



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, February 27, 2023

5:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Brannon Hampton

Councilmember
Vicki Gillis

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

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

NON-AGENDA ITEMS

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

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

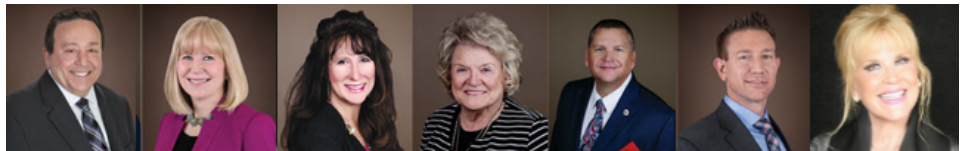
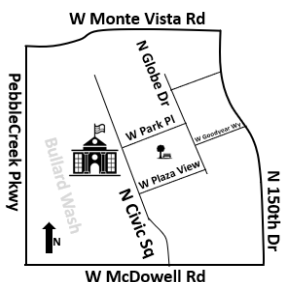
AGENDA ITEMS

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

PROCEDURES

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters.

Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No.2018-1879



City Clerk's Office: 1900 N. Civic Square, Goodyear, AZ 85395 (623) 882-7830

www.goodyearaz.gov/cityclerk

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the February 6, 2023 Regular Meeting. (Darcie McCracken, City Clerk)

2. CITY COUNCIL SUBCOMMITTEE APPOINTMENTS

RECOMMENDATION

Recognize the City Council subcommittee appointments for 2023. (Rosalva Zimmerman, Assistant to the Mayor)

3. APPROVE EXPENDITURE UP TO \$584,200 FOR THE PURCHASE AND INSTALLATION OF AN AERATION BLOWER AT THE GOODYEAR WATER RECLAMATION FACILITY

RECOMMENDATION

Approve expenditure of funds up to \$584,200 to purchase and install an aeration blower at the Goodyear Water Reclamation Facility. (Todd Carpenter, Process Operations Manager; Stephen Scinto, Interim Deputy Public Works Director)

4. FINAL PLAT FOR CITRUS PARK PHASE 2B

RECOMMENDATION

Approve the Final Plat of Citrus Park Phase 2B subdividing approximately 43 acres generally located near the southwest corner of Lower Buckeye Road and Citrus Road into 155 lots and 44 tracts (the "Platted Property"). (Marty Crossland, Interim Deputy Director of Development Engineering)

5. AUTHORIZATION OF EXPENDITURE OF DESIGN FUNDS FOR APPROVED FY2023 CIP PROJECT #42026 - ESTRELLA PARKWAY AND BRIDGE PROJECT

RECOMMENDATION

Authorize the expenditure of design funds for Construction Manager At Risk (CMAR) Pre-construction services on the Estrella Parkway and Bridge project not to exceed \$562,600. (Hugh Bigalk, City Traffic Engineering; Troy Scott, Senior Project Manager 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

6. **REZONE APPROXIMATELY 152 ACRES LOCATED EAST OF BULLARD AVENUE ALONG MCDOWELL ROAD TO PLANNED AREA DEVELOPMENT (PAD) DISTRICT BY ADOPTING GSQ REGIONAL CENTER PLANNED AREA DEVELOPMENT (PAD)**

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2278, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE NO. 2023-1561 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – GSQ REGIONAL CENTER.

2. ADOPT ORDINANCE NO. 2023-1561, CONDITIONALLY REZONING APPROXIMATELY 152 ACRES OF PROPERTY LOCATED WEST OF BULLARD AVENUE ALONG MCDOWELL ROAD TO BE KNOWN AS GSQ REGIONAL CENTER; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, Principal Planner).

BUSINESS

7. **APPROVE FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH RG LAND PARTNERS, LLC**

RECOMMENDATION

Approve and authorize the City Manager to execute the Fifth Amendment to the Development Agreement with RG Land Partners, LLC. (Roric Massey, City Attorney)

8. **APPROVE EXPENDITURE UP TO \$6,154,200 FOR PROJECT #30008 RENOVATION OF FIRE STATION 183**

RECOMMENDATION

Approve expenditure of funds up to \$6,154,200 to renovate Fire Station 183. (Ed Pahl, Deputy Fire Chief; Mario Saldamando, Senior Project Manager)

INFORMATION ITEMS

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

- Reports from the Mayor and City Council
This may include current events and activities as well as requests for information or future agenda items.
- Report from the City Manager
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

Future meetings are tentatively scheduled as follows:

March 6, 2023	Work Session	5:00 p.m.
March 6, 2023	Regular Meeting	Immediately following the Work Session

EXECUTIVE SESSION

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

9. Pursuant to A.R.S. §38-431.03(A) (3) (4): Discussion and consultation with the City Attorney for legal advice to consider its position and instruct its attorneys regarding the City's position regarding contracts that are the subject of negotiations related to a development agreement with Globe Corp. related to a parking agreement/structure for the GSQ 2 project.
10. Pursuant to A.R.S. § 38-431.03 (A)(3)(4) & (5): Discussion and consultation for legal advice with the City Attorney and City Manager and to consider its position and instruct its representatives regarding contracts subject to negotiation, and to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary structures or compensation paid in the form of fringe benefits of employees of the public body regarding the Meet and Confer/Discuss process with the Fire and Police labor representatives.

ADJOURNMENT OF EXECUTIVE SESSION

RECONVENING OF REGULAR MEETING

ADJOURNMENT

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

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

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

POSTING VERIFICATION

This agenda was posted on 02/22/2023 at 4:30 p.m. by PP.

ITEM #: 1.
DATE: 02/27/2023
AI #:1161



APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the February 6, 2023 Regular Meeting. (Darcie McCracken, City Clerk)

Attachments

February 6, 2023 Draft Regular Meeting minutes

City Council Regular Meeting

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



Monday, February 6, 2023

**Immediately Following the
Work Session
that began at 5:00 p.m.**

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the meeting to order at 6:23 p.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO

COMMUNICATIONS

1. PROCLAMATION RECOGNIZING CITY MANAGER JULIE KARINS

Mayor Pizzillo presented a proclamation to Julie Karins, City Manager, for her service to the City of Goodyear. Council thanked her for all she had done to lead the City of Goodyear and wished her well.

2. SPRING TRAINING 2023 PREVIEW

Deputy Director, Ballpark, Bruce Kessman presented an update to Council regarding Spring Training. He reviewed the timeline and said tickets are now on sale for the Spring Training games.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Ron Jones, Special Olympics and a Goodyear resident, spoke about the programs that Special Olympics has to support adaptive sports. He said that the link on the Parks and Recreation site forwarded folks to Laura Jones and their telephone since Goodyear did not have funding for adaptive recreation. He added that there are 289 registered Special Olympians in the city of Goodyear and they need activities.

Ronny Jones, a Goodyear resident, asked the Council to support adaptive sports in Goodyear.

Jen, a Goodyear resident, asked Council to help Special Olympics programs.

Dennis Hudson, a Mobile/Goodyear resident, spoke about his great-grandparents having homesteaded the property in Mobile. He also referenced a sign that the city installed and the zoning requirements for his property.

Robert Hudson, a Mobile/Goodyear resident, spoke about the zoning requirements for his property. He spoke about his grandparents who homesteaded in the area.

CONSENT

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda items 3 through 9. The motion carried as follows:

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

Passed - Unanimously

3. APPROVAL OF MINUTES

Approve the draft minutes from the January 23, 2023 Regular Meeting. (Darcie McCracken, City Clerk)

4. FINAL PLAT FOR VILLAS GOODYEAR

Recommendation

Approve the Final Plat of Villas Goodyear, subject to the following stipulations. (Marty Crossland, Interim Deputy Director of Development Engineering)

5. APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

Recommendation

Approve budget amendments & related expenditure authority. (Ryan Bittle, Finance Manager)

6. FINAL PLAT FOR LAS VENTANAS PARCEL 1

Recommendation

Approve the Final Plat of Las Ventanas Parcel 1. (Marty Crossland, Interim Deputy Director of Development Engineering)

Council inquired about why the extension should take place. Staff responded that the prior approval has expired and staff is recommending that the approval be granted so the builder may continue the process. Staff confirmed it would be for one year.

7. **FINAL PLAT FOR LAS VENTANAS PARCEL 2**

Recommendation

Approve the Final Plat of Las Ventanas Parcel 2. (Marty Crossland, Interim Deputy Director of Development Engineering)

8. **RECOMMEND APPROVAL OF A NEW SERIES 4 (WHOLESALE) LIQUOR LICENSE FOR BLUE CLOUD DISTRIBUTION OF ARIZONA, INC.**

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 219076, a request made by Camila Alarcon, Agent of Blue Cloud Distribution of Arizona, Inc., for a new Series 4 liquor license. Blue Cloud Distribution of Arizona, Inc. is located at 3105 N. Cotton Ln., Goodyear, AZ 85395, (Generally located North of Thomas and East of Cotton Rd.). (Darcie McCracken, City Clerk)

9. **RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR GUS'S NEW YORK PIZZA & BAR**

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 220527, a request by Manal Almasri, owner/applicant for Gus's New York Pizza & Bar, for a new Series 12 liquor license. Gus's New York Pizza & Bar is located at 13824 W. McDowell Rd. #A100, Goodyear, AZ 85395 (generally located N of McDowell Rd and E of Litchfield Rd). (Darcie McCracken, City Clerk)

PUBLIC HEARINGS

10. **RECOMMEND APPROVAL FOR A NEW CLASS A BINGO LICENSE**

Mayor Pizzillo opened the public hearing at 6:56 p.m.

Deputy City Clerk Corinne Ferguson presented information on the Class A Bingo License. She reported that the application was for Pebble Creek Association and the proceeds would be returned to the participants in the form of cash prizes after any expenses.

The applicant was present but declined to speak.

There being no speakers, Mayor Pizzillo closed the public hearing at 6:58 p.m.

MOTION BY Councilmember Wally Campbell, SECONDED BY Vice Mayor Laura Kaino to APPROVE the Class A Bingo License for the Pebble Creek Association. The motion carried as follows:

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

Passed - Unanimously

BUSINESS

11. **EXTENSION OF REZONING APPROVAL FOR THE INNOVATION CENTRE PLANNED AREA DEVELOPMENT**

Planning Manager Steve Careccia presented information on the Innovation Centre PAD request to extend the approval of the PAD for two years and that the original stipulations required vertical construction by now.

Council inquired about why it wasn't ready yet. Development Services Director Christopher Baker responded that the property in question had a number of special requirements since it is located on the flood zone. He added that the applicant is close to having everything done.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Brannon Hampton to APPROVE the extension of the rezoning approval for the Innovation Centre Planned Area Development. The motion carried as follows:

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

Passed - Unanimously

INFORMATION ITEMS

Council asked for increased traffic enforcement on Bullard by Encanto.

Council inquired about the proposed changes to the Rules of Procedure. City Manager Julie Karins clarified that staff would make changes and come back in a Work Session setting for Council to discuss and provide any additional direction.

Ms. Karins reported on the Balloon Classic having approximately 16,000 people in attendance. She also spoke about the Vision and Sound event held Sunday that had 300 attendees.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

February 13, 2023	Work Session	5:00 p.m.
February 27, 2023	Regular Meeting	5:00 p.m.

EXECUTIVE SESSION

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

12. Pursuant to A.R.S. § 38-431.03 (A)(1) & (3) for consultation with the city's attorney and for the discussion or consideration of employment, assignment, appointment, promotion, salaries or resignation of a public officer, appointee or employee of the public body related to the process or appointment of a new or interim City Manager.

MOTION BY Councilmember Bill Stipp, SECONDED BY Vice Mayor Laura Kaino to CONVENE an Executive Session. The motion carried as follows:

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

Passed - Unanimously

Council moved into Executive Session at 7:11 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 7:57 p.m.

RECONVENING OF REGULAR MEETING

Mayor Pizzillo reconvened the Regular Meeting at 7:57 p.m.

CONTINUATION OF BUSINESS

13. The City Council may consider for possible action the appointment of a City Manager on an interim or other basis.

MOTION BY Councilmember Bill Stipp, SECONDED BY Vice Mayor Laura Kaino to direct the City Attorney to draft, and Mayor to execute, a three-year agreement for Wynette Reed as City Manager with a base salary of \$262,000, a \$400 monthly auto allowance, 10% of base pay in deferred compensation contribution, 160 hours of vacation annually, 80 hours of executive leave annually, and a six-month severance position, with all other standard conditions of the city manager employment agreement, to be effective February 19, 2023. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

NAY: Councilmember Wally Campbell

Passed

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 7:59 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 February 6, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2023.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 2.
DATE: 02/27/2023
AI #:1343



CITY COUNCIL ACTION REPORT

SUBJECT: CITY COUNCIL SUBCOMMITTEE APPOINTMENTS

STAFF PRESENTER(S): Rosalva Zimmerman, Assistant to the Mayor

SUMMARY

City Council subcommittee appointments for 2023.

RECOMMENDATION

Recognize the City Council subcommittee appointments for 2023. (Rosalva Zimmerman, Assistant to the Mayor)

FISCAL IMPACT

There is no fiscal impact.

BACKGROUND AND PREVIOUS ACTIONS

At the end of each calendar year, the Mayor may modify the composition of each of the City Council subcommittees. Mayor Pizzillo considers the City Council preferences and interests when reviewing and determining the annual appointments.

The 2023 appointments are as follows:

Community Funding Committee:

Vice Mayor Laura Kaino
Councilmember Wally Campbell
Councilmember Vicki Gillis

Boards and Commissions Selection Committee:

Vice Mayor Laura Kaino
Councilmember Sheri Lauritano
Councilmember Wally Campbell

City Audit Committee:

Councilmember Sheri Lauritano
Councilmember Brannon Hampton
Councilmember Vicki Gillis

Goodyear Public Safety Retirement Board:

Councilmember Laura Kaino

In accordance with A.R.S. §38-847, Mayor Pizzillo has designated Vice Mayor Kaino as chairperson of the Goodyear Public Safety Personnel Retirement System Boards.

ITEM #: 3.
DATE: 02/27/2023
AI #:1289



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE EXPENDITURE UP TO \$584,200 FOR THE
PURCHASE AND INSTALLATION OF AN AERATION BLOWER
AT THE GOODYEAR WATER RECLAMATION FACILITY**

STAFF PRESENTER(S): Todd Carpenter, Process Operations Manager

OTHER PRESENTER(S):

Stephen Scinto, Interim Deputy Public Works Director

SUMMARY

Request Council approval of the expenditure of FY2023 funds for the purchase and installation of an aeration blower at the Goodyear Water Reclamation Facility (Project 60093).

RECOMMENDATION

Approve expenditure of funds up to \$584,200 to purchase and install an aeration blower at the Goodyear Water Reclamation Facility. (Todd Carpenter, Process Operations Manager; Stephen Scinto, Interim Deputy Public Works Director)

FISCAL IMPACT

The Goodyear WRF Blower Replacement (Project 60093) has an approved project budget of \$622,700 in the FY2022 Capital Improvement Program funded through wastewater operating funds. \$38,500 has been expended for Design Services and the remaining available budget of \$584,200 will be used for the purchase and installation of the equipment.

BACKGROUND AND PREVIOUS ACTIONS

Per City of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of \$500,000 must obtain Council approval. The city has developed and approved a Capital Improvement Program for FY2022 through FY2026. The aeration blower was planned to be replaced in FY2023 per this plan. A formal solicitation was put out for competitive bid, and through the selection process Felix Construction will be providing the blower and installation services.

STAFF ANALYSIS

The approved CIP includes the purchase of a replacement blower at the Goodyear WRF in FY23. This blower is controlled by a variable frequency drive (VFD) which will give operations a full range of flexibility in meeting daily aeration basin treatment demands as well as the anticipated future expansion needs.

ITEM #: 4.
DATE: 02/27/2023
AI #:1295



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT FOR CITRUS PARK PHASE 2B

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

OTHER PRESENTER(S):

Doug Chubin, CVL Consultants

SUMMARY

A Final Plat subdividing approximately 43 acres into 155 lots and 44 tracts located near the southwest corner of Lower Buckeye Road and Citrus Road.

RECOMMENDATION

Approve the Final Plat of Citrus Park Phase 2B subdividing approximately 43 acres generally located near the southwest corner of Lower Buckeye Road and Citrus Road into 155 lots and 44 tracts (the "Platted Property"). (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 2B 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 issued for any structure within the Final Plat for Citrus Park Phase 2B until the outdoor community pool that is to be constructed pursuant to stipulations 6 and 7 in Ordinance No. 2021-1493 has been completed.
5. 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 subject to Ordinance No. 2021-1493, 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 Platted Property shall be issued until the S. Citrus Road Improvements have been substantially completed, as determined by the City Engineer or designee;

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. Unless regional wastewater Line O identified in the West Goodyear Master Wastewater Study as benefiting the Platted Property (“Wastewater Line O”) has been constructed or under construction by others when the first final plat subdividing all or part of the property subject to Ordinance No. 2021-1493 is to be recorded, Owner shall be responsible for constructing Line O;

8. 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 subject to Ordinance No. 2021-1493 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 subject to Ordinance No. 2021-1493, shall be issued until this line has been substantially completed, as determined by the City Engineer or designee;

9. No building permits for any structure within any of the property subject to Ordinance No. 2021-1493 shall be issued until Wastewater Line O has been substantially completed, as determined by the City Engineer or designee;

10. Prior to the earlier of the recordation of the first final plat subdividing all or part of the property subject to Ordinance No. 2021-1493 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 subject to Ordinance No. 2021-1493 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.

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
Preplat CAR
Final Plat

Aerial Photo Citrus Park



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



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.

Printed By: Dominique
Print Date: February 8, 2023
Filename: N:\010\14100\1\CADD\Phase 2\DS PH2B.FPLAT.01.dwg

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

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 2B" 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, THE STREETS DESIGNATED AS "RW DEDICATED HEREON" SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES ALL TRACTS WITHIN 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, (THE "HOA"), ALL TRACTS WITHIN THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN 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 PERMITTEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS TRACTS 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, WATER AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACTS 2J AND 2L DESIGNATED AS "WATER LINE EASEMENTS DEDICATED HEREON" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER AND ACCESS EASEMENT AREAS"), THE WATER AND ACCESS EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERRECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER AND ACCESS EASEMENT AREAS AND THE WATER AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT-OF-WAY, OWNER AGREES TO INSTALL, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WATER AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. 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 WATER AND 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 WATER AND ACCESS EASEMENT AREAS.

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 2J, 2K, 2L, 2M, 2N, 2O, 2Q, 2R, 2S, 2Y, 2HH, 2TT AND 2XX, ON THIS FINAL PLAT 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 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 2J, 2K, 2L, 2M, 2N, 2O, 2Q, 2R, 2S, 2Y, 2HH, 2TT AND 2XX.

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 2J, 2K, 2L, 2M, 2N, 2O, 2Q, 2R, 2S, 2Y, 2HH, 2TT AND 2XX ON THIS FINAL PLAT AND 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 THE PERFORMING THE MAINTENANCE WORK, AS DESCRIBED ABOVE AND AGREES THAT TRACTS 2J, 2K, 2L, 2M, 2N, 2O, 2Q, 2R, 2S, 2Y, 2HH, 2TT AND 2XX, 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 2J, 2K, 2L, 2M, 2N, 2O, 2Q, 2R, 2S, 2Y, 2HH, 2TT AND 2XX 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 2J, 2K, 2L, 2M, 2N, 2O, 2Q, 2R, 2S, 2Y, 2HH, 2TT AND 2XX.

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.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO CITRUS PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, A MOTOR COURT EASEMENT OVER, ACROSS AND THROUGH TRACTS 2T, 2V, 2Z, 2BB, 2CC, 2EE, 2II, 2KK, 2LL, 2NN, 2QQ, 2SS, 2UU, 2VV, 2YY AND 2AAA INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN ("MOTOR COURT EASEMENT AREAS") FOR THE PURPOSE OF ENTERING, INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING ALL IMPROVEMENTS NECESSARY TO PROVIDE VEHICULAR AND PEDESTRIAN ACCESS TO THE LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS. THE HOA SHALL BE AND REMAIN RESPONSIBLE FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR AND REPLACEMENT OF THE IMPROVEMENTS NECESSARY TO PROVIDE VEHICULAR AND PEDESTRIAN ACCESS TO THE LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS. 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, AN ARIZONA NON-PROFIT CORPORATION, (THE "HOA") IN TRACTS 2T, 2V, 2Z, 2BB, 2CC, 2EE, 2II, 2KK, 2LL, 2NN, 2QQ, 2SS, 2UU, 2VV, 2YY AND 2AAA INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN, ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") FURTHER DEDICATES TO THE OWNERS OF THE LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS NON-EXCLUSIVE PERMANENT ACCESS EASEMENTS OVER, ACROSS AND THROUGH THE MOTOR COURT EASEMENTS AREAS FOR USE BY THE OWNERS OF LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS AND THEIR RESPECTIVE INVITEES FOR THE PURPOSE OF PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS TO THE LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS. THE MOTOR COURT EASEMENTS AND ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PARTS OF TRACTS 2T, 2V, 2Z, 2BB, 2CC, 2EE, 2II, 2KK, 2LL, 2NN, 2QQ, 2SS, 2UU, 2VV, 2YY AND 2AA.

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, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS FINAL PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS TRACTS 2T, 2V, 2Z, 2BB, 2CC, 2EE, 2II, 2KK, 2LL, 2NN, 2QQ, 2SS, 2UU, 2VV, 2YY AND 2AAA AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSE OF PROVIDING, RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES, SERVICES ON BEHALF OF THE CITY OF GOODYEAR, AND/OR PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS FINAL PLAT. THE NON-EXCLUSIVE ACCESS EASEMENT DEDICATED HEREON RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS 2T, 2V, 2Z, 2BB, 2CC, 2EE, 2II, 2KK, 2LL, 2NN, 2QQ, 2SS, 2UU, 2VV, 2YY AND 2AAA.

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: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

ON THIS, THE ____ DAY OF _____, 20____, BEFORE ME

PERSONALLY APPEARED _____, THE _____ 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 ACKNOWLEDGED HIMSELF/HERSELF TO BE AN AUTHORIZED AGENT TO EXECUTE THIS DOCUMENT ON BEHALF OF ARROYO CAP II-2, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE/SHE, 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: _____ DATE _____

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 ALL TRACTS 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: _____

ITS: _____

HOMEOWNERS ASSOCIATION RATIFICATION

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }

ON THIS, THE ____ DAY OF _____, 20____, BEFORE ME

PERSONALLY APPEARED _____, AND ACKNOWLEDGED HIMSELF/HERSELF TO BE AN AUTHORIZED AGENT OF CITRUS PARK HOMEOWNERS ASSOCIATION AN ARIZONA NON-PROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, 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: _____

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.

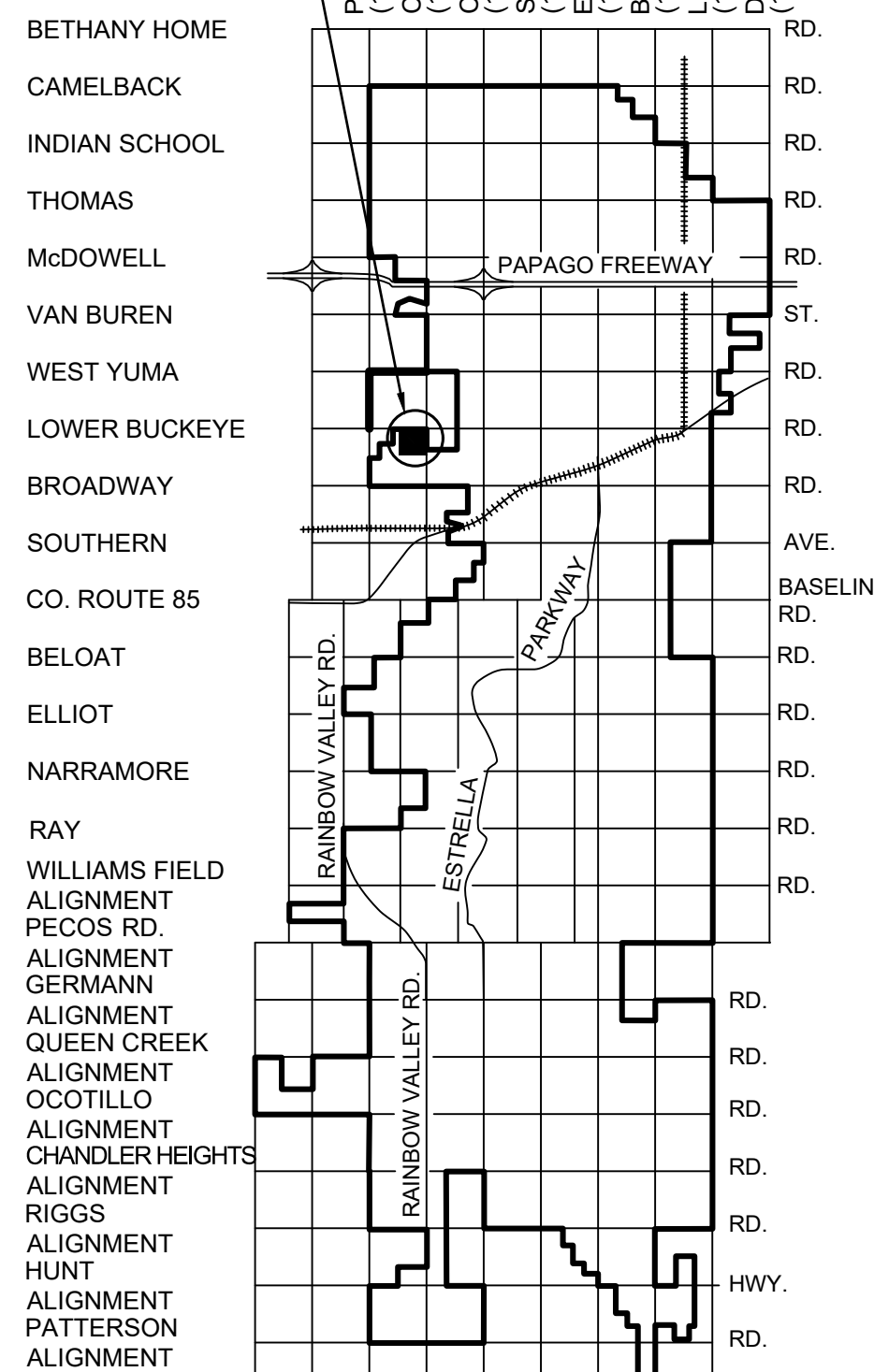
SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	LOT AREA, CURVE TABLES, AND LEGEND
SHEET 3	LEGAL DESCRIPTION, TRACT TABLE, GENERAL NOTES
SHEET 4	KEY MAP AND FINAL PLAT
SHEET 5-10	FINAL PLAT

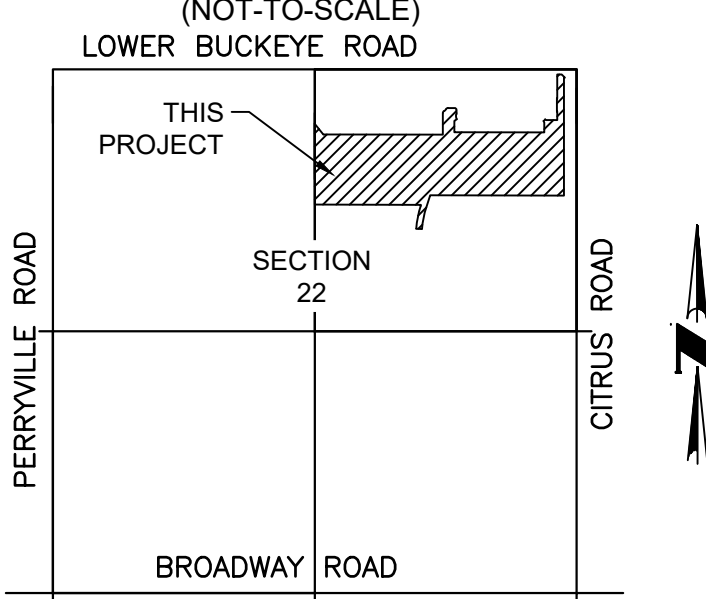
FINAL PLAT FOR
CITRUS PARK PHASE 2B

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

THIS
PROJECT



VICINITY MAP



VICINITY MAP

FINAL PLAT APPROVAL	
APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS ____ DAY OF _____, 20____.	
BY: _____ MAYOR (JOE PIZZILLO)	
ATTEST: _____ CITY CLERK (DARCIE McCRACKEN)	

FINAL PLAT APPROVAL	
APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA ON THIS ____ DAY OF _____, 20____.	
BY: _____ CITY ENGINEER (SUMEET MOHAN)	

COUNTY RECORDER

CERTIFICATION

I, RICHARD G. ALCOECR, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF NINE (9) 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. ALCOECR, R.L.S.
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

OPTIONEE CONSENT

THE UNDERSIGNED, LS-CITRUS PARK LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OPTIONEE") ENTERED INTO AN OPTION AGREEMENT WITH ARROYO CAP II-2, LLC, A DELAWARE LIMITED LIABILITY COMPANY PURSUANT TO WHICH OPTIONEE WAS GRANTED A RIGHT TO PURCHASE PROPERTY INCLUDED WITHIN THE FINAL PLAT FOR CITRUS PARK PHASE 2B, AS MEMORIALIZED IN THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT DATED JUNE 24, 2021 RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2021 0695536. OPTIONEE HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS FINAL PLAT AND DOES HEREBY RELEASE FROM THE OPTION AGREEMENT THAT PORTION OF THE PROPERTY CONVEYED TO THE CITY OF GOODYEAR IN FEE AS SHOWN ON THIS FINAL PLAT. OPTIONEE, ON BEHALF OF ITSELF AND ALL FUTURE SUCCESSOR AND ASSIGNS TO THE OPTION AGREEMENT, HEREBY CONSENTS TO AND SHALL BE BOUND TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS OPTIONEE CONSENT ON BEHALF OF LS-CITRUS PARK LLC, A DELAWARE LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF LS-CITRUS PARK LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED DULY AUTHORIZED

REPRESENTATIVE THIS ____ DAY OF _____, 20____.

LS-CITRUS PARK LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: LANDSEA HOMES OF ARIZONA LLC,
AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: LANDSEA HOMES UNITED STATES CORPORATION
A DELAWARE CORPORATION
ITS: MANAGER

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }

ON THIS, THE ____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED

_____, THE _____ OF LANDSEA HOMES UNITED STATES CORPORATION, THE MANAGER OF LANDSEA HOMES OF ARIZONA, LLC, AS THE MANAGER OF LS-CITRUS PARK LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS FINAL PLAT FOR CITRUS PARK PHASE 2B ("FINAL PLAT") AND WHO ACKNOWLEDGED THAT BY HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE FINAL PLAT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE FINAL PLAT.

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

WITNESS MY HAND AND OFFICIAL SEAL

_____, (SEAL)

SITE SUMMARY			
LAND USE AREAS	SQUARE FEET	ACRES	PERCENT
AREA OF LOTS	801,615	18.403	
RIGHT OF WAY	318,146	7.304	
OPEN SPACE TRACTS	756,613	17.369	40
ACTIVE OPEN SPACE		14.512	84
PASSIVE OPEN SPACE		2.857	16
TOTAL GROSS AREA	1,876,374	43.076	

DEVELOPER

LS-CITRUS PARK LLC
18575 JAMBOREE ROAD, SUITE 240
SCOTTSDALE, ARIZONA 85258
CONTACT: GENE STROJEK
PHONE: (480)-629-4111
EMAIL: GSTROJEK@LANDSEAHOMES.COM

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

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

SEE SHEET 02 FOR CURVE TABLE AND LOT AREA TABLE
SEE SHEET 03 FOR GENERAL NOTES

CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
Phone: (602) 264-6831
www.cvlci.com

DATE: _____

REVISION: _____

NO. _____

COVER SHEET
FINAL PLAT

CITRUS PARK PHASE 2B
GOODYEAR, ARIZONA

COE AND VAN LOO II L.L.C.

01 SHEET OF 09

CVL Contact: M. NAHLIK
CVL Project #: 0141001

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LOT #	AREA (SQUARE FEET)
314	8,475
315	8,179
316	9,373
317	9,034
318	6,935
319	6,931
320	6,928
321	6,924
322	6,917
323	6,914
324	6,910
325	6,907
326	6,904
327	6,900
328	8,189
329	13,636
330	11,507
331	6,850
332	6,892
333	6,901
334	6,872
335	11,124
336	13,480
337	6,784
338	6,875
339	6,875
340	6,875
341	6,875
342	6,875
343	6,875
344	6,873
345	6,600
346	6,600
347	6,600
348	6,600
349	6,600
350	6,600
351	6,598
352	6,598
353	6,600
354	6,600
355	6,600
356	6,600
357	6,600
358	6,600
359	6,600
360	6,600
361	6,600
362	6,600
363	6,600
364	6,600
365	6,600

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
366	6,873
367	6,875
368	6,875
369	6,875
370	6,875
371	6,826
372	12,504
373	12,652
374	6,819
375	8,132
376	3,915
377	3,480
378	3,480
379	3,480
380	3,480
381	3,915
382	3,915
383	3,480
384	3,480
385	3,480
386	3,480
387	3,915
388	3,915
389	3,480
390	3,480
391	3,480
392	3,480
393	3,915
394	3,915
395	3,480
396	3,480
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400	3,915
401	3,480
402	3,480
403	3,480
404	3,480
405	3,915
406	3,915
407	3,480
408	3,480
409	3,480
410	3,480
411	3,915
412	3,915
413	3,480
414	3,480
415	3,480
416	3,480
417	3,915

LOT #	AREA (SQUARE FEET)
418	3,915
419	3,480
420	3,480
421	3,480
422	3,480
423	3,915
424	3,915
425	3,480
426	3,480
427	3,480
428	3,480
429	3,915
430	3,915
431	3,480
432	3,480
433	3,480
434	3,480
435	3,915
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468	3,480

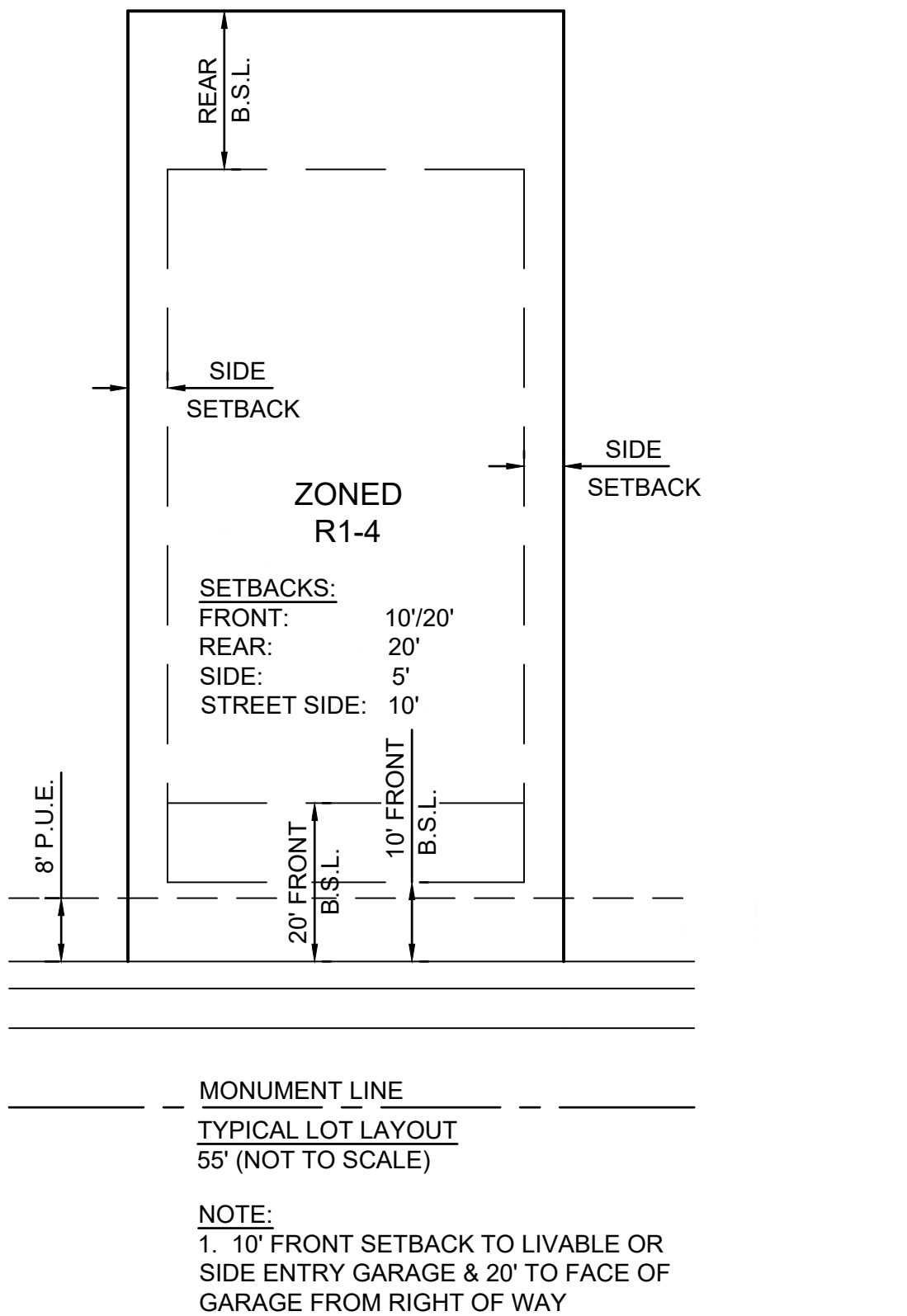
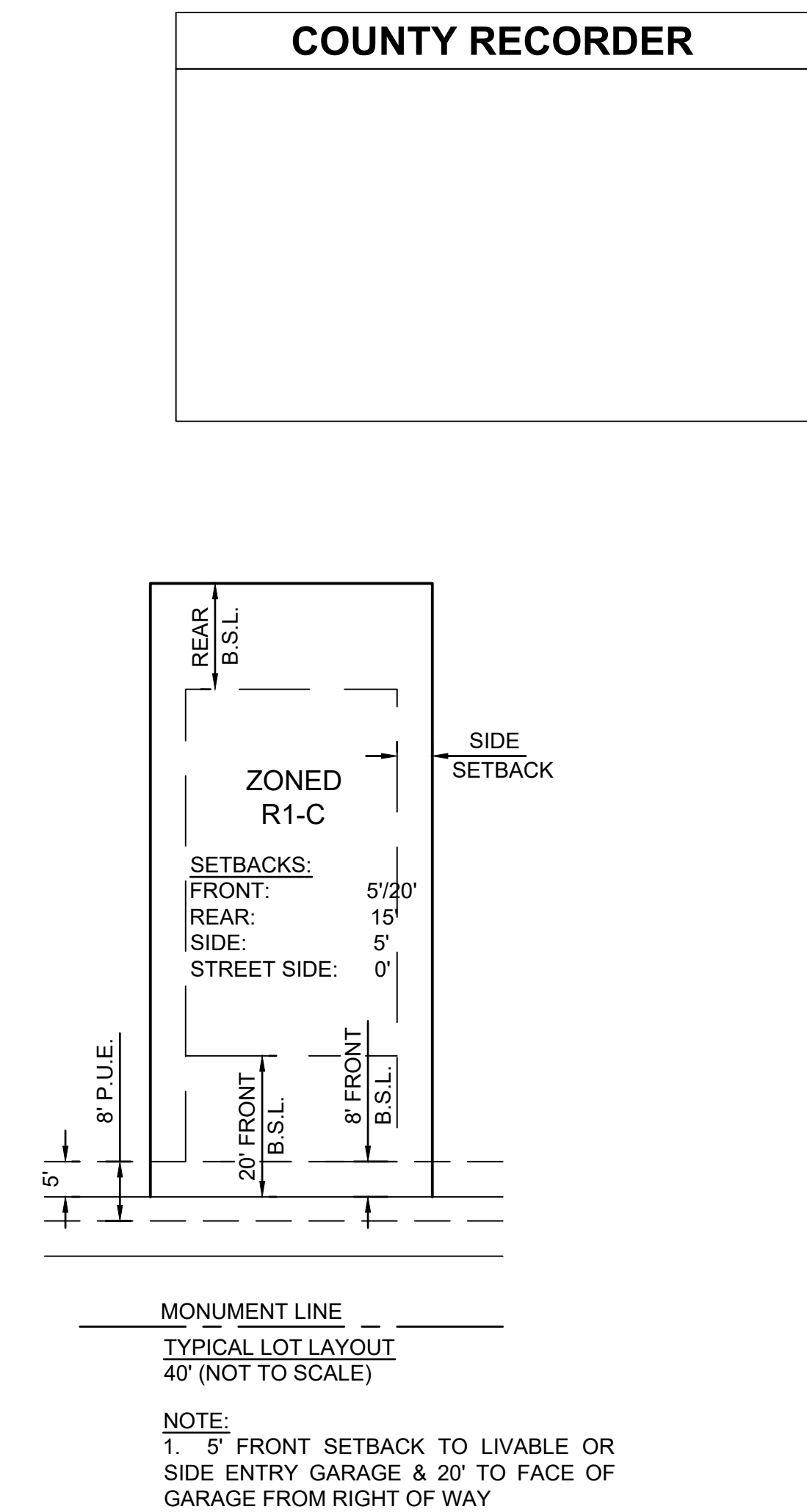
CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	24.71'	25.00'	056°37'59"	13.47	23.72	S28°25'36"W
C2	30.46'	75.00'	023°15'58"	15.44	30.25	N45°06'37"E
C3	24.71'	25.00'	056°37'59"	13.47	23.72	S61°47'38"W
C4	16.65'	55.00'	017°20'29"	8.39	16.58	S08°46'52"W
C5	49.25'	55.00'	051°18'14"	26.41	47.62	S08°12'01"E
C6	24.09'	55.00'	025°05'40"	12.24	23.90	N46°47'15"E
C7	224.65'	970.00'	013°16'11"	112.83	224.15	S11°13'28"W
C8	241.33'	1030.00'	013°25'29"	121.22	240.78	S11°08'49"W
C9	314.16'	200.00'	090°00'00"	200.00	282.84	N45°06'37"E
C10	40.60'	400.00'	005°48'53"	20.32	40.58	S69°14'00"E
C11	309.78'	1000.00'	017°44'57"	156.14	308.54	N08°59'05"E
C12	232.99'	1000.00'	013°20'58"	117.03	232.47	S11°11'04"W
C13	71.61'	100.00'	041°01'44"	37.42	70.09	N69°22'31"W
C14	107.24'	150.00'	040°57'49"	56.03	104.97	S69°20'34"E
C15	16.65'	55.00'	017°20'29"	8.39	16.58	N81°26'22"E
C16	119.69'	55.00'	124°40'58"	104.94	97.43	N44°53'23"W
C17	16.65'	55.00'	017°20'29"	8.39	16.58	S08°46'52"W
C18	52.48'	225.00'	013°21'51"	26.36	52.36	N06°47'32"E
C19	38.06'	375.00'	005°48'53"	19.05	38.04	S69°14'00"E
C20	43.13'	425.00'	005°48'53"	21.58	43.11	S69°14'00"E
C21	220.84'	225.00'	056°14'11"	120.23	212.08	N61°59'32"E
C22	16.65'	55.00'	017°20'29"	8.39	16.58	S81°26'22"W
C23	119.69'	55.00'	124°40'58"	104.94	97.43	S44°53'23"E
C24	16.65'	55.00'	017°20'29"	8.39	16.58	N08°46'52"E
C25	16.65'	55.00'	017°20'29"	8.39	16.58	N08°33'38"W
C26	119.69'	55.00'	124°40'58"	104.94	97.43	S45°06'37"W
C27	16.65'	55.00'	017°20'29"	8.39	16.58	S81°13'08"E
C28	274.89'	175.00'	090°00'00"	175.00	247.49	N45°06'37"E
C29	300.49'	970.00'	017°44'57"	151.46	299.29	N08°59'05"E
C30	280.69'	1030.00'	015°36'50"	141.22	279.82	N10°03'09"E
C31	89.51'	125.00'	041°01'44"	46.77	87.61	N69°22'31"W
C32	89.37'	125.00'	040°57'49"	46.69	87.48	S69°20'34"E
C33	86.14'	55.00'	089°44'18"	54.75	77.60	N44°57'19"W
C34	8.10'	50.00'	009°16'47"	4.06	8.09	S04°43'34"E
C35	7.86'	50.00'	009°00'29"	3.94	7.85	N04°25'04"E
C36	9.15'	50.00'	010°29'04"	4.59	9.14	S05°04'00"E
C37	6.30'	50.00'	007°13'11"	3.15	6.30	N03°47'07"E
C38	6.87'	50.00'	007°52'07"	3.44	6.86	S03°43'32"E
C39	9.05'	50.00'	010°22'27"	4.54	9.04	S05°21'45"W
C40	63.59'	175.00'	020°49'11"	32.15	63.24	S59°16'15"E
C41	53.71'	75.00'	041°01'44"	28.06	52.57	N69°22'31"W


LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
AREA OF LOTS	801,615	18.403
RIGHT OF WAY	318,146	7.304
TRACTS	756,613	17.369
TOTAL GROSS AREA	1,876,374	43.076

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	155
TOTAL NUMBER OF TRACTS	44
GROSS RESIDENTIAL DENSITY	3.60 D.U./A.C.

