symmetrical & hard-edged landscape design with contemporary themed lighting - no use of metals or concrete accents	7	
Non-typical, symmetrical square/rectangular driveway patterns (includes use of stone, pavers brick or detached concrete sections)	8	
Non-typical, symmetrical square/rectangular walkway patterns (includes use of stone, pavers brick or detached concrete sections)	6	
Exposed aggregate driveway	3	
Exposed aggregate walkway	2	
For single-family attached & detached housing, if the following choices are provided to home buyers as optional elevation treatments or exterior design elements (on/for all residential units or sections of buildings & not a standard item), the following shall apply:		
Flat roof architecture	5	
Partial or complete use of standing seam metal roof	5	
Front elevation balcony	4.5	
Partial use of lap siding - complimentary to smooth sand finish stucco exterior	3	
Flat tile as roofing material	2	
Opaque glass within garage door (top row windows only – square or rectangular design)	2.5	
Clear glass within garage door (top row windows only – square or rectangular design)	1	
Opaque glass within entire garage door (square or rectangular panels)	4.5	
Opaque glass utilized within front entry door (asymmetrical/offset or window area ≥40% of door - square or rectangular panels)	2.5	
Clear glass utilized within front entry door (asymmetrical/offset or window area ≥40% of door - square or rectangular panels)	1.5	
Stone/brick veneer or other appropriate style paneling on front elevation	3	
Stone/brick veneer or other appropriate style paneling on front & rear elevations	4	
Parapet wall(s) at roof line (visual appearance that ≥33% of front facing roof is flat when viewed from the front of the home)	4.5	
Metal awning over at least one (1) front elevation window	3.5	
Metal awning over garage	4	

Metal awning over main entry	3.5	
Metal railing for front elevation balcony	4	
Inclusion of welded-wire paneling into side-entry gates or other design element within front elevation	2	
Full metal side-entry gates	2.5	
Clean, symmetrical & hard-edged landscape design with contemporary themed lighting and use of metals or concrete	4.5	
Clean, symmetrical & hard-edged landscape design with contemporary themed lighting - no use of metals or concrete accents	3.5	
Non-typical, symmetrical square/rectangular driveway patterns (includes use of stone, pavers brick or detached concrete sections)	4	
Non-typical, symmetrical square/rectangular walkway patterns (includes use of stone, pavers brick or detached concrete sections)	3	
Exposed aggregate driveway	1.5	
Exposed aggregate walkway	1	
Total Points Required	**65**	
Total Points Accumulated		

Examples of Architectural Features & Design Elements Considered Acceptable

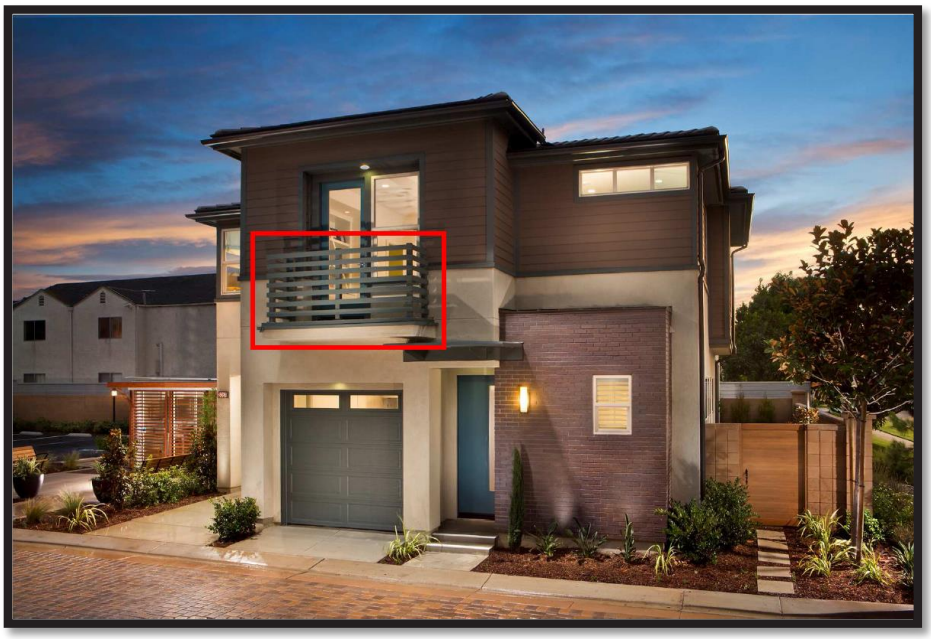
Flat roof architecture



Standing seam metal roof



Front elevation balcony





Smooth sand finished exterior stucco

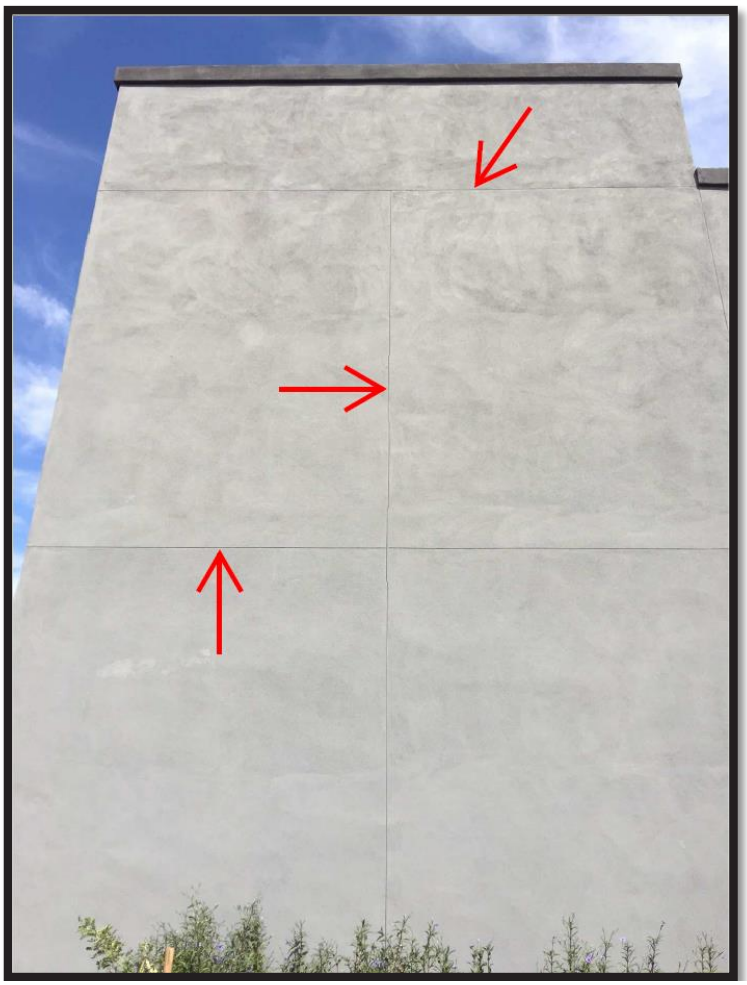






Horizontal and/or vertical stucco control joints

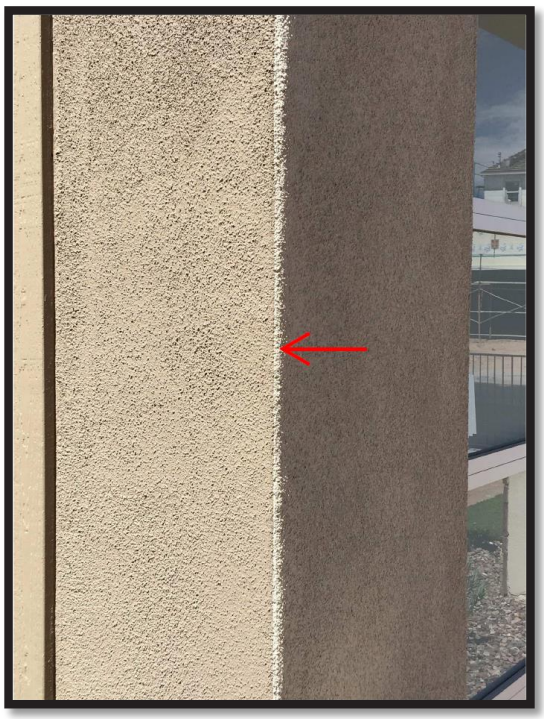




Partial use of lap siding - complimentary to sand finish stucco exterior



Exterior square corner/straight edge stucco treatment



Flat tile roofing material



Flush/flat or square/rectangular garage pattern & example of clear glass along top row



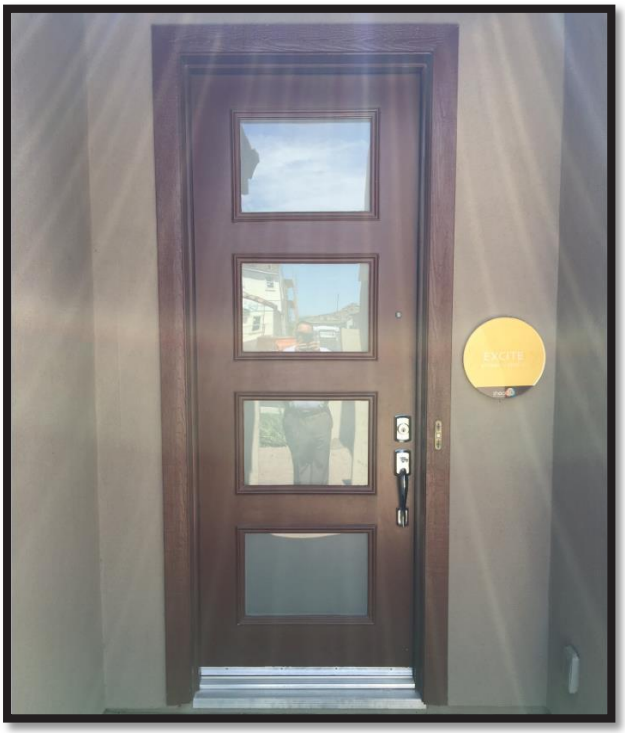
Flush/flat or square/rectangular garage pattern & example of opaque glass along top row



Full opaque glass garage door (square or rectangular design)

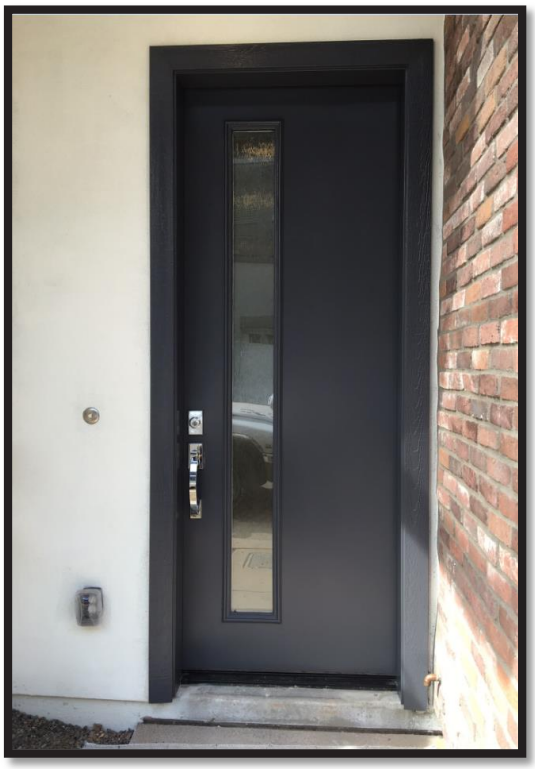


Opaque glass utilized within front entry door (square or rectangular panels)



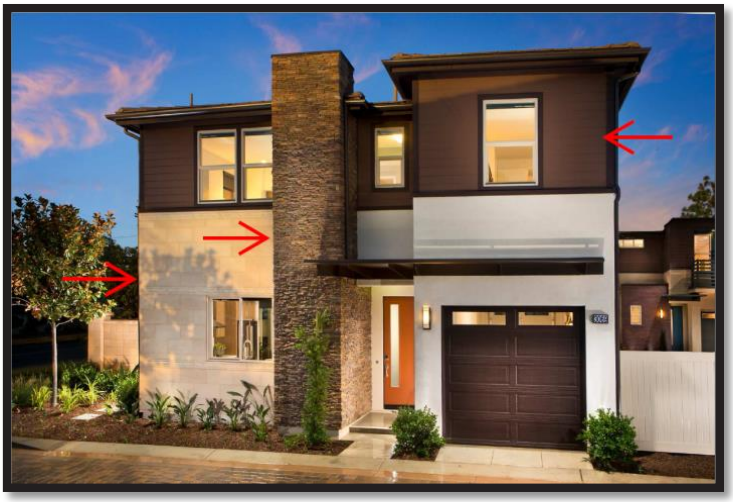
Clear glass utilized within front entry door (square or rectangular panels)





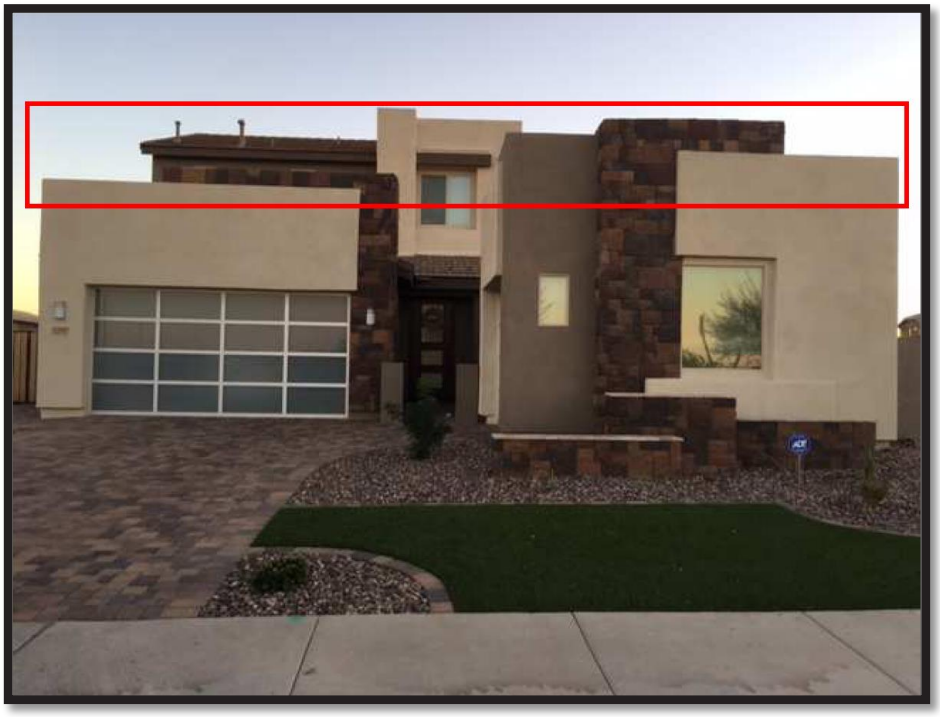
Stone/brick veneer or appropriate style paneling







Parapet wall(s) at roof line





Horizontal window pop-outs



Metal awning over front elevation window(s)





Metal awning over garage





Metal awning over main entry



Metal railing for front elevation balcony



Contemporary style coach lights & address identification placard







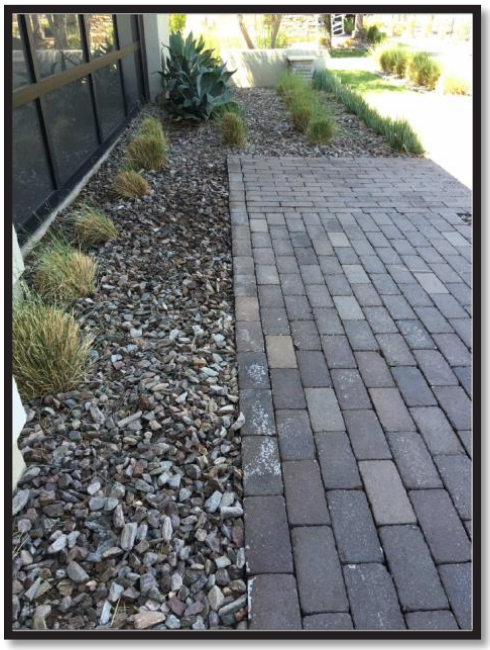
Welded-wire paneling (galvanized shown/painted version acceptable)



Full metal side-entry gates



Clean, symmetrical & hard-edged landscape design







Non-typical, symmetrically patterned square/rectangular driveway & walkway designs







Exposed aggregate driveway & walkway



Section E: Commercial Land Use Design Guidelines

The Commercial Land Use ("COM") component of Ballpark Village shall be designed in a manner that produces a highly functional and engaging goods/services oriented development that is architecturally compatible with the remainder of Ballpark Village (as intended within the 2017 PAD).

General

A pedestrian connection is required along Estrella Parkway from the Public Facilities area (specifically the PFD-3 land use area) and the COM area at the Northeast corner of Estrella Parkway and Bullard Avenue.

Sidewalks between buildings and parking lots shall be a minimum of five feet (5') and a maximum of twenty feet (20').

All buildings on the same site should demonstrate a strong spatial and functional relationship to each other. In addition, buildings should generally demonstrate a variety in size and mass. When feasible and desired, portions of primary buildings and freestanding buildings should be oriented toward the streets.

Access & Circulation

All walkways that traverse vehicle drive aisles shall be distinguished with either stripping or hardscape materials such as specialty pavers or stamped colored concrete (whichever is deemed more appropriate by the Reviewing Party for the area in which it serves). Stripping or decorative materials should be used to clearly delineate pedestrian travel areas from drive aisles. Specialty paving material for walkways shall be developed in accordance with ADA requirements.

The use of stamped concrete, stone, brick or granite pavers, exposed aggregate, or colored concrete can be utilized (where appropriate) to serve as a traffic calming function to promote pedestrian safety and to minimize the negative impact of large expanses of black asphalt pavement on parking lots. The entry throat into the development can also be distinguished with hardscape materials such as pavers, or patterned, stamped or colored concrete.

Bollards should be considered to separate pedestrians from vehicular traffic areas and to light sidewalk surfaces. If utilized, bollard design should be coordinated with other streetscape furnishings.

Utilities & Mechanical Equipment

Ground mounted equipment should be screened from view by a wall that complements the building in which it serves, a landscape feature that is compatible with the architecture of the

development, placed in underground vaults, a combination thereof, or other screening method deemed acceptable to the Reviewing Party.

Electronic surveillance equipment or alarm hardware should be of a color that is consistent or complementary with the adjacent building. To the extent practical, any wiring should be concealed or shielded from public view.

When feasible or practical, backflow preventers for landscape irrigation and domestic water shall not be located at visually prominent locations. If they are, or if they are within public view, they should be screened with shrubs, berming, low-screen walls, a combination thereof, or other screening method deemed acceptable to the Reviewing Party. Cages painted in earth-tone colors shall be permitted.

All roof-mounted mechanical equipment shall be screened from street-level public view (to the extent such screening is feasible or practical). For developments abutting residences, mechanical equipment shall be screened from such residences to the extent feasible or practical. All screening materials should be compatible with the colors, materials, and design of the building.

