



ZONE CHANGE APPLICATION

(Electronic Version Available at: www.casagrandeaz.gov/web/guest/devforms)

1. PROJECT NAME _____
 Site Address _____
 Assessor Parcel # (s) _____
 Existing Zoning _____ Proposed Zoning _____
 Existing General Plan Designation _____ Acreage _____

2. APPLICANT INFORMATION:
 Name _____
 Address _____ City _____ State _____ Zip Code _____
 Phone _____ Fax _____ Email Address _____
Status (Owner, Lessee, Agent, etc.) _____

3. PROPERTY OWNER(S):
 Name _____
 Address _____ City _____ State _____ Zip Code _____
 Phone _____ Fax _____ Email Address _____

OWNER/APPLICANT ACKNOWLEDGEMENT OF RESPONSIBILITIES:

The signature(s) hereby certify that the statements made by myself and constituting part of this application are true and correct. I am fully aware that any misrepresentation of any information on this application may be grounds for denial of this application. I agree that if this request is issued on the representations made in this submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations.

 Signature of Property Owner Date Signature of Applicant Date

*** Applicants who are not the property owner of record are required to have the application co-signed by the property owner and provide a signed statement by the property owner authorizing the submittal of the application on their behalf by the applicant. See attached Owner Authorization Form.*

CITY INTAKE:

Date Accepted & Logged In: _____ Intake Staff: _____
 Fee Receipt # _____ Assigned Planner: _____
Planner Approval for Submittal: _____



Overview

In accordance with the provisions of the Arizona Revised Statutes, the City Council may from time to time change the zoning of parcels of land within the municipality. These changes in zoning classification are for the purpose of meeting the land use needs of the residents of the city in conformance with the city's general plan. Zone Changes may be initiated by the City Council, the Planning and Zoning Commission, the owner of the property proposed for rezoning, the lessee having a leasehold interest of not less than five years exclusive of an option to renew, or the agent of any of the foregoing, duly authorized in writing, or by petition of the person whose property would be affected by the rezoning.

Pre-Application Process

Prior to the submittal of a Zone Change Application the applicant is required to hold a Pre-Application meeting with the Planner to review the application submittal requirements, processing steps and timelines. During the pre-application stage the applicant's proposal may be scheduled for a Development Team Meeting which will allow staff from other review agencies to provide the applicant comments and guidance on the proposed development. A Project Narrative shall be submitted to the Planning staff at least ten (10) days prior to the scheduling of the Pre-Application/Development Team Meeting. Said Project Narrative shall indicate the following:

- 1) Proposed land uses
- 2) Vicinity Map
- 3) Property size & boundaries
- 4) Existing land uses on adjacent properties
- 5) Special site conditions or problems
- 6) Existing General Plan land use classification for the site

Application Processing

- 1) Staff Review of Submitted Plans- The complete application will be routed to City Staff and agencies that are involved in the review process for their comments. Review comments will be sent back to the applicant no more than 28 days after the submittal of a complete application. The applicant is responsible for addressing staff comments/redlines and submitting revised plans. Staff will respond to the re-submittal, and any subsequent reviews within a maximum of 14 days.
- 2) Planning and Zoning Commission Hearing – After comments/redlines have been adequately addressed, a Staff Report will be prepared and the application forwarded to the Planning & Zoning Commission for consideration. Planning & Zoning Commission hearings are held on the first Thursday of each month at 6:00 p.m. at the City Hall Council Chambers, 510 E. Florence Boulevard, Casa Grande, AZ 85122.
- 3) City Council Meeting - After comments/redlines have been addressed, a Request for Council Action (RCA) will be prepared and the project will be scheduled for consideration by the City Council. The City Council meets the first and third Monday (except holidays) of every month at 7:00 p.m. held at the City Hall, Council Chamber, 510 E. Florence Blvd.



Zone Change Submittal Package

Each application for (17.68.490) a zone change approval shall be accompanied by the following plans that will be reviewed by City Staff and presented to the Planning and Zoning Commission, and to the City Council for final approval:

1) Zone Change Plan

- a. Vicinity map
- b. Location of project/development including boundary line of property with dimensions
- c. Site statistics (in table form), indicating the following:
 - Existing & proposed zoning
 - Existing & proposed uses
 - Site area - net/gross in square feet
 - Site area - net/gross in acres
 - General Plan land use designation

Public Notice

- 1) City Staff will provide the applicant the following notification items 21 days prior to the hearing:
 - a) Sign Posting Instructions
- 2) Notice of the Paper- City staff will prepare the Notice of Public Hearing.
- 3) Sign Posting- The applicant must post a Notice of Public Hearing Sign at least fifteen (15) calendar days prior to the date of the public hearing subject to the Casa Grande Public Notice Sign Posting Instructions.
(<http://www.casagrandeaz.gov/web/guest/devforms>)
- 4) Notice to Property Owners - City Staff will prepare and mail the Notice of Public Hearing.