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 SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB 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 AND STREET ADDRESSING CHANGE - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (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 |
| | 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 DEDICATED HEREON |
| EX. | EXISTING |
| M.C.R. | MARICOPA COUNTY RECORDER |
| M.C.E. | MOTOR COURT EASEMENT |
| ESMT. | EASEMENTS |
| W.E. | WATER EASEMENTS |
| W.M.E. | WATER METER EASEMENTS |
| MISC. | MISCELLANEOUS |
| BK. | BOOK |
| PG. | PAGE |
| REC NO. | RECORDING NUMBER |
| | INDICATES SIGHT VISIBILITY EASEMENT (33'x33') |
| | CORNER LOT- DRIVEWAY RESTRICTION |





CVL CONSULTANTS
 CELEBRATING **60 YEARS**
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 Phoenix, Arizona 85014
 602-264-6831
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NO.	REVISION	DATE

**LOT AREA, CURVE TABLES, AND LEGEND
FINAL PLAT**

COE AND VAN LOO III L.L.C.

**CITRUS PARK PHASE 2B
GOODYEAR, ARIZONA**

COE AND VAN LOO III L.L.C.



Richard G. Alcocer

SHEET 09 OF 09

CVL Contact: **M. NAHLIK**
 CVL Project #: **0141001**

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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. THE PRIVATE DRIVES IN TRACTS 2T, 2V, 2Z, 2BB, 2CC, 2EE, 2II, 2KK, 2LL, 2NN, 2QQ, 2SS, 2UU, 2WW, 2YY AND 2AAA ARE TO BE OWNED AND MAINTAINED BY THE CITRUS PARK HOMEOWNERS ASSOCIATION (HOA).

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

P. 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).

Q. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION APPLIES TO LOTS 314, 344, 351, 352, 366, 375, 376, 399, 400, 423, 424, 459 AND 460.

R. DRAINAGE EASEMENT DEDICATED HEREON IS FOR THE PURPOSE OF CONVEYANCE OF OFFSITE FLOWS THROUGH THIS DEVELOPMENT

TRACT AREA TABLE					
TRACT	AREA (SQUARE FEET)	AREA (ACRES)	A/P	DESCRIPTION	OWNERSHIP / MAINTAINED BY
TRACT 2AA	1,740	0.040	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2AAA	2,996	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2BB	3,000	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2CC	3,000	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2DD	1,740	0.040	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2EE	3,000	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2FF	869	0.020	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2GG	867	0.020	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2HH	29,734	0.683	A	OPEN SPACE / DRAINAGE / TRAIL / LANDSCAPING / PUE	HOA
TRACT 2II	3,000	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2J	111,481	2.559	A	WATER EASEMENT / OPEN SPACE / DRAINAGE / LANDSCAPING / PUE / ELECTRICAL EASEMENT	HOA
TRACT 2JJ	1,740	0.040	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2K	20,775	0.477	P	OPEN SPACE / DRAINAGE / LANDSCAPING / PUE	HOA
TRACT 2KK	3,000	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2L	6,921	0.159	A	WATER EASEMENT / OPEN SPACE / DRAINAGE / LANDSCAPING / PUE	HOA
TRACT 2LL	3,011	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2M	4,903	0.113	P	OPEN SPACE / DRAINAGE / LANDSCAPING	HOA
TRACT 2MM	1,901	0.044	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2N	32,948	0.756	A	OPEN SPACE / DRAINAGE / TRAIL / LANDSCAPING / PUE	HOA
TRACT 2NN	3,033	0.070	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2O	26,400	0.606	A	OPEN SPACE / DRAINAGE / TRAIL / LANDSCAPING / PUE	HOA
TRACT 2OO	1,010	0.023	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2P	2,260	0.052	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2PP	902	0.021	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2Q	28,756	0.660	P	OPEN SPACE / DRAINAGE / LANDSCAPING / PUE	HOA
TRACT 2QQ	3,015	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2R	49,531	1.137	A	OPEN SPACE / DRAINAGE / TRAIL / LANDSCAPING / PUE	HOA
TRACT 2RR	1,931	0.044	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2S	106,160	2.437	A	THE GROVE AT CITRUS PARK / OPEN SPACE / DRAINAGE / TRAIL / LANDSCAPING / PUE	HOA
TRACT 2SS	3,037	0.070	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2T	3,000	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2TT	159,881	3.670	A	OPEN SPACE / DRAINAGE / TRAIL / LANDSCAPING / PUE	HOA
TRACT 2U	1,740	0.040	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2UU	3,023	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2V	3,000	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2V V	1,740	0.040	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2W	868	0.020	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2WW	3,000	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2X	869	0.020	P	OPEN SPACE / LANDSCAPING / PUE	HOA
TRACT 2XX	81,052	1.861	A	OPEN SPACE / DRAINAGE / TRAIL/ LANDSCAPING / PUE	HOA
TRACT 2Y	28,040	0.644	A	OPEN SPACE / DRAINAGE / TRAIL / LANDSCAPING / PUE	HOA
TRACT 2YY	3,000	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2Z	3,000	0.069	P	PRIVATE DRIVE / MCE / PUE / PRIVATE UTILITIES	HOA
TRACT 2ZZ	1,740	0.040	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 L8#33851 MARKING THE NORTHEAST CORNER OF SAID SECTION 22 BEARS SOUTH 89°53'23" EAST, A DISTANCE OF 2,644.69 FEET;

THENCE SOUTH 00°02'54" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 570.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 38°51'11" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 141.47 FEET;

THENCE SOUTH 89°53'23" EAST, A DISTANCE OF 1,236.76 FEET;

THENCE NORTH 00°06'37" EAST, A DISTANCE OF 221.44 FEET TO THE BEGINNING OF A TANGENT CURVE OF 25.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°37'59", A DISTANCE OF 24.71 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 75.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°15'58", A DISTANCE OF 30.46 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 25.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°37'59", A DISTANCE OF 16.65 FEET;

THENCE SOUTH 89°53'23" EAST, A DISTANCE OF 74.38 FEET;

THENCE SOUTH 44°53'23" EAST, A DISTANCE OF 16.97 FEET;

THENCE SOUTH 00°06'37" WEST, A DISTANCE OF 40.17 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°18'14", A DISTANCE OF 49.25 FEET;

THENCE SOUTH 56°08'53" WEST, A DISTANCE OF 31.24 FEET;

THENCE SOUTH 00°06'37" WEST, A DISTANCE OF 116.82 FEET;

THENCE SOUTH 89°53'23" EAST, A DISTANCE OF 931.00 FEET;

THENCE NORTH 00°06'37" EAST, A DISTANCE OF 102.32 FEET;

THENCE NORTH 30°39'55" WEST, A DISTANCE OF 17.95 FEET TO A POINT ON A 55.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 30°39'55" WEST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°05'40", A DISTANCE OF 24.09 FEET;

THENCE SOUTH 55°45'35" EAST, A DISTANCE OF 12.34 FEET;

THENCE SOUTH 89°53'23" EAST, A DISTANCE OF 114.98 FEET;

THENCE NORTH 00°00'56" EAST, A DISTANCE OF 90.00 FEET;

THENCE NORTH 89°53'23" WEST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 00°00'56" EAST, A DISTANCE OF 135.00 FEET;

THENCE SOUTH 89°53'23" EAST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 00°04'33" EAST, A DISTANCE OF 247.78 FEET;

THENCE SOUTH 89°53'23" EAST, A DISTANCE OF 46.84 FEET;

THENCE SOUTH 44°56'19" EAST, A DISTANCE OF 46.71 FEET;

THENCE NORTH 89°59'14" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 65.00 WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22;

THENCE SOUTH 00°00'46" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1,220.50 FEET;

THENCE NORTH 89°49'28" WEST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 1,383.99 FEET;

THENCE SOUTH 17°51'34" WEST, A DISTANCE OF 135.78 FEET TO THE BEGINNING OF A TANGENT CURVE OF 970.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°16'11", A DISTANCE OF 224.65 FEET;

THENCE NORTH 88°04'02" WEST, A DISTANCE OF 60.06 FEET TO A POINT ON A 1,030.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 85°33'55" EAST;

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

THENCE NORTH 17°51'34" EAST, A DISTANCE OF 11.69 FEET;

THENCE NORTH 89°49'28" WEST, A DISTANCE OF 1,098.68 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 835.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,876,373 SQUARE FEET OR 43.076 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

COUNTY RECORDER

DATE

REVISION

NO.

LEGAL DESCRIPTION, TRACT TABLE, GENERAL NOTES

FINAL PLAT

COE AND VAN LOO II L.L.C.

CITRUS PARK PHASE 2B

GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO. 33851
RICHARD G. ALCOCKER
Expires: 12-31-28
ARIZONA

03

SHEET OF

09

CVL Contact: M. NAHLIK

CVL Project #: 0141001

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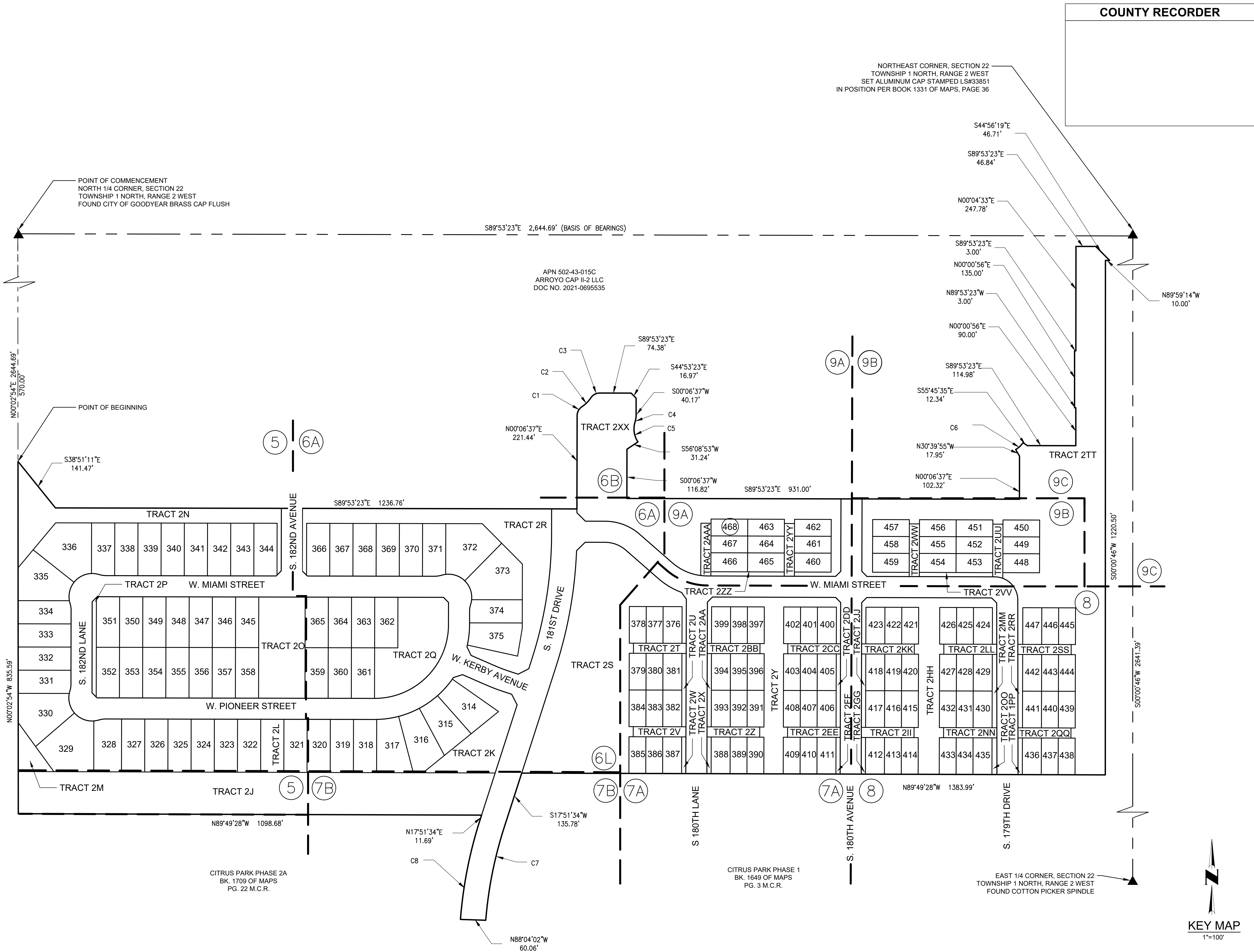
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LAS BRISAS PHASE 1
BK. 886 OF MAPS
PG. 39 M.C.R.



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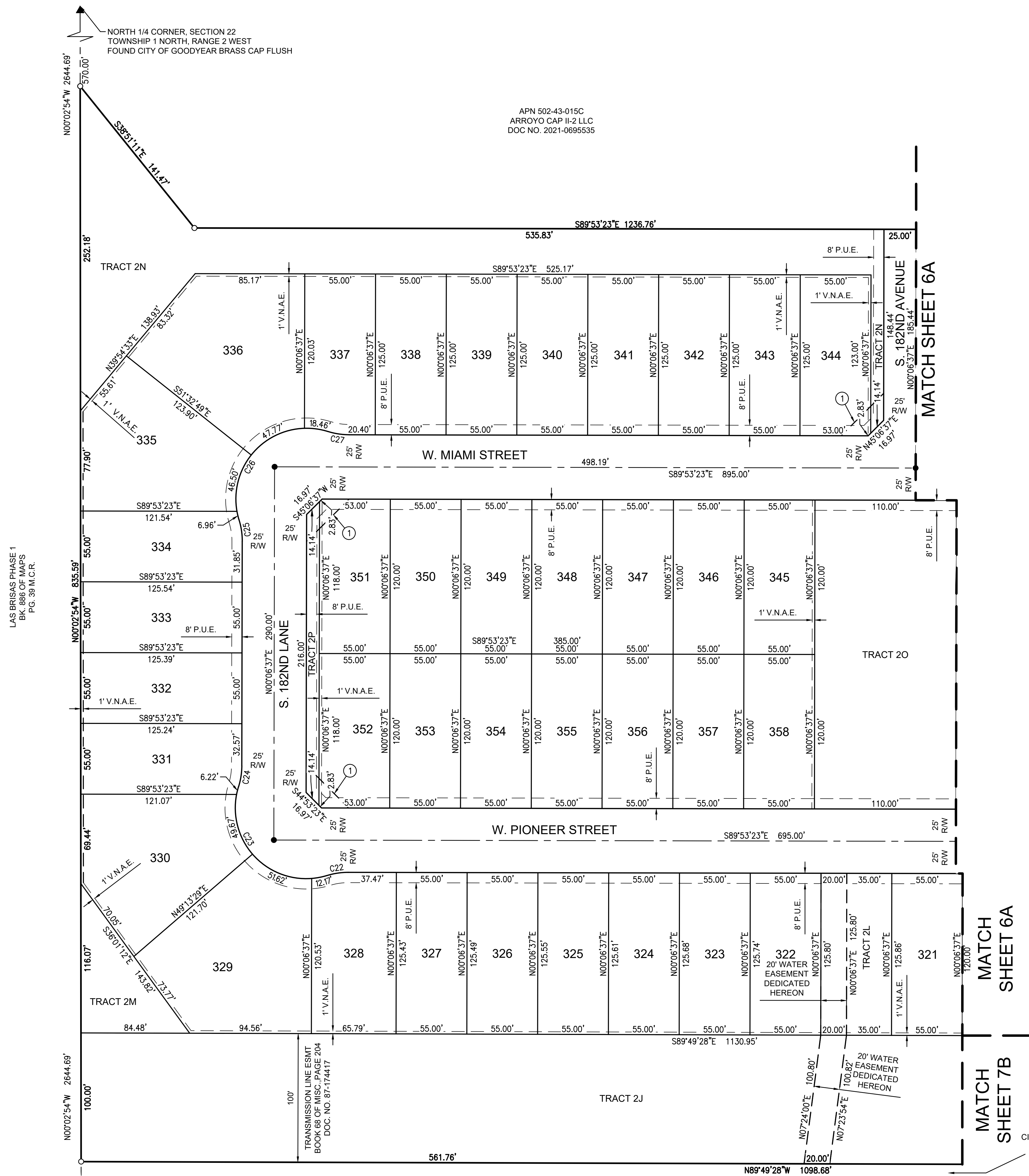
KEY MAP AND FINAL PLAT
FINAL PLAT

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CVL Project #: 0141001
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33851
RICHARD G. ALCOCK
Registered Land Surveyor
ARIZONA
12-20

PROJECT NO. 0141001

COE AND VAN LOO II L.L.C.
CITRUS PARK PHASE 2B
GOODYEAR, ARIZONA



CITRUS PARK PHASE 2A
BK. 1709 OF MAPS
PG. 22 M.C.R.

COUNTY RECORDER

GENERAL NOTES:

1. WAPA APPROVAL FOR IMPROVEMENTS WITHIN THEIR EASEMENT IS REQUIRED PRIOR TO IMPROVEMENT PLAN APPROVAL.
2. WATER AND SEWER IMPROVEMENTS IN PRIVATE DRIVE TRACTS SHALL BE PRIVATE.

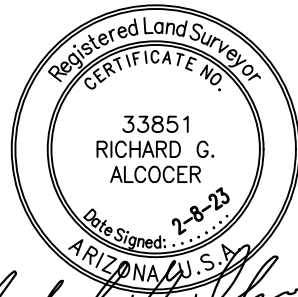


NO.	REVISION	DATE

COE AND VAN LOO II L.L.C.

FINAL PLAT
FINAL PLAT

CITRUS PARK PHASE 2B
GOODYEAR, ARIZONA



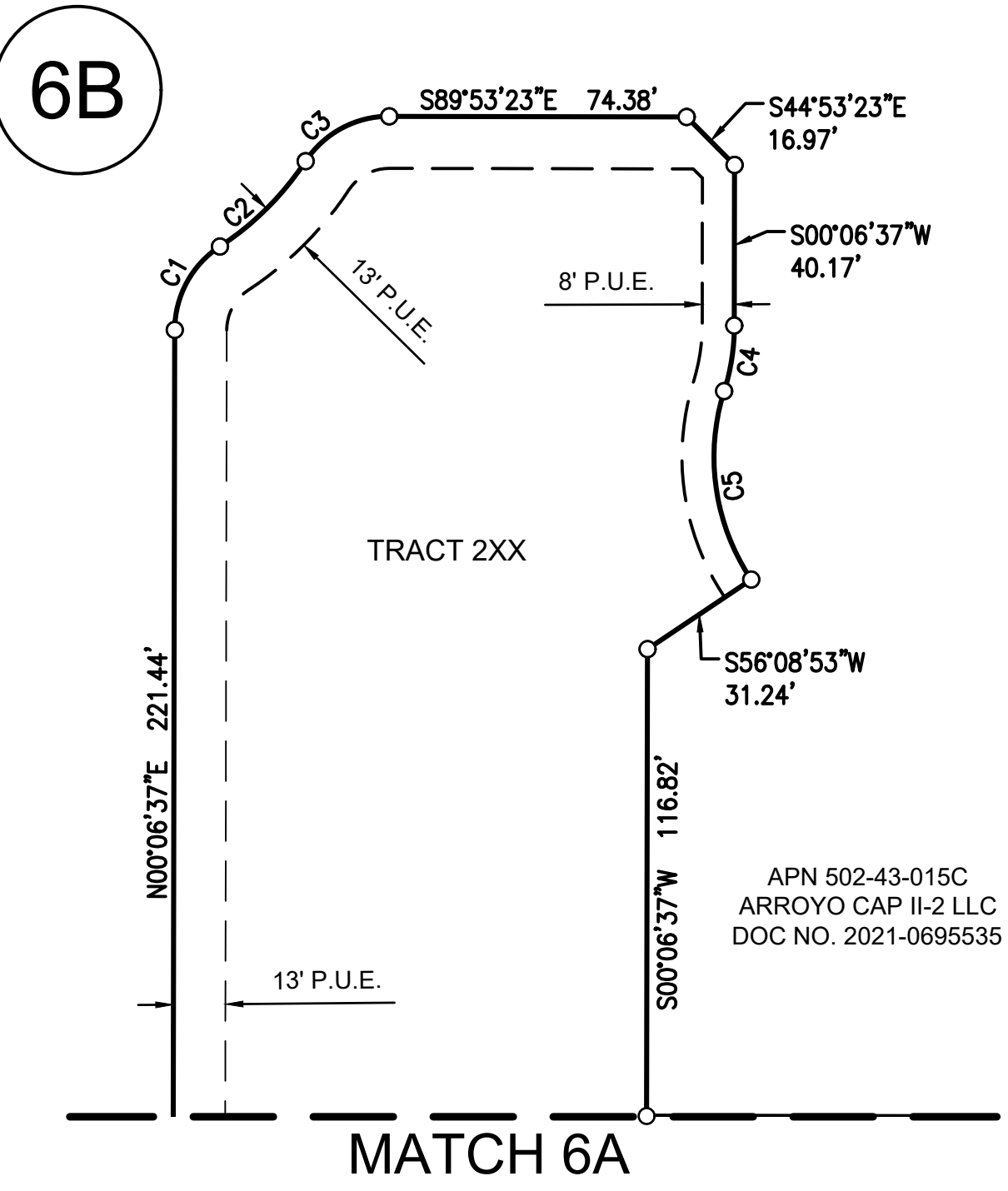
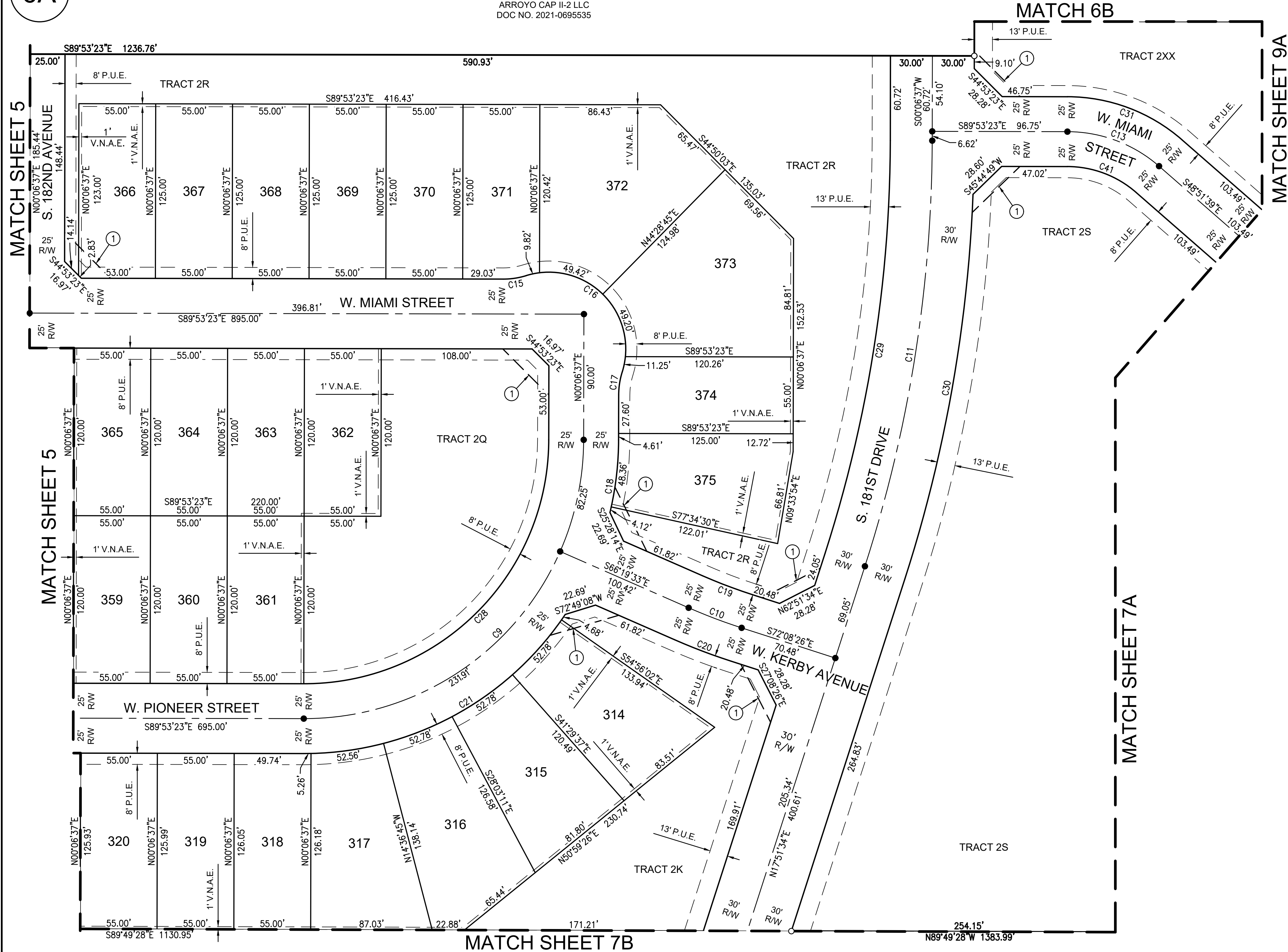
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CVL Project #: 0141001

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6A

APN 502-43-015C
ARROYO CAP II-2 LLC
DOC NO. 2021-0695535



COUNTY RECORDER

GENERAL NOTES:

1. WAPA APPROVAL FOR IMPROVEMENTS WITHIN THEIR EASEMENT IS REQUIRED PRIOR TO IMPROVEMENT PLAN APPROVAL.
2. WATER AND SEWER IMPROVEMENTS IN PRIVATE DRIVE TRACTS SHALL BE PRIVATE.

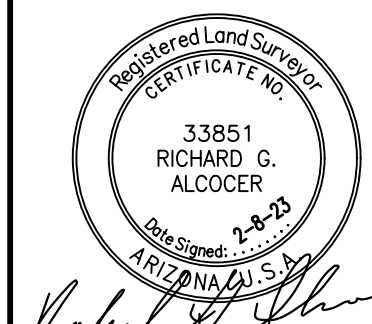


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COE AND VAN LOO II L.L.C.

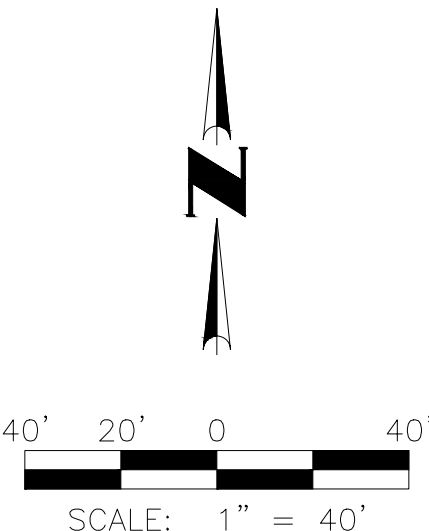
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GOODYEAR, ARIZONA



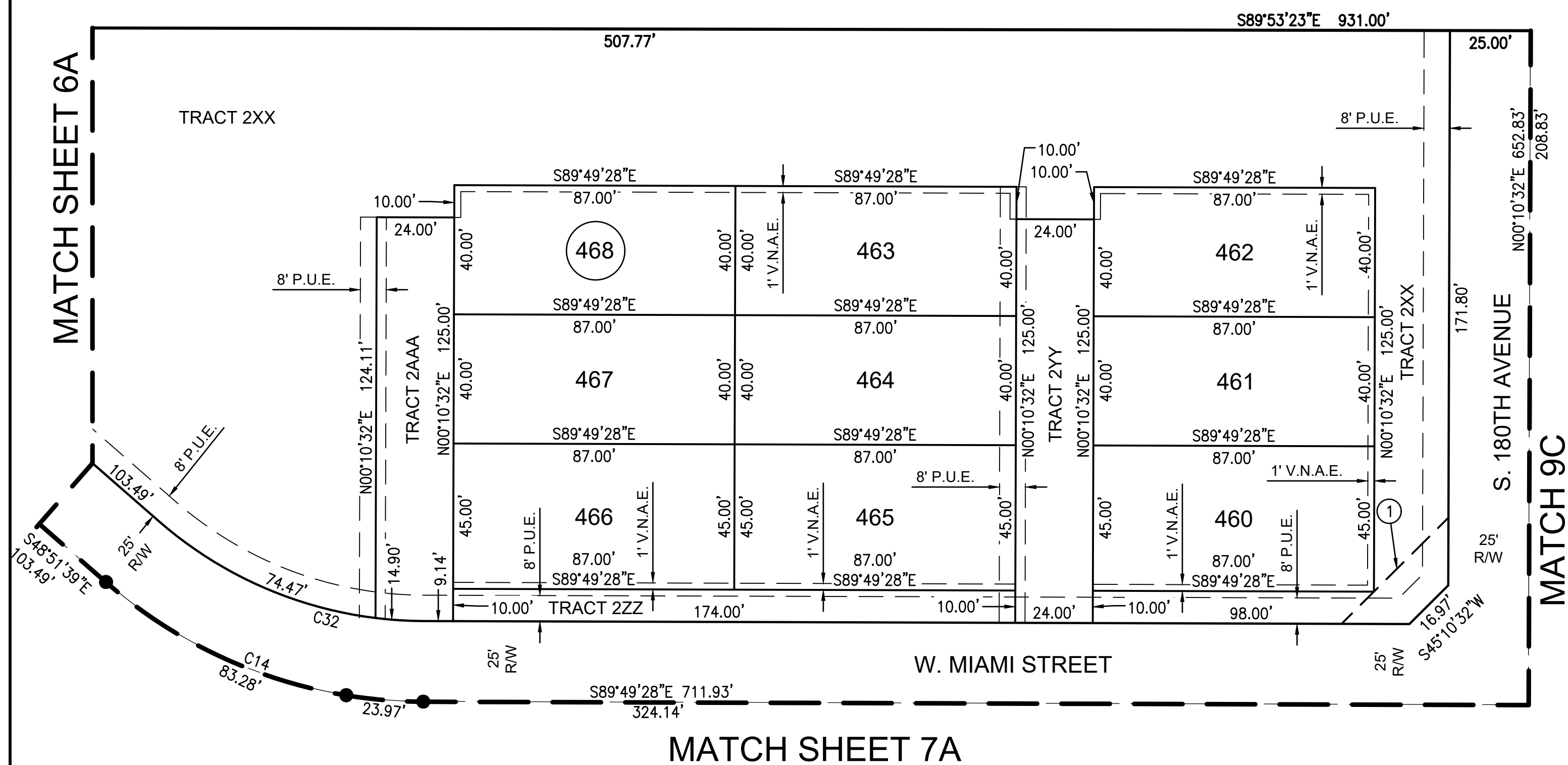
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CVL Project #: 0141001

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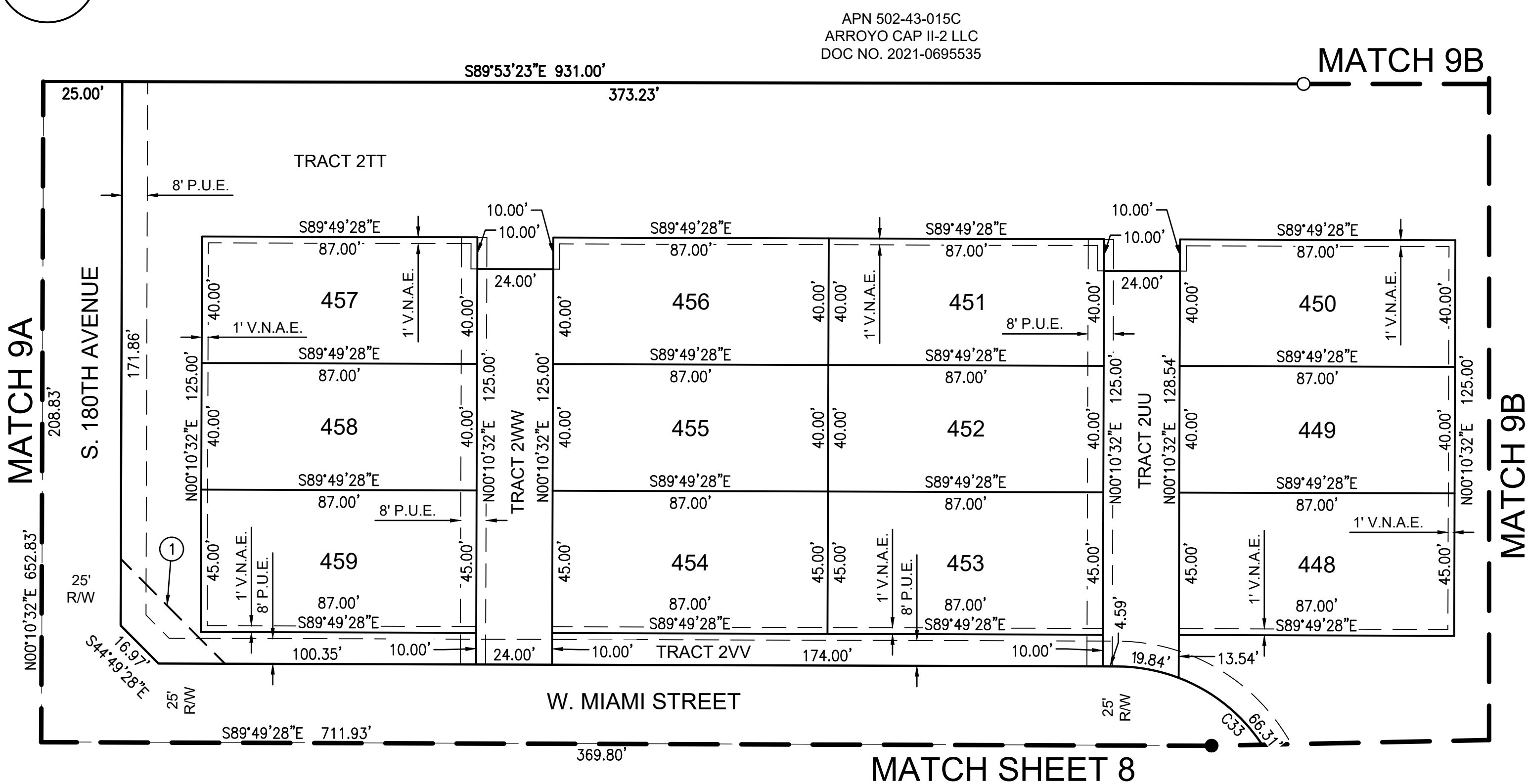
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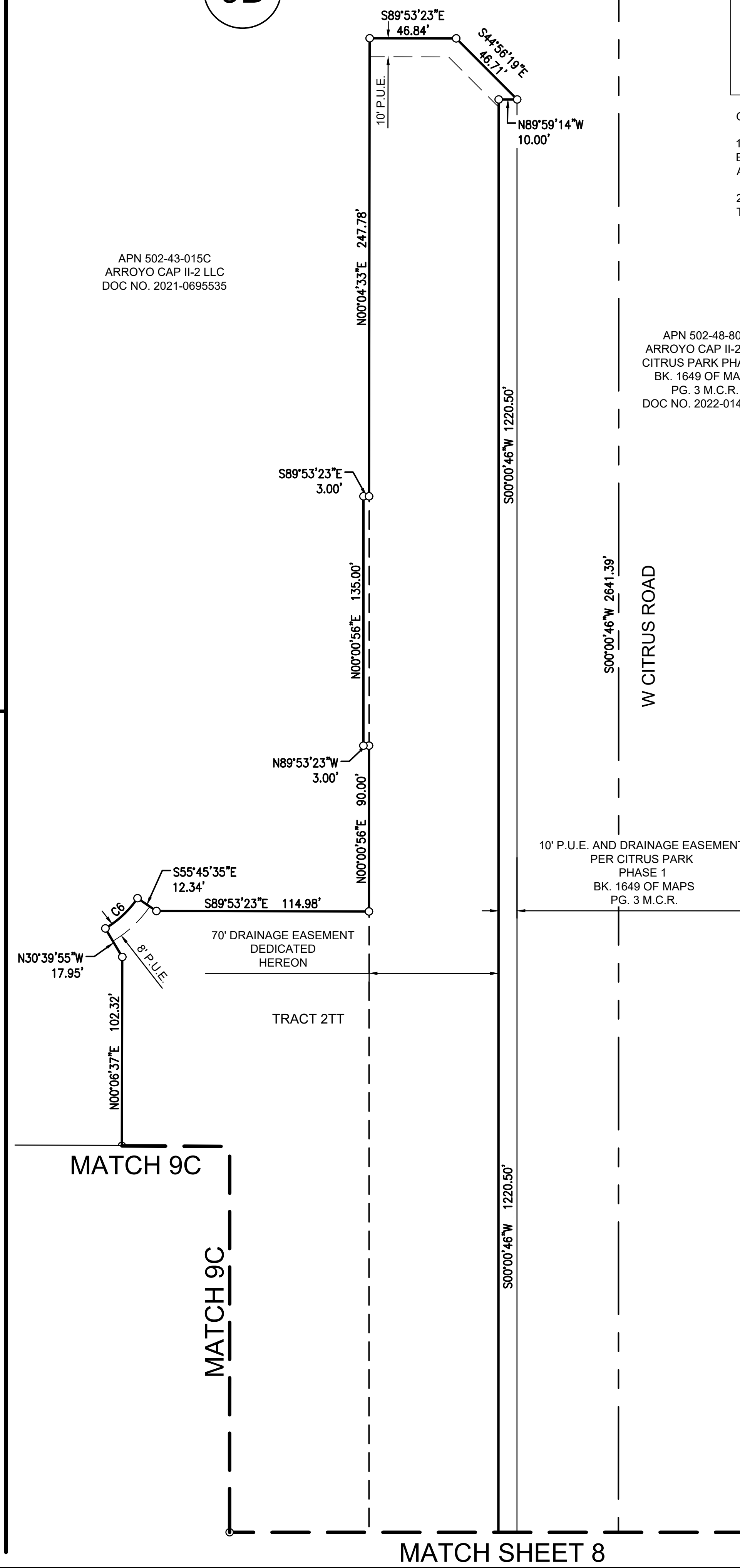
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9B



COUNTY RECORDER

GENERAL NOTES:

1. WAPA APPROVAL FOR IMPROVEMENTS WITHIN THEIR EASEMENT IS REQUIRED PRIOR TO IMPROVEMENT PLAN APPROVAL.
2. WATER AND SEWER IMPROVEMENTS IN PRIVATE DRIVE TRACTS SHALL BE PRIVATE.

APN 502-48-802
ARROYO CAP II-2 LLC
CITRUS PARK PHASE 1
BK. 1649 OF MAPS
PG. 3 M.C.R.
DOC NO. 2022-0146617

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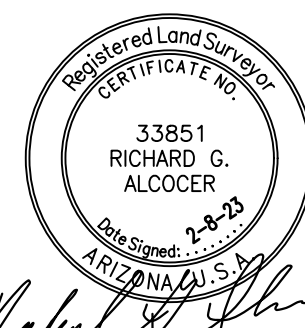
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FINAL PLAT
FINAL PLAT

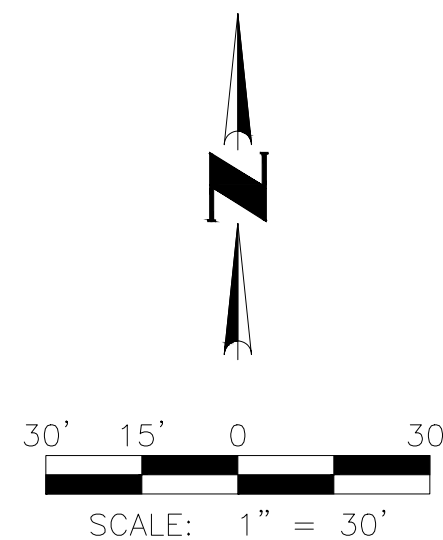
CITRUS PARK PHASE 2B
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CVL Contact: M. NAHLIK
CVL Project #: 0141001

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PROJECT NO. 0141001



ITEM #: 5.
DATE: 02/27/2023
AI #:1309



CITY COUNCIL ACTION REPORT

**SUBJECT: AUTHORIZATION OF EXPENDITURE OF DESIGN FUNDS FOR
APPROVED FY2023 CIP PROJECT #42026 - ESTRELLA
PARKWAY AND BRIDGE PROJECT**

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

SUMMARY

A request to authorize the expenditure of design funds for CMAR Pre-construction services on the Estrella Parkway and Bridge project.

RECOMMENDATION

Authorize the expenditure of design funds for Construction Manager At Risk (CMAR) Pre-construction services on the Estrella Parkway and Bridge project not to exceed \$562,600. (Hugh Bigalk, City Traffic Engineering; Troy Scott, Senior Project Manager Engineering)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

This project consists of designing improvements to an approximately 1.0-mile-long section of Estrella Parkway from MC85 to the Vineyard Road. The improvement includes expansion of the existing 2-lane roadway to a 4-lane cross section with raised medians and new bridge structures over the Gila River and Buckeye Canal.

On 9/26/22 Council authorized design funding expenditure in the amount of \$3,700,000 for design services.

STAFF ANALYSIS

Staff received seven submittals from construction firms on December 5, 2022, in response to a posted request for qualifications, for procuring the services of a Construction Manager at Risk (CMAR). The submittals were reviewed and ranked by a scoring committee consisting of representatives from several different City departments and industry experts. As a result of that review process, staff selected Haydon Building Corp as the pre-construction services contractor firm with the best qualifications for the project. Staff completed negotiations of scope, schedule, and fee with Haydon for use in the final contract. The final negotiated pre-construction service cost is within the FY2023 CIP budget. With Council approval of this authorization of funds not to exceed \$562,511 staff anticipates having Haydon under contract and providing notice to proceed, in March 2023.

ITEM #: 6.
DATE: 02/27/2023
AI #:1123



CITY COUNCIL ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 152 ACRES LOCATED EAST OF BULLARD AVENUE ALONG MCDOWELL ROAD TO PLANNED AREA DEVELOPMENT (PAD) DISTRICT BY ADOPTING GSQ REGIONAL CENTER PLANNED AREA DEVELOPMENT (PAD)

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

SUMMARY

This is a Public Hearing to consider the rezoning of approximately 152 acres generally located along McDowell Road - west of Bullard Avenue, east of 150th Drive, north of Interstate-10 (Papago Freeway) and south of Encanto Boulevard - from Goodyear Planned Regional Center Planned Area Development (PAD) to GSQ Regional Center Planned Area Development (PAD).

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2278, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE NO. 2023-1561 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – GSQ REGIONAL CENTER.

2. ADOPT ORDINANCE NO. 2023-1561, CONDITIONALLY REZONING APPROXIMATELY 152 ACRES OF PROPERTY LOCATED WEST OF BULLARD AVENUE ALONG MCDOWELL ROAD TO BE KNOWN AS GSQ REGIONAL CENTER; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (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. Modifications contained in this action are anticipated to accelerate the fiscal benefits to the city by moving away from the current outdoor mall originally envisioned which is no longer

economically viable.

BACKGROUND AND PREVIOUS ACTIONS

A portion of the property subject to this rezoning request was rezoned to Planned Area Development (PAD) on February 14, 2000 by Ordinance No. 00-679 to be developed in accordance with the Goodyear Planned Regional Center Planned Development dated November 9, 1999 as amended by Ordinance 00-679; and another portion of the property was rezoned to Planned Area Development (PAD) on July 10, 2006 by Ordinance 06-1019 to be developed in accordance with the Goodyear Planned Regional Center Planned Development dated November 9, 1999 as amended by Ordinance 00-679.

Under the current PAD zoning, the property is designated as Mixed Use Commercial and is intended for commercial uses. The PAD and subsequent development agreements contemplated an outdoor shopping mall, known as Estrella Falls, to be developed on the site north of McDowell Road. The 2025 Goodyear General Plan designated the land use for this property as Business and Commerce. A portion of the property is also located within a Village Center Overlay and the Transit Oriented Development Overlay. The proposal is consistent with the General Plan and Overlays. Commercial as well as High Density Multi-Family is also consistent with the Business and Commerce Land Use Area.

STAFF ANALYSIS

Current Policy:

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

Details of the Request:

The applicant is requesting to rezone the approximately 152 acres from Planned Area Development (PAD) with underlying land uses of commercial to Planned Area Development (PAD) with a mix of commercial, and residential uses. This would facilitate the development of a mixed-use regional center.

