	Planning and Zoning Commission STAFF REPORT	AGENDA # _____

TO: **CASA GRANDE PLANNING AND ZONING COMMISSION**

FROM: **Laura Blakeman, City Planner**

MEETING DATE: **December 4, 2014**

REQUEST

Request by Daryl Potyczka, for the following land use approval:

1. **DSA-14-00128: Major Site Plan/Final Development Plan** for a proposed 3,100 square foot Dentistry office located at 1569 E. Florence Boulevard.

APPLICANT/OWNER

Daryl Potyczka 1355 E. Florence Boulevard Casa Grande, AZ 85122 P: 520-836-0100 Email: potyczka@hotmail.com	Same as applicant

HISTORY

January 28, 1928: The Granada Fig Farms Unit No. 2 final plat was recorded.

June 6, 1984: The Desert Professional Center final plat was recorded.

March 17, 1986: The site was annexed into the city limits.

November 16, 1987: The site received official zoning of B-2 (General Business) with the adoption of the Zoning Ordinance and map.

November 9, 1992: DSA-10-00298: The Desert Office Center plat was recorded.

January 4, 1996: CGPZ-052-095: The Major Site Plan/Final Development Plan for a retail/office building was approved by the Planning Commission (Exhibit A).

June 10, 2014: DSA-14-00030: The Board of Adjustment approved the Variance from Section 17.24.150: To have a minimum 10 foot front yard setback, whereas the minimum front yard setback in the B-2 zone district is 35 feet.

PROJECT DESCRIPTION	
Site Area	.55 acres
Zoning	B-2 (General Business)
General Plan Designation	*Community Center*

Surrounding Area Land Use and Zoning

Direction	General Plan Designation	Existing Zoning	Current Uses
North	*Community Center*	PAD (Planned Area Development)	Home Depot PAD development
South	*Neighborhoods*	B-2 (General Business), PAD (Planned Area Development	Fiesta Grande RV Park
East	*Community Center*	B-2 (General Business)	Heritage Funeral Home
West	*Community Center*	B-2 (General Business)	Jiffy Lube, Desert Professional Center

Aerial of the site:

Overview

The Major Site Plan request is for a dentistry building for Casa Grande Family Dentistry. The site (.55 acres) will consist of a one story, 3,100 square foot building located on a vacant infill site located south of Florence Boulevard and east of Fiesta Boulevard. (see Exhibit A).

Currently, the Casa Grande Family Dentistry is operating within the Tri-Valley Shopping Center located at 1355 E. Florence Boulevard. The relocation of the dentistry is aimed at accommodating future growth.

CONFORMANCE WITH MAJOR SITE PLAN REVIEW/FINAL DEVELOPMENT PLAN CRITERIA 17.68.070

Section 17.68.070 of the Zoning Code sets forth various review criteria that need to be evaluated in conjunction with the consideration of a Major Site Plan application. Staff's analysis of how the proposed Major Site Plan complies with each of these criteria is as follows:

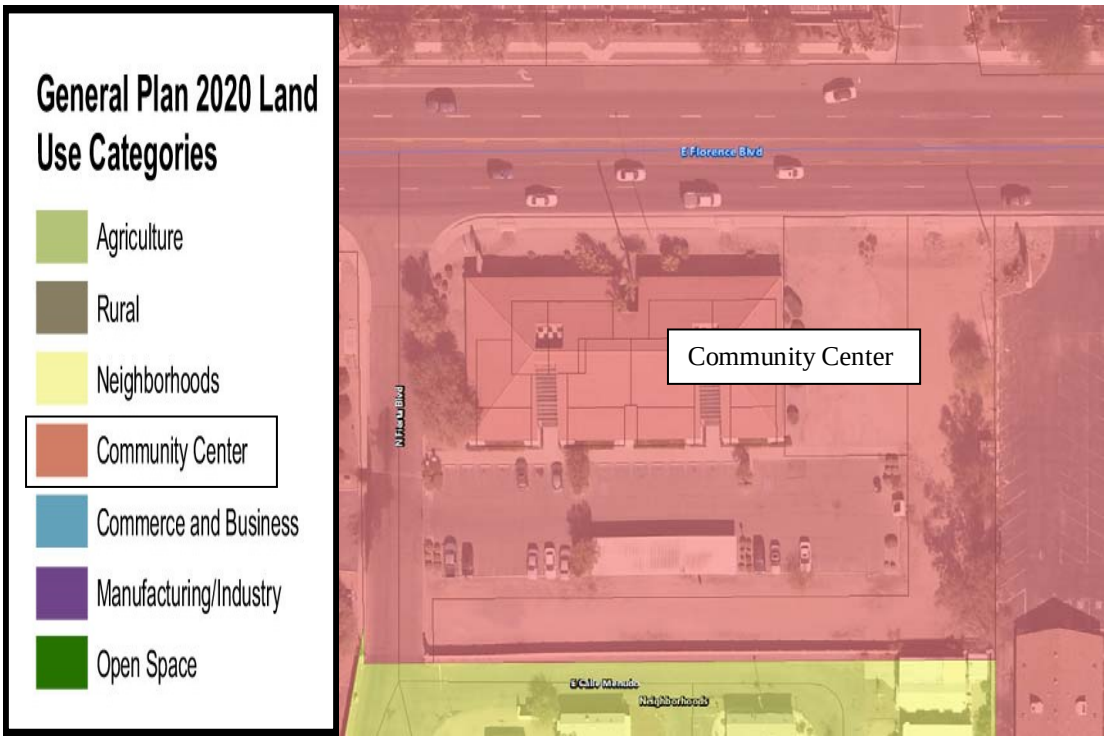
1) **Relationship of the plan elements to conditions both on and off the property**

   The site is located on a .55 acre site that provides sufficient area to accommodate the proposed request.

   The infill site is located in a prime location for commercial development as it is located along a principal arterial, Florence Boulevard. The proposed dental office, fits into the surrounding area, as a variety of commercial and retail development are located along the Florence Boulevard corridor.

