



MEMORANDUM

DATE: April 23, 2007
For May 10, 2007 Hearing

TO: Peter M. Gavin
Zoning Examiner

FROM: Ernie Duarte
Development Services Director

SUBJECT: REZONING – DEVELOPMENT SERVICES DEPARTMENT REPORT
C9-07-08 Stetson-Lohman – Brown Street, SR to RX-1 (Ward 2)

Issue – This is a request by Jerry and Emily Stetson, on behalf of the property owners, Richard and Georgie Lohman, to rezone approximately 2.66 acres from SR to RX-1 zoning. The rezoning site is located on the west side of Brown Street, south of Broadway (see Case Location Map). The preliminary development plan proposes splitting an existing lot into two lots for the purpose of constructing a single-family residence on the new northern lot and maintaining the existing residence on the southern portion of the lot.

Development Services Department Recommendation – The Development Services Department recommends approval of RX-1 zoning, subject to the attached preliminary conditions.

Background Information

Existing Land Use: Single-family Residence

Surrounding Zones and Land Uses:

North: Zoned SR; (authorized RX-1); Single-family Residence

South: Zoned RX-1; Single-family Residence

East: Zoned SR; Single Family Residence

West: Zoned SR; Single-family Residence

Previous Cases on the Property: None.

Related Cases:

C9-06-06 Brett – Brown Street, SR to RX-1 This was a rezoning request for 2.54 acres located on the west side of Brown Street, approximately 300 feet south of Broadway Boulevard to create two separate parcels and to construct a new residence on the northern lot. On June 20, 2006, Mayor and Council authorized the rezoning. This case is pending.

Applicant's Request – The applicants propose to split an existing 2.66 acre property into two parcels. The property is currently developed with a single-family residence and garage on the south side of the existing lot. The applicants propose to create two separate parcels and to construct a new residence on the northern lot.

Planning Considerations - The *Pantano East Area Plan* and the *General Plan* provide land use policy direction for this area. *Plan* policies promote residential in-fill development that is sensitive and complementary to adjacent land uses. The proposed residence should be architecturally compatible with surrounding residences by incorporating design elements such as the scale and massing of the structure, roof type, and building materials and colors. Use of prevailing setbacks and similar building orientation are also appropriate for the new structure.

The site is an irregularly shaped parcel located on the west side of Brown Street, south of Broadway Boulevard. The site is currently developed with an existing single-family residence. Properties to the south, east and west are currently zoned SR with single-family residences and to the north there is a proposed rezoning for SR to RX-1 for the purpose of splitting that lot for another single family residence to be constructed on the northern lot. Vehicular access to the rezoning site is proposed from Brown Street identified as a local street on the *Major Streets and Routes (MS&R) Plan* map. Broadway Boulevard is located approximately 525 feet north of the site and is identified as an arterial roadway with a future right-of-way of 120 feet. The Pima Association of Governments - Transportation Planning Division (PAG-TPD) estimates that the proposed development will generate ten vehicle trips per day. Field inspection by staff indicates there are currently no billboards on the rezoning site.

Design Considerations

Land Use Compatibility – The preliminary development plan (PDP) indicates the proposed residence will be located at the center of the new lot, approximately 62 feet from the northwest property boundary. New construction will be single story, approximately 18 feet in height and 3,274 square feet. The proposed access to the new lot is shown on the southeast side of the proposed residence, extending southwest for approximately 143 feet before turning northwest to the new residence.

Zoning: The lot as it currently exists, is legal non-conforming for zoning purposes due to the current lot size. The minimum lot size for a SR zoned property is 3.3 acres. The subject property is comprised of 2.66 acres. This area was annexed by the City in 1977. The lot was considered non-conforming at time of annexation. Splitting the lot into two (1.16 and 1.50-acre) lots and rezoning both parcels to RX-1 will bring the properties into compliance with current *Land Use Code (LUC)* requirements for minimum lot size.

Conclusion – The applicants' request is in substantial compliance with the *Pantano East Area Plan* and the *General Plan*. Approval of the requested RX-1 zoning is appropriate, subject to compliance with the attached preliminary conditions.

Preliminary Conditions

1. A site plan in substantial compliance with the preliminary development plan dated February 26, 2007, and the Design Compatibility Report, is to be submitted and approved in accordance with Section 4.1.1. of the *Land Use Code*.
2. The property owner shall execute and record an “agreement to waive any claims against the City” form, approved by the City Attorney, in conformance with A.R.S. 12-1134(I).
3. New residential structures shall be a maximum of 18 feet in height.
4. Residential structures, excluding accessory buildings, shall be designed to have “five-sided” architecture. Building facades at rear and side are to be designed with attention to architectural character and detail comparable to the front facade, including but not limited to, comparable color palette, rooflines, and materials similar to surrounding residential units. Dimensioned elevation drawings are to be submitted as a part of the development plan submittal.
5. All walls visible from a public right-of-way and/or adjacent to existing residential development, are to be graffiti-resistant and incorporate one (1) or more visually appealing design treatments, such as the use of two (2) or more decorative materials like stucco, tile, stone, or brick; a visually interesting design on the wall surface; varied wall alignments, (jog, curve, notch, setback, etc.); and/or trees and shrubs in voids created by the wall variations.
6. Six (6) inch wide fence block or greater shall be used for perimeter walls.
7. Historic or prehistoric features or artifacts discovered during future ground disturbing activities should be reported to the City of Tucson Archaeologist. Pursuant to A.R.S. 41-865 the discovery of human remains and associated objects found on private lands in Arizona must be reported to the Director of Arizona State Museum.
8. Any relocation, modification, etc., of existing utilities and/or public improvements necessitated by the proposed development shall be at no expense to the public.
9. “Safe by Design” concepts shall be incorporated in the subdivision plat for review by the Tucson Police Department.
10. Five years are allowed from the date of initial authorization to implement and effectuate all Code requirements and conditions of rezoning.

Preliminary Conditions

AGREEMENT TO WAIVE ANY CLAIMS
AGAINST THE CITY FOR ZONING AMENDMENT

[Note: The final form of this waiver shall be provided by the City Attorney at the time a rezoning ordinance is presented to the Mayor and Council.]

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

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

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

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

This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. The Owner has had the opportunity to consult with an attorney of the Owner's choice prior to entering this

Preliminary Conditions

Agreement and enters it fully understanding that the Owner is waiving the rights and remedies as set forth herein.

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

The Owner warrants and represents that the person or persons listed herein as the Owner is/are the owner in fee title of the Property. The Owner further agrees to indemnify and hold the City of Tucson, its officers, employees and agents harmless from any and all claims, causes of action, demands, losses, costs and expenses based upon an alleged reduction of value of the Property as a result of the City's action in Case *****.

Dated this _____ day of _____, 20____.

OWNER

City of Tucson, an Arizona municipal corporation

By: _____

By: _____

Notarized

Attest

City Clerk

This Agreement has been approved as to form by the City Attorney.