

**The Hub on Campus Flagstaff – Public Comment Summary**

Updated: 02/04/2016 at 12:00pm

<b>Total: 61</b>		<b>Opposed: 56</b>		<b>Support: 3</b>	<b>Neutral: 2</b>
<b>No.</b>	<b>Date</b>	<b>Name</b>	<b>Type</b>	<b>Comment(s)</b>	
1	06/17/2015	Eric Meeks	E-Mail	<b>Support</b> – Location, need, pedestrian environment	
2	06/17/2015	Jim Roberts	E-Mail	<b>Opposition</b> – Compatibility, sociological impacts	
3	06/17/2015	Chris Dennis	E-Mail	<b>Opposition</b> – Infrastructure, student behavior, neighborhood character	
4	06/18/2015	Jennifer Duis	E-Mail	<b>Opposition</b> – Compatibility, traffic, unsupportable retail, parking	
5	06/19/2015	Patrick Fleming	E-Mail	<b>Opposition</b> – Neighborhood character, traffic, infrastructure	
6	06/19/2015	Mike Hudnall	E-Mail	<b>Opposition</b> – Neighborhood character, traffic, infrastructure	
7	06/20/2015	Robyn Martin	Letter	<b>Opposition</b> – Parking, compatibility, aesthetics, location	
8	06/22/2015	Leslie Connell	E-Mail	<b>Opposition</b> – Compatibility, traffic, parking, neighborhood character	
9	06/22/2015	James Hasapis	E-Mail	<b>Opposition</b> – Compatibility, traffic, parking, neighborhood character	
10	06/22/2015	Kari Tuomisto	Letter	<b>Opposition</b> – Location, compatibility, views, shadow cast, traffic, neighborhood character	
11	06/22/2015	Sueanne Kubicek	Letter	<b>Opposition</b> – Compatibility, traffic, views	
12	06/30/2015	Carrie Cowger	Letter	<b>Opposition</b> – Building mass, compatibility, traffic, design	
13	07/02/2015	Albert and Rose Lopez	E-Mail	<b>Opposition</b> – Neighborhood character, parking, NAU’s problem, impact on tourism	
14	07/02/2015	Kathryn Peterson	Letter	<b>Opposition</b> – Compatibility, neighborhood character, NAU’s problem, student behavior	
15	07/08/2015	Laura and Art Enciso	Letter	<b>Opposition</b> – Compatibility, traffic, parking, student behavior, neighborhood history	
16	07/09/2015	James Cole	Letter	<b>Opposition</b> – Traffic, parking, compatibility	

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17	07/10/2015	Karen Applequist	E-Mail	<b>Opposition</b> – Neighborhood character, compatibility, traffic	
18	07/17/2015	Claudine Taillac	Letter	<b>Opposition</b> – Compatibility, traffic, neighborhood character, undesirable part of town for students	
19	07/17/2015	Marie Jones and Marvin Glotfelty	E-Mail	<b>Opposition</b> – Student housing, neighborhood character, compatibility, traffic, parking	
20	08/07/2015	Soraya Padilla	Letter	<b>Opposition</b> – Compatibility, traffic, other housing available to students, more appropriate in another location	
21	08/27/2015	Larry Czarnecki	Letter	<b>Opposition</b> – Density, traffic, scale	
22	12/21/2015	Andrew Gould	E-Mail	<b>Opposition</b> – Scale, neighborhood compatibility, moratorium on student housing development until plan is developed	
23	01/04/2016	Mimi Murov and Tom Brownold	Letter/E-Mail	<b>Opposition</b> – Neighborhood compatibility, traffic, parking, access, ice on Phoenix Avenue, catering to the needs of NAU, students, noise, conduct	
24	01/05/2016	Forest May	Letter	<b>Opposition</b> – Not in keeping with the area	
25	01/05/2016	Roberta Motter	E-Mail	<b>Opposition</b> – human congestion, traffic, parking, noise, design, viewscape	
26	01/05/2016	Karen Carswell	Letter	<b>Opposition</b> – Compatibility, scale, views, traffic, parking, pedestrians and bicycles crossing Butler, neighborhood character	
27	01/08/2016	Betsy and Tyler Hager	E-Mail	<b>Support</b> – Land use, relief for students	
28	01/08/2016	Ken Berkhoff	E-Mail	<b>Support</b> – Support for NAU	
29	01/10/2016	Duffie Westheimer	E-Mail	<b>Neutral</b> – Requesting additional information	

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30	01/11/2016	Ellen Ryan	E-Mail	<b>Opposition</b> – Location, density, traffic, parking, neighborhood character and compatibility	
31	01/11/2016	Richard Thorson	Letter	<b>Opposition</b> – Zoning change only benefits developer, neighborhood character, traffic, compatibility, don't "Phoenix" or "Tempe" Flagstaff, security, parking	
32	01/13/2016	Nat White	E-Mail	<b>Opposition</b> – Business deal between City and Developer, traffic, parking, demise of the neighborhood, complexity of transect zones, views, snow/ice	
33	01/13/2016	Joseph Walka	E-Mail	<b>Opposition</b> – Parking, traffic	
34	01/13/2016	Duffie Westheimer	E-Mail	<b>Opposition</b> – Bicycle ridership in the future, America's love of cars, parking, traffic, bicycle safety	
35	01/14/2016	Diana Thorson	E-Mail	<b>Opposition</b> – Impact to neighborhood, parking, impact on tourism, not for families, student conduct	
36	01/15/2016	Charlie Silver	E-Mail	<b>Neutral</b> – Requesting counts for comments in support and nonsupport	
37	01/15/2016	Mimi Murov	E-Mail	<b>Opposition</b> – Fire safety	
38	01/17/2016	Jerry Johnson	E-Mail	<b>Opposition</b> – Inappropriate, ruin of Downtown, parking, student housing belongs on campus	
39	01/18/2016	Victoria VanPuyvelde	E-Mail	<b>Opposition</b> – Decrease aesthetic value, neighborhood character	
40	01/18/2016	Rob Trathnigg	E-Mail	<b>Opposition</b> – Visual pollutant, parking, transect zoning not appropriate, does not comply with transect purpose	
41	01/20/2016	Leyah Huff	Letter	<b>Opposition</b> – Traffic, parking, neighborhood character	
42	01/26/2016	Walter Salas-Humara	E-Mail	<b>Opposition</b> – Architecture, use, type of retail, neighborhood character, traffic, parking, impact on rents	

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43	01/26/2016	Gisela Kluwin	E-Mail	<b>Opposition</b> – Scale, neighborhood compatibility, parking, traffic	
44	01/26/2016	Emily Ross	E-Mail	<b>Opposition</b> – Property values, size, location, traffic, parking	
45	01/26/2016	Janelle Gaun	E-Mail	<b>Opposition</b> – Property values, parking, aesthetics, density	
46	01/26/2016	Patrick Taylor	E-Mail	<b>Opposition</b> – Increased crime, student behavior, “for profit college town”	
47	01/27/2016	Kari Maurer	E-Mail	<b>Opposition</b> – Community compatibility, parking, density, aesthetics, property values	
48	01/28/2016	Richard Fernandez	E-Mail	<b>Opposition</b> – Location, density, parking, traffic, policing issues, size	
49	01/29/2016	Mary McKell	E-Mail	<b>Opposition</b> – Location, impact on neighborhood and Downtown	
50	01/29/2016	Marie Jones	E-Mail	<b>Opposition</b> – Does not meet intent of transect zoning, precedent setting, does not fit transect building types, use not appropriate in neighborhood, student behavior, project management, better for families not students, density	
51	01/29/2016	Nancy Branham	E-Mail	<b>Opposition</b> – Does not meet intent of transect zoning, unruly and illegal behavior of students, parking, traffic, open space does not benefit community, lease agreement only favorable to developer, neighborhood compatibility.	
52	01/29/2016	Duffie Westheimer	E-Mail	<b>Opposition</b> – Agreement with Marie Jones letter	
53	01/29/2016	Charlie Silver	E-Mail	<b>Opposition</b> – Agreement with Marie Jones letter	
54	01/30/2016	Patrice Giordano	E-Mail	<b>Opposition</b> – Agreement with Marie Jones letter	
55	01/31/2016	Rose Houk	E-Mail	<b>Opposition</b> – Agreement with Marie Jones letter	
56	02/01/2016	Juliana Bartlett	E-Mail	<b>Opposition</b> – Project jeopardizes history and sense of place, location, width of adjacent streets, no common sense	



## Brian Kulina

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**From:** Daniel Folke  
**Sent:** Wednesday, June 17, 2015 4:02 PM  
**To:** Brian Kulina  
**Cc:** Mark Sawyers  
**Subject:** Fwd: Mikes Pike....yikes!

Not sure if this is official public comment or not; but I believe it is appropriate to share with Core.

Sent from my iPhone

Begin forwarded message:

**From:** Karl Eberhard <[KEberhard@flagstaffaz.gov](mailto:KEberhard@flagstaffaz.gov)>  
**Date:** June 17, 2015 at 2:27:04 PM MST  
**To:** Daniel Folke <[DFolke@flagstaffaz.gov](mailto:DFolke@flagstaffaz.gov)>  
**Subject:** **FW: Mikes Pike....yikes!**

FYI

Karl Eberhard, AIA  
Community Design and Redevelopment Manager  
Historic Preservation Officer  
City of Flagstaff, Arizona  
(928) 213-2969  
[keberhard@flagstaffaz.gov](mailto:keberhard@flagstaffaz.gov)

By far, the most green building of all is an existing building.

See our place making website:

-----Original Message-----

**From:** Jim [<mailto:jimroberts@robertsjones.com>]  
**Sent:** Wednesday, June 17, 2015 2:08 PM  
**To:** Karl Eberhard  
**Subject:** Mikes Pike....yikes!

Hello Karl,

Hope you are doing well. I am sending you this note because an acquaintance of mine just showed me something of a redevelopment proposal for a large tract on Mikes Pike. I understand it is focused on the student housing market. I'm sure you are intimately familiar with it!

Anyway, I want you to know that I find this sort of "super-block" redevelopment to be totally inappropriate to the downtown Flagstaff context. I actually have my doubts that this sort of massive, homogenous solution is appropriate in any dynamic urban context. A look at the proposed footprint alone is enough to convince one that this sort of solution is clearly

incompatible with its context. I'm sure I don't need to mention to you about the historical significance of Mikes Pike and the potential it holds.

Adjustments to the IBC fire-resistive standards have made these massive, relatively inexpensive stick-built projects possible for developers. And they are rapidly becoming a blight on our cities. One can only imagine what these places will become ten or twenty years from now when their newness wears off! Having one of these at the Gateway to downtown Flagstaff is unthinkable.

I could go on and on about my environmental concerns with such a development, but I would also like to express a concern about the sociological implications of this approach to housing university students. Is this kind of homogenous, mass-living experience what we want to provide for NAU students? Let's wait and see how that monstrosity south of Whole Foods on Butler works out before we clone it!

I imagine I'm preaching to the choir here Karl, but I did want you to hear my views. If you feel it beneficial that I present my thoughts in a formal letter, to whomever, please let me know and I will get it done.

All the best,  
Jim

James A. Roberts, AIA  
Roberts/Jones Associates, Inc.

Sent from my iPhone

## Brian Kulina

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**From:** Christopher Dennis <cd424@nau.edu>  
**Sent:** Wednesday, June 17, 2015 5:24 PM  
**To:** Brian Kulina  
**Subject:** Southside Planned Student Housing

To Whom This May Concern-

As a student of NAU, I can fully understand the need for more student housing as the students are currently put into tight living quarters. However, this proposed community will do nothing to assist in this large on campus population. The local community cannot bear the strain of an ever-growing NAU population without having to restructure the infrastructure of this community (something we definitely cannot afford). This project will turn into another Grove debacle- a constant police presence, loud parties, etc. To approve this plan is to deny local Flagstaff citizens a right to affordable housing and to help strip away what makes Flagstaff so special. If that identity is lost, I don't know if I will be willing to stay in town and teach here and I am certain I'm not the only one who feels that way.

Chris Dennis

## Brian Kulina

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**From:** Jennifer Duis <duis015@gmail.com>  
**Sent:** Thursday, June 18, 2015 7:38 AM  
**To:** Brian Kulina  
**Subject:** Mike's Pike student housing proposal

Mr. Kulina,

While I held out some hope for this project I now agree with the Southside locals who are vehemently opposed to the potential development after attending last night's meeting.

Besides the scale of the building being totally out of step with the neighborhood there are greater concerns in the busy (crossing Butler at Phoenix is very dangerous already) & narrow side streets it would be surrounded by (buses and regular traffic already struggle to use Phoenix & Mike's Pike). Additionally, business, though growing in this neighborhood, is unlikely to be able to support the planned additional retail, and even if the retail spaces were successfully filled this too would only increase the strain on Phoenix & Mike's Pike.

Furthermore, parking in the Southside is already at a crisis and this development would likely only exacerbate the growing problem.

NAU has room to build its own housing for its students.

Thank you for your time and consideration.

Jennifer Duis  
826 W Summit Ave.

## Brian Kulina

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**From:** Patrick Fleming <pat1fleming@gmail.com>  
**Sent:** Friday, June 19, 2015 1:22 PM  
**To:** Brian Kulina  
**Subject:** NAU Student Housing Proposal

Dear Brian,

As a registered Professional Engineer, a LEED Accredited Professional, and a retired employee of the National Park Service who worked on numerous projects for Grand Canyon National Park, I would like to raise several concerns about the NAU Mike's Pike student housing proposal.

While it seems that most of the concerns that have been raised so far, which I share, focus on the historic character of the neighborhood and the traffic congestion of the area, I believe that there are several rather pragmatic issues that must be carefully addressed as well. These include water distribution, fire protection, sewage conveyance and treatment, storm drainage, and waste recycling/disposal. Flagstaff and the surrounding communities have strained all aspects of the infrastructure for delivery of utilities for many years, and it appears that the subject proposal will serve only to exacerbate these problems. Even at the most local level, the ability to provide water and sewer lines to accommodate the development appears to be extremely expensive and impactful.

The renderings that I've seen indicate a development that is completely out of character with the most endearing aspects of the City, and compromise the qualities that make Flagstaff a desirable place to work and live.

I strongly recommend that you require evaluation of other alternatives and carefully examine the impacts and pros and cons of each before selecting a preferred approach and proceeding.

Respectfully submitted,

Patrick A.Fleming, P.E., LEED-AP

## Brian Kulina

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**From:** Michael Hudnall <mikehudnall@icloud.com>  
**Sent:** Friday, June 19, 2015 1:30 PM  
**To:** Patrick Fleming  
**Cc:** Brian Kulina  
**Subject:** Re: NAU Student Housing Proposal

Dear Brian,

I am total agreement with Pat's statements below on this issue. I am an NAU graduate and Flagstaff homeowner.

Best regards,

Mike Hudnall

On Jun 19, 2015, at 01:22 PM, Patrick Fleming wrote:

Dear Brian,

As a registered Professional Engineer, a LEED Accredited Professional, and a retired employee of the National Park Service who worked on numerous projects for Grand Canyon National Park, I would like to raise several concerns about the NAU Mike's Pike student housing proposal.

While it seems that most of the concerns that have been raised so far, which I share, focus on the historic character of the neighborhood and the traffic congestion of the area, I believe that there are several rather pragmatic issues that must be carefully addressed as well. These include water distribution, fire protection, sewage conveyance and treatment, storm drainage, and waste recycling/disposal. Flagstaff and the surrounding communities have strained all aspects of the infrastructure for delivery of utilities for many years, and it appears that the subject proposal will serve only to exacerbate these problems. Even at the most local level, the ability to provide water and sewer lines to accommodate the development appears to be extremely expensive and impactful.

The renderings that I've seen indicate a development that is completely out of character with the most endearing aspects of the City, and compromise the qualities that make Flagstaff a desirable place to work and live.

I strongly recommend that you require evaluation of other alternatives and carefully examine the impacts and pros and cons of each before selecting a preferred approach and proceeding.

Respectfully submitted,



June 20, 2015

Community Development

211 West Aspen Avenue

Flagstaff, AZ 86001

ATTN: Brian Kulina

Regarding the Core Complex Southside Student Housing complex currently in development:

Dear Mr. Kulina,

This development is inappropriate for the neighborhood as it stands right now and also for the direction that the Southside area hopes to go in the future.

Historically this part of Flagstaff has always been, to put it bluntly, our city sacrifice area—industrially-driven, unpaved in places, flood prone, decaying and downtrodden. But in the past ten years or so a wonderful renaissance has been changing Southside into a optimistic destination, thanks to the property owners (business and home), which improves our attraction to tourists, potential residents, and our tax base.

The latest massive multi-story student housing development now proposed for the Mikes Pike neighborhood is wrong. In addition to the problems already identified in public meetings (lack of parking/unrealistic belief about how students will embrace lack of parking, size of development, and overall look of the development) allowing this structure to move forward truly insults the hard work and emotional investment of the Southside residents and business owners, who have worked hard, sometimes with little support from our city, to transform the area from exploited to a viable part of our larger community.

This housing complex belongs elsewhere, in open space, with access to the Mountain Line. If you are against this development, please continue to fight to keep it from being built. If you are considering supporting this development, I ask you to please, after reading this letter, reconsider your support.

Sincerely,



Robyn Martin

## Brian Kulina

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**From:** Leslie Connell <lconnell123@me.com>  
**Sent:** Monday, June 22, 2015 10:59 AM  
**To:** Brian Kulina  
**Cc:** Karl Eberhard; Roger Eastman; Coral Evans; Jerry Nabours; Celia Barotz; Karla Brewster; Jeff Oravits; Scott Overton; Eva Putzova  
**Subject:** Letter regarding Core Campus Project.  
**Attachments:** Community Development.docx

Please see attached, regarding my thoughts on the Core Campus Project. Thanks so much for your time!

Leslie Connell

## Brian Kulina

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**From:** James Hasapis <james.hasapis@gmail.com>  
**Sent:** Monday, June 22, 2015 12:57 PM  
**To:** Karl Eberhard; Roger Eastman; Brian Kulina  
**Cc:** Mayor and Council  
**Subject:** Southside Student Housing/Retail Project

Community Development

211 W Aspen Ave.

Flagstaff, AZ 86001

Attn: Brian Kulina

Cc: Karl Eberhard, Roger Eastman, Jerry Nabours, Celia Barotz, Karla Brewster, Coral Evans, Jeff Oravits, Scott Overton, Eva Putzova.

I am writing to you regarding the Core Campus Development that is being proposed for the Mike's Pike/Phoenix Avenue/Milton Avenue location.

After attending the meeting on June 17<sup>th</sup>, it's clear to me that this project is not a good fit for the Southside neighborhood.

Referring to Chapter 10-80 of the Flagstaff Zoning Code, this project does not fit the bill. It is not harmonious, agreeable, nor congenial with the neighborhood, it is not using similar design principles, it does not complement the characteristics of context and cohesiveness, and it is definitely not "unobtrusive in terms of the overall patterns of development, scale and continuity".

I believe this project should also be reviewed by the Traffic Commission, as it seems it will highly impact the surrounding streets – Phoenix and Mike's Pike in particular. These are narrow, neighborhood streets that are already being pushed to capacity with the Bus transfer station traffic.

The developers have touted the fact that it's so near public transportation – but is the current infrastructure at Mountain Line going to be able to handle this new concentrated load of students, or will this impact their ability to meet the needs of the public? Will additional buses be needed? If so, who will be paying for this?

I'm still not understanding how 197 parking spots (they mentioned that 30 will be reserved for the 10,000 sq ft. of retail) will serve the needs of 670 beds? I understand that they hope that less students will bring their vehicles, but so far, I haven't seen any serious planning on how they will achieve this. Adding more bicyclists and pedestrians to the neighborhood who will now be crossing Butler in large numbers will also affect traffic there, and doesn't seem like a safe suggestion. Perhaps if they build a pedestrian overpass, and not with taxpayer money.

The Southside is a neighborhood with a rich and important cultural history, with quaint neighborhoods, housing many families who have lived here for generations. It's a neighborhood that's already at risk because of individual student condo's that are popping up with regularity, or other apartment buildings meant for second home buyers. I hope that the City of Flagstaff, and the residents of this town will understand the importance of preserving this history, and not allow the neighborhood to completely succumb to rampant development.

Thank you for your time. If you have any questions, feel free to contact me.

LESLIE CONNELL

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James (Jamey) Hasapis  
928-310-8974

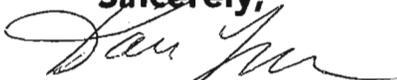
**To: Flagstaff Community Development  
Attn: Brian Kulina**

**I am writing in regards to the Hub/Core development that is proposed for Mikes Pike/Phoenix. As a long time resident of Flagstaff, I feel that this type of project in Downtown Flagstaff is not appropriate. The history of Route 66 (Mikes Pike being on the historical walking tour of Flagstaff as well as the original Route 66) must be preserved. Currently, Southside does not have any buildings over 2 stories tall. A 55+ foot tall apartment/retail building would not be compatible with the neighborhood. The building will definitely be visually obtrusive to residents and visitors. Driving up, or waiting in traffic for long periods of time on Milton, the view will no longer be of the Peaks. The scale, a mega block of structure, does not fit the scale of the neighborhood of Southside. Many homes and businesses will loose hours of sunlight during the winter.**

**As an owner of a home in the neighborhood, everyone realizes that traffic and parking on Mikes Pike can be quite hectic. More cars added to the narrow streets will destroy any chance for a person to walk the historic route and feel comfortable. This complex will do nothing for the long time Southside residents.**

**Keep Southside a part of historical, vibrant Flagstaff. Do not let the proposed project continue.**

**Sincerely,**

  
**Kari Tuomisto**

**Sueanne Kubicek, CPA, MBA, EMT**

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1190 W. Weston Trail  
Flagstaff, AZ 86005  
(928) 779-2801  
Skubicek@aol.com

Community Development  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
Attn: Brian Kulina

Chapter 10-80:definitions:City of Flagstaff Zoning Code  
Compatibility: Capable of existing in harmonious, agreeable or congenial combination with other buildings, structures, blocks or streets through the use of similar basic design principles including composition, rhythm, emphasis, transition, simplicity and balance. Work is compatible if it is designed to complement the physical characteristics of the context and is cohesive and visually unobtrusive in terms if the overall pattern of development, scale and continuity.

I moved here in 2003 so I have been here a few years. The development is getting too much for this City. Traffic has been a problem on Milton/Route 66 especially in the area that you are zoning for this development since 2003 and the City has done nothing about it. Now you are proposing adding to the traffic problems with even address the current situation. I work on an ambulance and we run plenty of calls on University students whether it is bicycle accidents, drinking, pedestrian accidents, vehicle accidents, etc. You are going to add chaos to an already congested area.

As to your zoning codes above, there is nothing harmonious about a 5 story building going up in this area. How can a 5 story building in this area not be visually unobtrusive? There has been plenty of new construction, The Grove, anywhere along Butler, etc.

Regards,



Sueanne Kubicek  
Tax payer

Carrie Cowger  
3973 S. Kendall St.  
Flagstaff, AZ 86005

Brian Kulina  
Planning and Development Manager  
Community Development  
211 West Aspen Avenue  
Flagstaff, AZ 86001

June 26, 2015

Dear Mr. Kulina,

I am writing in opposition to the five story student housing/retail project planned for Mike's Pike and Phoenix Avenue. As a longtime resident of Flagstaff I cannot stand for or support a building of such magnitude at this location. The project will most certainly go against the established definition of compatibility (Chapter 10-80: Definitions City of Flagstaff Zoning Code) especially in regards to being "harmonious, agreeable" and "visually unobtrusive".

Over the past 15 years that I have lived in Flagstaff, parking and bike commuting in that part of town has become more and more challenging. I have almost gotten hit on my bike in that intersection many times. Also, at least three times a week, I attend yoga at the Bikram Yoga Studio on Phoenix Avenue. It has become increasingly harder to find parking in that area. This building will only add to the congestion and frustration of long time Flagstaff residents. Furthermore the building will be aesthetically assaulting to the quintessential nature of Flagstaff.

I came to Flagstaff and have chosen to stay here for so long for its ease, spaciousness, and beauty. Please help to honor these inherent and unique characteristics of Flagstaff by not continuing with this housing project.

Thank you for all the work you do for Flagstaff.

Respectfully,

Carrie O. Cowger

## Brian Kulina

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**From:** ALBERT LOPEZ <albertyroselopez@msn.com>  
**Sent:** Thursday, July 02, 2015 11:24 AM  
**To:** Mayor and Council  
**Cc:** Brian Kulina  
**Subject:** Re: Core campus development

Sent from my iPad

> On Jul 2, 2015, at 11:14 AM, ALBERT LOPEZ <albertyroselopez@msn.com> wrote:

>

> I am writing to you regarding the Core Campus Development that is being proposed for Mike's Pike /Phoenix Ave and Milton.

>

> We attended the meeting on June 17th and it is clear to us that this is not a good fit for the south side.

>

> The building does not fit on the south side and traffic is also a problem. According to Core they would have 670 beds and 197 parking spaces and said they would encourage students not to bring their cars. That's not going to happen. As it is right now there is no parking. Our Lady of Guadalupe Church has to put barricades so no one parks in their lot. Beaver street brewery has someone sitting early in the morning outside to make sure no students park there.

>

> Also having retail stores where are those people going to park. They should ask Northern Arizona University if they can build on their property across from I40 they have 40 acres that can be used.

>

> Northern Arizona university is looking at 25,000 students they need to start building on their property not in our neighborhoods. Someone also mentioned we our a tourist town and tourist visit restaurants a our downtown area. What are they going to see when they drive into town student housing.

>

> Woody mountain residence complained about student housing going up in their area and that project came to a halt. Now south side residence feel the same not in our neighborhood.

>

> We are against the student housing going in. We have lived here for 60 years our parents home is here our family all live on South Humphreys we are all home owners and residence. Now that the students are gone faculty and staff are parking here for 8 hours.

>

> I hope the city of Flagstaff and residence of this town understand the importance of preserving this history and not allow the neighbor to completely succumb to rampant development.

>

> Thank you for your time

>

> Albert and Rose Lopez

>

> If you have any questions,feel free to contact us.

>

>

> Sent from my iPad

July 1, 2015

Community Development  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
ATTN: Brian Kulina  
Planning and Development Manager

Dear Mr. Kulina et. al,

The City of Flagstaff and NAU has to grow and expand based on projections which are based on historical patterns. These projections do not take into account all that City officials and long standing residents and local business owners have learned along the way.

This is to state my multiple concerns about the proposed 5 story housing/retail project planned for Mikes Pike and Phoenix Ave.

Chapter 10-80: Definitions of City of Flagstaff Zoning Code defines the concept of "Compatibility" for building projects in Flagstaff:

**"Compatibility:** Capable of existing in harmonious, agreeable, or congenial combination with other buildings, structures, blocks, or streets through the use of similar basic design principles including composition, rhythm, emphasis, transition, simplicity, and balance. Work is compatible if it is designed to complement the physical characteristics of the context and is cohesive and visually unobtrusive in terms of the overall patterns of development, scale and continuity."

I don't need to pick apart the above City defined concept of **compatibility** to make the clear point that a 5 story building with a 670 bed student housing facility in it on Mike's Pike would be an absurd, incompatible and **uncomplimentary** addition to the growing charm and revitalization of our downtown, and especially south side neighborhoods.

Don't believe me. Take a real survey of the small local businesses and residents in any 8 block direction of this proposed development and see how we feel, what we think, and what we envision this would do to the unique character of Historic Downtown Flagstaff (not to mention our already strained parking needs).

This is more NAU's problem than it is the residents and business owners in Downtown Flagstaff. As has been seen clearly at the Sawmill student housing development, cramming a large crowd of young adults into a housing project is begging for mishaps and disasters that actually hurt our young adult students misuse our city's resources.

Flagstaff is not like Tempe. This is intentional, cultural and geophysical.

I don't know exactly who and how many individuals stand to benefit financially from this proposed development and how much of that revenue will leave our town. I've heard the argument that this will create jobs and promote economic growth. THERE ARE BETTER, SANER, MORE COMPATIBLE WAYS, and we will find them if we slow down and remember our foundational values.

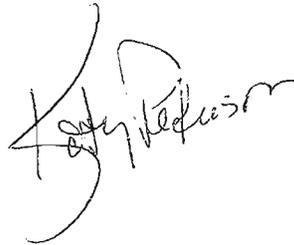
In summary,

- Don't let developers put incompatible developments in this unique town.
- Don't put hundreds of hormone driven, newly emancipated young adults in a big pile in the heart of Downtown and expect them not to experiment with the limits of civility.
- Let NAU do more to find their own compatible, calibrated solutions to their housing issues.
- The rate of growth and expansion both for the City of Flagstaff and NAU must be calibrated by our previously established values as City Officials, residents and small business owners here.

Thank you for your thoughtful consideration.

Truly,

Kathryn Peterson, owner  
Flagstaff Sports Exchange  
19 W. Aspen Ave.  
Flagstaff, AZ 86001  
kpeterson@flagstaffusedsports.com

A handwritten signature in black ink, appearing to read 'Kathryn Peterson', written in a cursive style.



Brian Kulina  
Planning Development Manager  
City of Flagstaff Community Development  
211 W Aspen Ave.  
Flagstaff, AZ 86001

July 8, 2015

Dear Mr. Kulina,

We are writing to you regarding the Core Campus Development that is being proposed for the Mike's Pike/Phoenix Avenue/Milton Avenue location. After attending the meeting on June 17th, it is clear to me that this project is not a good fit for the Southside neighborhood and should be denied.

Referring to Chapter 10-80 of the Flagstaff Zoning Code, this project clearly is not in accordance with the requirements. A five-story 2.5 acre, 700 occupant building is not harmonious, agreeable, or congenial with the neighborhood, it is not using similar design principles, it does not complement the characteristics of context and cohesiveness, and it is definitely not "unobtrusive in terms of the overall patterns of development, scale and continuity". The Southside neighborhood is not the place for another "The Village at Aspen Place" monstrosity.

Besides the overall scale, and look of the project, it also needs to be seriously reviewed by the Traffic Commission. If allowed to proceed, this new building will highly impact all three surrounding streets, Milton/Route 66, Phoenix Ave. and Mike's Pike. The portion of the Milton corridor this project is proposed to front is, as quoted by the City Council's Combined Special Meeting/Work Session of March 10, 2015, "...the most congested in the City. Between Butler and W. Route 66 it is over capacity during evening peak hours." This is exactly where Core Campus Development plans to add nearly 700 students and, conservatively estimating, a minimum of 300 more vehicles. Additionally Phoenix Ave. and Mike's Pike are narrow, neighborhood streets that are already being pushed to capacity with the Bus Transfer Station traffic.

As a business owner, our customers already are challenged by this portion of the Milton/Rt. 66 corridor in order to access our business. Adding more traffic and highly concentrated numbers of students to this area will only make matters worse for all the businesses, residents and visitors in the area.

The developers have touted the fact that their project is so near public transportation there won't be any traffic problems, but realistically are the students of this project really going to use it and would the current infrastructure at Mountain Line be able to handle this new concentrated load if they do, or will this impact NAIPTA's ability to meet the needs of the public? Is the NAU bus line going to pick up any load these additional students will create or will the burden be on Flagstaff residents?

Perhaps if this project were actual apartments for Flagstaff families, (a population in desperate need of affordable housing) the 197 parking spots (30 will be reserved for the 10,000 square ft. of retail) they

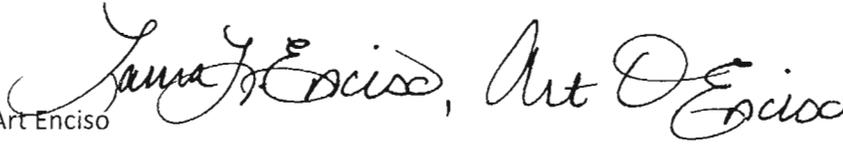
plan to provide for the residents would be sufficient, since it would be reasonable for a family of 5 to have 1 or possibly two vehicles VS the reality that 5 students sharing an apartment would have 4 to 5 vehicles. There is no reality where 197 parking spaces will serve the needs of 670 beds.

While we are sure NAU needs more student housing, we don't believe the recent projects the City of Flagstaff has allowed to be constructed are in the best interest of either the students nor the residents of Flagstaff. Our experience with "The Grove" should have taught us something with its problems with crime, parties and under age drinking. Students we know do not want to live there & those who do [live there] want to get out. We don't need another over-priced, over built 'animal house' in the Southside neighborhood.

The Southside is a neighborhood with a rich and important cultural history, with quaint neighborhoods, housing many families who have lived there for generations. It is closely confined and already densely populated without adding 670 new residents. I hope that the City of Flagstaff, and the residents of this town will understand the importance of preserving this history, and not allow the neighborhood to completely succumb to rampant development.

We strongly urge you to really consider all of the factors included in the Design and Review Board of this project and deny the Core Campus Development's project. Thank you for your time. If you have any questions, please don't hesitate to contact us.

Sincerely,  
Laura and Art Enciso  
Owners  
Tranzend, LLC

Handwritten signatures of Laura and Art Enciso in cursive script.



June 26, 2015 4:15 p.m.

Traffic flow from Butler at Milton/Rt. 66/Phoenix "proposed project site"

This is without adding 670 additional residents at the two tall trees.



July 7, 2015

Brian Kulina  
Planning and Development Manager  
Community Development  
211 West Aspen Avenue  
Flagstaff, AZ 86001

Mr. Kulina,

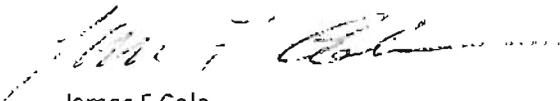
I am writing in reference to planned 5 story student housing/retail project planned for the Mikes Pike/Phoenix area of downtown Flagstaff.

Personally, I think this is a bad idea for at least two reasons:

- 1) Traffic and parking in that area will be impacted in a most negative way, and it's already a problem.
- 2) The city's own definition of compatibility in the zoning code will be violated in numerous ways:
  - a. Harmonious, agreeable, or congenial combination with other buildings and structures
  - b. Principles of composition, rhythm, emphasis, transition, simplicity and balance
  - c. Being cohesive and visually unobtrusive in terms of scale and continuity

Please consider seriously all of the negative effects on our wonderful downtown area south of Route 66 if this project is actually approved. I can think of no good reason to locate such a building with said purpose in that location.

Respectfully,



James F Cole  
3525 W Cooper Dr  
Flagstaff, AZ 86001

## Brian Kulina

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**From:** Mark Sawyers  
**Sent:** Monday, July 13, 2015 9:00 AM  
**To:** Brian Kulina  
**Subject:** FW: Hub Project

fyf

**From:** K [<mailto:applebranch@msn.com>]  
**Sent:** Friday, July 10, 2015 1:43 PM  
**To:** Mark Sawyers  
**Subject:** Hub Project

This letter is for members of the Planning and Zoning Commission. Can you please forward?

I am writing this e-mail to you to express my concern about a proposed development in our city. While I understand the need for housing for NAU students, I am completely against the proposed Hub Project. The project is a very poor fit for the existing neighborhood. It negatively impacts the historical value of this stretch of road, which was originally part of Route 66. The building will tower of adjacent buildings in the neighborhood, multiplying the number of persons residing in that part of town many times over. Congestion on Milton Road is already a huge issue that continues to worsen with growth. By situating this complex where it is proposed to be, the vehicular traffic will spill out onto Milton, Phoenix Avenue and Mikes Pike, none of which is well suited to handle the additional burden. At the present time buses must use both Mikes Pike and Phoenix Avenue to access the transfer station multiple times a day. The congestion in the streets and the neighborhoods can only be problematic with regard to safety for everyone. Small business currently occupy sections of Mikes Pike, and new projects should only be considered that are appropriate for the immediate vicinity. I am unfamiliar with the details of the planning process, but I am assuming there is a plan for growth in Flagstaff. As I see new businesses come in on South San Francisco, I am of the opinion that Mikes Pike may be best suited to house new businesses. Please don't allow the Hub Project to move forward.

Thank you for your time.

Karen Applequist, Ph.D.  
2215 N. Crescent Dr.  
Flagstaff, AZ

July 16, 2015

Brian Kulina  
Community Development  
211 West Aspen Avenue  
Flagstaff, AZ 86001

Dear Mr. Kulina,

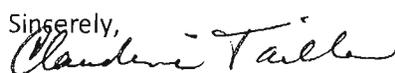
I am writing to express my opinion and concerns regarding the proposed five-story student housing and retail project planned for the Mikes Pike/Phoenix Avenue area of downtown Flagstaff.

