



CITY OF SURPRISE
Regular City Council Meeting Agenda
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, January 16, 2018 @ 6:00 PM
COUNCIL CHAMBER

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- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS
- E. City Manager Report:
- F. City Attorney Report:
- G. City Clerk Report:

District Internal [City Clerk Aguilar will give an update on upcoming elections.](#)

None
Sherry Ann
Aguilar, City
Clerk

- H. Call To The Public:

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins.

[Download the Call to the Public form](#) (PDF download requires [Adobe Acrobat Reader](#))

[Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

The Call to the Public form is also available at the front counter.

Note: A.R.S. 38-431.01(H)- During this time members of the public may address City Council only on issues within the jurisdiction of the City Council which are not an item on the agenda. At the conclusion of the open call, City Council may respond to criticism, may ask staff to review the matter or may ask that the matter be put on a future agenda. No discussion or action shall take place on any item raised.

Approval of items on the Consent Agenda – all items with an asterisk (*) are considered to be routine matters and will be enacted by one motion and one roll call vote to the City Council. There will be no separate discussion on these items unless a Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

- I. Regular City Council Meeting Agenda:

Consent Agenda:

- 1. District 3 [Consideration and action pertaining to conditional acceptance and maintenance of the streets and public utility improvements for the](#)

None
Karl Zook,

		<u>Zanjero Trails Offsite Improvements, generally located at Desert Cove Road, Perryville Road, and Peoria Avenue; Resolution # 2018-04.</u>	Public Works Department
2.	District 4	<u>Consideration and action pertaining to approval of the Final Plat entitled, "Re-plat of Lot 6b of Bell and Dysart Commerce Center" dated December 7, 2017, to allow for a new Vehicle Service – Major Repair facility for Champs Family Automotive generally located north of Bell Road and east of Dysart Road.</u>	Approve Sergio Angulo - Community Development
3.	District 5	<u>Consideration and action pertaining to approval of the Final Plat entitled, "Condominium Plat for Offices at 'Surprise Professional Center' " dated November 14, 2017, a property generally located on the southeastern corner of Bell and Reems Roads within the Orchards Planned Area Development (PAD).</u>	None Hobart Wingard - Community Development
4.	District 6	<u>Consideration and action pertaining to approval of the Replat entitled, "Skyway Commons Phase I" dated October 4, 2017, a property generally located on the southwestern corner of Dysart and Rioglass Solar Roads.</u>	None Hobart Wingard - Community Development
5.	District 3	<u>Consideration and action pertaining to the conditional acceptance and maintenance of the streets and public utility improvements at Zanjero Trails Parcel 13A Offsites; Resolution # 2018-05.</u>	None Karl Zook, Public Works Department
6.	District 3	<u>Consideration and action pertaining to conditional acceptance and maintenance of the streets and public utility improvements at Zanjero Trails Parcel 12A, generally located at W. Desert Mirage Drive and N. 189th Avenue; Resolution # 2018-06</u>	None Karl Zook, Public Works Department
7.	District 3	<u>Consideration and action pertaining to creation of a lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the SU-Highland Prep Street Lighting Improvement District; Resolution #2018-03</u>	None Karl Zook, Public Works Department
8.	District 3	<u>Consideration and action for the maintenance of the streets and public utility improvements at Acoma Court, located at W. Acoma Drive and N. 158th Drive. Resolution # 2018-07.</u>	None Karl Zook, Public Works Department
9.	District Citywide	<u>Consideration and action pertaining to approval of an amendment to the Fiscal Year 2018 Capital and Operating list of items over \$50,000 for signage; Resolution #2018-02.</u>	None Donna Miller, Community and Recreation Services Director
10.	District Internal	<u>Consideration and action pertaining to a FY2018 budget</u>	None

- | | | |
|-----------------------|--|--|
| | <u>amendment by reallocating appropriations of \$5,000 from contingency to overtime within the grants fund to cover the overtime expenses for one Surprise police officer to participate in the U.S. Marshals Service Joint Law Enforcement Operations (JLEO) Task Force activities; Resolution # 2018-08.</u> | Philip Johnson, Commander |
| 11. District 5 | <u>Consideration and action to approve a request by Jeffrey Craig Miller for an Agent Change for Brookside II with existing license (06070137) located at 15170 W. Bell Road, Suite 115, Surprise, AZ 85374.</u> | None
Sherry Ann Aguilar, City Clerk |
| 12. District Citywide | <u>Consideration and action on the meeting minutes of December 19, 2017 Regular Work Session and Regular City Council Meeting.</u> | None
Sherry Ann Aguilar |
| 13. District Citywide | <u>Consideration and action pertaining to approval of an Intergovernmental Agreement with the City of Phoenix to provide for participation in the Arizona Internet Crimes Against Children (ICAC) Task Force; Resolution # 2018-09.</u> | Approve
Philip Johnson, Commander |
| 14. District 6 | <u>Consideration and action pertaining to approval of the Final Plat entitled, "CCV Surprise" dated November 6, 2017, a property generally located southwestern corner of Bullard Avenue and Cholla Street within the Rancho Gabriella PAD.</u> | None
Hobart Wingard - Community Development |
| 15. District 3 | <u>Consideration and action pertaining to approval a Final Plat entitled, "Highland Prep" dated November 14, 2017, located on the northwest corner of Reems Road and Hearn Road.</u> | None
Robert Kuhfuss - Community Development |
| 16. District Citywide | <u>Consideration and action pertaining to approval of a fiscal year 2017 budget amendment to increase appropriations accounting for a change in the way pension expenses were recorded for fiscal year 2017 budget; Resolution # 2018-12.</u> | None
Lindsey Duncan, Finance Director |
| 17. District Citywide | <u>Consideration and action pertaining to an inter-fund asset transfer for FY2017; Resolution # 2018-13.</u> | None
Lindsey Duncan, Finance Director |

Regular Agenda Item - Public Hearing:

- | | | |
|-----------------------|---|---|
| 18. District Citywide | <u>Consideration and action amending the Surprise Municipal Code chapter 122, Section 112 regarding Wireless Facilities; Ordinance # 2018-01.</u> | No Action
Hobart Wingard - Community Development |
|-----------------------|---|---|

Regular Agenda Item - Non-Public Hearing:

- | | | |
|-----------------------|--|----------------------------------|
| 19. District Internal | <u>Consideration and action to select a Vice Mayor for 2018.</u> | None
Sherry Ann Aguilar, City |
|-----------------------|--|----------------------------------|

		Clerk
20.	District 1 <u>Presentation and discussion pertaining to the FY2018 Financial Status Report through October 2017.</u>	None Lindsey Duncan, Finance Director
21.	District Citywide <u>Consideration and action pertaining to City Council's support of legislation to allow for the expansion and consolidation of street lighting districts and expanding the authority of Arizona cities to acquire, construct, and maintain street lighting facilities; Resolution #2018-11.</u>	Approve Lindsey Duncan, Finance Director
22.	District Internal <u>Consideration and action pertaining to approval of proposed amendments to the City Council Policies and Procedures Manual.</u>	None Vice Mayor Tande
23.	District Internal <u>Consideration and action pertaining to approval of proposed amendments to Surprise Municipal Code, Chapter 2, Article II, Section 2-22 (c) District Vacancy, and Article VIII, Sections 2-293, 295, and 296 pertaining to Boards and Commissions; Ordinance # 2017-21.</u>	None Vice Mayor Tande

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

24.	District Internal <u>Consideration and action to enter into Executive Session to discuss and consider mid-year personnel evaluations and goal progress for the City Manager, City Clerk, and City Attorney pursuant to A.R.S. 38-431.03 (A)(1).</u>	None City Attorney Wingo
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For information Purposes; Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, but for only the following purposes:

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).

- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

Confidentiality Requirements Pursuant to A.R.S. §38-431.03(C)(D): Any person receiving executive session information pursuant to A.R.S. §38-431.02 shall not disclose that information except to the Attorney General or County Attorney by agreement of the City Council, or as otherwise ordered by a court of competent jurisdiction.

The council may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED:

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	January 16, 2018	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	3
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to conditional acceptance and maintenance of the streets and public utility improvements for the Zanjero Trails Offsite Improvements, generally located at Desert Cove Road, Perryville Road, and Peoria Avenue; Resolution # 2018-04.

Motion:

I move to approve Resolution # 2018-04.

Background:

The Public Works Department conducted the final inspection of the public improvements for the Zanjero Trails Offsite Improvements on or about October 6, 2017 totaling 30,318 SY (approximately 1.5 lane miles) of roadway, approximately 2,760 LF of sewer lines, and approximately 430 LF of storm drain and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain and wastewater lines. Domestic water lines are located within the Epcor water jurisdiction.

Objective Analysis:

The improvements for this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within Epcor Water jurisdiction.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets, sewer, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,731,748.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF, Wastewater Operations, and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2018-04](#)
 - ☐ [Notice of Completion Letter](#)
 - ☐ [Inspector Sign Off](#)
-

RESOLUTION # 2018-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE OFFSITE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT ZANJERO TRAILS, GENERALLY LOCATED AT DESERT COVE ROAD, PERRYVILLE ROAD, AND PEORIA AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a map of dedication entitled "Zanjero Trails Phase 2 South" on, February 16, 2015;

WHEREAS, JEN Arizona 7 LLC & JEN Arizona 11 LLC, the developer of Zanjero Trails offsite improvements, dedicated to the City the street and public utility improvements, generally located at Desert Cove Road, Perryville Road, and Peoria Avenue;

WHEREAS, the City of Surprise Public Works Department Engineering Division conditionally accepted the improvements describes in this resolution on October 6, 2017;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements upon final acceptance of the improvements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and public utility improvements.

APPROVED AND ADOPTED this _____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

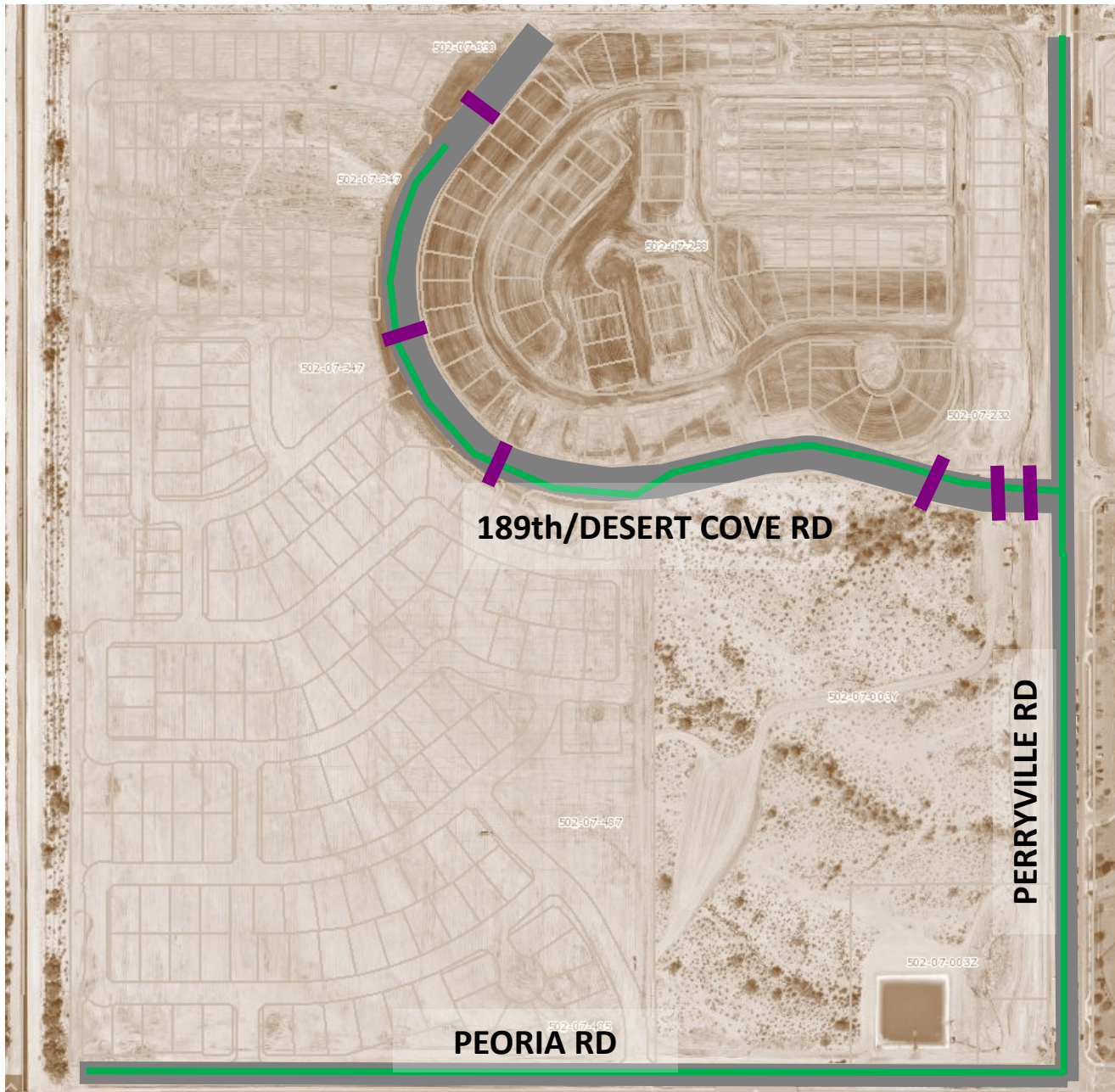
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

ZANJERO TRAILS OFFSITE IMPROVEMENTS



INFRASTRUCTURE TO

BE ACCEPTED:

- SEWER
- STORM DRAIN
- ROADWAY

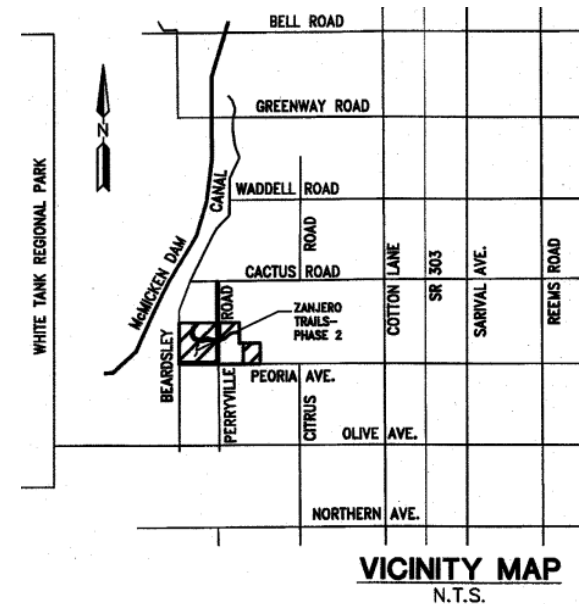


EXHIBIT B

List and Cost of Improvements

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 12/12/17
Re: Zanjero Trails Phase II Parcel 12A-12C Off-site Improvements and City Acceptance

The public improvements for the above project have been completed and are on the January 16, 2018 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting.

- City Paving - \$943,962.11
- City Concrete - \$449,491.36
- City Storm Drain - \$65,887.97
- City Sewer - \$272,406.73



Public Works Department
Engineering Development Services
16000 North Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6141
Fax 623-222-6006

December 12, 2017

Hilgart Wilson LLC
2141 E. Highland Ave 250
Phoenix, AZ 85016

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR
ZANJERO TRAILS PHASE 2 12A-12C OFF-SITES – FS12-345**

The City of Surprise Public Works Department has completed the inspection of the street and public utility improvements for the above referenced subdivision. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6141.

Sincerely,

Kristin Tytler, P.E.,
Development Engineering Manager

kt/jg

c: David Mobley, Civil Inspector
Mike Gent, Public Works
David Kohlbeck, Public Works
John McFarland, Public Works
Lee Lambert, Water Resources Management
Warren Bert, GIS

Lora Ingram, Finance
Antonio DeLaCruz, Public Works
Fermin Camacho, Public Works
Terry Lowe, Water Resources Management
Warren Dancer, Water Resources Management
File



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 10/10/2017 Commercial ☐ Commercial w/Offsite ☒ Residential ☐

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

7/25/2017 Date of Punch-List Walk 10/06/2017 Date Punch-List Completed

FS Number: FS12-345

Permit Number(s): E16P-0203,0206,0205,0207,0204

Project Name: Zanjero Trails II

Project Description (Phase/Parcel): 12A-12C offsite

Project Developer/Builder: (Name, Address, and Phone #)

Hilgart Wilson LLC

2141 E. Highland Ave 250, Phoenix AZ, 85016

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Perryville Road	Arterial	Peoria Road	Future Extension	2	1/2	Median
Desert Cove/189th Ave	Collector	Perryville Road	Future Parcel 11C	2	1/2	Median
Peoria Road	Arterial	Perryville Road	Beardsley Canal	2	1/2	

MATERIALS:

Asphalt:	<u>Vulcan Materials</u>	Supplier	<u>1/ 1/2</u>	Total Lane Miles	<u>30,318</u>	Total Square Yards		
Water:	<u>12" PVC</u>	Size/Type	<u>5,119'</u>	Total Linear Feet	<u>8" PVC</u>	Size/Type	<u>497'</u>	Total Linear Feet
	<u>6" DIP</u>	Size/Type	<u>424'</u>	Total Linear Feet		Size/Type		Total Linear Feet
Sewer:	<u>8" PVC</u>	Size/Type	<u>2,759'</u>	Total Linear Feet	<u>12" PVC</u>	Size/Type	<u>5,067'</u>	Total Linear Feet
		Size/Type		Total Linear Feet		Size/Type		Total Linear Feet
Storm:	<u>48" RGRCP</u>	Size/Type	<u>179'</u>	Total Linear Feet	<u>18" RGRCP</u>	Size/Type	<u>427'</u>	Total Linear Feet
		Size/Type		Total Linear Feet		Size/Type		Total Linear Feet
Fire Ln:	<u>N/A</u>	Size/Type		Total Linear Feet		Size/Type		Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List	☐ AOC
☐ Final Certification Letter from Engineer of Record	☒ Asphalt Concrete Ticket w/ Name of Contractor
☒ Complete Geotechnical Testing Packet	☒ Streetlight Energize Letter
☒ Sewer Pressure Testing Results	☒ As built Documents (PDF copy on CD)
☒ Sewer Manhole Vacuum Testing Certification	☒ As Built Documents in PDF format (copy on CD)
☒ Sewer Manhole Insecticide Certification	☐ Updated asbuilt CAD base files (copy on CD)
☒ Sewer Videos with Operators Notes (inc. re-videos)	
☐ Other _____	(Specify)

APPROVAL:

Civil Inspector: *[Signature]*

Date: 10/10/2017

Civil Engineering Supervisor: *[Signature]*

Date: 10/10/2017



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	January 16, 2018	Contact Person:	Sergio Angulo - Community Development
Submitting Department:	CD	District:	4
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Re-plat of Lot 6b of Bell and Dysart Commerce Center" dated December 7, 2017, to allow for a new Vehicle Service – Major Repair facility for Champs Family Automotive generally located north of Bell Road and east of Dysart Road.

Motion:

I move to approve the Final Plat entitled, "Re-plat of Lot 6b of Bell and Dysart Commerce Center" dated December 7, 2017.

Background:

On September 22, 2017 Moderna Architects submitted a request for a Final Plat approval to replat Lot 6b of Bell and Dysart Commerce Center to allow for a new Vehicle Service – Major Repair facility for Champs Family Automotive generally located north of Bell Road and east of Dysart Road.

Objective Analysis:

This proposed Final Plat will allow for the development of a new Vehicle Service – Major Repair facility for Champs Family Automotive generally located north of Bell Road and east of Dysart Road.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

Click to download

- ☐ [00 - FS17-570 - Champs Family Automotive Final Plat - Staff Report](#)
 - ☐ [01 - FS17-570 - Champs Family Automotive Final Plat - Vicinity Map](#)
 - ☐ [02 - FS17-570 - Champs Family Automotive Final Plat](#)
 - ☐ [03 - FS17-570 - Champs Family Automotive Final Plat - Presentation](#)
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS17-570**

Project Name: Champs Family Automotive Final Plat

Council District: 4 - MULBERRY

City Council Date: **January 16, 2018**

Planner: Sergio Angulo

Owner: NEC Bell & Dysart LLC

Applicant: Mike March with Moderna Architects

Request: Final Plat to replat Lot 6b of the Bell & Dysart Commerce Center located generally north of Bell Road and east of Dysart Road.

Site Location: Generally north of Bell Road and east of Dysart Road.

Site Size: 6.6 acres (approx.)

Findings:

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- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Municipal Code.

Staff

Recommendation: **Approve** [no stipulations on final plats]

History:

May 23, 1996: The subject parcel was annexed into the City.

January 12, 2006: the Mayor and City Council approved the Final Plat of Bell and Dysart Commerce Center.

April 15, 2014: the Mayor and City Council approved the Re-Plat of Lot 6 of Bell and Dysart Commerce Center.

June 1, 2017: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR17-428.

September 22, 2017: The applicant filed a request for a Final Plat approval for the Replat of Lot 6b of Bell and Dysart Commerce Center.

December 7, 2017: The Planning and Zoning Commission passed a motion to **approve** the Conditional Use Permit (case FS17-482) for a new Vehicle Service – Major Repair facility on the subject site, subject to Stipulations ‘A’ – ‘E’. Stipulation ‘A’ reads: This Conditional Use Permit is considered Not Approved until such time the accompanying Final Plat under case number, FS17-570, is approved by the Mayor and City Council.

Additional Information:

The applicant is requesting a Final Plat approval to replat Lot 6b of Bell and Dysart Commerce Center to allow for a new Vehicle Service – Major Repair facility for Champs Family Automotive. The proposed Final Plat will subdivide the subject property into three (3) lots; Lot 6c, Lot 6d, and Lot 6e. The proposed lot sizes are the following;

- Lot 6c: 1.544 acres approx.
- Lot 6d: 1.011 acres approx.
- Lot 6e: 4.053 acres approx.

The proposed vehicle service facility will be located on Lot 6c which fronts on to Dysart Road. At time of this report there are no development plans for Lots 6d and 6e. This Final Plat will not be dedicating any new right-of-way.

The related Conditional Use Permit (case FS17-482) for a Vehicle Service – Major Repair facility was heard and approved by the Planning and Zoning Commission on December 7, 2017. Prior to final approval of the Conditional Use Permit, this Final Plat must be approved by the Mayor and City Council.

Attachments:

01 Vicinity Map
02 Final Plat

Enclosure:

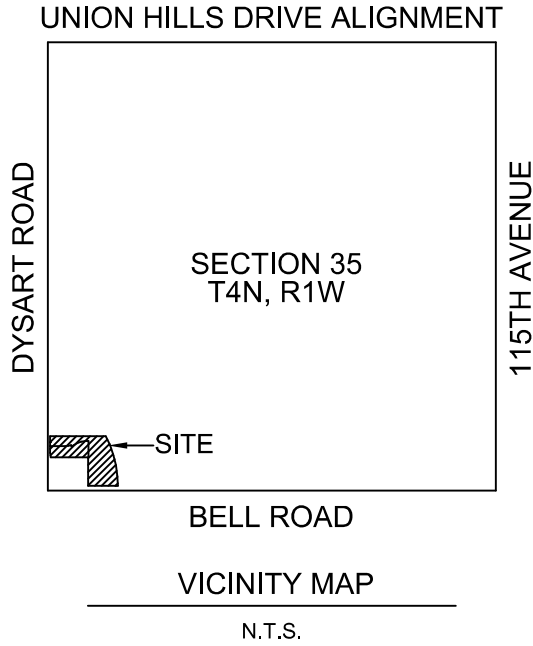
Sealed mylars

VICINITY MAP



RE-PLAT
OF LOT 6b OF BELL & DYSART COMMERCE CENTER

A RE-PLAT OF LOT 6b OF
"BELL & DYSART COMMERCE CENTER"
AS RECORDED IN BOOK 1183, PAGE 23, MARICOPA COUNTY RECORDS,
A SUBDIVISION LOCATED WITHIN
THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 4 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
COUNTY OF MARICOPA, STATE OF ARIZONA.



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS:

THAT NEC BELL & DYSART, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HAS SUBDIVIDED UNDER THE NAME "RE-PLAT OF LOT 6b OF BELL AND DYSART COMMERCE CENTER" AS RECORDED IN BOOK 1183, PAGE 23, MARICOPA COUNTY RECORDS, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DO HEREBY PUBLISH THIS PLAT WHICH SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT, VISIBILITY, OBSTRUCTIONS. GRANTOR SHALL NOT ERECT, CONSTRUCT, OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE, OR SIMILAR IMPROVEMENTS WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPING MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREA BETWEEN THE CURB AND THE DETACHED SIDEWALK SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES AND ALL OTHER EFFECTS, THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE PEDESTRIAN ACCESS AND SIDEWALK CONSTRUCTION AND MAINTENANCE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIDEWALK EASEMENT AS SHOWN ON THE PLAT.

ALL IMPROVEMENTS, STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY OF SURPRISE, INSTALLED OR CONSTRUCTED BY SAID OWNERS WITHIN THE PUBLIC RIGHTS-OF-WAY THE EASEMENTS OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY SAID OWNERS TO THE CITY UPON THEIR COMPLETION; HOWEVER SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON THE OWNERS AND THEIR HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

THIS EASEMENT IS GRANTED SUBJECT TO THE CONDITION THAT GRANTEES SHALL HOLD GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LIABILITIES OR EXPENSES WHICH MAY RESULT FROM GRANTEE'S USE OF THE EASEMENT BY ACCEPTING THE EASEMENT. THE GRANTEE AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

IN WITNESS WHEREOF:

NEC BELL & DYSART, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED.

THIS _____ DAY OF _____, 2018.

NEC BELL & DYSART, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: BY: SURPRISE-B&D, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: CAR-DEL LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP

BY: GERMANN-GFB II, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
GARY D. DAVIDSON, A MARRIED MAN DEALING WITH HIS SOLE
AND SEPARATE PROPERTY, MEMBER

BY: NICK DONNELLY, INC. 401(K) PLAN

BY: _____
TOM BOYLE, TRUSTEE

BY: BY: G&D DYSART AND BELL, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: CAR-DEL LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP

BY: GERMANN-GFB II, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: _____
GARY D. DAVIDSON, A MARRIED MAN DEALING WITH HIS
SOLE AND SEPARATE PROPERTY, MEMBER

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017, BY GARY D. DAVIDSON AND TOM BOYLE, IN THEIR AFOREMENTIONED CAPACITIES, ON BEHALF OF NEC BELL & DYSART, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC EXPIRES

PUBLIC NOTICE:

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY:

THE NEC BELL & DYSART, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE; AND (2) AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF SURPRISE OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY WITHIN THIS PLAT THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE. WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, TAKING OFF FROM OR OPERATING AT OR ON LUKE AIR FORCE BASE. THE INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON SAID OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM THE AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL AND LUBRICANT PARTICLES.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT OF WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

NOTES

- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1240L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

PARENT DESCRIPTION:

LOT 6b OF THE RE-PLAT OF LOT 6 BELL & DYSART COMMERCE CENTER RECORDED IN BOOK 1183, PAGE 23, MARICOPA COUNTY RECORDS.

AREA TABLE

LOT	SQUARE FEET	ACRES
6c	67,270.3	1.544
6d	44,034.7	1.011
6e	176,579.6	4.053

BASIS OF BEARING

THE BASIS OF BEARING AND ALL MONUMENTATION SHOWN HEREON IS BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, T4N, R1W, USING A BEARING OF SOUTH 89 DEGREES 24 MINUTES 46 SECONDS EAST, AS SHOWN ON THE RE-PLAT OF LOT 6, BELL & DYSART COMMERCE CENTER, RECORDED IN BOOK 1183, PAGE 23, MARICOPA COUNTY RECORDS.

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 2018.

MAYOR DATE

ATTEST:

CITY CLERK DATE

CITY OF SURPRISE ENGINEER APPROVAL:

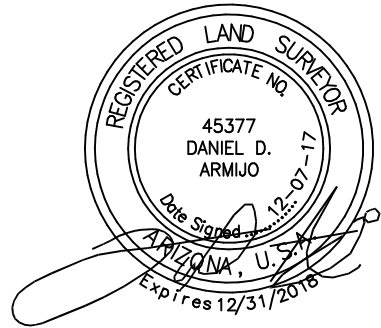
DATA ON THIS PLAT HAS BEEN REVIEWED AND APPROVED THIS _____ DAY OF _____, 2018 BY THE CITY ENGINEER OF THE CITY OF SURPRISE, ARIZONA.

APPROVED: _____
CITY ENGINEER DATE

CERTIFICATION:

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT SHOWN HEREON WAS COMPLETED UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JUNE 2017, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE MONUMENTS SHOWN ACTUALLY EXIST.

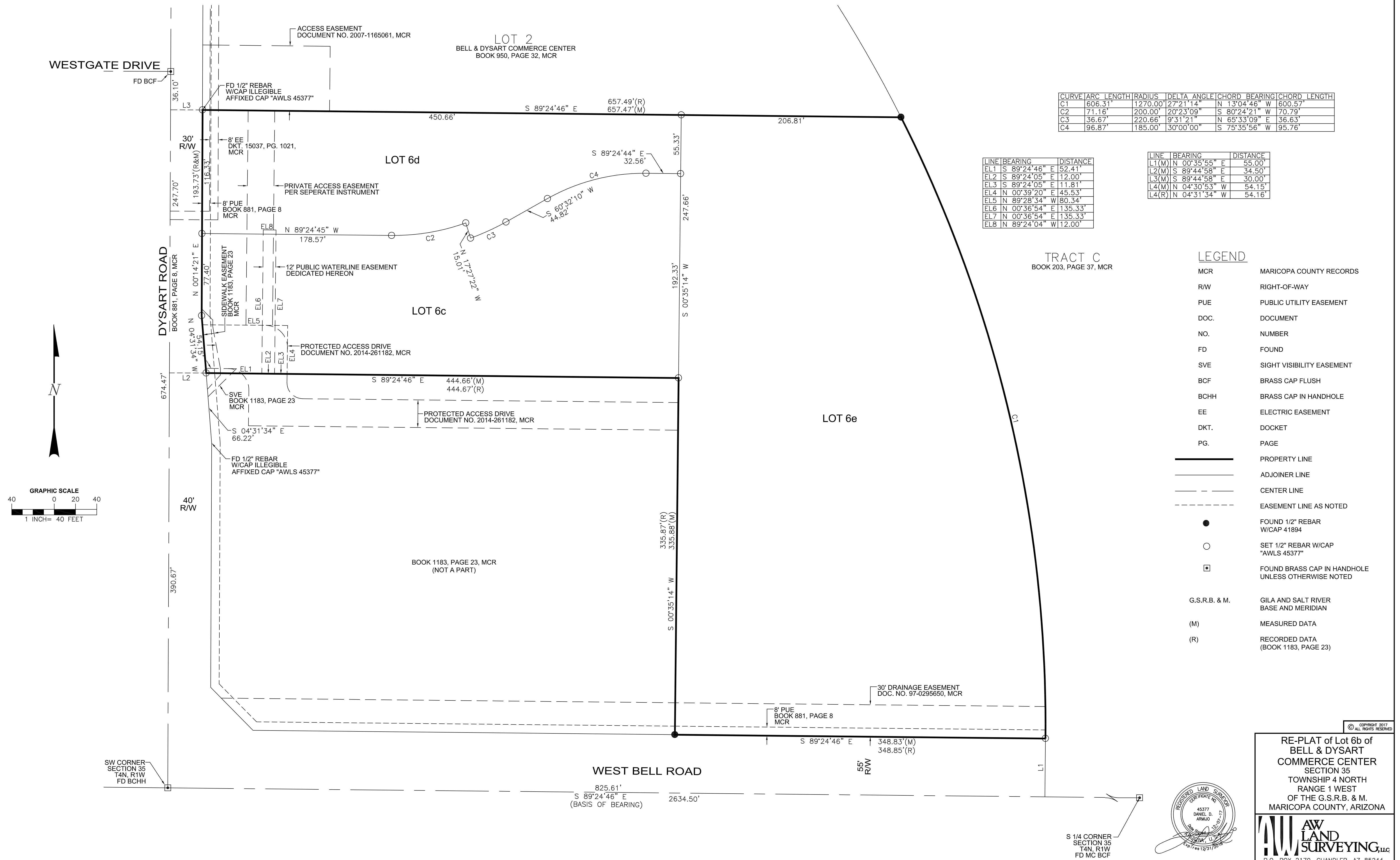
BY:
DANIEL D. ARMIJO, RLS
AW LAND SURVEYING, LLC
PO BOX 2170
CHANDLER, ARIZONA 85244



RE-PLAT of Lot 6b of
BELL & DYSART
COMMERCE CENTER
SECTION 35
TOWNSHIP 4 NORTH
RANGE 1 WEST
OF THE G.S.R.B. & M.
MARICOPA COUNTY, ARIZONA

AW
LAND
SURVEYING, LLC
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287

RE-PLAT OF LOT 6b
BELL & DYSART COMMERCE CENTER



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	606.31'	1270.00'	27°21'14"	N 13°04'46" W	600.57'
C2	71.16'	200.00'	20°23'09"	S 80°24'21" W	70.79'
C3	66.67'	220.66'	9°31'21"	N 65°33'09" E	36.63'
C4	96.87'	185.00'	30°00'00"	S 75°35'56" W	95.76'

LINE	BEARING	DISTANCE
EL1	S 89°24'46" E	52.41'
EL2	S 89°24'05" E	12.00'
EL3	S 89°24'05" E	11.81'
EL4	N 00°39'20" E	45.53'
EL5	N 89°28'34" W	80.34'
EL6	N 00°36'54" E	135.33'
EL7	N 00°36'54" E	135.33'
EL8	N 89°24'04" W	12.00'

LINE	BEARING	DISTANCE
L1(M)	N 00°35'55" E	55.00'
L2(M)	S 89°44'58" E	34.50'
L3(M)	S 89°44'58" E	30.00'
L4(M)	N 04°30'53" W	54.15'
L4(R)	N 04°31'34" W	54.16'

TRACT C
BOOK 203, PAGE 37, MCR

LEGEND

MCR	MARICOPA COUNTY RECORDS
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
DOC.	DOCUMENT
NO.	NUMBER
FD	FOUND
SVE	SIGHT VISIBILITY EASEMENT
BCF	BRASS CAP FLUSH
BCHH	BRASS CAP IN HANDHOLE
EE	ELECTRIC EASEMENT
DKT.	DOCKET
PG.	PAGE
_____	PROPERTY LINE
_____	ADJOINER LINE
— — ————	CENTER LINE
- - - - -	EASEMENT LINE AS NOTED
●	FOUND 1/2" REBAR W/CAP 41894
○	SET 1/2" REBAR W/CAP "AWLS 45377"
■	FOUND BRASS CAP IN HANDHOLE UNLESS OTHERWISE NOTED
S.R.B. & M.	GILA AND SALT RIVER BASE AND MERIDIAN
)	MEASURED DATA
)	RECORDED DATA (BOOK 1183, PAGE 23)

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RE-PLAT of Lot 6b of
BELL & DYSART
COMMERCE CENTER
SECTION 35
TOWNSHIP 4 NORTH
RANGE 1 WEST
OF THE G.S.R.B. & M.
MARICOPA COUNTY, ARIZONA

**AW
LAND
SURVEYING, INC.**
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287

DRAWN BY: DDA	CHECKED BY: DDA	DATE: 12/07/17	JOB NO.: 17-071	SHEET NO. 2 OF 2
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SURPRISE
ARIZONA

FS17-570

**Champs Family Auto
Final Plat**

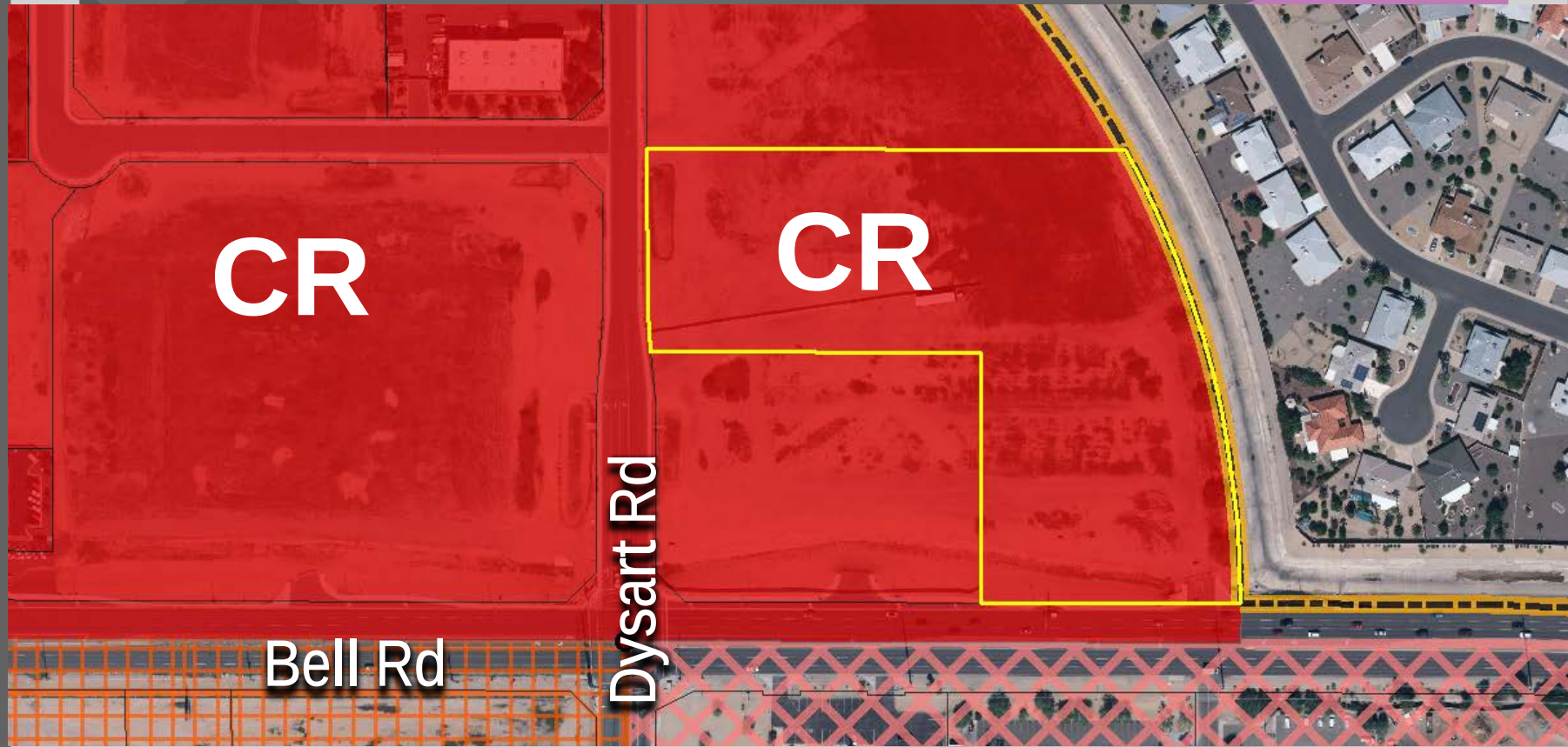
City Council

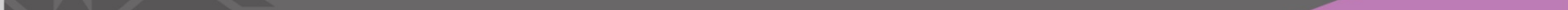
January 16, 2018

VICINITY MAP

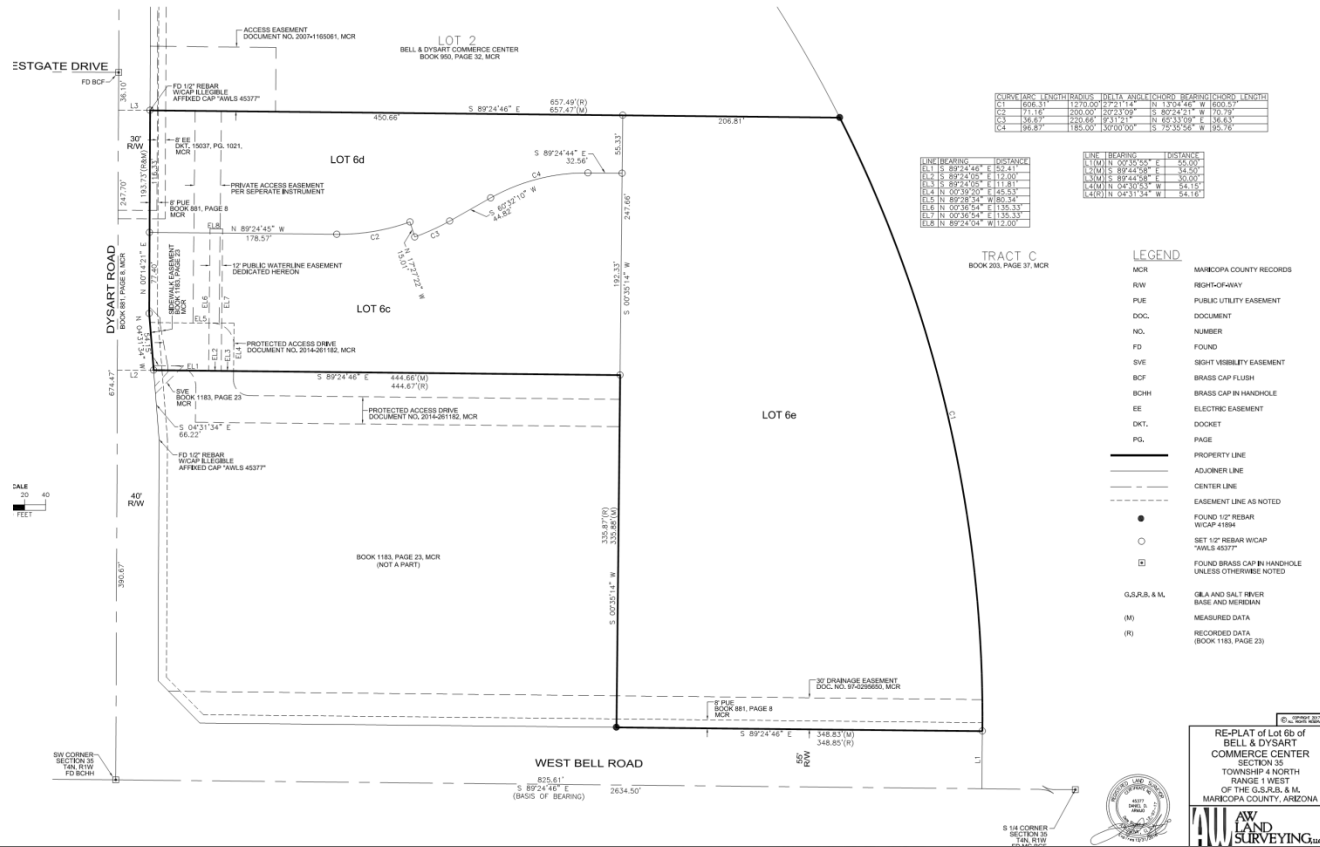


SURROUNDING ZONING





FINAL PLAT





SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	5
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Condominium Plat for Offices at 'Surprise Professional Center' ” dated November 14, 2017, a property generally located on the southeastern corner of Bell and Reems Roads within the Orchards Planned Area Development (PAD).