Building Design

Building design should express a single, strong architectural theme with substantial and consistent architectural detailing except that individual storefronts may exhibit different but compatible themes. Buildings should be designed to promote walkability and enhance pedestrian activity. Building elements such as large, blank building walls and loading areas, which disrupt the continuity of shops and businesses are not permitted along pedestrian corridors. An emphasis should be placed on promoting a harmonious development that possesses pedestrian-scale architecture and identifies a hierarchical scale of uses (anchor store(s) should be emphasized as the more significant structure(s)). Pad sites or independent buildings should have their own unique identity but relate to the larger main structure(s).

To the extent it is practical: a) parking areas, pedestrian walkways, elevators, stairwells and recreation areas should be visible from as many windows and doors as possible; b) buildings should be sited so that the windows and doors of one unit are visible from another; c) all four façades of buildings should have windows or simulated windows; and d) energy efficiency techniques should be incorporated into the design of a building.

If a building is situated at the corner of a public street, it should provide a prominent entrance to the retail shop(s) (either at the corner or such other location deemed appropriate by the Reviewing Party).

Where long buildings are unavoidable, their linearity should be mitigated by changes in the building height, wall plane, and spatial volumes and by varied use of window areas, arcades, materials, roof elements or other architectural enhancements acceptable to the Reviewing Party.

When appropriate, tower elements or other vertical architectural features at "ends" of a shopping center may be utilized. If such features are utilized, they should generally not exceed twice the height of the building they are attached to.

COM Specific Landscape, Open Space & Amenities

Outdoor seating with appropriate levels of shade is an important amenity that should be provided if the types of goods and services provided within the development would benefit from such an amenity.

Visual features such as fountains, interactive fountains and or pop up play fountains can be incorporated into commercial developments to attract pedestrians if such features fit within the development's theme and needs.

Public art can be considered in the design of public spaces, but is not considered a requirement.

A minimum fifteen-foot (15') landscape buffer shall be provided adjacent to any highway right-of-way. Parking lots or structures may be provided adjacent to, but not within, the landscape buffer area.

Potted plants and other ornamental landscaping should be provided to enhance courtyards, plazas, and other gathering areas if such areas are developed. Trees should drain directly into the subsoil and should be protected by grating in hardscape areas.

Water harvesting systems are encouraged, but are not mandatory.

If retaining walls are necessary in retention basins, they should be terraced and/or landscaped to reduce their visual scale. The maximum height of retaining walls in retention basins shall be four feet (4').

When and where practical, landscape areas should provide a three-tier system of groundcover, shrubs and trees. The use of landscaped berms and/or low screening walls adjacent to sidewalks is encouraged, but not necessarily required unless specifically called for by the Reviewing Party.

Building Façades

Building façades greater than fifty feet (50') in length shall meet at a minimum one of the following standards:

- The building façade shall incorporate wall plane projections or recesses. No un-interrupted length of a façade shall exceed fifty feet (50').
- An expression of an architectural or structural bay through a change in plane no less than six inches (6") in depth, such as an offset, reveal, or projecting rib that includes a color, texture, or material change.

- An interruption of the verticality of solid walls with horizontal lines such as interim cornice, windows, openings, punch-outs, medallions, balconies, columns and arches. Builders may not rely solely on storefront signage alone to interrupt façade.
- An interruption of the linearity of the building's façade with gables, tower elements, arches, and roof structures. The overall objective is to create a measured blend of scales and transitions to achieve a character that emphasizes human/pedestrian scale.
- Landscaping can be used in combination with walls to soften "blank" surfaces. Vines planted on walls are encouraged (but not required).
- Other enhancements deemed acceptable by the Reviewing Party.

The above standards may be waived if the applicant can demonstrate an alternative building design that significantly articulates a wall plane.

Street-facing sides of corner buildings shall be treated in a similar manner as the storefront façade.

All exterior surfaces visible from the public street or parking area must present an attractive appearance and must include architectural components found on the building's façade in order to visually link the building together.

Where appropriate and when practical, deep overhangs should be integrated to create shadow and add depth to façades.

The main entry into a store should be emphasized at the street to announce a point of arrival in one or more of the following ways:

- Flanked columns, decorative fixtures or other details
- Recessed within a larger arched or cased decorative opening
- Covered by means of a portico (formal porch) projecting from or set into the building face
- Punctuated by means of a change in roofline, a tower, or a break in the surface of the subject wall.
- Any other architectural features deemed appropriate by the Reviewing Party.

Commercial storefront entries should be recessed and/or sheltered by a covered arcade structure, colonnade, canopy, awning or such other architectural feature deemed acceptable by the Reviewing Party.

When needed to support the type(s) of business represented within the development, the incorporation of balconies or tower elements onto or within the building form is encouraged for both practical and aesthetic value. Balconies can be integrated to break up large wall masses, offset floor setbacks, and add human scale to buildings.

Doors should be designed and constructed to be an integrated part of the architecture of the building.

All project exterior lighting, with the exception of lighting for public streets, should be consistent with the architectural style of the building(s). All styles, colors and materials of lighting fixtures should be harmonious with each other.

Articulation

All sides of a building shall be articulated. The rear and sides of a building not facing a public street do not have to be as articulated as the front, but blank, unarticulated building walls will not be permitted. The rear and sides of a building shall have the same exterior materials as the front.

All buildings should utilize a form of articulation at the ground floor level where storefronts and/or building bays are at least twenty-five feet (25') in width.

Architectural features such as domes, turrets, towers, cupolas, building entry volume or ornamental portions of a parapet walls shall be encouraged. Building entries must be pedestrian in scale and not monumental. Commercial retail center buildings are encouraged to have a recognizable "base". The “base” may consist of, but not be limited to: thicker walls, ledges or sills, integrally textured materials such as stone or other masonry, integrally colored and patterned materials such as smooth finished stone or tile, lighter or darker colored materials, mullions, panels or planters.

Architectural elements, such as, but not necessarily limited to, overhangs, trellises, projections, awnings, insets, material, texture, color, or a combination thereof should be used to create shadow patterns that contribute to the building’s character.

Roof Planes

All roof planes must be compatible with the architecture of the development. Although there are no specific roof types that must be utilized, a roof and its material must be representative of the character of the building(s). Flat roof designs, including flat roofs with parapets, shall be permitted.

Where practical and needed, roof overhangs can be utilized to create useable shade on sidewalk and/or seating areas.

In-line commercial (“strip retail”) rooflines should be varied in height, form and materials. Parapet rooflines should be varied by stepping up and down or incorporating pitched roof elements. Rooflines should be broken at intervals no greater than fifty feet (50’) long by changes in height or step-backs. This guideline does not apply to pad retail (stand-alone buildings).

Parapet walls should be designed and constructed in a manner to appear as a solid, three-dimensional form rather than a veneer. Parapets should include one or more of the following detail treatments:

- Pre-cast elements
- Continuous banding or projecting cornices

- Dentils
- Caps
- Variety in pitch (sculpted)
- Clean edges without unfinished flashing; and/or
- Any other treatment deemed acceptable by the Reviewing Party

Windows & Glass

Clear glass is generally encouraged, but exceptions for spandrel or glass with a colored-ceramic coating adhered to the back by a heat fusion process may be permitted if deemed acceptable by the Reviewing Party. Mirrored, bronze or reflective glass shall only be permitted by specific approval of the Reviewing Party where appropriate.

Windows shall be encouraged to employ design details appropriate to the architecture. The following are examples of what may be used, but other options may also be approved by the Reviewing Party: a) mullions; b) arched windows; c) shutters/faux shutters; d) window surrounds; and d) awnings and canopies to break the scale of the facade into smaller components.

Doors to retail shops should contain a high percentage of glass in order to view the retail contents. Although there is no required minimum, doors should typically provide at least fifty percent (50%) glass area. Each door shall be reviewed, approved or disapproved on a case-by-case basis.

Storefront windows should be as large as possible to maximize the visibility to the storefront displays and retail interior.

Use of clear glass (at least eighty eight (88%) light transmission) on the first floor is recommended and may be required with certain types of uses or if the aesthetics of the development benefits overall from the use of clear glass.

Attention should be paid to materials, placement, depth of recess, and ornamentation, such as window grilles. The intent is to provide a sense of scale by creating shadow lines that result from trim and detailing and by providing details that enhance visual interest.

Downspouts

For the elevation considered to be the primary customer entrance, downspouts should generally be concealed by an architectural enclosure or behind the building's façade (the Reviewing Party may make exceptions). When exposed downspouts are to be used, they shall compliment the architecture of the building it serves and shall only be permitted upon review and approval by the Reviewing Party.

LEED Certification

Although not a requirement, buildings designed within Ballpark Village are encouraged to integrate LEED Certification guidelines and other "green building" criteria into the design of buildings.

The integration of solar panels on roofs and parking lot shade structures (if utilized) shall be permitted subject to the guidelines outlined within this section of the Guidelines.

Building Massing

Non-pad constructed buildings (in-line commercial):

- Varying building mass is required so as to distinguish various uses, landmark buildings, anchors, retail components in the office core, and so on. Long unbroken façades are generally not permitted. Stepping, massing, fenestration or similar architectural treatments should be used to add human scale to buildings. When feasible, building mass/height should relate to adjacent sites and perceived building mass should be reduced by dividing the building mass into small-scale components by providing a well-defined base, middle and top to the building. When and where appropriate, functional public space and pedestrian oriented areas between buildings should be utilized.

- A solid building base may be achieved by elements that consist of, but are not necessarily limited to: low planters and walls, base planting, a base architectural veneer banding (wainscot), treatments defined by a different material, texture, color, or a combination thereof. A distinct building middle may be achieved by the addition of covered walkways, trellises, colonnades, or architectural awnings that provide deep shadow, or other elements the Reviewing Party deems appropriate. A well-defined building top may be achieved by utilizing features such as distinct and multiple architectural roof forms, clearly pronounced eaves, distinct parapet designs, cornice treatments, a combination thereof, or other elements deemed acceptable by the Reviewing Party.

- The use of colonnades (or other appropriate architectural features) along street fronting façades should be considered to reduce the massing of tall buildings and add pedestrian scale and interest.

- Non-entry façades that face roads or views from public spaces should incorporate architectural treatments such as pilasters, recessed areas, and windows with spandrel glass that give the appearance of windows facing the street, or such other treatments acceptable to the Reviewing Party.

Pad constructed commercial (stand-alone buildings):

- Varying individual building mass is encouraged. Long unbroken façades are generally not permitted. Stepping, massing, fenestration or similar architectural treatments should

be used to add human scale to individual buildings. When and where feasible, building mass/height should relate to adjacent sites and perceived building mass should be reduced by dividing the building mass into small-scale components by providing a well-defined base, middle and top to the building. When and where appropriate, functional public space and pedestrian oriented areas between buildings should be utilized.

- A solid building base may be achieved by elements that consist of, but are not necessarily limited to: low planters and walls, base planting, a base architectural veneer banding (wainscot), treatments defined by a different material, texture, color, or a combination thereof. A distinct building middle may be achieved by the addition of covered walkways, trellises, colonnades, or architectural awnings that provide deep shadow, or other elements the Reviewing Party deems appropriate. A well-defined building top may be achieved by utilizing features such as distinct and multiple architectural roof forms, clearly pronounced eaves, distinct parapet designs, cornice treatments, a combination thereof, or other elements deemed acceptable by the Reviewing Party.

- Non-entry façades that face roads or views from public spaces should incorporate architectural treatments such as pilasters, recessed areas, and windows with spandrel glass that give the appearance of windows facing the street, or such other treatments acceptable to the Reviewing Party.

Building Walls

- Expansive lengths of unarticulated building façades are generally not permitted. Blank unarticulated building walls, including end walls exposed to a public street or common area are also generally not permitted.

Non-Building Walls

Walls and other site elements shall be consistent with the established thematic character of the development through the use of appropriate colors, materials and architectural style.

Walls adjacent to retention areas, trails, parks or other useable open space areas should consider incorporating regular undulation or a variation of materials. Where appropriate, view fencing is encouraged.

Approved Materials

- Stucco
- Architectural metals
- Poured-in-place, tilt-up or pre-cast concrete
- Cast stone
- Integrally colored split-face CMU
- Integrally colored honed-face CMU
- "Dryvit"-type systems
- Natural stone and flat stone veneers

- Decorative steel elements
- Painted surfaces that complement the primary building material
- Backlit decorative steel
- Floating steel trellises
- Concrete siding (such as Hardi-plank) or similar
- Glass block
- Tinted storefront glass (non-reflective)
- Perforated metal panels, welded wire material, standing seam, and corrugated panels are permitted as long as the color and texture is appropriate to the setting in which they are located. Metal panels, including corrugated, are permitted when used in a harmonious and creative way. WWF or "link fencing" as a means of articulating façades, creating brise-soliel's or screening parking structures etc., are permitted when used in a harmonious and creative way.
- Other materials as deemed appropriate by the Reviewing Party on a case-by-case basis.

Color Palette & Materials

Harmonious and complementary colors shall be used to visually unify buildings. An overall area-wide color palette is to be developed with complementary accent colors.

Franchise/Corporate businesses should incorporate the architecture and color theme of the development to form a consistent theme throughout.

All developments should employ the integrative use of multiple exterior accent materials including, but not limited to: brick, stone, and masonry in appropriate quantities within the proposed elevations. Material changes shall occur at intersecting planes, preferably at the inside corners of changing wall planes or where architectural elements intersect (such as pilaster, projection or fence line). Material and colors should generally be used to enhance different parts of the building's facade.

If stucco is utilized, a light to smooth finish is generally desired and shall be blended with other finish materials, such as stone, brick, wood, and/or iron.

Earth tone colors shall generally be used. When and where appropriate, a rich, bold color palette may be employed to create a sense of variety and interest to exterior elevations. Bright primary colors will generally be limited to trim and accent feature areas unless such colors are required for corporate identity and approved by the Reviewing Party.

Refuse & Loading Areas

To the extent possible, refuse enclosures and other accessory features should not create blind spots or hiding areas.

Loading areas shall be screened from public view with any or combination thereof, of the following: a) walls that complement the buildings they serve; b) trellis/green screens; c)

berming; d) an appropriate level of landscaping/trees or other such treatments deemed appropriate by the Reviewing Party.

All trash enclosures should be located outside the minimum setback requirements when they are located adjacent to residential units, active open spaces, schools and any other sensitive uses.

Parking

Each use within the COM component of Ballpark Village shall provide adequate parking to either satisfy the City's Zoning Code or conform to the 2017 PAD. Shared parking and consolidated common parking solutions are encouraged but not required. Temporary parking and loading requirements shall also satisfy the City's Zoning Code or as otherwise identified by a shared parking study.

Each owner or occupant of a building ("Owner/Occupant") shall identify construction standards and stall sizes for all parking in conformance with the City's Zoning Code relating to parking and loading requirements.

Parking lots should generally be separated from the sides of buildings by a raised walkway or landscape strip that contains a minimum four-foot (4') width of landscaping. If trees are to be planted, a minimum fifteen-foot (15') width of landscaping area will be required.

When practical, parking lots should be divided into a series of connected smaller lots (80 - 100 parking spaces each) utilizing raised landscape strips at least six feet (6') in width and raised walkways.

Interior landscape islands should be provided between parking spaces, at a rate of approximately one (1) per every twenty (20) in-line parking spaces (40 spaces total), to avoid long rows of non-shaded parked cars. The planting islands shall be approximately 160 square feet (8' by 20') and be protected by a six-inch (6") high curb on all sides. Each planting island should contain two trees. In some cases, where a planting island is to be located immediately in front of a storefront, and such a tree, when mature, would block views of a wall-mounted sign, the required tree may be located in an alternative location where it will enhance an outdoor use area, such as in a plaza or courtyard.

Continuous landscape planting strips should be provided between every forth (4th) row of parking and trees should be provided within the planting strips for shade. Landscape strips should be a minimum of six feet (6') in width, not including a six-inch (6") wide curb on both sides (the planting strips should be wider if they contain a pedestrian pathway). Walking paths or sidewalks should generally be provided (where necessary) within landscape strips to facilitate pedestrian movement to building entrances. These guidelines are intended to promote shade and pedestrian circulation and may be modified based on the configuration, size and orientation of the parcels as long as the basic goals of these guidelines are met.

Planting islands should generally be provided at the ends of parking rows. Such island should be a minimum of three hundred square feet (300sf), with an eight-foot (8') wide minimum planted

width. They should be planted with shade trees, low shrubs and/or groundcover. They should also be protected by a six-inch (6") high curb on all sides.

Canopy or shade-type structures may be installed in parking areas with the approval of the Reviewing Party. Canopy or shade-type structures must be of a material and color that the Reviewing Party believes complements the buildings they serve. Although there are no set design requirements for these structures, the overall design, including the roof, must also complement the buildings they serve. Solar panels may be utilized as accessory features on parking structures and if utilized, they should be designed to accommodate the solar equipment. The equipment, to the extent it is practical, should be treated to be as unobtrusive as possible.

Loading area/dock locations will be reviewed, approved or disapproved on a case-by-case basis, but should generally be located towards the rear or sides of all buildings. Screen wall requirements and/or dimensions shall also be reviewed, approved or disapproved on a case-by-case basis, but should generally be used to screen the loading area from public street(s) and be appropriately "softened" by the use of landscape material when appropriate. The design of the wall, along with the color and materials used, must complement the buildings to which they serve.

The Reviewing Party shall review each parking plan on a case-by-case basis and may allow standards different than what is listed within this section.

Outdoor Storage

Outdoor storage is prohibited except for propane storage/sales, landscape and garden supply center use or as a component of a larger retail facility. Landscape and garden sections must be enclosed and shall be of a height at least equal to that of the materials or equipment being stored; but, in no event, shall be less than eight feet (8'). The screening shall be made of masonry or concrete and shall complement the architecture of the building it serves. Landscaping should be utilized on any side that is visible to the public. A landscaped berm with masonry, concrete or stucco wall complementing the main building may be used, with the berm and wall totaling eight feet or more (8'+) when combined. Landscape and garden center sections that are a component of the main retail building are encouraged to be located within wrought iron (tubular steel) fencing with a masonry wainscot or some other material acceptable to the Reviewing Party. Horizontal propane tanks are allowed and encouraged to be fully screened to the full height of the equipment with compatible screening material.

Outdoor storage of shopping carts is permitted as long as the carts are located behind masonry walls, adequate landscaping or some other screening deemed acceptable by the Reviewing Party.

Outdoor storage is prohibited in service areas and behind buildings unless adequately screened as determined by the Reviewing Party. Cart corrals within parking areas are permitted within locations deemed appropriate by the Reviewing Party.

Gasoline Fueling Stations/Convenience Stores With Gas Pumps and Car Wash Specific Guidelines

To enhance the presence of gas and auto service stations, care must be given to exterior lighting. Overhead lighting of a station shall be controlled to avoid spillover onto adjacent uses. The lighting within the underside of a weather canopy must be recessed to avoid unnecessary glare and control spillover. A weather canopy shall be designed to be complementary to the adjacent building's architecture.

