



Overview

From time to time, the City of Casa Grande may choose to amend the General Plan in order to respond to opportunities or for other reasons. Arizona Revised Statutes §9-461.06 allow for an annual Major Amendment to the General Plan as well as Minor Amendments, (which may occur at any time during the year). State Law defines a Major Amendment as “a substantial alteration of the municipality’s land use mixture or balance as established in the municipality’s existing general plan land use element”.

An amendment to the General Plan is initiated by a request that (1) may be submitted by the Casa Grande City Council or the Casa Grande Planning and Zoning Commission, (2) by the owner of a property within the City or its Planning Area, or (3) as a result of a determination by the City of Casa Grande Planning and Development Department that a proposed rezoning request is not in conformance with the General Plan.

Pre-application Process

Prior to the submittal of a General Plan Amendment 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 other appropriate review staff to provide the applicant comments and guidance on the proposed amendment. A plan reflecting the proposed General Plan Amendment shall be submitted to the Planning staff at least ten (10) days prior to the scheduling of the Pre-Application/Development Team Meeting. Said plan shall indicate the following:

- 1) Existing and proposed land use designation of the subject site and all properties within ¼ mile of the proposed amendment
- 2) A site statistics table showing:
 - Existing use of land
 - Existing zoning of the subject area
 - Site area (net & gross, in acres and square feet)
- 3) Boundary line of property with dimensions
- 4) Adjacent streets/rights of ways

Submittal Package

All requests to amend the General Plan shall be submitted to the City of Casa Grande Planning and Development Department and shall be accompanied by the following:

- 1) **Narrative:** A description of the proposed amendment & justification for same.
- 2) **Land Use Exhibit indicating the following:**
 - a) Name of project/development
 - b) Date of preparation
 - c) North point indicator
 - d) Vicinity map
 - e) Site statistics (in table form), indicating the following:
 - Existing use of land
 - Existing zoning of the subject area
 - Site area (net & gross, in acres and square feet)
 - f) Existing and proposed land use designation of the subject site and all properties within ¼ mile of the proposed amendment
 - g) Boundary line of property with dimensions
 - h) Adjacent streets/rights of ways



Proposition 207 Waiver

The City requires that all General Plan Amendment applicants sign a Proposition 207 Waiver (*attached at end of application*) prior to City Council approval of the Resolution authorizing the change.

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://casagrandeaz.gov/dept/planning/planning-division/public-process/>)
- 4) Notice to Property Owners - City Staff will prepare and mail the Notice of Public Hearing.

Fees

Major General Plan Amendment: \$2,300

Minor General Plan Amendment: \$845

Technology Recovery Fee: 5% of Review Fee



Over-All Review Time-Frames for Projects ^{1,7,8}

Permit Classification	Administrative Completeness Review (CR) of Initial Submittal ²	Review of Initial Submittal and Staff Decision to Approve or Issue a Review Letter ^{4,8}	CR Review of Re-Submittal	Review of Resubmittal ^{5,7,8} and Staff Decision to Approve/Deny	Over-All Review Timeframe ^{6,7,8}
General Plan Amendment – Minor ⁹	5	30	5	30	70
General Plan Amendment – Major ⁹	5	60	5	60	130

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

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

³Substantive 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 Review of resubmittal shall be limited to:

- a) Addressing 1st review comments that the applicant failed to adequately address in their resubmittal; or
- b) Addressing new review issues arising from modifications the applicant has made to the design and/or technical reports. In this case the City may issue an additional review letter addressing the new design.

⁶Over-All Review timeframe is the sum of the Completeness, Initial & Resubmittal Substantive Review timeframes.

⁷ If an applicant requests significant changes, alterations, additions or amendments to an application that are not in response to the request for corrections, the City may make **one additional comprehensive written request for corrections (i.e., review of 2nd resubmittal)**. Said additional request for correction shall not exceed 50% of the Substantive Review time frame for the specific type of permit.

⁸The Substantive Review timeframe and the Overall Review timeframe may be extended by mutual consent of the applicant and the City. Said extension shall not exceed 50% of the Over-All timeframe.

⁹Indicates that the Project will require a public hearing and Board/Commission and/or City Council approval. For these Projects the Substantive Review period ends when staff schedules the application for the public hearing and Board/Commission/City Council action.



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

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.