Motion:

I move to approve the Final Plat entitled “Condominium Plat for Offices at 'Surprise Professional Center' ” dated November 14, 2017.

Background:

Withey Morris, PLC, on behalf of Pathfinder TRF Eleven, LLC, seeks approval of a Condominium/Final Plat to provide 23 condominium suites within the existing Surprise Professional Center structure generally located on the southeastern corner of Bell and Reems Roads within the Orchards Planned Area Development (PAD).

Objective Analysis:

Staff believes the proposed Final Plat/Condo Plat is consistent with the manner and intent of the Surprise Municipal Code. Once platted, the site will be able to be marketed as condominium office suites in accordance with the requirements of the City of Surprise.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

Click to download

- ☐ [00 - FS17-672 – Surprise Professional Center Condominium/Final Plat - Staff Report](#)
 - ☐ [01 - FS17-672 – Surprise Professional Center Condominium/Final Plat - Vicinity Map](#)
 - ☐ [02 - FS17-672 – Surprise Professional Center Condominium/Final Plat](#)
 - ☐ [03 - FS17-672 – Surprise Professional Center Condominium/Final Plat - Presentation](#)
-

AMENDED FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS17-672

Project Name: Surprise Professional Center Condominium/Final Plat

Council District: 5 – Palm

Meeting Date: January 16, 2018

Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

Owner: Withey Morris, PLC

Applicant: Pathfinder TRF Eleven, LLC

Request: A Final/Condominium Plat to provide 23 condominium suites within the existing Surprise Professional Center structure.

Site Location: Generally, on the southeastern corner of Bell and Reems Roads within the Orchards Planned Area Development (PAD).

Site Size: The area of the parcel that contains the existing office facility encompasses approximately 3.14 acres

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

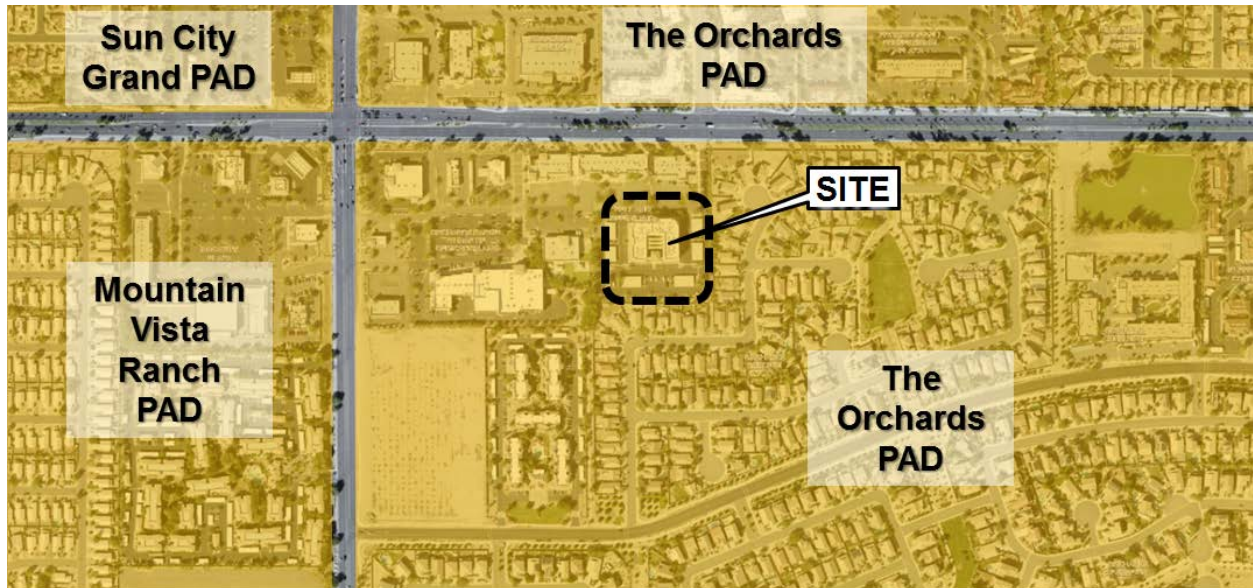
Support/Opposition: No support or opposition was encountered

Project Description:

Withey Morris, PLC, on behalf of Pathfinder TRF Eleven, LLC, seeks approval of a Condominium/Final Plat to provide 23 condominium suites within the existing Surprise Professional Center structure generally located on the southeastern corner of Bell and Reems Roads within the Orchards Planned Area Development (PAD).

EXISTING ZONING:

The following map and chart depicts the existing zoning of the subject site and its surroundings:



The Orchards PAD Existing Commercial	The Orchards PAD Existing Commercial	The Orchards PAD Existing Low Density Residential
The Orchards PAD Existing Commercial	The Orchards PAD Existing Office Structure	The Orchards PAD Existing Low Density Residential
The Orchards PAD Existing High Density Residential	The Orchards PAD Existing Low Density Residential	The Orchards PAD Existing Low Density Residential

Background:

June 12, 1980: The subject parcel was annexed into the City of Surprise.

September 11, 1997: The Mayor and City Council approved the Orchards PAD under Case PAD96-102.

January 21, 2006: The Planning and Zoning Commission approved a Site Plan for Surprise Professional Center under Case SP06-314.

September 17, 2017: Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under Case CR17-501.

November 17, 2017: The applicant filed a request for a Final Plat under Case FS17-672, the subject case.

Analysis and Discussion:

Withey Morris, PLC, on behalf of Pathfinder TRF Eleven, LLC, seeks approval of a Condominium/Final Plat to provide 23 condominium suites within the existing Surprise Professional Center structure.

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports uses such as that proposed.

REVIEWING AGENCIES:

Maricopa Water District (MWD): In an email dated November 8, 2017, MWD indicated the proposal will not negatively impact existing facilities.

Summary:

Staff believes the proposed Final Plat/Condo Plat is consistent with the manner and intent of the Surprise Municipal Code. Once platted, the site will be able to be marketed as condominium office suites in accordance with the requirements of the City of Surprise.

Findings:

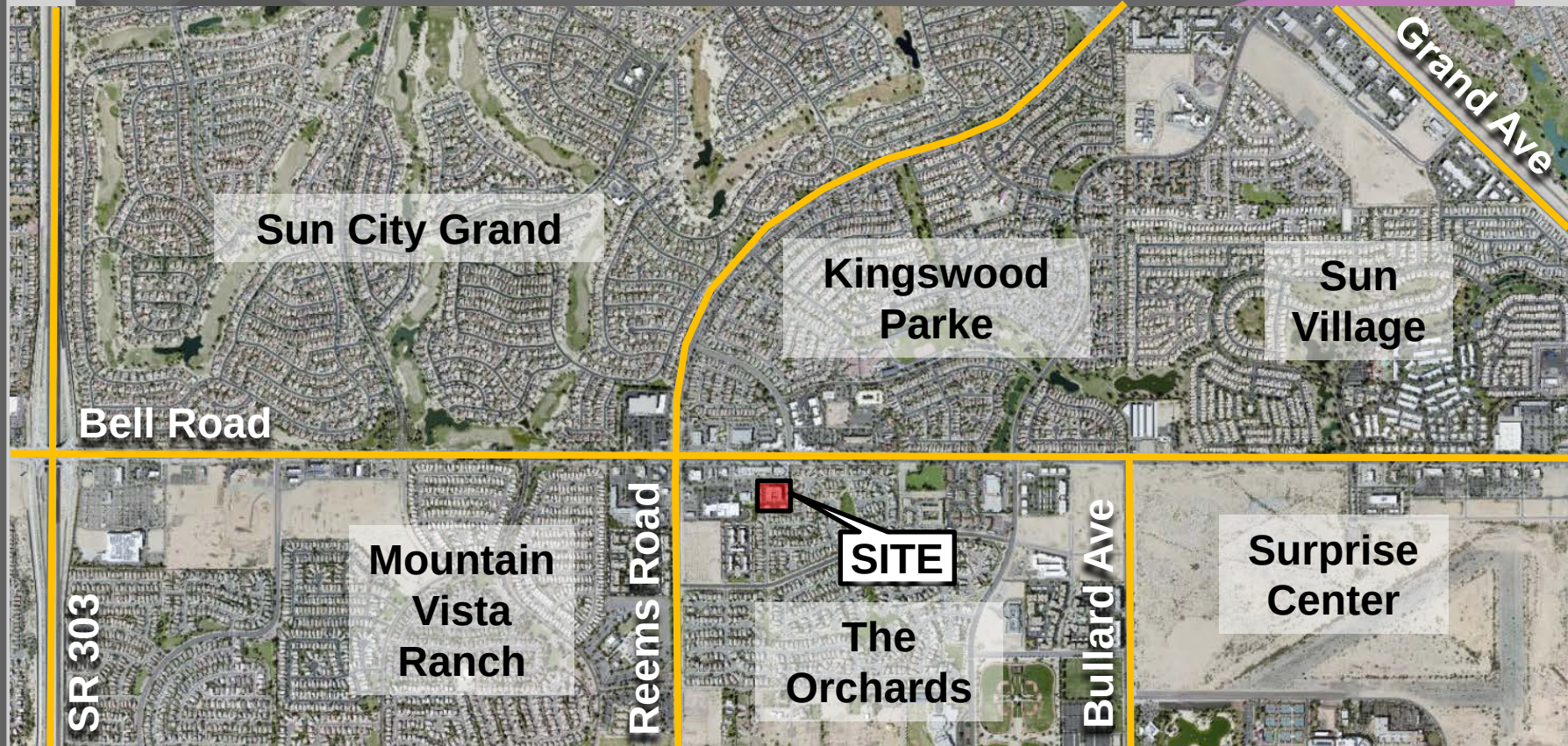
- The proposed Amended Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Amended Final Plat is consistent with the Surprise Municipal Code.
- The proposed Amended Final Plat is consistent with the Orchards PAD.
- The reviewing agencies have indicated no objections to the request.

Attachments:

- 01 - Vicinity Maps
- 02 - Amended Final Plat
- 03 - PowerPoint

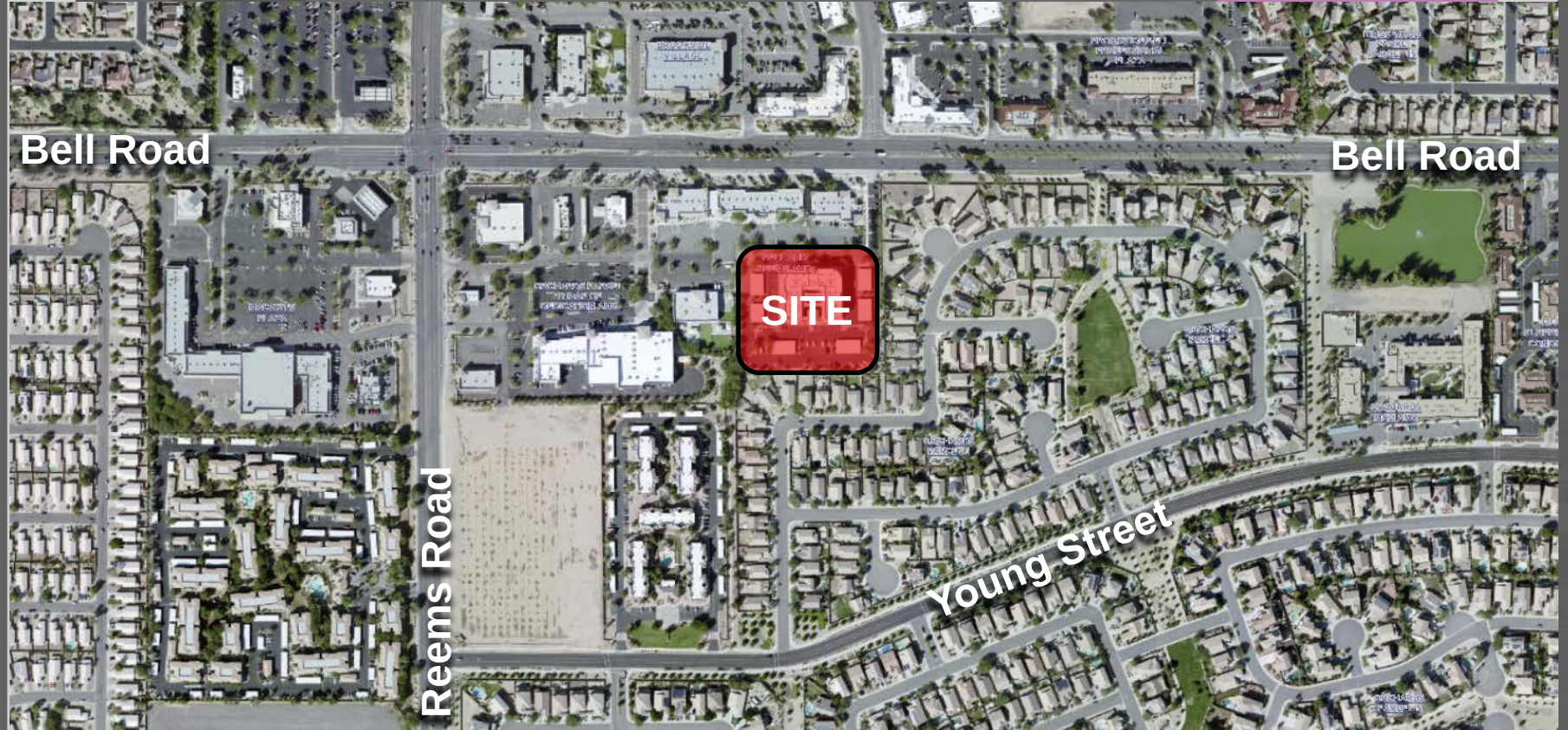
VICINITY MAP

FS17-672
Surprise Professional



VICINITY MAP

FS17-672
Surprise Professional



ZONING

FS17-672
Surprise Professional

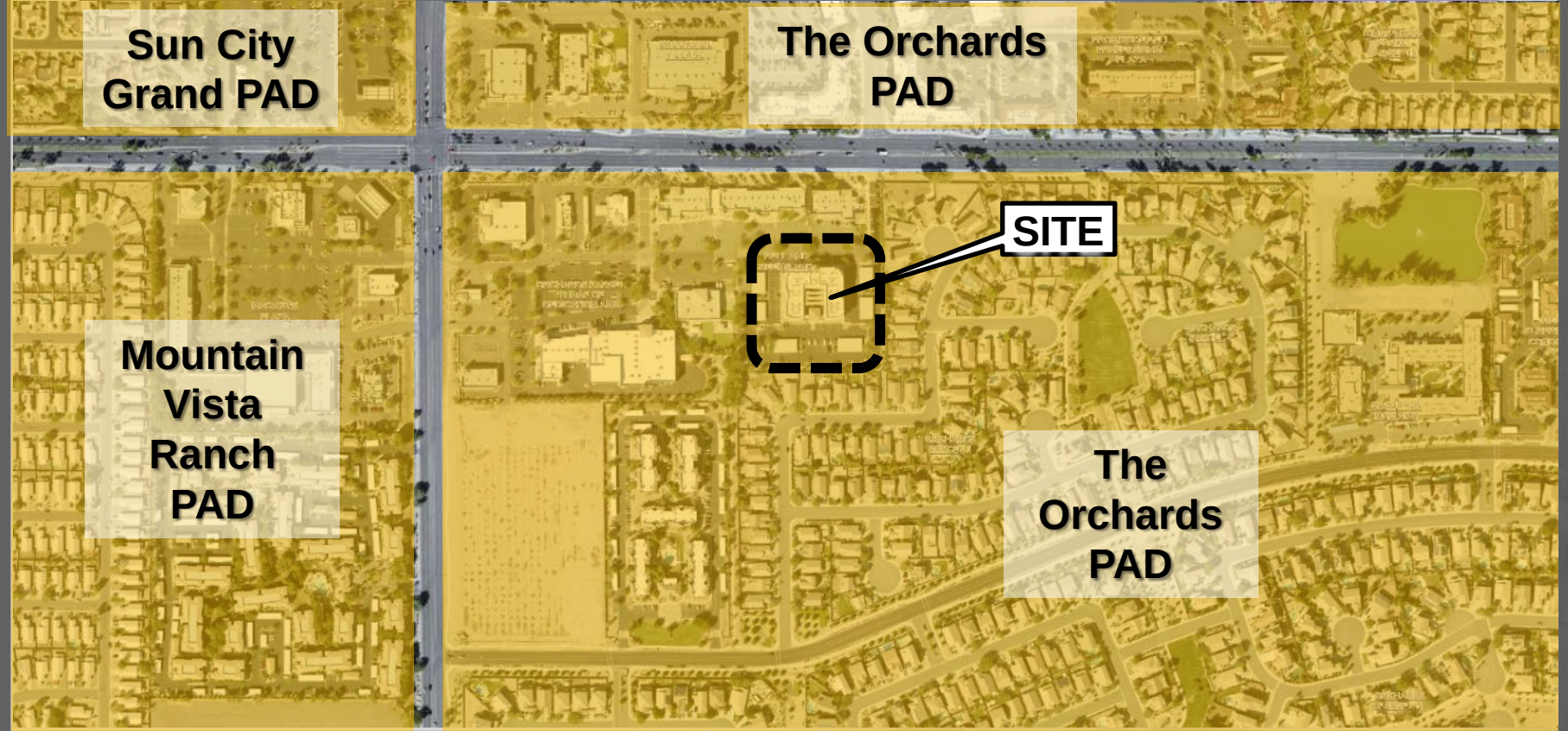
**Sun City
Grand PAD**

**The Orchards
PAD**

**Mountain
Vista
Ranch
PAD**

SITE

**The
Orchards
PAD**

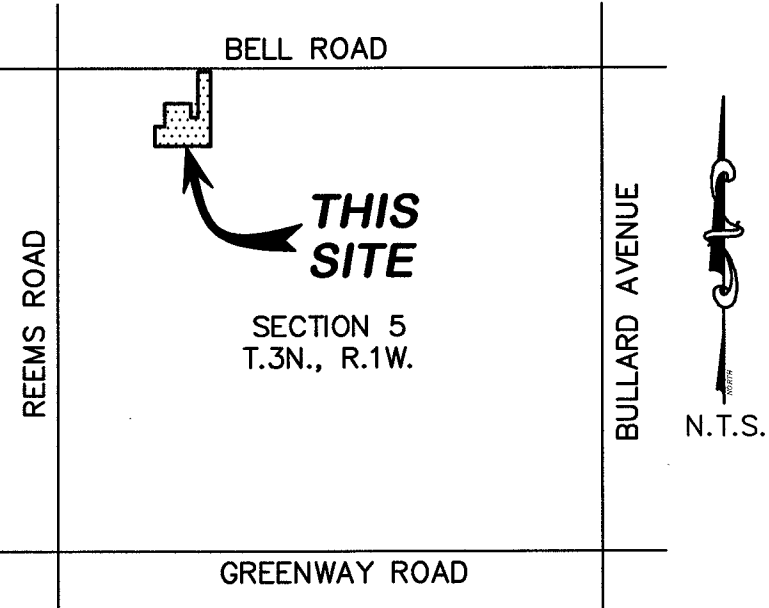


CONDOMINIUM PLAT FOR OFFICES AT "SURPRISE PROFESSIONAL CENTER"

LOT 2, OF BELL AND REEMS, ACCORDING TO PLAT RECORDED IN BOOK 1083 OF MAPS, PAGE 14, AND AFFIDAVIT OF CORRECTION RECORDED MAY 10, 2011 IN RECORDING NUMBER 2011-0395406 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

SHEET INDEX:

SHEET 1.....DEDICATION & APPROVALS
SHEET 2.....BOUNDARY ANALYSIS
SHEET 3.....CONDOMINIUM 1ST FLOOR
SHEET 4.....CONDOMINIUM 2ND FLOOR
SHEET 5.....CONDOMINIUM 3RD FLOOR
SHEET 6.....ASSIGNED PARKING LAYOUT



VICINITY MAP:

NO.	DATE	REVISION	BY

PURPOSE: CONDOMINIUM PLAT

DRAWN BY: PJE
CHECKED BY: JDH

CIVIL AND SURVEY
HUNTER ENGINEERING 10450 N. 74TH ST., SUITE 200 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986

CONDOMINIUM PLAT FOR OFFICES AT "SURPRISE PROFESSIONAL CENTER"

LOT 2, OF BELL AND REEMS, ACCORDING TO PLAT RECORDED IN BOOK 1083 OF MAPS, PAGE 14, AND AFFIDAVIT OF CORRECTION RECORDED MAY 10, 2011 IN RECORDING NUMBER 2011-0395406 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 5
TWNHP: 3N
RANGE: 1W

JOB NO.:
RRSC005-CP01

SCALE
N.T.S.

SHEET
1 OF 6

DEDICATION:

STATE OF ARIZONA

COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS:

THAT PATHFINDER TRF ELEVEN LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER"), HAS SUBDIVIDED UNDER THE NAME CONDOMINIUM PLAT FOR OFFICES AT "SURPRISE PROFESSIONAL CENTER", A SUBDIVISION OF LOT 2, OF BELL AND REEMS, ACCORDING TO THE PLAT RECORDED IN BOOK 1083 OF MAPS, PAGE 14, AND AFFIDAVIT OF CORRECTION RECORDED MAY 10, 2011 IN RECORDING NUMBER 2011-0395406 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE CONDOMINIUM PLAT FOR OFFICES AT "SURPRISE PROFESSIONAL CENTER" AND DECLARES THAT THIS CONDOMINIUM PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF THE UNITS AND THE COMMON ELEMENTS COMPRISING THE CONDOMINIUM, AND THAT THE UNITS SHALL BE KNOWN BY THE IDENTIFYING NUMBER GIVEN TO EACH, RESPECTIVELY, HEREON. FURTHER THAT THE HORIZONTAL AND VERTICAL UNIT DIMENSIONS ARE IN ACCORDANCE WITH THE DEFINITION OF "UNIT BOUNDARIES" AS SET FORTH IN THE CONDOMINIUM DECLARATION FOR THE SURPRISE PROFESSIONAL CENTER OFFICE CONDOMINIUMS AS SHOWN ON THIS PLAT.

OWNER HEREBY PUBLISHES THIS PLAT SO THAT HEREAFTER THE CONDOMINIUM SHALL BE AS DEPICTED HEREIN.

OWNER HEREBY DECLARES THAT THE COMMON ELEMENTS SHOWN ON THIS PLAT CONSTITUTE THE MEANS OF INGRESS AND EGRESS BY THE OWNERS AND OCCUPANTS OF THE UNITS IN THE CONDOMINIUM, AND THEIR RESPECTIVE GUESTS AND INVITEES.

OWNER HEREBY DECLARES THAT THE COMMON ELEMENTS SHALL ALSO BE SUBJECT TO AN INGRESS/EGRESS EASEMENT FOR REFUSE, EMERGENCY AND MAINTENANCE VEHICLES.

OWNER HEREBY AGREES THAT THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY "PRIVATE" UTILITIES, STREETS, FACILITIES, LANDSCAPE AREAS WITHIN THE PROJECT.

OWNER HEREBY DECLARES THAT, COMMON AREA IS OWNED BY UNIT OWNERS AS TENANTS IN COMMON AND MAINTAINED BY THE CONDOMINIUM ASSOCIATION. IN WITNESS WHEREOF, R. RANDY STOLWORTHY OF PATHFINDER TRF ELEVEN LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF A MEMBER.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS LOT 2 FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES. OWNER HEREBY GRANTS TO THE PUBLIC A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

OWNER HEREBY AGREES THAT THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, AND RETENTION BASINS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

ALL OWNERS SHALL BE IN AGREEMENT WITH THE SHARED MAINTENANCE FOR CROSS DRAINAGE EASEMENT/STORM WATER FACILITIES.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS

_____ DAY OF _____, 2018.

BY: PATHFINDER TRF ELEVEN LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ ITS: _____
R. RANDY STOLWORTHY (TITLE)

NOTICE OF THE ORCHARDS DEVELOPMENT AGREEMENT

ORCHARDS DEVELOPMENT ENTERPRISES, L.L.C., HAS ENTERED INTO THE ORCHARDS DEVELOPMENT AGREEMENT DATED AUGUST 2, 2000 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON AUGUST 18, 2000, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT DOCKET NO. 2000-0636115. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT THE ORCHARDS C/O ORA ENTITLEMENTS, 5070 NORTH 40TH STREET, SUITE 240, PHOENIX, AZ. 85018 AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2018.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE,
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA

BY: _____
CHRISTINE CAIN

ITS: PROPERTY & CONTRACTS SUPERVISOR

LANDOWNER:

PATHFINDER TRF ELEVEN LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
R. RANDY STOLWORTHY

ITS: _____

OWNER / DEVELOPER SURVEYOR

PATHFINDER TRF ELEVEN LLC
21 E. 6TH ST, UNIT 706
TEMPE, ARIZONA 85281
CONTACT: R. RANDY STOLWORTHY

HUNTER ENGINEERING INC.
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JERRY D. HEATH JR. R.L.S.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURE LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

IN LOCATIONS WHERE APPLICABLE, INCLUDING ANY AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THE IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THE IGA.

LEGAL DESCRIPTION

PARCEL NO. 1:
LOT 2, OF BELL AND REEMS, ACCORDING TO PLAT RECORDED IN BOOK 1083 OF MAPS, PAGE 14, AND AFFIDAVIT OF CORRECTION RECORDED MAY 10, 2011 IN RECORDING NO. 2011-0395406 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:
EASEMENTS FOR PARKING, INGRESS AND EGRESS, AS CREATED BY THAT CERTAIN AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED AUGUST 19, 2003, IN RECORDING NO. 20031137353 AND AMENDED AND RESTATED IN DOCUMENT RECORDED JANUARY 26, 2004 IN RECORDING NO. 20040075941 AND AS AMENDED IN DOCUMENTS RECORDED NOVEMBER 23, 2004 IN RECORDING NO. 20041375458 RE-RECORDED DECEMBER 6, 2004 IN RECORDING NO. 20041430193, JANUARY 14, 2005 IN RECORDING NO. 20050059002, JULY 29, 2005 IN RECORDING NO. 20051080577, JUNE 16, 2006 IN RECORDING NO. 20060815584 AND AUGUST 14, 2006 IN RECORDING NO. 20061082651, MARICOPA COUNTY RECORDS.

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

PATHFINDER TRF ELEVEN LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY.

RATIFICATION AND APPROVAL OF PLAT

STATE OF ARIZONA _____ }
COUNTY OF MARICOPA _____ } SS

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNER OF RECORD IN THE SPECIAL WARRANTY DEED AND THE QUITCLAIM DEED RECORDED ON MAY 29, 2013 AS INSTRUMENT NUMBER 2013-0489487, RECORDS OF MARICOPA COUNTY, ARIZONA, WITH RESPECT TO CERTAIN PROPERTY WHICH HAS BEEN PLATTED HEREON, RATIFIES, CONFIRMS AND APPROVES THIS CONDOMINIUM PLAT AND EVERY DEDICATION MORE SPECIFICALLY SET FORTH HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS RATIFICATION AND APPROVAL AS OF THIS

_____ DAY OF _____, 2018

PATHFINDER TRF ELEVEN LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
R. RANDY STOLWORTHY

ACKNOWLEDGMENT

STATE OF ARIZONA _____ }
COUNTY OF MARICOPA _____ } SS

ON THIS _____, DAY OF _____, 2018

R. RANDY STOLWORTHY PERSONALLY APPEARED BEFORE ME, AND BEING FIRST DULY SWORN, DID SAY THAT HE IS AN OFFICER OF PATHFINDER TRF ELEVEN LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY BY THE AUTHORITY GRANTED IN ITS OPERATING AGREEMENT, AND SAID R. RANDY STOLWORTHY ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.

NOTARY PUBLIC _____ DATE COMMISSION

EXPIRES _____

NOTES:

- THE PHYSICAL BOUNDARIES OF THE UNITS ARE AS FOLLOWS: (1) THE VERTICAL BOUNDARIES ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS OF THE BUILDING AND A VERTICAL PLANE RUNNING THROUGH THE CENTER OF THE PARTY WALL SEPARATING THE UNIT FROM ANOTHER UNIT OR FROM CORRIDORS, STAIRWAYS, RESTROOMS, OR OTHER COMMON ELEMENTS AND OR LIMITED COMMON ELEMENTS; (2) THE LOWER HORIZONTAL BOUNDARY IS THE UNFINISHED SURFACE OF THE TOP OF THE FLOOR SLAB BENEATH THE UNIT; AND (3) THE UPPER HORIZONTAL BOUNDARY FOR A UNIT ON A BUILDING IS A HORIZONTAL PLANE HAVING AN ELEVATION OF 9.16 FEET ABOVE THE TOP SURFACE OF THE CONCRETE FLOOR.
- THE FOLLOWING ENTITY/INDIVIDUALS ARE RESPONSIBLE FOR:

PLAZA DEL RIO MANAGEMENT CORP.
ATTN.: PROPERTY MANAGEMENT
9401 W. THUNDERBIRD ROAD, SUITE 200
PEORIA, AZ. 85381

A. FOR SPRINKLER WATER SUPPLY:

B. FOR FIRE CODE MAINTENANCE REQUIREMENTS FOR THE SPRINKLER SYSTEM:

C. FOR FIRE ALARM SYSTEM:

D. FOR FIRE CODE MAINTENANCE REQUIREMENTS FOR THE FIRE ALARM SYSTEM:

E. RESPONSIBLE FOR MANAGING FIRE CODE IMPAIRMENTS:

F. FOR 24 HOUR EMERGENCY: CONTACT THE CURRENT ON CALL ADMINISTRATOR
PHONE: 623-972-4400 FAX: 623-972-1512

G. RESPONSIBLE FOR DEVELOPING AND MAINTAINING THE BUILDING EMERGENCY FIRE PLAN (INCLUDES FIRE EVACUATION AND LOCK DOWN PROCEDURES):

3. ALL ELECTRIC AND COMMUNICATION LINES ARE TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION, AND IN GENERAL ALL UTILITIES SHALL BE UNDERGROUND.

4. BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF SOUTH 89°01'12" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE MINOR LAND DIVISION OF BELL AND REEMS RETAIL/OFFICE, RECORDED IN BOOK 923, PAGE 18, MARICOPA COUNTY RECORDS, ARIZONA.

5. ANY PARTY WITH RIGHTS TO ANY WATER OR SEWER EASEMENT THAT OVERLAPS ANOTHER WATER OR SEWER EASEMENT SHALL HAVE THE RIGHT TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, REPLACE AND UTILIZE THE WATER/SEWER LINES/WATER METERS IN SUCH EASEMENTS THAT OVERLAP IN AN EMERGENCY SITUATION WITHOUT THE CONSENT OF ALL PARTIES WITH RIGHTS TO SUCH EASEMENTS. IN SUCH AREAS THAT OVERLAP IN A NON-EMERGENCY SITUATION ALL PARTIES SHALL CONSENT PRIOR TO ALLOWING ANY OTHER PARTY TO PERFORM ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, OR REPLACEMENT WORK WITHIN THE EASEMENT.

ADDITIONAL NOTES CONTINUED ON SHEET 2.

CERTIFICATION

I, JERRY D. HEATH, JR., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT, CONSISTING OF 6 SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF APRIL 2017, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT ALL EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST OR WILL BE SET PRIOR TO THE RECORDING OF THIS PLAT, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JERRY D. HEATH, JR., R.L.S. #45835
HUNTER ENGINEERING, INC.



CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2018 BY
THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED: _____ CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL:

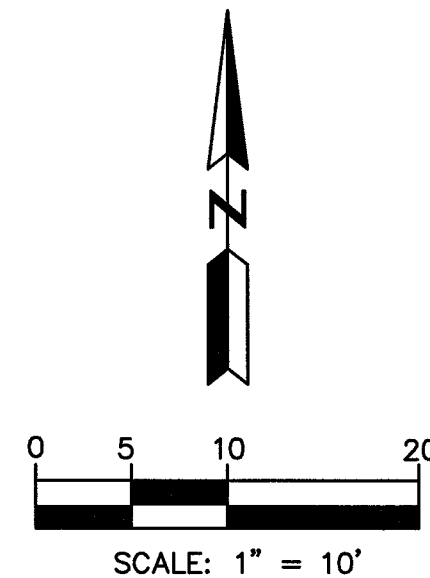
APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS

_____ DAY OF _____ 2018.

MAYOR DATE

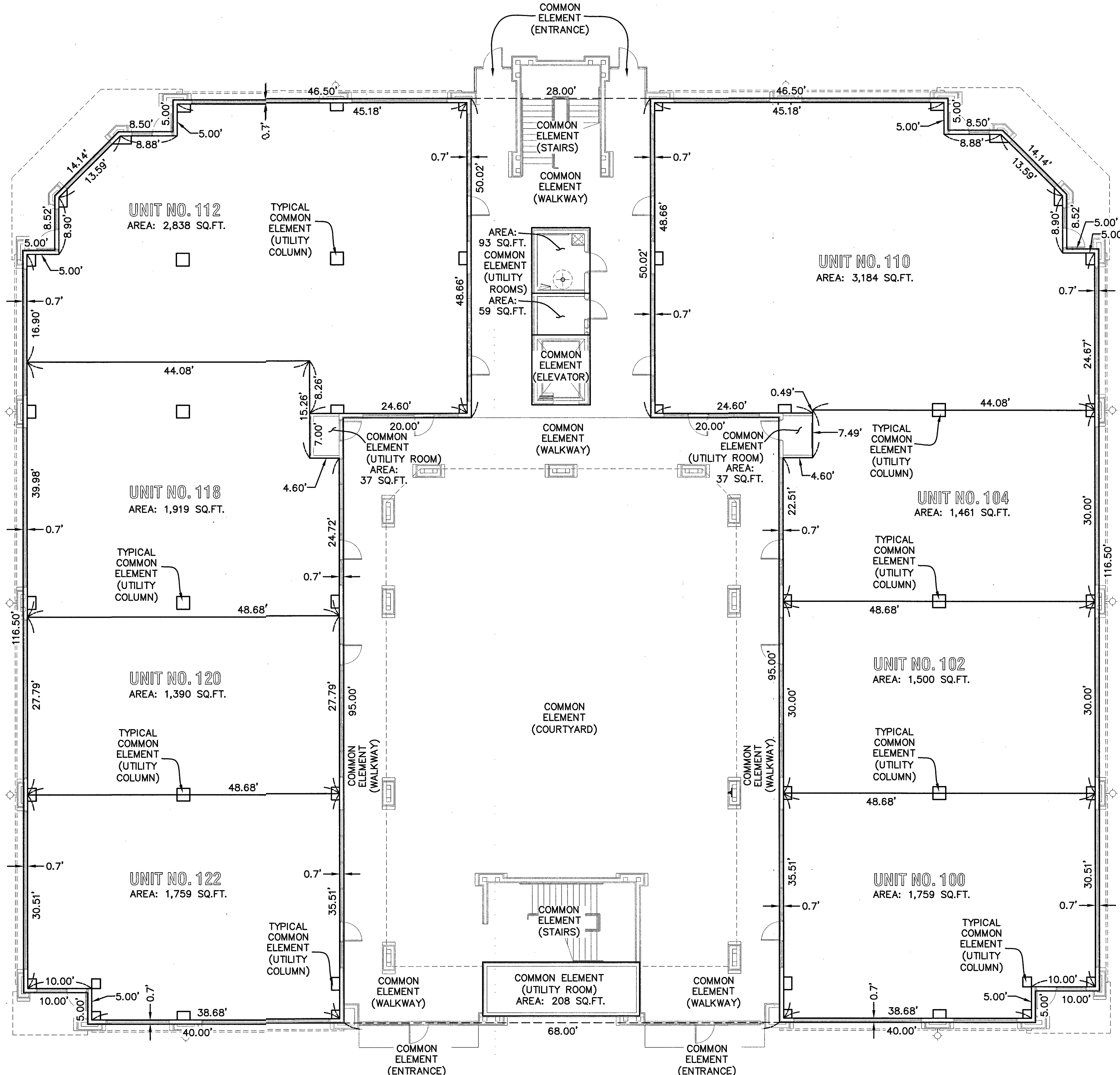
ATTEST: _____ CITY CLERK DATE

"SURPRISE PROFESSIONAL CENTER"
1ST FLOOR CONDOMINIUM PLAT



NOTES:

- THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- (A) THE VERTICAL BOUNDARIES ARE THE EXTERIOR SURFACES OF THE PERIMETER BUILDING WALLS (AND THE EXTERIOR SURFACE OF ANY WINDOWS OR DOORS IN THE PERIMETER BUILDING WALLS) SURROUNDING THE UNIT AND A VERTICAL PLANE RUNNING THROUGH THE CENTER OF ANY PARTY WALL;
- (B) THE UPPER HORIZONTAL BOUNDARY OF UNITS ON THE FIRST FLOOR IS A HORIZONTAL PLANE 9.16 FEET ABOVE THE CONCRETE FLOOR SLAB. THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE SECOND FLOOR IS A HORIZONTAL PLANE 9.16 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE SECOND FLOOR. THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE THIRD FLOOR IS A HORIZONTAL PLANE 9.16 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE THIRD FLOOR; AND
- (C) THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE FIRST FLOOR IS THE TOP OF THE CONCRETE FLOOR SLAB. THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE SECOND FLOOR IS THE TOP OF THE CONCRETE FLOOR ON THE SECOND FLOOR. THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE THIRD FLOOR IS THE TOP OF THE CONCRETE FLOOR ON THE THIRD FLOOR.



NO.	DATE	REVISION	BY
PURPOSE:			CONDOMINIUM PLAT

DRAWN BY: PJE
CHECKED BY: JDH

HUNTER
ENGINEERING
0450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

**"SURPRISE PROFESSIONAL CENTER"
1ST FLOOR CONDOMINIUM PLAT**
LOT 2, OF BELL AND REIMS, ACCORDING TO PLAT RECORDED IN BOOK 1083 OF MAPS, PAGE 14, AND AFFIDAVIT OF CORRECTION RECORDED MAY 10, 2011 IN RECORDING NUMBER 2011-0395406 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

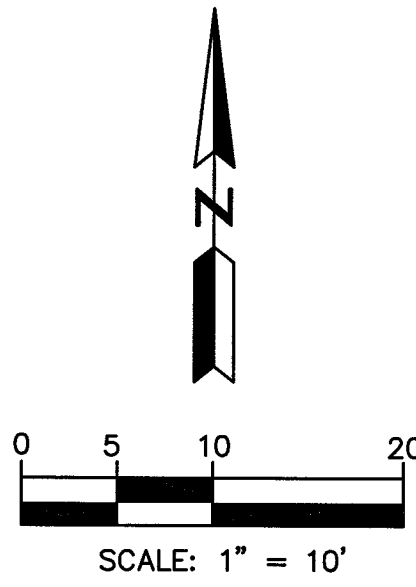
SECTION: 5
TOWNSHIP: 3N.
RANGE: 1W.

