City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, October 30, 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

Monday, October 30, 2023	5:00 p.m.	Meeting Agenda

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. **APPROVAL OF MINUTES**

   RECOMMENDATION

   Approve the draft minutes from the October 16, 2023 Regular Meeting. (Darcie McCracken, City Clerk)

2. **AMENDMENT TO THE EFFLUENT DISCHARGE AGREEMENT BETWEEN CITY OF GOODYEAR AND BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT**

   RECOMMENDATION

   Authorize the City Manager to execute the amendment to the existing Effluent Discharge Agreement with the Buckeye Water Conservation and Drainage District. (Barbara Chappell, Water Services Director)

3. **CAPITAL IMPROVEMENT PLAN (CIP) PROJECT 61014 GOODYEAR WATER RECLAMATION FACILITY 9.5 MGD EXPANSION AND AUTHORIZE RELATED BUDGET AMENDMENTS**

   RECOMMENDATION

   Approve Capital Improvement Plan (CIP) project 61014 Goodyear Water Reclamation Facility 9.5 mgd (ADD) Expansion and related budget amendment for design and pre-construction services of $7,000,000. (Barbara Chappell, Water Services Director)

4. **APPROVE ACCEPTANCE OF THE ARIZONA DEPARTMENT OF ADMINISTRATION ("ADOA") GRANT AWARD FOR A FIRE INCIDENT MANAGEMENT SYSTEM FOR THE GOODYEAR FIRE DEPARTMENT**

   RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2361 AUTHORIZING ACCEPTANCE OF A GRANT AWARD FROM THE ARIZONA DEPARTMENT OF ADMINISTRATION ("ADOA") FOR $344,080 FOR THE GOODYEAR FIRE DEPARTMENT FOR A FIRE INCIDENT MANAGEMENT SYSTEM, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO THE GRANT AWARD AND AUTHORIZING A BUDGET TRANSFER TO ALLOW FOR THE EXPENDITURE OF THE GRANT. (Tim Wayne, Deputy Fire Chief)

5. **AMEND CHAPTER 11 SECTION 11-1-8 (NOISE) OF GOODYEAR CITY CODE**

RECOMMENDATION

ADOPT ORDINANCE NO. 2023-1596 AMENDING CHAPTER 11, ARTICLE 11-1 (OFFENSES) OF GOODYEAR CITY CODE; PROVIDING FOR CORRECTIONS, SEVERABILITY, PENALTIES, AND AN EFFECTIVE DATE. (Anthony A. Polse, Assistant City Attorney)

6. **FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 2**

RECOMMENDATION

Approve the Final Plat of Avion at Ballpark Village Phase 2, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

7. **AUTHORIZE THE EXECUTION OF A FIBER OPTIC EASEMENT AGREEMENT ACROSS CITY RIGHT-OF-WAY**

RECOMMENDATION

Approve the execution of a new Fiber Optic Easement Agreement between City of Goodyear and SDC PHX I, LLC (Stream Data Centers) granting an easement under two sections of South 141st Avenue. (Kevin Spicer, Real Estate Services Specialist)

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

8. **REZONE NORTH AND EAST OF THE NORTHEAST CORNER OF CITRUS ROAD AND INDIAN SCHOOL ROAD TO I-1 (LIGHT INDUSTRIAL)**

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2340 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1588 REZONING APPROXIMATELY 32.43 ACRES OF LAND LOCATED NORTH OF THE NORTHEAST CORNER OF CITRUS ROAD AND INDIAN SCHOOL ROAD FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL).

2. ADOPT ORDINANCE NO. 2023-1588 CONDITIONALLY REZONING APPROXIMATELY 32.43 ACRES OF LAND LOCATED NORTH AND EAST OF THE NORTHEAST CORNER OF CITRUS ROAD AND INDIAN SCHOOL ROAD FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; 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. (Karen Craver, Principal Planner)

9. **SPECIAL USE PERMIT FOR A PRIVATE CLUB LOCATED AT 1572 S. COTTON LANE**

RECOMMENDATION

Approve a Special Use Permit for a private club on an approximately 3-acre parcel, zoned C-1 (Neighborhood Commercial) located at 1572 South Cotton Lane (the “Property”) subject to stipulations. (David Williams, Contract Planner)

10. **SPECIAL USE PERMIT FOR THE EXTENSION OF A LAND RECLAMATION PROJECT LOCATED AT THE SOUTHWEST CORNER OF WEST ROOSEVELT STREET AND NORTH 158TH AVENUE**

RECOMMENDATION

Approve the request for a Special Use Permit to continue the existing Fusaro Land Reclamation Project on an approximately 29.4-acre parcel, generally located at the southwest corner of West Roosevelt Street and North 158th Avenue, within the Agricultural (AG) and Canyon Trails Phase I Planned Area Development (PAD) Districts subject to compliance with stipulations. (Ann Dolmage, Senior Planner)

11. **GOODYEAR MUNICIPAL COMPLEX REZONE**

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2353 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1594 REZONING APPROXIMATELY 17.6 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF 145TH AVENUE AND VAN BUREN STREET FROM I-1 (LIGHT INDUSTRIAL PARK) TO PAD (PLANNED AREA DEVELOPMENT) WITH UNDERLYING PFD (PUBLIC FACILITIES DISTRICT) ZONING AND A PAD (PLANNED AREA DEVELOPMENT) OVERLAY.

2. ADOPT ORDINANCE NO. 2023-1594 CONDITIONALLY REZONING APPROXIMATELY 17.6 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF VAN BUREN STREET AND 145TH AVENUE FROM I-1 (LIGHT INDUSTRIAL PARK) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING

DISTRICT WITH AN UNDERLYING ZONING OF PFD (PUBLIC FACILITIES DISTRICT) WITH A PAD (PLANNED AREA DEVELOPMENT) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; 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. (Ann Dolmage, Senior Planner)

12. **REZONE 37.45 ACRES LOCATED NORTHEAST AND SOUTHEAST OF ESTRELLA PARKWAY AND SAN MIGUEL DRIVE, KNOWN AS ESTRELLA PARCELS 12.25, 12.36 & 80 NOTCH, FROM PLANNED AREA DEVELOPMENT (PAD) TO R1-6 WITH PAD OVERLAY**

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2344, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE NO. 2023-1591 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – ESTRELLA PARCELS 12.25, 12.36 & 80 NOTCH.

2. ADOPT ORDINANCE NO. 2023-1591, CONDITIONALLY REZONING APPROXIMATELY 37.45 ACRES OF PROPERTY LOCATED AT THE NORTHEAST AND SOUTHEAST CORNERS OF ESTRELLA PARKWAY AND SAN MIGUEL DRIVE TO BE KNOWN AS ‘ESTRELLA PARCELS 12.25, 12.36 & 80 NOTCH’, FROM PLANNED AREA DEVELOPMENT (PAD) TO PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT; 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, AICP, Principal Planner)

BUSINESS

13. **COMMERCIAL TOURISM RESORT AND HOTEL SIGN FREE ZONE**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2336, AUTHORIZING ESTABLISHING CRITERIA FOR COMMERCIAL TOURISM RESORT AND HOTEL SIGN FREE ZONES PURSUANT TO A.R.S. § 16-1019(F) WITHIN THE CITY LIMITS OF THE CITY OF GOODYEAR AND PROVIDING EFFECTIVE DATE. (Christian M. Williams, AICP, Principal Planner)

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:

November 13, 2023	Council Meeting	5:00 p.m.

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 10/25/2023 at 4:45 p.m. by PP.

ITEM #: 1.
DATE: 10/30/2023
AI #:1178

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

RECOMMENDATION
Approve the draft minutes from the October 16, 2023 Regular Meeting. (Darcie McCracken, City Clerk)

Attachments
October 16, 2023 Regular Meeting draft minutes

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

Monday, October 16, 2023	**Immediately Following the Work Session that begins at 5:00 p.m.**	**Meeting Minutes**

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:35 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 Wynette Reed; City Attorney Roric Massey; City Clerk Darcie McCracken

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL

APPOINTMENTS

1. **APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES**

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Brannon Hampton to APPROVE the appointments and re-appointments as listed. 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 thanked everyone for their service to the City of Goodyear.

City Clerk Darcie McCracken administered the oath to those present.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Kathy Rhone, a Goodyear resident, spoke about bicycle roadway improvements and requested the Council look at barriers to keep vehicular traffic separate from bicycles. Mayor Pizzillo asked the Manager to follow-up.

CONSENT

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda Items 2 through 10. 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

2. **APPROVAL OF MINUTES**

Approve the September 22, 2023 Special Meeting draft minutes and the September 25, 2023 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

3. **2024 COUNCIL MEETING CALENDAR**

RECOMMENDATION

Approve the 2024 Council Meeting Calendar. (Darcie McCracken, City Clerk)

4. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR OREGANO'S PIZZA BISTRO**

RECOMMENDATION

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 256315, a request by Steven David Dunsire, owner of Oregano's Pizza Bistro for a new series 12 liquor license. Oregano's Pizza Bistro is located at 15280 W McDowell Rd., Goodyear, AZ 85395. (Darcie McCracken, City Clerk)

5. **AUTHORIZATION OF EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CAPITAL IMPROVEMENT PROJECT #50050 – LOMA LINDA SITE IMPROVEMENTS**

RECOMMENDATION

Authorize the expenditure of funds for the Loma Linda Pool Improvement project in an amount not to exceed $2,569,200. (Mike Beadle, Recreation Superintendent)

6. **DEDICATION OF RIGHT OF WAY FOR ROADWAY IMPROVEMENTS ON CITRUS ROAD**

RECOMMENDATION

1. Authorize the acceptance and execution of a Special Warranty Deed from Citrus Land, Inc., conveying right-of-way needed for roadway improvements on Citrus Road as required by the City of Goodyear for the Abel Ranch Development.

2. Authorize the acceptance and execution of a Special Warranty Deed from Southwest Next NEC Indian School and Citrus, LLC, conveying right-of-way needed for roadway

improvements on Citrus Road as required by the City of Goodyear for the Abel Ranch Development. (Kevin Spicer, Real Estate Specialist)

7. **APPROVE BUDGET AMENDMENTS**

RECOMMENDATION
Approve budget amendments. (Ryan Bittle, Finance Manager)

8. **APPROVE EXPENDITURES TO REPLACE FIRE APPARATUS PUMPER UNITS 993, 994, AND 995, AND RELATED BUDGET TRANSFERS**

RECOMMENDATION
Approve budget amendments and authorize expenditure of funds from the Fleet Asset Management fund earmarked for FY2027 in FY2024 to place an early order for the replacement of Fire Apparatus units 993, 994, and 995. (Kevin Devery, Fleet Superintendent)

9. **ADOPT RESOLUTION AND RENEW INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN CITY OF GOODYEAR AND TOWN OF GUADALUPE FOR JUDICIAL SERVICES**

RECOMMENDATION
ADOPT RESOLUTION NO. 2023-2357 AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF GUADALUPE FOR JUDICIAL SERVICES FOR CASES FILED PRIOR TO JULY 1, 2020. (Crystal Whelan, Court Administrator)

Council asked if this was a renewal and Court Administrator Crystal Whelan responded yes. Council asked if the Court was up-to-date with case processing since they had been so long without a presiding judge and Ms. Whelan responded that yes the Court is current with all case processing.

10. **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE CITY OF AVONDALE HUMAN TRAFFICKING TASK FORCE**

RECOMMENDATION
Authorize the City Manager or designee to execute the Amended and Restated Intergovernmental Agreement (IGA) with the City of Avondale's West Valley Human Trafficking Task Force which shall supersede the previously approved agreement. (Santiago Rodriguez, Chief of Police)

BUSINESS

11. **ADOPT LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN; AND PROVIDE FOR AN EFFECTIVE DATE**

Deputy Finance Director Jared Askelson presented information on the Land Use Assumptions and Infrastructure Improvement Plan. Council asked if there were opportunities to make any adjustments. Mr. Askelson responded, yes, but only adjustments reducing the fees would be allowed.

MOTION BY Councilmember Sheri Lauritano, **SECONDED BY Councilmember Vicki Gillis to ADOPT RESOLUTION NO. 2023-2324 ADOPTING THE LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN (IIP), PROVIDING FOR CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE. 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

[The correct Resolution Number is 2023-2343.]

12. **EMPLOYMENT AGREEMENT FOR NEW PRESIDING MUNICIPAL JUDGE**

Human Resources Director Lyman Locket reviewed the process taken to select the new judge. He then reviewed the employment agreement for Manuel Delgado as the new Presiding Municipal Judge.

Council congratulated Judge Delgado and thanked staff and the Judicial Advisory Committee for their efforts to select the judge.

Judge Delgado introduced his family and thanked Council for this opportunity.

City Clerk McCracken administered the oath of office to Judge Delgado.

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Sheri Lauritano to APPROVE the Employment Agreement for new Presiding Judge Manuel Delgado. 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

City Manager Wynette Reed reported that the Arizona Fall League triple header occurred on Saturday and Mayor Pizzillo threw out the first pitch with 1,411 people attending.

Council inquired about the BMX event that took place over the weekend. Ms. Reed responded that information would be provided to Council.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

October 19, 2023	Council Retreat	8:30 a.m.
October 23, 2023	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:04 p.m.

_____ _____

Darcie McCracken, City Clerk Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on October 16, 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: 10/30/2023
AI #:1665

CITY COUNCIL ACTION REPORT

SUBJECT: AMENDMENT TO THE EFFLUENT DISCHARGE AGREEMENT BETWEEN CITY OF GOODYEAR AND BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

Amending the existing Effluent Discharge Agreement with the Buckeye Water Conservation Drainage District (BWCDD) to increase the allowable amount of discharge of effluent into the BWCDD canal from 6 MGD to 7.5 MGD.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

Authorize the City Manager to execute the amendment to the existing Effluent Discharge Agreement with the Buckeye Water Conservation and Drainage District. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

There is no direct budget impact associated with the adoption of this Amendment.

BACKGROUND AND PREVIOUS ACTIONS

Effluent from the Goodyear Water Reclamation Facility is typically pumped north from the plant to the Soil Aquifer Treatment (SAT) facility site at the northwest corner of Van Buren and Estrella Parkway where it is recharged for Long-Term Storage Credits. Due to operational issues, there are times when a portion of the effluent cannot be pumped to the SAT recharge facility. In the past, the excess effluent had been typically discharged to the Gila River which due to the Total Maximum Daily Load allowances poses potential water quality issues. To avoid such issues in the Gila River, the City entered into the Effluent Discharge Agreement with the Buckeye Water Conservation Drainage District (BWCDD) in 2019 to direct overflow discharges into the BWCDD canal. Under the terms of the 2019 Agreement, the city agreed to fund the costs of making improvements to the BWCDD canal so that it could accept an

increase in the volume of class A+ effluent discharges from the city. Upon completion of the improvements, the city was entitled to deliver up to 6 MGD of class A+ effluent into the BWCDD canal. The improvements to the canal have been completed and have the capacity to accept additional discharges of class A+ effluent from the city.

STAFF ANALYSIS

It is the city's policy to recharge all effluent in the SAT site to earn Long-Term Storage Credits in support of the city's Designation of Assured Water Supply. The city's preference is not to discharge any water; however, due to the volume of water versus the pipe size, there are challenges in delivering all of the water to the SAT site. As growth continues in the City's water service area, sewer inflows increase; therefore, producing more effluent that needs to be discharged. In order to avoid water quality issues and possibly violations by discharging to the Gila River, the city would like to amend the existing agreement to increase the maximum volume of class A+ effluent discharged to the BWCDD canal from 6 MGD to 7.5 MGD.

Attachments

Amendment 1 to the Effluent Discharge Agreement

AMENDMENT NO. 1

TO

AGREEMENT

BETWEEN THE CITY OF GOODYEAR

AND

BUCKEYE WATER CONSERVATION & DRAINAGE DISTRICT

FOR IMPROVEMENTS TO THE BWCDD CANAL AND DISCHARGE OF CITY EFFLUENT INTO THE BWCDD CANAL

Project Name:
Effluent Discharge And Canal Improvements

This Amendment No. 1 ("Amendment No. 1") to Agreement between the City of Goodyear (the "City"), a political subdivision of the State of Arizona, County of Maricopa, and the Buckeye Water Conservation and Drainage District, a political subdivision of the State of Arizona ("BWCDD") for Improvements to the BWCDD Canal and Discharge of City Effluent into the BWCDD Canal, (the "Agreement"), is entered to increase the volume of Class A+ effluent the City can discharge from its 157th Avenue Water Reclamation Facility into a water delivery canal owned and operated by BWCDD (the "Canal") from 6 MGD to 7.5 MGD and to require the installation of flow meter to measure such discharges. The City and BWCDD are collectively referred to as the Parties or individually as a Party.

STATUTORY AUTHORIZATION

1. A.R.S. 48 Chapter 19, Section 48-2978.13, et seq., Authorizes the District to Exercise exclusive control over all District facilities, rights-of-ways, and other district properties.

2. A.R.S. Section 11-951, et seq., authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

3. The City provides water and wastewater services to its customers within its service area.

4. The City is required to dispose of the Class A+ effluent produced at its 157th Avenue Water Reclamation Facility

5. BWCDD is able to put Class A+ effluent to beneficial use and the City and BWCDD entered into that certain Effluent Discharge Agreement dated June 24, 2019, as amended (the "Initial Discharge Agreement") that allowed the City to discharge 2 MGD of Effluent from the City's 157th Avenue Water Reclamation Facility into a water delivery canal owned and operated by BWCDD (the "Canal").

6. Subsequently, the Parties entered that certain Agreement Between the City of Goodyear and Buckeye Water Conservation & Drainage District For Improvements to the BWCDD Canal and Discharge of City Effluent Into The BWCDD Canal (the "Agreement") pursuant to which the City paid BWCDD for certain improvements to be made to its Canal in exchange for the City having the right to discharge up to 6 MGD of Class A+ Effluent into the Canal.

7. The City desires to increase the discharge of effluent into the Canal from 6 MGD to 7.5 MGD.

8. The purpose of this Amendment No. 1 is to establish the City's right to discharge 7.5 MGD of Class A+ Effluent into the Canal and to identify and define the responsibilities of the City with respect to meter requirements.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS OF THE AGREEMENT

9. **Incorporation of Provisions.** The foregoing provisions are incorporated herein by this reference as if fully set forth herein and are acknowledged and agreed to by the Parties.

10. **Effective Date.** This Amendment No. 1 shall be effective as of the date all of the following has occurred (i) this Amendment No. 1 is approved by the Board of Directors of BWCDD and executed by the Board of Directors of BWCDD or their designee; and (ii) this Amendment No. 1 is approved by the Goodyear City Council and fully executed by the Goodyear City Manager.

11. **Section 16.2.** Section 16.2 of the Agreement is amended as follows:

> 16.2 Discharge to Canals. The City shall have the right to discharge up to 7.5 MGD of Class A+ effluent into the Canal.

12. **Section 16.4.** Section 16.4 of the Agreement is amended as follows:

> 16.4 Metering. All discharges to the Canal shall be properly metered and reported on a monthly basis, and all costs related to metering and reporting shall be paid for by the City. The City shall have 90 days from the Effective

Date of this Amendment No. 1 to install a flow meter acceptable to BWCDD.

GENERAL TERMS AND CONDITIONS

12. **Agreement.** Except as provided herein, all other provisions of the Agreement remain in full force and effect.

13. **Entire Agreement**. This Amendment No. 1 and the Agreement, including all Exhibits attached thereto, constitutes the entire understanding between the Parties regarding the subject matter of the Agreement.

14. **Counterparts**. This Amendment No. 1 may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement, binding on all the Parties. Further this Amendment No. 1 may be executed and delivered by electronic transmission. A manually signed copy of this Amendment No. 1 delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment No. 1.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1.

(Signatures on the following page)

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT, a political subdivision of the State of Arizona

Recommended by:

Noel Carter
Its: General Manager

Accepted by:

_____

Date: _____

Approved as to form:

By:_____
Attorney for BWCDD

CITY OF GOODYEAR, a political subdivision of the State of Arizona

Recommended by:

_____
Barbara Chappell
Its: Public Works Director

Accepted by:

_____
Wynette Reed, City Manager
Date: _____

Approved as to form:

By:_____
Attorney for the City

ITEM #: 3.
DATE: 10/30/2023
AI #:1704

CITY COUNCIL ACTION REPORT

SUBJECT: CAPITAL IMPROVEMENT PLAN (CIP) PROJECT 61014 GOODYEAR WATER RECLAMATION FACILITY 9.5 MGD EXPANSION AND AUTHORIZE RELATED BUDGET AMENDMENTS

STAFF PRESENTER(S): Barbara Chappell, Water Services Director; Lisa Melton, Senior Project Manager

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SUMMARY

Creation of CIP project 61014 Goodyear Water Reclamation Facility (GWRF) 9.5 mgd Average Day Demand (ADD) Expansion and authorize related budget amendments for design services.

STRATEGIC PLAN ALIGNMENT

Quality of Life

Economic Vitality

RECOMMENDATION

Approve Capital Improvement Plan (CIP) project 61014 Goodyear Water Reclamation Facility 9.5 mgd (ADD) Expansion and related budget amendment for design and pre-construction services of $7,000,000. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

Design and expansion of the GWRF is currently included in FY2027 (project 61-24-433) of the CIP with a design budget of $7,000,000 and construction budget of $80,000,000 representing a 3.0 MGD expansion completely funded through North Wastewater Development Impact Fees. This request reduces the initial planned expansion from 3.0 MGD to 2.0 MGD and advances funding to FY2024 enabling the commencement of the design phase, including pre-construction, while the construction timeline remains contingent on a continuous assessment of capacity, growth, and budget availability. Funding for this phase is available in the North DIF and Water Operations funds.

Due to planned process changes which impact current operations, funding will be proportionately split between the North Wastewater Development Impact Fee and the

Wastewater Operating enterprise fund. This technology change was not anticipated as part of the current wastewater operating rates and will need to be factored into future rate studies.

BACKGROUND AND PREVIOUS ACTIONS

A master plan of the GWRF was recently completed as part of CIP project 60112 (2023). The master plan included a comprehensive evaluation of treatment technologies, buildout capacity, site footprint, staffing needs and capital costs. Based on projected growth, a phased expansion is recommended - 10-year capacity (9.5 mgd); buildout capacity (11.0 mgd). The need for the first phase of expansion is anticipated by 2027.

STAFF ANALYSIS

The City is currently engaged in several initiatives aimed at enhancing capacity at the GWRF, which include a re-rate project (#60109) and master plan (#60112). At the completion of the re-rate, the GWRF will increase capacity from 6.0 to 7.5 mgd, addressing short term growth and removing the need for enhanced monitoring as required by the Maricopa County Environmental Services Department. The master plan identified there will be a need for expansion by 2027 to accommodate future growth, even with a reduction in brine flow expected by FY2025. The city is proposing to move this project forward to have a design solution in place to evaluate the construction timeline and costs during FY2025.

ITEM #: 4.
DATE: 10/30/2023
AI #:1705

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE ACCEPTANCE OF THE ARIZONA DEPARTMENT OF ADMINISTRATION ("ADOA") GRANT AWARD FOR A FIRE INCIDENT MANAGEMENT SYSTEM FOR THE GOODYEAR FIRE DEPARTMENT

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

SUMMARY

The Arizona Department of Administration's ("ADOA") Fire Incident Management System grant program provides funding to public safety departments to assist with incident response strategies. The department is seeking the funding to implement the incident command software.

STRATEGIC PLAN ALIGNMENT

Quality of Life | Fiscal Resource Management | Economic Vitality | Sense of Community

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2361 AUTHORIZING ACCEPTANCE OF A GRANT AWARD FROM THE ARIZONA DEPARTMENT OF ADMINISTRATION ("ADOA") FOR $344,080 FOR THE GOODYEAR FIRE DEPARTMENT FOR A FIRE INCIDENT MANAGEMENT SYSTEM, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO THE GRANT AWARD AND AUTHORIZING A BUDGET TRANSFER TO ALLOW FOR THE EXPENDITURE OF THE GRANT. (Tim Wayne, Deputy Fire Chief)

STIPULATIONS

Upon expiration of the Agreement on October 31, 2026, the City will become responsible for covering all costs associated with the incident management system.

FISCAL IMPACT

The approximate cost of the Adashi Fire Incident Management System is $344,080. The Adashi Proposal provided a break-down of the award amount per year, for the term of the agreement effective September 1, 2023, through October 31, 2026. The breakdown for each year of the agreement is as follows:
Year 1: $111,872
Year 2: $114,672
Year 3: $117,536
The annual cost includes 8 applications for Adashi Critical Incident Management Suite, Adashi First Response MDT, Adashi C&C, Adashi Alert, Adashi LiveView, and Adashi Notify. Additionally, Adashi will provide ongoing support and maintenance.

BACKGROUND AND PREVIOUS ACTIONS

The Goodyear Fire Department applied for a Fire Incident Management Grant through the State, per Laws 2022, Ch. 313, Sec. 2 of the Second Regular Session. Additionally, this law allows the ADOA the ability to administer the grant program to support implementation of a comprehensive fire incident management and response system, deploying a secure platform and providing collaboration and communication solutions.

Adashi Systems is a United States based company that provides technological solutions for first responders worldwide that assists in managing incidents efficiently, effectively and safely. Departments have utilized Adashi Systems as a vital part of incident response strategy because of the many capabilities it provides when managing all scale incidents, which can impact response times, decision making and incident management. This platform has been specifically designed to enhance staffing, notifications, response, management, and the reporting of critical incidents with an all-in-one approach.

The current process utilizes paper forms to document emergency scenes, which includes tracking of resources, apparatus, and personnel. The incident command has isolated and limited communication options while managing the scene.

STAFF ANALYSIS

The Fire Incident Management System is based on Federal Emergency Management Agency standards to support fire and law enforcement agency collaboration when responding to emergency situations. This platform enhances firefighter safety by providing telemetry-based firefighter safety monitoring and the ability to share collaborative maps, building floor plans and images between public safety agencies.

The system clearly defines chain of command, utilizes common terminology, supports the safety of fire crews and is an efficient use of resources. The system will utilize a comprehensive document included within Image Trend which provides a detailed account of actions taken at the incident.

Attachments

Resolution
Grant Proposal
Agreement

RESOLUTION NO. 2023-2361

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING ACCEPTANCE OF A GRANT AWARD FROM THE ARIZONA DEPARTMENT OF ADMINISTRATION ("ADOA") FOR $344,080 FOR THE GOODYEAR FIRE DEPARTMENT FOR A FIRE INCIDENT MANAGEMENT SYSTEM, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO THE GRANT AWARD AND AUTHORIZING A BUDGET TRANSFER TO ALLOW FOR THE EXPENDITURE OF THE GRANT.

WHEREAS, the city of Goodyear has applied for and been awarded a grant from the Arizona Department of Administration to purchase a Fire Incident Management System for the Goodyear Fire Department; and

WHEREAS, the incident management system would enable the deployment of a secure platform and provide a collaborative and communication solution for incident responses; and

WHEREAS, the grant award is for a three year period effective September 1, 2023 thru October 31, 2026, in which the City would be responsible for covering all costs associated with the incident management system.

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

SECTION 1. The City Manager, or her designee, is hereby authorized to submit an application to the Arizona Department of Administration ("ADOA") for the Fire Incident Management System for an amount not to exceed $344,080.

SECTION 2. The City will enter into a Grant Agreement with the Arizona Department of Administration ("ADOA") to implement the system that has been approved.

SECTION 3. The City Manager is hereby authorized to execute all documents relating to this application and any grant offer resulting from such application.

SECTION 4. Grant funds have been awarded to the City of Goodyear, and the City Council hereby approves necessary budget transfers in the amount of the awarded funds.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Katie Hobbs
Governor

Elizabeth Alvarado-Thorson
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

OFFICE OF THE DIRECTOR
100 NORTH FIFTEENTH AVENUE • SUITE 302
PHOENIX, ARIZONA 85007
(602) 542-1500

June 12, 2023

To All Interested Applicants,

Dear Applicants,

We are pleased to share with you the Fire Incident Management Grant, which provides funding opportunities to municipal fire departments and fire districts in Arizona. This program will provide grants to the departments and districts that aim to support the implementation of a secure incident management platform.

Posted onto the ADOA Grant Opportunities website, you will find the Request for Grant Applications (RFGA) document, which provides comprehensive information on how to apply for this grant. The RFGA serves as a guide to interested fire districts and departments, outlining eligibility criteria, the application process, and evaluation criteria.

Applications for the Fire Incident Management System Grant will be accepted on a first-come, first-serve basis. We encourage fire departments and fire districts to begin their applications on June 13th, 2023, using the eCivis platform. The deadline for an application submission is open-ended, until funding is no longer available.

For any questions or technical assistance regarding the application process or the eCivis system, please contact our Grants & Special Programs Administrator, Mike Gurr, at mike.gurr@azdoa.gov.

Sincerely,

Elizabeth Alvarado-Thorson
Director

ARIZONA

DEPARTMENT OF ADMINISTRATION

Fire Incident Management System Grant
Notice of Funding Availability
Request for Grant Applications

Updated 6/8/2023

Eligibility:

State of Arizona Municipal Fire Departments and Fire Districts

Open Date:

Applications may be started in eCivis on June 13th, 2022.

Awards will be made on a fire-come, first-serve basis.

Deadline:

Applications are open until funding is no longer available.

For Assistance:

If you have questions about this grant solicitation or are having difficulties with eCivis, please contact:

Mike Gurr, Grants Administrator

mike.gurr@azdoa.gov

Introduction

The Arizona Department of Administration is publishing this notice to announce the availability of funds for the Fire Incident Management System Grant. The program is designed to provide grants to municipal fire departments and fire districts for hardware and software that:

1. Enables the statewide deployment of a secure incident management platform to fire and law enforcement agencies.
2. Provides a standardized incident command and management platform based on federal emergency management agency standards that enable diverse incident management and support entities to work together and ensure the following:
    (a) A clearly defined chain of command.
    (b) The use of common terminology.
    (c) The safety of first responders and others.
    (d) The achievement of response objectives.
    (e) The efficient use of resources.
3. Provides a collaboration and communications solution that does the following:
    (a) Identifies the location, status and assignment of assigned resources.
    (b) Allows status updates, tracking and management of an incident.
    (c) Allows secure messaging and file sharing to all users involved in an incident.
    (d) Allows the sharing of collaborative maps, building floor plans and images between public safety agencies.
    (e) Allows collaboration and information sharing between disparate agencies during a mass casualty incident.
    (f) Defines a federal emergency management agency or national incident management systems-based organizational structure for the management of incidents.
    (g) Provides the ability to print standard integrated computer solutions forms for tracking and cost reimbursement.
    (h) Provides enhanced telemetry-based firefighter safety monitoring.
    (i) Works in areas without internet access in a disconnected mode.
    (j) Provides a seamless and connected platform for notification, response and rostering.
    (k) Provides cross-platform functionality.
    (l) Provides a smartphone-based application for notification, accountability and situational awareness.

The Arizona Department of Administration offers and recommends utilizing the state-wide contracts that will meet the above program requirements. The state-wide contracts are offered through the following vendors: Adashi (CTR065363) and 3AM Innovations (CTR06361). Fire Districts and Fire Departments will have the ability to select the solution that best meets their needs.

Eligibility
Eligible applicants are municipal fire departments and fire districts within the State of Arizona.

Funding Available
Funding will be available to fire departments and fire districts in the State of Arizona. The amount of grant funds available is $15,625,000.

All grants funded under this program will be for 36 consecutive months and will be awarded on a first-come, first-serve basis. Funds unexpended by the end of the contract period without an approved written extension must be returned to the Arizona Department of Administration.

Evaluation Criteria:
A reviewer will evaluate applications on a first-come, first-serve basis. Applications will be reviewed using the following methods and criteria:

- **Method 1:** If only the state-wide contracts from Adashi (CTR065363) or 3AM Innovations (CTR06361) are being utilized, the applicant will need to provide a copy of the quote from the vendor of their choice. The quote must reference the contract number, and must contain a breakdown of the costs for goods and services.
- **Method 2:** Applicants who are not utilizing the state-wide contracts will need to provide the following:

Scope of Work:
Provide an overview of the proposed program that includes a summary of the need, program objectives, performance measures, and description of how the below requirements will be met:

1. Enables the statewide deployment of a secure incident management platform to fire and law enforcement agencies.
2. Provides a standardized incident command and management platform based on federal emergency management agency standards that enable diverse incident management and support entities to work together and ensure the following:
    (a) A clearly defined chain of command.
    (b) The use of common terminology.
    (c) The safety of first responders and others.
    (d) The achievement of response objectives.
    (e) The efficient use of resources.
3. Provides a collaboration and communications solution that does the following:

(a) Identifies the location, status and assignment of assigned resources.
(b) Allows status updates, tracking and management of an incident.
(c) Allows secure messaging and file sharing to all users involved in an incident.
(d) Allows the sharing of collaborative maps, building floor plans and images between public safety agencies.
(e) Allows collaboration and information sharing between disparate agencies during a mass casualty incident.
(f) Defines a federal emergency management agency or national incident management systems-based organizational structure for the management of incidents.
(g) Provides the ability to print standard integrated computer solutions forms for tracking and cost reimbursement.
(h) Provides enhanced telemetry-based firefighter safety monitoring.
(i) Works in areas without internet access in a disconnected mode.
(j) Provides a seamless and connected platform for notification, response and rostering.
(k) Provides cross-platform functionality.
(l) Provides a smartphone-based application for notification, accountability and situational awareness.

Scope of work will be scored based on the level of detail provided and how the applicant affirms the above requirements are met.

Project Timeline:

Provide details regarding each objective, activity, expected completion date. Project timeline should include all activities the applicant will take to meet project requirements and include any milestones that will need to be met within the given timeframe.

Project timeline will be scored based on the level of detail provided and whether the applicant can meet the timeline requirements of the grant.

Evaluation Plan:

Identify how the program will be evaluated to determine if the program is meeting its stated goals. The evaluation plan will include who will be responsible for oversight, how issues will be identified, and how action plans will be developed to resolve issues.

The evaluation plan will be scored based on the level of detail provided and whether the applicant is able to demonstrate the ability to provide oversight and respond to any issue they may encounter.

Budget Alignment:
Budget form in eCivis must be completed and list all resources that will be needed to implement and administer the program.

The budget narrative should thoroughly and clearly describe every category of expense listed in the budget request. The narrative must provide sufficient explanation of each budget category requested in order to establish the need for the funds in each category and the basis for the figures. Provide appropriate documentation, including quotes from service providers or contractors, where applicable. This may be done on a separate document and uploaded with the application or utilize the budget justification text box.

Budget alignment will be scored based on the budget summary and narrative provided and how each budget category will effectively support the program overall.

Reporting Requirements

Report Type	Due Date
Annual Program Report	7/30/2024
Annual Program Report	7/30/2025
Annual Program Report	7/30/2026

Financial Reports & Payment Requests:
The grantee will submit all invoices or receipts and requests for payment through a financial report in eCivis. Invoices or receipts must be from approved categories only and show date of service, expenses incurred, and line item detail.

How to Submit Applications
All applications must be submitted through eCivis. Paper applications will not be accepted. User guides may be accessed at the link below:

https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:6df0fea2-46d6-3444-b806-31dedba3d7e8

ARIZONA DEPARTMENT OF ADMINISTRATION
GRANTS & SPECIAL PROGRAMS
GRANT AGREEMENT

Grant Number: ADOA-GAO-FIMA-16

This Grant Agreement (**"Agreement"**) is between the City of Goodyear, an Arizona municipal corporation, acting through the Goodyear Fire Department, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. Laws 2022, Ch.313, Sec. 2 of the Second Regular Session authorizes ADOA to administer the Fire Incident Management Grant.

BACKGROUND

2. Laws 2022, Ch.313, Sec. 2 enables the Arizona Department of Administration to administer a grant program that supports the implementation of a comprehensive fire incident management and response system, by enabling the deployment of a secure platform and providing a collaboration and communication solution. This Agreement sets forth the terms and conditions under which the Grantor will provide funding to the Grantee for the implementation of the Program's objectives, as detailed in the Grantee's proposal.

PURPOSE OF THE AGREEMENT

3. The purpose of this agreement is to establish the terms and conditions under which the Department of Administration (the "Grantor") will distribute funding per Laws 2022, Ch.313, Sec. 2.

TERM, EFFECTIVE DATE

4. Term and Effective Date: This Agreement will commence on September 1st, 2023 and terminate on October 31st, 2026. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, thirty (30) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
   5.1. In relation to the Fire Incident Management Grant program, the Grantee shall undertake the following responsibilities:

- Program Implementation: The Grantee shall use the Grant funds exclusively for implementing the approved program as outlined in their proposal, ensuring compliance with the objectives and requirements specified therein.
- Financial Management: The Grantee shall manage the Grant funds responsibly, allocating resources in accordance with the approved budget and ensuring that expenditures directly support the program's objectives.
- Compliance with Laws and Regulations: The Grantee shall comply with all applicable federal, state, and local laws and regulations, including procurement and environmental regulations, throughout the program's implementation.
- Reporting: The Grantee shall provide the Grantor with annual progress reports, financial reports, and any other documentation required by the Grantor to monitor and evaluate the program's success.

- Recordkeeping: The Grantee shall maintain accurate and complete records of all activities, expenditures, and outcomes related to the program for a specified period after the end of the grant term or as required by applicable law.
- Cooperation with Monitoring and Evaluation: The Grantee shall cooperate with the Grantor during any monitoring and evaluation processes, providing access to relevant personnel, documents, and facilities as needed.
- Communication and Collaboration: The Grantee shall actively engage with relevant stakeholders, including other fire and law enforcement agencies, to promote information sharing, collaboration, and coordination throughout the program's implementation.
- Sustainability: The Grantee shall develop and implement strategies to ensure the long-term sustainability and impact of the program, including securing additional funding, if necessary, and fostering partnerships with other organizations.
- By fulfilling these responsibilities, the Grantee demonstrates their commitment to the successful execution of the Fire Incident Management Grant program and their dedication to enhancing the capabilities of fire and law enforcement agencies within the state of Arizona.

5.2. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

5.3. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

5.4. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

5.5. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

5.6. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

5.7. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.8. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $350,000.00 in state funds.

5.9. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 10 business days.

5.10.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$350,000.00
Construction	$0.00
Other Costs	$0.00
Total	$350,000.00

6. In relation to the Fire Incident Management Grant program, the Arizona Department of Administration, as the Grantor, shall undertake the following responsibilities:

- Grant Disbursement: The Grantor shall disburse the Grant funds to the Grantee in accordance with the terms and conditions set forth in the Agreement, ensuring timely and efficient allocation of resources.
- Monitoring and Evaluation: The Grantor shall monitor the progress of the program by reviewing the Grantee's periodic reports, conducting site visits, and assessing the Grantee's performance against established objectives and performance measures.
- Communication and Collaboration: The Grantor shall maintain open lines of communication with the Grantee, addressing any concerns or challenges that may arise and facilitating collaboration among stakeholders to promote the program's success.
- Amendment and Modification: The Grantor reserves the right to amend or modify the Agreement in consultation with the Grantee, as needed, to accommodate changes in the program's scope, objectives, or requirements.

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other "records" relating to the acquisition and performance of the agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.

7.2. Non-Discrimination. The grantee shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee's books and records shall be subject to audit by the State and, where applicable,

the Federal Government, to the extent that the books and records relate to the performance of the agreement.

7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, and the grantee's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

7.5. Advertising, Publishing and Promotion of Award. The grantee shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.

8. Federal Immigration and Nationality Act. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

- Accept a decrease in award offered to the grantee;
- Cancel the award; or
- Cancel the award and re-solicit the requirements.

11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Grantee further warrants that its key personnel will maintain any and all certifications relevant to their work, and grantee shall provide individual evidence of certification to State's authorized representatives upon request.

12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the award, the Grants Administrator may determine that grantee has materially breached the agreement and may void the submitted application and any resulting agreement.

13. Agreement Termination

13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

14. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

15. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

16. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

17. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

18. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

19. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

20. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

21. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

22. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

23. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

24. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

25. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

26. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

27. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

28. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Grants Office:

Arizona Department of Administration
Division of Business and Finance
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Michael Gurr

B. If to the Grantee:

City of Goodyear
c/o Goodyear Fire Department
175 N 145th Ave
Goodyear, AZ 85338

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

CITY OF GOODYEAR,
an Arizona municipal corporation

By _____
Wynette Reed, City Manager

Date: _____

Attest:

_____
Darcie McCracken, City Clerk

Approved as to Form:

_____
Roric Massey, City Attorney

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

_____

Arizona Department of Administration Date

ITEM #: 5.
DATE: 10/30/2023
AI #:1710

CITY COUNCIL ACTION REPORT

SUBJECT: AMEND CHAPTER 11 SECTION 11-1-8 (NOISE) OF GOODYEAR CITY CODE

STAFF PRESENTER(S): Anthony Polse, Assistant City Attorney

SUMMARY

The proposed Ordinance will revise Goodyear City Code Article 11-1 to add clarification to the restrictions and requirements of Section 11-1-8 (Noise).

STRATEGIC PLAN ALIGNMENT

Quality of Life

Sense of Community

RECOMMENDATION

ADOPT ORDINANCE NO. 2023-1596 AMENDING CHAPTER 11, ARTICLE 11-1 (OFFENSES) OF GOODYEAR CITY CODE; PROVIDING FOR CORRECTIONS, SEVERABILITY, PENALTIES, AND AN EFFECTIVE DATE. (Anthony A. Polse, Assistant City Attorney)

FISCAL IMPACT

There will be no direct fiscal impact on the City in FY 2024 or future years related to the adoption of this Ordinance and related City Code amendment.

BACKGROUND AND PREVIOUS ACTIONS

There have been no recent discussions or Council action regarding the proposed amendment to Section 11-1-8.

STAFF ANALYSIS

Section 11-1-8 Noise of Goodyear City Code has not been amended since August 28, 2000, with the passage of Ordinance 2000-693. The proposed amendments to Section 11-1-8 will provide clarification on places where enforcement action may be taken, such as homes in residential neighborhoods. This revision also provided clarification on landscaping work hours and types of equipment that may not be used unless operated within the approved working hours. Clarifying language was also added exempting golf courses within the City of Goodyear

from certain provisions relating to equipment used and hours of operation.

Attachments

Ordinance
Section 11-1-8 Strikethrough Version

ORDINANCE NO. 2023-1596

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 11, ARTICLE 11-1 (OFFENSES) OF GOODYEAR CITY CODE; PROVIDING FOR CORRECTIONS, SEVERABILITY, PENALTIES, AND AN EFFECTIVE DATE.

WHEREAS, certain minor revisions are needed in Article 11-1 Offenses to add clarification to the restrictions and requirements provided in Section 11-1-8 (Noise) of Goodyear City Code; and

WHEREAS, the Mayor and Council of the City of Goodyear have determined it is in the best interest of the public health, safety, and welfare of the City of Goodyear and its citizens to amend Article 11-1 of the City of Goodyear City Code.

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

SECTION 1. GOODYEAR CITY CODE CHAPTER 11, ARTICLE 11-1 (OFFENSES), SECTION 11-1-8 (NOISE) OF GOODYEAR CITY CODE IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

§ 11-1-8 Noise.

(A) *Public nuisance declared.* It is declared to be a public nuisance, and it is unlawful for any person, firm or corporation owning or operating or in control of any restaurant, hotel, dance hall, show, store or any place of public amusement, entertainment or accommodation to play or permit to be played any music or musical instrument or instruments, whether played by individuals, orchestra, radio, phonograph, music box or other mechanical device or means in such a loud or unusual manner as to be offensive to the senses or so as to disturb the slumber, peace and quiet or otherwise interfere with or annoy the comfortable enjoyment of life or property of any person and is no less a nuisance because the extent of the annoyance inflicted is unequal.

(B) *Prohibited noises.* It is unlawful to play, operate or use any device known as a sound truck, loud speaker or sound amplifier, radio or phonograph with loud speaker or sound amplifier, or any instrument of any kind or character which emits loud and raucous noises and is attached to and upon any vehicle unless such person in charge of such vehicle shall have first applied to and received permission from the Chief of Police to operate any such vehicle so equipped.

(C) It is unlawful within the City for any person to play, or to cause or permit another person to play, a radio, stereo, phonograph, tape player, CD player, television, or other similar sound-producing device at an

unreasonably loud volume which disturbs the peace or quiet of a neighborhood, family, or person. This prohibition applies regardless of whether the device is stationary or portable, or whether it is located within a building, within a vehicle, or at any other place.

(D) *Operation of construction or landscaping equipment.* It shall be unlawful for any person to operate equipment or perform any outside construction, landscaping, or repair work on residences, buildings, structures, or projects or to operate any pile driver, power shovel, electric, battery, or gasoline-powered blower, hedge, or tree trimming equipment, pneumatic hammer, derrick, power hoist or any other construction or landscaping type device within a residential zoning district, or within 500 feet of a residential zoning district, except within the time periods specified herein, unless a permit has been obtained beforehand from the City Manager or his or her authorized representative.

(E) *Construction and landscaping start/stop times.*

(1) *Concrete.* From April 15 to October 15 inclusive, concrete may be poured each day between the hours of 5:00 a.m. and 7:00 p.m. or at such times as authorized by permit. From October 16 to April 14 inclusive, concrete may be poured each day between the hours of 6:00 a.m. to 7:00 p.m. or at such times as authorized by permit.

(2) All other construction, landscaping or repair work activities in residential zoning districts or within 500 feet of a residential zoning district. From April 15 to October 15 inclusive, construction, landscaping, or repair work shall not begin prior to 6:00 a.m. and must stop by 7:00 p.m. each day in or within 500 feet of a residential zoning district or at such times as authorized by permit. From October 16 to April 14 inclusive, all other construction, landscaping, or repair work shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. each day in or within 500 feet of a residential zoning district or at such times as authorized by permit.

(3) *Commercial and industrial zoning districts.* Construction and repair work in commercial and industrial zoning districts not within 500 feet of a residential zoning district may be conducted seven days a week, 24 hours a day at any time of the year.

(F) *Weekends and holidays.* Notwithstanding the foregoing, construction, landscaping, or repair work within a residential zoning district, or within 500 feet of a residential zoning district, shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. on any Saturday, Sunday or a legally recognized city holiday, unless such other times are authorized by permit.

(G) Golf courses located within the City of Goodyear are exempt from subsections (E) and (F).

(H) Permit. Construction and repair work may be conducted at different times than otherwise permitted herein if, upon written application, a permit is obtained

beforehand from the City Manager, or his or her authorized representative. In granting such special permit, the City Manager, or his or her authorized representative, shall consider if construction noise in the vicinity of the proposed work site would be less objectionable at night than during the daytime because of different population levels or different neighboring activities; if obstruction and interference with traffic, particularly on streets of major importance, would be less objectionable at night than during the daytime; if the kind of work to be performed emits noises at such a low level as to not cause significant disturbance in the vicinity of the work site; if the neighborhood of the proposed work site is primarily residential in character wherein sleep could be disturbed; if great economic hardship would occur if the work was spread over a longer time; if the work will abate or prevent hazard to life or property; if the proposed early morning or night work is in the general public interest, and he or she shall prescribe such conditions, working times, types of construction equipment to be used and permissible noise emissions as he or she deems to be required in the public interest. No permit shall be required to perform emergency repair or construction work.

(I) *Revocation of permit and appeal.* The City Manager, or his or her authorized representative, may revoke any permit granted hereunder upon complaints based upon evidence that the construction activity causes significant disturbance in the vicinity of the work site. Any person aggrieved by the granting of a permit or the refusal to grant a permit by the City Manager, or his or her authorized representative, may appeal the decision to the City Manager who shall schedule a hearing with the aggrieved person within ten calendar days after receipt of the written appeal. The City Manager's decision shall be final.

SECTION 2. CORRECTIONS

The City Attorney, City Clerk, the codifiers of the ordinance, and their respective designees are authorized to make necessary clerical corrections to this ordinance, including but not limited to, the correction of scrivener's/clerical errors, references, numbers, sections/subsection numbers and any references thereto.

SECTION 3. SEVERABILITY

If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. PENALTIES

The penalties for violation of Sections 11-1-8 (Noise) are subject to the penalties provided in Section 1-8-1 of the Goodyear City Code as follows.

§ 1-8-1 Penalty. Any person found guilty of violating any provisions of this code, except as otherwise provided in this code, shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not to exceed $2,500 for an individual and not more than $20,000 for an enterprise or by imprisonment for a period of not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as hereinabove described. The term *ENTERPRISE* as used in this subsection shall mean any corporation, partnership, association, labor union or other entity or any group of persons associated in part although not a legal entity.

SECTION 5. EFFECTIVE DATE

This ordinance shall become effective as prescribed by law. The provisions of the ordinance, regulation, or requirement of the city of Goodyear being amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

GOODYEAR CITY CODE CHAPTER 11, ARTICLE 11-1 (OFFENSES), SECTION 11-1-8 (NOISE) OF GOODYEAR CITY CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

§ 11-1-8 Noise.

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ITEM #: 6.
DATE: 10/30/2023
AI #:1715

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 2

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

---

OTHER PRESENTER(S):

Greg Lehmann, Communities Southwest

SUMMARY

A Final Plat subdividing approximately 40 acres into 248 lots and 19 tracts at the intersection of W. Elwood Street and S. 157th Lane.

STRATEGIC PLAN ALIGNMENT

Quality of Life

Sense of Community

RECOMMENDATION

Approve the Final Plat of Avion at Ballpark Village Phase 2, subject to stipulations. (Marty Crossland, 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 of Avion at Ballpark Village Phase 2, the property owner shall submit an updated title report for the property included within the Final Plat (the "Property") and shall modify this plat to reflect the current ownership and current lender including on the final plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the property being platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this final plat is authorized to do so;
3. The property owner shall remit to the City an in-lieu payment for costs incurred by Elwood Logistics Center, LLC, a Delaware limited liability company in constructing improvements to the section of Elwood Street along the frontage of the Property in the amount of $810,658.20 The in-lieu payment required herein shall be made prior to the recordation of the Final Plat of

Avion at Ballpark Village Phase 2 or prior to the issuance of any permit for any work within the Property, whichever is earlier.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The Property, which is part of an approximate 153.66-acre development to be known as the Avion at Ballpark Village (the 153.66 acres is hereinafter referred to as the “Avion Property”), was rezoned on October 26, 2020 by Ordinance No. 2020-1480. The Avion at Ballpark Village Preliminary Plat, which included all of the Avion at Ballpark Village property, was approved by the City Council on March 22, 2021. Avion at Ballpark Village Phase 1A and Avion at Ballpark Village Phase 1B was approved by City Council on January 10th, 2022.

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

Preliminary Plat

Preplat CAR

Final Plat

Aerial Exhibit

Avion at Ballpark Village Phase 2

AVION AT BALLPARK VILLAGE

PRELIMINARY PLAT

GOODYEAR, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 00°07'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2606.38 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF THE EAST 40 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°07'05" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2526.26 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 44°57'51" WEST, A DISTANCE OF 56.49 FEET TO THE SOUTH LINE OF THE NORTH 40 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 40.00 FEET;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 44°57'51" EAST, A DISTANCE OF 63.55 FEET TO THE WEST LINE OF THE EAST 75 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00°07'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 2476.15 FEET;

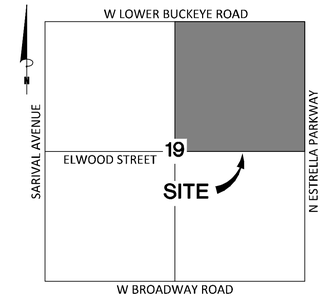
THENCE DEPARTING SAID WEST LINE, SOUTH 45°07'31" WEST, A DISTANCE OF 63.63 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2495.43 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2598.33 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE NORTH 89°57'14" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2598.60 FEET TO THE POINT OF BEGINNING.

KEY MAP



VICINITY MAP

N.T.S.

ENGINEER

BOWMAN CONSULTING
6751 NORTH SUNSET BLVD, SUITE: 325
GLENDALE, AZ 85305
PHONE: 480.629.8830
CONTACT: JOE CABLE
EMAIL: jcable@bowmanconsulting.com

OWNERS

GY160 LAND SUB 1 LLC
GY160 LAND SUB 2 LLC
GY160 LAND SUB 3 LLC
GY160 LAND SUB 4 LLC
GY160 LAND SUB 5 LLC
7001 N. SCOTTSDALE ROAD, SUITE 1015
SCOTTSDALE, ARIZONA 85253
PHONE: 480.315.2600
CONTACT: GREG LEHMANN
EMAIL: glehmann@commsw.com

BENCHMARK

PRIMARY BENCHMARK
BRASS CAP IN HAND HOLE @ THE NORTHEAST CORNER OF SECTION 19, T1N, R1W
(ALSO THE INTERSECTION OF ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD)
ELEV = 995.788 NAVD88

SECONDARY BENCHMARK
BRASS CAP IN HAND HOLE @ THE EAST QUARTER CORNER OF SECTION 19, T1N, R1W
(ALSO THE INTERSECTION OF ESTRELLA PARKWAY AND ELWOOD STREET)
ELEV = 937.68 NAVD88

BASIS OF BEARINGS

SOUTH 00 DEGREES 07 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 1351 OF MAPS, PAGE 42, M.C.R.

FLOOD DATA

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C2145L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X"

PHASING NOTES

THIS PROJECT WILL BE CONSTRUCTED IN FOUR ONSITE PHASES AND THREE OFFSITE PHASES. SEE SHEET PP02 FOR PHASING MAP.
PHASE 1A OFFSITE AND PHASE 1A ONSITE WILL BE CONSTRUCTED CONCURRENTLY. PHASE 1B OFFSITE AND ONSITE WILL BE CONSTRUCTED CONCURRENTLY, AND PHASE 2 OFFSITE AND ONSITE WILL BE CONSTRUCTED CONCURRENTLY.

HOMEOWNER'S ASSOCIATION

A HOMEOWNERS ASSOCIATION WILL BE CREATED FOR THIS DEVELOPMENT TO MAINTAIN OPEN SPACE AND TO ENFORCE CC&R'S

SITE DATA		
EXISTING ZONING	PAD	
GROSS AREA	6,693,224 SF	153.6553 AC
LOT SUMMARY		
LOTS 45' x 100'	107	
LOTS 45' x 115'	240	
LOTS 50' x 115'	228	
LOT TOTAL	575	
MINIMUM LOT SIZE	4,340 SF	
AVERAGE LOT SIZE	5,278 SF	
PROPOSED DENSITY (GROSS)	3.74 DU/AC	
DENSITY EXCLUDING FUTURE PARCEL F		
PARCEL F AREA	1,049,827 SF	24.10 AC
ADJUSTED GROSS AREA	5,643,397 SF	129.55 AC
ADJUSTED DENSITY	4.44 DU/AC	
OPEN SPACE SUMMARY		
TOTAL OPEN SPACE AREA	1,108,959 SF	25.46 AC
OPEN SPACE %	16.57%	
THIS SUBDIVISION WILL HAVE A HOMEOWNERS ASSOCIATION.		
ACTIVE AREA		
COMMUNITY PARK (PARCEL G AND TRACT M)	307,677 SF	7.06 AC
TRACTS B, H, K, N, T, X, OO	278,332 SF	6.39 AC
TOTAL ACTIVE AREA	586,009 SF	13.45 AC
PASSIVE AREA		
TRACTS A, C, D, E, F, G, I, J, L, M, O, P, Q, R, S, U, V, W, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, PP, QQ, RR	522,950 SF	12.01 AC

LEGEND

- BOUNDARY LINE
- CENTER LINE
- EASEMENT
- LOT LINE
- MATCHLINE
- RIGHT-OF-WAY
- SURVEY MARKER

AC	ACRES
AM	AMENITIES
APN	ASSESSOR'S PARCEL NUMBER
B/C	BACK OF CURB
BCHH	BRASS CAP IN HAND HOLE
BCF	BRASS CAP FLUSH
BSL	BUILDING SETBACK LINE
CL	CENTER LINE
COG	CITY OF GOODYEAR
C1	CURVE TABLE NUMBER
DR	DRAINAGE RETENTION
ESMT	EASEMENT
EX	EXISTING
GF	GARAGE FACE
GL	GARAGE LEFT
GR	GARAGE RIGHT
HOA	HOMEOWNER'S ASSOCIATION
IRR	IRRIGATION
LS	LANDSCAPE
L1	LINE TABLE NUMBER
MCR	MARICOPA COUNTY RECORDS
NTS	NOT TO SCALE
OS	OPEN SPACE
PP	PRELIMINARY PLAT
PUE	PUBLIC UTILITY EASEMENT
RET	RETENTION
R	RADIUS
R.I.D.	ROOSEVELT IRRIGATION DISTRICT
R/W	RIGHT-OF-WAY
SB	SETBACK
SE	SEWER EASEMENT
S/W	SIDEWALK
SVT	SIGHT VISIBILITY TRIANGLE
SF	SQUARE FEET
TEAE	TEMPORARY EMERGENCY ACCESS EASEMENT
TEMP	TEMPORARY
TYP	TYPICAL
WE	WATER EASEMENT

UTILITY PROVIDERS

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
ELECTRIC	APS
TELEPHONE	COX COMMUNICATIONS OR CENTURYLINK
GAS	SOUTHWEST GAS COMPANY
REFUSE	CITY OF GOODYEAR

Sheet List Table

Sheet Number	Sheet Title
PP01	COVER SHEET
PP02	PHASING PLAN & CURVE DATA
PP03	DETAILS AND LOT AREA
PP04	PRELIMINARY PLAT
PP05	PRELIMINARY PLAT
PP06	PRELIMINARY PLAT
PP07	PRELIMINARY PLAT
PP08	PRELIMINARY PLAT
PP09	PRELIMINARY PLAT
PP10	STREET SECTIONS

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6751 N. Sunset Blvd., Ste. 325
Glendale, Arizona 85305
Phone: (480) 629-8830
www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

###############- COVER SHEET
AVION AT BALLPARK VILLAGE
SWC ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD
GOODYEAR, AZ
MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 33135
JOSEPH E. CABLE
01/22/2021
DATE SIGNED
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: V:	
JOB No. 090568-02-001		
DATE : 01/22/2021		

SHEET 01 OF 10

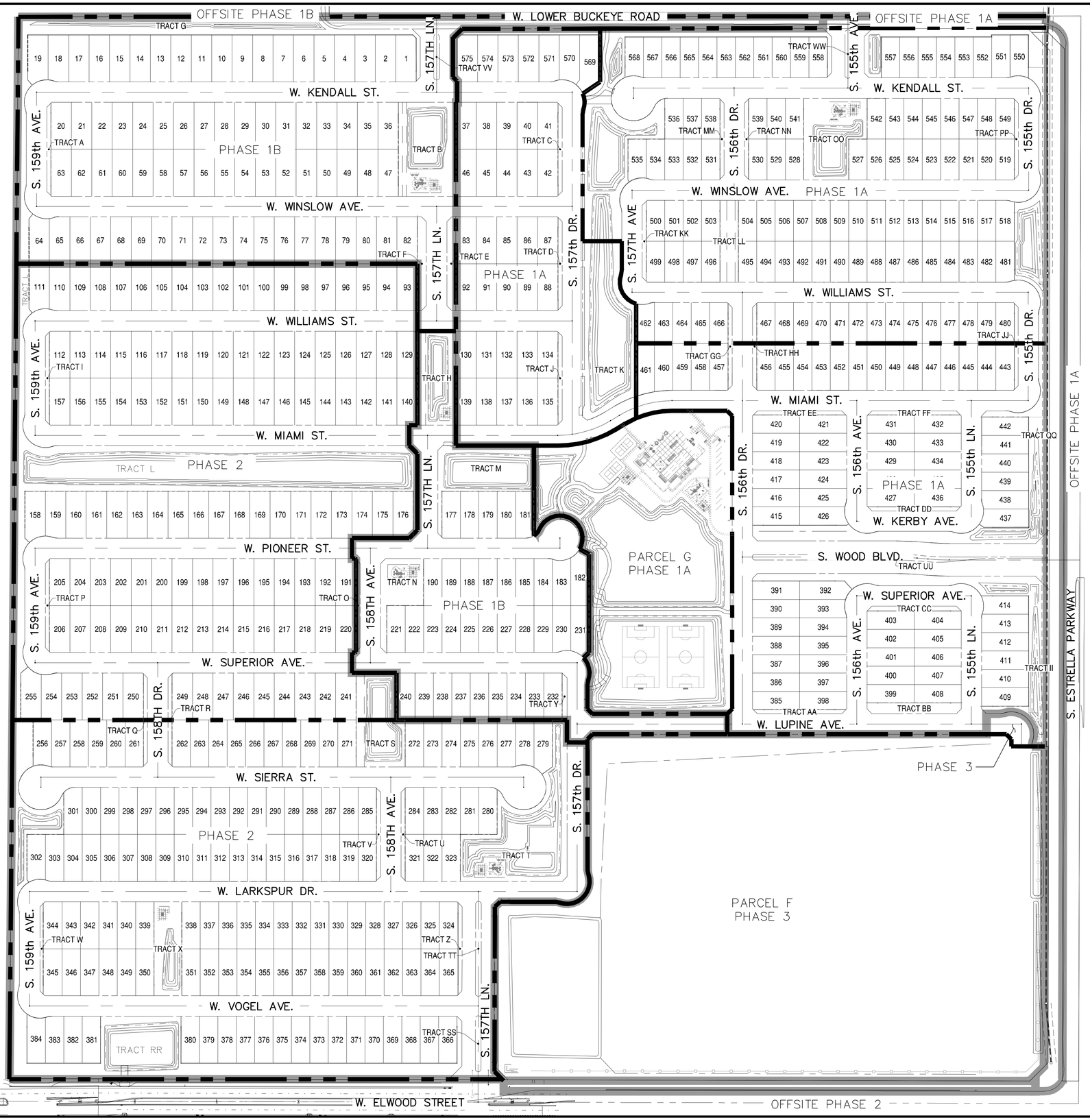
C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-001-COV.dwg 02/26/2021

CURVE DATA				CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C1	11.72'	35.00'	19°11'17"	C69	123.23'	55.00'	128°22'35"
C2	123.23'	55.00'	128°22'42"	C70	11.72'	35.00'	19°11'17"
C3	11.72'	35.00'	19°11'17"	C71	11.72'	35.00'	19°11'17"
C4	11.72'	35.00'	19°11'17"	C72	123.23'	55.00'	128°22'35"
C5	123.23'	55.00'	128°22'27"	C73	11.72'	35.00'	19°11'17"
C6	11.72'	35.00'	19°11'17"	C74	55.08'	640.00'	4°55'53"
C7	11.72'	35.00'	19°11'17"	C75	48.20'	560.00'	4°55'53"
C8	123.25'	55.00'	128°23'23"	C76	48.20'	560.00'	4°55'53"
C9	11.72'	35.00'	19°11'17"	C77	55.08'	640.00'	4°55'53"
C10	41.00'	35.00'	67°06'53"	C78	11.72'	35.00'	19°11'17"
C11	255.63'	55.00'	266°18'10"	C79	123.23'	55.00'	128°22'35"
C12	11.72'	35.00'	19°11'17"	C80	11.72'	35.00'	19°11'17"
C13	41.00'	35.00'	67°06'53"	C81	11.72'	35.00'	19°11'17"
C14	255.63'	55.00'	266°18'10"	C82	123.23'	55.00'	128°22'35"
C15	11.72'	35.00'	19°11'17"	C83	11.72'	35.00'	19°11'17"
C16	11.72'	35.00'	19°11'17"	C84	11.72'	35.00'	19°11'17"
C17	123.22'	55.00'	128°21'47"	C85	123.24'	55.00'	128°22'49"
C18	11.72'	35.00'	19°11'17"	C86	11.72'	35.00'	19°11'17"
C19	11.72'	35.00'	19°11'17"	C87	51.64'	600.00'	4°55'53"
C20	123.23'	55.00'	128°22'32"	C88	51.64'	600.00'	4°55'53"
C21	11.72'	35.00'	19°11'17"	C89	135.73'	250.00'	31°06'26"
C22	11.72'	35.00'	19°11'17"	C90	135.73'	250.00'	31°06'26"
C23	123.23'	55.00'	128°22'37"				
C24	11.72'	35.00'	19°11'17"				
C25	11.72'	35.00'	19°11'17"				
C26	255.63'	55.00'	266°18'10"				
C27	41.00'	35.00'	67°06'53"				
C28	11.72'	35.00'	19°11'17"				
C29	123.23'	55.00'	128°22'35"				
C30	11.72'	35.00'	19°11'17"				
C31	11.72'	35.00'	19°11'17"				
C32	123.23'	55.00'	128°22'35"				
C33	11.72'	35.00'	19°11'17"				
C34	11.76'	35.00'	19°14'44"				
C35	123.29'	55.00'	128°26'01"				
C36	11.72'	35.00'	19°11'17"				
C37	11.72'	35.00'	19°11'17"				
C38	123.18'	55.00'	128°19'07"				
C39	11.69'	35.00'	19°07'50"				
C40	11.72'	35.00'	19°11'17"				
C41	123.23'	55.00'	128°22'35"				
C42	11.72'	35.00'	19°11'17"				
C43	149.30'	275.00'	31°06'26"				
C44	122.16'	225.00'	31°06'26"				
C45	48.56'	225.00'	12°21'59"				
C46	149.30'	275.00'	31°06'26"				
C47	11.72'	35.00'	19°11'17"				
C48	123.23'	55.00'	128°22'35"				
C49	11.72'	35.00'	19°11'17"				
C50	11.72'	35.00'	19°11'17"				
C51	123.23'	55.00'	128°22'35"				
C52	11.72'	35.00'	19°11'17"				
C53	41.00'	35.00'	67°06'53"				
C54	255.63'	55.00'	266°18'10"				
C55	11.72'	35.00'	19°11'17"				
C56	9.36'	35.00'	15°19'41"				
C57	79.23'	55.00'	82°32'09"				
C58	11.72'	35.00'	19°11'17"				
C59	11.72'	35.00'	19°11'17"				
C60	123.23'	55.00'	128°22'35"				
C61	11.72'	35.00'	19°11'17"				
C62	11.72'	35.00'	19°11'17"				
C63	123.23'	55.00'	128°22'35"				
C64	11.72'	35.00'	19°11'17"				
C65	11.72'	35.00'	19°11'17"				
C66	123.23'	55.00'	128°22'35"				
C67	11.72'	35.00'	19°11'17"				
C68	11.72'	35.00'	19°11'17"				

PHASE LINE

PARCEL LINE



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PRELIMINARY PLAT - PHASING PLAN & CURVE DATA

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 33135
JOSEPH E. CABLE
Date Signed 01/22/2021
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD
SCALE	H: 1" = 120' V:	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP02

SHEET 02 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-002-PPT.dwg 02/26/2021

LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA	
LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA
1	5715.06 SF	73	5750.00 SF	145	5750.00 SF	217	5750.00 SF	289	5175.00 SF	361	5175.00 SF	433	5175.00 SF	505	4500.00 SF
2	5750.00 SF	74	5750.00 SF	146	5750.00 SF	218	5750.00 SF	290	5175.00 SF	362	5175.00 SF	434	5175.00 SF	506	4500.00 SF
3	5750.00 SF	75	5750.00 SF	147	5750.00 SF	219	5750.00 SF	291	5175.00 SF	363	5175.00 SF	435	5175.00 SF	507	4500.00 SF
4	5750.00 SF	76	5750.00 SF	148	5750.00 SF	220	5748.00 SF	292	5175.00 SF	364	5175.00 SF	436	5173.00 SF	508	4500.00 SF
5	5750.00 SF	77	5750.00 SF	149	5750.00 SF	221	5170.51 SF	293	5175.00 SF	365	5218.01 SF	437	5099.32 SF	509	4500.00 SF
6	5750.00 SF	78	5750.00 SF	150	5750.00 SF	222	5170.51 SF	294	5175.00 SF	366	5175.00 SF	438	5120.07 SF	510	4500.00 SF
7	5750.00 SF	79	5750.00 SF	151	5750.00 SF	223	5170.51 SF	295	5175.00 SF	367	5175.00 SF	439	5175.00 SF	511	4500.00 SF
8	5750.00 SF	80	5750.00 SF	152	5750.00 SF	224	5170.51 SF	296	5175.00 SF	368	5175.00 SF	440	5175.00 SF	512	4500.00 SF
9	5750.00 SF	81	5750.00 SF	153	5750.00 SF	225	5170.51 SF	297	5175.00 SF	369	5175.00 SF	441	5175.00 SF	513	4500.00 SF
10	5750.00 SF	82	5750.00 SF	154	5750.00 SF	226	5170.51 SF	298	5175.00 SF	370	5175.00 SF	442	5175.00 SF	514	4500.00 SF
11	5750.00 SF	83	5750.00 SF	155	5750.00 SF	227	5170.51 SF	299	5175.00 SF	371	5175.00 SF	443	5173.00 SF	515	4500.00 SF
12	5750.00 SF	84	5750.00 SF	156	5750.00 SF	228	5170.51 SF	300	5175.00 SF	372	5175.00 SF	444	5175.00 SF	516	4500.00 SF
13	5750.00 SF	85	5750.00 SF	157	5748.00 SF	229	5170.70 SF	301	5069.46 SF	373	5175.00 SF	445	5175.00 SF	517	4500.00 SF
14	5750.00 SF	86	5750.00 SF	158	5812.17 SF	230	5048.25 SF	302	5038.68 SF	374	5175.00 SF	446	5175.00 SF	518	4467.40 SF
15	5750.00 SF	87	5748.00 SF	159	5670.44 SF	231	5318.69 SF	303	5154.55 SF	375	5175.00 SF	447	5175.00 SF	519	4498.00 SF
16	5750.00 SF	88	5748.00 SF	160	5750.00 SF	232	5175.00 SF	304	5175.00 SF	376	5175.00 SF	448	5175.00 SF	520	4500.00 SF
17	5750.00 SF	89	5750.00 SF	161	5750.00 SF	233	5175.00 SF	305	5175.00 SF	377	5175.00 SF	449	5175.00 SF	521	4500.00 SF
18	5688.53 SF	90	5750.00 SF	162	5750.00 SF	234	5175.00 SF	306	5175.00 SF	378	5175.00 SF	450	5175.00 SF	522	4500.00 SF
19	5718.55 SF	91	5750.00 SF	163	5750.00 SF	235	5175.00 SF	307	5175.00 SF	379	5175.00 SF	451	5175.00 SF	523	4500.00 SF
20	5749.43 SF	92	5750.00 SF	164	5750.00 SF	236	5175.00 SF	308	5175.00 SF	380	5175.00 SF	452	5175.00 SF	524	4500.00 SF
21	5751.48 SF	93	5750.00 SF	165	5750.00 SF	237	5175.00 SF	309	5175.00 SF	381	5175.00 SF	453	5175.00 SF	525	4500.00 SF
22	5751.48 SF	94	5750.00 SF	166	5750.00 SF	238	5175.00 SF	310	5175.00 SF	382	5175.00 SF	454	5175.00 SF	526	4500.00 SF
23	5751.48 SF	95	5750.00 SF	167	5750.00 SF	239	5175.00 SF	311	5175.00 SF	383	5154.58 SF	455	5175.00 SF	527	4500.00 SF
24	5751.48 SF	96	5750.00 SF	168	5750.00 SF	240	5175.00 SF	312	5175.00 SF	384	5059.45 SF	456	5173.00 SF	528	4500.00 SF
25	5751.48 SF	97	5750.00 SF	169	5750.00 SF	241	5750.00 SF	313	5175.00 SF	385	5173.00 SF	457	5173.00 SF	529	4500.00 SF
26	5751.48 SF	98	5750.00 SF	170	5750.00 SF	242	5750.00 SF	314	5175.00 SF	386	5175.00 SF	458	5175.00 SF	530	4498.00 SF
27	5751.48 SF	99	5750.00 SF	171	5750.00 SF	243	5750.00 SF	315	5175.00 SF	387	5175.00 SF	459	5175.00 SF	531	4498.00 SF
28	5751.48 SF	100	5750.00 SF	172	5750.00 SF	244	5750.00 SF	316	5175.00 SF	388	5175.00 SF	460	5223.82 SF	532	4500.00 SF
29	5751.48 SF	101	5750.00 SF	173	5750.00 SF	245	5750.00 SF	317	5175.00 SF	389	5175.00 SF	461	5547.74 SF	533	4500.00 SF
30	5751.48 SF	102	5750.00 SF	174	5750.00 SF	246	5750.00 SF	318	5175.00 SF	390	5175.00 SF	462	4355.79 SF	534	4467.40 SF
31	5751.48 SF	103	5750.00 SF	175	5750.00 SF	247	5750.00 SF	319	5175.00 SF	391	5175.00 SF	463	4500.00 SF	535	4404.32 SF
32	5751.48 SF	104	5750.00 SF	176	5748.00 SF	248	5750.00 SF	320	5173.00 SF	392	5352.51 SF	464	4500.00 SF	536	4498.41 SF
33	5751.48 SF	105	5750.00 SF	177	5173.00 SF	249	5748.22 SF	321	5173.00 SF	393	5027.29 SF	465	4500.00 SF	537	4500.00 SF
34	5751.48 SF	106	5750.00 SF	178	5175.00 SF	250	5747.84 SF	322	5175.00 SF	394	5175.00 SF	466	4498.00 SF	538	4498.00 SF
35	5751.48 SF	107	5750.00 SF	179	5175.00 SF	251	5750.00 SF	323	5175.00 SF	395	5175.00 SF	467	4498.00 SF	539	4498.00 SF
36	5751.48 SF	108	5750.00 SF	180	5175.00 SF	252	5750.00 SF	324	5243.25 SF	396	5175.00 SF	468	4500.00 SF	540	4500.00 SF
37	5750.00 SF	109	5750.00 SF	181	5139.77 SF	253	5750.00 SF	325	5175.25 SF	397	5175.00 SF	469	4500.00 SF	541	4500.00 SF
38	5750.00 SF	110	5717.40 SF	182	5789.51 SF	254	5623.35 SF	326	5175.25 SF	398	5173.00 SF	470	4500.00 SF	542	4500.00 SF
39	5750.00 SF	111	5651.99 SF	183	5031.82 SF	255	5972.50 SF	327	5175.25 SF	399	5175.00 SF	471	4500.00 SF	543	4500.00 SF
40	5750.00 SF	112	5748.00 SF	184	5173.40 SF	256	5021.58 SF	328	5175.25 SF	400	5175.00 SF	472	4500.00 SF	544	4500.00 SF
41	5748.00 SF	113	5750.00 SF	185	5179.49 SF	257	5174.75 SF	329	5175.25 SF	401	5175.00 SF	473	4500.00 SF	545	4500.00 SF
42	5748.00 SF	114	5750.00 SF	186	5179.49 SF	258	5175.00 SF	330	5175.25 SF	402	5175.00 SF	474	4500.00 SF	546	4500.00 SF
43	5750.00 SF	115	5750.00 SF	187	5179.49 SF	259	5175.00 SF	331	5175.25 SF	403	5175.00 SF	475	4500.00 SF	547	4500.00 SF
44	5750.00 SF	116	5750.00 SF	188	5179.49 SF	260	5175.00 SF	332	5175.25 SF	404	5175.00 SF	476	4500.00 SF	548	4500.00 SF
45	5750.00 SF	117	5750.00 SF	189	5179.49 SF	261	5173.15 SF	333	5175.25 SF	405	5175.00 SF	477	4500.00 SF	549	4498.00 SF
46	5750.00 SF	118	5750.00 SF	190	5179.49 SF	262	5172.91 SF	334	5175.25 SF	406	5175.00 SF	478	4500.00 SF	550	4572.89 SF
47	5748.52 SF	119	5750.00 SF	191	5748.00 SF	263	5175.00 SF	335	5175.05 SF	407	5175.00 SF	479	4500.00 SF	551	4721.19 SF
48	5748.52 SF	120	5750.00 SF	192	5750.00 SF	264	5175.00 SF	336	5175.25 SF	408	5175.00 SF	480	4498.00 SF	552	4500.00 SF
49	5748.52 SF	121	5750.00 SF	193	5750.00 SF	265	5175.00 SF	337	5175.25 SF	409	5175.00 SF	481	4464.59 SF	553	4500.00 SF
50	5748.52 SF	122	5750.00 SF	194	5750.00 SF	266	5175.00 SF	338	5175.25 SF	410	5175.00 SF	482	4500.00 SF	554	4500.00 SF
51	5748.52 SF	123	5750.00 SF	195	5750.00 SF	267	5175.00 SF	339	5175.13 SF	411	5175.00 SF	483	4500.00 SF	555	4500.00 SF
52	5748.52 SF	124	5750.00 SF	196	5750.00 SF	268	5175.00 SF	340	5175.13 SF	412	5175.00 SF	484	4500.00 SF	556	4500.00 SF
53	5748.52 SF	125	5750.00 SF	197	5750.00 SF	269	5175.00 SF	341	5175.13 SF	413	5170.76 SF	485	4500.00 SF	557	4500.00 SF
54	5748.52 SF	126	5750.00 SF	198	5750.00 SF	270	5175.00 SF	342	5175.13 SF	414	5023.62 SF	486	4500.00 SF	558	4495.36 SF
55	5748.52 SF	127	5750.00 SF	199	5750.00 SF	271	5175.00 SF	343	5175.13 SF	415	5175.00 SF	487	4500.00 SF	559	4500.00 SF
56	5748.52 SF	128	5750.00 SF	200	5750.00 SF	272	5175.00 SF	344	5282.51 SF	416	5175.00 SF	488	4500.00 SF	560	4500.00 SF
57	5748.52 SF	129	5750.00 SF	201	5750.00 SF	273	5175.00 SF	345	5282.77 SF	417	5175.00 SF	489	4500.00 SF	561	4500.00 SF
58	5748.52 SF	130	5750.00 SF	202	5750.00 SF	274	5175.00 SF	346	5175.13 SF	418	5175.00 SF	490	4500.00 SF	562	4500.00 SF
59	5748.52 SF	131	5750.00 SF	203	5750.00 SF	275	5175.00 SF	347	5175.13 SF	419	5175.00 SF	491	4500.00 SF	563	4500.00 SF
60	5748.52 SF	132	5750.00 SF	204	5750.00 SF	276	5175.00 SF	348	5175.13 SF	420	5173.00 SF	492	4500.00 SF	564	4500.00 SF
61	5748.52 SF	133	5750.00 SF	205	5748.00 SF	277	5170.76 SF	349	5175.13 SF	421	5173.00 SF	493	4500.00 SF	565	4500.00 SF
62	5748.52 SF	134	5748.00 SF	206	5748.00 SF	278	5023.62 SF	350	5175.13 SF	422	5175.00 SF	494	4500.00 SF	566	4500.00 SF
63	5746.57 SF	135	5747.96 SF	207	5750.00 SF	279	5563.36 SF	351	5175.00 SF	423	5175.00 SF	495	4500.00 SF	567	4499.17 SF
64	5683.23 SF	136	5750.00 SF	208	5750.00 SF	280	5146.43 SF	352	5175.00 SF	424	5175.00 SF	496	4500.00 SF	568	4344.99 SF
65	5701.71 SF	137	5750.00 SF	209	5750.00 SF	281	5175.00 SF	353	5175.00 SF	425	5142.40 SF	497	4500.00 SF	569	6607.19 SF
66	5750.00 SF	138	5750.00 SF	210	5750.00 SF	282	5175.00 SF	354	5174.40 SF	426	5079.32 SF	498	4500.00 SF	570	5679.91 SF
67	5750.00 SF	139	5750.00 SF	211	5750.00 SF	283	5175.00 SF	355	5175.00 SF	427	5173.00 SF	499	4498.00 SF	571	5704.40 SF
68	5750.00 SF	140	5750.00 SF	212	5750.00 SF	284	5173.00 SF	356	5175.00 SF	428	5175.00 SF	500	4498.00 SF	572	5750.00 SF
69	5750.00 SF	141	5750.00 SF	213	5750.00 SF	285	5173.00 SF	357	5175.00 SF	429	5175.00 SF	501	4500.00 SF	573	5750.00 SF
70	5750.00 SF	142	5750.00 SF	214	5750.00 SF	286	5175.00 SF	358	5175.00 SF	430	5175.00 SF	502	4500.00 SF	574	5750.00 SF
71	5750.00 SF	143	5750.00 SF	215	5750.00 SF	287	5175.00 SF	359	5175.00 SF	431	5173.00 SF	503	4500.00 SF	575	5715.87 SF
72	5750.00 SF	144	5750.00 SF	216	5750.00 SF	288	5175.00 SF	360	5175.00 SF	432	5173.00 SF	504	4500.00 SF		

TRACT AREA

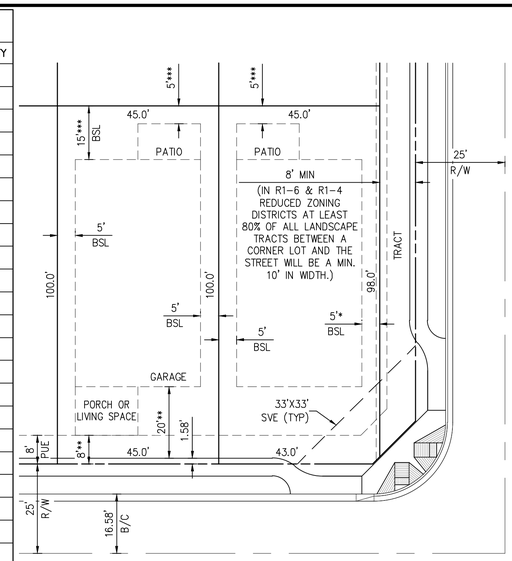
TRACT ID	TRACT USE	AREA	OWNER	RESPONSIBLE PARTY
A	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
AA	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
B	AM, OS, LS, DR, SE, PUE	32320.43 SF	AVION HOA	AVON HOA LLC
BB	OS, LS, PUE	6000.06 SF	AVION HOA	AVION HOA LLC
C	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
CC	OS, LS, PUE	2616.00 SF	AVION HOA	AVION HOA LLC
D	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
DD	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
E	OS, LS, PUE	4916.00 SF	AVION HOA	AVION HOA LLC
EE	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
F	OS, LS, PUE	4916.00 SF	AVION HOA	AVION HOA LLC
FF	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
G	OS, LS, DR, PUE	51287.77 SF	AVION HOA	AVION HOA, LLC
GG	OS, LS, PUE	2010.00 SF	AVION HOA	AVION HOA LLC
H	AM, OS, LS, DR, SE, PUE	21620.00 SF	AVION HOA	AVION HOA LLC
HH	OS, LS, PUE	2010.00 SF	AVION HOA	AVION HOA LLC
I	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
II	OS, LS, DR, IRR, PUE	40082.65 SF	AVION HOA	AVION HOA LLC
J	OS, LS, PUE	2158.49 SF	AVION HOA	AVION HOA LLC
JJ	OS, LS, PUE	1879.98 SF	AVION HOA	AVION HOA LLC
K	TEAE, OS, LS, DR, WE, PUE	117061.91 SF	AVION HOA	AVION HOA LLC
KK	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
L	DR, OS, LS, PUE	136583.84 SF	AVION HOA	AVION HOA LLC
LL	OS, LS, DR, SE, PUE	9000.00 SF	AVION HOA	AVION HOA LLC
M	OS, DR, LS, PUE	27202.44 SF	AVION HOA	AVION HOA LLC
MM	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
N	AM, OS, LS, PUE	13664.70 SF	AVION HOA	AVION HOA LLC
NN	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
O	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
OO	AM, OS, LS, DR, PUE	26500.00 SF	AVION HOA	AVION HOA LLC
P	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
PARCEL G	AM, OS, DR, LS, PUE	280474.49 SF	AVION HOA	AVION HOA LLC
PP	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
Q	OS, LS, PUE	2159.74 SF	AVION HOA	AVION HOA LLC
QQ	OS, LS, DR, IRR, PUE	90242.14 SF	AVION HOA	AVION HOA LLC
R	OS, LS, PUE	2167.70 SF	AVION HOA	AVION HOA LLC
RR	OS, LS, DR, PUE	100159.98 SF	AVION HOA	AVION HOA LLC
S	OS, LS, DR, SE, PUE	25184.26 SF	AVION HOA	AVION HOA LLC
SS	MED, LS	1872.42 SF	CITY OF GOODYEAR	AVION HOA LLC
T	AM, OS, LS, DR, PUE	51532.72 SF	AVION HOA	AVION HOA LLC
TT	MED, LS, DR	3206.17 SF	CITY OF GOODYEAR	AVION HOA LLC
U	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
UU	MED, LS, DR	7896.97 SF	CITY OF GOODYEAR	AVION HOA LLC
V	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
VV	MED, LS	1531.60 SF	CITY OF GOODYEAR	AVION HOA LLC
W	OS, LS, PUE	1711.82 SF	AVION HOA	AVION HOA LLC
WW	MED, LS	1616.99 SF	CITY OF GOODYEAR	AVION HOA LLC
X	AM, OS, LS, DR, PUE	15632.54 SF	AVION HOA	AVION HOA LLC
Y	OS, LS, PUE	1309.47 SF	AVION HOA	AVION HOA LLC
Z	OS, LS, PUE	2160.06 SF	AVION HOA	AVION HOA LLC
TOTAL OS (TRACTS)		25.78 AC	1,124,049 SF	16.79%

PARCEL AREA

TRACT ID	TRACT USE	AREA	OWNER	RESPONSIBLE PARTY
PARCEL F	FUTURE DEV.	1049482 SF	GY160 LAND SUB4, LLC	GY160 LAND SUB4, LLC

UNLESS EXPRESSLY MODIFIED IN THE DOCUMENT, ALL DEVELOPMENT WITHIN THE PROPERTY SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF GOODYEAR ZONING ORDINANCE. THE DEVELOPMENT STANDARDS FOR EACH PARCEL SHALL BE THE DEVELOPMENT STANDARDS FOR THE UNDERLYING ZONING DISTRICT OF THE PARCEL IN ACCORDANCE WITH THE CITY OF GOODYEAR ZONING ORDINANCE, EXCEPT AS MODIFIED BELOW.

