

ORDINANCE NO. 2023-1571

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 109.93 GROSS ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND LILAC STREET TO BE KNOWN AS AMBER MEADOWS AT WEST GOODYEAR; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, the property subject to this Ordinance consists of approximately 109.93 gross acres and is located at the northeast corner of Perryville Road and Lilac Street and is known as Amber Meadows at West Goodyear as more particularly described in that certain document titled "Amber Meadows Full Property" which document was declared public record by Resolution No. 2023-2292, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property"); and

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

WHEREAS, the owner of the Property along with a number of owners of other properties located within West Goodyear entered into a Memorandum of Understanding (the "West Goodyear MOU") adopted by the City Council on May 23, 2005 by Resolution 05-981 (collectively the properties subject to the West Goodyear MOU are referred to as the "West Goodyear Properties" and the owners of the West Goodyear Properties are referred to as the "IDG") that addressed the IDG's responsibilities for the construction of infrastructure and payments for infrastructure needed for the city to serve the West Goodyear Properties; and

WHEREAS, on October 24, 2005, pursuant to the terms of the MOU, the City Council: adopted Ordinance No. 05-968 annexing the Property into the City; adopted Ordinance No. 05-969 rezoning the Property to Final PAD to be developed in accordance with the Amber Meadows Final Planned Area Development, dated August 5, 2005 (the "Amber Meadows PAD") and adopted Resolution 05-1006 approving a Pre-Annexation Development Agreement, recorded in the official records of the Maricopa County Records ("MCR") at 2005-1656088; and

WHEREAS, the Amber Meadows PAD provided for the development of two lot sizes of 60' x 120' and 70' x 120' as well as half of the full elementary school site to be developed between the Amber Meadows development and the adjacent La Privada development; and

WHEREAS, on July 10, 2006, the City Council adopted Resolution Nos. 06-1064 and 06-1065 establishing a Special Public Improvement Project Area to facilitate the development of regional water and sewer lines needed to serve the West Goodyear Properties and provide for cost recovery by the party who installs the regional public improvements from the properties who benefitted from such public improvements; and,

WHEREAS, on September 25, 2006 the City Council approved a final plat for Amber Meadows; and,

WHEREAS, no development has occurred within the Property since it was annexed into the City of Goodyear, and to facilitate the development of the Property, the City Council has repeatedly

re-zoned the Property, repeatedly amended the West Goodyear Cost Recovery Resolutions, and repeatedly amended and/or replace the development agreements governing the development of the Property; and

WHEREAS, since the adoption of Resolution 05-1006 approving a Pre-Annexation Development Agreement, City Council, in an effort to facilitate the development of the Property, has entered into more than nine (9) amendments and/or restated development agreements related to the development of the property including: First Amendment to Pre-Annexation Development Agreement for Amber Meadows approved by Resolution 11-1462 and recorded at MCR No. 2011-1014661; an Amended and Restated Development Agreement (Amber Meadows) approved by Resolution 13-1555, recorded at MCR No. 2013-0595601; First Amendment to Amended and Restated Development Agreement Amber Meadows approved by Resolution 13-1588, recorded at MCR No. 2014-0040954; Second Amendment to Amended and Restated Development Agreement for Amber Meadows approved by Resolution 14-1628, recorded at MCR No. 2014-0334363; Third Amendment to Amended and Restated Development Agreement for Amber Meadows approved by Resolution 15-1708, recorded at MCR No. 2015-0457221; Fourth Amendment to Amended and Restated Development Agreement for Amber Meadows approved by Resolution 15-1725, recorded at MCR No. 2015-0722843; Fifth Amendment to Amended and Restated Development Agreement for Amber Meadows approved by Resolution 16-1738, recorded at MCR No. 2016-006146; Second Amended and Restated Development Agreement for Amber Meadows approved by Resolution 2016-1752, recorded at MCR No. 2016-0289084; and First Amendment to Second Amended and Restated Development Agreement for Amber Meadows approved by Resolution 17-1780, recorded at MCR 2017-0077359 (collectively, the Second Amended and Restated Development Agreement for Amber Meadows approved by Resolution 16-1752, recorded at MCR No. 2016-0289084 and the First Amendment to Second Amended and Restated Development Agreement for Amber Meadows approved by Resolution 17-1780, recorded at MCR 2017-0077359 are referred to as the "Existing Amber Meadows Development Agreement"); and

WHEREAS, since the adoption of Resolution of Intention No. 06-1064 City Council has approved two amendments to the resolution; Resolution 14-1621, adopted by City Council on May, 19, 2014 and Resolution 16-1747 adopted by City Council on April 16, 2016; and

WHEREAS, since the adoption of Resolution of Intention No. 06-1065 City Council has approved two amendments to the resolution; Resolution 14-1622, adopted by City Council on May, 19, 2014, and Resolution 16-1748 adopted by City Council on April 16, 2016; and