All permitted uses, development standards, design guidelines, landscape standards and lighting regulations will be governed by the PAD, stipulations and conditions of approval as set forth in the proposed attached draft of the zoning ordinance.

Land Uses:

The property is divided into six Land Areas (Land Areas "A", "B", "C", "D", "E", and "F"). A Conceptual Land Area Plan is provided at Exhibit 4, with diverse permitted uses within each Land Area. A detailed Table of Permitted Uses is included in the GSQ PAD and a depiction of the permitted uses allowed within each Land Area is set forth in the Permitted Use Depiction attached hereto. The following is a brief summary of some of the permitted uses within the various Land Areas included to provide a sense of the variety of land uses that could occur within the PAD.

Land Area A - The intent of Land Area A is to allow a transition between the existing Rio Paseo residential uses to the north into the higher density and intensity commercial and residential uses to the south. Land Area A could be Mixed-Use with Residential and Commercial uses. In addition to multi-family and single family attached residential, other permitted uses in Land Area A include such uses as self-service storage buildings, offices, banks, schools, surgery centers, hotels, restaurants, and bars. A complete list of all permitted uses in Land Area A is included in the GSQ PAD and are depicted in the document titled Permitted and Conditionally Permitted Uses by Land Area attached hereto.

Land Area B - The intent of Land Area B is to allow for a higher density and concentration of

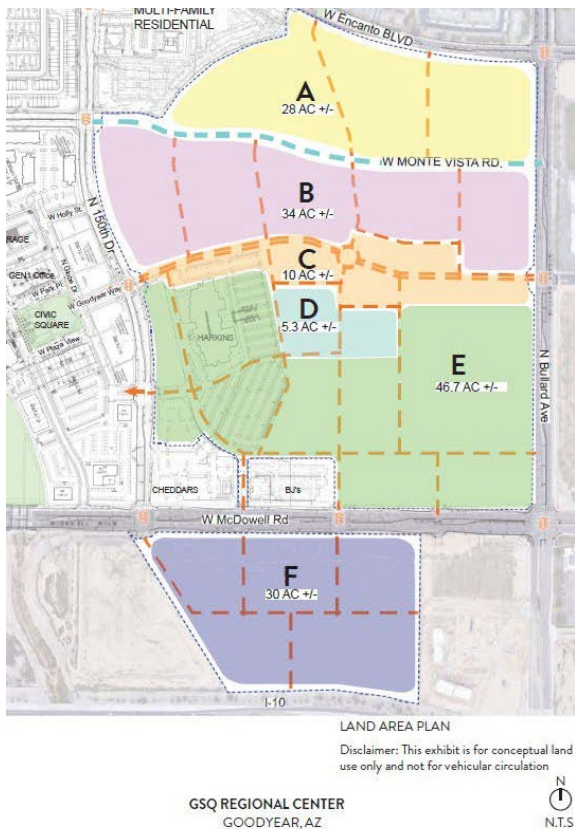
retail and residential uses. As the district transitions towards Goodyear Way, the PAD intends for buildings and active open spaces to front Goodyear Way (the south end of the land use area). The intent is to allow for a vertical mix of uses and encourage taller buildings to be constructed, however, the PAD does not require this to occur and one-story stand-alone single-use buildings would be permitted. Land Area B could be Mixed Use with Commercial and Residential and will have a higher mix and intensity of uses. In addition to multi-family, other permitted uses in Land Area B include car washes (limited to one), gas stations (only one within entire PAD Property but it could be located in Land Area B), auto sale (no outdoor displays in excess of 5 cars), hotels, bars, microbreweries, entertainment venues, restaurants, restaurants with drive-throughs (limited to a combined total of 2 in Land Area B and Land Area E), offices, banks, schools, surgery centers, and veterinary hospitals. A complete list of all permitted uses in Land Area B is included in the GSQ PAD and are depicted in the document titled Permitted and Conditionally Permitted Uses by Land Area attached hereto.

Land Area C - The intent of Land Area C is to be the core or center of the GSQ development. Goodyear Way runs adjacent to and through this Land Area. The PAD intends for buildings and active open spaces to front Goodyear Way. The PAD would allow for single-story and stand-alone single-use buildings or shop buildings to be constructed. The development pattern allows for Land Area C to be developed with a variety of non-residential permitted uses, which include offices, banks, restaurants, bars, microbreweries, and entertainment establishments. A complete list of all permitted uses in Land Area C is included in the GSQ PAD and are depicted in the document titled Permitted and Conditionally Permitted Uses by Land Area attached hereto.

Land Area D – The intent of Land Area D is to function similar to Land Area B but act as more of a transition from the core of the GSQ development into a retail and big-box-oriented portion of the overall development. Land Area D could be Mixed Use with Commercial and Residential and will have a higher mix and intensities of uses. In addition to multi-family, other permitted uses in Land Area D include auto sales (no outdoor displays in excess of 5 cars), hotels, bars, microbreweries, entertainment venues, restaurants, offices, banks, schools, veterinary hospitals and offices, and surgery centers. A complete list of all permitted uses in Land Area D is included in the GSQ PAD and are depicted in the document titled Permitted and Conditionally Permitted Uses by Land Area attached hereto.

Land Area E – The intent of Land Area E is to be focused more on retail and big-box-retail similar to the existing shopping centers found along McDowell Road and PebbleCreek Parkway. Land Area E can be developed with a variety of non-residential uses, which include auto sales (no outdoor displays in excess of 5 cars), gas station (only 1 for entire PAD Property) and car wash if accessory to a gas station, offices, banks, surgery centers, restaurants, restaurants with drive-throughs (limited to a combined total of 2 in Land Area B and Land Area E), bars, microbreweries, and entertainment establishments. A complete list of all permitted uses in Land Area E is included in the GSQ PAD and are depicted in the document titled Permitted and Conditionally Permitted Uses by Land Area attached hereto.

Land Area F – The intent of Land Area F is to allow for the development of automotive dealerships, automotive services and/or develop in a similar manner to that of Land Area E. Land Area F can be developed with a variety of non-residential uses, which include auto sales, auto repair, tire repair and oil and lube shops, hospital, bars, microbreweries, gas station (only 1 for entire PAD Property) car wash (1 stand-alone and, if the sole gas station allowed within the PAD Property is constructed in Land Area F a car wash may be an accessory use to such gas station), colleges, banks, schools, offices, restaurants, 1 stand-alone drive-through restaurant, and hotels. A complete list of all permitted uses in Land Area F is included in the GSQ PAD and are depicted in the document titled Permitted and Conditionally Permitted Uses by Land Area attached hereto.



A maximum of one gas station will be allowed within the entire PAD Property and that gas station could be located in Land Areas B, E or F, and that gas station may include a car wash as an accessory use. In addition, one stand alone car wash is allowed in Land Area F. A maximum of three standalone drive-through restaurants are Permitted within the PAD Property. A combined total of 2 of those may be located in Land Areas B and E and the other may be located in Land Area F (two north of McDowell Road and one south of McDowell Road). In addition, restaurants, coffee shops and similar uses with a drive-through that are attached to or part of a multi-tenant shops building with three or more tenants by a plaza, trellis, or roofline are Permitted, in Areas E and F. Self-storage is Permitted Conditionally in area A in the northwestern portion of the PAD.

DEVELOPMENT STANDARDS

The GSQ PAD includes its own Development Standards that are specific to each Land Area and apply to all development within that Land Area, regardless of whether the uses being developed are residential or different types of commercial uses that would otherwise have different development standards. The Development Standards are set forth in Section IV of the PAD but a general summary of the modified standards and the impact of the modified standards is set forth below.

Building Heights:

Minimum Heights:

Although the Goodyear Zoning Ordinance does not impose minimum building heights, the GSQ PAD includes minimum building heights in the GSQ PAD within certain Land Areas with increased minimum heights being required adjacent to public street frontages. The intent is to promote higher densities, encourage vertical mixed-use development, create a street presence for buildings and create a sense of place and arrival within the development.

Maximum Heights:

The maximum building height for all development in Land Area A, which allows for development of both multi-family residential and commercial, is 60 feet; whereas under the Goodyear Zoning ordinance, the range of the maximum building height that would be allowed,

depending upon the type of use ranges from 25 feet to 40 feet for multi-family and 30 feet to 75 feet for commercial. Land Area A is specifically limited in height in order to act as a northern transition/buffer from the residential further north (in Rio Paseo) into the higher density areas of this GSQ development as you move south within the PAD.

The maximum heights allowed under the GSQ PAD are substantially greater in Land Areas B, C, D, E and F allowing for maximum building heights of 200 feet.

Density:

The PAD does not contain maximum densities; however, increased heights are used to encourage higher density yields. Densities will inherently be limited by the need for open space, drainage and parking requirements.

Setbacks:

Setbacks are measured from public street right-of-way along the perimeter boundaries of the PAD Property, along the existing public streets within the PAD Property, along the right-of-way of any newly created public street(s) within Land Area F, and, if residential lots are platted, the setbacks are measured from the lot lines. There are no setbacks from private streets or drives constructed within the PAD Property.

All setbacks are substantially reduced in the GSQ PAD. Under the Goodyear Zoning Ordinance, street setbacks would apply to all streets, public or private. Under the GSQ PAD, setbacks do not apply to private streets and the setbacks that are applied to public streets are reduced. Under the Goodyear Zoning Ordinance, setbacks for all commercial development are 30 feet and are 20 feet to 30 feet for multi-family depending upon the density of the development. Various commercial uses are permitted within all of the PAD Property and the street setbacks range from 0 feet to a maximum of 30 feet. Although required in the Goodyear Zoning Ordinance, no side or rear setbacks apply to platted lots for single family attached residential. The following are the setbacks applicable to development within the PAD Property.

Minimum Building Perimeter Setback (Footnote 28 of the PAD)

Encanto Blvd.	15 ft.
150 th Drive	10 ft.
Monte Vista Road	10 ft.
McDowell Road	30 ft., for primary structures 12 ft., for patio
Goodyear Way	0 ft.
Bullard Avenue	30 ft., for primary structures 12 ft., for patio
New Street (if Public) in Land Area F	10 ft.
Interstate-10 (Papago Freeway)	30 ft.
Internal Private Drives	0 ft.
Western Perimeter of Land Area A	20 ft.

Minimum Interior Building Setbacks

Land Area A for Single Family Attached Residential	<p>Front: 10 feet from front lot line to living space Note: 5 feet from front lot line to porch Note: Architectural features are allowed to project up to 2 feet into setback.</p> <p>Rear: 0 ft. Note: Between 3 ft. (Minimum) and 5 ft. (Maximum) apron approach to garage OR 18 ft. (Minimum) from driveway to garage.</p> <p>Side: 0 ft. Note: At end units, 5 ft. (Minimum) setback to living area and 0 ft. (Minimum) to porch.</p>
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Footnote 28 of the PAD: Except as otherwise stated in this GSQ PAD or the Supplemental Design Guidelines, setbacks shall be measured from public street rights-of-way. Setbacks apply to the public streets along the perimeters of the PAD Property, to the public streets

identified in this Table and to any newly created public street within Land Area F. Setbacks do not apply to the interior separations between lots, parcels, or developments, unless otherwise stated in this GSQ PAD.

Open Space

Open space requirements applicable to development with the PAD Property is as follows:

Minimum Open Space	
Land Area A	<p>Single-family attached: 15% of each development</p> <p>Multi-family: 5% of each multi-family development shall contain active open space; each multi-family unit shall include a minimum of 40 square feet of private open space with a minimum depth of 5 feet.</p> <p>Commercial: 5% of the net lot area of each individual commercial development or 5% of the overall commercial development if illustrated on master site plan shall be active open space.</p>
Land Areas B - F	<p>Multi-family: 5% of each multi-family development shall contain active open space; each multi-family unit shall include a minimum of 40 square feet of private open space with a minimum depth of 5 feet.</p> <p>Commercial: 5% of the net lot area of each individual commercial development or 5% of the overall commercial development if illustrated on master site plan shall be active open space.</p>

The open space requirements in the GSQ PAD for residential development are substantially less than what is required for multi-family residential in the Goodyear Zoning Ordinance, which requires a range of 60 square feet of private outdoor open space per dwelling unit and 400 square feet of recreational open space per dwelling units (which would be grouped to create common open spaces). The reduction is supported as this development is intended to act like a larger master planned development; the development will be walkable, include trails and provide connections between Bullard Wash Park, “The Square” at Civic Square and various plazas and active open spaces located within the GSQ PAD.

Building Coverage

Under the Goodyear Zoning Ordinance, the maximum building coverage for multi-family and all categories of commercial is 50%. The GSQ PAD allows a maximum building coverage in Land Area A, within which both commercial and residential may be developed up to 65%. In all other Land Areas, the maximum building coverage is 100%.

Parking Requirements

The Parking Requirements under the GSQ PAD have been substantially reduced.

The developer has indicated that the impact of the reduced development standards and parking requirements is to promote flexibility in design and to minimize the amount of surface parking found throughout the PAD. The developer has also indicated that the development desires to be mixed-use and promote walkability.

A comparison between what would be required under the Goodyear Zoning Ordinance and what the reduced requirements allow in the GSQ PAD is depicted in the document titled Parking Requirements attached hereto.

DESIGN STANDARDS

The city and the applicant desire for this development to be unique in design, character and connectivity. With that goal in mind, the development shall have an additional step, following the rezoning (This is the same step and process used with Civic Square at Estrella Falls, where the city and the developer worked collaboratively to ensure the administering of high quality and unique development), to ensure all individual components are high-quality and designed in a people-first manner. Details such as street furniture, street light standards, landscaping, hardscaping, open spaces and similar elements shall be submitted and approved prior to the submission and approval of any Site Plan within the subject property (these

processes may run concurrently so long as the Supplemental Design guidelines are submitted prior to the submission of Site Plans, preliminary plats and/or other applications and approved prior to the approval of Site Plans, preliminary plat and/or other applications); there shall be Staff approved Street Cross-Sections and Supplementary Design Guidelines (including a comprehensive streetscape package). The Street Cross-Sections shall be approved by the City Traffic Engineer and the Development Services Director. The PAD is intended to provide connectivity for pedestrians and bicyclists, as well as vehicles. The development shall provide pedestrian and bike paths facilitating north-south and east-west connectivity. A Primary Pedestrian Corridor and parallel bike path will connect to Goodyear Way and Civic Square to the west of the Site. See Exhibit 5, Illustrative Conceptual Land Use Plan. A pedestrian path will also connect the northern portion of the development to the southern portion located south of McDowell Rd. These design elements will be further described in Supplemental Design Guidelines.

An art trail shall be established along Goodyear Way between 150th Drive and Bullard Avenue with at least 3 major nodes. The design elements and details of this art trail (such as but not limited to, City provided public and/or private art) shall be described in the Supplemental Design Guidelines and/or Street Cross-Sections to be adopted pursuant to this GSQ PAD and which shall identify areas to be provided for art.

An enhanced intersection, including crosswalk, shall be detailed and established at Goodyear Way and 150th Drive. Details of the intersection and crosswalk improvements shall be included within the Supplemental Design Guidelines, which are to include Comprehensive Street Cross-Sections, that are to be adopted pursuant to this GSQ PAD.

This PAD will be a unique development within the City and requires unique and appropriate sign regulations. Developer shall submit a Comprehensive Sign Plan to the City that is appropriate for the proposed land uses and pedestrian environment that is encouraged on the Site. Elements of the Comprehensive Sign Plan may subsequently be modified to exceed those currently permitted with respect to height, sign area, location, intensity, illumination, electronic messaging, animation, advertising, etc.

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 City of Goodyear's General Plan Land Use Map designates the Site as Business & Commerce with Village Center and Transit Oriented Development Overlays over portions of the Site. There is adequate infrastructure surrounding the Site to serve the needs for future mixed-use development. The diverse mix of uses will meet market demand and create a vibrant place for residents and visitors to live, work, shop, and play.

Further, as is generally illustrated on the attached exhibits, this proposed mixed-use development PAD is consistent with numerous applicable goals, objectives and policies of the City's General Plan, such as:

1. Community Vision: Create a highly desirable and sustainable place for all to live, work, visit, and play.
2. Community Vision Strategy 1: Create attractive places and diverse destinations.
3. Community Vision Strategy 2: Develop a physically and socially connected community.
4. Community Vision Strategy 5: Advance economic opportunity.
5. Community Vision Strategy 9: Foster a sustainable economy and community.
6. Community Goals – Physical Growth and Development – 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.
 - a. 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.

b. Objective CC-5-3: Create an appropriate jobs-to-housing ratio within the community to provide new opportunities to residents and increase sales tax revenue.

c. Objective CC-5-4: Enhance and expand retail and entertainment districts to create quality shopping, dining, and entertainment experiences.

i. Policy “b”: Encourage the development of entertainment and recreational uses at Village Center sites.

7. 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.

a. Objective GD-2-5: Enhance, protect, and build-upon Goodyear’s unique identity and character.

8. Community Goals – Community and Cultural Development – Goal CC-2: A diverse stock of high-quality housing that meets the needs of all residents.

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

9. Community Goals – Community and Cultural Development – Goal CC-4: A trail and path network, including street lane marking and signage, that encourages active transport by ensuring safe and convenient opportunities for bicycling and walking.

10. Community Goals – Economic Development – Goal ED-1: A resilient and diversified economy.

a. Objective ED-1-1: Encourage development to attract businesses to Goodyear that offer good wages and benefits and positively contribute to the community and economy.

b. Objective ED-1-3: Create a built-environment that fosters economic development.

11. Community Goals – Economic Development – Goal ED-5: A destination for tourism in the region and beyond.

a. Objective ED-5-1: Establish Goodyear as a unique destination

i. Policy “a”: Establish Goodyear as:

a destination for regional shopping,

a destination for higher education,

a destination for active outdoor activities,

a destination for family-oriented entertainment,

the hub of arts and culture in the West Valley.

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

This vacant Site is adequately sized (152 +/- net acres) and relatively flat, which makes it suitable for various uses, including residential, commercial, retail, office, hospitality, automotive, etc. The Site has access to arterial streets that are appropriately sized and designed to carry the traffic generated by the proposed mixed-use development and is readily accessible to I-10. Furthermore, the Site will incorporate various pedestrian paths and connections to nearby amenities, including Bullard Wash.

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

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

North – Goodyear Planned Regional Center (Rio Paseo residential and Estrella Falls multi-family), Goodyear Civic Square at Estrella Falls multi-family;

South – Estrella Falls commercial and Interstate-10 (Papago Freeway);

East – Palm Valley commercial and public charter school;

West – Goodyear Civic Square at Estrella Falls (Goodyear City Hall, future mixed-use commercial and residential);

The proposed rezoning features an urban, walkable design that complements the surrounding mix of land uses. The mixed-uses on the Site are compatible with the surrounding community.

The PAD contains the most intense uses being more centralized and the residential uses located closer to the northern portion of the PAD adjacent to the area's existing residential developments. The PAD will replace the formerly proposed regional mall and the surrounding streets have capacity because they were designed with a single mall/shopping center use in mind. The mix of uses proposed on this site will not generate the same volume of traffic at the same peak times as a regional mall would have generated.

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

Luke Air Force Base:

The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed residential development.

Phoenix-Goodyear Airport:

The property does not fall within the Phoenix-Goodyear Airport DNL but falls within the traffic pattern airspace.

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

The applicant has indicated there is demand for a regional mixed-use center within Goodyear as well as within the greater Southwest Valley.

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 Litchfield 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:

North of McDowell Road:

Nearest Goodyear Fire Station	Shortest path		2nd Nearest Goodyear Fire Station	Shortest Path	
	Mins	Miles		Mins	Miles
Fire Station #181	4.35	2.17	Fire Station #185	4.47	2.23

South of McDowell Road:

Nearest Goodyear Fire Station	Shortest path		2nd nearest Goodyear Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
Fire Station #181	3.98	1.99	Fire Station #183	5.27	2.64

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 gain access to Bullard Avenue, McDowell Road, 150th Drive and Encanto Boulevard. Several traffic signals and driveways were previously constructed with the initial phases of the former Goodyear Planned Regional Center and Estrella Falls Regional shopping center. Additionally, McDowell Road, Bullard Avenue, 150th Drive, Encanto Boulevard and Monte Vista (to the west) have all been built out to their envisioned ultimate extents. Additional public and private streets will be constructed when future site plans are approved for individual

components of the GSQ Regional Center. The Engineering Department and Plan Review Engineers have created stipulations to address traffic requirements applicable to this development.

Water/Wastewater:

A private utility company will provide water and wastewater services to the portions of the property that lie north of McDowell Road. The City of Goodyear will provide water and wastewater services to the portions of the property that lie south of McDowell Road.

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

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

8. General public concerns.

Public Participation and Planning and Zoning Commission Meeting:

An in-person Neighborhood Meeting was conducted for this proposal and Notice of the Neighborhood Meeting was provided to property owners within 500 feet of the property on October 1, 2022; signs advertising the Neighborhood Meeting were placed on the site on September 30, 2022. The neighborhood meeting took place on October 18, 2022. Residents generally were supportive of the project; residents asked questions about the regional retail and residential components of the development. Two residents from Pebble Creek were supportive of the project but opposed to more multi-family residential development.

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 February 15, 2023 appeared in the Arizona Republic Southwest Valley Edition January 27, 2023; postcards were mailed to adjoining owners on January 20, 2023; and signs were updated on the site to advertise the public hearing on January 19, 2023.

The Planning and Zoning Commission considered this item at their regular meeting of February 15, 2023. Upon conclusion of the staff presentation, one resident expressed concerns for setbacks along Goodyear Way and how residents would be able to walk along that roadway. At the conclusion of the Public Hearing, Commissioners unanimously voted (7-0) to forward a recommendation of approval to the City Council.

9. Whether the amendment promotes orderly growth and development.

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

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

The subject property was previously planned for a large regional center. The current proposal contemplates a mix of residential and commercial uses that is intended to facilitate a pedestrian oriented entertainment, dining, living and shopping hub for the Southwest Valley.

Attachments

Resolutions and Exhibits

Ordinance

Aerial Exhibit

Permitted Uses Depiction by Land Area

Parking Requirements

Narrative

Staff Presentation
Applicant Presentation

RESOLUTION NO. 2023-2278

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE NO. 2023-1561 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – GSQ REGIONAL CENTER.

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. 22-19,” 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 “GSQ Regional Center Planned Area Development (February 2023),” a copy of which is attached hereto as Exhibit C, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2023-1561.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 of each of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-19

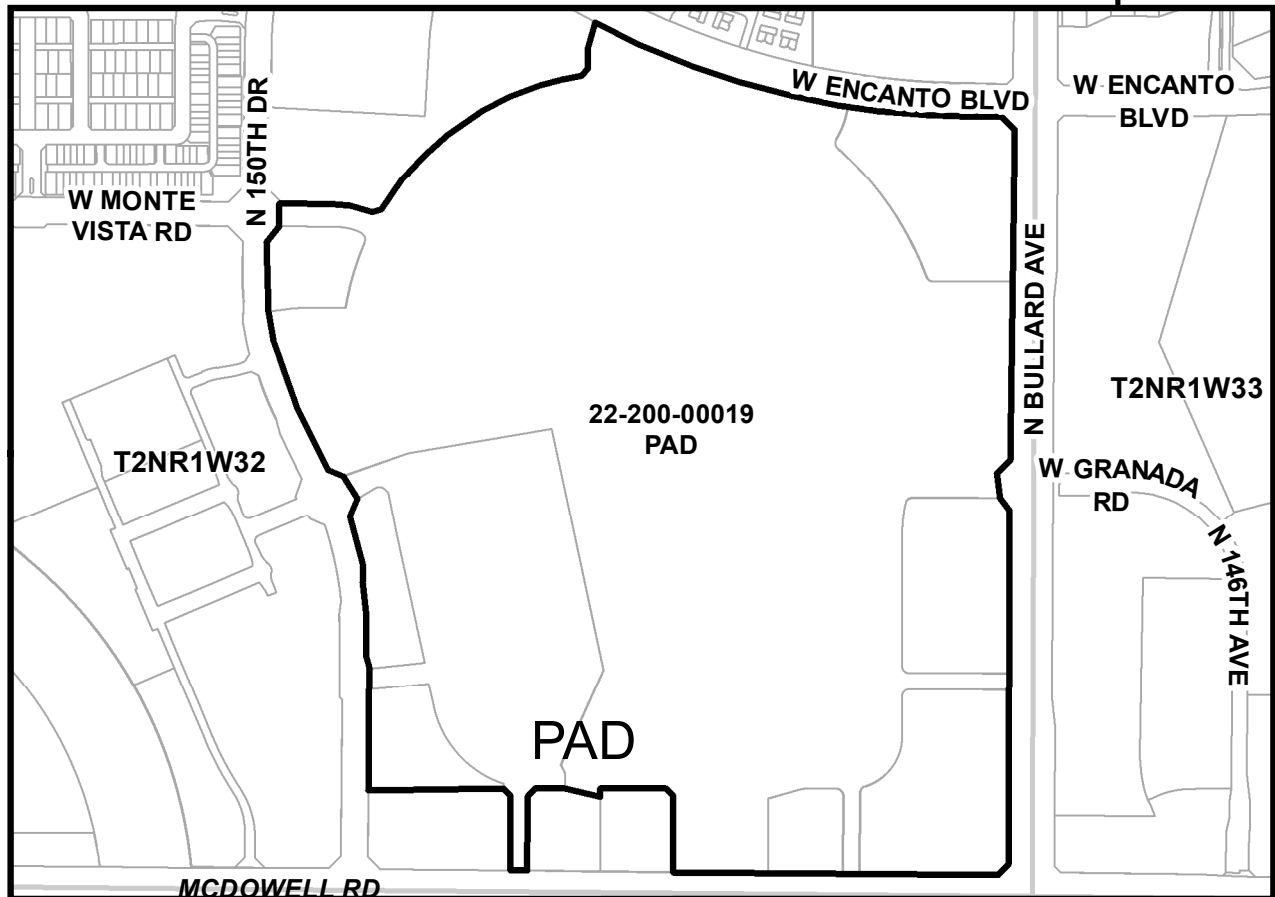
AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF
THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO. _____,
PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA,
THIS _____ DAY OF _____, 2022.

MAYOR

CITY CLERK

SUBJECT PROPERTY:

**PARCEL NO. 1 LOTS 3, 4, 5, 6 AND 8 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER.
PARCEL NO. 2 LOT 9, REPLAT OF A REPLAT OF LOT 9. PARCEL NO. 3 LOT 10 OF FINAL PLAT
A REPLAT OF LOT 9. PARCEL NO. 4 TRACT A OF FINAL PLAT A REPLAT OF LOT 9.
PARCEL NO. 5 LOT 11, REPLAT OF LOT 9 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER**



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT
A

REZONE FROM PAD TO PAD Amendment 22-200-00019

DATE:
Sept. 2022

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-19

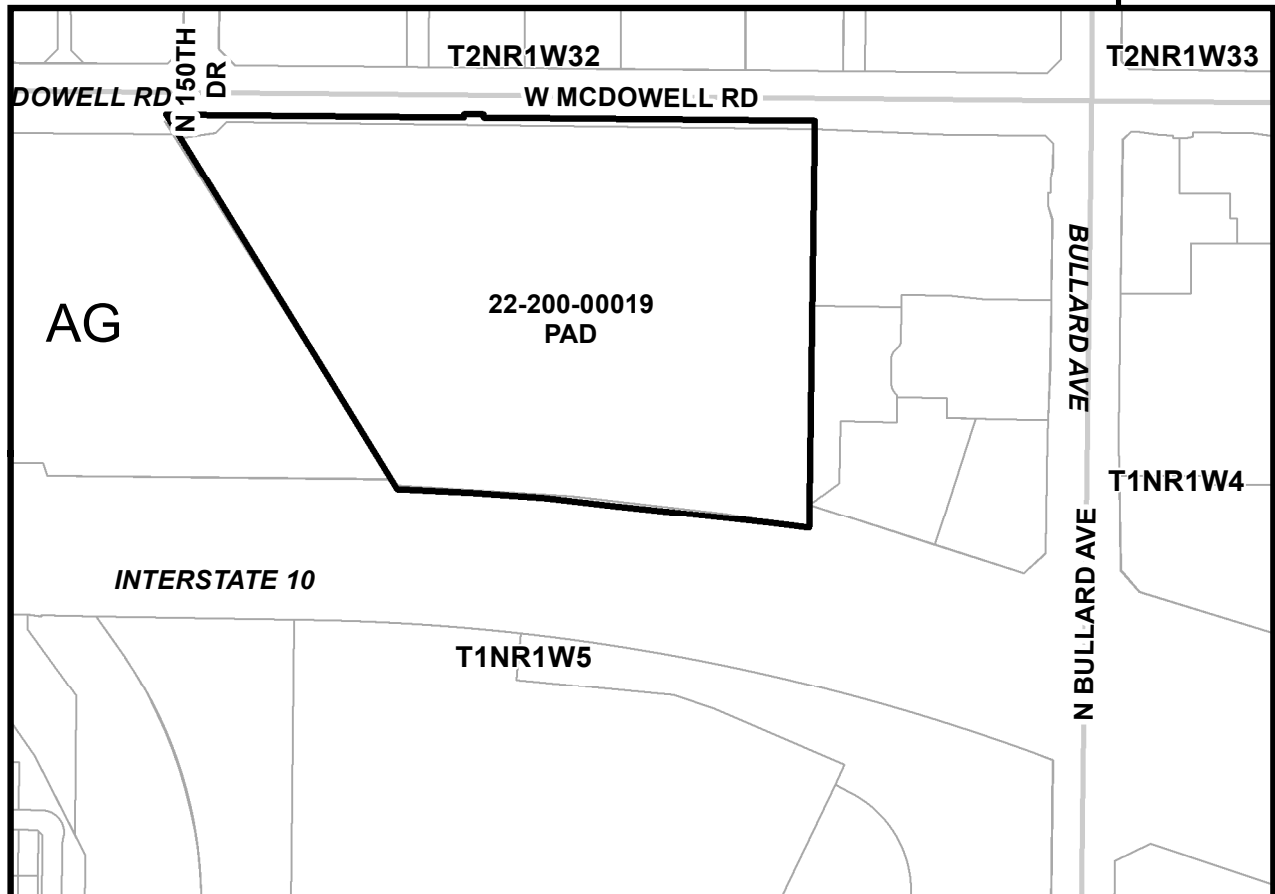
AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF
THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO. _____,
PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA,
THIS _____ DAY OF _____, 2022.

MAYOR

CITY CLERK

SUBJECT PROPERTY:

**THAT PORTION OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA**



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT
A

REZONE FROM PAD TO PAD Amendment 22-200-00019

DATE:
Sept. 2022

Exhibit B
Legal Description

September 23, 2022

LEGAL DESCRIPTION FOR
GOODYEAR COMMERCIAL
PAD NORTH PARCEL

Lots 3,4,5,6 and 8 of the Final Plat for "Estrella Falls Regional Shopping Center" as recorded in Book 996 page 38, Records of Maricopa County, as well as Tract A and Lot 10 of the Final Plat "A Replat of Lot 9 of Estrella Falls Shopping Center" as recorded in Book 1291, Page 7, Records of Maricopa County, and Lot 9 of a "Replat of a Replat of Lot 9", as recorded in Book 1447, Page 10, Records of Maricopa County being situated in of the East Half of Section 32, Township 2 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in a hand hole marking the East Quarter Corner of said Section 32, from which the Brass Cap in a hand hole marking the Southeast Corner of said Section 32 bears South 00°14'08" West, a distance of 2,639.15 feet;

Thence South 00°14'08" West, along the East line of the Southeast Quarter of said Section 32, a distance of 96.61 feet;

Thence North 89°45'52" West, departing said East line, a distance of 67.00 feet to a point on a line which is parallel with and 67.00 feet Westerly, as measured at right angles, from said East line, being the True Point of Beginning;

Thence South 00°14'08" West, along said parallel line, a distance of 334.17 feet;

Thence South 04°52'15" West, departing said parallel line, a distance of 37.12 feet to a point on a line which is parallel with and 70.00 feet Westerly, as measured at right angles, from said East line;

Thence South 00°14'08" West, along said parallel line, a distance of 469.47 feet;

Thence South 04°59'59" West, departing said parallel line, a distance of 96.32 feet to a point on a line which is parallel with and 78.00 feet Westerly, as measured at right angles, from said East line;

Thence South 00°14'08" West, along said parallel line, a distance of 159.73 feet;

Thence South 45°18'57" West, departing said parallel line, a distance of 62.31 feet;

Thence South 08°23'15" East, a distance of 93.36 feet;

Thence South 43°59'47" East, a distance of 43.18 feet to a point on a line which is parallel with and 78.00 feet Westerly, as measured at right angles, from said East line;

Legal Description for
Goodyear Commercial
PAD North Parcel
September 23, 2022

Thence South 00°14'08" West, along said parallel line, a distance of 1,173.64 feet;

Thence South 45°35'01" West, departing said parallel line, a distance of 47.96 feet to a point on a line which is parallel with and 71.00 feet Northerly, as measured at right angles, from the South line of said Southeast Quarter;

Thence North 89°27'46" West, along said parallel line, a distance of 1,073.21 feet;

Thence North 00°00'17" East, departing said parallel line, a distance of 251.06 feet to the beginning of a tangent curve of 25.00 foot radius, concave Southwesterly;

Thence Northwesterly, along said curve, through a central angle of 90°00'00", a distance of 39.27 feet;

Thence North 89°59'43" West, a distance of 217.18 feet;

Thence South 00°00'17" West, a distance of 26.94 feet;

Thence North 74°59'43" West, a distance of 87.33 feet to the beginning of a tangent curve of 127.42 foot radius, concave Southerly;

Thence Westerly, along said curve, through a central angle of 15°00'00", a distance of 33.36 feet;

Thence North 89°59'43" West, a distance of 99.93 feet to a point on a 24.42 foot radius non-tangent curve, whose center bears South 00°00'39" West;

Thence Southwesterly, along said curve, through a central angle of 89°59'18", a distance of 38.35 feet;

Thence South 00°00'17" West, a distance of 114.59 feet;

Thence South 00°32'17" West, a distance of 132.56 feet;

Thence North 89°27'46" West, a distance of 55.20 feet;

Thence North 00°32'17" East, a distance of 132.22 feet;

Thence North 00°00'17" East, a distance of 113.79 feet to a point on a 25.00 foot radius non-tangent curve, whose center bears North 89°58'50" West;

Thence Northwesterly, along said curve, through a central angle of 90°00'14", a distance of 39.27 feet;

Thence North 00°00'17" East, a distance of 17.20 feet to a point on a 351.00 foot radius non-tangent curve, whose center bears North 18°30'23" East;

Legal Description for
Goodyear Commercial
PAD North Parcel
September 23, 2022

Thence Northwesterly, along said curve, through a central angle of $34^{\circ}03'41''$, a distance of 208.66 feet;

Thence South $52^{\circ}34'03''$ West, a distance of 40.55 feet;
Thence South $38^{\circ}24'55''$ East, a distance of 12.57 feet;
Thence South $45^{\circ}13'17''$ West, a distance of 46.84 feet;
Thence North $89^{\circ}58'53''$ West, a distance of 156.44 feet;
Thence North $00^{\circ}32'19''$ East, a distance of 9.82 feet;
Thence North $89^{\circ}27'41''$ West, a distance of 64.95 feet;
Thence North $00^{\circ}32'19''$ East, a distance of 349.03 feet;
Thence North $44^{\circ}27'44''$ West, a distance of 14.14 feet;

Thence North $00^{\circ}32'18''$ East, a distance of 53.90 feet to a point on a 1,240.00 foot radius non-tangent curve, whose center bears North $89^{\circ}29'18''$ West;

Thence Northerly, along said curve, through a central angle of $08^{\circ}54'13''$, a distance of 192.69 feet;

Thence North $01^{\circ}41'52''$ East, a distance of 51.26 feet to a point on a 1,250.00 foot radius non-tangent curve, whose center bears South $79^{\circ}17'38''$ West;

Thence Northerly, along said curve, through a central angle of $07^{\circ}56'20''$, a distance of 173.20 feet;

Thence North $24^{\circ}04'52''$ East, a distance of 63.05 feet;
Thence North $31^{\circ}44'57''$ West, a distance of 89.33 feet;
Thence North $69^{\circ}02'04''$ West, a distance of 57.35 feet;

Thence North $26^{\circ}06'10''$ West, a distance of 226.24 feet to a point on a 998.00 foot radius non-tangent curve, whose center bears North $63^{\circ}52'46''$ East;

Thence Northerly, along said curve, through a central angle of $26^{\circ}39'13''$, a distance of 464.26 feet;

Thence North $00^{\circ}32'15''$ East, a distance of 100.62 feet;
Thence North $45^{\circ}24'44''$ East, a distance of 58.02 feet;
Thence North $00^{\circ}36'25''$ East, a distance of 86.98 feet;

Thence South $89^{\circ}28'16''$ East, a distance of 187.83 feet to the beginning of a tangent curve of 278.00 foot radius, concave Southerly;

Legal Description for
Goodyear Commercial
PAD North Parcel
September 23, 2022

Thence Easterly, along said curve, through a central angle of $25^{\circ}15'18''$, a distance of 122.54 feet to the beginning of a tangent reverse curve of 24.42 foot radius, concave Northerly;

Thence Easterly, along said curve, through a central angle of $85^{\circ}03'08''$, a distance of 36.25 feet to the beginning of a tangent reverse curve of 932.58 foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of $50^{\circ}44'36''$, a distance of 825.93 feet to a point on a 24.42 foot radius non-tangent curve, whose center bears North $08^{\circ}32'07''$ West;

Thence Northeasterly, along said curve, through a central angle of $84^{\circ}56'15''$, a distance of 36.21 feet to a point on a 525.58 foot radius non-tangent curve, whose center bears North $89^{\circ}12'04''$ West;

Thence Northerly, along said curve, through a central angle of $04^{\circ}16'56''$, a distance of 39.28 feet;

Thence North $00^{\circ}47'40''$ East, a distance of 28.34 feet to the beginning of a tangent curve of 161.00 foot radius, concave Easterly;

Thence Northerly, along said curve, through a central angle of $26^{\circ}37'30''$, a distance of 74.82 feet;

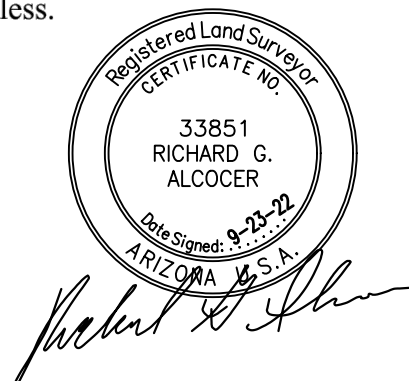
Thence North $27^{\circ}43'51''$ East, a distance of 11.48 feet to a point on a 2,655.00 foot radius non-tangent curve, whose center bears North $27^{\circ}59'33''$ East;

Thence Easterly, along said curve, through a central angle of $27^{\circ}26'18''$, a distance of 1,271.45 feet;

Thence South $89^{\circ}26'36''$ East, a distance of 126.36 feet;

Thence South $44^{\circ}36'32''$ East, a distance of 59.57 feet to the True Point of Beginning.

Containing 5,405,491 Square Feet or 124.093 Acres, more or less.



