



Development Services Department  
7501 E. Skoog Blvd  
Prescott Valley AZ 86314  
Phone (928) 759-3050  
Fax (928)759-5511  
email: devserv@prescottvalley-az.gov

**SUBMITTAL & CHECKLIST APPLICATION**  
**RESIDENTIAL - FINAL DEVELOPMENT PLAN/PLAT (FDP)**  
**& ENGINEERING REVIEW**

**Project Name:** \_\_\_\_\_ **Application #:** \_\_\_\_\_

**Site Address :** \_\_\_\_\_

**Assessor's Parcel #(s):** \_\_\_\_\_

**Processing of a Residential Final Development Plan/Plat includes the attached Community Development Department application for the FDP approval by the Town Council along with the separate attached application for Engineering Plan Review. Two separate checks are preferred.**

**Complete application to include the following:**

Type of development plan:

Final Development Plan (Plat)     Minor Modification     Major Modification

- A mandatory pre-application meeting with Community Development Department Staff.
- Completed FDP application stating the request and the type of proposed development, the Assessor's Parcel #, signed and dated application and whether applicant is the owner or the agent. If agent, include the name and address of the property owner, phone number, and a letter of authorization. And to include:
  - Permission to enter property statement signed and notarized.
  - Proposition 207 Waiver Form signed and notarized (Included)
  - A filing Fee of:
    - Final Development Plan (Plat) = \$401.25 plus \$5.35 per lot.
    - Minor Modifications = \$267.50
    - Major Modifications (5 or more lots) = \$321.00 + \$10.70 per lot
- Two (2) Final Plat mylar transparencies, and three (3) hard copies thereof, together with a PDP file, at least twenty-one (21) days prior to the Council meeting at which consideration is desired.
- Submittal of Engineering Plans per attached Application.
- Address Listing and Map (Requirements and Standards provided separately as **Attachment "1"**.



## **ENGINEERING PAN REVIEW**

**Submittal will also include a separate application (next page) and fee payment to the Engineering Department for review of Engineering Plans to include:**

- Transmittal Letter
- Engineering Application
- Application Fees – Fee of \$20.00 per sheet with application
- Engineers Estimate
- Certificate of Assured Water Supply
- Project Plat (5 sets)
- List of Additional Easements
- Construction Plan Set/SWPPP Plan (3 sets)
- SWPPP Report
- Three (3) copies of Design Reports – Water/Sewer/Drainage/Soils Report
- Previous Redline Comments – If Applicable
- Traffic Impact Analysis – TIA (If Applicable)
- All Forms Completed/Signed – Original Signatures/Dated By Applicant

\*\*\* All Engineering documents must be sealed. They must be signed or stamped “Preliminary”, “Draft” or “Not for Construction

Three stamped (3) copies of Engineers Estimate of probable construction Cost and, Inspection Fees

*These amounts will be approved by the Town Engineer and be included in the Subdivision agreements as the amount to be covered by the Assurances. The Estimated construction amounts will also include estimated Town Inspection fees which will be paid in a separate check to Public Works after plan approval and prior to recording the plat in conjunction with receipt of financial assurances.*

### Construction Inspection Amounts

#### A. Utility Lines

\*Includes water, wastewater, reclaimed water, and storm water lines - \$0.25/lf \*

#### B. Streets

\*\*Includes road surfaces, curbs, gutters, sidewalks, and pedestrian/bicycle paths - \$0.25/sy\*\*

INSERT ENGINEERING APPLICATION

## **Final Development Plans (Plats) for Residential Subdivision in the Planned Area Development (PAD) Zone District**

The purpose of Planned Area Development (PAD) provisions is to:

- A. Ensure orderly and thorough planning and review procedures that will result in high quality urban design and to encourage variety in architectural design through techniques including, but not limited to, variations in building style, lot arrangements and site planning.
- B. Establish procedures to provide flexibility in design, density and development requirements to meet the specific development representations of an applicant, and upon a determination by Council that such variations or modifications do not adversely affect the intent and purpose of the Comprehensive Plan of the Town of Prescott Valley.
- C. Encourage through innovative site planning such things as the preservation of natural character of the land, and economy in construction and maintenance of streets and utilities.
- D. Permit flexibility in design so that developments would produce maximum choice in the types of environments, living units, and commercial installations and facilities available to the public, and produce an efficient, aesthetic and desirable use of open space.
- E. Produce an environment of stable character in harmony with the surrounding areas and developments.