WHEREAS, on March 27, 2017, in yet another effort to facilitate development of the Property, the city entered into a multi-party development agreement related to the development of various West Goodyear Properties, including the Property. Specifically, council adopting Resolution 17-1792 approving the Development Agreement for West Goodyear Sewer and Water Infrastructure recorded at MCR No. 2017-0220433, which agreement has been amended twice, including the First Amendment to Development Agreement for West Goodyear Sewer and Water Infrastructure adopted by Resolution 2018-1905 recorded at MCR No. 2019-0137906 and the Second Amendment to Development Agreement for West Goodyear Sewer and Water Infrastructure approved by Resolution No. 2019-1944 recorded at MCR No. 2019-0158096 (collectively the "West Goodyear Infrastructure Agreement"); and

WHEREAS, pursuant to the West Goodyear Sewer and Water Infrastructure Agreement, the city entered into an Escrow Agreement which has also been amended twice; and

WHEREAS, the current request is to rezone the approximate 109.93 gross acres to 57.67 gross acres of R1-4 (Single Family Detached) with Reduced Development Standards, 52.24 gross acres of R1-6 (Single Family Detached) with reduced Development Standards and a PAD Overlay for the entire 109.93 gross acres; and,

WHEREAS, except as modified by the PAD Overlay described below, the rezoning will permit the Property to be developed with the principal permitted uses, permitted accessory uses, use permit uses, special uses, and development regulations as established in the City of Goodyear Zoning Ordinance for the R1-4 (Single Family Detached) Zoning District and the R1-6 (Single Family Detached) Zoning District; and

WHEREAS, the R1-4 (Single Family Detached) Zoning District with Reduced R1-4 Development Standards, the R1-6 (Single Family Detached) Zoning District with Reduced R1-6 Development Standards and a PAD Overlay require the development of the Property to incorporate additional design elements, including amenity elements, connectivity elements, and streetscape elements; and

WHEREAS, to satisfy the additional amenity elements, connectivity elements and streetscape elements required for the R1-4 (Single Family Detached) Zoning District with R1-4 Reduced Development Standards, the Property will be developed in accordance with Planned Area Development Overlay adopted herein and with the design elements and amenities set forth in the stipulations set forth below; and

WHEREAS, the Existing Amber Meadows Development Agreement identified various obligations related to the development of the property, including triggers for the construction of certain off-site and on-site street improvements, requirements for constructing regional water delivery and wastewater transmission lines, and requirements for payments owed under the West Goodyear Cost Recovery Resolutions towards the cost of the regional water delivery and wastewater transmission lines constructed by other; and it provided various benefits such as density bonuses and vesting of currently approved but unrecorded final plats; and

WHEREAS, if there are any contradictions between this Ordinance and the Existing Amber Meadows Development Agreement then this Ordinance will be the superseding ruling document; and

WHEREAS, the proposed rezoning does not impact or require any change to the West Goodyear master water or master wastewater studies; and

WHEREAS, cost recovery resolutions have been adopted and amended as needed to reflect the changes to the master water and wastewater studies and to provide for reimbursements from the properties benefitted by the regional water and wastewater lines that are constructed or that would be constructed by others; and

WHEREAS, Cost Recovery Resolution of Intention No. 06-1064 as amended by Resolution No 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") identifies regional water delivery lines that when completed will benefit the Property; and

WHEREAS Cost Recovery Resolution of Intention No. 06-1065 as amended by Resolution No. 14-1622 and Resolution No. 16-1748 (the "Cost Recovery Resolution – Wastewater Trunk Lines") identifies regional wastewater trunk lines that when completed will benefit the Property; and

WHEREAS, Owner is required to construct 100% of each regional water delivery line identified in the Cost Recovery Resolution – Water Delivery Lines as benefitting the Property or to make a cost recovery payment for each regional water delivery line identified in the Cost Recovery Resolution – Water Delivery Lines as benefitting the Property that Owner does not fully construct except for those regional water and wastewater lines fully constructed pursuant to the West Goodyear Sewer and Water Infrastructure Agreement to which Owner is a Party to said Agreement; and

WHEREAS, Owner is required to construct 100% of each regional wastewater trunk line identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property or to make a cost recovery payment for each regional wastewater trunk line identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property that Owner does not fully construct except for those regional water and wastewater lines fully constructed pursuant to the West Goodyear Sewer and Water Infrastructure Agreement to which Owner is a Party to said Agreement; and

WHEREAS, the proposed zoning runs with the land and references to Owner in this Ordinance refers to the current owner of the Property and all future successors in interest and title to all or part of the Property; and

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

WHEREAS, city staff finds that subject to the conditions set forth below, the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of the Property; and

WHEREAS, a Neighborhood Meeting was conducted for this proposal and notice of the application was provided to property owners within 500 feet of the property on December 3, 2022 and a sign advertising the Neighborhood Meeting was posted to the site on December 20, 2022; and,

WHEREAS, the Neighborhood Meeting took place in person on January 4, 2023; 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 August 16, 2023, appeared in the Arizona Republic Southwest Valley edition on July 28, 2023 and postcards were mailed to adjoining owners on July 20, 2023 and the sign on the site was updated on July 27, 2023 to notify residents of the scheduled public hearing; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on August 16, 2023.