2) **Conformance to the City's General Plan**

   The General Plan 2020 Land Use designation for the site is *Community Center.*

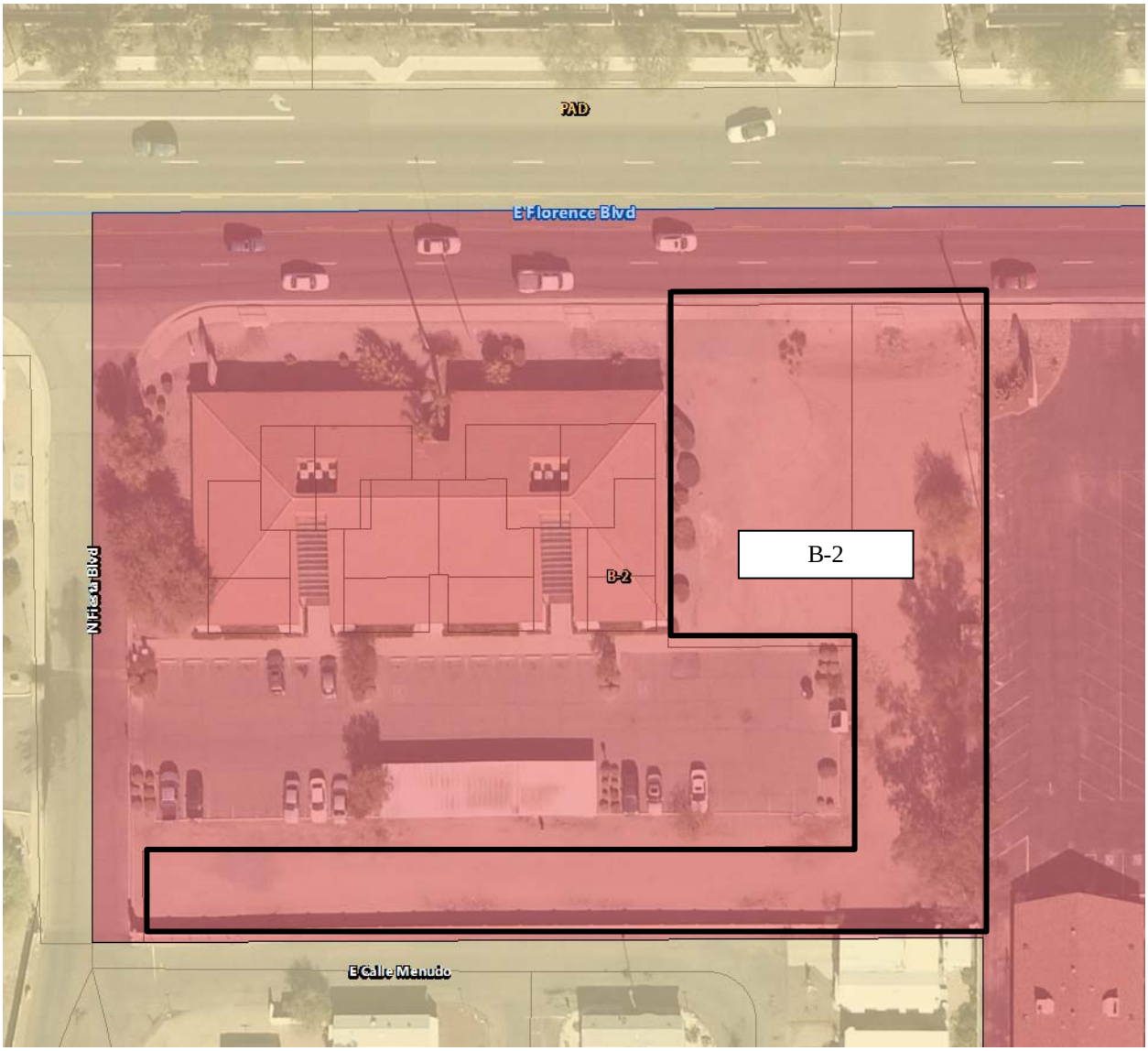


The *Community* Center land use category allows the most intense development in terms of Floor Area Ratio (FAR) and density, in Casa Grande. This land use encourages a mix of land uses and appropriate intensities that can reduce the need to travel by car. The intent of the built environment provides a variety of vertical and horizontal mixed uses with mobility geared toward pedestrian access and to create a more urban and less suburban type of development form.

The proposed building will be placed closer to the Street (Florence Boulevard), with the parking to the side and rear of the building which meets the Community Center land use form. The building will be setback 10' feet from the property line, which brings the building in line with the adjacent Desert Professional Office building to the west.

3) **<u>Conformance to the City's Zoning Ordinance</u>**

The site is zoned B-2 (General Business). The B-2 zoning district is primarily the retail and services zone. The uses allowed in the B-2 district are to provide goods and services on a community market scale and located in areas which are served by arterial streets. Based on the zoning for the site, a dentistry office is a permitted land use in the B-2 zoning district.



Staff has determined that the lot width does not meet the 150' foot minimum of the B-2 zoning district; however, the substandard lot width is the result of the final plat that was approved by the City in a lot reconfiguration that occurred in 1992. The unusual lot configuration is a result of a previous lot split from previous owners of the property.

4) <u>The impact of the plan on the existing and anticipated traffic and parking conditions & pedestrian and vehicular ingress and egress</u>

Per City Code Section 15.32.060, the site does not require a Traffic Impact Analysis as the use of the site will generate less than 100 vehicle trips per day accordingly the City Traffic Engineer has approved a waiver of the TIA submittal for this development in accordance with our standard policy.

Direct access to the site is from Florence Boulevard, a principal arterial.

Because Florence Boulevard (at this location) is a considered a principal arterial according to the Small Area Transportation Study, the owner of the site is required to dedicate 40 feet of right-of-way. This dedication significantly limits the amount of developable land and the applicant's ability to meet the required 35 foot front yard setback on this irregularly shaped lot. Therefore, the owner received a variance to have the building located 10 from the north property line.

