DSA- _____

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

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 _____

3. PROPERTY OWNER INFORMATION:

Name _____

Address _____City_____ State _____ Zip Code _____

Phone _____ Fax _____ Email Address _____

OWNER AUTHORIZATION:

_____ _____

Signature of Property Owner *Date*

STATE OF ARIZONA)

) ss

County of _____)

On this _____ day of _____, 20 , before me, the undersigned Notary Public, personally appeared _____known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that executed the same.

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

My commission expires:

_____ _____

Notary Public

Applicants may receive clarification regarding the specific steps included in processing this application as well as information regarding any code, regulation or policy relevant to the processing of this application by contacting one of the following Planning staff members:

Laura Blakeman – laurab@casagrandeaz.gov, 520-421-8630, Ext. 3010
Keith Newman – knewman@casagrandeaz.gov, 520-421-8630, Ext. 3018
Jim Gagliardi – jim_gagliardi@casagrandeaz.gov, 520-421-8630, Ext. 3020

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Pre-Application Process

Prior to the submittal of an application for a Zone Change 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 other appropriate City/outside agency review staff to provide the applicant comments and guidance on the proposed development. The applicant should bring the following information to the pre-application meeting:

1. Project Narrative indicating the following:
   a. Applicant information
   b. Description of proposed development
   c. Other information the applicant believes may be useful to allow City/Agency Staff to familiarize themselves with the project.

Zone Change Submittal Package

Each application for a Zone Change shall be filed in accordance with Article IX of the City Code and be reviewed by City Staff and presented to the Planning and Zoning Commission and City Council for final approval. The application shall be accompanied by the following:

A. Project Narrative
B. A Legal description and **exhibit** of the proposed zone change

Proposition 207 Waiver

The City requires that all zone change applicants sign a Proposition 207 Waiver *(attached at end of application)* prior to 2nd reading, and final approval, of the re-zoning ordinance by City Council.

Public Notice

1) *Newspaper Notice*- City staff will prepare the Notice of Public Hearing.
2) *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. City Staff will provide the applicant with sign posting instructions 21 days prior to the hearing. *Said sign must be removed from the site no later than 10 days after the last applicable public hearing. The City offers a sign removal service for a fee (if desired check the box below). For additional public notice sign posting instructions go to (http://casagrandeaz.gov/dept/planning/planning-division/public-process/)*
3) *Surrounding Property Owner Notification* - City Staff will prepare and mail all required notices to surrounding property owners.

Fees

Zone Change: *$1,275*
Technology Recovery Fee: *5% of Review Fee*

☐ Sign Removal Fee (Optional): $100

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REGULATORY BILL OF RIGHTS – REVIEW TIMEFRAMES

Completeness & Substantive Review Time Frames[1]

Administrative Completeness Review (CR)[2]	Substantive Review (SR) Stage[3]			
	Review of Initial Submittal[4]	Staff Decision or Review of Re-submittal[5, 6]	Staff Decision based upon 2nd Re-submittal	Over-All Timeframe[7]
2 days	30 days	30 days	30 days	62 days

[1]All times are maximum timeframes in business days (Mon-Fri.; excluding City Holidays). Shorter review times will be accomplished where possible.

[2]Completeness Review timeframes are calculated from date of application submittal to date of acceptance or rejection of the application as administratively complete.

[3]Substantive Review timeframes are calculated from date of acceptance of application for Substantive Review, or upon receipt of re-submittal of revised plans/reports, to the date of issuance of a comprehensive review letter, or final administrative decision.

[4] Review of initial submittal limited to determination of compliance with ordinances, codes, regulations or policy relevant to the specific permit or project application. The review comments on the initial submittal may be amended to address code/policy requirements that City staff failed to include in the 1st comprehensive review document.

[5] Issuance of a review letter regarding re-submittal only allowed if applicant consents to extend review timeframe to resolve remaining code/policy compliance issues. Said extension shall not exceed 50% of the over-all timeframe.

[6] Review of re-submittal shall be limited to:

a) Addressing 1st review comments that the applicant failed to adequately address in their re-submittal; or
b) Addressing new review issues arising from modifications the applicant has made to the design and/or technical reports.