All accessory buildings, including service station canopies, storage facilities, car washes and restroom facilities shall be designed as an integrated component of the site's development and architecture. Building material colors, rooflines, general form and character should match or be compatible with primary building and/or other buildings on the site. Fabric canopies shall be allowed for car wash related areas or such other areas as the Reviewing Party deems appropriate.

In areas developed with a strong street presence, service stations and car washes shall be oriented adjacent to the sidewalk, placing any service bay door and car wash openings on the rear or side of the building out of public view of the structure.

Service and car wash bays shall not face residential properties unless an arterial road separates the residential area. Bay door and car wash openings may be oriented towards public view if the Reviewing Party approves such orientation.

The roofline and architecture of the pump canopies shall be stylistically compatible with the other buildings on the site. The length of pump canopies shall be minimized as much as possible. If the site allows, pump canopies should be broken into two separate locations (the Reviewing Party shall consider this on a case-by-case basis). This reduces the effect of pump canopies dominating other buildings on the site. Light fixtures should be recessed into the canopy and limited to no glare should be visible from the fixture.

Drive-Through Business Specific Guidelines

Drive-through aisles should provide adequate on-site queuing distance before the first stopping point (i.e., menu board, teller window, and automatic teller machine). Although the minimum on-site queuing distance should be approximately seventy-five feet (75'), the Reviewing Party shall review each site plan on a case-by-case basis and may require a distance greater than the minimum distance listed in this section. The minimum on-site queuing distance can be reduced if multiple drive lanes are utilized.

Drive-through aisles should have a minimum twenty-five foot (25') interior radius for any curve.

Section F: Light Industrial Land Use Design Guidelines

The Light Industrial Land Use ("LI") component of Ballpark Village shall be designed in a manner that produces a highly functional and productive end-use for the site, while also being complementary to surrounding land uses. Due to the location, size and configuration of the LI parcel, along with the surrounding land uses, the Reviewing Party may approve building design(s), site plan(s) and/or landscape design(s) that differ from the guidelines contained within this section (and within Sections G-I) if appropriate screening is implemented (hard and/or landscaping screening). Such allowable variances shall include, but not be limited to, building massing, building articulation, and parking guidelines.

Building Design

Although not a requirement, buildings designed within Ballpark Village are encouraged to integrate LEED Certification guidelines and other "green building" criteria into the design of buildings.

The integration of solar panels on roofs and parking lot shade structures (if utilized) shall be permitted subject to the guidelines outlined within this section of the Guidelines.

Buildings within the same development should be designed to provide a clear, unified, and easily identifiable image. Methods to achieve this include (but shall not be limited to) using similar architectural styles and materials, complementary roof forms, signs, colors, and decorative pavement. Consistent architectural style should be used for a building and the site elements that relate to it (i.e., screen walls, planters, trellises, benches, bollards, garbage containers, street furniture, etc.).

Generally, long, unbroken building façades should not be used. Building façades with varied front setbacks provide visual interest from the public view. As much as practical, façades should be articulated to provide a visual effect that is consistent with the character and scale of the development and immediate area.

Under most scenarios, rear and side wall elevations should provide building offsets and architectural details similar to the front façade. All elevations generally visible from public view should reflect the overall design, colors and textures used on the front facade.

Where the building mass cannot be broken up due to unique use constraints (i.e., manufacturing, warehouse space, mini-storage, etc.) building walls should be articulated through the use of height variations, texture, color, material changes, shadow lines and other facade treatments whenever practical.

Pre-cast walls/tilt-up should typically incorporate any number, or a combination thereof, of the following:

- Reveals

- Recessed panels
- Recessed windows
- Molding
- Other architectural features to articulate the building exterior deemed acceptable to the Reviewing Party

Under most circumstances, concrete pre-cast/tilt-up buildings should be designed to have an exterior appearance of conventional built structures utilizing surface treatments such as stucco, plaster, glass, stone, brick, or decorative masonry.

Internalized roof drain elements or the application of an architectural feature where roof drains are visible from streets and public areas are typically recommended.

Enclosed service/refuse areas and covered parking should be designed to be complementary to the building's architecture to which they serve when such structures are visible to the public. The form, colors, textures and materials do not necessarily need to be identical to the building to which they serve, but they do need to be complementary.

When feasible, ladders for roof access should be mounted on the inside of the building or where they would not be visible from public view.

Doors and windows should appear substantial and should not be flush with the exterior finish (may be flush if they are out of public view and considered service or non-primary entrances). Primary entrance doors and windows visible by the public should be inset at least one inch (1") from the front face of the exterior finish.

The following measures are not requirements, but should be considered to promote environmental sensitivity and potential long-term cost savings to the Owner/Occupant:

- Orient and design new structures and additions for minimum solar gain, reflectivity and glare
- Shelter entries and windows and use architectural shading devices and landscaping to minimize cooling losses
- Use energy efficient materials in doors and windows
- Use energy efficient lighting
- Mitigate urban heat island effects with cool roofing materials, shade trees and cool paving materials
- Reference national programs for environmentally sensitive development methods such as Leadership in Energy & Environmental Design (LEED), International Energy Conservation Code (IECC) and Energy Star Labeled Buildings

Consider the integration of solar panels on roofs and parking lot shade structures

Building Massing & Building Walls

Large un-interrupted expanses of wall or unarticulated building façades should be avoided on elevations visible from the public street. Offsets, projections, overhangs, recesses, and cornice details are examples of devices that may be used to avoid large un-interrupted expanses of blank walls. As seen from the public street, no building shall be longer than two hundred linear feet (200lf) without some modulation to the building's façade. Whenever practical, substantial variations at massing breaks should include changes in height and the horizontal plane. Changes in materials, textures and the utilization of other architectural enhancements can be used at these breaks.

Whenever feasible or practical, the staggering of planes along an exterior wall elevation should be employed to create pockets of light and shadow, and to provide relief from monotonous, interrupted expanses of wall. Below are examples of techniques that can be used:

- Changes in texture, materials or color
- Revealed pilaster and other reveals
- Changes in plane, including building offsets
- Ornamental metal canopies and/or grillwork
- Recessed windows and other recesses or other glazing techniques
- Lattice, accent trees, or equivalent
- Raised landscape planters
- Recessed or projecting vertical column treatments
- Other enhancements deemed appropriate by the Reviewing Party

Façades having a recognizable "base" feature are encouraged. The base feature should be high enough to relate in proportion to the scale of the building. Examples of techniques that can be used are:

- Richly textured materials (i.e., tile or masonry treatments), panels or reveals
- Materials and colors
- Raised planters and other forms of enriched landscaping
- Other features deemed appropriate by the Reviewing Party

Building entries and office areas should typically face and be oriented toward the street, but some uses and building designs may warrant a variance from this standard. Building entries and office areas should normally incorporate window elements as a dominant feature, but the Reviewing Party may determine a specific proposed use does not warrant such a standard.

When practical, main entries should be highlighted through the massing of a building. Entries can be emphasized by providing height differences or variations in the horizontal plane between entry/office elements and the rest of the building facade. Additional highlighting of office entries can also be provided through various architectural enhancements. Architectural enhancements can include, but are not necessarily be limited to, the following:

- Recessed entries
- Windows
- Columns or colonnade
- Arcades
- Bollards and other similar accent details
- Provision of plaza, courts, fountains, seating areas or similar pedestrian oriented detail
- Landscaping design and materials
- Freestanding or attached entry structures provided they are compatible with and related to the building architecture and do not look like add-on afterthoughts
- Changes in materials and textures
- Enhanced pedestrian surfaces
- A combination of any of the above
- Any other enhancements deemed appropriate by the Reviewing Party

Roof Elements

Roofs should be consistent with the architectural theme of a building. When practical and for a particular use, rooflines should include appropriate variations to avoid long continuous planes. Most of the time, a full pitched roof over an entire industrial building is not realistic. However, where practical, feasible and appropriate to the architectural style for the building, a pitched roof element should be provided over the entry and/or office portion(s) of the structure and/or the corners of the structure.

Approved Materials

- Attractive, durable, quality materials should be used. All proposed materials will be considered by the Reviewing Party and approval of material types shall be made on a case-by-case basis.

The use of barbed wire, razor wire or similar fencing/security materials are typically not permitted, but the Reviewing Party may allow such material if deemed acceptable for the proposed use on a case-by-case basis.

Metal buildings should typically be architecturally treated on all four exterior sides of the building, but a reduction of treatments to elevations not within the public view may be permitted on a case-by-case basis. If metal buildings are utilized, they should employ a variety of building forms, colors and/or other architectural treatments to add visual interest when practical.

Color Palette

Harmonious and complementary colors shall be used to visually unify buildings. An overall area-wide color palette is to be developed with complementary accent colors.

Loading & Outdoor Storage

All storage yards shall be screened or partially screened (as determined to be appropriate by the Reviewing Party) from an adjacent public street by either:

- A landscaped berm with masonry, concrete or stucco wall that complements the architecture of the main building. The height of such design shall be a maximum of eight feet (8') from the grade of the adjacent street. As an example, a three foot (3') height berm shall have a five foot (5') height wall (*preferred method*).

  OR

- An eight foot (8') height masonry, concrete or stucco wall with landscaping on the side visible to the public. A screen wall may not be located within a setback line.

Typically and to the extent practical, loading and outdoor storage areas (other than mini-storage or recreational vehicle storage) should be located to the rear or sides of buildings and not be visible from public view. Depending on the use within the development, loading and outdoor storage areas may be permitted at the front or sides of a building on a case-by-case basis. Building mass is the preferred method for screening or partially screening loading areas and outdoor storage areas. Where building mass is not utilized, screen walls, berms, landscaping, elevation changes, other appropriate methods may be utilized, or a combination thereof, to screen or partially screen loading areas and outdoor storage areas from public view.

Unless previously approved by the Reviewing Party, any outdoor storage material height should be limited to fourteen feet (14’) in maximum height, and should be located at least twenty feet (20’) from street rights-of-way.

Sliding gates into loading areas that are visible from the street should be constructed with a durable material satisfactory to the Reviewing Party and shall match or complement adjacent walls.

Silos, tanks, and other ancillary structures that are permitted within the zoning district should complement the primary building(s) on site.

If more than two dock-high loading doors are provided, then trailer storage spaces are to be provided at the rate of one (1) space per four (4) loading doors. Trailer storage spaces shall have minimum dimensions of twelve feet (12’) by forty-five feet (45’) and should be located away from public view unless the storage of such trailers away from public view is not feasible and the Reviewing Party approves the location being proposed.

Recreational vehicle storage, along with mini-storage uses shall be permitted. If the site is used, or partially used for recreational vehicle storage, partial screening of such parking areas will be encouraged.

Access, Parking & Circulation

Pedestrian walkways shall be accessible, safe, visually attractive, and well defined by pavement (decorative or otherwise as determined by the Reviewing Party), landscaping, and low-level lighting.

If utilized, bicycle parking facilities should be dispersed throughout larger sites and located in convenient and visible areas close to primary building entrances.

Developments should be marked by entry features such as monument signs, decorative paving, special lighting, public art, enhanced landscaping and/or other features deemed acceptable by the Reviewing Party.

Depending on the site and if practical, the parking lot should not be the dominant visual element of a development as viewed from the street or other public area. If a parking area directly in front of the building is the most practical solution for a site, paved areas should be broken-up into smaller areas through the use of landscaping, paving (decorative or otherwise as determined by the Reviewing Party), pedestrian walkways, garden walls, elevation changes or design features.

As much as practical, parking adjacent to and visible from public view should be screened from view through the use of earth berms, low screen walls, changes in elevation, landscaping or combinations thereof.

Parking lots should include landscaping that accents the importance of driveways from the street, frames the major circulation aisles, and highlights pedestrian pathways.

Interior planting island fingers between parking spaces, at every twenty (20) parking spaces should typically be provided, to avoid long rows of non-shaded parked cars. The planting islands should typically be approximately one hundred (100) square feet (5' by 20') and be protected by a six inch (6") high curb on all sides.

The Reviewing Party shall review each parking plan on a case-by-case basis and may allow standards different than what is listed within this section.

Screening & Landscaping

Ground mounted utility cabinets shall be located where they can be screened from major streets and public areas. Cabinets and screen walls shall be compatible with the principal structure. Where visible from a major street and public view, landscaping shall be provided in front of screen walls.

Where service electrical system (SES) panels are visible from public view, panels should be recessed into the building elevations and screened with doors, landscaping, or a solid wall (with landscaping) built in a manner that is compatible with the main development and equal to or exceeding the height of the SES panels.

Perimeter walls should have a minimum five foot (5') landscaped setback as a landscape buffer. When practical and depending on the location and surrounding land uses, perimeter walls should be architecturally enhanced and use materials and colors that complement the project's architecture. Landscaping should be used in combination with all public view walls.

Depending on the site and if practical, perimeter walls should typically incorporate various textures, staggered setbacks, and variations in height in conjunction with landscaping to provide visual interest and to soften the appearance of walls. Perimeter walls should be broken up by pillars or staggered setbacks every fifty feet (50'). Perimeter wall design shall be reviewed, approved or disapproved by the Reviewing Party on a case-by-case basis.

Unless the Reviewing Party deems a greater height to be acceptable, the typical maximum height of any perimeter wall or fence in the rear and side yards should be eight feet (8') measured from the high side elevation. Specialty walls such as screen walls, sound walls and retaining walls may have a greater height depending on the adjacent land uses. Walls over six feet (6') may require additional architectural treatments if visible from public view. When additional height is needed to provide adequate screening, berms within landscaped areas may be required to provide a reduction in the perceived height of the wall from public view. A berm/landscape area in front of a screen wall should typically be landscaped with shrubs and trees that will, at maturity, exceed the height of the wall.

Where screening is needed, the following elements, or a combination thereof, may be used:

- Solid masonry walls
- Berms
- Landscaping
- Other appropriate elements deemed acceptable by the Reviewing Party

The method of screening should be architecturally compatible with the adjacent building in terms of materials, colors, shape, and proportion.

To the extent feasible or practical, service areas, loading and storage areas, and refuse enclosures should be oriented away from public street frontages or screened from public view.

Trash containers should be located within a masonry wall enclosure with gates. The enclosure materials shall be designed to complement the architectural design features of the development. The trash enclosures should also be buffered by landscaping when within public view. Trash containers are not required to be located within a walled enclosure when they are located behind screened areas and are not visible from public view.

Mechanical equipment screening should be integrated as part of a project's site and building design. Ground-mounted equipment should be screened from view of: a) streets, highways and freeways (with potential exceptions for significantly elevated roadways); b) parking lots for customers (and the general public); and c) connecting walkways. The following elements or a combination thereof can be used:

- Concrete or masonry walls
- Berming
- Landscaping
- Other elements deemed acceptable by the Reviewing Party

Cabinets and screen walls should be designed to be compatible with the principal structure and landscaping should typically be provided in front of screening walls.

Roof-mounted equipment shall be screened through the use of parapets, screen walls, mechanical room enclosures and similar features when visible from public view. When screening is required, the tops of screens should be at least as high as the equipment.

The use of picket fencing, chain link fencing with slats and metal boxes as screening materials is generally not acceptable.

To the extent it is practical, solar panels and associated equipment should be screened from public view or enhanced to complement the architecture of the structure that it is attached to.

Landscaping should be provided adjacent to the building walls facing the street or otherwise visible to public view to soften building massing. A minimum four foot (4') wide landscape planter should be provided along such building edges, except at main entries and office areas where a minimum of five feet (5') should be provided. If trees are to be planted, a minimum fifteen foot (15') width of landscaping area will be required at all areas adjacent to building walls. The use of landscape elements adjacent to walls is also encouraged in business park areas to reduce their visual impact and opportunities for graffiti.

Whenever feasible and practical, parking lots adjacent to and visible from public streets should be adequately screened from view through one or more of the following:

- Undulating earth berms (a minimum height of one foot (1'))
- Low screen walls
- Changes in grade elevation when feasible and practical
- Other appropriate screening methods deemed appropriate by the Reviewing Party

Screen walls and wing walls that are greater than eight feet (8') in height should be fronted by a landscape area at least five feet (5') in width in order to soften the mass of the wall and provide adequate space for berming.

Create large planting islands at the ends of parking rows that are approximately two hundred square feet (200sf), with a six foot (6') wide minimum planted width. They should be planted with shade trees, low shrubs and/or groundcover. They should be protected by a six inch (6") high curb on all sides.

Although not required, water features are encouraged when practical and desired for the use(s) intended.

Section G: Landscape Guidelines for All Land Uses

General

Landscape plans must: a) be prepared by a landscape architect who is registered in the State of Arizona; b) comply with these Guidelines and where not addressed herein, the City's design standards; and c) utilize plants, trees, shrubs and grasses listed within the Plant Palette.

All proposed landscaping will be reviewed by the Reviewing Party to ensure quality and consistency. Landscaping should: a) be considered an integral element when site planning; b) enhance the visual character of the component of Ballpark Village it serves; c) be used to define pedestrian circulation ; and d) include accent landscaping elements at strategic intersections and at major entryways.

Drainage basins should be treated as a landscape element and integrated into the overall site and planting design for the area it serves.

Plants installed within rights-of-way may only include plants from the Arizona Department of Water Resources "Low Water Use Drought Tolerant Plan List for the Phoenix AMA".
Backflow preventer cages painted in earth-tone colors shall be permitted.

Arterial Roadways

For landscaping in setback areas adjacent to arterial roadways, the following guidelines shall apply:

- Estrella Parkway – Comply with the guidelines as identified within the City Center Gateway Overlay District.
- Goodyear Boulevard South – Comply with the guidelines as identified in the City Center Gateway Overlay District.
- Bullard Avenue – Shall be similar to the guidelines addressed in the City Center Gateway Overlay District and compatible with the Goodyear-Phoenix Airport.
- Lower Buckeye Parkway – Install canopy trees selected from the Plant Palette spaced thirty five feet (35') to forty five feet (45') apart.

Interior Roadways

For landscaping within the rights-of-way of interior roadways, the following shall be considered:

- Ballpark Way and Festival Way (Urban Street). Install canopy trees selected from the Plant Palette a minimum of 2'-6" from edge of curb and spaced 25' to 35'. Trees shall be located within a sidewalk cutout area or tree grate within the Street Furniture Zone.
- Wood Boulevard (Minor Collector). Install canopy trees selected from the Plant Palette between sidewalk and street curb and spaced 35' to 45'.

- Wood Boulevard – North of Lower Buckeye Parkway, west side (Minor Collector). Install one canopy tree selected from the plant palette a minimum of 2'-6" from the edge of curb and spaced 25' to 45'. Trees shall be located within a sidewalk cutout area or tree grate.
- Wood Boulevard – North of Lower Buckeye Parkway, east side (Minor Collector). Install one canopy tree selected from the plant palette and spaced 35' to 45'.
- Low shrubs and ornamental grasses selected from the Plant Palette are encouraged to be planted within the interior rights-of-way.

Major Project Entries

Accent landscaping and hardscaping should be provided at strategic key intersections and at major project entries, as approved by the Reviewing Party.

Parcel Entries

Accent landscaping and hardscaping should be provided at all COM Land Use and RES Land Use parcel or subdivision entries. The MXD/RES MXD and LI Land Use areas are excluded from this section.