A secondary access is through Fiesta Boulevard, which serves as an entrance to the Desert Professional Center and Fiesta Grande RV Park. The site has an approved joint use/easement agreement that was previously established in 1996. This agreement allows the joint use of the parking lots for parking and ingress/egress for the Desert Professional Center and the proposed dentist office (See Exhibit D).

The site will have pedestrian connectivity with the proposed sidewalk connection from the entrance of the building extending north to Florence Boulevard and south to the parking area. The site is providing a bike rack located on the south west side of the building.

Parking requirements for the project are based on the code requirement of one space per 200 square feet of floor area. Based on this calculation, the required parking is 14 spaces for the dentistry office and the site plans shows 14 parking spaces proposed. In addition, the site plan shows the overall parking compliance for the entire site, to ensure there is no shortage of parking with the new building and associated site improvements.

5) <u>The adequacy of the plan with respect to land use;</u>

N/A

6) <u>Building location, height & Building Elevations;</u>

The proposed dentistry building is single story, approximately 21 feet in height and 3,100 square feet in size (See Exhibit C - Elevations).

The majority of the building's exterior will be a combination of stucco finish over integrated with horizontal siding, metal shade canopies and several colors to add architectural variation to all elevations. The main entrance is located at the west side of the building and incorporates a window storefront framed by a metal canopy.

7) <u>Landscaping;</u>

The final landscape plan for the site shows compliance with city code requirements (See Exhibit B – Landscape Plan). The proposed trees for the site will be 24" box trees, which exceeds the minimum code requirement of 15" box

trees. The majority of the landscaping will be located within the retention basin to the south of the site.

8) <u>Lighting;</u>

There are three 16' foot light poles located within the site to provide sufficient lighting for the site. The proposed building will incorporate attached decorative lighting to complement the building's exterior and provide lighting for security measures.

All lighting is designed with full-cutoff fixtures and complies with the provisions of City Code section 15.48.050.

9) <u>Provisions for utilities;</u>

According to the utility plans submitted by G-mar Consulting Engineers Inc., a new water line will be constructed to connect to the existing water line located in the Florence Boulevard right-of-way.

A new sewer service line will be constructed to the existing sewer line located in the existing parking lot to the south.

10)<u>Site drainage & Grading;</u>

According to the drainage plan submitted by G-mar Consulting Engineers, Inc., no offsite flows negatively affect this site. Florence Boulevard right-of-way flows west and south and is contained within the curb and gutter.

On-site retention has been provided for the 100-year, 2 –hour storm event. The total area provided for includes the southern right of way for Florence Boulevard and the east half right of way for Fiesta Boulevard.

The retention area will be upgraded and provided along the south property line in the existing landscaped area.

All on-site storm flows are controlled onsite for the 100-year storm event. Any flows and volume above and beyond the required design storm event ultimately outfall to the southwest of the site into the Fiesta Boulevard right-of-way.

11)<u>Open space;</u>

See landscaping section of the Major Site Plan/Final Development Plan.

12)<u>Loading and unloading areas;</u>

N/A.

13)<u>Signage;</u>

Signage requires a separate permit and shall be subject to the sign requirements of the B-2 zoning district.

14)<u>Screening;</u>

N/A.

15)<u>Setbacks;</u>

The building meets the setbacks as established by the B-2 Zoning District except for the 10 foot front yard setback which was approved with a Variance granted by the Board of Adjustment.

Building Setbacks:
Front – 10 ft. (Variance granted with DSA-14-00030)
Rear – 15 ft.
Interior side – aggregate of 15 ft.
Residential zone boundary – 45 ft.
Maximum building height – 35 ft.

STAFF RECOMMENDATION

Public hearing notification efforts for this request meet the requirements set out by City Code. They include:

1) A notice of time, date, place, and purpose of the public hearing was published in the Casa Grande Dispatch on November 18, 2014.
2) A notice was mailed on November 13, 2014 to each owner of property situated within two hundred feet of the site. An affidavit confirming this mailing is within the project file.
3) A notice was posted by the applicant on the subject site on November 17, 2014. An affidavit confirming this posting was also supplied by the applicant.