GOODYEAR COMMERCIAL
NORTH PARCEL

S00°14'07.5312" W 96.61

N89°45'52.4688" W 67.00

BOUNDARY

S00°14'07.5312" W 334.17

S04°52'15.3914" W 37.12

S00°14'07.5312" W 469.47

S04°59'58.9144" W 96.32

S00°14'07.5312" W 159.73

S45°18'57.3645" W 62.31

S08°23'15.3142" E 93.36

S43°59'47.3816" E 43.18

S00°14'07.5312" W 1,173.64

S45°35'00.6362" W 47.96

N89°27'45.9845" W 1,073.21

N00°00'17.2816" E 251.06

RB = N89°59'42.7184" W

R = 25.00

A = 39.27

C = 35.36

CB = N44°59'42.7184" W

D = 90°00'00.0000"

T = 25.00

RB = N00°00'17.2816" E

N89°59'42.7184" W 217.18

S00°00'17.2816" W 26.94

N74°59'42.7184" W 87.33

RB = S15°00'17.2816" W

R = 127.42

A = 33.36

C = 33.26

CB = N82°29'42.7184" W

D = 14°59'60.0000"

T = 16.78

RB = N00°00'17.2816" E

N89°59'42.7184" W 99.93

RB = S00°00'39.0546" W

R = 24.42

A = 38.35

C = 34.53

CB = S45°01'00.2138" W

D = 89°59'17.6816"

T = 24.41

RB = N89°58'38.6270" W

S00°00'17.2816" W 114.59

S00°32'17.2816" W 132.56

N89°27'45.9845" W 55.20

N00°32'17.2816" E 132.22

N00°00'17.2816" E 113.79

RB = N89°58'49.7388" W

R = 25.00

A = 39.27

C = 35.36

CB = N44°58'56.9282" W

D = 90°00'14.3789"

T = 25.00

RB = N00°00'55.8823" E

N00°00'17.2815" E 17.20

N00°00'00.0000" E 0.00

RB = N18°30'22.6175" E

R = 351.00

A = 208.66

C = 205.60

CB = N54°27'46.8623" W

D = 34°03'41.0404"

T = 107.52

RB = S52°34'03.6579" W

S52°34'03.0000" W 40.55

S38°24'55.0000" E 12.57

S45°13'17.0000" W 46.84

N89°58'53.0000" W 156.44

N00°32'19.0000" E 9.82

N89°27'41.0000" W 64.95

N00°32'18.9114" E 349.03

N44°27'43.6567" W 14.14

N00°32'18.3857" E 53.90

RB = N89°29'18.1837" W

R = 1,240.00

A = 192.69

C = 192.50

CB = N03°56'24.7852" W

D = 08°54'13.2031"

T = 96.54

RB = N81°36'28.6132" E

N01°41'52.4841" E 51.26

RB = S79°17'38.4022" W

R = 1,250.00

A = 173.20

C = 173.06

CB = N14°40'31.5798" W

D = 07°56'19.9639"

T = 86.74

RB = N71°21'18.4383" E

N24°04'51.6132" E 63.05

N31°44'57.4948" W 89.33

N69°02'03.9944" W 57.35

N26°06'09.5033" W 226.24

RB = N63°52'45.7795" E

R = 998.00

A = 464.26

C = 460.09

CB = N12°47'37.9111" W

D = 26°39'12.6189"

T = 236.41

RB = N89°28'01.6016" W

N00°32'15.4674" E 100.62

N45°24'43.9505" E 58.02

N00°36'24.8284" E 86.98

S89°28'16.0000" E 187.83

RB = S00°31'44.0000" W

R = 278.00

A = 122.54

C = 121.55

CB = S76°50'37.0000" E

D = 25°15'18.0000"

T = 62.28

RB = N25°47'02.0000" E

RB = N25°47'02.0000" E

R = 24.42

A = 36.25

C = 33.01

CB = N73°15'28.0000" E

D = 85°03'08.0000"

T = 22.40
RB = S59°16'06.0000" E

RB = S59°16'06.0000" E
R = 932.58
A = 825.93
C = 799.20
CB = N56°06'12.0000" E
D = 50°44'36.0000"
T = 442.26
RB = N08°31'30.0000" W

RB = N08°32'07.4409" W
R = 24.42
A = 36.21
C = 32.98
CB = N38°59'45.0002" E
D = 84°56'15.1177"
T = 22.36
RB = N86°31'37.4413" E

RB = N89°12'04.0000" W
R = 525.58
A = 39.28
C = 39.27
CB = N01°20'32.0000" W
D = 04°16'56.0000"
T = 19.65
RB = N86°30'60.0000" E

N00°47'40.0000" E 28.34

RB = S89°12'20.0000" E

R = 161.00
A = 74.82
C = 74.14
CB = N14°06'25.0000" E
D = 26°37'30.0000"
T = 38.10
RB = N62°34'50.0000" W

N27°43'51.0019" E 11.48

RB = N27°59'32.9702" E
R = 2,655.00
A = 1,271.45
C = 1,259.34
CB = S75°43'36.1127" E
D = 27°26'18.1658"
T = 648.16
RB = S00°33'14.8045" W

S89°26'36.0000" E 126.36

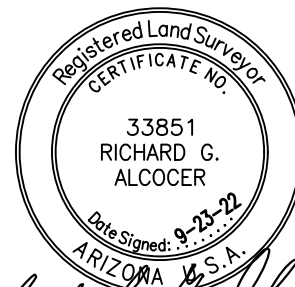
S44°36'32.0000" E 59.57
to

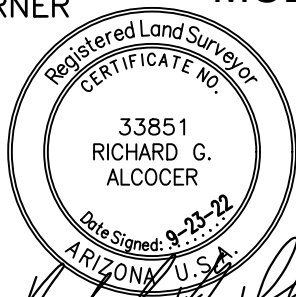
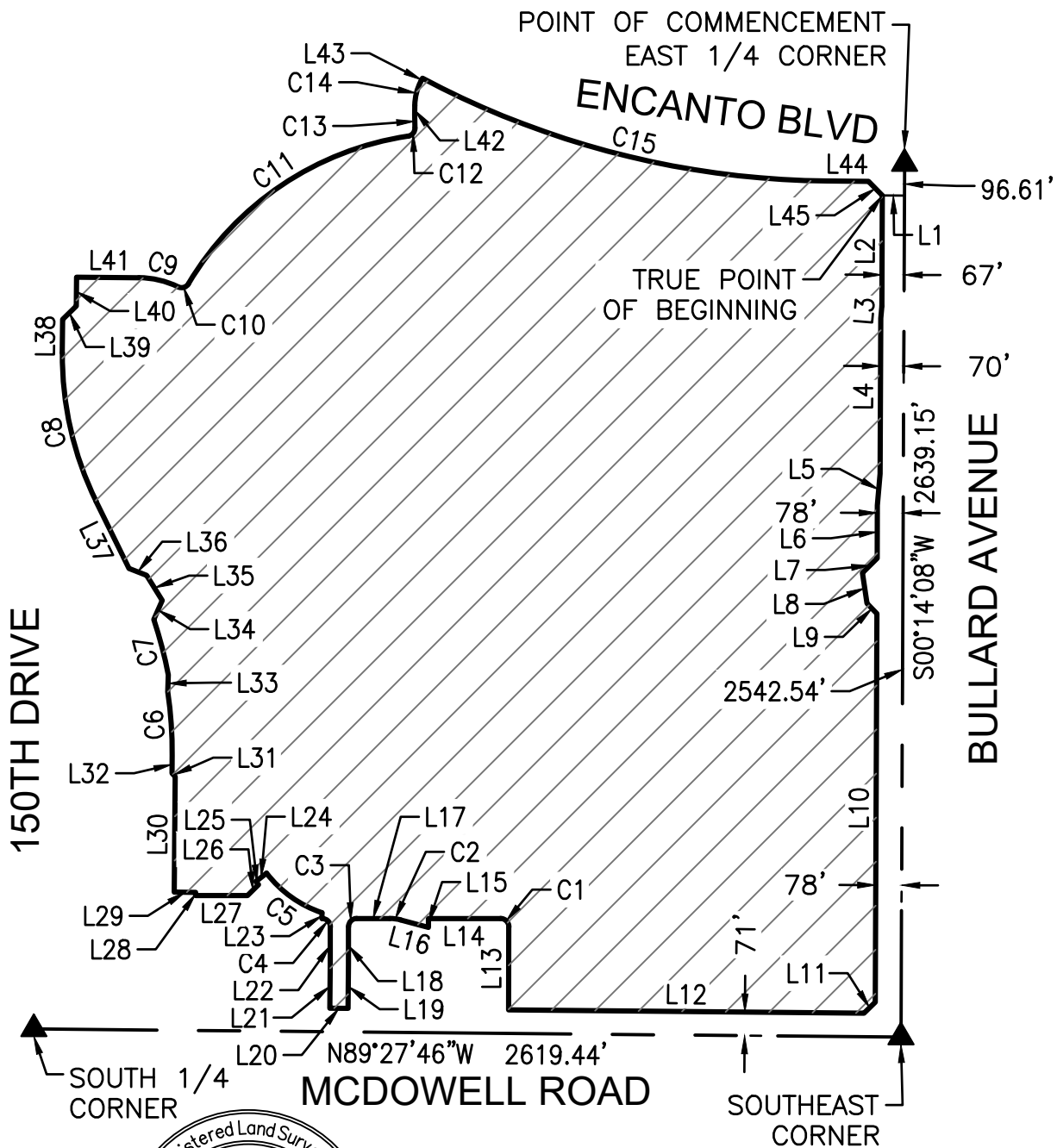
Area = 5,405,491 124.093 AC

Closing course: 32°38'30.2616" 0.010710


Misclosure: 1/958,182

North Error: 0.009019
East Error: 0.005777





EAST HALF, SECTION 32
TOWNSHIP 2 NORTH, RANGE 1 WEST

 = PAD NORTH
PARCEL AREA

SCALE 1" = 500'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

GOODYEAR COMMERCIAL

PAD NORTH PARCEL




1 OF 4

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°45'52"W	67.00'
L2	S00°14'08"W	334.17'
L3	S04°52'15"W	37.12'
L4	S00°14'08"W	469.47'
L5	S04°59'59"W	96.32'
L6	S00°14'08"W	159.73'
L7	S45°18'57"W	62.31'
L8	S08°23'15"E	93.36'
L9	S43°59'47"E	43.18'
L10	S00°14'08"W	1173.64'
L11	S45°35'01"W	47.96'
L12	N89°27'46"W	1073.21'
L13	N00°00'17"E	251.06'
L14	N89°59'43"W	217.18'
L15	S00°00'17"W	26.94'

LINE TABLE		
NO.	BEARING	LENGTH
L16	N74°59'43"W	87.33'
L17	N89°59'43"W	99.93'
L18	S00°00'17"W	114.59'
L19	S00°32'17"W	132.56'
L20	N89°27'46"W	55.20'
L21	N00°32'17"E	132.22'
L22	N00°00'17"E	113.79'
L23	N00°00'17"E	17.20'
L24	S52°34'03"W	40.55'
L25	S38°24'55"E	12.57'
L26	S45°13'17"W	46.84'
L27	N89°58'53"W	156.44'
L28	N00°32'19"E	9.82'
L29	N89°27'41"W	64.95'
L30	N00°32'19"E	349.03'



Richard G. Alcocer

NO SCALE	GOODYEAR COMMERCIAL	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	PAD NORTH PARCEL	2 OF 4

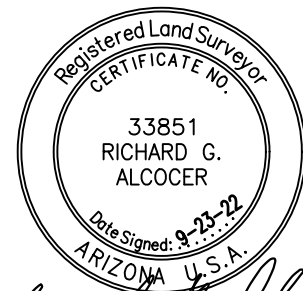
LINE TABLE		
NO.	BEARING	LENGTH
L31	N44°27'44"W	14.14'
L32	N00°32'18"E	53.90'
L33	N01°41'52"E	51.26'
L34	N24°04'52"E	63.05'
L35	N31°44'57"W	89.33'
L36	N69°02'04"W	57.35'
L37	N26°06'10"W	226.24'
L38	N00°32'15"E	100.62'
L39	N45°24'44"E	58.02'
L40	N00°36'25"E	86.98'
L41	S89°28'16"E	187.83'
L42	N00°47'40"E	28.34'
L43	N27°43'51"E	11.48'
L44	S89°26'36"E	126.36'
L45	S44°36'32"E	59.57'



NO SCALE	GOODYEAR COMMERCIAL	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	PAD NORTH PARCEL	3 OF 4

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	39.27'	25.00'	090°00'00"	25.00'	35.36'	N44°59'43"W
C2	33.36'	127.42'	015°00'00"	16.78'	33.26'	N82°29'43"W
C3	38.35'	24.42'	089°59'18"	24.41'	34.53'	S45°01'00"W
C4	39.27'	25.00'	090°00'14"	25.00'	35.36'	N44°58'57"W
C5	208.66'	351.00'	034°03'41"	107.52'	205.60'	N54°27'47"W
C6	192.69'	1240.00'	008°54'13"	96.54'	192.50'	N03°56'25"W
C7	173.20'	1250.00'	007°56'20"	86.74'	173.06'	N14°40'32"W
C8	464.26'	998.00'	026°39'13"	236.41'	460.09'	N12°47'38"W
C9	122.54'	278.00'	025°15'18"	62.28'	121.55'	S76°50'37"E
C10	36.25'	24.42'	085°03'08"	22.40'	33.01'	N73°15'28"E
C11	825.93'	932.58'	050°44'36"	442.26'	799.20'	N56°06'12"E
C12	36.21'	24.42'	084°56'15"	22.36'	32.98'	N38°59'45"E
C13	39.28'	525.58'	004°16'56"	19.65'	39.27'	N01°20'32"W
C14	74.82'	161.00'	026°37'30"	38.10'	74.14'	N14°06'25"E
C15	1271.45'	2655.00'	027°26'18"	648.16'	1259.34'	S75°43'36"E



Richard G. Alcocer

NO SCALE

EXHIBIT

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GOODYEAR COMMERCIAL

PAD NORTH PARCEL



4 OF 4

September 27, 2022

LEGAL DESCRIPTION FOR
GOODYEAR COMMERCIAL
PAD SOUTH PARCEL

That part of that certain parcel of land as described in Warranty Deed Document No. 2001-0346422, Records of Maricopa County, Arizona, being situated in the Northeast Quarter of Section 5, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in a hand hole marking the Northeast Corner of said Section 5, from which the City of Goodyear Brass Cap flush marking the North Quarter Corner of said Section 5 bears North 89°27'46" West, a distance of 2,619.44 feet;

Thence North 89°27'46" West, along the North line of said Northeast Quarter, a distance of 696.61 feet;

Thence South 00°45'04" West, departing said North line, a distance of 71.00 feet to the True Point of Beginning;

Thence continuing South 00°45'04" West, a distance of 954.77 feet;

Thence North 76°42'55" West, a distance of 195.07 feet;

Thence North 82°55'29" West, a distance of 288.16 feet;

Thence South 88°37'09" West, a distance of 590.03 feet;

Thence North 31°41'10" West, a distance of 1,062.27 feet to a point on the Southerly right-of-way line as depicted in the Map of Dedication for McDowell Road Commercial Corrido Improvement District Infrastructure, recorded in Book 956 of Maps, Page 21, Records of Maricopa County, Arizona;

Thence along said Southerly right-of-way line, the following courses:

Thence South 45°21'35" East, a distance of 59.71 feet;

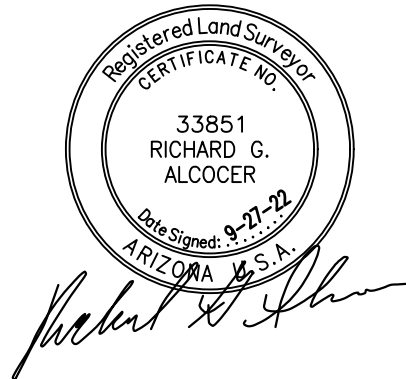
Thence North 81°13'15" East, a distance of 86.91 feet;

Thence North 45°32'17" East, a distance of 38.87 feet, to a point on a line which is parallel with and 71.00 feet Southerly, as measured at right angles, from the aforementioned North line;

Legal Description for
Goodyear Commercial
PAD North Parcel
September 27, 2022

Thence South 89°27'46" East, along said parallel line, a distance of 1,480.11 feet to the True Point of Beginning.

Containing 1,209,974 Square Feet or 27.777 Acres, more or less.



GOODYEAR COMMERCIAL
PAD SOUTH PARCEL

N89°27'45.9845" W 696.61

S00°45'04.0155" W 71.00

BOUNDARY

S00°45'04.0155" W 954.77

N76°42'54.9845" W 195.07

N82°55'28.9845" W 288.16

S88°37'09.0155" W 590.03

N31°41'09.9845" W 1,062.27

S45°21'34.9845" E 59.71

N81°13'15.0155" E 86.91

N45°32'17.0155" E 38.87

S89°27'45.9845" E 1,480.11
to

Area = 1,209,974 27.777 AC

Closing course: 354°29'46.0796" 0.003670

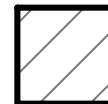
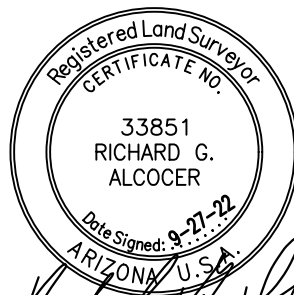
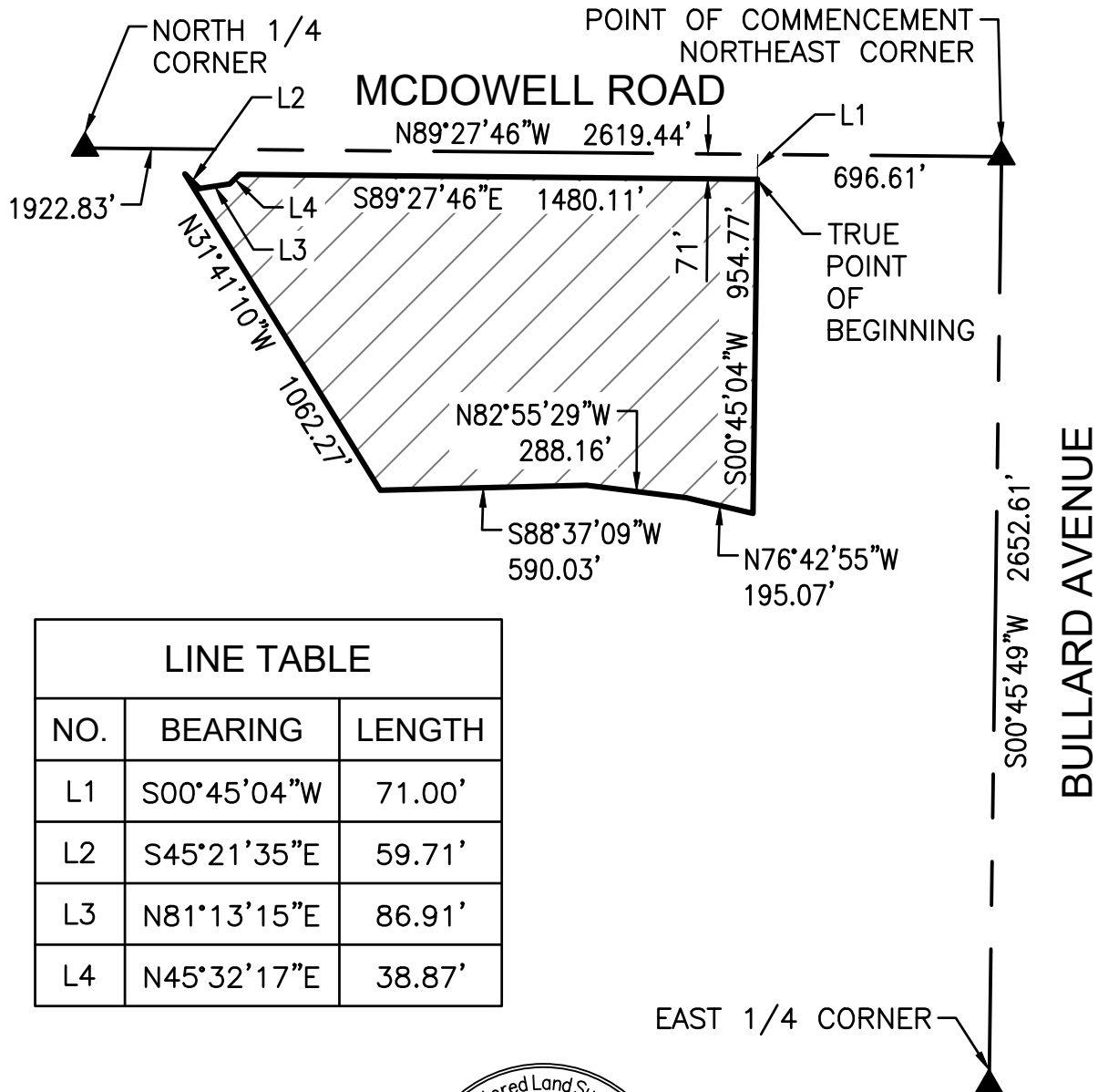
Misclosure: 1/1,000,000+

North Error: 0.003653

East Error: 0.000352



NORTHEAST QUARTER, SECTION 5
TOWNSHIP 1 NORTH, RANGE 1 WEST



= PAD SOUTH
PARCEL AREA

SCALE 1" = 500'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
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GOODYEAR COMMERCIAL

PAD SOUTH PARCEL



1 OF 1

GSQ REGIONAL CENTER

PLANNED AREA DEVELOPMENT

February 2023

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TABLE OF EXHIBITS

EXHIBIT	Description
Exhibit 1	Vicinity Map
Exhibit 2	PAD Boundary Plan
Exhibit 3	Parcel Boundary and Context Map
Exhibit 4	Land Area Plan
Exhibit 5	Conceptual Circulation Plan
Exhibit 6	Illustrative Vehicular Circulation Plan
Exhibit 7	Materials Palette

I. INTRODUCTION

A *Vicinity Map* is provided at **EXHIBIT 1**. The property subject to this GSQ Regional Center Planned Area Development dated October 2022 (the “GSQ PAD”) is approximately 152-net acres and is comprised of 7 parcels at the northwest corner of Bullard Avenue and McDowell Road and west of the southwest corner of Bullard Avenue and McDowell Road (the “Site” or “PAD Property”). A *PAD Boundary Plan* is provided at **EXHIBIT 2**. The Site is bordered on the north by residential properties (single family homes north of Encanto Blvd and multi-family developments on the northwest portion of the Site and south of Encanto Blvd), on the west by Goodyear Civic Square (Goodyear City Hall, Civic Square and offices, vacant commercial development), the Interstate-10 freeway on the south and a school, hotels, and multi-family residential to the east. A *Parcel Boundary and Context Map* is provided at **EXHIBIT 3**. The intent of this GSQ PAD is to allow the development of a mixed-use development that includes a combination of office, commercial, retail, entertainment, hospitality, residential, automotive, and other complementary land uses creating an inviting live, work, shop, and play environment.

This GSQ PAD shall function as the Site’s development standards framework and identifies the uses, standards, regulations, and design palette for the Site.

II. DEVELOPMENT PLAN

The Site is divided into six (6) Land Areas (Land Areas “A”, “B”, “C”, “D”, “E”, and “F”). A *Land Area Plan* is provided at **EXHIBIT 4**¹. Each Land Area will have a distinct character and permitted uses. Land Area A will be primarily Mixed-Use with Residential and Commercial uses. Additionally, Area A will primarily act as a transition between the adjacent residential to the north and the denser commercial and Mixed-Use to the south. Areas B and D will be primarily Mixed-Use with Commercial and Residential and will have a higher mix and intensities of uses. Land Area C will be the central area of the GSQ PAD with vibrant Open Space/Mixed-Use. Land Area E will be primarily Retail. Land Area F will be Commercial and Automotive uses.

A *Conceptual Circulation Plan* is provided at **EXHIBIT 5**. The Conceptual Circulation Plan shows some (but not all) of the various land uses, open spaces, and pedestrian circulation routes that are allowed within the Site and are conceptual only.

III. LAND USES

The intent of this GSQ PAD is to permit types of uses that encourage pedestrian activity to create a vibrant mixed-use center where residents and visitors can live, work, shop, and play. The following uses are permitted on the Site.

¹ The final size and dimensions of the Land Areas shall be fine-tuned through the Platting and Site Planning processes and shall substantially conform with Exhibit 4 within only minor deviations as permitted by the Zoning Administrator in his/her sole discretion.

A. Permitted Uses

The GSQ PAD permits a mixed-use development. A detailed Table of Permitted Uses within each of the Land Use Areas as depicted in the *Land Area Plan* attached as **EXHIBIT 4** is provided below (the “Uses Table”).

GSQ PAD Uses Table						
Permitted (“P”), Permitted with Conditions (“PC”), Not Permitted (“NP”)						
USES	Land Areas “A-F”					
	A	B²	C³	D	E	F
Auto sales	NP	PC ⁴	NP	PC ⁴	PC ⁴	P
Automotive repair and upholstery	NP	NP	NP	NP	NP	P

² The following requirements apply to development within Land Area B:

- Ground floor multi-family is not permitted within 50 ft. of the north side of Goodyear Way unless ground floor retail uses have been developed adjacent to Goodyear Way in front of the proposed multi-family development with ground floor multi-family. A multi-family development located adjacent to the north side of Goodyear Way that has retail uses on the ground floor can include limited parking, amenities, gyms, and/or rental offices the combination of which can occupy no greater than 25% of the ground floor usable space.
- Unless otherwise approved by the Development Services Director and/or his/her designee, the following applies to development along the north side of Goodyear Way:
 - Development within 25 feet of the edge of sidewalk shall be storefronts, patios, and/or active open space; and
 - Vehicular parking lots may be provided with a minimum setback of 50 feet from back of sidewalk along Goodyear Way; and
 - Vehicular drop offs may be provided with a minimum setback of 25 feet from the back of sidewalk along Goodyear Way; and
 - Parking may be provided adjacent to the northside of Goodyear Way within the area between Bullard Avenue and 400 feet west of Bullard Avenue if parking is associated with a primary building that is at least 20 feet high and the parking area along Goodyear Way is located adjacent to the front or side of a primary building; and
 - Parking may be provided adjacent to the northside of Goodyear Way within the area between 150th Drive and 300 feet east of 150th Drive if parking is associated with a primary building that is at least 20 feet high and the parking area along Goodyear Way is located adjacent to front or side of a primary building.

³ The following requirements apply to development within Land Area C:

- Unless otherwise approved by the Development Services Director and/or his/her designee, the following applies to development along the north and south sides of Goodyear Way:
 - Development allowed within 25 feet of the edge of sidewalk shall be storefronts, patios, and/or active open space; and
 - Vehicular parking lots may be provided with a minimum setback of 50 feet from back of sidewalk along Goodyear Way; and
 - Vehicular drop offs may be provided with a minimum setback of 25 feet from the back of sidewalk along Goodyear Way; and
 - Parking may be provided adjacent to the southside of Goodyear Way within the area between Bullard Avenue and 650 feet west of Bullard Avenue.

⁴ Auto sales, limited to indoor sales only, no outdoor display in excess of 5 vehicles.

GSQ PAD Uses Table Permitted (“P”), Permitted with Conditions (“PC”), Not Permitted (“NP”)						
USES	Land Areas “A-F”					
	A	B ²	C ³	D	E	F
Bar, microbrewery, brew pub and similar uses	P	P	P	P	P	P
Car wash	NP	PC ⁵	NP	NP	PC ⁵	PC ⁶
College/University, including dormitories	NP	P	NP	P	P	P
Commercial Uses that provide general retail and services ⁷	P	P	P	P	P	P
Entertainment establishments, including outdoor music entertainment, as a permitted use (such as outdoor music on an outdoor patio)	PC ⁸	P	P	P	P	P
Farmers market	P	P	P	P	P	P
Financial institution with no vehicular drive-thru; but	P	P	P	P	P	P

⁵ Subject to following conditions or limitations:

- Car wash is allowed only as an accessory to a permitted gas station (only one gas station is permitted within entire PAD Property)
- If located within Land Area B the car wash shall not front the northside of Goodyear Way except car washes may front the northside of Goodyear Way within the area between Bullard Avenue and 300 feet east of Bullard Avenue.
- Car wash shall be located at least 300 ft. from a residential zoning district or residential development and shall not require a use permit.
- Car wash shall be located adjacent to an arterial street but the carwash building shall not be located closer than 300 ft. from an arterial to arterial intersection.
- The noise generated from the operation of the car wash shall not exceed 74.1dB from the footprint of the car wash facilities. Prior to the issuance of a Temporary Certificate of Occupancy that will allow for the operation of the car wash or a permanent Certificate of Occupancy the property owner or operator of the car wash shall submit a noise study/test that demonstrates that the noise generated by the operation of the car wash does not exceed the noise limits set forth herein. The property owner or operator of the car wash shall make all modifications to its equipment and/or to the site as needed to ensure that the noise generated from the operation of the car wash does not exceed 74.1dB as measured from the footprint of the car wash facilities

⁶ Only one stand alone car wash is permitted and if the sole gas station permitted under this GSQ PAD is located in Land Area F, that gas station may have a car wash as an accessory use.

⁷ This shall include dog parks that provide retail sales of liquor as an accessory use, pharmacies with drive-thru pickup windows, banks with drive-thru ATMs and kiosks for retail sales and services.

⁸ Entertainment establishments are allowed throughout Land Area A; however, entertainment establishments developed within buildings with residential uses are limited to occupants and their guests. Noise generated from entertainment establishments within Land Area A shall be limited to the hours of 7:00 a.m.-11:00 p.m. These limitations do not apply to entertainment establishments in Land Areas B - F.

GSQ PAD Uses Table Permitted (“P”), Permitted with Conditions (“PC”), Not Permitted (“NP”)						
USES	Land Areas “A-F”					
	A	B ²	C ³	D	E	F
excluding non-chartered financial institutions						
Financial institution with vehicular drive-thru; but excluding non-chartered financial institutions	P	P	NP	NP	P	P
Gas station	NP	PC ⁹	NP	NP	PC ⁹	PC ⁹
Government offices, libraries, auditoriums, museums, amphitheaters, and other municipal uses	NP	P	NP	NP	P	P
Health club	P	P	NP	P	P	P
Hospital	NP	NP	NP	NP	NP	P
Hotel and ancillary uses typical of hotels (e.g., private swimming pool, restaurant(s), meeting rooms, personal services, car rental, etc.) including conference centers and convention centers	P	P	NP	P	P	P
Medical, including the following types or similar types of medical related and ancillary uses – storage, assembly of medical products, office and associated laboratory facilities, chemicals and limited delivery and shipment ¹⁰	NP	P	NP	NP	P	P
Medical offices	P	P	NP	NP	P	P
Multi-family ¹¹	P	PC ¹²	NP	P	NP	NP

⁹ Subject to the following conditions or limitations:

Limited to one gas station within in the entire PAD Property. The canopy and building shall be located no closer than 300 ft. to an arterial to arterial intersection and at least 300 ft. from a residential use.

¹⁰ Subject to the approval of the Zoning Administrator upon a determination that the location of the facility is compatible with adjacent existing and planned development. Limited to one facility within the entire PAD Property. Roll up doors of medical facilities shall not face towards a public right-of-way.

¹¹ Multi-family buildings with three (3) or fewer units per building, that do not contain commercial uses, are prohibited.

¹² Ground floor multi-family is not permitted within 50 ft. of the north side of Goodyear Way unless ground floor retail space uses have been developed adjacent to Goodyear Way in front of the proposed multi-family

GSQ PAD Uses Table Permitted (“P”), Permitted with Conditions (“PC”), Not Permitted (“NP”)						
USES	Land Areas “A-F”					
	A	B ²	C ³	D	E	F
Offices for professional, administrative, business, clerical, and sales services	P	P	P	P	P	P
Recreational vehicle and equipment sales	NP	NP	NP	NP	NP	P
Personal and household services	P	P	NP	P	P	P
Private business, professional and trade schools so long as they do not include an accessory use that is otherwise prohibited by this GSQ PAD (e.g., an automotive trade school)	NP	P	NP	P	P	P
Private educational uses (e.g., learning center)	P	P	P	P	P	P
Restaurants, coffee shops and similar uses with walk-up windows	P	P	P	P	P	P
Stand-alone restaurants, coffee shops and similar uses with drive-through	NP	PC ¹³	NP	NP	PC ¹³	PC ¹³
Restaurants, coffee shops and similar uses with drive-thru that are attached to or part of a multi-tenant shops building with three or more tenants by a plaza, trellis, or roofline	NP	NP	NP	NP	PC ¹⁴	PC ¹⁴
Rooftop Use and Occupancy of all permitted uses within each Land Area	PC ¹⁵	P	P	P	P	P

development with ground floor multi-family. A multi-family development located adjacent to the north side of Goodyear Way that has retail uses on the ground floor can include limited parking, amenities, gyms, and/or rental offices, the combination of which can occupy no greater than 25% of the ground floor usable space.

¹³ Limited to a combined total of two (2) freestanding restaurants with drive-through windows in Land Areas B and E and one (1) freestanding restaurant with drive-through windows in Land Area F. Drive-throughs shall comply with the requirements of Section 4-2-18 (Drive-Through Restaurants) of the Goodyear Zoning Ordinance. Drive-through restaurant pickup windows shall not be located within 300 ft. of an arterial to arterial intersection.

¹⁴ Drive-throughs shall comply with the requirements of Section 4-2-18 (Drive-Through Restaurants) of the Goodyear Zoning Ordinance.

¹⁵ Permitted rooftop uses and occupancies are allowed throughout Land Area A; however, permitted rooftop uses and occupancies within buildings with residential uses are limited to occupants and their guests. Noise generated

GSQ PAD Uses Table Permitted (“P”), Permitted with Conditions (“PC”), Not Permitted (“NP”)						
USES	Land Areas “A-F”					
	A	B ²	C ³	D	E	F
Self-service storage warehouse	PC ¹⁶	NP	NP	NP	NP	NP
Single-family attached residential	P	NP	NP	NP	NP	NP
Structured and surface parking	P	P	P	P	P	P
Surgery center (ambulatory only, with no overnight treatment)	P	P	NP	NP	P	P
Tire repair, oil (lube) shop	NP	NP	NP	NP	PC ¹⁷	P
Veterinary Hospital	NP	PC ¹⁸	NP	NP	PC ¹⁸	PC ¹⁸
Veterinary Office and Pet Daycare	PC ¹⁹	PC ¹⁹	NP	NP	PC ¹⁹	PC ¹⁹

from rooftop use and occupancies in Land Area A shall be limited to the hours of 7:00 a.m.-11:00 p.m. These limitations do not apply to permitted rooftop uses and occupancies in Land Areas B-F).

¹⁶ Subject to the following conditions:

- All storage shall be within a closed building.
- No auctions, sales, service or repair activities shall be conducted on the premises.
- There shall be no storage [or] use of hazardous or dangerous materials on the premises.
- Storage building(s) shall not exceed three stories in height.
- Storage building(s) shall be limited to an 80,000-square ft. building foot-print, and not to exceed a total of 240,000-square ft. floor area.
- Storage building(s) shall be limited to no more than 400 ft. in length along the Monte Vista Road frontage and shall not be located further east than the 149th Avenue alignment.
- No windows or faux windows will be mirrored in a manner which causes glare or reflection.
- The interior contents, decorations, and interior storage unit doors shall not be visible from the exterior of the building. The interior of the building should not be visible from the public street with the exception of the public office/customer entrance located on the first floor.

¹⁷ Limited to one in Land Area E.

¹⁸ Subject to the following conditions:

- Shall be constructed to prevent objectionable noises and odors outside the walls of the office.
- Keeping or boarding of animals shall not occupy more than twenty-five percent of the gross area of the office.
- There shall be no outdoor kennels or runs except when screened by a 6-ft. masonry wall or other structure.
- There shall be no direct outside exit, in the form of a doggy door, from any room containing kennels.

¹⁹ Subject to the following conditions:

- Shall be constructed to prevent objectionable noises and odors outside the walls of the office.
- Indoor Boarding of animals shall be permitted only for short time periods for the purpose of observation incidental to care.
 - There shall be no outdoor kennels or runs except when screened by a 6-ft. masonry wall or other structure.
 - There shall be no direct outside exit, in the form of a doggy door, from any room containing kennels.

GSQ PAD Uses Table						
Permitted ("P"), Permitted with Conditions ("PC"), Not Permitted ("NP")						
USES	Land Areas "A-F"					
	A	B ²	C ³	D	E	F
Wireless Communication Facility ²⁰	P	P	P	P	P	P

B. Permitted Accessory Uses²¹

1. No prohibited principal building uses shall be permitted as accessory uses.
2. Ancillary uses intended primarily to serve tenants, employees and business invitees of the principal building and use, such as restaurants, snack bars, cafeterias, gift shops and similar retail uses, such as uses that are located in common areas of a building are considered accessory uses and are permitted if located within the principal building;
3. Accessory Uses typical of residential uses (e.g., pools) are permitted within residential developments;
4. Auto rentals are an accessory use to auto sales but there shall be no more than 5 vehicles (rental vehicles and/or vehicles for sale) located outside on a site developed for auto sales within Land Areas B-E, inclusive.
5. Facilities for car washes, car repairs, and car detailing are accessory uses to auto sales, if such facilities are limited to servicing cars for sale or rent by the auto car dealer;
6. Detached accessory buildings within the PAD Property are subject to the regulations in Article 8-2 of the City of Goodyear Zoning Ordinance;
7. Home businesses as defined in Article 2-2 of the Goodyear Zoning Ordinance, other than home day care, are permitted as accessory uses within residential developments subject to the regulations in Section 3-2-4 of the Goodyear Zoning Ordinance.
8. Minimal outdoor storage as determined by the Zoning Administrator or his/her designee may be permitted as an accessory use in all Land Areas except in Land Area C. All outdoor storage shall be screened as required by the Zoning Administrator or his/her designee so as not to be visible to adjacent developments.
9. Outdoor dining, entertainment, and assembly areas developed as part of a principal building are permitted as accessory uses to a principal building if

²⁰ The antenna, support structures, cabling and equipment shall be completely encased, hidden or screened within a building or structure (such as, but not limited to, mechanical screening) so they cannot be seen from grade at the west, north, east, or south perimeters of the Site. Mono-palms, mono-pines or other faux tree poles are prohibited.

²¹ Additional accessory uses may be permitted upon a determination of the Zoning Administrator that the proposed accessory use is customarily incidental, related, appropriate and clearly subordinate to the main use of a lot or building and does not alter the principal use of the lot or building, and does not adversely affect other properties within the PAD Property.

the uses are intended primarily to serve tenants, employees, and business invitees of the principal building;

10. Outdoor display of soft goods merchandise during normal business hours (only in Land Areas B, C and D; in Land Area E such items shall not be visible from a public roadway);
11. Public events, subject to the City's special event regulations;
12. Valet parking facilities;
13. Walk-up windows, walk-up ATM machines and pick-up facilities that do not include a drive-through.

C. Prohibited Uses

1. Adult bookstore, adult novelty store and adult theater;
2. Any retail establishment that either devotes twenty (20) percent or more of floor area or display area to, or derives seventy-five (75) percent or more of gross sales receipts from, the sale or exchange of tobacco products including cigarettes, cigars and e-cigarettes or vaping products;
3. Bail bonding;
4. Crematory;
5. Donation bins and drop-off facilities;
6. Establishments that allow for the on-premise consumption, smoking, or vaping of tobacco and/or marijuana products, including cigarettes, cigars, e-cigarettes, and/or other vaping products;
7. Funeral home;
8. Logistics and warehousing, except for the Medical (described in the use table) Permitted in Land Areas B, E, and F;
9. Maintenance yards;
10. Any establishment that cultivates or dispenses any products containing marijuana regardless of form or amount;
11. Non-chartered financial institution;
12. Nursing homes that provide nursing care, medical care, and/or food service;
13. Outdoor storage as a primary use;
14. Outdoor storage as an accessory use in Land Area C;
15. Pawn Shop;
16. Plasma center;
17. Stand-alone private restaurants and/or cafeterias developed solely for employees and/or residents of adjacent buildings not open to the general public;
18. Tattoo & body piercing studio;
19. Manufacturing/processing;
20. Contractor shops.

IV. DEVELOPMENT STANDARDS²²

The Development Standards for the PAD Property are identified below.

A. Development Standards Table

Building Height²³	
Land Area A	12 ft. -20 ft. minimum ²⁴ 60 ft. maximum
Land Area B	12 ft. - 30 ft. minimum ²⁵ 200 ft. maximum
Land Area C	No minimum 200 ft. maximum
Land Area D	12 ft - 40 ft. minimum ²⁶

²² Except as otherwise expressly provided in this GSQ PAD or the Supplemental Design Guidelines adopted as provided herein, the Development Standards set forth in this GSQ PAD apply to the overall PAD Property rather than to individual lots, parcels, or developments within the PAD Property.

²³ Minimum Building Height shall be measured to the top of parapet and applies to buildings only – not parking structures or attached covered patios. Parking structures shall be no higher than the tallest adjacent building within the Land Area (except as otherwise provided within the Supplemental Design Guidelines). The maximum building heights may be increased or extended in accordance with Article 8-3 of the Goodyear Zoning Ordinance.

²⁴ The minimum height of all buildings within Land Area A shall be 12 feet except for buildings along public and private street frontages. At least 50% (or more) of each building façade along public and private street frontages within Land Area shall have a minimum height of 20 feet with the remainder of the building façade having a minimum height of 20 feet.

²⁵ The minimum building height for all buildings within Land Area B shall be 12 feet except for buildings along public and private street frontages. The minimum building height for buildings within Land Area B located along public and private street frontages are as follows:

- The minimum height for buildings proximate to the north side of the section of Goodyear Way located 300 feet east of 150th Drive and 400 feet west of Bullard Avenue shall be either of the following:
 - 100% of each building façade facing the northside of Goodyear Way shall have a minimum height of 25 feet, or
 - At least 50% of each building façade facing the northside of Goodyear Way shall have a minimum height of 30 feet with the remainder of the building façade having a minimum height of 12 feet.
- At least 50% of each building façade along the northside of the section of Goodyear Way located between 150th Drive and 300 feet east of 150th Drive shall have a minimum height of 20 feet with the remainder of the building façade having a minimum height of 12 feet.
- At least 50% of each building façade along the northside of the section of Goodyear Way located between Bullard Avenue and 400 feet west of Bullard Avenue shall have a minimum height of 20 feet with the remainder of the building façade having a minimum height of 12 feet.
- At least 50% of each building façade along any other public and private street frontage within Land Area B shall have a minimum height of 20 feet with the remainder of the building façade having a minimum height of 12 feet.

²⁶ The minimum height of all buildings within Land Area D shall be 12 feet except for buildings along public and private street frontages. At least 50% of each building facade along public and private street frontages within Land

	200 ft. maximum
Land Area E	12 ft. - 20 ft. minimum ²⁷ 200 ft. maximum
Land Area F	No minimum 200 ft. maximum
Accessory Building Height	No minimum height for accessory uses Accessory uses shall be no higher than the principle structure
Minimum Building Perimeter Setback²⁸	
Encanto Blvd.	15 ft.
150 th Drive	10 ft.
Monte Vista Road	10 ft.
McDowell Road	30 ft., for primary structures 12 ft., for patio
Goodyear Way	0 ft.
Bullard Avenue	30 ft., for primary structures 12 ft., for patio
New Street (if Public) in Land Area F	10 ft.
Interstate-10 (Papago Freeway)	30 ft.
Internal Private Drives	0 ft.
Western Perimeter of Land Area A	20 ft.
Minimum Interior Building Setbacks	
Land Area A for Single Family Attached Residential	Front: 10 feet from front lot line to living space Note: 5 feet from front lot line to porch Note: Architectural features are allowed to project up to 2 feet into setback. Rear: 0 ft. Note: Between 3 ft. (Minimum) and 5 ft. (Maximum) apron approach to garage OR 18 ft. (Minimum) from driveway to garage.

Area D shall have a minimum of height of 40 feet with the remainder of the building façade having a minimum height of 12 feet.

²⁷ The minimum height of all buildings within Land Area E shall be 12 feet except for buildings along public and private street frontages. At least 50% of each building façade along public and private street frontages within Land Area E shall have a minimum height of 20 feet with the remainder of the building façade having a minimum height of 12 feet.

²⁸ Except as otherwise stated in this GSQ PAD or the Supplemental Design Guidelines, setbacks shall be measured from public street rights-of-way. Setbacks apply to the public streets along the perimeters of the PAD Property, to the public streets identified in this Table and to any newly created public street within Land Area F. Setbacks do not apply to the interior separations between lots, parcels, or developments, unless otherwise stated in this GSQ PAD.

	<p>Side: 0 ft.</p> <p>Note: At end units, 5 ft. (Minimum) setback to living area and 0 ft. (Minimum) to porch.</p>
Land Area A (Other)	0 ft.
Land Areas B – F	0 ft.
Accessory Building Height & Setbacks	<p>All regulations and development standards above are applicable to the principal building shall apply to accessory buildings, except as follows:</p> <p>Accessory buildings located on private residential lots shall comply with the standards set forth in Article 8-2 of the Goodyear City Code applicable to accessory buildings.</p>
Minimum Open Space	
Land Area A	<p>Single-family attached: 15% of each development</p> <p>Multi-family: 5% of each multi-family development shall contain active open space; each multi-family unit shall include a minimum of 40 square feet of private open space with a minimum depth of 5 feet unless the Development Services Director or designee has determined that modifications or replacements are consistent with the requirements set forth above or provide an equal or greater level of quality and functionality.</p> <p>Commercial: 5% of the net lot area of each individual commercial development or 5% of the overall commercial development if illustrated on master site plan shall be active open space.</p>
Land Areas B - F	<p>Multi-family: 5% of each multi-family development shall contain active open space; each multi-family unit shall include a minimum of 40 square feet of private open space with a minimum depth of 5 feet unless the Development Services Director or designee has determined that modifications or replacements are consistent with the requirements set forth above or provide an equal or greater level of quality and functionality.</p> <p>Commercial: 5% of the net lot area of each individual commercial development or 5% of the overall commercial development if illustrated on master site plan shall be active open space.</p>
Maximum Building Coverage	
Land Area A	65%
Land Areas B - F	100%
Parking	Pursuant to Section IV.E. below
Dwelling Unit Density	No Maximum

B. SITE LAYOUT

The following design principles shall be implemented on future development plans:

- All uses shall integrate with adjacent streets, open spaces, and neighboring uses.
- Integration shall mean the provision of enhanced and appropriate design elements that promote pedestrian connectivity, human interaction, and ADA accessibility while seeking to limit the dominance of automobiles. The design elements shall encompass landscape, hardscape, ADA facilities, and wayfinding.
- The project will implore a “people-first” design approach.
- Because of the unique shape and layout of the Site and possibility for multiple frontages, the placement of buildings and parking lots, along with any necessary tools to treat the edges of parking lots, will be determined and further detailed in the Comprehensive Streetscape Package outlined in Section VII, which is to be included in the Supplemental Design Guidelines that are to be adopted pursuant to the requirements in this GSQ PAD.

C. LIGHTING

Exterior lighting shall comply with Article 10 of the Goodyear Zoning Ordinance, except as provided in the GSQ PAD or the Supplemental Design Guidelines. The Site will use thematic lighting to create an Entertainment District within the PAD Property. As such, Land Areas C-F and the areas of Land Area B facing south shall be designated Lighting Zone 4 in Article 10 of the Goodyear Zoning Ordinance and development within Land Areas C – F and the areas of Land Area B facing south shall comply with the lighting requirements applicable to Zone 4. Except as provided above for areas of Land Area B facing south, the areas of Land Area B shall be designated Lighting Zone 3 in Article 10 of the Goodyear Zoning Ordinance and development within Land Area B shall comply with the lighting requirements applicable to Zone 3. Land Area A shall be designated Lighting Zone 2 in Article 10 of the Goodyear Zoning Ordinance and development within Land Area A shall comply with the lighting requirements applicable to Zone 2.

Both street and pedestrian level lighting shall provide fixtures scaled appropriately to specific locations while providing adequate lighting levels for security and wayfinding. Fixtures shall be consistent in character and complementary to adjacent building design and landscape palettes. Emphasis should be placed on creating more intimate lighting distribution patterns that enhance the pedestrian experience along streetscapes and internal walkways. Further details of the lighting including enhancements befitting the unique nature of this development shall be included in the Supplemental Design Guidelines that are to be adopted pursuant to this GSQ PAD.

D. SCREENING, FENCING, AND WALLS

Outdoor storage, trash enclosures, and mechanical equipment shall be screened by walls and/or landscaping that complement adjacent building design. When possible, outdoor storage, trash enclosures, and mechanical equipment shall be located in areas not visible from public or private streets. If outdoor storage, trash enclosures, and mechanical equipment will be visible from private or public streets and/or internal driveways, physical design enhancements shall be incorporated into the development to limit the visual impact.

No perimeter screening, fencing, or walls are required, except parking areas with parking stalls facing the street located adjacent to McDowell Road, 150th Drive, Monte Vista Road, Encanto Boulevard, and Bullard Avenue shall be screened with a minimum 36-inch screen walls. Alternatives to 36-inch screen walls, such as landscaping and/or berms, may be approved by the Zoning Administer or his/her designee. Open view fences are encouraged to be used, except solid fences/walls may be used for appropriate screening, safety, and security reasons.

Multi-family development should interface with the street and not be contained within traditional garden style walled off settings.

- Ground floor patios of multi-family buildings that are located adjacent to a roadway or private drive are encouraged to have gates and/or sidewalks to provide direct access to the sidewalks along those roadways.
- Each multi-family building shall provide a minimum of one (1) pedestrian connection from the building to an adjacent sidewalk.
- Continuous perimeter walls or fencing uninterrupted by buildings along the boundaries of multi-family developments are not permitted.
 - Buildings and patios should be the primary means of securing the interior of a multi-family development within the PAD Property.
 - Any security walls along the perimeter of a multi-family development should be between and connecting buildings.

Further details related to screening, walls, and fencing that incorporate requirements set forth herein and that include enhancements befitting the unique nature of this development shall be included in the Supplemental Design Guidelines that are to be adopted pursuant to this GSQ PAD.