I do not believe that such a building project would enhance this area of downtown; in fact, I believe that it would be in conflict with the City of Flagstaff Zoning Code, Chapter 10-80, in that it would disrupt the flow of this neighborhood and be physically incongruent to existing buildings and homes in the area. The student housing complex near the Aspen/Sawmill shopping center is an example of a building project that complements the area, as it is congruent with the shopping center. The proposed Mikes Pike/Phoenix Avenue area, as you know, is an older area of town, and a modern building project would at the least not fit in and at the most create more flow of traffic and congestion than the area can handle.

This area of town has a special feel and character. My family homesteaded in Flagstaff 100 years ago, and over my lifetime I have watched Flagstaff change. Many of the changes have enhanced the town, especially the revival of downtown. Personally, I feel that altering downtown to make it more like the newer parts of town is a mistake. There is something to be said for keeping the integrity of certain neighborhoods, and I do not see the necessity to squeeze such a large development into such a small area where there is a dearth of parking already. I also believe that students at NAU do not value this area of town as much as a more mature part of the population, and the development may not be as desirable to students as the City thinks.

I have two nephews and one niece who have graduated in the past few years from NAU. None of them would find this the desirable part of town in which to live. I also attend the Bikram studio two to three times per week, go to Macy's once a week, as well as frequent Pizzicetta, Mother Road Brewery, Zani, and many other businesses in that area. I take my glass recycling to that location at the bus transport station. There is a lot of activity in that area, and I think the City is being short sighted in moving forward with this project.

I am asking you to reconsider this plan, as it would detract from the rhythm, balance, and cohesiveness of this area of town.

Sincerely,  


Claudine Taillac  
[claudineflg@msn.com](mailto:claudineflg@msn.com)  
9415 W. Antoinette Way  
Flagstaff, AZ 86001  
928-606-5844

## Brian Kulina

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**From:** marie <marieajones@gmail.com>  
**Sent:** Friday, July 17, 2015 11:39 AM  
**To:** Brian Kulina  
**Cc:** Jerry Nabours; Celia Barotz; Karla Brewster; Coral Evans; Jeff Oravits; Scott Overton; Eva Putzova; Karl Eberhard; Roger Eastman  
**Subject:** Core Campus Student Housing Project neighbor input

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Brian,

I'm writing regarding Core Campus's proposed student housing project on Mike's Pike. I understand it would require both a zoning change and a room and board special use permit. My husband and I are residents of the immediate neighborhood who oppose permitting this project for the four reasons listed below.

### 1. Student housing

Placement of this large student housing project inevitably shifts responsibility for what is essentially a dormitory—approximately 670 students renting by the bed—off the campus and into an existing neighborhood. Students are certainly welcome in our neighborhood but there is a critical difference between small groups of students sharing a rental unit and 670 students in one monolithic and concentrated structure. In the former, neighbors can interact with students and help them to be part of the community, in the later the students redefine the community itself. No amount of security plans will change this dynamic. Once such a project is introduced into this neighborhood it is very likely there will be others as well. Those events would so change the character of the neighborhood that it is in turn likely that many resident families will also consider moving, selling their properties which would likely be turned into student housing as well. This scenario has occurred in other neighborhoods and other towns where these kinds of projects are built and is so likely here that the City should openly discuss whether protecting existing neighborhoods is a worthwhile and appropriate obligation.

### 2. History and character

The Southside between Mikes Pike and San Francisco is a unique and irreplaceable part of Flagstaff. It has historic significance as the original Route 66, the warehouse district for the Mother Road and the railroad, and also the homesteads of the people who built much of Flagstaff, many of their families still living here. It is a true mixed-use neighborhood and has been from its beginning. It is currently undergoing a renaissance that respects this history and character, with local entrepreneurs investing their time, money and creativity into creating an exciting culinary, arts and entertainment area that is for everyone, not just students, and is a boon for tourism as well. The efforts of these business owners should be supported by the City in any way possible rather than allowing the area to be transformed into an extension of the NAU campus.

### 3. Compatibility and design

While it's true this area is zoned for both high density and height, that is not the only consideration for it's future development. Codes also call for attention to compatibility including harmony of "design, composition, rhythm, emphasis, transition, simplicity and balance", and should be "visually unobtrusive in terms of overall patterns of development, scale and continuity". Certainly this area has opportunity for high density residential and new infill commercial, but it should complement the existing historic structures. A monolithic 5-story, 670 bed dormitory cannot possibly meet those considerations regardless of the architectural style of its exterior faces. Neither can signage, no matter how carefully designed, recreate the historic feeling of a street once it has been so dramatically altered.

### 4. Traffic and parking

This part of the Southside has been challenged for decades with university related parking problems. It is already a struggle for businesses to guarantee parking for their customers and for residents to accommodate visitors. Core promises citizens in their public meetings to “discourage” their student tenants from bringing cars which need to be parked, but they are powerless to do that in reality. Arguably the students that rent in their facility (and Core tends to hand over their Hub properties to management companies shortly after construction) will be coming from out of town and out of state rather than locally, and they will likely not give up their cars easily. Regardless of their intention to discourage cars, the reality would be a transfer of combined university and developer responsibility for parking to the neighborhood. If the proposed solution becomes a large parking garage, that would additionally transfer responsibility as well as diminish neighborhood character. Core’s private traffic study may be well intentioned, but the narrow two-lane residential streets that are Mikes Pike and Phoenix Avenue cannot realistically be transformed into one that accommodates the 250 vehicles they anticipate along with the many they will not anticipate. At the very least, the City should perform it’s own traffic study of the area on behalf of its citizens.

In conclusion, permitting this project or others like it constitutes the abandonment of a section of historic Southside that adds unique value to Flagstaff. Once this area is lost it cannot be recreated. We understand that development of this area is both desirable and inevitable. We know that many people would love to live here if housing were available, especially high-density urban options, and would view that as a positive outcome for the neighborhood. We should use all the tools at our disposal, not strictly zoning rules, to ensure that development happens with respect for what exists here and the potential that is burgeoning. The desire to preserve our neighborhood’s history and character should not be interpreted either as a lack of appreciation for student contribution to our City or to general opposition to development. It is rather a commitment to sound, sustainable planning principles that would enhance Flagstaff.

Sincerely,  
Marie Jones and Marvin Glotfelty

August 7, 2015

2311 North Killlearn Way

Flagstaff, AZ 86004

Community Development

211 West Aspen Avenue

Flagstaff, AZ 86001

Attention: Brian Kulina, Planning & Development Manager

Dear Mr. Kulina,

I am writing to you as a concerned citizen on the proposed five story (670 beds) student housing/retail project planned for Mikes Pike/Phoenix. Not only will this be intrusive on a low key, quaint community that exists presently but the traffic that it will create in that area will be a nightmare. I see plenty of existing housing complexes which students can rent in Flagstaff. Maybe consider this project for another side of town where traffic can flow and be accommodated with one of our major arteries to the university area. The zoning code for this proposed project is contradictory to a five story building. It would not be harmonious or congenial combination to the low rise structures in this quiet neighborhood. Adding possibly 670 people that would be housed in this project would create a traffic congestion that would not be in balance with the existing limited streets for vehicles to travel on.

Please decline and consider other locations in the community that possibly the developer can beautify those much needed neighborhoods over by Sunnyside/off Route 66 by First Street or Greenlaw areas. Some of these sections have two/three story buildings. This high rise structure can fit in better amongst those areas where there is less traffic flowing at peak times to Route 66/Route 40. Have the developer conduct a traffic evaluation from a reputable firm on what 670 cars can do for an area.

Thank you for this opportunity to express my opinion on this matter.

Very truly yours,



Soraya A. Padilla

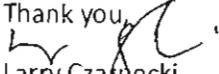
Community Development

211 West Aspen Ave.

Flagstaff 86001

To Brian Kulina,

Hello, I would like to express my opinion about the five-story student housing/retail project plan for Mike's Pike. I have lived in this neighborhood for 3 years now. I believe this kind of development is a very bad idea for this neighborhood. This is a very dense building for an area that already has trouble sustaining existing traffic, buses and parking etc. I am not opposed to some sort of development. This one is way too big for this area.

Thank you,  
  
Larry Czarniecki

PO Box 45

Flagstaff, Arizona 86002

## Brian Kulina

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**From:** Mark Sawyers  
**Sent:** Monday, January 04, 2016 9:11 AM  
**To:** Brian Kulina  
**Subject:** FW: "The Hub" is not appropriate for Southside

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

fyi

**From:** Mark Landsiedel  
**Sent:** Monday, December 28, 2015 10:56 AM  
**To:** Daniel Folke; Mark Sawyers  
**Subject:** FW: "The Hub" is not appropriate for Southside

FYI

**From:** Barbara Goodrich  
**Sent:** Monday, December 21, 2015 2:23 PM  
**To:** Mark Landsiedel  
**Subject:** FW: "The Hub" is not appropriate for Southside

The first one I've seen lately – I won't send every one, but I'll let you know if the volume picks up.....

**From:** Andrew Gould [<mailto:gould226@hotmail.com>]  
**Sent:** Monday, December 21, 2015 2:00 PM  
**To:** Council Mailbox <[council@flagstaffaz.gov](mailto:council@flagstaffaz.gov)>  
**Cc:** Mayor and Council <[MayorCouncil@flagstaffaz.gov](mailto:MayorCouncil@flagstaffaz.gov)>  
**Subject:** "The Hub" is not appropriate for Southside

Dear City Council Member,

I hope you are taking a well-deserved vacation as I write this. When you return to work I urge you to table any further action on 'The Hub' proposed for Southside by Mikes Pike and Phoenix. It is totally out of scale for the neighborhood. I urge the council to develop a plan for such high-occupancy student housing developments in the future.

Thank you,  
Andrew Gould  
2458 N Earle Drive  
Flagstaff, AZ 86004

Sunday, January 3, 2016

Flagstaff Planning and Zoning  
211 W. Aspen St.  
Flagstaff, AZ

Mimi Murov  
Tom Brownold  
801 W. Summit Ave  
Flagstaff, AZ. 86001

Dear P&Z Commission,

My husband and I have been residents of Flagstaff since 1976. I am also an NAU graduate. I urge you to deny Core Campus the amendments to zoning that they are requesting. I do not believe that their proposed development adds anything of value to the Mikes Pike neighborhood or to currently existing businesses in the area. This proposal will exacerbate an existing parking problem and will increase traffic congestion which will have negative impacts on businesses and residents from Beaver Street to Milton Rd. and from Butler to Phoenix Ave.

At a neighborhood meeting sponsored by the developer, one of the speakers reported that studies show that anywhere from 40-60% of occupants of these types of developments will bring an automobile with them. Core Campus reports that their development allows for only 30% of occupants to have a place to park their vehicle. They propose as a theory that they are hoping the development will cater to students who will walk, bike, and/or use mass transit. Since ADOT will not allow an entrance to the building on Milton Rd., all traffic must enter/exit on Mikes Pike. Mikes Pike and Phoenix Ave. are not conducive to this kind of traffic, it is not appropriate for a neighborhood, and I honestly believe Mountain Line could be thrown off schedule by the congestion caused with the increased number of cars but decreased amount of parking. I also believe that Phoenix Street may become an ice sheet in the winter due to a multi-story building on its south side shading the street. This would also create a traffic hazard for Mountain Line.

I do not believe that we as a city should be responsible for catering to developers who are catering to the needs of NAU. The current zoning for the proposed area could be maintained, though as I've said, I think an icy Phoenix Ave in the winter will create a hazard for our mass transit hub. If the city wants to restore Mikes Pike to its earlier commercial status when it was Rt. 66, why doesn't the city seek a development that would split the upper levels between apartments, offices for local businesses/organizations or government/school district entities. Downtown locations are highly prized by our local citizens and businesses. I believe Flagstaffians would be more appreciative of the close proximity of our mass transit system than students. Core Campus has no concern for the residents or business owners of this unique location. There is no guarantee that they will maintain ownership of the development. They report that they will "manage" their residents and evict those out of compliance. In reality they have no control over what a resident does once they are off the property and in the neighborhood....try to imagine 664 (the number of beds they propose) students reeling home from Tequila Sunrise, a frat party or football game, or just a regular weekend night on the town.

We live just off of West Sante Fe on Summit Street and are often awoken on weekend nights by just a few drunk students walking/yelling down the street at 1am. Multiply that by a 100 or more and you have a major disturbance of the peace on a regular basis. I would prefer our local police department to be more readily available to respond to real crimes and public safety issues than having to herd these disturbers back home.

Thank you for all of your service and for consideration of the above.

Sincerely,  
Mimi Murov and Tom Brownold



## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Flagstaff Planning and Zoning Commission will hold a Public Hearing on, January 13, 2016 at 4:00 p.m. to consider the following:

1. A Conditional Use Permit request from Core Campus LLC to establish the Rooming and Boarding use as part of a 99 dwelling unit/acre mixed use development consisting of 236 dwelling units (334 beds) and 14,096 square feet of commercial uses on approximately 2.39 acres located at 17 S Mikes Pike.
2. A Conditional Use Permit request from Core Campy LLC to permit 93% lot coverage within the T5 Main Street transect as part of a 99 dwelling unit/acre mixed use development consisting of 236 dwelling units (334 beds) and 14,096 square feet of commercial uses on approximately 2.39 acres located at 17 S Mikes Pike.

Interested persons may file comments in writing regarding the requested permits or be heard at the hearing date herein set forth. Additional information is available at the City Development Services Division, 211 West Aspen Avenue, Flagstaff, Arizona.

All Planning and Zoning Commission meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

Daniel Folke  
Secretary, Planning and Zoning Commission

Mailed On: December 28, 2015

For Information Contact:

Brian Kulina at (928) 213-2613 or via e-mail at [bkulina@flagstaffaz.gov](mailto:bkulina@flagstaffaz.gov)

Dear BRIAN: I cannot make this meeting  
Vote: AGAINST THIS

Not in keeping with  
the Area

Josiah May

## Brian Kulina

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**From:** Roberta Motter <rbmotter@gmail.com>  
**Sent:** Tuesday, January 05, 2016 6:57 PM  
**To:** Brian Kulina  
**Subject:** Comment on "HUB"

Dear Brian,

Please add my to the comments in opposition of approval of the 2 Core Campus CUP requests:

I can repeat all of the problems already voiced associated with the proposed project (human congestion, traffic, parking, noise, design that doesn't conform to the neighborhood) but here I would like to add another perspective.

Viewscape. From my living room on the south side of Mars Hill, I have watched the landscape of Flagstaff morph over the past 23 years. One of the first eyesores to be built was the Barnes and Noble building. Then campus exploded with tall buildings of odd design. I can still see Granny's Closet and the Church of Guadalupe steeple from my home. These are Flagstaff landmarks. Should we obscure these with a high rise design that will cast dark and icy winter shadows on Phoenix Ave and change the view on Mike's Pike? I don't think so. This project is way too large in density and doesn't belong where it is proposed.

I have attended community meetings. The developer doesn't listen to or seem to register the publics' objections. Your P&Z board can vote against these permits, and I urge you to do so.

Thank you,

Roberta Motter

Community Development

211 W Aspen Ave.

Flagstaff, AZ 86001

Attn: Brian Kulina

Cc: Karl Eberhard, Roger Eastman, Jerry Nabours, Celia Barotz, Karla Brewster, Coral Evans, Jeff Oravits, Scott Overton, Eva Putzova.

I am writing to you regarding the Core Campus Development that is being proposed for the Mike's Pike/Phoenix Avenue/Milton Avenue location. Regarding the public hearing scheduled on January 13, 2016: I am NOT in favor of the Zoning Map Amendment to allow Core Campus to develop a 99 dwelling unit/acre student housing building. I am also NOT in favor of granting Core Campus LLC Conditional Use Permits for Rooming and Boarding Use and for 93% lot coverage within the T5 Main Street transect on 2.39 acres located at 17 Mike's Pike

Referring to Chapter 10-80 of the Flagstaff Zoning Code, this project does not fit the definition of "compatibility". It is not harmonious, agreeable, or congenial with the neighborhood. It is not using similar design principles, it does not complement the characteristics of context and cohesiveness, and it is definitely not "unobtrusive in terms of the overall patterns of development, scale and continuity".

I am a Southside resident and I walk in the Mike's Pike neighborhood daily. In terms of scale, there is a dramatic contrast between the Mike's Pike neighborhood and Aspen Place/ Sawmill, where there is now a 5 story housing structure with retail on the lower level. Everyone who has attended the community meetings for the Mike's Pike project does not want to see downtown Flagstaff turn into what Aspen Place/Sawmill looks like. Any proposed structure which is 5 stories tall is going to be ridiculously out of scale compared to the surrounding structures in the Mike's Pike area.

From downtown Flagstaff, there have always been vistas of the Peaks to the north, of Mars Hill to the west, and of Anderson Mesa/ Walnut Canyon area to the south. These vistas of our surrounding topography add to the character and beauty of Flagstaff. Large 5 story structures such as the one proposed and the one existing at Aspen Place obstruct these vistas and diminish the aesthetic qualities of our town. If the proposed project were 3 stories or less, I would be more likely to support it, depending on materials chosen and overall design.

I believe this project should also be reviewed by the Traffic Commission, as it seems it will highly impact the surrounding streets – Phoenix and Mike's Pike in particular. These are narrow,

neighborhood streets that are already being pushed to capacity with the Bus transfer station traffic.

The developers are hoping that less students will bring their vehicles to this new housing project. I do not see that happening based on my experience as a southside resident. When classes are in session, the Southside neighborhood is full of students' parked cars. During semester breaks, very few vehicles are on the streets. It is obvious to anyone living in the Southside neighborhood that NAU students bring their vehicles with them to Flagstaff. How will the proposed 197 parking spots (they mentioned that 30 will be reserved for the 10,000 sq ft. of retail) serve the needs of 670 beds? Adding more bicycles and pedestrians to the neighborhood who will now be crossing Butler in large numbers will also affect traffic there, and doesn't seem like a safe suggestion. Perhaps if they build a pedestrian overpass, and not with taxpayer money.

The Southside is an eclectic neighborhood. It does house many students, but there are also families that have been here for generations. Most of the residences are single or two story. It's a neighborhood that's already at risk because of individual student condo's that are popping up with regularity, or other apartment buildings meant for second home buyers. I hope that the City of Flagstaff, and the residents of this town will consider what is truly compatible with the structures and neighborhood surrounding the proposed area and not allow the Southside to completely succumb to rampant development.

Thank you for your time. If you have any questions, feel free to contact me.



Karen Carswell

114 E. Dupont Ave.

Flagstaff, AZ 86001

[kcars@hotmail.com](mailto:kcars@hotmail.com)

928-606-0453

## Brian Kulina

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**From:** Betsy Hager <betsy.nrcs@gmail.com>  
**Sent:** Friday, January 08, 2016 11:17 AM  
**To:** Brian Kulina  
**Subject:** P&Z hearing Jan. 13

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

We would like to give our support of both CUP requests from Core Campus LLC regarding the area located at 17 S. Mikes Pike. We feel this project is a good use of the land area and a welcome relief for students looking for housing.

Betsy and Tyler Hager  
411 W. Aspen Ave.  
Flagstaff, AZ 86001

## Brian Kulina

---

**From:** Mark Sawyers  
**Sent:** Friday, January 08, 2016 1:06 PM  
**To:** Brian Kulina  
**Subject:** FW: HUB Zoning Case

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** [kenberkhoff@gmail.com](mailto:kenberkhoff@gmail.com) [mailto:[kenberkhoff@gmail.com](mailto:kenberkhoff@gmail.com)] **On Behalf Of** Ken Berkhoff  
**Sent:** Friday, January 08, 2016 12:57 PM  
**To:** Mark Sawyers  
**Subject:** HUB Zoning Case

Mark,

Hope all is well.

I am writing you in support of the HUB Student Housing Project on Mikes Pike.

This zoning case is justified for many different reasons, I think we are on the same page with many of the positive aspects on this project and the zoning case specifically.

Appreciate your support of this project and continuing to help with bringing quality projects to our community.

As NAU continues to grow, and becomes an even stronger major economic driver for our community, we need to support them where it is appropriate.

Thank you.....

--

Ken Berkhoff, "Land Man", Owner/Broker  
1st Brokers Realty-Commercial Specialists  
"Home of 1st Class Service"  
1500 E. Cedar Ave.  
Suite 86-B  
Flagstaff, AZ 86004  
Cell: 928-606-0800  
Fax: 888-500-0310  
[www.1stBrokersRealty.com](http://www.1stBrokersRealty.com)

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## Brian Kulina

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**From:** Nat White <white@lowell.edu>  
**Sent:** Wednesday, January 13, 2016 3:34 PM  
**To:** Brian Kulina  
**Subject:** HUB  
**Attachments:** Hub Core Campus.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi,

Here are some rough thoughts I am sending to staff.

Nat

P&Z and Staff,

Wednesday, January 13, 2016

After attending one of the public 'HUB' meetings, these are the notes I took from the point of view if I had to make the recommendation followed by comments.

- This is a business deal between Core campus and the people of Flagstaff. Staff, P&Z, and Council represent the people with the purpose of supporting what the regional plan and various other documents spell out including Vision 2020 and various surveys.
- Core, appropriately, sees this as a way to make money by filling a need.
- This particular business decision between Core and the people of Flagstaff should reflect lessons from similar projects. It may set the standard for future projects, that is, high, low or medium standard. This not a single focused decision but part of the evolution of Flagstaff.
- Therefore, we need to be cautious in the approach and set conditions conservatively with the public, long term impacts and costs to the neighborhood and tax payers in mind. We have this one chance because Core's optimal business plan requires some use changes or variations from the city plan.

Concerns brought up in the public outreach with some of my own thoughts.

Traffic and particularly parking was one of the biggest concerns. Core said they are meeting the requirements which is less parking than units and will set rules and monitor the potential problem. Folks felt those were words with no external enforcement and Core admitted if the property sold the rules could be different.

Encroachment and lack of enforcement of NAU workday parking in the neighborhood is currently a problem and this would make it worse.

Hub would be the beginning of the demise of the neighborhood and there was no south side plan. They see this as a piecemeal approach with no long term planning other than high level transect type planning, a concept hard for the average person to understand in terms of impact.

If Core's hope is to encourage pedestrian traffic over car, why aren't they partnering in implementing rights of way and other encouraging pedestrian facilities?

Looks are in the eye of the beholder, but building heights permanently affect view sheds and the town image especially in this location.

Here are some of my thoughts/comments:

Traffic- no left turns on to Milton from Phoenix or off of Milton to Phoenix except for City busses. Traffic designs should be such that Phoenix, Beaver, and Humphreys are the main auto route to and from Campus rather than weaving through residential areas. That may have traffic control costs. Who pays and how does that affect the current traffic circulation and businesses?

The only sure way to mitigate parking problems is to have enough parking for all units. Parking requirements maybe based on a set of city rules, but a set of rules may not meet the needs of special circumstances and locations. Core's good faith approach is to make their own 'house' rules which new owners can change and is a step away from city control.

Transect zoning is too coarse when it effects old neighborhoods. That requires more detailed planning. Therefore, a request to change the zoning in itself begins a piecemeal planning process of the south side.

Pedestrian/bike encouragement requires forethought and facilities. For example, there is no pedestrian access under the east side of the underpass and no way to cross if the destination is the library, Wheeler or Thorpe Park. The railroad bridge is being used illegally for that access even now and will probably be used more.

Phoenix between Milton and Mikes Pike will be shaded most of the winter because of building heights causing a danger and a maintenance problem for pedestrians, bikes, and motorized vehicles not much different than downtown Aspen St..

Building height and minimal set back will change the Milton view shed and city image and will also delay sun exposure of the sidewalk and road till well after noon in the winter.

I submitted these comments with the idea of being useful in considering opportunities and impacts.

Nat White

## Brian Kulina

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**From:** Mark Sawyers  
**Sent:** Thursday, January 14, 2016 8:58 AM  
**To:** Brian Kulina  
**Subject:** FW: The hub

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

fyf

-----Original Message-----

**From:** Joseph Walka [<mailto:joseph.walka@nau.edu>]  
**Sent:** Wednesday, January 13, 2016 6:07 PM  
**To:** Mark Sawyers  
**Subject:** The hub

As a former P and Z member, I would vote against the Hub as currently proposed. The parking for the project is insufficient in an area of high density population. Inadequate attention is being paid to traffic issues as we consider various proposed projects.

Joseph J. Walka  
613 W. Cherry Ave.

Sent from my iPad

## Brian Kulina

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From: Duffie Westheimer <dwestheimer@gmail.com>  
Sent: Friday, January 15, 2016 9:59 AM  
To: Daniel Folke; Brian Kulina  
Subject: important forgotten info

Follow Up Flag: Follow up  
Flag Status: Completed

Greetings Dan and Brian,

In my Commission meeting comments the other evening I forgot to make this very important point that I'd like included in the record as another reason the Hub or any similar development is bad for Flagstaff.

As a cyclist for more than 40 years --touring, commuting as well as recreational riding in many parts of the world-- I have seen bicycling in the US *wax and wain in popularity a few times*.

**The point is that although some students may like to ride a bicycle these days it would be irresponsible to believe that in ten years, if not in five years, they will still want to ride. Americans love cars more than bikes and probably always will. To base development on the idea that students won't have cars (especially if they can afford luxury dorms) is naive at best. That assumption is only a profit windfall for the developer that makes problems for Flagstaff residents and sucks up COF resources dealing with the resulting problems.**

**Making it difficult to have a car will not eliminate Americans having and using cars.**

I think I said this the other evening but it is worth repeating, more traffic on the roads does not make bicycle use increase. Most people do not have the skills and or confidence to ride with traffic, even with a bike lane--bike lanes are a problem at every turn--literally.

Also people need to get across town and Butler, as an example, is really not safe to ride on when we have snow/ice/cinders, etc. piled up on the right side of the road--pushing bikes in and out of traffic. (We have only one car so I ride it anyway but when I have to take the dogs to the vet which I do with a trailer this is a serious problem. Even if riding on the sidewalk is illegal it is not even an option because they are covered in uneven snow.

**In short, as Flag has grown over the past 35 years I've lived and ridden here, riding has not gotten better because the amount of traffic has outpaced the available space, moves faster and bikes are always considered second-class users on the road.**

I hope these comments are taken into consideration.

Thanks for your time.

--Duffie Westheimer

On Thu, Jan 14, 2016 at 4:02 PM, Daniel Folke <DFolke@flagstaffaz.gov> wrote:

Duffie,

I know Brian replied to you on Monday morning. Please let me know if you are unable to get his reply and attachments.

Regards.

Dan Folke

Planning Director

City of Flagstaff

928-213-2630

---

**From:** Brian Kulina  
**Sent:** Thursday, January 14, 2016 2:00 PM  
**To:** 'duffie@westheimers.net' <duffie@westheimers.net>; 'dwestheimer@gmail.com' <dwestheimer@gmail.com>  
**Cc:** Mark Landsiedel <MLandsiedel@flagstaffaz.gov>; Daniel Folke <DFolke@flagstaffaz.gov>; Mark Sawyers <msawyers@flagstaffaz.gov>; Brian Kulina <BKulina@flagstaffaz.gov>  
**Subject:** RE: well?

Ms. Westheimer -

I received your e-mail and I provided a response. A copy of the responding e-mail is attached for reference. Perhaps the size of some of the attachments caused it to be automatically sent to you bulk mail folder. If that was not the case, I apologize for you not receiving the response in a timely manner.

Brian J Kulina, AICP

Planning Development Manager

P: (928) 213-2613 | F: (928) 213-2089

**From:** Duffie Westheimer [mailto:dwestheimer@gmail.com]  
**Sent:** Thursday, January 14, 2016 1:39 PM  
**To:** Brian Kulina  
**Subject:** well?

Mr. Kulina,

I sent an email that would have been in your "box" Monday morning with ten questions relating to zoning in general and the Hub in particular. Those were not rhetorical questions. Will you be sending answers, as requested?

Please let me know.

Thank you,

Duffie Westheimer

--

Lots of new Lanamals! Look here: <http://www.lanamals.com>

## Brian Kulina

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**From:** Diana Thorson <thorsond@commspeed.net>  
**Sent:** Thursday, January 14, 2016 5:35 PM  
**To:** Brian Kulina  
**Subject:** My unspoken words (and more)  
**Attachments:** Di on The Hub.docx

Ms. Diana Thorson  
4521 E. Flintwood Ln.  
Flagstaff, AZ 86004

January 13, 2016

Mr. Brian Kulina, AICP  
Planning Development Manager  
Planning & Development Services  
211 West Aspen Ave.  
Flagstaff, AZ 86001

RE: 17 S. Mike's Pike (The Hub)

Dear Mr. Kulina,

Thank you to you and your committee for your efforts to listen to the concerns of the **citizens** of Flagstaff. I stayed the full 3 hours at the hearing as Richard, whose letter you referred to in your opening remarks, is quite ill. I wanted to listen to others so I wouldn't be redundant if I got the chance to speak, thus time ran out before my name was called. I actually came away with issues to which no one referred. A great deal can be learned by looking at HISTORY. We moved here from Chicago to get away from the urban sprawl. It takes control of your life, more than technology. (Could the developers have a different idea of what a small historic town should look like?)

We have lived here 32 years and owned a business in the MacMillan Bldg. until the downtown parking issue in 1984 was "solved" by building the Flagstaff Mall, pulling business away from downtown and forced us to close in 1986. The new City Hall had not even been built yet. I worked for the Sheriff's Office in the jail in the 1990's. I often had to park up the hill in the neighborhoods, including in front of Babbitt's home. (County Building doesn't even have enough parking for the employees, never mind for those who need to do business there). When I taught at S. Beaver School, I often found myself unable to leave as a student parked behind my car.<sup>1</sup> THE ISSUE HAS BEEN HERE FOR A VERY LONG TIME. Your predecessors as far back as that and longer did not take care of business then; it is now a major crisis and up to you to make better unbiased decisions based on what **the public** is saying (Out-of-state dollars vs. preserving our heritage.) The city and library lots are barely adequate putting the burden on that historic neighborhood. **There is just no question that the proposed Core Campus Development will be the breaking point of the Downtown tourist area, to which tourists have come to experience. If you approve this, it will never go away. Tourists will cease to find Flagstaff charming. Look at Riordan Mansion, our hidden treasure barely surviving. We must be better stewards of our past. The only "winner" here is Core. Whatever dollars the city would collect in taxes would be eaten up by ancillary services—maintenance of the area, policing, traffic control, trash, recycle, etc. House students on campus and NAU would be providing those services (student jobs?) but retail would still benefit.**

I learned much tonight: there are issues that conflict with reality trickling out of the larger issues. Many were mentioned, some were not.

How is it legal to allow this private enterprise to have dedicated on-street parking overnight when, by Ordinance, October to April there is no on-street parking?

We have always lived on the East side. How is it equitable for those living in the historic neighborhoods to have required paid permit parking and we do not? The South side residents didn't cause the problem.

Core Campus Development is in the business of building housing for STUDENTS. Don't be fooled by their false "intention" to recruit families (limiting cars). If they followed through with that emphasis, we'd have to reclaim S. Beaver School, another casualty of NAU sprawl.

Regarding Core's commitment to "policing and informed student expectations" is a false reality. There was an Eviction Clinic this very day at the Courthouse. Eviction is a nearly impossible resolution for bad behavior as the AZ Revised Statutes favor the renter, not the landlord. At best it can take 2 years or more, depending on the behavior. We know this from personal experience. Providing *Logical Consequences* (1968, Dr. Rudolf Dreikurs<sup>2</sup>) for bad student behavior is the college's job. Strong action can only improve the quality of the character of the college student population.

Someone needs to take a stand regarding the extent to which we are going to let students define what Flagstaff is. It might as well be you and better now than later. You can see by the proportion of opponents to advocates you will be very popular if you choose to be defined by our history and natural beauty rather than a college campus. The two venues should be distinct where both students and residents can enjoy the cosmopolitan atmosphere a university provides without destroying the uniqueness of our historical roots and natural environment. The Land Grant College System (Morrill Act) did that for us in the 1860's.

Take the lead and encourage the formation of a committee to lobby the Board of Regents to take responsibility. There is enough bad publicity about college students to go around.

Has their mandate to increase student population by 10,000 been examined closely enough to know that this community's infrastructure can support that density?

Nearly all college students are not mature adults. Take a trip to University Surplus and see the damage they do to government property. They need to live on the state land as wards of the college.

By taking on The Hub, we are enabling the Board of Regents to shirk their duty: to teach good behavior, responsible tenant practices and the respect as guests of our or any city. Academia must include life and social skills.

Why can't Core Campus run their business as a concession ON STATE PROPERTY? Let them use the state's 80 acres. Tourists definitely are not coming to Flagstaff to mingle with college students.

Per the President of the Chamber of Commerce, it would be interesting to hear from a realtor as to whether The Hub might inflate or decrease property values in the downtown corridor. Certainly, when Internet education takes the lead, Flagstaff will be left with a mighty big, vacant eyesore.

Milton Road is a U.S. Highway, all the way to Rt. 64. They have no obligation to assist the city with the gridlock of traffic from I-40 to the Nordic Center. We are in this alone to control the traffic. The voters missed their chance when they voted against the Ponderosa Parkway over MacMillan Mesa through a corner of Buffalo Park. Add The Hub to the mix and we will send skiers to the White Mountains.

I hope there are people on the committee who have visited other college towns and examined how the student populations are housed. Places like Ogden, UT; Williamsburg, VA; College Park, MD; Savannah, GA; Boston, MA; Denver, CO; Boulder, CO; Charlottesville, VA, etc. should be evaluated to determine the best and worst ways to expand. As a Land Grant College it should be a no-brainer. Use the land set aside for the college. I don't know what it is like now, but my husband and I both went to Southern Illinois University, joined a sorority and fraternity, living in a small group housing area, each with their own house, several miles from downtown Carbondale. We were taught how to respect our housing and the city, and underclassmen were not allowed to have cars unless they were commuters or handicapped. Somehow high behavior standards have been lost. We need to direct the responsibility to the appropriate entity. That is your daunting task, which starts with not only denying **this** code change, but by tightening code and building restrictions, especially adjacent to historic areas. The city buildings need to follow the same design conformity history has left us. Over and over I hear that the library should be the model for new structures. Is anyone listening? Sedona has sure shown the power of design control. We need a MUCH STRONGER Architectural Control Board as I, with design and architectural undergraduate training, see from proposals with other pending projects.

Sincerely,

*Diana Thorson*

Diana Thorson  
(928) 526-4671

<sup>1</sup>Our son owns his home at the intersection of S. Verde and Ellory. The struggle to park on the street or in his driveway is a constant problem. This is "creative student parking" across Verde St. from his home, IN the Rio de Flag.



<sup>2</sup> Child & Family counselor, founder of the Adler Institute of Professional Psychology, Chicago, 1952-1972

## Brian Kulina

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**From:** Charlie Silver <cws720@gmail.com>  
**Sent:** Friday, January 15, 2016 9:20 AM  
**To:** Brian Kulina  
**Cc:** Daniel Folke  
**Subject:** Wednesday's P&Z meeting

Hello Brian and Dan,

Would you have a total tally to date of the "not in favor" and "in favor" comments received about the proposed Hub project. I am thinking this would include all the email comments to date as well as the public testimony from Wednesday's P&Z meeting too.

Thanks very much,  
Charlie Silver  
720 W. Aspen Ave.

Sent from my iPad

## Brian Kulina

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**From:** mimimurov <mmurov@qwestoffice.net>  
**Sent:** Friday, January 15, 2016 3:36 PM  
**To:** Brian Kulina  
**Subject:** Core Campus

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear P&Z,

I recently sent an email concerning The Hub by Core Campus. I attended the P&Z meeting on Jan 14. I appreciated that you mentioned the received emails in this meeting and I appreciate the extra amount of time you allotted to public input. During the presentation by Core Campus I understood them to say that there would be only one entry/exit to the upper apartments. Did I hear this correctly? If so don't you find that to be a safety hazard in case of fire or other emergency?

Again thank you for your thoughtful consideration in hearing the public input. I hope you will deny the CUP and change in zoning for reasons mentioned in my previous email as well as those mentioned at the Jan 14 meeting.