Inquiries/Comments

Staff received general inquiries about the project from Sarge Glenn, representing owners of the Desert Professional Center and he requested a copy of the joint use parking/easement agreement.

STAFF RECOMMENDATION

Staff recommends the Commission approve the Major Site Plan/Final Development Plan (DSA-14-00128) for Casa Grande Family Dentistry.

Exhibits:
Exhibit A – Site Plan
Exhibit B – Landscape Plan
Exhibit C – Building Elevations
Exhibit D – Joint Use Agreement & Easement

Exhibit A – Site Plan

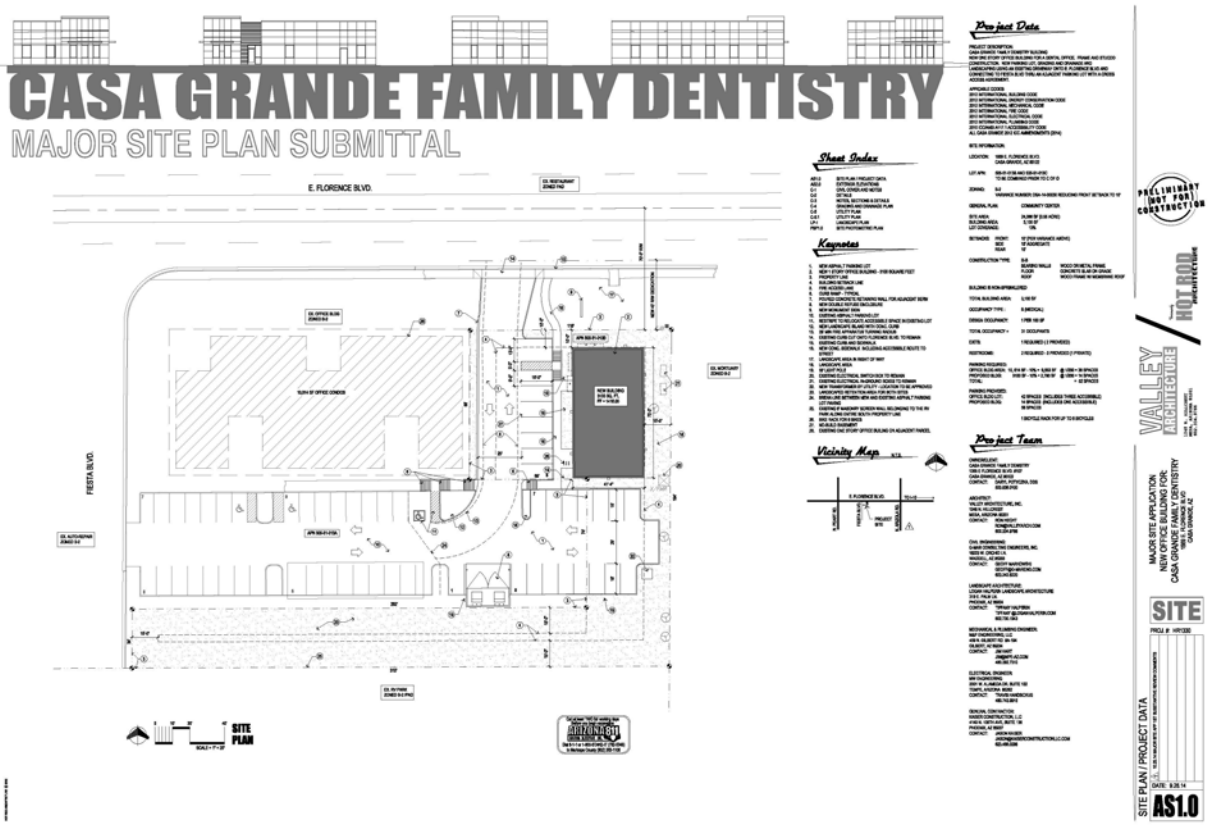