JOB NO.:
RRSC005-CP01

SCALE
1" = 30'

SHEET
3 OF **6**

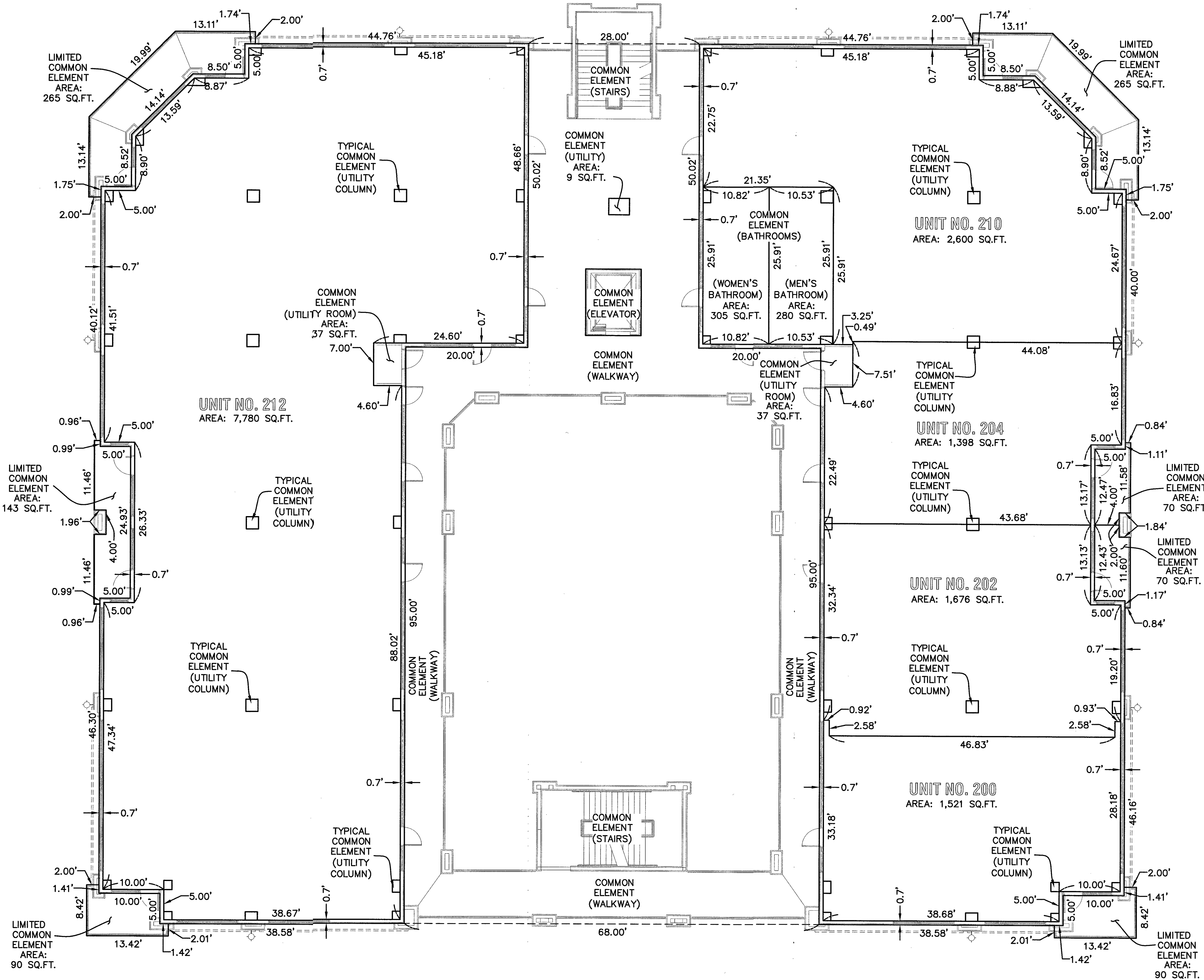
"SURPRISE PROFESSIONAL CENTER"
2ND FLOOR CONDOMINIUM PLAT



NOTES:

THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:

- (A) THE VERTICAL BOUNDARIES ARE THE EXTERIOR SURFACES OF THE PERIMETER BUILDING WALLS (AND THE EXTERIOR SURFACE OF ANY WINDOWS OR DOORS IN THE PERIMETER BUILDING WALLS) SURROUNDING THE UNIT AND A VERTICAL PLANE RUNNING THROUGH THE CENTER OF ANY PARTY WALL;
- (B) THE UPPER HORIZONTAL BOUNDARY OF UNITS ON THE FIRST FLOOR IS A HORIZONTAL PLANE 9.16 FEET ABOVE THE CONCRETE FLOOR SLAB. THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE SECOND FLOOR IS A HORIZONTAL PLANE 9.16 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE SECOND FLOOR. THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE THIRD FLOOR IS A HORIZONTAL PLANE 9.16 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE THIRD FLOOR; AND
- (C) THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE FIRST FLOOR IS THE TOP OF THE CONCRETE FLOOR SLAB. THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE SECOND FLOOR IS THE TOP OF THE CONCRETE FLOOR ON THE SECOND FLOOR. THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE THIRD FLOOR IS THE TOP OF THE CONCRETE FLOOR ON THE THIRD FLOOR.



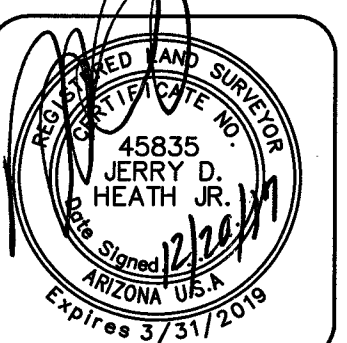
NO.	DATE	REVISION	BY

PURPOSE:
CONDOMINIUM PLAT

DRAWN BY: PJE
CHECKED BY: JDH

HUNTER
ENGINEERING
CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986



**CONDOMINIUM PLAT FOR OFFICES AT
"SURPRISE PROFESSIONAL CENTER"**

LOT 2, OF BELL AND REIMS, ACCORDING TO PLAT RECORDED IN BOOK 1083 OF MAPS, PAGE 14, AND AFFIDAVIT OF CORRECTION RECORDED MAY 10, 2011 IN RECORDING NUMBER 2011-0395406 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

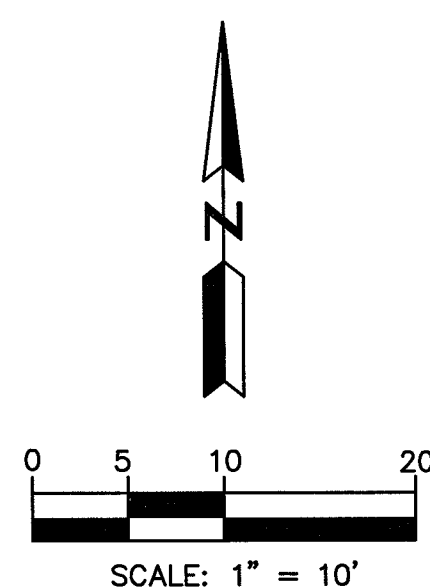
SECTION: 5
TOWNSHIP: 3N.
RANGE: 1W.

JOB NO.:
RRSC005-CP01

SCALE
1" = 30'

SHEET
4 OF 6

"SURPRISE PROFESSIONAL CENTER"
3RD FLOOR CONDOMINIUM PLAT



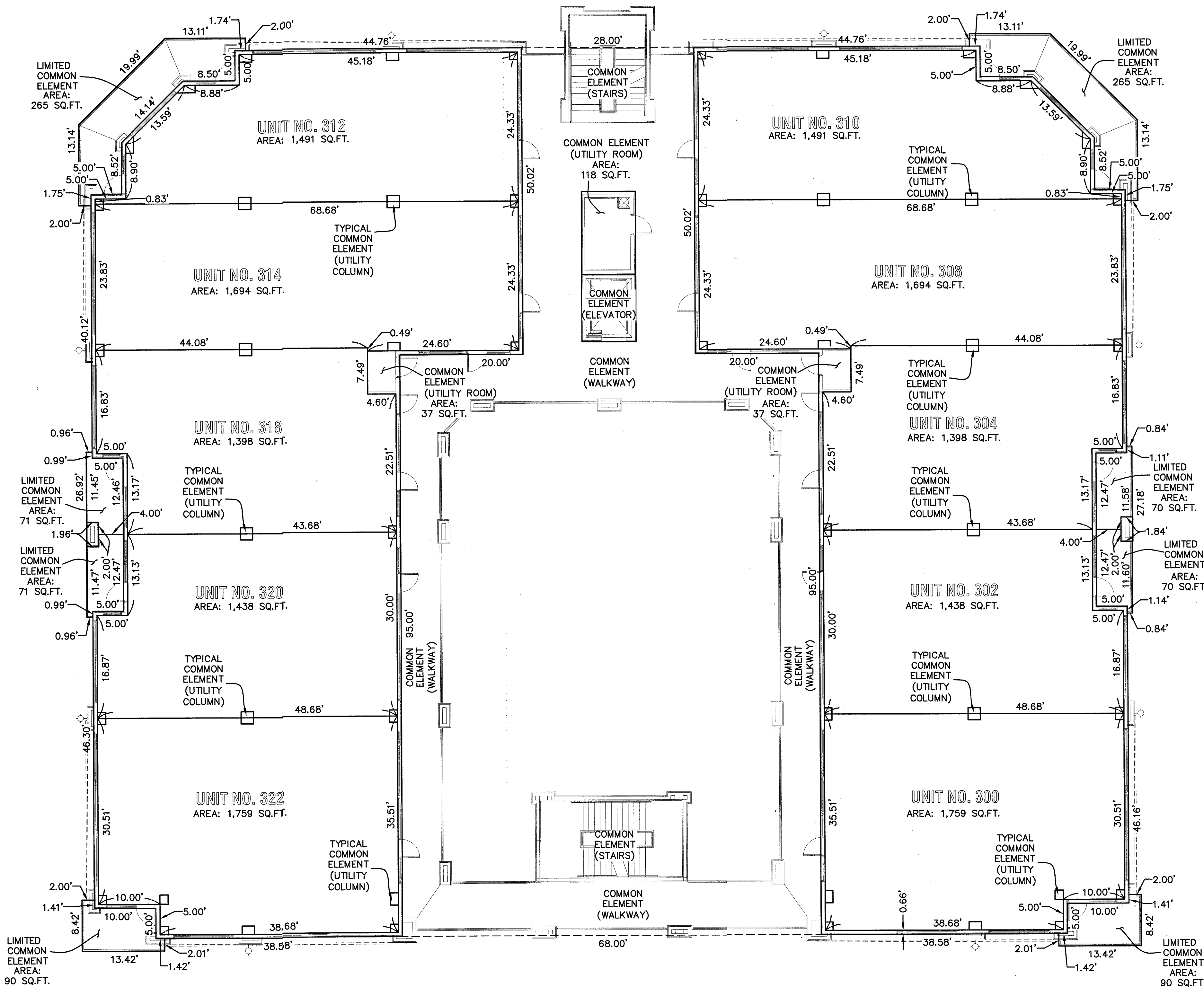
NOTES:

THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:

(A) THE VERTICAL BOUNDARIES ARE THE EXTERIOR SURFACES OF THE PERIMETER BUILDING WALLS (AND THE EXTERIOR SURFACE OF ANY WINDOWS OR DOORS IN THE PERIMETER BUILDING WALLS) SURROUNDING THE UNIT AND A VERTICAL PLANE RUNNING THROUGH THE CENTER OF ANY PARTY WALL;

(B) THE UPPER HORIZONTAL BOUNDARY OF UNITS ON THE FIRST FLOOR IS A HORIZONTAL PLANE 9.16 FEET ABOVE THE CONCRETE FLOOR SLAB. THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE SECOND FLOOR IS A HORIZONTAL PLANE 9.16 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE SECOND FLOOR. THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE THIRD FLOOR IS A HORIZONTAL PLANE 9.16 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE THIRD FLOOR; AND

(C) THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE FIRST FLOOR IS THE TOP OF THE CONCRETE FLOOR SLAB. THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE SECOND FLOOR IS THE TOP OF THE CONCRETE FLOOR ON THE SECOND FLOOR. THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE THIRD FLOOR IS THE TOP OF THE CONCRETE FLOOR ON THE THIRD FLOOR.

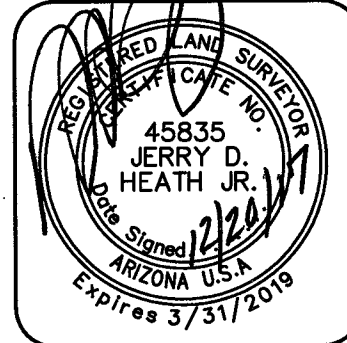


NO.	DATE	REVISION	BY

PURPOSE:
CONDOMINIUM PLAT

DRAWN BY: PJE
CHECKED BY: JDH

HUNTER
ENGINEERING
CIVIL AND SURVEY



CONDOMINIUM PLAT FOR OFFICES AT
"SURPRISE PROFESSIONAL CENTER"

LOT 2, OF BELL AND REIMS, ACCORDING TO PLAT RECORDED IN BOOK 1083 OF MAPS, PAGE 14, AND AFFIDAVIT OF CORRECTION RECORDED MAY 10, 2011 IN RECORDING NUMBER 2011-0395406 OF OFFICIAL RECORDS, ALL IN THE SOUTHWEST QUARTER, SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 5
TOWNSHIP: 3N.
RANGE: 1W.

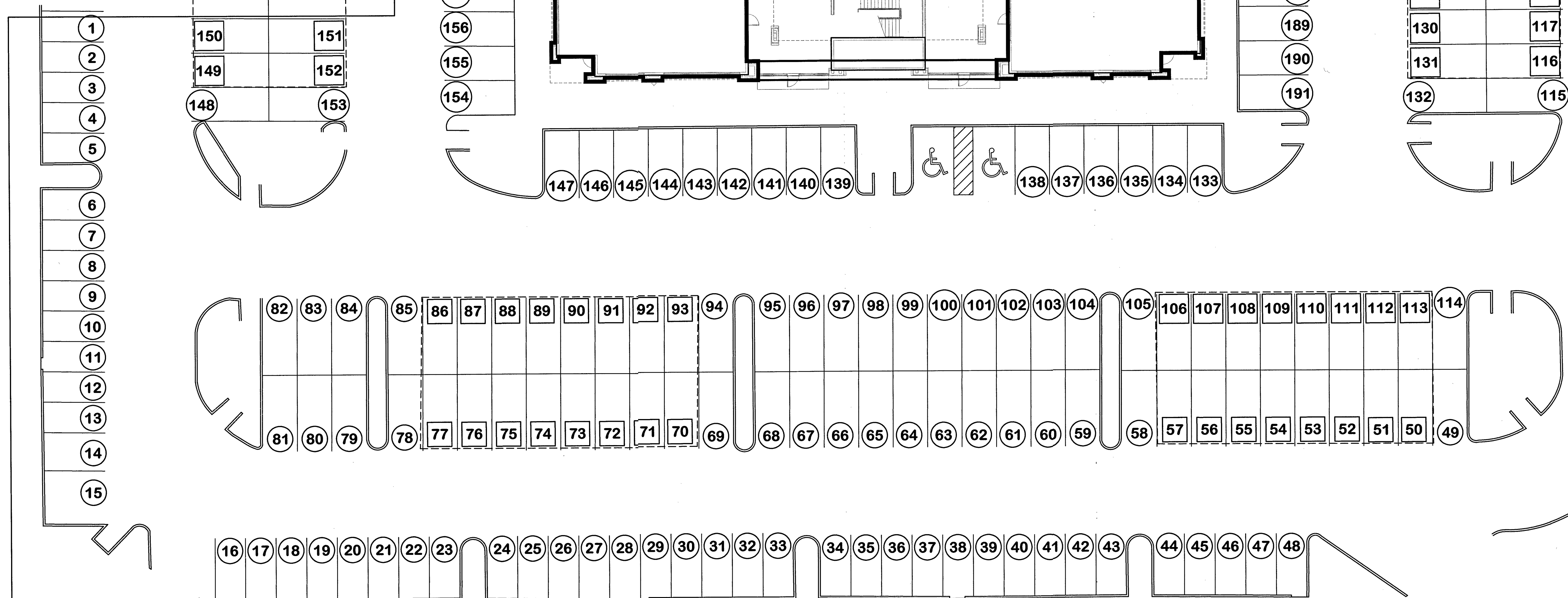
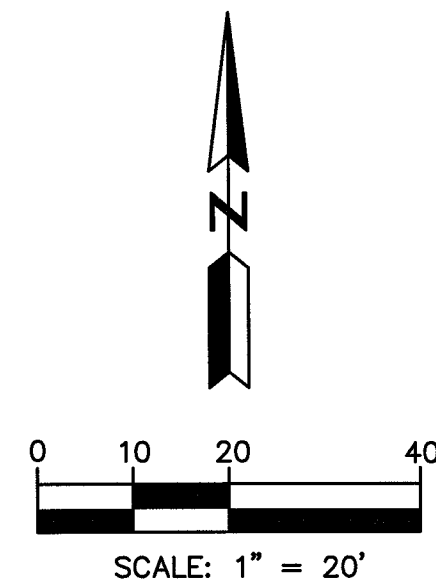
JOB NO.:
RRSC005-CP01

SCALE
1"=30'

SHEET
5 OF 6

- # OPEN ASSIGNED PARKING SPACE NUMBER
- # COVERED ASSIGNED PARKING SPACE NUMBER

BK. 1083, PG. 14, M.C.R.
A.P.N. 509-12-836
DEED NO. 20120507168, M.C.R.
"NOT A PART"



LOT 1

CIVIL AND SURVEY

HUNTER
ENGINEERING

CONDOMINIUM PLAT PARKING

SECTION: 5
TWNSHIP: 3N.
RANGE: 1W.

JOB NO.:
RRSC005-CP01

SCALE
N.T.S.

SHEET
6 OF 6

NO.	DATE	REVISION

PURPOSE:
CONDOMINIUM PLAT

DRAWN BY: PJE
CHECKED BY: JDH



SURPRISE
ARIZONA

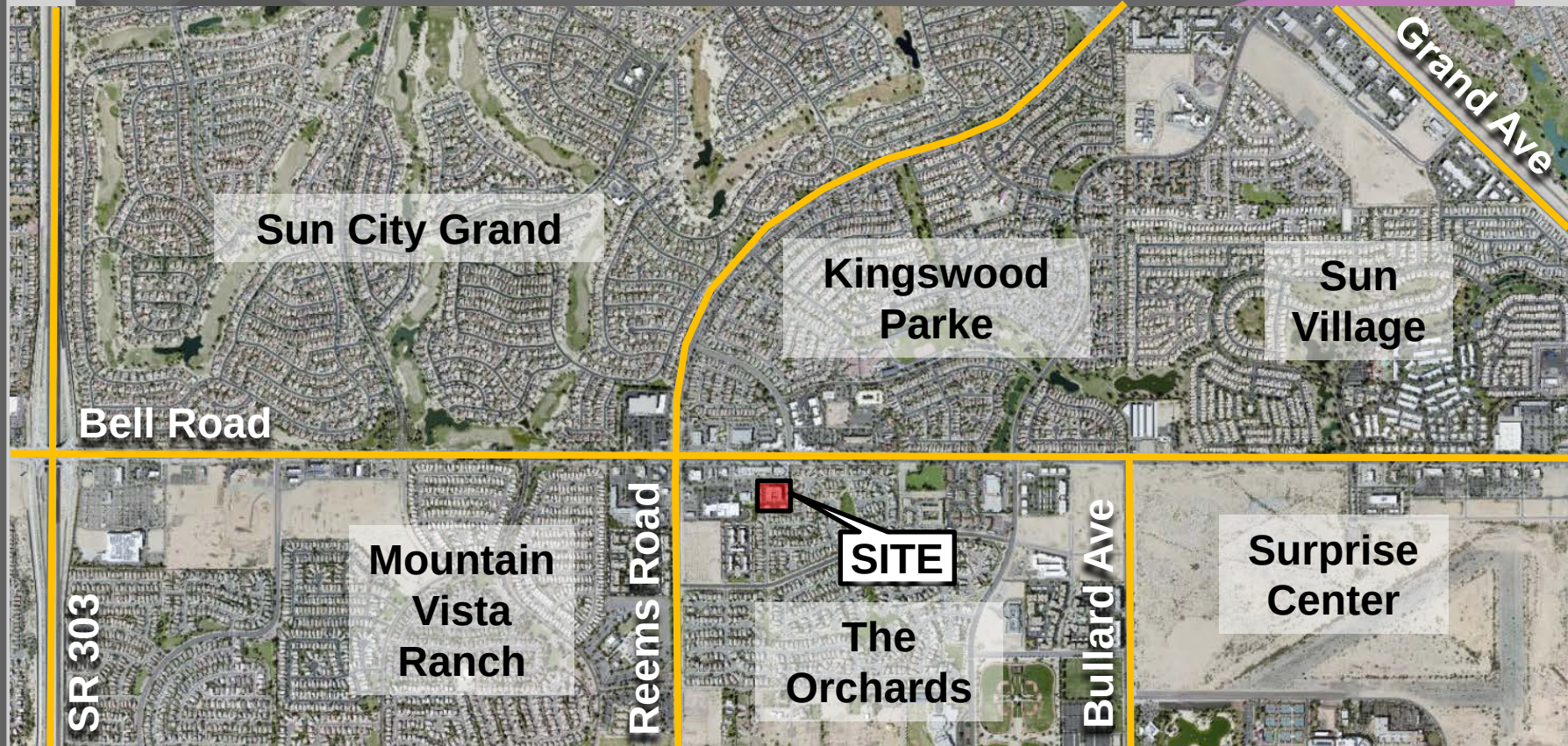
FS17-075

Surprise Professional Center Final / Condo Plat

MAYOR AND CITY COUNCIL JANUARY 16, 2018

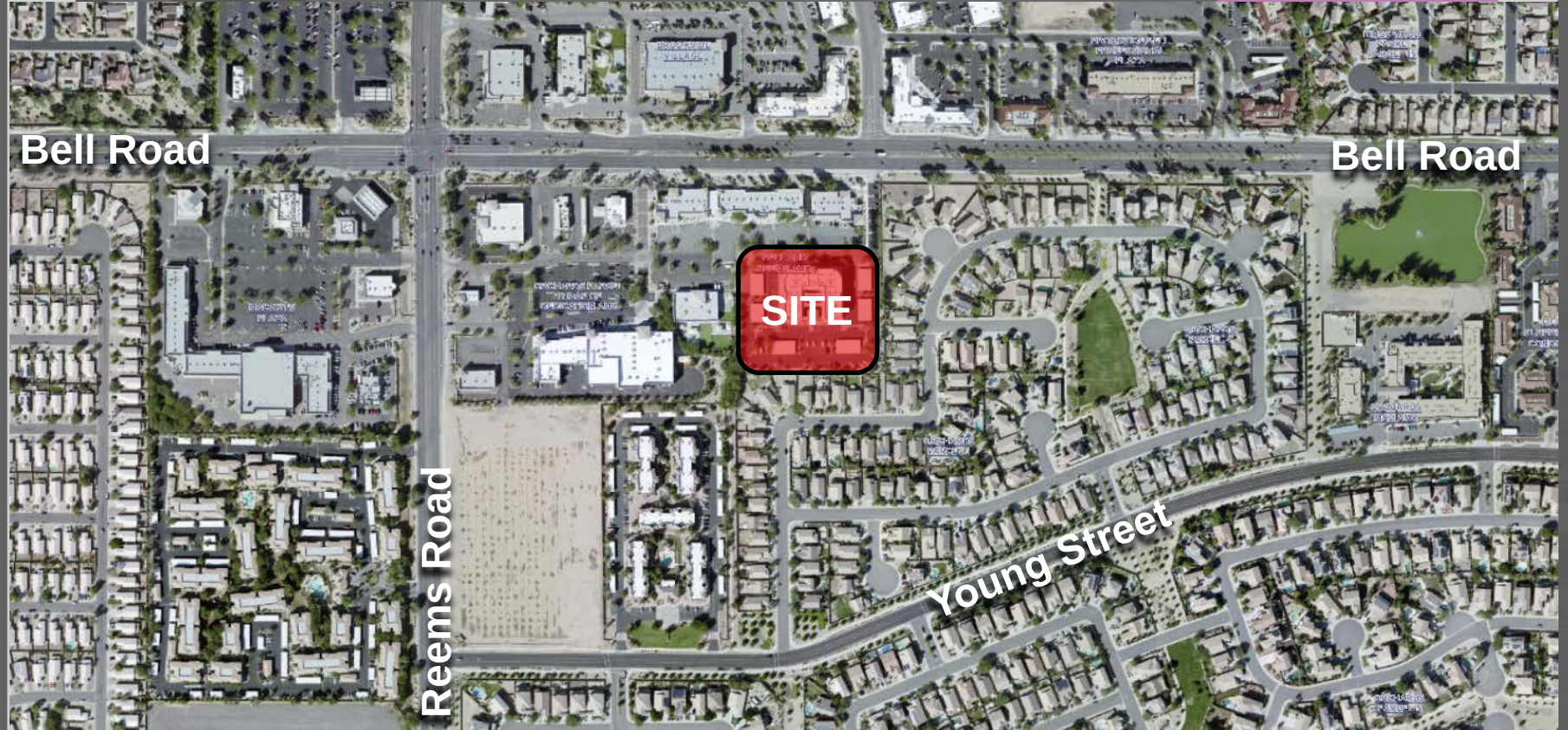
VICINITY MAP

FS17-672
Surprise Professional



VICINITY MAP

FS17-672
Surprise Professional



ZONING

FS17-672
Surprise Professional

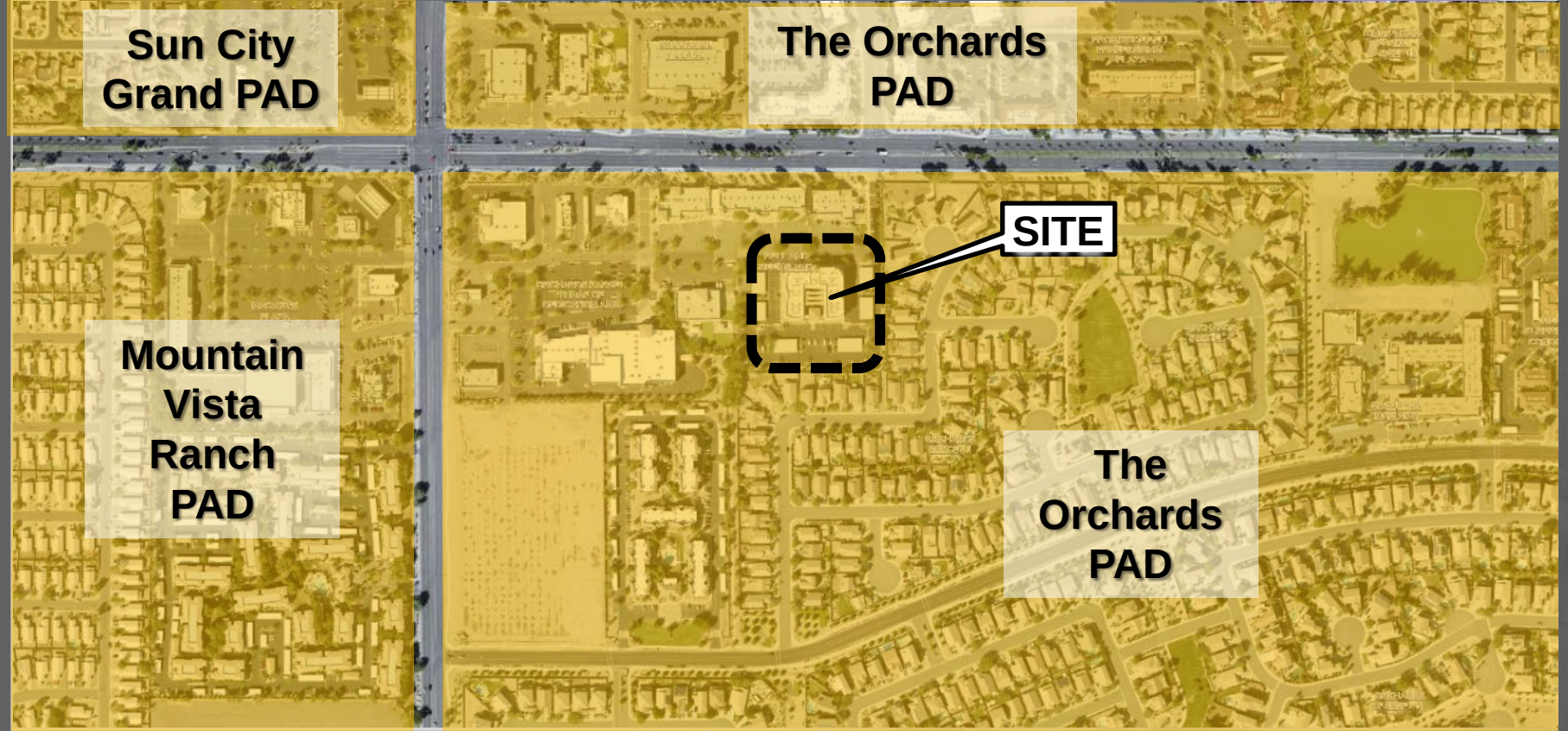
**Sun City
Grand PAD**

**The Orchards
PAD**

**Mountain
Vista
Ranch
PAD**

SITE

**The
Orchards
PAD**



LOT 2, OF BELL AND REEMS, ACCORDING TO PLAT RECORDED IN BOOK 1083 OF MAPS, PAGE 14, AND AFFIDAVIT OF CORRECTION RECORDED MAY 10, 2011 IN RECORDING NUMBER 2011-0395406 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA.

KNOW ALL PERSONS BY THESE PRESENT

OWNER HEREBY PUBLISHES THIS PLAT SO THAT HEREAFTER THE CONDOMINIUM SHALL BE AS DEPICTED HEREON

ITS:

VICINITY MAP:

CERTIFICATION

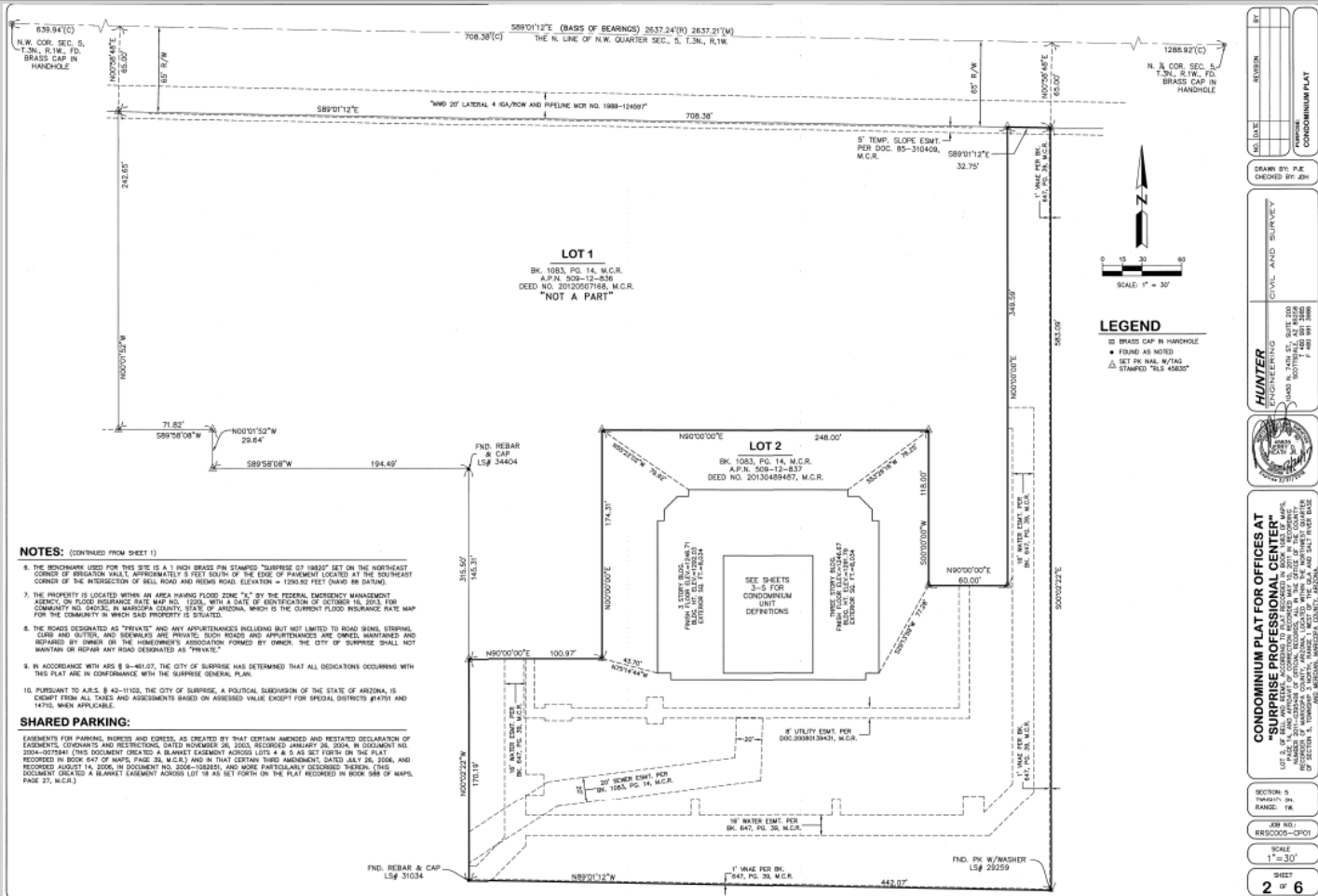
I, JERRY S. HEATH, JR., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAN, CONSISTING OF 8 SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF APRIL 2017, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST OR WILL BE SET PRIOR TO THE RECORDING OF THIS PLAN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN

NOTARY PUBLIC _____ DATE COMMISSION _____

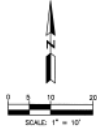
ATTEST: _____
CITY CLERK DATE

4

Final/Condo Plat



"SURPRISE PROFESSIONAL CENTER" 1ST FLOOR CONDOMINIUM PLAT



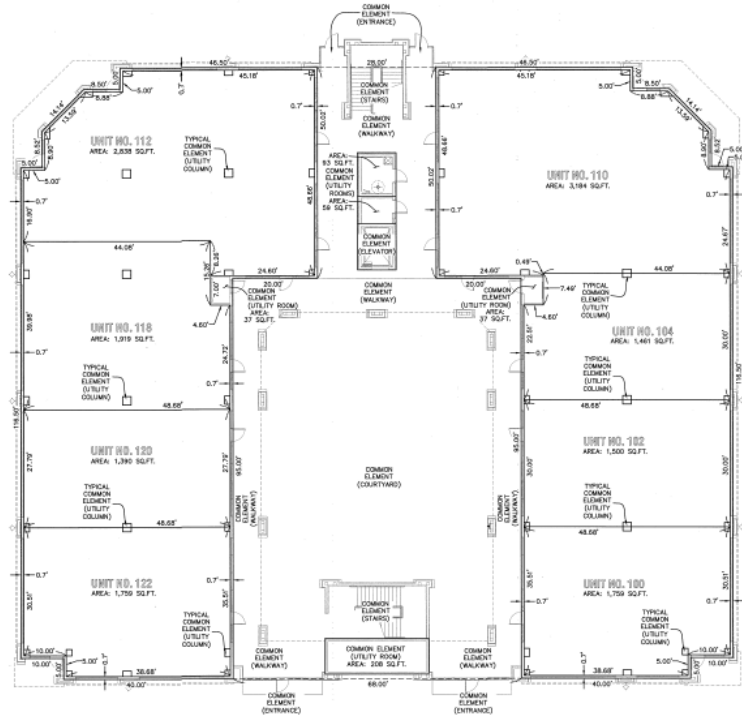
NOTES:

THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:

(A) THE VERTICAL BOUNDARIES ARE THE EXTERIOR SURFACES OF THE PERIMETER BUILDING WALLS (AND THE EXTERIOR SURFACE OF ANY WINDOWS OR DOORS IN THE PERIMETER BUILDING WALLS) SURROUNDING THE UNIT AND A VERTICAL PLANE RUNNING THROUGH THE CENTER OF ANY PARTY WALL.

(B) THE UPPER HORIZONTAL BOUNDARY OF UNITS ON THE FIRST FLOOR IS A HORIZONTAL PLANE 8.00 FEET ABOVE THE CONCRETE FLOOR SLAB. THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE SECOND FLOOR IS A HORIZONTAL PLANE 8.10 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE SECOND FLOOR. THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE THIRD FLOOR IS A HORIZONTAL PLANE 8.10 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE THIRD FLOOR; AND

(C) THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE FIRST FLOOR IS THE TOP OF THE CONCRETE FLOOR SLAB. THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE SECOND FLOOR IS THE TOP OF THE CONCRETE FLOOR OF THE SECOND FLOOR. THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE THIRD FLOOR IS THE TOP OF THE CONCRETE FLOOR OF THE THIRD FLOOR.



BY:	
REVISION:	
DATE:	
CONDOMINIUM PLAT	

DRAWN BY: P.E.
CHECKED BY: JEH

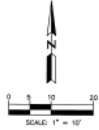
CIVIL AND SURVEY
HUNTER
ENGINEERING
1000 N. 74th St., Suite 200
Scottsdale, AZ 85258
TEL: 480.344.1100
F: 480.344.1100



"SURPRISE PROFESSIONAL CENTER" 1ST FLOOR CONDOMINIUM PLAT

UNIT 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 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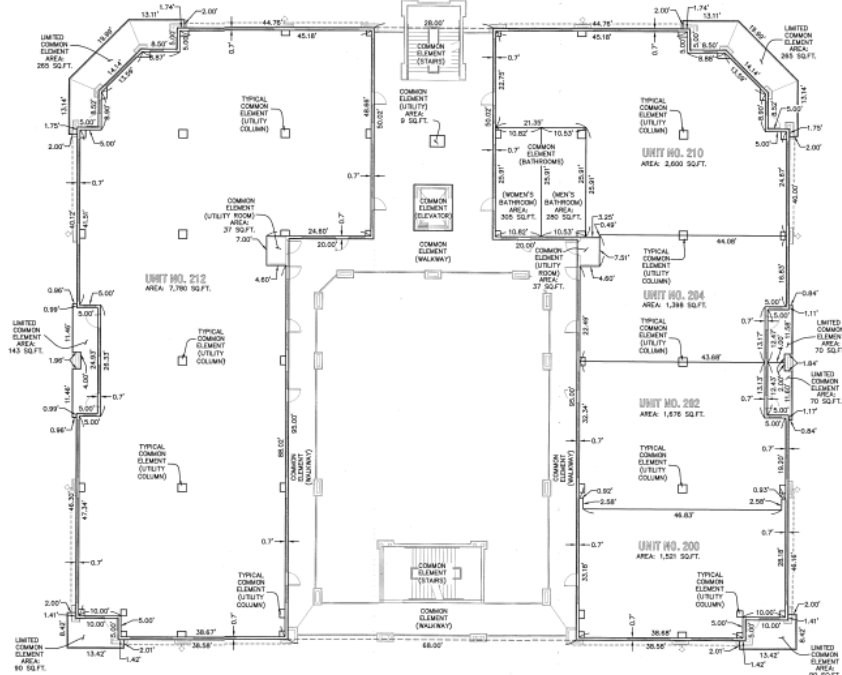
"SURPRISE PROFESSIONAL CENTER" 2ND FLOOR CONDOMINIUM PLAT



NOTES:

THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:

- THE VERTICAL BOUNDARIES ARE THE EXTERIOR SURFACES OF THE PERIMETER BUILDING WALLS (AND THE EXTERIOR SURFACES OF ANY WINDOWS OR DOORS IN THE PERIMETER BUILDING WALLS) SURROUNDING THE UNIT AND A VERTICAL PLANE RUNNING THROUGH THE CENTER OF ANY PARTY WALL.
- THE UPPER HORIZONTAL BOUNDARY OF UNITS ON THE FIRST FLOOR IS A HORIZONTAL PLANE 8.16 FEET ABOVE THE CONCRETE FLOOR SLAB. THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE SECOND FLOOR IS A HORIZONTAL PLANE 8.16 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE UNITS ON THE THIRD FLOOR AND IS A HORIZONTAL PLANE 8.16 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE THIRD FLOOR; AND
- THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE FIRST FLOOR IS THE TOP OF THE CONCRETE FLOOR SLAB. THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE SECOND FLOOR IS THE TOP OF THE CONCRETE FLOOR OF THE UNITS ON THE THIRD FLOOR AND IS A HORIZONTAL PLANE 8.16 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE THIRD FLOOR.



AS SHOWN	REVISION	BY

DRAWN BY: PUE
CHECKED BY: JH

CIVIL AND SURVEY
HUNTER
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
NO. 12345
EXPIRATION DATE 12/31/2025
P. 440 891 3000



CONDOMINIUM PLAT FOR OFFICES AT
"SURPRISE PROFESSIONAL CENTER"
LOT 5, OF 10, IN THE 10TH FLOOR, OF THE "SURPRISE PROFESSIONAL CENTER"
BUILDING, SITUATED IN THE CITY OF HOUSTON, TEXAS, AND PART OF THE
COUNTY OF HARRIS, TEXAS, AS SHOWN ON THE PLAT OF THE
SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE 10TH AND 11TH MERIDIAN.