**13-19-060(B). All Preliminary Development Plans and Final Development Plans prepared for subdivisions shall be prepared in accordance with the requirements of the Subdivision Code in Chapter 14 of the Town Code which comprises:**

Article 14-01	GENERAL PROVISIONS
Article 14-02	PLATTING PROCEDURES AND REQUIREMENTS
	<b><u>Section 14-02-060 Information Required for Final Plat Submittal</u></b>
Article 14-03	SUBDIVISION DESIGN STANDARDS AND PRINCIPLES
Article 14-04	STREET AND UTILITY IMPROVEMENT REQUIREMENTS
Article 14-05	MODIFICATIONS

**These provisions are available at the Town of Prescott Valley Web Site: [www.prescottvalley-az.gov](http://www.prescottvalley-az.gov) \ Town Code \ Chapter 14, or will be provided upon request**

A Preliminary Development Plan (PDP) is approved separately or in conjunction with a Zone Map Change. After approval of a Preliminary Development Plan a Final Development Plan (FDP) can be brought directly to Council for approval of each phase of development. The Final Development Plan must be complete and in conformance with all applicable Town Codes and requirements before being scheduled for the Council Meeting.

13-19-060(H). The Final Development Plan shall include all pertinent information relating to the proposed PAD and contained in the Preliminary Development Plan (as refined and revised) and as may be required by Community Development Department Procedures and policies, the Planning and Zoning Commission, Town Council, or the officer in charge of administering this Chapter as set forth.

13-19-060(M). With the approval of a Final Development Plan by Council, the PAD overlay zoning designation may be used to tailor the strict application of requirements of the underlying zoning district by providing flexibility in design, density and development requirements to meet the specific development representations of an applicant, and upon a determination by Council that such variations or modifications do not adversely affect the intent and purpose of the Comprehensive Plan of the Town of Prescott Valley, nor adversely affect surrounding property (including property values).

### **Final Plat Review:**

1. The department, upon receipt of the Final Plat submittal, shall immediately record receipt and date of filing and check it for completeness. If complete, the department shall review the plat for substantial conformity to the approved Preliminary Plat and refer copies of the submittal to the following reviewing offices who shall make known their recommendations in writing, addressed to the Council.
  - a. Director of Public Works, Town Engineer, and Sewer Department for approval of flood control and proposed street system; for examination of survey and computations of the plat; and for approval of sewer and water proposals.
  - b. Building Inspection and Parks and Recreation, when applicable.
  - c. When applicable, the appropriate State and County departments for approval of sewage disposal and water supply plans.
  - d. Arizona Department of Transportation or County Highway Department for approval where the plat abuts a State or County highway.
2. The department shall assemble the recommendations of the various reviewing offices, prepare a concise summary of recommendations, and submit said summary together with the reviewer's recommendations to the Council. In the event that the department finds that the Final Plat does not conform to the Preliminary Plat, as approved by the Commission, then the Final Plat shall be submitted to the Commission for review and recommendations prior to submittal to the Council.

### **Street Naming and Addressing.**

Section 14-03-080 of the Subdivision Code (below) states: Before submittal of a Final Plat, the Department will provide the Subdivider with the street naming and addressing standards set forth in Sections 1-11-040 and 1-11-080 of this Code (as amended) and instructions for preparing and submitting such. (See Attachment "1")

### **Final Plat Approval**

1. Upon receipt of a request for Council action from the Town Manager, the Town Clerk shall place the Final Plat on the agenda of a regular Council meeting, whereupon the Council shall approve or deny the plat.
2. If the Council approves the Final Plat, the Town Clerk shall transcribe a certificate of approval thereon, first making sure that the other required certifications pursuant to this Article have been

duly signed.

3. When the certificate of approval by the Council has been transcribed on the Final Plat, the department shall retain the record copy until the Town Engineer certifies that the subdivision has been staked and the engineering plans have been approved.
4. The department shall cause the Final Plat to be recorded in the Office of the County Recorder of Yavapai County.