Sincerely,  
Mimi Murov

## Brian Kulina

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**From:** Jerry Johnson <jjohnson820@juno.com>  
**Sent:** Sunday, January 17, 2016 7:51 PM  
**To:** Brian Kulina  
**Cc:** Daniel Folke  
**Subject:** The Hub

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hello,

I attended the last P&Z meeting about the Hub. I did not speak or give a written comment at the meeting, but would like to do so now. I am totally opposed to the Hub. It is inappropriate for Flagstaff and would be the beginning of the ruin of downtown Flagstaff. The lack of available parking can not be overlooked. Student housing belongs on campus where NAU can control the associated problems. NAU has a hundred acres of undeveloped land. Build the student housing there, not in the heart of the city.

Jerry Johnson

Sent from my iPad

## Brian Kulina

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**From:** Victoria Vanpuyvelde <vcv5@nau.edu>  
**Sent:** Monday, January 18, 2016 10:54 AM  
**To:** Brian Kulina  
**Subject:** The hub

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Brian,

My name is Victoria and I am aware that you are keeping a tally of those in or not in support of the Hub on Mike's Pike. If possible, I would like you to add me to the "not in support" list. I do not support the building of this project.

I have lived in Flagstaff for 6 years now and I cherish this community. I have grown into myself here, and I feel that the community and the overall vibe of Flagstaff has helped contribute to my growth as a young adult. I live at 205 South Beaver Street and I believe that if this building goes up, it will significantly decrease the value, aesthetic value, and overall feel of my neighborhood. I do not support this and want you (or someone) to hear my voice.

Thank you for your time.

Best,  
Victoria VanPuyvelde

## Brian Kulina

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**From:** Becky Cardiff  
**Sent:** Tuesday, January 19, 2016 7:53 AM  
**To:** Brian Kulina  
**Subject:** FW: The HUB  
**Attachments:** HUB CUP deny letter final.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Can you include this in your next packet to P&Z?

*Becky Cardiff*

*Development Services Supervisor  
City of Flagstaff  
211 W Aspen  
Flagstaff, AZ 86001  
Phone-928-213-2618  
Fax-928-213-2609*

**From:** Rob T. Construction, Inc/ Robert Trathnigg <mailto:RobTConstruction@commspeed.net>  
**Sent:** Monday, January 18, 2016 9:46 AM  
**To:** Becky Cardiff <[bcardiff@flagstaffaz.gov](mailto:bcardiff@flagstaffaz.gov)>; Mark Sawyers <[msawyers@flagstaffaz.gov](mailto:msawyers@flagstaffaz.gov)>  
**Subject:** The HUB

Hi Becky,

Please forward the attached letter to the Planning and Zoning commission members and enter it into public record.

Thanks

Rob

## **ROB T CONSTRUCTION, Inc.**

Robert W. Trathnigg - President  
2030 South Ash Lane, Flagstaff AZ 86004  
(928) 607-6431 Phone  
(928) 525-9700 Fax  
[robconstruction@commspeed.net](mailto:robconstruction@commspeed.net)

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[www.avast.com](http://www.avast.com)

To: Flagstaff Planning and Zoning Commission,

January 17, 2016

RE:PZ-15-00164 HUB CUP Request

I ask that the Planning and Zoning Commission deny core Campus's request to amend the Downtown Regulating Plan, and for a Conditional Use Permit (CUP) for the HUB.

I feel this project would be a Visual Pollutant and change the look and feel of the downtown area. It will also have a negative effect on parking availability in the downtown area. The Hub will be a major impact to the skyline from the surrounding area and very visible from the intersection at Route 66 and Milton ave. The developer has not provided elevations looking at The HUB, from the south. This one structure will change the look and feel of our walkable neighborhood from individual, separated buildings with varying setbacks from the sidewalk, to a 4/5 story monolithic structure, built to the sidewalk. It deletes the neighborhood feel and replaces it with a sprawling, high density, high rise structure.

It is important to note that the 7 parcels that make up the HUB Property were identified in the original Zoning Maps (Zoning map and Transect Zone Overlay Maps) for their value and best use with consideration of the existing structures and approved use(s) of the adjacent parcels. I do not think re-drawing the Zoning maps, based on the combined parcels, is appropriate.

The current CS zone states, "the development of residential uses in addition to commercial uses is encouraged in this Zone, provided that residential uses are located above or behind the primary commercial service use". (Flagstaff Zoning Code 10-40.30.040 Commercial Zones)

The current HC zone states, "the development of commercial uses in addition to residential uses is encouraged in the HC Zone to provide diversity in housing choices, provided that residential uses are located above or behind commercial buildings so that they are buffered from adjoining highway corridors. The provisions of this Zone are also intended to provide for convenient, controlled access and parking, without increasing traffic burdens on the adjacent streets and highway." (Flagstaff Zoning Code 10-40.30.040 Commercial Zones)

I feel it is also important to note that, under the current Zoning (CS and HC) the front, side, and rear setbacks, as well as, increased parking requirements and landscaping requirements would be major factors in regulating building size and overall lot coverage.

In addition, I do not think the HUB project should be considered for transect zoning, or any "form based" code applied to the property. The Flagstaff Zoning Code, Preamble, P .090, "Using the Flagstaff Transect" states in paragraph A, "The City- Guiding Principles, 1. Preserve and enhance community character; 2. Encourage appropriately scaled infill and development". The Hub does not meet this description.

The HUB does not meet the description of the transect zones standards as outlined in 10-40.40.10.010 "Purpose". This section describes transect zones as "optional" but does not describe them as zones applied to the properties they cover "By Right". The property/ project must meet the specific requirements of the transect zone to adopt the transect zone overlay.

The T4 Neighborhood 1 (T4N.1) standards describes the intent of this overlay zone as, "The primary intent is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing such areas to evolve with the integration of small building footprints and medium density building types. Appropriate building types might include bungalow courts, duplexes, and apartment complexes, which are typically smaller than those found in other zones". (Flagstaff Zoning Code 10-40.40.070 T4 Neighborhood 1). It goes on to describe uses as, "homeowner offices and small neighborhood supporting uses, such as music classes and artist studios".

The HUB does not meet the requirements or description provided in the Flagstaff Zoning Code 10-40.40.070 T4 Neighborhood 1 Transect Zoning Standards. Please deny the CUP and rezoning request.

The T5 Main Street Standards states, "the primary intent of this zone is to reinforce the vitality of the downtown area adjacent to the core, to allow it to expand and evolve, and to provide an appropriate transition into existing neighborhoods." (Flagstaff Zoning Code 10-40.40.090 T5 Main Street Standards). It then goes on to state, "the Zone and sub-zone are intended to preserve and build upon the existing pattern of development. New development, renovations, and additions should be in character and scale with existing valued patterns." (Flagstaff Zoning Code 10-40.40.090 T5 Main Street Standards).

The HUB does not meet the requirements or description provided in the Flagstaff Zoning Code 10-40.40.090 T5 Main Street Transect Zoning Standards. Please deny the CUP and rezoning request.

The Hub is within a high density area as outlined in the Regional Plan. There is a great example of a property that meets this recommendation, falls within the neighborhood standards and character, and meets the existing Zoning Code requirements at the corner of W Santa Fe and Sitgreaves ave, across the street from the city hall parking lot (to the west).

Again, I request that the Planning and Zoning Commission deny Core Campus's request to amend the Downtown Regulating Plan, and for a Conditional Use Permit (CUP) for the HUB.

This property can be developed according to the standards outlined in the Zoning Code and Regional Plan, without applying the Transect Overlay Zones. Again, please deny the request to amend the Downtown Regulating Plan, and for a Conditional Use Permit (CUP) for the HUB.

I own the property at 12 South Mikes Pike - corner of Mikes Pike and West Phoenix. If the HUB is built, I will benefit financially with increased rents and increased property value. However, the Downtown area I have worked to revitalize will not, the City I am raising my family in will not, and I feel that outweighs any personal gains I may realize.

Thank you,

Sincerely,

Robert W Trathnigg

2030 S Ash Ln

Flagstaff, AZ 86004

January 20, 2016

To: Planning and Zoning Committee  
RE: PZ-15-00164 HUB CUP Request

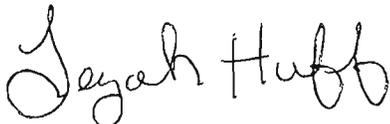
As a long time resident of Flagstaff, as well as a graduate of NAU, I ask that that the CUP be for The Hub be denied. While attending NAU I lived on Mikes Pike and witnessed the traffic and parking problems first hand. For example, 2 separate accidents occurred to cars backing out of the driveway where I lived. The traffic turning onto Cottage was not visible to the driveway. Both times, the fault was attributed to the person backing out. It became necessary that a person stand at the corner of Mikes Pike and Cottage to prevent accidents. The buses only add to the existing problem. Many others in the neighborhood experience similar problems due to the congestion in the area. Parking for those working in the area was also scarce. It was necessary for a few of my friends to park in my driveway in order to find a spot. The Hub will only increase this problem for those living in the Southside.

I am currently finishing graduate school at UofA and living in the neighborhood opposite The Hub located in Tucson. The character of the neighborhood is dominated by the large structures nearby. For this reason alone, I feel The Hub should not allowed in it's current monolithic form.

I look forward to returning to Flagstaff in May and working as a Nurse Practitioner. I feel of the heart of Flagstaff would be destroyed by a student housing project smack in the middle of what I consider downtown. I watched the Southside neighborhood be revitalized while living there and recognize that this is a very important step in the building of the community and the character that is there should be maintained.

I have been keeping abreast of the development through the Daily Sun online. Please deny The Hub the benefit of the CUP. Let the development of the area be led by projects more in keeping with the feel and character of Flagstaff.

Lezah Huff 3221 N Jackrabbit Lane Flagstaff, AZ (permanent Flagstaff address)



## Brian Kulina

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**From:** Walter Salas-Humara <walter@waltersdogs.com>  
**Sent:** Tuesday, January 26, 2016 9:54 AM  
**To:** Brian Kulina; Mark Sawyers  
**Subject:** The HUB

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hello Council Members,

I have my art studio across the street from the proposed HUB site and have followed the progress and gone to many meetings including the recent zoning hearing.

I'm not against a denser urban core for Flagstaff. It makes perfect sense on many levels - a walkable, livable, lively, and more European style community.

This will be very attractive for visitors and residents alike. To achieve this, you, the city planners, will have to be very careful about the architecture and the use of the new buildings that will eventually dominate the downtown area.

I have been very disappointed in the HUB project. Given its location, it will become the symbol of the new city of Flagstaff. It will be a very large signal of what Flagstaff will become. Let's have a forward looking project with amazing architecture that will incorporate all walks of life and all types of retail.

Let's not signal to future developers that we are OK with Flagstaff becoming a party town for students full of nothing but restaurants and bars with the inevitable parking problems, DUI's, drunks, fights, etc, etc.

Firstly, it's simply too large for the character of the neighborhood. Yes, I know it's within the city guidelines, but it's too large for the infrastructure of the area, especially the roads and parking.

Secondly, in order to comply with what they think the neighbors will accept, they have dumbed down their design to make it look just like every other faceless building project that signals mediocrity.

Thirdly, it's just gross that they plan to take advantage of the students, our neighborhood, and ultimately drive up rents, and drive normal folks out.

You are elected to protect the future of this awesome city and community.. Please do your job by denying the HUB this location and offering them an alternative location that is more appropriate for their development. A location where they don't have to dumb down their architecture and where the residents can have just as easy access to the University.

Thank you,  
Walter Salas-Humara  
100 Mikes Pike

## Brian Kulina

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**From:** Gisela Kluwin <gkluwin2@gmail.com>  
**Sent:** Tuesday, January 26, 2016 6:08 PM  
**To:** Mark Sawyers  
**Cc:** Brian Kulina  
**Subject:** The Hub

Dear Mr. Sawyer,

I attended the P&Z meeting concerning the Hub project on Jan 13, but neglected to turn in my blue comment card. I think it is very important to make my voice heard in regards to that controversial project, hence my email. After listening to the developer's proposal and then trying to visualize that mega project in the space between Phoenix Avenue and Mike's Pike, my mind just shut down in horror, overwhelmed by the proposed size and occupancy numbers. I am also very disturbed by the low number of parking spaces built into the project. The proposed parking structure for 30% of the residents may fulfill the letter of the zoning requirements, but does not fit at all the actual neighborhood situation. There is NO PARKING available in the South side neighborhood aside from a very few unregulated spaces and a few 2hr spots. And when these are taken up by students, residents and visitors alike will be further frustrated and businesses will lose customers. Furthermore, the traffic flow in that tight neighborhood will become a nightmare, especially during the snow months, when Phoenix Ave becomes effectively a one lane street, and cars have to dodge buses which frequently enter and exit from the transfer center. In summary, I think that the current Hub project is too big for the neighborhood, that there is insufficient allowance for in-house parking, and that traffic flow will be negatively impacted. I urge the P&Z commission to deny the rezoning request from T4 to T5 and to deny the request for a CUP.

Thank you for allowing me to comment on this project and to add my concerns to the many eloquent voices heard during the meeting.

Sincerely,  
Gisela Kluwin  
2333 N Fremont Blvd  
Flagstaff, AZ 86001

## Brian Kulina

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**From:** Emily Ross <emross05@hotmail.com>  
**Sent:** Tuesday, January 26, 2016 9:17 PM  
**To:** Brian Kulina; Mark Sawyers  
**Subject:** Can you please forward this to the Planning and Zoning Committee?

Dear Sir or Madam,

I am writing in regards to the proposed Hub that the planning and zoning commission has been considering on the corner of Mike's Pike and Phoenix, and am strongly urging you to reconsider!

I moved to Flagstaff ten years ago now, and I have lived in several homes in this specific area during that time. My memories are deeply rooted in this eclectic community which I feel is the heart and soul of the town's entire appeal. I understand the basic economics of growth, and have had exposure to the processes you go through regularly in attempt to grow Flagstaff in the correct manner, as I worked for the City of Flagstaff for several years.

However, I want you to consider how this may impact the renters, home and business owners, and even traffic! I recently purchased my first home in Sunnyside and am so proud to call Flagstaff my home. As a first time home buyer, the market was incredibly difficult for me to afford my own home. I was actually only able to put down roots because I won my home on a deal through the 'Good Neighbor Next Door Program.' I think I understand the need to cater to the growing community of NAU, but I wonder if the decision of location is the best. This area has a lot of potential for expansion in ways that enhance the cozy, quaint, yet still progressive and adventurous vibe that everyone loves. This is how the city has been marketed (with its 'passport stamp' feel), and I worry that all the new additions of high-rise buildings will detract from the image you are trying to project.

The proposed photo I see in the newspaper looks like Phoenix! This is fine, and I think several parts of Flagstaff in the NAU vicinity have a more modernized uptown, classy energy, which I truly appreciate, although it is a bit sterile. People like it! I think this location, however, needs to be protected from negative gentrification with generic high-rise buildings, and instead, should incorporate the space to foster more small businesses- stores and restaurants. This will easily bring in the same appeal as the New Frontiers lot has, and it will encourage incoming student groups to populate the already existing homes within the community. What's more, it will keep some of the home values in the neighborhood affordable so younger generations can afford to integrate after becoming educated here. I think the homes south of the tracks can really be revitalized, much like Sunnyside, to be affordable to a younger home-buying generation like myself.

As a young woman who has worked in numerous jobs within the community, I think the idea is good, but should just be relocated. I propose taking a look at some of the homes in the Lone Tree area. The size and location are wrong for this area, and moving the businesses onto Milton would project a weird image, and most likely destroy them in the long term. This road has high-traffic flow and lack of parking. As you are approaching the heart of Flagstaff's downtown, I do not feel a high rise building is the best introduction! Should a tall building need to go in there, it would be best used as a mixed use building, like a mall's appeal would present, with markets, businesses and eateries stacked on top of each other. Parking and student housing is more appropriate within campus or between the 2 colleges.

I always felt Flagstaff was holding on to an image that separated them from a 'big town feel' such as this initiative would project. Please hold true to this! It is why we make the nation's top 10 lists all the time!

Thank you for your consideration,

Emily Ross

440-241-9251

[Emross05@hotmail.com](mailto:Emross05@hotmail.com)

2521 North 3<sup>rd</sup> Street

Flagstaff, AZ 86004

## Brian Kulina

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**From:** Janelle A Gaun <jgaun@email.arizona.edu>  
**Sent:** Tuesday, January 26, 2016 10:13 PM  
**To:** Brian Kulina; Mark Sawyers  
**Subject:** Opposition to The Hub zoning project

To Planning and Zoning Comissioners,

I am writing in adamant opposition to The Hub student housing development on mikes pike. I request that you share my email with all the Comissioners prior to the zoning hearing.

As a college student no one understands more than I do the desire for up to date rental properties close to retail and resturaunts. There is very little that students want more than easy access to everything in their immediate needs. But I also know that I am willing to ride my bike or drive just a few short miles to get the "feeling" that makes downtown Flagstaff such a desirable place to live. For the last several years I have been living in Tucson and that city too has been undergoing a revival of their downtown spaces. And like Flagstaff plans for a student development were well underway when I arrived. I quickly saw, against the better wishes of the neighborhoods around the retail streets, a huge development rise towering above the neighborhood. The area now suffers chronic parking shortages and the additional burden of an eyesore. Students choose not to live in the new development because modest, affordable housing is available a few miles away and within an easy comments to the area. Today the complex is decreasing the asthetic of the area as well as the value of the surrounding property because of its close proximity to such a large body of students and the noise and congestion they create.

As a resident, born and raised in Flagstaff I know the inherent value of the small, safe downtown. Those were the streets the ones that my parents brought me to to ride my bike on during the summers because they were free from excessive congestion and cars trying to park. As a preteen and teenager the downtown area was one place where I was swallowed to explore my freedom because of it had the perfect mix of family friendly (important to mom)? but modern and engaging (important to me). As a young adult Our Virgin of Guadalupe historic church provided solace and was a place of refuge for a grieving teen even though I am not a practicing Catholic. I stumbled into it because it was a calm neighborhood to walk into and the church was welcoming. I know, as a Flagstaff resident, that living away from downtown is not a barrier to spending time there. In fact, it's lure was the coupling of beautiful residential and historical areas with the upbeat retail sections.

You can be assured that even as a young adult I will not be visiting the region around Mukes Pike including Macy, fratellis, the breweries, the church, or many of our iconic restaurants if the Hub is built. Downtown flagstaff cannot handle the sheer density of people living in such close quarters while maintaining the integrity of the area. I am of course referencing recent student housing projects in Sawmill plaza and their extensive problems with crime, noise and crowding and that can otherwise be considered relatively benign in that they did not disturb established neighborhoods.

The Hub does not keep with the goals and culture of Flagstaffs downtown. It will only alientate one group of people in an attempt to access another that already enjoys the area anyways.

I fully support student housing. I fully support Flagstaffs growth. But I know that students will not stop spending time there just because they do not live there. This development will only destroy what already makes the area so great. Community, safety, history and accessibility.

I urge you to reject The Hub's proposal including their Conditinal Use Proposal.

I hope you consider my voice and my plea,

Janelle Gaun

## Brian Kulina

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**From:** Patrick T <patricktaylor333@gmail.com>  
**Sent:** Tuesday, January 26, 2016 10:23 PM  
**To:** Brian Kulina; Mark Sawyers  
**Subject:** Opposition to the Hub Development

I oppose the development of the Hub on mikes pike. Flagstaff has grown immensely in the past 20 years but has still held on to its small town feel because its residents care about the community. With the introduction of other student housing developments in sawmill near the police dept. and other areas there was increased crime and general behavior that is not akin to what Flagstaff stands for. By introducing these student housing projects you are taking away from Flagstaffs community and turning it into another dime a dozen for profit college towns. Please do not allow these plans to move forward.

-Patrick Taylor, a citizen of Flagstaff for over 22 years

## Brian Kulina

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**From:** marymckell <marymckell@q.com>  
**Sent:** Friday, January 29, 2016 10:56 AM  
**To:** Brian Kulina  
**Subject:** Fwd: the Hub

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**From:** "marymckell"  
**To:** [bkulina@flagstaff.gov](mailto:bkulina@flagstaff.gov)  
**Sent:** Friday, January 29, 2016 8:34:08 AM  
**Subject:** the Hub

Dear Brian,

I am writing against any rezoning for the Hub development.

I feel that this development is inappropriate for the proposed location. Possibly the developers could locate this proposed development in an area that will not have such a negative impact on the South side neighborhood or the downtown.

There were so many excellent arguments against the Hub stated at the Planning and Zoning meeting held on January 13, 2016.

It was obvious that the citizens of Flagstaff do not support this development and hopefully even the developers hear this message.

Thank you for your time,

Mary McKell  
111 East Oak Ave #4  
Flagstaff, Arizona 86001

1-29-15

To Staff and Commissioners

This letter contains information that has come to light to members of the community recently and is respectfully submitted. It is submitted by one person here but has been researched and co-written by many community members. Because of time, the signatures of those members are not included here, but will be sent in the next few days.

1. The Hub should not be considered for transect zoning.

A project may opt into transect zoning not simply by right, but only if **it meets all transect zoning standards**. The Hub does not meet all the standards for transect zoning or therefore qualify for any of the unique advantages associated with it, such as reduced parking requirements, as noted from Flagstaff's Zoning Code below:

Preamble P.090, Using the Flagstaff Transect:

**A.1: Preserve and enhance community character;**

**A.2: Encourage appropriately scaled infill and development;**

**C.1: Build upon the reinforce the unique character of Flagstaff;**

**C.4: Ensure that architecture and landscape grow from local climate, history and building practice.**

10-40.40.070 T4 Neighborhood 1 Standards, page 40.40-25

**The primary intent of this zone is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing such areas to evolve with the integration of small building footprints and medium density building types. Appropriate dwelling units might include bungalow courts, duplexes, and apartment houses, which are typically smaller than those found in other zones.**

10-40.40.090 T5 Main Street Standards, page 40.40-37

**The primary intent of this Zone is to reinforce the vitality of the downtown area adjacent to the core, to allow it to expand and evolve, and to revived an appropriate transition into existing neighborhoods.**

**The intent of the T5 Sub-Zone is to provide the appropriate form and scale for areas that are transitional between commercial and residential uses, and to allow the neighborhood commercial areas to expand as the market demand grows.**

**The Zone and Sub-Zone are intended to preserve and build upon the existing pattern of development. New development, renovations, and additions should be in character and scale with existing valued patterns.**

Because of failure to meet the intent of transect zoning standards, the Zoning Map Amendment should legally be denied.

2. The zoning map amendment request should be denied.

If the project is not eligible for transect zoning, then the T4/T5 swap would of course not be an issue. Beyond that:

T4 zoning allows a maximum 3-1/5 story height and 60% lot coverage. This is needed along Mikes Pike as a buffer between the viable, existing, mixed use residential neighborhood and the property along the busy Milton Road. T5 zoning allows a maximum of 5 story and 80% lot coverage, too intense a use within the existing neighborhood, and belongs along Milton where it is currently designated.

The 3-1/2 story height limit in the zoning code is more in line with recommendations in the Southside 2005 specific plan, which is in turn referred to in the Regional Plan. This maximum building height is more appropriate to the historic, mixed use, pedestrian, residential neighborhood. Allowing 5 stories along Mikes Pike be a precedent that would dwarf existing structures and further encourage future development of this height on other lots along Mikes Pike and possibly eventually east into the neighborhood. This would create a false value based on height and density that would replace the existing value of the neighborhood as an up and coming arts district which is even now developing within current zoning rules and plan guidelines. Approving this zoning map amendment would in effect be a top-down decision to change the land use of the neighborhood which should be not permitted without significant public input and dialog and a change to official documents such as the Regional Plan. Staff in it's recommendations and the Commission in it's decision should consider the long term effect of this request, not just for the project itself and the ends it seeks to achieve, but to the neighborhood which is is committed to preserve and reinforce as per the Regional Plan.

Sections of the code referred to above in 1. can also be restated here as legal reasons why the zoning request amendment should be denied.

2a. Because the discussion of "form-based code" has been opened, the proposed form of the Hub should be discussed in particular. Although the Hub is called an apartment house by the developer—and a property owner can certainly call their building any whimsical name they like—the actual form it takes is much more similar to large hotels in Flagstaff such as the Drury and the Raddison than apartment houses in the downtown area. The definitions section of the zoning code, 10-80.20.010 defines an apartment house as:

**Apartment house: A building type that is a medium-to-large sized structure that consists four to 12 side-by-side and/or stacked dwelling units, typically with one shared entry.**

While the T5 section of the code allows a "courtyard apartment", the code does not define this building type.

But a review of the other "allowed building types" listed in T4—carriage house, single-family house, duplex, townhouse, bungalow court, live/work, and variations—imply smaller building types and variety in form. T4 uses the same list but adds in in commercial block, with of course a higher building type permitted. This building type is commonly seen in historic downtown Flagstaff and is presumed to constitute the "community character" that the Regional Plan, Southside Plan and Transect Zoning code section are referring when they encourage preservation of it. This is also the reason the majority of people who look at renderings of the Hub have the immediate reaction that it is "wrong" for the area.

### 3. The Room and Board Conditional Use Permit should be denied.

It is understood that the room and board permit provides functional ability for Core and the future owner of the property to follow their profit model better than renting by the unit, as well as to more easily evict the problem tenants their experience has shown them will certainly occur. However, since this project is proposed within an existing neighborhood rather than a more autonomous zone, it is inappropriate and should not be all granted.

The evidence both here in Flagstaff (see police reports about The Grove and other student housing projects) that rent by the bed, as well as those in other communities, including other Hub projects (see newspaper article about the Hub in Tucson that was submitted previously), is that there are unique problems associated with student housing projects that are not inherent in typical apartment houses. Add to that the much larger population of this particular project, and such problems are likely to be exacerbated. When dropped into an existing neighborhood, those problems become the neighborhood's problems, ones that can be solved only by police and security and can't be solved neighbor-to-neighbor any longer.

There is also an important question to be asked about the reputation of Hub projects in other communities (see the sampling of student reviews also submitted), whether their ability rent by the bed will create similar problems here in Flagstaff, and whether the room and board permit applied at this scale will create an undesirable project that will have to be accommodated by the neighborhood for the long term.

The property owner has stated that anyone who wants to can rent in the Hub, young professionals, graduate students—even families, as they said in the last public meeting to the community gathered there. This is again disingenuous, as young professionals, families and even graduate students are unlikely to rent by the bed. Core may want to use the term “multi-family” housing for the the benefits it provides to them. There is no law against their calling it “multi-family”, an “apartment house” or even the Taj Mahal if they so desire, but that doesn't make it true.

In whatever form this building takes, it has better longevity and therefore value to the neighborhood if it is not limited in it's use to students, as the room and board permit would do.

### 4. Increased density for this project should be denied.

The density that would be achieved by this project depends upon the transect zoning conditions having been fully met, which they haven't, followed by the two uses being switched. If a project that didn't use transect zoning were submitted for conditional use permit to increase the density to “the most dense/intense building in the city” in this existing historic neighborhood, it would be inappropriate to grant permission for it.

Transect zoning and the advantages it offers is based on the idea of an exchange between the community and the project—the project can benefit from existing, mature infrastructure and in return offers something. This project takes advantage of a theoretical parking infrastructure which doesn't really exist, turns within to a large internal courtyard area for renters only, and claims that by offering some commercial property to Mikes Pike (which will most likely be leased by business that cater to the students within), there is an equal exchange. We dispute this.

## Conclusion:

Given staff's concerns about the appropriateness of this project for the proposed location (as opposed to similar projects in other non-neighborhood locations), we are very puzzled about why they are recommending it to the Commission, even with the minor height changes they include in the recommendation. It is clear that Flagstaff Regional Plan: Place Matters, is a decision guiding document as stated in Section III-4, How This Plan Works that is:

“used in the regulatory decision-making process by the City Planning and Zoning Commission, City Council, and City staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or annexations approval of which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies.”

As citizens who are reacting to this project, we have been encouraged to involve ourselves in changing the rules and writing a new Southside specific plan and thereby strengthen our ability to prevent projects like this one that will forever change our existing historic neighborhoods and halt the progress they have made in the last few years. We will certainly do this, but how can we be sure such action will in fact provide any more protection if staff, Commission and Council do not make recommendations based on plans and rules we already have in place? In the T4 section of the Zoning Code for example, which consists of 5 pages, how are the last 4 pages more “legal” than the first page, which describes its very intent? This, and certainly the Regional Plan which was painstakingly written with substantial citizen input, are what we rely upon to make our case to staff, Commission and Council, since in most cases we do not have the resource of a zoning attorney at our disposal. So while we will certainly participate in creating more official documents that will express our vision for Flagstaff, and in greater detail, yet there is no assurance they will make a difference if they are not followed by the staff and officials we depend on to follow them.

A property owner has “rights” which we do not dispute. This property owner's attorney has explained to the community in public meetings that working with us was an optional offering to the community, but that legally they have the “right” to build whatever they want under basic zoning code. This is disingenuous as they are indeed asking for substantial exceptions from the community—a zoning map amendment, significantly higher density, and a room and board permit. In return, they are stretching the limits of what they are permitted to build in many directions. The “rights” they have as property owners come with responsibilities to the community they want to build in. Staff and Commission might feel that they are more responsible to the property owner, especially with the threat of Proposition 207 lawsuits lingering in the air, than to the community. But the official documents, current and in the future, that define and detail the community's shared vision for Flagstaff, represent the “rights” of the community, which they should feel as strongly.

This is a critical case that you are asked to decide on. The implications of your decision will resonate not only in the future of our neighborhoods, but the future of Flagstaff as community people from all over the world visit because of its very special and unique qualities.

Respectfully,  
Marie Jones  
116 W. Benton  
Flagstaff, AZ 86001  
602 576-9262

*These are a sampling of reviews of Hub projects gathered from the web.*

## Student and Parent Comments About The HUB

- 7/1/2015
- I have had two daughters live here on separate occasions. One daughter moved in when it first opened as the Hub and other a year later when it became University House. (Note: Core sold to University House after one year but they still show this property on their website).

Both management teams were terribly inefficient and unorganized. My one daughter was living there when a pipe busted and flooded three floors causing tenants to move out for six weeks. It was chaotic with tenants being forced to leave apartment doors unlocked with easy access for numerous repair people to personal belongings during this time.

When tenants were able to move back in, the trash chutes could not be accessed due to electrical wires they had to temporarily run through the chute space as the repair/remold was not completed. Trash, visualize piles and piles of stinky trash, lined the hallways during the summer months.

Not the only time my family has encountered disgusting living conditions when visiting our kids. We have seen lots of urine, vomit and more trash in the elevators and hallways over the past couple years. Not to mention the times I have been woken up to someone screaming in the early morning hours. The last time, some guy was throwing a girl against a wall at 2AM. We had Tempe police knocking on our door a half an hour later to ask what we saw and heard.

My second daughter moved out halfway through the school year. She paid an extra 85% of her rent to be given priority on the wait list for apartments with rooms that were available. Leasing staff often did not show her apartment even though we paid for the priority status. We later found out that there were only 5 female only rooms on that list. There was really no need to pay the extra fees. I called the leasing office one day to find out that the leasing staff did not have an update list on what apartments with rooms were available. Our daughter's room was not on the list. At one point, the leasing office's phones and email were down for two weeks making it difficult for potential lessors to inquire about rooms to relet.

Also, the turnover rate with the leasing staff is constant for both managers and agents.

When the room was finally relet, it took 60 days for Inland America AKA University House to refund us rent that was paid.

It is truly surprising that the state housing department has not fined or sued this company.

## Comments about Madison HUB

Jake L

in the last week-

The worst living experience I've had in Madison to date. DO NOT LIVE HERE.

As you can see in the google reviews below, every single good review was placed at the exact same time. I know a few of the individuals and they are either living with a staff member or are friends with them. I'm assuming the staff is trying to get the ratings up on Google Reviews.

Do not be fooled by the amenities here, as soon as you sign your lease forget about any respect from the staff whatsoever. The place is run by some of the most unintelligent individuals I have talked to. The sauna has been closed down for weeks at a time with no warning whatsoever, the printer is always broken, and multiple fees have been enlisted without prior consent. (Such as a fee for the water and electricity of the common areas?)

I guess they are building a Hub 2 across the street, and there are giant cranes blocking any sort of view we used to have, let alone any peace and quiet. My sink has broken twice and the water pressure is nonexistent.

A quote from the repair man after all of the cushions on our outdoor patio were ripped "Every single piece of furniture here has come right off the boat from china." Thanks dude, I'm guessing they will scheme us out of our deposit as well.

I wish I could give these apartments a 0 out of 5 as I would leave immediately if I could. IT IS NOT WORTH LIVING HERE. DO NOT BE FOOLED. There is plenty more to complain about but I do not have time to continue with this post, the only good thing about this place is the pool on the roof that's open 5 months a year.

Will S

3 weeks ago-

This place is run by fools. Management is atrocious.

They've scheduled fire drills at 9am every week for the first two months of living here. They've hired security guards that have left an unconscious drunk female incapacitated face down on the lobby couch and when prompted if they thought it was something that needed to be dealt with the male guard shrugged it off as a nonissue. Management split the water bill between the entire complex instead of just our own usage, since I am considerably more conservation minded than most I end up paying for others egregious habits. Management has also refused to refund us for a two week period where we were incapable of living in our units due to delayed construction in effect taking a half month of rent from all of us. Several times our mail has not been processed in a timely fashion leading to packages and letters being given to us days after tracking shows delivered. Last week management started bringing in cranes for their new building across Gilman Street called The James Madison formerly known as Hub 2. The arrival of this equipment has blocked our parking lot exit and has bisected Gilman.

The level of sheer ineptitude needed to accomplish these feats bewilders me.

I have no drawers in my bathroom. The water pressure in my sink is terrible. The walls are paper thin. I have a pathetically weak night light in my ceiling fan, I needed to buy lamps to get any sort of lighting in my room. I can hear the TV blaring at 10% through my bedroom door. Hot water is rarity. The door on the washer and drying unit has slots and lets all the noise through. The sauna and hot tubs are always closed for maintenance. The gym and 2nd floor courtyard areas are usually in dire need of a good cleaning. If you live facing into the courtyard there are cameras positioned that can see everything that happens inside your room. The garbage chute is pathetically small and is good for walgreens sized plastic bags only.

David

a month ago-

I don't know about other units, but I recommend you not to live in either studio or 1 bedroom unit.

I currently live in 1 bedroom, and IT IS REALLY REALLY SMALL.

I wish I could've known that the room was going to be this small. People at the leasing office last year told me that 1 bedroom would be about the same size as their model unit, which they had at the office. Well... guess what. It is not even close to that size.

You can probably fit like 4-5 people in the living room, and it will be so full that you won't even be moving around.

Also, you can smell all kinds of things (you know what) from other units on downstairs and upstairs.

When I moved in, there were several spots in the unit where it had stains, and also there were garbages everywhere. I had to spend some time to clean it up.

As many people mentioned, water pressure at the bathroom is so bad. It takes me double or triple time to wash. I feel like this would lead to much worse waste on water. Seriously, what were they thinking when installing this crap on.

I was going to move to Lucky apartment next year, because they provide free parkings for those who live in 1 bedroom unit for over 1 or 2 years, but every 1 bedroom was gone for next year so that kind of sucks.

It is not worth \$1425 living here. I'm paying 250 more over that for parking. I'm pretty much stuck here until I graduate lol. Thanks for providing so much information before I moved in. That really worked!

Rachel Peterson

2 months ago-

If I could give this place 0 stars, I would. It is genuinely one of the worst apartment buildings in Madison. Do not let the 4 hot tubs, saunas, and rooftop pool fool you. This place is actually a joke!! Everything is a lot smaller and the noise is CRAZY! they said the walls are insulated and that's a lie! You can hear every party going on from the rooftop to the entrance. All the appliances are very CHEAP quality! Forget the bluetooth speaker because that doesn't make up for the horrible water pressure and cold water every morning! the rooms are extremely SMALL compared to what their blueprints said! And the STAFF might be the WORST thing about this building. They are extremely RUDE, they never have an answer for your questions and always refer you to their 30 page lease which is also no help! They are honestly a bunch of idiots sitting in an office pretending to do work! The old manager told me to email her and never replied to my email. When I came into the office, I saw her sprint into her office and the person at the front desk told me she was busy. Talk about "professional"! "Security" is a joke because if you hand them some cash, they will do anything you need them to do! I urge you not to bring your money here. Do not give these people a penny! if it wasn't for the lease they have me locked into... I would be out of here in a heartbeat! The day my lease ends is my day of freedom! And they weren't able to lease out the building this year! they are barely at 70% occupancy. I truly hope someone does something about them to remove them from Madison

Comments and Recent Article about HUB in South Carolina

Vincent Esposito

4 months ago

The hub seems great at the beginning, however, it is all just a sham. The office staff is horrible and never helps with anything. Nothing ever works in the building. The elevators are constantly out of order and everything started falling apart from day 1. Upon moving out of my apartment I noted there was one paint chip on my bedroom wall that would need repairing, but I figured that would be normal wear and tear. Apparently, that warranted a \$343 painting bill. Don't live here,

the rent is way too high for the quality of the product and they will nickle and dime you until you are broke.

