

MEMORANDUM OF UNDERSTANDING BETWEEN
UNIVERSITY OF ARIZONA
RINCON HEIGHTS NEIGHBORHOOD ASSOCIATION
CITY OF TUCSON

COPY

This Memorandum of Understanding ("MOU") reflects the mutual intention and understanding of the Arizona Board of Regents, a body corporate, for and on behalf of The University of Arizona ("University"), Rincon Heights Neighborhood Association, a non-profit corporation ("RHNA"), and the City of Tucson, a municipal corporation ("City") regarding planning for and expansion of the main campus of the University in the area bounded by Sixth Street, Park Avenue, Broadway and Campbell Avenue in Tucson.

1. Spirit of Agreement. This Memorandum is the result of a Joint Planning Process initiated by the University, RHNA and the City in an attempt to resolve longstanding conflicts over issues of land use and university expansion. Each party recognizes that the University, as an instrumentality of the State of Arizona, has a public responsibility and mission to provide education, research and public service for the benefit of the entire State; that the City has a public responsibility to develop and maintain a general plan for land uses and development and to provide public services to its residents; that RHNA exists and has been formed to protect and enhance the neighborhood. Participants in the joint planning process have a direct and important stake in stabilizing and improving the residential character of the neighborhood south of the University. The primary purpose of this Memorandum of Understanding is to promote better relations between the parties, to establish a clear and accepted boundary for University campus development, to recognize the legitimacy of University development within that boundary, and to establish guidelines for mitigating the impact of that development on the adjacent neighborhood. It is the intention of the parties that this Memorandum of Understanding shall be construed reasonably in support of its history and purposes, and shall not be construed narrowly or technically to secure undue advantage for any party.

2. Effective Date. This Memorandum of Understanding, and the actions of the parties it contemplates, shall become effective upon formal approval of its terms by the Arizona Board of Regents, the board of directors of RHNA, and the Tucson City Council, with each such party taking the actions described in paragraphs 2 through 4 below. The parties shall work diligently to secure such approval. If such approval is not obtained by all parties on or before April 1, 1996, then neither this Memorandum of Understanding nor any of the actions it contemplates, shall be of any force or effect whatsoever.

3. Actions of University. The University shall (a) secure approval of this Agreement by the Arizona Board of Regents; (b)

amend its University Planning Area by adopting the boundaries shown on Exhibit MOU-1 attached; (c) adopt Planning Policies for the South Campus Area Plan as set forth in Exhibit MOU-2, attached; (d) support and work for approval of modification of the City of Tucson University Area Plan consistent with the University's South Campus Area Plan as set forth in Exhibits MOU-1 and MOU-2, including but not limited to sending authorized representatives to speak for the University in support thereof at meetings of the Tucson City Council; and (e) mail notices of the revised University Planning Area boundary south of Sixth Street to all licensed real estate brokers in Pima County.

4. Actions of RHNA. RHNA shall (a) secure the endorsement and formal approval by its board of directors of this Memorandum of Understanding and the University's South Campus Area Plan as set forth in Exhibits MOU-1 and MOU-2; (b) formally modify the Rincon Heights neighborhood boundaries to exclude any areas within the boundaries of the South Campus Area Plan as defined in Exhibit MOU-1; (c) support and work for approval of modification of the City of Tucson University Area Plan consistent with the University's South Campus Area Plan as set forth in Exhibits MOU-1 and MOU-2, including but not limited to sending authorized representatives to speak for RHNA in support thereof at meetings of the Arizona Board of Regents and the Tucson City Council. Notwithstanding the modification of neighborhood boundaries, it is understood that property owners and residents within the revised University planning boundaries south of Sixth Street shall continue to be eligible for membership in RHNA, and that RHNA may continue to advocate the interests of such persons with respect to issues of University compliance with this Memorandum of Understanding and the Planning Policies it contemplates.

5. Actions of City. The City shall (a) secure approval of this Memorandum of Understanding by the City Council; (b) make such modifications of the City of Tucson University Area Plan as are necessary and appropriate to reflect the boundary and land use changes in the University's South Campus Area Plan as set forth in Exhibits MOU-1 and MOU-2; and (c) cause its Citizens and Neighborhood Services Office to recognize the changes in University Planning Area and Neighborhood boundaries contemplated by this Memorandum of Understanding. Such actions by the City shall not be construed to deprive property owners of their rights with respect to improvement of their properties or requests for rezoning.

6. Land Use and Development Guidelines. RHNA will not object to any University property acquisition or development project that meets the land use and development guidelines set forth in Exhibit MOU-2. RHNA reserves the right to object to property acquisitions and development projects that are not consistent with these land use and development guidelines. This Memorandum does not imply consent by RHNA to any actions of

Tucson Unified School District concerning the Mansfeld Middle School expansion project, including but not limited to any proposed expansion south of the existing TUSD facility (Mansfeld Middle School) down to Eighth Street.

7. Seventh Street Right-of-Way. The parties shall cooperate to reduce the width of the Seventh Street right-of-way between Park Avenue and Santa Rita Avenue, and between Cherry Avenue and Martin Avenue, to provide for a paved area, measured from the existing south curblin, of 24 feet, in order to discourage through traffic, if recommended by the City Engineer and included as a recommendation of the University Area Circulation Study. The reduction shall occur when the full frontage of a two-block segment is acquired by the University. Sidewalks and other buffering, as indicated in Exhibit MOU-2, may be installed within the portion of the right-of-way north of the new curblin. The City shall prohibit parking on the north side of those segments of Seventh Street.

8. Future Actions. The parties shall attempt in good faith to reach mutual agreement for the following future actions:

(A) A mutually acceptable grant application to the U.S. Department of Housing and Urban Development to support plan implementation including the following elements -- commercial redevelopment, neighborhood stabilization and revitalization and crime reduction. The parties shall seek the participation of Pie Allen Neighborhood Association, Sixth Street Merchants Association, and Tucson Unified School District in such grant process.

(B) The parties shall work together to promote, with the participation of the Sixth Street Merchants Association, and other affected organizations, in, a commercial redevelopment project in the vicinity of Sixth Street, with preference for a site or sites fronting on Sixth Street. It is understood that such a project is dependent, among other things, on financial feasibility.

