CITY OF LITCHFIELD PARK

CITY COUNCIL

REVISED 12-16-14 10:00 AM

Regular Council Meeting
Wednesday, December 17, 2014
Immediately following the 6:30 PM Special Meeting
Litchfield Elementary School Cafeteria
255 East Wigwam Blvd.
Litchfield Park, Arizona 85340

Members of the Litchfield Park City Council may attend either in person or by telephone conference call.

I. Call to Order

II. Pledge of Allegiance & Invocation *

Tim Blake

The invocation may be offered by a person or Council member of any religion, faith, belief or non-belief. A list of volunteers is maintained by the City Clerk and interested persons should contact the Clerk for further information.

III. Mayor's and Councilmembers' Report on Current Events

(This is the time the Mayor and Councilmembers may present a brief summary on current events. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. § 38-431.02.)

IV. City Manager's Report on Current Events (blue) **Information**

Mr. Crossman will provide an update on the following:

- Maricopa County Jail Per Diem Billing Rates FY 2016
- Compost Fire in Maricopa County
- Parking Restrictions on Neolin Avenue and Hidden Terrace Loop

V. Response to Call to the Community **Information**

Response to comments by David Goodwin who spoke concerning the Tierra Verde Lake wall replacement project and associated costs. Jeff Raible gave a brief overview about the Arizona Town Hall.

VI. Call to the Community (Comments will be limited to three minutes) **Information**

(This is the time for citizens who would like to address the City Council on any non-agenda item. Action taken as a result of public comment will be limited to asking Staff to review the matter, asking that the matter be put on a future agenda, or responding to criticism.)

VII. Reports

A. Public Safety Services Monthly Reports, November 2014

1. Goodyear Fire Department (tan)

The items below are addressed in the report provided by Fire Chief Paul Luizzi:

- EMS Calls/False Calls
- Other/Unknown/False Alarm
- Hazardous Conditions
- Other Type of Incidents
- Good Intent Calls
- Construction Inspections
- Construction Permits
- Plan Review

2. **Maricopa County Sheriff's Office (MCSO)** (grey)

The items below are addressed in the report provided by Captain Dan Whelan:

- Attempted burglary
- DUIs
- Alcohol violations
- Fraud
- Speed violations
- Criminal damage
- Stolen vehicle
- Thefts
- Narcotics/Other drugs
- Crime prevention

B. Staff Monthly Reports, November 2014 **Information**

1. **Finance Department** (white)

The City's budget and monthly expenditures for November are addressed in the report provided by Finance Director Ben Ronquillo.

2. **Building Safety and Public Works Monthly Report** (lavender)

The items below are addressed in the report provided by Mr. Ransom:

- Permit(s) issued
- Residential Inspections
- Lots not yet permitted
- Total permits issued in the Village
- Tree and turf maintenance
- Weed control/manual irrigation
- La Loma Homestead
- Additional projects

3. **Code Enforcement Monthly Report** (tan)

The items below are addressed in the report provided by Ms. Webb:

- Code Enforcement – Activity Report
- Code Enforcement – Public Safety

4. **Assistant City Manager and Community & Recreation Services Dept.** (salmon)

The items below are addressed in the reports provided by Mr. Culbreth:

- Youth Sports
- Aquatics
- Tennis
- Business Solutions
- Special Events
- Emergency Management
- Prop 302 Tourism Funding
- APS Energy Update
- National Endowment of the Arts Grant
- RPG Commission

5. **City Engineer's Monthly Report** (blue)

The items listed below are addressed in the report provided by City Engineer W.C. Scoutten Inc.:

- City Hall Stucco & Paint Improvements
- Liberty Utilities Sewer & Water Pipe Rehabilitation
- Resurfacing Tennis Courts
- Pedestrian Underpass at Wigwam Blvd. and Litchfield Rd.
- 2014 Pavement Maintenance Program
- 2013 Pavement Maintenance Projects
- 2015 Pavement Maintenance Program
- Community Pool Warranty Issues
- Aleppo Park/Little Park Drainage Issues
- Bird Lane Traffic Calming
- City-wide Drainage Study of Problem Areas
- Tierra Verde Lake Wall
- Pedestrian Underpass North under Litchfield Rd. – Drainage & Pavement Study
- HSIP Sign Inventory & Upgrade
- Parking Signage Review on Neolin Ave. & W. Hidden Terrace Ln.
- Development & Utility Plan Reviews
- Planning Activities
- Pending Projects
- Past Projects

6. Crane Plume Monthly Report (white)

The items listed below are addressed in the reports provided by Clear Creek Associates and Crane Company and Matrix World Engineering regarding the Crane Plume:

- Litchfield Park Well & Tierra Verde Lake sampling
- Recent monitor well results
- Status of continuing groundwater investigations
- Source Area Investigation & Remediation
- Plume containment
- Conduit well update
- Other news

7. Litchfield Park Magistrate Court (pink)

The reports reflect activity related to Traffic and Non-Traffic issues and those of Civil and Criminal designation:

- Cases filed
- Violations filed
- Disposition per violation
- Cases appealed
- Juvenile activity
- Education and Training
- Other Court activity
- Total revenue

8. Economic Development Report (green)

The items listed below are addressed in the report provided Mr. Rumpeltes:

- Shop the Park
- New Businesses
- Potential Retail
- Meetings
- General Plan Amendments
- Global Leadership Summit
- Intergovernmental Relations
- United Way Campaign

C. Commission/Board Reports **Information**

1. Design Review Board/Board of Adjustment – November 2014 (cherry)

The items listed below are addressed in the report provided by Ms. Maslowski:

- 201 Alegre Drive – replace front window and relocate front door.
- 224 Laguna Drive – installation of solar panels.
- 14838 W. Aldea Drive – solar panel design plans.

2. Planning & Zoning Commission Quarterly Report (yellow)

The items listed below are addressed in the report provided by Ms. Maslowski:

- Major General Plan Amendment Applications & Associated Rezoning & Development Agreement Applications
- Wireless Communications Facility Proposed for the Wigwam Resort
- Zoning Code Text Amendment
- Meeting Cancellation
- Zoning Code Update: Sign Code Amendment

VIII. Business

A. Aleppo Park, Little Park and Dysart Road West Side Drainage Improvements Change Order #1 (salmon) **Information Action**

Jules Diogenes

Discussion and possible approval of a Change Order for an additional drywell located at the culvert between Verbena Street and Sycamore Court, in the total of $9,752.00.

B. **Ordinance Amending the Litchfield Park Zoning Code Related to Sign Regulations, Repealing Section 35 Signs in its entirety and adopting new Section 35 Signs, and Adopting by Reference that Public Record Known as the "City of Litchfield Park 2014 Sign Code."** (ordinance was introduced 11-19-14) (tan)

Information Action

Jason Sanks

Discussion and possible adoption of a proposed ordinance amending the Litchfield Park Zoning Code repealing the current Section 35 Signs and adding new Section 35 Signs, declaring the document entitled "City of Litchfield Park 2014 Sign Code" as a public record and adopting said document by reference.

C. **Ordinances Amending the City Code and Zoning Code Related to Board and Commission Terms** (green, white)

Information Action

Darryl H. Crossman

1. Discussion and possible adoption of an ordinance amending the City Code, Chapter 2 Mayor and Council, Article 2-6 Boards and Commissions, Section 2-6-3 Terms; Limitations by amending Subsection B, and amending Section 2-6-4 Officers by amending Subsection B related to the terms of office of City Boards, Commissions and Committees.

2. Discussion and possible adoption of an ordinance amending the Zoning Code, Section 3 Administration, by amending Section 3.01 Planning and Zoning Commission, Subsection c Officers, Paragraphs 2 and 3 related to terms of office, and amending Section 3.02 Board of Adjustment, Subsection b related to terms of office for members.

D. **Council Rules and Procedures Related to Selection of Board, Commission and Committee Members** (yellow)

Information Action

Darryl H. Crossman

Discussion and possible approval of an amendment to Council Rules and Procedures, Section 11.2(A), Selection of Board, Commission, and Committee Members, changing appointments from September to March each year.

E. **Ordinance Amending the City Code Regarding Purchasing** (blue)

Information Action

Darryl H. Crossman

Discussion and possible adoption of an ordinance to amend the City Code Chapter 3 Administration, Article 3-4 Purchasing, by amending Section 3-4-1 In General, Subsection E, Paragraph 2, related to cooperative purchases.

F. **Minutes** (yellow, lavender, pink, green)

Information Action

Possible approval of the minutes of the regular meeting held November 19 and the three special meetings held December 3, 2014.

G. Public Hearing: Northwest Corner of Litchfield Road and Village Parkway **Information Action**

1. **Proposed Resolution Terminating a Development Agreement and Approving a New Development Agreement with Wigwam Town Parcels, LLC and Wigwam Joint Venture, LP: Related to Approximately 28 Acres Located at the Northwest Corner of Village Parkway and Litchfield Road** (grey)

   Proposed resolution terminating a Development Agreement with Litchfield Park Investments, LLC and Approving a Development Agreement (DA 14-01) with Wigwam Town Parcels, LLC and Wigwam Joint Venture, LP related to development of approximately 28 acres located at the NWC of Village Parkway and Litchfield Road.

   Council Action: Discussion and possible approval of a resolution terminating a Development Agreement with Litchfield Park Investments, LLC and approving a Development Agreement (DA 14-01) with Wigwam Town Parcels, LLC and Wigwam Joint Venture, LP related to development of approximately 28 acres located at the NWC of Village Parkway and Litchfield Road.

2. **General Plan Amendment Application GPA 14-01: Proposed Resolution Adopting a Major Amendment to the City of Litchfield Park General Plan to Amend the Land Use Map Designation for Approximately 31 Acres Located at the Northwest Corner of Litchfield Road and Village Parkway from Resort, Golf Course, Open Space, and Commercial to Medium Density Residential (4.1 – 8 Dwelling Units Per Acre)** (blue)

   Proposed resolution adopting a major amendment to the City of Litchfield Park General Plan that would amend the Land Use Map designation for approximately 31 acres located at the NWC of Litchfield Road and Village Parkway from Resort, Golf Course, Open Space, and Commercial to Medium Density Residential (4.1 – 8 Dwelling Units per acre).

   Council Action: Discussion and possible approval of a resolution adopting a major amendment to the Litchfield Park General Plan that would amend the Land Use Map designation for approximately 31 acres located at the NWC of Litchfield Road and Village Parkway from Resort, Golf Course, Open Space, and Commercial to Medium Density Residential (4.1 – 8 Dwelling Units per acre).

3. **Zoning Amendment Application ZA 14-02: Proposed Ordinance Amending Ordinance No. 91-07 (as Amended by Ordinance Nos. 01-67 and 06-112) to Amend the Zoning Designations for Approximately 28 Acres Located at the Northwest Corner of Village Parkway and Litchfield Road from Open Space (OS) and Planned Development (PD) with Underlying Zoning Designations of Low Density Multi Family (MFL), Neighborhood Commercial (NC), and Resort (RT) to Planned Development (PD) with an Underlying Zoning Designation of High Density Residential (RD Cluster)** (cherry)

   Proposed ordinance amends Ordinance No. 91-07 (as amended by Ordinance Nos. 01-67 & 06-112) to amend the zoning designations for approximately 28 acres located at the NWC of Village Parkway and Litchfield Road from Open Space (OS) and Planned Development (PD) with underlying zoning designations of Low Density Multi Family (MFL), Neighborhood Commercial (NC), and Resort (RT) to Planned Development (PD) with an underlying zoning designation of High Density Residential (RC Cluster).

   Council Action: Discussion and possible introduction of an ordinance amending Ordinance No. 91-07 (as amended by Ordinance Nos. 01-67 & 06-112) to amend the zoning designations for approximately 28 acres located at the NWC of Village Parkway and Litchfield Road from Open Space (OS) and Planned Development (PD) with underlying zoning designations of Low Density Multi Family (MFL), Neighborhood Commercial (NC), and Resort (RT) to Planned Development (PD) with an underlying zoning designation of High Density Residential (RC Cluster).

4. **Resolution Approving a Development Agreement Between the City of Litchfield Park and Wigwam Joint Venture, LP, Related to the Heritage (Red) Golf Course Located West of Litchfield Road and North of Village Parkway** (lavender)

Proposed resolution approves a Development Agreement between the City of Litchfield Park and Wigwam Joint Venture, LP related to the Heritage (Red) Golf Course located west of Litchfield Road and north of Village Parkway.

Council Action: Discussion and possible approval of a resolution approving a Development Agreement between the City of Litchfield Park and Wigwam Joint Venture, LP related to the Heritage (Red) Golf Course located west of Litchfield Road and north of Village Parkway.

5. **Proposed Resolution Approving a Development Agreement with Wigwam Town Parcels, LLC and Wigwam Joint Venture, LP Related to Payment of Costs for General Plan Amendment** (white)

Proposed resolution approving a Development Agreement (DA 14-06) with Wigwam Town Parcels, LLC and Wigwam Joint Venture, LP related to payment of costs for General Plan Amendment related to approximately 28 acres located at the northwest Corner of Village Parkway and Litchfield Road.

H. Public Hearing: Northwest Corner of Litchfield Road and Wigwam Boulevard **Information Action**

1. **General Plan Amendment Application GPA 14-02: Proposed Major Amendment to the City of Litchfield Park General Plan to Amend the Land Use Map Designation for Approximately 15 Acres Located at the Northwest Corner of Litchfield Road and Wigwam Boulevard from Commercial to Mixed Use (Commercial/Multi Family) and Amending the Text of the General Plan to Establish a Vision for the Development of the Property** (buff)

Proposed amendment to the City of Litchfield Park General Plan that would amend the Land Use Map designation for approximately 15 acres located at the NWC of Litchfield Road and Wigwam Boulevard from Commercial to Mixed Use (Commercial/Multi Family) with the location and extent of such uses to be set forth in a rezoning ordinance approved by Council. The amendment would include a General Plan text amendment setting forth a vision for the development of the property, including the requirement that at least 75,000 square feet of commercial floor area must be included in the development and that the development shall be developed in a manner integrating residential and retail development.

Council Action: Discussion and possible approval of an amendment to the Litchfield Park General Plan that would amend the Land Use Map designation for approximately 15 acres located at the NWC of Litchfield Road and Wigwam Boulevard from Commercial to Mixed Use (Commercial/Multi Family) with the location and extent of such uses to be set forth in a rezoning ordinance approved by Council. The amendment would include a General Plan text amendment setting forth a vision for the development of the property, including the requirement that at least 75,000 square feet of commercial floor area must be included in the development and that the development shall be developed in a manner integrating residential and retail development.

I. Public Hearing: A Portion of the Wigwam Patriot (Blue) and Gold Golf Courses Located North of the Wigwam Resort and East of Red's Grille — **Information Action**

1. General Plan Amendment GPA 14-03 and the Associated Draft General Plan Amendment Resolution (yellow)

Proposal to amend the City of Litchfield Park General Plan to amend the Land Use Map designation for approximately 7.5 acres generally located directly north of the Wigwam Resort, east of Red's Grille and comprised of portions of the Wigwam Patriot (Blue) and Gold Golf Courses, from Golf Course to Resort.

Council Action: Discussion and possible approval to amend the City of Litchfield Park General Plan to amend the Land Use Map designation for approximately 7.5 acres generally located directly north of the Wigwam Resort, east of Red's Grille and comprised of portions of the Wigwam Patriot (Blue) and Gold Golf Courses, from Golf Course to Resort.

J. Public Hearing: Amendment to the Litchfield Park Zoning Code by Amending Section 2 Definitions, Subsection 2.04 Definitions to add new definitions; by Adding New Section 27A Agritourism District; by Amending Section 28 Zoning Matrix/District Requirements Summary to Add Agritourism Districts and Uses Permitted (grey) — **Information Action**

Proposed ordinance will amend the Litchfield Park Zoning Code to add definitions, and add new Section 27A for Agritourism District, amending Section 28 Zoning Matrix/District Requirements Summary to add Agritourism Districts and Uses Permitted.

Council Action: Discussion and possible introduction of an ordinance that will amend the Litchfield Park Zoning Code to add definitions, and add new Section 27A for Agritourism District, amending Section 28 Zoning Matrix/District Requirements Summary to add Agritourism Districts and Uses Permitted.

K. Public Hearing: Northwest Corner of Litchfield Road and Camelback Road — **Information Action**

1. General Plan Amendment Application GPA 14-05: Proposed Amendment to the City of Litchfield Park General Plan to Amend the Land Use Map Designation for the Northwest Corner of Litchfield and Camelback Roads from Mixed Use (Public Facility & Residential) to Commercial for Approximately 38 Acres Located on the Southern Boundary of the Property and for the Addition of the Term "Agritourism" to the Mixed Use (Public Facility/Residential) Designation for the Remainder of the Property (lavender)

Proposed resolution adopting a Major Amendment to the Litchfield Park General Plan that would amend the Land Use Map designation for property located at the NWC of Litchfield and Camelback Roads from Mixed Use (Public Facility & Residential) to Commercial for approximately 38 acres located on the southern boundary of the property and for the addition of the term "Agritourism" to the Mixed Use (Public Facility & Residential) designation for the remainder of the property.

Council Action: Discussion and possible approval of a resolution adopting a Major Amendment to the Litchfield Park General Plan that would amend the Land Use Map designation for property located at the NWC of Litchfield and Camelback Roads from Mixed Use (Public Facility & Residential) to Commercial for approximately 38 acres located on the southern boundary of the property and for the addition of the term "Agritourism" to the Mixed Use (Public Facility & Residential) designation for the remainder of the property.

2. **Proposed Zoning Amendment Application ZA 14-03: Proposed Ordinance Amending the Zoning for Property Located at the Northwest Corner of Litchfield and Camelback Roads from Planned Development (PD) with Underlying Zoning Designations of Residential Estate (RE), Public Facilities (PF) and Neighborhood Commercial (NC) to Planned Development (PD) with Underlying Zoning Designations of Residential Estate (RE), Public Facilities (PF), Neighborhood Commercial (NC), and Agritourism** (green)

Proposed ordinance amending Ordinance 99-54 (as amended by Ordinance Nos. 02-77 and 08-139) related to the Planned Development generally located at the NWC of Litchfield and Camelback Roads from Planned Development (PD) with underlying zoning designations of Residential Estate (RE), Neighborhood Commercial (NC), and Public Facilities (PF) to Planned Development (PD) with underlying zoning designations of Residential Estate (RE), 38 acres of Neighborhood Commercial (NC), Public Facilities (PF), and 27 acres of Agritourism (AT).

(**Note**: On November 24, 2014, the Planning & Zoning Commission continued ZA 14-03 to March 10, 2015.)

Council Action: Council will continue the Public Hearing, based on P&Z Commission continuance.

L. Public Hearing: Northeast Corner of Litchfield and Camelback Roads — **Information Action**

1. **Proposed Resolution Approving an Amended and Restated Development Agreement Amending the Development Agreement Dated February 7, 2001, and Amended February 27, 2002, Related to Proposed Residential Development of Approximately 53 Acres Generally Located at the Northeast Corner of Litchfield and Camelback Roads (Residential Parcel)** (blue)

Proposed resolution approving a restated and amended Development Agreement (DA 14-03) between the City of Litchfield Park and RepSun II, LLC related to the development of a residential parcel located at the NEC of Litchfield and Camelback Roads.

Council Action: Discussion and possible approval of a resolution approving a restated and amended Development Agreement (DA 14-03) between the City of Litchfield Park and RepSun II, LLC related to the development of a residential parcel located at the NEC of Litchfield and Camelback Roads.

2. **Proposed Resolution Approving an Amended and Restated Development Agreement Amending the Development Agreement Dated February 7, 2001, and Amended February 27, 2002, Related to Proposed Commercial Development of Approximately 27 Acres Generally Located at the Northeast Corner of Litchfield and Camelback Roads (Commercial Parcel)** (pink)

Proposed resolution approving an amended and restated Development Agreement (DA 14-04) between the City of Litchfield Park and RepSunII, LLC related to the development of a commercial parcel located at the NEC of Litchfield and Camelback Roads.

Council Action: Discussion and possible approval of a resolution approving an amended and restated Development Agreement (DA 14-04) between the City of Litchfield Park and RepSunII, LLC related to the development of a commercial parcel located at the NEC of Litchfield and Camelback Roads.

3. **General Plan Amendment Application GPA 14-06: Proposed Amendment to the City of Litchfield Park General Plan to Amend the Land Use Designation for Approximately 53 Acres Located North of the Northeast Corner of Litchfield and Camelback Roads from Commercial to Low Density Residential (2.1 – 4 Dwelling Units Per Acre)** (tan)

Proposed resolution amending the City of Litchfield Park General Plan that would amend the Land Use Map for property generally located at the NEC of Litchfield and Camelback Roads by changing the land use designation of 53 acres from Commercial to Low Density Residential (2.1 – 4 Dwelling Units per acre).

Council Action: Discussion and possible approval of a resolution amending the City of Litchfield Park General Plan that would amend the Land Use Map for property generally located at the NEC of Litchfield and Camelback Roads by changing the land use designation of 53 acres from Commercial to Low Density Residential (2.1 – 4 Dwelling Units per acre).

4. **Zoning Amendment Application ZA 14-01: Proposed Ordinance Amending the Zoning for 53 Acres Generally Located North of the Northeast Corner of Litchfield and Camelback Roads from Community Commercial (CS) to Planned Development (PD) with an Underlying Zoning Designation of High Medium Residential (R1-8)** (white)

Proposed ordinance amending the City of Litchfield Park Zoning Code by amending the Zoning Map related to a portion of the property included in Ordinance No. 02-78 located generally on the NEC of Litchfield and Camelback Roads from Community Commercial (CS) to Planned Development (PD) with underlying zoning district of Medium Density Residential (R1-8).

Council Action: Discussion and possible introduction of an ordinance amending the City of Litchfield Park Zoning Code by amending the Zoning Map related to a portion of the property included in Ordinance No. 02-78 located generally on the NEC of Litchfield and Camelback Roads from Community Commercial (CS) to Planned Development (PD) with underlying zoning district of Medium Density Residential (R1-8).

IX. Executive Session — Information

A. An Executive Session may be called during the public meeting on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of receiving legal advice.

B. An Executive Session may be called pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney regarding legal options available for General Plan Amendment applications.

C. An Executive Session may be called pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney regarding the Tierra Verde Lake Wall reconstruction and the City's legal options with respect to the obligations of the adjacent homeowners' association.

D. An Executive Session may be called pursuant to A.R.S. § 38-431.03(A)(7) for discussion or consultations with designated representatives of the City in order to consider its position and instruct its representatives regarding negotiations for the sale or lease of real property located at 387 E. Wigwam Boulevard, Litchfield Park, Arizona.

XI. Adjournment

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Thomas L. Schoaf, Mayor

*Any invocation that may be offered before the start of the regular Council business shall be the voluntary offering for the benefit of the Council and the citizens present. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. **Action**

Next Resolution 14-370 **Next Ordinance 14-197**

Persons with special accessibility needs should contact City Hall, (623) 935–5033, at least 48 hours prior to the meeting.

Affidavit of Posting

I, Mary Rose Evans, City Clerk, do hereby certify that I caused to be posted a true and correct copy of this agenda for the City Council meeting of December 17, 2014, in the following place in the City of Litchfield Park:

1. City Hall outside bulletin board

_____
Signature Date

City Council Meeting Schedule

DATE	LOCATION	TIME
1-21-15	**F.B. Litchfield Memorial Library** 101 W. Wigwam Blvd. Newly-Elected Swearing In Ceremony	7:00 PM
2-18-15	**F.B. Litchfield Memorial Library** 101 W. Wigwam Blvd.	7:00 PM
3-18-15	**F.B. Litchfield Memorial Library** 101 W. Wigwam Blvd.	7:00 PM

For public meeting agendas and minutes please visit:
http://www.litchfield-park.org/Archive.aspx

THE CITY OF
Litchfield Park
DISCOVER THE PARK

City Manager's Report
December 17, 2014

To: Mayor Schoaf and City Councilmembers

From: Darryl H. Crossman, City Manager

Maricopa County Jail Per Diem Billing Rates FY 2016

We are in receipt of a notification of preliminary Jail Per Diem Rates for FY 2016. The following are the FY 2016 preliminary rates and the current rates:

	FY 2016	FY 2015	Difference	Percent Increase
Housing Rate	$ 85.49	$ 81.85	$ 3.64	4.4%
Booking Rate	$ 285.94	$ 266.41	$ 19.53	7.3%

The FY2016 preliminary housing and booking rates are based on the FY 2015 budget direct and indirect costs for the Maricopa County Sheriff's Office (MCSO) and Correctional Health Services (CHS). MCSO and CHS budget costs used to derive the housing and booking rates increased by $9.2 million or 3.4%.

Analysis provided by MCSO and CHS identified increases in costs that are primarily due to:

1. Retention Pay Plan for detention staff and CHS staff; and
2. Increase of 35 Detention Officers and CHS intake staffing.

As to the impact to the Litchfield Park FY 2016 Budget, based on the preliminary rates and utilizing actual costs over the past two years, the potential additional cost to the City would be $708.15.

Maricopa County will provide the final Jail Per Diem Rates as early as possible during FY 2015 to assist in our budget planning process.

Compost Fire in Maricopa County

On Saturday, November 22, 2014, a compost pile fire incident occurred in the unincorporated area of Maricopa County, in the proximity of Dysart Road near Northern Avenue. The fire was problematic due to several reasons, including but not limited to:

1. The fire was not in any city or town, but in the unincorporated area of Maricopa County;
2. Rural Metro offers coverage to property owners in the county "islands," but in this case the property owner was not a subscriber;
3. A municipal fire department responded to the fire, but left after it was determined that there was no immediate danger to life or property and the fact that Rural Metro arrived at the scene;
4. The height of the compost pile was reported to be as high as 25 feet;
5. There were reportedly no "breaks" (separations) in the compost pile;
6. There was no agency or entity which took control of the incident;
7. There were very limited updates or advisories to the municipalities and public during the course of the incident;
8. There were 10 – 12 days of smoke and/or questionable air quality in the west valley, which caused numerous complaints from citizens and businesses;
9. It is unclear as to how, or who, has the power to declare an incident as an emergency or nuisance; and,
10. There is no plan or policy in place to address such regional incidents.

The property owner contracted for construction equipment and fire suppression equipment and was able to put out the fire. Due to the extreme dimensions of the compost pile, it was confirmed by some fire departments that the fire was handled in the shortest time possible and could not have been addressed in any other way which would have been more successful.

In lieu of the above, Mayor Schoaf, Goodyear Mayor Georgia Lord, Goodyear City Manager Brian Dalke and I met with Maricopa County Supervisor Clint Hickman briefly last week to discuss the incident and our desire to develop a plan or policy to address such regional incidents of an emergency nature in the future. Supervisor Hickman agreed that the County, cities and towns could, and should, work together to establish such a protocol.

The West Valley Mayors, Managers and Fire Chiefs will attend a joint meeting with the County Staff at the next Luke West Valley Council on December 18, 2014, to discuss policies/procedures for an emergency or nuisance which impacts, or threatens to impact, regional public health, safety or welfare within the unincorporated areas of Maricopa County. I expect that all entities will work to find a resolution which addresses the concerns raised by this recent fire.

Parking Restrictions on Neolin Drive and Hidden Terrace Loop

In response to concerns about parking restrictions, or lack thereof, on Neolin Drive and Hidden Terrace Loop (across from Aleppo Park), a review of the available parking areas was conducted; considering such safety factors as: ingress/egress of neighbor traffic and safety vehicles, sight distance and concerns for public safety.

On Neolin Drive, it was determined that additional on-street parking was warranted. Additionally, it was determined that a "No Parking" zone was warranted on the north side of Hidden Terrace Loop; across from Aleppo Park.

In accordance with the findings, appropriate signage was installed by our Public Works Department on December 4, 2014.

Merry Christmas, Happy Hanukkah, and a safe and happy 2015!

Darryl H. Crossman
City Manager

Goodyear Fire Department

City of Litchfield Park

Date Range: 11-01-2014 to 11-30-2014

INCIDENT #	ALARM DATE/TIME	ARRIVAL TIME	STATI	SHIFT	PROPERTY USE	INCIDENT TYPE	ADDRESS
All Fires (1 Call)							
4373735	2014-11-22 12:52:05	12:58:34	174	C	962	131 - Vehicle fire	100 N OLD LITCHFIELD RD
EMS (42 Calls)							
4348852	2014-11-01 03:37:30	03:43:45	174	B	419	321 - EMS call, excluding vehicle accident w	1100 N ORO VISTA DR
4349182	2014-11-01 11:41:05	11:46:04	361	B	311	321 - EMS call, excluding vehicle accident w	14100 W DENNY BL
4349186	2014-11-01 11:43:54	11:48:54	183	B	419	321 - EMS call, excluding vehicle accident w	1300 N VILLA NUEVA DR
4350379	2014-11-02 14:27:21	14:32:34	183	A	419	321 - EMS call, excluding vehicle accident w	4600 N CLEAR CREEK DR
4350733	2014-11-02 20:45:39	20:52:33	183	A	419	321 - EMS call, excluding vehicle accident w	14100 W GREENTREE DR S
4350824	2014-11-02 23:08:29	23:12:41	183	A	419	321 - EMS call, excluding vehicle accident w	100 LAGUNA DR W
4351436	2014-11-03 12:48:04	12:53:48	183	A	419	321 - EMS call, excluding vehicle accident w	200 S DESERT AV
4352048	2014-11-04 00:52:47	01:00:46	183	A	960	321 - EMS call, excluding vehicle accident w	200 N PARKVIEW CT
4353091	2014-11-04 20:56:50	21:03:00	183	C	311	321 - EMS call, excluding vehicle accident w	14200 W DENNY BL
4353276	2014-11-05 03:04:31	03:10:54	183	C	429	321 - EMS call, excluding vehicle accident w	200 S OLD LITCHFIELD RD
4353399	2014-11-05 07:31:09	07:39:39	174	C	419	321 - EMS call, excluding vehicle accident w	100 LAGUNA DR W
4357045	2014-11-08 10:00:19	10:04:52	183	A	960	321 - EMS call, excluding vehicle accident w	400 N OLD LITCHFIELD RD
4358502	2014-11-09 14:05:15	14:09:24	183	A	960	321 - EMS call, excluding vehicle accident w	100 W WIGWAM BL
4359443	2014-11-10 10:18:45	10:26:13	361	C	419	321 - EMS call, excluding vehicle accident w	300 W SONOMA DR

4359650	2014-11-10 13:18:43	13:23:07	183	C	449	321 - EMS call, excluding vehicle accident w	300 E WIGWAM BL
4360655	2014-11-11 11:00:58	11:08:28	174	C	419	321 - EMS call, excluding vehicle accident w	4800 N GREENTREE DR E
4360957	2014-11-11 15:49:04	15:56:05	183	C	419	321 - EMS call, excluding vehicle accident w	200 N PARKVIEW CT
4361396	2014-11-11 23:31:19	23:36:25	183	C	429	321 - EMS call, excluding vehicle accident w	14200 W WIGWAM BL
4361480	2014-11-12 03:37:01	03:42:19	183	C	429	321 - EMS call, excluding vehicle accident w	14200 W WIGWAM BL
4364841	2014-11-14 22:22:50	22:29:52	183	A	311	321 - EMS call, excluding vehicle accident w	14200 W DENNY BL
4364842	2014-11-14 22:24:24	22:31:09	174	A	419	321 - EMS call, excluding vehicle accident w	400 S PALADIN CI
4365362	2014-11-15 11:56:28	12:02:45	183	A	419	321 - EMS call, excluding vehicle accident w	14100 W DENNY BL
4365518	2014-11-15 14:39:31	14:46:40	183	A	419	321 - EMS call, excluding vehicle accident w	14100 W GREEN HOLLOW TE
4365601	2014-11-15 15:43:52	15:50:23	174	A	902	322 - Motor vehicle accident with injuries	W CAMELBACK RD / N LITCHFIELD RD
4368436	2014-11-17 21:29:22	21:33:45	183	C	419	321 - EMS call, excluding vehicle accident w	400 S OTERO CI
4368730	2014-11-18 08:03:14	08:08:34	183	B	419	321 - EMS call, excluding vehicle accident w	200 W TAINTER DR
4372208	2014-11-21 05:42:57	05:49:16	174	A	962	322 - Motor vehicle accident with injuries	W CAMELBACK RD / N DYSART RD
4373238	2014-11-22 00:56:17	01:04:09	183	A	419	321 - EMS call, excluding vehicle accident w	400 S CABRITO CI
4373448	2014-11-22 07:23:24	07:29:55	174	C	419	321 - EMS call, excluding vehicle accident w	400 E CASCADA RD
4373544	2014-11-22 09:25:26	09:32:34	174	C	419	321 - EMS call, excluding vehicle accident w	1000 N ORO VISTA DR
4375311	2014-11-23 20:06:30	20:12:31	183	C	311	321 - EMS call, excluding vehicle accident w	14200 W DENNY BL
4375631	2014-11-24 05:52:34	05:58:56	183	C	419	321 - EMS call, excluding vehicle accident w	400 E PALM ST
4375675	2014-11-24 07:15:27	07:23:26	174	B	962	323 - Motor vehicle/pedestrian accident	500 E BIRD LN
4375868	2014-11-24 10:14:11	10:22:28	185	B	960	322 - Motor vehicle accident with injuries	13200 W INDIAN SCHOOL RD
4377919	2014-11-26 02:27:25	02:34:39	183	B	449	321 - EMS call, excluding vehicle accident w	300 E WIGWAM BL
4378332	2014-11-26 11:53:02	11:58:48	183	A	449	321 - EMS call, excluding vehicle accident w	300 E WIGWAM BL
4377931	2014-11-26 02:49:21	02:59:08	174	B	419	321 - EMS call, excluding vehicle accident w	400 E CAMPINA DR
4378835	2014-11-26	18:54:43	183	A	419	321 - EMS call, excluding vehicle accident w	200 N NEOLIN AV

	18:49:22						
4378910	2014-11-26 20:12:16	20:17:18	183	A	962	322 - Motor vehicle accident with injuries	700 W VILLAGE PW
4380544	2014-11-28 12:28:35	12:34:59	183	C	311	321 - EMS call, excluding vehicle accident w	14200 W DENNY BL
4382624	2014-11-30 11:27:30	11:34:49	183	B	311	321 - EMS call, excluding vehicle accident w	14200 W DENNY BL
4383183	2014-11-30 22:03:38	22:09:46	183	B	419	321 - EMS call, excluding vehicle accident w	300 W CAMPBELL AV

Other/Unknown (4 Calls)

4349147	2014-11-01 11:08:22	11:21:13	183	B	419	554 - Assist invalid	14100 W GREENTREE DR S
4349153	2014-11-01 11:13:57	11:28:07	181	B	419	500 - Service Call, other	300 S DESERT AV
4359398	2014-11-10 09:43:26	09:49:27	185	C	419	511 - Lock-out	400 E WIGWAM BL
4378840	2014-11-26 18:53:56	19:00:51	174	A	965	511 - Lock-out	12900 W INDIAN SCHOOL RD

Good Intent Calls (4 Calls)

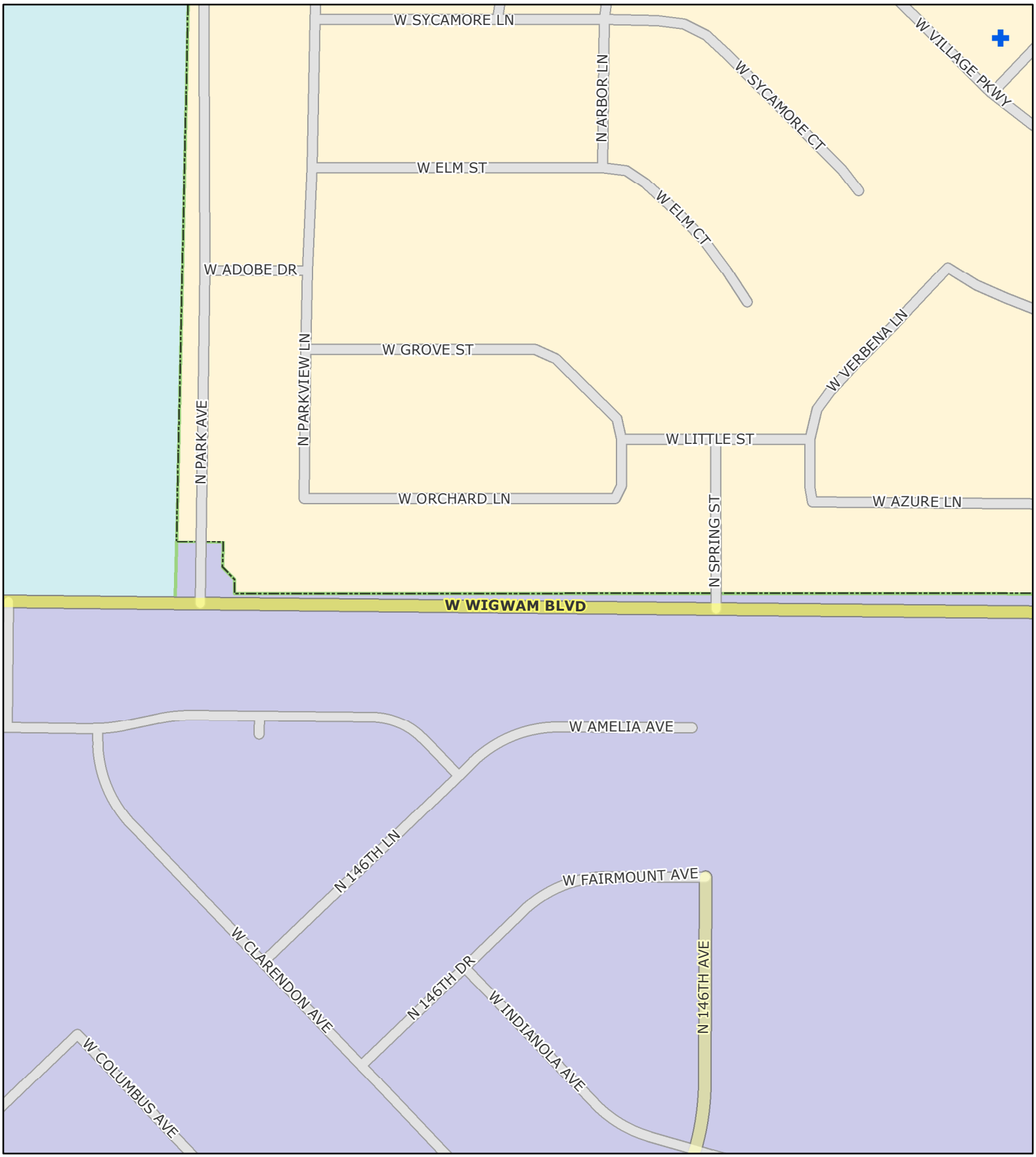
4370130	2014-11-19 11:27:37	11:32:49	183	B	161	651 - Smoke scare, odor of smoke	4800 N LITCHFIELD RD
4370271	2014-11-19 13:44:20	13:49:29	183	B	142	622 - No incident found on arrival at dispat	400 N OLD LITCHFIELD RD
4378957	2014-11-26 21:03:19	21:09:42	174	A	419	651 - Smell/odor of smoke	500 E FAIRWAY DR
4381355	2014-11-29 04:24:02	04:30:31	183	C	429	600 - Good intent call, other	14200 W WIGWAM BL

False Alarms & False Calls (3 Calls)

4359965	2014-11-10 18:09:21	18:13:32	183	C	131	745 - Alarm system activation, no fire - uni	400 S OLD LITCHFIELD RD
4372542	2014-11-21 12:03:30	12:15:11	174	A	419	735 - Alarm sounding due to malfunction	400 E CERCADO LN
4380690	2014-11-28 14:30:22	14:38:26	174	C	419	735 - Alarm sounding due to malfunction	15 S ESPERANZA DR

Incident Response Units

Apparatus	Station Location	Jurisdiction
E183	3075 N Litchfield Rd.	City of Goodyear
E185	15875 W Clubhouse Dr.	City of Goodyear
E361	Luke AFB	Luke AFB
E174	3200 N Dysart Rd.	City of Avondale



City of Litchfield Park
Incident Map
November 2014

0 0.0325 0.065 0.13 Miles

N W E S

Incidents (Selection)

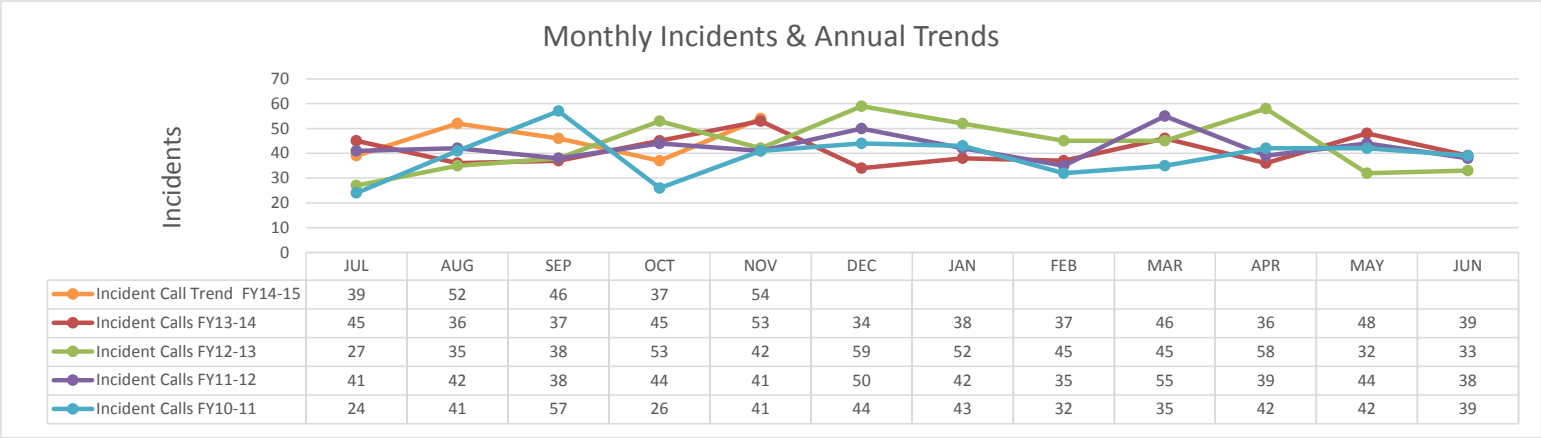
LEGEND

- ALL FIRES (2)
- EMS (30)
- FALSE ALARMS & FALSE CALLS (2)
- GOOD INTENT CALLS (6)

This agency is not responsible for the misinterpretation of this map and makes no inference or judgment as to the relative safety of particular areas. This map does not meet national map accuracy standards and should not be used for engineering purposes.

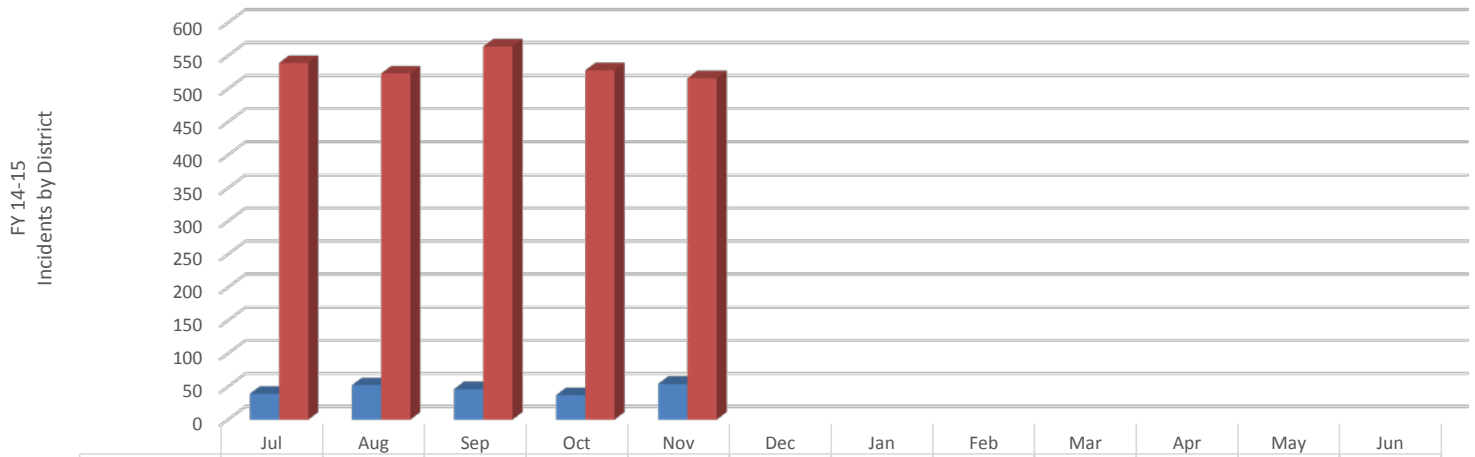
City of Litchfield Park
Incident Reporting

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total YTD	Annual Trend
EMS	36	44	36	31	42								189	567
Other Unknown	1	2	4	4	4								15	45
Hazardous Conditions	0	1	0	0	0								1	3
Other Type of Incidents	0	1	0	0	0								1	3
Good Intent	0	1	5	1	4								11	33
False Alarm/False Calls	1	1	1	1	3								7	21
All Fires	1	2	0	0	1								4	12
Incident Call Trend FY14-15	39	52	46	37	54								228	684
Incident Calls FY13-14	45	36	37	45	53	34	38	37	46	36	48	39	494	494
Incident Calls FY12-13	27	35	38	53	42	59	52	45	45	58	32	33	519	519
Incident Calls FY11-12	41	42	38	44	41	50	42	35	55	39	44	38	509	509
Incident Calls FY10-11	24	41	57	26	41	44	43	32	35	42	42	39	466	466
Incident Calls - Monthly Difference from FY13-14 to FY14-15	-6	16	9	-8										
Percentage Increase/Decrease	-15%	31%	20%	-22%										



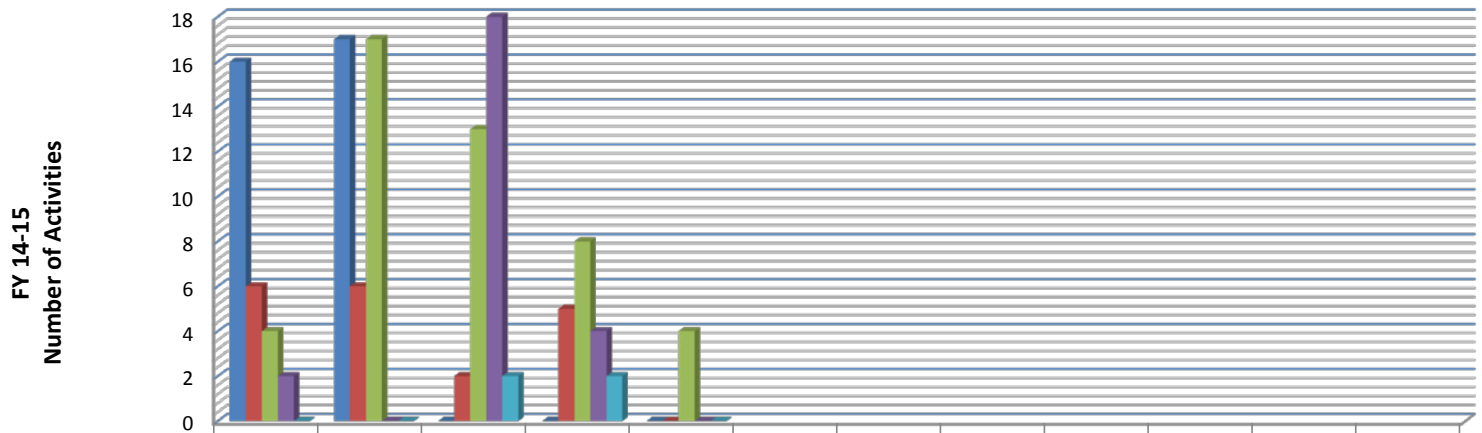
	YTD	Annual Trend
Incident Calls FY14-15	228	684
Incident Calls FY13-14	494	494
	Increase	**190**

Monthly Incident Trend Report



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Litchfield Park	39	52	46	37	54							
Goodyear	539	523	564	528	516							

City of Litchfield Park
Fire Development Services



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Plan Reviews	16	17	0	0	0							
Construction Permits	6	6	2	5	0							
Construction Inspections	4	17	13	8	4							
Occupany Inspections	2	0	27	4	0							
Special Events	0	0	2	2	0							

Law Enforcement Report

November 2014

Provided by the Maricopa County Sheriff's Office

This report documents the law enforcement services and activity within the City of Litchfield Park. The Maricopa County Sheriff's Office has a contractual agreement with Litchfield Park and provides the law enforcement services. This report reflects the monthly activity along with a comparison of the previous 3 months activity. A call for service or law enforcement activity does not always generate a written document by the Sheriff's Office.

This report provides a breakdown of the types of criminal activity within the City of Litchfield Park such as assaults, burglaries, and thefts. Also included are the traffic citations issued, traffic accidents, and subsequent drug and alcohol violations. The Uniform Crime Reporting procedure is being utilized which is the standard for crime reporting by the FBI. A brief synopsis is provided at the end of this report which documents any significant or notable incidents which have occurred.

Criminal / Traffic Activity

Activity Type	**November 2014**	October 2014	September 2014	August 2014	November 2013
Murder/Manslaughter	**0**	0	0	0	0
Aggravated Assault	**0**	0	0	0	1
Assault	**1**	1	0	3	0
Sexual Assault	**0**	0	0	1	0
Child Crime	**1**	0	0	0	1
Arson	**0**	0	0	0	0
Robbery	**0**	0	0	0	0
Commercial Burglary	**0**	0	0	0	1
Residential / Vehicle Burglary	**2**	5	2	2	2
Theft	**0**	4	2	3	3
Shoplifting	**1**	2	3	1	2
Vehicle Theft (Stolen Vehicle)	**1**	0	0	1	0
Disorderly Conduct	**0**	0	0	1	0
Criminal Damage/Graffiti	**5**	3	2	3	5
DUI	**0**	0	0	0	0
Drug/Alcohol/Underage	**1**	1	0	1	0
Traffic Accidents	**8**	3	3	6	0
Traffic Citations	**36**	36	42	75	17

Public & Community Assist Activity

Activity Type	**November 2014**	October 2014	September 2014	August 2014	November 2013
Fight/Mutual Combat	**0**	0	0	1	1
Harassment/Stalking	**0**	0	0	1	0
Threating/Obscene Phone Calls	**0**	0	0	0	0
Trespassing	**0**	0	0	0	0
Stolen Vehicle Recovery	**0**	0	0	1	0
Animal Problem	**0**	0	0	0	0
Juvenile Disturbing/Runaway	**0**	0	0	0	0
Neighbors Disturbing	**0**	0	0	0	0
Suspicious Activity/Person or Vehicle	**0**	0	0	0	0
Citizen Assist	**0**	0	0	0	0
Parking Violation/Abandoned Vehicle	**0**	0	0	0	0
Hazards	**0**	0	0	0	0
9-1-1 Hang Ups	**0**	0	0	0	0
Commercial Alarm	**4**	2	3	6	4
Residential Alarm	**7**	10	19	22	10
Civil Matter	**0**	0	0	0	0
Natural Death of Person	**0**	0	0	0	0
Suicide	**0**	0	0	0	0
Missing Person	**0**	0	0	0	0
Patrol/Vac Watch/Welfare Check	**53**	45	79	69	76

Notable Incidents Synopsis – Criminal and Traffic Activity

Assault

On 11/22/14 at approx. 0715 hours, a report of assault in the form of a man being pepper sprayed by another unknown man was taken in the 400 block of E. Cascada Road. Nothing further.

Child Crime

On 11/24/14 at approx. 1215 hours, a report was made of a child arriving at school with a cut on his face in the 13800 block of W. Wigwam Blvd. Nothing further at this time, injury had been previously reported to medical entities.

Burglary

On 11/04/14 at approx. 1630 hours, a report was made of a tool item being taken from the unlocked garage of a residence in the 400 block of E. Fairway Drive. Case assigned to Detectives.

Burglary From Vehicle

On 11/17/14 at approx. 0730 hours, a report was made of a gym bag being taken from the inside of a locked vehicle parked near a residence in the 100 block of W. Vista Paseo Drive. Vehicle damage in the form of a broken window was also documented in the report. Case assigned to Detectives.

Stolen Golf Cart

On 11/28/14 at approx. 1945 hours, a report was made of two juveniles who had taken a golf cart from a business in the 300 block of W. Wigwam Blvd. The juveniles where driving around the property on the golf cart when contacted by staff. Charges are being submitted one the juveniles.

Shoplifting

On 11/19/14 at approx. 1730 hours, two subjects were reported to have taken approx. 16 bottles of liquor from a business in the 12900 block of W. Indian School Rd. Case assigned to Detectives.

Criminal Damage

On 11/01/14 at approx. 2230 hours, a report was made of defacement of property in the form of broken picture frames and a broken TV inside a residence by the owner of the property in the 300 block of W. Cardeno Circle. Nothing further at this time.

Criminal Damage

On 11/05/14 at approx. 1330 hours, a report was made of defacement to a business's awnings in the 400 block of Old Litchfield Road. Nothing further at this time.

Criminal Damage

On 11/10/14 at approx. 2200 hours, a report was made of defacement to a residence in the form of eggs and rocks being thrown in the 900 block of W. Grove Street. Case assigned to Detectives.

Criminal Damage

On 11/14/14 at approx. 1100 hours, a report was made of defacement to a brick wall in the area of Cascada Road and Neolin Avenue. Case information given to Detectives.

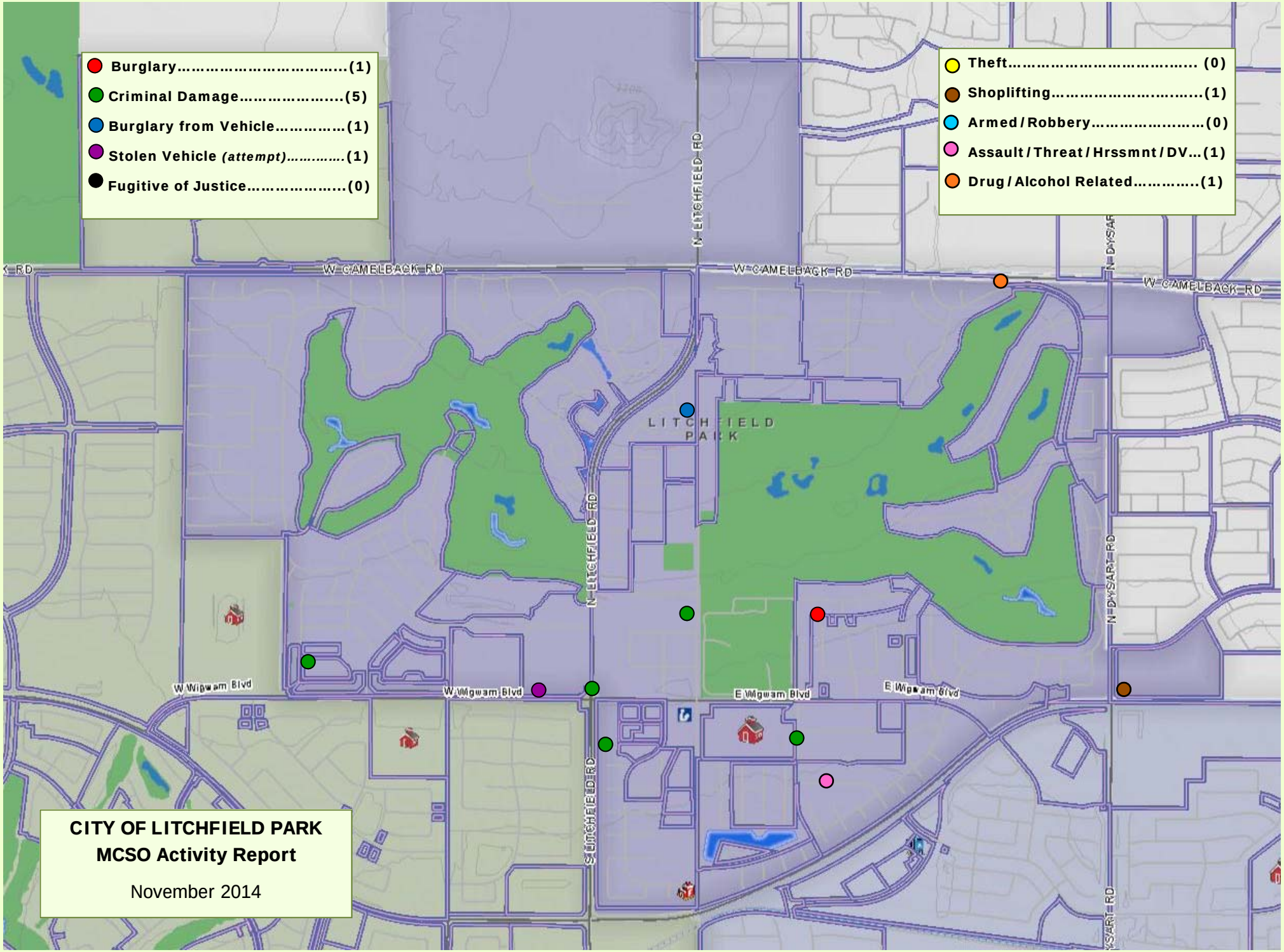
Criminal Damage On 11/17/14 at approx. 1300 hours, a report was made of defacement to a glass door of a business in the 4000 block of N. Litchfield Road. Nothing further at this time.

Drug Possession On 11/08/14 at approx. 2300 hours, a suspect was cited and released for a driving violation, on Camelback Road and Villa Nueva Road. He was also found to be in possession of marijuana. Case submitted to County Attorney's Office.

Notable Incidents Synopsis – Public and Community Assist Activity

Welfare Check On 11/02/14 at approx. 1100 hours, a report of a break in was reported in the 100 block of W. Laguna Drive. No one was found in the residence and it was determined the caller was mistaken. Nothing further.

Reviewed by: Captain Whelan


Burglary……(1)
Criminal Damage……(5)
Burglary from Vehicle……(1)
Stolen Vehicle (attempt)……(1)
Fugitive of Justice……(0)
Theft…… (0)
Shoplifting……(1)
Armed / Robbery……(0)
Assault / Threat / Hrssmnt / DV…(1)
Drug / Alcohol Related……(1)
W CAMELBACK RD
N LITCHFIELD RD
LITCHFIELD PARK
W Wigwam Blvd
E Wigwam Blvd
S LITCHFIELD RD
N DYSART RD
CITY OF LITCHFIELD PARK
MCSO Activity Report
November 2014

City of Litchfield Park
FY 2015 - Year to date Report
Governmental Revenues and Cash Balances
November 2014

Total Revenue Year-to-date	$	2,963,226
Total Expenses Year-to-date	$	4,126,329

Transaction Privilege Taxes Year-to-Date		**2015 FY**		**2014 FY**
Sales Tax Revenues		$ 1,604,110	$	1,688,480
Sales Tax Audit Assessments		-		54,261
	Total	**$ 1,604,110**	**$**	**1,742,741**

State Shared Revenues Year-to-Date		**2015 FY**		**2014 FY**
State Shared Sales Taxes (estimated)		$ 195,267	$	187,351
Urban Revenue Sharing (Income Tax)		276,210		254,555
Motor Vehicle Tax (estimated)		84,057		79,931
HURF Revenues (estimated)		129,602		118,150
	Total	**$ 685,136**	**$**	**639,987**

Cash Account Balances

LGIP 7535 INVESTMENT	$	2,284,029
LGIP 5334 INVESTMENT		631,605
CHECKING		430,448
SAVINGS		2,508,245
Total	**$**	**5,854,327**

Estimated Year Ending Cash Balance - FY 2015

11/30/14 Cash Balance			$	5,854,327
Estimated Revenue for Remainder of Fiscal Year				4,621,155
Total Cash and Revenue for FY 2015			**$**	**10,475,482**
Expenditures to Date		4,126,329		
Estimated Expenditures for Remainder of Fiscal Year				7,310,548
Estimated Cash Balance for FYE 2015 (based on full expenditure of the Approved Budget)			**$**	**3,164,935**

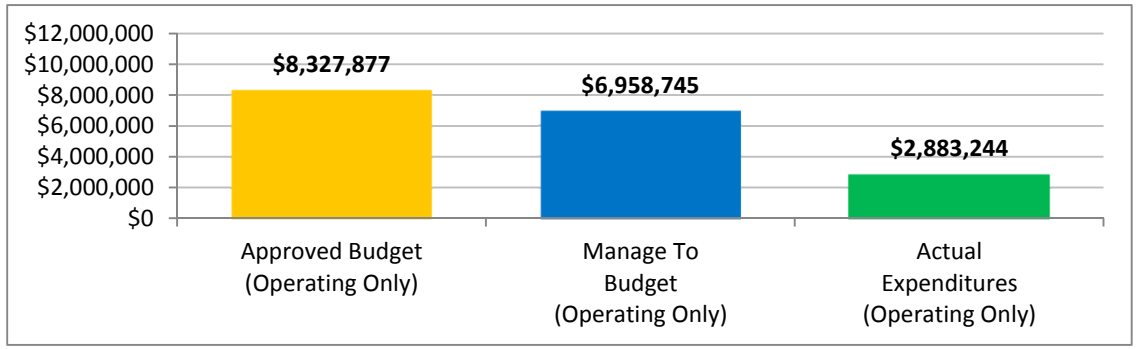
Reconciliation of Cash Balances & Commitments/Restrictions
As of November 30, 2014

Cash Balances - Bank	$	2,938,693	
Cash Balances - Investments		2,915,635	
Total Cash Balances - November 30, 2014	**$**	**5,854,327**	
Restricted/Committed Amounts			
Toll Brothers Acreage (Settlement)		200,000	
Toll Brothers Road Maintenance (Settlement)		81,140	
Court Enhancement Funds		65,013	
CFD Facility/Infrastructure Projects (Bond Refinance)		523,421	
CFD Debt Service Assessment Funds (for Annual Debt Payments)		290,495	
CFD Reserve Fund (Restricted Reserve for Debt Service)		199,779	
Rancho La Loma Project Funds		94,830	
Total Restricted/Committed Amounts	**$**	**1,454,677**	25%
Total Unrestricted - October 31, 2014	**$**	**4,399,650**	75%

br/Finance

CITY OF LITCHFIELD PARK
ACTUAL TO BUDGET EXPENDITURE COMPARISONS - INCLUDING MANAGE-TO BUDGET COMPARISONS
FISCAL YEAR 2015 - MONTH ENDING NOV 2014

42% OF THE FISCAL YEAR HAS ELAPSED	Approved Budget (Operating Only) FY 2015	Manage To Budget (Operating Only) FY 2015	Actual Expenditures (Operating Only) FY 2015	Over (Under) Manage To Budget	% of Manage To Budget	Over (Under) Approved Budget	% of Approved Budget
TOTAL CITY MANAGER DEPARTMENT	1,358,630	352,679	125,566	(227,113)	35.6%	(1,233,064)	9.2%
TOTAL COUNCIL & COMMISSION	12,000	12,000	5,647	(6,353)	47.1%	(6,353)	47.1%
TOTAL CITY CLERK DEPARTMENT	490,609	474,304	225,267	(249,037)	47.5%	(265,342)	45.9%
TOTAL CITY ATTORNEY	208,000	150,000	26,515	(123,485)	17.7%	(181,485)	12.7%
TOTAL BUDGET & FINANCE	332,970	309,020	135,205	(173,815)	43.8%	(197,765)	40.6%
TOTAL HUMAN RESOURCES	158,713	152,439	68,911	(83,528)	45.2%	(89,802)	43.4%
TOTAL BUILDING SAFETY	157,240	147,554	48,733	(98,821)	33.0%	(108,507)	31.0%
TOTAL CODE ENFORCEMENT	56,950	51,364	20,056	(31,308)	39.0%	(36,894)	35.2%
TOTAL PLANNING SERVICES	253,259	225,119	126,907	(98,212)	56.4%	(126,352)	50.1%
TOTAL ENGINEERING SERVICES	125,000	107,500	95,002	(12,498)	88.4%	(29,998)	76.0%
TOTAL MAGISTRATE COURT	182,910	161,770	58,716	(103,054)	36.3%	(124,194)	32.1%
TOTAL PUBLIC SAFETY DEPARTMENT	1,177,829	1,172,718	525,101	(647,617)	44.8%	(652,728)	44.6%
TOTAL PUBLIC WORKS - MAINTENANCE	2,517,843	2,389,543	912,776	(1,476,767)	38.2%	(1,605,067)	36.3%
TOTAL PUBLIC WORKS - STREETS MAINT	100,000	90,000	14,956	(75,044)	16.6%	(85,044)	15.0%
TOTAL SLID ELECTRICITY	225,649	225,649	95,581	(130,068)	42.4%	(130,068)	42.4%
TOTAL RECREATION SERVICES DEPARTMENT	729,078	709,589	326,745	(382,844)	46.0%	(402,333)	44.8%
TOTAL COMMUNITY SERVICES	80,405	79,105	34,478	(44,627)	43.6%	(45,927)	42.9%
TOTAL SPECIAL EVENTS	160,792	148,392	37,081	(111,311)	25.0%	(123,711)	23.1%
GRAND TOTALS	8,327,877	6,958,745	2,883,244	(4,075,501)	41.4%	(5,444,633)	34.6%

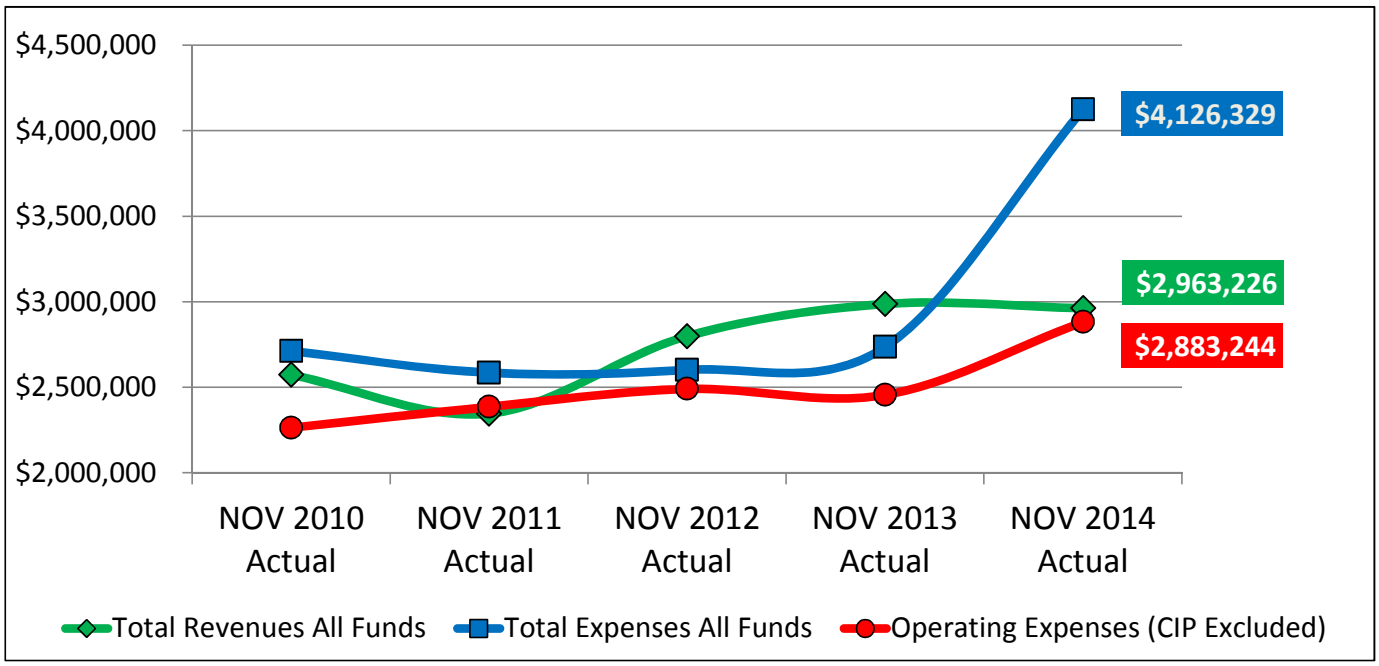


br/Finance

SUMMARY CHARTS

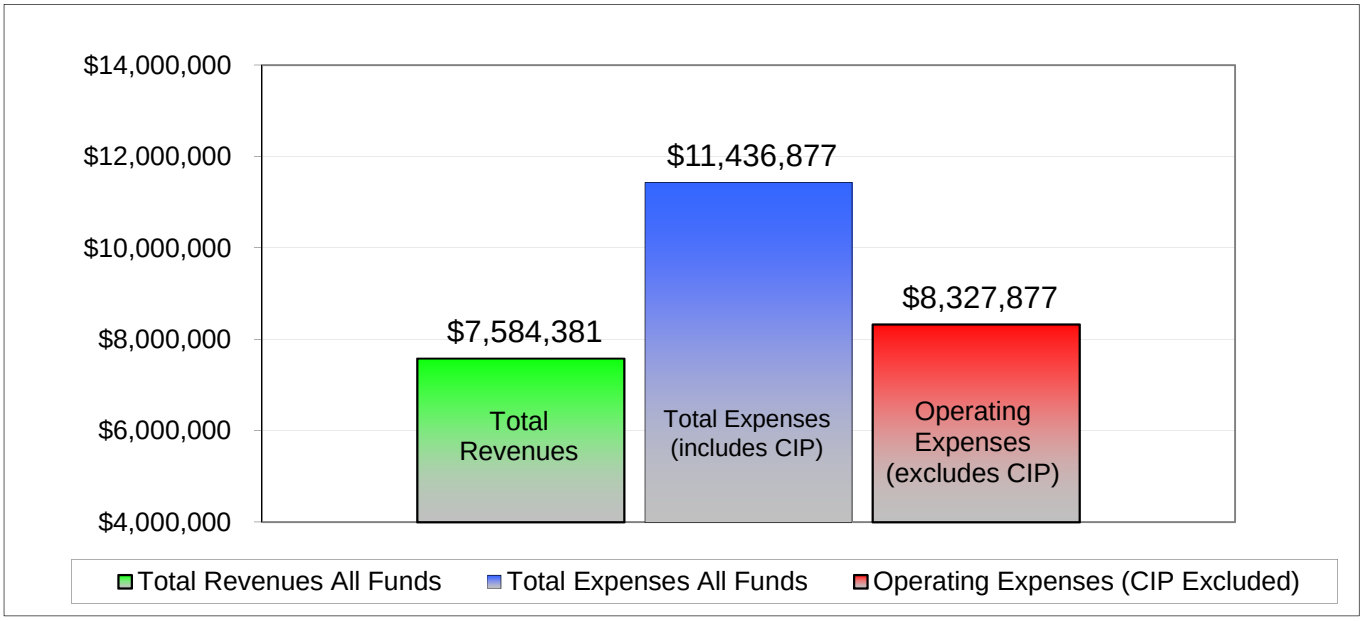
Annual Revenue and Expenses through November 2014 (Year to Date)

Chart 1



FY 2015 Revenue and Expenses - Approved Budget

Chart 2



CITY OF LITCHFIELD PARK
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	SOURCE 4100					
10-00-4100-01	CITY SALES, USE, & BED TAXES	209,439.14	1,460,503.85	4,223,000.00	2,762,496.15	34.6
10-00-4100-02	FRANCHISE FEES & LICENSES	.00	73,427.88	225,000.00	151,572.12	32.6
	TOTAL SOURCE 4100	209,439.14	1,533,931.73	4,448,000.00	2,914,068.27	34.5
	SOURCE 4110					
10-00-4110-00	BUILDING PERMIT FEES	37,289.60	190,535.38	150,000.00	(40,535.38)	127.0
10-00-4110-10	ENG. SVCS FEES-REIMBURSEMENTS	50.00	50.00	.00	(50.00)	.0
	TOTAL SOURCE 4110	37,339.60	190,585.38	150,000.00	(40,585.38)	127.1
	SOURCE 4140					
10-00-4140-00	FINES & FORFEITURES	.00	27,768.81	85,000.00	57,231.19	32.7
	TOTAL SOURCE 4140	.00	27,768.81	85,000.00	57,231.19	32.7
	SOURCE 4150					
10-00-4150-01	INTEREST INCOME - LGIP GENERAL	.00	179.88	800.00	620.12	22.5
10-00-4150-02	INTEREST INCOME - LGIP GOVT	.00	389.44	1,000.00	610.56	38.9
10-00-4150-04	INTEREST INCOME - SHORT-TERM	.00	541.22	3,500.00	2,958.78	15.5
	TOTAL SOURCE 4150	.00	1,110.54	5,300.00	4,189.46	21.0
	SOURCE 4160					
10-00-4160-01	BUSINESS LICENSES	8,945.00	10,400.00	27,000.00	16,600.00	38.5
	TOTAL SOURCE 4160	8,945.00	10,400.00	27,000.00	16,600.00	38.5
	SOURCE 4180					
10-00-4180-01	STATE SHARED SALES TAXES	.00	156,267.49	494,803.00	338,535.51	31.6
10-00-4180-02	URBAN REV SHARING (INCOME TAX)	55,241.97	276,209.85	662,865.00	386,655.15	41.7
10-00-4180-03	MOTOR VEHICLE IN-LIEU TAX	.00	69,397.31	193,626.00	124,228.69	35.8
	TOTAL SOURCE 4180	55,241.97	501,874.65	1,351,294.00	849,419.35	37.1

CITY OF LITCHFIELD PARK
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	SOURCE 4190					
10-00-4190-01	RENT	5,021.52	25,107.60	58,300.00	33,192.40	43.1
10-00-4190-02	OTHER	318.32	3,849.35	10,000.00	6,150.65	38.5
10-00-4190-03	SALE OF ASSETS	.00	18,299.93	.00	(18,299.93)	.0
10-00-4190-05	SALES TAX AUDIT ASSESSMENTS	.00	.00	25,000.00	25,000.00	.0
10-00-4190-10	CAPITAL PROJECT GRANTS	.00	.00	241,516.00	241,516.00	.0
	TOTAL SOURCE 4190	5,339.84	47,256.88	334,816.00	287,559.12	14.1
	TOTAL FUND REVENUE	316,305.55	2,312,927.99	6,401,410.00	4,088,482.01	36.1

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY MANAGER'S DEPARTMENT					
10-05-5000-00	WAGES - CITY MGR DEPARTMENT	24,398.52	93,776.55	189,978.00	96,201.45	49.4
10-05-5010-00	FICA - EMPLOYER'S	741.24	5,232.18	16,829.00	11,596.82	31.1
10-05-5015-00	STATE RETIREMENT - EMPLOYER'S	2,853.46	10,947.74	22,669.00	11,721.26	48.3
10-05-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	208.11	683.70	1,579.00	895.30	43.3
10-05-5025-00	LIFE HEALTH & DENTAL INS & EAP	1,733.11	8,665.55	20,575.00	11,909.45	42.1
10-05-5030-00	ICMA RETIREMENT	1,000.00	4,000.00	6,000.00	2,000.00	66.7
10-05-5100-01	DUES	56.54	820.16	2,000.00	1,179.84	41.0
10-05-5110-01	CONFERENCES & CLASSES	.00	.00	2,300.00	2,300.00	.0
10-05-5110-02	EMPLOYEE TRAVEL	.00	6.00	1,300.00	1,294.00	.5
10-05-5110-03	LODGING & MEALS	.00	272.78	2,000.00	1,727.22	13.6
10-05-5200-04	VEHICLES	200.00	600.00	.00	(600.00)	.0
10-05-5360-05	CELL PHONES	54.24	271.23	1,400.00	1,128.77	19.4
10-05-5750-01	MISCELLANEOUS	.00	290.19	5,000.00	4,709.81	5.8
10-05-6500-00	CONTINGENCY - OPERATIONS	.00	.00	1,000,000.00	1,000,000.00	.0
10-05-6500-10	CONTINGENCY - PAYROLL	.00	.00	87,000.00	87,000.00	.0
	TOTAL CITY MANAGER'S DEPARTMENT	31,245.22	125,566.08	1,358,630.00	1,233,063.92	9.2
	COUNCIL & COMMISSION					
10-07-6000-01	COUNCIL - OTHER	228.04	5,547.14	6,500.00	952.86	85.3
10-07-6000-02	COMMISSION - OTHER	.00	32.41	1,100.00	1,067.59	3.0
10-07-6000-03	COUNCIL CONFERENCES & SEMINARS	.00	67.74	4,100.00	4,032.26	1.7
10-07-6000-04	COMMISSION CONF. & SEMINARS	.00	.00	300.00	300.00	.0
	TOTAL COUNCIL & COMMISSION	228.04	5,647.29	12,000.00	6,352.71	47.1

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY CLERK'S DEPARTMENT					
10-10-5000-00	WAGES - CITY CLERK DEPT	28,182.61	110,108.46	237,996.00	127,887.54	46.3
10-10-5000-01	WAGES - OVERTIME	792.94	1,977.81	2,000.00	22.19	98.9
10-10-5010-00	FICA - EMPLOYER'S	2,159.44	8,328.92	19,507.00	11,178.08	42.7
10-10-5015-00	STATE RETIREMENT - EMPLOYER'S	3,361.18	13,002.02	27,608.00	14,605.98	47.1
10-10-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	110.53	346.67	1,049.00	702.33	33.1
10-10-5025-00	LIFE HEALTH & DENTAL INS & EAP	4,977.75	24,851.20	58,999.00	34,147.80	42.1
10-10-5100-01	DUES	.00	13,522.84	12,300.00	(1,222.84)	109.9
10-10-5100-02	SUBSCRIPTIONS	.00	.00	800.00	800.00	.0
10-10-5110-01	CONFERENCES & CLASSES	.00	105.00	1,200.00	1,095.00	8.8
10-10-5110-02	EMPLOYEE TRAVEL	.00	8.96	100.00	91.04	9.0
10-10-5110-03	LODGING & MEALS	.00	225.76	450.00	224.24	50.2
10-10-5130-01	POSTAGE	191.76	522.13	2,400.00	1,877.87	21.8
10-10-5130-02	PRINTING	.00	457.25	5,000.00	4,542.75	9.2
10-10-5130-03	ADVERTISING	.00	1,416.66	7,000.00	5,583.34	20.2
10-10-5130-05	STATIONERY	1,322.26	3,400.51	2,200.00	(1,200.51)	154.6
10-10-5200-03	ADMINISTRATIVE EQUIPMENT	.00	1,567.78	.00	(1,567.78)	.0
10-10-5360-01	PHONES	401.88	2,021.40	6,600.00	4,578.60	30.6
10-10-5360-03	INTERNET	419.18	2,096.67	4,700.00	2,603.33	44.6
10-10-5510-01	PAPER	448.27	616.37	1,800.00	1,183.63	34.2
10-10-5510-02	OTHER SUPPLIES	294.27	4,328.90	7,000.00	2,671.10	61.8
10-10-5510-05	OFFICE MACHINE MAINTENANCE	173.22	3,187.77	7,300.00	4,112.23	43.7
10-10-5600-01	CENSUS	.00	200.00	.00	(200.00)	.0
10-10-5600-05	DOC. IMAGING-SUPPORT & MAINT	.00	350.00	2,500.00	2,150.00	14.0
10-10-5600-10	DOCUMENT ARCHIVING	.00	370.64	2,000.00	1,629.36	18.5
10-10-5750-01	MISCELLANEOUS	.00	884.40	2,000.00	1,115.60	44.2
10-10-5800-01	ELECTION ADVERTISING	.00	532.17	700.00	167.83	76.0
10-10-5800-02	COUNTY FEES	.00	1,858.50	12,000.00	10,141.50	15.5
10-10-5800-04	MISCELLANEOUS - ELECTION	.00	16.26	400.00	383.74	4.1
10-10-5950-01	LIABILITY INSURANCE	14,336.20	28,962.40	65,000.00	36,037.60	44.6
	TOTAL CITY CLERK'S DEPARTMENT	57,171.49	225,267.45	490,609.00	265,341.55	45.9
	CITY ATTORNEY					
10-12-5050-01	CITY ATTORNEY	.00	14,402.10	113,000.00	98,597.90	12.8
10-12-5050-10	OTHER PROF SVCS-PROPERTY ACQ	1,598.49	7,724.99	.00	(7,724.99)	.0
10-12-5050-15	OTHER PROFESSIONAL LEGAL SERV.	4,387.50	4,387.50	95,000.00	90,612.50	4.6
	TOTAL CITY ATTORNEY	5,985.99	26,514.59	208,000.00	181,485.41	12.8

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BUDGET & FINANCE DEPARTMENT					
10-15-5000-00	WAGES - BUDGET & FINANCE	17,799.06	70,987.83	149,011.00	78,023.17	47.6
10-15-5000-01	WAGES - OVERTIME	.00	34.72	100.00	65.28	34.7
10-15-5010-00	FICA - EMPLOYER'S	1,327.59	5,291.46	11,781.00	6,489.54	44.9
10-15-5015-00	STATE RETIREMENT - EMPLOYER'S	2,064.72	8,244.48	17,285.00	9,040.52	47.7
10-15-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	70.05	218.37	653.00	434.63	33.4
10-15-5025-00	LIFE HEALTH & DENTAL INS & EAP	3,117.98	15,610.38	47,390.00	31,779.62	32.9
10-15-5050-01	AUDITORS	.00	.00	30,000.00	30,000.00	.0
10-15-5050-05	CONTRACT SALES TAX AUDITOR	2,000.00	10,000.00	24,000.00	14,000.00	41.7
10-15-5050-10	CFD-DISCLOSURE REPORTING	.00	.00	3,000.00	3,000.00	.0
10-15-5100-01	DUES	.00	259.42	700.00	440.58	37.1
10-15-5110-01	TRAINING & EDUCATION	.00	370.00	1,980.00	1,610.00	18.7
10-15-5110-02	EMPLOYEE TRAVEL	.00	186.00	720.00	534.00	25.8
10-15-5110-03	LODGING & MEALS	.00	.00	500.00	500.00	.0
10-15-5130-01	POSTAGE	550.00	1,099.51	1,500.00	400.49	73.3
10-15-5130-02	PRINTING	.00	.00	150.00	150.00	.0
10-15-5130-03	ADVERTISING	.00	.00	1,500.00	1,500.00	.0
10-15-5200-01	COMPUTERS	.00	636.18	5,000.00	4,363.82	12.7
10-15-5200-02	PRINTERS	.00	.00	2,000.00	2,000.00	.0
10-15-5510-01	OFFICE SUPPLIES	.00	706.70	2,500.00	1,793.30	28.3
10-15-5510-04	COMPUTER SOFTWARE UPGRADES	.00	3,862.58	9,000.00	5,137.42	42.9
10-15-5600-01	FINANCE SOFTWARE MAINT	461.50	2,307.50	10,000.00	7,692.50	23.1
10-15-5600-02	NETWORKING & COMPUTER MAINT.	225.00	6,719.98	6,000.00	(719.98)	112.0
10-15-5600-03	MISC. SOFTWARE & OTHER COMPON.	1,418.30	5,994.47	3,000.00	(2,994.47)	199.8
10-15-5750-01	MISCELLANEOUS	80.91	275.91	1,500.00	1,224.09	18.4
10-15-5750-02	BANK CHARGES	.00	2,399.53	3,700.00	1,300.47	64.9
	TOTAL BUDGET & FINANCE DEPARTMENT	29,115.11	135,205.02	332,970.00	197,764.98	40.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	HUMAN RESOURCES					
10-18-5000-00	WAGES - HUMAN RESOURCES	10,472.88	41,815.96	88,985.00	47,169.04	47.0
10-18-5000-01	WAGES - OVERTIME	.00	34.70	100.00	65.30	34.7
10-18-5010-00	FICA - EMPLOYER'S	789.81	3,141.60	7,089.00	3,947.40	44.3
10-18-5015-00	STATE RETIREMENT - EMPLOYER'S	1,214.85	4,848.88	10,322.00	5,473.12	47.0
10-18-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	41.22	128.37	353.00	224.63	36.4
10-18-5025-00	LIFE HEALTH & DENTAL INS & EAP	1,977.62	9,867.62	23,464.00	13,596.38	42.1
10-18-5050-20	EMPLOYMENT SCREENING SERVICES	.00	692.25	4,000.00	3,307.75	17.3
10-18-5100-01	DUES	50.00	179.48	450.00	270.52	39.9
10-18-5100-02	SUBSCRIPTIONS	.00	600.00	1,650.00	1,050.00	36.4
10-18-5110-01	TRAINING & EDUCATION	20.00	238.00	1,320.00	1,082.00	18.0
10-18-5110-02	EMPLOYEE TRAVEL	.00	.00	480.00	480.00	.0
10-18-5110-03	LODGING & MEALS	.00	.00	200.00	200.00	.0
10-18-5115-01	EMPLOYEE RECOGNITION	.00	18.92	2,500.00	2,481.08	.8
10-18-5130-01	POSTAGE	.00	20.00	800.00	780.00	2.5
10-18-5130-02	PRINTING	.00	.00	150.00	150.00	.0
10-18-5130-03	ADVERTISING	.00	193.91	1,500.00	1,306.09	12.9
10-18-5510-01	OFFICE SUPPLIES	.00	129.96	550.00	420.04	23.6
10-18-5510-04	HR SOFTWARE UPGRADES	.00	4,875.00	12,000.00	7,125.00	40.6
10-18-5600-01	HR SOFTWARE MAINT	272.50	2,126.32	2,600.00	473.68	81.8
10-18-5750-01	MISCELLANEOUS	.00	.00	200.00	200.00	.0
	TOTAL HUMAN RESOURCES	14,838.88	68,910.97	158,713.00	89,802.03	43.4

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS DEPARTMENT					
10-20-5000-00	WAGES - PUBLIC WORKS	86,894.57	341,461.74	733,760.00	392,298.26	46.5
10-20-5000-01	WAGES - OVERTIME	1,005.36	2,271.97	7,600.00	5,328.03	29.9
10-20-5010-00	FICA - EMPLOYER'S	6,566.13	25,419.56	49,465.00	24,045.44	51.4
10-20-5015-00	STATE RETIREMENT - EMPLOYER'S	10,196.44	39,688.24	85,116.00	45,427.76	46.6
10-20-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	4,076.63	12,451.35	33,086.00	20,634.65	37.6
10-20-5025-00	LIFE HEALTH & DENTAL INS & EAP	23,461.81	117,288.22	291,766.00	174,477.78	40.2
10-20-5100-01	DUES	.00	1,157.76	2,200.00	1,042.24	52.6
10-20-5110-01	SEMINAR & CLASS REGISTRATION	.00	20.00	3,000.00	2,980.00	.7
10-20-5110-02	EMPLOYEE TRAVEL	.00	.00	100.00	100.00	.0
10-20-5110-03	LODGING & MEALS	.00	.00	500.00	500.00	.0
10-20-5120-01	UNIFORMS	.00	2,290.33	6,400.00	4,109.67	35.8
10-20-5120-02	BOOTS	.00	1,175.02	2,000.00	824.98	58.8
10-20-5120-03	SAFETY/FIRST AID SUPPLIES	576.56	657.78	3,250.00	2,592.22	20.2
10-20-5200-02	SMALL HANDTOOLS & EQUIPMENT	.00	662.44	4,400.00	3,737.56	15.1
10-20-5200-03	EQUIPMENT-OTHER	.00	.00	24,000.00	24,000.00	.0
10-20-5300-01	ELECTRICITY-ROW	478.13	3,718.04	13,500.00	9,781.96	27.5
10-20-5300-02	ELECTRICITY-CITY HALL	742.49	3,663.81	12,500.00	8,836.19	29.3
10-20-5300-04	ELECTRICITY- PARKS & LAKE	1,067.82	5,457.50	28,000.00	22,542.50	19.5
10-20-5300-08	ELECTRICITY- PW FIELD OFFICE	288.99	2,154.09	7,000.00	4,845.91	30.8
10-20-5350-01	GAS & OIL	2,848.81	14,663.34	53,500.00	38,836.66	27.4
10-20-5360-04	RADIOS/PHONES/COMMUNICATIONS	651.24	3,369.98	9,000.00	5,630.02	37.4
10-20-5400-01	EQUIPMENT MAINTENANCE	1,327.75	4,403.72	20,000.00	15,596.28	22.0
10-20-5400-02	VEHICLE MAINTENANCE	1,168.71	7,631.40	21,000.00	13,368.60	36.3
10-20-5400-03	IRRIGATION MAINTENANCE	3,605.54	14,442.06	31,000.00	16,557.94	46.6
10-20-5400-04	LAKE MAINTENANCE	1,100.00	3,377.42	35,000.00	31,622.58	9.7
10-20-5400-05	PARK FACILITIES MAINTENANCE	1,588.58	1,588.58	.00	(1,588.58)	.0
10-20-5400-06	PARKS - FACILITY MAINTENANCE	437.00	3,701.51	32,400.00	28,698.49	11.4
10-20-5400-07	PARKS - PLAY EQUIPMENT MAINT.	4,565.76	4,565.76	6,000.00	1,434.24	76.1
10-20-5400-08	TREE MAINTENANCE	.00	32,400.71	143,750.00	111,349.29	22.5
10-20-5400-10	SWEEPER MAINTENANCE	335.98	7,365.37	10,000.00	2,634.63	73.7
10-20-5400-21	CITY HALL - GENERAL MAINT.	.00	9,394.31	20,000.00	10,605.69	47.0
10-20-5400-22	CITY HALL - CLEAN & SPRAY SVCS	35.00	275.00	800.00	525.00	34.4
10-20-5400-23	CITY HALL - CLEANING SUPPLIES	.00	54.46	300.00	245.54	18.2
10-20-5400-30	HIST. SOCIETY BLDG - GEN MAINT	.00	.00	4,500.00	4,500.00	.0
10-20-5400-35	REC CENTER - GENERAL MAINT	9,662.73	13,106.91	22,000.00	8,893.09	59.6
10-20-5400-40	LA LOMA HOMESTEAD MAINT.	420.97	50,165.16	115,000.00	64,834.84	43.6
10-20-5400-45	SCOUT PARK UTILITIES & MAINT.	97.51	6,567.25	28,000.00	21,432.75	23.5
10-20-5400-50	PW FIELD OFFICE - MAINTENANCE	2,199.54	3,427.44	8,000.00	4,572.56	42.8
10-20-5400-55	HISTORIC BUILDING & GROUNDS	.00	.00	15,000.00	15,000.00	.0
10-20-5400-60	EMERGENCY MAINT. & REPAIRS	.00	.00	25,000.00	25,000.00	.0
10-20-5420-01	HERBICIDE	9,189.64	9,189.64	13,000.00	3,810.36	70.7
10-20-5420-02	FERTILIZER	.00	3,738.59	12,500.00	8,761.41	29.9
10-20-5420-03	MISC. HORTICULTURAL SUPPLIES	.00	.00	3,250.00	3,250.00	.0
10-20-5420-04	SEED	.00	7,015.80	22,000.00	14,984.20	31.9
10-20-5420-10	ENVIRON. INSURANCE-PESTICIDE	.00	812.18	4,500.00	3,687.82	18.1
10-20-5450-01	WATER - ROW	.00	54,447.86	245,000.00	190,552.14	22.2
10-20-5450-02	CITY HALL - GENERAL WATER SUPP	.00	474.51	2,500.00	2,025.49	19.0
10-20-5450-03	CITY HALL - DRINKING WATER	449.62	1,395.60	2,600.00	1,204.40	53.7
10-20-5450-04	WATER - PARKS	.00	49,795.59	202,000.00	152,204.41	24.7
10-20-5450-10	GROUND WATER ASSESSMENTS	.00	25,491.46	30,000.00	4,508.54	85.0
10-20-5510-01	OFFICE SUPPLIES	.00	306.78	1,600.00	1,293.22	19.2
10-20-5510-05	PARK FACILITY - PAPER SUPPLIES	232.09	232.09	4,000.00	3,767.91	5.8