**Madeleine Bell**

3 months ago

Horrible management. Very unprofessional and disorganized. If you go into the leasing office with a problem expect them to roll their eyes at you and not take anything seriously unless you bug them constantly. Things are always broken and very overpriced for what you get. Would not recommend as a place to live. Period.

**Alex Funke**

4 months ago

The hub is a scam. They will be nice and friendly and put on an amazing act when you are looking at renting... However once you sign a lease that is when everything will change. The management is awful. Nothing seems to ever be working (especially the elevators). The furniture is worse than ikea furniture... and the list can go on and on. Also DO NOT EXPECT to get a security deposit back... They will nickel and dime you. When we left the room was in amazing condition. However according to the HUB it need 294.69 cents worth of paint, along with a 50.31 cleaning fee. This is completely ridiculous because the walls were in great condition and the room was fully cleaned. Also that is just my charges. Now there were an additional 3 roommates living there so just imagine what they were charged....

Also basement parking is very sketch.... I would recommend walking with a buddy back from the basement to the complex due to a high frequency of drug users making the surrounds their homes... Also the basement elevator always breaks down... So at night if you are coming back late from a class, you have to walk down an alley way in order to get to the complex...

Also upon moving in there was no WIFI for over a month. The office staff said in person they will compensate residents down the road for this... That never happened...

It just makes me sick that these people at the hub are able to sleep at night....

THESE PEOPLE HAVE NO MORALS OR SOULS...

Also you will notice they have 60 5 star reviews... a majority of these reviews were written when the complex was being built by local businesses trying to suck up to the hub

Breaking: Controversy Surrounding The Hub At Columbia

Former residents are infuriated with what they say is unfair treatment.

Victoria Daczkowski in Lifestyle on Sep 13, 2015

Where you live has a large impact on your year. Are you close to the Greek Village? Are you close to downtown? How big is the apartment? How is the parking situation? These are all questions you should ask yourself before signing a lease for the coming school year.

For students already thinking about where to live next year, consider checking the reviews for apartment complexes in the area. There are plenty of places for University of South Carolina students to live, and most are very affordable and vary in types of amenities. There also always seem to be new apartment complexes catering to students moving off campus after their freshman year.

In fall of 2014, a brand new apartment complex opened on Main Street in downtown Columbia -- The Hub. The slots available filled up before that fall semester was over, and it was expected to be the coolest place to live. But, now, a year later, its reputation is starting to deteriorate.

When tenants first moved in, they instantly began to find problems. Issues ranged from the Wi-Fi not working, to not even having a refrigerator in the apartment. The apartment complex was poorly made and they issued "worse than Ikea furniture" (2014-2015 resident).

"I was supposed to have a walk in closet, but didn't upon moving in and it took them weeks to compensate me for it. We put in at least five work orders and they fixed it the month we moved out," said that anonymous resident.

Many of those first tenants have now moved out, but are now faced with another problem: move out reports and bills. Former residents have reportedly been charged hundreds of dollars for repainting and repairs, with no evidence of it being necessary.

"Move out charges between three roommates was over \$1000 for painting and cleaning," said a 2014-2015 resident. Those residents say that their apartments were spotless and were in no way damaged, or in need of repainting.

The Hub at Columbia Facebook page has recently even been flooded with posts by angry residents and their parents.

In the past few weeks, The Hub at Columbia's rating had dropped from a 4.8 (out of five) to a 2.8, and the comments and reviews keep coming. Students, residents and parents are furious with the complex and the management.

"Dealing with the leasing office was a constant struggle. They take advantage of our age and inexperience and try to get as much money as possible out of our bank accounts. The property manager has no sense of customer service or respect," said a 2014-2015 resident.

#### Facebook reviews from oxford miss

Had problems all year with the Management of this facility. At the completion of the lease they charged my daughters for services that were not rendered and for damages in the common areas of the apartment that were there when we moved in (even after we notified them of the damages). The kids that work at The Hub were always very nice and accommodating, but to expect them to run this facility was a bit of an oversight on management's part. Would not keep my kid there every again.

It looks great from the beginning, until you have a maintenance issue! And, don't expect to get your security deposit back. They go through great strides to find anything possible to eat it up! Don't believe the line about 'normal wear and tear'! Also, BEFORE you sign the lease, ask them to provide you with move-out requirements! Ridiculous! For the amount of rent you pay, professional carpet cleaning after you move out, should be covered!

Do not recommend! I agree with many of the comments- should have paid more attention when signing the lease. Families- considering this place for your child- as stated don't expect to get your deposit back no matter what you do. I drove 14 hours each way to make sure my daughter left things clean. We washed walls and scrubbed the kitchen, cleaned blinds and the ceiling fan! Silly me thought that the security deposit was for damage. But no... they charged for HVAC filters, 2 l...

I've been here for couple of months. All the stuff they have to offer is nice. But maintenance is crappy. You can never get them to fix anything you ask them to. And when you ask them about something.. They just say I have no idea when it will be fixed are there working on it. When they been saying that for 3 months.

If you think is will be a good place to stay, it's all smoke and mirrors. THIS PLACE IS A RIP OFF!!! THE RENT IS EXPENSIVE AS HELL AND WILL MAKE UP CHARGES AND TAKE AWAY YOUR SECURITY DEPOSIT AT THE END OF THE YEAR!!!! The student workers are not helpful and the manager always refer you to them. RUN AND NEVER LEASE; You'll regret it.

To Staff and Commissioners,

The following articles from the Corvallis Gazette-Times is an example of how parties can opt to slow down a process that is not fully ready for action:

### **The Hub' project at Timberhill in limbo**

March 31, 2015 4:42 pm

JAMES DAY Corvallis Gazette-Times

Plans for an 835-resident student housing complex on Timberhill, known as "The Hub," have been put on hold.

Core Campus, a Chicago-based student housing development firm and GPA1, a local group which owns the land, told city staffers Tuesday that they wish to postpone the application while they address concerns raised in the 93-page staff report (see text in the online version of this story).

The city, however, has not canceled tonight's scheduled 7 p.m. Planning Commission hearing at the Corvallis Senior Center.

At issue is the 120-day rule, which requires that public agencies pass judgment on completed land-use applications within 120 days. The Timberhill developers are asking to stop the 120-day clock. The city says that the applicant needs to waive the 120-day requirement before its request to postpone the hearing will be considered.

Thus, at presstime, the hearing remained on the schedule, although that could change today.

Lyle Hutchens of Devco Engineering, the project manager of the development, said in a letter to the city that the applicants "request that each application be taken off the Planning Commission agenda, put on hold and remain on hold until further written notice is received by the city." (See the full text online.)

In addition, Hutchens wrote that the applicants "hereby extend the statutory deadlines for a final local decision from (Tuesday) until written notice is provided."

City staff recommended in its March 25 report that the Planning Commission deny the application, which covers the 30 acres of The Hub student housing project as well as subdivides the remaining 190 acres of land. The report cited concerns with variances that the developers have asked for regarding grading the project, as well as street construction and stormwater detention.

In addition, staff have requested that the developers provide detailed development plans for the entire 200-plus acres of land. The developers have refused to do so, saying that because no final plans exist for the remaining acreage that such studies would be meaningless.

"The applicants are in this for the long run," Hutchens wrote. "They want to get it right and are open to working with the city's suggestions about how to arrange the uses on the site (and) look

forward to working with staff to prepare supplemental information that will support positive recommendations from staff.”

The developers, however, are opposed to waiving the 120-day rule, which is in place to ensure that projects are acted on in a timely manner.

“Most cities stop the clock,” said Chuck Kingsley, a broker with Commercial Associates, who is working with the developer on the project. “It’s not unusual for a staff report to come out and for the applicant to ask for a postponement so they can sort things out. Most applications are not as complex as this. It’s an extremely charged case.”

Neighbors in the Timberhill area opposed to the project have formed a group called the Northwest Alliance Corvallis and have hired land-use attorney Daniel Stotter.

“The applicants saw their proposal was a sinking ship that was not going to be well received (by) the Planning Commission,” Stotter said, “and that their proposal was likely to be denied, so the day before their public hearing, they have sought an indefinite ‘hold’ on their land-use applications, in order to make a last-ditch attempt to patch the holes.”

Rob Wood, the managing member of GPA1, **agreed that the staff recommendations influenced the development group.**

“This was a decision just made based upon the recently received staff report,” Wood said. “We want to fully read and understand the positions and comments so we may appropriately address and respond to them. We felt the short amount of time would not allow a thoughtful answer.”

Neighbors remain hopeful.

“It would be great if they return with something that is respectful of the unique environment of that site,” said Curtis Wright, who lives on Northwest Poppy Drive. Wright said that revised plans should be “sensitive to the concerns of the neighboring residents and (show) they really do care about the future well-being of Corvallis.”

## Brian Kulina

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**From:** nancy@flaghomes.com  
**Sent:** Friday, January 29, 2016 3:17 PM  
**To:** Brian Kulina  
**Cc:** nancy@flaghomes.com  
**Subject:** info on Hub for meeting  
**Attachments:** Hub letter and attachments.pdf; sample lease.pdf

Attached please find a cover letter and documents for consideration at next Wednesday's P and Z.  
Nancy Branham  
I will stop by and make sure you received this.  
928-856-0036

January 29, 2016

Brian Kulina  
Planning Development Manager  
City of Flagstaff  
Reference: Core Campus LLC / The HUB

Brian:

I want to sincerely thank you for your excellence as a public servant. You have now, on several occasions, taken the time to patiently answer my questions and help me understand various and sundry issues regarding the HUB development. I have spent a good bit of time studying the issues and am submitting to you a packet of material for consideration by Staff and the Planning and Zoning Commission prior to the meeting this coming Wednesday, February 3<sup>rd</sup> at 4pm. Please make sure that appropriate Staff and members of the Commission receive this packet.

I have numbered the documents in the packet and they are as follows:

1. A graphic of the "Purpose and Intent" of Zone T4N.1 followed by a copy of 10-40.40.070 from the Zoning Code.
2. A two page statement with my opinions about the agenda items for Wednesday; zoning and CUP. There are several things referenced in that two page statement.
  - a. A sample of the Hub on Campus Rental Application and Lease. Please note this is being sent as a separate attachment and is not a part of this document because it is 21 pages and legal size. If someone wants to print THIS packet it is only 23 pages plus this cover letter and is on letter sized paper.
  - b. Six pages of comments by parents and tenants about the management and living arrangements at various Hubs.
  - c. Five pages of information about other Core properties including information about the displacement of neighbors in Tucson and the fact that Core no longer owns Tempe but it is still quite visible on their marketing website.
3. A two page statement with my opinions on the parking issues at this development.
4. A two page statement with my opinions on the Traffic Impact Analysis on this development.

Thank you for your consideration of the contents of this packet and for making sure it is passed onto Commission members and appropriate Staff. I will be asking to speak on Wednesday evening, if the Chair opens the floor for further public comments.

I am submitting my packet as a community member, but also because my husband, Frank, and I own The Cottage Place Restaurant just 1/2 block from the site of the future development and we are concerned about the negative impact it will have on our business. By way of full disclosure, I am also a licensed Associate Broker in the state of Arizona.

Sincerely,



Nancy Branham  
[info@cottageplace.com](mailto:info@cottageplace.com)  
928-856-0036

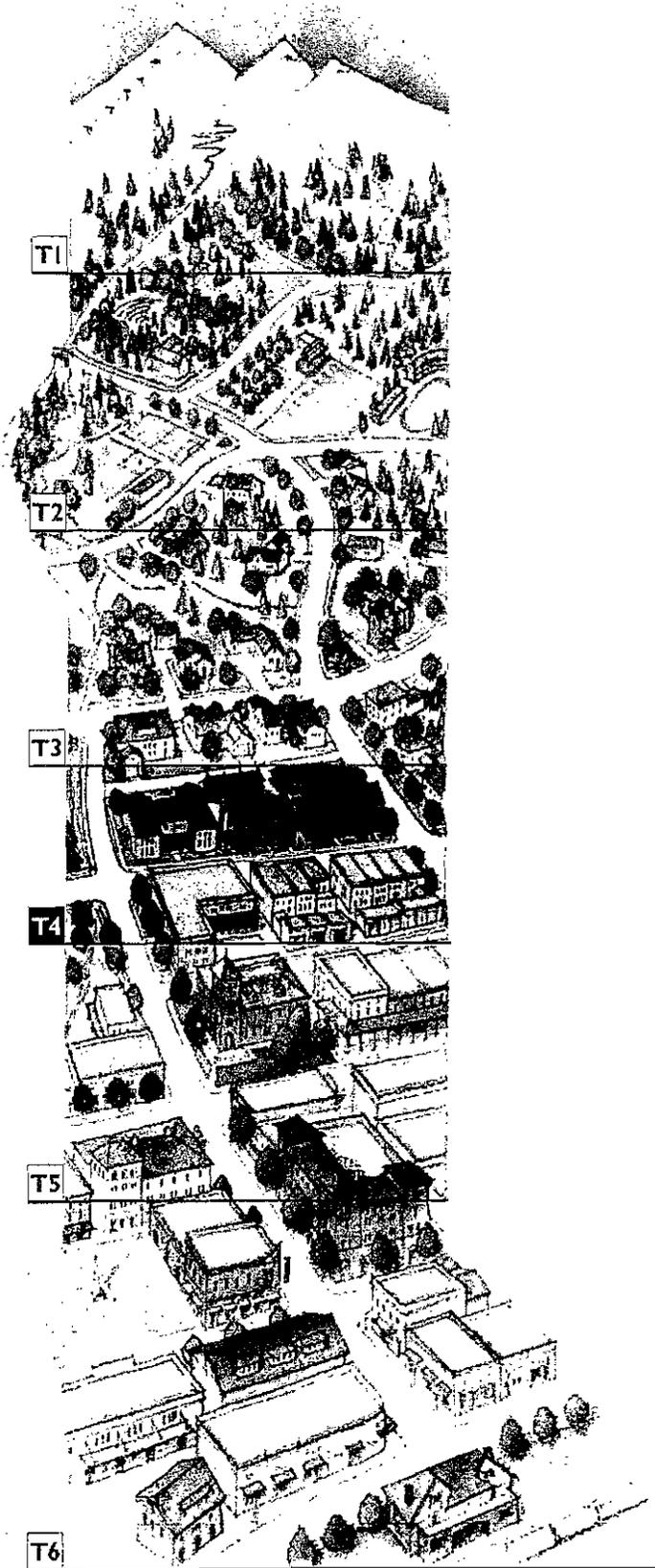


## **Division 10-40.40**

### **Transect Zones**

Transect Zones are intended to ensure that proposed development is compatible with existing and future development and produces an environment of desirable character, consistent with the General Plan.

The primary intent of this Zone (T4N.1) is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing such areas to evolve with the integration of small building footprints and medium density building types. Appropriate dwelling units might include bungalow courts, duplexes, and apartment houses, which are typically smaller than those found in other zones. The mixture of building types and unit sizes provides a variety of housing choices which reinforces the walkable nature of the neighborhood, supports adjacent neighborhood-serving commercial uses, and supports basic public transportation alternatives. While residential is the primary use type in T4N.1 Zone, homeowner offices and small neighborhood supporting uses, such as music classes and artist studios, are encouraged in ancillary buildings to further reinforce the walkability of the neighborhood.



**10-40.40.070 T4 Neighborhood I (T4N.1) Standards**

**A. Zone Intent and Description**

The primary intent of this Zone is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing such areas to evolve with the integration of small building footprints and medium density building types. Appropriate dwelling units might include bungalow courts, duplexes, and apartment houses, which are typically smaller than those found in other zones. The mixture of building types and unit sizes provides a variety of housing choices which reinforces the walkable nature of the neighborhood, supports adjacent neighborhood-serving commercial uses, and supports basic public transportation alternatives.

While residential is the primary use type in T4N.1 Zone, homeowner offices and small neighborhood supporting uses, such as music classes and artist studios, are encouraged in ancillary buildings to further reinforce the walkability of the neighborhood.

The intent of the T4N.1-O Sub-Zone is to provide the appropriate form and scale for areas that are transitional between commercial and residential uses, and to allow the neighborhood commercial areas to expand as the market demand grows. The intended form is the same as T4N.1, but the allowed range of use types is broader and includes commercial and other non-residential uses as well as residential uses.

The T4N.1 Zone and T4N.1-O Sub-Zone may also be applied to the creation of new neighborhoods in combination with, or independent of, the T4N.2 Zone. They provide a lower maximum building height and larger setbacks than T4N.2.

**B. Sub-Zones**

T4N.1-O (Open)

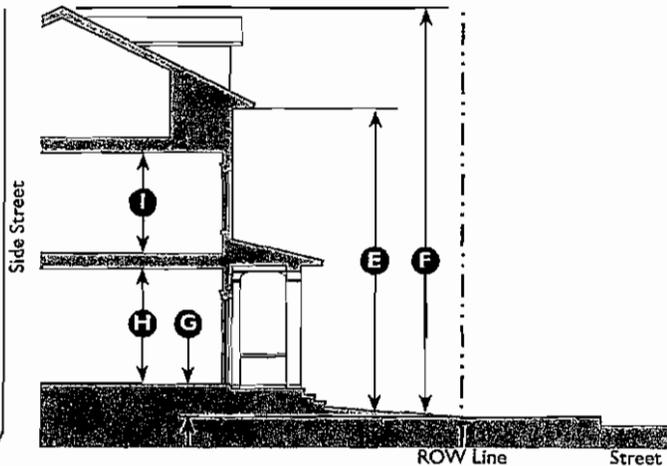
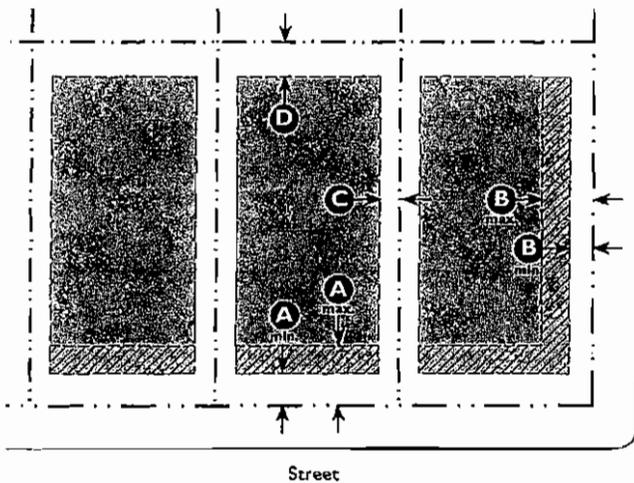
**C. Allowed Building Types<sup>1</sup>**

Carriage House	Apartment House
Single-Family House	Duplex, Stacked
Duplex, Side-by-Side	Bungalow Court
Duplex, Front-and-Back	Live/Work <sup>2</sup>
Townhouse	

<sup>1</sup>See Division 10-50.110 (Specific to Building Types) for building type descriptions and regulations.

<sup>2</sup>Allowed only in open sub-zone(s).

**T4 Neighborhood I (T4N.I) Standards**



**Key**

- ROW/Property Line
- Building Setback Line
- Building Area
- Façade Zone

**D. Building Placement**

**Setback (Distance from ROW/Property Line)**

Principal Building		
Front <sup>1</sup>	15' min.; 30' max.	<b>A</b>
Front Façade within Façade Zone	50% min.	
Side Street/Civic Space	10' min.; 15' max.	<b>B</b>
Side <sup>2</sup>	5' min., 15' min. combined	<b>C</b>
Rear	15' min.	<b>D</b>
Accessory Building or Structure		
Front	20' min.	
Side	0' min.; 3' max.	
Rear	3' min.	

<sup>1</sup>The setback may match an existing adjacent building as follows: the building may be placed to align with the façade of the front most immediately adjacent property, for a width no greater than that of the adjacent property's façade that encroaches into the minimum setback.

<sup>2</sup>No side setback is required along the shared property line between side-by-side duplexes.

**Miscellaneous**

Upper-floor units must have a primary entrance along a street façade or to a courtyard.

Ground-floor residential units along a street must have individual entries.

**E. Building Form<sup>3</sup>**

**Height**

Principal Building		
Stories	3-1/2 stories max.	
To Eave/Parapet	34' max.	<b>E</b>
Overall	45' max.	<b>F</b>
Accessory Building, Accessory Structure or Carriage House		
Stories	2 Stories max.	
To Eave/Parapet	18' max.	
Overall	28' max.	
Ground Floor Finish Level	18" min. above sidewalk	<b>G</b>
Ground Floor Ceiling	8' min. clear	<b>H</b>
Upper Floor(s) Ceiling	8' min. clear	<b>I</b>

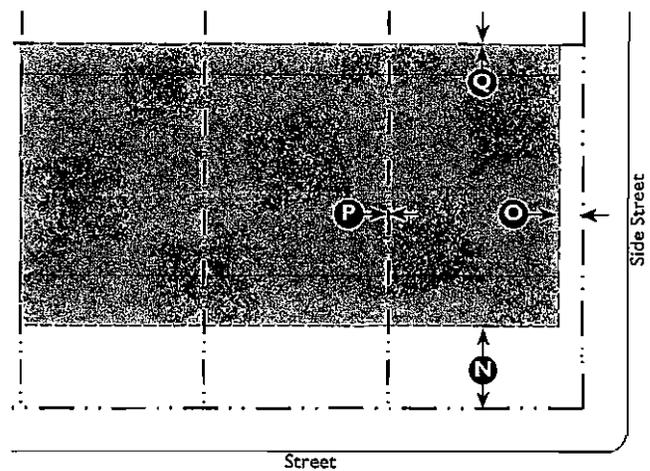
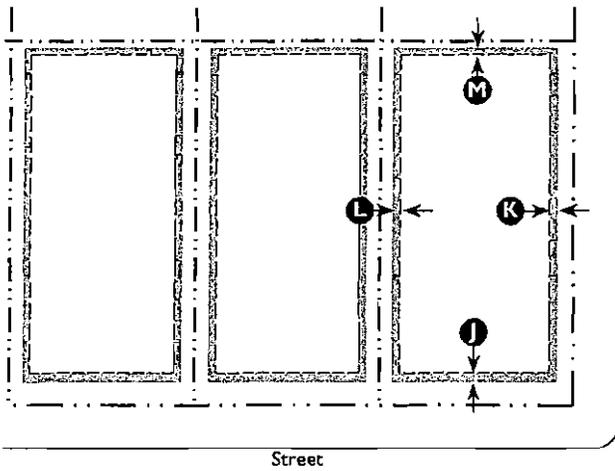
<sup>3</sup>See Division 10-50.110 (Specific to Building Types) for additional building form regulations.

**Footprint**

Depth, ground-floor residential space along primary street	
frontage	30' min.
Lot Coverage	60% max.

**Miscellaneous**

Mansard roof forms are not allowed.



**Key**

- - - ROW/Property Line
- - - Building Setback Line
- Encroachment Area

**Key**

- - - ROW/Property Line
- - - Parking Setback Line
- Parking Area

**F. Frontage Types and Encroachments**

**Encroachments<sup>4</sup>**

Front	5' max.	Ⓜ
Side Street/Civic Space	5' max.	Ⓚ
Side	3' max.	Ⓛ
Rear		Ⓜ
Property Line	0' max.	
Rear Lane or Alley	3' max.	

Encroachments are not allowed within a street ROW.

<sup>4</sup>See Division 10-50.40 (Encroachments) for allowed encroachments.

**Allowed Private Frontage Types<sup>5</sup>**

Stoop	Forecourt
Porch	

<sup>5</sup>See Division 10-50.120 (Specific to Private Frontages) for private frontage type descriptions and regulations.

**G. Required Parking**

**Spaces<sup>6</sup>**

Residential Uses		
Studio/1 Bedroom		1 space/unit min.
2+ Bedrooms		2 spaces/unit min.
Retail Trade, Service Uses		
≤2,000 sf		No spaces required
>2,000 sf		3 spaces/1,000 sf min. above first 2,000 sf

<sup>6</sup>Land use types not listed above shall meet the requirements in Table 10-50.80.040.A (Number of Motor Vehicle Parking Spaces Required).

**Location (Setback from ROW/Property Line)**

Front		Ⓝ
Covered/Attached	50' min.	
Uncovered	Match front façade min.	
Side Street/Civic Space	5' min.	Ⓞ
Side	0' min.	Ⓟ
Rear	0' min.	Ⓠ

**Miscellaneous**

Linear Feet of Front or Side	
Façade that may be Garage	35% max.

See Division 10-50.80 (Parking Standards) for additional parking regulations.

T4 Neighborhood 1 (T4N.1) Standards

**H. Sustainable Features<sup>1,2</sup>**

<b>Storm Water Features</b>		<b>Water Conservation</b>	
Biofiltration Facility	A	Cisterns	A
Disconnected Downspouts	A	Greywater - Simple	A
Flow Through and Infiltration Planters	A	Rain Barrels	A
Infiltration Trench	A	<b>Energy Features</b>	
Level Spreader	A	Accessory Wind Energy System	A
Porous Paving	A	Alternative Paving	A
Rain Garden	A	Biomass	-
Riffle Pools	A	Geothermal Energy	A
Swale		Solar	
Biofiltration	-	Farm	-
Vegetated/Rock	A	Parking Lot Lighting	A
Urban Channel	A	Roof Paneling	A
Vegetated Roof	A	Water Heaters	A

**Key**

A	Allowed
-	Not Allowed

**End Notes**

<sup>1</sup> See Division 10-30.70 (Sustainability) for additional sustainability regulations.

<sup>2</sup> Sustainable features marked as Not Allowed may be approved by the Director and Stormwater Manager if it can be demonstrated that the proposed sustainable feature can be installed consistent with the intent and character of the transect zone.

T4 Neighborhood I (T4N.I) Standards

**I. Allowed Uses**

Land Use <sup>3</sup>	Specific Use Regulations	T4N.I	T4N.I-O
<b>Residential</b>			
Accessory Building and Structures	10-40.60.020	P <sup>4</sup>	P <sup>4</sup>
Accessory Dwelling Unit	10-40.60.030	P	P
Co-Housing	10-40.60.120	P	P
Congregate Care Facilities		P	P
Dwelling: Multiple-Family		P	P
Dwelling: Secondary			
Single-Family		P	P
Dwelling: Single-Family		P	P
Dwelling: Two-Family		P	P
Group Home		P	P
Home Occupation	10-40.60.180	P	P
Institutional Residential	10-40.60.190	UP	UP
Live/Work		-	P
Rooming and Boarding Facilities		UP	UP
<b>Recreation, Education &amp; Public Assembly</b>			
Libraries, Museums			
≤ 2,500 sf		P	P
> 2,500 sf		UP	UP
Meeting Facilities, Public and Private	10-40.60.230	P <sup>5</sup>	P <sup>5</sup>
Schools - Private		P	P
Schools - Public & Charter		P	P
<b>Retail Trade</b>			
Bars/Taverns		-	P
General Retail Businesses, except with any of the following features		-	P
Drive-Through		-	-
Floor Area ≥ 3,500 sf		-	UP
Markets			
Neighborhood Market ≤ 2,500 sf		-	P
Restaurant, or Cafés		-	P

Land Use <sup>3</sup>	Specific Use Regulations	T4N.I	T4N.I-O
<b>Services</b>			
ATM		-	P
Bed & Breakfast	10-40.60.110	P	P
Cemeteries		UP	UP
Crematorium		--	UP
Daycare	10-40.60.150		
Home Centers		P	P
Funeral Homes, Chapels, Mortuaries		UP	UP
General Services		-	P
Lodging			
≤ 15 rooms		-	P
Offices		-	P
Public Services			
Public Services Minor		P	P
Emergency Services		UP	UP
Veterinary Clinics		-	P
<b>Telecommunication Facilities</b>			
Stealth Telecommunication Facilities	10-40.60.310	P	P
<b>Transportation &amp; Infrastructure</b>			
Accessory Wind Energy Systems	10-40.60.040	P	P
<b>Urban Agriculture</b>			
Community Gardens	10-40.60.140	P	P

<b>Key</b>	
P	Permitted Use
UP	Conditional Use Permit Required
-	Use Not Allowed

**End Notes**

- <sup>3</sup>See Chapter 10-80 (Definitions) for use type definitions.
- <sup>4</sup>Not allowed on the ground floor unless behind an allowed ground-floor use.
- <sup>5</sup>UP required if liquor is sold or if facilities exceed 250 seats.

2

## **PLANNING AND ZONING COMMISSION ACTION ON THE HUB/CORE RESIDENTIAL CUP AND REZONING REQUEST**

**First, there are the TWO requests for rezoning.** I would like to speak to the one along Mike's Pike where there is a request to change from T4N.1 to T5. When one reads the purpose (copied below) of the T4N.1 zoning, the proposed project does not even close fit into the description stated.

"Transect Zones are intended to ensure that proposed development is compatible with existing and future development and produces an environment of desirable character, consistent with the General Plan.

The primary intent of this Zone (T4N.1) is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing such areas to evolve with the integration of small building footprints and medium density building types. Appropriate dwelling units might include bungalow courts, duplexes, and apartment houses, which are typically smaller than those found in other zones. The mixture of building types and unit sizes provides a variety of housing choices which reinforces the walkable nature of the neighborhood, supports adjacent neighborhood-serving commercial uses, and supports basic public transportation alternatives. While residential is the primary use type in T4N.1 Zone, homeowner offices and small neighborhood supporting uses, such as music classes and artist studios, are encouraged in ancillary buildings to further reinforce the walkability of the neighborhood."

The developer's site plan for a 600 bed student housing with 14,000 square foot of commercial space is not even close to the primary, stated intent of T4N.1 and to get a little closer they want to change the zoning to T5. ABSOLUTELY NOT! If anything we should be going back and trying to scale down the project to come into line with T4N.1.

### **As for the CUP. . .**

First, I think it needs to be made very clear that there are TWO Conditional Use Permit requests; one for the "Room and Board Use" and the other for 93% lot coverage.

In the Staff Report on this subject it states "the conditional use is consistent with the objectives of the Zoning Code and the purpose of the zone in which the site is located." It is located in Zone T4N.1 and I would be so bold as to state that 600 separate leases of approximately 19 pages each (a sample is attached) is not in keeping with the purpose of T4N.1 stated above.

The Room and Boarding model is integral to the business plan of Core Residential but it does not mean that it is the best thing for the neighborhood. There is NO other major student housing facility in Flagstaff that is set in a historic neighborhood of single family homes and small single level businesses.

There are two major issues that are known to come with these types of massive student apartments. First is unruly and potentially illegal behavior on the part of the residents. Second is the growing reputation of poor management by Core Residential and high rate of dissatisfaction of students and parents of the operation of their properties. (See attachment of comments and press on this subject).

I cannot say that either of these problems would be more or less grave under separate leases vs. unit leases but I think that because the granting of a CUP runs with the land and is binding upon successors that it is too major a decision to grant it at this time. I think it is prudent for Staff to do more research. Perhaps a compromise down the line would be for a small percentage of the units to allow this model.

I would also question that "the characteristics of the conditional use as proposed, and as it may be conditioned, are reasonably compatible with the types of uses permitted in the surrounding areas". (See #3 on page 2 of the Staff report). Last I looked there were no other 600 bedroom student complexes operating in the "surrounding area".

The report also states that the CUP would only be issued once the Developer had adequately addressed nine issues listed on page 2 of the Staff report. Staff has already indicated that traffic and parking are not issues and yet the neighboring community feels strongly that they are. So, again I think it is premature on many fronts to recommend approval of this CUP.

As for the request for 93% coverage . . . this is a completely separate matter and it SEEMS to me that there should have been TWO different CUP requests. There may have been, but it is confusing to lump statements about the two different issues into one document and often discussing both in the same paragraph.

The zoning of T4N.1 allows for 60% of lot coverage and as I read it does NOT allow for a CUP to increase this. So, this request is predicated on the fact that the developer is assuming they will get the zoning change to T5. So, before we argue the 80% to 93% let's see if the zoning change goes through.

If it does I would argue that the 16,500 square foot courtyard amenity is in no way a benefit to the surrounding community and should NOT be used to offset the need for open space.

I and probably most of the residents of the surrounding community do NOT agree with the zoning change and therefore 60% maximum of lot coverage would apply. As for the statement (bottom of page 3 of Staff report) that "civic space within infill transect developments should be assigned on community need", I think the Staff might consult the "community" and ask about their "need". We will tell you that we want as MUCH open space as possible in the project to mitigate the massive and out of place character of the proposed development.



# RENTAL APPLICATION

Desired Unit Type : (Check one)

Date when filled out: \_\_\_\_\_

Studio  1 Bedroom  2 Bedroom  3 Bedroom  4 Bedroom  5 Bedroom OR UNIT # \_\_\_\_\_

### TENANT/APPLICANT INFORMATION

Full Name \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
First MI Last

Gender  Male  Female Classification Fall 2015:  Freshman  Sophomore  Junior  Senior  Grad  Non-Student

Present Address \_\_\_\_\_  
Street City State Zip Code

Cell Phone Number \_\_\_\_\_ Alternate Phone Number \_\_\_\_\_

Social Security No. \_\_\_\_\_ Passport I.D.: \_\_\_\_\_  
(U.S. Resident) (International Resident)

Driver's License # and State \_\_\_\_\_ E-mail address: \_\_\_\_\_

Present Landlord / Dormitory \_\_\_\_\_ Landlord Phone Number \_\_\_\_\_

### PERMANENT ADDRESS INFORMATION (If different than above)

Permanent Address \_\_\_\_\_  
Street City State Zip Code

Permanent Phone Number \_\_\_\_\_

### WORK INFORMATION

Employer \_\_\_\_\_ Phone Number \_\_\_\_\_

Work Address \_\_\_\_\_  
Street City State Zip Code

### GUARANTOR INFORMATION

Guarantor(s) [If parents, list both]: \_\_\_\_\_  
First MI Last First MI Last

Address (if different) \_\_\_\_\_  
Street City State Zip Code

Home/Cell (circle one) Phone Number \_\_\_\_\_ Work Phone Number \_\_\_\_\_

Relationship to Applicant \_\_\_\_\_ E-mail address \_\_\_\_\_

Social Security No. \_\_\_\_\_ Passport I.D. \_\_\_\_\_  
(U.S. Resident) (International Resident)

### MARKETING SOURCE

Why did you choose to live at the property? \_\_\_\_\_

Were you referred?  Yes  No If yes, by whom? \_\_\_\_\_

If no, how did you hear about the property?  On the Internet \_\_\_\_\_  Signage \_\_\_\_\_

Publication \_\_\_\_\_ Other \_\_\_\_\_  
Name Describe

### EMERGENCY CONTACT

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Cell Phone Number \_\_\_\_\_ Home Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip Code

### ROOMMATE INFORMATION

If you have already chosen your roommates, please list their name(s) below. Roommate choices must be mutual.

1.) \_\_\_\_\_ 2.) \_\_\_\_\_

3.) \_\_\_\_\_ 4.) \_\_\_\_\_

5.) \_\_\_\_\_  I would like to be roommate matched.

# CREDIT HISTORY

PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1. Have you been denied credit in the past twelve months? Yes \_\_\_ No \_\_\_
- 2. Have you been delinquent with any creditor longer than 60 days? Yes \_\_\_ No \_\_\_
- 3. Have any creditors requested the assistance of a collection agency?  
or attorney to assist in the collection of past due monies against you? Yes \_\_\_ No \_\_\_
- 4. Have you ever been sued by a creditor for past due monies? Yes \_\_\_ No \_\_\_
- 5. Have you ever moved owing rent to a previous landlord? Yes \_\_\_ No \_\_\_
- 6. Have you ever been evicted from a previous residence? Yes \_\_\_ No \_\_\_

If you have answered yes to any of the five questions above, please explain. \_\_\_\_\_

## AGREEMENT

This application is for a lease on the following TERM: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Total Rent for Unit for TERM: \$ \_\_\_\_\_ in \_\_\_\_\_ equal installments of \$ \_\_\_\_\_.

