CYPRESS CIVIL DEVELOPMENT

TRANSMITTAL SHEET

то:	City of Tucson Development Services Dept.	DATE:	November 30 th , 2015
	201 North Stone Avenue	JOB NO.	15.087
	Tucson, Arizona 85701	RE:	Marist College
	Attn: Frank Dillon		IID 1 st Submittal

We are sending you:

COPIES	DATE	DESCRIPTION
1	11/30/2015	IID Application
1	11/30/2015	Signed Owner Authorization Letter
1	11/30/2015	Assessor Record Map
1	11/30/2015	Assessor Parcel Detail
20	11/30/2015	IID Design Package
1	11/30/2015	Draft Lease Option
1	11/30/2015	Credit card payment in the amount of \$506.00 for review fees

THESE ARE TRANSMITTED AS CHECKED BELOW:

\mathbf{X}	For	ap	prova	I
$\vee \vee$	101	ap	prova	

As requested

For review and comment

For your use

REMARKS:

If you have any questions, please feel free to call.

Thank you, Jeff

SIGNED: Jeff Hunt, Principal

COPY TO: File 15.087

< n
RECEIVED BY:
DATE: 11/30/2015

CYPRESS CIVIL DEVELOPMENT 2102 n. country club rd. #9 tucson, arizona 85716 p: 520.991.5213



Zoning Administration Process Overview: A project may be subject to various reviews and criteria depending on the scope of work and the Unified Development Code (UDC). Please note that your projects may not be subject to review by all review authorities used in the table below. The Zoning Administration processes at Planning and Development Services Department (PDSD) include:

Review Process	Review Authorities	PDSD Planning Contact
Design Development Option (DDO) [UDC Section 3.11.1]	Design Review Board (DRB)	Michael Taku – (520) 837-4963 Russlyn Wells – (520) 837-4948
Flexible Lot Development (FLD) [UDC Section 8.7.3]	Design Professional	Frank Dillon – (520) 837-6957
Historic Preservation Zone (HPZ) [UDC Section 5.8]	 Neighborhood Historic Advisory Board Tucson-Pima County Historical Commission (T-PCHC) Plans Review Subcommittee (PRS) 	Michael Taku – (520) 837-4963 Frank Dillon – (520) 837-6957
Infill Incentive District (IID) [UDC Section 5.12]	 Neighborhood Liaison Design Professional T-PCHC PRS Design Review Committee (IID-DRC) 	Frank Dillon – (520) 837-6957 Carolyn Laurie – (520) 837-4953
Individual Parking Plan (IPP) [UDC Section 7.4.5.A]		Mark Castro – (520) 837-4979
Main Gate District (MGD) Design [MGD Policy]	 Neighborhood Historic Advisory Board T-PCHC PRS Main Gate District Design Review Committee (MGD-DRC) 	Frank Dillon – (520) 837-6957 Jim Mazzocco – (520) 837-6964
Neighborhood Preservation Zone (NPZ) [UDC Section 5.10]	Design Professional	Michael Taku – (520) 837-4963 Frank Dillon – (520) 837-6957
Rio Nuevo Area (RNA) (formerly RND) [UDC Section 5.12.7]	1. T-PCHC PRS 2. Design Review Board (DRB)	Frank Dillon – (520) 837-6957 Michael Taku – (520) 837-4963
Variances [UDC Section 3.10.3]	Design Review Board (DRB) Board of Adjustment (B/A)	Mark Castro – (520) 837-4979 Russlyn Wells – (520) 837-4948

UDC Compliance Review: All projects must **<u>FIRST</u>** be submitted for compliance review at the PDSD 1st floor, 201 North Stone Avenue, (520) 791-5550. The UDC compliance comments for the project are generated by PDSD staff after completing their review of the detailed development package submitted for the project to ensure that all needed modifications are identified.

Pre-Application Meeting: Once you have completed the following Application Form (Page 2) and obtained the Submittal Requirements (Page 3). Applications for pre-submittal conferences must include a completed application form submitted by 4:30 PM, seven (7) working days prior to the requested conference date with the \$100 fee, payable to *The City of Tucson*. Staff will fill out the Case Information (Page 4) and advise applicants on any additional UDC requirements to complete the application package to initiate the review process.

Planning and Development Services Department

APPLICATION



N		
Case Number <u>JTD-15-11</u>	Date Accepted: 🔰	2/8/2015
PROPERTY LOCATION INFORMATION		
Property Development (Project) Name (IF APPLICABLE):	Marist College	
Property Address: 64 West Ochoa Street		
Applicable Area/Neighborhood/Overlay: Downtown C	ore Subdistrict	
Zoning: C-3		
Legal Description: Tucson Nwly Ptn Lot 1 Blk 224		
Pima County Tax Parcel Number/s: 117-13-157A		
Site and Building Area (sq ft): 3,600 sf		
APPLICANT INFORMATION (The person processing the ap	plication and designated to receive I	notices):
APPLICANT NAME: Matt Stuart		
ADDRESS: 2102 North Country Club Road # 9 Tu	ucson, Arizona 85716	
PHONE: (520) 561-4983	FAX: (520)798	3-3341
EMAIL: mstuart@cypresscivil.com		
PROPERTY OWNER NAME (If ownership in escrow, please	note): Saint Augustine Cathed	ral Roman Catholic Parish T
PHONE: (520) 623-6351	FAX: ()	
PROJECT TYPE (check all that apply): () New building on vacant land () New addition to existing building	 Change of use New building of Other 	
Related Permitted Activity Number(s): DP15-0198		
DESCRIPTION OF USE: Multi-family residential		
I hereby certify that all information contained in this application	tion is complete and true to the be	est of my knowledge.
Matt Stvarl	1	11/24/2015
SIGNATURE OF OWNER/APPLICANT		Date
Planning and Development Services Department	Updated 05/19/15	Page 2 of 4

Planning and Development Services Department

Page 2 of 4



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SUBMITTAL REQUIREMENTS

PLEASE PROVIDE THE FOLLOWING MATERIALS IN THIS ORDER:

12	ē	
V	1.	Application form (signed by the Property Owner or Authorized Agent – include letter of authorization).
V	2.	Written summary of neighborhood meeting with sign in sheet and agenda (if applicable).
X	3.	Project statement outlining scope of work.
	4.	UDC compliance review comments (obtained at the 1 st floor). In Review
V	5.	Pima county assessor's record parcel detail and record map.
V	6.	Color aerial photograph of subject property (if applicable).
	7.	Color, labeled photographs of project site existing conditions (north, south, east and west elevations
V		of all structures on the property) and surrounding area (if applicable).
1	8.	Color photographs of precedent examples in surrounding area, labeled with property addresses and
V		keyed on the aerial photograph (if applicable).
	9.	
V		prepared in accordance to Section 2-06.0.0, in the Administrative Manual.
	10.	Elevations (and contextual elevations if applicable) drawn to scale at 11"x17", folded*, dimensions,
V		proposed materials (if applicable) prepared in accordance to Section 2-06.0.0.
	11.	Samples, cut sheets and/or photographs of the type, color and texture of the proposed materials (if
V		applicable).
V	12.	PDF of all above listed items (number of hard copies may be required).
VA	13.	Applicable fees (payable to City of Tucson).
V	14.	(Other) Draft Ground Lease Agreement

*For 11" X 17" format "z" fold as follows: With plan face up bring right side to left side (text to text), align edges and crease right edge. Bring top corner of open edge (top panel only) down to center of right folded edge (creates a diagonal edge on left), align and crease.

Additional application materials may be required at the time of your meeting with staff.

Refer to Supplemental Information per review process for material instructions, etc.

For Zoning and Subdivision review, the Unified Development Code (UDC) applies to this application. If you feel the Land Use Code (LUC) should apply, please consult with Zoning review staff. Applicable timeframes can be provided at your request or found in Administrative Manual Sec. 3-02 or found on our website at <u>http://cms3.tucsonaz.gov/pdsd</u>. For information about applications or applicable policies and ordinance, please contact us at (520) 791-5550.

By state law, we cannot initiate a discussion with you about your rights and options, but we are happy to answer any questions you might have.

Planning and Development Services Department

Updated 05/19/15

Page 3 of 4

Zoning Administration



CASE INFORMATION (To be completed by PDSD staff at pre-application meeting)

CASE INFORMATION		
Case Number (E.g. HPZ-14-11, IID-15-01):		
Related Permitted Activity Number(s):		
Review Process (E.g. HPZ, DDO, IID – Major/Minor)		
Applicable Fees:		
Pre-Application Accepted by:		
Pre-Application Meeting scheduled for:		Date
		Date
Additional Notes:		
Next Steps (E.g neighborhood meeting, recommend	ation from T-PCHC PRS, Design Prof	essional, etc.):
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CERTIFICATION OF MAILING

M/2/2015 (date of mailing)

(date of neighborhood meeting)

3/2015 (date signed)

I hereby certify that: (check the one that applies)

☐ I mailed the meeting notices to everyone on the mailing list, or

□ I provided the meeting notices to ____

to be mailed to everyone on the mailing list on

for the neighborhood meeting to be held on _

(signature of applicant/applicant's agent)

Documentation if available (such as receipt) - See Design Package

Planning and Development Services Department

Page 8 of 8



November 3, 2015

The City of Tucson Planning and Engineering Department 201 North Stone Avenue Tucson, Arizona 85701

RE: Marist College

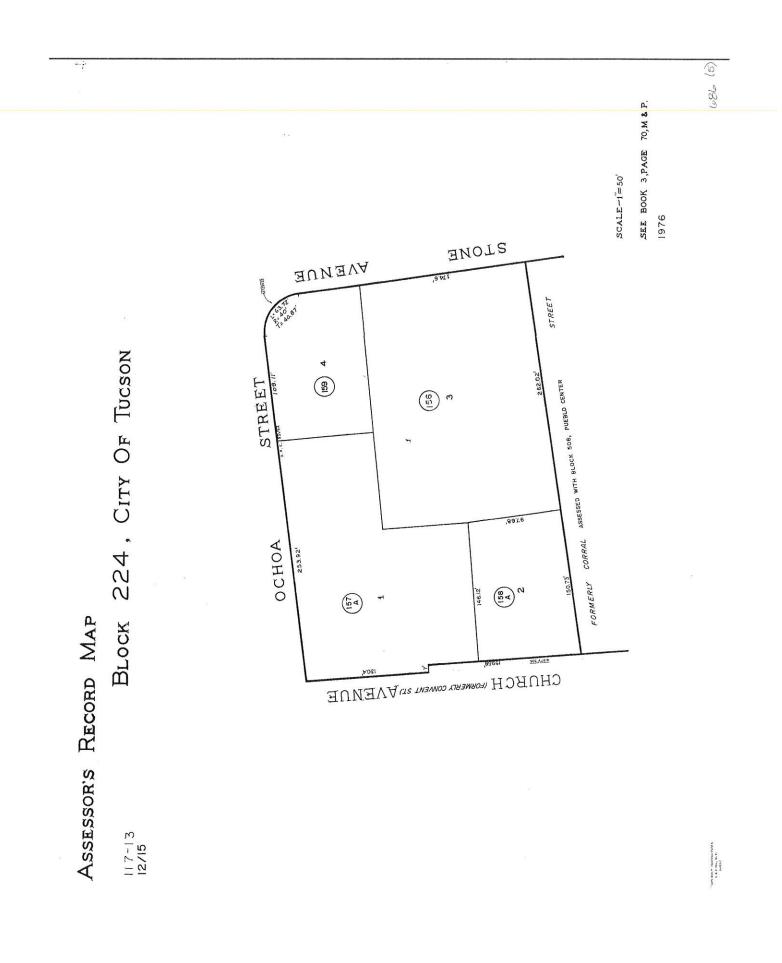
Dear City of Tucson:

This shall serve as an authorization letter that will allow Cypress Civil Development to act as an authorized agent and submit the Development Plan and Infill Incentive District documents for the above referenced project.

Please feel free to contact me should you have any questions.

Sincerely,

John Barraclough Foundation for Senior Living 602-285-1800, ext. 139 jbarraclough@fsl.org



Book-Map-Parcel: 117-13-157A

Property Address:

Taxpayer Information: SAINT AUGUSTINE CATHEDRAL ROMAN CATHOLIC PARISH-TUCSON ATTN: REAL PROPERTY DEPT

PO BOX 31

TUCSON AZ 85702-0031

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Parcel Note: Click to see/expand 3 note(s)

Valuation Data: 2015 2016 ASMT ASSESSED ASMT ASSESSED LEGAL CLASS VALUE RATIO VALUE LEGAL CLASS VALUE RATIO VALUE LAND FCV COMMERCIAL (1) \$667,561 \$123,499 COMMERCIAL (1) \$667,561 \$120,161 18.5 18.0 COMMERCIAL (1) \$613,424 IMPR FCV 18.5 \$113,483 COMMERCIAL (1) \$628,311 18.0 \$113,096 \$236,982 COMMERCIAL (1) \$1,295,872 TOTAL FCV COMMERCIAL (1) \$1,280,985 18.5 18.0 \$233,257 LIMITED COMMERCIAL (1) \$1,280,985 \$236,982 COMMERCIAL (1) \$1,295,872 18.5 18.0 \$233,257 VALUE Property Information: Section: 13 14 0 Town: Range: 13.0E Map & Plat: 3/70 Block: 224 Tract: Rule B District: 1 Land Measure: 37025.00F Group Code: Census Tract: 100 Use Code: 1040 (MISC COMMERCIAL) File Id: 1 Date of Last Change: 7/28/2010 Commercial Characteristics: Property Appraiser: Donald B. Phone: (520)724-7426 Commercial Summary Interface Total Sq Ft Cost Value CCS Override Market Override 15,306 \$628,311 V \$0 **Commercial Detail** SEQ-SECT **Construct Year** Model/Grd **IPR** Sq Ft RCN RCNLD **Model Description** 001-001 903/3 0000000 1920 11.503 \$1,204,792 \$453,002 CHURCH 002-001 1921 903/3 0000000 3,803 \$447,311 \$168,189 CHURCH 1990 290/3 0000000 \$7,120 PARKINGLOT 003-001 0 \$17,010 Valuation Area: 60 Condo Market: DOR Market: 31 MFR Neighborhood: CB_DOWNTOWN SFR Neighborhood: 01020201 SFR District: 30 Supervisor District: (2) RAMON VALADEZ **Recording Information:** Sequence No. Docket Page Date Recorded Туре 20060711678 12782 6036 4/13/2006 QUIT CLAIM DEED

2/29/1972

1/1/1753

596

666

4197

21

Property Description:
TUCSON NWLY PTN LOT

Oblique Image

TUCSON NWLY PTN LOT 1 BLK 224

Tax Year:

Tax Area: 0163

\$0

When recorded, return to:

FSL Real Estate Services 1201 East Thomas Road Phoenix, Arizona 85014

LEASE OPTION

(MARIST COLLEGE PROPERTY)

THIS LEASE OPTION (MARIST COLLEGE PROPERTY) (the "Agreement") is made as of ______, 2015 (the "Agreement Date"), by and between the Saint Augustine Cathedral Roman Catholic Parish-Tucson, an Arizona nonprofit corporation ("Optionor"), and FSL Real Estate Services, an Arizona nonprofit corporation ("Optionee"). Optionor and Optionee are hereinafter sometimes referred to collectively as the "Parties" or individually as a "Party".

RECITALS

A. The Catholic Foundation for the Diocese of Tucson, an Arizona nonprofit corporation (the "Catholic Foundation"), is the owner of the real property generally located at 111 S. Church Avenue (APN 117-20-015A), in Tucson, Arizona (the "111 S. Church Property").

B. Optionor is the owner of the real property generally located at 72 West Ochoa Street (APN 117-13-157A), in Tucson, Arizona which is described on **Exhibit A**, upon which is located 3 structures which have been listed on the National Register of Historic Places, including the "Marist College Building" located at the northwest corner of Ochoa Street and S. Church Avenue (the "**Marist College Building**").

C. Optionee or its affiliate desires to construct an 80-unit residential low income housing tax credit project targeting low income seniors (the "**Project**") on the 111 S. Church Property and the Marist College Building and certain surrounding areas (the exact location of which is to be confirmed by an ALTA survey which is depicted on the attached **Exhibit B** (the "**Marist College Property**," and together with the 111 S. Church Property, the "**Property**")) using a combination of Low Income Housing Tax Credits ("LIHTCs") and debt financing.

D. The improvements to the 111 S. Church Property will consist of the new construction of a single 4-story residential building with 72 residential units and community space, while the improvements to the Marist College Property will consist of the rehabilitation of the existing 3-story Marist College Building with 8 units on the top 2 floors and community space on the ground floor (the "Marist College Improvements").

E. Optionee or its affiliate intends to acquire fee title to the 111 S. Church Property from the Catholic Foundation.

F. The Parties desire that Optionor grant to Optionee an option to lease the Marist College Property for the purpose of construction the Project upon the terms and conditions of this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Option.** Optionor hereby grants to Optionee an option to lease the Marist College Property on the terms and conditions set forth in this Agreement (the "**Option**").

2. **Term of Option and Termination.** The Option shall commence on the date hereof and shall continue until the closing of the 111 S. Church Property (the "**Option Term**").

3. **Exercise of Option**. At any time during the Option Term, Optionee may exercise the Option by: (a) giving written notice to Optionor of its intent to exercise the Option on or before thirty (30) days prior to the expiration of the Option Term, and (b) executing a lease of the Marist College Property on the terms described in **Paragraph 4** hereof.

4. Lease. As a condition to Optionee's exercise of the Option, Optionee, or any affiliate of Optionee, as the "lessee" ("Lessee") and Optionor or its nominee, as the 'lessor" ("Lessor") shall enter into a written lease for the Marist College Property substantially in the form of Exhibit C attached hereto (the "Lease"). The Lease will contain certain terms and conditions, including but not limited to the following:

- a. <u>Lease Term</u>. The Lease will have a term of at least **fifty-five (55)** years from the date the Project is placed in service, or such longer time as may be required by any of Optionee's lenders or limited partners, and will be subject to such renewals as may be agreed to by the Parties.
- b. <u>Lease Price</u>. The Lease price shall be equal to One Dollar (\$1.00) year (the "Lease Price") and shall be payable annually by Lessee to Lessor, as will be more fully described in the Lease.
- c. <u>Improvements</u>. Upon satisfaction of all conditions to the exercise of the Option, the Lessee, at is sole cost and expense, shall rehabilitate the Marist College Property for the use of the Lessee's Project tenants, guests, directors, officers, contractors and invitees. Optionor/Lessor shall have the right to approve the plans for the construction of the Marist College Improvements.
- d. <u>Taxes, Insurance, Maintenance and Closing Costs</u>. The Lease will provide that the Lessee shall be solely responsible for the payment of all taxes, insurance and maintenance costs associated with the Marist College Property and the Marist

College Improvements as of the execution of and for the duration of the Lease. In addition, Optionee shall be solely responsible for the preparation of all Lease documents, title and survey documents, title and escrow charges and any another due diligence items required in connection with the exercise of the Option granted hereby. The Parties expressly acknowledge and agree that the costs and fees described in this paragraph shall be the sole responsibility of Optionor until the complete execution of the Lease.

- e. <u>Compliance with the Requirements of ADOH</u>. The Parties expressly acknowledge and agree that this Agreement and the Lease will conform to any conditions or requirements of the Arizona Department of Housing ("ADOH"), Arizona's LIHTC allocating agency, in connection with a LIHTC award.
- 5. **Contingencies.** The Parties agree that Optionee shall have 120 days from the Agreement Date (the "Title and Survey Feasibility Period") to terminate this Option due to Optionee's dissatisfaction with any title or survey matter related to the Property. Optionee and its agents shall also have 30 days from the Agreement Date or such longer time as may be required for the City of Tucson to make its federally required environmental review, as described below (the "Inspection Feasibility Period"), in which to access the Property for purposes of investigating its physical and environmental condition and to conduct all tests that Optionee or the City of Tucson may deem necessary. Optionee shall provide Optionor with prior notice of its intent to access the Marist College Property. Within 5 days of the Agreement Date, Optionor agrees to provide Optionee with copies of any and all leases, rent rolls, agreements, property or service contracts related to the Property; building plans; specifications; soils and other reports; lead-based paint information, environmental reports including but not limited to any Phase I and/or Phase II Environmental Site Assessment; surveys; investigations; findings and studies of the Property; and copies of all third party warranties, guaranties and indemnifications related to the Property. Optionee shall have through the Inspection Feasibility Period to terminate this Option due to Optionee's dissatisfaction with any physical or environmental condition of the Property.

Notwithstanding any other provisions of this Agreement, Buyer shall have no obligation to execute the Lease, unless and until the City of Tucson and/or ADOH has provided the Optionee and/or the Optionor with a written notification that: (a) it has completed a federally required environmental review and its request for release of funds has been approved and, subject to any other contingency contained herein, (i) the execution of the Lease may proceed, or (ii) the execution of the Lease may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property; or (b) it has determined that the Lease is exempt from federal environmental review and a request for release of funds is not requested. The City of Tucson and/or ADOH shall use its best efforts to conclude the environmental review of the Property expeditiously.

6. **Representations and Warranties of Optionor.**

- a. Optionor is not prohibited from consummating the transaction contemplated by this Agreement by any law, regulation, agreement, order, or judgment.
- b. Optionor is not party to any other current agreements for the sale, exchange, lease or transfer of all or any portion of the Marist College Property.
- c. During the period of time that Optionor has owned the Marist College Property, neither Optionor nor its agents have stored, dumped, or transported any hazardous substances on the Marist College Property. During the period of time that Optionor has owned the Marist College Property, Optionor has not received notice from any governmental agency requiring any environmental clean-up or remediation on or to the Marist College Property. Except as disclosed in writing to Optionee, Optionor has no knowledge of any litigation, assessment proceedings, investigations, condemnation, environmental, zoning or other land-use regulation proceedings either instituted or planned to be instituted, with respect to the Marist College Property.
- d. Optionor has received no notice and has no knowledge of any actual or threatened claim, demand, damage, action, cause of action, litigation or other proceedings affecting the Marist College Property.
- e. Optionor has no knowledge of, and has not received any notices by or from any person or entity claiming that Optionor is in default under any agreement related to the Marist College Property.
- f. During the Option Term, Optionor shall: (a) not enter into any lease agreements or lease amendments affecting the Marist College Property without the prior written approval of Optionee; (b) take any action that would encumber the Marist College Property; and (c) enter into any service, vendor or employment contract without the prior written approval of Optionee.
- g. During the Option Term, Optionor shall keep the Marist College Property insured, in an amount sufficient to satisfy any coinsurance requirement or stipulation, against fire and other hazards covered by extended coverage endorsement and comprehensive public liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Marist College Property.
- h. Optionor shall provide to Optionee, immediately upon the receipt thereof, any and all written notices relating to the Marist College Property received by Optionor or its agents or representatives from any governmental or quasi-governmental instrumentality, insurance company, vendor or from any other entity or party, which notices are of a type not normally received in the ordinary course of Optionor's business, or which may have a material effect upon the Marist College Property or result in a material change in a representation or warranty made by Optionor hereunder.

- i. Optionor shall take all actions necessary to comply with all agreements, covenants, encumbrances and obligations affecting or relating to the Marist College Property and the ownership, operation and maintenance thereof. Optionor shall pay all utility bills, tax bills and other invoices and expenses relating to the Marist College Property, as and when the same become due.
- j. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Optionor is a party or by which Optionor may be bound.
- k. No petition in bankruptcy (voluntary of otherwise), assignment for the benefit of creditor, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy laws is pending against or contemplated by Optionor.

7. Miscellaneous.

- a. <u>Assignment.</u> Optionee may assign its rights under this Agreement or under the Lease to an Affiliated Entity by providing notice of such assignment to Optionor/Lessor at least **2 days** prior to the effective date of such assignment. The prior written consent of Optionor to any such assignment shall be required, but shall not be unreasonably withheld. The term "Affiliated Entity" means any entity where Optionee is a member, a general partner or the sole member of a general partner. Any assignee of Optionee, by accepting an assignment, will be deemed to have assumed all of the obligations of Optionee under this Agreement and the Lease.
- b. <u>Notices.</u> All notices, requests, demand, and other communications required or permitted under this Agreement must be in writing and will be deemed to have been delivered, received, and effective: (i) on the date of service, if served by hand-delivery or by facsimile telecopy on the Party to whom notice is to be given; or (ii) on the date that is one business day after deposit of the notice properly addressed to the Party at the address shown on the cover page to this Agreement, if sent by national overnight delivery; or (iii) 3 days after deposit of the notice properly addressed, if sent by U.S. certified mail, return-receipt requested. The address for notices to a Party are:

If to Optionor:	Saint Augustine 192 South Ston Tucson, AZ 85		
	Attention:	John Shaheen, Director of Property and	
		Insurance Office	
	Telephone:	520-838-2570	
	Facsimile:	520-838-2582	
	Email:	jshaheen@diocesetucson.org	

If to Optionee:	FSL Real Estate Services, and its assignees
	1201 East Thomas Road
	Phoenix, Arizona 85014
	Attention: Steve Hastings
	Telephone: (602) 285-0505
	Facsimile: (602) 285-0225
	Email: <u>Shastings@fsl.org</u>

Any Party may change the place or number for delivery of notice by notifying all other parties.

- c. <u>Counsel.</u> The Parties acknowledge that each of them has had the opportunity to be represented by counsel with respect to the preparation of this Agreement and has adequate experience to evaluate the ramifications of the provisions hereof.
- d. <u>Further Acts.</u> The Parties agree to execute such additional documents and to perform any reasonable tasks necessary or appropriate in connection with the Lease or this Agreement.
- e. <u>Entire Agreement.</u> This Agreement embodies the entire Agreement of the Parties as of the date hereof and supersedes any prior or contemporaneous Agreement or representations between them as to the subject matter hereof.
- f. <u>Amendments in Writing</u>. This Agreement may be amended only by an Agreement in writing signed by the Parties hereto.
- g. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one Agreement binding on all parties hereto.
- h. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

This LEASE OPTION AGREEMENT is executed as of the date first above written.

OPTIONOR:

SAINT AUGUSTINE CATHEDRAL ROMAN CATHOLIC PARISH-TUCSON, an Arizona nonprofit corporation

By:		
Name:		
Its:		

STATE OF ARIZONA)) SS COUNTY OF PIMA)

On ______, 2015 before me, ______, a Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature) [Seal]

OPTIONEE:

FSL REAL ESTATE SERVICES, an Arizona non-profit corporation

By:			
Name:			
Its:			

STATE OF ARIZONA)) SS COUNTY OF MARICOPA)

On ______, 2015 before me, ______, a Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature)

[Seal]

EXHIBIT A

(LEGAL DESCRIPTION of 72 West Ochoa Street, Tucson, Arizona (APN 117-13-157A))

EXHIBIT B

(DEPICTION OF MARIST COLLEGE BUILDING)

EXHIBIT C (LEASE)



3528 N. FLOWING WELLS RD TUCSON, ARIZONA 85705 TEL: 520-322-6400 FAX: 520-322-6401

LEGAL DESCRIPTION – POLARIS JOB NO. 15183

November 18, 2015

PROPOSED PARCEL:

That portion of Lot 1 and Lot 2 of Block 224 of "City of Tucson", according to the official survey map and field notes of said City, made and executed by S.W. Foreman, approved and adopted by Mayor and Common Council of said City (then Village), Pima County, Arizona on June 26th, 1872, in Section 13, Township 14 South, Range 13 East, Gila and Salt River Meridian, a copy of which is recorded in the Office of the County Recorder of Pima County, Arizona, recorded in Book 3 of Maps and Plats at Page 70 thereof, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1, said corner being a concrete nail tagged "RLS 25086", on the South right-of-way of Ochoa Street and the East right-of-way of Church Avenue;

Thence North 81°56'53" East 96.67 feet upon the North line of said Lot 1, upon said South right-of-way;

Thence South 08°03'07" East 19.75 feet;

Thence North 81 °56'53" East 16.94 feet;

Thence South 09°19'11" East 209.81 feet;

Thence South 84°00'19" West 119.41 feet to the East right-of-way of Church Avenue per Docket 4197 at Page 596, Pima County Records;

Thence North 05°59'41" West 94.71 feet upon said East right-of-way;

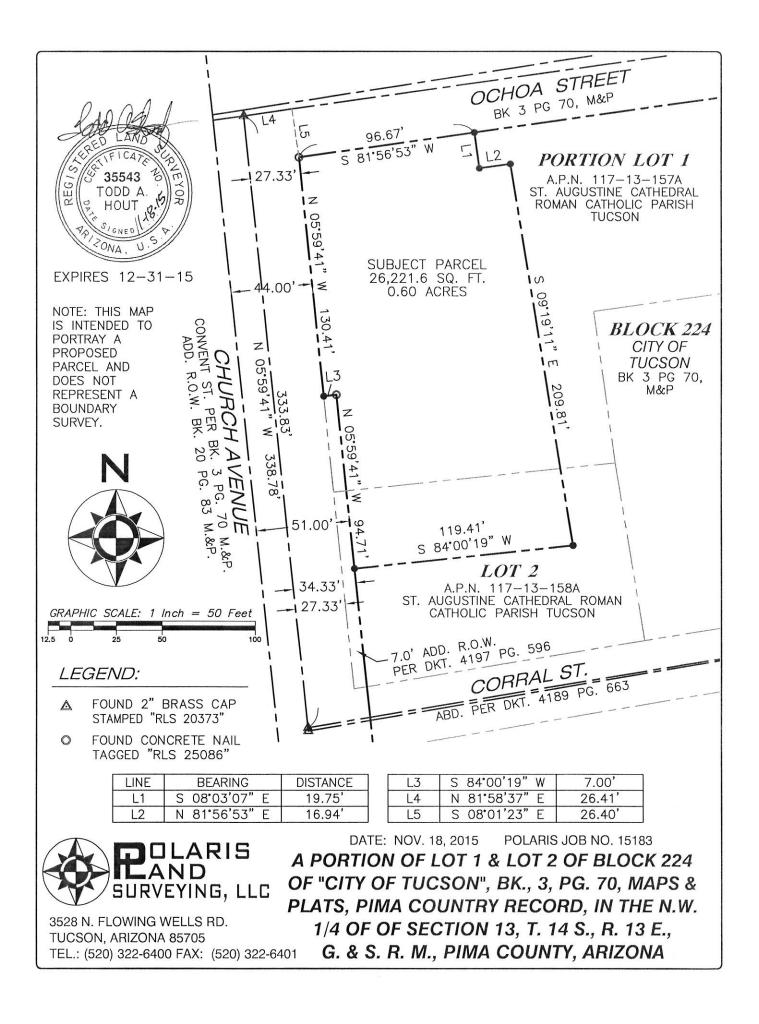
Thence South 84 °00'19" West 7.00 feet to the West line of said Lot 1, to the East right-ofway of Church Avenue;

Thence North 05°59'41" West of 130.41 feet upon said West line, upon said East right-of-way, to the **Point of Beginning.**

The area of said Parcel contains 26,221.6 square feet or 0.60 acres, more or less.



EXPIRES 12-31-15



When recorded, return to:

FSL Real Estate Services 1201 East Thomas Road Phoenix, Arizona 85014

LEASE OPTION

(MARIST COLLEGE PROPERTY)

THIS LEASE OPTION (MARIST COLLEGE PROPERTY) (the "Agreement") is made as of ________, 2015 (the "Agreement Date"), by and between the Saint Augustine Cathedral Roman Catholic Parish-Tucson, an Arizona nonprofit corporation ("Optionor"), and FSL Real Estate Services, an Arizona nonprofit corporation ("Optionee"). Optionor and Optionee are hereinafter sometimes referred to collectively as the "Parties" or individually as a "Party".

RECITALS

A. The Catholic Foundation for the Diocese of Tucson, an Arizona nonprofit corporation (the "Catholic Foundation"), is the owner of the real property generally located at 111 S. Church Avenue (APN 117-20-015A), in Tucson, Arizona (the "111 S. Church Property").

B. Optionor is the owner of the real property generally located at 72 West Ochoa Street (APN 117-13-157A), in Tucson, Arizona which is described on **Exhibit A**, upon which is located 3 structures which have been listed on the National Register of Historic Places, including the "Marist College Building" located at the northwest corner of Ochoa Street and S. Church Avenue (the "**Marist College Building**").

C. Optionee or its affiliate desires to construct an 80-unit residential low income housing tax credit project targeting low income seniors (the "**Project**") on the 111 S. Church Property and the Marist College Building and certain surrounding areas (the exact location of which is to be confirmed by an ALTA survey which is depicted on the attached **Exhibit B** (the "**Marist College Property,**" and together with the 111 S. Church Property, the "**Property**")) using a combination of Low Income Housing Tax Credits ("**LIHTCs**") and debt financing.

D. The improvements to the 111 S. Church Property will consist of the new construction of a single 4-story residential building with 72 residential units and community space, while the improvements to the Marist College Property will consist of the rehabilitation of the existing 3-story Marist College Building with 8 units on the top 2 floors and community space on the ground floor (the "**Marist College Improvements**").

E. Optionee or its affiliate intends to acquire fee title to the 111 S. Church Property from the Catholic Foundation.

F. The Parties desire that Optionor grant to Optionee an option to lease the Marist College Property for the purpose of construction the Project upon the terms and conditions of this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Option.** Optionor hereby grants to Optionee an option to lease the Marist College Property on the terms and conditions set forth in this Agreement (the "**Option**").

2. **Term of Option and Termination.** The Option shall commence on the date hereof and shall continue until the closing of the 111 S. Church Property (the "**Option Term**").

3. **Exercise of Option**. At any time during the Option Term, Optionee may exercise the Option by: (a) giving written notice to Optionor of its intent to exercise the Option on or before **thirty (30)** days prior to the expiration of the Option Term, and (b) executing a lease of the Marist College Property on the terms described in **Paragraph 4** hereof.

4. Lease. As a condition to Optionee's exercise of the Option, Optionee, or any affiliate of Optionee, as the "lessee" ("Lessee") and Optionor or its nominee, as the 'lessor" ("Lessor") shall enter into a written lease for the Marist College Property substantially in the form of Exhibit C attached hereto (the "Lease"). The Lease will contain certain terms and conditions, including but not limited to the following:

- a. <u>Lease Term</u>. The Lease will have a term of at least **fifty-five** (**55**) years from the date the Project is placed in service, or such longer time as may be required by any of Optionee's lenders or limited partners, and will be subject to such renewals as may be agreed to by the Parties.
- b. <u>Lease Price</u>. The Lease price shall be equal to One Dollar (**\$1.00**) year (the "Lease Price") and shall be payable annually by Lessee to Lessor, as will be more fully described in the Lease.
- c. <u>Improvements</u>. Upon satisfaction of all conditions to the exercise of the Option, the Lessee, at is sole cost and expense, shall rehabilitate the Marist College Property for the use of the Lessee's Project tenants, guests, directors, officers, contractors and invitees. Optionor/Lessor shall have the right to approve the plans for the construction of the Marist College Improvements.
- d. <u>Taxes, Insurance, Maintenance and Closing Costs</u>. The Lease will provide that the Lessee shall be solely responsible for the payment of all taxes, insurance and maintenance costs associated with the Marist College Property and the Marist

College Improvements as of the execution of and for the duration of the Lease. In addition, Optionee shall be solely responsible for the preparation of all Lease documents, title and survey documents, title and escrow charges and any another due diligence items required in connection with the exercise of the Option granted hereby. The Parties expressly acknowledge and agree that the costs and fees described in this paragraph shall be the sole responsibility of Optionor until the complete execution of the Lease.

- e. <u>Compliance with the Requirements of ADOH.</u> The Parties expressly acknowledge and agree that this Agreement and the Lease will conform to any conditions or requirements of the Arizona Department of Housing ("**ADOH**"), Arizona's LIHTC allocating agency, in connection with a LIHTC award.
- 5. Contingencies. The Parties agree that Optionee shall have 120 days from the Agreement Date (the "Title and Survey Feasibility Period") to terminate this Option due to Optionee's dissatisfaction with any title or survey matter related to the Property. Optionee and its agents shall also have 30 days from the Agreement Date or such longer time as may be required for the City of Tucson to make its federally required environmental review, as described below (the "Inspection Feasibility Period"), in which to access the Property for purposes of investigating its physical and environmental condition and to conduct all tests that Optionee or the City of Tucson may deem necessary. Optionee shall provide Optionor with prior notice of its intent to access the Marist College Property. Within 5 days of the Agreement Date, Optionor agrees to provide Optionee with copies of any and all leases, rent rolls, agreements, property or service contracts related to the Property; building plans; specifications; soils and other reports; lead-based paint information, environmental reports including but not limited to any Phase I and/or Phase II Environmental Site Assessment; surveys; investigations; findings and studies of the Property; and copies of all third party warranties, guaranties and indemnifications related to the Property. Optionee shall have through the Inspection Feasibility Period to terminate this Option due to Optionee's dissatisfaction with any physical or environmental condition of the Property.

Notwithstanding any other provisions of this Agreement, Buyer shall have no obligation to execute the Lease, unless and until the City of Tucson and/or ADOH has provided the Optionee and/or the Optionor with a written notification that: (a) it has completed a federally required environmental review and its request for release of funds has been approved and, subject to any other contingency contained herein, (i) the execution of the Lease may proceed, or (ii) the execution of the Lease may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property; or (b) it has determined that the Lease is exempt from federal environmental review and a request for release of funds is not requested. The City of Tucson and/or ADOH shall use its best efforts to conclude the environmental review of the Property expeditiously.