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-20-5660-01	LANDSCAPE PROJECTS	.00	.00	8,500.00	8,500.00	.0
10-20-5660-02	TOPSOIL	.00	.00	4,000.00	4,000.00	.0
10-20-5660-03	MULCH	.00	.00	1,250.00	1,250.00	.0
10-20-5660-04	DECOMPOSED GRANITE	.00	.00	3,500.00	3,500.00	.0
10-20-5660-05	ANNUAL FLOWERS	.00	.00	1,000.00	1,000.00	.0
10-20-5660-10	MEMORIAL BENCH'S & PLAQUES	.00	.00	1,750.00	1,750.00	.0
10-20-5670-01	DUMP FEE	217.20	1,245.07	22,000.00	20,754.93	5.7
10-20-5750-01	MISCELLANEOUS	2,524.26	18,592.32	25,000.00	6,407.68	74.4
	TOTAL PUBLIC WORKS DEPARTMENT	178,012.86	912,775.72	2,517,843.00	1,605,067.28	36.3
	BUILDING SAFETY DEPARTMENT					
10-40-5000-00	WAGES - BUILDING DEPARTMENT	4,945.56	21,237.74	46,566.00	25,328.26	45.6
10-40-5000-01	WAGES - OVERTIME	.00	.00	1,000.00	1,000.00	.0
10-40-5010-00	FICA - EMPLOYER'S	372.29	1,594.86	3,525.00	1,930.14	45.2
10-40-5015-00	STATE RETIREMENT - EMPLOYER'S	573.69	2,463.60	5,402.00	2,938.40	45.6
10-40-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	141.89	474.75	1,103.00	628.25	43.0
10-40-5025-00	LIFE HEALTH & DENTAL INS & EAP	1,151.26	5,756.30	13,644.00	7,887.70	42.2
10-40-5050-21	PLANS EXAMINER	.00	.00	25,000.00	25,000.00	.0
10-40-5050-22	CONTRACT BUILDING INSPECTOR	2,520.00	15,225.00	45,000.00	29,775.00	33.8
10-40-5050-25	OTHER PROFESSIONAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-40-5100-01	DUES	.00	120.00	1,500.00	1,380.00	8.0
10-40-5100-02	SUBSCRIPTION	.00	.00	1,000.00	1,000.00	.0
10-40-5110-01	SEMINAR & CLASS REGISTRATION	.00	.00	1,600.00	1,600.00	.0
10-40-5110-02	EMPLOYEE TRAVEL	.00	.00	250.00	250.00	.0
10-40-5110-03	LODGING & MEALS	.00	.00	500.00	500.00	.0
10-40-5120-01	UNIFORMS	.00	342.25	500.00	157.75	68.5
10-40-5130-01	POSTAGE	.00	20.00	400.00	380.00	5.0
10-40-5130-02	PRINTING	.00	183.87	1,000.00	816.13	18.4
10-40-5130-03	ADVERTISING	.00	.00	250.00	250.00	.0
10-40-5360-02	CELLULAR PHONE	178.51	794.40	2,000.00	1,205.60	39.7
10-40-5510-01	OFFICE SUPPLIES	.00	520.06	4,000.00	3,479.94	13.0
10-40-5725-23	SPEC. PROG - BUILDING DEPT	.00	.00	1,500.00	1,500.00	.0
10-40-5750-01	MISCELLANEOUS	.00	.00	500.00	500.00	.0
	TOTAL BUILDING SAFETY DEPARTMENT	9,883.20	48,732.83	157,240.00	108,507.17	31.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CODE ENFORCEMENT					
10-43-5000-00	WAGES - CODE ENFORCEMENT	3,376.68	13,738.18	32,436.00	18,697.82	42.4
10-43-5010-00	FICA - EMPLOYER'S	250.80	1,022.90	2,188.00	1,165.10	46.8
10-43-5015-00	STATE RETIREMENT - EMPLOYER'S	391.69	1,593.62	3,763.00	2,169.38	42.4
10-43-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	96.88	307.19	783.00	475.81	39.2
10-43-5025-00	LIFE HEALTH & DENTAL INS & EAP	594.20	2,971.00	7,030.00	4,059.00	42.3
10-43-5100-01	DUES	.00	.00	100.00	100.00	.0
10-43-5100-02	SUBSCRIPTIONS	.00	.00	100.00	100.00	.0
10-43-5110-01	TRAINING & EDUCATION	.00	100.00	700.00	600.00	14.3
10-43-5110-02	EMPLOYEE TRAVEL	.00	.00	150.00	150.00	.0
10-43-5110-03	LODGING & MEALS	.00	.00	250.00	250.00	.0
10-43-5120-01	UNIFORMS	.00	.00	200.00	200.00	.0
10-43-5130-01	POSTAGE	.00	20.00	200.00	180.00	10.0
10-43-5130-02	PRINTING	.00	.00	450.00	450.00	.0
10-43-5130-03	ADVERTISING	.00	.00	150.00	150.00	.0
10-43-5360-01	PHONES	.00	.00	500.00	500.00	.0
10-43-5360-02	CELLULAR PHONES	33.94	169.71	1,200.00	1,030.29	14.1
10-43-5510-01	OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
10-43-5670-02	RECYCLING/HAZARD WASTE	133.35	133.35	5,500.00	5,366.65	2.4
10-43-5725-23	SPEC. PROG - CODE ENF DEPT	.00	.00	500.00	500.00	.0
10-43-5750-01	MISCELLANEOUS	.00	.00	250.00	250.00	.0
	TOTAL CODE ENFORCEMENT	4,877.54	20,055.95	56,950.00	36,894.05	35.2

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PLANNING SERVICES					
10-45-5000-00	WAGES - PLANNING SVCS	13,220.67	41,410.31	89,160.00	47,749.69	46.4
10-45-5000-01	WAGES - OVERTIME	306.00	306.00	.00	(306.00)	.0
10-45-5010-00	FICA - EMPLOYER'S	1,028.66	3,166.77	7,851.00	4,684.23	40.3
10-45-5015-00	STATE RETIREMENT - EMPLOYER'S	1,464.21	4,625.14	10,343.00	5,717.86	44.7
10-45-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	48.54	125.17	425.00	299.83	29.5
10-45-5025-00	LIFE HEALTH & DENTAL INS & EAP	652.46	3,256.78	7,680.00	4,423.22	42.4
10-45-5050-05	CONTRACT PLANNER	.00	962.50	6,500.00	5,537.50	14.8
10-45-5050-10	COMMUNITY PLANNING REVIEW CONS	425.00	900.00	5,000.00	4,100.00	18.0
10-45-5050-12	REZONING/LAND USE AMENDMENTS	6,612.50	12,737.50	17,000.00	4,262.50	74.9
10-45-5050-14	ZONING CODE UPDATE	162.50	2,665.30	10,000.00	7,334.70	26.7
10-45-5050-16	GENERAL PLAN UPDATE/AMENDMENTS	6,950.00	47,932.58	35,000.00	(12,932.58)	137.0
10-45-5100-01	DUES	.00	159.84	500.00	340.16	32.0
10-45-5110-01	CONF. & CLASS REGISTRATION	.00	.00	3,000.00	3,000.00	.0
10-45-5110-02	EMPLOYEE TRAVEL	20.72	20.72	2,600.00	2,579.28	.8
10-45-5110-03	LODGING & MEALS	.00	.00	1,000.00	1,000.00	.0
10-45-5130-01	POSTAGE	75.00	375.00	3,000.00	2,625.00	12.5
10-45-5200-03	OFFICE EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
10-45-5360-02	CELLULAR PHONES	30.00	90.00	400.00	310.00	22.5
10-45-5510-01	OFFICE SUPPLIES	.00	153.23	300.00	146.77	51.1
10-45-5725-10	PLANNING CONSULTANT FOR PARKS	.00	5,443.40	20,000.00	14,556.60	27.2
10-45-5725-20	ECONOMIC DEVELOPMENT	1,318.02	2,527.60	30,000.00	27,472.40	8.4
10-45-5750-01	MISCELLANEOUS	.00	48.94	500.00	451.06	9.8
	TOTAL PLANNING SERVICES	32,314.28	126,906.78	253,259.00	126,352.22	50.1
	ENGINEERING SERVICES					
10-49-5050-03	CITY ENGINEER (W.C. SCOUTTEN)	15,397.50	60,435.02	100,000.00	39,564.98	60.4
10-49-5050-04	ENG / CONSTR INSPECTION	2,565.00	13,537.50	5,000.00	(8,537.50)	270.8
10-49-5050-06	ENG / REIMBURSEMENT FEES	4,470.00	11,197.50	.00	(11,197.50)	.0
10-49-5050-08	CLEAR CREEK ASSOC (PLUME)	2,894.00	9,831.72	20,000.00	10,168.28	49.2
	TOTAL ENGINEERING SERVICES	25,326.50	95,001.74	125,000.00	29,998.26	76.0

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MAGISTRATE COURT					
10-50-5000-00	WAGES - COURT	8,865.19	33,024.62	77,097.00	44,072.38	42.8
10-50-5000-01	WAGES - OVERTIME	.00	37.50	100.00	62.50	37.5
10-50-5010-00	FICA - EMPLOYER'S	655.72	2,446.42	5,741.00	3,294.58	42.6
10-50-5015-00	STATE RETIREMENT - EMPLOYER'S	599.51	2,638.14	6,500.00	3,861.86	40.6
10-50-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	35.56	194.77	372.00	177.23	52.4
10-50-5025-00	LIFE HEALTH & DENTAL INS & EAP	608.19	3,033.59	15,000.00	11,966.41	20.2
10-50-5050-03	SUPREME COURT FIELD TRAINER	.00	.00	5,600.00	5,600.00	.0
10-50-5050-04	COURT INTERP/TRANSLATION	165.00	1,272.13	3,000.00	1,727.87	42.4
10-50-5050-07	PROSECUTOR	1,756.82	8,296.29	39,000.00	30,703.71	21.3
10-50-5050-08	ASSISTANT MAGISTRATE	.00	180.00	1,500.00	1,320.00	12.0
10-50-5050-09	PUBLIC DEFENDER	.00	.00	3,500.00	3,500.00	.0
10-50-5050-10	ACCOUNTING SERVICES	.00	.00	1,000.00	1,000.00	.0
10-50-5110-01	EDUCATION & TRAINING	.00	.00	2,500.00	2,500.00	.0
10-50-5110-02	EMPLOYEE TRAVEL	.00	.00	1,500.00	1,500.00	.0
10-50-5110-03	LODGING & MEALS	.00	.00	500.00	500.00	.0
10-50-5130-01	POSTAGE	150.00	350.00	900.00	550.00	38.9
10-50-5200-02	OFFICE EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
10-50-5200-10	OFFICE PHONES/FAX	79.83	400.37	1,300.00	899.63	30.8
10-50-5300-01	COURTROOM LEASE IGA	729.57	3,647.85	9,200.00	5,552.15	39.7
10-50-5400-05	COMPUTER MAINTENANCE	.00	1,125.00	2,600.00	1,475.00	43.3
10-50-5510-01	OFFICE SUPPLIES	170.89	1,631.49	4,000.00	2,368.51	40.8
10-50-5750-01	MISCELLANEOUS	30.00	437.96	500.00	62.04	87.6
	TOTAL MAGISTRATE COURT	13,846.28	58,716.13	182,910.00	124,193.87	32.1
	PUBLIC SAFETY DEPARTMENT					
10-55-5050-05	ANIMAL CONTROL	.00	1,102.50	2,336.00	1,233.50	47.2
10-55-5050-06	PUBLIC SAFETY - POLICE	49,920.08	249,600.40	599,100.00	349,499.60	41.7
10-55-5050-10	PUBLIC SAFETY - FIRE	133,349.00	266,698.00	531,393.00	264,695.00	50.2
10-55-5200-05	POSSE EQUIPMENT	.00	372.52	10,000.00	9,627.48	3.7
10-55-5760-01	JAIL FEES	614.65	7,328.04	35,000.00	27,671.96	20.9
	TOTAL PUBLIC SAFETY DEPARTMENT	183,883.73	525,101.46	1,177,829.00	652,727.54	44.6
	TOTAL FUND EXPENDITURES	586,729.12	2,374,402.01	7,031,953.00	4,657,550.99	33.8
	NET REVENUE OVER EXPENDITURES	(270,423.57)	(61,474.02)	(630,543.00)	(569,068.98)	(9.8)

CITY OF LITCHFIELD PARK
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

COURT ENHANCEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 4150					
20-00-4150-00	INTEREST INCOME	10.78	54.16	220.00	165.84	24.6
	TOTAL SOURCE 4150	10.78	54.16	220.00	165.84	24.6
	SOURCE 4200					
20-00-4200-00	COURT ENHANCEMENT FEE REVENUES	.00	7,399.27	16,500.00	9,100.73	44.8
	TOTAL SOURCE 4200	.00	7,399.27	16,500.00	9,100.73	44.8
	TOTAL FUND REVENUE	10.78	7,453.43	16,720.00	9,266.57	44.6
	NET REVENUE OVER EXPENDITURES	10.78	7,453.43	16,720.00	9,266.57	44.6

CITY OF LITCHFIELD PARK
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

HIGHWAY USERS ROAD FUND (HURF)

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 4150					
21-00-4150-00	INTEREST INCOME	.00	29.31	100.00	70.69	29.3
	TOTAL SOURCE 4150	.00	29.31	100.00	70.69	29.3
	SOURCE 4200					
21-00-4200-00	HIGHWAY USER REVENUES	.00	104,572.27	311,663.00	207,090.73	33.6
	TOTAL SOURCE 4200	.00	104,572.27	311,663.00	207,090.73	33.6
	TOTAL FUND REVENUE	.00	104,601.58	311,763.00	207,161.42	33.6

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

HIGHWAY USERS ROAD FUND (HURF)

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS - STREETS MAINT					
21-20-5400-09	STREET STRIPING	.00	31.39	12,500.00	12,468.61	.3
21-20-5400-10	STREET SIGNS	.00	223.73	4,500.00	4,276.27	5.0
21-20-5400-11	CRACK SEAL & SLURRY	.00	.00	25,000.00	25,000.00	.0
21-20-5400-12	ASPHALT REJUVENATION	.00	.00	25,000.00	25,000.00	.0
21-20-5400-13	POTHOLE PATCHING	.00	157.43	500.00	342.57	31.5
21-20-5400-30	BLOCK WALL REPAIRS	2,573.16	2,573.16	6,000.00	3,426.84	42.9
21-20-5400-35	SIDEWALK/CONCRETE REPAIRS	1,286.58	11,782.93	20,000.00	8,217.07	58.9
21-20-5750-01	MISCELLANEOUS	.00	187.75	6,500.00	6,312.25	2.9
	TOTAL PUBLIC WORKS - STREETS MAINT	3,859.74	14,956.39	100,000.00	85,043.61	15.0
	TOTAL FUND EXPENDITURES	3,859.74	14,956.39	100,000.00	85,043.61	15.0
	NET REVENUE OVER EXPENDITURES	(3,859.74)	89,645.19	211,763.00	122,117.81	42.3

CITY OF LITCHFIELD PARK
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

SLID 1 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 4200					
27-00-4200-00	SLID 1 ASSESSMENT REVENUES	636.33	18,769.86	35,124.00	16,354.14	53.4
	TOTAL SOURCE 4200	636.33	18,769.86	35,124.00	16,354.14	53.4
	TOTAL FUND REVENUE	636.33	18,769.86	35,124.00	16,354.14	53.4

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

SLID 1 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
27-20-5300-01	ELECTRICITY - VILLAGE SLID 1	2,866.08	14,330.40	34,473.00	20,142.60	41.6
	TOTAL DEPARTMENT 20	2,866.08	14,330.40	34,473.00	20,142.60	41.6
	TOTAL FUND EXPENDITURES	2,866.08	14,330.40	34,473.00	20,142.60	41.6
	NET REVENUE OVER EXPENDITURES	(2,229.75)	4,439.46	651.00	(3,788.46)	681.9

CITY OF LITCHFIELD PARK
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

SLID 2 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 4200					
28-00-4200-00	SLID 2 ASSESSMENT REVENUES	12,683.79	64,700.09	149,040.00	84,339.91	43.4
	TOTAL SOURCE 4200	12,683.79	64,700.09	149,040.00	84,339.91	43.4
	TOTAL FUND REVENUE	12,683.79	64,700.09	149,040.00	84,339.91	43.4

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

SLID 2 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
28-20-5300-01	ELECTRICITY -LITCHFIELD SLID 2	12,694.23	63,867.64	149,367.00	85,499.36	42.8
	TOTAL DEPARTMENT 20	12,694.23	63,867.64	149,367.00	85,499.36	42.8
	TOTAL FUND EXPENDITURES	12,694.23	63,867.64	149,367.00	85,499.36	42.8
	NET REVENUE OVER EXPENDITURES	(10.44)	832.45	(327.00)	(1,159.45)	254.6

CITY OF LITCHFIELD PARK
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

SLID 3 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 4200					
29-00-4200-00	SLID 3 ASSESSMENT REVENUES	677.73	24,240.97	42,724.00	18,483.03	56.7
	TOTAL SOURCE 4200	677.73	24,240.97	42,724.00	18,483.03	56.7
	TOTAL FUND REVENUE	677.73	24,240.97	42,724.00	18,483.03	56.7

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

SLID 3 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
29-20-5300-01	ELECTRICITY - VILLAGE SLID 3	3,477.04	17,383.20	41,809.00	24,425.80	41.6
	TOTAL DEPARTMENT 20	3,477.04	17,383.20	41,809.00	24,425.80	41.6
	TOTAL FUND EXPENDITURES	3,477.04	17,383.20	41,809.00	24,425.80	41.6
	NET REVENUE OVER EXPENDITURES	(2,799.31)	6,857.77	915.00	(5,942.77)	749.5

CITY OF LITCHFIELD PARK
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

RECREATION SERVICES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 4500					
30-00-4500-01	PASSES	221.01	17,799.60	35,000.00	17,200.40	50.9
30-00-4500-03	FACILITY RENTAL	112.50	158.50	100.00	(58.50)	158.5
30-00-4500-04	MERCHANDISE SALES - REC	.00	1,018.00	2,800.00	1,782.00	36.4
30-00-4500-07	DONATIONS - REC	.00	4,374.59	25,000.00	20,625.41	17.5
30-00-4500-08	GRANTS - REC	.00	.00	10,000.00	10,000.00	.0
30-00-4500-09	CANDY MACHINE	56.00	1,498.50	4,000.00	2,501.50	37.5
30-00-4500-10	FISHING PERMIT	19.00	83.00	1,000.00	917.00	8.3
30-00-4500-11	PARK USAGE	770.00	1,037.50	3,000.00	1,962.50	34.6
30-00-4500-12	POOL RENTAL	6,350.00	18,988.56	28,000.00	9,011.44	67.8
30-00-4500-15	AQUATIC EVENTS - OTHER	.00	581.63	3,000.00	2,418.37	19.4
30-00-4500-20	ANNUAL PROGRAM ACTIVITY FEES	2,326.58	11,565.48	28,000.00	16,434.52	41.3
	TOTAL SOURCE 4500	9,855.09	57,105.36	139,900.00	82,794.64	40.8
	SOURCE 4545					
30-00-4545-02	BASKETBALL - YOUTHS	(80.00)	24,024.00	75,000.00	50,976.00	32.0
30-00-4545-05	CAMP - SUMMER DAYS	.00	11,540.00	30,000.00	18,460.00	38.5
30-00-4545-08	PRE-SCHOOL	8,123.91	25,519.23	77,000.00	51,480.77	33.1
30-00-4545-11	SWIM LESSONS - ADULTS	.00	430.00	1,000.00	570.00	43.0
30-00-4545-12	SWIM LESSONS - YOUTHS	.00	21,347.99	50,000.00	28,652.01	42.7
30-00-4545-13	SWIM TEAM - LAGARTOS	.00	207.35	18,000.00	17,792.65	1.2
30-00-4545-15	TENNIS	1,717.00	7,962.33	19,500.00	11,537.67	40.8
30-00-4545-16	WATER AEROBICS	.00	894.12	3,000.00	2,105.88	29.8
30-00-4545-21	OH YUK EXERCISE PLAN	272.00	1,070.00	2,600.00	1,530.00	41.2
30-00-4545-22	OTHER PROGRAMS	156.00	408.00	1,400.00	992.00	29.1
30-00-4545-23	FLAG FOOTBALL	600.00	11,288.00	10,500.00	(788.00)	107.5
30-00-4545-24	SOCCER	.00	.00	23,000.00	23,000.00	.0
30-00-4545-25	CAMP - SPORTS	581.00	1,498.00	2,500.00	1,002.00	59.9
30-00-4545-31	T-BALL	.00	10,652.00	9,500.00	(1,152.00)	112.1
30-00-4545-85	CREDIT CARD FEES - CLASS	(472.05)	(4,249.90)	.00	4,249.90	.0
30-00-4545-99	PROGRAM REFUNDS - REC SVCS	.00	(678.02)	(500.00)	178.02	(135.6)
	TOTAL SOURCE 4545	10,897.86	111,913.10	322,500.00	210,586.90	34.7
	TOTAL FUND REVENUE	20,752.95	169,018.46	462,400.00	293,381.54	36.6

RECREATION SERVICES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECREATION SERVICES DEPARTMENT					
30-30-5000-00	WAGES - RECREATION CENTER	35,638.04	173,895.26	353,864.00	179,968.74	49.1
30-30-5000-01	WAGES - OVERTIME	14.77	2,805.16	3,000.00	194.84	93.5
30-30-5010-00	FICA - EMPLOYER'S	2,651.04	13,202.05	27,063.00	13,860.95	48.8
30-30-5015-00	STATE RETIREMENT - EMPLOYER'S	3,424.32	13,894.31	26,138.00	12,243.69	53.2
30-30-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	1,267.01	5,568.96	9,384.00	3,815.04	59.4
30-30-5025-00	LIFE HEALTH & DENTAL INS & EAP	5,608.51	28,088.55	60,554.00	32,465.45	46.4
30-30-5100-01	DUES	.00	326.28	700.00	373.72	46.6
30-30-5110-01	SEMINAR & CLASS REGISTRATION	.00	444.00	1,000.00	556.00	44.4
30-30-5110-02	EMPLOYEE TRAVEL	.00	.00	200.00	200.00	.0
30-30-5110-03	LODGING & MEALS	.00	.00	500.00	500.00	.0
30-30-5120-01	UNIFORMS	.00	56.22	1,500.00	1,443.78	3.8
30-30-5130-01	POSTAGE	100.00	174.41	150.00	(24.41)	116.3
30-30-5130-02	PRINTING	.00	.00	1,500.00	1,500.00	.0
30-30-5130-03	ADVERTISING	.00	.00	3,000.00	3,000.00	.0
30-30-5200-01	OFFICE EQUIPMENT	57.33	2,299.23	2,000.00	(299.23)	115.0
30-30-5200-02	POOL EQUIPMENT	.00	5.43	8,000.00	7,994.57	.1
30-30-5200-05	EXERCISE EQUIPMENT	1,096.00	1,329.45	2,000.00	670.55	66.5
30-30-5300-01	ELECTRICITY	1,997.33	9,619.62	26,000.00	16,380.38	37.0
30-30-5300-02	GAS - HEATING	400.23	861.01	6,000.00	5,138.99	14.4
30-30-5360-01	OFFICE PHONES	165.39	1,040.87	1,900.00	859.13	54.8
30-30-5360-02	CELL PHONE	122.12	610.65	1,500.00	889.35	40.7
30-30-5400-01	EQUIPMENT MAINTENANCE	150.00	1,828.51	2,500.00	671.49	73.1
30-30-5400-07	REC CENTER OPERATIONS	778.77	5,623.49	12,000.00	6,376.51	46.9
30-30-5425-05	POOL OPERATIONS	949.08	5,436.88	15,000.00	9,563.12	36.3
30-30-5425-10	POOL PERMITS	835.00	835.00	1,400.00	565.00	59.6
30-30-5450-01	PUBLIC WATER (LIBERTY)	.00	3,111.27	9,600.00	6,488.73	32.4
30-30-5510-01	OFFICE SUPPLIES	942.35	2,553.08	4,000.00	1,446.92	63.8
30-30-5510-04	OFFICE SUPPLIES - SOFTWARE UPG	.00	1,368.94	1,200.00	(168.94)	114.1
30-30-5600-01	RECREATION & REGIST. SOFTWARE	.00	5,759.35	27,500.00	21,740.65	20.9
30-30-5725-02	BASKETBALL - YOUTH	3,949.76	10,645.44	40,000.00	29,354.56	26.6
30-30-5725-05	CAMP - SUMMER DAYS	.00	3,876.24	10,500.00	6,623.76	36.9
30-30-5725-08	PRE-SCHOOL	208.10	4,308.01	4,000.00	(308.01)	107.7
30-30-5725-11	SWIM LESSONS - ADULTS	.00	.00	100.00	100.00	.0
30-30-5725-12	SWIM LESSONS - YOUTH	.00	.00	25.00	25.00	.0
30-30-5725-13	SWIM TEAM - LAGARTOS	.00	.00	1,500.00	1,500.00	.0
30-30-5725-15	TENNIS	2,180.40	5,995.36	15,600.00	9,604.64	38.4
30-30-5725-16	WATER AEROBICS	.00	.00	2,000.00	2,000.00	.0
30-30-5725-22	OTHER PROGRAMS	.00	1,115.00	1,500.00	385.00	74.3
30-30-5725-23	FLAG FOOTBALL	84.35	4,049.28	3,500.00	(549.28)	115.7
30-30-5725-25	CAMP-SPORTS	495.00	1,278.00	3,000.00	1,722.00	42.6
30-30-5725-30	SOCCER	.00	1,610.86	8,500.00	6,889.14	19.0
30-30-5725-31	T-BALL	10.25	3,005.75	5,500.00	2,494.25	54.7
30-30-5725-35	AQUATIC EVENTS - OTHER	.00	346.70	2,500.00	2,153.30	13.9
30-30-5735-01	MERCHANDISE PURCHASE	.00	.00	2,000.00	2,000.00	.0
30-30-5735-02	FOOD & BEVERAGE	.00	1,168.31	2,500.00	1,331.69	46.7
30-30-5750-01	MISCELLANEOUS - REC	.00	1,366.67	3,000.00	1,633.33	45.6
30-30-5750-02	CASH SHORT/OVER	.00	.99	.00	(.99)	.0
30-30-5750-03	CR/DB CARD SERVICE CHARGES	.00	.00	100.00	100.00	.0
30-30-5750-10	CLASS - CASH SHORT/OVER	.00	.00	100.00	100.00	.0
30-30-5950-01	LIABILITY INSURANCE	3,584.05	7,240.60	14,000.00	6,759.40	51.7
	TOTAL RECREATION SERVICES DEPARTMENT	66,709.20	326,745.19	729,078.00	402,332.81	44.8

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

RECREATION SERVICES FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	66,709.20	326,745.19	729,078.00	402,332.81	44.8
NET REVENUE OVER EXPENDITURES	(45,956.25)	(157,726.73)	(266,678.00)	(108,951.27)	(59.2)

CITY OF LITCHFIELD PARK
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

COMMUNITY SERVICES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 4500					
35-00-4500-20	ADVERTISING REVENUE - CITYLINE	.00	.00	6,500.00	6,500.00	.0
	TOTAL SOURCE 4500	.00	.00	6,500.00	6,500.00	.0
	TOTAL FUND REVENUE	.00	.00	6,500.00	6,500.00	.0

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

COMMUNITY SERVICES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY SERVICES					
35-30-5000-00	WAGES - COMMUNITY SERVICES	3,082.73	12,326.61	26,193.00	13,866.39	47.1
35-30-5010-00	FICA - EMPLOYER'S	225.30	900.53	2,037.00	1,136.47	44.2
35-30-5015-00	STATE RETIREMENT - EMPLOYER'S	357.57	1,429.79	3,038.00	1,608.21	47.1
35-30-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	69.24	215.75	567.00	351.25	38.1
35-30-5025-00	LIFE HEALTH & DENTAL INS & EAP	578.72	2,893.60	6,870.00	3,976.40	42.1
35-30-5725-26	SENIOR PROGRAMS	75.00	86.83	300.00	213.17	28.9
35-30-6200-02	COMMUNITY APPROPRIATIONS	.00	.00	15,000.00	15,000.00	.0
35-30-6200-03	COMMUNITY PROGRAMS	21.52	59.74	600.00	540.26	10.0
35-30-6200-10	CHANNEL 11	14.44	81.75	1,000.00	918.25	8.2
35-30-6200-25	LUKE AFB SUPPORT EFFORTS	.00	.00	1,000.00	1,000.00	.0
35-30-6200-30	CITYLINE	3,697.99	7,292.84	14,800.00	7,507.16	49.3
35-30-6200-32	CITY WEBSITE - CIVIC PLUS	.00	7,298.55	7,000.00	(298.55)	104.3
35-30-6200-45	EMERGENCY MANAGEMENT	.00	1,892.14	2,000.00	107.86	94.6
	TOTAL COMMUNITY SERVICES	8,122.51	34,478.13	80,405.00	45,926.87	42.9
	TOTAL FUND EXPENDITURES	8,122.51	34,478.13	80,405.00	45,926.87	42.9
	NET REVENUE OVER EXPENDITURES	(8,122.51)	(34,478.13)	(73,905.00)	(39,426.87)	(46.7)

CITY OF LITCHFIELD PARK
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

SPECIAL EVENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 4545					
39-00-4545-40	SPRING ART FESTIVAL	.00	350.00	70,000.00	69,650.00	.5
39-00-4545-45	4TH OF JULY	.00	1,000.00	1,000.00	.00	100.0
39-00-4545-50	ARTS IN THE PARK CONCERTS	1,200.00	5,300.00	12,000.00	6,700.00	44.2
39-00-4545-55	CHRISTMAS IN THE PARK	6,260.00	10,960.00	17,000.00	6,040.00	64.5
39-00-4545-60	ANNIVERSARY CELEBRATION	.00	.00	5,000.00	5,000.00	.0
39-00-4545-70	OKTOBERFEST	.00	6,022.00	7,000.00	978.00	86.0
39-00-4545-75	NATIVE AMERICAN ARTS FESTIVAL	3,675.00	9,100.00	40,800.00	31,700.00	22.3
39-00-4545-80	TROUT DERBY	.00	.00	5,900.00	5,900.00	.0
	TOTAL SOURCE 4545	11,135.00	32,732.00	158,700.00	125,968.00	20.6
	TOTAL FUND REVENUE	11,135.00	32,732.00	158,700.00	125,968.00	20.6

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

SPECIAL EVENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SPECIAL EVENTS					
39-30-5000-00	WAGES - SPECIAL EVENTS	4,091.07	15,808.77	32,620.00	16,811.23	48.5
39-30-5000-01	WAGES - OVERTIME	235.07	738.45	1,000.00	261.55	73.9
39-30-5010-00	FICA - EMPLOYER'S	330.96	1,265.90	2,338.00	1,072.10	54.1
39-30-5015-00	STATE RETIREMENT - EMPLOYER'S	501.83	1,919.46	3,784.00	1,864.54	50.7
39-30-5020-00	UNEMPLOYMENT/WORKERS' COMP INS	95.40	289.30	650.00	360.70	44.5
39-30-5025-00	LIFE HEALTH & DENTAL INS & EAP	182.71	913.55	3,000.00	2,086.45	30.5
39-30-5740-01	SPRING ART FESTIVAL	.00	.00	35,000.00	35,000.00	.0
39-30-5740-02	4TH OF JULY	.00	4,675.05	4,500.00	(175.05)	103.9
39-30-5740-03	ARTS IN THE PARK	1,972.76	3,153.41	9,000.00	5,846.59	35.0
39-30-5740-04	CHRISTMAS IN THE PARK	673.52	673.52	10,000.00	9,326.48	6.7
39-30-5740-05	SPECIAL EVENTS - OTHER	.00	.00	100.00	100.00	.0
39-30-5740-10	ANNIVERSARY CELEBRATION	.00	.00	7,000.00	7,000.00	.0
39-30-5740-20	OKTOBERFEST	.00	3,148.99	3,200.00	51.01	98.4
39-30-5740-25	WINTER TROUT DERBY	.00	.00	1,800.00	1,800.00	.0
39-30-5740-35	NATIVE AMERICAN ARTS FESTIVAL	1,760.00	3,702.43	46,000.00	42,297.57	8.1
39-30-5750-01	MISCELLANEOUS - SPEC EVENTS	.00	165.11	100.00	(65.11)	165.1
39-30-5750-20	LICENSING/PERMITS	.00	627.00	700.00	73.00	89.6
	TOTAL SPECIAL EVENTS	9,843.32	37,080.94	160,792.00	123,711.06	23.1
	TOTAL FUND EXPENDITURES	9,843.32	37,080.94	160,792.00	123,711.06	23.1
	NET REVENUE OVER EXPENDITURES	1,291.68	(4,348.94)	(2,092.00)	2,256.94	(207.9)

CITY OF LITCHFIELD PARK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS DEPARTMENT					
40-20-6020-01	STREET REPAIR & REPLACEMENT	14,805.00	62,276.11	500,000.00	437,723.89	12.5
40-20-6023-04	LITCHFIELD ROAD-PEDEST. CRSSNG	1,860.00	8,412.50	.00	(8,412.50)	.0
40-20-6030-04	LAKE RETAINING WALL	402.50	13,001.00	400,000.00	386,999.00	3.3
40-20-6030-09	PARK IMPROVEMENTS	62.50	1,632.50	623,000.00	621,367.50	.3
40-20-6100-01	LAND PURCHASE	985,000.00	985,000.00	.00	(985,000.00)	.0
40-20-6100-03	RECREATION CENTER IMPROVEMENTS	47,515.15	57,744.83	237,500.00	179,755.17	24.3
40-20-6100-09	CITY HALL IMPROVEMENTS	.00	54,519.77	.00	(54,519.77)	.0
40-20-6100-12	VILLAGE CFD IMPROVEMENTS	4,860.00	29,825.00	.00	(29,825.00)	.0
40-20-6100-20	CITY HALL DEVELOPMENT	.00	.00	12,500.00	12,500.00	.0
40-20-6100-30	CAPITAL EQUIPMENT-PUBLIC WORKS	.00	10,047.26	336,000.00	325,952.74	3.0
40-20-6200-05	SPECIAL PROJECTS-OTHER	.00	20,626.56	.00	(20,626.56)	.0
40-20-6500-00	CONTINGENCY	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL PUBLIC WORKS DEPARTMENT	1,054,505.15	1,243,085.53	3,109,000.00	1,865,914.47	40.0
	TOTAL FUND EXPENDITURES	1,054,505.15	1,243,085.53	3,109,000.00	1,865,914.47	40.0
	NET REVENUE OVER EXPENDITURES	(1,054,505.15)	(1,243,085.53)	(3,109,000.00)	(1,865,914.47)	(40.0)

Building Department Monthly Report

Residential construction update for the months of November, 2014

	Permits Issued in November	Total # of Permits Issued Since Ground Breaking	Available Lots Not Yet Permitted
AV Homes	1	12	
Family Development	3	18	116
Single Family Town Homes (Frank Dev.)	0	30	0
Custom Homes in Gated Community	0	28	5

Note:
There were a total of 141 residential inspections for the month of November (24 working days)
The average number of daily inspections for last month were, 3-7 per day.
A light day would be 3-*4* inspections and a high volume day would be 4-8 inspections.
Depending on type of inspection requested, time spent on-site to complete an inspection ranged from 10-45 minutes.

Commercial construction update for the month of November, 2014

	Under Construction	C of O Issued

LITCHFIELD PARK
CITY COUNCIL

INFORMATION FORM

SUBJECT: Public Works Report for the Month of November, 2014	**FROM**: Chuck Ransom **TITLE:** Director of Field Operations

Public Works crew performed the following maintenance:

- Trees throughout the City are being tank watered every week.
- Mowing is done each Tuesday, Wednesday, Thursday.
- Various members of the crew complete weed eating, edging and blowing on schedule each week.
- We continue to spray for weed control as needed.

Additional Projects

Public Works hung all Christmas Decorations throughout the City.

2014 P.W. Man Hours @ Rancho La Loma Homestead		
Month	**Hours**	**Notes**
May	16	
June	18	
July	22	
August	28	
September	33	
October	24	
November	21	

THE CITY OF Litchfield Park

Public Safety - Code Enforcement - November 2014

	Type of Violation	1st Letter or contact	Complied	Pending	Completed		Notes
ZC 35	**Weekend Signage**	57					
CC 12	**Unreg/Unlic/Abandoned/Inop Vehicles**		5	4	1	4	
CC 9	**Pool (water green or on street)**		3	3	0	3	
CC 9	**Trailers**		5	4	1	4	1 unable to contact so far
CC 9/ZC 31	**RV (donation box, stor pod, shed, camper shell, tent)**		1	1	0	1	
CC 9	**Boats (Landscaping/work equipment)**		0	0	0	0	
CC 9	**Property Maintenance: (Weeds, debris, dead vegetation, trees, fencing, trash cans or landscaping)**		22	20	2	20	
CC 9	**Carport Issues**		0	0	0	0	
CC 10	**Graffiti**		0	0	0	0	
misc.	**Litchfield Park Public Works**		0	0	0	0	
CC 12	**Illegal Parking**		2	2	0	2	
CC 6	**Animals (noise, at large)**		2	2	0	2	still monitoring
CC 17	**Vandalism**		0	0	0	0	
CC 8	**Business Licenses or on-property violation**		0	0	0	0	
CC 7	**Illegal Building without permit and/or design review**		4	0	4	0	stop-work orders in process
	Total		***44***	***36***	***8***	***36***	

CC=CITY CODE
ZC=ZONING CODE

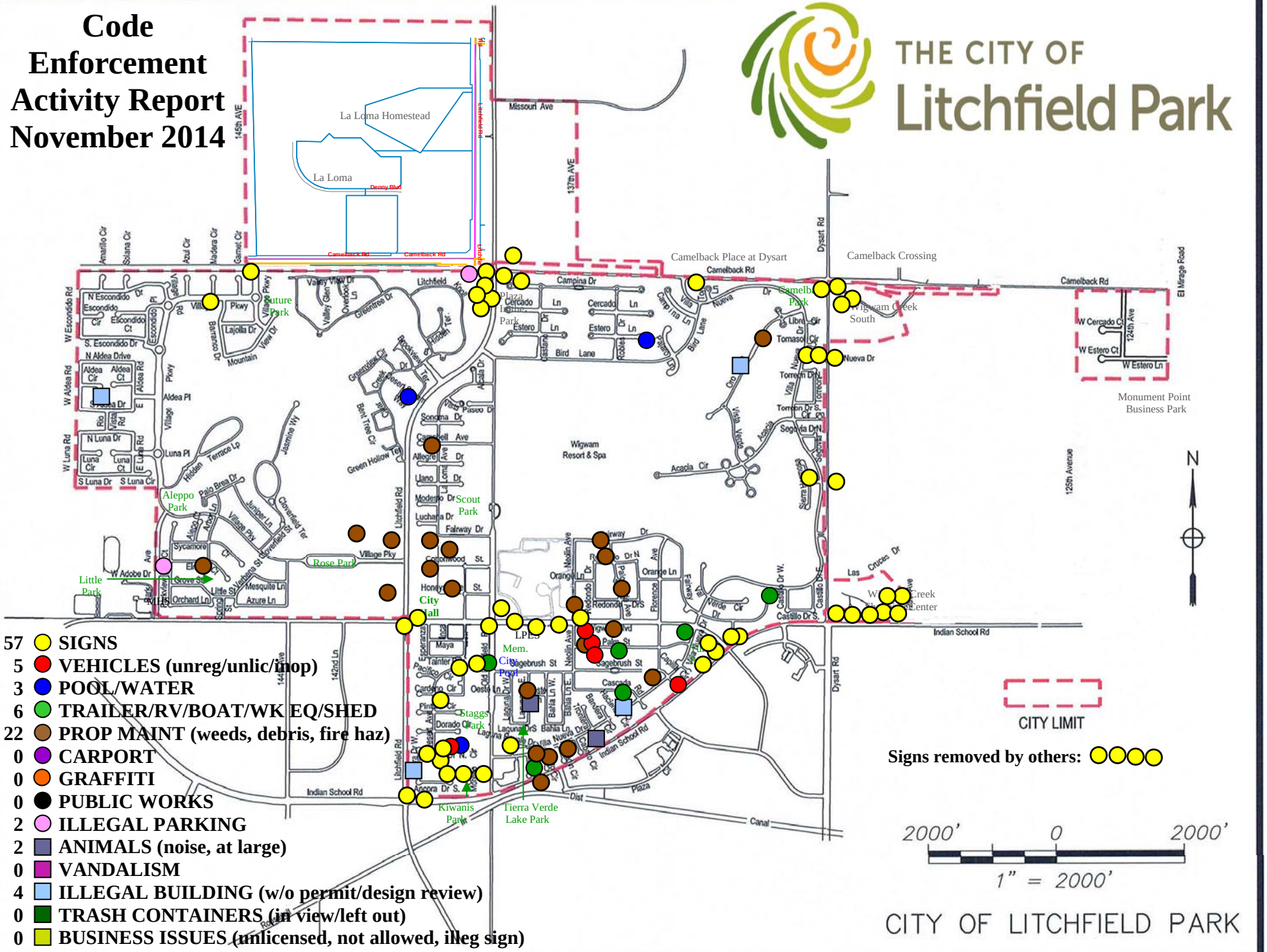
LAWebb

Lynn A. Webb
Code Enforcement Officer

S:\DOCS\Code Enforcement\Monthly Reports\2014 11 (November) Code Enforcement Spreadsheet Report

Code Enforcement Activity Report November 2014

THE CITY OF Litchfield Park



57 SIGNS
5 VEHICLES (unreg/unlic/inop)
3 POOL/WATER
6 TRAILER/RV/BOAT/WK EQ/SHED
22 PROP MAINT (weeds, debris, fire haz)
0 CARPORT
0 GRAFFITI
0 PUBLIC WORKS
2 ILLEGAL PARKING
2 ANIMALS (noise, at large)
0 VANDALISM
4 ILLEGAL BUILDING (w/o permit/design review)
0 TRASH CONTAINERS (in view/left out)
0 BUSINESS ISSUES (unlicensed, not allowed, illeg sign)

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Litchfield Park Assistant City Manager
November Monthly Report

To: **Darryl H. Crossman, City Manager**

From: **Sonny Culbreth, Asst. City Manager,**
Community and Recreation Services Director

Date: **December 5, 2014**

Re: **Assistant City Manager Monthly Report**

Emergency Management:
I continued to work with Maricopa County Emergency Management Department updating two Emergency Action Plans. These plans are updated every five years and are reviewed every year. The November meeting was canceled. Our next meeting to continue to make updates is scheduled for Tuesday, December 9.

Prop 302 Tourism Funding:
I attended the Southwest Valley Chamber Tourism meeting to receive an update on Litchfield Park's grant request for funding to promote two events in Litchfield Park. These events increase hotel stays in the area and qualify for Prop 302 funding. Litchfield Park has been approved to receive $30,000 to promote *The Patriot All America Golf Tournament*, December 26- 31, 2014, ($20,000) and the Litchfield Park Native American Fine Arts Festival, January 9-11, 2015, ($10,000).

APS Energy Update:
I attended the APS Energy Update Quarterly meeting in November. The two most important items that I came away with were:

1. The Solutions for Business Incentive program still had money in the program that needed to be distributed in November. They had also increased the incentive amounts for various energy saving installments. We took advantage of the program and received a rebate for two small motors and pumps we installed at the Recreation Center.

2. APS offers a FREE energy-saving consultation. We will be taking advantage of this service in the future.

Community and Recreation Services
November 2014 Report

To: **Darryl H. Crossman, City Manager**
Mayor and City Council

From: **Sonny Culbreth, Assistant City Manager**
Community and Recreation Services Director

Date: **December 5, 2014**

Re: **Community and Recreation Services Monthly Report**

Youth Sports:
Fall Youth Sports began on October 11. Youth Basketball has 300 players ages 4-14; Tee-Ball has 125 players ages 3 to 6, and Flag Football ages 6-10 has 131 players. These programs will be ending in December and new winter registration has already begun for Basketball.

Tennis:
Group Tennis lessons continue to have full classes every three weeks. Classes have approximately 35 youth, ages 4-15 enrolled. Many of them continue to enroll session after session. We are beginning to get more adult and family recreation use of the courts. Everyone appreciates the new court surface.

Aquatics:
The Swim Club team, Swim Neptune, has given notice that December will be the last month they will be using our pool. The notice indicated that they were suspending the program at our pool beginning December 12. With this new information, the pool deck repairs will be postponed until March so we will have a fresh product when we reopen in April.

Business Solutions:
In my October report, I reported that we replaced two motors at the Recreation Center pool. The spa and the child's pool had to have new motors and pumps replaced. The cost for the two renovations was $3,850. We applied for Energy Incentives through APS Business Solutions and received a $420 rebate from the energy saving motors.

Special Events:

Arts in the Park
The November 16 concert featured local favorite, Mary Hoffman. The next concert is scheduled for Sunday, January 18, 2015 and will feature a popular Pebble Creek band Pebble Rock.

Christmas in the Park
Christmas in the Park will be held on Saturday, December 13 from 9:00 AM to 4:00 PM. Hilgers Pediatric Dentistry and Hilgers Orthodontic Dentistry will again be our Presenting Sponsors. This year's Grand Marshall for the Parade is O.K. Fulton. Mr. Fulton has been active in the Agua Fria School District and Litchfield Park for many

years and has been the announcer for the parade for more than 25 years. We look forward to this opportunity to thank Mr. Fulton for his many contributions to our community. We have a great lineup of fun activities ready for the entire day.

Native American Art Festival, NAAF

This year's festival is shaping up to be our best presentation of Native American art, entertainment and culture ever. The festival is Saturday and Sunday, January 10 and 11, 2015 but it actually gets started with a kick-off event on Friday, January 9 with an Artist's Reception and special dinner offered by the Wigwam, JDM and Sun Health. The reception will offer wine and hors-d'oeuvres, hoop dancing, flute playing, a Fashion Show and judged art. After the reception a special dinner prepared by Native American Guest Chef Nephi Craig will be offered in the Arizona Kitchen. Reservations are required and there is only room for 45 dinner guests.

The festival on Saturday and Sunday features over 100 of the finest Native American artists in the Southwest, entertainment by world champion hoop dancers, Native American Music Awards winners, an appearance by 2014-2015 Miss Indian Arizona, a kids area, and a hands on drumming program. Chef Craig will give a cooking demonstration each day and all performers will be featured in the education pavilion as well as the main stage. The Food Court will feature Indian fair as well as traditional festival foods. We are expecting TV and widespread print coverage.

National Endowment of the Arts Grant:

The Community and Recreation Services Department applied for and received a $10,000 National, "Challenge America" grant awarded by the national Endowment for the Arts. This grant is to support the Native American Fine Arts Festival. This grant is in addition to the $10,000 Prop 302 grant.

Recreation and Public Grounds Commission:

The RPG continues to work with Park Planner Jim Coffman to refine a plan for Scout Park. There have been two citizen input meetings with another meeting scheduled for December 11. A consensus was reached at the last Citizen input meeting of what items should go into the park and the general design of the park. Close attention was given to the Community Survey taken last spring and the current plan incorporates those ideas. The next steps will be to determine what phases of the park plan should be done first and to determine a cost for each phase.

City of Litchfield Park
City Engineer's Report – New Projects Only
November 2014

To: Mayor Schoaf and City Councilmembers

Through: Darryl H. Crossman, City Manager

Summary of new project activities:

Engineering:

Parking Signage Review on Neolin Avenue and West Hidden Terrace Lane

Planning:

No new Projects.

W.C. Scoutten, Inc.

Woody Scoutten, PE
City Engineer

LIBERTY UTILITIES SEWER AND WATER PIPE REHABILITATION

SUMMARY OF WORK

A. The work on Bird Lane, Palo Verde Avenue and Redondo Drive will include the rehabilitation of the sanitary sewer system and the existing water lines within the project area. The sanitary sewer work includes relining the existing sanitary sewer pipes, manholes, and laterals (sewer services). The water line system work includes relining the existing waterlines within the project area including installing new water services. The project also includes replacement of hydrants and valves. The rehabilitation work will be supported through the use of video inspections pre-and post construction, temporary by-pass of flows and services to hydrants.

B. Liberty Utilities is working closely with the Goodyear Fire Department in order to maintain proper levels of fire protection during the constrcution. They are also coordinating with the Sheriff's Department, Litchfield Elementary School District, Waste Management and other utilities.

C. Relining of the main line pipes will be accomplished through the use of cured-in-place pipe (CIPP) commonly called slip-lining. This technology will significantly reduce excavation of the streets thereby minimizing the impacts to the residents, the general public and of course the roadway. However, replacement of the water services will require excavation. Liberty Utilities has stated that services to residents will be maintained with minor interruptions and residents will be duly notified.

CITY OF LITCHFIELD PARK ENGINEER'S REPORT
CURRENT PROJECT ACTIVITY STATUS FOR NOVEMBER 2014

Project Name	Construction Cost Estimate	Key Target Dates					Work Activity in Progress and Remarks
		Authorization	First Advertisement	Bid Opening/ Acceptance	Start of Construction	Completion of Construction	
Engineering Related Activities:							
City Hall Stucco and Paint Improvements			May-12	Apr-14	Jul-14	Jul-14	Work complete and final payment made. One year warranty period started.
Resurfacing Tennis Courts			N/A	N/A	Sep-14	Oct-14	Work Completed. Closeout documents received and final payment authorized. Completion date 10/28/2014: three-year warranty for acrylic coatings and two-year warranty for all else.
2014 Pavement Maintenance Program			M&O Sept-13; Micro seal February-26	M&O Oct-13; HDMB Feb-14; Micro seal Mar-14	M&O Nov-13; HDMB Mar-14; Micro seal April-14	M&O Feb-14; HDMB April-14; Micro seal Sept.-14	Bids received 10/24/13 for Mill & Overlay. Pre-Construction meeting on 12/9/13. Work started on 12/26/13 and the project is complete. Dysart Road Drainage advertised for receipt of bids on 7/10/14. High Density Mineral Bond (HDMB) application 4/14 through 4/17 work complete. Micro Seal - Work started 6/24 with completion the week of 7/3/14. Re-micro seal on Old Litchfield Rd completed. Striping and RPM's to be installed 11/12-11/13/2014.
Pedestrian Underpass - Litchfield Rd at Wigwam Blvd	$3,075,000 Construction (Estimate)+ $500,000 City Match	Design, Sep-05; Construction Re-authorization, Sep-12	Jun-12	Aug-12	Jan-13	Oct-13	Flooding issues were addressed. It was discovered that the berm along the west ramp was constructed too low. The City had temporarily placed additional material to protect the underpass until the work is done by ADOT's contractor. The contractor made repairs at the current (one foot higher than design) elevation created by the City; added and replaced rip-rap, and cleaned a portion of the drainage piping. Another final walk was completed and outstanding issues will be addressed by ADOT and Hunter.
2013 Pavement Maintenance Projects	$350,000	Oct-12	Dec-12	Jan-13	Feb-13	Dec-13	Complete warranty walk and found issues. Contractor to begin repairs 12/17/14.
2015 Pavement Maintenance Program			Jun-14	Jun-14	Sep-14	Nov-14	Dysart Road West Drainage Improvements, drywell and interceptor chamber at Villa Nueva. Only one bid received on 6/10/14. Bid was rejected and added to the Aleppo Park/Little Park project on 8/6/14.
Community Pool Warranty Issues							Negotiated settlement with Flex-Ground based on their submissions and reports from Western Technologies. They will repair any further delaminations at material cost only for two years. New pealing areas discovered and Inspection accomplished with Flex-Ground on 11/19/14. Researching splash pad materials for use at the pool as proposed by Flex-Ground. Repairs to be schedule for March 2015 in accordance with City/pool use schedule.
Aleppo Park / Little Park Drainage Issues	$309,000	Feb-14	Sep-14	Oct-14	Jan-15	Mar-15	Completion of plans and Contract Documents, including the Dysart Road Project. Bids received October 10, 2014. Council awarded the contract to Visus, Inc. on 11/19/2014. Awaiting start-up documents and contracts from Visus. Scheduling pre-con meeting. Due to holidays, January construction start is expected.

CITY OF LITCHFIELD PARK ENGINEER'S REPORT
CURRENT PROJECT ACTIVITY STATUS FOR NOVEMBER 2014

Project Name	Construction Cost Estimate	Key Target Dates					Work Activity in Progress and Remarks
		Authorization	First Advertisement	Bid Opening/ Acceptance	Start of Construction	Completion of Construction	
Tierra Verde Lake Wall	$400,000	Apr-14	Jan-14	Mar-14	May-14	Jul-14	Council approved the contract and authorized Phase 1, Design, Received Access Agreements from the property owners on 5/12. Design on going. Meetings with City of Goodyear and Palm Valley Golf Course to discuss the methodology of draining the lake. City provided draft repayment agreements and license agreements for the property owners. Project meeting with the Contractor, HOA on 8/14/14. HOA meeting on 8/26 and more questions. Still no concurrence of all property owners on the Option to be installed. Continuing weekly measurement of the wall deviation. Weekly measurements show the wall moved 1/8" on 11/12/14 and another 1/8" on 11/26/14 for a total additional movement of 1/4" since the original 1" movement measured in March 2014.
Pedestrian Underpass North under Litchfield Rd - Drainage and Pavement Study	TBD						Preliminary design and estimate of probable construction cost for drainage and pavement improvements. Research to determine drainage alternates. Prepared scope and specifications for repairs by others.
HSIP Sign Inventory and Upgrade	$205,000	Jun-13	Jun-13	Jul-13	Aug-13	Phase 1, Feb 2014 and Phase 2, 5/1/2015 (Anticipated)	Video survey capture complete and ADOT consultant currently in process of compiling and creating a sign inventory system. Anticipated test system in fall 2014. City public works staff and City Engineer's office worked with ADOT staff on establishing street name sign standards. Sign procurement/bidding anticipated by ADOT January 2015.
Bird Lane Traffic Calming	N/A	N/A	N/A	N/A	N/A	N/A	Preparation of concepts and preliminary cost estimates for alternative traffic calming methods for Bird Lane from Old Litchfield Road to Villa Nueva Drive).
City Wide Drainage Study of Problem Areas	N/A	N/A	N/A	N/A	N/A	N/A	Survey verification of elevations completed on Palo Brea. Review and report prepared
Liberty Utilities Sewer & Water Pipe Rehabilitation	N/A	N/A	N/A	N/A	N/A	N/A	Inspect rehabilitation of sewer and water pipes in Bird Lane and Redondo Drive. Review and discuss Liberty Utility's 5 year CIP plan and coordinate with the City's 10 year CIP road maintenance plan. Due to additional pavement cuts related to field conditions on Bird Lane, Liberty has agreed to microseal the full width of Bird Lane within the project area.
Parking Signage review on Neolin Avenue and W. Hidden Terrace Lane	N/A	N/A	N/A	N/A	N/A	N/A	Reviewed existing parking and prepared plan for modifications for review by the City.

CITY OF LITCHFIELD PARK ENGINEER'S REPORT
CURRENT PROJECT ACTIVITY STATUS FOR NOVEMBER 2014

Project Name	Construction Cost Estimate	Key Target Dates					Work Activity in Progress and Remarks
		Authorization	First Advertisement	Bid Opening/ Acceptance	Start of Construction	Completion of Construction	
Development and Utility Plan Reviews:							
Hacienda Del Rey						on-going first review 8/11/14	Plan review complete. Construction underway.
Litchfield Pedestrian Underpass (Plan Review/Shop Drawings)						1/13 waiting for AS-Built Drawing to be submitted.	Traffic Control Plan - 1st review received on 06/28/13, sent back revise and resubmit on 07/09/13. 2nd review submittal received on 07/02/13, sent back signed on 07/16/13, sent back revise and resubmit on 07/23/13. Security Fence - Caps for Bottom of Pickets submittal received on 07/30/13, sent back revise and resubmit on 07/30/13. 2nd submittal received on 08/26/13, sent back approved on 08/27/13. Traffic Control Plan - 1st review received on 08/26/13, sent back approved on 09/03/13. Striping and Utility Adjustments Traffic Control Plan - 1st review received on 09/17/13, sent back approved on 09/19/13. Paving Traffic Control Plan - 1st review received on 09/18/13, sent back approved on 09/19/13. Traffic Control Plan for the Manhole and Valve Adjustments - 1st review received on 09/30/13.
Rancho La Loma Homestead	N/A	N/A	N/A	N/A	N/A	no further action has been taken.	A formal Recommendation of Potential Eligibility (ROPE) has been filed with the State Historic Preservation Office (SHPO) for the Rancho La Loma Homestead. Staff is waiting for contact from SHPO for approval to move forward with a National Register of Historic Places nomination, a request for additional information or recommendation of non-eligibility. SHPO has scheduled a site walk on 3/14/14. SHPO is recommending preliminary eligible listing on the National Register Historic Places (NRHP). Requested proposal from consultants for the preparation of documents required for the NRHP application. Researching the definition of Historic District rather than Historic Structure to properly identify the project.
Southwest Gas Corporation – SPW – "ILI" C System Wall Thickness Data Collection Project	N/A	N/A	N/A	N/A	N/A	Data collection the week of 12-1-2014.	The out come of the testing will determine the next steps to be taken. If all is good the holes will be filled and sites remediated. If the lines need to be replaced SWG will prepare and submit plans for replacement. This is a permit application for the installation of three fittings on the gas line. The first site is in the east driveway at the City's maintenance yard on the west side of Old Litchfield Road north of Indian School Road. The second site is in the northeast corner of Staggs Park on Old Litchfield Road. The third site is at the southern drive entry to the City's recreation center on Desert Avenue. These sites are the location for 4 foot by 4 foot holes to be dug over the 6-inch gas main to obtain measurements for manufacturing of custom 45 degree angle branch fittings for "smart pig" launch sites. After the fittings are manufactured, SWG will be reopening the holes to install these custom fittings in October 2014. The smart pig is used to determine the condition of the gas pipe including areas corrosion, pipe wall thickness, etc.

CITY OF LITCHFIELD PARK ENGINEER'S REPORT
CURRENT PROJECT ACTIVITY STATUS FOR NOVEMBER 2014

Project Name	Construction Cost Estimate	Key Target Dates					Work Activity in Progress and Remarks
		Authorization	First Advertisement	Bid Opening/ Acceptance	Start of Construction	Completion of Construction	
Vastago-Epicentro Church						on-going first review 8/14/14	Plan review.
Village Parkway/Arbor Lane							Installation of all way stop is completed as per the recommendations of the traffic study that addressed an intersection driver's line of site issue. No further action required -- Study and project complete.
Planning Activities:							
Scout Park Improvements							Meetings held with the RPG 6/12 for review of layouts and equipment. Three alternate layouts being prepared for next meeting. Staff meeting for review and alternate layouts being prepared for the RPG meeting in October. No consensus was reached during the October meeting, but some revisions to the plans were requested. Jim Coffman presented the revised plans to the RPG during the November meeting, but a preferred plan was not recommended.
Planning and Zoning Advisory Commission, code amendments and other activities							The Planning and Zoning Advisory Commission met on 2/11 to review sign code proposals for lighting, comprehensive sign programs and measurements of signs. These subsections have been inserted into an overall sign code draft and are ready for final review, citizen's review and recommendation to the Council. A simplified lighting code is being drafted to follow closely behind the sign code.
Rancho La Loma Homestead							A formal Recommendation of Potential Eligibility (ROPE) has been filed with the State Historic Preservation Office (SHPO) for the Rancho La Loma Homestead. Staff is waiting for contact from SHPO for approval to move forward with a National Register of Historic Places nomination, a request for additional information or recommendation of non-eligibility. SHPO has scheduled a site walk on 3/14/14. SHPO is recommending preliminary eligible listing on the National Register Historic Places (NRHP). Requested proposal from consultants for the preparation of documents required for the NRHP application. Researching the definition of Historic District rather than Historic Structure to properly identify the project.

CITY OF LITCHFIELD PARK ENGINEER'S REPORT

PENDING PROJECT ACTIVITY STATUS FOR NOVEMBER 2014

Project Name	Construction Cost Estimate	Key Target Dates					Work Activity in Progress and Remarks	Date for Review
		Authorization	First Advertisement	Bid Opening/ Acceptance	Start of Construction	Completion of Construction		
Engineering Related Activities:								
Recreation Center Parking - North and South Lots	N $130,000 S $35,000	TBD					Exhibits and estimates of probable construction costs submitted to the City for review.	Mar-14
Bird Ln and Litchfield Rd							No selection for federal funding. This project will be held in abeyance for future funding possibilities with other affiliates.	Mar-14

CITY OF LITCHFIELD PARK ENGINEER'S REPORT

PAST PROJECTS

Project Name	Construction Cost Estimate	Key Target Dates					Work Activity in Progress and Remarks	When Finished ?
		Authorization	First Advertisement	Bid Opening/ Acceptance	Start of Construction	Completion of Construction		
Engineering Related Activities:								
Honeysuckle and Old Litchfield Rd Intersection Operation Assessment							Mailbox was relocated north of Honeysuckle to the center median of Old Litchfield Road and Cottonwood by US Postmaster during the week of June 11, 2012.	Jun-12
Neolin Parking - Fairway to Wigwam Blvd							Field review of current parking conditions along both sides of Neolin from Fairway to Wigwam Blvd was conducted. The City Engineer's offices and Fire Marshal conducted a review and made Engineering and Emergency recommendations. A final proposed sign layout modification was completed and forwarded to the City for implementation. Final installation of signage along Neolin was completed during the week of May 28, 2012. Wigwam driveway locations was completed.	May-12
Energy Conservation Program - HVAC Replacements	$65,200	Apr-11	Dec-11	Mar-12	Mar-12	Apr-12	Council awarded contract on March 7 to Premier Air Conditioning for $56,396.42. The system was completed and operational in April and punchlist items were ongoing. Project is now complete.	Jul-12
Tohono O'odham Tribal Grant							A Tribal grant proposal for possible school zone speed limit flasher assemblies around Litchfield Park Elementary School is currently completed and was submitted to the Indian Nation on June 15, 2012. If selected, the City will be notified by the Indian Nation in September and a separate IGA will need to be completed.	Jun-12
Community Pool Deck Resurfacing	$60,000			Feb-13		Apr-13	Construction completed and final documents received. Invoices from Flex Ground have been sent to the City for payment.	Apr-13
Perimeter Wall Rejuvenation	$53,000		Apr-13	Apr-13	Jun-13	Jun-13	Construction was completed on June 21, 2013. The contractor has signed the Letter of Final Acceptance and Warranty, along with the Contractor's Affidavit Settlement of Claims. Final invoice has been sent to the City for processing.	Jun-13
La Loma Roofing Replacement	$33,000			Apr-13	May-13	Jun-13	Construction was completed on June 20, 2013. Letter of Final Acceptance and Warranty, along with the Contractor's Affidavit Settlement of Claims have been signed by the contractor. Their invoice was forwarded to the City for payment on 08/15/13.	Jun-13

CITY OF LITCHFIELD PARK ENGINEER'S REPORT

PAST PROJECTS

Project Name	Construction Cost Estimate	Key Target Dates					Work Activity in Progress and Remarks	When Finished ?
		Authorization	First Advertisement	Bid Opening/ Acceptance	Start of Construction	Completion of Construction		
Development and Utility Plan Reviews:								
Litchfield Elementary School (Remodels & Additions)							Improvement Plan received 5/19/11 - Returned with comments on 6/7/11. Demo, Site Work, Grading, Landscape & Courtyard Plans - 1st review submittal received on 05/02/2013, sent back Revise and Resubmit on 05/13/2013. 2nd review submittal received on 06/13/2013, sent back OK with Minor Comments on 06/17/2013. 3rd review submittal received on 07/02/13, sent back signed on 07/09/13. Addendum to the Drainage Report - received on 06/13/13, sent back Approved on 06/17/13. 2nd review submittal received on 07/02/13, sent back signed on 07/09/13. Phase 3 As Built Plans have been submitted for review. Final inspection is scheduled for Wednesday, November 6.	Jun-11 Jul-13 Oct-13
Wigwam Blvd & Litchfield Rd. Relocation - APS Design Based on 95% ADOT Plans July 2010							APS, Relocate 3 Phase UG received 6/20/11 - Returned with comments on 6/30/11.	Jun-11
Wigwam Blvd & Litchfield Rd. Relocation- APS Design Based on Final ADOT Plans Oct 2010							APS, Relocate 12kv UG part of pedestrian underpass received 8/8/11 - Approved 9/1/11 and sent back to City on 9/6/11.	Sep-11
Permits: Litchfield Park Ped Underpass (West Wigwam Blvd & N. Litchfield Park Rd.)							Cox - Trench 57' Asphalt (cut 297' & bore 211') to install CATV Conduit for System Tie - Permit resubmitted on 12/19/11, approved and sent back on 12/20/11. Work is now complete.	Jan-12
Villas at Litchfield Park - Las Cruces Dr.							Site Lighting Plan received on 12/20/11. Returned approved on 01/05/12. Preliminary Site Plan, Preliminary Drainage Report, Preliminary Grading & Drainage Plan. All of these were received on 12/20/11. Preliminary Site Plan, Preliminary Drainage Report, and Preliminary Grading & Drainage Plan sent back Revise & Resubmit on 01/06/12.	Jan-12 Aug-13
Wigwam Creek Center - McDonalds							Site Plan. Received on 12/07/11. Sent back on 01/05/12. We are not seeing this again.	Mar-12

CITY OF LITCHFIELD PARK ENGINEER'S REPORT

PAST PROJECTS

Project Name	Construction Cost Estimate	Key Target Dates					Work Activity in Progress and Remarks	When Finished ?
		Authorization	First Advertisement	Bid Opening/ Acceptance	Start of Construction	Completion of Construction		
PERMIT (COX) - Litchfield Park Ped Underpass (West Wigwam Blvd & N. Litchfield Rd.)							Received on 06/26/12. Signed, approved and returned to COLP on 07/03/12.	Jul-12
Fairway Drive Sewer Replacement (Liberty Water Co.)							Received Sanitary Sewer Replacement on 08/31/12. Sent back Revise & Resubmit on 09/14/12.	Sep-12
LDS Church - 301 E. Wigwam Blvd.							Received Site Improvement Plan on 06/29/12. Legal Description and exhibit received for dedication of half street ROW along Esperanza. Sent back OK with minor comments on 08/22/12. Received Improvement Plan on 09/11/12 and sent back approved on 09/14/12.	Nov-12
Millennium High School							City to monitor parking along Village Parkway and traffic operations along Park Avenue north of Wigwam. Construction is complete and ongoing monitoring is currently underway.	Nov-12
Villas at Litchfield Park (Casa del Rey)							Received the Final Drainage Report, Improvement Plan and Wastewater Report on 12/17/12. Final Drainage Report and Wastewater Report sent back approved and Improvement Plan sent back OK with Minor Comments on 01/11/13. Final Drainage Report - 5th review submittal received on 08/07/2013, returned signed on 08/22/2013. Improvement Plan with SWPPP - 3rd review submittal received on 08/07/2013, returned signed on 08/22/2013. Final Sewer Report - 3rd review submittal received on 08/07/2013, returned signed on 08/22/2013.	Jan-13 Aug-13

CITY OF LITCHFIELD PARK ENGINEER'S REPORT

PAST PROJECTS

Project Name	Construction Cost Estimate	Key Target Dates					Work Activity in Progress and Remarks	When Finished ?
		Authorization	First Advertisement	Bid Opening/ Acceptance	Start of Construction	Completion of Construction		
Litchfield Pedestrian Underpass							Received Traffic Control Plan on 01/14/13 and sent back Approved on 01/14/13. Received Full Closure of Litchfield Rd & Wigwam Blvd - TCP on 01/11/13 and sent back Okay with Minor Comments on 01/14/13. Roadway Electrical Material Submittal - 3rd review submittal received on 01/14/2013, sent back Revise and Resubmit on 02/22/2013. 4th review submittal received on 03/12/2013, sent back Approved on 03/18/2013. Stairway and Platform Forming System Material Submittal - 1st review submittal received on 03/13/2013, sent back Approved on 03/18/2013. Traffic Control Plan - 1st review submittal received on 03/05/2013, sent back Revise and Resubmit on 03/08/2013. 2nd review submittal received on 03/18/2013, sent back Approved on 03/22/2013. Electrical - Bird Netting Material Submittal - 1st review submittal received on 03/18/2013, sent back Revise and Resubmit on 03/22/2013. 2nd review submittal received on 04/03/2013, sent back Approved on 04/08/2013. Landscape Plant Material Submittal - 1st review submittal received on 04/10/2013, sent back Approved on 04/15/2013. Hand Rail and Barrier Rail Material Submittal - 1st review submittal received on 02/21/2013, sent back Revise and Resubmit on 03/04/2013. 2nd review submittal received on 03/26/2013, sent back Revise and Resubmit on 04/08/2013. 3rd review submittal received on 04/24/2013, sent back Approved on 05/03/2013. Hand Rail Connection Sample submittal received on 07/08/13, sent back approved on 07/08/13. Shop Drawing - Precast Masonry Wall Cap received on 07/25/13, sent back approved as noted on 07/25/13.	Jan-13 Mar-13 Apr-13 May-13 Jul-13
FY 2013 Mill & Overlay and Storm Drain Improvements							ABC, Asphalt (COP D-1/2) Mix, Concrete (From CPI), HDPE Pipe Material Submittal - 1st review submittal received on 05/09/2013, sent back Approved on 05/17/2013.	May-13

CITY OF LITCHFIELD PARK ENGINEER'S REPORT

PAST PROJECTS

Project Name	Construction Cost Estimate	Key Target Dates					Work Activity in Progress and Remarks	When Finished ?
		Authorization	First Advertisement	Bid Opening/ Acceptance	Start of Construction	Completion of Construction		
LDS Church - 301 W. Wigwam Blvd.							Landscape and Drainage Plans - 1st review submittal received on 05/20/2013, sent back Revise and Resubmit on 05/28/2013. 2nd review submittal received on 08/14/2013, sent back OK with Minor Comments on 08/16/2013. 3rd review submittal received on 09/03/2013, sent back approved and signed on 09/06/2013. Drainage Report - 1st review submittal received on 08/15/2013, sent back OK with Minor Comments on 08/16/2013. 2nd review submittal received on 09/03/2013, sent back approved and signed on 09/06/2013. Construction was complete in October of 2013.	Oct-13
Planning Activities:								
Pavement Cut Ordinance							Adopted 10/26/2011.	Oct-11

CLEAR CREEK ASSOCIATES

Practical Solutions
In Groundwater Science

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Via Electronic Mail

December 5, 2014

Mr. Darryl Crossman, City Manager
City of Litchfield Park
214 W. Wigwam Boulevard
Litchfield Park, AZ 85340

Re: Monthly Update, PGA-North Superfund Site

Dear Mr. Crossman:

As requested, following is a brief update on activities at the Phoenix-Goodyear Airport (PGA) North Superfund Site for the period from August 2014 through early September 2014.

LITCHFIELD PARK WELL & TIERRA VERDE LAKE SAMPLING

Crane Co. sampled the City supply well on November 21st. Clear Creek Associates collected split samples from the well and a sample from Tierra Verde lake as part of the November sampling event. The results are not yet available. The next sampling event of the City's well by Crane Co. is scheduled for February 2015.

RECENT MONITOR WELL RESULTS

Figure 1, attached, is a summary of recent monitoring results for the northern portion of the Site. The results from the October 2014 sampling event are generally consistent with prior results. However, the sampling schedule for several of the monitoring wells has been modified from monthly to quarterly; therefore, monitoring results for October are limited. Notable findings or exceptions are summarized below.

- At EPA MW-7A (in the southern portion of the Site on Loma Linda Blvd approximately ¼-mile east of Litchfield Road), TCE was detected at 54.4 ug/L. Although there is some variability in TCE concentrations in this well, the overall trend has been increasing since 2012. The appearance of TCE in this location in late 2011-to-early 2012 has been attributed to the historical injection of untreated groundwater from the main treatment system.

- At EPA MW-13A (South of I-10 and west of Litchfield Road) TCE was detected at 125 ug/L, down from the previous months' concentration of 340 ug/L. This is generally consistent with the historical trend observed at this well attributed to regional pumping patterns.
- At EPA MW-62A, located on Litchfield Road south of Thomas Road, TCE concentrations were observed at 189 ug/L, an increase from the prior months 163 ug/L. A seasonal variation in TCE concentrations has been observed in this well. Since this monitoring well is located in the central core of the plume south of extraction well EA-06, the seasonality observed at this location demonstrates the broad affect that regional pumping patterns have on the TCE plume, despite the operation of the remediation extraction wells.
- At EPA MW-63A, located on the west side of Litchfield Road, approximately 500 feet north of Van Buren, TCE concentrations were observed at 43.4 ug/L. The results continue to show an increasing concentration trend. Crane Co. has proposed to install an additional extraction well along Van Buren in the vicinity of former extraction well EA-04 to enhance on-site capture.
- At EPA MW-51A, located in the Pebble Creek community located along W Robson Circle North, northwest of 147th Lane, TCE concentrations were at 5.6 ug/L, a slight increase from the previous month's results. These observations indicate that the TCE mass that migrated beyond the 33A and EA-08 capture zones has not yet been diluted by injection of treated water upgradient of this location by the new injection wells installed as part of the expansion of the northwest hydraulic capture system.

CONDUIT WELL UPDATE

Monitoring results for irrigation well 27C collected from Subunit A sample (above the inflatable packer) were 8.7 ug/L, up from the previous months' non-detection, and consistent with the historical trend. TCE was detected at a concentration of 6.4 ug/L in the sample collected from below the inflatable packer in Subunit C which is generally consistent with the previous months' concentrations.

SOURCE AREA INVESTIGATION & REMEDIATION

Crane Co submitted a draft Remedial Design / Remedial Action Work Plan for Phase I of the Source Area remediation effort on December 1, 2014. A review of the draft Work Plan is being initiated.

PLUME CONTAINMENT

Approximately 7% of the water extracted from the EA-06/EA-07 treatment system was utilized by Goodyear for park irrigation; this is consistent with the usage seen last year. Overall, average flow rates in the injection wells for September were 235 gpm, 294 gpm, and 0 gpm in IA-11, IA-12 and IA-13, respectively, (Figure 2). Flow rates are generally consistent with the prior month with increased average flow rates observed in IA-11 and IA-12. The average reported flow rates for IA-07 and IA-08 for October were 112 and 111 gpm, respectively, down from the previous months' rates. Groundwater elevations in the vicinity of injection well IA-12 are generally lower than the previous month's monitoring event, with the exception of EPA MW-59A (Figure 3), due to regional declines. Groundwater elevations in monitor wells near Dysart Road north of McDowell Road remain higher than those to the west within the plume boundary as the injection in IA-12 contributes to the hydraulic control of the eastern edge of the plume.

Average flow rates, based on operational uptime, for the off-site extraction wells are shown on Figure 4. The operational uptime for the EA-06/EA-07 treatment system was slightly higher than the prior month. The average reported flow rates for EA-06 and EA-07 for October were 404 gpm and 236 gpm, respectively, which are slightly higher than the prior months' rates. The average reported flow rate for EA-08 for September was 229 gpm, which is a decrease from the previous months' flow rate.

* * * * *

Sincerely,

Clear Creek Associates, PLC

Thomas R. Suriano, R.G.
Principal Hydrogeologist

Attachments:
Figure 1: Recent Analytical Results
Figure 2: Average Injection Rates
Figure 3: Groundwater Elevations in Monitor Wells near IA-12
Figure 4: Average Extraction Rates

cc: (e-copies)
Mary Rose Evans – City of Litchfield Park
Susan Goodwin – City Attorney
Woody Scoutten – W.C. Scoutten, Inc.
Nancy Mangone, Esq. – The Mangone Law Firm
Catherine Brown – EPA
Patrick Shinabery – ADEQ

EPA MW-32A		
Aug	Sep	Oct
1.3	-	-

EPA MW-37A		
Aug	Sep	Oct
1.9	-	-

EPA MW-50A		
Aug	Sep	Oct
3.5	4.0	5.3

EPA MW-18A		
Aug	Sep	Oct
0.62	-	-

Tierra Verde Lake Well		
Aug	Sep	Oct
<0.19	-	-

EPA MW-23A		
Aug	Sep	Oct
141	-	-

EPA MW-34A		
Aug	Sep	Oct
0.60	-	-

EPA MW-51A		
Aug	Sep	Oct
4.5	5.1	5.6

MW-16		
Aug	Sep	Oct
33.2	29.3	29.3

EA-08		
Aug	Sep	Oct
46.2	50.1	45.2

EPA MW-31A		
Aug	Sep	Oct
1.2	-	-

Liberty Water TW-2		
Aug	Sep	Oct
-	-	-

EPA MW-20A		
Aug	Sep	Oct
0.73	0.33	0.29

EPA MW-38A		
Aug	Sep	Oct
121	116	183

EA-06		
Aug	Sep	Oct
94	-	-

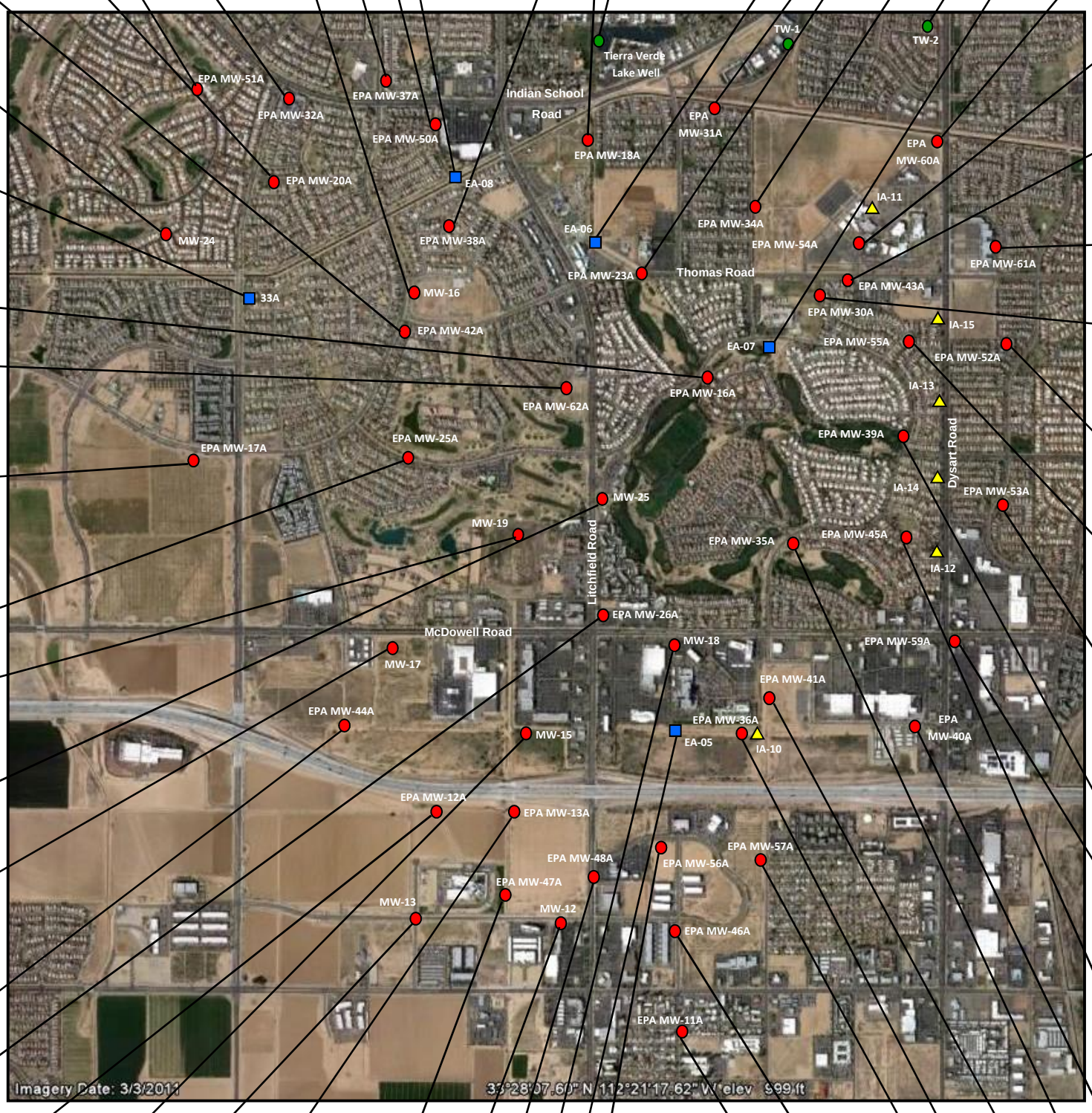
EA-07		
Aug	Sep	Oct
-	15	13

EPA MW-42A		
Aug	Sep	Oct
26.0 (25.9)	24.1	26.6

EPA MW-60A		
Aug	Sep	Oct
<0.20	-	-

MW-24		
Aug	Sep	Oct
<0.20	-	-

EPA MW-54A		
Aug	Sep	Oct
<0.20	-	-



33A		
Aug	Sep	Oct
33.0	38.8	30.1

EPA MW-61A		
Aug	Sep	Oct
<0.20	-	-

EPA MW-16A		
Aug	Sep	Oct
87.6	-	-

EPA MW-30A		
Aug	Sep	Oct
2.0	2.1	1.6

EPA MW-62A		
Aug	Sep	Oct
113	159	189

EPA MW-52A		
Aug	Sep	Oct
<0.20	-	-

EPA MW-17A		
Aug	Sep	Oct
<0.20	-	-

EPA MW-55A		
Aug	Sep	Oct
<0.20	-	-

EPA MW-25A		
Aug	Sep	Oct
12.6	-	-

EPA MW-53A		
Aug	Sep	Oct
<0.20	-	-

MW-19		
Aug	Sep	Oct
10.4	-	-

EPA MW-39A		
Aug	Sep	Oct
<0.20	-	-

MW-25		
Aug	Sep	Oct
57.5	-	-

EPA MW-59A		
Aug	Sep	Oct
<0.20	-	-

MW-17		
Aug	Sep	Oct
<0.20	-	-

EPA MW-45A		
Aug	Sep	Oct
<0.20	-	-

EPA MW-44A		
Aug	Sep	Oct
<0.20	-	-

EPA MW-40A		
Aug	Sep	Oct
<0.20	-	-

EPA-MW-26A		
Aug	Sep	Oct
27.2	-	-

EPA MW-35A		
Aug	Sep	Oct
0.57	-	-

EPA-MW-12A		
Aug	Sep	Oct
<0.19	-	-

EPA MW-11A		
Aug	Sep	Oct
13	27	20

EPA MW-47A		
Aug	Sep	Oct
142 (137)	136	170

MW-15		
Aug	Sep	Oct
9.1	8.9	9.1

EPA MW-56A		
Aug	Sep	Oct
23.3	-	-

EPA MW-46A		
Aug	Sep	Oct
<0.19	-	-

EPA MW-41A		
Aug	Sep	Oct
<0.20	-	-

MW-12		
Aug	Sep	Oct
250	290	210

MW-13		
Aug	Sep	Oct
<0.20	-	-

EA-05		
Aug	Sep	Oct
71.3	76.5	54.8

EPA MW-57A		
Aug	Sep	Oct
<0.19	-	-

EPA MW-36A		
Aug	Sep	Oct
0.62	-	-

EPA MW-13A		
Aug	Sep	Oct
1,070 (1,080)	340	125

EPA MW-48A		
Aug	Sep	Oct
352 (366)	233	294

MW-18		
Aug	Sep	Oct
94.5	-	-

EXPLANATION

- Monitoring well location
- Production well location
- Extraction well location
- Injection well location

Sep — Sample Date (Month)

20 — TCE concentration in µg/L by EPA Method 8260B.

Notes: Duplicate samples in parentheses. Results in Red are in excess of 5 µg/L. Results in Blue are less than 5 µg/L.