[7]Over-All Review timeframe is the sum of the Completeness, Initial & Re-submittal Substantive Review timeframes and does not include any time involved in review of the 2nd Re-submittal. An administrative decision will be made on the permit/project application prior to the end of the Over-All Review timeframe unless the applicant and the City agree to review of a 2nd Re-submittal.

In accordance with the Regulatory Bill of Rights (ARS 9-835) the City of Casa Grande will typically make an administrative decision on each permit application after one (1) comprehensive staff review. However, from time to time a 2nd review is necessary to resolve code/policy compliance issues associated with a permit. In accordance with ARS 9-835.I., by mutual agreement, the applicant and the City may engage in a 2nd review of an application as long as said 2nd review does not exceed the over-all time frame by 50%. The specific 1st and 2nd and over-all review timeframes for this application are provided above. Applicants may sign below, consenting to a 2nd review if necessary, within the stated prescribed timeframe. Your consent is not required at time of application submittal. Applicants who do not sign below will be contacted by City staff if a 2nd review is determined to be necessary prior to making an administrative decision on this application. Applications denied after the completion of the review cycle are eligible for re-application to address the code/policy deficiencies which were the basis for the application denial with the payment of a fee equal to 25% of original application fee amount. Said re-application shall occur within 90 days of the application denial.

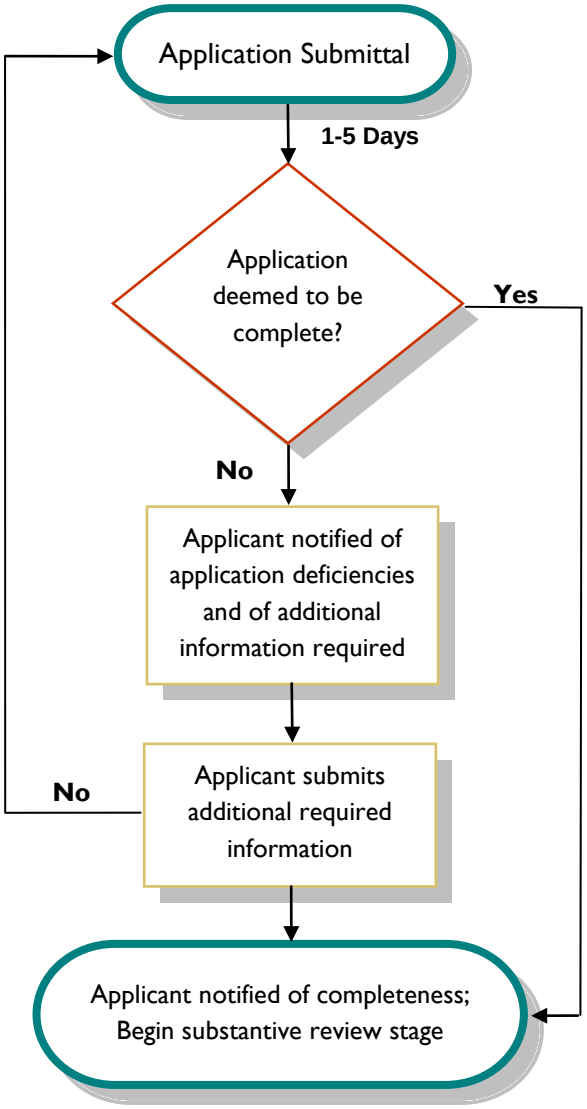
I hereby consent to a 2nd review of my application, if necessary, prior to making a final administrative decision.

