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# TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331  
(928) 634-7943 FAX (928) 634-0715

## P&Z RESOLUTION NO. 2020-4

### APPROVING PRELIMINARY AND FINAL SITE PLAN REVIEW FOR A MIXED-USE COMMERCIAL BUILDING AT 324 QUEEN STREET

WHEREAS, the Town of Jerome has received an application for Preliminary and Final Site Plan Review by Windy Jones and Josh Lindner for property located at 324 Queen Street (APN 401-11-012C); and

WHEREAS, the property is in the C-1 zoning district; and

WHEREAS, the applicant has proposed a mix of both permitted uses (retail) and conditionally permitted uses (boarding house); and

WHEREAS, the applicant has proposed a separate application for approval of the conditionally permitted use; and

WHEREAS, a notice was posted at the site on December 23, 2019 in accordance with Jerome Zoning Ordinance Section 303.1C; and

WHEREAS, the Jerome Planning & Zoning Commission reviewed this application at their January 8, 2020 meeting and wishes to approve the application with certain conditions; and

WHEREAS, the Planning and Zoning Commission finds that the site plan does not adversely affect the public health, safety and general welfare, and so protects the environment and the historical character of the Town of Jerome;

NOW, THEREFORE, BE IT RESOLVED by the Planning and Zoning Commission of the Town of Jerome, Arizona, that the Preliminary and Final Site Plan submitted for a mixed-use commercial building at 324 Queen Street is hereby approved, subject to the following conditions:

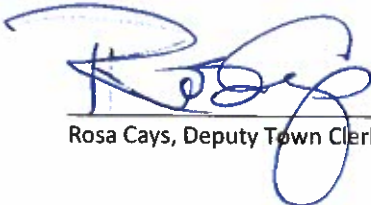
1. **Parking** – A total of six parking spaces shall be provided for the proposed uses. The parking spaces are required to be provided prior to final occupancy.
2. **Height** – The building height shall not exceed 25' above existing average grade.
3. **Construction Hours and Noise** – Construction and noise shall be limited between 8:00 pm and 7:00 am in accordance with Section 10-1-13.C. of the Jerome Town Code.
4. **Sign** – A separate application for the Design Review Board will be required for approval of any signage.
5. **Fire-escape Setback** – The fire-escape at the rear of the building shall be at least 15' from the rear property line.

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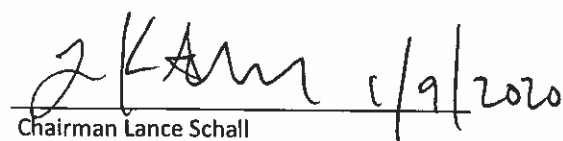
6. **Fire-escape Path** – Access across the adjacent Town-owned lot to the west shall be reviewed and approved by the Fire Chief and Public Works Director prior to issuance of a building permit.
7. **Recorded Agreement** – The applicant shall enter into an agreement with the Town to find an alternative route for the fire-escape path should the Town sell or develop the adjacent lot (APN 401-06-127). This agreement shall be recorded prior to issuance of a building permit. This shall be done at no cost or burden to the Town.
8. **Other Improvements/Changes** – Any subsequent modifications or changes to the Plans, including but not limited to changes in setbacks, square footage, fences, siding, roofing, height, etc., will require additional review by the Planning and Zoning Commission and/or the Design Review Board.
9. **Drainage** - The building permit submittal shall indicate both existing and proposed drainage. This includes, but is not limited to, how drainage will be collected (such as from roof drains) and directed to provide disposal and protection of neighboring properties. This may include splash blocks, swales, detention basins, and gravel catchments to help dissipate hydraulic energy. Roof drains shall not be directed over the front sidewalk.
10. **Sidewalk** – A sidewalk shall be provided across the full front of the lot and shall be reviewed and approved by the Public Works Director prior to issuance of a building permit.
11. **Grading** - Grading shall comply with the requirements of Section 303.3 of the Zoning Ordinance. Grading plans shall include, but not be limited to, adequate dust control measures, erosion control/drainage, and fencing to protect sensitive features (such as trees to be saved).
12. **Sewer/Septic** - The building permit submittal shall show and include details on the location and connection to either public sewer or the use of a septic system.
13. **Home Occupations** - Any proposed use of the property for a Home Occupation shall be incidental to the primary use of the property and in compliance with Section 502.M. of the Zoning Ordinance.
14. **Building Permit Submittal and Code Requirements** - The applicant shall consult with the Building Official and submit detailed drawings for building permits that clearly demonstrate compliance with all Code requirements, including, but not limited to, coverage, height, parking and setbacks (Section 505).
15. **Conditions on Plans** – The building permit plan submittal shall include a sheet with a list of the approved conditions.
16. **Expiration of Approval** - This approval shall become null and void if a building permit is not issued within six (6) months of final Planning and Zoning and Design Review Board Approval of this application. If necessary, the applicant may request an extension by the approval body, if the extension is submitted prior to approval expiration.