WHEREAS, at that meeting, the Planning and Zoning Commission voted (5-0) to recommend approval, subject to the conditions of approval set forth herein; 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 August 28, 2023 appeared in the Arizona Republic Southwest Valley Edition on July 28, 2023; postcards were mailed to adjoining owners on July 20, 2023; and a sign on the site was updated on July 27, 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. 2023-1571 applies to approximately 109.93 gross acres located at the northeast corner of Perryville Road and Lilac Street and is legally described in that certain document titled “Amber Meadows Full Property,” which document was declared public record by Resolution No. 2023-2292, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the “Property”).

SECTION 2. ADOPTION OF FINDINGS

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

SECTION 3. REZONING

The Property is conditionally rezoned to Planned Area Development District with approximately 57.67 gross acres of the Property as more particularly described in that certain document titled “Amber Meadows Zoning R1-4 Zoning Parcel” declared a Public record by Resolution No. 2023-2292, which is referred to and incorporated herein by this reference (the “R1-4 Property”), being conditionally rezoned to the R1-4 (Single-Family Residential) zoning district with R1-4 Reduced Development Standards and approximately 52.24 gross acres of the Property as more particularly described in that certain document titled “Amber Meadows R1-6 Zoning Parcel” declared a Public Record by Resolution No. 2023-2292, which is referred to and incorporated herein by this reference (the “R1-6 Property”), being conditionally rezoned from the Planned Area Development (PAD) zoning district to the R1-6 (Single-Family) zoning District with R1-6 Reduced Development Standards, with the following PAD Overlay applying to the Property:

- 1) The R1-4 Property shall be developed in accordance with the Permitted Uses and Development Standards applicable to R1-4 (Single-Family Residential) zoning district with R1-4 Reduced Development Standards except as otherwise modified by the Conditions and Stipulations set forth herein, including the following:
 - 100% of the lots within the R1-4 zoned area of the Property shall be at least 45-feet wide with a minimum depth of 115-feet with the exception of corner lots and knuckle lots which may have their maximum depth reduced to 110-feet; and
 - The minimum square footage of a lot shall be 5,175 with the exception of corner lots and knuckle lots which may be reduced to 5,170 square feet; and

- 2) R1-6 Property shall be developed in accordance with the Permitted Uses and Development Standard applicable to R1-6 (Single-Family Detached) Residential District with R1-6 Reduced Development Standards except as otherwise modified by the Conditions and Stipulations herein; and
- 3) If the Property is developed with a 7.5-acre school site, the total number of residential units within the Property shall not exceed 402. If the Property is developed with less than a 7.5-acre school site, the total number of residential units within the Property shall not exceed 437 residential units; and
- 4) Owner shall develop a minimum of a 5-acre centralized park and amenity area located at the heart of the Property with the amenities as described below and as generally depicted in that certain document titled Amber Meadows Main Park Amenity, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference (the "Centralized Park").
 - a) The Centralized Park shall include the following resident and recreational amenities (collectively the amenities referred to below are referred to as the "Centralized Park Improvements").
 - A community pool;
 - A restroom facility; and
 - A minimum of two (2) Pickleball courts; and
 - A minimum one (1) large group ramada with barbeque grills and picnic seating; and
 - A minimum of one (1) small ramada with barbeque grills and picnic seating; and
 - A bicycle rack; and
 - A high and dry tot lot area; and
 - A contiguous turf area within or outside of a retention basin large enough to accommodate one (1) U-6 sized soccer field within a relatively flat surface.
 - All of the 8-foot sidewalks as depicted in that certain document titled Amber Meadows Main Park Amenity, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference.

The entire portion of the Property where the Centralized Park Improvements are to be located shall be included in the first recorded final plat that subdivides all or part of the Property. The Centralized Park Improvements shall be substantially completed as determined by the City of Goodyear Building Official or his/her designee prior to the issuance of any temporary certificate of occupancy, certificate of occupancy or certificates of completion for any structure, except for model homes, located within the Property

- 7) Owner shall develop Pocket Parks within the Property with the amenities as described below and as generally depicted in that certain document titled Amber Meadows Community Pocket Parks, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference
 - The R1-6 Property shall include at least two Pocket Parks that meet the following requirements:
 - (1) One of the Community Pocket Parks shall have a minimum size of a quarter-of-an acre (0.24 acres) that includes, at a minimum, the amenities set forth in the document labeled Community Pocket Park

