

DATE:

AI#:

CASE #: 21-500-
00014



COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR FULTON HOMES AT BALLPARK VILLAGE.

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

OTHER PRESENTER(S): (If applicable)

SUMMARY:

Preliminary Plat for Fulton Homes at Ballpark Village subdividing approximately 164.92 gross acres into 796 lots and 87 tracts.

RECOMMENDATION:

1. Approve, subject to council's adoption of Ordinance 2023-1667 amending the zoning on the Property, the preliminary plat for Fulton Homes at Ballpark Village attached hereto, subdividing approximately 164.92 gross acres into 796 lots and 87 tracts, subject to the following stipulations (Christian M. Williams, Principal Planner).

STIPULATIONS:

1. Except as modified by the following stipulations and conditions of approval set forth herein, development of the Property shall be in compliance with the Fulton Homes at Ballpark Village PAD as Amended; and
2. The construction drawings for final plats subdividing all or part of the Property shall be consistent with the conceptual landscape plans submitted with the preliminary plat submittal documents, which include the following Streetscape Elements:
 - a) Planting strips in front of platted homes shall contain at minimum one (1) tree per lot. CC&Rs applicable to the Property shall require that the HOA formed for the Property will maintain the landscaping within this landscape planting strip. Those CC&Rs shall be provided to the city for initial review; and

- b) All driveways and sidewalks connecting the driveways to the front entrances of the homes on the R52, R50, and R45 platted lots will be constructed with decorative pavers; and
- 3. Fulton Homes will pre-plot/pre-determine the home elevation on every lot in the community to ensure the same elevations are never adjacent to, or across the street from one another; and
- 4. The following disclosures shall be included as notes on all final plats subdividing all or part of the Property, in all rental agreements for the rental of any unit within the Property, and in all Public Sales Report(s) for the Property:
 - a) The Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; and
 - b) The Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; and
 - c) The Property is subject to noise, cheering, paddles or bats making contact with balls, bouncing balls, splashes, fireworks and other loud noises commonly associated with recreation centers, parks, ballpark/sports complexes and the like; and
 - d) The Property is subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; and
 - e) Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; and
 - f) The Property is within close proximity of land intended for multi-story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and
- 5. All final plats subdividing all or part of the Property shall include the following note: Owner shall obtain from all initial homebuyers an executed acknowledgement that runs with the land in which the homebuyer acknowledges that the lot they are purchasing is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; subject to noise, cheering, paddles or bats making contact with balls, bouncing balls, splashes, fireworks and other loud noises commonly associated with recreation centers, parks, ballpark/sports complexes and the like; subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; is within close proximity of land intended for multi-

story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and

6. All final plats subdividing all or part of the Property shall include the following note: Owner who rents more than one residential unit within the Property shall obtain an executed acknowledgment from each tenant in which the tenant acknowledges that the residential unit they are renting is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; subject to noise, cheering, paddles or bats making contact with balls, bouncing balls, splashes, fireworks and other loud noises commonly associated with recreation centers, parks, ballpark/sports complexes and the like; subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; is within close proximity of land intended for multi-story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and
7. All final plats subdividing all or part of the Property shall include the following note: Signage shall be posted within all sales offices and, if any, all rental office offices that the Property is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; subject to noise, cheering, paddles or bats making contact with balls, bouncing balls, splashes, fireworks and other loud noises commonly associated with recreation centers, parks, ballpark/sports complexes and the like; subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; is within close proximity of land intended for multi-story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and
8. All final plats subdividing all or part of the Property shall include the following note: Signage shall be posted within all sales offices and, if any, all rental office offices identifying the location of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and
9. All final plats subdividing all or part of the Property shall include the following note: Signage shall be posted within all sales offices and, if any, all rental office offices identifying the location of the Phoenix Goodyear Airport: 65 Ldn and higher noise

contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Phoenix Goodyear Airport: 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and