STANDARD	R1-6 REDUCED	R1-4 REDUCED
LOT STANDARDS		
MINIMUM LOT AREA (sf)	5,000	3,500 sf IN PARCEL F ONLY
MINIMUM LOT DEPTH (ft)	100	90 ft IN PARCEL F ONLY
BUILDING FORM AND LOCATION		
MAXIMUM BUILDING COVERAGE	60%	65%
MINIMUM SETBACKS (ft)		
FRONT (other than front facing garage)	8	8
STREET SIDE	5 (where a minimum 8 foot wide landscape tract is provided)	5 (where a minimum 8 foot wide landscape tract is provided)
REAR	15 TO LIVING (Rear setbacks may be reduced to 10 for single-story elevations only. 10 to covered patios for single-story elevations only.	15 to living (Rear setbacks may be reduced to 10 for single-story elevations only); 5 to covered patios for single-story elevations only

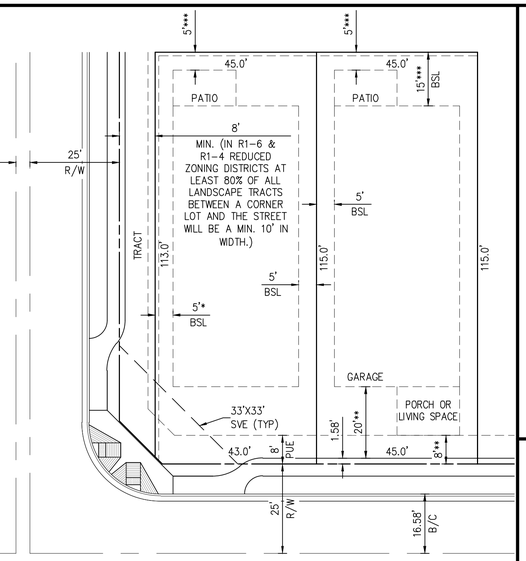


45' x 100' TYPICAL LOT

N.T.S.

45' X 100' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.



45' x 115' TYPICAL LOT

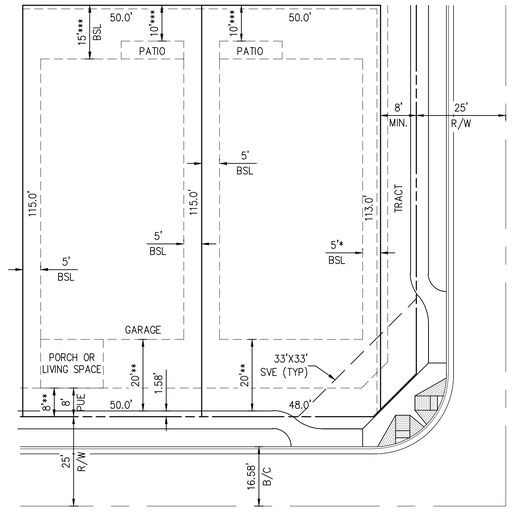
N.T.S.

45' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

ABBREVIATIONS

AM	AMENITIES
DR	DRAINAGE RETENTION
IRR	IRRIGATION
LS	LANDSCAPE
MED	MEDIAN
OS	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
SE	SEWER EASEMENT
TEAE	TEMPORARY EMERGENCY ACCESS EASEMENT
WE	WATER EASEMENT



50' x 115' TYPICAL LOT

N.T.S.

50' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 10' FOR COVERED PORCHES, AND 10' FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

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PRELIMINARY PLAT - DETAILS AND LOT AREA

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 33135 JOSEPH E. CABLE DATE SIGNED 01/22/2021 ARIZONA U.S.A.

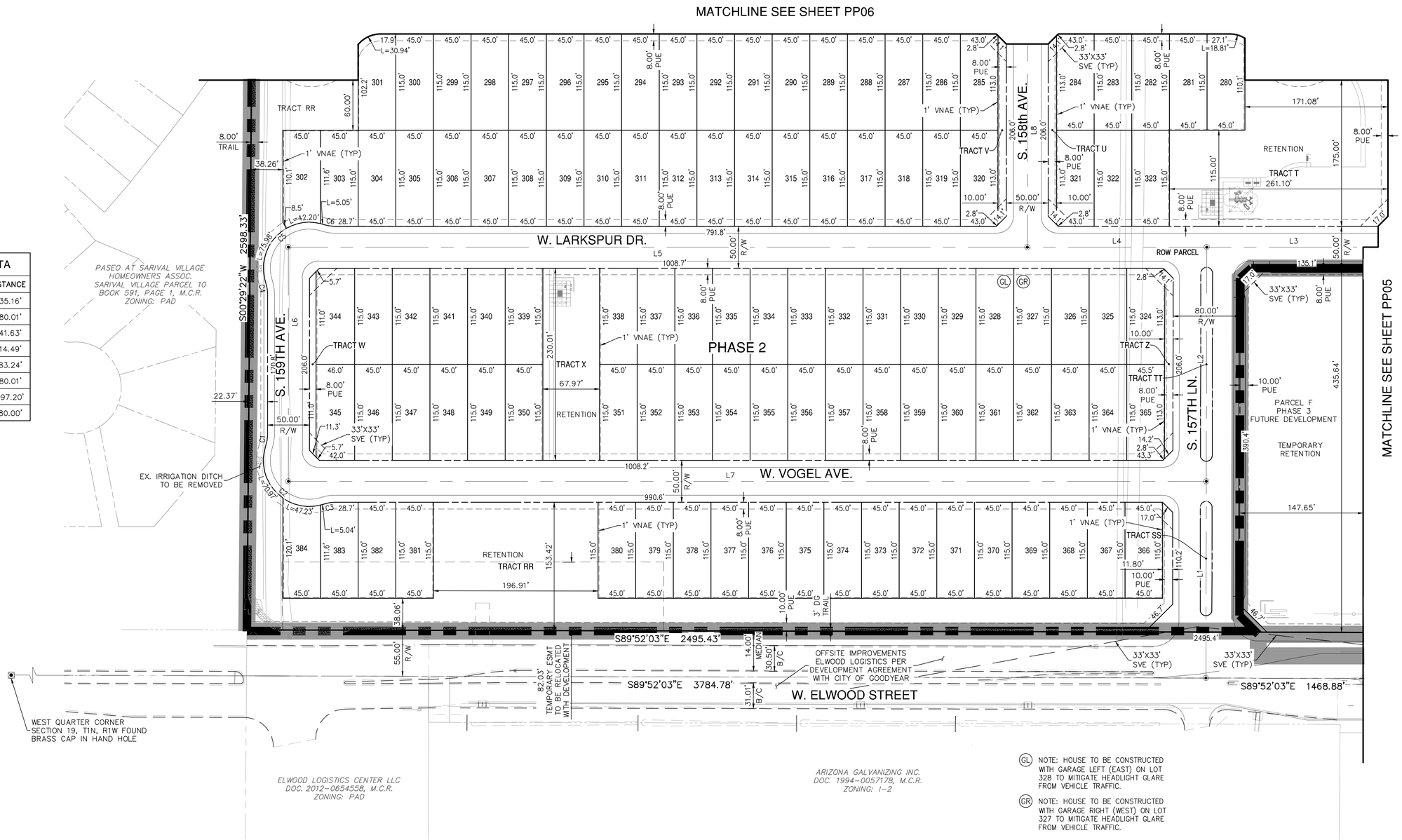
PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: V:	
JOB No. 090568-02-001		
DATE : 01/22/2021		

SHEET PP03 03 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-003-DET.dwg 02/09/2021



CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	N0°06'36"E	235.16'
L2	N0°06'36"E	280.01'
L3	N90°00'00"E	241.63'
L4	N90°00'00"W	214.49'
L5	N90°00'00"W	883.24'
L6	S0°00'08"W	280.01'
L7	N90°00'00"E	1097.20'
L8	N0°00'00"E	280.00'

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PRELIMINARY PLAT
AVION AT BALLPARK VILLAGE
GOODYEAR, AZ
MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 33135 JOSEPH E. CABLE 01/22/2021 DATE SIGNED ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

SHEET 04 OF 10 — PP04

C.O.G. 20-50000008

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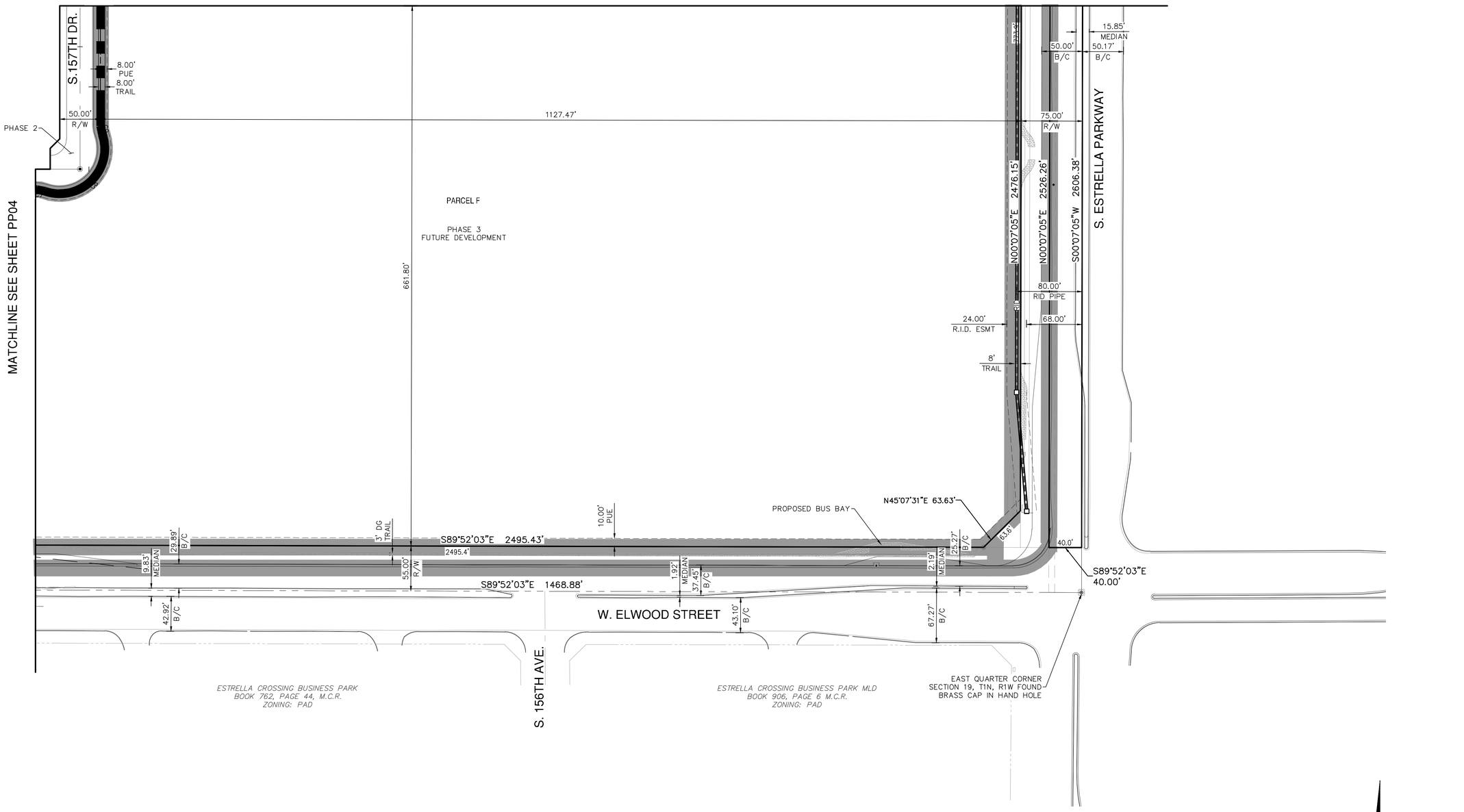

REFER TO SHEET 2
FOR CURVE DATA

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PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
33135
JOSEPH E.
CABLE
Date Signed 01/22/2021
ARIZONA U.S.A.

PLAN STATUS

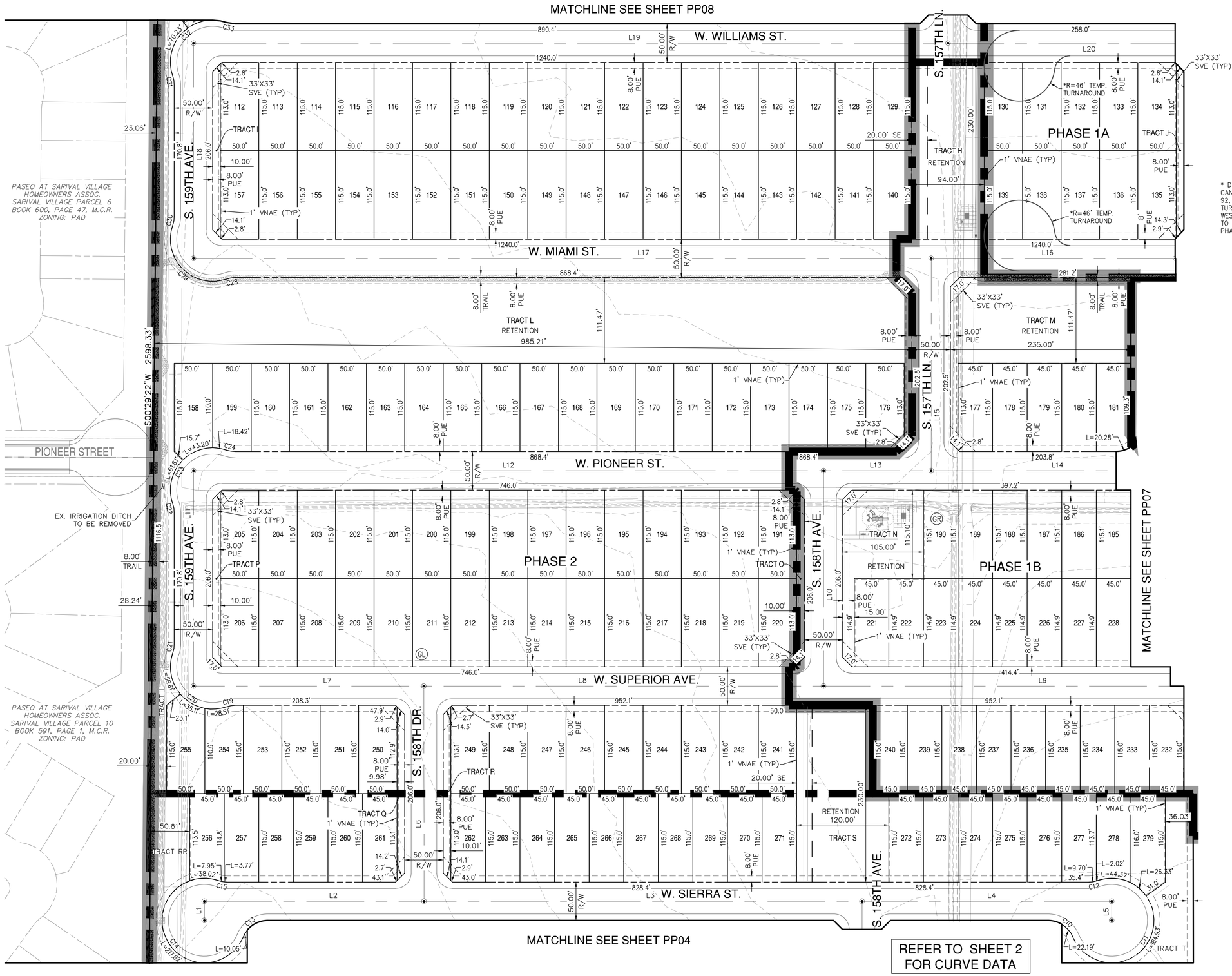
DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

SHEET 05 OF 10

PP05

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-005-PPT.dwg 01/27/2021



* DUE TO TEMPORARY TURNAROUND EASEMENT, HOMES CANNOT BE CONSTRUCTED ON LOTS 37, 38, 45, 46, 83, 92, 130, 131, 138, 139 AND 575 UNTIL EITHER THE TURNAROUND AND EASEMENT ARE RELOCATED TO THE WEST OF THE LOT OR UNTIL THE STREET IS EXTENDED TO PROVIDE EGRESS BY WAY OF CONSTRUCTION OF PHASE 1B.

CENTERLINE DATA

LINE #	BEARING	DISTANCE
L1	S0°00'00"E	25.00'
L2	N90°00'00"W	285.91'
L3	N90°00'00"W	569.94'
L4	N90°00'00"W	325.00'
L5	N0°00'00"E	25.00'
L6	N0°02'25"W	280.00'
L7	N90°00'00"E	299.87'
L8	N90°00'00"E	520.13'
L9	N90°00'00"E	505.99'
L10	N0°00'02"W	280.00'
L11	S0°00'02"E	280.00'
L12	N90°00'00"W	820.00'
L13	N90°00'00"W	140.00'
L14	N90°00'00"W	323.75'
L15	S0°00'00"E	276.47'
L16	N90°00'00"E	318.17'
L17	N90°00'00"E	960.00'
L18	S0°00'00"E	280.00'
L19	N90°00'00"W	982.00'
L20	N90°00'00"W	332.00'

(GL) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE LEFT (WEST) ON LOT 211 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (WEST) ON LOT 190 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

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PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 33135 JOSEPH E. CABLE DATE SIGNED 01/22/2021 ARIZONA U.S.A.

PLAN STATUS

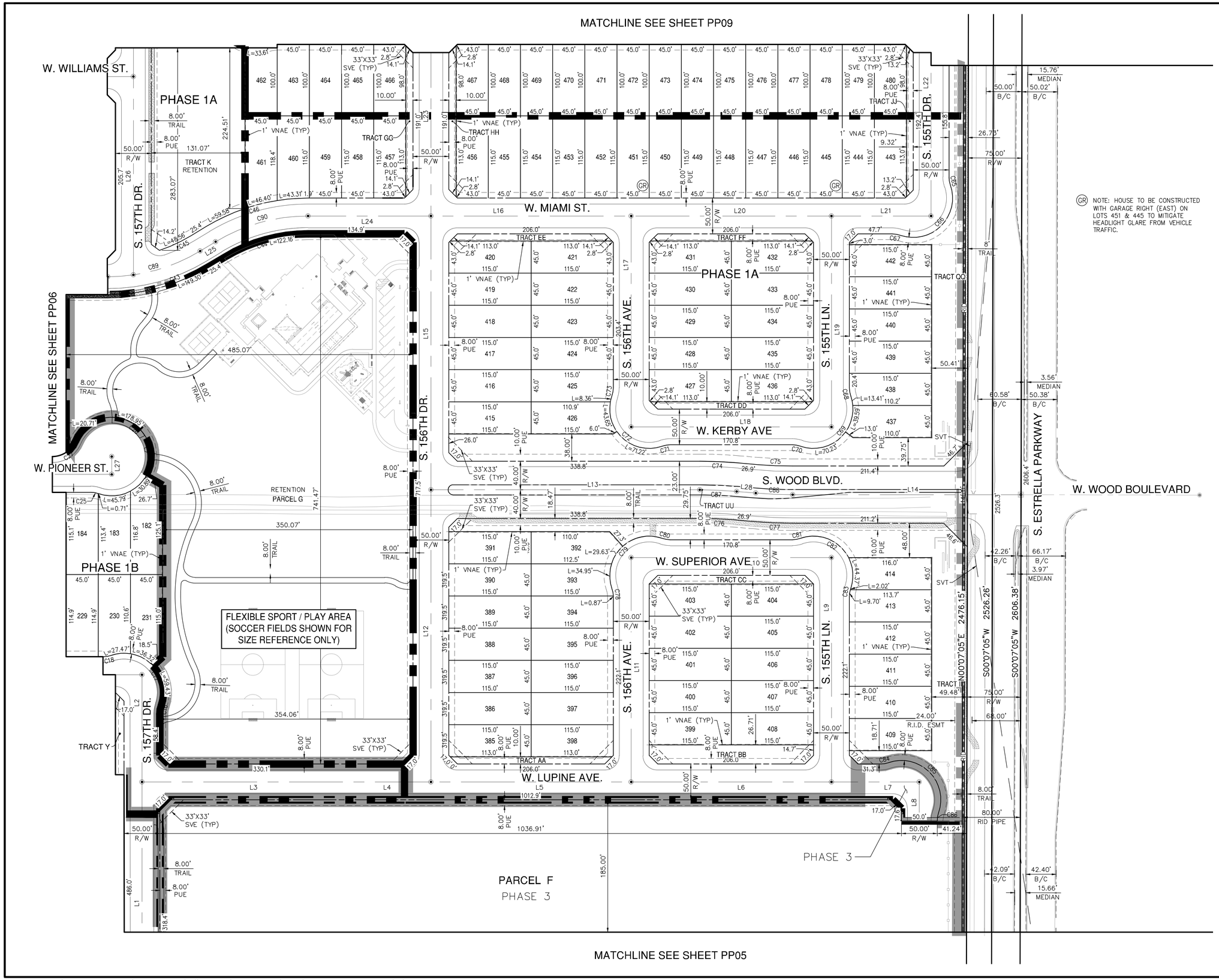
DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

SHEET 06 OF 10

PP06

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-006-PPT.dwg 02/09/2021



CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	S0°00'48"E	410.00'
L2	N0°00'48"W	150.00'
L3	N90°00'00"W	266.91'
L4	N90°00'00"W	137.13'
L5	N90°00'00"W	280.00'
L6	N90°00'00"W	280.00'
L7	N90°00'00"W	122.87'
L8	N0°00'00"E	54.58'
L9	N0°00'00"E	313.71'
L10	N90°00'00"W	280.00'
L11	S0°00'00"E	313.71'
L12	N0°00'00"E	408.47'
L13	N90°00'00"E	375.79'
L14	N90°00'00"E	319.32'
L15	N0°00'00"E	383.00'
L16	N90°00'00"E	280.00'
L17	S0°00'00"E	295.00'
L18	N90°00'00"E	280.00'
L19	N0°00'00"E	295.00'
L20	N90°00'00"W	280.00'
L21	N90°00'00"E	139.32'
L22	N0°00'00"E	265.00'
L23	N0°00'00"E	265.00'
L24	N90°00'00"W	171.86'
L25	S58°53'34"W	25.36'
L26	N0°00'00"E	277.42'
L27	S0°00'00"E	25.00'
L28	S85°04'07"E	26.88'

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PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 33135 JOSEPH E. CABLE 01/22/2021 ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

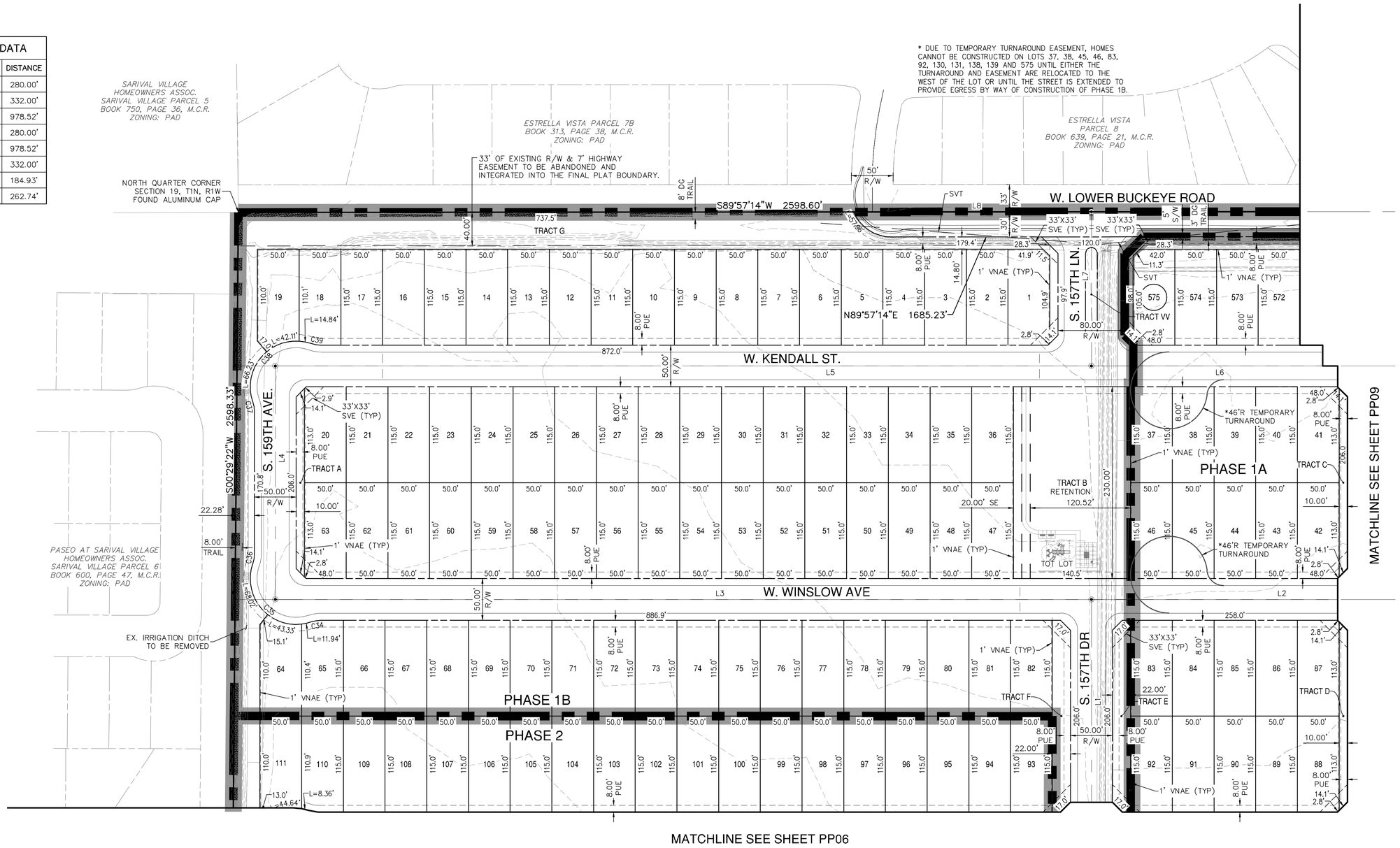
SHEET 07 OF 10

PP07

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-007-PPT.dwg 01/27/2021

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	S0°00'00"E	280.00'
L2	N90°00'00"E	332.00'
L3	N90°00'00"E	978.52'
L4	S0°00'00"E	280.00'
L5	N90°00'00"W	978.52'
L6	N90°00'00"W	332.00'
L7	N0°00'00"E	184.93'
L8	N89°57'14"E	262.74'



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PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 33135 JOSEPH E. CABLE DATE SIGNED 01/22/2021 ARIZONA U.S.A.

PLAN STATUS

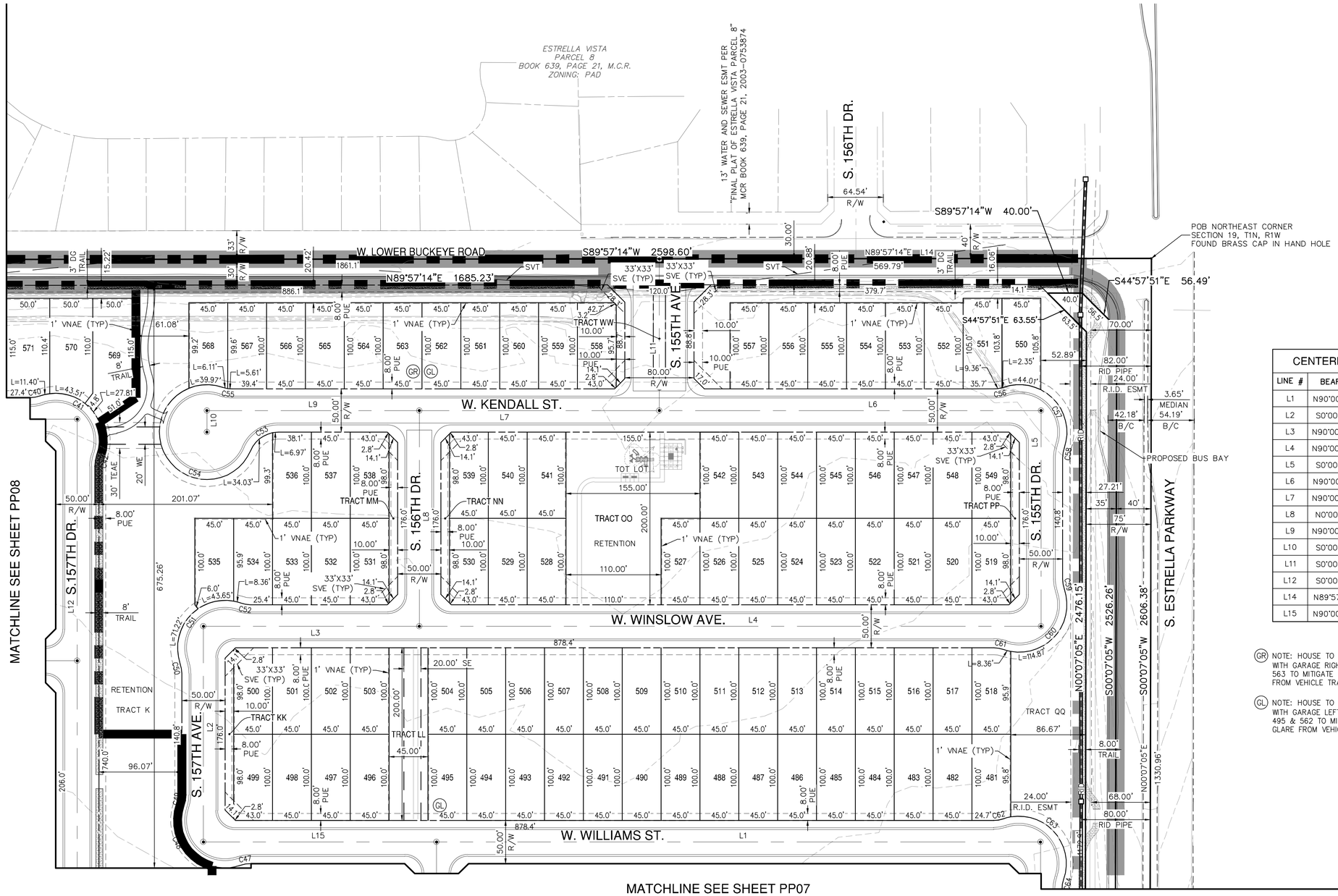
DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP08

SHEET 08 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-008-PPT.dwg 02/26/2021



CENTERLINE DATA		
LINE #	BEARING	DISTANCE
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L2	S0°00'00"E	250.00'
L3	N90°00'00"W	250.00'
L4	N90°00'00"W	720.00'
L5	S0°00'00"E	250.00'
L6	N90°00'00"E	442.00'
L7	N90°00'00"W	278.00'
L8	N0°00'00"E	250.00'
L9	N90°00'00"W	245.99'
L10	S0°00'00"E	25.00'
L11	S0°00'00"E	175.74'
L12	S0°00'00"E	560.00'
L14	N89°57'14"E	569.79'
L15	N90°00'00"E	270.00'

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (EAST) ON LOT 563 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

(GL) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE LEFT (WEST) ON LOTS 495 & 562 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

REFER TO SHEET 2 FOR CURVE DATA

60 30 0 60 120
GRAPHIC SCALE
1" = 60'

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PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 33135
JOSEPH E. CABLE
Date Signed 01/21/2021
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP09

SHEET 09 OF 10

C.O.G. 20-50000008

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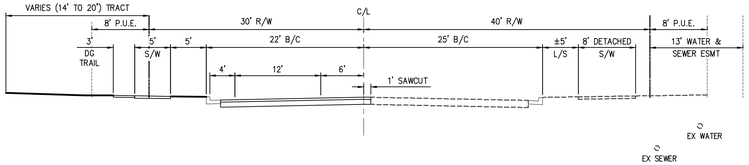
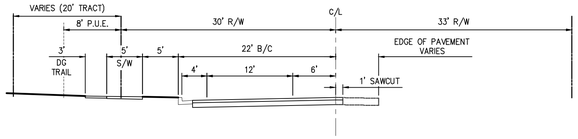
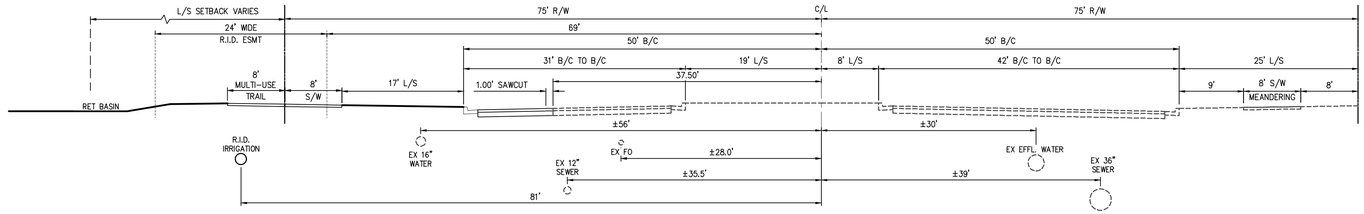


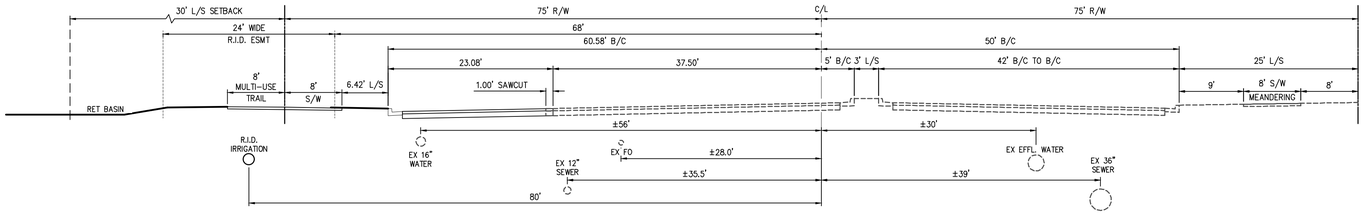
MODIFIED MINOR COLLECTOR STREET (LOOKING WEST)
W. LOWER BUCKEYE ROAD, ADJACENT TO ESTRELLA VISTA PARCEL 8



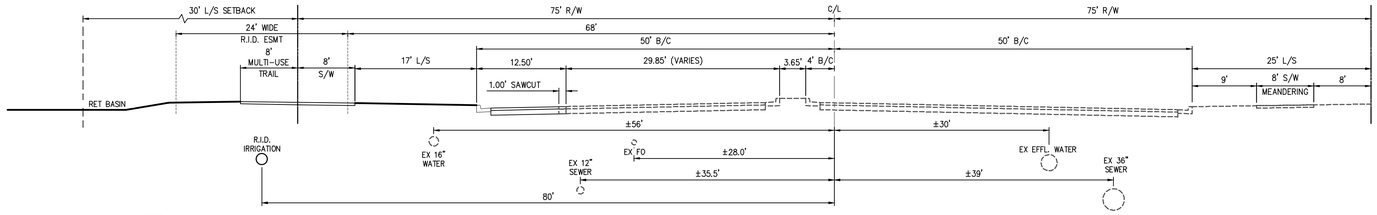
MODIFIED MINOR COLLECTOR STREET (LOOKING WEST)
W. LOWER BUCKEYE ROAD, ADJACENT TO ESTRELLA VISTA PARCEL



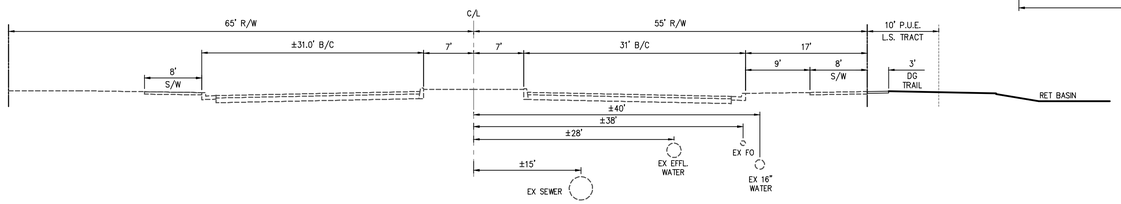
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY



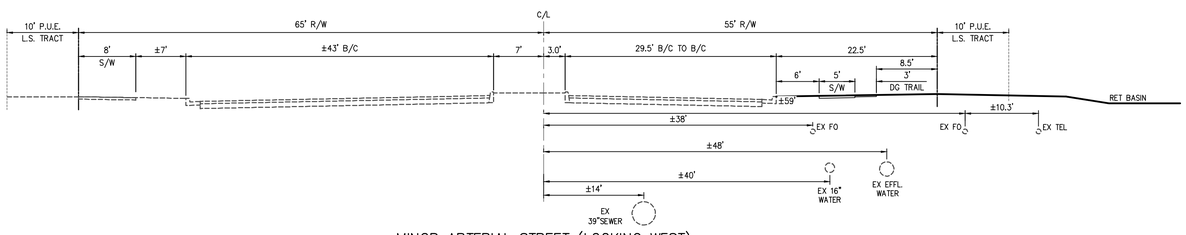
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY WITH RIGHT TURN LANE



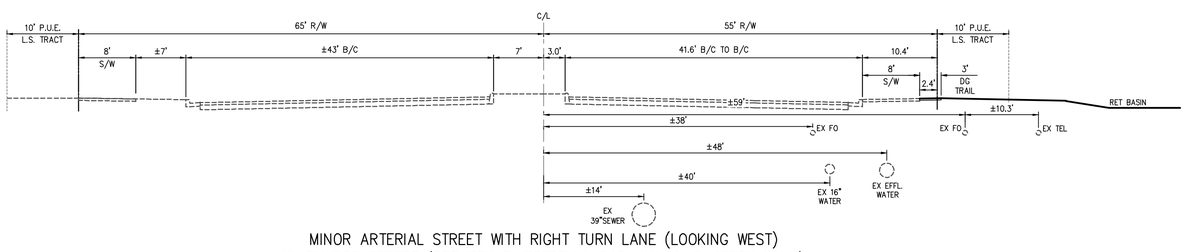
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY WITH LEFT TURN LANE



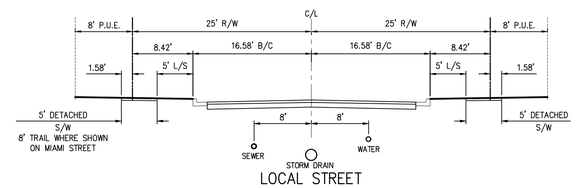
MINOR ARTERIAL STREET (LOOKING WEST)
W. ELWOOD STREET (WEST OF S. 157TH LANE)



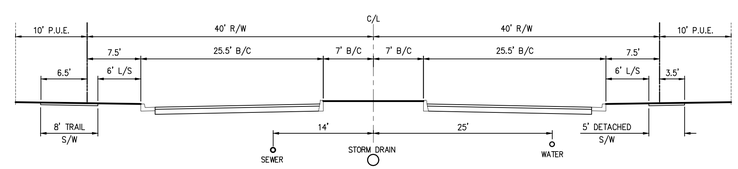
MINOR ARTERIAL STREET (LOOKING WEST)
W. ELWOOD STREET (BETWEEN ESTRELLA PARKWAY & S. 157TH LANE)



MINOR ARTERIAL STREET WITH RIGHT TURN LANE (LOOKING WEST)
W. ELWOOD STREET (BETWEEN S. ESTRELLA PARKWAY & S. 157TH LANE)



LOCAL STREET
(LOOKING NORTH OR WEST)



SPECIAL USE MAJOR COLLECTOR
(LOOKING NORTH OR WEST)

Bowman CONSULTING

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PRELIMINARY PLAT - STREET SECTIONS
AVION AT BALLPARK VILLAGE
MARICOPA COUNTY
GOODYEAR, AZ

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 33135
JOSEPH E. CABLE
Date Signed 01/22/2021
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD
SCALE	H: V:	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP10
SHEET 10 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-010-PPT.dwg 02/26/2021

AGENDA ITEM #:
DATE: 3/22/2021
CAR #: 2021-7175

COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR AVION AT BALLPARK VILLAGE

CASE NUMBER: 20-500-00008

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

OTHER PRESENTER(S): Malik Brown, Bowman Consulting

SUMMARY:

Preliminary Plat for Avion at Ballpark Village subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels.

RECOMMENDATION:

Approve the preliminary plat for Avion at Ballpark Village attached hereto, subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels (the "Property"), subject to the following stipulations:

1. Final plats subdividing all or part of the Property shall not be approved unless they provide for secondary access points and a looped water system that meet applicable standards. No final plat subdividing all or part of the Property shall be recorded until all dedications of easements and/or right-of-way located outside the boundaries of the portion of the Property included in the final plat(s) needed for secondary access points and a looped water system have been recorded and recording information inserted onto the final plat(s). All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the rights-of-way shall be dedicated lien free and in fee.
2. Unless Owner has received approval of the City Council for the abandonment of the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision and all conditions for the abandonment to become effective have been satisfied, Owner shall construct full south half-street improvements within the existing W. Lower Buckeye Road alignment from Estrella Parkway to the western boundary of the Property required for a Minor Collector Road, which road shall include but not be limited to: paving consisting of a minimum 4-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The south half-street improvements referred to herein shall be constructed

pursuant to a written phasing plan approved by the City Engineer or his designee;

3. If the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision is to be abandoned, no final plat subdividing all or part of the Property located within the portion of the Property identified as Phase 1B shall be recorded until the City Council has approved the abandonment and all conditions for the abandonment to become effective have been satisfied, including the relocation, at Owner's sole cost and expense, of existing improvements within the abandonment area if required and the granting of easements needed for the relocated utilities.
4. If the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision has been abandoned, Owner shall construct full south half-street improvements within the existing W. Lower Buckeye Road alignment from Estrella Parkway to 157th Avenue required for a Minor Collector Road, which road shall include but not limited to: paving consisting of a minimum 4-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. In addition, Owner shall construct a pedestrian path along the northern boundary of the Property west of 157th Avenue following the abandonment referred to below beginning at the point where the existing improvements within W. Lower Buckeye Road ends to the western boundary of the Property. The pedestrian path shall include a minimum of an eight (8) foot stabilized granite path with landscaping on either side of the pedestrian path comparable to landscaping required for a Collector Street Median with low water consumptive plants from the ADWR's approved list and decomposed granite in accordance with the Engineering Design Standards and Policies. The improvements described herein shall be constructed pursuant to a written phasing plan approved by the City Engineer or his designee.
5. Unless Owner makes an in-lieu payment as provided in stipulation 6, Owner shall construct full north half-street improvements for Elwood Street required for a Minor Arterial as set forth in the Engineering Design Standards in effect at the time of construction for the section of Elwood Street along the southern boundary of the Property, including, but not limited to, pavement, curb and gutter, one-half median, one-half median landscaping, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Elwood Street Improvements"). Notwithstanding the foregoing, at the request of the City Engineer or designee, rather than constructing the median and installing the median landscaping, Property Owner shall remit to the City an in-lieu payment for one-half the cost of a full median and full-median landscaping, for any required median. The in-lieu payment for the median shall be based on the estimated cost of the improvements as determined by the City Engineer or designee and the in-lieu payments for the medians and median landscaping shall be paid prior to the recordation of the first final plat subdividing all or part of the property adjacent to the roadway where a median is to be installed. The Elwood Street Improvements shall either be completed and accepted by the City Engineer or his designee subject to the two-year warranty period or shall be substantially completed as determined by the City Engineer or his designee and financial assurances provided to the City to ensure the completion of the Elwood Street Improvements prior to the issuance of the first building permit for the construction of any structure, except for model homes; within any portion of the

Property included within any final plat subdividing all or part of the Property adjacent to Elwood Street;

6. If, when Owner records a final plat subdividing all or part of the Property adjacent to Elwood Street or seeks approval of a site plan for development of a portion of the Property adjacent to Elwood Street, the Elwood Street Improvements have been constructed by others, are under construction by others, or have been permitted by others, Owner shall remit to the City an in-lieu payment for the costs incurred in constructing such improvements if completed or an in-lieu payment for the estimated costs of constructing such improvements. The in-lieu payment required herein shall be made prior to the recordation of the first final plat subdividing all or part of the Property adjacent to Elwood Street or prior to the issuance of any permit associated with infrastructure required with the approval of the first site plan for development of a portion of the Property adjacent to Elwood Street, whichever is earlier. To the extent legally enforceable, the City will limit the amount of the in-lieu payment to be made pursuant to this stipulation to the amount reflected in any private agreement between the Owner and the entity that funded the construction of the Elwood Street Improvements provided a copy of the private agreement is submitted to the City when the in-lieu payment is requested. If there is a challenge to the enforceability to the amount of the in-lieu payment, the City will collect the full amount of the in-lieu payment described herein until the dispute is resolved;

7. Owner shall construct full west half-street improvements to Estrella Parkway required for a Scenic Arterial as set forth in the Engineering Design Standards in effect at the time of construction for the section of Estrella Parkway along the eastern boundary of the Property, which improvements include, but are not limited to, pavement, curb and gutter, sidewalks, bus bays, street frontage landscape and landscape irrigation, and street lighting (the "Estrella Parkway Improvements"). No building permits for the construction of any structure, except for model homes, shall be issued within any portion of the Property until the Estrella Parkway Improvements have been completed and accepted by the City Engineer or his designee subject to the two-year warranty period or have been substantially completed as determined by the City Engineer or his designee and financial assurances provided to the City to ensure the completion of the Estrella Parkway Improvements;

8. 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 his 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 his designee;

9. The Owner is responsible for a proportionate share of the costs for adjacent traffic signals and for additional adjacent traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. Owner shall make an in-lieu payment for the cost of traffic signal adjacent to the Property. The in-lieu payment shall be made prior to the recordation of any final plat that includes any portion of the Property adjacent to the intersection for which an in-lieu payment is required. 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% at Lower Buckeye Road and Estrella Parkway;
    b. 50% at Wood Boulevard and Estrella Parkway;
    c. 25% at Elwood Street and Estrella Parkway;
10. In addition to the specific infrastructure identified herein, 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;
11. 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 recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for work within the Property, whichever is earlier;
12. Owner shall dedicate to the City, at no cost to the City and in a form approved by the City Attorney or his designee, drainage easements located within or outside the boundaries of portion of the Property being platted prior to or concurrent with the recordation of any final plat that will accommodate storm-water run-off generated from the portion of the Property being platted, from historical flows from the portion of the Property being platted, and from roadways within and adjacent to the portion of the Property being platted.
13. Prior to or concurrent with the recordation of any final plat subdividing all or part of the portion of the Property, Owner shall dedicate sanitary sewer (and access) easements in locations approved by the City Engineer, whether inside or outside the boundaries of such final plat, as needed to provide sewer service to the portion of

the Property subject to the final plat. Such easements shall be dedicated to the City, at no cost to the City and in a form approved by the City Attorney or his designee.

14. Prior to or concurrent with the recordation of any Final Plats subdividing all or part of the portion of the Property identified in this preliminary plat as Phase 1A, Owner shall dedicate temporary turnaround easements to the city, in form approved by the City Attorney or his designee, at the following locations:
    a. within lots 37 and 38 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Kendall Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
    b. within lots 46 and 45 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Winslow Avenue to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
    c. within lots 130 and 131 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Williams Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
    d. within lots 139 and 138 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Miami Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
15. No building permits shall be issued for Lots 37, 38, 45, 46, 130, 131, 138, and 139 until the temporary turn-around easement located within such lots have been terminated.
16. No building permits shall be issued for Lots 37, 38, 574, 575, 45, 46, 83, 84, 130, 131, 91, 92, 139 and 138 until all street improvements need to provide two points of access to such lots have been completed and accepted by the City subject to the two-year warranty period and all utility infrastructure improvements (water and sewer) needed for the City to provide water and sewer service to such lots have been completed and accepted by the City subject to the two-year warranty period.

Because the locations of 157th Lane and 157th Avenue within the Property are not aligned with and are out of sequence with the locations of these roadways within Estrella Vista on the north side of W. Lower Buckeye Road, signing and striping plans submitted with construction plans for W. Lower Buckeye Road shall provide for signage identifying the turn-off from W. Lower Buckeye Road to 157th Avenue into Estrella Vista and for signage identifying the turn-off from W. Lower Buckeye Road to 157th Lane into the Property.

FISCAL IMPACT:

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development

impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS:

On October 26, 2020 the City Council adopted Ordinance No. 2020-1480 approving the Avion at Ballpark Village Planned Area Development which designated the parcels for single-family residential uses.

STAFF ANALYSIS:

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with 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. The required reports and studies submitted in connection with the application for the preliminary plat have been approved and demonstrate compliance with applicable subdivision regulations and design principals and the proposed preliminary plat demonstrates compliance with the property's zoning, public objectives, subdivision design principles and standards, and streets and thoroughfare planning, including open space requirements. 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:

This parcel consists of subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels. One of the two parcels will contain the central amenity center, the other parcel will be subdivided into additional lots as part of a separate future action.

Existing land uses and zoning surrounding the subject property include the following:

- North - Estrella Vista (residential)
- South – Estrella Crossing Business Park (commercial) (vacant industrial) and Arizona Galvanized (industrial);
- East – Ballpark Village (vacant multi-family residential and commercial), Goodyear Ballpark;
- West – Sarival Village (residential)

Luke Air Force Base and Phoenix Goodyear Airport:

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.

The subject property is located within the overflight boundary of Phoenix-Goodyear Airport. Phoenix-Goodyear Airport was given the opportunity to comment on the application and recommended approval subject to the applicable stipulations that were approved with the 2008 PAD Ordinance. Those stipulations were carried over to the proposed rezone and are included in the PAD Ordinance. A portion of the area being rezoned is within the 60 DNL (Day-night Noise Level), which does not restrict residential uses.

Fire Department:

Fire station response times are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path			2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles			Mins	Miles	Mins	Miles
#184/181	3.91	1.95	5.11	2.56		#185	9.92	4.96	11.13	5.56

Police Department:

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

Water/Wastewater:

The subject property will be served by the city of Goodyear. Existing public infrastructure is located adjacent to the property, and the property owner and/or developer will be responsible for the costs of making the necessary connections to these existing services.

Streets/Access:

The property is adjacent to Estrella Parkway, Elwood Street and Lower Buckeye Road; all of these are city of Goodyear rights-of-way. Future development will be responsible for improving adjacent roadways to their ultimate condition and constructing other internal public roadways as needed to serve the development.

School Districts:

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

Staff Findings:

The preliminary plat is consistent with the development standards established within the Avion at Ballpark Village Planned Area Development. The preliminary plat is consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plat by a vote of (7-0) at their regular meeting on March 10, 2021.

ATTACHMENTS:

1. Aerial Photo
2. Preliminary Plat
3. Conceptual Landscape Plan

FINAL PLAT OF
AVION AT BALLPARK VILLAGE PHASE 2

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:
THAT GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE PORTION OF THE PROPERTY INCLUDED IN THIS FINAL PLAT AND DESCRIBED AS SUB 2 PROPERTY (THE "SUB 2 PROPERTY") AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE PORTION OF THE PROPERTY INCLUDED IN THIS FINAL PLAT AND DESCRIBED AS SUB 3 PROPERTY (THE "SUB 3 PROPERTY") COLLECTIVELY HAVE SUBDIVIDED UNDER THE NAME OF "AVION AT BALLPARK VILLAGE PHASE 2 ONSITE", BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "AVION AT BALLPARK VILLAGE PHASE 2 ONSITE" AND HEREBY DECLARE 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.

GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS R/W SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 2 PROPERTY DESCRIBED HEREIN; SUBJECT TO THE MEDIAN AND LANDSCAPE EASEMENT BEING DEDICATED HEREIN, AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS R/W SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 3 PROPERTY AS DESCRIBED HEREIN.

GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("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 WITHIN TRACTS AND LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 2 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("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 WITHIN TRACTS AND LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE SUB 3 PROPERTY AS DESCRIBED HEREIN (COLLECTIVELY THE "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 OWNERS AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS (V.N.A.E.) UPON, OVER, AND ACROSS ALL AREAS IN THIS PLAT FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE SUB 2 PROPERTY; AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS (V.N.A.E.) UPON, OVER, AND ACROSS ALL AREAS IN THIS PLAT FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE SUB 3 PROPERTY (COLLECTIVELY 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.

GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS L AND S1, INCLUDED WITHIN THE SUB 2 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS RR, S2, T, AND X INCLUDED WITH THE SUB 3 PROPERTY AS DESCRIBED HEREIN. THE NON-EXCLUSIVE DRAINAGE EASEMENTS DEDICATED HEREIN ARE FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY 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"). OWNERS AT OWNERS' EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNERS HAVE FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNERS' EXPENSE. OWNERS SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNERS SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNERS' FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNERS AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS L, RR, S1, S2, T AND X.

GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO TRACTS F2, I, L, O, P, Q1, R1 AND S1 INCLUDED WITHIN THE SUB 2 PROPERTY DESCRIBED HEREIN AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO TRACTS Q2, R2, RR, S2, T, U, V, W, X, XX AND Z INCLUDED WITHIN THE SUB 3 PROPERTY DESCRIBED HEREIN HEREBY DECLARE TRACTS F2, I, L, O, P, Q1, Q2, R1, R2, RR, S1, S2, T, U, V, W, X, XX AND Z AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION. SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN. GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO AS TO TRACTS F2, I, L, O, P, Q1, R1 AND S1 INCLUDED WITHIN THE SUB 2 PROPERTY DESCRIBED HEREIN AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO TRACTS Q2, R2, RR, S2, T, U, V, W, X, XX AND Z INCLUDED WITHIN THE SUB 3 PROPERTY DESCRIBED HEREIN CONVEY TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ALL TRACTS WITHIN THIS FINAL PLAT FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

SUBJECT TO THE TERMS SET FORTH HEREIN, THE CITY OF GOODYEAR GRANTS AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION AN ARIZONA NON-PROFIT CORPORATION A MEDIAN AND LANDSCAPE EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED M/L DEDICATED HEREON. IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN, REPAIR, AND REPLACE LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L DEDICATED HEREON, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT-OF-WAY. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE LANDSCAPING INSTALLED WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L DEDICATED HEREON, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L DEDICATED HEREON. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY WITHIN THREE (3) BUSINESS DAYS AFTER BEING NOTIFIED OF SUCH UNSAFE CONDITION BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L DEDICATED HEREON IF THE CITY ENGINEER OR HIS/HER DESIGNEE IN HIS/HER REASONABLE DISCRETION DETERMINES THAT THE SAFETY OF THE PUBLIC REQUIRES THAT THE UNSAFE CONDITION BE REMEDIATED BEFORE THREE (3) BUSINESS DAYS OF ITS DISCOVERY, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION FAIL TO MAINTAIN THE LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L DEDICATED HEREON AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN SUCH REMOVAL. IN ANY DISPUTE UNDER THIS AGREEMENT, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO COLLECT ITS REASONABLE ATTORNEYS' FEES, AND OTHER COSTS AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

DEDICATION (CONTINUED)

IN WITNESS WHEREOF:
GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, HAVE HEREUNTO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED THIS __ DAY OF _____, 2023.

GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: GY160 CSW LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: COMMUNITIES SOUTHWEST, INC., AN ARIZONA CORPORATION
ITS: MANAGER

BY: _____
MICHAEL KERN, PRESIDENT

BY: _____
GREG LEHMANN, EXECUTIVE VICE PRESIDENT

GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: GY160 CSW LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: COMMUNITIES SOUTHWEST, INC., AN ARIZONA CORPORATION
ITS: MANAGER

BY: _____
MICHAEL KERN, PRESIDENT

BY: _____
GREG LEHMANN, EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA }
} S.S.
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} S.S.
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION HEREBY: (I) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION IN THIS FINAL PLAT; (II) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS FINAL PLAT; AND (III) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACTS F2, I, L, O, P, Q1, Q2, R1, R2, RR, S1, S2, T, U, V, W, X, XX AND Z AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PROPERTY DESCRIBED HEREIN.

_____
SIGNATURE DATE

ACKNOWLEDGMENT

STATE OF ARIZONA }
} S.S.
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

NOTES

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

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

3. 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.

4. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER EASEMENT AREAS, AND THE WASTEWATER EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL.

5. 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 OWNER 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 OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE OWNER'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.

6. 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 OWNER 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 OWNER 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 OWNER'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) 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.

7. STRUCTURES WITHIN SIGHT VISIBILITY TRIANGLES WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN SIGHT VISIBILITY TRIANGLES 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.

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

9. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES AND COMPLAINTS OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE AREA.

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

11. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND, EXCLUDING POWER LINES 69 KV AND LARGER.

12. 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.

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

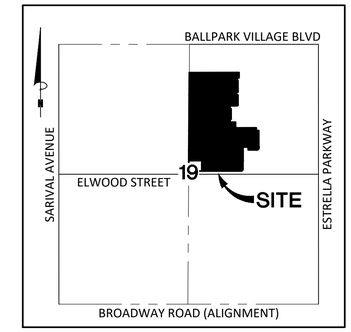
14. REGARDING THE MAINTENANCE RESPONSIBILITY OF LANDSCAPING BETWEEN THE SIDEWALK AND CURB WITHIN THE COMMUNITY:
A) THE AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, IS RESPONSIBLE FOR MAINTAINING THE LANDSCAPING BETWEEN THE SIDEWALK AND THE CURB IN FRONT OF THE SINGLE-FAMILY LOTS, AND FOR CORNER LOTS, THE LANDSCAPING BETWEEN THE SIDEWALK AND THE CURB IN FRONT OF AND ON THE SIDE OF THE SINGLE-FAMILY LOTS.

15. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

16. AT TEE-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS.

UTILITIES

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



VICINITY MAP
N.T.S.

OWNER (SUB 2 PROPERTY)

GY160 LAND SUB 2 LLC
7001 N SCOTTSDALE ROAD, STE 1015
SCOTTSDALE, AZ 85253
PHONE: (480) 315-2600
CONTACT: GREG LEHMANN
glehmann@commsw.com

OWNER (SUB 3 PROPERTY)

GY160 LAND SUB 3 LLC
7001 N SCOTTSDALE ROAD, STE 1015
SCOTTSDALE, AZ 85253
PHONE: (480) 315-2600
CONTACT: GREG LEHMANN
glehmann@commsw.com

ENGINEER

BOWMAN
6751 N. SUNSET BLVD #325
GLENDALE, AZ 85305
PHONE: (480) 559-8360
CONTACT: JOE CABLE
jcable@bowman.com

SURVEYOR

BOWMAN
1600 N DESERT DRIVE, #210
TEMPE, AZ 85281
PHONE: (480) 629-8830
CONTACT: DOUG TONEY
dtoney@bowman.com

SHEET INDEX

1 COVER, DEDICATION, SITE DATA, BASIS OF BEARINGS, CERTIFICATION, NOTES
2 TRACT AREA & USAGE TABLE, LOT AREA TABLE, SITE AREA TABLE, KEY MAP, LEGAL DESCRIPTION
3 OWNERSHIP DELINEATION MAP, OWNERSHIP LEGAL DESCRIPTIONS, LINE & CURVE TABLES, LOT DETAILS
4-7 FINAL PLAT PLAN SHEETS

SITE DATA

ZONING	PAD
NUMBER OF LOTS	248
GROSS AREA	2,217,646 SQ.FT. OR 50.9101 ACRES, MORE OR LESS
NET AREA	1,739,563 SQ.FT. OR 39.9349 ACRES, MORE OR LESS

BASIS OF BEARINGS

SOUTH 00 DEGREES 07 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE FINAL PLAT OF "AVION AT BALLPARK VILLAGE-PHASE 1A", RECORDED IN BOOK 1645 OF MAPS, PAGE 16, M.C.R.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ 10/4/23
DOUGLAS B. TONEY
REGISTERED LAND SURVEYOR NO. 55030
BOWMAN
1600 N DESERT DRIVE, #210
TEMPE, AZ 85281

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 55030
DOUGLAS B. TONEY
Date Signed 10/4/23
ARIZONA, U.S.A.

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2023.

BY: _____ ATTEST: _____
JOE PIZZILLO – MAYOR DARCIE McCRACKEN – CITY CLERK

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2023.

BY: _____
SUMEET MOHAN – CITY ENGINEER

Bowman
Bowman Consulting Group, Ltd.
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

FINAL PLAT
AVION AT BALLPARK VILLAGE PHASE 2
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE:	10/4/23

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
93	5,750	0.1320
94	5,750	0.1320
95	5,750	0.1320
96	5,750	0.1320
97	5,750	0.1320
98	5,750	0.1320
99	5,750	0.1320
100	5,750	0.1320
101	5,750	0.1320
102	5,750	0.1320
103	5,750	0.1320
104	5,750	0.1320
105	5,750	0.1320
106	5,750	0.1320
107	5,750	0.1320
108	5,750	0.1320
109	5,750	0.1320
110	5,717	0.1313
111	5,652	0.1298
112	5,748	0.1320
113	5,750	0.1320
114	5,750	0.1320
115	5,750	0.1320
116	5,750	0.1320
117	5,750	0.1320
118	5,750	0.1320
119	5,750	0.1320
120	5,750	0.1320
121	5,750	0.1320
122	5,750	0.1320
123	5,750	0.1320
124	5,750	0.1320
125	5,750	0.1320
126	5,750	0.1320
127	5,750	0.1320
128	5,750	0.1320
129	5,750	0.1320
140	5,750	0.1320
141	5,750	0.1320
142	5,750	0.1320
143	5,750	0.1320
144	5,750	0.1320

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
145	5,750	0.1320
146	5,750	0.1320
147	5,750	0.1320
148	5,750	0.1320
149	5,750	0.1320
150	5,750	0.1320
151	5,750	0.1320
152	5,750	0.1320
153	5,750	0.1320
154	5,750	0.1320
155	5,750	0.1320
156	5,750	0.1320
157	5,748	0.1320
158	5,812	0.1334
159	5,670	0.1302
160	5,750	0.1320
161	5,750	0.1320
162	5,750	0.1320
163	5,750	0.1320
164	5,750	0.1320
165	5,750	0.1320
166	5,750	0.1320
167	5,750	0.1320
168	5,750	0.1320
169	5,750	0.1320
170	5,750	0.1320
171	5,750	0.1320
172	5,750	0.1320
173	5,750	0.1320
174	5,750	0.1320
175	5,750	0.1320
176	5,748	0.1320
191	5,748	0.1320
192	5,750	0.1320
193	5,750	0.1320
194	5,750	0.1320
195	5,750	0.1320
196	5,750	0.1320
197	5,750	0.1320
198	5,750	0.1320
199	5,750	0.1320
200	5,750	0.1320

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
201	5,750	0.1320
202	5,750	0.1320
203	5,750	0.1320
204	5,750	0.1320
205	5,748	0.1320
206	5,748	0.1320
207	5,750	0.1320
208	5,750	0.1320
209	5,750	0.1320
210	5,750	0.1320
211	5,750	0.1320
212	5,750	0.1320
213	5,750	0.1320
214	5,750	0.1320
215	5,750	0.1320
216	5,750	0.1320
217	5,750	0.1320
218	5,750	0.1320
219	5,750	0.1320
220	5,748	0.1320
241	5,750	0.1320
242	5,750	0.1320
243	5,750	0.1320
244	5,750	0.1320
245	5,750	0.1320
246	5,750	0.1320
247	5,750	0.1320
248	5,750	0.1320
249	5,748	0.1320
250	5,748	0.1320
251	5,750	0.1320
252	5,750	0.1320
253	5,750	0.1320
254	5,623	0.1291
255	5,972	0.1371
256	5,022	0.1153
257	5,175	0.1188
258	5,175	0.1188
259	5,175	0.1188
260	5,175	0.1188
261	5,173	0.1188
262	5,173	0.1188

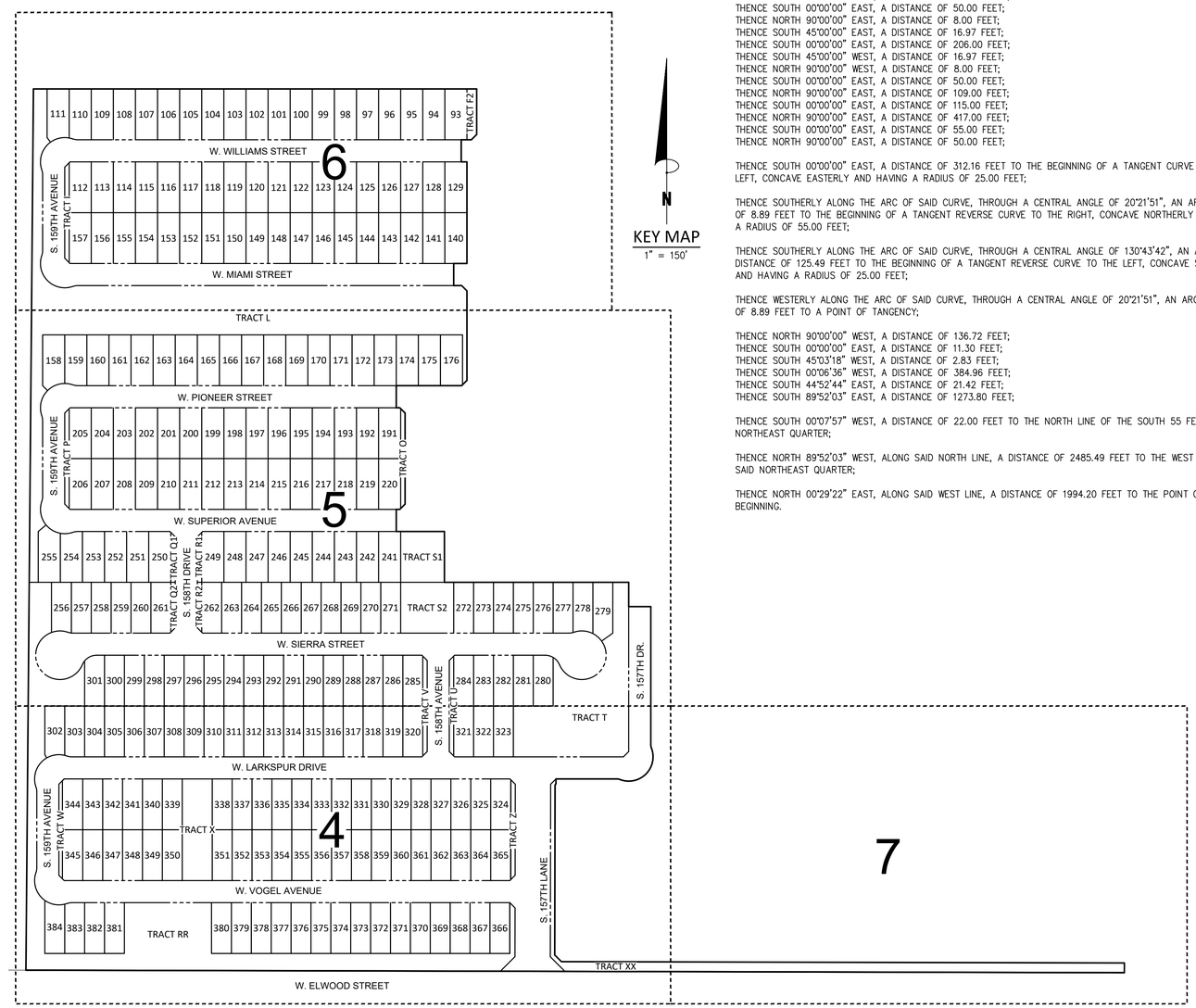
LOT AREA TABLE		
LOT	SQ. FT.	ACRES
263	5,175	0.1188
264	5,175	0.1188
265	5,175	0.1188
266	5,175	0.1188
267	5,175	0.1188
268	5,175	0.1188
269	5,175	0.1188
270	5,175	0.1188
271	5,175	0.1188
272	5,175	0.1188
273	5,175	0.1188
274	5,175	0.1188
275	5,175	0.1188
276	5,175	0.1188
277	5,171	0.1187
278	5,024	0.1153
279	5,563	0.1277
280	5,146	0.1181
281	5,175	0.1188
282	5,175	0.1188
283	5,175	0.1188
284	5,173	0.1188
285	5,173	0.1188
286	5,175	0.1188
287	5,175	0.1188
288	5,175	0.1188
289	5,175	0.1188
290	5,175	0.1188
291	5,175	0.1188
292	5,175	0.1188
293	5,175	0.1188
294	5,175	0.1188
295	5,175	0.1188
296	5,175	0.1188
297	5,175	0.1188
298	5,175	0.1188
299	5,175	0.1188
300	5,175	0.1188
301	5,069	0.1164
302	5,039	0.1157
303	5,155	0.1183
304	5,175	0.1188

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
305	5,175	0.1188
306	5,175	0.1188
307	5,175	0.1188
308	5,175	0.1188
309	5,175	0.1188
310	5,175	0.1188
311	5,175	0.1188
312	5,175	0.1188
313	5,175	0.1188
314	5,175	0.1188
315	5,175	0.1188
316	5,175	0.1188
317	5,175	0.1188
318	5,175	0.1188
319	5,175	0.1188
320	5,173	0.1188
321	5,173	0.1188
322	5,175	0.1188
323	5,175	0.1188
324	5,243	0.1204
325	5,175	0.1188
326	5,175	0.1188
327	5,175	0.1188
328	5,175	0.1188
329	5,175	0.1188
330	5,175	0.1188
331	5,175	0.1188
332	5,175	0.1188
333	5,175	0.1188
334	5,175	0.1188
335	5,175	0.1188
336	5,175	0.1188
337	5,175	0.1188
338	5,175	0.1188
339	5,175	0.1188
340	5,175	0.1188
341	5,175	0.1188
342	5,175	0.1188
343	5,175	0.1188
344	5,282	0.1213
345	5,282	0.1213
346	5,175	0.1188

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
347	5,175	0.1188
348	5,175	0.1188
349	5,175	0.1188
350	5,175	0.1188
351	5,175	0.1188
352	5,175	0.1188
353	5,175	0.1188
354	5,175	0.1188
355	5,175	0.1188
356	5,175	0.1188
357	5,175	0.1188
358	5,175	0.1188
359	5,175	0.1188
360	5,175	0.1188
361	5,175	0.1188
362	5,175	0.1188
363	5,175	0.1188
364	5,175	0.1188
365	5,217	0.1198
366	5,175	0.1188
367	5,175	0.1188
368	5,175	0.1188
369	5,175	0.1188
370	5,175	0.1188
371	5,175	0.1188
372	5,175	0.1188
373	5,175	0.1188
374	5,175	0.1188
375	5,175	0.1188
376	5,175	0.1188
377	5,175	0.1188
378	5,175	0.1188
379	5,175	0.1188
380	5,175	0.1188
381	5,175	0.1188
382	5,175	0.1188
383	5,155	0.1183
384	5,060	0.1162

TRACT AREA TABLE				
TRACT	SQ. FT.	ACRES	OWNED / MAINTAINED	DESCRIPTION
TRACT F2	2,458	0.0564	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT I	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT L	136,587	3.1356	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT O	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT P	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT Q1	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT Q2	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT R1	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT R2	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT RR	100,170	2.2996	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT S1	11,385	0.2614	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE, SEWER EASEMENT
TRACT S2	13,800	0.3168	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE, SEWER EASEMENT
TRACT T	51,507	1.1824	HOA	AMENITY, DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT U	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT V	2,160	0.0496	HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT W	1,712	0.0393	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT X	15,632	0.3589	HOA / HOA	AMENITY, DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT XX	32,234	0.7400	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT Z	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE

OVERALL AREA TABLE		
PARCEL	SQ. FT.	ACRES
BOUNDARY	2,217,645	50.9101
ROW-ONSITE-NORTH	105,564	2.4234
ROW-ONSITE-SOUTH	377,597	8.6684
NET	1,739,563	39.9349



PROPERTY LEGAL DESCRIPTION -
OVERALL SUBDIVISION BOUNDARY (THE "PROPERTY")

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 89°57'14" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2598.60 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 00°29'22" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 604.13 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 1002.90 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 103.00 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 23.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 13.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 230.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 18.00 FEET;
THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 202.47 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 148.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 206.00 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 109.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 417.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 55.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 312.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°21'51", AN ARC DISTANCE OF 8.89 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE NORTHERLY AND HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 130°43'42", AN ARC DISTANCE OF 125.49 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°21'51", AN ARC DISTANCE OF 8.89 FEET TO A POINT OF TANGENCY;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 136.72 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 11.30 FEET;
THENCE SOUTH 45°03'18" WEST, A DISTANCE OF 2.83 FEET;
THENCE SOUTH 00°06'36" WEST, A DISTANCE OF 384.96 FEET;
THENCE SOUTH 44°52'44" EAST, A DISTANCE OF 21.42 FEET;
THENCE SOUTH 89°52'03" EAST, A DISTANCE OF 1273.80 FEET;

THENCE SOUTH 00°07'57" WEST, A DISTANCE OF 22.00 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2485.49 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1994.20 FEET TO THE POINT OF BEGINNING.

Bowman
Bowman Consulting Group, Ltd.
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

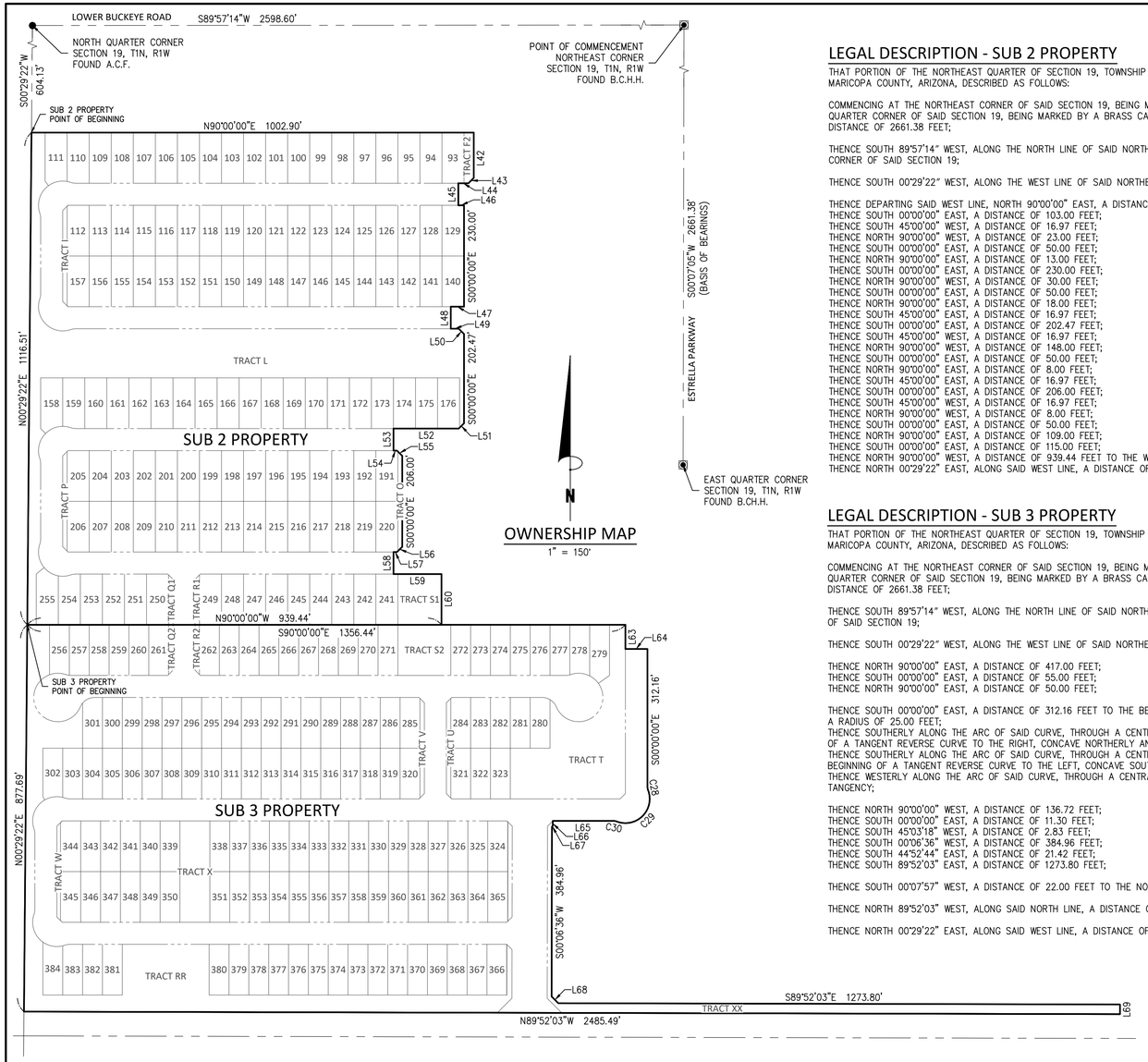
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
Date Signed 10/4/23
ARIZONA, U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE PHASE 2
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE: 10/4/23
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE
N.T.S.

File: V:\090568 - Sun 05 Farms\090568-02-001 (SUB)\Survey_DWG\Plat\090568-Avion-Ph2-Plat.dwg Plotted: Oct 05, 2023



LEGAL DESCRIPTION - SUB 2 PROPERTY

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 89°57'14" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2598.60 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 00°29'22" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 604.13 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 1002.90 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 103.00 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 23.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 13.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 230.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 18.00 FEET;
THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 202.47 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 148.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 206.00 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 109.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 939.44 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;
THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1116.51 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - SUB 3 PROPERTY

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 89°57'14" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2598.60 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 00°29'22" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1720.64 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 417.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 55.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 50.00 FEET;

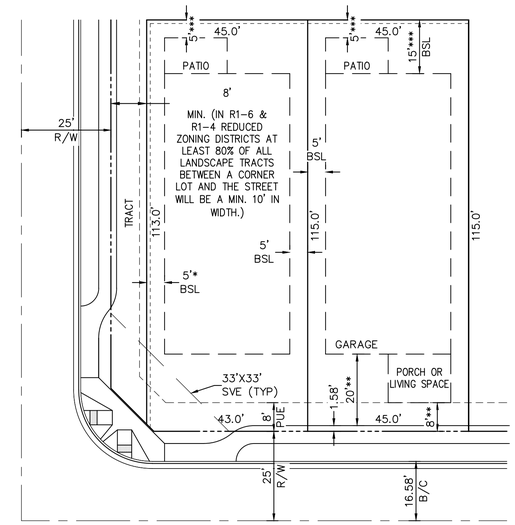
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 312.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°21'51", AN ARC DISTANCE OF 8.89 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE NORTHERLY AND HAVING A RADIUS OF 55.00 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 130°43'42", AN ARC DISTANCE OF 125.49 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°21'51", AN ARC DISTANCE OF 8.89 FEET TO A POINT OF TANGENCY;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 136.72 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 11.30 FEET;
THENCE SOUTH 45°03'18" WEST, A DISTANCE OF 2.83 FEET;
THENCE SOUTH 00°06'36" WEST, A DISTANCE OF 384.96 FEET;
THENCE SOUTH 44°52'44" EAST, A DISTANCE OF 21.42 FEET;
THENCE SOUTH 89°52'03" EAST, A DISTANCE OF 1273.80 FEET;

THENCE SOUTH 00°07'57" WEST, A DISTANCE OF 22.00 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2485.49 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 877.69 FEET TO THE POINT OF BEGINNING.



45' x 115' TYPICAL LOT

N.T.S.

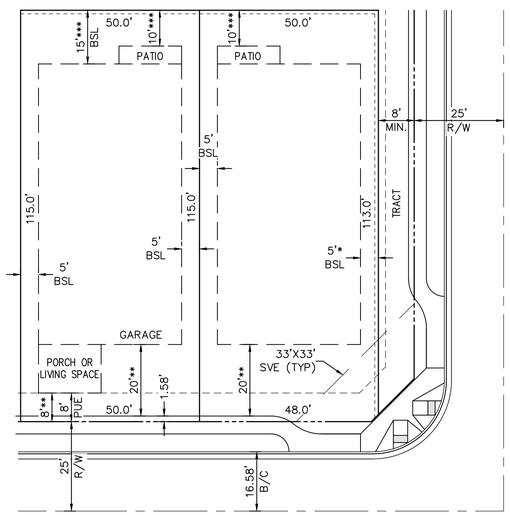
45' X 115' TYPICAL LOT

* 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.

** FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.

*** REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.

NOTE: A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.



50' x 115' TYPICAL LOT

N.T.S.

50' X 115' TYPICAL LOT

* 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.

** FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.

*** REAR SETBACKS MAY BE REDUCED TO 10' FOR COVERED PORCHES, AND 10' FOR SINGLE STORY ELEVATIONS ONLY.

NOTE: A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	16.97'	S45°00'00"W
L2	23.00'	N90°00'00"W
L3	13.00'	N90°00'00"E
L4	29.94'	N90°00'00"W
L5	18.00'	N90°00'00"E
L6	16.97'	S45°00'00"E
L7	16.97'	S45°00'00"W
L8	8.00'	N90°00'00"E
L9	16.97'	S45°00'00"E
L10	16.97'	S45°00'00"W
L11	8.00'	N90°00'00"W
L12	50.00'	N90°00'00"E
L13	46.66'	S45°07'16"W
L14	46.68'	N44°52'44"W
L15	25.00'	N00°00'00"E
L16	25.00'	N00°00'00"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L17	11.30'	S00°00'00"E
L18	2.86'	S45°03'18"W
L19	21.42'	S44°52'44"E
L20	16.97'	N45°00'00"W
L21	16.97'	N45°00'00"E
L22	15.71'	N44°59'45"W
L23	16.97'	N45°00'00"E
L24	16.97'	N45°00'00"W
L25	16.97'	S45°00'00"W
L26	16.97'	N45°00'00"W
L27	16.97'	N45°00'00"E
L28	16.97'	N45°00'00"E
L29	16.97'	N45°00'00"W
L30	16.97'	N45°00'00"W
L31	16.97'	N45°00'00"E
L32	16.97'	N45°00'00"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L33	16.97'	N45°00'00"E
L34	16.97'	N45°00'00"W
L35	16.97'	N45°00'00"E
L36	31.02'	S54°27'44"W
L37	8.46'	N30°00'14"W
L38	23.08'	N50°12'40"E
L39	13.01'	N36°01'39"W
L40	20.41'	N90°00'00"W
L41	22.00'	S00°07'57"W
L42	103.00'	S00°00'00"E
L43	16.97'	S45°00'00"W
L44	23.00'	N90°00'00"W
L45	50.00'	S00°00'00"E
L46	13.00'	N90°00'00"E
L47	29.94'	N90°00'00"W
L48	50.00'	S00°03'53"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L49	18.00'	N90°00'00"E
L50	16.97'	S45°00'00"E
L51	16.97'	S45°00'00"W
L52	148.00'	N90°00'00"W
L53	50.00'	S00°00'00"E
L54	8.00'	N90°00'00"E
L55	16.97'	S45°00'00"E
L56	16.97'	S45°00'00"W
L57	8.00'	N90°00'00"W
L58	50.00'	S00°00'00"E
L59	109.00'	N90°00'00"E
L60	115.00'	S00°00'00"E
L61	10.00'	N90°00'00"W
L62	10.00'	N90°00'00"E
L63	55.00'	S00°00'00"E
L64	50.00'	N90°00'00"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L65	136.72'	N90°00'00"W
L66	11.30'	S00°00'00"E
L67	2.86'	S45°03'18"W
L68	21.42'	S44°52'44"E
L69	22.00'	S00°07'57"W
L70	16.95'	S44°56'42"E
L71	16.99'	N45°03'18"E
L72	16.99'	S45°03'18"W
L73	16.89'	N44°42'52"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	8.89'	25.00'	020°21'51"
C2	125.49'	55.00'	130°43'42"
C3	8.89'	25.00'	020°21'51"
C4	11.72'	35.00'	019°11'17"
C5	123.23'	55.00'	128°22'42"
C6	11.72'	35.00'	019°11'17"
C7	11.72'	35.00'	019°11'17"
C8	123.23'	55.00'	128°22'27"
C9	11.72'	35.00'	019°11'17"
C10	41.00'	35.00'	067°06'53"
C11	255.63'	55.00'	266°18'10"
C12	11.72'	35.00'	019°11'17"
C13	41.00'	35.00'	067°06'53"
C14	255.63'	55.00'	266°18'10"
C15	11.72'	35.00'	019°11'17"
C16	11.72'	35.00'	019°11'17"
C17	123.23'	55.00'	128°22'32"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C18	11.72'	35.00'	019°11'17"
C19	11.72'	35.00'	019°11'17"
C20	123.23'	55.00'	128°22'37"
C21	11.72'	35.00'	019°11'17"
C22	11.72'	35.00'	019°11'17"
C23	123.23'	55.00'	128°22'35"
C24	11.72'	35.00'	019°11'17"
C25	11.72'	35.00'	019°11'17"
C26	123.23'	55.00'	128°22'35"
C27	11.72'	35.00'	019°11'17"
C28	8.89'	25.00'	020°21'51"
C29	125.49'	55.00'	130°43'42"
C30	8.89'	25.00'	020°21'51"

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Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR CERTIFICATE NO. 55030 DOUGLAS B. TONEY Date Signed 10/4/23 ARIZONA, U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE PHASE 2
GOODYEAR, ARIZONA

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DATE: 10/4/23
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE N.T.S.