SECTION 5
TOWNSHIP 3N
RANGE 1W

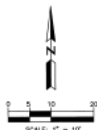
JOB NO.:
HNS0005-CP01

SCALE:
1"=30'

SHEET
4 OF 6

Final/Condo Plat

Final/Condo Plat



THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:

- (A) THE VERTICAL BOUNDARIES ARE THE EXTERIOR SURFACES OF THE PERIMETER BUILDING WALLS AND THE EXTERIOR SURFACES OF THE PARTITION WALLS OF THE PERIMETER BUILDING WALLS SURROUNDING THE UNIT AND A VERTICAL PLANE RUNNING THROUGH THE CENTER OF THE UNIT.
- (B) THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE FIRST FLOOR IS A HORIZONTAL PLANE 0.16 FEET ABOVE THE CONCRETE FLOOR SLAB. THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE SECOND FLOOR IS A HORIZONTAL PLANE 0.16 FEET ABOVE THE CONCRETE FLOOR SLAB. THE UPPER HORIZONTAL BOUNDARY OF THE UNITS ON THE THIRD FLOOR IS A HORIZONTAL PLANE 0.30 FEET ABOVE THE TOP OF THE CONCRETE FLOOR OF THE THIRD FLOOR; AND
- (C) THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE FIRST FLOOR IS THE TOP OF THE CONCRETE FLOOR OF THE FIRST FLOOR. THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE SECOND FLOOR IS THE TOP OF THE CONCRETE FLOOR OF THE SECOND FLOOR. THE LOWER HORIZONTAL BOUNDARY OF A UNIT ON THE THIRD FLOOR IS THE TOP OF THE CONCRETE FLOOR OF THE THIRD FLOOR.

DATE	REVISION	BY
DRAWN BY: PJE CHECKED BY: JPH		
PROJECT: CONDOMINIUM PLAT		
CIVIL AND SURVEY HUNTER 1540 N. 76TH ST., SUITE 200 OMAHA, NE 68114 (402) 466-1111 F 402 591 3388		
		
CONDOMINIUM PLAT FOR OFFICES AT "SURPRISE PROFESSIONAL CENTER" LOT 2, OF MAP AND BLOCK, ACCORDING TO A PLAN RECORDED IN BOOK 1003 OF PLATS, PAGE 10, IN THE PUBLIC RECORDS OF THE COUNTY OF DUBLUQUE, NEBRASKA, AND THE CITY OF OMAHA, NEBRASKA, NAMED "OFFICES AT SURPRISE PROFESSIONAL CENTER", BEING A SUBDIVISION OF SECTION 3 NORTH, RANGE 6 WEST OF THE 24TH AND 25TH MERIDIAN, TOWNSHIP 3 NORTH, RANGE 6 WEST OF THE 24TH AND 25TH MERIDIAN		
SECTION 5: TOWNSHIP 3N, R6W RANGE: 6W JOB NOS. 880000000-0001 SCALE 1" = 30' SHEET 5 OF 6		



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

Back Print

Council Meeting Date:	January 16, 2018	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	6
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Replat entitled, “Skyway Commons Phase I” dated October 4, 2017, a property generally located on the southwestern corner of Dysart and Rioglass Solar Roads.

Motion:

I move to approve the Replat entitled, “Skyway Commons Phase I,” dated October 4, 2017.

Background:

Cawley Architects, on behalf of Skyway, LLC, seeks approval of an Amended Final Plat to redistribute five (5) parcels into two (2) 4.59 and 5.05 acre parcels. The overall 9.64 acre Business Park Center, known as Skyway Crossings I, will provide a lot division to provide land for a multi-building speculative project along Dysart Road in the Southwest Railplex Center.

Objective Analysis:

Staff believes the proposed Amended Final Plat is consistent with the manner and intent of the Surprise Municipal Code. Once platted, the site will be able to be developed in accordance with the requirements of the City of Surprise and the approved Site Plan.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:**Click to download**

- ☐ [00 - : FS17-075 – Skyway Commons I Amended Final Plat - Staff Report](#)
 - ☐ [01 - : FS17-075 – Skyway Commons I Amended Final Plat - Vicinity Map](#)
 - ☐ [02 - FS17-075 – Skyway Commons I Amended Final Plat](#)
 - ☐ [03 - FS17-075 – Skyway Commons Phase I Amended Final Plat - Master Site Plan](#)
 - ☐ [04 - : FS17-075 – Skyway Commons I Amended Final Plat - Presentation](#)
-

AMENDED FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS17-075

Project Name: Skyway Commons Phase I Amended Final Plat

Council District: 6 – Palo Verde

Meeting Date: January 16, 2018

Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

Owner: Skyway, LLC

Applicant: Cawley Architects

Request: An Amended Final Plat to redistribute five (5) parcels into two (2) parcels ranging in size from 4.59 acres to 5.05 acres

Site Location: Generally, on the southwestern corner of Dysart and Rioglass Solar Roads

Site Size: The area to be replatted encompasses approximately 9.64 acres

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

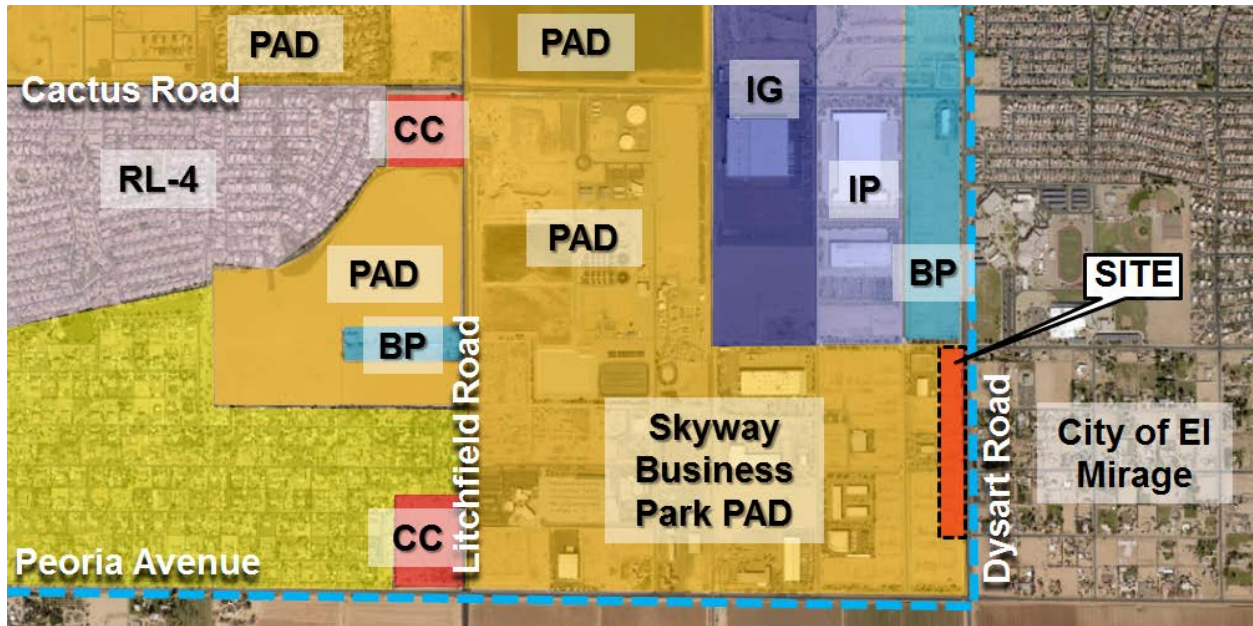
Support/Opposition: No support or opposition was encountered

Project Description:

Cawley Architects, on behalf of Skyway, LLC, seeks approval of an Amended Final Plat to redistribute five (5) parcels into two (2) 4.59 and 5.05 acre parcels. The overall 9.64 acre Business Park Center, known as Skyway Crossings I, will provide a lot division to provide land for a multi-building speculative project along Dysart Road in the Southwest Railplex Center.

EXISTING ZONING:

The following map and chart depicts the existing zoning of the subject site and its surroundings:



Business Park (BP) Skyway Commons Phase 2	Business Park (BP) Skyway Commons Phase 2	City of El Mirage Rural Area Zone
Business Park (BP) APS Utility Yard, BP Users, and Vacant	Skyway Business Park PAD	City of El Mirage Rural Area Zone
Skyway Business Park PAD Vacant	Skyway Business Park PAD Vacant	City of El Mirage Rural Area Zone

Background:

June 26, 1997: The subject parcels were annexed into the City of Surprise.

July 28, 2005: The Mayor and City Council approved the Skyway Business Park PAD under Case PAD05-130.

October 25, 2005: The Mayor and City Council approved a Preliminary Plat for Skyway Business Park under Case PP05-263.

December 22, 2005: The Mayor and City Council approved a Final Plat for Skyway Business Park under Case FP05-331.

March 20, 2007: The Planning and Zoning Commission approved a Site Plan for a 25,000 square foot speculative building under Case SP06-429. The case has since expired.

December 4, 2007: The Planning and Zoning Commission approved a Site Plan for an 85,000 square foot self-storage facility under Case SP06-488. The case has since expired.

December 18, 2007: The Planning and Zoning Commission approved a Site Plan for a 15,000 square foot speculative building under Case SP06-430. The case has since expired.

July 21, 2016: Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under Case CR16-290.

February 2, 2017: The applicant filed a request for a Site Plan and Final Plat under Case FS17-075, the subject case.

January 4, 2018: The Planning and Zoning Commission approved a Site Plan for the subject property under Case FS17-075, the subject case.

Analysis and Discussion:

Cawley Architects, on behalf of Skyway, LLC, seeks approval of an Amended Final Plat to redistribute five (5) parcels into two (2) 4.59 and 5.05 acre parcels. The lot division will provide land for a multi-building speculative project along Dysart Road in the Southwest Railplex Center.

An accompanying Site Plan for the multi-building speculative project known as Skyway Commons I was heard by the Planning and Zoning Commission on January 4, 2018. The proposed facility was approved with a condition that the Site Plan was not deemed approved until such time the subject Amended Final Plat is approved by the City Council.

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Employment Character Area, which supports uses such as that proposed.

REVIEWING AGENCIES:

Luke Air Force Base (LAFB): In a letter dated December 5, 2016, LAFB indicates no objections to the request, but advises the applicant review sound attenuation requirements and engage in a strong notification program with respect to the air base and its operations.

Maricopa Water District (MWD): In an email dated November 28, 2016, MWD indicated the proposal will not impact MWD.

Arizona Department of Transportation (ADOT): In an email dated November 30, 2016, ADOT indicated the proposal will have no impact on existing highway facilities.

Summary:

Staff believes the proposed Amended Final Plat is consistent with the manner and intent of the Surprise Municipal Code. Once platted, the site will be able to be developed in accordance with the requirements of the City of Surprise and the accompanying Site Plan.

102 **Findings:**

- 103 • The proposed Amended Final Plat is consistent with the Surprise General Plan 2035.
104 • The proposed Amended Final Plat is consistent with the Surprise Municipal Code.
105 • The proposed Amended Final Plat is consistent with the Skyway Business Park PAD.
106 • The reviewing agencies have indicated no objections to the request.

107

108 **Attachments:**

- 109 01 - Vicinity Maps
110 02 - Amended Final Plat
111 03 - Master Site Plan
112 04 - PowerPoint

VICINITY MAP

FS17-075
Skyway Commons 1

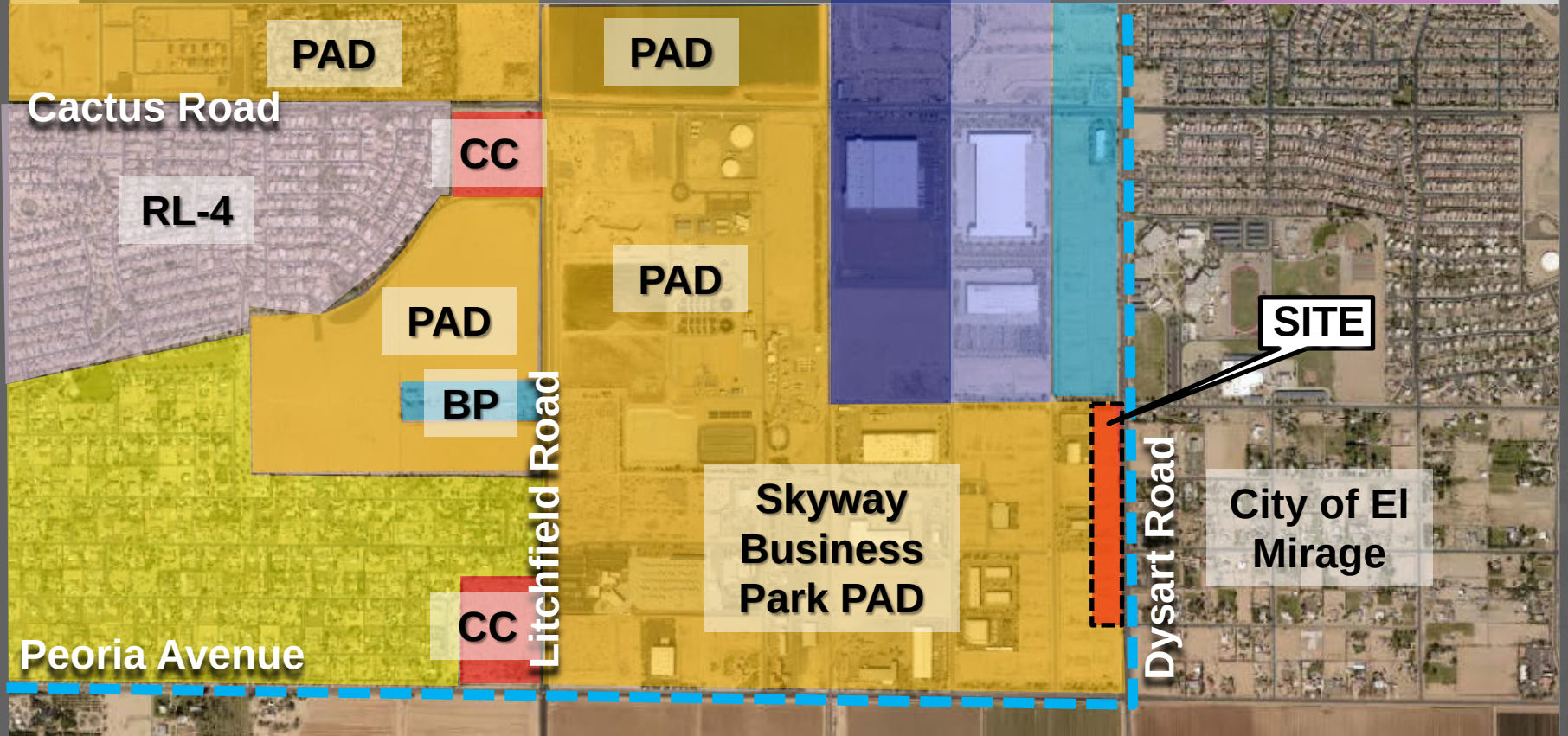


VICINITY MAP

FS17-075
Skyway Commons 1

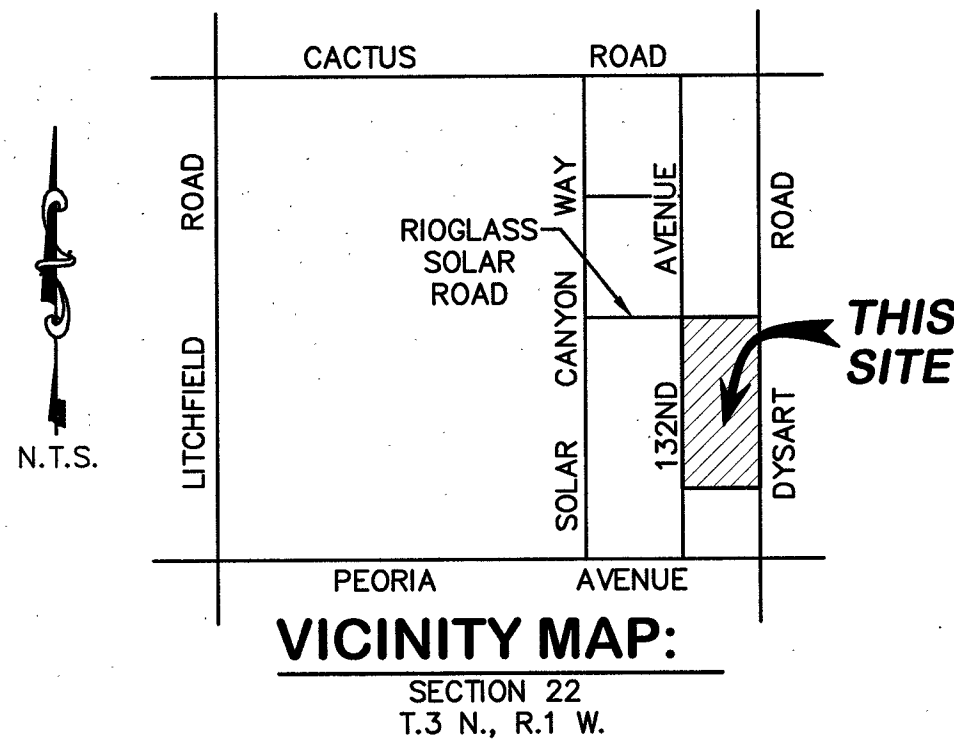


ZONING



"SKYWAY COMMONS PHASE 1"
A REPLAT IN THE CITY OF SURPRISE

A REPLAT OF UNITS 21, 22 AND 24, FINAL PLAT FOR SKYWAY BUSINESS PARK, ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 15, 2006 IN RECORDING NO. 20060348844, AND FIRST AMENDMENT RECORDED JANUARY 22, 2007 IN RECORDING NO. 20070081517, SECOND AMENDMENT RECORDED JANUARY 30, 2007 IN RECORDING NO. 20070119250, AND SECOND AMENDMENT RECORDED MARCH 24, 2011 IN RECORDING NO. 20110253525 AND PLAT RECORDED IN BOOK 808 OF MAPS, PAGE 23, AND CERTIFICATE OF CORRECTION RECORDED JANUARY 27, 2011 IN RECORDING NO. 20110076228, RECORDS OF MARICOPA COUNTY, ARIZONA; TOGETHER WITH A PROPORTIONATE INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND ON SAID PLAT, TOGETHER WITH LOTS 23 AND 23A, OF REPLAT FOR A PORTION OF SKYWAY BUSINESS PARK -LOT 23, ACCORDING TO THE PLAT RECORDED IN BOOK 957 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



DEDICATION:

STATE OF ARIZONA

COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS: THAT SKYWAY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ('OWNER'), HAS SUBDIVIDED UNDER THE NAME "SKYWAY COMMONS PHASE 1", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "SKYWAY COMMONS PHASE 1" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE PUBLIC A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS AND SHARED ACCESS TO EACH PARCEL CREATED BY THIS PLAT.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ('USAF') AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS

_____ DAY OF _____, 2017.

BY: SKYWAY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,

BY: _____
MOSHE SILAGI

ITS _____

ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ }SS

ON _____, 2017, BEFORE ME _____

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

NOTARY SEAL

NOTES:

1. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES, AND WOOD, WIRE OR REMOVABLE SECTION-TYPE FENCING UNLESS APPROVED OTHERWISE BY THE CITY OF SURPRISE.
2. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
3. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
4. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS, NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE.
5. ALL UTILITIES SHALL BE PLACED UNDERGROUND.
6. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT THE MAINTENANCE OF ANY PRIVATE STREETS, PRIVATE UTILITIES, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THE PROJECT.
7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE FIFTY-YEAR, TWENTY-FOUR-HOUR STORM WITHIN THIRTY-SIX (36) HOURS. OWNER(S) OF ANY BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
8. ALL DRYWELLS ON THIS PROJECT SHALL BE MAINTAINED BY THE OWNER(S) AND ARE TO BE REPLACED BY THE OWNER(S) WHEN THEY CEASE TO DRAIN THE SURFACE WATER IN A THIRTY-SIX (36) HOUR PERIOD. REGULAR MAINTENANCE OF THE DRYWELL SILTING CHAMBER IS REQUIRED TO ACHIEVE THE BEST OPERATION OF THE DRYWELL.
9. ALL INDIVIDUAL LOT PROPERTY CORNERS SHALL BE SET WITH 1/2" REBAR AND CAP BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
10. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
11. ALL COMMERCIAL/INDUSTRIAL BUILDINGS SHALL BE EQUIPPED WITH A FIRE SPRINKLING SYSTEM, SUBJECT TO THE REVIEW AND APPROVAL BY THE CITY OF SURPRISE FIRE CHIEF OR THE FIRE CHIEF'S DESIGNEE.
12. ZONING FOR THIS PROPERTY IS B.P.
13. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP NUMBER 1680I, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 04013C, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
14. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
15. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

RELEASE OF LIABILITY:

SKYWAY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ('OWNER') DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY.

PUBLIC NOTICE:

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

BENCHMARK:

CITY OF SURPRISE BENCHMARK, BRASS DISK SET IN CONCRETE BASE OF SIGNAL POLE AT NW CORNER OF LITCHFIELD RD. AND PEORIA AVE. STAMPED "A11".
NAVD 88 ELEVATION = 1124.19'

BASIS OF BEARING:

COORDINATE SYSTEM: GDACS 4FB1 CONTROL POINT
DATUM: GPS 80
PROJECTION: NAD 83, ARIZONA CENTRAL ZONE
GEOID MODEL: GEOID 99
PER FINAL PLAT FOR SKYWAY BUSINESS PARK, BK. 808, PG. 23, M.C.R.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 22, T.3N., R.1W. OF THE GILA AND SALT RIVER BASE AND MERIDIAN WHICH BEARS SOUTH 00° 29' 09" EAST PER THE FINAL PLAT FOR SKYWAY BUSINESS PARK PER BOOK 808 OF MAPS, PAGE 23 OF THE RECORDS OF MARICOPA COUNTY, ARIZONA.

OWNER:

SKYWAY LLC
101 HODENCAMP ROAD, SUITE 200
THOUSAND OAKS, CA 91360
CONTACT: MOSHE SILAGI
PHONE: 805-494-7704

DEVELOPER

LGE CORPORATION
740 N. 52ND STREET
PHOENIX, ARIZONA 85008
PHONE: (480) 966-4001
FAX: (480) 966-9001
CONTACT: FRANK PETTIT

SURVEYOR:

HUNTER ENGINEERING, INC.
10450 N. 74TH STREET, SUITE 200
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JAMES A. BRUCCI

LOT AREA TABLE:

LOT 1 AREA: 219,934 SQ. FT.±, OR 5.049 AC.±

LOT 2 AREA: 200,005 SQ. FT.±, OR 4.591 AC.±

TOTAL AREA: 419,939 SQ.FT.±, OR 9.640 AC.±

SERVING UTILITIES:

SEWER	CITY OF SURPRISE
WATER	CITY OF SURPRISE
ELECTRICITY	ARIZONA PUBLIC SERVICE
TELEPHONE	QWEST COMMUNICATIONS
CABLE TV	COX COMMUNICATIONS
GAS	SOUTHWEST GAS COMPANY
FIRE AND EMERGENCY	CITY OF SURPRISE
POLICE	CITY OF SURPRISE

LEGAL DESCRIPTIONS:

UNITS 21, 22 AND 24, FINAL PLAT FOR SKYWAY BUSINESS PARK, ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 15, 2006 IN RECORDING NO. 20060348844, AND FIRST AMENDMENT RECORDED JANUARY 22, 2007 IN RECORDING NO. 20070081517, SECOND AMENDMENT RECORDED JANUARY 30, 2007 IN RECORDING NO. 20070119250, AND SECOND AMENDMENT RECORDED MARCH 24, 2011 IN RECORDING NO. 20110253525 AND PLAT RECORDED IN BOOK 808 OF MAPS, PAGE 23, AND CERTIFICATE OF CORRECTION RECORDED JANUARY 27, 2011 IN RECORDING NO. 20110076228, RECORDS OF MARICOPA COUNTY, ARIZONA; TOGETHER WITH A PROPORTIONATE INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND ON SAID PLAT.

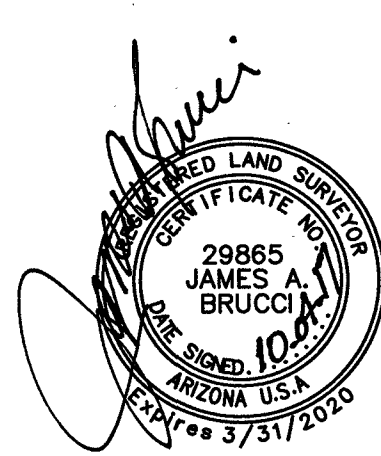
LOTS 23 AND 23A, OF REPLAT FOR A PORTION OF SKYWAY BUSINESS PARK -LOT 23, ACCORDING TO THE PLAT RECORDED IN BOOK 957 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

CERTIFICATION:

I, JAMES A. BRUCCI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER 2016, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT ALL EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES A. BRUCCI, R.L.S. #29865

DATE PLAT MAP PREPARED: OCTOBER 4, 2017



CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____

DAY OF _____, 2017, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS

_____ DAY OF _____, 2017.

MAYOR DATE

ATTEST: _____
CITY CLERK DATE

RECORDER

SECTION: 22
TWNHP: 3N
RANGE: 1W

JOB NO.:
LGECD207-SP

SCALE
N.T.S.

SHEET
1 OF 2

"SKYWAY COMMONS PHASE 1"
A REPLAT IN THE CITY OF SURPRISE

LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

HUNTER
ENGINEERING

CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

NO.	DATE	REVISION	BY

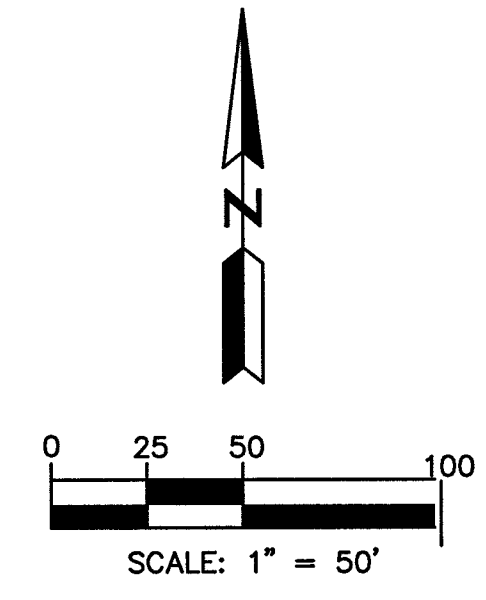
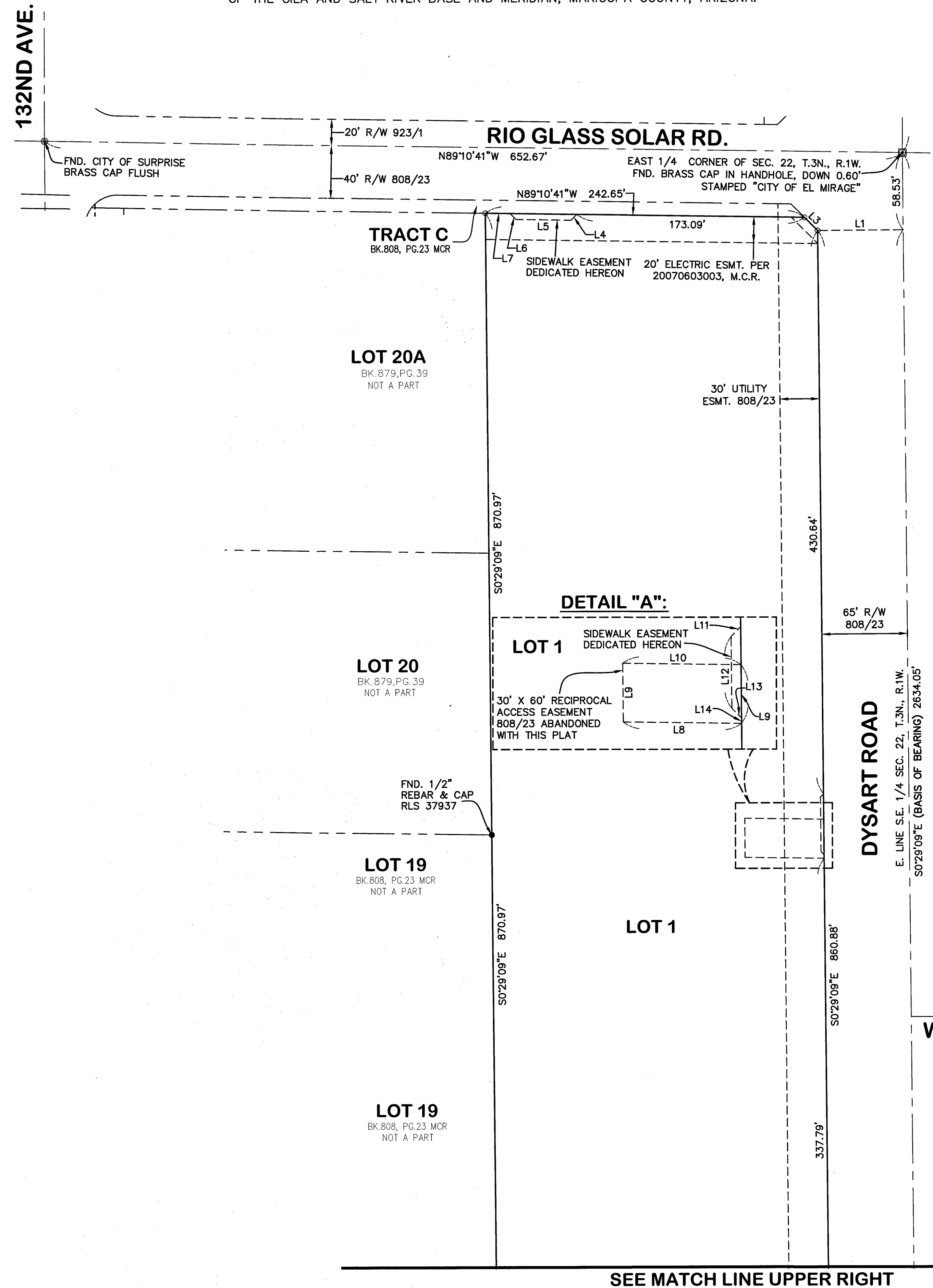
PURPOSE:
FINAL PLAT

DRAWN BY: PJE
CHECKED BY: JAB

"SKYWAY COMMONS PHASE 1"

A REPLAT IN THE CITY OF SURPRISE

A REPLAT OF UNITS 21, 22 AND 24, FINAL PLAT FOR SKYWAY BUSINESS PARK, ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 15, 2006 IN RECORDING NO. 20060348844, AND FIRST AMENDMENT RECORDED JANUARY 22, 2007 IN RECORDING NO. 20070081517, SECOND AMENDMENT RECORDED JANUARY 30, 2007 IN RECORDING NO. 20070119250, AND SECOND AMENDMENT RECORDED MARCH 24, 2011 IN RECORDING NO. 20110253525 AND PLAT RECORDED IN BOOK 808 OF MAPS, PAGE 23, AND CERTIFICATE OF CORRECTION RECORDED JANUARY 27, 2011 IN RECORDING NO. 20110076228, RECORDS OF MARICOPA COUNTY, ARIZONA; TOGETHER WITH A PROPORTIONATE INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND ON SAID PLAT, TOGETHER WITH LOTS 23 AND 23A, OF REPLAT FOR A PORTION OF SKYWAY BUSINESS PARK - LOT 23, ACCORDING TO THE PLAT RECORDED IN BOOK 957 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



- LEGEND:**
- ☐ BRASS CAP IN HANDHOLE
 - ⊙ BRASS CAP FLUSH
 - SET 1/2" REBAR & CAP STAMPED "RLS 29865"
 - MONUMENT LINE
 - PROPERTY LINE
 - - - EASEMENT LINE
 - - - RIGHT-OF-WAY LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°30'51"E	65.00'
L2	N89°30'51"E	65.00'
L3	S44°49'55"E	14.30'
L4	N45°40'23"E	6.28'
L5	S89°11'19"E	41.83'
L6	S44°04'18"E	6.29'
L7	S89°10'41"E	18.86'
L8	S89°11'57"E	60.02'
L9	S0°29'09"E	30.01'
L10	S89°11'57"E	60.02'
L11	N44°30'46"E	3.36'
L12	N0°30'49"W	41.83'
L13	N45°27'10"W	3.33'
L14	N0°29'09"W	2.77'
L15	N0°29'09"W	22.38'
L16	S89°30'51"W	11.93'
L17	N0°29'08"W	22.65'
L18	N0°29'08"W	31.77'
L19	N46°37'30"E	16.28'
L20	N0°29'09"W	43.13'

BY

REVISION

NO. DATE

PURPOSE: FINAL PLAT

DRAWN BY: PJE

CHECKED BY: JAB

HUNTER ENGINEERING

CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

"SKYWAY COMMONS PHASE 1"

A REPLAT IN THE CITY OF SURPRISE

LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

SECTION: 22

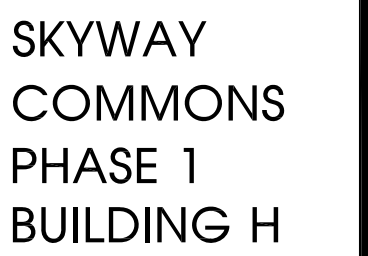
TOWNSHIP: 3N

RANGE: 1W

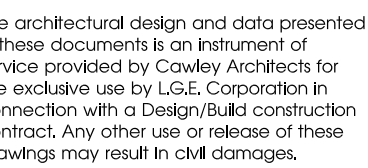
JOB NO.: LGEC207-SP

SCALE
1"=50'

SHEET
2 OF 2



DATE	
DUE DILIGENCE ACCESS EXHIBIT 06-01-2016	
CONCEPT REVIEW 06-30-2016	
BLANKS MEETING 07-14-2016	
C C & R SUBMITTAL 11-11-2016	
1ST CITY SUBMITTAL 02-01-2017	
 2ND CITY SUBMITTAL 09-13-2017	



discrepancies found in these documents, conflicts between these documents and actual field conditions shall be reported to Jewley Architects for resolution prior to commencement of the work, or proceed at Contractor's own risk.

discrepancies between bid amounts presented to L.G.E. Corporation and these documents shall be reported to L.G.E. prior to commencement of work.

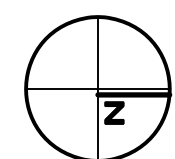
Project: JKWL

A1.1



1" = 60'-0"