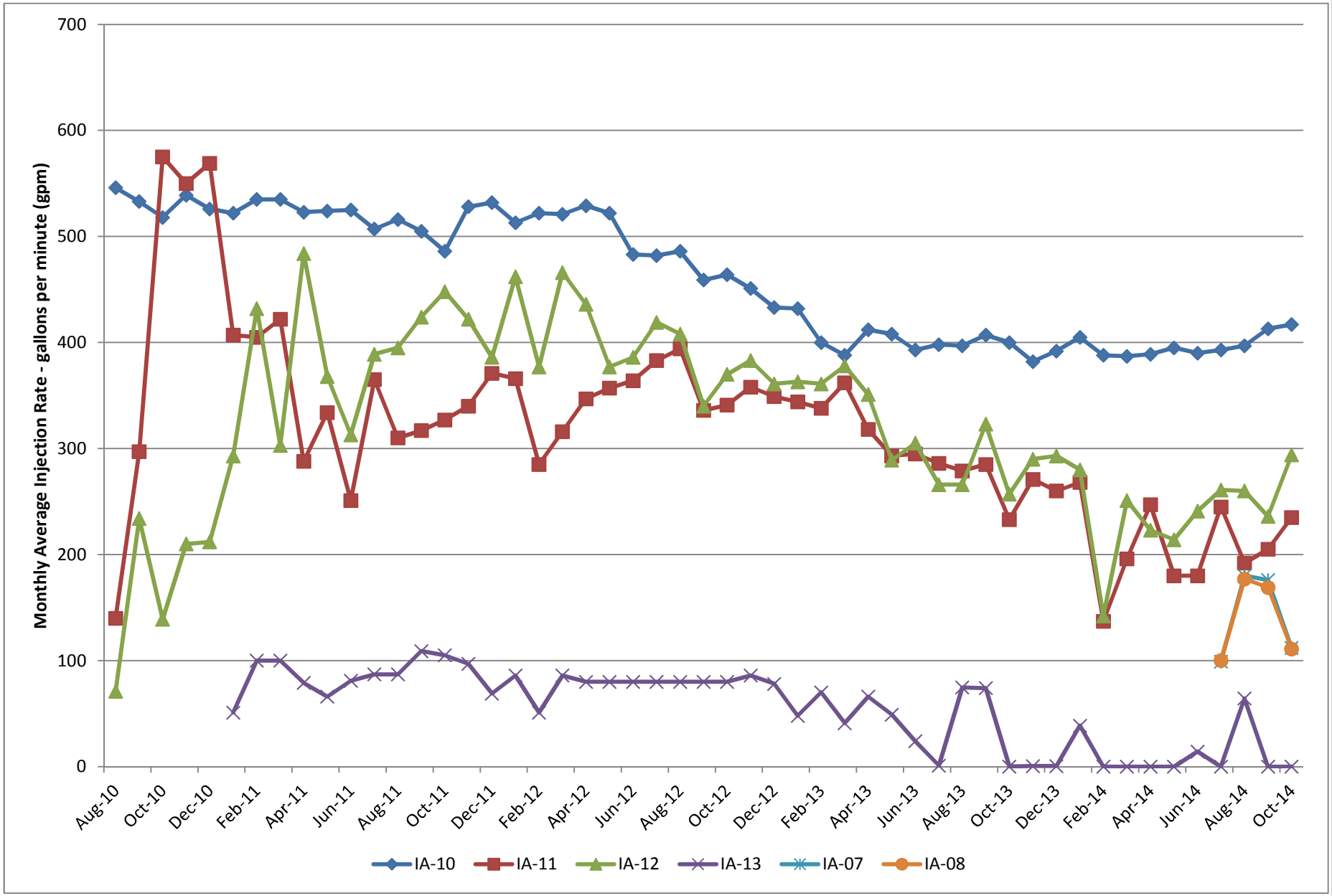
N

Recent Analytical Results
PGA-North Site

Goodyear, Arizona

Figure 1

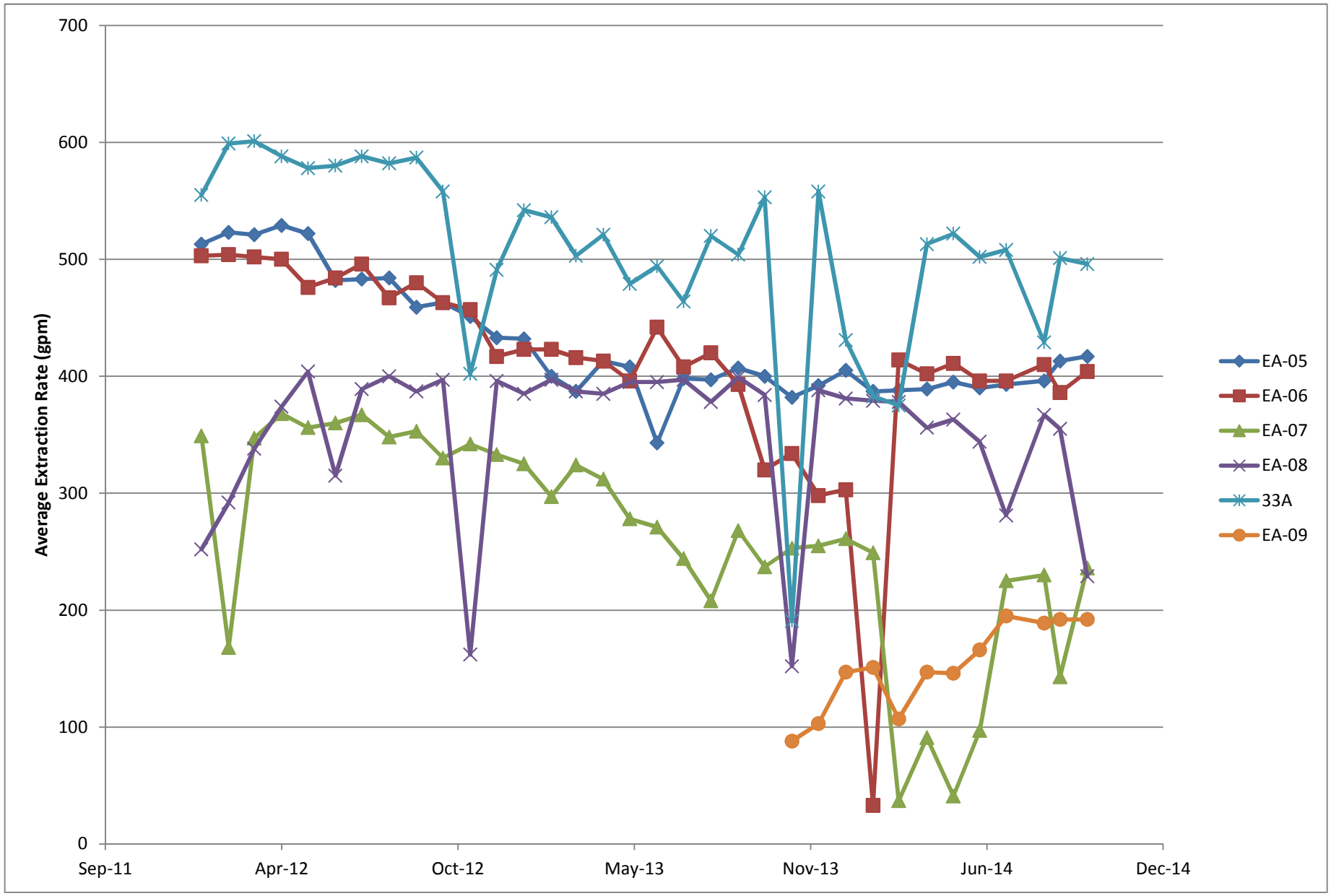
CLEAR CREEK ASSOCIATES



CLEAR CREEK ASSOCIATES

PGA-North Average Injection Rates

Approved	Date	Author	Date	File Name	Figure
TRS		GJM	11/26/14	Injection Rates_2	2



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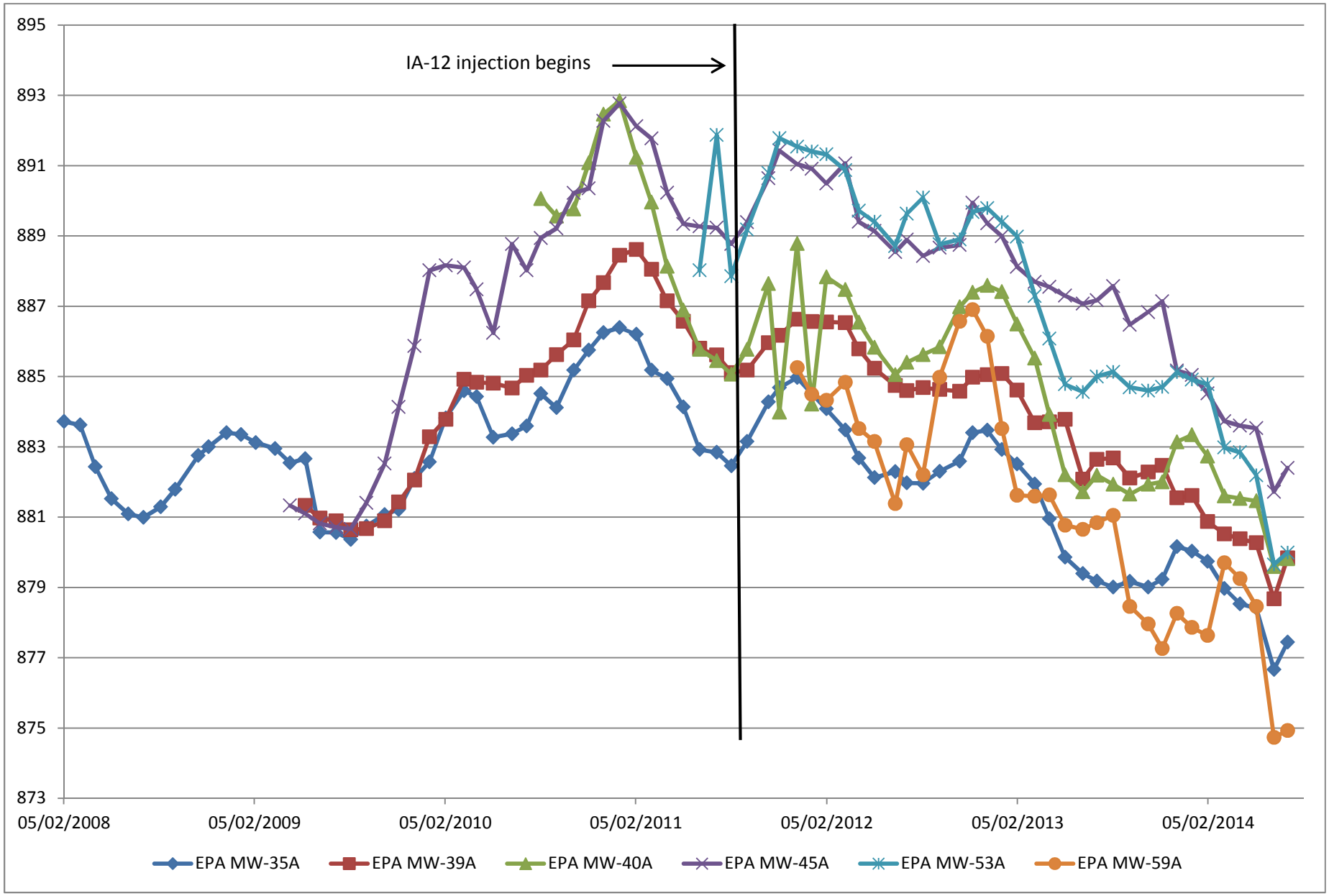
PGA-North Avereage Extraction Rates

Approved	Date	Author	Date	File Name	Figure
TRS		GJM	11/26/14	Injection Rates_2	4



CLEAR CREEK ASSOCIATES

Groundwater Elevations in Monitor Wells Near IA-12

Approved	Date	Author	Date	File Name	Figure
TRS		GJM	11/26/14	Injection Rates_2	3

Dear Mayor Schoaf and Mr. Crossman,

In accordance with the agreement between the City of Litchfield Park and Crane Co., please find relevant portions of the October 2014 Groundwater Monthly Report and Remediation System Performance Summary as it pertains to the northeast and northwest portions of the Subunit A trichloroethylene (TCE) plume associated with the Phoenix-Goodyear Airport-North (PGA-North) Superfund Site in Goodyear, Arizona.

The northeast area Subunit A TCE plume groundwater remediation systems consist of three groundwater extraction wells (EA-05, EA-06, and EA-07), and six groundwater injection wells (IA-10, IA-11, IA-12, IA-13, IA-14, and IA-15). These remediation systems were installed to remove TCE mass from groundwater, maintain an effective hydraulic barrier west of Dysart Road, protect the water supply wells in the area, reduce TCE concentrations in the area, and ultimately restore the Subunit A aquifer. The groundwater pumped from extraction well EA-05 is treated at the EA-05 groundwater treatment system (GTS) and re-injected into injection well IA-10. Similarly, the groundwater pumped from extraction wells EA-06 and EA-07 is treated at the EA-06 GTS and re-injected into injection wells IA-11, IA-12, IA-13, and IA-15. Injection wells IA-11 and IA-12 came online in August 2010, injection well IA-13 came online in January 2011, and injection well IA-15 came online August 2014. Injection well IA-14 is installed and connected to the system, but currently is not being used due to the effective hydraulic barrier that is currently being provided by primarily injection wells IA-11, IA-12, and IA-15.

The northwest area Subunit A TCE plume groundwater remediation systems consist of two groundwater extraction wells (33A and EA-08) and two GTS's (33A GTS and EA-08 GTS). Extraction well 33A came on line in 1997, and extraction well EA-08 came on line in December 2011. The treated water from the 33A GTS is used for irrigation by the Palm Valley Lakes Golf Course, or is discharged to the Roosevelt Irrigation District (RID) canal. Treated water from the EA-08 GTS is conveyed to injection wells IA-07 and IA-08, to provide a hydraulic barrier in the northwest area, protect water supply wells, and reduce the size of the plume.

The average groundwater extraction and injection rates for the northeast and northwest area remediation system wells during October 2014 are summarized below:

Northeast Area

- EA-05 – 417 gallons per minute (gpm)
- EA-06 – 404 gpm
- EA-07 – 236 gpm
- IA-10 – 417 gpm
- IA-11 – 235 gpm
- IA-12 – 294 gpm
- IA-13 – 0 gpm
- IA-15 – 65.2 gpm

Northwest Area

- EA-08 – 229 gpm
- 33A – 496 gpm
- IA-07 – 112 gpm
- IA-08 – 111 gpm

A. Treatment Systems and TCE Mass Removal

EA-05 GTS
During this reporting period, approximately 21.0 million gallons (Mgals) of groundwater was extracted and treated at the EA-05 Groundwater Treatment System (GTS); removing 9.6 pounds of TCE.

EA-06 GTS
During this reporting period, approximately 32.2 Mgals of groundwater was extracted from extraction wells EA-06 and EA-07, and treated at the EA-06 GTS; removing 21.0 pounds of TCE.

EA-08 GTS
During this reporting period, approximately 11.5 Mgals of groundwater was extracted and treated at the EA-08 GTS; removing 4.3 pounds of TCE.

33A GTS
During this reporting period, approximately 25.0 Mgals of groundwater was extracted and treated at the 33A GTS; removing approximately 6.3 pounds of TCE.

B. Northeast Area Subunit A Groundwater Quality and Plume Extent

The August/October 2014 analytical results indicate that the northeast portion of the Subunit A TCE plume continues to be delineated by monitor wells EPA MW-18A, EPA MW-30A, EPA MW-31A, EPA MW-34A, EPA MW-35A, EPA MW-36A, EPA MW-39A, EPA MW-40A, EPA MW-41A, EPA MW-43A, EPA MW-45A, EPA MW-52A, EPA MW-53A, EPA MW-54A, and EPA MW-55A, EPA MW-59A, EPA MW-60A, and EPA MW-61A (Figure 1). Groundwater samples collected from these wells continue to exhibit TCE concentrations that are either below the laboratory detection limit or are less than the USEPA MCL of 5 µg/L.

In the IA-12 area, since injection of treated groundwater commenced in August 2010, TCE concentration trends for key performance monitor wells continue to indicate that the Subunit A plume has reduced in size. For example:

- Historically TCE concentrations in EPA MW-35A, (Figure 2) typically peaked during the winter and spring months in response to rising groundwater levels related to the reduced pumping schedules from local irrigation and supply wells. In February 2010, TCE was reported at a concentration of 48 µg/L in EPA MW-35A. However, since the injection of treated water began into injection wells IA-12 and IA-13, TCE concentrations have been reduced by an order of magnitude in this well, and continue to remain low; the most recent (August 2014) TCE concentration for this well was identified as 0.57 J µg/L.
- In IR-34B TCE was reported at a concentration of 180 µg/L in July 2009. However since the initiation of injection of treated water into wells IA-11, IA-12, and IA-13, TCE concentrations have been reduced. The most recent (October 2014) TCE concentration for this well is 5.1 µg/L.
- In monitor wells EPA MW-39A, EPA MW-40A, EPA MW-41A, EPA MW-45A, EPA MW-55A and EPA MW-59A the most recent (August 2014) TCE concentrations have remained below the laboratory detection limit of 0.20 µg/L.

Similarly, in the area of injection well IA-11, TCE concentrations have decreased in monitor wells EPA MW-30A, EPA MW-43A, and EPA MW-54A. For example:

- In monitor well EPA MW-30A, concentrations have decreased from 29 µg/L in August 2010 to 1.6 µg/L (below the MCL) in October 2014;
- In monitor well EPA MW-43A, concentrations have decreased from 6.3 µg/L in August 2010 to 0.51 J µg/L (below the MCL) in August 2014.
- In monitor well EPA MW-54A, concentrations have decreased from 28 µg/L in October 2010 to non-detectable (<0.20 µg/L and below the MCL) in August 2014 (Figure 2).

The TCE concentration trends for northeast area wells continue to demonstrate that the plume in this area is defined and has continued to decrease in size as a result of the extraction operations at EA-05, EA-06, and EA-07 and the reinjection of treated groundwater into injection wells IA-10, IA-11, IA-12, IA-13, and IA-15.

C. <u>Northwest Area Subunit A Groundwater Quality and Plume Extent</u>

The August/September 2014 analytical results indicate that the northwest portion of the Subunit A TCE plume continues to be delineated by monitor wells MW-17, EPA MW-17A, EPA MW-20A, EPA MW-21A, EPA MW-32A, EPA MW-37A, and MW-24 (Figure 1). Groundwater samples collected from these wells continue to exhibit TCE concentrations that are either below the laboratory detection limit or are less than the USEPA MCL of 5 µg/L.

In the EA-08 GTS area, since the startup of Extraction well EA-08 in December 2011, TCE concentrations in key performance monitor well (EPA MW-50A) continue to indicate TCE mass in the area has been reduced. For example:

- In sentinel monitor well EPA MW-50A, TCE concentrations have decreased from 19 µg/L in October 2010 to 5.3 µg/L in October 2014 (Figure 1).

In the 33A GTS area, northwest area sentinel wells continue to indicate that the plume is defined to concentrations less than the laboratory reporting limit, with the exception of one monitor well, EPA MW-51A.

- In monitor well EPA MW-51A, TCE concentration was 5.6 µg/L in October 2014 (Figure 1). As the injection of treated water to injection wells IA-07 and IA-08 continue, TCE concentrations in this well are expected to be reduced.
- In interior monitor well MW-16, the October 2014 TCE concentration was 48.3 µg/L (Figure 1). Due to the interior location of the well, the aquifer dynamics in this area, and the historic high TCE mass in the area, TCE concentrations may occasionally spike in MW-16 as shown in Figure 3.

D. <u>Groundwater Elevations and Flow Directions</u>

<u>Northeast Area</u>

The October 2014 groundwater elevations in key northeast area monitor wells (EPA MW-30A, EPA MW-34A, EPA MW-35A, EPA MW-39A, EPA MW- 43A, EPA MW-45A, EPA MW-54A, and EPA MW-55A) continue to indicate an effective hydraulic barrier and groundwater mound west of Dysart Road that is maintained by the injection of treated groundwater into injection wells IA-11, IA-12, IA-13, and IA-15 (Figure 4 and Figure 5). Additionally, groundwater elevations and flow vectors calculated for October 2014 continue to demonstrate that the operation of the extraction and injection wells in this area are maintaining groundwater flow directions away from the Litchfield Park and COA water supply wells in the area and toward extraction wells EA-06 and EA-07 (Figure 6).

Northwest Area

In the northwest area, the extraction operations at 33A and EA-08 are the dominant potentiometric feature. Based on flow vectors the capture zone from 33A extends to the east past monitor well EPA MW-42A (Figure 6). Based on the flow vectors from EA-08 the capture zone extends to the north to just south of EPA MW-50A and to the southwest to EPA MW-38A, and to the northeast near EPA MW-18A. The small gap in hydraulic capture that had previously existed between extraction wells 33A and EA-08 has been eliminated by the injection of treated water into IA-07 and IA-08.

E. Activities Planned for December 2014

- Continued operation and maintenance of the existing treatment systems.
- Monthly groundwater sampling and water level measurements of key performance and plume delineation monitor wells north of I-10.
- Continue to evaluate water levels, TCE concentrations, and groundwater flow directions in the northeast area. Make flow rate adjustments to the injection wells as necessary to maintain hydraulic control and protect water supply wells.
- Monitor and evaluate the mounding from the injection of treated water from extraction well EA-08 to new injection wells IA-07, and IA-08.

Please feel free to give me a call if you have any questions.

Regards,

Harry Brenton, RG
Director of Hydrogeological Services

Matrix New World Engineering, Inc.
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Goodyear, AZ, 85338
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C. 480.322.1474

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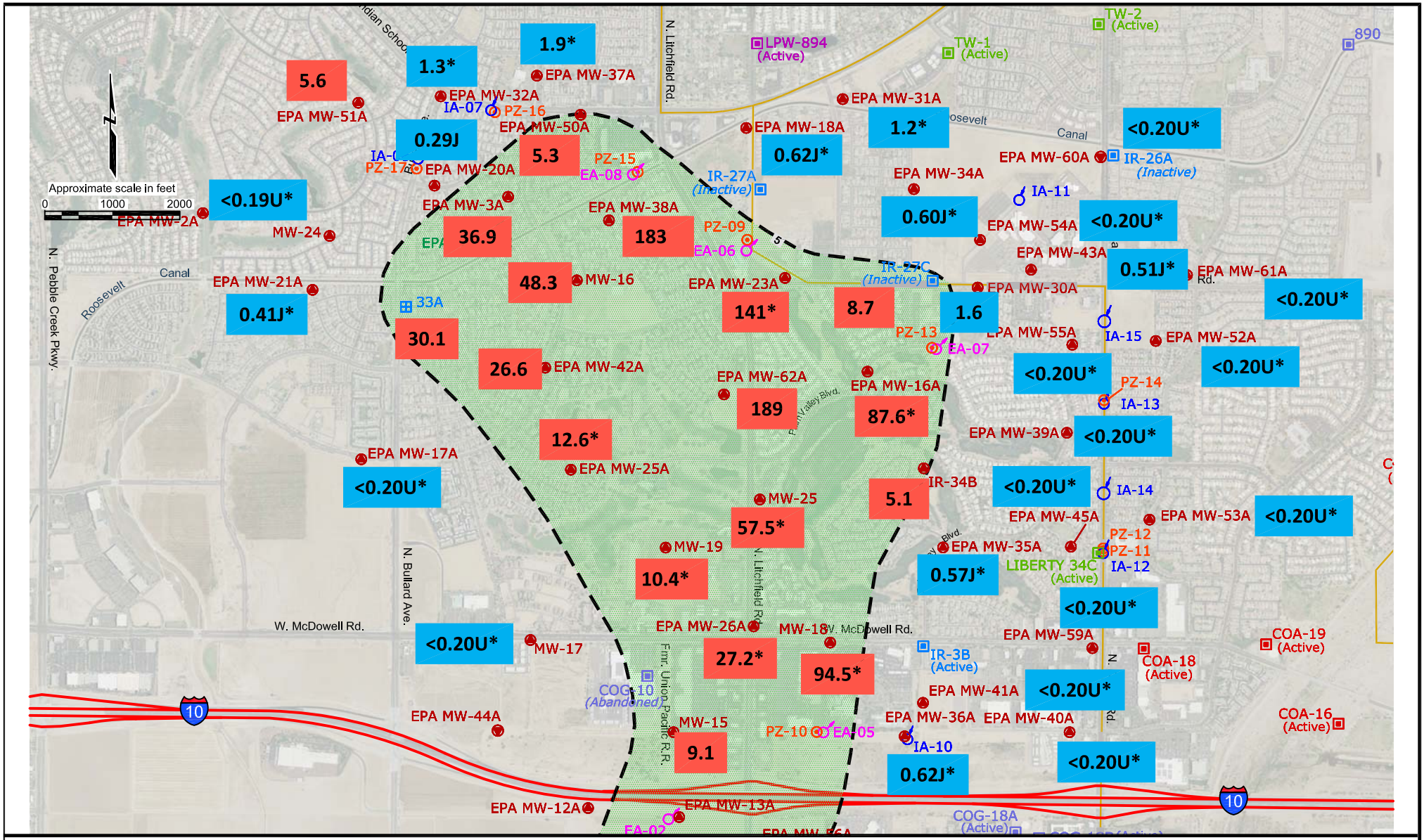

Explanation

— 5 — Isocontour showing TCE concentration in µg/L. dashed where inferred. Based on October data.

0.20U — TCE Concentration < 5 µg/L

9.9 — TCE Concentration ≥ 5 µg/L

* Indicates August 2014 TCE Concentration

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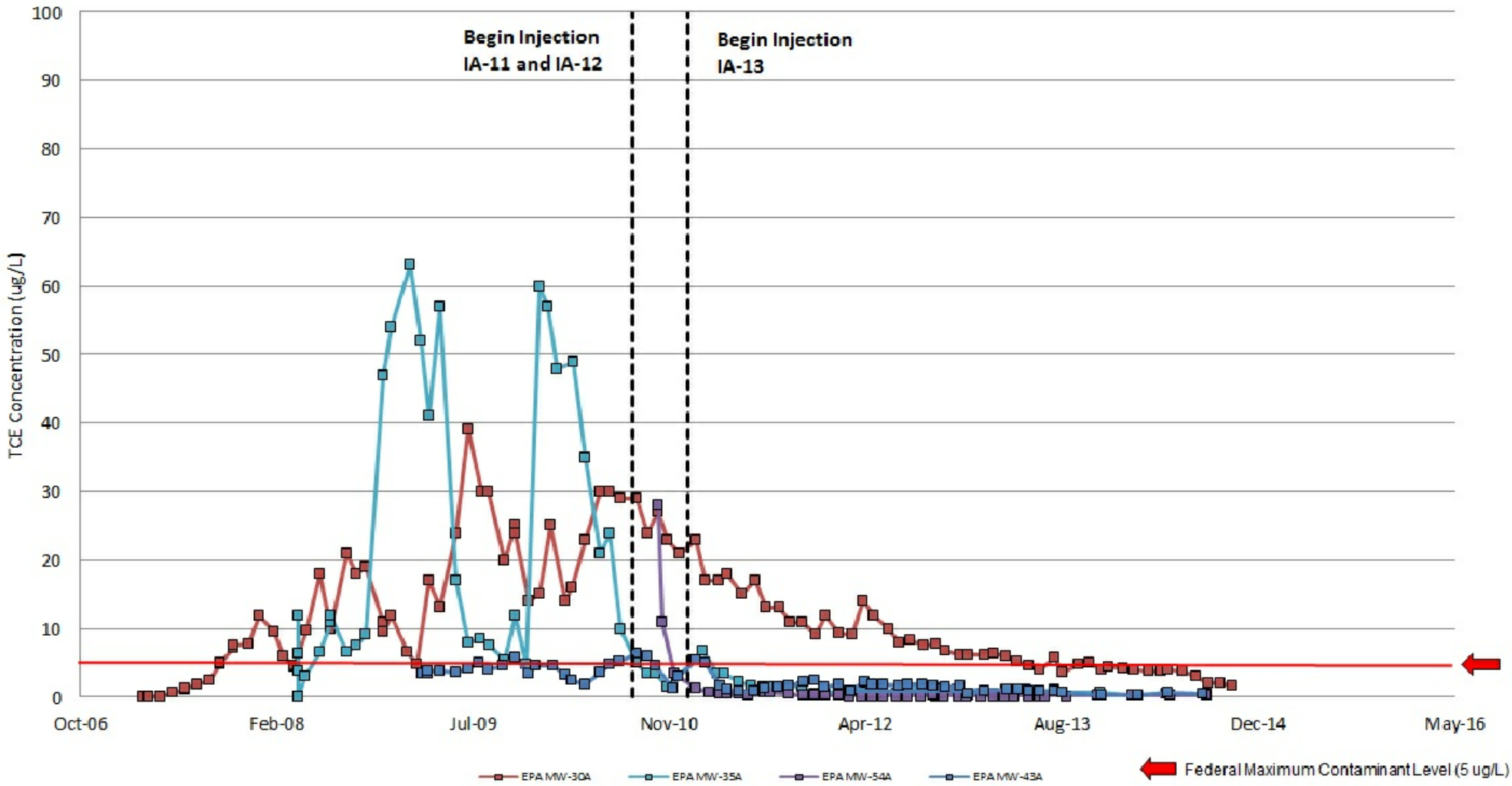
SUBUNIT A TCE CONCENTRATIONS and GROUNDWATER CONTOURS NORTH OF I-10
OCTOBER 2014

DRAWN BY:	DESIGNED BY:	APPROVED BY:	PROJECT NUMBER:
AH	AH	HB	14-100E
DATE: 11-22-14	DATE: 11-22-14	DATE: 11-22-14	SCALE: 1" = 2000'

FIGURE NUMBER:

1

TCE Concentrations EPA MW-30A, EPA MW-35A, EPA MW-43A, and EPA MW-54A
Phoenix-Goodyear Airport-North
Goodyear, AZ



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TCE TREND GRAPHS-PERFORMANCE MONITOR WELLS - SUBUNIT A NORTHEAST AREA

DRAWN BY:	DESIGNED BY:	APPROVED BY:	PROJECT NUMBER:
AH	AH	HB	14-100E
DATE: 11-24-14	DATE: 11-24-14	DATE: 11-24-14	SCALE: NONE

FIGURE NUMBER: 2

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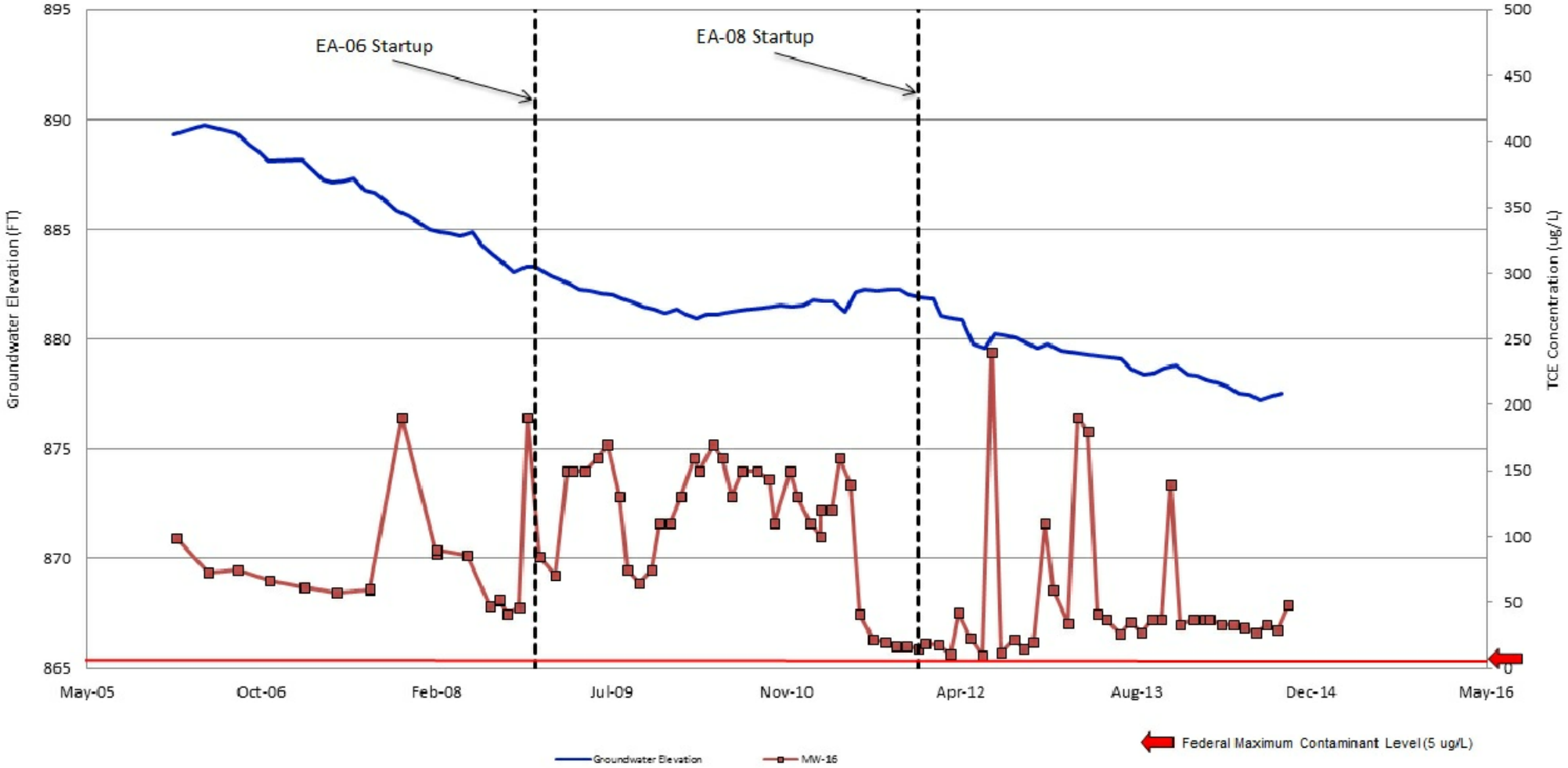
MW-16 GROUNDWATER LEVELS and TCE CONCENTRATIONS (2006 - 2014)
Phoenix-Goodyear Airport-North
Goodyear, AZ



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GROUNDWATER ELEVATION & TCE CONCENTRATION TRENDS
MW-16

DRAWN BY:	DESIGNED BY:	APPROVED BY:	PROJECT NUMBER:
AH	AH	HB	14-100E
DATE:	DATE:	DATE:	SCALE:
11-24-14	11-24-14	11-24-14	NONE

FIGURE NUMBER:
3

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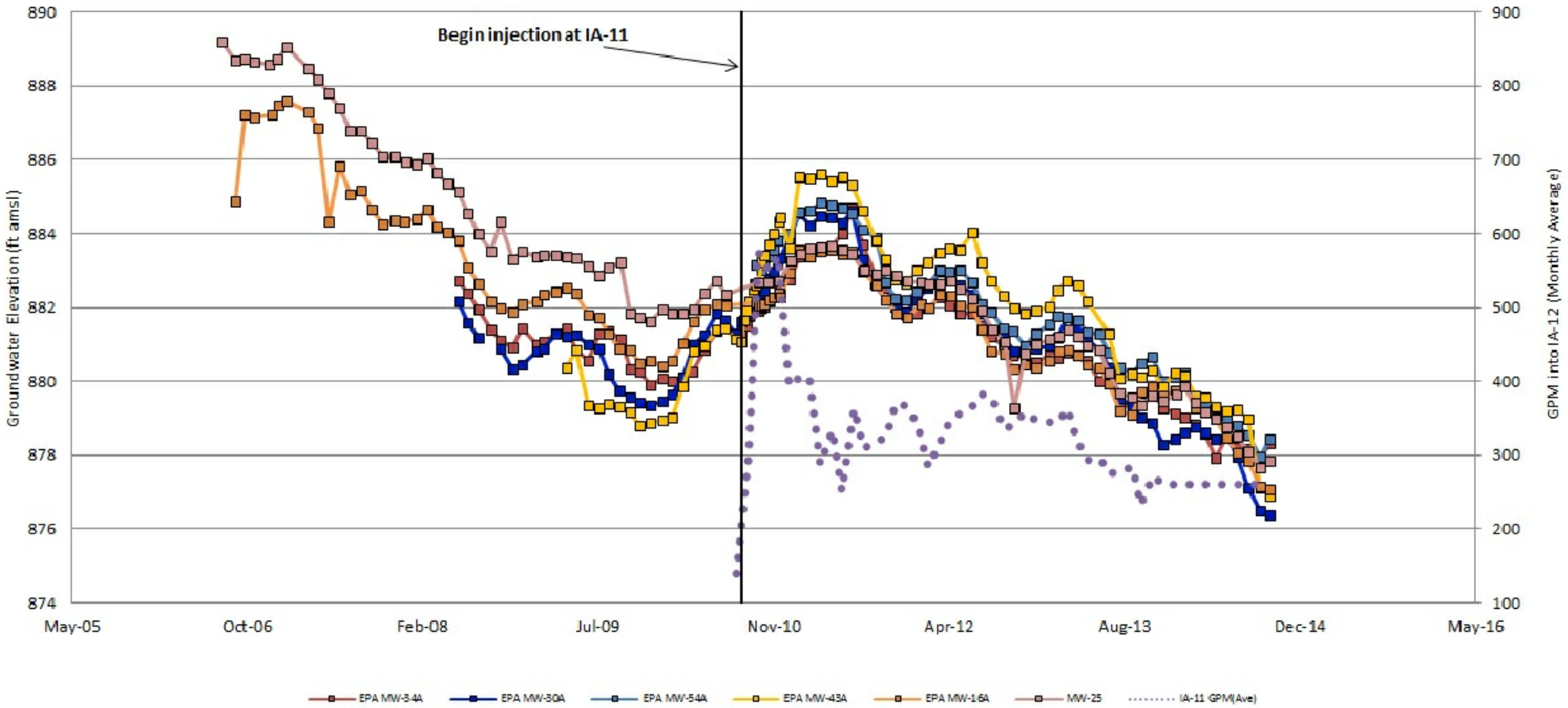
Hydrograph - IA-11 Area Wells
Phoenix-Goodyear Airport-North
Goodyear, AZ



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NE AREA SUBUNIT A GROUNDWATER ELEVATION TRENDS
INJECTION WELL IA-11 AREA

DRAWN BY:	DESIGNED BY:	APPROVED BY:	PROJECT NUMBER:
AH	LM	HB	14-100E
DATE: 11-24-14	DATE: 11-24-14	DATE: 11-24-14	SCALE: NONE

FIGURE NUMBER:
4

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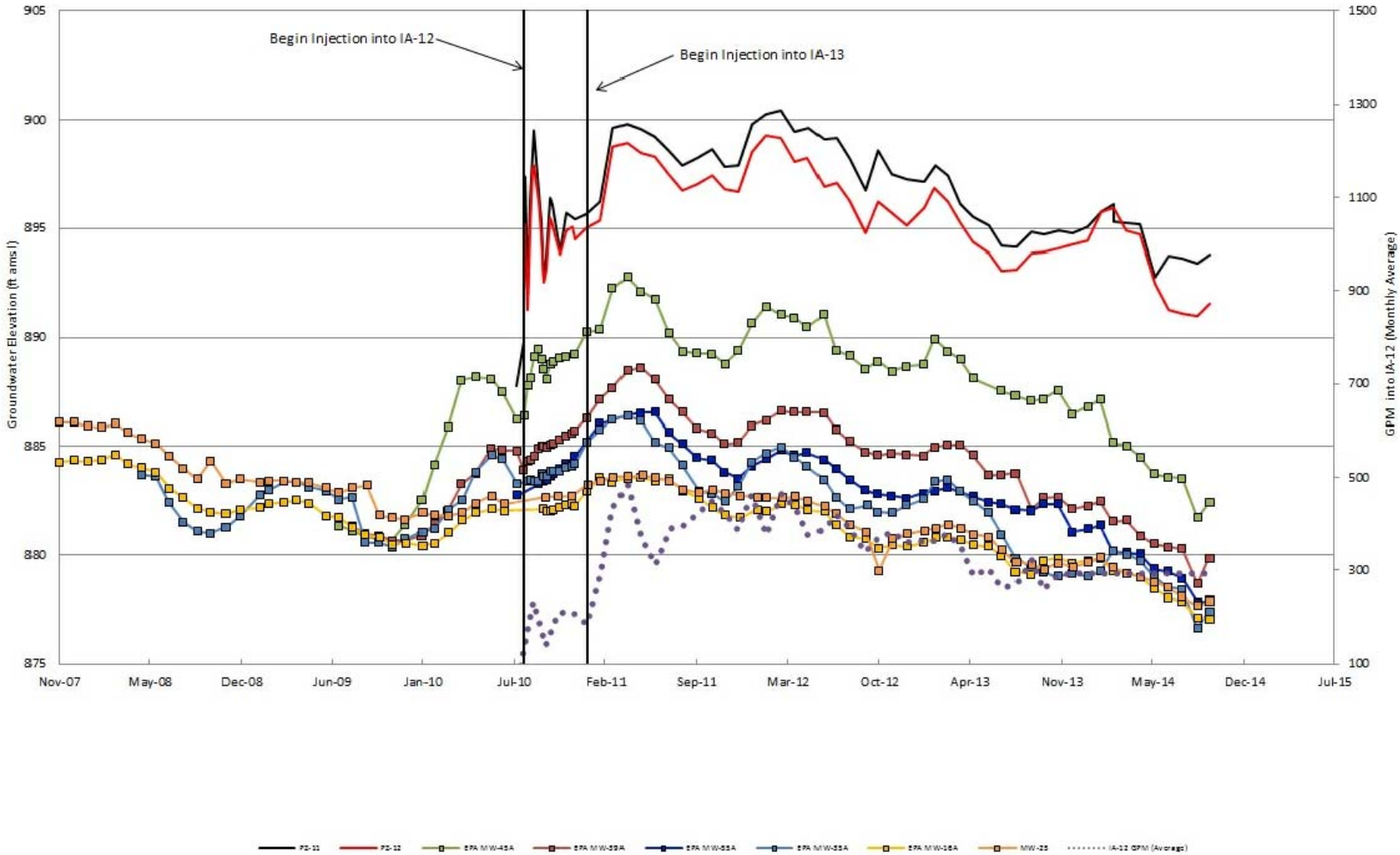
Hydrograph - IA-12 and IA-13 Area Wells
Phoenix-Goodyear Airport-North
Goodyear, AZ



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NE AREA SUBUNIT A GROUNDWATER ELEVATION TRENDS
INJECTION WELL IA-12 and IA-13 AREA

DRAWN BY:	DESIGNED BY:	APPROVED BY:	PROJECT NUMBER:
AH	LM	HB	14-100E
DATE: 11-24-14	DATE: 11-24-14	DATE: 11-24-14	SCALE: NONE

FIGURE NUMBER:
5

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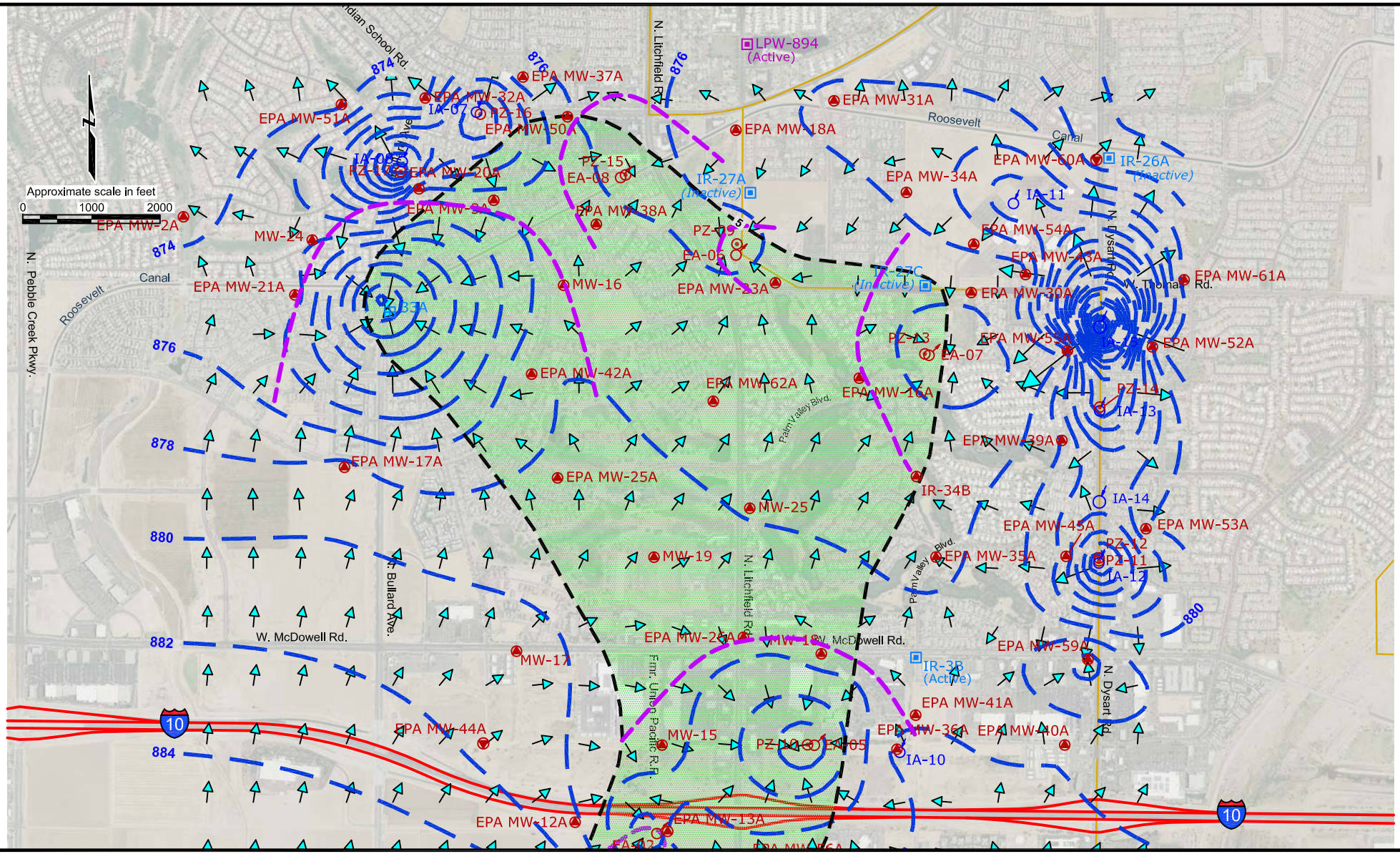

Explanation

882 — Potentiometric Isocontour showing groundwater elevation in feet above MSL; dashed where inferred

— 5 — Isocontour showing TCE concentration in µg/L. dashed where inferred. Based on October 2014 data.

Groundwater Flow Vector based on potentiometric surface

Inferred Capture Zone

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SUBUNIT A GROUNDWATER CONTOURS AND FLOW VECTORS NORTH OF I-10 OCTOBER 2014

DRAWN BY:	DESIGNED BY:	APPROVED BY:	PROJECT NUMBER:
AH	AH	HB	14-100E
DATE: 11-20-14	DATE: 11-20-14	DATE: 11-20-14	SCALE: 1" = 2000'

FIGURE NUMBER: 6

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LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 769

County: LITCHFIELD PARK CITY COURT Report Month/Year: November 2014

CRIMINAL TRAFFIC

	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	9	2	8	19
Filed	0	0	2	2
Transferred In	0	0	0	0
SUBTOTAL	9	2	10	21
Transferred Out	0	0	0	0
Other Terminations	0	1	4	5
TOTAL TERMINATIONS	0	1	4	5
Statistical Correction	0	0	0	0
Pending End of Month	9	1	6	16

***A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.**

TRAFFIC FAILURE TO APPEAR**

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
34	1	0	35	0	1	1	0	34

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 0

CIVIL TRAFFIC

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Default Judg-ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
96	36	0	132	0	2	51	53	0	79

Civil Traffic Hearings Held: 2

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04
(Part of Civil Traffic Above)

Filed 0 Trans In 0 TOTAL 0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 769 **Page 2 Processing**

County: LITCHFIELD PARK CITY COURT Report Month/Year: November 2014

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	44	0	0	44	0	2	2	0	42
Failure to Appear (Non-Traffic)	0	0	0	0	0	0	0	0	0
TOTAL	44	0	0	44	0	2	2	0	42

TRIALS HELD

Misdemeanor Court/FTA Trials Held: 0 Misdemeanor/FTA Jury Trials Held: 0

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
0	0	0	0	0	0	0	0	0

Felony Preliminary Hearings Held: 0 Felony, Misdemeanor, Criminal Traffic Initial: Appearances: 0

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	126	2	128	1	0	127
Non-Parking	1	0	1	0	0	1
TOTAL	127	2	129	1	0	128

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 769

County:

Report Month/Year: November 2014

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	0	0	0	0
Filed	0	0	0	0
Transferred In	0	0	0	0
SUBTOTAL	0	0	0	0
Transferred Out	0	0	0	0
Other Terminations	0	0	0	0
TOTAL TERMINATIONS	0	0	0	0
Statistical Correction	0	0	0	0
Pending End of Month	0	0	0	0

Small Claims Hearings Held/Defaults:

Civil Court Trials Held:

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer:

Civil Jury Trials Held:

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	0			
Harassment	0			

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection:

Injunction Against:

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0

Fugitive Complaints Filed: 0

Juvenile Hearings Held:

Search Warrants Issued: 0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 769

County: LITCHFIELD PARK CITY COURT

Report Month/Year: November 2014

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	15
Serious Violations	1
All Other Violations	138
TRAFFIC TOTAL	**154**

CRIMINAL WARRANTS OUTSTANDING

Felony	0
Misdemeanor	68
CRIMINAL TOTAL	**68**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376

Craig Pinz
Signature of the Judge/Magistrate (or designee)

Sherry Schantz
Name of Preparer

12-8-14
Date of Preparation

LITCHFIELD PARK MAGISTRATE COURT MONTHLY ACTIVITY REPORT

November 1, 2014 to November 30, 2014

	CIVIL	TRAFFIC CRIMINAL	NON-TRAFFIC	PARKING	TOTALS
CASES FILED					31
VIOLATIONS FILED	36	2	0	2	40
DISPOSTION PER VIOLATION:					
Dispositions Prior to Trial					
Guilty / No Contest Plea					0
Responsible Plea	21			1	22
Cases Dismissed					0
Total Dispositions Prior to Trial	21			1	22
Cases Dismissed After:					
Defensive Driving Course Completion	16				16
Deferred Prosecution					0
Proof of Financial Responsibility	5				5
Compliance Dismissal	1				1
Dismissed Per Plea Agreement					0
Total Dismissed After	22	0	0	0	22
Dispositions per Violation at Trial					
Guilty / Responsible	2				2
Not Guilty / Not Responsible					0
Dismissed - Deputy Failed to Appear					0
Total Dispositions at Trial	2	0	0	0	2
TOTAL DISPOSITIONS	45	0	0	1	46
CASES APPEALED					0

JUVENILE ACTIVITY:

Violations of Curfew ordinance Cases Filed	0
All Other Non-Traffic Cases Filed	0

Education and Training:

Other Court Activity:

TOTAL REVENUE	**$12,038.62**
Amount Disbursed to City of Litchfield	**$4,925.18**
Amount Disbursed to Court Enhancement	**$1,360.57**

Preparer's Signature / Date 12-8-14

Judge's Sgnature / Date 12/10/14

ECONOMIC DEVELOPMENT REPORT- DECEMBER, 2014

To: Mayor Schoaf and City Council Members
From: Jim Rumpeltes, Economic Development Director
Through: Darryl H. Crossman, City Manager
Date: December 12, 2014

Following are some activities that we performed over the past month.

Shop the Park

The Shop the Park program continues to move forward. The monthly email newsletter has gone out in April, May, June, July, September, October, November and December. We will continue to distribute promotional material and collect email addresses for the monthly email blast. We will have a table at the Christmas in the Park event. Our distribution list for emails is just short of 700 addresses.

New Businesses

The December issue of Shop the Park featured the new business, Fit Body Boot Camp. Former NFL player and Litchfield Park resident Michael Bell is the owner.

Pam and I met with a developer of a small medical facility that would like to locate on a specific piece of property in the City.

Potential Retail

- Along with other city staff and the land owner, I have worked on plans for the location of an Agri-tourism business in the City.
- I continue to work with the land owner about Fry's locating in the City.

Various Meetings

Various meetings were held with the Litchfield Park Historical Society and Midwestern University. I gave a presentation on economic development to this year's Leadership West class.

General Plan Amendments

I participated in internal and external meetings regarding the general plan amendments.

Global Leadership Summit

I will chair the Leadership West Global Leadership Summit in April and have had a number of meetings regarding this.

Intergovernmental Relations

I have started to attend the League of Arizona Cities and Towns Intergov strategy sessions. I have also started to meet with the City's legislative delegation.

United Way Campaign

I chaired this year's United Way campaign for the City.

THE CITY OF
Litchfield Park

DESIGN REVIEW BOARD/BOARD OF ADJUSTMENT UPDATE

The following item was acted on at the November 6, 2014 Design Review Board meeting:

- **201 Alegre Drive**: This applicant was seeking design approval for the relocation of the front door, a replacement and reassignment of the front window, and a small addition to the home. The front door would be oriented to face the street to make it more visible from the street and would be enhanced with the addition of two side windows. The front window would be replaced with a design that complements the style of the other front facing windows. It was noted that the changes were mostly cosmetic and the application was approved.

- **224 Laguna Drive**: Placement of solar panels on a flat roof was the subject of this application. It was noted that the home had a parapet around the roof that would screen the panels as required by Code. However, the Board expressed concern that it appeared that the parapet might not be high enough all the way around to screen the panels. The applicant noted that he had been assured that it was. The application was approved with the condition that the panels are to be screened as required by the City's Zoning Code, the height of the parapet must be at least as high as the height of the solar panels and, if it is discovered that the parapet wall is not as high as thought, the applicant may submit a revised plan that complies with the Zoning requirements to Staff for possible approval.

- **14838 W. Aldea Drive**: This application was scheduled for review at the Board's June 26 meeting. It was noted that the design plans, as submitted, did not comply with the Zoning Code solar panel requirements. The applicant was not present to provide any additional information, and the Board continued the item. Staff was asked to relay the Board's comments to the applicant. The applicant subsequently submitted revised plans that were reviewed at the Board's September meeting. The Board expressed concerns regarding the panels being located too close to the roof ridge and bottom edges. Suggestions were provided as to how the issues could be alleviated. The applicant agreed to find out if those suggested fixes were possible, and the item was continued. The applicant submitted a revised plan and this item was placed on the Board's November 6 agenda; however, the applicant was not present once again. The Board continued the item to a normal scheduled meeting date, which the applicant could choose and must be present at. However, if the applicant did not request a meeting date within 60 days, it would be deemed that the application had been withdrawn.

Prepared by Pam Maslowski

THE CITY OF
Litchfield Park

PLANNING AND ZONING COMMISSION QUARTERLY REPORT
December 17, 2014

The Commission addressed the following issues in the past quarter:

- Major General Plan Amendment Applications and Associated Rezoning and Development Agreement Applications: The Major General Plan Amendment Applications and their associated Rezoning and Development Agreement applications have consumed much of the Commission's attention this quarter. A study session was held on September 30, 2014, to review GPA #14-06, along with the associated rezoning application. On October 14, a special joint study session was held with the City's Design Review Board to study the design aspects of the rezoning applications submitted in conjunction with GPA numbers 14-01, 05, & 06. After the joint study session, the Commission held their regular meeting, at which they were presented with, and discussed, the financial impacts of each of the applications. The Commission met three times in November. A study session was held on November 19 to receive a status update and cursory review of the documents involved with each of the applications. Public hearings were held on November 18 to take public comments on each of the applications and, on November 24, the Commission made their recommendations for each of the applications.

- Wireless Communications Facility Proposed for the Wigwam Resort: A public hearing regarding a request to locate a wireless communications facility on the grounds of the Wigwam Resort had been scheduled for the Commission's September 9 meeting. At the applicant's request, the hearing was continued and then held at the Commission's October 14 meeting. The proposal included the placement of antennas on the side of two buildings on the Resort grounds, along with associated ground equipment. The application indicated the antennas would be no higher than the height of the buildings they would be located on. After holding the Public Hearing, the Commission recommended approval of the applications.

- Zoning Code Text Amendment: A Public Hearing was held at the November 18, 2014 meeting to gather public comments regarding a proposed Zoning Code text amendment that would add a new Agritourism Zoning District. The text amendment was proposed to accommodate the possibility of rezoning a portion of the property located at the northwest corner of Camelback and Litchfield Roads to the Agritourism zoning classification. At the November 24, 2014 meeting, the Commission recommended approval of the proposed amendment.

- Meeting Cancellation: The Commission's December 9, 2014 meeting was cancelled.

- Zoning Code Update:
  - Sign Code Amendment: This item was brought back before the Commission at their September 30, 2014 study session to discuss a minor change that Staff was suggesting to Council.
- Items Referred to City Council: There were no referrals.

Submitted by Pam Maslowski

CITY OF LITCHFIELD PARK COUNCIL COMMUNICATION	Aleppo Park, Little Park, Dysart Road West Side Drainage Improvements Change Order #1

TO: **MAYOR THOMAS L. SCHOAF AND MEMBERS OF THE COUNCIL**

FROM: **WOODY SCOUTTEN, CITY ENGINEER**

THROUGH: **DARRYL H. CROSSMAN, CITY MANAGER**

MEETING DATE: **DECEMBER 17, 2014**

SUBJECT: **ALEPPO PARK, LITTLE PARK, AND DYSART ROAD WEST SIDE DRAINAGE IMPROVEMENTS, CHANGE ORDER #1**

RECOMMENDED MOTION

IT IS RECOMMENDED THAT COUNCIL APPROVE CHANGE ORDER #1 FOR AN ADDITIONAL DRYWELL LOCATED AT THE CULVERT BETWEEN VERBENA STREET & SYCAMORE COURT.

BACKGROUND/DISCUSSION

On November 19, 2014 Council approved a construction contract with Visus Engineering Construction, Inc. in the amount of $279,130.00 for Aleppo Park, Little Park, and Dysart Road West Side Drainage Improvements.

At that meeting, Council was informed that subsequent to the recent storms, Staff performed an inspection of drainage problems and discovered an issue at the culvert between Verbena Street & Sycamore Court. It appears that a drywell should have been installed at this location. This Change Order is for the purpose of installing a drywell at that location.

The City of Litchfield Park has allocated funds in the 2014 fiscal year budget for drainage maintenance and repairs, installation of a drywell and related drainage improvements on the west side of Dysart Road. Funding for the installation of drywells and related drainage improvements in the parks will be from the refinancing of the bonds held by the Community Facilities District (CFD).

FINANCIAL IMPACT

Change Order #1 is based on the unit prices bid and provides a small net increase in the cost of the project.

Original contract amount	$279,130.00
Change Order #1	$ 9,752.00
New Contract Amount	**$288,882.00**

Change Order #1 will be funded from the proceeds of the refinancing of the CFD Bonds.
The new contract amount of $288,882.00 is within budget; $62,257.00 (no change) is funded in the FY 2014 Budget as a Capital Improvement Program project. The balance of $226,625.00 will be funded from the proceeds of the refinancing of the CFD Bonds.

STAFF RECOMMENDATION

It is recommended that Council approve Change Order #1 in the amount of $9,752.00.

CHANGE ORDER NO. 1

PROJECT:	ALEPPO PARK, LITTLE PARK, AND DYSART ROAD WEST SIDE DRAINAGE IMPROVEMENTS
DATE:	December 10, 2014
OWNER:	City of Litchfield Park
CONTRACTOR:	Visus Engineering Construction, Inc.
CONTRACT DATED:	
ENGINEER:	W.C. Scoutten, Inc., an EPS Group Company

CHANGES: The CONTRACT is changed as follows:

COST/TIME: Original CONTRACT SUM:	$ 279,130.00
Previously Authorized CHANGE ORDERS:	$ 0.00
CONTRACT sum prior to this CHANGE ORDER:	$ 279,130.00
CHANGE ORDER #1 Amount:	$ 9,752.00
New CONTRACT SUM:	**$ 288,882.00**

Note: Refer to the attached Construction Plan Sheets 2 and 5 of 7 for Change Order No. 1 quantities and the location of additional Drywell No. 10, dated December 3, 2014.

THE NEW CONTRACT SUM INCLUDES ALL GENERAL CONDITIONS THAT ARE APPLICABLE TO THIS CHANGE ORDER.

CONTRACT TIME will be increased by: 0 days

Approved/Accepted by:

ENGINEER:	By: _____	Date: _____
CONTRACTOR:	By: _____	Date: _____
OWNER:	By: _____	Date: _____

Not valid until signed by both CITY and ENGINEER. Signature of CONTRACTOR indicates acceptance, including CONTRACT SUM and CONTRACT TIME.

CITY OF LITCHFIELD PARK
ALEPPO PARK, LITTLE PARK, AND DYSART ROAD WEST SIDE
DRAINAGE IMPROVEMENTS

CHANGE ORDER NO. 1

BASE BID – ALEPPO PARK AND LITTLE PARK DRAINAGE IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
6	Install Drywell, Complete In-Place (Base Bid per Drywell Detail)	EA	1	$11,300.00	$11,300.00
7	Install Drywell Drilled Shaft with 6” HDPE Drain Pipe and Drainage Screen, Complete In-Place (Bid Additive per Drywell Detail)	LF	20	$18.00	$360.00
19	Install Loose Angular Rip-Rap to Match Existing Rip-Rap Size and Texture within the Park per Plan	SF	66	$12.00	$792.00
20	Trench Drain Completed In-Place per Plan	LF	18	$150.00	<$2700.00>
Total Amount of Change Order No. 1 in Numbers (Items 6, 7, 19, & 20)					**$9,752.00**

PLOTTED: 12/4/2014 6:46:19 AM

T:\Litchfield\2014 Drywell Maintenance Program\Production Drawings\Plans\PDW SHEET-02 rev.dwg 12/4/2014 6:15:37 AM Paul Miranda

GENERAL NOTES

1. ALL CONSTRUCTION TO CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) SPECIFICATIONS AND DETAILS, LATEST REVISIONS, UNLESS MODIFIED ON THE PLANS OR OR IN THE CONTRACT DOCUMENTS.
2. WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK MATERIALS NOT IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL OBTAIN A DUST CONTROL PERMIT, KEEP SUITABLE EQUIPMENT ON HAND AT THE JOB SITE FOR DUST CONTROL, AND SHALL CONTROL DUST AS DIRECTED BY THE APPROPRIATE AGENCIES.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL, HAULING AND LEGAL DISPOSAL OF ALL WASTE MATERIAL FROM PROJECT SITE, RESULTING FROM THIS CONTRACT.
5. THE CONTRACTOR SHALL OBSERVE MARICOPA COUNTY REQUIREMENTS FOR (AIR QUALITY) DUST CONTROL, ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (A.D.E.Q.) FOR EROSION CONTROL (SWPPP) AND NOTICE OF INTENT (NOI).
6. UNFORESEEN CONFLICTS DISCOVERED DURING THE COURSE OF CONSTRUCTION SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER FOR RESOLUTION.
7. CONTRACTOR'S FOREMAN SHALL BE ON THE JOB SITE AT ALL TIMES WHEN WORK IS IN PROGRESS.
8. THE CONTRACTOR SHALL PROVIDE ADEQUATE MEANS FOR CLEANING TRUCKS AND/OR OTHER EQUIPMENT.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ADJACENT STREETS ARE MAINTAINED IN A CLEAN, MUD-FREE AND DUST-FREE CONDITION AT ALL TIMES.
10. TRAFFIC CONTROL SHALL BE PROVIDED AND MAINTAINED IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION SUPPLEMENT TO M.A.G. SECTION 401 TRAFFIC CONTROL, M.A.G. UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SECTION 401, AND CITY OF LITCHFIELD PARK REQUIREMENTS. THE CONTRACTOR IS REQUIRED TO SUBMIT A TRAFFIC CONTROL AND BARRICADE PLAN TO THE CITY FOR APPROVAL. THE TRAFFIC CONTROL AND BARRICADE PLAN SHALL BE APPROVED BEFORE A PERMIT FOR THE WORK WILL BE ISSUED. THE CONTRACTOR SHALL INSTALL BARRICADING AND TRAFFIC CONTROL, AS APPROVED BY THE CITY, BEFORE WORK CAN TAKE PLACE. ALL OVERNIGHT BARRICADES SHALL BE LIT AND FUNCTIONING.
11. THE ESTIMATE OF QUANTITIES BELOW IS FOR INFORMATION ONLY. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO VERIFY ALL QUANTITIES AFFECTING HIS/HER BID AND TO BASE HIS/HER BID SPECIFICALLY UPON HIS/HER OWN VERIFIED QUANTITIES IRRESPECTIVE OF THE INFORMATION FURNISHED. THE BIDDER SHALL NOTIFY THE ENGINEER OF ANY MAJOR DISCREPANCIES IN THE QUANTITIES.

DRYWELL SPECIFICATIONS

DRYWELL DEPTHS ARE ONLY AN ESTIMATE BASED ON DATA FROM THE SURROUNDING PROJECTS. THE CONTRACTOR SHALL PROVIDE ADD AND DEDUCT CHARGES FOR TOTAL DRY WELL SHAFT DEPTHS.

DRYWELLS MUST BE DRILLED A MINIMUM OF 10 FEET INTO PERMEABLE POROUS STRATA.

USE STANDARD UTILITY CONSTRUCTION MANHOLE CONE WITH FLAT BOTTOM.

USE REINFORCED 4000 PSI CONCRETE FOR PRECAST LINER 48" INSIDE DIAMETER WITH DRAINAGE PIPE BELOW ROCKS.

USE FUSION BONDED EPOXY COATED STEEL FOR SUPPORT BRACKETS – 12 GA. MIN.

USE CLEAN WASHED ROCK 3/8" TO 1 1/2" SIZE.

USE 6 MIL. PLASTIC MOISTURE MEMBRANE PLACED TIGHTLY AGAINST CONE AND HOLE SIDEWALL.

USE MIRAFI 140N FABRIC OR EQUAL FOR DRAINAGE FABRIC. PLACE FABRIC TIGHTLY AGAINST PIPE AND LINER.

DRAIN SCREEN TO BE ROLLED 16 GA. X 0.625" MAX. SWO FLATTENED EXPANDED STEEL INJECTION FOR SCREEN. COAL TAR EPOXY COATED 96" OVERALL LENGTH SUBSTITUTE STAINLESS STEEL CLAMP – 14 GA. MIN. OR EQUAL.

INTAKE SCREEN TO BE SCHEDULE 40 0.120" MODIFIED SLOTTED WELL SCREEN WITH 32 SLOTS PER ROW / FT., 48" OVERALL LENGTH WITH TRI-C END CAP.

DEBRIS SHIELD TO BE ROLLED 16 GA. STEEL WITH VENTED ANTI-SIPHON AND INTERNAL 0.205" MAX. SWO FLATTENED EXPANDED STEEL SCREEN BY 12" IN LENGTH – FUSION BONDED EPOXY.

HOLE TO BE DRILLED IN A MANNER TO PREVENT CONTAMINATION OF PERMEABLE SOILS. 4.0' MIN. SHAFT SIZE.

OVER FLOW PIPE TO BE SCHEDULE 40 PVC MATED TO DRAINAGE PIPE AT BASE SEAL.

SUSPEND PVC PIPE DURING BACKFILL TO REDUCE CHANCE OF BREAKAGE OR BUCKLING.

CONNECTOR PIPE TO BE SCHEDULE 40 PVC.

PRECAST LINER TO BE CENTERED IN HOLE AND ALIGNED ±1/4".

USE MORTAR TO SECURE RING AND GRATE TO CONE RIM ELEVATION AND ADJUSTING RINGS.

CONTRACTOR TO REMOVE BOTH LAYERS OF FABRIC INSTALLED BY DRYWELL INSTALLER UNDER GRATE AFTER LANDSCAPING AND PAVING ARE COMPLETE.

USE HYDROPHOBIC PETROCHEMICAL SPONGE FOR ABSORBENT – MINIMUM 128 OZ. CAPACITY, STANDARD IN ALL PAVED DRAINAGE AREAS.

STABILIZE BACKFILL SHALL BE 1 SACK CLSM. BASE SEAL TO HIGH SURVIVABILITY FILTER FABRIC.

ESTIMATE OF QUANTITIES
BASE BID

ALLOWANCE FOR EXTRA WORK	1 LS	
MOBILIZATION/DEMOBILIZATION	1 LS	
TRAFFIC CONTROL	1 LS	
TESTING	1 LS	
AZPDES/SWPPP	1 LS	
CITY PERMIT	1 LS	
SAWCUT, REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK	351 SY	
SAWCUT, REMOVE AND DISPOSE OF EXISTING 24" STORM DRAIN PIPE	45 LF	
SAWCUT, REMOVE AND DISPOSE OF EXISTING 18" STORM DRAIN PIPE	4 LF	
REMOVE, SALVAGE AND REINSTALL EXISTING ANGULAR RIP-RAP	359 SF	
CONCRETE SIDEWALK PER MAG STD DTL 230	351 SF	
8" WIDE CURB PER PLAN	31 LF	
SAFETY RAIL PER MAG STD DTL 145 WITH TYPE I ANCHORAGE	30 LF	
RIP-RAP, LOOSE ANGULAR ROCK, SIZE, COLOR AND TEXTURE PER EXISTING RIP-RAP	488 SF	1
MODIFIED (DOUBLE) CATCH BASIN, TYPE 'F' PER MAG STD DTL 535 WITH BOLTED DOWN GRATE, AND GRATE SUPPORT PER ADOT STD C-15.30	4 EA	
MODIFIED (TRIPLE) CATCH BASIN, TYPE 'F' PER MAG STD DTL 535 WITH BOLTED DOWN GRATE, AND GRATE SUPPORT PER ADOT STD C-15.30	1 EA	
24" DIA DRAIN BASIN WITH BOLTED DOWN MAG 535 GRATE	1 EA	
DRYWELL, COMPLETE IN-PLACE (BASE BID PER DETAIL)	10 EA	1
DRYWELL DRILLED SHAFT WITH 6" HDPE DRAIN PIPE AND DRAINAGE SCREEN, COMPLETE IN-PLACE (BID ADDITIVE PER DETAIL)	200 LF	
6" HDPE PIPE, DUAL WALL, N-12	193 LF	
24" RGRCP PIPE, CLASS IV	22 LF	
CONCRETE COLLAR PER MAG STD DTL 505	1 EA	
18" PLUG PER MAG STD DTL 427	1 EA	
EXISTING DRYWELL LINER REPAIR PER DETAIL	4 EA	
~~TRENCH DRAIN PER PLAN~~	~~18 LF~~	1

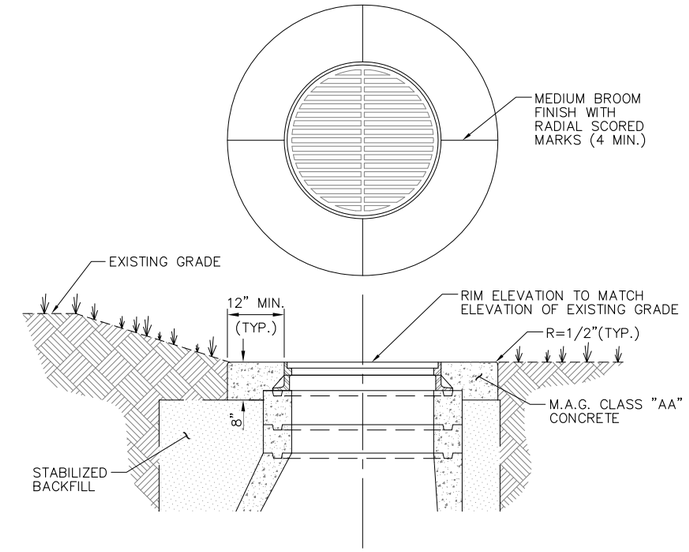
ESTIMATE OF QUANTITIES
BID ADDITIVE No. 1

DRYWELL DRILLED SHAFT WITH 6" HDPE DRAIN PIPE AND DRAINAGE SCREEN, COMPLETE IN-PLACE (BID ADDITIVE 50-FT. TO 120-FT.) PER LINEAL FOOT INSTALLED, IF REQUIRED.	1 LF

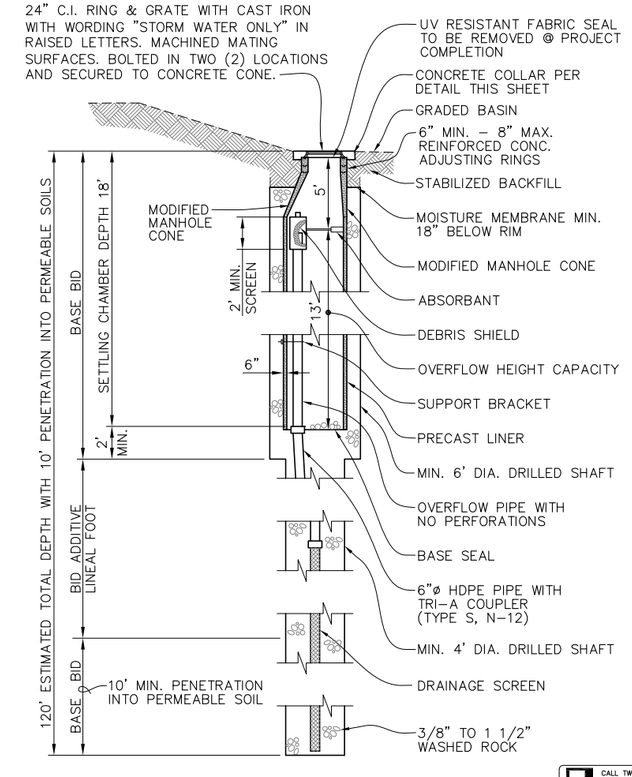
ESTIMATE OF QUANTITIES
BID ADDITIVE No. 2

DRYWELL DRILLED SHAFT WITH 6" HDPE DRAIN PIPE AND DRAINAGE SCREEN, COMPLETE IN-PLACE (BID ADDITIVE 120-FT. AND DEEPER) PER LINEAL FOOT INSTALLED, IF REQUIRED.	1 LF

△	REVSION	DATES
1.	CHANGED ORDER No.1 - REVISED QUANTITIES AND DELETED TRENCH DRAIN.	12-03-2014



CONCRETE COLLAR DETAIL
NOT TO SCALE



DRYWELL DETAIL
NOT TO SCALE

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

DATE : JULY 18, 2014
DRAWN BY : P.E.M.
DESIGN BY : R.E.C.
CHECKED BY : J.P.D.

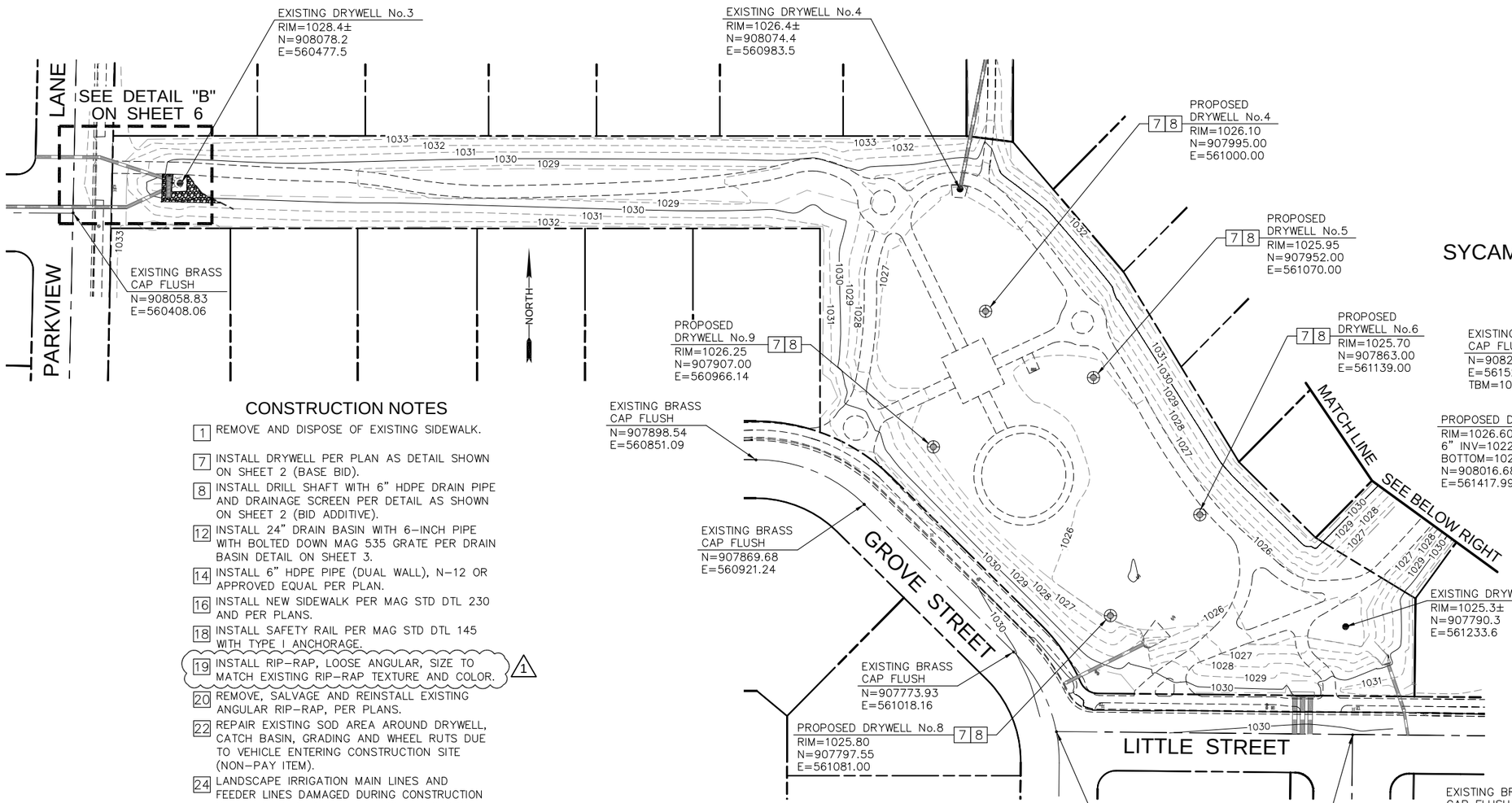
ALEPPO PARK AND LITTLE PARK DRAINAGE IMPROVEMENTS
CITY OF LITCHFIELD PARK, ARIZONA

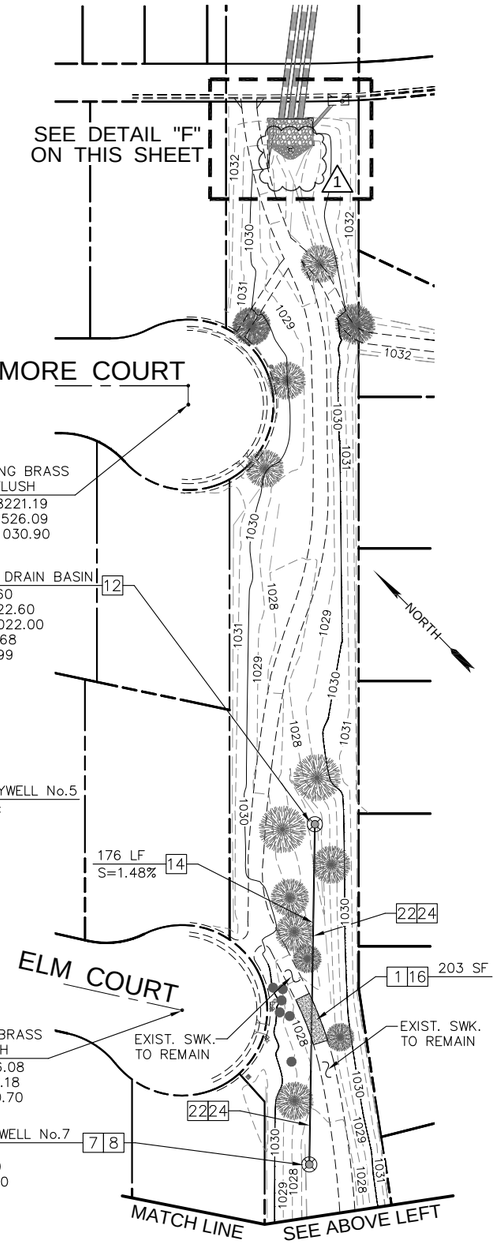
DETAILS, NOTES AND QUANTITIES SHEET

W.C.SCOUTTEN
Municipal Engineers and Planners
1626 North Litchfield Road, Suite 310, Goodyear, Arizona 85395
Office (623) 547-4661 Fax (623) 547-4662

Registered Professional Engineer (Civil) 22340 JULIUS P. DIOGENES Date Signed 7/18/14 ARIZONA U.S.A.
EXPIRES 09/30/2014

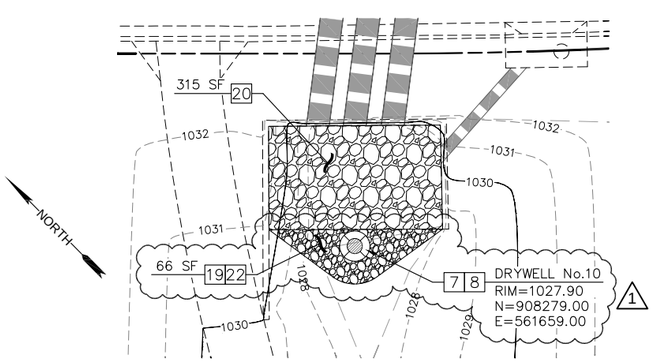
LITTLE PARK





CONSTRUCTION NOTES

1. REMOVE AND DISPOSE OF EXISTING SIDEWALK.
7. INSTALL DRYWELL PER PLAN AS DETAIL SHOWN ON SHEET 2 (BASE BID).
8. INSTALL DRILL SHAFT WITH 6" HDPE DRAIN PIPE AND DRAINAGE SCREEN PER DETAIL AS SHOWN ON SHEET 2 (BID ADDITIVE).
12. INSTALL 24" DRAIN BASIN WITH 6-INCH PIPE WITH BOLTED DOWN MAG 535 GRATE PER DRAIN BASIN DETAIL ON SHEET 3.
14. INSTALL 6" HDPE PIPE (DUAL WALL), N-12 OR APPROVED EQUAL PER PLAN.
16. INSTALL NEW SIDEWALK PER MAG STD DTL 230 AND PER PLANS.
18. INSTALL SAFETY RAIL PER MAG STD DTL 145 WITH TYPE I ANCHORAGE.
19. INSTALL RIP-RAP, LOOSE ANGULAR, SIZE TO MATCH EXISTING RIP-RAP TEXTURE AND COLOR. (1)
20. REMOVE, SALVAGE AND REINSTALL EXISTING ANGULAR RIP-RAP, PER PLANS.
22. REPAIR EXISTING SOD AREA AROUND DRYWELL, CATCH BASIN, GRADING AND WHEEL RUTS DUE TO VEHICLE ENTERING CONSTRUCTION SITE (NON-PAY ITEM).
24. LANDSCAPE IRRIGATION MAIN LINES AND FEEDER LINES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE (NON-PAY ITEM).



DETAIL "F"
SCALE: 1"=10'

	REVSION	DATES
1.	CHANGED ORDER No.1 - ADDED ONE DRYWELL WITH RIP-RAP AND REMOVED TRENCH DRAIN.	12-03-2014

0 40' 80'
SCALE: 1"=40'

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

DATE : JULY 18, 2014
DRAWN BY : P.E.M.
DESIGN BY : R.E.C.
CHECKED BY : J.P.D.

ALEPPO PARK AND LITTLE PARK
DRAINAGE IMPROVEMENTS
CITY OF LITCHFIELD PARK, ARIZONA

PLAN
SHEET

W.C.SCOUTTEN
Municipal Engineers and Planners
1626 North Litchfield Road, Suite 310, Goodyear, Arizona 85395
Office (623) 547-4661 Fax (623) 547-4662

Registered Professional Engineer (Civil)
CERTIFICATE NO. 22340
JULIUS P. DIOGENES
Date Signed 7/18/14
ARIZONA U.S.A.
EXPIRES 09/30/2014

PLOTTED: 12/4/2014 6:44:59 AM
T:\Litchfield\2014 Drywell Maintenance Program\Production Drawings\Plans\PDW SHEET-05 rev.dwg 12/4/2014 6:35:58 AM Paul Miranda

CITY OF LITCHFIELD PARK COUNCIL COMMUNICATION	Zoning Code Amendment Related to Sign Regulations

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JASON SANKS, PLANNING CONSULTANT

THROUGH: DARRYL H. CROSSMAN, CITY MANAGER

MEETING DATE: DECEMBER 17, 2014

SUBJECT: ZONING CODE TEXT AMENDMENT REGARDING SIGN REGULATIONS.

RECOMMENDED MOTION

MOTION TO APPROVE SECTION 35 OF THE CITY OF LITCHFIELD PARK ZONING CODE RELATED TO SIGNS

BACKGROUND / DISCUSSION

The purpose of the sign code is to provide standards that encourage the development and use of property within the City of Litchfield Park in harmony with the desired character of the City as well as enhancing the safety and enjoyment of travel throughout the City by the appropriate sizing and placement of signs along public streets. In addition, signs are intended to:

- Ensure that signs are integrated in the architectural design and consistent with the character of a development of building;
- Ensure that signs for multi-tenant or phased development remain consistent in terms of materials, design features, and scale; and
- Reduce the visual clutter of numerous signs placed along arterial roadways and other classifications of public streets.

Background

Sign codes and ordinances are often the most difficult section of a City's zoning ordinance to navigate. Local businesses are most often the end users and it is important that the code be readily understood by those most impacted. A sign code ultimately impacts all zoning land use designations and multiple private retail, office, social and not-for-profit businesses and organizations.

As part of the overall upgrade of the City's Zoning Code, City Staff began working with the Planning and Zoning Commission in May 2011 to amend and simplify the City's Sign Code. Overall, the Commission conducted multiple meetings to discuss and offer modifications to the current code. In general, the goal of the Commission's work was to:

- Reduce the overall volume of this section of code.
- Simplify layout and readability.
- Reduce redundancies - currently certain design criteria is repeated throughout the Sign Code for various zoning classifications.

- Recognize the unique circumstances in the Downtown and other areas of Litchfield Park as related to temporary signage and economic competitiveness.
- Enhance the appearance of wall signage in Commercial zoning districts.
- Provide for regulations related to political signs, A-Frame signs, and human sign walkers.

As the Commission's discussions evolved over the last three years, it was determined that a significant modification to the overall format of the document might reduce volume and consolidate much of the repetitive information. The proposed enhanced matrix format was the result. This format contains all the pertinent information in a much more concise form. In addition, more allowances were included to provide for more temporary sign opportunities; primarily "A-frame" signs.

The Commission conducted a Citizen's Review on August 12, 2014 and a Public Hearing on September 9, 2014. The Planning and Zoning Advisory Commission voted unanimously to recommend adoption of the new Section 35 of the City of Litchfield Park Zoning Code.

At the November 19, 2014 public hearing, the City Council requested the following change to the draft Sign Code. These include the following:

- Review and amend the provision for Real Estate Signs to ensure that only one sign would be allowed per listing agent/property owner/management company. The underlying concern was that some properties had several signs resulting in unwanted sign clutter.

FINANCIAL IMPACT

Unknown.

STAFF RECOMMENDATION

Staff recommends approval of Section 35 of the Zoning Code related to signs.

CITY OF LITCHFIELD PARK
ORDINANCE NO. 14-____

AN ORDINANCE OF MAYOR AND COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, DECLARING THE DOCUMENT ENTITLED "CITY OF LITCHFIELD PARK 2014 SIGN CODE" AS A PUBLIC RECORD; ADOPTING BY REFERENCE THAT PUBLIC RECORD KNOWN AS THE "CITY OF LITCHFIELD PARK 2014 SIGN CODE" AMENDING THE LITCHFIELD PARK ZONING CODE BY REPEALING SECTION 35 SIGNS IN ITS ENTIRETY AND ADOPTING NEW SECTION 35 SIGNS RELATED TO NEW OR REVISED DEFINITIONS FOR A-FRAME SIGN, AWNING SIGN, BANNER SIGN, BILLBOARD SIGN, BUILDING FRONT FOOTAGE, BUSINESS FRONT FOOTAGE, CITY/CHURCH/CIVIC SPECIAL EVENT SIGN, DEVELOPMENT SIGN, DRIVE-THRU/MENU BOARD, FREESTANDING SIGN, GARAGE SALE/YARD SALE SIGN, IDENTIFICATION SIGN, IDEOLOGICAL SIGN, ILLEGAL SIGN, INDIRECT LIGHTING, INTERNAL LIGHTING, LIGHTING, MULTI-FAMILY COMPLEX SIGN, MULTI-TENANT BUILDING OR COMPLEX, PERMANENT SIGN, POLITICAL SIGN, PORTABLE SIGN, PROHIBITED SIGN, PUBLIC RIGHT-OF-WAY OR R-O-W, QUASI-GOVERNMENTAL, REAL ESTATE SIGN, READER PANEL SIGN, SIGN COPY, SIGN AREA, SIGN HEIGHT, SIGN WALKER, STRUCTURAL MEMBER, SUBDIVISION SIGN, TEMPORARY SIGN, AND WINDOW SIGN; A-FRAME SIGN, ABANDONED SIGN, AWNING SIGN, BANNER, BUILDING FRONT FOOT, BUSINESS FRONT FOOT, CITY, CHURCH, CIVIC ORGANIZATION SPECIAL EVENT SIGN, DEVELOPMENT SIGN, DRIVE-THRU MENU BOARD SIGN, FREESTANDING SIGN, GRAND OPENING SIGN, IDENTIFICATION SIGN, IDEOLOGICAL SIGN, ILLEGAL SIGN, INDIRECT LIGHTING, MULTI-FAMILY COMPLEX SIGN, NONCONFORMING SIGN, OBSOLETE SIGN, OPEN HOUSE, POLITICAL SIGN, PORTABLE SIGN, PROHIBITED SIGN, PUBLIC RIGHT-OF-WAY, REAL ESTATE SIGN, READER PANEL SIGN, SIGN, SUBDIVISION SIGN, TEMPORARY SIGN, WALL SIGN, WINDOW SIGN, AND YARD SALE SIGN, AND RELATED TO GENERAL.

STANDARDS AND REQUIREMENTS FOR SIGNS INCLUDING PERMITS, PROCEDURES AND ENFORCEMENT, DESIGN AND CONSTRUCTION LIGHTING AND MOVEMENT,

LOCATION, SIZE, SETBACKS, NUMBER ALLOWED, INSPECTION, MAINTENANCE, SIGN WALKERS, COMPREHENSIVE SIGN PROGRAMS, SIGN REGULATIONS IN RESIDENTIAL, PUBLIC FACILITY, COMMERCIAL AND RESORT DISTRICTS, REQUIREMENTS FOR TEMPORARY SIGNS, MAINTENANCE OF SIGNS, PROCEDURES FOR REVOCATION OF PERMITS, REQUIREMENTS FOR POLITICAL SIGNS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the City of Litchfield Park, Arizona, as follows:

Section I. In General.

The Zoning Code of the City of Litchfield Park, Arizona shall be amended by repealing Section 35 Signs in its entirety.

That certain document known as the "City of Litchfield Park 2014 Sign Code", three copies of which shall remain on file in the office of the City Clerk, is hereby declared to be a public record.

The Zoning Code of the City of Litchfield Park, Arizona shall be amended by adopting by reference that public record entitled the "City of Litchfield Park 2014 Sign Code", which document is hereby adopted and incorporated by reference.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section III. Providing for Severability.

If any section, paragraph, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section IV. Providing for Penalties.

Any person found guilty of violating any provision of this Ordinance shall be subject to the penalties set forth in Section 8 of the Litchfield Park Zoning Code. Each day that a violation continues shall be a separate offense punishable as herein described.