6. **Representations and Warranties of Optionor.**

- a. Optionor is not prohibited from consummating the transaction contemplated by this Agreement by any law, regulation, agreement, order, or judgment.
- b. Optionor is not party to any other current agreements for the sale, exchange, lease or transfer of all or any portion of the Marist College Property.
- c. During the period of time that Optionor has owned the Marist College Property, neither Optionor nor its agents have stored, dumped, or transported any hazardous substances on the Marist College Property. During the period of time that Optionor has owned the Marist College Property, Optionor has not received notice from any governmental agency requiring any environmental clean-up or remediation on or to the Marist College Property. Except as disclosed in writing to Optionee, Optionor has no knowledge of any litigation, assessment proceedings, investigations, condemnation, environmental, zoning or other land-use regulation proceedings either instituted or planned to be instituted, with respect to the Marist College Property.
- d. Optionor has received no notice and has no knowledge of any actual or threatened claim, demand, damage, action, cause of action, litigation or other proceedings affecting the Marist College Property.
- e. Optionor has no knowledge of, and has not received any notices by or from any person or entity claiming that Optionor is in default under any agreement related to the Marist College Property.
- f. During the Option Term, Optionor shall: (a) not enter into any lease agreements or lease amendments affecting the Marist College Property without the prior written approval of Optionee; (b) take any action that would encumber the Marist College Property; and (c) enter into any service, vendor or employment contract without the prior written approval of Optionee.
- g. During the Option Term, Optionor shall keep the Marist College Property insured, in an amount sufficient to satisfy any coinsurance requirement or stipulation, against fire and other hazards covered by extended coverage endorsement and comprehensive public liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Marist College Property.
- h. Optionor shall provide to Optionee, immediately upon the receipt thereof, any and all written notices relating to the Marist College Property received by Optionor or its agents or representatives from any governmental or quasi-governmental instrumentality, insurance company, vendor or from any other entity or party, which notices are of a type not normally received in the ordinary course of Optionor's business, or which may have a material effect upon the Marist College Property or result in a material change in a representation or warranty made by Optionor hereunder.

- i. Optionor shall take all actions necessary to comply with all agreements, covenants, encumbrances and obligations affecting or relating to the Marist College Property and the ownership, operation and maintenance thereof. Optionor shall pay all utility bills, tax bills and other invoices and expenses relating to the Marist College Property, as and when the same become due.
- j. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Optionor is a party or by which Optionor may be bound.
- k. No petition in bankruptcy (voluntary of otherwise), assignment for the benefit of creditor, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy laws is pending against or contemplated by Optionor.

7. Miscellaneous.

- a. <u>Assignment.</u> Optionee may assign its rights under this Agreement or under the Lease to an Affiliated Entity by providing notice of such assignment to Optionor/Lessor at least **2 days** prior to the effective date of such assignment. The prior written consent of Optionor to any such assignment shall be required, but shall not be unreasonably withheld. The term "**Affiliated Entity**" means any entity where Optionee is a member, a general partner or the sole member of a general partner. Any assignee of Optionee, by accepting an assignment, will be deemed to have assumed all of the obligations of Optionee under this Agreement and the Lease.
- b. <u>Notices.</u> All notices, requests, demand, and other communications required or permitted under this Agreement must be in writing and will be deemed to have been delivered, received, and effective: (i) on the date of service, if served by hand-delivery or by facsimile telecopy on the Party to whom notice is to be given; or (ii) on the date that is one business day after deposit of the notice properly addressed to the Party at the address shown on the cover page to this Agreement, if sent by national overnight delivery; or (iii) 3 days after deposit of the notice properly addressed, if sent by U.S. certified mail, return-receipt requested. The address for notices to a Party are:

If to Optionor:	Saint Augustin 192 South Stor Tucson, AZ 85	
	Attention:	John Shaheen, Director of Property and
		Insurance Office
	Telephone:	520-838-2570
	Facsimile:	520-838-2582
	Email:	jshaheen@diocesetucson.org

If to Optionee:	FSL Real Estate Services, and its assignees		
	1201 East Thomas Road		
	Phoenix, Arizona 85014		
	Attention: Steve Hastings		
	Telephone: (602) 285-0505		
	Facsimile: (602) 285-0225		
	Email: <u>Shastings@fsl.org</u>		

Any Party may change the place or number for delivery of notice by notifying all other parties.

- c. <u>Counsel.</u> The Parties acknowledge that each of them has had the opportunity to be represented by counsel with respect to the preparation of this Agreement and has adequate experience to evaluate the ramifications of the provisions hereof.
- d. <u>Further Acts.</u> The Parties agree to execute such additional documents and to perform any reasonable tasks necessary or appropriate in connection with the Lease or this Agreement.
- e. <u>Entire Agreement.</u> This Agreement embodies the entire Agreement of the Parties as of the date hereof and supersedes any prior or contemporaneous Agreement or representations between them as to the subject matter hereof.
- f. <u>Amendments in Writing</u>. This Agreement may be amended only by an Agreement in writing signed by the Parties hereto.
- g. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one Agreement binding on all parties hereto.
- h. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

This LEASE OPTION AGREEMENT is executed as of the date first above written.

OPTIONOR:

SAINT AUGUSTINE CATHEDRAL ROMAN CATHOLIC PARISH-TUCSON, an Arizona nonprofit corporation

	By: Name:
	Its:
STATE OF ARIZONA)) SS
COUNTY OF PIMA)

On ______, 2015 before me, ______, a Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

Witness my hand and official seal.

[Seal]

(Signature)

OPTIONEE:

FSL REAL ESTATE SERVICES, an Arizona non-profit corporation

By:	
Name:	
Its:	

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On ______, 2015 before me, ______, a Notary Public, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

Witness my hand and official seal.

[Seal]

(Signature)

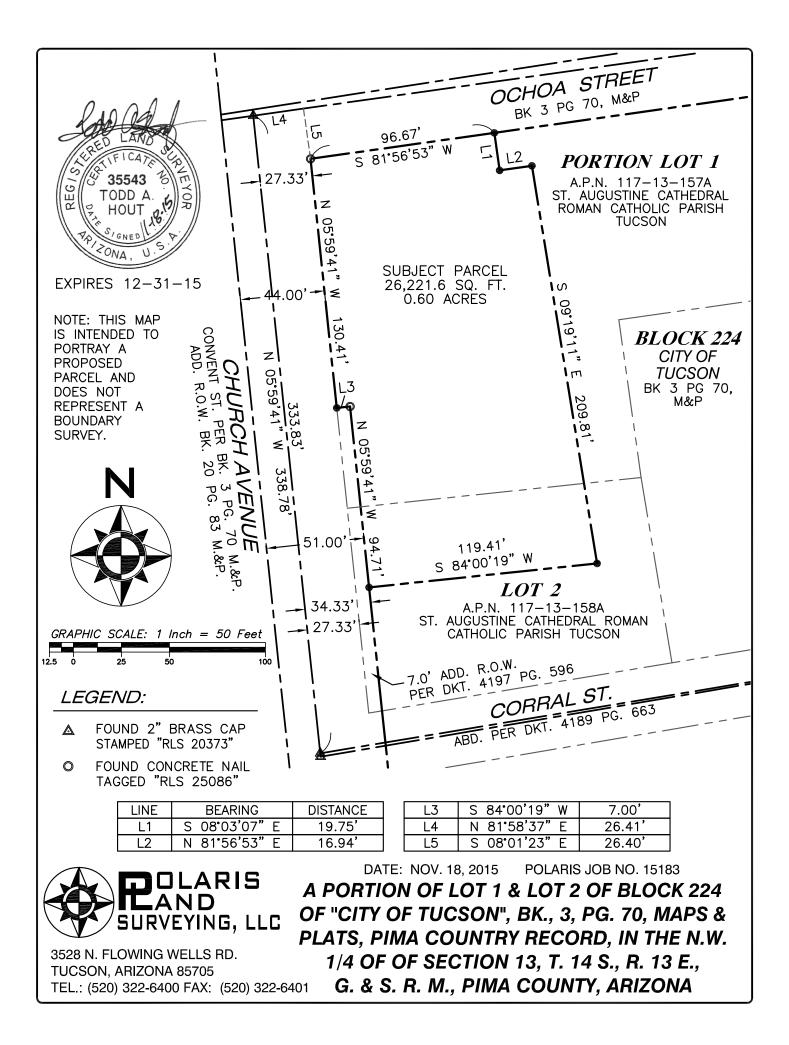
EXHIBIT A

(LEGAL DESCRIPTION of 72 West Ochoa Street, Tucson, Arizona (APN 117-13-157A))

EXHIBIT B

(DEPICTION OF MARIST COLLEGE BUILDING)

EXHIBIT C (LEASE)





3528 N. FLOWING WELLS RD TUCSON, ARIZONA 85705 TEL: 520-322-6400 FAX: 520-322-6401

LEGAL DESCRIPTION – POLARIS JOB NO. 15183

November 18, 2015

PROPOSED PARCEL:

That portion of Lot 1 and Lot 2 of Block 224 of "City of Tucson", according to the official survey map and field notes of said City, made and executed by S.W. Foreman, approved and adopted by Mayor and Common Council of said City (then Village), Pima County, Arizona on June 26th, 1872, in Section 13, Township 14 South, Range 13 East, Gila and Salt River Meridian, a copy of which is recorded in the Office of the County Recorder of Pima County, Arizona, recorded in Book 3 of Maps and Plats at Page 70 thereof, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1, said corner being a concrete nail tagged "RLS 25086", on the South right-of-way of Ochoa Street and the East right-of-way of Church Avenue;

Thence North 81 °56'53" East 96.67 feet upon the North line of said Lot 1, upon said South right-of-way;

Thence South 08°03'07" East 19.75 feet;

Thence North 81 °56'53" East 16.94 feet;

Thence South 09°19'11" East 209.81 feet;

Thence South 84 °00'19" West 119.41 feet to the East right-of-way of Church Avenue per Docket 4197 at Page 596, Pima County Records;

Thence North 05°59'41" West 94.71 feet upon said East right-of-way;

Thence South 84 °00'19" West 7.00 feet to the West line of said Lot 1, to the East right-ofway of Church Avenue;

Thence North 05°59'41" West of 130.41 feet upon said West line, upon said East right-of-way, to the **Point of Beginning.**

The area of said Parcel contains 26,221.6 square feet or 0.60 acres, more or less.



EXPIRES 12-31-15

INFILL INCENTIVE DISTRICT DESIGN PACKAGE for THE MARIST ON CATHEDRAL SQUARE— MARIST COLLEGE

25 NOVEMBER 2015

OWNER

St. Augustine Cathedral Roman Catholic Parish P.O. Box 31 Tucson, Arizona 85702 Attn: John Shaheen

PREPARED FOR

Foundation for Senior Living 1201 E Thomas Road Phoenix, Arizona 85014 Attn: Steve Hastings









THE MARIST ON CATHEDRAL SQUARE • MARIST COLLEGE





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2 - Downtown Streetscape Interim Policy - Response Letter	
3 - Development Plan 1st Submittal dated 10 November 2015	









PRE-APPLICATION INFORMATION

Zoning Administration Process Overview: A project may be subject to various reviews and criteria depending on the scope of work and the Unified Development Code (UDC). Please note that your projects may not be subject to review by all review authorities used in the table below. The Zoning Administration processes at Planning and Development Services Department (PDSD) include:

Review Process	Review Authorities	PDSD Planning Contact
Design Development Option (DDO) [UDC Section 3.11.1]	Design Review Board (DRB)	Michael Taku – (520) 837-4963 Russlyn Wells – (520) 837-4948
Flexible Lot Development (FLD) [UDC Section 8.7.3]	Design Professional	Frank Dillon – (520) 837-6957
Historic Preservation Zone (HPZ) [UDC Section 5.8]	1. Neighborhood Historic Advisory Board 2. Tucson-Pima County Historical Commission (T-PCHC) Plans Review Subcommittee (PRS)	Michael Taku – (520) 837-4963 Frank Dillon – (520) 837-6957
Infill Incentive District (IID) [UDC Section 5.12]	 Neighborhood Liaison Design Professional T-PCHC PRS Design Review Committee (IID-DRC) 	Frank Dillon – (520) 837-6957 Carolyn Laurie – (520) 837-4953
Individual Parking Plan (IPP) [UDC Section 7.4.5.A]		Mark Castro – (520) 837-4979
Main Gate District (MGD) Design [MGD Policy]	 Neighborhood Historic Advisory Board T-PCHC PRS Main Gate District Design Review Committee (MGD-DRC) 	Frank Dillon – (520) 837-6957 Jim Mazzocco – (520) 837-6964
Neighborhood Preservation Zone (NPZ) [UDC Section 5.10]	Design Professional	Michael Taku – (520) 837-4963 Frank Dillon – (520) 837-6957
Rio Nuevo Area (RNA) (formerly RND) [UDC Section 5.12.7]	1. T-PCHC PRS 2. Design Review Board (DRB)	Frank Dillon – (520) 837-6957 Michael Taku – (520) 837-4963
Variances [UDC Section 3.10.3]	Design Review Board (DRB) Board of Adjustment (B/A)	Mark Castro – (520) 837-4979 Russlyn Wells – (520) 837-4948

UDC Compliance Review: All projects must <u>FIRST</u> be submitted for compliance review at the PDSD 1st floor, 201 North Stone Avenue, (520) 791-5550. The UDC compliance comments for the project are generated by PDSD staff after completing their review of the detailed development package submitted for the project to ensure that all needed modifications are identified.

Pre-Application Meeting: Once you have completed the following Application Form (Page 2) and obtained the Submittal Requirements (Page 3). Applications for pre-submittal conferences must include a completed application form submitted by 4:30 PM, seven (7) working days prior to the requested conference date with the \$100 fee, payable to *The City of Tucson.* Staff will fill out the Case Information (Page 4) and advise applicants on any additional UDC requirements to complete the application package to initiate the review process.



APPLICATION

Case Number	Date Accepted:
PROPERTY LOCATION INFORMATION	
Property Development (Project) Name (IF APPLICABLE): Marist	College
Property Address: 64 West Ochoa Street	
Applicable Area/Neighborhood/Overlay: Downtown Core Sub	odistrict
Zoning: C-3	
Legal Description: Tucson Nwly Ptn Lot 1 Blk 224	
Pima County Tax Parcel Number/s: 117-13-157A	
Site and Building Area (sq ft): 3,600 sf	
APPLICANT INFORMATION (The person processing the application a	nd designated to receive notices):
APPLICANT NAME: Matt Stuart	
ADDRESS: 2102 North Country Club Road # 9 Tucson, Ar	izona 85716
PHONE: (520) 561-4983	FAX: (520) 798-3341
EMAIL: mstuart@cypresscivil.com	
PROPERTY OWNER NAME (If ownership in escrow, please note): Sa	int Augustine Cathedral Roman Catholic Parish Tucson
PHONE: (520) 623-6351	FAX: ()
PROJECT TYPE (check all that apply):	Change of use to existing building
 () New building on vacant land () New addition to existing building 	 () New building on developed land () Other
Related Permitted Activity Number(s): DP15-0198	
DESCRIPTION OF USE: Multi-family residential	
I hereby certify that all information contained in this application is con	nplete and true to the best of my knowledge.
Matt Stuart	11/24/2015
SIGNATURE OF OWNER/APPLICANT	Date



SUBMITTAL REQUIREMENTS

PLEASE PROVIDE THE FOLLOWING MATERIALS IN THIS ORDER:

V	1.	Application form (signed by the Property Owner or Authorized Agent – include letter of authorization).
	2.	Written summary of neighborhood meeting with sign in sheet and agenda (if applicable).
	3.	Project statement outlining scope of work.
	4.	UDC compliance review comments (obtained at the 1 st floor). In Review
	5.	Pima county assessor's record parcel detail and record map.
\mathbf{V}	6.	Color aerial photograph of subject property (if applicable).
	7.	Color, labeled photographs of project site existing conditions (north, south, east and west elevations
\mathbf{V}		of all structures on the property) and surrounding area (if applicable).
	8.	Color photographs of precedent examples in surrounding area, labeled with property addresses and
V		keyed on the aerial photograph (if applicable).
	9.	
V		prepared in accordance to Section 2-06.0.0, in the Administrative Manual.
	10.	Elevations (and contextual elevations if applicable) drawn to scale at 11"x17", folded*, dimensions,
\mathbf{V}		proposed materials (if applicable) prepared in accordance to Section 2-06.0.0.
	11.	Samples, cut sheets and/or photographs of the type, color and texture of the proposed materials (if
V		applicable).
		PDF of all above listed items (number of hard copies may be required).
	13.	Applicable fees (payable to City of Tucson).
\mathbf{v}	14.	(Other) Draft Ground Lease Agreement

*For 11" X 17" format "z" fold as follows: With plan face up bring right side to left side (text to text), align edges and crease right edge. Bring top corner of open edge (top panel only) down to center of right folded edge (creates a diagonal edge on left), align and crease.

Additional application materials may be required at the time of your meeting with staff.

Refer to Supplemental Information per review process for material instructions, etc.

For Zoning and Subdivision review, the Unified Development Code (UDC) applies to this application. If you feel the Land Use Code (LUC) should apply, please consult with Zoning review staff. Applicable timeframes can be provided at your request or found in Administrative Manual Sec. 3-02 or found on our website at <u>http://cms3.tucsonaz.gov/pdsd</u>. For information about applications or applicable policies and ordinance, please contact us at (520) 791-5550.

By state law, we cannot initiate a discussion with you about your rights and options, but we are happy to answer any questions you might have.



CASE INFORMATION

(To be completed by PDSD staff at pre-application meeting)

Case Number (E.g. HPZ-14-11, IID-15-01):	
Related Permitted Activity Number(s):	
Review Process (E.g. HPZ, DDO, IID – Major/Minor):	
Applicable Fees:	
Pre-Application Accepted by:	
Pre-Application Meeting scheduled for:	Date
	Date
Additional Notes:	

Project Introduction

With a surge of investment in Tucson's Downtown Core, long term housing has become important to the future fabric of the area. An increasing aging population and amenities being offered in the Downtown Core are resulting in increased demand for a variety of housing options and lifestyles that provide individuals the ability to age in place. The Marist on Cathedral Square—Marist College project seeks to fulfill that demand by renovating and rehabilitating the Marist College into a senior housing facility and preserving one of the iconic historic landmarks the City of Tucson has to offer.

The proposed Marist College development will offer residents a unique housing experience, while providing affordable options for those households with incomes ranging from 40-60% of the median income. The 8 senior residential units will be in the heart of Downtown Tucson, offering prospective tenants exceptional access to some of the finest establishments and opportunities Tucson has to offer. Bounded to the east by the St. Augustine Cathedral, and Church Avenue to the west, the project site is surrounded by amenities including, La Placita, Fox Tucson Theatre, the Municipal Complex, the Tucson Convention Center, and Congress Street to name a few. Conveniently located along the Sun-Link transportation system, the proposed development offers easy access to the entire Central Business District, 4th Avenue, and the University of Arizona.

Development in Tucson, especially the Downtown Core, must preserve the rich cultural history while seeking to obtain an architectural model focused on accommodating the future higher population densities within the Central Business District. This project understands the balance between progress and respect for previous developments and will rehabilitate with State Historic Preservation Standards in mind.

Being a part of the Infill Incentive District Overlay, comments and questions are welcomed as a part of the Design Review Committee process. This project is committed to bringing long-term value to Downtown Tucson, and looks forward to a positive review process. Please see the following pages representing a snapshot of the proposed Marist College development.

Sincerely,

Shuart

Matt Stuart Project Manager Cypress Civil Development







EXISTING PHOTO INDEX

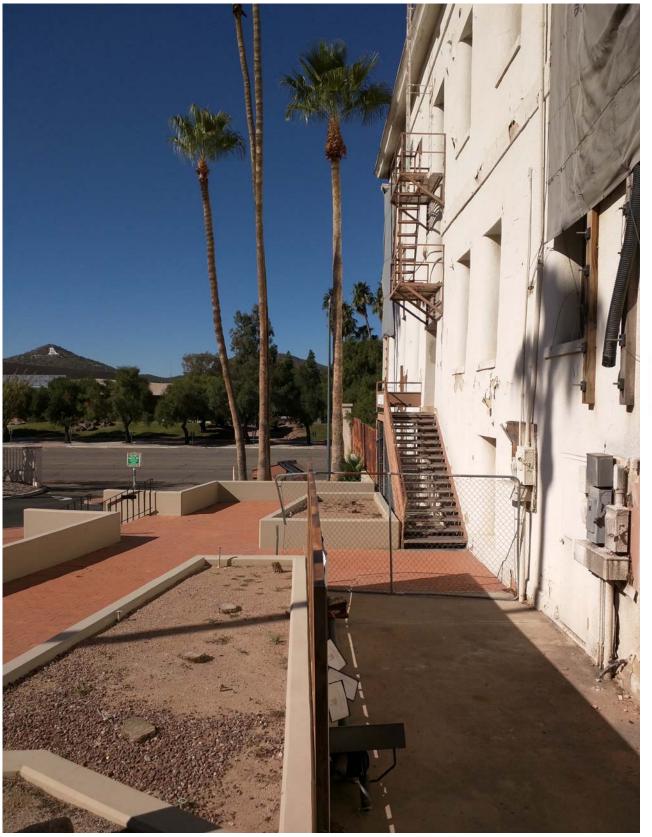
The following pages show images taken from various locations adjacent to the Marist College development area. Please refer to this page to orient the following photos with the surrounding area.



0

SOUTHEAST

This picture displays the existing conditions at the southeast corner of the site—looking west. This photo displays the existing hardscape between the building and the parking area.



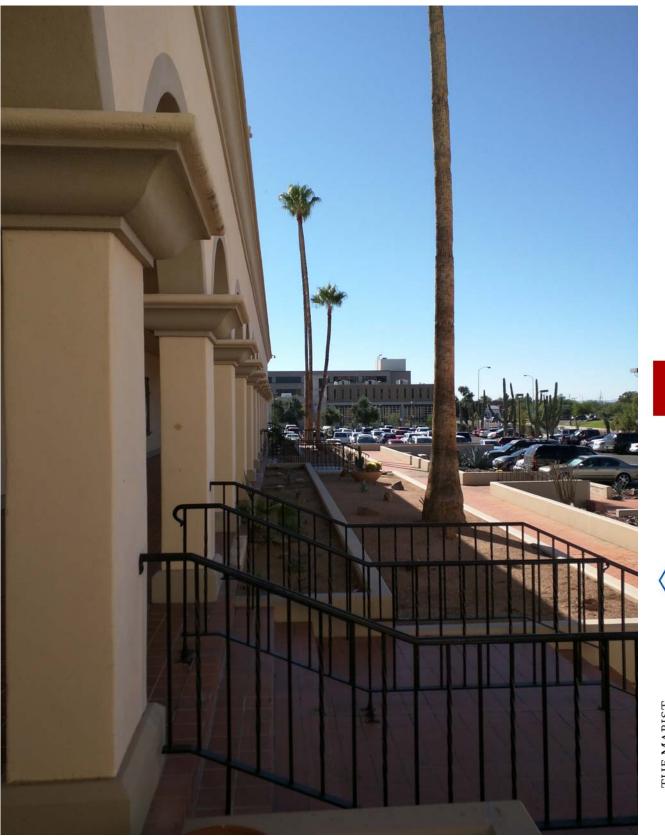
CYPRESS CIVIL DEVELOPMENT





SOUTHEAST

This picture displays the existing conditions at the southeast corner of the site—looking south. This photo displays the existing hardscape between the St. Augustine Cathedral and the parking area.



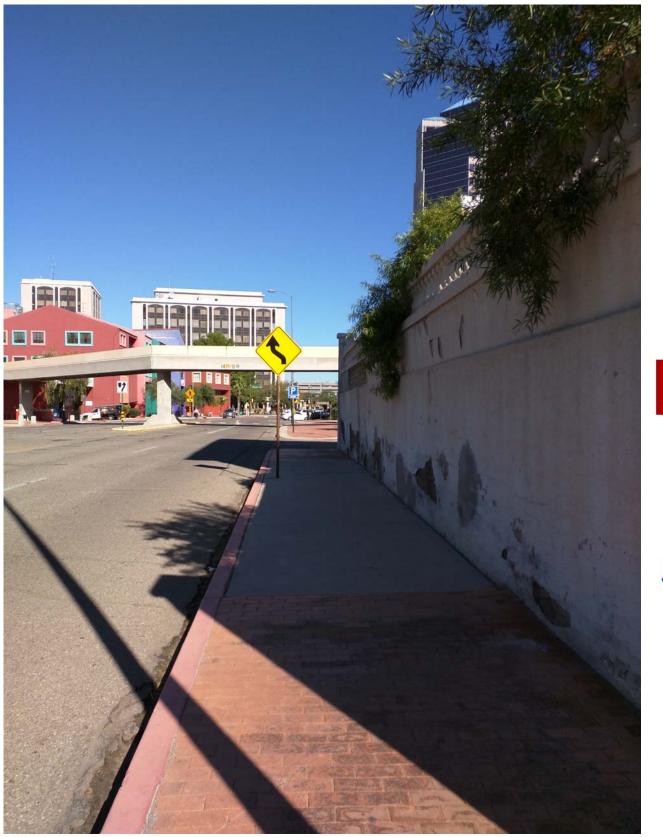
C Y P.R.E S.





SOUTHWEST

This picture displays the existing conditions at the southwest corner of the site—looking north. This photo displays the existing streetscape and historic wall.



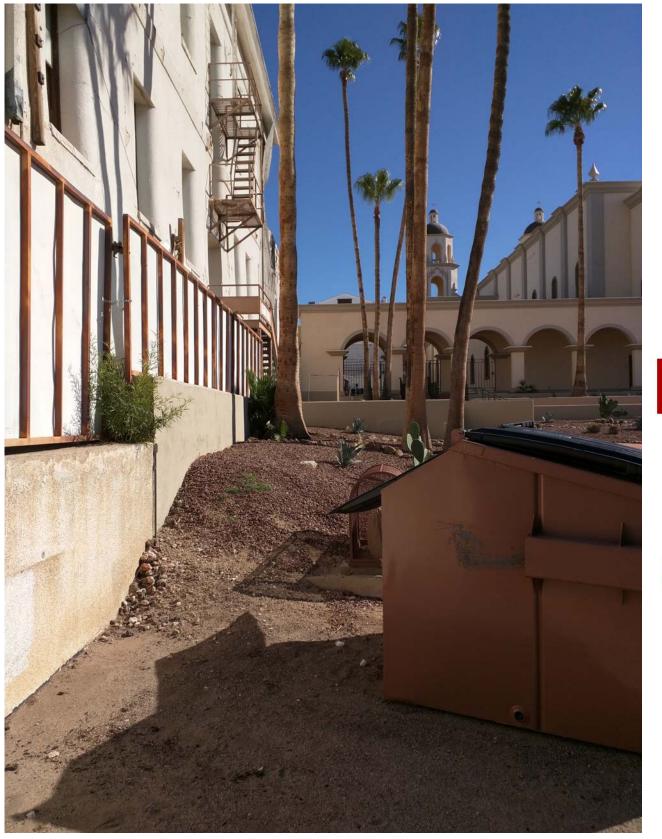
C Y P.B.E S S CIVIL DEVELOPMENT





SOUTHWEST

This picture displays the existing conditions at the southwest corner of the site—looking east. This photo displays the existing hardscape between the building and the parking area.



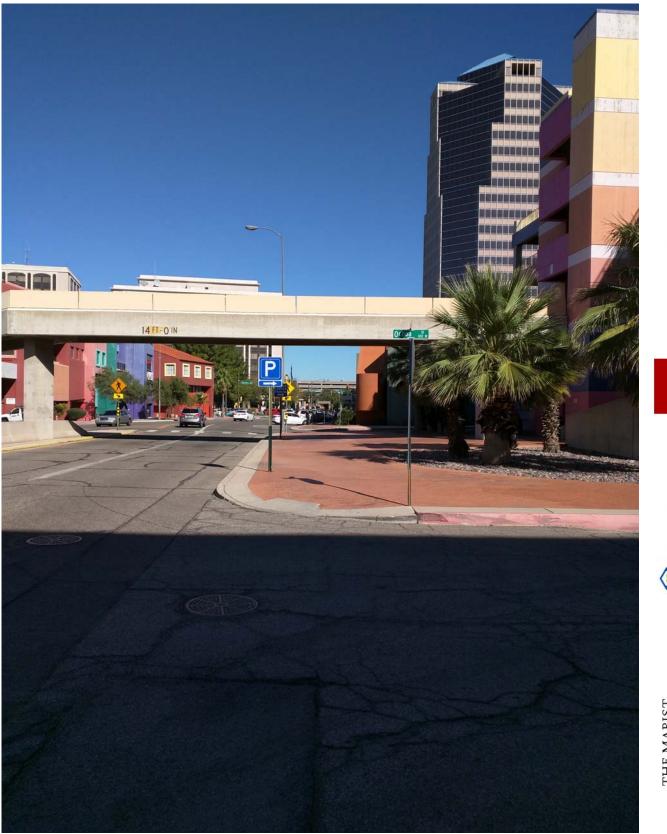
C Y P.R.E S S





NORTHWEST

This picture displays the existing conditions at the northwest corner of the site, at Church Ave and Ochoa St looking north. This photo displays the existing streetscape and architecture of the adjacent properties of the Downtown Core.



CYPRESS CIVIL DEVELOPMENT





NORTHWEST

This picture displays the existing conditions at the northwest corner of the site, at Church Ave and Ochoa St–looking south. This photo displays the existing streetscape and historic wall.



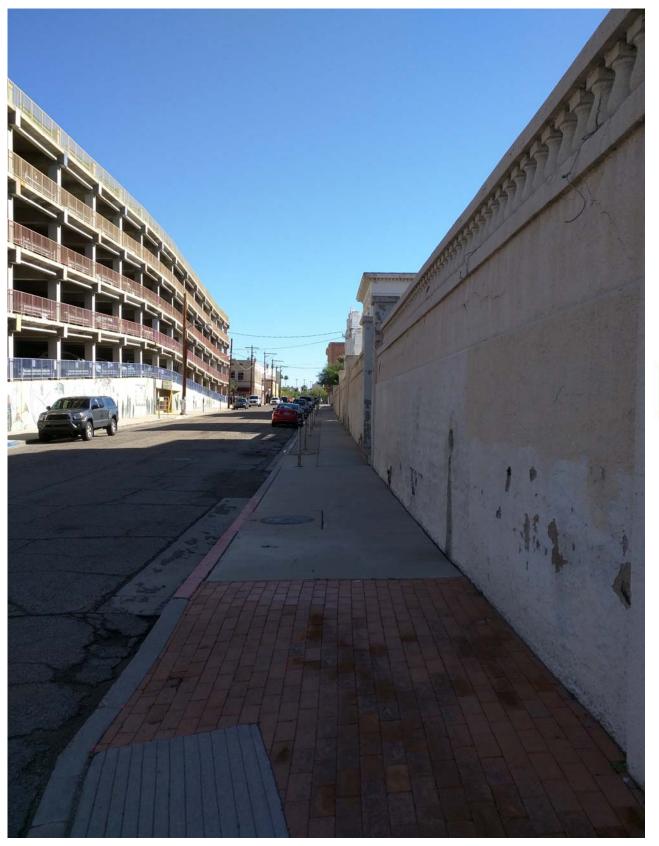
C Y P.R.E S S CIVIL DEVELOPMENT

P O S T E R F R O S T M I R T O



NORTHWEST

This picture displays the existing conditions at the northwest corner of the site, at Church Ave and Ochoa St–looking east. This photo displays the existing streetscape and historic wall.



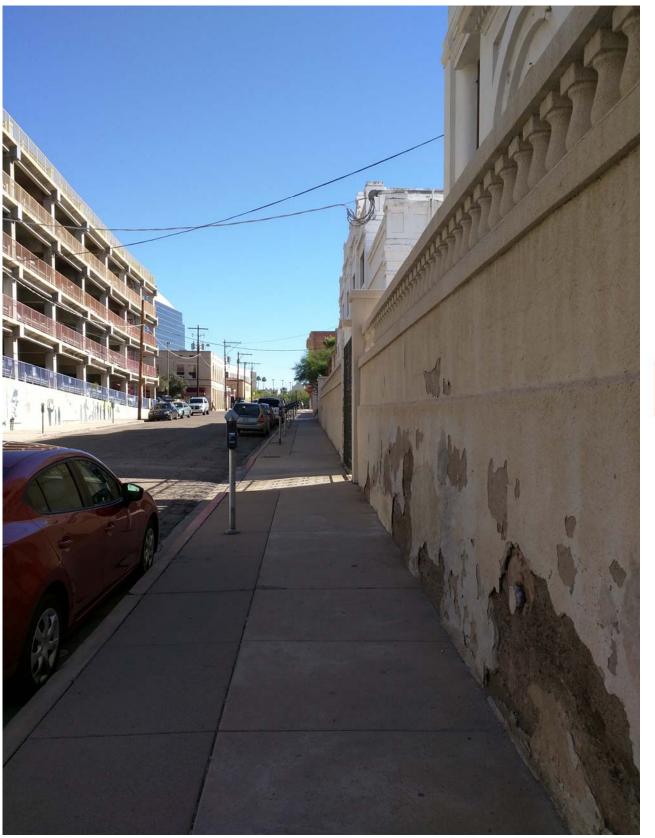
C Y P.R.E S S CIVIL DEVELOPMENT





NORTHEAST

This picture displays the existing conditions at the northeast corner of the site, along Ochoa St—looking east. This photo displays the existing streetscape and historic wall.



C V P





NORTHEAST

This picture displays the existing conditions at the northeast corner of the site, along Ochoa St—looking west. This photo displays the existing streetscape and historic wall.



С s H F O S T F R O M I R





25 November 2015

City of Tucson Development Services 201 N Stone Avenue Tucson, Arizona 85701

The following letter provides a description outlining the proposed scope of work for THE MARIST ON CATHEDRAL SQUARE – MARIST COLLEGE development as it relates to the Downtown Area Infill Incentive District (IID) overlay zone:

EXEMPTION REQUEST:

The Marist on Cathedral Square – Marist College project is located at the southeast corner of Church Avenue and Ochoa Street, within the Downtown Core Subdistrict (DCS) and Rio Nuevo Area (RNA) of the Downtown Area Infill Incentive District overlay zone. This project is seeking to modify certain development requirements through the Infill Incentive District Design Package submittal process. As a part of the DCS, the Development will be required to comply with the following:

1) Permitted uses listed within Section 5.12.9.A;

Multifamily Use – Multifamily Dwelling Residential Group

2) Maximum building height may be increased up to 60 feet unless the current zoning allows a greater height or where the IID's Development Transition Element requires less;

Allowable height C-3 = 75'

3) Demolition and façade alteration standards and review requirements in accordance with UDC Section 5.8.10, Demolition of Historic Properties, Landmarks, and Structures of the Rio Nuevo Area and Infill Incentive District;

Renovation and Rehabilitation of the Historic Marist College Building

4) When provided, landscaping shall be in accordance with the City's drought-tolerant plant list;

Plants have been selected from approved list

5) Bicycle parking shall be provided when motor vehicle parking is provided; The required number of bicycle parking spaces may be reduced pursuant to an IID Parking Plan, Section 5.12.8.E;

New bike parking provided per UDC requirements

6) Where applicable, applicants are strongly encouraged to comply with Section 7.7, Native Plant Preservation;

Native Plant Preservation compliant

INFILL INCENTIVE DISTRICT (IID) NARRATIVE:

1. STATE THE APPLICANT'S INTENTION TO USE THE IID ZONING OPTION IN LIEU OF EXISTING UNDERLYING ZONING;

Response: It is the intent of the proposed development to use the IID zoning option in lieu of the underlying zoning in order to maximize the site's location and existing historic structure as it pertains to creating a sustainable, transit-oriented infill development project that provides an affordable senior housing option within the Downtown Core. The project seeks the following modifications permitted through the use of the IID overlay zone:

<u>Major Streets and Routes Setback Zone</u> – Per UDC Section 5.12.5.B.1 – relief from the MS&R setbacks is allowed for projects within the DCS. The proposed project is located within the DCS, and as such, the proposed development seeks relief from the requirements of the Major MS&R setbacks. Doing so allows for the existing Historic Marist College Structure and Walls to remain in their current location, congruent with adjacent parcels. Without the requested relief, the Historic Marist College Structure and Walls would be subject to UDC Section 9 – Nonconforming uses, building and structures, which could create unnecessary challenges and barriers to the renovation and rehabilitation of this iconic Tucson landmark.

<u>Minimum Perimeter Yard</u> – Per UDC Section 5.12.10.C.2 – relief from the minimum perimeter yard standard is allowed for projects within the DCS. The proposed project is located within the DCS and, as such, the proposed development seeks relief to maintain an existing building footprint that is congruent with the surrounding buildings within this development zone. Doing so allows for the existing Historic Marist College Structure and Walls to remain in their current location. Without the requested relief, the Historic Marist College Structure and Walls would be subject to UDC Section 9 – Nonconforming uses, building and structures, which could create unnecessary challenges and barriers to the renovation and rehabilitation of this iconic Tucson landmark

Landscaping/Screening – Per UDC Section 5.12.10.C.7 – relief from landscaping and screening standards is allowed for projects within the DCS. The proposed project is located within the DCS and, as such, the proposed development seeks relief to maintain an existing building footprint that is congruent with the surrounding buildings within this development zone. Without the requested relief, the Historic Marist College Structure and Walls would be subject to UDC Section 9 – Nonconforming uses, building and structures, which could create unnecessary challenges and barriers to the renovation and rehabilitation of this iconic Tucson landmark. Where available and applicable, drought tolerant trees and plants will be installed or left in place.