### **After Approval**

After approval of the initial plan/plat, **two (2) Mylar copies** of the final plan/plat should be prepared for approval at the Town Council meeting.

### **Section 14-04-089 covers Subdivision Agreements and Financial Assurances.**

Subsection 14-04-080(A) requires that, upon approval of a Final Plat by the Town Council, subdividers shall execute an agreement providing for (a) construction of subdivision improvements in practical increments of lots (accounting for drainage, traffic movement and other services), if any, (b) Town staff approval of improvement plans, time limits for construction of each improvement increment (and conditions for any time extensions), (c) the types of assurances to be given for construction of each improvement increment [in accordance with Subsection 14-04-080(B)], (d) standards for making progress payments to subdividers from cash deposits (if any), (e) recovery of construction costs from subdividers if the Town must complete abandoned improvements, (f) Town staff inspection of improvement construction, and (g) "release" of lots from construction increments only when improvement assurances are posted.

### **(Agreement Template included in Attachment "2")**

Subsection 14-04-080(B) requires subdividers to provide improvement assurances by the following forms:

1. **Cash or Surety Bond.** To ensure construction of the required improvements as set forth in this Chapter (except specified utility), the Subdivider may deposit with the Town Engineer an amount in cash or a surety bond equal to the amount of the cost of the work of each recorded increment (as determined by the Town Engineer) guaranteeing that the work will be completed in accordance with Improvement Standards. When no Marginal Access Road is being constructed and the improvement of an Arterial or Collector by a governmental agency is imminent, the Subdivider shall deposit the current estimated cost of improving the abutting half street in an account to be disbursed to the Town at the time the contract is awarded for the Town project to improve the full width of the street.
  - a. surety bond shall be executed by the Subdivider, as principal, with a corporation duly authorized to transact surety business in the State of Arizona, as surety. The bond shall be in favor of the Town, shall be continuous in form, and shall require that the total aggregate liability of the surety for all claims shall be limited to the face amount of the bond, regardless of the number of years the bond is in force. The bond or cash shall be released upon satisfactory performance of the work and its acceptance by the Town Engineer. The bond may be canceled or the cash withdrawn by the Subdivider, provided

that other security satisfactory to the Town has been deposited which will cover the obligations of the Subdivider which remain to be performed.

2. **Supplemental Loan Agreement.** Subdivider may provide assurance of construction of required improvements (except those utility facilities specified in this Chapter) by delivering to the Department, prior to the recording of the Final Plat, an appropriate agreement between an approved lending institution and the Subdivider stating that funds sufficient to cover the entire cost of installing the required improvements (including engineering and inspection costs, in an amount approved by the Town Engineer) have been deposited with such approved lending. The agreement shall provide that the funds in the approved amount are specifically allocated and will be used by the Subdivider, or on his behalf, only for the purpose of installing the Subdivision improvements. The Town shall be the beneficiary of such agreement, (or the Subdivider's rights thereunder shall be assigned to the Town and the Town Engineer shall approve each disbursement for such funds). The agreement may also contain terms, conditions, and provisions normally included by such lending institutions in loan commitments for construction funds, (or as may be necessary to comply with statutes and regulations applicable to such lending institutions).

3. **Trust Agreement.** The Subdivider may provide assurance of construction of required improvements (except those utility facilities specified in this Chapter) by placing on deposit in a trust account with a bank or trust company, in the name of the Town, a sum of money equal to the estimated cost of all such improvements (as set by the Town Engineer). Said trust shall be approved as to form and substance by the Town Attorney. Periodic withdrawals may be made from the trust account for progressive payment of installation costs based upon estimates approved by the Town Engineer and approved by the appointed trustee.

4. **Title Hold.** Title to the property being developed by the subdivider may be placed in trust with a third-party escrow agency. The terms of the trust shall be that the trustee may not convey title to any portion of the property until the improvements for that portion have been satisfactorily completed as determined by the Town Engineer. The form and substance of the trust agreement shall be approved by the Town Attorney.