PASSED AND ADOPTED by the Common Council of the City of Litchfield Park, Arizona, this _____ day of _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, MMC, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
City Attorneys
By Susan D. Goodwin

CITY OF LITCHFIELD PARK 2014 SIGN CODE

SECTION 2
DEFINITIONS

The following definitions are deleted from Subsection 2.04 Definitions:

~~**Sign** Any object, device, display, structure or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images. (See also Signs, Section 35.20(a)(35).)~~

~~**Sign, Abandoned** Any sign located on a premises when the business or activity to which it relates is no longer conducted. (See Signs, Section 35.20(a)(1).)~~

~~**Sign Area** (See Signs, Section 35.20(a)(2).)~~

~~**Sign, Billboard** A sign which directs attention to a business, commodity, service or entertainment conducted, sold or offered at a location other than the premises on which the sign is located. (See also Signs, Section 35.20(a)(4).)~~

~~**Sign, Construction** A temporary sign erected on the premises on which construction is taking place, during the period of construction. (See also Signs, Contractor or Subcontractor Sign [Section 35.20(a)(7)] and Subcontractor Sign [Section 35.20(a)(36)].)~~

~~**Sign, Directional** Signs limited to directional messages, principally for pedestrian or vehicular traffic, such as "one-way," "entrance" and "exit." (See also Signs, Directional Signs [Section 35.20(a)(9)] and Traffic Directional Signs [Section 35.20(a)(38)].)~~

~~**Sign, Nonconforming** (See Signs, Section 35.20(a)(24).)~~

~~**Sign, Temporary** Any sign regardless of construction material, which is not permanently mounted and/or is intended to be displayed for a limited period of time only. (See also Signs, Section 35.20(a)(37).)~~

SECTION 35
SIGNS

Subsections:

35.01 Purpose and Objectives
35.02 Definitions
35.03 General Requirements
35.04 Comprehensive Sign Program
35.05 Residential and Public Facility Sign Standards
35.06 Commercial Sign Standards
35.07 Resort Sign Standards
35.08 Temporary Signage
35.09 Flag Pole Requirements
35.10 Nonconforming Signs
3 Violations; Enforcement

35.01 Purpose and Objectives

The purpose of this section is to establish regulations for signs within the city to enable communication through signs consistent with the need to regulate aesthetics and avoid clutter and the protection of free speech, to protect safety of the traveling public and to promote economic development in commercial districts.

The objectives on which the provisions and specifications regulating signs are founded are:

a. Preserving the city's character, scenic appeal and uncluttered appearance
b. Adopting balanced regulations that represent a reasonable and defensible compromise between prohibiting signs altogether and proliferation of signs of all sizes, shapes and colors, particularly along major thoroughfares.
c. Encouraging the use of Comprehensive Sign Programs, where applicable, to provide flexibility that will encourage creativity and quality in signage design appropriate to the character of Litchfield Park, as well as to provide adequate identification and information, and to promote traffic safety.

35.02 Definitions

a. Terms Defined

A-Frame Sign: A temporary sign supported by its own frame in the shape of an "A" when in use, or an upside down "T"; also referred to as a "sandwich" or "tent" sign. A-Frame sign does not include signs not visible from streets or public rights-of-way.

Abandoned Sign: A sign that pertains to a business, use, time or event which no longer exists or when the purpose for which the permit for the sign was approved has been fulfilled or no longer exists.

Awning Sign: A structure often made of plastic or canvas that serves as a shelter or projection over a storefront, window, door or deck that displays the name and/or logo of a commercial business.

Banner: Any sign of lightweight fabric or similar material that is permanently or temporarily mounted to a pole or a building by a permanent or temporary frame at one or more edges. Banner includes pennants and streamers. Banner does not include national flags, state or municipal flags, or the official flag of any institution or business.

Billboard Sign: A sign which is intended to advertise a business, commodity, service, entertainment, product, or attraction sold, offered, or existing elsewhere than on the property where the sign is located. "Billboard Sign" does not include City, Church, Civic Organization Special Event Signs or Temporary Special Event Signs.

Building Front Footage: The maximum dimension of the building front measured on a straight line parallel to any fronting street.

Business Front Footage: The lineal distance of the building space occupied by the particular business measured on a straight line parallel to the face of the building in which the main entrance into that particular business is located.

City, Church, Civic Organization Special Event Sign: A temporary sign used primarily to promote a special event to be held in the City by the City, a church or civic organization.

Contractor or Subcontractor Sign: A temporary sign which identifies the firm, business, person(s), or entity responsible for the work or activity in progress at the location of the sign.

Development Sign: A temporary sign which identifies a development in progress, or one in prospect, and which displays the name of a development, the developer's name and contact information, and information regarding the designer and contractor for the site to which it is placed.

Directional Sign: A sign whose purpose is to indicate the route to be followed in traveling to the destination named on the sign.

Directory Sign: A sign whose purpose is to indicate the route to be followed to a specific business or place within a multiple-tenant commercial building or complex.

Drive-Thru/Menu Board: Reader panel sign that contains menus for a drive-thru restaurant.

Fascia: A parapet-type wall (see definition for parapet) used as part of the facade of a flat-roofed building and projecting not more than six feet from the building face immediately adjacent thereto and enclosing at least three sides of the projecting flat roof.

Freestanding Sign: A sign mounted or erected on its own self-supporting structure that is detached from any building, fence or wall.

Garage Sale/Yard Sale Sign: A sign displayed on the date when a garage sale, yard sale, moving sale, estate sale or similar event involving the occasional sale of used goods on residential property.

Grand Opening Sign: A sign introducing, promoting, and/or announcing a new business, store, shopping center, office, or an established business that has new ownership or management.

Ground Level: The finished grade of existing sidewalks or where there is no sidewalk, six inches above the street grade. In native terrain, ground level is the mean level of the area immediately around the sign.

Identification Sign: A sign that only includes the name of a business with no additional message.

Ideological Sign: A sign other than a political sign which expresses, conveys, or advocates a non-commercial message that is not related to the advertisement of any product or service or the identification of any business.

Illegal Sign: Any sign except the following:

a. A sign allowed by this section and not requiring a permit;
b. A sign allowed by this section for which a valid permit has been issued and is in force;
c. A sign whose permit renewal is delinquent for fourteen days or more.

Indirect Lighting: A source of external illumination, either to back light the sign, or located a distance away from the sign, but which is, itself, not visible from any normal position of view.

Internal Lighting: A source of illumination entirely within the sign which makes the contents of the sign visible at night by the light being transmitted through a translucent material but wherein the source of the illumination is not visible.

Lighting: The method of illuminating a sign for visibility.

Maintenance: The replacing or repairing of a part of a sign without changing the wording, location, composition, or color of said sign.

Monument Sign: A visually prominent, non-movable sign, not attached to a building, which identifies a single or multiple building development.

Multi-family Complex Sign: A monument sign used to identify name of multi-family development.

Multi-Tenant Building or Complex: A structure or structures which houses or is intended to house a variety of separate residential living units or commercial activities.

Nonconforming Sign: A sign which does not conform to the provisions of this code but which, when first constructed, was legally established.

Open House Sign: A sign inviting the public for a walk-through inspection of property which is for sale or for lease.

Parapet Wall: A wall extending above the plate line of a building.

Permanent Sign: A sign which is intended to be displayed for an indefinite or long-lasting period.

Plate Line: The point at which any part of the main roof structure first touches or bears upon an external wall.

Political Sign: A sign designed, used or intended to induce voters to vote for either the election or defeat of a candidate for nomination or election to any public office, or which identifies or expresses a position, conveys a message concerning, or advocates a position on an issue in an upcoming election and includes without limitation banners, campaign signs, posted handbills and notice of any kind.

Portable Sign: Any sign not permanently attached to the ground or other permanent structure; signs converted to A-Frames; menu and sandwich board signs; balloons used as signs; umbrellas for advertising; does not include signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

Public Right-of-Way or ROW: Land which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for or dedicated to the general public for street, highway, alley, public utility, pedestrian walkway or landscape purposes.

Quasi-Governmental: An agency or business supported by the local, county, state or federal government but managed privately; an agency or business that, by general practice, possesses some of the legal characteristics of both the government and private sectors. (E.g. a quasi-governmental health-care agency)

Real Estate Sign: A sign located at the property or premises advertising the sale, lease or rental of the property or premises upon which the sign is located.

Reader Panel Sign: An onsite sign which is designed to permit immediate change of copy.

Setback: The shortest straight line distance in feet from the nearest property or lot boundary to a main or accessory building, structure, sign, or the like located on the same property or lot.

Shingle Sign: A sign which identifies a business or activity whose front is under an extended roof (e.g. an overhang), a covered walkway, a covered porch, or the like.

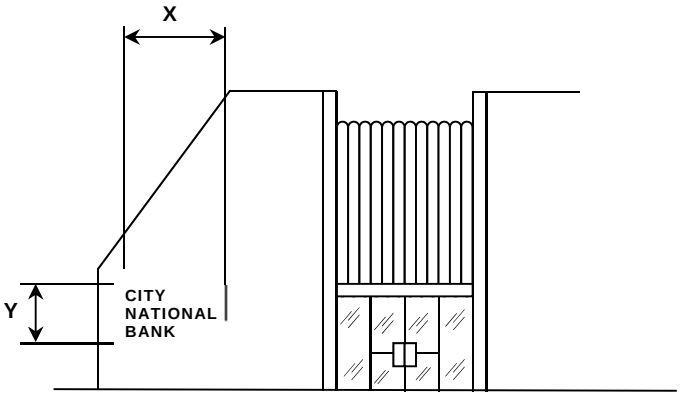
Sign Area: Sign area is the sum of the areas of all permitted signs, except directional signs, street addresses or safety signs (e.g., stop engine, no smoking). Sign area shall be measured as follows:

a. For sign copy mounted or painted on a background panel or area distinctively painted, textured or constructed, the Sign area is the area within the outside dimensions of the background panel or surface.

Example Sign Copy Area

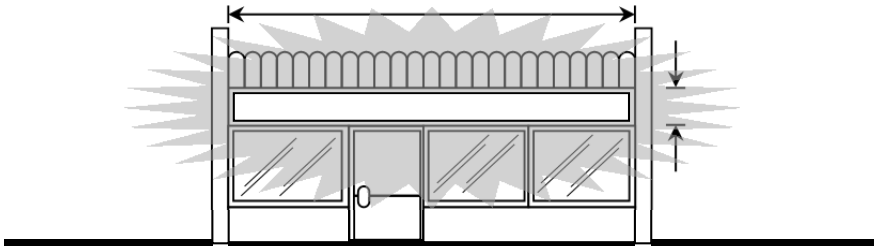
b. For sign copy consisting of individual letters and/or graphics affixed to a wall or portion of a building that has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy, the sign area is the area within the smallest rectangle that will enclose the sign copy. Sign area shall not include any architectural enhancements, decorative embellishments or support structures so long as said support structures, decorative embellishments or architectural enhancements are appropriately scaled to the size of the copy as determined by the Design Review Board and shall not extend more than two feet (2') above the height of the measurable sign area.

Example Sign Copy Area



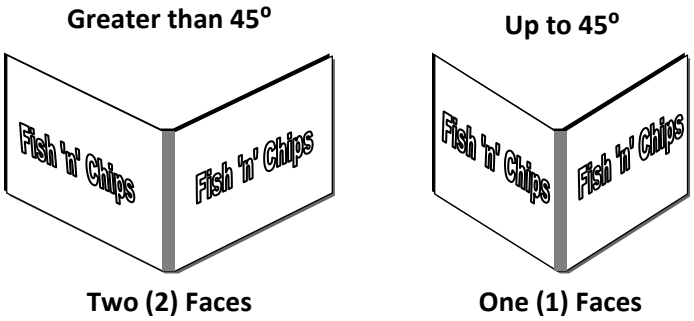
c. Unless modified as part of a Comprehensive Sign Program, for sign copy mounted or painted on an internally-illuminated sign or internally-illuminated element of a building, the entire internally-illuminated surface or architectural element that contains sign copy will be counted as sign area.

Example Illuminated Sign Copy Area



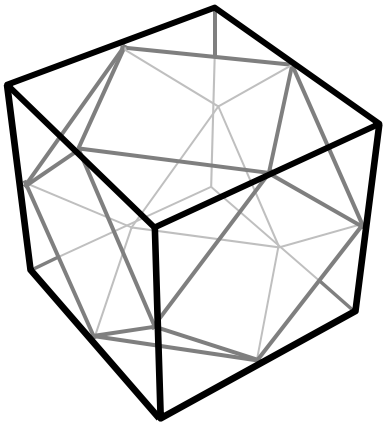
d. Unless modified as part of a Comprehensive Sign Program, number of sign faces:
1. One – Area of the single face only.
2. Two – If the interior angle between the two sign faces is forty-five (45) degrees or less, the sign area is the area of one face only; if the angle between the sign faces exceeds forty-five (45) degrees, the sign area is the sum of the areas of the two faces.
3. Three or more – For any sign containing three or more faces, the sign area shall be measured as the sum of areas of the all the sign faces.

Example Sign Copy Area



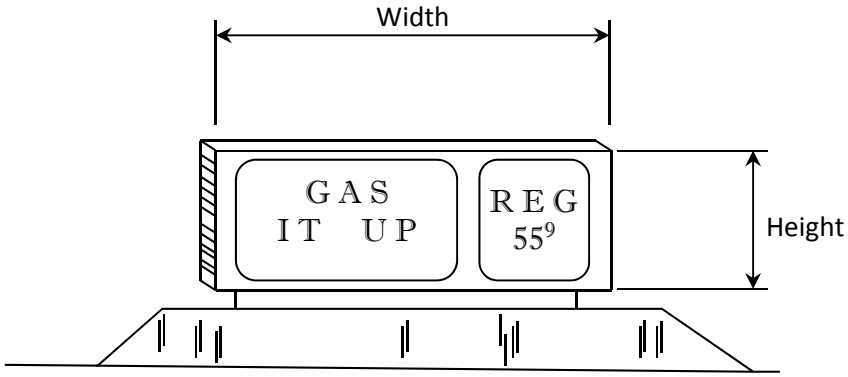
e. Unless modified as part of a Comprehensive Sign Program, three dimensional, sculptural or other non-planar signs – Sign area will be the sum of the areas of the vertical faces of the smallest polyhedron that will encompass the sign structure.

Example Dimensional Sign Copy Area



f. Unless modified as part of a Comprehensive Sign Program, signs having more than one component (e.g., a service station identification/price sign combination mounted on a common base), the sign area is the area of the rectangle enclosing all components of the sign.

Example Fuel Price Sign Copy Area



Sign Copy:

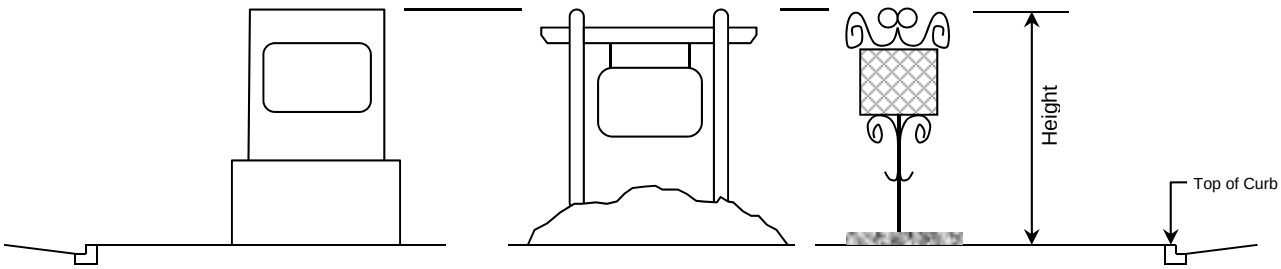
a. Any device for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public, but not including any flag, badge, or insignia of any local, state, or federal governmental agency.

b. The term "sign" shall mean and include any display of any letter, numeral, figure, emblem, picture, outline, character, announcement or means whereby the same are made visible and for the purpose of attracting attention to make anything known, whether such display be made on, attached to, or as a part of, a structure, surface or thing including, but not limited to, the ground or any rock, tree, or other natural object, which display is visible beyond the boundaries of the lot or parcel of property on or over which the display appears.

Sign Height: Sign height is defined as follows:

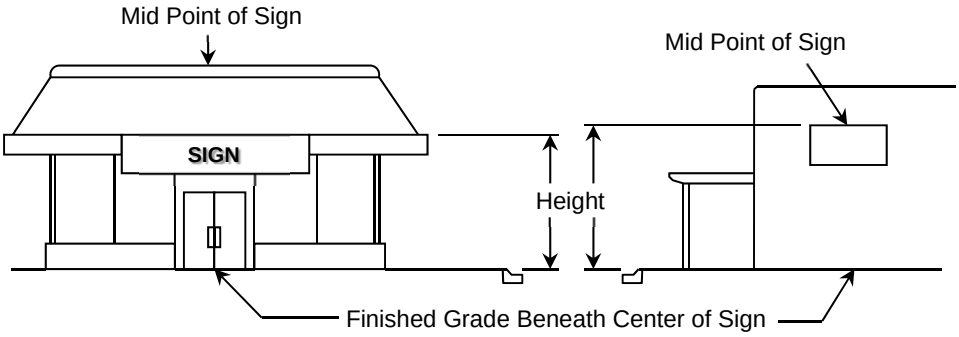
a. Freestanding Sign: Sign height is the distance from the top of the measurable sign area, to the top of curb of the public road nearest the sign, or to the crown of public road nearest the sign if no curb exists. Non-illuminated architectural embellishments may extend an additional 18" in height from the highest point of sign copy.

Example Freestanding Maximum Sign Height



b. Wall or Fascia Mounted Signs: Sign height is the distance measured from a point perpendicular to the top of the midpoint of the sign structure, to the top of the finished floor of the ground floor level directly below the midpoint of the sign.

Example Midpoint of Sign



Structural Member: A support that is a constituent part of any structure or building.

Subdivision Sign: A monument sign or individual letters mounted on a wall to identify a residential subdivision.

Temporary Sign: A sign displayed that is not permanently anchored to the ground, to a structure, or permanently affixed to a permanent sign that relates to an infrequent or sporadic activity or use. Temporary signs include, but are not limited to, open house signs, political signs, development signs, and yard sale signs.

Traffic Directional Sign: Those signs whose purpose and placement are solely to define and streamline the flow of vehicular and pedestrian traffic so as to minimize congestion and promote safety.

Umbrella Sign: A sign printed on or painted to an umbrella that identifies a business name or logo.

Wall Sign: A sign attached to, painted on or erected against a wall of a building or structure with the face of the sign in the plane of the wall or on a surface parallel to the face of the wall and which may only be used to identify the business.

Window Sign: A sign visible through and/or affixed in any manner to a window or exterior glass door that is intended to be viewable from the exterior (beyond the sidewalk immediately adjacent to the window), including signs located inside a building but visible primarily from the outside of the building.

Window Sign, Neon: An illuminated tubular neon sign, not larger than four square feet in area, visible through and/or affixed in any manner to a window or exterior glass door that is intended to be viewable from the exterior (beyond the sidewalk immediately adjacent to the window), including signs located inside a building but visible primarily from the outside of the building.

35.03 General Requirements

a. Sign Permit

A sign permit approved by the city shall be required prior to any sign, other than those specifically exempted herein, being erected, exhibited, re-erected, altered in any material way, or relocated in the city.

1. Illuminated Signs: Signs which are to be illuminated electrically shall require a separate electrical permit in conformity with the electrical code of the city.

2. Permit Exceptions: A permit is not required for the following signs or sign alterations, but all such signs and alterations shall be subject to the requirements of this section:

A. Signs expressly excepted from the requirement for a permit in this section.
B. Repainting without changing wording, composition or colors or minor nonstructural repairs except electrical repair.
C. Relocation of sign as required by city.
D. Window signs, non-illuminated, and having an area of four square feet or less.
E. One real estate signs no larger than four square feet exhibited or placed by the proprietors of properties or premises on the properties or premises advertised.

3. Permit Application and Expiration

A. To obtain a permit, the applicant shall file an application on a form furnished by the city. The application shall contain the location by street and number of the proposed signs and the name and address of the sign contractor. All applications shall be accompanied by the written consent of the owner,

lessee, agent, or trustee having charge of the property on which the sign is posted.

B. Every permit issued under this section shall expire and become null and void if the work authorized by such permit is not completed within 90 days from the date of such permit. Before such work can be recommenced, a new permit shall be obtained and the fee for the new permit shall be 1/2 of the fee required for a new permit for such work, provided no changes have been or will be made in the original plans and specifications for such work.

4. Permit Fees

Application and fees:

A. All applications for a sign permit shall be submitted with a fee established by the council.

B. The fee will be refunded to the applicant if the application for permit is denied.

5. Requirement of Plans

A. The original and one copy of plans and specifications shall be submitted with the application for each sign larger than four square feet. Such plans shall show the size of the sign, the method of attachment or support, locations and materials to be used, and the name and address of the person who designed, and set the specifications for such sign. Plans for supports for any sign subject to excessive stresses, as determined by the city engineer or building inspector, shall be accompanied by structural computations. Sufficient data shall be submitted to show that supporting surfaces and other members of an existing building to which the sign is to be attached are in good condition and are adequately strong to support the load, including the proposed sign.

B. One copy of such plans and specifications shall be returned to the applicant at the time the permit is granted and shall indicate the permit number and date of issuance.

6. Sign Permit

The Zoning Administrator or designee is authorized to issue sign permits in accordance with this section.

b. Code Limitations

Nothing contained herein shall prevent the erection, construction and maintenance of official traffic, fire or police signs, signals, devices and markings of the state of Arizona and/or the city or other public authorities or the posting of notices required by law.

c. Conflicting Provisions

In the event a provision in this section conflicts with another provision or another code then the more restrictive provision shall apply.

d. Procedures and Enforcement of Code

The Zoning Administrator is authorized to enforce this section pursuant to the procedures set forth in this section and applicable law.

e. Design and Construction

1. Building Code

In addition to the requirements of this section, all signs shall conform to the requirements of the building codes of the city.

2. Permanent Sign Materials

All permanent signs shall be constructed using structural members of materials subject to approval of the Zoning Administrator or designee. Nonstructural trim may be of wood, metal, approved plastics or any combination thereof.

3. Materials for Temporary Signs

Materials proposed to be used in constructing temporary signs shall be stated in the application for the sign permit. Adequacy of the material proposed from the standpoints of stability and safety and of composition and color shall be subject to approval by the Zoning Administrator or designee.

f. Lighting and Movement

1. All wall mounted signs in the Neighborhood Commercial zoning district shall be constructed with reverse pan channel letters and may be backlit with no visible lighting source. The reverse pan channel letters shall be constructed of metal with no translucent material on the outward face of the letter.
2. All wall mounted signs in the Community Commercial zoning district shall be constructed with either pan channel letters or reverse pan channel letters. Pan channel letters must feature a translucent material on the outward face of the letter (not clear or open) so that the internal lighting source is not directly visible. Reverse pan channel letters may be backlit with no visible lighting source and constructed of metal with no translucent material on the outward face of the letter.
3. All free-standing monument signs shall be internally illuminated with no visible lighting source unless otherwise approved by the Design Review Board through a Comprehensive Sign Program.
4. No single light source element, which exceeds 15 watts (or its equivalent), shall be used in connection with a sign or to illuminate a sign in a way that exposes the face of the bulb light or lamp when viewed from a public street or adjacent residential use,
5. Illumination resulting from all signs and lighting on any one property in a non-residential zone shall be shielded so that the light source elements (light bulbs) are not directly visible from property in a residential zone that is adjacent to or across a street from the property in the non-residential zone.
6. No internally illuminated sign, other than reverse pan channel and backlit, shall be allowed on property in a residential zone. Lighting from all light sources operated for the purposes of sign illumination on property in a residential zone shall be shielded from other property in the residential zone.
7. Other signs including ground directional signs less than four square feet may be internally illuminated or externally illuminated. Exterior illumination shall be top mounted and shielded to aim downward only.

8. A sign or signs or any part thereof which moves or may be moved by any means shall be prohibited.

g. Location

1. Obstruction of Exits

No sign shall be installed so as to obstruct any door, window or fire escape of any building or to interfere in any way with a person's moving freely through any one of them.

2. Traffic Hazards

No sign shall be erected in such a way as:

A. To interfere with or to confuse traffic;
B. To create any traffic hazard; or
C. To obstruct the vision of motorists.

3. Construction over Public Property

No sign shall be erected in a manner which projects over any public sidewalk, street, alley, or public place without the city's express approval for a limited time.

h. Maximum Size, Height, and Number of Signs, and Minimum Setbacks

The permissible areas, height, setbacks, and number of signs depend upon the type, purpose and location of the proposed sign(s) and such criteria as are defined herein in those sections and subsections pertaining to the particular sign.

i. Signs not specifically authorized herein, temporary or permanent, are prohibited, including, but not limited to the following:

j. Inspections and Maintenance

1. Inspections

Unless waived by the Zoning Administrator, all signs shall be subject to the following inspections:

A. Footing inspection on all freestanding signs;
B. Electrical inspection on all illuminated signs;
C. Inspection of braces, anchors, supports and connections on all signs;
D. Inspection to ensure that the sign has been constructed according to an approved application and sign permit.

2. Inspection Markings

All signs shall be marked with the permit number. This marking shall be permanently placed by the fabricator of the sign. The permit number shall be assigned and recorded on the permit at the time the permit is issued. The permit number shall be shown on the face of the sign, preferably in the lower right-hand corner, and shall be in numbers between two and one-half and four inches high.

3. Maintenance

Failure to maintain signage in compliance with this section or an approved sign program constitutes a violation of this section. .

A. Any sign or component of a sign which is in a damaged or deteriorated condition and constitutes a danger or hazard to public safety, or a visual blight shall be promptly repaired or replaced. Surface materials and components shall be kept free of chipping, peeling, fading, cracks, holes, buckles, warps, splinters, or rusting visible from an adjacent property or street. Illuminated signs shall be maintained in good operating condition including prompt removal and replacement of all defective bulbs, light emitting diodes, fluorescent tubes, neon or other inert gas light segments, damaged or deteriorated electrical wiring, and malfunctioning control devices and related circuitry.

B. All signs are subject to the following:
1. Footing inspection on all freestanding signs;
2. Electrical inspection on all illuminated signs;
3. Inspection of braces, anchors, supports and connections on all signs;
4. Inspection to ensure that the sign has been constructed according to an approved application and sign permit.

C. Abandoned Signs: Abandoned signs shall be removed. When a sign is removed, the structure behind the sign shall be restored to its original condition and color. No additional sign permits will be issued until this is completed. Any on-site sign or abandoned sign, including its supporting structure, which no longer identifies the current occupancy of the premises upon which such sign is located or otherwise fails to serve its original purpose, shall be deemed a public nuisance after a six month lapse and shall be removed by the owner of the land or building upon which such sign is located..

k. Sign Walkers. Sign walkers shall be permitted, subject to the following regulations:

1. Location: sign walkers shall be located only:
   A. At least 30 feet from a street intersection or driveway intersection measured from the back of the curb or edge of pavement if no curb exists.
   B. At least 5 feet from the street measured from the back of curb or edge of pavement if no curb exists.
   C. Sign walkers shall yield right-of-way to pedestrians, bicycles and all others traveling or located on the sidewalks.
   D. At grade level.
2. Prohibited locations: sign walkers shall not be located:
   A. In raised or painted medians.
   B. In parking aisles or stalls.
   C. In driving lanes or driveways.
   D. On fences, boulders, planters, other signs, vehicles, utility facilities, or any structure.
   E. Within a minimum distance of 20 feet from any other sign walker.
   F. In a manner that results in sign walkers physically interacting with motorists, pedestrians, or bicyclists.

3. Display. Signs shall be:
   A. Displayed only during the hours the business is open to conduct business.
   B. Held, worn or balanced at all times.
4. Elements prohibited. The following shall be prohibited:
   A. Any form of illumination, including flashing, blinking, or rotating lights;
   B. Animation on the sign itself;
   C. Mirrors or other reflective materials;
   D. Attachments, including, but not limited to, balloons, ribbons, speakers.

l. Requirement for Conformity

It shall be illegal for a sign to be placed or maintained in the city, except as provided in this code.

35.04 Comprehensive Sign Program

The Comprehensive Sign Program affords flexibility that will encourage creativity and quality in signage design appropriate to the character of Litchfield Park, as well as to provide adequate identification and information, and to promote traffic safety. All new construction or developments (residential and non-residential) consisting of multi-tenants or multiple buildings shall be required to submit a Comprehensive Sign Program.

a. Consistent Themes: For all commercial projects under one ownership or controlled by a single development, a uniform standard in design and materials quality for signage apply.

b. Flexibility: The Comprehensive Sign Program may allow greater flexibility in sign location, number, area or proportion of sign types within the total maximum aggregate allowed; as well as height, illumination and any other standards contained herein consistent with applicable district standards, project scale, sign elements, design enhancements and visual improvements.

c. Building Wall Mounted: Under the Comprehensive Sign Program, wall signs may have a maximum area not to exceed 0.75 square feet for each lineal foot of the building frontage or sixty-four square feet in area, whichever is less.

d. Approval: All Comprehensive Sign Program submittals shall be reviewed and approved by the Design Review Board.

e. Evaluation Criteria: In reviewing a Comprehensive Sign Program, the Design Review Board evaluation shall include, but not be limited to, consideration of the following criteria: visibility and readability for sign function, location relative to traffic movement and access points, size of development, design compatibility with architectural and/or natural features of the project, context of the surrounding area and landscape enhancements. The program shall propose, and the Design Review Board shall consider for approval, proportionate substitutions or trade-offs of signage and project enhancements.

f. Design Elements: The Comprehensive Sign Program shall require that certain design elements be considered and addressed. The consideration and inclusion of other design elements is encouraged to enhance the quality of the signage program and to conform to village planning concepts of the City of Litchfield Park. Comprehensive Sign Program preparation should include investigation of new lighting technologies and methods for incorporation, where practicable, to reduce unwanted light emission from signage.

1. The design elements that must be described and illustrated include:
   A. Type and style of lettering and numbering;
   B. Size of lettering and numbering;
   C. Size of any logotype and/or graphic representation, which shall be included in total signage area calculations;
   D. Color of sign elements, including color of sign background;
   E. Composition of sign elements;
   F. Lighting: internal, external with manufacturer specifications pertaining to lumens;
   G. Sign materials;
   H. Construction details;
   I. Placement of sign on building;
   J. Location of monument sign(s) on the site;
   K. Relation of sign to other development signage.
2. In addition to the otherwise permitted signage, the Design Review Board may approve a project identification monument sign at the corner of two arterial streets or principal entry into a project; such sign shall not include tenant names and shall not exceed eight feet in height or sixty-four square feet in area.

g. Monument Signage: One monument sign, not more than eight feet in height and width with a maximum of one identification panel for each tenant is allowed on each arterial road frontage. Where arterial street frontage is five hundred (500) feet or more, an additional monument sign is allowed for every additional two hundred-fifty (250) linear feet of arterial street frontage. An additional ten square feet of sign area may be approved for every one foot of height below eight feet. Location of all monument signs must be approved by the City Engineer as not to interfere with vehicular sight visibility along the adjacent public streets and ingress and egress to adjacent streets or private property.

h. Major Tenant Signage (within a Comprehensive Sign Program):

1. Any single building tenant occupying more than ten thousand square feet gross leasable area shall be allowed a wall sign maximum area of one and one-half square feet for each linear foot of the building frontage upon which the sign is displayed, or two hundred fifty square feet in area, whichever is less.
2. Allowable major tenant signage may include three individual franchise identification signs and two product service signs, each not exceeding thirty square feet.

i. Program Submittal Requirements: Consideration of the Comprehensive Sign Program includes a two-stage review process: the first conducted by staff; the second, by the Design Review Board.

1. Submittal of three copies of a written presentation, in a bound format, containing all the required elements.
2. Following review and comments by staff, the applicant shall prepare a completed revised package for consideration by the Design Review Board.
3. A minimum of ten copies shall be submitted to the City's Planning Department a minimum two weeks before meeting will be scheduled.
4. City staff review and transmittal, with findings, shall accompany the program submitted to the Design Review Board for determination that the sign program has met a higher design standard.
5. The Design Review Board shall review the submittal and approve, approve with stipulations or deny the application.
6. Decisions of the Design Review Board are appealable to the City Council.

35.05 Residential and Public Facility Sign Standards

Signs regulations govern Residential and Public Facility Districts and residential and public facility uses in planned development (PD) districts unless the signs are governed by a comprehensive sign program pursuant to Section 35.05. Any new development shall be required to submit a comprehensive sign program to be reviewed and approved by the design review board.

Subdivision Signs	**Single Family**
Design	Monument style or individual letters mounted on Freestanding Wall
Location	Monument style signage shall be located within a landscaped area of 2 sf per 1 sf of sign area.
Size/Area	≤ 40 sf
Height	6' maximum
Approval	Final location approved by City Zoning Administrator or designee

Apartments and Condominium Signs	**Multi-Family**
Design	One (1) Freestanding sign located within a landscaped area of 2 sf per 1 sf of sign area. Wall mounted sign permitted as an alternative.
Location	5' setback from property line
Size/Area	≤ 40 sf for freestanding sign ≤ 24 sf for wall mounted sign. Must be located below roofline. ≤ 60 sf with Design Review Board approval of a Comprehensive Sign Program
Height	6' maximum
Approval	Final location approved by City Zoning Administrator or designee

Reader Panel	**All Residential and Public Facility Districts**
Uses	Municipal, Religious, Academic Institution, Fraternal Organizations and Quasi-Government
Number	One (1) reader panel sign permitted

Size/Area	≤ 20 sf
Height	4' maximum
Lighting	External illumination is allowed. Light source must be shielded from direct view.
Prohibited Content	No advertising of daily/weekly deals is allowed.

Monument for non-residential uses within a residential district	**All Residential and Public Facilities Districts**
Uses	Municipal, Religious, Academic Institution, Fraternal Organizations and Quasi-Government
Number	One (1) per street side
Size/Area	≤ 24 sf
Height	6' maximum
Content	May include name and hours, shall include address. No Advertising.
Approval	New signs subject to Design Review Board Approval

35.06 Commercial Sign Standards

Signs regulations govern Neighborhood Commercial (NC), Community Commercial (CS) and Regional Commercial (RS) Districts, and those uses in Planned Development (PD) Districts, unless the signs are governed by a comprehensive sign program pursuant to Section 35.05. Any new development shall be required to submit a comprehensive sign program to be reviewed and approved by the design review board.

A-Frame Signs	**All Commercial Developments**
General Requirements	1. Permitted w/ one-time **ZA approved permit** 2. Displayed only during posted open hours 3. At grade & on the property of business advertised 4. Designed and constructed to withstand 30 MPH gusts of wind 5. Must be maintained - no chipping paint, cracks, gouges, missing letters, etc.
Number	1 per business permitted with **Zoning Administrator or designee approved permit**
Area	6 sq ft maximum
Size	≤ 2' width & 3' height
Location	Prohibited: 1. Parking aisles or stalls, driving lanes, on trails 2. Fences, boulders, trees, planters, other signs, vehicles, utility facilities, or any structure 3. W/in a min. 20' of A-Frame signs and of any access drive or street intersection 4. Min. 3' clearance for pedestrians on all walkways
Design	1. Min. 1/2" high density exterior grade compressed wood, i.e. Omega or Medium 2. Density Overlay Board 3. Water Resistant Coating/Impervious to adverse weather conditions 4. Cut Vinyl Graphics (zip tracks may be used) 5. No attachments (Balloons, ribbons, speakers, etc.) 6. Similar materials may be approved by the ZA
Lighting	Prohibited: Any form of illumination - including flashing, blinking, rotating lights, no Animation or reflective materials

Awning Signs	**Neighborhood Commercial**	**Community & Regional Commercial**
Size/Area	20% maximum of front awning face.	20% maximum of front awning face
Content	Name, and/or logo. Shall not include an	Name, and/or logo. Shall not include an

	additional advertising.	additional advertising.
Sign Calculations	50% of awning sign area shall be included in aggregate sign calculations.	-

Directional Signs	**Neighborhood Commercial**	**Community & Regional Commercial**
Size/Area	6 sf	6 sf
Height	4'	4'
Maximum	25% of total center allowable sign area. Does not count against site's allowable aggregate signage.	25% of total center allowable sign area. Does not count against site's allowable aggregate signage.
Location	Outside of Visibility Triangles.	Outside of Visibility Triangles.
Lighting	Internal or external illumination allowed. All lighting sources must be shielded from view	Internal or external illumination allowed. All lighting sources must be shielded from view
Allowances	Use, number, and location approved only through comprehensive sign program and comply with other requirements.	Use, number, and location approved only through comprehensive sign program and comply with other requirements.

Directory Signs	**Neighborhood Commercial**	**Community & Regional Commercial**
Size/Area	24 sf max (does not count toward site's total aggregate allowable signage)	24 sf max (does not count toward site's total aggregate allowable signage)
Height	6'	6'
Lighting	May be illuminated subject to Section 35.03f.	May be illuminated subject to Section 35.03f.
Purpose	Used to Identify the location of buildings, offices or businesses within a complex.	Used to Identify the location of buildings, offices or businesses within a complex.
Allowances	Use, number, and location approved only through comprehensive sign program and comply with other requirements.	Use, number, and location approved only through comprehensive sign program and comply with other requirements.

Drive-Thru Restaurant Menu Boards	**Neighborhood Commercial**	**Community & Regional Commercial**
Number	-NA-	One (1) Preview and one (1) ordering/menu board per vehicle queuing lane.
Setback	-NA-	45' from street side
Visibility	-NA-	Front of the boards shall not be visible from any public street.
Size/Area	-NA-	24 sf (does not count toward site's total allowable aggregate signage)
Height	-NA-	6'
Design	-NA-	Freestanding menu boards shall have a monument style base matching the architecture and construction materials of the building
Landscaping	-NA-	2 sf for each sf of sign area
Lighting	-NA-	Internal and/or external illumination is allowed. Light sources must be shielded from view.

Monument	**Neighborhood Commercial**	**Community & Regional Commercial**
Number	One monument per development, except as permitted otherwise. For Multiple building developments or	One monument per development, except as permitted otherwise. One (1) per arterial frontage for Multiple

	commercial centers 1 additional sign	building developments or commercial centers
Size/Area	24 sf for single building/Tenant 24 sf for Multi-tenant/building	24 sf for single building/Tenant 60 sf for Multiple building commercial Center, approved by the DRB
Separation	-	Additional Freestanding signs may be placed along street frontage with a Comprehensive Sign Program. Minimum 300' between signs, max 24 sf in area and may be either a Center ID sign or a Multi-Tenant ID Sign.
Height	Max of 6'	Max of 6' or 24 sf for single building or single tenant
Content	Name and/or logo of business and shall include address	Name and/or logo of business and shall include address
Exceptions	Individual buildings/pads shall not be considered separate developments for signage purposes.	Individual buildings/pads shall not be considered separate developments for signage purposes.
Signage Calculations	Monument sign(s) for multi-tenant, multi-building or Commercial Center Developments shall not count toward individual businesses/major tenants if their name is not part of center ID.	Monument sign(s) for multi-tenant, multi-building or Commercial Center Developments shall not count toward individual businesses/major tenants if their name is not part of center ID.

Reader Panel Signs	**Neighborhood Commercial**	**Community & Regional Commercial**
Additional Uses Permitted	Municipal, religious, academic institutions, fraternal organizations or quasi-government uses	Municipal, religious, academic institutions, fraternal organizations or quasi-government uses
Number	One (1) freestanding reader panel	One (1) freestanding reader panel
Size/Area	20 sf	32 sf
Height	4'	6'
Lighting	No Scrolling or flashing	No Scrolling or flashing
Sign Area	Sign area <u>will be</u> included in the total site aggregate signage calculation.	Sign area <u>will be</u> included in the total site aggregate signage calculation.
Sign Design	Change panel and Marquee signs and service station price signs shall be allowed.	Change panel and Marquee signs and service station price signs shall be allowed.

Shingle Signs	**Neighborhood Commercial**	**Community & Regional Commercial**
Number	One (1) shingle sign per business	One (1) shingle sign per business
Height	8' clearance minimum	8' clearance minimum
Size/Area	3 sf maximum	4 sf maximum
Content	Name and/or logo of business. No additional advertising allowed.	Name and/or logo of business. No additional advertising allowed.
Placement	Placed perpendicular to the building immediately adjacent to the business.	Placed perpendicular to the building immediately adjacent to the business.

Umbrella Signs	**Neighborhood Commercial**	**Community & Regional Commercial**
Number	One (1) per outdoor table or service bar	One (1) per outdoor table or service bar
Height	8' clearance maximum	10' clearance maximum
Size/Area	3 sf maximum per umbrella	4 sf maximum per umbrella
Content	Name and/or logo of business. No additional advertising allowed.	Name and/or logo of business. No additional advertising allowed.
Placement	Outdoor patio and services areas, as	Outdoor patio and service areas, as

	approved by the Design Review Board.	approved by the Design Review Board.

Wall Mounted Signs	Neighborhood Commercial	Community & Regional Commercial
Size/Area	0.67 sf / 1 linear foot 32 sf maximum each	0.67 sf / 1 linear foot 50 sf maximum
Location	May be placed on any side of the building business is located	May be placed on any side of the building business is located
Setback	If > 300' from Arterial 1.5 sf / 1 linear foot permitted with a Maximum 160 sf	If > 300' from Arterial 1.5 sf / 1 linear foot permitted with a Maximum 250 sf
Maximum Aggregate	Single Tenant = 120 sf Multi-Tenant = 240 sf	Single Tenant = 250 sf Multi-Tenant = 1 sf / 1 linear foot on Arterials
Placement Requirements	Horizontal length < 50% of width of building. 36+ in. between top of sign and top of building.	Horizontal length < 50% of width of building. 36+ in. between top of sign and top of building.
Lighting	Subject to lighting standards in Section 35.03.f.	Subject to lighting standards in Section 35.03.f.

Window Signage	Neighborhood Commercial	Community & Regional Commercial
Size/Area	20% of total window area through which sign will be visible	25% of total window area through which sign will be visible
Location	Signs may be displayed within 3' behind the window. Sign copy shall be limited to business identification and a graphic symbol or any combination thereof. In no case shall product signs be allowed.	Signs may be displayed within 3' behind the window. Sign copy shall be limited to business identification and a graphic symbol or any combination thereof. In no case shall product signs be allowed.

35.07 Resort Sign Standards

Sign regulations govern Resort Districts and resort uses in Planned Development (PD) Districts. Any new development shall be required to submit a comprehensive sign program to be reviewed and approved by the design review board.

Location & Size/Area	1. Resort identification signs may be located at each primary entrance to the resort from a Major or Minor arterial or collector street. The maximum height shall be 8 feet and the maximum sign area shall be seventy (70) square feet, aggregate per entry. Dual entrance monuments are permitted if total sign area does not exceed seventy (70) square feet. 2. Use identification monuments, for businesses that are located within the resort shall be allowed smaller monument signs not to exceed four feet (4') in height and eight (8) square feet in area per sign face. These business identification monuments may be 4-sided or three-dimensional (3D). 3. Wall signs are permitted for individual uses within the resort not to exceed sixty (60) square feet in area.
Lighting	Signs shall be illuminated by backlit or indirect lighting.

General Requirements	1. No moving or animated signs shall be permitted. Changeable copy is permitted within the allowable sign area. 2. Traffic and directional signs within the site shall not exceed 8 square feet in area, aggregate, and shall not exceed 5 feet in height. 3. Signs mounted on an exterior wall of any structure that are not identification signs shall contain only building identification (i.e. numbers or letters) as necessary for emergency access with a maximum area of 24 square feet. 4. Signs placed at resort pedestrian gate entrances and exits shall be allowed and shall contain directions for entrance/exit, deliveries, and any restrictions and shall not exceed 4 square feet in area maximum. 5. Resorts may also obtain temporary special event banners as defined within the temporary sign section below. 6. Total quantity and aggregate size of internal direction and identification signs shall be approved by the Design Review Board as part of the Comprehensive Sign package.

35.08 Temporary Signage

Temporary signs located in any Zoning District shall comply with the following regulations:

a. Signs alerting motorists or pedestrians to potential hazards such as road construction, work in progress, open excavation, detours and the like are required; flashing light signs required during period of low visibility.
b. Permits for temporary signs may be issued or renewed by the Zoning Administrator or designee for a period not to exceed one year (except subdivision signs until last residence is sold) in all zones unless otherwise specified.
c. "No Trespassing" signs are permitted in all districts without permit, may be freestanding, and not to exceed four square feet not in R-O-W or within one hundred feet of similar sign on same parcel.
d. Rights-of-way (R-O-W or ROW) as used in this section means those lands or easements, whether improved or unimproved, dedicated to or owned by the city, state or other government entity for use by the public for public access or transportation.
e. Prohibited Temporary Signs: Same as prohibited permanent signs and vehicle-mounted or transported (other than bumper sticker or mounted on taxi, busses or other public transportation); attached to utility poles
f. No temporary sign shall block a public right-of-way or sidewalk, nor be placed in a location to be a hazard or obstruct visibility.

Sign Type	**Temporary Signs are permitted subject to the following regulations:**				
	Number	**Area**	**Setbacks**	**Height**	**General Requirements**
City, Church, Civic Organization Signs	<u>On-Premise</u> 1 per abutting street (Max of 2)	On Premise 16 sf	On-Premise Not in ROW	6’	No illumination Erected 2 weeks prior and removed 2 days after event

	Off Premise 1 at each change of direction (Max of 4)	Off Premise 4 SF	Off-Premise In ROW as approve by ZA		Single or Double Faced Not between utility poles, vehicles, or other ways that create hazards or nuisance. Permit Required - No Permit Fee
Development, Contractor, or Subcontractor Signs (Developer, Contractor, and Subcontractor Identification)	One sign is permitted per abutting street to the development	The sign shall not exceed 32 square feet	Minimum setback for the sign shall be 5 feet	Sign shall not exceed 6 feet in height to the top of the placard or framing	On-premise only Removed 10 days after development completed May be single or double faced
Political Signs on Private Property	6 signs per candidate; 6 signs per issue for each property address.	2' 2'; 2-sided	Not allowed in a location where it would be a hazard or obstructs vision	4'	May not be placed more than 60 days prior to election; Must be removed within 15 days after election. No permit required
Political Signs in ROW	Maximum 50 signs per candidate, maximum 50 signs per issue	10 square feet	Not allowed in a location where it would be a hazard or obstructs vision	3'	May not be placed more than 60 days before election & must be removed within 30days after election Not allowed in a commercial tourism, commercial resort and hotel political sign free zone adopted by City Council resolution
Temporary Special Event	Zoning Administrator or designee may approve signs for special events on a temporary basis. The Zoning Administrator or designee has the authority to approve design standards including number of signs, size, height and setback. The temporary special use signs may be approved for a timeframe of 30-days and under special circumstances may be renewable once for an additional 30-days.				
Yard Sale	Six yard sale signs shall be permitted	Sign area shall not exceed 4 square feet per sign	Signs shall be placed a minimum of 2 feet from any curb	Maximum height for each sign shall be 2.5 feet	
Off Premise Open House Directional Signage	One sign for each change of direction, plus one sign per mile of arterial/collector roadway, not to	Sign area shall not exceed 4 square feet per sign	Signs shall be placed a minimum of 2 feet from any curb		Signs shall only be displayed while the sales person is attending the open house and shall be removed at the end of the day.

	exceed 5 signs total				
Real Estate Signs	One sign on premises of property advertised per listing agent, property owner, or management company.	Sign area shall not exceed 4 square feet per sign	Signs shall be placed a minimum of 2 feet from any curb		

35.09 Flag Pole Requirements

a. Flags poles shall not exceed the maximum building height allowed in each zoning district and shall be located and constructed that if it should collapse, its reclining length would be contained on the property for which it was installed.

b. Unless specifically permitted by the Zoning Administrator or designee, no more than one (1) flag may be flown or hung on any one (1) site, structure, or pole; provided, however, that one (1) State of Arizona and one (1) foreign national flag may be flown in addition to the one (1) permitted flag on such site, structure, or pole.

c. The maximum size of any corporate flags shall not exceed fifteen (15) square feet, with no single dimension to exceed six (6) feet.

d. A sign permit is required to display any corporate flag and must be included as part of the total aggregate sign area.

e. Display of the United States flag must meet all requirements of the United States Flag Code, including national and local lighting standards.

f. A model home complex may use flags in addition to the United States flag and State of Arizona flag, in the following manner:

1. There can be no more than two (2) flags on the lot of one model home and one (1) flag on each additional lot with a model home located upon it, not to exceed five (5) total flags.
2. The maximum size of any model home flag shall not exceed eight (8) square feet.
3. Model home flags shall not be illuminated.
4. Flagpole shall not exceed twenty-five (25) feet in height.

g. Permits are required for sign poles. No sign permits are required for flags unless otherwise noted.

h. The maximum size of a United States flag, State of Arizona flag or foreign national flag shall be sixty (60) square feet. This limit does not apply to a United States flag or State of Arizona flag flown on a national or state holiday.

35.10 Nonconforming Signs

Nonconforming signs are any signs which do not conform to the provisions of this code, but which, when first constructed, were legally allowed by the political subdivision then having control over signs.

a. Reasonable repairs and alterations may be made to nonconforming signs. However, in the event any such sign is damaged after January 1, 1989, the cost of repair of which exceeds fifty percent of the cost to replace it, such cost to be determined by a competent appraiser, or in the event such sign is removed by any means, including an act of God, such sign may be restored, reconstructed, altered or repaired only to conform with the provisions of this code.

35.11 Violation; Enforcement

a. The procedures and penalties set forth in Section 8 Violations, Enforcement and Penalties for violations of the zoning code, a zoning ordinance, a use permit, a variance or a design review approval shall apply to violations of this section except as modified in this subsection.

b. Time Periods; Removal of Sign.

The time periods provided for correction of the violation of this section shall be:

1. Permanent Signs. A 10 calendar day written notice shall be provided.
2. Temporary Signs. A 2 calendar day written notice shall be provided.
3. Portable signs. A 2 calendar day written notice shall be provided, except for portable signs within the right-of-way, which may be removed by the Code Enforcement Officer pursuant to Paragraph 4b below.

4. Signs in Right-of-Way:

A. Political signs in the right-of-way that are hazardous to public safety, obstruct clear vision in the area or interfere with the requirements of the Americans with Disabilities Act may be removed by the Code Enforcement Officer without prior notice, provided that the candidate or campaign committee that placed the sign shall be notified within 24 hours after removal. If the political sign is placed in violation of A.R.S Section 16-1019 and the placement is not hazardous to public safety, does not obstruct clear vision in the area and does not interfere with the requirements of the Americans with Disabilities Act, the Code Enforcement Officer shall notify the candidate or campaign committee that placed the sign and if the sign remains in violation at least 24 hours after such notification, the Code Enforcement Officer may remove the sign. The Code Enforcement Officer shall contact the candidate or campaign committee and shall retain the sign for at least 10 business days to allow the candidate or campaign committee to retrieve the sign without penalty.

B. Non-political signs in the right-of-way may be removed without notice. The owner of the sign shall be notified of the removal if contact information is available. The owner shall pay city of (i) the cost to the city of removing and impounding the sign, (ii) a recovery fee set by the city, and (iii) a daily storage charge set by the city. Upon payment of such costs, the city shall return the sign to the owner.

5. Signs without Permits. When a permit is required for a sign and no permit was issued, the sign may be removed by the Code Enforcement Officer without notice. The owner shall pay city of (i) the cost to the city of removing and impounding the sign, (ii) a recovery fee set by the city, and (iii) a daily storage charge set by the city. Upon payment of such costs, the city shall return the sign to the owner.

6. Safety Hazard. A sign that presents a safety hazard may be removed by the Code Enforcement Officer without notice. The Code Enforcement Officer shall make a reasonable effort to notify the owner of the sign that it will be removed immediately. The owner shall pay city of (i) the cost to the city of removing and impounding the sign, (ii) a recovery fee set by the city, and (iii) a daily storage charge set by the city. Upon payment of such costs, the city shall return the sign to the owner.

c. Abatement of Nuisance. A violation of this section shall constitute a public nuisance. In addition to issuance of a civil citation or criminal citation pursuant to Section 8 of the Zoning Code, the Code Enforcement Officer is authorized to abate the nuisance and charge the cost to the property owner following the procedures set forth in Article 9-5 of the City Code if the owner of the sign fails to remove a sign after any notice required by Paragraph B is given.

CITY OF LITCHFIELD PARK COUNCIL COMMUNICATION	Ordinance - Terms of Office, Boards, Commissions and Committees

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **DARRYL H. CROSSMAN, CITY MANAGER**

MEETING DATE: **DECEMBER 17, 2014**

SUBJECT: **TERMS OF OFFICE OF CITY BOARDS, COMMISSIONS AND COMMITTEES**

RECOMMENDED MOTION

1. Motion to adopt an ordinance amending Section 2-6-3 and Section 2-6-4 of the City Code related to the terms of office for Planning and Zoning Advisory Commission members.

2. Motion to adopt an ordinance amending Section 3.01 and Section 3.02 of the Zoning Code related to the terms of office of the chairman and vice-chairman of the Planning and Zoning Advisory Commission and the Board of Adjustment.

BACKGROUND / DISCUSSION

Previously, terms for members of boards, commissions and committees ended in September. The proposed amendments seek to align the terms more closely with those of Mayor and Council. At the November 17th meeting, Council asked that Board/Commission/Committee appointments take place in March, as opposed to the previously-proposed February. That minor adjustment was made to both proposed ordinances.

Terms will begin in March instead of September.

FINANCIAL IMPACT

None.

STAFF RECOMMENDATION

To the discretion of Council.

Respectfully submitted,
Darryl H. Crossman, City Manager

CITY OF LITCHFIELD PARK
ORDINANCE NO. 14-____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, AMENDING THE LITCHFIELD PARK CITY CODE, CHAPTER 2 MAYOR AND COUNCIL, ARTICLE 2-6 BOARDS AND COMMISSIONS, SECTIONS 2-6-3 TERMS; LIMITATIONS BY AMENDING SUBSECTION B, AND AMENDING SECTION 2-6-4 OFFICERS, BY AMENDING SUBSECTION B, RELATED TO THE TERMS OF OFFICE OF CITY BOARDS, COMMISSIONS AND COMMITTEES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

BE IT ORDAINED by the Common Council of the City of Litchfield Park, Arizona, as follows:

Section I. In General.

The Code of Litchfield Park, Chapter 2 Mayor and Council, Article 2-6 Boards and Commissions, Section 2-6-3 Terms; Limitations is amended by amending Subsection B, and Section 2-6-4 Officers is amended by amending Subsection B to read as follows (additions shown in ALL CAPS, deletions shown in ~~strikeout~~):

Section 2-6-3 Terms; Limitation

*** * ***

B. All expiring terms shall end on ~~September 1st~~ MARCH 1 of the appropriate year, except that if the successor has not been appointed, a member's term shall extend until his successor has been appointed.

* * *

Section 2-6-4 Officers

* * *

B. The election of a chairman and a vice-chairman shall be held at the first meeting after the new commissioners, appointed in ~~September~~ MARCH, have been sworn in.

* * *

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section III. Providing for Severability.

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

PASSED AND ADOPTED by the Common Council of the City of Litchfield Park, Arizona, this ____ day of _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, MMC, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
City Attorneys
By Susan D. Goodwin

CITY OF LITCHFIELD PARK
ORDINANCE NO. 14-____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, AMENDING THE LITCHFIELD PARK ZONING CODE, SECTION 3 ADMINISTRATION, BY AMENDING SECTION 3.01 PLANNING AND ZONING COMMISSION, SUBSECTION c OFFICERS, PARAGRAPHS 2 AND 3 RELATED TO TERMS OF OFFICE, AND AMENDING SECTION 3.02 BOARD OF ADJUSTMENT, SUBSECTION b RELATED TO TERMS OF OFFICE FOR MEMBERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

BE IT ORDAINED by the Common Council of the City of Litchfield Park, Arizona, as follows:

Section I. In General.

The Zoning Code of Litchfield Park, Section 3 Administration, Section 3.01 Planning and Zoning Commission, Subsection c Officers, is hereby amended by amending Paragraphs 2 and 3 to read as follows (additions shown in ALL CAPS, deletions shown in ~~strikeout~~):

3.01 Planning and Zoning Commission

* * *

c. Officers

Officers are limited to two consecutive terms in the same capacity.

1. Chairman

The election of a chairman will be held at the first meeting after the new commissioners, appointed in ~~September~~ MARCH, have been sworn in.

2. Vice-Chairman

The election of a vice-chairman will be held at the first meeting after the new commissioners, appointed in ~~September~~ MARCH, have been sworn in.

* * *

The Zoning Code of Litchfield Park, Section 3 Administration, Section 3.02 Board of Adjustment is hereby amended by amended Subsection b Organization to read as follows (additions shown in ALL CAPS, deletions shown in ~~strikeout~~):

3.02 Board of Adjustment

* * *

b. Organization

The board shall consist of five members. The membership shall be composed of the members of the design review board as set forth in Section 3.04(b). The board shall select a chairman and vice-chairman at the first meeting ~~of each calendar year~~ AFTER MARCH 1 OF EACH YEAR.

* * *

Section III. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section IV. Providing for Severability.

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

PASSED AND ADOPTED by the Common Council of the City of Litchfield Park, Arizona, this _____ day of _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, MMC, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
City Attorneys
By Susan D. Goodwin

CITY OF LITCHFIELD PARK COUNCIL COMMUNICATION	Council Rules & Procedures

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DARRYL H. CROSSMAN, CITY MANAGER

MEETING DATE: NOVEMBER 19, 2014

SUBJECT: COUNCIL RULES & PROCEDURES

RECOMMENDED MOTION

Motion to approve an amendment to the Council Rules and Procedures, Section 11.2 related to appointments to City boards, commissions and committee members, effective January 15, 2015.

BACKGROUND / DISCUSSION

Previously, terms for members of boards, commissions and committees ended in September. The proposed amendment seeks to align appointments to terms more closely with those of Mayor and Council. Appointments will be made in February instead of September.

FINANCIAL IMPACT

None.

STAFF RECOMMENDATION

To the discretion of Council.

Respectfully submitted,
Darryl H. Crossman, City Manager

COUNCIL RULES AND PROCEDURES

PROPOSED AMENDMENT TO RULE 11.2(A)

11.2 Selection of Board, Commission, and Committee Members

A. The City Council appointS all members of the City's Boards, Commissions, and Committees. Appointments are usually made in ~~September~~ MARCH each year, but may also be made on an as-needed basis. The City continually accepts applications from Litchfield Park residents interested in serving on a Board, Commission, or Committee. The application form is available from the City Clerk or on the City's web site. Completed applications are kept on file for one year after submission for consideration should a vacancy occur on the Board, Commission or Committee for which the application was submitted.

Docs\CC\Procedures\11-2(A) Amendment 12-17-14

CITY OF LITCHFIELD PARK COUNCIL COMMUNICATION	Purchases Through Non-Governmental Cooperative Purchase Organizations

TO: **HONORABLE MAYOR & COUNCILMEMBERS**

FROM: **DARRYL H. CROSSMAN, CITY MANAGER**

MEETING DATE: **DECEMBER 17, 2014**

SUBJECT: **AMENDMENT TO CITY CODE RELATED TO PURCHASES THROUGH COOPERATIVE PURCHASE CONTRACTS**

RECOMMENDED MOTION

A MOTION TO ADOPT AN ORDINANCE TO AMEND THE CITY CODE SECTION 3-4-1 TO PERMIT COOPERATIVE PURCHASES THROUGH NON-GOVERNMENTAL COOPERATIVE PURCHASE ORGANIZATIONS.

BACKGROUND / DISCUSSION

The City's procurement code excepts from the formal bidding requirements purchases of supplies and services through cooperative purchase contracts where another governmental unit has used a competitive process for the item. The proposed amendment to the purchasing code would also exempt from the formal bidding process purchases through non-governmental organizations that have solicited a supply or service using a competitive bidding process consistent with public procurement.

Ben Ronquillo, Finance Director, was asked at the November 17th meeting to provide an example of how this would benefit the City. That explanation is provided with the agenda packet.

FINANCIAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends introduction of the proposed ordinance.

Respectfully submitted,

Darryl H. Crossman, City Manager

Response to Council from Ben Ronquillo, Finance Director, explaining the need to amend City Code Section 3-4-1 to permit cooperative purchases through non-governmental cooperative purchase organizations.

Sweeper Purchase: Previously, we have purchased sweepers through State of AZ co-op purchase contracts. The State no longer makes these types of contracts available. I have verified that many metro-Phoenix cities (Goodyear, Avondale, Glendale, El Mirage, Surprise and others) are now purchasing sweepers (and other heavy vehicles/equipment) through non-governmental co-ops – which our current code prohibits.

Without the code change we would not be able to purchase a sweeper unless we do our own bidding process. The non-governmental co-ops that cities are commonly purchasing from follow a bidding process that meets AZ and municipal requirements.

The City is seeking to purchase a replacement sweeper this fiscal year and has been approved for grant funds to make the purchase. This code change will also offer flexibility with the purchase of other items that are offered through non-governmental co-ops (future vehicles, sweepers, heavy equipment, maintenance equipment).

CITY OF LITCHFIELD PARK

ORDINANCE NO. 14- _____

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, AMENDING THE LITCHFIELD PARK CITY CODE BY AMENDING CHAPTER 3 ADMINISTRATION, ARTICLE 3-4 PURCHASING, BY AMENDING SECTION 3-4-1 IN GENERAL, SUBSECTION E, PARAGRAPH 2 RELATED TO COOPERATIVE PURCHASES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

BE IT ORDAINED by the Mayor and Common Council of the City of Litchfield Park, Arizona as follows:

Section I. In General

The Litchfield Park City Code is hereby amended by amending Chapter 3 Administration, Article 3-4 Purchasing, by amending Section 3-4-1 In General, Subsection E, Paragraph 2 to read as follows (deleted text appears in ~~strikeout~~; new text in ALL CAPS):

E. Exceptions: the following procurements are exempt from the bidding requirements of this article to the extent set forth below.

* * *

2. Cooperative purchasing. Cooperative purchases are exempt from these bidding requirements whenever THE SUPPLY OR SERVICE TO BE PURCHASED HAS BEEN EITHER SOLICITED THROUGH A COMPETITIVE BIDDING PROCESS BY ANOTHER ~~other~~ governmental UNIT OR BY A PURCHASING COOPERATIVE USING A COMPETITIVE BIDDING PROCESS CONSISTENT WITH PUBLIC PROCUREMENT, ~~units have bid the same item or service~~ AND if, in the opinion of the purchasing agent or requesting department director, a separate bidding process is not likely to result in a lower price for such items or services. ~~Purchases from the state bid list are cooperative purchases.~~

* * *

Section II. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Severability.

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

PASSED AND ADOPTED by the Common Council of the City of Litchfield Park, Arizona, this _____ day of _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, MMC, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
City Attorneys
By Susan D. Goodwin

MINUTES OF THE REGULAR MEETING
OF THE LITCHFIELD PARK CITY COUNCIL
NOVEMBER 19, 2014

I. Call to Order

The meeting was held in the Community Room of the Litchfield Library and called to order at 7:00 p.m. by Mayor Schoaf.

Members Present: Mayor Schoaf; Vice Mayor Faith; Councilmembers Blake, Landis, Mahoney, Romack, and Stucky.

Members Absent: None.

Staff Present: Sonny Culbreth, Assistant City Manager and Director of Recreation & Community Services; Mary Rose Evans, City Clerk; Carla Reece, Assistant City Clerk; Susan Goodwin and Patricia Ronan, City Attorneys; Jules Diogenes, City Engineer; Chuck Ransom, Director of Field Operations; Jason Sanks, Planning Consultant; Jim Rumpeltes, Economic Development Director; and Scott Smith, Maintenance Technician.

II. Pledge of Allegiance and Invocation

Councilmember Stucky led the Pledge of Allegiance and gave the Invocation.

III. Mayor's and Councilmembers' Report on Current Events

Councilmember Landis reported the following:
- She thanked everyone for coming.
- She reminded everyone to keep their doors locked and their garage doors closed.

Councilmember Blake reported the following:
- This is the time of year when many events are held. Various community organizations recognize the many unpaid volunteers, and come together to sponsor events that make this a special community.

Councilmember Mahoney reported the following:
- A great lady was lost recently when Glo O'Donnell passed away. She started the Southwest Lending Closet with just a few pieces of medical equipment to lend.

Councilmember Stucky thanked everyone for coming.

Mayor Schoaf reported the following:
- Work continues on the General Plan Amendments.

IV. City Manager's Report on Current Events

In the absence of Mr. Crossman, Mr. Culbreth reported that the Arizona Burn Foundation and the Goodyear Fire Department partnered with the City for a Smoke Alarm Walk and Education Program on Saturday, November 1, 2014. A team of volunteers from various entities contacted 367 homes and installed 106 free smoke alarms in 83 homes. He especially thanked Tanja Tanner, the Goodyear Community Education Coordinator, for her assistance.

V. Response to Call to the Community

There were no requests to speak at the October 15 meeting.

VI. Call to the Community

David Goodwin, representing the Laguna Royale homeowners, said the City has required that the Laguna Royale Homeowners Association (HOA) pay to replace the Tierra Verde Lake wall, which is leaning. The subdivision has existed since 1976, and the homeowners had the wall built in 1987. He said the wall is on the City's property, and the lake and the wall were given to the City in 1988 by the now-dissolved Litchfield Park Association. Mr. Goodwin cited costs and budgets. He requested that their HOA receive the same treatment as other homeowners who had their perimeter wall replaced, and requested further deliberation by the City. A copy of his full statement is included with the permanent record.

Jeff Raible distributed copies of a report by the *Phoenix Business Journal* regarding the Arizona Town Hall. The Town Hall identifies critical issues facing Arizona and brings together representatives from across the state to discuss topics. The latest event discussed economic development.

VII. Presentations

A. Proclamation – American Diabetes Month

Mayor Schoaf read the proclamation recognizing November as American Diabetes Month. He presented a framed copy to Shelly, Emily and Ava Smith. Mrs. Shelly Smith invited everyone to Western Sky Middle School on Thursday, November 20, to participate in the Diabetes Walk.

B. Employee of the Quarter

Mayor Schoaf recognized Scott Smith, Maintenance Technician in the Public Works Department, as Employee of the Month for the Third Quarter of 2014. He presented him with a Certificate of Award and a gift certificate.

Mr. Ransom, Field Operations Director, said Mr. Smith was nominated by his Supervisor, Alex Rascon.

Mr. Smith said he is proud to receive the award, he takes pride in his work, and his main focus is to set an example for his son.

C. Kiwanis Club of Litchfield Presentation

Dr. Mehrl Ellsworth, Kiwanis Club of Litchfield, presented donations to:

(1) Lisa Brainard Watkins and Jeff Raible for the Litchfield Park Historical Society;
(2) Chuck Akers and Dave LaFond for the purchase of cameras for the tasers used by the Litchfield Park Posse; and
(3) Sonny Culbreth for purchase of a water fountain at the Litchfield Park Recreation Center.

D. APS Peak Solutions Program Savings

Joel Fisher, of Converge and the APS Peak Solutions Program, presented the City with a check for $270+ for participation in the Peak Solutions Program. This represents savings achieved during the 2014 program. The City does a good job with cutting back, and he expects next year's savings to be much higher.

Mr. Culbreth said there was only one day that the City was required to cut back electric usage during this year's summer.

E. Certificate of Recognition

Mayor Schoaf presented a Certificate of Recognition to Susan Goodwin, City Attorney, for her inclusion in the 2015 edition of *Best Lawyers in America*. She has been the City Attorney since 1990.

VIII. Reports

A. Public Safety Services Monthly Reports, October 2014

1. Goodyear Fire Department

Deputy Chief Tom Cole reported the following:

- There were 37 total calls; 31 were EMS related. That is a decrease from last year at the same time, but there is an overall upward trend.
- Overall, it was a rather routine month.

Responding to questions, Deputy Chief Cole said he would check the City's call statistics compared to other cities.

2. Maricopa County Sheriff's Office (MCSO)

Captain Dan Whelan reported the following:

- There has been an increase in residential and vehicular burglaries.
- He echoed Councilmember Landis' remark about keeping doors locked and garage doors closed.

Mayor Schoaf said the following reports are not verbal reports; however, Mr. Raible requested to speak about the Crane Plume Report. Any questions about the reports can be directed to the City Manager at another time.

B. Staff Monthly Reports, October 2014

1. Finance Department

2. Building Safety and Public Works Monthly Report

3. Code Enforcement Monthly Report

4. Assistant City Manager and Community & Recreation Services Department

5. City Planner's Monthly Report

6. City Engineer's Monthly Report

7. Crane Plume Monthly Report

Mr. Raible said the Crane Company has until December 1, 2014, to submit a work plan for cleanup of the source site. Solutions should be seen by end of 2015. The Advisory Group for the Superfund site was officially disbanded, but they expect to continue to be involved.

8. Litchfield Park Magistrate Court, September & October, 2014

9. Economic Development Report

C. Commission / Board Reports

1. Planning & Zoning Commission Quarterly Report

2. Design Review Board/Board of Adjustment, October 2014

IX. Consent Agenda

Councilmember Stucky **moved** to approve items A and C on the Consent Agenda; Councilmember Landis **seconded; unanimous approval**. The following items were approved:

A. **Minutes** (regular meeting of October 15 and the special meetings of October 15 and 29, and November 3, 2014)

C. **Wigwam "Light Your Ride Holiday Parade"** (Sunday, December 14, 2014)

A question was raised about the clarity of Item B and it was removed from consideration until the next Council meeting.

B. **Volunteer Application for Rec Center** (resolution – Amara Edgley)

X. Business

A. Aleppo Park, Little Park and Dysart Road West Side Drainage Improvements Award of Bid

Mr. Diogenes said four bids were received and reviewed, and the references were checked. The apparent low bidder received negative references from three of four references given, and is found to be non-responsive and a non-responsible bidder. Visus Engineering Construction was the second lowest bidder, references were positive, and Visus is recommended.

Responding to questions about the proposed work, Mr. Diogenes said the drains at Palo Brea were erroneously piped directly into the dry well. A topographical survey has been authorized for that area. Retention basins are required to dry out in 36 hours, and that has not been happening. This project will add nine dry wells between the two parks.

Councilmember Mahoney **moved** to award the bid for the proposed projects to Visus Engineering Construction, Inc. for the base bid and bid additives #1 and #2 in the total amount of $279,130. Councilmember Blake **seconded**. Following further discussion, **the motion passed unanimously.**

B. Legislative Agenda

Mr. Rumpeltes said the proposed Legislative Agenda is to give him parameters for the upcoming legislative session. He will meet with the local Legislators, collaborate efforts with neighboring communities for more impact, and meet with Intergovs from other cities and towns.

Council suggested that, in addition to the four items on his list, he include preservation/protection of the Barry Goldwater Ranges and all the Auxiliary Bases/Ranges that affect Luke AFB.

Councilmember Romack **moved** to approve the proposed Legislative Agenda and the additions made tonight; Councilmember Stucky **seconded; unanimous approval**.

C. Public Hearing: Use Permit Application for the Placement of an AT&T Wireless Communications Facility on the Grounds of the Wigwam Resort, Located at 300 E. Wigwam Boulevard (continued from October 15)

The Mayor opened the Public Hearing.

Mr. Sanks said the Staff Report and exhibits have remained the same from the October 15 meeting. The applicant has confirmed that the noise level from the wireless communications facility (WCF) will be similar to an air conditioning unit. Trimming of the hedge along the boundary was discussed, and the City could stipulate that the hedge be kept high to mitigate noise. Staff recommends approval.

Declan Murphy, Cold Creek Consulting and representing AT&T, said the maximum noise level is about 65 decibels, about the same as a new air conditioning unit. The enclosure and the ten-foot hedge will help soundproof the unit.

Discussion and comments from Council and Staff included the following:

- Lack of support for anything that negatively impacts the Neolin neighbors.
- A cinder block or garbage dumpster-type enclosure can be used to mitigate the noise.
- The starts and stops of the equipment make the most noise, not the running.
- Uses at the proposed site tend to "creep into the neighborhood," causing concern for the Council.
- The City Code section regarding WCFs states that Use Permits expire 15 years after the effective date of the permit.
- The City needs to know the impact on the neighbors and the decibel measurements.
- A denial must be based on substantial evidence; revocation can be used for failure to comply with conditions set.

Responses from Mr. Murphy included the following:

- He uses sound measuring equipment to measure noise, and levels are usually much lower than 65 decibels.
- This equipment will address the Wigwam customers' needs.
- The investment involved requires at least a ten-year commitment, and moving the site could cause the proposal to die.
- He is willing to work with the City to mitigate impact to the neighbors.
- He will provide addresses of other sites so they can be measured for noise and impact.

Council Action:

Councilmember Blake **moved** to continue this Public Hearing to the January 21, 2015 meeting, 7:00 p.m., at the Litchfield Library, which allows time to investigate noise during daytime and evening hours around neighborhood homes and at other WCF sites; other sites on the Wigwam grounds will be considered for location; and the applicant will investigate what can be built in to the structure, as part of the design, for noise mitigation. Councilmember Landis **seconded; unanimous approval**.

D. Public Hearing: Proposed Zoning Code Amendment Related to Sign Regulations (continued from October 15)

The Mayor opened the Public Hearing.

Mr. Sanks said the suggested changes were made, as follows:

- "Teeth" were put into the penalty clause.
- Flagpole regulations were reviewed regarding possible "unintended consequences."
- The definitions of "sign" and "umbrella signs" were added.
- Approval language for A-Frame signs was amended, making annual permit renewal unnecessary.

Questions arose about having a second A-Frame sign for businesses, a sign-free zone for political signs, and temporary real estate signs. Before adoption of the ordinance, wording for real estate signs could be considered, such as, "one sign per listing agent/property owner/management company."

The Mayor closed the Public Hearing.

Council Action:
Councilmember Mahoney **moved** to introduce the proposed ordinance, repealing the existing Section 35 Signs and adding new Section 35 Signs. Councilmember Romack **seconded; unanimous approval**.

E. Ordinances Amending the City Code and Zoning Code Related to Board and Commission Terms

Mayor Schoaf said the proposed changes are to make the Codes consistent with the new Council terms, which begin in January. The Board and Commission interviews and appointments would occur in February instead of September.

Councilmember Mahoney **moved**, and Councilmember Stucky **seconded**, to introduce the two ordinances as proposed:

(1) Amending the City Code Chapter 2, Article 2-6, Section 2-6-3, Subsection B, Section 2-6-4, Subsection B, related to terms of office of City Boards, Commissions and Committees; and

(2) Amending the Zoning Code Section 3, Section 3.01, Subsection c, Paragraphs 2 and 3, Section 3.02, Subsection b, related to terms of office for members.

Following discussion about whether this change allows enough time for a newly-seated Council to choose Board and Commission members, **the motion passed unanimously**. Staff will report to Council on this when the ordinances are considered for adoption at the next regular meeting on December 17.

F. Council Rules and Procedures Related to Selection of Board, Commission and Committee Members

This item is related to the ordinances in Item E, and Council wished to consider all related items at the same meeting. Councilmember Blake **moved** to postpone action on the Council Rules and Procedures until the next regular meeting on December 17. Vice Mayor Faith **seconded; unanimous approval.**

G. Ordinance Amending the City Code Regarding Purchasing

Ms. Goodwin said that some private cooperatives are bidding on products. The proposed ordinance would amend the City Code and permit cooperative purchases through non-governmental cooperative purchase organizations.

Council asked that, when this proposed ordinance is brought for adoption, Finance Director Ben Ronquillo bring a specific example of how this change would be beneficial to the City. Based on that stipulation, Councilmember Blake **moved** to introduce the proposed ordinance regarding purchasing. Councilmember Landis **seconded; unanimous approval**.

XI. Executive Session

The Executive Session was not held.

XII. Adjournment

Councilmember Romack **moved** to adjourn; Councilmember Mahoney **seconded; unanimous approval**. The meeting was adjourned at 9:03 p.m.

APPROVED:

CITY OF LITCHFIELD PARK

_____

Thomas L. Schoaf, Mayor

/mre

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Litchfield Park held on the 19th day of November, 2014.

I further certify that the meeting was duly called and held and that a quorum was present.

_____
Mary Rose Evans, MMC, City Clerk

MINUTES OF THE SPECIAL MEETING
OF THE LITCHFIELD PARK CITY COUNCIL
DECEMBER 3, 2014

I. Call to Order

The meeting was held in the Conference Room at City Hall and called to order by Mayor Schoaf at 5:32 p.m.

Members Present: Mayor Schoaf; Vice Mayor Faith; Councilmembers Blake, Landis, Mahoney, Romack, and Stucky.

Members Absent: None.

Staff Present: Darryl H. Crossman, City Manager; and Susan Goodwin, City Attorney.

II. Pledge of Allegiance

Mayor Schoaf led the Pledge of Allegiance.

III. Business

A. Executive Session

Councilmember Blake **moved** to recess the special meeting and convene an Executive Session; Councilmember Landis **seconded; unanimous approval**. The meeting was recessed at 5:34 p.m.

An Executive Session was held pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney regarding conflicts of interest laws for public officials and the legal opinion dated November 26, 2014, from the City Attorney.

Following the Executive Session, the special meeting was reconvened.

VI. Adjournment

Councilmember Romack **moved to adjourn;** Councilmember Landis **seconded; unanimous approval**. The meeting was adjourned at 5:51 p.m.

APPROVED:

CITY OF LITCHFIELD PARK

_____
Thomas L. Schoaf, Mayor

/mre

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Litchfield Park held on the 3rd day of December, 2014.

I further certify that the meeting was duly called and held and that a quorum was present.

_____
Mary Rose Evans, MMC, City Clerk

MINUTES OF THE SPECIAL MEETING
OF THE LITCHFIELD PARK CITY COUNCIL
DECEMBER 3, 2014

I. Call to Order

The meeting was held in the Litchfield Elementary School cafeteria and called to order at 6:30 p.m. by Mayor Schoaf.

Members Present: Mayor Schoaf; Vice Mayor Faith; Councilmembers Blake, Landis, Mahoney, Romack, and Stucky.

Members Absent: None.

Staff Present: Darryl H. Crossman, City Manager; Sonny Culbreth, Assistant City Manager and Director of Recreation & Community Services; Mary Rose Evans, City Clerk; Carla Reece, Assistant City Clerk; Pam Maslowski, Planning Services Director; Susan Goodwin, City Attorney; Jason Sanks, Planning Consultant; Woody Scoutten, City Engineer; Jim Rumpeltes, Economic Development Director; and Terri Roth, Administrative Assistant–Records Management.

II. Pledge of Allegiance and Invocation

Mayor Schoaf led the Pledge of Allegiance.

III. Business

A. Public Hearing: Request to Add Approximately 5.6 Acres, Generally Located on a Portion of the Southern and Eastern Boundaries of the Heritage (Red) Golf Course, to the Village at Litchfield Greens Planned Development (Village at Litchfield Park) Generally Located at the NWC of Litchfield Road and Village Parkway and to Amend the Zoning for the Acreage from City of Litchfield Park Open Space (OS) to Planned Development (PD) with an Underlying Zoning District of Residential Cluster (RC).

The Mayor opened the Public Hearing. He said this process has been underway for nearly a year. The process was designed to allow input from all residents, including part-time residents, to give Staff time for sufficient review, and for the applicants to listen to comments from residents and Staff and to make adjustments accordingly. This Public Hearing is for consideration of changing the zoning of the golf course Open Space to allow residential development on the north side of the proposed Cachet Homes. He requested that anyone who wants to speak on this issue to submit a Request to Speak form. The Mayor noted that Councilmember Mahoney has declared a conflict of interest on this item, and he has removed himself from the discussion and from the dais.

The Mayor further explained that this item is for information only, and no action will be taken at this meeting. The hearing will be continued with possible action on the item at the next meeting on December 17, 2014.

Mr. Crossman said this item concerns Zoning Amendment (ZA) 14-02 and is associated with General Plan Amendment (GPA) 14-01. The protection of Open Space property is recognized by the Litchfield Park General Plan and Zoning Code. The applicant (JDM) has requested rezoning on 5.6 acres of the Heritage (Red) Golf Course. Notices were sent to homeowners within 1000 feet of the property.

There were no requests to speak and the Mayor continued the Public Hearing to December 17, 2014, at 7:00 p.m., at Litchfield Elementary School Cafeteria.

IV. Adjournment

The Mayor adjourned the meeting, without objection, at 6:47 p.m.

APPROVED:

CITY OF LITCHFIELD PARK

_____
Thomas L. Schoaf, Mayor

/mre

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Litchfield Park held on the 3rd day of December, 2014.

I further certify that the meeting was duly called and held and that a quorum was present.

_____
Mary Rose Evans, MMC, City Clerk

MINUTES OF THE SPECIAL MEETING
OF THE LITCHFIELD PARK CITY COUNCIL
DECEMBER 3, 2014

I. Call to Order

The meeting was held in the Litchfield Elementary School cafeteria and called to order at 6:48 p.m. by Mayor Schoaf.

Members Present: Mayor Schoaf; Vice Mayor Faith; Councilmembers Blake, Landis, Mahoney, Romack, and Stucky.

Members Absent: None.

Staff Present: Darryl H. Crossman, City Manager; Sonny Culbreth, Assistant City Manager and Director of Recreation & Community Services; Mary Rose Evans, City Clerk; Carla Reece, Assistant City Clerk; Pam Maslowski, Planning Services Director; Susan Goodwin, City Attorney; Woody Scoutten City Engineer; Jim Rumpeltes, Economic Development Director; and Terri Roth, Administrative Assistant-Records Management.

II. Pledge of Allegiance

Since the Pledge of Allegiance was recited in the meeting immediately prior to this meeting, the Pledge was not repeated.

III. Business

The Mayor noted that this first item is the only item on the agenda for action. All other items are Public Hearings, for information only.

A. Resolution Defining a Volunteer Position

Councilmember Blake **moved** to approve the proposed resolution defining a volunteer position entitled to workers' compensation benefits; Councilmember Landis **seconded; unanimous approval**. (Resolution 14-369).

B. Public Hearing: Northwest Corner of Litchfield Road and Village Parkway

1. Proposed Resolution Terminating a Development Agreement and Approving a New Development Agreement with Wigwam Town Parcels, LLC and Wigwam Joint Venture, LP: Related to Approximately 28 Acres Located at the Northwest Corner of Village Parkway and Litchfield Road

2. General Plan Amendment Application GPA 14-01: LP: Proposed Resolution Adopting a Major Amendment to the City of Litchfield Park General Plan to Amend the Land Use Map Designation for Approximately 31 Acres Located at

the Northwest Corner of Litchfield Road and Village Parkway from Resort, Golf Course, Open Space, and Commercial to Medium Density Residential (4.1 – 8 Dwelling Units Per Acre)

3. <u>Zoning Amendment Application ZA 14-02:</u> Proposed Ordinance Amending Ordinance No. 91-07 (as Amended by Ordinance Nos. 01-67 and 06-112) to Amend the Zoning Designations for Approximately 28 Acres Located at the Northwest Corner of Village Parkway and Litchfield Road from Open Space (OS) and Planned Development (PD) with Underlying Zoning Designations of Low Density Multi Family (MFL), Neighborhood Commercial (NC), and Resort (RT) to Planned Development (PD) with an Underlying Zoning Designation of High Density Residential (RD Cluster)

Mr. Crossman reviewed a PowerPoint presentation giving background on the six General Plan Amendments (GPAs) filed with the City in February, plus the three Zoning Amendments (ZAs) and three Development Agreements (DAs). He noted that in May, one GPA application (GPA 14-04) was withdrawn. Included in the presentation was the following information:

- The goals of the General Plan are "to maintain, improve and protect the highly desirable physical and social living environment of the City of Litchfield Park."
- A Major GPA is a proposal that results in a substantial alteration of the land use mixture or balance, as established in the General Plan land use element.
- A Zoning Amendment (ZA) (rezoning) is more specific than a GPA, and allows a change in land use regulations on a specific property.
- A Development Agreement (DA) is a contractual agreement between the City and a landowner.
- The applications have been subjected to extensive review and analysis by Staff and the public.
- It is important for the Wigwam to thrive and succeed.

Mr. Sanks said the total combined applications could potentially increase the population density by 20%. He then reviewed applications GPA 14-01, ZA 14-02, and DA 14-01, including the following information:

- This proposed project would replace the Awenasa condominium project approved several years ago.
- The request to rezone 5.6 acres of Open Space on the Heritage Golf Course removes the Halfway House and the practice putting green.
- Cachet Homes is proposing 167 units with appropriate access and amenities. One third of the development is for single-family detached homes; the townhomes will have four units per building; and condos will have garage access.
- Target market is empty nesters and young professionals.
- The developer was asked to establish a site for a maintenance facility.

Responses to questions from Council were as follows:

- A development timeline is not yet established, and the City Attorney will work with the developer to nail it down.
- A condition cannot be imposed on a GPA.
- The rezoning ordinance and the DA are separate from the GPA.
- Language will be included regarding access to the underpass from the westside of Litchfield Road.

Tom O'Malley, representing JDM, thanked and praised Staff for their professionalism during this long process. It has been a very positive experience, particularly with City Manager Crossman. Their plan is an improvement to what would be allowed on the property today.

Matt Cody, Cachet Homes, said their company has been in the Valley for 20+ years, and they cater to Baby Boomers. Litchfield Park is a Norman Rockwell painting; it is a gem. They will bring a nice product to this setting.

The Mayor opened the meeting for public comment.

Michael and Roxanne Kearns were unable to attend tonight's meeting and submitted an email for the record. They support what the P&Z Commission sent to the City Council as a "do pass" recommendation. The Wigwam has been an exceedingly beneficial partner to our community and they hope that relationship continues for years to come. They asked Council to pass the recommendations on all agenda items.

Ginny Solis said she does not want to see a dirt lot where her children are growing up. The City needs more residential and commercial development; she supports JDM's proposals. If we don't accept change, we will be forgotten. She does not want to raise her children in a "forgotten city."

Larry Baker disclosed that he is on the Boards of Directors of La Loma Continuum of Care Center and Sun Health. He spoke in favor of all the GPAs. He believes the tweaks to the golf course are minor, and he hopes the Council will find a way to approve everything. This is a golden opportunity for the City to move ahead.

Christine Johnson said she is speaking in support of all the GPAs. She is concerned that, if they are denied, there will be: (1) A continuation of undeveloped dirt lots, (2) No growth or change to the City, (3) Possible deterioration of the Wigwam, and (4) JDM not being a supporter of what is going on in the City. Other companies have been involved with the Wigwam, and they did nothing for the City. Further considerations are taxes, property values, and improvement of the downtown area. Without compromise, there is no chance for success.

C. Public Hearing: Northwest Corner of Litchfield Road and Wigwam Boulevard

1. <u>General Plan Amendment Application GPA 14-02</u>: Proposed Major Amendment to the City of Litchfield Park General Plan to Amend the Land Use Map Designation for Approximately 15 Acres Located at the Northwest Corner of Litchfield Road and Wigwam Boulevard from Commercial to Mixed Use (Commercial/Multi Family) and Amending the Text of the General Plan to Establish a Vision for the Development of the Property

Mr. Crossman said this item includes GPA 14-02. For identification purposes, this property was formerly owned by Jack Rose, and JDM is now the owner. It is part of the city center planning area, and it is imperative that future uses complement the future development of the city center to the east (the land behind City Hall).

Mr. Sanks said Staff was not originally supportive, but they have worked with the applicant to come up with language to amend the General Plan Land Use Map and Element to create a vision for the property. The applicant has committed to 75,000 square feet of retail, as opposed to the 85,000 suggested in the Rick Hill Study. The applicant requests the flexibility to build residential on the property without it only having to be above retail. Commercial uses can be developed alone. If a residential use is developed, the residential use must be developed and constructed at the same time as the commercial uses or at a later time. Staff recommends approval as presented, and the P&Z Commission recommended approval.

All the applications have been sent to Luke AFB and the school districts for consideration. On all counts, the school districts have the capacity to accommodate future school students that may generate from the residential on the sites. Luke AFB did not have objection to any of the GPAs being considered.

Tom O'Malley, representing JDM, said they want to create the best opportunity to attract builders. They believe an important component is to mix residential in with commercial, and not to require it all to be above the commercial. They still must submit specific site plans once a developer is interested.

Responding to questions, Mr. Sanks said:

- Existing uses allow commercial with residential above; no freestanding residential.
- Apartments are permitted.
- Theoretically, an apartment complex would be permitted, but a site plan must be submitted.

The Mayor opened the meeting for public comment.

Helen Breunlin said she is representing her husband and her children. She was concerned that the property would become houses and a strip mall, but that concern was addressed. There is a possibility the high school district will submit a bond to the voters to build another school. Millennium High School is at capacity, and the district is almost at capacity. She is a bit concerned about the density of the residential. It sounds like Council is addressing her concerns.

D. Public Hearing: A Portion of the Wigwam Patriot (Blue) and Gold Golf Courses Located North of the Wigwam Resort and East of Red's Grille

1. A Resolution Approving a Development Agreement (DA 14-02) Between the City of Litchfield Park and Wigwam Joint Venture LP

2. General Plan Amendment GPA 14-03 and the Associated Draft General Plan Amendment Resolution

Mr. Crossman presented the following information:

- The previous application requesting change on 18.5 acres was amended to 7.5 acres, and the new location does not include golf course land.
- The proposal includes rentable units with lock-off rooms, doubling the number of rooms for rent.
- Concerns by Staff include playability of the course(s), traffic on local streets, clarification of rentability of units, on-site parking, on-site and off-site drainage, and sight lines.

