

JUL 25 2011

ORDINANCE NO. 4314

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM COMMUNITY COMMERCIAL DISTRICT (C-2) TO PLANNED AREA DEVELOPMENT (PAD) (DVR11-0011 ARIZONA AVE & WARNER RD) LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA.

WHEREAS, application for rezoning involving certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days notice of time, place and date of public hearing; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

SECTION I. Legal Description of Property:

See Attachment 'A'.

Said parcel is hereby rezoned from C-2 to PAD, subject to the following conditions:

1. Development shall be in substantial conformance with the application materials (narrative, site plan, and sign representations), except as modified by condition herein.
2. The monument signs' sign panels shall have an integrated or decorative cover panel until a tenant name is added to the sign.

SECTION II. Except where provided, nothing contained herein shall be construed to be an abridgment of any other ordinance of the City of Chandler.

Exhibit 'A'

2001 N. ARIZONA AVENUE LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15 TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH ALONG THE WESTERLY LINE OF SAID SECTION 15, A DISTANCE OF 70.31 FEET; THENCE EAST A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 55.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 15 AND 70.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID SECTION 15; THENCE NORTH ALONG A LINE PARALLEL TO SAID WESTERLY SECTION LINE, A DISTANCE OF 195.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 23 SECONDS EAST, A DISTANCE 210.00 FEET; THENCE SOUTH, A DISTANCE OF 210.00 FEET TO A POINT 55.00 FEET NORTHERLY FROM THE SOUTHERLY SECTION LINE; THENCE SOUTH 89 DEGREES 40 MINUTES 23 SECONDS WEST ALONG A LINE PARALLEL TO SAID SOUTHERLY SECTION LINE, A DISTANCE OF 195.00 FEET; THENCE NORTH 45 DEGREES 09 MINUTES 48 SECONDS WEST, A DISTANCE 21.15 FEET TO THE POINT OF BEGINNING; EXCEPT THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT WHICH IS 62 FEET NORTH AND 95 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 7 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 23 SECONDS WEST ALONG A LINE WHICH IS PARALLEL TO THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 25 FEET; THENCE NORTH 45 DEGREES 09 MINUTES 48 SECONDS WEST TO A POINT WHICH IS 62.00 FEET NORTH OF SAID SOUTH LINE OF SECTION 15; THENCE NORTH 89 DEGREES 40 MINUTES 23 SECONDS EAST ALONG A LINE WHICH IS PARALLEL TO SAID SOUTH LINE OF SECTION 15 TO THE POINT OF BEGINNING; AND EXCEPT THAT PORTION CONDEMNED IN DOCUMENT NO. 2005-839498, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 00 DEGREES 06 MINUTES 55 SECONDS WEST A DISTANCE OF 70.31 FEET ALONG THE WEST LINE OF SAID SECTION 15; THENCE NORTH 89 DEGREES 53 MINUTES 05 SECONDS EAST A DISTANCE OF 56 FEET TO THE EAST RIGHT OF WAY LINE ARIZONA AVENUE AND POINT OF BEGINNING; THENCE NORTH 00 DEGREES 06 MINUTES 55 SECONDS EAST A DISTANCE OF 195.00 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES 33 MINUTES 33 SECONDS EAST A DISTANCE OF 6.50 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 55 SECONDS EAST A DISTANCE OF 2.34 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 05 SECONDS EAST 5.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 55 SECONDS EAST A DISTANCE OF 66.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 05 SECONDS WEST A DISTANCE OF 4.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 55 SECONDS EAST A DISTANCE OF 114.16 FEET; THENCE SOUTH 45 DEGREES 16 MINUTES 41 SECONDS EAST A DISTANCE OF 28.20 FEET TO THE NORTH RIGHT OF WAY LINE OF WARNER ROAD; THENCE SOUTH 89 DEGREES 33 MINUTES 33 SECONDS WEST A DISTANCE OF 19.50 FEET ALONG SAID NORTH RIGHT OF WAY; THENCE NORTH 45 DEGREES 16 MINUTES 41 SECONDS WEST A DISTANCE OF 11.28 FEET TO THE POINT OF BEGINNING.

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JUL 25 2011

RESOLUTION NO. 4314

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) TO PROVIDE ALTERNATIVE TRANSPORTATION SERVICES (CAB COUPON) FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES FOR FY2009/10.

WHEREAS, the City of Chandler desires to provide subsidized taxicab coupons for Chandler residents that are eligible for Dial-A-Ride services, to provide additional transportation options for senior citizens and persons with disabilities; and

WHEREAS, it is deemed in the best interest of the City of Chandler and the citizens thereof to provide additional transportation options for senior citizens and persons with disabilities for FY2009/10; and

WHEREAS, an Intergovernmental Agreement (IGA) Amendment with the Regional Public Transportation Authority (RPTA) is required to operate the Alternative Services program; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor is authorized to sign and execute the Intergovernmental Agreement (IGA) Amendment with the Regional Public Transportation Authority (RPTA) to provide Alternative Transportation Services (Cab Coupon) for senior citizens and persons with disabilities for FY2009/10 not to exceed the amount of \$50,000 on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2009.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4314 was duly passed and adopted by the City council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of ____, 2009, and that a quorum was present thereat.