5. **Construction At-Risk.** If the Subdivider desires to construct required improvements at-risk (without posting assurances), the Town Council may agree to do so in the Subdivision agreement and may conditionally approve the Final Plat on that basis. Nevertheless, in no circumstance will the Final Plat be recorded by Town staff until all improvements have been constructed in accordance with adopted Improvement Standards as determined in writing by the Town Engineer.

**Examples of 1, 2, 3 & 4 are provided as Attachment “2”**

C. Administration of Assurances.

1. Documents creating the assurances described herein shall include a term of at least 2 years and shall provide for extensions of time in one (1) year increments. Said documents shall further provide that the assurance shall remain in full force and effect until it is released in writing by the Town Engineer.
2. Upon certification by the Subdivider's engineer of record, the Town Engineer may partially release an assurance for successful completion of a portion of the required improvements as determined by the Town Engineer. The Town Engineer may require



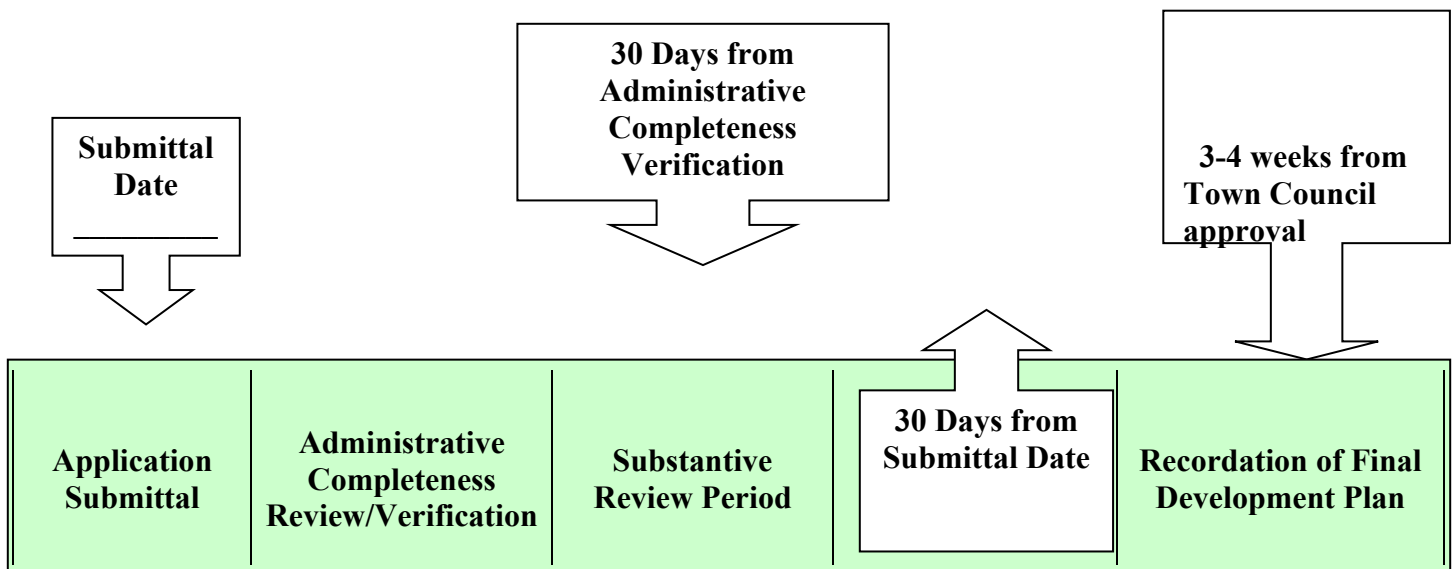
that any remaining assurances provide for preparation of necessary as-built drawings for all of the improvements.

3. In the event the Subdivider defaults or fails or neglects to satisfactorily install the required improvements within the time set forth in the Subdivision agreement, the Town Engineer may declare the assurance forfeited and, under the terms thereof, the Town may make or cause the remaining required improvements to be made using the resources in said assurance. In addition, the Town Engineer may notify the Arizona Department of Real Estate of the Subdivider's default.
4. At the conclusion of the construction of improvements (or thirty (30) days prior to the term of the assurance, whichever is sooner) the Subdivider's engineer of record shall submit a set of as-built drawings of the improvements. The Town Engineer will review said drawings and notify the Subdivider of any noncompliance with the approved construction plans or this Chapter. It shall be the responsibility of the engineer of record to finalize said as-built drawings as part of the final approval of the improvements by the Town Engineer.