10. Pursuant to stipulation 6 in Ordinance 2023-1567, Owner is responsible for constructing a trail within the section of the Bullard Wash property owned by the city adjacent to the eastern boundary of the Property (the "Ballpark Village Trail Segment") that meets the following requirements:
 - a) The trail will include a 10 to 12-foot unpaved compacted decomposed granite (DG) path in a location to be determined during the preliminary plat process that extends from the West Yuma Road sidewalk to the South Bullard Avenue sidewalk; and
 - b) Construction of the trail will be coordinated with the Parks and Recreation Department and the city will maintain the path once constructed after the warranty period is complete; and
 - c) Applicant shall build the Ballpark Village Trail Segment to the City's trail design standard unless otherwise approved by the Director of the City of Goodyear Parks and Recreation Department or his/her designee; and
 - d) Prior to the commencement of the segment of the Ballpark Village Trail Segment, the City and the Applicant shall mutually agree on indemnifications, licenses, and insurance requirements, which agreements shall not be unreasonably delayed, withheld, or denied; and

The landscape plans for the first final plat subdividing all or part of the Property that includes lots siding or backing up to the trail shall include plans for the Ballpark Village Trail Segment that comply with the foregoing requirements. The Ballpark Village Trail Segment shall be substantially completed, as determined by the City Engineer or his/her designee, prior to the issuance of any final certificate of occupancy for any homes on any lots siding or backing up to the trail.

11. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, the first final plat subdividing all or part of the Property shall include Tract T as reflected in the Preliminary Plat for Fulton Homes at Ballpark Village. Tract T is where "Park A" (the North Amenity Area) is to be developed. Unless alternative amenities are approved by the City of Goodyear Zoning Administrator at his/her sole discretion upon a determination that the alternatively proposed resident and recreational amenities are collectively of an equal or greater quality to those identified in the conceptual landscape plans submitted with this preliminary plat.

No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for any residential structures within the Property,

except for model homes, until the resident and recreational amenities and landscaping in Tract T, reflected in the conceptual landscape plans submitted with this preliminary plat, have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

12. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, Tract CCC as reflected in the Preliminary Plat for Fulton Homes at Ballpark Village, where "Park B" (the Central Amenity Area) is to be developed, shall be included in the first recorded final plat subdividing all or part of the Property that includes the 351st residential lot within the Property.

No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for more than 350 residential structures within the Property, except for Model Homes, until the resident and recreational amenities and landscaping in Tract CCC, reflected in the conceptual landscape plans submitted with this preliminary plat, have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

13. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, Tract AAAA, as reflected in the Preliminary Plat for Fulton Homes at Ballpark Village, where "Park C" (the South Amenity Area) is to be developed shall be included in the first recorded final plat subdividing all or part of the Property that includes the 601st residential lot within the Property.

No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for more than 600 residential structures within the Property, except for Model Homes, until the resident and recreational amenities and landscaping in Tract AAAA, reflected in the conceptual landscape plans submitted with this preliminary plat, have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

14. Prior to the recordation of the first final plat subdividing all or part of the Property, Owner shall form a Homeowners' Association ("HOA") for the Property, with said HOA owning and maintaining all private open space areas; common areas, and all amenities and enhancements described above and in the Fulton Homes at Ballpark Village PAD, except that the HOA shall not own, any of the enhancements or amenities located within right-of-way conveyed to the City of Goodyear in fee, but shall be responsible for maintaining such amenities and enhancements. With respect to the paths and trails the HOA is responsible for maintaining, the HOA shall ensure that they are cleared, visible, and safely accessible to all users. The HOA shall also be responsible for maintaining all landscaping within street right-of-way within or abutting the Property except for landscaping within medians located within any arterial street. A note shall be placed on each final plat indicating HOA

ownership and/or maintenance responsibilities of these private tracts and public rights-of-way landscaping; and

