

## **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 Ctrus Road and Indian School Road, as more particularly described in that certain document titled "Legal Description – Citrus and Indian School Industrial", 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 "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 (X-X) 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 that certain document titled “Legal Description – Citrus and Indian School Industrial”, 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 “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 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  $\frac{1}{2}$  the median and  $\frac{1}{2}$  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 other wise, 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 or 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 157<sup>th</sup> 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 157<sup>th</sup> 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 157<sup>th</sup> Ave WRF cause or will cause the city to be in violation of any regulatory permit governing the operation of the 157<sup>th</sup> 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:

APPROVED AS TO FORM:

\_\_\_\_\_  
Darcie McCracken, City Clerk

\_\_\_\_\_  
Roric Massey, City Attorney