(C) The City and RHNA shall develop and implement programs for the stabilization and improvement of the portion of the subject area outside the amended University Planning Area boundaries as a residential neighborhood.

The parties recognize that these future actions are contingent upon future negotiations, and upon the actions of other parties; failure to reach agreement, to obtain a grant, or to consummate a project shall not invalidate this Memorandum of Understanding.

9. Scope of Understanding.

(A) Each party agrees that it shall support actions of each other party that are consistent with this Memorandum of Understanding, and upon request of another party shall state such support in writing.

(B) Joinder in and ratification of this Memorandum of Understanding shall not imply concurrence of a party in any matter not covered by this Memorandum of Understanding.

(C) If a party believes that another party has violated this Memorandum of Understanding, it shall contact the designated representative of the other party to discuss the issue. The parties shall attempt in good faith to resolve the question and, if no agreement is reached, shall participate in mediation by a mutually agreeable third party.

(D) In the event of a material violation of this Memorandum of Understanding, the non-violating parties shall be relieved of their obligations hereunder. Violation of this Memorandum of Understanding shall not give any person or entity, whether or not a party to this Memorandum of Understanding, a right to damages, injunctions, or other judicial remedies.

(E) References in supporting documents to land uses north of Sixth Street are included for contextual purposes only and are not elements of the South Campus Area Plan and are not subject to the terms of this Memorandum of Understanding.

10. Modifications. At any time while this Memorandum is in effect, any party may request modifications. Any modification must be ratified by all parties, and all provisions not explicitly modified will remain in effect.

UNIVERSITY:

ARIZONA BOARD OF REGENTS, a body
corporate, for and on behalf of The
University of Arizona

By J. M. Kleespis

Name: Jeanne M. Kleespis

Title Contracting Officer

Date: 4/4/96

RHNA:

RINCON HEIGHTS NEIGHBORHOOD
ASSOCIATION, an Arizona non-profit
corporation

By Joseph L. Esposito

Name: Joseph L. Esposito

Title: RHNA Joint Planning Representative

Date: 3-4-96

CITY:

CITY OF TUCSON, a municipal
corporation

By *George Miller*

Name: George Miller
Title: Mayor, City of Tucson
Date: March 12, 1996

Attachments:

- Exhibit MOU-1 -- Map of Revised University Planning Area
Boundary South of Sixth Street
- Exhibit MOU-2 -- Planning Policies for the South Campus Area
Plan

ADDENDUM

The following terms are added to and form a part of the Memorandum of Understanding between The University of Arizona, the Rincon Heights Neighborhood Association and the City of Tucson:

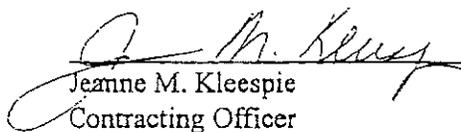
1. NON-DISCRIMINATION

The Parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

2. CONFLICT OF INTEREST

This agreement is subject to Arizona Revised Statute 38-511 regarding Conflict of Interest.

ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA



Jeanne M. Kleespie
Contracting Officer

Date: 4/4/96

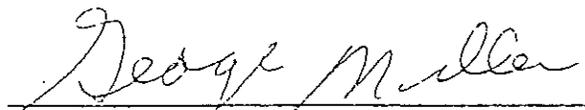
RINCON HEIGHTS NEIGHBORHOOD
ASSOCIATION



Joseph L. Esposito
RHNA Joint Planning Representative

Date: 4-3-96

CITY OF TUCSON

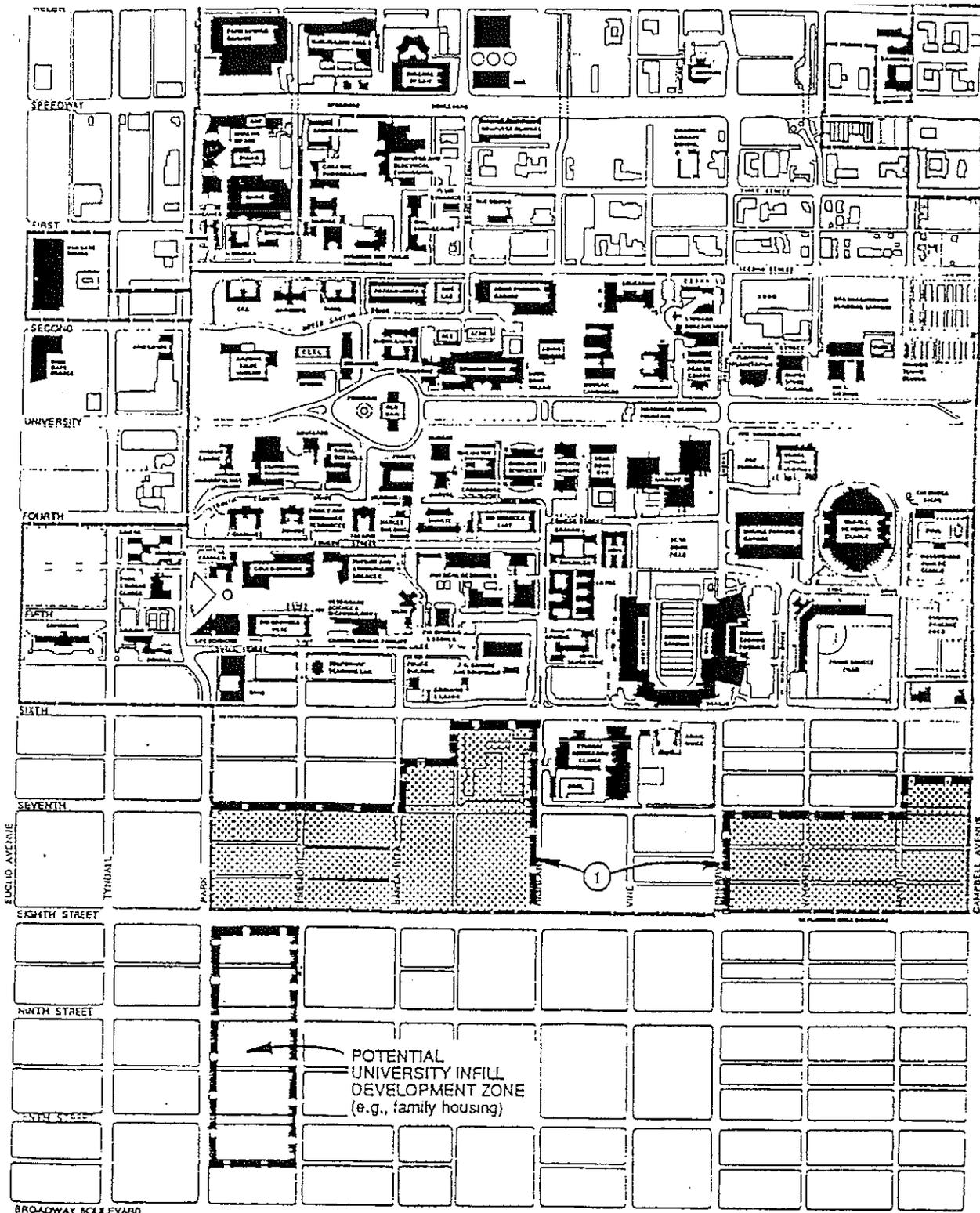


George Miller
Mayor, City of Tucson

Date: _____

EXHIBIT MOU - 1

MAP - BOUNDARY



- EXISTING UNIVERSITY PLANNING AREA BOUNDARY
- █ PROPOSED REALIGNMENT TO PLANNING AREA BOUNDARY
- ▭ AREAS PROPOSED TO BE WITHDRAWN
- ① REVISED RINCON HEIGHTS NEIGHBORHOOD BOUNDARY TO REFLECT SAME

PROPOSED BOUNDARY REALIGNMENT

EXHIBIT MOU - 2

PLANNING POLICIES FOR SOUTH
CAMPUS AREA PLAN

PLANNING POLICIES FOR SOUTH CAMPUS AREA PLAN
(South of Sixth Street)

The following policies supplement and amend the land use and acquisition policies set forth in the Comprehensive Campus Plan, as amended, with respect to the portion of the University Planning District located south of Sixth Street. They do not affect such policies with respect to any other portion of the University Planning District.

1. Boundaries. The boundaries of the University Planning District shall be amended as shown on Exhibit PP-1, attached.

2. Land Uses. Development by the University (including projects involving third parties participating on behalf of or in cooperation with the University) within the revised planning boundaries shall reflect the land uses shown on Exhibit PP-2, attached. Accessory uses are permitted (e.g., snack bar in a classroom building, laundry room in family housing complex).

3. Eighth Street Frontage. The following special provisions shall apply to lots facing on the north side of Eighth Street, between Highland Avenue and Cherry Avenue:

(A) The University shall not initiate acquisition from any person who was an owner-occupant as of January 1, 1996, or from the surviving spouse of such a person.

(B) Houses acquired by the University will be retained and a majority shall be used for University residential purposes (e.g., visiting faculty, graduate students or guests of the University); if there is insufficient demand for those purposes, the remaining structures will be retained and used to house small University offices similar to those in the Mountain/Mabel project, to remain compatible with residential character.

(C) Vacant parcels (including potential abandonment of Vine Avenue right-of-way), if acquired by the University, will be developed with University structures consistent with neighborhood scale and architecture, subject to use restrictions set forth under (B) above, or will be used for neighborhood-accessible open space, or will be made available for private-sector development under applicable City of Tucson zoning rules.

4. Relocation Assistance. The University recognizes its obligations under A.R.S. § 11-961 through 11-974 to provide relocation assistance to homeowners and tenants displaced by University property acquisitions.

5. Acquisitions: Owner-initiated. The University will continue to be able to make owner-initiated acquisitions of residential property.

6. Acquisitions: Residential. The University will not initiate purchase of a residence until either (a) an assured funding source has been identified for a University project to be developed on that site, or (b) it is subject to acquisition under paragraph 7 below.

7. Acquisition Zones. To the extent practicable, University-initiated purchases of real property will be made on a concentrated acquisition basis targeted at specific blocks or designated areas. Subject to availability of funds, and to paragraph 3(A) above, in the event the University acquires more than 60% of the residential frontage of a block on a given street, as determined by mailing address, the University shall offer to purchase the remaining residential properties on that block fronting on that street.

8. Acquisitions: Process. In University-initiated purchases, the University will (a) initiate contact with property owners concerning their possible interest in selling properties to the University; (b) coordinate efforts required to conduct a professional appraisal of such properties for the University or multiple professional appraisals for the University and the property owner; (c) if necessary, negotiate within the range of two independently determined appraisals; (d) participate in discussions with the property owner to negotiate a purchase; (e) prepare documents required to consummate purchase; and (f) obtain Board of Regents approval of purchase. The University will not initiate condemnation of any property without prior permission from the Board of Regents.

9. Divestiture of Outside Properties. The University shall divest itself of all property located in the area bounded by Campbell Avenue, Broadway, Park Avenue, and the revised Planning District boundary as set forth herein, except for the property fronting on Eighth Street between Park Avenue and Fremont Avenue presently owned by the University.

(A) The University will determine if any of the property to be divested is sufficiently comparable to parcels within the revised Planning District boundary to justify proposing an exchange.

(B) Single family residences may be listed for sale with a multiple-listing broker, with copies of the listings being provided to all residents within the revised boundary, or may be disposed of by auction in accordance with Board of Regents policies and in accordance with paragraph (C) below. The University shall inform RHNA of the location of properties to be divested and the proposed method of divestiture.

(C) Other properties will be posted with signs indicating availability by auction; auctions in accordance with

Board of Regents policies will be initiated upon receipt of bona fide offers.

(D) The University will not make any sales that are contingent upon rezoning.

