



Date: March 26, 2014

To: City of Coolidge, Attn: Mr. Rick Miller, Growth Management Director

From: Leila DeMaree, Senior Planner- City of Casa Grande

Subject: 60-day comments on the City of Coolidge General Plan 2025

Thank you for allowing the City of Casa Grande to provide comments on the City of Coolidge Draft General Plan 2015. Below are the comments:

1. There are two areas included in the City of Coolidge's planning boundary that are encroaching into the established City of Casa Grande's Planning Boundary (see attached graphic).
2. These areas were also included within the approved Casa Grande's General Plan 2020. The land use designations of these areas within the City of Casa Grande General Plan 2020 are as follows: Rural (east of the CAC), and Rural (NWC of SR 287 and Eleven Mile Corner). Meanwhile, the City of Coolidge land use designations for these areas are as follows: Business and Commerce, Rural Ranchette, and Agriculture.
3. These areas were also delineated as part of the east side planning area of the City of Casa Grande's per the signed Intergovernmental Agreements between the Cities of Coolidge and Casa Grande signed January and March 2005 (copy attached)

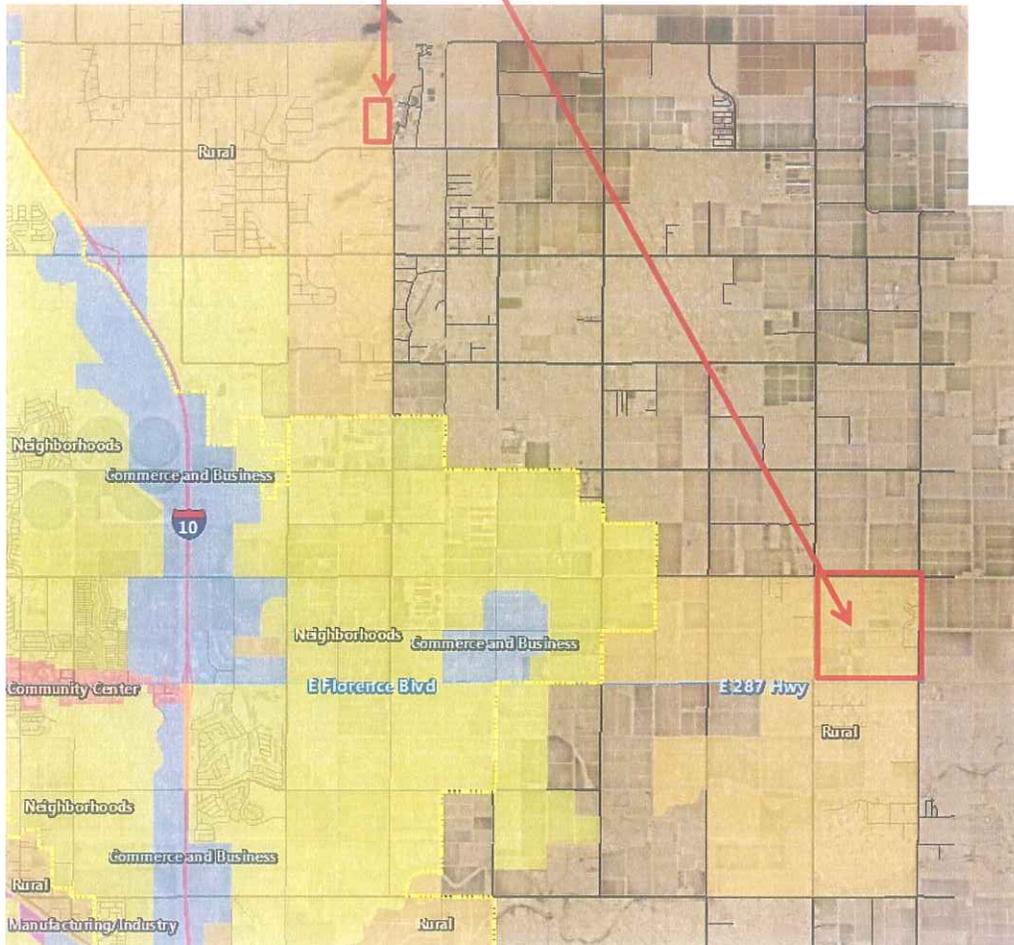
The City of Casa Grande is respectfully requesting the City of Coolidge to honor the signed IGAs and to redraw the Coolidge's Planning Area and General Plan boundary to exclude these areas.