ADOPTED AND APPROVED by a majority vote of the Planning and Zoning Commission on the 8th day of January 2020.

ATTEST:

  
\_\_\_\_\_  
Rosa Cays, Deputy Town Clerk

APPROVED:

  
\_\_\_\_\_  
Chairman Lance Schall



# TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331  
(928) 634-7943 FAX (928) 634-0715

## MEMORANDUM OF UNDERSTANDING BETWEEN TOWN OF JEROME AND CUBAN QUEEN APPLICANT

Updated: November 6, 2019

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Town of Jerome (hereinafter referred to as **Town**), whose address is PO Box 335, Jerome, AZ 86331, and the **Applicant** for the former site of the Cuban Queen (hereinafter referred to as **Applicant**), whose address is 2549 Haskell Springs Rd., Clarkdale, AZ 86324.
2. **Purpose.** The purpose of this **MOU** is to establish the terms and conditions under which the **Town** and **Applicant** will proceed regarding the processing of the application/s (hereinafter referred to as **Application**) for development of the former site of the Cuban Queen building (the **Site**), located at 324 Queen Street in Jerome (APN 401-06-127). Refer to Attachment A – Site Plan.
3. **Term of MOU.** This **MOU** is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this **MOU** and shall remain in full force and effect for not longer than six (6) months from time of the last signature (the "**Term**"). This **MOU** may be terminated, without cause, by either party upon thirty (30) days' written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
4. **General Provisions.**
  - A. **Time is of the Essence.** The **Town** and the **Applicant** agree that it is in the best interest of both parties to proceed as quickly and efficiently as possible and work toward a solution that is beneficial to both parties. A draft schedule is attached and is incorporated as part of this **MOU** (Attachment B).
  - B. **Parking Variance.** The **Applicant** has previously submitted two parking variance applications that were considered by the Board of Adjustments (hereinafter referred to as the **Board**). One of the applications was denied (the "**Denied Variance Application**") by the **Board**, and the other application (the "**Tabled Variance Application**") was tabled to October 24, 2019. The application that was denied is subject to an agreement (the "**Tolling Agreement**") is hereby extended to January 23, 2020.

- C. **Code Standards and Requirements.** Both parties recognize that the Town has specific standards and requirements for new development related to height, parking, setbacks, etc. that must be addressed as part of any application submittal.
  - D. **Historic Character.** Both parties agree that development on the Site will be compatible with the surrounding environment and will preserve and protect the historic character of the Town of Jerome.
  - E. **Parking.** Both parties agree that it is extremely challenging to provide on-site parking for the proposed use as a result of the unique characteristics of the site. Both parties agree to work toward finding alternative solutions to on-site parking for the proposed use.
5. **Responsibilities of Town.** The Town agrees to the following.
- A. **Proceed in a Timely Manner.** The Town agrees to process as quickly as possible the Application in general accordance with the attached Schedule/Timeline (Attachment B).
  - B. **Parking Overlay District.** The Town agrees to proceed with the creation of a Parking Overlay District/In-Lieu Fee Program (hereinafter referred to as the District) that will allow the Applicant the opportunity to provide parking by either constructing new parking spaces on Town owned property or by paying an In-Lieu fee for the spaces, or by a combination of both in order to comply with Town parking requirements for the development of the Site. If the Applicant elects not to pursue either of these two alternatives under the Overlay District/In-Lieu Fee Program, the Applicant may obtain parking in order to comply with Town parking requirements for the development of the Site pursuant to Section 510.C.2.a of the Town Zoning Code.
6. **Responsibilities of Applicant.**
- A. **Submit Application.** The Applicant agrees to submit a revised application that complies with all Code standards; including but not limited to height, coverage, and setbacks.
  - B. **Parking.** The Applicant agrees to continue to pursue meeting the parking requirements by providing off-site parking through current Zoning Code standards and/or by participating in the District.
  - C. **District Participation.** The Applicant agrees in principle to support and participate in the District and the formation of the District. The applicant recognizes that formation of the District is a public process and that the Town cannot guarantee that all aspects of the District will be favorable to the Applicant. Once the District is

established, if the Applicant does not pursue parking for the Site pursuant to Section 510.C.2.a of the Town Zoning Code, the Applicant agrees to participate in the District by either constructing the required parking spaces on Town owned property and/or by paying an In-Lieu parking fee.

- D. **Parking Variance.** The applicant has requested, and the Board of Adjustment has approved, an extension of the Tolling Agreement until January 23, 2020. The applicant has withdrawn the Tabled Variance Application.

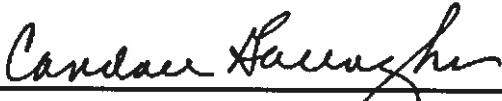
**7. Other Provisions**

- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- C. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- D. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.
- E. **Termination.** This MOU is subject to termination pursuant to A.R.S. § 38-511

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Town**

  
\_\_\_\_\_  
Candace Gallagher, Town Manager

11-13-19  
Date

  
\_\_\_\_\_  
Alex Barber, Town Mayor

11/18/19  
Date

**Applicant**

  
\_\_\_\_\_  
Windy Jones

11-7-19  
Date

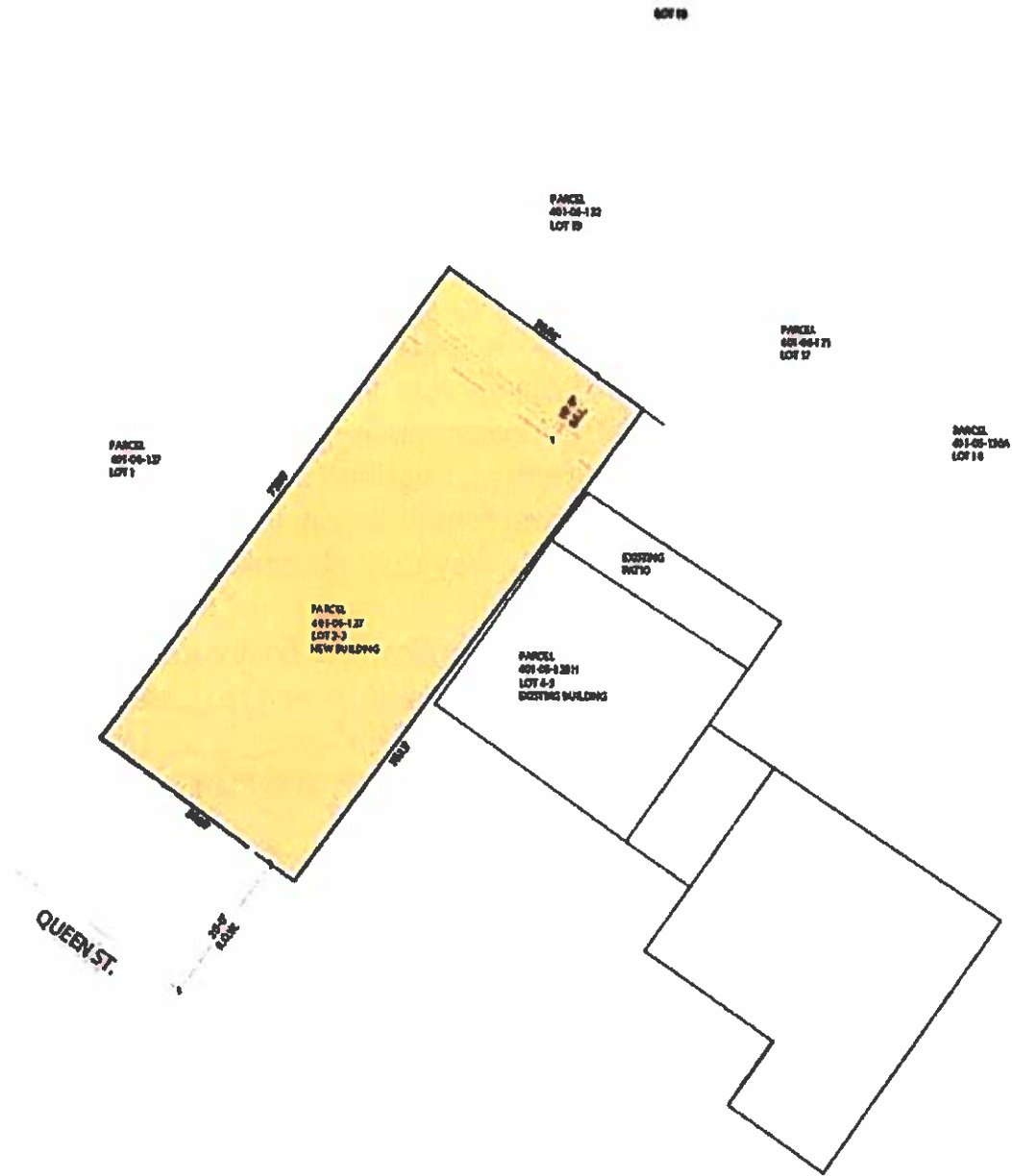
  
\_\_\_\_\_  
Josh Lindner

11-7-19  
Date

**Attachments:**

- A. Site Plan
- B. Schedule/Timeline

# Attachment A – Site Plan



1 | SITE PLAN  
SCALE 1:100



## **Attachment B – Schedule/Timeline**

- 1. Oct. 17, 2019:** Meeting regarding DRAFT MOU
- 2. Oct. 17, 2019:** Applicant withdraws the variance for 5 parking spaces (the “Tabled Variance”)