15. The Ballpark Village Gateway monument/mural reflected in the conceptual landscape plans submitted with the preliminary plat shall be constructed prior to the issuance of any Certificate of Completion for any residential structures within the Property, except for model homes. The Ballpark Village Gateway monument/mural shall be reviewed by Planning and Zoning staff/approved prior to construction; and
16. The placement, design, construction and maintenance of all walls and fencing within the subdivision shall be in accordance with Article 5-2 (Walls, Fences) of the city of Goodyear Zoning Ordinance. Perimeter walls and fences along an arterial and collector streets, Primary Walls, Secondary Walls and Partial View Walls (as shown in Exhibit 6 of the PAD) shall have a maximum height of eight feet. All other walls and fences shall have a maximum height of six feet. Retaining walls, if constructed, shall be included in the calculation for maximum height; and
17. An emergency access easement shall be dedicated to the City of Goodyear, from Estrella Parkway to 154th Lane, as shown on the approved Phasing Plan, with the Final Plat for Phase 1B; and
18. Temporary drainage basins, with easements to be dedicated by separate instruments, shall be provided in accordance with the approved Phasing Plan; and
19. Owner shall apply for right-of-way abandonment of existing Goodyear Boulevard Right of Way and a termination of the existing public utilities easement for the portion of Goodyear Boulevard that will be abandoned with Phase 1B, as shown on the approved Phasing Plan. The abandonment shall occur prior to any building permit issuance for Phase 1B; and
20. A sidewalk ramp/connection shall be provided for the bike lane transition at the south side of the existing concrete along Bullard for the Bullard Wash low flow crossing; and
21. The Property Owner ("Owner"), if they own them, 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; and
22. Owner shall coordinate directly with the owner (irrigation district/private owner) of existing irrigation facilities on the Property that need to be modified and/or removed to accommodate the development of the Property and Owner shall be responsible, at Owner's sole cost, for obtaining terminations of easement rights if needed and for removing, relocating, and modifying existing irrigation facilities as required by the

City for the development of the Property and/or by the owner of the existing irrigation facilities; and

23. Owner shall submit to the City for review and approval and subsequently to FEMA for review and approval, a Conditional Letter of Map Revision (CLOMR) study prior to issuance of the first construction permit for the development of any part of the Property within the Flood Plain. A CLOMR shall be submitted to and approved by the City Engineer or his/her designee prior to issuance of any construction permits within the floodplain, unless a CLOMR is not required as determined by the City Engineer or his/her designee; and
24. Owner shall, at no cost to the city, design and construct full half-street improvements for south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property required for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of $\frac{1}{2}$ the median and $\frac{1}{2}$ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Yuma Road Improvements"). If the Yuma Road Improvements have been completed or are being completed by the others when development occurs on the Property, Owner shall, remit a reimbursement payment for the costs incurred in the design and construction of the Yuma Road Improvements or the City Engineer's estimated costs of the Yuma Road Improvements if not completed (the "Yuma Road Cost Recovery Payment"). If owed, the Yuma 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, the Yuma 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 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; and
25. Upon the request of the City Engineer or his/her designee, Owner shall construct a full median with full median landscaping within the section of W. Yuma Road along or adjacent to the frontage of the Property subject to the City's agreement to reimburse Owner for 50% of the cost of constructing the full median with full median landscaping. Unless Owner constructs the full median with full median landscaping as provided herein, 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. Yuma 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. 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

