

**CITY OF GOODYEAR  
CITY COUNCIL ACTION FORM**

**SUBJECT:** Final Condominium Plat for Rio Paseo Parcel 7 encompassing 13.26 acres and 144 condominium units generally located east of the intersection of Encanto Boulevard and Cambridge Avenue and a waiver to Section 15-3-6, Condominium Developments – Airspace Planning, of the City Code to allow City Council approval of the Final Condominium Plat prior to building construction.

**STAFF PRESENTER:** Steve Careccia, Planner II

**APPLICANT:** Kip Gilleland, Engle Homes

**CASE NUMBER:** FS-36-04

**RECOMMENDATION:**

Final Condominium Plat for Rio Paseo Parcel 7 encompassing 13.26 acres and 144 condominium units generally located east of the intersection of Encanto Boulevard and Cambridge Avenue and a waiver to Section 15-3-6, Condominium Developments – Airspace Planning, of the City Code to allow City Council approval of the Final Condominium Plat prior to building construction, subject to the following stipulations:

1. The development shall be developed in compliance with the City of Goodyear Zoning Ordinance, Subdivision Regulations, Engineering Design Standards, Maricopa Association of Government Standards for Public Works Construction and all other applicable codes and ordinances;
2. Compliance with those conditions stated in Section II of Ordinance No. 01-762, an ordinance rezoning the land being developed as “Goodyear Planned Regional Center, Residential Uses”;
3. The provision of adequate access, water, and sewer to accommodate the entire development prior to approval of any Certificate of Occupancy for the development;
4. Approval and installation of the fire hydrant locations and access by the Fire Chief, or his designee, prior to vertical construction for each phase of development;
5. The Developer shall provide for an emergency entry system at the front gate and submit an automatic gate access device plan to the Fire and Police Departments for review and approval prior to the construction of such element. The device shall be installed per the prevailing Engineering Design Standards with a key pad coded backup;
6. The Developer shall provide a detail on the gated entrance, queuing area, and turn radius to the City’s Community Development Department prior to approval of the construction plans for the development;
7. Adequate fire flow and capacity must be demonstrated and ensured to the Fire Chief, or his designee, prior to the first Certificate of Occupancy issued for the development;

8. The underground placement of utilities (with the exception of 69 kV electric lines) within the development, including cable television, at no cost to the City;
9. All improvement plans, including civil and landscape plans, shall be reviewed and approved by the City Engineer, or his designee, prior to recordation of the final condominium plat for Rio Paseo Parcel 7;
10. Any environmental conditions identified by the Phase I Environmental Site Assessment shall be addressed and remediated to the satisfaction of the City Engineer, or his designee, prior to recordation of the final condominium plat;
11. The dedication of necessary rights-of-way and utility easements in a form and substance acceptable to the City Engineer, or his designee, prior to recordation of the final condominium plat;
12. The Developer shall improve the full width of Encanto Boulevard per Engineering Standard Detail G-3122, Arterial Street with Bike Lane, from Cambridge Avenue to the west boundary of Parcel 6, with improvements along the south side of Encanto Boulevard including only pavement and curb and gutter. The Developer shall also improve the north and south sides of Encanto Boulevard from the west boundary of Parcel 6 to Bullard Avenue, with improvements including only one 20-foot wide lane of pavement in each direction and the center median without median landscaping;
13. A five-foot wide sidewalk shall be provided along both sides of the private streets within Parcel 7;
14. The Developer and/or Homeowner's Association (HOA) shall be responsible for the ownership and maintenance of all common elements within the development and a corresponding note shall be provided in the CC&Rs;
15. Streets within the development shall be privately owned and maintained. The Developer and/or HOA shall bring the streets to current City standards in the event that a request is made to dedicate the streets to the City of Goodyear;
16. The CC&Rs shall include a statement that private streets, sidewalks, signage, and street lighting shall be constructed and maintained by the Developer until a duly incorporated HOA is formed, and assumes maintenance responsibilities;
17. All drainage and retention concepts shall meet with the approval of the City Engineer, or his designee, prior to recordation of the final condominium plat for Parcel 7;
18. The Developer or successors shall warranty all public and private improvements constructed by the developer or successors within City of Goodyear rights-of-way and easements for a period of two (2) years from the date of acceptance by the City Engineer, or his designee;