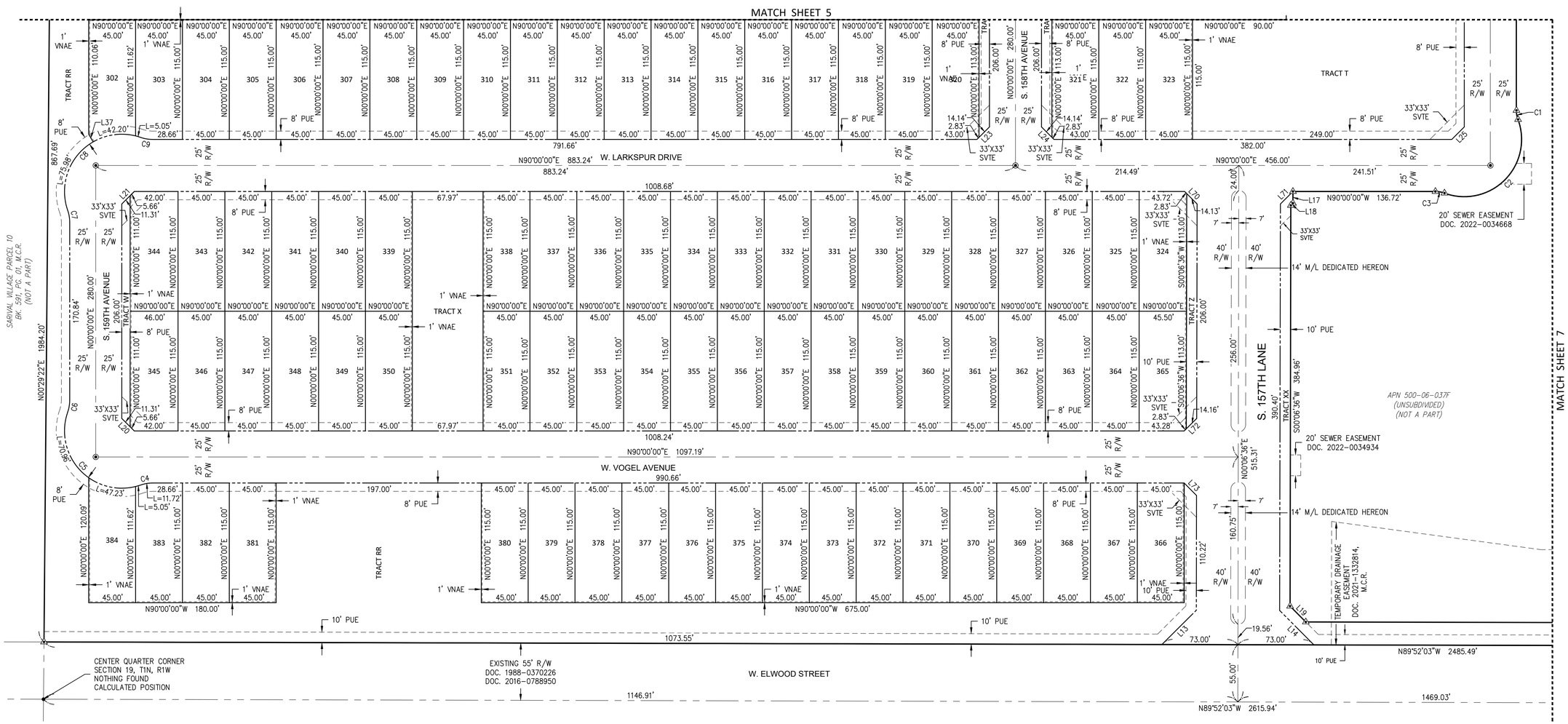
File: V:\090568 - Sun DS Farms\090568-02-001 (SUB)\Survey_DWG\Plat\090568-Avion-Ph2-Plat.dwg Plotted: Oct 05, 2023

LEGEND

SECTION MONUMENT AS NOTED	SUBDIVISION BOUNDARY
BRASS CAP FLUSH TO BE SET	LOT/TRACT LINE
CALCULATED POSITION	SECTION LINE
SUBDIVISION CORNER TO BE SET	CENTER LINE
R/W EXISTING RIGHT OF WAY	PARCEL LINE
M.C.R. MARICOPA COUNTY RECORDS	EASEMENT AS NOTED
RLS REGISTERED LAND SURVEYOR	RIGHT-OF-WAY LINE
PUE PUBLIC UTILITY EASEMENT	SHEET MATCH LINE
SVTE SIGHT VISIBILITY TRIANGLE EASEMENT	MEDIAN AND LANDSCAPE EASEMENT
VNAE VEHICULAR NON-ACCESS EASEMENT	SIGHT VISIBILITY TRIANGLE EASEMENT
M/L MEDIAN AND LANDSCAPE EASEMENT	

N

50 25 0 50 100
GRAPHIC SCALE
1" = 50'



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LEGEND

▣	SECTION MONUMENT AS NOTED	———	SUBDIVISION BOUNDARY
◉	BRASS CAP FLUSH TO BE SET	———	LOT/TRACT LINE
●	CALCULATED POSITION	— — —	SECTION LINE
◬	SUBDIVISION CORNER TO BE SET	— — —	CENTER LINE
R/W	EXISTING RIGHT OF WAY	———	PARCEL LINE
M.C.R.	MARICOPA COUNTY RECORDS	- - - -	EASEMENT AS NOTED
RLS	REGISTERED LAND SURVEYOR	— · —	RIGHT-OF-WAY LINE
PUE	PUBLIC UTILITY EASEMENT	▪▪▪▪	SHEET MATCH LINE
SVTE	SIGHT VISIBILITY TRIANGLE EASEMENT	— — —	MEDIAN AND LANDSCAPE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT	— — —	SIGHT VISIBILITY TRIANGLE EASEMENT
M/L	MEDIAN AND LANDSCAPE EASEMENT		

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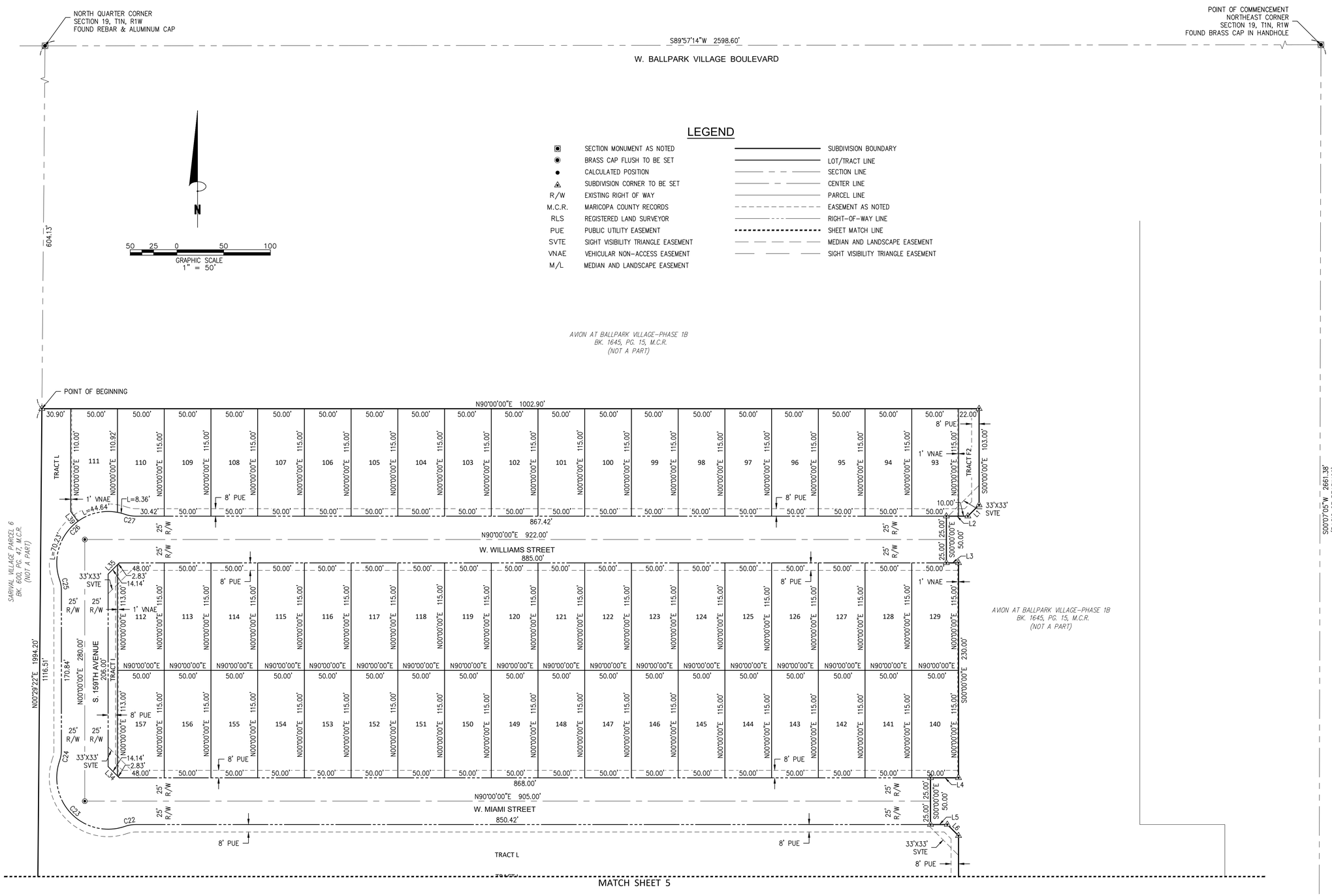

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LEGEND

◙	SECTION MONUMENT AS NOTED		SUBDIVISION BOUNDARY
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●	CALCULATED POSITION		SECTION LINE
◬	SUBDIVISION CORNER TO BE SET		CENTER LINE
R/W	EXISTING RIGHT OF WAY		PARCEL LINE
M.C.R.	MARICOPA COUNTY RECORDS		EASEMENT AS NOTED
RLS	REGISTERED LAND SURVEYOR		RIGHT-OF-WAY LINE
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VNAE	VEHICULAR NON-ACCESS EASEMENT		SIGHT VISIBILITY TRIANGLE EASEMENT
M/L	MEDIAN AND LANDSCAPE EASEMENT		

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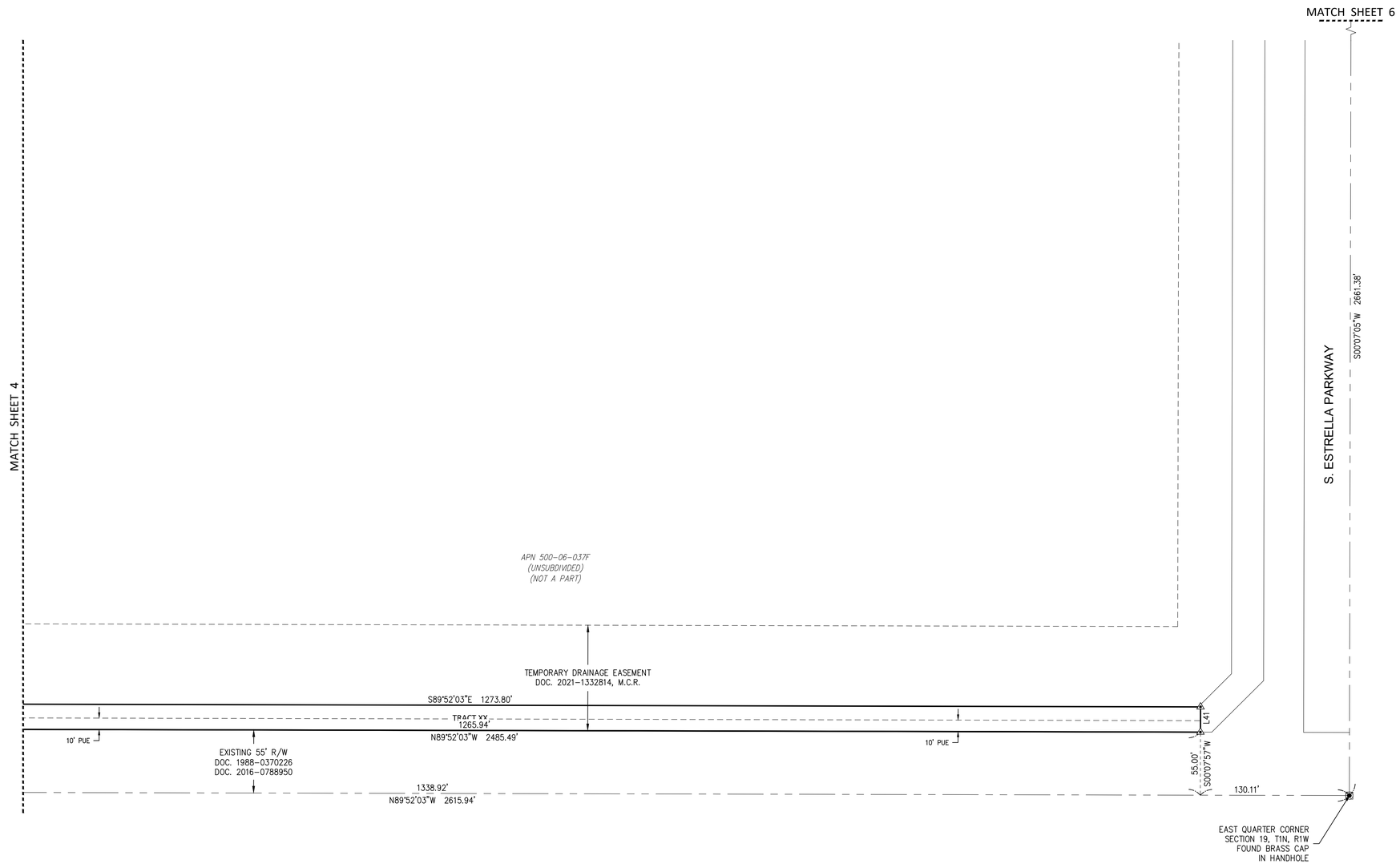
GRAPHIC SCALE
1" = 50'



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ITEM #: 7.
DATE: 10/30/2023
AI #:1730

CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE THE EXECUTION OF A FIBER OPTIC EASEMENT AGREEMENT ACROSS CITY RIGHT-OF-WAY

STAFF PRESENTER(S): Kevin Spicer, Real Estate Services Specialist

---

SUMMARY

Grant a Fiber Optic Easement across city-owned right-of-way commonly known as South 141st Ave to facilitate a Fiber Optic Conduit Duct Bank containing fiber optic lines from the Stream Data Centers Property to the Microsoft Property.

STRATEGIC PLAN ALIGNMENT

Sense of Community

RECOMMENDATION

Approve the execution of a new Fiber Optic Easement Agreement between City of Goodyear and SDC PHX I, LLC (Stream Data Centers) granting an easement under two sections of South 141st Avenue. (Kevin Spicer, Real Estate Services Specialist)

FISCAL IMPACT

There is no fiscal impact to the City by granting the two easements needed for the construction of conduit duct banks under sections of South 141st Ave. The construction of the conduit duct bank by the Grantee will generate one-time revenue for the city through the payment of permits and construction sales tax. The City will continue maintaining the right-of-way.

BACKGROUND AND PREVIOUS ACTIONS

SDC PHX I, LLC (Stream Data Centers) has contracted with Microsoft to provide bulk data stream service to the Microsoft property. Stream Data Centers is located on the west side of South 141st Avenue south of MC-85 and Microsoft's property is located on the east side of South 141st Avenue south of MC-85. To deliver this service, Stream Data Centers must construct conduit duct banks and install fiber optic lines within its property and within Microsoft's property, under public utility easements on both the Stream Data Centers and Microsoft properties, and under two sections of South 141st Avenue to Microsoft's property.

The construction of the conduit duct banks under South 141st Avenue requires an easement from the city.

STAFF ANALYSIS

As set forth above, the conduit duct banks necessary for Stream Data Centers to provide service to Microsoft will be constructed under city right-of-way and public utility easements. Because of staff's concerns about the risk of damage to the fiber optic lines installed within the conduit banks that are to be installed under the city's public utility easements and South 141st Avenue and the disruption of service to Microsoft, the agreement granting the easement agreement includes construction requirements that will mitigate the risk of damage and includes indemnification provisions against any claims asserted against the city from any damage to the conduit banks and fiber optic lines.

The fiber optic data stream from Stream Data Centers is necessary for the development of the Microsoft Property and its future business operations. Accordingly, staff is recommending the city grant Stream Data Centers an easement over the two sections of South 141st Avenue pursuant to the terms of the Fiber Optic Easement Agreement attached hereto.

Attachments

Easement Agreement

When recorded return to:

City of Goodyear
City Clerk / KLS
1900 N. Civic Square
Goodyear, Arizona 85395
QS-88B

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

FIBER OPTIC EASEMENT AGREEMENT

This Fiber Optic Easement Agreement (the "Agreement") is made and entered into October 30, 2023 by and between **City of Goodyear, an Arizona municipal corporation** (the "City"), and **SDC PHX I, LLC, a Delaware limited liability company** ("Grantee").

RECITALS

WHEREAS, the City owns certain real property dedicated as right-of-way commonly known as South 141st Avenue, located in the City of Goodyear, as set forth in instrument number 2009-0044668 in the official records of Maricopa County (the "City Right-of-Way"); and

WHEREAS, Grantee owns certain real property located in the City of Goodyear as described in instrument number 2019-0093658 in the official records of Maricopa County; and

WHEREAS, to facilitate its operations, Grantee desires to construct a conduit duct bank and install fiber optic lines within the conduit duct bank from Grantee's Property to that certain property located in the City of Goodyear as described in instrument number 2018-0649640 in the official records of Maricopa County (the "Microsoft Property"), which requires the installation of Fiber Optic Facilities within City right-of-way and public utility easements granted or to be granted to the City located within Grantee's Property and the Microsoft Property; and

WHEREAS, because the City has water and wastewater infrastructure improvements within City right-of-way, permits certain other infrastructure within City right-of-way and permits the installation of public utility improvements within public utility easements, the City requires measures that will mitigate any potential damage to the Fiber Optic Facilities caused by any current or future work being done within the Easement Area and the City's Public Utility Easement Areas and that will minimize the risk of the City being liable for any damage resulting from work done within the Easement Area and the City's Public Utility Easement Areas whether permitted by the City or not; and

WHEREAS, subject to the terms and conditions set forth herein, the City has agreed to provide Grantee a Fiber Optic Easement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties acknowledge the accuracy of the foregoing recitals, which are hereby incorporated into this Agreement as though fully restated herein.

2. Definitions. Capitalized terms not defined in the foregoing Recitals or elsewhere in this Agreement are defined as follows:

2.1. City means the City of Goodyear, an Arizona municipal corporation

2.2. City's Public Utility Easement Areas, means the ten foot (10') public utility easement on the Microsoft Property dedicated to the City by Instrument 1983-0492562; the eight foot (8') public utility easement on Grantee's Property dedicated to the City by Instrument 2009-0044669; and a ten foot (10') public utility easement on Grantee's Property that Grantee will be dedicating to the City as reflected in the Final Plat for Stream Data Center attached hereto as Exhibit C and incorporated herein by this reference.

2.3. Claims means any and all demands, claims, suits, awards, settlements, judgments, bodily injuries, personal injuries (including death), property damage, liabilities, expenses, losses, court costs, attorneys' fees, and/or any other damages.

2.4. Dry Utility Details means sheet CO1-14 Dry Utility Details for PHX01 – Phase 5 attached hereto as Exhibit B and incorporated herein by this reference.

2.5. Easement Area means the Parcel 1 Easement Area and the Parcel 2 Easement Area.

2.6. Fiber Optic Easement means the easement granted to Grantee set forth in Section 3 below.

2.7. Fiber Optic Facilities mean a conduit duct bank consisting of twelve (12) four-inch (4") conduit ducts constructed within the Parcel 1 Easement Area pursuant to the requirements set forth in Section 6.1 below, a conduit duct bank consisting of twelve (12) four-inch (4") conduit ducts constructed within the Parcel 2 Easement Area pursuant to the requirements set forth in Section 6.1 below, and the fiber optic lines installed within such conduit duct banks.

2.8. Grantee means SDC PHX I, LLC, a Delaware limited liability company and Grantee's Successors and Assigns.

2.9. Grantee Property means that certain real property described in described in instrument number 2019-0093658 in the official records of Maricopa County, which document is adopted and incorporated herein by this reference.

2.10. Grantee's Successor's and Assigns means any person or entity that succeeds to or is assigned any interest in all or part of the Grantee Property.

2.11. Grantor means, the City of Goodyear, an Arizona municipal corporation.

2.12. Parcel 1 Easement Area means that area legally described as Parcel 1 in that certain document titled Legal Description for Stream Data Center Fiber Easement, attached hereto as Exhibit A and incorporated herein by this reference.

2.13. Parcel 2 Easement Area means that area legally described as Parcel 2 in that certain document titled Legal Description for Stream Data Center Fiber Easement, attached hereto as Exhibit A and incorporated herein by this reference.

3. EASEMENT. Subject to the terms and conditions set forth in this agreement and to the extent of its right, title, and interest, the City of Goodyear, an Arizona municipal corporation does hereby grant and convey to SDC PHX I, LLC, a Delaware limited liability company, for the benefit of Grantee's Property, a perpetual, non-exclusive Fiber Optic Easement under, upon, over, and across the Easement Area for the purposes described herein. This Fiber Optic Easement is solely for the purpose of entering upon the Easement Area and constructing, installing, operating, maintaining, repairing, replacing, and removing underground Fiber Optic Facilities within the Easement Area by Grantee and its employees, agents, representatives and contractors. Subject to the terms and conditions set forth in this agreement, Grantee shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

4. CITY'S SUPERIOR RIGHTS. The City reserves its prior superior rights to use the public right-of-way and City property, including the Easement Area, for all public purposes, including, but not limited to the installation, maintenance, operation, repair, and replacement, of City-owned public utilities. The City shall use best efforts to avoid any conflict with the Fiber Optic Facilities due to future installation, construction, maintenance, repair and replacement of City-owned public utilities, provided however, that in the event such a conflict cannot be reasonably be avoided. Grantee shall, at Grantee's sole cost and expense, cooperate and coordinate with the City and its consultants and contractors to protect and, if necessary, relocate the Fiber Optic Facilities into a replacement easement area reasonably acceptable to both parties. When the City exercises its prior superior right reserved herein, Grantee shall at Grantee's sole costs and expense, move the Fiber Optic Facilities located within the Easement Area to such location as the City directs. Notwithstanding the foregoing, the City shall bear the entire cost of relocating any of the Fiber Optic Facilities located within the Easement Area, the relocation of which is necessitated by the construction of improvements by, or on behalf of the City in furtherance of any non-governmental function. Upon the relocation of the Fiber Optic Facilities, this Agreement shall be amended to revise the legal descriptions of the Easement Area to reflect the location of the relocated Fiber Optic Facilities to the replacement easement area.

5. RESPONSIBILITY FOR FIBER OPTIC FACILITIES. Grantee shall be responsible for constructing, maintaining, repairing and replacing the Fiber Optic Facilities within the Easement Area. Except as otherwise provided herein, the Fiber Optic Facilities shall be constructed in compliance with all applicable federal, state, and/or local laws, ordinances, policies and procedures, including by way of example, but not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies Manual and the Maricopa Association of Government Standards, including the minimum separation requirements between water and sewer infrastructure and fiber installations.

6. CONSTRUCTION REQUIREMENTS. Grantee agrees as follows:

6.1. Grantee shall construct or cause to be constructed conduit duct banks within the Easement Areas and within the City's Public Utility Easement Areas in accordance with the depiction of the Typical twelve (12) four-inch (4") Conduit Ductbank 3,500 PSI

Concrete Encasement with Concrete Cap (Offsite Public Roadway Crossing) in the Dry Utility Details attached hereto as Exhibit B and incorporated herein by this reference, which includes a six-inch (6") Thick Concrete Cap with #4 Rebar twelve-inch (12") on Center Each Way, Center in Concrete Cap (TYP).

6.2. In connection with the installation of the conduit duct bank within the Parcel 2 Easement Area, Grantee shall:

6.2.1. Remove ± five (5) linear feet of existing twelve-inch (12") DIP Water Line South Tee and Install one (1) – twelve-inch (12") Mechanical Cap and Thrust Block per MAG Detail 380 Northing: 880249.66 Easting: 564157.19 as depicted in Sheet number C01-02.1 Demolition Plan for PHX01 – Phase 5 attached hereto as Exhibit D.

6.2.2. Remove ± five (5) linear feet of existing eight-inch (8") PVC Sewer Line Northing: 880191.13 Easting: 564149.37 as depicted in Sheet number C01-02.1 Demolition Plan for PHX01 – Phase 5 attached hereto as Exhibit D and incorporated herein by this reference.

6.2.3. Install one (1) – eight-inch (8") Plug per MAG Detail 427 Northing: 880193.60 Easting: 564149.29 as depicted in Sheet number C01-02.1 Demolition Plan for PHX01 – Phase 5 attached hereto as Exhibit D.

6.2.4. Install one (1) – eight-inch (8") Plug per MAG Detail 427 Northing: 880188.60 Easting: 564149.41 as depicted in Sheet number C01-02.1 Demolition Plan for PHX01 – Phase 5 attached hereto as Exhibit D.

6.3. Grantee shall, at its sole cost and expense, restore, to as close to the original condition as is reasonably practicable, any portion of the Easement Area or City's Public Utility Easement Areas, including, but not limited to, the restoration of any roadways, sidewalks, driveways, landscaping, or similar surface improvements, that may have been removed, relocated, altered, damaged, or destroyed in connection with Grantee's exercise of its rights under this Agreement.

6.4. Upon the termination of this Agreement and the Fiber Optic Easement granted herein, Grantee shall abandon the Fiber Optic Facilities located within the Easement Area and restore the Easement Area to as close to the original condition as is reasonably practicable. The Fiber Optic Facilities shall be abandoned in a manner as directed by the City Engineer or his/her designee, which may include the removal of the Fiber Optic Facilities or measures to abandon the Fiber Optic Facilities in place. The abandonment of the Fiber Optic Facilities shall be completed within six (6) months of the date of the termination of this Agreement and the easement granted herein unless the abandonment deadline is extended in writing by the City Engineer or his/her designee.

7. INDEMNITY. In consideration of the City's granting Grantee the Fiber Optic Easement, Grantee, and Grantee's Successors and Assigns, hereby agree to protect, defend, indemnify and hold harmless the City, its, elected officials, directors, managers, employees, representatives, and agents against any and all Claims that may be asserted against the City, including claims Grantee, and Grantee's Successors and Assigns may have against the City, arising out of or being in any way connected with the installation, operation, maintenance, repair, replacement and/or removal of the Fiber Optic Facilities installed within the Easement Area and City's Public Utility Easement Areas, including, but not limited to any and all Claims that may be asserted against the City arising out of damage to the Fiber Optic Facilities resulting

from the City's issuance of any permit for the installation of any public utilities within the Easement Area and the City's Public Utility Easement Areas, or the installation of any public utility improvements installed within the Easement Area and the City's Public Utility Easement Areas that are permitted by the City. The indemnification provision provided herein does not extend to Claims arising from the intentional wrongdoing of the City, its elected officials, directors, managers, employees, representatives, and agents. This indemnification provision shall survive the expiration or earlier termination of this Agreement.

8. PRIVATE USE. The provisions of this Agreement and the easement granted herein are not intended to and do not constitute a public utility easement, or any other grant, dedication, or conveyance for public use of the Easement Area.

9. GIS SYSTEM. The City will add the Fiber Optic Facilities located within the Easement Area to its GIS System to register the location of the Fiber Optic Facilities, and provided Grantee provides legal descriptions for the portions of City's Public Utility Easement Areas within which the Fiber Optic Facilities are located, the City will add the Fiber Optic Facilities located within the City's Public Utility Easement Areas to its GIS System to register the location of the Fiber Optic Facilities.

10. TERMINATION. This Agreement, and the Fiber Optic Easement granted herein, shall not terminate unless abandoned through the recordation of a document formally abandoning the Fiber Optic Easement, which references this instrument and is executed and acknowledged by Grantor and Grantee. Upon such recordation, all Grantee's rights hereunder shall cease except the right to remove any and all property placed upon the Easement Area within a reasonable time subsequent to such abandonment.

11. COVENANT RUNNING WITH THE LAND. The Fiber Optic Easement granted herein constitutes a covenant running with the land and is binding upon Grantee and all successors and assigns in interest or title to all or part of the Grantee Property and is binding upon Grantor and all successors and assigns in interest to all or part of the Easement Area.

12. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one agreement binding on all signatories thereto.

13. PAGE NUMBERING. The page numbering of this Agreement is exclusive of the Exhibit attached hereto.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2023.

Signatures, Acknowledgements and Exhibits Continued on the Following Pages

GRANTOR:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Wynette Reed
Its: City Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing Fiber Optic Line Easement Agreement was acknowledged before me this _____day of _____, 2023 by Wynette Reed, City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Signatures, Acknowledgements and Exhibits Continued on the Following Pages

GRANTEE:

SDC PHX I, LLC, a Delaware limited liability company

By: Stream Development XXIV, LLC,
a Texas limited liability company
Its: Managing Member

By: _____
Name: Robert W. Kennedy
Its: Manager

State of)
)ss.
County of)

On this _____ day _____, 2023 before me personally appeared Robert W. Kennedy, the Manager of Stream Development XXIV, LLC, a Texas limited liability company, the managing member of SDC PHX I, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this Fiber Optic Easement Agreement and who acknowledged to me that he, being duly authorized to do so, executed this Fiber Optic Easement Agreement on behalf of SDC PHX I, LLC, a Delaware limited liability company.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT 'A'

September 27, 2023

LEGAL DESCRIPTION FOR
STREAM DATA CENTER
FIBER EASEMENT

That part of the East Half of the Northeast Quarter of Section 21, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

PARCEL 1:

Commencing at the Maricopa County Highway Department Brass Cap in hand hole marking the Northeast Corner of said Section 21, from which the Maricopa County Brass Cap in hand hole marking the East Quarter Corner of said Section 21 bears South 01°01'23" East, a distance of 2605.12 feet;

Thence North 88°55'27" West, along the North line of the Northeast Quarter of said Section 21, a distance of 1285.03 feet to a point on the Northerly prolongation of the Easterly right-of-way of 141st Avenue;

Thence South 00°36'48" East, along said Easterly right-of-way, a distance of 122.96 feet to the Point of Beginning;

Thence continuing South 00°36'48" East, along said Easterly right-of-way, a distance of 20.00 feet to a point hereinafter referred to as Point A;

Thence South 88°58'14" West, departing said Easterly right-of-way, a distance of 60.00 feet to a point on the Westerly right-of-way of said 141st Avenue;

Thence North 00°36'48" West, along said Westerly right-of-way, a distance of 20.00 feet;

Thence North 88°58'14" East, departing said Westerly right-of-way, a distance of 60.00 feet to the Point of Beginning.

Containing 1200 Square Feet or 0.028 Acres, more or less.

Together with

PARCEL 2:

Commencing at the aforementioned Point A;

Thence South 00°36'48" East, along said Easterly right-of-way, a distance of 710.58 feet to the Point of Beginning;

4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

Thence continuing South 00°36'48" East, along said Easterly right-of-way, a distance of 20.00 feet;

Thence South 88°39'43" West, departing said Easterly right-of-way, a distance of 60.00 feet to a point on the Westerly right-of-way of said 141st Avenue;

Thence North 00°36'48" West, along said Westerly right-of-way, a distance of 20.00 feet;

Thence North 88°39'43" East, departing said Westerly right-of-way, a distance of 60.00 feet to the Point of Beginning.

Containing 1200 Square Feet or 0.028 Acres, more or less.

The total containing 2400 Square Feet or 0.052 Acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 9-27-23
ARIZONA U.S.A.

4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

STREAM DATA CENTER
FIBER EASEMENT

PARCEL 1:

N88°55'26.83" W 1285.03

S00°36'48.16" E 122.96

BOUNDARY

S00°36'48.20" E 20.00

S88°58'14.12" W 60.00

N00°36'48.16" W 20.00

N88°58'14.12" E 60.00
to

Area = 1200 0.028 AC

Closing course: 00°00'00.00" 0.000000

Misclosure: 1/Infinity

North Error: 0.000000
East Error: 0.000000

STREAM DATA CENTER
FIBER EASEMENT

PARCEL 2:

S00°36'48.16" E 710.58

BOUNDARY

S00°36'48.16" E 20.00

S88°39'43.10" W 60.00

N00°36'48.16" W 20.00

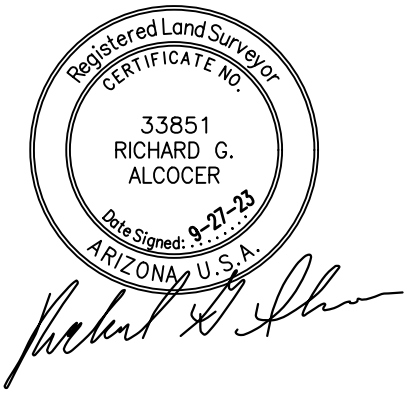
N88°39'43.10" E 60.00
to

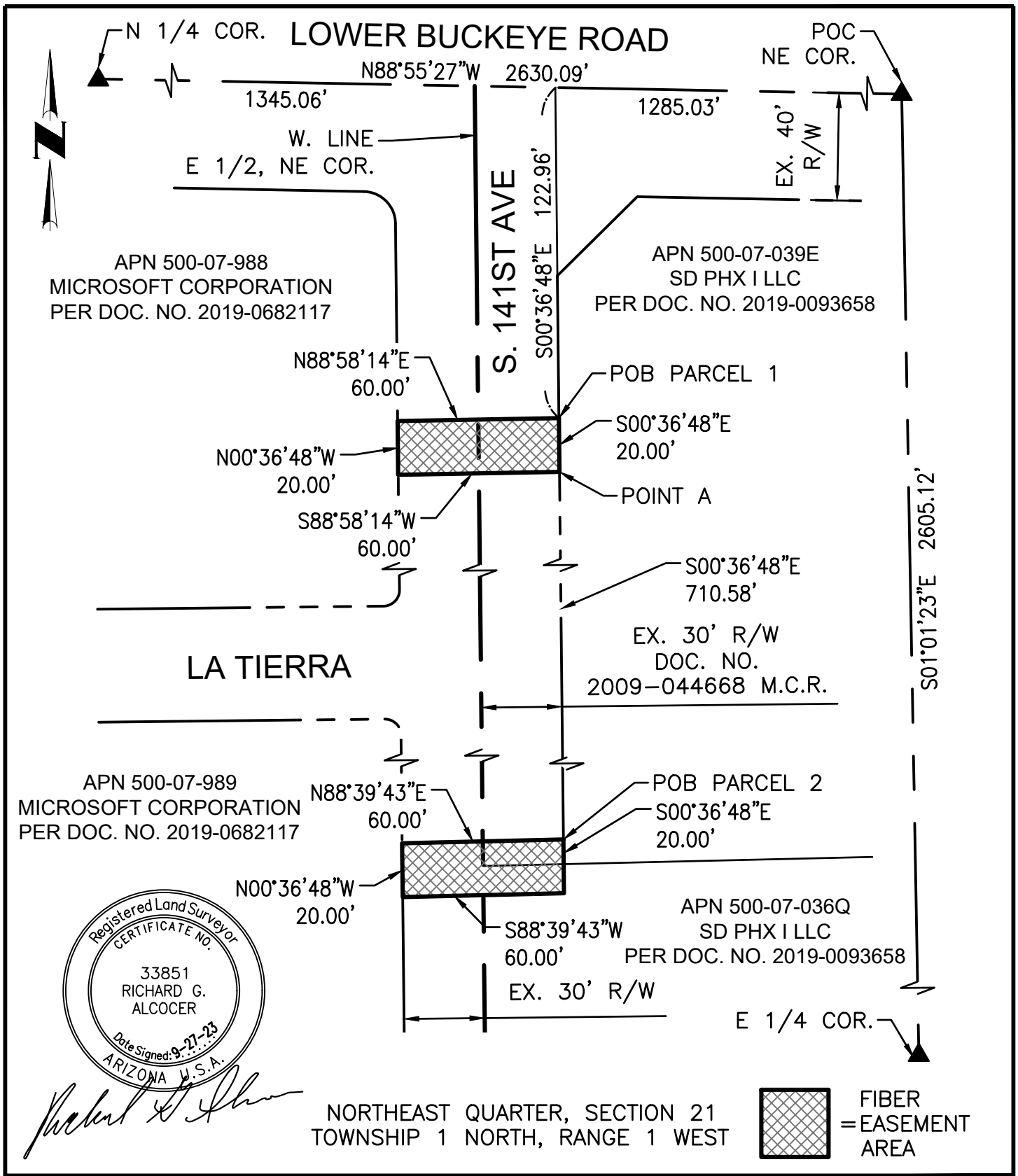
Area = 1200 0.028 AC

Closing course: 00°00'00.00" 0.000000

Misclosure: 1/Infinity

North Error: 0.000000
East Error: 0.000000





NOT TO SCALE

EXHIBIT

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

STREAM DATA CENTER

FIBER EASEMENT

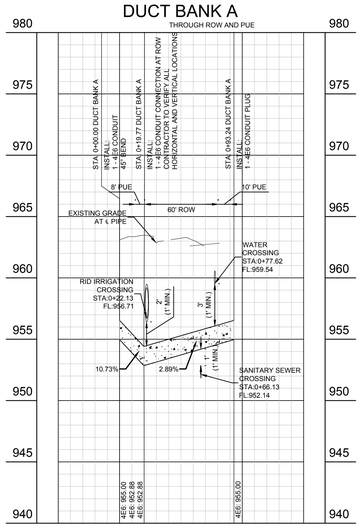
CVL CONSULTANTS

N:\01\0398801\CADD\Exhibits\VX.FIBER.ESMTS.dwg **Dominique September 27, 2023**

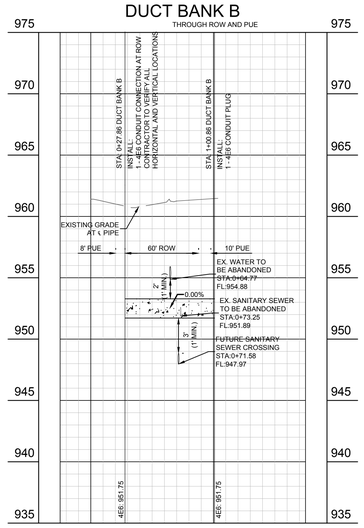
EXHIBIT B
SHEET 1 OF 1

GRAPHIC SCALE IN FEET
0 25 50 100
HORIZONTAL
VERTICAL 10 5 2.5 0

DUCT BANK A

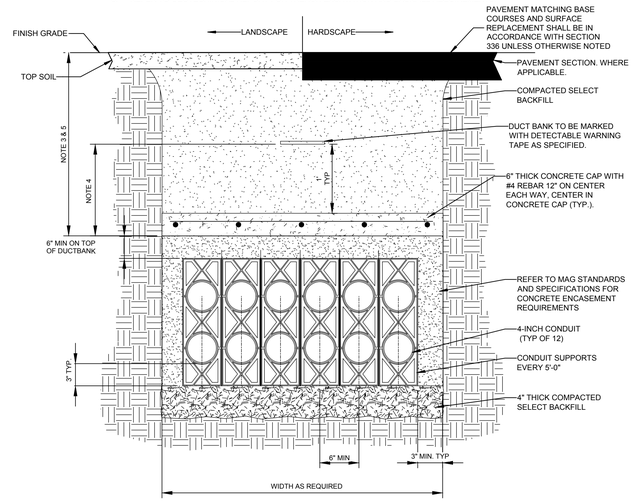


DUCT BANK B

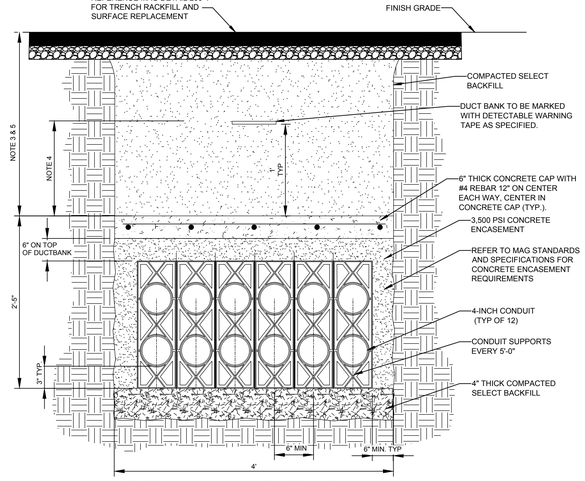


NOTE:

1. THESE DETAILS DO NOT REPRESENT ALL CONDITIONS. THE CONTRACTOR SHALL REVIEW THE TELECOM SITE PLAN UNDERGROUND SERVICES PLANS AND VERIFY QUANTITY OF CONDUITS AND PROPOSED CONDUIT LAYOUT CONFIGURATION PRIOR TO TRENCHING.
2. CONCRETE LIMITS TO EXTEND TO BUILDING FACE AND UNDER THE BUILDING FOUNDATION TO THE EXTENT REQUIRED BY THE ARCHITECTURAL/MEP PLANS.
3. MINIMUM DEPTH OF TOP OF ENCASED TELECOM DUCTBANK TO BE BELOW FROSTLINE.
4. INSTALL THE DETECTABLE WARNING TAPE CONTINUOUSLY ALONG THE DUCTBANK 12 INCHES ABOVE TELECOM DUCTBANK ENCASEMENT; AT NO POINT SHALL THE MARKING TAPE BE LESS THAN 12-INCHES BELOW FINISHED GRADE.
5. REFER TO GEOTECHINICAL REPORT FOR TRENCH EXCAVATION AND BACKFILL REQUIREMENTS.



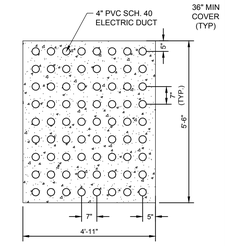
TYPICAL (12) 4" CONDUIT DUCTBANK
3500 PSI CONCRETE ENCASED
(ONSITE)



TYPICAL (12) 4" CONDUIT DUCTBANK
3500 PSI CONCRETE ENCASEMENT WITH CONCRETE CAP
(OFFSITE PUBLIC ROADWAY CROSSING &
ONSITE WITHIN PUBLIC UTILITY EASEMENTS)

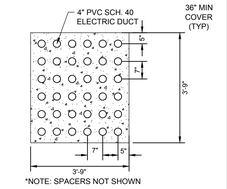
TYPICAL TELECOM DUCTBANK DETAILS

Not to Scale
NOTE : PROPOSED DUCT BANKS SHALL MEET SEPARATION REQUIREMENTS FROM WET UTILITIES SHOWN ON CITY OF GOODYEAR STANDARD DETAIL G-3300.



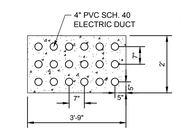
*NOTE: SPACERS NOT SHOWN

TYPICAL 72E4 DUCT BANK
N.T.S.



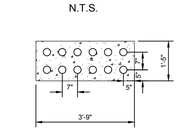
*NOTE: SPACERS NOT SHOWN

TYPICAL 36E4 DUCT BANK
N.T.S.



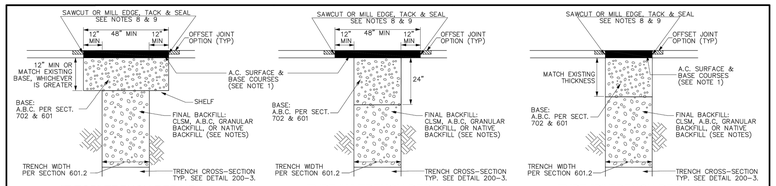
*NOTE: SPACERS NOT SHOWN

TYPICAL 18E4 DUCT BANK
N.T.S.



*NOTE: SPACERS NOT SHOWN

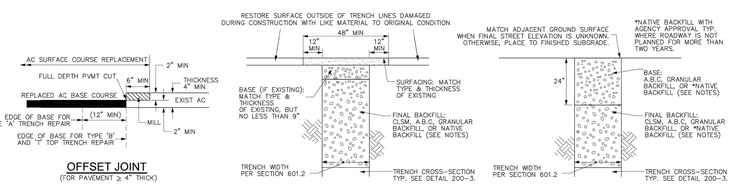
TYPICAL 12E4 DUCT BANK
N.T.S.



"T TOP" TRENCH REPAIR
(USE FOR TRANSVERSE TRENCH REPAIRS, SEE DETAIL 200-2)

TYPE "A" TRENCH REPAIR
(USE FOR LONGITUDINAL TRENCH REPAIRS, SEE DETAIL 200-2)

TYPE "B" TRENCH REPAIR
(USE FOR TRANSVERSE TRENCH REPAIRS IF SPECIFIED BY AGENCY)



OFFSET JOINT
(FOR PAVEMENT ≥ 4" THICK)

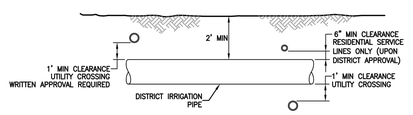
TYPE "D" TRENCH REPAIR
(TRENCH NOT UNDER CONCRETE OR ASPHALT PAVEMENT)

TYPE "E" TRENCH REPAIR
(TRENCH IN FUTURE ROADWAY PRISM OR ALLEY)

NOTES:

1. PAVEMENT MATCHING, BASE COURSES AND SURFACE REPLACEMENT SHALL BE IN ACCORDANCE WITH SECTION 336 UNLESS OTHERWISE SPECIFIED IN CONTRACT DOCUMENTS.
2. TRENCH EXCAVATION, BACKFILLING AND COMPACTION SHALL BE IN ACCORDANCE WITH SECTION 601. NATIVE BACKFILL SHALL ONLY BE USED WITH AGENCY APPROVAL.
3. CLSM SHALL BE 1/2-SACK OR 1-SACK PER SECTIONS 604 AND 728.
4. MATERIAL FOR FINAL BACKFILL AND BASE (IF APPLICABLE) SHALL BE AS NOTED HEREIN UNLESS OTHERWISE SPECIFIED IN CONTRACT DOCUMENTS.
5. FINAL BACKFILL SHALL BE CLSM FOR TRENCH DEPTHS GREATER THAN 4 FEET UNLESS A SAFE (OHSA COMPLIANT) WORKING SPACE AT LEAST 30" WIDE IS PROVIDED TO CONDUCT COMPACTION TESTING.
6. PROVIDE MINIMUM 12" WIDE SHELF AS SHOWN IN "T-TOP" TRENCH REPAIR AT ENDS OF TYPE "A" TRENCH REPAIR EXCEPT WHERE EDGE ABUTS EXISTING CONCRETE.
7. USE "T-TOP" PAVEMENT REPLACEMENT WHERE A TRENCH IS NOT PARALLEL TO A STREET OR GOES THROUGH AN INTERSECTION.
8. THE JOINT LOCATION OR JOINT CONFIGURATION MAY VARY FROM THAT SHOWN TO ELIMINATE REMNANTS; TO ELIMINATE FULL DEPTH SAWCUT JOINTS FROM BEING LOCATED WITHIN A WHEEL PATH AS REQUIRED BY SECTION 336, OR WHEN AN OFFSET JOINT IS CONSTRUCTED. SEE DETAIL 200-2 FOR REMNANT PAVEMENT REMOVAL REQUIREMENTS.
9. SAWCUT OR MILL EDGE AND APPLY TACK COAT. FOR PERMANENT PAVEMENT, APPLY 2-1/2" WIDE SECTION 337.2.1 COMPLIANT JOINT SEALANT AS REQUIRED BY AGENCY - SEE DETAIL ON 200-2.
10. EXPOSED COPPER OR POLYETHYLENE WATER PIPE UP TO 2" IN DIAMETER IN TRENCHES TO BE BACKFILLED WITH CLSM SHALL BE WRAPPED WITH MINIMUM 3/4" THICK PREFORMED PIPE-COVERING FOAM INSULATION BEFORE PLACING CLSM.

DETAIL NO.		STANDARD DETAIL		REVISED	DETAIL NO.
200-1	MARICOPA ASSOCIATION of GOVERNMENTS	ENGLISH	TRENCH BACKFILL AND SURFACE REPLACEMENT	01-01-2023	200-1



UTILITY CROSSING – PROFILE
NTS

Stantec
C:\PW_Projects\167-RID\Guideline\Development_Guidelines_Liner\cold\RID_DG_FOA.dwg
7/26/2022 3:05 PM

ROOSEVELT IRRIGATION DISTRICT

ROOSEVELT IRRIGATION DISTRICT

Irrigation and Drainage System Relocation
For Land Development and/or Municipal Infrastructure Improvements

Figure 4

GENERAL NOTES

1. UTILITIES SHOWN ARE FOR ALIGNMENT AND LOCATION ONLY. REFER TO DLB AND TELCO PLAN FOR FURTHER DETAILS.
2. DUCT BANK ARRANGEMENTS AND VAULT SIZES TO BE FINALIZED WITH DELEGATED DESIGN.
3. VERIFY ALL SIZES, LOCATIONS, AND ELEVATIONS OF OPENINGS, KNOCKOUTS, AND OTHER EMBEDDED ITEMS.
4. ALL ANNULAR SPACES SHALL BE FILLED IN WITH A MIN. OF 3,000 PSI CONCRETE, TIGHT TO THE UNDERSIDE OF THE UPPER WALLS OR UNDERNEATH FRAME FOR THE FULL THICKNESS OF THE VAULT WALL.
5. PLEASE ENSURE ADEQUATE BEARING SURFACE IS PROVIDED (I.E. LEVEL AND COMPACTED) PER PROJECT SPECIFICATIONS AND DRAWINGS.
6. CONTRACTOR TO POT HOLE ALONG PROPOSED ALIGNMENT TO DETERMINE LOCATION AND ELEVATION OF EXISTING CROSSING UTILITIES.
7. FINAL DESIGN TO BE DELEGATED TO THE IT CONTRACTOR.
8. REFERENCE CONSTRUCTION PLANS FOR GOODYEAR POINT COMMERCE CENTER GRADING AND DRAINAGE PLANS FOR EXISTING UTILITY LOCATIONS DATED 11/14/2008.
9. CONTRACTOR TO POT HOLE ALONG PROPOSED ALIGNMENT TO DETERMINE LOCATION AND ELEVATION OF EXISTING CROSSING UTILITIES.
10. CONDUIT DUCT BANKS WITHIN THE CITY OF GOODYEAR R.O.W. AND WITHIN THE CITY'S PUBLIC UTILITY EASEMENT AREAS SHALL BE 3,500 PSI CONCRETE ENCASEMENT WITH A 6" THICK CONCRETE CAP PER DETAIL (OFFSITE PUBLIC ROADWAY CROSSING & ONSITE WITHIN PUBLIC UTILITY EASEMENTS).

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

BENCH MARK LIST

1. CITY OF GOODYEAR BENCHMARK NUMBER G304, A 3" M.C.H.D. BRASS CAP IN HANDHOLE AT THE INTERSECTION OF BROADWAY ROAD AND BULLARD AVENUE.
ELEVATION = 923.87 (NAVD'88)

HTE: 2023-_____

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.

CORGAN
401 N. Houston St
Dallas, TX 75202
T: 214.748.2000

dlbassociates consulting engineers
3600 Route 66, Suite 150
Neptune, NJ 07753
T: 732.774.2000

L.A. FUESS PARTNERS Structural Engineers
3333 Lee Parkway, Suite 300
Dallas, TX 75219
T: 214.593.1130

Kimley»Horn
260 East Davis Street, Suite 100
McKinney, TX 75069
T: 469.301.2580

No.	DATE	REVISIONS	BY

ISSUES

1	02.07.2023	ISSUE FOR PERMIT
2	03.17.2023	AHJ COMMENT RESPONSE
3	05.11.2023	ISSUE FOR CONSTRUCTION
4		
5		
6		
7		
8		
9		
10		

REVISIONS

1	03.01.2023	BULLETIN #1
2	03.17.2023	AHJ COMMENT RESPONSE
3	05.11.2023	ISSUE FOR CONSTRUCTION
4	06.06.2023	BULLETIN #2
5	06.15.2023	BULLETIN #3
6	06.22.2023	BULLETIN #4
7	07.20.2023	BULLETIN #5
8	08.09.2023	BULLETIN #6
9	08.10.2023	BULLETIN #7

Kimley»Horn
7740 NORTH 16TH STREET, SUITE 300
PHOENIX, AZ 85020
PHONE: 877-335-6511 602.944-550

Registered Professional Engineer (Civil)
CERTIFICATE NO. 75436
JAKE W. TORPEY
Date Signed 10/05/23
ARIZONA U.S.A.
Exp. Date 03 31 25

PROJECT No. 069621305
SHEET SIZE: 24 X 36"
DATE: OCTOBER 2023
SCALE: AS SHOWN
DESIGNED BY: HM
DRAWN BY: HM
CHECKED BY: JT

SDC PHOENIX - I
PHASE 5
2950 S. LITCHFIELD ROAD
CITY OF GOODYEAR, ARIZONA 85338

DRY UTILITY DETAILS

SHEET NUMBER
C01-14

This Document was produced by or under the authority of Registered Architect:

Date of issue:

PHX01 - PHASE 5

2950 S. LITCHFIELD ROAD
GOODYEAR, ARIZONA 85338

DRY UTILITY DETAILS

JOB 2000.01
DATE 09.14.2023
SHEET
C01-14

EXHIBIT C
SHEET 1 OF 3

FINAL PLAT

STREAM DATA CENTER

A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "STREAM DATA CENTER", A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR THE PUBLIC STREETS, IN FEE, SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY) FOR USE BY THE CITY AND ITS PERMITEES A NON-EXCLUSIVE DRAINAGE EASEMENT WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN THIS FINAL DESIGNATED AS P.U.E. DEDICATED HEREON AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (PUBLIC DRAINAGE EASEMENT AREAS). SUCH PUBLIC DRAINAGE EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, MAINTAINING, REPLACING AND/OR REPAIRING DRAINAGE IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC DRAINAGE EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; THE PUBLIC DRAINAGE EASEMENT 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 DRAINAGE EASEMENT AREAS.

SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY) FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN THIS FINAL DESIGNATED AS P.U.E. DEDICATED HEREON 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, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, 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.

SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER,, HEREBY DECLARES THE PRIVATE ACCESS EASEMENT WITHIN THE SUBDIVISON AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN _____(CORPORATE NAME OF HOA) AND ARE DEDICATED FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF _____ }
} SS
COUNTY OF _____ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023, BY

_____ AS _____ OF SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTES

A. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO 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.
   1. 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.
   2. 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.
   3. 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.
   4. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   5. 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.
   1. 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.
   2. 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.
   3. 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.
   4. 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.
   5. 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.
   6. 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. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
G. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
H. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE LOOP 303.
I. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
J. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).
K. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½"REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
L. 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.

PARENT LEGAL DESCRIPTION

PARCEL NO. 1: (TAX PARCEL NO. 500-07-039E, PART)
THE SOUTH 131.00 FEET OF THE NORTH 207.00 FEET OF THE EAST 271.00 FEET OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2: (TAX PARCEL NO. 500-07-039E, PART)
THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 207.00 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 21;
THENCE WEST, A DISTANCE OF 271.00 FEET;
THENCE SOUTH, A DISTANCE OF 180.00 FEET;
THENCE EAST, A DISTANCE OF 271.00 FEET;
THENCE NORTH, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3: (TAX PARCEL NO. 500-07-039E, PART)
THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 387.00 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 21;
THENCE WEST, A DISTANCE OF 271.00 FEET;
THENCE SOUTH, A DISTANCE OF 180.00 FEET;
THENCE EAST, A DISTANCE OF 271.00 FEET;
THENCE NORTH, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4: (TAX PARCEL NO. 500-07-039E, PART)
THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 630.00 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 21;
THENCE WEST, A DISTANCE OF 271.00 FEET;
THENCE SOUTH, A DISTANCE OF 185.00 FEET;
THENCE EAST, A DISTANCE OF 271.00 FEET;
THENCE NORTH, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5: (TAX PARCEL NOS. 500-07-039E AND 500-07-036Q, PART)
THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE SOUTH 131.00 FEET OF THE NORTH 207.00 FEET OF THE EAST 271.00 FEET OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND
EXCEPT THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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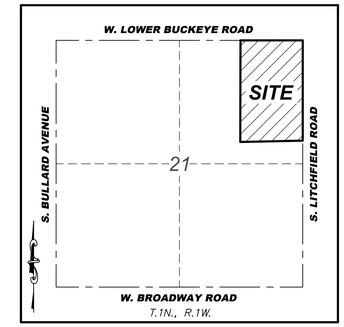

VICINITY MAP

N.T.S.

OWNER

SDC PHOENIX I, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
_____
_____
_____
_____

AREAS

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	1,013,851	23.275
2	736,372	16.905
3	637,094	14.626
GROSS	2,594,812	59.569

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN.

SAID LINE BEARS NORTH 88 DEGREES 55 MINUTES 27 SECONDS WEST.

BENCHMARK

CITY OF GOODYEAR BENCHMARK NUMBER G304, A 3" M.C.H.D. BRASS CAP IN HANDHOLE AT THE INTERSECTION OF BROADWAY ROAD AND BULLARD AVENUE.
ELEVATION = 923.87 (NAVD'88)

ZONING

ZONE: I-1
ZONING INFORMATION OBTAINED FROM MARICOPA COUNTY ASSESSORS WEBSITE.

*PER 2021 ALTA MINIMUM STANDARD DETAIL REQUIREMENTS: CURRENT ZONING CLASSIFICATION, BUILDING SETBACK REQUIREMENTS AND HEIGHT AND FLOOR SPACE AREA RESTRICTIONS ARE TO BE PROVIDED TO THE SURVEYOR BY THE INSURER. THE CLASSIFICATION, REQUIREMENTS AND RESTRICTIONS HAVE NOT BEEN PROVIDED AT THE TIME OF THIS SURVEY. THE ZONING CLASSIFICATIONS SHOWN ARE FOR REFERENCE.

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2023.

BY: _____
MAYOR (JOE PIZZILLO)

ATTEST: _____
CLERK (DARCIE McCRACKEN)

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2023.

BY: _____
CITY ENGINEER (SUMEET MOHAN)

CERTIFICATION

I, ERIC L. SOSTROM, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS FINAL PLAT CONSISTING OF THREE (3) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THE POSITIONS ARE CORRECTLY SHOWN AND THAT THE SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ERIC L. SOSTROM
ARIZONA REGISTERED LAND SURVEYOR #41894
2401 W. PEORIA AVE., STE. 130
PHOENIX, ARIZONA 85029
602-957-3350
ESOSTROM@RICKENGINEERING.COM

REGISTERED LAND SURVEYOR
41894
ERIC L.
SOSTROM
Date Signed 8/21/23
ARIZONA U.S.A.

NO.	BY	DATE	REVISION

SURVEYOR:

2401 W. PEORIA AVE SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

PJE SCALE: NTS
ELS DATE: 8/21/2023
DRAWN BY:
CHECKED BY:

FINAL PLAT
STREAM DATA CENTER
GOODYEAR, ARIZONA

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

PROJECT NO.
18-292
SHEET NO. 1 OF 3

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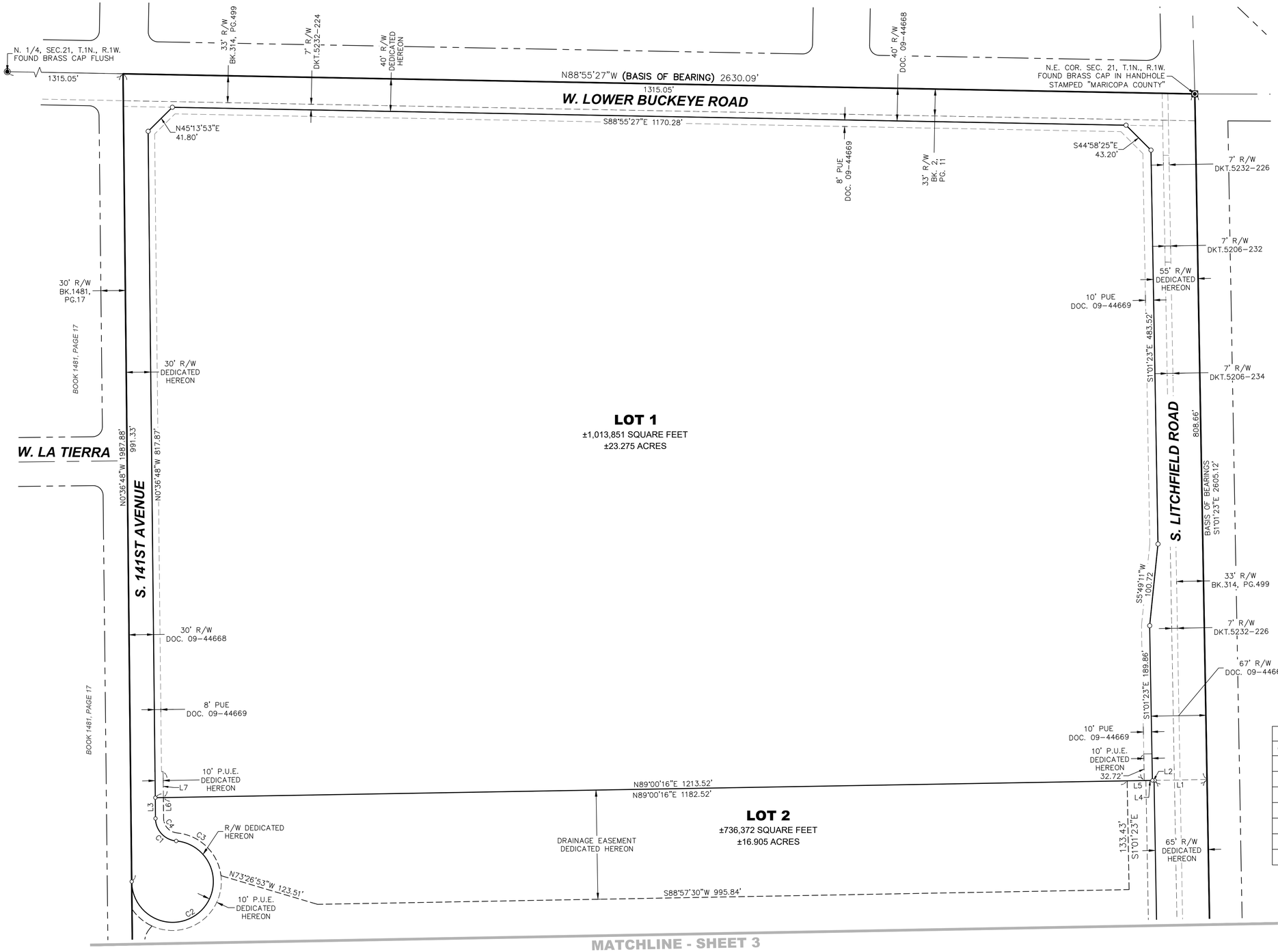
EXHIBIT C
SHEET 2 OF 3



LEGEND

●	FOUND 1/2" REBAR
○	SET 1/2" REBAR RLS #41894
◙	FOUND BRASS CAP IN HANDHOLE
◉	FOUND BRASS CAP FLUSH
BK./PG.	BOOK & PAGE
DOC.	DOCUMENT NUMBER
DKT.	DOCKET
ESMT	EASEMENT
PUE	PUBLIC UTILITIES EASEMENT
R/W	RIGHT OF WAY

BOUNDARY LINE
R/W DEDICATION
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N89°00'16"E	65.00'
L2	N89°00'16"E	2.00'
L3	N0°36'48"W	25.51'
L4	N89°00'16"E	10.00'
L5	N89°00'16"E	23.00'
L6	N0°36'48"W	25.57'
L7	N0°36'48"W	31.99'
L8	S39°16'39"W	5.35'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	84°06'40"	28.00'	41.10'	S42°40'08"E 37.51'
C2	264°43'28"	50.00'	231.02'	N47°38'16"E 73.89'
C3	77°45'53"	60.00'	81.44'	N45°50'31"W 75.33'
C4	84°06'40"	18.00'	26.42'	S42°40'08"E 24.11'
C5	121°45'35"	60.00'	127.51'	N53°55'13"E 104.83'
C6	31°01'27"	60.00'	32.49'	S49°41'16"E 32.09'
C7	39°53'28"	25.00'	17.41'	S19°19'56"W 17.06'

NO.	BY	DATE	REVISION

SURVEYOR:
REGISTERED LAND SURVEYOR
NO. 41894
ERIC L. SOSTROM
8/21/23
Date Signed
ARIZONA U.S.A.

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
2401 W. PEORIA AVE SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com

DRAWN BY: PJE
CHECKED BY: ELS
SCALE: 1"=60'
DATE: 8/21/2023

FINAL PLAT
STREAM DATA CENTER
GOODYEAR, ARIZONA

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

PROJECT NO.
18-292
SHEET NO. 2 OF 2

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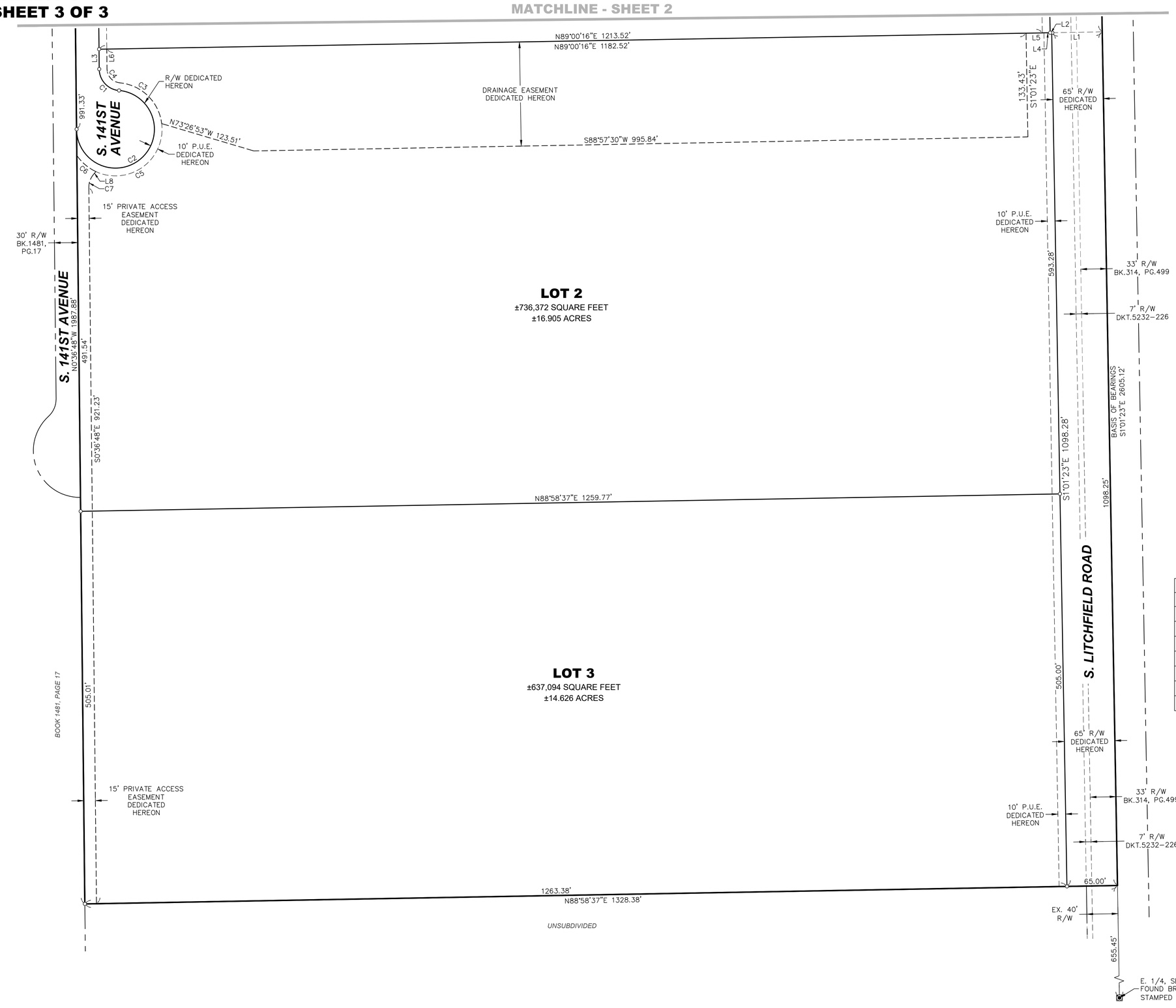
EXHIBIT C
SHEET 3 OF 3



60 0 60 120
SCALE FEET

LEGEND

- ● FOUND 1/2" REBAR
- ○ SET 1/2" REBAR RLS #41894
- ◙ FOUND BRASS CAP IN HANDHOLE
- ◉ FOUND BRASS CAP FLUSH
- BK./PG. BOOK & PAGE
- DOC. DOCUMENT NUMBER
- DKT. DOCKET
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- PUE PUBLIC UTILITIES EASEMENT
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BOUNDARY LINE
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NO.	BY	DATE	REVISION

SURVEYOR: REGISTERED LAND SURVEYOR 41894 ERIC L. SOSTROM 8/21/23 Date Signed ARIZONA U.S.A.

2401 W. PEORIA AVE SUITE 130
PHOENIX, AZ 85029
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rickengineering.com
RICK ENGINEERING COMPANY
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DRAWN BY: PJE
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FINAL PLAT
STREAM DATA CENTER
GOODYEAR, ARIZONA

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

PROJECT NO.
18-292
SHEET NO. 3 OF 3

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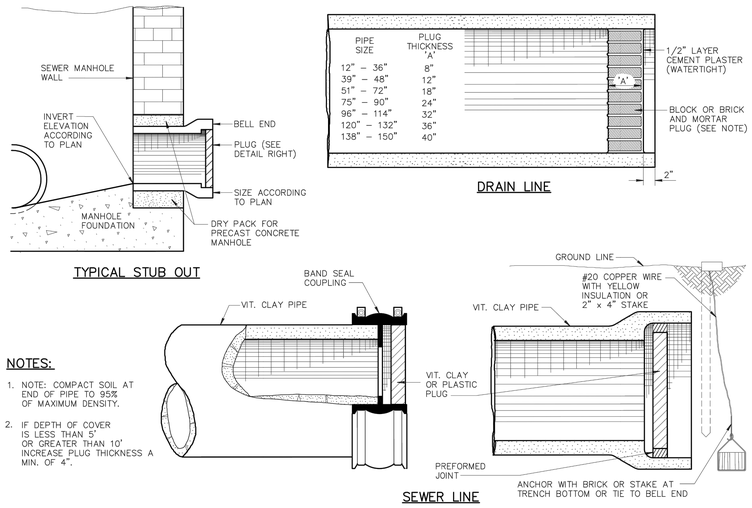
EXHIBIT D
SHEET 1 OF 1

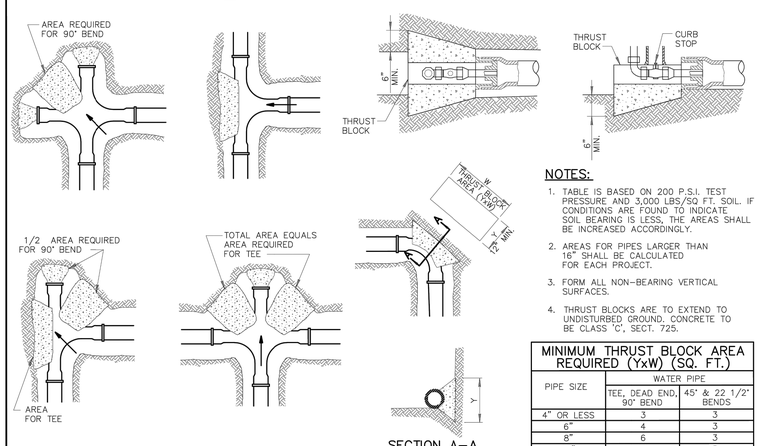


NOTES:

1. NOTE: COMPACT SOIL AT END OF PIPE TO 95% OF MAXIMUM DENSITY.
2. IF DEPTH OF COVER IS LESS THAN 5' OR GREATER THAN 10' INCREASE PLUG THICKNESS A MIN. OF 4".

DETAIL NO.			REVISED	DETAIL NO.
427	MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH	STUB OUT AND PLUGS	01-01-1998	427

TYPICAL LOCATIONS OF THRUST BLOCKS



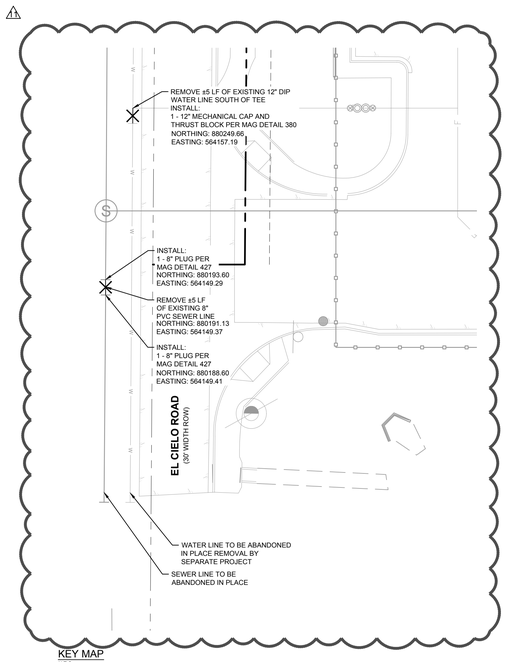
NOTES:

1. TABLE IS BASED ON 200 P.S.I. TEST PRESSURE AND 3,000 LBS/SQ FT. SOIL. IF CONDITIONS ARE FOUND TO INDICATE SOIL BEARING IS LESS, THE AREAS SHALL BE INCREASED ACCORDINGLY.
2. AREAS FOR PIPES LARGER THAN 16" SHALL BE CALCULATED FOR EACH PROJECT.
3. FORM ALL NON-BEARING VERTICAL SURFACES.
4. THRUST BLOCKS ARE TO EXTEND TO UNDISTURBED GROUND. CONCRETE TO BE CLASS 'C', SECT. 725.

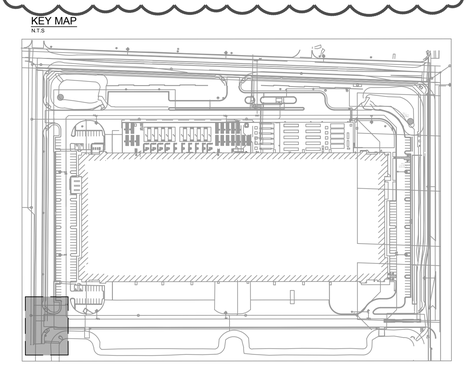
MINIMUM THRUST BLOCK AREA REQUIRED (YxW) (SQ. FT.)

PIPE SIZE	WATER PIPE	
	TEE, DEAD END, 90° BEND	45° & 22 1/2° BENDS
4" OR LESS	3	3
6"	4	3
8"	6	3
10"	10	5
12"	14	7
16"	24	12

DETAIL NO.			REVISED	DETAIL NO.
380	MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH	THRUST BLOCKS FOR WATER LINES	01-01-1998	380



KEY MAP
NTS



GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

- CURB/UTILITY TO BE REMOVED PER PLANS
- SAWCUT
- REMOVE EXISTING ASPHALT PAVEMENT
- REMOVE EXISTING CONCRETE PAVEMENT

GENERAL DEMOLITION NOTES

1. GENERAL CONTRACTOR SHALL COORDINATE DEMOLITION WITH UTILITY SERVICE PROVIDERS FOR CANCELING SERVICE AND CLOSING DOWN SYSTEMS.
2. GENERAL CONTRACTOR SHALL ESTABLISH A DEMOLITION SEQUENCE PLAN THAT ALLOWS PROPER MOBILIZATION AND COORDINATION BETWEEN SUB-CONTRACTORS AND DEMOLITION OF NON-CIVIL ITEMS.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROPERLY DISPOSE WASTE AND COMPLY WITH THE STATE OF ARIZONA ENVIRONMENTAL LAW.
4. EXISTING LOCATION OF FRANCHISED UTILITY LINES AND CONDUITS IS UNKNOWN. GENERAL CONTRACTOR SHALL UTILIZE MAXIMUM PRECAUTION WHEN EXCAVATION AND REMOVING KNOWN UNDERGROUND UTILITIES.
5. GENERAL CONTRACTOR SHALL IMPLEMENT A STORM EROSION PREVENTION PLAN DURING DEMOLITION AND COMPLY WITH THE APPROVED SWPPP.
6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS FOR SITE DEMOLITION AND BUILDING DEMOLITION FROM LOCAL, STATE AND FEDERAL AGENCIES. KIMLEY-HORN AND ASSOCIATES, INC. WILL NOT BE LIABLE FOR ANY STRUCTURAL AND/OR BUILDING DEMOLITION.
7. REFERENCE PAVING, GRADING, DRAINAGE AND UTILITY PLANS FOR ADDITIONAL DETAILS. CONTRACTOR SHALL KEEP THE DEMOLITION PLAN TOGETHER WITH THE FULL SET OF CONSTRUCTION PLANS. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE DEMOLITION WITH PROPOSED INFRASTRUCTURE.

CAUTION
EXISTING UNDERGROUND UTILITIES. CONTRACTOR TO VERIFY EXACT LOCATION PRIOR TO ANY TRENCHING OR EXCAVATION.

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

BENCH MARK LIST

1. CITY OF GOODYEAR BENCHMARK NUMBER G304, A 3" M.C.H.D. BRASS CAP IN HANDHOLE AT THE INTERSECTION OF BROADWAY ROAD AND BULLARD AVENUE.
ELEVATION = 923.87 (NAVD'88)

HTE: 2023-____

No.	REVISIONS	DATE	BY
1	DEMO EX. UTILITIES FOR FIBER CROSSING	09/05/2023	CHK
2	REMOVE DEMOLITION ON EX. UTILITIES	08/28/2023	CHK
3	ADDITIONAL DETAILING FOR BOLLARDS	03/01/23	MJL

Kimley»Horn
7740 NORTH 16TH STREET, SUITE 300
PHOENIX, AZ 85020
PHONE: 877-335-6511 602-944-5500

Registered Professional Engineer (Civil)
CERTIFICATE NO. 75436
JAKE W. TORPEY
Date Signed 10/03/23
ARIZONA U.S.A.
Exp. Date 03 31 25

PROJECT No. 069213065
SHEET SIZE: 24x36
DATE: OCTOBER 2023
SCALE: AS SHOWN
DESIGNED BY: HM
DRAWN BY: HM
CHECKED BY: JT

SDC PHOENIX - I
PHASE 5
2950 S. LITCHFIELD ROAD
CITY OF GOODYEAR, ARIZONA 85338

DEMOLITION PLAN

SHEET NUMBER
C01-02.1

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CORGAN
401 N. Houston St
Dallas, TX 75202
T: 214.748.2000

dlbassociates consulting engineers
3600 Route 66, Suite 150
Neptune, NJ 07753
T: 732.774.2000

L.A. FUESS PARTNERS Structural Engineers
3333 Lee Parkway, Suite 300
Dallas, TX 75219
T: 214.593.1130

Kimley»Horn
260 East Davis Street, Suite 100
McKinney, TX 75069
T: 469.301.2580

No.	ISSUES	
1	02.07.2023	ISSUE FOR PERMIT
2	03.17.2023	AHJ COMMENT RESPONSE
3	05.11.2023	ISSUE FOR CONSTRUCTION
4		
5		
6		
7		
8		
9		
10		

No.	REVISIONS	
1	03.01.2023	BULLETIN #1
2	03.17.2023	AHJ COMMENT RESPONSE
3	05.11.2023	ISSUE FOR CONSTRUCTION
4	06.06.2023	BULLETIN #2
5	06.15.2023	BULLETIN #3
6	06.22.2023	BULLETIN #4
7	07.20.2023	BULLETIN #5
8	08.09.2023	BULLETIN #6
9	08.10.2023	BULLETIN #7

This Document was produced by or under the authority of Registered Architect:

Date of issue:

PHX01 - PHASE 5

2950 S. LITCHFIELD ROAD
GOODYEAR, ARIZONA 85338

DEMOLITION PLAN

JOB 2000.01
DATE 09.14.2023
SHEET
C01-02.1

ITEM #: 8.
DATE: 10/30/2023
AI #:1630

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE NORTH AND EAST OF THE NORTHEAST CORNER OF CITRUS ROAD AND INDIAN SCHOOL ROAD TO I-1 (LIGHT INDUSTRIAL)

STAFF PRESENTER(S): Karen Craver, AICP, Principal Planner

OTHER PRESENTER(S):
Ed Bull, Burch & Cracchiolo, P.A.

SUMMARY

A request for a rezone of approximately 32.43 acres north and east of the northeast corner of Citrus Road and Indian School Road from the C-2 (General Commercial) Zoning District to the I-1 (Light Industrial) Zoning District for the anticipated development of a commercial center and business park by Southwest Next.

STRATEGIC PLAN ALIGNMENT

Economic Vitality

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2340 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1588 REZONING APPROXIMATELY 32.43 ACRES OF LAND LOCATED NORTH OF THE NORTHEAST CORNER OF CITRUS ROAD AND INDIAN SCHOOL ROAD FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL).

2. ADOPT ORDINANCE NO. 2023-1588 CONDITIONALLY REZONING APPROXIMATELY 32.43 ACRES OF LAND LOCATED NORTH AND EAST OF THE NORTHEAST CORNER OF CITRUS ROAD AND INDIAN SCHOOL ROAD FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; 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. (Karen Craver, Principal Planner)

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The approximately 32.43 acres north and east of the northeast corner of Citrus Road and Indian School Road (the “Property”) that are the subject of this rezone application is part of the 41 acres at the northeast corner of Citrus Road and Indian School Road that were rezoned from AG (Agricultural) and PAD (Preliminary Planned Area Development) to C-2 (General Commercial) by the City Council in 2007, with the adoption of Ordinance No. 07-1094 on November 13, 2007, for the planned development of Abel Ranch Mercado. The Mercado did not develop and the Property remains vacant. This rezone application has not previously been presented to the City Council.

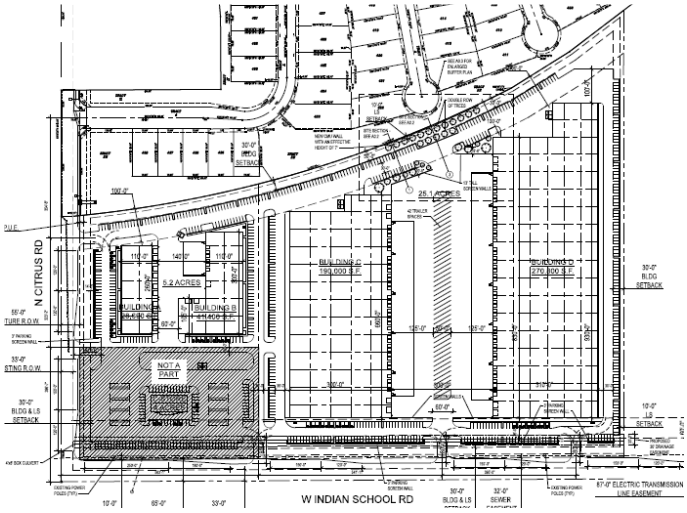
STAFF ANALYSIS

Current Policy:

A request to rezone property requires public review by the Planning and Zoning Commission and public review and approval by the City Council. The proposed rezone must be consistent with the General Plan and should not adversely impact the surrounding area.

Details of the Request:

The applicant/owner, Southwest Next, anticipates developing a commercial center and business park on the Property, adjacent to the southern boundary of the planned Abel Ranch single family development, which received preliminary plat approval on October 28, 2019, and final plat approval by the City Council on September 11, 2023. If this rezone is approved, Southwest Next intends to submit a site plan application for the commercial center and business park.



Staff did ask the Owner if they would rezone to the new Business Park Zoning District that was approved by the City Council with the adoption of Ordinance No. 2023-1592 on September 25, 2023. After reviewing the district standards and regulations, the Owner is requesting the I-1 Light Industrial Zoning District. Therefore, if the request is approved, the Property could develop with any of the I-1 uses established in the Zoning Ordinance, and in accordance with the I-1 development standards, except as modified by the recommended stipulations of approval. However, the conceptual site plan submitted with the rezone application depicts a total of 530,800 square feet of building area in the following configuration from west to east on the Property:

- Building A – 28,600 S.F.
- Building B – 41,400 S.F.
- Building C – 190,000 S.F.
- Building D – 270,800 S.F.

The conceptual site plan depicts all 4 buildings in north to south alignments, with a truck court in between the two smaller buildings, and a truck court in between the two larger buildings. Pursuant to the requested I-1 (Light Industrial) Zoning District designation, the maximum allowed building height would be 50 feet.

Based upon conceptual total building square footage, the commercial center and business park would be required to provide 327 parking spaces per the City Zoning Ordinance parking requirements. The conceptual site plan depicts 588 parking spaces, many of which are shown 30 feet from the shared Abel Ranch property line, on the north side of the project access drive off of Citrus Road. Although the conceptual site plan does depict a second row of trees near the end of a cul-de-sac on the Abel Ranch property, directly across from the entrance to the truck court between the two larger buildings, there are two Abel Ranch lots west of the cul-de-sac (lots 422 & 423) and two lots east of the cul-de-sac (lots 411 & 412), with side yards located parallel to the shared property line. To provide the necessary screening for the future residents of the four Abel Ranch lots from the noise, lights, and exhaust from the tractor trailer trucks in the truck court, staff has recommended a stipulation of approval, that with the site plan submittal, that there be two rows of trees that extend three additional runs of parking (parking spaces between landscape islands) to the west of the second row of trees depicted on the preliminary site plan, and three additional runs of parking to the east of the second row of trees reflected on the preliminary site plan.