Exhibit B – Landscape Plan

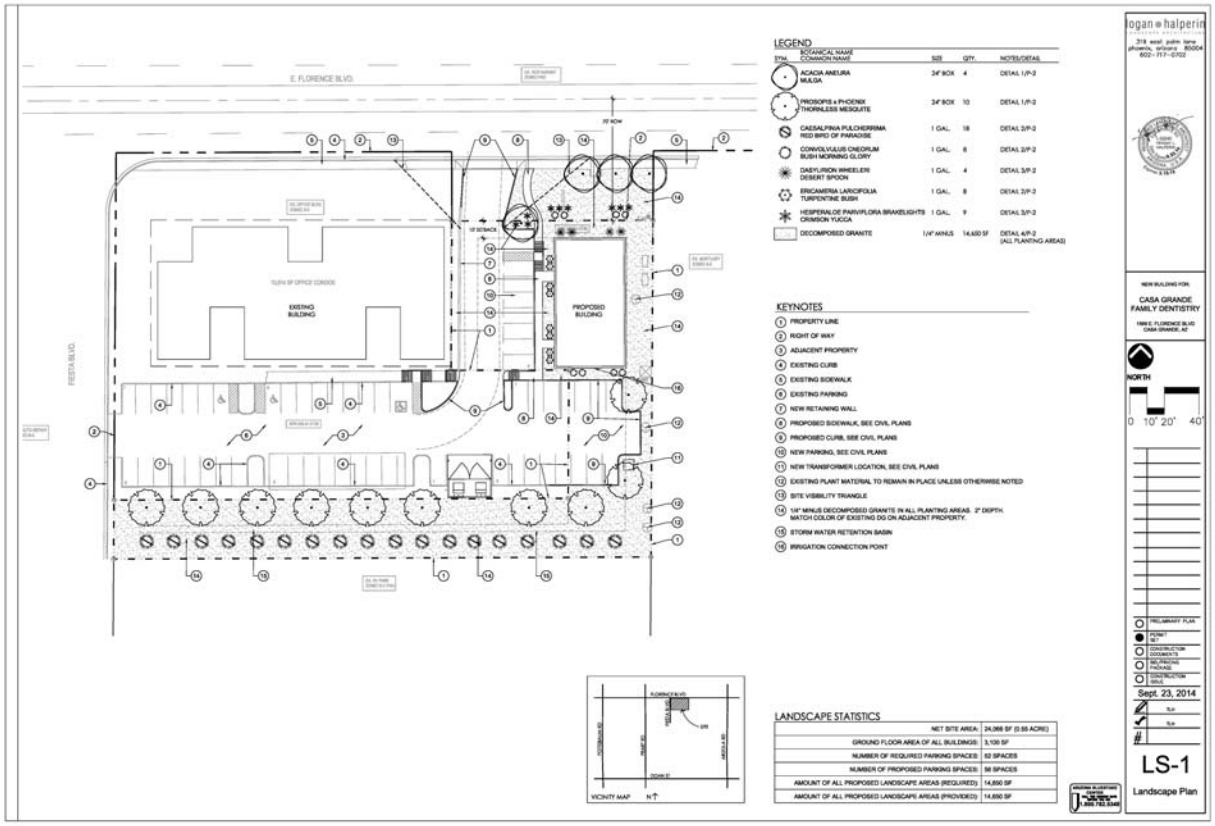


Exhibit C – Elevations

Exhibit D – Joint Use Agreement & Easement

NOTICE OF SPECIAL MEETING

A special meeting of the owners of the Desert Professional Center will be held on January 26, 1996, at 9:00 p.m., in the offices of Howard and Glenn, P. C., 550 East Cottonwood Lane, Casa Grande, Arizona. The agenda shall include the following:

1. The approval of a Joint Use Agreement with Gene Lehman concerning the parking lot and other facilities at Desert Professional Center.

