



MEMORANDUM

DATE: January 10, 2014

TO: Linus Kafka
Zoning Examiner

FROM: Carolyn Laurie
Lead Planner

SUBJECT: C9-13-12 CODAC – Fort Lowell

Please find attached the amended preliminary conditions for your consideration and review. As previously stated, staff has been in discussions with Jeff Hunt and Keri Silvyn, concerning the preliminary condition for the case. These items have been generally clarified at this point. Additional review and clarification of the Neighborhood Communications Plan is anticipated during the hearing scheduled for January 16, 2014.

PROCEDURAL

1. A development package in substantial compliance with the preliminary development package and required reports dated October 22, 2013 is to be submitted and approved in accordance with the *Administrative Manual*, Section 2-06.
2. The property owner shall execute a waiver of potential claims under A.R.S. Sec. 12-1134 for this zoning amendment as permitted by A.R.S. Sec. 12-1134 (I) in the form approved by the City Attorney and titled “Agreement to Waive Any Claims Against the City for Zoning Amendment”. The fully executed Waiver must be received by the Planning & Development Services Department before the item is scheduled for Mayor and Council action.
3. Historic or prehistoric features or artifacts discovered during future ground disturbing activities should be reported to the City of Tucson Historic Preservation Officer. Pursuant to A.R.S. 41-865 the discovery of human remains and associated objects found on private lands in Arizona must be reported to the Director of Arizona State Museum.
4. Any relocation, modification, etc., of existing utilities and/or public improvements necessitated by the proposed development shall be at no expense to the public.
5. “Safe by Design” concepts shall be incorporated in the development plan for review by the Tucson Police Department.
6. The owner/developer shall obtain written documentation from the Pima County Regional Wastewater Reclamation District (PCRWRD) that treatment and conveyance capacity is available for any new development within the rezoning area, no more than 90 days before submitting any tentative plat, development plan, sewer improvement plan or request for building permit for review. Should treatment and/or conveyance capacity not be available at that time, the owner/developer shall have the option of funding, designing and constructing the necessary improvements to Pima County’s public sewerage system at his or her sole expense or cooperatively with other affected parties. All such improvements shall be designed and constructed as directed by the PCRWRD.
7. Five years are allowed from the date of initial authorization to implement and effectuate all Code requirements and conditions of rezoning.

LAND USE COMPATIBILITY

8. A 25-foot wide landscape buffer with an average of one tree for every 25 linear feet shall be provided along the north property line within the parcel zoned Parking (P). ~~rezoning site.~~

9. Hours of operation between Monday and Friday from 7:00 AM to 98:00 PM, and weekends from 7:00 AM to 56:00PM.
10. ~~An approved~~ Neighborhood Communication Plan will be on file with Planning and Development Services, which names a direct contact and addresses neighborhood communication and outreach.
11. Parking spaces north of the building shall be for employee use only and shall be identified with appropriate signage.
12. Delineation of a dedicated employee rest area. The rest area will be located a minim of 25 feet away from residential housing units.
13. An integrated outdoor lighting plan, in compliance with the Outdoor Lighting Code (OLC), shall be included in the development plan package. The plan shall show even lighting distribution over the entire proposed site, and shall minimize spill-over light to the north.
14. All ADA parking spaces and short term bicycle parking facilities shall be located adjacent to the building.
15. All walls visible from a public right-of-way and/or adjacent to existing residential development, are to be graffiti-resistant and incorporate one (1) or more visually appealing design treatments, such as the use of two (2) or more decorative materials like stucco, rustic metal, tile, stone, or brick; a visually interesting design on the wall surface. Metal portions should be painted to match the existing screen wall color, if a natural rustic color is preferred or used, a sealant over the material shall be used. ; ~~varied wall alignments (jog, curve, notch, setback, etc.); and/or trees and shrubs in voids created by the wall variations.~~
16. A six (6) foot height masonry wall or an appropriate alternative material shall be located along the north, east and western on the property boundaryline. The height of the wall shall be measured on the internal side of the parcel.
17. Six (6) inch wide masonry block or greater shall be used for perimeter walls.

DRAINAGE/GRADING/VEGETATION/HEAT ISLAND MITIGATION

18. Preparation of a complete Drainage Report, including details of detention/retention, is required. Should detention/retention be required, the following will apply:
19. Each detention/retention basin shall include a sediment trap, or other sediment control measures to include rip rap rock at inlet locations, as approved by the City Engineer, to prevent sedimentation of the detention/retention basin. Each sediment trap, or other sediment control measure, shall have a provision for total drainage.