0 15 30 60 120





SURPRISE
ARIZONA

FS17-075

Skyway Commons I Amended Final Plat

MAYOR AND CITY COUNCIL JANUARY 16, 2018

VICINITY MAP

FS17-075
Skyway Commons 1

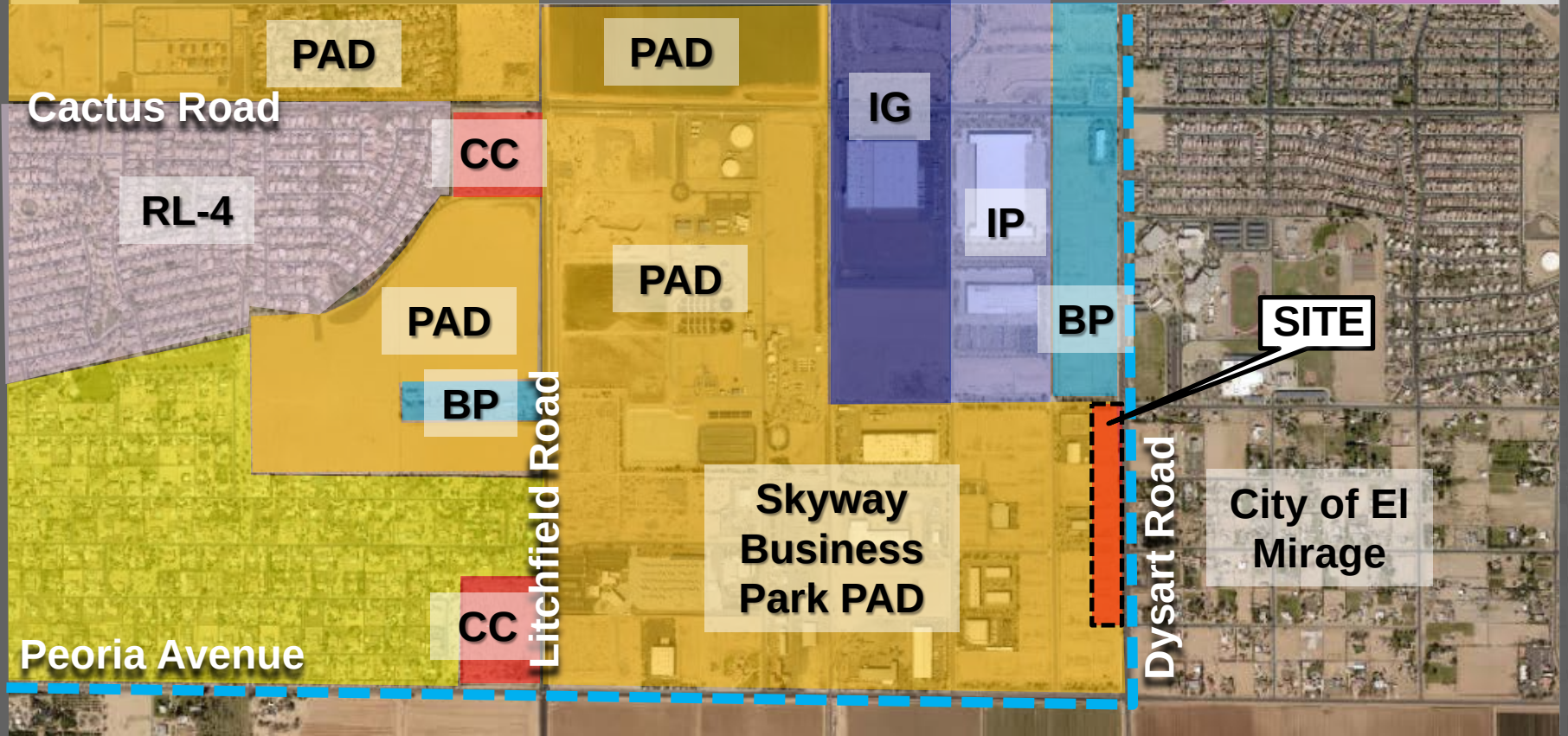


VICINITY MAP

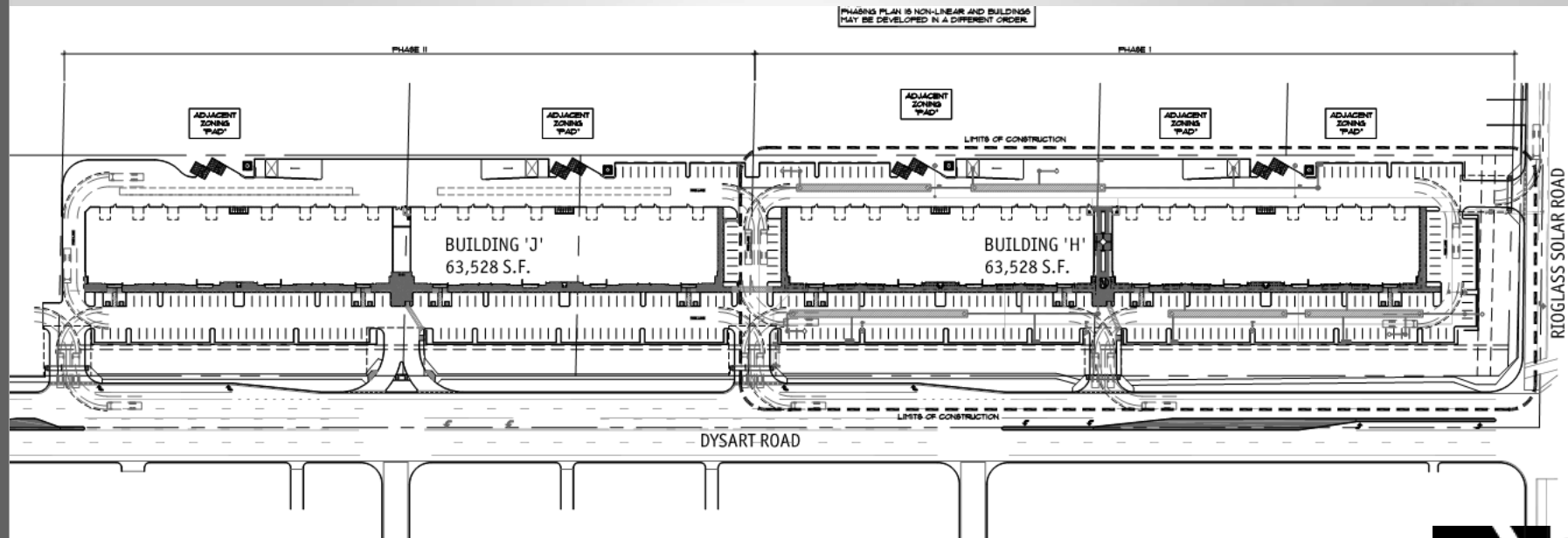
FS17-075
Skyway Commons 1



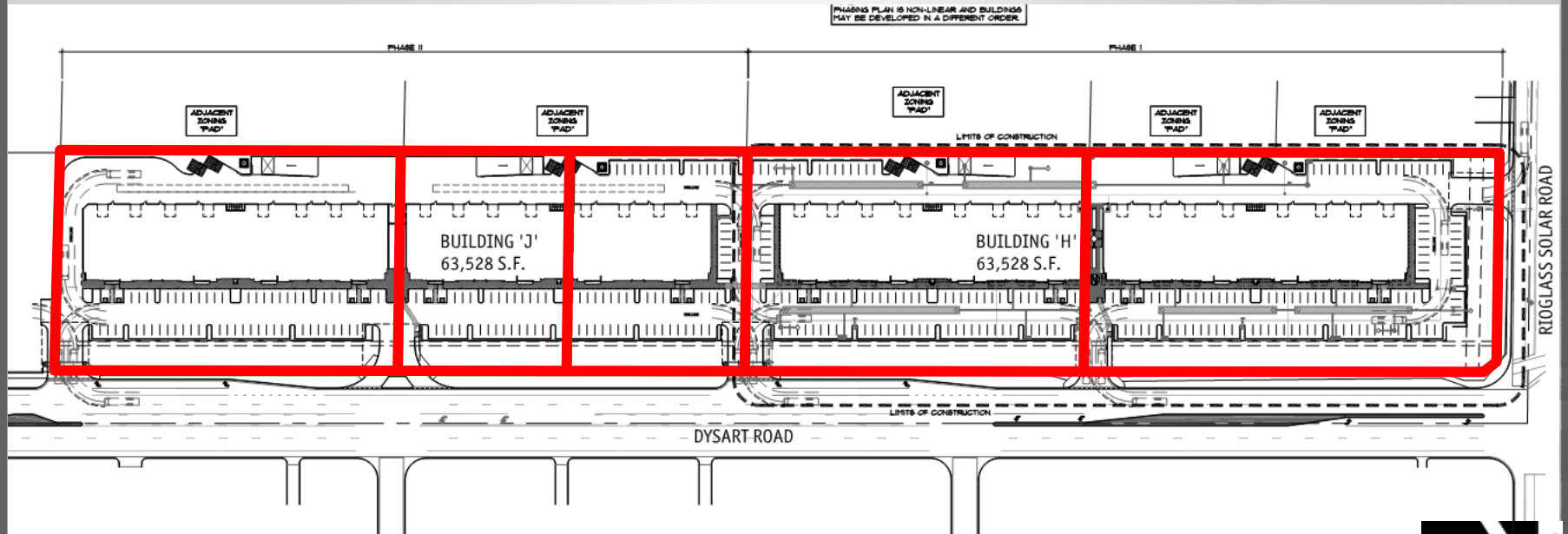
ZONING



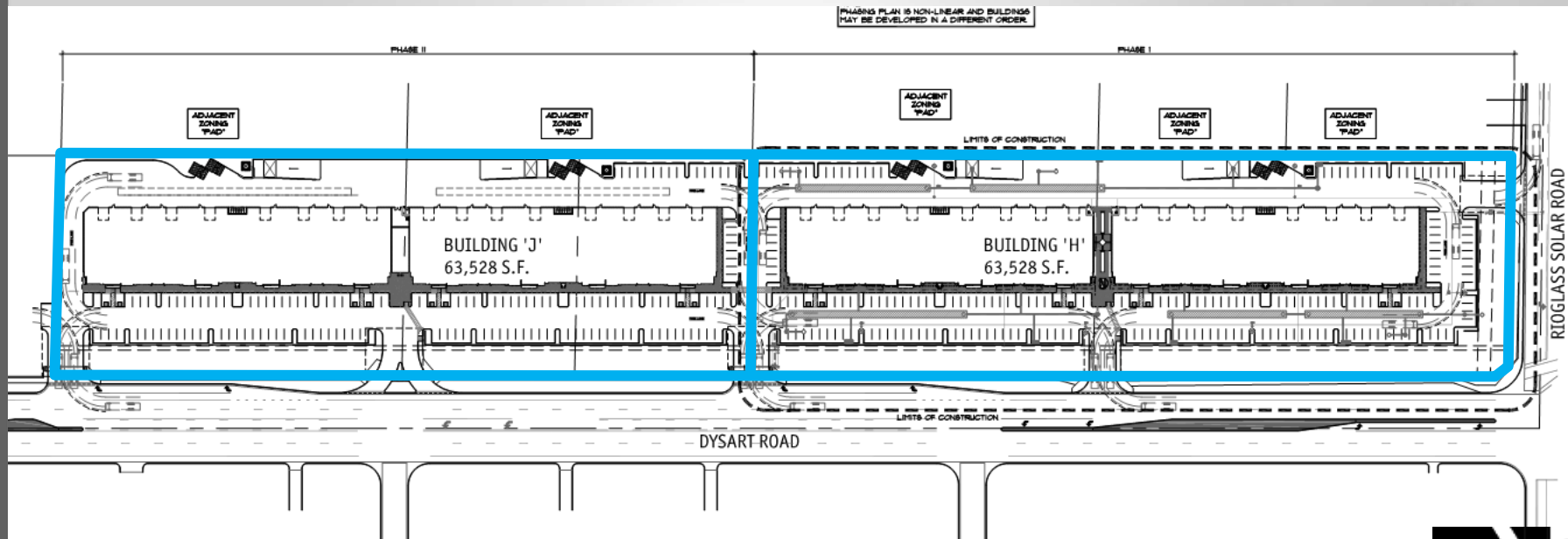
MASTER SITE PLAN



MASTER SITE PLAN

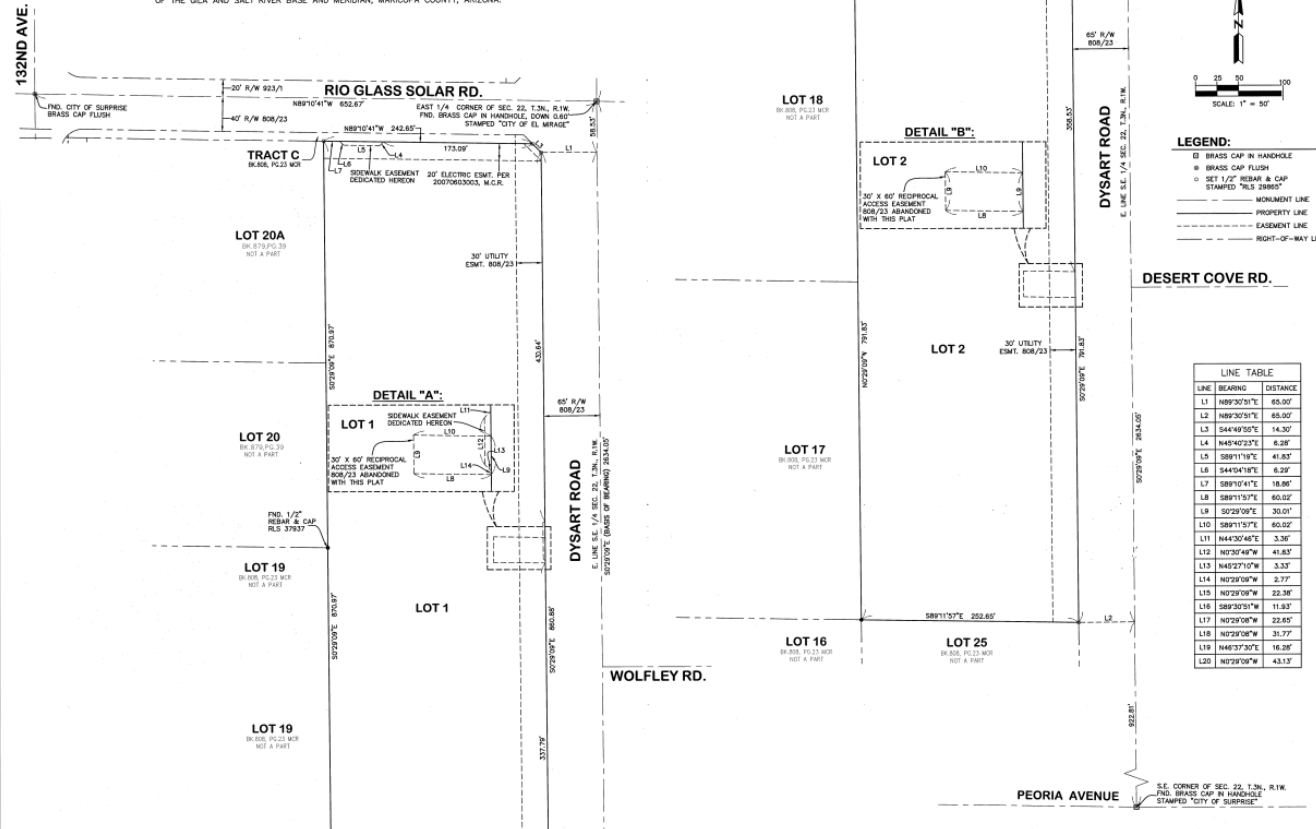


MASTER SITE PLAN



"SKYWAY COMMONS PHASE 1" A REPLAT IN THE CITY OF SURPRISE

A REPLAT OF UNITS 21, 22 AND 24, FINAL PLAT FOR SKYWAY BUSINESS PARK, ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 15, 2006 IN RECORDING NO. 20060348844, AND FIRST AMENDMENT RECORDED JANUARY 22, 2007 IN RECORDING NO. 20070081517, SECOND AMENDMENT RECORDED JANUARY 30, 2007 IN RECORDING NO. 20070119250, AND SECOND AMENDMENT RECORDED MARCH 24, 2011 IN RECORDING NO. 20110223525 AND PLAT RECORDED IN BOOK 808 OF MAPS, PAGE 23, AND CERTIFICATE OF CORRECTION RECORDED JANUARY 22, 2011 IN RECORDING NO. 20110274228, RECORDS OF MARICOPA COUNTY, ARIZONA, TOGETHER WITH A PROPORTIONATE INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND ON SAID PLAT, TOGETHER WITH LOTS 23 AND 23A, OF REPLAT FOR A PORTION OF SKYWAY BUSINESS PARK - LOT 23, ACCORDING TO THE PLAT RECORDED IN BOOK 957 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



BY: _____
REGION: _____
NO. DATE: _____
FURNISH: _____
FINAL PLAT

DRAWN BY: P.E.
CHECKED BY: JAB

CIVIL AND SURVEY
HUNTER ENGINEERING
14000 N. 11TH AVE., SUITE 200
PHOENIX, AZ 85028
TEL: 602.998.1111
FAX: 602.998.1112



**"SKYWAY COMMONS PHASE 1"
A REPLAT IN THE CITY OF SURPRISE**
LOCAL JURISDICTION: CITY OF SURPRISE, ARIZONA
TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GLA AND SALT RIVER BASE AND MERIDIAN

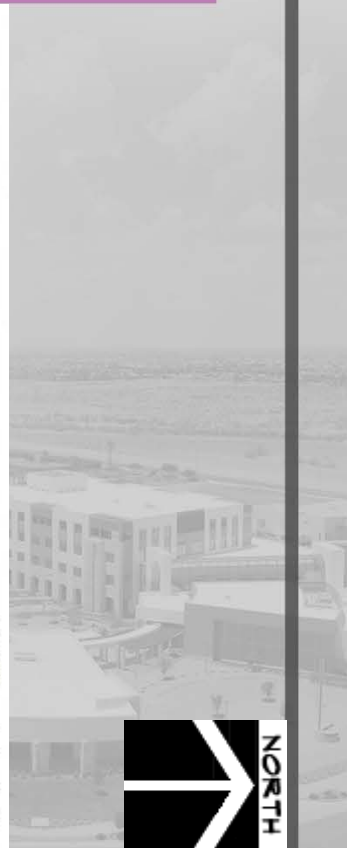
SECTION: 22
TOWNSHIP: 3N
RANGE: 1W

JOB NO.: LGCC207-SF

SCALE: 1" = 50'

SHEET: 2 OF 2

Final Plat



ELEVATIONS



East – Dysart Road



West – Interior



South – Interior

North – Rioglass Solar Road



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	3
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of the streets and public utility improvements at Zanjero Trails Parcel 13A Offsites; Resolution # 2018-05.

Motion:

I move to approve Resolution # 2018-05.

Background:

The Public Works Department conducted the final inspection of the public improvements for the Zanjero Trails Parcel 13A Offsite Improvements on or about October 6, 2017 totaling 5,370 SY (approximately 1 lane mile) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement and concrete. Storm drain, water and sewer lines were not constructed as part of this project.

Objective Analysis:

The improvements for this property provide access and conveyance to the property. This action will accept the required infrastructure.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$236,290.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2018-05](#)
 - ☐ [Notice of Completion Letter](#)
 - ☐ [Inspector Sign off form](#)
-

RESOLUTION #2018-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT ZANJERO TRAILS PARCEL 13A OFFSITES, GENERALLY LOCATED AT PERRYVILLE ROAD AND DESERT COVE ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise accepted right-of-way dedication on, March 28, 2008;

WHEREAS, Dysart Elementary School District No. 89 of Maricopa County, Arizona dedicated to the City the street and public utility improvements, generally located at Desert Cove Road;

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Zanjero Trails Phase 2 South" on, February 16th, 2015;

WHEREAS, JEN Arizona 7 LLC & Jen Arizona 11 LLC, the developer of Zanjero Trails, dedicated to the City the street and public utility improvements, generally located at Perryville Road, north of Desert Cove Road;

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Zanjero Trails Phase 2 – Parcel 13A" on, February 16th, 2015;

WHEREAS, Zanjero 1 LLC, the developer of Zanjero Trails Parcel 13A, dedicated to the City the street and public utility improvements, generally located at Desert Cove Road;

WHEREAS, the City of Surprise Public Works Department Engineering Division conditionally accepted the improvements describes in this resolution on October 6, 2017;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements upon final acceptance of the improvements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and public utility improvements.

APPROVED AND ADOPTED this _____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

ZANJERO TRAILS PARCEL 13A OFFSITE IMPROVEMENTS

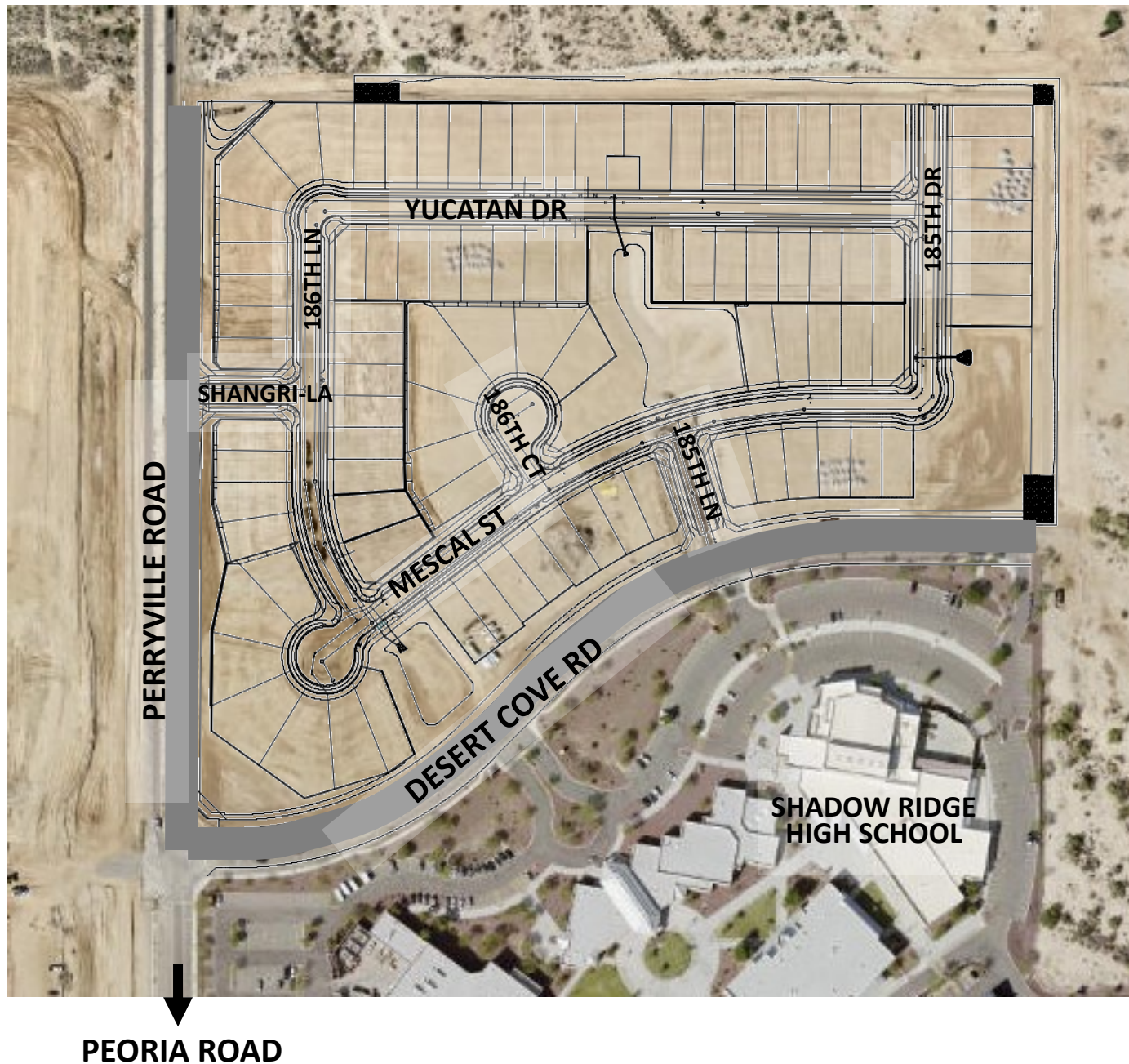


EXHIBIT B

List and Cost of Improvements

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 12/12/17
Re: Zanjero Trails Phase II Parcel 13A Off-site Improvements and City Acceptance

The public improvements for the above project have been completed and are on the January 16, 2018 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting.

- City Paving - \$137,807.88
- City Concrete - \$76,234.56
- City Storm Drain - \$22,247.18



Public Works Department
Engineering Development Services
16000 North Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6141
Fax 623-222-6006

December 12, 2017

Hilgart Wilson LLC
2141 E. Highland Ave 250
Phoenix, AZ 85016

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR
ZANJERO TRAILS PHASE II PARCEL 13A OFFSITES - FS12-350**

The City of Surprise Public Works Department has completed the inspection of the street and public utility improvements for the above referenced subdivision. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

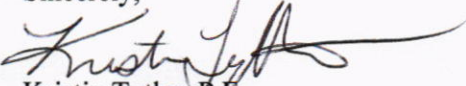
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6141.

Sincerely,


Kristin Tytler, P.E.,
Development Engineering Manager

kt/jg

c: David Mobley, Civil Inspector
Mike Gent, Public Works
David Kohlbeck, Public Works
John McFarland, Public Works
Lee Lambert, Water Resources Management
Warren Bert, GIS

Lora Ingram, Finance
Antonio DeLaCruz, Public Works
Fermin Camacho, Public Works
Terry Lowe, Water Resources Management
Warren Dancer, Water Resources Management
File



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 10/10/2017 Commercial Commercial w/Offsite X Residential

X COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)

7/25/2017 Date of Punch-List Walk 10/6/2017 Date Punch-List Completed

FS Number: FS12-350

Permit Number(s): E16P-0224, 0225, 0226, 0227, 0228, 0229

Project Name: Zanjero Trails II

Project Description (Phase/Parcel): 13A Offsite

Project Developer/Builder: (Name, Address, and Phone #)

Hilgart Wilson LLC

2141 E. Highland Ave 250, Phoenix AZ 85204

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Perryville Road	Collector	Desert Cove	Future Parcel 11C	2	1/2	Median
Desert Cove	Collector	Perryville Road	Future Extension	2	1/2	

MATERIALS:

Asphalt: Vulcan Materials Supplier 1 Total Lane Miles 5.370 Total Square Yards

Water: N/A Size/Type Total Linear Feet Size/Type Total Linear Feet

Sewer: N/A Size/Type Total Linear Feet Size/Type Total Linear Feet

Storm: 24" RGRCP Size/Type 399' Total Linear Feet 18" RGRCP Size/Type 11' Total Linear Feet

Fire Ln: N/A Size/Type Total Linear Feet Size/Type Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List N/A AOC

N/A Final Certification Letter from Engineer of Record X Asphalt Concrete Ticket w/ Name of Contractor

X Complete Geotechnical Testing Packet X Streetlight Energize Letter

N/A Sewer Pressure Testing Results X As built Documents (PDF copy on CD)

N/A Sewer Manhole Vacuum Testing Certification X As Built Documents in PDF format (copy on CD)

N/A Sewer Manhole Insecticide Certification N/A Updated asbuilt CAD base files (copy on CD)

N/A Sewer Videos with Operators Notes (inc. re-videos) (Specify)

 Other

APPROVAL:

Civil Inspector: *[Signature]*

Date: 10/10/2017

Civil Engineering Supervisor: *[Signature]*

Date: 10/10/2017



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	3
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action pertaining to conditional acceptance and maintenance of the streets and public utility improvements at Zanjero Trails Parcel 12A, generally located at W. Desert Mirage Drive and N. 189th Avenue; Resolution # 2018-06

Motion:

I move to approve Resolution # 2018-06.

Background:

The Public Works Department conducted the final inspection of the public improvements for Zanjero Trails Parcel 12A on or about December 13, 2017 totaling 13,940 SY of roadway (approximately 2.5 lane miles) and approximately 3,849 lf of sewer line and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, and wastewater lines. Domestic water lines are located within the Epcor water jurisdiction.

Objective Analysis:

The improvements for this property provide roadways for conveyance through the property and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within Epcor jurisdiction and there is not storm drain associated with this acceptance.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City

Financial Impact:

Acceptance of streets and sewer infrastructure increases the city's asset base and adds to future

maintenance commitments. The total acceptance value of the infrastructure included with this item is \$696,925.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF and Wastewater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2018-06](#)
 - ☐ [Notice of Completion Letter](#)
 - ☐ [Inspector Sign off form](#)
-

RESOLUTION # 2018-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT ZANJERO TRAILS PARCEL 12A, GENERALLY LOCATED AT W. DESERT MIRAGE DRIVE AND N. 189TH AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Zanjero Trails Phase 2 – Parcel 12A" on, February 16, 2016;

WHEREAS, Zanjero 2 LLC, the developer of Zanjero 2 LLC, dedicated to the City the street and public utility improvements, generally located at W. Desert Mirage Drive and N. 189th Avenue;

WHEREAS, the City of Surprise Public Works Department Engineering Division conditionally accepted the improvements describes in this resolution on December 13, 2017;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements upon final acceptance of the improvements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and public utility improvements.

APPROVED AND ADOPTED this _____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

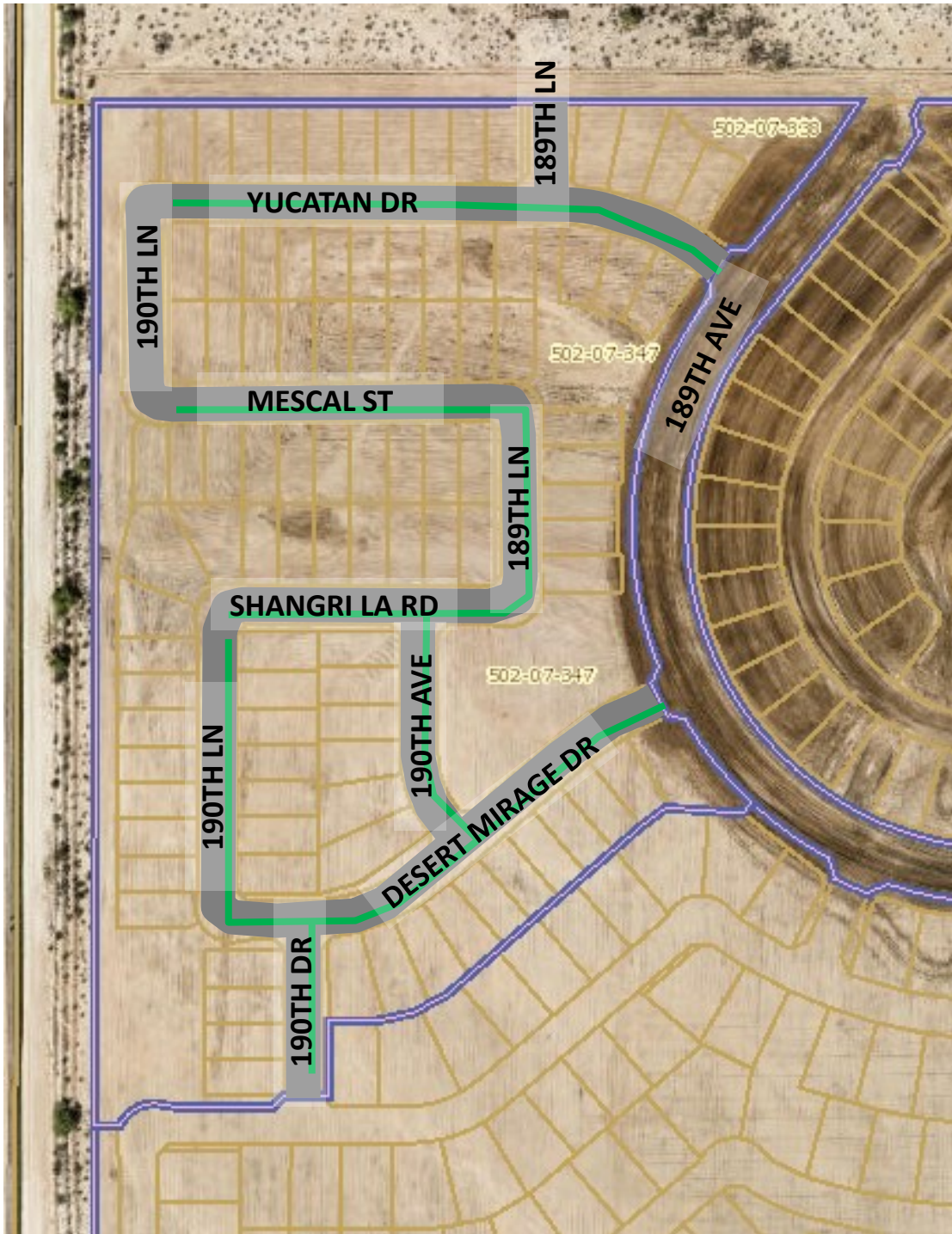
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

ZANJERO TRAILS PARCEL 12A



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- ROADWAY

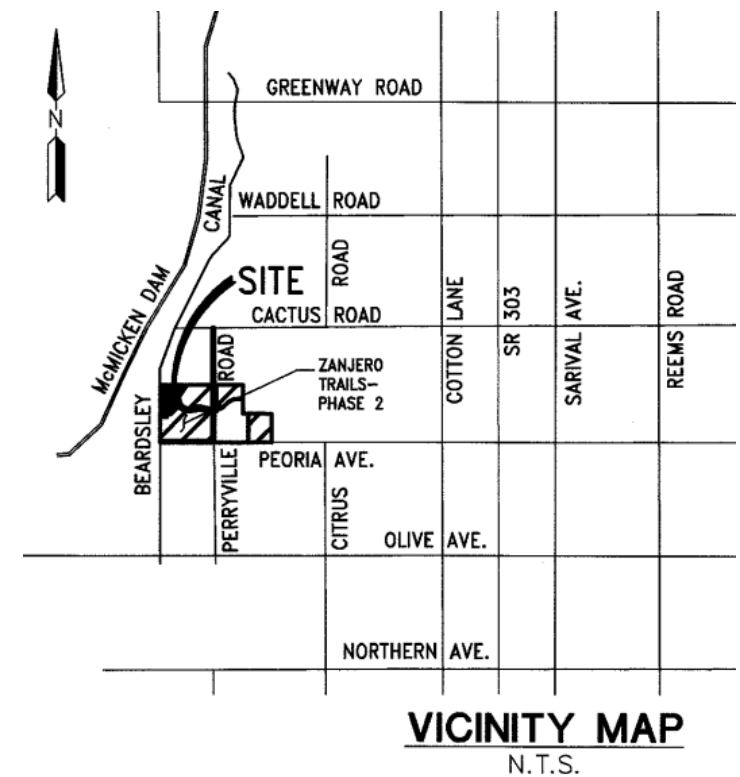


EXHIBIT B

List and Cost of Improvements

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 12/12/17
Re: Zanjero Trails Phase II Parcel 12A On-site Improvements and City Acceptance

The public improvements for the above project have been completed and are on the January 16, 2018 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting.

- City Paving - \$275,849.88
- City Concrete - \$240,795.45
- City Sewer - \$180,279.54



Public Works Department
Engineering Development Services
16000 North Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6141
Fax 623-222-6006

December 12, 2017

Hilgart Wilson LLC
2141 E. Highland Ave 250
Phoenix, AZ 85016

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR
ZANJERO TRAILS PHASE II PARCEL 12A ON-SITE – FS12-347**

The City of Surprise Public Works Department has completed the inspection of the street and public utility improvements for the above referenced subdivision. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

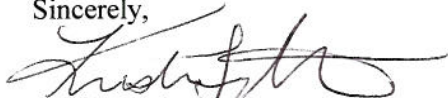
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6141.

Sincerely,



Kristin Tytler, P.E.,
Development Engineering Manager

kt/jg

c: David Mobley, Civil Inspector
Mike Gent, Public Works
David Kohlbeck, Public Works
John McFarland, Public Works
Lee Lambert, Water Resources Management
Warren Bert, GIS

Lora Ingram, Finance
Antonio DeLaCruz, Public Works
Fermin Camacho, Public Works
Terry Lowe, Water Resources Management
Warren Dancer, Water Resources Management
File



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 10/3/2017 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

9/27/2017 Date of Punch-List Walk 9/11/2017 (12/13/2017 FINAL) Date Punch-List Completed

FS Number: FS12-347 Permit Number(s): E16P-0213,0212,0211,0214,0215,0210,0209

Project Name: Zanjero Trails II Project Description (Phase/Parcel): 12A

Project Developer/Builder: (Name, Address, and Phone #)

Hilgart Wilson LLC

2141 E. Highland Ave 250, Phoenix AZ 85016

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
Yucatan Dr	Local	189th Ave	190th Lane	2	1/4	
189th Lane	Local	Yucatan Drive	Future Parcel	2	1/4	
190th Lane	Local	Yucatan Drive	Shangri-La Road	2	1/4	
Shangri-La	Local	190th Lane	189th Lane	2	1/4	
189th Lane	Local	Shangri-La	Mescal Street	2	1/4	

MATERIALS:

Asphalt: Vulcan Supplier 2 1/2 Total Lane Miles 13,940 Total Square Yards

Water: 8" PVC Size/Type 4,324 Total Linear Feet 6" DIP Size/Type 87' Total Linear Feet

Size/Type Total Linear Feet Size/Type Total Linear Feet

Sewer: 8" PVC Size/Type 3,816' Total Linear Feet 8" DIP Size/Type 33' Total Linear Feet

Size/Type Total Linear Feet Size/Type Total Linear Feet

Storm: 18" rgrcp Size/Type 137" Total Linear Feet 24" rgrcp Size/Type 81' Total Linear Feet

Size/Type Total Linear Feet Size/Type Total Linear Feet

Fire Ln: N/A Size/Type N/A Total Linear Feet Size/Type Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List N/A Final Certification Letter from Engineer of Record N/A Asphalt Concrete Emulsion Fog Seal Cert. (SS1H)

☒ Complete Geotechnical Testing Packet ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results ☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification ☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification ☒ As Built Documents in PDF format (copy on CD)

☒ Sewer Videos with Operators Notes (inc. re-videos) N/A Updated asbuilt CAD base files (copy on CD)

Other (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 10/3/2017

Civil Engineering Supervisor: [Signature]

Date: 12/13/2017



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 10/3/2017 Commercial Commercial w/Offsite X Residential

X COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)

9/27/2017 Date of Punch-List Walk 9/11/2017 Date Punch-List Completed

FS Number: FS12-347 Permit Number(s): E16P-0213,0212,0211,0214,0215,0210,0209

Project Name: Zanjero Trails II Project Description (Phase/Parcel): 12A

Project Developer/Builder: (Name, Address, and Phone #)

Hilgart Wilson LLC

2141 E. Highland Ave 250, Phoenix AZ 85016

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Mescal Street	Local	189th Ave	190th Lane	2	1/4	
190th Lane	Local	Mescal Street	Desert Mirage Dr	2	1/4	
190th Ave	Local	Mescal Street	Desert Mirage Dr	2	1/4	
Desert Mirage Dr	Local	190th Lane	189th Ave	2	1/4	
190th Drive	Local	Desert Mirage Dr	Parcel 12C	2	1/4	

MATERIALS:

Asphalt: <u>Vulcan</u>	Supplier	2 1/2	Total Lane Miles	13,940	Total Square Yards
Water: <u>8" PVC</u>	Size/Type	<u>4,324</u>	Total Linear Feet	<u>6"DIP</u>	Size/Type
	Size/Type		Total Linear Feet		Size/Type
Sewer: <u>8" PVC</u>	Size/Type	<u>3,816'</u>	Total Linear Feet	<u>8" DIP</u>	Size/Type
	Size/Type		Total Linear Feet		Size/Type
Storm: <u>18"rgcp</u>	Size/Type	<u>137"</u>	Total Linear Feet	<u>24"rgcp</u>	Size/Type
	Size/Type		Total Linear Feet		Size/Type
Fire Ln: <u>N/A</u>	Size/Type	<u>N/A</u>	Total Linear Feet		Size/Type
	Size/Type		Total Linear Feet		Size/Type

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

<u>X</u> Copy of Punch List <u>N/A</u> Final Certification Letter from Engineer of Record <u>X</u> Complete Geotechnical Testing Packet <u>X</u> Sewer Pressure Testing Results <u>X</u> Sewer Manhole Vacuum Testing Certification <u>X</u> Sewer Manhole Insecticide Certification <u>X</u> Sewer Videos with Operators Notes (inc. re-videos) <u> </u> Other _____	<u>N/A</u> Asphalt Concrete Emulsion Fog Seal Cert. (SS1H) <u>X</u> Asphalt Concrete Ticket w/ Name of Contractor <u>X</u> Streetlight Energize Letter <u>X</u> As built Documents (PDF copy on CD) <u>X</u> As Built Documents in PDF format (copy on CD) <u>N/A</u> Updated asbuilt CAD base files (copy on CD) <u> </u> _____ (Specify)
---	---

APPROVAL:

Civil Inspector: _____

Date: 10/3/2017

Civil Engineering Supervisor: _____

Date: _____



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	3
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to creation of a lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the SU-Highland Prep Street Lighting Improvement District; Resolution #2018-03

Motion:

I move to approve Resolution # 2018-03.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders. The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff. The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of ad valorem taxes based upon the assessed value of all property in the District.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Highland Preparatory Charter School development.

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities

Budget Impact:

Funding was not included as part of the FY2018 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2018, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2019, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

☐ [Reso 2018-03](#)

☐ [SLID Petition](#)

RESOLUTION # 2018-03

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-HIGHLAND PREP LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statutes, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public street and parks (hereinafter referred to as "Improvements") for the real property legally described in Exhibit A (such area hereinafter referred to as the "District") with such boundaries as shown in the map in Exhibit B attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publications or posting of this Resolution provided for in Sections 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District, and;

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of publications and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Surprise, Arizona, as follows.

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-HIGHLAND PREP LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvement as so described above.

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona SU-Highland Prep Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets or equivalent of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of Section 42-17101, et seq., 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by ad valorem taxes upon all of the property of the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 8. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents (\$1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this __day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

APN: 501-77-013A

A PORTION OF LAND WITHIN THE SOUTH 360 FEET OF THE EAST 1001 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7, FROM WHICH THE EAST QUARTER CORNER BEARS NORTH 00°00'43" EAST, A DISTANCE OF 2639.42 FEET;

THENCE ALONG SAID EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 7, NORTH 00°00'43" EAST, A DISTANCE OF 1319.77 FEET TO A POINT EVIDENCED BY A CITY OF SURPRISE BRASS CAP FLUSH, STAMPED "BM31-5", SAID POINT BEING THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 7;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, NORTH 89°04'21" WEST, A DISTANCE OF 65.01 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, NORTH 89°04'21" WEST, A DISTANCE OF 936.12 FEET TO THE SOUTHWEST PROPERTY CORNER OF SAID PARCEL EVIDENCED BY A PK NAIL WITH TAG "LS54120";

THENCE LEAVING SAID SOUTH LINE NORTH 00°01'33" WEST, A DISTANCE OF 360.05 FEET TO A FOUND 1/2" REBAR WITH NO TAG, MARKING THE NORTHEAST CORNER OF TRACT "I", AS SHOWN ON THE FINAL PLAT FOR GREENWAY PARC AT SURPRISE TWO, BEING RECORDED IN BOOK 528, PAGE 02, RECORDS OF MARICOPA COUNTY, ARIZONA;

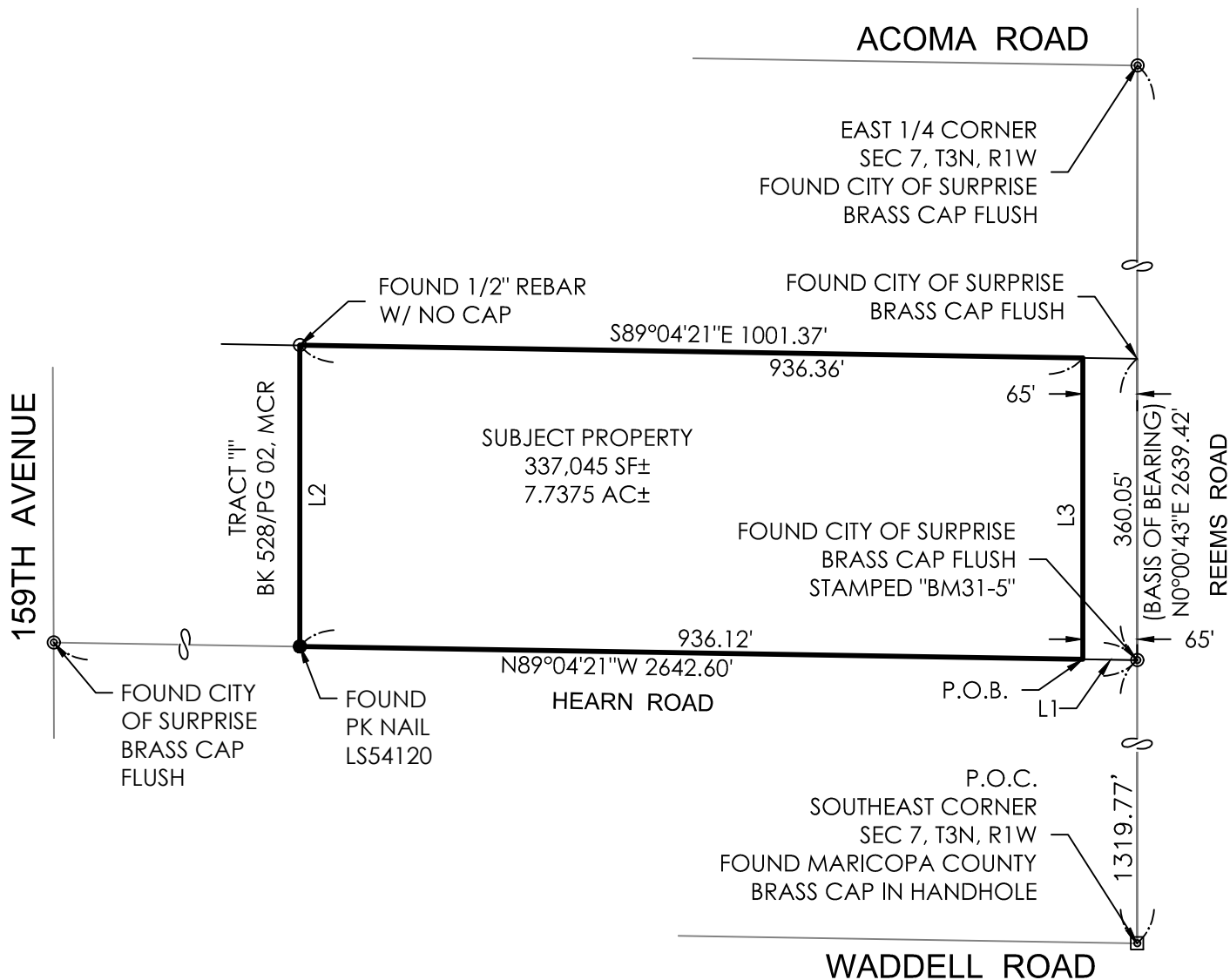
THENCE SOUTH 89°04'21" EAST, A DISTANCE OF 936.36 FEET;

THENCE SOUTH 00°00'43" WEST, BEING PARALLEL WITH AND 65.00 FEET WEST OF SAID EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 360.05 FEET TO THE **POINT OF BEGINNING**.



