

ORDINANCE NO. 2023-1590

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 10 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF SOUTH CITRUS ROAD AND WEST BROADWAY ROAD TO BE KNOWN AS NWC CITRUS AND BROADWAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, the property subject to this Ordinance consists of approximately 10 acres located west of South Citrus Road and north of West Broadway Road as more particularly described in that certain document titled "Legal Description 17501 West Broadway Road Goodyear, Arizona", which document was declared public record by Resolution No. 2023-2342, and which is referred to and made a part of hereof as if fully set forth in this Ordinance (the "Property"); and

WHEREAS, in 2000, the Mayor and Council of the City of Goodyear, Arizona annexed the Property with the adoption of Ordinance No. 2000-0690; and

WHEREAS, during the 2000 annexation, the Property was given an AU (Agricultural Urban) zoning; and

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

WHEREAS, this request is to rezone the approximately 10-acre Property to C-2 (General Commercial) to allow for the Property to develop in accordance with the uses and development standards established in the C-2 zoning district; and,

WHEREAS, city staff finds that the proposed rezoning will not adversely impact the surrounding area; and

WHEREAS, a Citizen Review Meeting Notice was mailed to property owners within 500 feet of the property on July 10, 2023 and a sign advertising the rezoning application was posted on the site on July 13, 2023 and a Citizen Review Meeting was held on August 2, 2023; and,

WHEREAS, public notice that this rezoning was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on September 13, 2023 appeared in the Arizona Republic Southwest Valley edition on August 25, 2023; postcards mailed to property owners within 500 feet on August 18, 2023 and signs on the site were updated on August 18, 2023 to notify residents of the scheduled public hearing; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on September 13, 2023, and at that meeting the Commission voted (#-#) to recommend approval of the proposed zoning; and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing held before the City Council on September 25, 2023 appeared in the Arizona Republic Southwest Edition on August 25, 2023; postcards were mailed to property owners within

500 feet of the property on August 18, 2023; and signs on the site were updated August 18, 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. 2023-1590 applies to approximately 10 east of South Citrus Road and north of West Broadway Road and legally described in that certain document titled "Legal Description 17501 West Broadway Road Goodyear, Arizona," which document was declared a public record by Resolution 2023-2342, and which is hereby adopted, referred to and made a part hereof as if fully set forth in this Ordinance (the "Property").

SECTION 2. ADOPTION OF FINDINGS

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

SECTION 3. REZONING

The property is conditionally rezoned to C-2 (General Commercial) District and shall be developed in accordance with the requirements of the City of Goodyear Zoning Ordinance as it may be amended from time to time applicable to the C-2 (General Commercial) Zoning District.

SECTION 4. CONDITIONS AND STIPULATIONS

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

1. Approval of the Rezone 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. A minimum 15-foot wide landscape buffer shall be installed adjacent to any single-family residential zoning district. No buildings, carports, parking spaces or drive aisles/driveways may cross over the landscape buffer except as needed to access a parking lot. Twenty-four inch (24") box trees shall be planted at fifteen feet (15') intervals within the landscape buffer.
3. The Property Owner ("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, the approval of the first site plan for development of all or part of the Property, or the issuance of any construction permit for work within the Property, whichever is earlier; and