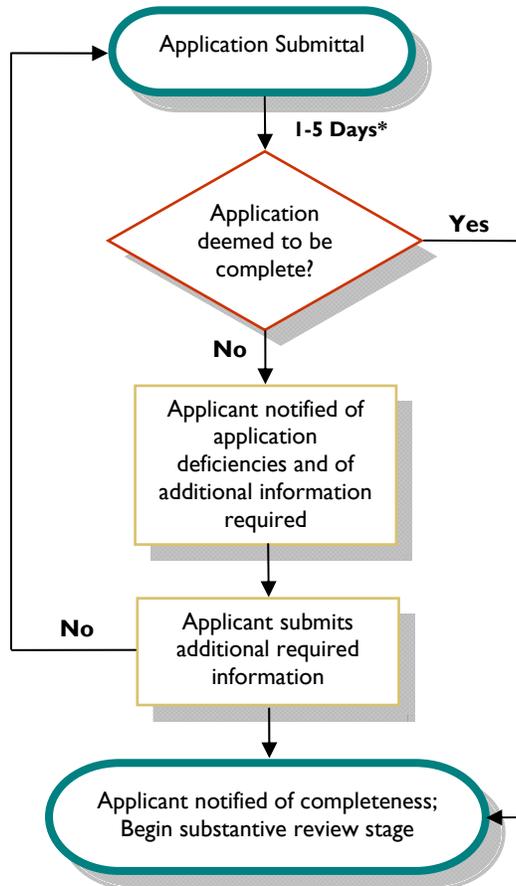
I hereby consent to an extension of the stated Substantive Review timeframe for a maximum of _____ additional days.

Applicant

Agreed to by City



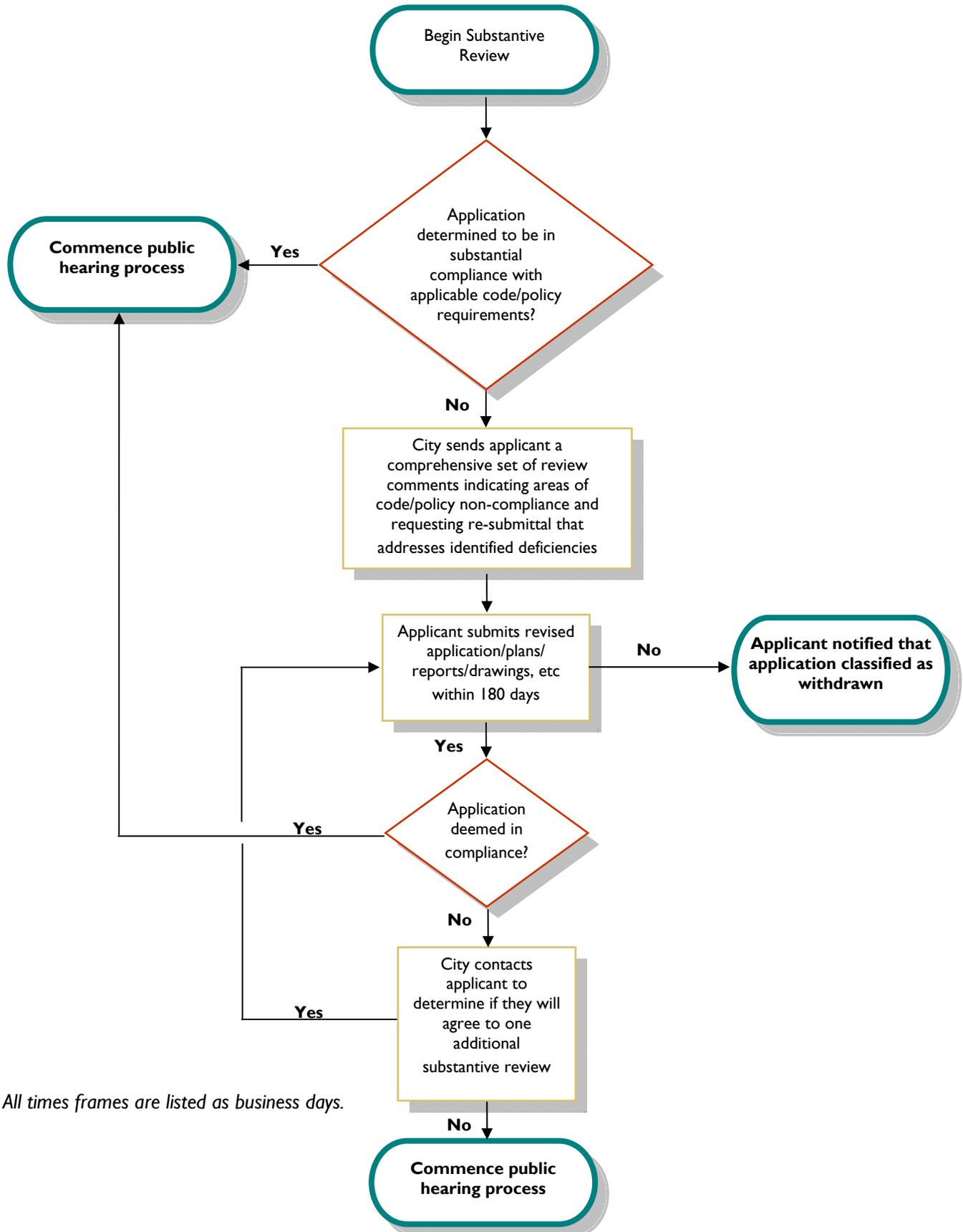
Administrative Completeness Review Process – General Plan Amendment