- 1 included in that certain document titled Amber Meadows Community Pocket Parks, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference.
- (2) One of the Community Parks shall have a minimum size of a one acre (1.0 acres) that includes, at a minimum, the amenities set forth in the document labeled Community Pocket Park 3 Pocket Park included in that certain document titled Amber Meadows Community Pocket Parks, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference, including a contiguous turf area within or outside of a retention basin large enough to accommodate one (1) U-6 sized soccer field within a relatively flat surface.
 - (3) Each pocket park within the R1-6 Property shall include a shaded seating area and an open turf area.
 - (4) Each pocket park within the R1-6 Property shall include bicycle racks to accommodate non-motorized transportation within the community.
- The R1-4 Property shall include at least two Pocket Parks that meets the following requirements:
 - (1) One of the Community Pocket Parks shall have a minimum size of a three-fourths an acre (0.75 acres) that includes, at a minimum, the amenities set forth in the document labeled Community Pocket Park 2 included in that certain document titled Amber Meadows Community Pocket Parks, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference, , including a contiguous turf area within or outside of a retention basin large enough to accommodate one (1) U-6 sized soccer field within a relatively flat surface .
 - (2) One of the Community Pocket Parks shall have a minimum size of a one-half acre (0.5 acres) that includes, at a minimum, the amenities set forth in the document labeled Community Pocket Park 4 included in that certain document titled Amber Meadows Community Pocket Parks, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference.
 - (3) Each pocket park within the R1-4 Property shall include a shaded seating area and an open turf area.
 - (4) Each pocket park within the R-14 Property shall include bicycle racks to accommodate non-motorized transportation within the community.
- 8) All residential units developed within the Property shall be located within one-quarter ($\frac{1}{4}$) a mile from either the Centralized Park or a Pocket Park. Final plats subdividing all or part of the Property shall not be approved unless each of the residential lots located within the final plat is located within one-quarter ($\frac{1}{4}$) a mile from either the Centralized Park or a Pocket Park that was included in another recorded final plat subdividing part of the Property or that is included in the final plat to be approved. No Certificates of Completion, Temporary Certificates of Occupancy, or Certificates of Occupancy shall be issued for any structure within a recorded final plat, except for model homes, until all parks

(Pocket Parks and Centralized Park) that have to be completed so all platted lots are located within one quarter ($\frac{1}{4}$) a mile of a Pocket Park or the Centralized Park have been substantially completed as determined by the City of Goodyear Building Official or his/her designee.

- 9) All rear walls constructed along the rear of residential lots adjacent to the Centralized Park shall be view walls with a maximum of 4-feet masonry and a minimum of 2-feet of wrought iron, as described and depicted in item 7 of that document labeled Wall Program, which is included in that certain document titled Amber Meadows Wall Program, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference. The views through the wrought iron on such fences shall remain unobstructed by any coverings; and
- 10) The following design elements shall be incorporated into the Property:
 - a) Fencing and walls shall be located as depicted in the document labeled Wall Plan and shall be designed and installed in substantial conformance with the depictions in the document labeled Wall Program, both of which are included in that certain document titled Amber Meadows Wall Program, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference; and
 - b) A Community Entry Monument shall be provided at the primary entrance to the Property off of Perryville Road as reflected in the document labeled Wall Plan, which is included in that certain document titled Amber Meadows Wall Program, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference. The Community Entry Monument shall include the improvements, and landscaping, including, but not limited to, the median and vehicular concrete pavers as depicted in the document labeled Amber Meadows Monument Signs, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference. The Entry Signage and Drive Side Monument reflected in the document labeled Amber Meadows Monument Signs shall be developed to reflect the elevations in the document labeled Community Entry Monument Elevations, which is included in the that certain document titled Amber Meadows Monument Signs, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference; and the Community Entry Monument shall read: Amber Meadows; and
 - c) The secondary entrance to the Property off of Lilac Street shall incorporate enhanced design features including enhanced plantings, median islands, and pavers; and
 - d) Corner Monuments shall be provided on the Property at the corner of Perryville Road and Lilac Street and at the corner of Perryville Road and the Roosevelt Irrigation District Canal as reflected in the document labeled Wall Plan, which is included in that certain document titled Amber Meadows Wall Program, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference. The Corner Monuments shall include the improvements and landscaping depicted in the document labeled Corner Monument, which is included in the that certain document titled Amber Meadows Monument Signs, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference. The Corner

Monuments shall be developed consistent with the depictions in the document labeled Corner Monument, which is included in the that certain document titled Amber Meadows Monument Signs, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference and the monuments shall read: Amber Meadows at West Goodyear; and

- e) The design elements identified above may be modified subject to the determination of the City of Goodyear Zoning Administrator, at his/her sole discretion, that the alternatively proposed design elements collectively be of an equal or greater quality to those described above and provided the alternatively proposed design elements incorporate farm/agricultural and rustic elements such as the trellis structures and landscaping that creates a sense of agricultural planting through linear and structured placements; and
- 11) All enhanced pavement or trail crossings shall be constructed using pavers, colored concrete or stamped concrete constructed, and all medians and all areas with enhanced pavement located within public roadways shall be identified as an easement in the final plat that includes such roadways and the medians and areas with enhanced pavement located within public roadways shall be maintained by the HOA that is to be formed as described in Condition 4 in Section 4 (Conditions of Rezoning) below; and
- 12) Three (3) additional Streetscape Elements as set forth in section 3-4-3 of the Goodyear Zoning Ordinance shall be incorporated into the development of the Property. These elements shall be agreed upon prior to the approval of a preliminary plat subdividing all or part of the Property; and
- 13) There shall be no modifications to or replacement of any of the amenities, improvements, design elements, landscaping or improvements described above unless the Development Services Director or designee has determined that such modifications or replacements are consistent with the requirements set forth in this Ordinance or provide an equal or greater level of quality and functionality as the amenities, improvements, design elements, landscaping or improvements being modified or replace has approved such modifications.