2. Any necessary amendment of the Declaration of Desert Professional Center or any rules or regulations published thereunder to effect the implementation of the Joint Use Agreement.

3. The designation of Brett Eisele as the spokes person for Desert Professional Center to finalize the negotiation of the Joint Use Agreement and to execute the same when it is available.

4. Any and all other actions deemed necessary and appropriate by majority vote of the owners present in connection with the above.

Dated this 10th day of January, 1996.

Joseph W. Howard

Brett Eisele

Cross parking + access easement.

JOINT USE AGREEMENT

AND

EASEMENT

This agreement is made and entered into this _____ day of February, 1996, by and between Desert Professional Center, a Horizontal Property Regime, and Gene Lehman and Judy Lehman, husband and wife.

Desert Professional Center is the owner of certain real property located in Pinal County, Arizona, and more particularly described as follows:

Desert Professional Center, according to the Declaration of the Horizontal Property Regime, recorded in Cabinet 1288, page 22, and plat recorded in Cabinet A, Slide 141, records of Pinal County, Arizona and amended at Docket 1865, page 902.

Lehman is the owner of certain real property located in Pinal County, Arizona, and more particularly described as follows:

The North 126 feet of the East 68 feet of the Desert Professional Center, according to the Declaration of the Horizontal Property Regime, recorded in Cabinet 1288, page 22, and plat recorded in Cabinet A, Slide 141, records of Pinal County, Arizona and amended at Docket 1865, page 902.

The parties desire to enter into a Joint Use Agreement with regard to the parking lot existing on the Desert Professional Center and the parking lot to be constructed in the Lehman property which will allow each party to use the other's parking lot for parking and for ingress and egress.

In consideration of the various promises contained herein, Desert Professional Center hereby grants Lehman an easement on the parking lot located on the Desert Professional Center for use by Lehman and his employees, guests and customers (Lehman's Users) for parking and for ingress and egress. Further, Lehman grants to Desert Professional Center an easement on the parking lot located or to be located on the Lehman property for use by Desert Professional Center's owners, their employees, guests and customers ("Desert Professional Users") for parking and for ingress and egress.

Lehman agrees to construct his parking lot in accordance with the Plans and Plat as attached hereto as Exhibit A and to be responsible for any and all costs and expenses in obtaining City approval, constructing the parking lot, making any necessary curb cuts and all other costs associated with the fulfillment of such Plans and Plat.

Other than as stated above, each party shall remain responsible for the repairs, maintenance and improvement of the parking lot located on their respective real property. Further, each party shall remain responsible for any claims, demands, or liabilities which arise out of the use of their respective parking lot, whether by their own Users, by the other party's Users, or by any third party.

Neither party shall build any structures on their real property which would interfere with the other party's Users use of the parking lot. Neither party shall take any action which would interfere with the use of the party's parking lot by the Users of the other party. Each party shall take such measures as necessary to insure that their Users do not use more than fifty percent of the other party's parking lot at any one time and that their Users do not create any unclean or unhealthy condition on the other's parking lot. Further, each party shall take such measures as necessary to insure that their Users do not create any nuisance or unnecessary disturbance on the other's parking lot.

This Agreement is solely for the benefit of the party's to this Agreement and does not create any third party beneficiaries to this Agreement.

This Agreement constitutes the entire Agreement of the parties with respect hereto and any statement, agreement, or representation previous hereto is merged herein.

In the event of a breach of this Agreement by either party, the non-breaching party shall be entitled to recover its expenses and attorney's fees incurred by reason of the breach, with or without suit.