E. PARKING

Parking within the PAD Property developed with mixed uses may be part of a Mixed-Use Shared Parking Program that considers compatible uses and current market parking demands. The Mixed-Use Shared Parking Program shall be created by a professional traffic engineer and administratively approved by both the City's Traffic Engineer and Zoning Administrator and/or their respective designees subject to modifications required by city staff. The owners of individual developments that are part of a Mixed-Use Shared Parking Program shall be required to enter into an

irrevocable agreement in accordance with the approved Mixed-Use Shared Parking Program and to allow cross-access and shared parking across there-in identified portions of the PAD Property subject to the Mixed-Use Shared Parking Program, and the irrevocable agreement shall be recorded in the official records of the Maricopa County Recorder.

Within the existing theater facility (Harkins) located at the southeast corner of 150th Drive and Goodyear Way, the theater may retain the currently existing number of parking spaces in the general location of such spaces, so long as portions of the parking lot design are modified as is mutually acceptable to Harkins, Globe, and the Zoning Administrator or his/her designee to provide improved pedestrian connectivity in the parking area located east of the Harkins Theater building. Further, the theater facility may provide movie-related artistic advertising material (may be electronic) along the theater's Goodyear Way frontage in concert with hardscape elements such as the installation of an art walk and trail as set forth in the Supplemental Design Guidelines that are to be adopted pursuant to this GSQ PAD.

Parking along the southside of Goodyear Way that is between 400 feet west of Bullard Avenue and 650 feet west of Bullard Avenue shall be screened with a combination of hardscape elements such as the installation of art, panels and screen walls as set forth in the Supplemental Design Guidelines that are to be adopted pursuant to this GSQ PAD.

Parking within the PAD shall be as follows:

Minimum Parking Requirements	
The requirements set forth in Article 6 of the Zoning Ordinance shall apply to the development of the PAD Property except as follows. The following parking ratios shall apply unless modified by an approved Mixed-Use Shared Parking Program in which case the provisions in the Mixed-Use Shared Parking Program shall apply as applicable.	
Land Use	
Limited-Service Hotel with no dining or bar facilities	0.80 space/1 room
Hotel	1.0 space/1 room
Residential, Multi-family and Mixed-Use	Parking of Multi-family Residential within the Mixed-Use categories shall be in accordance with the below parking standards. Notwithstanding the foregoing, further-reduced per dwelling unit parking standards may be adopted subject to modifications required by city staff if such reduced standards are supported by an independent

	<p>3rd party parking consultant's data-based study, a letter of recommendation for such lower parking/dwelling unit ratios, and parking related design standards as approved by the Zoning Administrator or his/her designee. In addition to the aforementioned items, the following parking standards shall apply:</p> <ol style="list-style-type: none"> 1) Covered parking may be located within an enclosed garage, carport, tuck under, canopy, or a combination thereof. 2) Garage parking may be configured as side-by-side or as tandem spaces. <p>.90 space/efficiency and 1-bedroom unit</p> <p>1.4 spaces/2-bedroom unit</p> <p>1.9 spaces/3-bedroom unit</p> <p>.10 guest space per every unit</p> <p>Tandem parking, to satisfy required parking, shall require a Parking Plan; tandem spaces in excess of required parking are permitted without a Parking Plan.</p>
Restaurant	<p>An isolated sit-down restaurant that is not adjacent to non-restaurant uses shall provide parking in accordance with Section 6-4-2 of the Zoning Ordinance (except the ratio for outdoor serving (patio) areas shall be 1 space per 250 sq. ft.) until such restaurant becomes adjacent to non-restaurant uses whereupon it shall provide parking in accordance with the following: 1 space/50 sq. ft. of indoor seating area only and 1 space/250 sq. ft. for outdoor serving (patio) areas.</p> <p>An isolated fast casual (counter order) in-line restaurant and/or fast food restaurant that is not adjacent to non-restaurant uses shall</p>

	<p>provide parking in accordance with Section 6-4-2 of the Zoning Ordinance (except the ratio for outdoor serving (patio) areas shall be 1 space/65 sq. ft. of indoor seating area only and 1 space/250 sq. ft. for outdoor serving (patio) areas.</p> <p>Note: Seating areas within or adjacent to any common area open spaces shall not be required to provide additional parking above what is required for indoor dining areas.</p>
General and Professional Office	3.2 spaces/1,000 sq. ft. Tenant Leasable Building Area
Retail	3.33 spaces/1,000 sq. ft.
Dog Park	0 spaces
Health Club	1 Space/100 sq. ft. of indoor floor area
Medical related and ancillary uses (storage, assembly, etc. as described in the above Permitted Uses Table)	In accordance with Section 6-4-2.E for manufacturing, assembly processing
Family Activity Center	4.5 spaces/1,000 sq. ft. of indoor floor area
Theater	1 space/3.5 seats
Automotive Sales and Rental	1 space/375 sq. ft. indoor floor area of sales and service building
Automotive Repair and Service	1 space/300 sq. ft. floor area, including service bays, wash tunnels and retail areas
Veterinary Office and Veterinary Hospital	1 space/150 sq. ft.
Loading Spaces	<p>0 required except commercial buildings with more than 100,000 sq. ft. of Gross Leasable Area and multi-family developments with more than 100 D/Us shall each have a minimum of one back of house service or loading dock.</p> <p>Hotels in excess of 75 keys shall provide one 10 ft. x 75 ft. space for each 75 rooms for truck trailers and RVs.</p> <p>Loading spaces may be located on and/or adjacent to residentially zoned lots.</p>

Parking Space Dimensions (Parking Garages, Surface Parking)	<p>Regular – 8.5 ft. x 18 ft.</p> <p>Compact – 8 ft. x 16 ft. (maximum of 10% of the parking spaces may be Compact)</p> <p>Parallel – 9 ft. x 22 ft.</p> <p>Diagonal – 9 ft. x 18 ft.</p> <p>*The above stall depths may be reduced by 2 ft. of vehicle overhang that is allowed on Regular and Compact parking spaces abutting curbs and landscape planters.</p> <p>**Encroachments of up to 1-ft. on one side or up to 1-ft. aggregate for two sides for structural columns are permitted into parking stalls located within parking garages.</p>
Drive Aisle Width	<p>Minimum One-way – 12 ft.</p> <p>Minimum Two-way – 22 ft.</p> <p>Note: If the One-Way drive aisle is a required fire lane the minimum width shall be 20 ft. (or 26 ft. if next to building over 30 ft. in height). If the one-way drive aisle is in a parking field, and is not a required fire lane, a 12-ft. wide drive aisle is acceptable. The two-way drive aisle shall be 26 ft. wide if next to a building over 30 ft.</p>

V. STREETS AND CONNECTIVITY

The City recognizes that this development is different and unique. The City is committed to finding the appropriate street design that strikes a balance between streetscape aesthetics, pedestrians and bicyclists, vehicles, public safety, and delivery of public services. The PAD Property will include a diverse mix of various public and private streets. An *Illustrative Vehicular Circulation Plan* is provided at **EXHIBIT 6**. Periphery streets designed to access the PAD Property shall be developed with sidewalks, landscaping, and lighting consistent with adjacent development frontages and generally consistent with City standards but modified to include enhancements required to create a unique pedestrian experience on the PAD Property consistent with the intent of this GSQ PAD. Internal streets, both public and private, should promote a more intimate scale of pedestrian-level activity by reducing widths while responding to specific vehicular traffic needs. Traffic speeds should be slowed, encouraging safe and

inviting pedestrian flows and crossings at designated locations. Street-side parking should be encouraged, where appropriate. Canopy trees should be located adjacent to the streets in a landscape strip and spaced to promote both shade to pedestrians on the detached sidewalks and visual definition to the street corridors. Themed street lighting should be coordinated with the landscaping, periodic benches, and trash receptacles that further promote an active streetscape. These enhanced design elements will be further described in the Supplemental Design Guidelines that are to be adopted pursuant to this GSQ PAD.

This GSQ PAD is intended to provide connectivity for pedestrians and bicyclists, as well as vehicles. The development shall provide pedestrian and bike paths facilitating north-south and east-west connectivity. A Primary Pedestrian Corridor and parallel bike path along the northside of Goodyear Way that will connect to Goodyear Way at 150th Drive shall be constructed as reflected in ***Exhibit 5, Illustrative Conceptual Circulation Plan***. Pedestrian paths running north and south and east and west through the PAD Property, as reflected in ***Exhibit 5, Illustrative Conceptual Open Space and Circulation***, shall be constructed. The design elements for the Primary Pedestrian Corridor, and bike path along the northside of Goodyear Way and the pedestrian paths referred to herein will be further described in Supplemental Design Guidelines that are to be adopted pursuant to this GSQ PAD.

A 20 ft. landscape setback shall be provided along the western perimeter of Land Area A.

An art trail shall be established along Goodyear Way between 150th Drive and Bullard Avenue with at least 3 major nodes. The design elements and details of this art trail (such as but not limited to, City provided public and/or private art) shall be described in the Supplemental Design Guidelines and/or Street Cross-Sections to be adopted pursuant to this GSQ PAD and which shall identify areas to be provided for art.

An enhanced intersection, including crosswalk, shall be detailed and established at Goodyear Way and 150th Drive. Details of the intersection and crosswalk improvements shall be included within the Supplemental Design Guidelines, which are to include Comprehensive Street Cross-Sections, that are to be adopted pursuant to this GSQ PAD.

VI. SIGNAGE

No signage is being approved with this PAD. Signage shall comply with Article 7 of the Goodyear Zoning Code or with the existing Comprehensive Sign Package except as modified by a Comprehensive Sign Package (or an Amended Comprehensive Sign Package) approved by the Goodyear City Council.

This Site will be a unique development within the City that requires unique and appropriate sign regulations and may require the existing Comprehensive Sign Package that includes all of the PAD Property to be amended. If amendments to the existing Comprehensive Sign Package will be sought, owner/developer shall submit a Comprehensive Sign Package seeking an amendment to the City. In order to create an Entertainment District in the PAD, deviations from

the requirements and limitations set forth in Article 7 of the Goodyear Zoning Code with respect to height, sign area, location, intensity, illumination, electronic messaging, animation, advertising, , video boards, and roof-mounted signs may be provided in a Comprehensive Sign Package.

VII. LANDSCAPING

A landscape palette of materials shall be developed that reinforces the desired pedestrian activity and complements the building architecture while remaining sensitive to the desert environment. Prior to commencement of development, a Comprehensive Streetscape Package establishing the design theme for the streets, including cross sections, landscaping, site lighting, street furniture, bicycle racks, trash receptacles, and more that incorporates requirements set forth herein and that includes design features and enhancements befitting the unique nature of this development shall be included in the Supplemental Design Guidelines that are to be adopted pursuant to this GSQ PAD.

VIII. ARCHITECTURE AND BUILDING FORM

Building design shall be in conformance with the City of Goodyear Design Guidelines Manual pursuant to the provisions in Article 1 of the Goodyear Zoning Ordinance unless modified by this GSQ PAD and/or the Supplemental Design Guidelines approved and adopted pursuant to the requirements of this GSQ PAD.

The GSQ PAD is intended to be a form-based code. Therefore, with respect to the building form, the exterior building facades shall follow the general framework described below:

- I. Structures shall exhibit design continuity and contain exterior materials that exhibit quality and durability.
- II. Visible side and rear building facades that are visible from a street, drive aisle, or pedestrian-oriented common area shall have an appropriate level of design and finish compatible with the front façade.
- III. Monotonous building elevations shall be avoided, building accents shall be expressed through differing materials or architectural detailing.
- IV. Development within the PAD Property shall respect architectural styles, materials, forms, features, colors, and other elements from adjacent development within the PAD Property that promote compatibility and encourage quality and creative design. These could include: continuation of distinctive rooflines, covered walkway alignments, complimentary detailing and finish, accent features on visible sides of structures, compatible shapes, material, and wall and landscaping treatment.
- V. Areas B, C, D and E shall have heightened architectural requirements, material variations and color as shall be provided in greater detail in Supplemental Design Guidelines that are to be adopted pursuant to this GSQ PAD.

The Supplemental Design Guidelines that are to be adopted pursuant to this GSQ PAD shall include requirements that are consistent with the foregoing and other provisions in the GSQ PAD related to the quality and vision for the development of the PAD Property, and shall include design features and enhancements befitting the unique nature of this development.

IX. MATERIALS PALETTE

Materials shall reflect the quality and character of the design described above. Illustrative Examples of the Materials Palette are provided at **Exhibit 7**. The illustrative examples are intended to demonstrate quality and to communicate the vision for this PAD. The illustrative examples are not regulatory. The permitted materials and colors shall be provided in greater detail in Supplemental Design Guidelines. Corporate colors, brand identity and materials may be used as accents so long as the end result is high quality architecture with appropriate and harmonious ties to the overall architecture of the Site.

X. ADDITIONAL REGULATIONS

- I. The provisions set forth in Article 1 (Administration and Procedures) of the Goodyear Zoning Ordinance shall apply to the administration of this GSQ PAD.
- II. Except as modified by this GSQ PAD and/or the Supplemental Design Guidelines adopted pursuant to the requirements of this GSQ PAD, the development of the PAD Property shall comply with the requirements set forth in Article 5 (Property Improvement Standards).
- III. Except as modified by this GSQ PAD and/or the Supplemental Design Guidelines adopted pursuant to the requirements of this GSQ PAD, the development of the PAD Property shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines, which includes, but is not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies in effect at the time of development, all applicable provisions in the Goodyear City Code, and the conditions and stipulations of approval of the ordinance adopting the GSQ PAD.

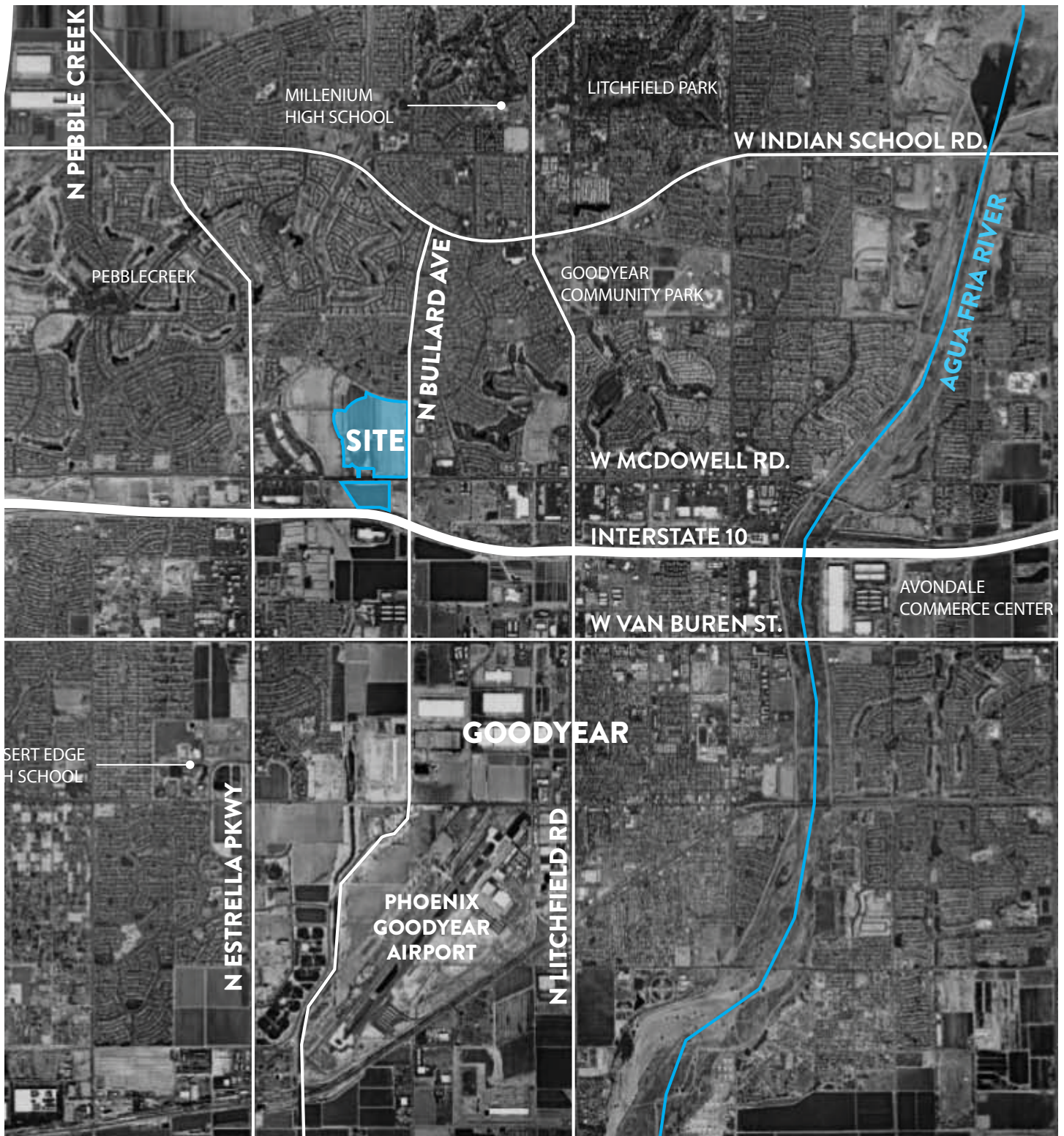
XI. POST APPROVALS OF SUPPLEMENTAL DESIGN GUIDELINES AND STREET CROSS-SECTIONS

- I. Except as modified by Ordinance 2022-1561, prior to the submission and approval of any Site Plan, preliminary plat, minor land division, and/or application for a construction permit for development within the PAD Property, Street Cross-Sections and Supplemental Design Guidelines that include all of the elements discussed in this GSQ PAD, including, but not limited to, a Comprehensive Street Package, shall be submitted and approved. The Street Cross-Sections and Supplemental Design Guidelines, shall include requirements that are consistent with the terms of this GSQ PAD and shall include design features and enhancements befitting the unique nature of this development. Notwithstanding the first sentence of this Section IX.I of this GSQ PAD, reviews of the Street-Cross Sections and Supplemental Design Guidelines

may run concurrently with reviews of Site Plans, preliminary plats, minor land divisions, and/or applications for construction permits provided the Street Cross-Sections and Supplemental Design Guidelines are submitted prior to the submittal of such Site Plans, preliminary plats, minor land divisions, and/or applications for construction permits. Except as modified by Ordinance 2022-1561, no Site Plan, preliminary plat, minor land division and/or application for a construction permit shall be approved until the Street Cross-Sections and Supplemental Design Guidelines have been approved.

- II. The Street Cross-Sections are subject to the approval of the City Traffic Engineer and the Zoning Administrator, which approvals shall be at their sole discretion.
- III. The Supplemental Design Guidelines are subject to the approval of the Zoning Administrator, which approval shall be at his/her sole discretion.
- IV. All development within the PAD Property shall be developed in accordance with the approved Street Cross Sections and the approved Supplemental Design Guidelines.
- V. A Mixed-Use Shared Parking Program as generally described in above Section E may be submitted and is subject to the approval of the Zoning Administrator and the City Traffic Engineer, which approvals shall be at their sole discretion.

Exhibit 1



VICINITY MAP



GSQ REGIONAL CENTER
GOODYEAR, AZ

Exhibit 2



PAD BOUNDARY
PAD BOUNDARY PLAN

GSQ REGIONAL CENTER
GOODYEAR, AZ



Exhibit 3

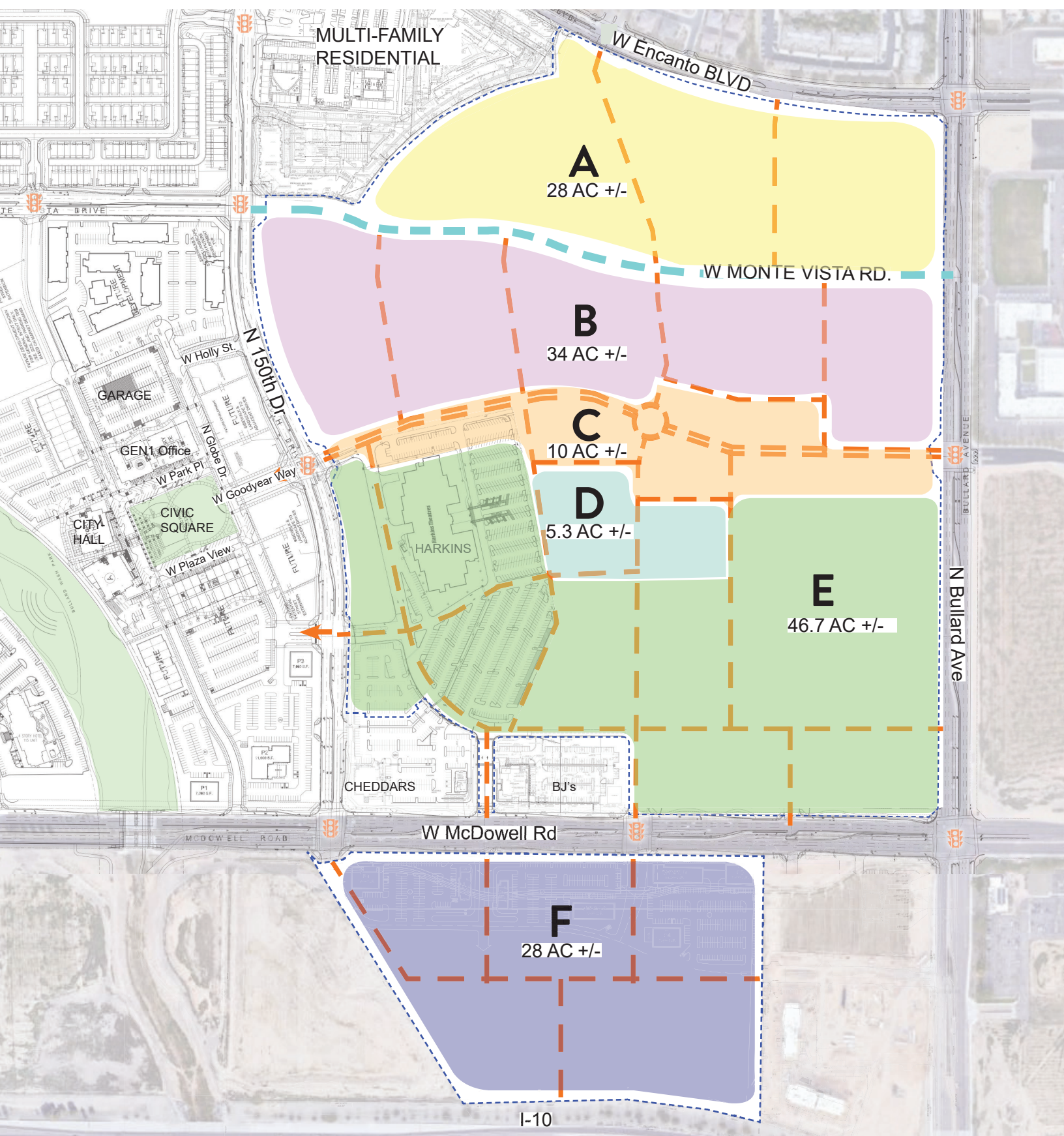


PARCEL BOUNDARY AND CONTEXT MAP



GSQ REGIONAL CENTER
GOODYEAR, AZ

Exhibit 4



LAND AREA PLAN

Disclaimer: This exhibit is for conceptual land use only and not for vehicular circulation

GSQ REGIONAL CENTER
GOODYEAR, AZ



Exhibit 5



CONCEPTUAL CIRCULATION PLAN

NOTE:
See PAD section IV (Land Uses) for additional details on permitted uses.

Disclaimer: This exhibit is not for vehicular circulation

GSQ REGIONAL CENTER
GOODYEAR, AZ

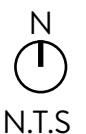
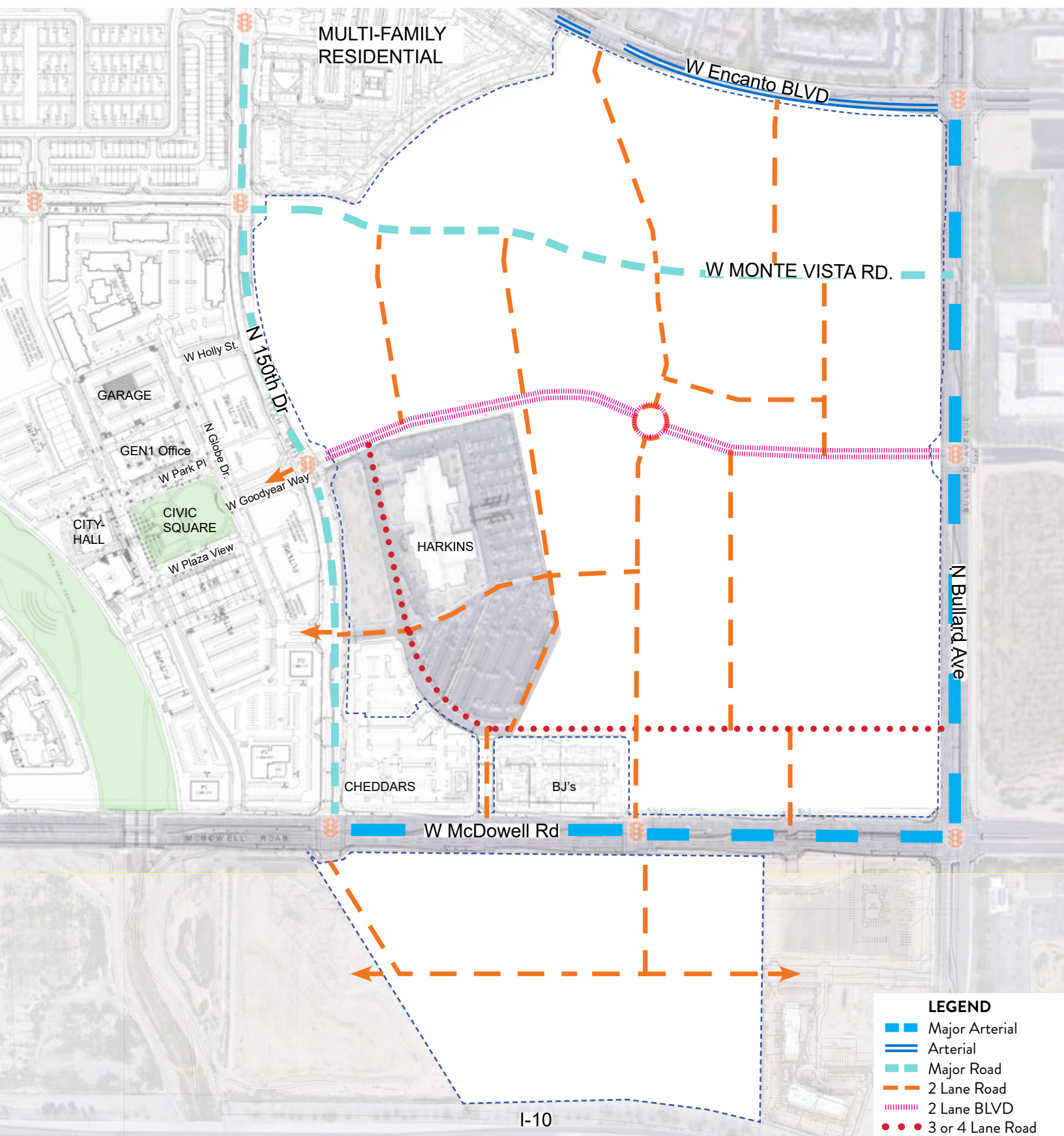


Exhibit 6



ILLUSTRATIVE VEHICULAR CIRCULATION PLAN

Disclaimer: This exhibit is for conceptual layout only and not final

GSQ REGIONAL CENTER
GOODYEAR, AZ



Exhibit 7

Material Palette - Illustrative Examples

The following include the examples of the types of materials and colors that are envisioned for Goodyear Masterplan but are not meant to be regulatory



RETAIL

-Successful retail allows for variety and color within the framework of the building storefront. Tenants are allowed and encouraged to create dynamic storefronts that interact with the streetscape and showcase the brand and its goods in an attractive light. Canopies and signage integration is important to create a welcoming experience.

GSQ REGIONAL CENTER
GOODYEAR, AZ



OFFICE

-Successful office developments within a mix use environment allows for differentiation of the ground level from the office levels above. This is achieved thru proportion and size of openings or change in material.

GSQ REGIONAL CENTER
GOODYEAR, AZ



1



2



3



4



5



6



7

RESIDENTIAL

-The mix use residential will be a clean modern design palate of brick, stone, stucco, metals and glass.
The intent is to break up the façade both vertically and horizontally to minimize the apparent bulk and building mass.
Retail/ amenity integration at the appropriate locations is desirable.

GSQ REGIONAL CENTER
GOODYEAR, AZ



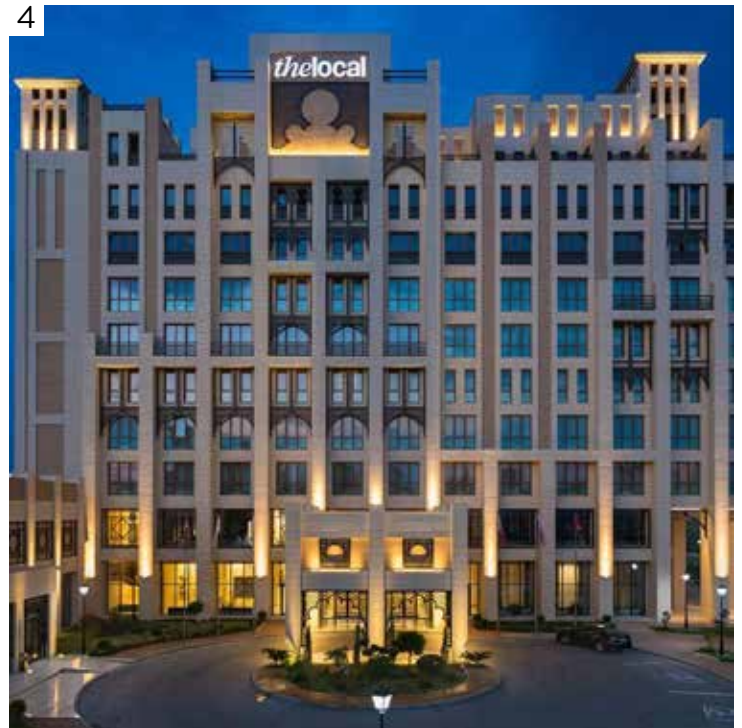
1



2



3



4

HOTEL

-The hotel component will be heavily dependent on the brand. The following examples indicate a clean modern aesthetic.

GSQ REGIONAL CENTER GOODYEAR, AZ

ORDINANCE NO. 2023-1561

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 152 ACRES OF PROPERTY LOCATED WEST OF BULLARD AVENUE ALONG MCDOWELL ROAD TO BE KNOWN AS GSQ REGIONAL CENTER; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, this property subject to this Ordinance consists of approximately 152 acres and is located west of Bullard Avenue along McDowell Road as more particularly described in that certain document titled "Legal Description," which document was declared public record by Resolution No. 2023-2278, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property"); and

WHEREAS, A portion of the Property subject to this rezoning request was rezoned to Planned Area Development (PAD) on February 14, 2000 by Ordinance No. 00-679 to be developed in accordance with the Goodyear Planned Regional Center Planned Development dated November 9, 1999 as amended by Ordinance 00-679; and another portion of the Property was rezoned to Planned Area Development (PAD) on July 10, 2006 by Ordinance 06-1019 to be developed in accordance with the Goodyear Planned Regional Center Planned Development dated November 9, 1999 as amended by Ordinance 00-679; and

WHEREAS, the underlying land use designation under the current zoning is commercial; and

WHEREAS, the land use designation in the Goodyear 2025 General Plan for the Property is 'Business and Commerce'; and,

WHEREAS, this request is to rezone the Property to the Planned Area Development Zoning District and adopt the "GSQ Regional Center Planned Area Development (February 2023)" to allow for a 152-acre mixed-use retail, entertainment and residential development; and,

WHEREAS, city staff finds that the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of Village Center which includes the development of the long-planned regional center; and

WHEREAS, an in-person Neighborhood Meeting was conducted for this proposal and Notice of the Neighborhood Meeting was provided to property owners within 500 feet of the property on October 1, 2022 and signs advertising the Neighborhood Meeting was posted to the site on September 30, 2022; and,

WHEREAS, the neighborhood meeting took place, in-person, on October 18, 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 February 15, 2023, appeared in the Arizona Republic Southwest Valley edition on January 27, 2023; postcards were mailed to adjoining owners on January 20, 2023; and signs on the site were updated on January 19, 2023 to notify residents of the scheduled public hearing; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on February 15, 2023.

WHEREAS, at the Planning and Zoning Commission, upon conclusion of the staff presentation, one resident expressed concerns for setbacks along Goodyear Way and how residents would be able to walk along that roadway meeting one resident voiced; and

WHEREAS, at the conclusion of the Public Hearing, the Commission voted (7-0) to recommend approval of the proposed rezoning; and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on February 27, 2023 appeared in the Arizona Republic Southwest Valley Edition on January 27, 2023; postcards were mailed to adjoining owners on January 20, 2023; and signs on the site were updated on January 19, 2023 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. 2023-1561 applies to approximately 152 acres located west of Bullard Avenue along McDowell Road and legally described in that certain document titled "Legal Description," which document was declared public record by Resolution No. 2023-2278, and which is hereby adopted, referred to and made a part hereof as if fully set forth in this Ordinance (the "Property").

SECTION 2. ADOPTION OF FINDINGS

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

SECTION 3. REZONING

The Property is conditionally rezoned to the Planned Area Development (PAD) Zoning District by the adoption herein of that certain document titled "GSQ Regional Center Planned Area Development (February 2023)" which document was declared public record by Resolution No. 2023-2278, and which is hereby adopted, referred to and made a part hereof as if fully set forth in this Ordinance (the "GSQ PAD").

SECTION 4. STIPULATIONS

The rezoning of the Property is subject to the following stipulations and conditions:

1. Development of the Property shall comply with the GSQ PAD as modified by the following stipulations and conditions of approval and the Street Cross Sections and Supplemental Design Guidelines that are to be approved as set forth herein and in the GSQ PAD; and
2. The rezoning submittal included site plan level details. No site plan or any of the site plan level details are approved with this rezoning, which includes but is not limited to the preliminary sewer, water, and drainage designs, including the statements as to the water and sewer lines that will serve the Property and the existence of water and sewer capacity, phasing plans, grading and drainage plans, and circulation plans. All future development within the Property shall be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, utility lay out, lighting, infrastructure, parking, access, and circulation; and
3. The Traffic Impact Analysis/Study submitted with the application for rezoning is not approved. Except as provided in stipulation 4 below, prior to the approval of any Site Plan, preliminary plat and/or application for a construction permit for development within the Property, Owner shall submit a Master Traffic Impact Analysis/Study that complies with all of the requirements in the Engineering Design Standards and Policies Manual and includes the build out of all of the Property subject to this rezoning based on the anticipated land use and density (the "Master TIA"). The Master TIA shall identify all necessary infrastructure improvements needed to accommodate the traffic demands resulting from the development of the Property, which includes by way of example, new streets, traffic signals within or adjacent to the boundaries of the Property, and modifications of existing street improvements (collectively the "Transportation Infrastructure"). Updated Traffic Impact Analyses/Studies that comply with all of the requirements in the Engineering Design Standards and Policies Manual (the "Updated TIA") shall be submitted with each subsequent application for a site plan, preliminary plat or minor land division. The Updated TIA shall identify additional Traffic Infrastructure required as a result of deviations in actual development of the Property from the assumptions underlying the Master TIA. Except as otherwise provided herein or in a written development agreement approved by the Goodyear City Council, Owner, at Owner's sole cost, shall construct all Transportation Infrastructure identified in the Master TIA or any Updated TIA; and
4. Notwithstanding the requirements set forth in stipulation 3 above, the requirements that a Master Traffic Impact Analysis/Study be approved prior to approval of any Site Plan and/or application for a construction permit for development within the Property may, at

the discretion of the City Engineer or his/her designee, be waived under the following conditions. The waiver provided herein shall apply only to the approvals of Site Plans and/or applications for construction permits for development within the Property that meets all of the following requirements:

- a. The application(s) for the Site Plans and/or construction permits shall have been submitted within six (6) months of the effective date of this Ordinance; and
- b. The waiver shall apply to the development of no more than three primary structures; and
- c. Access to the proposed development will be off of an existing public roadway OR the applicant has proposed the construction of temporary drive aisles to provide access to the proposed development from an existing public roadway and the City Engineer or his/her designee has determined that the proposed drive aisles provide sufficient access to the proposed development;

and

5. Except as otherwise provided in this Ordinance 2023-1561, prior to the submission and approval of any Site Plan, preliminary plat, minor land division, and/or application for a construction permit for development within the Property, Street Cross-Sections and Supplemental Design Guidelines that include all of the elements discussed in the GSQ PAD, including, but not limited to, a Comprehensive Street Package, shall be submitted and approved as set forth in the GSQ PAD. The Street Cross-Sections and Supplemental Design Guidelines, shall include requirements that are consistent with the terms of the GSQ PAD and design features and enhancements befitting the unique nature of this development, and shall be approved as set forth in the GSQ PAD. Reviews of the Street-Cross Sections and Supplemental Design Guidelines may run concurrently with reviews of Site Plans, preliminary plats, minor land divisions, and/or applications for construction permits provided the Street Cross-Sections and Supplemental Design Guidelines are submitted prior to the submittal of Site Plans, preliminary plats, minor land divisions, and/or applications for construction permits; and
6. The Zoning Administrator or designee, at his/her sole discretion, may waive the requirements that Street Cross-Sections and Supplemental Design Guidelines that include all of the elements discussed in the GSQ PAD, including, but not limited to, a Comprehensive Street Package, be submitted prior to the submission and approval of any Site Plan, preliminary plat, minor land division, and/or application for construction permit for development with the Property under the following conditions. The waiver provided herein shall apply only to the approvals of

site plans, preliminary plats, minor land divisions, and/or applications for construction permits for development within the Property that meets all of the following requirements:

- a. The application(s) for the Site Plan, preliminary plat, minor land division, and/or application for construction permits shall have been submitted within six (6) months of the effective date of this Ordinance; and
- b. The waiver shall apply to the development of no more than three primary structures; and
- c. Prior to the issuance of any building permits for the three primary structures to which this waiver may apply, the applicant has submitted to and received approval by the Zoning Administrator or designee, in his/her sole discretion, of design standards for such primary structures;

and

7. The Preliminary Sewer Report/Memo submitted with the application for rezoning is not approved. An updated Preliminary Sewer Report that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted with the first preliminary plat and/or site plan submitted for the development of the Property and shall be approved by the City Engineer or his/her designee prior to the approval of such preliminary plat and/or site plan and prior to the issuance of any permit for work within the Property except for an at-risk grading permit, which may be issued at the discretion of the City Engineer or his/her designee; and
8. The Preliminary Water Report/Memo submitted with the application for rezoning is not approved. An updated Preliminary Water Report that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted with the first preliminary plat and/or site plan submitted for the development of the Property and shall be approved by the City Engineer or his/her designee prior to the approval of such preliminary plat and/or site plan and prior to the issuance of any permit for work within the Property except for an at-risk grading permit, which may be issued at the discretion of the City Engineer or his/her designee; and
9. The Preliminary Drainage Report/Memo submitted with the application for rezoning is not approved. An updated Preliminary Drainage Report for the development of the Property that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted with the first preliminary plat and/or site plan submitted for the development of the Property and shall be approved by the City Engineer or his/her designee prior to the approval of such preliminary plat and/or site

plan and prior to the issuance of any permit for work within the Property except for an at-risk grading permit, which may be issued at the discretion of the City Engineer or his/her designee; and

10. Unless all or part of W. Monte Vista Drive is constructed by others, Owner shall construct the full street improvements, (the northside and southside) of W. Monte Vista Drive between N. 150th Drive and N. Bullard Avenue. W. Monte Vista Drive shall be constructed in accordance with the Street Cross-Section for W. Monte Vista Drive and the Supplemental Design Guidelines approved as discussed above. If a portion of W. Monte Vista Drive is constructed by others and the improvements are not consistent with the approved Street Cross-Section and Supplemental Design Guidelines, Owner shall modify the street improvements as needed so all of W. Monte Vista Drive between N. 150th Drive and N. Bullard Avenue is constructed in accordance with the approved Street Cross-Section for W. Monte Vista Drive and the Supplemental Design Guidelines. Unless constructed earlier or unless otherwise agreed to in a written phasing plan approved by the City Engineer or his/her designee, W. Monte Vista Drive shall be constructed in connection with development within Land Area A and/or Land Area B. Unless the City Engineer or his/her designee modified the timing for the completion of W. Monte Vista Drive in an approved written phasing plan, no certificates of occupancy shall be issued for any structures located within Land Area A or Land Area B until W. Monte Vista Drive has been constructed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period. W. Monte Vista shall be a public street and shall be constructed by Owner at Owner's sole cost, unless otherwise provided in a written development agreement. Notwithstanding the foregoing, if the Master TIA or an Updated TIA indicates that W. Monte Vista needs to be completed to support development in any other Land Area within the Property (Land Areas, C – F), Owner shall construct W. Monte Vista Drive in connection with such development; and
11. Unless otherwise constructed by others, Owner shall construct the full street improvements, (the northside and southside) of W. Goodyear Way between N. 150th Drive and N. Bullard Avenue. W. Goodyear Way shall be constructed in accordance with the approved Street Cross-Section as discussed above. Unless constructed earlier or unless otherwise agreed to in a written phasing plan approved by the City Engineer or his/her designee,

W. Goodyear Way shall be constructed in connection with development within Land Area B and/or Land Area C. Unless the City Engineer or his/her designee modified the timing for the completion of W. Goodyear Way in an approved written phasing plan, no certificates of occupancy shall be issued for any structures located within Land Area B or Land Area C until W. Goodyear Way has been constructed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period. W. Goodyear Way shall be a public street and shall be constructed by Owner at Owner's sole cost, unless otherwise provided in a written development agreement. Notwithstanding the foregoing, if the Master TIA or an Updated TIA indicates that W. Goodyear Way needs to be completed to support development in any other Land Area within the Property (Land Areas, A, B, C, D, E and F), Owner shall construct W. Goodyear Way in connection with such development; and

12. Owner shall, at owner's sole cost and expense, construct a trail within an area along the southern boundary of a portion of the Property identified as Land Area F in the GSQ PAD ("Land Area F"), which is immediately north of Interstate-10 (Papago Freeway). The trail shall be constructed within a 15-foot trail easement that Owner shall convey to the City at no cost to the City. The trail easement shall be recorded prior to the approval of any site plan, final plat, or minor land division that includes any portion of Land Area F and prior to the issuance of any permits for any work within Land Area F. The trail shall be improved in accordance with the requirements of the Goodyear Parks and Recreation Master Plan; and
13. Owner shall, as determined by the City Engineer or his/her designee, either construct or pay a proportionate share of the costs of all traffic signals not currently existing ("New Traffic Signals") identified in the Master TIA or in any Updated TIA as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any New Traffic Signal 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 New Traffic Signal that will be located on the Property. If the City Engineer or his/her designee does not require Owner to construct a required New Traffic Signal, Owner shall make an in-lieu payment to the City towards the cost of the New Traffic 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 if the signal requires four arms. If the full traffic signal requires only three arms and serves only the Property, Owner is responsible for 100% of the cost of the traffic signal. If the full traffic signal requires only three arms but serves two properties, Owner is responsible for 50% of the cost of the traffic signal. The

in-lieu payment shall be calculated based on the actual cost of the New Traffic Signal if it has been constructed or, if the payment is made before the New Traffic Signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his/her designee. 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 New 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 New Traffic Signal is needed; and

14. Except as modified in the GSQ PAD, the stipulations and conditions of approval set forth herein, the approved Street Cross-Sections, the approved Supplemental Design Guidelines, and/or a development agreement approved by the Goodyear City Council, Owner shall construct, at no cost to the City, 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; and
15. Prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property, all existing above ground utilities, except for electric lines that are 69kV or larger, located within and adjacent to the Property, including but not limited to, cable and electrical utilities, shall be placed underground at no cost to the City; and
16. 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) 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; (ii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iii) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (iv) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (v) 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 has otherwise been agreed upon in a written development agreement approved by the Council, the dedications required herein shall be made when requested by the City Engineer or his/her designee; and

17. Except as modified in the GSQ PAD, the stipulations and conditions of approval set forth herein, the approved Street Cross-Sections, the approved Supplemental Design Guidelines, and/or a development agreement approved by the Goodyear City Council, the development of the Property shall comply with the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, the Maricopa County Association of Governments standards for public works construction. The development of the Property shall comply with all other applicable federal, state, and local laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and
18. No final plat shall be recorded and/or no construction permits issued until Owner has provided the City with all approvals and/or easements from jurisdictions or parties whose property interests will be impacted by the development contemplated by such final plat and/or construction permit or who will be providing utility services to the Property. If easements are required from such jurisdictions or parties easements shall be in a location approved by the City Engineer or his/her designee and shall be in a form acceptable to the City Attorney or his/her designee; and
19. If the development of the Property requires modifications to existing irrigation facilities, Owner shall coordinate with and obtain all necessary approvals from private owners or irrigation districts who have an interest in the irrigation facilities being modified; and
20. All Public Sales Reports for the Property, all final plats and minor land divisions subdividing all or part of the Property, and all rental agreements for the rental of any residential unit within the Property shall include the following disclosures:
 - a. The Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; and
 - b. The Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; and
 - c. The Property is subject to noise, cheering, paddles or bats making contact with balls, bouncing balls, splashes, fireworks and other loud noises commonly associated with recreation

- centers, parks, sports complexes, entertainment venues, concert/music venues and the like; and
- d. Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces.
 - e. The Property is within close proximity to land intended for multi-story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses;
 - f. The property owner/developer/lessor shall disclose that the Property is subject to community events, loud noises and 24-hour entertainment on adjacent public rights-of-way, open spaces, patios, rooftops and indoor/outdoor establishments.