SECTION 4. CONDITIONS OF REZONING

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

- 1) The approvals of all preliminary plats and all unrecorded final plats that include any portion of the Property and that were approved prior to the effective date of this Ordinance are hereby revoked; and
- 2) A 7.5-acre parcel adjacent to the northwest corner of the 183rd Avenue and Lilac Street alignment, which parcel shall not include any part of the dedicated right-of-way or drainage conveyance channel, shall be dedicated for a future school site unless the Liberty Elementary School District advises the City of Goodyear Zoning Administrator in writing that it does not intend to develop the parcel as a school site. The parcel shall be 7.5 acres unless the Liberty Elementary School District advises the City of Goodyear Zoning Administrator in writing that it requires less than 7.5 acres for the development of a school site on the parcel and identifies the size of the parcel it requires, in which case the size of the parcel shall be the size set forth in the writing from Liberty Elementary School District; and

- 3) Prior to the recordation of the first final plat subdividing all or part of the Property, Owner shall form a homeowners' association ("HOA") for the Property, with said HOA owning and maintaining all open space areas; common areas, and all amenities and enhancements described above, except that the HOA shall not own, any of the enhancements or amenities located within right-of-way conveyed to the City of Goodyear in fee, but shall be responsible for maintaining such amenities and enhancements. With respect to the paths and trails the HOA is responsible for maintaining, the HOA shall ensure that they are cleared, visible, and safely accessible to all users. The HOA shall also be responsible for maintaining all landscaping within the street right-of-way within or abutting the Property except for landscaping within medians located within any arterial street. A note shall be placed on each final plat indicating HOA ownership and/or maintenance responsibilities of these private tracts and public rights-of-way landscaping; and
- 4) All Public Sales Reports for the Property, all final plats and minor land divisions subdividing all or part of 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, and the like; andAll final plats and minor land divisions subdividing all or part of the Property and all site plans for development within the Property shall include notes setting forth the foregoing requirements; and
- 5) Any Owner who rents more than one residential unit within the Property shall include the foregoing disclosures all rental agreements; and
- 6) Signage shall be posted within all sales offices and, if any, all rental office offices that the Property is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; 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 is subject to noise, cheering, pickleball paddles making contact with pickleballs, bouncing balls, splashes and other loud noises commonly associated with recreation centers, parks and the like; and
- 7) 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
- 8) If any of the infrastructure improvements Owner is required to design and construct pursuant to the terms of this Ordinance have been constructed or are being constructed by others, Owner shall remit a payment to the city in the amount of the actual costs incurred in the design and construction such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an engineer's estimate of the costs as approved by the Goodyear City Engineer or his/her designee. The payment required herein does

not apply to the regional water and wastewater lines included within the Cost Recovery Resolution – Wastewater Trunk Lines and the Cost Recovery Resolution – Water Delivery Lines as the obligations to make payments for those lines is addressed in the cost recovery resolutions, zoning stipulations and/or development agreements. The payment requirement herein shall be paid prior to the recordation of the recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any building permit for any structure within the Property, whichever is earlier. Building permits and/or certificates of occupancy shall be withheld until all payments required pursuant to this stipulation have been paid; and

- 9) The Traffic Impact Analysis submitted with the application for rezoning is not approved. An updated Traffic Impact Analysis that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted and approved by the City Engineer or his/her designee prior to the approval of the the first preliminary plat and/or site plan submitted for the development of the Property. The Traffic Impact Analysis shall identify all infrastructure required to accommodate the additional trips generated by the development of Property as rezoned, and the location of all access points from the public right-of-way to the Property, all of which shall comply with all applicable regulations including the requirements in the Engineering Design Standards and Policies Manual. Owner shall construct, at Owner's sole cost all infrastructure identified in the approved Traffic Impact Analysis as being needed to support the development of the property in addition to the infrastructure Owner is required to construct pursuant to the Engineering Design Standards and Policies, this ordinance and the Goodyear City Code. Owner shall dedicate at no cost to the City, the property required for the additional infrastructure identified in the approved Traffic Impact Analysis, which dedication shall be in fee, lien free, and unencumbered except as otherwise approved by the City Engineer. The Traffic Impact Analysis shall be approved by MCDOT, and the existing traffic counts shall be updated to the current year at the time of preliminary plat and/or site plan approval; and
- 10) Except as otherwise expressly modified in the stipulations herein, Owner/Developer shall construct full half-street improvements required for a Major Arterial as set forth in the Engineering Design Standards and Policies (the "Engineering Standards") in effect at the time of construction for the section of S. Perryville Road along or abutting the western boundary of the Property, which includes, but is not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Perryville Road Improvements"). The Perryville Road Improvements shall be completed and accepted by the City Engineer or designee, subject to the completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure within the Property, except for model homes; and
- 11) Owner shall make an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for a median that is required to be constructed pursuant to the within the section of S. Perryville Road along or adjacent to the frontage of the western boundary of the Property (the "S. Perryville Median"). The in-lieu payment for the S. Perryville Median shall be based on the actual cost of the full median and full median landscaping if completed or the estimated cost of the full median and full median landscaping

as determined by the City Engineer or designee. Owner shall remit the in-lieu payment required herein prior to the recordation of the final plat subdividing all or part of the Property; and