Interior Parking Lot Landscaping

Please refer to each land use's specific requirements. The Reviewing Party shall review each parking plan on a case-by-case basis and may allow standards different than what is listed within those sections.

Perimeter Parking Lot Landscaping

Parking area edges adjacent to public rights-of-way, public open space, and adjacent interior parcels shall be landscaped.

Plant Palette

Botanical Name	Common Name
Trees	
Acacia salicina	Willow Acacia
Alberzzie julibrissin	Mimosa Palo Verde
Cercidium floridum	Blue Palo Verde
Cercidium 'hybrid'	Hybrid Palo Verde
Chamaerops humilis	Mediterranean Fan Palm
Chilopsis linearis	Desert Willow
Dahlbergia sissoo[1]	Sissoo Tree[1]
Eucalyptus microtheca	Flooded Box
Eucalyptus spathulata	Narrow Leaf Gimlet
Geijera parviflora	Australian Willow
Gleditsia tricanthos 'lnermis'	Honey locust
Jacaranda mimosifolia	Desert Fern
Olea sp. 'Swan Hill'	Olive
Olneya tesota	Ironwood
Parkinsonia X 'Desert Museum'	Desert Museum Palo Verde
Phoenix dactylifera	True Date Palm
Pinus brutea	Afghan Pine/Eldarica Pine
Pinus halepensis	Allepo Pine
Pistacia sp.	Pistachio
Pithecellobium sp.	Ebony
Prosopis chilensis Uuliflora)	Thornless Chilean Mesquite
Prosopis velutina	Velvet Mesquite
Quercus virginiana	Live Oak
Sophora secundiflora	Texas Mountain Laurel
Ulmus parvifolia 'sempervirens'	Evergreen Elm
Shrubs & Ornamental Grasses	
Acacia redolens 'D. carpet'	Desert Carpet Acacia
Ambrosia deltoidea	Triangleleaf Bursage
Baccharis hybrid 'Starn'	Thompson Baccharis
Bougainvillea sp.	Bougainvillea
Caesalpinia pulcherrima	Bird of Paradise
Calliandra eriophylla	Fairy Duster
Cassia phyllodinea	Silvery Cassia
Cassia oligophylla	Outback Cassia
Convolvulus cneorum	Bush Morning Glory
Cordia parviofolia	Little leaf Cordia

[1] The use of the Dahlbergia sissoo (Sissoo Tree) shall not be utilized near pavement.

Dalea capitata 'Sierra Gold'	Gold Dalea
Dalea frutescens 'Sierra Negra'	Black Dalea
Dasylirion acrotriche	Green Desert Spoon
Dasylirion longissum	Desert Spoon
Encelia farinosa	Brittle bush
Eremophila sp.	Emu bush
Hesperaloe Funifera	Giant Hesperaloe
Hesperaloe parviflora	Yucca
Lantana sp.	Lantana
Leucophyllum frutenscens 'Green Cloud'	Compact Texas Ranger
Leucophyllum candidum 'Thunder Cloud'	Thundercloud Texas Ranger
Leucophyllum laevigatum	Chihuahuan Sage
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Texas Ranger
Muhlenbergia capillaris 'Regal Mist'	Muhly Grass
Muhlenbergia rigens 'Nashville'	Deer Grass
Myrtus communis	Common or True Myrtle
Nandina Domestica 'Gulfstream'	Gulfstream Nandina (Heavenly Bamboo)
Nerium oleander	Oleander 'petites'
Punica grenatum	Pomegranate
Rosmarinus officinalis 'hybrid'	Rosemary hybrids
Ruellia Brittoniana	Common Ruellia
Ruellia californica	California Ruellia
Ruellia peninsularis	Desert Ruellia
Russelia Equisetiformus	Coral Fountain
Salvia sp.	Sage
Simmondsia chinensis	Jojoba
Tecoma stans 'augustata'	Arizona Yellow Bells/Common Yellow Elder
Tecoma stans 'augustifolia'	Sunrise Tecoma
Tecoma stans 'Gold Star'	Gold Star Tecoma
Tecoma stans 'orange jubilee'	Orange Jubilee Tecoma
Yucca aloifolia	Spanish Bayonet
Groundcover	
Acacia redolens 'New Dwarf'	Desert Carpet
Asparagus densiflorus 'Sprengeri'	Sprenger Asparagus
Carpobrotus edulis	Ice Plant
Centaurea cineraria	Dusty Miller
Convolvulus mauritanicus	Ground Morning Glory
Dalea sp.	Dalea
Gazania sp.	Clumping Gazania
Hymenoxys acaulis 'Angelita Daisy'	Angelita Daisy
Lantana camara	Gold Lantana
Lantana montevidensis	Trailing Lantana

Malephora lutea	Ice Plant
Melampodium lecanthum	Black Foot Daisy
Myoporum parvifolium	Sandalwood
Oenothera sp.	Mexican Evening Primrose
Osteospermum fruticosum	Trailing African Daisy
Rosa banksiae	Lady Bank's Rose
Rosmarinus officinalis	Trailing Rosemary
Rosmarinus prostatus	Dwarf Rosemary
Salvia farinacea	Mealy Cup Sage
Santolina chamaecyparissus	Lavender Cotton
Santolina virens	Green Santolina
Teucrium chamaedrys 'Prostatum'	Prostate Germander
Verbena sp.	Verbena
Wedilia Trilobata	Yellow Dot
Turf	
Cynoden Dactylon	Midiron

Irrigation Standards

All lawns and landscaped areas must be irrigated by underground automatic irrigation systems of design acceptable to the City. Such systems shall have minimal or no overthrow onto paved areas and be designed and installed by licensed contractors doing business or registered in the State of Arizona. Irrigation sleeves must be provided to all parking area islands and parking area medians. Irrigation of all common area landscaping, including street rights-of-way landscaping, is to be installed by the Owner/Occupant.

All exposed mechanical equipment such as automatic controllers, back-flow preventers and vacuum breakers must be screened.

Drip irrigation is required for plants in non-turf areas. Systems must be designed for no or minimal overflow onto walkways and paved surfaces. Hydro-zoned irrigation is required using programming stations for plants with similar water requirements. Moisture sensors, rain gauges, etc. are encouraged to conserve water by not overwatering.

Quality Assurance

All plant material should: a) be sound and healthy specimens typical of their species; b) have well-formed tops and roots; c) be free from all injurious insects, insect eggs/larvae, diseases; d) be free from serious injury to bark, root and foliage; and e) be free of broken branches or any other types of disfigurement.

Plant proportions shall be those recognized as normal for a well-grown plant of that species and size as recommended by the American Standard for Nursery Stock. Installation of all plants

must conform to the standards of the American Association of Nurserymen. All plants that fail to make new growth from a dormant condition, decline or die shall be replaced. A plant is considered dead if at least 50% of the plant is dead. All replacements shall conform to the original intent of the planting design. The Reviewing Party reserves the right to require the Owner/Occupant to replace the plant materials that do not meet these requirements.

Section H: Signage & Graphics Guidelines for All Land Uses

General

A comprehensive sign program ("CSP") shall be developed to serve the identification, informational and way-finding needs for each of the land use areas. Provisions for signage shall be established in response to the defined uses within the area they will serve and will establish standards for design, fabrication, location and installation (including graphics, materials, color, lighting and construction. All tenant/user corporate sign requirements shall be integrated into the CSP and the CSP shall not prohibit a tenant/user from installing signage that is required by the corporation. The process for subsequent review and approval of tenant and user signs shall also be defined. The City's Zoning Code shall provide the basis for the definition and regulation of signs and additional provisions may be approved as part of the CSP.

Additional Control

Additional control of signs may be achieved by standards incorporated into CC&Rs. If utilized, the Reviewing Party would administer the CC&RS.

Provisions

Principles of good signage shall be observed and developed. A hierarchy of entry monuments shall be established to identify areas within Ballpark Village, while directional and informational signs should be located at gateways and decision points so as to generate the fewest number of signs possible. Sign messages shall be short and concise and the character of signs shall be appropriate to the uses to which they serve and refer to. Signs should be designed in a manner that contributes to the unique identity and sense of place that Ballpark Village is to provide. Signs may incorporate imagery, forms, lighting, materials, and colors to impart a fresh and contemporary, urban-like look that is complementary to the architecture of Ballpark Village or specific areas within Ballpark Village. Consistency among sign statements is important and shall present an image of orderliness and refinement.

Typical Sign Types & Treatments

Individual Parcel/Land Use Area Signage – Monument entry signs shall be composed of horizontal forms and may be located at corners and at entries of each component of Ballpark Village (as further defined during the design submittal review process). Signs shall be composed of permanent materials and should have front and limited internal illumination (or some other illumination approved by the Reviewing Party) and display an identity for the area it serves. Informational and directional signs should contemplate the use of plaques and vertical monuments located at gateways, on or adjacent to right-of-ways, and at individual parcel and/or major land use area entries. These signs should display directional and other information required for accessing the various uses within Ballpark Village. A street banner program may be

established to key the various land use areas or to celebrate and inform the public of events. Limited sponsor information may appear as part of an approved banner program.

MXD/RES MXD Land Use Area Specific –The following guidelines are specific to the office component within the MXD/RES MXD areas:

- Office related signage shall be composed of a family of signs with materials, colors and lighting compatible with the building architecture it serves. Monument entry signs may promote building, parcel or area branding and is permitted to display major tenant/user identification. Building top signs shall be composed of illuminated dimensional letters and figures. Building address signs shall be clearly visible on monuments and building façades.

Notices at driveway entrances shall be unified into a single sign statement. Graphic imagery and lettering shall be of high quality.

Ballpark Village and/or components of Ballpark Village identification signs shall be located at major entrances when and where appropriate. Signs may also include more urban forms such as vertical blade signs. Residential signs shall be composed of identity and directional signage to serve the sales and/or leasing process. These signs shall be located at street corners, building entrances and/or driveway entrances. A system of off-site and on-site temporary signs may be developed to serve leasing and/or sales programs. Banner programs may be displayed in parking and drive areas with prior approval from the Reviewing Party.

COM Land Use Area Specific – Identification signage shall be composed of a thematic family of signs with consistency in design, type, color, materials, and lighting. Vertical monument signs (or such other signage approved by the Reviewing Party) shall display project and tenant/user identification along Estrella Parkway and Bullard Avenue. Tenant/user wall signs shall utilize a tenant's type, color, and logo graphics. Lighting shall be consistent on project signs and varied on tenant/user wall signs. Pad tenants may utilize low horizontal monument signs in addition to wall signs. Banner programs may be displayed in parking and drive areas with prior approval from the Reviewing Party.

Temporary Signage – A unified system of temporary freestanding signs serving the marketing and sales or leasing needs may be developed for all land use areas, or certain land use areas within Ballpark Village. If a formal program is not established, temporary signs shall meet the provisions of the City's sign regulations.

Truck Route Signage – Ballpark Village shall require the installation of appropriate truck route signage where necessary to denote City's through and bypass routes.

Section I: Maintenance for All Land Uses

At a time in which CSW determines it is appropriate, a master or multiple master community associations shall be created for Ballpark Village to: a) manage all common open space facilities and streets owned by the master association(s); and b) govern the affairs of the master association(s) through a formal governance structure to be established in the association's or associations' bylaws. In addition to common tracts owned by the master association(s), they will assume the maintenance responsibility for median landscaping and landscaping within roadway easements once the association(s) is established.

ORDINANCE NO. 2022-1559

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 284.5 GROSS ACRES LOCATED ON THE EAST SIDE OF ESTRELLA PARKWAY TO ADD APPROXIMATELY 16 ACRES TO THE EXISTING 268.5-ACRE 2ND RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT (PAD) FOR THE BALLPARK VILLAGE & BALLPACK VILLAGE – SOUTH; TO REZONE THE APPROXIMATELY 16 ACRES TO THE EXISITNG PAD UNDERLYING RES/MXD ZONING DESIGNATION; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. (AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE).

WHEREAS, on May 8, 2017, the City Council of the City of Goodyear adopted Ordinance No.17-1347 conditionally rezoning approximately 254.5 acres (gross) to amend the zoning categories, permitted uses, development standards, and design guidelines under the existing PAD zoning by adopting the Ballpark Village & Ballpark Village – South Restated & Amended Final PAD dated April 28, 2017; and

WHEREAS, on March 1, 2021, the City Council of the City of Goodyear, adopted Ordinance No. 2021-1494 conditionally rezoning approximately 254.5 acres of property to amend certain of the residential development standards under the existing PAD zoning by adopting the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village - South, dated November 23, 2020;

WHEREAS, on July 19, 2021, the City Council of the City of Goodyear, adopted Ordinance No. 2021-1513 conditionally rezoning approximately 268.5 acres of property by incorporating and rezoning approximately 14 acres to the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South and designating it as the RES/MXD zoning designation; and to modify certain development standards and to modify certain definitions and existing residential permitted use matrix to distinguish product types from categories of residential uses (for instance apartments would be a type of multi-family residential use); and

WHEREAS, the purpose of this staff-initiated amendment is to rezone approximately 16 acres of property, as legally described in that certain document titled Added Property, which document was declared a public record by Resolution 2022-2273 and which are referred to and incorporated herein by this reference (the “Added Property”) currently zoned Final PAD designated as I-1 (Light Industrial) to Final PAD by amending the existing Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village - South, dated July 2021 to include the approximately 16 acres and designating it as the RES/MXD zoning designation; and

WHEREAS, under the 2nd Restated and Amended Final Planned Area Development for Ballpark Village & Ballpark Village-South dated August 2022, the approximately 16 acres being incorporated into the Final PAD the zoning designation for the 16 acres will be the RES/MXD zoning designation, which will allow the 16 acres to be developed as the types of permitted residential uses, the types of permitted commercial uses or a combination thereof; and

WHEREAS, City staff finds that the proposed amendment will not adversely impact the surrounding area as multi-family and commercial uses are currently allowed within the existing PAD; and

WHEREAS, the 2nd Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South, dated August 2022, which was declared a public record by Resolution 2022-2273 and which is referred to and incorporated herein by this reference, is a restatement of the Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South dated July 2021 adopted by Ordinance 2021-1513 as modified; and

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

WHEREAS, public notice that an amendment to the 2nd Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South, dated August 2022 was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on October 12, 2022, appeared in the Arizona Republic Southwest Valley edition on September 23, 2022; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on October 12, 2022, and at that meeting the Commission voted XXX to XXX to recommend approval of the proposed amendment; and

WHEREAS, public notice that an amendment to the 2nd Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South, dated August 2022 is to be considered and reviewed at a public hearing held before the City Council on October 24, 2022 appeared in the Arizona Republic Southwest Valley edition on September 23, 2022; and

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

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

SECTION 1. DESCRIPTION OF THE PROPERTY BEING REZONED

This Ordinance No. 2022-1559 applies to approximately 284.5 acres of land in Goodyear, Maricopa County, Arizona, generally located east of Estrella Parkway between Elwood/S. Bullard Avenue on the south and slightly north of W. Goodyear Blvd on the north as depicted on that certain document titled Official Supplementary Zoning Map No. 22-15, and as legally described in that certain document titled Exhibit B Legal Description, which documents were declared a public record by Resolution 2022-2273 and which are referred to and incorporated herein by this reference (the “Property”).

SECTION 2. REZONING

The Property is conditionally rezoned to Final Planned Area Development (PAD) District (Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village - South, dated July 2021) to Final Planned Area Development (PAD) District by the adoption of the 2nd Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South

dated August 2022, which document was declared a public record by Resolution 2022-2273 and which is referred to, adopted and made a part hereof as if fully set forth in this Ordinance.

SECTION 3. STIPULATIONS

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

1. Development of the Property shall be in substantial conformance with the 2nd Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South, dated August 2022, which document was declared a public record by Resolution 2022-2273 and which is referred to and incorporated herein by this reference, including the concept plans, development standards and design guidelines contained therein except as otherwise provided by any stipulations herein; and

2. The provisions of the City of Goodyear Zoning Ordinance shall apply except as modified by 2nd Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South, dated August 2022 and except as otherwise modified by the stipulations herein; and

3. Except for the terms in Section 5.1 of the Amended and Restated Development Agreement Ballpark Village (North Parcel) recorded in the official records of Maricopa County as instrument 2012 0724688 ("Section 5.1"), which requires the development of parking facilities for private development in accordance with the parking requirements of the Zoning Ordinance, nothing in the rezoning provided herein shall be construed or considered to amend or affect the terms and conditions of the Settlement Agreement and Release dated July 6, 2011 and the exhibits thereto by and between M&I Marshall & Ilsley Bank, M&I Regional Properties, LLC, and the City, as amended on August 1, 2012, by Amendment No. 1 to Settlement Agreement and Release by and between BMO Harris Bank, Successor by Merger to M&I Marshall & Ilsley Bank, M&I Regional Properties, LLC, and the City, and the Settlement Agreement dated March 5, 2012, by and between MPK Enterprises, Inc., Wood Family Enterprises Ltd., Swansea Properties, LLC, Eagletail Bighorn, LLC, Margaret M. and Shelby A. Carl, Sharon M. and Ken R. Wood, Clarence Wood, M&I Regional Properties, LLC, BMO Harris Bank, Successor by Merger to M&I Marshall & Ilsley Bank and the City or any terms of any conveyance document or agreement to which the City is a party related to parking to support the Ballpark and the Ballpark Development Complex. Section 5.1 no longer has any effect because the parking requirements for Ballpark Village have been amended by Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South, dated July 2021; and

4. Notwithstanding anything to the contrary in the 2nd Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South, dated August 2022 or the stipulations herein, City parking

standards for residential development shall apply within the RES category unless the Mayor and Council of the City of Goodyear approves a zoning amendment to amend such standards pursuant to a third party parking consultant's data based study and letter of recommendation supporting lower parking/dwelling unit ratios and/or parking related design standards that has been approved by the Zoning Administrator; and

5. Notwithstanding anything to the contrary in the 2nd Restated & Amended Final Planned Area Development for Ballpark Village & Ballpark Village – South, dated August 2022, a drive-through may be considered through a use permit subject to the following conditions
    a. The drive-through is limited to a business that has coffee, tea, or other beverages as its primary product.
    b. The drive-through may only be considered on lots 28 – 30 north of Lower Buckeye Parkway, on the east side of Estrella Parkway.
    c. No curb cuts are allowed onto Estrella Parkway.
    d. A patio that is scaled to the size of the building must be a prominent feature toward Estrella Parkway or the Ballpark.
    e. The drive-through window and ordering menu board may not face Estrella Parkway.
    f. The drive-through drive aisle may not be located between the building and Estrella Parkway; it must be located to the rear of the building; and it must not be substantially visible from Estrella Parkway.
    g. Enhanced architectural design and landscaping must be provided on the site, as determined by the Zoning Administrator during the use permit review.
    h. Enhanced pedestrian connections shall be provided to connect the Ballpark site and nearby residential property, as determined by the Zoning Administrator during the use permit review; and