10. Development Impact Review. The University will conduct, and make publicly available through the Citizens Planning Advisory Committee (CPAC) process, or similar review process, a development impact review for each new development project in the South Campus Area. Such review shall include, but not be limited to, air quality, traffic, parking, building height, crime prevention, water usage, historic preservation, light, hazardous materials, explosives, special wastes, bio wastes, bio hazards, noise and visual quality, and may also include such other impacts as the University deems appropriate. Other parties may identify issues they wish to have studied, and the University, after consultation with CPAC, will determine whether such a study is appropriate or necessary. Where the project impact is included within a wider study of University activity (e.g., campus-wide traffic or water use plan), the development impact review will not require a separate study. The CPAC for a project will be formed when an assured funding source has been identified for that project.

11. Demolition. The University will not demolish residential properties fronting on Sixth, Seventh or Eighth Streets that are not contiguous to a University use. This restriction does not apply to accessory structures, to lots fronting on alleys, or to lots fronting on north-south avenues. This paragraph does not preclude the University establishing new projects which are not contiguous to University uses, or from demolishing structures for such new projects. The foregoing restrictions on demolition do not apply to structures that are safety hazards.

12. Infill Development Zone. In the block bounded by Park Avenue, Ninth Street, Fremont Avenue, and Eighth Street, the University will not initiate acquisition from any person who was an owner-occupant as of January 1, 1996, or from the surviving spouse of such a person.

Attachments:

- Exhibit PP-1 -- Map of Revised Planning Boundaries
- Exhibit PP-2 -- Land Use Concept Plan

SOUTH CAMPUS AREA PLAN

Southwest Precinct: General Land Use and Development Guidelines

Revision Dated February 14, 1996

1. Academic / Research / Office Space

- Long-term University development on the south side of Sixth Street between Mountain and Park Avenues - approximately 500,000 gsf (30% site building coverage). Uses to include academic, research, and office space.
- The greater site building coverage and development density north of Sixth Street to be reduced south of Sixth Street to transition to neighborhood residential use south of Seventh Street.
- Building heights not to exceed four stories above grade along Sixth Street frontage, and two stories above grade for building elements fronting along Seventh Street and Park Avenue.

2. Campus Edge / Neighborhood Landscape Buffer

- 20' wide layered landscape buffer along the north Seventh Street and east Park Avenue frontages.
- Primary pedestrian and bicycle access to the campus north of Sixth Street via Fremont and Highland Avenues.

3. Proposed Enhancements to Sixth Street & Highland Avenue

- Street trees and sidewalk amenities to enhance southwest precinct.
- Develop safe at-grade crossings for pedestrians and bicyclists.

SOUTH CAMPUS AREA PLAN

Southeast Precinct: General Land Use and Development Guidelines

Revision Dated February 14, 1996

5. **Student Recreation Center**
 - 131,000 gsf building with swimming pool (existing).

6. **Student Recreation Center Addition**
 - Approximate 40,000 sf building footprint for long-term expansion of the Student Recreation Center.

7. **InterCollegiate Athletics Sports Venue**
 - Approximate 50,000 sf building footprint for a multi-purpose sports venue facility (4,000 seat capacity; gymnastics, volleyball, etc.).

8. **Parking Structure (South of Sixth Street)**
 - Approximate 120,000 sf building footprint with potential 20,000 sf street level commercial space (if supported by Commercial Market Study).
 - Up to a 1600+/- car parking capacity.
 - Not to exceed a maximum height of 4 levels above grade along Sixth Street in the event a non-parking ground floor use is incorporated within the structure, or 3 levels above grade if the ground floor is used for parking. Not to exceed three levels above grade along Seventh Street frontage. One parking level below grade shall be considered in all instances.
 - Primary vehicle ingress/egress proposed via Sixth Street; specific project and site design elements to be clarified as part of traffic circulation study and final project design.

9. Student Recreation Fields

- West Field - 6.8 acre multi-use turf field for intramural and club sports. Retain where feasible, residential structures along Eighth Street for University faculty/graduate student housing or office use.
- East Field - 3.7 acre multi-use turf field for intramural and club sports.
- Incorporate walking/jogging/exercise path to encircle and connect fields, if sufficient area is available to do so, the design of which will be subject to review by the CPAC or similar process.
- Consider locating outdoor seating and tables in landscaped perimeter to accommodate campus and neighborhood use.

10. Campus Edge / Neighborhood Landscape Buffer

- 20' wide layered landscape buffer along north Seventh Street frontage given availability of sufficient area. Street trees, low brick wall to define campus edge (similar to Mountain Avenue and Mabel Street), and large trees to screen field lighting.
- Open space amenities accessible to neighborhood residents.
- Primary pedestrian and bicycle access to the campus north of Sixth Street via Cherry and Highland Avenues.