## **FINAL DEVELOPMENT PLAN APPLICATION PROCESSING**

The Town Council meets on the second and fourth Thursdays of each month. The plan and application should be submitted at least sixty (60) days prior to the desired meeting date to allow for statutory review and scheduling deadlines. Applicants should allow 30 days for Completeness Review, which will determine if the application itself is complete and all required plans, diagrams, and related materials have been submitted. If it is determined that the application is not complete, the applicant will be notified in writing of the deficiency. Once a Notice of Deficiency is issued, the administrative review period is suspended until all materials are received.

Once staff has determined that the application is complete, the Substantive Review period begins. The applicant will receive one (1) written notice describing the deficiencies in the design of the plan and/or its component parts. Upon issuance of said notice, the Substantive Review period is suspended until corrections are received. If the mandatory project review determines that the plan complies with town standards it can be scheduled for the next Council meeting based on deadline dates.



**I have been advised of the maximum timeframe for Completeness and Substantive Review, and understand that these may be extended if the application is determined to be incomplete or incorrect.**

\_\_\_\_\_

**Printed Name**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Signature**



Recorded at the request of:  
Town of Prescott Valley  
Town Clerk's Office  
7501 East Skoog Boulevard  
Prescott Valley, AZ 86314



**AGREEMENT  
TO WAIVE CLAIM FOR DIMINUTION IN VALUE  
REGARDING ACTION  
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

*This Waiver is related to Proposition 207 (Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes) dealing with eminent domain and regulatory takings. The Waiver is as an agreement between the Town and the owners in conjunction with the land use law actions requested by the property owners. Each owner of a fee interest in the subject property is asked to sign the waiver agreement and have the signatures properly notarized. Extra sheets for the Owners signature can be made for multiple owners involved in an application. A legal description should be attached by the applicant. The Town will complete the application number when the application is processed and attach a copy of the completed application.*

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner ("Agreement") made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Prescott Valley, a municipal corporation of Arizona ("Town") and

\_\_\_\_\_  
\_\_\_\_\_  
("Owner(s)");

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, "land use law" includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

WHEREAS, Arizona courts have recognized the inherent authority of municipal corporations to enter into agreements within the scope of their legislative powers, the same as individuals and other corporations, in matters that appertain to said municipal corporations [see, *Town of Tempe v. Corbell*, 17 Ariz. 1 (1915)]; and

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in Exhibit "A" attached hereto and expressly made a part hereof ("Property").

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town's Community Development Department:

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and are based on certain application(s), copies of which ("Application(s)) are shown as Exhibit "B" attached hereto and expressly made a part hereof ("Action(s)").

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first-above written.

TOWN OF PRESCOTT VALLEY, a  
municipal corporation of Arizona,  
(Town)

\_\_\_\_\_  
Kell Palguta, Mayor

ATTEST:

\_\_\_\_\_  
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivan Legler, Town Attorney

STATE OF ARIZONA     )  
  ) ss:  
County of Yavapai     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Kell Palguta, Mayor of the Town of Prescott Valley, a municipal corporation of Arizona, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Signature

My Commission Expires:

\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first-above written.

\_\_\_\_\_, (Owner(s))

\_\_\_\_\_

\_\_\_\_\_  
Owner(s) Signature

\_\_\_\_\_  
Owner(s) Signature

STATE OF ARIZONA     )  
  ) ss:  
County of Yavapai     )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ \_\_\_\_\_,  
personally appeared before me,  
\_\_\_\_\_ who is personally known to me,  
\_\_\_\_\_ whose identity I verified on the basis of \_\_\_\_\_  
\_\_\_\_\_ whose identity I verified on the oath/affirmation of \_\_\_\_\_  
a credible witness,  
to be the signer of the foregoing document, and he/she acknowledged that  
he/she signed it.

\_\_\_\_\_  
Notary Signature

My Commission Expires:  
\_\_\_\_\_



**EXHIBIT "A"**

**PROPERTY**

**EXHIBIT "B"**

**APPLICATION(S)**