<u>Motor Vehicle Parking</u> – Per UDC Section 5.12.10.C.5 – relief from minimum vehicular and bicycle parking standards is allowed for projects within the DCS. The proposed project is located within the DCS and, as such, the proposed development seeks relief from the requirements of the Motor Vehicle Parking requirement. Bicycle parking will continue to be

provided per UDC Section 7.4 requirements. Urban environment parking alternatives are available, including metered on-street spaces along Ochoa Street and Church Avenue, as well as spaces within the La Placita garage - located immediately to the north of the proposed project.

<u>Shade</u> – Per UDC Section 5.12.8.A.2.b – relief from the 50% shade requirement may be reduced by the Development Services Director if it is not feasible due to a project site's location and building orientation, and the application has made a reasonable attempt to comply. The project seeks to renovate and rehabilitate the existing Historic Marist College Structure and Walls along Ochoa Street and Church Avenue. Due to the adobe construction, there is grave concern regarding the installation of an underground irrigation system within the areas between the Marist College Structure and the Walls. The deterioration of the structures and walls can be directly related to their exposure to water, and by limiting the plantings along the north and west side of the structure we are able to reduce the Marist College Structure and ensure future deterioration is limited. Also, the Marist College Structure and Wall serve as an iconic Tucson Landmark, by reducing the planting along the north and west side of the structure, we are able to highlight the historic monument from right-of-way.

2. DESCRIBE HOW THE PROJECT IS CONSISTENT WITH THE IID PURPOSE TO CREATE SUSTAINABLE INFILL DEVELOPMENT;

Response: This project creates 8 senior multi-family residential units within the Downtown Core Subdistrict while preserving and repurposing a Historic Landmark. This development supports the existing commercial and retail development within the Downtown Core by providing a unique and affordable downtown housing opportunity for seniors to age in place. Ideally positioned near the Tucson Sun-Link transportation system, the proposed project will be able to provide easy accessibility to, and from, the Tucson Central Business District, the vibrant 4th Avenue, and the University of Arizona. The project site is surrounded by amenities and employment opportunities, including La Placita, Fox Tucson Theatre, St. Augustine Cathedral, the City/County Municipal Complex, the Tucson Convention Center, and Congress Street to name a few.

3. DESCRIBE THE BENEFITS THE PROJECT WILL BRING TO THE ADJACENT PROPERTIES AND THE SURROUNDING AREA;

Response: This project will increase consumer traffic within an area lush with restaurant, retail, and office employment centers, both new and old, within Tucson's Downtown Core Subdistrict. This project renovates, rehabilitates, and repurposes a dilapidated Historic Landmark that has remained vacant for years with an affordable senior housing opportunity, meeting the increasing demand of a growing senior population to relocate to an urban environment and experience the various amenities offered. The result is an improved built environment that provides accessibility to alternative modes of transportation, and the opportunity to reside in an iconic Tucson landmark.

4. DESCRIBE ANY SIGNIFICANT ADVERSE EFFECTS, SUCH AS NOISE LEVELS, GLARE, ODORS, VIBRATION, ILLUMINATION, FUMES AND VAPORS, THE PROJECT WILL HAVE ON ADJACENT PROPERTY;

Response: Noise levels, illumination, vibration, fumes and vapors, and odors associated with this project would be no different, if not less than, those associated with the existing surrounding businesses. The proposed use – residential, are all relatively low intensity uses, and comparable to those being implemented by adjacent properties. It is not only in the best interest of building management, but also their goal, to create a space that is considerate and appealing to the peaceful nature of the residences.

5. DESCRIBE HOW THE PROJECT WILL CREATE A PEDESTRIAN-ORIENTED STREETSCAPE IN COMPLIANCE WITH THE STREET STANDARDS (UDC SEC. 5.12.8.A);

Response: The project aims to preserve and rehabilitate the existing Historic wall that borders the property along Ochoa Street and Church Avenue. There is a significant grade difference between the sidewalk along both Ochoa Street and Church Avenue, and the main entry of the Marist College. The proposed design aims to create an inviting pedestrian space adjacent to the south façade of the Marist College building, accessible from Church Avenue, which provides access to the elevated open/ plaza space between the Historic Wall and the Marist College Structure and the surrounding areas. The proposed design also increases the existing opening within the historic wall along Ochoa Street, providing increased visual appeal when approaching from the rights-of-way and creates permeability between the right-of-way sidewalk and the development site.

The restored historic wall will provide an important architectural element and detail along the right-of-way pedestrian areas, while also providing shaded opportunities due to its height

6. DESCRIBE HOW THE PROJECT WILL SUPPORT A SAFE STREETSCAPE COORDINATED WITH ADJOINING PROPERTIES;

Response: Vehicular traffic into the property will be limited to a single ingress and egress location along Church Avenue. The single entry/exit for vehicles focuses travel to a predictable location for pedestrian travelers, all but eliminating pedestrian/vehicle conflict. This design improves the ability for pedestrian users to anticipate vehicle movements and increases caution at the conflict point, while offering a friendly and safe pedestrian streetscape environment where alternative transportation options may be maximized.

7. DESCRIBE HOW THE PROJECT WILL TRANSITION TO ADJACENT EXISTING RESIDENCES AND PROVIDE MITIGATION IN COMPLIANCE WITH THE DEVELOPMENT TRANSITION STANDARDS (UDC SEC. 5.12.8.B);

Response: The Development Transition standards do not apply to this project as this development does not abut any residences lying outside of the Downtown Core Subdistrict.

8. INDICATE WHETHER THE PROJECT WILL SIGNIFICANTLY IMPEDE SOLAR ENERGY OPTIONS TO ADJACENT PROPERTIES;

Response: The development project proposes to rehabilitate an existing historic structure in the Downtown Core Subdistrict. The project will not create any additional impendences to adjacent properties and their pursuit of solar energy options.

8. DESCRIBE THE TYPES OF DROUGHT TOLERANT AND NATIVE LANDSCAPING THAT WILL BE USED IN THE PROJECT AND HOW IT WILL BE USED TO ENHANCE THE PROJECT;

Response: This project is within the Downtown Core Subdistrict and will be proposing the use of drought tolerant trees/shrubs per the approved City of Tucson Plant List, as well as those species recommended within the Downtown Streetscape Interim Policy. As a result, the potable water demand ratio for this project per square foot of usable space will be drastically lower than the typical City of Tucson lodging project ratio.

THIS PROJECT REQUESTS REDUCTIONS IN PARKING AND THEREFORE MUST RESPOND TO THE FOLLOWING:

1. DEMONSTRATE HOW THE PROPOSED REDUCED OFF-STREET MOTOR VEHICLE PARKING WILL NOT HAVE AN ADVERSE IMPACT ON ADJACENT PROPERTIES;

Response: This project lies within the Downtown Core Subdistrict and is surrounded by arterial and collector streets. Urban parking options are available, including metered on-street spaces and spaces within the adjacent La Placita garage.

2. DEMONSTRATE HOW TRAFFIC GENERATED BY THE OFF-STREET MOTOR VEHICLE PARKING PROPOSED IN THE MDR APPLICATION DOES NOT BURDEN NEIGHBORING RESIDENTIAL STREETS;

Response: (SAME AS RESPONSE #1) This project lies within the Downtown Core Subdistrict and is surrounded by arterial and collector streets. Urban parking options are available, including metered on-street spaces and spaces within the adjacent La Placita garage.

RIO NUEVO DISTRICT (RND) NARRATIVE:

Building Design Standards – UDC section 5.11.14

1. THE PROPOSED BUILDINGS SHALL RESPECT THE SCALE OF THOSE BUILDINGS LOCATED IN THE DEVELOPMENT ZONE AND SERVE AS AN ORDERLY TRANSITION TO A DIFFERENT SCALE. BUILDING HEIGHTS WITH VASTLY DIFFERENT SCALE THAN THOSE ON ADJACENT PROPERTIES SHOULD HAVE A TRANSITION IN SCALE TO REDUCE AND MITIGATE POTENTIAL IMPACTS. IN AREAS UNDERGOING CHANGE, LONG-RANGE PLANS SHOULD BE CONSULTED FOR GUIDANCE AS TO APPROPRIATE HEIGHTS;

Response: There are no new buildings being proposed on the site. The development project proposes to rehabilitate an existing historic structure in the Rio Nuevo Area, therefore maintaining the congruency and scale that currently exists with adjacent properties.

2. ALL NEW CONSTRUCTION SHALL MAINTAIN THE PREVAILING SETBACK EXISTING WITHIN ITS DEVELOPMENT ZONE;

Response: There are no new buildings being proposed on the site. The development project proposes to rehabilitate an existing historic structure in the Rio Nuevo Area, therefore maintaining the congruency and prevailing setback that is currently established with the adjacent properties.

3. ALL NEW CONSTRUCTION SHALL PROVIDE SCALE-DEFINING ARCHITECTURAL ELEMENTS OR DETAILS AT THE FIRST TWO FLOOR LEVELS, SUCH AS WINDOWS, SPANDRELS, AWNINGS, PORTICOS, CORNICES, PILASTERS, COLUMNS AND BALCONIES;

Response: There are no new buildings being proposed on the site. The development project proposes to rehabilitate an existing historic structure in the Rio Nuevo Area, therefore maintaining the congruency and scale-defining architectural elements that are representative of its historic nature.

4. EVERY COMMERCIAL BUILDING FRONTAGE SHALL PROVIDE WINDOWS, WINDOW DISPLAYS, OR VISIBLE ACTIVITY WITHIN THE ADJACENT BUILDING AT THE GROUND FLOOR LEVEL, WITH A MINIMUM OF 50 PERCENT OF THE BUILDING FRONTAGE PROVIDING SUCH FEATURES;

Response: There are no new buildings being proposed on the site. The development project proposes to rehabilitate an existing historic structure in the Rio Nuevo Area for the purposes of a multi-family residential use.

5. A SINGLE PLANE OF FAÇADE AT THE STREET LEVEL MAY NOT BE LONGER THAN 50 WITHOUT ARCHITECTURAL RELIEF OR ARTICULATION BY FEATURES SUCH AS WINDOWS, TRELLISES AND ARCADES; **Response:** There are no new buildings being proposed on the site. The development project proposes to rehabilitate an existing historic structure in the Rio Nuevo Area, therefore maintaining the congruency and scale-defining architectural elements that are representative of its historic nature.

6. BUILDING FAÇADE DESIGN SHALL INCLUDE PEDESTRIAN-SCALED, DOWN-SHIELDED, GLARE CONTROLLED EXTERIOR BUILDLING AND WINDOW LIGHTING;

Response: Building lighting will balance the need for way-finding, ambiance, and safety, and will rely on lighting that not only compliments the building architecture without distracting from the elements of the façade, but also be in full compliance with the Dark Sky Ordinance. The architectural details are representative of the sites historic nature, and will be rehabilitated per the State Historic Preservation Standards.

7. THE FRONT DOORS OF ALL COMMERCIAL AND GOVERNMENT BUIDLING SHALL BE VISIBLE FROM THE STREET AND VISUALLY HIGHLIGHTED BY GRAPHICS, LIGHTING, MARQUEES, OR CANOPIES;

Response: There are no new buildings being proposed on the site. The development project proposes to rehabilitate an existing historic structure in the Rio Nuevo Area for the purposes of a multi-family residential use.

8. MODIFICATIONS TO THE EXTERIOR OF HISTORIC BUILDINGS SHALL COMPLIMENT THE OVERALL HISTORIC CONTEXT OF THE DOWNTOWN AND RESPECT THE ARCHITECTURAL INTEGRITY OF THE HISTORIC FAÇADE;

Response: The development project proposes to renovate and rehabilitate the Historic Marist College and the surrounding Historic Wall. The proposed alterations consist of the addition of an external stairwell and elevator to the east façade to meet the requirements of the American with Disabilities Act. The proposed alteration is placed away from the main access points of the development, ensuring the architectural integrity of the Historic Façade remains is respected and remains intact.

9. BUILDINGS SHALL BE DESIGNED TO SHIELD ADJACENT BUILDINGS AND PUBLIC RIGHTS-OF-WAY FROM REFLECTED HEAT AND GLARE;

Response: There are no new buildings being proposed on the site. The development project proposes to rehabilitate an existing structure in the Rio Nueva Area per the State Historic Preservation Standards.

10. SAFE AND ADEQUATE VEHICULAR PARKING AREAS DESIGNED TO MINIMIZE CONFLICTS WITH PEDESTRIANS AND BICYCLES SHALL BE PROVED;

Response: Vehicular traffic into the property will be limited to a single ingress and egress location along Church Avenue. The single entry/exit for vehicles focuses travel to a

predictable location for pedestrian travelers, all but eliminating pedestrian/vehicle conflict. This design improves the ability for pedestrian users to anticipate vehicle movements and increases caution at the conflict point, while offering a friendly and safe pedestrian streetscape environment where alternative transportation options may be maximized.

11. ADEQUATE SHADE SHALL BE PROVIDED FOR SIDEWALKS AND PEDESTRIAN PATHWAYS, USING SHADE STRUCTURES OR VEGETATION, WHERE PERMITTED BY THE CITY OF TUCSON;

Response: The project seeks to renovate and rehabilitate the existing Historic Marist College Structure and Walls along Ochoa Street and Church Avenue. Due to the adobe construction, there is grave concern regarding the installation of an underground irrigation system within the areas between the Marist College Structure and the Walls. The deterioration of the structures and walls can be directly related to their exposure to water, and by limiting the plantings along the north and west side of the structure we are able to reduce the rehabilitated structure and walls exposure to moisture and ensure future deterioration is limited. Also, the Marist College Structure and Wall serve as an iconic Tucson Landmark, by reducing the planting along the north and west side of the structure, we are able to highlight the historic monument from right-of-way.

12. COLORS MAY CONFORM TO THE OVERALL COLOR PALLETTE AND CONTEXT OF THE DOWNTOWN AREA OR SUBAREA OR MAY BE USED EXPRESSLY TO CREATE VISUAL INTEREST, VARIETY, AND STREET RYTHMS. THE RATIONALE FOR AN EXPRESSIVE OR IDIOSYNCRATIC USE OF COLOR SHALL BE DESCRIBED IN THE SITE PLAN SUBMITTAL;

Response: The development project proposes to rehabilitate an existing structure in the Rio Nueva Area per the State Historic Preservation Standards. The color palette for this project will adhere to the existing color scheme representative of the sites historic nature and adjacent properties.

13. NEW BUILDINGS SHALL USE MATERIALS, PATTERNS, AND ELEMENTS THAT RELATE TO THE TRADITIONAL CONTEXT OF THE DOWNTOWN AREA OR SUBAREA;

Response: There are no new buildings being proposed on the site. The development project proposes to rehabilitate an existing structure in the Rio Nueva Area per the State Historic Preservation Standards. Concrete, glass, stucco, and steel are all materials prevalent throughout the Downtown area, and will be utilized for the proposed alterations.

14. TWENTY-FOUR HOUR, STREET LEVEL ACTIVITY IS ENCOURAGED BY PROVIDING A MIXTURE OF RETAIL, OFFICE AND RESIDENTIAL USES WITHIN EACH BUILDING;

Response: The development project proposes to rehabilitate an existing historic structure in the Rio Nuevo Area for the purposes of a multi-family residential use. 24 hour activity will be limited to residents only.

15. PRIMARY PUBLIC ENTRIES SHALL BE DIRECTLY ACCESSED FROM A SIDEWALK ALONG A STREET RATHER THAN FROM A PARKING LOT. PUBLIC ACCESS TO COMMERCIAL AND GOVERNMENTAL BUILDINGS SHALL BE PROVIDED AT SIDEWALK GRADE. THE PRIMARY FLOOR OR, AND ACCESS TO, RESIDENTIAL STRUCTURES MAY BE ELEVATED. SECONDARY ACCESS MAY BE PROVIDED FROM OFF-STREET PARKING AREAS;

Response: The primary public pedestrian entry for the building will be along Ochoa Avenue; it will be highlighted by an increased opening within the Historic Wall. ADA accessibility is provided along Church Avenue. The primary floor of the building is elevated, and accessible via entrances at the north, south, and east façade.

Site Design Standards – UDC section 5.11.5

1. VEHICULAR CIRCULATION;

Response: See Development Plan DP15-0198.

2. PARKING;

Response: See Development Plan DP15-0198.

3. PLAZAS AND OPEN SPACE;

Response: See Development Plan DP15-0198.

4. STREETSCAPE;

Response: See Development Plan DP15-0198, Color Building Elevations, and Downtown Streetscape Interim Policy response.

General Restrictions – UDC Section 5.12.7

1. NEW DRIVE-IN OR DRIVE-THROUGH FACILITIES ARE NOT PERMITTED, EXCEPT FOR BUSINESSES LOCATED ADJACENT TO THE FREEWAY, OR AS APPROVED THROUGH THE DEVELOPMENT REVIEW PROCESS;

Response: This project will not have any drive-in or drive-through facilities.

2. USES SHALL BE ACCOMODATED WITHOUT ALTERING THE HISTORIC CHARACTER-DEFINING FEATURES OF STRUCTURES ON OR ELIGIBLE FOR DESIGNATION ON THE NATIONAL REGISTER;

Response: This project will not alter the character-defining features of the Historic Structure and Wall, and in no way cause it to become delisted from the National Register.

These responses are intended to supplement the Infill Incentive District Design Package submittal to the City of Tucson. Other items have been submitted, as required, and the package should be considered as a whole. If there are any questions, please feel free to contact the undersigned.

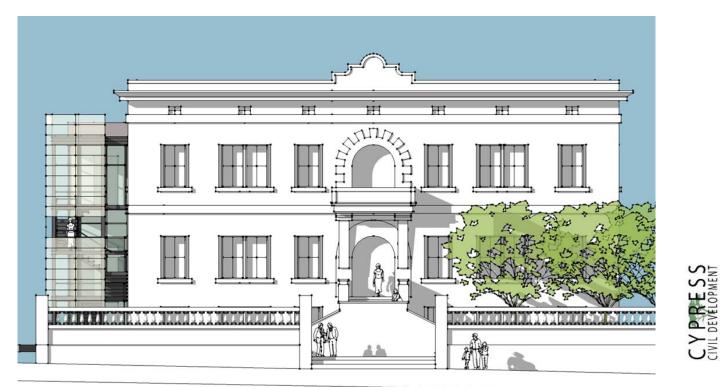
Sincerely,

Cypress Civil Development

Matt Swart

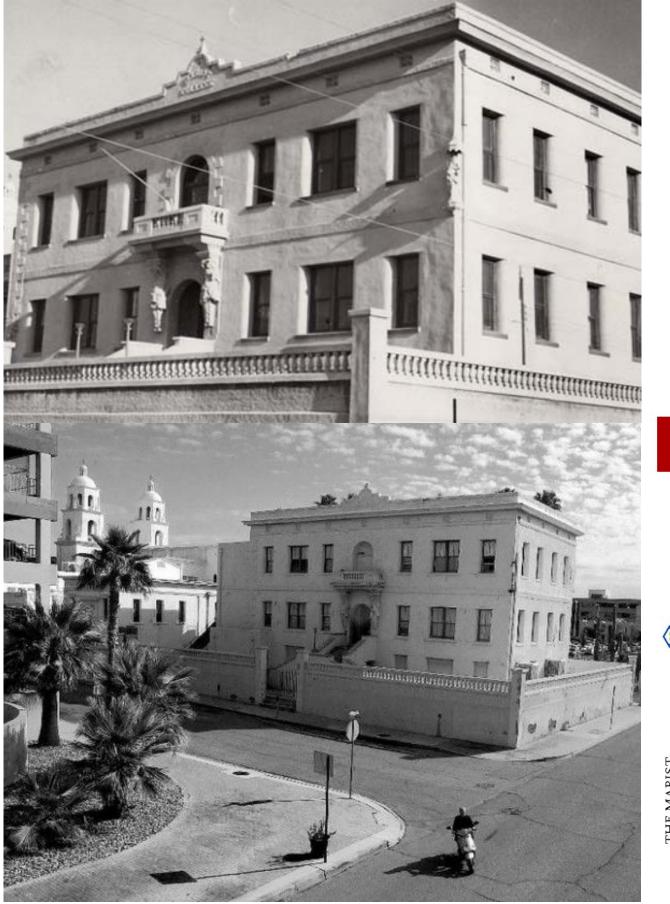
Matt Stuart Project Manager (520) 561-4983 <u>mstuart@cypresscivil.com</u>

ELEVATIONS





ARCHITECTURAL PRECEDENT

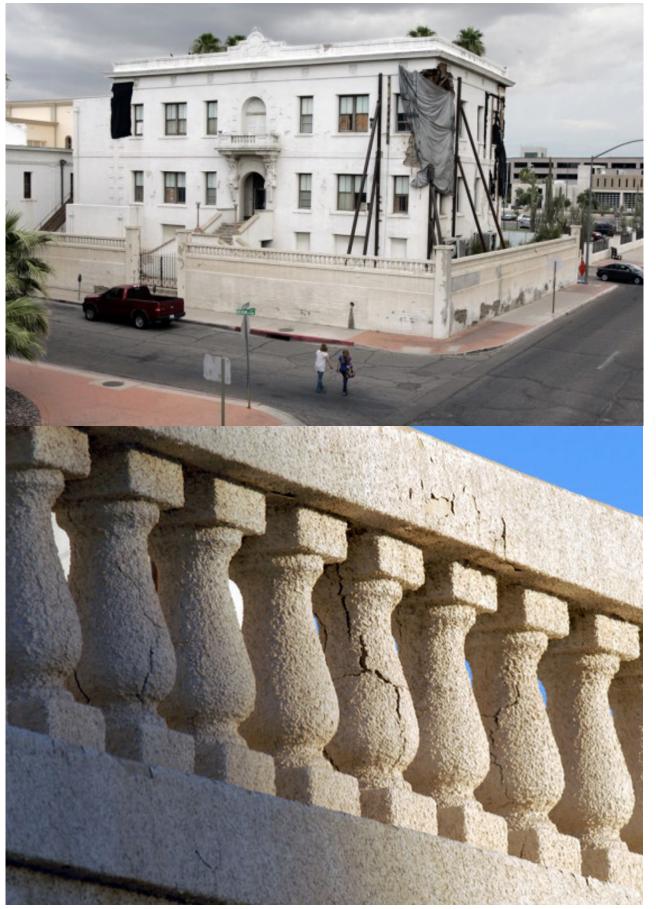


CYPRESS CIVIL DEVELOPMENT





ARCHITECTURAL PRECEDENT



CYPRESS CIVIL DEVELOPMENT











THE MARIST ON CATHEDRAL SQUARE • MARIST COLLEGE

APPENDICES







THE MARIST ON CATHEDRAL SQUARE - MARIST COLLEGE

1 NEIGHBORHOOD MEETING DOCUMENTATION

REQUEST FOR MAILING LABELS

Project Address <u>NWC South Church Avenue & We</u> (Note: if this is a new address, please provide verification from	
Applicant/Agent Name <u>Matt Stuart - Cypress Civil D</u>	Development
Mailing Address 2102 N Country Club Road #9, Tuc	cson, AZ 85716
Matt Stvart	10/19/2015
Applicant/Agent Signature	Date
Please attach the following. Printouts and maps must be gen Department of Transportation information will not be accept	ted.
Assessor's Property Inquiry Printout (APIQ) (one printout for each lot comprising the project site)	Assessor's Block & Lot Map
THE FOLLOWING SECTIONS	TO BE COMPLETED BY STAFF
LABELS ARE REQUESTED FOR THE FOLLOWING	PROCESS:
Environment Resource Zone	WASH Ordinance
Hillside Development Zone	Scenic Corridor Zone
Design Development Option	Board of Adjustment
Design Development Option (Full Notice)	Other: Infill Incentive District -
Rezoning/SE	Major Review
PROCESS	SING FEE
\$220.00 Check Number:	Cash
Charge Account:	
Date Received: Date Due:	
Requested By: Due To:	
Request to: JR SM Other	
Comments/Special Notes:	
ACTIVITY NUMBER:	

Book-Map-Parcel: 117-13-157A

Property Address:

Taxpayer Information:

SAINT AUGUSTINE CATHEDRAL ROMAN CATHOLIC PARISH-TUCSON ATTN: REAL PROPERTY DEPT PO BOX 31 TUCSON AZ 85702-0031

Oblique Image

Tax Area: <u>0163</u>

\$0

Property Description:

TUCSON NWLY PTN LOT 1 BLK 224

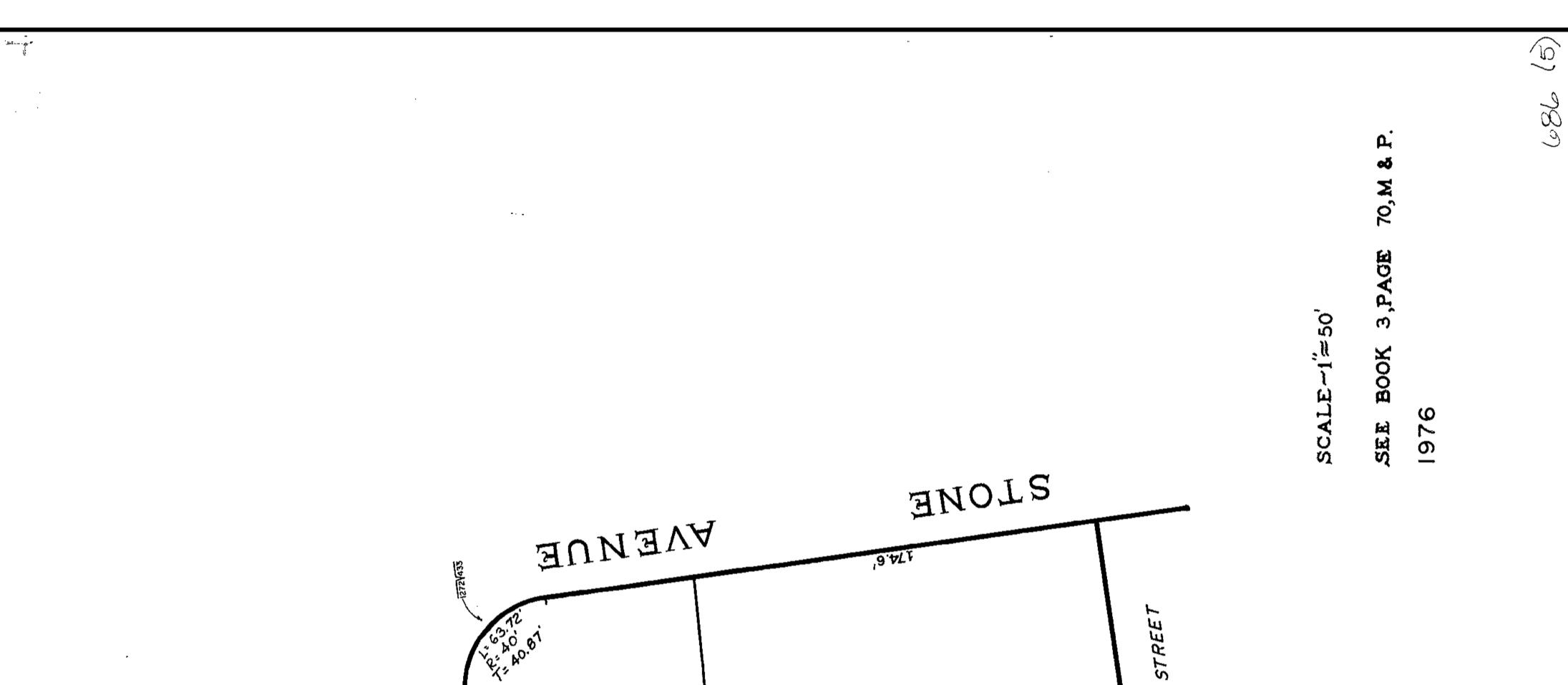
Tax Year:

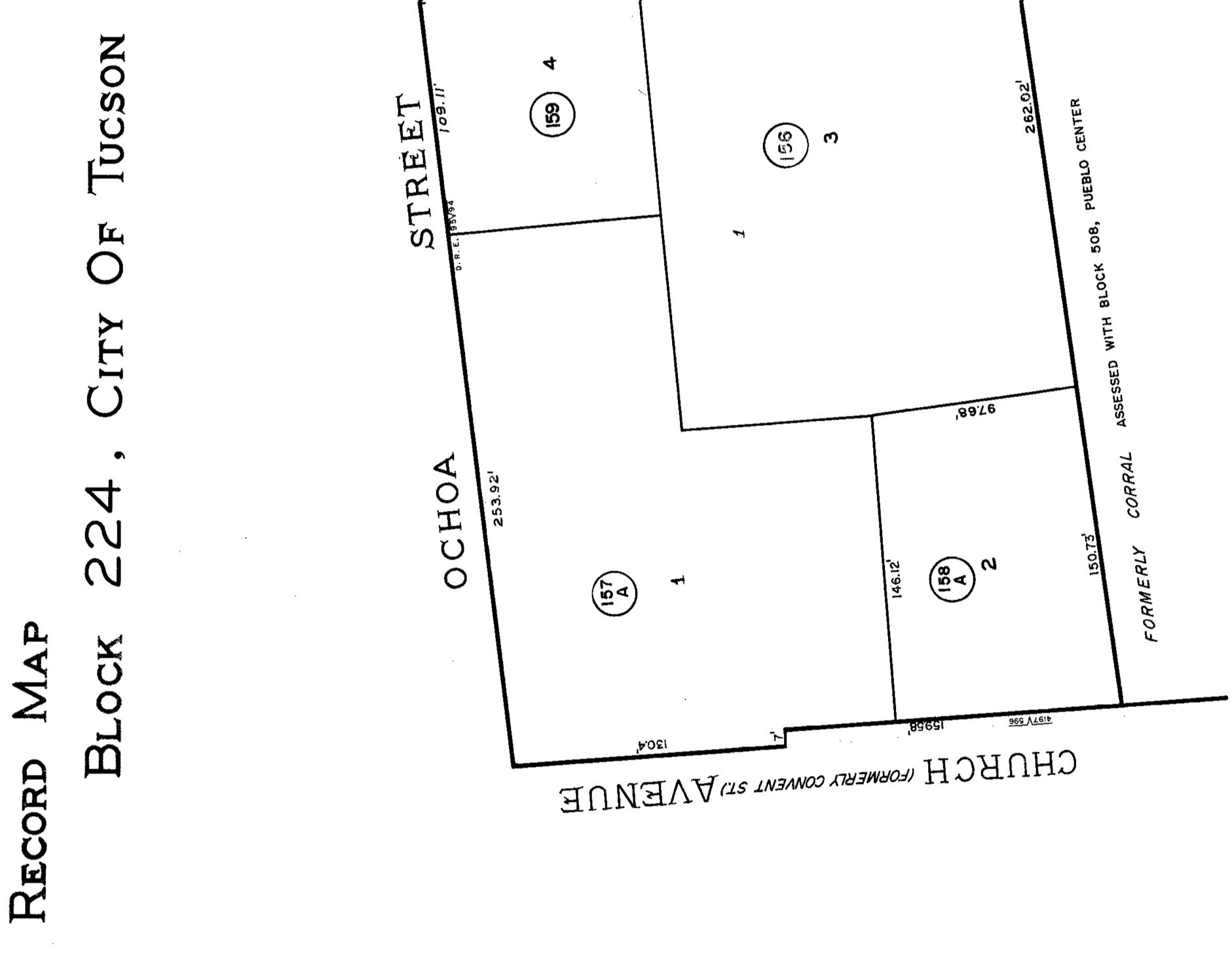
Valuation Data:								
		2015	;			2016		
	LEGAL CLASS	VALUE	ASMT ASMT	ASSESSED VALUE	LEGAL CLASS	VALUE	ASMT RATIO	ASSESSED VALUE
LAND FCV	COMMERCIAL (1)	\$667,561	18.5	\$123,499	COMMERCIAL (1)	\$667,561	18.0	\$120,161
IMPR FCV	COMMERCIAL (1)	\$613,424	18.5	\$113,483	COMMERCIAL (1)	\$628,311	18.0	\$113,096
TOTAL FCV	COMMERCIAL (1)	\$1,280,985	18.5	\$236,982	COMMERCIAL (1)	\$1,295,872	18.0	\$233,257
LIMITED (VALUE	COMMERCIAL (1)) \$1,280,985	18.5	\$236,982	COMMERCIAL (1)	\$1,295,872	18.0	\$233,257
Property Infor	mation:							
Section:		13						
Town:		14.0						
Range:		13.0E						
Map & Plat:		3/70						
Block:		224						
Tract:								
Rule B District:		1						
Land Measure:		37025.00F						
Group Code:								
Census Tract:		100						
Use Code:		1040 (MISC C	OMMERCIAL)				
File Id:		1						
Date of Last Ch	ange:	7/28/2010						
Commercial	Characteristics:							
Property App	raiser: Donald B	B. Phone	e: (520)724-74	426				
Commercial S	Summary							
Interface	Total Sq		Cost Val		CCS Overric			Market Override
Y		15,306		\$628,311		\$0		
Commercial I	Detail							

SEQ-SECT	Construct Year	Model/Grd	IPR	Sq Ft	RCN	RCNLD	Model Description
<u>001-001</u>	1920	903/3	0000000	11,503	\$1,204,792	\$453,002	CHURCH
<u>002-001</u>	1921	903/3	0000000	3,803	\$447,311	\$168,189	CHURCH
<u>003-001</u>	1990	290/3	0000000	0	\$17,010	\$7,120	PARKING LOT

Valuation Area:				
Condo Market:	60			
DOR Market:	31			
MFR Neighborhood:	CB_DOWNTOWN			
SFR Neighborhood:	01020201			
SFR District:	30			
Supervisor District:				
(2) RAMON VALADEZ				
Recording Information:				
Sequence No.	Docket	Page	Date Recorded	Туре
20060711678	12782	6036	4/13/2006	QUIT CLAIM DEED
0	4197	596	2/29/1972	
0	21	666	1/1/1753	

Parcel Note: Click to see/expand 3 note(s)





ASSESSOR'S

|| 7-|3 |2/15

"IMPERIAL" THACIAU CLOTH K & E CO., N.Y. 34087

REQUEST FOR MAILING LABELS

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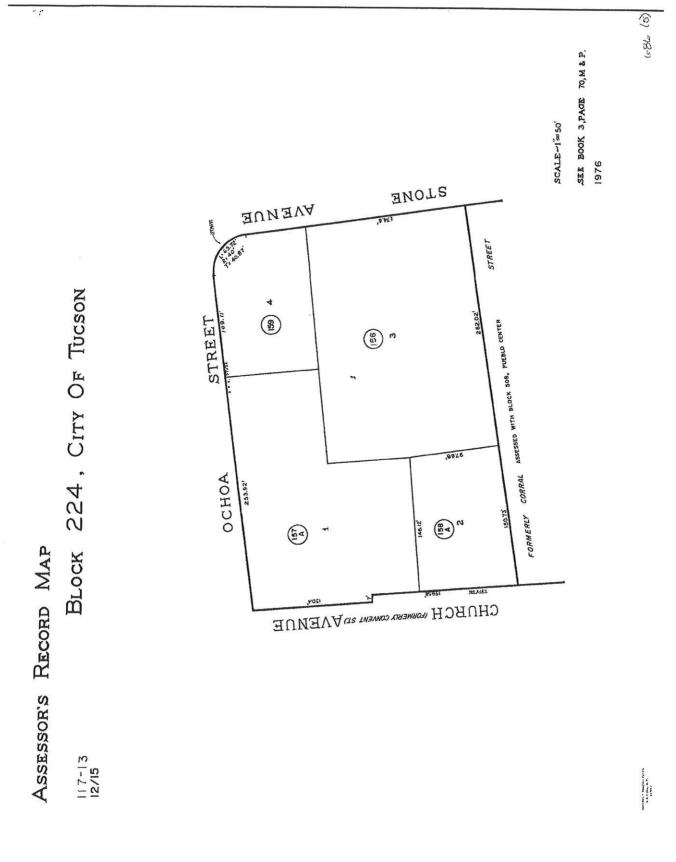
Project Address <u>NWC South Church Avenue & Wes</u> (Note: if this is a new address, please provide verification from	t Ochoa Street, Tucson, AZ 85701 n Pima County Addressing)
Applicant/Agent Name <u>Matt Stuart - Cypress Civil De</u>	evelopment
Mailing Address 2102 N Country Club Road #9, Tucs	ion, AZ 85716
Phone (520) 561-4983	
Matt Stuart	10/19/2015
Applican/Agent Signature	Date
Please attach the following. Printouts and maps must be gene Department of Transportation information will not be accepted	erated from the Pima County Assessor's Database. d.
Assessor's Property Inquiry Printout (APIQ) (one printout for each lot comprising the project site)	Assessor's Block & Lot Map
THE FOLLOWING SECTIONS T	O BE COMPLETED BY STAFF
LABELS ARE REQUESTED FOR THE FOLLOWING P	ROCESS:
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Design Development Option (Full Notice)	Other: Infill Incentive District -
Rezoning/SE	Major Review
PROCESSI	NG FEE
\$220.00 Check Number:	Cash
Charge Account:	
Date Received: Date Due:	10/21
Requested By: Due To:	/
Request to: JR SM Other	
Comments/Special Notes:	
ACTIVITY NUMBER: 715PREDD88)