The screening provided by the increased length of the second row of trees will be enhanced by the applicant/owner's proposal to construct 13-foot screen walls, attached to each of the two larger buildings, at the north end of the truck court between the buildings where trailer parking is also proposed. Additional landscaping will be provided on the north side of the walls, between the walls and vehicular parking provided on the south side of the access drive off of Citrus Road. To lessen the possible obtrusive appearance of the 13-foot screen walls, and to make them appear as extensions of the buildings to which they are attached, staff has recommended a stipulation of approval that the walls will be constructed of a minimum of two of the materials, and will incorporate a minimum of two of the colors, used on the buildings. Because there is also a truck court between the two smaller buildings (A & B), and there are also Abel Ranch lots (434 – 438) near the north side of the access drive off of Citrus Road, staff has recommended a stipulation of approval for a 13-foot screen wall to be attached to Building B, with the same materials and colors criteria.

Southwest Next has also proposed to construct a 7-foot high wall along a section of the shared Abel Ranch property line near the cul-de-sac between lots 422 and 412. Although this wall too

will provide enhanced screening, because the City Zoning Ordinance requires a minimum separation between fences and/or walls to be 20 feet, staff has recommended a stipulation of approval providing notice to the applicant that should Abel Ranch receive approval to construct a development perimeter wall along or near the shared property line, but has not constructed it at the time the Property develops, then owner shall be required to construct the screen wall on the Property maintaining the 20-foot separation from the location of the wall approved for Abel Ranch. If Abel Ranch has constructed a wall adjacent to the entire northern boundary of the Property when the Property develops, owner will not be required to construct a wall.

In a further effort to reduce the impacts of the anticipated commercial center and business park, staff has recommended a stipulation of approval that no tractor trailer trucks, box trucks or similar vehicles shall park, and no empty trailers shall be parked, outside of the truck courts on any access drive or interior drive aisles. In the event the property does not develop in conformance with the approved site plan, staff has also recommended a stipulation of approval that the commercial center and business park shall include a minimum of 3 buildings, the largest of which is limited to 270,800 square feet. This is intended to avoid a “mega” building on the site.

Southwest Next has also submitted an elevations inspiration board with the rezone application to provide an idea of the anticipated architectural style of the four buildings, and staff has recommended a stipulation of approval requiring compliance with the City’s Design Guidelines for Employment-Industrial development related to architecture, materials, and colors.

Evaluation Criteria:

1. Consistency with the General Plan.

The 2025 Goodyear General Plan designates the Property as Business & Commerce, which provides areas for the growth and development of Goodyear’s economic base. Uses that are appropriate in the category include business parks, offices, warehouses, and other light industrial uses. The requested rezone to I-1 (Light Industrial) to facilitate the development of a commercial center and business park is consistent with the General Plan. The Property is also within the Luke Compatible Land Use Overlay. Industrial Development Standard 46 of the Goodyear General Plan states that Industrial land uses are encouraged to locate within and adjacent to the Luke Compatible Land Use Overlay.

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

The Property is a vacant, flat site which has been used for agriculture. The Property’s physical and natural features are suitable for the development of a commercial center and business park or other light industrial uses.

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

North – A currently undeveloped single family parcel that is part of the Abel Ranch development zoned R1-6, and for which a final plat was approved by the City Council on September 11, 2023. The construction of homes in Abel Ranch has begun further to the north, on the east side of Citrus in alignment with the Campbell Avenue entrance into Sedella, on the

west side of Citrus.
South – The existing two of the five planned Microsoft data center buildings and an APS Substation, zoned I-1.
East – The planned Project Majestic, a two-building light industrial project totaling approximately 852,000 square feet of space, for which a site plan was approved in August 2022, zoned I-1.
West – Vacant property with underlying C-2 zoning within the Sedella PAD. Currently in review for a Special Use Permit for a storage facility on the far west portion of the property.

Because of the screening methods proposed by the applicant/owner, and the further screening and development activity restrictions recommended by staff in the stipulations of approval, it is not anticipated that a commercial center and business park will negatively impact the existing and future surrounding uses.

4. 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 proposed I-1 (Light Industrial) Zoning District permits uses that could be compatible, with screening requirements and development activity restrictions, with the adjacent existing and future light industrial and commercial uses and future residential development.

Luke Air Force Base:
The Property is located inside the Luke AFB 1988 JLUS 65 Ldn "high noise or accident potential zone" as identified by A.R.S. §28-8461, and is within the "territory in the vicinity of a military airport", also defined by A.R.S. §28-8461. Luke provided a letter to staff stating that, subject to the results of an FAA Obstruction Evaluation/Airport Airspace Analysis, the rezoning request, as described in the rezone narrative, will not negatively impact the flying and base operations at Luke AFB. Luke did, however, reserve the right to comment if the rezoning is approved and development and design plans become available, and staff will provide any future development and design plans to Luke.

Phoenix-Goodyear Airport:
The Property is not located within the vicinity of Phoenix-Goodyear Airport.

5. 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.

Many of the uses permitted in the proposed I-1 (Light Industrial) Zoning District require access to major arterials and freeways, as well as easy access to adjacent electrical power. Southwest Next has also chosen to request a rezone to I-1 (Light Industrial) because the Property is also within the Luke Compatible Land Use Overlay, and because the Industrial Development Standard 46 of the Goodyear General Plan states that Industrial land uses are encouraged to locate within and adjacent to the Luke Compatible Land Use Overlay.

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

Below is a summary of impact to public services.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Second Nearest Goodyear Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
#185	6.19	3.1	#184	12.96	6.19

The closest fire station is Station #321 of the Buckeye Valley Fire District (now Arizona Fire Medical Authority), at approximately 2.1 miles away, just west of Sedella. The Authority is part of the automatic aid consortium and responds to all fire/ems calls in the area.

Police Response:
The Property is located within an existing Police patrol beat and the proposed I-1 (Light Industrial) Zoning District does not alter the current level of service within the beat.

Streets/Transportation:
If developed as anticipated, the commercial center and business park will have direct access from both Citrus Road and Indian School Road. Southwest Next will be responsible for widening the east half of Citrus from 1 lane to 2 lanes, for widening the north half of Indian School from 1 lane to 3 lanes, and providing in-lieu payments for one-half of the median construction and one-half of the median landscaping for both roads. And because both Citrus and Indian School are arterial streets, Southwest Next is required to construct deceleration lanes at all driveways serving the commercial center and business park. Southwest Next will also be responsible for contributing 25% of the total cost ($220,000 of $880,000) of signalizing the intersection of the two roads with an ADOT style traffic signal.

Water/Wastewater:
The Property is located within the City of Goodyear wastewater service area and the EPCOR water service area. Owner shall construct all on-site and off-site infrastructure improvements determined by the City as being necessary to provide wastewater service and water service to the Property.

Solid Waste/Recycling:
Solid waste and recycling services for the Property will be contracted through a commercial provider.

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

The Property is in proximity to where existing public services are provided.

8. General public's concerns.

Public Participation:
Because there are no residents living within 500 feet of the Property, a formal neighborhood meeting was not held. Instead, in accordance with the Goodyear Zoning Ordinance, an alternative citizen review process was used. A postcard was mailed on June 12th to the owners of all property within 500 feet of the subject property notifying the owners of the rezone request; directing them to the city website for additional information; providing both staff and applicant contact information; and letting them know they would receive a second postcard when public hearings on the request were scheduled. Planning Staff received two emails and

Communications Staff received two posts to the city's digital platforms in opposition to the rezone request as a result of the first postcard. Points of opposition included loss of commercially zoned land, overbuilding of industrial uses, additional lights and noise, loss in home values, terrible traffic, non-completion of promised roadway improvements, and destruction of existing roadways by semi traffic.

Notice of the September 13th public hearing before the Planning and Zoning Commission and the September 25th public hearing before the City Council included a postcard mailed on August 22nd to the owners of property within 500 feet of the Property, as well as the Sedella HOA; a legal notice/display ad published in the Southwest Valley Republic on August 25th; and two notice of public hearings signs posted on the Property on August 29th.

Prior to the September 13th public hearing, following a meeting between staff and the Owner to discuss recommended stipulations of approval, it was decided by the Owner that additional time was needed to continue to discuss the stipulations. Therefore, at the September 13th Commission meeting, the Vice-Chairman announced that the public hearing would be continued to a date uncertain. Following additional discussions between staff and the Owner, Notice of the October 18th public hearing before the Planning and Zoning Commission and the October 30th public hearing before the City Council included a postcard mailed on September 22nd to the owners of property within 500 feet of the Property, as well as the Sedella HOA; a legal notice/display ad published in the Southwest Valley Republic on September 29th; and the two notice of public hearings signs previously posted on the Property were updated on September 27th. Prior to the October 18th Planning and Zoning Commission meeting, staff received two emails from Sedella residents in support of the request.

Planning and Zoning Commission Meeting:
At the regularly scheduled meeting of the Planning and Zoning Commission on October 18, 2023, following a presentation by staff, Commissioner Sambito asked if the reference to retaining some commercial zoning meant that the four buildings depicted on the conceptual site plan could have some commercial uses in them. It was clarified that the retained commercial zoning applied only to the nine acres at the hard corner of Citrus and Indian School. Chairman Kisch asked if there was an explanation of why the Property had not developed as commercial over the years, and the applicant's legal representative explained the efforts that had been made to bring a commercial developer aboard to no avail.

Following the completion of the applicant presentation, one resident of the Sedella single family neighborhood voiced their support of the rezoning application, and seven other residents of Sedella voiced their opposition. Points of opposition included the overbuilding of warehouses within the vicinity of Sedella; the anticipated increase in truck traffic on the adjacent roads, many of which have been under construction for some time; the anticipated light, noise, and exhaust pollution; and the anticipated decrease in property values. Many of those in opposition also spoke about having to spend their commercial tax dollars outside of Goodyear because there are no commercial services in their area of the city.

After the end of public comments, Chairman Kisch acknowledged the comments from most of the Sedella residents that they felt that they were living in the forgotten part of the city. Subsequently, a motion to recommend approval of the rezoning passed by a vote of 6 to 0.

9. Whether the amendment promotes orderly growth and development.

If the rezone is approved, light industrial uses, which include the anticipated commercial

center and business park, will be developed consistent with the existing General Plan Business & Commerce designation for the Property and the Luke Compatible Land Use Overlay. The consistency promotes the orderly growth and development of the area.

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 rezone application, and recommended stipulations of approval, provide for an enhanced streetscape along the north side of the access drive off of Citrus Road, adjacent to the future Able Ranch residents, as well as an enhanced streetscape on the south side adjacent to the proposed 13-foot high screen walls at the entrance to the truck court between the two larger buildings. The enhanced streetscapes and the screen walls will provide beneficial impacts to the future residents. Increased employment opportunities could benefit the citizens of the City and the general public.

Staff Findings:
Pursuant to the above evaluation of this rezone request, staff finds that approval of the request, as set forth in Draft Ordinance No. 2023-1588, promotes continued orderly growth and development in conformance with the city's General Plan, Zoning Ordinance, Design Guidelines, and Engineering Standards.

Attachments

Resolution No. 2023-2340
Exhibit A - Supplementary Zoning Map No. 22-24
Exhibit B - Legal Description
Ordinance No. 2023-1588
Aerial Photo
Rezone Narrative
Conceptual Site Plan
Enlarged Buffer Plan
Preliminary Site Sections
Elevations Inspiration Board
Staff Presentation
Applicant Presentation

RESOLUTION NO. 2023-2340

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1588 REZONING APPROXIMATELY 32.43 ACRES OF LAND LOCATED NORTH OF THE NORTHEAST CORNER OF CITRUS ROAD AND INDIAN SCHOOL ROAD FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL).

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. 22-24", a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "Legal Description – Citrus & Indian School Industrial", a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2023-1588.

SECTION 3. COPIES FILED WITH THE CITY CLERK

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

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

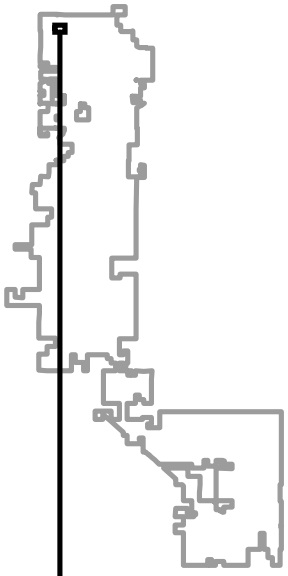
APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT A

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-24

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 _____, 2023.

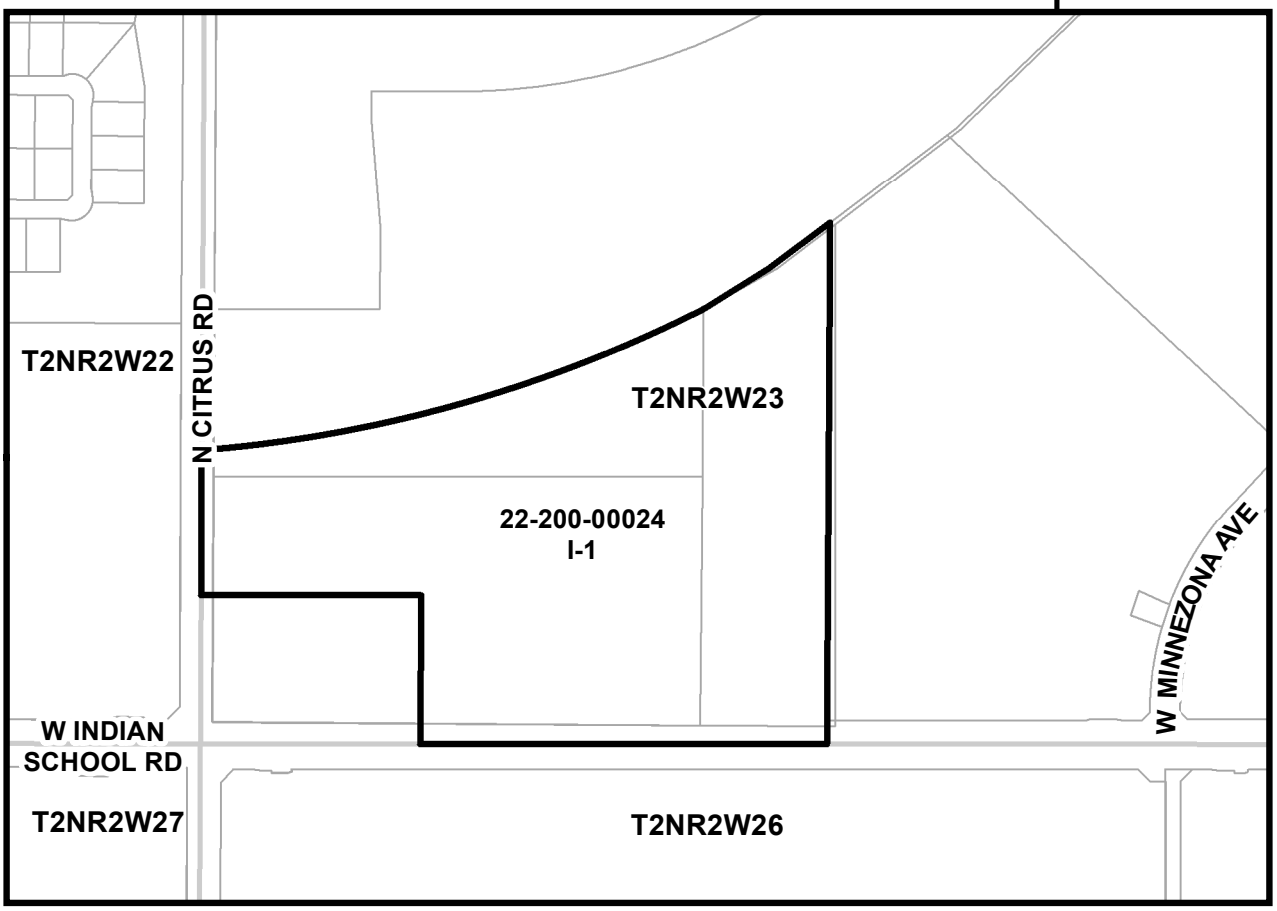


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of the Northwest Quarter Section 23, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT			DATE:
A	REZONE FROM C-2 TO I-1	22-200-00024	August 2023

EXHIBIT B

A portion of the Southwest quarter of Section 23, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Southwest corner of said Section 23, said point being marked with a brass cap in a handhole, said point also being
South 00 degrees 00 minutes 23 seconds West 2641.59 feet from the West quarter corner of said Section 23, said point being marked with a brass cap in a handhole labeled L.S. 22782;

Thence, along the West line of the Southwest quarter of said Section 23, North 00 degrees 00 minutes 23 seconds East 395.01 feet to the POINT OF BEGINNING;

Thence, continuing along said West line, North 00 degrees 00 minutes 23 seconds East 388.85 feet;

Thence South 89 degrees 59 minutes 37 seconds East 33.00 feet to the beginning of a non-tangent curve to the left, the center of which bears North 05 degrees 24 minutes 37 seconds West 3573.00 feet;

Thence along said non-tangent curve through a central angle of 21 degrees 47 minutes 47 seconds, an arc length of 1359.24 feet;

Thence North 57 degrees 57 minutes 16 seconds East 201.37 feet;

Thence North 52 degrees 39 minutes 30 seconds East 200.72 feet;

Thence South 00 degrees 00 minutes 23 seconds West 1383.26 feet to a point on the South line of the Southwest quarter of said Section 23;

Thence, along said South line, South 89 degrees 42 minutes 13 seconds West 1076.91 feet to a point on a line 583.00 feet East of, and parallel with, the West line of the Southwest quarter of said Section 23;

Thence, along said parallel line, North 00 degrees 00 minutes 23 seconds East 395.01 feet to a point on a line 395.00 feet North of, and parallel with, the South line of the Southwest quarter of said Section 23;

Thence, along said parallel line, South 89 degrees 42 minutes 13 seconds West 583.01 feet to the POINT OF BEGINNING.

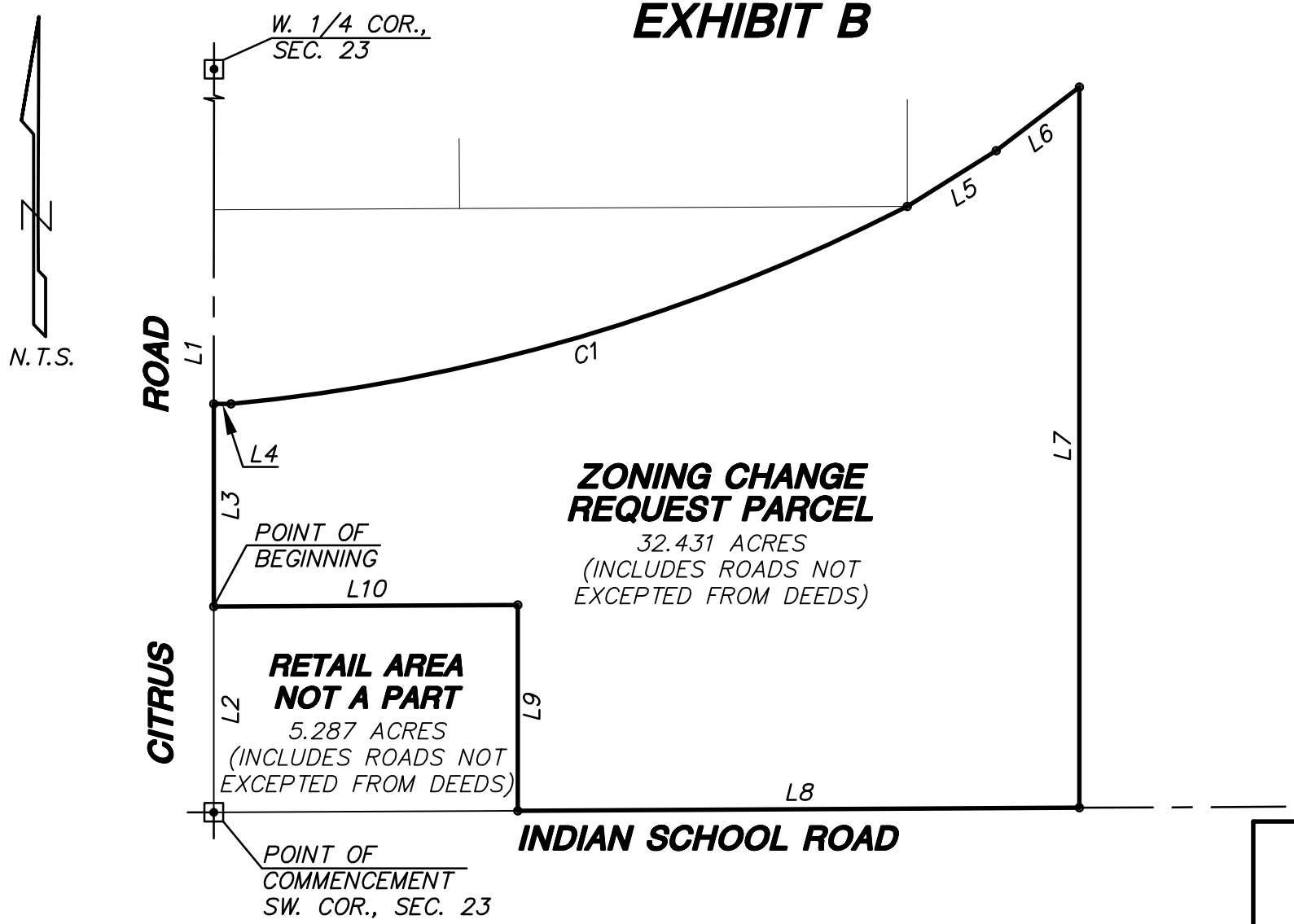
Comprising 32.431 acres or 1,412,695 square feet, subject to all easements of record.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
31020
G. BRYAN
GOETZENBERGER
11/29/22
Date signed
ARIZONA U.S.A.

JOB NO.: 210551
SECTION: 23
TOWNSHIP: 2 NORTH
RANGE: 2 WEST
DATE: NOVEMBER 29, 2022
SHEET 1 OF 1

ALLIANCE LAND SURVEYING, LLC
7900 N. 70th AVENUE
SUITE 104
GLENDALE, AZ 85303
TEL (623) 972-2200
FAX (623) 972-1616
www.alliancelandsurveying.com contactus@azals.com

EXHIBIT B



JOB NO.: 210551
SECTION: 23
TOWNSHIP: 2 NORTH
RANGE: 2 WEST
DATE: NOVEMBER 29, 2022
SHEET 1 OF 2

ALLIANCE LAND SURVEYING, LLC
www.alliancelandsurveying.com
7900 N. 70th AVENUE
SUITE 104
GLENDALE, AZ 85303
TEL (623) 972-2200
FAX (623) 972-1616
contactus@azals.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
31020
G. BRYAN
GOETZENBERGER
Date signed 11/29/22
ARIZONA

EXHIBIT B

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	3573.00'	1359.24'	21°47'47"	N 73°41'29" E	1351.06'

LINE	BEARING	DISTANCE
L1	N 00°00'23" E	2641.59'
L2	N 00°00'23" E	395.01'
L3	N 00°00'23" E	388.85'
L4	S 89°59'37" E	33.00'
L5	N 57°57'16" E	201.37'
L6	N 52°39'30" E	200.72'
L7	S 00°00'23" W	1383.26'
L8	S 89°42'13" W	1076.91'
L9	N 00°00'23" E	395.01'
L10	S 89°42'13" W	583.01'

JOB NO.: 210551
SECTION: 23
TOWNSHIP: 2 NORTH
RANGE: 2 WEST
DATE: NOVEMBER 29, 2022
SHEET 2 OF 2

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
31020
G. BRYAN
GOETZENBERGER
Date signed 11/29/22
ARIZONA

ORDINANCE NO. 2023-1588

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 32.43 ACRES OF LAND LOCATED NORTH AND EAST OF THE NORTHEAST CORNER OF CITRUS ROAD AND INDIAN SCHOOL ROAD FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, the property subject to this Ordinance consists of approximately 32.43 acres generally located north and east of the northeast corner of Citrus Road and Indian School Road, as more particularly described in the Legal Description declared a public record by Resolution No. 2023-2340, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property"); and

WHEREAS, the Property is currently zoned C-2 (General Commercial) pursuant to Ordinance 07-1094 in which the Goodyear City Council conditionally approved the rezoning of 41 acres of property at the northeast corner of Citrus Road and Indian School Road from AG (Agricultural) and PAD (Preliminary Planned Area Development) to C-2 (General Commercial); and

WHEREAS, the General Plan Land Use Plan designates the Property as Business & Commerce, which provides areas for the growth and development of Goodyear's economic base; and

WHEREAS, the General Plan Land Use Plan also designates the Property as being within the Luke Compatible Land Use Overlay, and the Goodyear General Plan also states that Industrial land uses are encouraged to locate within and adjacent to the Luke Compatible Land Use Overlay; and

WHEREAS, this request is to rezone the Property from C-2 (General Commercial) to I-1 (Light Industrial); and

WHEREAS, this rezoning request is consistent with the designation of the Property in the General Plan as Business & Commerce and within the Luke Compatible Land Use Overlay and will not adversely impact the surrounding area; and

WHEREAS, a rezoning request requires review by the Planning and Zoning Commission and final decision by the City Council through the public hearing process, and to be approved, a rezoning request must be found in conformance with the General Plan and to not adversely impact the surrounding area as outlined in the Zoning Ordinance; and

WHEREAS, public notice that this rezoning request was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on October 18, 2023, appeared in the Arizona Republic Southwest Valley edition on September 29, 2023; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on October 18, 2023, to consider the rezoning of the Property, and the Commission voted 6-0 to recommend approval the proposed rezoning; and

WHEREAS, public notice that this rezoning request is to be considered and reviewed at a public hearing held before the City Council on October 30, 2023, appeared in the Arizona Republic Southwest Valley edition on September 29, 2023; 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 of Goodyear;

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

SECTION 1. DESCRIPTION OF THE PROPERTY BEING REZONED

This Ordinance No. 2023-1588 applies to that parcel of land in Goodyear, Maricopa County, Arizona, generally located north and east of the northeast corner of Citrus Road and Indian School Road, as more particularly described in the Legal Description declared a public record by Resolution No. 2023-2340, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property").

SECTION 2. REZONING

The Property is conditionally rezoned from the C-2 (General Commercial) Zoning District to the I-1 (Light Industrial) Zoning District.

SECTION 3. STIPULATIONS

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

1. Approval of the rezoning does not constitute approval of any site plan for development within the Property. All future development will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access, and circulation; and

2. Except as otherwise provided in this Ordinance, all provisions of the Goodyear Zoning Ordinance as it may be amended from time to time applicable to the I-1 (Light Industrial) Zoning District apply to the development of the Property; and

3. If warehouses, wholesale, distribution and/or manufacturing facilities are developed on the Property, then a minimum of 3 buildings, none of which shall exceed 270,800 square feet, shall be constructed or located on the Property. No loading, delivery, roll-up/dock doors and/or service and wash bays may front onto a public street unless the requirements of Goodyear Zoning Ordinance section 3-4-3(B)(8)(b) have been satisfied and no loading, delivery, roll-up/dock doors and/or service and

wash bays may face towards the residential zoned property to the north of the Property unless screening measures, approved by the Zoning Administrator or his/her designee, have been installed, which shall be at least as restrictive as the requirements in Goodyear Zoning Ordinance section 3-4-3(8)(b); and

4. If warehouses, wholesale, distribution and/or manufacturing facilities with loading docks and truck courts are developed on the Property, the buildings should be orientated and the truck courts and loading docks shall be internalized in the manner reflected in the Preliminary Site Plan for the Project named Citrus and Indian School, which document was declared a public record by Resolution No. 2023-2340, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Citrus and Indian School Preliminary Site Plan") ; and

5. Except as otherwise provided in this Ordinance, development within the Property shall comply with the Development Standards for Industrial Districts set forth in Article 3-4-3, including, but not limited to the screening standards in section 3-4-3(B)(8); and

6. Any above ground silos, tanks, and other similar structures that are accessory uses to a primary building shall be located adjacent to the primary building, shall not exceed the height of the primary building, and shall be screened from view of public streets and the residential zoned property to the north of the Property in a manner approved by the Zoning Administrator and/or his designee; and

7. If the Property is developed in terms of the number of buildings and configuration of such buildings in general conformance with the Citrus and Indian School Preliminary Site Plan, the following shall apply:

   a. The final site plan for the Property shall be revised to provide a wide double row of staggered trees along the northern boundary of the Property adjacent to the residential zoned property to the north of the Property located within the boxed area in which the trees are shown on the Citrus and Indian School Preliminary Site Plan and continuing west to the third landscaped parking island outside the boxed area and continuing east to the third landscaped parking island outside the boxed area; and

   b. The final site plan for the Property shall include the two 13-foot screening walls attached to Buildings C & D reflected in the Citrus and Indian School Preliminary Site Plan. The screening walls shall be constructed of a minimum of two of

the materials, and shall incorporate a minimum of two of the colors, used on the buildings; and

c. The final site plan for the Property shall include a 13-foot screening wall attached to the northwest corner of Building B to screen the truck court between Buildings A and B, and the screening wall shall be constructed of a minimum of two of the materials, and shall incorporate a minimum of two of the colors, used on the building; and

8. If the residential zoned property to the north of the Property (currently known as Abel Ranch) has constructed a wall along the common property line between Abel Ranch and this Property when the Property is developed, Owner shall not be required to construct an additional wall along the Property's northern property line. If however, prior to the approval of a Site Plan for the development of the Property, the owner/developer adjacent residential zoned property has received approval to construct perimeter walls along or near the property line shared with the Property, Owner shall comply with the requirements of section 5-2-2(A)(6) of the Goodyear Zoning Ordinance as it may be amended from time to time, which requires a minimum separation of twenty feet (20') between fences and/or walls and requires that any fence or wall constructed within twenty (20) to fifty (50) feet of another fence or wall to be constructed with a maximum of four (4) feet of masonry and view fencing for the remaining portion of the fence or wall; and

9. No tractor trailer trucks, box trucks or similar vehicles shall park, and no empty trailers shall be parked, outside of the truck courts on any access drive or interior drive aisles; and

10. If the Property is not developed in conformance with the Citrus and Indian School Preliminary Site Plan subject to the modifications described above, the development of the Property shall include the landscape buffer between the northern boundary of the Property and the adjacent residential zoned property to the north of the Property in accordance with the requirements of section 5-1-4(B)(3)(b); and

11. Development of the Property shall comply with City's Design Guidelines for Employment-Industrial development related to architecture, materials, and colors; and

12. Owner shall construct, at Owner's sole cost and expense, all on-site and off-site infrastructure improvements determined by the City as being necessary to provide wastewater service to the Property; and

13. In addition to constructing the infrastructure improvements specifically identified in this Ordinance, Owner shall construct, at no cost to the City, all infrastructure improvements required by the City of Goodyear subdivision regulations, all Building Codes and Regulations adopted by the City, and Engineering Design Standards and Policy Manual (the "EDS&PM") in effect at the time of construction; and

14. Owner shall, at no cost to the city, design and construct full half-street improvements required for a Major Arterial as set forth in the EDS&PM in effect when the improvements are constructed for the north-half of the section of W. Indian School Road between the eastern boundary of the Property to N. Citrus Road except for the construction of ½ the median and ½ median landscaping. These improvements include, by way of example but not limitation, pavement, decel lanes, bus bays, striping, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, street lighting, and signage (the "Indian School Road Improvements"). In the event a third party other than the City constructs any or all of the Indian School Road Improvements, the Property Owner shall not be required to contribute to or reimburse such third party for the cost of the portion of the Indian School Road Improvements constructed unless a Cost Recovery Ordinance or Resolution or development agreement is adopted by the Goodyear City Council providing for such reimbursements. The Indian School Road Improvements shall be completed prior to the issuance of any Temporary Certificate of Completion, Certificate of Completion, Temporary Certificate of Occupancy, and/or Certificate of Occupancy for any structure within the Property; and,

15. 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 required by the EDS&PM to be installed within the section of W. Indian School Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee subject to review the owner of the Property. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and,

16. Owner shall, at no cost to the city, design and construct full half-street improvements required for a Minor Arterial as set forth in the EDS&PM in effect when the improvements are constructed for the east-half of the section of N. Citrus Road

between the northern boundary of the Property and W. Indian School Road, except for the construction of ½ the median and ½ median landscaping. These improvements include, by way of example but not limitation, pavement, decel lanes, bus bays, striping, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, street lighting and signage (the "Citrus Road Improvements"). In the event a third party other than the City constructs any or all of the Citrus Road Improvements, the Property Owner shall not be required to contribute to or reimburse such third party for the cost of the portion of the Citrus Road Improvements constructed unless a Cost Recovery Ordinance or Resolution or development agreement is adopted by the Goodyear City Council providing for such reimbursements. The Citrus Road Improvements shall be completed prior to the issuance of any Temporary Certificate of Completion, Certificate of Completion, Temporary Certificate of Occupancy and/or Certificate of Occupancy for any structure within the Property; and,

17. 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 required by the EDS&PM to be installed within the section of N. Citrus Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee subject to review by the owner of the Property. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier.

18. If all or part of the required Indian School Road Improvements and/or the Citrus Road Improvements have been constructed by the City of Goodyear through a capital improvements project (CIP) or other projects, Owner shall remit to the City of Goodyear an in-lieu payment for the costs the City of Goodyear incurred in constructing such improvements. Owner shall construct all remaining required Indian School Road Improvements and Citrus Road Improvements. If owed, the payments required hereunder, shall be paid prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier. The remaining W. Indian School Road and N. Citrus Road Improvements shall be completed prior to the issuance of any Temporary Certificate of Completion, Certificate of Completion, Temporary Certificate of Occupancy, and/or

Certificate of Occupancy for any structure within the Property; and

19. Owner is responsible for the construction of or a payment for a proportionate share of the costs for adjacent traffic signals. Owner shall either construct such signal(s) when warranted or pay to the City the proportionate share of the cost of such signal(s) ("in-lieu payment") when requested by the City Engineer or designee. If Owner makes an in-lieu payment, the 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 are as follows:

    a. 25% at N. Citrus Road and W. Indian School Road for the northeast corner; and

20. In addition to being responsible for a proportionate share of the cost of full traffic signals (all four legs) identified in this ordinance, Owner is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signal at any intersection adjacent to the Property or proposed access driveway from the major and minor arterial streets; 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, if the traffic signal is required because of the traffic generated by the Property, Owner shall be 100% responsible for the costs of the signal otherwise, Owner shall be responsible for a proportionate share of the signal as provided herein. 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 with all four legs. For example, if a traffic signal is required at an intersection were two of the four corners of the intersection are adjacent to the Property, Owner would be responsible for 50% of the cost of a full traffic signal. The in-lieu payment shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee traffic signal. The dedication(s) and in-lieu payment(s) required herein shall be made at the earlier of the following: (i) before the issuance of any engineering permit for any of the work reflected in a site plan, Minor Land Division ("MLD"), or final plat that includes, is adjacent to, or requires connection to the intersection where the traffic signal is needed; or (ii) before the

recordation of any final plat or MLD that includes, is adjacent, or requires connection to the intersection where the traffic signal is needed

21. Owner shall, at no cost to the city, convey or cause to be conveyed, in fee and free from all liens and encumbrances other than those approved by the City Engineer or his/her designee, the following right-of-way:

    a. A full 65-feet of right-of-way for the north half of W. Indian School Road between the eastern boundary of the Property and N. Citrus Road required for the construction of the Indian School Road Improvements.

    b. A full 55-feet of right-of-way for the east half of N. Citrus Road between the northern boundary of the Property and W. Indian School Road required for the construction of the Citrus Road Improvements.

    c. All the right-of-way needed for the construction of the traffic signal improvements that will be located on the Property for the traffic signal to be constructed at the intersection of N. Citrus Road and W. Indian School Road; and

22. Owner shall dedicate, at no cost to the city, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements required for the City to provide wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, 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 in this Ordinance, 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 his/her designee, all dedications shall be made prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and

23. Owner shall coordinate with the overhead power utility provider for any improvements with the existing Electric Easement per DOC # 2005-1159857 MCR. A letter of consent or approval shall be required from the utility provider for any improvements within the existing easement prior to the issuance of any construction permit for any work within the Easement; and

24. Owner shall, at no cost to the City, construct all drainage improvements identified in an approved grading and drainage plan for the Property needed for the receipt, acceptance, retention, diversion, conveyance and disposal of the storm water flows generated on and within the Property, storm water flows from streets within and adjacent to the Property and historic storm water flows generated outside the boundaries of the Property, including, but not limited to a four-foot (4') by eight-foot (8') box culvert running parallel to W. Indian School Road from the eastern boundary of the Property to the center line of N. Citrus Road in a location to be determined with the approval of the grading and drainage plans; and

25. Owner shall, at no cost to the City, dedicate to the city a 30-foot drainage easement for the box culvert described above. The easement shall be lien free and free of all encumbrances except those specifically approved by the City Engineer or his/her designee in a form approved by the City Attorney or his/her designee and shall be dedicated prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and

26. 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 with the site plan or construction documents, whichever is earlier, for the development of the Property and approved by the City Engineer or his/her designee. 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. Owner shall dedicate at no cost to the City, the property required for the 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 of his/her designee; and

27. The City's obligation to provide sewer service to the Property is limited to the wastewater discharge volumes reflected in the

Preliminary Wastewater Memo Southwest Next Citrus and Indian School dated April 5, 2023 approved by the City Engineer or designee (the "Approved Sewer Report"). If the volume of wastewater discharge flows exceed the discharge volumes reflected in the Approved Sewer Report, the city shall be entitled to revoke any certificate of occupancy issued for development on the Property (permanent or temporary) unless Owner (i) submits an updated sewer report to the City that complies with the requirements herein and (ii) enters into an agreement with the City that addresses Owner's responsibility for: constructing all additional infrastructure improvements required for the city to accept the increased wastewater discharge flows; conveying all real estate interests (lien free and free of all encumbrances unless agreed to by the City Engineer or designee) required for the construction of such infrastructure; and making a payment for the cost of the treatment capacity required for the city to treat the additional wastewater discharge flows; to be delivered to the city's 157th Avenue Water Reclamation Facility. . The updated report shall identify all additional infrastructure that needs to be constructed for the city to accept the increased flow volumes of wastewater at the 157th Avenue Water Reclamation Facility. Notwithstanding the foregoing, the city shall have no obligation to accept additional wastewater discharge flows in excess of the Approved Report and the city shall have the right to revoke a certificate of occupancy (permanent or temporary) issued for development on the Property if the increased wastewater flows to the 157th Ave WRF cause or will cause the city to be in violation of any regulatory permit governing the operation of the 157th Ave.

SECTION 4. AMENDMENT OF ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning of the Property provided for herein by the adoption of that certain document titled "Official Supplementary Zoning Map No. 23-24", declared a public record by Resolution No. 2023-2340 and which is referred to and made a part hereof as if fully set forth in this Ordinance.

SECTION 5. ABRIDGEMENT OF OTHER LAWS

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

SECTION 6. CORRECTIONS

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

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

SECTION 7. SEVERABILITY

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

SECTION 8. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 9. 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 10. RECORDATION

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

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Aerial Exhibit
22-200-00024
Citrus and Indian School Industrial

8/16/2023 4:12:43 PM

<u>Southwest Next</u>

I-1

Rezoning Narrative

Approximately 30.3 net acres located

north and east of the northeast corner of Citrus Rd and Indian School Rd

Goodyear, Arizona

Initial Submittal: December 14, 2022
Resubmittal: April 18, 2023

Rezone Case No. 22-20000024

CITRUS AND INDIAN SCHOOL LIGHT INDUSTRIAL

Prepared by:
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Exhibits

Exhibit 1 – Aerial Map

Exhibit 2 – Existing Zoning Map

Exhibit 3 – Conceptual Illustrations of Buffering

Exhibit 4 - Letter Report from Tony Sola with Acoustical Consulting Services dated April 4, 2023

Exhibit 5 - Conceptual Site Plan

Exhibit 6 – Conceptual Elevations

A. Introduction

Southwest Next requests rezoning of approximately 30.3 net acres located east and north of the northeast corner of Citrus Road and Indian School Road in Goodyear, Arizona ("Site") from General Commercial (C-2) to Light Industrial Park (I-1). See **Exhibit 1 – Aerial Map**. The proposed rezoning will allow this vacant, underutilized agricultural Site to be developed for light industrial uses. The Site is part of an overall 34.3 net acre property owned by Southwest Next at the northeast corner of Citrus Road and Indian School Road consisting of two development areas: a 25.1 net acre industrial area in the eastern/central portion of the Site and a 5.2 net acre industrial area for less intense industrial uses with significantly smaller buildings in the western portion of the Site. In addition, there is a 4 net acre commercial area at the immediate northeast corner of the intersection of Citrus Road and Indian School Road which will remain C-2 and is not included in this rezoning application.

B. Current & Surrounding Zoning and General Plan

The Site is currently zoned General Commercial (C-2). The Site has failed to develop with commercial uses despite Southwest Next's efforts to develop the Site since 2009.[1] Similarly, the property to the south was rezoned several years ago from PAD for C-2 uses to PAD for I-1 uses because it could not develop with commercial uses. The properties immediately north, east and southwest of the Site are vacant and undeveloped – the property to the north is zoned R1-6, the property to the east is zoned PAD for industrial uses, and the property to the southwest is zoned AG. Residential components of the Sedella masterplan community are located north and west of the intersection of Indian School Road and Citrus Road. See **Exhibit 2 – Existing Zoning Map**.

The City of Goodyear's General Plan Land Use and Transportation Map designates the Site as Business & Commerce with a Luke Compatible Land Use Overlay and the Site is located inside the 65 LDN of the Luke AFB Noise Contour (prohibiting the development of residential uses on the Site). Per Industrial Development Standard 46 of the Goodyear General Plan, "Industrial land uses are encouraged to locate within and adjacent to the Luke Compatible Land Use Overlay." Properties south and east of the Site are designated as Industrial. Per Universal Development Standard 4 of the Goodyear General Plan, "Goodyear promotes a graduated density/intensity concept." Light Industrial development is compatible with the existing and planned industrial uses to the east and south and will provide an appropriate transition between those uses, the anticipated commercial uses at the northeast corner of the intersection and the residential properties to the west. Moreover, the Site will be well buffered from adjacent properties, consistent with General Plan Neighborhoods Development Standard 28 which provides that single family residential uses may appropriately abut industrial areas if significant buffers are provided. The anticipated development will provide significant buffers, including appropriately placed 13-foot tall screen walls, double rows of trees, and more than 100-feet between the nearest building or truck loading area and the residential property line to the north. See **Exhibit 3 – Conceptual Illustrations of Buffering**. With the appropriate screening, "the expected noise level at all future residential properties will be…substantially quieter than the average Arizona daytime noise limits and

[1] Southwest Next (or related entities) has owned approximately 20 acres on the Site, including the hard corner of Citrus Road and Indian School Road, for many years and marketed those 20 acres as commercial. Despite the hard corner being the most viable portion of Southwest Next's property for commercial uses, efforts to develop it with commercial have been unsuccessful. The remaining acres were purchased in 2021 and also marketed as commercial following their acquisition.

noticeably quieter than the average Arizona nighttime noise limits." See **Exhibit 4 – Letter Report from Tony Sola with Acoustical Consulting Services dated April 4, 2023**.

Light industrial uses are the only appropriate uses for the Site. Given the proximity to more intense industrial uses and Indian School Road, the Site is not appropriate for residential development. Moreover, because of the Site's location within the 65 LDN of the Luke AFB Noise Contour, residential development is prohibited. As a result, the Site is limited to commercial or industrial uses. While substantial efforts have been made for years to develop the Site with commercial uses, no commercial users have been interested in the Site. Given the fact that two national brokerages have marketed the Site for commercial development, it is clear that the Site will not develop with commercial uses. Therefore, the only remaining appropriate use is light industrial. A light industrial development along the lines of Southwest Next's conceptual development design will be a viable sustainable use consistent with the area and General Plan.

C. Development Proposal

Southwest Next's property consists of two adjacent sites – this approximately 30 net acre Site, which is the subject of this Rezoning to I-1, and the 4 net acres of vacant land adjacent to the south and west at the northeast hard-corner of Citrus Road and Indian School Road. The adjacent 4 net acre property to the southwest is not included in this Rezoning because it is already zoned for C-2 uses and is anticipated to develop with commercial uses, such as a gas station and convenience store.[2] The subject Site will be developed for light industrial uses. A Conceptual Site Plan illustrating an example of an appropriate design for the Site and adjacent commercial property is provided at **Exhibit 5.**

This light industrial Site's Conceptual Site Plan generally portrays four single-story but differently sized buildings with the smallest building located closest to the single-family residential to the west of Citrus Road and the largest located farthest to the east adjacent to I-1 properties:

- Building A – approximately 28,600 SF
- Building B – approximately 41,400 SF
- Building C – approximately 190,000 SF
- Building D – approximately 270,800 SF

The Site and future building design will implement the City's Design Guidelines and include high-quality architectural elements, landscaping palettes, signage and colors compatible with the surrounding area. The conceptual design anticipates parking will be located around the perimeter and in appropriate locations throughout the Site. This will further buffer the buildings from the adjacent properties, including the residential properties north of the Site. However, large truck and trailer parking will be thoughtfully located in the interior of the Site, such as between Building C and Building D. The centralized placement of truck parking and loading docks, coupled with over 150' of distance to the future residential and additional screening including 13-foot screen walls, an effective 7-foot wall along the north property line, and substantial landscaping including a strategically located double row of trees, will minimize neighbors' ability to see and/or hear the loading and unloading of such trucks. As discussed in Exhibit 3, "With the proposed 13' high screen walls and the 7' (effective height) perimeter wall overlapping the screen wall opening, the expected noise level at all future residential properties will

[2] Development of a gas station and/or convenience use will require approval of a conditional use permit(s).

be quieter than the average Arizona noise level limits. Southwest Next anticipates any future development on the Site will also incorporate attractive and desert-compatible landscaping where appropriate throughout the Site.

Southwest Next's conceptual commercial and industrial development design are appropriate uses for the Site and adjacent property. There is very little commercial demand at this location and this requested Rezoning will ensure the Site can be developed with viable and sustainable uses that are compatible with the area and Goodyear's General Plan.

D. Development Standards

The Site will comply with the development standards provided in the Goodyear Zoning District for I-1 Zoning District in effect at the time of development. The development standards for the proposed I-1 development are provided below:

Development Standards	
Minimum Site Area	1 acre
Lot Width	150 feet
Lot Depth	200 feet
Maximum Building Coverage	50%
Maximum Height	50 feet**
Minimum Setbacks	
- Front	30 feet
- Side*	30 feet
- Rear	20 feet
- Street side	30 feet

* Thirty (30) feet per side; provided further that a ten (10) foot area adjacent to the property line be landscaped and maintained.

**The height of a building located in an I-1 district that will penetrate a slope of 100:1 from the runway centerline or runway end of an operating airport shall only exceed 40 feet upon a determination by the Federal Aviation Administration ("FAA") that the proposed building height presents no hazard to air navigation as evidenced by the receipt of a Determination of No Hazard to Air Navigation issued by the FAA.

The Site will be parked according to the requirements of Article 6 of the Zoning Ordinance.

The Site's landscaping and walls will comply with the requirements of Article 5 of the Zoning Ordinance.

E. Design Guidelines

This development will include thoughtful architectural design with high-quality materials and visual interest through various architectural techniques. The architecture will be a contemporary design with complimentary materials and colors to the surrounding neighborhoods. Conceptual elevations illustrating the type of designs envisioned for the development of the Site are attached as **Exhibit 6**.

F. Infrastructure

Off-Site Improvements

Per Transportation's 6/16/2022 Pre-App Comments, off-site improvements will include: ½ ROW and improvements along Indian School Road and Citrus Road, decel/turn lanes as warranted, 25% contribution to the existing signal at Citrus Road and Indian School Road, and related matters. Citrus Road is a minor arterial and will require 55-foot half ROW and 10-foot PUE dedications. Indian School Road is a major arterial and will require 65-foot half ROW and 10-foot PUE dedications. The conceptual design anticipates two driveways with deceleration lanes on Citrus Road and three driveways with deceleration lanes on Indian School Road. The Driveway cuts shall be approved by the City.

Grading and Drainage

The Site will be designed to comply with City of Goodyear's grading and drainage design criteria and other required drainage guidelines. No adverse drainage impacts are expected to either downstream properties or drainage ways. The onsite flows will be conveyed to retention facilities on the Site consisting of surface retention basins and underground storage tanks, if/as needed. A Regional Drainage box culvert will be provided along Indian School Road. This 4-foot x 8-foot culvert shall connect the Sedella retention basin on the west side of Citrus Road and the existing culvert located east of the Site. A 30-foot drainage easement centered on the culvert will be provided.

Water and Sewer

Per Engineering's Pre-App Comments:

The water service provider for the Site is EPCOR.

The sewer service provider for the Site is City of Goodyear.

G. General Plan Conformance

Southwest Next's conceptual development design is supported by the City of Goodyear's General Plan goals, objectives, and policies as follows:

<u>Physical Growth & Development</u>

• 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.
• 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.
• 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.
• 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.
• Goal GD-7. A community that provides for the health and safety of residents and visitors and protects them from the hazards of the natural and man-made environments.
• Objective GD-8-1. Utilize architecture and landscape that is compatible with the Sonoran Desert.

<u>Economic Development</u>
• Goal ED-1. A resilient and diversified economy.

• 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.

H. City's Guiding Considerations for Zoning Amendments

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

The City of Goodyear's General Plan Land Use and Transportation Map designates the Site as Business & Commerce with a Luke Compatible Land Use Overlay. The Business & Commerce land use category provides areas for the growth and development of Goodyear's economic base while industrial uses are encouraged within and adjacent to the Luke Compatible Land Use Overlay. Moreover, the Site is located within the 65 LDN of the Luke AFB Noise Contour, which prohibits residential development on the Site.

Properties to the south and east of the Site are designated as Industrial. Per General Plan Universal Development Standard 4 of the Goodyear General Plan, "Goodyear promotes a graduated density/intensity concept." Southwest Next's conceptual development design is compatible with the existing proposed industrial uses to the east and south and will provide an appropriate transition between those uses, the commercial portion of the larger Southwest Next property and the existing residential properties to the west of Citrus Road and the future residential properties to the north. Moreover, the Site will be well buffered from adjacent properties, consistent with General Plan Neighborhoods Development Standard 28 which provides that single family residential uses may appropriately abut industrial areas if significant buffers are provided. The proposed industrial development will be a viable, sustainable use consistent with the area and General Plan.

Further, the proposed conceptual development will benefit those who live, work and travel through the area by providing access to fuel and convenience items.[3] Many of the nearby residents will have the ability to walk to the Site to take advantage of the convenience use (or other commercial/retail use that develops on that corner). The close proximity to the freeway and other major transportation routes will provide freedom for those working in the industrial buildings to live or travel to other areas of the Valley with relative ease.

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

The vacant, underutilized agricultural Site is adequately sized and relatively flat, which makes it suitable for a light industrial development with adjacent commercial uses. Adjacent arterial streets (Indian School Road and Citrus Road) are appropriate transportation corridors to serve customers and employees.

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

[3] Provided a conditional use permit is approved for a gas station and/or convenience use.

The proposed rezoning from C-2 to I-1 will allow light industrial uses on the Site, which is compatible with the land use patterns of adjacent properties and the surrounding area. Given the Site's thoughtful conceptual design and significant buffers, light industrial uses will be better for adjacent residential properties than large commercial uses, such as big box retailers, because the industrial uses will likely be quieter, generate less traffic, and typically have less back-of-house operations than (for example) a grocery store with daily receipt of groceries, trash compacting and pickup, and other around-the-clock activities. Furthermore, given the Site's location within the 65 LDN of the Luke AFB Noise Contour, residential development is not permitted on this Site. Because the Site has been designed to transition from less intense uses nearest the existing residential to larger industrial uses adjacent to the I-1 property to the east, Southwest Next's conceptual development design will not have negative environmental impacts, inappropriate traffic impacts, or other negative impacts on the surrounding area. The industrial property has been thoughtfully designed to ensure the residential neighborhoods are not negatively impacted. The larger buildings are located farthest from the neighborhood west of Citrus Road and will be further buffered by the commercial uses, Citrus Road, landscaping, drive aisles, parking areas, etc. Moreover, the truck parking and loading bays are centrally located between the buildings instead of along the perimeter of the Site. A light industrial development with adjacent commercial uses is an appropriate use for the Site and its development will provide a viable and sustainable use on this vacant, underutilized property.

d. 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 current zoning.

The proposed zoning is I-1, which is consistent with other land uses in the area and is the best use for this Site. The proposed zoning will be compatible with the existing and future industrial uses to the east and south and will be an appropriate transition between such uses and the residential neighborhoods to the west and north. Further, the Site has not and will not develop with commercial uses. The Site has been zoned C-2 for many years and efforts to develop it with commercial uses have been unsuccessful. There are several sites in close proximity to this Site that are better suited for commercial development. Better situated sites may be located closer to the freeway and/or major intersections in commercial areas. While this intersection has proven undesirable for commercial development, if a large commercial use were to be developed, such development would not only struggle to succeed but it would reduce viability of commercial users in more appropriate locations. This intersection is not well-suited for a large commercial development, however, an industrial development with a smaller commercial development adjacent to the Site will be an appropriate and sustainable use for the Site.

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.

There is strong demand for industrial uses in the area. Large industrial facilities, including an Amazon facility, are located to the east of the Site. The large, undeveloped properties in the area are appropriate for industrial uses. Moreover, the supply chain challenges experienced post-pandemic have caused onshoring of industry and a resulting increased demand for industrial properties. Further, there is no demand for less intense uses in the area; residential uses are prohibited by the area's being inside the 65 LDN of the Luke AFB Noise Contour and attempts to develop commercial uses have been

unsuccessful. Despite being zoned and presented to possible commercial users as commercial land for years, there is no market demand for large commercial developments at this intersection.

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 water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools and emergency services facilities and equipment.

This is a vacant infill development site. Southwest Next's Team has prepared Preliminary Water, Sewer, and Drainage Reports and a Traffic Impact Study. All are submitted with the Rezoning Application package. All of the submitted Reports support the conclusion that there is adequate public infrastructure and facilities to serve the proposed development.

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. Arterial roadway infrastructure is already in-place. There is adequate existing water and sewer infrastructure to serve the development.

h. General public's concerns.

There are no currently known concerns from the general public. Moreover, Southwest Next will conduct Neighborhood Outreach in accordance with the City's requirements and guidelines.

j. Whether the amendment promotes orderly growth and development.

This zoning amendment request is consistent with the City's General Plan, compatible with the surrounding area, and provides an appropriate transition from more intense industrial uses to residential uses. A light industrial development will be a positive addition to the City and the area.

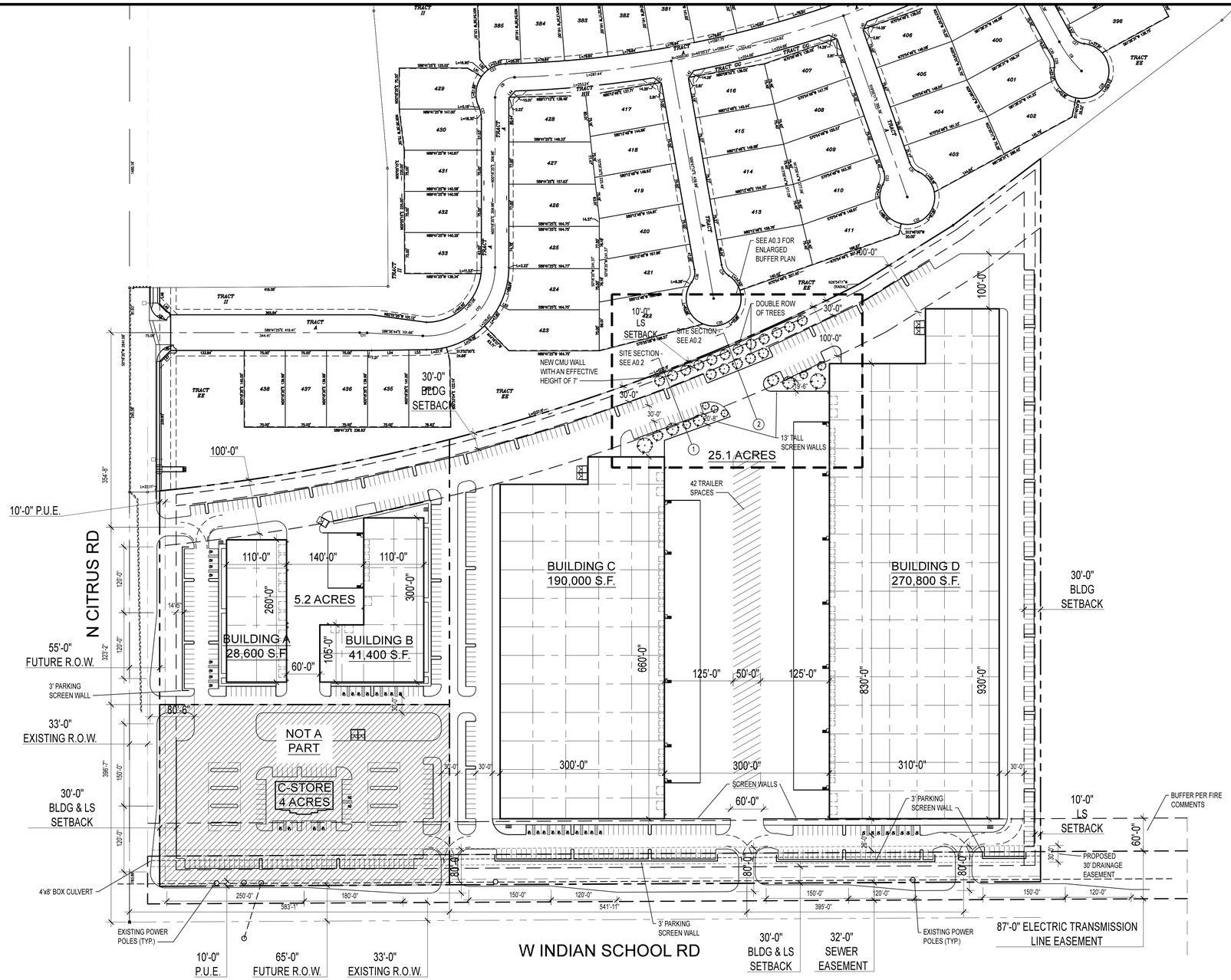
j. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.

A light industrial development will have a positive impact on the general health, safety and welfare of the citizens of the City and the general public. A light industrial development with adjacent commercial uses is a horizontal mixed use development that will deliver convenience and employment opportunities and bolster the economic development of the area. Additionally, the proposed conceptual industrial use will have less of an impact on the area and neighbors with respect to traffic. Southwest Next anticipates such industrial uses will generate far less traffic than a large commercial development or multi-family residential uses would generate.

I. Conclusion

A light industrial development such as Southwest Next's conceptual development design is an ideal use of this vacant, underutilized currently agricultural property and is compatible with the surrounding area. Such development will conform to the City of Goodyear's General Plan goals and policies and furthers the City's objectives for Physical Growth & Development and Economic Development. The proposed rezoning to I-1 will facilitate the development of this underutilized vacant Site for a high-quality light

industrial development with adjacent commercial uses that enhances the surrounding area and adds a viable, sustainable use to this area of the City.



PRELIMINARY SITE PLAN

SCALE: 1" = 100'-0"

N

0 50' 100' 200'

PROJECT INFORMATION

PROJECT NAME:	CITRUS AND INDIAN SCHOOL
PROJECT ADDRESS:	N.E.C. OF N. CITRUS RD & W. INDIAN SCHOOL RD GOODYEAR, AZ
PROPERTY OWNER:	SOUTHWEST NEXT NEC INDIAN SCHOOL & CITRUS, LLC 11811 N TATUM BLVD STE 1051 PHOENIX, AZ 85028 CITRUS LAND INC. 11811 N TATUM BLVD STE 1051 PHOENIX, AZ 85028
ARCHITECT:	DALKE DESIGN GROUP, LLC 2039 E. RICE DRIVE TEMPE, AZ 85283 480-589-3793 VINCE@DALKEDESIGNGROUP.COM

PROJECT DATA

PARCEL NUMBERS:	502-31-009D, 502-31-010A, 502-31-010G
CURRENT ZONING:	C-2
PROPOSED ZONING:	I-1
NET SITE AREA:	30.33 ACRES (1,321,296 S.F.)
GROSS SITE AREA:	32.43 ACRES (1,412,595 S.F.)
LANDSCAPE AREA:	205,259 (15.7%)
BUILDING AREA:	530,800 S.F. TOTAL (GROSS)
LOT COVERAGE:	40.2% (MAX 50%)
STORIES:	ONE
OCCUPANCY:	B, S-1
CONSTRUCTION TYPE:	TBD

REQUIRED PARKING:

USE:	AREA:	RATIO:	SPACES:
OFFICE	+/- 60,000 S.F.	1/300	200 SP.
WAREHOUSE (1ST 10K PER BLDG)	40,000 S.F.	1/1000	40 SP.
WAREHOUSE (REMAINING)	430,800 S.F.	1/5000	87 SP.

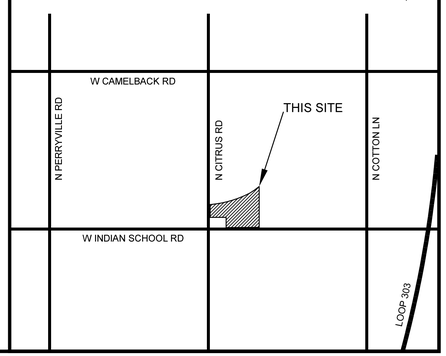
TOTAL REQUIRED: 327 SP.

PROVIDED PARKING:

TOTAL REGULAR SPACES:	555 SPACES
TOTAL ACCESSIBLE SPACES:	34 SPACES
TOTAL PROVIDED:	588 SPACES

BIKE PARKING REQ. (1 PER 10 REQUIRED):	33 BICYCLE SPACES
BIKE PARKING PROVIDED:	36 BICYCLE SPACES

VICINITY MAP



DALKE DESIGN GROUP

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AZ, 85283
480-589-3793
VINCE@DALKEDESIGNGROUP.COM

CITRUS AND INDIAN SCHOOL

GOODYEAR, AZ

NUMBER	REVISION	DATE

SEAL

REGISTERED ARCHITECT
CERTIFICATE NO. 30759
VINCENT JAMES DALKE
Date Signed 04/13/23
ARIZONA, U.S.A.
EXPIRES: 12/31/2023

SHEET TITLE
PRELIMINARY SITE PLAN

ISSUE DATE	04/13/23
DRAWN	
CHECKED BY	VJD
PROJECT NUMBER	

DRAWING NO.

A0.1

REV

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ENLARGED BUFFER PLAN

SCALE: 1" = 20'-0"

N

0 10' 20' 40'

DALKE DESIGN GROUP

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CITRUS AND INDIAN SCHOOL
GOODYEAR, AZ

NUMBER	REVISION	DATE

SEAL

REGISTERED ARCHITECT
30759
VINCENT JAMES DALKE
Date Signed 04/13/23
ARIZONA, USA
EXPIRES: 12/31/2023

SHEET TITLE
ENLARGED BUFFER PLAN

ISSUE DATE	04/13/23
DRAWN	
CHECKED BY	VJD
PROJECT NUMBER	

DRAWING NO.

A0.3

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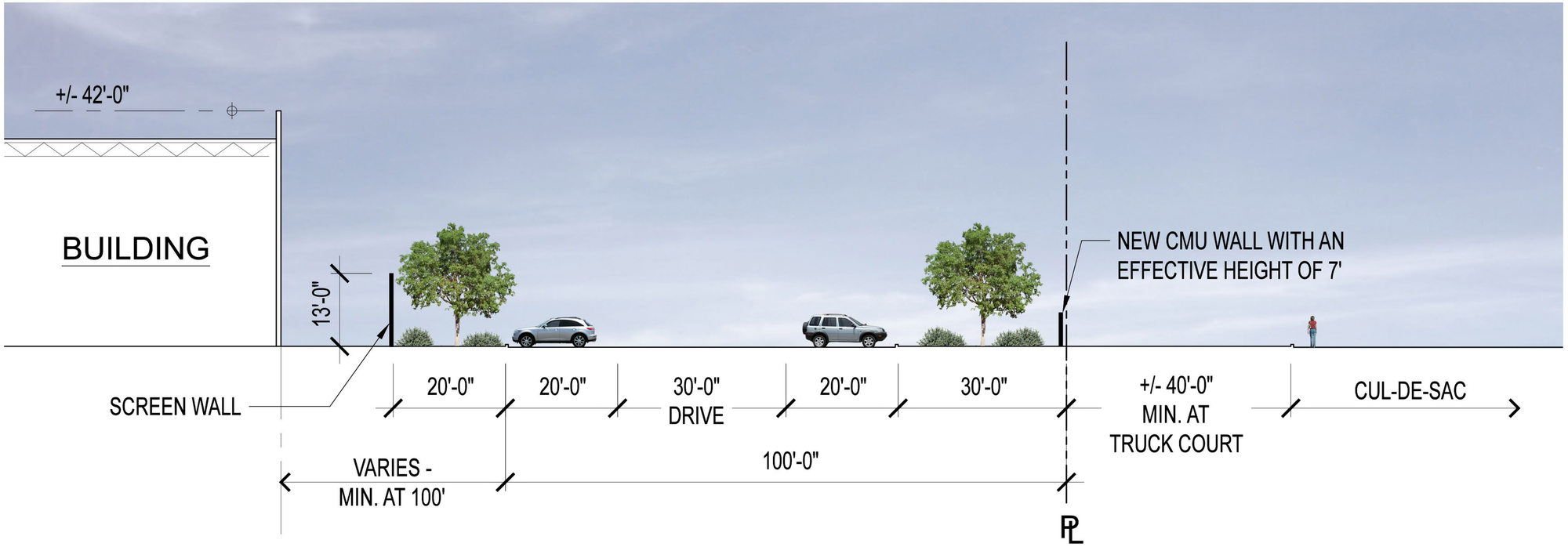
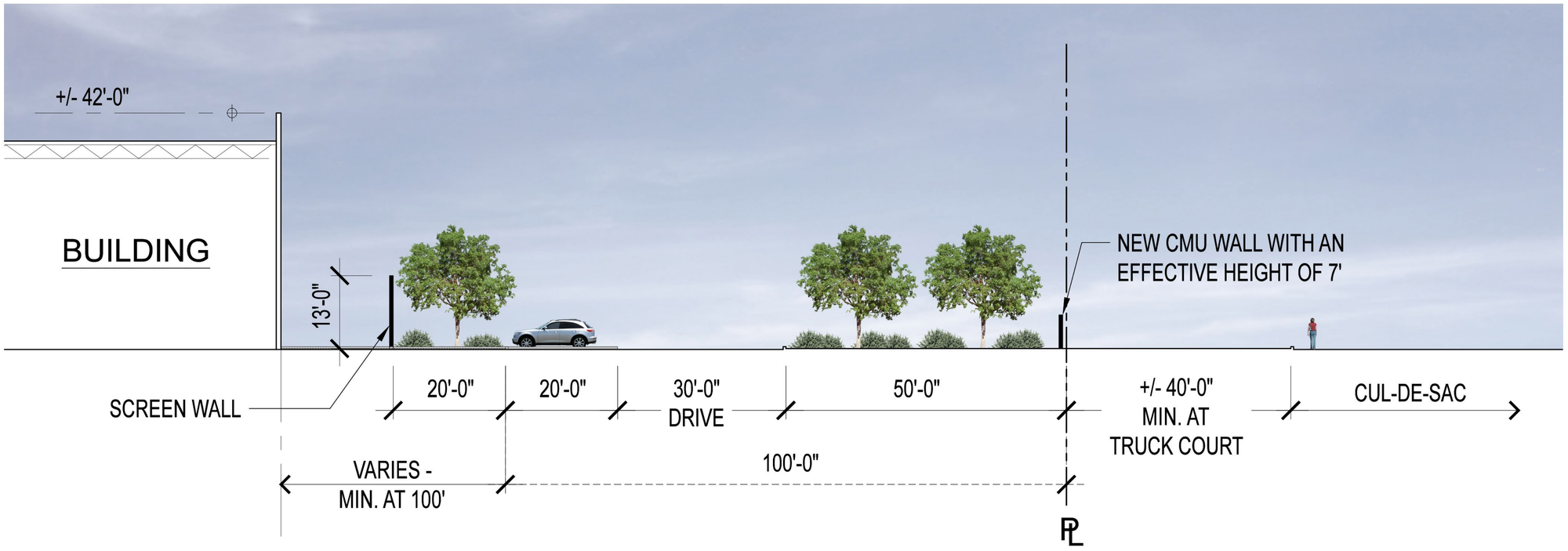


PRELIMINARY SITE SECTION - 1

SCALE: 1" = 10'-0"



PRELIMINARY SITE SECTION - 2

SCALE: 1" = 10'-0"

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CITRUS AND INDIAN SCHOOL
GOODYEAR, AZ

NUMBER	REVISION	DATE

SEAL

REGISTERED ARCHITECT
CERTIFICATE NO. 30759
VINCENT JAMES DALKE
Date Signed 04/13/23
ARIZONA, U.S.A.
EXPIRES: 12/31/2023

SHEET TITLE
PRELIMINARY SITE SECTIONS

ISSUE DATE	04/13/23
DRAWN	
CHECKED BY	VJD
PROJECT NUMBER	

DRAWING NO.

A0.2

REV

DALKE DESIGN GROUP

INSIRATION BOARD

1 INSPIRATION BOARD
SCALE: N/A

DALKE DESIGN GROUP

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CITRUS AND INDIAN SCHOOL
PHOENIX, AZ

NUMBER	REVISION	DATE

SEAL

PRELIMINARY
NOT FOR
CONSTRUCTION

SHEET TITLE
INSPIRATION BOARD

ISSUE DATE	03/14/2023
DRAWN	KAW
CHECKED BY	VJD
PROJECT NUMBER	-

DRAWING NO.

G0.1

REV

Citrus & Indian School Industrial

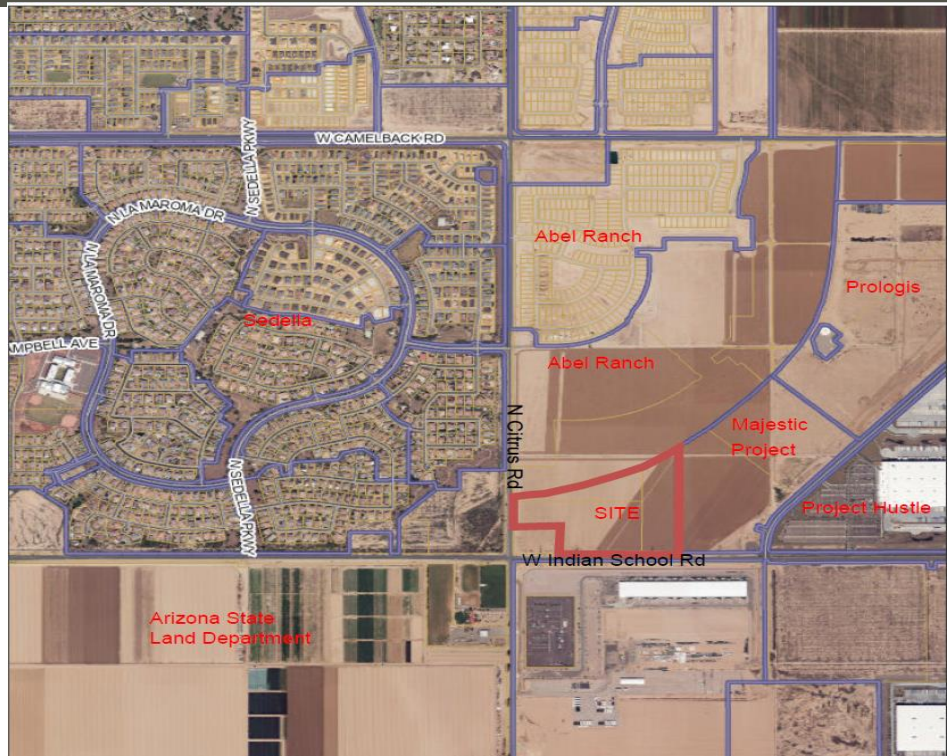
Rezone from C-2 (General Commercial) to I-1 (Light Industrial)

Location

CITRUS & INDIAN SCHOOL REZONE

- 32 acres NEC of Citrus & Indian School Roads
  - N – FP approved Abel Ranch R1-6 SF
  - S – I-1 zoned Microsoft data centers & APS substation
  - E – Two-building industrial park in for permitting
  - W – C-2 zoned parcel in Sedella PAD

- Site accessed via Citrus & Indian School



Background & Previous Actions

CITRUS & INDIAN SCHOOL REZONE

- Business & Commerce Land Use – provides areas for growth & development of city's economic base
- Luke Compatible Land Use Overlay – encourages industrial land uses

November 2007 – Part of 41-acre rezone from AG & PAD to C-2

- Rezone was for the planned Abel Ranch Mercado
- Property remains undeveloped

Current Request

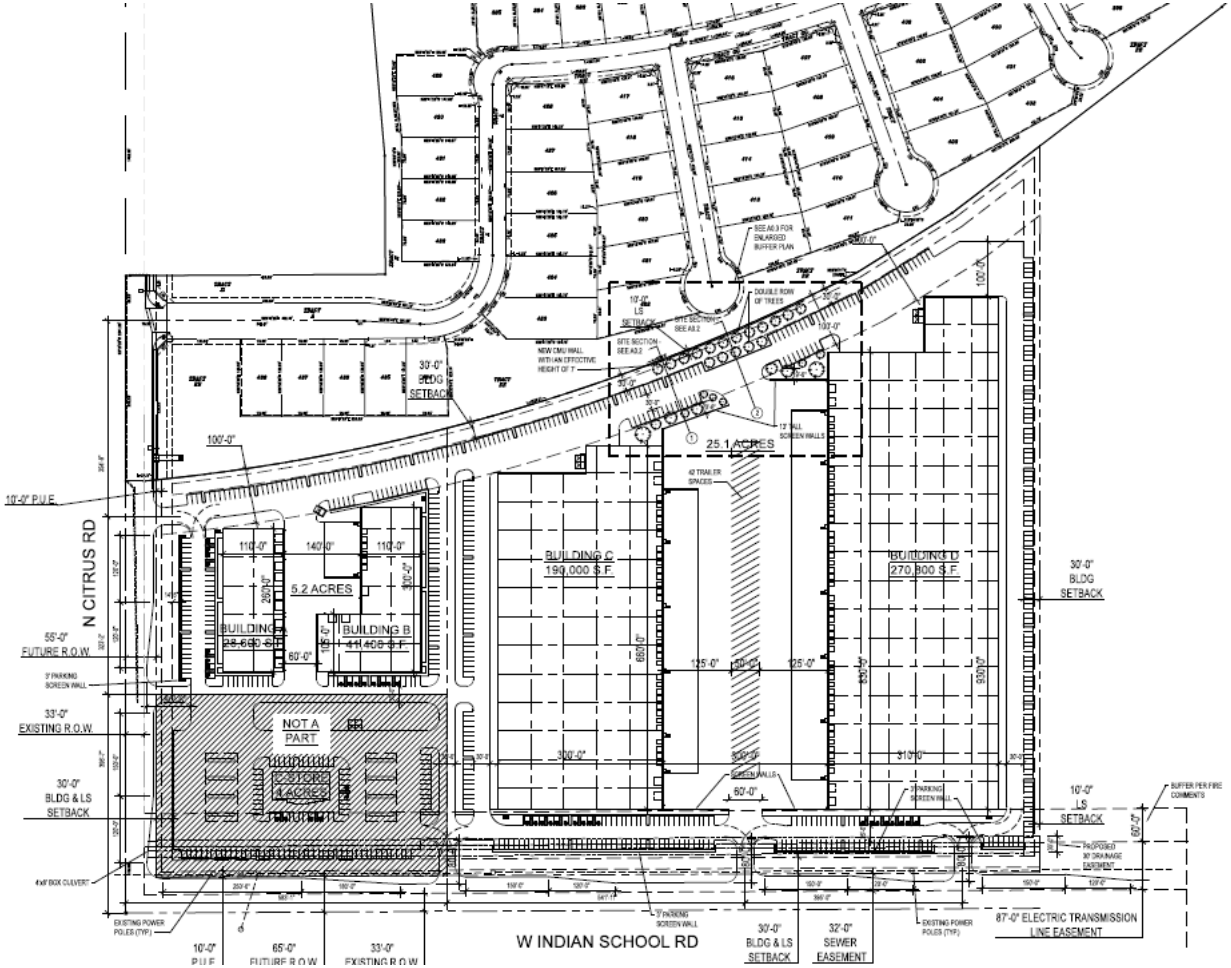
CITRUS & INDIAN SCHOOL REZONE

Rezone 32 of 41 acres from C-2 to I-1, Light Industrial

- 9 acres remain C-2

To facilitate development of a commercial center and business park

- Conceptual site plan depicts:
  - 4 buildings ranging from approximately 29K to 271k SF
    - Maximum allowed height 50 feet per I-1 standards
  - A N-S alignment of the buildings with internalized truck courts
    - No truck courts facing adjacent properties or ROW
  - A 2-way drive aisle along Abel Ranch property line for vehicular parking, also allowing for secondary truck access


N CITRUS RD
W INDIAN SCHOOL RD
25.1 ACRES
5.2 ACRES
4 ACRES
BUILDING A
28,680 S.F.
BUILDING B
41,408 S.F.
BUILDING C
190,000 S.F.
BUILDING D
270,800 S.F.
NOT A PART
C-STORE
10'-0" P.U.E.
55'-0" FUTURE R.O.W.
33'-0" EXISTING R.O.W.
30'-0" BLDG & LS SETBACK
30'-0" BLDG SETBACK
10'-0" LS SETBACK
87'-0" ELECTRIC TRANSMISSION LINE EASEMENT
32'-0" SEWER EASEMENT
65'-0" FUTURE R.O.W.
100'-0"
140'-0"
110'-0"
60'-0"
125'-0"
50'-0"
300'-0"
310'-0"
650'-0"
930'-0"
42 TRAILER SPACES
12' TALL SCREEN WALLS
3' PARKING SCREEN WALL
4x8' BOX CULVERT
EXISTING POWER POLES (TYP)
PROPOSED 30' DRAINAGE EASEMENT
BUFFER PER FIRE COMMENTS

Staff Review

CITRUS & INDIAN SCHOOL REZONE

- Possibility of one large building
  - Stipulated to a minimum of 3 buildings
  - No one building larger than the largest shown on conceptual SP (270,800 SF)
- Noise from truck courts reaching Abel Ranch
  - Stipulated to 6 additional sections of double trees on north side of drive aisle adjacent to Abel Ranch
  - Conceptual SP shows 13' high building wing walls at north end of 1 truck court
  - Stipulated to an additional 13' wing wall at north end of smaller truck court
  - Stipulated to wing walls to matching materials & colors of buildings
- Trucks parking on drive aisle adjacent to Abel Ranch
  - Stipulated to no trucks or empty trailers parked anywhere outside of truck courts

ENLARGED BUFFER PLAN

SCALE: 1" = 20'-0"

N

0 10' 20' 40'

Elevations Inspiration Board

DALKE DESIGN GROUP

Public Participation Process

CITRUS & INDIAN SCHOOL REZONE

- Notice of Application
  - Postcards to owners w/in 500', Sedella HOA & Meritage (Abel Ranch)
  - 3 emails & 2 digital posts against; none in favor
  - Points of opposition: loss of commercial zoning, overbuilding of industrial, decrease in home values, increased traffic, noise & lights
- Notice of Public Hearings
  - Legal Ad, Postcard, Property posted
  - To date, 2 emails in favor (1 previously against)
  - Cited compliance with the General Plan

Staff Findings & Recommendation

CITRUS & INDIAN SCHOOL REZONE

- Meets Zoning Ordinance criteria for a rezone
- Consistent with General Plan Business & Commerce Land Use
- Consistent with the Luke Compatible Land Use Overlay
- Recommended stipulations allow for compatibility between I-1 & SF
- Planning and Zoning Commission recommends approval subject to the stipulations in Draft Ordinance 2023-1588

CITY OF
Goodyear

Southwest Next City Council

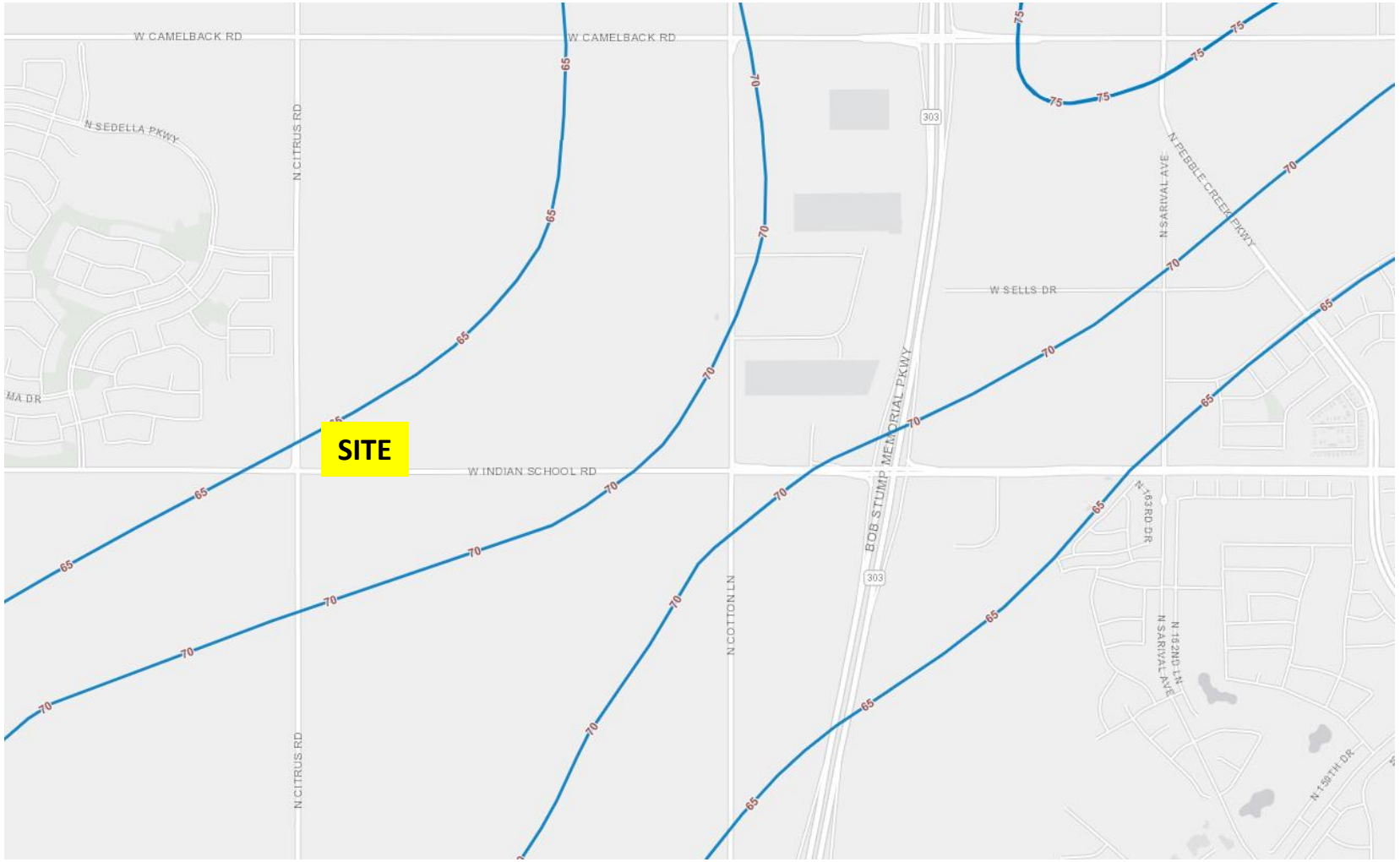
October 30, 2023

- We appreciate Staff’s and the Planning and Zoning Commission’s unanimous recommendation of approval and accept Stipulations 1-27.

- We respectfully request the City Council’s approval in accordance with Staff’s and the Planning and Zoning Commission’s recommendations.