4. 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 the City, and Engineering Design Standards and Policy Manual (EDS&PM) in effect at the time of construction; and
5. The drainage report submitted with the application for rezoning is not approved. An updated drainage report 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 updated drainage report shall comply with all the requirements in the Engineering Design Standards and Policies Manual and shall include, but is not limited to, the identification of all historic off-site flows to the Property, all stormwater flows generated on the Property and all stormwater flows generated from adjacent roadways, including the street improvements Owner is required to construct. In addition, the updated drainage report shall identify all infrastructure improvements needed for the conveyance storage and disposal of all historic off-site flows to the Property, stormwater flows generated on the Property and stormwater flows generated from all adjacent roadways, including the street improvements Owner is to construct; and
6. Owner shall be responsible for constructing and maintaining all infrastructure improvements needed for the conveyance storage and disposal of all historic off-site flows, stormwater flows generated on the Property and storm water flows from all adjacent roadways, including those Owner is required to construct. If Owner is not retaining all historic off-site stormwater flows on the Property, Owner shall be responsible for constructing all infrastructure improvements needed to safely and legally convey to an appropriate outlet point, which includes, but is not limited to, all culverts, piping, ditches and the like necessary for the conveyance of such stormwater flows.
7. The conceptual grading and drainage plan and the conceptual utility plan submitted with the application for rezoning are not approved. An updated grading and drainage plan and utility plan shall be submitted with the first site plan or construction documents submitted for development of the Property and shall be approved prior to the issuance of any construction permits for any work within the Property. The updated grading and drainage plan and utility plan shall be consistent with the approved drainage report for the Property and shall comply with all of the requirements in the EDS&PM, including but not limited to, the

requirement in EDS&PM 3.3.5.C.1.b that retention basins shall not exceed 50% of the project frontage adjacent to a public street; and

8. The Sewer Analysis Report submitted with the application for rezoning is not approved. An updated Sewer Analysis Report that complies with all of the requirements in the Engineering Design Standards and Policies Manual and does not adversely impact the delivery of wastewater services to the properties subject to the West Goodyear Central Planning Area Master Wastewater Study Supplements, shall be submitted with the first site plan submitted for the development of the Property and approved by the City Engineer or his/her designee. The Sewer Analysis Report to be submitted shall identify the wastewater flow volumes that will be generated by the development of the Property and shall address the capacity of the existing lift station and the capacity of the existing sewer lines that will transport the wastewater flows from the Property to the city's 157th Avenue Water Reclamation Facility, including the sewer line from Broadway Road to the Las Brisas Lift Station. The report shall identify all infrastructure improvements required to deliver the wastewater flows that will be generated by the development of the Property and delivered from the Property to the city's 157th Avenue Water Reclamation Facility, which includes by way of example but not limitation, upgrades to the Las Brisas Lift Station, and the construction of new wastewater lines, including the wastewater line connecting Broadway Road to the Las Brisas Lift Station; and
9. Owner shall construct, at Owner's sole cost and expense, all infrastructure improvements determined by the City as being necessary to provide water service and wastewater service to the Property, including by way of example but not limitation (i) the installation of new water lines that may be needed to deliver water flows of 4,155 gallons per day to the Property, which is the flow volume identified in the Preliminary Water Basis of Design for RV Storage NWC Broadway/Citrus dated June 2023 submitted to the city as being needed to serve the Property; (ii) the installation of new sewer lines, including lines from Broadway Road to the Las Brisas Lift Station, upgrades to increase the capacity of the Las Brisas Lift Station as needed to accommodate the wastewater flows that will be generated by the development of the Property and delivered from the Property to the city's 157th Avenue Water Reclamation Facility reflected in the updated Sewer Analysis Report that is to be submitted; and
10. The City's obligation to provide water and sewer service to the Property is limited to the flow volumes reflected in the water reports and sewer reports for the Property approved by the City Engineer or designee. If the flow volumes of water and/or sewer exceed the flow volumes reflected in the approved water reports and/or approved sewer reports the city shall be entitled to terminate service to the Property until Owner submits updated reports to the City that addresses: (i) the capacity of the existing infrastructure to deliver the additional wastewater flows to the 157th Avenue Water Reclamation Facility, which includes by way of example, but not limitation, the capacity within existing wastewater lines (including the wastewater line between W. Broadway Road and the Las