6. The following stipulations apply to the approximately 16 acres of property, as legally described in that certain document titled Added Property, which document was declared a public record by Resolution 2022-2273 and which is referred to and incorporated herein by this reference (the "Added Property"):

    a. Owner/developer shall provide documentation to the City of Goodyear prior to final site plan approval that Form 7460-1 has been filed for the development and that the development received a "No Hazard Determination" from the FAA. If temporary equipment used during construction exceeds the height of the permanent structure a separate Form 7460-1 shall be submitted to the FAA and a "No Hazard Determination" obtained prior to the construction start date; and

    b. Except as provided below, Owner shall complete the construction of any improvements needed for the full half-street improvements for the south-half of W. Lower Buckeye Parkway required for a Minor Arterial as set forth in the Engineering

Design Standards in effect at the time of construction for the section of W. Lower Parkway along the northern boundary of the Property, including by way of example, but not limitation, pavement, bike lane, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Lower Buckeye Improvements"). Except as otherwise provided in a written development agreement approved by Council or a written phasing plan approved by the City Engineer or his designee, the Lower Buckeye Improvements shall be completed prior to the issuance of any certificate of occupancy within the Added Property; and

c. Owner shall either fully construct the full median or remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Lower Buckeye Parkway along or adjacent to the frontage of the Added Property as directed by the City Engineer at the time of development. The in-lieu payment for the median and landscaping 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. If Owner constructs the full median and full median landscaping, Owner shall be reimbursed the in-lieu payment the city received from the property owner to the north for one-half (1/2) the cost of a full median and full median landscaping. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Added Property, whichever is earlier; and

d. Owner shall complete the construction of any improvements needed for full west half-street improvements for S. Bullard Avenue required for a modified Minor Arterial as set forth in the Engineering Design Standards in effect at the time of construction for the section of S. Bullard Avenue along the eastern boundary of the Added Property, including, by way of example but not limitation, a bus bay, sidewalk, street frontage landscape and landscape irrigation, and street lighting (the "Bullard Avenue Improvements"). Except as otherwise provided in a written development agreement approved by Council or a written phasing plan approved by the City Engineer or his designee, the Bullard Avenue Improvements shall be completed prior to the issuance of any certificate of occupancy within the Added Property; and

e. Owner shall complete the construction of any improvements needed for the full half-street improvements for the east half of S. Wood Boulevard required for a modified Minor Collector as set forth in the Engineering Design Standards in effect at the time of construction for the section of S. Wood Boulevard along

the western boundary of the Property, including by way of example, but not limitation, bike lane, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Wood Boulevard Improvements"). Except as otherwise provided in a written development agreement approved by Council or a written phasing plan approved by the City Engineer or his designee, the Wood Boulevard Improvements shall be completed prior to the issuance of any certificate of occupancy within the Added Property; and

f. Owner is responsible for a proportionate share of the costs of full traffic signals at the intersections identified below. Owner shall make an in-lieu payment for the cost of traffic signal infrastructure at intersections adjacent to the Added Property. 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 payment shall be made prior to the recordation of the first final plat subdividing all or part of the Added Property or prior to the issuance of any construction permits for work within the Added 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. The traffic signal obligations for the Added Property include, but may not be limited to:

    - One-third (1/3) of the cost of the full traffic signal (three legs) at W. Lower Buckeye Parkway and South Bullard Avenue; and

    - Twenty-five percent (25%) of a full traffic signal (four legs) at W. Lower Buckeye Parkway and South Wood Boulevard

    In addition to being responsible for a proportionate share of the cost of full traffic signals (all four legs) identified herein, Owner is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signal at any intersection adjacent to the Added Property, 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, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Added Property. In addition, Owner shall make an in-lieu payment to the City towards the cost of the signal. Except as provided herein, the in-lieu payment will be 25% of the cost of a full traffic signal for each corner of the intersection adjacent to the Added Property. For example, if a traffic signal is required at an

intersection were two of the four corners of the intersection are adjacent to the Property, Owner would be responsible for 50% 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. 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

g. In addition to constructing the infrastructure improvements specifically identified herein, Owner shall construct, at no cost to the City, all infrastructure improvements required by the City of Goodyear subdivision regulations, all Building Codes and Regulations adopted by city, and Engineering Design Standards and Policy Manual in effect at the time of construction; and

h. Owner shall dedicate, at no cost to the city, all rights-of-way and/or easements within the boundaries of the Added Property that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the Added Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Added 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 Added Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Added 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

i. 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 or development 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

j. If any of the infrastructure improvements Owner is required to design and construct pursuant to the terms of this Ordinance have been constructed or is to be 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

k. Owner shall submit to the City for review and approval and subsequently to FEMA for review and approval, a Conditional Letter of Map Revision (CLOMR) study prior to issuance of the first construction permit for the development of any part of the Added Property within the Flood Plain. A CLOMR shall be submitted to and approved by the City Engineer or his/her designee prior to issuance of any construction permits within the floodplain, unless a CLOMR is not required as determined by the City Engineer or his/her designee.

SECTION 4. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 2 of this Ordinance by the adoption of that certain document titled Supplementary Zoning Map 22-15, which document was declared a public record by Resolution 2022-2273 and which is referred to and incorporated herein by this reference, 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 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. 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 7. 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 8. EFFECTIVE DATE

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

SECTION 9. 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 **amendment**s 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.

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:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

2nd Restated and Amended Final PAD
for Ballpark Village and Ballpark Village - South
South of Yuma Road and East of Estrella Parkway



22-200-00015 2nd Restated and Amended Final PAD for Ballpark Village and Ballpark Village - South

Ballpark Village & Ballpark Village – South
2nd restated and amended Final PAD

PAD amendment

Ballpark Village & Ballpark Village - South

- Approximately 268 acres
- The Ballpark Village includes the Ballpark Goodyear, the Cleveland Guardians and Cincinnati Reds development complexes and area around these developments



PAD Amendment

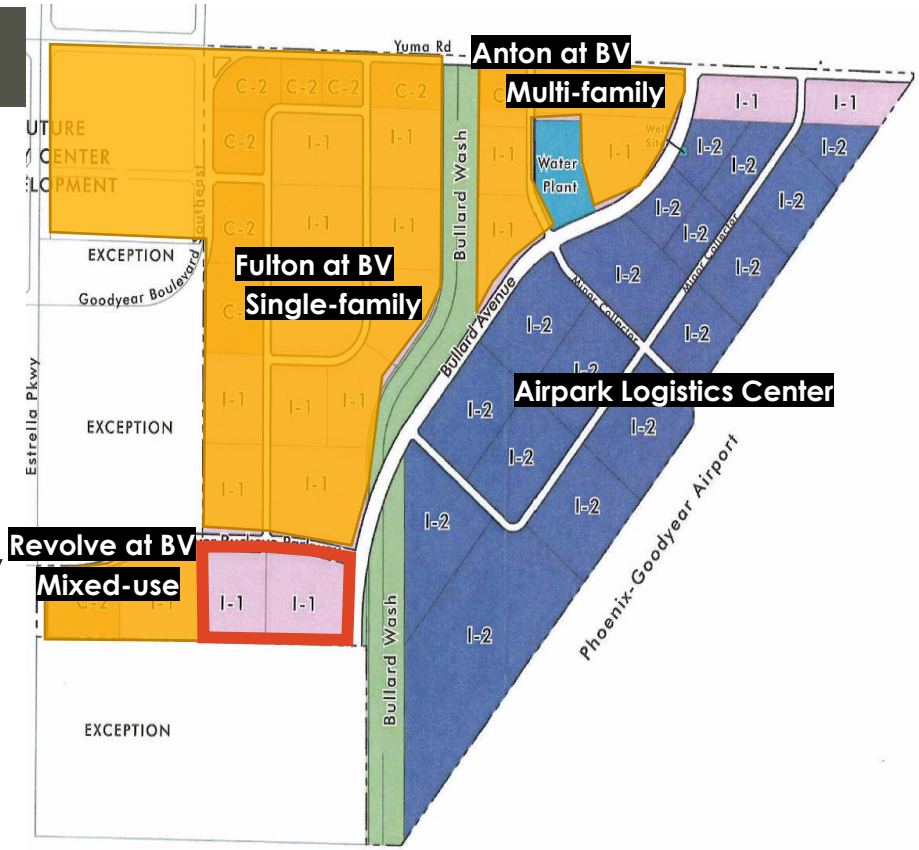
STAFF-INITIATED

1. To add approximately 16 acres at the SWC of Lower Buckeye Parkway and Bullard Avenue to the Ballpark Village & Ballpark Village – South PAD
2. To rezone the 16 acres



PAD Amendment

- The property is currently within the City Airpark PAD, approved in 2007.
  - Underlying I-1 Light Industrial zoning
- Understanding the incompatibility of the I-1 zoning with the Ballpark, Lincoln Property authorized the staff-initiated PAD amendment



Ballpark Village & Ballpark Village - South

UNDERLYING ZONING

- The proposed underlying zoning is the RES/MXD within the PAD
- RES/MXD permitted uses include, but not limited to:
  - Residential uses – single-family attached, multi-family apartments, mixed-use residential and townhomes
  - Commercial uses – restaurants, retail, financial institutions, cultural and public buildings, and hotels
  - A mix of residential and commercial uses



Rezone evaluation criteria

ZONING ORDINANCE ARTICLE 1-3-1

1. Consistency with the General Plan;
2. Suitability of physical and natural features for the uses permitted;
3. Compatibility of all potential uses allowed in the proposed zoning district;
4. Consistency with other land uses within the immediate area
5. Demand for the types of uses permitted in the proposed zoning district;
6. Demands for public services that will be generated by the proposed zoning;
7. Potential adverse fiscal impacts that will result from providing services;
8. General public's concerns;
9. Whether the amendment promotes orderly growth and development; and
10. Impacts to the general health, safety and welfare of general public.

Ballpark Village & Ballpark Village – South 2nd restated and amended Final PAD

PUBLIC PARTICIPATION

- Citizen Review and Public Hearing processes were followed
  - Notices were mailed to surrounding property owners
  - Sign was posted on the property
  - Legal advertisement was published in the newspaper
- One resident inquired about the amendment, the possibility of multi-family being built on the property, and expressed concern with the urban-heat island effect in the area

Recommendation

APPROVAL SUBJECT TO STAFF STIPULATIONS

- Recommend approval to:
  - add approximately 16 acres to the Ballpark Village and Ballpark Village – South PAD, and
  - rezone the 16 acres to the existing PAD underlying RES/MXD zoning designation
- The Planning and Zoning Commission recommended approval (5-0) on 10/12/2022


CITY OF
Goodyear

ITEM #: 15.
DATE: 10/24/2022
AI #:1119

CITY COUNCIL ACTION REPORT

SUBJECT: SARIVAL AND BROADWAY ANNEXATIONS

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

SUMMARY

Authorization to initiate the annexation of 1.81 acres of property along the Broadway Road alignment and 0.42 acre of property along the Sarival Avenue alignment in the vicinity of Sarival Avenue and Maricopa County 85.

Recommendation

1. Authorize staff to initiate the annexation of approximately 1.81 acres of property along the Broadway Road alignment between the Sarival Avenue alignment and the 159th Avenue alignment, generally located southeast of Sarival Avenue and Maricopa County Highway 85.

2. Authorize staff to initiate the annexation of approximately 0.42 acres of property along the Sarival Avenue alignment between Maricopa County Highway 85 (MC85) and the future Arizona State Route 30 (Tres Rios Freeway) generally located southeast of Sarival Avenue and MC85. (Christian M. Williams, Principal Planner)

FISCAL IMPACT

Annexation of land has a fiscal impact. A brief overview of anticipated public infrastructure and services impacts is included in the staff analysis section of this CAR. A detailed fiscal impact will be included in future City Council reports. There is no fiscal impact associated with authorizing the staff to proceed with the state statutory requirements for annexation. Authorizing the process to move forward does not commit the City Council to approve the annexation.

BACKGROUND AND PREVIOUS ACTIONS

This item has not been previously presented to Council. The abutting property to the south of the Broadway Road alignment and to the abutting property northwest of the Broadway Road alignment and the 161st Avenue alignment are zoned Riverside Park Preliminary Planned Area Development (PAD) which was adopted by Council on December 11, 2005 by Ordinance No. 05-976. The abutting property to the northeast of the Broadway Road alignment and the 161st Avenue alignment is zoned Agricultural Urban (AU) which was adopted at annexation by Ordinance No. 78-113.

STAFF ANALYSIS

Current Policy:

The city of Goodyear has an annexation policy adopted by Resolution 2001-768. In addition, Arizona State Statue regulates annexation. Below is a brief summary of the annexation process:

· Staff determines whether the proposed annexation area meets the state legal requirements for annexation as set forth in A.R.S. § 9-471.

  o Staff has determined that the annexation area meets the state legal requirements for annexation pursuant to the provisions of A.R.S. §§ 9-471 (K) and (R).

· Assuming the proposed annexation area meets the state legal requirements for annexation, staff conducts a review of the annexation proposal to determine the desirability of the annexation.

· (tonight's meeting) Staff provides an impact analysis of the annexation proposal to City Council. The City Council will consider the proposal and make a determination on whether to authorize staff to proceed with the annexation.

  o If authorization is not provided, then no further action on the annexation will be taken.

  o If authorization is provided, staff will move forward with the state statutory requirements for annexation.

· After further staff review of the proposal, a blank petition containing the legal description and an accurate map of the annexation territory is filed with the County Recorder and notice and a copy of the filing shall be given to the clerk of the board of supervisors and to the county assessor. The description shall identify the entity, if any, that will be responsible for maintaining the existing rights-of-way and roadways that are within or contiguous to the exterior boundaries of the area of the proposed annexation.

· After the blank petition is filed, there is a 30-day waiting period before signatures can be obtained.

· A public hearing must be held within the last 10 days of this 30-day waiting period to receive public input on the annexation.

· Once the 30-day waiting period is over, the blank petitions may be signed and collected.

· Once all petitions have been collected, the annexation may be scheduled for a City Council meeting for consideration.

Details of the Request:

There are two applicant requests for your consideration:

· Annex approximately 1.81-acre property along the Broadway Road alignment between the Sarival Avenue alignment on the west and the 159th Avenue alignment on the east

· Annex approximately 0.42-acre property along the Sarival Avenue alignment between Maricopa County Highway 85 on the north and the future Arizona State Route 30 (Tres Rios Freeway) on the south.

Both properties are generally located south and southeast of Sarival Avenue and Maricopa County Highway 85 and are owned by ENDICOTT PROPERTIES LLC ("the owner"). The owner also owns two properties immediately adjacent to both annexation areas; those properties, which total approximately 45.16 acres are already within the city's limits, leaving the 2.23 acres (1.81-acre annexation proposal and the 0.42-acre annexation proposal) remaining to be annexed.

If the annexations are ultimately approved by Council and the owner, the owner would

then seek to rezone the newly annexed properties as well as their existing 45.16 acres, within the city, into a cohesive 47.39-acre industrial development.

The City's General Plan designates this area as Industrial. The existing County zoning for this property is Rural-43 (RU-43). Upon annexation, the property would be designated the equivalent zoning district which is Agricultural/Urban (AU). The city has received a request to rezone this property to I-2 (General Industrial) with a PAD Overlay, which will be a separate action.
The property is located within the city's municipal planning area and meets State statutory requirements for annexation.

The City's Annexation Policy, adopted in 2001, provides that staff evaluate annexation requests on the following criteria:

A. The City's ability to provide basic services in a timely manner
B. Long-term desirability for community development and economic growth
C. Likelihood of the area being developed in Maricopa County or being annexed by another city or town
D. Ability to control the quality of land uses and infrastructure standards
E. Compatibility with General Plan, infrastructure needs, and timing of development

As discussed above, the 1.81-acre annexation proposal and the 0.42-acre annexation proposal (for a total of 2.23 acres) is immediately adjacent to two properties which total 45.16-acre property. The 1.81-acre property bifurcates the larger 45.16-acre that is already annexed into the city. The 0.42-acre property sits within the future Sarival Avenue alignment just west of the larger 45.16-acre property and will be needed for future roadway improvements. Without the annexation of both properties, a portion of the development would need to develop within the County and future Sarival Avenue would be likely be developed to County standards. The current owner would like to develop the entire site as a cohesive development and also develop within the city.

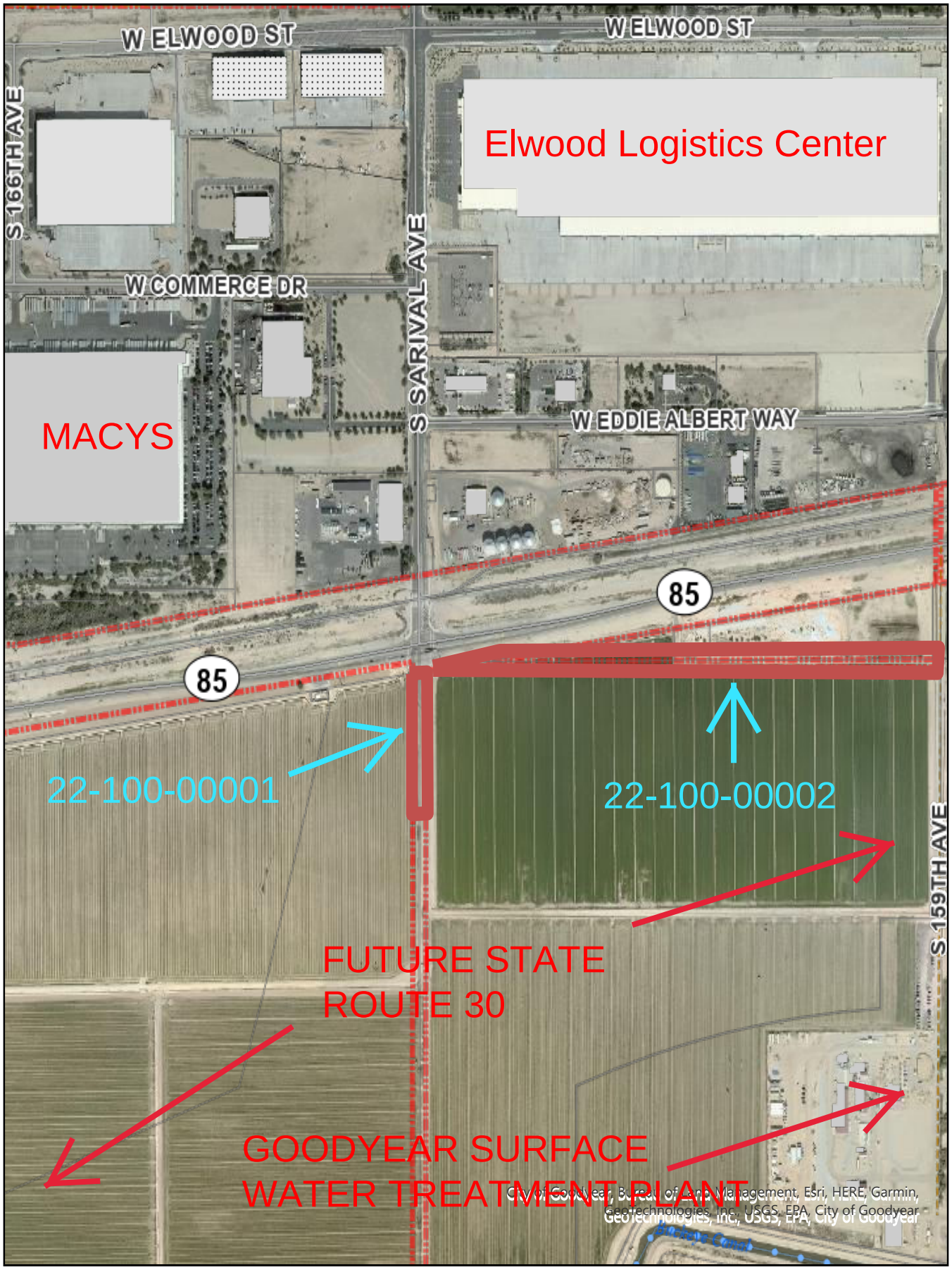
Streets: the property is intended to have access to Sarival Avenue which will ultimately be developed within the city. Sarival Avenue is planned to provide access to both future Arizona State Route 30 (Tres Rios Freeway) and Maricopa County Highway 85.