1 OF 1

VESPRO - Civil Engineering & Land Surveying



LINE TABLE

LINE	LENGTH	BEARING
L1	65.01	N89°04'21"W
L2	360.05	N0°01'33"W
L3	360.05	S0°00'43"W



NORTH

SCALE: 1" = 200'



0 100' 200'



VESPRO

8502 E. Via De Ventura, Suite 101
Scottsdale, AZ 85258
Ph: (480) 393-3640 Fx: (480) 393-3639

HIGHLAND PREP CHARTER SCHOOL #166
15600 W. HEAR ROAD
SURPRISE, ARIZONA 85379

DATE: 12-05-2017 SCALE: SHOWN PROJ. NO: 17004 FILE: 17004_SLID-Exhibit

EXHIBIT

B

1 of 1

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, within the district named below. We petition the City Council of the City of Surprise, Arizona, to establish a street light improvement district under Arizona Revised Statutes (A.R.S.) §48-571 to 48-622, and any amendments, and specifically A.R.S. §48-615 to 48-617, to purchase electricity for lighting the public streets and/or parks within the district whose boundaries and area is described in Exhibits A and B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to order the proposed improvements, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Expenses of the District shall be paid by the levy and collection of ad valorem taxes assessed value of all property in the District.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the proposed street light improvements district shall be:
Highland Prep Chart School #166 (SU-Highland Prep)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Boyer HP, L.C.	15600 W Hearn Rd, Surprise, AZ	501-77-013A	



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

AVAILABILITY

This rate schedule is available in those portions of cities, towns and unincorporated communities in which Company does a general retail electric business and where Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

APPLICATION

This rate schedule is applicable to service for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities where such service for the entire area is contracted for from the Company by the city, town, other governmental agencies, or a responsible individual for unincorporated communities. Dusk is defined as the time between sunset and full night when a photocontrol senses the lack of sufficient sunlight and turns on the lights. Dawn is defined as the time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

RATES

The bill shall be computed at the following rates for each type of standard facility and/or service utilized to provide street lighting, plus any adjustments incorporated in this schedule:

I. FIXTURES (Includes Mounting Arm, if Applicable)

	Lumen	Watts	kWh	RATES	
				Investment by Company	Investment by Others
A. Acorn	9,500 HPS	100	41	\$ 27.06	\$9.22
	16,000 HPS	150	69	30.04	11.65
	6000 IND	85	29	17.87	4.77
B. Architectural	9,500 HPS	100	41	15.38	7.34
	16,000 HPS	150	69	17.96	9.82
	30,000 HPS	250	99	21.31	12.60
	50,000 HPS	400	153	26.29	18.13
	14,000 MH	175	72	21.51	11.79
	21,000 MH	250	101	24.42	14.54
	36,000 MH	400	159	30.54	20.00
	8,000 LPS	55	30	22.35	9.82
	13,500 LPS	90	50	26.36	11.84
	22,500 LPS	135	72	30.11	14.45
	33,000 LPS	180	90	36.22	17.02
	6,200 IND	85	29	9.40	3.65
	8,400 IND	100	34	9.93	4.05
	10,200 IND	120	41	10.91	4.63
	13,000 IND	150	52	12.05	5.50
	20,500 IND	200	69	13.72	6.84
	22,500 IND	265	91	16.37	8.62
	5,800 LED	94	32	16.53	4.79
	7,400 LED	127	44	18.96	5.89
	12,300 LED	203	70	23.66	8.22



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

I. FIXTURES (Includes Mounting Arm, if Applicable) (cont):

				RATES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
B. Architectural	9,200 LED	139	48	\$23.77	\$6.78
	13,620 LED	202	70	26.45	8.58
	6,400 LED	89	31	16.61	4.73
C. Cobra/Roadway	5,800 HPS	70	29	8.73	5.16
	9,500 HPS	100	41	10.28	6.32
	16,000 HPS	150	69	12.87	8.82
	30,000 HPS	250	99	15.52	11.46
	50,000 HPS	400	153	21.06	16.37
	14,000 MH	175	72	14.97	10.20
	21,000 MH	250	101	17.49	12.69
	36,000 MH	400	159	23.03	17.63
	8,000 FL	100	38	17.20	5.04
	6,200 IND	75	26	9.78	3.50
	6,400 IND	85	29	8.33	3.51
	8,000 IND	88	30	9.72	3.75
	8,400 IND	100	34	9.01	3.93
	10,200 IND	120	41	9.69	4.47
	13,000 IND	150	52	10.67	5.32
	15,250 IND	200	69	12.87	6.73
	22,500 IND	250	86	17.22	8.41
	Gray/Bronze 3,500 IND	55	19	9.75	3.03
	6,000 LED	95	33	15.83	4.76
	8,700 LED	142	49	17.80	6.06
	9,600 LED	157	54	18.94	6.54
	11,600 B-LED	181	62	17.67	6.90
	Gray/Bronze 3,300 LED	43	15	8.36	2.59
	Gray/Bronze 5,300 LED	67	23	9.70	3.29
	Gray/Bronze 8,300 LED	106	37	12.58	4.59
	Gray/Bronze 10,500 LED	130	45	14.00	5.29
	Gray/Bronze 20,000 LED	258	89	24.33	9.54
D. Decorative Transit	9,500 HPS	100	41	37.09	11.11
	16,000 HPS	150	69	36.88	12.41
	30,000 HPS	250	99	42.46	16.02
	5,300 LED	75	26	26.40	5.69
	8,300 LED	100	34	28.27	6.47
	10,500 LED	150	52	30.35	7.91
E. Flood	30,000 HPS	250	99	20.61	12.81
	50,000 HPS	400	153	25.56	17.77
	21,000 MH	250	101	22.00	13.53
	36,000 MH	400	159	26.82	18.35



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

I. FIXTURES (Includes Mounting Arm, if Applicable) (cont):

					Rates	
		Lumens	Watts	kWh	Investment By Company	Investment By Others
F. Post Top	Colonial Gray	8,000 FL	100	38	\$18.54	\$5.23
		9,500 HPS	100	41	10.60	6.65
	Colonial Black	9,500 HPS	100	41	12.21	6.88
	Decorative Transit	9,500 HPS	100	41	32.47	10.24
	Copper Square	6,000 IND	85	29	17.52	4.72
	Gray/Black	8,000 IND	88	30	13.80	4.29
	Gray/Black	4,350 LED	86	30	12.52	4.12
G. FROZEN		4,000 INC	295	103	\$9.78	\$5.47
		7,000 MV	175	73	12.67	7.27
		11,000 MV	250	96	15.87	9.68
		20,000 MV	400	150	24.92	14.12

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II. POLES

			RATES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$12.17	\$1.68
			22 ft.	13.70	1.88
			25 ft.	14.82	2.05
			30 ft.	17.03	2.34
			32 ft.	17.89	2.37
		2 Simplex Adapters	12 ft.	12.98	1.79
			22 ft.	14.91	2.06
			25 ft.	15.55	2.14
			30 ft.	18.07	2.49
			32 ft.	19.28	2.66
	Square Steel	5"	13 ft.	13.95	1.92
			15 ft.	12.47	1.72
			23 ft.	14.79	2.03
			25 ft.	16.26	2.23
			28 ft.	18.05	2.48
			32 ft.	17.95	2.47
Concrete		12 ft.	41.58	5.73	
Fiberglass		12 ft.	35.21	4.85	
Decorative Transit Pedestrian	4"	16 ft.	34.33	4.73	
Decorative Transit	6"	30 ft.	66.28	9.13	
Hinged Poles	Square	15 ft.	13.20	1.08	
	Round	19 ft.	11.93	.97	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	11.71	1.61
			22 ft.	13.24	1.82
			25 ft.	14.35	1.98
			30 ft.	16.58	2.29
			32 ft.	17.41	2.40
		2 Simplex Adapters	12 ft.	12.51	1.72
			22 ft.	13.97	1.92
			25 ft.	15.08	2.07
			30 ft.	17.61	2.42
			32 ft.	18.81	2.59
		3 Bolt Arm	32 ft.	21.62	2.97
		Square Steel	5"	13 ft.	13.50
	15 ft.			13.80	1.89
	23 ft.			14.32	1.98
	25 ft.			15.80	2.19
	28 ft.			17.56	2.42
	32 ft.			18.23	2.50



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II POLES (cont)

			RATES	
		Height	Investment by Company	Investment by Others
C. Direct Bury	Round Steel	19 ft.	\$18.42	\$2.54
		30 ft.	14.38	2.66
		38 ft.	17.55	2.73
		Self Support 40 ft.	21.62	3.42
		Stepped	25 ft.	49.72
			32 ft.	52.36
			49 ft.	64.99
	Square Steel	4"	34 ft.	15.87
		5"	20 ft.	15.07
			30 ft.	15.71
			38 ft.	17.05
		8"	28 ft.	28.45
			32 ft.	29.74
	Decorative Transit	41 ft 6 in	20.47	3.01
	Decorative Transit	47 ft.	25.50	3.75
	Steel Distribution Pole (for lighting only)	35 ft.	23.54	3.10
D. Post Top	Decorative Transit Anchor Base	16 ft.	35.07	4.82
	Gray Steel/Fiberglass	23 ft.	12.16	2.00
	Black Steel	23 ft.	13.41	2.21
E. Existing distribution pole suitable for streetlight use			1.48	--
F. FROZEN	Wood Poles	30 ft.	\$8.95	\$1.55
		35 ft.	8.95	1.48

NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

		RATES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$9.91	\$1.36
		6 ft.	11.82	2.05
B. Pedestal		8 ft.	13.54	2.36
	For 32' Round Steel Pole only	4 ft. 6"	9.39	1.63



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		RATES
		Company Owned
Underground Circuit Charges:		
a.	Per foot of cable, installed under paving	\$0.15716
b.	Per foot of cable, not installed under paving	0.05589

V. DETERMINATION OF RATES FOR NEW EQUIPMENT

Monthly rates for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above shall be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type							Monthly Fixed Charge Rate
Charge Type	Monthly Charge	=	Cost Inputs		PV Factor		
1	Carrying Cost (fixtures)	=	Equipment Cost (installed)	x	NA	x	1.533%
2	Carrying Cost (poles)	=	Equipment Cost (installed)	x	NA	x	1.449%
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.132	x	1.533%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.082	x	1.449%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.381	x	1.533%
Charge Type	Monthly Charge		kWh Input		\$/kWh		
6	Generation	=	kWh per month	x	0.04023		
7	T&D, RCS, SB	=	kWh per month	x	0.03516		

Step 2 Determination of Total Monthly Charge	
The total monthly charge shall be the summation of the charges for each applicable charge type	
<u>Equipment</u>	<u>Charge Type</u>
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

TRIP CHARGE

When Company is not the responsible party contracted for the regular maintenance of a street lighting system owned by a city, town or other governmental entity, a \$100.00 trip charge per light will be charged when Customer requests a disconnect and/or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street light equipment. The trip charge will also apply when Customer request disconnect or reconnect for non-maintenance purposes.

ADJUSTMENTS

1. The bill is subject to the Renewable Energy Standard as set forth in the Company's Adjustment Schedule REAC-1 pursuant to Arizona Corporation Commission Decision No. 70313.
2. The bill is subject to the Power Supply Adjustment factor as set forth in the Company's Adjustment Schedule PSA-1 pursuant to Arizona Corporation Commission Decision No. 67744 Arizona Corporation Commission Decision No. 69663, and Arizona Corporation Commission No. 71448, and 73183.
3. The bill is subject to the Transmission Cost Adjustment factor as set forth in the Company's Adjustment Schedule TCA-1 pursuant to Arizona Corporation Commission Decision No. 67744.
4. The bill is subject to the Environmental Improvement Surcharge as set forth in the Company's Adjustment Schedule EIS pursuant to Arizona Corporation Commission Decision No. 69663 and Arizona Corporation Commission Decision No. 73183.
5. Direct Access customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge as set forth in the Company's Adjustment Schedule RCDAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.
6. The bill is subject to the Demand Side Management Adjustment Charge as set forth in the Company's Adjustment Schedule DSMAC-1 pursuant to Arizona Corporation Commission Decision No. 71448.
7. The bill is subject to the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of APS and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

SPECIAL PROVISIONS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.
2. The Company cannot guarantee that streetlighting facilities will always operate as intended. Therefore, the customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by customer; however, if the maintenance requires cable replacement or repairs, the Company shall use reasonable efforts to complete said repairs within twenty (20) working days.
3. The customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

NON-STANDARD FACILITIES

Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

EXTENSION OF STREET LIGHTING SYSTEM

The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the customer. When the extension is underground the customer will provide earthwork as specified in of the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services and the Company's Schedule 10, Terms and Conditions for Direct Access. These schedules have provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer contract or service agreement.



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	3
Staff Recommendations:	None		

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action for the maintenance of the streets and public utility improvements at Acoma Court, located at W. Acoma Drive and N. 158th Drive. Resolution # 2018-07.

Motion:

I move to approve Resolution No. 2018-07.

Background:

The Public Works Department conducted the final inspection of the public improvements for Acoma Court on or about November 2, 2017 totaling 4,700 SY (approximately 2,640 LF) of roadway and approximately 5,200 LF of sewer line and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete and sewer lines. Roadways being accepted are Acoma Drive and Custer lane half street improvements. Interior roadways within Acoma Court are private. Domestic water lines are located within the Epcor water jurisdiction and there is no storm drain associated with the project.

Objective Analysis:

The improvements for this property provide roadways for conveyance to the property and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within Epcor jurisdiction.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets and sewer infrastructure increases the city's asset base and adds to future

maintenance commitments. The total acceptance value of the infrastructure included with this item is \$378,660.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF and Wastewater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2018-07](#)
 - ☐ [Notice of Completion Letter](#)
 - ☐ [Inspector Sign Off Form](#)
-

RESOLUTION # 2018-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT ACOMA COURT, GENERALLY LOCATED AT W. ACOMA DRIVE AND N. 158TH DRIVE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Acoma Court" on, January 17th, 2017;

WHEREAS, Acoma Court, LLC, the developer of Acoma Court, dedicated to the City the street and public utility improvements, generally located at W. Acoma Drive and N. 158th Drive;

WHEREAS, the City of Surprise Public Works Department Engineering Division conditionally accepted the improvements describes in this resolution on November 2, 2017;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements upon final acceptance of the improvements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and public utility improvements.

APPROVED AND ADOPTED this _____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

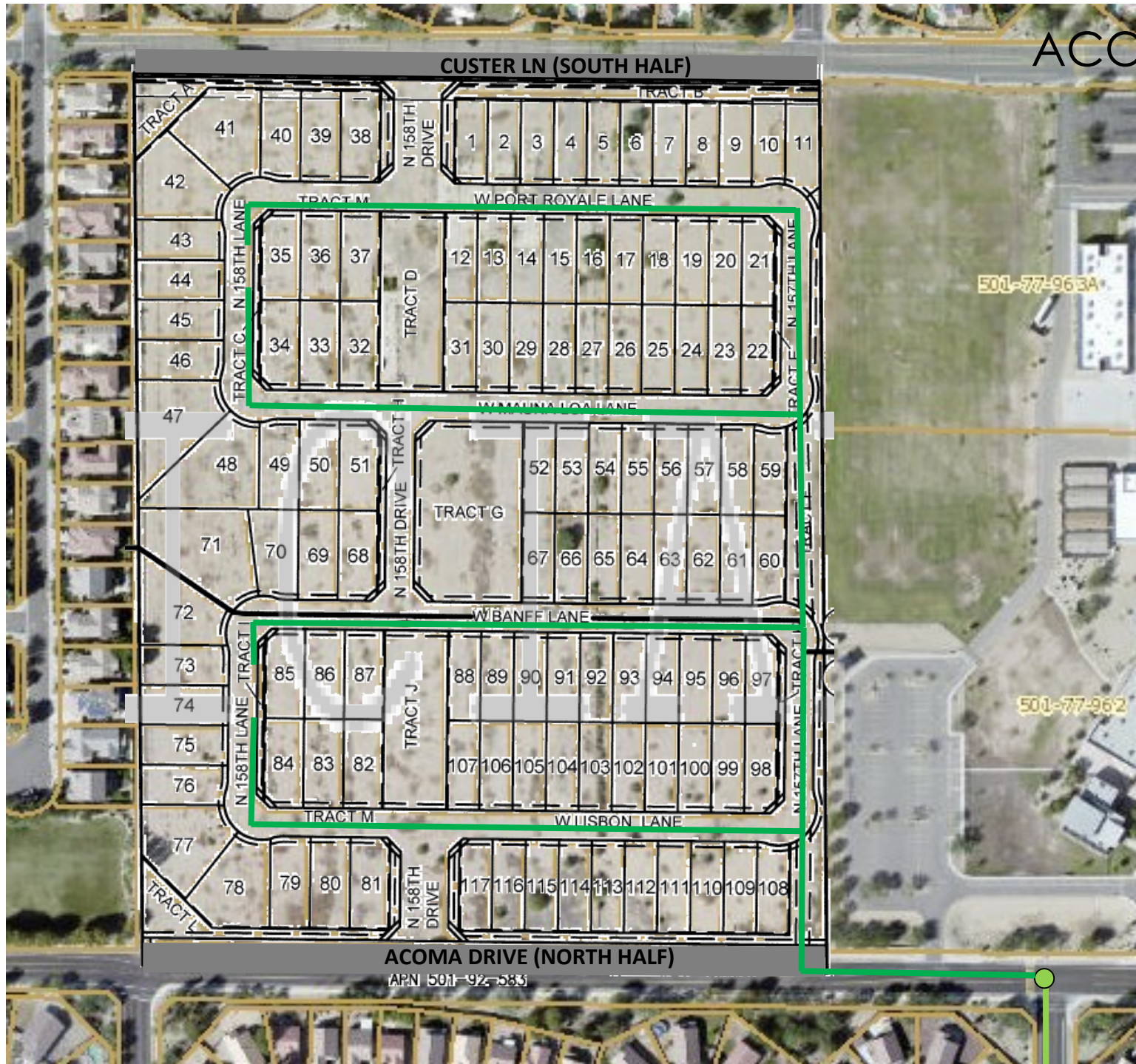
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

ACOMA COURT



INFRASTRUCTURE TO

BE ACCEPTED:

- SEWER
- ROADWAY

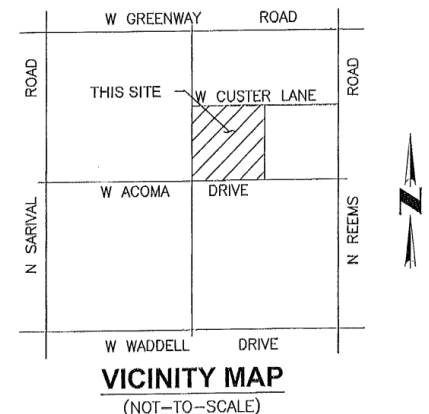


EXHIBIT B

List and Cost of Improvements

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 12/14/17
Re: Acoma Court Improvements and City Acceptance

The public improvements for the above project have been completed and are on the January 16, 2018 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting.

- City Paving - \$97,456.00
- City Concrete - \$35,864.00
- City Sewer - \$245,340.00



Public Works Department
Engineering Development Services
16000 North Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6141
Fax 623-222-6006

December 11, 2017

Garrett-Walker Homes
1838 W. Parkside Ln. 222
Phoenix, AZ 85027

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR
ACOMA COURT-FS16-321**

The City of Surprise Public Works Department has completed the inspection of the street and public utility improvements for the above referenced subdivision. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6141.

Sincerely,



Kristin Tytler, P.E.,
Development Engineering Manager

kt/jg

c: David Mobley, Civil Inspector
Mike Gent, Public Works
David Kohlbeck, Public Works
John McFarland, Public Works
Lee Lambert, Water Resources Management
Warren Bert, Water Resources Management

Lora Ingram, Finance
Antonio DeLaCruz, Public Works
Fermin Camacho, Public Works
Terry Lowe, Water Resources Management
Warren Dancer, Water Resources Management
File



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 11/6/2017 _____ Commercial _____ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) _____ FINAL ACCEPTANCE (End of Warranty)

10/9/2017 Date of Punch-List Walk 11/2/2017 Date Punch-List Completed

FS Number: FS16-321 Permit Number(s): E16P-0512,0513,0514,0515,0516,0518,0519
 Project Name: Acoma Court Project Description (Phase/Parcel): _____
 Project Developer/Builder: (Name, Address, and Phone #)
Garrett Walker Homes
1838 W. Parkside Lane 222, Phoenix AZ 85027

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
W. Custer Lane	Collector	N. 157th Ave	STA 11+50	2	1/4	1/2 Street South
W. Acoma Drive	Collector	Sta 19+92	N. 159th	2	1/4	1/2 Street North

MATERIALS:

Asphalt: Az Materials Supplier 1/2 Total Lane Miles 4,669 Total Square Yards _____
 Water: N/A Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet _____
 _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet _____
 Sewer: 8" PVC Size/Type 4,025' Total Linear Feet _____ 10" PVC Size/Type 1,157' Total Linear Feet _____
 _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet _____
 Storm: N/A Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet _____
 _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet _____
 Fire Ln: N/A Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet _____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List
☒ Final Certification Letter from Engineer of Record
☒ Complete Geotechnical Testing Packet
☒ Sewer Pressure Testing Results
☒ Sewer Manhole Vacuum Testing Certification
☒ Sewer Manhole Insecticide Certification
☒ Sewer Videos with Operators Notes (inc. re-videos)
 _____ Other Dry Well, W/ Registration Number and drill log (Specify)

☒ AOC
☒ Asphalt Concrete Ticket w/ Name of Contractor
☒ Streetlight Energize Letter
☒ As built Documents (PDF copy on CD)
☒ As Built Documents in PDF format (copy on CD)
☒ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: [Signature]
 Civil Engineering Supervisor: [Signature]

Date: 11/6/2017

Date: 12/6/2017



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Donna Miller, Community and Recreation Services Director
Submitting Department:	CRS	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2018 Capital and Operating list of items over \$50,000 for signage; Resolution #2018-02.

Motion:

I move to approve Resolution # 2018-02.

Background:

The adopted budget for the CRS Department included funding for Spring Training and special event signage, along with funding for stadium improvements in the Net Premium Seating fund. The Department has determined that the large scoreboard banner at Surprise Stadium is in need of a one-time replacement and added it to the Department's signage contract. This action will increase the contract for signage for FY18 over \$50,000, which necessitates an amendment to the Fiscal Year 2018 Capital and Operating list of items over \$50,000.

Objective Analysis:

This is a request to amend the list with no impact to the budget.

Policy Compliant:

This action is consistent with City and Council Policy.

Financial Impact:

There is no financial impact. The funding for special event and Spring Training signage, along with the one-time replacement of the scoreboard banner is currently budgeted.

Budget Impact:

This action adds an item for signage to the list of Fiscal Year 2018 Capital and Operating List of items over \$50,000.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

Click to download

☐ [Amendment- Items over \\$50,000](#)

RESOLUTION # 2018-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 CAPITAL AND OPERATING LIST OF ITEMS OVER \$50,000 BY ADDING A CONTRACT FOR SPECIAL EVENT AND SPRING TRAINING SIGNAGE.

WHEREAS, the FY2018 budget that was adopted included funding for special event and Spring Training signage;

WHEREAS, the existing signage contract for the CRS Department expired and the City completed a new formal solicitation for signage;

WHEREAS, the new contract included a one-time replacement of the large scoreboard banner at Surprise Stadium which increased the contract over \$50,000 for Fiscal Year 2018;

WHEREAS, the FY2018 budget, including the FY2018 Capital and Operating List of items over \$50,000 was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, the City of Surprise Procurement code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2018-02
Exhibit A

1. List of Operating Items Over \$50,000 – Council approved the Fiscal Year 2018 budget which included funding for Special Event and Spring Training signage. This expenditure was not originally on the Fiscal Year 2018 Capital and Operating List of Items Over \$50,000 since the Department did not exceed \$50,000 in expenditures for signage. The CRS Department will be completing a one-time replacement of the large scoreboard banner at the Surprise Stadium in Fiscal Year 2018. The addition of the scoreboard banner to the signage contract increases the contract over \$50,000 for Fiscal Year 2018.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
18304	Special Event & Spring Training Signage	N/A	\$60,000	\$60,000



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

Back Print

Council Meeting Date:	January 16, 2018	Contact Person:	Philip Johnson, Commander
Submitting Department:	Police	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a FY2018 budget amendment by reallocating appropriations of \$5,000 from contingency to overtime within the grants fund to cover the overtime expenses for one Surprise police officer to participate in the U.S. Marshals Service Joint Law Enforcement Operations (JLEO) Task Force activities; Resolution # 2018-08.

Motion:

I move to approve Resolution # 2018-08.

Background:

The Surprise Police Department will receive \$5,000 in overtime funding from the U.S. Department of Justice Marshals Service to cover overtime expenses associated with the participation of one Surprise Police Officer in the Joint Law Enforcement Operations (JLEO) Task Force from November 6, 2017 to September 30, 2018.

Objective Analysis:

Acceptance of this funding will provide reimbursement of overtime expenses for one SPD officer's participation in the activities of the JLEO task force.

Policy Compliant:

This action is consistent with City and Council Policy. The City regularly partners with other government entities when it is beneficial to do so.

Financial Impact:

This funding is to be used solely for overtime incurred as a result of participation in the JLEO Task Force and shall not include the officer's regular salary or any supplemental benefit costs such as retirement, FICA or other expenses.

Budget Impact:

This action will reallocate appropriations in the amount of \$5,000 from contingency within the grants fund to overtime to establish a budget for the Joint Law Enforcement Operations (JLEO) Task Force project. This allocation does not represent an actual transfer of funds, but only a transfer of spending authority. The salary and benefits for one officer assigned to the JLEO Task Force have been included as part of the Surprise Police Department's FY2018 General Fund operating budget.

FTE Impact:

The number of full-time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

Click to download

☐ [U.S. Marshals Service JLEO Task Force MOU](#)

☐ [Resolution #2018-08](#)

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: MMO: M-18-D08-O-

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Surprise Police Department

and

District of Arizona (08)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

11/06/2017

to

09/30/2018

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2018	D08	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	\$5,000.00
Total Obligation Amount:					\$5,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

Task Force Overtime Funding for Surprise Police Department in the amount of \$5,000.00 for services rendered between November 6, 2017 and September 30, 2018. Funds are to be used solely for Overtime and shall not include any supplemental benefit costs such as retirement, FICA, and other expenses.

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Dave Smith, SDUSM

Phone: 623-262-8056

E-mail: dave.smith9@usdoj.gov

STATE/LOCAL CONTACT:

Name: Lisa Alexander-Frosland

Phone: 623-222-1847

E-mail: lisa.alexander@surpriseaz.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: ANNE MORENO

Digitally signed by ANNE MORENO
DN: cn=ANNE MORENO, o=U.S. Department of Justice, ou=USMS, email=ANNE.MORENO@usdoj.gov, c=US

Date: 12/12/2017

Anne Moreno, Administrative Officer, USMS

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: JEROME FAIRWEATHER

Digitally signed by JEROME FAIRWEATHER
DN: cn=JEROME FAIRWEATHER, o=U.S. Department of Justice, ou=USMS, email=JEROME.FAIRWEATHER@usdoj.gov, c=US

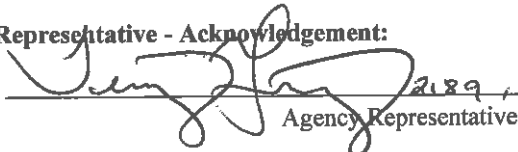
Date: 12/12/2017

Jerome Fairweather, (A)Chief Deputy U.S. Marshal

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature:


Agency Representative

POLICE CHIEF

Date: 12/19/2017

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the JLEOTFS4 project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

RESOLUTION # 2018-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$5,000 FROM CONTINGENCY TO OVERTIME WITHIN THE GRANTS FUND FOR RECEIPT OF GRANT FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE MARSHALS SERVICE JOINT LAW ENFORCEMENT OPERATIONS (JLEO) TASK FORCE.

WHEREAS, the FY2018 budget was adopted and included funding for overtime for our Officer assigned to the US DOJ, US Marshal's Service Fugitive Task Force ("Marshal's Service");

WHEREAS, the Marshal's Service is providing additional overtime funding for the City of Surprise Officer in the amount of \$5,000;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2018-08 **Exhibit A**

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$5,000 from contingency within the Grants Fund to the US Marshals JLEO Task Force OT project within the Grants Fund to cover the projected expenditures associated with overtime expenses for one officer to participate in Task Force activities. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31360 JLEO Task Force OT	E		5,000	5,000
Grants	General Operations	Contingency	E	8,325,400	(5,000)	8,320,400
Grants	Police	#G31360 JLEO Task Force OT	R		5,000	5,000
Grants	General Operations	Other	R	12,364,300	(5,000)	12,359,300
Expense Total				8,325,400	-	8,325,400
Revenue Total				12,364,300	-	12,364,300



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

+ Back Print

Council Meeting Date: January 16, 2018 Contact Person: Sherry Ann Aguilar, City Clerk
Submitting Department: District: 5
Staff Recommendations: None

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to approve a request by Jeffrey Craig Miller for an Agent Change for Brookside II with existing license (06070137) located at 15170 W. Bell Road, Suite 115, Surprise, AZ 85374.

Motion:

I move to approve a request by Jeffrey Craig Miller for an Agent Change for Brookside II with existing license (06070137) located at 15170 W. Bell Road, Suite 115, Surprise, AZ 85374.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



December 31, 2017

To: Sherry Ann Aguilar, City Clerk

From: Kevin Spirlong, Division Chief

Subject: Liquor License Application

Applicant: Brookside II
15170 W Bell Rd Suite 115
Surprise, Arizona 85374

The Surprise Fire-Medical Department (SFMD) recently conducted a fire inspection at the above referenced location to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations at this time.

Therefore the SFMD has no comment on the application at this time. Feel free to contact me directly with any questions or comments. Chief Kevin Spirlong.

A handwritten signature in black ink, reading "Kevin M. Spirlong".

Kevin M. Spirlong
Division Chief
City of Surprise Fire-Medical Department

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

January 4, 2018

License Number: 06070137
Agent Change

APPLICANT:

Brookside II, LLC
15170 W. Bell Road, Ste. 115
Surprise, Arizona 85374

FINDINGS:

1) Evidence concerning the nature of the proposed business, its potential market and its likely customers.

Brookside II is a bar & grill type of establishment, which serves customers from Surprise and the surrounding valley. There is a DJ for dancing and entertainment on various evenings.

2) Effect of vehicular traffic in close proximity.

There are adequate areas for ingress and egress off of Bell Road. Brookside II is an established bar & grill in the area and the agent change should have no effect on vehicular traffic.

3) The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at lest 20 days before the hearing.

2013:

January: Disorderly Conduct (fight); one person arrested
 : DUI; One person arrested after leaving the bar
March : DUI; One person arrested after leaving the bar
July : Veh burg in parking lot, early morning
August : Assault in bar; one person arrested
Dec. : Intoxicated person; given a ride home

2014:

March : Criminal Damage DV; one person arrested
April : Domestic Violence (verbal only, no arrest)
Sept : Domestic Violence (verbal only, no arrest)
Oct. : DUI leaving bar; one person arrested
Nov. : False Information; one person arrested
 : Unwanted irate customer; police responded and customer removed
 : Veh burg; employee's veh broken into while parked in back of bar
 : DUI; bar customer asked to leave struck a veh in parking lot arrested

2015

January : Unwanted guest; bar patron refused to leave until officers on scene
 : Fight; two bar patrons arrested
 : Assault in bar but no prosecution desired



COMMUNITY DEVELOPMENT DEPARTMENT

Date: January 02, 2018
To: Sherry Aguilar, City Clerk
From: Eric Fitzer, Community Development Director
By: James Stewart, Zoning Specialist
Re: Liquor License Application for:

BROOKSIDE II
Agent Change – Existing License 06070137
15170 W. Bell Road
Surprise, Arizona 85374

1. Fry's Food & Drug #61 (Series 9) – 15510 W. Bell Rd.
2. Lucky's Pizza #3 (Series 12) – 15508 W. Bell Rd. #107
3. 4 Sons Food Store #604 (Series 10) – 15505 W. Bell Rd.
4. Macayo's Mexican Kitchen (Series 12) – 15565 W. Bell Rd.
5. Booty's (Series 12) – 15557 W. Bell Rd. #404, 405, 406
6. Tailgaters Sports Grill (Series 12) – 15529 W. Bell Rd.
7. Walgreens #4620 (Series 10) – 15490 W. Bell Rd.
8. Red Line Grill (Series 12) – 15332 W. Bell Rd. #101 & 102
9. Mom's Fixins (Series 12) – 15226 W. Bell Rd. #100
10. New York Flavor (Series 12) – 15170 W. Bell Rd. #103 (Expired)

The immediate area is composed of commercial establishments. The property is zoned PAD (C-2) which is consistent with the proposed use.

Residential population will most likely remain static. Commercial growth will likely remain static.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no affect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.

January : Assault in bar; one person arrested
 February : Trespasser
 June : Intoxicated patron; no arrest
 August : Criminal damage; patron punched hole in juke box
 October : Disorderly conduct; one arrest
 November : Disorderly conduct; patron touching staff, no prosecution desired, trespassed
 : Disorderly conduct; patron arrested and trespassed
 : Theft; cell phone from patio

2016

January : Domestic verbal; both parties arguing and separated and left to different loc.
 May : Disorderly subject; left prior to arrival
 : Domestic violence; verbal only, both parties separated
 June : Assault; victim reported being assaulted by three subjs at bar. Victim reported inc. after he got home. Alleged victim appeared to be instigator on video. No arrests.
 July : Verbal fight inside bar; parties gone before officer arrival
 : Theft; three propane tanks stolen from back of business
 : Unwanted guest; intoxicated subj refused to leave until officer arrival
 November : Criminal damage; management found a bullet hole through front window after business was closed]

2017

January : Intoxicated persons; two patrons refused cab and left in a veh.
 April : Trespassing; subject would not leave until officers arrived
 June : Trespassing; intoxicated subject arrested after having been prev trespassed
 August : Intoxicated subject; persons left bar in veh and unable to be located
 : Trespassing; subject arrested after being previously trespassed
 September : Intoxicated subject; subject would not leave until officers arrival
 November : Assault; one person arrested

4) Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.

Brookside II is open until 2 AM every morning and open for lunch at approximately 10 or 11 AM. During the fall and early winter, which is football season, the bar may be open a bit earlier due to customer demand. Other businesses in the shopping center include a Papa John's Pizza delivery restaurant that stays open until late evening. Other retail stores in the center include a barber shop and a fast casual restaurant, without a liquor license, that closes by 7 PM.

5) Appropriateness of series license requested.

A series 06 license remains applicable for the establishment

Submitted by Officer C. E. Tovar #2059

BROOKSIDE II

PAD
Sun City Grand

PAD
Kingswood Parke / Sun Village

Site

PAD
Mountain
Vista Ranch

PAD
Orchards



MEMO

Date: 01/05/2018

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Craig Dies Revenue Manager

RE: Liquor License Application – Brookside II LLC

Business License Status:

Active business 2018 license issued 01/01/2018 and mailed to:

Brookside II LLC
15170 W Bell RD 115
Surprise, AZ 85374-2460



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Sherry Ann Aguilar
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the meeting minutes of December 19, 2017 Regular Work Session and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [Work Session](#)

☐ [Reg Mtg](#)

CITY OF SURPRISE
Regular City Council Work Session Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, December 19, 2017 @ 04:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 04:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, December 19, 2017**. Also in attendance with Mayor Wolcott were Vice Mayor Tande, Council Member Winters, Council Member Duffy, Council Member Remley, Council Member Hall, and Council Member Hayden (excused).

Staff City Manager, Bob Wingenroth, City Attorney, Robert Wingo, and City
Present: Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Call to the Public

Regular Agenda Item - Non-Public Hearing

1 – Presentation and discussion pertaining to an update on FY2018 transit services - NO ACTION

David Kohlbeck gave a powerpoint presentation on FY2018 transit services.

Assisting with the presentation is Rob Antoniak, Chief Operations Officer for Valley Metro.

Topics included:

Express Bus Service - 571 Surprise Express Changes

Council Member Hall - Can't tell the ridership by counting the cars at the park and ride. Lots of people get dropped off. 1 car household.

Regular City Council Work Session Minutes – December 19, 2017 – Page 2

Mayor Wolcott - Significant count from people who walk to the bus station, rather than dropped off. There are some urban areas here.

Council Member Remley - We should know since we have 4 trips going on, how much is 1/4 of the cost for 1 trip? For an additional cost we could put on another bus possibly?

Mr. Kohlbeck - yes correct.

Mr. Kohlbeck gave an estimated cost for each ride per bus.

Mayor Wolcott - Roughly \$30,000. in each direction, correct?

Mr. Kohlbeck - Yes correct, will get you closer numbers.

Mr. Antoniak commented that they have had a significant technology update at Valley Metro.

Council Member Hall - We cannot compare to Peoria and Glendale due to location. Penalties? Contract? Liquidated damages is part of the contract.

Mayor Wolcott - I want to make sure the damage clause is included in the contract. Damage based on hitting the target in the region. Harder to serve on the northwest edge of the region.

Mr. Antoniak will be checking on this and report back to Council.

Council Member Winters - I have a whole folder of complaints from residents, in my world, you are not doing well at all. Rides are not on time, cancellations, etc. This program is not working.

Council Member Duffy - If someone schedules a ride, if they are behind, is there an app that someone could use?

Mr. Antoniak commented that right now, no there is not. He explained what they are working on for updating technology.

Vice Mayor Tande - Addressed the chart presented, looking beyond the chart, some of this tells me that some might be frustrated and dropped out. Renegotiating contract, need to make some improvements on the contract. Find ways to accommodate these people, we need to provide a good service but we do have a limited budget because it is capped. Maybe a lower reduced rate as an incentive.

Regular City Council Work Session Minutes – December 19, 2017 – Page 3

Mr. Kohlbeck continued with presentation to discuss RideChoice Trips and Distance. We have doubled the registration for riders using the service.

Rider Survey - Discussed the analysis.

Council Member Remley - As you are aware, my District includes the Senior Center, the bus that picks them up each day. Every day, when I go by there at the time the bus should be there, the driver is around the corner taking a break. Is there some reason we can't have someone locally that can take the phone calls, not someone from the Philippines?

Mr. Kohlbeck - I was not aware of this issue, we need to take a look at this.

Seth Dyson, that specific situation we asked them to be there at 1:00 p.m. so that we can finish our lunches, I also was not aware of this issue.

Mr. Antoniak wanted to clarify the call center, it is in the south-east valley, locally. The Ride Choice however, leaves the options for the rider on what service they want to use.

Council Member Winters - a couple of suggestions, get someone locally here in Surprise for both programs. Someone in the east valley doesn't know what is going on in this area.

Public Comments:

Linda Carolyn - OTS resident, happy that she is here this evening, Council is involved with the issues. This is heartening to see that you care and you want answers, I am impressed. I want to be involved in the transit issue as a volunteer. Can do some background work to assist. I have had many not good experiences with Ride Choice, but the last trip was not good at all. My last experience I had difficulty with payment method and bad customer service. Very unhappy about the whole service, they need to be terminated.

Vice Mayor Tande - We have a unique situation out here, 9th largest City in the valley, we deserve to have better service for our residents and community.

Council Member Remley - Thank you for coming to the meeting and answering our questions. We appreciate the communication, we feel a lot of frustration and hopefully it's for improvements for the future. Did we not know that you could not perform or did you think we could wing it? I do read the contracts, it says we are to get monthly updates, and they are in default. Contract penalties, we should review. 30 minutes is not on time to me especially if I have a Dr. appointment, if you are late, the Dr.'s office

Regular City Council Work Session Minutes – December 19, 2017 – Page 4

will charge a late fee.

Council Member Winters - Renewing contract in about 6 months, correct?

Mr. Kohlbeck - The contract expires in June, and the RFP will be out for Ride Choice.

Council Member Winters - What do you know about MJM, forbidding Discount Cab cannot bid on the contract coming out.

Council Member Hall - Make sure Discount Cab is in the mix for the RFP process. Also, the phone number slide, can you please take out the word "should", add the word "please" before releasing to the public.

Council Member Hall - You feel our frustration correct? There has to be some way that one of our residents can't get a hold of someone that can act upon this. I have talked to people that have stopped using the service, we need to win them back somehow. This is where we need your assistance.

Mayor Wolcott - Transportation has always been a passion of mine. It was interesting to hear your comments about the language, a problem we have with separation in a common region. We end up finger pointing, and we don't like that. We have a shared concern, shared concept, but we are growing so we better be ready. I appreciate how we are growing up as a region, the magic words we are owning the technology. It is incredibly important that you are here tonight, a west valley guy that gets it. Mass transit is an economic driver; you have economic opportunities that the whole region needs. This would give us an extra push to lure businesses to our area.

2 – Consideration and action pertaining to City Council's support of legislation to allow for the expansion and consolidation of street lighting districts and expanding the authority of Arizona cities to acquire, construct, and maintain street lighting facilities; Resolution # 2017-150 - NO ACTION

Finance Director, Lindsey Duncan gave a powerpoint presentation for this item pertaining to City Council's support of legislation to allow for the expansion and consolidation of street lighting districts and expanding the authority of Arizona cities to acquire, construct, and maintain street lighting facilities.

Topics included challenges with the current process.

Proposed legislation was discussed including allowing consolidation; allow for expansion; allow for construction, acquisition and maintenance.

Would like to return to the Council in January asking for Council support.

Regular City Council Work Session Minutes – December 19, 2017 – Page 5

Mayor Wolcott - We have tried to support this legislation for a long time. Have you reached out to the power company to discuss alternatives? We would not be interested as a Council if it had not come to us through our residents. There needs to be simplicity and a consolidated process.