- 3. Oct. 17, 2019:** Tolling Agreement for the “Denied Variance” Extended to Jan. 23, 2020 by Bill Sims (Town Attorney) with concurrence from Alex Barber, Mayor; and Gary Shapiro, Board of Adjustments Chair
- 4. Oct. 21, 2019:** Previous Tolling Agreement Extension ends (see continued date below)
- 5. Oct. 24, 2019:** Variance for 5 Parking Spaces (The Tabled Variance) continued to this date (note – the Tabled Variance was withdrawn)
- 6. Nov. 4<sup>th</sup> – 13<sup>th</sup>:** Applicant submits revised plans for review by ZA
- 7. Nov. 6, 2019:** ZA provides an informal update on the project status at the regularly scheduled P&Z meeting (no formal action, just informational for P&Z)
- 8. Nov. 12, 2019:** MOU and Parking Overlay District scheduled for Council review at regular meeting
- 9. Nov. 20, 2019:** “Drop Dead Date” for applicant to complete any final revisions and submit any changes requested by ZA in order to have the application deemed “Complete” and scheduled for P&Z
- 10. Dec. 4, 2019:** P&Z reviews Application for CUP, Site Plan Review, and Parking Overlay District
- 11. Dec. 9, 2019:** DRB reviews Application for Design Review (note – this may get pushed back to the January DRB meeting)
- 12. Jan. 14, 2020:** Council reviews the CUP application and Parking Overlay District (1<sup>st</sup> Reading of Ordinance)
- 13. Jan. 23, 2020:** Tolling Agreement for Denied Variance extended to this date
- 14. Feb. 11, 2020:** 2<sup>nd</sup> Reading of Parking Overlay District Ordinance