26. Owner shall, at no cost to the city, design and construct full half-street improvements for north-half of the section of W. Lower Buckeye Parkway along or adjacent to the frontage of the Property required for a Minor Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of ½ the median and ½ median landscaping, including, but not limited to, pavement, bike lane, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the “Lower Buckeye Improvements”). If the Lower Buckeye Improvements have been completed or are being completed by the others when development occurs on the Property, Owner shall, remit a cost recovery reimbursement payment for the costs incurred in the design and construction of the Lower Buckeye Improvements or the City Engineer’s estimated costs of the Lower Buckeye Improvements if not completed (the “Lower Buckeye Cost Recovery Payment”). If owed, the Lower Buckeye 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, the Lower Buckeye 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 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; and
27. Owner shall dedicate, at no cost to the city a Public Utility Easement (PUE) along W. Lower Buckeye Road to meet the standard 10-ft PUE with the Final Plat adjacent to W. Lower Buckeye Road. The PUE shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances; and
28. Owner shall dedicate, at no cost to the City, additional a Public Utility Easement (PUE) along S. Bullard Avenue to meet the standard 10-ft PUE with the Final Plat adjacent to S. Bullard Avenue. The PUE shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances; and
29. Upon the request of the City Engineer or his/her designee, Owner shall construct a full median with full median landscaping within the section of W. Lower Buckeye Road along or adjacent to the frontage of the Property subject to the City’s agreement to reimburse Owner for 50% of the cost of constructing the full median with full median landscaping. Unless Owner constructs the full median with full median landscaping as provided herein, Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Lower Buckeye Parkway 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. 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

30. Owner shall design and construct full half-street improvements required for a modified Major Arterial Road for the west half of S. Bullard Avenue within the existing S. Bullard Avenue alignment along the frontage of the Property as determined by the City Engineer or his/her designee and which may include but are not limited to: paving consisting of a minimum 5.5-foot bike lane and two 12-foot travel lanes; curb and gutter; sidewalks, which may vary in size if a transition from a bike lane is required, street frontage landscape and landscape irrigation; and street lighting (the "Bullard Avenue Improvements"); and
31. Unless Owner constructs a full median within the section of S. Bullard Avenue along or adjacent to the frontage of the Property, Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of S. Bullard Avenue 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. 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
32. Owner shall design and construct sidewalk improvements along the west half of S. Bullard Avenue along the frontage of the Property and within the existing S. Bullard Avenue right-of-way to the north of the Property (approximately 60 feet) to connect to the existing sidewalk; and
33. Except as otherwise provided in these stipulations, Owner is responsible for a proportionate share of the costs of full traffic signals at the intersections identified below. Owner shall make an in-lieu payment for the cost of traffic signal infrastructure at intersections adjacent to the Property. The in-lieu payment shall be made prior to the recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any construction permits for work within the Property, whichever is earlier, 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 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. The Property Owner's traffic signal obligations include, but may not be limited to:
 - a) One third (1/3) of the cost of the full traffic signal (three legs) at W. Lower Buckeye Parkway and S. Bullard Avenue; and
 - b) 50% of the cost of the full traffic signal (four legs) at W. Yuma Road and S.

- Goodyear Boulevard East; and
- c) 25% of a full traffic signal (four legs) at W. Lower Buckeye Parkway and S. Wood Boulevard; and
34. If any of the traffic signals identified above are identified in a Traffic Impact Analysis approved by the City Engineer as being warranted by the development of the Property, then upon the request of the City Engineer or his/her designee, Owner shall construct such full traffic signal(s) subject to reimbursement by the city for the proportionate share of the cost of the signal for which others are responsible (i.e. 2/3 the cost of the signal at W. Lower Buckeye Parkway and S. Bullard Avenue; and 3/4 of the cost of the full traffic signals at the intersection of W. Lower Buckeye Parkway and S. Wood Boulevard and 1/2 of the cost of the intersection of W. Yuma Road and S. Goodyear Boulevard East). The reimbursements provided for herein are subject to compliance with the requirements of title 34 of the Arizona Revised Statutes governing the use of public funds for the construction or payment of public infrastructure; and
35. Owner shall relocate or replace existing traffic signal improvements (the existing pole and mast arm) to their ultimate locations at the southeast corner of the intersection of S. Estrella Parkway and W. Yuma Road and any necessary modifications to mast arm, pedestrian push button poles, ADA ramps, or other improvements impacted by widening of W. Yuma Road and S. Estrella Parkway to their ultimate configurations; and
36. Unless Owner constructs a bridge or culvert over Bullard Wash on W. Yuma Road pursuant to the terms of a development agreement with the City, Owner shall pay an in-lieu payment representing 25% of the full cost of the Yuma Road Bridge. The in-lieu payment required herein shall be paid prior to the issuance of the first civil construction permit for any work within the Property. The in-lieu payment shall be based on the actual cost of the Yuma Road Bridge if it has been constructed by others, or if the payment is required before the Yuma Road Bridge has been constructed, it shall be based on the estimated cost of the Yuma Road Bridge as determined by the City Engineer or designee. Yuma Road Bridge is defined as a bridge or a culvert crossing over Bullard Wash on Yuma Road that can convey up to the 100-year peak flow under Yuma Road, that is designed to meet the minimum City standards applicable to such structures and the drainage standards in effect at the time of development; and
37. 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 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