CC:

Mayor Robert Jackson, City of Casa Grande
Jim Thompson, City Manager
Paul Tice, Planning and Development Director

City of Casa Grande General Plan 2020

Subject areas with comments:



OFFICIAL
COPY

C. G. CONTRACT NO. 1204-12
263.13

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASA GRANDE
AND THE CITY OF COOLIDGE TO ESTABLISH MUTUAL UNDERSTANDINGS
REGARDING THE FUTURE LOCATION OF THE CITY OF CASA GRANDE'S AND
THE CITY OF COOLIDGE'S WESTERN AND EASTERN BOUNDARIES
RESPECTIVELY

WHEREAS, the parties to this Intergovernmental Agreement ("Agreement") desire to enter into an intergovernmental agreement to establish mutual understandings regarding possible future location of the western and eastern boundaries respectively.

WHEREAS, it is in the best interest of the City of Casa Grande and the City Coolidge to enter into this Agreement to avoid any future misunderstandings or disagreements and to assure proper planning of future developments.

WHEREAS, it is the desire of the City of Casa Grande and the City of Coolidge to agree to establish areas along and between their mutual boundaries wherein each will consider annexation petitions and where each will defer such petitions to the other; and

WHEREAS, it is in the best interest of the City of Casa Grande and City of Coolidge to enter into this Agreement to avoid any future misunderstandings or disagreements and to assure proper planning of future developments.

THEREFORE, in consideration of the covenants and conditions contained in this agreement, the parties agree as follows:

a. For the purposes of this Agreement, the future eastern boundary of Casa Grande for all territory north of I-8 and the future western boundary for Coolidge for all territory north of I-8 shall be as follows: East along Millrise Road to Cox Road; South along Cox Road to Val Vista Road; East along Val Vista Road to Overfield Road; South along Overfield Road to Storey Road; East along Storey Road to Tweedy Road; South on Tweedy Road to Selma Highway (the "Boundary", attached as Exhibit "A").

b. It is recognized by Casa Grande and Coolidge that any annexations on either side of the Boundary are subject to citizen petitions pursuant to the provisions of A.R.S. § 9-471 et seq. It is further recognized that neither Casa Grande nor Coolidge can prohibit citizens from either side of the Boundary from petitioning one or the other for annexation. However, to the extent the law allows, it is hereby mutually agreed that neither Casa Grande nor Coolidge will seek annexation petitions from citizens on the side of the Boundary opposite each Cities' respective side of the Boundary.

c. The Cities agree that sewer and water infrastructure shall be shared whenever and wherever possible and practical at all places along the designated Boundary.

d. The Cities agree that upon the election of any new City council member, the City Council shall act to re-affirm this agreement at the next regularly scheduled City Council meeting after the swearing in of the newly elected council member.

e. Should any challenges be brought to the validity of this agreement or any parts thereof, Casa Grande and Coolidge agree to share equally in the costs associated in defending such litigation, including court costs and attorneys' fees.

f. No amendment or modification of this Agreement shall be valid unless reduced to writing and approved by the Councils of both Cities and executed in the same manner as this Agreement is executed.

g. This Agreement contains the entire understanding between the Cities hereto, and supersedes all prior and contemporaneous agreements and understandings, whether implied, oral or written, except as contained herein.

h. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in conformance with the laws of the State of Arizona.

i. The parties hereto agree that any and all disputes arising out of this Agreement shall be brought under the jurisdiction of the Pinal County Superior Court.

1. **RECITALS.** The recitals set forth above are incorporated into the terms and conditions of this Agreement.

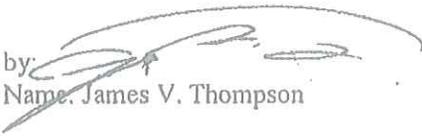
2. **TERM.** This agreement shall be binding upon the parties and their successors for an indefinite term. This Agreement shall be effective as of the date it is filed with the Pinal County Recorder. However, any party can terminate their participation in this Agreement effective upon the giving of sixty (60) days prior written notice to the other party or parties. Any modification, termination, or extension shall be made by formal written notice and executed by the parties hereto.

3. **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by delivery or by certified mail upon the City Clerk of each party to this Agreement.

IN WITNESS WHEREFORE, the parties hereto have given their respective consents and execute this Agreement by and through their respective officers duly authorized.

IN WITNESS WHEREFORE, the parties hereto each sign this Intergovernmental Agreement between the City of Casa Grande and the City of Coolidge. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Intergovernmental Agreement by formal approval of the jurisdiction's governing body.

CITY OF CASA GRANDE, a municipal corporation

by: 
Name: James V. Thompson

CITY OF COOLIDGE, a municipal corporation

by: 
Name: Robert F. Flatley

Title: Casa Grande City Manager
date: 1/24, 2005.

Title: Coolidge City Manager
date: 3/29, 2005.

ATTEST:

Gloria Leija
Gloria Leija, City Clerk MCC.