Mr. Sanks said it is challenging to move from a low-impact use of Open Space to high-density resort units in an effort to expand the Wigwam room base. Staff initially recommended denial, but believes a compromise has been found through the revision and the process. This brings sustainability to the Wigwam, mitigates the impact, and preserves the intent and integrity of the golf courses. Staff is recommending approval subject to recommending approval of the Development Agreement, which is not finalized.

Responses to Council questions were as follows:

- Any future request for additional rooms would be up to the applicant.
- The steps for this issue are: (1) Approve a Development Agreement (which is actually a pre-development agreement); (2) Approve the GPA; and (3) Those two items will be a guide for the Zoning Application.
- A Development Agreement would be a companion later on.
- The GPA should not be approved if there is no intention to approve rezoning.

Mr. O'Malley said they want to strengthen the bookings and create excitement about the locale. They are interested in creating an environment where they will sell to develop or start development themselves. The Wigwam needs more rooms; they can fill all of the rooms. He believes the SEC has changed some of their restrictions, and rental pool

agreements are now allowed. If the proposal does not give them sufficient rooms, they can look at other resort land. This plan creates the least impact, is the farthest from residences, it makes sense and strengthens the resort.

Mr. O'Malley continued, saying the issues of parking, traffic and how this development interacts with the City are important issues. If the downtown core is developed, traffic from that development will be far greater than that from this proposed development. Approval of this GPA will give the applicant the knowledge and trust needed to guide them to a good design.

Responding to questions from Council, Mr. O'Malley said:

- JDM is not a builder. They own the land and bring in partners with expertise, such as development consultants, hotel consultants, etc.
- He still believes the withdrawn GPA 14-04 is a good plan, but he does not intend to bring it back.
- Selling the Heritage (Red) Course does not seem viable, and it would never be sold to a competitor who would turn it into a cut-rate course.
- They continue to invest in the resort; however, even turning this property into a parking lot would require Council approval.
- They are looking for 400 hotel rooms (200 houses), but perhaps only one third will be available at a time.
- Detailed plans will be shown on the site plans, with parking, traffic patterns, and more specifics.
- He will provide Staff with the published articles about the change in SEC law that he referenced previously.

The Mayor opened the meeting for public comment.

Helen Breunlin expressed great appreciation to Council, Staff, JDM and everyone who has worked so hard on this application. All her concerns have been addressed. Going forward, we should trust our City Council.

Al DeBoer said Litchfield Park is unique with its considerable green space, this plan destroys that resource. The Council has to determine the long-term viability and livability of the City. Everyone wants the Wigwam to be successful. If the project is built, it might not solve their issue; no one knows. Another solution is to build on their own footprint and replace the current inefficient casitas. The new proposed acreage is reduced, but is still unreasonable. Don't take the green space.

Bob Densford asked if the City still has complete control over the developers after a GPA is accepted. If not, he does not favor acceptance. Ms. Goodwin responded that if a GPA is approved, that does not mean the Council has to approve the zoning. Council still has control. There is always a risk, though, that the development will not come to fruition.

Kevin Kenkel thanked Council and JDM for their efforts. There is a lot of vacant dirt and someone has come to the City with a vision. We need a vision of how to route people through the area, and we need the vision to come up with a solution.

Chris Wright said he does not golf, he is not in the hotel industry, and he is not a builder. He recalled a similar situation in San Diego: An old hotel similar to the Wigwam needed to compete, needed to expand because it was far from downtown. The Wigwam is key to Litchfield Park, and we have to have the vision to make changes. JDM is asking for less than 2% to be allocated to Resort. Approval does not give carte blanche to do as they please. It is essential that the property thrives, and he supports the project.

Terry Swicegood said everyone feels strongly about the community and they have different visions for it. We are fortunate to have such caring, competent and committed people on the Council. Preserving the Park means preserving the Gold and Blue Courses, not building on those most precious assets. He quoted from the Wigwam's website that describes the parkland setting.

Roxanne Bolte said she is concerned about traffic and wait times. It is already more difficult to enter Wigwam Boulevard from Villa Nueva Drive. With proposed development, Wigwam Boulevard will become more of a mini-artery.

Roger Colehower said he attended the P&Z Commission meeting on November 24, and Staff recommended denial of this application. The Commission voted 4-3 to recommend it, which was not overwhelming. The process has been with the City since February, it appears that Staff has changed their minds, and he asked for an explanation. He does not believe this is a complete proposal, and he hopes the City Council will vote against it.

Mr. Sanks responded that Staff recommended denial at the P&Z Commission meeting on November 24, in the absence of a zoning case. It is an option for the applicant to reapply in 2015.

Marcia Ellis said most of the people in the room would not be here if the City stopped growing in 1966. There has been a tremendous increase in traffic, and more traffic will come as other cities develop around us. It is shameful to watch and do nothing. We need a commercial area to serve the Wigwam, and that won't happen if the Wigwam does not grow. The Wigwam has property rights, and we need to allow them the flexibility to be successful. If we don't take a chance, we won't have a chance to get it right.

Robert Taylor said JDM had a meeting with residents shortly after purchasing the Wigwam. Jerry Colangelo (a JDM partner) advised that the Blue Course would be closed and developed into residential. That plan was scrapped. A later plan was to develop a subdivision on the Blue and Golf Courses. JDM did not purchase the Wigwam to save the City or the Wigwam; they are an investment company. They are good business people, this is an opportunistic investment, and we will be looking at new owners in the future. He

asked Council to consider whether there might be "some parts" to hold back for the next owner.

Karen Frank expressed admiration for what Council is doing. She has met many nice people throughout this process, including representatives of JDM. She doubts that JDM will hold the Wigwam forever, and the City should not give up everything. We don't know enough about this application. Even on her private property, she cannot build anything she wants without going through the zoning process to obtain permission to build. We need more details about the plan.

Ruth Cox said the Development Agreement is a new wrinkle, proposed just recently. She believes Staff is bending over backwards to work with JDM. It is true that JDM owns the Gold Course, but it is a rare course, and she does not understand why you would want to destroy something so rare. The course is unique in Arizona and the world. Pinehurst formerly had seven courses and now it has nine courses. We should not worry if the Gold Course remains the same.

David Ellis said he is amazed at how many experts are in the audience who know how the Wigwam should run their business. Negative speculation is not good for the community. We have a win-win situation before us. We need the courage and wisdom to take the steps forward.

At this time, Councilmember Mahoney returned to the dais, 9:14 p.m.

Items E and F were handled together.

E. Public Hearing: Amendment to the Litchfield Park Zoning Code by Amending Section 2 Definitions, Subsections 2.04 Definitions to Add New Definitions; by Adding New Section 27A Agritourism District; by Amending Section 28 Zoning Matrix/District Requirements Summary to Add Agritourism Districts and Uses Permitted

F. Public Hearing: Northwest Corner of Litchfield Road and Camelback Road

1. General Plan Amendment Application GPA 14-05: Proposed Amendment to the City of Litchfield Park General Plan to Amend the Land Use Map Designation for the Northwest Corner of Litchfield and Camelback Roads from Mixed Use (Public Facility & Residential) to Commercial for Approximately 38 Acres Located on the Southern Boundary of the Property and for the Addition of the Term "Agritourism" to the Mixed Use (Public Facility/Residential) Designation for the Remainder of the Property

2. Proposed Zoning Amendment Application ZA 14-03: Proposed Ordinance Amending the Zoning for Property Located at the Northwest Corner of Litchfield and Camelback Roads from Planned Development (PD) with

Underlying Zoning Designations of Residential Estate (RE), Public Facilities (PF) and Neighborhood Commercial (NC) to Planned Development (PD) with Underlying Zoning Designations of Residential Estate (RE), Public Facilities (PF), Neighborhood Commercial (NC), and Agritourism

Mr. Crossman noted that ZA 14-03 was continued to March 10, 2015, by the P&Z Commission.

Mr. Crossman said the proposal is to change the General Plan Land Use designation from Mixed Use (Public Facility/Residential) to Mixed Use (Residential/Public Facility and Agritourism) for approximately 27 acres at the corner of Litchfield and Camelback Roads, and to Commercial for approximately 38 acres on the north side of Camelback Road. Staff believes the proposed uses are a good fit for this site.

Mr. Sanks said Agritourism is a new zoning designation for Litchfield Park. He displayed a map showing boundaries and possible uses for Agritourism. ZA 14-03 was continued by P&Z and will return to Council's agenda in March or April, 2015.

Joe LaRue, representing Sun Health, thanked the Mayor and Council, and especially the City Manager for the Agritourism concept. He also thanked Robert McGeorge and Todd Kinney, who have put energy behind this concept and tied the concept to the history and legacy of Paul Litchfield. The continuation was requested to allow the architects to further develop and tie the picture together.

The Mayor said this is one of the most exciting concepts and could be a signature item for the City. The Denny family, as well, are excited about the proposal. The Mayor then opened the meeting for public comment.

Jeff Raible said, in the interest of full disclosure, he is Chairman of the P&Z Commission and is a Boardmember of the Litchfield Park Historical Society. Those are volunteer activities and present no conflict of interest. P&Z postponed discussion on the zoning application at the applicant's request. He believes that, pursuant to Ordinance 02-77, Sun Health is obligated to provide a crossing between the La Loma campus and the development to the east side of Litchfield Road.

G. Public Hearing: Northeast Corner of Litchfield and Camelback Roads

1. Proposed Resolution Approving an Amended and Restated Development Agreement Amending the Development Agreement Dated February 7, 2001, and Amended February 27, 2002, Related to Proposed Residential Development of Approximately 53 Acres Generally Located at the Northeast Corner of Litchfield and Camelback Roads (Residential Parcel)

2. Proposed Resolution Approving an Amended and Restated Development Agreement Amending the Development Agreement Dated February 7, 2001,

and Amended February 27, 2002, Related to Proposed Commercial Development of Approximately 27 Acres Generally Located at the Northeast Corner of Litchfield and Camelback Roads (Commercial Parcel)

3. General Plan Amendment Application GPA 14-06: Proposed Amendment to the City of Litchfield Park General Plan to Amend the Land Use Designation for Approximately 53 Acres Located North of the Northeast Corner of Litchfield and Camelback Roads from Commercial to Low Density Residential (2.1 – 4 Dwelling Units Per Acre)

4. Zoning Amendment Application ZA 14-01: Proposed Ordinance Amending the Zoning for 53 Acres Generally Located North of the Northeast Corner of Litchfield and Camelback Roads from Community Commercial (CS) to Planned Development (PD) with an Underlying Zoning Designation of High Medium Residential (R1-8)

Mr. Crossman said the proposed residential section includes 121 single-family homes in 53 acres to be built by K.Hovnanian (KHov) Homes. The proposed commercial section includes a Fry's Marketplace and other commercial-use pads on 25 acres, totaling about 155,000 square feet of commercial. No zoning change is required for the commercial area. Staff has worked with the applicant to create a GPA, ZA, and a DA for the site.

Mr. Sanks displayed a map of the area under consideration, showing both the commercial and the residential areas. The P&Z Commission recommended all items, but added language into their recommendation for the residential parcel to include a lighting provision for neighbors on the east. There is an existing DA on the property with provisions to mitigate impacts to the residents on Campina Drive. KHov is offering a significant number of elevations and options for the small 121-lot community.

Questions arose as to whether the entire parcel could eventually become residential, and whether any parcels are under contract for sale. Mr. Sanks said Fry's will not enter into an agreement requiring them to build before the residential is built.

Mike Curley, representing Rep Sun II, said the entire site was originally zoned for commercial. Fry's is very engaged and interested, but they prefer to have a customer base and not go through streets construction. He can go back to Kroger's (parent of Fry's) regarding a contemporaneous option.

Council asked questions and/or expressed concerns about the following:

- The parks are small and will not accommodate ball fields, forcing the children to use existing parks in Litchfield Park.
- The Zoning Code requires 40% lot coverage, and these lots show 55% coverage.
- Emergency access for the area.
- Cartpaths/sidewalks are 7 feet wide, and an 8-foot width is preferred for golf carts and sidewalks.

- Setbacks/Driveway lengths to accommodate long vehicles.
- Drainage in the retention areas.
- Impact on schools.

Responding to the comment about parks and the necessity for the children to come to soccer and ball fields in the established part of the City, Mr. Curley spoke about the tax revenue expected for the City, the architecture of the plan, and landscaping. There will be a large space of one and one-half acres used as a retention and buffer area. Concerning setbacks, a long-bed truck parked in a driveway will not block the sidewalk.

Paul Veckey, KHov Homes, said that four park spaces are planned, two with ramadas and a BBQ. No ball fields are included, but they will have a diversity of amenities for informal activities. The northern section of the development is geared to families, and the southern part is more eclectic, possibly for empty nesters, etc. Answering another question, Mr. Veckey said the actual footprint of homes is 48-49% lot coverage, with an extra 5% space for gazebos and other backyard structures and flexibility. That is not uncommon in production lots.

Mr. Sanks said the northern residents could exit to Missouri Avenue in the case of emergencies, there is a 25-foot easement, and there is a good split between lots on the southwest portion of the residential development for emergency access. The fire department could open the gate for access. He doubts the whole development will have 55% lot coverage, since two-story homes have smaller footprints.

The Mayor opened the meeting for public comment.

Jeff Raible said he is expressing his personal opinion. He has concerns for future residents moving to the center of this development and their ability to access businesses on the west side of Litchfield Park. He suggested that the DA include a requirement for an enhanced crosswalk at the mid-point, rather than at Missouri Avenue. He strongly urged that a quarter-mile underpass crossing be provided.

Mr. Curley said the access is located at the crest of the hill for visibility.

Ron DeCandia said his backyard faces the center of the proposed Fry's. The Campina neighbors had a successful meeting on September 23 with representatives of Fry's, Evergreen Devco and Sun Health. On October 14, he presented his concerns at the P&Z meeting. On November 12, he again met with representatives of Fry's, Evergreen Devco and Sun Health, and they helped his understanding of the proposal. On November 16, he sent a letter with 16 signatures, all stating no objection to GPA 14-06; however, there are still some concerns. He has received a reply from Fry's, but not from the City. His research shows that property values decrease when adjacent to commercial properties. He is concerned about the 24/7 gas station; increasing the height of the perimeter wall will help, but a traffic light will come right through his bedroom window.

Mayor Schoaf said the property has long been zoned for commercial. The City Council did not receive his letter, and would like a copy so they could fully understand the unresolved concerns. (Mr. DeCandia then provided a copy of the letter.)

Marcia Ellis said the 121 homes will create an additional impact on existing parks. Nearly every neighborhood has a two-to-three acre park. Something must be done to create a large park. If the residential parcel is built and the commercial is not, the current residents don't want to be stuck holding the bill.

There were no additional requests to speak.

IV. Executive Session

The Executive Session was not held.

V. Adjournment

Councilmember Landis **moved** to adjourn; Councilmember Mahoney **seconded; unanimous approval**. The meeting was adjourned at 10:28 p.m.

APPROVED:

CITY OF LITCHFIELD PARK

_____
Thomas L. Schoaf, Mayor

/mre

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Litchfield Park held on the 3rd day of December, 2014.

I further certify that the meeting was duly called and held and that a quorum was present.

_____
Mary Rose Evans, MMC, City Clerk

CITY OF LITCHFIELD PARK COUNCIL COMMUNICATION	NWC of Village Parkway and Litchfield Road

TO: HONORABLE THOMAS L. SCHOAF AND MEMBERS OF COUNCIL

FROM: JASON SANKS, PLANNING CONSULTANT

THROUGH: DARRYL H. CROSSMAN, CITY MANAGER

MEETING DATE: DECEMBER 17, 2014

SUBJECT: DEVELOPMENT OF THE 28 ACRE PROPERTY AT THE NWC OF VILLAGE PARKWAY AND LITCHFIELD ROAD

RECOMMENDED MOTIONS

1) **APPROVAL OF DA14-01, THE DRAFT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LITCHFIELD PARK AND WIGWAM TOWN PARCELS LLC.**

2) **APPROVAL OF GPA14-01 AND THE ASSOCIATED DRAFT GENERAL PLAN AMENDMENT RESOLUTION, SUBJECT TO REDUCING THE ACREAGE TO 28 ACRES AND MATCHING THE ZONING DISTRICT BOUNDARY OF ZA14-02.**

3) **APPROVAL OF ZA14-02 AND THE ASSOCIATED DRAFT ZONING ORDINANCE, SUBJECT TO THE FOLLOWING CONDITIONS AS FOUND IN THE DRAFT ZONING ORDINANCE:**

BACKGROUND / DISCUSSION

Staff has prepared a report for the purpose of presenting to the Planning and Zoning Advisory Commission (PZ) and City Council the relevant documents pertaining to a development proposal at the northwest corner of Litchfield Road and Village Parkway. These documents include a Development Agreement, General Plan Amendment Resolution, and Zoning Ordinance. The report is intended to provide informational references to guide the consideration of the proposal in regards to its conformance with the goals and policies of the City's General Plan and Zoning Ordinance. As presented in prior Study Session meetings for both the PZ and City Council, points to consider in this evaluation should include the following:

- Planning (good land use principles)
- Financial impacts on the City of Litchfield Park (revenues/expenses)
- Engineering impacts (sewer, water, traffic, environmental)
- Economic Development impacts (sales tax generation)
- Schools, Luke Air Force Base

In an effort to study the requests in greater detail and to gather public comment on the applications, the City has made extensive efforts to consider all aspects of the development proposal. These include, but are not limited to, the following:

- Preparation and presentation of the Retail Market Feasibility Study
- Neighborhood Meetings hosted by the applicant
- Citizen Review Meetings hosted by the City of Litchfield Park
- Financial Impact Analysis prepared by the City's Finance Director
- Study Sessions with the PZ, City Council, and Design Review Board (DRB)
- Planning Commission hearing
- Multiple channels for public comment on the applications

OVERVIEW

The 28 acre property is located at the northwest corner of Litchfield Road and Village Parkway, within the Village at Litchfield Greens Planned Development. Most of the property is designated as Resort, although there are five acres of Commercial and a few acres of Open Space and Golf Course (Heritage "Red" Course). The last approval on the property was for a project known as "Awenasa", a condominium project tied to the Wigwam that was an effort to provide the resort overflow rooms. That project did not include any of the Commercial, Open Space, and Golf course designated land that is in the current proposal. The development intent of that project was to build condominiums that would also provide overflow hotel rooms for the Wigwam Resort. The current owners, JDM, have decided that this location is not appropriate for hotel rooms due to their location across Litchfield Road. Rather, they are proposing to rezone the property to Residential Cluster with a Planned Development overlay. JDM anticipates partnering with Cachet Homes to develop a residential community that will no longer be directly affiliated with the resort to provide overflow rooms.

The current proposal includes 167 total units resulting in a density of 6.0 dwelling units per acre. The developer, Cachet Homes, proposes a mix of three housing types for the project. Single family detached homes are located on the west side of the development, while a mix of townhomes and condominiums are proposed as the project extends east towards Litchfield Road. All units will be "for sale". The applicant has provided exhibits that outline the site layout, general landscape themes, amenity areas, floor plans, and building elevations for the three unit types. These specific exhibits are tied to the rezoning application. Please note that there is a 3 acre discrepancy between the General Plan Amendment and Zoning applications. Staff requested this to be reconciled with the applicant prior to hearing but was not successful.

GENERAL PLAN

The purpose of the City of Litchfield Park General Plan is to "identify community goals and designate the proposed general distribution, location and extent of such uses of land and other measures to satisfy the goals of this document. The goals shall be to maintain, improve and protect the highly desirable physical and social living environment of the City of Litchfield Park". Staff, in its evaluation of this proposed amendment, must keep this goal at the forefront of consideration when reviewing changes to the document and land use map.

The proposed change in land use is considered a Major General Plan Amendment because of the request to re-designate land from Resort, Open Space, Golf Course, and Commercial to Residential. This requires the proposal to be heard at one public hearing in the calendar year

and will require a two-thirds vote of the members of City Council to receive approval. The City Council may, at its discretion, approve, deny, or continue the separate requests on an individual basis. However, the necessary order for which the documents should be approved, should the Council so move to, should be: 1) Development Agreement, 2) General Plan Amendment Resolution, and 3) Rezoning Ordinance.

The majority of this vacant property is designated as Resort, a land use designation that would have supported development of the resort related condominiums. While Staff did not find any issue with the request to re-designated the Resort property to Medium Density Residential, it did find the proposed loss of 5 acres of Commercially designated land near the downtown core of Litchfield Park a loss of a potential asset. However, considering that the Awenasa project was not a good fit for the community and the Cachet proposal was a project of good quality, Staff found the overall impact of the development proposal a benefit to the community that met the intent of the General Plan's goals and policies. Staff, however, is recommending that the approval of the General Plan amendment be limited to the boundaries of the companion zoning case which includes three fewer acres. The applicant has not submitted sufficient justification for a General Plan Amendment for those three additional acres.

RICK HILL STUDY

The Rick Hill Study specifically addressed the 5 acre commercial portion of this request. Mr. Hill found that approximately 46,800 SF of commercial development on this property was viable, and should be coordinated to "book end" commercial/mixed use development of the 15 acre commercial property on the south side of Village Parkway. Whilst Staff debated at length whether to retain the 5 acre property for commercial uses, the recommendation to allow the 5 acres to go residential was found a reasonable solution for the quality proposal from Cachet Homes. JDM and Cachet Homes both argued at length that commercial uses in this location was not only not viable, but that it would have a detrimental impact on the proposed condominium project. The "book end" concept will likely be addressed in the future, but rather with residential uses on both sides of Village Parkway so that the nature of the parkway is preserved with lower traffic volumes and the less intense residential land use.

FINANCIAL IMPACT

Ben Ronquillo, The City's Finance Director, has completed a summary of the financial impact that this proposal will have on the City. His summary is as follows:

"The applicant is requesting a change in land use in order to develop a cohesive residential development by Cachet Homes. The fiscal impact of the residential development is deemed to be neutral because it is proposed to be a private/gated community. One-time construction related revenues are estimated to be about $2,000,000 for the Cachet Homes development (applicant's estimate). The amendment includes the request to change approximately 5 acres of commercial property into residential property. Changing commercial property into residential property will eliminate the potential to develop retail at this location. If developed as retail, this 5 acre parcel is projected to generate approximately $524,000 in annual sales tax revenues. This potential is lost once the parcel is changed from commercial to residential. This proposal is deemed by Staff to be an improvement over what was previously planned at the site and is viewed as a positive development for the City."

REZONING

The rezoning application includes a request to rezone the property from Planned Development (PD) with an underlying zoning district of Low Density Multi-Family (MFL), Neighborhood Commercial (NC), Resort (RT) and Open Space (OS) to Planned Development (PD) with underlying zoning district of High Density Residential Cluster (RC Cluster). Cachet Homes has provided a sheet of proposed development standards which would be adopted through the Planned Development request. The Planned Development booklet also provides numerous exhibits related to site layout and architecture that are tied to the draft Zoning Ordinance.

SITE PLAN

The current layout indicates that the project will take primary access from Village Parkway with a gated entry. A secondary access point has been proposed for Litchfield Road that is a "controlled entrance" for residents only (no call box for guests), but serve as an exit for both residents and guests. Maintaining two entrances to this project is important, particularly by keeping direct access to Litchfield Road. Village Parkway is a narrow, divided collector with one-way traffic in each direction. The City Engineer is concerned with the additional traffic trips of this development on the unique traffic circulation pattern of Village Parkway. Focusing residents and guests to utilize the Litchfield Road access drive will help to alleviate traffic on the Parkway.

Upon entering the community, residents will immediately face their primary amenity which staff finds desirable as they will associate their community with this feature. Turning left from this point will take residents into the single-family detached housing portion of the community. This area is generally defined by short cul-de-sacs that terminate just short of Village Parkway. Staff finds the 32' paving section for the private streets are acceptable for street parking and emergency vehicle access.

The initial submittal also only proposed sidewalks on one side of the street. Since that time, the applicant has provided sidewalks on both sides of the street.

For residents living on the east side of the development in the townhomes or condos, a single loop local street provides access to short driveways and auto-court style drives that allow access to the garages of the multi-family units. The proposed wider street section will help to provide on street guest parking.

Staff, PZ, City Council, and the DRB have advised the applicant through the design phase of the site plan to orientate the unit fronts to Village Parkway as found in Village at Litchfield Greens. Cachet Homes has made improvements to this effect by limiting the amount of walls along this frontage and ensuring to the extent possible that front doors of the multi-family units face the Parkway. Staff finds the current design acceptable.

The applicant is continuing to work with the City Engineer on the issue of drainage and retention. The site plan does not indicate any significant basins or passive open space onsite, but some narrow basins are proposed along Village Parkway. It is expected that two new basins will be provided for this project on the adjacent golf course. Nearly all of the proposed onsite open space is located in the 29,000SF primary amenity area or is comprised of the narrow green spaces that wrap the multi-family units. The single-family homes have private rear yards, so that area is not included into open space calculations although they are reflected

in “green” on the Conceptual Site Plan. Both the PZ and City Council have cited concerns that the development may not have sufficient park space or a tot lot play structure. Currently, the plan proposes a pool and fitness center. Cachet contends that their target market tends to have less children and are “empty nesters” or working professionals without children. Cachet has indicated that there may be additional passive open space provided along Village Parkway to provide retention and additional buffering and openness. The City is also requesting that the Cloverfield drainage basin located directly west of this project be dedicated and maintained by the community’s Home Owners Association. The basin is currently owned and maintained by the City.

Pedestrian connectivity into the development should continue to be closely evaluated. Staff feels a sidewalk connection/open space break should be provided on the west side of the development to directly connect to Cloverfield Street just before the gated entry beyond. A few more connections could be provided to Village Parkway from the condominium units as well. Staff will work with the Design Review Board (DRB) to finalize these connections under a future DRB application. The draft Development Agreement clearly states that this entire project will be subject to Design Review Board approval. While their review will not impact the overall street network design and unit count, the DRB can address issues such as landscaping palette, amenity design, wall and building elevations, colors and materials, etc…

ELEVATIONS

The architectural theme established for this development by Cachet is Santa Barbara. This architectural style is currently applied to all three housing types. Cachet has demonstrated a commitment to high quality architecture that applies significant level of detailing to all four sides of the elevations on the multi-family buildings. Initial concerns Staff expressed were whether the entire development should be one architectural style. Furthermore, one color palette was initially presented so the concern of “sameness” grew. Cachet acknowledges that the housing elevations are still in the early stages of design so they have encouraged feedback on what direction to take. A recent joint Study Session of the DRB and PZ offered encouraging dialogue on project design details that will be more closely addressed in a future DRB application.

OPEN ISSUES

As stated prior in this report, there are still open issues related to the site planning of this proposal. Final unit count and overall density may be reduced as these items are addressed. Until a final site plan resubmittal is complete that addresses Staff comments, the current layout has the following open issues:

- Drainage and retention plan needs to be finalized with the City Engineer
- Stronger pedestrian connection and presence at the intersection of Village Parkway and Litchfield Road.
- Submittal of a future Traffic Impact Study may impact roadway improvements and the design of access points.

DEVELOPMENT AGREEMENT

Although the draft Zoning Ordinance more explicitly outlines the conditions of approval to be associated with this development, there are a couple items in the draft Development

Agreement (DA) that pertain to this property that are not appropriate for inclusion in the zoning ordinance. The Heritage Red Course currently has no onsite Maintenance Facility for the housing of typical equipment such as lawn mowers, fertilizers, and other chemicals. Those items are currently brought to the site from the other Wigwam courses east of Litchfield Road. This property had been indicated in prior approvals as the site of a future Maintenance Facility. With the property building out as residential, this will preclude that from happening. The City finds that a maintenance facility is necessary in the future for this course and has required through the DA that a facility be constructed on the Red Course in the event the ownership of the Red Course or any portion thereof is separated from the ownership of the Gold Course.

Although Cachet homes is proposing a "for sale" housing product for the entire community, it is possible that they could ultimately not build the project. Since the quality of the project and housing types have garnered Staff support for the proposals, Staff is concerned that if Cachet went away, the property could be marketed to other multi-family developers and built into apartments of similar density. This type of change would materially alter the project and not receive similar support. Therefore, the DA includes a provision to restrict apartment uses on the property.

LUKE AIR FORCE BASE

James Mitchell, Director of the Community Initiatives Team at Luke Air Force Base, provided input on this request through a letter dated October 28, 2014. He notes that the location of this property is ".6 miles outside the 1988 JLUS 65 Ldn and 'high noise or accident potential zone' and is within the 'territory in the vicinity of a military airport'". He goes on to report that "the suggested Graduated Density Concept (GDC) at this distance from the 65 Ldn is a maximum of 6.0 dwellings per acre. With 31.1 acres and including approximately 240 acres of golf course, which is also owned by Wigwam, this development proposed density is .7 dwelling units per acre (210 units/271.1 acres). This request falls within the Luke AFB suggested Graduated Density Concept (GDC)." Staff notes from this letter that Luke Air Force Base has no objection to the proposed development.

SCHOOLS

Dan Ensign, Director of Construction for the Litchfield Elementary School District, provided input on this request through a letter dated October 14, 2014. Based on the 167 proposed residential units, the project is expected to generate an estimated 13 new students at Litchfield Elementary School and 7 students at Western Sky Middle School. Mr. Ensign further notes that the schools have the capacity to absorb the impact of the new students.

CITIZEN REVIEW

Both the applicant and Staff have gone to extended lengths to provide the public with numerous opportunities to review and comment on this proposal. This includes a website comment portal, neighborhood meetings, citizen review meetings, and Study Sessions with both PZ and City Council. The public has utilized these venues and provided both verbal and written comments. Staff will be providing to both PZ and City Council (under separate cover) a summation and print out of all public correspondence that has been submitted.

The initial application submitted by JDM, which preceeded their partnership with Cachet Homes), proposed a 350 unit multi-family development (200 apartment homes, 150

condominium units). This request was largely unpopular with the neighbors and community leaders for a number of reasons that were cited in the multiple public meetings. Primary concerns were related to density, traffic, and cost of public services to the new residents. Since the resubmittal of the condo project proposed by Cachet Homes, public sentiment has turned largely positive of the development. Generally, the neighbors find the proposal more palatable than the current Awenasa approval on the property.

SUMMARY

Staff finds that the proposed Cachet residential development will provide a new, residential subdivision of varied housing types that complement the City's desire for quality development. The applicant has worked closely with Staff to address concerns related to development impacts and found a reasonable compromise with its proposal. Pending revisions to the site layout will address issues that remain outstanding. Staff supports the proposed Development Agreement, draft GPA Resolution and Zoning Ordinance.

STAFF RECOMMENDATION

1) Staff recommends adoption of a resolution for DA14-01, approving the draft Development Agreement between the City of Litchfield Park and Wigwam Town Parcels LLC.

2) Staff recommends approval of GPA14-01 and the associated draft General Plan Amendment Resolution, subject to reducing the acreage to 28 acres and matching the zoning district boundary of ZA14-02.

3) Staff recommends approval of ZA14-02 and the associated draft Zoning Ordinance, subject to the following conditions as found in the draft Zoning Ordinance:

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission voted unanimously to approve all three proposals, per the Staff Recommendation.

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LITCHFIELD PARK, ARIZONA, AND WIGWAM TOWN PARCELS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND WIGWAM JOINT VENTURE, LP, AN ARIZONA LIMITED PARTNERSHIP RELATED TO THE DEVELOPMENT OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF LITCHFIELD ROAD AND VILLAGE PARKWAY; AND TERMINATING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LITCHFIELD PARK, ARIZONA AND LITCHFIELD PARK PROPERTIES, L.L.C. DATED MAY 2, 2001 RECORDED IN THE OFFICE OF THE MARICOPA COUNTY RECORDER AT 2001-0937437 AND THE AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LITCHFIELD PARK, ARIZONA AND LITCHFIELD PARK INVESTMENTS, L.L.C. DATED APRIL 5, 2006 RECORDED IN THE OFFICE OF THE MARICOPA COUNTY RECORDER AT 2006-0545450; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 provides that the City of Litchfield Park may enter into development agreements with a landowner relating to property within the City; and

WHEREAS, Wigwam Town Parcels, LLC, an Arizona limited liability company and Wigwam Joint Venture, LP, an Arizona limited partnership (collectively, "Owners") are the successors in interest to Litchfield Park Properties, L.L.C and Litchfield Park Investments, L.L.C. and are the current owners of real property located at the northwest corner of Litchfield Road and Village Parkway; and

WHEREAS, Owners and City desire to terminate the existing development agreement as to the property located at the northwest corner of Litchfield Road and Village Parkway and to enter into a new development agreement ("Development Agreement") governing the property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, that the development agreement between the City of Litchfield Park, Arizona and Litchfield Park Properties, L.L.C. dated May 2, 2001 recorded in the office of the Maricopa County Recorder at 2001-0937437 and the Amendment to Development Agreement between the City of Litchfield Park, Arizona and Litchfield Park Investments, L.L.C. dated April 5, 2006 recorded in the office

of the Maricopa County Recorder at 2006-0545450 are hereby terminated and the Development Agreement attached hereto as Exhibit A is hereby approved, and the Mayor is authorized and directed to execute the Development Agreement; and

FURTHER RESOLVED, that the City Clerk be and she is hereby authorized and directed to record a copy of the Development Agreement with the Maricopa County Recorder not later than ten days from the date of execution of the Development Agreement.

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA THIS _____ DAY OF _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
City Attorneys
By: Susan D. Goodwin

EXHIBIT A
DEVELOPMENT AGREEMENT

WHEN RECORDED RETURN TO: **DRAFT ~~11-26-14~~12-12-14**

City of Litchfield Park
Attn: City Clerk
214 W. Wigwam Blvd.
Litchfield Park, Arizona 85340

DEVELOPMENT AGREEMENT

CITY OF LITCHFIELD PARK, ARIZONA,
an Arizona municipal corporation

AND

Wigwam Town Parcels, LLC,
an Arizona Limited Liability Company
and
Wigwam Joint Venture, LP,
an Arizona limited liability company

_____, 2014

DRAFT

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DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made by and between the City of Litchfield Park, an Arizona municipal corporation (the "Litchfield Park"), and Wigwam Town Parcels, LLC, an Arizona limited liability company and Wigwam Joint Venture, LP, an Arizona limited partnership (collectively, "Developer"). Litchfield Park and Developer are sometimes referred to in this Agreement collectively as the "Parties**,**" or individually as a "Party."

RECITALS

A. Developer owns approximately twenty-eight (28) acres located at the northwest corner of Litchfield Road and Village Parkway in Litchfield Park, Arizona, which property is legally described on Exhibit A (the "Property").

B. Developer desires to rezone the Property from Litchfield Park Planned Development (PD) with an underlying zoning district of medium density multifamily (MFL), Neighborhood Commercial (NC), resort (RT) and open space (OS) to Planned Development (PD) with underlying zoning district of high density residential cluster (RC Cluster).

C. Litchfield Park is a small city of approximately 3.3 square miles with approximately 155 acres currently designated for commercial uses. Developer's General Plan amendment application and rezoning application will result in the loss of five (5) acres zoned currently as planned development with underlying zoning of neighborhood commercial (NC).

D. Developer intends to develop the Property as a community of cluster homes, consisting of Villas, Patio, and Cottage Homes (the "Development").

E. To accurately assess the impact of the multiple General Plan amendment applications and rezoning applications on Litchfield Park, the City (i) commissioned a study by Rick Hill of Rick Hill & Company to determine how much retail commercial uses Litchfield Park could reasonably expect to be developed, (ii) prepared an in-house analysis of the financial impact of the reduction of property zoned commercial, and (iii) reviewed a study submitted by Developer related to the financial impact of rezoning this and other properties in Litchfield Park from commercial zoning to residential zoning.

F. The City Council of Litchfield Park concluded that if all of the General Plan amendment applications and rezoning applications were approved, Litchfield Park would suffer a significant financial impact in the future as a result of the reduction of commercial uses and the increase in residential uses.

G. Developer's General Plan amendment application and rezoning application will result in the loss of five (5) acres currently zoned neighborhood commercial (NC).

H. The City Council has carefully considered the financial impact the loss of five (5) acres of commercial zoning will have on Litchfield Park, but believes that the quality of this

Development and the development of the Property in accordance with this Agreement will benefit the City and its residents.

I. This Agreement is a "development agreement" within the meaning of, and is authorized and entered into pursuant to, the provisions of A.R.S. §9-500.05. The Parties acknowledge the terms of this Agreement shall constitute covenants running with the land comprising the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing introductory paragraphs and Recitals, and the representations, mutual promises and agreements set forth herein, the Parties state, confirm, and agree as follows:

1. **Definitions**. Capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section 1.

Agreement means this Development Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to sections or exhibits are to this Agreement unless otherwise qualified. The introductory paragraphs and recitals set forth above are incorporated herein by reference and form a part of this Agreement.

Apartment Use means one or more buildings containing individual dwelling units owned by the owner of the building(s) and leased to occupants of the individual dwelling units.

City Council means the Common Council of the City of Litchfield Park, Arizona.

Development Plan means the plan for development of the Property attached as Exhibit B to this Agreement.

Litchfield Park Codes means the Litchfield Park Zoning Code, the Litchfield Park Subdivision Code, and the Litchfield Park Technical Codes adopted pursuant to Chapter 7 of the Litchfield Park City Code.

New Golf Course Maintenance Facility means a golf course maintenance facility to be constructed pursuant to Paragraph 3.4.

New Golf Course Maintenance Facility Location means the real property in the approximate location depicted on Exhibit C that is designated for use as a golf course maintenance facility in lieu of the existing golf course maintenance facility location, which is located on Section 22 of the Village at Litchfield Park Planned Development.

Property means the real property legally described in Exhibit A.

Rezoning Ordinance means Ordinance No. ____ rezoning the Property to High Density RC Cluster.

2. **Purpose.** The purpose of this Agreement is to set forth the agreements of the Parties with respect to the development of the Property in accordance with this Agreement, the Development Plan and the Litchfield Park Codes.

3. **Development of the Property.**

3.1 The Property shall be developed in accordance with the Rezoning Ordinance, the Development Plan and the Litchfield Park Codes, as modified by the Rezoning Ordinance. Developer accepts the requirements of development of the Property set forth in the Rezoning Ordinance, the Development Plan and the Litchfield Park Codes, as modified by the Rezoning Ordinance.

3.2 Although the Development will include multi-family uses, no portion of the Property shall be developed for an Apartment Use, provided however that there is no prohibition on an owner of a unit renting said unit.

3.3 All private streets shall be constructed as approved by the City Engineer. The Development shall be a gated community with private streets maintained by a homeowners association. In the event the streets are not maintained in a condition comparable to public streets in Litchfield Park, Litchfield Park is authorized to enter the Property and maintain the streets and charge the cost to the homeowners association.

3.4 The New Golf Course Maintenance Facility shall be constructed at the New Golf Course Maintenance Facility Location~~in the approximate location as depicted on Exhibit C~~. The New Golf Course Maintenance Facility shall be constructed ~~at~~ if such time as Developer conveys the Heritage (Red) Golf Course separately from the Blue and Gold Golf Courses to another entity. Developer shall notify City at least sixty (60) ~~within ten (10)~~ days prior to completion of the conveyance of all or part of the Heritage (Red) Golf Course to another entity. A separate agreement shall be entered into between the City and the Wigwam Joint Venture, LP as owner of the Heritage (Red) Golf Course providing for the construction of the New Golf Course Maintenance Facility, which agreement shall be recorded concurrently with this Agreement.

3.5 If the existing half-way house and restrooms are removed, a new facility shall be constructed on the east end of the Heritage (Red) Golf Course. At a minimum the new facility shall include a separate men's and women's bathroom in the vicinity of the practice putting green. The new facility shall be constructed within one (1) year of removal of the existing half-way house and restrooms. A separate agreement shall be entered into between the City and the Wigwam Joint Venture, LP as owner of the Heritage (Red) Golf Course providing for the construction of the new facility, which agreement shall be recorded concurrently with this Agreement.

3.6 If the existing practice putting green is removed, a new practice putting green shall be constructed by Developer to replace it. The new practice putting green shall be constructed within one (1) year of removal of the existing practice putting green. A separate agreement shall be entered into between the City and the Wigwam Joint Venture, LP as owner of the Heritage (Red) Golf Course providing for the construction of the new practice putting green, which agreement shall be recorded concurrently with this Agreement.

3.7 The City and the Developer shall grant each other easements related to the cart underpass as described in this paragraph. Developer shall convey to the City a perpetual easement for public access over the real property depicted on Exhibit D for a connection from the sidewalk on the west side of Litchfield Road to the cart underpass. The easement shall require at a minimum that the Developer landscape the easement area in accordance with plans approved by the City and maintain the easement area in a safe and litter-free condition. The easement shall be in a form satisfactory to the City Attorney. Conveyance of the easement shall be complete prior to issuance of a certificate of occupancy for any building in the Project. The City shall convey to the Developer a perpetual easement for access to the real property described in Exhibit E for a connection to the sidewalk connection on the east side of Litchfield Road. The easement shall require at a minimum that the Developer landscape the easement area in accordance with plans approved by the City and maintain the easement area in a safe and litter-free condition. The easement shall be in a form satisfactory to the City Attorney. Conveyance of the easement shall be complete prior to issuance of a certificate of occupancy for any building in the Project. In the event the landscaping on the east and west sides of Litchfield Road is not installed or maintained in accordance with the approved plans or in a safe and litter-free condition, Litchfield Park is authorized install or maintain the landscaping in compliance with this paragraph and charge the cost to the Developer or Developer's successor.

4. **Representations and Warranties.**

4.1 Litchfield Park Representations. Litchfield Park represents and warrants to Developer:

4.1.2 The execution, delivery and performance of this Agreement by Litchfield Park is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which Litchfield Park is a party or is otherwise subject.

4.1.3 Litchfield Park has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

4.2 Developer Representations. Developer represents and warrants to Litchfield Park:

4.2.1 Developer's execution and approval of this Agreement is in compliance with the organizational and formation and operating documents of Developer.

4.2.2 As of the date of this Agreement, Developer knows of no litigation, proceeding or official investigation contesting the powers of Developer or its officers with respect to this Agreement including Developer's execution, delivery and performance hereof.

4.2.3 The execution, delivery and performance of this Agreement by Developer is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Developer is a party or is otherwise subject.

4.2.4 Developer has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

4.2.5 Developer has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

5. **Default and Remedies.**

If Developer fails to comply with the requirements of this Agreement, Litchfield Park may withhold any permits or certificates of occupancy applicable to the development of the Property.

6. **Repeal of Existing Development Agreement.** The Development Agreement Between the City of Litchfield Park, Arizona and Litchfield Park Properties, L.L.C. dated May 2, 2001 recorded in the office of the Maricopa County Recorder at 2001-0937437 and the Amendment to Development Agreement Between the City of Litchfield Park, Arizona and Litchfield Park Investments, L.L.C. dated April 5, 2006 recorded in the office of the Maricopa County Recorder at 2006-0545450 is hereby terminated and shall be of no further force nor effect.

7. **Effective Date of Rezoning Ordinance; Failure of Rezoning Ordinance to Become Effective.**

7.1 Developer acknowledges that it has reviewed and approved the contents of the Rezoning Ordinance and agrees that the Rezoning Ordinance shall become effective as set forth in Section II of the Rezoning Ordinance. Developer further agrees that (i) if, pursuant to the Rezoning Ordinance, City of Litchfield Park Ordinance No. 06-112 is repealed, Developer waives any claim it might make for diminution of value of the property related to the repeal of Ordinance No. 06-112, and (ii) if this Development Agreement is not recorded within one (1) year of the adoption of the Rezoning Ordinance, the Rezoning Ordinance shall be null and void.

7.2 If the Rezoning Ordinance becomes null and void pursuant to Paragraph 7.1 above, Developer shall file an application for a General Plan amendment to return the land use designations of the Property to the designations as they existed immediately prior to the approval of the medium density residential 4.1 to 8 dwelling units per acre. If Developer fails or refuses to file such application, the City is authorized to do so on Developer's behalf. Developer shall

pay all costs associated with processing the General Plan application. Developer, on behalf of itself and its successors, waives any claim it might make for diminution of value of the Property related to the General Plan amendment.

~~6~~8. Notices and Filings.

All notices, demands or other communications given hereunder shall be in writing and shall be given by personal delivery, delivered by recognized national "overnight" courier service (such as UPS or FedEx), or by United States certified mail (return receipt requested), with all postage and other delivery charges prepaid, and addressed as follows or such other address that a Party may provide in writing to the other Party:

To Litchfield Park City Manager 214 W. Wigwam Blvd. Litchfield Park, Arizona 85340	To Developer: Tom O'Malley JDM Partners 2400 East AZ Biltmore Circle Bldg. 2, Ste. 1270 Phoenix, AZ 85016
With a copy to: City Attorney 501 E. Thomas Road Phoenix, Arizona 85012 Attn: Susan D. Goodwin	With a copy to: Beus Gilbert PLLC 701 N. 44th Street Phoenix, AZ 85260 Attn: Paul E. Gilbert

~~7~~9. General Provisions.

~~7~~9.1 Indemnification.

Developer shall indemnify, defend, pay and hold harmless Litchfield Park, and its employees, agents, contractors, licensees or assignees (each, individually, an ***"Litchfield Park Indemnified Party,"*** and collectively, the "***Litchfield Park Indemnified Parties***") for, from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, judgments and causes of action including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any one or more of the Litchfield Park Indemnified Parties relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions caused by Developer, its agents, employees or any subcontractor of Developer related to the performance of this Agreement or by reason of any statement, information, certificate or other official representation provided by Developer in this Agreement that is false, inaccurate, misleading or incomplete in any material respect, except to the extent caused by the gross negligence or willful misconduct of the Litchfield Park Indemnified Party seeking indemnity hereunder. In the case of any claim, action or proceeding is made or brought against any of the Litchfield Park Indemnified Parties by

reason of any of the foregoing events, then Developer, upon prompt written notice from the Litchfield Park Indemnified Party will, at Developer's sole cost and expense, resist or defend such claim, action or proceeding, in the Litchfield Park Indemnified Party's name, if necessary, by counsel approved, in writing, by the Litchfield Park Indemnified Party, such approval not be unreasonably withheld or delayed. The foregoing indemnity shall be in addition to, and shall not limit, any indemnification provided in the Lease Agreement.

~~7~~9.2 **Persons Not Liable**. No shareholder, partner, member, manager, director, officer, official, council member, representative, agent, attorney or employee of either Party shall be personally liable to the other Party, or to any successor in interest to the other Party, in the event of any Default by a Party or for any amount which may become due to the other Party or any successor or assign, or with respect to any obligation of the Litchfield Park or Developer under the terms of this Agreement.

~~7~~9.3 **Recordation**. This Agreement shall be recorded in its entirety by Litchfield Park in the office of the Maricopa County, Arizona, Recorder, not later than ten (10) days after this Agreement has been executed by Litchfield Park and Developer.

~~7~~9.4 **Governing Law; Choice of Forum**. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement (whether by a Party, or by a permitted successor or assign to all or any interest of a Party) shall be commenced and maintained in the Superior Court for Maricopa County, in Phoenix, Arizona, and the Parties (and their successors and assigns) agree and consent to the exclusive jurisdiction of such Superior Court. Developer (and their successors and assigns) waive all right to seek removal of any action to any court (federal or state) other than the Superior Court in and for Maricopa County, Arizona.

~~7~~9.5 **Attorneys' Fees and Costs**. In the event of commencement of a legal action or proceeding in an appropriate forum by a Party to enforce any covenant, term, provision or requirement of this Agreement, or any of such Party's rights or remedies under this Agreement, or on in the event of commencement of any action or proceeding seeking a declaration of the rights of any Party or equitable or injunctive relief against any Party, the prevailing Party or Parties in any such action or proceeding shall be entitled to recovery of its reasonable attorneys' fees, court costs and expenses, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental expenses associated with such dispute. The award shall be made by the Court and not by a jury.

~~7~~9.6 **Headings**. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

~~7~~9.7 **Exhibits and Recitals**. Any exhibit attached hereto shall be deemed to have been incorporated into this Agreement by this reference with the same force and effect as if fully set

forth in the body of this Agreement. The Recitals set forth at the beginning of this Agreement and the introductory paragraphs preceding the Recitals are incorporated into this Agreement, and the Parties hereby confirm the accuracy of the Recitals.

~~7~~9.8 **Construction**. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been, or has had the opportunity to be, represented by counsel of its own choosing and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement reflecting ambiguous or conflicting terms or provisions contained in this Agreement (or any other provision of this Agreement) shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of same.

~~7~~9.9 **No Partnership; Third Parties**. Nothing in this Agreement shall create, or be deemed to create, any partnership, joint venture or other similar arrangement between the Litchfield Park and Developer. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto and no such other person, firm, organization or corporation shall have any right or standing to any cause of action hereunder; except any mortgagee shall be a third party beneficiary of the provisions of this Section 19.16, and except the protection of the indemnification provisions of this Agreement shall extend to all agents, attorneys, Council members and employees of the Litchfield Park and all agents, attorneys and employees of Developer acting in the course and scope of their employment or engagement and all such persons shall be and are intended to be, third party beneficiaries of such indemnification provisions.

~~7~~9.10 **Successors and Assigns**. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.05(D).

~~7~~9.11 **Covenants Running With Land; Inurement**. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the land and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Development. Wherever the term “Party” or the name of any particular Party is used in this Agreement such term shall include any such Party’s permitted successors and assigns.

~~7~~9.12 **Amendment**. No change, addition or deletion is to be made to this Agreement, except by a written amendment approved by the Litchfield Park Council and executed by the Parties.

~~7~~9.13 **Non-Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction as a result of a challenge brought by the Developer or any successor of the Developer, the entire Agreement shall be void and unenforceable.

~~7~~9.14 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so the signatures of all Parties may be physically attached to a single document.

~~7~~9.14 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter. With the exception of the Lease Agreement, all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written (including any term sheets, discussion outlines or similar documents) are hereby superseded and merged into this Agreement.

~~7~~9.15 **Survival**. All agreements and indemnities in this Agreement shall survive the execution and delivery of this Agreement, the consummation of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement for the period of the applicable statute of limitations.

~~7~~9.16 **Conflict of Interest Statutes**. This Agreement is subject to, and may be terminated by the Litchfield Park in accordance with, the provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on or as of the day and year first written above.

CITY OF LITCHFIELD PARK, an Arizona municipal corporation	WIGWAM TOWN PARCELS, LLC An Arizona limited liability company
By:_____	By:_____
Its:_____	
	WIGWAM JOINT VENTURE, LP An Arizona limited partnership
	By:

INSERT ACKNOWLEDGEMENT.

Exhibit A

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A.
SEGNERI
Date Signed 11/18/14
ARIZONA U.S.A.
EXPIRES 3/31/2016

LEGAL DESCRIPTION
WIGWAM PARCEL A
HIGH DENSITY RESIDENTIAL (HDR)

DATE 11-17-14
JOB NO.2013-201
PAGE 1 of 3

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 21 BEARS NORTH 89 DEGREES 41 MINUTES 12 SECONDS WEST, A DISTANCE OF 2618.91 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 378.41 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 48 SECONDS EAST, LEAVING SAID SOUTH LINE, A DISTANCE OF 961.75 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF VILLAGE PARKWAY AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 89 DEGREES 40 MINUTES 40 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 256.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 558.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32 DEGREES 19 MINUTES 44 SECONDS, A DISTANCE OF 314.85 FEET;

THENCE NORTH 05 DEGREES 56 MINUTES 56 SECONDS WEST, LEAVING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 26.82 FEET;

THENCE NORTH 44 DEGREES 22 MINUTES 21 SECONDS EAST, A DISTANCE OF 909.11 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 32.33 FEET;

THENCE SOUTH 54 DEGREES 11 MINUTES 11 SECONDS EAST, A DISTANCE OF 65.90 FEET;

THENCE SOUTH 49 DEGREES 07 MINUTES 51 SECONDS EAST, A DISTANCE OF 142.38 FEET;

THENCE NORTH 88 DEGREES 32 MINUTES 42 SECONDS EAST, A DISTANCE OF 141.52 FEET;

THENCE NORTH 75 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 96.88 FEET;

THENCE NORTH 82 DEGREES 16 MINUTES 39 SECONDS EAST, A DISTANCE OF 96.80 FEET;

THENCE SOUTH 86 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 118.73 FEET;

THENCE NORTH 85 DEGREES 59 MINUTES 05 SECONDS EAST, A DISTANCE OF 222.02 FEET;

THENCE NORTH 78 DEGREES 51 MINUTES 37 SECONDS EAST, A DISTANCE OF 268.69 FEET;

THENCE NORTH 71 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 206.75 FEET;

THENCE NORTH 75 DEGREES 31 MINUTES 49 SECONDS EAST, A DISTANCE OF 109.77 FEET;

THENCE SOUTH 14 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 97.39 FEET;

THENCE SOUTH 01 DEGREES 45 MINUTES 54 SECONDS EAST, A DISTANCE OF 67.07 FEET;

THENCE SOUTH 14 DEGREES 32 MINUTES 26 SECONDS EAST, A DISTANCE OF 68.76 FEET;

THENCE SOUTH 30 DEGREES 27 MINUTES 34 SECONDS WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 75 DEGREES 27 MINUTES 34 SECONDS WEST, A DISTANCE OF 92.61 FEET;

THENCE SOUTH 22 DEGREES 06 MINUTES 24 SECONDS EAST, A DISTANCE OF 74.56 FEET;

THENCE SOUTH 10 DEGREES 18 MINUTES 28 SECONDS WEST, A DISTANCE OF 129.74 FEET;

TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS SOUTH 63 DEGREES 50 MINUTES 14 SECONDS EAST, A RADIAL DISTANCE OF 95.98 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 115 DEGREES 54 MINUTES 19 SECONDS, A DISTANCE OF 194.16 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 33 SECONDS EAST, A DISTANCE OF 62.37 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF LITCHFIELD ROAD;

THENCE SOUTH 00 DEGREES 15 MINUTES 27 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 193.37 FEET;

THENCE SOUTH 45 DEGREES 17 MINUTES 23 SECONDS WEST, LEAVING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 29.68 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF VILLAGE PARKWAY;

THENCE NORTH 89 DEGREES 40 MINUTES 40 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 623.47 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44 DEGREES 24 MINUTES 55 SECONDS, A DISTANCE OF 93.02 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 125.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44 DEGREES 24 MINUTES 55 SECONDS, A DISTANCE OF 96.90 FEET;

THENCE NORTH 89 DEGREES 40 MINUTES 40 SECONDS WEST, A DISTANCE OF 600.00 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 125.00 FEET;

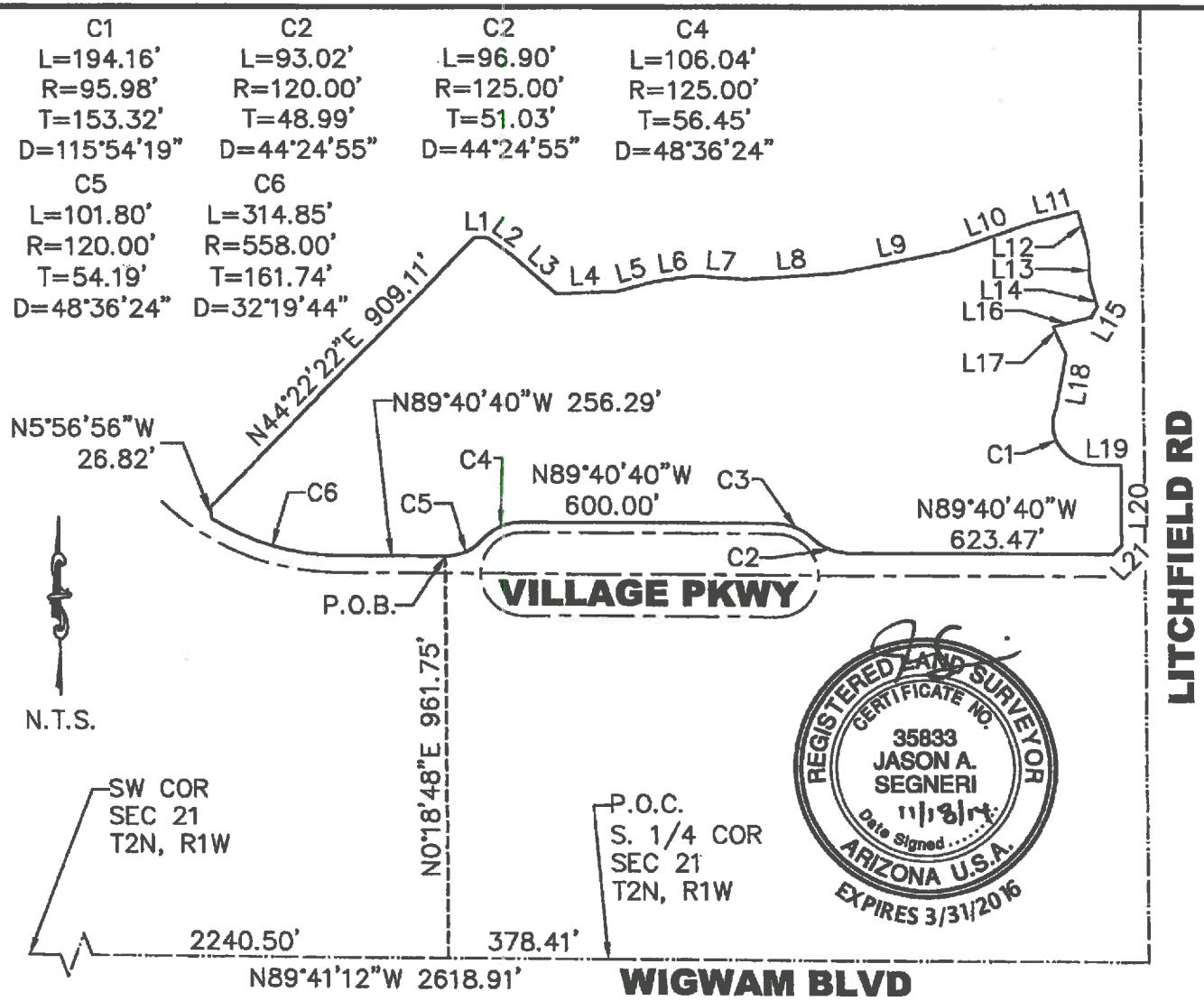
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 36 MINUTES 24 SECONDS, A DISTANCE OF 106.04 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 36 MINUTES 24 SECONDS, A DISTANCE OF 101.80 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 1,219,6618 SQUARE FEET OR 28.000 ACRES

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A.
SEGNERI
11/18/14
Date Signed
ARIZONA U.S.A.
EXPIRES 3/31/2016

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°55'50"E	32.33'
L2	S54°11'11"E	65.90'
L3	S49°07'51"E	142.38'
L4	N88°32'42"E	141.52'
L5	N75°17'18"E	96.88'
L6	N82°16'39"E	96.80'
L7	S86°02'55"E	118.73'
L8	N85°59'05"E	222.02'
L9	N78°51'37"E	268.69'
L10	N71°05'25"E	206.75'
L11	N75°31'49"E	109.77'
L12	S14°05'59"E	97.39'
L13	S1°45'54"E	67.07'
L14	S14°32'26"E	68.76'
L15	S30°27'34"W	28.28'
L16	S75°27'34"W	92.61'
L17	S22°06'24"E	74.56'
L18	S10°18'28"W	129.74'
L19	S89°44'33"E	62.37'
L20	S0°15'27"W	193.37'
L21	S45°17'23"W	29.68'



S|I|G

SURVEY INNOVATION GROUP, INC

Ph (480) 922 0780 *Land Surveying Services* Fx (480) 922 0781

7301 EAST EVANS ROAD, SCOTTSDALE, AZ 85260

WIGWAM PARCEL A
HIGH DENSITY RESIDENTIAL (HDR)
LITCHFIELD PARK, ARIZONA

JOB#13-201	DWG: 13-201 PARCEL A		DATE: 11-17-14
SCALE: NTS	DRAWN: RMH	CHECK: JAS	SHEET: 1 OF 1

EXHIBIT B-1

GENERAL PLAN AMENDMENT: PARCEL "A" WIGWAM PROPERTY
EXISTING ZONING: MFL-LOW DENSITY MULTIFAMILY,RT-RESORT, OS-OPEN SPACE, AND NC-NEIGHBORHOOD COMMERCIAL
PROPOSED ZONING: RC CLUSTER
APPROXIMATE AREA: 28.0 AC. +/-
DENSITY: 5.96 DU/AC. +/-

"VILLAS" STYLE BUILDING TYPE (UNITS, C-1, C-2, C-3, AND C-4)		11 X 4 UNITS	44
"PATIO HOME" STYLE BUILDING TYPE (UNITS, TH-1, TH-2, AND TH-3)		23X 3 UNITS	69
"COTTAGE" HOME "1"	LIVABLE	1892 SQ.FT.	14
"COTTAGE" HOME "2"	LIVABLE	2005 SQ.FT.	19
"COTTAGE" HOME "3"	LIVABLE	2205 SQ.FT.	21
"COTTAGE" HOMES			54
		TOTAL	167

PROJECT DATA:

PLAN 'C-1' (1ST FLR STACKED) LIVABLE 1478 SQ.FT.	11 UNITS
PLAN 'C-2' (2ND FLR STACKED) LIVABLE 1983 SQ.FT. FOYER 157 SQ.FT. TOTAL 1830 SQ.FT.	11 UNITS
PLAN 'C-3 (1ST FLR STACKED) LIVABLE 1544 SQ.FT.	11 UNITS
PLAN 'C-4' (2ND FLR STACKED) LIVABLE 1084 SQ.FT. FOYER 171 SQ.FT. TOTAL 1705 SQ.FT.	11 UNITS
PLAN 'TH-1' LIVABLE 1701 SQ.FT.	23 UNITS
PLAN 'TH-2' LIVABLE 1991 SQ.FT.	23 UNITS
PLAN 'TH-3' (2 STORY) LIVABLE 1ST 1747 SQ.FT. LIVABLE 2ND 684 SQ.FT. TOTAL 2425 SQ.FT.	23 UNITS
	54
	167 UNITS

LOT COVERAGE: 459,935 SQ.FT./1,219,680 SQ.FT. = 38%
TOTAL UNITS UNDER ROOF 457,445 SQ.FT.
REC AREA 2,490 SQ.FT.
TOTAL AREA UNDER ROOF 459,935 SQ.FT.

OPEN SPACE: 507,348 SQ.FT./ 1,219,680 SQ.FT. = 41%
(INCLUDES OPEN SPACE/PRIVATE/PUBLIC/RETENTION AND COMMON AREAS LESS PRIVATE STREETS/DRIVES)

PROPOSED BUILDING HEIGHT : 20' SINGLE STORY, 30' TWO STORY

DISTANCE BETWEEN BUILDINGS: 10' MIN., 12'-15' TYPICAL

SETBACK REGULATIONS: 10' MIN., FRONT, SIDE, AND REAR YARDS, 15'-25' TYP. AT PERIMETERS

REFUSE: 90 GAL. INDIVIDUAL CONTAINERS, COTTAGE UNITS WILL BE LOCATED BEHIND SCREENED WALLS, ALL OTHERS WILL BE LOCATED IN GARAGES.

* DENOTES TWO STORY MASSING
* DENOTES 3' EMERGENCY EGRESS

UNIT MIX:

33% "COTTAGE" HOMES (54UNITS)

40% "PATIO HOME" STYLE (69 UNITS)

27% "VILLAS" STYLE (44UNITS)

CACHET AT THE WIGWAM

CONCEPTUAL SITE PLAN

NORTH

Cachet HOMES
SCRIVNER DESIGN GROUP
SCALE: 1"=60'
11-5-14

Exhibit B2

LOT COVERAGE: 459,935 SQ.FT./1,219,680 SQ.FT. = 38%

TOTAL UNITS UNDER ROOF 457,445 SQ.FT.
REC AREA 2,490 SQ.FT.
TOTAL AREA UNDER ROOF 459,935 SQ.FT.

OPEN SPACE: 507,348 SQ.FT./ 1,219,680 SQ.FT. = 41%
(INCLUDES OPEN SPACE/PRIVATE/PUBLIC/RETENTION AND COMMON AREAS LESS PRIVATE STREETS/DRIVES)

58 % OPEN VIEW BETWEEN LANDSCAPE WALLS ALONG W. VILLAGE PARKWAY
902' LINEAL WALLS / 2156' EAST TO WEST PROPERTY FRONTAGE

E DENOTES 'STREET' FACING FRONT DOOR

X DENOTES 3' EMERGENCY EGRESS

5'-6' HIGH PRIVACY WALL

5'-6' HIGH CONDO/ VIEW WALL

3'-4' LOW WALL

EXISTING CART PATH

PEDESTRIAN WALKWAYS

PEDESTRIAN CIRCULATION- OPEN SPACE- PERIMETER WALL SCHEME- NEIGHBORHOOD INTEGRATION EXHIBIT

CACHET AT THE WIGWAM

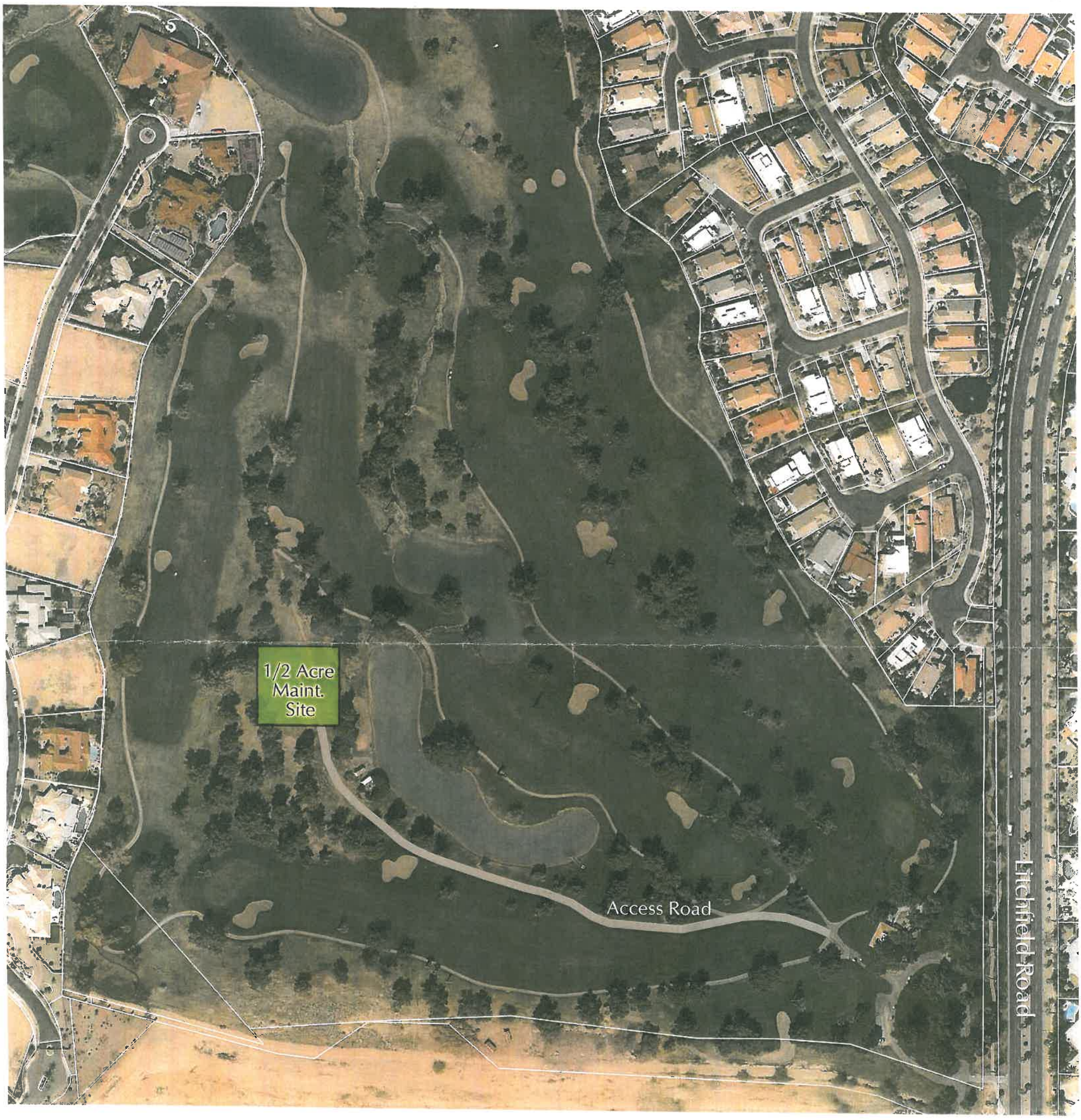
NORTH

Cachet HOMES

SCRIVNER DESIGN GROUP

SCALE: 1"=60'
11-5-14

Exhibit C



Wigwam Property

Litchfield Park, Arizona

1/2 Acre Golf Maintenance Location

November 17, 2014

GREEY|PICKETT

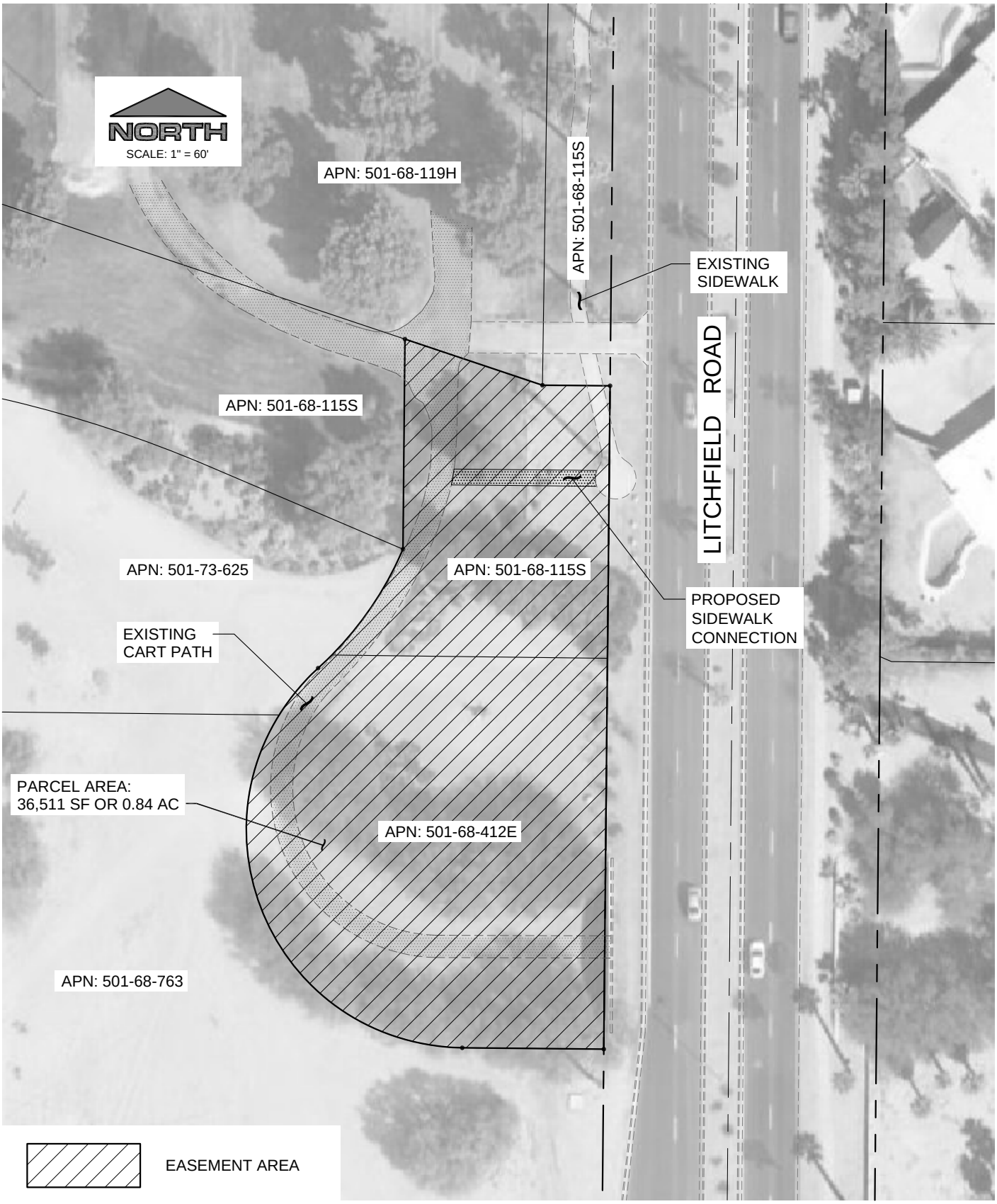


EXHIBIT D

EASEMENT AREA / CART UNDERPASS CONNECTION

SHEET 1 OF 1 - DATE: 12 / 03 / 14

EPS GROUP, INC.
1626 North Litchfield Road, Suite 310, Goodyear, Arizona 85395
Office (623) 547-4661 Fax (623) 547-4662

Exhibit E

JDM Parcel A
General Plan

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, AMENDING THE LITCHFIELD PARK GENERAL PLAN LAND USE MAP FOR THE PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF LITCHFIELD ROAD AND VILLAGE PARKWAY BY CHANGING THE LAND USE DESIGNATION ON 31 ACRES FROM RESORT, GOLF COURSE, OPEN SPACE, AND COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL 4.1 TO 8 DU/ACRE; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, an application for a major General Plan amendment was filed with the City of Litchfield Park related to the property located at the northwest corner of Litchfield Road and Village Parkway; and

WHEREAS, the City has solicited and received public input regarding the proposed major General Plan amendment through notice and public hearings as required by A.R.S. Section 9-461.06; and

WHEREAS, the Common Council of the City has received a recommendation from the City Planning and Zoning Advisory Commission regarding the proposed land use map change;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Litchfield Park, Arizona, that the Land Use Map of the General Plan of the City of Litchfield Park, Arizona, is hereby amended for the property generally located at the northwest corner of Litchfield Road and Village Parkway, on 31 acres from Resort, Golf Course, Open Space, and Commercial to Medium Density Residential 4.1 to 8 du/acre all as shown on Exhibit A, which is attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA THIS _____ DAY OF _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

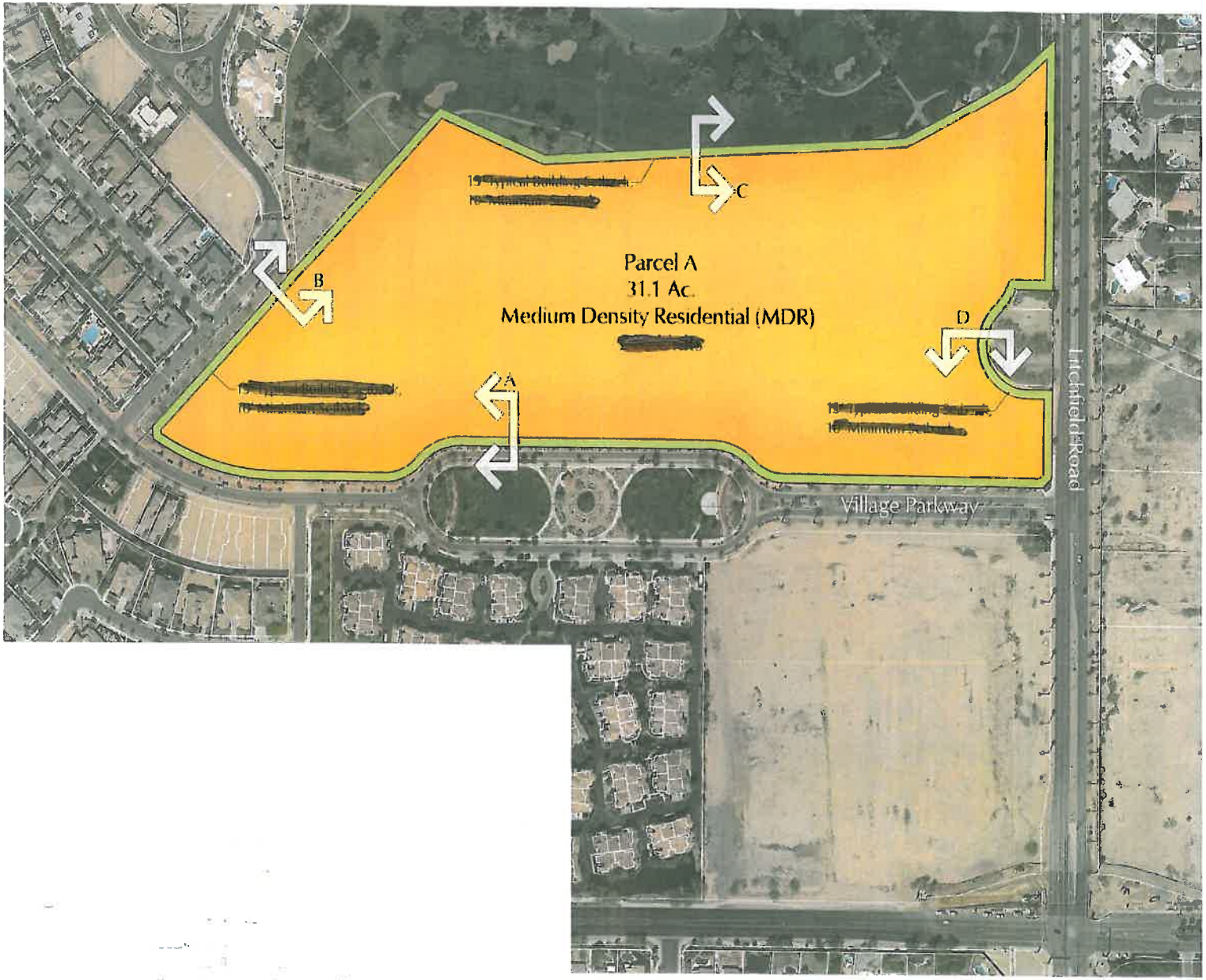
_____
Mary Rose Evans, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
City Attorneys
By: Susan D. Goodwin

EXHIBIT A
GENERAL PLAN AMENDMENT

Exhibit A



Wigwam Property

Litchfield Park, Arizona

Map of Proposed Change: Parcel A

September 22, 2014

GREY PICKETT

CITY OF LITCHFIELD PARK
ORDINANCE NO. 14-___

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, MARICOPA COUNTY, ARIZONA AMENDING THE ZONING CODE OF LITCHFIELD PARK, ARIZONA, BY AMENDING THE ZONING MAP OF THE CITY RELATED TO PROPERTY INCLUDED IN ORDINANCE NO. 91-07, BY AMENDING ORDINANCE NO. 91-07 (AS AMENDED BY ORDINANCE NO. 01-67 AND ORDINANCE NO. 06-112) RELATED TO THE PLANNED DEVELOPMENT LOCATED GENERALLY ON THE NORTHWEST CORNER OF LITCHFIELD ROAD AND VILLAGE PARKWAY FROM PLANNED DEVELOPMENT (PD) WITH UNDERLYING ZONING DESIGATIONS OF LOW DENSITY MULTIFAMILY (MFL), NEIGHBORHOOD COMMERCIAL (NC), OPEN SPACE (OS), AND RESORT (RT) TO PLANNED DEVELOPMENT (PD) WITH AN UNDERLYING ZONING DESIGNATION OF HIGH DENSITY RESIDENTIAL CLUSTER (RC CLUSTER); AND CHANGING THE ZONING DISTRICT ON FIVE AND ONE-HALF (5 ½) ACRES FROM OPEN SPACE (OS) TO PLANNED DEVELOPMENT (PD) WITH AN UNDERLYING ZONING DISTRICT OF HIGH DENSITY RESIDENTIAL CLUSTER (RC CLUSTER); AMENDING CONDITIONS OF DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, in 1991, the City Council of the City of Litchfield Park adopted Ordinance No. 91-07 rezoning approximately 301 acres then known as the Village of Litchfield Greens for residential uses; and

WHEREAS, in 2001, the City Council adopted Ordinance No. 01-67 amending Ordinance No. 91-07 to increase the planned development created in 1991 to 347 acres, to rename the planned development as The Village at Litchfield Park, and to permit timeshare units and a commercial use on that portion of the planned development located on approximately 31 acres that is the subject of this ordinance; and

WHEREAS, in 2006, the City Council adopted Ordinance No. 06-112 to change the timeshare use and to permit a condominium use associated with the Wigwam Resort to provide additional rooms to benefit the Wigwam Resort; and

WHEREAS, the owner of the property currently zoned for the condominium use and the commercial use has submitted an application to rezone approximately 28 acres to a high density residential cluster zoning district; and

WHEREAS, the public notice and hearing requirements set forth in ARS § 9-462.04 and the Litchfield Park Zoning Code § 4.05 and § 4.06 have been met; and

WHEREAS, the City Council has considered the recommendation and

findings made by the Planning and Zoning Advisory Commission pursuant to ARS §9-462.04; and

WHEREAS, as required by the Litchfield Park Zoning Code § 26.04, the City Council determines that this modification to the Zoning Map conforms to the City of Litchfield Park General Plan, as amended, and will produce a living environment, landscape quality and lifestyle superior to that produced by existing standards;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Litchfield Park, Arizona, as follows:

Section 1. In General.

The Zoning Map of the City of Litchfield Park Arizona is hereby amended by amending Ordinance No. 91-07 (as amended by Ordinances Nos. 01-67 and 06-112) as they relate to the property described in Exhibit A as follows:

1. The real property described on attached Exhibit A ("Property") is hereby rezoned from Planned Development (PD) with an underlying zoning district of low density multifamily (MFL), neighborhood commercial (NC), resort (RT) and open space (OS) to Planned Development (PD) with underlying zoning district of high density residential cluster (RC Cluster). That portion of the development known as The Village at Litchfield Park not described in Exhibit A is not affected by this ordinance.

2. The definitions applicable to this ordinance are as follows:

   a. "Development Plan" shall mean the plan attached to this ordinance as Exhibit B.

   b. "Project" shall mean the development of the Property described in Exhibit A.

   c. "Developer" shall mean Wigwam Town Parcels, LLC and Wigwam Joint Venture, LP and any successor(s) to ~~Wigwam Town Parcels, LLC and Wigwam Joint Venture, LP~~ Developer that acquires the Property.

3. Development of the Property – Land Use. The Property shall be developed in compliance with the City of Litchfield Park's zoning requirements for the High Density Residential (RC Cluster) zoning district and the Development Plan as modified by this ordinance.

   a. Three building types shall be developed in the locations depicted in the Development Plan: Cottage, Patio, and Villa Homes. General architectural styles are depicted on Exhibit C, which may be modified by the Design Review Board.

b. Maximum number of units shall be 167 and the maximum density provided in Section 28 shall be 5.96 dwelling units per acre.

c. Maximum height shall be modified to 30 feet.

d. Dwelling units adjacent to Village Parkway shall be as shown on the Development Plan. Elevations of such units shall be generally as shown on Exhibit D

e. The final design of open space areas, wall and gate elevations, landscape palette, and amenity areas shall be determined by the Design Review Board.

4. Development of the Property – Engineering Stipulations.

~~a. The Developer shall complete a traffic analysis which shall contain a Traffic Impact Study and a Traffic Signal Warrant Study both of which are based on an estimated 167 unit build out as depicted in the Development Plan, and both of which are addressed below.~~

~~b~~a. Along with submittal to the City of the first site plan or preliminary plat for development of this Property, the Developer shall submit the Traffic Impact Study prepared in accordance with Maricopa County Department of Transportation standards that, among other things, identifies the total estimated build-out traffic volumes generated by the Project and recommends means for mitigation of the traffic on the surrounding streets and neighborhoods, if necessary.

~~c~~b. Along with submittal to the City of the first preliminary plat for development of the Property, the Developer shall submit a Traffic Signal Warrant Study for the intersection of Litchfield Road and Village Parkway prepared ~~a comprehensive traffic impact analysis~~ in accordance with Maricopa County Department of Transportation standards ~~that, among other things evaluates the intersection of Litchfield Road and Village Parkway for traffic signal warrants~~. Developer shall pay to the City not later than the issuance of the first construction permit for the Project a traffic signal payment to represent the Developer's pro rata share of a future traffic signal to be installed at the intersection of Litchfield Road and Village Parkway. ~~.~~ The payment will be based on the ~~ratio~~proportionate share of ~~the total~~ traffic generated by the Project's total 167 unit build out ~~that is estimated to impact Litchfield Road~~ to the total future ~~current~~ traffic projected to impact Village Parkway including traffic resulting from the build out of the downtown core, and including any traffic projected to impact Village Parkway that is generated by the property which is the subject of GPA 14-02. ~~on Litchfield Road. The current traffic shall be determined by traffic counts obtained by the Developer's traffic engineer at the time of preparation of the traffic impact study. The total traffic generated by the Project impacting Litchfield Road shall be projected by the Developer's traffic engineer and included in t~~The Traffic Signal Warrant~~traffic impact~~ study~~, and~~ shall be as approved by the City

Engineer. ~~The traffic impact study shall determine whether or not a traffic signal will be warranted at the intersection of Litchfield Road and Village Parkway during the build-out of the Project.~~

~~d~~c. The queuing area at the gated entrances shall be as approved by the City Engineer. A vehicular turnaround area shall be provided between the control point and the security gate. The vehicular turn-around area shall have a minimum width of 20 feet and have a 45-foot outside radius to the back of curb.

~~e~~d. If warranted by the Traffic Impact Study, Developer shall provide a southbound right-turn lane on Litchfield Road at the entrance to the Project.

~~f~~e. If warranted by the Traffic Impact Study based on estimated build-out traffic volumes, the Developer shall construct a right-turn lane on Village Parkway at the main entrance to the Project.

~~g~~f. Any street improvements required as a result of traffic generated by this Project or as required by the City Engineer shall be constructed by the Developer at the time of site development, including dedication of associated rights-of-way.

~~h~~g. Along with the submittal to the City of the first site plan or preliminary plat for development of the Property, the Developer shall submit a will-serve letter from Liberty Utilities for water and sewer service.

~~i~~h. Along with the submittal to the City of the first site plan or preliminary plat for development of the Property, the Developer shall submit an engineering analysis, prepared and sealed by an Arizona-registered engineer, which demonstrates that adequate fire protection can be provided to the site based on a minimum of 1,500 gallons per minute with a residual pressure of 20 psi. Fire hydrants serving the Project shall be in compliance with the fire codes adopted by the City. Fire hydrant locations and spacing shall be as approved by the City's Fire Chief and City Engineer.

~~j~~i. Along with the submittal to the City of the first site plan or preliminary plat for development of the Property, the Developer shall submit an engineering analysis, prepared and sealed by an Arizona-registered engineer, which demonstrates how adequate sanitary sewer service will be provided for the proposed Project.

~~k~~j. Along with the submittal to the City of the first site plan or preliminary plat for development of the Property, the Developer shall submit a Drainage Report that addresses on-site and off-site drainage for the Project. On or before the date of recordation of this Agreement with the Maricopa County Recorder's Officer, the owner of the golf course adjacent to the Property shall record an agreement in the

form approved by the City Attorney binding the owner of the golf course to the obligation to accept a grant of easement over the ~~Cloveleaf~~Cloverfield Drainage Basin described in Exhibit E and to operate and maintain that easement in perpetuity in a condition that it accepts drainage from the golf course and the Property in accordance with the requirements of the City. Prior to recordation of a final plat for any portion of the Property, the City will grant a drainage easement over the Cloverfield Drainage Basin to the owner of the golf course adjacent to the Property in exchange for the promise to operate and maintain the Cloverfield Drainage Basin in accordance with this Agreement. Prior to recordation of a final plat for any portion of the Property, Developer shall obtain and record two (2) drainage easements over the Red Course at the location set forth in Exhibit F in a form acceptable to the City Attorney.

~~l~~k. All private streets in the Project shall be constructed as approved by the City Engineer. The Project shall be a gated community with private streets maintained by a homeowners association. If the homeowners association fails to maintain the private streets in a safe condition in the opinion of the City Engineer, the City may maintain the streets and charge the costs to the homeowners association.

~~m~~l. Street widths shall be 32 feet from back-of-curb to back-of-curb. Cul-de-sacs shall have a 45-foot radius to the back-of-curb.

~~n~~m. Sidewalks in the Project shall be located generally as shown on the Development Plan and shall be not less than five (5) feet wide.

~~o~~n. Developer shall construct a sidewalk connection between the proposed sidewalk to be built on the west side of Litchfield Road and the existing cart path serving the Litchfield Road cart underpass in accordance with a plan approved by the City Engineer. Developer shall convey to the City a perpetual easement for public access over the real property depicted on Exhibit G for an entrance to the cart underpass. The easement shall require at a minimum that the Developer landscape the easement area and maintain the easement area in a safe and litter-free condition. The easement shall be in a form satisfactory to the City Attorney. Conveyance of the easement shall be complete prior to issuance of a certificate of occupancy for any building in the Project.

~~p~~o. Developer shall construct a concrete sidewalk along the north side of Village Parkway extending from Litchfield Road to the end of the existing sidewalk. The material, width and color shall match the existing sidewalk along the north side of Village Parkway that fronts on the Property.

~~q~~p. Developer shall install a seven-foot wide concrete detached sidewalk on the west side of Litchfield Road to connect to the existing sidewalks.

~~r~~q. Additional right-of-way for Litchfield Road shall be dedicated as necessary for the improvements to be constructed. All dedications to the City shall be free and clear of encumbrances not acceptable to the City.

Section II. Effective Date.