- 12) Owner/Developer shall construct full half-street improvements required for a Minor Collector as set forth in the Engineering Standards in effect at the time of construction for the north half of the section of W. Lilac Street (formerly W. Harrison Street) along or abutting the southern boundary of the Property (i.e. between Perryville Road and 183rd Avenue), including, but not limited to, pavement, curb and gutter, landscaping, sidewalks, street frontage landscape and landscape irrigation, and street lighting, and Owner/Developer shall construct additional improvements to the south half of the section of W. Lilac Street between Perryville Road and 183rd Avenue identified in a Traffic Impact Analysis approved by the City Engineer or his designee as being needed to accommodate the traffic that will be generated by the development of the Property (collectively the "Lilac Street Improvements"). The Lilac Street Improvements shall be completed and accepted by the City Engineer or his designee, subject to the completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure within the Property except for model homes; and
- 13) The Owner is responsible for a proportionate share of the costs of the following traffic signals constructed or to be constructed adjacent to the Property. The in-lieu payment shall be made prior to the recordation of the first final plat subdividing all or part of the Property. The in-lieu payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee. Owner's traffic signal obligations include, but may not be limited to:
 - a) 25% of the full traffic signal (all four legs) at S. Perryville Road and W. Lilac Street (formerly W. Harrison Street)
- 14) In addition to being responsible for a proportionate share of the cost of full traffic signals (all four legs) identified above, Owner is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signals located within or directly at any intersection adjacent to the Property, Owner shall, at no cost to the City, convey, in fee, lien free, and free of any easements or encumbrances unless specifically agreed to by the City, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property. In addition, Owner shall make an in-lieu payment to the City towards the cost of the signal. The in-lieu payment will be a percentage of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at a three-way intersection and two corners of the intersection are adjacent to the Property, Owner would be responsible for 67% of the cost of a full traffic signal ($\frac{2}{3}$ X full cost). The in-lieu payment shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee traffic signal. The dedication(s)

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

- 15) Unless previously paid, prior to recordation of the first final plat subdividing all or part of the Property or the approval of the first site plan, whichever is earlier, Owner shall remit a cost recovery payment to the City in the amount of \$702,119 pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional wastewater lines B, E, I, J, and K pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional wastewater lines B, E, I, J and K, which have been fully constructed. No building permits for any structures within the Property shall be issued until this payment has been received by the City; and
- 16) Unless previously paid, prior to recordation of the first final plat subdividing all or part of the Property or the approval of the first site plan, whichever is earlier, Owner shall remit a cost recovery payment to the City in the amount of \$67,798 pursuant to the Cost Recovery Resolution – Water Delivery Lines for regional water line C, which has been completed. No building permits for any structures within the Property shall be issued until this payment has been received by the City; and
- 17) Unless regional water line F in the Cost Recovery Resolution – Water Delivery Lines has been fully completed and all required documentation has been submitted to the City that establishes the actual costs incurred in the construction all of regional water line F when the first final plat subdividing all or part of the Property is recorded or the first construction permit for work within the Property is issued, whichever is earlier, Owner shall remit a cost recovery payment for regional water line F in the amount of \$125,121 prior to recordation of the first final plat subdividing all or part of the Property. If regional water line F has been fully completed and all required documentation has been submitted to the City that establishes the actual costs incurred in the construction all of regional water line F when the first final plat subdividing all or part of the Property is recorded or the first construction permit for work within the Property is issued, whichever is earlier, Owner shall remit a cost recovery payment for Owner's proportionate share of the actual cost of regional water line F subject to the maximum probable cost or regional water line F set forth in the Cost Recover Resolution – Water Delivery Lines, which amount shall be offset by all or a part of the contribution Owner made towards the construction of a portion of regional water line F pursuant to the Development Agreement for West Goodyear Sewer and Water Infrastructure recorded in the official records of Maricopa County at instrument 2017-0220433, which offset cannot be determined until the line has been completed and the final cost of the line has been determined. No building permits for any structures within the Property shall be issued until this payment has been received by the City; and
- 18) The following apply with respect to regional water line D identified in the Cost Recovery Resolution – Water Delivery Lines:
 - a) Owner shall either fully construct Regional water line D or make a cost recovery payment pursuant to the Cost Recovery Resolution – Water Delivery Lines. Regional water line D shall be completed and accepted by