ATTEST:

Norma Ortiz
Norma Ortiz, City Clerk

APPROVED AS TO FORM:

Scott McCoy
Scott McCoy, City Attorney

APPROVED AS TO FORM:

Jim Ytze
City Attorney

STATE OF ARIZONA)
County of Pinal) ss

City Manager
Acknowledgment

On this 24 day of Jan, 2005, James V. Thompson who acknowledged himself to be the Casa Grande City Manager personally appeared before the undersigned and that he, as such City Manager, being authorized to do so, executed the Agreement between the City of Casa Grande and the City of Coolidge (identified in City of Casa Grande records as C.G. Contract No. 1204-2) in the capacity therein stated and for the purposes therein contained by signing his name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Gloria Leija
Notary Public

My commission expires:



STATE OF Arizona)
County of Pinal) ss

City Manager
Acknowledgment

On this 29 day of March, 2005, Robert F. Flatley personally appeared before the undersigned and acknowledged herself/himself to be the City Manager of the City of Coolidge, being authorized so to do, executed the Agreement between City of Casa Grande and the City of Coolidge (identified in City of Casa Grande records as C.G. Contract No. 1204-2) in the capacity therein stated and for the purposes therein contained by signing his/her name.

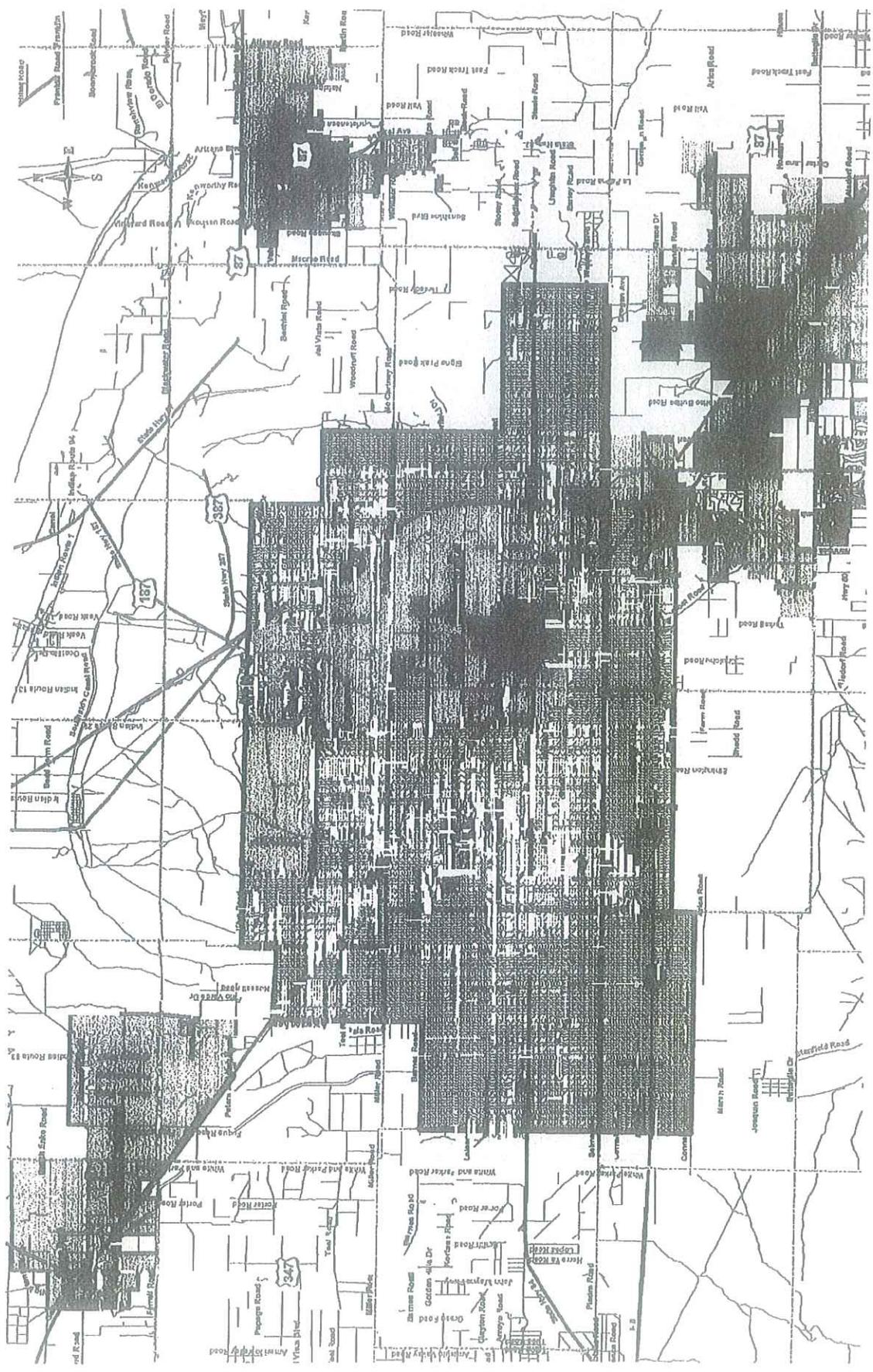
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Monica G. Daniels
Notary Public