All final plats and minor land divisions subdividing all or part of the Property shall include notes setting forth the foregoing requirements including the requirements that such disclosures be included within all rental agreements for the rental of any residential units within the Property; and

- 21. Signage shall be posted within all residential sales and rental offices identifying the location of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property.

SECTION 5. ABRIDGMENT OF OTHER LAWS

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

SECTION 6. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain document titled, "Official Supplementary Zoning Map No. 22-19," declared a public record by Resolution 2023-2278, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. CORRECTIONS

The Zoning Administrator, City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including,

but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 8. SEVERABILITY

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

SECTION 9. EFFECTIVE DATE

This Ordinance shall become effective as provided by law.

SECTION 10. PENALTIES

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

Section 1-2-3 Violations and Penalties

- A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, **building**, **structure**, sign, landscaped area, **parking lot** or fence, or to permit the use of any **lot** or land contrary to, or in violation of any provisions of this **Ordinance**, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this **Ordinance** or is unspecified and not classified by the **Zoning Administrator** is prohibited in any **district**.
- B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (**Person**). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.
- C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.
- D. Penalty. Any **Person** who violates any of the provisions of this **Ordinance** and any **amendments** there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) per offense; or
2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars (\$2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder.

SECTION 11. RECORDATION

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

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

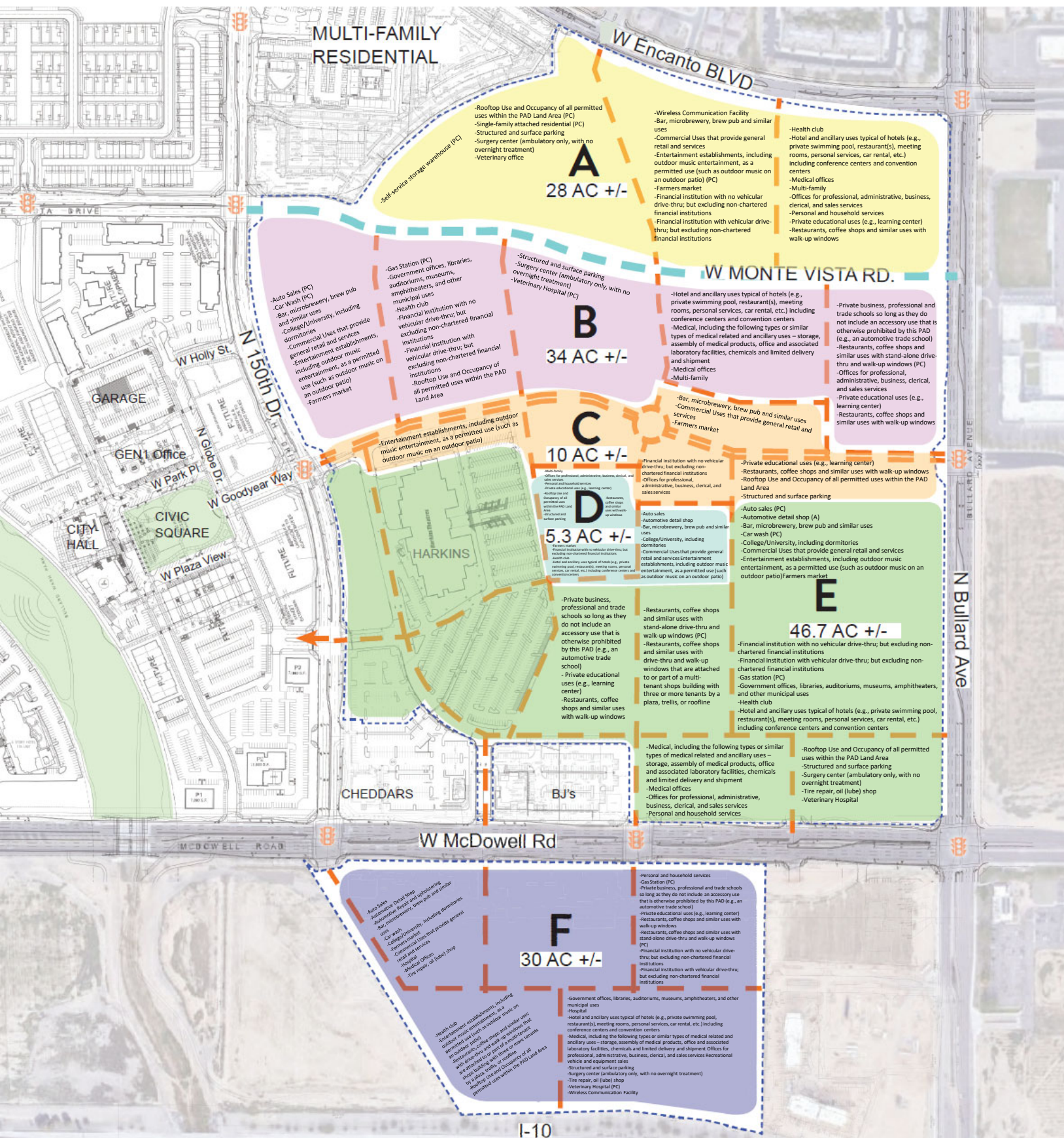
Darcie McCracken, City Clerk

Roric Massey, City Attorney



Aerial Exhibit
22-200-00019
GSQ Regional Center





Permitted and Conditionally Permitted Uses by Land Area

Disclaimer: This exhibit is for conceptual land use only and not for vehicular circulation

GSQ REGIONAL CENTER
GOODYEAR, AZ



N.T.S

*Colored zones and bold letters represent Land Areas. The location/placement of the text(s) (or description for the uses) on the map does not illustrate where the use shall or must be placed (within a Land Area), only the Land Area(s) in which the use is Permitted and Conditionally Permitted. All other regulations or restrictions can be found within the GSQ Regional Center PAD document. This document is for illustrative purposes only and is not regulatory in nature.

Parking Requirements

The Parking Requirements under the GSQ PAD have been substantially reduced. A comparison between what would be required under the Goodyear Zoning Ordinance and what the reduced requirements allow in the GSQ PAD is set forth below.

Land Use	Existing Minimum City Parking Requirements: The requirements set forth in Article 6 of the Zoning Ordinance	PAD Requested Minimum Parking Requirements: The requirements set forth in Article 6 of the Zoning Ordinance shall apply to the development of the PAD Property except as follows. The following parking ratios shall apply unless modified by an approved Mixed-Use Shared Parking Program in which case the provisions in the Mixed-Use Shared Parking Program shall apply as applicable.
Limited-Service Hotel with no dining or bar facilities	1 space per room or suite of rooms 1 10 x 75-foot space for each 25 rooms for truck trailers and recreational vehicles Meeting rooms, restaurant and drinking establishments open to the public calculated separately	0.80 space/1 room
Hotel	1 space per room or suite of rooms 1 10 x 75-foot space for each 25 rooms for truck trailers and recreational vehicles	1.0 space/1 room

	Meeting rooms, restaurant and drinking establishments open to the public calculated separately	
Residential, Multi-family and Mixed-Use	<p>Efficiencies, studios: 1 space per dwelling unit</p> <p>One bedroom: 1.5 spaces per dwelling unit</p> <p>Two or more bedrooms: 2 spaces per dwelling unit</p> <p>Townhomes: 2 spaces per dwelling unit</p> <p>Single family: 2 enclosed* spaces per dwelling unit, side-by-side or tandem (*6-3-2-C)</p> <p>Two family: 2 enclosed spaces per dwelling unit, side-by-side or tandem</p>	<p>Parking of Multi-family Residential within the Mixed-Use categories shall be in accordance with the below parking standards.</p> <p>Notwithstanding the foregoing, further-reduced per dwelling unit parking standards may be adopted subject to modifications required by city staff if such reduced standards are supported by an independent 3rd party parking consultant's data-based study, a letter of recommendation for such lower parking/dwelling unit ratios and parking related design standards as approved by the Zoning Administrator or his/her designee. In addition to the aforementioned items, the following parking standards shall apply:</p> <p>1) Covered parking may be located within an enclosed garage, carport, tuck under, canopy, or a combination thereof.</p>

		<p>2) Garaged parking may be configured as side-by-side or as tandem spaces.</p> <p>.90 space/efficiency and 1-bedroom unit</p> <p>1.4 spaces/2-bedroom unit</p> <p>1.9 spaces/3-bedroom unit</p> <p>.10 guest space per every unit</p> <p>Tandem parking, to satisfy required parking, shall require a Parking Plan; tandem spaces in excess of required parking are permitted without a Parking Plan.</p>
Restaurant	<p>1 space per 50 sq. ft. indoor dining/seating floor area</p> <p>1 space per 150 sq. ft. kitchen and employee service areas</p> <p>1 space per 150 sq. ft. of outdoor serving (patio) area</p>	<p>An isolated sit-down restaurant that is not adjacent to non-restaurant uses shall provide parking in accordance with Section 6-4-2 of the Zoning Ordinance (except the ratio for outdoor serving (patio) areas shall be 1 space per 250 sq. ft.) until such restaurant becomes adjacent to non-restaurant uses whereupon it shall provide parking in accordance with the following: 1 space/50 sq. ft. of indoor seating area only and 1 space/250</p>

		<p>sq. ft. for outdoor servicing (patio) areas.</p> <p>An isolated fast casual (counter order) in-line restaurant and/or fast food restaurant that is not adjacent to non-restaurant uses shall provide parking in accordance with Section 6-4-2 of the Zoning Ordinance (except the ratio for outdoor serving (patio) areas shall be 1 space/65 sq. ft. of indoor seating area only and 1 space/250 sq. ft. for outdoor serving (patio) areas.</p> <p>Note: Seating areas within or adjacent to any common area open spaces shall not be required to provide additional parking above what is required for indoor dining areas.</p>
General and Professional Office	1 space per 300 sq. ft. floor area	3.2 spaces/1,000 sq. ft. Tenant Leasable Building Area
Retail	1 space per 300 sq. ft. floor area	3.33 spaces/1,000 sq. ft.
Dog Park	N/A	0 spaces
Health Club	1 space per 150 sq. ft. indoor floor area, excluding courts, which require 2 spaces per court	1 Space/100 sq. ft. of indoor floor area
Medical related and ancillary uses (storage, assembly, etc. as	Assisted living facility: 0.75 spaces per unit	In accordance with Section 6-4-2.E for manufacturing,

described in the above Permitted Uses Table)	<p>Hospitals: 1 space per 400 sq. ft. indoor floor area</p> <p>Medical or dental offices and out-patient: 1 space per 150 sq. ft. indoor floor area</p> <p>Nursing home: 1 space per 400 sq. ft. indoor floor area</p>	assembly processing
Family Activity Center	1 space per 150 sq. ft. gross floor area used for recreational activities plus ancillary use requirements	4.5 spaces/1,000 sq. ft. of indoor floor area
Theater	1 space for every 3 patron seats	1 space/3.5 seats
Automotive Sales and Rental	1 space per 375 sq. ft. indoor floor area of sales and service building, but not less than 4 spaces per use. Outdoor displayed vehicles shall not occupy any required parking spaces for the use or site	1 space/375 sq. ft. indoor floor area of sales and service building
Automotive Repair and Service	1 space per 300 sq. ft. floor area, including service bays, wash tunnels and retail areas	1 space/300 sq. ft. floor area, including service bays, wash tunnels and retail areas
Veterinary Office and Veterinary Hospital	1 space per 150 sq. ft. indoor floor area	1 space/150 sq. ft.
Loading Spaces	N/A	<p>0 required except commercial buildings with more than 100,000 sq. ft. of Gross Leasable Area and multi-family developments more than 100 D/Us shall each have a minimum of one back of house service or loading dock.</p> <p>Hotels in excess of 75 keys shall provide one 10 ft. x 75 ft. space for</p>

		<p>each 75 rooms for truck trailers and RVs.</p> <p>Loading spaces may be located on and/or adjacent to residentially zoned lots.</p>
Parking Space Dimensions (Parking Garages, Surface Parking)		<p>Regular – 8.5 ft. x 18 ft.</p> <p>Compact – 8 ft. x 16 ft. (maximum of 10% of the parking spaces may be Compact)</p> <p>Parallel – 9 ft. x 22 ft.</p> <p>Diagonal – 9 ft. x 18 ft.</p> <p>*The above stall depths may be reduced by 2 ft. of vehicle overhang that is allowed on Regular and Compact parking spaces abutting curbs and landscape planters.</p> <p>**Encroachments of up to 1-ft. on one side or up to 1-ft. aggregate for two sides for structural columns are permitted into parking stalls located within parking garages.</p>
Drive Aisle Width	<p>Angle: Parallel or 0°</p> <ul style="list-style-type: none"> • Space Width: 9' • Space Depth: 9' • One Way Aisle Width: 12' • Two – Way Aisle width: 20' <p>Angle: 30°</p> <ul style="list-style-type: none"> • Space Width: 9' • Space Depth: 17'6" • One Way Aisle 	<p>Minimum One-way – 12 ft.</p> <p>Minimum Two-way – 22 ft.</p> <p>Note: If the One-Way drive aisle is a required fire lane the minimum width shall be 20 ft. (or 26 ft. if next to building over</p>

	<p>Width: 11'</p> <ul style="list-style-type: none"> Two – Way Aisle width: 20' <p>Angle: 40°</p> <ul style="list-style-type: none"> Space Width: 9' Space Depth: 19' One Way Aisle Width: 12' Two – Way Aisle width: 22' <p>Angle: 45°</p> <ul style="list-style-type: none"> Space Width: 9' Space Depth: 20' One Way Aisle Width: 13' Two – Way Aisle width: 24' <p>Angle: 50°</p> <ul style="list-style-type: none"> Space Width: 9' Space Depth: 20'6" One Way Aisle Width: 15' Two – Way Aisle width: 24' <p>Angle: 60°</p> <ul style="list-style-type: none"> Space Width: 9' Space Depth: 20'6" One Way Aisle Width: 15' Two – Way Aisle width: 24' <p>Angle: 70°</p> <ul style="list-style-type: none"> Space Width: 9' Space Depth: 21' One Way Aisle Width: 18' Two – Way Aisle width: 24' 	<p>30 ft. in height). If the one-way drive aisle is in a parking field, and is not a required fire lane, 12-ft. wide drive aisles is acceptable. The two-way drive aisle shall be 26 ft. wide if next to a building over 30 ft..</p>
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	<p>Angle: 90°</p> <ul style="list-style-type: none">• Space Width: 9'• Space Depth: 18'• One Way Aisle Width: 24'• Two – Way Aisle width: 24	
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GSQ REGIONAL CENTER

PLANNED AREA DEVELOPMENT

PROJECT NARRATIVE

A MIXED USE
PLANNED AREA DEVELOPMENT
IN GOODYEAR, ARIZONA

Case No.22-200-00019

October 2022

DEVELOPMENT TEAM

Property Owner

Globe Corporation

Contact: George Getz and Mike Olsen

6730 N. Scottsdale Road, Suite 250

Scottsdale, AZ 85253

Phone: 480-344-2903

Advisor and Possible Co-Developer

RED Development

Contact: Mike Ebert and Scott Wagner

One East Washington Street, Suite 300

Phoenix, AZ 85004

Phone: 480-947-7772

Architect

Nelsen Partners

Contact: George Melara

15210 N. Scottsdale Road, Suite 300

Scottsdale, AZ 85254

Phone: 480-949-6800

Civil Engineer

CVL Consultants

Contact: Ryan Weed and Parker Froelich

4550 N. 12th Street

Phoenix, AZ 85014

Phone: 602-264-6831

Traffic Engineer

Kimley-Horn and Associates, Inc.

Contact: Chuck Wright

7878 N. 16th Street, Suite 300

Phoenix, AZ 85028

Phone: 602-944-5500

Zoning & Entitlements

Burch & Cracchiolo, P.A.

Contact: Ed Bull, Brian Greathouse, and Ali Bull

1850 N. Central Ave., Suite 1700

Phoenix, AZ 85004

Phone: 602-274-7611

INTRODUCTION

A *Vicinity Map* is provided at **EXHIBIT 1**. The approximately 154-net acre Planned Area Development (“PAD”) is comprised of 7 parcels at the northwest corner of Bullard Ave and McDowell Rd and west of the southwest corner of Bullard Ave and McDowell Rd (the “Site”). A *PAD Boundary Plan* is provided at **EXHIBIT 2**. The Site is bordered on the north by residential properties (single family homes north of Encanto Blvd and multi-family developments on the northwest portion of the Site and south of Encanto Blvd), on the west by Goodyear Civic Square (Goodyear City Hall, Civic Square and offices, vacant commercial development), the Interstate-10 freeway on the south and a school, hotels, and multi-family residential to the east. A *Parcel Boundary and Context Map* is provided at **EXHIBIT 3**. The intent of this PAD is to allow the development of a mixed-use development that includes a combination of office, commercial, retail, entertainment, hospitality, residential, automotive, and other complementary land uses creating an inviting live, work, shop, and play environment.

This PAD shall function as the Site’s development standards framework and identifies the uses, standards, regulations and design palette for the Site.

DEVELOPMENT PLAN

The Site is divided into six Land Areas (Land Areas “A”, “B”, “C”, “D”, “E”, and “F”). A *Conceptual Land Area Plan* is provided at **EXHIBIT 4**¹. Each Land Area will have a distinct character and permitted uses. Land Area A will be Mixed Use with Residential and Commercial uses. Additionally, Area A will primarily act as a transition between the adjacent residential to the north and the denser commercial and mixed-use to the south. Areas B and D will be Mixed Use with Commercial and Residential and will have a higher mix and intensities of uses. Land Area C will be a central area of the PAD with vibrant Open Space/Mixed Use. Land Area E will be primarily Retail. Land Area F will be Commercial and Automotive uses.

¹ The final size and dimensions of the illustrative Land Areas may be fine-tuned through the Site Plan review and development processes.

A *Conceptual Open Space and Circulation Plan* is provided at **EXHIBIT 5**. The *Conceptual Open Space and Circulation Plan* shows some (but not all) of the various land uses, open spaces, and pedestrian circulation routes that are allowed within the Site and are conceptual only. The land uses will include: (1) Mixed Use; (2) Open Space/Mixed Use; (3) Retail; and (4) Commercial and Automotive.

LAND USES

The intent of the PAD is to permit types of uses that encourage pedestrian activity to create a vibrant mixed-use center where residents and visitors can live, work, shop, and play.

SITE LAYOUT

The following design principles shall be implemented on future development plans:

- All uses shall integrate with adjacent streets, open spaces and neighboring uses.
- Integration shall mean the provision of enhanced and appropriate design elements that promote pedestrian connectivity, human interaction, and ADA accessibility while seeking to limit the dominance of automobiles. The design elements shall encompass landscape, hardscape, ADA facilities and wayfinding.
- Because of the unique shape and layout of the Site and possibility for multiple frontages, the placement of buildings and parking lots, along with any necessary tools to treat the edges of parking lots, will be determined and further detailed in the comprehensive streetscape package.

STREETS AND CONNECTIVITY

This development is different and unique. The City is committed to finding the appropriate street design that strikes a balance between streetscape aesthetics, pedestrian and bicyclists, vehicles, public safety and delivery of public services. The Site will include a diverse mix of various public and private streets. An *Illustrative Vehicular Circulation Plan* is provided at **EXHIBIT 6**. Periphery streets designed to access the Site shall be treated with sidewalks, landscaping

and lighting consistent with adjacent development frontages and generally consistent with City standards, except as required to create a unique pedestrian experience on this Site consistent with the intent of this PAD. Internal streets, both public and private, should promote, where appropriate, a more intimate scale of pedestrian-level activity by reducing widths while responding to specific vehicular traffic needs. Building setbacks shall be measured from the public street right of way. Traffic speeds should be slowed, encouraging safe and inviting pedestrian flows and crossings at designated locations. Street-side parking should be encouraged, where appropriate. Canopy trees should be located adjacent to the streets in a landscape strip and spaced to promote both shade to pedestrians on the detached sidewalks and visual definition to the street corridors. Themed street lighting should be coordinated with the landscaping, periodic benches and trash receptacles that further promote an active streetscape.

The PAD is intended to provide connectivity for pedestrians and bicyclists, as well as vehicles. The development shall provide pedestrian and bike paths facilitating north-south and east-west connectivity. A Primary Pedestrian Corridor and parallel bike path will connect to Goodyear Way and Civic Square to the west of the Site. See **Exhibit 5, Illustrative Conceptual Land Use Plan**. A pedestrian path will also connect the northern portion of the development to the southern portion located south of McDowell Rd. These design elements will be further described in Supplemental Design Guidelines.

SCREENING, FENCING AND WALLS

Outdoor storage, trash enclosures and mechanical equipment must be screened by walls and/or landscaping that complement adjacent building design. They should also be located in areas not visible from public or private right-of-way, when possible. If they are seen from the street, physical design enhancements should limit the visual impact.

No perimeter screening, fencing, or walls are required, except parking areas with parking stalls facing the street located adjacent to McDowell Road, 150th Drive, Monte Vista Road, Encanto Boulevard and Bullard Avenue shall be screened with walls, landscaping and/or berms. Open view fences are

encouraged to be used, except solid fences/walls may be used for appropriate screening, safety, and security reasons.

Multi-family development should interface with the street and not be contained within traditional garden style walled off settings.

PARKING

As provided in Section E (Parking of the PAD).

LIGHTING

Exterior lighting shall comply with Article 10 of the Zoning Ordinance, except as provided herein. The Site will use thematic lighting to create an Entertainment District in the PAD. As such, Land Areas C-F and the areas of Land Area B facing south shall be designated Lighting Zone 4. The areas of Land Area B facing north shall be designated Lighting Zone 3. Land Area A shall be designated Lighting Zone 2.

Both street and pedestrian level lighting shall provide fixtures scaled appropriately to specific locations while providing adequate lighting levels for security and wayfinding. Fixtures shall be consistent in character and complementary to adjacent building design and landscape palettes. Emphasis should be placed on creating more intimate lighting distribution patterns that enhance the pedestrian experience along streetscapes and internal walkways. Further details of the lighting shall be approved in Supplemental Design Guidelines.

SIGNAGE

This Site will be a unique development within the City that requires unique and appropriate sign regulations. Developer shall submit a Comprehensive Sign Plan to the City that is appropriate for the proposed land uses and pedestrian environment that is encouraged on the Site. In order to create an Entertainment District in the PAD, elements of the Comprehensive Sign Plan may exceed those permitted by the Zoning Ordinance with respect to height, sign area, location, intensity, illumination, electronic messaging, animation, advertising, etc. Authorized users within the PAD may be identified on any sign within the PAD. Freeway pylon signs in accordance with Comprehensive Sign Plan may be

provided along the I-10 frontage of Land Area F. Off premise signs (a/k/a billboards), video boards, and roof-mounted signs are permitted within Land Areas B, C, D, E, and F. Signs on the perimeter of the PAD displaying off premise third party advertising shall only face inward to the PAD.

The existing theater facility (Harkins) may provide movie-related artistic advertising material (may be electronic) along the theater's Goodyear Way frontage such as established above and in conformance with Supplemental Design Guidelines.

LANDSCAPING

A landscape palette of materials shall be developed that reinforces the desired pedestrian activity and complements the building architecture while remaining sensitive to the desert environment. Prior to commencement of development, a comprehensive streetscape package establishing the design theme for the streets, including cross sections, landscaping, site lighting, street furniture, bicycle racks, trash receptacles, and more will be approved by the City of Goodyear Development Services Director or designee.

ARCHITECTURE AND BUILDING FORM

Building design should be in general conformance with the City's Design Guidelines unless modified by The PAD and subject to minor deviations to ensure compliance with the intent of this mixed-use development. Detailed guidelines shall be provided in Supplemental Design Guidelines.

The PAD is intended to be a form-based code. Therefore, with respect to the building form, the exterior building facades shall follow the general framework described below:

1. Structures should exhibit design continuity and contain exterior materials that exhibit quality and durability.
2. Visible side and rear building facades that are visible from a street, drive aisle, or pedestrian-oriented common area should have an appropriate level of design and finish compatible with the front façade.

3. Monotonous building elevations should be avoided, building accents should be expressed through differing materials or architectural detailing.
4. Multiple buildings on the same site should respect architectural styles, materials, forms, features, colors and other elements from the same area that promote compatibility and encourage quality and creative design. These could include: continuation of distinctive rooflines, covered walkway alignments, complimentary detailing and finish, accent features on visible sides of structures, compatible shapes, material, wall and landscaping treatment.

MATERIALS PALETTE

Materials shall reflect the quality and character of the design described above. Illustrative Examples of the Materials Palette is provided at ***Exhibit 7***. The illustrative examples are intended to demonstrate quality and to communicate the vision for this PAD. The illustrative examples are not regulatory. The permitted materials and colors shall be provided in greater detail in Supplemental Design Guidelines. Corporate colors, brand identity and materials may be used as accents so long as the end result is high quality architecture with appropriate and harmonious ties to the overall architecture of the Site.

REZONING CRITERIA

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

The City of Goodyear's General Plan Land Use Map designates the Site as Business & Commerce with Village Center and Transit Oriented Development Overlays over portions of the Site. There is adequate infrastructure surrounding the Site to serve the needs for future mixed-use development. The diverse mix of uses will meet market demand and create a vibrant place for residents and visitors to live, work, shop, and play.

Further, as is generally illustrated on the attached exhibits, this proposed mixed-use development PAD is consistent with numerous applicable goals, objectives and policies of the City's General Plan, such as:

1. Community Vision: Create a highly desirable and sustainable place for all to live, work, visit, and play.
2. Community Vision Strategy 1: Create attractive places and diverse destinations.
3. Community Vision Strategy 2: Develop a physically and socially connected community.
4. Community Vision Strategy 5: Advance economic opportunity.
5. Community Vision Strategy 9: Foster a sustainable economy and community.
6. Community Goals – Physical Growth and Development – 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.
 - a. 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.
 - b. Objective CC-5-3: Create an appropriate jobs-to-housing ratio within the community to provide new opportunities to residents and increase sales tax revenue.
 - c. Objective CC-5-4: Enhance and expand retail and entertainment districts to create quality shopping, dining, and entertainment experiences.
 - i. Policy "b": Encourage the development of entertainment and recreational uses at Village Center sites.
7. 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.
 - a. Objective GD-2-5: Enhance, protect, and build-upon Goodyear's unique identity and character.

8. Community Goals – Community and Cultural Development – Goal CC-2: A diverse stock of high quality housing that meets the needs of all residents.
 - a. Objective CC-2-1: Provide diverse and quality housing products.
9. Community Goals – Community and Cultural Development – Goal CC-4: A trail and path network, including street lane marking and signage, that encourages active transport by ensuring safe and convenient opportunities for bicycling and walking.
10. Community Goals – Economic Development – Goal ED-1: A resilient and diversified economy.
 - a. Objective ED-1-1: Encourage development to attract businesses to Goodyear that offer good wages and benefits and positively contribute to the community and economy.
 - b. Objective ED-1-3: Create a built-environment that fosters economic development.
11. Community Goals – Economic Development – Goal ED-5: A destination for tourism in the region and beyond.
 - a. Objective ED-5-1: Establish Goodyear as a unique destination
 - i. Policy “a”: Establish Goodyear as:
 - a destination for regional shopping,
 - a destination for higher education,
 - a destination for active outdoor activities,
 - a destination for family-oriented entertainment,
 - the hub of arts and culture in the West Valley.
 - b. Suitability of the subject property’s physical and natural features for the uses permitted under the proposed zoning district.**

This vacant Site is adequately sized (154 +/- net acres) and relatively flat, which makes it suitable for various uses, including residential, commercial, retail, office, hospitality, automotive, etc. The Site has access to arterial streets that are appropriately sized and designed to carry the traffic generated by the proposed mixed-use development and is readily accessible to I-10. Furthermore, the Site will incorporate various pedestrian paths and connections to nearby amenities, including Bullard Wash.

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

The mixed-uses on the Site are compatible with the surrounding community. The PAD will be thoughtfully planned with the most intense uses being more centralized in a vibrant Entertainment District and the residential uses isolated to the northern portion of the PAD closer to the area's existing residential developments. The retail and commercial uses will provide convenient access to various services and amenities for those who live and work in the area. Moreover, the PAD will be pedestrian friendly and offer routes to Bullard Wash Park. The PAD will not have a negative impact on the surrounding streets because they were designed with an intense mall use in mind. The more balanced mixed-use development will not generate more traffic than the previously planned mall. The surrounding properties, community in general, and property values will benefit from the engaging live, work, shop, and play environment that will be created by the PAD.

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

The PAD is consistent and compatible with other land uses in the area. The Site is located within what is akin to a village core and adjacent to the Goodyear Civic Square. The PAD is located within close proximity to transportation and existing and future residential developments that will enjoy the shopping, dining, entertainment, and recreational opportunities provided by the PAD.

- 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.**

Market demand for the uses permitted in the PAD should be strong.

- 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.**

There are existing public infrastructure and facilities available to the Site. We do not anticipate significant additional infrastructure required for the Site. The PAD will interact with the following public streets:

- Encanto Boulevard
- 150th Drive
- Monte Vista Drive
- McDowell Road
- Goodyear Way
- Bullard Avenue

We also anticipate the addition of a loop-type public (or private) street in Land Area F with connections to McDowell Road. There will also be a number of private drives within the PAD. The developer will retain the right to maintain all public streets and related landscaping within the PAD.

Column A	Column B	Column C	Column D
School Type	No. of Res. Units	Student Ratio	No. of Students
Elementary School (K-8) Litchfield Elementary School District #79	2,400	0.30 Students/Unit	720
High School (9-12) Agua Fria Union High School	2,400	0.19 Students/Unit	456
Total	Up to 2,400 total units		1,176

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

The Site is located near existing public services. We do not anticipate any adverse fiscal impacts resulting from development of this Site.

h. General public's concerns.

A Neighborhood Open House was held on October 18, 2022. While most of the attendees did not express concerns about the development, a small number expressed concern about the residential uses. They believe Goodyear already has adequate housing and are concerned about the traffic generated by the residential uses.

i. Whether the amendment promotes orderly growth and development.

Yes. The PAD is consistent with the City's General Plan, compatible with the surrounding area, and promotes orderly growth and development in a village center. The PAD will allow development on the Site that will become a positive asset to the area and Goodyear overall.

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.

The mixed-use development on the Site will have a positive impact on the general health, safety, and welfare of the citizens of the City and the general public by providing a safe and well-designed mix of commercial, employment entertainment, hospitality, and residential uses within a pedestrian friendly environment that will provide numerous economic development benefits to the Community.

CONCLUSION

The PAD is consistent with the City's PAD Zoning District's intent to accommodate, encourage and promote developments with innovative design involving residential and nonresidential land uses, which together form an attractive, harmonious development in the community. The PAD includes

development standards, design guidelines and form-based zoning principles to create the framework for an innovative mixed-use development. This development is intended to be a vibrant area where residents and visitors can live, work, shop, and play within an inviting environment.



GSQ Regional Center Planned Area Development Rezone

City Council Meeting
February 27, 2023

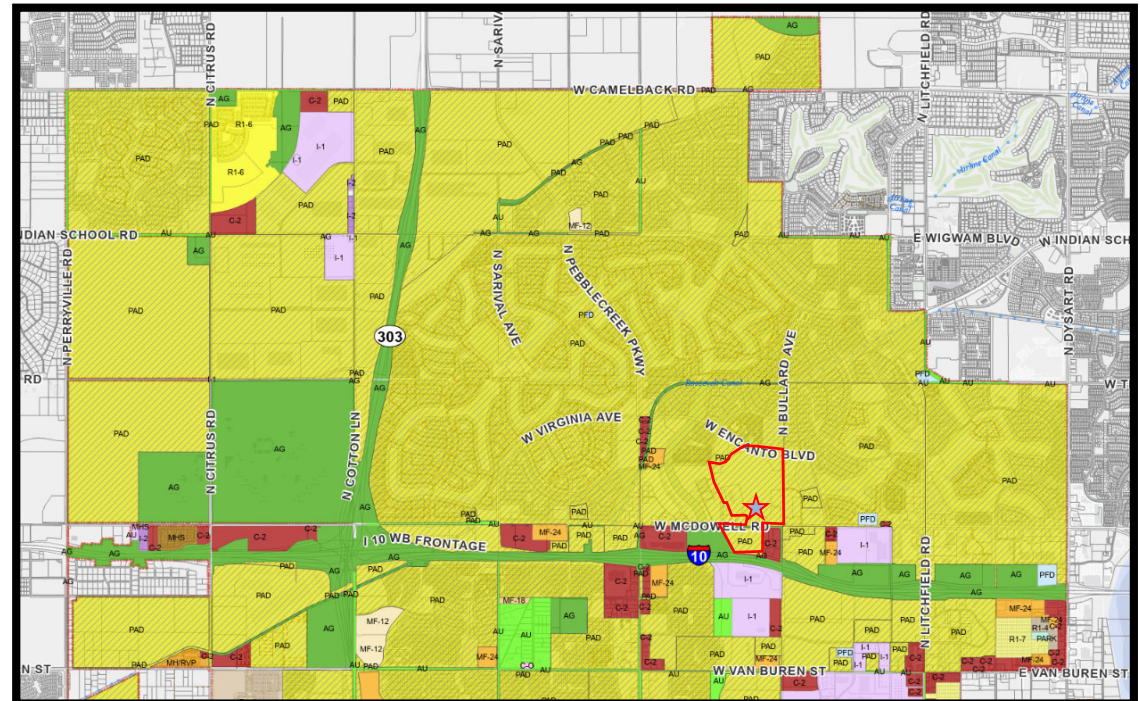


Location



NORTH GOODYEAR

- ESTRELLA FALLS
 - West of Bullard Avenue along McDowell
 - 152-acres
 - Zoned PAD as a part of Goodyear Planned Regional Center



Specific Location



ZOOMED IN

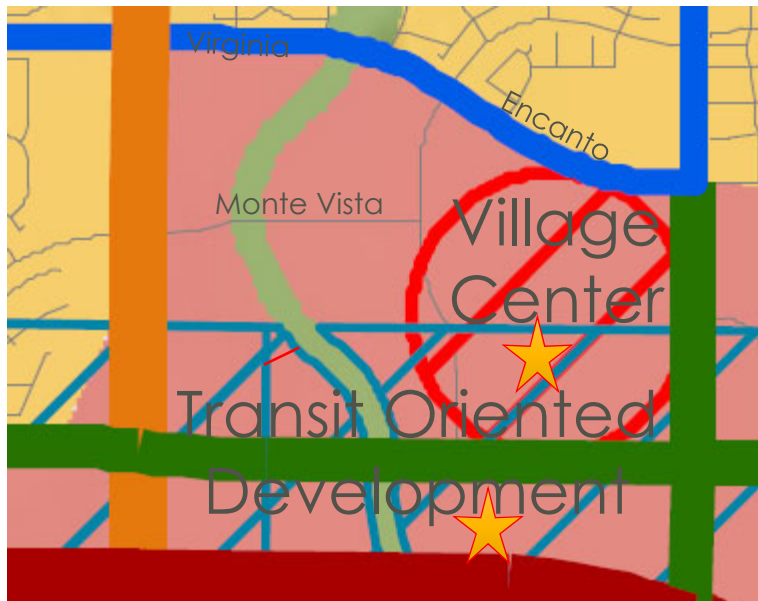
- West of Bullard Avenue along McDowell Road
 - North
 - Rio Paseo and future Alta Goodyear
 - South
 - Interstate-10 and retail future QT
 - East
 - Palm Valley and School
 - West
 - Civic Square at Estrella Falls and Bullard Wash



General Plan



BUSINESS AND COMMERCE

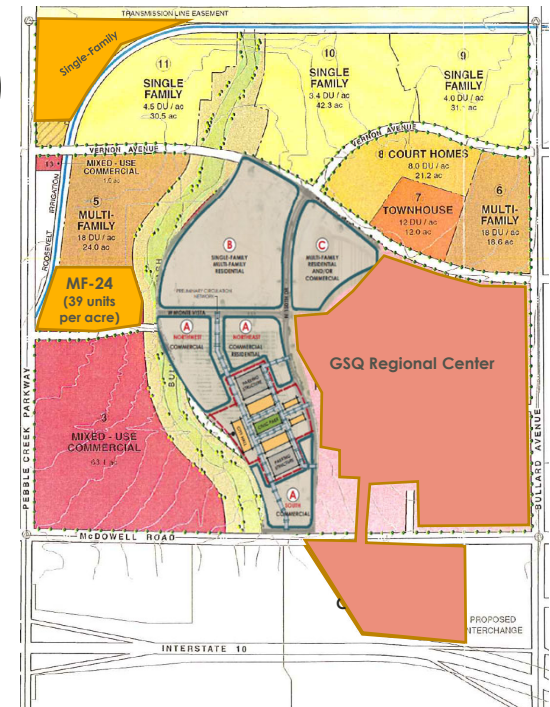


Zoning History



GOODYEAR PLANNED REGIONAL CENTER (GPRC)

- 2000 - GPRC Zoned (Rio Paseo and Estrella Falls)
- 2001/2006/2017 - Amendments
- 2019 - Civic Square at Estrella Falls Rezoned
- 2020 - District at Civic Square Rezoned
- Request today for portion of Regional Center Site

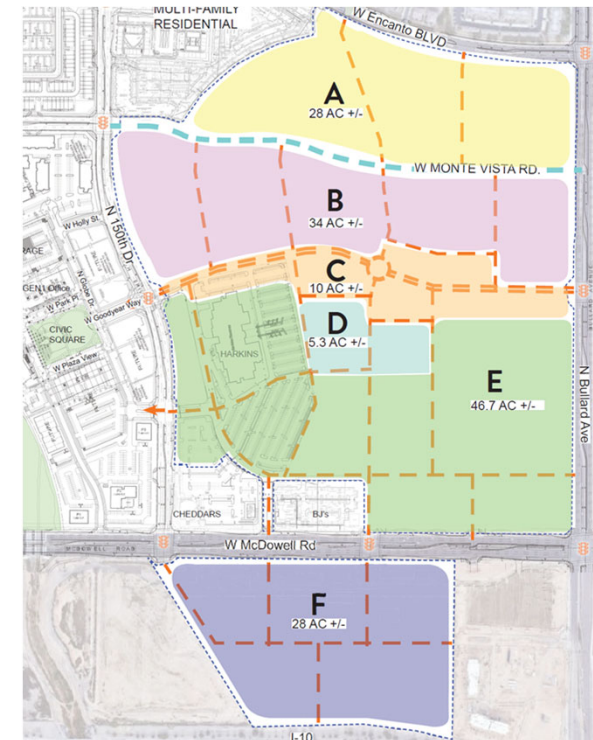


Proposal



GSQ REGIONAL PAD

- Six Land Use Areas (Land Area A-Land Area F)
- Development Standards
 - Height
 - Density
 - Setbacks
 - Open Space
 - Building Coverage
 - Parking
- Design Standards

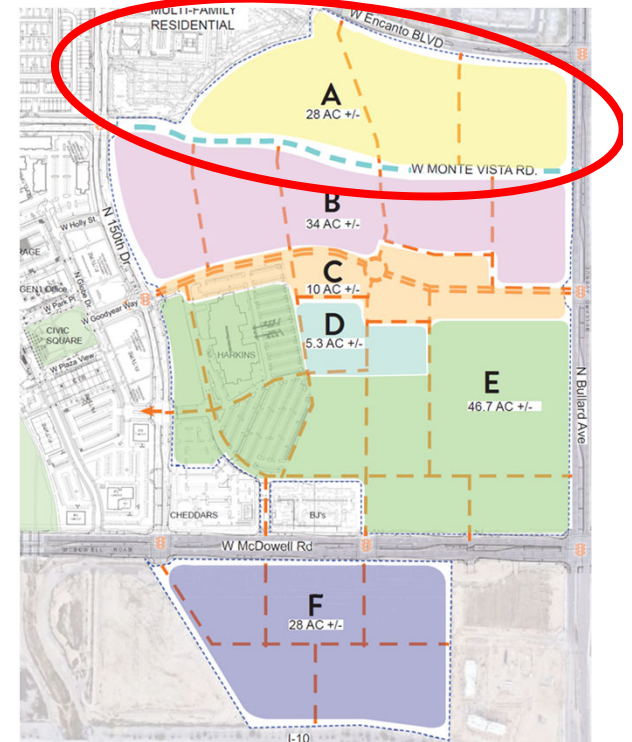


Land Uses



LAND AREA A

- Land Area A

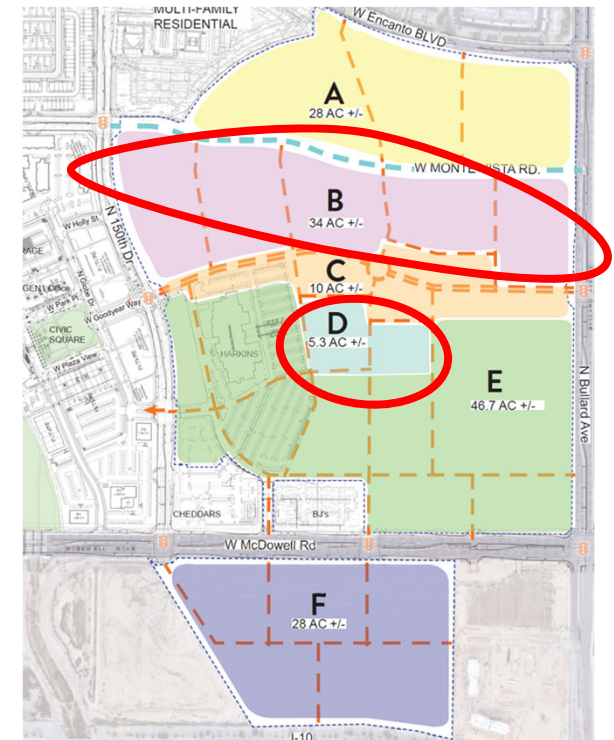


Land Uses

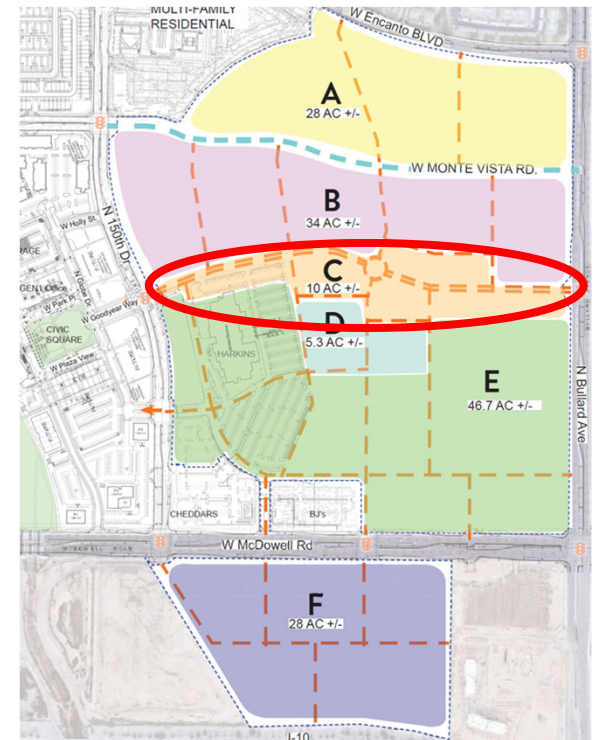


LAND AREA B AND D

- Land Area A
- Land Area B
- —
- Land Area D



- Land Area A
- Land Area B
- Land Area C
- Land Area D

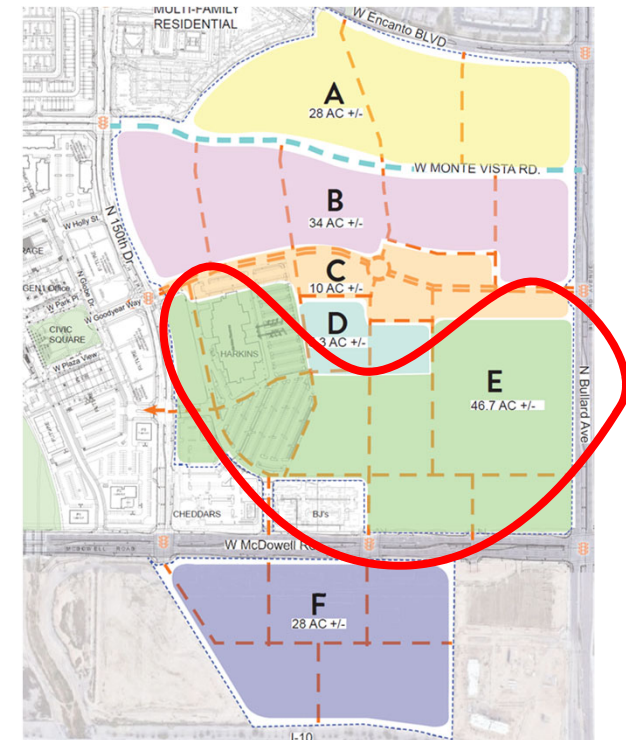


Land Uses



LAND AREA E

- Land Area A
- Land Area B
- Land Area C
- Land Area D
- Land Area E

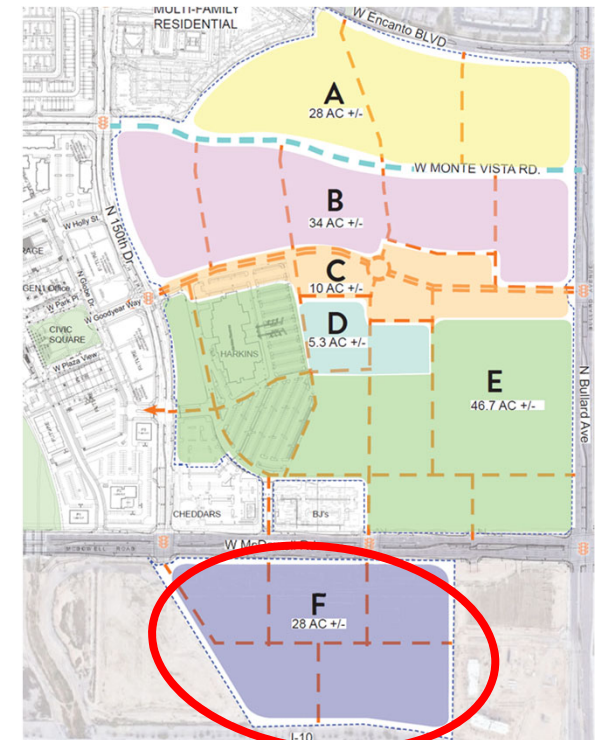


Land Uses



LAND AREA F

- Land Area A
- Land Area B
- Land Area C
- Land Area D
- Land Area E
- Land Area F