First Installment Payment Due: \_\_\_\_\_

Application Fee: \$ \_\_\_\_\_ Amenity Fee: \$ \_\_\_\_\_ Application Deposit: \$ \_\_\_\_\_

### Notes:

Disclosure: APPLICANT agrees to allow LANDLORD to share all above information with LANDLORD'S electric provider. APPLICANT further agrees to allow LANDLORD to verify, by all means, the above information, before, during and after tenancy on matters relating to the lease. APPLICANT hereby declares that the above information is accurate and does hereby permit the LANDLORD and or its Agent to investigate his/her credit. Any falsifications or misrepresentations made anywhere on this rental application shall make this application and any subsequent lease agreement subject to cancellation at the option of LANDLORD.

Application Fee: APPLICANT has delivered to LANDLORD'S representative an Application Fee in the amount listed above. The Application Fee covers our administrative costs and is never refundable.

Approval: If APPLICANT and all co-applicants have already signed the LEASE at the time LANDLORD approves the Application, LANDLORD'S representative will notify APPLICANT of LANDLORD'S approval and will sign the LEASE. If APPLICANT and all co-applicants have not signed the LEASE at the time LANDLORD approves the Application, LANDLORD'S representative will notify APPLICANT of LANDLORD'S approval and will sign the LEASE when APPLICANT and all other co-applicants have signed.

APPLICANT and any co-applicant may not withdraw the Application. If before signing the LEASE, APPLICANT withdraws an Application or notifies LANDLORD that APPLICANT no longer wishes to rent the unit, LANDLORD will be entitled to retain the Application Fee, and the parties will have no further obligation to each other.

Guarantor: LANDLORD requires all TENANTS to have a legally bound Guarantor. Guarantor may be asked to provide proof of income equal to at least five (5) times the applicable rent. In the event that TENANT does not have a financially qualified Guarantor, TENANT must provide sufficient documentation showing proof of the following regarding TENANT'S financial status: 1) Monthly gross income of three (3) times the monthly rent amount; and 2) six (6) months of consecutive employment or proof of full-time student status. All TENANTS without a Guarantor will be required to pay an additional \$750 Security Deposit and/or pay the entire accelerated Lease amount up front.

Completed Application: An Application is not considered to be completed and will not be processed unless the Application Fee has been paid to LANDLORD. All co-applicants on the LEASE must also present completed and signed applications.

Non-approval: LANDLORD holds the right to deny applicants that have met any of the following criteria within the past two (2) years: 1) unpaid civil judgments; 2) unpaid rental housing debt, or a history of late rental payments; 3) unpaid evictions; 4) bankruptcies; 5) FACTA Act Fraud Alert. LANDLORD may notify APPLICANT concerning approval within 7 days after LANDLORD has received the completed application. Notification may be in person, via email, telephone or by mail unless APPLICANT has requested notification be made solely by mail. APPLICANT must not assume approval until APPLICANT receives actual notification of approval from LANDLORD. If APPLICANT or any co-applicant is disapproved, LANDLORD will not refund the Application Fee.

Roommates: Each roommate applying for the UNIT must qualify individually in all areas, regardless of the number of roommates applying for one UNIT.

Notice: Any notice from LANDLORD to APPLICANT or co-applicant is considered notice to all co-applicants; and any notice from APPLICANT or co-applicant to LANDLORD is considered notice from all co-applicants.

By signing this application, APPLICANT represents that APPLICANT has never: 1) been arrested for any assault, felony, sex-related crime, or criminal violation involving the sale or manufacture of illegal drugs that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision or pretrial diversion; 2) been arrested for any assault, felony, sex-related crime, or criminal violation involving the sale or manufacture of illegal drugs that has not been resolved by any method.

APPLICANT has had an opportunity to review LANDLORD'S rental selection criteria, which include reasons why the application may be denied. APPLICANT understands that if APPLICANT does not meet LANDLORD'S selection criteria or if APPLICANT fails to answer any question or give false information, LANDLORD may reject the application, retain all Application Fees, and terminate APPLICANT'S right of occupancy. LANDLORD may, at LANDLORD'S discretion, obtain a copy of APPLICANT'S credit report, rental history from prior landlord and/or criminal background report at any time during the TERM of the LEASE. TENANT'S rights to occupancy may be terminated during the TERM of the LEASE based on the results of these reports. LANDLORD may at any time furnish information to any consumer reporting agencies and other rental housing owners regarding APPLICANT'S performance of APPLICANT'S legal obligations, including any favorable or unfavorable information about APPLICANT'S compliance with the LEASE, the rules, and financial obligations. Fax signatures are legally binding.

\_\_\_\_\_  
APPLICANT'S Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner's Representative

\_\_\_\_\_  
Date

**RESIDENTIAL LEASE AGREEMENT – HUB ON CAMPUS EUGENE**

DATE OF LEASE: \_\_\_\_\_

LANDLORD: **CORE CAMPUS EUGENE, LLC**

TENANT: \_\_\_\_\_

LANDLORD agrees to rent and TENANT accepts this LEASE on the following Conditions:  
THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY. All TENANTS in the UNIT are jointly responsible for all obligations under this LEASE except for RENT, the SECURITY DEPOSIT amount (if required) and any Fees which are the individual responsibility of each TENANT.

**1. PROPERTY AND OCCUPANTS.**

LANDLORD agrees to rent to TENANT the following UNIT at:

- a) PROPERTY: HUB ON CAMPUS EUGENE (also referred to in this Lease as the "Apartment Community")
- b) UNIT: TENANT'S specific Building, UNIT and Bedroom will be assigned to TENANT by LANDLORD prior to the beginning of the TERM listed in Paragraph 2.
- c) ADDRESS OF PROPERTY: **515 E. Broadway  
Eugene, OR 97401**

UNIT #: \_\_\_\_\_

Bedroom (A, B, C, D, E) \_\_\_\_\_ which is a

- private bathroom OR
- shared bathroom

accommodation in a \_\_\_\_\_ bedroom \_\_\_\_\_ bathroom UNIT

in floor plan type \_\_\_\_\_

located within the Apartment Community at the address listed above.

The UNIT will be used as a private residence and for no other purpose.

LANDLORD has the right to relocate TENANT from one Bedroom to another or even to another Bedroom in a different UNIT within the Apartment Community.

- d) OCCUPANTS: The Bedroom will be occupied only by TENANT and (list all other occupants not signing this LEASE or another LEASE within the Bedroom):

\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the Bedroom. Persons not listed above must not stay in the Bedroom for more than two consecutive days without LANDLORD'S prior written consent, and no more than four days in any one calendar month. TENANT hereby agrees that LANDLORD may share TENANT'S name and contact information with Roommates prior to commencement of the Lease Term.

If TENANT allows another person to occupy any unrented/vacant bed space in the UNIT, TENANT will be responsible for the RENT for that bed space. TENANT will be responsible for all costs associated with returning the unrented/vacant bed space to its original condition. LANDLORD has the right, when any bed space within the UNIT is unoccupied, to place a new tenant in the unoccupied bed space unless TENANT and all other TENANTS in the UNIT agree to pay LANDLORD the RENT and other charges that would be charged for such bed space if occupied.

Roommate compatibility and room preferences are not guaranteed. The fact that TENANT and/or TENANT'S roommates may be in conflict with each other will not result in any termination of this LEASE.

The LANDLORD may enter the common area of the premises to show the unoccupied bedroom and common areas to leasing prospects with giving notice to the TENANT twenty-four (24) hours in advance.

The portions of the PROPERTY and UNIT leased to Tenant are defined as including each of the following:

- (1) TENANT'S use of the assigned Bedroom in the UNIT.
- (2) Together with the other tenants of the UNIT, TENANT'S shared use of the Common Areas in the UNIT and the Apartment

Community (for purposes of this LEASE, "Common Areas" are those areas within the UNIT to which TENANT has access without going into another Bedroom and, within the Apartment Community, those areas to which all tenants have general access);

- (3) TENANT'S use (shared with other tenants in the Unit, if applicable) of all appliances within the Common Areas of the UNIT; and

- (4) If Bedroom or UNIT is furnished: TENANT'S sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of TENANT'S furniture within TENANT'S Bedroom; and TENANT'S shared use of all furniture within the Common Areas of the UNIT; and

- (5) TENANT'S shared use of the mailbox assigned to TENANT by LANDLORD. If the Postmaster serving the Apartment Community has instituted or begins instituting during this LEASE "single drop delivery", LANDLORD will place TENANT'S mail in the mail box, but unless due to LANDLORD'S own willful misconduct or negligence, LANDLORD shall have no liability for misdelivery, delays in delivery and/or failure of delivery.

- (6) TENANT'S shared use of all Common Areas, amenities, and grounds of the Apartment Community at the address listed in Paragraph 1.

**2. TERM.**

The term of this LEASE shall commence at Noon on

MONTH: September DAY: 15 YEAR: 2015

The term of this LEASE shall end at Noon on

MONTH: September DAY: 5 YEAR: 2016

Such period of time is referred to as the "TERM."

**3. RENT.**

Payment must be made without demand in advance of each month:

- at the on-site manager's office or
- through LANDLORD'S online payment site

Total RENT due for this lease term is

\$ \_\_\_\_\_

RENT will be due in twelve (12) equal installments of

\$ \_\_\_\_\_ per month. There are no prorated RENT amounts under this LEASE. TENANT must also pay additional charges as identified in this LEASE when due. The first RENT payment is due on August 1<sup>st</sup> – prior to the lease commencement date. All subsequent payments of RENT must be paid on or before the first day of each and every calendar month during the TERM from October to August. If TENANT does not pay the first month's RENT on or before August 1<sup>st</sup>, all future RENT installments for the entire TERM will still be due and payable in full. If TENANT does not pay any subsequent installment of RENT on or before the first day of the applicable calendar month, all RENT for future installments will still be due and payable in full.

*TENANT shall not pay RENT or additional charges in cash without LANDLORD'S prior written permission. TENANT must not withhold or offset RENT unless authorized by statute. LANDLORD may, at LANDLORD'S option, require at any time that TENANT pay all RENT and other sums in cash, certified or cashier's check, money order, credit card, or one monthly check rather than multiple checks. If TENANT does not pay all RENT on or before the 4th day of the month, TENANT shall pay a late fee of five percent of the monthly rent amount, charged once for each succeeding five-day period, or portion thereof, for which the rent payment is delinquent, and continuing and accumulating until that rent payment, is paid in full. TENANT shall also pay a charge of \$35 for each returned check or rejected automatic electronic draft, plus late charges until LANDLORD has received acceptable payment. If TENANT does not pay RENT on time, TENANT will be in default and all remedies under state law and this LEASE will be available to LANDLORD. THIS IS YOUR NOTICE*

THAT IF YOU DO NOT PAY YOUR RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, THE LANDLORD CAN BEGIN EVICTION PROCEEDINGS IN ACCORDANCE WITH APPLICABLE OREGON LAW.

**4. RENTAL PAYMENTS.**

a) RENT is due on the applicable due dates listed in Paragraph 3 and TENANT must pay RENT on the due dates listed in Paragraph 3 without prior notice or demand from LANDLORD.

b) RENT will not be considered late if it is received by LANDLORD on or before the 4th day of the month in which it is due.

c) TENANT must pay full RENT when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law.

d) TENANT may NOT pay RENT in cash without prior written permission from LANDLORD. TENANT must pay RENT by check or money order, online payment, or as otherwise agreed by LANDLORD in writing. If LANDLORD agrees to accept RENT in any other form than check or money order, a convenience fee will be added to the amount due. The convenience fee may change during the lease TERM. LANDLORD is not required to provide a receipt for payments made by check or money order, and evidence of such payments shall be maintained by TENANT. Currently the convenience fees for paying online are set dependent on payment type as follows:

- a) \$24.95 per charge for VISA payments.
- b) 2.95% of MasterCard payments + \$2.50.
- c) \$1.70 for one-time e-check payments.
- d) \$1.00 per month for recurring e-checks.

These convenience fees are subject to change at any time.

e) Any accord, satisfaction, conditions or limitations noted by TENANT on or in any payment shall be null and void.

f) Without being required to do so, LANDLORD can accept partial payment of RENT along with a signed copy of a Partial Payment Agreement containing terms acceptable to LANDLORD, but LANDLORD does not waive LANDLORD'S rights in such circumstance to collect and enforce the payment of the remainder of such RENT.

TENANT is liable for all costs or charges associated with LANDLORD having to provide special services (unless required by law) to TENANT or at TENANT'S request and for all fees or fees as described in Rules and Regulations. Unless required by law, the provision of any special services shall be at Landlord's sole and absolute discretion.

**5. SECURITY DEPOSIT AMOUNT.**

The SECURITY DEPOSIT is \$\_\_\_\_\_. The SECURITY DEPOSIT must be paid on or before the date this LEASE is signed. This amount does NOT include any animal deposit if applicable.

**6. FEES.**

In addition to RENT and all other charges due under this Lease, TENANT agrees to pay LANDLORD the following fees and charges (list number of each in space below)

\_\_\_\_\_Application Fee                      \$35.00 \_\_\_\_\_/Lease

\_\_\_\_\_Amenity Fee                              \$75.00 \_\_\_\_\_/Lease

\_\_\_\_\_Other Fee (describe below) \$ \_\_\_\_\_ / \_\_\_\_\_

**7. PLACE AND NAME OF PAYMENTS.**

RENT payments are to be made payable to HUB ON CAMPUS EUGENE. Unless electronic payment arrangements are made, RENT must be paid to LANDLORD at the following address:

**HUB ON CAMPUS EUGENE**  
515 E. Broadway  
Eugene, OR 97401

**8. RETURNED CHECK**

If TENANT'S check is returned by the bank, TENANT:

- a) shall pay a charge of \$35.00 as returned check fee;
- b) shall pay late charges retroactive to the due date listed in Paragraph 3; and
- c) will be in violation of the LEASE for failing to pay the RENT on time, unless the returned check fee, applicable late fees and any late RENT charges are paid within the notice requirements of Oregon law.

If two (2) of TENANT'S personal checks are returned to LANDLORD, LANDLORD will require that all sums from TENANT be payable to LANDLORD in either certified or cashier's check or money order during the remaining balance of the TERM.

**9. PARENTAL GUARANTEE.**

Each TENANT listed on Page 1 of this LEASE must provide LANDLORD a legally binding parental or sponsor's GUARANTEE in a form acceptable to LANDLORD in LANDLORD'S sole and absolute discretion. The GUARANTEE for each TENANT must be delivered to LANDLORD within 7 days of TENANT signing this LEASE. LANDLORD may cancel this LEASE at any time thereafter if TENANT does not provide the GUARANTEE to LANDLORD. TENANT will not be allowed to move-in without a complete LEASE file including the GUARANTEE. If TENANT does not have a signed GUARANTEE form, TENANT is still liable for all LEASE payments for the TERM. It is the LANDLORD'S option as to whether to accept the GUARANTEE or not. It is not the option of the TENANT as to whether or not to have the GUARANTEE completed and returned to LANDLORD.

**10. MEALS.**

Meals are not offered at the PROPERTY.

**11. TENANT'S UNIVERSITY.**

TENANT'S UNIVERSITY shall mean any of the following institutions in which TENANT is either enrolled currently or attempting to enroll: University of Oregon, Lane Community College, New Hope Christian College, and Northwest Christian University.

**12. RIGHT TO TERMINATE LEASE.**

See Paragraphs 40 and 41.

**13. NOTICES.**

LANDLORD and TENANT must send all notices by pre-paid postage via certified or registered mail, return receipt requested, or via hand delivery (hand delivery shall include delivery by LANDLORD of the notice to the UNIT or in the TENANT mailbox or delivery to the Management Office by TENANT). Notice is given when notice is mailed or hand delivered.

TENANT must send or hand deliver notices to LANDLORD at the address listed in Paragraph 7 of this LEASE. LANDLORD must send or hand-deliver notices to TENANT at TENANT'S UNIT or mailbox.

**14. UTILITIES.**

- a) LANDLORD will supply and pay for the following utilities / services:
  - Basic Cable Television
  - Internet Service
  - Trash

NOTE: TENANT agrees to use utilities in a careful and conservative manner. TENANT is responsible for all other utilities including (but not limited to): water, waste water, electricity, gas, and phone.

b) At the end of the LEASE, TENANT must provide LANDLORD with satisfactory proof that all utilities, if any, billed to TENANT have been paid in full. LANDLORD does not have to return any SECURITY DEPOSIT to TENANT until TENANT gives LANDLORD proof that TENANT has paid all utilities, and may at its option apply the SECURITY DEPOSIT to any outstanding utility charges. TENANT must keep electric service in TENANT'S name for four (4) days following the end of the TERM.

c) LANDLORD agrees to furnish trash removal at specific locations throughout the PROPERTY (this does NOT include door-to-door trash pickup), basic cable television, and internet service for the UNIT. Internet service will be provided by LANDLORD in each bedroom through an arrangement with an outsourced service provider. The gas, water and sewer service will be arranged by LANDLORD and the cost thereof will be allocated according to the total number of tenants engaged in lease contracts at the PROPERTY and charged to each tenant individually. TENANT will be required to pay those utilities directly to LANDLORD'S office during the TERM. TENANT must arrange for and place electric service in TENANT'S name and usage will be sub-metered by the service provider and billed to the UNIT. TENANT will be responsible for payment directly to the electric service provider. If TENANT desires additional cable channels, they will be at TENANT'S expense and TENANT must contact the appropriate utility service provider. If TENANT fails to place electric service in TENANT'S name and such service is billed to LANDLORD, LANDLORD will invoice TENANT for electric services used.

d) **INTERNET & TELEVISION SERVICE**

**Telecommunications Services**

LANDLORD is providing basic internet and basic television service to TENANT. This service includes television service and high speed broadband available in select locations throughout the building. Service is subject to Network Access, Acceptable Use and Performance Level terms (see below). If TENANT wants additional television channels, voice service or additional internet capacity, they will be at TENANT'S expense and TENANT must make arrangements through the LANDLORD-approved provider. These additional services not paid by LANDLORD must remain on and paid for by TENANT, in TENANT'S names, through their contracted ending date regardless of whether TENANT has vacated.

LANDLORD will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service and voice service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. TENANT hereby releases LANDLORD from any and all such claims and waives any claims due to such outages, interruptions, or fluctuations unless due to LANDLORD'S own willful misconduct or negligence.

**Network Access**

TENANT may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. LANDLORD is not responsible for the purchase of these items and LANDLORD cannot guarantee compatibility with any device TENANT may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the TENANT'S computer operating system or any other feature will be the responsibility of the TENANT to resolve. LANDLORD will not be responsible for software issues related to the user's personal computer.

**Acceptable Use**

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized. Sharing access to copyrighted material on the network is prohibited. Be advised that LANDLORD and LANDLORD-approved providers will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained. Tenant consents to any and all such disclosures.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. LANDLORD and LANDLORD-approved providers strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

**Performance Levels**

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) levels but reasonable efforts will be made to ensure the highest possible quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user.

Reasonable efforts will be made to ensure availability of the Internet services to users. Service outages for routine

maintenance, equipment or service failures, or emergency servicing will happen over the course of the year and LANDLORD shall have no liability for any outages.

**15. CONDITION OF UNIT.**

TENANT accepts the UNIT and PROPERTY in its present condition and designates it fit and habitable. Within 48 hours of taking possession of the UNIT, TENANT must inspect the UNIT and provide LANDLORD a list of any defects or damages to the UNIT by completing a Move-in Condition Form. As part of this list, TENANT must test all smoke detectors. The purpose of the list is to document the condition of the UNIT at the time the term of the LEASE commences. Any items not identified by TENANT shall be deemed in good condition.

The list should be delivered to the LANDLORD at the address listed in Paragraph 7. TENANT should keep a copy of the list signed by LANDLORD or LANDLORD'S representative. If LANDLORD receives no list within the time given, TENANT acknowledges that there are no defects or damages. The UNIT must be returned to LANDLORD in the same condition as it was provided, reasonable wear and tear accepted. TENANT is responsible for all damage to the UNIT that occurs after excepted, reasonable wear and tear excluded. **TENANT acknowledges and agrees that having to paint a UNIT at any time after TENANT takes possession of the UNIT could be billed back to TENANT if the damages are considered above reasonable wear and tear by the LANDLORD.**

**16. APPLIANCES AND FURNITURE.**

a) LANDLORD will provide the appliances and furniture listed below:

Refrigerator/Freezer  
Dishwasher  
Range  
Washer & Dryer  
Microwave  
Flat Panel Television  
Couch and/or love seat  
Love Seat (not applicable in studios/1 bedrooms)  
Coffee Table  
Bar stools (not applicable in studios/1 bedrooms)  
Mattress and Bed frame  
Desk  
Desk Chair  
Mini Fridge

b) LANDLORD will repair or replace non-working appliances.

c) TENANT agrees to keep all appliances and furniture clean and to immediately report any appliance or furniture that is broken, damaged or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance or furniture item which is broken, damaged, not working or not in the UNIT because of the fault of TENANT or TENANT'S guests. TENANT agrees to not add any additional refrigeration to the UNIT at any time.

**17. LANDLORD UNABLE TO GIVE POSSESSION.**

a) LANDLORD shall not be responsible or liable to pay any damages, or, be held liable, to TENANT if LANDLORD cannot give possession of the UNIT on the lease commencement date, for any reason whatsoever except as required by law.

b) If LANDLORD is unable to give possession of the UNIT to TENANT on the date when the LEASE is to commence, RENT will be abated on a daily basis during the delay. LANDLORD shall not be liable for any such delay in delivering possession of the UNIT to TENANT except as required by law. TENANT must pay RENT or additional charges for any part of a month that TENANT has possession.

c) TENANT may terminate the LEASE if possession of the UNIT is not given to TENANT within 60 days of the LEASE commencement date. TENANT must give notice of such termination to LANDLORD in writing before the 6th day after the 60-day period has expired. The LEASE will continue if TENANT does not give LANDLORD written notice that TENANT is terminating the LEASE pursuant to this paragraph, and TENANT'S right to terminate the lease shall thereafter be null and void and all duties and obligations of TENANT under the LEASE will remain in full force and

effect in accordance with Oregon law.

**18. USE.**

a) Only the TENANT listed on this LEASE may live in the UNIT; however, TENANT acknowledges that the UNIT may be occupied by another tenant provided the additional tenant has an executed LEASE for the UNIT or is listed in Paragraph 1 of this LEASE.

b) TENANT may not commit any act or allow any activity to occur in the UNIT or on the PROPERTY, which violates or breaks any Federal, State or local laws or ordinances, or any applicable rules or regulations. TENANT may not use or allow the UNIT or the PROPERTY to be used for any disorderly or illegal purpose. The UNIT may only be used as a private residence.

c) TENANT may not store or allow any hazardous, flammable or toxic substances in or on the UNIT or the PROPERTY. TENANT may not do or allow any behavior in the UNIT or on the PROPERTY which is a nuisance or which creates a risk of injury, loss or damage. TENANT may not engage in or allow any activity, which increases the costs of insurance or the LANDLORD's ability to either obtain or maintain insurance coverage on the PROPERTY.

**19. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.**

TENANT agrees that TENANT is responsible for:

a) all personal property of TENANT and TENANT's family, guests or persons invited by TENANT in or on the PROPERTY, including automobiles;

b) loss, damage, costs, injury or death caused by TENANT or TENANT's family, guests or persons invited by TENANT for the use of TENANT's property;

c) any claim due to acts or from any failure to act by TENANT or TENANT's family, guests or persons invited by TENANT; and

d) payment for damages or costs of LANDLORD from any claim based upon the acts of TENANT or TENANT's family, guests or persons invited by TENANT.

**20. TENANT'S INSURANCE.**

TENANT shall acquire and maintain for the TERM of the LEASE insurance coverage for:

a) the protection of any personal property of TENANT and TENANT's family or guests;

b) all claims by TENANT or TENANT's family, guests or persons invited by TENANT for injury or death occurring in or about the PROPERTY; and

c) TENANT's automobile(s).

**DAMAGE TO TENANT'S PROPERTY AND INSURANCE:**

LANDLORD does not provide any insurance coverage for TENANT's property. Unless caused by the willful or negligent actions of LANDLORD, or LANDLORD's agent's or employee's, neither LANDLORD nor LANDLORD's agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of TENANT or TENANT's occupants, guests, licensees, invitees or agents due to fire, water, flooding, other casualty, act of God, or any other causes. TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO COVER THE PROPERTY.

TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD's insurer for damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT's negligent conduct, or the negligent conduct of TENANT's occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.

**21. LANDLORD'S ENTRY ONTO THE PROPERTY.**

LANDLORD or LANDLORD'S agent may enter the UNIT by any means necessary, unless otherwise noted by Oregon law:

a) between 7:00 A.M. and 8:00 P.M. to (i) make repairs; (ii) deliver notices (iii) improve the UNIT; (iv) show the UNIT to possible buyers, lenders or TENANTS with 24-hour advance notice; (v) inspect the UNIT periodically for compliance with the LEASE terms; (vi) investigate a suspected violation of the LEASE; or (vii) for any other

reasonable purpose.

b) without notice to TENANT and at any time in an emergency.

**22. LANDLORD'S RESPONSIBILITY.**

LANDLORD is not responsible for any loss, expense, injury or damage to any person or property caused by items including but not limited to:

- a) theft;
- b) fire;
- c) ice, snow or rain;
- d) water;
- e) plumbing or pipe leaks;
- f) malfunction of appliances;
- g) interruption of any utilities or services at the UNIT or the PROPERTY
- h) power surges;
- i) sprinkler systems.

LANDLORD has no duty to remove ice, sleet or snow, but LANDLORD may do so in whole or in part, with or without notice to TENANT. EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW AND TO THE GREATEST EXTENT OF THE LAW, TENANT, FOR TENANT AND FOR TENANT'S GUESTS, RELEASE LANDLORD, AND LANDLORD'S RESPECTIVE SUCCESSORS AND ASSIGNS AND LANDLORD'S AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF TENANT'S OR TENANT'S GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO TENANT, MEMBERS OF TENANT'S FAMILY OR TENANT'S GUESTS, IN OR ABOUT THE BEDROOM, THE UNIT, OR THE PROPERTY, EXCEPT TO THE EXTENT SUCH CLAIM OR DAMAGE WAS CAUSED BY THE SOLE NEGLIGENCE OF THE RELEASED PARTIES. TENANT ASSUMES FOR TENANT AND ALL MEMBERS OF TENANT'S FAMILY AND TENANT'S GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE UNIT, THE COMMON AREAS, THE PROPERTY OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR TENANT'S USE, AND AT THE USER'S SOLE RISK. TO THE EXTENT PERMITTED BY LAW, TENANT HEREBY INDEMNIFIES LANDLORD AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH LANDLORD OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF TENANT'S NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.

**23. RULES AND REGULATIONS.**

a) LANDLORD may make reasonable rules and regulations to protect:

- 1) the PROPERTY and the property of other TENANTS, neighbors, or other people; and,
- 2) the comfort, safety or rights of other TENANTS, neighbors, or other people.

b) TENANT will follow all rules and regulations made by LANDLORD, which are now in effect and attached to this LEASE. TENANT will follow any new rules and regulations made by LANDLORD during the TERM. LANDLORD may charge TENANT a rule violation charge for each violation as in accordance to the Rules and Regulations. TENANT's parents and/or Guarantor may be contacted for any violation of the rules and regulations.

**24. PETS.**

No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the UNIT or PROPERTY unless LANDLORD has authorized so in writing. If LANDLORD allows an animal, TENANT must sign a separate Pet Addendum and pay a pet deposit and pet rent. A pet deposit is considered a general SECURITY DEPOSIT. LANDLORD will authorize a service animal or companion animal that a tenant with a disability requires reasonable accommodation under the Fair Housing laws. LANDLORD may require a written statement from a qualified professional verifying the need for the support animal. TENANT must not feed stray or wild animals.

If TENANT or any guest or occupant of the UNIT violates pet

restrictions (with or without TENANT'S knowledge), TENANT will be subject to charges, damages, eviction, and other remedies provided in this LEASE. If a pet has been in the UNIT at any time during TENANT'S term of occupancy (with or without LANDLORD'S consent), LANDLORD will charge TENANT for de-fleaing, deodorizing, and shampooing. Pet-violation charges are for LANDLORD'S time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules.

A written warning will be issued for the initial violation of any pet policies by TENANT or TENANT'S guest. A \$50 fee will be assessed to TENANT upon the second violation of any pet policies listed above.

LANDLORD has no lien on the pet for any purpose.

#### 25. TRASH REMOVAL / RECYCLING.

Trash must be disposed of in accordance with the directions of the LANDLORD. All trash must be removed as it accumulates in the UNIT. Trash may not be kept in closets, hallways, basements, etc. Additionally, TENANT may never place trash or debris near the front door or on the patio or balcony. If any trash or debris is found in these areas, a reasonable fee may be charged for the removal of all items.

#### 26. UNAUTHORIZED VEHICLES.

- a) TENANT may not park any vehicle on the PROPERTY unless LANDLORD and TENANT execute a Parking Lease allowing the TENANT to park a vehicle on the PROPERTY.
- b) No unregistered or disabled automobiles, trailers, campers, boats, etc are allowed on the PROPERTY at any time.
- c) TENANT may not make repairs to automobiles on the PROPERTY.
- d) LANDLORD may tow at TENANT'S expense any vehicle determined by LANDLORD to have been abandoned or parked in violation of this LEASE, a parking lease, or other applicable parking rules or regulations, or in violation of applicable law.

#### 27. MAINTENANCE.

LANDLORD agrees to do any maintenance or structure repairs that are needed to the UNIT. TENANT agrees to keep the UNIT clean, neat and safe.

LANDLORD shall act with customary due diligence to:

- (a) keep Common Areas of the PROPERTY (but not the UNIT, which shall be the responsibility of TENANT) reasonably clean;
- (b) maintain fixtures, furniture, hot water, heating, and A/C equipment;
- (c) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (d) make all reasonable repairs, subject to TENANT'S obligation to pay for damages for which TENANT is liable.

LANDLORD may temporarily turn off equipment and/or interrupt utilities to the UNIT and/or the PROPERTY to avoid property damage or to perform work requiring such interruption as determined in LANDLORD'S sole judgment. LANDLORD will not be liable for any inconvenience, discomfort, disruptions or interference with TENANT'S use of the PROPERTY because LANDLORD is making repairs, alterations or improvements to the UNIT or the PROPERTY. If TENANT requests any repairs, and LANDLORD approves such request, the repairs will be done during LANDLORD'S usual working hours unless TENANT requests in writing that such repairs be done during other hours and such request is approved by LANDLORD. If LANDLORD approves such request TENANT will have to pay in advance any additional charges resulting from such request.

TENANT agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the UNIT. To prevent or minimize the occurrence and growth of mold in the UNIT, TENANT hereby agrees to the following:

TENANT is responsible for replacing the HVAC filter at least four times during the lease TERM at TENANT'S expense. TENANT may purchase filters from LANDLORD at a cost of \$5.00 each.

TENANT shall (a) remove any visible moisture accumulation in or on the UNIT, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans

in kitchen and bathroom when necessary, and (d) keep climate and moisture in the UNIT at reasonable levels.

TENANT shall clean and dust the UNIT regularly, and shall keep the UNIT, particularly the kitchen and bath, clean and dry.

TENANT shall promptly notify LANDLORD in writing of the presence of any of the following conditions:

Any water leak, excessive moisture, or standing water inside the UNIT or any Common Areas.

Mold or mildew growth in or on the UNIT that persists after TENANT has tried to remove it with an appropriate household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.

A malfunction in any part of the heating, air-conditioning, or system in the UNIT.

TENANT shall be liable to LANDLORD for damages sustained to the UNIT or the PROPERTY as a result of TENANT'S failure to comply with the terms of this section, and LANDLORD shall not be liable for any damages sustained to TENANT'S person or property as a result of any such failure.

TENANT is responsible for all pest control, except that LANDLORD shall provide an initial pest control treatment if the need for such treatment is reported to LANDLORD in writing within 10 days after move-in. If LANDLORD incurs the cost of pest control in the UNIT or the PROPERTY as a result of the actions or inactions of any tenant in the UNIT, all tenants in the UNIT shall be responsible for the cost thereof.

#### 28. REPAIRS.

TENANT agrees to:

- a) immediately report to LANDLORD any damages or needed repairs; and
- b) pay for repairs which are needed due to the fault of TENANT or any of TENANT'S family or guests.

If TENANT or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security-related matter-- IT MUST BE SIGNED AND PROVIDED IN WRITING to LANDLORD'S designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). LANDLORD'S written notes on TENANT'S oral request do not constitute a written request from TENANT.

LANDLORD'S compliance with or responding to any oral request regarding security or any other matters does not waive the strict requirement for written notices under this LEASE. TENANT must promptly notify LANDLORD in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. LANDLORD may change or install utility lines or equipment serving the UNIT if the work is done reasonably without substantially increasing TENANT'S utility costs. LANDLORD may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water or similar cause, TENANT must notify LANDLORD'S representative immediately. If air conditioning or other equipment malfunctions, TENANT must notify LANDLORD'S representative as soon as possible on a business day. LANDLORD will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. RENT will not abate in whole or in part.

If LANDLORD believes in its sole judgment that damage is substantial, or that performance of needed repairs poses a danger to TENANT, LANDLORD may terminate this LEASE without liability by giving TENANT at least five (5) days written notice.

LANDLORD may also remove personal property if it causes a health or safety hazard. If the LEASE is so terminated, LANDLORD will refund prorated RENT and all deposits, less lawful deductions.

#### 29. CHANGES TO THE PROPERTY.

TENANT must obtain written permission from LANDLORD before TENANT makes any changes, improvements or additions to the UNIT. TENANT agrees that LANDLORD will not pay for changes made to the UNIT unless LANDLORD agreed in writing to pay for such changes.

#### 30. LAUNDRY FACILITIES.

Individual washer and dryer is included in each unit. TENANT is responsible for cleaning lint trap after each dryer use to prevent fire.

**31. TAKING OF PRIVATE PROPERTY.**

a) Legal authorities are able to take property after paying for it. This is known as "condemnation".

b) TENANT agrees that if the PROPERTY, part of the PROPERTY, or the land on which the PROPERTY is located are taken:

- 1) LANDLORD can end this LEASE;
- 2) LANDLORD is not responsible for claims of TENANT for inconvenience or loss of use of the PROPERTY or any part of the PROPERTY; and
- 3) TENANT, by signing this LEASE, has assigned to LANDLORD any rights which TENANT may have to any money paid by the legal authorities for or relating to the taking of the PROPERTY.

**32. UNENFORCEABLE LEASE CONDITIONS.**

If any court determines that any condition or part of this LEASE is illegal or unenforceable, the rest of the LEASE shall continue in full force and effect.

**33. SALE OF PROPERTY.**

A new owner can end this LEASE by giving TENANT 90 day's written notice if there is:

- a) a sale or transfer of the PROPERTY; or
- b) a sale of the land or buildings in which the UNIT is located.

**34. TRANSFER BY LANDLORD.**

LANDLORD may transfer this LEASE. If transferred, TENANT's obligations shall continue in full force and effect to the new LANDLORD. The new LANDLORD will have all of the rights that the current LANDLORD has under this LEASE. LANDLORD may transfer this LEASE without obtaining TENANT'S approval.

**35. SECURITY DEVICES.**

LANDLORD is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and LANDLORD can discontinue any such items at any time without notice.

**36. DEFAULT BY TENANT.**

TENANT shall be in default of this LEASE if TENANT:

- a) fails to pay RENT or any other charges when due; or
- b) does anything which is not permitted by this LEASE;

or

- c) fails to do anything which is required by this LEASE; or
- d) gives LANDLORD false information, including information or signatures on TENANT's or the Guarantor's/Co-signers rental application, on the LEASE or on the GUARANTEE;

or

e) any of the utilities which are payable by TENANT or the other tenants of the UNIT are not paid in a timely manner or are disconnected or shut-off; or

f) TENANT fails to pay any fees within 10 days after it is levied in accordance with this LEASE or the Rules and Regulations.

**37. LANDLORD'S RIGHTS.**

LANDLORD shall have the following rights in addition to any other rights of LANDLORD under this LEASE or applicable law.

a) If TENANT breaks any condition of this LEASE, any Addendum to this LEASE, or the Rules and Regulations, LANDLORD can:

- (i) collect any past due RENT and utility payments and any sums which are due for the rest of the TERM from TENANT;
- (ii) collect from TENANT for damages caused by TENANT or TENANT's breaking of any conditions of the LEASE or TENANT's doing of any act which is not permitted by the LEASE;
- (iii) evict TENANT and take possession of the UNIT;

(iv) recover or file suit to recover.