3 – Presentation and discussion pertaining to Wireless Facilities located in the Right-Of-Way - NO ACTION

Assistant Attorney, Ellen Van Riper led the discussion on a powerpoint presentation pertaining to Wireless Facilities located in the Right-Of-Way.

Topics reviewed included:

- HB 2365
- Application process
- Applicable codes
- Code or regulations concerning public safety
- Objective design standards
- Existing wireless carrier agreements
- 10 year contracts

Vice Mayor Tande - Asked to have clarification to explain the technology for expectations on what is going to look like. Is this data or voice and why is this a good thing?

Tracy Mills - The small cell sites will saturate the City with better coverage.

Mayor Wolcott - Does this also help with smart transportation technology?

Yes

Council Member Hall - What is the definition of back call?

Small cell sites communicate with large cell sites.

Executive Session

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Work Session of December 19, 2017 at 5:59 PM. Council Member Winters seconded the motion. Six yes votes, one excused (Hayden), motion carried.

Regular City Council Work Session Minutes – December 19, 2017 – Page 6

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, December 19, 2017**.

Sherry Ann Aguilar, City Clerk

CITY OF SURPRISE
Regular City Council Meeting Agenda
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, December 19, 2017 @ 06:27 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:27 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, December 19, 2017**. Also in attendance with Mayor Wolcott were Vice Mayor Tande, Council Member Winters, Council Member Duffy, Council Member Remley, Council Member Hall, and Council Member Hayden (excused).

Staff City Manager, Bob Wingenroth, City Attorney, Robert Wingo, and City
Present: Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

Proclamation regarding Speak up, Stand up and Save a Life.

City Manager Report

Mike Cassidy introduced students from Rancho Gabriela Elementary School. 3 students gave an overview of school projects.

City Attorney Report

City Clerk Report

The first day to pick up candidate packets for Districts 1, 3, 5 and 6 is January 2, 2018.

Call to the Public

Consent Agenda

1 – Consideration and action pertaining to approval of an amendment to the FY2018 budget by reallocating appropriations of \$3, 200,000 from Grants Contingency to Personnel Services within the General Fund for the refund of employee contributions to the Arizona Public Safety Personnel Retirement System; Resolution # 2017-152 - APPROVED

2 – Consideration and action pertaining to approval of a Fiscal Year 2018 budget amendment reallocating appropriations from various funds for fiscal year 2018 budget and adjusting budget authority; Resolution # 2017-151 - APPROVED

3 – Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to extend the 2014 HOME grant contract deadline from December 31, 2017 to July 31, 2019; Resolution # 2017-145 - APPROVED

4 – Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to extend the 2015 HOME grant contract deadline from January 21, 2018 to September 30, 2020; Resolution # 2017-147.

5 – Consideration and action pertaining to approval of the Final Plat entitled, "Replat of Coyote Lakes Unit 1, Tract 'A'" dated September 13, 2017, to split approximately 1.43 acres from TRACT A of Coyote Lakes Unit 1 located generally north of Bell Road and west of 115th Avenue - APPROVED

6 – Consideration and action pertaining to approval of the Arts and Cultural Advisory Commission's intent to utilize the \$8,000 budgeted platFORM Initiative line item in conjunction with the Art Acquisition line item for the purpose of procuring an art piece to be displayed permanently on the pedestal at the entrance of City Hall - APPROVED

7 – Consideration and action on a request by Jeffrey Craig Miller (Agent) for a series 12 New License for Denny's #9290 located at 14799 W. Grand Avenue, Surprise, Arizona 85374 (License No. 1207B231) - APPROVED

8 – Consideration and action on a request by Jeffrey Craig Miller (Agent) for a series 12 New License for Denny's #9319 located at 16487 W. Bell Road, #109, Surprise, Arizona 85374 (License No. 1207B229) - APPROVED

Regular City Council Meeting Minutes – December 19, 2017 – Page 3

9 – Consideration and action on the minutes of the Regular City Council Work Session, Regular City Council Meeting and Executive Session of December 5, 2017 - APPROVED

Council Member Winters made the motion to approve the consent agenda. Council Member Hall seconded the motion. Six yes votes, one excused (Hayden), motion carried.

Regular Agenda Item - Public Hearing

10 – Consideration and action pertaining to a rezone of the approximately 188.01 acre residential portion of the Rio Ranch PAD, generally located one mile west of the intersection of West Grand Avenue and West Happy Valley Road, from Low Density Residential, R1-5-PAD, and Medium Density Residential, R-2-PAD, to Low Density Residential, RL-5-PUD, and Medium Density Residential, RM-6-PUD and RM-9-PUD; Ordinance # 2017-22 - APPROVED

City Planner, Hobart Wingard gave a powerpoint presentation regarding this item.

Council Member Winters - How much open space do we have on this project?

Mr. Wingard - 15% typical for this type of a project.

No public comments made.

Council Member Winters made the motion to approve Ordinance 2017-22. Council Member Hall seconded the motion. Six yes votes, one excused (Hayden), motion carried.

11 – Consideration and action pertaining to approval of the preliminary plat entitled, "S.E.C. 175th Ave & Sweetwater" dated October 20, 2017, an approximately 10 acres property generally located at the southeast corner of 175th Avenue and Sweetwater Avenue - APPROVED

City Planner, Robert Kuhfuss gave a powerpoint presentation for this item.

Council Member Hall - Where are the turn lanes off of 175th Avenue?

No public comments were made.

Council Member Duffy made the motion to approve the preliminary plat "SEC 175th Ave and Sweetwater". Council Member Winters seconded the motion. Six yes votes, one excused (Hayden), motion carried.

Regular Agenda Item - Non-Public Hearing

12 – Consideration and action pertaining to acceptance of a Warranty Deed from J and J Property Holdings, LLC for donation of Real Property; Resolution # 2017-28 - APPROVED

Community Development Director Fitzer reported on this item.

Council Member Remley - Study and appraisal reviewed what was in the packet, the property has a lot of debris. Anyway to clean this up before the property is donated?

Mr. Fitzer - No, donated property.

Council Member Hall - Couldn't you have the property to the west do the clean up since they have created the debris?

Mayor Wolcott - The property to the west will be the recipient of open space, maybe we could reach out to them. I would like to make certain that it is cleaned up.

Council Member Remley made the motion to approve Resolution 2017-28. Council Member Winters seconded the motion. Six yes votes, one excused (Hayden), motion carried.

13 – Consideration and action pertaining to approval of the License Agreement granting Accipiter Communications Inc. doing business as (DBA) Zona Communications the non-exclusive revocable license to use public streets, roads and alleys for installation, operation, and maintenance of fiber optic cable; Resolution # 2017-135 - APPROVED

Public Works Director, Mike Gent gave a brief presentation.

Council Member Hall made the motion to approve Resolution 2017-135. Council Member Duffy seconded the motion. Six yes votes, one excused (Hayden), motion carried.

14 – Consideration and action pertaining to amending the Fiscal Year 2018 budget by reallocating appropriations in the amount of \$116,200 from Grants and Contingency Fund to add one civil engineer-associate in the Public Works department and fund contract labor for Community Development associated with the increase demand for permit reviews and building inspections; Resolution # 2017-146 - APPROVED

Regular City Council Meeting Minutes – December 19, 2017 – Page 5

City Engineer, Karl Zook and Community Development Director, Eric Fitzer gave a powerpoint presentation for this item.

Vice Mayor Tande - Normally we do these budget actions, thanked staff for working through the issues, and the City Manager for bringing this forward especially with the growth we have had over the years. I am happy to support this.

Council Member Remley - What do you expect going forward, do you expect this to continue to accelerate? We are working on the budget process right now.

Mr. Fitzer - We are in the budget cycle and putting together our growth cycle projections.

Council Member Hall made the motion to approve Resolution 2017-146. Council Member Winters seconded the motion. Six yes votes, one excused (Hayden), motion carried.

15 – Consideration and action pertaining to approval of the transfer of one employee associated with capital projects from Public Works to Water Resource Management, Resolution # 2017-149 - APPROVED

Public Works Director Mike Gent gave a brief presentation.

Council Member Hall made the motion to approve Resolution 2017-149. Council Member Winters seconded the motion. Six yes votes, one excused (Hayden), motion carried.

16 – Presentation and discussion pertaining to the FY2018 Financial Status Report through October 2017 - NO ACTION

Finance Director, Lindsey Duncan reported on the status report through October 2017.

Council Member Remley - When we are talking about transfers in and transfers out, what are we really saying?

Ms. Duncan - Separate buckets, separate pockets in government.

17 – Consideration and action pertaining to approval of a budget amendment for FY2018 by reallocating appropriations from the General Fund - Information Technology in the amount of \$7,800 from supplies to personnel; Resolution # 2017-153 - APPROVED

IT Director, Tammie Hollowell reported on Resolution 2017-153.

Regular City Council Meeting Minutes – December 19, 2017 – Page 6

Council Member Hall made the motion to approve Resolution 2017-153. Council Member Winters seconded the motion. Six yes votes, one excused (Hayden), motion carried.

18 – Consideration and action pertaining to amending the Fiscal Year 2018 budget by reallocating appropriations of \$66,000 from the Economic Development Department personnel budget to the City Manager's Office Personnel Budget and \$62,100 from the City Manager's Department Personnel Budget to the Human Service and Community Vitality Department Personnel Budget within the General Fund; Resolution # 2017-155 - APPROVED

City Manager Wingenroth reported on this item.

Council Member Winters - Mike Hoover does a great job, key man getting us Ottawa University to Surprise.

Council Member Remley made the motion to approve Resolution 2017-155. Council Member Winters seconded the motion. Six yes votes, one excused (Hayden), motion carried.

19 – Consideration and action establishing the number of signatures required for Surprise District Council Candidate nomination petitions and declaring an emergency; Ordinance # 2017-23 - APPROVED

City Clerk Aguilar reported on this item.

Council Member Hall made the motion to approve Ordinance 2017-23. Council Member Duffy seconded the motion. Six yes votes, one excused (Hayden), motion carried.

20 – Consideration and action establishing the number of signatures required for Surprise Mayoral Candidate nomination petitions; Ordinance # 2017-24 - APPROVED

Council Member Remley made the motion to approve Ordinance 2017-24. Council Member Hall seconded the motion. Six yes votes, one excused (Hayden), motion carried.

Other Business

Council Member Hall and Vice Mayor Tande - Adult Care Homes, Regulations and enforcement issues for a future work session or regular meeting.

Regular City Council Meeting Minutes – December 19, 2017 – Page 7

Mayor/Council Report

Mayor and Council reported on the events/meetings that they attended.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Meeting of December 19, 2017 at 7:57 PM. Council Member Hall seconded the motion. Six yes votes, one excused (Hayden), motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, December 19, 2017.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Philip Johnson, Commander
Submitting Department:	Police	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement with the City of Phoenix to provide for participation in the Arizona Internet Crimes Against Children (ICAC) Task Force; Resolution # 2018-09.

Motion:

I move to approve Resolution #2018-09.

Background:

The City of Phoenix is the lead Internet Crimes Against Children (ICAC) Task Force Agency and Primary Grantee in the US Department of Justice program, Office of Juvenile Justice and Delinquency Prevention grant that is designed to enhance enforcement of the laws regarding internet crimes against children. The Surprise Police Department desires to enhance the quality of its investigations and handling of ICAC crimes by participating in both the ICAC Task Force and the grant.

Objective Analysis:

This agreement will allow the Surprise Police Department to assist the ICAC Task Force in its efforts to deter the sexual exploitation of minors and the utilization of the internet to seek children as sexual victims. One of the main benefits of this relationship will be free training.

Policy Compliant:

The City regularly partners with other government entities when it is beneficial to do so. This action is compliant with City and Council Policy.

Financial Impact:

None at this time; however, topics covered in this presentation could lead to future actions which may have a budget/financial impact.

Budget Impact:

None at this time; however, topics covered in this presentation could lead to future actions which may have a budget/financial impact.

FTE Impact:

This item does not impact the overall full-time equivalent count.

ATTACHMENTS:

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- ☐ [Resolution 2018-09](#)
 - ☐ [AZ ICAC Task Force IGA](#)
-

RESOLUTION # 2018-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX TO PROVIDE FOR PARTICIPATION IN THE ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE.

WHEREAS, the City of Phoenix is the lead Internet Crimes Against Children (ICAC) Task Force Agency and Primary Grantee in the United States Department of Justice, Office of Justice Program, Office of Juvenile Justice and Delinquency Prevention grant ("Grant") that is designed to enhance enforcement of the laws regarding Internet Crimes Against Children;

WHEREAS, the Surprise Police Department desires to enhance the quality of its investigations and handling of ICAC crimes by participating in both the ICAC Task Force and the grant; and

WHEREAS, participation in the Task Force and, subsequently the Grant, require City approval of the attached Intergovernmental Agreement, the Arizona Internet Crimes Against Children Task Force IGA (IGA).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said IGA.

APPROVED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Intergovernmental Agreement

Between

Phoenix Police Department (Primary Grantee) / Arizona ICAC Task Force

and

Surprise Police Department

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into between the City of Phoenix, through the Phoenix Police Department ("PPD" or "Primary Grantee"), and Surprise Police Department ("Agency Name" or "Affiliate").

I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) § §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force ("ICAC Task Force"), is the recipient of a United States Department of Justice ("DOJ"), Office of Justice Program ("OJP"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant to enforce laws regarding Internet crimes against children ("ICAC"), and utilizes this grant for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this Interagency Governmental Agreement ("IGA") are known as an "Affiliate" agency. Any agency entering into this IGA becomes an affiliate of the ICAC Task Force.

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of Project Safe Childhood, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance.

1.4 Whereas OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the development of an

effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses;
- (4) Enhance the nationwide response to ICAC offenses; and
- (5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

II. PURPOSE

2.1 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 Additionally, this IGA defines the responsibilities of the affiliate agency with the ICAC Task Force.

III. RESPONSIBILITIES

3.1 Affiliated ICAC Task Forces may include investigators, supervisors or prosecutors from various local state, and federal law enforcement agencies who provide assistance subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

- (1) Conduct undercover ICAC investigations; and
- (2) Conduct reactive investigations for which venue lies within the agency's Jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CYBERTIP referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations,
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating proactive investigations, and
- (3) ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards (attached).

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The affiliate agency agrees to use the guidelines in the ICAC Investigative Standards to prioritize cases.

3.9 An additional secondary role of the affiliate agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

IV. DURATION AND TERMINATION

4.1 This IGA shall become effective upon the date of the last signature of the executing parties. This IGA will remain in effect for two (2) years after the agreement becomes effective, and shall automatically renew itself for two (2) year periods not exceed three renewals, unless the agreement is terminated in writing by either party upon thirty-day notice.

4.2 Violation of the ICAC operational standards is cause for cancellation of affiliate agency's affiliation with OJJDP.

V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this Agreement.

Each party, in all instances, shall be indemnified against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this Agreement by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.4 Binding effect. All terms, provisions and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

5.5 Severability. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.6 Governing law. This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.7 Modification. This Agreement may be modified only by mutual written agreement of the parties.

VI. SPECIAL PROVISIONS

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its' affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

- (1) Reflect the seriousness of the offense,
- (2) Promote respect for the law,
- (3) Provide just punishment for the offense,
- (4) Afford adequate deterrence to criminal conduct,
- (5) Protect the public from further crimes of the defendant, and
- (6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The affiliated agency will provide monthly reports to the Phoenix PD / ICAC Task Force on the prescribed form.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been or will be referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities including screen names, age, or sex of undercover personas unless authorized and mandated by public record law or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Equipment. Equipment bought on a sub-grant application will remain the property of the affiliate agency and is being loaned to the affiliate agency for use in Internet crimes against children investigations. The equipment must be made available by the affiliate agency for inspection by the AZ ICAC, the Department of Justice, or a representative of the ICAC Board of Director's anytime requested.

The equipment must be maintained in accordance with the equipment inventory policies of the affiliate agency. The future disposition of the equipment will be tracked by the AZ ICAC detail in the event that there is an audit of our purchases by the Department of Justice.

If at some future time the equipment is not serviceable or no longer useful to the affiliate agency, it is requested that the affiliate agency dispose of the items in a manner consistent with official policies and/or Federal laws concerning the proper disposition of government policy.

6.8 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically

provided in this Agreement, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information, or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed, or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this agreement is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the Agreement.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.9 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

IN WITNESS WHEREOF, the parties enter into this Agreement:

**City of Phoenix,
An Arizona Municipal Corporation
(Primary Grantee)**

**City of Surprise,
An Arizona Municipal Corporation
(Affiliate)**

Jeri L. Williams Date
Police Chief
Phoenix Police Department

Terry Young Date
Chief of Police
Surprise Police Department

Maricopa County Board of Supervisors

Andy Kunasek Date
District 3 Supervisor

Steve Chucri Date
Chairman of the Board

ATTEST:

ATTEST:

Cris Meyer
City Clerk

Fran McCarroll
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Acting City Attorney

Deputy County Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), each of the undersigned attorneys Acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Phoenix (Primary Grantee)

City of Surprise (Affiliate)

Signature

Sandra Hunter, Asst. Chief Counsel

Printed name, title

Date

Signature

Robert Wingo, City Attorney

Printed name, title

Date



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	6
Staff Recommendations:	None		

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “CCV Surprise” dated November 6, 2017, a property generally located southwestern corner of Bullard Avenue and Cholla Street within the Rancho Gabriella PAD.

Motion:

I move to approve the Final Plat entitled, “CCV Surprise” dated November 6, 2017.

Background:

Patten and Associates, LLC, on behalf of CCV Surprise, LLC, seeks approval of an Amended Final Plat that will create three (3) parcels totaling approximately 10.99 acres. The existing church will occupy a 29.61 acre parcel while the remaining two (2) lots totaling 10.99 acres will be marketed for commercial users along Bullard Avenue.

Objective Analysis:

Staff believes the proposed Amended Final Plat is consistent with the manner and intent of the Surprise Municipal Code. Once platted, the site will be able to be developed in accordance with the requirements of the City of Surprise and the approved Site Plan.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

Click to download

- ☐ [00-FS17-113-Christ's Church of the Valley Amended Final Plat-Staff Report](#)
 - ☐ [01 - FS17-113 – Christ's Church of the Valley Amended Final Plat - Vicinity Map](#)
 - ☐ [02 - FS17-113 – Christ's Church of the Valley Amended Final Plat - Master Site Plan](#)
 - ☐ [03 - FS17-113 – Christ's Church of the Valley Amended Final Plat](#)
 - ☐ [04 - FS17-113 – Christ's Church of the Valley Amended Final Plat - Presentation](#)
-

FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS17-113

Project Name: Christ's Church of the Valley (CCV) Amended Final Plat

Council District: 6 – Palo Verde

Meeting Date: January 16, 2018

Planner: Hobart Wingard, 623-222-3156, hwingard@surpriseaz.gov

Owner: CCV Surprise, LLC

Applicant: Patten and Associates, LLC

Request: Amended Final Plat for Christ's Church of the Valley Worship Campus within the Rancho Gabriella Planned Area Development (PAD)

Site Location: Generally, on the southwestern corner of Bullard Avenue and Cholla Street

Site Size: Approximately 40.60 acres

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

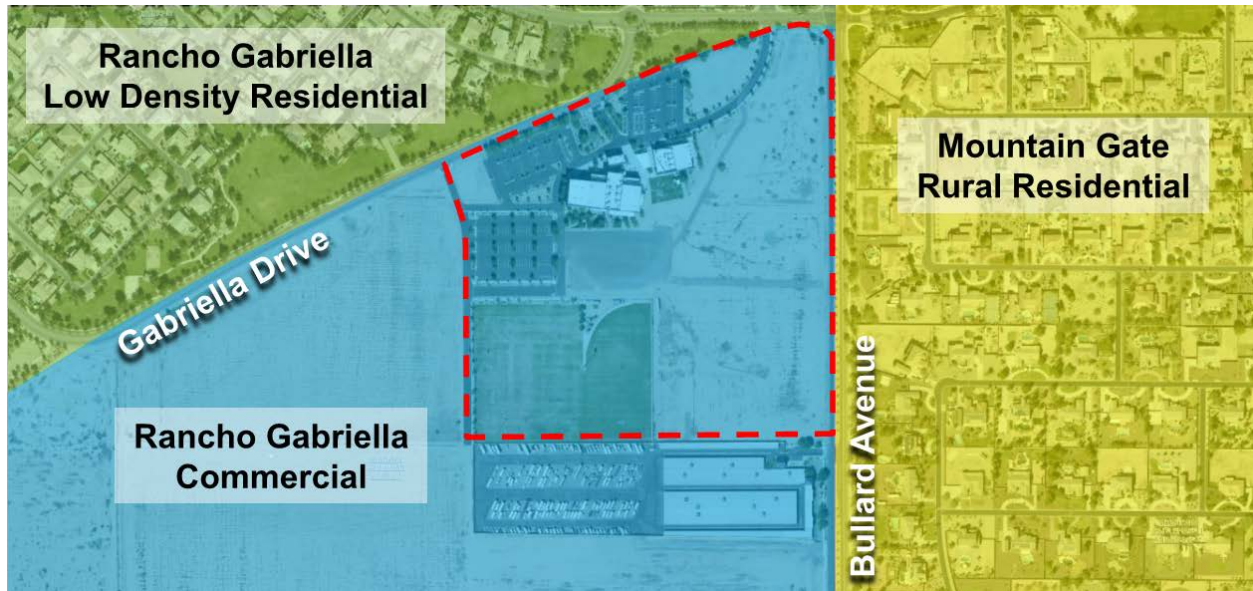
Support/Opposition: None received by staff

PROJECT DESCRIPTION:

Patten and Associates, LLC, on behalf of CCV Surprise, LLC, seeks approval of an Amended Final Plat that will create three (3) parcels totaling approximately 10.99 acres. The existing church will occupy a 29.61 acre parcel while the remaining two (2) lots totaling 10.99 acres will be marketed for commercial users along Bullard Avenue.

EXISTING ZONING:

The following map and chart depicts the existing zoning of the subject site and its surroundings:



Rancho Gabriella PAD Existing Low Density Residential	Rancho Gabriella PAD Existing Low Density Residential	Mountain Gate PAD Existing Low Density Residential
Rancho Gabriella PAD Vacant Industrial	Rancho Gabriella PAD Existing Worship Facility	Mountain Gate Existing Rural Residential
Rancho Gabriella PAD Vacant Industrial	Rancho Gabriella PAD Existing Self Storage Facility	Mountain Gate Existing Rural Residential

BACKGROUND:

May 13, 1999: The subject parcel was annexed into the City of Surprise.

September 13, 2000: The Mayor and City Council approved the Rancho Gabriella PAD under Case PAD98-107.

September 16, 2003: The Planning and Zoning Commission approved a Site Plan for Parkway Christian Church under Case SP03-190.

June 9, 2005: The Mayor and City Council approved a PAD amendment for Rancho Gabriella under Case PADA05-037.

January 15, 2008: The Planning and Zoning Commission approved an Amended Site Plan for Parkway Christian Church under Case SPA07-316.

February 2011: CCV assumed ownership of the Parkway Christian Church.

July 5, 2012: The Planning and Zoning Commission approved an Amended Site Plan for CCV under Case FS12-140.

June 5, 2014: The Planning and Zoning Commission approved an Amended Site Plan for CCV under Case FS14-103.

February 18, 2016: Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under Case CR16-065.

February 21, 2017: The applicant filed a request for an Amended Final Plat under Case FS17-113, the subject case.

January 4, 2018: The Planning and Zoning Commission approved a Site Plan Amendment for the subject property under Case FS17-113, the subject case.

ANALYSIS AND DISCUSSION:

The subject request involves an Amended Final Plat for the Christ's Church of the Valley worship campus. As the church is not looking to expand to the extent planned for the original Parkway Christian Church, an amended Final Plat will create three (3) parcels totaling 40.60 acres. The existing church will occupy a 29.61 acre parcel while the remaining two (2) lots totaling 10.99 acres will be marketed for commercial users along Bullard Avenue. These additional lots will be marketed for commercial uses as defined in the Rancho Gabriella PAD. The two (2) proposed lots will then provide an access onto Bullard Avenue that will be shared by the lots and the worship campus facility when the properties along Bullard Avenue develop.

On January 4, 2018, an amended site plan was approved by the Planning and Zoning Commission. Proposed improvements include an expansion of the southern parking lot and open space facilities. A lighted, tree lined paver walkway is proposed to provide improved pedestrian connection between the buildings, parking, and sports fields. Additionally, the layout includes an expanded fire lane encircling the existing campus buildings.

UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	Private
Natural Gas:	SWG

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Employment Character Area, which supports uses such as that proposed.

SUMMARY:

Staff believes the proposed Amended Final Plat is consistent with the manner and intent of the Surprise Municipal Code. Once platted, the site will be able to be developed in accordance with the requirements of the City of Surprise and the accompanying Site Plan.

FINDINGS:

- The proposed Amended Final Plat demonstrates compliance with the General Plan.
- The proposed Amended Final Plat demonstrates compliance with the criteria set forth in the Skyway Business Park PAD.
- The proposed Amended Final Plat demonstrates compliance with the criteria set forth in Surprise Unified Development Code (SUDC).
- The reviewing agencies have indicated no objections to the request.

Attachments:

- 01 - Vicinity Maps
- 02 - Master Site Plan
- 03 – Amended Final Plat

VICINITY MAP

FS17-113
CCV



VICINITY MAP

FS17-113
CCV



ZONING

FS17-113
CCV

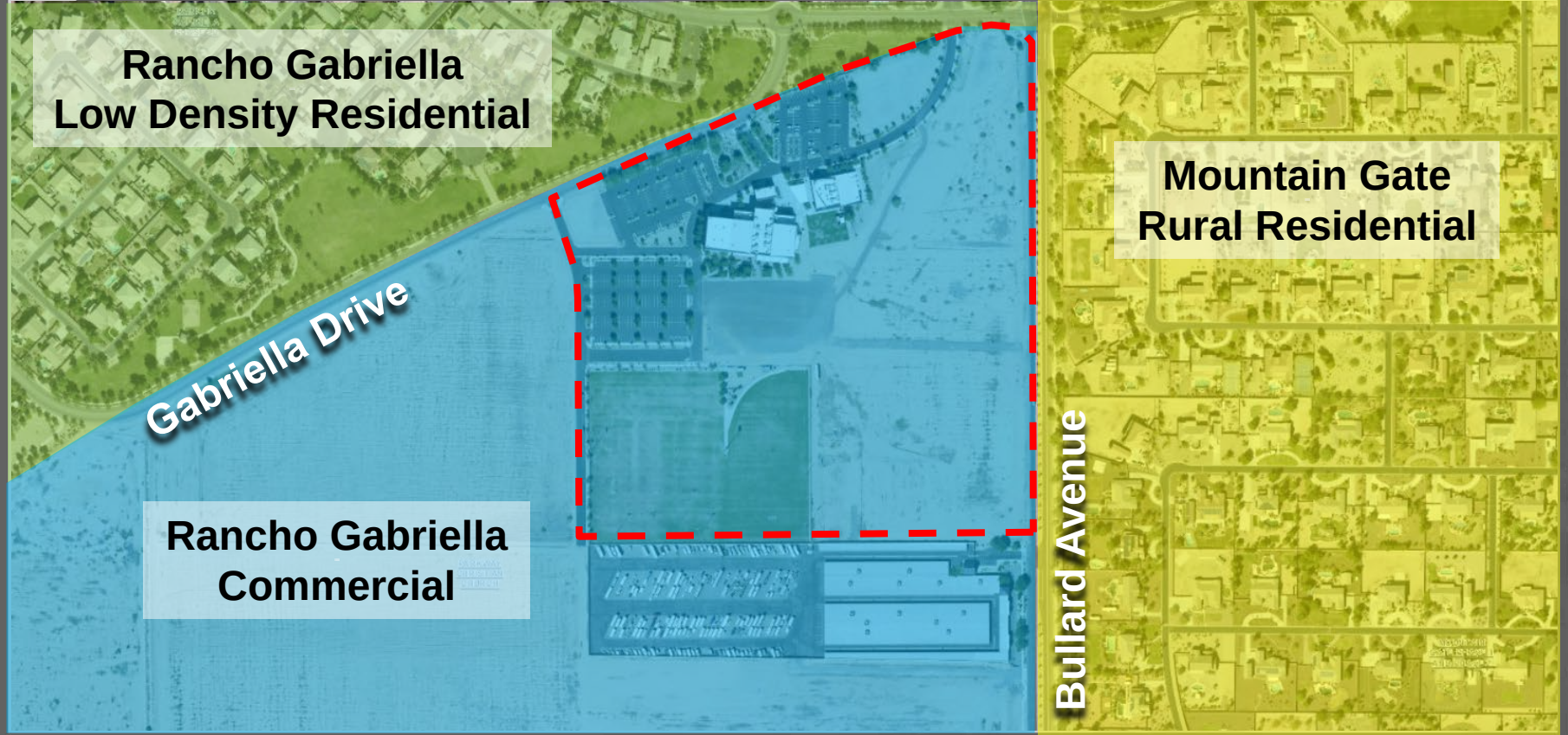
**Rancho Gabriella
Low Density Residential**

Gabriella Drive

**Rancho Gabriella
Commercial**

**Mountain Gate
Rural Residential**

Bullard Avenue



This drawing is provided as an instrument of service by NEXT IDEA ARCHITECTS, LLC and is intended for use on this project only. This drawing remains the property of NEXT IDEA ARCHITECTS, LLC and shall be returned to them upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the overall form, arrangement & composition of spaces and elements appearing herein constitute the original copyright work of NEXT IDEA ARCHITECTS, LLC and/or its consultants. Any reproduction, use or disclosure of information contained herein without prior written consent from NEXT IDEA ARCHITECTS, LLC is strictly prohibited.

2-12 A Policy on Geometric Design of Highways and Streets

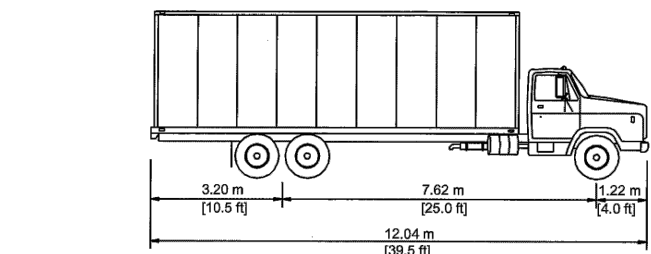
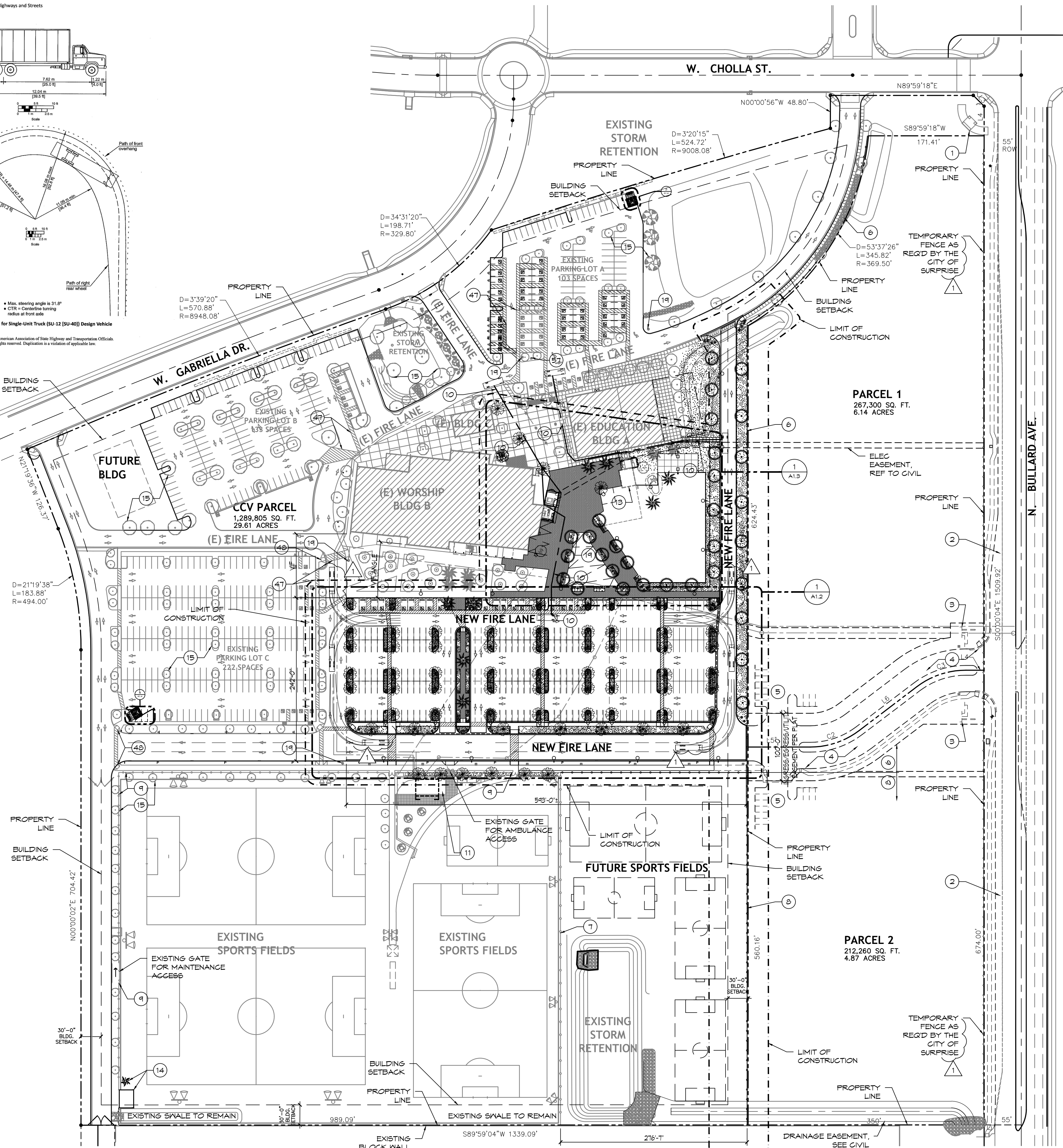


Figure 2-3. Minimum Turning Path for Single-Unit Truck (SU-12 (SU-40)) Design Vehicle

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MASTER SITE PLAN

SCALE: 1" = 80'-0"

GENERAL SITE NOTES

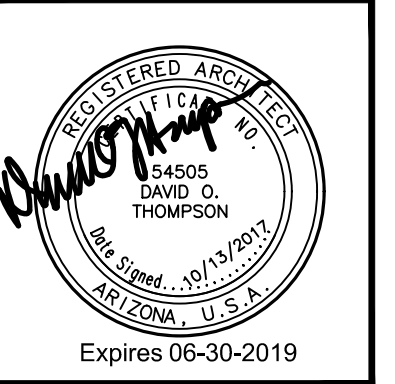
- IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO REVIEW ALL DOCUMENTS PRIOR TO CONSTRUCTION & CONTACT ARCHITECT OF RECORD (AR) IV ANY DISCREPANCIES & OR ANY MISSING INFORMATION THAT IS REQ'D TO COMPLETE THE CONSTRUCTION OF THIS PROJECT.
- ALL SCREENED LINES INDICATE EXISTING CONSTRUCTION/LANDSCAPE TO REMAIN, UNO
- ALL SOLID (NON-SCREENED) LINES INDICATE NEW CONSTRUCTION/LANDSCAPE, UNO

SITE KEY NOTES

(NOT ALL KEY NOTES LISTED ARE USED ON THIS PLAN)

- REPLACE EXISTING SIGN
- FUTURE STREET IMPROVEMENTS
- FUTURE MONUMENT SIGN
- FUTURE 100'-0" BLVD EASEMENT
- FUTURE PARCEL ACCESS
- NEW FENCE ALONG EAST PROPERTYLINE, MATCH EXISTING
- EXISTING FENCE TO BE RELOCATED
- RELOCATED EXISTING FENCE
- EXISTING FENCE/GATE TO REMAIN
- LINE INDICATES 200'-0" OR LESS ACCESS FROM FIRE DEPARTMENT APPARATUS PER CITY OF SURPRISE EDS, 2.6 FIRE DEPARTMENT ACCESS REQUIREMENTS, #3
- FUTURE PERMANENT RR BLDGS
- CONC PAD
- EXISTING CELL TOWER & EQUIP ENCLOSURE TO REMAIN & TO BE RELOCATED IN THE FUTURE
- FUTURE LOCATION OF THE RELOCATED CELL TOWER & EQUIP ENCLOSURE
- EXISTING LANDSCAPE (TREES, SHRUBS, GRASS, GRAVEL) TO REMAIN
- NEW LANDSCAPE (TREES, SHRUBS, GRASS, GRAVEL) PER LANDSCAPE PLAN
- FIRE LANE CURBS TO BE PAINTED RED, THE COLOR RED TO BE PER THE CITY OF SURPRISE "FIRE DEPARTMENT ACCESS & DETAILS GUIDE"
- NEW FIRE LANE SIGNS/ CURB STENCILS & INSTALLATION OF SIGNS/STENCILS TO BE PER THE CITY OF SURPRISE "FIRE DEPARTMENT ACCESS & DETAILS GUIDE"
- EXISTING FIRE HYDRANT TO REMAIN
- HANDICAP PARKING SIGN, REF 6/A1.5
- PAINTED HANDICAP PAVEMENT SIGN, REF 7/A1.5
- ACCESSIBLE ROUTE SEE SITE PLAN, 2% SLOPE 1:50 MAX, REF TO CIVIL
- SIDEWALK RAMP, 1:12 MAX SLOPE IV TRACTION GROOVING (DETECTABLE WARNING) IN CONC SURFACE "X" TOOL OR SAWCUT @ 1" OC MATCH EXISTING & ALSO MAKE SURE THEY CONFORM TO THE "UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION" "MAG DETAILS"
- CURB STOP, REF 5/A1.5
- EXISTING PAVERS TO REMAIN
- NEW PAVERS
- EXISTING CONC EQUIP PAD TO REMAIN
- EXISTING TRANSFORMER/ELEC EQUIP TO REMAIN
- EXISTING STORAGE YARD TO REMAIN
- EXISTING BOLLARDS TO REMAIN
- EXISTING BOLLARD TO BE REMOVED
- EXISTING SES TO REMAIN
- NEW CONC WALKWAY
- EXISTING CONC TO BE REMOVED
- EXISTING SHADE STRUCTURE (COVERED SEATING)
- EXISTING STAIRS TO BE REMOVED
- FUTURE IN-GROUND BAPTISTRY
- NOT USED
- PATCH & REPAIR WALL AS REQ'D, STUCCO & PT TO MATCH REST OF STORAGE ENCLOSURE
- NEW GATE, MATCH DESIGN & MATERIAL TO EXISTING GATE @ ENCLOSED STORAGE AREA
- EXISTING RAILING TO BE REMOVED
- PALM TREE TO BE RELOCATED
- RELOCATED PALM TREE
- EXISTING IRRIGATION TO BE RELOCATED, SEE LANDSCAPE DRAWINGS
- EXISTING ELEC TO BE RELOCATED, SEE CIVIL/ELECTRICAL DRAWINGS
- EXISTING ACCESSIBLE ROUTE
- EXISTING CURB RAMP
- NOT USED
- NEW LIGHT, SEE ELEC DWGS FOR LOCATIONS, DETAILS & SPECS
- EXISTING DOWN SPOUT NOZZLES TO NEW UNDER GROUND DRAIN PIPE(S), REF TO CIVIL
- ARTIFICIAL TURF, MATCH EXISTING
- EXISTING ARTIFICIAL TURF TO REMAIN
- EXISTING RETENTION TO BE FILLED IN, COMPACTED, GRADED AND LANDSCAPED PER CIVIL & LANDSCAPE DWGS
- 6" WIDE CONC CURB
- EXISTING LANDSCAPE TO BE REMOVED
- EXISTING F.D.C.
- OUTLINE OF EXISTING GRASS PLAY AREA
- DASHED LINE INDICATES CLEAR MAINTENANCE AREA
- STRING LIGHTS
- 4" Ø STL POST, TYP FOR 11 LOCATIONS, REF 10/A1.5

ni
NEXT IDEA
ARCHITECTS



CHRIST'S CHURCH OF THE VALLEY
SURPRISE CAMPUS
SITE IMPROVEMENTS
14787 W. CHOLLA ST., SURPRISE, AZ

ISSUE	DATE
CONCEPT REVIEW MTG	2016-02-03
CONSTRUCTION SUBMITTAL	2017-09-01

CITY COMMENTS	2017-10-13
---------------	------------

Issue Date:	2017-09-01
Drawn:	MKT
Reviewed:	DOT
Job Number:	SUR-17001

MASTER SITE
PLAN

A1.1

FINAL PLAT
FOR
"CCV SURPRISE"

A REPLAT OF LOT 1, "PARKWAY CHRISTIAN CHURCH" PER BOOK 708 OF
MAPS, PAGE 9, M.C.R. LOCATED IN A PORTION OF THE SOUTH HALF OF
SECTION 20, T3N, R1W, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:

14787 W. CHOLLA ST., LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "CCV SURPRISE", A PORTION OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "CCV SURPRISE", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. 14787 W. CHOLLA ST., LLC, AS OWNER, HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SSURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY THE OWNER. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY. LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

IN WITNESS WHEREOF, 14787 W. CHOLLA ST., LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____, ITS _____, 2017
AUTHORIZED THIS _____ DAY OF _____, 2017

OWNER/AUTHORIZED SIGNER

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

BEFORE ME THIS _____ DAY OF _____, 2017, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF 14787 W. CHOLLA ST., LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE, AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF,
I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2017.