Book-Man-Pa									
sook-map-r a	rcel: 117-13-157	7A		Ob	lique Image	Tax Year	r:	Tax Area: 0163	
Property Ac	dress:								
CATHOLIC PA	formation: STINE CATHEDRA ARISH-TUCSON PROPERTY DEPT	IL ROMAN				escription: MLY PTN LO			
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AND FOU	LEGAL CLASS	VALUE	RATIO	VALUE	LEGAL CLASS			VALUE	
AND FCV	COMMERCIAL (1		18.5		COMMERCIAL			\$120,161	
MPR FCV OTAL FCV	COMMERCIAL (1		18.5		COMMERCIAL			\$113,096	
IMITED	COMMERCIAL (1		18.5		COMMERCIAL			\$233,257	
ALUE	COMMERCIAL (1) \$1,280,985	18.5	\$236,982	COMMERCIAL	(1) \$1,295,87	72 18.0	\$233,257	
Property Info	ormation:								
Section:		13							
own:		14.0							
Range:		13.0E							
lap & Plat:		3/70							
Block:		224							
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and Measure		37025.00F							
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Date of Last C Commercial Property Ap	Characteristics: praiser: Donald	:	ne: (520)724	4-7426					
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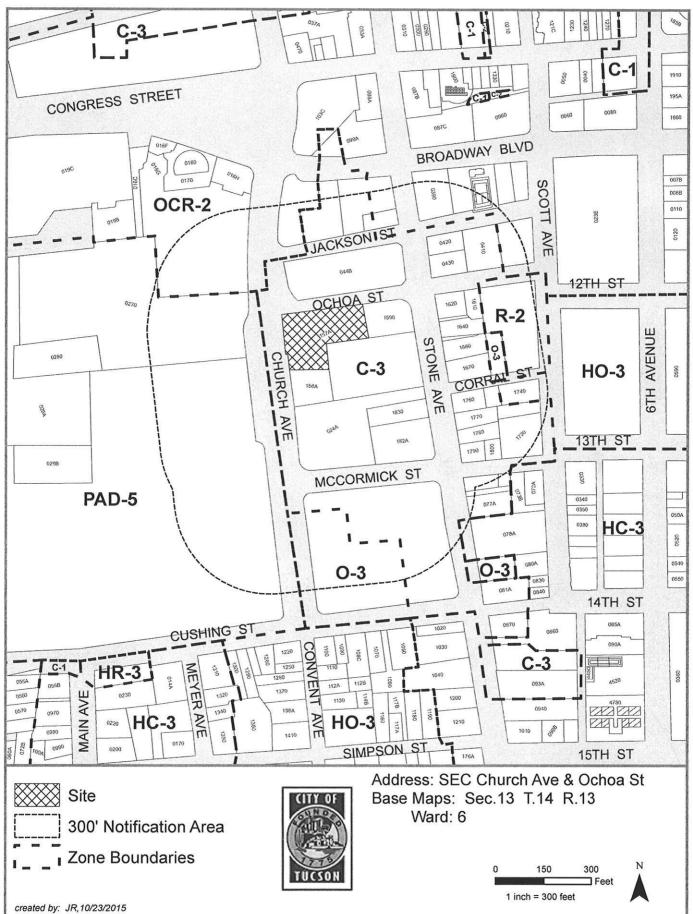
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11720016G HSL LA PLACITA LLC ATTN: OMAR MIRELES 3901 E BROADWAY BLVD TUCSON AZ 85711

11720015A CATHOLIC FOUNDATION FOR THE DIOCESE OF TUCSON 111 S CHURCH AVE TUCSON AZ 85701

11713223A DAVILA SUZANA REVOC LIVING TR ATTN: CAFE POCO COSA 110 E PENNINGTON ST # 100 TUCSON AZ 85701

11713027A COPE PROPERTIES LLC 82 S STONE AVE TUCSON AZ 85701

117200270 CITY OF TUCSON

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117131600 MASONIC-SCOTTISH RITE CATHEDRAL ASSN PO BOX 391 TUCSON AZ 85702

117131560 SAINT AUGUSTINE CATHEDRAL ROMAN CATHOLIC PARISH-TUCSON PO BOX 31 TUCSON AZ 85702

117131740 JENNINGS JON LIVING TR ATTN: ERIC & BARBARA 204 S SCOTT AVE TUCSON AZ 85701

117131760 STONE AVENUE HOMES LLC 75-5706 HANAMA PL STE 104 KAILUA KONA HI 96740

117140740 FIMBRES FAMILY LLC ATTN: NORMA FIMBRES DANYO 1515 GLEN OAKS BLVD PASADENA CA 91105 117132270 PROVIDENCE SERVICE CORP 64 E BROADWAY BLVD TUCSON AZ 85701

11713029A 7740 ORACLE LLC 44% & ELCARO XTRA LLC 36% & VISTOSO LLC 20% ATTN: ROB CAYLOR 6422 E SPEEDWAY BLVD STE 130 TUCSON AZ 85710

117132260 UNIVERSITY OF AZ FOUNDATION 1111 N CHERRY AVE TUCSON AZ 85721

117130400 130 SOUTH SCOTT LLC ATTN: DON SEMRO 70 W CUSHING ST TUCSON AZ 85701

11713044B LA PLACITA INVESTORS LP ATTN: BP LA PLACITA VILLAGE INVESTORS 3915 E BROADWAY BLVD STE 400 TUCSON AZ 85711

117131610 DE LA WARR INVESTMENT CORP 33 N STONE AVE STE 850 TUCSON AZ 85701

11720029A RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT ATTN: PROPERTY MANAGEMENT PO BOX 27210 TUCSON AZ 85726

117131750 SCHWABE RON & PATRICIA CP/RS 44 E BROADWAY BLVD STE 300 TUCSON AZ 85701

117131830 CARRILLO REALTY INVESTMENTS LLC ATTN: LOIS CARRILLO 410 N JOESLER CT TUCSON AZ 85716

117140750 MORENO FAMILY & ARTURO & ELIAS ALBERT & MARIA & ALBERTO M & VIOLA B 748 S 4TH AVE TUCSON AZ 85701 117130390 CURRY MELINDA ELIZABETH 1/2 ET AL ATTN: SUSAN C ONG-WESTERNER OFFICE BLDG 10 E BROADWAY BLVD STE 400 TUCSON AZ 85701

117130320 ARIZONA PIONEERS HISTORICAL SOCIETY 949 E 2ND ST TUCSON AZ 85719

117132250 CAMPECHE LLC 3849 E BROADWAY BLVD # 175 TUCSON AZ 85716

117130420 RALLY POINT APARTMENTS LP 504 W 29TH ST TUCSON AZ 85713

117130430 GREAT WESTERN ASSOC LP 520 W LAWRENCE RD PHOENIX AZ 85013

117131590 SAINT AUGUSTINE CATHEDRAL ATTN: REAL PROPERTY DEPT PO BOX 31 TUCSON AZ 85702

11713158A SAINT AUGUSTINE CATHEDRAL ATTN: REAL PROPERTY DEPT PO BOX 31 TUCSON AZ 85702

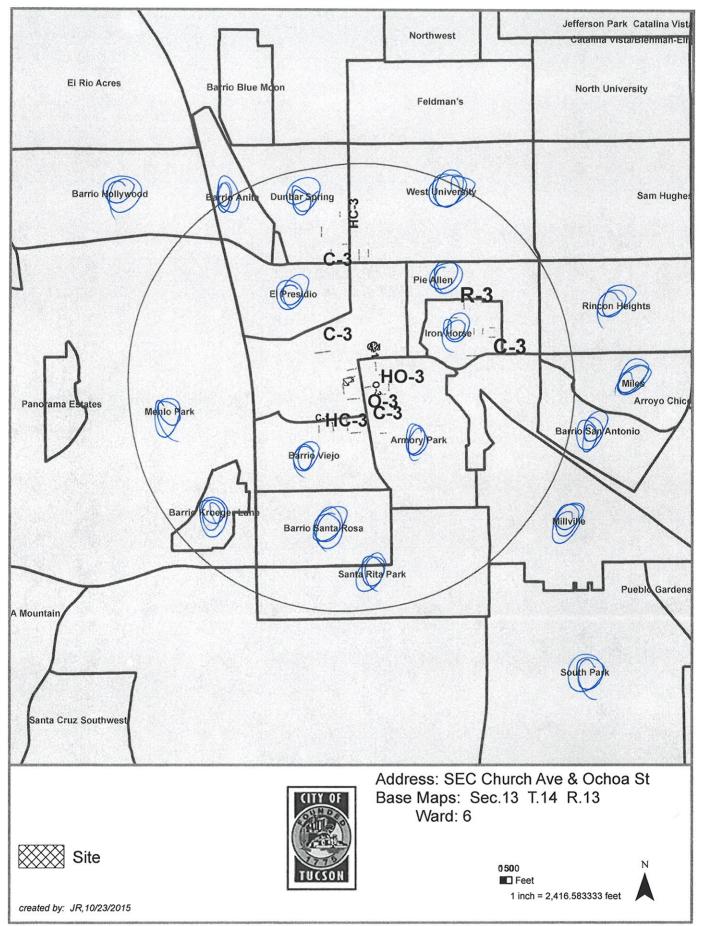
11720024A SAINT AUGUSTINE CATHEDRAL ROMAN CATHOLIC PARISH TUCSON PO BOX 31 TUCSON AZ 85702

117131720 236 S SCOTT LLC 44 E BROADWAY BLVD STE 300 TUCSON AZ 85701

117140760 MORENO FAMILY & ARTURO & ELIAS ALBERT & MARIA & ALBER M & VIOLA B 748 S 4TH AVE TUCSON AZ 85701

11714077A PETERSON THOMAS & CHACHITA FAMILY TR 135 S PALOMAR DR TUCSON AZ 85711	T15PRE0088 created 10/23/2015 Expires 12/23/2015 2 pages

T15PRE0088



Jonathan Rothschild Mayor 255 W. Alameda ST Tucson, AZ 85701

Gracie N. Soto N.A.-Barrio Anita 809 N. Anita Ave. Tucson, AZ 85705

Kacey Carleton N.A.-Barrio Hollywood 701 N Seminole Ave Tucson, AZ 85745

Josefina Cardenas (Chair) N.A.-Barrio Kroeger Lane 902 W. 21st St. Tucson, AZ 85745

Ana Acuna N.A.-Barrio San Antonio Tucson, AZ 85719

Art Munoz N.A.-Barrio Santa Rosa Tucson, AZ

Pedro M Gonzales N.A.-Barrio Viejo 423 S Elias Tucson, AZ 85701

Karen Greene N.A.-Dunbar Spring Tucson, AZ

Mike Rebro (Co-Pres) N.A.-El Presidio 426 N Court Tucson, AZ 85701

John Daniel Twelker N.A.-Iron Horse 229 N 1st Ave Tucson, AZ 85719 Nathan Wade N.A.-Armory Park 514 S. 6th Ave Tucson, AZ 85701

Tina Gonzales N.A.-Barrio Anita 855 N. Contzen Tucson, AZ 85705

Warren McElyea N.A.-Barrio Hollywood 905 N Grande Ave Tucson, AZ 85745

Margaret Ward N.A.-Barrio Kroeger Lane 870 W 19th St Tucson, AZ 85745

Ted Warmbrand N.A.-Barrio San Antonio 402 S Star Ave Tucson, AZ 85719

Yolanda Gonzales N.A.-Barrio Santa Rosa 826 S. Rubio Tucson, AZ 85701

Letitia A Gonzales N.A.-Barrio Viejo 423 S Elias Tucson, AZ 85701

Thaddeus Pace (Co-Pres) N.A.-El Presidio 425 N Main Ave Tucson, AZ 85701

Jeff DiGregorio N.A.-Iron Horse

Tucson, AZ -

Gene Einfrank N.A.-Menlo Park 212 S. Avenida del Sembrador Tucson, AZ 85745 David Bachman-Williams N.A.-Armory Park 350 E. 15th St. Tucson, AZ 85701

Feliciano Leon N.A.-Barrio Anita 772 N. Anita Ave Tucson, AZ 85705

Margaret McKenna N.A.-Barrio Hollywood 1212 W Ontario St. Tucson, AZ 85745

David Madril Sr. N.A.-Barrio Kroeger Lane 945 W. Ochoa Ln Tucson, AZ 85745

Mike Mason N.A.-Barrio San Antonio Tucson, AZ 85719

Nicole Gonzales N.A.-Barrio Santa Rosa 323 W. 19th Street Tucson, AZ 85701

Sky Jacobs N.A.-Dunbar Spring P.O. Box 508 Tucson, AZ 85702

Mary Jo Curtin N.A.-El Presidio 233 N Main Ave Tucson, AZ 85701

Mary Lynn Miners N.A.-Iron Horse 528 E. 8th St. Tucson, AZ 85705

Suzanne Cervantes Sheard N.A.-Menlo Park 184 S Avenida del Sembrador Tucson, AZ 85745 David Walker N.A.-Menlo Park 123 N Melrose Ave Tucson, AZ 85745

George Kalil N.A.-Millville 931 S Highland Tucson, AZ 85719

Nancy Robins N.A.-Pie Allen 801 E 7th St Tucson, AZ 85719

Mark S. Homan N.A.-Rincon Heights 1619 E 8th St Tucson, AZ 85719

Ernie Lujan N.A.-Santa Rita Park-West Ochoa 1445 S 4th Ave Tucson, AZ 85713

Chris Gans N.A.-West University P.O. Box 42825 Tucson, AZ 85733

Regina Romero Ward 1 940 W. Alameda St Tucson, AZ 85745 Andrew Hayes N.A.-Miles Tucson, AZ

Roger Becksted N.A.-Millville 1070 E 20th St Tucson, AZ 85719

Pat Homan N.A.-Pie Allen 850 E. 7th St Tucson, AZ 85719

Timothy A. Olcott N.A.-Rincon Heights 1141 E. 9th St. Tucson, AZ 85719

Glenn Davis (Co-Chair) N.A.-South Park P.O. Box 26302 Tucson, AZ 85726

Angela Storey N.A.-West University P.O. Box 42825 Tucson, AZ 85733

Richard Fimbres Ward 5 4300 S. Park Av Tucson, AZ 85714 Peter Norback N.A.-Miles 1428 E Miles Tucson, AZ 85719

Brett DuMont N.A.-Millville 1015 S Park Ave Tucson, AZ 85719

Evren Sonmez N.A.-Rincon Heights 1735 E 8th St Tucson, AZ 85719

Brian Flagg N.A.-Santa Rita Park-West Ochoa 352 E 25th St Tucson, AZ 85713

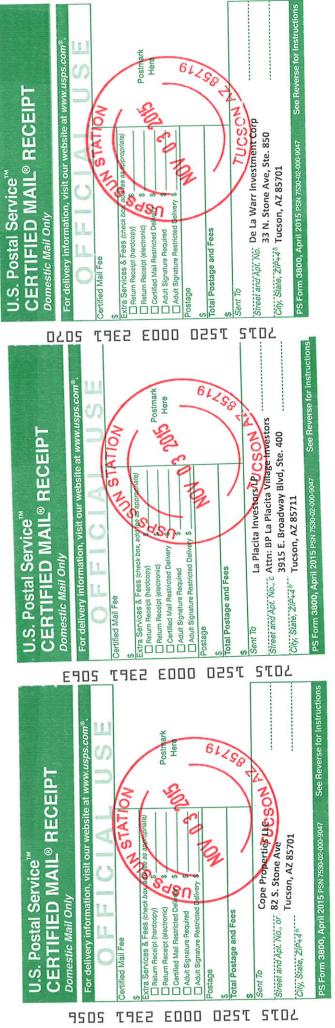
Walter Hopkins (Co-Chair) N.A.-South Park Tucson, AZ

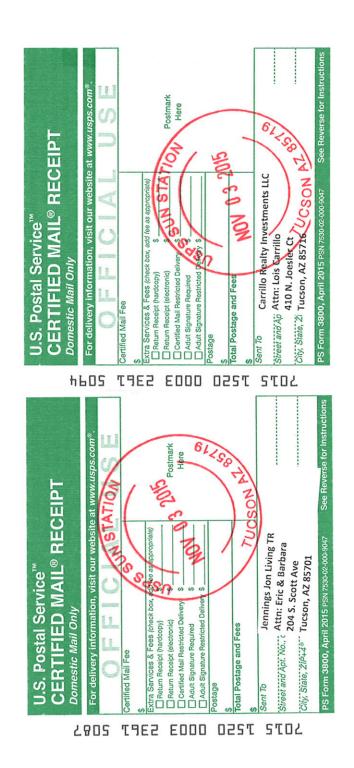
Richard Mayers N.A.-West University PO Box 42825 Tucson, AZ 85733

Steve Kozachik Ward 6 3202 E. 1st St Tucson, AZ 85716

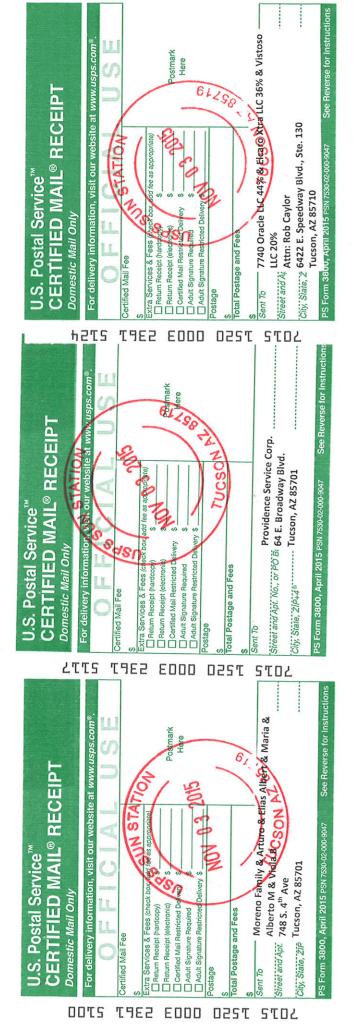
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Check type of mail or service: Certified Recorded Delivery (International) COD Registered Delivery Confirmation Registered Express Mail Signature Confirmation Insured	se (Name, Street, City, State, & ZIP Code)	HSL: La Placita LLC Attn: Omar Mireles 3901 E. Broadway Blvd Tucson, AZ 85711	Catholic Foundation for the Diocese of Tucson 111 S. Church Ave Tucson, AZ 85701	Davila Suzana Revoc Living Tr Attn: Café Poco Cosa 110 E. Pennington St. # 100 Tucson, AZ 85701	Cope Properties LLC 82 S. Stone Ave Tucson, AZ 85701	La Placita Investors LP Attn: BP La Placita Village Investors 3915 E. Broadway Blvd, Ste. 400 Tucson, AZ 85711	De La Warr Investment Corp 33 N. Stone Ave, Ste. 850 Tucson, AZ 85701	Jennings Jon Living TR Attn: Eric & Barbara 204 S. Scott Ave Tucson, AZ 85701	Carrillo Realty Investments LLC Attn: Lois Carrillo 410 N. Joesler Ct Tucson, AZ 85716	Postmaster, Per (Name of receiving employee)	Complete by Typewriter, Ink, or Ball Point Pen
Name and Address of Sender	Article Number	1. 7015 1520 0003 2361 5025	2. 7015 1520 0003 2361 5032	3. 7015 1520 0003 2361 5049	4. 7015 1520 0003 2361 5056	5. 7015 1520 0003 2361 5063	6. 7015 1520 0003 2361 5070	7. 7015 1520 0003 2361 5087	8. 7015 1520 0003 2361 5094	Total Number of Pieces Total Number of Pieces I Listed by Sender Received at Post Office	PS Form 3877. February 2002 (Page 1 of 2)







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Check type of mail or service: Certified Recorded Delivery (International) COD Registered Delivery Confirmation Return Receipt for Merchandise Express Mail Signature Confirmation Insured	see (Name, Street, City, State, & ZIP Code)	Moreno Family & Arturo & Elias Albert & Maria & Alberto M & Viola B 748 S. 4 th Ave Tucson, AZ 85701	Providence Service Corp. 64 E. Broadway Blvd. Tucson, AZ 85701	 7740 Oracle LLC 44% & Elcaro Xtra LLC 36% & Vistoso LLC 20% Attn: Rob Caylor 6422 E. Speedway Blvd., Ste. 130 Tucson, A2 85710 	University of AZ Foundation 1111 N. Cherry Ave. Tucson, AZ 85721	130 South Scott LLC Attn: Don Semro 70 W. Cushing St Tucson, AZ 85701	Great Western Associates LP 520 W. Lawrence Rd Phoenix, AZ 85013	Saint Augustine Cathedral Attn: Real Property Dept PO Box 31 Tucson, AZ 85702	Schwabe Ron & Patricia CP/RS 44 E. Broadway Blvd., Ste 300 Tucson, AZ 85701	Postmaster, Per (Name of receiving employee)	Complete by Typewriter, Ink, or Ball Point Pen
Name and Address of Sender	Article Number	1. 7015 1520 0003 2361 5100	2. 7015 1520 0003 2361 5117	3. 7015 1520 0003 2361 5124	4. 7015 1520 0003 2361 5131	5. 7015 1520 0003 2361 5148	6. 7015 1520 0003 2361 5155	7. 7015 1520 0003 2361 5162	8. 7015 1520 0003 2361 5179	Total Number of Pieces Total Number of Pieces Listed by Sender Received at Post Office	PS Form 3877 , February 2002 (Page 1 of 2)







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Article Number	Addressee (Name, Street, City, State, & ZIP Code) Postage		Handling	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC SH Fee Fee	H RD	e Fee
1. 7015 1520 0003 2361 5186	236 S. Scott LLC 44 E. Broadway Blvd., Ste. 300 Tucson, AZ 85701									
2. 7015 1520 0003 2361 5193	Peterson Thomas & Chachita Family TR 135 S. Palomar Dr. Tucson, AZ 85711									
3. 7015 1520 0003 2361 5209	Curry Melinda Elizabeth ½ Et Al Attn: Susan C Ong-Westerner Office Bldg 10 E. Broadway Blvd, Ste. 400 Tucson, AZ 85701								113	1
4. 7015 1520 0003 2361 5216	Arizona Pioneers Historical Society 949 E. 2 nd St. Tucson, AZ 85719			Miles	NSTAT	No		1.50	avilaŭ	Receip
5. 7015 1520 0003 2361 5223	Campeche LLC 3849 E. Broadway Blvd. # 175 Tucson, AZ 85716			dsn dsn	CIUS ED N	cin	510129	(Seron)) Hereiter	ant and a	andell
6. 7015 1520 0003 2361 5230	Rally Point Apartments LP 504 W. 29 th St Tucson, AZ 85713			2	UCSON	6119874	LAUSSING S	und en	er sa	2011
7. 7015 1520 0003 2361 5247	Masonic-Scottish Rite Cathedral Assn PO Box 391 Tucson, AZ 85702						j Kuentij	rengis		
8. 7015 1520 0003 2361 5254	Rio Nuevo Multi-Purpose Facilities Dist. Attn: Property Management PO Box 27210 Tucson, AZ 85726						2 (]			
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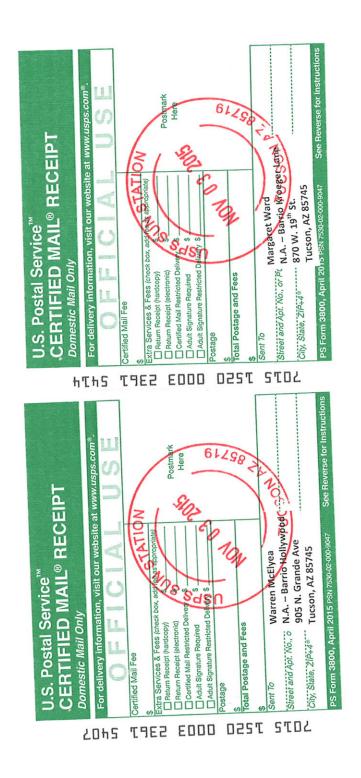
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Article Number	Addressee (Name, Street, City, State, & ZIP Code)	City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	Fee F 0	SH Fee F	RD RR Fee Fee
1. 7015 1.520 0003 2361 5261	Stone Avenue Homes, LLC 75-5706 Hanama PI., Ste. 104 Kailua Kona, HI 96740	LLC te. 104										
2. 7015 1520 0003 2361 5278	s d es	Danyo										
3. 7015 1520 0003 2361 5285	Jonathan Rothschild Mayor 255 W. Alameda St Tucson, AZ 85701	and the second se										E. A.
4. 7015 1520 0003 2361 5292	Gracie N. Soto N.A. – Barrio Anita 809 N. Anita Ave. Tucson, AZ 85705					25	3	STATION	/	080	Gui	avrea
5. 701.5 1.520 0003 2361 5308	Kacey Carleton N.A. – Barrio Hollywood 701 N. Seminole Ave. Tucson, AZ 85745					dsn	Jan 19	SIDT ED	6	0202023453	(paese)	en an an
6. 7015 1520 0003 2361 5315	Josefina Cardenas (Chair) N.A. – Barrio Kroeger Lane 902 W. 21 ^a St. Tucson, AZ 85745	- 4						TUCSON AT	1158	uog au	alaadig	
7. 7015 1520 0003 2361 5322	Ted Warmbrand N.A. – Barrio San Antonio 402 S. Star Ave. Tucson, AZ 85719	oir							адавий (Jengik.		
8. 7015 1520 0003 2361 5339									17)			
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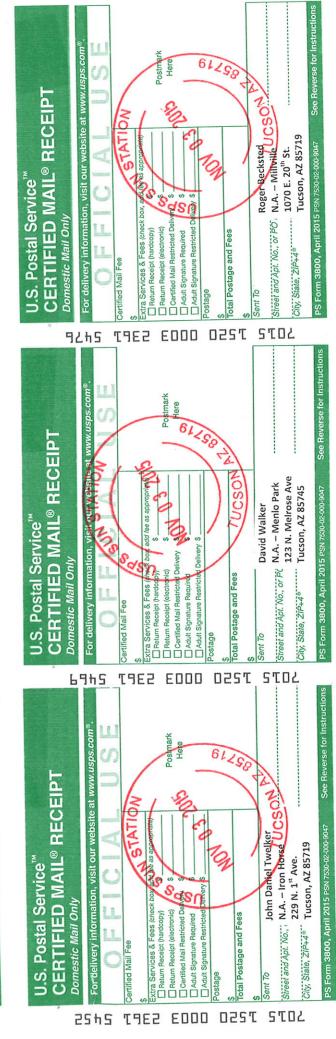
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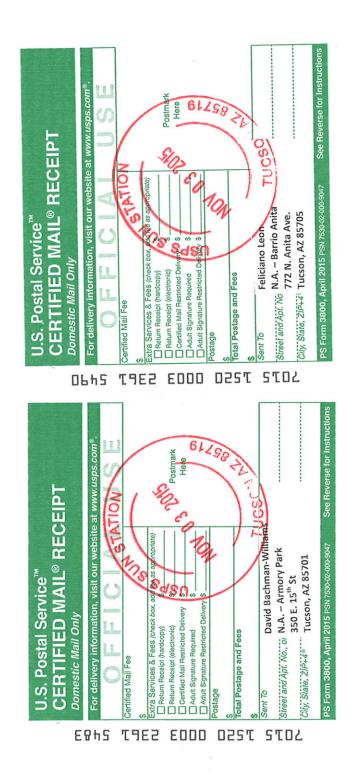




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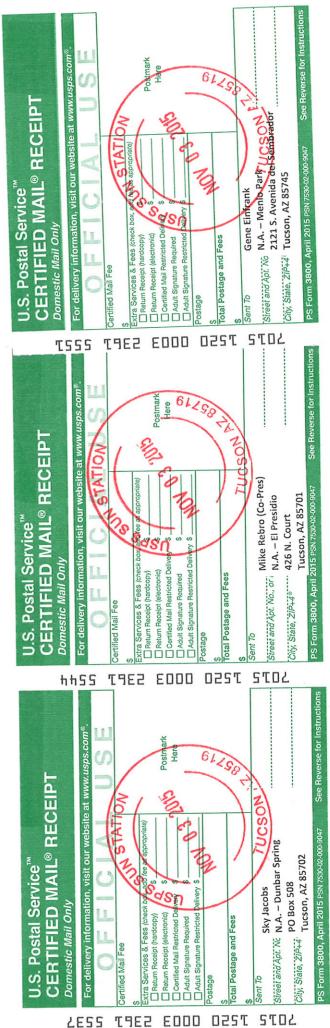


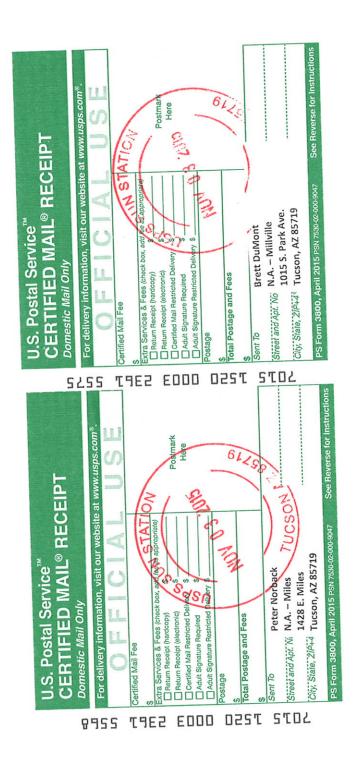




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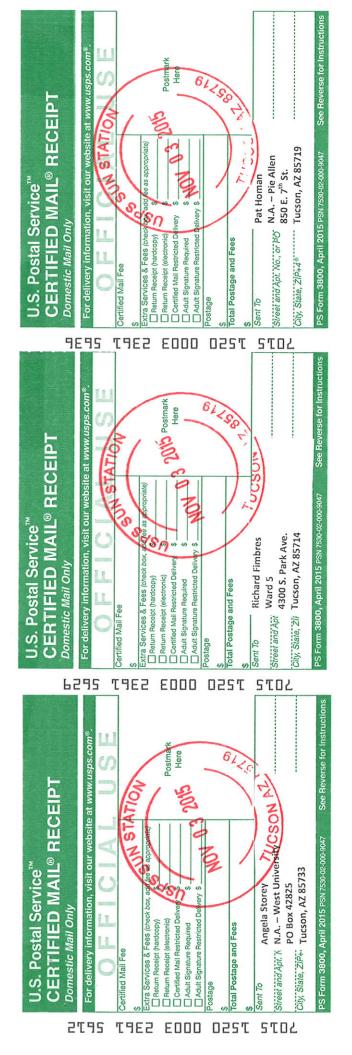






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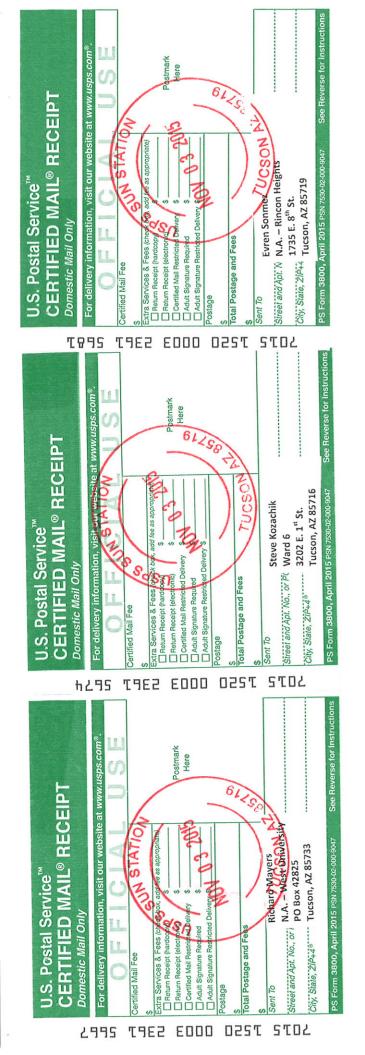


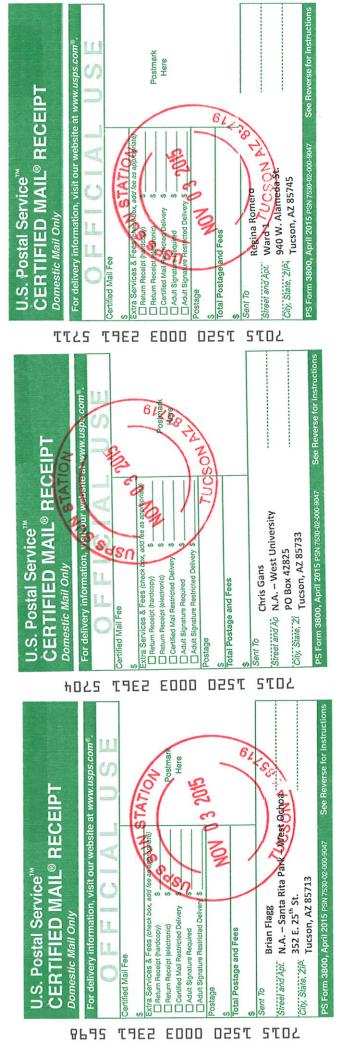


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2 November 2015

RE: Use of the Downtown Area Infill Incentive District (IID) Overlay Zone – 111 S. Church Avenue & Marist College.

Dear Neighbor:

We will be holding a neighborhood meeting to discuss the requested use of the Downtown Area Infill Incentive District (IID) Overlay zone for the parcel located at 111 South Church Avenue and the Marist College - northwest corner of N Church Avenue & W Ochoa Street. The goal of the project is to develop approximately 83, 1 and 2 Bedroom units, available as senior housing, on both the site of the existing Roman Catholic Diocese Office Building and the Marist College. We would like to invite you to attend, hear our proposal, and ask any questions you may have regarding the potential project and/or the use of the IID at these locations. While the two components of the senior housing project will each have their own IID application, for everyone's convenience, and to better understand the relationship between the two components, both will addressed together.

We will be holding the meeting at the **Roman Catholic Diocese Office Building** located at **111 South Church Avenue**, at the southeast corner of W Broadway Boulevard and N Church Avenue, in the **Conference meeting room**. The meeting will be held at **5:00 PM on Monday**, **November 16**th.

We encourage public participation, and in addition to questions presented in person at the meeting, you may also direct written comments to Matt Stuart at <u>mstuart@cypresscivil.com</u> prior to, or following the public hearing. If you have any questions about location or the scheduling of the neighborhood meeting, please feel free to contact Theresa Fanter at <u>tfanter@cypresscivil.com</u> or by phone at (520) 561-4983.

The purpose of this meeting will be to present the proposed development projects, explain the specific details and its use of the IID, and hear any constructive ideas that you may have relating to our proposal. Our goal is to be able to respond to your ideas as part of this overlay zone process in an effort to be a welcomed future neighbor. We look forward to meeting with you personally.

If you have any questions, please do not hesitate to contact. Additional contact information is contained directly below. Thank you for your time and consideration.

Sincerely, Cypress Civil Development

Matt Stuart Project Manager (520) 561-4983 <u>mstuart@cypresscivil.com</u>

The Marist on Cathedral Square Neighborhood Meeting - IID 15.10 & 15.11 November 16, 2015 Attendee Sign-in Sheet



2102 north country club road suite #9 tucson, arizona 85716 p: 520.991.5213 e: info@cypresscivil.com

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CATHEDRA

FOUNDATION FOR SENIOR LIVING POSTER FROST MIRTO CYPRESS CIVIL DEVELOPMENT

NOVEMBER 16, 2015 NEIGHBORHOOD MEETING

FOUNDATION FOR SENIOR LIVING



Helping those you love live independently.