11. Proposed Enhancements to Sixth Street & Highland Avenue

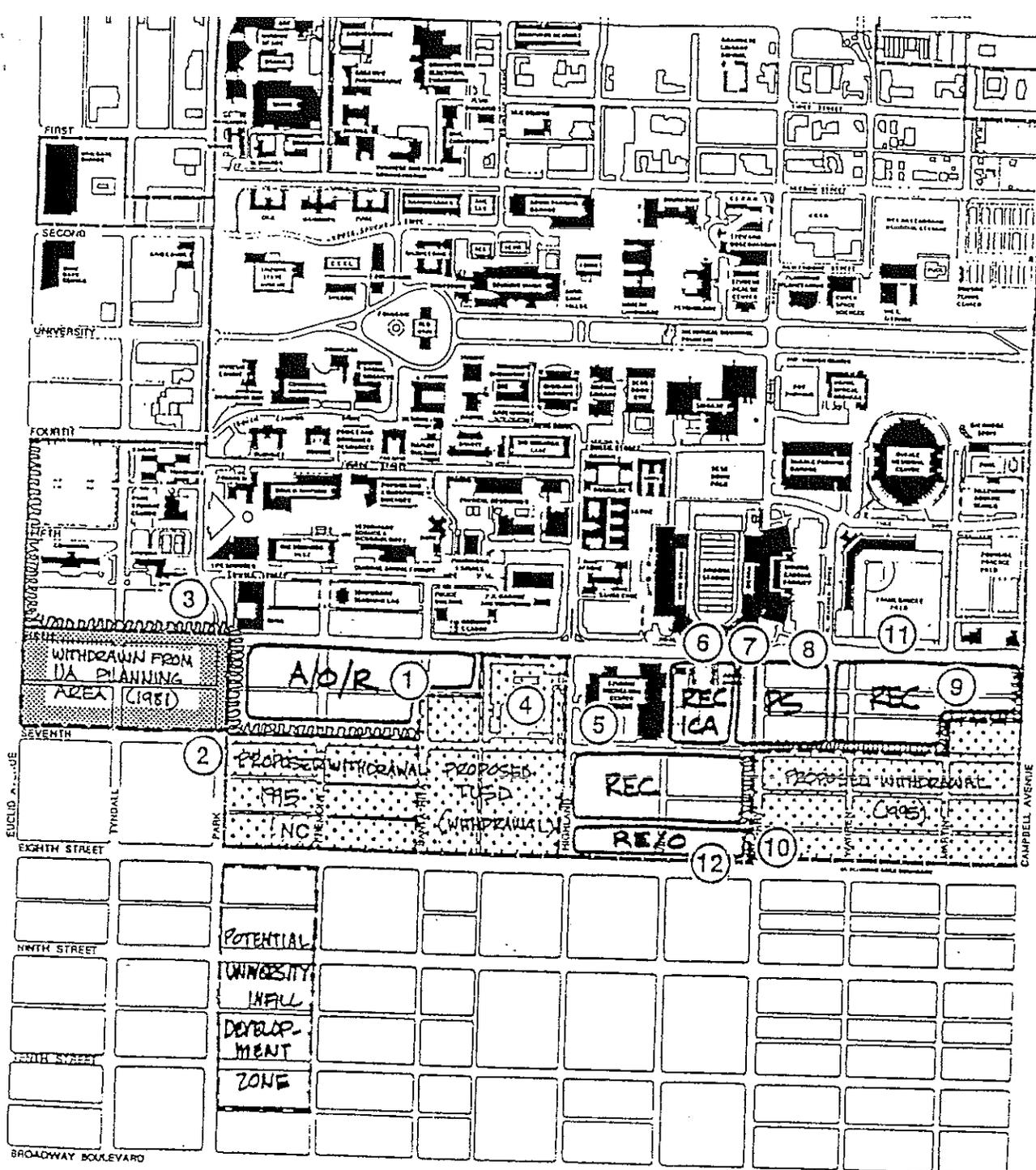
- Develop campus gateway at Sixth Street and Highland Avenue
- Discourage northbound Highland Avenue traffic into campus, and southbound Highland Avenue traffic into neighborhood residential areas south of Sixth Street.
- Street trees and sidewalk amenities to enhance sports / recreation precinct.
- Develop safe at-grade crossings for pedestrians and bicyclists.

12. Residential Structures on the North Side of Eighth Street:
Highland to Cherry Avenues

- Adaptively reuse structures for University faculty, graduate, and guest housing, or offices as alternative secondary use.

13. **Infill Development Zone - Addition to University Planning Area**

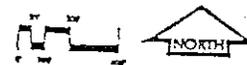
- The area bounded by Park and Fremont Avenues, and Eighth Street south to the alley immediately north of Broadway Boulevard, is designated as a University of Arizona infill development zone, and is included as an addition to the University Planning Area.
- Proposed uses include student family housing, related support services, and University office uses. Support service/office as transition-uses from the Broadway corridor north to University family student housing.
- New University housing development not to exceed three stories in height.



NOTE: Specific land use elements identified within the South Campus Area Plan may be adjusted or reconfigured based on project-specific siting or other planning studies.