- the City Engineer or his designee, subject to the completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure within the Property;
- b) If regional line water line D has been completed or is under construction at the time the first final plat subdividing all or part of the Property is recorded, Owner remit a cost recovery payment to the City pursuant to the Cost Recovery Resolution – Water Delivery Lines for regional water line D. The amount of the cost recovery payment owed shall be based on the actual cost of regional water line D if it has been completed and the actual cost of regional water line D has been documented and approved by the City Engineer. If regional water line D has not been completed, or if the actual cost of regional water line D has not been documented and approved by the City Engineer, the amount of the cost recovery payment shall be \$123,421.46, which is the amount reflected in the Cost Recovery Resolution – Water Delivery Lines as the maximum probable cost of the proportionate share of regional water line D attributable to the Property;
 - c) If regional water line D is not under construction when the first final plat subdividing all or part of the Property is recorded, Owner shall be responsible for constructing regional water line D and such final plat shall not be recorded until construction plans for regional water line D have been approved by the City Engineer or his designee;
 - d) If regional water line D is under construction by others when Owner seeks to pull a construction permit for work within the Property and Owner has not made a cost recovery payment, the permit shall not be issued until Owner remits a cost recovery payment to the City in the amount of \$123,421.46 pursuant to the Cost Recovery Resolution – Water Delivery Lines for regional water line D;
 - e) If Owner constructs regional water line D and subject to Owner's compliance with all applicable requirements for reimbursements, including, but not limited to the requirements of the Cost Recovery Resolution – Water Delivery Lines, all applicable development agreements, and the requirements in Chapter 24 (Public Improvements Cost Recovery) of the Goodyear City Code; Owner shall be entitled to reimbursements as provided in the Cost Recovery Resolution – Water Delivery Lines and Chapter 24 (Public Improvements Cost Recovery) of the Goodyear City Code; and
- 19) The following apply with respect to regional wastewater line N identified in the Cost Recovery Resolution – Wastewater Trunk Lines:
- a) Owner shall either fully construct regional wastewater line N or make a cost recovery payment pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines. Regional wastewater line N shall be completed and accepted by the City Engineer or his designee, subject to the completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure within the Property;
 - b) If regional wastewater line N has been completed or is under construction at the time the first final plat subdividing all or part of the Property is recorded, Owner remit a cost recovery payment to the City pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional wastewater line N. The amount of the cost recovery payment owed shall be based on the actual cost of regional wastewater line N if it has been completed and the

- actual cost of regional wastewater line N has been documented and approved by the City Engineer. If regional wastewater line N has not been completed, or if the actual cost of regional wastewater line N has not been documented and approved by the City Engineer, the amount of the cost recovery payment shall be \$292,243.58, which is the amount reflected in the Cost Recovery Resolution – Wastewater Trunk Lines as the maximum probable cost of the proportionate share of regional wastewater line N attributable to the Property;
- c) If regional wastewater line N is not under construction when the first final plat subdividing all or part of the Property is recorded, Owner shall be responsible for constructing regional wastewater line N and such final plat shall not be recorded until construction plans for regional wastewater line N have been approved by the City Engineer or his designee;
 - d) If regional wastewater line N is under construction by others when Owner seeks to pull a construction permit for work within the Property and Owner has not made a cost recovery payment, the permit shall not be issued until the permit shall not be issued until Owner remits a cost recovery payment to the City in the amount of \$292,243.58 pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional wastewater line N;
 - e) If Owner constructs regional wastewater line N and subject to Owner's compliance with all applicable requirements for reimbursements, including, but not limited to the the requirements of the Cost Recovery Resolution – Wastewater Trunk Lines, all applicable development agreements, and the requirements in Chapter 24 (Public Improvements Cost Recovery) of the Goodyear City Code; Owner shall be entitled to reimbursements as provided in the Cost Recovery Resolution – Wastewater Trunk Lines and Chapter 24 (Public Improvements Cost Recovery) of the Goodyear City Code; and
- 20) Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to approval of the first site plan for development within the Property, prior to the recordation of the first final plat subdividing all or part of the Property or prior to issuance of any construction permits for work within the Property, whichever is earlier; and
- 21) Owner/Developer is responsible for constructing all drainage facilities required to convey, retain, and/or otherwise dispose of on-site storm-water run-off and storm-water run-off from adjacent streets and all drainage facilities required to convey and dispose of off-site storm water run-off from north of the Property, including an Emergency Conveyance Channel through the Property. Owner/Developer shall complete the entire Emergency Conveyance Channel, prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure, within the Property. The drainage facilities, including the Emergency Conveyance Channel, shall be owned and maintained by the HOA; and
- 22) In addition to the constructing the specific infrastructure identified in the stipulations herein, Owner/Developer shall construct, at no cost to the City, all public infrastructure improvements within and outside the boundaries of the Property: (i) needed for the city to provide water and wastewater services to the Property and (ii) required to be constructed 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 Engineering Standards; and