FOUNDATION FOR SENIOR LIVING - **HIGHLAND SQUARE**



FOUNDATION FOR SENIOR LIVING FLAGSTAFF



FOUNDATION FOR SENIOR LIVING FLAGSTAFF









FOUNDATION FOR SENIOR LIVING - YUMA



FOUNDATION FOR SENIOR LIVING - YUMA









C Y P R E S S





POSTER FROSTER MIROST

C Y P P E S S CIVIL DEVELOPMENT

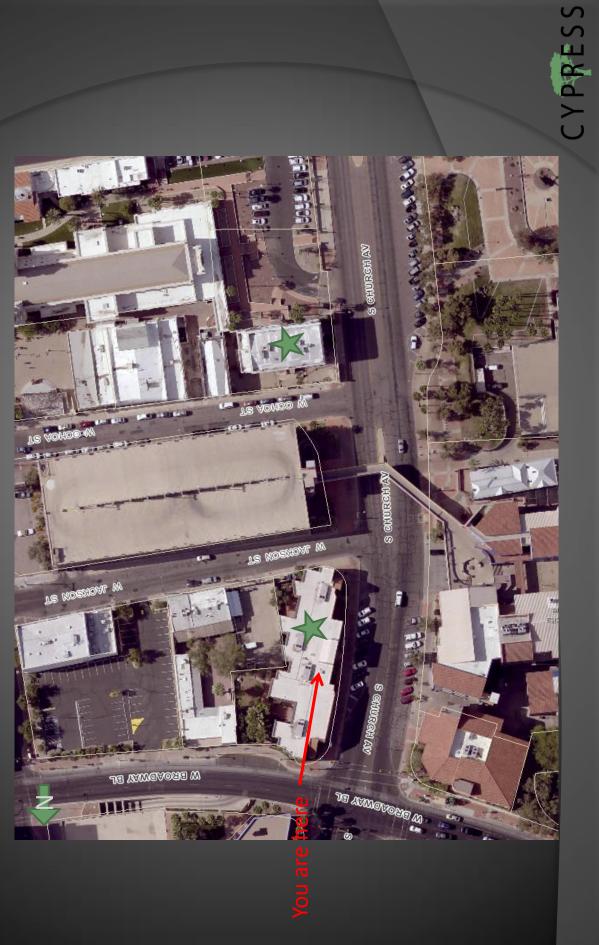
PRESENTATION OUTLINE

- Introduction
- Foundation for Senior Living
 - Development Team
- Project Overview
- Location
- Project Goals
- Proposed Site Layout
 - Diocese Building
 - Marist College
- Infill Incentive District
 - IID & DCS
- Marist IID 15.10 Requested Modifications

- Diocese IID 15.11 Requested Modifications IID Design Package
- Process Sita Bandarings
 - Site Renderings
- Marist IID 15.10
- Diocese IID 15.11
- Question & Answer



PROJECT OVERVIEW

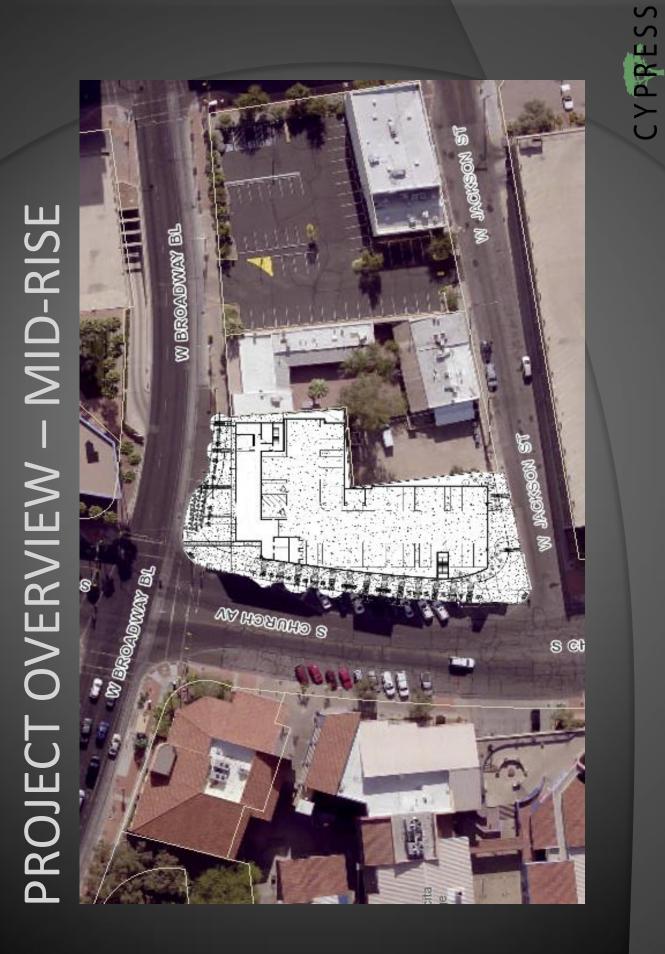


PROJECT OVERVIEW

Goals:

- Provide affordable senior living housing options within the Downtown Core;
- Activate the southeast corner of Broadway & Church by adding additional residents, and;
- Renovate and Rehabilitate the Marist College per State Historic Preservation standards.





PROJECT OVERVIEW – MARIST



INFILL INCENTIVE DISTRICT (IID)

- development regulations to be modified in exchange for creating/designing a pedestrian and transit- An optional overlay zone that allows certain oriented development.
- DOWNTOWN CORE SUBDISTRICT (DCS)
- Development is intended to take advantage of the <u>Modern Street Car project, and promote high-</u> density infill transit-oriented development.
- Development incentives for this zone include greater developable footprint and zero parking requirements.

- Allowable modifications:
- Major Streets & Routes setbacks
- Street perimeter yards
- Maximum Lot Coverage
- Minimum Lot Size
- Bicycle & Vehicle parking
- Off-street loading
- Landscaping & Screening
- Pedestrian Access
- Solid waste collection



- Requested modifications (MARIST IID 15.10):
- Major Streets & Routes setbacks
- Street perimeter yards
- Maximum Lot Coverage
- Minimum Lot Size
- Bicycle & Vehicle parking
- Off-street loading
- Landscaping & Screening
- Pedestrian Access
- Solid waste collection
- *Shade less 50%



- Requested modifications (MID-RISE IID 15.11):
- <u>Major Streets & Routes setbacks</u>
- Street perimeter yards
- Maximum Lot Coverage
- Minimum Lot Size
- Bicycle & Vehicle parking
- Off-street loading
- Landscaping & Screening
- Pedestrian Access
- Solid waste collection
- *Open/Plaza Space less than 5%



- Process (Major Design Review)
- <u>Pre-application conference</u> w/ City Staff and Design Professional
- Host a Neighborhood Meeting (300 foot notification <u>radius</u>, Neighborhood Associations within <u>1 mile</u>)
 - Summarize Neighborhood Meeting
- Submit <u>Design Package</u> to City Staff
- Tucson/Pima County Historical Commission Review & Recommendation
- Meet & review Design Package with Design Professional
- Design Review Committee Review & Recommendation
- Planning & Development Services Director Review findings and issues DECISION





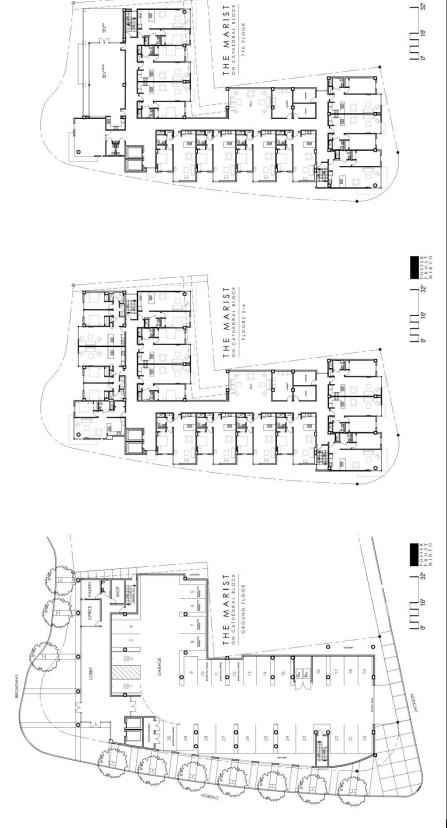
C Y P R E S S

POSTER FROST MIRTO

MARIST COLLEGE

MID-RISE SITE





7TH FLOOR

100.000

m.P.-Awron

SITE AND FLOOR PLANS

POSTER FROST MIRTO

0¹ 16³ 32⁴ FROST MIRTO



VIEW FROM BROADWAY AND CHURCH



NORTH ELEVATION

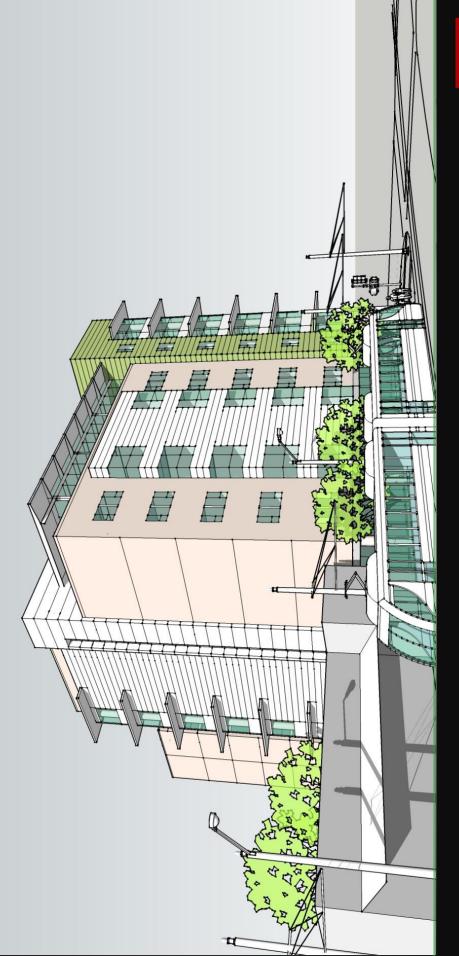


SOUTH ELEVATION

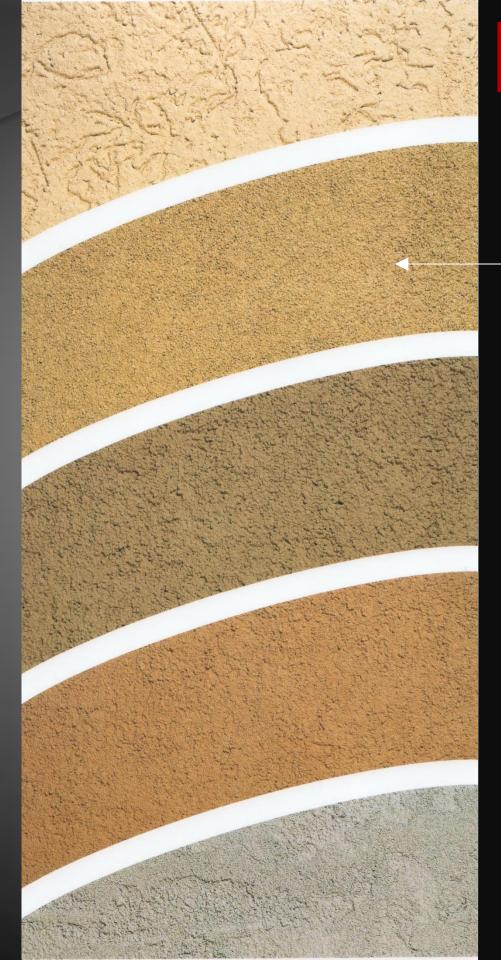


WEST ELEVATION

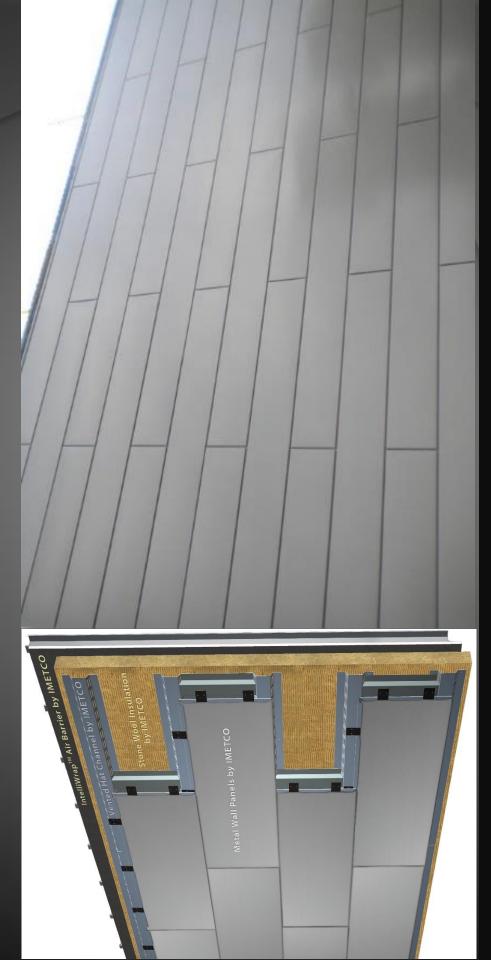




VIEW FROM BROADWAY LOOKING WEST

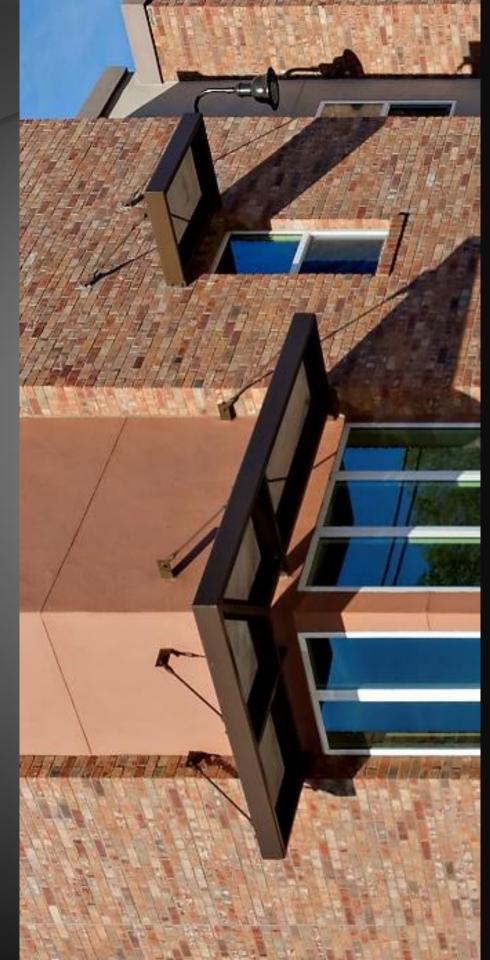


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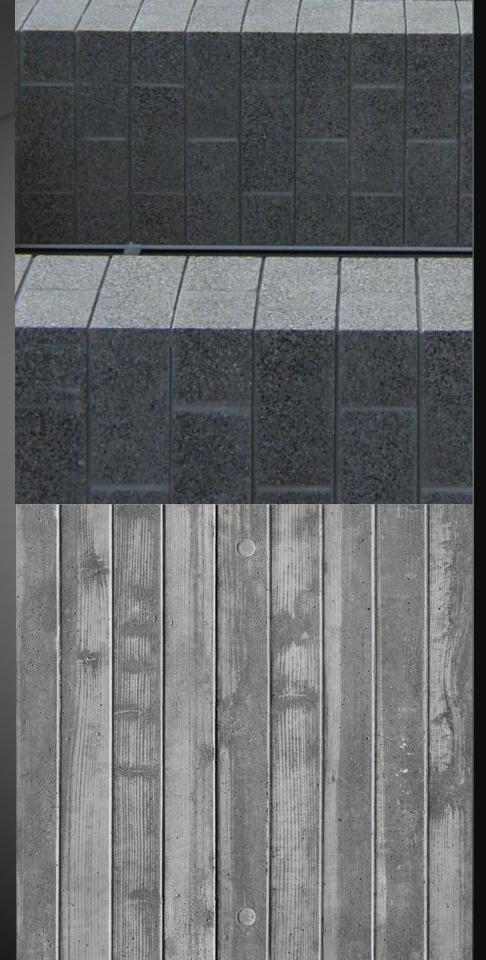
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CONCEALED FASTENER METAL PANELS



TUBE STEEL AND METAL DECK AWNINGS





P O S T E R F R O S T M I R T O

BOARD FORMED CONCRETE OR GROUND FACE CMU

MIDRISE (75 UNITS)



BIRD'S EYE VIEW

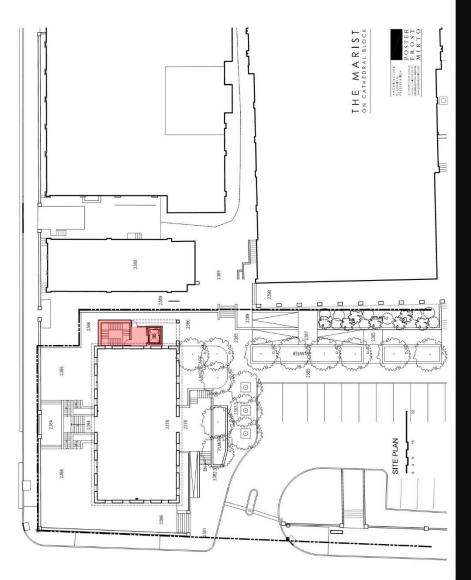
MIDRISE (75 UNITS)



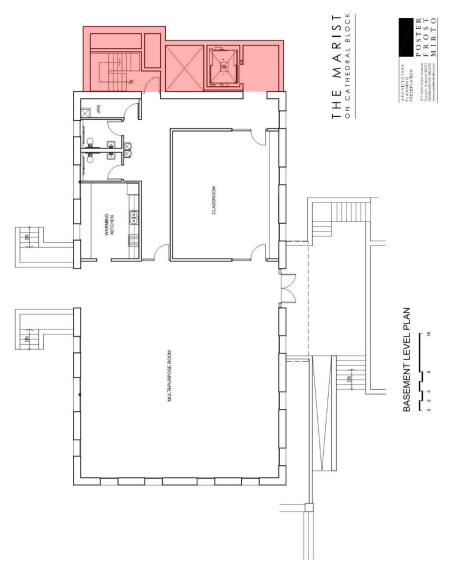
BIRD'S EYE VIEW



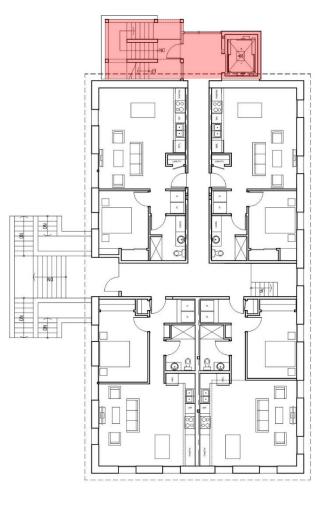
HISTORIC ERA IMAGE



SITE PLAN



LOWER LEVEL





FIRST FLOOR PLAN



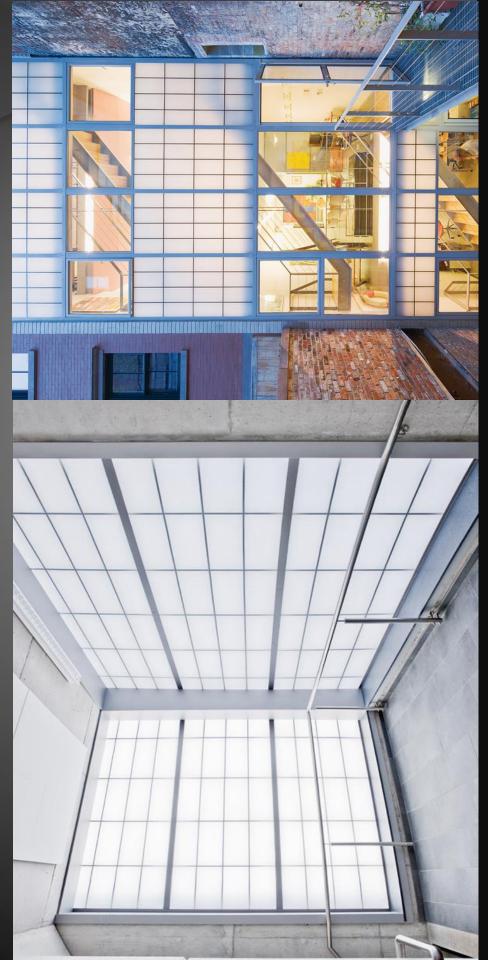
UPPER FLOORS



NORTH ELEVATION



EAST ELEVATION



P O S T E R F R O S T M I R T O

TRANSLUCENT WALL SYSTEM WITH PAINTED STEEL FRAME

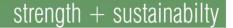
QUESTIONS & ANSWERS

Ouestions?

- Contact information:
- Matt Stuart Cypress Civil Development mstuart@cypress

THANK YOU FOR COMING!







<u>The Marist on Cathedral Square – IID 15.10 & 15.11</u> Neighborhood Meeting Notes November 16th, 2015

Foundation for Senior Living Attendees:

Steve Hastings, Chief of Real Estate Services Chris Fournillier, Community Development Solutions LLC

Poster Frost Mirto Attendees:

Corky Poster, Architect/Planner/Principal Jon Mirto, Architect/Principal

Cypress Civil Development Attendees:

Matt Stuart, Project Manager

Start Time: 5:08 p.m. Finish Time: 6:21 p.m.

- 1) PowerPoint Slide 1
 - a) Steve Hastings opened the meeting, introducing himself and Foundation for Senior Living (FSL).
 - b) Mr. Hastings proceeded to provide some background on the services both offered and provided by FSL to the community. Specifically they cater to individuals 65 and older, and the concept of aging in place.
 - c) Mr. Hastings introduced Corky Poster with Poster Frost Mirto.

- a) Mr. Poster introduced himself and his firm to the audience, began to provide further background on the specifics of the project and the relationship between FSL as the developer and the Low Income Housing Tax Credit Application process.
- b) Mr. Poster mentioned that the approval process and subsequent planning phases would mean that ground breaking would not occur until the first quarter of 2017, at the earliest.
- 3) PowerPoint Slide 3, 4, 5, 6, 7
 - a) Mr. Poster then highlighted some of the other recent projects in and around Arizona that FSL has developed, noting that this is FSL's first venture into the Tucson Market and

their desire to not only make a good impression but to be great neighbors to the surrounding area.

- b) Mr. Poster highlighted the Highland Square project currently under development in Cottonwood, and recent community developments in Flagstaff and Yuma.
- c) Mr. Poster showed multiple images to convey the quality FSL will bring to the two development projects.
- 4) PowerPoint Slide 8
 - a) Mr. Poster introduced the remaining members and individuals of the Development Team.

5) PowerPoint Slide 9

- a) Mr. Poster provided an overview of the PowerPoint Presentation and the flow of the neighborhood meeting(s), explaining that although these projects will be developed together, they are in fact two separate applications to the City of Tucson.
- b) Mr. Poster stated after the presentation the floor will be open for questions.

6) PowerPoint Slide 10

a) A map overview of the sites was provided, showing the specific location in relation to streets and to the Historic Brown House and St. Augustine Cathedral.

7) PowerPoint Slide 11

- a) Goals specific to the proposed project were provided, outlining the inspiration and desired outcome that will influence the design. This included providing affordable senior living housing options within the Downtown Core; activating the southeast corner of Broadway & Church; and rehabilitating the Marist College building.
- b) Mr. Poster then introduced Matt Stuart with Cypress Civil Development to review the IID application process.

8) PowerPoint Slide 12, 13

a) Mr. Stuart provided a project overview of each site and briefly explained some of the proposed changes/alterations that were being made and how it might look in a two dimensional context.

9) PowerPoint Slide 14

a) Mr. Stuart provided an explanation of the optional overlay called the Infill Incentive District (IID), and the ownerships desire to "opt-in" and develop the two projects under the provisions outlined in the Infill Incentive District ordinance language.

10) PowerPoint Slide 15

a) Mr. Stuart then outlined the allowable modifications a development may consider within the Downtown Core Subdistrict (DCS) of the IID.

- a) Mr. Stuart introduced each of the allowable modifications being utilized by the Marist College rehabilitation project, and explained why:
- b) **Major Streets & Routes –** To maintain the existing development footprint, relief from the setback requirement is required.
- c) **Street Perimeter yards** To maintain the existing development footprint, relief from the setback requirement is required.

- d) **Bicycle and Vehicular Parking** Under the DCS, zero parking requirements for multifamily housing projects are permitted. This project will be taking advantage of the Street Car ridership, and both pedestrians and bicyclists that frequent Broadway and Church on a daily basis. Matt also noted that ample bicycle parking will be provided in the form of racks and long term bicycle within each of the units. Additional vehicular parking is provided on-street as well as within the private La Placita Parking Garage across the street.
- e) **Off-Street Loading** While not required for Multi-family, the site does offer on-street loading zones that can utilized.
- f) Landscaping & Screening Due to the existing development and the need to emphasize building accessibility, we are seeking relief from the screening standards. Also due to the historic nature of the site and the desire to highlight the structure from a street view, additional landscape screenings will only inhibit.
- g) Shade This project is seeking specific relief from the 50% shade requirement for all pedestrian access areas. Due to the historic nature and adobe construction, there are concerns regarding plantings and irrigation in and around the wall and building itself. The concern is additional moisture being present in the ground on a regular basis could cause damage to the adobe material, setting back the efforts made through the rehabilitation.

- a) Mr. Stuart introduced each of the allowable modifications being utilized by the Mid-rise project, and explained why:
- b) **Major Streets & Routes** To maintain congruency with surrounding downtown development, and promote the desired streetscape, relief from the setback requirement is required.
- c) **Street Perimeter yards** To maintain congruency with surrounding downtown development, and promote the desired streetscape, relief from the setback requirement is required.
- d) **Maximum Lot Coverage** To maintain congruency with the building footprints representative of the downtown district, relief is sought.
- e) **Bicycle and Vehicular Parking** Under the DCS, zero parking requirements for multifamily housing projects are permitted. This project will be taking advantage of the Street Car ridership, and both pedestrians and bicyclists that frequent Broadway and Church on a daily basis. Mr. Stuart also noted that ample bicycle parking will be provided in the form of racks and long term bicycle within each of the units. Additional vehicular parking is provided on-street as well as within the private La Placita Parking Garage across the street.
- f) **Off-Street Loading** While not required for Multi-family, the site does offer an on-street loading zone along Broadway Boulevard that can utilized for the development.
- g) Landscaping & Screening To maintain congruency with the building footprints representative of the downtown district, relief is sought.

- h) Solid Waste Collection Due to the nature of the sight and limited accessibility/maneuverability within the buildable footprint, an alternative solid waste collection system and agreement will need to be worked out with Environmental Services. This may include building management being responsible for locating the dumpsters from inside the building to the loading area for collection.
- Open/Plaza Space To maintain congruency with the building footprints representative of the downtown district, relief is sought from the 5% of the gross floor area requirement. The site design goes to great lengths to create an active, permeable corner at Broadway & Church, and is adjacent (kitty corner) to Veinte de Agosto Park, which grants residences access to a large open space area within a very short walking distance.

13) PowerPoint Slide 18

- a) Matt discussed the IID process and how it works and explained who is involved and their role in the process:
- b) Pre-Application Conference Includes City staff
- c) Hosting of a Neighborhood Meeting Neighborhood meeting is held with residents and owners within a 300 foot notification radius and Neighborhood Associations within 1 mile of the project site.
- d) **Summarization of the Neighborhood Meeting** A summary of the neighborhood meeting will be provided as part of the submittal process.
- e) Submittal of a Design Package Presented to City staff
- f) Tucson/Pima County Historical Commission Review and Recommendation
- g) Meet & Review Design Package with Design Professional
- h) **Design Review Committee** Review & Recommendation
- i) Planning & Development Services Director Reviews findings and issues a decision

14) PowerPoint Slide 19

- a) Mr. Stuart then introduced Jon Mirto of Poster Frost Mirto to review the site renderings of the proposed developments.
- b) Mr. Mirto provided a brief overview of the site context with the surrounding area.

15) PowerPoint Slide 20 - 26

- a) Mr. Mirto began displaying site specific renderings of the Mid-rise building to demonstrate its context with the site and the surrounding area/buildings particularly the Historic Brown House.
- b) Mr. Mirto highlighted each side of the building and spoke to the desired design and its relationship to the area.

16) PowerPoint Slide 27- 30

a) Mr. Mirto introduced some of the desirable material and finishes that the building is expected to contain – Stucco finish, metal paneling, tube steel deck awnings, and board formed concrete with ground face CMU.

a) Mr. Mirto displayed a Birdseye view, looking from the northwest, of the rendered building, providing context to the relationship of the proposed building and its height relative to the surrounding area.

18) PowerPoint Slide 32

a) Mr. Mirto displayed a Birdseye view, looking from the northwest, of the rendered building and a representation of the recently approved 1 West Broadway project to the east to provide context to the relationship of the proposed building in relation to other new projects.

19) PowerPoint Slide 33

a) Mr. Mirto introduced the Marist College building and presented a historic photo of how the building looked prior to its vacancy and subsequent deterioration. Mr. Mirto explained the goal is to restore the structure per the Department of Interior standards, while providing necessary accessibility for its residents.

20) PowerPoint Slide 34-36

a) Mr. Mirto displayed the general site and floor plans for the building and the addition of an external stair case and elevator to provide accessibility to each of the 3 floors.

21) PowerPoint Slide 37-38

- a) Mr. Mirto provided renderings of the Marist College and explained the explained the desire to open up the north entry and wall to provide a more welcoming and inviting entry point to the development.
- b) The renderings also highlighted the relationship between the Historic structure and what will be the newly constructed stair case and elevator.

22) PowerPoint Slide 39

a) Mr. Mirto introduced some of the design techniques and materials that will be sought for the elevator and staircase. They would utilize a painted steel frame with a translucent wall system.

- a) Mr. Mirto then thanked the audience for their patience and opened the floor to any questions or comments they may have:
 - Comment Mr. Hastings mentioned the desire of FSL to be good neighbors and their excitement to be involved in this project, especially the restoration of Marist College. Mr. Hastings also noted that the project will serve households with incomes at 40, 50, and 60% of the area median income (adjusted for household size).
 - 2. **Question** What is the proposed use? What type of housing option will be offered?
 - a. Response It will be age restricted and be independent living. The idea is for individuals to age in place. There will ambulatory design and care available for every unit, but this will not be assisted living.
 - 3. **Question** Have you met with SHPO regarding the Marist, and are they ok with the increased stairway opening along the north?
 - a. Response Yes, we had an informal meeting with SHPO representatives about 3 weeks back to discuss the wall and the Marist College building. And yes, they

have stated that the proposed alterations along the north will not cause the property to be delisted.

- 4. **Comment** I like the increased opening along the north, it really provides a more grand entry to the site and building.
- 5. **Question** You mentioned that you will be rehabilitating to Department of Interior and State standards, will the interior be rehabilitated as well?
 - a. Response The interior will be given an update to meet today's standards. The floor plan has been design designed the bearing walls. But, we will more than likely need to construct an exoskeleton of sort around those walls and beams in order to provide each floor with adequate support and strength.
- 6. **Question** Will you be keeping the lower level windows? The stained glass is a very nice feature.
 - a. Response Yes, we plan on keeping the lower level windows.
- 7. **Question** How are you mitigating the impacts on the neighboring historic Brown House? Will the building be setback to ensure maintenance access is adequate?
 - a. Response Yes, we have taken into consideration the negotiation the developer of the 1 West Broadway project and have provided at a minimum at least a 4 foot separation from the Brown House.
- 8. **Question** Are there any measures being taken to prevent the vibration and foundation of the new building from damaging the Brown House?
 - a. Response At this time the structural components of the project are still in their preliminary stages, but since the project places the parking at the ground level, below grade ground disturbance is limited. As the project moves forward, and funding is secured, consideration will be paid to the structural components and its potential impacts.
- 9. **Question** There is some nice tile work along the north side of the Diocese office building; is that going to be preserved? I think it will be nice to incorporate into the new project.
 - a. Response We will take that into consideration, but at this point it has not been discussed.
- 10. **Question** You mentioned the shade reduction request, why are you unable to plant more vegetation in the areas around the Marist College?
 - a. Response There have been some concerns regarding sub surface plantings and the associated irrigation systems they will require, and the moisture component adversely affecting the adobe walls. We are still working to find a solution to meet the shade requirement. The other component is the visual impact of the building from the street, and we would not want to take some of that away, especially since it will be restored.
- 11. **Question** You mentioned the open/plaza space requirement. Are you allowed to consider the improvements made within the Right-of-way toward that amount?
 - a. Response Per our calculations tonight, we are not counting that area. We are showing improvements being made to meet the Interim Streetscape Standards

Policy but we will be working with City Staff to determine what extent we may count some of those improvements toward the calculation. Because of the immediate proximity to Viente de Agosto park, we don't feel this request will negatively impact the residents of the development or the general public.

- 12. **Question** You mentioned there will be 75 units in the mid-rise building, but only 29 spaces. Where do you plan on rest of the people parking?
 - a. Response –FSL has done quite a bit of research and have actually found only about a third of their residents actually require a space to park a vehicle. This is also a downtown area, so the idea is there are plenty of alternative transportation offerings that can provide options to residents. It is on the Streetcar line, bus line, and is convenient for cycling and walking. Downtown projects are now moving toward the separation of living and parking. Meaning parking is an extra option from living space rent. This project also is in close proximity to the private La Placita Garage, which offers another private venue for future residents if parking is desired.
- 13. Question Are you planning on applying for Federal Historic Grant funding?
 - a. Response Not at this time. Due to the timing of the submittals, we are not exploring any federal funding options.
- 14. **Question** Is there any way to soften up the stairwell and elevator to blend in with the existing Marist architecture? The glass and steel are very contrasting, especially with the remaining structure and complex as it's back drop.
 - a. Response The State Historic Preservation office will ask us to have any new structures to be modern, to highlight Historic structure through the contrast. It is difficult to match the historic style with new elements and designs. We made an effort to try and meet in the middle, but judging from the reaction, we will see if there are other options we can implement to soften that external structure. I will say, that the State Historic office will ask us to make it more modern when we meet with them again.
- 15. **Comment** I think we are all in agreement that this is a great project, and a long time coming, the Marist is very special and it will be great to have it restored.
- 16. **Question** What about the condition of the Marist? Are any measures being taken to ensure that it does not get any worse between now and when you are able to actually break ground?
 - a. Response At this time the Diocese is still in control of the site, and will be until the funding is approved and the construction documents are completed – which could be 12-14 months out. It is our understanding that the Diocese will continue to provide maintenance as it has in the past, but there will be no further major maintenance projects performed on the site to our knowledge.
- 17. **Question** What if you are unable to receive funding, will the project die and FSL will go away?
 - a. Response No. First, we think we have a very good shot to meet much of the criteria, and believe we will score high because of the location of these projects.

We will be securing the Diocese office building and taking control in January of 2016, so if we are unable to secure the financing this year, we will try again the following year.

24) **Closing –** Mr. Poster, Mr. Mirto, and Mr. Stuart thanked everyone for coming, encouraged those to sign the sign-in sheet if they had not already done so, and closed the neighborhood meeting.







THE MARIST ON CATHEDRAL SQUARE - MARIST COLLEGE

2 DOWNTOWN STREETSCAPE INTERIM POLICY



25 November 2015

City of Tucson Development Services 201 N Stone Avenue Tucson, Arizona 85701

The following letter addresses the Downtown Streetscape Interim Policy for THE MARIST ON CATHEDRAL SQUARE – MARIST COLLEGE IID Design Package Application:

The Marist on Cathedral Square – Marist College project is located at the southwest corner of Church Avenue and Ochoa Street, within the Downtown Core Subdistrict (DCS) and Rio Nuevo Area (RNA) of the Downtown Area Infill Incentive District overlay zone. As a part of the DCS, it is the goal of this development to restore the unique character of the Historic structure and wall, while also finding a balance and uniformity within the neighboring area. To accomplish this, we offer the following statements as they relate to the City of Tucson's Downtown Streetscape Interim Policy:

2. Trees;

Response: Trees will be, at time of installation, of 24" box minimum size. It is the goal of this development to provide a unique streetscape experience and, as such, will be providing the following plant species within the right-of-way, in addition to the existing species already located adjacent to the site: Netleaf hackberry (Celtis reticulate), and Brakelights yucca (Hesperaloe parviflora). Encumbrances to pedestrian, vehicular, and Environmental Services movement will be monitored by building management, and a management plan will be put in place to ensure clear movement by all affected parties.

3. Pavers;

Response: Brick pavers currently exist along both the Church Avenue and Ochoa Street streetscapes, and occupy at least 30% of the paved area.

4. Paving;

Response: Grey concrete paving will be provided both on and off-site, and will serve as the predominate (less than 70% of the paved area) hardscape material for pedestrian zones and sidewalk areas. To maintain consistency with the surrounding areas, a mixture of smooth grey, medium broom, and other colored finishes per the architectural program will be utilized.

5. Street furniture;

Response: Due to the site's constraints and existing Historic Wall, street furniture is not available within the public right-of-way. Short term bicycle racks are located on-site and adjacent to the building access points.

6. Planters and pots;

Response: Due to the site's constraints and existing Historic Wall, planters and pots are not available within the public right-of-way. In-ground plantings along Church Avenue are proposed. A series of raised planters are proposed on-site.

7. Pedestrian lighting;

Response: Existing pedestrian and street lighting will remain within the public rights-ofway. Building lighting will balance the need for way-finding, ambiance, and safety, and will rely on lighting that not only compliments the building architecture, without distracting from the elements of the façade, but be in full compliance with the City of Tucson Outdoor Lighting Code.

These responses are intended to supplement the Infill Incentive District and Rio Nuevo District Package submittal to the City of Tucson. Other items have been submitted, as required, and the package should be considered as a whole. If there are any questions, please feel free to contact the undersigned.