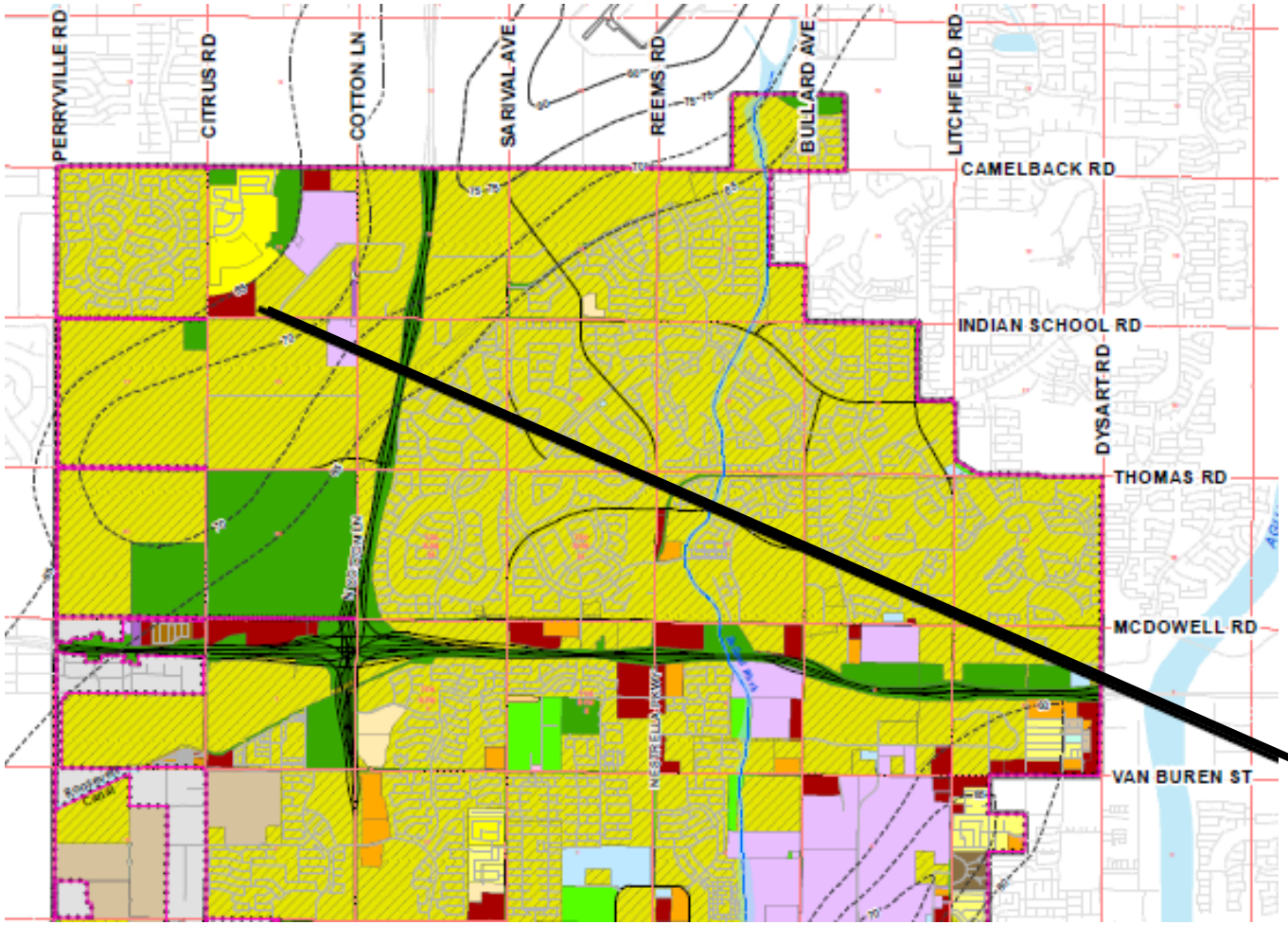
Approximately 32 acres east and north of the northeast corner of Citrus Rd and Indian School Rd

Development Options are Limited – Proximity to Luke AFB Prohibits Residential Uses



Site is inside the 65 LDN of the Luke AFB Noise Contour

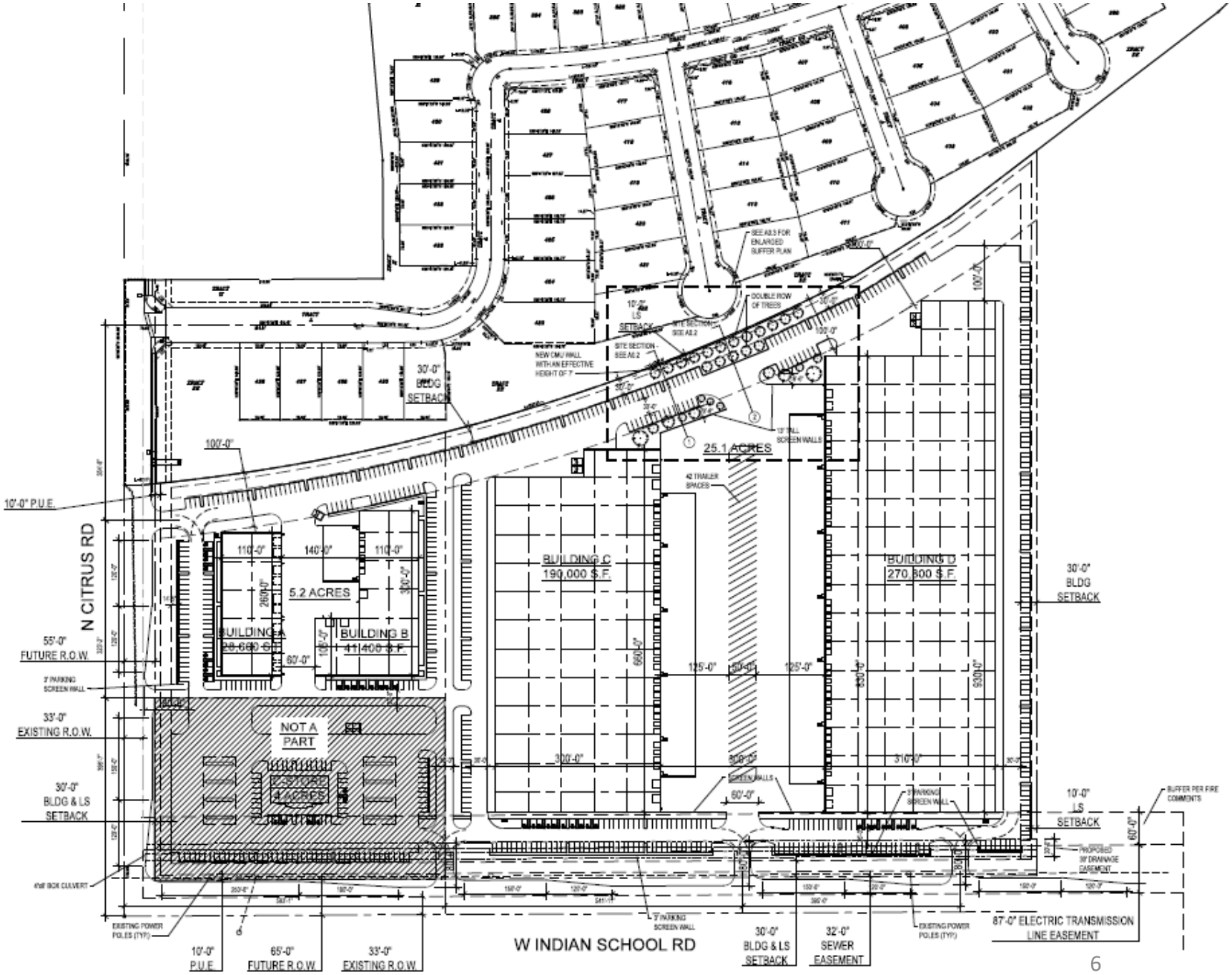
Current Zoning



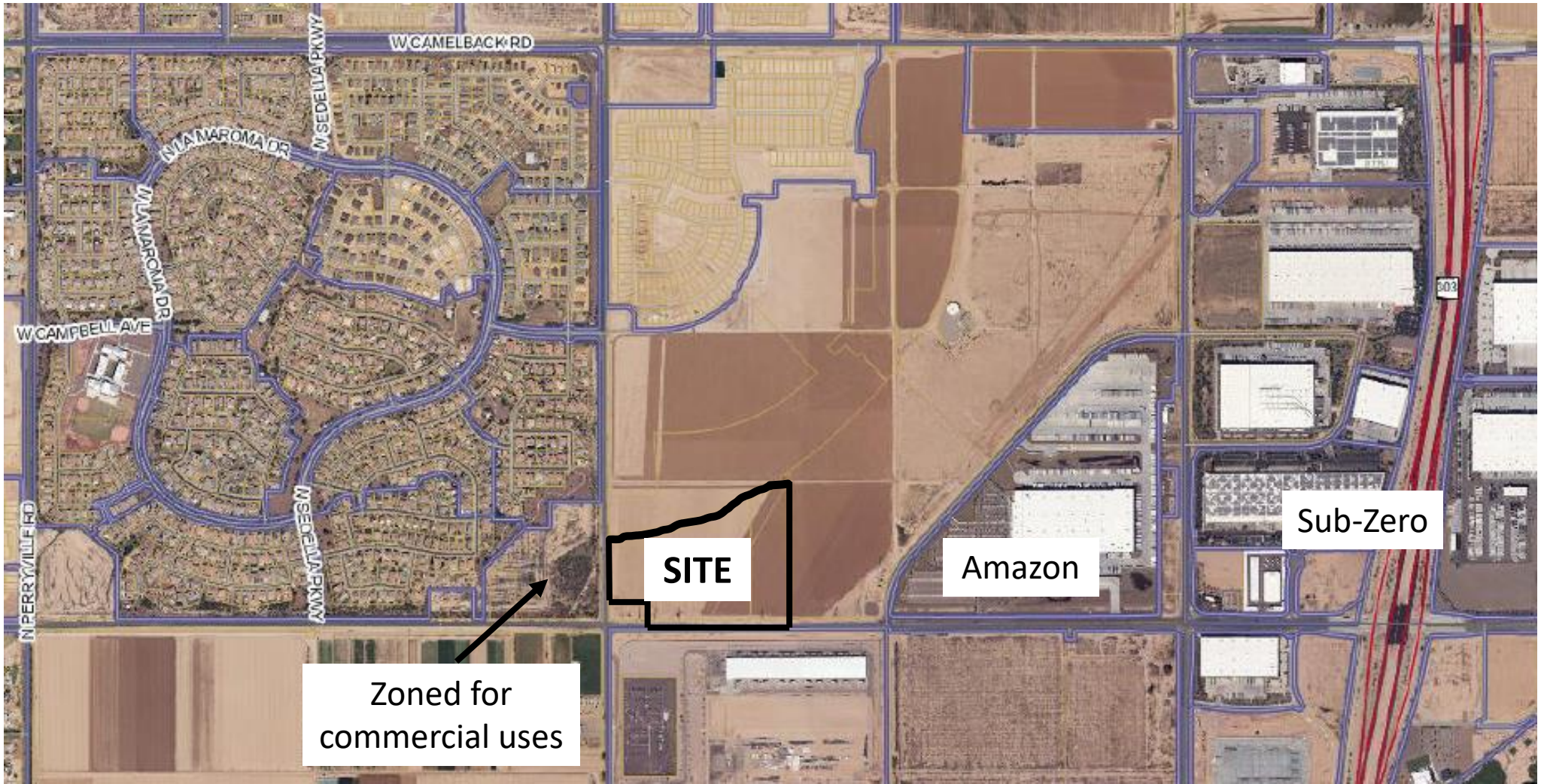
Site has been zoned C-2 and marketed for commercial development and uses for many years, but is not a good location for 36 acres of commercial development

C-2 General Commercial

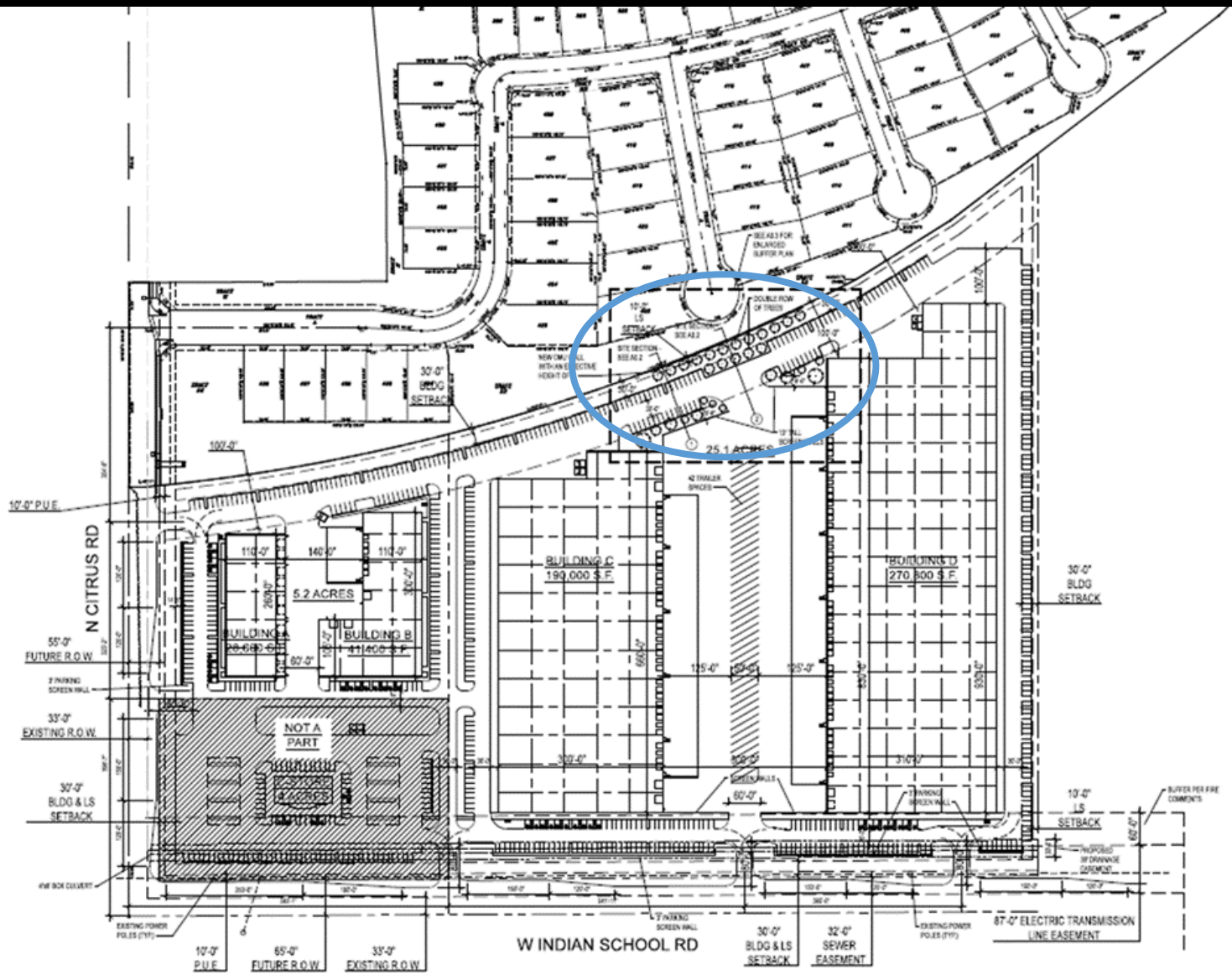
Southwest Next Is Planning this Challenging Site with Light Industrial Uses



Appropriate Buffer Between Industrial to the East and South, and Residential Properties to the North, and Commercial/Residential Properties to the West



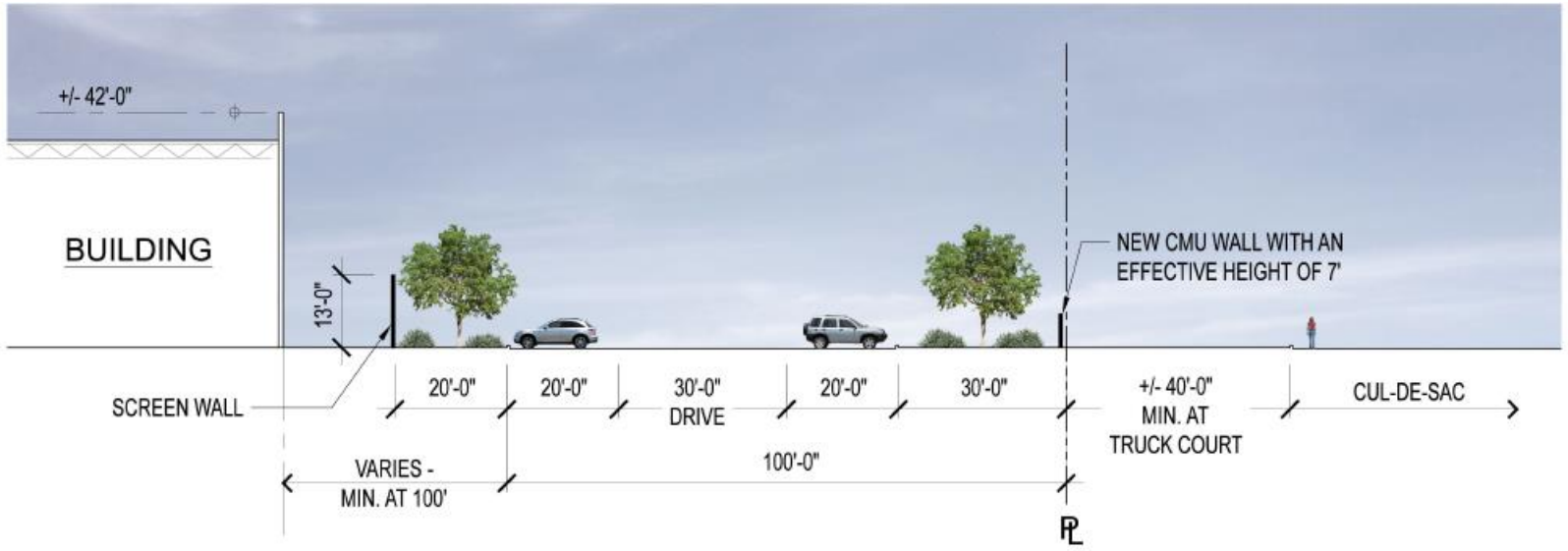
Transition from West to East and Enhanced Buffer to the North



Significant Buffer Between Site and Abel Ranch to the North

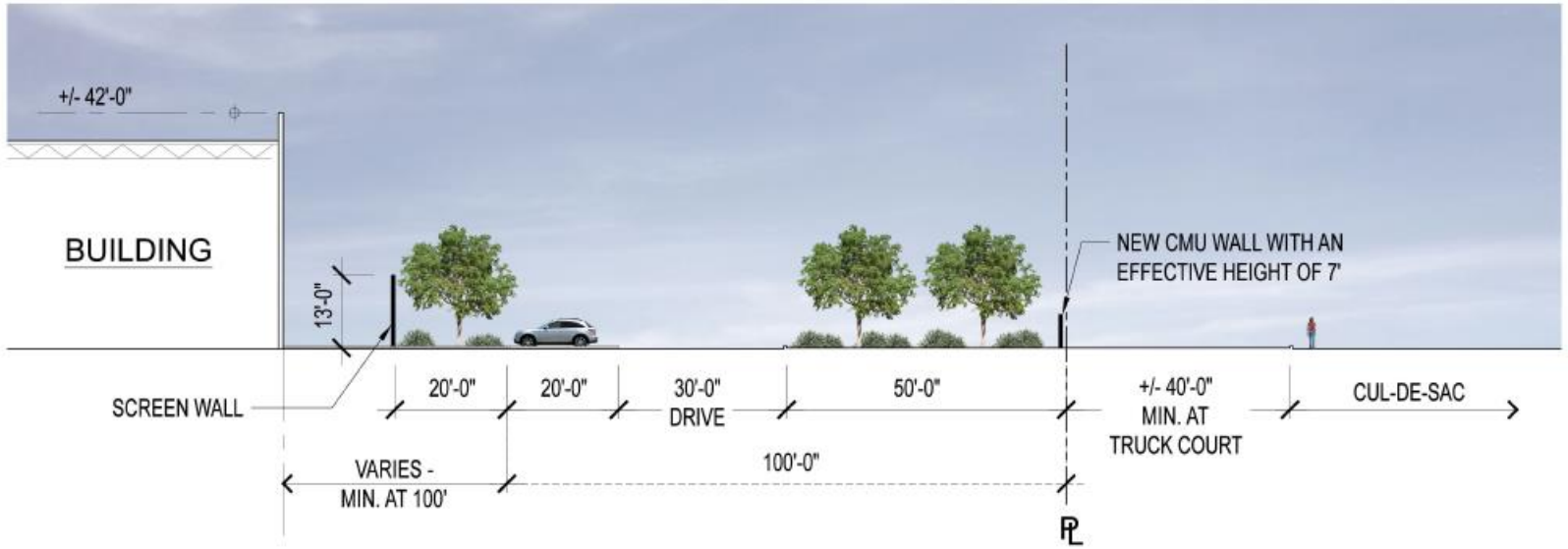
- Distance (160’+)
- Perimeter wall
- Screen walls
- Two rows of parking
- Drive aisle
- Double row of trees adjacent to future houses

Per an acoustical study, the proposed screen walls and perimeter wall will ensure noise levels will be quieter than the average Arizona noise level limits.



PRELIMINARY SITE SECTION - 1

SCALE: 1" = 10'-0"



PRELIMINARY SITE SECTION - 2

SCALE: 1" = 10'-0"

Acoustical Study Looking at the Impact of Truck Noise on the Properties to the North

acs — acoustical consulting services

Burch & Cracchiolo
1850 N. Central Avenue, Suite 1700
Phoenix, AZ 85004

April 4, 2023

Attn: Ed Bull

ACS has been asked to assess the potential noise impact from the truck yard/loading dock area of the proposed facility east of the NEC of Citrus Road and Indian School Road (Goodyear, AZ) to the future residential properties to the north. See attached Site Plan.

TECHNICAL TERMS:

Decibel - A unit for measuring the intensity of sound. The human hearing range is from 0 dB (the theoretical threshold of audibility) to 130 dB (the average pain threshold). {The sound pressure level in decibels is equal to 10 times the logarithm (to the base 10) of the ratio between the pressure squared divided by the reference pressure squared. The reference pressure used in acoustics is 20 microPascals.}

dBA - Sound pressure level expressed in decibels, filtered or weighted at the various frequencies to approximate the response of the human ear.

Changes in Intensity Level, dBA	Changes in Apparent Loudness
1	Almost imperceptible
3	Barely noticeable
5	Clearly noticeable
10	Twice (or half) as loud

NOISE STANDARDS:

City of Goodyear

Goodyear's noise ordinance does not set quantifiable noise limits and only pertains to music or amplified loud, raucous noises. This project is not subject to any other municipal noise ordinance. However, I wanted to provide typical municipal noise level limits for comparison purposes. The average noise level limits for Arizona's quantifiable municipal noise ordinances is 64.5 dBA (daytime – typically 7am-10pm) and 54 dBA (nighttime – typically 10pm-7am).

P.O. Box 41182 Mesa, AZ 85274
Tel: 480.827.1007 Fax: 480.644.0801

FINDINGS:

Ambient Noise Levels

Since neither the industrial nor residential site are developed yet, ACS did not conduct ambient noise level measurements for this area. However, for another project, ACS conducted Luke Air Force F35 measurements near Cotton Lane and Indian School Road. In this area, the jet noise levels ranged from 98-102 dBA.

Noise Source

Source level measurements were performed at a substantially larger/busier truck yard with a mix of numerous trucks loading/unloading and idling (including numerous refrigerated trucks). These measurements were used to help determine the potential noise impact from the Citrus & Indian School truck yard to the future residential site to the north.

Projected Noise Impact

Based on the (likely overstated) source measurements, the projected truck yard noise level at the nearest future residential property is 54.5 dBA (without any barrier).

ACS has been informed that 13' high screen walls will be constructed on the north side of the yard. (See attached Screen Wall exhibit.) This will substantially protect the majority of the future residential properties to the north. However, the few homes closest to the opening in the screen wall will not be as protected. ACS has been informed that in addition to the screen walls, there will be a property line perimeter wall. I recommend this perimeter wall be 7' high* where it overlaps the screen wall opening.

*Note: The wall itself does not need to be 7' high, the top of the wall should be 7' above the surface elevation at the truck yard. For example, if the grading at this portion of the perimeter wall is 1' higher than the surface elevation of the truck yard, the wall could be 6' high.

With the perimeter wall, the projected potential noise level at the nearest worst-case lot would be approximately 50 dBA. This is substantially quieter than the average Arizona daytime noise limits and noticeably quieter than the average Arizona nighttime noise limits.

CONCLUSIONS:

With the proposed 13' high screen walls and the 7' (effective height) perimeter wall overlapping the screen wall opening, the expected noise level at all future residential properties will be quieter than the average Arizona noise level limits.

Please contact me if you have any questions or need additional information.

Respectfully,

Tony Sola
Acoustical Consulting Services

P.O. Box 41182 Mesa, AZ 85274
Tel: 480.827.1007 Fax: 480.644.0801

CONCLUSIONS:

With the proposed…screen walls and…perimeter wall…the expected noise level at all future residential properties will be quieter than the average Arizona noise level limits.

Modern, Attractive Conceptual Architectural Design, Materials, and Color Palette

DALKE DESIGN GROUP

INSIRATION BOARD

The Proposed Development Will Benefit the Site, Area, and City

- Viable, sustainable “Employment Center” on a vacant, undeveloped Site
  - Jobs
  - Conforms to General Plan
  - Not mega-warehouses
  - Tax revenue
- Site has not and will not develop with C-2 uses
- Other commercial sites at the NWC, NEC, etc.
- Street improvements and sidewalks
- Transition and buffers between development and residential zoning
- Less traffic than retail uses
- Compatibility is further assured by Recommended Rezoning Stipulations 1-27

Neighborhood Outreach and Design Modifications

- Notices were sent to property owners within 500 ft of the Site
- Door-to-door outreach
- Reached out to those who voiced questions or concerns
- Added additional buffers to the northern portion of the Site to reduce truck noise
  - Screen walls
  - Trees
- Reconfigured the truck bays to reduce noise/disturbance
- Retained the commercial zoning on the NEC of Citrus Rd and Indian School Rd
- Offered to meet with any neighbors that attended the Planning and Zoning Commission Hearing
  - Followed up with neighbors that provided their contact information

Thank you

- We appreciate Staff’s and the Planning and Zoning Commission’s unanimous recommendation of approval and accept Stipulations 1-27.

- We respectfully request the City Council’s approval in accordance with Staff’s and the Planning and Zoning Commission’s Recommendations.

Large Powerlines and Drainage Along the Indian School Rd Frontage Pose Additional Challenge for Commercial Development

Table 1 provides the proposed trip generation for the proposed development on the NEC of Citrus Road and Indian School Road.

Table 1: Trip Generation with Warehousing and Office

Land Use	ITE Code	Units	Total Size	Daily*	AM Peak*			PM Peak*		
					Total	in	Out	Total	In	Out
Phase I										
Warehousing	150	1,000 sqft	460.8	788	78	60	18	83	23	60
Phase I Subtotal				788	78	60	18	83	23	60
Phase II										
Convenience Store with Gas**	945	Fueling Stations	16	5,532	506	253	253	430	215	215
General Office	710	1,000 sqft	70	851	123	108	15	124	21	103
Phase II Subtotal				*6,383*	*629*	*361*	*268*	*554*	*236*	*318*
Interaction (10% of site)				*-717*	*-70*	*-42*	*-28*	*-63*	*-26*	*-37*
			TOTAL	6,454	637	403	258	574	233	341

*The higher rates of the fitted curve equation or the average were used to calculate trip generation for the land uses by independent variable shown in the table.
**GFA (5.5-10k)

Two additional trip generation comparison scenarios are presented below. The first scenario assumes that the entire site is developed as retail plus the convenience store with gas, as shown in Table 2. Table 3 assumes that the office and convenience store are constructed and the remaining land that was proposed as industrial is shopping.

Table 2 estimates the trips that could be generated by the proposed development if the site is developed as a shopping center with a convenience store with gas. Because a site plan was not provided, it is assumed that a FAR of 0.25 and 32.43 acres of land was used to estimate the 355,000 square feet of shopping that could be developed on the site.

Table 2: Trip Generation with Retail Shopping and Convenience Store

Land Use	ITE Code	Units	Total Size	Daily*	AM Peak*			PM Peak*		
					Total	in	Out	Total	In	Out
Shopping Center	820	1000 sqft	355	15,133	343	213	130	1405	674	731
Convenience Store with Gas**	945	Fueling Stations	16	5,532	506	253	253	430	215	215
Interaction (15% of convenience store traffic interacts with shopping center)				-830	-76	-38	-38	-65	-32	-32
			TOTAL	**19,835**	**773**	**428**	**345**	**1,771**	**857**	**914**

*The higher rates of the fitted curve equation or the average were used to calculate trip generation for the land uses by independent variable shown in the table.
**GFA (5.5-10k)

Retail Commercial Generates 3x More Traffic Than I-1

Table 3 estimates the trips that could be generated if the proposed industrial portion of the site were changed to a shopping center. Because a site plan was not provided, it is assumed that a FAR of 0.25 and 25.1 acres of land was used to estimate the 273,339 square feet of shopping that could be developed on the site.

Table 3: Trip Generation with Retail, Office, and Convenience Store

Land Use	ITE Code	Units	Total Size	Daily*	AM Peak*			PM Peak*		
					Total	in	Out	Total	In	Out
Shopping Center	820	1,000 sqft	275	13,044	296	183	113	1169	561	608
Convenience Store with Gas**	945	Fueling Stations	16	5,532	506	253	253	430	215	215
General Office	710	1,000 sqft	70	851	123	108	15	124	21	103
Interaction (10% of site)				-1,943	-93	-54	-38	-172	-80	-93
			TOTAL	17,484	833	490	343	1,551	717	833

*The higher rates of the fitted curve equation or the average were used to calculate trip generation for the land uses by independent variable shown in the table.
**GFA (5.5-10k)

In summary, Table 4 presents the comparison trip generation for the proposed conditions with industrial uses and two scenarios where shopping/retail is included on site and the industrial use is omitted.

Table 4: Trip Generation Comparison

Land Use	Daily*	AM Peak*			PM Peak*		
		Total	in	Out	Total	In	Out
Proposed – Convenience with gas, office and industrial	6,454	637	403	258	574	233	341
Scenario 1 – Convenience with gas and shopping/retail	19,835	773	428	345	1,771	857	914
Scenario 2 – Convenience with gas, office and shopping/retail	17,484	833	490	343	1,551	717	833
Difference between Scenario 1	*13,381*	*136*	*25*	*87*	*1,197*	*624*	*573*
Difference between Scenario 2	*11,030*	*196*	*87*	*85*	*977*	*484*	*492*

As shown, when the industrial use is replaced with shopping the traffic generation increases into and out of the site by over 150 percent per day, according to the Trip Generation Manual 11th Edition. More specifically, the daily trip percentage increase for scenario 1 is 207 percent and the increase for scenario 2 is 171 percent, daily.

Accordingly, the shopping land use also increases trips during the morning and evening peak hours. For scenario 1, the trips are increased by 21 percent in the morning peak hour and 208 percent in the evening peak hour. For scenario 2, the trips are increased by 31 percent in the morning peak hour and 170 percent in the evening peak hour.

Overall, when shopping/retail replaces the industrial land use, the vehicle trips are increased daily and in the morning and evening peak hours.

From: **Andy Sommer** <andysommer47@gmail.com>
Date: Wed, Oct 11, 2023 at 7:37 AM
Subject: Rezoning issue
To: <karen.craver@goodyearaz.gov>
CC: Tom Bilsten <tom.bilsten@gmail.com>

Dear Members of the Goodyear Planning Commission,

My name is Charles "Andy" Sommer and I am a resident of the Sedella Community. I originally sent in an email to the City of Goodyear with some questions, concerns and to voice my opposition regarding the proposed development. The developer's team reached out to me when they heard about my opposition and offered to come sit in my kitchen and go over all the details of this proposal. After meeting with the developer, I no longer have concerns and I am supportive of this project. Furthermore, given the constraints of Luke Airforce Base I think this is likely the best plan available to our community.

Respectfully,

Charles "Andy" Sommer

ITEM #: 9.
DATE: 10/30/2023
AI #:1695

CITY COUNCIL ACTION REPORT

SUBJECT: SPECIAL USE PERMIT FOR A PRIVATE CLUB LOCATED AT 1572 S. COTTON LANE

STAFF PRESENTER(S): David Williams, Contract Planner

OTHER PRESENTER(S):
Lance Baker, Synectic Design, Inc.

SUMMARY
A request for a Special Use Permit to allow a private club on an approximately 3-acre parcel zoned C-1 (Neighborhood commercial) located at 1572 South Cotton Lane.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION
Approve a Special Use Permit for a private club on an approximately 3-acre parcel, zoned C-1 (Neighborhood Commercial) located at 1572 South Cotton Lane (the “Property”) subject to stipulations. (David Williams, Contract Planner)

STIPULATIONS
1. The Conceptual Site Plan attached hereto has not been approved and development on the Property will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation. Notwithstanding the foregoing, the Property shall be developed in substantial conformance with the Conceptual Site Plan attached hereto, and an amendment to the Special Use Permit shall be required if the property owner/developer wants to reconfigure the site and the Zoning Administrator or his/her designee determines the proposed site plan is not in substantial conformance with the Conceptual Site Plan attached hereto;

2. The City of Goodyear reserves the right to initiate revocation of the Special Use Zoning in the event that the Special Use is not operated in compliance with the stipulations stated

herein or as represented in the Special Use Permit application;

3. The buildings developed on the Property shall be in substantial conformance with the conceptual building elevations attached hereto;

4. The Property shall be developed in substantial conformance with the conceptual landscape plans attached hereto;

5. Outdoor storage shall not be permitted on the Property, however, the two cargo storage containers currently located on the Property may remain until the building reflected in the Conceptual Site Plan has been completed or until any renovations on the Property that require the issuance of a new certificate of occupancy have been completed. No certificates of occupancy shall be issued for any renovations or construction of new structures on the Property until the two cargo storage containers currently located on the Property have been removed.

6. Signage is not being approved with the approval of this Special Use Permit. All signage on the Property shall comply with Article 7 (Sign Regulations) of the City of Goodyear Zoning Ordinance; and

7. The Property shall conform to the standards designated for Lighting Zone 2 as established in Article 10, Outdoor Lighting Standards, of the City of Goodyear Zoning Ordinance.

8. This Special Use Permit shall expire unless the Property is substantially completed, as determined by the Zoning Administrator or his/her designee, in accordance with the approved site plan within five (5) years from the date of the City Council approval of this Special Use Permit.

9. All outdoor activities shall be limited to the patio area to be located on the east side of the building and the parking areas to be located east and north of the rear of the building. No outdoor events shall be held in the parking areas that are to be located south of the building and/or along the southern boundary of the Property as reflected in the Site Plan. Unless a special event or temporary permit is obtained from the City that allows for outdoor music, outdoor entertainment, and/or other outside activities to occur at other times, outdoor music, outdoor entertainment, and/or other outside activities shall only occur between the hours of 10:00 a.m. and 10:00 p.m. on Fridays and Saturdays and 10:00 a.m. and 8:00 p.m. Sunday through Thursday.

10. The noise generated by indoor music, entertainment, and/or other activities within the structures after the hours of 10:00 p/m shall be fully contained within the indoor space of the structure.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed

to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The Property is zoned C-1 (Neighborhood Commercial). The C-1 zoning was approved on March 14, 2016 with City Council approval of Ordinance No. 2016-1328. A Private Club is not a permitted use as a matter of right within the C-1 (Neighborhood Commercial) Zoning District. However, according to the Maricopa County Assessor's records, original structure was built in 1958, and it existed when the Property was annexed into the city.

The Property received a Special Use Permit, Case No. 14-350-00003, on March 12, 2016 for the relocation of the existing building pending ADOT expansion of Loop 303. The Special Use Permit was granted an extension on March 26, 2018. The Special Use Permit extension expired on March 14, 2019.

STAFF ANALYSIS

Current Policy

Pursuant to Section 4-1-3 of the Zoning Ordinance (Special Uses Considered in Specified Districts), private clubs and fraternal organizations may be considered as a Special Use in any commercial and industrial zoning district. Applications for Special Use Permits are to be processed in the same manner as an application to amend the boundaries of a zoning district as set forth in Section 1-3-1 (Amendments) of the Goodyear Zoning Ordinance as supplemented by Section 1-3-4 (Special Use Permits) of the Goodyear Zoning Ordinance.

Pursuant to Section 1-3-4 of the Zoning Ordinance (Special Use Permits), a Special Use requires review by the Planning and Zoning Commission and approval from the City Council through the public hearing process.

The Planning and Zoning Commission considered this item at their regular meeting held on October 18, 2023. Commissioners voted unanimously (6-0) to forward a recommendation of approval to the City Council as originally presented to the Planning and Zoning Commission.

Details of the Request

The applicant is requesting to construct a new building to replace the existing lodge in a new location on the existing property, due to ADOT acquiring the land for the Loop 303 expansion where the existing building is currently located.

Pursuant to the conceptual site plan, attached hereto, the proposed private club will include a 6,600 square foot building and a 1,762 square foot patio.

Special Use Permits expire 2 years after City Council approval, however, the applicant is requesting a Special Use Permit expiration end date for 5 years from the date of City Council approval. This is to prevent the applicant from initiating a Special Use Permit a third time, if any delays occur with the expansion of Loop 303. A stipulation has been added to address this request.

The applicant is also requesting that the Moose Lodge may keep existing outdoor storage containers on the property until the building is constructed. The Zoning Ordinance permits outdoor storage containers for commercial properties only in the Commercial Business District. In order to continue the use of the storage containers the applicant is making the request that they be allowed to remain through construction and be removed prior to the

issuance of a certificate of occupancy. A stipulation has been added to address this request.

The following evaluation is being provided in conformance with Sections 1-3-1 and 1-3-4 of the Goodyear Zoning Ordinance:

1. *Will be desirable or necessary to the public convenience or welfare:*

The project narrative indicates that the Moose Lodge holds private events for their members including bingo, game nights, and various other charity fundraising events which include breakfasts, lunches and dinners as well as live music. Additionally, the facility would be available for rent for members of the community to hold events at as well.

This site was originally built in the 1950's when little or no standards existed under county regulations and has been considered legal non-conforming. This new proposal will redevelop the site in full conformance with current zoning and building codes, which will be a significant improvement over the current conditions of the site.

2. *Will be harmonious and compatible with the other uses adjacent to and in the vicinity of the selected site or sites:*

The site is zoned C-1 (Neighborhood Commercial). The property is surrounded by residential neighborhood (Cotton Flower Unit 2) to the west and commercial center (Cotton Flower Marketplace) to the north and residential neighborhood Canyon Trails Unit 4 South to the southeast. Canyon Trails will be physically separated from the use by the future Loop 303. To further work with the neighborhood, the outdoor patio has been relocated from the west side of the building to the east side, away from the resident's to the west.

3. *Is in conformance with the adopted General Plan and any adopted Area Plans:*

The Property is located within the Neighborhoods land use as designated by the city's 2025 General Plan. The Neighborhoods category provides areas for growth and development of neighborhoods. This category is designed to provide "complete neighborhoods" that include community facilities and commercial uses at appropriate intensities and locations. The existing Neighborhood General Plan land use designation allows for Neighborhood Commercial uses. As such, the use of the Property for a private club will be in conformance with the General Plan.

4. *Will not be detrimental to surrounding properties in the area due to:*
    a. *Impact on the circulation system of the adjacent neighborhood:*

Right in/right out access to the facility is proposed off of S Cotton Lane/ the proposed Loop 303. Traffic generation from the proposed special use will not adversely impact any of the surrounding local roadways.

4. *Excessive noise or light generated from within the site:*

The development is required to comply with the City's Zone 2 lighting standards, which are designed to protect adjacent developments by requiring full cutoff lights and other mitigation measures. Excessive noise is not anticipated as the operations of the Moose Lodge will be consistent with how it has operated for decades. Nonetheless, because additional outdoor activities are expected with the construction of a patio area and additional paved parking, stipulations have been added to require outdoor activities occurring within the parking areas and on the proposed patio are located on the east side of the building, away from adjacent residential uses and time limits for activities have been added.

4. *Excessive scale or height in relationship to surrounding properties:*

The height of the proposed buildings is 32 feet, including parapet (allowed 5 feet of parapet above height requirements). The C-1 (Neighborhood Commercial) zoning district has a maximum height of 30 feet. The adjacent residential homes have a maximum height of 30 feet. The building is within the scale appropriate to the zoning district and surrounding residential uses.

4. *Hours of operation:*

The private club proposes to be open Monday through Saturday from 10 AM to 2 AM and Sunday from 7 AM to 12 AM to members. The applicant expects the site will mostly be accessed weekends. Staff does not recommend any restrictions to the hours of operation given the hours remain unchanged from the current hours of operation except with respect to limitations regarding outdoor activities.

4. *Inadequate parcel size to provide adequate buffers or mitigation to surrounding properties:*

The proposed parcel size is appropriate for the private club facility. As provided on the attached site plan, the development will provide adequate buffers and setbacks from surrounding properties.

4. *Inconsistency with the development character or architecture of the adjacent properties:*

As shown on the conceptual building elevations, attached hereto, the building design has been proposed to be complementary to the adjacent properties and includes desert colors. The building proposes the use of horizontal corrugated metal panels, distressed "wood" metal panels, steel canopies and grey masonry block. The building materials appear to meet city design guidelines.

Phoenix-Goodyear Airport & Luke Airforce Base
The site is subject to noise from aircraft flying to and from Phoenix-Goodyear Airport and Luke Airforce Base. However, there should be no adverse impacts to the airport or base from the continued operation of the private club, as it has operated onsite for several decades in a compatible manner with the airport and base.

Fire Department
Emergency response times and distances are provided below:

Nearest Fire Station	Shortest path		2nd nearest Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
#184	2.82	1.5	#181	11.67	5.84

Public Participation
In accordance with the city's Citizen Review Ordinance, a Citizen Review meeting was held on August 22nd at 6:00 PM. Notices of the meeting was sent to all property owners within 500 feet of the property. The meeting had approximately 33 people in attendance, all members of the Moose Lodge. No neighbors unaffiliated with the lodge were present. The applicant's architect, Lance Baker, did a presentation about the project followed by answering questions. There were questions related to the turn lane currently being installed by City Public Works in front of the building, and it was explained that it was unrelated to the Special Use Permit application and was rather a safety improvement being implemented by the City. A question was asked of Mr. Baker regarding fire sprinklers and he indicated that it would be a deferred submittal once the permits were approved, but that the building would meet all fire code requirements. Staff answered a question related to City next steps and processing and let the group know the timeline of events moving forward and encouraged any written comments to be submitted to email as well as encouraging attendance at the Planning Commission and Council meeting.

Notice for the public hearings before the Planning and Zoning Commission and City Council included a notice mailed to property owners within 500 of the property, a sign posted on the property, and a legal notice published in the Arizona Republic, Southwest Edition , on September 29, 2023. To date, staff has not received any inquiries on the project.

The Planning and Zoning Commission considered this item at their regular meeting on October 18, 2023. Staff presented the case and there were no questions. The applicant was available, however there were no questions directed at the applicant. The Commission then unanimously voted (6-0) to forward a recommendation of approval to the City Council.

STAFF FINDINGS
As outlined herein, and with the recommended stipulations, staff finds the proposed request for Special Use Permit to not be materially detrimental to persons residing or working in the vicinity adjacent to the Property, to the neighborhood, or to the public welfare and that the proposed use is reasonably compatible with uses permitted in the surrounding area. Staff further finds the request for Special Use Permit will meet the additional evaluation criteria for convenience uses as established in Section 1-3-4 of the Zoning Ordinance.

Attachments

Aerial Image
Staff Report
Project Narrative
Site Plan

Conceptual Exterior Elevations
Conceptual Landscape Plan
Staff powerpoint

Moose Lodge Special Use Permit 23-350-00002

1572 S. Cotton Lane

23-350-00002
Council Date: October 30, 2023
CAR# - 1695

CITY COUNCIL ACTION REPORT

SUBJECT: SPECIAL USE PERMIT FOR A PRIVATE CLUB (MOOSE LODGE)

STAFF PRESENTER(S): David Williams, Contract Planner

OTHER PRESENTER(S): Lance Baker, Synectic Design, Inc.

SUMMARY: A request for a Special Use Permit to allow a private club on an approximately 3-acre parcel zoned C-1 (Neighborhood Commercial) located at 1572 South Cotton Lane.

STRATEGIC PLAN ALIGNMENT

Sense of Community

RECOMMENDATION:

1. Approve a Special Use Permit for a private club on an approximately 3-acre parcel, zoned C-1 (Neighborhood Commercial) located at 1572 South Cotton Lane (the "Property") subject to the following stipulations. (David Williams, Contract Planner)

STIPULATIONS:

1. The Conceptual Site Plan attached hereto has not been approved and development on the Property will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation. Notwithstanding the foregoing, the Property shall be developed in substantial conformance with the Conceptual Site Plan attached hereto, and an amendment to the Special Use Permit shall be required if the property owner/developer wants to reconfigure the site and the Zoning Administrator or his/her designee determines the proposed site plan is not in substantial conformance with the Conceptual Site Plan attached hereto;

2. The City of Goodyear reserves the right to initiate revocation of the Special Use

Zoning in the event that the Special Use is not operated in compliance with the stipulations stated herein or as represented in the Special Use Permit application;

3. The buildings developed on the Property shall be in substantial conformance with the conceptual building elevations attached hereto;

4. The Property shall be developed in substantial conformance with the conceptual landscape plans attached hereto;

5. Outdoor storage shall not be permitted on the Property, however, the two cargo storage containers currently located on the Property may remain until the building reflected in the Conceptual Site Plan has been completed or until any renovations on the Property that require the issuance of a new certificate of occupancy have been completed. No certificates of occupancy shall be issued for any renovations or construction of new structures on the Property until the two cargo storage containers currently located on the Property have been removed.

6. Signage is not being approved with the approval of this Special Use Permit. All signage on the Property shall comply with Article 7 (Sign Regulations) of the City of Goodyear Zoning Ordinance; and

7. The Property shall conform to the standards designated for Lighting Zone 2 as established in Article 10, Outdoor Lighting Standards, of the City of Goodyear Zoning Ordinance.

8. This Special Use Permit shall expire unless the Property is substantially completed, as determined by the Zoning Administrator or his/her designee, in accordance with the approved site plan within five (5) years from the date of the City Council approval of this Special Use Permit.

9. All outdoor activities shall be limited to the patio area to be located on the east side of the building and the parking areas to be located east and north of the rear of the building. No outdoor events shall be held in the parking areas that are to be located south of the building and/or along the southern boundary of the Property as reflected in the Site Plan. Unless a special event permit or temporary use permit is obtained from the City that allows for outdoor music, outdoor entertainment, and/or other outside activities to occur at other times, outdoor music, outdoor entertainment, and/or other outside activities shall only occur between the hours of 10:00 a.m. and 10:00 p.m. on Fridays and Saturdays and 10:00 a.m. and 8:00 p.m. Sunday through Thursday.

10. The noise generated by indoor music, entertainment, and/or other activities within the structures after the hours of 10:00 p.m. shall be fully contained within the indoor space of the structure.

FISCAL IMPACT:

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is

responsible for construction of infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS:
The Property is zoned C-1 (Neighborhood Commercial). The C-1 zoning was approved on March 14, 2016 with City Council approval of Ordinance No. 2016-1328. A Private Club is not a permitted use as a matter of right within the C-1 (Neighborhood Commercial) Zoning District. However, according to the Maricopa County Assessor's records, original structure was built in 1958, and it existed when the Property was annexed into the city.

The Property received a Special Use Permit, Case No. 14-350-00003, on March 12, 2016 for the relocation of the existing building pending ADOT expansion of Loop 303. The Special Use Permit was granted an extension on March 26, 2018. The Special Use Permit extension expired on March 14, 2019.

STAFF ANALYSIS:

Current Policy
Pursuant to Section 4-1-3 of the Zoning Ordinance (Special Uses Considered in Specified Districts), private clubs and fraternal organizations may be considered as a Special Use in any commercial and industrial zoning district. Applications for Special Use Permits are to be processed in the same manner as an application to amend the boundaries of a zoning district as set forth in Section 1-3-1 (Amendments) of the Goodyear Zoning Ordinance as supplemented by Section 1-3-4 (Special Use Permits) of the Goodyear Zoning Ordinance.

Pursuant to Section 1-3-4 of the Zoning Ordinance (Special Use Permits), a Special Use requires review by the Planning and Zoning Commission and approval from the City Council through the public hearing process.

The Planning and Zoning Commission considered this item at their regular meeting held on October 18, 2023. Commissioners voted unanimously (6-0) to forward a recommendation of approval to the City Council as originally presented to the Planning and Zoning Commission.

Details of the Request
The applicant is requesting to construct a new building to replace the existing lodge in a new location on the existing property, due to ADOT acquiring the land for the Loop 303 expansion where the existing building is currently located.

Pursuant to the conceptual site plan, attached hereto, the proposed private club will include a 6,600 square foot building and a 1,762 square foot patio.

Special Use Permits expire 2 years after City Council approval, however, the applicant is

requesting a Special Use Permit expiration end date for 5 years from the date of City Council approval. This is to prevent the applicant from initiating a Special Use Permit a third time, if any delays occur with the expansion of Loop 303. A stipulation has been added to address this request.

The applicant is also requesting that the Moose Lodge may keep existing outdoor storage containers on the property until the building is constructed. The Zoning Ordinance permits outdoor storage containers for commercial properties only in the Commercial Business District. In order to continue the use of the storage containers the applicant is making the request that they be allowed to remain through construction and be removed prior to the issuance of a certificate of occupancy. A stipulation has been added to address this request.

The following evaluation is being provided in conformance with Sections 1-3-1 and 1-3-4 of the Goodyear Zoning Ordinance:

1. *Will be desirable or necessary to the public convenience or welfare:*

   The project narrative indicates that the Moose Lodge holds private events for their members including bingo, game nights, and various other charity fundraising events which include breakfasts, lunches and dinners as well as live music. Additionally, the facility would be available for rent for members of the community to hold events at as well.

   This site was originally built in the 1950's when little or no standards existed under county regulations and has been considered legal non-conforming. This new proposal will redevelop the site in full conformance with current zoning and building codes, which will be a significant improvement over the current conditions of the site.

2. *Will be harmonious and compatible with the other uses adjacent to and in the vicinity of the selected site or sites:*

   The site is zoned C-1 (Neighborhood Commercial). The property is surrounded by residential neighborhood (Cotton Flower Unit 2) to the west and commercial center (Cotton Flower Marketplace) to the north and residential neighborhood Canyon Trails Unit 4 South to the southeast. Canyon Trails will be physically separated from the use by the future Loop 303. To further work with the neighborhood, the outdoor patio has been relocated from the west side of the building to the east side, away from the resident's to the west.

3. *Is in conformance with the adopted General Plan and any adopted Area Plans:*

   The Property is located within the Neighborhoods land use as designated by the city's 2025 General Plan. The Neighborhoods category provides areas for growth and development of neighborhoods. This category is designed to provide "complete neighborhoods" that include community facilities and commercial uses at appropriate intensities and locations. The existing Neighborhood General Plan land

use designation allows for Neighborhood Commercial uses. As such, the use of the Property for a private club will be in conformance with the General Plan.

4. *Will not be detrimental to surrounding properties in the area due to:*
    a. *Impact on the circulation system of the adjacent neighborhood:*

        Right in/right out access to the facility is proposed off of S Cotton Lane/ the proposed Loop 303. Traffic generation from the proposed special use will not adversely impact any of the surrounding local roadways.

    b. *Excessive noise or light generated from within the site:*

        The development is required to comply with the City's Zone 2 lighting standards, which are designed to protect adjacent developments by requiring full cutoff lights and other mitigation measures. Excessive noise is not anticipated as the operations of the Moose Lodge will be consistent with how it has operated for decades. Nonetheless, because additional outdoor activities are expected with the construction of a patio area and additional paved parking, stipulations have been added to require outdoor activities occurring within the parking areas and on the proposed patio are located on the east side of the building, away from adjacent residential uses and time limits for activities have been added.

    c. *Excessive scale or height in relationship to surrounding properties:*

        The height of the proposed buildings is 32 feet, including parapet (allowed 5 feet of parapet above height requirements). The C-1 (Neighborhood Commercial) zoning district has a maximum height of 30 feet. The adjacent residential homes have a maximum height of 30 feet. The building is within the scale appropriate to the zoning district and surrounding residential uses.

    d. *Hours of operation:*

        The private club proposes to be open Monday through Saturday from 10 AM to 2 AM and Sunday from 7 AM to 12 AM to members. The applicant expects the site will mostly be accessed weekends. Staff does not recommend any restrictions to the hours of operation given the hours remain unchanged from the current hours of operation except with respect to limitations regarding outdoor activities.

    e. *Inadequate parcel size to provide adequate buffers or mitigation to surrounding properties:*

        The proposed parcel size is appropriate for the private club facility. As provided on the attached site plan, the development will provide adequate buffers and setbacks from surrounding properties.

    f. *Inconsistency with the development character or architecture of the adjacent*

properties:

As shown on the conceptual building elevations, attached hereto, the building design has been proposed to be complementary to the adjacent properties and includes desert colors. The building proposes the use of horizontal corrugated metal panels, distressed “wood” metal panels, steel canopies and grey masonry block. The building materials appear to meet city design guidelines.

Phoenix-Goodyear Airport & Luke Airforce Base
The site is subject to noise from aircraft flying to and from Phoenix-Goodyear Airport and Luke Airforce Base. However, there should be no adverse impacts to the airport or base from the continued operation of the private club, as it has operated onsite for several decades in a compatible manner with the airport and base.

Fire Department
Emergency response times and distances are provided below:

Nearest Fire Station	Shortest path	
	Mins	Miles
#184	2.82	1.5

2nd nearest Fire Station	Shortest path	
	Mins	Miles
#181	11.67	5.84

Public Participation
In accordance with the city’s Citizen Review Ordinance, a Citizen Review meeting was held on August 22nd at 6:00 PM. Notices of the meeting was sent to all property owners within 500 feet of the property. The meeting had approximately 33 people in attendance, all members of the Moose Lodge. No neighbors unaffiliated with the lodge were present. The applicant’s architect, Lance Baker, did a presentation about the project followed by answering questions. There were questions related to the turn lane currently being installed by City Public Works in front of the building, and it was explained that it was unrelated to the Special Use Permit application and was rather a safety improvement being implemented by the City. A question was asked of Mr. Baker regarding fire sprinklers and he indicated that it would be a deferred submittal once the permits were approved, but that the building would meet all fire code requirements. Staff answered a question related to City next steps and processing and let the group know the timeline of events moving forward and encouraged any written comments to be submitted to email as well as encouraging attendance at the Planning Commission and Council meeting.

Notice for the public hearings before the Planning and Zoning Commission and City Council included a notice mailed to property owners within 500 of the property, a sign posted on the property, and a legal notice published in the Arizona Republic, Southwest Edition, on September 29, 2023. To date, staff has not received any inquiries on the project.

The Planning and Zoning Commission considered this item at their regular meeting on October 18, 2023. Staff presented the case and there were no questions. The applicant was available, however there were no questions directed at the applicant. The

Commission then unanimously voted (6-0) to forward a recommendation of approval to the City Council.

STAFF FINDINGS

As outlined herein, and with the recommended stipulations, staff finds the proposed request for Special Use Permit to not be materially detrimental to persons residing or working in the vicinity adjacent to the Property, to the neighborhood, or to the public welfare and that the proposed use is reasonably compatible with uses permitted in the surrounding area. Staff further finds the request for Special Use Permit will meet the additional evaluation criteria for convenience uses as established in Section 1-3-4 of the Zoning Ordinance.

ATTACHMENTS:

1. Conceptual Site Plan
2. Conceptual Building Elevations
3. Conceptual Landscape Plans
4. Aerial Photo
5. Project Narrative

Synectic Design, Inc.
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June 16, 2023

City of Goodyear
Planning and Development Department
1900 N. Civic Square
Goodyear, Arizona 85395

RE: Avondale Moose Lodge
1572 S. Cotton Lane
Goodyear, Arizona 85338

To whom it may concern:

PROJECT NARRATIVE

The project consists of Demolition of an existing building and accessory structures for new ADOT annexation of Loop 303. New Construction includes Site Improvements and New Construction of a Private Lodge. Improvements include new driveway, asphalt parking lot, concrete curbing, walkways, trash enclosure, site walls, landscaping, and site lighting. Construction of a proposed 6,600 Sq. Ft. Private Lodge building with 1,762 Sq. Ft. Outdoor patio seating area. Building to include Meeting, Bar/ Restaurant, Kitchen, Offices, Restrooms and Storage Areas.

The Moose Lodge is open 7 days a week, Monday - Saturday 10am -2am, Sunday 7am-12am to members. The lodge hosts private and sponsored community events. Moose Lodge sponsored events are fundraising efforts to benefit the various local and national charities such as Mooseheart which provides services for children and teenagers in need. Moosehaven, provides senior care and services. Charities also include Big Brothers-Big Sisters, St. Jude, and the Salvation Army. Events include fundraising breakfasts, luncheons, dinners, live music performances, game nights, and local sport tournaments.

The use of the building is existing. Use is being relocated as part of the new 303 freeway. A Special Use permit is required Per Section 4-1-3 requires (1) Special Use Permit.

SPECIAL USE PERMIT REQUESTS

1) A Special Use Permit is requested for the use of a Private Club.

The use will not be detrimental to the surrounding properties or persons due to the Impact of the circulation of the adjacent neighborhood; Excessive noise or light generated from within the site; excessive scale or height in relationship to surrounding properties; hours of operation; Inadequate parcel size to provide adequate buffers or mitigation measures to surrounding properties; Inconsistency with the development character or architecture of the adjacent properties.

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2) A Special Use Permit is requested for the use of an outdoor seating area as an Accessory Use.

The use will not be detrimental to the surrounding properties or persons due to the Impact of the circulation of the adjacent neighborhood; Excessive noise or light generated from within the site; excessive scale or height in relationship to surrounding properties; hours of operation; Inadequate parcel size to provide adequate buffers or mitigation measures to surrounding properties; Inconsistency with the development character or architecture of the adjacent properties.

3) Special Use Permit request for the term of Established Use.

The Moose Lodge would like to request the period of established use be a term of 5 years, the request of a 5 year time period is to allow for A.D.O.T. and the Moose Lodge to complete construction. A.D.O.T. construction adjacent to the site directly affects the development of our site, with utility line relocation, limited access to our site, and A.D.O.T.'s construction timeline.

Please feel free to contact me if you should have any additional questions.

Sincerely,

Lance D. Baker, AIA
President, Synectic Design Incorporated

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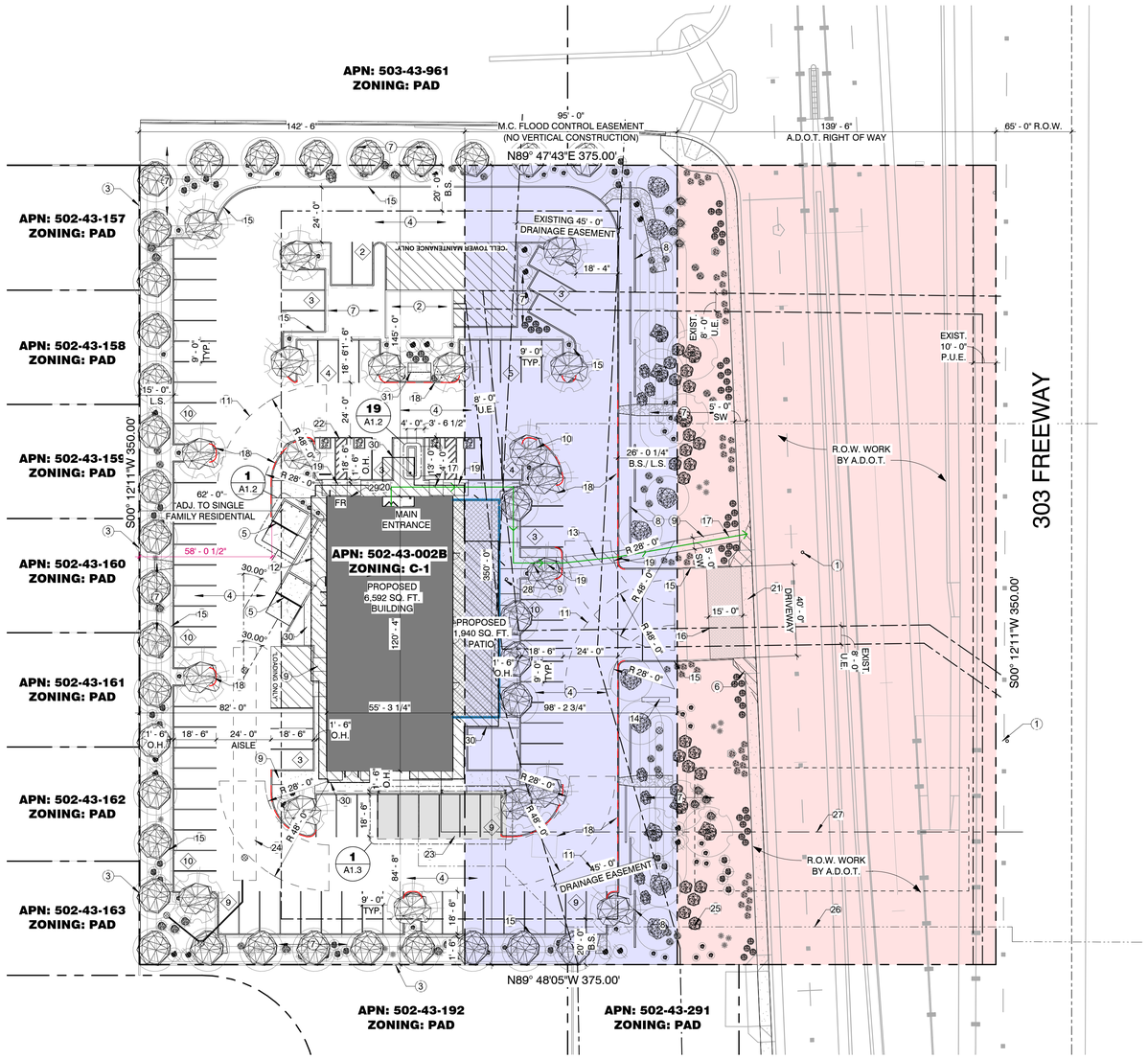


1 ARCHITECTURAL SITE PLAN
1" = 30'-0"

SITE PLAN GENERAL NOTES

A. THIS SITE PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A SURVEY AND IS BASED ON INFORMATION PROVIDED BY THE CLIENT OR OBTAINED THROUGH READILY AVAILABLE PUBLIC DOCUMENTS. THE EXISTING SITE INFORMATION PORTRAYED HERE SHALL BE CONSIDERED CONCEPTUAL. CONTRACTOR SHALL VERIFY SITE CONDITIONS AS NECESSARY TO ASSURE CONFORMANCE WITH THE INTENT OF THESE DRAWINGS.
B. CONTRACTOR SHALL IMMEDIATELY INFORM THE ARCHITECT IN WRITING OF ANY DISCREPANCY BETWEEN THE SITE CONDITIONS AND THESE DOCUMENTS THAT WILL IMPACT COMPLIANCE WITH THESE DOCUMENTS.
C. FINISH FLOOR SHALL BE A MINIMUM OF 6" ABOVE ADJACENT GRADE U.O.N.
D. FINISH GRADE SHALL SLOPE 5% FOR A DISTANCE OF 10' TO AN APPROVED WATER DISPOSAL AREA. U.O.N.
E. TEMPORARY CONSTRUCTION EASEMENT TO BE PROVIDED ON EACH SIDE OF THE 45' DRAINAGE EASEMENT FOR CONSTRUCTION CREWS OF SUFFICIENT AREA BEYOND THE LIMITS OF THE FINAL EASEMENT WIDTH OF THE NOW EXISTING DRAINAGE CULVERT FOR ADEQUATE STAGING, STORING AND MANEUVERING ON EACH SIDE OF THE DRAINAGE CULVERT DURING CONSTRUCTION.
F. A MINIMUM OF 10'-0" LANDSCAPE BUFFER WITH A TREE AT 20'-0" ON CENTER TO PROVIDE SCREENING ALONG ALL ADJACENT RESIDENTIAL LOTS.
G. AVONDALE FIRE DEPARTMENT DOES NOT ALLOW SPEED BUMPS OR ANY OBSTRUCTIONS THAT MAY IMPEDE AN EMERGENCY VEHICLE RESPONSE ON A FIRE DEPARTMENT ACCESS ROADWAY
H. TRASH ENCLOSURES TO BE PER CITY STANDARD DETAILS G-3160 THROUGH G-3164.

CITY OF GOODYEAR SITE PLAN NOTES

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
   D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
   D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
   E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   F. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

SHEET KEYED NOTES

1 EXISTING UTILITY POLE TO BE REMOVED
2 EXISTING CELL TOWER & ENCLOSURE TO REMAIN, PROTECT IN PLACE FOR NEW CONSTRUCTION
3 EXISTING 6'-CMU WALL TO REMAIN
4 NEW ASPHALT PAVING
5 NEW TRASH ENCLOSURE
6 10' X 20' VISIBILITY TRIANGLE
7 LANDSCAPE/ RETENTION AREA
8 3'-0" CMU SCREEN WALL
9 NEW CONCRETE SIDEWALK
10 NEW FIRE HYDRANT
11 FIRE TURN RADIUS
12 SERVICE YARD W/ 6'-0" CMU SCREENING WALL
13 PAINT PEDESTRIAN PATHWAY W/ TRAFFIC YELLOW PAINT (4" WIDE LINES, 24" O.C. TYPICAL)
14 NEW MONUMENT SIGN, SIGNAGE, SEPARATE PERMIT
15 6" CONCRETE CURBING
16 DECORATIVE PAVEMENT
17 ACCESSIBLE PATH (GREEN LINE)
18 CURB TO BE PAINTED RED W/ WHITE LETTERING FOR FIRE LANE
19 ACCESSIBLE RAMP
20 KNOX BOX, AT +60" A.F.F.
21 NEW 40'-0" CONCRETE DRIVEWAY ENTRANCE
22 5' WIDE ACCESSIBLE AISLE
23 COVERED PARKING
24 NEW UNDERGROUND RETENTION, PER CIVIL DRAWINGS
25 RELOCATED EXISTING WATER METER
26 NEW WATER LINE, PER CIVIL DRAWINGS
27 NEW SEWER LINE, PER CIVIL DRAWINGS
28 20' FLAG POLE
29 FIRE DEPARTMENT CONNECTION
30 LINE OF ROOF/ CANOPY ABOVE
31 10 SPACE BICYCLE RACK

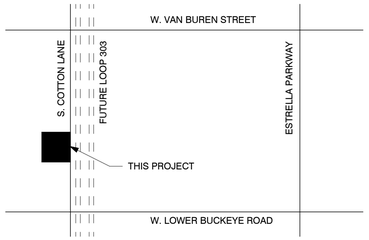
PROJECT DATA

BUILDING AND SITE BASICS:

PROJECT ADDRESS:	1572 S. COTTON LANE GOODYEAR, ARIZONA 85338
ASSESSORS PARCEL #:	502-43-002B
TOWNSHIP SECTION:	847 14 01 01 TWNSHP, SECT., 1/4 SECT. 1/4-1/4 SECT.
GROSS LOT AREA:	131,116 S.F., 3.01 ACRES
NET LOT AREA:	90,605 S.F., 2.08 ACRES
ZONING:	C-1
LOT COVERAGE ALLOWED:	50%
SETBACKS: FRONT	30'
SIDE	20'
REAR	60' (50' + 2*5'/ FOOT = 60)
REQUIRED LANDSCAPE:	90,605 S.F. X 15% = 13,591 S.F.
PROPOSED LANDSCAPE:	36,281 S.F. / 90,605 S.F. = 40%
MAX BUILDING HEIGHT:	30'
PROPOSED BUILDING HEIGHT:	27'-7" - 1 STORY W/ MEZZANINE
BUILDING UNDER ROOF:	6,600 S.F.
CANOPY AREA:	3,167 S.F.
PROPOSED BUILDING AREAS:	
FIRST FLOOR:	6,592 S.F.
MEZZANINE:	2,253 S.F.
PATIO:	1,940 S.F.
CONSTRUCTION TYPE:	II-B
OCCUPANCY:	A-2
FIRE SPRINKLERS PROVIDED:	YES
FIRE ALARM PROVIDED:	YES

PARKING CALCULATIONS

PROJECT ADDRESS:	1572 S. COTTON LANE GOODYEAR, ARIZONA 85338
REQUIRED PARKING:	
INDOOR ASSEMBLY AREA:	4,271 S.F. / 75 = 57
INDOOR 'OTHER' AREA:	1,858 S.F. / 300 = 7
TOTAL PARKING	64
PROVIDED PARKING:	97 STALLS (4 ACCESSIBLE)
REQUIRED BICYCLE PARKING:	
BICYCLE SPACES	97 STALLS / 10 = 10
TOTAL SPACES	10



VICINITY MAP

SITE AREA LEGEND

ARIZONA DEPARTMENT OF TRANSPORTATION PROPOSED ANNEXED RIGHT OF WAY

MARICOPA COUNTY FLOOD CONTROL DISTRICT, MOOSE LODGE RETAINS OWNERSHIP OF LOT, VERTICAL CONSTRUCTION IS PROHIBITED.

ORIGINAL MOOSE LODGE PORTION OF LOT TO REMAIN.

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t:480.948.9766
f:480.948.9211

AVONDALE MOOSE LODGE

1572 S. COTTON LANE
GOODYEAR, ARIZONA 85338

REGISTERED ARCHITECT
CERTIFICATE NO.
55529
LANCE D. BAKER
Date Signed 06/15/23
ARIZONA, U.S.A.
EXP. 12/31/2024

REVISIONS

Phase:	CD
Drawn By:	MM
Reviewd By:	LDB
SDI Project No:	4290
Date:	2022-05-02

Sheet:

A1.1

ARCHITECTURAL SITE PLAN

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4 WEST ELEVATION
1/8" = 1'-0"

3 EAST ELEVATION
1/8" = 1'-0"

2 SOUTH ELEVATION
1/8" = 1'-0"

1 NORTH ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH LEGEND

A	DESCRIPTION MFR COLOR	HORIZONTAL CORRUGATED METAL PANEL CORTEN STREAKED RUST
B	DESCRIPTION MFR COLOR	HORIZONTAL DISTRESSED WOOD METAL WALL PANEL WESTERN STATES METAL DISTRESSED WOOD - PATTERN A
C	DESCRIPTION MFR COLOR	STEEL CANOPY, AWININGS, RAILINGS TBD BLACK
D	DESCRIPTION TYPE COLOR	GLAZING LOW-E CLEAR
E	DESCRIPTION FRAME FINISH	STOREFRONT FRAMING ALUMINUM DARK BRONZE
F	DESCRIPTION COLOR FINISH	MASONRY BLOCK GREY SMOOTH

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f:480.948.9211

AVONDALE MOOSE LODGE

1572 S. COTTON LANE
GOODYEAR, ARIZONA 85338

REGISTERED ARCHITECT
CERTIFICATE NO.
35529
LANCE D. BAKER
Date Signed 06/14/23
ARIZONA, U.S.A.
EXP. 12/31/2024

REVISIONS

Phase:	CD
Drawn By:	DH
Reviewd By:	LDB
SDI Project No:	4290
Date:	2022-05-02

Sheet:

SD3.2

EXTERIOR ELEVATIONS - COLORED

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GENERAL LANDSCAPING NOTES

1. *All general constuction notes shall apply.*
2. *Substitutions in type, and/or deviations in size or quantity from the approved landscape or irrigation plans shall not be permitted without prior written approval from the City of Goodyear. (Contact the City Landscape Technician regarding planting and irrigation substitutions at 623.882.7979)*
3. *All signs, monument walls and site lighting require separate building approval.*
4. *All fire hydrants shall require a 7-foot clearance in all directions to any new or existing landscape.*
5. *All plant material located in the public rights - of - ways or city of Goodyear maintained areas shall be in compliance with the department of water resources low water use. Plant list for the Phoenix activity management area.*
6. *All plant material and specifications shall conform to the Arizona Nurseryman Association current standards.*
7. *Contractor to ensure a one-foot clearance between the sidewalk and mature tree canopy.*
8. *Plant legend provided for contractor's convenience. Construction plans take precedence.*
9. *A 10-foot clearance shall be maintained between a tree trunk and utility line.*
10. *All existing landscape and irrigation systems that are designated to remain on the approved landscape plans shall not be damaged or destroyed during construction. Any damage that does occur during construction shall be replaced in kind by the contractor.*
11. *Sidewalk and paving construction that are part of the landscape improvements shall be in compliance with all on-site paving and meet design and construction requirements of the Americans with Disabilities act (ADA)*
12. *Prior to acceptance of any backflow device, each device shall be tested by a state certified tester and the results provided to the city*
13. *Utility boxes, meters and vaults shall be located in the R.O.W. and will not be permitted in any street median.*
14. *'As - Built' drawings, certified by the developer's landscape architect, shall be submitted and approved prior to issuance of a building 'Certificate of Occupancy'.*

    All plans for Commercial or Residential development shall have the following shown on the cover sheet.
15. *Landscape areas that will be maintained by city parks department shall be clearly identified on these plans and are subject to the following requirements.*
    a. *The developer shall maintain and warranty all planted areas including irrigation systems for a period of two years beginning immediately after the city issues the notification of approval for the project.*
    b. *During the maintenance and warranty period, the developer shall be responsible for maintaining adequate protection to all areas. Any damaged plantings and or irrigation systems shall be immediately repaired or replaced at the developer's expense.*
    c. *Maintenance shall include continuous operations of mowing, rolling, fertilizing, spraying, insect and pest control, re-seeding, replacement, and all other measures necessary to assure good normal growth.*
    d. *When the turf has established sufficient root structure and an approximate height of 3 inches, mowing shall begin immediately and reduce in safe increments to a height of 2 inches and shall be maintained thereafter at the height of 2 inches.*
    e. *At the termination of the maintenance and warranty period, all turf areas shall be live, healthy, undamaged, and free of infestations. All areas shall be completely void of barren spots larger than 3 inches by 3 inches.*
    f. *If all plantings are not acceptable at the end of the two year period, the maintenance and warranty period shall continue until all unacceptable plantings are replaced or repaired and the landscaping meets city approval.*
    g. *Areas may include retention basins, parks, rights - of - way, and street center median landscaping.*

GENERAL NOTES FOR CONSTRUCTION

A. All construction shall conform to the City EDS&PM, City Standard Details, and current MAG Uniform Standard Specifications and Details for Public Works Construction.
B. This set of plans has been reviewed for compliance with City requirements prior to issuance of construction permits. However, such review shall not prevent the city from requiring correction of errors in plans found to be in volition of any law or ordinance.
C. The City does not warrant any qualities shown on plan.
D. The City approval is for general layout in the right-of-way only. This approval is valid for a period of (1) one year.
E. An approved set of plans shall be available on the job site at any time.
F. The City shall be notified (48) fourty-eight hours prior to any construction work and inspections (623)-882-7979.
G. Right-of-way improvements shall not be accepted until 'As-Builts' plans have been submitted and approved by the City. (see As-Built' requirements).
H. The developer is responsible for arranging the relocation and associated costs of all utilities. A utility relocation schedule shall be submitted prior to the issuance of permits.
I. The developer is responsible for arranging the relocation and associated cost of all utilities. A utility relocation schedule shall be submitted prior to the issuance of permits.
J. The developer is responsible for obtaining or dedicating all required rights-of -way and easements to the City prior to issuance or permits.
K. The contractor shall contact BLUE STAKE (602-263-1100) at least (48) forty-eight hours prior to construction.
L. The contractor shall barricade construction sites at all times per the City of Goodyear Traffic Barricade Manual. When required by the City, a traffic control plan shall be submitted for approval in advance of construction.
M. The contractor must request a meter for filling and testing a new water lines from their assigned Engineering Inspector. This metere should be ordered 2 working days prior to the start of construction. Potable water is not available for any other construction use. The unlawful removal of water from fire hydrant or any other source is a violation of the municipal code, punishable by fine and / or imprisonment.
N. Prior to moving or destroying protected native plant species, the contractor shall file a formal Notice of Intent with the Arizona Department of Agriculture (602-542-6408).
0. The Contractor shall comply with the Environmental Protection Agency National Pollution Discharge Elimination System (NPDES) Storm water requirements established for construction sites.
P. The contractor shall prvide dust control to the satisfaction of City Engineer. The contractor shall obtain a Dust Control Permit from the Maricopa County Air Quality Department.
Q. Private on-site water and sewer lines shall be constructed in accordance with the Uniform Plumbing Code, N.F.P.A. and the Uniform Fire Code as adopted by the City.

GENERAL NOTES

1. INSTALL AN ISOLATION BALL VALVE TO ALL CONTROL VALVES.
2. 0 L..F. ESTIMATED FOOTAGE OF CONCRETE SIDEWALK, ALL SIDEWALK TO BE CONSTRUCTED FROM CIVIL PLANS.
3. ALL SIDEWALKS SHALL BE CONSTRUCTED PER MAG (CONSTRUCTION CALL OUT).
4. PROPERTY LANDSCAPE TO BE MAINTAINED BY OWNER INCLUDING RIGHT-OF-WAY.
5. MAINTAIN A MINIMUM OF 7' LANDSCAPE CLEARANCE FROM FIRE EQUIPMENT.
6. 0 .L.F. OF MAINLINE TRENCHING WITHIN THE RIGHT-OF-WAY OR LANDSCAPE TRACTS.
7. ANY TREE RELOCATION IN THE RIGHT-OF-WAY IS TO BE COORDINATED THROUGH THE CITY LANDSCAPE INSPECTOR.
8. LITCHFIELD PARK SERVICE CO. TO PROVIDE WATER FOR LANDSCAPE WATERING PURPOSES.
9. IRRIGATION EQUIPMENT NOT SHOWN IN THE LANDSCAPE AREAS. L.C. IS TO PLACE ALL EQUIPMENT IN THE LANDSCAPE PLANTING AREAS.
10. IRRIGATION SYSTEM IS DESIGNED FOR POTABLE WATER.
11. SEE THE IRRIGATION PLANS FOR WATER SOURCE / CONNECTION POINT.
12. PRIOR TO ACCEPTANCE OF REDUCED PRESSURE DEVISE IT SHALL BE TESTED BY A CERTIFIED TESTER.

LANDSCAPE LEGEND

TREES

CERCIDIUM 'HYBRID'
DESERT MUSEUM PALO VERDE
2" CALIP., 6.5'T, 4.5'W

PISTACIA X 'RED-PUSH'
RED PUSH PISTACHE
2" CALIP., 6.5'T, 4'W

ACACIA SALICINA
WILLOW ACACIA
24" BOX

ACACIA ANEURA
MULGA (SRP/APS APPROVED)
2" CALIP., 5.5'T,4'W

LARGE SHRUBS

TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON

CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON

MEDIUM SHRUBS

EREMOPHILA MACULATA
VALENTINE EMU BUSH
5 GALLON

LEUCOPHYLLUM FRUTESCENS
'GREEN CLOUD'
5 GALLON

ACCENTS

HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON

HESPERALOE PARVIFLORA
YELLOW YUCCA
5 GALLON

ECHINOCACTUS GRUSONII
GOLDEN BARREL CACTUS
10" ROUND (MATCHING)

GROUND COVER

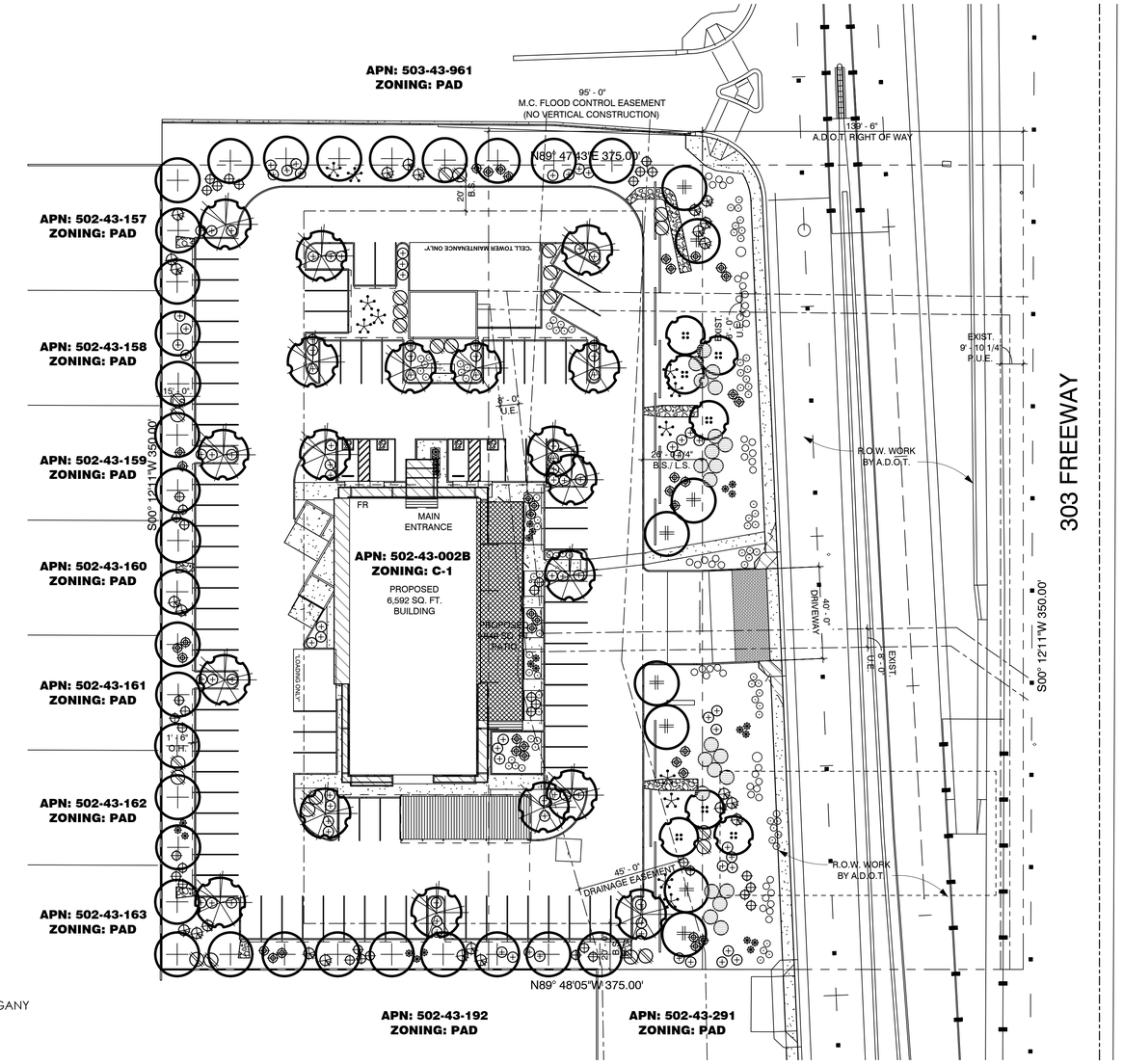
LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON

LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON

EREMOPHILA GLABRA
'MINGENEW GOLD'
5 GALLON

INERT MATERIALS

1/2" SCREENED ROCK PROS MAHOGANY
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS



1 LANDSCAPE PLAN
1" = 30'-0"

SYNECTIC DESIGN
1111 West University
Drive, Suite 104, Tempe,
AZ 85281
t:480.948.9766
f:480.948.9211

AVONDALE MOOSE LODGE

1572 S. COTTON LANE
GOODYEAR, ARIZONA 85338

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION
REVISIONS

ROOT BARRIER NOTE:

ALL NEW TREES PLANTED ADJACENT TO THE CITY SIDEWALK REQUIRE ROOT BARRIERS SEE DETAIL ON SHEET La.03 (ALL TREES ARE EXISTING - DOES NOT APPLY ON THIS PROJECT)

MAINTENANCE NOTES

1. ALL PLANT MATERIAL SHALL BE PRUNED 4 TIMES PER YEAR (3 TIMES DURING ACTIVE GROWTH SEASON AND 1 TIME DURING DORMANCY).
2. ALL HEDGE MATERIAL MAY BE PRUNED WITH SHEARS: ALL OTHER PLANT MATERIAL SHALL BE HAND PRUNED TO MAINTAIN A NATURAL APPEARANCE WITH ALL CUTS BEING MADE WITHIN THE CROWN OF THE PLANT TO MINIMIZE VISUAL CUTS. ALL TREES, SHRUBS AND VINES HAVE CORRECTIVE PRUNING PERFORMED DURING THE DORMANT SEASON.
3. ALL PLANT MATERIAL SHALL BE CARED FROM UNDER AN IPM (INTEGRATED PEST MANAGEMENT) PROGRAM. ALL PESTICIDES SHALL BE MADE DURING SITE AND REGION SPECIFIC TIME FRAMES THAT WILL MAXIMIZE THE EFFECTS OF THE CHEMICAL TO CONTROL ANY PESTS OR PATHOGENS AND THAT WILL MAXIMIZE THE CONCEPT OF IPM.

SIGHT VISIBILITY NOTE:

SHRUBS AND GROUND COVERSS PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A MATURE HEIGHT OF NOT MORE THAN 2 FEET. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT AND TOTAL HEIGHT SHALL INCLUDE THE HEIGHT OF ANY MOUNDING.

TREES PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A CLEAR TRUNK PRUNED TO A HEIGHT OF 7 FEET OR GREATER UPON INSTALLATION. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT.

THIS PLAN SHEET DOES NOT HAVE ANY LANDSCAPE AREAS THAT WILL BE MAINTAINED BY THE CITY OF GOODYEAR.