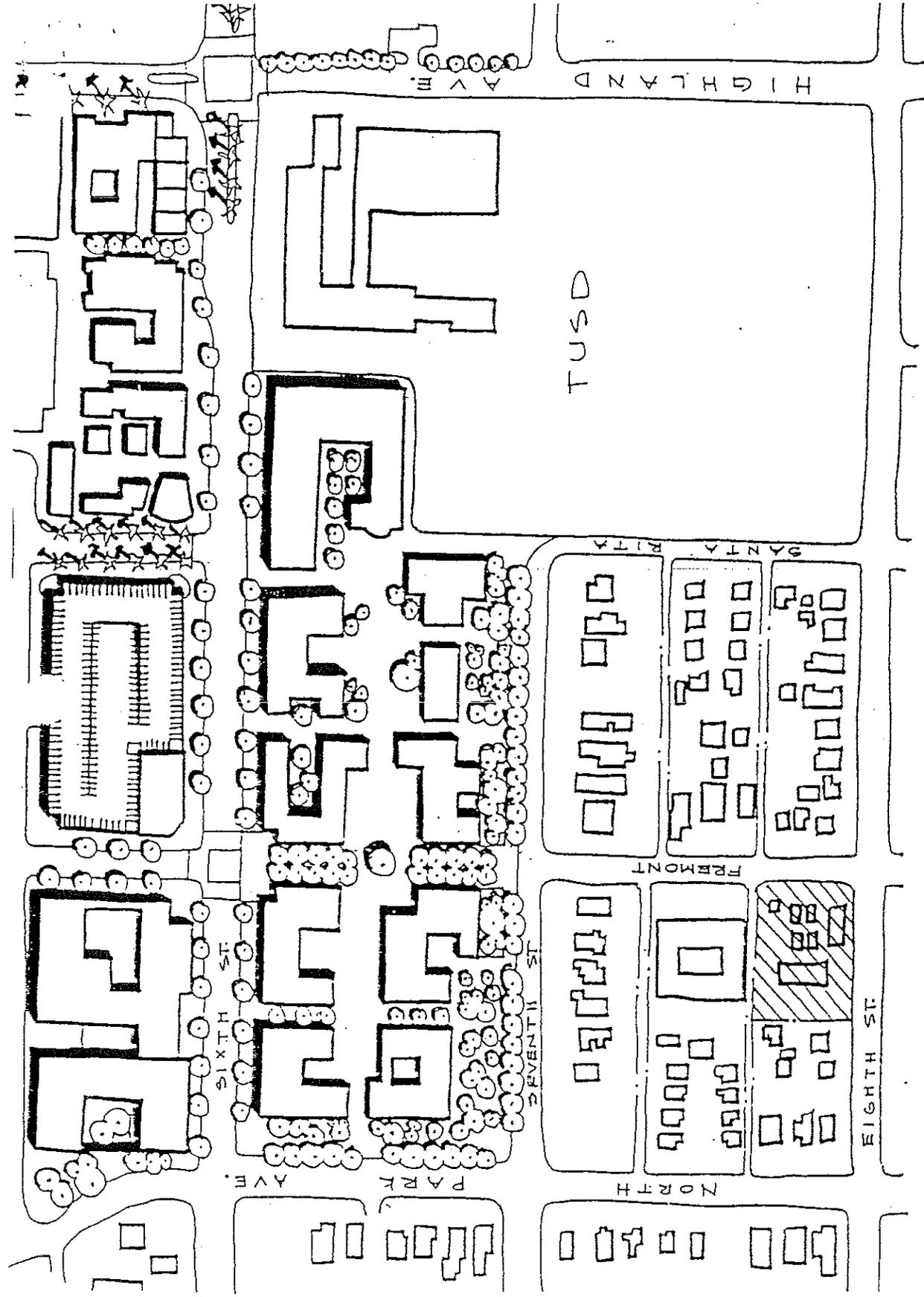
* e.g., family housing

- A - ACADEMIC
 - O - OFFICE
 - R - RESEARCH
 - RE/O - RESIDENTIAL/OFFICE
 - NC - NON-CONTIGUOUS PARCELS TO REMAIN IN UNIVERSITY OWNERSHIP AND USE
- Ⓜ - REFERENCE ASSOCIATED NOTES



SOUTH CAMPUS AREA PLAN

LAND USE & ZONING



SOUTHWEST PRECINCT

DEVELOPMENT CONCEPT - For illustrative purposes only. Not representative of a final project design.

The University of Arizona • Department of Campus & Facilities Planning • December 22, 1995

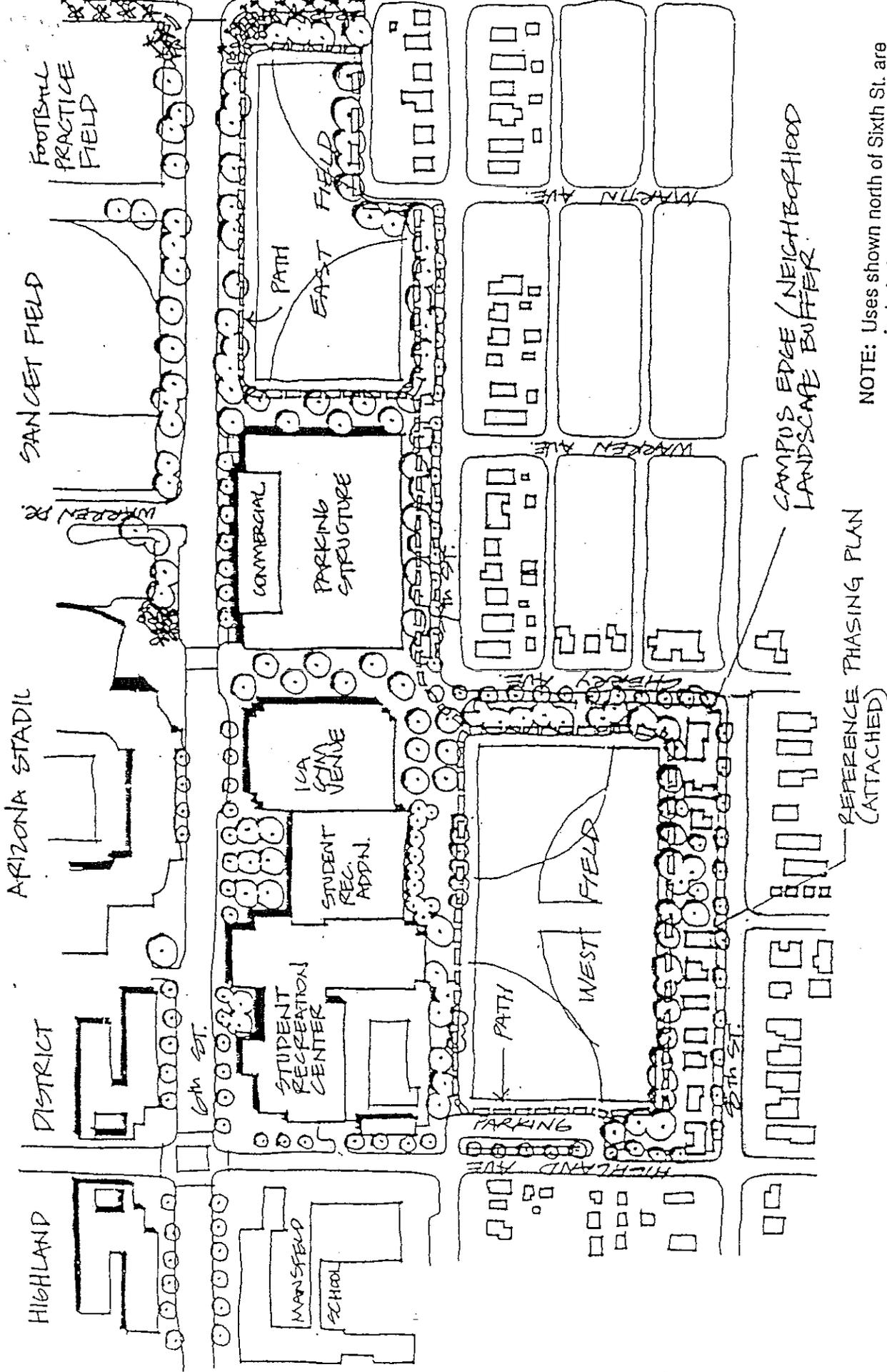
NOTE: Uses shown north of Sixth St. are included for contextual purposes only.



Non-contiguous parcels to remain in University ownership and use



NOR



NOTE: Uses shown north of Sixth St. are included for contextual purposes only.