38. If any of the infrastructure improvements Owner is required to design and construct pursuant to the terms of this Ordinance have been constructed or is to be constructed by others, Owner shall remit a payment to the city in the amount of the actual costs incurred in the design and construction such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an engineer's estimate of the costs as approved by the Goodyear City Engineer or his/her designee. The payment requirement herein shall be paid prior to or concurrent with the recordation of a final plat triggering Owner's obligation to design and construct the infrastructure improvements.

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 April 18, 2022 the City Council adopted Ordinance No. 2022-1535 approving the rezoning for Fulton Homes at Ballpark Village which designated the parcels for residential uses. Concurrent with the presentation of this Preliminary Plat, an application to amend the current PAD amendment to amend the rear setbacks for the R45 lot size, create a minimum size requirement for the aquatic center pool and pool deck and add additional amenities to the Bullard Wash Trail. The proposed Preliminary Plat is in conformance with

the requirements of both the existing zoning and the amended rezoning request.

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 or an extension has been obtained.

Details of the Request:

Preliminary Plat for Fulton Homes at Ballpark Village subdividing approximately 164.92 gross acres into 796 lots and 87 tracts. There will be 244 R35 sized lots, 258 R45 sized lots, 154 R52 sized lots and 140 sized R50 lots. The preliminary plat also contemplates 3 tracts devoted to the centralized amenities including a north park that contains an aquatic center.

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

North – Centerra single-family and multi-family community and vacant City Center NE;

South – Goodyear Ballpark and vacant industrially zoned land currently being farmed;

East – Bullard Wash and vacant land zoned multi-family and industrial;

West – Vacant City Center SW;

Luke Air Force Base:

The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the subject property is located within the vicinity of a military airport. Given the location of the property and its distance from Luke Airforce Base, base operations will not be adversely impacted by this development. Stipulations have been added to the ordinance to address any impacts related to noise and notification to future residents.

Phoenix-Goodyear Airport:

The subject property is located to the northwest of the Phoenix-Goodyear Airport. The property does not fall within the Phoenix-Goodyear Airport DNL but is located within the traffic pattern airspace for the airport. Stipulations have been added to the ordinance to address any impacts related to noise and notification to future residents.

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
Fire Station #184	2.37	1.19	4.14	2.07	Fire Station #181	5.88	2.94	7.65	3.82

Police Department:

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

Water/Wastewater:

The subject property will be served by city of Goodyear water and wastewater utilities.

Streets/Transportation:

The property will be accessed via private streets/driveways within the development that will gain access to Yuma Road and Lower Buckeye Parkway. The Engineering Department has created stipulations to address traffic requirements applicable to this development; specifically, Yuma Road will be widened and improved, Estrella Parkway will be widened and improved and a bridge or culvert will be built over Bullard Wash.

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 initial rezoning request and this subsequent amendment request. To date, no objection has been received from the school districts.

Staff Findings:

The preliminary plat is consistent with the development standards established within the Fulton Homes 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 (6-0) at their regular meeting on January 11, 2023.

ATTACHMENTS:

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