AS-BUILT NOTES	
1. AS-BUILT PLANS SHALL BE SUBMITTED AS BLACK LINE DRAWINGS FOR REVIEW (24"X36" MAX. 4 MIL THICK), UPON APPROVAL A MYLAR COPY OF THE PLANS SHALL BE SUBMITTED FOR SIGNATURE. 2. AS-BUILT PLANS SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT WITH THE "AS-BUILT CERTIFICATION" APPROVAL BLOCK.	
"AS-BUILT CERTIFICATION"	
I certify that the "AS-BUILT" information shown heron was obtained under my direct supervision and is correct and complete to the best of my knowledge and belief. NAME _____ REGISTRATION NO._____ DATE _____ REVIEWED BY:_____ FIELD ENGINEERING	

REGISTERED LANDSCAPE ARCHITECT
27166
TIMOTHY J. McQUEEN
06/12/23
Date Signed
ARIZONA, U.S.A.
EXPIRES 06/30/2025

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10450 N. 74th Street , Suite 120
Scottsdale, Arizona 85258
P.(602)265-0320
EMAIL: timmcqueen@tjmla.net

T.J. McQUEEN & ASSOC., INC. LANDSCAPE ARCHITECTURE (T.JMLA) EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT & OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED OR, OTHERWISE COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION & CONSENT FROM TJMLA.

Phase:	CD
Drawn By:	MM
Reviewd By:	LDB
SDI Project No:	4290
Date:	2022-01-09
Sheet:	La.01

LANDSCAPE PLAN

Moose Lodge #2078

Special Use Permit

City of Goodyear

Request

1572 W. COTTON LANE

- Special Use Permit for a Private Club.
- 5 year approval period for construction.
- 2 cargo containers for storage during construction only.

Location

1572 S. COTTON LANE

1/4 mile south of Yuma Road on the west side of Cotton Lane.

Adjacent to the Cottonflower Marketplace and Subdivision.

Fronts the future Loop 303 expansion

Location

1572 W. COTTON LANE

- Zoned C-1
- 3 acre site
- Structure built in 1958 Per County Assessor Records
- Originally an aircraft hangar for crop dusting operation

Existing Site

1572 S. COTTON LANE

Existing Site

1572 S. COTTON LANE

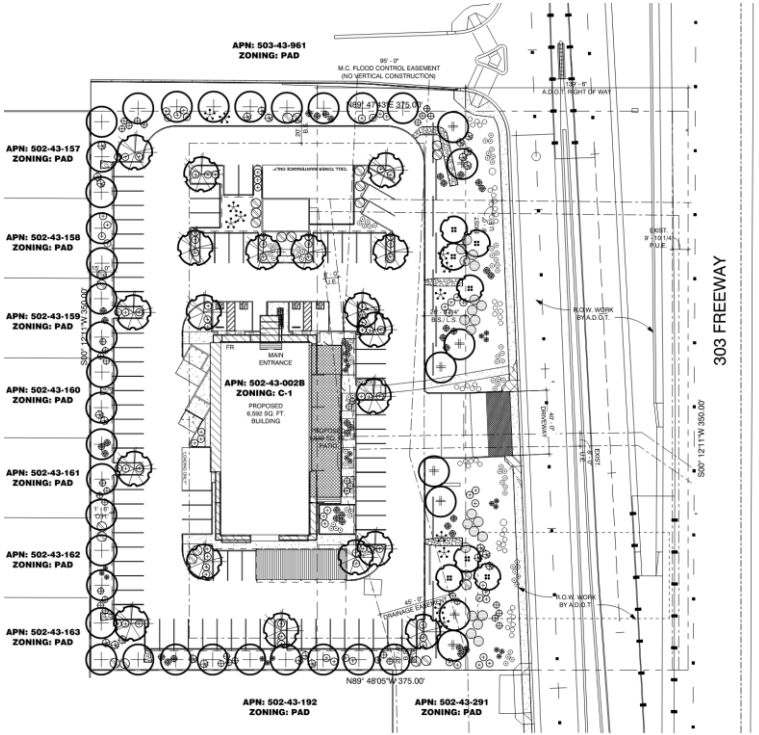
Existing Site

1572 S. COTTON LANE

Site

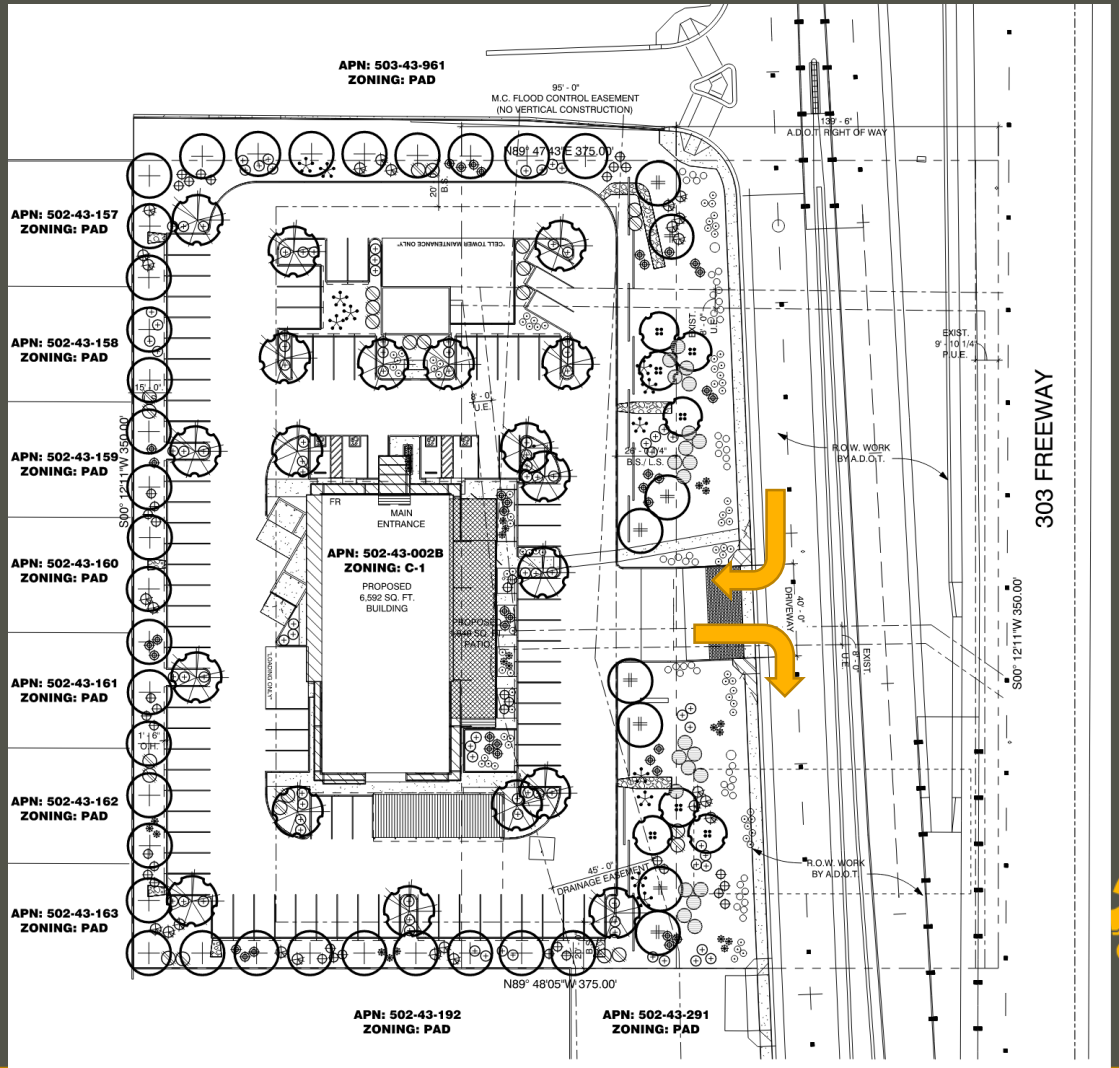
1572 W. COTTON LANE

- Existing Building to be removed.
- Proposed building is a 2-story, 6,600 S.F. building with a 1,940 square foot patio, meeting space, offices, bar and restaurant and associated storage rooms.
- Site improvements include a new driveway entrance, paved parking, parking lot screening, landscaping, sidewalks, covered parking spaces, monument sign and trash enclosures.



Site Access

Right in and Right out only on southbound Cotton Lane.

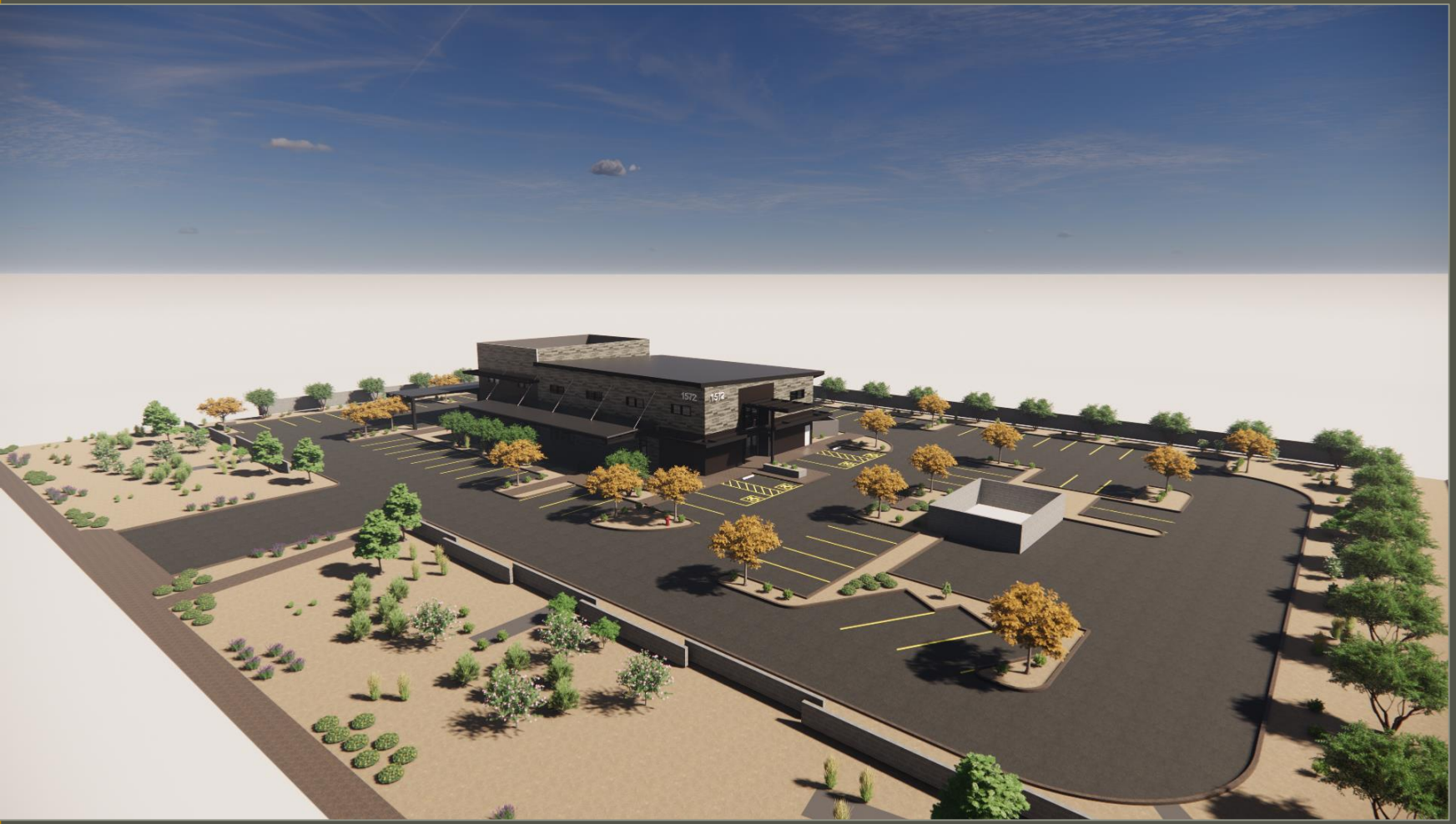


3 EAST ELEVATION
1/8" = 1'-0"

2 SOUTH ELEVATION
1/8" = 1'-0"

4 WEST ELEVATION
1/8" = 1'-0"

1 NORTH ELEVATION
1/8" = 1'-0"


1572
1572

City of Goodyear

Special Use Permit evaluation criteria

ZONING ORDINANCE SECTION 1-3-1

1. Will the Special Use Permit be desirable or necessary to the public convenience or welfare?
2. Will it be harmonious and compatible with other uses adjacent and in the vicinity of the selected site?
3. Is it in conformance with the adopted General Plan and any adopted area plans?
4. Will not be detrimental to the surrounding properties in the area due to impact on the circulation system, excessive noise or light, excessive scale or height, hours of operation, inadequate size to provide adequate buffers or mitigation, or inconsistent with the development character or architecture of the surrounding properties.

Use Permit

PUBLIC PARTICIPATION

- Citizen Review and Public Hearing processes were followed
- A Community Meeting was held on August 22, 2023. Approximately 35 people were in attendance. All were members of the Moose Lodge.
- Notice of Public Hearing was mailed out to all property owners within 500 feet, as well as being published in the newspaper and sign being posted on the site.

Planning Commission

OCTOBER 18, 2023

- Planning Commission meeting held on October 18, 2023.
- Staff gave presentation, and applicant was available for questions. No questions were asked.
- There were no public comments during the meeting.
- Commission voted unanimously 6-0 to send a recommendation for approval to the Council.

Recommendation

APPROVAL SUBJECT TO PLANNING COMMISSION STIPULATIONS

- Application complies with city requirements.

CITY OF
Goodyear

ITEM #: 10.
DATE: 10/30/2023
AI #:1699

CITY COUNCIL ACTION REPORT

SUBJECT: SPECIAL USE PERMIT FOR THE EXTENSION OF A LAND RECLAMATION PROJECT LOCATED AT THE SOUTHWEST CORNER OF WEST ROOSEVELT STREET AND NORTH 158TH AVENUE

STAFF PRESENTER(S): Ann Dolmage, Senior Planner

OTHER PRESENTER(S):

Brian Greathouse, Burch & Cracchiolo

SUMMARY

This is a public hearing followed by a vote for a request for a Special Use Permit to continue operations at the existing Fusaro Land Reclamation Project on an approximately 29.4-acre parcel, generally located at the southwest corner of West Roosevelt Street and North 158th Avenue, within the Agricultural (AG) and Canyon Trails Phase I Planned Area Development (PAD) Districts.

STRATEGIC PLAN ALIGNMENT

Quality of Life

Economic Vitality

Sense of Community

RECOMMENDATION

Approve the request for a Special Use Permit to continue the existing Fusaro Land Reclamation Project on an approximately 29.4-acre parcel, generally located at the southwest corner of West Roosevelt Street and North 158th Avenue, within the Agricultural (AG) and Canyon Trails Phase I Planned Area Development (PAD) Districts subject to compliance with stipulations. (Ann Dolmage, Senior Planner)

STIPULATIONS

1. Prior to issuance of any further permits for onsite work, the owner/operator shall be required to contract a certified Geotechnical Engineer experienced with land creation. The Geotechnical Engineer shall stipulate and oversee all testing necessary to ensure that existing and future conditions of the property have, and will have, adequate compaction for future development of the site. The Geotechnical Engineer shall provide recommendations for any repair of existing conditions, for the processing, placement, compaction, and testing of future materials, so as to provide acceptable subgrade for development of any future buildings. The recommendations shall include what type and frequency of inspections shall be conducted. These recommendations shall be provided to the City of Goodyear in a report that will be reviewed by a third party, and if found acceptable, approved by the City Engineer. Owner shall comply with all recommendations of the Geotechnical Engineer. Upon approval of the recommendations, the Geotechnical Engineer shall designate who shall perform the inspections (must be a credentialed inspector) and submit the reviewed inspection reports with a sealed letter indicating compliance of recommendations has been followed bi-annually throughout the duration of the project to the City Engineer. The Geotechnical Engineer shall provide direction on how to correct any deficiencies identified in the reporting and verify compliance with approved recommendations has been restored. This protocol shall remain in place throughout the duration of the project. All operations shall be in conformance with the approved report;

2. “No Parking” signs shall be installed and maintained on the Roosevelt Street right-of-way west of 158th Avenue leading to Wade Acres;

3. The owner/operator shall maintain the existing perimeter fence and cloth mesh in good condition, and shall control access to the site at all times to only authorized personnel and delivery of material;

4. Development and work on the site including fill operations, shall be in strict compliance with the Fusaro Land Reclamation Management Plan attached hereto (the “Reclamation Plan”), except as may be amended at the direction of the Geotechnical Engineer. A copy of the updated Reclamation Plan shall be provided to the City Engineer. Updates and reports on operations on the site, monthly and annually, shall be provided to the City Engineer as set forth in the Reclamation Plan ;

5. The development and operations on the site, including traffic circulation patterns, shall comply with the Site Plan for Fusaro Land Reclamation dated March 2023 attached hereto (the “Site Plan”), and site ingress and egress shall be on West Roosevelt Street only;

6. The owner/operator shall strictly observe the following schedule:

a. Crushing & Sorting Material: 10am-3pm, Monday through Friday
b. Delivery of Material

i. October 16th through April 14th (per City Code winter period): 7am-5pm, Monday through Saturday (no Sundays)
ii. April 15th through October 15th (per City Code summer period): 6am-5pm, Monday through Friday and 7am-5pm, Saturday (no Sundays);

7. The owner/operator shall maintain a permanent track-out pad that is compliant with Arizona Pollutant Discharge Elimination System (AZPDES) requirements;

8. The Special Use Permit is for land reclamation involving inert materials only. No other landfill activities are included in the Special Use Permit or approved by the city. The land reclamation operation shall comply with city, county, and state requirements;

9. The owner/operator shall be responsible for ensuring that no materials are dumped outside the fence. Any such materials shall be removed immediately by the owner/operator;

10. “White noise” back-up alarms shall be used on all equipment used on site;

11. The decibel level at the property lines must be maintained at 65 decibels (dB) or lower. If the city receives at least five complaints regarding noise within a 30-day period from residents within 500 feet of the subject property, the city will measure the noise level. If the city finds the decibel level is higher than 65 dB, then the developer will be required to provide a noise study and implement mitigation measures to ensure the noise level is at 65 dB or lower. The city will measure the noise level after mitigation measures have been enacted;

12. A site plan amendment shall be required under the circumstances listed below. When a site plan amendment is triggered, a site plan application, updated traffic study, and any documents typically required for a site plan amendment will be submitted to the city for review and approval and the owner/operator shall comply with the terms of the site approval.

a. The construction trailer is moved
b. The filling and crushing operations are moved on-site
c. The approved traffic plan must be amended
d. Other site improvements or changes occur that typically trigger a site plan review as described by the Zoning Ordinance;

13. Land reclamation operations shall be suspended immediately upon notification by the city, county, or state of any violations of applicable regulations or upon notification by the city of any violations of the terms of this Special Use Permit. Land reclamation operations may resume if the violation is remediated within five business days, or as otherwise authorized by the Zoning Administrator. If the violation is not remediated, the Special Use Permit shall be revoked;

14. Provided the land reclamation operations occur without a violation of any city, county, or state regulation, the Special Use Permit shall be valid for a period of seven (7) years from the date of City Council approval of the permit. If the land reclamation operations are not complete at the end of the seven-year period, the owner/operator will need to re-apply for a Special Use Permit to resume operations.

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. Future development of the site will be 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 will 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 will be

constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

On March 27, 2017, the City Council, upon recommendation of the Planning & Zoning Commission, adopted Ordinance 17-1342 approving a Zoning Ordinance text amendment to allow inert material landfills (which purpose is to facilitate land reclamation of public project borrow pits) in any zoning district by Special Use Permit.

On May 8, 2017, the City Council, upon recommendation of the Planning & Zoning Commission, approved a Special Use Permit for an Inert Material Landfill to allow for the reclamation of a public project borrow pit on approximately 29.4 acres at the southwest corner of Roosevelt Street and 158 th Avenue. The site is zoned Agricultural (AG) and Canyon Trails Phase I Planned Area Development (PAD).

STAFF ANALYSIS

Current Policy

Pursuant to Section 4-1-2 of the Zoning Ordinance (Special Uses Considered in Any District), an Inert Material Landfill to facilitate land reclamation of a public project borrow pit may be considered as a Special Use in any district.
Pursuant to Section 1-3-4 of the Zoning Ordinance (Special Use Permits), a Special Use requires review by the Planning and Zoning Commission and approval from the City Council through the public hearing process.

Details of the Request

Fusaro, LLC, a land reclamation company based in Colorado, has submitted this Special Use Permit (SUP) request for approval to continue reclamation of an existing borrow pit located at Roosevelt Street and 158 th Avenue. The borrow pit was originally excavated many years ago to provide fill material for the construction of Interstate 10 by the Arizona Department of Transportation. Reclamation activities began at the site sometime prior to 2007 by the previous owners of the property. Fusaro acquired the site in 2016 and obtained approval for a SUP (Case No. 17-350-00001) on May 8, 2017, to continue the reclamation process. Since approval of that SUP, Fusaro has cleaned up what it estimates to be at least a thousand piles of debris that were dumped prior to its purchase of the site.

The original SUP included a stipulation that a new SUP would be required if work could not be completed within five years of approval. Fusaro estimates that the reclamation project which includes the removal of the debris that had been dumped on the site and the fill operations, is approximately 40% complete, and because five years have passed since the original approval, a new SUP is necessary to finish the work. Application materials submitted for the project indicate that full completion is expected to occur within five to seven years, and a proposed stipulation limits the term of the SUP to seven years.

Fusaro has provided an updated Land Reclamation Management Plan for this new SUP request, which attached hereto. The plan contains procedures for filling, leveling, grading, and covering the pit; a list of acceptable fill materials; responsibilities of site staff; safety, security, and environmental procedures; reporting procedures; and closing procedures. Per the report, the estimated fill rate for the pit will be 80,000 cubic yards per year. Construction materials are imported to the site by trucks, which enter the property via Roosevelt Street and check in at the on-site construction trailer before unloading their materials and looping around to exit via the same gate. Only inert, non-hazardous materials are allowed at the site (e.g., clean dirt and

gravel, plant-mixed asphalt, brick, concrete, and rock). Materials such as used motor oil, yard waste, paper and cardboard, tires, medical waste, friable asbestos, and any unidentifiable substances are not accepted. As new materials arrive at the site, they are progressively end-dumped over the edge of previously deposited materials, then compacted by machine. Material is leveled weekly using a bulldozer or heavy front-end loader. When the deposited material reaches a level within eight feet of maximum fill, an evaluation of final cover plans, based on the expected end use, will be conducted to ensure adequate geotechnical integrity for that use.

To minimize noise and visual impacts to the surrounding residential neighborhoods, a mesh fence is already in place around the perimeter of the site, and a proposed stipulation will require it to remain in place throughout the reclamation process. Additionally, Fusaro has equipped its machinery with “white noise” backup alarms and will continue to do so per a separate proposed stipulation. Finally, a stipulation has been added that limits the hours of operation.

A Traffic Impact Statement (TIS) has been submitted by the applicant to update the traffic analysis that was conducted in 2017 for the original SUP request. The TIS estimates that 25 trucks will access the site on a typical day, for a total of 50 daily trips. Of those 50 daily trips, 12 trips will be generated during the AM peak hour, and four trips will be generated during the PM peak hour, with the remaining 34 trips occurring throughout the day. Traffic Engineering staff have reviewed the TIS and have determined that traffic related to this SUP request will not have significant impacts on the surrounding area. A proposed stipulation requires truck traffic to use Roosevelt to access the site, which will limit noise and traffic in the more residential areas to the south and southwest of the Project.

Evaluation Criteria
The following evaluation is being provided in conformance with Section 1-3-4 of the Zoning Ordinance:

1. Will be desirable or necessary to the public convenience or welfare:
The land reclamation project was originally authorized by Special Use Permit in 2017 and is approximately 40% complete. Full completion of the project is desirable, as the borrow pit is no longer needed for Interstate 10 construction and has become less compatible with the surrounding area as residential and commercial development has increased. Filling in the pit will improve the appearance of the site and prepare it for a future use that is compatible with the area. A stipulation is proposed that will limit the term of this approval to seven years and require the applicant to obtain a new SUP if the work is not complete at the end of that term.

2. Will be harmonious and compatible with the other uses adjacent to and in the vicinity of the selected site or sites:
The borrow pit is incompatible with the residential uses that surround it. The proposed Special Use Permit will allow fill activities to continue in order to restore the site to a condition where it can be developed with a use that is compatible for the area. The proposed stipulations will minimize noise and visual impacts to surrounding residents while filling is in process.

3. Is in conformance with the adopted General Plan and any adopted Area Plans:
The property is located within the Neighborhoods land use category as designated by the city’s 2025 General Plan. The Neighborhoods category is intended for a wide range of residential densities and housing products, public and community facilities such as schools and places of worship, and commercial uses at appropriate intensities and locations. Until

such time as the pit is filled, nothing can be developed on the site. The filling of the pit, will allow for future development that will be in conformance to the General Plan. The site is not located within any adopted Area Plans.

4. Will not be detrimental to surrounding properties in the area due to:

a. Impact on the circulation system of the adjacent neighborhood:
Ingress and egress for the reclamation site is limited to one access point on Roosevelt Street. Fusaro informs companies importing materials that the preferred route to the site is via Roosevelt, which is the most direct route from Interstate 10. The City Traffic Engineering Division has reviewed the 2017 Traffic Impact Analysis for the project and has determined that it will not have detrimental impacts on surrounding roads and intersections.

b. Excessive noise or light generated from within the site:
The Special Use Permit includes a number of stipulations that will mitigate the noise and lights generated from the use permit operations. The perimeter of the reclamation site is visually screened with a mesh cloth fence, which, pursuant to a stipulation, will be maintained and remain in place until project completion. Stipulations from the original SUP have been included in this Special Use Permit, including stipulations that require all equipment used on site have white noise" back-up alarms; limit the decibel levels at property lines to 65 decibels or less; and that limit the hours of operation on the site.

c. Excessive scale or height in relationship to surrounding properties:
No permanent structures are proposed in conjunction with this Special Use Permit. A construction trailer and two water tanks will occupy the site but will be screened by the mesh fence and situated at a lower elevation than surrounding streets.

d. Hours of operation:
A stipulation of approval is proposed that will limit the hours of crushing, sorting, and delivery of materials at the project site. The hours are consistent with a stipulation placed on the original Special Use Permit in 2017, which, based on the proximity of the site to residential developments, are more restrictive than the construction start/stop times codified in Article 11-1-8(D) of the City of Goodyear Code of Ordinances.

e. Inadequate parcel size to provide adequate buffers or mitigation to surrounding properties:
The reclamation site is approximately 29.4 acres in size, and as reflected in the Site Plan, crushing and filling activities are well-buffered on all four sides from nearby residential neighborhoods. Stipulations have been proposed to limit work hours, minimize noise from equipment, screen the pit from view of surrounding streets, and ensure that materials dumping does not occur outside of the screen.

f. Inconsistency with the development character or architecture of the adjacent properties:
No development is proposed for this site at this time, as this SUP covers just the reclamation of the borrow pit. Once the reclamation is complete, any future development proposals will be reviewed for architectural compatibility with the neighborhood, as well as conformance to applicable design guidelines and development standards.

Phoenix-Goodyear Airport and Luke Air Force Base
The site is subject to noise from aircraft flying to and from Phoenix-Goodyear Airport and Luke Air Force Base. Given the non-residential nature of the use, there should be no adverse impacts to the airport or base from the continued operation of the land reclamation project.

Fire Department
Emergency response times and distances are provided below:

Nearest Fire Station	Shortest path	
	Mins	Miles
# 184	5.24	2.62

2nd Nearest Fire Station	Shortest path	
	Mins	Miles
# 181	5.42	2.71

Public Participation
Citizen Review Process:
In accordance with the city's Citizen Review Ordinance, a neighborhood meeting was held on July 6, 2023 at City Hall. Notices of the meeting were sent to the owners of all property within 500 feet of the property, and a sign was posted on the property to announce the date, time, and location of the meeting. Three residents of adjacent single-family neighborhoods attended the neighborhood meeting. All attendees were in support of continuing the reclamation process.

Planning & Zoning Commission Meeting:
Notice for the public hearings before the Planning and Zoning Commission and City Council included a notice mailed to property owners within 500 feet of the property on September 22 nd, and a legal notice published in the Arizona Republic, Southwest Edition, on September 29th. Additionally, the sign that was posted on the property in advance of the neighborhood meeting also included information about the Planning and Zoning Commission and City Council hearings. Staff did not receive any inquiries on the project as a result of these notices.

During a presentation at the Planning and Zoning Commission public hearing, staff explained that the applicant had provided notice the previous day that completion of the reclamation project could take up to ten years instead of the five to seven years previously indicated, but that staff was still recommending a seven-year term for the SUP. Chairman Kish asked why the applicant felt the project could take more than seven years. Staff responded that the traffic study for the current SUP anticipates fewer truck trips per day than the study for the original 2017 SUP and that this could account for the longer timeframe. Staff then deferred the question to the applicant for further clarification. Brian Greathouse of Burch and Cracchiolo (speaking on behalf of Fusaro) explained that the amount of fill coming to the site is a function of the marketplace across the region and arrives at a slower rate as construction activity declines. Chairman Kish asked if Fusaro has needed to remove much material from the site in comparison to the amount being imported. Donny Fetters of Fusaro responded that little has needed to be removed, and that most of the material that did require removal was already there when Fusaro first purchased the site and was removed immediately before the original 2017 SUP was obtained. The Commission had no further questions for either staff or the applicant, and no members of the public came forward to speak. The Commission voted 6-0 to recommend approval of the item.

STAFF FINDINGS
As outlined herein, staff finds the proposed request for Special Use Permit to not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare and that the proposed use is reasonably compatible with uses permitted in the surrounding area.

Attachments

Fusaro Land Reclamation Management Plan
Site Plan for Fusaro Land Reclamation March 2023
Aerial Photo
Project Narrative
Fusaro Staff Presentation
Fusaro Applicant Presentation

Fusaro Land Reclamation

Management Plan

Fusaro LLC

P.O. Box 192

Fort Lupton, CO

80621

Fusaro Land Reclamation

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1.0 Introduction

The Goodyear Land Reclamation operates a land reclamation program on 29.4 acres located in Goodyear, Arizona. This site is a former borrow pit area operation by the Arizona Department of Transportation. The subject of this Management Plan is the filling of this borrow pit and its return to productive land that can be used for a future land use, such as residential development, a water recharge site, or other alternative land use yet to be determined. Fusaro first received a SUP for the Land Reclamation Project ("LRP") on May 8, 2017, and pursuant to stipulation Fusaro is to re-apply for a SUP if the LRP is not completed within five years. The project is currently estimated to be close to 40% complete. The pace of the project is dependent on market forces and based on the current status, Fusaro estimates the LRP will operate for 5-7 more years. Fusaro has already cleaned up what it estimates to be over a thousand piles of debris that were dumped prior to Fusaro's acquisition.

2.0 Operational Certificates and Licenses

The land reclamation project will be operated in accordance with the Management Plan and the Rules and Regulations of the U.S. Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ), Maricopa County, and the City of Goodyear, Arizona. The material to be disposed of is considered inert, non-hazardous construction demolition and other materials such as clean dirt from local site excavations.

3.0 Responsibilities

3.1 Site Manager – Fusaro Land Reclamation

Responsibility for the management of the site rests with the Site Manager. The Site Manager will ensure that the operation of the facility is in accordance with this management plan and meets all of the requirements of its operational certificates and licenses. The Site Manager is also responsible for site safety.

3.2 Site Engineer – TTG

Responsible for the engineering and licensesure aspects of the site. Responsibilities include review and audit of operations on a periodic random basis that incoming inert materials and working face meet management plan criteria including requirements as to materials, placement and cover.

4.0 General Operation

4.1 Site Safety

Detailed safety requirements will be documented in the site safety manual. As a minimum, all personnel are required to have positive identification, a visibility vest, hardhat, and safe

footwear and eye protection. All visitors to the Land Reclamation Project must check in with the operator when they enter the site. Children and pets are to remain in their vehicles while on the site and be under close parental/owner control.

4.2 Site Security

The Land Reclamation site will be fenced and gated. Gate operation is the responsibility of the Site Manager. For liability reasons, the landfill must be secured when site personnel are present on the site. The Site Manager is responsible for Site Security.

4.3 Permitted Materials

The following is a list of permitted materials:

1. Acceptable Inert Materials
    a. ~~Construction and Demolition Debris~~ **
    b. ~~Untreated and treated wood~~ **
    c. ~~Shingles~~ **
    d. ~~Sheetrock (Gypsum/Drywall)~~ *
    e. Plant-Mixed Asphalt (milled or excavated)
    f. ~~PVC piping~~ **
    g. ~~Plastic Buckets (open) less than 10 gallons~~ **
    h. Brick, Concrete and Pearlite
    i. Clean, Uncontaminated Dirt and Gravel
    j. Rock

2. Unacceptable Materials
    a. Burning or smoldering wastes
    b. Hazardous Wastes of any sort
    c. Paper or Cardboard
    d. Used Motor Oil
    e. Batteries
    f. Liquid Wastes
    g. White Goods
    h. Tires
    i. Radio Active Wastes
    j. Wet Sludge's
    k. Aluminum Cans or Empty Chemical Containers
    l. Metal Drums – Unless empty, perforated and crushed
    m. Yard Wastes (Green Wastes)
    n. Automobiles or Automobile parts
    o. Ash (Unless Approved by Site Engineer)
    p. Regulated Medical Wastes

q. Friable Asbestos
r. Electrical Fixtures including transformers
s. Unidentifiable Materials… see General Rule

* Removed from acceptable list by ADEQ effective 7-1-2009
** Removed from acceptable list by ADEQ effective 2-27-2012

General Rule

In general, any materials brought to the Land Reclamation Project that cannot be readily identified by the Land Reclamation Operator or the Site Manager will be immediately rejected and the truck turned away.

5.0 Filling

5.1 Operating Area

The land reclamation site will have a ring access road around the bottom of the working level. The land reclamation site will be developed according to a plan maintained by the Site Engineer and will be the controlling document for the final completion phases of the project.

5.2 Filling Method

The estimated fill rate is 80,000 cubic yards per year. The method for filling will be by progressively end dumping over the edge of previously deposited materials and machine compaction. The Site Manager and the Site Engineer shall devise a plan on a yearly basis, updated quarterly to ensure the working face is minimized and compaction of already deposited materials will be maximized. As the material deposited reaches within 8 feet of maximum fill, an evaluation of final cover plans based on end use will be conducted to ensure adequate geotechnical integrity.

5.3 Leveling and Grading

The landfill material will be leveled weekly using a bulldozer or heavy front end loader. Operators should be expect to use a minimum of 2 passes and then extend or reduce efforts as experience dictates for efficient compaction.

5.4 Cover Materials

Intermediate cover will be stored near the active face. Other materials may be imported to provide improved surface stability or to improve road access.

5.5 Dust Control

It is the responsibility of the Site Manager to ensure all provisions of the Maricopa County Dust Control Permit are met including the accumulation of dirt on the Good year City streets

from the Land Reclamation Project. Any violations of the Dust Control Permit are the sole responsibility of the Site Manager.

6.0 Vector Control

6.1 Vector Control

It is important from a community health perspective that office and domestic waste not be permitted at this land Reclamation project. It is important that the public be kept out of the area to prevent illegal dumping. Should illegal dumping become a concern, security cameras and gate procedures will be enforced. Illegal dumpers will be identified from on site surveillance cameras and charges filled with the local authorities.

6.2 Standing Water

No stagnate ponding of water will be allowed on site as this provides breeding grounds for mosquitoes bearing diseases such as the West Nile Virus.

7.0 Emergency Response

The Fusaro Land Reclamation project will maintain a comprehensive emergency phone list of first responders. This section provides a list of first call numbers:

Site Manager Travis Rivarde 720-755-5251

Site Engineer Mike Jackson, PE 480-292-0247

Goodyear Fire Department 911

Goodyear Police Department 911

7.1 Fire Control

Some elements of Construction Debris (wood) can contain combustible components. The Land Reclamation Operator will be responsible for monitoring the site and keeping watch for the appearance of smoke. If smoke is observed, the Goodyear Fire Department will be called. Vehicles, where possible, will be restricted to covered designated areas. The entire site is a non –smoking area.

8.0 Records and Reporting

The Site Manager will maintain the following records:

- Land Reclamation Management Plan and revisions
- Load Records

- Inspection Records for inspections conducted by Site Engineer and Regulatory Agencies

• Contingency Plan and notification procedures
• Closure and post-Closure plans
• Interpretations of any Monitoring Results
• Copies of Annual Reports

Per stipulations, updates on operations will be provided to the City Engineer Inspector on a monthly basis. An Annual Report will be prepared under the direction of the Site Engineer for submission to the City Engineer, City of Goodyear, Arizona on the 15th of the month following the end of the quarter and on February 15 following the year following the report year.

• Total estimated volume and/or tonnage of material placed in the Land Reclamation Project
• Approved Design Volume vs. Existing Volume
• Remaining Site Life and Capacity
• Operational Plan for next 12 months
• An up to date Management Plan
• A review of the Closure Plan and associated estimated costs

9.0 Land Reclamation Closure Plan

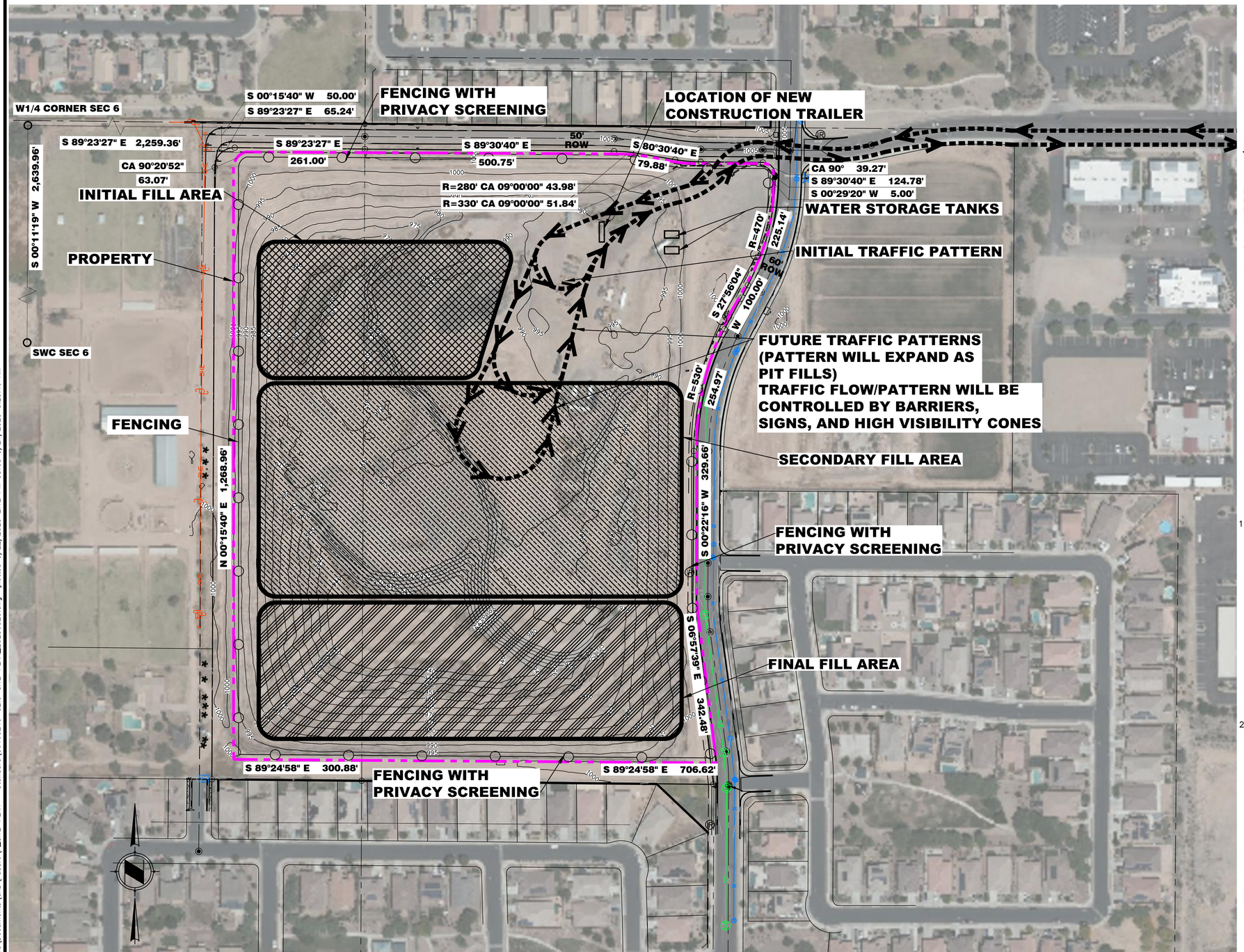
It is estimated the LRP will operate for 5-7 more years. When the LRP reaches final elevation, it will be closed out by performing final topographical studies and creating a final drainage plan. Fusaro will work closely with City Staff during the closing process to ensure optimum engineering best practices are utilized and completed. The put be closed out in accordance with a final closure plan with the design parameters as outlined below. Closure may be facilitated in phases at the discretion of Fusaro Land Reclamation based on operating experience. The basic closure plan will include the following:

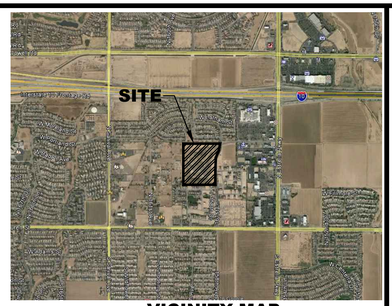
• Waste volumes and area being closed and an anticipated closure date
• A topographic plan showing the final elevation contours of the landfill with drainage controls.
• Design of the final cover including information on topsoil, vegetative cover and erosion prevention controls
• A plan for monitoring settlement and post drainage controls
• An anticipated land development program to return the land to productive use
It is anticipated that the Land Reclamation Closure Plan will be submitted to the City Engineer, City of Goodyear approximately 18 months before closure activities take place.

10.0 Approvals

Donald Fetters
Fusaro LLC

SITE PLAN
FUSARO LAND RECLAMATION
SWC OF W. ROOSEVELT ST. & N. 158TH AVE, GOODYEAR, AZ





VICINITY MAP
N.T.S.

CIVIL ENGINEER
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
11811 N. TATUM BLVD, SUITE 3057
PHOENIX, AZ 85028
PHONE: 602-760-2324
FAX: 602-760-2330
CONTACT: MIKE JACKSON

OWNER
FUSARO LLC
15839 W. ROOSEVELT ST
GOODYEAR, AZ 85338
PHONE:
CONTACT:JAMES RINEHART AND DONNIE FETTERS

APN & ADDRESS
15839 W. ROOSEVELT ST.
GOODYEAR, AZ 85338
APN #500-05-972

SITE AREA
1,280,877 S.F. = 29.404 AC.

PROJECT DATA
15839 W. ROOSEVELT ST.
GOODYEAR, AZ 85338
APN #500-05-972

NOTE
MINIMUM PERIMETER CONSTRUCTION TRAILER SETBACK = 50 FEET

PROJECT DATA

SITE AREA (GROSS=NET):	1,280,877 SF
GENERAL PLAN LAND USE:	NEIGHBORHOOD
ZONING:	AG
OVERLAY DISTRICT:	
BUILDING AREA:	1,100 SQ. FT. CONSTRUCTION TRAILER, WATER TANK
LOT COVERAGE:	.0011%
BUILDING HEIGHT:	13'-6"
NUMBER OF STORIES:	1
CONSTRUCTION TYPE:	TRAILER
AUTOMATIC FIRE SPRINKLER:	
PROPOSED USE:	NEIGHBORHOOD
TOTAL PARKING REQUIRED:	5 SPACES
TOTAL PARKING PROVIDED:	5 SPACES
ACCESSIBLE REQUIRED:	1 SPACES
ACCESSIBLE PROVIDED:	1 SPACES
LANDSCAPE REQUIRED:	NONE
LANDSCAPE PROVIDED:	NONE

SITE PLAN NOTES

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
   d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
   d. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
   e. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   f. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

REVISIONS	Description	Date	By

DESIGNED MG
CHECKED MAJ
APPROVED MAJ

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 38775 MIKE A. JACKSON Date Signed 3-21-23 ARIZONA, U.S.A.

FUSARO LAND RECLAMATION
SWC OF W. ROOSEVELT ST. & N. 158TH AVE, GOODYEAR, AZ
SITE PLAN

Civil & Environmental Consultants, Inc.

JOB NO. 061600210.00
SCALE 1" = 100'
DATE MARCH 2023
SHEETS
SHEET C2.0

Path C:\Users\rreforma\Documents\CAD\Fusaro\F_SITE-PLAN - Standard\06160210-C2.0-SITE-PLAN_20230320.dwg plotted 3/22/2023 2:12 PM saved 3/21/2023 8:25:49 AM

Aerial Exhibit
22-350-00007
Fusaro Land Reclamation Extension

7/19/2023 8:11:46 AM

BURCH & CRACCHIOLO
BCATTORNEYS.COM

BRIAN GREATHOUSE
DIRECT LINE: 602.234.9903
DIRECT FAX: 602.343.7903
E-MAIL: BGREATHOUSE@BCATTORNEYS.COM

May 4, 2023

Development Services Department – Planning and Zoning Division
City of Goodyear
1900 N Civic Square
Goodyear, AZ 85395

RE: SUP Application Narrative
Renew Special Use Permit - Fusaro Land Reclamation Project
SWC of 158th Avenue and Roosevelt Street

Dear Katie:

On behalf of Fusaro, LLC ("Fusaro"), with respect to the approximately 29.4 acres of real property located at the southwest corner of 158th Avenue and Roosevelt Street (the "Site") (see **Exhibit 1**, Aerial Map), we seek to re-apply for a Special Use Permit to allow Fusaro to continue and complete an existing Land Reclamation Project ("LRP") on the Site. The City granted Fusaro a SUP for the LRP on May 8, 2017, and pursuant to stipulation Fusaro is to re-apply for a SUP if the LRP is not completed within five years. See **Exhibit 2**, May 8, 2017 City Council Approval Letter. Below is an overview of the existing Site, surrounding uses, and more detail regarding the status of Fusaro's LRP management and operations.

Overview and Purpose – Special Use Permit Request

Fusaro's Special Use Permit renewal request is necessary for Fusaro to continue and complete the existing LRP, which was an effort to fill an existing excavated pit with excess material hauled off from construction sites around the Valley. The purpose of the LRP is to clean up and eliminate the existing unsightly pit and reclaim the property for a future use that will be compatible with the surrounding area.

The existing pit was originally excavated during the construction of I-10 many years ago. The Site was used as a borrow pit for I-10 freeway construction. The current LRP began more than 15 years ago, sometime prior to 2007. See **Exhibit 3**, Local Aerial from 2007. After obtaining the SUP for the LRP in 2017, Fusaro cleaned up what it estimates to be over a thousand piles of debris that were dumped prior to Fusaro's acquisition. See **Exhibit 4**, Pictures of the material piles as of 2017. Now, there are currently large, organized piles of concrete and other construction debris that are managed by Fusaro. The project is estimated to be close to 40% complete.

Existing Zoning and Surrounding Area

The Site is currently zoned Agriculture (AG). A Zoning Map of the Site is provided at **Exhibit 5**. The properties located west of the Site are zoned Agriculture and are currently being

used for residential and equestrian purposes. Access to the equestrian properties west of the Site is provided to and from Roosevelt Street and the local street network within the residential subdivision to the south. See **Exhibit 6** for existing access points. Primary access to the equestrian properties located west of the Site is provided via Roosevelt Street.

The properties to the north (across Roosevelt Street) and south of the Site are zoned PAD with existing single-family homes. The properties located east of the Site are zoned PAD with single-family homes.

Special Use Permit Criteria

This Special Use Permit renewal request meets the criteria listed in Section 1-3-4 of the Zoning Ordinance as demonstrated below.

1. **Will be desirable or necessary to the public convenience or welfare; and,**

It is in the public's interest for this project to come to completion. The purpose of the LRP is to clean up and fill the pit in order to reclaim the property for future use that will be compatible with the surrounding area. Further, this LRP will mitigate safety issues related to the existing pit with the installation of fencing. Fusaro has already cleaned up an estimated thousand-plus piles of debris that were dumped prior to Fusaro's acquisition

2. **Will be harmonious and compatible with other uses adjacent to and in the vicinity of the selected site or sites;**

Fusaro is reclaiming this land for a neighborhood-compatible use. The properties located west of the Site are zoned Agriculture and are currently being used for residential and equestrian purposes. The properties to the north (across Roosevelt Street) and south of the Site are zoned PAD with existing single-family homes.

3. **Is in conformance with the adopted General Plan and any adopted Area Plans; and,**

As discussed below, this request is supported by several goals and policies of the General Plan.

4. **Will not be detrimental to surrounding properties or persons in the area due to:**

   a) **Impact on the circulation system of the adjacent neighborhood;**

This LRP does not cause a significant amount of traffic. The original TIA found that this LRP will generate a maximum of 200 daily trips (in and out). See **Exhibit 7** which includes a circulation route. As the LRP progresses, circulations routes will adjust accordingly. Fusaro informs companies importing materials to the Site that the preferred truck route is via Roosevelt Street.

   b) **Excessive noise or light generated from within the site;**

The Site is screened by a screen fence located along the perimeter of the Site. In order to provide better screening than a standard chain link fence, which is common for these types of operations,

Fusaro has installed a cloth mesh fence. Fusaro's equipment noise is mitigated by "white noise" backup alarms on equipment. Further, noise is naturally mitigated by the variations in elevation within the interior and exterior portions of the Site. We are not aware of any noise complaints since Fusaro has been operating on the Site.

c) Excessive scale or height in relationship to surrounding properties;

This proposal does not include any buildings.

d) Hours of operation;

This LRP follows all City Code requirements for timing of delivery of material.

e) Inadequate parcel size to provide adequate buffers or mitigation measures to surrounding properties;

The Site is amply sized for buffers and mitigation measures. See "b)" above.

f) Inconsistency with the development character or architecture of the adjacent properties.

The goal of completing this LRP is to facilitate the development of a project consistent with the adjacent properties' character and architecture.

General Plan

The Site is designated Neighborhood on the City's General Plan Land Use Map. Fusaro's LRP supports the Land Use Map designation of Neighborhood by creating a property that will be more compatible with the surrounding neighborhood areas than the existing empty pit with existing piles of dirt and construction debris on the Site. Rather than being a dumping ground, Fusaro is reclaiming this land for a neighborhood compatible use. Fusaro's LRP supports the following goals and policies of the City's General Plan:

<u>Physical Growth and Development – Goal GD-2.</u> 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.

> Fusaro's LRP will result in a property that exceeds the quality of the existing development (an existing pit) and will address the needs of existing and future residents and businesses by reclaiming the land for a use that is more compatible with the surrounding area than the existing condition.

<u>Physical Growth and Development - Goal GD 7.</u> A community that provides for the health and safety of residents and visitors and protects from the hazards of the natural and man-made environment.

Fusaro's LRP will continue to mitigate safety issues related to the existing man-made pit by installation of the mesh fence around the perimeter of the Site and filling the pit with inert materials to reclaim the property for a future sustainable and viable land use.

Community and Cultural Development – Goal CC 1. Vibrant and complete neighborhoods recognized as being pedestrian and family friendly, each with their individual character yet connected and integrated into a cohesive Goodyear.

Fusaro's LRP will revitalize and preserve the neighborhood character of the area by reclaiming the Site for a future use that is compatible with the character of the area.

Economic Development, Goal ED 2. An environment that nurtures locally based employment and economic opportunity.

Fusaro's LRP is an economic opportunity and sustainability practice that will allow the City to see a vacant pit reclaimed for a future use. The unsightly pit will be cleaned up to fit within the character of the area, which has been predominantly developed with single family homes and commercial developments.

Site Plan and Truck Circulation

Fusaro will continue to operate the Site similar to its historical layout. A Preliminary Site Plan showing the truck circulation route, construction trailer and other features of the Site is provided at **Exhibit 7**. As the fill project progresses, circulation routes have and will continue to adjust accordingly. Trucks carrying construction debris and other inert fill materials suitable for this type of project enter the Site at the northeast corner through a gated entrance and check in at a small approximate 1,100 sf construction trailer. After checking in at the construction trailer, the trucks proceed through the pit, looping around and exiting at the same location as where the trucks enter. The Site is screened by a screen fence located along the perimeter of the Site. In order to provide better screening than a standard chain link fence, which is common for these types of operations, Fusaro has installed a cloth mesh fence to screen the operation from outside views. Photos of the existing fence with cloth mesh are attached at **Exhibit 8**, Context Photos.

LRP – Management Plan and Operations

The LRP consists of local construction companies importing construction overburden materials (i.e. excess dirt, concrete, rock, asphalt, etc.) to the Site. Using the proper equipment, Fusaro will fill, compact, and grade the property to reclaim it for future use. During this process, Fusaro works closely with engineers and geotechnical advisors to insure proper standards and compaction levels. A Management Plan is provided at **Appendix A**.

This section summarizes some of the information contained in the Management Plan. The material that is hauled to and disposed of within the LRP includes inert, non-hazardous construction demolition and other materials, such as clean dirt from local site excavations. The Site complies with all Maricopa County dust control permitting and operational requirements, and a water tank is located proximate to the northeast corner of the Site. See **Exhibit 8**, Context Photos.

The method of filling is to progressively end-dump over the edge of previously deposited materials and machine compact the deposited materials. The landfill material is leveled weekly using a bulldozer or heavy front end loader. This limited leveling occurs only during the hours of business operation, consistent with stipulations. Further there is no domestic waste permitted at this LRP. There is no illegal dumping.

Fusaro's equipment noise is mitigated by "white noise" backup alarms on equipment, which eliminate the noise of backup alarms on Fusaro's equipment so there will not be the typical beeping noise when Fusaro's equipment is driving in reverse. Further, noise is naturally mitigated by the variations in elevation within the interior and exterior portions of the Site. Fusaro's equipment operates at a much lower elevation than the existing finished elevations surrounding the Site. These elevation differences create earth buffers to mitigate noise. Many of the surrounding properties also have existing masonry walls along their perimeters, which further mitigate any noise concerns. Critically, we are not aware of any noise complaints since Fusaro initiated its operation.

Further, we understand that Fusaro informs companies importing materials to the Site that the preferred truck route is via Roosevelt Street. As such, the trip distribution model that has been prepared by Fusaro's traffic engineer provides that 95% of the truck traffic comes to and from Roosevelt Street.

Completing and Closing the Land Reclamation Project

The pace of the project is dependent on market forces and based on the current status, we estimate the LRP will operate for 5-7 more years. When the LRP reaches final elevation, it will be closed out by performing final topographical studies and creating a final drainage plan. We will work closely with City Staff during the closing process to ensure optimum engineering best practices are utilized and completed.

Status of Compliance with Stipulations

Fusaro has substantially complied with the stipulations set forth in the City's May 9, 2017 letter granting the LRP SUP and we look forward to discussing Fusaro's progress on the Site.

Fusaro's is reclaiming an unsightly prior ADOT borrow pit into a usable property. If you have any questions or require any additional information, I can be reached at (602) 234-9903.

Thank you.

Very truly yours,
BURCH & CRACCHIOLO, P.A.

Brian Greathouse ml

Brian Greathouse
For the Firm

Attachments

EXHIBIT 1

Map

5/6/2022 6:17:33 AM

EXHIBIT 2

City of Goodyear
Development Services Department, Planning and Zoning Division

May 9, 2017

Brian Greathouse
Burch & Cracchiolo, P.A.
702 E. Osborn Road, Suite 200
Phoenix, Arizona 85014

RE: FUSARO LAND RECLAMATION SPECIAL USE PERMIT
SWC OF ROOSEVELT STREET & 158TH AVENUE
CITY COUNCIL APPROVAL
CASE NO. 17-350-00001, COAC NO.17-6058

Dear Mr. ~~Greathouse~~: Brian -

This letter serves to inform you that at their meeting of May 8, 2017, the City Council approved a Special Use Permit for an Inert Material Landfill to allow for the reclamation of an existing public project borrow pit at the southwest corner of Roosevelt Street and 158th Avenue, subject to the following stipulations:

1. The Special Use Permit shall not become effective until Ordinance No. 17-1342 becomes effective.

2. Prior to issuance of any permit for onsite work, the owner/operator shall be required to contract a certified Geotechnical Engineer experienced with land creation. The Geotechnical Engineer shall stipulate and oversee all testing necessary to ensure that existing and future conditions of the property have, and will have, adequate compaction for future development of the site. The Geotechnical Engineer shall provide recommendations for any repair of existing conditions, for the processing, placement, compaction, and testing of future materials, so as to provide acceptable subgrade for development of any future buildings. The recommendations shall include what type and frequency of inspections shall be conducted. These recommendations shall be provided to the City of Goodyear in a report that will be reviewed by a 3rd party, and if found acceptable, approved by the City Engineer. Owner shall comply with all recommendations of the Geotechnical Engineer. Upon approval of the recommendations, the Geotechnical Engineer shall designate who shall perform the inspections (must be a credentialed inspector), and submit the reviewed inspection reports with a sealed letter indicating compliance of recommendations has been followed bi-annually throughout the duration of the project to the City Engineer. The Geotechnical Engineer shall provide direction on how to correct any deficiencies identified in the reporting and verify compliance with approved recommendations has been restored. This protocol shall remain in place throughout the duration of the project. All operations shall be in conformance with the approved report;

3. Prior to the issuance of any permit for onsite work, the owner/operator shall pave the portion of Roosevelt Street west of 158th Avenue, up to the western most edge of the construction entrance. Prior to obtaining a grading permit, Roosevelt paving plans must be review and approved by the Engineering Department;

4. Prior to the issuance of any permit for onsite work, the owner/operator shall remove all materials that have been dumped outside of the perimeter fence;

5. Prior to the issuance of any permit for onsite work, the owner/operator shall place "No Parking" signs on the Roosevelt Street right-of-way west of 158th Avenue leading to Wade Acres;

6. If necessary, as determined by the Zoning Administrator, the owner/operator shall relocate a portion of the perimeter fence to the outside boundary of the project site to ensure that no illegal dumping occurs outside of the fenced area;

7. Prior to the commencement of any onsite work, the owner/operator shall attach the heavy black cloth mesh (a sample of which was provided to the city) to the chain link fence around the entire project site;

8. The owner/operator shall maintain the perimeter fence and cloth mesh in good condition, and shall control access to the site at all times to only authorized personnel and delivery of material;

9. Fill operations shall be in strict compliance with the Goodyear Land Reclamation Management Plan prepared by Fusaro LLC. Updates on operations shall be provided to the City Engineering Inspector on a monthly basis;

10. The approved traffic circulation plan must be followed. Site ingress and egress shall be on West Roosevelt Street only;

11. The owner/operator shall strictly observe the following schedule:

    a. Crushing & Sorting Material

        i. First 60 days after grading permit: 9am-5pm, Monday through Friday

        ii. After first 60 days: 10am-3pm, Monday through Friday

    b. Delivery of Material

        i. October 16th through April 14th (per City Code winter period): 7am-5pm, Monday through Saturday (No Sundays)

        ii. April 15th through October 15th (per City Code summer period): 6am-5pm, Monday through Friday, 7 am to 5 pm, Saturday (No Sundays)

12. Prior to the commencement of any onsite work, the owner/operator shall install and maintain a permanent track-out pad that is compliant with AZPDES requirements;

13. The Special Use Permit is for land reclamation involving inert materials exclusively. No other landfill activities are included in the Special Use Permit and are not approved by the city. The land reclamation operation shall comply with city, county, and state requirements;

14. The owner/operator shall be responsible for ensuring that no materials are dumped outside the fence. Any such materials shall be removed immediately by the owner/operator;

15. "White noise" back-up alarms shall be used on all Fusaro equipment;

16. The decibel level at the property lines must be maintained at 65dB or lower. If the City receives at least 5 complaints within a 30-day period regarding noise from residents within 500-feet of the subject property, the City will measure the noise level. If the City finds the decibel level is higher than 65dB, then the developer will have to provide a noise study and implement mitigation measures to ensure the noise level is at 65dB or lower. The City will measure the noise level after mitigation measures have been enacted;

17. A site plan amendment shall be required under the circumstances listed below. When a site plan amendment is triggered, a site plan application, updated traffic study, and any documents typically required for a site plan amendment will be submitted to the City for review and approval and owner shall comply with the terms of the site approval.
    a. The construction trailer is moved
    b. The approved traffic plan must be amended
    c. If operations are not in conformance with an applicable city regulation, or stipulation of approval, and modifications to the site are required to bring operations into conformance
    d. Other site improvements or changes that typically trigger a site plan review as described by the Zoning Ordinance;

18. Land reclamation operations shall be suspended immediately upon notification by the city, county, or state of any operational violations. Land reclamation operations may resume if the violation is remediated within 5 business days, or as otherwise authorized by the Zoning Administrator. If the violation is not remediated, the Special Use Permit shall be revoked; and,

19. Provided the land reclamation operations occur without a violation of any city, county, or state regulation, the Special Use Permit shall be valid for a period of five (5) years from the date of City Council approval of the permit. If the land reclamation operations are not complete at the end of the 5 year period, the owner/operator will need to re-apply for a Special Use Permit to resume operations.

If you have any questions, please don't hesitate to call me at 623.882.7930 or email me at karen.craver@goodyearaz.gov.

Sincerely,
THE CITY OF GOODYEAR

Karen M. Craver

Karen M. Craver, AICP
Planner III

C: Donnie Fetters, Fusaro, LLC
James Rinehart, Fusaro, LLC
Mike Jackson, TTG
Development Review Committee

EXHIBIT 3

Historical Aerial Photography

2007

EXHIBIT 4

EXHIBIT 5

Zoning Map

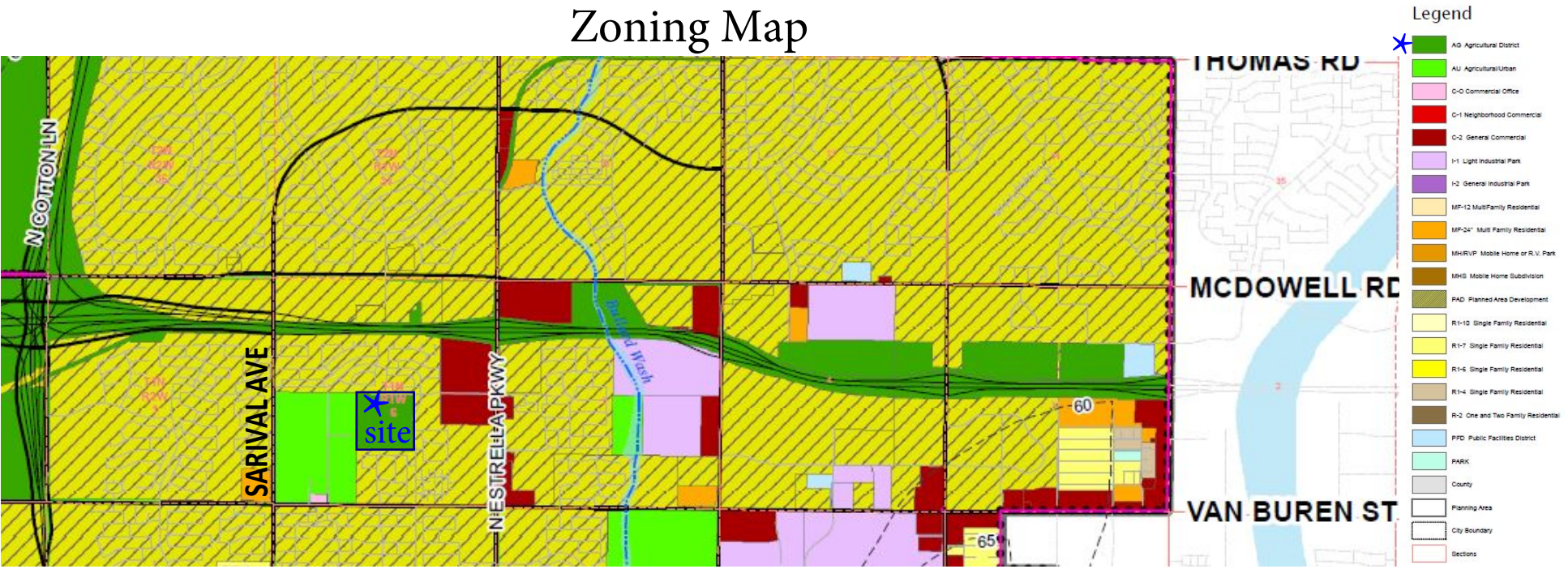
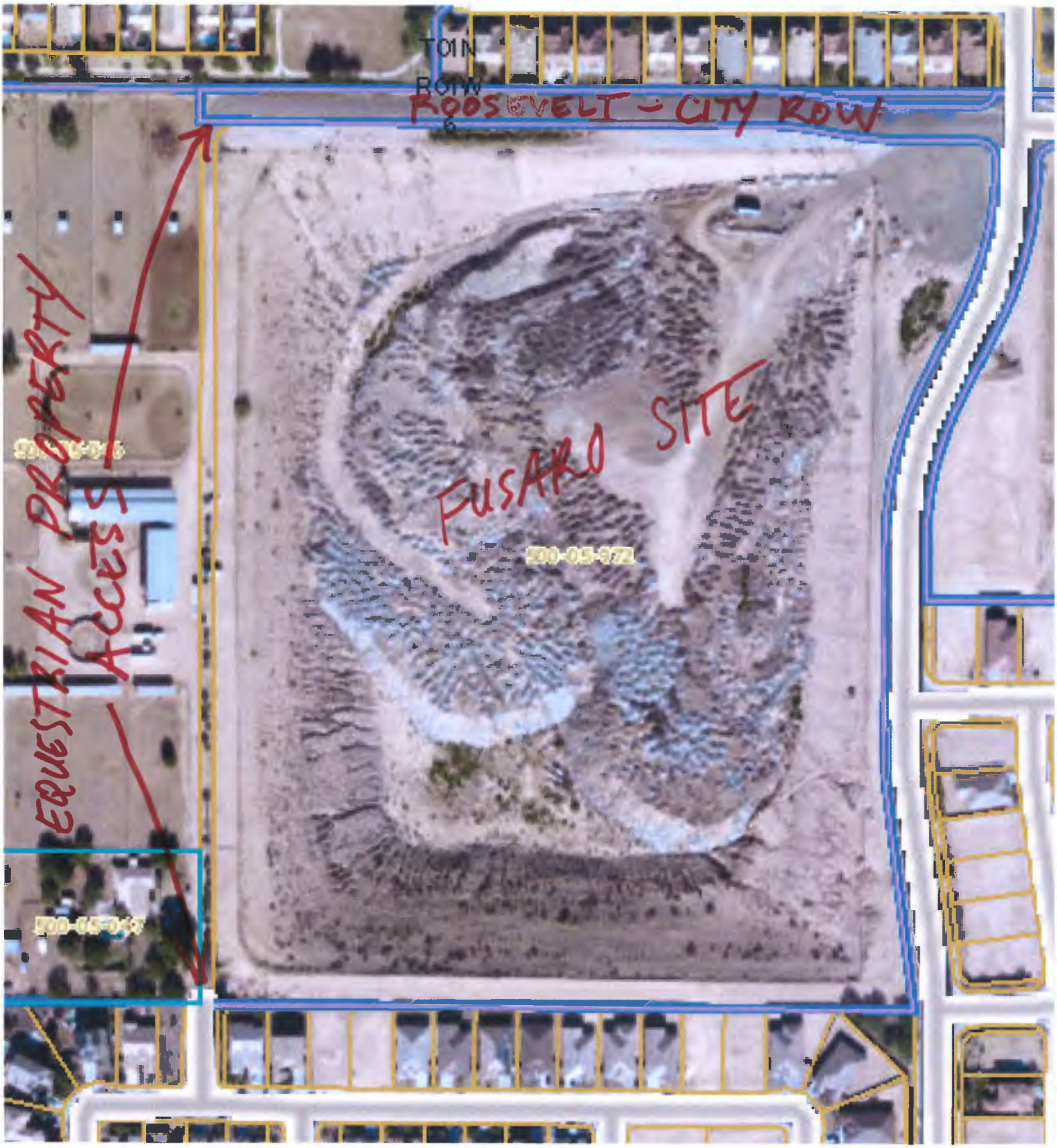

THOMAS RD
MCDOWELL RD
VAN BUREN ST
N COTTON LN
SARIVAL AVE
N ESTRELLA PKWY
Pollard Wash
site
60
65
Legend
AG Agricultural District
AU Agricultural/Urban
C-O Commercial Office
C-1 Neighborhood Commercial
C-2 General Commercial
I-1 Light Industrial Park
I-2 General Industrial Park
MF-12 MultiFamily Residential
MF-24* Multi Family Residential
MH/RVP Mobile Home or R.V. Park
MHS Mobile Home Subdivision
PAD Planned Area Development
R1-10 Single Family Residential
R1-7 Single Family Residential
R1-5 Single Family Residential
R1-4 Single Family Residential
R-2 One and Two Family Residential
PFD Public Facilities District
PARK
County
Planning Area
City Boundary
Sections

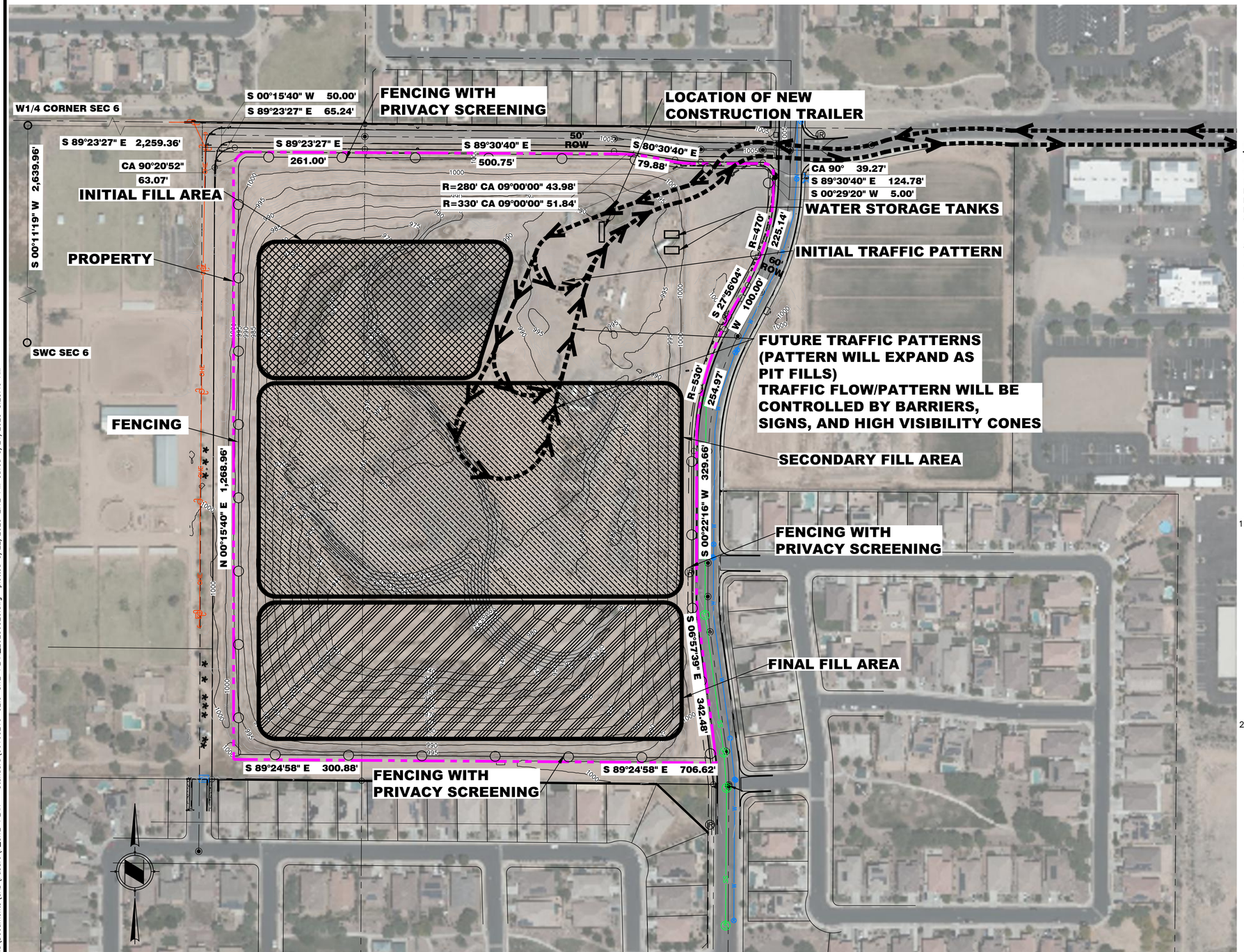
EXHIBIT 6

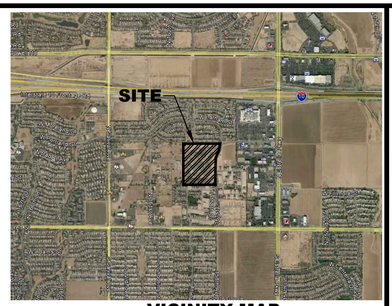

T01N
R01W
6
ROOSEVELT - CITY ROW
EQUESTRIAN PROPERTY
ACCESS
FUSARO SITE
200-05-072

N

EXHIBIT 7

SITE PLAN
FUSARO LAND RECLAMATION
SWC OF W. ROOSEVELT ST. & N. 158TH AVE, GOODYEAR, AZ





VICINITY MAP
N.T.S.

CIVIL ENGINEER
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
11811 N. TATUM BLVD, SUITE 3057
PHOENIX, AZ 85028
PHONE: 602-760-2324
FAX: 602-760-2330
CONTACT: MIKE JACKSON

OWNER
FUSARO LLC
15839 W. ROOSEVELT ST
GOODYEAR, AZ 85338
PHONE:
CONTACT:JAMES RINEHART AND DONNIE FETTERS

APN & ADDRESS
15839 W. ROOSEVELT ST.
GOODYEAR, AZ 85338
APN #500-05-972

SITE AREA
1,280,877 S.F. = 29.404 AC.

PROJECT DATA
15839 W. ROOSEVELT ST.
GOODYEAR, AZ 85338
APN #500-05-972

NOTE
MINIMUM PERIMETER CONSTRUCTION TRAILER SETBACK = 50 FEET

PROJECT DATA

SITE AREA (GROSS=NET):	1,280,877 SF
GENERAL PLAN LAND USE:	NEIGHBORHOOD
ZONING:	AG
OVERLAY DISTRICT:	
BUILDING AREA:	1,100 SQ. FT. CONSTRUCTION TRAILER, WATER TANK
LOT COVERAGE:	.0011%
BUILDING HEIGHT:	13'-6"
NUMBER OF STORIES:	1
CONSTRUCTION TYPE:	TRAILER
AUTOMATIC FIRE SPRINKLER:	
PROPOSED USE:	NEIGHBORHOOD
TOTAL PARKING REQUIRED:	5 SPACES
TOTAL PARKING PROVIDED:	5 SPACES
ACCESSIBLE REQUIRED:	1 SPACES
ACCESSIBLE PROVIDED:	1 SPACES
LANDSCAPE REQUIRED:	NONE
LANDSCAPE PROVIDED:	NONE

SITE PLAN NOTES

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
   d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
   d. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
   e. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   f. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

REVISIONS	Description	Date	By

DESIGNED MG
CHECKED MAJ
APPROVED MAJ

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 38775 MIKE A. JACKSON Date Signed 3-21-23 ARIZONA, U.S.A.

FUSARO LAND RECLAMATION
SWC OF W. ROOSEVELT ST. & N. 158TH AVE, GOODYEAR, AZ
SITE PLAN

Civil & Environmental Consultants, Inc.

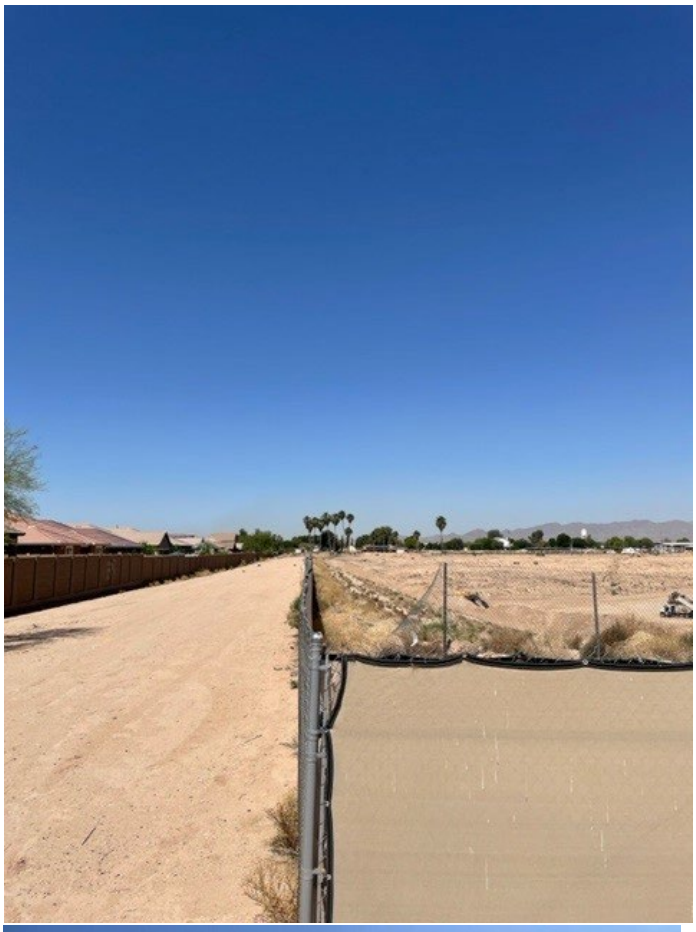
JOB NO. 061600210.00
SCALE 1" = 100'
DATE MARCH 2023
SHEETS
SHEET C2.0

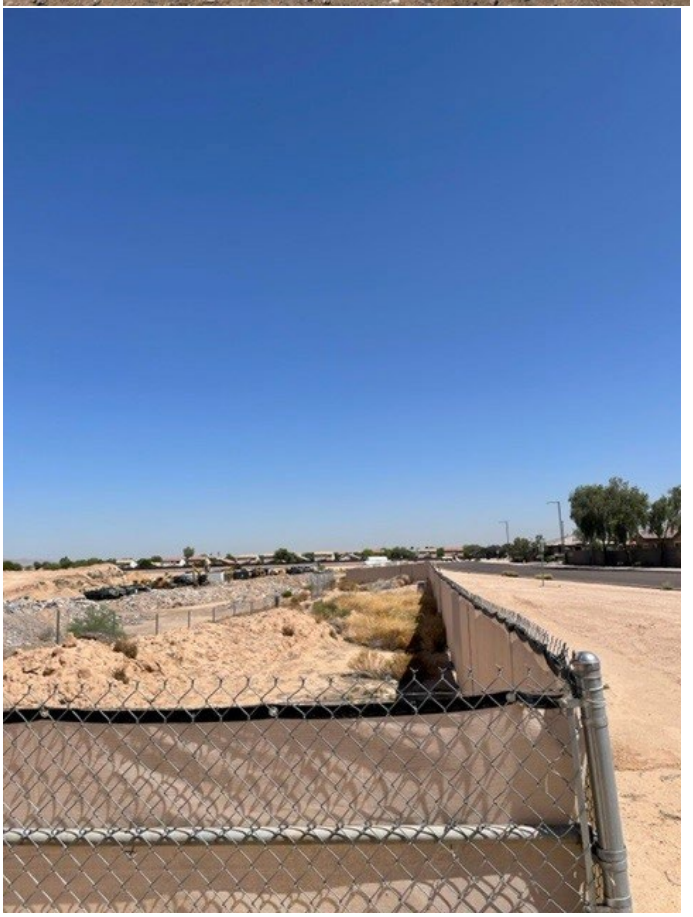
Path C:\Users\rreforma\Documents\CAD\Fusaro\F_SITE-PLAN - Standard\06160210-C2.0-SITE-PLAN_20230320.dwg plotted 3/22/2023 2:12 PM saved 3/21/2023 8:25:49 AM

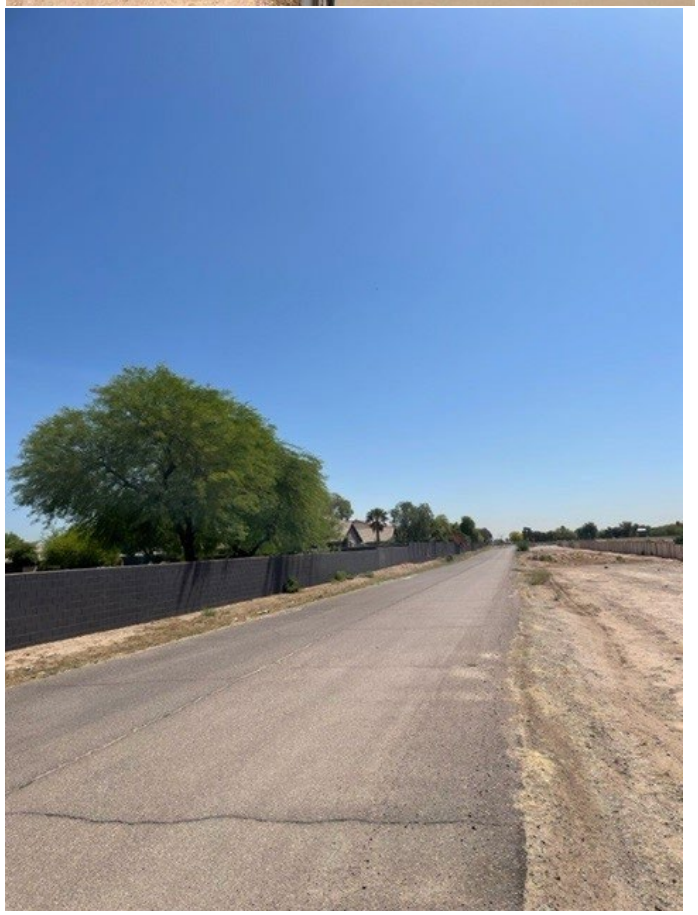
EXHIBIT 8

Mesh Fence

FUSARO
D.B.A. GOODYEAR LAN
FACILITY ID:
SITE MANAGER
TRAVIS RIVARDE
DUST COMPLAINTS?
COUNTY AIR QUALITY

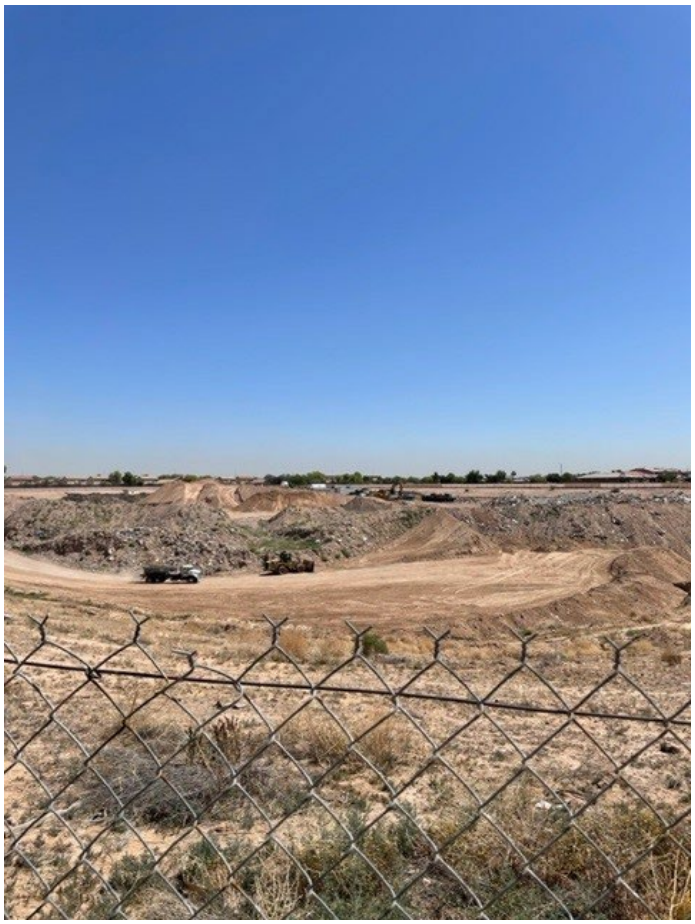






Water Tank

Operations



APPENDIX A

Fusaro Land Reclamation

Management Plan

Fusaro LLC

P.O. Box 192

Fort Lupton, CO

80621

Fusaro Land Reclamation

Table of Contents

1. Introduction

2. Operational Certificates and Licenses

3. Responsibilities
- **3.1 Site Manager**
- **3.2 Site Engineer**

4. General Operation
- **4.1 Site Safety**
- **4.2 Site Security**
- **4.3 Permitted Materials**

5. Filling
- **5.1 Operating Area**
- **5.2 Filling Method**
- **5.3 Leveling and Grading**
- **5.4 Cover Materials**
- **5.5 Dust Control**

6. Environmental Monitoring
- **6.1 Vector Control**
- **6.2 Standing Water**

7. Emergency Response
- **7.1 Fire Control**

8. Records and Reporting

9. Land Reclamation Closure Plan

10. Approvals

1.0 Introduction

The Goodyear Land Reclamation operates a land reclamation program on 29.4 acres located in Goodyear, Arizona. This site is a former borrow pit area operation by the Arizona Department of Transportation. The subject of this Management Plan is the filling of this borrow pit and its return to productive land that can be used for a future land use, such as residential development, a water recharge site, or other alternative land use yet to be determined. Fusaro first received a SUP for the Land Reclamation Project ("LRP") on May 8, 2017, and pursuant to stipulation Fusaro is to re-apply for a SUP if the LRP is not completed within five years. The project is currently estimated to be close to 40% complete. The pace of the project is dependent on market forces and based on the current status, Fusaro estimates the LRP will operate for 5-7 more years. Fusaro has already cleaned up what it estimates to be over a thousand piles of debris that were dumped prior to Fusaro's acquisition.