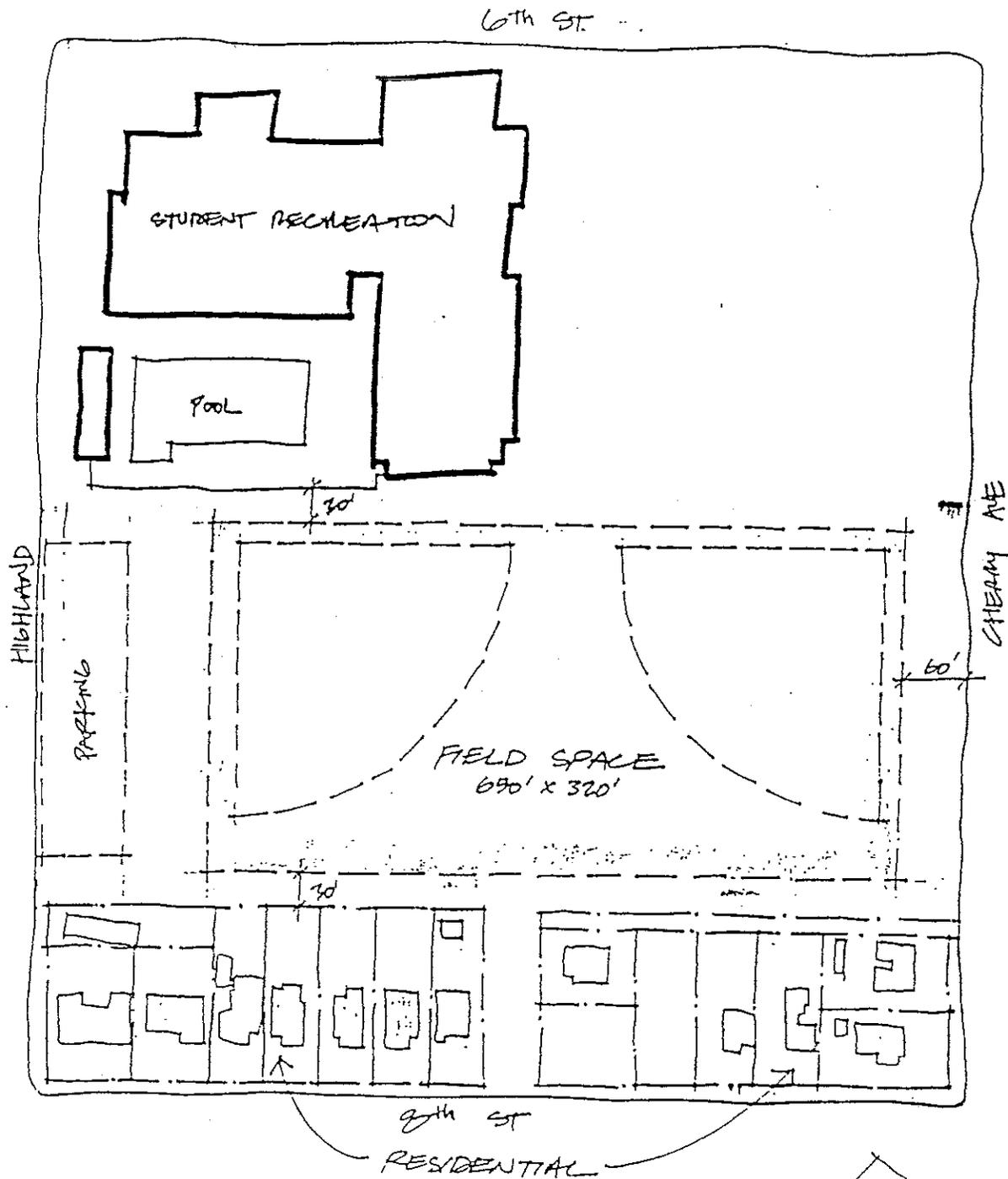


REFERENCE PHASING PLAN (ATTACHED)