Sincerely, Cypress Civil Development

Matt Stuart Project Manager (520) 561-4983 <u>mstuart@cypresscivil.com</u>







ON CATHEDRAL SQUARE - MARIST COLLEGE THE MARIST

3 **DEVELOPMENT PLAN PACKAGE SUBMITTAL**

GENERAL NOTES

- 1. OWNER/DEVELOPER: FOUNDATION FOR SENIOR LIVING 1201 EAST THOMAS ROAD PHOENIX, ARIZONA 85014 ATTN: MR. STEVE HASTINGS PH: (602) 285-1800 ext. 139 EMAIL: shastings@fsl.org
- 2. EXISTING ZONING IS C-3, NO ZONING CHANGE REQUESTED FOR THIS PROJECT.
- 3. THE PROPOSED USE OF THE DEVELOPMENT IS MULTI-FAMILY DWELLING.
- 4. THERE WILL BE 8 PROPOSED RESIDENTIAL UNITS.
- 5. USE AREA BREAKDOWN: MULTI-FAMILY DWELLING
 - = 10.800 SF
- 6. THE GROSS SITE AREA IS 26,222 SQUARE FEET, OR 0.60 ACRES
- 7. TOTAL BUILDING GFA IS 10,800 SF. TOTAL PAVED AREA IS 16,000 SF ±
- 8. TOTAL DISTURBED AREA FOR THIS DEVELOPMENT IS APPROXIMATELY 15,800 SF.
- 9. THIS PROJECT IS SUBJECT TO THE INFILL INCENTIVE DISTRICT (IID) OVERLAY ZONE. THE PROJECT MEETS THE REQUIREMENTS OF THE IID AS APPROVED BY THE CITY OF TUCSON AS IID CASE # (IID-___) ON ____, 201_. SEE SHEET 2 FOR APPLICABLE IID NOTES.
- 10. THE DEVELOPER, ANY SUCCESSORS AND ASSIGNS, WILL HOLD THE CITY OF TUCSON, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THIS SITE PLAN AS SHOWN HEREON, NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.
- 11. DRAINAGE WILL REMAIN IN ITS NATURAL STATE AND WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED OTHER THAN AS SHOWN ON THIS SITE PLAN.
- 12. NO STRUCTURE OR VEGETATION SHALL BE LOCATED OR MAINTAINED SO AS TO INTERFERE WITH THE SIGHT VISIBILITY TRIANGLES IN ACCORDANCE WITH SEC. 10-01.5.0, SIGHT VISIBILITY, OF THE **TECHNICAL STANDARDS MANUAL.**
- 13. ANY RELOCATION, MODIFICATION, ETC., OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
- 14. ON-SITE SANITARY SEWERS WILL BE PRIVATE AND WILL BE CONSTRUCTED. OPERATED AND MAINTAINED ON A PRIVATE BASIS. AND IN ACCORDANCE WITH AN APPROVED OPERATION AND MAINTENANCE PLAN, IF REQUIRED. THE LOCATION AND METHOD OI CONNECTION TO AN EXISTING PUBLIC SANITARY SEWER IS SUBJECT TO REVIEW AND APPROVAL BY THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT AT THE TIME OF SUBMITTAL OF PLUMBING/BUILDING PLANS, EXCEPT WHERE PUBLIC SEWERS WITHIN PUBLIC SEWER EASEMENTS OR RIGHTS-OF-WAY.
- **15. ANY WASTEWATER DISCHARGED INTO THE PUBLIC SANITARY** SEWERAGE SYSTEM SHALL MEET THE REQUIREMENTS OF THE INDUSTRIAL WASTE ORDINANCE (PIMA COUNTY ORDINANCE NO. 1991-140, OR AS AMENDED).
- 16. MAINTENANCE AND OPERATION OF ANY PROPOSED PRIVATE SANITARY SEWER TO ITS POINT OF CONNECTION TO THE EXISTING PUBLIC SANITARY SEWER IS THE RESPONSIBILITY OF EACH AND EVERY PROPERTY OWNER WITHIN THIS DEVELOPMENT.
- 17. A PROJECT CONSTRUCTION PERMIT MUST BE SECURED FROM PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT BEFORE BEGINNING ANY WORK ON THIS PROJECT.
- 18. ACCESSIBLE STANDARDS MUST BE MET PER 2012 IBC, CHAPTER 11, AND 2009 ICC A117.1. - PROVIDE A PERMANENTLY POSTED METAL SIGN CONFORMING TO TUCSON CODE SECTION 20-222, THE INTERNATIONAL HANDICAP SYMBOL PAINTED IN THE SPACE, AND AN ACCESSIBLE AISLE AT 2% MAXIMUM SLOPE LEADING TO ADJACENT SIDEWALK AT EACH ACCESSIBLE PARKING SPACE. SAID METAL SIGN SHALL INCLUDE THE "INTERNATIONAL SYMBOL OF ACCESS" AND BOTTOM OF SIGN SHALL BE LOCATED 7' ABOVE THE PARKING SURFACE. VAN ACCESSIBLE PARKING SPACES SHALL HAVE AN ADDITIONAL SIGN MOUNTED BELOW THE "INTERNATIONAL SYMBOL OF ACCESS" IDENTIFYING THE SPACE AS "VAN ACCESSIBLE". - THE MINIMUM WIDTH OF THE HANDICAP ACCESSIBLE ROUTE SHALL BE 36", THE MAXIMUM SLOPE SHALL BE 8.33% AT RAMPS (6" MAXIMUM RISE) AND 5% ELSEWHERE WITHOUT HANDRAILING AND WITH HANDRAILING WHERE GREATER THAN 5%. THE MAXIMUM CROSS SLOPE SHALL BE 2%. NO LEVEL CHANGES OR STEPS SHALL BE PERMITTED ALONG THIS ROUTE.
- 19. U.D.C. DIMENSIONAL STANDARDS: (NON-RESIDENTIAL USES C-3 ZONE, MULTI-FAMILY IS CONSIDERED NON-RESIDENTIAL)

MAXIMUM BUILDING HEIGHT = 75' ACTUAL BUILDING HEIGHT = 52'

BUILDING SETBACKS:

Call 811 or click Arizona811.com

		REQUIRED	PROVIDED
NORTH (STREET)	-	0'*	32.3' MIN.
EAST	-	0'*	5.2' MIN.
SOUTH	-	0'*	151.9' MIN.
WEST (STREET)	-	0'*	22.9' MIN.
Contact Arizona 811 at least two full working days before you begin excavation	****		
ARIZONA811			BUILDING SETBACKS OTE _, SHEET 2.

GENERAL NOTES (cont.)

20. PARKING REQUIREMENTS FOR MULTI-FAMILY DWELLINGS (0-70 UNITS/ACRE):

- MOTOR VEHICLE: 1.5 SPACES PER ONE-BEDROOM UNIT TOTAL REQUIRED = 1.5x8 = 12 SPACES $= \overline{0^* \text{ SPACES}}$ TOTAL PROVIDED *PARKING REQUIREMENTS EXEMPT PER IID CASE # GENERAL NOTE _, SHEET 2).
- ACCESSIBLE SPACES REQUIRED = 1 SPACE = **1** SPACE ACCESSIBLE SPACES PROVIDED
- BICYCLE PARKING
- SHORT TERM: 0.1 SPACES PER BEDROOM (2 MIN.) TOTAL REQUIRED = 0.1x8 = 2 SPACES $= \overline{2 \text{ SPACES}}$ TOTAL PROVIDED
- LONG TERM: 0.5 SPACES PER BEDROOM (2 MIN.) = 4 SPACES
- TOTAL REQUIRED = 0.5x8TOTAL PROVIDED
- *NOTE: LONG-TERM SPACES ARE PROVIDED WITHIN EACH RESIDENTIAL UNIT. SEE DETAIL(J), SHEET 5.
- = 0 SPACES LOADING ZONES REQUIRED = 0 SPACES LOADING ZONES PROVIDED
- 21. NO FREESTANDING MONUMENT SIGNS OR PARKING AREA LIGHTING ARE PROPOSED WITHIN THIS DEVELOPMENT.
- 22. MAIL SERVICE TO BE LOCATED INSIDE THE BUILDING.
- 23. WASTE STREAM CALCULATION:

PER TSM 8-01.8.0 THIS SITE PRODUCES APPROXIMATELY 62 TONS OF SOLID WASTE PER YEAR (EQUATING TO 789 GALLONS PER WEEK). A MINIMUM OF 4 CUBIC-YARDS (TOTAL) OF TRASH WILL BE REQUIRED TO BE REMOVED FROM THE SITE EACH WEEK.

THIS WILL BE ACCOMPLISHED BY PROVIDING ONE 2-CUBIC-YARD TRASH BIN AND ONE 2-CUBIC YARD RECYCLE BIN. TO BE PICKED UP ONCE PER WEEK.

- MINIMUM VERTICAL CLEARANCE FOR GARBAGE TRUCKS IS 25.0' PER TSM 8-01.5.3.B.
- 24. DEPRESS ALL LANDSCAPE AREAS A MAXIMUM OF 6", EXCEPT IN AREAS WITHIN 10' OF BUILDINGS, FOR STORMWATER HARVESTING. ALL LANDSCAPE AREAS SHOULD BE COMPACTED TO A MINIMUM OF 90%.
- 25. THE PROJECT IS DESIGNED TO MEET THE OVERLAY ZONE CRITERIA FOR UDC SEC. 5.4, MAJOR STREETS AND ROUTES (MS&R) SETBACK ZONE; SEC. 5.11, RIO NEUVO DISTRICT; SEC. 5.12, DOWNTOWN AREA INFILL INCENTIVE DISTRICT (IID); AND SEC. 5.12.5, DOWNTOWN CORE SUBDISTRICT (DCS).
- 26. PLAZAS AND OPEN SPACE REQUIRED: 5% OF GROSS FLOOR AREA = 0.05x10,800 = 540 SF PROVIDED = 10.900 SF
- 27. ANY WORK WITHIN CITY OF TUCSON RIGHT-OF-WAY WILL REQUIRE A **RIGHT-OF-WAY PERMIT, OR A PRIVATE IMPROVEMENT** AGREEMENT. CONTACT CITY OF TUCSON PERMITS AND CODES (791-4259) FOR ADDITIONAL INFORMATION.

SURVEY NOTES

- 1. THE BASIS OF BEARINGS FOR THIS PROJECT IS A STRAIGHT LINE BETWEEN TWO FOUND SURVEY MONUMENTS ON SCOTT AVENUE AS SHOWN ON THE SURVEY MAP RECORDED IN BOOK 76 AT PAGE 70 OF SURVEYS, RECORDS OF PIMA COUNTY, ARIZONA. THE BEARING OF SAID LINE IS **S 02°45'57" E**.
- 2. THE BASIS OF ELEVATIONS FOR THIS PROJECT IS PIMA COUNTY/CITY OF TUCSON GEODETIC CONTROL POINT "DL23", DESCRIBED AS A 60D NAIL WITH AN ALUMINUM CAP STAMPED "CITY OF TUCSON RLS #20373", LOCATED IN THE CENTER OF 17TH STREET APPROX. 103' EAST OF THE EAST CURB LINE OF STONE AVE., APPROX. 2,150' SOUTH AND 475' EAST OF THIS PROJECT. THE ELEVATION OF SAID BENCHMARK IS 2,401.79', NAVD 88 DATUM.

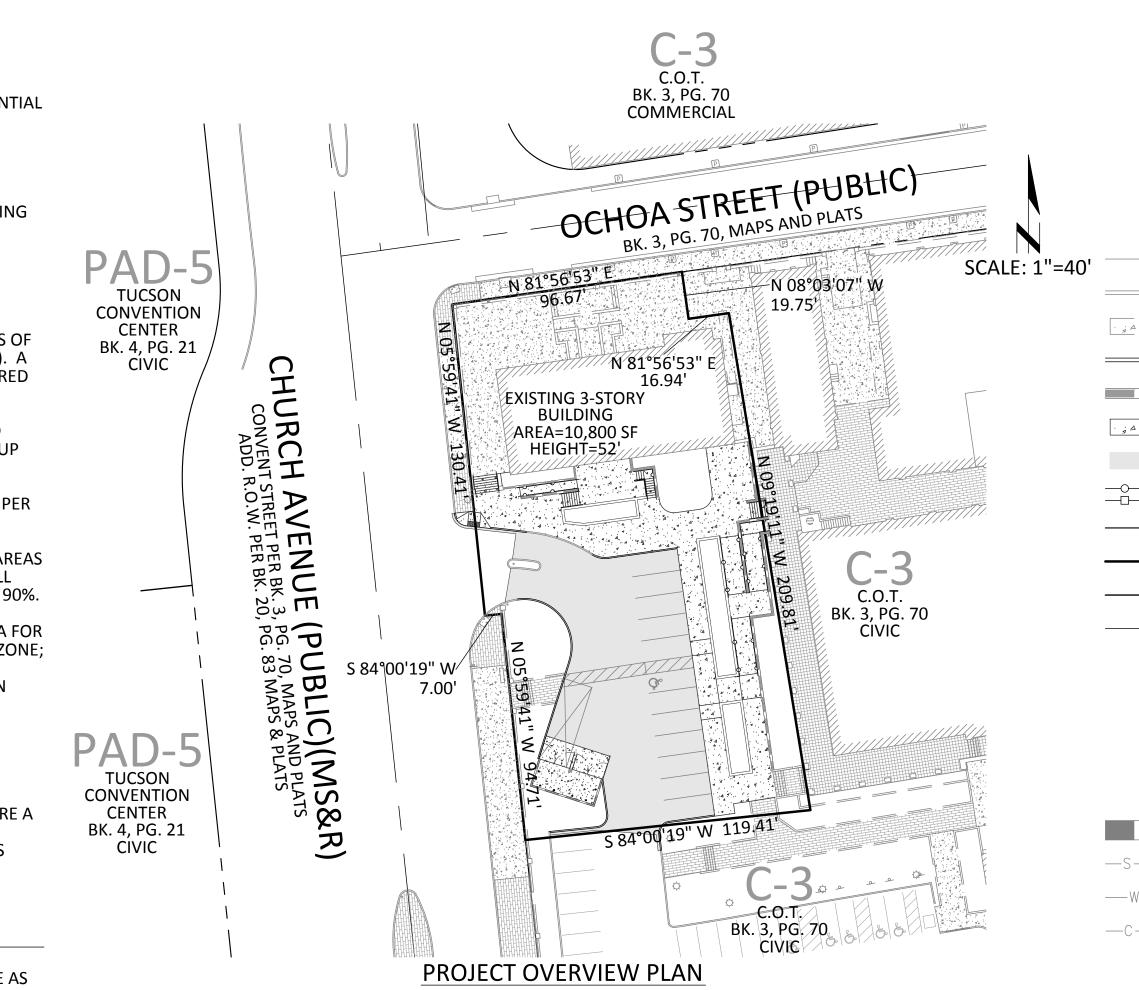
3. THE SURVEY FOR THIS PROJECT WAS PERFORMED BY: POLARIS LAND SURVEYING, LLC 3528 NORTH FLOWING WELLS ROAD TUCSON, ARIZONA 85705 ATTN: MR. TODD A. HOUT, AZ RLS #35543 PH: (520) 322-6400

- 4. THE CONTRACTOR SHALL RETAIN THE SERVICES OF A REGISTERED LAND SURVEYOR TO PROVIDE THE CONSTRUCTION LAYOUT. THE SURVEYOR SHALL VERIFY THE KNOWN BENCHMARK AND COMPARE THE SITE CONDITIONS WITH THE PLANS AND SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES OBSERVED SHOULD ANY BENCHMARK, GRADE OR DESIGN INDICATED ON THE PLANS BE SUSPECT. THE OWNER SHALL BE NOTIFIED OF SAID BENCHMARK, GRADE OR DESIGN PROBLEM AT LEAST TWENTY-FOUR (24) HOURS BEFORE CONSTRUCTION IS SCHEDULED TO BEGIN IN THE AFFECTED AREA.
- 5. UPON COMPLETION OF THE WORK, THE CONTRACTOR AND HIS SURVEYOR SHALL CERTIFY IN WRITING TO THE OWNER THAT THE PROJECT CIVIL ENGINEERING IMPROVEMENTS WERE STAKED AND BUILT IN SUBSTANTIAL CONFORMANCE TO THE LINES AND GRADES SHOWN. UNLESS NOTED OTHERWISE, SUBSTANTIAL CONFORMANCE SHALL MEAN THAT BUILDING SITES HAVE BEEN CONSTRUCTED TO WITHIN 0.10± FEET OF FINISH BUILDING PAD ELEVATIONS AS DESIGNED BY THE ENGINEER. PARKING AREAS SHALL BE CONSTRUCTED TO WITHIN 0.10± FEET OF FINISH GRADE AS DESIGNED BY THE ENGINEER. SITE FEATURES SHALL BE WITHIN 0.25 FEET OF SPECIFIED POSITION

(SEE IID

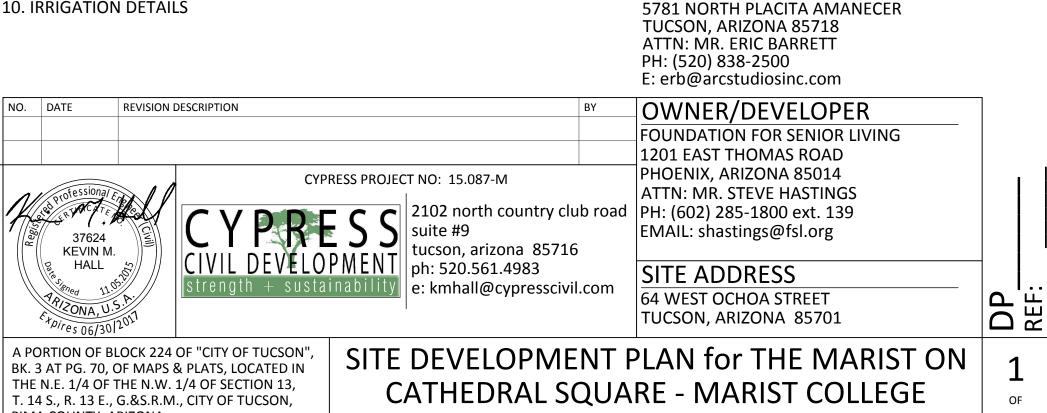
 $= \overline{8 \text{ SPACES}}$

SITE DEVELOPMENT PLAN for THE MARIST ON CATHEDRAL SQUARE - MARIST COLLEGE



SHEET INC 1. COVER SHE 2. NOTES

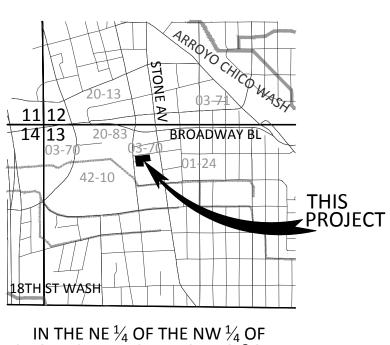
- 3. SITE PLAN 4. UTILITIES & 5. DETAILS 6. NATIVE PLA 7. LANDSCAPE
- 8. IRRIGATION PLAN 9. LANDSCAPE DETAILS
- CITY OF DEVELOPMENT PACKAGE PDSD APPROVAL UCSON Site/Dev Plan SCZ FRZ **Tentative Plat** HDZ Grading SWPPP WASH FUP Other **DVPKG MGR** Date _ Zoning Date _ Engineering Date _ H/C Site Date Fire _ Date _ Landscape Date _ PL/ME _ Date Revision # per letter in SIRE



ARC STUDIOS INC.

cover sheet

PIMA COUNTY, ARIZONA



SECTION 13, T. 14 S., R. 13 E., G.&S.R.M. CITY OF TUCSON, PIMA COUNTY, ARIZONA

LOCATION MAP

3" = 1 MILE

10

	LEGE	ND	
	PAINT STRIPE	OHEOHE	EXISTING OVERHEAD ELECTRIC
	EXISTING CURB	— G — G — G —	EXISTING GAS LINE
<u>A</u>	EXISTING CONCRETE	U	EXISTING UNKNOWN UTILITY
	NEW CURB		EXISTING SEWER MANHOLE
	NEW WALL	CO	EXISTING SEWER CLEANOUT
A	NEW CONCRETE	W	EXISTING WATER METER
	NEW ASPHALT	\bigotimes	EXISTING WATER VALVE
)	NEW FENCE/RAILING	-Ô-	EXISTING FIRE HYDRANT
	RIGHT-OF-WAY	E	EXISTING ELECTRIC MANHOLE
	PROJECT BOUNDARY LINE	(c)	EXISTING COMMUNICATION MANHOLE
	OTHER PARCEL LINE	C	EXISTING COMMUNICATION PEDESTAL
	ROADWAY CENTERLINE	\bigcirc	EXISTING POWER POLE
\nearrow	EXISTING SIGN	L	EXISTING LIGHT PULLBOX
ţ. ŢĊ	EXISTING STREET/TRAFFIC LIGHT	G	EXISTING GAS METER
Ρ	EXISTING PARKING METER	91	NEW SIGN
	EXISTING FLOOR DRAIN	\bigcirc	SURVEY MONUMENTATION AS NOTED
SD	EXISTING STORMDRAIN MANHOLE	21	PARKING SPACE COUNT
	EXISTING STORMDRAIN	R-2	ZONING DIVISION
SSS	EXISTING SEWER	SVT	SIGHT VISIBILITY TRIANGLE
WWW	EXISTING WATER	R	RADIUS
С — С — С —	EXISTING COMMUNICATION LINE	FFE	FINISHED FLOOR ELEVATION
DEX		ARCHI	
EET			ROST MIRTO TH COURT AVENUE
& EASEMENTS PLAN			ARIZONA 85701
ANT PRESERVATION		PH: (520)	882-6310 @posterfrostmirto.com
YE PLAN N PLAN			

10. IRRIGATION DETAILS

PAVING & GRADING NOTES

- 1. ALL CONSTRUCTION AND TEST METHODS SHALL CONFORM TO THE PIMA COUNTY/CITY OF TUCSON (PC/COT) STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2003 EDITION, AND THE PIMA COUNTY/CITY OF TUCSON STANDARD DETAILS FOR PUBLIC IMPROVEMENTS, 2003 EDITION, EXCEPT AS MODIFIED HEREIN. (MEASUREMENT AND PAYMENT TERMS DO NOT APPLY).
- 2. UPON COMMENCEMENT OF WORK. TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S.-28-650.
- 3. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
- 4. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENT AGENCIES.
- 5. A COPY OF THE APPROVED PLANS SHALL BE KEPT IN AN ACCESSIBLE LOCATION ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF EXISTING IMPROVEMENTS AND VEGETATION IN THE WORK AREA. PAVEMENT, CURBS, AND ANY OTHER OBSTRUCTION DAMAGED DURING CONSTRUCTION SHALL BE **REPLACED BY THE CONTRACTOR.**
- 7. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN. THE OWNER SHALL BE NOTIFIED IMMEDIATELY.
- 8. CONTRACTOR TO EXHIBIT EXTREME CAUTION WHEN EXCAVATING TO AVOID DAMAGING EXISTING UTILITY LINES IN AND AROUND THE AREA OF WORK. UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE AND NOT COMPLETE BUT ARE BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME THIS PLAN WAS DESIGNED.
- 9. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND CYPRESS CIVIL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR CYPRESS CIVIL.
- 10. IF THERE ARE ANY QUESTIONS REGARDING THESE PLANS OR FIELD STAKES, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING CYPRESS CIVIL AT 520-561-4983.
- 11. AGGREGATE BASE COURSE SHALL CONFORM TO PC/COT STANDARD **SPECIFICATION SECTION 303.**
- 12. ASPHALTIC CONCRETE SHALL CONFORM TO PC/COT STANDARD SPECIFICATION SECTION 406. MIX #2.
- 13. ALL CONCRETE SHALL CONFORM TO PC/COT STANDARD SPECIFICATION SECTION 1006, CLASS B, 2500 PSI COMPRESSIVE STRENGTH AT 28 DAYS, AND CLASS S, 3000 PSI AT 28 DAYS.
- 14. PARKING AREA PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (MUTCD). THE PAINT SHALL BE WHITE UNLESS OTHERWISE INDICATED OR AS REQUIRED BY THE MUTCD.
- 15. CONTRACTOR SHALL ADJUST BOTH EXISTING AND NEW WATER VALVES, BOX COVERS, WATER METER BOXES, SANITARY SEWER MANHOLE AND CLEAN-OUT RING AND COVERS, TELEPHONE AND ELECTRIC MANHOLE RING AND COVERS TO THE NEW FINISHED GRADE.
- 16. CUT AND FILL SLOPES SHALL BE TRIMMED TO THE FINISH GRADE TO PRODUCE A SMOOTH SURFACE AND UNIFORM CROSS-SECTION. THE SLOPE OF THE EXCAVATIONS OR EMBANKMENTS SHALL BE SHAPED AND TRIMMED AS SHOWN ON THE PLANS AND LEFT IN A NEAT AND ORDERLY CONDITION. ALL STONES, ROOTS, OR OTHER WASTE MATTER EXPOSED ON EXCAVATION OR EMBANKMENT SLOPES SHALL BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE BY THE CONTRACTOR.
- 17. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM THE CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE GRADING CONSTRUCTION PRICE.
- 18. THE CONTRACTOR IS NOT PERMITTED TO MAKE AN AUTONOMOUS DECISION TO CARRY OUT CONSTRUCTION FIELD CHANGES WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER OF RECORD AND THE CITY OF TUCSON DEVELOPMENT SERVICES DEPARTMENT.
- 19. CURB RADII ARE MEASURED TO FRONT FACE OF CURB.
- 20. ALL DIMENSIONS FOR PARKING AREA ACCESS LANES AND PARKING SPACES AS SHOWN ON THE PLAN ARE MEASURED AT THE GUTTER LINE.
- 21. ALL WORK SHALL CONFORM TO THE CITY OF TUCSON TECHNICAL STANDARDS MANUAL SEC.2-01.
- 22. CONTACT PERMITS AND CODES AT 791-4259 FOR ANY QUESTIONS **REGARDING ANY RIGHT-OF-WAY PERMIT REQUIREMENTS.**



EARTHWORK & MATERIALS TESTING + CERTIFICATION

- 1. A GEOTECHNICAL ENGINEERING INVESTIGATION, INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAS BEEN PREPARED BY [company]. ALL EARTHWORK OPERATIONS SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORT, DATED ____, [company] PROJECT NO. ____.
- 2. THE CONTRACTOR SHALL RETAIN THE SERVICES OF. AND FACILITATE THE WORK OF, AN INDEPENDENT ENGINEERING TESTING LABORATORY ACCEPTABLE TO PROVIDE THE CONSTRUCTION TESTING OF THE PROJECT EARTHWORK, ASPHALT PAVEMENT AND CIVIL CONCRETE. THE GEOTECHNICAL ENGINEER SHALL VERIFY THAT INITIAL SITE CONDITIONS CONFORM WITH THE PLANS AND SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES OBSERVED SHOULD ANY SOIL CONDITION ON THE SITE BE SUSPECT OF DETRIMENTAL CHARACTERISTICS. THE CONTRACTOR SHALL BE NOTIFIED OF CONCERNS AT LEAST TWENTY-FOUR (24) HOURS BEFORE CONSTRUCTION IS SCHEDULED TO BEGIN ON THE AFFECTED AREA.
- 3. DURING THE COURSE OF CONSTRUCTION, TEST RESULTS SHALL BE SUBMITTED TO THE CONTRACTOR WHICH INDICATE IF WORK IS BEING DONE IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS.

UTILITY NOTE

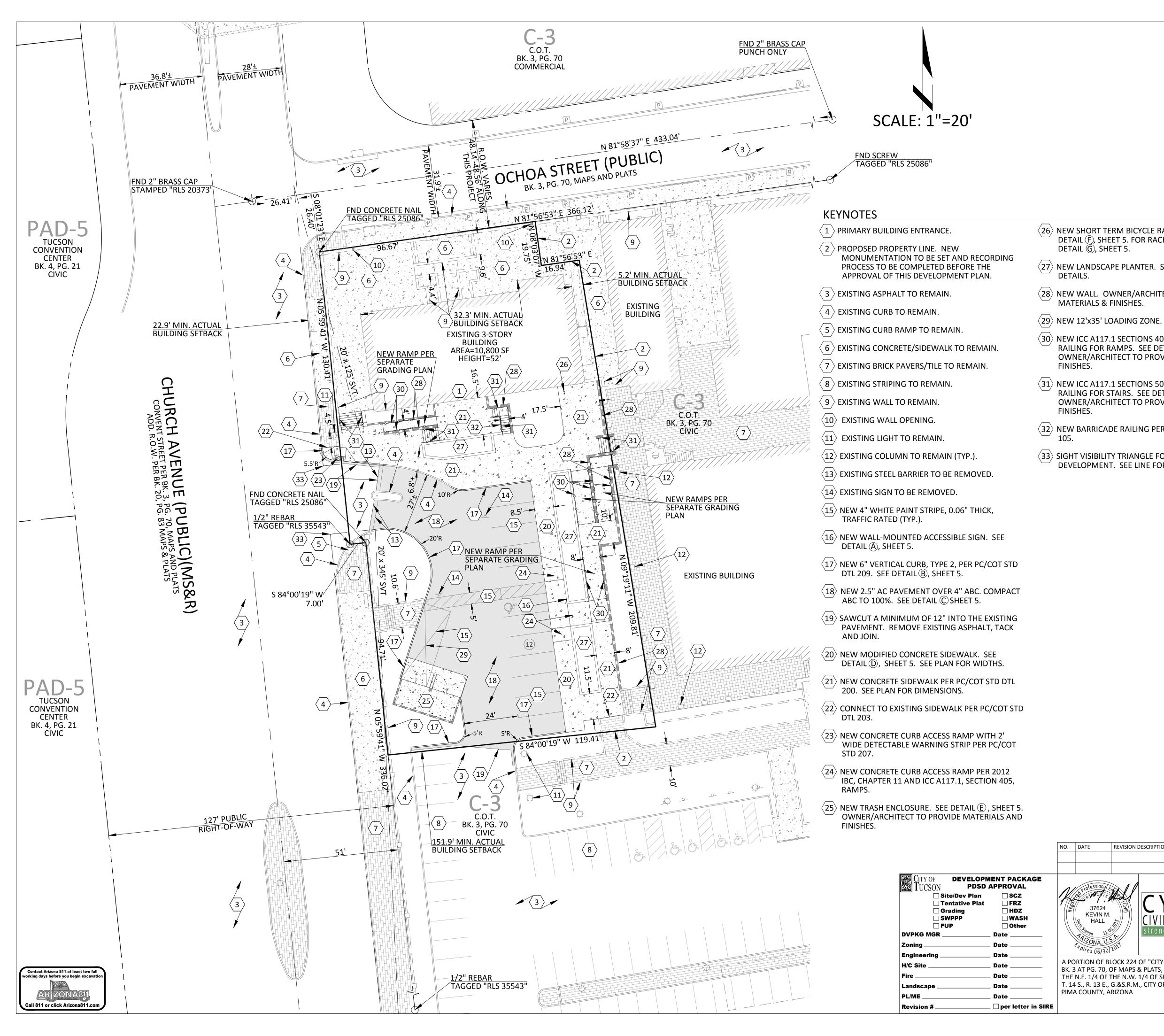
UTILITY LOCATIONS, AS SHOWN ON THE PLANS, WERE COMPILED AND ARE PRESENTED BASED UPON PRELIMINARY INFORMATION AVAILABLE TO CYPRESS CIVIL DEVELOPMENT. UTILITY LOCATIONS AS SHOWN ARE NOT INTENDED TO BE EXACT OR COMPLETE AND CYPRESS CIVIL DEVELOPMENT DOES NOT ACCEPT LIABILITY OR RESPONSIBILITY FOR ANY INACCURACIES IN THE UTILITY LOCATIONS OR ANY UTILITY RELOCATIONS THAT MAY BE NECESSARY. PRIOR TO EXCAVATION, ARIZONA STATUTES REQUIRE THAT ANYONE WHO INTENDS TO EXCAVATE MUST PROVIDE TWO FULL WORKING DAYS NOTICE TO THE OWNERS OF ALL UTILITIES WITHIN THE PROJECT AREA. EXCAVATORS SHOULD CONTACT "ARIZONA BLUE STAKE" @ 1-800-782-5348 TWO (2) FULL WORKING DAYS PRIOR TO EXCAVATION. SATURDAYS, SUNDAYS, AND STATE HOLIDAYS ARE NOT CONSIDERED WORKING DAYS. ALSO BE ADVISED THAT THERE MAY BE OTHER UTILITIES IN THE PROJECT AREA THAT ARE NOT MEMBERS OF "ARIZONA BLUE STAKE". THE CONTRACTOR IS RESPONSIBLE TO POTHOLE ALL UTILITIES (SHOWN OR NOT SHOWN ON THE PLANS) MARKED BY BLUE STAKE PRIOR TO COMMENCING CONSTRUCTION OPERATIONS.

PRIVATE UTILITY NOTES

- 1. ALL ON-SITE BUILDING SEWER CONNECTION LINES ARE PRIVATE. THE MATERIALS AND INSTALLATION SHALL BE PER THE REQUIREMENTS OF THE INTERNATIONAL PLUMBING CODE, LATEST EDITION.
- 2. ALL ON-SITE DOMESTIC WATER SUPPLY LINES ARE PRIVATE. THE MATERIALS AND INSTALLATION SHALL BE PER THE REQUIREMENTS OF THE INTERNATIONAL PLUMBING CODE, LATEST EDITION.
- 3. ALL ON-SITE FIRE SERVICE MAINS ARE PRIVATE. THE MATERIALS AND INSTALLATION SHALL BE PER THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE, LATEST EDITION AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) PUBLICATION 24, LATEST EDITION.

CITY OF DEVELOPM	IENT PACKAGE APPROVAL
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DVPKG MGR	_ Date
Zoning Engineering	
H/C Site	
Fire Landscape	
PL/ME	
Revision #	_ 🗌 per letter in S





 $\langle 26 \rangle$ NEW SHORT TERM BICYCLE RACK. SEE RACK DETAIL (F), SHEET 5. FOR RACK SPACING SEE

 $\langle 27 \rangle$ New Landscape planter. See sheet 7 for

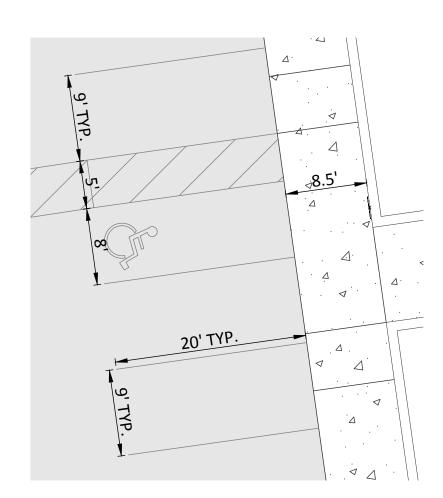
28 NEW WALL. OWNER/ARCHITECT TO PROVIDE MATERIALS & FINISHES.

 $\langle 30 \rangle$ NEW ICC A117.1 SECTIONS 405 & 406 COMPLIANT RAILING FOR RAMPS. SEE DETAIL (H), SHEET 5. OWNER/ARCHITECT TO PROVIDE MATERIAL AND

 $\langle 31 \rangle$ NEW ICC A117.1 SECTIONS 504 & 505 COMPLIANT RAILING FOR STAIRS. SEE DETAIL (), SHEET 5. OWNER/ARCHITECT TO PROVIDE MATERIAL AND

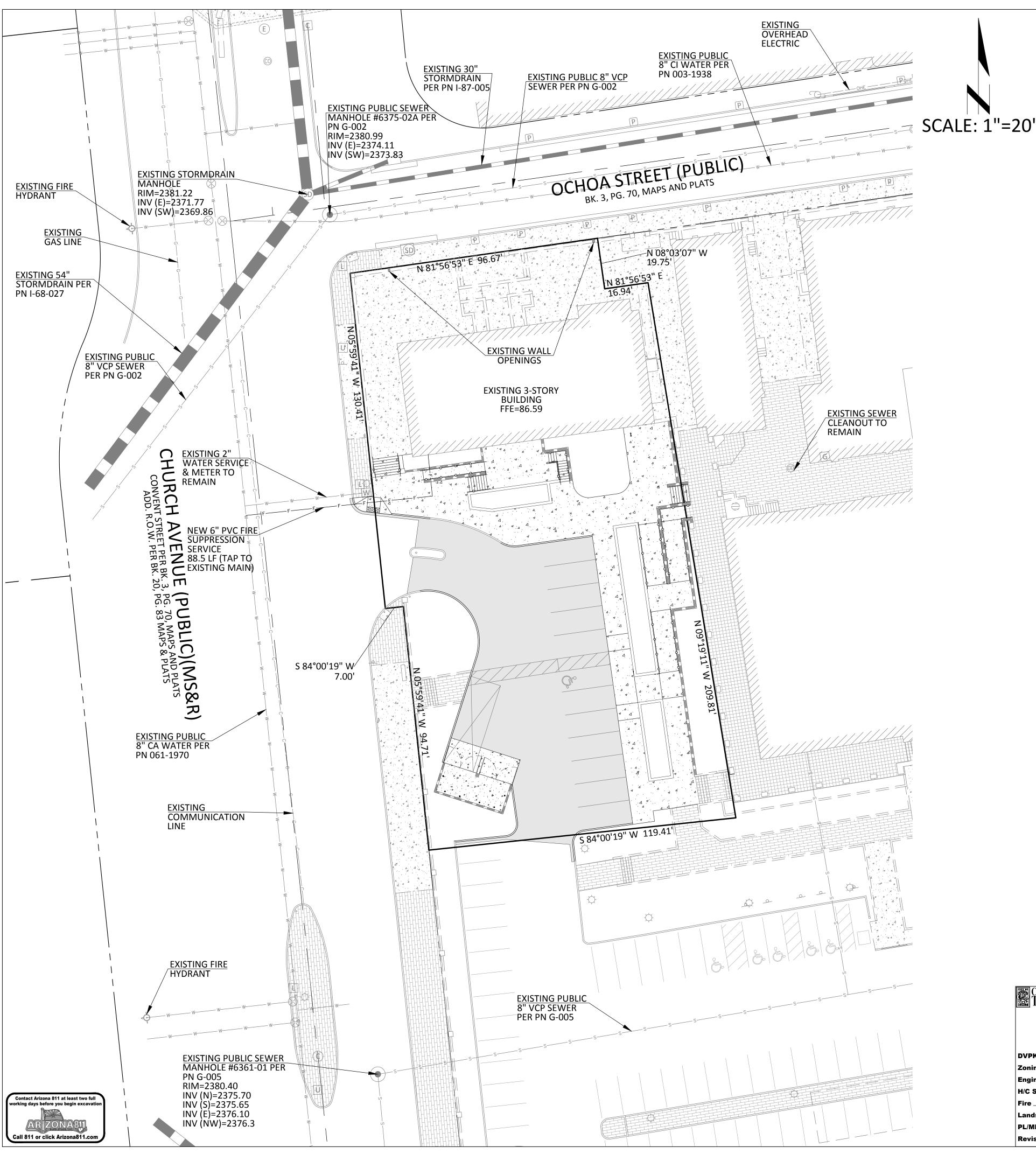
 $\langle 32 \rangle$ NEW BARRICADE RAILING PER PC/COT STD DTL

 $\langle 33
angle$ Sight visibility triangle for proposed DEVELOPMENT. SEE LINE FOR DIMENSIONS.