2.0 Operational Certificates and Licenses

The land reclamation project will be operated in accordance with the Management Plan and the Rules and Regulations of the U.S. Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ), Maricopa County, and the City of Goodyear, Arizona. The material to be disposed of is considered inert, non-hazardous construction demolition and other materials such as clean dirt from local site excavations.

3.0 Responsibilities

3.1 Site Manager – Fusaro Land Reclamation

Responsibility for the management of the site rests with the Site Manager. The Site Manager will ensure that the operation of the facility is in accordance with this management plan and meets all of the requirements of its operational certificates and licenses. The Site Manager is also responsible for site safety.

3.2 Site Engineer – TTG

Responsible for the engineering and licensesure aspects of the site. Responsibilities include review and audit of operations on a periodic random basis that incoming inert materials and working face meet management plan criteria including requirements as to materials, placement and cover.

4.0 General Operation

4.1 Site Safety

Detailed safety requirements will be documented in the site safety manual. As a minimum, all personnel are required to have positive identification, a visibility vest, hardhat, and safe

footwear and eye protection. All visitors to the Land Reclamation Project must check in with the operator when they enter the site. Children and pets are to remain in their vehicles while on the site and be under close parental/owner control.

4.2 Site Security

The Land Reclamation site will be fenced and gated. Gate operation is the responsibility of the Site Manager. For liability reasons, the landfill must be secured when site personnel are present on the site. The Site Manager is responsible for Site Security.

4.3 Permitted Materials

The following is a list of permitted materials:

1. Acceptable Inert Materials
    a. ~~Construction and Demolition Debris~~ **
    b. ~~Untreated and treated wood~~ **
    c. ~~Shingles~~ **
    d. ~~Sheetrock (Gypsum/Drywall)~~ *
    e. Plant-Mixed Asphalt (milled or excavated)
    f. ~~PVC piping~~ **
    g. ~~Plastic Buckets (open) less than 10 gallons~~ **
    h. Brick, Concrete and Pearlite
    i. Clean, Uncontaminated Dirt and Gravel
    j. Rock

2. Unacceptable Materials
    a. Burning or smoldering wastes
    b. Hazardous Wastes of any sort
    c. Paper or Cardboard
    d. Used Motor Oil
    e. Batteries
    f. Liquid Wastes
    g. White Goods
    h. Tires
    i. Radio Active Wastes
    j. Wet Sludge's
    k. Aluminum Cans or Empty Chemical Containers
    l. Metal Drums – Unless empty, perforated and crushed
    m. Yard Wastes (Green Wastes)
    n. Automobiles or Automobile parts
    o. Ash (Unless Approved by Site Engineer)
    p. Regulated Medical Wastes

q. Friable Asbestos
r. Electrical Fixtures including transformers
s. Unidentifiable Materials… see General Rule

* Removed from acceptable list by ADEQ effective 7-1-2009
** Removed from acceptable list by ADEQ effective 2-27-2012

General Rule

In general, any materials brought to the Land Reclamation Project that cannot be readily identified by the Land Reclamation Operator or the Site Manager will be immediately rejected and the truck turned away.

5.0 Filling

5.1 Operating Area

The land reclamation site will have a ring access road around the bottom of the working level. The land reclamation site will be developed according to a plan maintained by the Site Engineer and will be the controlling document for the final completion phases of the project.

5.2 Filling Method

The estimated fill rate is 80,000 cubic yards per year. The method for filling will be by progressively end dumping over the edge of previously deposited materials and machine compaction. The Site Manager and the Site Engineer shall devise a plan on a yearly basis, updated quarterly to ensure the working face is minimized and compaction of already deposited materials will be maximized. As the material deposited reaches within 8 feet of maximum fill, an evaluation of final cover plans based on end use will be conducted to ensure adequate geotechnical integrity.

5.3 Leveling and Grading

The landfill material will be leveled weekly using a bulldozer or heavy front end loader. Operators should be expect to use a minimum of 2 passes and then extend or reduce efforts as experience dictates for efficient compaction.

5.4 Cover Materials

Intermediate cover will be stored near the active face. Other materials may be imported to provide improved surface stability or to improve road access.

5.5 Dust Control

It is the responsibility of the Site Manager to ensure all provisions of the Maricopa County Dust Control Permit are met including the accumulation of dirt on the Good year City streets

from the Land Reclamation Project. Any violations of the Dust Control Permit are the sole responsibility of the Site Manager.

6.0 Vector Control

6.1 Vector Control

It is important from a community health perspective that office and domestic waste not be permitted at this land Reclamation project. It is important that the public be kept out of the area to prevent illegal dumping. Should illegal dumping become a concern, security cameras and gate procedures will be enforced. Illegal dumpers will be identified from on site surveillance cameras and charges filled with the local authorities.

6.2 Standing Water

No stagnate ponding of water will be allowed on site as this provides breeding grounds for mosquitoes bearing diseases such as the West Nile Virus.

7.0 Emergency Response

The Fusaro Land Reclamation project will maintain a comprehensive emergency phone list of first responders. This section provides a list of first call numbers:

Site Manager Travis Rivarde 720-755-5251

Site Engineer Mike Jackson, PE 480-292-0247

Goodyear Fire Department 911

Goodyear Police Department 911

7.1 Fire Control

Some elements of Construction Debris (wood) can contain combustible components. The Land Reclamation Operator will be responsible for monitoring the site and keeping watch for the appearance of smoke. If smoke is observed, the Goodyear Fire Department will be called. Vehicles, where possible, will be restricted to covered designated areas. The entire site is a non –smoking area.

8.0 Records and Reporting

The Site Manager will maintain the following records:

- Land Reclamation Management Plan and revisions
- Load Records

- Inspection Records for inspections conducted by Site Engineer and Regulatory Agencies

• Contingency Plan and notification procedures
• Closure and post-Closure plans
• Interpretations of any Monitoring Results
• Copies of Annual Reports

Per stipulations, updates on operations will be provided to the City Engineer Inspector on a monthly basis. An Annual Report will be prepared under the direction of the Site Engineer for submission to the City Engineer, City of Goodyear, Arizona on the 15th of the month following the end of the quarter and on February 15 following the year following the report year.

• Total estimated volume and/or tonnage of material placed in the Land Reclamation Project
• Approved Design Volume vs. Existing Volume
• Remaining Site Life and Capacity
• Operational Plan for next 12 months
• An up to date Management Plan
• A review of the Closure Plan and associated estimated costs

9.0 Land Reclamation Closure Plan

It is estimated the LRP will operate for 5-7 more years. When the LRP reaches final elevation, it will be closed out by performing final topographical studies and creating a final drainage plan. Fusaro will work closely with City Staff during the closing process to ensure optimum engineering best practices are utilized and completed. The put be closed out in accordance with a final closure plan with the design parameters as outlined below. Closure may be facilitated in phases at the discretion of Fusaro Land Reclamation based on operating experience. The basic closure plan will include the following:

• Waste volumes and area being closed and an anticipated closure date
• A topographic plan showing the final elevation contours of the landfill with drainage controls.
• Design of the final cover including information on topsoil, vegetative cover and erosion prevention controls
• A plan for monitoring settlement and post drainage controls
• An anticipated land development program to return the land to productive use
It is anticipated that the Land Reclamation Closure Plan will be submitted to the City Engineer, City of Goodyear approximately 18 months before closure activities take place.

10.0 Approvals

Donald Fetters
Fusaro LLC

Fusaro Land Reclamation Extension Special Use Permit

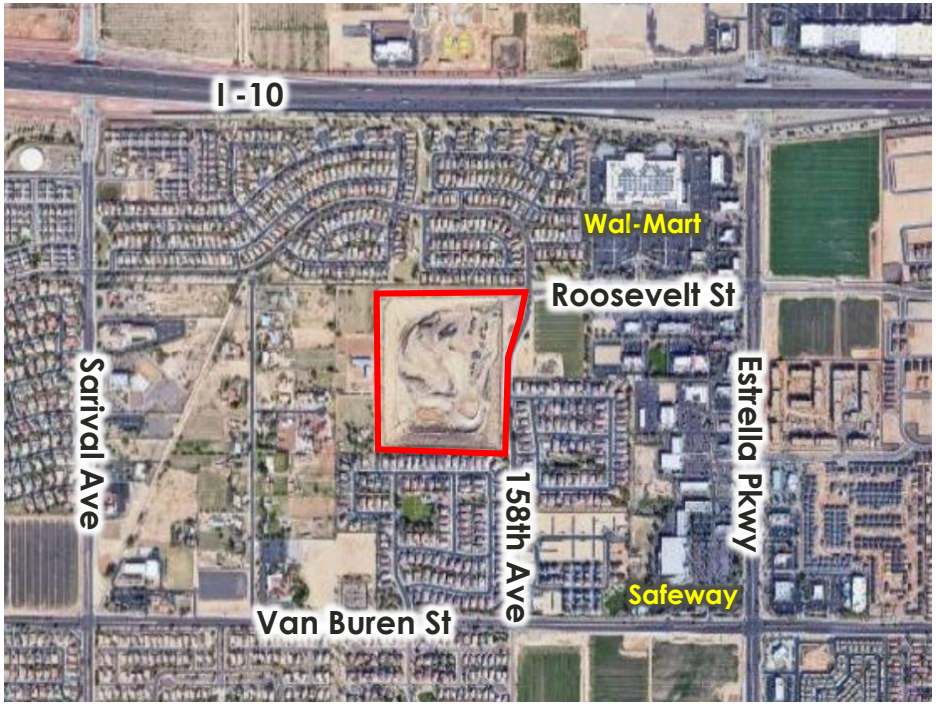
City Council Meeting

October 30, 2023

Location

FUSARO SUP

- Central Goodyear
  - SWC of 158th Avenue and Roosevelt Street
  - Approximately 29.4 Acres
  - Currently zoned Agricultural (AG) and Planned Area Development (PAD)



Background & Previous Actions

FUSARO SUP

"Borrow pit"- fill material for I-10 construction

In 2017:

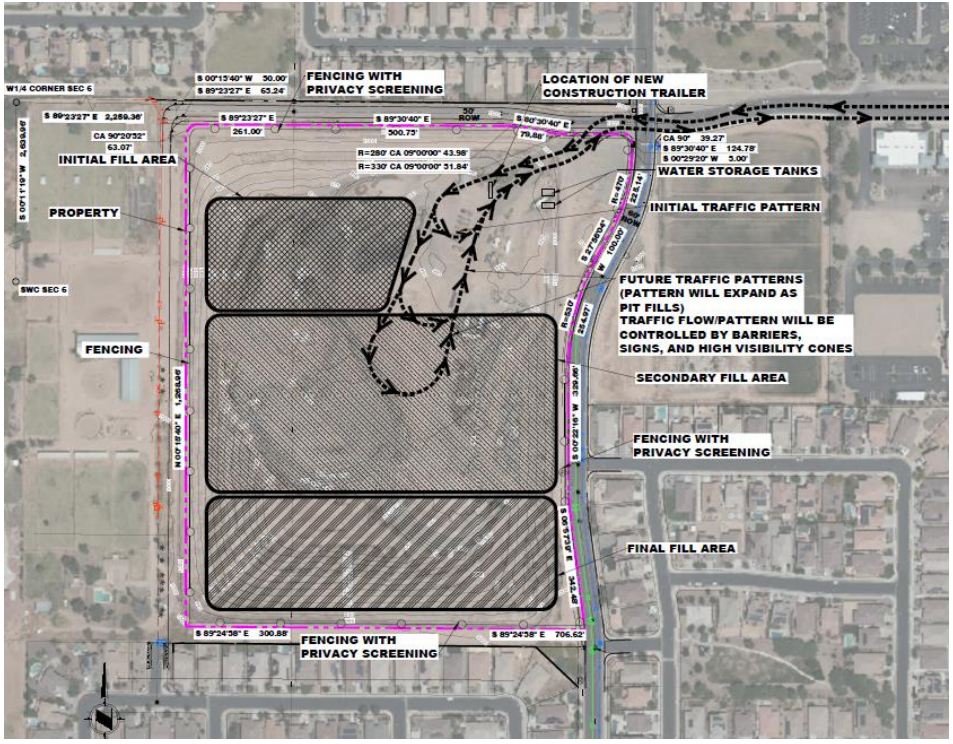
- Zoning Ordinance amended to allow inert material landfills to facilitate land reclamation of public project borrow pits, in any zoning district, with SUP approval

- The original Fusaro SUP was approved; valid for five years

Proposal

FUSARO SUP

- Cleanup of existing materials
- Trucks import materials to site via Roosevelt
- Only inert, non-hazardous materials
- When deposited material approaches max fill, evaluation of final cover plans to occur



Public Participation

FUSARO SUP

- Neighborhood meeting 7/6/23
  - Three attendees; all in support of continuing reclamation process
- Sign posted at property w/hearing dates; no inquiries
- Legal ad published w/hearing dates; no inquiries

Planning Commission

FUSARO SUP

- Planning Commission meeting on October 18, 2023
- Applicant assisted with questions about timeframe for completion and amount of material removed from the site
- No public comments
- Commission voted 6-0 to recommend approval to Council

Staff Findings

FUSARO SUP

- Continued reclamation of property will restore site for uses that are compatible with neighborhood

- Adheres to ZO evaluation criteria for an SUP, with the recommended stipulations of approval

Recommendation

FUSARO SUP

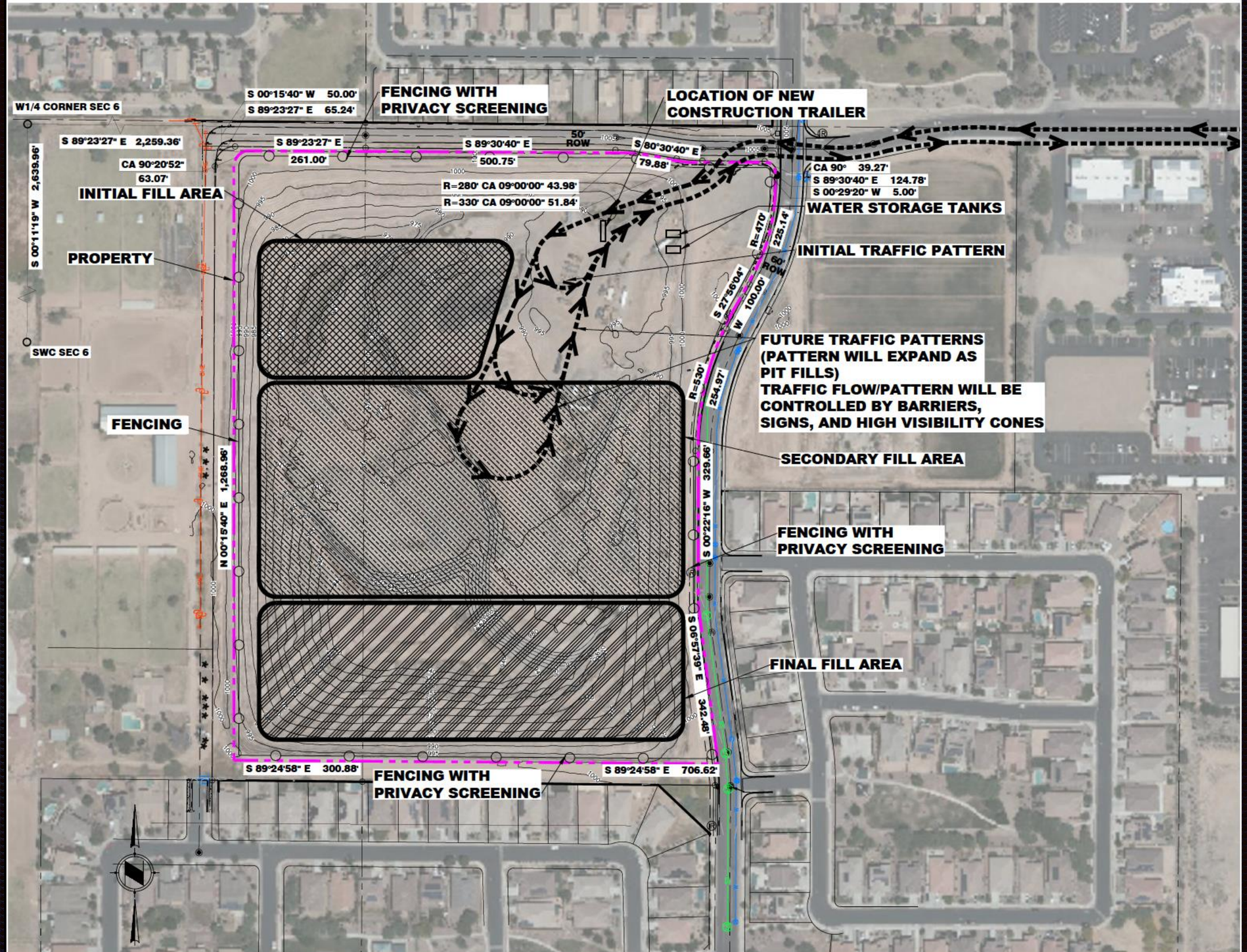
Staff recommends approval of the SUP with stipulations

CITY OF
Goodyear

Fusaro Land Reclamation Project

SWC of 158th Avenue & Roosevelt Street
City Council
October 30, 2023

SITE
N SARIVAL AVE
N ESTRELLA PKWY
W VAN BUREN ST
Maricopa County G.O., Maricopa County Assessor's Office


W1/4 CORNER SEC 6
S 00°15'40" W 50.00'
S 89°23'27" E 65.24'
FENCING WITH PRIVACY SCREENING
LOCATION OF NEW CONSTRUCTION TRAILER
S 89°23'27" E 2,259.36'
S 89°23'27" E 261.00'
S 89°30'40" E 500.75'
50' ROW
S 80°30'40" E 79.88'
CA 90°20'52" 63.07'
INITIAL FILL AREA
R=280' CA 09°00'00" 43.98'
R=330' CA 09°00'00" 51.84'
CA 90° 39.27'
S 89°30'40" E 124.78'
S 00°29'20" W 5.00'
WATER STORAGE TANKS
S 00°11'19" W 2,639.96'
PROPERTY
R=470'
225.14'
INITIAL TRAFFIC PATTERN
60' ROW
S 27°56'04" W 100.00'
SWC SEC 6
FUTURE TRAFFIC PATTERNS (PATTERN WILL EXPAND AS PIT FILLS)
TRAFFIC FLOW/PATTERN WILL BE CONTROLLED BY BARRIERS, SIGNS, AND HIGH VISIBILITY CONES
R=530'
254.97'
FENCING
N 00°15'40" E 1,268.96'
SECONDARY FILL AREA
S 00°22'16" W 329.66'
FENCING WITH PRIVACY SCREENING
S 06°57'39" E 342.48'
FINAL FILL AREA
S 89°24'58" E 300.88'
FENCING WITH PRIVACY SCREENING
S 89°24'58" E 706.62'

Background & Purpose

- The existing pit was excavated during the construction of I-10 & used as a borrow pit for I-10 freeway construction
- The current Land Reclamation Project ("LPR") began prior to 2007
- The purpose is to clean up and eliminate the pit, so the property can be utilized

History & Status

- Fusaro was granted a Special Use Permit during May 2017 to complete this LPR
- A condition of approval was to re-apply if not completed in 5 years
- Fusaro has cleaned up 1,000+ piles of debris that were previous dumped
- Currently, the site has large organized piles of concrete and construction debris
- The LPR is estimated to be 40% complete (approximately 5-10 more years depending on the fill rate)

Operations

- Fusaro utilizes construction material (dirt, concrete, rock, asphalt) to fill, compact, and grade the property
- Fusaro works closely with engineers and geotechnical advisors to insure proper standards
- Local construction companies haul material to the Fusaro site, the materials are dumped and then leveled weekly

Request City Council’s Approval in Accordance with Planning Commission and Staff’s Recommendations.

Thank you!

2007

2017

Recent Photos with Mesh Fence

ITEM #: 11.
DATE: 10/30/2023
AI #:1696

CITY COUNCIL ACTION REPORT

SUBJECT: GOODYEAR MUNICIPAL COMPLEX REZONE

STAFF PRESENTER(S): Ann Dolmage, Senior Planner

SUMMARY

This is a public hearing followed by a vote for a request to rezone an approximately 17.6-acre site located at the southeast corner of West Van Buren Street and North 145th Avenue, from I-1 (Light Industrial Park) to PFD (Public Facilities District) with a PAD (Planned Area Development) Overlay.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

Sense of Community

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2353 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1594 REZONING APPROXIMATELY 17.6 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF 145TH AVENUE AND VAN BUREN STREET FROM I-1 (LIGHT INDUSTRIAL PARK) TO PAD (PLANNED AREA DEVELOPMENT) WITH UNDERLYING PFD (PUBLIC FACILITIES DISTRICT) ZONING AND A PAD (PLANNED AREA DEVELOPMENT) OVERLAY.

2. ADOPT ORDINANCE NO. 2023-1594 CONDITIONALLY REZONING APPROXIMATELY 17.6 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF VAN BUREN STREET AND 145TH AVENUE FROM I-1 (LIGHT INDUSTRIAL PARK) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING OF PFD (PUBLIC FACILITIES DISTRICT) WITH A PAD (PLANNED AREA DEVELOPMENT) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; 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. (Ann Dolmage, Senior Planner)

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The subject property (Property) is located at the southeast corner of West Van Buren Street and North 145th Avenue and is approximately 17.6 acres in size. The Property was annexed into the city on April 19, 1981, with City Council approval of Ordinance No. 1981-0130. At the time of annexation, the Property was given an AU (Agricultural Urban) zoning designation. It was later rezoned to I-2 (General Industrial Park) in 2000, and then to I-1 (Light Industrial Park) in 2004.

The Property is currently owned by the City of Goodyear and is occupied by the Goodyear Municipal Complex. It consists of three adjoining parcels in a north-to-south configuration. The northern parcel contains five office buildings, originally approved as Venida Business Park by Site Plan in 2004 (amended in 2006). The city leased office space within this business park before purchasing both the northern parcel and the central parcel in 2012. A new Site Plan was approved for the central parcel in 2012 for the construction of the city's Telecommunications (911) building. Finally, the city purchased the southern parcel in 2015 and processed a Site Plan for the Police Department administration building. That Site Plan was amended in 2021 to allow a building expansion.

Today, the Property houses the city's Courthouse, Engineering Department, and administrative offices for the Fire and Police Department. Franklin Pierce University (a private university offering a doctoral program in physical therapy) has leased space in the complex from the city since 2012, and the Goodyear Wellness Center (a medical clinic serving city employees and their families) relocated to the complex earlier this year from its former location on Litchfield Road.

This rezoning request has not been previously presented to the City Council.

STAFF ANALYSIS

Current Policy:

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

Details of the Request:

This request is to rezone the approximately 17.6-acre Property from I-1(Light Industrial Park) to the Planned Area Development (PAD) zoning district with underlying zoning of PFD (Public Facilities District) with a PAD (Planned Area Development) Overlay, subject to the conditions and stipulations of approval found in draft Ordinance 2023-1594, attached hereto.
As described above, the northern parcel within the Property was originally developed as a privately-owned business park, and the city leased office space within the business park

before eventually buying the parcel along with the central and southern parcels. Since the purchase of the Property and the establishment of the Goodyear Municipal Complex, the site has been used primarily for municipal operations. Public facilities (except for public utility facilities) are not permitted uses within the I-1 zoning district. While offices are permitted in I-1, and many of the city's current operations on the site are office-based, this has not always been the case (for example, the Library and Council Chambers operated out of the Goodyear Municipal Complex prior to moving to the new City Hall building in 2022). Franklin Pierce University has leased space within the complex since 2012, and Goodyear Medical Clinic moved to the complex in 2023. At their meeting on September 11, 2023, City Council voted unanimously to adopt Resolution 2023-2352 for the lease of space within the complex to Alice Cooper's Solid Rock Teen Centers, for use as an after-school community center offering training in music, art, dance, sound and recording, lighting, video production, and similar subjects.
The proposed PAD (Planned Area Development) Overlay includes, as permitted uses, private universities, medical clinics, community centers to align the zoning with the existing and planned uses and to allow offices for professional, administrative, clerical, and sales services, with the rationale that these uses are similar and compatible to uses already occurring on the site.

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 Property is located within the Business & Commerce land use category of the city's 2025 General Plan. The Business & Commerce category provides areas for growth and development of Goodyear's economic base, including areas for shopping and entertainment. The General Plan identifies business parks, offices, and public and community facilities as appropriate uses for this category. Additionally, the General Plan identifies PFD (Public Facilities District) and PAD (Planned Area Development) as correlating zoning districts for the Business & Commerce category. Therefore, the proposed Rezone is consistent with the General Plan.

2. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.
The Property is currently developed as a business park and is therefore compatible with the uses permitted in the proposed PAD (Planned Area Development) zoning with underlying zoning of PFD (Public Facilities District) with a PAD (Planned Area Development) Overlay. Several city departments, as well as Goodyear Wellness Center and Franklin Pierce University, are currently operating on the site. Solid Rock Teen Center will not require the construction of new buildings or amenities since it is expected to lease suites recently vacated by the Library.

3. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.
Uses and development surrounding the subject property include:

- North – across West Van Buren Street, agricultural land zoned PAD to allow business park uses
- West – one vacant parcel and one parcel under construction with Vantage Data Center, both zoned I-1
- East – across South 143rd Avenue, developed with the Airport Gateway industrial park

and Michael Lewis Company Distribution Center, zoned I-1
· South – developed with the LGE Office/Warehouse, zoned I-1

The proposed Rezone is compatible with the light industrial character of the neighborhood. The proposed PAD (Planned Area Development) zoning district with underlying zoning of PFD (Public Facilities District) with a PAD (Planned Area Development) Overlay will permit public facilities, offices, educational institutions, and community centers, none of which are expected to create operational conflicts with nearby uses, which include warehouses and a data center. No impacts to residential areas are expected since the closest residential area to the site is Historic Goodyear (approximately 0.6 miles to the east). The Property has been developed to I-1 (Light Industrial Park) development standards; all buildings on the Property (except for some parking canopies near the east property line) are a minimum of 20 feet from all property lines, and no buildings exceed 40 feet in height.

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.
The proposed Rezone would establish PAD (Planned Area Development) zoning district with underlying zoning of PFD (Public Facilities District) with a Planned Area Development (PAD) overlay, which permits the existing city facilities, private universities, medical offices, professional offices, and community centers. The proposed rezone would allow Franklin Pierce University and Goodyear Wellness Center to continue operations and allow Solid Rock Teen Center to initiate a lease as authorized by City Council. As noted above, these uses are compatible with surrounding I-1 zoning. While the medical clinic is a new use at this location and the community center has not yet moved in, the city's offices and Franklin Pierce have operated here for years without conflicts with surrounding uses.

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 PFD (Public Facilities District) zoning district has a narrow and specific list of permitted uses, and demand for those uses is closely tied to the needs of local, state, and federal government and the public they serve. However, the supply of land with PFD (Public Facilities District) zoning is also limited- approximately 320 acres (or 0.5 square miles) of land in Goodyear has this designation. The proposed Rezone will establish a PAD (Planned Area Development) zoning district with underlying zoning of PFD (Public Facilities District) with a PAD (Planned Area Development) Overlay on property currently being used for government operations. The Rezone will also allow the existing Franklin Pierce University and Goodyear Wellness Center to continue providing services at their established locations. Finally, it will enable Solid Rock Teen Center to establish a new facility offering arts training and activities for Goodyear's youth.

6. Demands for public services that will be generated by the uses permitted in the proposed zoning district.
The Property is currently developed, and all required public services (water, sewer, police and fire protection, etc.) are in place and available. The Rezone will not require any additional public services above and beyond what is required for the I-1 (Light Industrial Park) zoning district.

Fire Response:
The subject property will continue to be served by Fire Stations No. 181 and No. 184.

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
#181	.89	.44	1.19	.59	#184	6.6	3.3	6.6	3.3

Police Response:
The property is located within an existing police patrol beat and the current level of service within the beat can accommodate the development of the property as proposed. This proposed Rezone does not impact the ability of the department to serve the property.

Streets/Transportation:
The Property is served by two driveways on Van Buren Street and three on 145th Avenue. Additionally, a driveway on 143rd Avenue provides access for police vehicles to the fenced parking area behind the Police administration building. All Property frontages are improved with curb, gutter, and sidewalk, and Van Buren and 143rd Avenue also have dedicated bicycle lanes. No new development is proposed for the Property at this time, and additional street improvements or access points are not required.

Water/Wastewater:
The subject property is located within the service area of the city of Goodyear. All infrastructure necessary to serve the subject property is already in place.

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.
The subject property is within proximity to city services. No extension or upsizing of any utility lines are needed to serve the Property at this time.

8. General public concerns.
Citizen Review Process:
In accordance with the city's Citizen Review Process, because there is no planned or existing residential development within 500 feet of the subject property (the notification area), a formal neighborhood meeting was not held. However, a postcard was mailed on September 14 to the owners of all property within 500 feet of the subject property notifying the owners of the rezoning request, directing them to the city website for additional information, providing staff contact information, and informing them that they would receive a second postcard when public hearings on the request were scheduled. The second postcard was mailed on September 22. To date, staff has received no inquiries on the Rezone.

Planning & Zoning Commission Meeting:
Notice of the October 18th public hearing before the Planning and Zoning Commission and the October 30th public hearing before the City Council included a postcard mailed on September 22nd to the owners of property within 500 feet of the subject property; a legal notice published in the Arizona Republic Southwest Edition on September 29th; and a notice of public hearings sign posted on the subject property on October 2nd. Information on the Rezone request and these public hearings was also posted on the city's website. Staff did not receive any public inquiries as a result of these notices.
At the Planning and Zoning Commission public hearing on this item, staff delivered a presentation about the proposed Rezone. The Commission had no questions for staff or discussion about the item, and no members of the public came forward to speak. The Commission voted 6-0 to recommend approval.

9. Whether the amendment promotes orderly growth and development.
The Rezone from I-1 (Light Industrial Park) to PAD (Planned Area Development) zoning district with underlying zoning of PFD (Public Facilities District) with a Planned Area Development (PAD) Overlay, as stipulated, will promote continued orderly growth and development in conformance with the city's Zoning Ordinance, Design Guidelines, and Engineering Standards.

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 Rezone from I-1 (Light Industrial Park) to PAD (Planned Area Development) zoning district with underlying zoning of PFD (Public Facilities District) with a Planned Area Development (PAD) Overlay will continue to promote the general health, safety, and welfare of the city, as stipulated within the attached draft ordinance.

Staff Findings:
Staff finds that the Rezone from I-1 (Light Industrial Park) to PAD (Planned Area Development) zoning district with underlying zoning of PFD (Public Facilities District) with a PAD (Planned Area Development) Overlay is consistent with the General Plan and the Zoning Ordinance, compatible with the surrounding area, and will further the public interest, health, comfort, convenience, safety, and general welfare of the citizens of Goodyear. Pursuant to the evaluation of this proposed Rezone, staff recommends approval of the conditional rezoning of the property subject to the stipulations found in draft Ordinance No. 2023-1594.

Attachments

Resolution and Exhibits
Ordinance
Aerial Photo
Narrative
Staff Presentation

RESOLUTION NO. 2023-2353

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1594 REZONING APPROXIMATELY 17.6 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF 145TH AVENUE AND VAN BUREN STREET FROM I-1 (LIGHT INDUSTRIAL PARK) TO PAD (PLANNED AREA DEVELOPMENT) WITH UNDERLYING PFD (PUBLIC FACILITIES DISTRICT) ZONING AND A PAD (PLANNED AREA DEVELOPMENT) OVERLAY

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. 23-11", a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "Legal Description – Goodyear Municipal Complex Rezone", a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2023-1594.

SECTION 3. COPIES FILED WITH THE CITY CLERK

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

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

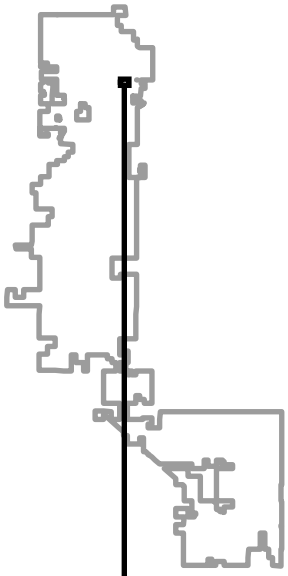
_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 23-11

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 _____, 2023.



_____

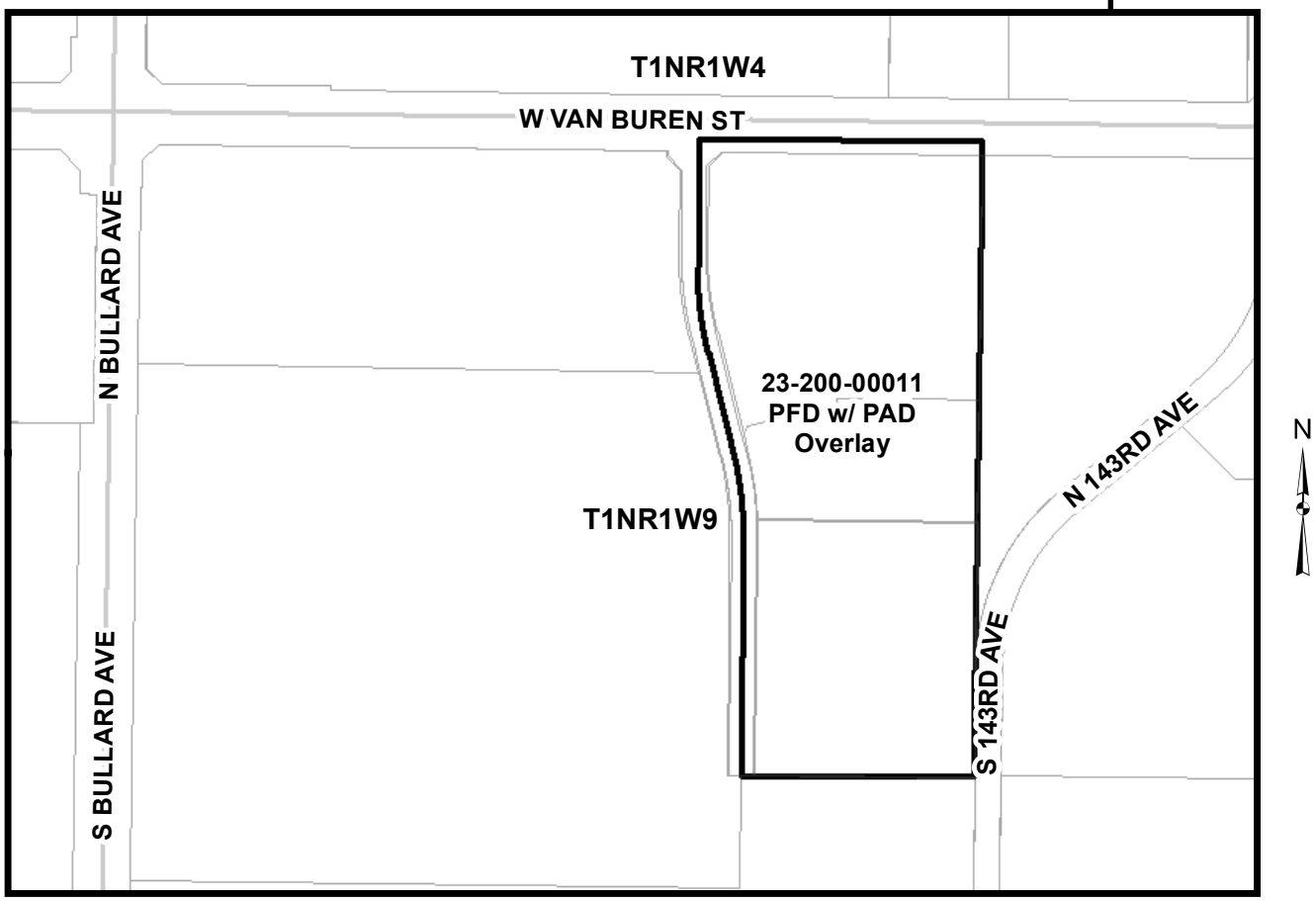
MAYOR

_____

CITY CLERK

SUBJECT PROPERTY:

A portion of the Northwest Quarter Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		DATE:
A	REZONE FROM I - 1 TO PFD W/ PAD OVERLAY 23-200-00011CIP	September 2023

Exhibit B
Legal Description
Goodyear Municipal Complex Rezone

THAT CERTAIN PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, FROM WHICH THE NORTHWEST CORNER BEARS SOUTH 89 DEGREES 53 MINUTES 47 SECONDS WEST, A DISTANCE OF 2626.85 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 47 SECONDS WEST ALONG THE NORTH SECTION LINE OF SAID SECTION, A DISTANCE OF 660.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 07 MINUTES 30 SECONDS EAST PARALLEL WITH AND 660.00 FEET WEST OF SAID MIDSECTION LINE, A DISTANCE OF 1482.55 FEET;

THENCE SOUTH 89 DEGREES 52 MINUTES 30 SECONDS WEST, A DISTANCE OF 526.47 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 30 SECONDS WEST, A DISTANCE OF 536.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 750.00 FEET;

THENCE ALONG SAID CURVE THRU A CENTRAL ANGLE OF 11 DEGREES 36 MINUTES 41 SECONDS, AN ARC LENGTH OF 194.79 FEET;

THENCE NORTH 15 DEGREES 00 MINUTES 49 SECONDS WEST, A DISTANCE OF 275.61 FEET TO THE BEGINNING OF A TANGENT CURVE TO CONCAVE TO THE EAST AND HAVING A RADIUS OF 750.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE NORTHERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 49 SECONDS, AN ARC LENGTH OF 200.02 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 289.50 FEET TO A POINT ON THE NORTH SECTION LINE OF SECTION 9;

THENCE NORTH 89 DEGREES 53 MINUTES 47 SECONDS EAST ALONG THE NORTH SECTION LINE OF SAID SECTION, A DISTANCE OF 646.88 FEET TO THE **POINT OF BEGINNING**;

THE AREA DESCRIBED HEREIN CONTAINS 19.643 ACRES, MORE OR LESS.

ORDINANCE NO. 2023-1594

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 17.6 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF VAN BUREN STREET AND 145TH AVENUE FROM I-1 (LIGHT INDUSTRIAL PARK) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING OF PFD (PUBLIC FACILITIES DISTRICT) WITH A PAD (PLANNED AREA DEVELOPMENT) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, the property ("Property") subject to this Ordinance consists of approximately 17.6 acres and is located at the southeast corner of Van Buren Street and 145th Avenue and is known as Goodyear Municipal Complex as more particularly described in that certain document titled "Zoning Exhibit Legal Description," which document was declared public record by Resolution No. 2023-2353 and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property"); and,

WHEREAS, on April 19, 1981, the City Council adopted Ordinance No. 1981-0130 conditionally annexing the Property into the City and rezoning it to the AU (Agricultural Urban) zoning district; and,

WHEREAS, on June 25, 2001, the City Council adopted Ordinance No. 2001-0715 conditionally rezoning approximately 107 acres of land, including the Property, from the AU (Agricultural Urban) zoning district to the C-2 (General Commercial) zoning district and I-2 (General Industrial) zoning district, with the Property located within the I-2 (General Industrial) portion; and

WHEREAS, on February 23, 2004, the City Council adopted Ordinance No. 2004-0884 conditionally rezoning approximately 107 acres of land, including the Property, from C-2 (General Commercial) zoning district and I-2 (General Industrial) zoning district to C-2 (General Commercial) zoning district and I-1 (Light Industrial) zoning district, with the Property located within the I-1 (Light Industrial) portion: and

WHEREAS, on August 20, 2018, the City Council adopted Ordinance No. 2018-1402 to clarify the boundaries of the rezone that was adopted under Ordinance No. 2004-0884 and to modify the stipulations of approval contained in Ordinance 2004-0884; and

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

WHEREAS, the City of Goodyear ("City") owns the Property and operates public facilities upon it that are inconsistent with the I-1 (Light Industrial Park) zoning district; and

WHEREAS, the rezone to PFD (Public Facilities District) will remedy this inconsistency and permit the City to continue operation of public facilities at this location; and

WHEREAS, on September 11, 2023, Council voted to adopt Resolution 2023-2352 to allow the lease of space on the Property to Solid Rock Teen Center Goodyear, LLC for use as a youth

community center, and the PAD Overlay will facilitate establishment of this use at this location; and

WHEREAS, the PAD Overlay will also permit private colleges and universities; medical offices and clinics, and offices for professional, administrative, clerical and sale services; enabling Franklin Pierce University and Goodyear Wellness Center to continue operations at this location; and

WHEREAS, the PAD Overlay includes additional design standards and guidelines to ensure compatibility amongst the above uses as well as compatibility between the Project site and the surrounding neighborhood; and

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

WHEREAS, an alternative notification process was used for this rezoning. A formal citizen review meeting was not held, but notice providing information on the rezone was mailed to the owners of property within 500 feet of the subject property and other stakeholders on September 14, 2023; and

WHEREAS, public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on October 18, 2023 appeared in the Arizona Republic Southwest Valley Edition on September 29, 2023; postcards were mailed to adjoining owners on September 22, 2023; and signs were installed on the site to advertise the public hearing on October 2, 2023; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on October 18, 2023, and at that meeting the Commission voted 6-0 to recommend approval of the proposed amendment; and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on October 30, 2023 appeared in the Arizona Republic Southwest Valley Edition on September 29, 2023; postcards were mailed to adjoining owners on September 22, 2023; and a sign was posted on the site on October 2, 2023; 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. 2023-1594 applies to approximately 17.6 acres located at the southeast corner of W. Van Buren Street and N. 145th Drive and legally described in that certain document titled “Zoning Exhibit Legal Description – Goodyear Municipal Complex”, declared a Public Record by Resolution No. 2023-2353, 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 WHEREAS 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 from the I-1 (Light Industrial Park) Zoning District to the Planned Area Development (PAD) District with underlying zoning designation of PF (Public Facilities) District with a PAD Overlay.

SECTION 4. PLANNED AREA DEVELOPMENT OVERLAY AND CONDITIONS OF REZONING

The Property shall be developed in accordance with the provisions in the Goodyear Zoning Ordinance in effect at the time of development applicable to the PF (Public Facilities) District, as modified by the following PAD Overlay and as modified by the conditions/stipulation set forth below:

1. A PAD Overlay for the Property is hereby adopted, modifying the permitted uses and development standards applicable to the PF ((Public Facilities) District as follows:

    a. The following shall be additional permitted uses:

        i. Community Centers

        ii. Offices for Professional, Administrative, Clerical and Sales Services

        iii. Medical Offices or Clinics

        iv. Private Colleges and Universities

    b. The commercial district standards applicable to Public Facilities District ("PFD") currently set forth in section 3-3-6 of the Goodyear Zoning Ordinance shall apply to all structures owned by any city, county, state, United States, and school districts. The commercial district standards applicable to the C-1 (Neighborhood Commercial) District shall apply to all other structures.

    c. Building architecture shall comply with the City of Goodyear Design Guidelines as adopted by the Goodyear City Council Manual in effect at the time of development. New construction shall be designed to coordinate with existing buildings for a unified appearance; and

2. Approval of the rezoning does not constitute approval of any site plan for development within the Property. All future development that includes the construction of new buildings or the expansion of existing buildings will be subject to site plan review and approval by city staff, at which time all

elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation; and

3. Approval of a Comprehensive Sign Package for the property shall be required prior to issuance of any sign permits; and

4. Unless expressly modified in this Ordinance, all development within the Property shall comply with the requirements of the City of Goodyear Zoning Ordinance, 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, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of 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, "Supplementary Zoning Map No. 23-11," declared a public record by Resolution 2023-2353, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. CORRECTIONS

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

SECTION 8. SEVERABILITY

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

SECTION 9. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 10. PENALTIES

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

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, **building**, **structure**, sign, landscaped area, **parking lot** or fence, or to permit the use of any **lot** or land contrary to, or in violation of any provisions of this **Ordinance**, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this **Ordinance** or is unspecified and not classified by the **Zoning Administrator** is prohibited in any **district**.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (**Person**). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any **Person** who violates any of the provisions of this **Ordinance** and any **amendments** there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder

SECTION 11. RECORDATION

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

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

_____
Joe Pizzillo, Mayor

Date: _____

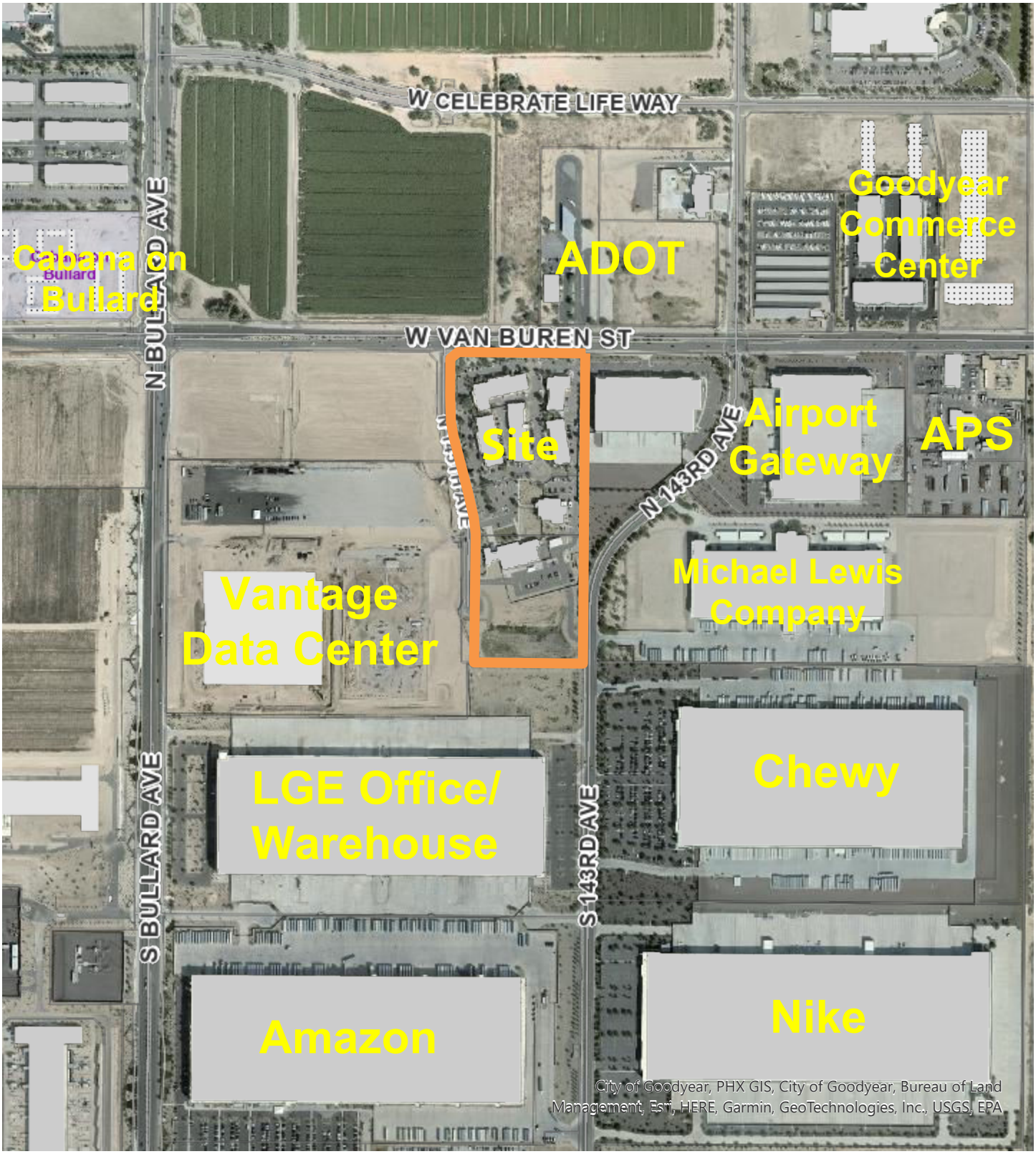
ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Aerial Exhibit
23-200-00011 CIP Goodyear Municipal Complex



Date Created: 9/22/2023

0 0.02 0.04 0.09 0.14 0.18 0.22 0.27 0.31 0.36 mi

Data Source: City of Goodyear

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

City of Goodyear
Development Services Department

September 21, 2023

NARRATIVE
REZONE OF GOODYEAR MUNICIPAL COMPLEX

The City of Goodyear Zoning Administrator has initiated a rezoning of the Goodyear Municipal Complex (GMC), an approximately 17.6-acre site located at 14455 West Van Buren (Assessor Parcel Numbers 500-09-014, 500-10-732A, and 500-10-731C).

The current zoning of the site is Light Industrial (I-1). The site contains seven buildings, housing the city's Court, Police, Fire, Engineering, and Telecom (911) Departments, as well as the Goodyear Wellness Center. Franklin Pierce University, a private educational institution offering a doctorate program in physical therapy, is also located in the complex. Other city departments or functions that once operated out of the GMC, such as Development Services, the Library, and the Council Chambers, have relocated to the City Hall building at 1900 North Civic Square.

The purpose of this Rezone is twofold:

1) To legitimize the city functions that continue to operate on the site, since public facilities (except for public utility facilities) are not permitted uses within the I-1 zone; and

2) To facilitate the repurposing of vacant space within the complex (created by the relocation of some city functions to Civic Square) for new uses, including a non-profit organization that is interested in leasing the former Library building for use as a youth community center for the arts.

The city proposes to rezone the site to PFD (Public Facilities District) to permit the existing municipal uses, with a PAD (Planned Area Development) Overlay to permit a limited range of additional uses and establish additional development regulations. Please see the separate PAD document for more information.

The GMC has an approved Comprehensive Sign Package (CSP) which was last amended on January 26, 2022, under Case Number 22-630-00001. A new amendment will be necessary to accommodate the signage for the proposed community center and existing university. The application for this amendment will be submitted separately.

1900 N. Civic Square
Goodyear, Arizona 85395
623-932-3004
planning@goodyearaz.gov

Goodyear Municipal Complex Rezone

City Council Meeting

October 30, 2023

Location

GMC REZONE

- Central Goodyear
  - SEC of 145th Avenue and Van Buren Street
  - Approximately 17.6 acres
  - Currently zoned Light Industrial Park (I-1)

Zoning History

GMC REZONE

Light Industrial Park (I-1) zoning established in 2004

North end of site originally developed as business park

- City leased office space within park

City purchased property in 2012; added Telecom Building and Police Administration Building

Existing Conditions

GMC REZONE

Multiple City departments, Franklin Pierce University, & Goodyear Wellness Center

Solid Rock Teen Centers will lease former Library

Current uses & Teen Center do not conform to I-1 zoning

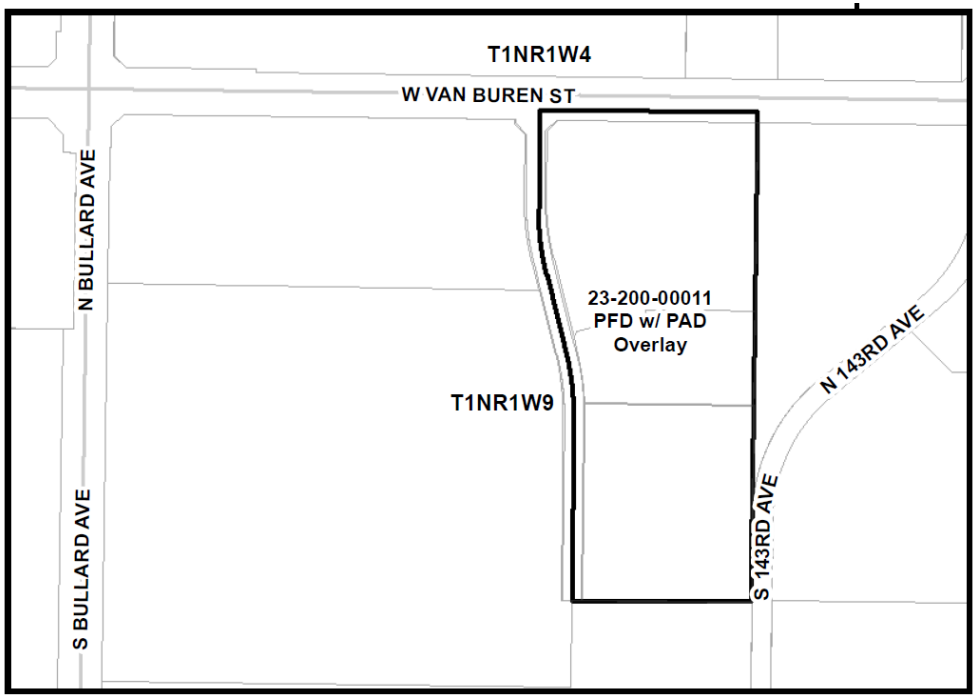
Proposal

GMC REZONE

Public Facilities District (PFD) zoning with a PAD Overlay

PFD zoning - permits City uses

Overlay will permit colleges/universities, community centers, & offices (general & medical)



Public Participation

GMC REZONE

- Alternative Citizen Review- postcards sent 9/22/23
- Sign posted at property w/hearing dates
- Legal ad published w/hearing dates
- No inquiries

Planning Commission

GMC REZONE

- Planning Commission meeting on October 18, 2023
- No questions or discussion following staff presentation
- No public comments
- Commission voted 6-0 to recommend approval to Council

Recommendation

GMC REZONE

Staff recommends approval of the Rezone from I-1 (Light Industrial Park) to PFD (Public Facilities District) with a PAD (Planned Area Development) Overlay

CITY OF
Goodyear

ITEM #: 12.
DATE: 10/30/2023
AI #:1689

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE 37.45 ACRES LOCATED NORTHEAST AND SOUTHEAST OF ESTRELLA PARKWAY AND SAN MIGUEL DRIVE, KNOWN AS ESTRELLA PARCELS 12.25, 12.36 & 80 NOTCH, FROM PLANNED AREA DEVELOPMENT (PAD) TO R1-6 WITH PAD OVERLAY

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

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SUMMARY

Public Hearing to consider the rezoning of approximately 37.45 acres located northeast and southeast of Estrella Parkway and San Miguel Drive ('the Property') from Planned Area Development (PAD) to Planned Area Development (PAD) "Estrella Parcels 12.25, 12.36 & 80 Notch" with the Property being zoned R1-6 (Single-Family Residential) zoning district with a PAD Overlay.

STRATEGIC PLAN ALIGNMENT

Quality of Life | Fiscal Resource Management | Economic Vitality

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2344, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE NO. 2023-1591 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – ESTRELLA PARCELS 12.25, 12.36 & 80 NOTCH.

2. ADOPT ORDINANCE NO. 2023-1591, CONDITIONALLY REZONING APPROXIMATELY 37.45 ACRES OF PROPERTY LOCATED AT THE NORTHEAST AND SOUTHEAST CORNERS OF ESTRELLA PARKWAY AND SAN MIGUEL DRIVE TO BE KNOWN AS 'ESTRELLA PARCELS 12.25, 12.36 & 80 NOTCH', FROM PLANNED AREA DEVELOPMENT (PAD) TO PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT; 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, AICP, Principal Planner)

STIPULATIONS

Stipulations included in draft Ordinance.

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

On June 22, 1987, the City Council adopted Ordinance 87-217 rezoning approximately 3,500 acres to the Estrella Phase-One Planned Area Development (PAD), subject to stipulations. Within the Estrella Phase-One PAD, approximately 20 acres of the subject property, known as Parcel 12.36, was designated as Commercial; approximately 15 acres of the subject property, known as Parcel 12.25, was designated for a Junior High School; and approximately 4 acres of a parcel, known as Parcel 80, was designated as Commercial.

On June 24, 2019, City Council approved the rezoning of Parcel 12.36 from PAD (Commercial) to PAD (Single Family Residential) creating the Estrella Parcel 12.36 Planned Area Development Amendment. No development has occurred to date on Parcel 12.36.

STAFF ANALYSIS

Current Policy:

A request to amend an approved PAD must be processed as a rezoning request, which requires public review by the Planning and Zoning Commission and public review and approval by the City Council. The proposed amendment must be consistent with the General Plan and should not adversely impact the surrounding area.

Details of the Request:

The proposed rezoning would create a consistent set of standards for Estrella Parcels 12.25, 12.36 & 80 Notch by using this PAD Overlay. The request would separate the Parcel 80 Notch from the remainder of the commercially zoned Parcel 80 located east of the electrical easement and incorporate the Parcel 80 Notch and Parcel 12.25 into the same standards as Parcel 12.36. The rezoning would facilitate the development of a cohesive single-family residential community.

The rezoning requires each lot to be a minimum of fifty feet (50’) wide and include a Streetscape Element, such as: decorative pavers, porches or courtyards, or detached sidewalks.

This update changes the 2019 Estrella Parcel 12.36 PAD Amendment , to increase the minimum open space requirements from 15% to 20%, as referenced in the below table. Additionally, it includes development standards for retaining walls, due to topographical

constraints, and clarifies the minimum amenity requirements.
Development Standards:

Development Standard	**12.25, 12.36 & 80 Notch PAD**	**Goodyear – R1-6**
Minimum Lot Width	50’	55’ (allowance for 50’ with Reduced Standards)
Maximum Height	30’ (2 stories)	30’
Maximum Building Coverage	**75%**	60%
Front Facing Garage Minimum Setback	**18’**	20’
Front Minimum Setback	10’	10’
Side Minimum Setback	5’	5’
Rear Minimum Setback	**15’**	20’
Open Space % (of net area) Minimum	20%	15%

The proposed standards utilize the city’s R1-6 development standards as a framework with deviations for the front and rear yard setbacks, lot coverage and additional requirements for open space. In order to allow a reduced R1-6 lot width of fifty feet (50’), one (1) amenity element, two (2) connectivity elements, and two (2) streetscape elements must be provided In keeping with the city’s reduced lot size design requirements, the amenity, connectivity and streetscape elements have been included per the requirements addressed below:

- One (1) Amenity Element:
    - Estrella includes two major community facilities (Presidio and Starpointe Residents Club) and community parks throughout. Starpointe and the North Lake are located approximately one mile north of this site, residents within the Property shall be entitled to use existing amenities at the Presidio or Starpointe Residents Club, or at any new facility constructed that provides similar amenities as are provided in the Presidio, Starpointe Residents Club, . The Foothills Community Park is located approximately one mile south and washes and hillsides have been preserved creating significant open spaces that include active recreation opportunities.
- Two (2) Connectivity Elements:
    - Trail System Connections – The property is adjacent to the Estrella Loop Trail which connects to the Maricopa Trail.
    - Small Blocks – The blocks proposed in this subdivision do not exceed the 660-foot maximum to qualify for this option.
- Two (2) Streetscape Elements: The PAD includes a list of three (3) Streetscape Element options that each lot shall have at the time of development. Although the Zoning Ordinance typically requires two (2) Streetscape Elements for lots utilizing R1-6 Reduced Standards, staff finds that the scale of Estrella’s existing Connectivity and Amenity

elements far exceed the minimum requirements and shall constitute one (1) Streetscape Element in conformance with the Goodyear Zoning Ordinance 3-2-3 (D)(d)(iii)(9), therefore only one (1) additional Streetscape Element shall be required to allow the reduced lot width size of fifty (50) feet. The Streetscape Element options for these parcels are:

- Decorative paver driveways on (100%) of homes.
- Porches and Courtyard on one hundred percent (100%) of homes, with at least fifty percent (50%) of the homes having a covered front porch that is at least forty-eight (48) square feet.
- Detached Sidewalks with a minimum of one (1) street tree per house and planted within the parkway planter strip.
- Additional design features similar in scope as approved by the Zoning Administrator.

Retaining walls are permitted with a maximum height of six (6) feet. A privacy, perimeter, or theme wall may be constructed on top of a retaining wall. The maximum combined height of the retaining wall and any wall constructed on top of the retaining wall is twelve (12) feet.

Evaluation Criteria:

1. Consistency with the General Plan.

This parcel is proposed as residential zoning that is consistent with the Neighborhoods category of the General Plan. This category includes a wide range of densities and housing products that suit the needs of both existing and future residents. The proposed rezoning does not change the consistency with the General Plan.

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

The subject property's physical and natural features are suitable for single family development. The proposed rezone does not change the suitability of the property for the permitted uses. Significant washes and hillsides will be preserved when appropriate.

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

The proposed use (detached single family residential) of these parcels does not change the compatibility with the surrounding area. Uses and development surrounding the subject property include:

- North – Parcel 12.37, 12.39, 12.40, existing single family residential; City of Goodyear Water tank site, designated Community Maintenance Facility (Estrella Phase 1 PAD)
- East – Powerline easement, designated Community Maintenance Facility (Estrella Phase 1 PAD)
- South – Vacant single-family subdivision, currently under development
- West – Estrella Parkway and existing single family residential

The development of the subject property for detached single family residential use will be compatible with the existing single family residential in the area and with future residential development proposed within Estrella.

4. 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 rezone changes the land use of Parcels 12.25 (Junior High School) and Parcel 80 Notch (Commercial) to single-family residential. The zoning is consistent with other land uses in the immediate area.

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 amendment.

Phoenix-Goodyear Airport:

The subject property is not located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed amendment.

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

The amendment increases the amount of single-family residential lots within the area and removes the Junior High School site and approximately four acres designated for commercial development. The Liberty Elementary School District has provided direction that the Junior High School site is not needed at this location. There are remaining school sites designated within the Estrella community (the closest being located within Montecito and Village 14) that can support future school sites; Westar Elementary School is located approximately 1 mile southwest of the subject property

The four acres of commercial (Parcel 80 Notch) included in this rezone is part of a larger segment of property that was designated for commercial in the original Estrella Phase One PAD. The Parcel 80 Notch, which is a part of this rezoning case is physically separated from the remainder of Parcel 80 as a 330-foot-wide electrical utility easement bisects the parcel. Commercial parcels are developed and contain available vacant spaces within the existing Mountain Ranch Marketplace. Additionally, future opportunities for commercial development and expansion exist throughout Estrella within Mountain Ranch, Montecito and CantaMia.

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

The proposed amendment to the PAD will not have a significant impact on public services beyond the existing impact that was already approved for the area. Below is a summary of impact to public services.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	**Shortest path**		**2nd Nearest Goodyear Fire Station**	**Shortest path**	
	Mins	**Miles**		**Mins**	**Miles**
Fire Station #182	1.23	0.61	**Fire Station #186**	7.83	3.92

Police Response:

The subdivision 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:

Access to the development will be provided off Estrella Parkway via a future extension of S. San Miguel Drive to the east. Streets are planned to be public and will be developed in compliance with the City's Engineering Design Standards. All parcels shall have two points of access as required by the fire code.

Water/Wastewater:

The subject property is located within the City of Goodyear water and wastewater service area.

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

The subject property is in proximity to where existing public services are provided.

8. General public concerns.

Public Participation and Planning and Zoning Commission Meeting:

In accordance with the City's Citizen Review Ordinance, a neighborhood meeting was held on February 16, 2023 at the Starpointe Residents Club. Notice of the application was provided to property owners within 500 feet of the property on January 20, 2023 and a sign advertising the Neighborhood Meeting was posted to the site on January 24, 2023. Approximately 22 people attended this meeting. Concerns and questions raised at the meeting included increased traffic, on-street parking, loss of mountain views, the loss of a middle school site and the ability to provide water to the site. Two (2) resident emails were also received expressing concerns about growth in Estrella, the loss of commercial lands, the lack of grocery stores, the desire for more open space and dissatisfaction with the change of land use.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on October 18, 2023 appeared in the Arizona Republic Southwest Valley Edition September 29, 2023; postcards were mailed to adjoining owners on September 21, 2023; and signs were posted on the site on October 2, 2023.
Since the public hearing was noticed, an email of support was received from a family residing within Estrella.

The Planning and Zoning Commission considered this item at their regular meeting of October 18, 2023. Upon conclusion of the staff presentation, Commissioners unanimously voted (6-0) to forward a recommendation of approval to the City Council.

9. Whether the amendment promotes orderly growth and development;

The subject property is located adjacent to existing infrastructure and developed areas. The amendment will allow development of the subject property and promotes the orderly growth and development of the City.

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 development of the proposed residential project will be required to adhere to all applicable design, building, and engineering standards of the City of Goodyear. Adherence to these standards will be evaluated during the preliminary plat, civil engineering, and building plan review processes.

Staff Findings:

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

Attachments

Resolution and Exhibits

Ordinance

Aerial Exhibit

Narrative

Presentation

Applicant Presentation

RESOLUTION NO. 2023-2344

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. 2023-1591 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – ESTRELLA PARCELS 12.25, 12.36 & 80 NOTCH.

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. 22-21," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "LEGAL DESCRIPTION FOR PARCELS 12.25, 12.36, AND 80 NOTCH," a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2023-1591.

SECTION 3. COPIES FILED WITH THE CITY CLERK

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

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

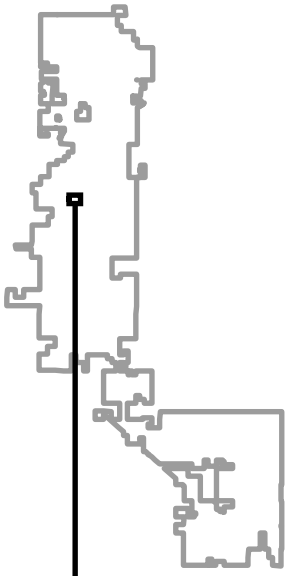
_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-21

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 _____, 2023.

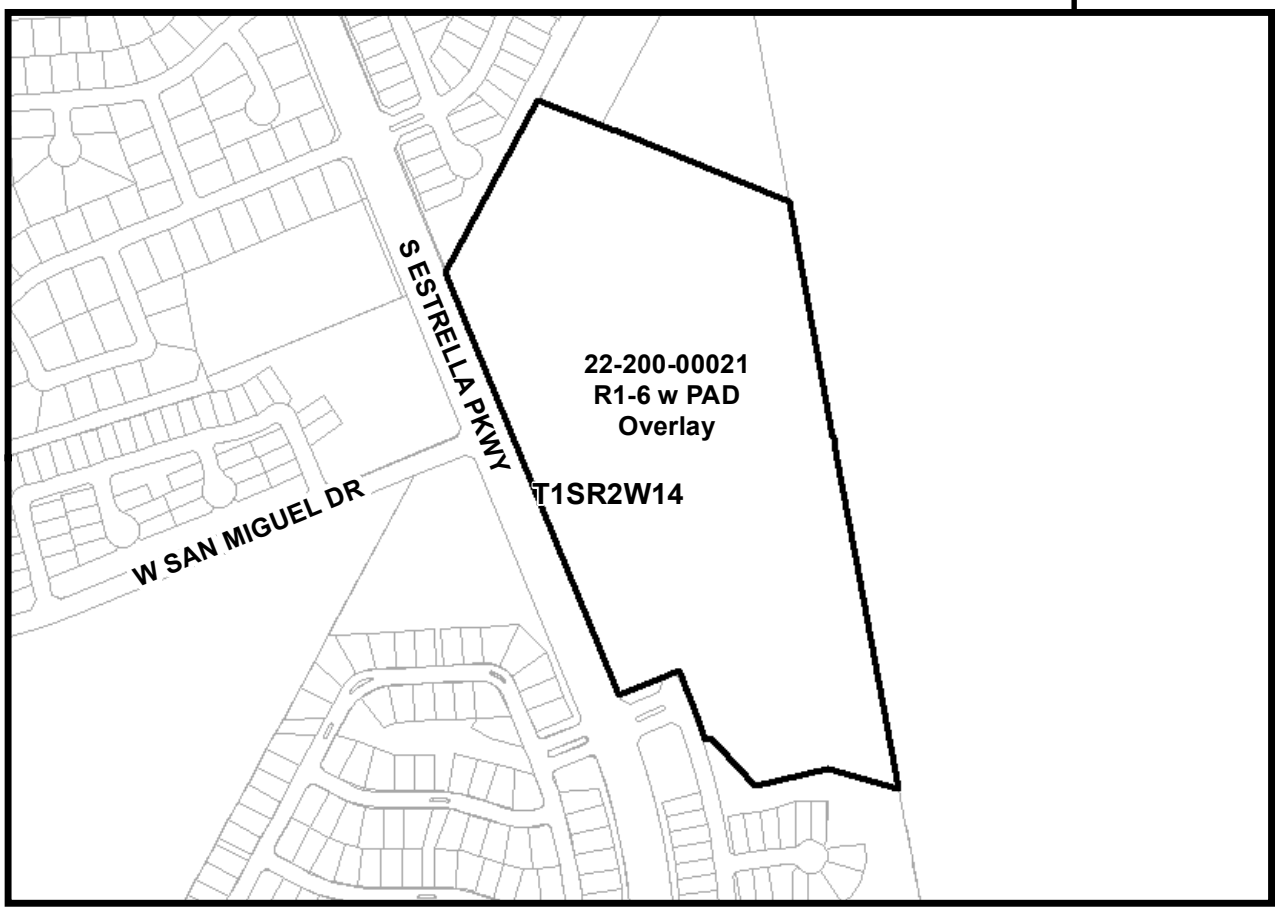


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of the Northwest Quarter Section 14, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		DATE:
A	REZONE FROM PAD TO R1-6 w/ PAD Overlay 22-200-00021	October 2023

LEGAL DESCRIPTION FOR PARCELS 12.25, 12.36, AND 80 NOTCH – Exhibit B

THAT PART OF THE EAST HALF OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE G.L.O. BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH 00°50’41” WEST A DISTANCE OF 2634.09 FEET;

THENCE SOUTH 00°50'41" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1272.66 FEET;

THENCE NORTH 89°09'19" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 1587.11 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 1991-0007156, MARICOPA COUNTY RECORDS, SAID POINT ALSO BEING ON THE WESTERLY LINE OF A 330’ WIDE TRANSMISSION LINE EASEMENT RECORDED IN DOCUMENT NO. 1988-243783, MARICOPA COUNTY RECORDS AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 10°35'42" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1778.31 FEET TO THE NORTHEAST CORNER OF TRACT “F” OF THE FINAL PLAT OF ESTRELLA – PARCEL 12.24 RECORDED IN BOOK 1545 OF MAPS, PAGE 07, MARICOPA COUNTY RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID ESTRELLA – PARCEL 12.24 THE FOLLOWING SEVEN (7) COURSES;

THENCE NORTH 75°00'03" WEST, A DISTANCE OF 220.45 FEET;

THENCE SOUTH 77°00'50" WEST, A DISTANCE OF 222.02 FEET;

THENCE NORTH 41°49'06" WEST, A DISTANCE OF 194.53 FEET;

THENCE SOUTH 71°47'34" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON A 2161.06 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 71°47'33" WEST;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°05'46", A DISTANCE OF 154.50 FEET;

THENCE NORTH 22°18'13" WEST, A DISTANCE OF 64.61 FEET;

THENCE SOUTH 67°41'44" WEST, A DISTANCE OF 192.95 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ESTRELLA PARKWAY AS SHOWN ON THE ESTRELLA PARKWAY PHASE ONE, MAP OF DEDICATION, RECORDED IN BOOK 318 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS;

THENCE NORTH 22°18'30" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 1363.45 FEET TO THE SOUTHERLY MOST CORNER OF TRACT “A” OF THE FINAL PLAT OF ESTRELLA – PARCELS 12.37, 12.39, 12.40 RECORDED IN BOOK 1239 OF MAPS, PAGE 14, MARICOPA COUNTY RECORDS;

THENCE NORTH 28°27'01" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID ESTRELLA – PARCELS 12.37, 12.39, 12.40, A DISTANCE OF 581.30 FEET TO A POINT ON THE NORTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 1991-0007156, MARICOPA COUNTY RECORDS;

THENCE SOUTH 68°01'39" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 806.75 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 37.43 ACRES, MORE OR LESS

ORDINANCE NO. 2023-1591

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 37.45 ACRES OF PROPERTY LOCATED AT THE NORTHEAST AND SOUTHEAST CORNERS OF ESTRELLA PARKWAY AND SAN MIGUEL DRIVE TO BE KNOWN AS 'ESTRELLA PARCELS 12.25, 12.36 & 80 NOTCH', FROM PLANNED AREA DEVELOPMENT (PAD) TO PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT; 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 37.45 acres and is located at the northeast and southeast corner of Estrella Parkway and San Miguel Drive and is known as Estrella Parcels 12.25, 12.36 & 80 Notch as more particularly described in that certain document titled "LEGAL DESCRIPTION FOR PARCELS 12.25, 12.36, AND 80 NOTCH," which document was declared public record by Resolution No. 2023-2344, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property"); and,

WHEREAS, on June 22, 1987, the City Council adopted Ordinance No. 87-217 rezoning approximately 3,500 acres as Planned Area Development (PAD) and adopting the Estrella Phase One PAD dated October 28, 1986; and,

WHEREAS, on June 24, 2019, the City Council conditionally approved the rezoning for approximately 18.40 acres as Planned Area Development (PAD) and adopting the Estrella Parcel 12.36 PAD Amendment, Regulatory Standards Book, April 2019, with the adoption of Ordinance No. 2019-1434; and,

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

WHEREAS, this request intends to replace the residential and commercial uses on this property with a PAD with an underlying land use designation of Single-Family Residential as established with this Ordinance; and,

WHEREAS, the rezoning will permit the Property to be developed with R1-6 (Single-Family Residential) uses and will adhere to 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 R1-6 (Single-Family Residential) zoning district except where modified by this PAD; and

WHEREAS, city staff finds that the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of a residential development; 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 January 20, 2023 and a sign advertising the Neighborhood Meeting was posted to the site on January 24, 2023; and,

WHEREAS, the Neighborhood Meeting took place in person on February 16, 2023 at the Starpoint Residents Club; and,

WHEREAS, public notice that this rezoning was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on October 18, 2023, appeared in the Arizona Republic Southwest Valley edition on September 29, 2023 and postcards were mailed to adjoining owners on September 21, 2023 and signs on the site were updated on October 2, 2023 to notify residents of the scheduled public hearing; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on October 18, 2023 and at that meeting the Commission voted (6-0) to recommend approval of the proposed rezoning; and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on October 30, 2023 appeared in the Arizona Republic Southwest Valley Edition September 29, 2023; postcards were mailed to adjoining owners on September 21, 2023; and signs on the site were updated on October 2, 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. 2023-1591 applies to approximately 37.45 acres located at the northeast and southeast corner of Estrella Parkway and San Miguel Drive and legally described in that certain document titled “LEGAL DESCRIPTION FOR PARCELS 12.25, 12.36, AND 80 NOTCH,” which document was declared public record by Resolution No. 2023-2344, 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 from Planned Area Development (PAD) to the Planned Area Development (PAD) with the Property being zoned R1-6 (Single-Family Residential) zoning district with a PAD Overlay.

SECTION 4. PLANNED AREA DEVELOPMENT

The Property shall be developed in accordance with the provisions in the Goodyear Zoning Ordinance in effect at the time of development, including the

Permitted Uses and Development Standards, applicable to R1-6 (Single-Family Residential) zoning district with R1-6 Reduced Development Standards as modified by the following PAD Overlay and as modified by the conditions/stipulation set forth below:

1. The Front Facing Garage Minimum Setback shall be 18'; and,
2. The Rear Minimum Setback shall be 15'; and,
3. The Maximum Building Coverage shall be 75%; and,
4. The Minimum Lot Size shall be 5,000 square feet; and,
5. The Minimum Open Space % (of net area) shall be 20%; and,
6. All lots within the Property shall be developed to incorporate at least ONE of the following items as described in the Zoning Ordinance Section 3-2-3:
    a. Decorative paver driveways on 100% of homes
    b. Porches and Courtyards on 100% of homes, with at least 50% of the homes having a covered front port that is at least forth-eight (48) square feet
    c. Detached Sidewalks with a minimum of one (1) street tree per house and planted within a parkway planter strip
    d. Additional design features similar in scope as determined by the Zoning Administrator and/or his/her designee; and,
7. The Minimum Side Setback shall be five feet (5') for a total of ten (10') for Both Sides; and
8. Design shall be in conformance with the Estrella Phase One PAD and the Single-Family Requirements of Chapter 2 of the City of Goodyear Design Guidelines; and
9. Except as otherwise provided in this ordinance, the following standards apply to walls when retaining walls are needed:
    a. Retaining walls are permitted with a maximum height of six feet (6'); and,
    b. A privacy, perimeter, or theme wall may be constructed on top of a retaining wall; and
    c. The maximum combined height of the retaining wall and walls constructed on top of the retaining wall is twelve feet (12'),
        i. All final plats including any portion of the Property shall contain a note that the combined wall height for walls within the Property, including residential lots walls and perimeter walls may be up to twelve feet (12') if retaining walls are needed; and
    d. Any wall constructed on top of a retaining wall that is in excess of two feet (2') shall incorporate aesthetic enhancements that reduce the visual impact, such as a change in material with painted CMU and stucco veneer, with final design to be approved with the preliminary plat; and,
    e. The following standards apply to all lots adjacent to Estrella Parkway and San Miguel Drive; and,
        i. Any wall with a retaining wall in excess of two feet (2') shall be separated from Estrella Parkway or San Miguel Drive by a landscape buffer with a minimum depth of 20' from the Property boundary; and,

ii. The maximum combined height of a retaining wall and privacy, perimeter, or theme wall shall be 10' along Estrella Parkway or San Miguel Drive; and,

f. Where unique conditions exist and the provisions contained herein cannot be satisfied, alternative design and retaining solutions may be proposed and approved by the Zoning Administrator and/or his/her designee as needed to ensure safety and to maintain the area's overall design theme, provided that the Director may not approve a wall exceeding the maximum height set forth herein for more than 50 linear feet per instance; and,

10. Subject to payment of any applicable homeowners' association dues, residents within the Property shall be entitled to use a facility that provides amenities similar to those at the Presidio or the Starpointe Residents Club, which shall include at a minimum an indoor community center and a community pool; and,

11. In-lieu of a concrete sidewalk, an 8'-wide decomposed granite trail may be installed on the south side of San Miguel Drive from Estrella Parkway to the eastern edge of the property provided the trail includes an off-site connection to the existing north-south trails located on the powerline corridor property; and

12. No blocks within this development shall exceed 660-feet.

SECTION 5. CONDITIONS OF REZONING

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

1. Approval of the rezoning does not constitute approval of any site plan or platting for development within the Property. All future development will be subject to site plan review or platting and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation; and,

2. Owner shall construct, at Owner's sole cost and expense, all on-site and off-site infrastructure improvements determined by the City as being necessary to provide water service and wastewater service to the Property; and,

3. In addition to constructing the infrastructure improvements specifically identified herein, Owner shall construct, at no cost to the City, all infrastructure improvements required by the City of Goodyear subdivision regulations, all Building Codes and Regulations adopted by city, and Engineering Design Standards and Policy Manual in effect at the time of construction; and,

4. Owner shall dedicate, at no cost to the city, all rights-of-way and/or easements within and outside 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, the City of Goodyear's Engineering Design Standards and Policies and the conditions/stipulations of approval of this Ordinance; (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; and/or (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein,. 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 condition/stipulation of approval in this Ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made prior to or concurrent with recordation of a final plat or approval of a site plan that includes the area in which the dedicated property is located or when requested by the City Engineer or his/her designee, whichever is earlier; and,

5. If an access easement is required pursuant to any applicable Development Regulation, including but not limited to the Fire Code, for emergency services, Owner, at Owner's sole cost and expense, shall provide the City with access easement within, and if needed, outside the boundaries of the Property, for emergency services and access improvements. in a form approved by the City Attorney or his designee. Owner, at Owner's sole cost and expense, shall construct improvements within the access easement areas in compliance with all federal, state, and/or local laws, ordinances policies or procedures applicable to emergency access ways in effect at the time of construction; and Owner shall maintain the improvements in good working condition, including repairing and replacing the improvements as needed for the improvements to be in good working condition and fit for the intended purpose. unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, the improvements required to be constructed herein shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property except for model homes; and,

6. Owner shall, at no cost to the city, design and construct full street improvements (both sides) required for a collector for the section of W. San Miguel Drive along or adjacent to the frontage of the Property required for the street section as identified in an

approved Traffic Study, as set forth in the Engineering Design Standards in effect when the improvements are constructed, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "San Miguel Road Improvements"). If the San Miguel Road Improvements have been completed or are being completed by the city as part of a CIP project, Owner shall, remit a payment to the city for the costs the city incurred in the design and construction of the San Miguel Road Improvements or the City Engineer's estimated costs of the San Miguel Road Improvements if not completed (the San Miguel Road Cost Recovery Payment"). If owed, the San Miguel Road Cost Recovery Payment shall be paid prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier. Otherwise, unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, the San Miguel Road Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property except for model homes; and,

7. 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 Policy Manual ("EDS&PM") shall be submitted with the first preliminary plat and/or site plan submitted for the development of the Property and approved by the City Engineer or his/her designee. 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 public rights-of-way to the Property, all of which shall comply with all applicable regulations including the requirements in the EDS&PM. Owner, at no cost to the City, shall dedicate all rights-of-way and easements within and outside the boundaries of the Property needed for the construction of the infrastructure identified in the approved Traffic Impact Analysis as being needed to support the development of the Property, which includes, but is not limited to, full traffic signals (all four legs), and Owner shall. At Owner's sole cost and expense, construct such infrastructure. Unless otherwise provided in a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council the infrastructure Owner is required to construct pursuant to this condition/stipulation of approval shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property except for model homes.

SECTION 6. 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 7. 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. 22-21," declared a public record by Resolution 2023-2344, 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 8. 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 9. 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 10. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 11. PENALTIES

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

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, **building**, **structure**, sign, landscaped area, **parking lot** or fence, or to permit the use of any **lot** or land contrary to, or in violation of any provisions of this **Ordinance**, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this **Ordinance** or is unspecified and not classified by the **Zoning Administrator** is prohibited in any **district**.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (**Person**). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any **Person** who violates any of the provisions of this **Ordinance** and any **amendments** there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder

SECTION 12. RECORDATION

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

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Aerial Exhibit
22-200-00021
Estrella Parcels 12.25, 12.36 & 80 Notch

9/22/2023 12:23:08 PM

Estrella PAD Amendment

For Parcels 12.25, 12.36, & 80 Notch

Northeast and Southeast Corners of
Estrella Parkway and West San Miguel Drive
Goodyear, Arizona

Rezoning Narrative

Rezoning Narrative

For

Estrella PAD Amendment
Parcels 12.25, 12.36, & 80
Notch

Goodyear, Arizona

Owner	**Estrella North LLC** 17700 North Pacesetter Way, Suite 100 Scottsdale, Arizona 85255
Project Manager	ESTRELLA™ 17700 N. Pacesetter way, Suite 100, Scottsdale, Arizona 85255 Attn: Jeff Zimmerman
Planning/Civil Engineering Consultant	CVL CONSULTANTS **Coe & Van Loo Consultants, Inc. (CVL)** 4550 North 12th Street Phoenix, Arizona 85014-4291 Attn: Alex Caraveo
Legal Counsel	B | F | S | O **Bergin, Frakes, Smalley & Oberholtzer, PLLC** 4343 E. Camelback Road, Suite 210 Phoenix, Arizona 85018 Attn: Andrew Yancey

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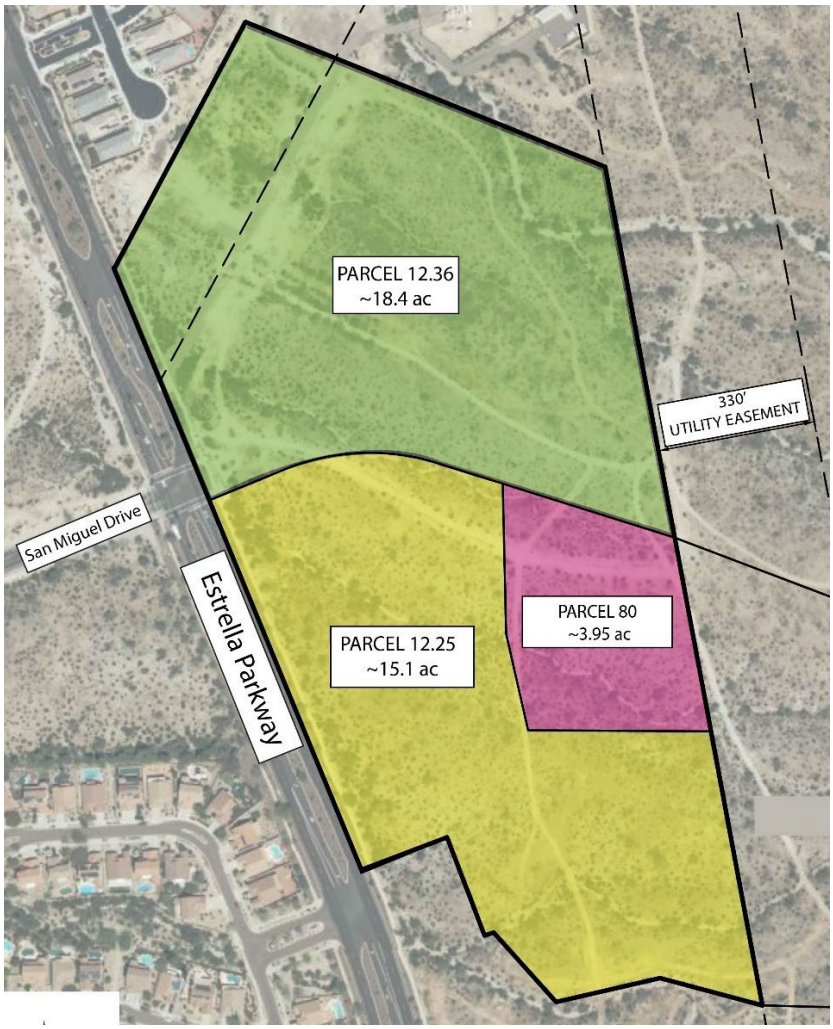
I. Introduction

This request is to rezone approximately 37.45 acres of vacant land ("Request") at the northeast and southeast corners of San Miguel Drive and Estrella Parkway ("Property") to permit development of a residential subdivision with 114 single-family homes ("Project"). The Property is within the Estrella area of Goodyear, a partially built out master planned community of approximately 10,000 acres, and this infill site is ideally situated to continue the area's high quality residential development with picturesque mountain views and ample open space on the east side of Estrella Parkway. The approximately 18.4-acre Parcel 12.36 on the north side of San Miguel Drive was rezoned in 2019 (Ordinance No. 2019-1434) with site-specific residential development standards, and this request would extend those updated development standards south of San Miguel Drive to the approximately 15.1 acre Parcel 12.25, and an approximately 3.95 acre portion of Parcel 80 "Notch", resulting in a set of unified standards acrossthe proposed subdivision. Figure 1 provides an aerial of the Property with parcel boundaries.