(a) all RENT and additional charges which are due from TENANT;

(b) reimbursement for any damages; and,

(c) reasonable costs and expenses which are incurred by LANDLORD to enforce this LEASE, including court costs, collection costs and attorneys' fees.

b) These are not the only rights LANDLORD has if TENANT breaks this LEASE. Besides ending this LEASE and getting a court order to evict TENANT, LANDLORD can sue TENANT for unpaid RENT and other damages, losses or injuries.

If LANDLORD obtains a money judgment against TENANT, LANDLORD may use the court process or any other available process to take TENANT'S personal goods, furniture, motor vehicles and other assets to the maximum extent allowed by law.

**FIRE OR OTHER CASUALTY.** If in LANDLORD'S reasonable judgment, the Bedroom, the Building or the Property is materially damaged by Fire or other casualty, LANDLORD may terminate this LEASE within a reasonable time after such determination by giving TENANT written notice of such termination. If LANDLORD does terminate the LEASE, and TENANT did not cause the loss, LANDLORD will refund prorated, prepaid RENT and the Security Deposit, less lawful deductions. If LANDLORD determines that material damage has not been caused to the UNIT, the Building or the PROPERTY, or, if LANDLORD has elected not to terminate this LEASE, LANDLORD will, within a reasonable time, rebuild the damaged improvements.

**38. CONTRACTUAL LIEN.**

This section is intentionally left blank.

**39. OTHER REMEDIES.**

In addition to all of LANDLORD's other rights and remedies under Oregon law and this LEASE, if TENANT's RENT is delinquent and LANDLORD gives TENANT 5 days' prior written notice, LANDLORD may terminate electricity that LANDLORD has furnished at LANDLORD'S expense, unless applicable law provides otherwise. LANDLORD may report unpaid amounts to credit agencies. If TENANT defaults and moves out early, TENANT will pay LANDLORD any amounts stated to be rental amounts in Paragraph 3 for the entire TERM, in addition to other sums due. Upon TENANT'S default, LANDLORD reserves all other available legal remedies, including LEASE termination. Late charges are for LANDLORD'S time, inconvenience, and overhead in collecting late RENT (but are not for attorney's fees and litigation costs). TENANT must pay all collection-agency fees if TENANT fails to pay all sums due within 10 days after LANDLORD mails TENANT a letter demanding payment and stating that collection agency fees will be added if TENANT fails to pay all sums by that deadline. LANDLORD may accelerate RENT – see Paragraph 46.

**40. ENDING THE LEASE.**

a) This LEASE will end at the time and date listed in Paragraph 2. LANDLORD may not extend the term of this LEASE without the written consent of TENANT. TENANT may not extend the term of this LEASE without the written consent of LANDLORD. Failure to vacate the UNIT at the end of LEASE shall be a violation of this LEASE.

b) If LANDLORD fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, TENANT may pursue remedies under Oregon law, including the possibility of terminating this LEASE, by following this procedure:

(1) TENANT must make a written request for repair or remedy of the condition – after which LANDLORD shall have a reasonable time for repair or remedy;

(2) if LANDLORD fails to do so, TENANT must make a second written request for the repair or remedy (to make sure that there has been no miscommunication) – after which LANDLORD will have a reasonable time for the repair or remedy; and

c) Subsection (a) notwithstanding, if TENANT does not vacate the UNIT upon expiration of the TERM, the TERM shall convert to a week-to-week tenancy, which can be terminated by either party upon ten (10) days written notice. In the event that a week-to-week tenancy commences, TENANT agrees to pay weekly rent of \$1,750 + Additional Amounts. Besides the modified TERM and RENT, all other terms and conditions of this Lease shall remain in full force and effect.

**41. EARLY TERMINATION.**

Except as otherwise expressly stated in this LEASE, and excepting cases of default by TENANT, this LEASE may not be terminated early unless it is agreed to in writing by both LANDLORD and TENANT. LANDLORD has no obligation to terminate this LEASE early. If LANDLORD agrees to any early termination of this LEASE, a termination charge will apply as specified by LANDLORD and must be paid before the LEASE is officially terminated. The Application Fee is never refundable.

**UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE.** LANDLORD may elect to charge TENANT an abandonment or relinquishment fee of [Insert: Any amount up to one-and one-half times monthly rent], if TENANT abandons or relinquishes the property (including failing to move-in) during the TERM.

If LANDLORD does not elect to charge TENANT the abandonment or relinquishment fee, LANDLORD may recover from TENANT all actual damages, including, but not limited to, damages for loss of rent, and costs to re-let the Unit (including administrative costs, costs of advertising and showing the UNIT, utilities for showing, checking prospects, marketing costs, and locator-service fees. TENANT is expected to return the UNIT to the condition in which possession was taken in order to avoid incurring damage charges. LANDLORD will inspect the UNIT after TENANT vacates to assess damages and make any necessary repairs to the unit before a replacement TENANT moves in.

**42. SUBLETTING.**

TENANT may not transfer this LEASE or sublet the UNIT, nor any part of the UNIT without LANDLORD's prior written approval which may be granted or withheld in LANDLORD's sole and absolute discretion.

If TENANT permits another person to live in UNIT or provides key to a person not named on this LEASE, TENANT will be subject to all fees applicable by law and possible eviction. If departing or remaining tenants find a replacement tenant acceptable to LANDLORD before moving out and LANDLORD expressly consents to the replacement, subletting, or assignment, then the departing TENANT will no longer remain liable for remaining balance of the TERM.

**Procedures for Replacement.** If LANDLORD approves a replacement tenant, then, at LANDLORD'S option: (1) the replacement tenant must sign a new lease contract or an Addendum to this contract (at LANDLORD'S discretion) with or without an increase in the total SECURITY DEPOSIT; or (2) the remaining and replacement tenants must sign an entirely new lease contract. If the replacement tenant signs a new lease, LANDLORD shall inspect the UNIT and refund the appropriate amount of TENANT'S security deposit. The replacement tenant shall be responsible for making a new security deposit as a condition to entering into the new lease. In the event that replacement tenant signs an addendum to the existing lease, the security deposit shall continue to be held by LANDLORD until the end of the TERM. At the end of the TERM, LANDLORD shall refund the deposit jointly to the TENANT and the replacement tenant. Notwithstanding anything to the contrary, TENANT will remain liable for the remainder of the original Lease Contract term unless LANDLORD agrees otherwise in writing.

**43. LEAVING THE UNIT.**

**DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** LANDLORD will mail TENANT'S SECURITY DEPOSIT refund (less lawful deductions) and an itemized accounting of any deductions no later than 31 days after surrender or abandonment, unless statutes provide otherwise.

TENANT will have *surrendered* the UNIT when: (1) the move-out date has passed and no one is living in the UNIT in LANDLORD'S reasonable judgment; or (2) all UNIT keys and access devices have been turned in where RENT is paid—whichever date occurs first.

TENANT will have *abandoned* the UNIT when all of the following have occurred: (1) all tenants appear to have moved out of the UNIT in LANDLORD'S reasonable judgment, and have been absent for at least seven (7) days; (2) clothes, furniture, and personal belongings have been substantially removed in

LANDLORD'S reasonable judgment; (3) TENANT has been in default for non-payment of RENT for at least ten (10) days; and

(1) TENANT has not responded for five (5) days to LANDLORD'S notice left on the outside of the main entry door and mailed to

**46. INTENTIONALLY OMITTED.**

TENANT, stating that LANDLORD considers the UNIT abandoned. A UNIT may also be "abandoned" as specified by applicable statute.

If TENANT abandons the UNIT, LANDLORD may take possession of the UNIT and its contents. LANDLORD may dispose of the contents and re-rent the UNIT without obligation to TENANT. TENANT must pay the cost for removal and other associated costs, except as otherwise provided by Oregon law.

If LANDLORD sells the contents, TENANT will be credited with the actual amount received, less the cost of removal and sale. LANDLORD may destroy or otherwise dispose of some or all of the contents if LANDLORD reasonably determines that the value of the contents is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale.

TENANT must still pay the RENT for the entire term.

**44. TENANT'S DUTIES AT END OF THE LEASE.**

In addition to any other duties which TENANT has under this LEASE, TENANT will:

- a) leave the UNIT when the LEASE ends and return all keys and access devices/remotes to LANDLORD;
- b) return the UNIT:
  - 1) clean and free of garbage or trash; and
  - 2) in good order and repair, reasonable wear and tear excepted; and
- c) comply with all other terms of this LEASE.

**45. SECURITY DEPOSIT TERMS.**

- a) Before moving into the UNIT, TENANT must pay the SECURITY DEPOSIT amount listed in Paragraph 5.
- b) TENANT may not apply or use the SECURITY DEPOSIT for payment of RENT under the LEASE.
- c) TENANT agrees that during the TERM or prior to returning the SECURITY DEPOSIT to the TENANT, LANDLORD may decide to use all or part of the SECURITY DEPOSIT:
  - 1) to pay for damages caused by TENANT to the UNIT and/or the PROPERTY; and/or
  - 2) to pay for any unpaid RENT or additional charges owing to LANDLORD.
- d) LANDLORD will return the SECURITY DEPOSIT within thirty-one (31) days after surrender or abandonment provided TENANT:
  - 1) gives LANDLORD written notice of TENANT'S new address; and
  - 2) did not damage the PROPERTY; and
  - 3) paid all RENT and additional charges in full; and
  - 4) fully performed all responsibilities under this LEASE.

See Paragraph 43.

A copy of the move-out procedures, which detail the cleaning and UNIT standards as well as the potential charges, may be obtained from LANDLORD at TENANT'S request. TENANT is responsible for cleaning the UNIT, including all Common Areas, thoroughly and following all of LANDLORD'S cleaning instructions prior to move-out. If TENANT does not clean UNIT to LANDLORD'S specifications then LANDLORD will charge TENANT a reasonable fee for the cleaning of the UNIT. If UNIT is furnished, TENANT will be responsible for the cost, if any, for relocating the furniture in the UNIT to the appropriate place in within the UNIT. Common Area damages will be split amongst all tenants in the UNIT. Bedroom damages will be split amongst all tenants that have leases for that specific bedroom.

**THE SECURITY DEPOSIT will not be LANDLORD'S limit of damages if TENANT violates this LEASE, and TENANT may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear" and the amount of delinquent payments of RENT and other charges, and late charges, may be deducted by LANDLORD from the Security Deposit.

**47. LOSS OF LANDLORD'S RIGHTS.**

LANDLORD does not give up rights by accepting RENT or

any additional charges, or by delaying or not enforcing any term or condition of this LEASE.

**48. NO JURY TRIAL.**

LANDLORD and TENANT hereby waive their right to a jury trial in any lawsuit involving this LEASE.

**49. WRITTEN CHANGES TO THE LEASE.**

All of the promises and understandings between LANDLORD and TENANT are contained in this LEASE. There are no other promises or understandings between the parties. Any changes to this LEASE require writing and signature by LANDLORD and TENANT, or written notice delivered to TENANT 30 days prior to LEASE change effective date. Neither LANDLORD nor any of LANDLORD's representatives have the authority to make any oral promises, representations or agreements. This LEASE is the entire agreement between LANDLORD and TENANT. LANDLORD's representatives have no authority to waive, amend, or terminate this LEASE or any part of it, unless in writing and signed by LANDLORD, and no authority to make promises, representations or agreements that impose security duties or other obligations on LANDLORD or LANDLORD'S representatives shall be binding on LANDLORD unless in writing and signed by LANDLORD.

**50. ATTORMENT.**

TENANT hereby agrees that TENANT will recognize as its

LANDLORD under this LEASE CORE CAMPUS EUGENE, LLC and shall attorn to any person succeeding to the interest of LANDLORD in respect of the land and the buildings on or in which this UNIT is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

See attached addendum(s) for any additional terms, which are part of this LEASE.

**51. SIGNATURES AND ACCEPTANCE OF CONTRACT.**

This LEASE and any addenda may be signed in counterpart signatures. The lease APPLICATION is considered a part of the LEASE. If there are any conflicts between this lease and the application then this lease shall control

LANDLORD and TENANT agree to the terms and conditions is this LEASE.

TENANT acknowledges and agrees that TENANT has carefully read and understands this LEASE and that TENANT acknowledges that this LEASE constitutes a binding and enforceable contract between LANDLORD and TENANT.

This entire LEASE is 17 pages in length and includes:

- 1) Residential Agreement (Pages 1-8)
- 2) Rules and Regulations (Pages 9-14)
- 3) Security Acknowledgement and Guidelines (Page 15)
- 4) Drug-Free Crime-Free Lease Addendum (Page 16-18)
- 5) Damages and Cost Addendum (Page 19)

**TENANT:**

\_\_\_\_\_  
TENANT Signature

\_\_\_\_\_  
Date

**LANDLORD:**

**CORE CAMPUS EUGENE, LLC**

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

\_\_\_\_\_  
Date

## HUB ON CAMPUS EUGENE – RULES AND REGULATIONS ADDENDUM

The following RULES AND REGULATIONS are a binding part of TENANT'S LEASE. LANDLORD provides these RULES AND REGULATIONS for TENANT'S benefit and the benefit of the other tenants. Please understand that any violation of one of these RULES AND REGULATIONS by TENANT or TENANT'S guest constitutes a violation of this LEASE and LANDLORD may proceed with an eviction action or other legal proceedings provided for under this LEASE and provided by law. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in this LEASE.

TENANT Accountability: The PROPERTY operates in a fun, yet adult atmosphere where most tenants will never find themselves involved with a disciplinary action. The majority of those who do require disciplinary attention will simply need a verbal warning. For those persons whose behavior is such that it requires further attention, any or all of the following may occur: A private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the community, fees, eviction or criminal and/or civil prosecution.

**Violations of these RULES AND REGULATIONS will result in tenant fees as follows:**

FIRST: A written warning in the form of a first breach of rental agreement will be issued to the TENANT stating the first breach.  
SECOND: A \$50 charge will be assessed against the TENANT.  
THIRD: A \$50 charge will be assessed against the TENANT plus 5% of the current rent  
FOURTH: Possible Eviction

Fees are never split amongst all TENANTS but may be assessed individually in their full amount to each TENANT of a UNIT in instances where more than one TENANT has been involved in a RULES AND REGULATIONS violation. The fees above may be increased at Manager's discretion and manager may elect to EVICT TENANT for ANY SINGLE VIOLATION OF THE RULES AND REGULATION should manager reasonably believe the infraction was severe enough to warrant such action. ALL VIOLATIONS REGARDING THE THROWING OF ITEMS OFF BALCONIES OR FROM WINDOWS, THE TAMPERING OF LIFE SAFETY EQUIPMENT, or FIGHTING CARRY AN IMMEDIATE FEE AND POSSIBLE EVICTION.

### SECURITY CAMERAS

The common areas or certain parts of the common areas of the PROPERTY may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under Oregon statutes and legal action by LANDLORD. No cameras exist in any restroom or tanning bed room. These common areas are the only areas, besides the UNIT, on the PROPERTY where there is a reasonable expectation of privacy.

### WINDOWS, DOORS & WINDOW COVERINGS

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If LANDLORD provides blinds on windows, TENANT may not remove such blinds. If TENANT installs draperies over the blinds, any damage will be repaired by TENANT or at TENANT'S expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a UNIT, or displayed on the inside of UNIT so as to be visible from the outside of UNIT. Screens, if provided, must remain permanently in place at all times and should never be removed. Nothing shall be thrown out of the windows.

Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the UNIT caused by leaving windows or doors open during inclement weather will be the responsibility of TENANT.

### BALCONIES AND PATIOS

Balcony and patio areas (both front and rear) are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the PROPERTY and within the UNIT, they are not to be permitted on balconies or patios. Additional lights are not permitted on the balconies or patios. Only bona fide patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. TENANT hereby acknowledges that all gas and charcoal barbecue grills, patio torches, fire pits and chimineas are strictly prohibited on balconies and patios. It is agreed that LANDLORD shall have the right to remove barbecue grills and any other of TENANT'S personal items or to remove and dispose of rubbish left on any outdoor porch or in the yard at TENANT'S sole expense. There will be a fee as notated above for each bag of trash or small debris removed from the balcony and large item that requires removal from the balcony. The TENANT further agrees that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule. LANDLORD reserves the right to remove and discard any items stored in the balcony or patio area that is not permitted. Balcony fees will be assessed to the entire UNIT unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the TENANTS occupying said UNIT.

Throwing objects from balconies, windows, sliding glass window/wall or any other area of the building are strictly prohibited. TENANT understands that in the event that ANY items are thrown from UNIT balcony or windows, TENANT will be subject to an immediate fee and potential eviction and shall be subject to criminal prosecution. Items which may fall from the balcony are not allowed on the balcony and therefore any object which falls from a balcony will be treated the same as any that were thrown. Any investigation of alleged incidents will be reported to TENANTS UNIVERSITY. In the event of abuse of the balcony or violation of this rule, LANDLORD reserves the right to secure the balcony door so that TENANT may not access the balcony.

### NO SOLICITATION OR DISTRIBUTION OF MATERIALS

TENANT(S) may not distribute, post or hang any signs or notices in any portion of the PROPERTY, without written approval from LANDLORD.

Solicitation shall not be permitted at the PROPERTY, either by TENANT or others.

### SUBLETS AND ASSIGNMENTS

TENANT agrees that UNIT, or any part of UNIT, shall not be assigned, sub-let, or permitted to be used for any purposes not expressly permitted herein, without the advance written consent of LANDLORD. In the event TENANT permits another individual to occupy the leased premises without the written consent of LANDLORD, the unauthorized individual will be required to immediately vacate the UNIT, the locks will be changed, the key fobs will be deactivated, and the TENANT will be subject to a lock rotation service fee.

### LOCKS AND KEYS

Locks may not be changed or added by TENANT without prior written permission of LANDLORD. Locks must be left in place upon vacating the UNIT. LANDLORD must have keys to all changed locks. All keys and, if applicable, gate cards, fobs and remotes must be returned to LANDLORD upon termination of occupancy, or LANDLORD may charge actual replacement costs.

If TENANT finds it necessary to have authorized personnel unlock UNIT or Bedroom, a \$50.00 service fee will apply, payable at the time service is rendered. LANDLORD will furnish TENANT with one key to the main entry door, one key to the Bedroom (if applicable), and one key to the mailbox. TENANT will be charged \$50.00 per lost key (entry door, bedroom door, or mailbox) and \$50.00 per gate remote or key fob not returned, or for those requiring replacement during the TERM of TENANT'S occupancy. Each TENANT may only possess one main entry door key; therefore, if the main entry door key is lost and TENANT requires a replacement, locks will be changed and TENANT will be charged \$75.00 for the lock rotation. TENANT agrees that such keys are provided solely for TENANT'S own use; duplicates will not be made of such nor will keys be loaned to any person. LANDLORD reserves the right to suspend this service at any time.

### TRASH AND TRASH CHUTE

TENANT must dispose of all trash in the proper bins in various collection areas on the PROPERTY. If property is equipped with a Trash Chute or Dumpster available to TENANT, then TENANT must use the Trash Chute or Dumpster to dispose of all waste. TENANT may NOT leave trash around the outside of TENANT'S UNIT or on the PROPERTY for ANY LENGTH OF TIME. LANDLORD will impose a fee as notated above for violation of this policy as well as for any littering by TENANT or TENANT'S guests. TENANT agrees to bag all trash entering the garbage chute in accordance with applicable garbage and recycling principles followed in the building. Any combustible, smoldering, or explosive material is strictly prohibited from entering the trash chute. TENANT agrees not to dispose of large items or dispose of loose cardboard boxes in the chute. TENANT shall be liable for any damages caused by violation of this rule.

## NO SMOKING

Smoking is strictly prohibited on the premises including in the UNIT, all amenity areas, and common areas (including the amenity and pool deck). Any TENANT found in violation of this policy will be immediately fined by management and risks fees imposed by city ordinances. Violations of this policy will result in fees as follows:

- FIRST: A written warning in the form of a first breach of rental agreement will be issued to the TENANT stating the first breach.  
SECOND: A \$50 charge will be assessed against the TENANT.  
THIRD: A \$50 charge will be assessed against the TENANT plus 5% of the current rent  
FOURTH: Possible Eviction

## UTILITIES

TENANT must keep all utilities to the UNIT active; TENANT cannot turn off TENANT'S utilities if TENANT leaves, even for vacation. Unless LANDLORD instructs TENANT otherwise, TENANT must, for 24-hours a day during freezing weather, (a) keep UNIT heated to at least 50 degrees F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, TENANT must keep UNIT cooled to a temperature no higher than 85 degrees. TENANT is liable for damage to both LANDLORD'S and TENANT'S property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to TENANT'S violation of these requirements. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures.

## PETS

Pets are not allowed in UNIT in any instance besides the use of a service or companion animal as noted in Section 24. In the case that TENANT or TENANT'S guests utilize a service animal, management should be made aware of the specifications of the animal.

## STAFF COMPLIANCE

TENANTS are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this LEASE or by law, shall subject TENANT to an immediate fee of up to \$1,000 and/or eviction.

## ALCOHOL, DRUGS, STOLEN PROPERTY

The decision to drink alcohol, and how much to drink is a personal one. Alcohol related conduct, which infringes on the rights of others to a quiet, orderly living environment is not acceptable under any circumstances

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the PROPERTY. Kegs are prohibited on the PROPERTY and within the UNIT and on balconies. Glass containers of any type or any other container containing alcohol are not permitted in common areas of the PROPERTY. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.

LANDLORD or its agents may make periodic inspections of TENANT'S UNIT in order to ascertain any physical problems and also to ensure that LANDLORD'S property is being cared for properly. If during the course of an inspection, stolen property (I.E., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and TENANTS of UNIT may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. TENANT(S) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fees and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fees and/or eviction may be assessed at the LANDLORD'S discretion.

TENANT, on behalf of TENANT and TENANT'S guests and invitees, agrees to use and occupy the UNIT in strict accordance with all applicable laws, regulations and ordinances, including without limitation those of the State of Oregon, the City of Eugene, and TENANTS UNIVERSITY, including the Student Code of Conduct. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this LEASE, and in addition to any other remedy allowed in LEASE or at law, shall subject the TENANT to an fees and/or eviction. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

## PLUMBING AND GARBAGE DISPOSAL

Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rag, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by TENANT.

TENANT agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event LANDLORD is called to fix a disposal and such materials are found therein, LANDLORD reserves the right to charge TENANT for the expense occurred.

## FURNITURE

If UNIT is furnished by LANDLORD, TENANT may not remove any furniture, equipment or appliances from UNIT.

## CONDITION OF THE UNIT AND ALTERATIONS

TENANT accepts UNIT, fixtures, and furniture as is. LANDLORD disclaims all express and implied warranties. TENANT will be given a Move-In Condition Form at the time of move-in. Within 48 hours after move-in, TENANT must sign and note on the form all defects or damage and return it to LANDLORD. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

When TENANT moves in, LANDLORD will supply light bulbs for fixtures LANDLORD furnishes, including exterior fixtures operated from inside UNIT; after 30 days, TENANT will replace them at TENANT'S expense with bulbs of the same type and wattage. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures. FOR LIGHT FIXTURES WITH HALOGEN BULBS, TENANT MUST HAVE LANDLORD CHANGE BULB. BULB MAY BE PURCHASED BY TENANT AND LANDLORD WILL NOT CHARGE LABOR COSTS TO INSTALL THE BULB.

TENANT must use customary diligence in maintaining UNIT and not damaging or littering the common areas. Unless authorized by statute or by us in writing TENANT must not conduct any repairs, paint, install wallpaper, install carpeting, perform electrical changes, or otherwise alter LANDLORD'S property. No holes or stickers are allowed inside or outside UNIT. No water furniture, refrigeration, washing machines, extra phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or LANDLORD has consented in writing. TENANT agrees not to alter, damage, or remove LANDLORD'S property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices.

No painting is allowed in UNIT. TENANT should not cover more than 25% of each wall with papers, posters, fabric, etc. In addition, no holes of any kind are permitted on any room or interior door. All window coverings must be approved by LANDLORD. Any and all repairs needed within TENANT'S room and UNIT and other areas must be performed only by authorized maintenance personnel. TENANT(S) will be charged for the repair of any damage for which TENANT or TENANT'S guests are responsible.

TENANT may not install any wiring within UNIT. Absolutely no holes may be drilled within UNIT by TENANT - including without limitation outside or inside walls, roof, windows, or balcony railings. TENANT may not store anything in closets where gas appliances, or heating and cooling equipment is installed.

Welcome mats, rugs or carpet remnants are not permitted in hallways.

TENANT'S improvements to UNIT (whether or not LANDLORD consents) become LANDLORD'S unless LANDLORD agrees otherwise in writing. LANDLORD shall have the right to immediately dispose of all TENANT'S belongings that remain in the UNIT after the termination of the lease term. The LANDLORD shall have no obligation to notify the TENANT regarding the disposal of personal belongings left in the UNIT after the lease termination.

**TENANT is responsible for carpet cleaning at the end of the LEASE. Carpets must be cleaned by a professional cleaning company and a receipt must be delivered to LANDLORD on or prior to move-out.**

#### MAIL

The mailbox is to be used jointly by all the tenants assigned to TENANT'S UNIT. Packages may be received at the office. However, **LANDLORD takes no responsibility for lost, damaged or stolen property left with the office.** If TENANT decides to have packages dropped at the office, TENANT is doing so at TENANT'S own risk. LANDLORD encourages all tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. LANDLORD reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if LANDLORD is not comfortable accepting a particular package.

#### GUESTS / DELIVERIES

TENANT'S guests must abide by these RULES AND REGULATIONS. As host, TENANT is held accountable and is responsible for the conduct of TENANT'S guests at all times. LANDLORD reserves the right to exclude guests or others who, in LANDLORD'S sole judgment, have been violating the law, violating the LEASE or any rules or policies of the PROPERTY, or disturbing other tenants, neighbors, visitors or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest.

LANDLORD reserves the right to deny any guest access to the PROPERTY for any reason including non-payment of rent by TENANT.

TENANT must notify LANDLORD in writing of any expected guest(s), delivery service, maid service, etc. No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from TENANT.

LANDLORD acknowledges the right of TENANT to entertain guests, but requires that no more than ten (10) persons are allowed in UNIT at one time and that order and tranquility prevail at all times. Any guest staying overnight for more than 2 consecutive 24-hour periods must receive written approval from LANDLORD. TENANT will be charged applicable fees and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. TENANT will also be responsible to pay all fees as a result of guest behavior that violates rules, regulations, and policies of this LEASE.

Guests become the responsibility of TENANT once they enter the building.

TENANT will be responsible for the cost of repairs for any and all damages caused by an excess number of people within the UNIT. TENANT is responsible for the actions of TENANT'S guests at all times while guests are on the PROPERTY or in any UNIT. LANDLORD may exclude guests or others who, in LANDLORD'S judgment, have been violating the law, violating this LEASE or any property rules, or disturbing other tenants, neighbors, visitors, or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest. TENANT'S failure to comply with LANDLORD'S request of exclusion of a guest will result in eviction of TENANT. **ALL TENANTS AND TENANT'S GUESTS OF PROPERTY MUST CARRY A GOVERNMENT ISSUED PHOTO IDENTIFICATION CARD AT ALL TIMES.**

#### NOISE

TENANT, members of TENANT'S family, and guests shall at all times maintain order in UNIT and at all places on the PROPERTY, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Musical instruments, radios, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other tenants. LANDLORD reserves the right at any time to assess a fee to the TENANT, contact guarantors, or declare TENANT in violation of the LEASE due to excessive noise and disturbances. LANDLORD and/or its agents on duty are the sole judge(s) of excessive volume levels, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to LANDLORD or LANDLORD'S representative immediately. TENANT waives all rights to privacy when noise coming from UNIT is so loud that TENANT is unable to hear LANDLORD knock

*TENANT will be found in violation of this LEASE and will be subject to fees and other disciplinary action if LANDLORD receives notice from the Police Department that noise levels were excessive.*

For the protection of community and all tenants, if TENANT does not answer the door for police, security, and/or HUB ON CAMPUS EUGENE staff, TENANT will be subject to a fee and will be considered in default of the LEASE.

#### COMMON AREAS

TENANT recognizes that the common area facilities which may include such items as a Fitness Center, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, Hot Tubs, Theater Room, Game Room, Study Lounge, Business Center or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "FACILITIES") have been made available by LANDLORD to TENANT.

**Policies for FACILITIES are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these FACILITIES and/or eviction.**

Only TENANT and invited guests accompanied by TENANT may use the FACILITIES provided by LANDLORD. FACILITIES may be used by such persons only in strict compliance with posted FACILITY policies and procedures. From time to time supplemental rules and regulations may be adopted by LANDLORD with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to tenants.

Neither TENANT nor TENANT'S guests may use the FACILITIES, parking lots or grounds in such a manner that interferes with the enjoyment of other tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Bicycles and other like vehicles shall not be allowed to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls.

Use of common areas within the PROPERTY shall be governed by these RULES AND REGULATIONS and any Policies posted in the FACILITIES and shall be used at the risk of TENANT and TENANT'S family and guests. No guest shall be permitted within the FACILITIES unless TENANT is also present. **To extent allowable by Oregon law, TENANT indemnifies LANDLORD and holds LANDLORD harmless against all claims for personal injury sustained by TENANT and TENANT'S family and/or guests in their use and enjoyment of the FACILITIES.** Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the PROPERTY.

In order to use FACILITIES, TENANT agrees that:

- a. TENANT shall not permit any guests to use FACILITIES without TENANT present;
- b. TENANT shall use FACILITIES in a prudent manner, consistent with the customary use of the FACILITIES;
- c. TENANT shall not use FACILITIES in a manner which is offensive or dangerous to TENANT or any users of FACILITIES;
- d. TENANT will follow policies as established by LANDLORD in connection with the operation of FACILITIES;
- e. LANDLORD shall have the right to discontinue providing any or all FACILITIES at any time and for any reason;
- f. LANDLORD does not provide attendants or supervision of any kind for FACILITIES;
- g. LANDLORD has made no representation (i) that LANDLORD'S representatives have any expertise in

- the operation of FACILITIES, (ii) that FACILITIES are fit for any particular purpose or (iii) as to the physical condition and operation of FACILITIES; and
- h. USE OF FACILITIES BY TENANT SHALL BE WHOLLY AT TENANT'S OWN RISK.

LANDLORD reserves the right to prohibit use of FACILITIES to any individual that LANDLORD, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized PETS are not allowed within the FACILITIES or UNIT at any time for any reason.

In connection with TENANT'S use of FACILITIES, TENANT is responsible for payment for damages or costs to LANDLORD from any claim based upon the acts of TENANT or OCCUPANT or TENANT'S guests (which are prohibited from using FACILITIES); and

TENANT may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.

#### OUTDOOR DECK USE

TENANTS and TENANT'S GUESTS are required to wear LANDLORD-issued wristbands on the outdoor deck at all times. TENANTS will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband will be required to leave the outdoor deck and will be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the outdoor deck. Individuals caught smoking or possessing glass will be subject to an immediate fee and will be required to leave the outdoor deck. Repeat violations will result in additional fees, revocation of amenity privileges, and/or eviction.

All food or beverage containers must be stored in a cooler at all times on the outdoor deck. No glass is allowed on the deck. Beverage containers in excess of 24oz are not allowed on the deck. If asked by Landlord, Tenant will remove all food and beverage from the deck for any reason. Styrofoam cups and plates are prohibited on the outdoor deck at all times.

#### HAZARDOUS MATERIALS

TENANT will not store or bring any hazardous materials on the PROPERTY or use the PROPERTY for any hazardous purposes.

#### FIRE SAFETY

Immediately call 911 in the event of a fire emergency.

LANDLORD shall furnish smoke detectors in good working order, when TENANT first takes possession. TENANT must immediately report smoke detector malfunctions to LANDLORD. The intentional sounding of any smoke alarm is prohibited. Neither TENANT nor others may disable smoke detectors. If TENANT disconnects or intentionally damages the smoke detector or does not replace batteries as needed, TENANT may be liable to LANDLORD for necessary damages. If TENANT disables or damages the smoke detector or fails to report malfunctions to LANDLORD, TENANT will be liable to LANDLORD and others for any loss, damage, or fees from fire, smoke, or water to the fullest extent of Oregon law. Additionally, TENANT shall pay a \$250 fee for any instance in which TENANT or his or her guest's removes or tampers with a properly functioning smoke alarm. TENANT is responsible for the cost of battery replacement for the smoke detectors.

TENANT agrees:

- a. to notify LANDLORD immediately in writing if TENANT perceives there to be any problem, defect, malfunction or failure with the smoke detectors in UNIT;
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed.
- c. that LANDLORD is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
- d. that TENANT assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s); and
- e. that LANDLORD is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences.

If TENANT'S UNIT contains an overhead sprinkler system, TENANT must take care not to unintentionally trigger the overhead sprinkler system in TENANT'S UNIT. TENANT may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. LANDLORD will not be responsible for any damage that occurs as a result of such situations.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within UNIT or any area of the PROPERTY. Neither LANDLORD nor Management Company will be responsible for any damage resulting from the use of such items.

#### VEHICLES/PARKING

TENANTS and/or guests are not permitted to park in garaged or off-site parking spaces unless assigned by LANDLORD and TENANT has an executed Parking Agreement. No residential on-street parking permits will be granted for TENANTS of the PROPERTY.

Improperly parked vehicles will be towed at the vehicle owner's expense and sole risk.

If LANDLORD provides TENANT with a vehicle identification sticker (decal), it must be displayed in the front windshield (above the registration and inspection stickers) of TENANT'S vehicle at all times (if applicable). TENANT must return TENANT'S vehicle identification sticker when TENANT moves out.

TENANT may not repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in any area of the PROPERTY.

Vehicles in use on the PROPERTY may not exceed a speed of 5 miles per hour.

If LANDLORD designates certain parking areas within the PROPERTY as TENANT Only Parking or Guest Only Parking, TENANT acknowledges that TENANT and/or TENANT'S Guests who violate these designations may be towed at the expense and sole risk of the vehicle owner.

The washing of cars or other vehicles on the PROPERTY is prohibited. If there is a designated car wash area, TENANT may wash TENANT'S vehicle in this area only. The repairing or performing of other mechanical or maintenance work on TENANT'S vehicle within the PROPERTY is prohibited at all times.

Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain in any area of the PROPERTY except for the temporary purpose of loading or unloading of passengers or personal property unless TENANT has a written agreement with LANDLORD. Vehicles parked in violation of this provision are subject to towing at the vehicle owner's expense.

Prohibited vehicles include: those having a flat tire or other condition rendering it inoperable; those having an expired license or inspection sticker; those taking up more than one parking space; those belonging to a person who does not have a current parking contract or former tenant who has been evicted; those parked in a designated handicap space without the required handicap insignia; those blocking another vehicle from exiting or entering; those parked in a fire lane or designated "no parking" area; or those parked in a space designated to or assigned to other tenant(s).

TENANT(S) should call the designated towing company or management office to report a parking violation. The management office may notify the towing company, who will tow the vehicle, if any of the following situations exist:

- a. The unauthorized vehicle is parked in such a manner as to obstruct a fire lane;
- b. The unauthorized vehicle is obstructing an entrance, exit, space or aisle of the parking facility;
- c. The unauthorized vehicle is parked in a space that has been reserved by another vehicle owner; or
- d. The unauthorized vehicle is parked in any space for which they do not have the required permit or authorization.

TENANT agrees that if Parking Agreement is executed, TENANT must park inside designated gate(s).

#### PROPERTY GATES

TENANT agrees as follows:

- a. LANDLORD has furnished gate(s) on the PROPERTY for the sole purpose of restricting access to the PROPERTY, not for TENANT'S safety.
- b. The installation or use of the gate(s) shall not in any way prevent LANDLORD at any time, from permanently removing the gate(s) and removal thereof shall not be a breach of any expressed or implied warranty, covenant, or obligation under the LEASE; and
- c. TENANT understands how to use the gate(s) and shall not act in any way to impair the use or function of the gate(s).
- d. TENANT shall comply with the approved guidelines of the gate(s) in that one vehicle at a time is permitted through the gate(s). Following another vehicle too closely through the gate could result in damage to TENANT'S vehicle and is not allowed.
- e. Entering through an exit gate is prohibited and could cause severe tire damage.