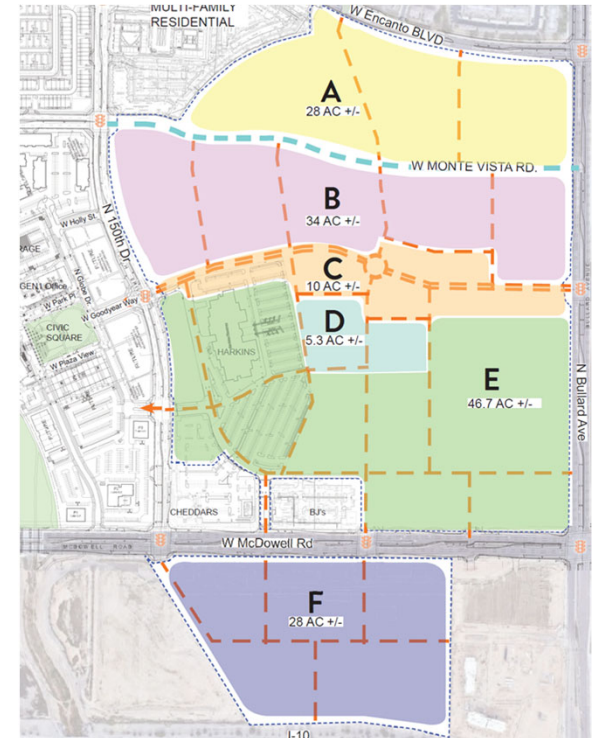


Development Standards



PAD REQUIREMENTS

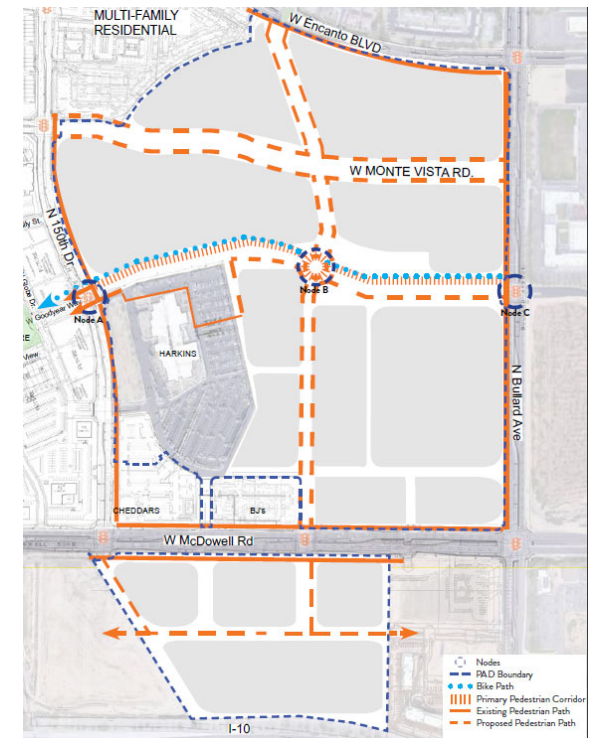
- Height
- Density
- Setbacks
- Open Space
- Building Coverage
- Parking



Design Standards



SUPPLEMENTAL DESIGN GUIDELINES

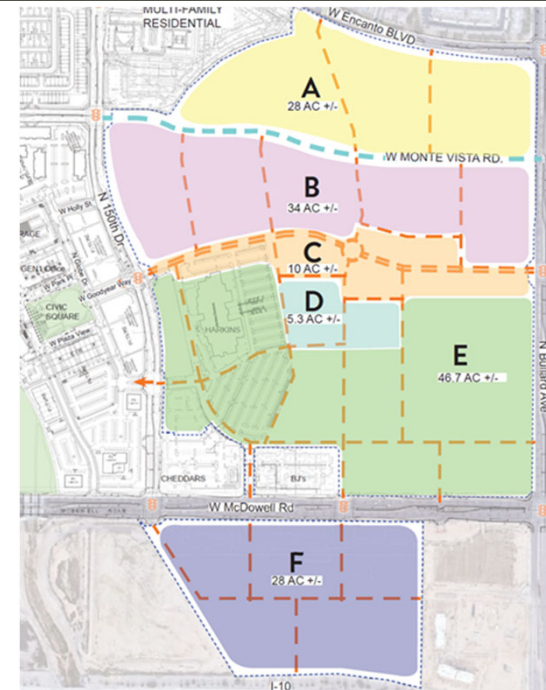


Recommendation



APPROVE SUBJECT TO STIPULATIONS

- Planning and Zoning Commission
- Approve PAD:
 - Subject to Stipulations







GSQ Regional Center

City Council Public Hearing
February 27, 2023

Globe Corporation
RED Development

Planned Area Development (“PAD”)

Appreciate Staff’s Recommendation for Approval

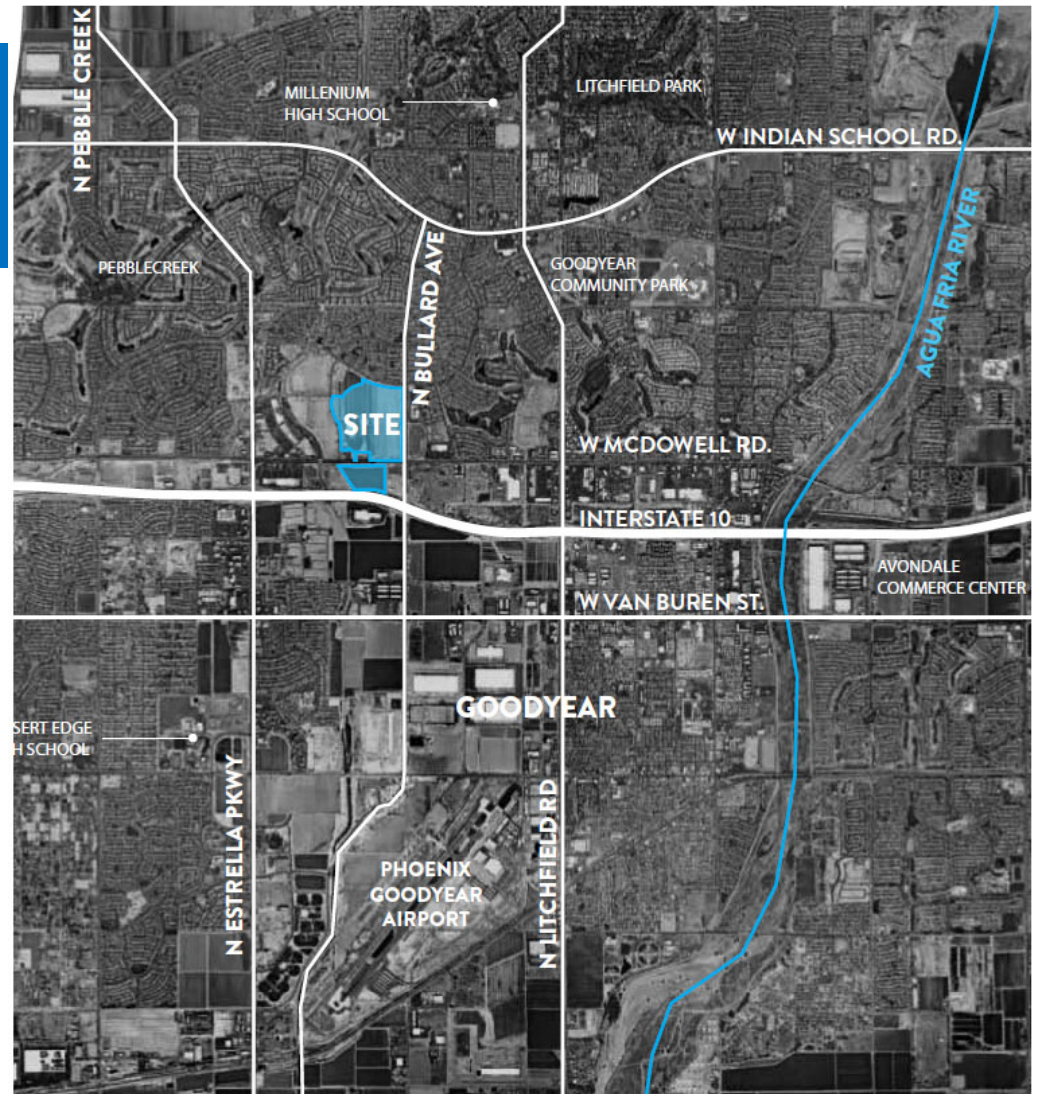
Appreciate Planning & Zoning Commission’s
Discussion

Request City Council Approval

Bullard Ave and McDowell Road

Adjacent to I-10

Adjacent to GSQ
Goodyear Civic Square



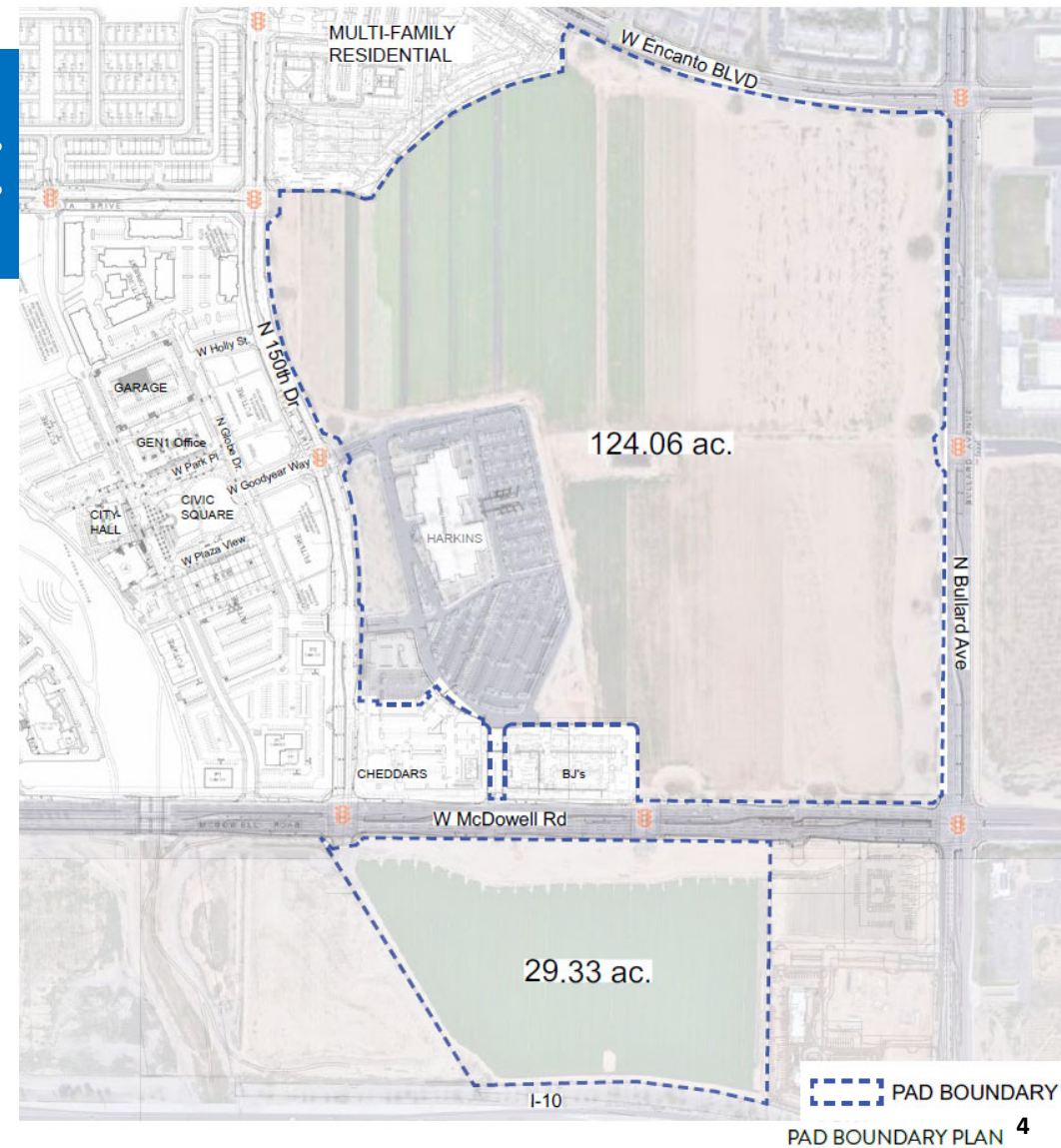
VICINITY MAP

Proposed Development

Planned Area Development (PAD)

153+ acres

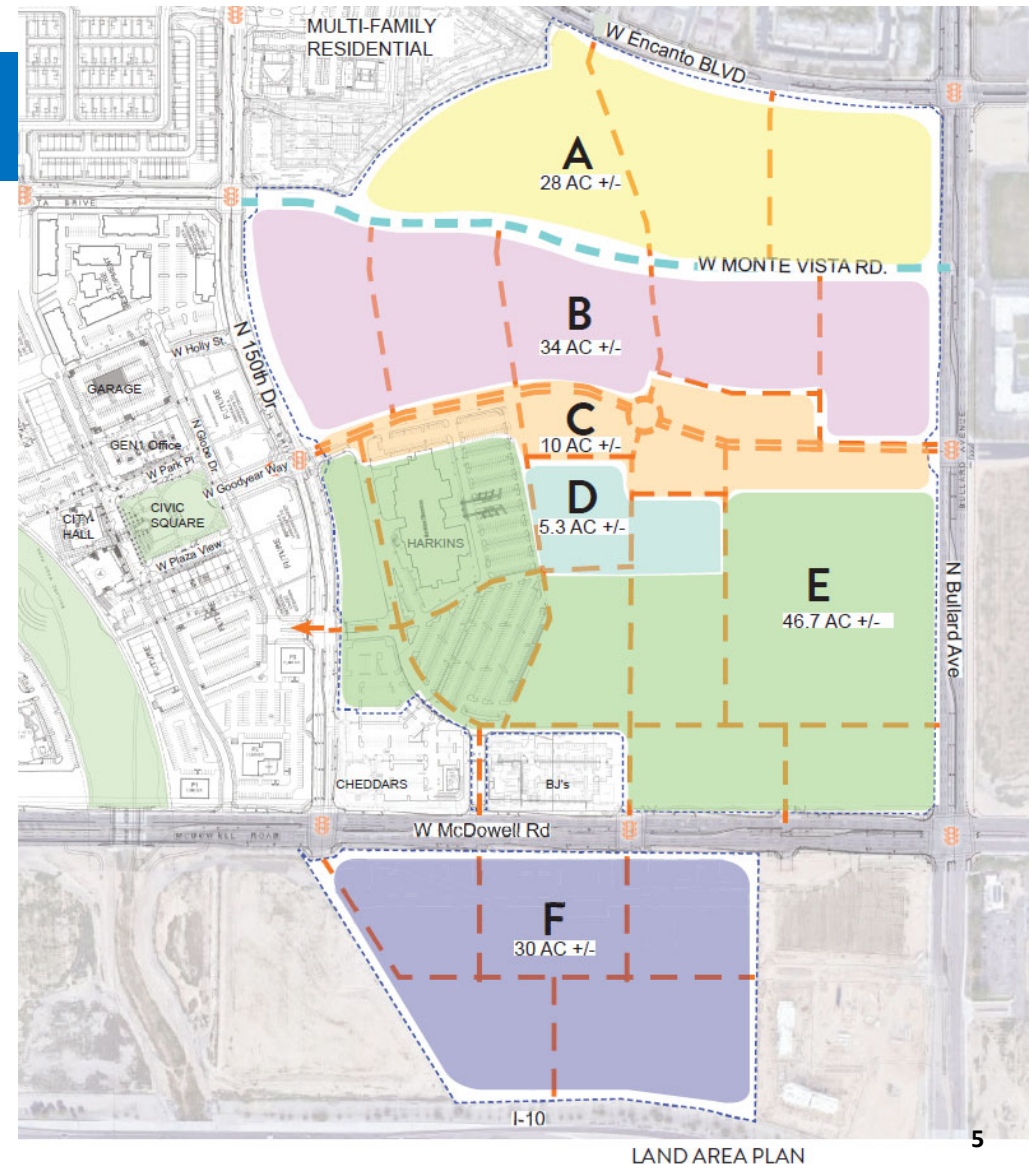
- 124+ acres north of McDowell Rd
- 29+ acres south of McDowell Rd



Proposed Development

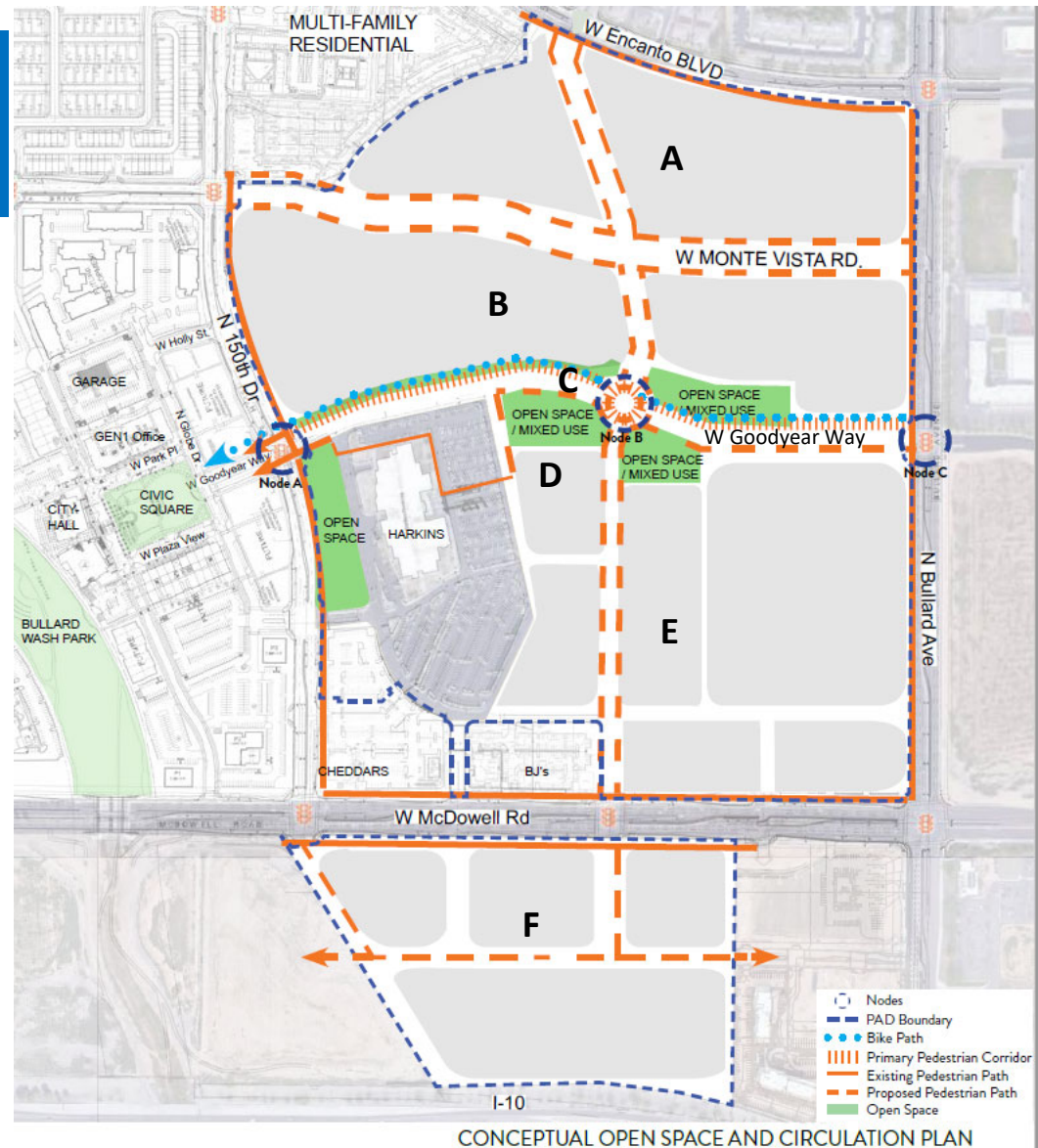
Innovative and Activated Mixed Use
Anticipated Uses Include:

- Land Area A = residential and commercial
- Land Area B = commercial, residential, and hotel/conference center
- Land Area C = retail, entertainment, and open space
- Land Area D = more intense commercial, residential, entertainment, and hotel
- Land Area E = retail and entertainment
- Land Area F = commercial and automotive



Multi-Modal and Pedestrian Friendly

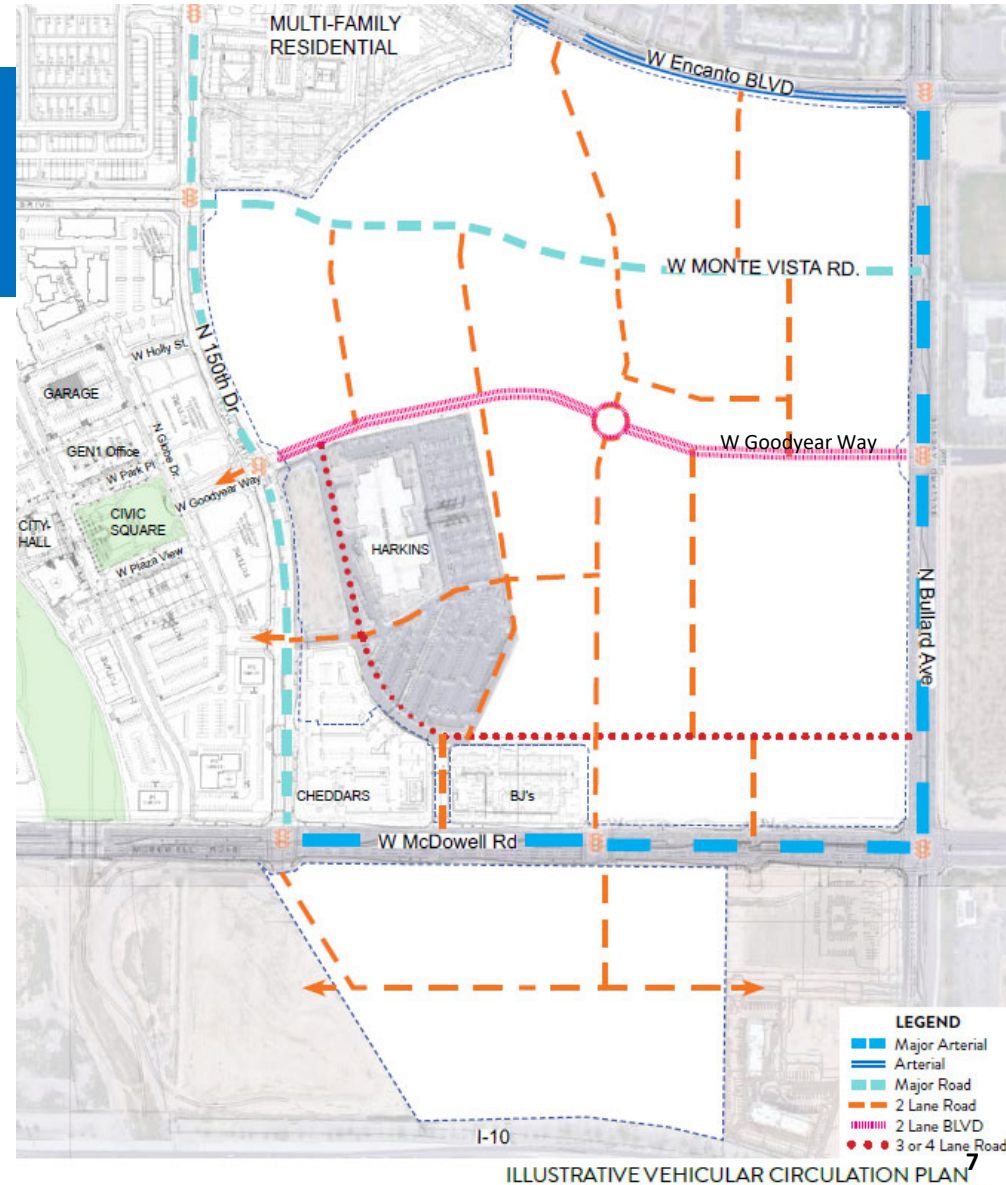
- Primary Pedestrian Corridor
- Bike Path
- Public art opportunities provided at 3 nodes
- Uses designed to engage pedestrians and activate the area
- Pedestrian connection from Harkins Movie Theater to Land Areas C and D
- Innovative and activated place for residents and visitors to live, work, shop, and play



Safe and Efficient Vehicular Circulation

Development will include public streets and private drives of varying sizes

Vehicular connections throughout the development and to Bullard Avenue, McDowell Road, 150th Drive, and Encanto Boulevard



Information & Outreach

- Notice of Neighborhood Meeting sent to 120 neighbors and interested parties
 - Included contact information for Burch & Cracchiolo and City Staff
- Sign Posting on the Site
 - Included contact information
- October 18, 2022 – Neighborhood Meeting (27 attendees)
- February 15, 2023 – Planning & Zoning Commission Hearing
- February 27, 2023 – City Council Hearing

Conclusion

- Exciting mixed use development
- Viable use for currently vacant and underutilized Site
- Pedestrian-friendly, vibrant and welcoming
- Great place to live, work, shop, and play
- Appreciate Staff's Recommendation and request your Recommendation of Approval



Illustrative Examples of Retail Design

- Retail will include variety and color within the framework of building storefronts
- Tenants will be encouraged to create dynamic storefronts that interact with the streetscape
- Canopies and signage integration will help create a welcoming experience

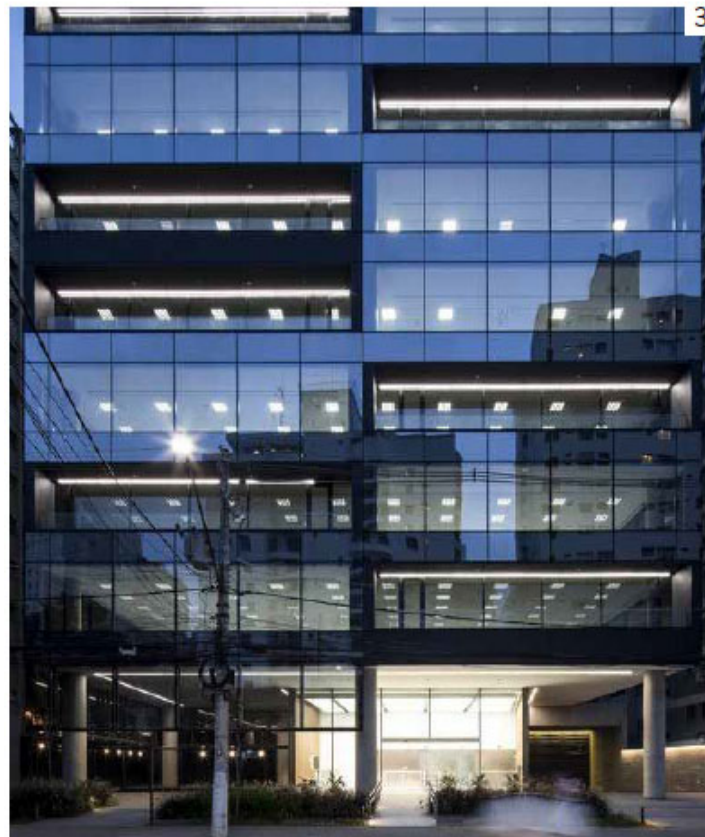
10



RETAIL

Illustrative Examples of Office Design

- Offices will allow for differentiation of the ground level from the office levels above
- Office design will incorporate proportion, size of openings, and/or change in material



Illustrative Examples of Hotel Design

- Hotels will incorporate design elements unique to individual brands
- Clean, modern aesthetics



Illustrative Examples of Residential Design

- Clean modern design palate of brick, stone, stucco, metals and glass
- Building facades will be broken up both vertically and horizontally to minimize the apparent bulk and building mass
- Retail/amenities may be integrated



ITEM #: 7.
DATE: 02/27/2023
AI #:1313



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH
RG LAND PARTNERS, LLC**

STAFF PRESENTER(S): Roric Massey, City Attorney

SUMMARY

Approval of this Fifth Amendment (the "Amendment") document will provide reimbursements to the developer for certain public infrastructure improvements related to the development of the GSQ Regional Center.

RECOMMENDATION

Approve and authorize the City Manager to execute the Fifth Amendment to the Development Agreement with RG Land Partners, LLC. (Roric Massey, City Attorney)

FISCAL IMPACT

This Amendment restructures the financial incentives and reimbursements from the original 2006 Development Agreement. Under the terms of this Amendment, the City will reimburse the Developer for the costs of certain public infrastructure improvements to support the development of the GSQ Regional Center. It is estimated the City will directly reimburse up to \$15 million of infrastructure costs, and an additional \$15 million of infrastructure costs, plus certain interest payments of up to \$5 million through sales tax reimbursements. Additionally, should the Developer attract a preferred upscale retailer, entertainment user, or special grocer to the site, \$1.7 million in permit and development fees the previous developer had prepaid toward the project, will be reinstated for use in the development of the GSQ Regional Center.

BACKGROUND AND PREVIOUS ACTIONS

The City of Goodyear and Westcor/Goodyear LLC (the "Developer"), first entered into the Development Agreement effective September 1, 2006, to provide for the planning and development of certain regional commercial and mixed-use development generally located northwest of McDowell Road and Bullard Avenue.

The Developer and the City formed the McDowell Road Corridor Improvement District and the Developer then constructed approximately \$43 million in roadway, infrastructure, and park improvements to Bullard Wash Park, to support the regional center and surrounding commercial development. The Developer then constructed the Market at Estrella Falls power center generally located at the intersection of McDowell Road and Pebble Creek Parkway.

The Great Recession delayed the construction of the planned regional mall and on December

14, 2009, the City and Macerich/Westcor entered into the First Amendment to the Development Agreement to extend the time frames to meet certain milestones in the project development due to ongoing economic conditions.

The Second Amendment to the Development Agreement was entered into by the parties on November 17, 2014, to redefine project milestones and provide for Phase I and Phase II Improvements for the project. The developer subsequently constructed the existing Harkins Theatre and developed a restaurant pad site for Cheddar's Restaurant. The Second Amendment required that the Phase II improvements be completed no later than December 31, 2021, in order for certain incentives to remain in place.

In 2021, Globe Land Investors, LLC ("Globe"), purchased the approximately 150-acre regional center site from Macerich and assumed all rights and obligations under the original Development Agreement and its Amendments.

The Third Amendment was entered into in December 2021 and extended the time frame for the completion of certain improvements on the property until December 31, 2022, for both Globe and the City to engage in a comprehensive planning process to re-evaluate the development of the site. The parties are currently finalizing the amended planned area development re-zoning of the property and a major amendment to the development agreement for the site, but although close to finalizing both, will not complete the PAD or development agreement amendment by December 31, 2022.

The Fourth Amendment was entered into on December 12, 2022 and extended the deadline for the completion of the Phase II Improvement until February 28, 2023.

This Fifth Amendment recognizes that due to changes in the retail marketplace since the time the original 2006 Agreement was entered, the original agreements as to public participation and investment in this regional retail and mixed-use development no longer best utilize incentive tools toward the development of the project. This Fifth Amendment shifts the dated development model of the original 2006 Agreement to a new partnership that utilized public investment into the necessary public infrastructure needed to support a regional project of this nature.

Under the terms of the proposed Fifth Amendment, the City will directly reimburse RG Land Partners LLC for the first \$15 million of public infrastructure (including roadways, utilities, drainage, right-of-way at its appraised value, and landscaping), constructed to support the Regional Center. While there is flexibility in the phasing of infrastructure in the Agreement generally, the developer is required to begin construction of Goodyear Way no later than April 1, 2024, which will be the first significant construction project on the site. Following the construction expenditure of the first \$15 million, the developer will receive an additional \$15 million toward the cost of infrastructure reimbursed from 50% of sales taxes generated on the project at the conclusion of the current sales tax reimbursements from the original Agreement. The reimbursement will fund the cost of the public infrastructure constructed through the McDowell Road Improvement District which generally consisted of the Bullard Wash improvements, and street and traffic signal improvements to McDowell Road, Pebble Creek Parkway and Bullard Avenue. Additionally, 50% of construction sales taxes generated on the project from non-residential construction (residential construction integrated with commercial shall be eligible for reimbursement) shall also be applied to the infrastructure reimbursement to RG Land Partners.

The Fifth Amendment further contains a waiver of 50% of the permit and plan review fees through December 31, 2027 as further incentive for early development of the regional center.

Additionally, should the Developer attract a preferred upscale retailer, entertainment user, or specialty grocer of at least 30,000 square feet to the site, \$1.7 million in permit and development fees that the previous developer had prepaid toward the project will be reinstated for use in the development of the GSQ Regional Center.

While the Amendment still has an expiration date of December 31, 2055, which is consistent with the original expiration date of the Development Agreement, the Amendment stipulates that all sales tax and other reimbursements as outlined in the Amendment will expire 25 years after the effective date of the Amendment.

STAFF ANALYSIS

The amended Planned Area Development re-zoning of the property and a major amendment to the development agreement for the site are being presented at the same Council Meeting as this Amended Development Agreement and the PAD more specifically calls out the design and land use planning related to the Regional Center.

City staff has evaluated the proposed PAD and the economic benefits the development of the proposed Regional Center will afford and recommends the approval of the Fifth Amendment as it will provide necessary financial support toward the construction of significant public infrastructure needed to develop the dense commercial and retail development at the high-level quality detailed in the PAD.

Attachments

Agreement

When recorded, return to:

City of Goodyear,
Arizona Office of the
City Clerk 190 North
Litchfield Rd.
Goodyear, Arizona
85338

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Fifth Amendment to Development Agreement (this "Amendment") is made to be effective as of _____, 2023 (the "Fifth Amendment Effective Date"), between the City of Goodyear, an Arizona municipal corporation ("City") and RG Land Partners, LLC, a Delaware limited liability company ("RGLP"). Each of City and RGLP may be referred to in this Amendment as a "Party," or collectively as the "Parties."

1. Recitals. As background to this Amendment, the Parties state, recite and acknowledge the following recitals, each of which is fully incorporated into this Amendment as a material term:

A. City previously entered into a Development Agreement with RGLP's predecessor as the party named in that agreement as "Developer." The Development Agreement was dated to be effective as of September 1, 2006, and was recorded in the Official Records of Maricopa County, Arizona (the "Official Records") on September 13, 2006, in Recording No. 2006-1215606 (the "2006 Development Agreement").

B. That 2006 Development Agreement has been amended four times:

(i) by a First Amendment to Development Agreement dated December 14, 2009, which was recorded in the Official Records on December 14, 2009, in Recording No. 2009-1143945 (the "First Amendment"); and

(ii) by a Second Amendment to Development Agreement dated November 17, 2014, which was recorded in the Official Records on November 20, 2014, in Recording No. 2014-0769834 (the "Second Amendment");

(iii) by a Third Amendment to Development Agreement dated December 10, 2021, which was recorded in the Official Records on December 10, 2021, in Recording No. 20211312308 (the "Third Amendment"); and

(iv) by a Fourth Amendment to Development Agreement dated December 12, 2022, which was recorded in the Official Records on December 14, 2022 in Recording No. 2022-890069 (the "Fourth Amendment").

C. The 2006 Development Agreement, as amended, will be referred to in this Amendment as the "Development Agreement."

D. In accordance and compliance with Section 14.2.3 of the Development Agreement, and by the terms of an "Assignment and Assumption of Development Agreement" dated June 29, 2021, which was recorded in the Official Records on June 30, 2021, in Recording No. 20210720083, Globe Land Investors, LLC, a Delaware limited liability company ("Globe"), as the named Assignee, expressly and unconditionally succeeded to all of its predecessor's right, title and interest in and to the Development Agreement as "Developer" named in the Development Agreement (the "Original Developer").

E. In accordance and compliance with Section 14.2.3 of the Development Agreement, and by the terms of an "Assignment and Assumption of Development Agreement" dated _____, 2023, which was recorded in the Official Records on _____, 2023, in Recording No. 2023-_____, RGLP (as an Affiliate of Globe) has expressly and unconditionally succeeded to all of Globe's right, title and interest in and to the Development Agreement as "Developer" named in the Development Agreement, and has assumed, and has agreed to be bound by, all of its predecessor's rights and obligations as "Developer" contained in the Development Agreement that first arise from and after the date of the assignment and RGLP's assumption. All references in the Development Agreement and this Amendment to "Developer," shall mean RG Land Partners, LLC, a Delaware limited liability company.

F. The world has changed monumentally since 2006, when a regional retail shopping mall within the City, with its appurtenant resources and related amenities, was a reasonable, comfortable and logical project well within the reach and expectation of an expanding urban community. But soon thereafter, and with a shocking unpredictability, the world confronted what has been commonly referred to as the Great Recession, in which development not only sputtered, but halted; and the frantic growth of on-line retailing – coupled with these recessive macroeconomic economic forces, including massive unemployment and the collapse of major financial institutions – transformed what seemed to be smooth roadway to significant economic growth and development for the City, into a stalled opportunity. The world sat back, took a deep breath, and slowly began to reassess and rebuild. Then, as the economy seemed to be recovering, came the pandemic – another unforeseen and unanticipated calamity -- which further eroded hopes, challenged physical growth, and called for a new vision of how people and institutions could successfully interact. Throughout, however, the City has kept its focus on the eventual development of the Property while remaining nimble in terms of its evolution and redefinition.

G. RGLP is a new company, but its principals and affiliates are neither new nor strangers to solid economic performance in this metropolitan area – and particularly during the

challenging times of the past decade and a half. They have functioned, prospered and grown during the recession and the pandemic, have seen the opportunities offered by the Property, have embraced its challenges, have committed to the community by their economic investment in the acquisition of the land, and now offer the City a re-imagined project that the City believes can fulfill the dreams and expectations that it envisioned earlier.

H. The Project, as presently proposed by Developer, includes and requires significantly more public infrastructure than would have been needed for the original regional shopping center, and costs of materials, labor and shipping have increased during the past sixteen years. In recognition of the value to the City from this additional level of Public Improvements to be designed and constructed by Developer, it is necessary for the City to re-evaluate its commitment to the Project and offer reasonable dollar-for-dollar reimbursement to the Developer for its actual expenditures.

H. Accordingly, and in view of (i) the assignment and assumption of the Development Agreement to RGLP, and the proven performance of RGLP's Affiliates both within the City and in the larger metropolitan community; (ii) subsequent changes in planning and zoning affecting the Property; (iii) the re-design of the Project and the increased and improved public infrastructure that will benefit the City; (iv) upheavals in the practice, logistics, conduct and economics of retail sales since the original date of execution of the Development Agreement in 2006, and (v) the revitalization and fresh, new vision of development of the Property proposed by Developer, the Parties now wish to amend the Development Agreement as set forth in this Amendment.

2. Agreement. For Ten Dollars, the exchange of promises contained in this Amendment, and other valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties now amend the Development Agreement as more fully set forth in this Amendment.

3. Developer. City acknowledges the assignment of the Development Agreement to, and its assumption by, RGLP; and City recognizes RGLP as Developer in the Development Agreement for all purposes; provided, however, the City and RGLP acknowledge the continuation of certain reimbursement obligations to Original Developer with respect to the Developer ID Obligations.

4. Recitals. The Recitals in the Development Agreement are superseded to the extent that they are inconsistent with this Amendment.

5. Exhibits. Exhibit B to the Development Agreement is withdrawn and replaced in its entirety with Exhibit B attached to this Amendment. All of the other Exhibits to the Development Agreement are confirmed and ratified.

6. Deleted Definitions. The following definitions are deleted in their entirety:

- A. Section 1(d) – “Anchor Retail Store” and “Anchor Retail Stores.”
 - B. Section 1(w) – “Design Guidelines.”
 - C. Section 1(rr) – “Minimum Retail Improvements.”
 - D. Section 1(eee) – “Regional Shopping Center.”
 - E. Section 1(fff) – “Regional Shopping Center Opening.”
 - F. Section 1(mmm) – “Retail Area.”
7. Revised Definitions. The following definitions are revised and amended:
- A. Section 1(q) is deleted in its entirety and is replaced with the following:

“**Commencement of Construction**” means both (i) the obtaining of a building, excavation, grading or similar permit by Developer for the construction of any portion of the Private Improvements, the Public Roadway Improvements or any Phase of the Additional Developer Public Improvements, and (ii) the actual commencement of physical construction operations on the Property in a manner necessary to achieve Completion of Construction of the applicable improvements. Notwithstanding the foregoing or anything in this Agreement to the contrary, Developer may phase all construction activities within the Project (including but not limited to the construction of any Additional Developer Public Improvements) as Developer deems appropriate in its commercial discretion (each, a “**Phase**”).

- B. Section 1(r) is deleted in its entirety and is replaced with the following:

“**Completion of Construction**” means the date on which (i) for the Private Improvements, that one or more temporary or final certificates of occupancy have been issued by the City for the Private Improvements, and that the Private Improvements are open for business to the public; and (ii) for the Developer Public Improvements, the Public Roadway Improvements, or any Phase of the Additional Developer Public Improvements, acceptance by the City Council or appropriate administrative staff member of the City of the completed Developer Public Improvements or Phase of the Additional Developer Public Improvements for maintenance in accordance with the policies, standards and specifications contained in applicable City ordinances, which acceptance shall not be unreasonably withheld, conditioned or delayed, other than in a manner uniformly applied to similar properties within the City.

- C. Section 1(yy) is deleted in its entirety and is replaced with the following:

“**Private Improvements**” means all improvements constructed by or on behalf of Developer that constitute part of the Project and are not Developer Public Improvements, Public Roadway Improvements or Additional Developer Public Improvements.