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



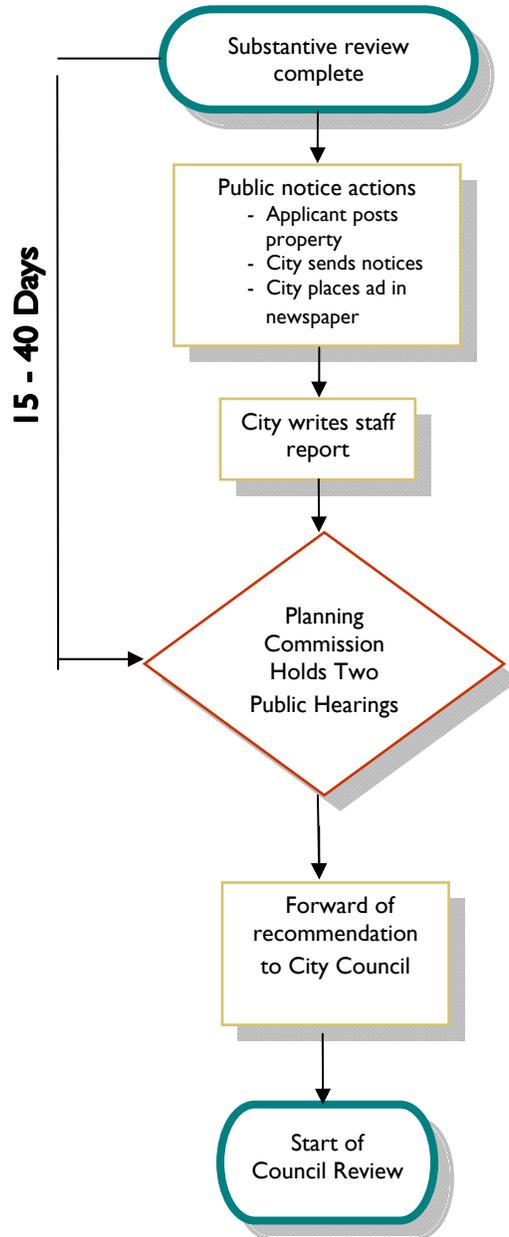
Substantive Review Process – General Plan Amendment



* All times frames are listed as business days.



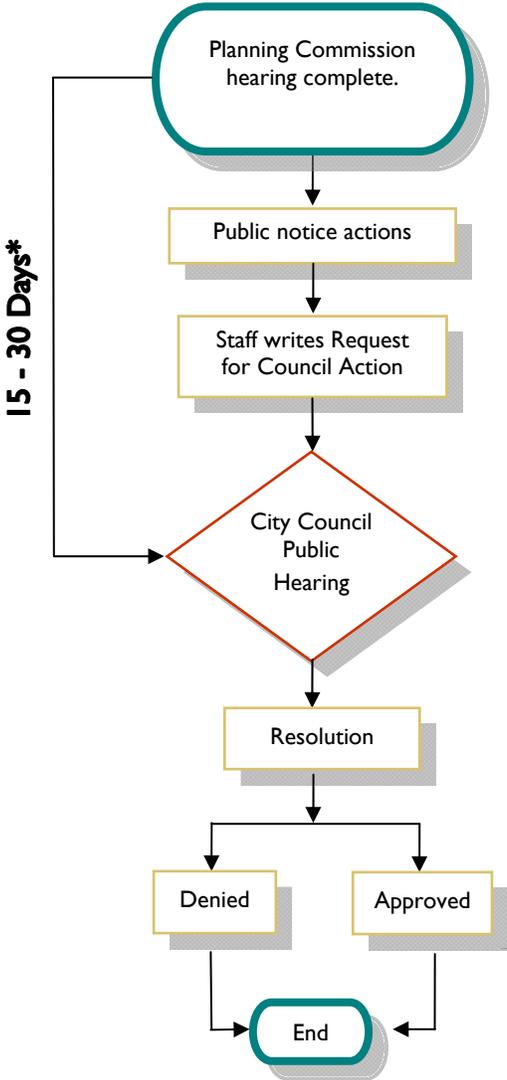
Planning Commission Public Hearing Process – General Plan Amendment



* All times frames are listed as business days.



City Council Public Hearing Process – General Plan Amendment



* All times frames are listed as business days.



Completeness Review Intake Checklist

- | | Planner |
|---|--------------------------|
| 1. Project Narrative _____ | <input type="checkbox"/> |
| 2. Land Use Site Plan _____ | <input type="checkbox"/> |
| ▪ 70 copies – Color prints (11” x 17”) folded | |
| 3. CD Containing all submittal documents _____ | <input type="checkbox"/> |
| ▪ (1 CD with all documents in PDF format) | |
| 4. Application Fees _____ | <input type="checkbox"/> |



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 has approved Resolution _____ whereby amending the Casa Grande General Plan 2020 for the Property subject to certain stipulations and conditions, a copy of which is attached hereto as Exhibit B and incorporated by this reference; and

G. The parties seek to avoid any potential argument that the enactment of the Resolution 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 Resolution 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 Resolution. 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 Resolution _____.

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 Resolution _____, 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 Resolution _____, including all of its conditions, and any land use laws applied to the property pursuant to, or as a result of, Resolution _____.

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, Resolution _____.

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.



Exhibit A

DESCRIPTION OF THE SUBJECT PROPERTY

Exhibit B

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