#### EXPRESS WAIVER OF WARRANTY:

- a. TENANT is advised that the gate(s) are mechanical devices and can be rendered inoperative at any time. LANDLORD shall not be liable for a temporary failure of the gate(s).
- b. TENANT agrees that LANDLORD'S installation or use of the gate(s) does not constitute a voluntary understanding or agreement by LANDLORD to provide security to TENANT, TENANT'S family, guests, or other occupants of UNIT.
- c. Unless due to LANDLORD'S own willful misconduct or negligence LANDLORD is not and shall not become liable to TENANT, TENANT'S family, guests or other occupants for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the gate(s). TENANT further agrees that LANDLORD is not liable for injury, damage, or loss of any person or property caused by any other person, including, but not limited to, theft, burglary, trespass, assault, vandalism or any other crime. Neither LANDLORD nor LANDLORD'S agents, contractors, employees, or representatives shall be liable in any way for any disruption in the operation of the gate(s) and TENANT agrees on behalf of themselves, TENANT'S family, guests and the other occupants, that TENANT shall never make demand upon, look to, institute, or prosecute suit against LANDLORD, or any of LANDLORD'S agents, contractors, employees or representatives, that are incidental to the installation, operation, repair or replacement or use of the gate(s). This is an express covenant not to sue and TENANT releases LANDLORD, LANDLORD'S agents, contractors, employees, and representatives, their heirs, and successors from any and all liability connected with the gate(s).
- d. TENANT'S safety is the responsibility of the local law enforcement agency. In the event that TENANT is in need of police protection of any kind TENANT will contact the local law enforcement agency. TENANT acknowledges and agrees not to contact LANDLORD for TENANT'S security needs as this could only delay the response time of the local law enforcement agency.

#### WEAPONS

Possession of any weapon or ammunition is prohibited. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

#### HARASSMENT

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors will lead to disciplinary action.

#### PHOTOGRAPHS

TENANT hereby gives LANDLORD permission to take photographs during LANDLORD hosted functions or activities which may then be used for the community newsletter, bulletin board, website, or other publications for marketing purposes. TENANT gives your permission to LANDLORD to use any photograph or photographic image including video or video stills taken of you while you are in any public spaces, grounds, offices at the PROPERTY or any Community sponsored events in the Community or otherwise. You understand that your photograph or photographic image will be used for nothing other than legitimate business purposes. You hereby grant HUB ON CAMPUS EUGENE and Core Campus Eugene, LLC and assigns, those acting with its authority and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and re-publish photographic or video portraits or pictures of you or in which you may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with your own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless HUB ON CAMPUS EUGENE and Core Campus Eugene, LLC and assigns, and all persons acting under its permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking said picture or in any subsequent processing thereof, as well as any publication forever discharge The HUB ON CAMPUS EUGENE and Core Campus Eugene, LLC, its officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of your photograph or photographic image. This release contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.

#### VANDALISM

Vandalism of UNIT and/or PROPERTY (with reference to both the room, unit, and all common areas) will not be tolerated and will result in a fee in addition to the costs of repair to the vandalized property being passed on to TENANT.

#### USE OF UNIT

TENANT shall use UNIT for residential purposes only. TENANT shall not use UNIT or any part of the PROPERTY for any commercial business or purpose. TENANT shall use and occupy UNIT and PROPERTY in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.

#### SERVICE REQUESTS

LANDLORD offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 55 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity (TENANT(S) will be charged if LANDLORD responds and finds that the electric service was disconnected by the utility company for non-payment), refrigerator/freezer not cooling, and no hot water. For after-hours emergencies, call our 24-hour on-call phone line and explain the situation. The attendant will be instructed to contact the proper service personnel. For non-emergency service requests, please call during regular management office hours. **TENANT must first Call 911 in case of fire and other life-threatening situations.**

**MODIFICATION OF RULES AND REGULATIONS**

TENANT and TENANT'S guests will be required to comply with all of the requirements set forth in these RULES AND REGULATIONS. LANDLORD has the right to change these RULES AND REGULATIONS from time to time, as LANDLORD deems necessary. Any changes to these RULES AND REGULATIONS will be effective and will become part of the LEASE once they have been delivered to TENANT or posted in a public area of the PROPERTY used for such purposes. TENANT is responsible for TENANT'S guest's compliance with all of these RULES AND REGULATIONS. Neither Management nor LANDLORD will be responsible to TENANT if LANDLORD fails to cause compliance by any person with these RULES AND REGULATIONS.

**TENANT:**

\_\_\_\_\_  
TENANT Signature

\_\_\_\_\_  
Date

### TENANT ACKNOWLEDGEMENT OF SECURITY POLICY

- a) TENANT AND GUARANTORS acknowledge that neither LANDLORD, the management company, nor the agent for LANDLORD:
1. has made any representations, written or oral, concerning the safety of PROPERTY or the effectiveness of any security/monitoring devices or measures, if any; and
  2. warrants or guarantees the safety or security of TENANT(S), or TENANT'S guests or invitees against the criminal or wrongful acts of third parties.
- b) TENANT AND GUARANTORS acknowledge that:
1. each TENANT, guest or invitee is responsible for protecting his or her person and property;
  2. the intercoms, building access systems and/or video camera systems, if any, are for convenience only and are not intended to be security systems. LANDLORD does not assure that intercoms, building access systems and/or video camera systems will continue to operate. If operation is interrupted for any reason, LANDLORD may either make repairs or abandon the intercom system, building access systems and/or video camera system;
  3. security/monitoring devices or measures, if any, may fail or be thwarted by criminals or by electrical or mechanical malfunction and that TENANT should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

### SECURITY GUIDELINES

- a) We recommend that you abide by the following guidelines and use common sense in practicing safe conduct. Inform all other OCCUPANTS in your UNIT, including any children you may have, about these guidelines.
- b) PERSONAL SECURITY—WHILE INSIDE YOUR UNIT
1. Lock your doors and windows—even while you're inside.
  2. Engage the keyless deadbolts or door latches on all doors while you're inside.
  3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
  4. If children (who are old enough to take care of themselves) are left alone in your UNIT, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
  5. Do not put your name, address, or phone number on your key ring.
  6. If you are concerned because you have lost your key or because someone you distrust has a key, ask LANDLORD to re-key the locks. You have a statutory right to have that done, as long as you pay for the re-keying.
  7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call LANDLORD.
  8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
  9. Check your door lock, window latches, and other security devices regularly to be sure they are working properly.
  10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
  11. Immediately report to LANDLORD – in writing, dated, and signed – any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
  12. Immediately report to LANDLORD – in writing, dated, and signed – any malfunction of other safety devices outside your UNIT, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
  13. Close curtains, blinds, and window shades at night.
  14. Mark or engrave your driver's license number or other identification on valuable personal property.
- c) PERSONAL SECURITY – WHILE OUTSIDE YOUR UNIT
1. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar that you have.
  2. Leave a radio or TV playing softly while you're gone.
  3. Close and latch your windows while you're gone, particularly when you're on vacation.
  4. Tell your roommate or spouse where you're going and when you'll be back.
  5. Don't walk alone at night. Don't allow your family to do so.
  6. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
  7. Don't give entry keys, codes or electronic gate cards to anyone.
  8. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
  9. Let the LANDLORD and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your UNIT since the LANDLORD cannot assume that responsibility.
  10. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
  11. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.
- d) PERSONAL SECURITY—WHILE USING YOUR CAR
1. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
  2. Don't leave exposed items in your car, such as CDs, mp3 players, wrapped packages, briefcases, or purses.
  3. Don't leave your keys in the car.
  4. Carry your key ring in your hand whenever you are walking to your car.
  5. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
  6. Check the backseat before getting into your car.
  7. Be careful when stopping at gas stations or automatic-teller machines at night – or anytime when you suspect danger.

*No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.*

**TENANT:**

**LANDLORD:**  
CORE CAMPUS EUGENE, LLC

\_\_\_\_\_  
TENANT Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

\_\_\_\_\_  
Date

**LEASE ADDENDUM  
FOR  
A DRUG-FREE CRIME-FREE HOUSING**

In consideration of the execution or renewal of a LEASE of the UNIT identified in the LEASE, LANDLORD and TENANT agree as follows:

1. TENANT, any member of the TENANT's household or a guest or other person under the TENANT's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. TENANT, any member of the TENANT's household, or a guest or other person under the TENANT's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the PROPERTY.
3. TENANT or members of the TENANT's household will not permit the UNIT to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. TENANT or members of the TENANT's household or guest, or another person under the TENANT's control shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the UNIT, PROPERTY, or otherwise.
5. TENANT, any member of the TENANT's household, or a guest or another person under the TENANT's control shall not engage in any illegal activity, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, on or near the UNIT, or any breach of the LEASE that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other TENANT or involving imminent serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any provisions of the addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the LEASE in accordance with Oregon law. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the LEASE, the provisions of the addendum shall govern.
8. This **LEASE ADDENDUM** is incorporated into the LEASE executed or renewed this day between LANDLORD and TENANT.

\_\_\_\_\_  
TENANT Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

Date: \_\_\_\_\_

## HOW TO REPORT SUSPICIOUS OR CRIMINAL ACTIVITY

1. Dispatch a Beat Officer to your location.
2. Connect you with an Officer working the front desk.
3. Arrange to have an Officer call you back.
4. Send your information to the appropriate Division for further follow-up.

While you may provide information anonymously, it is more helpful if the Call-Taker has your name and phone number for re-contact. Further questions may arise during a follow-up investigation, and a successful outcome may hinge on whether you can be contacted to answer them. In any event, when calling provide as much information and as many details as you can.

Describe the activity and its location.

- ✓ Provide names ("street names," nicknames, aliases) of persons involved
- ✓ Describe the persons involved one at a time, including:
  - Sex            -Height            -Hair color
  - Race           -Weight           -Eye color
  - Age
- ✓ Any distinguishing features; unusually hairstyles, tattoos, etc.
- ✓ Give addresses and apartment numbers of the people involved.
- ✓ Describe the residence/business (actual address if known), which side of the street, which corner, color of building, distinguishing features, etc.

## CRIME FREE MULTI-HOUSING PROGRAM A Practical Guide for TENANTS

HUB ON CAMPUS EUGENE is committed to keeping illegal activity out of the apartment community you reside in. Your LANDLORD has taken positive steps to promote effective management to improve the health of the community and the quality of life for all TENANTS in your PROPERTY. Your LANDLORD has implemented positive changes to develop an environment where the potential crime cannot flourish.

To address the crime problem in rental properties it requires a unique coalition of landlords, TENANTS and the police. The most effective way to deal with any illegal activity on rental property is through a coordinated effort.

The following information is provided to help you protect your PROPERTY, your vehicles and most importantly, your personal safety.

### Property Crime Prevention

- Always keep your doors locked – even when you are home
- Use your deadbolt lock at all times
- Identify **who** is knocking or buzzing your residence – ask for identification if you don't know the person-before you open the door
- Use your peep hole or nearby window to view guests prior to opening the front door
- Never leave an extra key outside the door
- Never lend your key to other people
- Report lost or stolen keys to the manager immediately and have the locks changed
- Secure all windows and utilize the secondary lock
- Secure your sliding patio door and utilize the secondary lock
- Close your blinds to deter criminals from scouting out your valuables
- Do not allow newspapers, handbills, etc. to accumulate at the front door

### Vehicle Theft

- Auto Theft Protection – Starts With You
- Take your keys
- Lock your car
- Park in well-lighted areas
- Don't leave your car running unattended, even for a minute
- Completely close your car windows
- Do not leave valuables in plain view
- Remove your stereo face plate
- Do not hide a spare set of keys in the car – the pros know where to look
- Keep your vehicle registration information with you – not in the glove compartment
- If you have a garage, use it
- Using a visible and audible deterrents – alert thieves that your car is protected
- Use a visual anti-theft device – steering wheel lock
- Audible alarms
- Window Etching – etch vehicle identification number on vehicle windows

### Bicycle Theft

- Be sure to secure your bicycle inside your apartment
- Do not leave your bicycle on the balcony, even the second level
- If you choose to leave your bicycle on the balcony secure it with a working locking device
- Be sure to write down your serial number in case your bicycle is stolen. Law Enforcement will require this information in reporting the theft.

### Assault Prevention

- Protecting yourself is a matter of avoiding the situation before it happens
- Keep your doors locked and windows rolled up to prevent anyone from reaching inside your car
- Always lock your doors when you park
- Always be attentive in parking lots as you return to your car
- Get in the habit of locking your doors and windows at all times
- Never remain in the laundry room in an apartment community alone
- Plan your route, especially at night. Follow well-lighted and populated streets

- Try to walk with someone else whenever possible
- Avoid dark places, short cuts, bushy trees and shrubs, and sparsely traveled areas
- Stay Alert and attentive to your surroundings at all times

Please keep in mind that this is your home, your neighborhood and your community. Much of your personal safety and that of the neighborhood depends on your active participation in the crime prevention efforts. You are a vital part of your community security and welfare.

Report Crimes in Progress to 9-1-1  
Non-Emergency Number 541-682-5111

\_\_\_\_\_  
TENANT Signature Date

\_\_\_\_\_  
OWNER'S REPRESENTATIVE Date



## Student and Parent Comments About The HUB

2b

- 7/1/2015
- **I have had two daughters live here on separate occasions. One daughter moved in when it first opened as the Hub and other a year later when it became University House.** (Note: Core sold to University House after one year but they still show this property on their website).

Both management teams were terribly inefficient and unorganized. My one daughter was living there when a pipe busted and flooded three floors causing tenants to move out for six weeks. It was chaotic with tenants being forced to leave apartment doors unlocked with easy access for numerous repair people to personal belongings during this time. When tenants were able to move back in, the trash chutes could not be accessed due to electrical wires they had to temporarily run through the chute space as the repair/remold was not completed. Trash, visualize piles and piles of stinky trash, lined the hallways during the summer months.

Not the only time my family has encountered disgusting living conditions when visiting our kids. We have seen lots of urine, vomit and more trash in the elevators and hallways over the past couple years. Not to mention the times I have been woken up to someone screaming in the early morning hours. The last time, some guy was throwing a girl against a wall at 2AM. We had Tempe police knocking on our door a half an hour later to ask what we saw and heard.

My second daughter moved out halfway through the school year. She paid an extra 85% of her rent to be given priority on the wait list for apartments with rooms that were available. Leasing staff often did not show her apartment even though we paid for the priority status. We later found out that there were only 5 female only rooms on that list. There was really no need to pay the extra fees. I called the leasing office one day to find out that the leasing staff did not have an update list on what apartments with rooms were available. Our daughter's room was not on the list. At one point, the leasing office's phones and email were down for two weeks making it difficult for potential lessors to inquire about rooms to relet.

Also, the turnover rate with the leasing staff is constant for both managers and agents.

When the room was finally relet, it took 60 days for Inland America AKA University House to refund us rent that was paid.

It is truly surprising that the state housing department has not fined or sued this company.

## Comments about Madison HUB

**Jake L**  
in the last week-

The worst living experience I've had in Madison to date. DO NOT LIVE HERE.

As you can see in the google reviews below, every single good review was placed at the exact same time. I know a few of the individuals and they are either living with a staff member or are friends with them. I'm assuming the staff is trying to get the ratings up on Google Reviews.

Do not be fooled by the amenities here, as soon as you sign your lease forget about any respect from the staff whatsoever. The place is run by some of the most unintelligent individuals I have talked to. The sauna has been closed down for weeks at a time with no warning whatsoever, the printer is always broken, and multiple fees have been enlisted without prior consent. (Such as a fee for the water and electricity of the common areas?)

I guess they are building a Hub 2 across the street, and there are giant cranes blocking any sort of view we used to have, let alone any peace and quiet. My sink has broken twice and the water pressure is nonexistent.

A quote from the repair man after all of the cushions on our outdoor patio were ripped "Every single piece of furniture here has come right off the boat from china." Thanks dude, I'm guessing they will scheme us out of our deposit as well.

I wish I could give these apartments a 0 out of 5 as I would leave immediately if I could. IT IS NOT WORTH LIVING HERE. DO NOT BE FOOLED. There is plenty more to complain about but I do not have time to continue with this post, the only good thing about this place is the pool on the roof that's open 5 months a year.

**Will S**  
3 weeks ago-

This place is run by fools. Management is atrocious.

They've scheduled fire drills at 9am every week for the first two months of living here. They've hired security guards that have left an unconscious drunk female incapacitated face down on the lobby couch and when prompted if they thought it was something that needed to be dealt with the male guard shrugged it off as a nonissue. Management split the water bill between the entire complex instead of just our own usage, since I am considerably more conservation minded than most I end up paying for others egregious habits. Management has also refused to refund us for a two week period where we were incapable of living in our units due to delayed construction in effect taking a half month of rent from all of us. Several times our mail has not been processed in a timely fashion leading to packages and letters being given to us days after tracking shows delivered. Last week management started bringing in cranes for their new building across Gilman Street called The James Madison formerly known as Hub 2. The arrival of this equipment has blocked our parking lot exit and has bisected Gilman.

The level of sheer ineptitude needed to accomplish these feats bewilders me.

I have no drawers in my bathroom. The water pressure in my sink is terrible. The walls are paper thin. I have a pathetically weak night light in my ceiling fan, I needed to buy lamps to get any sort of lighting in my room. I can hear the TV blaring at 10% through my bedroom door. Hot water is rarity. The door on the washer and drying unit has slots and lets all the noise through. The sauna and hot tubs are always closed for maintenance. The gym and 2nd floor courtyard

areas are usually in dire need of a good cleaning. If you live facing into the courtyard there are cameras positioned that can see everything that happens inside your room. The garbage chute is pathetically small and is good for walgreens sized plastic bags only.

**David**

**a month ago-**

I don't know about other units, but I recommand you not to live in either studio or 1 bedroom unit.

I currently live in 1 bedroom, and IT IS REALLY REALLY SMALL.

I wish I could've known that the room was going to be this small. People at the leasing office last year told me that 1bedrrom would be about the same size as their model unit, which they had at the office. Well... guess what. It is not even close to that size.

You can probably fit like 4-5 people in the living room, and it will be so full that you won't even be moving around.

Also, you can smell all kinds of things (you know what) from other units on downstairs and upstairs.

When I moved in, there were several spots in the unit where it had stains, and also there were garbages everywhere. I had to spend some time to clean it up.

As many people mentioned, water pressure at the bathroom is so bad. It takes me double or triple time to wash. I feel like this would lead to much worse waste on water. Seriously, what were they thinking when installing this crap on.

I was going to move to Lucky apartment next year, because they provide free parkings for those who live in 1 bedroom unit for over 1 or 2 years, but every 1 bedroom was gone for next year so that kind of sucks.

It is not worth \$1425 living here. I'm paying 250 more over that for parking. I'm pretty much stuck here until I graduate lol. Thanks for providing so much information before I moved in. That really worked!

**Rachel Peterson**

**2 months ago-**

If I could give this place 0 stars, I would. It is genuinely one of the worst apartment buildings in Madison. Do not let the 4 ho tubs, saunas, and rooftop pool fool you. This place is actually a joke!! Everything is a lot smaller and the noise is CRAZY! they said the walls are insulated and thats a lie! You can hear every party going on from the rooftop to the entrance. All the appliances are very CHEAP quality! Forget the bluetooth speaker because that doesn't make up for the horrible water pressure and cold water every morning! the rooms are extremely SMALL compared to what their blueprints said! And the STAFF might be the WORST thing about this building. They are extremely RUDE, they never have an answer for your questions and always refer you to their 30 page lease which is also no help! The are honestly a bunch of idiots sitting in an office pretending to do work! The old manager told me to email her and never replied to my email. When I came into the office, I saw her sprint into her office and the person at the front desk told me she was busy. Talk about "professional"! "Security" is a joke because if you hand them some cash, they will do anything you need them to do! I urge you not to bring your money here. Do not give these people a penny! if it wasn't for the lease they have me locked into... I would be out of here in a heartbeat! The day my lease ends is my day of freedom! And they weren't able to lease out the building this year! they are barely at 70% occupancy. I truly hope someone does something about them to remove them from Madison

## **Comments and Recent Article about HUB in South Carolina**

### **Vincent Esposito**

4 months ago

The hub seems great at the beginning, however, it is all just a sham. The office staff is horrible and never helps with anything. Nothing ever works in the building. The elevators are constantly out of order and everything started falling apart from day 1. Upon moving out of my apartment I noted there was one paint chip on my bedroom wall that would need repairing, but I figured that would be normal wear and tear. Apparently, that warranted a \$343 painting bill. Don't live here, the rent is way too high for the quality of the product and they will nickle and dime you until you are broke.

### **Madeleine Bell**

3 months ago

Horrible management. Very unprofessional and disorganized. If you go into the leasing office with a problem expect them to roll their eyes at you and not take anything seriously unless you bug them constantly. Things are always broken and very overpriced for what you get. Would not recommend as a place to live. Period.

### **Alex Funke**

4 months ago

The hub is a scam. They will be nice and friendly and put on an amazing act when you are looking at renting... However once you sign a lease that is when everything will change. The management is awful. Nothing seems to ever be working (especially the elevators). The furniture is worse than ikea furniture... and the list can go on and on. Also DO NOT EXPECT to get a security deposit back... They will nickel and dime you. When we left the room was in amazing condition. However according to the HUB it need 294.69 cents worth of paint, along with a 50.31 cleaning fee. This is completely ridiculous because the walls were in great condition and the room was fully cleaned. Also that is just my charges. Now there were an additional 3 roommates living there so just imagine what they were charged....

Also basement parking is very sketch.... I would recommend walking with a buddy back from the basement to the complex due to a high frequency of drug users making the surrounds their homes... Also the basement elevator always breaks down... So at night if you are coming back late from a class, you have to walk down an alley way in order to get to the complex...

Also upon moving in there was no WIFI for over a month. The office staff said in person they will compensate residents down the road for this... That never happened...

It just makes me sick that these people at the hub are able to sleep at night....

**THESE PEOPLE HAVE NO MORALS OR SOULS...**

Also you will notice they have 60 5 star reviews... a majority of these reviews were written when the complex was being built by local businesses trying to suck up to the hub

## **Breaking: Controversy Surrounding The Hub At Columbia Former residents are infuriated with what they say is unfair treatment.**

**Victoria Daczkowski in Lifestyle on Sep 13, 2015**

Where you live has a large impact on your year. Are you close to the Greek Village? Are you close to downtown? How big is the apartment? How is the parking situation? These are all questions you should ask yourself before signing a lease for the coming school year.

For students already thinking about where to live next year, consider checking the reviews for apartment complexes in the area. There are plenty of places for University of South Carolina students to live, and most are very affordable and vary in types of amenities. There also always seem to be new apartment complexes catering to students moving off campus after their freshman year.

In fall of 2014, a brand new apartment complex opened on Main Street in downtown Columbia -- The Hub. The slots available filled up before that fall semester was over, and it was expected to be the coolest place to live. But, now, a year later, its reputation is starting to deteriorate.

When tenants first moved in, they instantly began to find problems. Issues ranged from the Wi-Fi not working, to not even having a refrigerator in the apartment. The apartment complex was poorly made and they issued "worse than Ikea furniture" (2014-2015 resident).

"I was supposed to have a walk in closet, but didn't upon moving in and it took them weeks to compensate me for it. We put in at least five work orders and they fixed it the month we moved out," said that anonymous resident.

Many of those first tenants have now moved out, but are now faced with another problem: move out reports and bills. Former residents have reportedly been charged hundreds of dollars for repainting and repairs, with no evidence of it being necessary.

"Move out charges between three roommates was over \$1000 for painting and cleaning," said a 2014-2015 resident. Those residents say that their apartments were spotless and were in no way damaged, or in need of repainting.

The Hub at Columbia Facebook page has recently even been flooded with posts by angry residents and their parents.

In the past few weeks, The Hub at Columbia's rating had dropped from a 4.8 (out of five) to a 2.8, and the comments and reviews keep coming. Students, residents and parents are furious with the complex and the management.

"Dealing with the leasing office was a constant struggle. They take advantage of our age and inexperience and try to get as much money as possible out of our bank accounts. The property manager has no sense of customer service or respect," said a 2014-2015 resident.

## **Facebook reviews from oxford miss**

Had problems all year with the Management of this facility. At the completion of the lease they charged my daughters for services that were not rendered and for damages in the common areas of the apartment that were there when we moved in (even after we notified them of the damages). The kids that work at The Hub were always very nice and accommodating, but to expect them to run this facility was a bit of an oversight on management's part. Would not keep my kid there every again.

It looks great from the beginning, until you have a maintenance issue! And, don't expect to get your security deposit back. They go through great strides to find anything possible to eat it up! Don't believe the line about 'normal wear and tear'! Also, BEFORE you sign the lease, ask them to provide you with move-out requirements! Ridiculous! For the amount of rent you pay, professional carpet cleaning after you move out, should be covered!

**Do not recommend! I agree with many of the comments- should have paid more attention when signing the lease. Families- considering this place for your child- as stated don't expect to get your deposit back no matter what you do. I drove 14 hours each way to make sure my daughter left things clean. We washed walls and scrubbed the kitchen, cleaned blinds and the ceiling fan! Silly me thought that the security deposit was for damage. But no... they charged for HVAC filters, 2 l...**

I've been here for couple of months. All the stuff they have to offer is nice. But maintenance is crappy. You can never get them to fix anything you ask them to. And when you ask them about something.. They just say I have no idea when it will be fixed are there working on it. When they been saying that for 3 months.

If you think is will be a good place to stay, it's all smoke and mirrors. THIS PLACE IS A RIP OFF!!! THE RENT IS EXPENSIVE AS HELL AND WILL MAKE UP CHARGES AND TAKE AWAY YOUR SECURITY DEPOSIT AT THE END OF THE YEAR!!!! The student workers are not helpful and the manager always refer you to them. RUN AND NEVER LEASE; You'll regret it.



Posted: Monday, December 24, 2012 5:45 am

### **Core Campus plans student housing on Tyndall Ave.**

More student housing is coming to the University of Arizona campus area in time for the fall 2013 semester.

Chicago-based Core Campus Investment Partners LLC has purchased approximately 33,400 square feet of land at 1011 N. Tyndall Avenue for \$3.85 million. At this time, details for the planned student housing development were not announced.

Core Campus focuses solely on student housing and uses its own in-house management staff.

The site is next to two high-rise student complexes being developed by Campus Acquisitions, also based in Chicago. Campus Acquisitions plans to open its luxury 14-story tower by August 2013 and a companion 13-story tower by August 2014.

The land that was acquired by Core Campus includes an approximate 21,000 square-foot, two-story building that formerly housed the Phi Kappa Psi Fraternity. The fraternity's national headquarters revoked the local chapter's charter in January 2012 over allegations of hazing and other issues.

The parcel was sold by Tucson-based Kiva-Star Partners LLC. Among its main members, public records list developers Bill Viner, Steven J. Shenitzer and Philip Pepper.

In the transaction, Core Campus was represented by Debbie Heslop of Volk Company.

## **Tyndall property**

A.E. Araiza / Arizona Daily Star

The city sold the property at 1023 N. Tyndall Ave., where Direct Center for Independence Inc. was located, to private dorm developer Core Campus, which owns the adjacent high-rise Hub. A new headquarters for Direct, a nonprofit for people with disabilities, was part of the deal.

December 08, 2014 7:45 pm • By Mariana Dale

A recent city real estate deal has paved the way for more multi-story student housing in the West University neighborhood.

Tucson sold a .84 acre lot on North Tyndall Avenue to Core Campus, a private dorm developer, for \$3.5 million, which includes the cost of the property and relocating the former tenants, a nonprofit that provides services to people with disabilities.

Tucson Real Estate Program Director **Hector Martinez** called the deal a "win-win-win."

The nonprofit gets an upgraded headquarters worth about \$2 million; the city gets a \$1.5 million boost to its general fund and the developers get a prime piece of real estate.

The Tucson City Council approved the sale in December 2013, but the two-year process wasn't completed until last week, when the Direct Center for Independence moved into its new digs at 1001 N. Alvernon Way.

**Not everyone is excited about the prospect of more student housing on the edge of the historic neighborhood. The three nearby complexes have generated more than 45 calls to police, said Councilman Steve Kozachik earlier this year.**

**The nearby Islamic Center of Tucson has complained of bottles and other trash falling from high-rise balconies on to its parking lot.**

**In part, the potential for this type of conflict is why Direct elected to leave the area.**

**"With the coming of those high-rises, it was almost like our missions were going to clash," said Executive Director Wendy Dewey.**

#### **A NEIGHBORHOOD CHANGES**

The Direct Center for Independence offers services that help people with disabilities live independently. The city gave the organization a 99-year, dollar-a-year lease for the property on Tyndall Avenue, south of Speedway Avenue, in 1983.

Even though the building predated the Americans with Disabilities Act, the accessibility was state of the art, Dewey said.

The surrounding area changed dramatically after the city of Tucson approved a new zoning overlay district in February 2012.

**A Chinese restaurant and a fraternity house were among the properties replaced by three high-rise student housing complexes up to 14 stories. The previous limit was four stories.**

The first complex, Level, opened in fall 2013 at 1020 N. Tyndall Ave. and was followed by nearby Next and Hub, which is owned by Core Campus. Together the three units can accommodate about 1,500 residents.

The vehicle, pedestrian and construction traffic generated by the projects made Direct's facility less accessible to its clients. Dewey estimated Direct Center for Independence serves about 1,400 people annually. "It was like the writing on the wall," Dewey said. "Imminent change was there and it was big change." Direct approached the city in late 2012 to ask about options for relocating. The City Council opened a request for proposals to sell the property in June 2013. In addition to paying a cash sum, the winning bidder would need to find a new home for Direct and pay to relocate the organization.

Direct wanted a visible location easily accessible by public transportation, explained CBRE First Vice President **Buzz Isaacson**. His firm was tasked with helping Direct find a replacement building.

"There wasn't anything on the market that fit the bill," Isaacson said. "We found a building owned by an architecture firm that wanted a lease. We converted it into a sale."

Direct's new headquarters is about 2,500 square feet larger than its former center and has 42 parking spaces. The new location puts it not far from compatible organizations, such as a University of Arizona health and wellness center and nonprofit Our Family Services. It's also the confluence for several city bus routes, Dewey said. "It's awesome — people could get to us from any part of the city," Dewey said. "We are right where we need to be."

**Core Campus, the dorm developers, ended up paying about \$1.4 million for the Alvernon Way property, plus an additional \$560,000 to renovate the building to Direct's requirements by**

adding improvements such as wider door openings. The company also paid the city \$1.5 million.

Martinez said, "The total package is a great community return."

#### **STUDENT HOUSING A BOON FOR REAL ESTATE**

Core owns Hub at Tucson, 1011 N. Tyndall Ave., a 14-story student housing tower serving almost 600 residents.

The complex, which is adjacent to Core's new purchase, opened in 2014.

"Core was presented with the opportunity to own a piece of real estate in a top market, at a tier-one university, right next door to our current development," said Chief Operating Officer Benjamin F. Modleski in an emailed statement. "We couldn't pass that up. ... Our niche in student housing is really infill, vertical development near strong universities."

The proposed Hub II would be six stories and house nearly 300 students and there would be no retail element.

Core has filed permits with the city to begin the project and expects the development will be completed by July 2016.

Kozachik said he would prefer the area be used to build something that would benefit the whole community, like a grocery store.

He voted with the council to approve the sale of the property in December 2013, but does not support the planned development.

His opposition may not matter, however, as the proposed complex is considered a "group dwelling," which is an allowed use of the property within overlay district so Core doesn't have to go through a rezoning process.

**The news of the development comes on the heels of complaints filed by the nearby Islamic Center of Tucson about liquor bottles, produce and obscenities that have been thrown from the adjacent student housing complexes for more than a year.**

**Four residents of the adjacent complex, Level, were evicted in November in connection with the incidents. A forum was held at the UA Monday night to discuss student behavior.**

**Kamel Didan, the vice chairman of the board of the mosque and community center, said they are worried efforts to educate current residents and stem the problems will ultimately fail because of the resident turnover in the complexes.**

**No decisions have been made, but one option would be for the Islamic Center to sell their property and leave, much like Direct.**

**"We don't want to be perceived as people putting a stop to investment or an influence of money," Didan said. "We want to be seen as a community of people who care about the city of Tucson."**

**The following statement is currently on the Core website even though they sold the property in 2014.**

**<http://corespaces.com/project/hub-on-campus-tempe/>**

In July 2013, Convexity Properties, in partnership with Core Campus, delivered their first two student housing projects; THE HUB at Arizona State University (Tempe, AZ) and at the University of Mississippi (Oxford, MS).

The HUB at Arizona State University (ASU) is a 19-story mixed-use building that contains 269 student apartments (637 beds) and 20,000 square feet of ground floor retail. The building is located a few blocks north of the main campus of Arizona State University and is directly across from the Tempe Transportation Center and Sun Devil Stadium. The project was extremely well received by students, as demonstrated by a 93% occupancy rate on move-in day.

## **M.P. KING — State Journal Feb 6, 2015 Madison, Wisconsin**

Core Campus on Monday won approval to build a 12-story housing project at 510 University Ave., on property now used partly for parking. The project, to be known as Hub II, would be across the street from the developer's 12-story Hub Madison project, background center, under construction now and set to open in August.

A rendering shows Core Campus' proposed Hub Squared development, among other existing tall buildings on University Avenue. Behind it is Hub Madison, a similar project by the same developer that fronts Gilman, Frances and State streets, and will open in August 2015.

Think Downtown Madison's residential housing boom has peaked? Hardly.

Core Campus is now proposing a 12-story, upscale housing project that might include a hotel at 510 University Ave., across West Gilman Street from the developer's massive, 12-story Hub Madison project now being completed at the corner of North Frances and State streets.

The new proposal, called Hub Madison 2, would be 424,408 square feet with perhaps 292 apartments and three townhouses, 9,230 square feet of retail space and 164 parking spaces, preliminary plans show. The original Hub is about 500,000 square feet with 313 apartments, 25,395 square feet of retail space and 143 parking spaces. The developer has not disclosed a cost for either project.

Core Campus is acquiring the 0.8-acre site from the Mullins Group, which also sold it the property for the original Hub.

"We believe that the location is a phenomenal one," said Marc Lifshin, managing partner with Core Campus. "Infill sites of this size and location are very limited, and this is a great opportunity for Core Campus to acquire a tremendous piece of real estate."

The project would require demolition of a mixed-use building at 435 W. Gilman St. — once home to Laundry 101 — and cover some private green space and surface parking.

Lifshin said Core Campus is finding great interest from students and a mix of young professionals in the original Hub, slated to open in August. History shows that when one development with a lot of amenities like the original Hub opens, desire grows quickly among students to upgrade their living situations, he said.

"We believe this will occur here, and there will be a demand in excess of rooms at Hub Madison and a need for further developments equal or greater in their level of amenities and finishes," he said.

The Hub 2 will feature a courtyard, gym and spa, volleyball court and a rooftop terrace with a club room, pool and two hot tubs, the preliminary plans show.

Although the design isn't completed, the Hub 2 will use "modern forms and architectural expressions," Lifshin said.

Core Campus intends to make part of the building for students, another part more attractive to young professionals, and is also exploring a hotel component, he said. It's not clear how the inclusion of a hotel would affect the number of housing units.

Ald. Mike Verveer, 4th District, who represents the area, said he was surprised but pleased by the proposal.

"I did not expect this particular developer would so quickly embrace our community and so quickly come back with a second project," he said.

The Downtown vacancy rate is unhealthily low, so more housing is welcome, Verveer said, noting that the project seems to meet the Downtown Plan and zoning code. Unfortunately the proposal, like many others Downtown, includes no units for those with lower incomes, he said.

The proposal, Verveer said, offers retail space along University Avenue but may raise concerns about the loss of green space and a canyon effect from tall buildings flanking both sides of the meeting of West Gorham Street and University Avenue.

Core Campus is working with city staff on the position of a garage entry and loading dock to minimize traffic effects, and while the structure will cast shadows, it fits zoning for the site, Lifshin said. The project will not require city tax increment financing (TIF) assistance, he said.

Core Campus will make an informational presentation to the city's Urban Design Commission on Wednesday and hopes to move through the approval process with final consideration by the City Council in mid-May. A neighborhood meeting is set for 7 p.m. Feb. 23 at the Fluno Center, 601 University Ave.

The original Hub will offer fully furnished apartments with a host of amenities including large flat-screen TVs, washers and dryers, and stainless steel appliances. VIP apartments have options like a hot tub on private balconies and an upgraded kitchen package.

It also features private work rooms, business and conference centers, a computer lab, sand volleyball court, rooftop pool, ice rink, movie theater, music studio, 30-person hot tub, cold plunge, sauna and steam room, and fitness center. Ten first-floor retail spaces will host businesses including Colectivo Coffee, Naf Naf Grill, Glaze Teriyaki Grill and Goodness, a fresh food and juice bar.

Core Campus, based in Chicago, has developed and manages properties with more than 8,000 beds across the United States.