_____

Applicant

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

Administrative Completeness Review Process



** All time frames are listed as business days.*

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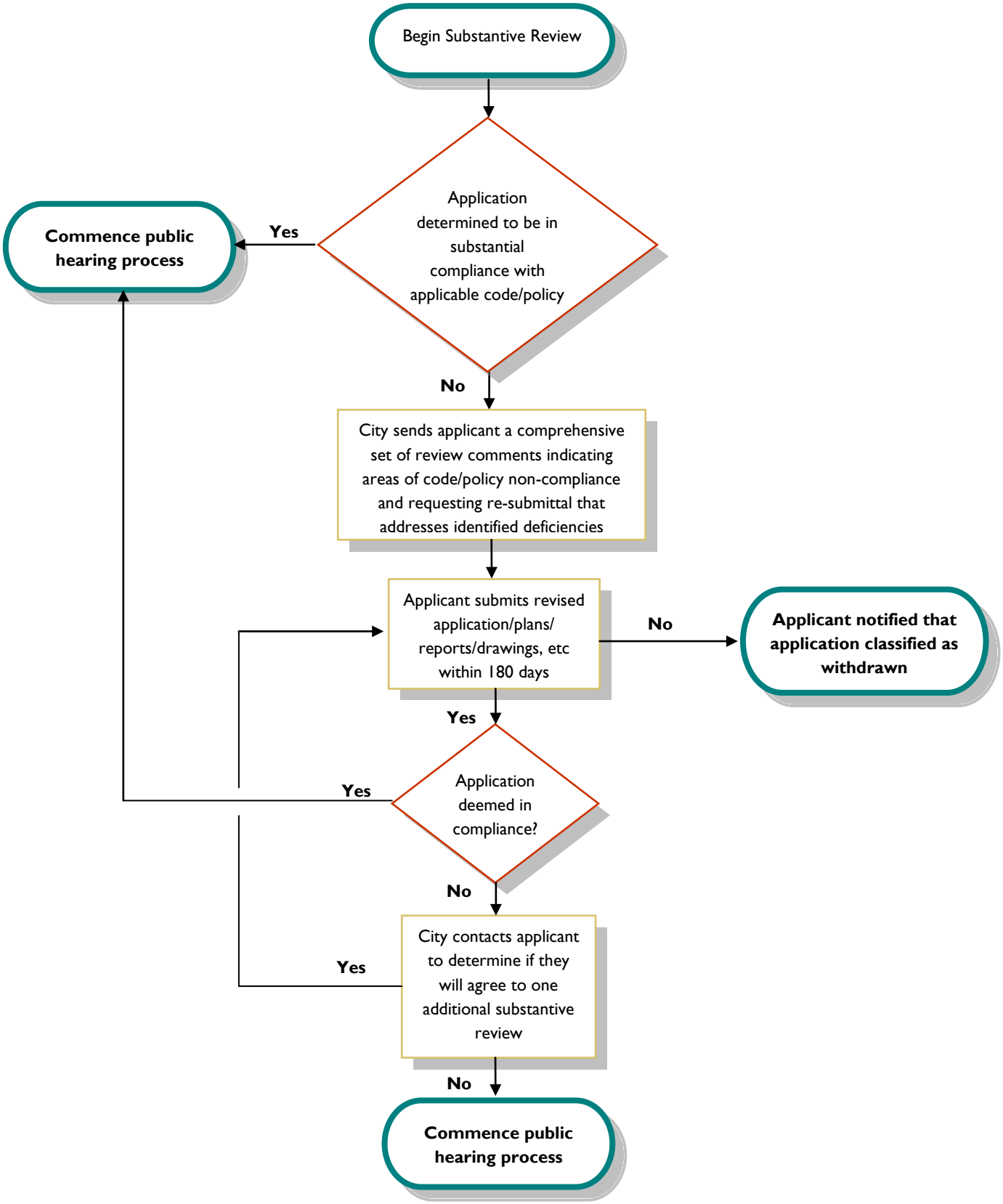
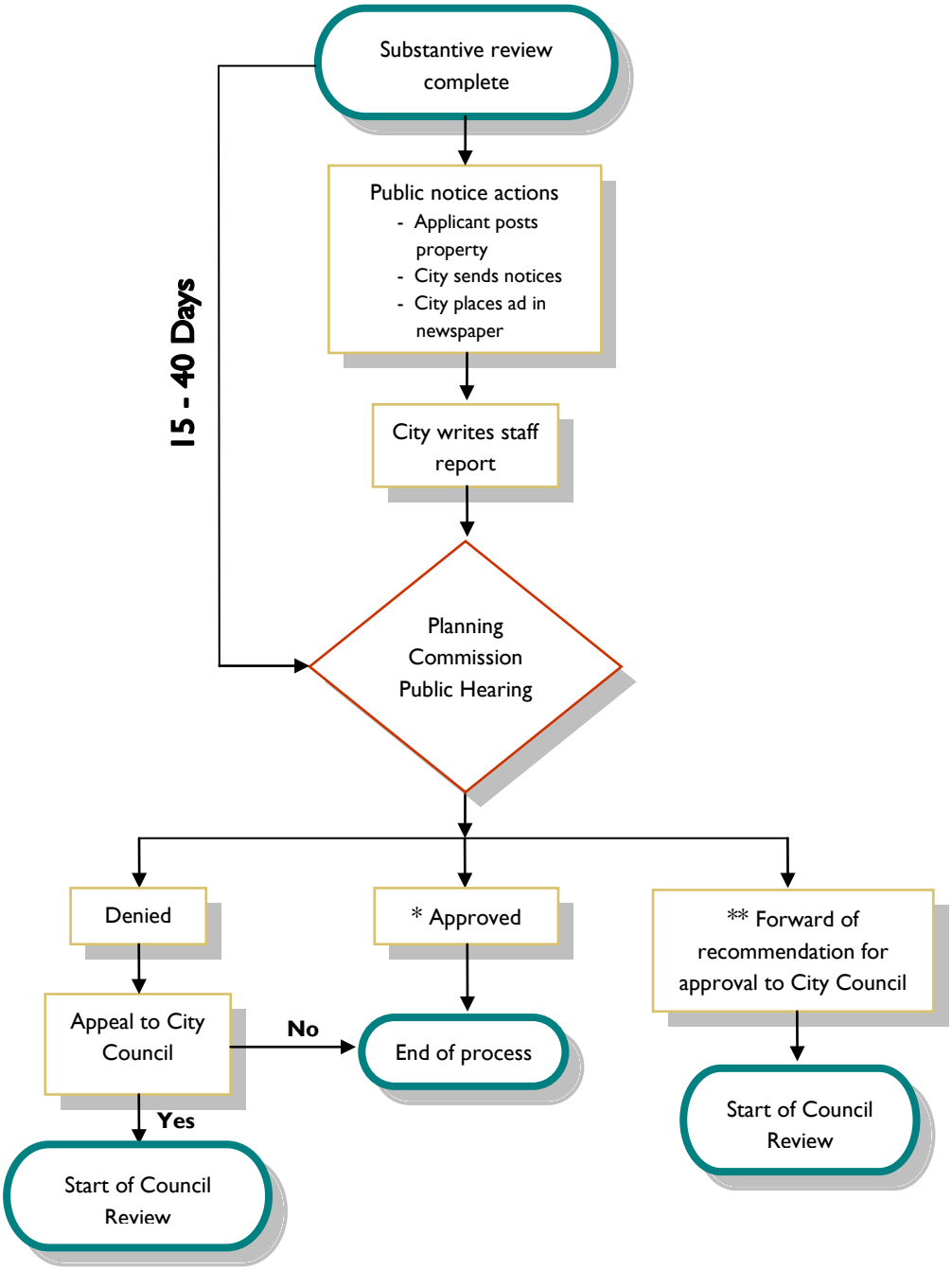
Substantive Review Process