This ordinance shall become effective thirty days following its adoption by the City Council, provided however, that the rezoning of the Property pursuant to Section 1 shall not take effect and the requirements set forth in Paragraphs 3 and 4 shall not be enforced until the Development Agreement governing the Property is recorded with the Maricopa County Recorder's Office. If the Development Agreement governing the Property is recorded within one (1) year from the date of the adoption of this ordinance, Ordinance No. 06-112 shall be repealed. If the Development Agreement governing the Property is not recorded within one (1) year of the adoption of this Ordinance, this Ordinance shall be null and void.

Section III. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction as a result of an action brought by Developer, the entire Ordinance shall be declared null and void.

Section IV. Providing for Penalties.

Any person found guilty of violating any provision of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed Two Thousand Five Hundred Dollars ($2,500) or by imprisonment for a period not to exceed six (6) months, or both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as herein described.

PASSED AND ADOPTED by the Common Council of the City of Litchfield Park, Arizona, this __th day of ___ , 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, CMC/AAE
City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
City Attorneys
By: Susan D. Goodwin, Esq.

Exhibit A	Legal Description of Rezoned Property
Exhibit B	Development Plan
Exhibit C	General Architectural Styles
Exhibit D	Elevations of Units Adjacent to Village Parkway
Exhibit E	Cloverfield Drainage Basin
Exhibit F	Drainage Basins on Red Course
Exhibit G	Depiction of Sidewalk and Connection to Cart Underpass

Exhibit A

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A.
SEGNERI
Date Signed 11/18/14
ARIZONA U.S.A.
EXPIRES 3/31/2016

LEGAL DESCRIPTION
WIGWAM PARCEL A
HIGH DENSITY RESIDENTIAL (HDR)

DATE 11-17-14
JOB NO.2013-201

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 21 BEARS NORTH 89 DEGREES 41 MINUTES 12 SECONDS WEST, A DISTANCE OF 2618.91 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 378.41 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 48 SECONDS EAST, LEAVING SAID SOUTH LINE, A DISTANCE OF 961.75 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF VILLAGE PARKWAY AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 89 DEGREES 40 MINUTES 40 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 256.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 558.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32 DEGREES 19 MINUTES 44 SECONDS, A DISTANCE OF 314.85 FEET;

THENCE NORTH 05 DEGREES 56 MINUTES 56 SECONDS WEST, LEAVING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 26.82 FEET;

THENCE NORTH 44 DEGREES 22 MINUTES 21 SECONDS EAST, A DISTANCE OF 909.11 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 32.33 FEET;

THENCE SOUTH 54 DEGREES 11 MINUTES 11 SECONDS EAST, A DISTANCE OF 65.90 FEET;

THENCE SOUTH 49 DEGREES 07 MINUTES 51 SECONDS EAST, A DISTANCE OF 142.38 FEET;

THENCE NORTH 88 DEGREES 32 MINUTES 42 SECONDS EAST, A DISTANCE OF 141.52 FEET;

THENCE NORTH 75 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 96.88 FEET;

THENCE NORTH 82 DEGREES 16 MINUTES 39 SECONDS EAST, A DISTANCE OF 96.80 FEET;

THENCE SOUTH 86 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 118.73 FEET;

THENCE NORTH 85 DEGREES 59 MINUTES 05 SECONDS EAST, A DISTANCE OF 222.02 FEET;

THENCE NORTH 78 DEGREES 51 MINUTES 37 SECONDS EAST, A DISTANCE OF 268.69 FEET;

THENCE NORTH 71 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 206.75 FEET;

THENCE NORTH 75 DEGREES 31 MINUTES 49 SECONDS EAST, A DISTANCE OF 109.77 FEET;

THENCE SOUTH 14 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 97.39 FEET;

THENCE SOUTH 01 DEGREES 45 MINUTES 54 SECONDS EAST, A DISTANCE OF 67.07 FEET;

THENCE SOUTH 14 DEGREES 32 MINUTES 26 SECONDS EAST, A DISTANCE OF 68.76 FEET;

THENCE SOUTH 30 DEGREES 27 MINUTES 34 SECONDS WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 75 DEGREES 27 MINUTES 34 SECONDS WEST, A DISTANCE OF 92.61 FEET;

THENCE SOUTH 22 DEGREES 06 MINUTES 24 SECONDS EAST, A DISTANCE OF 74.56 FEET;

THENCE SOUTH 10 DEGREES 18 MINUTES 28 SECONDS WEST, A DISTANCE OF 129.74 FEET;

TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS SOUTH 63 DEGREES 50 MINUTES 14 SECONDS EAST, A RADIAL DISTANCE OF 95.98 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 115 DEGREES 54 MINUTES 19 SECONDS, A DISTANCE OF 194.16 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 33 SECONDS EAST, A DISTANCE OF 62.37 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF LITCHFIELD ROAD;

THENCE SOUTH 00 DEGREES 15 MINUTES 27 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 193.37 FEET;

THENCE SOUTH 45 DEGREES 17 MINUTES 23 SECONDS WEST, LEAVING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 29.68 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF VILLAGE PARKWAY;

THENCE NORTH 89 DEGREES 40 MINUTES 40 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 623.47 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44 DEGREES 24 MINUTES 55 SECONDS, A DISTANCE OF 93.02 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 125.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44 DEGREES 24 MINUTES 55 SECONDS, A DISTANCE OF 96.90 FEET;

THENCE NORTH 89 DEGREES 40 MINUTES 40 SECONDS WEST, A DISTANCE OF 600.00 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 125.00 FEET;

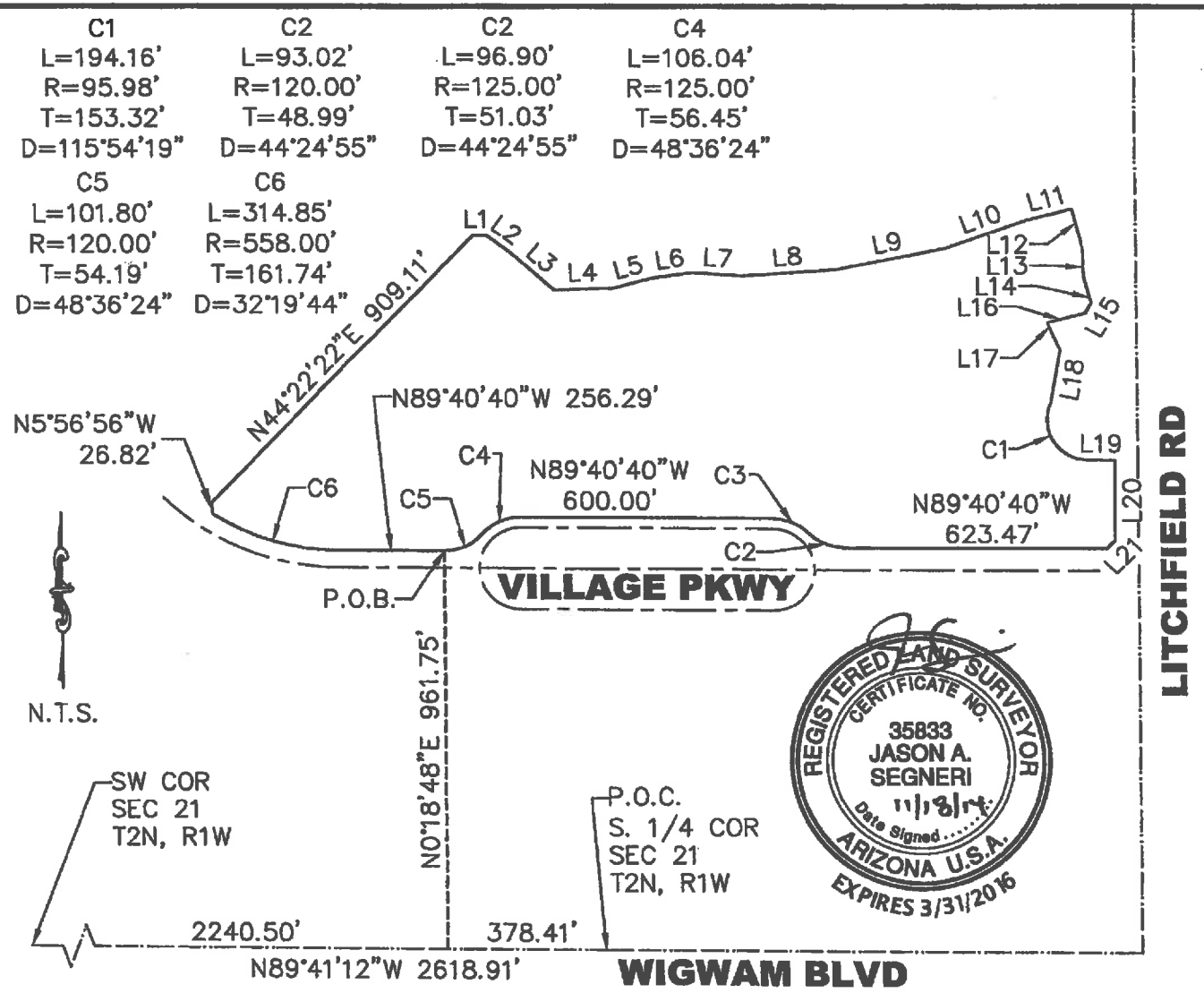
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 36 MINUTES 24 SECONDS, A DISTANCE OF 106.04 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 36 MINUTES 24 SECONDS, A DISTANCE OF 101.80 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 1,219,6618 SQUARE FEET OR 28.000 ACRES

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A.
SEGNERI
Date Signed 11/18/14
ARIZONA U.S.A.
EXPIRES 3/31/2016

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°55'50"E	32.33'
L2	S54°11'11"E	65.90'
L3	S49°07'51"E	142.38'
L4	N88°32'42"E	141.52'
L5	N75°17'18"E	96.88'
L6	N82°16'39"E	96.80'
L7	S86°02'55"E	118.73'
L8	N85°59'05"E	222.02'
L9	N78°51'37"E	268.69'
L10	N71°05'25"E	206.75'
L11	N75°31'49"E	109.77'
L12	S14°05'59"E	97.39'
L13	S1°45'54"E	67.07'
L14	S14°32'26"E	68.76'
L15	S30°27'34"W	28.28'
L16	S75°27'34"W	92.61'
L17	S22°06'24"E	74.56'
L18	S10°18'28"W	129.74'
L19	S89°44'33"E	62.37'
L20	S0°15'27"W	193.37'
L21	S45°17'23"W	29.68'



S|I|G
SURVEY INNOVATION GROUP, INC
Ph (480) 922 0780 Land Surveying Services Fx (480) 922 0781
7301 EAST EVANS ROAD, SCOTTSDALE, AZ 85260

WIGWAM PARCEL A
HIGH DENSITY RESIDENTIAL (HDR)
LITCHFIELD PARK, ARIZONA

JOB#13-201	DWG: 13-201 PARCEL A		DATE: 11-17-14
SCALE: NTS	DRAWN: RMH	CHECK: JAS	SHEET: 1 OF 1

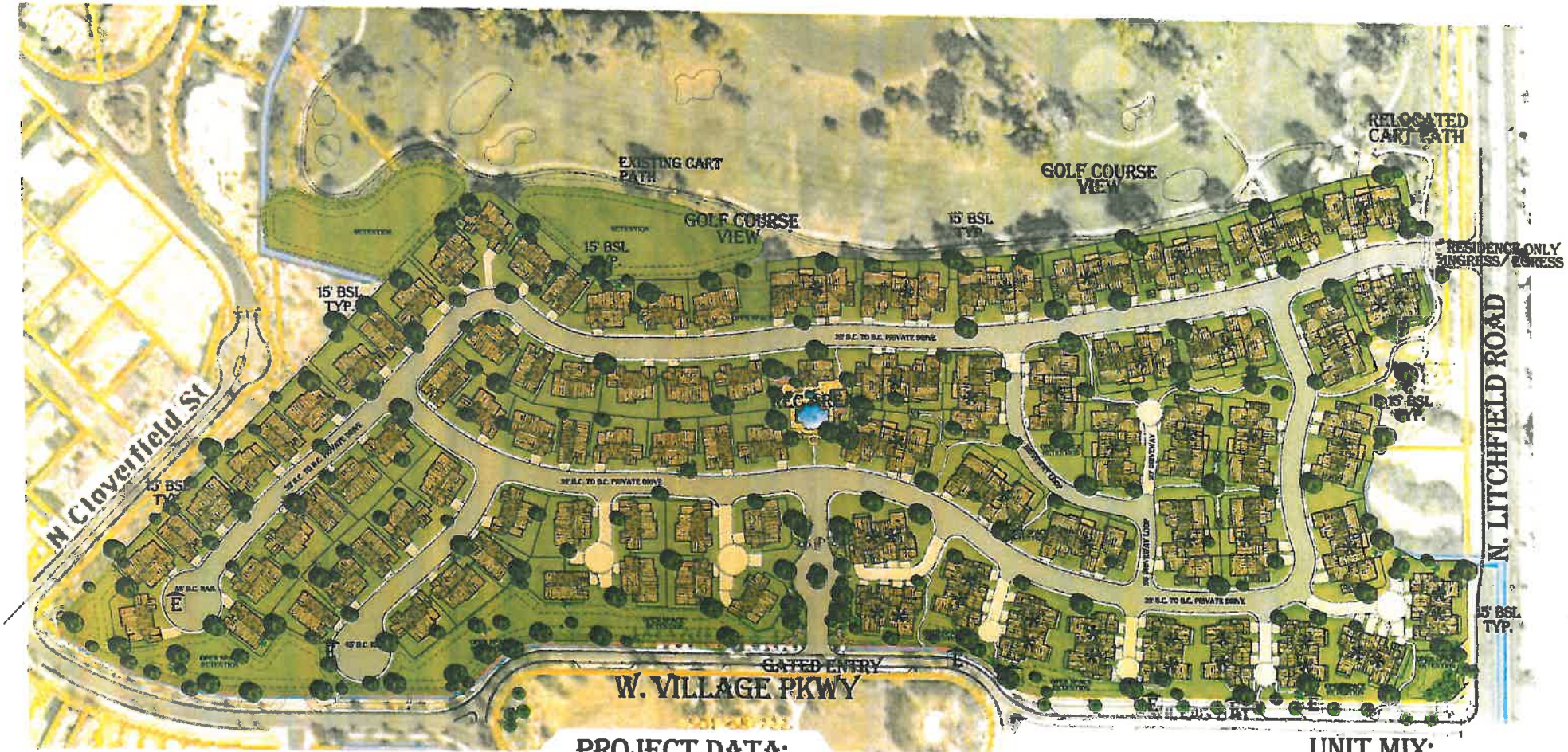


EXHIBIT B

GENERAL PLAN AMENDMENT: PARCEL "A" WIGWAM PROPERTY
EXISTING ZONING: MFL-LOW DENSITY MULTIFAMILY, RT-RESORT, OS-OPEN SPACE, AND NC-NEIGHBORHOOD COMMERCIAL
PROPOSED ZONING: RC CLUSTER
APPROXIMATE AREA: 28.0 AC. +/-
DENSITY: 5.96 DU/AC. +/-

"VILLAS" STYLE BUILDING TYPE (UNITS, C-1, C-2, C-3, AND C-4)		11 X 4 UNITS	44
"PATIO HOME" STYLE BUILDING TYPE (UNITS, TH-1, TH-2, AND TH-3)		23X 3 UNITS	69
"COTTAGE" HOME "1"	LIVABLE	1892 SQ.FT.	14
"COTTAGE" HOME "2"	LIVABLE	2005 SQ.FT.	19
"COTTAGE" HOME "3"	LIVABLE	2205 SQ.FT.	21
"COTTAGE" HOMES			54
		TOTAL	167

PROJECT DATA:

PLAN 'C-1' (1ST FLR STACKED)		11 UNITS
LIVABLE	1472 SQ.FT.	
PLAN 'C-2' (2ND FLR STACKED)		11 UNITS
LIVABLE	1883 SQ.FT.	
FOYER	137 SQ.FT.	
TOTAL	1020 SQ.FT.	
PLAN 'C-3 (1ST FLR STACKED)		11 UNITS
LIVABLE	1346 SQ.FT.	
PLAN 'C-4' (2ND FLR STACKED)		11 UNITS
LIVABLE	1599 SQ.FT.	
FOYER	176 SQ.FT.	
TOTAL	1795 SQ.FT.	
PLAN 'TH-1'		23 UNITS
LIVABLE	1701 SQ.FT.	
PLAN 'TH-2'		23 UNITS
LIVABLE	1979 SQ.FT.	
PLAN 'TH-3' (2 STORY)		23 UNITS
LIVABLE 1ST	1947 SQ.FT.	
LIVABLE 2ND	681 SQ.FT.	
TOTAL	2628 SQ.FT.	
		54
		167 UNITS

LOT COVERAGE: 459,935 SQ.FT./1,219,680 SQ.FT. = 38%
TOTAL UNITS UNDER ROOF 457,445 SQ.FT.
REC AREA 2,490 SQ.FT.
TOTAL AREA UNDER ROOF 459,935 SQ.FT.

OPEN SPACE: 507,348 SQ.FT./ 1,219,680 SQ.FT. = 41%
(INCLUDES OPEN SPACE/PRIVATE/PUBLIC/RETENTION AND COMMON AREAS LESS PRIVATE STREETS/DRIVES)

PROPOSED BUILDING HEIGHT : 20' SINGLE STORY, 30' TWO STORY

DISTANCE BETWEEN BUILDINGS: 10' MIN., 12'-15' TYPICAL

SETBACK REGULATIONS: 10' MIN., FRONT, SIDE, AND REAR YARDS, 15'-25' TYP. AT PERIMETERS

REFUSE: 90 GAL. INDIVIDUAL CONTAINERS, COTTAGE UNITS WILL BE LOCATED BEHIND SCREENED WALLS, ALL OTHERS WILL BE LOCATED IN GARAGES.

* DENOTES TWO STORY MASSING
» DENOTES 3' EMERGENCY EGRESS

UNIT MIX:

33% "COTTAGE" HOMES (54UNITS)

40% "PATIO HOME" STYLE (69 UNITS)

27% "VILLAS" STYLE (44UNITS)

CACHET AT THE WIGWAM

CONCEPTUAL SITE PLAN

NORTH

Cachet HOMES
SCRIVNER DESIGN GROUP

SCALE: 1"=60'
11-5-14

EXHIBIT B-2

LOT COVERAGE: 459,935 SQ.FT./1,219,680 SQ.FT. = 38%

TOTAL UNITS UNDER ROOF 457,445 SQ.FT.
REC AREA 2,490 SQ.FT.
TOTAL AREA UNDER ROOF 459,935 SQ.FT.

OPEN SPACE: 507,348 SQ.FT./ 1,219,680 SQ.FT. = 41%
(INCLUDES OPEN SPACE/PRIVATE/PUBLIC/RETENTION AND COMMON AREAS LESS PRIVATE STREETS/DRIVES)

58 % OPEN VIEW BETWEEN LANDSCAPE WALLS ALONG W. VILLAGE PARKWAY
902' LINEAL WALLS / 2156' EAST TO WEST PROPERTY FRONTAGE

E DENOTES 'STREET' FACING FRONT DOOR

X DENOTES 3' EMERGENCY EGRESS

5'-6' HIGH PRIVACY WALL
5'-6' HIGH COMBO/ VIEW WALL
3'-4' LOW WALL
EXISTING CART PATH
PEDESTRIAN WALKWAYS

PEDESTRIAN CIRCULATION- OPEN SPACE- PERIMETER WALL SCHEME- NEIGHBORHOOD INTEGRATION EXHIBIT

CACHET AT THE WIGWAM

NORTH

Cachet HOMES

SCRIVNER DESIGN GROUP

SCALE: 1"=60'
11-5-14

REAR

FRONT

"Villas"

REAR

FRONT

"Patio Homes"

PH-#1 PH-#2 PH-#3

"Cottage Homes"

CACHET AT THE WIGWAM

COMMUNITY THEME

Cachet HOMES

SCRIVNER DESIGN GROUP

11-5-14

Exhibit C

PH-#1 PH-#2 PH-#3

STREETSCAPE

CACHET AT THE WIGWAM

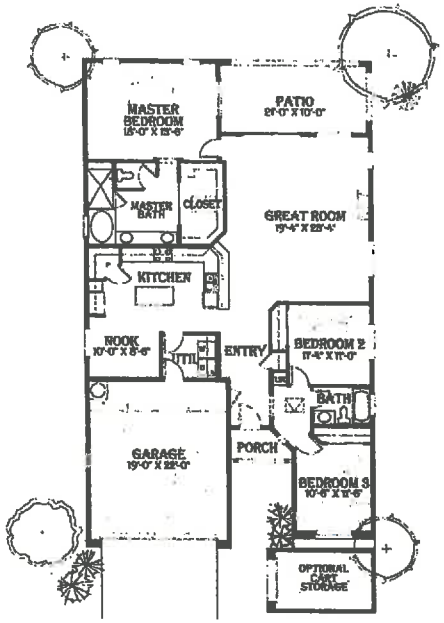
"Cottage Homes"

CONCEPTUAL ELEVATIONS

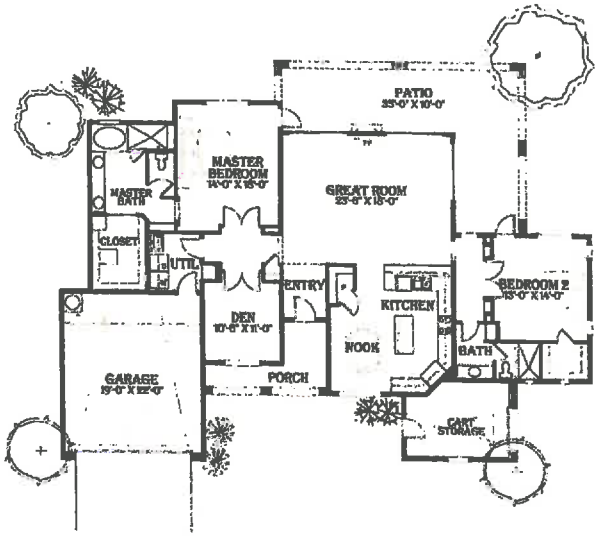
Cachet HOMES

SCRIVNER DESIGN GROUP

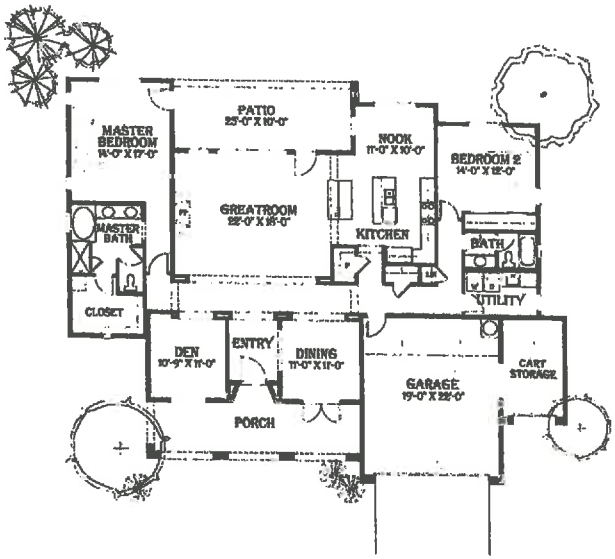
11-5-14



PLAN PH-1
LIVABLE 1892 SQ.FT.



PLAN PH-2
LIVABLE 2005 SQ.FT.



PLAN PH-3
LIVABLE 2205 SQ.FT.

CACHET HOMES AT THE WIGWAM

"Cottage Homes"

Cachet HOMES
SCRIVNER DESIGN GROUP

SCALE: 1/8"=1'-0"
11-5-14

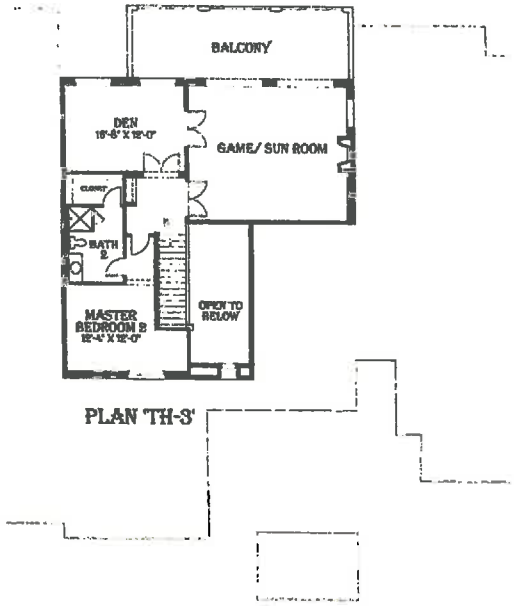
REAR

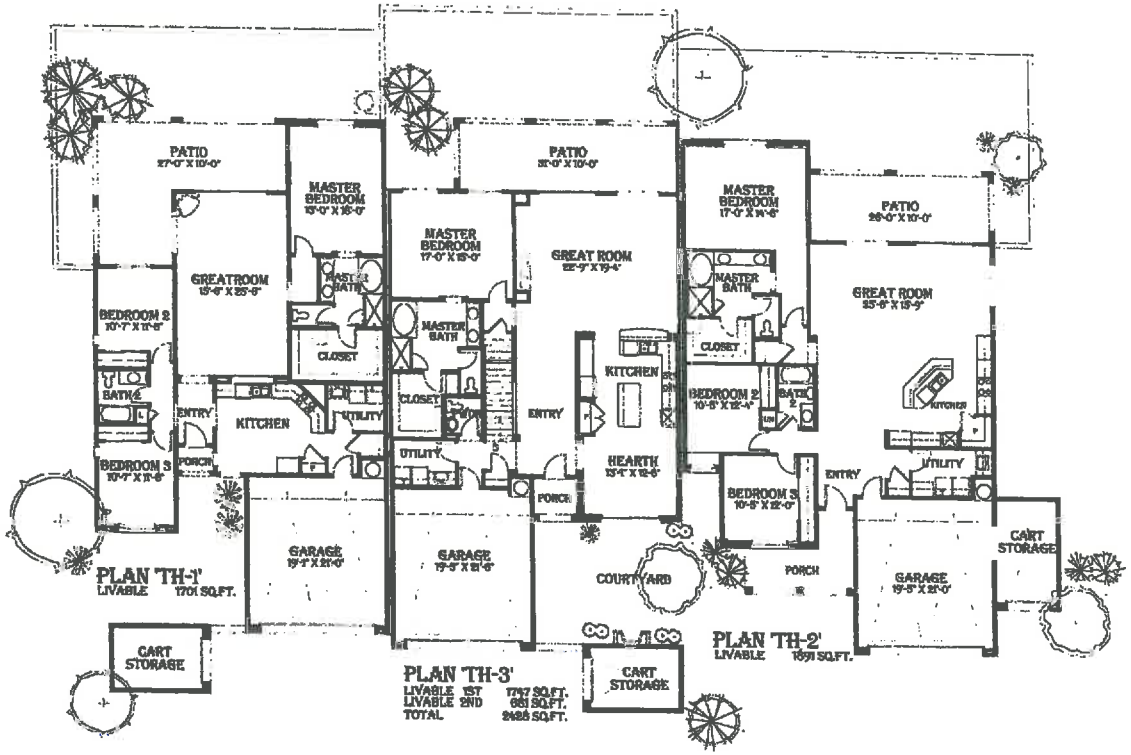
FRONT

CACHET AT THE WIGWAM

"Patio Homes"
CONCEPTUAL ELEVATIONS

Cachet HOMES
SCRIVNER DESIGN GROUP
11-5-14





CACHET HOMES AT THE WIGWAM

"Patio Homes"

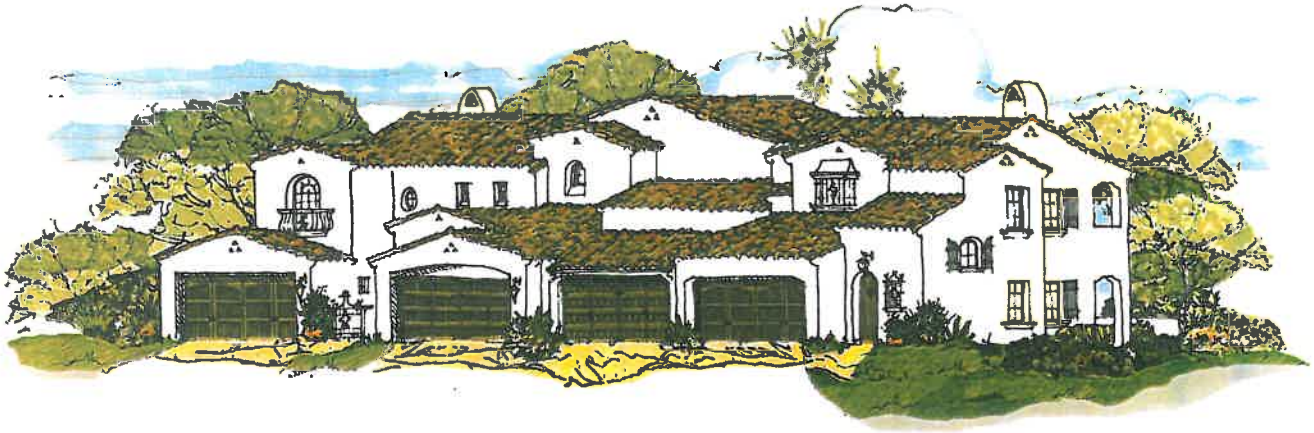
Cachet HOMES

SCRIVNER DESIGN GROUP

SCALE: 1/8"=1'-0"

11-5-14

CONDO STYLE BUILDING REAR



CONDO STYLE BUILDING FRONT

CACHET AT THE WIGWAM

"Villas"

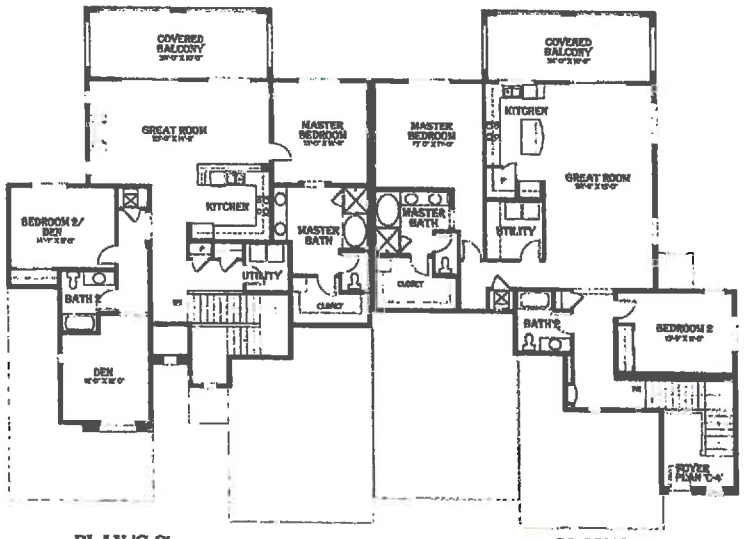
CONCEPTUAL ELEVATIONS

Cachet HOMES

SCRIVNER DESIGN GROUP

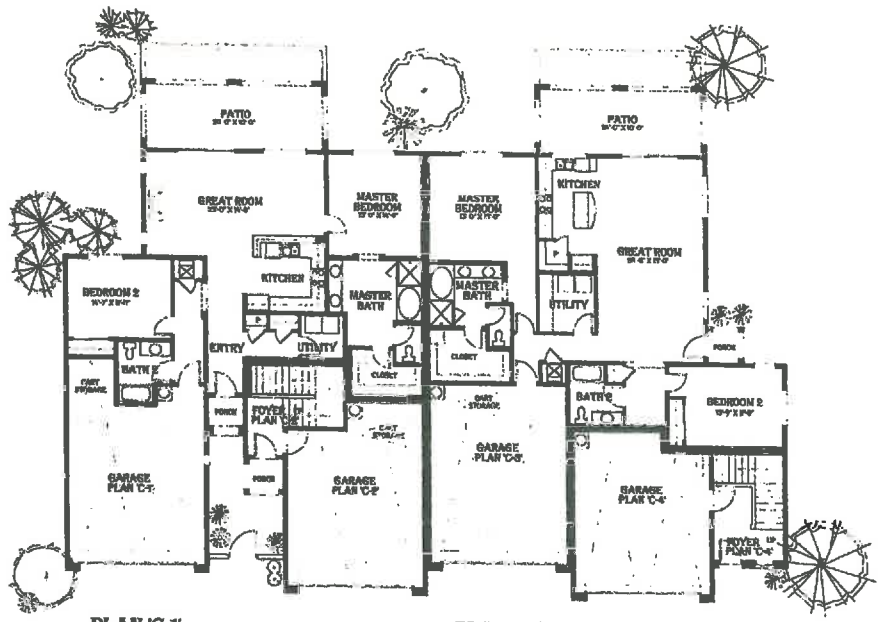
11-5-14

6.



PLAN 'C-2'
LIVABLE 1663 SQ.FT.
FOYER 157 SQ.FT.
TOTAL 1820 SQ.FT.

PLAN 'C-4'
LIVABLE 1624 SQ.FT.
FOYER 171 SQ.FT.
TOTAL 1795 SQ.FT.



PLAN 'C-1'
LIVABLE 1473 SQ.FT.

PLAN 'C-3'
LIVABLE 1544 SQ.FT.

CACHET HOMES AT THE WIGWAM

"Villas"

Cachet HOMES
SCRIVNER DESIGN GROUP
SCALE: 1/8"=1'-0"
11-5-14

Exhibit D

W. Village Pkwy Partial Streetscape

NEIGHBORHOOD INTEGRATION EXHIBIT

CACHET AT THE WIGWAM

Cachet HOMES

SCRIVNER DESIGN GROUP

11-5-14

Exhibit D

Exhibit E

Exhibit F

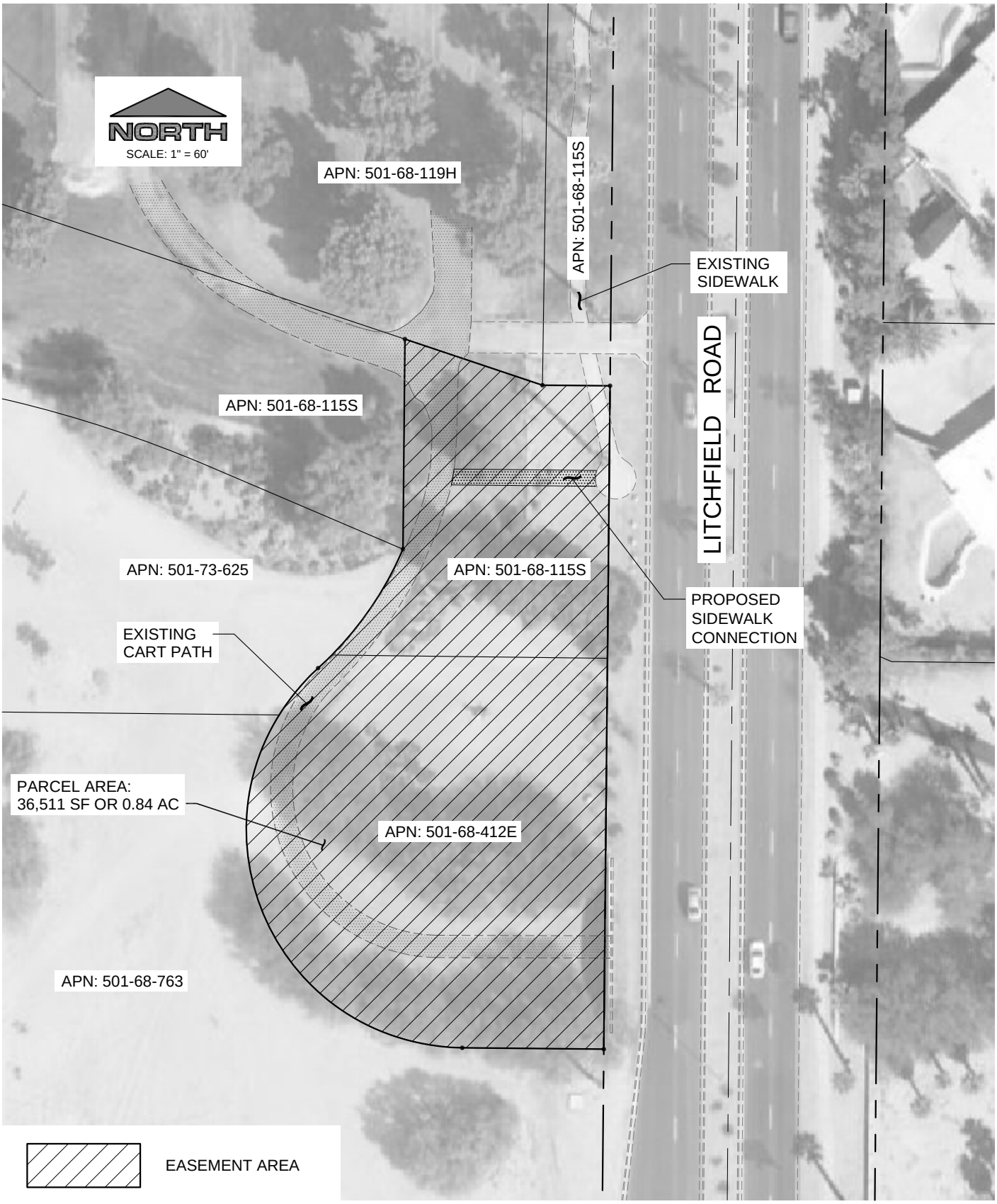


EXHIBIT G

EASEMENT AREA / CART UNDERPASS CONNECTION

SHEET 1 OF 1 - DATE: 12 / 03 / 14

EPS GROUP, INC.
1626 North Litchfield Road, Suite 310, Goodyear, Arizona 85395
Office (623) 547-4661 Fax (623) 547-4662

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LITCHFIELD PARK, ARIZONA, AND WIGWAM JOINT VENTURE, LP, AN ARIZONA LIMITED PARTNERSHIP RELATED TO THE HERITAGE (RED) GOLF COURSE LOCATED WEST OF LITCHFIELD ROAD AND NORTH OF VILLAGE PARKWAY; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 provides that the City of Litchfield Park may enter into development agreements with a landowner relating to property within the City; and

WHEREAS, Wigwam Joint Venture, LP, an Arizona limited partnership ("Owner") is the owner of the Heritage (Red) Golf Course located west of Litchfield Road and North of Village Parkway.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, that the Development Agreement attached hereto as Exhibit A is hereby approved, and the Mayor is authorized and directed to execute the Development Agreement; and

FURTHER RESOLVED, that the City Clerk be and she is hereby authorized and directed to record a copy of the Development Agreement with the Maricopa County Recorder not later than ten days from the date of execution of the Development Agreement.

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA THIS _____ DAY OF _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
City Attorneys
By: Susan D. Goodwin

EXHIBIT A
DEVELOPMENT AGREEMENT

WHEN RECORDED RETURN TO: **DRAFT 12-12-14**

City of Litchfield Park
Attn: City Clerk
214 W. Wigwam Blvd.
Litchfield Park, Arizona 85340

DEVELOPMENT AGREEMENT

CITY OF LITCHFIELD PARK, ARIZONA,
an Arizona municipal corporation

AND

WIGWAM JOINT VENTURE, LP,
an Arizona limited liability company

_____, 2014

DRAFT

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RECITALS

Exhibits

Exhibit A Legal Description
Exhibit B New Golf Course Maintenance Facility Location

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made by and between the City of Litchfield Park, an Arizona municipal corporation (the "Litchfield Park"), and Wigwam Joint Venture, LP, an Arizona limited partnership ("Owner"). Litchfield Park and Owner are sometimes referred to in this Agreement collectively as the "Parties**,**" or individually as a "Party."

RECITALS

A. Owner owns the property legally described on Exhibit A (the "Property"), which Property is a portion of the Heritage (Red) Golf Course located in the City of Litchfield Park, Arizona.

B. Owner and City have entered into a separate development agreement related to development of approximately twenty-eight acres of property for a residential subdivision adjacent to and south of the Heritage (Red) Golf Course ("Residential Subdivision").

C. Owner acknowledges that the development of the Residential Subdivision will impact the Heritage (Red) Golf Course and that the approval of the major General Plan amendment, rezoning ordinance and development agreement for the Residential Subdivision require commitments from Owner related to certain facilities described in this Agreement.

D. Prior agreements with Owner's predecessor-in-interest have required that a location for a new golf course maintenance facility be determined on the west side of Litchfield Road, which maintenance facility would be required to be constructed if the ownership of the Heritage (Red) Golf Course is separated from the ownership of the Blue and Gold Golf Courses on the east side of Litchfield Road.

E. This Agreement is a "development agreement" within the meaning of, and is authorized and entered into pursuant to, the provisions of A.R.S. §9-500.05. The Parties acknowledge the terms of this Agreement shall constitute covenants running with the land comprising the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing introductory paragraphs and Recitals, and the representations, mutual promises and agreements set forth herein, the Parties state, confirm, and agree as follows:

1. **Definitions**. Capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section 1.

Agreement means this Development Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to sections

or exhibits are to this Agreement unless otherwise qualified. The introductory paragraphs and recitals set forth above are incorporated herein by reference and form a part of this Agreement.

New Golf Course Maintenance Facility means a golf course maintenance facility to be constructed pursuant to this Agreement.

New Golf Course Maintenance Facility Location means the real property in the approximate location depicted on Exhibit B that is designated for use as a golf course maintenance facility in lieu of the existing golf course maintenance facility location, which is located on Section 22 of the Village at Litchfield Park Planned Development.

New Half-Way House Facility means a new half-way house facility to be constructed in the event the existing half-way house facility is removed.

New Practice Putting Green means the new putting green to be constructed in the event the existing putting green is removed.

Property means the real property legally described in Exhibit A.

2. **Purpose.** The purpose of this Agreement is to set forth the agreements of the Parties with respect to the construction of the New Golf Course Maintenance Facility, the New Halfway House Facility, and the New Practice Putting Green.

3. **New Golf Course Maintenance Facility.** The New Golf Course Maintenance Facility shall be constructed at the New Golf Course Maintenance Facility Location. The New Golf Course Maintenance Facility shall be constructed if Owner conveys the Heritage (Red) Golf Course separately from the Blue and Gold Golf Courses to another entity. Owner shall notify City at least sixty (60) days prior to completion of the conveyance of all or part of the Heritage (Red) Golf Course to another entity. Construction of the New Golf Course Maintenance Facility shall be complete prior to conveyance of all or part of the Heritage (Red) Golf Course to another entity.

4. **New Half-way House Facility.** If the existing half-way house and restrooms are removed, Owner shall construct a new facility on the east end of the Heritage (Red) Golf Course. At a minimum the New Half-Way House Facility shall include a separate men's and women's bathroom at a location approved by the City. The new facility shall be constructed within one (1) year of removal of the existing half-way house and restrooms.

5. **New Practice Putting Green.** If the existing practice putting green is removed, a New Practice Putting Green shall be constructed by Owner to replace it. The New Practice Putting Green shall be constructed within one (1) year of removal of the existing practice putting green.

6. **Maintenance of Cloverfield Drainage Basin.** Owner shall accept the grant of easement from the City in a form acceptable to the City Attorney over the Cloverfield Drainage Basin and shall operate and maintain that easement in perpetuity in a condition that it accepts drainage from the golf course and the Residential Subdivision in accordance with the requirements of the City.

7. **Representations and Warranties.**

7.1 Litchfield Park Representations. Litchfield Park represents and warrants to Owner:

7.1.2 The execution, delivery and performance of this Agreement by Litchfield Park is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which Litchfield Park is a party or is otherwise subject.

7.1.3 Litchfield Park has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

7.2 Owner Representations. Owner represents and warrants to Litchfield Park:

7.2.1 Owner's execution and approval of this Agreement is in compliance with the organizational and formation and operating documents of Owner.

7.2.2 As of the date of this Agreement, Owner knows of no litigation, proceeding or official investigation contesting the powers of Owner or its officers with respect to this Agreement including Owner's execution, delivery and performance hereof.

7.2.3 The execution, delivery and performance of this Agreement by Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Owner is a party or is otherwise subject.

7.2.4 Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

7.2.5 Owner has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

7. **Default and Remedies.**

If Owner fails to comply with the requirements of this Agreement, Litchfield Park may take all actions available in law or equity to enforce this Agreement.

8. **Notices and Filings.**

All notices, demands or other communications given hereunder shall be in writing and shall be given by personal delivery, delivered by recognized national "overnight" courier service (such as UPS or FedEx), or by United States certified mail (return receipt requested), with all postage and other delivery charges prepaid, and addressed as follows or such other address that a Party may provide in writing to the other Party:

To Litchfield Park City Manager 214 W. Wigwam Blvd. Litchfield Park, Arizona 85340	To Owner: Tom O'Malley JDM Partners 2400 East AZ Biltmore Circle Bldg. 2, Ste. 1270 Phoenix, AZ 85016
With a copy to: City Attorney 501 E. Thomas Road Phoenix, Arizona 85012 Attn: Susan D. Goodwin	With a copy to: Beus Gilbert PLLC 701 N. 44th Street Phoenix, AZ 85260 Attn: Paul E. Gilbert

9. **General Provisions.**

9.1 **Indemnification.**

Owner shall indemnify, defend, pay and hold harmless Litchfield Park, and its employees, agents, contractors, licensees or assignees (each, individually, an ***"Litchfield Park Indemnified Party,"*** and collectively, the "***Litchfield Park Indemnified Parties***") for, from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, judgments and causes of action including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any one or more of the Litchfield Park Indemnified Parties relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions caused by Owner, its agents, employees or any subcontractor of Owner related to the performance of this Agreement or by reason of any statement, information, certificate or other official representation provided by Owner in this Agreement that is false, inaccurate, misleading or incomplete in any material respect, except to the extent caused by the gross negligence or willful misconduct of the Litchfield Park Indemnified Party seeking indemnity hereunder. In the case of any claim, action or proceeding is made or brought against any of the Litchfield Park Indemnified Parties by reason of any of the foregoing events, then Owner, upon prompt written notice from the Litchfield Park Indemnified Party will, at Owner's sole cost and expense, resist or defend such claim, action or proceeding, in the Litchfield Park Indemnified Party's name, if necessary, by counsel approved, in writing, by the Litchfield Park Indemnified Party, such approval not be unreasonably withheld or delayed. The foregoing indemnity shall be in addition to, and shall not limit, any indemnification provided in the Lease Agreement.

9.2 **Persons Not Liable**. No shareholder, partner, member, manager, director, officer, official, council member, representative, agent, attorney or employee of either Party shall be personally liable to the other Party, or to any successor in interest to the other Party, in the event of any Default by a Party or for any amount which may become due to the other Party or any

successor or assign, or with respect to any obligation of the Litchfield Park or Owner under the terms of this Agreement.

9.3 **Recordation**. This Agreement shall be recorded in its entirety by Litchfield Park in the office of the Maricopa County, Arizona, Recorder, not later than ten (10) days after this Agreement has been executed by Litchfield Park and Owner.

9.4 **Governing Law; Choice of Forum**. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement (whether by a Party, or by a permitted successor or assign to all or any interest of a Party) shall be commenced and maintained in the Superior Court for Maricopa County, in Phoenix, Arizona, and the Parties (and their successors and assigns) agree and consent to the exclusive jurisdiction of such Superior Court. Owner (and their successors and assigns) waive all right to seek removal of any action to any court (federal or state) other than the Superior Court in and for Maricopa County, Arizona.

9.5 **Attorneys' Fees and Costs**. In the event of commencement of a legal action or proceeding in an appropriate forum by a Party to enforce any covenant, term, provision or requirement of this Agreement, or any of such Party's rights or remedies under this Agreement, or on in the event of commencement of any action or proceeding seeking a declaration of the rights of any Party or equitable or injunctive relief against any Party, the prevailing Party or Parties in any such action or proceeding shall be entitled to recovery of its reasonable attorneys' fees, court costs and expenses, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental expenses associated with such dispute. The award shall be made by the Court and not by a jury.

9.6 **Headings**. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

9.7 **Exhibits and Recitals**. Any exhibit attached hereto shall be deemed to have been incorporated into this Agreement by this reference with the same force and effect as if fully set forth in the body of this Agreement. The Recitals set forth at the beginning of this Agreement and the introductory paragraphs preceding the Recitals are incorporated into this Agreement, and the Parties hereby confirm the accuracy of the Recitals.

9.8 **Construction**. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been, or has had the opportunity to be, represented by counsel of its own choosing and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement reflecting ambiguous or conflicting terms or provisions contained in this Agreement (or any

other provision of this Agreement) shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of same.

9.9 **No Partnership; Third Parties**. Nothing in this Agreement shall create, or be deemed to create, any partnership, joint venture or other similar arrangement between the Litchfield Park and Owner. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto and no such other person, firm, organization or corporation shall have any right or standing to any cause of action hereunder; except any mortgagee shall be a third party beneficiary of the provisions of this Section 19.16, and except the protection of the indemnification provisions of this Agreement shall extend to all agents, attorneys, Council members and employees of the Litchfield Park and all agents, attorneys and employees of Owner acting in the course and scope of their employment or engagement and all such persons shall be and are intended to be, third party beneficiaries of such indemnification provisions.

9.10 **Successors and Assigns**. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.05(D).

9.11 **Covenants Running With Land; Inurement**. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the land and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Development. Wherever the term "Party" or the name of any particular Party is used in this Agreement such term shall include any such Party's permitted successors and assigns.

9.12 **Amendment**. No change, addition or deletion is to be made to this Agreement, except by a written amendment approved by the Litchfield Park Council and executed by the Parties.

98.13 **Non-Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction as a result of a challenge brought by the Owner or any successor of the Owner, the entire Agreement shall be void and unenforceable.

9.14 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so the signatures of all Parties may be physically attached to a single document.

9.14 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter. With the exception of the Lease Agreement, all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written (including any term sheets, discussion outlines or similar documents) are hereby superseded and merged into this Agreement.

9.15 **Survival**. All agreements and indemnities in this Agreement shall survive the execution and delivery of this Agreement, the consummation of any transaction contemplated

herein, and the rescission, cancellation, expiration or termination of this Agreement for the period of the applicable statute of limitations.

9.16 **Conflict of Interest Statutes**. This Agreement is subject to, and may be terminated by the Litchfield Park in accordance with, the provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on or as of the day and year first written above.

CITY OF LITCHFIELD PARK, an Arizona municipal corporation	WIGWAM JOINT VENTURE, LP An Arizona limited partnership
By:_____	By:_____
Its:_____	

INSERT ACKNOWLEDGEMENT.

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LITCHFIELD PARK, ARIZONA, AND WIGWAM TOWN PARCELS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND WIGWAM JOINT VENTURE, LP, AN ARIZONA LIMITED PARTNERSHIP; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 provides that the City of Litchfield Park may enter into development agreements with a landowner relating to property within the City; and

WHEREAS, Wigwam Town Parcels, LLC, an Arizona limited liability company and Wigwam Joint Venture, LP, an Arizona limited partnership (collectively, "Owners") are the successors in interest to Litchfield Park Properties, L.L.C and Litchfield Park Investments, L.L.C. and are the current owners of real property located at the northwest corner of Litchfield Road and Village Parkway.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, that the Development Agreement attached hereto as Exhibit A is hereby approved, and the Mayor is authorized and directed to execute the Development Agreement; and

FURTHER RESOLVED, that the City Clerk be and she is hereby authorized and directed to record a copy of the Development Agreement with the Maricopa County Recorder not later than ten days from the date of execution of the Development Agreement.

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA THIS _____ DAY OF _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
City Attorneys
By: Susan D. Goodwin

EXHIBIT A
DEVELOPMENT AGREEMENT

WHEN RECORDED RETURN TO:

City of Litchfield Park
Attn: City Clerk
214 W. Wigwam Blvd.
Litchfield Park, Arizona 85340

DEVELOPMENT AGREEMENT

MEMORANDUM OF UNDERSTANDING

CITY OF LITCHFIELD PARK, ARIZONA,
an Arizona municipal corporation

AND

WIGWAM TOWN PARCELS, LLC
an Arizona limited liability company
and
WIGWAM JOINT VENTURE, LP,
an Arizona limited partnership

_____, 2014

DRAFT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding / Development Agreement ("Memorandum") is made by and between the City of Litchfield Park, an Arizona municipal corporation (the "Litchfield Park"), Wigwam Town Parcels, LLC, an Arizona limited liability company, and Wigwam Joint Venture, LP, an Arizona limited partnership (collectively, "Owners"). Litchfield Park and Owners are sometimes referred to in this Memorandum collectively as the "Parties**,**" or individually as a "Party."

RECITALS

A. Owners own the property located at the corner of Litchfield Road and Village Parkway, as well as a portion of the Heritage (Red) Golf Course immediately to the north (the "Property"), located in the City of Litchfield Park, Arizona, and legally described in Exhibit A, which is attached hereto and incorporated herein.

B. Owners have filed a General Plan Amendment (GPA 14-01) and a concomitant Zoning Application (ZA 14-02) seeking to rezone a portion of the Property as described in Exhibit B ("Residential Development") from Litchfield Park Planned Development (PD) with an underlying zoning district of medium density multifamily (MFL), Neighborhood Commercial (NC), resort (RT) and open space (OS) to Planned Development (PD) with underlying zoning district of high density residential cluster (RC Cluster).

C. Owners have entered into an agreement with a third party to develop the Residential Subdivision pursuant to the site plan attached to Ordinance No. ___.

D. The City Council of the City of Litchfield Park has adopted Ordinance No. ____ rezoning the Residential Development to Planned Development (PD) with underlying zoning district of high density residential cluster (RC Cluster) and providing that certain provisions of Ordinance No. ____ shall not be enforced until a Development Agreement governing the Residential Subdivision ("Development Agreement") is recorded with the Maricopa County Recorder's Office.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing introductory paragraphs and Recitals, and the representations, mutual promises and agreements set forth herein, the Parties state, confirm, and agree as follows:

1. **Purpose.** The purpose of this Memorandum is to set forth certain procedures with regard to the General Plan Amendment in the event the third party transaction does not close escrow.

2. **Agreement**. In the event the Development Agreement is not recorded within one (1) year of the adoption of Ordinance No. ___, Owners shall file an application to return the land use designations that is the subject of GPA 14-01 to the designations as they existed immediately prior to the approval of the medium density residential 4.1 to 8 dwelling units per acre. If

Owners fail or refuse to file such application, Litchfield Park is authorized to do so on Owner's behalf. Owner shall pay all costs associated with processing the General Plan application. Owners, on behalf of itself and its successors, waive any claim they might make for diminution of value of the Residential Development related to the General Plan amendment that returns the land use designation for the Residential Development to is prior designation.

7. **Representations and Warranties.**

7.1 Litchfield Park Representations. Litchfield Park represents and warrants to Owner:

7.1.2 The execution, delivery and performance of this Agreement by Litchfield Park is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which Litchfield Park is a party or is otherwise subject.

7.1.3 Litchfield Park has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

7.2 Owner Representations. Owner represents and warrants to Litchfield Park:

7.2.1 Owner's execution and approval of this Agreement is in compliance with the organizational and formation and operating documents of Owner.

7.2.2 As of the date of this Agreement, Owner knows of no litigation, proceeding or official investigation contesting the powers of Owner or its officers with respect to this Agreement including Owner's execution, delivery and performance hereof.

7.2.3 The execution, delivery and performance of this Agreement by Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Owner is a party or is otherwise subject.

7.2.4 Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

7.2.5 Owner has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

7. **Default and Remedies.**

If Owner fails to comply with the requirements of this Agreement, Litchfield Park may take all actions available in law or equity to enforce this Agreement.

8. **Notices and Filings.**

All notices, demands or other communications given hereunder shall be in writing and shall be given by personal delivery, delivered by recognized national "overnight" courier service (such as UPS or FedEx), or by United States certified mail (return receipt requested), with all postage and other delivery charges prepaid, and addressed as follows or such other address that a Party may provide in writing to the other Party:

To Litchfield Park City Manager 214 W. Wigwam Blvd. Litchfield Park, Arizona 85340	To Owner: Tom O'Malley JDM Partners 2400 East AZ Biltmore Circle Bldg. 2, Ste. 1270 Phoenix, AZ 85016
With a copy to: City Attorney 501 E. Thomas Road Phoenix, Arizona 85012 Attn: Susan D. Goodwin	With a copy to: Beus Gilbert PLLC 701 N. 44th Street Phoenix, AZ 85260 Attn: Paul E. Gilbert

9. General Provisions.

9.1 Indemnification.

Owner shall indemnify, defend, pay and hold harmless Litchfield Park, and its employees, agents, contractors, licensees or assignees (each, individually, an ***"Litchfield Park Indemnified Party,"*** and collectively, the "***Litchfield Park Indemnified Parties***") for, from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, judgments and causes of action including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any one or more of the Litchfield Park Indemnified Parties relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions caused by Owner, its agents, employees or any subcontractor of Owner related to the performance of this Agreement or by reason of any statement, information, certificate or other official representation provided by Owner in this Agreement that is false, inaccurate, misleading or incomplete in any material respect, except to the extent caused by the gross negligence or willful misconduct of the Litchfield Park Indemnified Party seeking indemnity hereunder. In the case of any claim, action or proceeding is made or brought against any of the Litchfield Park Indemnified Parties by reason of any of the foregoing events, then Owner, upon prompt written notice from the Litchfield Park Indemnified Party will, at Owner's sole cost and expense, resist or defend such claim, action or proceeding, in the Litchfield Park Indemnified Party's name, if necessary, by counsel approved, in writing, by the Litchfield Park Indemnified Party, such approval not be unreasonably withheld or delayed. The foregoing indemnity shall be in addition to, and shall not limit, any indemnification provided in the Lease Agreement.

9.2 **Persons Not Liable**. No shareholder, partner, member, manager, director, officer, official, council member, representative, agent, attorney or employee of either Party shall be personally liable to the other Party, or to any successor in interest to the other Party, in the event of any Default by a Party or for any amount which may become due to the other Party or any successor or assign, or with respect to any obligation of the Litchfield Park or Owner under the terms of this Agreement.

9.3 **Recordation**. This Agreement shall be recorded in its entirety by Litchfield Park in the office of the Maricopa County, Arizona, Recorder, not later than ten (10) days after this Agreement has been executed by Litchfield Park and Owner.

9.4 **Governing Law; Choice of Forum**. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement (whether by a Party, or by a permitted successor or assign to all or any interest of a Party) shall be commenced and maintained in the Superior Court for Maricopa County, in Phoenix, Arizona, and the Parties (and their successors and assigns) agree and consent to the exclusive jurisdiction of such Superior Court. Owner (and their successors and assigns) waive all right to seek removal of any action to any court (federal or state) other than the Superior Court in and for Maricopa County, Arizona.

9.5 **Attorneys' Fees and Costs**. In the event of commencement of a legal action or proceeding in an appropriate forum by a Party to enforce any covenant, term, provision or requirement of this Agreement, or any of such Party's rights or remedies under this Agreement, or on in the event of commencement of any action or proceeding seeking a declaration of the rights of any Party or equitable or injunctive relief against any Party, the prevailing Party or Parties in any such action or proceeding shall be entitled to recovery of its reasonable attorneys' fees, court costs and expenses, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental expenses associated with such dispute. The award shall be made by the Court and not by a jury.

9.6 **Headings**. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

9.7 **Exhibits and Recitals**. Any exhibit attached hereto shall be deemed to have been incorporated into this Agreement by this reference with the same force and effect as if fully set forth in the body of this Agreement. The Recitals set forth at the beginning of this Agreement and the introductory paragraphs preceding the Recitals are incorporated into this Agreement, and the Parties hereby confirm the accuracy of the Recitals.

9.8 **Construction**. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been, or has had the opportunity to be, represented by counsel of its own choosing and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of

this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement reflecting ambiguous or conflicting terms or provisions contained in this Agreement (or any other provision of this Agreement) shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of same.

9.9 **No Partnership; Third Parties**. Nothing in this Agreement shall create, or be deemed to create, any partnership, joint venture or other similar arrangement between the Litchfield Park and Owner. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto and no such other person, firm, organization or corporation shall have any right or standing to any cause of action hereunder; except any mortgagee shall be a third party beneficiary of the provisions of this Section 19.16, and except the protection of the indemnification provisions of this Agreement shall extend to all agents, attorneys, Council members and employees of the Litchfield Park and all agents, attorneys and employees of Owner acting in the course and scope of their employment or engagement and all such persons shall be and are intended to be, third party beneficiaries of such indemnification provisions.

9.10 **Successors and Assigns**. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.05(D).

9.11 **Covenants Running With Land; Inurement**. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the land and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Development. Wherever the term "Party" or the name of any particular Party is used in this Agreement such term shall include any such Party's permitted successors and assigns.

9.12 **Amendment**. No change, addition or deletion is to be made to this Agreement, except by a written amendment approved by the Litchfield Park Council and executed by the Parties.

98.13 **Non-Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction as a result of a challenge brought by the Developer or any successor of the Developer, the entire Agreement shall be void and unenforceable.

9.14 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so the signatures of all Parties may be physically attached to a single document.

9.15 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter. With the exception of the Lease Agreement, all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written

(including any term sheets, discussion outlines or similar documents) are hereby superseded and merged into this Agreement.

9.16 **Survival**. All agreements and indemnities in this Agreement shall survive the execution and delivery of this Agreement, the consummation of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement for the period of the applicable statute of limitations.

9.16 **Conflict of Interest Statutes**. This Agreement is subject to, and may be terminated by the Litchfield Park in accordance with, the provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on or as of the day and year first written above.

CITY OF LITCHFIELD PARK, an Arizona municipal corporation

By:_____

Its:_____

WIGWAM JOINT VENTURE, LP
An Arizona limited partnership

By:_____

WIGWAM JOINT VENTURE, LP
An Arizona limited partnership

By:_____

Acknowledgment

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this _____ by Thomas L. Schoaf, Mayor of the City of Litchfield Park, Arizona, a municipal corporation of the State of Arizona, on behalf of the city.

_____

NOTARY PUBLIC

_____

My Commission Expires:

_____

Acknowledgment

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this _____ by _____ of Wigwam Town Parcels, LLC, An Arizona limited liability company, on behalf of the company.

_____

NOTARY PUBLIC

_____

My Commission Expires:

_____

Acknowledgment

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this _____ by _____ of Wigwam Joint Venture, LP, an Arizona limited partnership, on behalf of the partnership.

_____

NOTARY PUBLIC

_____

My Commission Expires:

_____

INSERT ACKNOWLEDGEMENT.

CITY OF LITCHFIELD PARK COUNCIL COMMUNICATION	NWC of Wigwam Blvd and Litchfield Road

TO: HONORABLE THOMAS L. SCHOAF AND MEMBERS OF COUNCIL

FROM: JASON SANKS, PLANNING CONSULTANT

THROUGH: DARRYL H. CROSSMAN, CITY MANAGER

MEETING DATE: DECEMBER 17, 2014

SUBJECT: GPA14-02: REVIEW OF DEVELOPMENT OF THE 15 ACRE PROPERTY AT THE NWC OF WIGWAM BOULEVARD AND LITCHFIELD ROAD

RECOMMENDED MOTIONS

APPROVAL OF GPA14-02 AND THE ASSOCIATED DRAFT GENERAL PLAN AMENDMENT RESOLUTION.

BACKGROUND / DISCUSSION

Staff has prepared a report for the purpose of presenting to the Planning and Zoning Advisory Commission (PZ) and City Council the relevant documents pertaining to a development proposal at the northwest corner of Litchfield Road and Wigwam Boulevard. These documents include a General Plan Amendment Resolution. The report is intended to provide informational references to guide the consideration of the proposal in regards to its conformance with the goals and policies of the City's General Plan and Zoning Ordinance. As presented in prior Study Session meetings for both the PZ and City Council, points to consider in this evaluation should include the following:

- Planning (good land use principles)
- Financial impacts on the City of Litchfield Park (revenues/expenses)
- Engineering impacts (sewer, water, traffic, environmental)
- Economic Development impacts (sales tax generation)
- Schools, Luke Air Force Base

In an effort to study the requests in greater detail and to gather public comment on the applications, the City has made extensive efforts to consider all aspects of the development proposal. These include, but are not limited to, the following:

- Preparation and presentation of the Retail Market Feasibility Study
- Neighborhood Meetings hosted by the applicant
- Citizen Review Meetings hosted by the City of Litchfield Park
- Financial Impact Analysis prepared by the City's Finance Director
- Study Sessions with the PZ, City Council, and Design Review Board (DRB)

- Planning Commission hearing
- Multiple channels for public comment on the applications

OVERVIEW

The property is located at the northwest corner of Litchfield Road and Wigwam Boulevard. It consists of 15 acres that is currently designated for Commercial land uses. JDM wishes to re-designate the property as both Commercial and High Density Residential 8.1+ DU/acre, basically overlaying both land uses to allow for flexibility in a future zoning case. The exact zoning district boundaries will be determined with that submittal.

The last PZ Study Sessions for this case were May 6, 2014 and August 12, 2014. City Council held a Study Session for this application on September 16, 2014. PZ and City Council did not express much support for the application as filed. Since that time, Staff has worked with the applicant to develop language that would be tied to the General Plan Amendment through the form of a text amendment to the Land Use Element of the City's General Plan. This text more specifically describes the vision the City has for this property's development. The text for this is provided under the subsection "General Plan" below. Without the inclusion of this change to the Land Use Element, Staff would not support the proposal as it would suggest support for typical strip retail and multi-family development. Staff desires an integrated, mixed-use development on this property that will create a "lifestyle center" to compliment future downtown development on the east side of Litchfield Road. Both Staff and PZ are recommending approval of the revised application.

GENERAL PLAN

The purpose of the City of Litchfield Park's General Plan is to "identify community goals and designate the proposed general distribution, location and extent of such uses of land and other measures to satisfy the goals of this document. The goals shall be to maintain, improve and protect the highly desirable physical and social living environment of the City of Litchfield Park". Staff, in its evaluation of this proposed amendment, must keep this goal at the forefront of consideration when reviewing changes to the document and land use map.

The proposed change in land use is considered a Major General Plan Amendment because of the request to re-designate land from Commercial to Mixed-Use Commercial/Residential. This requires the proposal to be heard at one public hearing at the same time as other Major General Plan Amendments filed in the calendar year and will require a two-thirds vote of the members of City Council to receive approval. The City Council may, at its discretion, approve, deny, or continue the request.

Through this process, Staff has worked with the applicant to create an exhibit that clearly reflects the applicant's application, since a future rezoning must be consistent with and conform to the General Plan. As a result, the revised Land Use map amendment includes cross-hatching to show that Commercial and Multi-Family uses may be integrated into one development and that the location and extent of such uses will be set forth in a re-zoning ordinance approved by the Council.

A text amendment to the Land Use Element is proposed adding the following language to ensure this request is modified to clearly indicate the development intent of this parcel as it will

guide a future zoning application on the property. This included adding a new bullet under "Objectives" and text as follows:

"Permit development of the land designated for Mixed Use (Commercial/Multi-Family) in a manner which takes into account the golf and resort nature of the community. The vision for this designation is an integrated residential and retail development. Small retail shops anchored by compatible uses, rather than single large anchor users, are preferred. Other elements of development that will further the vision for this designation include, but are not limited to, compatibility with the Village Center, residential uses adjacent to Village Parkway, vertical mixed uses, and uses reflective of the golf and resort existing uses. At least 75,000 square feet of commercial floor area must be included in the development. Commercial uses can be developed alone. If a residential use is developed, the residential use must be developed and constructed at the same time as the commercial uses or a later time. Notwithstanding this restriction on development of residential uses, a residential use adjacent to Village Parkway which is substantially similar to the residential use to the north of Village Parkway may be developed and constructed at any time. The overall development plan will integrate both the commercial and residential components into one overall mixed use."

RICK HILL STUDY

The Rick Hill Study specifically addressed this 15 acre commercial property. Mr. Hill found that approximately 85,860 SF of commercial development on about 10 of the 15 acres of this property was viable, and should be coordinated to "book end" commercial/mixed use development of the 5 acre commercial property on the north side of Village Parkway. As evident in the draft language for the Land Use Element text amendment, JDM is willing to commit 75,000 SF of retail to this site. Although that is 10,860 SF less than the Retail Study suggested, Staff finds the proposal acceptable considering the design and development parameters that have been established through the Land Use Element text amendment. Staff supports Mr. Hill's recommendation for mixed-use retail, office, and residential on this parcel and the language of the text amendment is generally consistent with the findings in the Rick Hill report.

FINANCIAL IMPACT

Ben Ronquillo, The City's Finance Director, has completed a summary of the financial impact that this proposal will have on the City. His summary is as follows:

"The applicant is requesting a change in land use from commercial to mixed use (High Density Residential and Commercial). The actual type and location of retail has not been determined or submitted to the City by the applicant. One-time construction related revenues are estimated to be about $558,000 for development of this parcel (applicant's estimate). The actual mix of residential vs. commercial is not guaranteed if land use is changed from commercial to mixed use. The City's current plan anticipates the development of 85,900 square feet of retail on this corner which is projected to generate approximately $963,000 in annual sales tax revenues. The applicant has proposed to develop both residential and a minimum of 75,000 square feet of commercial on this 15 acre parcel. The reduction in commercial square footage from an anticipated 85,900 square feet down to a minimum of 75,000 square feet results in an estimated loss in ongoing sales tax revenues of $121,000 annually. However, Staff finds the minimum of 75,000 square feet of commercial to be acceptable; especially with the mixed use concept."

REZONING

No companion zoning case has been filed with this General Plan Amendment request. A future zoning application will need to illustrate the locations of the residential and commercial land uses as an integrated project compatible with the Village Center. In the case where residential uses are proposed over a commercial use, a Planned Development overlay will be necessary.

LUKE AIR FORCE BASE

James Mitchell, Director of the Community Initiatives Team at Luke Air Force Base, provided input on this request through a letter dated October 28, 2014. He notes that the location of this property is "1.1 miles outside the 1988 JLUS 65 Ldn and 'high noise or accident potential zone' and is within the 'territory in the vicinity of a military airport'". He goes on to report that based upon information received from the Wigwam "this parcel is within a Planned Development called the Village at Litchfield Park and has an underlying zoning of Neighborhood Commercial. The Planned Development provides for an unlimited number of swelling units, subject only to the restriction that the dwellings be located above commercial uses in vertically mixed use strictures. Dwelling units, as mentioned above, are currently entitled without restriction as to the number. This is a fully entitled site with the ability to develop without any further discretionary approvals on the part of the city in relation to the proposed uses. Wigwam's application on GP14-02 complies with the Luke AFB suggested GDC because it is "grandfathered in". Staff notes from this letter that Luke Air Force Base has no objection to the proposed development.

SCHOOLS

Dan Ensign, Director of Construction for the Litchfield Elementary School District, provided input on this request through a letter dated October 14, 2014. The 150 proposed units will generate an estimated 7 new students at Litchfield Elementary School and 3 students at Western Sky Middle School. Mr. Ensign further notes that the schools have the capacity to absorb the impact of the new students.

CITIZEN REVIEW

Both the applicant and Staff have gone to extended lengths to provide the public with numerous opportunities to review and comment on this proposal. This includes a website comment portal, neighborhood meetings, citizen review meetings, and Study Sessions with both PZ and City Council. The public has utilized these venues and provided both verbal and written comments. Staff will be providing to both PZ and City Council (under separate cover) a summation and print out of all public correspondence that has been submitted.

Generally, the public has expressed concern over the loss of future commercial development (and sales tax revenue) by allowing residential development on the property. Several residents expressed concern over the addition of more multi-family development within the City, particularly apartments. Others, however, have stated that they want the vacant parcels developed to eliminate the dirt lots near downtown.

SUMMARY

Staff finds that the proposed General Plan Amendment will provide a clearer vision for the development of this important property adjacent to the City's downtown. The amendment will provide the applicant additional flexibility for the inclusion of residential uses in a mixed-use commercial/residential environment. Staff supports both the proposed Land Use Map and Land Use Element changes.

STAFF RECOMMENDATION

Staff recommends approval of GPA14-02, which includes the Land Use map amendment and the text amendment to the Land Use Element as presented.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission voted 6-1 to approve GPA14-02.

CC 121714

JDM Parcel B
General Plan

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, AMENDING THE LITCHFIELD PARK GENERAL PLAN LAND USE MAP FOR THE PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF LITCHFIELD ROAD AND WIGWAM BOULEVARD BY CHANGING THE LAND USE DESIGNATION ON 15 ACRES FROM COMMERCIAL TO A MIX OF COMMERCIAL AND RESIDENTIAL USES ON THE LAND USE MAP OF THE GENERAL PLAN AND AMENDING THE TEXT OF THE GENERAL PLAN TO ESTABLISH A VISION FOR THE DEVELOPMENT OF THE PROPERTY IN THE LAND USE ELEMENT OF THE GENERAL PLAN; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, a major general plan amendment was filed with the City of Litchfield Park related to the property located at the northwest corner of Litchfield Road and Wigwam Boulevard; and

WHEREAS, the City has solicited and received public input regarding the proposed major amendment to the General Plan through notice and public hearings as required by A.R.S. Section 9-461.06; and

WHEREAS, the Common Council of the City has received a recommendation from the City Planning and Zoning Advisory Commission regarding the proposed land use map change and General Plan text amendment;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Litchfield Park, Arizona, that the Land Use Map of the General Plan of the City of Litchfield Park, Arizona, is hereby amended for the property generally located at the northwest corner of Litchfield Road and Wigwam Boulevard, changing the land use designation from commercial to a mix of commercial and residential uses on the land use map of the general plan, as set forth on Exhibit A, which is attached hereto and incorporated herein by this reference; and amending the text of the general plan to establish a vision for the development of the property in the Land Use Element of the General Plan, as set forth on Exhibit B, which is attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA THIS _____ DAY OF _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

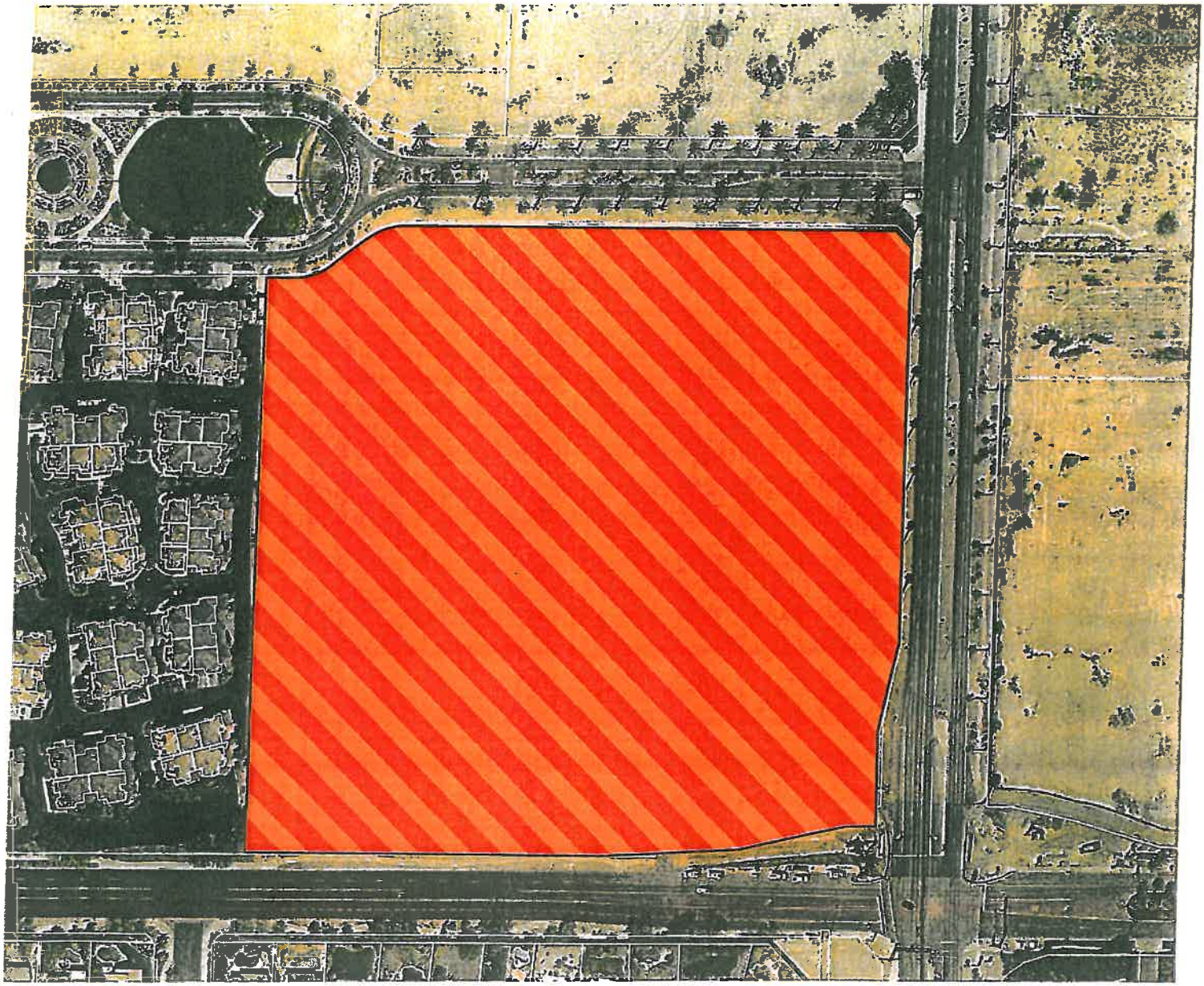
_____
Mary Rose Evans, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
City Attorneys
By: Susan D. Goodwin

EXHIBIT A
GENERAL PLAN AMENDMENT – LAND USE MAP

· Minimum 75,000 sf Commercial floor area. Both Commercial and High Density Residential land uses permitted (8.1+ du/acre) with respective boundaries determined at the time of rezoning.



October 17, 2014

Wigwam Property

Litchfield Park, Arizona

Map of Proposed Change: Parcel B

GREEY|PICKETT

EXHIBIT B
GENERAL PLAN AMENDMENT – TEXT AMENDMENT

A new bullet under "Objectives" is added to read as follows:

Permit development of the land designated for Mixed Use (Commercial/Multi-Family) in a manner which takes into account the golf and resort nature of the community. The vision for this designation is an integrated residential and retail development. Small retail shops anchored by compatible uses, rather than single large anchor users, are preferred. Other elements of development that will further the vision for this designation include, but are not limited to, compatibility with the Village Center, residential uses adjacent to Village Parkway, vertical mixed uses, and uses reflective of the golf and resort existing uses. At least 75,000 square feet of commercial floor area must be included in the development. Commercial uses can be developed alone. If a residential use is developed, the residential use must be developed and constructed at the same time as the commercial uses or a later time. Notwithstanding this restriction on development of residential uses, a residential use adjacent to Village Parkway which is substantially similar to the residential use to the north of Village Parkway may be developed and constructed at any time. The overall development plan will integrate both the commercial and residential components into one overall mixed use.

CITY OF LITCHFIELD PARK COUNCIL COMMUNICATION	**Wigwam Resort Golf Course property.**

TO: HONORABLE THOMAS L. SCHOAF AND MEMBERS OF COUNCIL

FROM: JASON SANKS, PLANNING CONSULTANT

THROUGH: DARRYL H. CROSSMAN, CITY MANAGER

MEETING DATE: DECEMBER 17, 2014

SUBJECT: GPA14-03: 7.5 ACRE PROPERTY DIRECTLY NORTH OF THE WIGWAM RESORT ON THE GOLF COURSE PROPERTY

RECOMMENDED MOTION

1) ~~APPROVAL OF DA14-02, THE DRAFT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LITCHFIELD PARK AND WIGWAM JOINT VENTURE LP.~~

2) **APPROVAL OF GPA14-03 AND THE ASSOCIATED DRAFT GENERAL PLAN AMENDMENT RESOLUTION.**

BACKGROUND / DISCUSSION

Staff has prepared a report for the purpose of presenting to the Planning and Zoning Advisory Commission (PZ) and City Council the relevant documents pertaining to a development proposal on a portion of the Wigwam Blue and Gold Golf Courses. These documents include a General Plan Amendment Resolution. The report is intended to provide informational references to guide the consideration of the proposal in regards to its conformance with the goals and policies of the City's General Plan and Zoning Ordinance. As presented in prior Study Session meetings for both the PZ and City Council, points to consider in this evaluation should include the following:

- Planning (good land use principles)
- Financial impacts on the City of Litchfield Park (revenues/expenses)
- Engineering impacts (sewer, water, traffic, environmental)
- Economic Development impacts (sales tax generation)
- Schools, Luke Air Force Base

In an effort to study the requests in greater detail and to gather public comment on the applications, the City has made extensive efforts to consider all aspects of the development proposal. These include, but are not limited to, the following:

- Preparation and presentation of the Retail Market Feasibility Study
- Neighborhood Meetings hosted by the applicant
- Citizen Review Meetings hosted by the City of Litchfield Park

- Financial Impact Analysis prepared by the City's Finance Director
- Study Sessions with the PZ, City Council, and Design Review Board (DRB)
- Planning Commission hearing
- Multiple channels for public comment on the applications

OVERVIEW

The 7.5 acre property is located directly north of the Wigwam Resort, east of Red's Grille and comprised mostly of portions of the Blue and Gold Championship golf courses. JDM seeks to first secure the new General Plan land use designation to initiate the process of finding a developer who will design the resort condominium layout and file a rezoning case. Details of what would happen to the golf courses are unknown at this time. The current request is significantly smaller than the prior request for 18.5 acres of the golf courses that included the driving range. It is anticipated that the 11 acre reduction would be less impactful to the current course layout. A Development Agreement has been proposed to guide a future zoning application by setting forth the parties' agreements as to what issues must be satisfactorily addressed prior to consideration of a re-zoning ordinance.

GENERAL PLAN

The purpose of the City of Litchfield Park General Plan is to "identify community goals and designate the proposed general distribution, location and extent of such uses of land and other measures to satisfy the goals of this document. The goals shall be to maintain, improve and protect the highly desirable physical and social living environment of the City of Litchfield Park". Staff, in its evaluation of this proposed amendment, must keep this goal at the forefront of consideration when reviewing changes to the document and land use map.

This request was initially reviewed at a PZ Study Session on May 13, 2014. At that time, the proposed Resort designation was requested for 24.7 acres embedded within the Wigwam Golf Course directly north of the Wigwam Resort and east of Old Litchfield Road. After that, the proposal was revised down to 18.5 acres and the location moved to a portion of the Patriot (Blue) course, a portion of the 18th green of the Gold course, and the driving range. This request was subsequently reviewed at the August 12, 2014 PZ Study Session and September 16, 2014 City Council Study Session. On November 17, 2014, the applicant resubmitted tits revised proposal with a reduction in acreage down to 7.5 acres. JDM continues to seek a Resort designation on the Golf Course property to facilitate the development of 200 resort condominium rooms that will feature rentable units (by owners) to expand the room inventory of the resort during peak business periods (up to 400 possible additional rooms). JDM acknowledges that approximately 30% of the 400 possible rooms would likely be available to it as rentable units, so the realistic impact to available resort room inventory is about 120 additional rooms. JDM intends to partner with a multi-family developer and sell the resort condominium units to buyers who could subsequently rent rooms/units back to the Wigwam Resort. In order to be consistent with the General Plan Resort designation, the condominiums must have sufficient ties to the Wigwam Resort by providing rooms to the resort so a future development agreement would have to assure that. It is anticipated that the resort will have to redevelop a portion of its own property in conjunction with the proposed 7.5 acres to meet the demand for these 200 additional units.

Following the May 13th PZ Study Session, Staff met with the applicant in an effort to find solutions to expanding the Wigwam's room base while limiting the impact to the golf courses

and adjacent single-family homes. The intent was to first consider underutilized areas of the resort by proposed redevelopment of land already designated as Resort. A land planning exercise proposed by Staff included the redevelopment of the villas, tennis courts, and the area around Red's Grille to provide sufficient land area for additional rooms. In the three months following that exercise, the applicant decided that those exercises did not meet their development intent as JDM sought minimal cost in redeveloping its own property. The current proposal indicates more willingness to consider these options.

Staff is continuing to work with JDM to find the appropriate growth area on the resort and/or golf course to accommodate its anticipated growth. Concerns continue regarding the loss of portions of the historic golf courses that the community has come to identify with. Staff will continue to review impacts on view corridors of adjacent single-family homes. Old Litchfield Road would experience a large increase in traffic congestion which also impacts the walkability of the community in that area. At this time, it is unknown what impacts will be felt on both courses, however the proposed Development Agreement provides that these issues must be resolved prior to the City Council considering a re-zoning ordinance. A more detailed Development Agreement will accompany the re-zoning ordinance and set forth development requirements.

On November 24, 2014, PZ voted 4-3 in support of the GPA proposal. Commissioners cited a desire to see the Wigwam grow and indicated confidence in the ability for a future rezoning application and/or Development Agreement to mitigate impacts.

FINANCIAL IMPACT

Ben Ronquillo, The City's Finance Director, has completed a summary of the financial impact that this proposal will have on the City. His summary is as follows:

"This proposal does not request a change to any of the existing commercial parcels within the City. The fiscal impact of the residential development is deemed to be neutral because it is proposed to be a private/gated community. One-time construction related revenues are estimated to be about $1,800,000 for the residential/lock-off hotel room development (applicant's estimate). The applicant has provided an estimate of approximately $336,000 in ongoing annual revenues resulting from this proposed development. Staff has determined that this estimate is reasonable due to the fact that that it is a private development that includes a hotel room revenue component (lock-off hotel rooms). However, it is difficult to estimate the percentage of rooms (owned by others) which will be made available for use as hotel rooms."

REZONING AND DEVELOPMENT AGREEMENT

Under Arizona law, a future zoning application for the parcel would have to be consistent with and conform to the General Plan. No companion zoning case was filed with this General Plan Amendment as requested by Staff since December of 2013. A zoning application would have included site development details that would aid Staff, residents, and city leaders in determining specific impacts the development would have on the community's infrastructure, the resort, and surrounding neighborhoods. Due to the significantly greater intense use of the high density residential requested, Staff finds that these details are critical in its full evaluation of the proposal. However, in an effort to work with JDM in its expansion of the Wigwam Resort, Staff is receptive to the proposed Development Agreement that would establish the issues that must be resolved prior to the consideration of a re-zoning ordinance for the property.

LUKE AIR FORCE BASE

James Mitchell, Director of the Community Initiatives Team at Luke Air Force Base, provided input on this request through a letter dated October 28, 2014. He notes that the location of this property is "1.7 miles outside the 1988 JLUS 65 Ldn and 'high noise or accident potential zone' and is within the 'territory in the vicinity of a military airport'". He goes on to report that "the suggested Graduated Density Concept (GDC) at this distance from the 65 Ldn is a maximum of 6.0 dwellings per acre. With 18.5 acres and including approximately 200 acres of golf course, which is also owned by Wigwam, this development proposed density is .92 dwelling units per acre (200 units/218.5 acres). This request falls within the Luke AFB suggested GDC." Staff notes from this letter that Luke Air Force Base has no objection to the proposed development.

SCHOOLS

Dan Ensign, Director of Construction for the Litchfield Elementary School District, provided input on this request through a letter dated October 14, 2014. Mr. Ensign does not expect the 200 resort condominium units to generate any new students for the district.

CITIZEN REVIEW

Both the applicant and Staff have gone to extended lengths to provide the public with numerous opportunities to review and comment on this proposal. This includes a website comment portal, neighborhood meetings, citizen review meetings, and Study Sessions with both PZ and City Council. The public has utilized these venues and provided both verbal and written comments. Staff will be providing to both PZ and City Council (under separate cover) a summation and print out of all public correspondence that has been submitted.

Neighborhood opposition to this case has been present from the onset of the application. Concerns include loss of open space, increased traffic, building height, disruption and destruction of the historic golf courses, and so on. More recently neighbors have spoken out in support of JDM's effort to expand the Wigwam in the effort to make it a stronger resort. Staff certainly understands both sides of the argument and seeks to continue working with JDM for a compromise solution that may include some development on the golf course while redeveloping underutilized property within the resort itself. Staff recognizes that a strong Wigwam resort is good for the City of Litchfield Park.

SUMMARY

Staff finds that the proposed major General Plan Amendment has been evolving since its application and is currently less impactful than prior submittals. Staff seeks to work with JDM in its effort to expand the Wigwam Resort. The proposed Development Agreement sets forth agreements with respect to the issues that must be resolved. Therefore, Staff finds the proposal a reasonable compromise to preserving as much of the Golf Course as possible while allowing the Wigwam to expand its room base.

STAFF RECOMMENDATION

1) Staff recommends adoption of a resolution for DA14-02, approving the Development Agreement between the City of Litchfield Park and Wigwam Joint Venture LP.

2) Staff recommends approval of GPA14-03.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission voted 4-3 to approve GPA14-03. The draft Development Agreement was not presented to PZ at that time and therefore was not voted upon.