19. The Developer shall improve all tot lots within the development with a shade canopy over the play equipment;
20. The Developer shall provide security lighting from dusk till dawn for all pedestrian trails and parks within the development;
21. Building elevations and color schemes for all houses to be constructed in Rio Paseo Parcel 7 shall be submitted to City Staff for design review and approval prior to the submittal of standard construction plans;
22. All two-car garages shall have minimum interior dimensions of 18 feet by 20 feet. All single-car garages shall have minimum interior dimensions of 9 feet by 20 feet;
23. The maximum height of any development perimeter wall is restricted to eight (8) feet;
24. The parking of recreational vehicles (RVs), boats, and trailers shall be prohibited anywhere on the property. Only short-term loading and unloading of these vehicles is permitted on the property;
25. Vehicle parking within the auto courts shall be prohibited, and the HOA or its agent shall be responsible for the enforcement of any vehicle parking restrictions. Vehicle parking may only occur within garages or designated parking spaces;
26. The following information (a) shall be disclosed in the public sales report and (b) shall be provided in a separate acknowledgment, which shall run with the land, for each initial homebuyer to sign: Rio Paseo Parcel 7 abuts land zoned for commercial development as a regional mall and land zoned for multi-family use;
27. The Developer shall post signage within all sales offices for the development identifying the location of the Luke Air Force Base Accident Potential Zones (APZs), 65 Ldn and higher noise contours, and departure corridors, as well as the Phoenix-Goodyear Airport Traffic Pattern Area and noise contours per the Goodyear General Plan 2003-2013 (Policy B-3e of Section 9.2). This display shall include a twenty-four by thirty-six inch (24"x36") map at the main entrance of such sales facility and shall include the approximate locations of the homes or apartments being sold or leased clearly depicted. The required contents of the map shall be provided by the City of Goodyear;
28. The Public Sales Report and recorded final condominium plat shall include a statement that Rio Paseo Parcel 7 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;
29. The Developer shall provide for a waiver agreement, which shall run with the land, for each initial homebuyer to sign, and shall include the following statement in the waiver agreement: "Rio Paseo Parcel 7 is subject to attendant noise, vibrations, dust, and all other effects that may be caused by over flights and by the operation of aircraft landing at, or taking off from, Luke Air Force Base and/or the Phoenix-Goodyear Airport. The Owner does release and discharge the City of Goodyear and Engle Homes from any

liability for any and all claims for future damages and complaints of any kind to persons or property that may arise at any time in the future from the operation of such aircraft near and over the area”;

30. The Public Sales Report and recorded final condominium plat shall include a statement that Rio Paseo Parcel 7 is in close proximity to Interstate 10 and may be subject to attendant noise caused by vehicular traffic on said roadway;
31. Attached units shall be separated by insulated sound walls with a minimum thermal resistance (*R*-value) of 19;
32. Off-premise advertising or marketing signs are prohibited;
33. The Developer shall control dust as required by the State, City, and the County Bureau of Air Pollution on temporary access ways during construction of the development; and,
34. The subject property shall be kept weed and debris free.

#### **COMMUNITY BENEFIT:**

- An increase and variation in the housing stock currently available in the City of Goodyear.
- An increase in residential growth north of Interstate 10 to support development of the regional center.

#### **DISCUSSION:**

##### **Background**

On September 24, 2001, the City Council conditionally approved the Final PAD for the Goodyear Planned Regional Center, Residential Uses, with the adoption of Ordinance No. 01-762. The Goodyear PRC is generally located between Bullard Avenue and PebbleCreek Parkway and between the Thomas Road alignment and McDowell Road.

Rio Paseo Parcel 7 is located within that portion of the Goodyear PRC that is west of Bullard Road and north of Encanto Boulevard.

Parcel 7 is designated as Medium-High Density Residential on the General Plan Land Use Map. This land use permits 10 to 20 dwelling units per acre. The Goodyear PRC designates the subject property for condominium development at a density of 12 dwelling units per acre. The maximum number of units permitted for the parcel is 144.

Land uses surrounding Rio Paseo Parcel 7 include the following:

- North – Rio Paseo Parcel 8 (court homes) of the Goodyear PRC.
- East – Parcel 6 (multi-family) of the Goodyear PRC.
- West – Rio Paseo Parcel 8 (court homes) of the Goodyear PRC.
- South – Encanto Boulevard and then the proposed regional center of the Goodyear PRC.

The preliminary plat for Parcel 7 was approved by the City Council on October 25, 2004.

### Details of the Request

The applicant is proposing a final condominium plat consisting of 13.26 gross acres that will be developed with 144 condominium units (See Exhibit). The proposed density is 12 dwelling units per acre. The applicant is also requesting a waiver to Section 15-3-6, Condominium Developments – Airspace Planning, of the City Code to permit an alternative approval process that would allow the final condominium plat to be approved by the City Council prior to completion of the condominium units.