TYPICAL PARKING DETAIL SCALE: 1"=10'

REVISION	DESCRIPTION		BY	OWNER/DEVELOPER]
01a1 E 10 7 E 10 524 N M. LL 55 11.05 A, U.S.A. A, U.S.A. 5/30[201]	CYPRE	RESS PROJECT NO: 15.087-M 2102 north cou suite #9 tucson, arizona ph: 520.561.498 e: kmhall@cypr	85716 83	FOUNDATION FOR SENIOR LIVING 1201 EAST THOMAS ROAD PHOENIX, ARIZONA 85014 ATTN: MR. STEVE HASTINGS PH: (602) 285-1800 ext. 139 EMAIL: shastings@fsl.org SITE ADDRESS 64 WEST OCHOA STREET TUCSON, ARIZONA 85701	DP REF:
70, OF MAPS OF THE N.W.	OF "CITY OF TUCSON", & PLATS, LOCATED IN 1/4 OF SECTION 13, 1., CITY OF TUCSON,		AL SQUA	PLAN for THE MARIST ON RE - MARIST COLLEGE e plan	3 ₀ 10



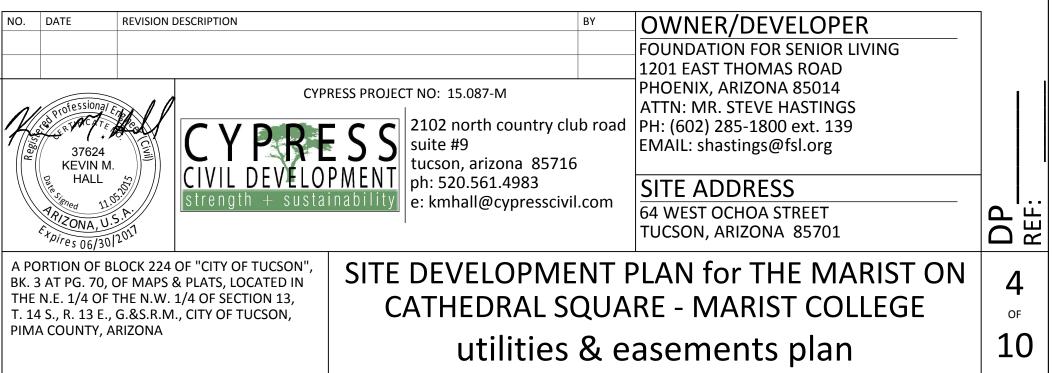
PRIVATE FIRE SUPPRESSION NOTES

- 1. INSTALLATION OF FIRE SERVICE UNDERGROUND SHALL CONFORM TO NFPA 13.
- 2. MINIMUM DEPTH OF BURY TO BE 30".
- 3. SYSTEM TO BE TESTED AT 200 PSI (OR 50 PSI ABOVE STREET PRESSURE) FOR 2 HOURS.
- 4. SYSTEM TO BE FLUSHED. FLUSH TO BE WITNESSED BY TFD INSPECTOR.
- 5. RESTRAINT METHOD FOR NEW FIRE SERVICE INSTALLATION TO BE CONCRETE THRUST BLOCKS.

PRIVATE UTILITY NOTES

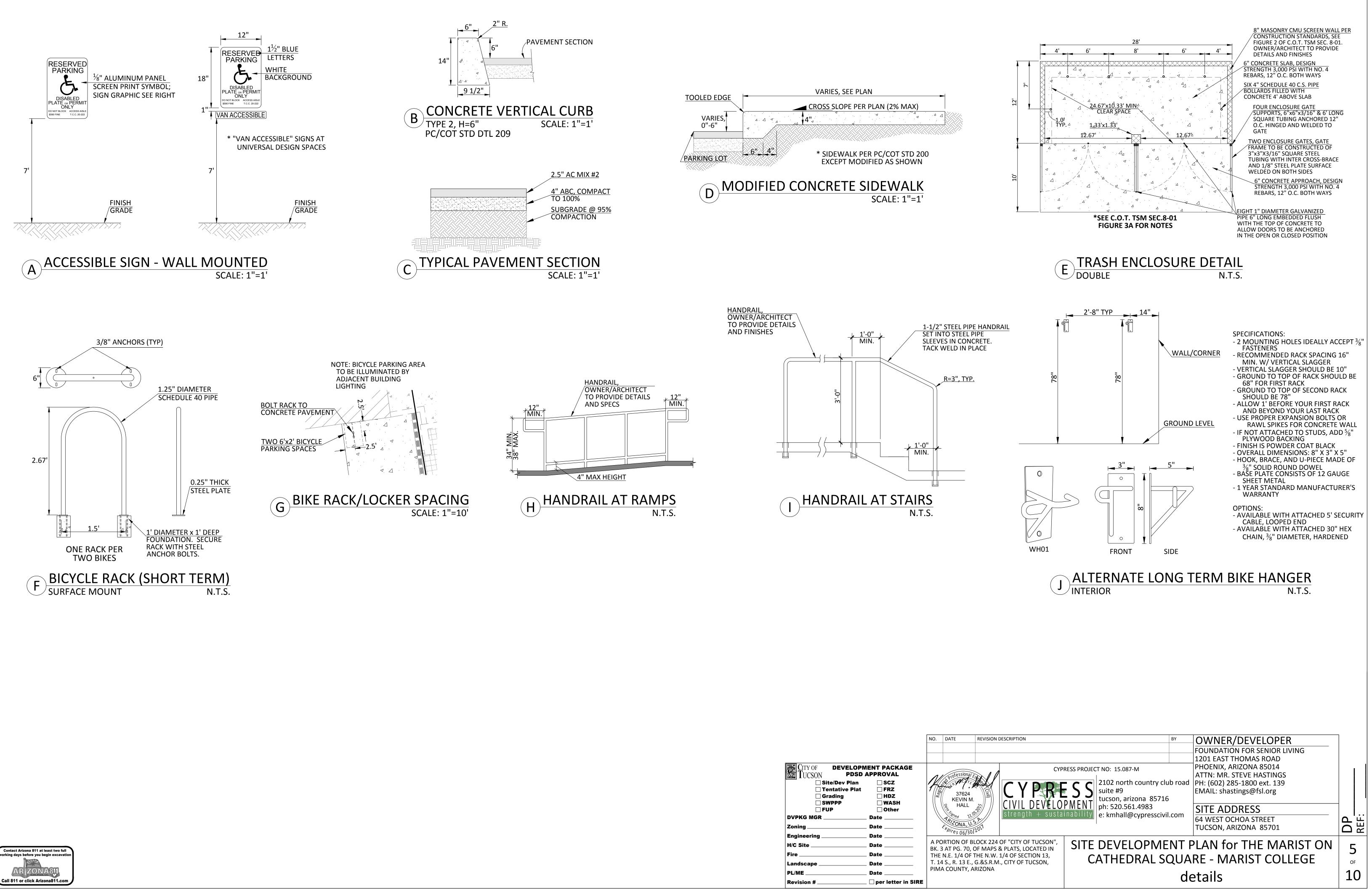
- 1. ALL ON-SITE BUILDING SEWER CONNECTION LINES ARE PRIVATE. THE MATERIALS AND INSTALLATION SHALL BE PER THE REQUIREMENTS OF THE INTERNATIONAL PLUMBING CODE, LATEST EDITION.
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CITY OF DEVELOPMENT PACKAGE TUCSON PDSD APPROVAL	
Site/Dev Plan Grative Plat Grading SWPPP FUP	
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Zoning	_ Date
Engineering	_ Date
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Landscape	_ Date
PL/ME	_ Date
Revision #	_ 🗌 per letter in SIR



UTILITY NOTE

UTILITY LOCATIONS, AS SHOWN ON THE PLANS, WERE COMPILED AND ARE PRESENTED BASED UPON PRELIMINARY INFORMATION AVAILABLE TO CYPRESS CIVIL DEVELOPMENT. UTILITY LOCATIONS AS SHOWN ARE NOT INTENDED TO BE EXACT OR COMPLETE AND CYPRESS CIVIL DEVELOPMENT DOES NOT ACCEPT LIABILITY OR RESPONSIBILITY FOR ANY INACCURACIES IN THE UTILITY LOCATIONS OR ANY UTILITY RELOCATIONS THAT MAY BE NECESSARY. PRIOR TO EXCAVATION, ARIZONA STATUTES REQUIRE THAT ANYONE WHO INTENDS TO EXCAVATE MUST PROVIDE TWO FULL WORKING DAYS NOTICE TO THE OWNERS OF ALL UTILITIES WITHIN THE PROJECT AREA. EXCAVATORS SHOULD CONTACT "ARIZONA BLUE STAKE" @ 1-800-782-5348 TWO (2) FULL WORKING DAYS PRIOR TO EXCAVATION. SATURDAYS, SUNDAYS, AND STATE HOLIDAYS ARE NOT CONSIDERED WORKING DAYS. ALSO BE ADVISED THAT THERE MAY BE OTHER UTILITIES IN THE PROJECT AREA THAT ARE NOT MEMBERS OF "ARIZONA BLUE STAKE". THE CONTRACTOR IS RESPONSIBLE TO POTHOLE ALL UTILITIES (SHOWN OR NOT SHOWN ON THE PLANS) MARKED BY BLUE STAKE PRIOR TO COMMENCING CONSTRUCTION OPERATIONS.



TUCSON DEVELOPM	IENT PACKAGE APPROVAL	
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DVPKG MGR	Date	
Zoning	_ Date	
Engineering	_ Date	
H/C Site	_ Date	F
Fire	_ Date	
Landscape	_ Date	
PL/ME	_ Date	F
Revision #	$_$ \Box per letter in SIRE	



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NATIVE PLANT PRESERVATION PLAN



Number	Scient fic Name	Common Name	Size	Viability	Transplant ability	Comments	Dispersion	Arms
1	Fouquieria splendens	Ocotillo	18	Н	Η	TP (TRANSPLANT)	TOS	
2	Fouquieria splendens	Ocotillo	16	Н	Н	TP	TOS	
3	Fouquieria splendens	Ocotillo	12	Η	Н	TP	TOS	
4	Fouquieria splendens	Ocotillo	18	Н	Н	TP	TOS	
5	Yucca elata	Soaptre e yucca	10	Н	Н	TP	TOS	
6	Carnegieagigantea	Saguaro	14	M	L	TP, BD	TOS	4@10'
7	Carnegieagigantea	Saguaro	20	L	L	TP, BD, HOLES, TD	RFS	1@6'
8	Ferocactus wislizeni	Barrel Cactus	2	Η	Н	TP, LE	TOS	
9	Carnegieagigantea	Saguaro	24	L	Ľ	TP, DB, LE, HOLES	RFS	7@20'
10	Yucca elata	Soaptre e yucca	4	Н	Н	TP	TOS	
11	Yucca elata	Soaptre e yucca	8	Н	Н	TP	TOS	
12	Fouquieria splendens	Ocotillo	14	Н	Η	TP	TOS	
13	Yucca elata	Soaptre e yucca	8	Н	Н	TP	TOS	
14	Fouquieria splendens	Ocotillo	14	Н	Η	OFF SITE	PIP	
15	Yucca elata	Soaptre e yucca	6	Н	Н	OFF SITE	PIP	
16	Fouquieria splendens	Ocotillo	14	Н	Н	OFF SITE	PIP	
17	Fouquieria splendens	Ocotillo	12	Η	Н	OFF SITE	PIP	
18	Yucca elata	Soaptre e yucca	6	Н	Н	OFF SITE	PIP	
19	Yucca elata	Soaptre e yucca	8	Н	Н	OFF SITE	PIP	
20	Fouquieria splendens	Ocotillo	12	Н	Н	OFF SITE	PIP	
21	Carnegie a gigantea	Saguaro	20	L	E	OFF SITE, TP, BD, LE	PIP	7@20'
22	Carnegieagigantea	Saguaro	20	L	L	OFF SITE, TP, BD, TD, HOLES	PIP	3@24'

NATIVE PLANT PRESERVATION WORKSHEET

	1	1		
	Carnegiea gigantea	Ferocactus wislizenii	Fouquieria splendens	Yucca elata
1. Viable Plants	1	1	5	4
2. PIP/TOS required	1	0	2	1
3. Proposed PIP	0	0	0	0
4. Required TOS	1	0	2	1
5. Proposed TOS	1	1	5	4
6. Excess TOS	0	1	3	3
7. Total On Site	1	1	5	4
8. Total plants RFS	0	0	0	0
9. PIP credits	0	0	0	0
10. TOS Mitigation	1	0	2	1
11. RFS Mitigation	0	0	0	0
12. Total Mitigation	1	0	2	1
13. TOS Mitigation Reduction	1	-1	-1	-3
14. PIP Mitigation Reduction	1	-1	-1	-3
15. Required to be Provided	1	0	0	0
16. Total Required On-site	2	1	5	4

NATIVE PLANT PRESERVATION KEY NOTES (#)

- Property line
- Right of way line Inventoried plant off site to remain 3.
- in place 4 Suggested mitigation area

NPPO LEGEND

- Transplanted on Site (TOS)
- Preserve in Place (PIP)
- Saguaro
- Barrel Cactus * Ocotillo
- ☆ Yucca

MITIGATION LEGEND Shrubs / Succulents \bigvee Fouquieria splendens 1 ocotillo Ferocactus wislizenii fishhook barrel cactus

- Yucca elata \bigotimes soaptree yucca
- Carnegiea gigantea \bigotimes saguaro

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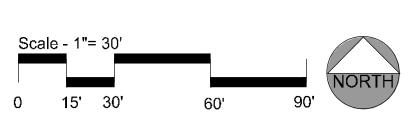
Size	Qty
salvage	5
salvage	1
salvage	4
6' spear	1
salvage	1



Scale: 1" = 30'

ARC STUDIOS A TMHS COMPANY 5781 N. Placita Amanecer Tucson, Arizona 85718 phone: 520.882.9655 www.arcstudiosinc.com

landscape architecture . urban design . environmental services . irrigation design.



CITY OF DEVELOPMENT PACKAG TUCSON PDSD APPROVAL	
Site/Dev Plan Site/Dev Plan Grading SWPPP FUP	 □ SCZ □ FRZ □ HDZ □ WASH □ Other
DVPKG MGR	_ Date
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H/C Site	_ Date
Fire	_ Date
Landscape	_ Date
PL/ME	_ Date
Revision #	_ 🗌 per letter in Sli



	difficult
TD	trunk d
	the tre
BD/RD	base o
MU	multi-tr
LB	low bra
	salvag
DW	dead w
IN	infesta
OT	old trui
ST	stunted
PD	prune
MT	mistlet
PF	poor fo
	vegeta
LE	leaning
SL	slope -
	be pos
SO	soils a
SR	surface
SZ	size of
	conduc
VAND	vandal
PIP	preser
TOS	transp
RFS	remove
ŞAL	salvag
	that sh

The following abbreviations were used in the comment column. Number in (#) refer to plant requirements for preserved in place or salvaged

BL broken limbs - tree has significant broken branches PROX other vegetation in the vicinity will make salvage

damage - trunk has excavated at the base of

of saguaro has suffered rodent damage

trunk, no single defined trunk ranch, unable of preserving low branch for ge or relocate

wood significant limb dieback

ation of insect, damage to main limbs

ed trunk

damage toe infection of main limbs

- form tree leaning or structure not supportive of
- g sign of decline and poor health
- tree is on steep slope where salvage will not sible
- are loose and rocky, salvage will be difficult ce roots are evident making excavation difficult f the tree, either spread, caliper or height is not
- icive to salvage lized - saguaro has been cut or chopped

ved in place

lant on site

ve from site

ge - used during field inventory to identify trees that should be salvaged regardless of %

requirements

NATIVE PLANT PRESERVATION PLAN OVERVIEW:

This site is located downtown Tucson, south of Broadway Blvd and east of Church Ave near the Tucson Convention Center. The plant material on this site is in fair condition. The vegetation within the project area is representative of the Arizona upland subdivision of Sonoran desert scrub. Specifically, this site is characterized by sporadic occurrences of yuccas, ocotillos, and saguaros. Understory vegetation is primarily barrel cacti, and agave.

We have identified all inventoried plant material to be salvaged and transplanted on site if possible. The condition of the saguaros is fair and they will need to be moved before construction begins to prevent any further damage.

No noxious or invasive species are visually prominent within the clearing limits. No special status including federally listed threatened, endangered species or highly safeguarded species of plant life were identified on this site.

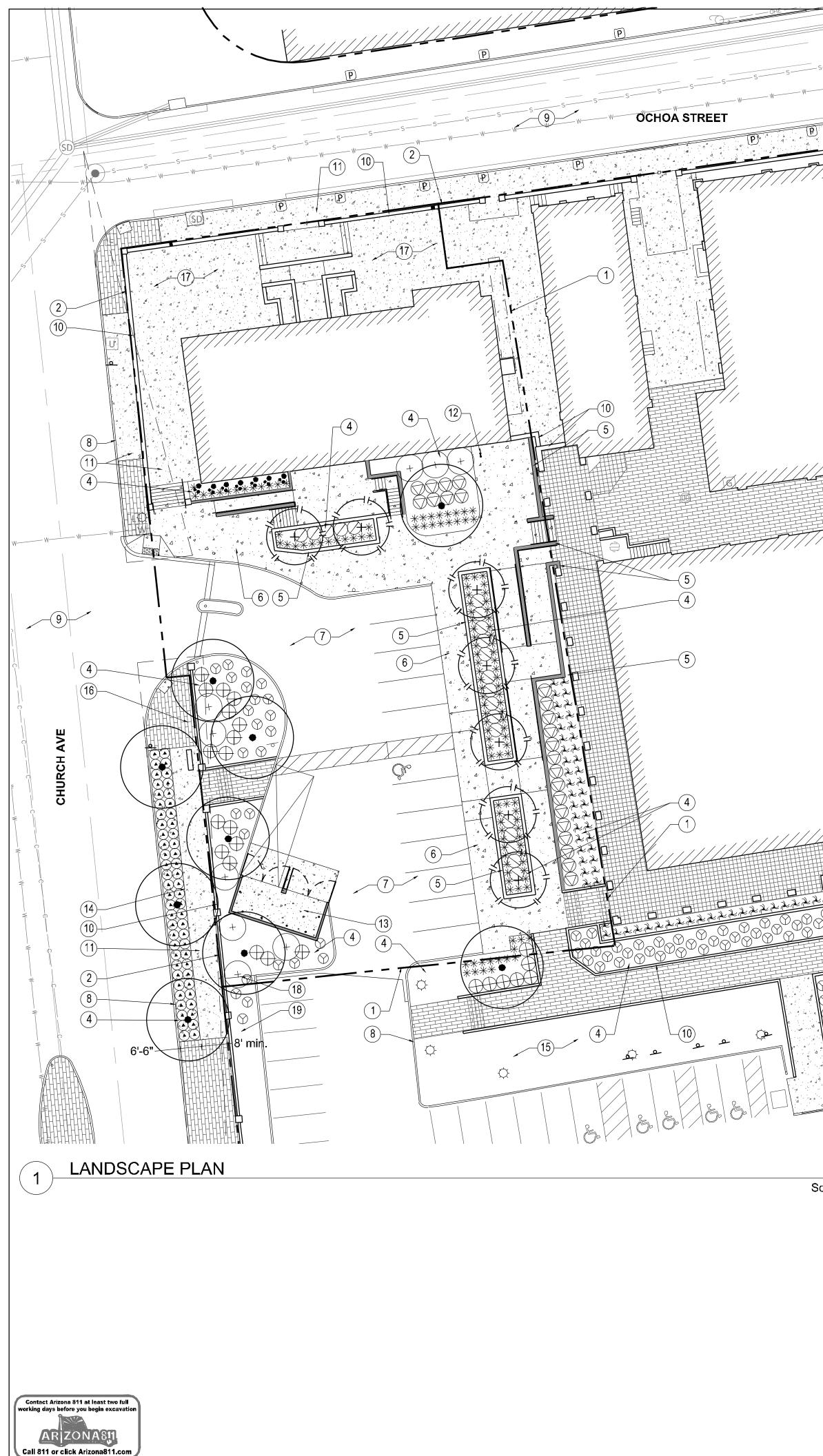
SALVAGE SCHEDULE:

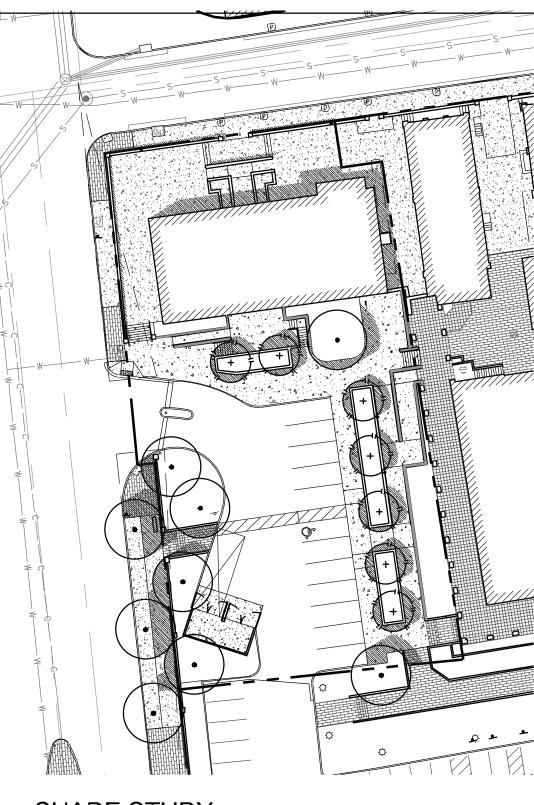
The salvage work will be accomplished by a licensed landscape contractor who has experience in the salvage of native desert material. This work will be performed at a time of year when successful salvage is likely. Additionally, the salvage contract will contain language requiring the replacement of any salvaged material which does not survive the transplant.

The material will be moved to a holding yard during the grading operation and then planted in conformance with the landscape plan. Water will be provided from the residential water meter and an automatic timer will regulate the irrigation water applied. Water will be applied through a drip irrigation system. The native plant monitor will track the condition and watering of all salvaged material.

SALVAGE/PRESERVATION REQUIREMENTS:

- 1. The developer must fence off the vegetation to be preserved in place as required by section 2-15.6.0 of the city of Tucson development standards.
- 2. The developer must provide signage in three locations indicating the flagging key used on the vegetation. This signage is for construction personnel and the general public.
- 3. The developer must provide language within his construction contracts providing for the protection of the vegetation and adherence to the preservation plan.
- 4. Plants have been tagged in accordance with section 2-15.5.0. This includes metal tags. Color coding shall be provided by contractor prior to request for City of Tucson inspection: white - preserve in place
- yellow remove from site
- blue transplant on site
- 5. On-site monitoring of all aspects of site clearing, grading, plant protection, preservation, salvage and mitigation shall be provided during project construction at the expense of the developer. The monitoring shall be performed by an individual who is qualified in arid lands native plant resource identification and protection as specified in sec. 3.8.4, general provisions and requirements. The monitor shall provide periodic progress reports to the developer outlining the status or work accomplished and any problems encountered. Development services department shall receive a copy of these reports for the project file. The monitor shall be responsible for an assessment of the condition of the site's plants one (1) year after the final inspection as been performed on the site. The monitor shall visit the site and prepare a report on plant status, including general plant condition, the identification of plants under stress and the appropriate method to relieve the stress, and recommendations for replacement of plants that are dead or dying. Dead or dying plants shall be replaced with the same size plant at a one-to-one (1:1) ratio of like genus and species. Copies of the report shall be submitted to the site owner/developer and to the development services department - landscape section luc.3.8.6.7.D. The owner shall respond to the plant needs as outlined in the status report within six (6) months of report submittal or within a shorter period if required to improve the health of stressed plants and prevent plant loss.
- 6. A pre-permit npp inspection will be required prior to any site disturbance. Call 520-791-3111.







Scale: 1" = 40'

(#)

SHADE STUDY

2

public hardscape area 11,702 sf	
public hardscape shade required (50%)	5,851 sf
public hardscape shade provided	3,329 sf

PARKING TREE REQUIREMENTS Sec. 7.6.4.B

Parking spaces provided	12
Trees required	3
Trees provided	3+

LAI	NDSCAPE KEY NOTES (#)
1.	Property line
2.	Right of way line
3.	Sight visibility triangle
4.	Decorative rock
5.	Wall - refer to civil
6.	Concrete sidewalk - refer to civil
7.	Paving - refer to civil
8.	Existing concrete curb
9.	Existing pavement
10.	Existing wall
11.	Existing concrete sidewalk
12.	Short term bicycle parking
13.	Trash enclosure - refer to civil
14.	Saw cut and remove concrete to provide new
	6' wide planter.
15.	Existing artificial turf
	Exist bench - adjust and relocate as shown
17.	Remove weeds within enclosed area
18.	Limit of decorative rock
10	Existing rock to remain

19. Existing rock to remain

0 10' 20'

Scale: 1" = 20'

CITY OF DEVELOPMENT PACE TUCSON PDSD APPROVA	
Site/Dev Plan Site/Dev Plan Grating SWPPP FUP	
DVPKG MGR	
Zoning	_ Date
Engineering	_ Date
H/C Site	_ Date
Fire	_ Date
Landscape	_ Date
PL/ME	_ Date
Revision #	

GENERAL LANDSCAPING NOTES:

- beginning work.
- precedence.
- etc.
- board, paving, curbing, etc.
- noted.
- finish grade as shown on the civil and landscape plans. structures.
- call blue stakes. acceptance.
- grading on all landscaped areas.
- cost to owner.
- 17. Test drainage of plant beds and pits by filling with water. Conditions any planting.
- clarification from Landscape Architect in writing.
- harvesting.
- requirements. sidewalks.

- specifications.
- irrigation. contractor take-offs or quantity use.
- grade or roadway surface.
- code (luc) section.
- replacement or repair.
- damage to roadway, sidewalk and utilities.

ARC STUDIOS A TMHS COMPANY 5781 N. Placita Amanecer Tucson, Arizona 85718 phone: 520.882.9655 www.arcstud landscape architecture . urban design . environmental services . irrigation design. Scale - 1"= 20

40

.882.9655 liosinc.com	Grading SWPPP FUP	[[[
	DVPKG MGR	Dat
	Zoning	Dat
	Engineering	Dat
	H/C Site	Dat
	Fire	Dat
NORTH	Landscape	Dat
	PL/ME	Dat
	Revision #	🗆 P

NO.	DATE	REVISION DESCRIPTION	BY OWNER/DEVELOPER FOUNDATION FOR SENIOR LIVING	
	LANDSC LANDSC 39813 ERIC R. BARRETT 98. Signed TAP/201400 EXPIRES 9/3	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		DP REF:
Of G.	SECTION 1	HE N.E. 1/4 OF THE N.W. 1/4 3, T. 14 S., R. 13 E., IY OF TUCSON, PIMA ONA	SITE DEVELOPMENT PLAN for THE MARIST COLLEGE landscape plan	7 ^{OF}

1. The Landscape Architect, or his representative, reserve the right to refuse any plant materials he deems unacceptable. (see specifications) 2. For clarification of discrepancies between the drawings and the site, it should be brought to the attention of the Landscape Architect prior to

3. The Landscape Architect is to approve any and all substitutions. 4. Plant list provided for contractor's convenience only. Plans take

5. Exposed soil in planters shall be raked and free from rocks, roots, weeds,

6. Finished grade in decorative rock areas shall be 1" below adjacent header

7. Plants shall be quality material having a growth habit that is normal for the species and be sound, vigorous, healthy, and free from insects and injury. 8. Ground cover and/or decorative rock shall extend under shrubs unless

9. After all work is completed, the contractor shall remove all materials not incorporated in the scope of work from the job site.

10. Grading shall include all excavation, settlement, handling, import, distribution, transportation, and disposal necessary to bring ground to

11. All earthwork is to be done so that all water drains away from all

12. All underground conduits are to be located before digging. If doubt exists

13. All plant material to be guaranteed for a period of one (1) year after final

14. Landscape contractor is responsible for moving, rough grade, and final

15. In the event of major discrepancies between the plans and field conditions, contractor shall notify the Landscape Architect immediately. Allow a minimum of forty-eight (48) hours between notification of Landscape Architect and proceeding with construction of irrigation system. 16. All existing trees and landscape to remain shall be protected and watered

during all phases of construction. If any tree should die from damage or neglect, it shall be replaced with a like species and size at no additional

permitting the retention of water in locations for more than twenty-four (24) hours shall be brought to the attention of the Landscape Architect prior to

18. Contractor is responsible for providing sleeves to all landscape areas regardless whether they are shown on plans or not. Refer to sleeving schedule for size and quantity. If doubt or discrepancy exists request

19. All landscape areas shall be depressed 6 inches to maximize storm water

20. Final plant locations must be in compliance with all utility setback

21. Sleeve all pipes and wires under paved areas including streets and

22. Irrigation lines are shown schematically; locate all line in unpaved areas. 23. Locate all lines within the property line when possible. 24. The general contractor (gc) takes full liability for this landscape and irrigation, and any damage to roadway, sidewalk and utilities. 25. The landscape and irrigation shall be installed per the associated

26. All site contouring and finish grading shall be completed and accepted by the landscape contractor and Landscape Architect prior to start of

27. Area square footages are for agency review and use only, not for

28. Vegetation within the sight visibility triangle shall not interfere with the visibility plane described by one horizontal line located 30" above finished

29. It is the owners responsibility to keep the sight visibility triangles (svt), and the pedestrian access area clear of vegetation at all times, per land use

30. The owner understands that if the city of Tucson transportation department or any utility company needs to work within the row in the landscaped area, plants and irrigation may be destroyed without

31. The owner takes full liability for this landscape and irrigation, and any

32. The only private irrigation equipment that is allowed within the row are lateral lines, tubing and emitters that are not under constant pressure. All other equipment must be on private property (excluding water meter). 33. The property owner shall replace dead or missing vegetation within 14 days to ensure full compliance with approved landscape plans.

34. Trees that have been topped or lion-tailed shall be replaced with a tree of value equal to that of the tree prior to the improper pruning.

LANDSCAPE LEGEND

Furnish and install landscape material per plans, details and specifications. All plant material to meet ANA specifications and be of sound health and appearance. Landscape Architect to hand

$\overline{}$	select and tag all trees for project.		
	Trees	Size	Qty
	Celtis reticulata	36" box	9
	netleaf hackberry		
	Cercis canadensis	24" box	7
	texas redbud		
\mathbf{i}	Existing tree		
)			
/	Shrubs / Succulents	Size	Qty
	Dodonea viscosa	5 gallon	9
(+)	hop seed		
\square	Justicia californica	5 gallon	24
∇	chuparosa		
\bigcirc	Viguiera parishii (Deltoidea)	5 gallon	20
\bigcirc	goldeneye		
	Hesperaloe parviflora	5 gallon	58
\bigcirc	brakelights yucca		
\bigcirc	Calliandra californica	5 gallon	23
\heartsuit	baja fairy duster		
*	Yucca rupicola	5 gallon	128
	twisted leaf yucca		
\bigcirc	Cacti mixed species	salvage	86
$\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{$	agave, barrel, extra		
Z	Bouteloua gracilis	1 gallon	61
·	blue grama	<i></i>	_
	Lophocereus schoti	15 gallon	7
+	totem pole cactus		

HARDSCAPE/ GROUND COVER MATERIALS LEGEND Furnish and install all material per plans, details, and specs.

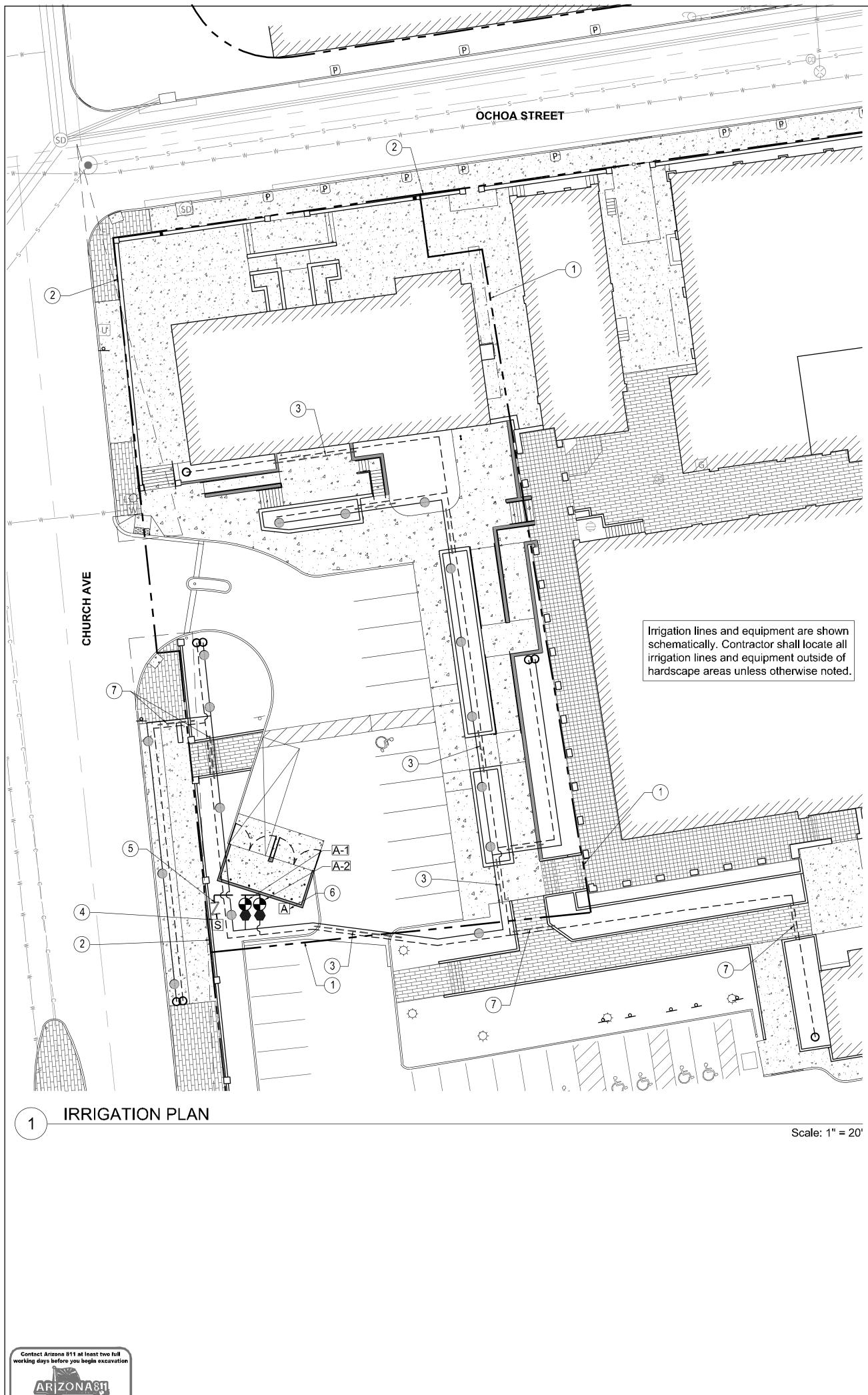
Concrete plaza and sidewalks

totem pole cactus

concrete sidewalk - refer to civil

Decortive rock

1/2" screened rock - 2" depth - pioneer materials - coco brown



Call 811 or click Arizona811.com

IRRIGATION KEY NOTES

- Property line Right of way line
- Irrigation sleeve

- Bore under existing sidewalk and add

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CITY OF DEVELOPMENT PACKAGE TUCSON PDSD APPROVAL	
Site/Dev Plan Site/Dev Plan Grading SWPPP FUP	 □ SCZ □ FRZ □ HDZ □ WASH □ Other
DVPKG MGR	Date
Zoning	Date
Engineering	Date
H/C Site	Date
Fire	Date
Landscape	Date
PL/ME	Date
Revision #	_ 🗌 per letter in SIRE

EMITTER SCHEDULE Trees

Celtis reticu netleaf ha

Cercis cana texas redl Shrubs / S

Dodonea vi

hop seed Justicia cali chuparos

Viguiera pa goldeney

Hesperaloe brakelight Calliandra

baja fairy Yucca rupic twisted le

Cacti mixed agave, ba Bouteloua g

blue gran Lophocereu totem pole

Valve Siz

A-1 1" A-2 1" VALVE SCH

2. (M) multi-port emitter, (s) single-port emitter. Contractor may select to provide multi-port emitters for shrub plant material. Only tree multi-port emitters shall be installed in emitter box per the project details.