CC 120314

JDM Parcel C
General Plan

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, AMENDING THE LITCHFIELD PARK GENERAL PLAN LAND USE MAP FOR THE PROPERTY GENERALLY LOCATED EAST OF LITCHFIELD ROAD AND NORTH OF WIGWAM BOULEVARD BY CHANGING THE LAND USE DESIGNATION ON 7.5 ACRES OF THE WIGWAM BLUE AND GOLD GOLF COURSES FROM GOLF COURSE TO RESORT DESIGNATION; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, an application for a major General Plan amendment was filed with the City of Litchfield Park related to the property located east of Litchfield Road and north of Wigwam Boulevard; and

WHEREAS, a companion rezoning case was not filed with the application for a major General Plan amendment and the City Council is therefore not able to ascertain the impacts of the major General Plan amendment on the community and other land uses in the community; and

WHEREAS, the owner of the property and the City acknowledge that important issues related to the impacts of the proposed major General Plan amendment must be addressed prior to consideration by the City Council of a rezoning ordinance; and

WHEREAS, the City has solicited and received public input regarding the proposed major General Plan amendment through notice and public hearings as required by A.R.S. Section 9-461.06; and

WHEREAS, the Common Council of the City has received a recommendation from the City Planning and Zoning Advisory Commission regarding the proposed land use map change;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Litchfield Park, Arizona, that the Land Use Map of the General Plan of the City of Litchfield Park, Arizona, is hereby amended for the property generally located east of Litchfield Road and north of Wigwam Boulevard on 7.5 acres of the Wigwam Blue and Gold Golf Courses from Golf Course to Resort all as shown on Exhibit A, which is attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA THIS _____ DAY OF _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
City Attorneys
By: Susan D. Goodwin

EXHIBIT A
GENERAL PLAN AMENDMENT

Resort
7.5 Acres

Wigwam Property

Litchfield Park, Arizona

Map of Proposed Change: Parcel C

Exhibit A

November 17, 2014

0 200 400
SCALE: 1" = 200'

GREEY PICKETT

CITY OF LITCHFIELD PARK COUNCIL COMMUNICATION	Zoning Code Amendment Agritourism Zoning District

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JASON SANKS, PLANNING CONSULTANT

THROUGH: DARRYL H. CROSSMAN, CITY MANAGER

MEETING DATE: DECEMBER 17, 2014

SUBJECT: ZONING CODE TEXT AMENDMENT REGARDING AGRITOURISM ZONING DISTRICT

RECOMMENDED MOTION

APPROVAL OF THE AGRITOURISM ZONING DISTRICT.

BACKGROUND / DISCUSSION

The request for a major General Plan amendment at the northwest corner of Camelback and Litchfield Roads has established the need for a new zoning district to accommodate a proposed agritourism facility. The concept of agritourism has been growing in popularity in the United States over the last 15 years as healthy eating trends and the desire for locally grown and processed foods has become an interest to many people. Agritourism can be defined as a commercial and educational enterprise, which may include some product processing, that allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy rural activities, including farming, historic, cultural, harvest-your-own activities, or natural activities and attractions. The current General Plan is being amended to accommodate the land use under the existing Mixed Use Public Facility/Residential designation (to add Agritourism). Additionally, this new proposed zoning district will accommodate a range of uses not currently identified in the Use Matrix within the Zoning Ordinance.

AGRITOURISM (AT)

The setbacks and signage of the new AT zoning district were primarily derived from the Community Commercial (CS) zoning district. Staff anticipates that there will be a range of retail and service uses associated with the facility that are similar to the CS district and therefore should subsequently be buffered from different land uses and arterial streets. However, special provisions for lot coverage have been provided considering agricultural production can have unique needs for shade cover, green houses, etc… in the desert climate.

Several uses have been listed as permitted, subject to a Use Permit. Staff finds that these uses have unique characteristics that may have potentially negative impacts on adjacent property owners. The Use Permit process will afford the City an opportunity to review in greater detail what those impacts are and perhaps impose restrictions to the extent necessary to mitigate them. For example, a Use Permit is required for “Outdoor music and/or video broadcasts”. The noise and light associated with this use could be a nuisance to surrounding neighborhoods. An example restriction that could be

imposed through a Use Permit would be a limitation on how late the music is allowed to be played. Any number of events could involve outdoor music, such as a wedding or festival.

Staff is proposing a new definition to the Zoning Ordinance for “Unlisted Uses” as the proposed Agritourism concept may present uses not currently considered at this time but appropriate for the district. This definition will provide some flexibility, through the Zoning Administrator, to accommodate new and substantially similar uses to those already listed. This provision will provide the same flexibility to other zoning districts as well. Other new definitions include “agritainment” and “winery/distillery/brewery”.

Staff understands through discussions with Sun Health that they are working with the owners of the Queen Creek Olive Mill for a possible second location on this site. The Queen Creek location features an olive tree farm, mill, marketplace, eatery, “olive spa”, tours, catering, and event hosting. The La Loma property offers a unique opportunity for another mill with its unique topography, historic nearby home, and excellent access and proximity to the Wigwam Resort to further enrich the experience of visitors. Integration of the facility into the Sun Health project will add a significant amenity for onsite residents.

FINANCIAL IMPACT

The construction and commercial activities are expected to generate both Construction and Sales Tax Revenues for the City of Litchfield Park. The exact amounts are unknown at this time.

STAFF RECOMMENDATION

Staff recommends approval of the Agritourism Zoning District.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission voted unanimously to approve the Agritourism Zoning District.

CC 121714

CITY OF LITCHFIELD PARK
ORDINANCE NO. 14-____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, AMENDING THE ZONGING CODE OF THE CITY OF LITCHFILED PARK BY AMENDING SECTION 2 DEFINITIONS, SUBSECTION 2.04 DEFINITIONS TO ADD NEW DEFINITIONS; BY ADDING NEW SECTION 27A AGRITOURISM DISTRICT RELATED TO PERMITTED USES AND REGULATIONS FOR PROPERTY ZONED AGRITOURISM IN THE CITY; BY AMENDING SECTION 28 ZONING MATRIX/DISTRICT REQUIREMENTS SUMMARY TO ADD AGRITOURISM DISTRICTS AND USE USES PERMITTED THEREIN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, the City of Litchfield Park seeks to provide for the public health, safety and general welfare of the city and to provide for open spaces, the preservation of preserve the natural beauty and topography of the city, and appropriate development with regard to these natural features; and

WHEREAS, the City Council has determined that the addition of Agritourism Districts in the City will further the goals of the General Plan, provide for a more diverse economic base and enhance the lifestyle of the City for the benefit of its residents.

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Litchfield Park, Arizona, as follows:

Section I. In General.

The Zoning Code of the City of Litchfield Park, Section 2 Definitions, Subsection 2.04 Definitions is hereby amended to add the following new definitions to read as follows (additions shown in ALL CAPS, deletions shown in ~~strikeout~~):

* * *

AGRITAINMENT FARM-BASED ENTERTAINMENT INCLUDING ACTIVITIES SUCH AS HAYRIDES, WINE TASTING, CORNFIELD-MAZE CONTESTS, HARVEST FESTIVALS, U-PICK, TOURS, ON-FARM

CLASSES, FAIRS, FESTIVALS, PUMPKIN PATCHES, COMMUNITY GARDEN, CHRISTMAS TREE FARMS, SOCIAL/CORPORATE EVENTS, ORCHARD DINNERS, YOUTH CAMPS, AND BARN DANCES. AGRITAINMENT MAY INCLUDE FARMING, GROWING, AND CROP-HARVESTING ACTIVITIES.

AGRITOURISM A COMMERCIAL AND EDUCATIONAL ENTERPRISE, WHICH MAY INCLUDE SOME PRODUCT PROCESSING, THAT ALLOWS MEMBERS OF THE GENERAL PUBLIC, FOR RECREATIONAL, ENTERTAINMENT, OR EDUCATIONAL PURPOSES, TO VIEW OR ENJOY RURAL ACTIVITIES, INCLUDING FARMING, HISTORIC, CULTURAL, HARVEST-YOUR-OWN ACTIVITIES, OR NATURAL ACTIVITIES AND ATTRACTIONS.

* * *

UNLISTED USES. USES ARE LISTED IN SECTION 28 ZONING MATRIX/DISTRICT REQUIREMENTS SUMMARY. IF A PROPOSED USE IS NOT LISTED IN SECTION 28, THE ZONING ADMINISTRATOR SHALL DETERMINE IF THE PROPOSED USE IS SUBSTANTIALLY SIMILAR TO A PERMITTED USE; IN THAT EVENT, THE ZONING ADMINISTRATOR SHALL ASSIGN THE PROPOSED USE TO A PERMITTED USE DEFINITION.

* * *

WINERY/DISTILLERY A PLACE WHERE WINE OR LIQUOR IS MANUFACTURED.

The Zoning Code of the City of Litchfield Park is amended to add new Section 27A Agritourism (AT) District to read as follows (additions shown in ALL CAPS, deletions shown in ~~strikeout~~):

SECTION 27A
AGRITOURISM (AT) DISTRICT

27A.01 LAND USE DEFINITION

AGRITOURISM: THIS CATEGORY PROVIDES AREAS FOR AGRITOURISM USES THAT ENCOMPASS MULTIPLE COMMERCIAL AND AGRICULTURAL ENTERPRISES AT ONE LOCATION CONSISTENT WITH THE PROTECTION OF ADJACENT RESIDENTIAL USES.

PERMITTED USES IN THIS DISTRICT INCLUDE CROP GROWING, HARVESTING, FARMERS MARKETS, FARM STANDS, GENERAL RETAIL AND SERVICES, PLANT NURSERIES, U-PICK, TOURS, ON-FARM CLASSES, FAIRS, FESTIVALS, PUMPKIN PATCHES, CHRISTMAS TREE FARMS, SOCIAL/CORPORATE EVENTS, ORCHARD DINNERS, YOUTH CAMPS, BARN DANCES, RESTAURANTS, BARN DANCES, WINERY, MICRO-BREWERY, HEALTH SPA, AND COMMUNITY GARDEN TO THE EXTENT SUCH USES FURTHER THE AGRITOURISM USE..

ACCESSORY USES, TEMPORARY USES, FARM STAYS, BED AND BREAKFASTS, HOTELS, OUTDOOR MUSIC, VIDEO BROADCASTING, BEE-KEEPING, AND PROCESSING/MILLING/DISTILLING REQUIRE A USE PERMIT.

27A.02 USE REGULATIONS

A BUILDING OR PREMISES SHALL BE USED ONLY FOR THE PURPOSES AS SET FORTH IN THE CITY OF LITCHFIELD PARK ZONING MATRIX (SECTION 28).

27A.03 PROPERTY DEVELOPMENT STANDARDS

A. LOT AREA

EACH LOT SHALL HAVE A MINIMUM AREA OF 5 ACRES.

B. LOT WIDTH

EACH LOT SHALL HAVE A MINIMUM WIDTH OF 150 FEET.

C. LOT COVERAGE

THE MAXIMUM LOT COVERAGE SHALL BE 25 PERCENT OF THE LOT AREA. SHADE STRUCTURES RELATED TO GROWING AND AGRICULTURAL PRODUCTION MAY COVER AN ADDITIONAL 15 PERCENT OF THE LOT FOR A TOTAL ALLOWED LOT COVERAGE OF 40 PERCENT OF THE LOT AREA.

D. BUFFERS

BUFFER YARDS, CONSISTING AT A MINIMUM OF LANDSCAPING FOR THE REQUIRED SETBACK DISTANCE, INCLUDING PATHWAYS AS APPROPRIATE, AS APPROVED BY THE DESIGN REVIEW BOARD, SHALL BE PROVIDED BETWEEN DISSIMILAR USES OR OTHER DISTRICTS.

E. SITE PLAN REVIEW

DEVELOPMENT PLANS SHALL BE SUBMITTED FOR APPROVAL BY THE DESIGN REVIEW BOARD IN ACCORDANCE WITH THE PROVISIONS OF SECTION 37 OF THIS CODE.

27A.04 HEIGHT REGULATIONS

THE HEIGHT OF THE BUILDINGS SHALL NOT EXCEED FORTY FEET ABOVE GRADE NOR TWO STORIES.

27A.05 SETBACK REGULATIONS

A. FRONT YARD

1. THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NOT LESS THAN FIFTY FEET UNLESS APPROVED AS PART OF A DEVELOPMENT PLAN.

2. WHERE A LOT IS LOCATED AT THE INTERSECTION OF TWO OR MORE STREETS, THERE SHALL BE A YARD CONFORMING TO THE FRONT YARD REQUIREMENTS ON EACH STREET SIDE OF A CORNER LOT. NO ACCESSORY BUILDING SHALL PROJECT INTO YARDS REQUIRED TO CONFORM WITH THE FRONT YARD REQUIREMENTS.

B. SIDE YARD

NONE REQUIRED, EXCEPT THAT:

1. WHERE A LOT IS ADJACENT TO A RESIDENTIAL ZONING DISTRICT THERE SHALL BE A SIDE YARD ON THE SIDE OF THE

LOT ADJACENT TO SUCH RESIDENTIAL ZONING DISTRICT HAVING A WIDTH OF NOT LESS THAN THIRTY FEET BUT AT LEAST EQUAL TO ONE FOOT OF SETBACK FOR EACH ONE FOOT OF VERTICAL HEIGHT OF THE PRINCIPAL BUILDING.

2. WHERE A LOT ABUTS TWO STREETS THERE SHALL BE A SIDE YARD ON THE STREET SIDE OF SUCH CORNER LOT HAVING A WIDTH NOT LESS THAN FIFTY FEET.

3. IF A SIDE YARD IS OTHERWISE PROVIDED IT SHALL HAVE A WIDTH OF NOT LESS THAN FIFTY FEET.

C. REAR YARD

NONE REQUIRED, EXCEPT THAT:

1. WHERE A LOT ABUTS A RESIDENTIAL ZONING DISTRICT WHETHER OR NOT SEPARATED BY AN ALLEY, THERE SHALL BE A REAR YARD HAVING A DEPTH OF AT LEAST THIRTY FEET BUT NOT LESS THAN ONE FOOT OF SETBACK FOR EACH ONE FOOT OF VERTICAL HEIGHT OF THE PRINCIPAL BUILDING.

2. WHERE A LOT ABUTS TWO STREETS THERE SHALL BE A SIDE YARD ON THE STREET SIDE OF SUCH CORNER LOT HAVING A WIDTH NOT LESS THAN FIFTY FEET.

27A.06 ADDITIONAL REGULATIONS

A. AN APPLICATION FOR AN AGRITOURISM DISTRICT SHALL INCLUDE A MASTER DEVELOPMENT PLAN SHOWING THE PROPOSED LOCATIONS OF THE PERMITTED AGRITOURISM USES AND THE GENERAL SEQUENCE OF PROPOSED DEVELOPMENT. THE MASTER DEVELOPMENT PLAN SHALL BECOME PART OF THE APPROVED RE-ZONING ORDINANCE. THE COUNCIL MAY REQUIRE THAT A DEVELOPMENT AGREEMENT PURSUANT TO ARS SECTION 9-500.05 BE PROCESSED AND APPROVED CONCURRENTLY WITH THE APPROVAL OF THE AGRITOURISM DISTRICT.

B. ANY SITE PLAN APPROVED PURSUANT TO SECTION 37 OF THIS ZONING CODE OR MINOR LAND DIVISION OR PRELIMINARY PLAT APPROVAL PURSUANT TO CHAPTER 14 OF THE CITY CODE SHALL BE CONSISTENT WITH THE MASTER DEVELOPMENT PLAN APPROVED AS PART OF THE ORDINANCE ESTABLISHING THE AGRITOURISM DISTRICT.

C. DEVELOPMENT OF THE PARCEL REQUIRES REVIEW AND APPROVAL OF THE DESIGN REVIEW BOARD IN ACCORDANCE WITH SECTION 39 OF THIS ZONING CODE.

D. ANY EXTERIOR LIGHTING SHALL BE DIRECTED DOWNWARD AND AWAY FROM ADJACENT PROPERTY IN ACCORDANCE WITH THE CITY CODE AND THIS ZONING CODE. SEE SECTION 31.15.

E. PROVISION OF ON-SITE STORMWATER RETENTION/DRAINAGE AND OFF-SITE STORMWATER DRAINAGE BOTH ENTERING AND LEAVING THE PROPERTY SHALL BE AS REQUIRED BY THE CITY AND THE MARICOPA COUNTY FLOOD CONTROL DISTRICT, THE PROCEDURES FOR WHICH SHALL BE APPROVED BY THE COUNCIL.

F. PROPERTY SIGNAGE SHALL CONFORM WITH COMMERCIAL ZONING DISTRICT SIGNAGE STANDARDS AS DESCRIBED IN SECTION 35 OF THE ZONING CODE.

G. ALL REQUIREMENTS OF THE MARICOPA COUNTY HEALTH DEPARTMENT, THE ARIZONA DEPARTMENT OF HEALTH SERVICES AND OTHER APPLICABLE LAWS SHALL BE COMPLIED WITH.

H. THE PROCESSING, MILLING, OR DISTILLING LOCATIONS OF AGRICULTURAL PRODUCTS MUST BE SHOWN ON A PROJECT SITE PLAN AND ARE SUBJECT TO USE PERMIT APPROVAL. ANY ASSOCIATED NOISE, SMELL, SMOKE, LIGHT OR OTHER POTENTIAL NEGATIVE IMPACTS ON ADJACENT PROPERTIES MUST BE IDENTIFIED. GREATER SETBACKS THAN BASED DISTRICT

STANDARDS MAY BE IMPOSED ON THE LOCATION OF THESE FACILITIES.

I. TOUR AND CHARTER BUS ACCESS AND STAGING AREAS SHALL BE SHOWN ON THE PROJECT SITE PLAN. BUSES MAY ONLY IDLE FOR 15 MINUTES BEFORE AND AFTER PASSENGER DROP OFF.

J. OUTDOOR MUSIC OR VIDEO BROADCASTS ARE SUBJECT TO USE PERMIT APPROVAL.

K. SPECIAL EVENTS REQUIRE A SPECIAL EVENT PERMIT PURSUANT TO CHAPTER 19 OF THE CITY CODE.

The Zoning Code of the City of Litchfield Park, Section 28 Zoning Matrix/District Requirements Summary is amended to add uses permitted in an Agritourism (AT) District as follows (additions shown in ALL CAPS, deletions shown in ~~strikeout~~):

The Zoning Matrix shall be updated with the new zoning district Agritourism (AT), with the following permitted uses:

AGRITAINMENT
BAR, TAVERN, COCKTAIL LOUNGE
CHILD CARE CENTERS (L)
CHURCHES
COMMERCIAL RECREATION
COMMUNITY FACILITIES
CONTINUUM OF CARE FACILITY
FARMERS MARKET, OUTDOOR
HOTEL/MOTEL (U)
OFFICES, PROFESSIONAL/BUSINESS
PLANT NURSERIES, GREENHOUSE, COMMERCIAL
RESIDENTIAL, CLUSTER (U)
RESIDENTIAL CONDOMINIUM PROJECTS (U)
RESTAURANTS
RETAIL
RETAIL AND SERVICES, GENERAL
TEMPORARY USES (U)
WINERY/DISTILLERY (U)
WIRELESS COMMUNICATION FACILITIES (W)

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section III. Providing for Severability.

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

Section IV. Providing for Penalties.

Any person found in violation of any provision of this Ordinance shall be responsible for a civil violation, punishable by a fine as set forth in Article 1-8 of the City Code. Each day that a violation continues shall be a separate offense punishable as herein described.

PASSED AND ADOPTED by the Common Council of the City of Litchfield Park, Arizona, this _____ day of _____, 201_.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
City Attorneys
By Susan D. Goodwin

CITY OF LITCHFIELD PARK COUNCIL COMMUNICATION	NWC of Camelback and Litchfield Roads

TO: HONORABLE THOMAS L. SCHOAF AND MEMBERS OF COUNCIL

FROM: JASON SANKS, PLANNING CONSULTANT

THROUGH: DARRYL H. CROSSMAN, CITY MANAGER

MEETING DATE: DECEMBER 17, 2014

SUBJECT: GPA14-05 ZA14-03: DEVELOPMENT OF THE 65 ACRE PROPERTY AT THE NORTHWEST CORNER OF LITCHFIELD AND CAMELBACK ROADS.

RECOMMENDED MOTIONS

1) **APPROVAL OF GPA14-05 AND THE ASSOCIATED DRAFT GENERAL PLAN AMENDMENT RESOLUTION.**

2) **CONTINUANCE OF ZA14-03 AND THE ASSOCIATED DRAFT ZONING ORDINANCE.**

BACKGROUND / DISCUSSION

Staff has prepared a report for the purpose of presenting to the Planning and Zoning Advisory Commission (PZ) and City Council the relevant documents pertaining to a development proposal at the northwest corner of Litchfield Road and Village Parkway. These documents include a General Plan Amendment Resolution and Zoning Ordinance. The report is intended to provide informational references to guide the consideration of the proposal in regards to its conformance with the goals and policies of the City's General Plan and Zoning Ordinance. As presented in prior Study Session meetings for both the PZ and City Council, points to consider in this evaluation should include the following:

- Planning (good land use principles)
- Financial impacts on the City of Litchfield Park (revenues/expenses)
- Engineering impacts (sewer, water, traffic, environmental)
- Economic Development impacts (sales tax generation)
- Schools, Luke Air Force Base

In an effort to study the requests in greater detail and to gather public comment on the applications, the City has made extensive efforts to consider all aspects of the development proposal. These include, but are not limited to, the following:

- Preparation and presentation of the Retail Market Feasibility Study
- Neighborhood Meetings hosted by the applicant
- Citizen Review Meetings hosted by the City of Litchfield Park

- Financial Impact Analysis prepared by the City's Finance Director
- Study Sessions with the PZ, City Council, and Design Review Board (DRB)
- Planning Commission hearing
- Multiple channels for public comment on the applications

OVERVIEW

This property was reviewed at the PZ Study Session on September 9, 2014 and prior to that on August 12, 2014. At that time, the Commission reviewed the proposed Commercial designation request on the 32 acres along Camelback Road and the 28 acres of Agritourism related uses along Litchfield Road. Staff explained to the Commission that Agritourism is not specifically identified in the General Plan, so the intention is to initiate a change in the designation of "Mixed Use Public Facility / Residential" land use designation to read "Mixed Use Public Facility / Residential / Agritourism". Also at the August 12, 2014 Study Session, the Commission reviewed the draft Agritourism zoning district which provides development standards and use restrictions that will guide the development. The applicant has provided a rezoning application for the commercial property and Agritourism facility. This application provides the conceptual site planning details needed to more closely evaluate both requests. It is important to note that nearly two-thirds of the property proposed for Neighborhood Commercial is already zoned Neighborhood Commercial and partially developed with medical offices.

The general intent for the development request, as outlined in the applicant's introduction, is to maintain consistency with their stewardship obligations of healthy living on the property that was gifted to them by the Denny family. Staff finds the proposed expansion of medical offices, accessory commercial uses, and infusion of Agritourism related uses to be consistent with this vision.

The applicant is seeking additional time to work out details related to the site plan. Since the site plan is related to the rezoning request, Staff supports a continuance to the March 10, 2015 PZ meeting. Both the applicant and Staff are supportive with moving forward on the GPA request at this time, as well as the draft Agritourism Zoning District. PZ concurred and followed Staff's recommendation to continue the zoning case at their November 24, 2014 meeting.

GENERAL PLAN

The purpose of the City of Litchfield Park General Plan is to "identify community goals and designate the proposed general distribution, location and extent of such uses of land and other measures to satisfy the goals of this document. The goals shall be to maintain, improve and protect the highly desirable physical and social living environment of the City of Litchfield Park". Staff, in its evaluation of this proposed amendment, must keep this goal at the forefront of consideration when reviewing changes to the document and land use map.

The proposed change in land use is considered a Major General Plan Amendment because of the request to re-designate land from "Mixed Use Public Facility / Residential" to Commercial and for the addition of the term "Agritourism" to the "Mixed Use Public Facility / Residential" designation. This requires the proposal to be heard at one public hearing at the same time as other Major General Plan Amendments filed in the calendar year and will require a two-thirds vote of the members of City Council to receive approval. The City Council may, at its

discretion, approve, deny, or continue the separate requests on an individual basis. However, the necessary order for which the documents should be approved, should the Council so move to, should be: 1) General Plan Amendment Resolution, and 2) Rezoning Ordinance.

Since Agritourism is not specifically identified in the General Plan, Staff has initiated a change to the existing designation of "Mixed Use Public Facility / Residential" land use designation to read "Mixed Use Public Facility / Residential / Agritourism". This will permit the newly created Agritourism zoning district.

Staff finds the expansion of the Commercial land use on the property to be appropriate so long as those commercial uses are intended to integrate and serve the La Loma campus. The companion zoning case includes a site layout and use restrictions to further this purpose. The development intent is not to allow a strip retail center, but rather a more integrated village or campus like environment for the residents at La Loma.

AGRITOURISM

Agritourism is a growing industry in the United States and several facilities around the Phoenix area are already operating. The trend towards healthier living, locally grown and less processed foods, has contributed to the interest in these types of facilities. Typical agritourism uses may include crop growing, harvesting, processing, farmers markets, farm stands, general retail and services, plant nurseries, U-pick, tours, on-farm classes, fairs, festivals, pumpkin patches, Christmas tree farms, social/corporate events, orchard dinners, youth camps, barn dances, restaurants, barn dances, winery, distillery, micro-brewery, health spa, and community garden to the extent such uses further the agritourism use. Staff finds that the incorporation of an agritourism facility on the Sun Health property will be an amenity to not only the residents onsite, but everyone in Litchfield Park and overall West Valley.

FINANCIAL IMPACT

Ben Ronquillo, The City's Finance Director, has completed a summary of the financial impact that this proposal will have on the City. His summary is as follows:

"The applicant is requesting a change in land use from mixed use to a combination of commercial and mixed use. This proposal increases the commercial use of the parcel. The applicant has submitted details for a proposed agritourist development that would be unique in the West Valley. This proposal is deemed by Staff to be a positive financial development for the City."

REZONING

The rezoning application includes a request to rezone the 65 acre property from Planned Development (PD) with underlying zoning districts of Public Facility (PF), Residential Estate (RE) and Neighborhood Commercial (NS) to Planned Development (PD) with underlying zoning districts of 27 acres of Agritourism (AT) and 38 acres of Neighborhood Commercial (NC). The Planned Development booklet also provides numerous exhibits related to site layout that are tied to the draft Zoning Ordinance.

The NC rezoning request includes use restrictions to complement the intended village development concept for the site. The original NC zoning approved on a portion of the subject

property was restricted under prior ordinance to medical offices only. The new list of permitted uses is not as restrictive as the prior approval and allows Sun Health to provide a greater mix of retail and services to its residents.

SITE PLAN - COMMERCIAL

The applicant's submittal of the rezoning request includes a very conceptual commercial site plan layout. The buildings are oriented in a curvilinear fashion, setback from Camelback Road by a narrow parking field which is duplicated on the north side of the buildings. A pedestrian area appears to have been provided between the building rows. The current layout does not resemble a typical commercial center, nor have typical commercial pads been proposed out closer to Camelback Road. Pad sites would typically indicate strip retail, bank, or fast food type uses. Staff, PZ and City Council have already indicated that standard strip retail development is not desired in this location. The applicant has also indicated this development pattern would not be their intent. The applicant contends that they want the flexibility of Neighborhood Commercial zoning so that accessory commercial uses would be permitted to support the overall La Loma Village concept and provide convenience retail and services to its residents and employees.

SITE PLAN - AGRITOURISM

The site plan for the Agritourism property is unique with a mix of uses as anticipated. The concentration of buildings and gathering areas is located on the northern portion of the site, near the historic Rancho La Loma property. Figure 7 of the zoning submittal outlines the numerous proposed uses for the property along with the conceptual site layout. Some uses will require a future Use Permit application, per the draft Agritourism zoning district. Most of the events would occur near the La Loma garden pond, with the conglomeration of buildings extending to the south and east along the proposed canal.

Staff met onsite with the owner of the Queen Creek Olive Mill on October 9, 2014, along with representatives of Sun Health, in a collaborative effort to improve aspects of the currently proposed plan. The intent was to brainstorm ways in which the project can more closely tie to the homestead property that is owned by the City. At this time, Staff is discussing opportunities to bring the Olive Mill building higher onto the site and shift it to the east to take advantage of better view corridors of the Valley while more closely relating it to the homestead. Strong considerations are being given to maintaining view corridors of the homestead from Camelback Road as well, so new building placement must respect that consideration. Mature landscaping, particularly the palm trees, should be respected. Revisions to the land plan may include consideration of a partial development of the City owned property, but the details of that proposal have not been fully vetted with Staff, City Council, and the City Attorney.

The applicant seeks to include a Planned Development overlay without specific relief from development standards, but rather establish an understanding for onsite/offsite improvements as regulated by the City's Subdivision Ordinance. The applicant finds that the rural character of the facility would be compromised by a strict enforcement of typical paving standards for walkways and parking areas. The intent is to minimize paving to the extent possible, therefore protecting the rural feel of the development. Staff is supportive of this request to the extent it does not generate any excessive dust and maintains handicap accessibility. The details of the development will occur through future site planning and Design Review applications.

Water and sewer services to the site are provided by Liberty Utilities. Per the neighborhood meeting discussion on September 2, 2014, Sun Health is actively seeking water service for the proposed agricultural growing operation. All drainage for on-site and off-site runoff will be provided onsite.

Access to the site will need to be coordinated with the proposed developers of the property on the northeast corner of Camelback and Litchfield Roads. Currently, KHOV homebuilders and Fry's grocery are looking to develop the near 80 acre piece of land. As recently as a few weeks ago, the various teams met with Woody Scoutten to discuss a coordinated effort to align driveway access points. It is important to note, however, that the location of the access drive from Litchfield Road as shown on the Applicant's current layout of the Agritourism uses will conflict with a driveway currently being planned for the Fry's site on the east side of Litchfield Road.

ELEVATIONS

Staff has expressed a concern to the applicant that any proposed buildings be in harmony with the La Loma homestead. The Queen Creek Olive Mill facility has somewhat more agrarian themes, such as shed-like buildings that are appropriate for their location in Queen Creek. However, in this location, Staff has conveyed that the property should be more "Napa" than "Midwest", and include stucco buildings with tile roofs, rough sawn timber accents, and appear more refined than a steel building. The owner of the Olive Mill has concurred that this is a critical aspect of development of this project. The entire project should develop in a way that closely relates to the homestead for a more "seamless" overall development. Architectural themes and site planning details will be reviewed more closely through a future Design Review Board application.

OPEN ISSUES

There are a few open issues associated with this development. They are as follows:

- Final details of arrangement with the City regarding use of a portion of City property
- Irrigation and water rights for the proposed crop growing/farming operation
- Final layout of the variety of proposed uses
- Final location of access points to Litchfield Road.

LUKE AIR FORCE BASE

James Mitchell, Director of the Community Initiatives Team at Luke Air Force Base, provided input on this request through a letter dated August 27, 2014. He notes that the location of this property is ".24 to .41 miles outside the 1988 JLUS 65 Ldn and 'high noise or accident potential zone' and is within the 'territory in the vicinity of a military airport'". Staff notes from this letter that Luke Air Force Base has no objection to the proposed development.

CITIZEN REVIEW

Both the applicant and Staff have [w1]provided the public with numerous opportunities to review and comment on this proposal. This includes a website comment portal, neighborhood meetings, citizen review meetings, and Study Sessions with both PZ and City Council. The

public has utilized these venues and provided both verbal and written comments. Staff will be providing to both PZ and City Council (under separate cover) a summation and print out of all public correspondence that has been submitted.

Public commentary on this application has been broadly supportive. Expansion of the Sun Health Campus is considered a benefit to the community and the introduction of the unique Agritourism project has generated excitement as a future recreational destination.

SUMMARY

Staff finds that the proposed expansion of commercial uses in a campus like setting will be a benefit to the La Loma Campus. The introduction of an Agritourism facility is an exciting new land use for the City and will be an amenity to La Loma residents as well as the public in general. Both applications are expected to have a positive financial impact for the City. Staff supports both the proposed draft GPA Resolution and Zoning Ordinance.

STAFF RECOMMENDATION

1) Staff recommends approval of GPA14-05.

2) Staff recommends continuance of ZA14-06 and the associated draft Zoning Ordinance.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission voted unanimously to approve GPA14-05 and to continue ZA14-05 to their March 10, 2015 meeting.

SunHealth
General Plan

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, AMENDING THE LITCHFIELD PARK GENERAL PLAN LAND USE MAP FOR THE PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF LITCHFIELD ROAD AND CAMELBACK ROAD BY CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 38 ACRES OF MIXED USE PUBLIC FACILITY / RESIDENTIAL TO COMMERCIAL; AND FURTHER AMENDING THE GENERAL PLAN OF THE CITY BY ADDING THE TERM "AGRITOURISM" TO "MIXED USE PUBLIC FACILITY / RESIDENTIAL" ON THE LAND USE MAP OF THE GENERAL PLAN; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, an application for a major General Plan amendment was filed with the City of Litchfield Park related to the property located at the northwest corner of Litchfield Road and Camelback Road; and

WHEREAS, the City has solicited and received public input regarding the proposed major General Plan amendment through notice and public hearings as required by A.R.S. Section 9-461.06; and

WHEREAS, the Common Council of the City has received a recommendation from the City Planning and Zoning Advisory Commission regarding the proposed land use map change and General Plan text amendment;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Litchfield Park, Arizona, that the Land Use Map of the General Plan of the City of Litchfield Park, Arizona, is hereby amended for the property generally located at the northwest corner of Litchfield Road and Village Parkway, changing the land use designation of 38 acres of Mixed Use Public Facility / Residential to Commercial; and amending the General Plan of the City by adding the term "Agritourism" to "Mixed Use Public Facility / Residential", all as shown on Exhibit A, which is attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA THIS _____ DAY OF _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
City Attorneys
By: Susan D. Goodwin

EXHIBIT A
GENERAL PLAN AMENDMENT

Major General Plan Amendment Request

La Loma Community

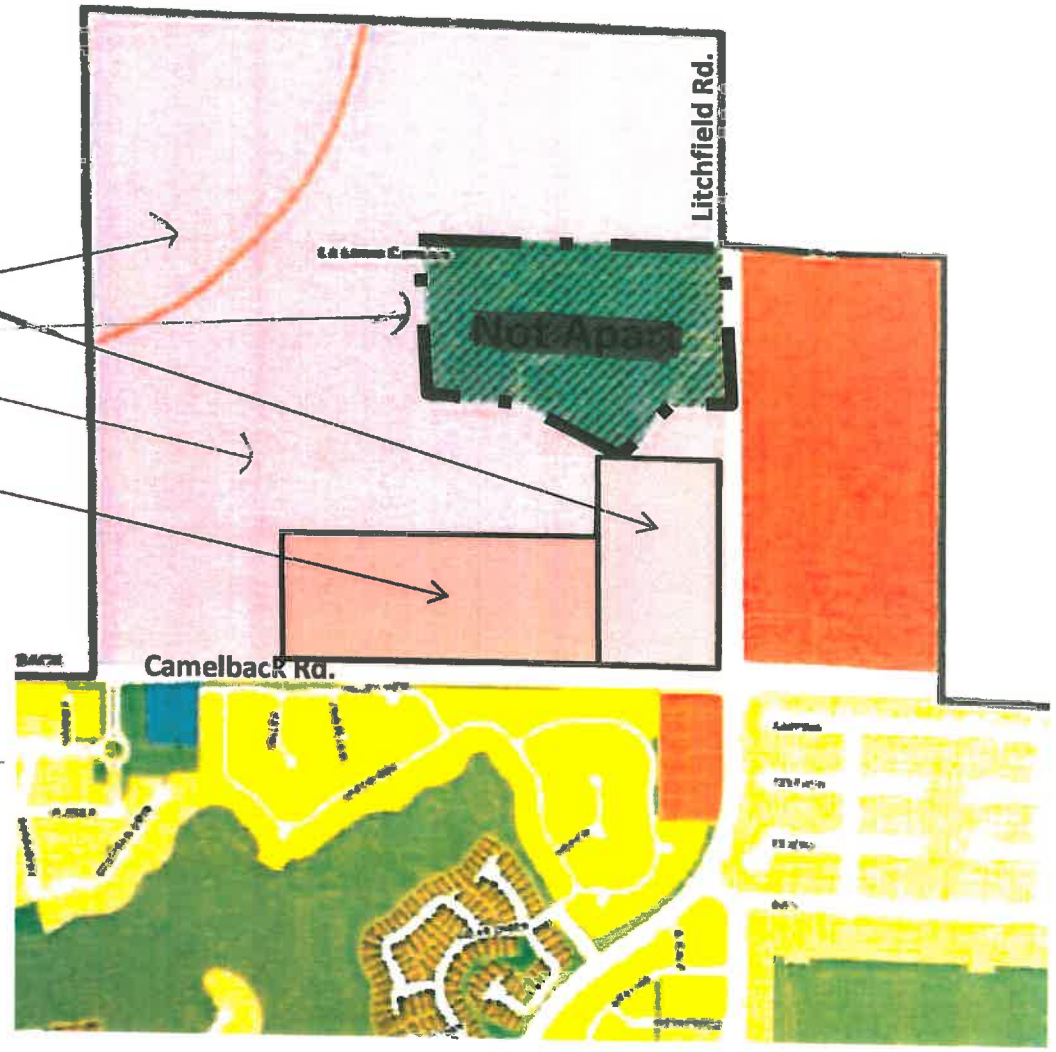
NWC Litchfield Rd. & Camelback Rd.

(+/- 65 gross acres)

Proposed

General Plan Land Use Map

- **Mixed Use (Residential/Public Facility/*Agritourism*);** [illegible] ac.
- **Commercial; Approx. 38 ac.**



Legend

- City Boundary
- Strip Annexation Area
- Village Center
- Non-Annexed Areas within Planning Area
- Litchfield Park Parcels
- Luke Air Force Base Munitions Blast Zone

Land Use Designations

- Very Low Density Residential (0 - 2 du/ac)
- Low Density Residential (2.1 - 4 du/ac)
- Village Center Specific Plan
- Medium Density Residential (4.1 - 8 du/ac)
- High Density Residential (8.1+ du/ac)
- Commercial
- Industrial
- Single Central Business District
- Public / Quasi-Public Facility
- Mixed Public / Open Space
- Parks / Open Space
- Golf Course
- Mixed Use (Residential / Public Facility/Agritourism)
- Resort

Earl, Curley & Lagarde, P.C.

Revised Sept. 2014

CITY OF LITCHFIELD PARK
ORDINANCE NO. 14-___

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, MARICOPA COUNTY, ARIZONA AMENDING THE ZONING CODE OF LITCHFIELD PARK, ARIZONA, BY AMENDING THE ZONING MAP OF THE CITY RELATED TO A PORTION OF THE PROPERTY INCLUDED IN ORDINANCE NO. 99-54, BY AMENDING ORDINANCE NO. 99-54 (AS AMENDED BY ORDINANCES NOS. 02-77 AND 08-139) RELATED TO THE PLANNED DEVELOPMENT LOCATED GENERALLY AT THE NORTHWEST CORNER OF LITCHFIELD ROAD AND CAMELBACK ROAD FROM PLANNED DEVELOPMENT (PD) WITH UNDERLYING ZONING DISTRICTS OF RESIDENTIAL ESTATE (RE), NEIGHBORHOOD COMMERCIAL (NC), AND PUBLIC FACILITIES (PF) TO PLANNED DEVELOPMENT (PD) WITH UNDERLYING ZONING DISTRICTS OF NEIGHBORHOOD COMMERCIAL (NC) AND AGRI-TOURISM (CS), AND BY AMENDING CONDITIONS OF DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, in 1999, the City Council of the City of Litchfield Park adopted Ordinance No. 99-54 rezoning approximately 330 acres ("Property") from Maricopa County Estate Lot (R1-43) to Planned Development (PD) with the underlying zoning districts of Residential Estate (RE) and Neighborhood Commercial (NC); and

WHEREAS, in 2002, the City Council adopted Ordinance No. 02-77 amending Ordinance No. 99-54 to modify the use restrictions on approximately 52 acres of the Property from Residential Estate (RE) to Public Facilities District (PF); and

WHEREAS, in 2008, the City Council adopted Ordinance No. 08-139 to add community facilities as a permitted use in the Neighborhood Commercial (NC) portion of the Property; and

WHEREAS, the owner of the Property has submitted an application (i) to rezone a portion of the Public Facilities District (PF) and the Neighborhood Commercial District (NC) Planned Development to Agritourism District with a Planned Development (PD) overlay, (ii) to rezone a portion of the Residential Estate District (RE) planned development to Neighborhood Commercial District (NC) with a Planned Development (PD) overlay; and (iii) to modify the development plan for a portion of the Neighborhood Commercial (NC) District; and

WHEREAS, the public notice and hearing requirements set forth in ARS § 962.04 and the Litchfield Park Zoning Code § 4.05 and § 4.06 have been met; and

WHEREAS, the City Council has considered the recommendation and

findings made by the Planning and Zoning Advisory Commission pursuant to ARS §9-462.04; and

WHEREAS, as required by the Litchfield Park Zoning Code § 26.04, the City Council determines that this modification to the Zoning Map conforms to the City of Litchfield Park General Plan, as amended, and will produce a living environment, landscape quality and lifestyle superior to that produced by existing standards;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Litchfield Park, Arizona, as follows:

Section 1. In General.

The Zoning Map of the City of Litchfield Park Arizona is hereby amended by amending Ordinance No. 99-54 (as amended by Ordinance No. 02-77 and Ordinance No. 08-139) as follows:

1. The real property shown on attached Exhibit A as Parcel A is hereby rezoned from Planned Development (PD) with an underlying zoning district of Residential Estate (RE) to Planned Development (PD) with an underlying zoning district of Neighborhood Commercial (NC). The development plan for the real property shown on attached Exhibit A as Parcel B is hereby modified as set forth on Exhibit B The real property shown on attached Exhibit A as Parcel C is hereby rezoned from Planned Development (PD) with underlying zoning districts of Public Facilities (PF), Residential Estate (RE) and Neighborhood Commercial (NC) to Agritourism District with a Planned Development (PD) overlay. That portion of the 52 acres rezoned by Ordinance No. 02-77 not included in Parcel C is not affected by this ordinance and shall be governed by the requirements of Ordinance No. 02-77.

2. The definitions applicable to this ordinance are as follows:

   a. "Development Plan" shall mean the plan attached to this ordinance as Exhibit B for Parcels A, B and C.

   b. "Project" shall mean the development of the property described in Exhibit A, B and C.

   c. "Developer" shall mean Sun Health Services and any successor to Sun Health Services.

3. Permitted Uses.

   a. Parcels A and B of the Project shall be developed in compliance with the City of Litchfield Park's zoning requirements for the Neighborhood Commercial zoning district, except as modified by this ordinance, and the

Development Plan. Parcel C of the Project shall be developed in compliance with the City of Litchfield Park's zoning requirements for the Agritourism zoning district, except as modified by this ordinance, and the Development Plan.

b. Uses permitted on Parcels A and B. The commercial uses permitted on Parcels A and B shall be compatible with and provide for the needs of persons residing in the continuum of care facilities existing now or to be developed in the future on property zoned Public Facilities north of Parcels A and B. Such uses do not include the prohibited uses listed on Exhibit B. Uses that require a use permit as set forth in the matrix in Section 28 of the Litchfield Park Zoning Code shall obtain a use permit prior to commencement of the use, except as such requirement is modified below:

1. Car rentals for La Loma Residents only shall be an accessory use to the continuum of care facility if there is no on-site display or pool of vehicles.

2. Restaurants and lounges where alcoholic beverages may be served shall be accessory uses to the continuum of care facility, including associated recreational amenity areas which allow residents to play bridge, card games, bingo, pool and similar activities.

3. Areas of worship shall be accessory uses to the continuum of care facility.

4. Civic clubs shall be accessory uses to the continuum of care facility.

5. Mini-storage for La Loma Residents only shall be an accessory use to the continuum of care facility,

c. Residential cluster uses shall be permitted with a use permit if the residential cluster use is associated with the La Loma development.

4. Development Requirements.

a. Protection of the Terrain. The design of future projects shall incorporate the existing topography and natural terrain of the site to minimize grading and lowering of the terrain.

b. Phasing Plan. Right-of-way dedications and construction of off-site improvements shall be in accordance with a City-approved phasing plan for the Project.

c. Right-of-Way Dedications. Developer shall dedicate additional right-of-way for Camelback Road to Maricopa County in accordance with the

requirements of Maricopa County, including additional right-of-way for a bus bay and right-turn lanes, for a total of up to 85 feet of right-of-way for the north half of Camelback Road including an adjacent 8-foot wide public utilities easement. Right-of-way dedication shall be pursuant to a City-approved plan for the ultimate widening of Camelback Road and in accordance with an approved phasing plan not later than the issuance of a construction permit for the next building on the Project, unless said right-of-way has been previously acquired by Maricopa County. Developer shall dedicate additional right-of-way for Litchfield Road to the City in accordance with the requirements of the City, including additional right-of-way for right-turn lanes, for a total of up to 65 feet of right-of-way for the west half of Litchfield Road including an adjacent 8-foot wide public utilities easement. Right-of-way dedication shall be pursuant to a City-approved plan for the ultimate widening of Litchfield Road and in accordance with an approved phasing plan not later than the issuance of a construction permit for the next building on the Project, unless said right-of-way has been previously acquired by the City.

d. Construction of Offsite Improvements. Construction of the off-site improvements for Camelback Road or Litchfield Road shall be completed in accordance with an approved phasing plan and City Engineer-approved construction plans prior to the issuance of an occupancy certificate for the next building to be constructed on the Project. In the case of Camelback Road, construction plans shall also be approved by Maricopa County prior to issuance of a permit for construction of off-site improvements. Litchfield Road improvements shall include paving, curb and gutter, sidewalks, drainage, landscaping, bus bay, and lighting, all in accordance with the City's requirements. If the east side of Litchfield Road has been constructed to its ultimate half-street width, Developer shall construct the raised, landscaped median to City requirements, including landscaping with palm trees and other plants to match the current landscaping palette for the existing median in other portions of Litchfield Road, and including an underground irrigation system with automatic controller, and the City shall reimburse Developer for half of the actual cost of the construction of such landscaped median. If the east side of Litchfield Road has not yet been widened, then the Developer shall pay to the City not later than issuance of the first construction permit for the Project one-half of the estimated cost of the raised, landscaped median per a City Engineer-approved cost estimate.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the entire ordinance shall be void and unenforceable.

Section IV. Providing for Penalties.

Any person found guilty of violating any provision of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed Two Thousand Five Hundred Dollars ($2,500) or by imprisonment for a period not to exceed six (6) months, or both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as herein described.

PASSED AND ADOPTED by the Common Council of the City of Litchfield Park, Arizona, this __th day of ___ , 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, CMC/AAE
City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
City Attorneys
By: Susan D. Goodwin, Esq.

EXHIBIT A

DEVELOPMENT PLAN FOR PARCELS A, B AND C

EXHIBIT B

USES PROHIBITED ON PARCELS A AND B

Except as provided in Section 3.b of the Ordinance, the following uses are prohibited:

Arcades, games and centers

Auto fueling and service stations

Bar, tavern, cocktail lounge

Billiard/pool hall

Car rentals

Equipment rental

Chemical storage requiring a material safety data sheet

Manufactured structures

Miniwarehouse

Hookah bar

Off-track betting establishments

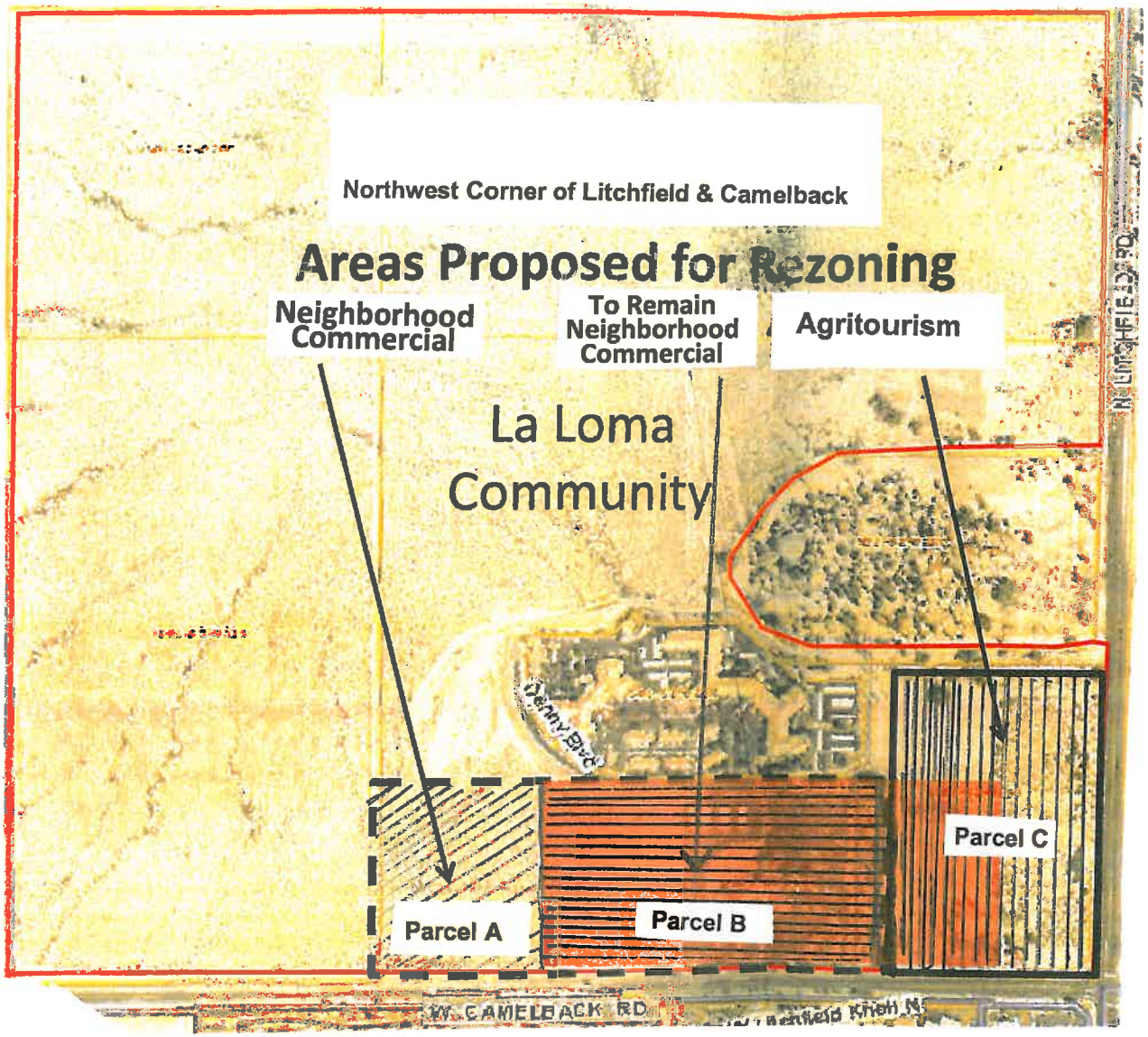
Supermarkets

Vehicle repair, business

Vehicle storage, business

EXHIBIT A

DEVELOPMENT PLAN FOR PARCELS A, B AND C



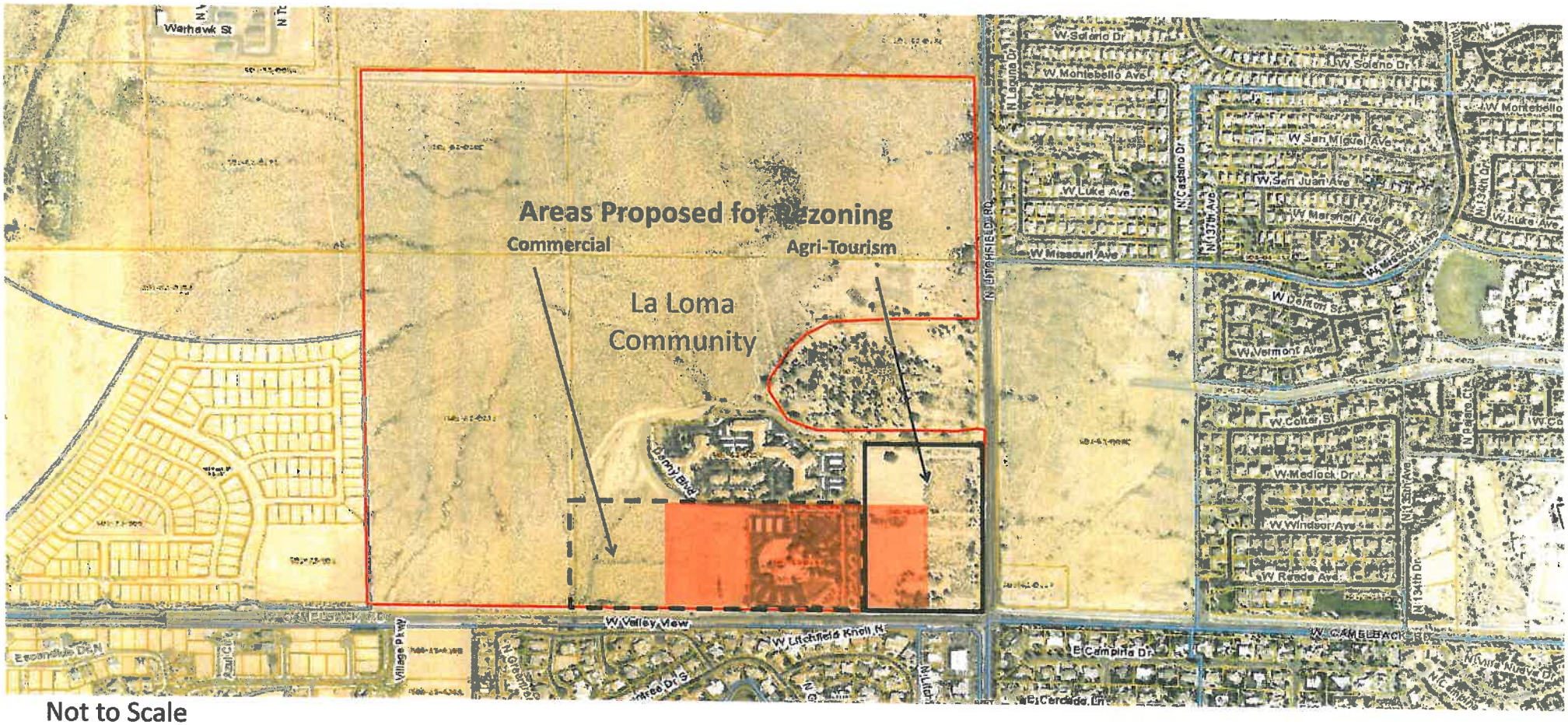
Rezoning Request

EXHIBIT B - DEVELOPOMENT PLAN

NWC Litchfield Rd. & Camelback Rd.
(+/- 65 gross acres)

La Loma Community

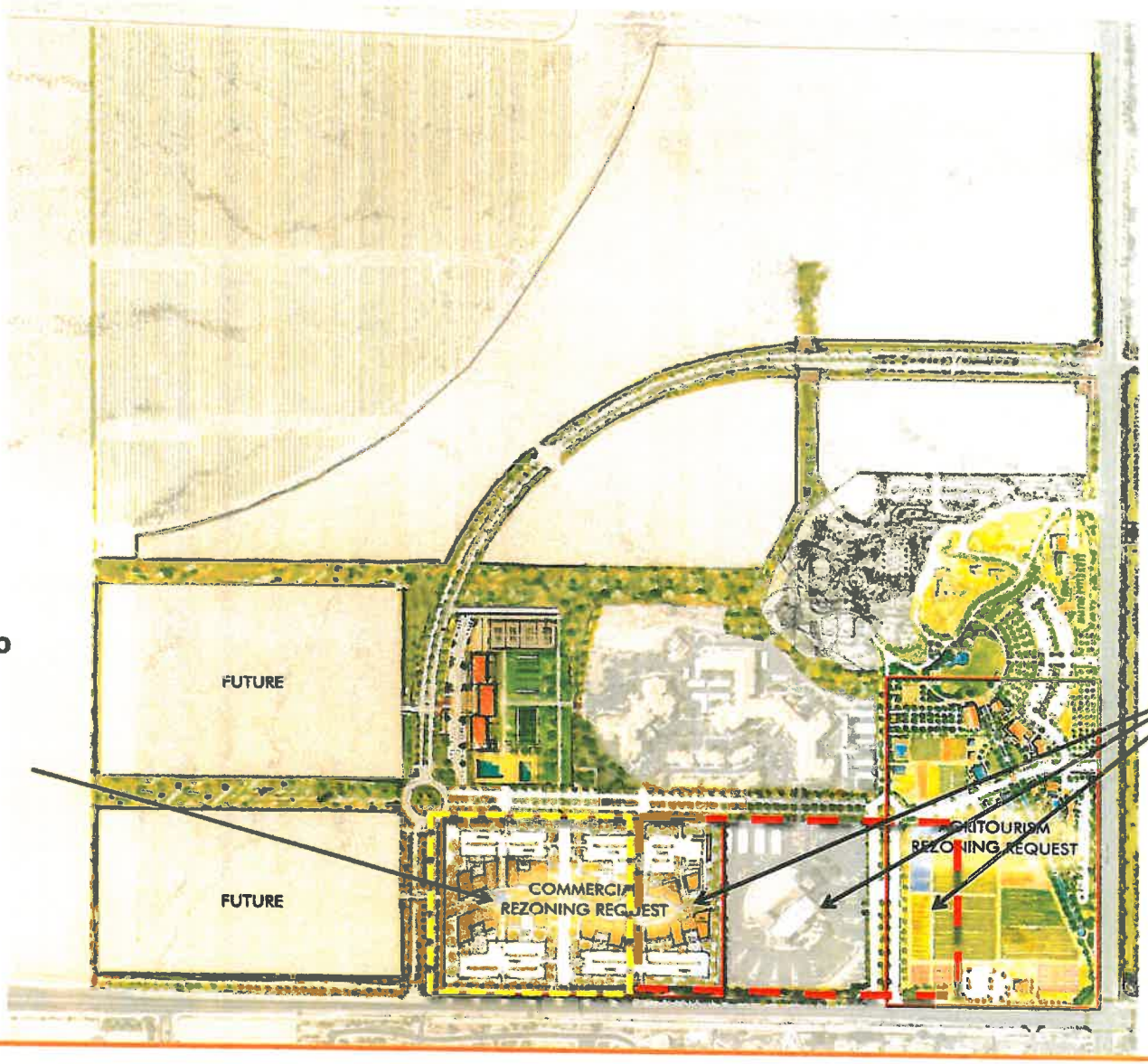
Site Location Map



Not to Scale

= Area in Red is Already Zoned Neighborhood Commercial but is limited to Medical Office Uses

Earl, Curley & Lagarde, P.C.
August 2014



New NC zoning to replace the NC zoning in the proposed Ari-Tourism area.

Area already zoned NC but limited to Medical Offices

La Loma

Litchfield Park, Arizona

Overall Illustrative Land Plan

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GREEY|PICKETT

June 20, 2011

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2.

PROJECT STATISTICS

Agri-Tourism 28 Acres Gross
Building Square Feet:
Lot Coverage:
Parking Required: TBD
Parking Proposed: TBD
Open Space:

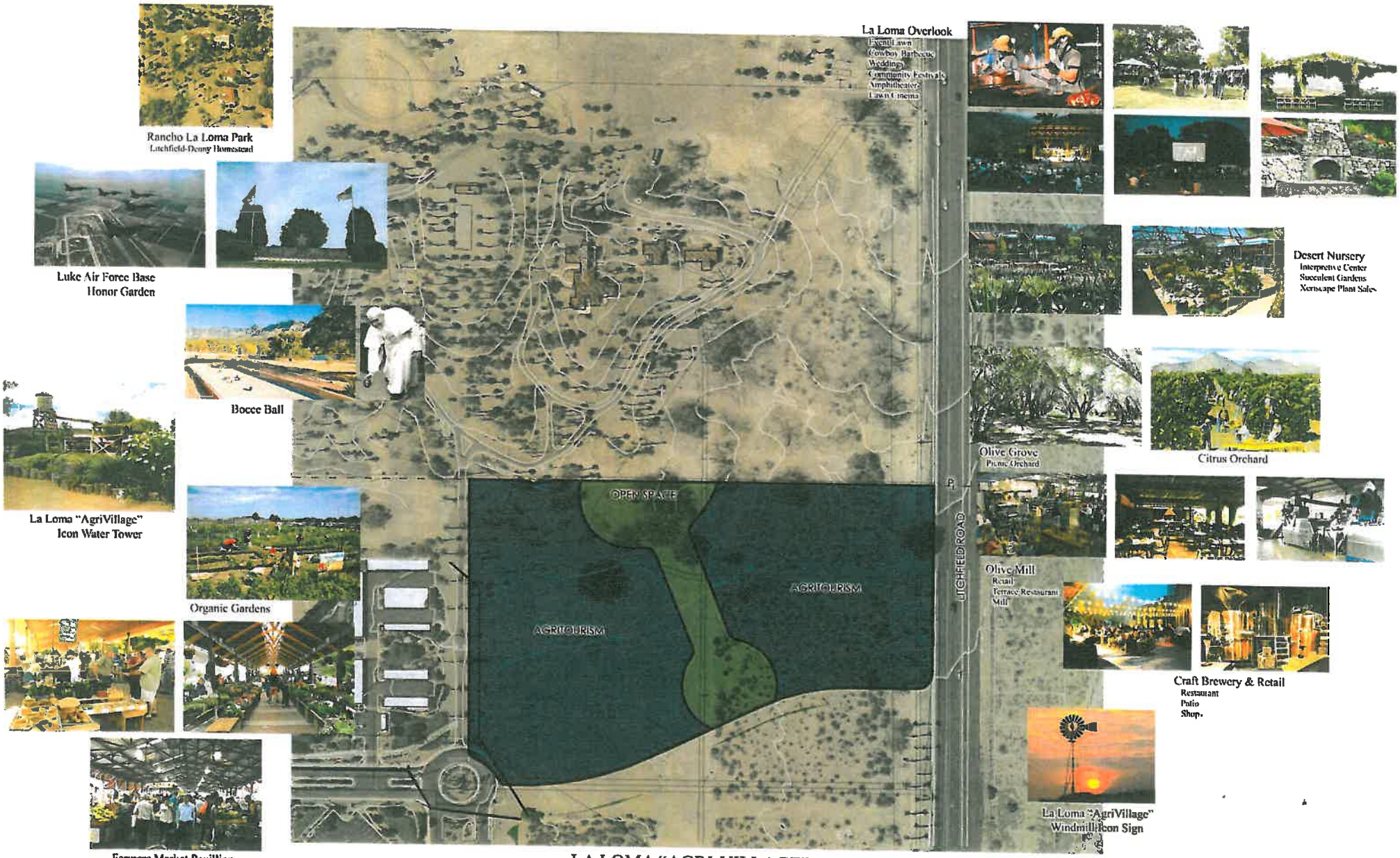
Medical / Commercial 32 Acres Gross
Building Square Feet:
Lot Coverage:
Parking Required: TBD
Parking Proposed: TBD
Open Space:

LA LOMA "AGRI-VILLAGE"

Overall Site Bubble Diagram

GREEY PICKETT

June 20 2014 1" = 150'-0"



LA LOMA "AGRI-VILLAGE"

North Site Bubble Diagram

GREEY PICKETT

June 20 2014 1" 150'-0"

4

La Loma Farm House & Barn
Sales & Visitor Center

Farm Water Holding Pond
Riparian Park

La Loma Farm
Vineyards
Flower Gardens
Christmas Tree Lot
Pumpkin Patch

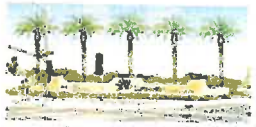
La Loma Campus
Main Entrance

La Loma "Hot Springs" Resort
Casitas, Lodge, Hot Springs Pool

Date Palm Allee
Edible Dates

Canal Promenade

Litchfield Park
Historical Society



La Loma District
Corner Sign

LA LOMA "AGRI-VILLAGE"
South Site Bubble Diagram

GRETTY PICKETT

June 20 2014 1" = 150'-0"

5.

LA LOMA "AGRI-VILLAGE"

Conceptual Layout

June 20 2014

6

Narrative:

The planting theme for the La Loma Agri-Village will take from the existing Litchfield Park plant palette. It will draw from the old Litchfield Park core with evergreen, ornamental and desert traditional planting. Trees will relate to the Town with the use of palms and citrus trees which are prevalent throughout Litchfield. The uniqueness of Litchfield will be kept intact continued throughout this project.

Litchfield Road will be an extension of existing palms starting at the Wigwam Resort and continuing north.

Any new planting or restoration work at the Denny residence will relate to the estate. No foreign plant material will be introduced.

PLANT MATERIALS LEGEND

Trees	
Acacia species	Acacia
Bauhinia species	Orchid
Brahea armata	Mexican Blue Palm
Caesalpinia species	Bird of Paradise
Chilopsis linearis	Desert Willow
Chitalpa tashkentensis	Chitalpa
Citrus species	Citrus
Cupressus sempervirens	Italian Cypress
Dalbergia sissoo	Sissoo Tree
Ebenopsis ebano	Texas Ebony
Fraxinus species	Ash
Jacaranda mimosifolia	Jacaranda
Olea europaea 'Swan Hill'	Swan Hill Olive
Parkinsonia species	Palo Verde
Phoenix dactylifera	Date Palm
Pistacia species	Pistache
Populus fremontii	Cottonwood
Prosopis species	Mesquite
Prunus cerasifera 'Atropurpurea'	Purple-leaf Plum
Pyrus species	Pear
Quercus species	Oak
Ulmus species	Elm
Washingtonia species	Palm

Shrubs	
Alyogyne huegii	Blue hibiscus
Bougainvillea species	Bougainvillea
Buxus microphylla japonica	Boxwood
Callistemon viminalis 'Little John'	Bottlebrush
Carissa grandiflora	Natal Plum
Citrus aurantium	Sour Orange
Dalea species	Dalea
Dodonea species	Hop Bush
Euonymus japonica	Evergreen Euonymus
Hemerocalis species	Daylily
Hibiscus rosa-sinensis	Hibiscus
Lavandula species	Lavender
Leucophyllum species	Sage
Myrtus species	Myrtle
Nerium species	Oleander
Nolina microcarpa	Bear Grass
Olea europaea 'Montra'	Little Ollie Dwarf Olive
Plumbago auriculata	Cape Plumbago
Rhapidolepis species	Rhapiolepis
Rosmarinus officinalis 'Tuscan Blue'	Upright Rosemary
Ruellia species	Ruellia
Tecoma species	Tecoma

Groundcovers	
Acaia redolens 'Low Boy'	Trailing Acacia
Aptenia cordifolia	Hearts and Flowers
Gazania species	Gazania
Glandularia species	Verbena
Lantana species	Lantana
Liriope muscari	Lily Turf
Lonicera japonica 'Halliana'	Hall's Honeysuckle
Melampodium species	Daisy
Myoporum species	Myoporum
Rosmarinus officinalis 'Prostratus'	Dwarf Rosemary
Setcreasea pallida	Purple Trailing Heart
Tecomaria capensis	Cape Honeysuckle
Teucrium chamaedrys	Germander
Trachelospermum asiaticum	Dwarf Star Jasmine
Vinca species	Vinca
Wedelia trilobata	Yellow Dot

Accents Cactus	
Agave species	Agave
Aloe species	Aloe
Carnegiea gigantea	Saguaro
Cereus peruvianus	Cereus
Chamaerops humulis	Mediterranean Fan Palm
Cycas revoluta	Sago Palm
Cylindropuntia species	Cholla
Dasylirion species	Desert Spoon
Dietes species	Lily
Echinocactus grusonii	Golden Barrel Cactus
Euphorbia species	Euphorbia
Ferocactus species	Barrel Cactus
Fouquieria splendens	Ocotillo
Hesperaloe species	Yucca
Juniperus chinensis 'Torulosa'	Twisted Juniper
Muhlenbergia species	Muhlenbergia
Osteospermum fruticosum	Trailing African Daisy
Pedilanthus species	Lady Slipper
Penstemon species	Penstemon
Phoenix roebelinii	Pygmy Date Palm
Rosa species	Rose
Stenocereus species	Cereus
Strelitzia reginae	African Bird of Paradise
Yucca species	Yucca
Zephyranthes candida	White Rain Lily

Vines	
Antigonon leptopus	Queen's Wreath
Bougainvillea species	Bougainvillea
Ficus pumila	Creeping Fig
Gelsemium sempervirens	Carolina Jasmine
Hardenbergia comptoniana	Lilac Vine
Mascagnia lilacina	Lilac Orchid Vine
Mascagnia macroptera	Butterfly Vine
Pandorea jasminoides	Bower Vine
Podranea ricasoliana	Pink Trumpet Vine
Pyracantha coccinea	Fire Thorn
Rosa banksiae	Lady Banks Rose
Trachelospermum jasminoides	Star Jasmine Vine
Vitus californica 'Roger's Red'	Roger's Red California Grape Vine

LA LOMA "AGRI-VILLAGE"
Landscape Diagram

CREELY PICKETT

June 20 2014 1" 200'-0"

N

7.

EXHIBIT C

USES PROHIBITED ON PARCELS A AND B

Except as provided in Section 3.b of the Ordinance, the following uses are prohibited:

Arcades, games and centers

Auto fueling and service stations

Bar, tavern, cocktail lounge

Billiard/pool hall

Car rentals

Equipment rental

Chemical storage requiring a material safety data sheet

Manufactured structures

Miniwarehouse

Hookah bar

Off-track betting establishments

Supermarkets

Vehicle repair, business

Vehicle storage, business

CITY OF LITCHFIELD PARK COUNCIL COMMUNICATION	NEC of Camelback and Litchfield Roads

TO: HONORABLE THOMAS L. SCHOAF AND MEMBERS OF COUNCIL

FROM: JASON SANKS, PLANNING CONSULTANT

THROUGH: DARRYL H. CROSSMAN, CITY MANAGER

MEETING DATE: DECEMBER 17, 2014

SUBJECT: GPA14-06 ZA14-01: REVIEW OF DEVELOPMENT OF THE 74 ACRE PROPERTY AT THE NORTHEAST CORNER OF LITCHFIELD AND CAMELBACK ROADS.

RECOMMENDED MOTIONS

1) **APPROVAL OF DA14-03, THE DRAFT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LITCHFIELD PARK AND REPSUN II, LLC (RESIDENTIAL PARCEL).**

2) **APPROVAL OF DA14-04, THE DRAFT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LITCHFIELD PARK AND REPSUN II, LLC (COMMERCIAL PARCEL).**

3) **APPROVAL OF GPA14-06.**

4) **APPROVAL OF ZA14-01 AND THE ASSOCIATED DRAFT ZONING ORDINANCE, SUBJECT TO THE CONDITIONS SET FORTH IN THE PROPOSED ZONING ORDINANCE.**

BACKGROUND / DISCUSSION

Staff has prepared a report for the purpose of presenting to the Planning and Zoning Advisory Commission (PZ) and City Council the relevant documents pertaining to a development proposal at the northwest corner of Litchfield Road and Village Parkway. These documents include two Development Agreements, General Plan Amendment Resolution, and Zoning Ordinance. The report is intended to provide informational references to guide the consideration of the proposal in regards to its conformance with the goals and policies of the City's General Plan and Zoning Ordinance. As presented in prior Study Session meetings for both the PZ and City Council, points to consider in this evaluation should include the following:

- Planning (good land use principles)
- Financial impacts on the City of Litchfield Park (revenues/expenses)
- Engineering impacts (sewer, water, traffic, environmental)
- Economic Development impacts (sales tax generation)
- Schools, Luke Air Force Base

In an effort to study the requests in greater detail and to gather public comment on the applications, the City has made extensive efforts to consider all aspects of the development proposal. These include, but are not limited to, the following:

- Preparation and presentation of the Retail Market Feasibility Study
- Neighborhood Meetings hosted by the applicant
- Citizen Review Meetings hosted by the City of Litchfield Park
- Financial Impact Analysis prepared by the City's Finance Director
- Study Sessions with the PZ, City Council, and Design Review Board (DRB)
- Planning Commission hearing
- Multiple channels for public comment on the applications

OVERVIEW

The residential portion of this project has been reduced in density and acreage (53 acres) since the initial submittal and the subsequent land use designation request has been changed to 2.1-4 dwelling units per acre, with 25 acres retained for commercial on the immediate NEC of Litchfield and Camelback Roads. The proposed unit count is now 121 units, resulting in a relatively low density of 2.3 DU/acre. The intended anchor for the 25 acre commercial development is a Fry's Marketplace grocery store. Additional uses on the conceptual site plan include a Fry's fueling facility, bank, drive-through restaurant, and strip retail.

GENERAL PLAN

The purpose of the City of Litchfield Park General Plan is to "identify community goals and designate the proposed general distribution, location and extent of such uses of land and other measures to satisfy the goals of this document. The goals shall be to maintain, improve and protect the highly desirable physical and social living environment of the City of Litchfield Park". Staff, in its evaluation of this proposed amendment, must keep this goal at the forefront of consideration when reviewing changes to the document and land use map.

The proposed change in land use is considered a Major General Plan Amendment because of the request to re-designate land from Commercial to Residential. This requires the proposal to be heard with all other Major General Plan Amendment applications at one public hearing in the calendar year. Approval requires a two-thirds vote of the members of City Council to receive approval. The City Council may, at its discretion, approve, deny, or continue the separate applications. However, if the Council moves forward to approve the project, the approval should be in the following order: 1) Development Agreements, 2) General Plan Amendment Resolution, and 3) Rezoning Ordinance.

The entire 74 acres is designated as Commercial and was originally annexed into the City for the purpose of developing as Commercial and generating sales tax dollars. The property has remained vacant for several years under this designation and its viability to fully develop as commercial is unlikely. Staff found a compromise solution to support the request to redesignate 53 of the acres to residential, particularly since a known user is proposing to develop the remaining commercial property.

RICK HILL STUDY

The Rick Hill Study specifically addressed this commercial site. Mr. Hill found that approximately 210,000 SF of commercial development on 33 of the 73 acres of property was viable. He envisioned a series of home décor related uses. He went on to note that the remaining 40 acres would likely develop as residential. While Staff debated at length whether to retain an additional 8 acres for commercial uses, we ultimately found compromise support for the applications as submitted. The proposed site plan for the commercial indicates 154,000 SF of retail and has a known major anchor that we support. The Fry's Marketplace concept will include a home décor and furnishings section that compliments Mr. Hill's findings.

FINANCIAL IMPACT

Ben Ronquillo, The City's Finance Director, has completed a summary of the financial impact that this proposal will have on the City. His summary is as follows:

"The applicant is requesting a change in land use of this approximately 78 acre commercial property to 53 acres of residential (K. Hovnanian Homes) and 25 acres of commercial (Fry's Marketplace and commercial pads). The fiscal impact of the residential development is deemed to be neutral because it is proposed to be a private/gated community. One-time construction related revenues are estimated to be about $2,000,000 for the construction of both the residential and commercial developments, combined. The City's current plan anticipates the development of 213,000 square feet of retail on 30 acres of this corner, which is projected to generate approximately $2,400,000 in annual sales tax revenues. The applicant has proposed to develop 154,000 square feet of retail (Fry's Marketplace and commercial pads) on 25 acres of this corner. The applicant's retail proposal is 5 acres (59,000 square feet) less retail than the City's current plan. This reduction is the equivalent of $1,100,000 in estimated lost annual sales tax revenues. The applicant has provided an estimate of approximately $1,300,000 in ongoing annual sales tax revenues resulting from the Fry's Marketplace proposed development. This proposal is deemed by Staff to be in line with what was anticipated to be developed on this corner – a combination of robust retail and residential/other uses. Current sales tax estimates for the Fry's Marketplace are conservative and the City believes that annual revenues higher than $1.3 million are possible from the proposed development. This proposal is deemed by Staff to be a positive financial development for the City."

REZONING

The rezoning application includes a request to rezone the property from Commercial to Planned Development (PD) with an underlying zoning district of Medium Density Residential (R1-8). The request has sought deviation to base district standards as outlined in the draft Zoning Ordinance. The Planned Development booklet also provides numerous exhibits related to site layout and architecture that are tied to the draft Zoning Ordinance.

SITE PLAN - RESIDENTIAL

The residential site plan has been improved since its original submittal. The density has been reduced while overall land planning has improved with larger lot sizes and better designed open space. Current open space is proposed at 22.4%, which allows the developer to propose

R1-6 development standards within the R1-8 zoning district. KHOV Homes has submitted preliminary home plans with 70' and 90' wide lots. The design character is traditional in nature with centralized park spaces and a grid street section with shorter blocks. Ongoing concerns with the design is that the topography of the site may present a problem between the linear blocks of lots. The heights of necessary retaining walls should be recognized at these early stages of design. The connection to the commercial site plan should be improved with enhanced connections so that prospective residents identify and connect more closely with their local commercial center. While pedestrian access is provided on the east side of the neighborhood, no connection is provided on the west side of the development. A minimum 25' open space tract and connection should be provided directly into the commercial development in the southwest corner of the residential project. Goodyear Fire Department has indicated that this tract should also be used for secondary emergency access. The commercial site plan should subsequently be revised to accommodate an enhanced connection from the neighborhood to accommodate pedestrians and emergency vehicles.

The primary residential entry from Litchfield Road is likely to remain gated with private streets. This will restrict vehicular access. Staff seeks to ensure pedestrian access remains unhindered however. The divided collector entry will maintain a palm-lined streetscape with lush landscaping in conformance with the established Litchfield Park landscape design theme. Walls and entry monuments are elegant and understated. Staff finds the proposed entry and wall elevations as an amenity to the project. Transparency and connections to adjacent development are critical in maintaining a Litchfield Park character where residents feel ease of movement between adjacent properties and within the overall community. Staff suggests a comprehensive consideration through the Design Review process of how this development will relate to the proposed Agritourism amenity proposed across Litchfield Road from this development. Residents should closely relate to this development and have safety and freedom of movement between the two projects.

ELEVATIONS - RESIDENTIAL

KHOV has been researching Litchfield Park architecture in an effort to blend this community's proposed housing elevations with themes found elsewhere in the city. The PD development booklet includes proposed elevations that include multiple design themes, including a Mid Century Modern component that is unique to Litchfield Park. It is important to note that conceptual elevations are for reference only in the zoning case, and actual approved elevations will be reviewed and approved by the Design Review Board under a future DRB application.

SITE PLAN - COMMERCIAL

Staff is continuing to work with Evergreen Development on the layout of the commercial center. This includes the location of the Fry's fueling facility and the general layout of buildings. Nearby residents have expressed concerns over traffic, access, and the brightness of building signage to homes across Camelback Road. Staff is currently working on signage details in the draft of the new Sign Code and have included some restrictions to alleviate the brightness of the signs in the draft Development Agreement.

Evergreen has asserted that the location of the fueling facility is a critical component to the viability of this project. They have conveyed a willingness to work with Staff in an effort to

mitigate potential detrimental impacts of a 24 hour fueling facility and its associated noise, traffic, and lighting to nearby residences.

Staff anticipates a more refined site plan indicating parking area landscaping and other improvements will be submitted for review. The project is expected to undergo several more enhancements prior to presentation to the Design Review Board as a formal agenda item. The current site plan is considered conceptual in nature and subject to further improvement through Staff comments and the Design Review Board.

ELEVATIONS - COMMERCIAL

The applicant has not provided conceptual building elevations for the proposed shopping center. Staff, PZ, and the DRB have provided some preliminary guidance to the developer as they begin their design work on the architecture. Staff seeks a dramatic, high quality benchmark for this development so that residents and patrons can clearly identify the project as a Litchfield Park commercial center. There should be keen attention to unique architecture and site design that make the project memorable and aligned with Litchfield Park expectations.

OPEN ISSUES

Final unit count and overall density may be reduced the project becomes fully engineered. The current site plans will need to be modified to include the following condition of approval as stated in the draft Zoning Ordinance:

- 25' Emergency vehicle and pedestrian access easement to be provided to the Commercial parcel in the southeast corner of the residential property. Although not reflected on the current site plan, it is conditioned in the zoning ordinance and Development Agreement.

DEVELOPMENT AGREEMENTS

Although the draft Zoning Ordinance more explicitly outlines the conditions of approval to be associated with the residential development, there is also a draft Development Agreement (DA) that addresses other aspects of the proposed KHOV development. Since the commercial development is not a part of the rezoning case, the restrictions imposed on the property to protect the nearby neighborhoods are done through the DA that pertain specifically to the commercial parcel. This include limits on signage, lighting levels, hours of operation, and the wall on the south side of Camelback Road.

LUKE AIR FORCE BASE

James Mitchell, Director of the Community Initiatives Team at Luke Air Force Base, provided input on this request through a letter dated August 27, 2014. He notes that the location of this property is "1 to 1.3 miles outside the 1988 JLUS 65 Ldn and 'high noise or accident potential zone' and is within the 'territory in the vicinity of a military airport'". He goes on to report that "the suggested Graduated Density Concept (GDC) at this distance from the 65 Ldn is a maximum of 6.0 dwellings per acre." With 53 acres and 121 homes proposed, this development's proposed density is 2.3 dwelling units per acre. This request falls within the Luke AFB suggested GDC and is acceptable.

SCHOOLS

Dan Ensign, Director of Construction for the Litchfield Elementary School District, provided input on this request through a letter dated March 21, 2014. At that time, the application had a proposed 500 housing units which would generated an estimated 178 new students at Litchfield Elementary School and 59 students at Western Sky Middle School. He did not note any capacity issues for the additional students.

Since the time of his review, the project has reduced its unit count down to about 121 units. Staff can reasonably assume, based on the student population ratios utilized by the school district, that there will be about 43 new Litchfield Elementary School students and 14 Western Sky Middle School students.

CITIZEN REVIEW

Both the applicant and Staff have gone to extended lengths to provide the public with numerous opportunities to review and comment on this proposal. This includes a website comment portal, neighborhood meetings, citizen review meetings, and Study Sessions with both PZ and City Council. The public has utilized these venues and provided both verbal and written comments. Staff will be providing to both PZ and City Council (under separate cover) a summation and print out of all public correspondence that has been submitted.

The initial application submitted by Sun Health/KHOV proposed a maximum of 500 homes on the entire 73 acres. This proposal was largely rejected by citizens, Staff, PZ, and the City Council. The revised proposal to reduce density and unit count to 121 homes on just 53 acres, and the introduction to a significant commercial user, has broadly changed the viability of the GPA and zoning cases. For the most part, the public, Staff, and City leaders appear to be supporting the case. Ongoing concerns are mitigating light and noise related to the commercial center. Another point of concern is the height of the wall for the residents on the south side of Camelback Road. The draft Development Agreement includes a provision to have the wall rebuilt so that it is higher.

SUMMARY

Staff finds that the proposed residential and commercial developments will provide a new, residential subdivision of varied housing types that complement the City's desire for quality development. The proposed Fry's Marketplace will generate significant tax revenue to fund City services. The applicant has worked closely with Staff to address concerns related to development impacts and found a reasonable compromise with its proposal. Pending revisions to the site layout will address issues that remain outstanding. Staff supports the proposed Development Agreements, draft GPA Resolution and Zoning Ordinance.

STAFF RECOMMENDATION

1) Staff recommends adoption of a resolution for DA14-03, approving the Development Agreement between the City of Litchfield Park and RepSun II, LLC (Residential Parcel).

2) Staff recommends adoption of a resolution for DA14-04, approving the Development Agreement between the City of Litchfield Park and RepSun II, LLC (Commercial Parcel).

3) Staff recommends approval of GPA14-06.

4) Staff recommends approval of ZA14-01 and the associated draft Zoning Ordinance, subject to the conditions set forth in the proposed Zoning Ordinance.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission voted unanimously to approve all four proposals, per the Staff Recommendation. The details are as follows:

1) PZ recommended approval of adopting a resolution for DA14-03, voting 6-1, approving the Development Agreement between the City of Litchfield Park and RepSun II, LLC (Residential Parcel). **(Amended to include lighting provision for neighbors on the east)**

2) PZ recommended approval of adopting a resolution for DA14-04, voting 6-1, approving the Development Agreement between the City of Litchfield Park and RepSun II, LLC (Commercial Parcel).

3) PZ recommends approval, 7-0, of GPA14-06.

4) PZ recommends approval, 6-1, of ZA14-01 and the associated draft Zoning Ordinance, subject to the conditions set forth in the proposed Zoning Ordinance.

Republic Properties
Residential
Development Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, APPROVING THE RESTATED AND AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LITCHFIELD PARK, ARIZONA AND REPSUN II, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, RELATED TO THE DEVELOPMENT OF A RESIDENTIAL PARCEL LOCATED AT THE NORTHEAST CORNER OF LITCHFIELD ROAD AND CAMELBACK ROAD; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 provides that the City of Litchfield Park may enter into development agreements with a landowner relating to property within the City and may amend such development agreements; and

WHEREAS, the City and Litchfield & Camelback, L.L.C. entered into a Preannexation Development Agreement dated February 7, 2001 and recorded at 2001-0174841, Records of the Maricopa County Recorder's Office, pursuant to Arizona Revised Statutes § 9-500.05 for a +/- 78.14-acre property located at the northeast corner of Litchfield Road and Camelback Road; and

WHEREAS, RepSun II, LLC, an Arizona limited liability company ("Owner") is the successor in interest to Litchfield & Camelback, L.L.C. and is the current owner of the real property located at the northeast corner of Litchfield Road and Camelback Road; and

WHEREAS, Owner and City desire to amend and restate the existing Preannexation Development Agreement dated February 7, 2001 as to the a portion of the property located at the northeast corner of Litchfield Road and Camelback Road and to enter into a new restated and amended development agreement ("Restated Agreement") governing a residential parcel on the property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, that the existing Preannexation Development Agreement dated February 7, 2001 and recorded at 2001-0174841, Records of the Maricopa County Recorder's Office, with respect to the property located at the northeast corner of Litchfield Road and Camelback Road is hereby restated and amended as set forth in the Restated and Amended Development Agreement attached hereto as Exhibit A, and the Restated Agreement is hereby approved, and the Mayor is authorized and directed to execute the Restated Agreement; and

FURTHER RESOLVED, that the City Clerk be and she is hereby authorized and directed to record a copy of this Restated Agreement with the Maricopa County Recorder not later than ten days from the date of execution of the amendment.

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, CMC, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
City Attorneys
By: Susan D. Goodwin

EXHIBIT A
DEVELOPMENT AGREEMENT

WHEN RECORDED RETURN TO:

City of Litchfield Park
Attn: City Clerk
2154 W. Wigwam Blvd.
Litchfield Park, Arizona 85340

[Residential Parcel]

Revised 11-17-14

DEVELOPMENT AGREEMENT

DA #14-03

CITY OF LITCHFIELD PARK, ARIZONA,
an Arizona municipal corporation

AND

RepSun II, LLC,
An Arizona limited liability company

_____, 2014

DRAFT

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DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made by and between the City of Litchfield Park, an Arizona municipal corporation (the "Litchfield Park"), and RepSun II, LLC, an Arizona limited liability company ("Owner"). Litchfield Park and Owner are sometimes referred to in this Agreement collectively as the "Parties," or individually as a "Party."

RECITALS

A. Owner's predecessor-in-interest, Litchfield & Camelback, L.L.C. ("Litchfield & Camelback") and City entered into a Preannexation Development Agreement dated February 7, 2001 and recorded at 2001-0174841, Records of the Maricopa County Recorder's Office ("Agreement"), pursuant to Arizona Revised Statutes § 9-500.05 for a +/- 78.14-acre property (the "Annexed Property") on the northeast corner of Litchfield and Camelback Roads

B. In the Agreement, the Parties acknowledged and agreed that Litchfield Park intended to annex the Annexed Property acres only if it could reasonably expect to recapture the expenses of providing municipal services to the Annexed Property through the increased tax and other revenues generated by the proposed use of the Annexed Property

C. The annexation of the Annexed Property was completed in 2002 and the Annexed Property was re-zoned by Litchfield Park to Community Commercial (CS).

D. Litchfield & Camelback and Litchfield Park later entered into an Amendment to Preannexation Development Agreement in March 2002 affecting the Annexed Property, which substituted and replaced the Agreement and was recorded at 2002-0297276, Records of the Maricopa County Recorder's Office, pursuant to Arizona Revised Statutes § 9-500.05

E. As Owner seeks to develop the Annexed Property into +/- 53 gross acres of residential property and +/- 25 gross acres of commercial property, Owner and City desire to amend and restate the Agreement to extinguish the Agreement as it relates to the +/- 53 gross acres of residential property and incorporate certain development requirements to govern the development of the +/- 53 gross acres of the Annexed Property for residential development.

F. This Amended and Restated Development Agreement ("Restated Agreement") substitutes and replaces the First Amendment to the Preannexation Development Agreement as it relates to the +/- 53 gross acres parcel.

G. Under this Restated Agreement, the scope of the Restated Agreement is reduced from applying to the Annexed Property to only the +/- 53 gross acres legally described on Exhibit A (the "Property").

H. Approval of the Restated Agreement will substantially reduce the commercial zoning the governed the Annexed Property, affecting future revenues of Litchfield Park, which is a small city of approximately 3.3 square miles with approximately 155 acres currently designated for commercial uses; several pending General Plan amendment applications and potential rezoning

applications, including applications related to the Property, will significantly reduce the real property in Litchfield Park available for commercial use.

I. To accurately assess the impact of the multiple General Plan amendment applications and rezoning applications on Litchfield Park, the City (i) commissioned a study by Rick Hill of Rick Hill & Company to determine how much retail commercial uses Litchfield Park could reasonably expect to be developed, (ii) prepared an in-house analysis of the financial impact of the reduction of property zoned commercial, and (iii) reviewed a study submitted by Owner related to the financial impact of rezoning this and other properties in Litchfield Park from commercial zoning to residential zoning.