Public Safety: the property is located within an existing Police patrol beat and the current level of service within the beat can accommodate the development of the property. Fire services would be provided by Station 184, approximately 2.3 miles away and Station 181 approximately 5.0 miles away.
Water/Wastewater: Upon annexation, the property would be served by the City of Goodyear. The property is already included in the city's Integrated Water Master Plan (IWMP).

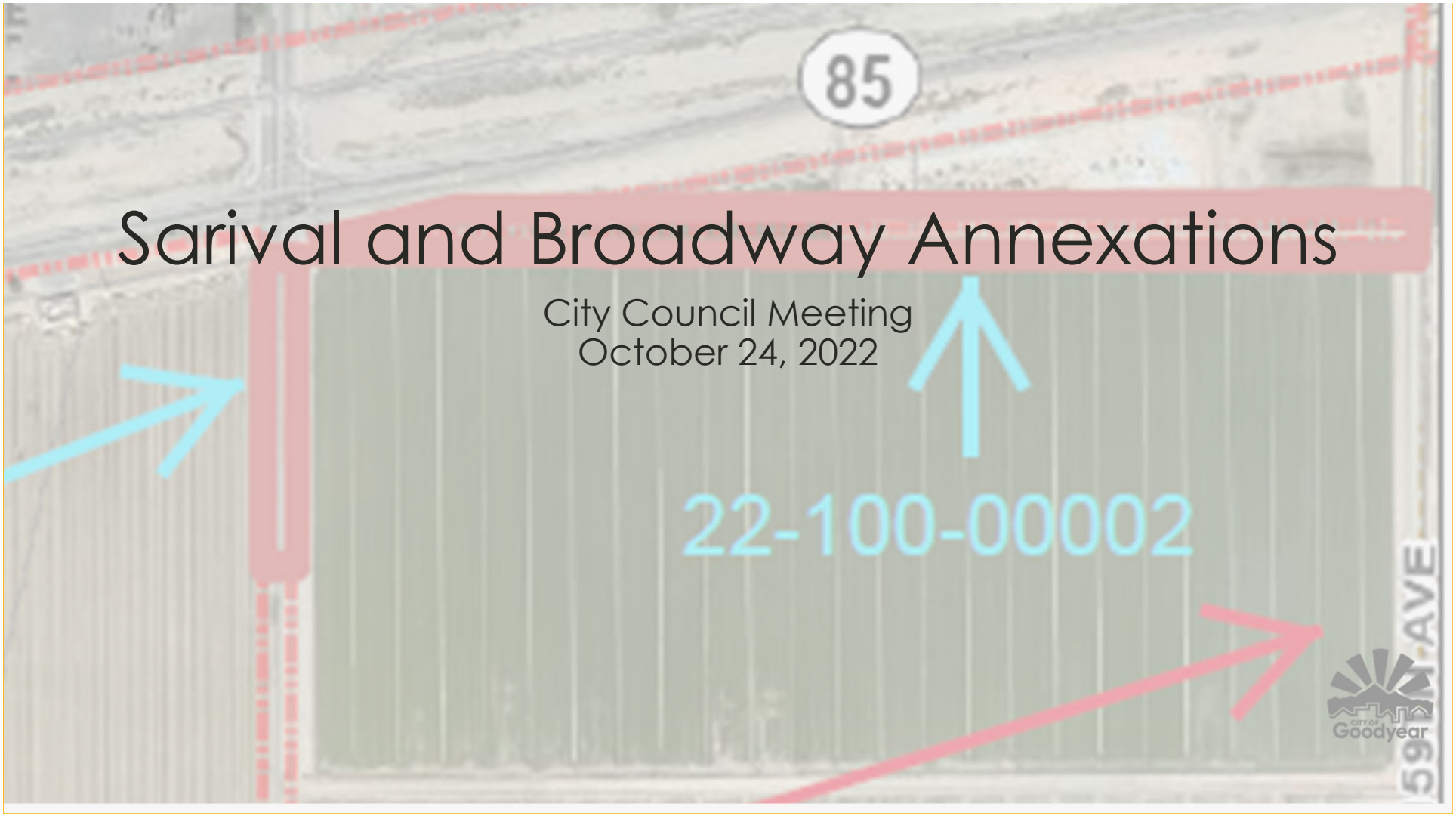
Attachments

Aerial Exhibit
Presentation

Name of Map: Aerial Exhibit
Description: 22-100-00001 &22-100-00002



Sarival & Broadway Annexation



Sarival and Broadway Annexations

City Council Meeting
October 24, 2022

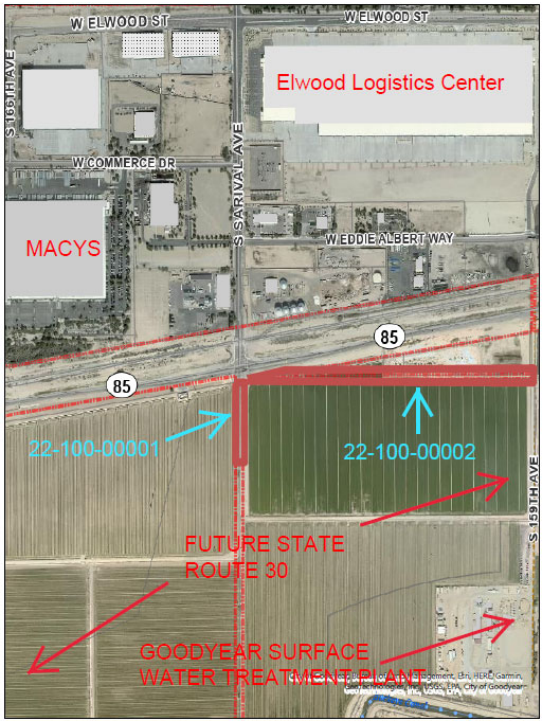
Annexation Process

1ST STEP – COUNCIL AUTHORIZATION

- Council authorizes staff to move forward with annexation process
- Opportunity for Council identify questions & concerns

Specific Location

ZOOMED IN





Council Annexation Policy

EVALUATION CRITERIA

- Ability of the City to provide basic services in a timely manner and with an acceptable revenue to cost ratio.
- Long term desirability for community development and economic growth.
- Likelihood of area proposed to be annexed being developed in the County and never wishing to be annexed by any other city.
- Ability to control the quality of land use types, appearance, and standards for constructing infrastructure.
- Compatibility with the General Plan, infrastructure needs, and timing of development.

Council Annexation Policy

EVALUATION CRITERIA

- Ability of the City to provide basic services in a timely manner and with an acceptable revenue to cost ratio.
  - Streets and transportation
  - Emergency services
  - Water and wastewater

Additional Evaluation

- Streets and Transportation
- Emergency Services
- Water and Wastewater

Recommendation

- Authorize staff to move forward with annexation process
- Council Identify any questions that staff should work to address during the process


CITY OF
Goodyear

ITEM #: 16.
DATE: 10/24/2022
AI #:816

CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT ALONG VAN BUREN STREET FROM SR 303 TO 143RD AVENUE (CIP PROJECT #42066)

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

SUMMARY

Intergovernmental Agreement (IGA 22-0008635-I) with the Arizona Department of Transportation (ADOT) establishing responsibility for funding, purchasing and installation of the Intelligent Transportation System (ITS) Equipment along Van Buren Street from SR 303 to 143rd Avenue.

Recommendation

Approve and authorize the Mayor or his designee to execute Intergovernmental Agreement, IGA 22-0008635-I, A.G. Contract No. P0012022000997 with the Arizona Department of Transportation, establishing responsibility for funding, purchasing and installing Intelligent Transportation System Equipment along Van Buren Street from SR 303 to 143rd Avenue. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The original project cost consisting of ADOT Plan Review, design and procurement is illustrated below in Table 1. It includes a total federal funding contribution from the Maricopa Association of Governments (MAG) of $368,713 and city funds in the amount of $62,787 for a total project cost of $431,500.

Table 1: Project Costs

	Funding Sources		
Phase	***Federal***	***City***	***Total***
ADOT Plan Review	*$0*	*$30,000*	*$30,000*
Design	*$0*	*$10,500*	*$10,500*
Procurement	*$368,713*	*$22,287*	*$391,000*
Total	***$368,713***	***$62,787***	***$431,500***

Table 2 below provides the planned start and completion dates for the project.

Table 2: Project Schedule

Phase	Start	End
Design	September 2022	March 2023
Procurement	April 2023	March 2024

BACKGROUND AND PREVIOUS ACTIONS

Staff presented this project as part of the Transportation Priorities to Council (AI-660) at the work session on March 21, 2022. The project was added to the FY2023-27 CIP as project number 42066.

STAFF ANALYSIS

In August 2021, MAG issued a call for qualified ITS Projects. The City submitted four projects for consideration and they were selected to proceed using Congestion Mitigation and Air Quality (CMAQ) funds. MAG Regional Council approved the projects in January 2022.

The project will replace existing outdated traffic signal controllers, video detection equipment and vehicle travel time hardware at six intersections along Van Buren Street. The new traffic signal controllers and video detection systems will modernize traffic signals in the city by providing enhanced performance and diagnostic information to the City's Traffic Management Center (TMC). Installation of the vehicle travel time hardware will allow TMC staff to measure performance of the coordinated arterial roadways, report their performance, and evaluate/adjust traffic signal coordination based on how traffic is moving along Van Buren Street.

Payment of $30,000 for Project Development Administration (PDA) costs plus the City's matching funds of $22,287 for equipment costs are due to ADOT 30 days after execution of the IGA. Design of the project will be performed by City of Goodyear staff and the environmental documentation will be performed by a consultant which is estimated to cost $10,500. The city will coordinate with ADOT during the procurement of the equipment. All equipment will be installed by city staff and reimbursed by ADOT for the federal fund contribution for the project. The project is scheduled to take place in FY2023 with an estimated cost of $431,500, which includes $368,713 of federal funding which will be reimbursed by ADOT. Completion of the project is anticipated to be completed by April 2024. If the PDA costs or overall project costs exceed the initial estimates, the city will be responsible for any additional costs above the initial estimates. The total project cost does not include city labor to install equipment.

Attachments

IGA

Presentation

ADOT CAR No.: IGA 22-0008635-I
AG Contract No.: P0012022000997
Project Location/Name: Van Buren St; SR 303 to 143rd Ave.
Type of Work: Vehicle Detection & Data Improvements
Federal-aid No.: CMAQ-GDY-0(217)T
ADOT Project No.: T0370
TIP/STIP No.: GDY23-260D GDY23-260C
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The purpose of this Agreement is to establish each Party's responsibilities with respect to the purchase and installation of traffic control ITS equipment along Van Buren Street between SR 303 to 143rd Avenue. With the aid and consent of the State and the Federal Highway Administration (FHWA), the City will utilize the State's Procurement Process and ADOT Procurement contract(s), to enter into a contract with an authorized supplier who will provide the equipment as outlined in the contract and approved plans to complete this Project. The City will purchase new video detection equipment, traffic signal controllers, and vehicle travel time hardware, (the "Project" or "Equipment"). The City will receive and install the Equipment at its own cost. The Project cost, shown in Exhibit A, is estimated at $421,000.00, which includes federal aid and the City's match. The City will be reimbursed an amount not to exceed $368,713.00 for eligible costs incurred as detailed below.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.

THEREFORE, the Recitals set forth above and Exhibit A, and B, attached hereto and made part hereof, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. The Project will be completed, accepted, and paid for in accordance with FHWA and State requirements.

   b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Maricopa Association of Governments. The City acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.

   b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the City for the initial Project Development Administration (PDA) costs, estimated at $30,000.00. If PDA costs exceed the estimate during the development of design, notify the City, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the City for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the City for the difference between actual costs and the amount the City has already paid for PDA.

   c. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed be approved for the procurement of the Project.

   d. After receipt of the Local's PDA and funding is authorized, the State will send a Notice to Proceed letter ("NTP") and ADOT Procurement will coordinate with the City and solicit and enter into a contract(s) with authorized supplier(s) for the purchase of the Equipment. Instruct the vendor to deliver Equipment directly to the City for final acceptance and to bill the City directly. The City will then enter into such contract(s) with such authorized supplier(s) for the purchase of the Equipment.

e. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment for Equipment, reimburse the City for eligible costs incurred not to exceed 80% of the federal-aid amount programmed for the Project, less the City's applicable pro-rata match, as depicted in Exhibit A. After completion of final inspection, and within 30 days of receipt, review, and approval of the final invoice and documentation from the City, reimburse the City with the remaining federal-aid approved and programmed, as depicted in Exhibit A, for this Project not to exceed $368,713.00.

f. After notification of receipt of Equipment and prior to installation, verify that each item purchased meets Equipment specifications, document Equipment serial numbers, and require the City provide documentation stating where each serial number will be installed.

g. After notification of Project completion from the City, perform final inspection, verify installation of Equipment was performed and completed in compliance with State and FHWA requirements.

h. Reserve the right to de-obligate federal funds should the Project go six months or more without being charged to.

i. Not be obligated to complete or maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The City will:

a. Designate the State as the City's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at $30,000.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA of the Project within 30 days of receipt of an invoice.

c. Coordinate with the State during the procurement process, providing Equipment specifications to best ensure the requirements of the Project are met.

d. Utilize the State's Procurement Process and the ADOT Procurement contract(s) developed and entered into for this Project. Issue a purchase order to the authorized supplier and install the Equipment acquired under this Agreement.

e. Have 365 calendar days from award of contract to order the Equipment.

f. Notify the State when the Equipment is received, the State will inspect the Equipment prior to installation, document Equipment serial numbers, and provide documentation to the State showing where each serial number will be installed. Documentation must be provided to the State prior to the State's final inspection of the Project.

g. Make all payments directly to the vendor, and be responsible for all costs incurred for the purchase of the Equipment subject to reimbursement by the State as provided herein.

h. Within 30 days after payment for the Equipment, submit an invoice, on ADOT's Progress Payment Report Form, Exhibit B, attached and made a part of this Agreement, including all back-up documentation, to the State for review and approval, of eligible costs incurred by the City for the purchase of the Equipment, less the City's applicable pro-rata match, not to exceed 80% of $368,713.00, the total amount of federal-aid programmed for the Project and as depicted in Exhibit A. Any costs incurred prior to the date of the official NTP will not be eligible for reimbursement

i. Be responsible for the cost of installation and any costs exceeding the maximum federal funds available for the Project. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

j. Install the Equipment acquired under this Agreement within one year of receipt of Equipment and maintain all Project improvements provided for the life of the Equipment. Keep complete records of all Equipment installed per this Project in a manner consistent with State and FHWA requirements.

k. Notify the State when all Equipment has been installed and is ready for inspection; coordinate final inspection of the Project with the State. After completion of final inspection, invoice the State, on the Progress Payment Report Form, Exhibit B, for the remaining federal funds programmed as depicted in Exhibit A for this Project for a total not to exceed $368,713.00.

l. As applicable, certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23 funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201)

m. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights of way, as required, to conduct any and all Equipment inspection related activities for the Project, on, to and over said City rights of way. This temporary right will expire with completion of the Project.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance shall remain for the life of the Equipment.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. Programmed Federal Funds. The cost of the Project under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

10. Title VI. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

11. Single Audit. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The

Uniform Grant Guidance). Entities that expend $750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

13. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

14. Inspection and Audit. The City shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the City, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

19. Anti-Israel Boycott Act. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Goodyear
Attn: Hugh M. Bigalk, PE
1900 N. Civic Square
Goodyear, AZ 85395
623.882.7514
Hugh.bigalk@goodyearaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Goodyear
Attn: Hugh M. Bigalk, PE
1900 N. Civic Square
Goodyear, AZ 85395
623.882.7514
Hugh.bigalk@goodyearaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Goodyear
Attn: Hugh M. Bigalk, PE
1900 N. Civic Square
Goodyear, AZ 85395
623.882.7514
Hugh.bigalk@goodyearaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF GOODYEAR

By _____Date_____
JOE PIZZILLO
Mayor

ATTEST:

By _____Date_____
DARCIE McCRACKEN
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____Date_____
City Attorney

STATE OF ARIZONA
Department of Transportation

By _____Date_____
STEVE BOSCHEN, PE
Division Director, Infrastructure Delivery and Operations Division

By _____Date_____
BRENT A. CAIN, PE
Division Director, Transportation Systems Management and Operations Division

A.G. Contract No. P0012022000997 (ADOT IGA 22-0008636), an Agreement between public agencies, the State of Arizona and the City of Goodyear, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T0371

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid	
City's costs @ 100%	$30,000.00
Procurement:	
Federal-aid funds @ 94.3%	$ 368,713.00
City's match @ 5.7%	22,287.00
Estimated TOTAL Project Cost*	**$ 421,000.00**
Total Estimated City Funds	**$ 52,287.00**
Total Federal Funds	**$ 368,713.00**

* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

EXHIBIT B

ARIZONA DEPARTMENT OF TRANSPORTATION
PROGRESS PAYMENT REPORT

Report No.			**IGA**	**22-0008635**
ADOT PO #			**PROGRESS**	
Item No.			**FINAL**	
Federal-aid No.	CMAQ-GDY-0(217)T			
ADOT Project No.	T0370			
Name of Project	**Van Buren Street; SR 303 to 143rd Avenue**			
Name of Vendor				
REMIT PAYMENT TO:				

Date Started : Estimated Completion Date: % Billed % Complete

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION Hours	**CONTRACT AMOUNT**	Previous Accumulative Amount	Current Month	Accumulative Amount
	PER JPA See Attached				

Submitted By: Date:	Total to Date	$
Approved By: Date:	Total Previous Report	$
ADOT Project Manager	Current Report	**$**

CITY OF Goodyear

FEDERALLY FUNDED INTELLIGENT TRANSPORTATION SYSTEMS (ITS) PROJECTS

October 24, 2022

FEDERALLY FUNDED ITS PROJECTS

AGENDA



- Background
- Project Equipment
- Status of Active ITS Projects
- Project Locations
- Next Steps
- Recommendation