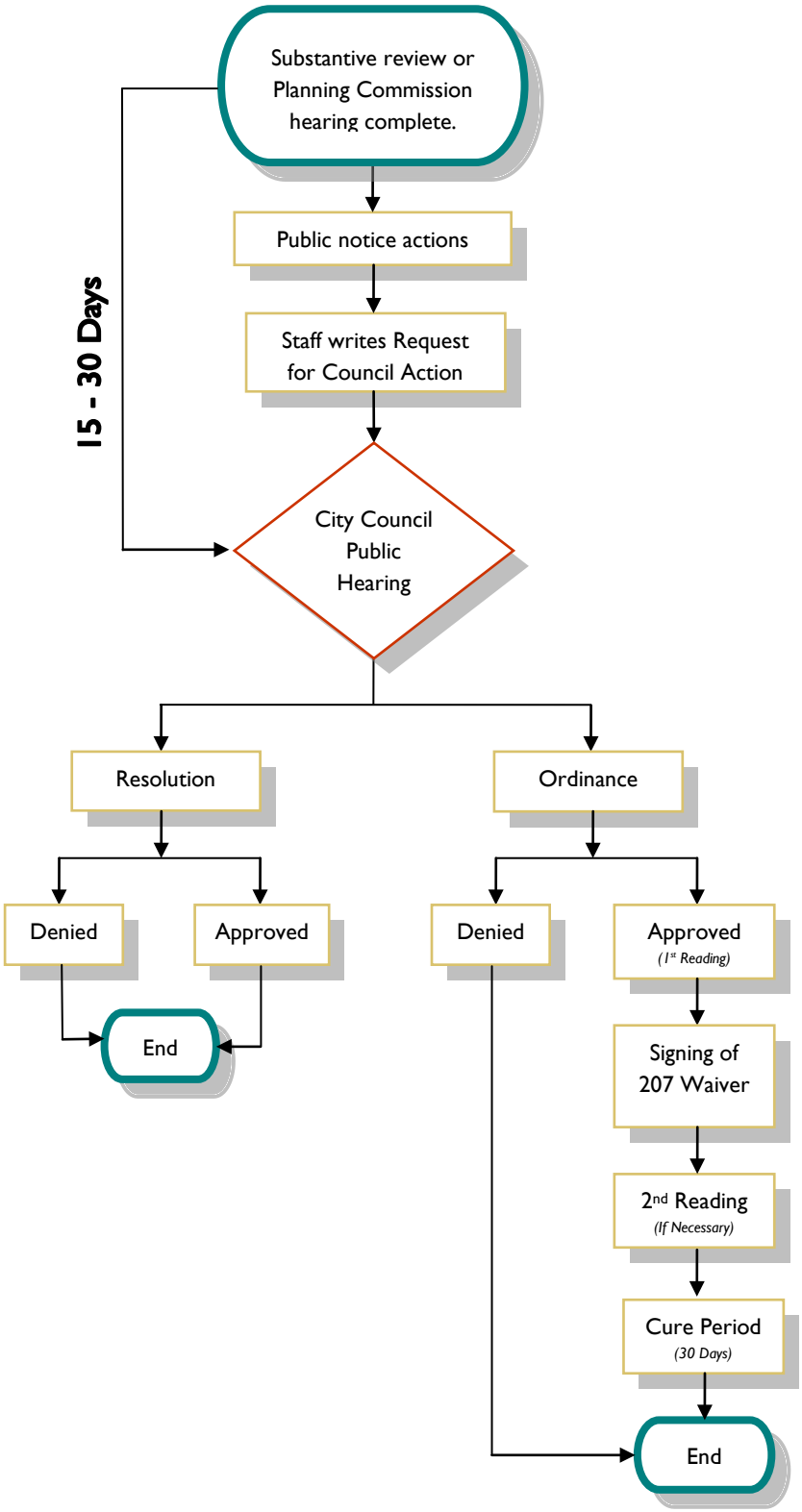


Planning Commission Public Hearing Process



** All times frames are listed as business days.*

City Council Public Hearing Process



** All times frames are listed as business days.*

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Completeness Review Intake Checklist

	Planner
1) **Notarized Owner Signature**	☐
2) **Project Narrative**	☐
3) **Legal Description & Exhibit**	☐
4) **CD containing all Re-zoning submittal documents**	☐
▪ *1 CD with all documents in PDF format*	
5) **Application Fees**	☐

AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY (PROPOSITION 207)

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.

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

APPROVED AS TO FORM:

_____
Brett D. Wallace,
City Attorney

State of _____)
) ss
County of _____)

Acknowledgment

On this _____ day of _____, _____, _____ personally appeared before the undersigned and acknowledged _____self to be the _____ of _____, being authorized so to do, executed this Agreement between _____ and the City 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.

_____

Notary Public

My commission expires: _____

When recorded, mail to:
City Clerk
City of Casa Grande
510 E. Florence Blvd.
Casa Grande, Arizona 85122

Exhibit A

DESCRIPTION OF THE SUBJECT PROPERTY

Exhibit B

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