Fees

Zone Change: \$1,275

Technology Recovery Fee: 5% of Review Fee



ZONE CHANGE - INTAKE CHECKLIST

- | | Applicant | Planner |
|---|--------------------------|---------|
| 1. Project Narrative _____ | <input type="checkbox"/> | _____ |
| 2. Owner's Authorization Form (if applicable) _____ | <input type="checkbox"/> | _____ |
| 3. Legal Description (8 1/2 x 11) _____ | <input type="checkbox"/> | _____ |
| 4. Proposition 207 Waiver (see attachment on last page) _____ | <input type="checkbox"/> | _____ |
| 5. Zone Change Plan _____ | <input type="checkbox"/> | _____ |
| ▪ 3 copies – (11" x 17") folded _____ | <input type="checkbox"/> | _____ |
| 6. CD containing all Re-zoning submittal documents _____ | <input type="checkbox"/> | _____ |
| ▪ 1 CD with all documents in PDF format | | |
| 7. Application Fees _____ | <input type="checkbox"/> | _____ |

****Prior to submittal the applicant is required to meet with the Project Planner to confirm the complete submittal of all required items.****

Plan Review Distribution

<u>Agency/Dept.</u>	Re-zoning Plan
<u>Planning</u>	X
<u>Fire</u>	
<u>DC Engineer</u>	X
<u>City Engineer</u>	X
<u>Traffic Eng.</u>	X
<u>Community Services</u>	
<u>Sanitation</u>	
<u>Wastewater</u>	
<u>ADOT</u> (1)	X
<u>Public Review</u>	X

(1) Required for projects adjacent to State or Interstate Highways



When recorded, mail to:

City Clerk

City of Casa Grande

510 E. Florence Blvd.

Casa Grande, Arizona 85122

AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY

THIS AGREEMENT is entered into this ___ day of _____, 20___, by and between _____ (“Owner”), an Arizona Limited Liability Company, whose address is _____ and the City of Casa Grande, an Arizona Municipal Corporation, (“City”).

RECITALS

- A. The Owner owns certain real property located within the City. This real property is depicted and legally described in the attached Exhibit A, incorporated into this Agreement by this reference (“Property”); and
- B. The Owner has requested that the City enact a certain land use change directly applicable to Owner’s Property (the “Request”); and
- C. In November of 2006, Arizona voters approved passage of Proposition 207, the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138, (the “Act”) which allows a property owner to seek compensation if any land use law enacted after the date property is transferred to the owner reduces the fair market value of that property; and
- D. The Act specifically recognizes that private property owners can enter into agreements with political subdivisions to waive any claim for diminution in value of property; and
- E. Arizona law, A.R.S. § 9-500.05, also authorizes the City and the Owner to enter into a development agreement relating to the development of the Property; and
- F. In response to the Owner’s request, the City Council of the City of Casa Grande has held a public hearing and a first reading of Ordinance _____ to rezone the Property subject to certain stipulations and conditions, a copy of which is attached hereto as Exhibit B and incorporated by this reference, which Ordinance embodies a new land use law applicable to the Property that modifies the Owner’s existing rights; and; and



G. The parties seek to avoid any potential argument that the enactment of the Ordinance is a land use law that will reduce the fair market value of the Property or constitute a diminution in value of the Property entitling any of the owners of the Property, now or in the future, to seek compensation; and

H. The Owner and the City agree that adoption of the Request pursuant to the terms of the Ordinance will result in aesthetic, planning, and economic benefits to the City and its residents, and the Owner has independently determined and believes that adoption of this land use change will be beneficial to the Owner and will not decrease the fair market value of the Property; and

I. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements, conditions, and stipulations upon the Property that will govern development of the Property.

J. Owner acknowledges that he is under no compulsion, economic or otherwise, to enter into this Agreement.

THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Terms of Ordinance. Upon approval by the City Council of the City of Casa Grande, the Owner of the Property, as well as their agents, successors, and assignees, hereby agree to be subject to all the terms, conditions, and stipulations of Ordinance _____.

2. Waiver and Release. Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that the Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Act in connection with the application of the City's applicable land use laws, including Ordinance _____, to the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act as it relates to the enactment of Ordinance _____, including all of its conditions, and any land use laws applied to the property pursuant to, or as a result of, Ordinance _____.

3. Indemnification. Owner agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present owners of any interest in the Property seeking potential compensation, damages, attorney's fees or costs under the Act as a result of the application of the City's land use laws upon the Property pursuant to, or as a result of, Ordinance _____.

4. Entire Agreement. This Agreement, any Exhibit attached hereto, and any addendum executed by the parties collectively shall constitute the entire understanding and agreement of the parties and shall supersede all prior agreements or understandings between the parties with respect to the subject matter thereof. This Agreement may not be modified or amended except by written agreement of the parties.



City of Casa Grande, Planning & Development Dept., 510 E. Florence Blvd, Casa Grande, AZ 85122

5. Choice of Law; Venue. This Agreement shall be governed by the laws of the State of Arizona. Owner and City agree that venue for an action commenced under this Agreement shall only be proper in a court of competent jurisdiction located in Pinal County, Arizona, and the parties hereby waive any objection to such venue.

6. Attorneys' Fees. If any legal action is brought by either party to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

7. Cancellation of Agreement. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

8. Recordation. Within ten (10) days after the execution of this Agreement by the City, the City Clerk shall cause this Agreement to be recorded in the Official Records of Pinal County, Arizona.

9. Successors and Assigns. This Agreement shall run with the land and shall be binding upon all present and future owners of the subject Property.

10. Ownership; Signatures. Owner warrants and represents that Owner is the owner of fee title to the Property, and that no other person has an ownership interest in the Property. The person who signs this Agreement on behalf of Owner personally warrants and guarantees to the City that they have the legal power to bind Owner to this Agreement.

Dated this ___ day of _____, 20__.

CITY OF CASA GRANDE,
an Arizona Municipal Corporation.

By: _____

By: _____
James V. Thompson,
City Manager

ATTEST:

City Clerk



Exhibit A

DESCRIPTION OF THE SUBJECT PROPERTY

Exhibit B

COPY OF RELEVANT ORDINANCE/RESOLUTION/USE PERMIT, INCLUDING ALL APPLICABLE
STIPULATIONS