- 23) 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, including rights-of-way and/or easements needed for the construction of any regional water delivery lines identified in the Cost Recovery Resolution – Water Delivery Lines as benefitting the Property and/or for the construction identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property; (ii) required to be dedicated under applicable laws, codes, ordinances, rules, regulations, standards, and guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the Stipulations herein, and/or (vi) required for public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this Ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made at the earlier of the following: (i) prior to or concurrent with recordation of a final plat that includes the area in which the portion of the Property to be dedicated is located or (ii) prior to the issuance of any construction permit, including grading permits, for work of any public infrastructure Owner/Developer is required to construct; or (iii) when requested by the City Engineer or his designee if needed for the construction of public infrastructure by the City or other; and
- 24) In addition to compliance with the Stipulations set forth herein, the development of the Property shall comply with all applicable federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property, including, but not limited to: the Goodyear Zoning Ordinance; the City of Goodyear subdivision regulations, Building Codes and Regulations; the City of Goodyear's Engineering Design Standards and Policies; and the Maricopa County Association of Governments standards for public works construction, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and
- 25) Notwithstanding anything to the contrary in this Ordinance, Owner shall convey the right-of-way and/or easements that are to be conveyed pursuant to the terms of this Ordinance prior to the deadlines for conveyance set forth herein upon the

written request by the City Engineer or his/her designee if such right-of-way and/or easement(s) are required for the construction of public infrastructure improvements by the city or others; and

26) Owner agrees that compliance with the following shall satisfy the obligations under applicable development regulations to provide financial assurances to ensure the construction of external and internal infrastructure:

a) Internal Infrastructure shall be all infrastructure improvements required under applicable development regulations needed to serve the Property that will be owned by the City of Goodyear and that are located within the boundaries of the Property and are intended to primarily serve the Property. This includes by way of example, internal streets, collectors, intersections, sidewalks, street landscaping, water lines, and wastewater lines. For Internal Infrastructure, Owner's financial assurance obligation shall, be satisfied by Building Permit Hold as described herein. Except as otherwise provided herein, the City shall not issue any building permits for any structure within the portion of the Property that is subject to recorded final plat until all of the Internal Infrastructure that is to be constructed within the platted property has been completed and accepted by the City or the City has been provided subdivision bond that meets the requirements set forth in the City of Goodyear Engineering Design Standards and Policies as they may be amended from time to time. If the construction of the Internal Infrastructure is being phased pursuant to an approved phasing plan, permits for structures within the phased property shall be issued only after all of the Internal Infrastructure identified in the approved phasing plan as being needed to serve the phased property has been completed and accepted by the City or, the City has been provided a subdivision bond that meets the requirements set forth in the City of Goodyear Engineering Design Standards and Policies as they may be amended from time to time. The City shall issue building permits and certificates of occupancy for model homes within platted property and phased property prior to the completion of the Internal Infrastructure that is to be completed within the platted property upon the determination of the City Engineer or his designee that all of the External Infrastructure has been completed and all Internal Infrastructure needed to serve the model homes has been constructed and the model homes otherwise comply with all other applicable development regulations. Notwithstanding anything to the contrary in this Ordinance, no certificate of occupancy shall be issued for any structure within the Property unless the City Engineer or his designee determine that all of the External Infrastructure and Internal Infrastructure needed to serve the structure has been constructed and the structure otherwise complies with all other applicable development regulations.

b) External Infrastructure includes all infrastructure improvements required under applicable development regulations and the Stipulations set forth herein that will be owned by the City of Goodyear and that located along the perimeter of the Property or outside the boundaries of the Property, which includes by way of example, water lines, wastewater lines, South Perryville Street, W. Lilac Street (formerly W. Harrison Street); and any intersection improvements for intersections located in whole or in part on an arterial street adjacent to the Property. For External Infrastructure Owner is required to construct in conjunction with the recordation of a final plat and/or approval of site plan within the Property, Owner shall provide financial assurances in the form of: (i) subdivision bond that meets the requirements set forth in the City

of Goodyear Engineering Design Standards and Policies as they may be amended from time to time; (ii) the establishment of an escrow account with funds in an amount sufficient to cover the estimated costs of the External Infrastructure; or (iii) an irrevocable letter of credit, in form acceptable to the City Attorney or his designee, in an amount sufficient to cover the estimated costs of the External Infrastructure. The City shall be entitled, without liability to the City, to withhold construction permits for any work within the Property other than at-risk grading until financial assurances for the External Infrastructure described herein has been provided to the City.

27) If there are any contradictions between this Ordinance and the Existing Amber Meadows Development Agreement then this Ordinance will be the superseding ruling document

SECTION 5. ABRIDGMENT OF OTHER LAWS

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

SECTION 6. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain document titled, "Supplementary Zoning Map No. 22-16," declared a public record by Resolution 2022-2292, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. CORRECTIONS

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

SECTION 8. SEVERABILITY

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

SECTION 9. EFFECTIVE DATE

Unless successfully referred to the people, this Ordinance shall become effective at the later of the following: (i) the date a fully executed document terminating the Existing Development Agreement for Amber Meadows as described above is recorded in the official records of Maricopa County and (ii) thirty days from the date this Ordinance is adopted.

SECTION 10. PENALTIES

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

Section 1-2-3 Violations and Penalties

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