My commission expires: 1/26/09



EXHIBIT A



AMENDED RESOLUTION NO. 05-03

A RESOLUTION OF THE COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, AUTHORIZING THE ADOPTION OF AN AGREEMENT WITH CASA GRANDE, ARIZONA, ESTABLISHING MUTUAL UNDERSTANDINGS REGARDING FUTURE LOCATION OF COOLIDGE'S WESTERN BOUNDARY AND CASA GRANDE'S EASTERN BOUNDARY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTATION.

WHEREAS, it is desirable for Casa Grande and Coolidge to arrive at an understanding regarding the possible location of the western and eastern boundaries respectively; and

WHEREAS, it is the desire of Casa Grande and Coolidge to agree to establish areas along and between their mutual boundaries wherein each will consider annexation petitions and where each will defer such petitions to the other; and

WHEREAS, it is in the best interest of Casa Grande and Coolidge to enter into this Agreement to avoid any future misunderstandings or disagreements and to assure proper planning of future developments.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, as follows:

The Mayor and Council of the City of Coolidge hereby:

1. Approve the terms and conditions of an agreement with the City of Casa Grande as set forth below:

a. For the purposes of this Agreement, the future eastern boundary of Casa Grande for all territory north of I-8 and the future western boundary for Coolidge for all territory north of I-8 shall be as follows: East along Millrise Road to Cox Road; South along Cox Road to Val Vista Road; East along Val Vista Road to Overfield Road; South along Overfield Road from Val Vista to Storey Road; East along Storey Road to Tweedy Road; South on Tweedy Road to Selma Highway (the "Boundary", attached as Exhibit "A")

b. It is recognized by Casa Grande and Coolidge that any annexations on either side of the Boundary are subject to citizen petitions pursuant to the provisions of A.R.S. § 9-471 et seq. It is further recognized that neither Casa Grande nor Coolidge can prohibit citizens from either side of the Boundary from petitioning one or the other for annexation. However, to the extent the law allows, it is hereby mutually agreed that neither Casa Grande nor Coolidge will seek annexation petitions from citizens on the side of the Boundary opposite each Cities' respective side of the Boundary.

c. The Cities agree that sewer and water infrastructure shall be shared whenever and wherever possible and practical at all places along the designated Boundary.

d. The Cities agree that upon the election of any new City council member, the City Council shall act to re-affirm this Agreement at the next regularly scheduled City Council meeting after the swearing in of the newly elected council member.

c. Should any challenges be brought to the validity of this Agreement or any parts thereof, Casa Grande and Coolidge agree to share equally in the costs associated in defending such litigation, including court costs and attorneys' fees.

f. No amendment or modification of this Agreement shall be valid unless reduced to writing and approved by the Councils of both Cities and executed in the same manner as this Agreement is executed.

g. This Agreement contains the entire understanding between the Cities hereto, and supersedes all prior and contemporaneous agreements and understandings, whether implied, oral or written, except as contained herein.

h. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in conformance with the laws of the State of Arizona.

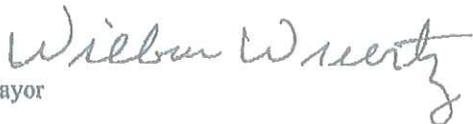
i. The parties hereto agree that any and all disputes arising out of this Agreement shall be brought under the jurisdiction of the Pinal County Superior Court.

j. This Agreement shall be binding upon the parties and their successors for an indefinite term. This Agreement shall be effective as of the date it is filed with the Pinal County Recorder. However, any party can terminate their participation in this Agreement effective upon the giving of sixty (60) days prior written notice to the other party or parties. Any modification, termination, or extension shall be made by formal written notice and executed by the parties hereto.

k. Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by delivery or by certified mail upon the City Clerk of each party to this Agreement.

2. Authorize the execution of the agreement by the City Manager and other documentation necessary to implement the purposes set forth herein.

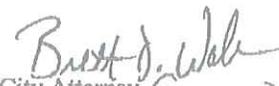
PASSED AND ADOPTED by the Mayor and Council of the City of Coolidge, Arizona, this 14th day of March, 2005.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney (ACTING)