3

## Parking Requirements

We realize that parking requirements are not at issue here this evening but the community is adamant to bring to Staff, the Commission and the Developer that this WILL be an issue. It does not take a rocket scientist to know that 600 bedrooms for students plus commercial space cannot be serviced by 231 parking spaces plus 27 on street spaces.

The zoning code that came up with this formula is obviously flawed and yet the city staff is just thinking that somehow it will work. We NEED to put more thought and care into this, especially in light of the fact that a new parking ordinance has been passed by Council. It should be noted that on page 5 of the Staff Report on the Zoning Amendment, it is stated that additional parking in a structure is exempt from the standards and they could offer more (per Zoning Code Administrator). Now we find that the City Attorney has said NO. . .total parking per the formula CANNOT exceed the minimum plus 5%. So even if the developer wanted to add parking the City would not allow it. . . (See applicable parts of the Zoning Code below).

In checking with staff at The Grove, which is built under Commercial Zoning, they basically have one parking space for every bedroom/person and parking is basically free. Each resident pays \$350 a year to care for the grounds and that includes snow removal and parking. Guest parking is never a problem. Even City Staff has indicated that about 75% of the spaces there are used. According to the folks at the Grove most of their residents have cars and most of those folks drive their cars every day. A walkable community with high density makes some sense, but not in Flagstaff and not with students.

Even if we took 75% of 600 Hub residents that would be 450 spaces. What about guests? What about delivery people? What about handicapped spots? WHAT ABOUT THE WINTER PARKING ORDINANCE WHERE YOU CANNOT PARK ON CITY STREETS AT NIGHT; can we even count those 27 on street spaces.

It could be that this will turn out to NOT be a problem because students will be too smart to live at The Hub where you have a 19 page lease by a company that has nothing but bad reviews at its other locations and where you will pay a very high price for rent and a very high price for parking, if you are lucky enough to get one of the few spaces available.

Ask ANYONE . . . parking in and around downtown and the Southside is nearly impossible. Any day that NAU is in session you cannot find an on street parking spot from campus on up thru 3 or 4 blocks north of Route 66. In the 4 blocks from Milton to San Francisco on the east west streets there is not only NO parking available but with cars on both sides, two cars more often than not cannot drive down the street at the same time. The bus drivers admit that getting from Butler up Kendrick and Mike's Pike is at times very difficult. What happens when we add 600 people plus 300 or so cars that have not place to park???? IT'S A PROBLEM.

Flagstaff Zoning Code  
10-50.80.040

**B. Applicable to Transect Zones**

1. For transect zones, the number of required motor vehicle spaces for certain uses is regulated in Division 10-40.40 (Transect Zones). For those regulated uses, the requirements of Table A (Number of Motor Vehicle Parking Spaces Required) shall not apply

**C. General to All Zones**

**1. Maximum Number of Parking Spaces**

Developments over 10,000 square feet in floor area or containing 25 or more residential units shall not exceed the minimum number of parking spaces by more than five percent.

4

## TRAFFIC IMPACT ANALYSIS

A traffic impact analysis is a specialized study which assesses the effects that a particular development's traffic will have on the surrounding transportation network. A traffic impact study will vary in range and complexity depending on the type and size of the proposed development.

In the case of the HUB development "a Traffic Impact Analysis (TIA) was prepared **by the Developer** to demonstrate the anticipated traffic volumes generated from the proposed development. The City Traffic Engineer reviewed the site plan and TIA and subsequently accepted the results subject to the following conditions." (quotation from page 12 of the Staff Report 15-00164).

Those two conditions in short are a 4 way traffic lite at the corner of San Francisco and Franklin and upgraded pedestrian crossing at Humphreys and Butler. Although the stoplight is about 1/3 mile away "as the crow flies" and .6 miles away on surface streets with 2 left turns and 3 right turns this light is deemed necessary as it will be the entrance to NAU for all those student who are going to drive to school every day.

The City has graciously agreed to pay for one half of the cost of these improvements.

So, the professionals have determined that other than these two conditions there is NO other impact on traffic. Again, one does not have to be a rocket scientist to know that this is just flat out wrong!! No, we did not go to college to learn the meanings of words like:

**Capacity:** The maximum rate of flow at which persons or vehicles can be reasonably expected to traverse a point or uniform segment of a lane or roadway during a specified time period under prevailing roadway, traffic, and control conditions; usually expressed as vehicles per hour or persons per hour.

**Congested Corridor:** A corridor identified in local comprehensive or thoroughfare plans, or in MPO and MDOT plans, which meets criteria based on performance standards, such as a volume-to-capacity ratio.

**Diverted Linked Trips:** Trips from the traffic volume on roadways within the vicinity of the generator but which requires a diversion from that roadway to another roadway to gain access to the site.

**Level of Service:** A qualitative measure describing operational conditions within a traffic stream; generally described in terms of such factors as speed and travel time, delay, freedom to maneuver, traffic interruptions, comfort and convenience, and safety.

**Reserve Capacity:** The capacity of a lane at an unsignalized intersection minus the demand for that lane, where all terms are stated in equivalent passenger cars per hour.

**Average Stopped Delay:** The total time vehicles are stopped in an intersection approach or lane group during a specified time interval divided by the volume departing from the approach or lane group during the same time period, in seconds per vehicle.

AND THE LIST GOES ON AND ON AND ON. . .

Point being we drive the streets and they are ALREADY congested. It is impossible that 600 people, most with cars (although only 1/3 of them will have onsite parking???), increased pedestrian traffic, increased commercial delivery traffic (mostly they will park in the street because driveway design is not adequate) will NOT have a negative effect on traffic.

Driving these streets every day there are some real concerns about traffic. There are a large number of places in the Southside where it is nearly impossible to pull out into traffic because of guess what - parked cars!! You have to inch by inch pull out and then just "go for it". The traffic congestion that will be caused along Mike's Pike, Cottage, Benton, and further will make it very difficult for getting around.

Other considerations. . . With what will certainly be a FULL garage of people trying to get in and out ONE entrance/exit, it will be a nightmare.

What about a left hand turn lane to GET INTO the garage when coming up Mike's Pike? Did not see that talked about.

Is the throat length at the driveway sufficient to minimize conflicts with street traffic and within the site?

Can trucks and waste hauling vehicles easily access the site and circulate to and from loading areas?

Is the design sensitive to pedestrian needs?

**Parking and Traffic Impact go hand in hand and City Staff really needs to "slow down" and take a more careful look at things.**

## Brian Kulina

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**From:** Duffie Westheimer <dwestheimer@gmail.com>  
**Sent:** Friday, January 29, 2016 10:40 PM  
**To:** Brian Kulina  
**Subject:** pls add my name to the letter

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Greetings Mr. Kulina,

Please add my name to Marie Jones' 29 January 2016 letter about the Core Campus project proposed for the Phoenix Ave./Mike's Pike location.

Thank you,  
Duffie Westheimer  
720 W. Aspen Ave.  
Flagstaff, AZ 86001

## Brian Kulina

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**From:** Charlie Silver <cws720@gmail.com>  
**Sent:** Friday, January 29, 2016 11:31 PM  
**To:** Brian Kulina  
**Cc:** Mark Sawyers  
**Subject:** signatory to M. Jones letter re: Hub

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear Brian,

Please add my name to the letter dated 29 Jan 16 (incorrectly noted as 1-29-15) from Marie Jones to P&Z Commission re: Hub proposed development.

Thanks very much,

Charlie Silver  
720 Aspen Ave.  
Flagstaff, AZ 86001  
928-779-2782

## Brian Kulina

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**From:** Patrice Giordano <pgiordano9@gmail.com>  
**Sent:** Saturday, January 30, 2016 1:26 PM  
**To:** Brian Kulina

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Please add my name to the important letter you composed regarding the hub development.  
Thank you. Patrice Giordano.

--  
Patrice

## Brian Kulina

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**From:** mpreh@aol.com  
**Sent:** Sunday, January 31, 2016 10:29 AM  
**To:** Brian Kulina  
**Subject:** Marie Jones letter--signature

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear Mr. Kulina,

I have read and fully agree with Marie Jones eloquent letter of 1/29/16 regarding sound objections to The Hub development.

Please add my signature to her submission.

When your own colleague, Mr. Sawyers, made the statement that staff was "surprised" by the "intensity and density" of this proposal, that speaks volumes.

I still strongly urge staff, P&Z, and Council to curtail this "audacious" inappropriate development.

Thank you,

Rose Houk

824 W. Cherry Ave.

Flagstaff, AZ 86001

## Brian Kulina

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**From:** Juliana Bartlett <bartlettjuliana@gmail.com>  
**Sent:** Monday, February 01, 2016 1:42 PM  
**To:** Brian Kulina  
**Subject:** The Hub

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

A sense of place? " The intrinsic character of a place,or the meaning people give it,but more often,a mixture of both.... "A strong identity and character that is deeply felt by local inhabitants and by many visitors ...." A sense of place involves the human experience in a landscape...the local knowledge and folklore.....Our historic neighborhoods currently have this...As a community,We have worked very hard to nourish this... The hub project jeopardizes our history and our sense of place,what makes flagstaff unique and what's important to us as a community...

As was outlined to you at the last meeting...this project is not appropriate for this location ... I drove down Phoenix st. the other day on my way to Macy's ...snow was on both sides of the street, a bus was coming the other way...a bike rider was on my side, and there simply was no room for all of us to move forward without waiting for one another...I thought to myself... Where is the common sense with this project???? I observed the surroundings of this historic neighborhood and tried to visualize the impact of this building ....I felt heartbroken at the thought...

I urge you to review all the reasons that this project should not go forward in this location .I ask that the Planning and Zoning Commission deny Core Campus 's request To amend the Downtown Regulating Plan,and for a conditional Use Permit for the Hub.

Please listen to your community..

Best, Juliana Bartlett

BE KIND  
FOR EVERYONE YOU MEET IS FIGHTING A  
BATTLE YOU KNOW NOTHING ABOUT.

## Brian Kulina

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**From:** Jen Blue <oldcaves@yahoo.com>  
**Sent:** Tuesday, February 02, 2016 6:07 AM  
**To:** Brian Kulina  
**Cc:** Mark Sawyers  
**Attachments:** p&z ltr.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear Brian,

I would like to add my name to those who have signed on to the attached letter.

Thank you and best regards,  
Jen Blue

## Brian Kulina

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**From:** Diana Thorson <thorsond@commspeed.net>  
**Sent:** Tuesday, February 02, 2016 6:35 PM  
**To:** Brian Kulina  
**Subject:** The Hub Meeting Feb 4  
**Attachments:** Flagstaff Business News on THE HUB.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Mr. Richard Thorson  
4521 E. Flintwood Ln.  
Flagstaff, AZ 86004  
February 4, 2016  
Mr. Brian Kulina, AICP  
Planning Development Manager  
Planning & Development Services  
211 West Aspen Ave.  
Flagstaff, AZ 86001

RE: Attached Article: "Tourism Officials Mark Record Year"

Dear Mr. Kulina,

Tourism is one of our largest businesses in Flagstaff and tourists most certainly do not want to interact with college students. In my business, I deal with tourists from all over the world. They come for the Grand Canyon and Flagstaff as a destination, not student interaction.

The Hub will interfere with our tourist's ability to enjoy downtown as it is now by destroying its current ambience with a building at its center that has **no design appeal** let alone a connection to our historic heritage. Additionally, the tremendous congestion will not only take away tourist access to downtown, but prevent our own residents from all over the city to access the venues and businesses in the downtown area. Perhaps this is the reason, you have had little or no input from others living on the east side of town; since the late 80's it has been a challenge to navigate the area in a car and find parking. Little has been done by the city to alleviate the problem, and is doing the opposite by adding to the congestion by the approval of hotels. The situation has literally driven a large part of the city's population away, feeling lucky to have made it through the congestion challenges just to get to the desired businesses on "the other side" of town, avoiding downtown.

It is time to take a stand, preventing projects such as this to be built at this, or any downtown location. It is not good for Flagstaff as a tourist destination and will destroy our small town feeling. The rezoning will allow great financial benefit to the developer, reaping no rewards (financial or otherwise) for tourists and the residents. As per the article, The Convention & Visitor's Bureau is doing a great job of marketing our once quaint town. Let's make sure it is as they say it is—not a part of the college campus, as is Mill St. in Tempe.

Sincerely,

Richard Thorson  
928.853-9168

## Brian Kulina

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**From:** Carol Hagen <cbhagen777@gmail.com>  
**Sent:** Wednesday, February 03, 2016 12:11 PM  
**To:** Brian Kulina  
**Subject:** The Hub

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear Mr. Kulina

I am a business owner located at 209 Benton Ave. I wholeheartedly agree with Marie Jones and all comments made in her most recent letter. I look forward to our city planners making the right decisions concerning the Hub. I commend you all on your ability to revisit prior assumptions as all successful business owners, entrepreneurs, parents, administrators and even city officials must regularly do as new information indicates the need.

Sincerely

Carol Hagen  
928 699-2459

## Brian Kulina

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**From:** Rick Moore <moore.rick@yahoo.com>  
**Sent:** Wednesday, February 03, 2016 12:37 PM  
**To:** Brian Kulina  
**Subject:** Re: Allowed Building Types Question  
**Attachments:** Marie Jones Letter.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Brian-

I see the inconsistency. I hope it's cleared up by removing commercial block from T4 zones. Thanks for the clarification. By the way, while I know it's late to do this, could you please sign me on to the attached letter? I'd appreciate it.

Rick

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**From:** Brian Kulina  
**To:** 'Rick Moore'  
**Cc:** Mark Sawyers  
**Sent:** Wednesday, February 3, 2016 10:19 AM  
**Subject:** RE: Allowed Building Types Question

Hi Rick,

There are some inconsistencies in the Code with respect to Table 10-50.110.030.A and the Subsections C of the specific transect zones. This is going to be remedied in the proposed Zoning Code amendments. In the meantime, staff's position has been to promote flexibility with the transect zones thus leading to the utilization of the table when determining appropriate building types. Correct. If the building type identified in Section 10-50.110.030 places additional limitations on the use or form of the building, a courtyard apartment must have 4-24 units or the width of a stacked duplex cannot exceed 36', respectively, they would be applied in the review and application of proposed transect development.

**Brian J Kulina, AICP**

Planning Development Manager  
P: (928) 213-2613 | F: (928) 213-2089

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**From:** Rick Moore [mailto:moore.rick@yahoo.com]  
**Sent:** Wednesday, February 03, 2016 10:09 AM  
**To:** Brian Kulina  
**Cc:** Mark Sawyers  
**Subject:** Re: Allowed Building Types Question

Hi Brian-

Thanks for the prompt response.

I don't see where commercial block is an allowed building type in table C under T4N.1 or 2. Could you please send me where that is shown?

Just for future clarity, I understand that the transect zones are form based, but there are also limitations listed for building types. For instance, an apartment courtyard building type must have no fewer than 4 units or more than 24 (Table C, 50.110-25), correct?

Rick

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**From:** Brian Kulina <[BKulina@flagstaffaz.gov](mailto:BKulina@flagstaffaz.gov)>  
**To:** "moore.rick@yahoo.com" <[moore.rick@yahoo.com](mailto:moore.rick@yahoo.com)>  
**Cc:** Mark Sawyers <[msawyers@flagstaffaz.gov](mailto:msawyers@flagstaffaz.gov)>  
**Sent:** Wednesday, February 3, 2016 8:39 AM  
**Subject:** RE: Allowed Building Types Question  
Rick-

Specific building types are addressed in Section 10-50.110 of the Zoning Code. Table 10-50.110.030.A of the Zoning Code, a copy of which is attached, identifies that appropriate building types for specific transect zones. The proposed development is utilizing the Commercial Block building type, which, in accordance with the table, is appropriate in the T4, T5, and T6 transect zones. Further, they building type descriptions or names do not limit the uses that can be found/established within that building type (i.e. commercial uses could occupy a Single-Family Cottage and residential uses could occupy a Commercial Block). The building types are used to ensure that the proper form is achieved in each transect zone.

**Brian J Kulina, AICP**

Planning Development Manager  
P: (928) 213-2613 | F: (928) 213-2089

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**From:** Mark Sawyers  
**Sent:** Wednesday, February 03, 2016 8:27 AM  
**To:** Brian Kulina  
**Subject:** FW: Allowed Building Types Question  
Brian could you please provide a response for Rick.  
Thanks  
Mark

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**From:** Rick Moore [<mailto:moore.rick@yahoo.com>]  
**Sent:** Tuesday, February 02, 2016 8:01 PM  
**To:** Mark Sawyers  
**Subject:** Allowed Building Types Question  
Hi Mark-

Page six of the staff report on the Hub refers to “specific building type standards, but there is no reference to the “Specific to Building Type” section of the code that has the descriptions and regulations for allowed buildings.

However, looking at the 10-40.40.070 & .080 C. (T4N1 and T4N.2 Standards) I see that allowed building types are listed and a footnote says to look at 10-50.110 (Specific to Building Types) for “building type descriptions and regulations.”

Among the choices for allowed building types for T4N1 and T4N.2 it seems to me that “Apartment House” is most similar the Hub, but when I look at 10-50.110 it appears to me that the Hub does not come close to the description of an “Apartment House” or the meet the number of units allowed.

I did the same thing for T5 Main Street, except that the allowed building type that seemed most similar to the Hub is the “Courtyard Apartment,” but again it doesn’t match the proposed Hub.

I’ve attached the relevant pages and highlighted the applicable text.

Could you send me a brief explanation of which “allowed building type” planning staff believes that the Hub fits or why the allowed building type criteria are not applicable?

One side note: I was somewhat involved in the process when Transect Zoning was developed. I supported it based on the allowed building types and photos provided as examples, all of which would be acceptable at the Hub location. I’m puzzled how the descriptions, photos and regulations I supported are allowing the Hub to move forward.

Thanks,  
Rick



February 3, 2016

Mr. David Carpenter, Chairperson  
Members, Planning and Zoning Commission  
c/o Mr. Dan Folke, Planning Director  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001

**Re: The Hub; PZ-15-00164, Zoning Amendment and Conditional Use Permit.**

Dear Mr. Carpenter and Members of the Commission,

Our Firm represents Southside Historic Properties, Inc., the owner of several properties in the historic Flagstaff Southside neighborhood that are within blocks of the site for the proposed zoning amendment and conditional use permits referenced above. I thoroughly reviewed The Hub proposal by Core Campus L.L.C. I also studied the building mass exhibits prepared by Myefski Architects dated January 22, 2016.

In summary, the building bulk and mass of The Hub are far out of scale with the surrounding neighborhood. The plan is sorely under-parked. The lack of parking will burden the Southside neighborhood, Plaza Vieja, and the Downtown Historic District. The Commission and the Council must anticipate that there surely will be more people residing in, or staying at, The Hub than just one solitary adult per bedroom; meaning that the Traffic Impact Analysis (TIA) for The Hub (a “by-the-bed” rate) undercounts the actual way the project will be used by its tenants and their guests and the commercial businesses. We should not accept a final condition where traffic levels of service are “F’s and G’s”.

Adoption of an owner’s Management Plan (i.e., rules and regulations) is no solution. The Plan will only address on-site tenant behaviors. It will not control all the off-site symptoms of a student housing dormitory (pressurized traffic congestion; pressurized off-site parking) and the disruptions to the existing fabric of the Southside neighborhood. Any lot combination that would allow this project to proceed should be administratively delayed until the bulk and mass of the buildings, the parking overflow, and the traffic impacts are properly studied so they can be properly mitigated. Let me explain.

## **An Improper Characterization of the Land Use.**

The Hub is described as “a 99 dwelling unit/acre mixed-use multi-family style student housing building consisting of 236 dwelling units (664 beds)...”.<sup>1</sup> This is a mash-up of words. It is inappropriate to use the term “dwelling” to describe any aspect of this use. “Dwelling” is a defined term in the Zoning Code<sup>2</sup> which intentionally excludes guest rooms in a boarding house.

The Hub’s Management Plan points to a lease restriction of “only one resident per bedroom”<sup>3</sup>. That use conforms to the definition of “Rooming and Boarding Facility”.<sup>4</sup> The Hub is a boarding facility.

The architecture may be ‘multi-family’ in appearance, but there is no reason to refer to The Hub as 236 dwelling units. As per the Zoning Code ‘The Hub’ is a 664 bed boarding facility “...without group cooking facilities,...rented to individuals under separate rental agreements or leases...(and) includes dormitories”.<sup>5</sup> So please don’t think of The Hub as multi-family dwellings. It is 664 individual units rented separately under separate rental agreements.

## **Traffic and Parking Counts**

The proper characterization as a boarding facility directly relates to the Traffic Impact Analysis (TIA) and to the Parking impacts. If these were dwellings (236) in a multi-family setting, the trips they generate would incorporate the fact that families frequently make purposeful trips together. 236 families would make fewer trips than 665 solitary individuals. Although trip generation rates were taken “from a study performed by the City in 2015 of existing housing developments *similar to the proposed development*,”<sup>6</sup> there is only one other potential boarding facility to compare.<sup>7</sup> It would be mixing of apples and oranges to assume for TIA purposes that The Hub will function like an apartment complex. It is a dorm. Presumably, The Hub wanted to study traffic based upon the number of required parking spaces.<sup>8</sup> But parking at The Hub is *only equal to 31% of the total number of proposed beds*.<sup>9</sup> Counting on-site parking to measure off-site traffic impacts is backwards, especially on a property, that is under-parked by 300% for the residential use.<sup>10</sup> The Hub also includes 14,000 square feet of commercial. When the commercial is included, the parking shortage becomes even more drastic.

Staff apparently required a calculation based upon the total number of beds (665),<sup>11</sup> thinking this was “a more conservative approach”. Staff found no noticeable difference in impacts between the high and low scenarios. There are several problems with this method.

- I. TIA’s are modeled around AM and PM peak hour trips. Realize that the background condition of Milton at The Hub is already at a traffic Level of Service “G” (very congested; i.e., beyond grade F).<sup>12</sup>

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<sup>1</sup> Staff Report, Zoning Map Amendment, at p. 1.

<sup>2</sup> Zoning Code, §10-80.20.040 Definitions “D”.

<sup>3</sup> Staff Report, Conditional Use Permit, at p. 4.

<sup>4</sup> Zoning Code, §10-80.20.180, Definitions, “R”.

<sup>5</sup> Definitions, “Rooming and Boarding Facility”; Id.

<sup>6</sup> Staff Report, Zoning Amendment, at p. 12.

<sup>7</sup> The Grove.

<sup>8</sup> Staff Report, Id, at p. 12.

<sup>9</sup> Staff Report, Id., at p. 5.

<sup>10</sup> 665 units is more than 3 times the number of parking spaces, or 300% greater than the parking provided.

<sup>11</sup> Staff Report, Id., at p. 12.

The intersection of Milton and Phoenix is an LOS “F”.<sup>13</sup> And the neighborhood street intersections are at LOS “D”.<sup>14</sup>

2. Add to this condition 2,484 daily Hub vehicle trips.<sup>15</sup> And to count them primarily on the single-lane streets in Southside where on-street parking is also allowed; where parking is usually fully occupied; with 298 trips at the peak PM rush hour alone;<sup>16</sup> and where the speed limit is not greater than 25 mph and the on-street parking generates “friction” slowing traffic down.
3. A coming Residential Parking District considered by Council will reduce the already limited supply of on street parking and restrict usage by designating some spaces for residents and other spaces by limiting the time a space can be occupied.
4. Predictably, the drivers (whether guests, residents or commercial customers) who cannot find a space at The Hub will drive in circles looking for a space and exacerbate traffic congestion.
5. *With all that in mind, it is hard to conceive that there could be “no noticeable difference” in impacts at the peak hour, There will most certainly be more cars, moving more slowly, fishing for fewer on-street parking opportunities, within a range of blocks from The Hub, all stopping and queueing at the cross-streets. And all of that makes for negative impacts on both the existing and future parking pool, and the future traffic flow imposed upon the existing background traffic.*
6. 665 bedrooms is not the proper measure of human occupancy, just as it is not a measure of the number of cars or traffic trips or parking demand. That cap does not account for guests, invitees, or double occupancy.
7. The TIA study simply under-counts traffic. It de-emphasizes any mitigation by concluding that there is “availability of capacity” even at traffic level of service LOS “D”.<sup>17</sup> That while Phoenix Avenue at Milton is LOS “F” the situation is a pre-existing condition requiring no mitigation.<sup>18</sup> And there is no discussion of mitigation on the already very congested Milton – a “G”..

Most citizens would find these conclusions unacceptable. A TIA do-over is warranted. Or in the least the Commission and Council should pause and require mitigation from a developer whose traffic leaves the community in a condition of failure.

### *Double Occupancy*

To address this issue for a moment, there is no reasonable or lawful way to think of The Hub as a berth for singles and that the singles will never cohabit, even for a while. Under the Fair Housing Act, The Hub owners must provide accommodations for persons (male or female) with children and for women who present as pregnant.<sup>19</sup> It is reasonable for the City and The Hub to fully expect more human occupancy than the mere number of rooms on site.

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<sup>12</sup> FMPO Regional Transportation Model, September 14 & 15, 2015, at p. 32.

<sup>13</sup> The Hub TIA, 4<sup>th</sup> Submittal, November 2015, Executive Summary, at p.3.

<sup>14</sup> Id., at p. 5.

<sup>15</sup> Id., at p.4.

<sup>16</sup> Id., at p.4.

<sup>17</sup> Id., at p.5.

<sup>18</sup> Id., at p.

<sup>19</sup> The Fair Housing Act provides protection against discrimination for certain protected classes. 42 U.S.C. § 3601 – 3631 (the “FHA”); 24 C.F.R. § 100.1 – 125.501. The FHA prohibits discrimination in housing based on race, color, religion, sex, familial status and national origin. 42 U.S.C. 3604. Familial status is defined as having children under the age of 18 or being pregnant. 42 U.S.C. 3602(k). Notably, marital status is not a protected class.

Conversely, the City cannot – as a condition in a CUP, a Development Agreement, or a Management Plan – limit occupancy to one resident per room.<sup>20</sup> Enforcement of such a cap would violate the Fair Housing Act for the same reasons that The Hub can't refuse to rent to persons who are protected by the Act. It stands to reason that the population at The Hub at any given moment will exceed the number of boarding rooms.<sup>21</sup> It follows that the additional occupancy must be factored into both the Traffic and the Parking counts. The impact on the Southside neighborhood businesses, residents and traffic is likely to far exceed the understated estimates of both the occupants of, and the traffic generated by, the Hub.

Even though the current management seems committed to limiting occupancy, the future assignment of ownership and ownership transfers, foreclosures, legal changes and other planned and unplanned events can and do shift management personnel and plans in unanticipated ways. It is easy to imagine a new management that will decide to increase revenue by encouraging or tacitly acquiescing to two or more occupants per room. Since the City would not be in a position to enforce the lower residency counts (due to FHA requirements) the project changes and the redeveloped neighborhood could lose its attractiveness due to the resulting excessive congestion.

### *Traffic Maneuvers*

The site plan traffic circulation shows the in-and-out maneuvers occurring on City surface streets, with no ingress-egress on Milton. That is an important omission. First there is a demand for access to the site from Milton. Yet northbound drivers on Milton will either turn right on Mike's Pike (awkwardly) at the five-points intersection, or they will proceed north past the project and turn right on Phoenix then right again on Mike's Pike. That is a considerable traffic burden (traffic counts, circulation, turning, pedestrian and bicycle interference) to be applied to the neighborhood streets when the demand is generated largely from Milton. It is logical to have the site re-designed to accept at least a right-in and deceleration lane on northbound Milton. That amendment may mitigate the extreme neighborhood traffic impacts that will occur if there is no vehicular access to Milton.

### **The Commission And Council Should Require a TIA do-over.**

The conclusion is that the TIA must be re-done with more accurate starting assumptions that fully account for actual physical use of the operation with traffic access from Milton.

### **The Commission And Council Should Require More On-Site Parking**

If the City accepts the comparison of other apartment complexes to The Hub for purposes of measuring traffic impacts, then it should also compare other apartment complexes to The Hub for purposes of parking. It would be arbitrary to use apartments to measure traffic impacts but not to measure how those cars park when they get there. Under Flagstaff's traditional zoning categories, a multi-family dwelling must carry 1.5 spaces per two or three bedroom unit, and an additional 0.25 spaces for guest parking.<sup>22</sup> Even assuming The Hub's 236 dwelling unit comparison for the sake of an example, The

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<sup>20</sup> Staff Report, CUP, Management Plan reference at p. 4.

<sup>21</sup> There is a vacancy rate to consider, but upon information and belief, vacancy rates are not a subtraction from TIA or parking assumptions.

<sup>22</sup> Zoning Code, Table 10-50.80.040(A).

Hub would be required to provide 354 spaces for residents and 59 spaces for guests, a total of 413 spaces. That is 209 spaces *fewer* than The Hub intends to provide *if The Hub were a multi-family apartment complex*. Under traditional zoning a boarding facility must provide 1 parking space per bedroom. That totals 665 spaces, or 461 spaces *fewer* than The Hub intends to provide. That parking requirement 461 *does not* yet address dual occupancy, guest parking or the parking required for the 14,000 square feet of commercial space.

What that all equates to is the need for *the community* to deliver to The Hub the 461 (+commercial) parking spaces that The Hub is not providing for its tenants but that will be demanded by the users and the use. It does not matter that The Hub can point to the T5 parking standard and say that no more can be demanded of them. The site provides a maximum of only 31% of the parking that is needed, and worse if you include double occupancy and guests and commercial. The problem remains. Whose responsibility is it to solve the off-site impacts that the use will certainly generate? The value and potential effectiveness of the comprehensive Downtown Parking Plan currently moving toward implementation by the City would be consumed entirely by this one project. Until there is a parking remedy, a use like The Hub is likely to become a public nuisance that generates a parking crisis until the situation is abated by a parking remedy.

The Zoning Ordinance provides:

“If a property owner is unable to provide the required parking on-site, the owner may at the discretion of the Director satisfy the parking requirements by one or more alternatives”,<sup>23</sup> and the alternatives are applicable to all zones, transect or not. The alternatives can be shared parking agreements with other owners, and can include an in-lieu fee if a parking management district is formed. Although the Parking Management District encompassing the Southside has already been discussed, it would be nearly impossible to also accommodate the needs of The Hub without substantial revision.

### **The Building Bulk and Mass is Off-Scale With The Neighborhood.**

The Staff Report accurately notes that the neighborhood surrounding The Hub is single story structures, while The Hub proposes 5-stories along Mike’s Pike.<sup>24</sup> Staff then notes that “the proposed bulk and mass of the building adjacent to Mike’s Pike is not fully compatible with the existing neighborhood”. Indeed, it is not compatible at all with this historic area.

“The purpose of Conditional Use Permits is to provide a process for reviewing uses and activities that are permitted in an applicable zone, but that require more discretionary review and the possible imposition of conditions to mitigate the effects of a proposed use”.<sup>25</sup> There is a specific finding for granting a CUP that requires that the characteristics of the use as proposed, and as may be conditioned, are reasonably compatible with the type of uses permitted in the surrounding area.<sup>26</sup> The Commission shall only issue a CUP when it finds that the applicant has considered and adequately addressed a variety of factors “to ensure that the proposed use is compatible with the surrounding area”, including –

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<sup>23</sup> Zoning Code, §10-50.80.070.

<sup>24</sup> Staff Report, CUP, at p. 4.

<sup>25</sup> Zoning Code, §10-20.40.050(A).

<sup>26</sup> Zoning Code, §10-20.40.050(E)(3).

in addition to traffic – proposed style and siting of structures *and the relationship to the surrounding neighborhood*.<sup>27</sup>

In its recommendation, Staff has put little weight or reliance upon what exists as the character of Southside, and little effort into comparing The Hub to its sense of place in its surroundings. Instead, Staff puts emphasis upon *what the future could be* on the Southside according to what is theoretically permit-able there under Transect zoning: a sky-line of structures between Milton and Beaver of 5-stories to 4-stories to 3 ½ stories, and back to 5-stories.<sup>28</sup>

That is not the intent nor the proper application of the findings. That approach does not adequately incorporate the Southside 2005 Plan that calls for 2-stories/30 feet building height adjacent to Mike’s Pike, for example.<sup>29</sup> And it does not acknowledge the authority that the Planning and Zoning Commission has to set conditions of approval. To the contrary, the Commission may attach conditions of approval as are necessary to carry out the purposes of the Regional Plan and other plans. Conditions may include “*limitations on size, bulk and location*”.<sup>30</sup> The conditions, among other things, “shall restrict and limit the construction, location, use and maintenance of all land and structures within the development”.<sup>31</sup>

The conclusion that Southside will be a sky-line of buildings between 3 and 5-stories in height requires a leap in wishful Regional Planning. The Southside 2005 Plan calls for less. A re-calibration (without prohibiting the use) is the method for right-sizing the project to the Plans. Limiting the size and bulk is a way of adjusting the mass of a massive structure to fit the reasonable expectations of Southside development and redevelopment.<sup>32</sup>

### **Honoring the Intention of Flagstaff’s Zoning Code**

Though Flagstaff’s Zoning Code includes hundreds of numbers and formulae, the recent revision was intended to honor the unique character of the city. The concept of a Place Based Approach to Zoning (Heading of Par 10.00) is the first of dozens of references in the Code to maintaining and enhancing the special place that Flagstaff has become. Though it’s important to do the calculations and analyses of size, units and traffic, it is perhaps most important to honor the intention of the language that describes how Flagstaff intends to develop and build on its identity and values.

The first two City-Guiding Principles in the introduction to Using the Flagstaff Transect (PP 10-00.090) are “1. Preserve and enhance community character; 2. Encourage appropriately scaled infill and development.” Sadly, The Hub’s plan violates both the commitment to sustaining community character. It will rise over the neighborhood like an inappropriately located behemoth. However attractively the architect and developer may dress The Hub, it is entirely out of character with the historic Southside neighborhood.

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<sup>27</sup> Id.

<sup>28</sup> Id.

<sup>29</sup> Staff Report, Zoning Amendment, at p. 6

<sup>30</sup> Zoning Code, §10-20.40.050(F).

<sup>31</sup> Id., at subsection (G).

<sup>32</sup> The proposed T5 square footage (218,128 gsf) is the size of a typical big box Super Walmart.

The intention of the T-4 zone, currently located along Mikes Pike, would also be violated by a project of this size and density. The description of the T-4 zone (Para 10-40.40.090) calls for the neighborhood “to evolve with the integration of small building footprints and medium density building types. Appropriate dwelling units might include bungalow courts, duplexes, and apartment houses, which are typically smaller than those found in other zones.” Granting the re-zoning requested by The Hub clearly violates the intent of this zoning.

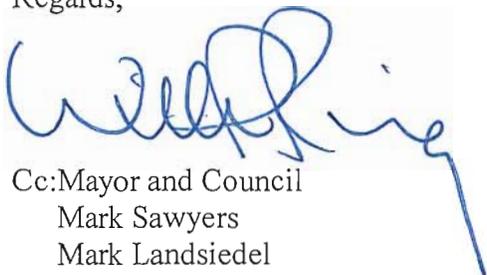
### **Slow Down this Precedent-Setting Decision**

There is considerable work to be performed by the Developer and significantly more reflection and analysis to be done by City Staff, the Commission, and Council before this case is ready for conclusion. As mentioned, the TIA needs a do-over with better, more accurate set of assumptions relating to project capacity, project use and the results: that is, how the project leaves us with traffic’s final condition. Parking needs are drastically undercounted and, if Staff is justifying approval based upon a sky-line of Southside structures, then any such zoning approvals should be preceded by solid implementation of a Parking Management District. Occupancy of the structure cannot be limited by a Development Agreement or Management Plan that violates the Fair Housing Act. A realistic Management Plan must acknowledge higher occupancy numbers and off-site impacts.

Our client encourages you to slow down the process and deny all of the seven (7) separate lot combinations until the project is right-sized both in terms of its bulk and mass as well as its impacts to a historic and cultural Southside Neighborhood. The first major project in the Southside area will set a precedent for future projects, so the adage “measure twice, cut once” should guide every consideration of this project.

There is a conceptual level of development that is approvable at the site – creating higher density, encouraging walkability, and providing homes and services that are congruent with this historic Southside neighborhood and its future. However, it is not a project of this magnitude and scale, at least not without considerable additional planning and the imposition of significant traffic and parking mitigation.

Regards,



Cc:Mayor and Council  
Mark Sawyers  
Mark Landsiedel  
Rick Barrett  
Reid Miller