539 This Joint Use Agreement and Easement shall be perpetual and shall run with the land.

DESERT PROFESSIONAL CENTER,
A HORIZONTAL PROPERTY REGIME

By: _____

Gene Lehman

Gene Lehman

Judy Lehman

Judy Lehman

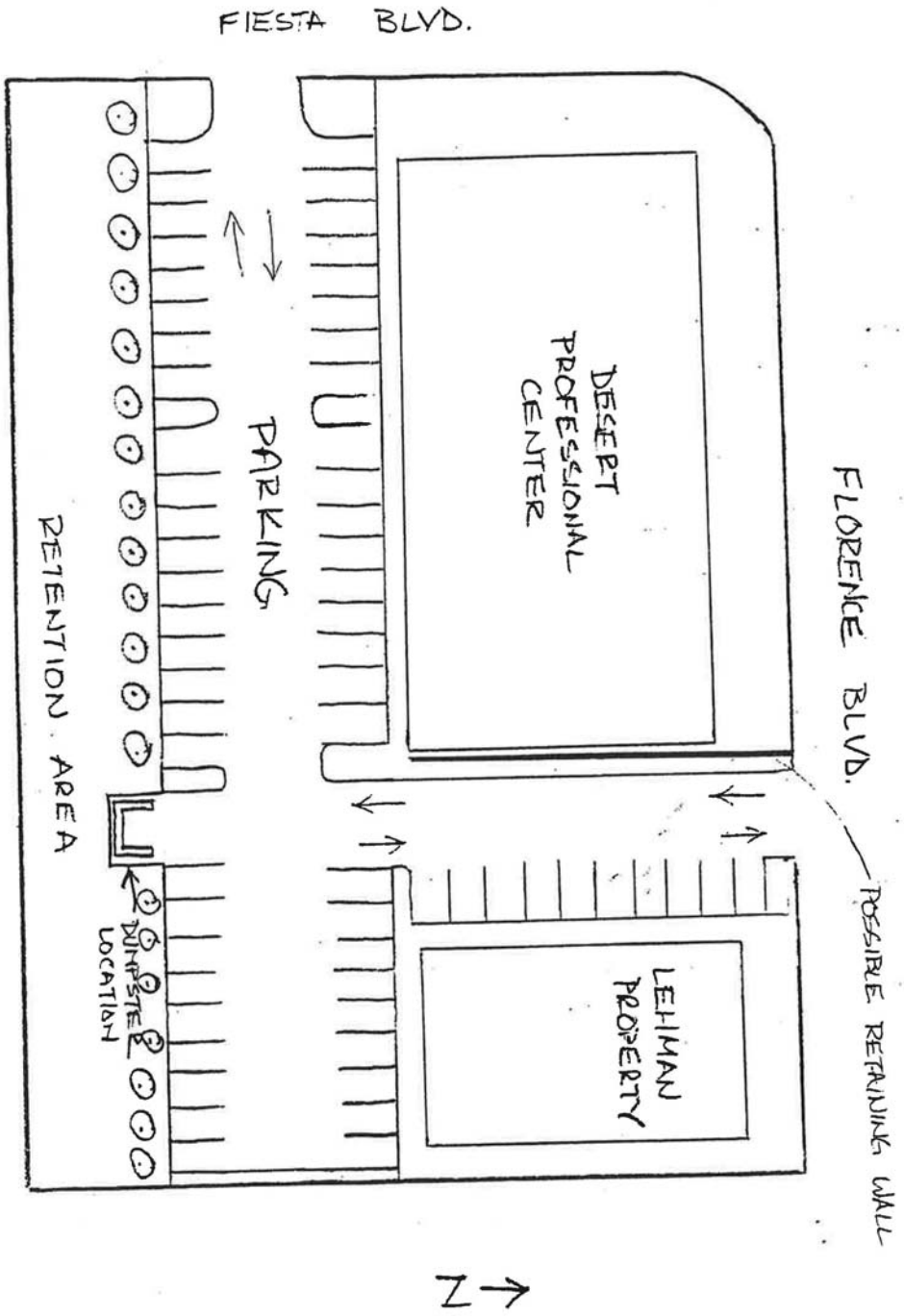

FLORENCE BLVD.
POSSIBLE RETAINING WALL
DESERT PROFESSIONAL CENTER
LEHMAN PROPERTY
PARKING
DUMPSTER LOCATION
RETENTION AREA
FIESTA BLVD.
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EXHIBIT "A"