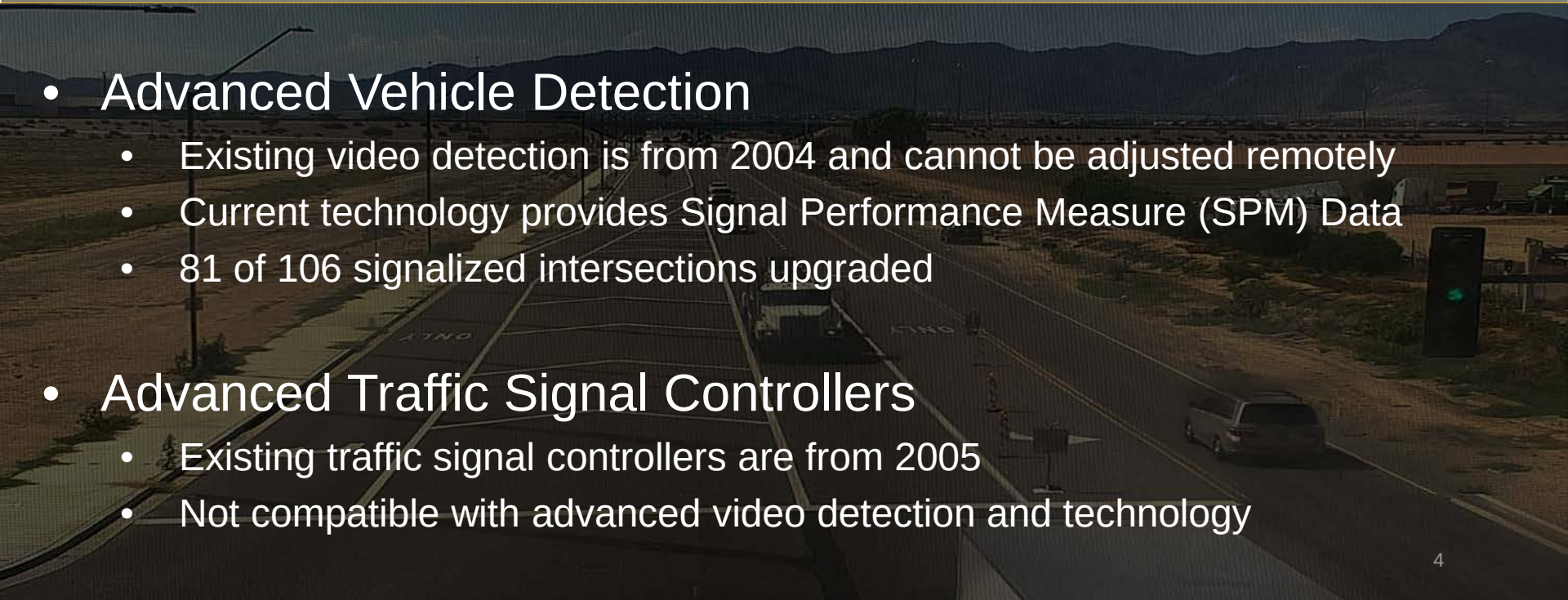
FEDERALLY FUNDED ITS PROJECTS

BACKGROUND

- Maximizing and Optimizing Vehicle Efficiency (MOVE) Plan
  - Use of ITS Technology to measure, improve, and report performance of arterial roadways
  - Changing lagging green arrows to leading
    - Completed Summer 2022
  - Prevent unnecessary traffic signal preemptions
    - Preemption used by emergency vehicles to change the traffic signal to green
    - Can take each traffic signal up to five minutes adjust after preemption
    - Approximately 115 of 230 city vehicles have been programmed by Fleet

FEDERALLY FUNDED ITS PROJECTS

PROJECT EQUIPMENT



- Advanced Vehicle Detection
  - Existing video detection is from 2004 and cannot be adjusted remotely
  - Current technology provides Signal Performance Measure (SPM) Data
  - 81 of 106 signalized intersections upgraded
- Advanced Traffic Signal Controllers
  - Existing traffic signal controllers are from 2005
  - Not compatible with advanced video detection and technology

FEDERALLY FUNDED ITS PROJECTS

PROJECT EQUIPMENT (CONTINUED)

Video Detection System



Traffic Signal Controllers

FEDERALLY FUNDED ITS PROJECTS

PROJECT EQUIPMENT (CONTINUED)

- Traffic Signal Coordination of Arterial Roadways
  - Intended to reduce stops on the coordinated arterial street
  - Corridors are generally grouped in one to two mile-long segments
  - Not active during late night/early morning hours
  - Multiple timing plans throughout the day
- Disruptions to Traffic Signal Coordination
  - Preemption from emergency vehicles
  - Pedestrians crossing the arterial roadway

FEDERALLY FUNDED ITS PROJECTS

STATUS OF ACTIVE ITS PROJECTS

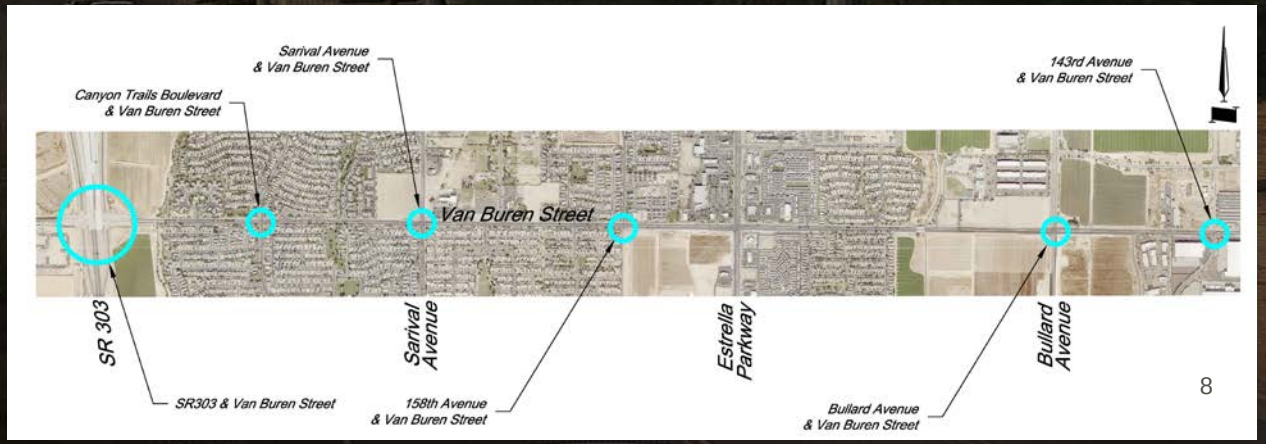
- 42031 – Estrella/PebbleCreek Parkway & Traffic Management Center Equipment
  - Project completed September 30th
  - 18 intersections
- 42032 & 42033 – Litchfield Road & McDowell Road ITS Equipment Projects
  - All material anticipated by early December
  - Installation to be completed by end of January 2023 by city staff
  - Upgrades to 25 intersections

FEDERALLY FUNDED ITS PROJECTS

PROJECT LOCATIONS

- Van Buren Street: SR 303 to 143rd Avenue
  - Integrated Corridor Management: Close proximity to I-10 & SR 303
  - Design and installation by city staff
  - Scheduled completion in Spring 2024
  - Six intersections

Federal Cost: $368,713
City Cost: $62,787
Total Cost: $431,500

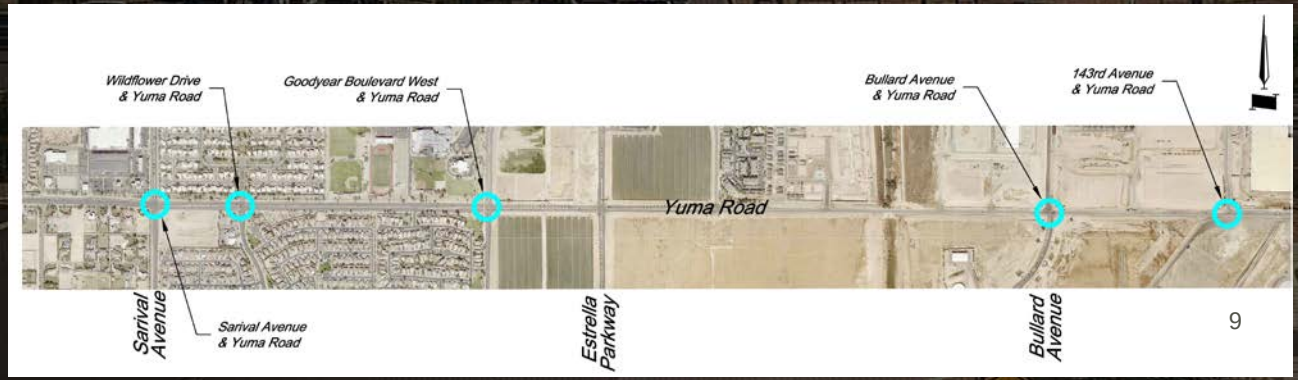


FEDERALLY FUNDED ITS PROJECTS

PROJECT LOCATIONS

- Yuma Road: Sarival Avenue to 143rd Avenue
  - Regional Priority Arterial Roadway by MAG
  - Design and installation by city staff
  - Scheduled completion in Spring 2024
  - Five intersections

Federal Cost: $209,818
City Cost: $53,182
Total Cost: $263,000

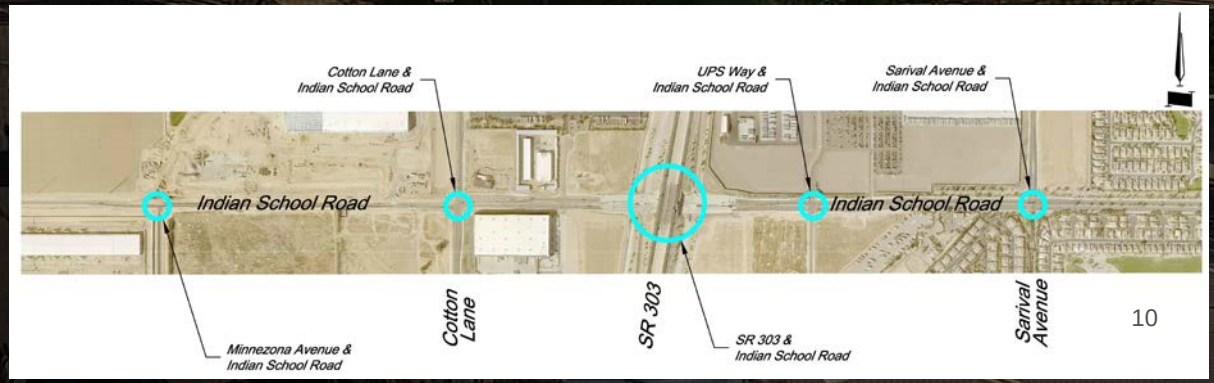


FEDERALLY FUNDED ITS PROJECTS

PROJECT LOCATIONS

- Indian School Road: Minnezona Avenue to Sarival Avenue
  - Integrated Corridor Management: Close proximity to SR 303
  - Design and installation by city staff
  - Scheduled completion in Spring 2024
  - Five intersections

Federal Cost: $192,844
City Cost: $52,156
Total Cost: $245,000

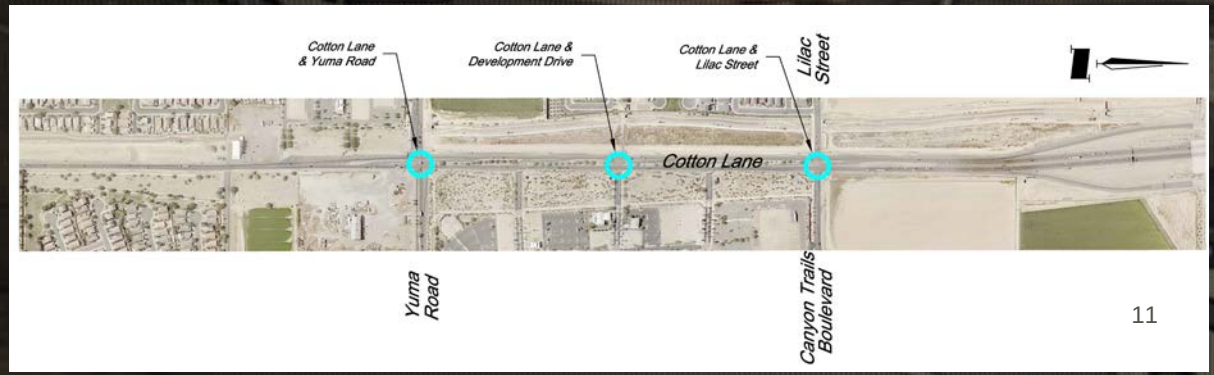


FEDERALLY FUNDED ITS PROJECTS

PROJECT LOCATIONS

- Cotton Lane: Yuma Road to Lilac Street
  - Regional Priority Arterial Roadway by MAG
  - Design and installation by city staff
  - Scheduled completion in Spring 2024
  - Three intersections

Federal Cost: $87,228
City Cost: $45,272
Total Cost: $133,000



FEDERALLY FUNDED ITS PROJECTS

PROJECT LOCATIONS

CIP Project	Federal Cost	Local Cost	Total Cost
42066: Van Buren Street	$368,713	$62,787	$431,500
42067: Yuma Road	$209,818	$53,182	$263,000
42065: Indian School Road	$192,844	$52,156	$245,000
42064: Cotton Lane	$87,228	$45,272	$133,000
Total	**$858,603**	**$213,897**	**$1,072,500**

FEDERALLY FUNDED ITS PROJECTS

NEXT STEPS



- Continue the replacement of outdated traffic signal equipment
- Identify roadway capacity issues through the Transportation Master Plan
- We’re not “there” yet, but we have a vision and a new multi-pronged action plan.

FEDERALLY FUNDED ITS PROJECTS

RECOMMENDATION

- Approve four Intergovernmental Agreements with the Arizona Department of Transportation for ITS Projects along Van Buren Street, Yuma Road, Indian School Road and Cotton Lane.

ITEM #: 17.
DATE: 10/24/2022
AI #:817

CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT ALONG YUMA ROAD FROM SARIVAL AVENUE TO 143RD AVENUE (CIP PROJECT #42067)

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

SUMMARY

Intergovernmental Agreement (IGA 22-0008633-I) with the Arizona Department of Transportation (ADOT) establishing responsibility for funding, purchasing and installation of the Intelligent Transportation System (ITS) Equipment along Yuma Road from Sarival Avenue to 143rd Avenue.

Recommendation

Approve and authorize the Mayor or designee to execute Intergovernmental Agreement, IGA 22-0008633-I, A.G. Contract No. P0012022001118 with the Arizona Department of Transportation, establishing responsibility for funding, purchasing and installing Intelligent Transportation System Equipment along Yuma Road from Sarival Avenue to 143rd Avenue. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The original project cost consisting of ADOT Plan Review, design and procurement is illustrated below in Table 1. It includes a total federal funding contribution from the Maricopa Association of Governments (MAG) of $209,818 and city funds in the amount of $53,182 for a total project cost of $263,000.

Table 1: Project Costs

	Funding Sources		
Phase	***Federal***	***City***	***Total***
ADOT Plan Review	*$0*	*$30,000*	*$30,000*
Design	*$0*	*$10,500*	*$10,500*
Procurement	*$209,818*	*$12,682*	*$222,500*
Total	***$209,818***	***$53,182***	***$263,000***

Table 2: Project Schedule

Phase	Start	End
Design	September 2022	March 2023
Procurement	April 2023	March 2024

BACKGROUND AND PREVIOUS ACTIONS

Staff presented this project as part of the Transportation Priorities to Council (AI-660) at the work session on March 21, 2022. The project was added to the FY2023-27 CIP as project number 42067.

STAFF ANALYSIS

In August 2021, the MAG issued a call for qualified ITS Projects. The City submitted four projects for consideration and they were selected to proceed using Congestion Mitigation and Air Quality (CMAQ) funds. MAG Regional Council approved the projects in January 2022.

The project will replace existing outdated traffic signal controllers, video detection equipment and vehicle travel time hardware at five intersections along Yuma Road. The new traffic signal controllers and video detection systems will modernize traffic signals in the city by providing enhanced performance and diagnostic information to the City's Traffic Management Center (TMC). Installation of the vehicle travel time hardware will allow TMC staff to measure performance of the coordinated arterial roadways, report their performance, and evaluate/adjust traffic signal coordination based on how traffic is moving along Yuma Road.

Payment of $30,000 for Project Development Administration (PDA) costs plus the City's matching funds of $12,682 for equipment costs are due to ADOT 30 days after execution of the IGA. Design of the project will be performed by City of Goodyear staff and the environmental documentation will be performed by a consultant which is estimated to cost $10,500. The city will coordinate with ADOT during the procurement of the equipment. All equipment will be installed by city staff and reimbursed by ADOT for the federal fund contribution for the project. The project is scheduled to take place in FY2023 with an estimated cost of $263,000, which includes $209,818 of federal funding which will be reimbursed by ADOT. Completion of the project is anticipated to be completed by April 2024. If the PDA costs or overall project costs exceed the initial estimates, the city will be responsible for any additional costs above the initial estimates. The total project cost does not include city labor to install equipment.

Attachments

IGA

ADOT CAR No.: IGA 22-0008633-I
AG Contract No.: P0012022001118
Project Location/Name: Yuma Rd, Sarival Ave – 143rd Ave
Type of Work: Vehicle Detection & Data Improvements
Federal-aid No.: CMAQ-GDY-0(216)T
ADOT Project No.: T0369
TIP/STIP No.: GDY23-262D, GDY23-262C
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The purpose of this Agreement between the City and the State is to establish each Party's responsibilities with respect to the purchase and installation of traffic control ITS equipment, video detection, traffic signal controllers, and vehicle travel time hardware at 5 intersections along Yuma Road from Sarival Avenue to 143rd Avenue, (the "Project" or Equipment"). The Project cost, shown in Exhibit A, is estimated at $252,500.00, which includes federal aid and the City's match. The State through the State's Procurement Process and ADOT Procurement contract(s), will utilize an authorized supplier to provide the Equipment as outlined in the contract and approved plans to complete this Project with the aid and consent of the State and Federal Highway Administration (FHWA). The City will receive and install the Equipment at its own cost.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.