Brisas Lift Station) and the capacity of the Las Brisas Lift Station; (ii) the availability of uncommitted capacity at the city's 157th Avenue Water Reclamation Facility to accept and treat the additional wastewater flows; (iii) the availability of an uncommitted potable water supply; and (iv) the capacity of existing water delivery lines to deliver the additional water flows to the Property(the "Updated Report(s)"). The Updated Report(s) 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 and to deliver the increased flow volumes of water to the Property. The city shall have no obligation to provide service to accommodate the flow volumes in the Updated Reports unless there is: an uncommitted water supply sufficient to provide the additional water flows, uncommitted capacity at the 157th Avenue Water Reclamation Facility to accept the wastewater flows reflected in the Updated Report(s) and until Owner, at Owner's sole cost and expense, has completed the construction of the infrastructure identified in the Updated Report(s) and has conveyed 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

11. No permits for work within the Property shall be issued unless there is uncommitted capacity available at the city's 157th Avenue Water Reclamation Facility to accept wastewater flows from development within the Property as determined by the Director of the City of Goodyear's Utilities Department pursuant to the requirements and directives of the State of Arizona and Maricopa County or until Owner of the Property has executed a waiver, to be recorded against the Property, that no water meters will be issued for service to the Property until there is uncommitted capacity available at the city's 157th Avenue Water Reclamation Facility to accept wastewater flows from development within the Property as determined by the Director of the City of Goodyear's Utilities Department pursuant to the requirements and directives of the State of Arizona and Maricopa County; and
12. Except as otherwise provided in a Development Agreement approved by the Goodyear City Council, Owner shall, at Owner's sole cost, provide the city with a physically and legally available water supply sufficient to provide the water needed to serve the Property in excess of 1,500 gallons per acre per day that satisfies the Arizona Department of Water Resources' ("ADWR") standards for modifications of the City of Goodyear's Designation of Assured Water Supply to increase the Designation water portfolio by an amount equivalent to the amount of the additional water needed to serve the Property and that provides for sufficient renewable supplies to offset the additional water demand. Notwithstanding this requirement, no part of this stipulation shall be construed as a promise of availability of up to 1,500 gallons per acre per day of City water to serve the Property, which availability shall be determined by the City in the City's sole discretion and pursuant to the limitations of the City's latest Designation of Assured Water Supply order, committed demand changes, ordinances and policies in effect at the time

Owner submits Owner's final plat or site plan for uses within the property;
and

13. Access to the Property from S. Citrus Road as reflected in the Traffic Impact Analysis ("TIA") shall be limited to right-in and right-out; and
14. The full access into the Property from W. Broadway Road reflected in the TIA is not approved as it does not comply with EDS&PM Section 4.1.3.L.2.a, which establishes minimum distances between median breaks. Unless Owner obtains approval of a Waiver from the City Engineer or his designee pursuant to the process set forth in the EDS&PM prior to or concurrent with the submittal of a site plan or construction documents for the development of the Property, whichever is earlier, the site plan or construction drawings shall be designed to limit access to the Property from W. Broadway Road to right-in and right-out; and
15. Owner shall, at no cost to the city, convey, 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 55-feet of right-of-way for the north half of W. Broadway Road along and adjacent to the southern boundary of the Property required for the construction of W. Broadway Road.
 - b. A full 55-feet of right-of-way for the western half of S. Citrus Road along and adjacent to the eastern boundary of the Property required for the construction of S. Citrus Road; and
16. Owner shall, at no cost to the city, design and construct full half-street improvements for the north half of the section of W. Broadway Road along or adjacent to the southern boundary of the Property required for a Minor Arterial as set forth in the EDS&PM in effect when the improvements are constructed except for the construction of $\frac{1}{2}$ the median and $\frac{1}{2}$ median landscaping. Those improvements include, by way of example, but not limitation, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "W. Broadway Road Improvements"). Except as otherwise provided in a written development agreement approved by Council the W. Broadway Road Improvements shall be constructed and accepted by the City prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy 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 that is to be installed within the section of W. Broadway Road along or adjacent to the southern boundary of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat

subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

18. Owner shall, at no cost to the city, design and construct full half-street improvements for the west half of the section of S. Citrus Road along or adjacent to the eastern boundary of the Property required for a Minor Arterial as set forth in the EDS&PM in effect when the improvements are constructed except for the construction of $\frac{1}{2}$ the median and $\frac{1}{2}$ median landscaping. Those improvements include, by way of example, but not limitation, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "S. Citrus Road Improvements"). Except as otherwise provided in a written development agreement approved by Council the S. Citrus Road Improvements shall be constructed and accepted by the City Engineer or designee, subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and
19. Owner shall construct a full median with full median landscaping required to be constructed for a Minor Arterial as set forth in the Engineering Design Standards in effect at the time of construction for the section of S. Citrus Road along the eastern boundary of the Property (the "S. Citrus Road Median"). Except as otherwise provided in a written development agreement approved by Council the S. Citrus Road Median shall be constructed and accepted by the City Engineer or designee, subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property. The City shall reimburse Owner for $\frac{1}{2}$ the costs incurred in the design and construction of the S. Citrus Road Median following the acceptance of the S. Citrus Road Median by the City Engineer or designee, subject to completion of the two-year warranty period, and Owner's submittal of all documents required by the City Engineer or designee to establish the actual costs incurred in the design and construction of the S. Citrus Road Median; and
20. If all or part of the required W. Broadway Road and/or S. Citrus Road Improvements have been constructed or are being constructed by the City of Goodyear or others when Owner seeks to develop the Property, Owner shall remit to the City of Goodyear an in-lieu payment for the costs the constructing party incurred in the design and construction such improvements. The in-lieu payment shall be in the amount of the actual costs incurred in the design and construction such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an engineer's estimate of the costs as approved by the Goodyear City Engineer or his/her designee. If the improvements to W. Broadway Road and/or S. Citrus Road Owner is required to construct pursuant to this Ordinance, Owner have been or are only being partially constructed, Owner shall construct all remaining required W. Broadway Road and S. Citrus Road Improvements. The in-lieu payment required

hereunder shall be remitted prior to the issuance of any permit from construction within the Property. The remaining W. Broadway Road and S. Citrus Road Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and

21. 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") if warranted within the horizon year, or 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 S. Citrus Road and W. Broadway Road for the northwest corner; and
22. In addition to being responsible for a proportionate share of the cost of full traffic signals identified above, Owner is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signal at any intersection adjacent to the Property or proposed access driveway from the 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, Owner shall make an in-lieu payment to the City towards the cost of the signal. Except as provided herein, the in-lieu payment will be 25% of the cost of a full traffic signal with four legs for each corner of the intersection adjacent to the Property or 33% of the cost of a full traffic signal with three legs for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at an intersection where 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. Notwithstanding the foregoing, if the need for a traffic signal is generated solely by the use and occupancy of the Property, the owner shall be responsible for 100% of the cost of the full traffic signal. The dedication(s) and in-lieu payment(s) required herein shall be made at the earlier of the following: (i) before the issuance of any engineering permit for any of the work reflected in a site plan, Minor Land Division ("MLD"), or final plat that includes, is adjacent to, or requires connection to the intersection where the traffic signal is needed; or (ii) before the

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

23. 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, 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/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
24. Notwithstanding anything to the contrary in this Ordinance, Owner shall convey the right-of-way and/or easements that are to be conveyed pursuant to the terms of this Ordinance prior to the deadlines for conveyance set forth herein upon the written request by the City Engineer or his/her designee if such right-of-way and/or easement(s) are required for the construction of public infrastructure improvements by the city or others; and
25. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, all Building Codes and Regulations adopted by the City of Goodyear, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property.

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. AMEDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain document titled, "Official Supplementary Zoning Map No. 23-02," declared a public record by Resolution 2023-2342, 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. CORRECTONS

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

SECTION 8. SEVERABILITY

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

SECTION 9. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 10. PENALTIES

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

- A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this Ordinance or is unspecified and not classified by the Zoning Administrator is prohibited in any district.

- B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.
- C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.
- D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:
 - 1. Subject to civil sanctions of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) per offense; or
 - 2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars (\$2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder.

SECTION 11. RECORDATION

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

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney