



**CITY OF
TUCSON**
ZONING
EXAMINER'S
OFFICE

Preliminary Report

January 16, 2015

Johnson D & B Family, LLC
8585 East La Rienda Ct.
Tucson, AZ 85715

Kevin M. Hall
Cypress Civil Development, LLC
2102 N. Country Club Rd. #9
Tucson, AZ 85716

**SUBJECT: C9-14-11 Family Dollar – Ajo Way, R-3 to C-1
Public Hearing: January 8, 2015**

Dear Mr. Hall,

Pursuant to the City of Tucson Unified Development Code and the Zoning Examiner's Rules of Procedures (Resolution No. 9428), this letter constitutes written notification of the Zoning Examiner's summary of findings for rezoning case C9-14-11 – Family Dollar – Ajo Way. At the expiration of 14 days of the conclusion of the public hearing, the Zoning Examiner's Report (complete with background information, public hearing summary, findings of fact, conclusion, recommendation, and public hearing minutes) to the Mayor and Council shall be filed with the City Manager. A copy of that report can be obtained from either the Planning and Development Services Department (791-5550) or the City Clerk.

If you or any party believes that the Zoning Examiner's recommendation is based on errors of procedure or fact, a written request to the Zoning Examiner for review and reconsideration may be made within 14 days of the conclusion of the public hearing.

The public hearing held by the Zoning Examiner shall constitute the public hearing by the Mayor and Council. However, any person may request a new public hearing before the Mayor and Council. A request for a new public hearing must be filed in writing with the City Clerk within 14 days of the close of the Zoning Examiner's public hearing.

SUMMARY OF FINDINGS

This is a request by Cypress Civil Development, LLC, on behalf of the property owners Johnson D & B Family, LLC, to rezone approximately 0.8 acres from R-3 to C-1 zoning. The rezoning site is located on the north side of Ajo Way, approximately 220 feet east of Holiday Isle Boulevard. The preliminary development plan proposes a 9100 square-foot building with a maximum building height of twenty-six (26) feet on 1.4 acres of a 2.1 acre parcel for retail use as a Family Dollar store. The site is currently the location of a self-service carwash facility.

To the north of the site is a mobile home park, zoned MH-1. To the south is a Quik Trip convenience store and fuel dispensary, zoned C-2. To the east is an apartment complex, zoned R-3, and to the west is a Burger King food service, zoned C-1.

Vehicular access to the rezoning site is from Ajo Way. Ajo Way is scheduled to be improved to a two-lane divided highway with a dedicated right and left turn lane to Holiday Isle Boulevard. As part of an agreement with the Arizona Department of Transportation, the site shall be designed with respect to the final configuration of Ajo Way. A right-in, right-out only median will be installed in the proposed drive way to the site. Ajo Way is identified as a Gateway Route on the *Major Streets and Routes Plan* map. Holiday Isle Boulevard is identified as a local street. The Pima Association of Governments – Transportation Planning Division estimates that the proposed development will generate 404 vehicle trips per day.

Land use policy direction for this area is provided by the *Santa Cruz Area Plan* and *Plan Tucson*. *Plan Tucson* identifies the rezoning site as within an "Existing Neighborhoods" Future Growth Scenario Building Block, as identified on the Future Growth Scenario Map. Existing neighborhoods are primarily developed and largely built-out residential neighborhoods and commercial districts in which minimal new development and redevelopment is expected. The goal is to maintain the character of these areas while accommodating new services. Urban heat-island effects should be mitigated by expanding and maintaining a healthy drought-tolerant low-water use urban forest. New development should utilize solutions and strategies included in the Design Guidelines Manual to provide an improved level of community design.

The *Santa Cruz Area Plan* identifies this parcel within Key Parcel 6 which supports commercial development services at major intersections. Plan policies support related commercial services in new and existing neighborhoods on a case-by-case basis and depending on specific market conditions. It also directs new development within or near existing neighborhoods to be designed and scaled to be compatible with existing neighborhood characteristics.

Buildings in the area are predominately single-story, although the adjacent apartment complex is two-story. A 20-foot building height is proposed for the majority of the new building, with the front section facing Ajo Way at 26 feet tall. Given that Ajo Way is a Gateway Route, the front face of the building will be designed so that it is compatible with the character of the neighborhood. Additionally, a 40-foot wide landscape buffer has been provided between the proposed building and the perimeter wall along the east property line, shared with the apartment complex. A detention basin on the north side of the property will be designed to serve as another buffer between the proposed project and the mobile home park to the north. Parking, loading, and trash collection are located to the south and west sides of the building, away from residential uses. In order to promote connectivity to Holiday Isle Boulevard, cross access is provided to the commercial use to the west, along with pedestrian access to public sidewalks.

CONCLUSION

The proposed land use is consistent with the *Plan Tucson* and the *Santa Cruz Area Plan* and in keeping with the character of the area. The C-1 zone is consistent with commercial uses in the immediate area. Subject to compliance with the preliminary conditions, approval of C-1 zoning is appropriate.

RECOMMENDATION

The Zoning Examiner recommends approval of C-1 zoning.

Sincerely,

Linus Kafka
Zoning Examiner

ATTACHMENTS:

Case Location Map
Rezoning Case Map

cc: City of Tucson Mayor and Council

Preliminary Conditions

PROCEDURAL

1. The development package, in accordance with the *Administrative Manual*, Section 2-06, shall be in substantial compliance with the Preliminary Development Plan submitted on October 20, 2014 which clearly illustrates compliance with all conditions through the use of details, diagrams and/or notes.
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. Building height shall be limited to 26 feet.

Preliminary Conditions

9. Noise generating activities (such as loading zones and dumpsters) to be located a minimum of 50-feet from residentially developed or residentially zoned properties.
10. Outdoor lighting to be downward-facing and shielded away from neighborhood. No light poles along shared wall to the east.
11. All proposed 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, tile, stone, or brick; a visually interesting design on the wall surface; varied wall alignments, (jog, curve, notch, setback, etc.); and/or trees and shrubs in voids created by the wall variations. Graffiti to be removed within seventy-two (72) hours of discovery.

DRAINAGE/GRADING/VEGETATION

12. Preparation of a complete Drainage Report, including details of detention/retention, is required. Should detention/retention be required, the following will apply:
 - a. Each detention/retention basin shall include a sediment trap, or other sediment control measures, to include rip rap rock, 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.
 - b. 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 standing water cannot exceed a maximum depth of six (6) inches.
 - c. 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.
 - d. Rectangular basin shapes shall be avoided unless necessitated by recreational or visual amenities within the basin.
 - e. Vegetation shall be used as screening and/or security barrier for a minimum of ten percent of the basin perimeter.
 - f. All security barriers and screening for detention/retention basins shall meet Safe By Design guidelines.

Preliminary Conditions

13. Regarding the drainage systems, bleed pipes or other systems to allow for positive gradient, shall be used to drain any basin or water harvesting areas. Positive gradient will be required to assure 12-hr drain-down time is achieved for drainage systems.
14. On-site flow lines may not collect at, or convey water to, the front edge of solid waste pick-up areas.
15. There shall be no greater than a 10 percent surplus over the number of vehicle parking spaces required by the *UDC* for the proposed use.
16. 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 C9-14-11. New 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

17. Access along Ajo Way shall be restricted to “right in” and “right out” only.
18. Cross access to the west adjacent parcel shall be provided to ensure access to Holiday Isle Boulevard.

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 C9-14-11 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 C9-14-11.

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 C9-14-11.

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

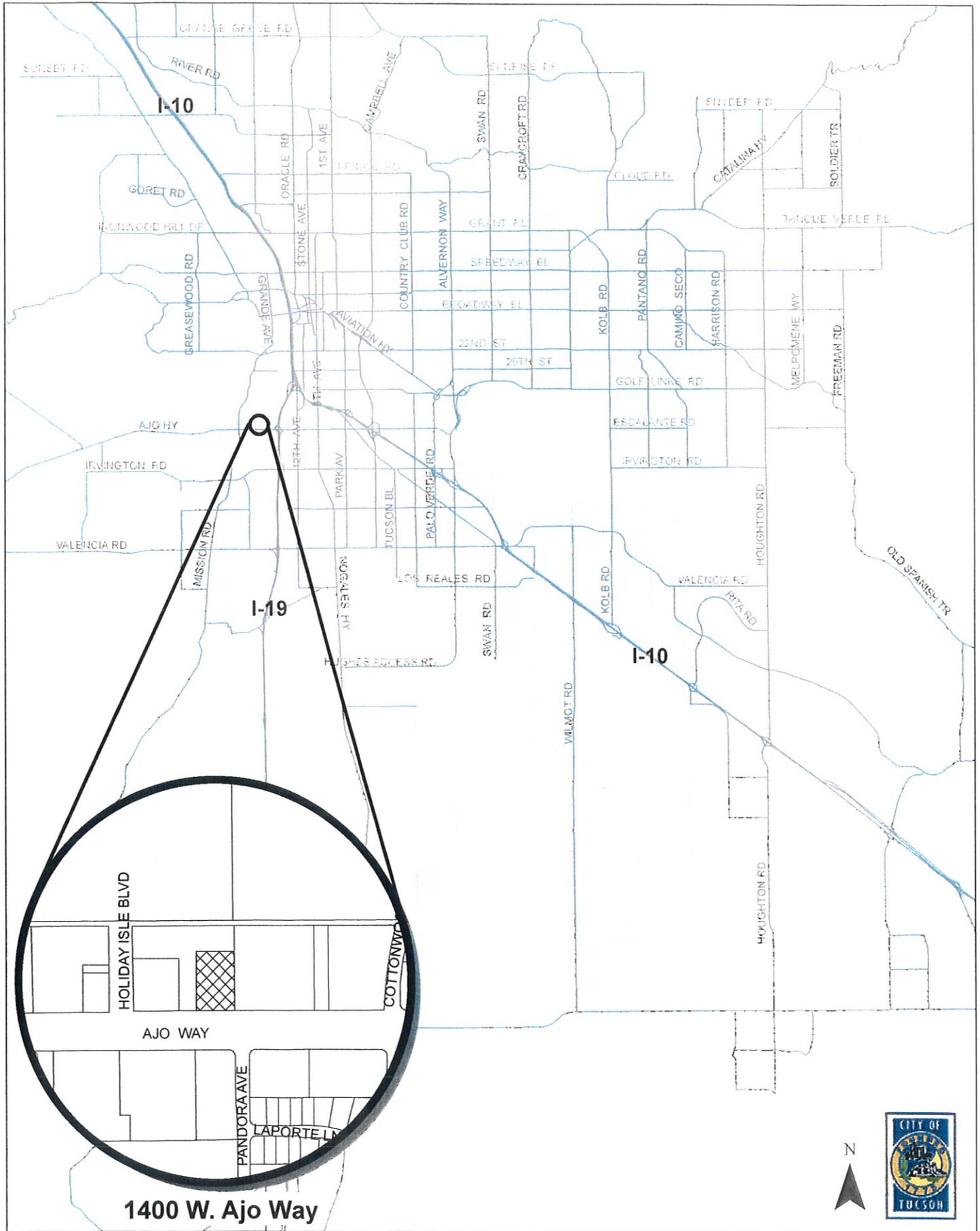
My Commission expires:

City of Tucson, an Arizona municipal Corporation:

By: _____
Planning & Development Services Department

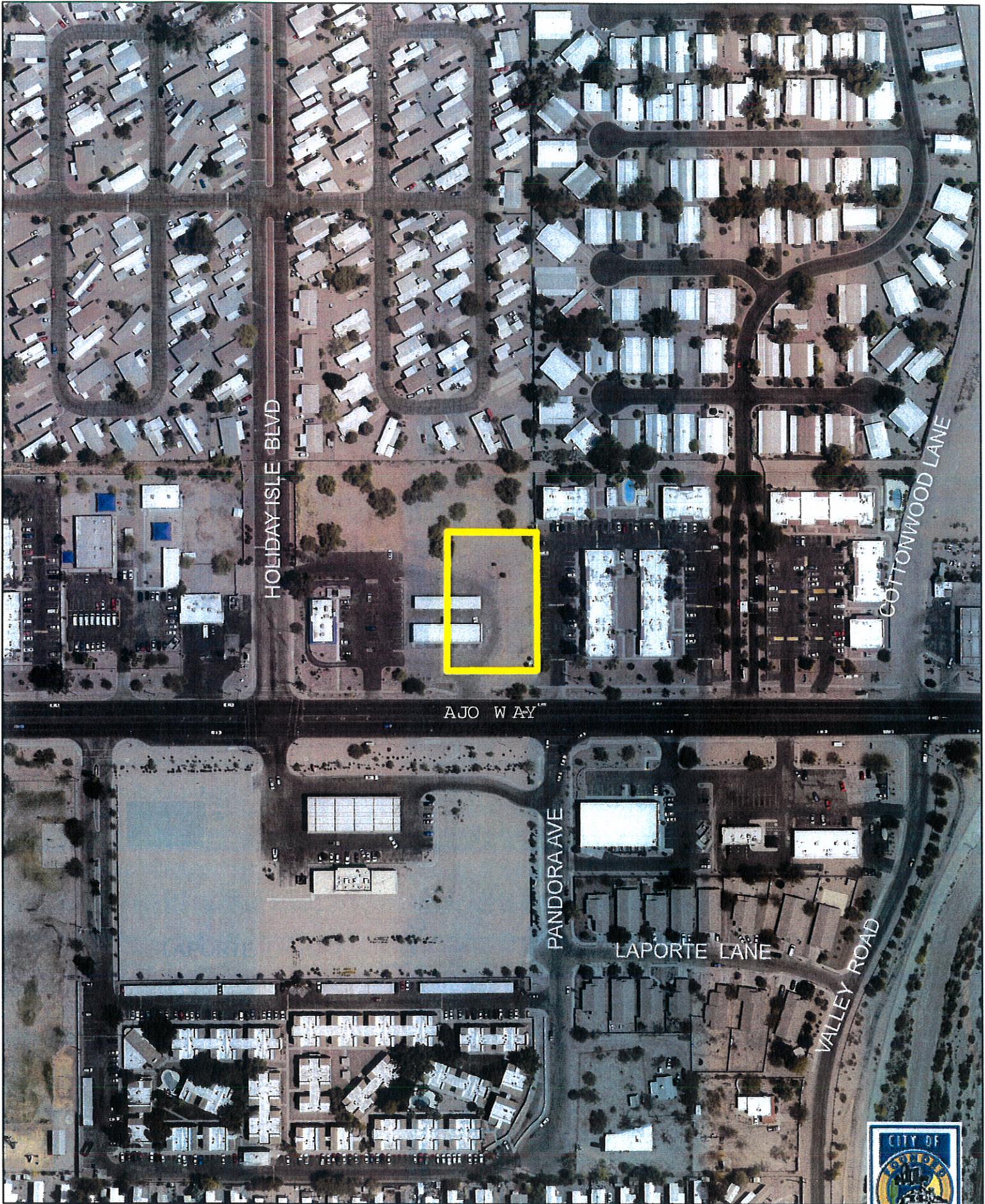
This form has been approved by the City Attorney.

C9-14-11 Family Dollar - Ajo Way



1400 W. Ajo Way





C9-14-11 Family Dollar - Ajo Way
2014 Aerial

0 50 100 200
Feet
1 inch = 200 feet