20. Detention/retention basin floors shall be graded to drain either toward the outlet structure or other logical point. Basin floors shall not be flat unless the basin is operating as a landscape retention basin, in which case, the basin outlet cannot exceed a maximum height of 6", as measure from the basin bottom.*
21. Detention/retention basins in or adjacent to the residential area shall be located adjacent to a street or accessible common area. Basin sideslopes in the adjacent area(s) shall be designed and constructed in accordance with the requirements of the Detention/Retention Manual for human activity zones.
22. All security barriers and screening for detention/retention basins shall meet Safe By Design guidelines.
23. Owner/applicant is responsible for providing a special inspection and delivering results to City for the following condition. Provide root zones with a minimum of 300 cubic feet (no deeper than 3 feet) of uncompacted (less than 90%) soil; or 600 cubic feet (no deeper than 3 feet) of structured soil that can be compacted at 95%, per manufacturers recommendation, so that pavement can be laid directly over the structured soil while allowing development of roots.
24. There shall be no greater than a ten percent (10%) surplus over the number of vehicle parking spaces required by the *UDC* for the proposed use. Additional spaces may be mitigated on a one to one bases with the planting of additional native canopy trees.
25. Incorporate reflective, ~~pervious paving~~ materials in pedestrian areas, ~~and adjacent to planting areas.~~
26. Owner/applicant is responsible for providing a special inspection and delivering results to City for the following condition. Provide materials with building permit application and reference rezoning case number C9-13-12. New or and replacement roofing material shall be Energy Star rated, or cool roof rated with Initial Solar Reflectance Greater than or equal to 0.65, and minimum infrared emittance to be 85% or more. Placement of and utilization of energy from solar panels on roofs is an acceptable alternative.

ROAD IMPROVEMENTS/VEHICULAR ACCESS/CIRCULATION

27. The installation of a six (6) foot wide sidewalk meeting ADA standards along the parcel zoned Parking (P) full frontage of the integrated site. Standard width transition, wheelchair access ramps and site access points shall be provided ~~whent~~ ing to existing sidewalks.
28. Dedication of right of way along Fort Lowell as required by the Department of Transportation.

AGREEMENT TO WAIVE ANY CLAIMS
AGAINST THE CITY FOR ZONING AMENDMENT

This agreement ("**Agreement**") is entered into between _____, as the owner of the property described herein ("**Owner**") and the City of Tucson ("**City**") to waive any and all claims for diminution of value that may be based upon action by the City in response to a request from the Owner. This Agreement is entered into in conformance with A.R.S. §12-1134(I).

The Owner is the holder of fee title to the property located at _____, Tucson, Arizona, (the "Property") which is more fully described in the Owner's application to the City in Case XXXXXX and incorporated herein. The Owner, or the authorized agent of the Owner, has submitted an application to the City requesting that the City rezone the Property. The Owner has requested this action because the Owner has plans for the development of the Property that require the rezoning. The Owner believes that the rezoning of the Property will increase the value and development potential of the Property, and that this outweighs any rights or remedies that may be obtained under A.R.S. §12-1134 et. seq.

By signing this Agreement, the Owner waives any right or claim that may arise under A.R.S. §12-1134, including any claim for the reduction in the value of the Property, as a result of the enactment of the zoning amendment in Case XXXXXXX.

The Owner understands that City staff may propose, the Zoning Examiner may recommend and the Mayor and Council may adopt conditions to the requested zoning that limit the potential development of the Property. The Owner acknowledges that the rezoning and conditions are a single, integrated legislative approval. The Owner agrees and consents to all conditions that may be imposed. The Owner retains the right to withdraw the rezoning application prior to a vote by the Mayor and Council or to decline to implement the necessary requirements to effectuate the zoning if the Owner disagrees with any conditions that are proposed or approved. If the Owner does not withdraw the application, the Owner shall be deemed to have accepted all adopted conditions to the requested zoning. If the Owner withdraws the application or does not effectuate the new zoning, this Agreement is null and void.

This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. The Owner has agreed to the form of this Agreement provided and approved by the City Attorney. The Owner has had the opportunity to consult with an attorney of the Owner's choice prior to entering this Agreement and enters it fully understanding that the Owner is waiving the rights and remedies as set forth herein.

Upon execution, this Agreement shall be recorded in the Office of the Pima County Recorder.

The Owner warrants and represents that the person or persons listed herein as the Owner is/are the owner in fee title of the Property. The Owner further agrees to indemnify

and hold the City of Tucson, its officers, employees and agents harmless from any and all claims, causes of action, demands, losses, costs and expenses based upon an alleged reduction of value of the Property as a result of the City's action in Case XXXXXXXX.

Dated this _____ day of _____, 20__.

Owner: _____
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

Owner: _____
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

By: _____
(Signature of Owner or Authorized Representative, if applicable)

By: _____
(Signature of Owner or Authorized Representative, if applicable)

Its: _____
(Title of Individual Signing in Representative Capacity)

Its: _____
(Title of Individual Signing in Representative Capacity)

State of Arizona)
)
County of _____)

On this _____ day of _____, 20__, before me personally appeared _____ on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public

My Commission expires:

City of Tucson, an Arizona municipal Corporation:

By: _____
Planning & Development Services Department

This form has been approved by the City Attorney.