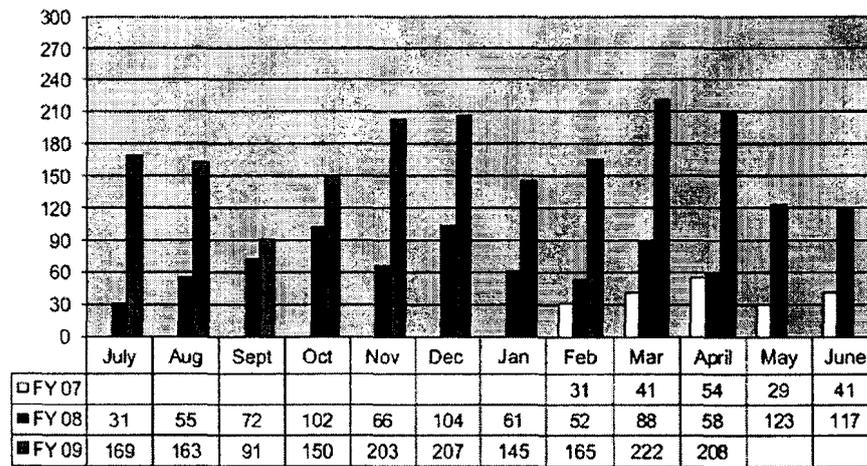
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *CH for*



Chandler- Cab Trips



**INTERGOVERNMENTAL
AGREEMENT AMENDMENT
The REGIONAL PUBLIC TRANSPORTATION AUTHORITY
AND
CITY OF CHANDLER**

CONTRACT No. 118-33-2010

(Funding Agreement – Alternative Transportation Services 09-10)

As of the 1st day of July 2009, this amends the following items of the Intergovernmental Agreement entered into between the City of Chandler and the RPTA, dated the July 1, 2007, as amended July 1, 2008.

The following section is hereby added to the agreement entered into July 1, 2007.

SECTION 3 GENERAL PROVISIONS

M. COMPLIANCE WITH THE E-VERIFY PROGRAM

Warrant of Compliance - Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

Breach of Warranty - A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

Right to Inspect - Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

Random Verification - Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

Federal Employment Verification Provisions – No Material Breach. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

Inclusion of Article in Other Contracts - The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

N. LEGAL COMPLIANCE AND PROHIBITION

To the extent applicable, RPTA and CITY each warrant compliance with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction over transit services provided via this Agreement, and all applicable employment laws, rules and regulations, including to the extent applicable, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Parties acknowledge that a breach of this warranty is a material breach of this Agreement and parties are subject to penalties for violation(s) of this provision, including termination of this Agreement. CITY and RPTA each retain the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to this Agreement to ensure compliance with this warranty. Any and all costs associated with inspections are the sole responsibility of the party subject to inspection. RPTA and CITY each hereby agree to indemnify, defend and hold each other harmless for, from and against all losses and liabilities arising from any and all violations thereof. In addition, the parties each certify that it does not have a scrutinized business operation in either Iran or Sudan. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

The following section replaces and supersedes that section of the agreement entered into July 1, 2008.

The attached Schedule A replaces and supersedes Attachment A dated July 1, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day
of _____, 2009.

By: _____
Boyd W. Dunn
Mayor

By: _____
David A. Boggs
Executive Director

ATTEST: _____
Chandler City Clerk

ATTEST: _____
Jon Medwin
Contracts and Procurement Manager

ATTEST: _____
Michael Taylor
Acting Deputy Executive Director
Finance

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

For the City of Chandler *CH ja*

Attorney for RPTA

SCHEDULE A

The City of Chandler agrees to participate and financially support the Alternative Transportation Services program for Fiscal Year 2009-2010. The City of Chandler shall fund this project in the amount of \$50,000.00 for the period July 1, 2009 to June 30, 2010. The City of Chandler will pay for the project in twelve (12) monthly installments of \$4,166.67. Payment of invoices shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

East Valley Ride Choice Budget

Revenue	Mesa	Chandler	Gilbert	Scottsdale	Tempe	TOTAL
Cities Contribution	\$350,000	\$50,000	\$20,000	\$15,000	\$50,000	\$485,000
Contribution from FF 08 NF Grant	\$50,000					\$50,000
Contribution from FF 09 NF Grant (Super Senior)	\$38,700					\$38,700
Contribution from FF 09 NF Grant (Recurring Trips)	\$53,000					\$53,000
Contribution from FF 08 NF Grant (About Care, Mileage)		\$36,000	\$13,000			\$49,000
Contribution from FF 08 NF Grant (Travel Training)				\$15,000	\$15,000	\$30,000
Co-Pay Revenue Coupons (\$0.30 per \$1.00 coupon for Mesa and \$0.25 per \$1.00 coupon other cities)	\$60,000	\$14,585	\$4,190	\$0	\$13,791	\$92,566
Total Revenue	\$551,700	\$100,585	\$37,190	\$30,000	\$78,791	\$798,266

Scottsdale's funding from excess PTF

Expenses	Mesa	Chandler	Gilbert	Scottsdale	Tempe	TOTAL
Expected Taxi Company Bill*	\$162,524	\$47,409	\$13,620	\$0	\$44,827	\$268,380
Payments to Participants for Mileage Reimbursement	\$156,632					\$156,632
Total Reimbursement to Taxi Companies or Participants	\$319,156	\$47,409	\$13,620	\$0	\$44,827	\$425,012
Veolia Administrative Costs	\$182,600	\$13,488	\$8,300	\$0	\$3,113	\$207,500
About Care		\$36,000	\$13,000			\$49,000
RPTA Admin, Printing, & Marketing Costs	\$49,944	\$3,689	\$2,270	\$0	\$851	\$56,754
Travel Training	\$0	\$0	\$0	\$30,000	\$30,000	\$60,000
Total Expenses	\$551,700	\$100,585	\$37,190	\$30,000	\$78,791	\$798,266
Budgeted Taxi Coupons Available	200,000	58,340	16,761	0	55,163	

*We estimate 81.3% of the Taxi Coupons purchased will be redeemed. Based on current FY 09 data