SOUTHEAST PRECINCT

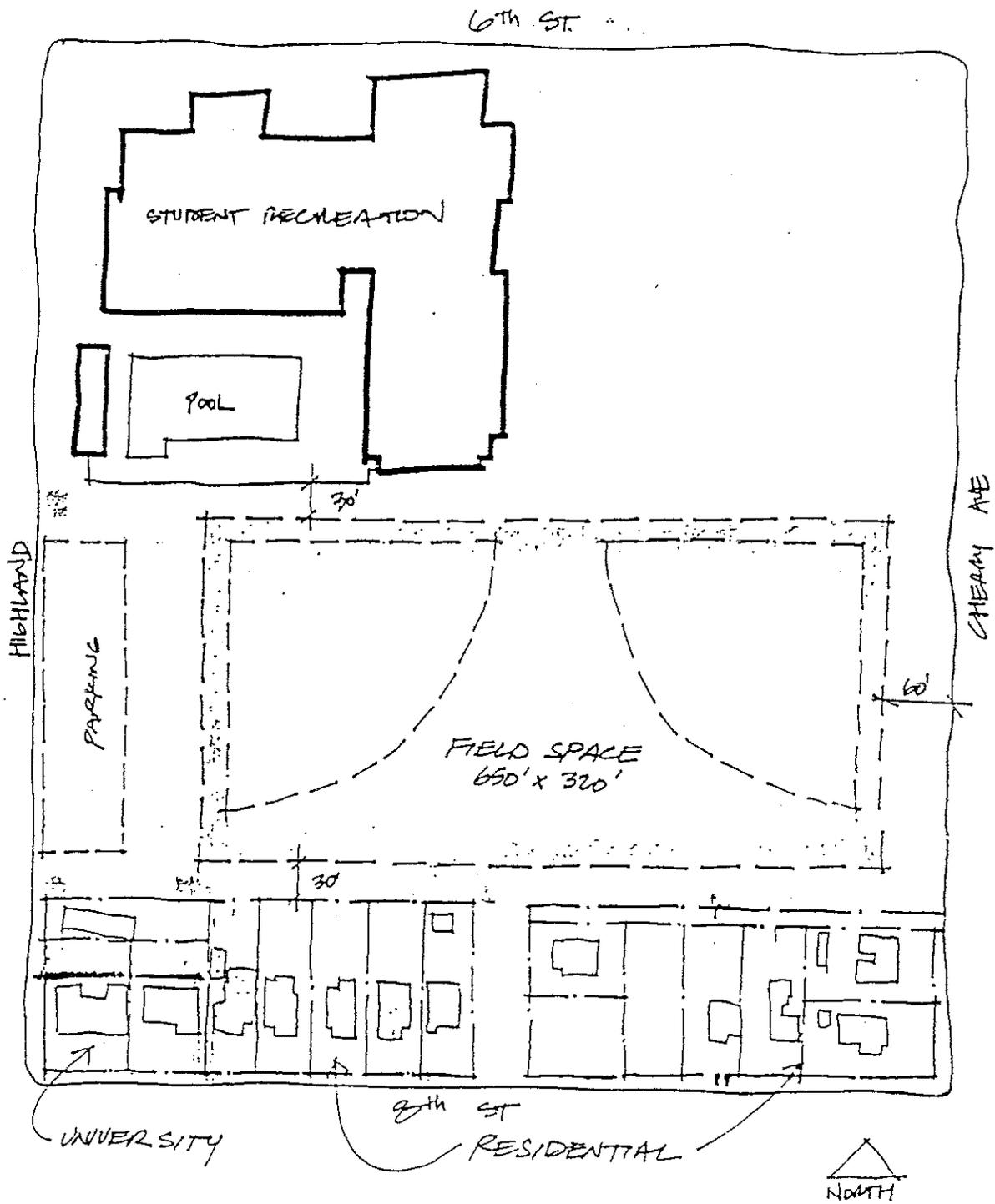
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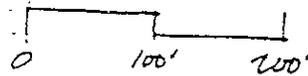
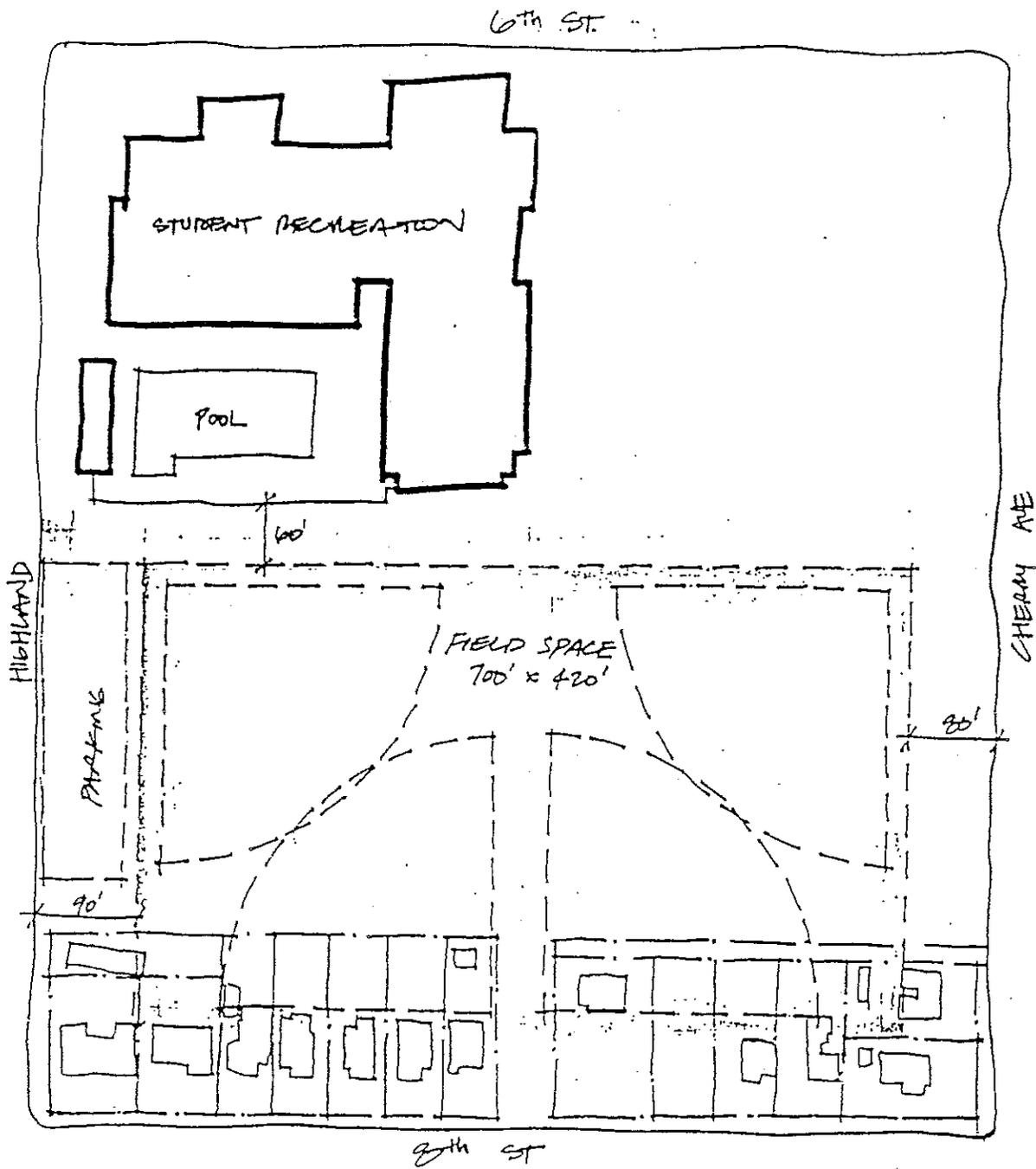
STUDENT RECREATION - WEST FIELD DEVELOPMENT CONCEPT

PHASE 1



STUDENT RECREATION - WEST FIELD DEVELOPMENT CONCEPT

PHASE 2



STUDENT RECREATION - WEST FIELD DEVELOPMENT CONCEPT
FULL BUILD