J. The City Council of Litchfield Park concluded that if all of the General Plan amendment applications and rezoning applications were approved, Litchfield Park would suffer a significant financial impact in the future as a result of the reduction of commercial uses and the increase in residential uses.

K. Owner's General Plan amendment application and rezoning application will result in the loss of 53 acres currently zoned community commercial (CS).

L. The City Council has carefully considered the financial impact the loss of 53 acres of commercial zoning will have on Litchfield Park, but believes that the development of the Fry's Marketplace on the remainder of the +/- 78.15 acre parcel owned by Developers and the quality of this Development and the development of the Property in accordance with this Restated Agreement will benefit the City and its residents.

M. This Agreement is a "development agreement" within the meaning of, and is authorized and entered into pursuant to, the provisions of A.R.S. §9-500.05. The Parties acknowledge the terms of this Restated Agreement shall constitute covenants running with the land comprising the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing introductory paragraphs and Recitals, and the representations, mutual promises and agreements set forth herein, the Parties state, confirm, and agree as follows:

1. **Definitions**. Capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section 1.

City Council means the Common Council of the City of Litchfield Park, Arizona.

Development Plan means the plan for development of the Property attached as Exhibit B to this Agreement.

Litchfield Park Codes means the Litchfield Park Zoning Code, the Litchfield Park Subdivision Code, and the Litchfield Park Technical Codes adopted pursuant to Chapter 7 of the Litchfield Park City Code.

Property means the real property legally described in Exhibit A.

Restated Agreement means this Amended and Restated Development Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to sections or exhibits are to this Restated Agreement unless otherwise qualified. The introductory paragraphs and recitals set forth above are incorporated herein by reference and form a part of this Restated Agreement.

Rezoning Ordinance means Ordinance No. ____ rezoning the Property to medium density residential (R1-8).

2. **Purpose.** The purpose of this Agreement is to set forth the agreements of the Parties with respect to the development of the Property in accordance with the Development Plan and the Litchfield Park Codes.

3. **Development of the Property.**

3.1 General. The Property shall be developed in accordance with the Rezoning Ordinance, the Development Plan and the Litchfield Park Codes, except as modified by the Rezoning Ordinance. The Design Review Board may modify the Development Plan, subject to appeal to the City Council pursuant to Section 3.04 of the Litchfield Park Zoning Code. Owner accepts the requirements of development of the Property set forth in Rezoning Ordinance, the Development Plan and the Litchfield Park Codes, except as modified by the Rezoning Ordinance and through the Design Review process.

3.2 Design Review. All development on the Property is subject to Design Review Board approval process as set forth in Section 3.04 of the Litchfield Park Zoning Code. The Design Review Board determination on any development proposal on the Property shall be made no later than sixty (60) days after submittal of a complete application to the Design Review Board, as determined by Litchfield Park. In addition, where City Code requires a permit, Owner shall apply and process an application for all necessary permits. The Design Review Board may approve a site plan that deviates from the Development Plan, subject to appeal to the City Council pursuant to Section 3.04 of the Litchfield Park Zoning Code.

3.3 Elevations. The final elevation designs for the various house floor plans, as well as any new house designs proposed subsequent to approval of the rezoning and adoption of this Restated Agreement, shall be consistent with those set forth on Exhibit B unless the Design Review Board determines that the proposed elevations are equal to or exceed this quality of those depicted on Exhibit B, subject to appeal to the City Council pursuant to Section 3.04 of the Litchfield Park Zoning Code.

3.4 Entry from Litchfield Road; Landscaping Adjacent to Litchfield Road. The entry to the Property from Litchfield Road shall contain design elements that are in general conformance with Exhibit C. The entry portal landscape design and the Litchfield Road streetscape shall feature the integration of palm species, citrus, olives and a variety of traditional accents, shrubs and groundcovers to add scale, color texture and fragrance. The entry median on the developer's property shall be fully landscaped and shall be maintained by the developer or the Homeowner's Association. The median shall be in accordance with plans approved by Litchfield Park. Landscaping of the medians and the areas adjacent to the east side of Litchfield Road shall be consistent from Camelback Road to Missouri Avenue.

3.5 Traffic Signals; Upgraded Pedestrian Crossing.

3.5.1 Along with submittal to the City of the first site plan or preliminary plat for development of the Property, the Owner shall submit a comprehensive traffic impact analysis prepared in accordance with Maricopa County Department of Transportation standards that, among other things evaluates the intersection of Missouri Avenue with Litchfield Road for traffic signal warrants. Owner shall pay to the City not later than the issuance of the first construction permit for the Project a traffic signal payment to represent the Owner's pro rata share of a future traffic signal to be installed at the intersection of Litchfield Road and Missouri Avenue. The payment will be based on the ratio of the total traffic generated by the Project that is estimated to impact Missouri Avenue to the current traffic on Missouri Avenue. The current traffic shall be determined by traffic counts obtained by the Owner's traffic engineer at the time of preparation of the traffic impact study. The total traffic generated by the Project impacting Missouri Avenue shall be projected by the Owner's traffic engineer and included in the traffic impact study, and shall be as approved by the City Engineer. The traffic impact study shall determine whether or not a traffic signal will be warranted at the intersection of Litchfield Road and Missouri Avenue during the build-out of the Project.

3.5.2 Owner acknowledges that pursuant to the Amendment to Preannexation Development Agreement dated February 27, 2002 governing the development of the Annexed Property a pedestrian underpass or City-approved grade-separated crossing was required to be constructed to connect the Property to the La Loma development on the west side of Litchfield Road. Litchfield Park has agreed to forego this requirement in the Amendment to Preannexation Development Agreement, provided that an upgraded at-grade crossing is installed at the location of the traffic signal at the intersection of Litchfield Road and Missouri Avenue, as required by the Rezoning Ordinance. "Upgraded crossing" means a pedestrian crossing that may include elements such as: solar-powered lights in the crosswalk and overhead signage, as approved by the City Engineer.

3.6 Private Streets. Streets in the development will be private streets and shall be maintained by the Owner or a homeowners association. In the event the streets are not maintained in a condition comparable to public streets in Litchfield Park, Litchfield Park is authorized to enter the Property and maintain the streets and charge the cost to the homeowners association. All private streets shall be constructed in accordance with City requirements

4. **Repeal of 2001 Preannexation Development Agreement.**

The Preannexation Development Agreement dated February 7, 2001 and recorded in the Office of the Maricopa County Recorder at 2001-8174841 on March 7, 2001 and the amendment to the Preannexation Development Agreement dated February 27, 2002 and recorded in the Office of the Maricopa County Recorder at 2002-0297276 on March 25, 2002 are hereby repealed and shall be of no further force or effect.

5. **Representations and Warranties.**

5.1 Litchfield Park Representations. Litchfield Park represents and warrants to Owner:

5.1.2 The execution, delivery and performance of this Agreement by Litchfield Park is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which Litchfield Park is a party or is otherwise subject.

5.1.3 Litchfield Park has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

5.2 Owner Representations. Owner represents and warrants to Litchfield Park:

5.2.1 Owner are either the Owner of the Property when the Preannexation Development Agreement was recorded in 2001 or they are the successors in interest to such Owner.

5.2.2 Owner' execution and approval of this Agreement is in compliance with the organizational and formation and operating documents of Owner.

5.2.3 As of the date of this Agreement, Owner knows of no litigation, proceeding or official investigation contesting the powers of Owner or its officers with respect to this Agreement including Owner' execution, delivery and performance hereof.

5.2.4 The execution, delivery and performance of this Agreement by Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Owner is a party or is otherwise subject.

5.2.5 Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

5.2.6 Owner has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

6. **Default and Remedies.**

If Owner fails to comply with the requirements of this Agreement, Litchfield Park may withhold any permits or certificates of occupancy applicable to the development of the Property.

7. **Notices and Filings.**

All notices, demands or other communications given hereunder shall be in writing and shall be given by personal delivery, delivered by recognized national "overnight" courier service (such as UPS or FedEx), or by United States certified mail (return receipt requested), with all postage and other delivery charges prepaid, and addressed as follows or such other address that a Party may provide in writing to the other Party:

To Litchfield Park City Manager 214 W. Wigwam Blvd. Litchfield Park, Arizona 85340	To Owner:
With a copy to: City Attorney 501 E. Thomas Road Phoenix, Arizona 85012 Attn: Susan D. Goodwin	With a copy to: Attn:

8. **General Provisions.**

8.1 **Indemnification.**

Owner shall indemnify, defend, pay and hold harmless Litchfield Park, and its employees, agents, contractors, licensees or assignees (each, individually, an ***"Litchfield Park Indemnified Party,"*** and collectively, the "***Litchfield Park Indemnified Parties***") for, from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, judgments and causes of action including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any one or more of the Litchfield Park Indemnified Parties relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions caused by Owner, its agents, employees or any subcontractor of Owner related to the performance of this Agreement or by reason of any statement, information, certificate or other official representation provided by Owner in this Agreement that is false, inaccurate, misleading or incomplete in any material respect, except to the extent caused by the gross negligence or willful misconduct of the Litchfield Park Indemnified Party seeking indemnity hereunder. In the case of any claim, action or proceeding is made or brought against any of the Litchfield Park Indemnified Parties by reason of any of the foregoing events, then Owner, upon prompt written notice from the Litchfield Park Indemnified Party will, at Owner's sole cost and expense, resist or defend such claim, action or proceeding, in the Litchfield Park Indemnified Party's name, if necessary, by counsel approved, in writing, by the Litchfield Park Indemnified Party, such approval not be unreasonably withheld or delayed.

The foregoing indemnity shall be in addition to, and shall not limit, any indemnification provided in the Lease Agreement.

8.2 **Persons Not Liable**. No shareholder, partner, member, manager, director, officer, official, council member, representative, agent, attorney or employee of either Party shall be personally liable to the other Party, or to any successor in interest to the other Party, in the event of any Default by a Party or for any amount which may become due to the other Party or any successor or assign, or with respect to any obligation of the Litchfield Park or Owner under the terms of this Agreement.

8.3 **Recordation**. This Agreement shall be recorded in its entirety by Litchfield Park in the office of the Maricopa County, Arizona, Recorder, not later than ten (10) days after this Agreement has been executed by Litchfield Park and Owner.

8.4 **Governing Law; Choice of Forum**. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement (whether by a Party, or by a permitted successor or assign to all or any interest of a Party) shall be commenced and maintained in the Superior Court for Maricopa County, in Phoenix, Arizona, and the Parties (and their successors and assigns) agree and consent to the exclusive jurisdiction of such Superior Court. Owner (and their successors and assigns) waive all right to seek removal of any action to any court (federal or state) other than the Superior Court in and for Maricopa County, Arizona.

8.5 **Attorneys' Fees and Costs**. In the event of commencement of a legal action or proceeding in an appropriate forum by a Party to enforce any covenant, term, provision or requirement of this Agreement, or any of such Party's rights or remedies under this Agreement, or on in the event of commencement of any action or proceeding seeking a declaration of the rights of any Party or equitable or injunctive relief against any Party, the prevailing Party or Parties in any such action or proceeding shall be entitled to recovery of its reasonable attorneys' fees, court costs and expenses, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental expenses associated with such dispute. The award shall be made by the Court and not by a jury.

8.6 **Headings**. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

8.7 **Exhibits and Recitals**. Any exhibit attached hereto shall be deemed to have been incorporated into this Agreement by this reference with the same force and effect as if fully set forth in the body of this Agreement. The Recitals set forth at the beginning of this Agreement and the introductory paragraphs preceding the Recitals are incorporated into this Agreement, and the Parties hereby confirm the accuracy of the Recitals.

8.8 **Construction**. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been, or has had the opportunity to be, represented by counsel of its own choosing and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement reflecting ambiguous or conflicting terms or provisions contained in this Agreement (or any other provision of this Agreement) shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of same.

8.9 **No Partnership; Third Parties**. Nothing in this Agreement shall create, or be deemed to create, any partnership, joint venture or other similar arrangement between the Litchfield Park and Owner. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto and no such other person, firm, organization or corporation shall have any right or standing to any cause of action hereunder; except any mortgagee shall be a third party beneficiary of the provisions of this Section 19.16, and except the protection of the indemnification provisions of this Agreement shall extend to all agents, attorneys, Council members and employees of the Litchfield Park and all agents, attorneys and employees of Owner acting in the course and scope of their employment or engagement and all such persons shall be and are intended to be, third party beneficiaries of such indemnification provisions.

8.10 **Successors and Assigns**. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.05(D).

8.11 **Covenants Running With Land; Inurement**. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the land and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Development. Wherever the term "Party" or the name of any particular Party is used in this Agreement such term shall include any such Party's permitted successors and assigns.

8.12 **Amendment**. No change, addition or deletion is to be made to this Agreement, except by a written amendment approved by the Litchfield Park Council and executed by the Parties.

8.13 **Non-Severability.** If any provision of this Agreement is declared void or unenforceable, the entire Agreement shall be void and unenforceable.

8.14 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so the signatures of all Parties may be physically attached to a single document.

8.14 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter. With the exception of the Lease Agreement, all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written (including any term sheets, discussion outlines or similar documents) are hereby superseded and merged into this Agreement.

8.15 **Survival**. All agreements and indemnities in this Agreement shall survive the execution and delivery of this Agreement, the consummation of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement for the period of the applicable statute of limitations.

8.16 **Conflict of Interest Statutes**. This Agreement is subject to, and may be terminated by the Litchfield Park in accordance with, the provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on or as of the day and year first written above.

CITY OF LITCHFIELD PARK, an Arizona municipal corporation

By:_____

Its:_____

INSERT ALL OWNER

INSERT ACKNOWLEDGEMENTS.

EXHIBIT A

Hoskin • Ryan Consultants, Inc.
creative engineering solutions

October 16, 2014

LEGAL DESCRIPTION
LA LOMA
RESIDENTIAL PROPERTY LEGAL DESCRIPTION

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPTING THEREFROM:

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND-HOLE FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 15, FROM WHENCE A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HAND-HOLE FOUND AT THE SOUTHWEST QUARTER CORNER OF SAID SECTION 15, BEARS SOUTH 00° 17' 46" WEST, 2593.42 FEET;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 15, SOUTH 00° 17' 46" WEST, 1725.29 FEET, TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST SECTION LINE, SOUTH 89° 32' 53" EAST, 1110.59 FEET;

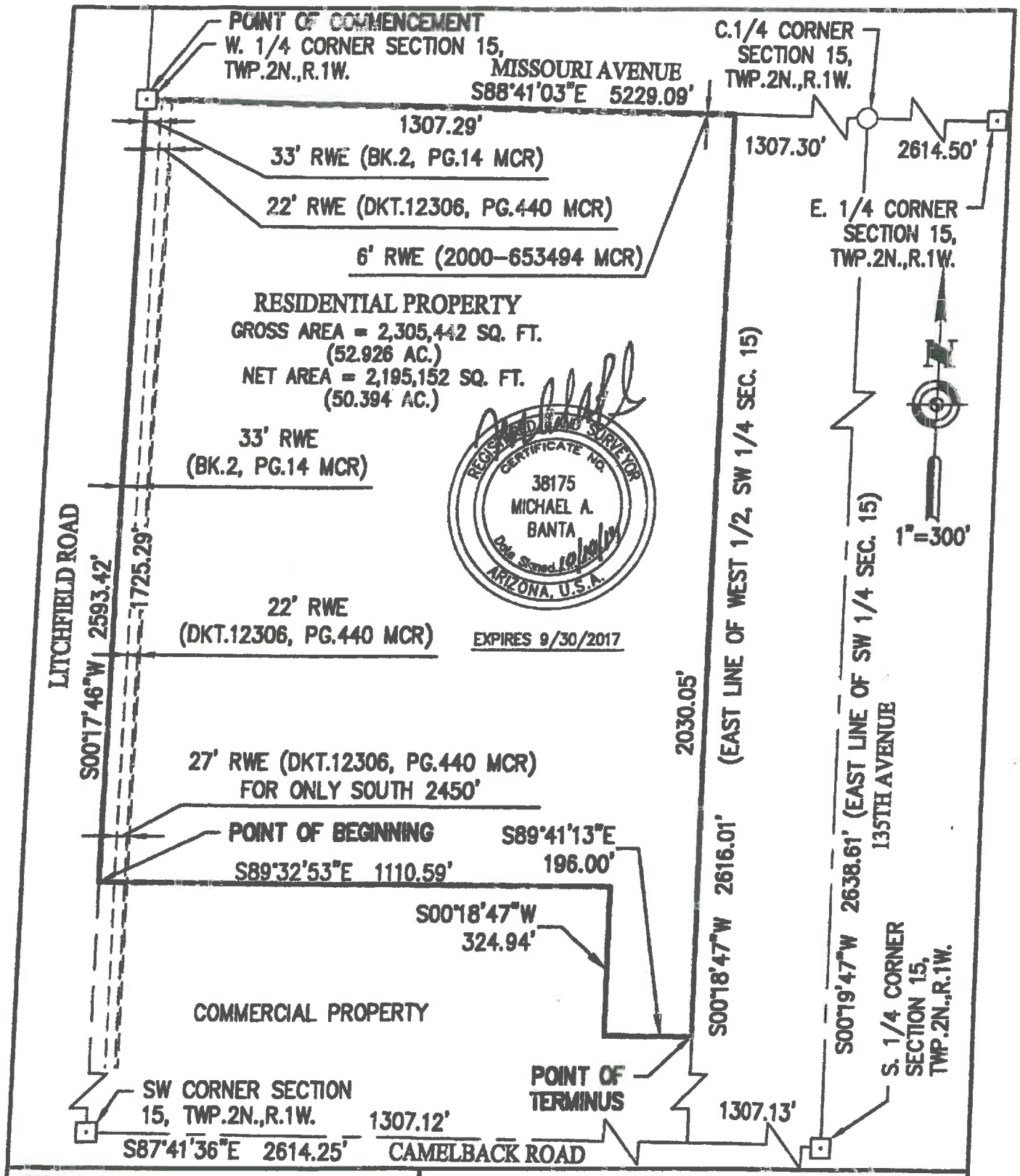
THENCE SOUTH 00° 18' 47" WEST, 324.94 FEET;

THENCE SOUTH 89° 41' 13" EAST, 196.00 FEET, TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER, AND THE **TERMINUS** OF THIS LINE DESCRIPTION.

CONTAINING 2,305,442 SQUARE FEET OR 52.926 ACRES MORE OR LESS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38175
MICHAEL A.
BANTA
Date Signed 10/16/14
ARIZONA, U.S.A.

Expires 09/30/2017



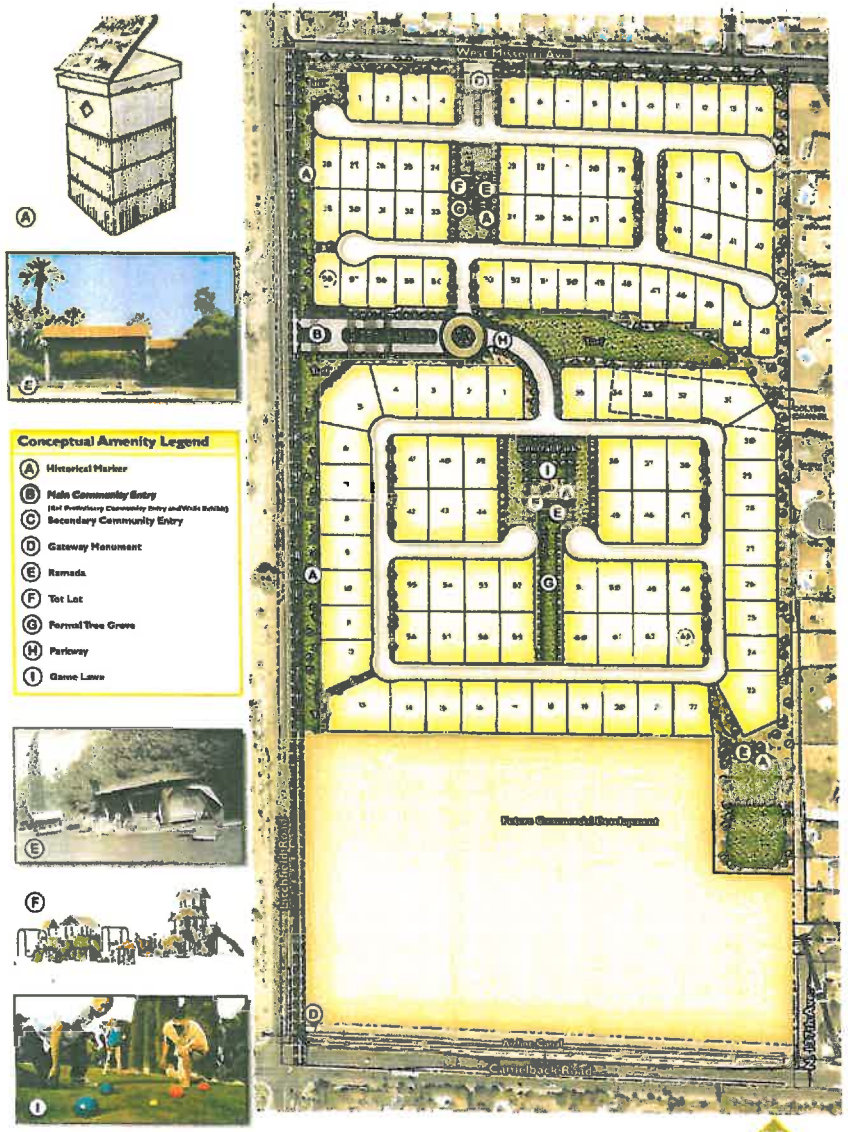
Hoskin • Ryan Consultants Inc.
creative engineering solutions
6245 N. 24th Parkway Suite #100 Phoenix, AZ 85016
Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

LA LOMA
RESIDENTIAL PROPERTY EXHIBIT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

G:\Projects\14\14-038 La Loma\Survey\DWG's\E-PURCHASE AGREEMENT dwg

EXHIBIT B, Page 1



Preliminary Amenities And Open Space Plan Figure 4A

La Loma
Litchfield Park, Arizona
PRELIMINARY AMENITY PLAN

Site Plan, Landscape Plan *and* Pedestrian Linkages Plan Figure 4B

La Loma
Litchfield Park, Arizona
PRELIMINARY LANDSCAPE PLAN

Housing Product and Streetscape

Figure 6

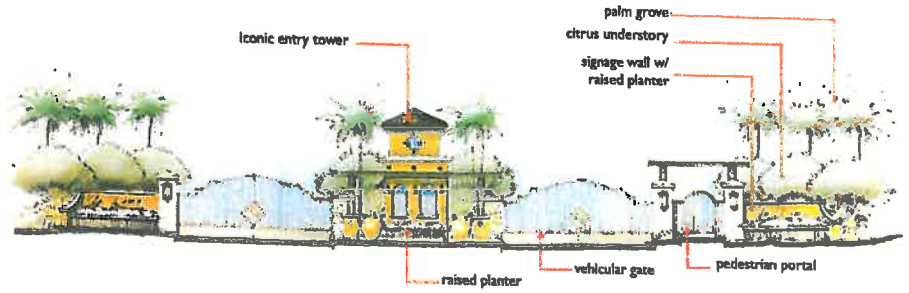
LA LOMA 50'S | STREETSCAPE

(70' WIDE LOTS)

LA LOMA 70'S | STREETSCAPE

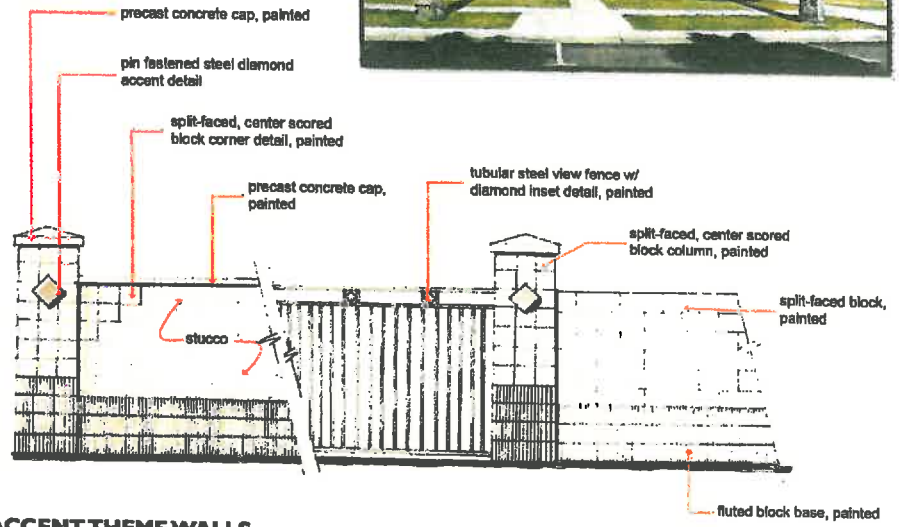
(90' WIDE LOTS)

EXHIBIT C



MAIN COMMUNITY ENTRY ELEVATION

NTS



ACCENT THEME WALLS

Figure 3

Republic Properties
Commercial
Development Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, APPROVING THE RESTATED AND AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LITCHFIELD PARK, ARIZONA AND REPSUN II, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, RELATED TO THE DEVELOPMENT OF A COMMERCIAL PARCEL PROPERTY LOCATED AT THE NORTHEAST CORNER OF LITCHFIELD ROAD AND CAMELBACK ROAD; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 provides that the City of Litchfield Park may enter into development agreements with a landowner relating to property within the City and may amend such development agreements; and

WHEREAS, the City and Litchfield & Camelback, L.L.C. entered into a Preannexation Development Agreement dated February 7, 2001 and recorded at 2001-0174841, Records of the Maricopa County Recorder's Office, pursuant to Arizona Revised Statutes § 9-500.05 for a +/- 78.14-acre property located at the northeast corner of Litchfield Road and Camelback Road; and

WHEREAS, RepSun II, LLC, an Arizona limited liability company ("Owner") is the successor in interest to Litchfield & Camelback, L.L.C. and is the current owner of the real property located at the northeast corner of Litchfield Road and Camelback Road; and

WHEREAS, Owner and City desire to amend and restate the existing Preannexation Development Agreement dated February 7, 2001 as to the a portion of the property located at the northeast corner of Litchfield Road and Camelback Road and to enter into a new restated and amended development agreement ("Restated Agreement") governing a commercial parcel on the property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, that the existing Preannexation Development Agreement dated February 7, 2001 and recorded at 2001-0174841, Records of the Maricopa County Recorder's Office, with respect to the property located at the northeast corner of Litchfield Road and Camelback Road is hereby restated and amended as set forth in the Restated and Amended Development Agreement attached hereto as Exhibit A, and the Restated Agreement is hereby approved, and the Mayor is authorized and directed to execute the Restated Agreement; and

FURTHER RESOLVED, that the City Clerk be and she is hereby authorized and directed to record a copy of this Restated Agreement with the Maricopa County Recorder not later than ten days from the date of execution of the amendment.

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, CMC, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
City Attorneys
By: Susan D. Goodwin

EXHIBIT A
DEVELOPMENT AGREEMENT

DA #14-04 CC 121714

WHEN RECORDED RETURN TO: **[Commercial Parcel]**

[Revised 12-12-14]

City of Litchfield Park
Attn: City Clerk
214 W. Wigwam Blvd.
Litchfield Park, Arizona 85340

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

CITY OF LITCHFIELD PARK, ARIZONA,
an Arizona municipal corporation

AND

RepSun II, LLC,
An Arizona limited liability company

_____, 2014

DRAFT

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RECITALS

1. Definitions
2. Purpose
3. Development of the Property
4. Repeal of 2001 Preannexation Development Agreement
5. Representation and Warranties
6. Default and Remedies
7. Notice and Filings
8. General Provisions

Exhibits

Exhibit A Legal Description
Exhibit B Development Plan

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made by and between the City of Litchfield Park, an Arizona municipal corporation (the "Litchfield Park"), and RepSun II, LLC, an Arizona limited liability company ("Owner"). Litchfield Park and Owner are sometimes referred to in this Agreement collectively as the "Parties**,**" or individually as a "Party."

RECITALS

A. Owner's predecessor-in-interest, Litchfield & Camelback, L.L.C. (Litchfield & Camelback) and Litchfield Park entered into a Preannexation Development Agreement dated February 7, 2001 and recorded at 2001-0174841, Records of the Maricopa County Recorder's Office ("Agreement"), pursuant to Arizona Revised Statutes § 9-500.05 for a +/- 78.14-acre property (the "Annexed Property") on the northeast corner of Litchfield and Camelback Roads.

B. In the Agreement, the Parties acknowledged and agreed that Litchfield Park intended to annex the Annexed Property only if it could reasonably expect to recapture the expenses of providing municipal services to the Annexed Property through the increased tax and other revenues generated by the proposed use of the Annexed Property.

C. The Annexation of the Annexed Property was completed in 2002 and the Annexed Property was re-zoned by the Litchfield Park to Community Commercial (CS).

D. Litchfield & Camelback and Litchfield Park later entered into an Amendment to Preannexation Development Agreement in March 2002 affecting the Annexed Property, which substituted and replaced the Agreement and was recorded at 2002-0297276, Records of the Maricopa County Recorder's Office, pursuant to Arizona Revised Statutes § 9-500.05

E. As Owner seeks to develop the Annexed Property into +/- 53 gross acres of residential property and +/- 25 gross acres of commercial property, Owner and Litchfield Park desire to amend and restate the Agreement to extinguish the Agreement as it relates to the +/- 53 gross acres of residential property and incorporate certain development requirements to govern the development of the +/- 25 of the Annexed Property for commercial development

F. This Amended and Restated Development Agreement ("Restated Agreement") substitutes and replaces the First Amendment to the Preannexation Development Agreement.

G. Under this Restated Agreement, the scope of the Restated Agreement is reduced from applying to the Annexed Property to only the +/- 25 gross acres legally described on Exhibit A (the "Property").

H. Approval of the Restated Agreement will substantially reduce the commercial zoning that governed the Annexed Property, affecting future revenues of Litchfield Park, which is a small Litchfield Park of approximately 3.3 square miles with approximately 155 acres currently designated for commercial uses; several pending General Plan amendment applications and

potential rezoning applications, including applications related to the Property, will significantly reduce the real property in Litchfield Park available for commercial use.

I. To accurately assess the impact of the multiple General Plan amendment applications and rezoning applications on Litchfield Park, the Litchfield Park (i) commissioned a study by Rick Hill of Rick Hill & Company to determine how much retail commercial uses Litchfield Park could reasonably expect to be developed, (ii) prepared an in-house analysis of the financial impact of the reduction of property zoned commercial, and (iii) reviewed a study submitted by Owner related to the financial impact of rezoning this and other properties in Litchfield Park from commercial zoning to residential zoning.

J. The Litchfield Park Council of Litchfield Park concluded that if all of the General Plan amendment applications and rezoning applications were approved, Litchfield Park would suffer a significant financial impact in the future as a result of the reduction of commercial uses and the increase in residential uses.

K. Owner's General Plan amendment application and rezoning application will result in the loss of +/- 53 acres currently zoned community commercial (CS).

L. The Litchfield Park Council has carefully considered the financial impact the loss of +/- 53 acres of commercial zoning will have on Litchfield Park, but believes that the development of the Property in accordance with this Agreement will benefit the Litchfield Park and its residents and will minimize the negative financial impact of the proposed high medium density residential (R1-6) use on the remainder of the Property.

M. This Restated Agreement is a "development agreement" within the meaning of, and is authorized and entered into pursuant to, the provisions of A.R.S. §9-500.05. The Parties acknowledge the terms of this Restated Agreement shall constitute covenants running with the land comprising the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing introductory paragraphs and Recitals, and the representations, mutual promises and agreements set forth herein, the Parties state, confirm, and agree as follows:

1. **Definitions**. Capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section 1.

City Council means the Common Council of the City of Litchfield Park, Arizona.

Development Plan means the proposed initial plan for development of the Property as generally depicted on the attached Exhibit B to this Agreement.

Retail Market means the initial approximately 100,000 – 127,000 square foot grocery store that includes sale of groceries and other retail items.

Litchfield Park Codes means the Litchfield Park Zoning Code, the Litchfield Park Subdivision Code, and the Litchfield Park Technical Codes adopted pursuant to Chapter 7 of the Litchfield Park City Code.

Project means the Retail Market and the additional commercial uses to be developed on the Property, which additional commercial uses to include a minimum 23,500 square feet under roof.

Property means the real property legally described in Exhibit A.

Restated Agreement means this Amended and Restated Development Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to sections or exhibits are to this Agreement unless otherwise qualified. The introductory paragraphs and recitals set forth above are incorporated herein by reference and form a part of this Agreement.

2. **Purpose.** The purpose of this Agreement is to set forth the agreements of the Parties with respect to the development of the Property in accordance with the Development Plan and the Litchfield Park Codes.

3. **Development of the Property.**

3.1 General. The Property shall be developed in conformance with this Restated Agreement, the Development Plan and the Litchfield Park Codes. Notwithstanding the foregoing, City staff may approve minor changes to the Development Plan. "Minor changes" are (i) changes that do not result in an increase in density or intensity of uses, (ii) changes that do not have a negative impact on adjacent properties in the opinion of the Litchfield Park City Manager, (iii) changes that do not reduce the commercial square footage set forth in this Agreement, and (iv) changes to parking and landscaping tracts necessitated during design of the site. In addition, the Design Review Board may approve a site plan that deviates from the Development Plan, subject to appeal to the City Council pursuant to Section 3.04 of the Litchfield Park Zoning Code. Owner accepts the requirements of development of the Property set forth in this Restated Agreement, the Development Plan and the Litchfield Park Codes. The Project shall include approximately 123,500 - 154,500 of commercial footage under roof, including the Retail Market with approximately 100,000 - 127,000 square feet under roof.

3.2 Design Review. All development on the Property shall be subject to Design Review Board approval process as set forth in Section 3.04 of the Litchfield Park Zoning Code. The Design Review Board determination on any development proposal on the Property shall be made no later than six (6) months after submittal of a complete Design Review application. In addition, where City Code requires a permit, Owner shall apply and process an application for all necessary permits. The Design Review Board may approve a site plan that deviates from the Development Plan, subject to appeal to the City Council pursuant to Section 3.04 of the Litchfield Park Zoning Code.

3.3 Special Camelback Road Restrictions Between Litchfield Road and the East Boundary of the Property. (These restrictions shall apply only to the property within 250 feet of Camelback Road south property line.)

3.3.1 Master Landscape Buffer/Screening Plan Requirement. A Master Landscape Buffer/Screening Plan for Camelback Road shall be submitted for Design Review Board approval prior to the issuance of any building permits within 250 feet of the Camelback Road south property line. The Camelback Road Master Landscape Buffer/Screening Plan, which shall include typical cross-sections and a plant/tree palette, shall include the following elements:

3.3.1.1 Landscape Buffers. From Camelback Road, the landscape buffer measured from 110 feet north of the Camelback Road monument ~~north property~~ line shall be 50 feet deep. The landscape buffer shall be complete prior to issuance of a certificate of occupancy for the Retail Market.

i. Parking shall not be allowed in the 50 foot landscape buffer areas.

ii. Landscaping within the buffer area shall be designed to minimize visual impact on residences on south side of Camelback Road. Landscaping shall include shrubbery and a minimum of one mature tree (24" box) for every 20 feet or in equivalent groupings along Camelback Road and shall provide adequate screening of commercial activities and a visually pleasing view from Camelback Road. The landscape plan shall provide typical cross-sections with plant types and densities and shall describe phasing of landscape installation concurrent with the development of the commercial parcels.

iii. The Owner shall obtain such approvals as are necessary from Litchfield Park and Maricopa County to landscape within the public rights-of-way and drainage easement area on the north side of Camelback Road.

iv. The Owner shall maintain all landscaping within the drainage easement area and public rights-of-way.

3.3.1.2 Screening of Parking. All on-site parking areas shall be screened from street view by a landscaped berm or decorative wall not less than three feet in height. The required height of the berm or wall shall be measured from the highest finished grade of the adjacent on-site parking area.

3.3.1.3 Screening of Service Functions. All service areas visible to Camelback Road shall be screened. All mechanical and air-handling equipment, refuse/recycling collection devices and loading bays visible from Camelback Road shall be screened from view to the residents south of Camelback Road.

3.3.2 Use Restrictions Along Camelback Road. Within 250 feet of the Camelback Road south property line the following use restrictions shall apply:

3.3.2.1 Along Camelback Road east of and excluding the pad at the immediate corner of Camelback & Litchfield Roads (the "Corner Parcel"), there shall be no more than two (2) sit-down restaurants (defined as restaurants with full table service in which orders are placed from table), which shall not be open later than the time prescribed in state statutes governing liquor licenses.

3.3.2.2 There shall be no buildings which operate 24 hours per day except on the Corner Parcel, the parcel immediately north of the Corner Parcel, and any fueling station. Except for the Corner Parcel, drive-thru services shall be allowed only on the north side of the buildings, for buildings directly adjacent to Camelback Road.

3.3.2.3 There shall be no outdoor paging systems for businesses within 250 feet of the Camelback Road south property line. However, this does not preclude the use of drive-thru speaker systems or speaker systems integrated with fuel pumps within 250 feet of the Camelback Road south property line.

3.3.3 Building Design Elements. Buildings adjacent to Camelback Road and Litchfield Road shall be designed with consistent four-sided architectural treatment. Building elevations shall be subject to the Design Review Board approval. The following additional restrictions shall apply along Camelback Road:

3.3.3.1 Building Height. Within 125 feet of the Camelback Road property line, the maximum building height shall not exceed 24 feet; between 125 feet and 150 feet, the maximum building height shall not exceed 28 feet; between 150 feet and 250 feet, the maximum building height shall not exceed 38 feet; beyond 250 feet from the Camelback Road south property line and along Litchfield Road, all height and setback requirements shall be in accordance with the Litchfield Park Zoning Ordinance. Architectural features and embellishments are permitted up to an additional 4 feet.

3.3.3.2 Community Compatible Design. The architectural design of the Project shall be compatible with the southwestern, village character of the community. Incompatible building forms (including shape and mass) and colors shall be avoided. Earthtone, muted desert colors shall be used with deeper accent colors allowed only for visual accent. Architectural details such as archways, awnings, planters, covered walkways, planted islands, seat-walls, and similar details shall be incorporated into the development as appropriate for specific uses to provide village character. No reflective metal materials shall be allowed.

3.3.4 Traffic and Circulation: Along with submittal to the City of the first site plan or preliminary plat for development of the Property, the Owner shall submit a comprehensive traffic impact analysis prepared in accordance with Maricopa County Department of Transportation standards addressing the Litchfield Road and Camelback Road impacts of the Project and reflecting the following elements and requirements:

3.3.4.1 Owner shall dedicate an additional 20 feet of right-of-way for a total of 130 feet of right-of-way for the north portion of Camelback Road as measured from the monument line of Camelback Road, along with an adjacent 8-foot wide public utilities easement. Such dedication shall be complete prior to the issuance of a certificate of occupancy for any building on the Property. The south boundary of the 50-foot landscape buffer described in Paragraph 3.3.1.1 will be measured from 110 feet north of the monument line of Camelback Road~~may include the future 15-foot wide drainage channel access road to be located on the north side of the future drainage channel~~. ~~[THIS IS UNDER REVIEW BY EVERGREEN & FRY'S TO DETERMINE THE IMPACT TO THE SITE PLAN.]~~

.

3.3.4.2 The City will allow median breaks accompanied by curb cuts at locations to be approved by the City Engineer. All curb cuts and median breaks on Litchfield Road must be supported by the traffic study, which shall be submitted along with any site plan approval application. The traffic study shall address the impact of traffic into and out of the Property, including delivery traffic, on residents on the south side of Camelback Road. The traffic study shall be reviewed and approved by the City Engineer prior to approval of any curb cuts or median breaks.

3.3.4. Additional driveways will be allowed, subject to approval by the City Engineer.

3.3.4.3 All curb cuts and median breaks on Camelback Road must be supported by a traffic study, and are subject to Maricopa County approval. If desired, the Project shall have the right to use the existing median break at the east property boundary on Camelback Road.

3.3.4.4 If it is determined that a traffic signal is warranted at any allowed median break at the time of development, the Owner shall pay to the City not later than the issuance of the first construction permit for the Project a traffic signal payment to represent the Owner's pro rata share of a future traffic signal to be installed at the median break. The payment will be based on the ratio of the total traffic generated by the Project that is estimated to impact Litchfield Road and Camelback Road to the current traffic on Litchfield Road and Camelback Road. The current traffic shall be determined by traffic counts obtained by the Owner's traffic engineer at the time of preparation of the traffic impact study. The total traffic generated by the Project impacting Litchfield Road and Camelback Road shall be projected by the Owner's traffic engineer and included in the traffic impact study, and shall be as approved by the City Engineer. The traffic impact study shall determine whether or not a traffic signal will be warranted at the median break during the build-out of the Project.

3.3.4.5 Owner shall provide a private cross-access easement granting access from the residential subdivision north of the Property. Such easement shall be twenty-five (25) feet wide, shall be for emergency access only and shall be in a form reasonably approved by the City Attorney.

3.3.4.6 The Owner shall pay for the cost of all access improvements for crossing the County Flood Control Channel located on the north side of Camelback Road along the frontage of the Property. Owner shall coordinate with the Maricopa County Department of Transportation and the Flood Control District of Maricopa County regarding the location of access points and design details of the channel crossings and driveway connections to Camelback Road.

3.3.4.7Maricopa County approval is required before issuance of a County permit to authorize construction in the Camelback Road right-of way. A separate permit may be required from the City of Litchfield Park for construction associated with the median breaks and curb cuts.

3.4 Service Station.

3.4.1 A fueling station and kiosk shall be allowed along the frontage of Camelback Road generally in the southeast corner of the Property as set forth in the Development Plan.

3.4.2 Fuel canopy lighting fixtures shall all be mounted flush under canopy and shielded so as not to be seen from residential properties to the south along Camelback Road in accordance with the approved permitted plans. The light source (i.e., the light bulb or lens) shall not be visible from the rear yard along the south side of Camelback Road or from the property east of the Project along 136th Lane.

3.4.3 No fuel deliveries are permitted between the hours of 10:00 PM and 5:00 AM.

3.5 Other Development Requirements.

3.5.1 Along with submittal to the City of the first site plan for development of the Project, the Developer shall submit a comprehensive, detailed traffic impact study prepared in accordance with Maricopa County Department of Transportation standards that, among other things, identifies the total traffic generated by the Project and recommends means for mitigation of the traffic on the surrounding streets. The traffic impact study shall address traffic signal warrants for the project driveways.

3.5.2 Developer shall dedicate additional right-of-way for Litchfield Road as needed to provide for a total half-street right-of-way of 60 feet, along with an adjacent 8-foot wide public utilities easement (which may include the sidewalk). Additional right-of-way may be required for right-turn lanes. Developer shall widen and improve Litchfield Road in accordance with the City's requirements for a four-lane arterial street with raised, landscaped median. If the west side of Litchfield Road has been constructed to its ultimate half-street width, Developer shall construct the raised, landscaped median to City requirements, including landscaping with palm trees and other plants to match the current landscaping palette for the existing median in other portions of Litchfield Road, and including an underground irrigation system with automatic controller, and the City shall reimburse Developer for half of the actual

cost of the construction of such landscaped median. If the west side of Litchfield Road has not yet been widened, then the Developer shall pay to the City not later than issuance of the first construction permit for the Project one-half of the estimated cost of the raised, landscaped median per a City Engineer-approved cost estimate. Litchfield Road improvements shall include paving, curb and gutter, sidewalks, drainage, landscaping, bus bay, and lighting, all in accordance with the City's requirements.

3.5.3 Developer shall provide northbound right-turn lanes on Litchfield Road at the entrances to the Project.

3.5.4 Along with submittal to the City of the first site plan for development of the Project, the Developer shall submit a will-serve letter from Liberty Utilities for water and sewer service.

3.5.5 Along with submittal to the City of the first site plan for development of the Project, the Developer shall submit an engineering analysis, prepared and sealed by an Arizona-registered engineer, which demonstrates that adequate fire protection can be provided to the site based on a minimum residual pressure of 20 psi. and fire flow rates to be determined by the City's Fire Chief. Fire hydrants serving the Project shall be in compliance with the fire codes adopted by the City. Fire hydrant locations and spacing shall be as approved by the City's Fire Chief and City Engineer.

3.5.6 Along with submittal to the City of the first site plan for development of the Project, the Developer shall submit an engineering analysis, prepared and sealed by an Arizona-registered engineer, which demonstrates how adequate sanitary sewer service will be provided for the proposed Project.

3.5.7 Along with submittal to the City of the first site plan for development of the Project, the Developer shall submit a comprehensive Drainage Report that addresses on-site and off-site drainage for the Project.

~~3.5.8 Intentionally omitted.~~

3.5.~~9~~8 Developer shall submit to the City for review a comprehensive geotechnical study and report for the project that, among other things, addresses the potential for earth fissures on the property. If there is a potential for earth fissures, the geotechnical report shall map them and recommend how the property should be developed.

3.6 Pedestrian Linkage. Pedestrian linkages shall be provided within each development parcel, between development parcels and to connect to other adjacent properties.

3.7 Lighting. All exterior lighting shall be directed downward, shielded and designed to eliminate spillage onto adjacent residential property. At the time plans are presented to the Building Department, the project's engineer shall certify that the light fixtures and design will provide the desired objective of no light spillage. A photometric plan shall be submitted to the Litchfield Park along with the building plans.

3.8 Signage. Owner may propose for approval to the Design Review Board a Comprehensive Sign Program. The Comprehensive Sign program option is intended to allow flexibility provided the signs are necessary and appropriate to the character and scale of the Project. Elements of the Comprehensive Sign Program shall include providing for adequate business and project identification consistent with an enhanced visual environment, supporting traffic safety, and further establishing procedures necessary to assure consistent self-administration of the program into the future.

3.8.1 All signs shall be architecturally integrated with the Project design in terms of size, shape, color, texture, lighting, lettering or graphic and materials, so that they are complementary to the overall design theme of the buildings and are not in visual competition with other signs.

3.8.2 All signs shall convey their message clearly and legibly and shall be weather resistant.

3.8.3 All signs (building and monuments) shall incorporate the standards set by the Comprehensive Sign Program approved by the Design Review Board.

3.9 Building Setbacks, Buffers and Parking Screening along Litchfield Road. Along the Litchfield Road frontage, the following shall apply:

3.9.1 Building Setbacks. Building setbacks shall be provided on the street frontage in accordance with Section 22.05 of the Litchfield Park Zoning Code.

3.9.2 Buffers. A landscape buffer area of a minimum of 30 feet measured from the Litchfield Road west property line shall be provided, as approved by the Design Review Board as part of the site plan for each adjacent development parcel pursuant to Section 22.03.d. of the Litchfield Park Zoning Code. The landscape buffer shall be complete prior to issuance of a certificate of occupancy for the Retail Market.

3.9.3 Parking Screening. All on-site parking areas adjacent to Litchfield Road shall be screened from street view by a landscaped berm or decorative wall not less than three feet in height. The required height of the berm or wall shall be measured from the highest finished grade of the adjacent on-site parking area.

3.10 East Perimeter Treatment. Adjacent to the east Property boundary, the following shall apply:

3.10.1 Building Setbacks. Building setbacks shall be provided along the east Property boundary in accordance with Section 22.05 of the Code.

3.10.2 Buffer. A buffer area of a minimum of 30 feet shall be provided, as approved by the Design Review Board as part of the site plan for each adjacent parcel pursuant to Section 22.03.d. of the Code; landscaping and landscaped parking areas shall

be allowed within the buffer area. No additional screen wall shall be required on the east Property boundary due to the existing walls located adjacent to the residences.

3.11 Wall Along South Side of Camelback Road. Owner acknowledges that pursuant to the Amendment to Preannexation Development Agreement dated February 27, 2002 governing the development of the Annexed Property a pedestrian underpass or Litchfield Park-approved grade-separated crossing was required to be constructed to connect the Property to the La Loma development on the west side of Litchfield Road. Litchfield Park has agreed to forego this requirement in the Amendment to Preannexation Development Agreement, provided that Owner shall pay one-half (1/2) the cost of design and construction of a of new wall along the south side Camelback Road across from the property. Such wall shall be approximately eight (8) to nine (9) feet in height from the finished grade of the residential lot on the south side of Camelback Road. Litchfield Park shall construct the wall and Owner shall pay to Litchfield Park the amount of $138,000.00, representing one-half (1/2) the estimated cost of design and construction. Such amount shall be paid by Owner to Litchfield Park within thirty (30) days of the approval of this Agreement. Litchfield Park shall be responsible for all other costs of the design and construction of the wall, including costs in excess of the estimated cost.

3.12 Additional Restrictions.

3.12.1 The hours of operation of the Retail Market shall be limited to the hours between 5:00 AM to Midnight.

3.12.2 Delivery hours shall not occur between midnight and 5:00 AM.

3.12.3 Parking lot and all other exterior lighting shall be shielded so as to limit light dispersion beyond the property's boundaries.

3.12.4 Parking lot lighting levels shall be reduced at the time the Retail Market is closed. Lighting will be limited to provide acceptable life safety standards when Retail Market and the pad stores are closed.

3.12.5 Wall mounted signage lettering shall be acrilite- with 3M 40% film overlay or an equivalent product in compliance with the City Zoning Code.

3.12.6 Wall signage shall be turned off when stores are closed.

3.12.7 Landscape lighting adjacent to residential properties shall be shielded so as to limit light dispersion beyond the Property's boundaries.

3.12.8 Exterior speaker and paging systems are prohibited. However, this does not preclude the use of drive-thru speaker systems.

3.13 Development and Maintenance of Property.

3.13.1 A reciprocal easement agreement shall be created to the maintain the common areas of the Project (parking lots, driveways and landscaped areas) at or above the standards approved by the Design Review Board and to assure that the property is maintained in good condition. If any buildings are vacant the Developer or its successor- shall maintain the building and associated grounds incompliance with the Litchfield Park City Code related to maintenance of property.

3.13.2 The Owner shall have the right to divide the Property into logical development parcels, so long as development of the parcels is in compliance with the Litchfield Park Codes.

4. **Repeal of 2001 Preannexation Development Agreement.**

This Restated Agreement supersedes and repeals the Preannexation Development Agreement dated February 7, 2001 and recorded in the Office of the Maricopa County Recorder at 2001-8174841 on March 7, 2001 and the amendment to the Preannexation Development Agreement dated February 27, 2002 and recorded in the Office of the Maricopa County Recorder at 2002-0297276 on March 25, 2002 are hereby repealed and shall be of no further force or effect.

5. **Representations and Warranties.**

5.1 Litchfield Park Representations. Litchfield Park represents and warrants to Owner:

5.1.1 The execution, delivery and performance of this Agreement by Litchfield Park is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which Litchfield Park is a party or is otherwise subject.

5.1.2 Litchfield Park has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

5.2 Owner Representations. Owner represents and warrants to Litchfield Park:

5.2.1 Owner was either the owner of the Property when the Preannexation Development Agreement was recorded in 2001 or it is the successors in interest to such owners.

5.2.2 Owner's execution and approval of this Agreement is in compliance with the organizational and formation and operating documents of Owner.

5.2.3 As of the date of this Agreement, Owner knows of no litigation, proceeding or official investigation contesting the powers of Owner or its officers with respect to this Agreement including Owner's execution, delivery and performance hereof.

5.2.4 The execution, delivery and performance of this Agreement by Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Owner is a party or is otherwise subject.

5.2.5 Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

5.2.6 Owner has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

6. Default and Remedies.

If Owner fails to comply with the requirements of this Agreement, Litchfield Park may withhold any permits or certificates of occupancy applicable to the development of the Property.

7. Notices and Filings.

All notices, demands or other communications given hereunder shall be in writing and shall be given by personal delivery, delivered by recognized national "overnight" courier service (such as UPS or FedEx), or by United States certified mail (return receipt requested), with all postage and other delivery charges prepaid, and addressed as follows or such other address that a Party may provide in writing to the other Party:

To Litchfield Park City Manager 214 W. Wigwam Blvd. Litchfield Park, Arizona 85340	To Owner:
With a copy to: City Attorney 501 E. Thomas Road Phoenix, Arizona 85012 Attn: Susan D. Goodwin	With a copy to: Attn:

8. General Provisions.

8.1 Indemnification.

Owner shall indemnify, defend, pay and hold harmless Litchfield Park, and its employees, agents, contractors, licensees or assignees (each, individually, an ***"Litchfield Park Indemnified Party,"*** and collectively, the "***Litchfield Park Indemnified Parties***") for, from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges

and expenses, judgments and causes of action including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any one or more of the Litchfield Park Indemnified Parties relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions caused by Owner, its agents, employees or any subcontractor of Owner related to the performance of this Agreement or by reason of any statement, information, certificate or other official representation provided by Owner in this Agreement that is false, inaccurate, misleading or incomplete in any material respect, except to the extent caused by the gross negligence or willful misconduct of the Litchfield Park Indemnified Party seeking indemnity hereunder. In the case of any claim, action or proceeding is made or brought against any of the Litchfield Park Indemnified Parties by reason of any of the foregoing events, then Owner, upon prompt written notice from the Litchfield Park Indemnified Party will, at Owner's sole cost and expense, resist or defend such claim, action or proceeding, in the Litchfield Park Indemnified Party's name, if necessary, by counsel approved, in writing, by the Litchfield Park Indemnified Party, such approval not be unreasonably withheld or delayed. The foregoing indemnity shall be in addition to, and shall not limit, any indemnification provided in the Lease Agreement.

8.2 **Persons Not Liable**. No shareholder, partner, member, manager, director, officer, official, council member, representative, agent, attorney or employee of either Party shall be personally liable to the other Party, or to any successor in interest to the other Party, in the event of any Default by a Party or for any amount which may become due to the other Party or any successor or assign, or with respect to any obligation of the Litchfield Park or Owner under the terms of this Agreement.

8.3 **Recordation**. This Agreement shall be recorded in its entirety by Litchfield Park in the office of the Maricopa County, Arizona, Recorder, not later than ten (10) days after this Agreement has been executed by Litchfield Park and Owner.

8.4 **Governing Law; Choice of Forum**. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement (whether by a Party, or by a permitted successor or assign to all or any interest of a Party) shall be commenced and maintained in the Superior Court for Maricopa County, in Phoenix, Arizona, and the Parties (and their successors and assigns) agree and consent to the exclusive jurisdiction of such Superior Court. Owner (and its successors and assigns) waive all right to seek removal of any action to any court (federal or state) other than the Superior Court in and for Maricopa County, Arizona.

8.5 **Attorneys' Fees and Costs**. In the event of commencement of a legal action or proceeding in an appropriate forum by a Party to enforce any covenant, term, provision or requirement of this Agreement, or any of such Party's rights or remedies under this Agreement, or on in the event of commencement of any action or proceeding seeking a declaration of the rights of any Party or equitable or injunctive relief against any Party, the prevailing Party or Parties in any such action or proceeding shall be entitled to recovery of its reasonable attorneys' fees, court costs and expenses, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Parties and witnesses, costs of transcript preparation

and other reasonable and necessary direct and incidental expenses associated with such dispute. The award shall be made by the Court and not by a jury.

8.6 **Headings**. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

8.7 **Exhibits and Recitals**. Any exhibit attached hereto shall be deemed to have been incorporated into this Agreement by this reference with the same force and effect as if fully set forth in the body of this Agreement. The Recitals set forth at the beginning of this Agreement and the introductory paragraphs preceding the Recitals are incorporated into this Agreement, and the Parties hereby confirm the accuracy of the Recitals.

8.8 **Construction**. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been, or has had the opportunity to be, represented by counsel of its own choosing and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement reflecting ambiguous or conflicting terms or provisions contained in this Agreement (or any other provision of this Agreement) shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of same.

8.9 **No Partnership; Third Parties**. Nothing in this Agreement shall create, or be deemed to create, any partnership, joint venture or other similar arrangement between the Litchfield Park and Owners. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto and no such other person, firm, organization or corporation shall have any right or standing to any cause of action hereunder; except any mortgagee shall be a third party beneficiary of the provisions of this Section 19.16, and except the protection of the indemnification provisions of this Agreement shall extend to all agents, attorneys, Council members and employees of the Litchfield Park and all agents, attorneys and employees of Owners acting in the course and scope of their employment or engagement and all such persons shall be and are intended to be, third party beneficiaries of such indemnification provisions.

8.10 **Successors and Assigns**. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.05(D).

8.11 **Covenants Running With Land; Inurement**. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the land and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Development. Wherever the term “Party” or the name of any particular Party is used in this Agreement such term shall include any such Party’s permitted successors and assigns.

8.12 **Amendment**. No change, addition or deletion is to be made to this Agreement, except by a written amendment approved by the Litchfield Park Council and executed by the Parties.

8.13 **Non-Severability.** If any provision of this Agreement is declared void or unenforceable, the entire Agreement shall be void and unenforceable.

8.14 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so the signatures of all Parties may be physically attached to a single document.

8.14 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written (including any term sheets, discussion outlines or similar documents) are hereby superseded and merged into this Agreement.

8.15 **Survival**. All agreements and indemnities in this Agreement shall survive the execution and delivery of this Agreement, the consummation of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement for the period of the applicable statute of limitations.

8.16 **Conflict of Interest Statutes**. This Agreement is subject to, and may be terminated by the Litchfield Park in accordance with, the provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on or as of the day and year first written above.

LITCHFIELD PARK OF LITCHFIELD PARK, an Arizona municipal corporation

INSERT ALL OWNERS

By:_____

Its:_____

INSERT ACKNOWLEDGEMENTS.

Exhibit A

Hoskin • Ryan Consultants, Inc.
creative engineering solutions

October 14, 2014

LEGAL DESCRIPTION
LA LOMA
COMMERCIAL ZONING LEGAL DESCRIPTION

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPTING THEREFROM:
THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND-HOLE FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 15, FROM WHENCE A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HAND-HOLE FOUND AT THE SOUTHWEST QUARTER CORNER OF SAID SECTION 15, BEARS SOUTH 00° 17' 46" WEST, 2593.42 FEET;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 15, SOUTH 00° 17' 46" WEST, 1725.29 FEET, TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST SECTION LINE, SOUTH 89° 32' 53" EAST, 1110.59 FEET;

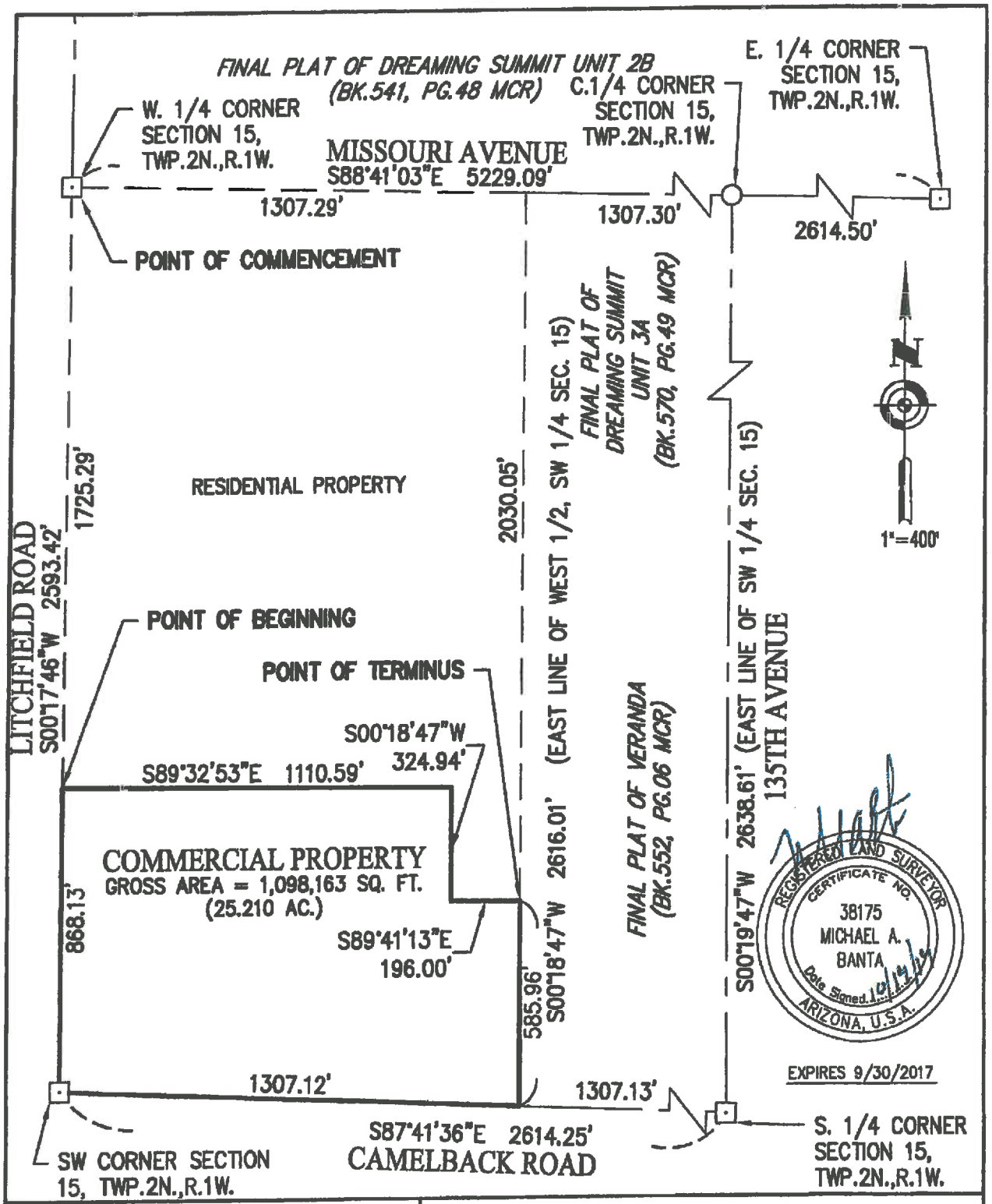
THENCE SOUTH 00° 18' 47" WEST, 324.94 FEET;

THENCE SOUTH 89° 41' 13" EAST, 196.00 FEET, TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER, AND THE **TERMINUS** OF THIS LINE DESCRIPTION.

CONTAINING 1,098,163 SQUARE FEET OR 25.210 ACRES MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38175
MICHAEL A.
BANTA
Date Signed 10/14/14
ARIZONA, U.S.A.

Expires 09/30/2017



Hoskin • Ryan Consultants Inc.
creative engineering solutions

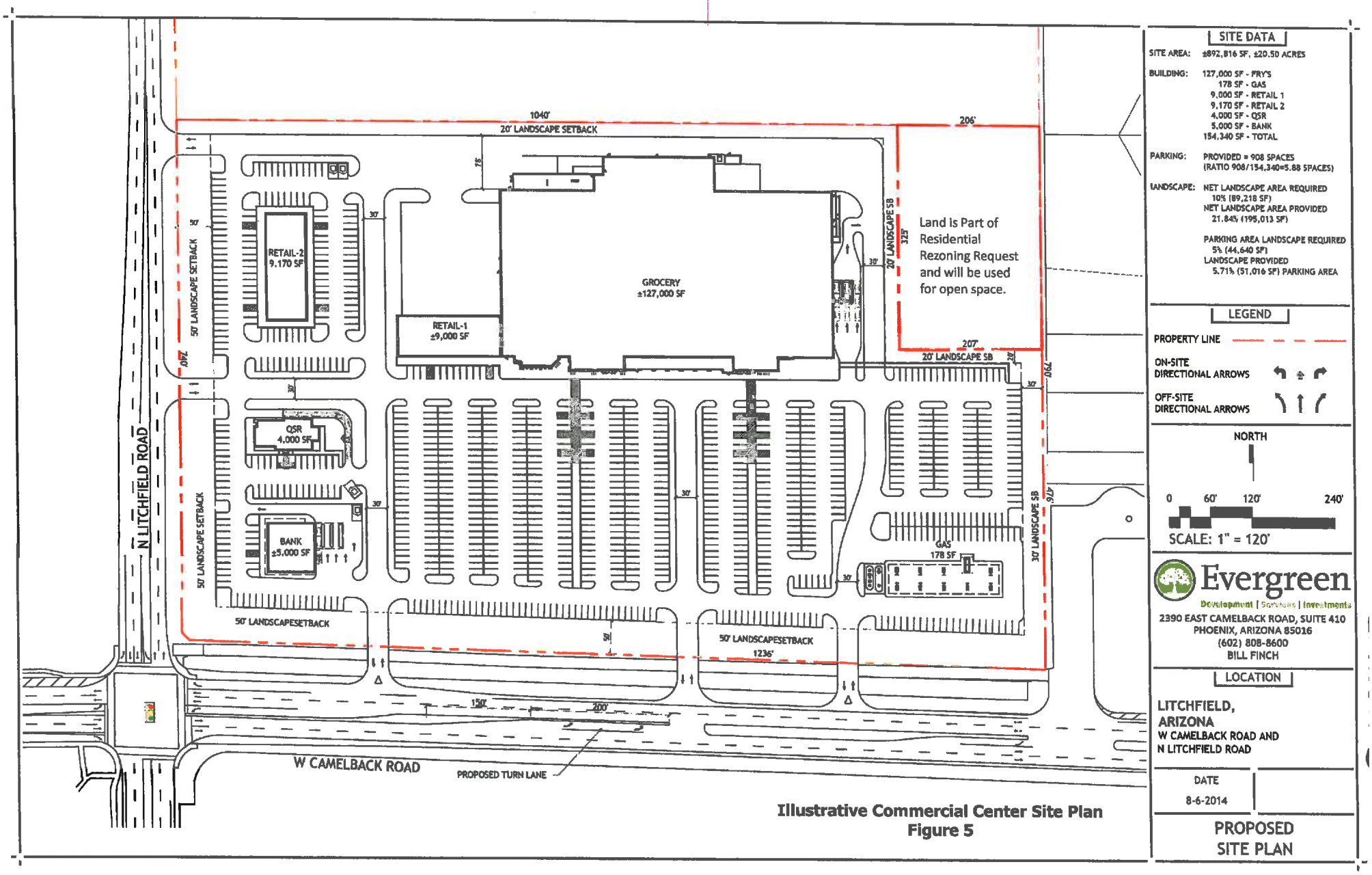
6245 N. 24th Parkway Suite #100 Phoenix, AZ 85016
Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

LA LOMA
COMMERCIAL ZONING EXHIBIT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

G:\Projects\14\14-038 La Loma\Survey\DWG's\E-BOUNDARY DIVISION dwg

Exhibit B



Illustrative Commercial Center Site Plan
Figure 5

Republic Properties
Residential
General Plan

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA, AMENDING THE LITCHFIELD PARK GENERAL PLAN LAND USE MAP FOR PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF LITCHFIELD ROAD AND CAMELBACK ROAD BY CHANGING THE LAND USE DESIGNATION OF 53 ACRES FROM COMMERCIAL TO LOW DENSITY RESIDENTIAL 2.1 TO 4 DU/ ACRE; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, an application for a major General Plan amendment was filed with the City of Litchfield Park related to the property located at the northeast corner of Litchfield Road and Camelback Road; and

WHEREAS, the City has solicited and received public input regarding the proposed major General Plan amendment through notice and public hearings as required by A.R.S. Section 9-461.06; and

WHEREAS, the Common Council of the City has received a recommendation from the City Planning and Zoning Advisory Commission regarding the proposed land use map change and General Plan text amendment;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Litchfield Park, Arizona, that the Land Use Map of the General Plan of the City of Litchfield Park, Arizona, is hereby amended for the property generally located at the northeast corner of Litchfield Road and Camelback Road, by changing the land use designation of 53 acres from commercial to low density residential 2.1 to 4 du/ acre, as shown on Exhibit A, which is attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA THIS _____ DAY OF _____, 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
City Attorneys
By: Susan D. Goodwin

EXHIBIT A
GENERAL PLAN AMENDMENT

Major General Plan Amendment Request

La Loma Community

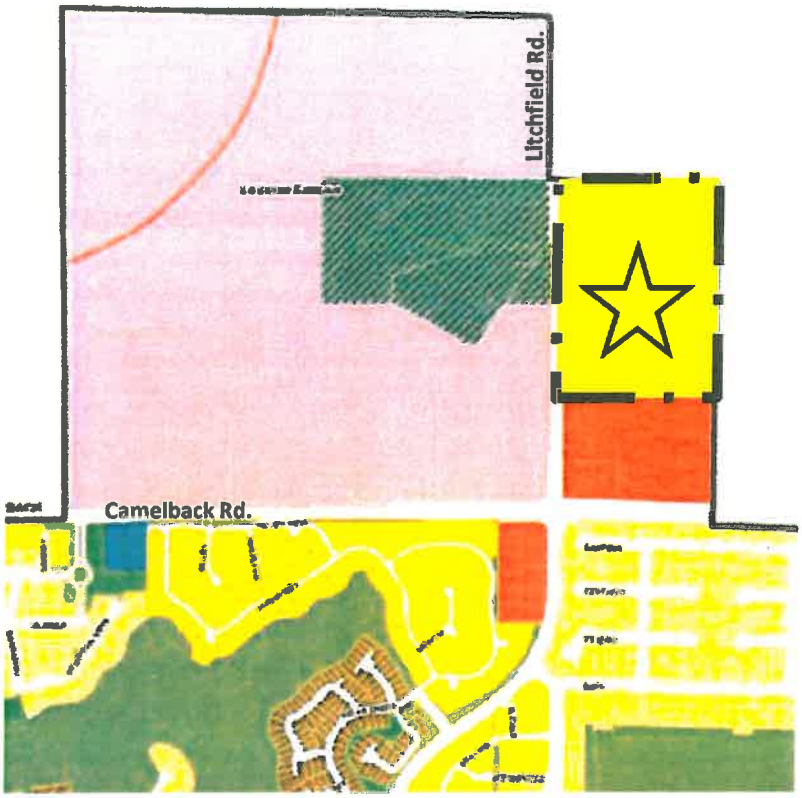
NEC Litchfield Rd. & Camelback Rd.

(52.93 gross/50.39 net acres)

Proposed

General Plan Land Use Map

- **From Community Commercial to Low Density Residential 2.1-4 du/ac.**



Legend

- City Boundary
- Ship Annexation Area
- Village Center
- Non-Annexed Areas within Planning Area
- Litchfield Park Parcels
- Luke Air Force Base Munitions Blast Zone

Land Use Designations

- Very Low Density Residential (0 - 2 du/ac)
- Low Density Residential (2.1 - 4 du/ac)
- Village Center Specific Plan
- Medium Density Residential (4.1 - 8 du/ac)
- High Density Residential (8.1+ du/ac)
- Commercial
- Industrial
- Single Central Business District
- Public / Quasi-Public Facility
- Mixed Public / Open Space
- Parks / Open Space
- Golf Course
- Mixed Use (Residential / Public Facility)
- Resort

NTS

Earl, Curley & Lagarde, P.C.

Revised October 2014

CITY OF LITCHFIELD PARK
ORDINANCE NO. 14-___

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, MARICOPA COUNTY, ARIZONA AMENDING THE ZONING CODE OF LITCHFIELD PARK, ARIZONA, BY AMENDING THE ZONING MAP OF THE CITY RELATED TO A PORTION OF THE PROPERTY INCLUDED IN ORDINANCE NO.02-78 LOCATED GENERALLY ON THE NORTHEAST CORNER OF LITCHFIELD ROAD AND CAMELBACK ROAD FROM COMMUNITY COMMERCIAL (CS) TO PLANNED DEVELOPMENT (PD) WITH UNDERLYING ZONING DISTRICT OF MEDIUM DENSITY RESIDENTIAL (R1-8); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR PENALTIES ;

WHEREAS, in 2001, the City Council adopted Ordinance No 02-78 to create a community commercial (CS) zoning district on approximately 80 acres located at the northeast corner of Litchfield Road and Camelback Road in Litchfield Park; and

WHEREAS, the owner of the property has submitted an application to rezone approximately 53 acres of the property to planned development with the underlying zoning district of medium density residential (R1-), and

WHEREAS, the public notice and hearing requirements set forth in ARS § 962.04 and the Litchfield Park Zoning Code § 4.05 and § 4.06 have been met; and

WHEREAS, the City Council has considered the recommendation and findings made by the Planning and Zoning Advisory Commission pursuant to ARS §9-462.04, and

WHEREAS, as required by the Litchfield Park Zoning Code § 26.04, the City Council determines that this modification to the Zoning Map conforms to the City of Litchfield Park General Plan, as amended, and will produce a living environment, landscape quality and lifestyle superior to that produced by existing standards;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Litchfield Park, Arizona, as follows:

Section 1. In General.

The Zoning Map of the City of Litchfield Park Arizona is hereby amended by amending Ordinance No. 02-78 as follows:

1. The real property described on attached Exhibit A ("Property") is hereby rezoned from community commercial (CS) to Planned Development (PD) with underlying

zoning district of medium density residential (R1-8), in accordance with the Development Plan described below.

2. The definitions applicable to this ordinance are as follows:

   a. "Developer" shall mean the owner of the Property and any successor to the owner.

   b. "Development Plan" shall mean the plan attached to this ordinance as Exhibit B.

3. Development of the Property. The Property shall be developed in compliance with the Development Plan and the City of Litchfield Park's zoning requirements for the medium density residential (R1-8) zoning district as modified by this ordinance. The Design Review Board may modify the Development Plan, subject to appeal to the City Council pursuant to Section 3.04 of the Litchfield Park Zoning Code

   a. The minimum lots size set forth in Section 13.03 of the Zoning Code is reduced from 8,000 to 7,500 square feet, provided however that the average lot size shall be at least 8,750 square feet; minimum lot width shall be increased to 70 feet, with varying widths among the lots.

   b. The minimum front setback as set forth in Section 13.05 of the Zoning Code is reduced from 25 feet to 20 feet, 15 feet to the livable area, porch or side load garage. The front setback is decreased to a minimum of 20 feet to front-facing garages from back of sidewalk.

   c. The minimum side setback as set forth in Section 13.05 of the Zoning Code is reduced from 12 feet to 10 feet, except that setbacks for corner lots shall be 10 feet unless a minimum 5 feet landscape tract is provided between the right-of-way and the corner lot.

   d. The maximum lot coverage as set forth in Section 13.03 of the Zoning Code is increased from 40% to 55%

   e. Open space shall be as depicted in the attached Development Plan which the City acknowledges is approximately 17.9% of the net area of the Property.

   f. Street widths shall be 32 feet from back-of-curb to back-of-curb, except in areas with lots with an average width of 90 feet in which case the street width may be reduced to 30 feet. Concrete sidewalks with a minimum width of five feet shall be provided on both sides of each street. Cul-de-sacs shall have a 45-foot radius to the back-of-curb. The Project shall be a gated community and the private streets shall be maintained by a homeowners association. If the homeowners association fails to maintain

the private streets in a safe condition in the opinion of the City Engineer, the City may maintain the streets and charge the costs to the homeowners association.

g. If determined by the City Engineer to be needed, Developer shall dedicate additional right-of-way for Litchfield Road to provide for a total half-street right-of-way of 60 feet, along with an adjacent 8-foot wide public utilities easement. Additional right-of-way may be required for right-turn lanes. Developer shall widen and improve Litchfield Road in accordance with the City's requirements for a four-lane arterial street with raised, landscaped median, including right-turn lanes at entrances to the project and at Missouri Avenue. If the west side of Litchfield Road has been constructed to its ultimate half-street width, Developer shall construct the raised, landscaped median to City requirements, including landscaping with palm trees and other plants to match the current landscaping palette for the existing median in other portions of Litchfield Road, and including an underground irrigation system with automatic controller. If the west side of Litchfield Road has not yet been widened, then the Developer shall pay to the City not later than recordation of the first final plat for the project one-half of the estimated cost of the raised, landscaped median per a City Engineer-approved cost estimate. Litchfield Road improvements shall include paving, curb and gutter, sidewalks, drainage, landscaping, bus bay, and lighting, all in accordance with the City's requirements.

h. Developer shall dedicate additional right-of-way for Missouri Avenue and widen and improve Missouri Avenue to the City's and/or Maricopa County's requirements as a three-lane residential collector street. An adjacent 8-foot wide public utilities easement shall also be dedicated. Street improvements shall include paving, curb and gutter, sidewalks, drainage, landscaping, and lighting.

i. Developer shall provide a secondary emergency access for the southern residential parcel that is approved by the City Engineer and Goodyear Fire Department.

j. Gated entrances shall be designed to provide for vehicle queuing in accordance with the recommendations of a City Engineer-approved traffic impact analysis, but shall be at least 100 feet in length unless otherwise approved by the City Engineer. Each gated entrance shall be provided with a vehicle turnaround area that will accommodate a minimum inside turning radius of 35 feet and a minimum outside turning radius of 45 feet.

k. Along with submittal to the City of the first site plan or preliminary plat for development of the Property, the Developer shall submit a comprehensive traffic impact analysis prepared in accordance with Maricopa County Department of Transportation standards that, among other things evaluates the intersection of Missouri Avenue with Litchfield Road for traffic signal warrants. Developer shall pay to the City not later than the issuance of the first construction permit for the Project a traffic signal payment to represent the Developer's pro rata share of a future traffic signal to be installed at the intersection of Litchfield Road and Missouri Avenue. The payment will be based on the ratio of the total traffic generated by the Project that is estimated to impact Missouri Avenue to the current traffic on Missouri Avenue. The current traffic shall be determined by traffic counts obtained by the Developer's traffic engineer at the time of preparation of the traffic impact study. The total traffic generated by the Project impacting Missouri Avenue shall be projected by the Developer's traffic engineer and included in the traffic impact study, and shall be as approved by the City Engineer. The traffic impact study shall determine whether or not a traffic signal will be warranted at the intersection of Litchfield Road and Missouri Avenue during the build-out of the Project.

l. Litchfield Road access points shall align with existing driveways on the west side, or, if approved by the City Engineer, Developer may at its expense relocate the City's driveway on the west side of Litchfield Road to align with Developer's entrance on Litchfield Road in accordance with plans approved by the City Engineer. Developer shall provide a right-turn lane on Litchfield Road for the main project entrance and for the intersection of Litchfield Road and Missouri Avenue.

m. The homes adjacent to Litchfield Road shall have architecture that is in conformance with Design Review requirements of the City.

n. Developer shall submit to the City for review a comprehensive geotechnical study and report for the project that, among other things, addresses the question of whether there are any known fissures on site. If there is a potential for earth fissures, the geotechnical report shall map them and recommend how the property in the area should be developed.

o. The Development Plan may not be modified by the Design Review Board except for minor modifications to address technical issues but do not substantially change the Development Plan.

p. Along with submittal to the City of the first site plan or preliminary plat for development of this parcel, the Developer shall submit a will-serve letter from Liberty Utilities for water and sewer service.

q. Along with submittal to the City of the first site plan or preliminary plat for development of this parcel, the Developer shall submit an engineering analysis, prepared and sealed by an Arizona-registered engineer, which demonstrates that adequate fire protection can be provided to the site based on a minimum of 1,500 gallons per minute with a residual pressure of 20 psi. Fire hydrants serving the Project shall be in compliance with the fire codes adopted by the City. Fire hydrant locations and spacing shall be as approved by the City's Fire Chief and City Engineer.

r. Along with submittal to the City of the first site plan or preliminary plat for development of this parcel, the Developer shall submit an engineering analysis, prepared and sealed by an Arizona-registered engineer, which demonstrates how adequate sanitary sewer service will be provided for the proposed Project.

s. Along with submittal to the City of the first site plan or preliminary plat for development of this parcel, the Developer shall submit a comprehensive Drainage Report that addresses on-site and off-site drainage for the Project.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, this ordinance shall be void and of no further force or effect.

Section IV. Providing for Penalties.

Any person found guilty of violating any provision of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed Two Thousand Five Hundred Dollars ($2,500) or by imprisonment for a period not to exceed six (6) months, or both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as herein described.

PASSED AND ADOPTED by the Common Council of the City of Litchfield Park, Arizona, this __th day of ___ , 2014.

_____
Thomas L. Schoaf, Mayor

ATTEST:

_____
Mary Rose Evans, CMC/AAE
City Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
City Attorneys
By: Susan D. Goodwin, Esq.

EXHIBIT A

Hoskin • Ryan Consultants, Inc.
creative engineering solutions

October 16, 2014

LEGAL DESCRIPTION
LA LOMA
RESIDENTIAL PROPERTY LEGAL DESCRIPTION

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPTING THEREFROM:

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND-HOLE FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 15, FROM WHENCE A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HAND-HOLE FOUND AT THE SOUTHWEST QUARTER CORNER OF SAID SECTION 15, BEARS SOUTH 00° 17' 46" WEST, 2593.42 FEET;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 15, SOUTH 00° 17' 46" WEST, 1725.29 FEET, TO THE **POINT OF BEGINNING;**

THENCE DEPARTING SAID WEST SECTION LINE, SOUTH 89° 32' 53" EAST, 1110.59 FEET;

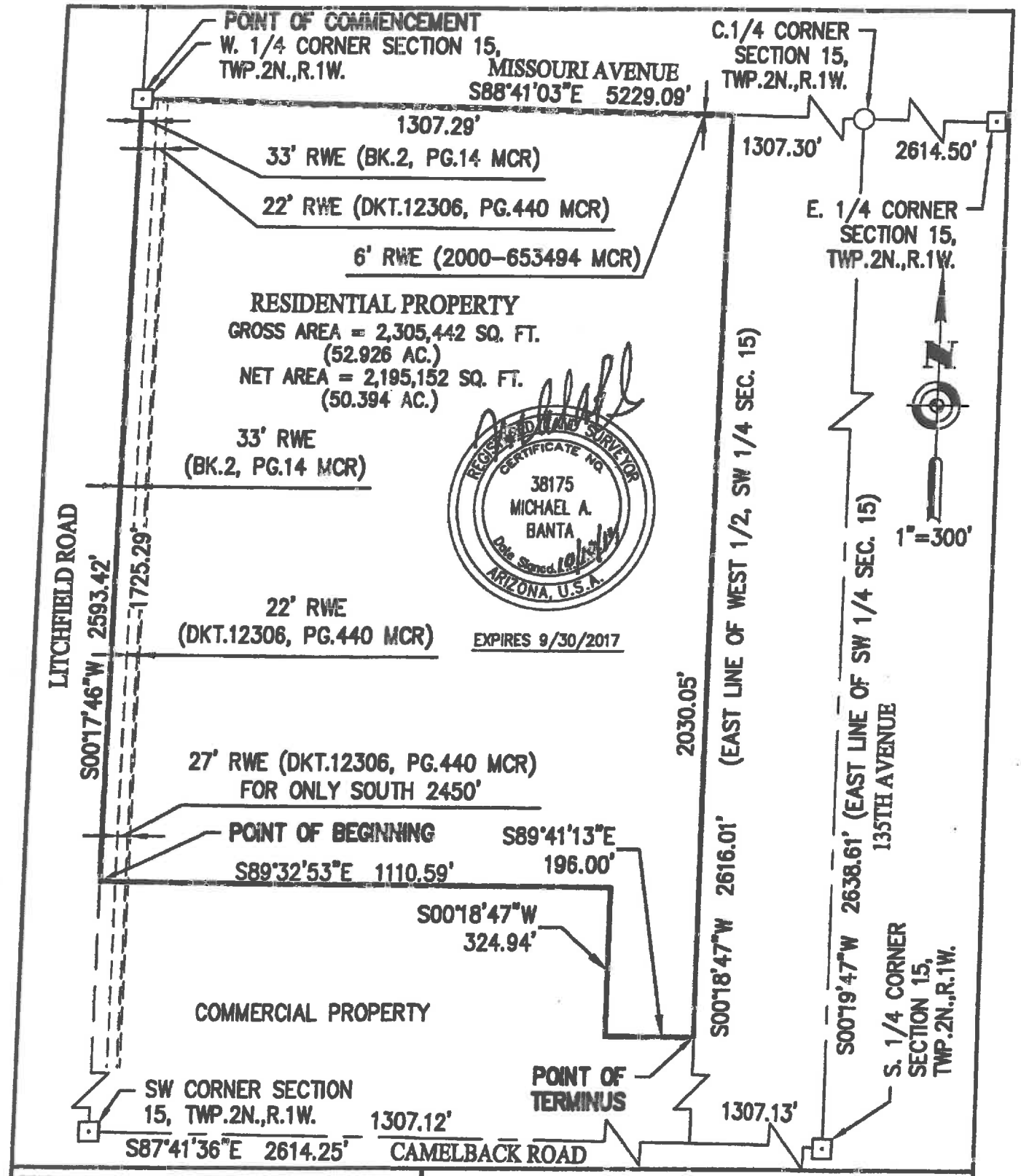
THENCE SOUTH 00° 18' 47" WEST, 324.94 FEET;

THENCE SOUTH 89° 41' 13" EAST, 196.00 FEET, TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER, AND THE **TERMINUS** OF THIS LINE DESCRIPTION.

CONTAINING 2,305,442 SQUARE FEET OR 52.926 ACRES MORE OR LESS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38175
MICHAEL A.
BANTA
Date Signed 10/16/14
ARIZONA, U.S.A.

Expires 09/30/2017



Hoskin • Ryan Consultants Inc.
creative engineering solutions

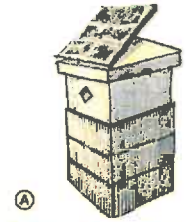
6245 N. 24th Parkway Suite #100 Phoenix, AZ 85016
Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

LA LOMA
RESIDENTIAL PROPERTY EXHIBIT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

G:\Projects\14\14-038 La Loma\Survey\DWG's\E-PURCHASE AGREEMENT dwg

EXHIBIT B, Page 1



Conceptual Amenity Legend

- (A) Historical Marker
- (B) Main Community Entry (Ref Preliminary Community Entry and Walls Exhibit)
- (C) Secondary Community Entry
- (D) Gateway Monument
- (E) Ramada
- (F) Tot Lot
- (G) Formal Tree Grove
- (H) Parkway
- (I) Game Lawn

Preliminary Amenities And Open Space Plan
Figure 4A

N
1"=200'

La Loma
Litchfield Park, Arizona

PRELIMINARY AMENITY PLAN

Collaborative V Design Studio

October 14, 2014

PRELIMINARY PLANT PALETTE

Site Plan, Landscape Plan *and* Pedestrian Linkages Plan
Figure 4B

N

La Loma
Litchfield Park, Arizona

PRELIMINARY LANDSCAPE PLAN

Collaborative V Design Studio

October 14, 2014

Housing Product and Streetscape

Figure 6

RANCH TERRITORIAL | MID-CENTURY MODERN | RANCH TERRITORIAL | SPANISH CONTEMPORARY | SPANISH COLONIAL

LA LOMA 50'S | STREETSCAPE

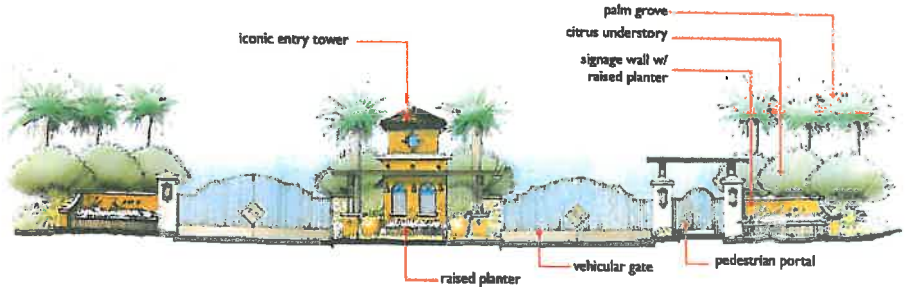
(70' WIDE LOTS)

RANCH TERRITORIAL | SPANISH COLONIAL | WESTERN RANCH | MID-CENTURY MODERN

LA LOMA 70'S | STREETSCAPE

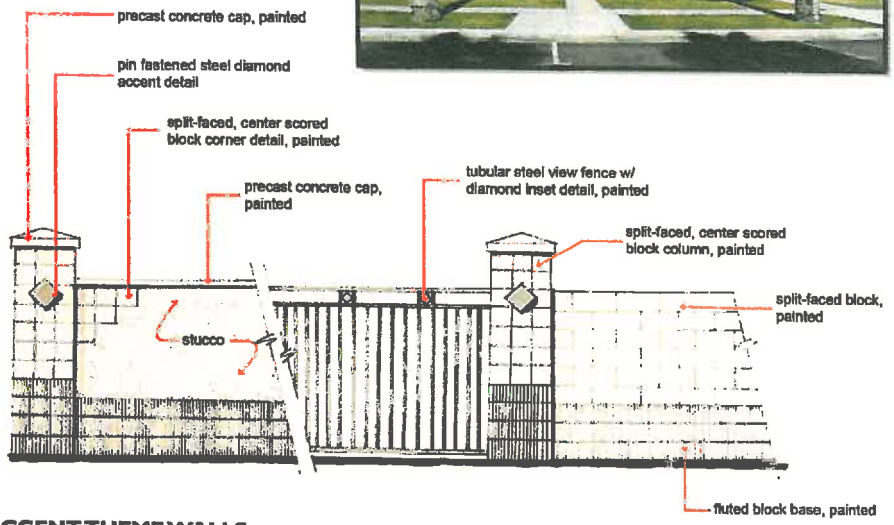
(90' WIDE LOTS)

EXHIBIT B, Page 3



MAIN COMMUNITY ENTRY ELEVATION

NTS



ACCENT THEME WALLS

Figure 3