Figure 1. Aerial of Property with Parcel Boundaries

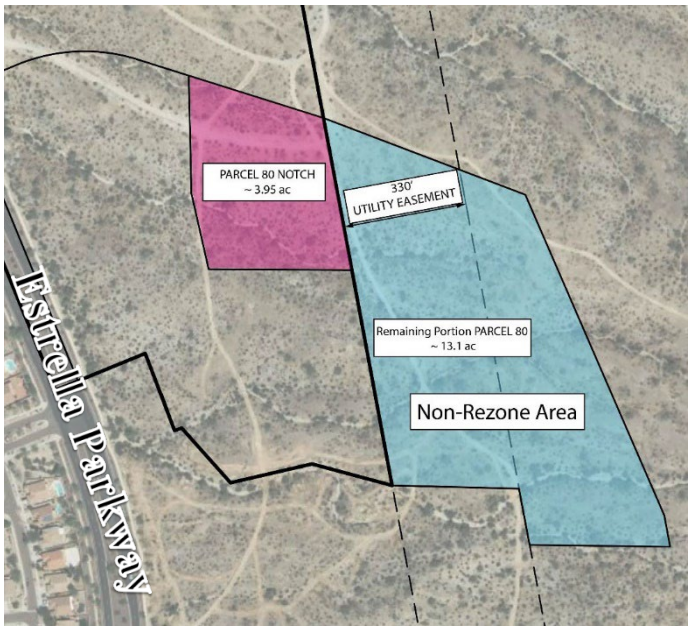


The Property is currently within the Goodyear 2025 General Plan's Neighborhoods land use category. It is a portion of Maricopa County Assessor's Parcel 400-03-961F. Parcels 12.25 and 80 Notch are subject to the 1988 Estrella Phase I Final PAD ("Phase I PAD"), but Parcel 12.36 is subject to the Estrella Parcel 12.36 PAD Amendment approved on June 24, 2019 (Case No.19-200-00001). A preliminary plat was approved for Parcel 12.36 in 2019 but has since expired.

Parcel 12.25 contains approximately 15.1 acres of undeveloped land. It is designated Junior High in the Phase I PAD zoning; however, K-8 schools are now more common than separate junior high schools, and school development is anticipated in other locations in Estrella. The Liberty Elementary School District does not plan to develop it as a school site and has submitted a letter included as Attachment A. The irregular shape and topographical variations of the parcel preclude development of a school at this location. Per the "Schools" section of the Phase I PAD, school sites maintain flexibility for residential development and carry the underlying zoning of the adjacent single-family use; therefore, single-family residential development could occur even without this rezoning request.

Parcel 80 is zoned PAD – Commercial in the Phase I PAD; however, the approximately 3.95 acre notch proposed for this Project ("Parcel 80 Notch") is separated from the remainder of the commercial site by a 330' electrical utility easement. Due to this constraint, development of the Parcel 80 Notch as commercial along with the rest of Parcel 80 is infeasible. Instead, the Parcel 80 Notch's use and access are more appropriately aligned with development of Parcel 12.25. As such, the Request would amend the land use category for the Parcel 80 Notch from PAD – Commercial to PAD – Single Family Residential ("SF") to be consistent with Parcel 12.36. The approximately 13.1-acre remainder of Parcel 80 would retain its commercial zoning. See Figure 2 below.

Figure 2. Parcel 80 Detail



II. Surrounding Area

The Property is surrounded by vacant land and residential subdivisions as set forth in Table 1 and depicted in Figure 3.

Table 1. Surrounding Zoning and Land Use

	Jurisdiction	Zoning	Use
North	City of Goodyear	PAD – SF	Vacant
West	City of Goodyear	Golf Village PAD	Estrella Parkway and Partially Single-Family Residential/ Partially Vacant
East	City of Goodyear	PAD - Commercial	Electrical Easement and Vacant Parcel 80
South	City of Goodyear	PAD - SF	Vacant; Single-Family Subdivision Under Development

Figure 3. Surrounding Area Map

III. Description of Development Proposal

The Request will accommodate a high quality 114-home subdivision in a growing residential area of Estrella nestled between Estrella Parkway and a large electrical easement with extensive trail connectivity. This development will complete an area of single-family development within the narrow corridor between the power line easement and Estrella Parkway as well as develop the last infill site east of Estrella Parkway and north of the high school. Primary access will be off of San Miguel Drive and Estrella Parkway. The Request would separate the Parcel 80 Notch from the remainder of the commercial parcel on the other side of the electrical easement and incorporate it into Parcel 12.25 and would also extend the SF standards previously approved for Parcel 12.36 to the entire Property to allow the Project to develop under uniform standards. The Project envisions all lots sizes to be a minimum of 50' wide lots and inclusion of a streetscape element, such as decorative pavers, porches or courtyards, or detached sidewalks, to provide an inviting neighborhood feel for this subdivision. The Project's overall density will be approximately 2.99 du/ac. While density on an individual parcel may exceed the overall Project average, it will remain well within the 4.5 du/ac permitted for the SF land use category under the Estrella Phase I PAD.

As part of the Project, San Miguel Drive would be extended east of Estrella Parkway to the eastern Property boundary. Access to Parcel 12.36 would be provided from San Miguel by construction of S. 173rd Lane to the north. 173rd Lane would continue south on the same alignment to provide access to Parcel 12.25, which would also have access directly from Estrella Parkway via Dry Creek Road.

This PAD Amendment increases the minimum open space from 15% to 20% to ensure residents can enjoy opportunities for outdoor leisure and recreation in Estrella's picturesque setting. Residents will also be in close proximity to the 330' utility easement to the east providing additional open area and trail connectivity. As part of the Project, an 8'-wide decomposed granite trail will be installed along approximately 950 linear feet on the south side of San Miguel Drive to tie into the area's outdoor aesthetic and connect to existing trail systems, including connectivity to the Maricopa Trail. The Project's amenities will include a shaded play area with a play structure, a ramada, and a community grill that connects to the development by paved sidewalks. Tree lined sidewalks will also be constructed along the north side of San Miguel Drive to enhance the pedestrian experience.

The Project will also include retaining walls for stability due to the degree of elevation change on the Property. The Project will provide for aesthetic enhancements where retaining walls exceed 2' in order to minimize any visual impact, and along both Estrella Parkway and San Miguel drive, a 20' landscape buffer will separate the wall from the right-of-way. This proposed condition is consistent with other portions of Estrella along the east side of Estrella Parkway.

IV. Permitted Uses

The permitted uses for the Property will be those uses allowed in the R1-6 Residential Zoning District as set forth in the City of Goodyear Zoning Ordinance ("Zoning Ordinance").

V. Development Standards

The Zoning Ordinance's R1-6 development standards shall apply to the Property except as expressly modified in Table 2 below. The development standards provided in Table 2 below are the same as those approved for Parcel 12.36 in 2019, with the exception that the minimum open space requirement is increased from 15% to 20% as an added benefit for the community. The Request would apply these standards to the entire Property.

Table 2. PAD Amendment Development Standards for Parcels 12.25, 12.36, and 80 Notch

Standard	Estrella Parcel 12.25, 12.36 and 80 Notch Standards	Goodyear – R1-6
Minimum Lot Width	50'	
Maximum Height	30' (2 stories)	30'
Maximum Building Coverage	75%	60%
Front Facing Garage Minimum Setback	18'	20'
Front Minimum Setback	10'	10'
Side Minimum Setback	5'	5'
Rear Yard Setback	15'	20'
Open Space % (of net area) Minimum	20%	15%

Notes:

1. Unless expressly modified in this document, all development within the property shall comply with the City of Goodyear Zoning Ordinance.
2. Design shall be in conformance with the Estrella Phase One PAD and the Single-Family Requirements of Chapter 2 of the City of Goodyear Design Guidelines.
3. Streetscape Elements: At least ONE of the following items will be incorporated into the parcel, as described in the Zoning Ordinance Section 3-2-3:
   a. Decorative paver driveways
   b. Porches and Courtyards
   c. Detached Sidewalks
   d. Additional design features similar in scope as determined by the Zoning Administrator and/or his/her designee.

This request also expressly permits retaining walls, which are necessary to provide stability for the Project due to the more than 30' east-west change in elevation on the Property. Theme walls will be constructed on top of retaining walls. Standards for retaining walls have been tailored to fit the Project needs and are as follows:

Except as modified herein, the provisions of Section 3-2-3.C.e shall apply to walls within the Project:

- Retaining walls are permitted with a maximum height of 6'.
- A privacy, perimeter, or theme wall may be constructed on top of a retaining wall.
    - Any final plat within the Property shall contain a note that the combined wall height for residential lots may be up to 12' if needed for retaining.

- Any wall with retaining wall in excess of 2' shall incorporate aesthetic enhancements that reduce the visual impact, such as a change in material with painted CMU and stucco veneer, with final design to be approved with the preliminary plat.
- Standards for Lots Adjacent to Estrella Parkway and San Miguel Drive.
    - Any wall with retaining wall in excess of 2' shall be separated from Estrella Parkway or San Miguel Drive by a landscape buffer with a minimum depth of 20' from the Property boundary.
    - The maximum combined height of a retaining wall and privacy, perimeter, or theme wall shall be 10' along Estrella Parkway or San Miguel Drive.
- Where unique conditions exist and the provisions contained herein cannot be satisfied, alternative design and retaining solutions may be proposed and approved by the Zoning Administrator and/or his/her designee to ensure safety and maintain the area's overall design theme, provided that the Director may not approve a wall exceeding the maximum height set forth herein for more than 50 linear feet per instance.

The proposed retaining wall standards are consistent with existing development on the east side of Estrella Parkway and will maintain the community's character. The proposed 20' landscape buffer along Estrella Parkway and San Miguel Drive will provide separation from the roadway to maintain the open feeling of the Estrella community, while changes in materials will provide aesthetic enhancements to the wall itself. The landscaped area will feature shrubs and trees that provide screening and shade to the adjacent sidewalk and create a visual sense of separation. These aesthetic enhancements will maintain or improve upon the current condition along the east side of Estrella Parkway

VI. Access and Circulation

a. Vehicular Circulation

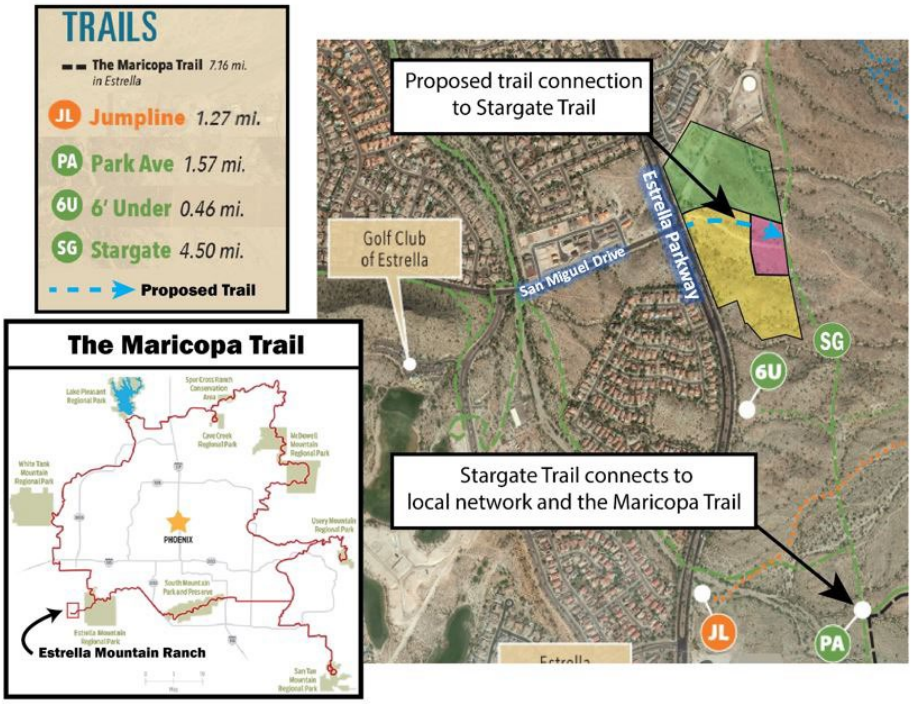
Internal circulation to the community will be provided from entrances constructed from San Miguel Drive, an east-west 60' collector road bisecting the Property. Access to Parcel 12.25 will also be provided from Dry Creek Road off Estrella Parkway, a scenic arterial to the west. Local streets with 50' right-of-way are proposed within the community. A traffic report will be provided under separate cover.

b. Pedestrian Circulation

Sidewalks and pathways will provide pedestrian circulation within the Project. Local streets will include sidewalks adjacent to curb. Connections to the open space areas from these attached sidewalks will be provided by pathways. All paved access routes shall meet ADA guidelines. The Project is also adjacent to an extensive trail system and will provide an 8' decomposed granite trail along the south side of San Miguel Drive. This trail will be approximately 950 linear feet and will connect to the Estrella Loop Trail, which is also referred to as the Star Gate Trail, within the large utility easement to the east. See Figure 4.a. and 4.b. on the following page.

Figure 4.a.
Location of
Proposed DG Trail

Figure 4.b.
Connectivity of Proposed
Trail to Surrounding
Area Trails



VII. Open Space and Amenities

The Project will increase the minimum open space requirement from 15% to 20% in order to ensure residents have ample area for outdoor leisure and recreation. The open space will include a shade ramada with two picnic tables, a covered play area with a play structure, a circular walkway with bench seating, and a large active play natural turf lawn. The Property is also located in close proximity to the Golf Club of Estrella, as well as North Lake Park and South Lake Park. Both lakeside parks feature multi-use fields, basketball courts, and paved jogging paths. The 330' utility easement running along the Project's eastern boundary provides additional opportunities for open area recreation and creating a buffer for residents.

VIII. Landscaping, Fences, Walls, and Screening

Proposed wall types shall represent the Estrella theming, which provides a pleasing sense of community character. They will also create a cohesiveness across the parcels while maximizing open views and providing visual interest through patterning, wall color, and texture. Project signage will be provided in optimal locations at entries for ease of way finding that is typical for the Estrella community. The landscaping design will provide a pleasant mixture of desert friendly trees, shrubs, accent plants, and ground cover. The variety used in the Project's landscaping will provide shade, create interest, and provide continuity to the surrounding landscape in this Goodyear neighborhood.

IX. Utilities and Services

Utility services are readily available for the community. Table 3 below describes utility providers for the Project.

Table 3. Utility Providers

Utility	Provider
Water	City of Goodyear
Wastewater	City of Goodyear
Electric	Arizona Public Service
Gas	Southwest Gas Corporation

X. Community Facilities and Services

Table 4 outlines the community service providers.

Table 4. Communities Facilities and Services

Service	Provider
School	Liberty Elementary School District No. 25 Buckeye Union High School District
Police	Goodyear Police Department
Fire	Goodyear Fire Department

XI. Drainage

The Property lies within Flood Zone "X" as delineated on the Federal Emergency Management Agency (FEMA) FIRM Map No. 04013C2625M, dated November 4, 2015. Flood Zone "X" is defined by FEMA as areas of 500-yr flood; areas of 100-yr flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-yr flood. Stormwater retention/detention basins are sized so the post-development flows entering adjacent parcels are lower than pre-development flows. Basins will be designed to drain within 36 hours by percolation and drywalls. Offsite flows are routed through and around the site and released back to historical conditions. A preliminary drainage report is included with this submittal.

XII. Water and Sewer

City of Goodyear water and wastewater systems exist in the area and are proposed to serve the Project with required infrastructure improvements. The system will connect to the existing 16-inch waterline in Estrella Parkway at the intersection of San Miguel Drive. There is sufficient water to serve the Project based on the CAP water agreement and the available EDUs for development in Estrella.

Within the Project, a system of 8-inch gravity sewer lines is proposed to direct sewer flows from the east of the development to west to an existing 8-inch sewer line in Estrella Parkway. The wastewater will be processed at the Corgett Wastewater Facility. Preliminary water and wastewater reports are provided with this submittal under separate cover.

XIII. Development Schedule

Each parcel is proposed to develop independently of each other and alongside the development of West San Miguel Drive. Construction of West San Miguel Drive will occur along with the first residential development for the Property.

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

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

a. Consistency with the goals, objectives, policies and future land use map of City's General Plan; consideration of current market factors, demographics, infrastructure,

traffic, and environmental issues; and if conditions have changed significantly since the Plan was adopted.

The City of Goodyear's General Plan Land Use and Transportation Map designates the Property as Neighborhood, which permits residential densities up to 5 du/ac anywhere within the designation. The Project's overall approximately 2.99 dwelling units per gross acre density is within this range. The Project's consistency with specific goals, objectives, and policies in the General Plan is provided below.

Standard 5. *Goodyear promotes a safe walkable and bikeable community. Each development should be located and designed to reduce vehicle trips and miles whenever possible. Pedestrian and bicycle connections shall be provided between and within developments to allow the community to walk or bike to nearby destinations.*
Standard 31. *Pedestrian and bicycle connections shall be provided to internally and externally link residential uses to nearby commercial uses, schools, parks, other neighborhoods, and other important destinations by walking or biking.*
Standard 32. *New subdivisions should be designed to provide convenient pedestrian access to adjoining streets, open spaces, and commercial areas. Subdivision design is encouraged that minimizes or avoids the use of typical subdivision perimeter walls. If subdivision walls are proposed, they should include pedestrian access points for pedestrian movement. The pedestrian access points should be strategically located to maximize usage by residents.*
Objective CC-1-2. *Ensure neighborhoods are internally and externally connected.*

The Project will add a new housing option on currently vacant land that will integrate into the existing system of streets, sidewalks, and trails. Thousands of lots have been developed west of Estrella Parkway in the Estrella community. By developing this infill site, the Project will complete a stretch of residential development east of Estrella Parkway that runs south to the Estrella Foothills High School and is constrained on the east by a 330' electrical easement. The Property is less than one mile from the high school and just over one mile from theWestar Elementary School, providing easy access to schools for Project residents. In addition, the Project's over 20% percent open space, trails, and paved sidewalks will provide connectivity for pedestrians, hiking enthusiasts, and cyclists to the extensive trail system surrounding the Property.

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

The Project has an overall residential density of approximately 2.99 du/ac, which is well within the 5 du/ac density permitted throughout the Neighborhood land use category.

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

This Project will pay its fair share for infrastructure. Preliminary water, sewer, and drainage reports are included under separate cover and provide additional detail regarding infrastructure.

> **Goal CC-1** - *Vibrant and complete neighborhoods recognized as being people and family-friendly, each with their individual character yet connected and integrated into a cohesive Goodyear.*
> **Goal CC-2 -** *A diverse stock of high quality housing that meets the needs of all residents.*
> **Objective CC-1-1**. *Create and foster complete neighborhoods.*
> **Objective CC-2-1**. *Provide diverse and quality housing products*.

The Project fosters complete neighborhoods by adding a housing enclave on a constrained infill property. This area of Estrella already has a mix of lot sizes with homes from multiple high-quality builders, and the Project will provide additional opportunities for homebuyers in popular sizes. Estrella's overall diversity offers homes for many types of buyers and includes move-up opportunities within the community. The Project will provide over 20% open space with native landscaping, meandering sidewalks, shaded play structure, ramada, and proximity to schools and community amenities will make it an attractive addition to Estrella.

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

The Project is designed with generous open space and amenities to create and maintain an attractive and high-quality neighborhood. Neighborhood theming will be consistent with this portion of Estrella. The Project's streetscape will also be enhanced with an additional streetscape feature to be approved by staff in the plat stage.

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

To identify the neighborhood, the Project will display entry monumentation for at least one access point that is consistent with surrounding Estrella neighborhood. As is typical in Estrella, the eventual builders will provide the name for the subdivision later in the development process.

> **Goal CC-3** A parks, trails, open spaces, and recreation facilities system that is regionally and locally linked and accessible, that serves existing and future residents and contributes to the community's social, economic, and environmental quality.
> **Objective CC-3-1**. *Develop parks and recreation facilities in support of programs and events desired by city residents, that support economic development and that promote neighborhood identity and quality of life.*
> **Goal CC-4** A non-motorized trail and path network that provides safe and convenient opportunities for bicycling and walking.
> **Objective CC-4-2.** *Develop the off-road trail system.*

The Project's open space and amenities will be consistent with the general theming of Estrella

and provide a quality resident experience. Estrella is home to a robust trail system reaching to the Estrella Mountain Regional Park, and the Project will provide connections to this existing trail system with the proposed approximately 950' decomposed granite trail connection along the south side of San Miguel Drive.

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

The Property has a natural boundary to the east with a wash and large electrical easement. The Property is sloped rising toward the Estrella Mountains to the east and will require retaining walls for stability.

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

The Project is compatible with surrounding residential uses in Estrella and will conform to the overall community character. The Request would apply the approved development standards for Parcel 12.36 to the entire Property, creating a uniform set of standards for the subdivision. In addition, the Project layout is consistent with the surrounding residential uses, in particular by setting residential enclaves in the constrained area immediately east of Estrella Parkway, which also serves to prevent cut through trips and keeps through traffic on the Estrella Parkway arterial.

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;

Extending Parcel 12.36's development standards to the Property will provide for uniform application of standards to the subdivision and ensure consistency of Project character. The Property is better suited for single-family residential development consistent with this stretch of Estrella Parkway's eastern frontage because of the natural boundary created by the electrical easements and the irregular parcel configuration precluding a school site.

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;

Estrella has a history of high demand for a variety of single-family housing products. This request will apply uniform standards supporting a popular size home product consistent with the scale of the surrounding single-family residential development. The Property is also conveniently situated along Estrella Parkway, providing for convenient access throughout the community and to regional transportation routes.

f. Demands for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public

infrastructure and facilities and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools and emergency services facilities and equipment;

As an infill site, the Project is able to construct connections to existing infrastructure. In addition, as a residential community, the Project will include school-age children. Table 5 below provides a standard student ratio calculation for the elementary school district and high school district. In addition, the developer is working with the school districts about current and future school demand within Estrella as a whole.

Table 5. Standard Student Ratios

School Type	No. of Res. Units	Student Ratio	No. of Students
Elementary School	114	0.30 Students/Unit	34
High School	114	0.19 Students/Unit	22
Total	**114**		**56**

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

There is already infrastructure in the area, in particular along Estrella Parkway. Because of the significant existing and planned public services in the vicinity, adverse fiscal impacts are not anticipated. The Project will include the improvements needed to connect to existing infrastructure and services and will comply with City requirements to facilitate infrastructure connections.

h. General public's concerns;

The applicant will comply with the citizen review process set forth in Section 1-3-8 of the Zoning Ordinance to determine if any concerns are raised by the public.

i. Whether the amendment promotes orderly growth and development;

The Request will extend the recently approved development standards for Parcel 12.36 to the Property so that the Project may be developed under a uniform set of standards. This development pattern is consistent with the east side of Estrella Parkway north of Estrella Foothills High School. In addition, the Parcel 80 Notch is better suited for residential development because it is separated from the remainder of the commercial site by a 330' electrical easement.

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.

This Project is a thoughtfully planned community that will increase housing options while remaining consistent with the area's existing residential character.

XV. Conclusion

The Project will provide a new and attractive residential community consistent with the character of Estrella by extending Parcel 12.36's approved development standards to the entire Property and updating retaining wall standards to provide necessary stability and match the surrounding area. This subdivision will be compatible with existing and planned development in the area while supporting the goals and objectives of the City of Goodyear.

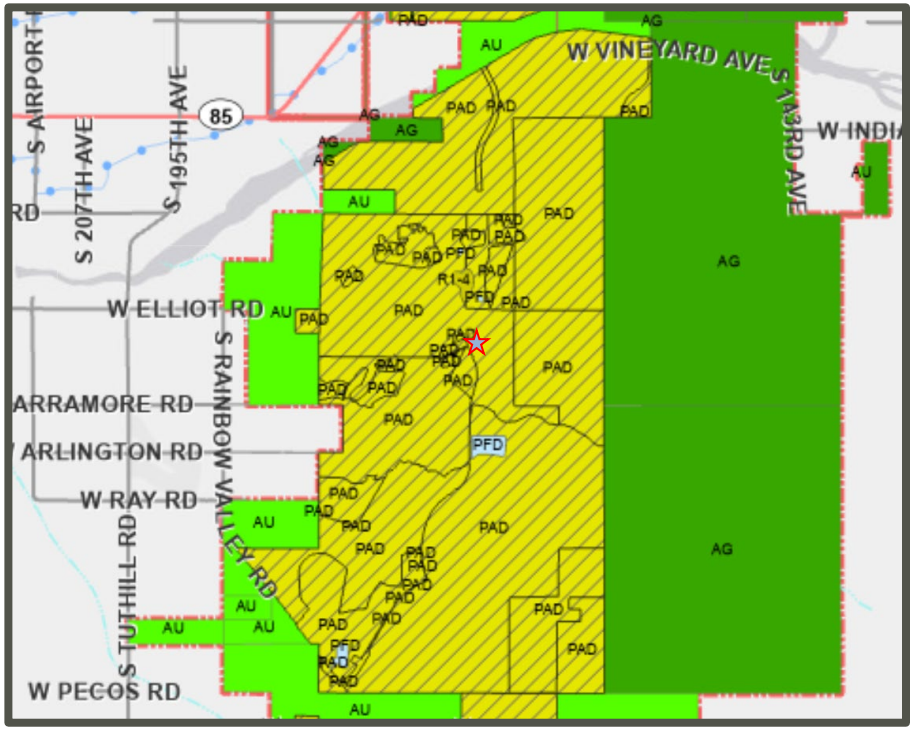
Estrella
Parcels 12.25, 12.36 and 80 Notch

City Council Meeting
October 30, 2023

Location

ESTRELLA

- Estrella Mountain Ranch
  - Northeast and southeast corner of Estrella and San Miguel
  - Approximately 37.45-acres



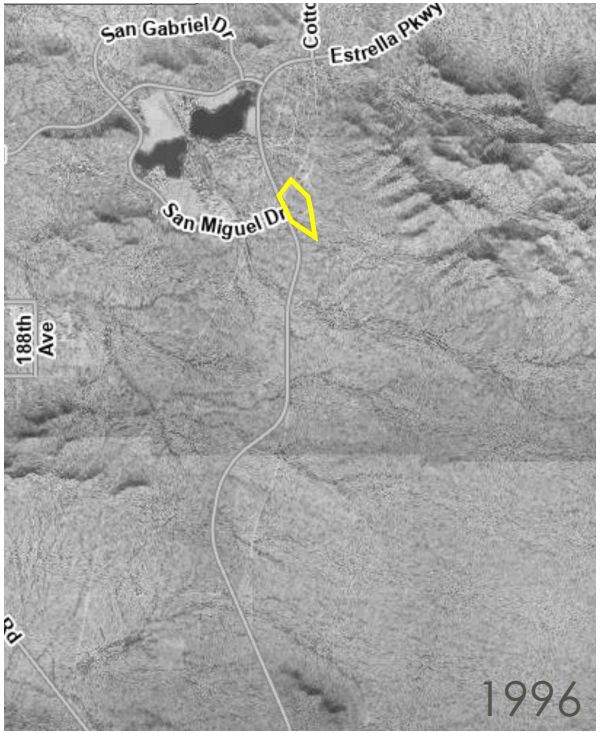
Specific Location

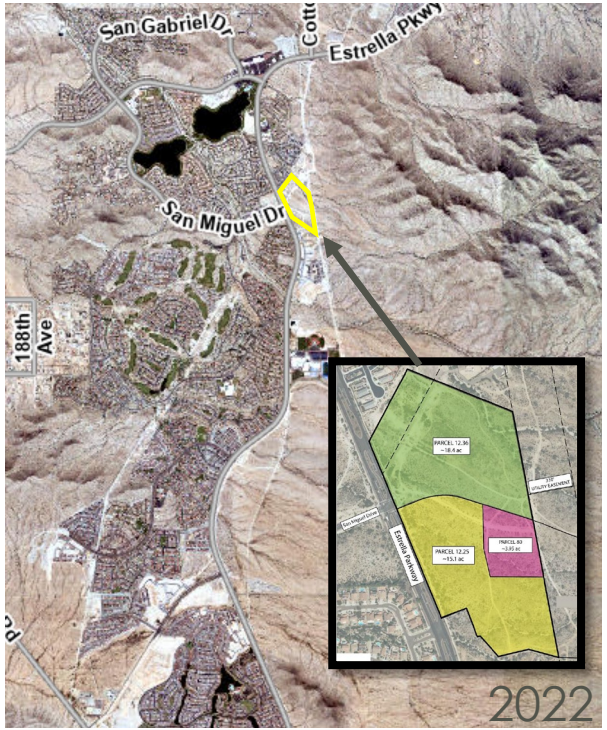
ZOOMED IN

- NEC and SEC of Estrella and San Miguel
  - North
    - City Well and Overlook
  - South
    - Acacia Foothills
  - East
    - Powerline Corridor and Trails
  - West
    - HOA Open Space, Highlands and Cielo

Zoning History

ESTRELLA



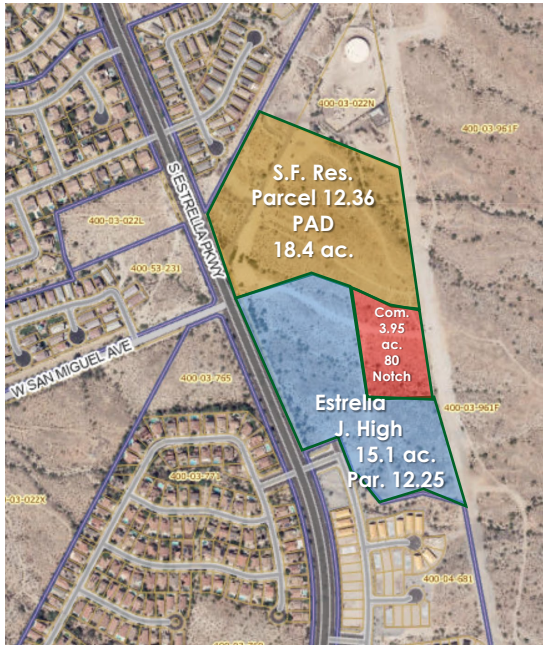


Estrella Parcels 12.25, 12.36 and 80 N

PROPOSAL AND LAND USE AND RESTRICTIONS

- 37.45 Acre Community
- R1-6 with PAD Overlay
  - Setbacks
  - Design Elements
  - Walls

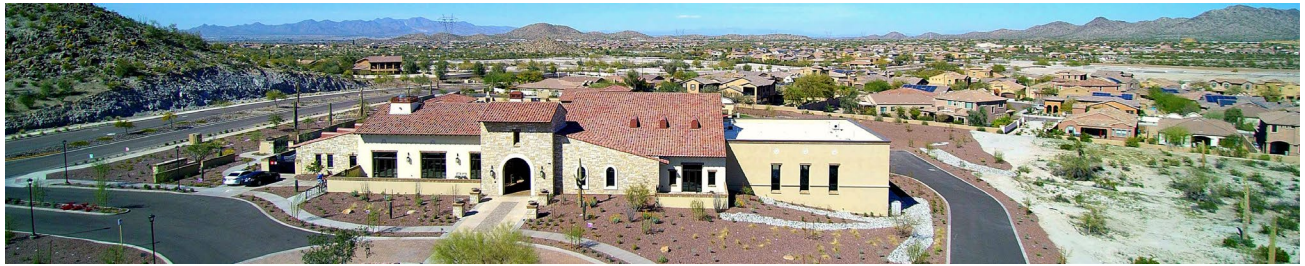
From:



To:

Estrella

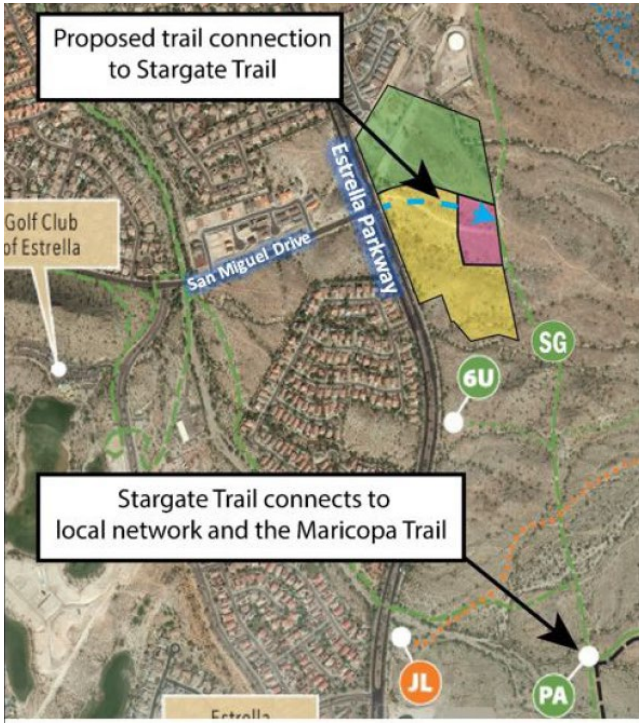
AMENITIES

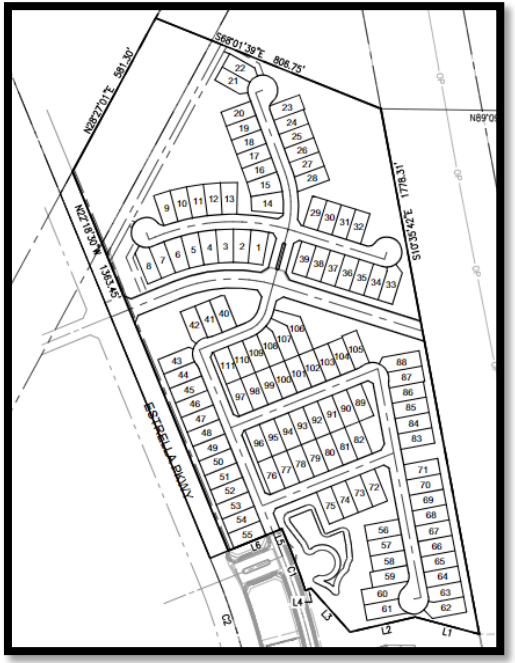


*Images of Estrella

Estrella

CONNECTIVITY AND STREETSCAPE AND WALLS



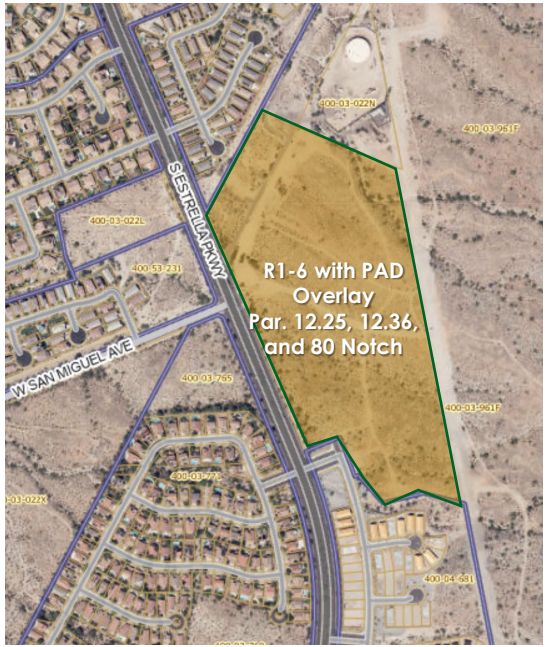


*Images Conceptual In Nature

Recommendation

APPROVE SUBJECT TO STIPULATIONS

- Recommend Approval of Rezone (37.45 acres)
  - From:
    - Planned Area Development
      - Single-Family (18.4 acres)
      - Junior High (15.1 acres)
      - Commercial (3.95 acres)
  - To:
    - R1-6 with PAD Overlay (37.35 acres)
      - Subject to Stipulations



Land Use

CITY OF
Goodyear

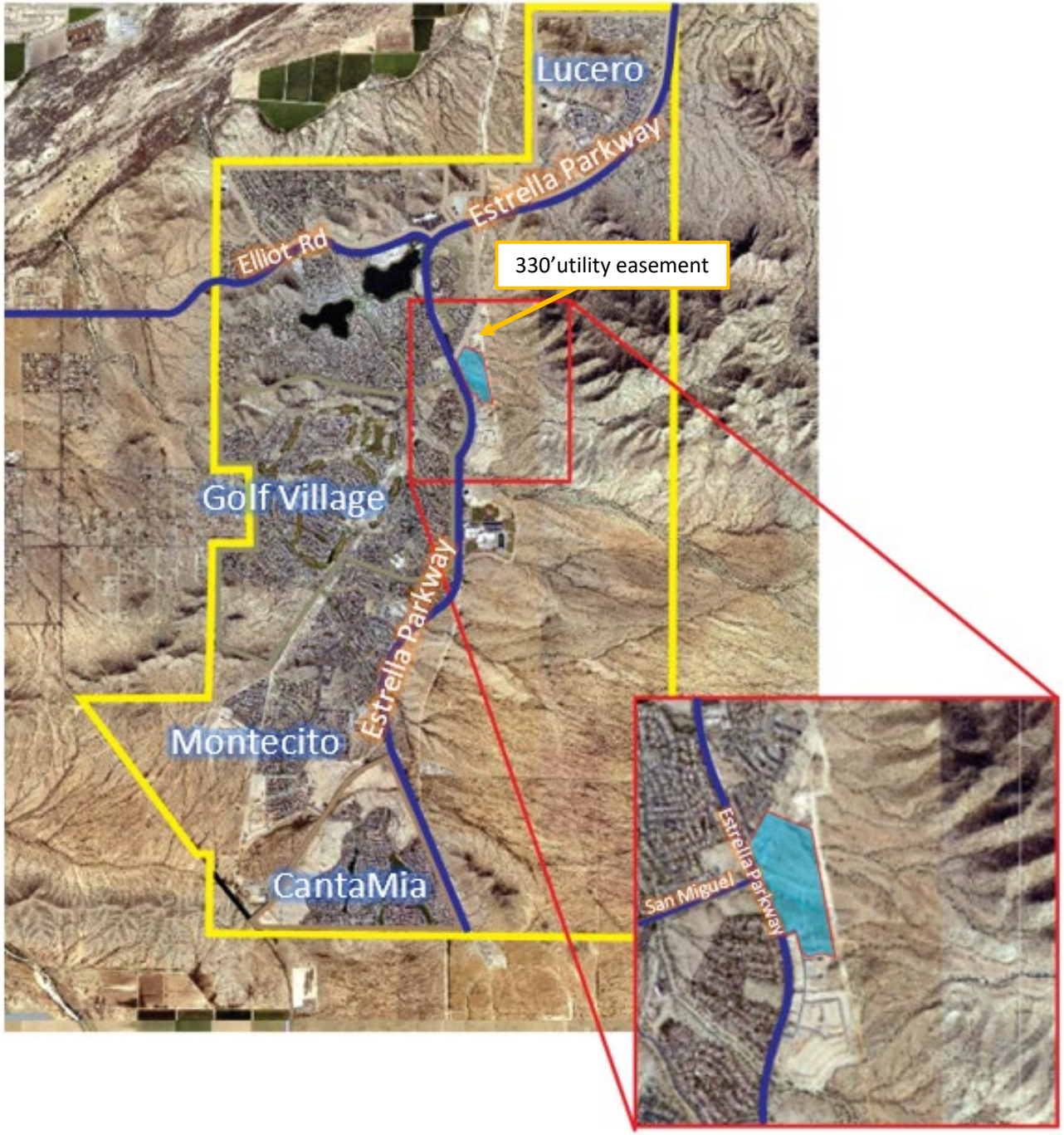
Estrella PAD Amendment

Parcels 12.36, 12.25, and 80 Notch

Vicinity & Request

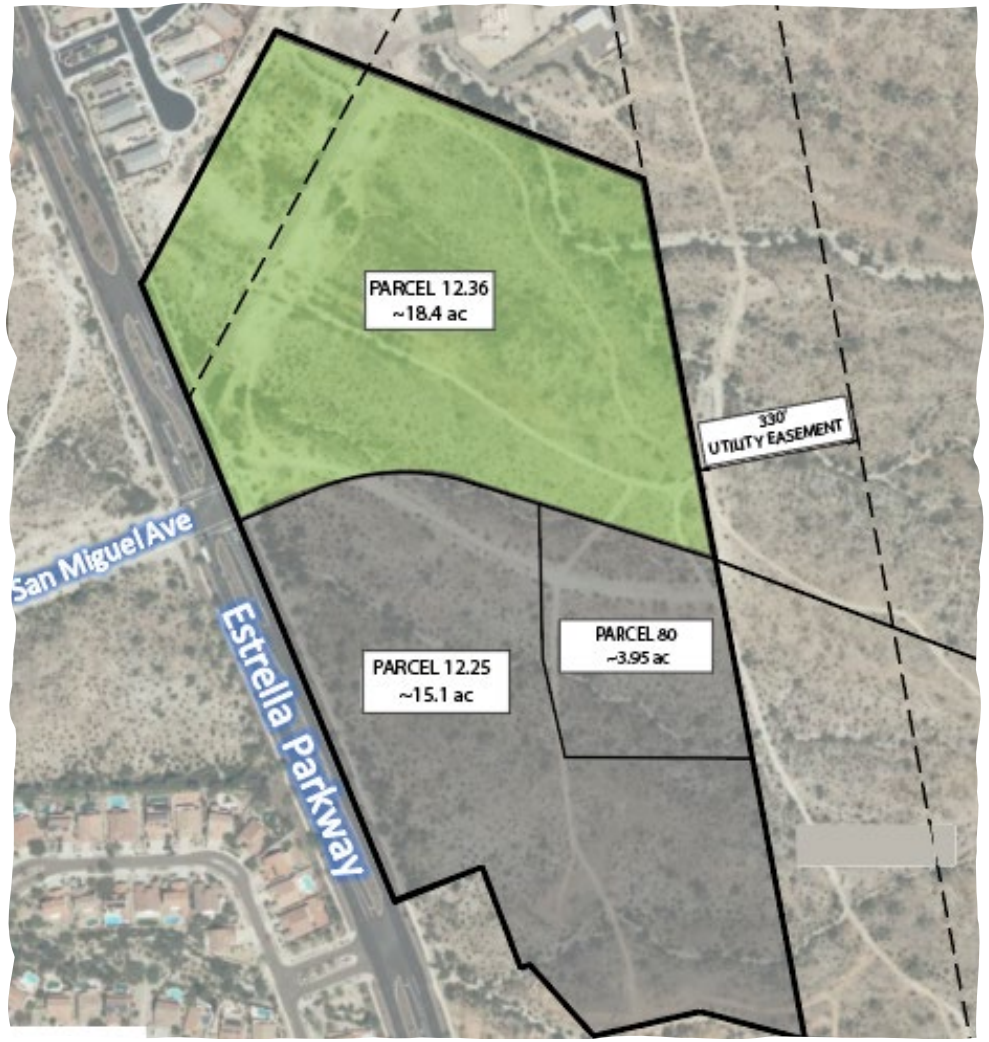
Site is approximately 37.5-acres, located on the northeast and southeast corners of Estrella Parkway and San Miguel Drive

Rezone request will permit the construction of a 114-single family homes subdivision



Site Plan

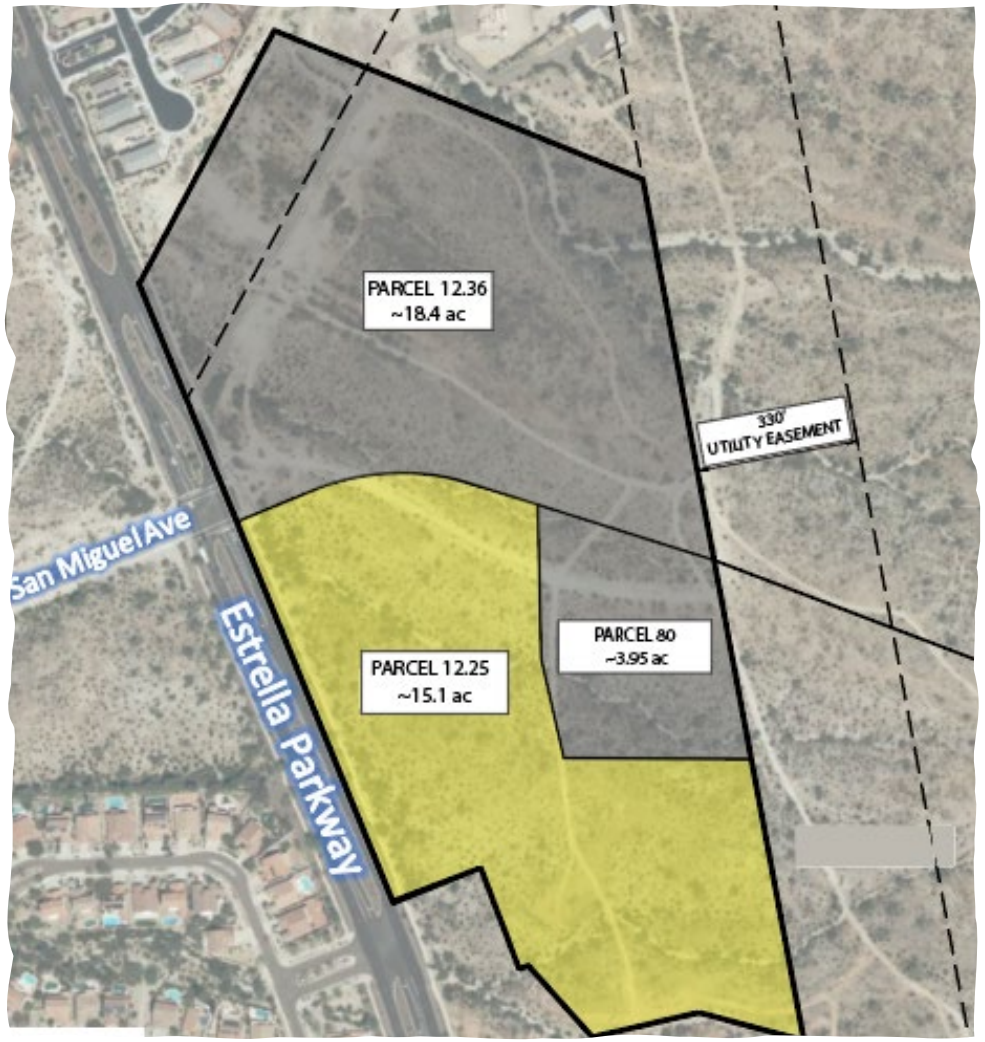
Parcel 12.36 | 18.4-ac



- Parcel is designated for Single-Family Residential
  - Subject to development standards approved in the Estrella Parcel 12.36 PAD Amendment **approved in 2019**

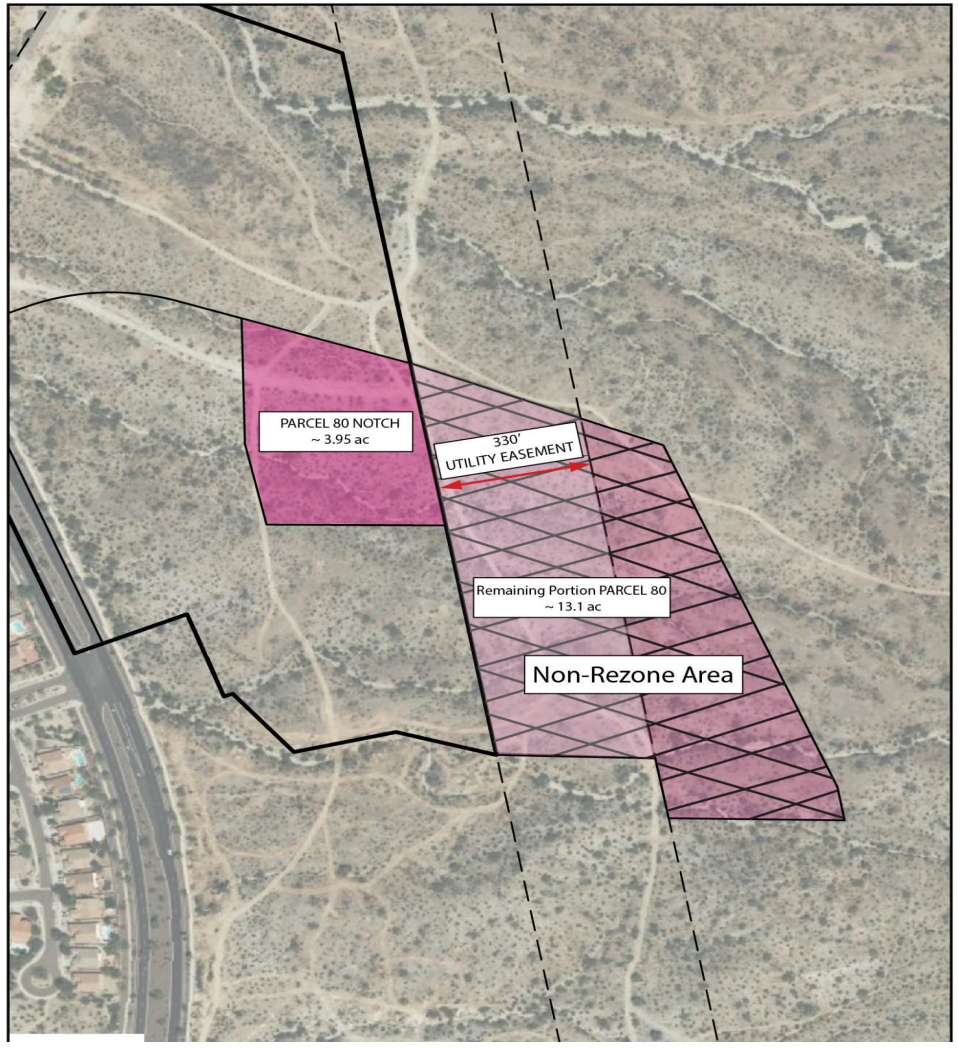
- Approximately 200 ft of the northwest portion of the Parcel is within an electrical utility easement and will remain undeveloped

Parcel 12.25 | 15.1-ac



- Parcel was originally designated for a Junior High school in 1988
- Under the existing zoning, the Parcel maintains the ability for residential development
- School District does not request the parcel for a school
- Site is irregularly shaped and has challenges due to topography

Parcel 80 | 3.95-ac (Notch)
13.1-ac (Not part)



- Request amends ~4-acres of Parcel 80 commercial zoning to permit single-family development consistent with Parcel 12.36 & 12.25
- 3.95-acre site is separated from the remainder of Parcel 80 by an approximate 330 ft electrical utility easement
- Due to this constraint, development of this parcel for commercial uses would be infeasible and more appropriately aligned with the development of Parcels 12.36 & 12.25
- Remaining 13.1-acre portion of Parcel 80 will not be part of the Rezone request and remain zoned for commercial uses

Project Development Standards

- Standards were already approved for ~18-arce Parcel 12.36 in 2019
- This request would extend those standards to apply uniformly across the ~37-acre subdivision
  - Consistent with surrounding subdivisions
- 114-home subdivision would result in 3.0 du/ac density

Development Standards Matrix	
Standard	**Estrella Parcel 12.25, 12.36 and 80 Notch**
Minimum Lot Width	50'
Front Yard Setback (Front Facing Garages)	18'
Front Yard Setback (Livable Space)	10'
Side Yard Setback	5' & 5'
Rear Yard Setback	15'
Maximum Lot Coverage	75%
Maximum Height	30' (2 stories)
Open Space	20%

Provision for 20% exceeds the open space requirement of 15% in the R1-6 District and existing standards of 12.36

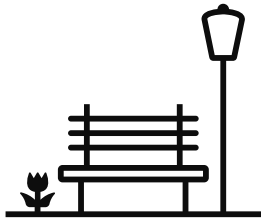
Open Space and Recreation

Increase to 20% minimum open space requirement

Project will provide outdoor amenities for residents such as a playground, ramada, trees, and a picnic area with a community grill.

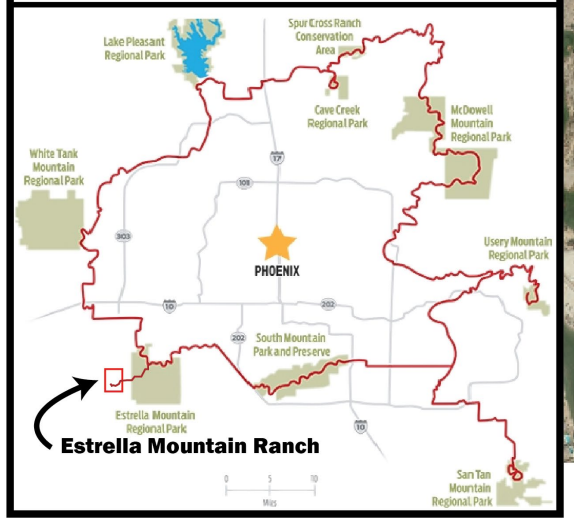
Decomposed granite trail along San Miguel will connect to existing trail network and Estrella Mountain Park

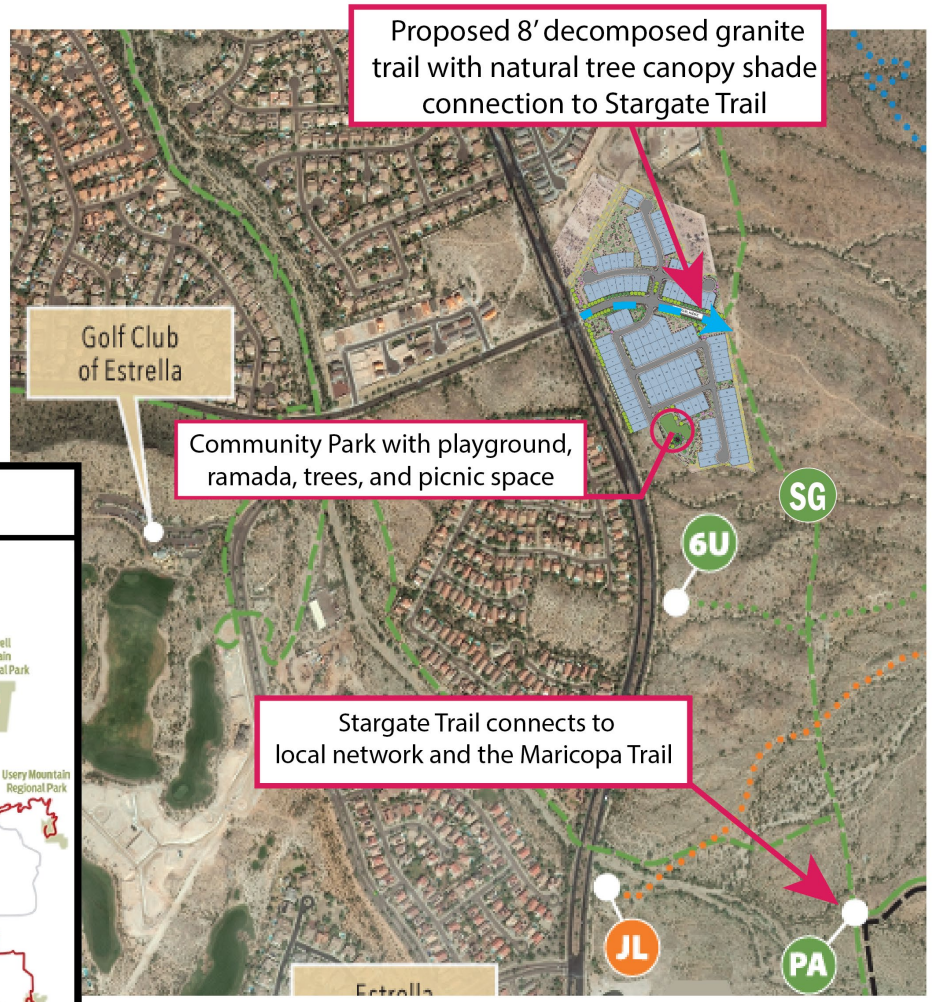
Amenities: On-site and Trail Connections



TRAILS

- The Maricopa Trail *7.16 mi. in Estrella*
- JL Jumpline *1.27 mi.*
- PA Park Ave *1.57 mi.*
- 6U 6' Under *0.46 mi.*
- SG Stargate *4.50 mi.*
- Proposed Trail

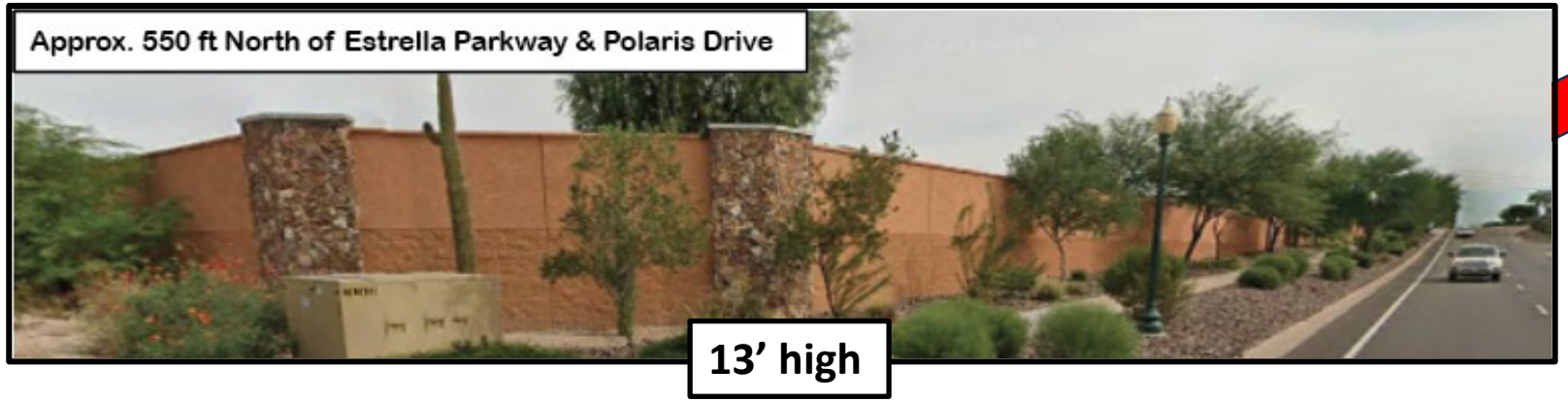




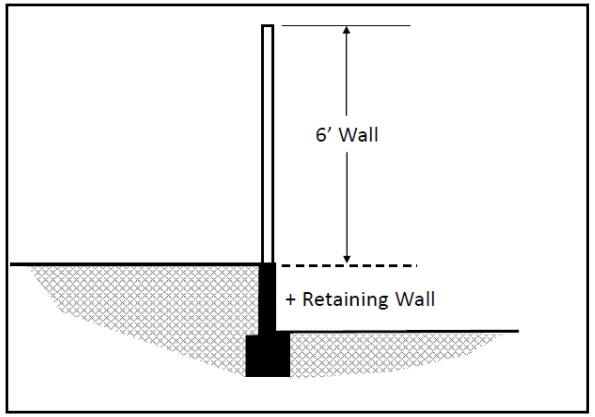
Connectivity to Estrella Community Amenities

Residents are minutes away from both the Starpointe and Presidio Residents Clubs

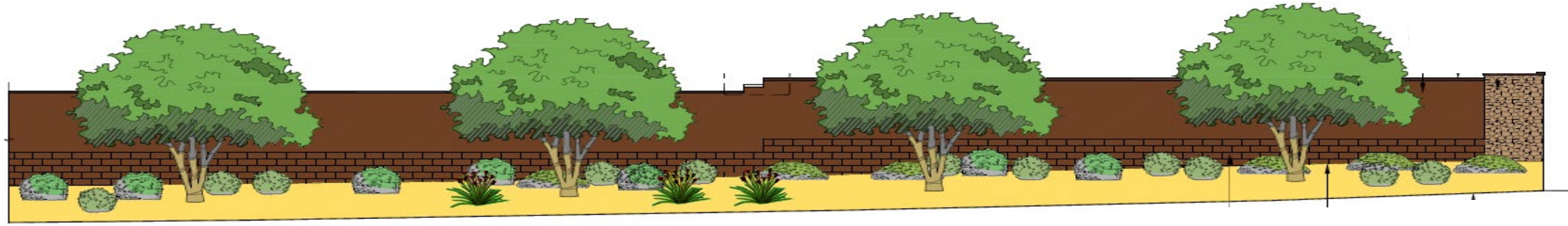
Retaining Walls - Existing Conditions along Estrella Parkway



Modifications to Permit Retaining Walls



- Property has at least 30' grade change as it heads toward mountains to the east
- Modified standards would account for retaining walls with theme walls on top
  - Maximum combined wall height of 12': 6' retaining portion + 6' theme wall
- For retaining walls adjacent to Estrella Parkway or San Miguel Drive:
  - Minimum 20' landscape buffer
  - Maximum combined height of 10'
- Any wall with a retaining wall taller than 2' will include aesthetic enhancements



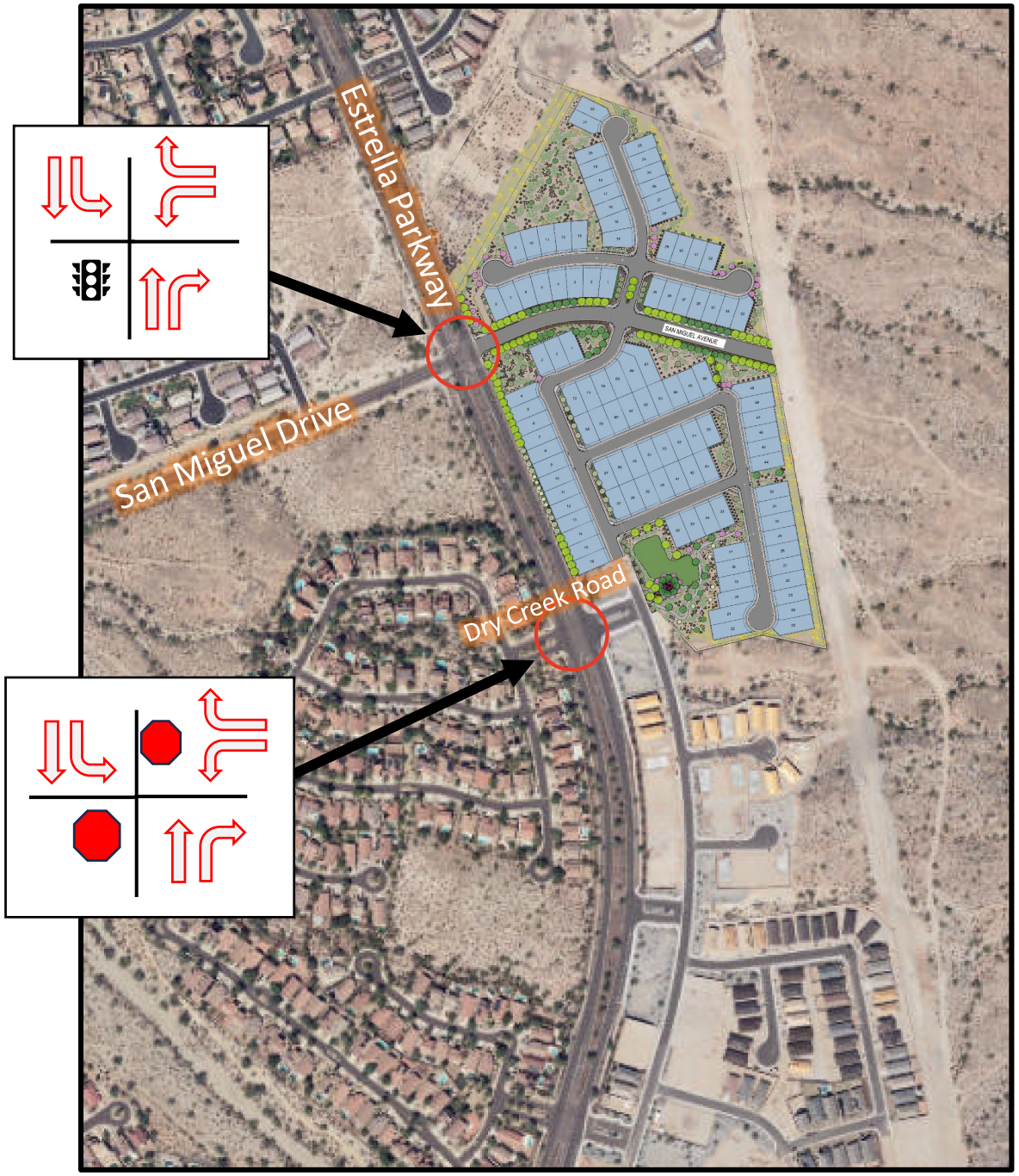
Thank you

Circulation

- Proposed development is expected to generate approximately 1,094 daily trips at full occupancy:
  - 81 trips in AM peak
  - 109 trips in PM peak

- Project is a reduction of nearly 1,000 daily trips from previous school designation

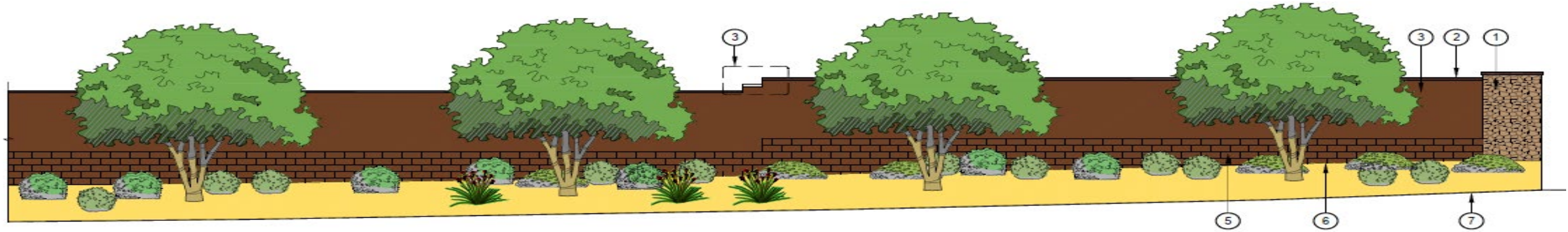
- Northbound right-turn lane to be added to the intersection of Estrella Parkway and San Miguel Drive w/250’ of storage

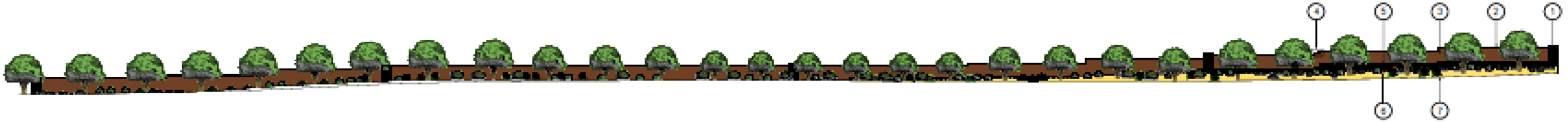


Full wall elevation along Estrella Parkway

1. COMMUNITY THEME COLUMN WITH STONE VENEER AND PRECAST CONCRETE CAP

   PRECAST CONCRETE CAP, PAINTED TO MATCH WALL
3. STUCCO VENEER, PAINTED
4. STAGGERED WALL AT GRADE TRANSITIONS
5. SPLIT FACE CMU BLOCK, PAINTED
6. FINISH GRADE
7. SIDE WALK





ITEM #: 13.
DATE: 10/30/2023
AI #:1721

CITY COUNCIL ACTION REPORT

SUBJECT: COMMERCIAL TOURISM RESORT AND HOTEL SIGN FREE ZONE

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

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SUMMARY

Request to consider the approval of a Resolution creating Commercial Tourism, Commercial Resort and Hotel Sign Free Zones within the City of Goodyear, in accordance with A.R.S. § 16-1019(F).

STRATEGIC PLAN ALIGNMENT

Quality of Life

Economic Vitality

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2336, AUTHORIZING ESTABLISHING CRITERIA FOR COMMERCIAL TOURISM RESORT AND HOTEL SIGN FREE ZONES PURSUANT TO A.R.S. § 16-1019(F) WITHIN THE CITY LIMITS OF THE CITY OF GOODYEAR AND PROVIDING EFFECTIVE DATE. (Christian M. Williams, AICP, Principal Planner)

FISCAL IMPACT

The action does not incur a cost on the city or cause a fiscal impact on the city. The policy aligns with state law and allows for political signs within the right of way to be removed in order to not detract from the scenic and aesthetic appeal within the city's commercial tourism, resort and hotel areas.

BACKGROUND AND PREVIOUS ACTIONS

On April 28, 2011, the then governor signed HB2500, which enacted changes to A.R.S. § 16-1019 such that municipalities are pre-empted from enforcing municipal sign codes in regard to political signs within municipal rights-of-way ("ROW") during certain periods before and after election dates.

A.R.S. § 16-1019 (F.) allows for an exception for up to two areas to be designated by the municipality as a commercial tourism, commercial resort and hotel sign free zones ("Sign Free

Zones"), as such Sign Free Zones are designated by the municipality whereby political signs can be removed from the ROW.

STAFF ANALYSIS

Since the enactment of A.R.S. § 16-1019, the city has yet to implement Sign Free Zones within Goodyear.

The city has experienced tremendous growth of commercial, tourism, resort and hotel activity within two areas of the city:

- the Civic Square and Entertainment area (“North Zone – Civic Square and Entertainment Sign Free Zone”); and,
- the Ballpark Village areas (“South Zone – Ballpark Village Sign Free Zone”)

These areas are collectively the “Sign Free Zones”.

The proposed Resolution would designate, in accordance with A.R.S. § 16-1019(F.), Sign Free Zones and allow the city to restrict the placement of political signs within the ROW of said Sign Free Zones which detract from the scenic and aesthetic appeal of the area and deter its appeal to tourists.

Attachments

Resolution and Exhibits

Presentation

RESOLUTION NO. 2023-2336

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING ESTABLISHING CRITERIA FOR COMMERCIAL TOURISM RESORT AND HOTEL SIGN FREE ZONES PURSUANT TO A.R.S. § 16-1019(F) WITHIN THE CITY LIMITS OF THE CITY OF GOODYEAR AND PROVIDING EFFECTIVE DATE.

WHEREAS, on April 28, 2011, the then governor signed HB2500, which enacted changes to A.R.S. § 16-1019 such that municipalities are pre-empted from enforcing municipal sign codes with regard to political signs within municipal rights-of-way ("ROW") during certain periods before and after election dates; and

WHEREAS, A.R.S. § 16-1019(F.) allows an exception for up to two areas to be designated by the municipality as a commercial tourism, commercial resort and hotel sign free zones ("Sign Free Zones"), as such Sign Free Zones are designated by the municipality whereby political signs can be removed from the ROW; and

WHEREAS, the City has determined that it has a predominance of commercial tourism, resort and hotel uses within certain Sign Free Zones; and

WHEREAS, the City Council hereby determines that the placement of political signs within the ROW of said Sign Free Zones will detract from the scenic and aesthetic appeal of the area within the zone and deter its appeal to tourists; and

WHEREAS, the City Council desires to identify by this resolution the location and extent of the ROW areas to be designated as the City's Sign Free Zones; and

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

SECTION 1. PURPOSE

The full extent of any ROW contained within the following Zones are hereby identified as being located within the two Sign Free Zones permitted by the provisions of A.R.S. § 16-1019(F); as also reflected on the attached Exhibit A, the Map of the Sign Free Zones, incorporated herein by this reference.

North Zone – Civic Square and Entertainment Sign Free Zone

South Zone – Ballpark Village Sign Free Zone

SECTION 2. DECLARATION OF PUBLIC RECORDS

That certain document titled “SIGN FREE ZONES,” a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

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.

SECTION 4. EFFECTIVE DATE

This Resolution shall become effective 30 days after its passage and adoption by the Council of the City of Goodyear.

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

_____
Joe Pizzillo, Mayor

Date: _____

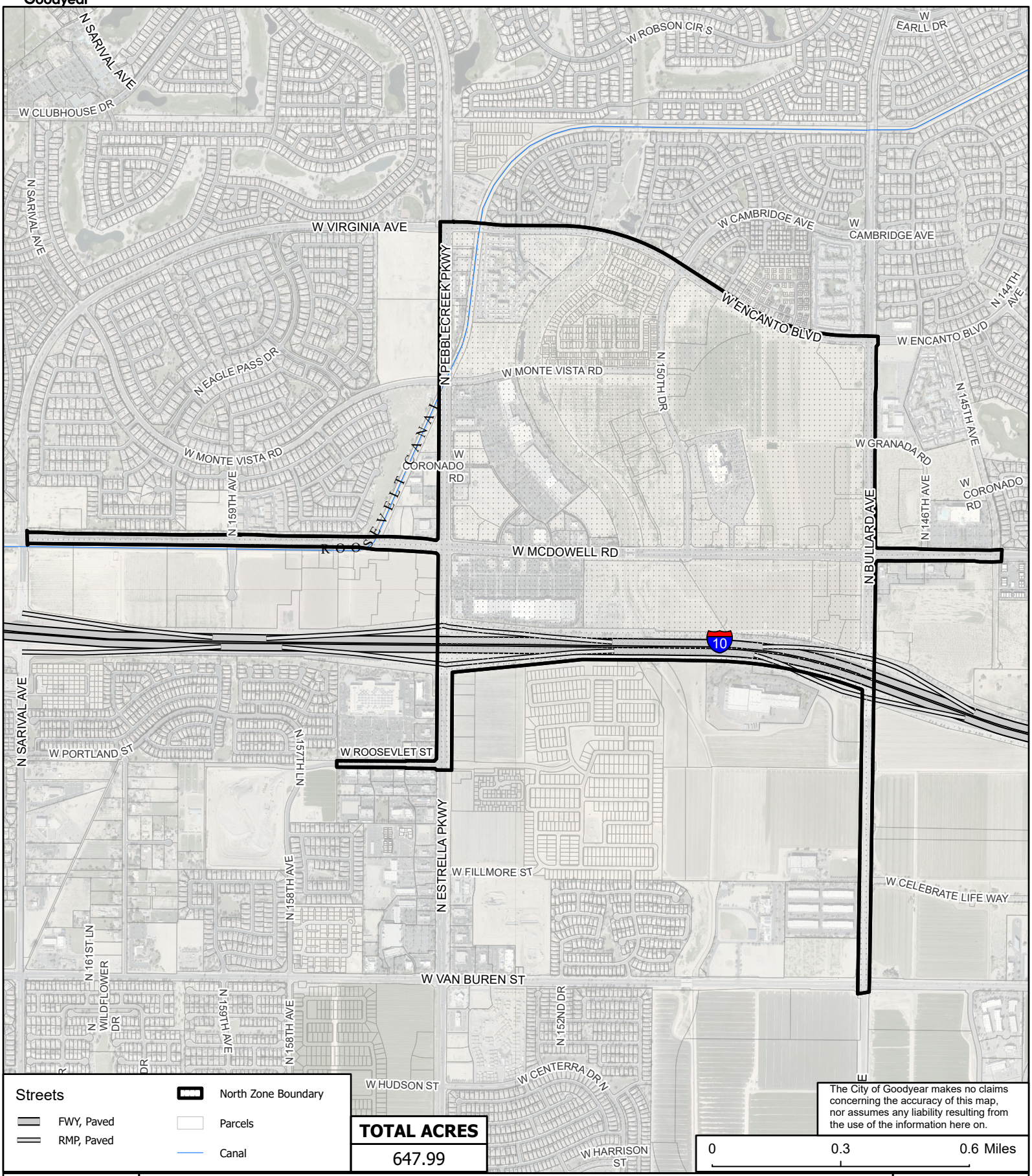
ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

SIGN FREE ZONE



Streets

- FWY, Paved
- RMP, Paved

- North Zone Boundary
- Parcels
- Canal

TOTAL ACRES

647.99

The City of Goodyear makes no claims concerning the accuracy of this map, nor assumes any liability resulting from the use of the information here on.

0 0.3 0.6 Miles

Exhibit A	North Zone - Civic Square and Entertainment Sign Free Zone	Page 1 of 2

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SIGN FREE ZONE

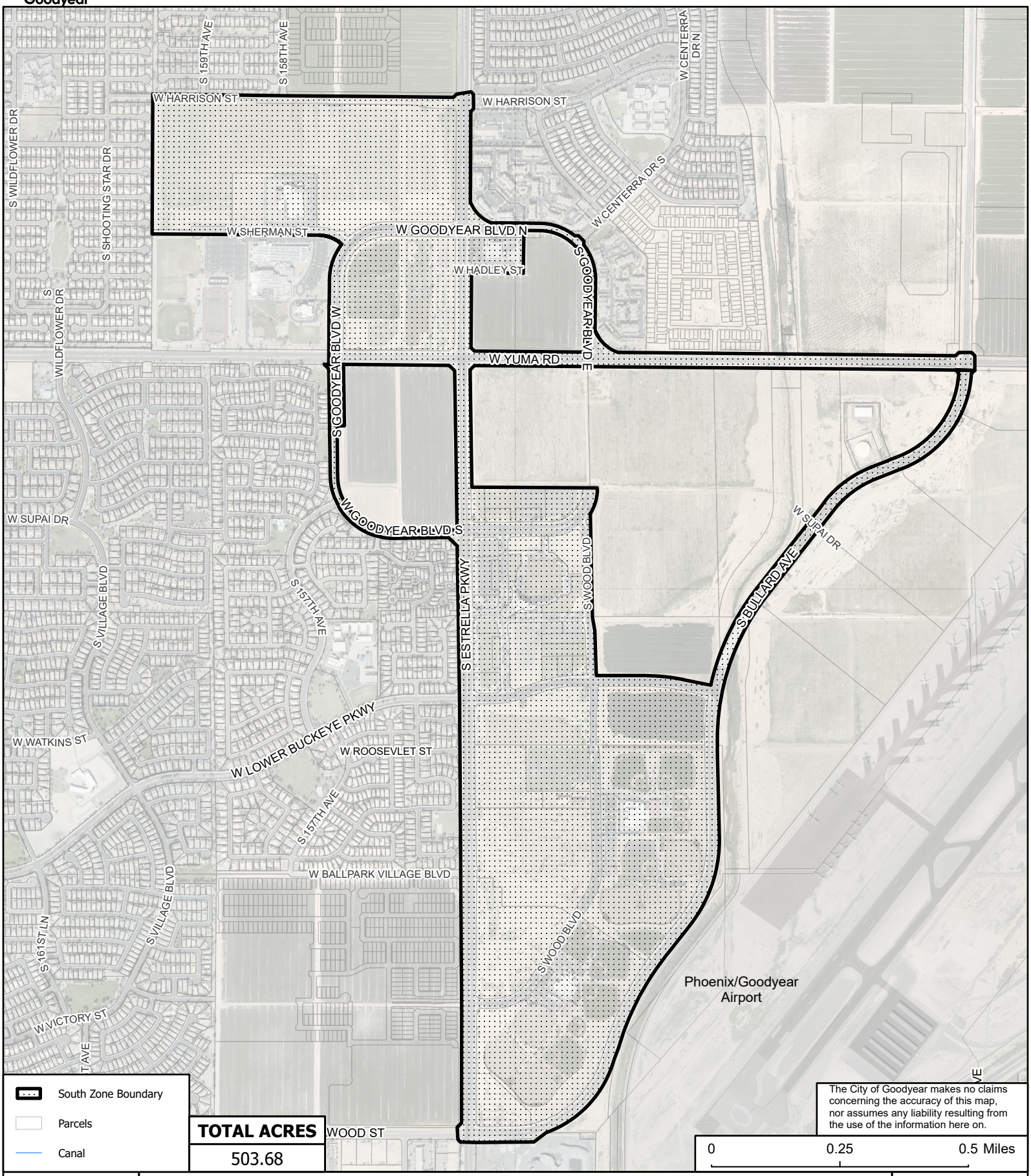

Exhibit A	South Zone - Ballpark Village and Bullard Tech Sign Free Zone	Page 2 of 2

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Commercial Tourism, Commercial Resort and Hotel Sign Free Zones

City Council Meeting
October 30, 2023

Legislative Authority

FOR MUNICIPALITIES

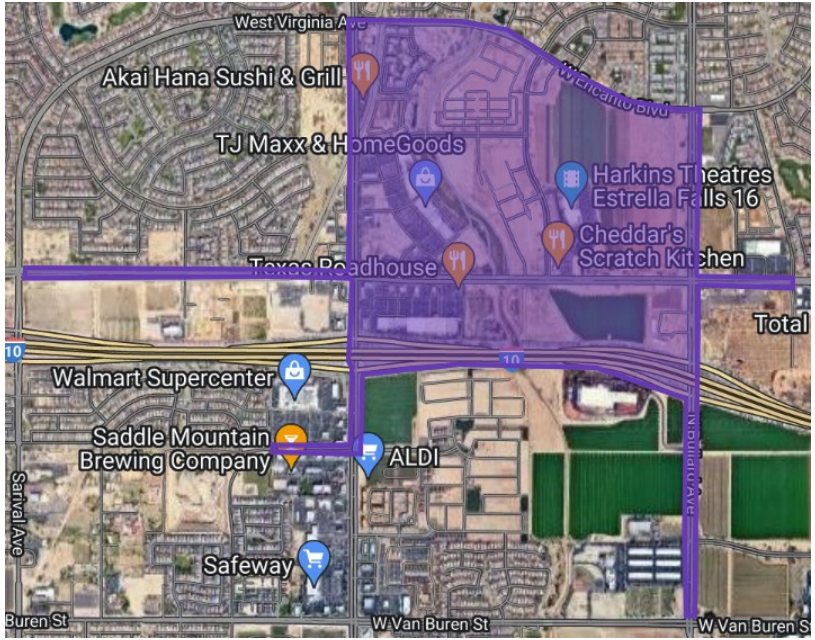
- A.R.S. § 16-1019(F.)
- Right-of-Way
- Maximum of Two Areas
- Maximum of Three Square Miles

*This image is not intended to convey municipal support/not-support for specific issues or candidates, example purposes only.

North Zone

CIVIC SQUARE AND ENTERTAINMENT

- Civic facilities
- Various Hotels
- Various Bars and Restaurants
- Retail
- Parks
- Various entertainment venues



South Zone

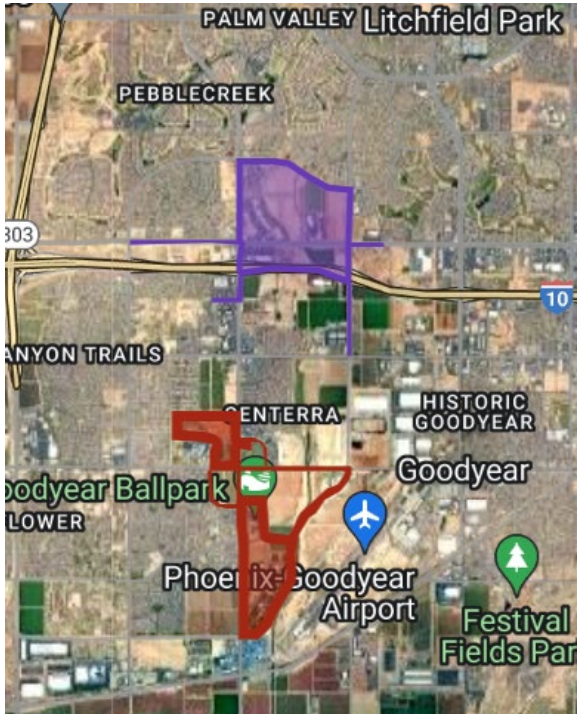
BALLPARK VILLAGE

- Civic facilities
- Major Tourist Destinations
- Planned Hotels
- Various Bars and Restaurants
- Retail
- Parks

Recommendation

ADOPT RESOLUTION

- Sign Free Zones
  - North Zone - Civic Square and Entertainment
  - South Zone – Ballpark Village



CITY OF
Goodyear