B. Section 1(aaa) is deleted in its entirety and is replaced with the following:

“**Project**” means the proposed mixed-use development of the Property that may incorporate all or any portion of the following: shopping and other retail uses; hotel, motel restaurant, bar and other hospitality uses; office uses; automobile sales, leasing and related facilities; amusement areas including theatres and arenas; recreational, park and open areas; residential development, including single-family, townhome and condominium, stand-alone multi-family, multi-family above retail or office, live-work units and high-density residential; and all other uses related, appurtenant or ancillary to the foregoing.

C. Section 1(ooo) is deleted in its entirety and is replaced with the following:

“**Sales Taxes**” means, for the purposes of this Agreement, that portion of the City’s transaction privilege taxes which are not transaction privilege tax rate increments approved by a majority of the City’s voters for specific uses (*e.g.*, mountain preserve) and which are imposed on retail sales (including but not limited to automobile and motor vehicle sales and resales, service and repair, leasing and other related activities), amusements, admissions, exhibitions, restaurants, bars, hotels and related hospitality activities, and related activities (all as described in and contemplated by Section 8.1 of this Agreement) under the Tax Code of the City of Goodyear, as the same are imposed and in effect as of the Effective Date; provided that, for the purposes of this Agreement, the rates of such Sales Taxes shall never be less than the Sales Tax rates imposed and in effect as of the Effective Date, notwithstanding any decreases in the City’s transaction privilege tax rate, changes in the unallocated portion of the City’s transaction privilege taxes, or for any other reason whatsoever; and the Parties agree and acknowledge that the applicable Sales Tax rates imposed and in effect as of the Effective Date, are as follows:

Retail (general)	2%
Retail (single item in excess of \$5,000)	1.2%
Hotel/Motel	2%
Transient Lodging (additional tax)	2.5%
Amusements (including but not limited to movie tickets)	2%

For the purposes of this Agreement, Construction Sales Taxes are not included within “Sales Taxes” for the purposes of Section 8 of this Agreement, but may be separately referenced in Section 8 for the purposes of calculating Tax Rebates.

In the event the City no longer collects a transaction privilege tax or collects such transaction privilege tax at a rate below the rate (or rates) on the Effective Date (by way of illustration, and not of limitation, because of a change in the City’s tax structure), unless such cessation or reduction in the City’s transaction privilege tax is the result of the enactment by the State of Arizona of restrictions on the City’s imposition and/or collection of transaction privilege taxes, Sales Taxes

(and Construction Sales Taxes) shall be deemed collected and shall be paid by the City to the extent necessary to produce a reimbursement to Developer as though transaction privilege taxes on retail sales or related activities (as described in and contemplated by Section 8.1 of this Agreement) continued to be assessed and collected in the same manner and amount as on the Effective Date.

8. New Definitions. The following definitions are added to and included in the Development Agreement:

A. A new Section 1(xxx) is added as follows:

“Additional Developer Public Improvements” means Developer Public Improvements, in addition to those Developer Public Improvements previously constructed by Original Developer prior to the Fifth Amendment Effective Date, that are constructed in accordance with the requirements of this Agreement from and after January 1, 2023.

B. A new Section 1(yyy) is added as follows:

“Additional Reimbursement Amount” means as defined in Section 6.2.

C. A new Section 1(zzz) is added as follows:

“Construction Sales Taxes” mean sales or similar taxes collected with respect to construction, contracting, and the sales and leasing of materials and equipment used in construction and contracting.

D. A new Section 1(aaaa) is added as follows:

“Construction Tax Rebates” means as defined in Section 8.1.

E. A new Section 1(bbbb) is added as follows:

“Cost of Financing” means as defined in Section in Section 6.2(c).

F. A new Section 1(cccc) is added as follows:

“Public Procurement Laws” means as defined in Section 6.1(e).

G. A new Section 1(dddd) is added as follows:

“Public Roadway Improvements” means all improvements (e.g., public roadway, utility, drainage and landscape) required in connection with the completion of construction of public roadway improvements connecting West Monte Vista Road and West Goodyear Way to North Bullard Avenue.

H. A new Section 1(eeee) is added as follows:

“Public Health Event” means any one or more of the following, but only if declared by an applicable governmental authority: epidemics; pandemics; plagues; viral, bacterial or infectious disease outbreaks; public health crises; national health or medical emergencies; governmental restrictions on the provision of goods or services or on citizen liberties, including travel, movement, gathering or other activities, in each case arising in connection with any of the foregoing, and including, but not limited to, governmentally mandated closure, quarantine, “stay-at-home”, “shelter-in-place” or similar orders or restrictions; or workforce shortages or disruptions of material and/or supply chains resulting from any of the foregoing.

I. A new Section 1(cccc) is added as follows:

“Public Roadway Reimbursable Costs” means as defined in Section 6.1(a).

J. A new Section 1(dddd) is added as follows:

“Public Improvement Reimbursable Costs” means as defined in Section 6.2(b).

K. A new Section 1(eeee) is added as follows:

“Tax Rebates” means as defined in Section 8.1.

K. A new Section 14.25 is added as follows:

14.25 No Boycott of Israel. Developer certifies pursuant to A.R.S. §35-393.01 that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of Israel.

9. Further Amendments. The Development Agreement is further amended as follows:

A. Section 3.1(a) [“Design Guidelines”] is deleted in its entirety and is replaced as follows:

(a) [Reserved]

B. Section 3.1(c) is deleted in its entirety and is replaced with the following:

(c) Approval Process. The process for the submittal, review and approval of (i) the Conceptual Land Use Plan, (ii) the Site Plans, and (iii) the Project's design elements, including without limitation building materials, colors, architectural plans, landscaping, enhanced paving plans, irrigation, lighting, pedestrian linkages, signage and the character of the Project, shall utilize the process(es) specified in the conditions of the PAD or other zoning approval for the Property. Absent specification in the PAD or other zoning approval for the Property, the City's ordinary submittal, review and approval processes then in effect shall apply, unless

expedited as provided elsewhere in this Agreement. Subject to Section 3.1(b) and Section 7 and to Applicable Laws, the City and Developer will cooperate reasonably in processing the approval or issuance of any permits, plans, specifications, plats or other development approvals requested by Developer in connection with development of the Project.

C. Section 3.2(a) is deleted in its entirety and is replaced with the following:

(a) Applicable Laws. For the purposes of this Agreement, the term “**Applicable Laws**” means the federal, state, county and local laws (statutory and common law) ordinances, rules, regulations, permit requirements, and other requirements and official policies of the City which apply to the development of the Property as of the Effective Date. The Parties acknowledge and agree that the anticipated development of the Property will likely occur over a period of years. Until December 31, 2055 (the “**Restricted Period**”), no City moratorium, or future ordinance, resolution or other land use rule or regulation imposing a limitation to the rate, timing or sequencing of the development of the Property and affecting the Property or any portion thereof shall apply to or govern the development of the Property, whether such ordinance, rule or regulation affects subdivision plats, building permits, occupancy permits, or other entitlements to use the Property issued or granted by the City, it being further agreed that during the Restricted Period:

D. Section 3.2(a)(ii) is deleted in its entirety and is replaced with the following:

(ii) through and including December 31, 2027, and provided that Developer is not in default of any term or condition of this Agreement, but only with respect to non-residential components of the Project constructed from and after the Fifth Amendment Effective Date, City will waive fifty percent (50%) of all current City building permit, plan review, inspection and similar fees, other than impact fees (“**City Building Permit Fees**”) in effect on the date that the building or other permit is applied for or issued, or plans are submitted, as provided in the applicable ordinance(s) as the triggering event for payment of all such City Building Permit Fees.

E. Section 3.3(e) is deleted in its entirety.

Section 3.5 [“Globe Retained Property”] is deleted in its entirety.

F. Section 4.1 [“Minimum Retail Improvements”] is deleted in its entirety and is replaced with the following:

4.1 [Reserved]

G. Section 4.2 [“Commencement of Construction”] is deleted in its entirety and is replaced with the following:

4.2 [Reserved]

H. Section 4.3 is deleted in its entirety and is replaced with the following:

4.3 Completion of Construction. Developer agrees that Completion of Construction of the Private Improvements and of the final Phase of any Additional Developer Public Improvements shall occur no later than December 31, 2055, subject to Enforced Delay. The City and Developer shall confirm in writing to the City the date of the Completion of Construction when the same becomes known.

I. Section 4.5 [“Quality of Private Improvements”] is deleted in its entirety and is replaced with the following:

4.5 Quality of Private Improvements. The Private Improvements shall be constructed in such a manner as to be reasonably comparable in quality to mixed-use projects in the metropolitan Phoenix area, such as Kierland Commons, P83, Norterra and Main Street at Verrado.

J. Section 6 [“Additional Municipal Benefits”] is deleted in its entirety and is replaced with the following:

6. Reimbursement for Public Roadway Improvements and Additional Developer Public Improvements. In addition to the reimbursements provided to Developer in Section 8 of this Agreement, City will reimburse Developer for the Public Roadway Improvements and Additional Developer Public Improvements as follows:

6.1 Public Roadway Improvements. In addition to the reimbursements provided to Developer in Section 8 of this Agreement, at any time that Developer is not in default of any term or condition of this Agreement, City will reimburse Developer directly for its actual Public Roadway Reimbursable Costs as Developer submits draw requests to City not more frequently than once per month, up to a total reimbursement of Fifteen Million and no/100 Dollars (\$15,000,000.00) for such Public Roadway Reimbursable Costs.

(a) For the purposes of this Agreement, **“Public Roadway Reimbursable Costs”** means all verifiable costs which are actually incurred by Developer in connection with Developer’s design, governmental review, construction, installation and inspection of the Public Roadway Improvements and for public access, which costs shall include, but are not limited to: actual “hard” costs of construction together with costs for or associated with excavation, demolition and site work (including the removal of existing buildings, structures and utilities); engineers and other consultants (including design professionals); all plan review and application fees of all applicable governmental authorities; construction permits and other required permits; project bonding and insurance; third-party construction management, coordination, inspection and supervision; project bidding;); environmental reports, title reports, traffic reports, and other reports, studies and investigations specifically related to the Public Roadway Improvements for which reimbursement is sought; and the fair market value of real property and real property interests granted, conveyed or dedicated to the City (including exclusive or non-exclusive public access easements and public utility easements required for public utilities,

but shall not include reimbursement for any private or non-City owned utilities or any dedications required by the City for non-public development projects).

(b) For purposes of this Agreement, the "fair market value" of the real property and real property interests conveyed by Developer to the City shall be determined by computing the fair market value of the applicable real property or real property interest, as of the date such computation is made, assuming, for purposes of such valuation, that the real property or applicable real property interest is vacant land, unencumbered by this Agreement, and is being marketed for the then highest and best use of said real property interest permitted under the Zoning (including any approved PAD for such real property or real property interest) for said real property or real property interest. Within thirty (30) days of the commencement of construction by Developer of any Public Roadway Improvements or Additional Developer Public Improvements that will involve the granting, conveyance or dedication of real property or a real property interest to the City, the Parties shall mutually appoint an appraiser to determine the fair market value of said real property or real property interest. If the Parties are unable to mutually agree on an appraiser within said thirty (30) day period, then the Parties shall each appoint one (1) appraiser to prepare an appraisal of the applicable real property or real property interest in accordance with the provisions of this Section 6.1(b), whose appraisals shall be completed within thirty (30) days of the Parties' appointment of the appraisers. Provided there is no greater than a ten percent (10%) difference between the fair market values as estimated by the two appraisals, the fair market value of the real property or real property interest in question shall be the average of the two appraisals. In the event the two appraisals differ by more than ten percent (10%) in their estimates of the fair market value, the two appraisers chosen by the Parties shall then designate a third appraiser, who shall be commissioned to prepare a third appraisal of the fair market value of the applicable real property or real property interest, which appraisal shall be completed within thirty (30) days of the date the third appraiser is chosen. The fair market value of the applicable real property or real property interest shall then be the average of the value as estimated by the third appraisal and the value as estimated by whichever of the first two appraisals estimates a value closer to the value estimated by the third appraisal. All appraisers appointed pursuant to this Section 6.1(b) shall (i) be by profession an MAI appraiser, (ii) have no ongoing relationship with Developer or the City, (iii) be licensed as an appraiser by the State of Arizona and (iv) have been active over the five (5) year period ending on the date of such appointment in the appraisal of similar properties in the Phoenix, Arizona, metropolitan area. The cost of appraisers and the appraisal proceedings shall be borne as follows: each Party shall pay the cost of its own appraiser and, if applicable, shall share equally in the cost of any mutually approved appraiser or the third appraiser (if required).

(c) Reimbursements will be paid by the City to Developer within thirty (30) days of Developer's submission of its draw requests to City, including receipts for payment of Public Roadway Reimbursable Costs. Payment by the City of Developer's Public Roadway Reimbursable Costs is in addition (and unrelated) to the City's obligation to make Tax Rebates pursuant to Article 8 of this Agreement. In order to qualify for reimbursement pursuant to this Section 6(A), Developer must (a) cause Commencement of Construction of that portion of the Public Roadway Improvements comprising Goodyear Way to occur on or before April 1, 2024, and (b) cause Completion of Construction of the Public Roadway Improvements comprising Goodyear Way to occur on or before April 1, 2025.

(d) Developer shall construct the Public Roadway Improvements in accordance with the Supplemental Design Guidelines therefor approved by the City. Developer will be solely responsible at its own expense to secure all necessary licenses, permits and approvals required in connection with construction of the Public Roadway Improvements. The City will use its best efforts to promptly review and approve of any plans and specifications for the Public Roadway Improvements, and its acceptance of the Public Roadway Improvements upon completion by Developer shall not be unreasonably withheld, conditioned or delayed.

(e) All Public Roadway Improvements for which Developer seeks reimbursement under this Agreement must be procured by Developer using a public procurement process and shall comply with any applicable advertisement, notification and bonding provisions of A.R.S. §§ 34-101, *et seq.*, and the City's procurement code, to the extent applicable (the "**Public Procurement Laws**").

(f) The City acknowledges that Developer may elect to construct and dedicate the Public Roadway Improvements in phases, as reasonably determined by Developer. When any phase of the Public Roadway Improvements is completed, then upon written request of the City or Developer, Developer shall dedicate to the City, and the City shall accept such phase of the Public Roadway Improvements in accordance with the Applicable Laws and upon such reasonable and customary conditions as the City may impose upon comparable dedications, including without limitation, a two (2) year contractor's warranty for workmanship and materials.

6.2. Additional Developer Public Improvements. In addition to (i) the reimbursement for the Public Roadway Improvements described in Section 6.1 above and (ii) the City ID Payment Obligation which City is obligated to pay to Original Developer, City now agrees to reimburse Developer in accordance with Section 8 of this Agreement, (x) Developer's Public Improvement Reimbursable Costs, up to a maximum reimbursement of Fifteen Million and no/100 Dollars (\$15,000,000.00) (the "**Additional Reimbursement Amount**"), and (y) Developer's Cost of Financing incurred with respect to such Additional Developer Public Improvements, provided that the Additional Developer Public Improvements are constructed in accordance with the provisions of Section 5.1 of this Agreement.

(a) Prior to commencement of construction of any Additional Developer Public Improvements, Developer must submit to the City information (in form and detail as reasonably requested by the City) about the cost and type of the Additional Developer Public Improvements and obtain written approval from the City, not to be unreasonably withheld, conditioned or delayed. The City's approval under this Section 6.2(a) is separate from any regulatory approvals that Developer must obtain in connection with the construction of the Additional Developer Public Improvements.

(b) For the purposes of this Agreement, "**Public Improvement Reimbursable Costs**" means all verifiable costs which are actually incurred by Developer in connection with Developer's design, governmental review, construction, installation and inspection of the Additional Developer Public Improvements and for public access, which

costs shall include, but are not limited to: actual “hard” costs of construction together with costs for or associated with excavation, demolition and site work (including the removal of existing buildings, structures and utilities); engineers and other consultants (including design professionals); all plan review and application fees of all applicable governmental authorities; construction permits and other required permits; project bonding and insurance; third-party construction management, coordination, inspection and supervision; project bidding;); environmental reports, title reports, traffic reports, and other reports, studies and investigations specifically related to the Additional Developer Public Improvements for which reimbursement is sought; and the fair market value of real property and real property interests granted, conveyed or dedicated to the City in connection with the Additional Developer Public Improvements (including exclusive or non-exclusive public access easements and public utility easements required for public utilities, but shall not include reimbursement for any private or non-City owned utilities or any dedications required by the City for non-public development projects).

(c) For the purposes of this Agreement, Developer’s “**Cost of Financing**” means Developer’s debt service as reasonably pre-approved by the City, calculated on the basis of Developer’s unreimbursed Public Improvement Reimbursable Costs, provided that the Cost of Financing will not exceed four percent (4%) per year, accruing beginning on the date Developer incurs such Public Improvement Reimbursable Costs and continuing for such portion of the Reimbursement Period as any unreimbursed Public Improvement Reimbursable Costs remain outstanding and unpaid; and further provided that City is not obligated to pay more than Five Million and no/100 Dollars (\$5,000,000.00) as Developer’s Cost of Financing during the remaining Term of this Agreement.

(c) All Additional Developer Public Improvements for which Developer seeks reimbursement under this Agreement must be procured by Developer using a public procurement process and shall comply with any applicable advertisement, notification and bonding provisions of A.R.S. §§ 34-101, et seq., and the City's procurement code, to the extent applicable (the “**Public Procurement Laws**”).

K. Section 8.1 is deleted in its entirety and replaced with the following:

8.1 Tax Rebates. The City shall rebate and pay to the applicable Person, transaction privilege taxes (collectively, “**Tax Rebates**”) equal to (i) fifty percent (50%) of the Sales Taxes imposed and actually received by the City (“**Sales Tax Rebates**”) occurring within the boundaries of the Property (the “**Reimbursement Tax Base**”), on and after the Effective Date of the 2006 Development Agreement, and (ii) solely in connection with City’s reimbursement to Developer for the Additional Developer Public Improvements described in Section 6.2, fifty percent (50%) of all Construction Sales Taxes actually received by the City from the Reimbursement Tax Base (excluding only Construction Sales Taxes applicable to the construction of single-family residences and stand-alone multi-family residences and other residential that is not “residential-over-retail,” collectively, the “**Construction Tax Rebates**”) on and after the Fifth Amendment Effective Date. The Tax Rebates shall be determined, deposited in the City’s Reimbursement Account and payable as set forth in this Section 8.1.

(a) Payments to Original Developer. In consideration of Original Developer's agreeing to the Assessment, and Original Developer's construction of the Developer Public Improvements, pursuant to the 2006 Development Agreement (as previously amended) the City has agreed to pay Sales Tax Rebates to Original Developer in the amount of, and in fulfillment of the City's obligation to pay the City ID Payment Obligation, which obligation is limited to the payment of the amount specified in the Third Amendment as constituting the maximum amount of the City ID Payment Obligation.

(b) Payments to Developer. In consideration of Developer's construction of the Additional Developer Public Improvements and otherwise performing its obligations under this Agreement, City shall pay Sales Tax Rebates and Construction Tax Rebates to Developer in the Additional Reimbursement Amount to reimburse Developer for the Additional Developer Public Improvements described in Section 6.2 and Developer's Cost of Financing; provided that the reimbursement to Developer for the Additional Developer Public Improvements shall not exceed the Additional Reimbursement Amount, and the reimbursement to Developer for Developer's Cost of Financing shall not exceed the limitations described in Section 6.2(c).

(c) Separate Accounting: Original Developer. Pursuant to the 2006 Development Agreement (as previously amended), the City has agreed to maintain separate accounting for Sales Tax Rebates for payment to Original Developer of the City ID Payment Obligation.

(d) Separate Accounting: Developer. The City will maintain separate accounting for Sales Tax Rebates and Construction Tax Rebates for reimbursement to Developer, which, (i) as to Sales Tax Rebates, will commence immediately following all required payments and reimbursements to Original Developer for the City ID Payment Obligation, and, (ii) as to Construction Tax Rebates, will commence upon Completion of Construction of each Phase of the Additional Developer Public Improvements. At no time shall any reimbursement to Developer exceed actual verifiable costs incurred by Developer for the work for the Additional Developer Public Improvements.

(e) Deposits into Reimbursement Account. The City shall deposit the Tax Rebates in accounts separate from the City's general fund, which deposit may (in the City's election) take the form of a separate or segregated accounting or journal entry (the "**Reimbursement Account**"). Deposits into the Reimbursement Account shall be made by the City within thirty (30) days following the City's receipt of each monthly transaction privilege tax report from the Arizona Department of Revenue (the "**Monthly ADR Tax Report**") which includes Sales Taxes and Construction Sales Taxes actually received by the City from the Reimbursement Tax Base. Payments will be made from the Reimbursement Account until the City ID Payment Obligation has been paid to Original Developer, and the Additional Reimbursement Amount and Developer's Cost of Financing have been paid to Developer, or until the expiration of the Reimbursement Period (as defined in Section 8.2 below), whichever first occurs. The City shall pay the Tax Rebates described in Section 8.1 to Developer from the Reimbursement Account.

(f) Conditions Precedent. As an express condition to the City's payment of any Tax Rebates to the Developer, the Developer shall have no rights in the Reimbursement Account, and no payment of Sales Tax Rebates shall be made to Developer from

the Reimbursement Account or otherwise, until Developer has complied with all of the terms and conditions of this Agreement (including, but not limited to, and with respect to the Additional Developer Public Improvements, compliance with Section 6.2 above). The construction of any Additional Developer Public Improvements shall not be a condition to the City's payment to Original Developer of the City ID Payment Obligation.

(g) Rebate Payments.

(1) The City shall pay to Original Developer all Sales Tax Rebates held by the City in the Reimbursement Account (the "**Rebate Payments**") until the City ID Payment Obligation has been paid and reimbursed in full to Original Developer (but subject to the limitations of Section 8.2). Pursuant to the 2006 Development Agreement (as previously amended), Original Developer has agreed (i) to be responsible for the timely payment of all amounts required to be paid to the Improvement District on account of the Assessments, and (ii) not to be relieved of its obligation to pay all Assessments and related fees and charges. It is the express intent of the Parties that the City reimburse Original Developer as promptly as possible from the Sales Tax Rebates collected from the Taxable Activities. Not fewer than two times per year (at a time reasonably selected by the City and Original Developer after each assessment payment in connection with the Improvement District), representatives of the City and of Original Developer shall confer to review the status of all financial obligations, accounts and payments owing with respect to this Agreement.

(2) With respect to the City's obligations to pay Tax Rebates to Developer, the City and Developer agree the Tax Rebates will be paid in accordance with the last sentence of Section 8.1 above. It is the express intent of the Parties that the City reimburse Developer as promptly as possible from the Reimbursement Account, subject to the express condition that no Sales Tax Rebates will be paid to Developer until the City ID Payment Obligation has been paid in full to Original Developer (although Construction Tax Rebates may be paid to Developer prior to the City's satisfaction of the City ID Payment Obligation). Not fewer than two times per year (at a time reasonably selected by the City and Developer), representatives of the City and of Developer shall confer to review the status of all financial obligations, accounts and payments owing with respect to this Agreement.

(h) Limited Obligations. The City's obligation to rebate and pay the Tax Rebates owing pursuant to this Agreement is limited to payment from Sales Taxes and Construction Sales Taxes received from the Reimbursement Tax Base. Under no circumstances shall any obligation of the City to make reimbursements of Tax Rebates represent or constitute a general obligation of or pledge of the full faith and credit of the City, the State of Arizona or of any political subdivision thereof, nor require the levy of, or be payable from the proceeds of any ad valorem taxes. Other than the obligation of the City to levy Sales Taxes as set forth in this Agreement, the obligations to pay or reimburse any amount pursuant to this Agreement shall not constitute an indebtedness of the City, the State of Arizona or any political subdivision thereof within the meaning of any Constitutional or statutory debt limitation or restriction or otherwise. The City and Developer agree and acknowledge that all obligations of the City to pay Tax Rebates pursuant to this Agreement are subordinate and subject to the lien and pledge of excise taxes

pledged as security for the payment of all obligations of the City and the City of Goodyear Public Improvement Corporation now or hereafter outstanding.

(i) Prepayment. Notwithstanding anything in this Agreement to the contrary, the City may prepay the City ID Payment Obligation, the Additional Reimbursement Amount, or Developer's Cost of Financing (if any, but only to the extent accrued at the time of such prepayment), in any order, and in whole or in part, at any time.

L. Section 8.2 is deleted in its entirety and replaced with the following:

8.2 Limitations on Payments to Developer. Subject to the terms and conditions of Exhibit H, in no event shall any Sales Tax Rebates be payable for any period subsequent to the twenty-fifty (25th) anniversary of the final payment to Original Developer by the City of the City ID Payment Obligation (including all unpaid and outstanding principal sums and any unpaid interest accrued to the date of payment on any Assessments, the "**Reimbursement Period**"); provided that, once the City has paid (x) to Original Developer the City ID Payment Obligation (including all unpaid and outstanding principal sums and any unpaid interest accrued to the date of payment on any Assessments), and (y) to Developer all remaining amounts owing with respect to Public Roadway Improvements, the Additional Reimbursement Amount, and Developer's Cost of Financing, the City shall have satisfied its payment obligations to Developer and no further amounts shall be paid to Developer; and provided further that, unless the Additional Reimbursement Amount and Developer's Cost of Financing has then been paid to Developer, any accrued but undisbursed Tax Rebates existing upon expiration of the Reimbursement Period shall be paid to Developer notwithstanding the fact that receipt thereof by the City or such disbursement occurs after the expiration of the Reimbursement Period. A Tax Rebate shall be deemed to accrue during the Reimbursement Period if the activity from which the Tax Rebate arises occurred during the Reimbursement Period. The Additional Reimbursement Amount may be modified from time-to-time only by written agreement of both the City and Developer.

M. Section 8.3 is deleted in its entirety and replaced with the following:

8.3 Determination of Amount of Allocated Revenues Received by the City. The City Manager (or designee) shall determine the amount of Tax Rebates for each month (or partial month if applicable) held in the Reimbursement Account with respect to the Project. Any such determination may be audited and contested by Original Developer (as to Sales Tax Rebates only) or by Developer (as to all Tax Rebates), subject to Applicable Laws which may prohibit or limit such audit or contest.

(a) Pursuant to the 2006 Development Agreement (as previously amended), Original Developer agreed that its right to receive data on Sales Taxes collected by the City shall be subject to the City's reasonable determination that the Sales Taxes collected from the Taxable Activities within the Reimbursement Tax Base have been received from a sufficient number of taxpayers, in a sufficient amount quarterly and/or cumulatively, as applicable, and through the application of other customary methods and parameters of privilege tax administration, so that release of the data on Sales Taxes collected by the City to Original Developer will not result in violation of statutory sales tax confidentiality laws.

(b) Developer agrees that its right to receive data on Sales Taxes and Construction Sales Taxes collected by the City shall be subject to the City's reasonable determination that the Sales Taxes and Construction Sales Taxes collected from the Taxable Activities within the Reimbursement Tax Base have been received from a sufficient number of taxpayers, in a sufficient amount quarterly and/or cumulatively, as applicable, and through the application of other customary methods and parameters of privilege tax administration, so that release of the data on Sales Taxes and Construction Sales Taxes collected by the City to the Developer will not result in violation of statutory sales tax confidentiality laws.

N. Section 8.4 is deleted in its entirety and replaced with the following:

8.4 Computation and Report of Transaction Privilege Tax Revenues. Within forty-five (45) days following the end of each City fiscal year, the City will deliver (i) to Original Developer a statistical report of all Sales Taxes from Taxable Activities within the Reimbursement Tax Base; and (ii) to Developer a statistical report of all Sales Taxes and Construction Sales Taxes received from taxpayers within the Reimbursement Tax Base. Such reports shall specifically identify any offsets, credits, exclusions or other deductions from the Sales Taxes and Construction Sales Taxes (as applicable) generated by or attributable to the Reimbursement Tax Base that have been utilized by the City in computing Tax Rebates for purposes of this Agreement. Any such report shall be subject to Applicable Laws that may prohibit or limit the dissemination or use of the foregoing information required for such report. The City's obligation to provide the information referenced in this Section 8.4 to Original Developer shall terminate as of the date on which City has paid the City ID Payment Obligation in full.

(a) Pursuant to the 2006 Development Agreement (as previously amended), Original Developer agreed that its right to receive the statistical report required by this section containing data on Sales Taxes collected by the City shall be subject to the City's reasonable determination that the Sales Taxes collected from the Taxable Activities within the Reimbursement Tax Base have been received from a sufficient number of taxpayers, in a sufficient amount quarterly and/or cumulatively, as applicable, and through the application of other customary methods and parameters of privilege tax administration, so that release of the statistical report and/or data on Sales Taxes collected by the City to the Original Developer will not result in violation of statutory sales tax confidentiality laws.

(b) Developer agrees that its right to receive the statistical report required by this section containing data on Sales Taxes and Construction Sales Taxes collected by the City shall be subject to the City's reasonable determination that the Sales Taxes and Construction Sales Taxes received from taxpayers within the Reimbursement Tax Base have been received from a sufficient number of taxpayers, in a sufficient amount quarterly and/or cumulatively, as applicable, and through the application of other customary methods and parameters of privilege tax administration, so that release of the statistical report and/or data on Sales Taxes and Construction Sales Taxes collected by the City to the Original Developer will not result in violation of statutory sales tax confidentiality laws.

O. Section 8.5 is deleted in its entirety and replaced with the following:

8.5 Multiple Business Locations. Some businesses with multiple locations in the City (a “**Multiple Location Taxpayer**”) report their Sales Taxes and Construction Sales Taxes on the basis of revenues for all their locations in the City, rather than separately for each location.

(a) Pursuant to the 2006 Development Agreement (as previously amended), Original Developer agreed to request each such Multiple Location Taxpayer located in the Project to separately report its Sales Taxes to or furnish the City with a certified break out worksheet showing its Sales Taxes for that location within the Project, along with the Multiple Location Taxpayer's name and City privilege tax identification number.

(b) Developer shall request each such Multiple Location Taxpayer located in the Project to separately report its Sales Taxes and Construction Sales Taxes to the City or furnish the City with a certified “break-out” worksheet showing its Sales Taxes (or Construction Sales Taxes, as applicable) for that location within the Project, along with the Multiple Location Taxpayer's name and City privilege tax identification number (or numbers, if applicable). To the extent such separate reporting is not received by the City for a Multiple Location Taxpayer, the Sales Taxes for its location (or locations) within the Project shall be equal to the total Sales Taxes reported for all of its locations in the City multiplied by a fraction, the numerator of which shall be the square footage of the Multiple Location Taxpayer's locations in the Project, and the denominator of which shall be the total square footage of the Multiple Location Taxpayer's locations within the City. If the taxpayer's name and City privilege tax identification number is not received by the City for a Multiple Location Taxpayer, the City shall request such information from Developer which shall require such information from the Multiple Location Taxpayer in connection with tax-generating activities within the Reimbursement Tax Base. To the extent that such separate reporting is not provided to the City relating to Construction Sales Tax, no rebate for Construction Sales Tax shall be provided.

P. Section 8.6 is deleted in its entirety and replaced with the following:

8.6 City's Prepayment Right. The City shall have the right to prepay all or any part of the Tax Rebates at any time.

Q. Section 12.6 is deleted in its entirety and replaced with the following:

12.6 Enforced Delay in Performance for Causes Beyond Control of Party. Whether stated or not, all periods of time in this Agreement are subject to this Section (except for the expiration of the Reimbursement Period, and except for the due dates for the Sales Tax Rebates payable by the City to Developer, and the grace and cure periods in Sections 12.3 and 12.4). Neither the City nor Developer, as the case may be, shall be considered to have caused an Event of Non-Performance with respect to its obligations under this Agreement in the event of enforced delay (an “**Enforced Delay**”) due to (1) causes beyond its control and without its fault, negligence or failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, acts of the Federal, state or local government, acts of the other Party, acts of a Third Party, litigation concerning the validity and enforceability of this Agreement or relating to

transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, Public Health Events, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, declaration of national emergency or national alert, Office of Homeland Security (or equivalent) Advisory alert higher than grade “yellow,” blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Property (whether permanent or temporary) by any public, quasi-public or private entity; (2) the order, judgment, action, or determination of any court, administrative agency, governmental authority or other governmental body other than the City or the Council or one of its departments, divisions, agencies, commissions or boards (collectively, an “**Order**”) which delays the completion of the work or other obligation of the Party claiming the delay; or the suspension, termination, interruption, denial, or failure of renewal (collectively, a “**Failure**”) of issuance of any permit, license, consent, authorization, or approval necessary to Developer’s undertakings pursuant to this Agreement, unless it is shown that such Order or Failure is the result of the fault, negligence or failure to comply with Applicable Laws by the Party claiming the delay; provided, however, that the contesting in good faith of any such Order or Failure shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay; (3) the denial of an application, failure to issue, or suspension, termination, delay or interruption other than by or from the City or the Council or one of its departments, divisions, agencies, commissions or boards (collectively, a “**Denial**”) in the issuance or renewal of any permit, approval or consent required or necessary in connection with Developer’s undertakings pursuant to this Agreement, if such Denial is not also the result of fault, negligence or failure to comply with Applicable Laws by the Party claiming the delay; provided that the contesting in good faith or the failure in good faith to contest any such Denial shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay; and (4) the failure of any contractor, subcontractor or supplier to furnish services, materials or equipment in connection with Developer’s undertakings pursuant to this Agreement, if such failure is caused by Enforced Delay as defined herein, if and to the extent, and only so long as the Party claiming the delay is not reasonably able, after using its best efforts, to obtain substitute services, materials or equipment of comparable quality and cost. In no event will Enforced Delay include any delay resulting from general economic or market conditions, unavailability for any reason of particular tenants or purchasers of portions of the Project, nor from the unavailability for any reason of particular contractors, subcontractors, vendors, investors or lenders desired by Developer in connection with the Project, it being agreed that Developer will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided that the Party seeking the benefit of the provisions of this Section 12.6 shall, within thirty (30) days after such Party knows of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either Party's failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such Party.

R. Global Changes. Certain global changes in terms are required throughout the Agreement as a result of this Amendment:

(1) All references to “Minimum Retail Improvements” now means “Private Improvements.”

(2) All references to “Regional Shopping Center” now means “Private Improvements.”

10. Confirmations by the Parties. City and RGLP confirm their obligations and rights arising in and under the Development Agreement, including (but not limited to) the fact that the City's only obligations with respect to any Public Improvements constructed prior to January 1, 2023, are (a) the payment to Original Developer of the City ID Payment Obligation, in the amount specified in the Third Amendment (which the Parties acknowledge and agree remains in full force and effect notwithstanding the execution of this Fifth Amendment), and (b) acknowledgement that City Development Fees have been prepaid pursuant to the terms of the Development Agreement and remain available to RGLP as Developer to be applied toward payment of permit fees in connection with Developer's development of the Project, in the approximate amount of \$1,700,000.00 (the "**Prepaid Fees**"). The Prepaid Fees shall be available to Developer from time-to-time, conditioned and commencing upon the issuance to Developer of a building permit for the construction of not less than 30,000 leasable square feet of newly constructed premises within the Project to be used by specialty grocers, entertainment venues, upscale retailers, or any combination of such uses.

11. Parties' Intentions; Miscellaneous. It is the intent of the City and Developer not to modify, restrict, limit or re-characterize any of the rights or obligations of Original Developer existing at the time of the assignment of this Agreement by Original Developer to Globe, and any apparent or inadvertent inconsistency between the 2006 Amendment, as previously amended, and this Amendment with respect to such rights or obligations, should be interpreted and resolved in favor of this stated intention, while preserving the rights and obligations of Developer as described in this Amendment to be as fully consistent therewith as possible. Terms not otherwise defined in this Amendment have the meanings attributed to them in the Development Agreement. Except as expressly modified by this Amendment, the Development Agreement is unchanged, and is in full force and effect. This Amendment may be executed by the Parties electronically and in counterparts. The Parties represent to each other that their execution and delivery of this Amendment has been authorized by all requisite municipal or company (as applicable) action.

Signatures of the Parties are on the following page.

Signature Page to Fifth Amendment to Development Agreement

Executed by the Parties to be effective as of the Effective Date set forth above.

City of Goodyear, an Arizona municipal
corporation

By: _____

Printed Name: _____

Its: _____

Date of Execution: _____

Attest:

By: _____
City Clerk

Approved:

By: _____
City Attorney

RG Land Partners, LLC, a Delaware
limited liability company

By: _____

Printed Name: _____

Title: _____

Date of Execution: _____

State of Arizona }

}

Maricopa County }

The foregoing Fifth Amendment to Development Agreement was acknowledged before me, the undersigned Notary Public, by _____, known to me or otherwise proven to be the _____ of RG Land Partners, LLC, a Delaware limited liability company, who executed the same on behalf of the said company.

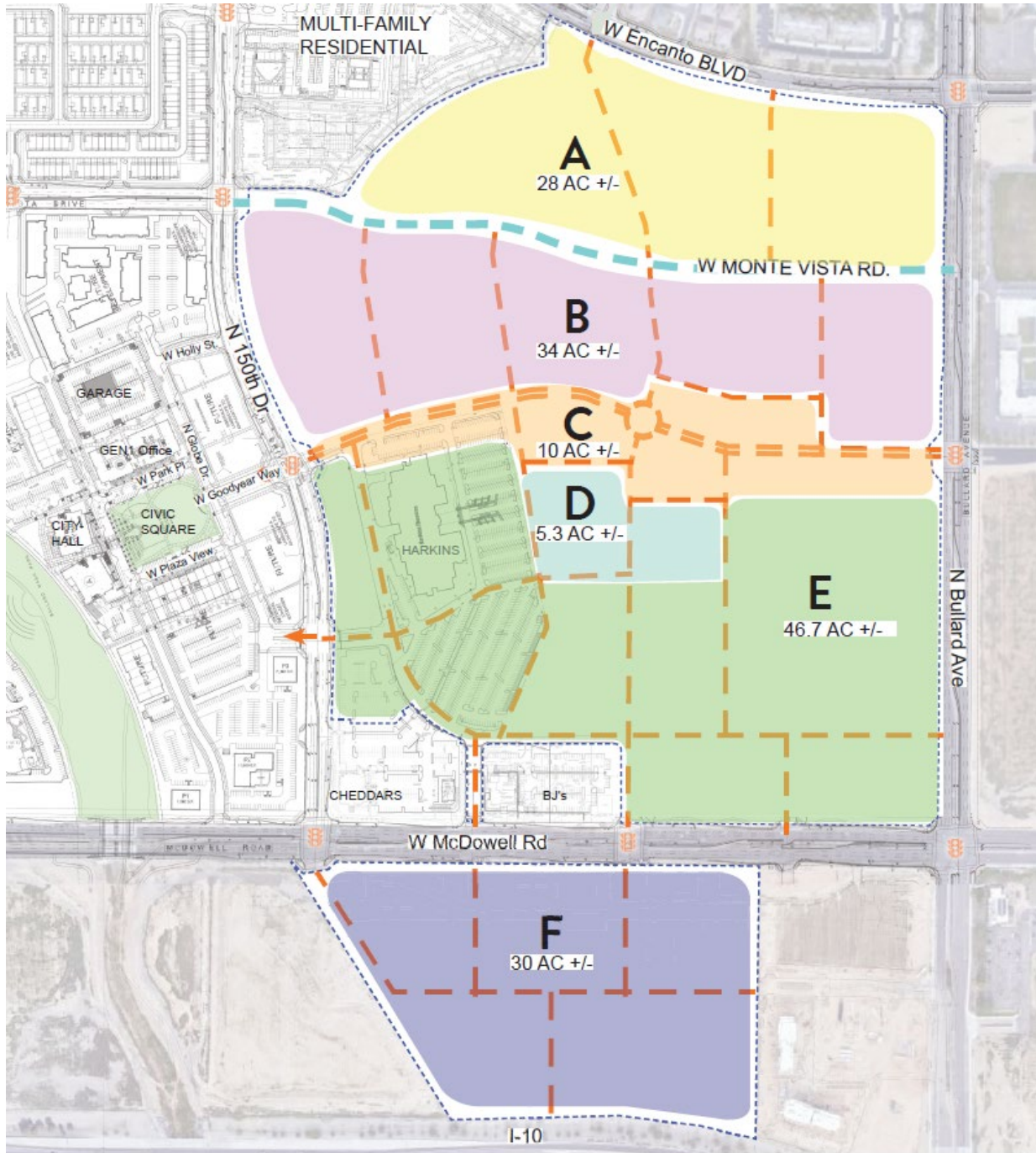
By: _____

Seal:

EXHIBIT B

CONCEPTUAL LAND USE PLAN

**EXHIBIT B TO
FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT
(page 1 of 2)**



LAND AREA PLAN

**EXHIBIT B TO
FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT
(page 2 of 2)**

- Land Area A = residential and commercial
- Land Area B = commercial, residential, and hotel/conference center
- Land Area C = retail, entertainment, and open space
- Land Area D = more intense commercial, residential, entertainment, and hotel
- Land Area E = retail and entertainment
- Land Area F = commercial and automotive

ITEM #: 8.
DATE: 02/27/2023
AI #:1286



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE EXPENDITURE UP TO \$6,154,200 FOR PROJECT #30008 RENOVATION OF FIRE STATION 183

STAFF PRESENTER(S): Ed Pahl, Deputy Fire Chief; Mario Saldamando, Senior Project Manager

SUMMARY

Request Council approval of the expenditure of FY2023 funds for Project #30008 Renovation of Fire Station 183 as part of the city's Capital Improvement Program (CIP).

RECOMMENDATION

Approve expenditure of funds up to \$6,154,200 to renovate Fire Station 183. (Ed Pahl, Deputy Fire Chief; Mario Saldamando, Senior Project Manager)

FISCAL IMPACT

Project #30008 is currently budgeted and programmed in the Capital Improvement Program in FY2023. Total project budget is \$6,154,200. A Guaranteed Maximum Price (GMP) Contract will be executed following council expenditure authorization. All costs related to this project including Construction Administration Services, Plan Review Costs, Design Costs, FFE and IT costs have been finalized and will be covered under this expenditure authorization.

BACKGROUND AND PREVIOUS ACTIONS

Per City of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of \$500,000 must obtain Council approval. The city has developed and approved a Capital Improvement Program for FY2023 through FY2027. The renovation of Fire Station 183 is budgeted to begin in FY2023 per this plan.

STAFF ANALYSIS

The city's new fire stations are the result of an assessment of community needs through the Operational Research Health (ORH) station study, identification of optimum station locations by staff with council guidance, budget approval by council, and collaboration with stakeholders to develop the most effective fire stations for the money.

Per the approved CIP, the renovation of Fire Station 183 is planned to begin in FY2023.

The station renovation was designed through a participatory process involving fire department command staff, sworn personnel, subject matter experts from essential city departments, and

our contracted design team. The changes to the floor plan were designed with the intent to provide a safe environment for our firefighters from which to operate. The construction phase includes necessary permitting, construction, quality assurance testing, furniture, fixtures and equipment, and project close out.

The design documents for Fire Station 183 have been submitted for permit review. Construction is scheduled to begin in March 2023, and the project is planned for substantial completion and becoming operational in November 2023.

Attachments

Presentation

Fire Station 183

Council Approval for Station Renovation
2.6.23

Fire Station 183



BACKGROUND

Renovation of Fire Station 183 is programmed in the FY2023 CIP

New fire stations are result of assessment through Operational Research Health study

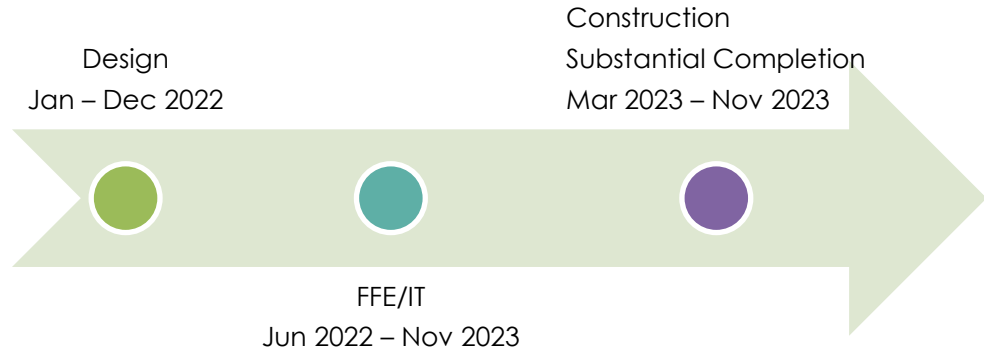
Upgrades feature similar upgrades to fire stations (181, 186), providing safe environment for firefighters

Budget & Schedule



FIRE STATION 183 RENOVATION

Project Phase	Total Budget
Design	\$422,300
Construction	\$4,836,200
FF&E/IT	\$895,700
Total	\$6,154,200



Fire Station 183



STAFF RECOMMENDATION

Request total budget authorization in amount of \$6,154,200

Questions