3. Contractor shall adjust controller for the proposed emitter schedule and provide watering to promote healthy growth of plant material for estabiilshment.

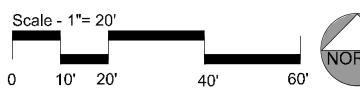
(#)

Irrigation source Backflow preventer

Irrigation controller

irrigation sleeve

www.arcstudio landscape architecture . urban design . environmental services . irrigation design.



osinc.com	🗆 SWPPI 🗌 FUP
	DVPKG MGR
	Zoning
	Engineering
	H/C Site
	Fire
NORTH	Landscape
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01 G.	CATED IN TH SECTION 1	HE N.E. 1/4 OF THE N.W. 1/4 3, T. 14 S., R. 13 E., Y OF TUCSON, PIMA	THE MAR	PMENT PLAN for IST COLLEGE tion plan	8 ^{OF} 10

SCHEDULE	Туре	Outlets	Gph	Gph	
			outlet	-	
culata ackberry	m	6	2.0	12.0	
nadensis	m	5	2.0	10.0	
dbud Succulents	Туре	Outlets	Gph	Gph	
viscosa	s/m	2	outlet 2.0	plant 4.0	
d alifornica	s/m	2	2.0	4.0	
sa arishii (Deltoidea)	s/m	1	2.0	2.0	
ye e parviflora	s/m	1	1.0	1.0	
hts yucca californica	s/m	1	2.0	2.0	
y duster icola	s/m	1	0.5	0.5	
eaf yucca ed species	s/m	1	0.5	0.5	
<i>arrel, extra</i> gracilis	s/m	1	1.0	1.0	
ma eus schoti ole cactus	s/m	1	0.5	0.5	

IRRIGATION VALVE SCHEDULE

ize	Туре	Valve	Size	Туре
•	tree	A-3		not used
•	shrub	A-4		not used
HEDULE NOTES:				

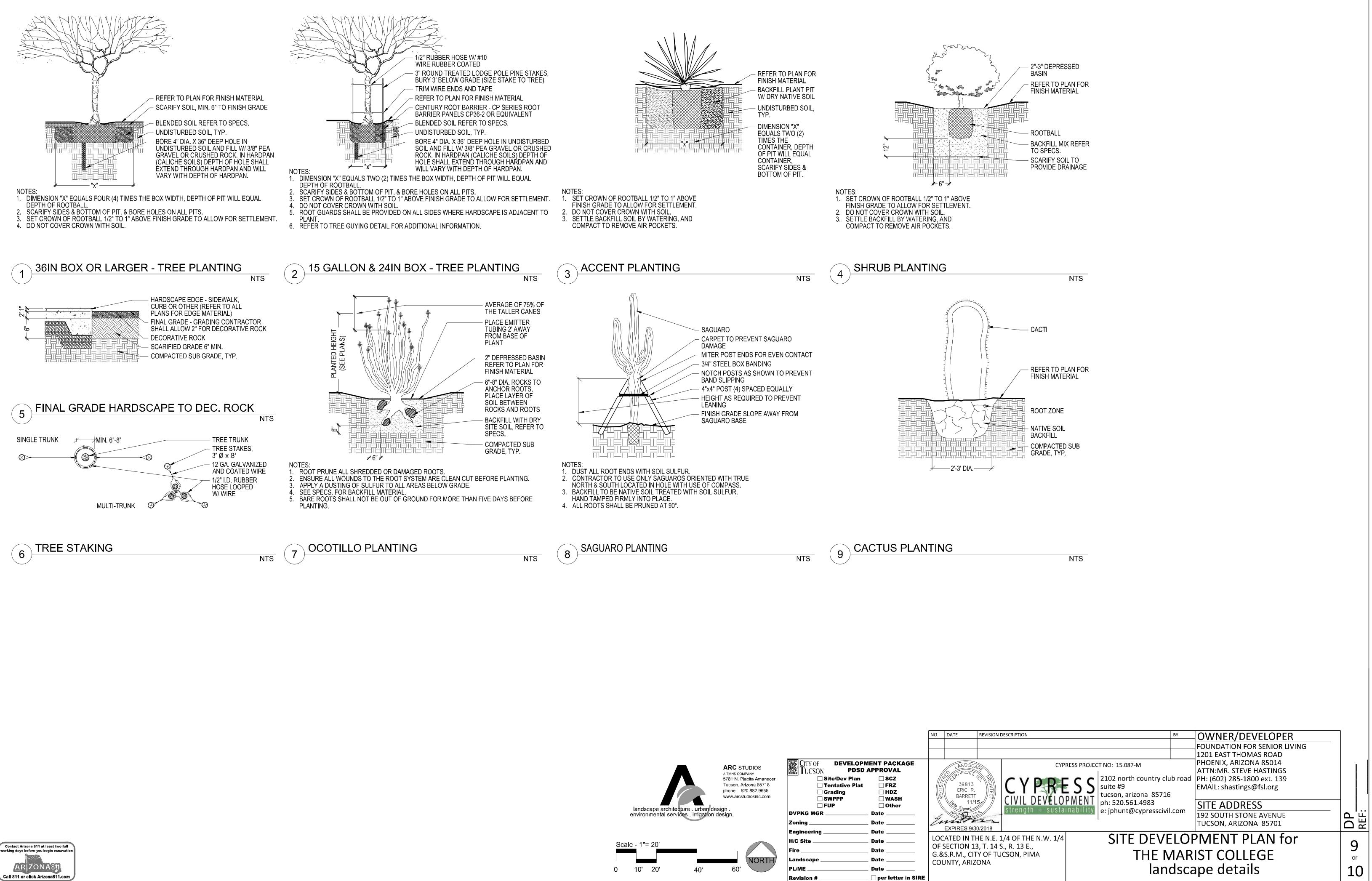
1. Valve calculation is an estimate, contractor shall provide final valve flow in gallons per minute on as-built plans.

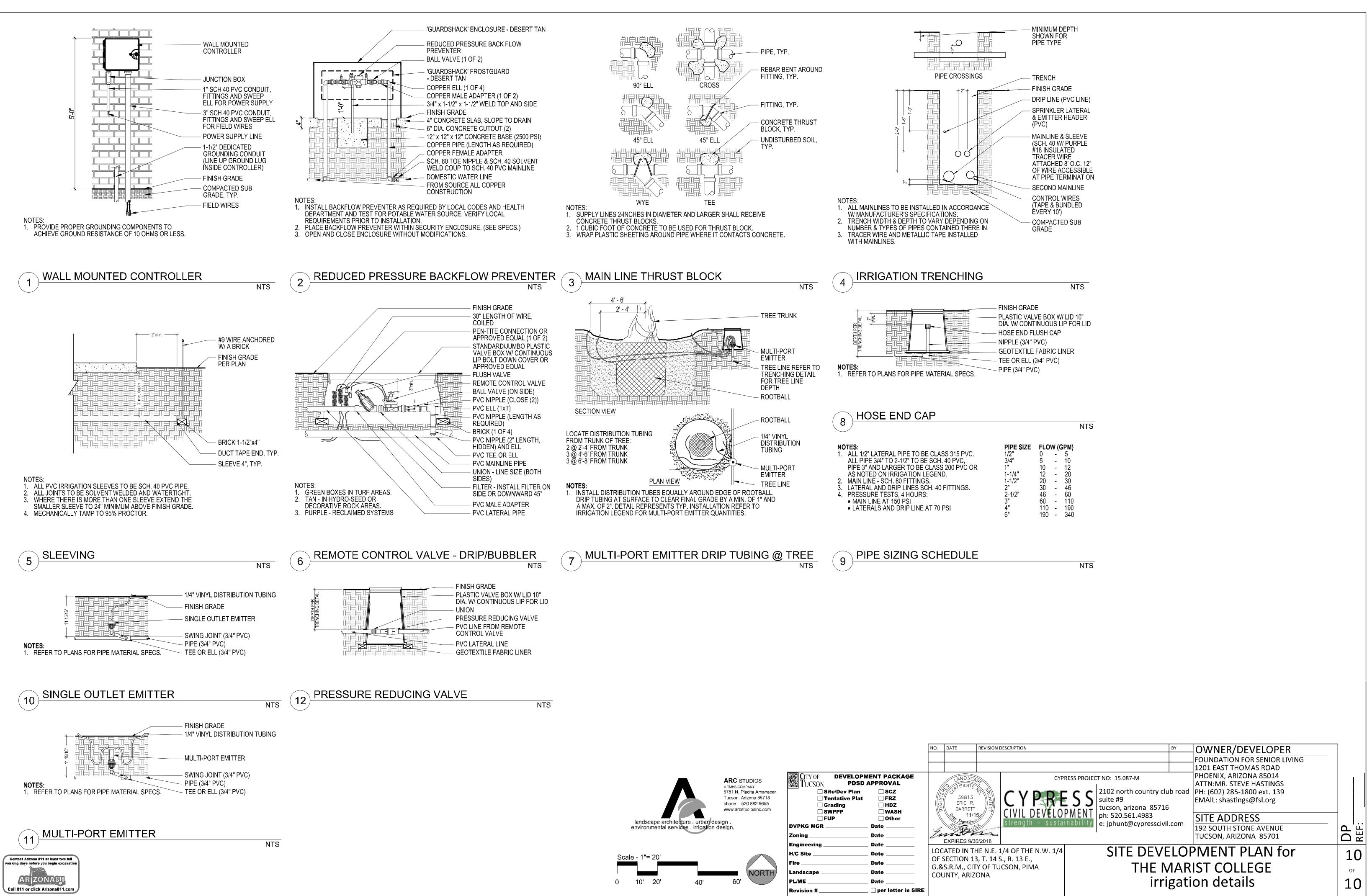
IRRIGATION LEGEND

- furnish and install all material per plans, details, and specifications irrigation source / point of connection - irrigation meter - 5/8" (refer to civil water plans)
- reduced pressure backflow preventer watts u009 1" w/ enclosure _____irrigation mainline - sch. 40 pvc 1-1/2" w/ sch. 80 fittings,
- 2hr pressure test at 150 psi A irrigation controller - toro evolution series controller w/ smart
- connect 4 station evo-4-od-sc, evo-ws
- remote control valve & filter valve irritrol 700 series,
 700-1; filter rain bird rby-100-150mx irrigation sleeve - class 200 pvc - 4" mainlines and multiple
- lines 2" single line and controller wiring tree line - sch. 40 pvc - 3/4" unless otherwise shown

_ _ _ shrub line - sch. 40 pvc - 3/4" unless otherwise shown

- O hose end cap
- pressure regulator senniger pmr-30-mf
- multi-outlet xeri-bug emitters rain bird (6) 1gph and 2 gph ports - refer to emitter schedule
- single-port emitters install rain bird xeri-bug xbt-10 and xbt-20 refer to emitter schedule **IRRIGATION NOTES:**
- 1. The irrigation system shall utilize a potable water source. All lines shall be sch. 40 pvc unless otherwise noted on plans.
- 2. Water harvesting collection is passive water harvesting integrated into the site with depressions.
- 3. The irrigation system is designed with an operating pressure of 60psi at connection. Contractor shall verify pressure at connection and confirm system design with collected test information prior to continuation of installation. Tested pressure shall be noted on the as-built plans.
- 4. Contractor shall notify architect if any discrepancies occur prior to installation of the irrigation system. If the pressure test is not within 5 lbs of noted design pressure, contractor shall cease installation until minimum pressure is obtained or revised design is provided.
- 5. Contractor shall test pressure prior to start of construction, test pressure 30 days prior to start of irrigation work and submit pressure tests and readings to architect.
- 6. If contractor fails to take, provide report and pressure is below design pressure, contractor shall make irrigation adjustments necessary to obtain a fully function irrigation system with adequate pressure at heads at no additional cost to the owner.
- 7. Sleeving for irrigation shall be under all paved areas including streets and sidewalks and other hardscape elements. Contractor to notify architect of sleeving layout prior to installation.
- 8. Irrigation lines, valves, and associated equipment are shown schematically. Contractor shall locate all lines in unpaved areas.
- 9. Maximum distance for distribution tubing shall not exceed 8' from emitter to plant.
- 10.Irrigation controller shall be set to run per coordination of property manager. Controller shall be set to run with et operation at completion of project.
- 11. Contractor shall set additional programs on controller for deep root watering and plant growth from march thru June.
- 12. Contractor shall complete pressure test of main line and laterals with the observation of the landscape architect.
- 13. Contractor shall have the irrigation functional, prior to start of planting.





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	MINIMUM DEPTH SHOWN FOR PIPE TYPE
SSINGS	TRENCH FINISH GRADE DRIP LINE (PVC LINE SPRINKLER LATERAL & EMITTER HEADER (PVC) MAINLINE & SLEEVE (SCH. 40 W/ PURPLE #18 INSULATED TRACER WIRE ATTACHED 8' O.C. 12 OF WIRE ACCESSIBL AT PIPE TERMINATIC SECOND MAINLINE CONTROL WIRES (TAPE & BUNDLED EVERY 10') COMPACTED SUB GRADE
LLED	



PRE-APPLICATION INFORMATION

Zoning Administration Process Overview: A project may be subject to various reviews and criteria depending on the scope of work and the Unified Development Code (UDC). Please note that your projects may not be subject to review by all review authorities used in the table below. The Zoning Administration processes at Planning and Development Services Department (PDSD) include:

Review Process	Review Authorities	PDSD Planning Contact
Design Development Option (DDO) [UDC Section 3.11.1]	Design Review Board (DRB)	Michael Taku – (520) 837-4963 Russlyn Wells – (520) 837-4948
Flexible Lot Development (FLD) [UDC Section 8.7.3]	Design Professional	Frank Dillon – (520) 837-6957
Historic Preservation Zone (HPZ) [UDC Section 5.8]	1. Neighborhood Historic Advisory Board 2. Tucson-Pima County Historical Commission (T-PCHC) Plans Review Subcommittee (PRS)	Michael Taku – (520) 837-4963 Frank Dillon – (520) 837-6957
Infill Incentive District (IID) [UDC Section 5.12]	 Neighborhood Liaison Design Professional T-PCHC PRS Design Review Committee (IID-DRC) 	Frank Dillon – (520) 837-6957 Carolyn Laurie – (520) 837-4953
Individual Parking Plan (IPP) [UDC Section 7.4.5.A]		Mark Castro – (520) 837-4979
Main Gate District (MGD) Design [MGD Policy]	 Neighborhood Historic Advisory Board T-PCHC PRS Main Gate District Design Review Committee (MGD-DRC) 	Frank Dillon – (520) 837-6957 Jim Mazzocco – (520) 837-6964
Neighborhood Preservation Zone (NPZ) [UDC Section 5.10]	Design Professional	Michael Taku – (520) 837-4963 Frank Dillon – (520) 837-6957
Rio Nuevo Area (RNA) (formerly RND) [UDC Section 5.12.7]	1. T-PCHC PRS 2. Design Review Board (DRB)	Frank Dillon – (520) 837-6957 Michael Taku – (520) 837-4963
Variances [UDC Section 3.10.3]	Design Review Board (DRB) Board of Adjustment (B/A)	Mark Castro – (520) 837-4979 Russlyn Wells – (520) 837-4948

UDC Compliance Review: All projects must **<u>FIRST</u>** be submitted for compliance review at the PDSD 1st floor, 201 North Stone Avenue, (520) 791-5550. The UDC compliance comments for the project are generated by PDSD staff after completing their review of the detailed development package submitted for the project to ensure that all needed modifications are identified.

Pre-Application Meeting: Once you have completed the following Application Form (Page 2) and obtained the Submittal Requirements (Page 3). Applications for pre-submittal conferences must include a completed application form submitted by 4:30 PM, seven (7) working days prior to the requested conference date with the \$100 fee, payable to *The City of Tucson.* Staff will fill out the Case Information (Page 4) and advise applicants on any additional UDC requirements to complete the application package to initiate the review process.



APPLICATION

Case Number	Date Accepted:				
PROPERTY LOCATION INFORMATION					
Property Development (Project) Name (IF APPLICABLE): Marist College					
Property Address: 64 West Ochoa Street					
Applicable Area/Neighborhood/Overlay: Downtown Core Sul	odistrict				
Zoning: C-3					
Legal Description: Tucson Nwly Ptn Lot 1 Blk 224					
Pima County Tax Parcel Number/s: 117-13-157A					
Site and Building Area (sq ft): 3,600 sf					
APPLICANT INFORMATION (The person processing the application and designated to receive notices):					
APPLICANT NAME: Matt Stuart					
ADDRESS: 2102 North Country Club Road # 9 Tucson, Arizona 85716					
PHONE: (520) 561-4983	FAX: (520) 798-3341				
EMAIL: mstuart@cypresscivil.com					
PROPERTY OWNER NAME (If ownership in escrow, please note): Sa	int Augustine Cathedral Roman Catholic Parish Tucson				
PHONE: (520) 623-6351	FAX: ()				
PROJECT TYPE (check all that apply): () New building on vacant land () New addition to existing building	 Change of use to existing building New building on developed land Other 				
Related Permitted Activity Number(s): DP15-0198					
DESCRIPTION OF USE: Multi-family residential					
I hereby certify that all information contained in this application is con	mplete and true to the best of my knowledge.				
Matt Swart	11/24/2015				
SIGNATURE OF OWNER/APPLICANT	Date				



SUBMITTAL REQUIREMENTS

PLEASE PROVIDE THE FOLLOWING MATERIALS IN THIS ORDER:

V	1.	Application form (signed by the Property Owner or Authorized Agent – include letter of authorization).		
	2.	Written summary of neighborhood meeting with sign in sheet and agenda (if applicable).		
	3.	Project statement outlining scope of work.		
	4.	UDC compliance review comments (obtained at the 1 st floor). In Review		
	5.	Pima county assessor's record parcel detail and record map.		
\mathbf{V}	6.	Color aerial photograph of subject property (if applicable).		
	7.	Color, labeled photographs of project site existing conditions (north, south, east and west elevations		
\mathbf{V}		of all structures on the property) and surrounding area (if applicable).		
	8.	Color photographs of precedent examples in surrounding area, labeled with property addresses and		
V		keyed on the aerial photograph (if applicable).		
V		prepared in accordance to Section 2-06.0.0, in the Administrative Manual.		
	10.	Elevations (and contextual elevations if applicable) drawn to scale at 11"x17", folded*, dimensions,		
\mathbf{V}		proposed materials (if applicable) prepared in accordance to Section 2-06.0.0.		
	11.	Samples, cut sheets and/or photographs of the type, color and texture of the proposed materials (if		
V		applicable).		
		PDF of all above listed items (number of hard copies may be required).		
	13.	Applicable fees (payable to City of Tucson).		
\mathbf{v}	14.	(Other) Draft Ground Lease Agreement		

*For 11" X 17" format "z" fold as follows: With plan face up bring right side to left side (text to text), align edges and crease right edge. Bring top corner of open edge (top panel only) down to center of right folded edge (creates a diagonal edge on left), align and crease.

Additional application materials may be required at the time of your meeting with staff.

Refer to Supplemental Information per review process for material instructions, etc.

For Zoning and Subdivision review, the Unified Development Code (UDC) applies to this application. If you feel the Land Use Code (LUC) should apply, please consult with Zoning review staff. Applicable timeframes can be provided at your request or found in Administrative Manual Sec. 3-02 or found on our website at <u>http://cms3.tucsonaz.gov/pdsd</u>. For information about applications or applicable policies and ordinance, please contact us at (520) 791-5550.

By state law, we cannot initiate a discussion with you about your rights and options, but we are happy to answer any questions you might have.



CASE INFORMATION

(To be completed by PDSD staff at pre-application meeting)

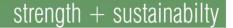
Case Number (E.g. HPZ-14-11, IID-15-01):	
Related Permitted Activity Number(s):	
Review Process (E.g. HPZ, DDO, IID – Major/Minor):	
Applicable Fees:	
Pre-Application Accepted by:	
Pre-Application Meeting scheduled for:	Date
	Date
Additional Notes:	

The Marist on Cathedral Square Neighborhood Meeting - IID 15.10 & 15.11 November 16, 2015 Attendee Sign-in Sheet



2102 north country club road suite #9 tucson, arizona 85716 p: 520.991.5213 e: info@cypresscivil.com

Name	Address	Phone Number	Email Address
Fred M& Aninch	218 W. Knox Dr.	393-8828	
Paul Ramins	1931 W. Brichta Dr	250-1615	raulera miner I DAOL. com
three lawrence	Sunvise Th.	300 6151094	fx 119 lewrence & holialog, co
180 CARRILUD	204 S. STANG AVE	465-6727	Uppcarrillostucmost.com
Michger Keith	E Breadway \$610	869-6944	Michel Kerth Pot. Com
PERRY WHIDLORK	SJUNE KA	615-1094	perry Q holualoa.com
Fr Tom	2625 n. Silval del	520-622.4506	return & drohtertun company. Nel
Ren Sconille	1.0. Box 50701	456-6500	
Swaris Chapman	33 W. CONGress	567-87.11	Swain & chepman management group.com Orine acrie-development.com
Enn Aggins	3031 N Sunupan Sunset P	520-709-1651	erin@ aene-development.com
Eric Means	695 W Roller Coaster Rd	520.3582998	Eric @ Camino escuela.com
Michael Keith	IE. Broadway #610	869-6944	Michaelkeith & downtown tucsor. 014
Steve Arnquist		837-4263	steve.arnewist@ tursonaz.gov
Diana Amado	Ward 6 Council office	\$791.4601	Jiang. amado Otvisonaz. gov
CHRISGANS		603-9783	CGANS 2322 MEN. COM
KEVIN HALL	2102 N. COUNTRY CLUB #9	561-4993	kmhall@cypresscivil.com
JOHN SHAHEEN	P.O. BOX 31, 111 5. CHURCH	792-3410	ishaheen @ diocesetulson.org
			<i>J</i>
		L	





<u>The Marist on Cathedral Square – IID 15.10 & 15.11</u> Neighborhood Meeting Notes November 16th, 2015

Foundation for Senior Living Attendees:

Steve Hastings, Chief of Real Estate Services Chris Fournillier, Community Development Solutions LLC

Poster Frost Mirto Attendees:

Corky Poster, Architect/Planner/Principal Jon Mirto, Architect/Principal

Cypress Civil Development Attendees:

Matt Stuart, Project Manager

Start Time: 5:08 p.m. Finish Time: 6:21 p.m.

- 1) PowerPoint Slide 1
 - a) Steve Hastings opened the meeting, introducing himself and Foundation for Senior Living (FSL).
 - b) Mr. Hastings proceeded to provide some background on the services both offered and provided by FSL to the community. Specifically they cater to individuals 65 and older, and the concept of aging in place.
 - c) Mr. Hastings introduced Corky Poster with Poster Frost Mirto.

- a) Mr. Poster introduced himself and his firm to the audience, began to provide further background on the specifics of the project and the relationship between FSL as the developer and the Low Income Housing Tax Credit Application process.
- b) Mr. Poster mentioned that the approval process and subsequent planning phases would mean that ground breaking would not occur until the first quarter of 2017, at the earliest.
- 3) PowerPoint Slide 3, 4, 5, 6, 7
 - a) Mr. Poster then highlighted some of the other recent projects in and around Arizona that FSL has developed, noting that this is FSL's first venture into the Tucson Market and

their desire to not only make a good impression but to be great neighbors to the surrounding area.

- b) Mr. Poster highlighted the Highland Square project currently under development in Cottonwood, and recent community developments in Flagstaff and Yuma.
- c) Mr. Poster showed multiple images to convey the quality FSL will bring to the two development projects.
- 4) PowerPoint Slide 8
 - a) Mr. Poster introduced the remaining members and individuals of the Development Team.

5) PowerPoint Slide 9

- a) Mr. Poster provided an overview of the PowerPoint Presentation and the flow of the neighborhood meeting(s), explaining that although these projects will be developed together, they are in fact two separate applications to the City of Tucson.
- b) Mr. Poster stated after the presentation the floor will be open for questions.

6) PowerPoint Slide 10

a) A map overview of the sites was provided, showing the specific location in relation to streets and to the Historic Brown House and St. Augustine Cathedral.

7) PowerPoint Slide 11

- a) Goals specific to the proposed project were provided, outlining the inspiration and desired outcome that will influence the design. This included providing affordable senior living housing options within the Downtown Core; activating the southeast corner of Broadway & Church; and rehabilitating the Marist College building.
- b) Mr. Poster then introduced Matt Stuart with Cypress Civil Development to review the IID application process.

8) PowerPoint Slide 12, 13

a) Mr. Stuart provided a project overview of each site and briefly explained some of the proposed changes/alterations that were being made and how it might look in a two dimensional context.

9) PowerPoint Slide 14

a) Mr. Stuart provided an explanation of the optional overlay called the Infill Incentive District (IID), and the ownerships desire to "opt-in" and develop the two projects under the provisions outlined in the Infill Incentive District ordinance language.

10) PowerPoint Slide 15

a) Mr. Stuart then outlined the allowable modifications a development may consider within the Downtown Core Subdistrict (DCS) of the IID.

- a) Mr. Stuart introduced each of the allowable modifications being utilized by the Marist College rehabilitation project, and explained why:
- b) **Major Streets & Routes –** To maintain the existing development footprint, relief from the setback requirement is required.
- c) **Street Perimeter yards** To maintain the existing development footprint, relief from the setback requirement is required.

- d) **Bicycle and Vehicular Parking** Under the DCS, zero parking requirements for multifamily housing projects are permitted. This project will be taking advantage of the Street Car ridership, and both pedestrians and bicyclists that frequent Broadway and Church on a daily basis. Matt also noted that ample bicycle parking will be provided in the form of racks and long term bicycle within each of the units. Additional vehicular parking is provided on-street as well as within the private La Placita Parking Garage across the street.
- e) **Off-Street Loading** While not required for Multi-family, the site does offer on-street loading zones that can utilized.
- f) Landscaping & Screening Due to the existing development and the need to emphasize building accessibility, we are seeking relief from the screening standards. Also due to the historic nature of the site and the desire to highlight the structure from a street view, additional landscape screenings will only inhibit.
- g) Shade This project is seeking specific relief from the 50% shade requirement for all pedestrian access areas. Due to the historic nature and adobe construction, there are concerns regarding plantings and irrigation in and around the wall and building itself. The concern is additional moisture being present in the ground on a regular basis could cause damage to the adobe material, setting back the efforts made through the rehabilitation.

- a) Mr. Stuart introduced each of the allowable modifications being utilized by the Mid-rise project, and explained why:
- b) Major Streets & Routes To maintain congruency with surrounding downtown development, and promote the desired streetscape, relief from the setback requirement is required.
- c) **Street Perimeter yards** To maintain congruency with surrounding downtown development, and promote the desired streetscape, relief from the setback requirement is required.
- d) **Maximum Lot Coverage** To maintain congruency with the building footprints representative of the downtown district, relief is sought.
- e) **Bicycle and Vehicular Parking** Under the DCS, zero parking requirements for multifamily housing projects are permitted. This project will be taking advantage of the Street Car ridership, and both pedestrians and bicyclists that frequent Broadway and Church on a daily basis. Mr. Stuart also noted that ample bicycle parking will be provided in the form of racks and long term bicycle within each of the units. Additional vehicular parking is provided on-street as well as within the private La Placita Parking Garage across the street.
- f) **Off-Street Loading** While not required for Multi-family, the site does offer an on-street loading zone along Broadway Boulevard that can utilized for the development.
- g) Landscaping & Screening To maintain congruency with the building footprints representative of the downtown district, relief is sought.

- h) Solid Waste Collection Due to the nature of the sight and limited accessibility/maneuverability within the buildable footprint, an alternative solid waste collection system and agreement will need to be worked out with Environmental Services. This may include building management being responsible for locating the dumpsters from inside the building to the loading area for collection.
- Open/Plaza Space To maintain congruency with the building footprints representative of the downtown district, relief is sought from the 5% of the gross floor area requirement. The site design goes to great lengths to create an active, permeable corner at Broadway & Church, and is adjacent (kitty corner) to Veinte de Agosto Park, which grants residences access to a large open space area within a very short walking distance.

13) PowerPoint Slide 18

- a) Matt discussed the IID process and how it works and explained who is involved and their role in the process:
- b) Pre-Application Conference Includes City staff
- c) Hosting of a Neighborhood Meeting Neighborhood meeting is held with residents and owners within a 300 foot notification radius and Neighborhood Associations within 1 mile of the project site.
- d) **Summarization of the Neighborhood Meeting** A summary of the neighborhood meeting will be provided as part of the submittal process.
- e) Submittal of a Design Package Presented to City staff
- f) Tucson/Pima County Historical Commission Review and Recommendation
- g) Meet & Review Design Package with Design Professional
- h) **Design Review Committee** Review & Recommendation
- i) Planning & Development Services Director Reviews findings and issues a decision

14) PowerPoint Slide 19

- a) Mr. Stuart then introduced Jon Mirto of Poster Frost Mirto to review the site renderings of the proposed developments.
- b) Mr. Mirto provided a brief overview of the site context with the surrounding area.

15) PowerPoint Slide 20 - 26

- a) Mr. Mirto began displaying site specific renderings of the Mid-rise building to demonstrate its context with the site and the surrounding area/buildings particularly the Historic Brown House.
- b) Mr. Mirto highlighted each side of the building and spoke to the desired design and its relationship to the area.

16) PowerPoint Slide 27- 30

a) Mr. Mirto introduced some of the desirable material and finishes that the building is expected to contain – Stucco finish, metal paneling, tube steel deck awnings, and board formed concrete with ground face CMU.

a) Mr. Mirto displayed a Birdseye view, looking from the northwest, of the rendered building, providing context to the relationship of the proposed building and its height relative to the surrounding area.

18) PowerPoint Slide 32

a) Mr. Mirto displayed a Birdseye view, looking from the northwest, of the rendered building and a representation of the recently approved 1 West Broadway project to the east to provide context to the relationship of the proposed building in relation to other new projects.

19) PowerPoint Slide 33

a) Mr. Mirto introduced the Marist College building and presented a historic photo of how the building looked prior to its vacancy and subsequent deterioration. Mr. Mirto explained the goal is to restore the structure per the Department of Interior standards, while providing necessary accessibility for its residents.

20) PowerPoint Slide 34-36

a) Mr. Mirto displayed the general site and floor plans for the building and the addition of an external stair case and elevator to provide accessibility to each of the 3 floors.

21) PowerPoint Slide 37-38

- a) Mr. Mirto provided renderings of the Marist College and explained the explained the desire to open up the north entry and wall to provide a more welcoming and inviting entry point to the development.
- b) The renderings also highlighted the relationship between the Historic structure and what will be the newly constructed stair case and elevator.

22) PowerPoint Slide 39

a) Mr. Mirto introduced some of the design techniques and materials that will be sought for the elevator and staircase. They would utilize a painted steel frame with a translucent wall system.

- a) Mr. Mirto then thanked the audience for their patience and opened the floor to any questions or comments they may have:
 - Comment Mr. Hastings mentioned the desire of FSL to be good neighbors and their excitement to be involved in this project, especially the restoration of Marist College. Mr. Hastings also noted that the project will serve households with incomes at 40, 50, and 60% of the area median income (adjusted for household size).
 - 2. **Question** What is the proposed use? What type of housing option will be offered?
 - a. Response It will be age restricted and be independent living. The idea is for individuals to age in place. There will ambulatory design and care available for every unit, but this will not be assisted living.
 - 3. **Question** Have you met with SHPO regarding the Marist, and are they ok with the increased stairway opening along the north?
 - a. Response Yes, we had an informal meeting with SHPO representatives about 3 weeks back to discuss the wall and the Marist College building. And yes, they

have stated that the proposed alterations along the north will not cause the property to be delisted.

- 4. **Comment** I like the increased opening along the north, it really provides a more grand entry to the site and building.
- 5. **Question** You mentioned that you will be rehabilitating to Department of Interior and State standards, will the interior be rehabilitated as well?
 - a. Response The interior will be given an update to meet today's standards. The floor plan has been design designed the bearing walls. But, we will more than likely need to construct an exoskeleton of sort around those walls and beams in order to provide each floor with adequate support and strength.
- 6. **Question** Will you be keeping the lower level windows? The stained glass is a very nice feature.
 - a. Response Yes, we plan on keeping the lower level windows.
- 7. **Question** How are you mitigating the impacts on the neighboring historic Brown House? Will the building be setback to ensure maintenance access is adequate?
 - a. Response Yes, we have taken into consideration the negotiation the developer of the 1 West Broadway project and have provided at a minimum at least a 4 foot separation from the Brown House.
- 8. **Question** Are there any measures being taken to prevent the vibration and foundation of the new building from damaging the Brown House?
 - a. Response At this time the structural components of the project are still in their preliminary stages, but since the project places the parking at the ground level, below grade ground disturbance is limited. As the project moves forward, and funding is secured, consideration will be paid to the structural components and its potential impacts.
- 9. **Question** There is some nice tile work along the north side of the Diocese office building; is that going to be preserved? I think it will be nice to incorporate into the new project.
 - a. Response We will take that into consideration, but at this point it has not been discussed.
- 10. **Question** You mentioned the shade reduction request, why are you unable to plant more vegetation in the areas around the Marist College?
 - a. Response There have been some concerns regarding sub surface plantings and the associated irrigation systems they will require, and the moisture component adversely affecting the adobe walls. We are still working to find a solution to meet the shade requirement. The other component is the visual impact of the building from the street, and we would not want to take some of that away, especially since it will be restored.
- 11. **Question** You mentioned the open/plaza space requirement. Are you allowed to consider the improvements made within the Right-of-way toward that amount?
 - a. Response Per our calculations tonight, we are not counting that area. We are showing improvements being made to meet the Interim Streetscape Standards

Policy but we will be working with City Staff to determine what extent we may count some of those improvements toward the calculation. Because of the immediate proximity to Viente de Agosto park, we don't feel this request will negatively impact the residents of the development or the general public.

- 12. **Question** You mentioned there will be 75 units in the mid-rise building, but only 29 spaces. Where do you plan on rest of the people parking?
 - a. Response –FSL has done quite a bit of research and have actually found only about a third of their residents actually require a space to park a vehicle. This is also a downtown area, so the idea is there are plenty of alternative transportation offerings that can provide options to residents. It is on the Streetcar line, bus line, and is convenient for cycling and walking. Downtown projects are now moving toward the separation of living and parking. Meaning parking is an extra option from living space rent. This project also is in close proximity to the private La Placita Garage, which offers another private venue for future residents if parking is desired.
- 13. Question Are you planning on applying for Federal Historic Grant funding?
 - a. Response Not at this time. Due to the timing of the submittals, we are not exploring any federal funding options.
- 14. **Question** Is there any way to soften up the stairwell and elevator to blend in with the existing Marist architecture? The glass and steel are very contrasting, especially with the remaining structure and complex as it's back drop.
 - a. Response The State Historic Preservation office will ask us to have any new structures to be modern, to highlight Historic structure through the contrast. It is difficult to match the historic style with new elements and designs. We made an effort to try and meet in the middle, but judging from the reaction, we will see if there are other options we can implement to soften that external structure. I will say, that the State Historic office will ask us to make it more modern when we meet with them again.
- 15. **Comment** I think we are all in agreement that this is a great project, and a long time coming, the Marist is very special and it will be great to have it restored.
- 16. **Question** What about the condition of the Marist? Are any measures being taken to ensure that it does not get any worse between now and when you are able to actually break ground?
 - Response At this time the Diocese is still in control of the site, and will be until the funding is approved and the construction documents are completed – which could be 12-14 months out. It is our understanding that the Diocese will continue to provide maintenance as it has in the past, but there will be no further major maintenance projects performed on the site to our knowledge.
- 17. **Question** What if you are unable to receive funding, will the project die and FSL will go away?
 - a. Response No. First, we think we have a very good shot to meet much of the criteria, and believe we will score high because of the location of these projects.

We will be securing the Diocese office building and taking control in January of 2016, so if we are unable to secure the financing this year, we will try again the following year.

24) **Closing –** Mr. Poster, Mr. Mirto, and Mr. Stuart thanked everyone for coming, encouraged those to sign the sign-in sheet if they had not already done so, and closed the neighborhood meeting.



November 3, 2015

The City of Tucson Planning and Engineering Department 201 North Stone Avenue Tucson, Arizona 85701

RE: Marist College

Dear City of Tucson:

This shall serve as an authorization letter that will allow Cypress Civil Development to act as an authorized agent and submit the Development Plan and Infill Incentive District documents for the above referenced project.

Please feel free to contact me should you have any questions.

Sincerely,

John Barraclough Foundation for Senior Living 602-285-1800, ext. 139 jbarraclough@fsl.org