THEREFORE, the Recitals set forth above and Exhibit A, attached hereto and made part hereof, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. The Project will be completed, accepted, and paid for in accordance with FHWA and State requirements.

   b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the City is responsible for and agrees to pay, the difference prior to the purchase of the Equipment.

   c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Maricopa Association of Governments. The City acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.

   b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the City for the initial Project Development Administration (PDA) costs, estimated at $30,000.00 and the City's share of the Equipment costs, estimated at $12,682.00. If PDA costs exceed the estimate during the development of design, notify the City, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the City for additional costs to complete PDA for the Project. After the Project costs for the procurement of the Equipment are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project costs.

   c. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed be approved for the procurement of the Project.

d. After receipt of the City's PDA and the City's share of the Equipment costs, with FHWA authorization, proceed to coordinate with the City regarding Equipment specifications to best ensure the requirements of the Project are met. Solicit and enter into a contract(s) with authorized supplier(s) for the purchase of the Equipment. Instruct the vendor to deliver Equipment directly to the City for final acceptance. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

e. After notification of receipt of Equipment from the City, and prior to installation, verify that each item purchased meets Equipment specifications, document Equipment serial numbers, and require the City provide documentation stating where each serial number will be installed.

f. After notification of Project completion from the City, perform final inspection, verify installation of Equipment was performed and completed in compliance with State and FHWA requirements.

g. Not be obligated to complete or maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The City will:

a. Designate the State as the City's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, and prior to procurement of the Equipment, pay the initial PDA costs, estimated at $30,000.00, and the City's share of Equipment costs, estimated at $12,682.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and Equipment costs of the Project within 30 days of receipt of an invoice.

c. Coordinate with the State during the procurement process, providing Equipment specifications to best ensure the requirements of the Project are met.

d. Notify the State when the Equipment is received, the State will inspect the Equipment prior to installation, document Equipment serial numbers, and provide documentation to the State showing where each serial number will be installed. Documentation must be provided to the State prior to the State's final inspection of the Project.

e. Be responsible for the costs of installation and any costs exceeding the maximum federal funds available for the Project. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

f. Install the Equipment acquired under this Agreement within one year of receipt of Equipment and maintain all Project improvements provided for the life of the Equipment. Keep complete records of all Equipment installed per this Project in a manner consistent with State and FHWA requirements.

g. Notify the State when all Equipment has been installed and is ready for inspection; coordinate final inspection of the Project with the State.

h. As applicable, certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights of way, as required, to conduct any and all Equipment inspection related activities for the Project, on, to and over said City rights of way. This temporary right will expire with completion of the Project.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the

obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.

7. Programmed Federal Funds. The cost of the Project under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Title VI. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

13. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

14. Inspection and Audit. The City shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the City, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

19. Anti-Israel Boycott Act. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Goodyear
Attn: Hugh M. Bigalk, PE
1900 N. Civic Square
Goodyear, AZ 85395
Hugh.bigalk@goodyearaz.gov

For Project Administration:

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City of Goodyear
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Goodyear, AZ 85395
Hugh.bigalk@goodyearaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF GOODYEAR

By _____Date_____
JOE PIZZILLO
Mayor

ATTEST:

By _____ Date_____
DARCIE McCRACKEN
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____Date_____
STEVE BOSCHEN, PE
Division Director, Infrastructure Delivery and Operations Division

By _____Date_____
BRENT A. CAIN, PE
Division Director, Transportation Systems Management and Operations Division

A.G. Contract No. P0012022001118 (ADOT IGA 22-0008633), an Agreement between public agencies, the State of Arizona and the City of Goodyear, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T0369

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid	
City's costs @ 100%	$30,000.00
Procurement:	
Federal-aid funds @ 94.3%	$ 209,818.00
City's match @ 5.7%	$12,682.00
Estimated TOTAL Project Cost*	**$ 252,500.00**
Total Estimated City Funds	**$ 42,682.00**
Total Federal Funds	**$ 209,818.00**

* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

ITEM #: 18.
DATE: 10/24/2022
AI #:818

CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT ALONG INDIAN SCHOOL ROAD FROM MINNEZONA AVENUE TO SARIVAL AVENUE (CIP PROJECT #42065)

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

SUMMARY

Intergovernmental Agreement (IGA 22-0008632-I) with the Arizona Department of Transportation (ADOT) establishing responsibility for funding, purchasing and installation of the Intelligent Transportation System (ITS) Equipment along Indian School Road from Minnezona Avenue to Sarival Avenue.

Recommendation

Approve and authorize the Mayor or designee to execute Intergovernmental Agreement, IGA 22-0008632-I, A.G. Contract No. P0012022001117 with the Arizona Department of Transportation, establishing responsibility for funding, purchasing and installing Intelligent Transportation System Equipment along Indian School Road from Minnezona Avenue to Sarival Avenue. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The original project cost consisting of ADOT Plan Review, design and procurement is illustrated below in Table 1. It includes a total federal funding contribution from the Maricopa Association of Governments (MAG) of $192,844 and city funds in the amount of $52,156 for total project cost of $245,000.

Table 1: Project Costs

	Funding Sources		
Phase	***Federal***	***City***	***Total***
ADOT Plan Review	*$0*	*$30,000*	*$30,000*
Design	*$0*	*$10,500*	*$10,500*
Procurement	*$192,844*	*$11,656*	*$204,500*
Total	*$192,844*	*$52,156*	*$245,000*

Table 2 below provides the planned start and completion dates for the project.

Table 2: Project Schedule

Phase	Start	End
Design	September 2022	March 2023
Procurement	April 2023	March 2024

BACKGROUND AND PREVIOUS ACTIONS

Staff presented this project as part of the Transportation Priorities to Council (AI-660) at the work session on March 21, 2022. The project was added to the FY2023-27 CIP as project number 42065.

STAFF ANALYSIS

In August 2021, the MAG issued a call for qualified ITS Projects. The City submitted four projects for consideration and they were selected to proceed using Congestion Mitigation and Air Quality (CMAQ) funds. MAG Regional Council approved the projects in January 2022.

The project will replace existing outdated traffic signal controllers, video detection equipment and vehicle travel time hardware at five intersections along Indian School Road. The new traffic signal controllers and video detection systems will modernize traffic signals in the city by providing enhanced performance and diagnostic information to the City's Traffic Management Center (TMC). Installation of the vehicle travel time hardware will allow TMC staff to measure performance of the coordinated arterial roadways, report their performance, and evaluate/adjust traffic signal coordination based on how traffic is moving along Indian School Road.

Payment of $30,000 for Project Development Administration (PDA) costs plus the City's matching funds of $11,656 for equipment costs are due to ADOT 30 days after execution of the IGA. Design of the project will be performed by City of Goodyear staff and the environmental documentation will be performed by a consultant which is estimated to cost $10,500. The city will coordinate with ADOT during the procurement of the equipment. All equipment will be installed by city staff and reimbursed by ADOT for the federal fund contribution for the project. The project is scheduled to take place in FY2023 with an estimated cost of $245,000, which includes $192,844 of federal funding which will be reimbursed by ADOT. Completion of the project is anticipated to be completed by April 2024. If the PDA costs or overall project costs exceed the initial estimates, the city will be responsible for any additional costs above the initial estimates. The total project cost does not include city labor to install equipment.

Attachments

IGA

ADOT CAR No.: IGA 22-0008632-I
AG Contract No.: P0012022001117
Project Location/Name: Indian School Rd, Minnezona Ave – Sarival Ave
Type of Work: Vehicle Detection and Data Improvements
Federal-aid No.: CMAQ-GDY-0(215)T
ADOT Project No.: T0368
TIP/STIP No.: GDY23-261D, GDY23-261C
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The purpose of this Agreement between the City and the State is to establish each Party's responsibilities with respect to the purchase and installation of traffic control ITS equipment (video detection equipment, traffic signal controllers, and vehicle travel time hardware) along Indian School Road from Minnezona Avenue to Sarival Avenue, (the "Project" or "Equipment"). The Project cost, shown in Exhibit A, is estimated at $234,500.00, which includes federal aid and the City's match. The State, through the State's Procurement Process and ADOT Procurement contract(s), will utilize an authorized supplier to provide the Equipment as outlined in the contract and approved plans to complete this Project with the aid and consent of the State and Federal Highway Administration (FHWA). The City will receive and install the Equipment at its own cost.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.

THEREFORE, the Recitals set forth above and Exhibit A, attached hereto and made part hereof, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. The Project will be completed, accepted, and paid for in accordance with the FHWA and State requirements.

   b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the City is responsible for and agrees to pay, the difference prior to the purchase of the Equipment.

   c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Maricopa Association of Governments. The City acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.

   b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the City for the initial Project Development Administration (PDA) costs, estimated at $30,000.00 and the City's share of the Equipment costs, estimated at $11,656.00. If PDA costs exceed the estimate during the development of design, notify the City, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the City for additional costs to complete PDA for the Project. After the Project costs for the procurement of the Equipment are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project costs.

   c. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed be approved for the procurement of the Project.

d. After receipt of the City's PDA and the City's share of the Equipment costs, with FHWA authorization, proceed to coordinate with the City regarding Equipment specifications to best ensure the requirements of the Project are met. Solicit and enter into a contract(s) with the authorized supplier(s) for the purchase of the Equipment. Instruct the vendor to deliver Equipment directly to the City for final acceptance. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

e. After notification of receipt of Equipment from the City, and prior to installation, verify that each item purchased meets Equipment specifications, document Equipment serial numbers, and require the City provide documentation stating where each serial number will be installed.

f. After notification of Project completion from the City, perform final inspection, verify installation of Equipment was performed and completed in compliance with State and FHWA requirements.

g. Not be obligated to complete or maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The City will:

a. Designate the State as the City's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, and prior to procurement of the Equipment, pay the initial PDA costs, estimated at $30,000.00, and the City's share of Equipment costs, estimated at $11,656.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and Equipment costs of the Project within 30 days of receipt of an invoice.

c. Coordinate with the State during the procurement process, providing Equipment specifications to best ensure the requirements of the Project are met.

d. Notify the State when the Equipment is received, the State will inspect the Equipment prior to installation, document Equipment serial numbers, and provide documentation to the State showing where each serial number will be installed. Documentation must be provided to the State prior to the State's final inspection of the Project.

e. Be responsible for the cost of installation and any costs exceeding the maximum federal funds available for the Project. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

f. Install the Equipment acquired under this Agreement within one year of receipt of Equipment and maintain all Project improvements provided for the life of the Equipment. Keep complete records of all Equipment installed per this Project in a manner consistent with State and FHWA requirements.

g. Notify the State when all Equipment has been installed and is ready for inspection; coordinate final inspection of the Project with the State.

h. As applicable, certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights of way, as required, to conduct any and all Equipment inspection related activities for the Project, on, to and over said City rights of way. This temporary right will expire with completion of the Project.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

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(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF GOODYEAR

By _____Date_____
JOE PIZZILLO
Mayor

ATTEST:

By _____ Date_____
DARCIE McCRACKEN
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date_____
City Attorney

DEPARTMENT OF TRANSPORTATION

By _____Date_____
STEVE BOSCHEN, PE
Division Director, Infrastructure Delivery and Operations Division

By _____Date_____
BRENT A. CAIN, PE
Division Director, Transportation Systems Management and Operations Division

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By _____ Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T0368

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City's costs @ 100%	$30,000.00
Procurement:	
Federal-aid funds @ 94.3%	$192,844.00
City's match @ 5.7%	$11,656.00
Estimated TOTAL Project Cost*	**$ 234,500.00**
Total Estimated City Funds	**$ 41,656.00**
Total Federal Funds	**$ 192,844.00**

* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

ITEM #: 19.
DATE: 10/24/2022
AI #:819

CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT ALONG COTTON LANE FROM YUMA ROAD TO LILAC STREET (CIP PROJECT #42064)

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

SUMMARY

Intergovernmental Agreement (IGA 22-0008636-I) with the Arizona Department of Transportation (ADOT) establishing responsibility for funding, purchasing and installation of the Intelligent Transportation System (ITS) Equipment along Cotton Lane from Yuma Road to Lilac Street.

Recommendation

Approve and authorize the Mayor or designee to execute Intergovernmental Agreement, IGA 22-0008636-I, A.G. Contract No. P0012022000989 with the Arizona Department of Transportation, establishing responsibility for funding, purchasing and installing Intelligent Transportation System Equipment along Cotton Lane from Yuma Road to Lilac Street. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The original project cost consisting of ADOT Plan Review, design and procurement is illustrated below in Table 1. It includes a total federal funding contribution from the Maricopa Association of Governments (MAG) of $87,228 and city funds in the amount of $5,272 for total project cost of $133,000.

Table 1: Project Costs

	Funding Sources		
Phase	***Federal***	***City***	***Total***
ADOT Plan Review	*$0*	*$30,000*	*$30,000*
Design	*$0*	*$10,500*	*$10,500*
Procurement	*$87,228*	*$5,272*	*$92,500*
Total	***$87,228***	***$45,772***	***$133,000***

Table 2 below provides the planned start and completion dates for the project.

Table 2: Project Schedule

Phase	Start	End
Design	September 2022	March 2023
Procurement	April 2023	March 2024

BACKGROUND AND PREVIOUS ACTIONS

Staff presented this project as part of the Transportation Priorities to Council (AI-660) at the work session on March 21, 2022. The project was added to the FY2023-27 CIP as project number 42064.

STAFF ANALYSIS

In August 2021, the MAG issued a call for qualified ITS Projects. The City submitted four projects for consideration and they were selected to proceed using Congestion Mitigation and Air Quality (CMAQ) funds. MAG Regional Council approved the projects in January 2022.

The project will replace existing outdated traffic signal controllers, video detection equipment and vehicle travel time hardware at three intersections along Cotton Lane. The new traffic signal controllers and video detection systems will modernize traffic signals in the city by providing enhanced performance and diagnostic information to the City's Traffic Management Center (TMC). Installation of the vehicle travel time hardware will allow TMC staff to measure performance of the coordinated arterial roadways, report their performance, and evaluate/adjust traffic signal coordination based on how traffic is moving along Cotton Lane.

Payment of $30,000 for Project Development Administration (PDA) costs plus the City's matching funds of $5,272 for equipment costs are due to ADOT 30 days after execution of the IGA. Design of the project will be performed by City of Goodyear staff and the environmental documentation will be performed by a consultant which is estimated to cost $10,500. The city will coordinate with ADOT during the procurement of the equipment. All equipment will be installed by city staff and reimbursed by ADOT for the federal fund contribution for the project. The project is scheduled to take place in FY2023 with an estimated cost of $133,000, which includes $87,228 of federal funding which will be reimbursed by ADOT. Completion of the project is anticipated to be completed by April 2024. If the PDA costs or overall project costs exceed the initial estimates, the city will be responsible for any additional costs above the initial estimates. The total project cost does not include city labor to install equipment.

Attachments

IGA

ADOT CAR No.: IGA 22-0008636-I
AG Contract No.: P0012022000989
Project Location/Name: Cotton Lane; Yuma Rd – Lilac St
Type of Work: Vehicle Detection & Data Improvements
Federal-aid No.: CMAQ-GDY-0(218)T
ADOT Project No.: T0371
TIP/STIP No.: GDY23-263D, GDY23-263C
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The purpose of this Agreement between the City and the State is to establish each Party's responsibilities with respect to the purchase and installation of traffic control ITS equipment, video detection, traffic signal controllers, and vehicle travel time hardware at three intersections along Cotton Lane from Yuma Road to Lilac Street, (the "Project" or "Equipment"). The Project cost, shown in Exhibit A, is estimated at $122,500.00, which includes federal aid and the City's match. The State, through the State's Procurement Process and ADOT Procurement contract(s), will utilize an authorized supplier to provide the Equipment as outlined in the contract and approved plans to complete this Project with the aid and consent of the State and Federal Highway Administration (FHWA). The City will receive and install the Equipment at its own cost.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.

THEREFORE, the Recitals set forth above and Exhibit A, attached hereto and made part hereof, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. The Project will be completed, accepted, and paid for in accordance with FHWA and State requirements.

   b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the City is responsible for and agrees to pay, the difference prior to the purchase of the Equipment.

   c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Maricopa Association of Governments. The City acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.

   b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the City for the initial Project Development Administration (PDA) costs, estimated at $30,000.00 and the City's share of the Equipment costs, estimated at $5,272.00. If PDA costs exceed the estimate during the development of design, notify the City, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the City for additional costs to complete PDA for the Project. After the Project costs for the procurement of the Equipment are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project costs.

   c. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed be approved for the procurement of the Project.

d. After receipt of the City's PDA and the City's share of the Equipment costs, with FHWA authorization, proceed to coordinate with the City regarding Equipment specifications to best ensure the requirements of the Project are met. Solicit and enter into a contract(s) with the authorized supplier(s) for the purchase of the Equipment. Instruct the vendor to deliver Equipment directly to the City for final acceptance. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

e. After notification of receipt of Equipment from the City, and prior to installation, verify that each item purchased meets Equipment specifications, document Equipment serial numbers, and require the City provide documentation stating where each serial number will be installed.

f. After notification of Project completion from the City, perform final inspection, verify installation of all Equipment was performed and completed in compliance with State and FHWA requirements.

g. Not be obligated to complete or maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The City will:

a. Designate the State as the City's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, and prior to procurement of the Equipment, pay the initial PDA costs, estimated at $30,000.00, and the City's share of Equipment costs, estimated at $5,272.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and Equipment costs of the Project within 30 days of receipt of an invoice.

c. Coordinate with the State during the procurement process, providing Equipment specifications to best ensure the requirements of the Project are met.

d. Notify the State when the Equipment is received, State will inspect the Equipment prior to installation, document Equipment serial numbers, and provide documentation to the State showing where each serial number will be installed. Documentation must be provided to the State prior to the State's final inspection of the Project.

e. Be responsible for the cost of installation and any costs exceeding the maximum federal funds available for the Project. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

f. Install the Equipment acquired under this Agreement within one year of receipt of Equipment and maintain all Project improvements provided for the life of the Equipment. Keep complete records of all Equipment installed per this Project in a manner consistent with State and FHWA requirements.

g. Notify the State when all Equipment has been installed and is ready for inspection, coordinate final inspection of the Project with the State.

h. As applicable, certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights of way, as required, to conduct any and all Equipment inspection related activities for the Project, on, to and over said City rights of way. This temporary right will expire with completion of the Project.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the

obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.

7. Programmed Federal Funds. The cost of the Project under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Title VI. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

13. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

14. Inspection and Audit. The City shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the City, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

19. Anti-Israel Boycott Act. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Goodyear
Attn: Hugh M. Bigalk, PE
1900 N. Civic Square
Goodyear, AZ 85395
623.882.7514
Hugh.bigalk@goodyearaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Goodyear
Attn: Hugh M. Bigalk, PE
1900 N. Civic Square
Goodyear, AZ 85395
623.882.7514
Hugh.bigalk@goodyearaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Goodyear
Attn: Hugh M. Bigalk, PE
1900 N. Civic Square
Goodyear, AZ 85395
623.882.7514
Hugh.bigalk@goodyearaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF GOODYEAR

By _____ Date_____
JOE PIZZILLO
Mayor

ATTEST:

By _____ Date_____
DARCIE McCRACKEN
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
STEVE BOSCHEN, PE
Division Director, Infrastructure Delivery and Operations Division

By _____ Date_____
BRENT A. CAIN, PE
Division Director, Transportation Systems Management and Operations Division

A.G. Contract No. P0012022000989 (ADOT IGA 22-0008636-I), an Agreement between public agencies, the State of Arizona and the City of Goodyear, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T0371

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid	
City's costs @ 100%	$30,000.00
Procurement:	
Federal-aid funds @ 94.3%	$87,228.00
City's match @ 5.7%	$5,272.00
Subtotal – Procurement	**$ 92,500.00**
Estimated TOTAL Project Cost*	**$ 122,500.00**
Total Estimated City Funds	**$ 35,272.00**
Total Federal Funds	**$ 87,228.00**

* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change; any change will require concurrence from the City) and 5% Project contingencies)