The condominiums will be a division of airspace rather than land. Each unit is designated as the unfinished surfaces making up the walls, ceilings, and floors and the airspace contained within those boundaries. All of the land, improvements, streets, and portions of the buildings not considered units will be designated as Common Elements. Unit owners will have exclusive use of Limited Common Elements, which includes designated parking spaces, patios, and entryways. Maintenance of the Common Elements will be the responsibility of the homeowner's association as set forth in the condominium declaration.

The buildings shown on the final condominium plat each contain three attached units. Groupings of two or four buildings are placed along auto courts, which are located off the private loop drive. All of the buildings will be two stories.

The individual units will range from 1,251 square feet to 1,518 square feet. An enclosed garage is provided for each unit. The two first floor units have a two-car garage. The second floor unit has a one-car garage and a designated parking space. Twenty-five visitor parking spaces are proposed, which exceeds the requirement of 1 visitor parking space for every 10 units.

The development will have one primary ingress/egress point onto Encanto Boulevard. A secondary access point is also provided from Encanto Boulevard. Both access points will be gated. All streets within the development are proposed to be private. Five-foot sidewalks will be placed along both sides of the street.

Water and sewer service will be provided by connections into existing utility lines located in Encanto Boulevard. LPSCO will be the water and sewer service provider for this development.

The final condominium plat is providing 3.12 acres (23%) of open space. Open space amenities will include a pool and spa, exercise room, half basketball court, tot lot, and turf areas.

### Analysis

The final condominium plat is consistent with the approved preliminary plat and with the development permitted for this parcel by the General Plan and Goodyear PRC zoning.

Section 15-3-6, Condominium Developments – Airspace Planning, of the City Code sets forth the process for subdividing condominiums. This process requires the submittal of a preliminary plat and final condominium plat. The regulations further require that construction of all units in the condominium development must be completed prior to City Council approval of the final condominium plat. This process differs from standard regulations regarding land subdivision that require City Council approval of the final plat prior to construction of any dwellings.

The applicant's request for a waiver to Section 15-3-6 is to permit development of the condominium units according to the City's land subdivision regulations. Per this process, the final condominium plat would be first approved by the City Council, which would then allow construction activity and the sale of units to commence. The waiver is being requested because, unlike commercial or office condominium units, residential condominium units may not be offered for sale until a condominium plat is recorded, pursuant to the regulations of the Arizona Department of Real Estate. It would be a financial hardship for the developer to be required to construct all units before being able to offer any of the units for sale. The City's Subdivision Regulations were adopted in its current form assuming that each condominium unit needed to be surveyed and legally described in order to be conveyed. Condominium declarations are now being drafted in such a way so that the individual unit descriptions are less specific in terms of a metes and bounds survey description with a corner of the building being tied to legal monuments. This level of accuracy is easier to achieve during construction. To accommodate this change in approach, staff anticipates drafting an amendment to the City's Subdivision Regulations in the near future so that a waiver from the current requirement would not be required. In the interim, Staff's ability to review the current development proposal and the City Council's approval authority would not be adversely affected by the granting of the waiver. As such, staff is in support of the request.

Bullard Wash is located to the west of Parcel 7 within the overall Rio Paseo development. The applicant, as the master developer of Rio Paseo, is responsible for improving portions of the wash within their development. The applicant is working with the City Engineer to construct the improvements and to correct existing drainage conditions associated with the wash. As such, the development of Rio Paseo, including Parcel 7, may proceed forward.

Luke Air Force Base has reviewed Rio Paseo Parcel 7 and is recommending that the applicant review the sound attenuation requirements found in ARS 28-8482 and provide an aggressive notification program. Conditions of final condominium plat approval require the developer to provide several means of disclosure and notification, which are noted in the stipulations of approval.

### **FISCAL IMPACT:**

The fiscal impact of the court home and town home developments on the General Fund over a 10-year period was estimated to be a negative \$646,848 (net present value), including revenues from the construction sales tax.

**REVIEWED BY:**

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Deputy City Manager – Brian Dalke

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Larry Price – Finance Director

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Roric Massey – City Attorney

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Stephen Cleveland – City Manager

**PREPARED BY:**

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Preparer – Steve Careccia

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Division Manager – Joe Schmitz

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Department Head – Harvey Krauss

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Deputy City Manager