MAYOR _____

CITY CLERK _____

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2017, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

CITY ENGINEER _____

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2017; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRETT L. NOWACKI, R.L.S.



10/13/17
DATE

PUBLIC NOTICE

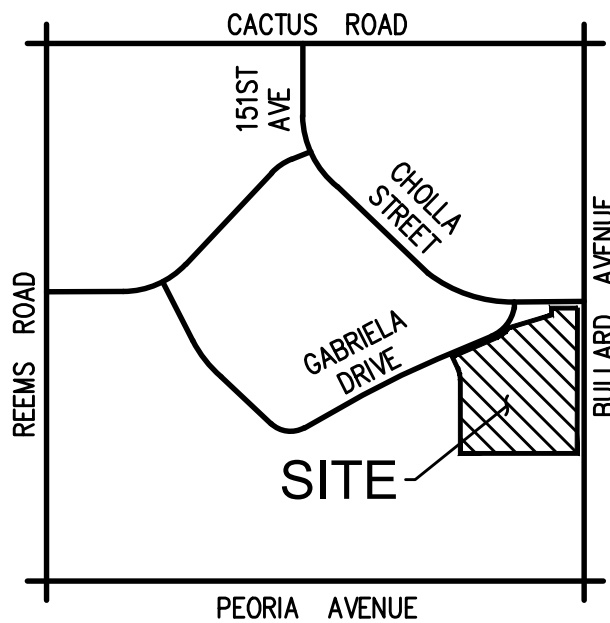
THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

14787 W. CHOLLA ST., LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

NOTES

- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITIES EASEMENTS EXCEPT, UTILITIES, WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING, SIDEWALKS, PATHS AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS, OR OTHER PLANTING AS APPROVED BY THE CITY OF SURPRISE. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE, OR UTILITY COMPANIES ARE NOT RESPONSIBLE FOR REPLACING ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION, EXCEPT RESTORATION OF GRADE TO PRE CONSTRUCTION CONDITION.
- ELECTRICAL LINES TO BE CONSTRUCTED AS REQUIRED BY THE ARIZONA CORPORATE COMMISSION GENERAL ORDER R-14-2-133.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPE AREAS WITHIN THE PROJECT.
- THE PARCEL LIES WITHIN ZONE "X" AS SHOWN ON PANEL 04013C1680L, EFFECTIVE 10/16/2013. ZONE "X" IS DEFINED AS HAVING "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."
- ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2 INCH REBAR AND CAP BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN FEDERAL REGISTER ON JULY 26, 1991, AS PERTAINS TO CURB & RAMP, RAMP, CROSS WALK, SLOPE AND CROSS SLOPE OF SIDEWALK, AND PARKING REQUIREMENTS.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
- ZONED- INDUSTRIAL PLANNED AREA DEVELOPMENT.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.



VICINITY MAP

OWNER

14787 W. CHOLLA ST., LLC
7007 W. HAPPY VALLEY ROAD
PEORIA, AZ 85383
PHONE: (623) 376-2444
CONTACT: DAVID THOMPSON
EMAIL: davidthompson@ccv.church

SURVEYOR

INFINITY ENGINEERING SERVICES, LTD.
P.O. BOX 88034
PHOENIX, AZ 85080
PHONE: 602-670-8635
CONTACT: BRETT L. NOWACKI, R.L.S.
EMAIL: brett@infinityphx.net

BASIS OF BEARING

NORTH 88 DEGREES 52 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN AS RECORDED IN BOOK 708 OF MAPS, PAGE 09.

LEGAL DESCRIPTION (PARENT PARCEL)

PARCEL NO. 1:

LOT 1 OF A MINOR LAND DIVISION OF PARKWAY CHRISTIAN CHURCH, A SUBDIVISION OF MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE MARICOPA COUNTY RECORDER IN BOOK 708 AT PAGE 9 THEREOF.

PARCEL NO. 2:

AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:
A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
BEGINNING AT A 2 INCH IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 20, FROM WHICH A 1 INCH IRON PIPE FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 20 BEARS NORTH 00°00'02" EAST, A DISTANCE OF 2637.83 FEET;
THENCE NORTH 00°00'02" EAST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 1081.83 FEET;
THENCE SOUTH 89°59'04" WEST A DISTANCE OF 1344.10 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH A DISTANCE OF 1021.92 FEET TO A POINT ON THE SOUTH 33.0 FEET OF SAID SECTION 20;
THENCE NORTH 88°52'08" WEST ALONG THE NORTH LINE OF THE SOUTH 33.0 FEET OF SAID SECTION 20, A DISTANCE OF 50.01 FEET;
THENCE NORTH A DISTANCE OF 1021.91 FEET;
THENCE NORTH 89°59'04" EAST A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

2663 E. Hobart Street
Chandler, AZ 85226
PH: (480) 223-8672
landcorconsulting.com



FINAL PLAT
OF
CCV SURPRISE
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DATE:				
REVISIONS:				

FINAL PLAT

DATE: 10/13/17

PROJ. #: 1425

SHEET

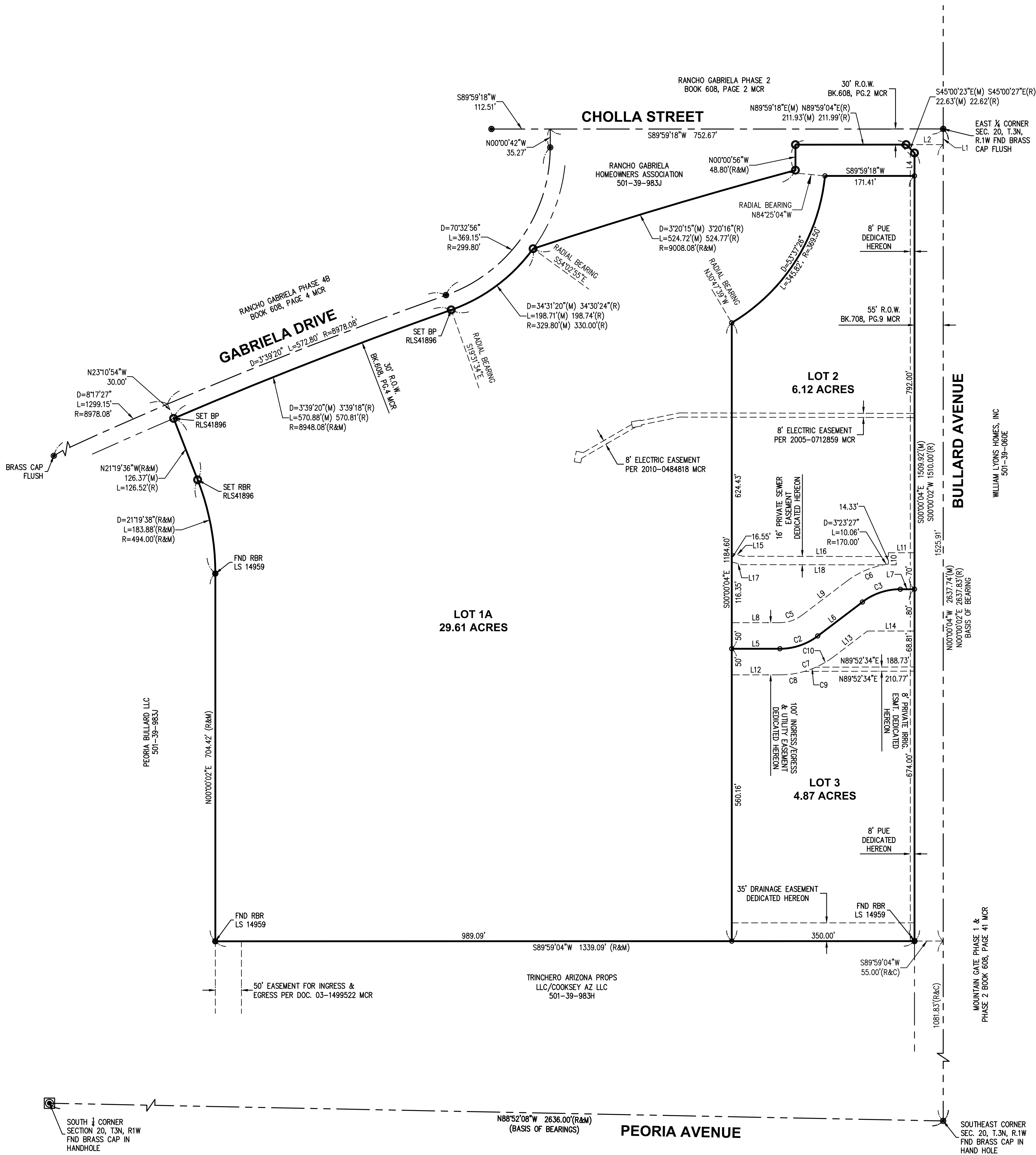
1 OF 2

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C2	77.95'	120.00'	37°13'03"
C3	77.95'	120.00'	37°13'03"
C5	45.47'	70.00'	37°13'03"
C6	87.45'	170.00'	29°28'27"
C7	110.43'	170.00'	37°13'03"
C8	47.76'	170.00'	16°05'44"
C9	23.49'	170.00'	7°54'57"
C10	39.18'	170.00'	13°12'22"

LINE TABLE		
LINE#	LENGTH	DIRECTION
L1	30.00'	S00°00'04"E
L2	71.00'	S89°59'18"W
L4	43.92'	S00°00'04"E
L5	92.10'	N89°59'56"E
L6	107.55'	N52°46'52"E
L7	27.10'	N89°59'56"E
L8	92.10'	N89°59'56"E
L9	107.55'	N52°46'52"E
L10	21.55'	N00°00'04"W
L11	50.00'	N89°59'56"E
L12	92.10'	N89°59'56"E
L13	81.51'	N52°46'52"E
L14	90.17'	N89°59'56"E
L15	22.33'	S75°08'22"E
L16	278.42'	S89°54'17"E
L17	20.16'	S75°08'22"E
L18	270.59'	S89°54'17"E

AREA SUMMARY

GROSS AREA:	40.60 ACRES
NUMBER OF LOTS:	3
LOT 1A:	29.61 ACRES
LOT 2:	6.12 ACRES
LOT 3:	4.87 ACRES



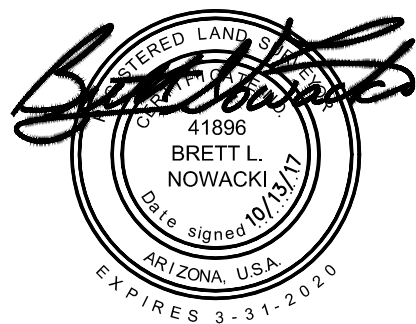
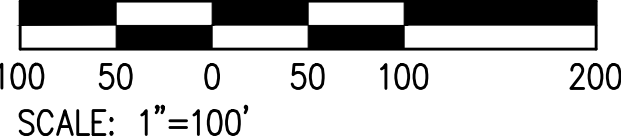
LEGEND

- BRASS CAP FLUSH
- FOUND 1/2" REBAR
- MONUMENT AS NOTED

PROPERTY BOUNDARY
LOT BOUNDARY
EASEMENT
CENTERLINE

APN
FND
(C)
(R)
(M)
R.O.W.
R.L.S.
M.C.R.
P.U.E.
ESMT.
BK.
PS.
DOC.
RBR
BP
SEC.

ASSESSORS PARCEL NUMBER
FOUND
CALCULATED
RECORDED
MEASURED
RIGHT-OF-WAY
REGISTERED LAND SURVEYOR
MARICOPA COUNTY RECORDER
PUBLIC UTILITY EASEMENT
EASEMENT
BOOK
PAGE
DOCKET
REBAR
BRASS PLUG
SECTION

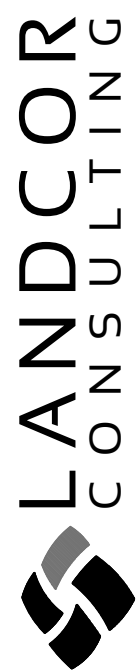


FINAL PLAT OF CCV SURPRISE CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

REVISIONS:	DATE:

FINAL PLAT
DATE: 10/13/17
PROJ. #: 1425
SHEET 2 OF 2

2663 E. Hobart Street
Glendale, AZ 85126
P: 602.933.8972
landcorconsulting.com





SURPRISE
ARIZONA

FS17-113
CCV Church
Amended Final Plat

Mayor and City Council – January 16, 2018

VICINITY MAP



VICINITY MAP



ZONING

**Rancho Gabriella
Low Density Residential**

Gabriella Drive

**Rancho Gabriella
Commercial**

**Mountain Gate
Rural Residential**

Bullard Avenue

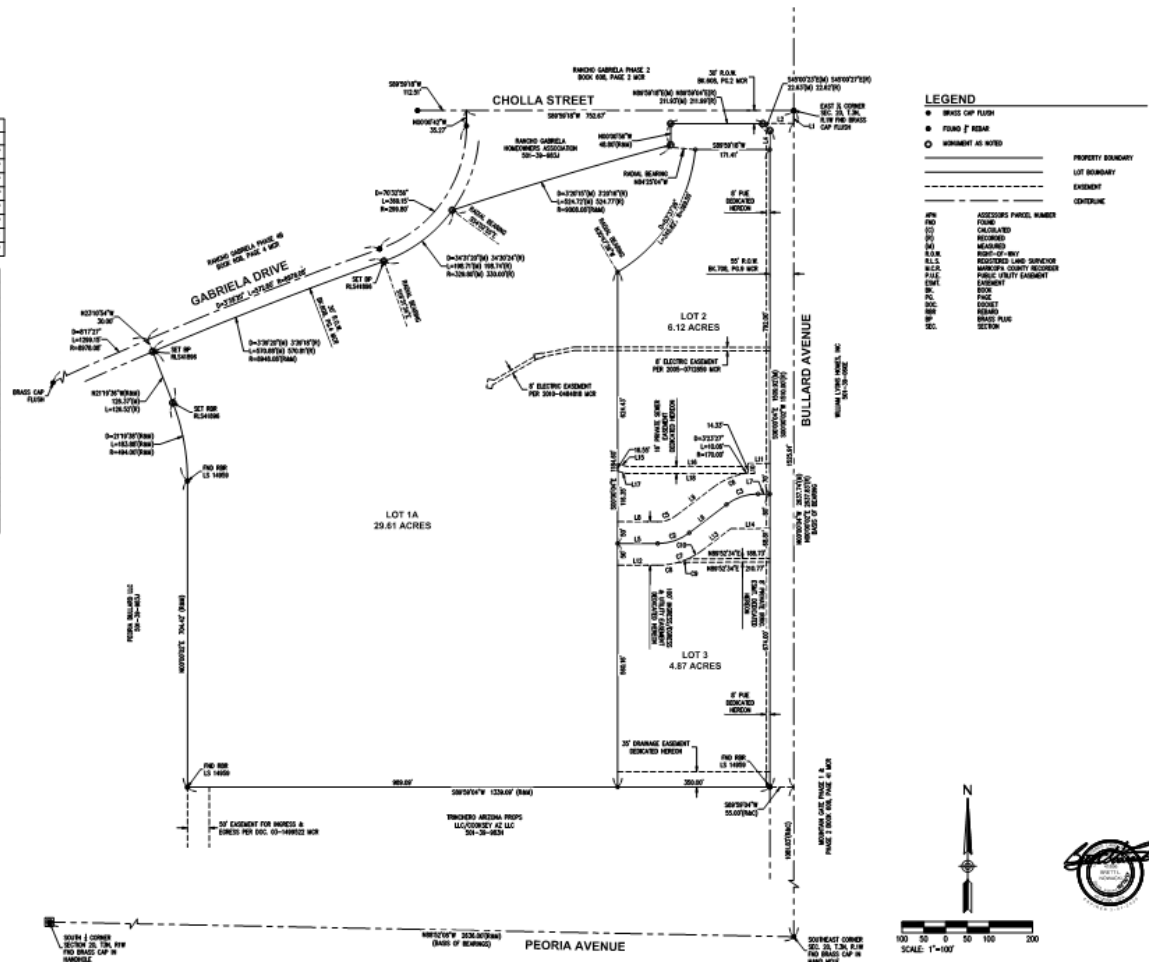
AMENDED FINAL PLAT

CURVE TABLE			
CURVE	LENGTH	PHOSUS	DELTA
C2	77.85'	120.00'	37°15'03"
C3	77.85'	120.00'	37°15'03"
C5	45.47'	79.00'	37°15'03"
C6	87.45'	170.00'	28°28'27"
C7	116.43'	170.00'	37°15'03"
C8	47.76'	170.00'	16°05'44"
C9	33.46'	170.00'	7°54'37"
C10	38.18'	170.00'	13°12'12"

LINE TABLE		
LINE#	LENGTH	DIRECTION
L1	30.00'	S00°00'04"E
L2	71.00'	S89°58'18"W
L3	43.92'	S00°00'04"E
L5	92.10'	N89°56'56"E
L6	107.55'	N52°46'52"E
L7	27.10'	N89°56'56"E
L8	92.10'	N89°56'56"E
L9	107.55'	N52°46'52"E
L10	21.55'	N00°00'04"W
L11	50.00'	N89°56'56"E
L12	92.10'	N89°56'56"E
L13	81.51'	N52°46'52"E
L14	90.17'	N89°56'56"E
L15	22.33'	S75°08'22"E
L16	278.42'	S89°54'17"E
L17	20.16'	S75°08'22"E
L18	270.58'	S89°54'17"E

AREA SUMMARY

GROSS AREA:	40.60 ACRES
NUMBER OF LOTS:	3
LOT 1A:	29.81 ACRES
LOT 2:	6.12 ACRES
LOT 3:	4.67 ACRES





SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

Back Print

Council Meeting Date:	January 16, 2018	Contact Person:	Robert Kuhfuss - Community Development
Submitting Department:	CD	District:	3
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action pertaining to approval a Final Plat entitled, "Highland Prep" dated November 14, 2017, located on the northwest corner of Reems Road and Hearn Road.

Motion:

I move to approve the Final Plat entitled, "Highland Prep" dated November 14, 2017.

Background:

Mike Glauser of Boyer HP, LC seeks approval of a Final Plat for the Highland Prep property located at the northwest corner of Reems Road and Hearn Road. This Final Plat consists of a single lot approximately 8.28 acres in size, in addition to right-of-way dedication along Hearn Road. Included in the Final Plat are various easements needed to serve the site. Development of the site is underway and will ultimately include half-street improvements along Hearn Road adjacent to the site, in addition to a right turn lane on Reems Road. Staff has no objections to the approval of the requested Final Plat.

Objective Analysis:

Approval of this Final Plat will place the subject property within the boundaries of a Final Plat in accordance with the SUDC.

Policy Compliant:

This proposal meets all relevant policies of the City of Surprise.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

None

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

Click to download

- ☐ [00 - FS17-486 Highland Prep Final Plat - Staff Report](#)
 - ☐ [01 - FS17-486 Highland Prep Final Plat - Vicinity Map](#)
 - ☐ [02 - FS17-486 Highland Prep Final Plat - Case Map](#)
 - ☐ [03 - FS17-486 Highland Prep Final Plat](#)
 - ☐ [04 - FS17-486 Highland Prep Final Plat - Presentation](#)
 - ☐ [ROW Valuation Memo](#)
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS17-486**

Project Name: Highland Prep Final Plat

Council District: 3

City Council Date: **January 16, 2018**

Planner: Robert Kuhfuss

Owner: Boyer HP, LC

Applicant: Mike Glauser of Boyer HP, LC

Request: Final Plat for Highland Prep

Site Location: Northwest corner of Reems Road and Hearn Road

Site Size: 8.28 acres (approx.)

Density: Not applicable

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: None known

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat meets the requirements of the Surprise Municipal Code.

Alternative Actions: **Approval** of the requested Final Plat will place the property inside a plat boundary in accordance with the SUDC.

Denial of the requested Final Plat will prevent the property from being placed inside a plat boundary.

44 **PROJECT DESCRIPTION:**

45
46 Mike Glauser of Boyer HP, LC seeks approval of a Final Plat for the Highland Prep property
47 located at the northwest corner of Reems Road and Hearn Road. This Final Plat consists of a
48 single lot approximately 8.28 acres in size, in addition to right-of-way dedication along Hearn
49 Road. Included in the Final Plat are various easements needed to serve the site. Development
50 of the site is underway and will ultimately include half-street improvements along Hearn Road
51 adjacent to the site, in addition to a right turn lane on Reems Road. Staff has no objections to
52 the approval of the requested Final Plat.
53

54 **BACKGROUND:**

55
56 **March 16, 2017:** Staff met with the applicant during a regularly scheduled Concept Review meeting
57 under CR17-125.
58

59 **May 3, 2017:** The applicant filed a request for an administrative site plan covering Phase I under
60 case FS17-216.
61

62 **June 29, 2017:** Staff administratively approved the Phase I site plan for the subject site.
63

64 **August 16, 2017:** The applicant filed a request for an administrative site plan covering Phase II
65 together with a Final Plat under case FS17-486, the subject case.
66

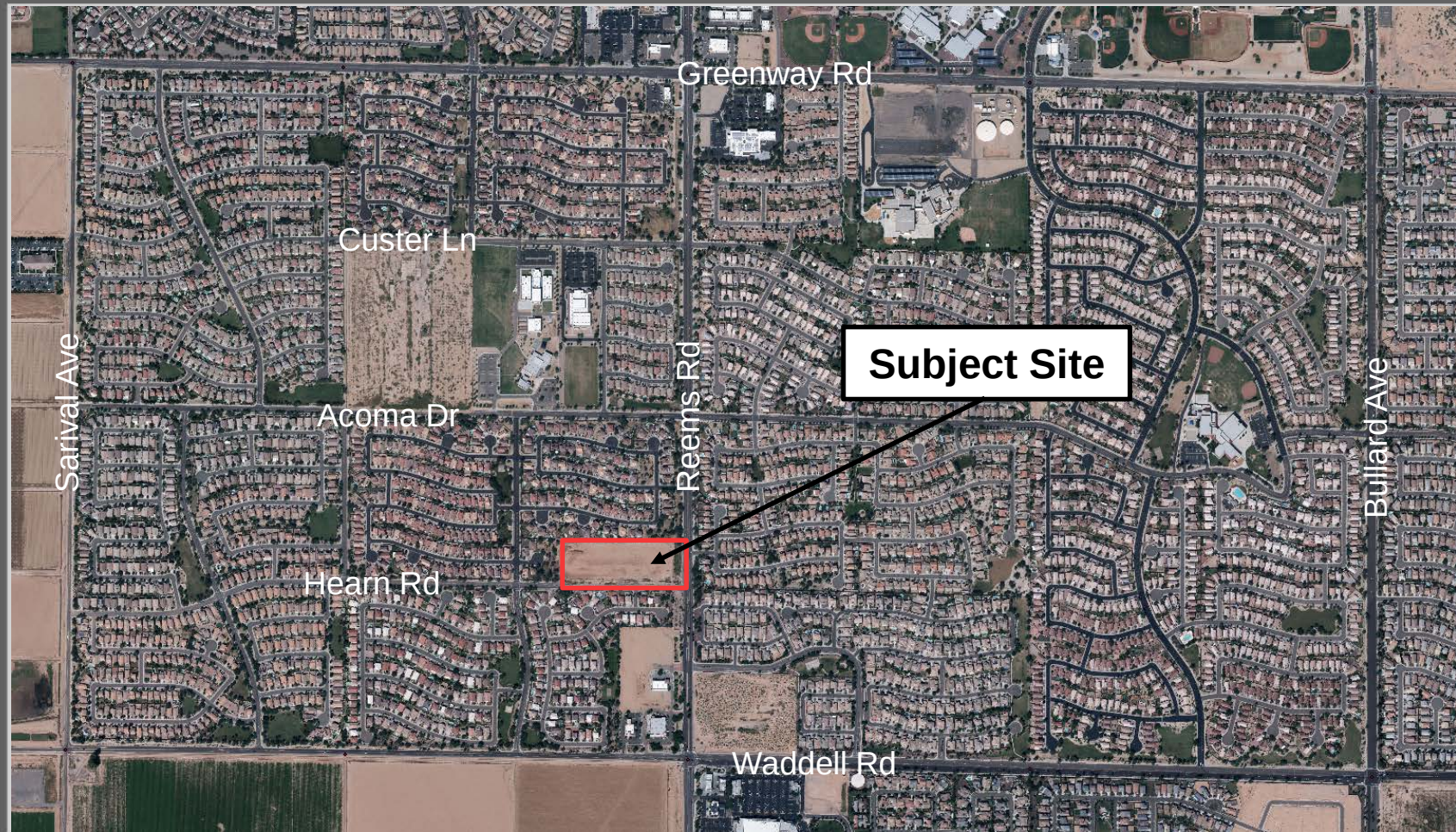
67 **December 13, 2017:** Staff administratively approved the Phase II site plan for the subject site.
68

69 **REVIEWING AGENCIES:**

70
71 In addition to the standard city reviewing agencies, who indicate no objections to the requests,
72 Luke Air force Base, Maricopa Water District, and ADOT were included in the routing of this case
73 and express no concerns.
74

75 **Attachments:**

76
77 01 Vicinity Map (1 page)
78 02 Case Map (1 page)
79 03 Final Plat (2 pages)



Sarival Ave

Custer Ln

Acoma Dr

Hearn Rd

Greenway Rd

Reems Rd

Waddell Rd

Bullard Ave

Subject Site

FS17-486 Vicinity Map



Bullard Ave

FS17-486 Case Map

DEDICATION

STATE OF ARIZONA)
) s.s.
COUNTY OF MARICOPA)

BOYER HP, L.C., A UTAH COMPANY, OWNER, HEREBY DEDICATES EASEMENTS AND RIGHTS-OF-WAY OVER THE SOUTH 360 FEET OF THE EAST 1001 FEET OF THE NORTH HALF OF THE SOUTHEAST ¼ QUARTER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, UNDER THE NAME "FINAL PLAT OF HIGHLAND PREP" AS SHOWN IN THIS FINAL PLAT. THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING THE PROPERTY. EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, NAME OR DESCRIPTION GIVEN EACH RESPECTIVELY ON THIS PLAT. THE EASEMENTS ARE DEDICATED FOR THE PURPOSES, AND SUBJECT TO THE CONDITIONS, STATED.

BOYER HP, L.C., A UTAH COMPANY, OWNER, GRANTOR, DEDICATES, IN FEE, TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, GRANTEE, THE PUBLIC STREETS AS SHOWN HEREON. SEE CITY OF SURPRISE UNIFIED DEVELOPMENT CODE, AS AMENDED, FOR GRANTOR'S MAINTENANCE OBLIGATIONS. WITHOUT LIMITATION, GRANTEE MAY (1) GRADE, FILL, DRAIN, PAVE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR, AND REBUILD ROADS, HIGHWAYS, UTILITY LINES, PIPES, AND RELATED FACILITIES, WHICH BRIDGES, CULVERTS, DRAINAGE WAYS, RAMPS, SIDEWALKS, CURBS, GUTTERS, CUTS, AND OTHER RELATED IMPROVEMENTS, AND (2) CUT TRIM, BRANCHES, TREES, AND GROWTH THAT EXTEND INTO THE IMPROVEMENTS, TO PREVENT INTERFERENCE WITH THE EFFICIENT MAINTENANCE AND OPERATION OF THE IMPROVEMENTS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

BOYER HP, L.C., A UTAH COMPANY, OWNER, DEDICATES, IN FEE, TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, GRANTEE, THE EASEMENTS AS SHOWN HEREON, SUBJECT TO THE CONDITIONS STATED.

- DRAINAGE AND FLOOD CONTROL: A PERPETUAL, NON-EXCLUSIVE EASEMENT SHOWN HEREON AS "DRAINAGE EASEMENT (D.E.)" UPON, OVER, UNDER, AND ACROSS THE PROPERTY ON THIS PLAT, FOR DRAINAGE AND FLOOD CONTROL AND ALL RELATED PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, MAINTENANCE, OPERATION, REPLACEMENT, AND REPAIR, OF LEVEES, DIKES, DAMS, STORMWATER STORAGE BASINS, STORM DRAINS, CHANNELS, IMPROVEMENTS, WASHES, WATERCOURSES AND OTHER DRAINAGE OR FLOOD CONTROL FACILITIES (COLLECTIVELY, "DRAINAGE FACILITIES"), SUBJECT TO THE FOLLOWING:
 - GRANTOR IS RESPONSIBLE FOR ALL DRAINAGE FACILITIES ON THE PROPERTY.
 - GRANTOR SHALL NOT CONSTRUCT, OBSTRUCT, OR ALTER ANY DRAINAGE FACILITIES ON THE PROPERTY WITHOUT GRANTEE'S PRIOR WRITTEN CONSENT.
 - DRAINAGE FACILITIES ON THE PROPERTY MIGHT NOT BE OBVIOUS. LACK OF AWARENESS OF DRAINAGE FACILITIES DOES NOT EXCUSE FAILURE TO PERFORM THE REQUIREMENTS OF THIS DOCUMENT.
 - AT GRANTOR'S EXPENSE, GRANTOR SHALL MAINTAIN THE FLOOD CARRYING OR STORAGE CAPACITY, PREVENT EROSION, AND PREVENT ANY REFUSE, DEBRIS, SEDIMENT, VEGETATION, OR OTHER OBSTRUCTION FROM ACCUMULATING IN DRAINAGE FACILITIES. GRANTEE IS NOT OBLIGATED TO PERFORM ANY SUCH WORK.
 - IF, IN GRANTEE'S OPINION, GRANTOR FAILS TO DO SUCH WORK, THEN GRANTEE MAY DO THE WORK AT THE GRANTOR'S EXPENSE. IN ADDITION TO GRANTEE'S OTHER REMEDIES, THE COST OF THE WORK SHALL BE SECURED BY A LIEN THAT GRANTOR HEREBY GRANTS AGAINST PROPERTY, WITH THE INTEREST AT THE ANNUAL RATE OF EIGHT PERCENT (8%).
 - GRANTOR SHALL, INDEMNIFY, DEFEND AND HOLD GRANTEE HARMLESS AGAINST GRANTOR'S FAILURE TO PERFORM UNDER THIS DOCUMENT.
- PUBLIC UTILITY: A PERPETUAL, NON-EXCLUSIVE EASEMENT SHOWN HEREON AS "PUBLIC UTILITY EASEMENT (P.U.E.)" UPON, OVER, UNDER, AND ACROSS THE PROPERTY ON THIS PLAT, IN CONJUNCTION WITH "PUBLIC UTILITY EASEMENT (P.U.E.) TO PRESERVE AN AREA FREE OF OBSTRUCTIONS FOR THE PURPOSE OF HARDSCAPE ACCESS ACROSS PROPERTY TO NEIGHBORING PROPERTY HARDSCAPES. IN THE EASEMENT, GRANTOR SHALL NOT PLACE OR ALLOW ANY BUILDINGS, WALLS, TREES, STRUCTURES, SCREENS OR OTHER OBSTRUCTIONS OF ANY SORT THAT RESTRICT ACCESS OF HARDSCAPES ACROSS THE PROPERTY TO NEIGHBORING PROPERTY HARDSCAPES. HOWEVER, THE GRANTEE MAY ALLOW POLES OR TREE TRUNKS THAT GRANTEE DETERMINES DO NOT ADVERSELY AFFECT ACCESS OF HARDSCAPES ACROSS THE PROPERTY TO NEIGHBORING PROPERTY HARDSCAPES.
- PUBLIC ACCESS: A PERPETUAL, NON-EXCLUSIVE EASEMENT SHOWN HEREON AS "SIDEWALK EASEMENT (S.W.E.)" UPON, OVER, UNDER, AND ACROSS THE PROPERTY ON THIS PLAT, IN CONJUNCTION WITH "PUBLIC UTILITY EASEMENT (P.U.E.) TO PRESERVE AN AREA FREE OF OBSTRUCTIONS FOR THE PURPOSE OF HARDSCAPE ACCESS ACROSS PROPERTY TO NEIGHBORING PROPERTY HARDSCAPES. IN THE EASEMENT, GRANTOR SHALL NOT PLACE OR ALLOW ANY BUILDINGS, WALLS, TREES, STRUCTURES, SCREENS OR OTHER OBSTRUCTIONS OF ANY SORT THAT RESTRICT ACCESS OF HARDSCAPES ACROSS THE PROPERTY TO NEIGHBORING PROPERTY HARDSCAPES. HOWEVER, THE GRANTEE MAY ALLOW POLES OR TREE TRUNKS THAT GRANTEE DETERMINES DO NOT ADVERSELY AFFECT ACCESS OF HARDSCAPES ACROSS THE PROPERTY TO NEIGHBORING PROPERTY HARDSCAPES.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION. HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

GRANTOR WARRANTS AND COVENANTS TO GRANTEE AND ITS SUCCESSORS AND ASSIGNS THAT GRANTOR IS LAWFULLY SEIZED AND POSSESSED OF THE PROPERTY THAT GRANTOR HAS A GOOD AND LAWFUL RIGHT TO MAKE THE CONVEYANCE DESCRIBED HEREIN AND THAT GRANTEE SHALL HAVE TITLE AND QUIET POSSESSION AGAINST THE CLAIMS OF ALL PERSONS.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF A CORPORATION, TRUST OR ORGANIZATION WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND GRANTOR HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS WITH THE LAND IN FAVOR OF GRANTEE'S SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF:

BOYER HP, L.C., A UTAH COMPANY, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS FINAL PLAT BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED THIS _____ DAY OF _____, 2016.

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) s.s.
COUNTY OF ARIZONA)

ON THIS _____ DAY OF _____, 2017, BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____, 20____

FINAL PLAT OF "HIGHLAND PREP" 15600 W. HEARN ROAD SURPRISE, ARIZONA 85379

NOTES:

- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- IN ACCORDANCE WITH ARS 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS PARTIALLY LOCATED WITHIN AN AREA HAVING FLOOD ZONE X AND THE FAR EASTERN PORTION OF THE PROPERTY FALLS WITHIN ZONE A DEFINED AS NO BASE FLOOD ELEVATIONS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

RELEASE OF LIABILITY:

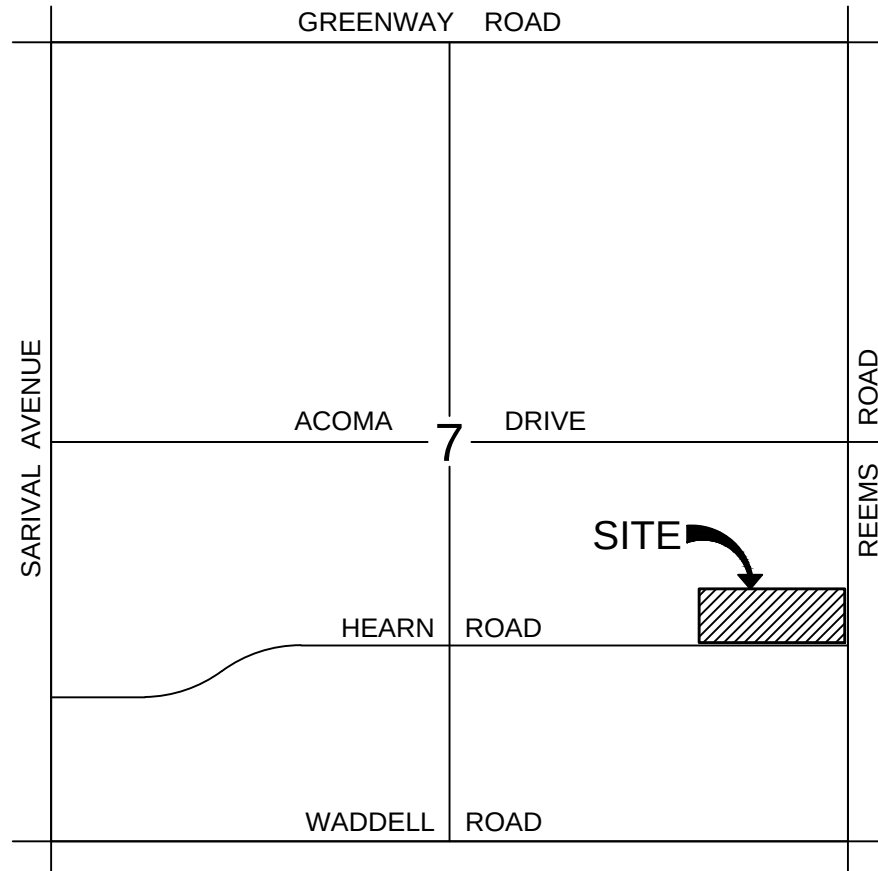
- BOYER HP, L.C., A UTAH COMPANY, (OWNER) DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE, THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.
- BOYER HP, L.C., A UTAH COMPANY, (OWNER) DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL, THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.
- OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY.

PUBLIC NOTICE:

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RECORD DOCUMENTS REFERENCE

- FINAL PLAT FOR GREENWAY PARC AT SURPRISE TWO, RECORDED IN BOOK 528, PAGE 02, RECORDS OF MARICOPA COUNTY, ARIZONA.
- REPLAT OF TASH LOTS 29-113, 168-251, AND TRACTS B, D, E, F, RECORDED IN BOOK 592, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA.
- FINAL PLAT OF COUNTRYSIDE UNIT 3, RECORDED IN BOOK 537, PAGE 39, RECORDS OF MARICOPA COUNTY, ARIZONA.
- FINAL PLAT OF "COTTON GIN", RECORDED IN BOOK 658, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA.
- MARICOPA COUNTY GDACS PLAT, RECORDED IN BOOK 688, PAGE 41, RECORDS OF MARICOPA COUNTY, ARIZONA.



SEC 7
T-3-N, R-1-W
VICINITY MAP
N.T.S.

APPROVALS

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS _____ DAY OF _____, 20____
BY THE CITY ENGINEER OF SURPRISE ARIZONA

BY: _____

CITY ENGINEER

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS _____ DAY OF _____, 20____
BY THE COMMUNITY DEVELOPMENT DIRECTOR OF SURPRISE ARIZONA

BY: _____

LEGAL DESCRIPTION

THE SOUTH 360 FEET OF THE EAST 1001 FEET OF THE NORTH HALF OF THE SOUTHEAST ¼ QUARTER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

BASIS OF BEARING

THE BASIS OF BEARING USED FOR THIS PROJECT IS THE EAST LINE OF THE SOUTHEAST ¼ QUARTER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. SAID LINE BEARS N00°00'43"E AS MEASURED AND N00°00'33"E, AS SHOWN ON MARICOPA COUNTY GDACS, RECORDED IN BOOK 688, PAGE 41, RECORDS OF MARICOPA COUNTY, ARIZONA.

DEVELOPER / OWNER

BOYER PROJECT COMPANY, L.C., a UTAH
LIMITED LIABILITY COMPANY
101 S. 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111
PH: (801)366-7129
CONTACT: MIKE GLAUSER

SURVEYOR

VESPRO
8502 E. VIA DE VENTURA, SUITE 101
SCOTTSDALE, AZ 85258
PH: (480) 393-3640
CONTACT: PETER VESECKY

SITE AREA

SUBJECT PARCEL CONTAINS 360.449
SQUARE FEET OR 8.275 ACRES MORE
OR LESS.

APN

APN 501-77-013A
SURPRISE, ARIZONA 85374

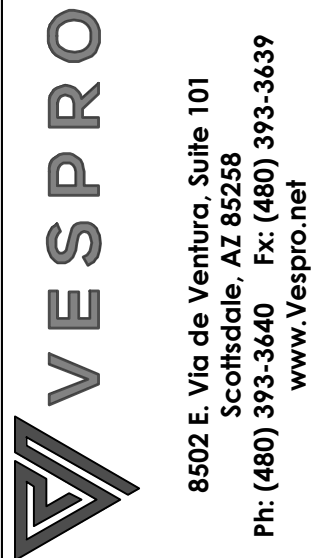
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREIN WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2013 AND SUPPLEMENTED ON THE MONTH OF FEBRUARY 2017, AND THIS PLAT REPRESENTS THE SURVEY MADE. I FURTHER CERTIFY ALL EXTERIOR BOUNDARY MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE AND MATERIAL ARE ACCURATELY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PETER VESECKY

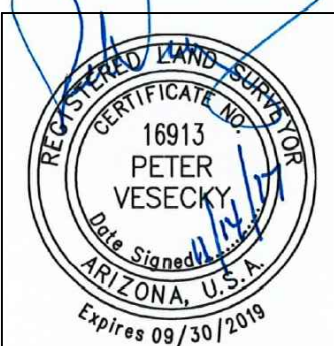
R.L.S. 16913

11/14/2017
DATE



REVISIONS	CITY OF SURPRISE REVIEW COMMENTS
1	DATED 09-27-2017

FINAL PLAT OF
"HIGHLAND PREP"
15600 W HEARN ROAD, SURPRISE AZ. 85379



PROJECT NO:	17004
DRAWING DATE:	11-10-2017
DRAWN BY:	JR
CHECKED BY:	PV
DRAWING SCALE:	AS NOTED
DRAWING FILE:	17004_Improvement Plots-Ph2

FINAL PLAT

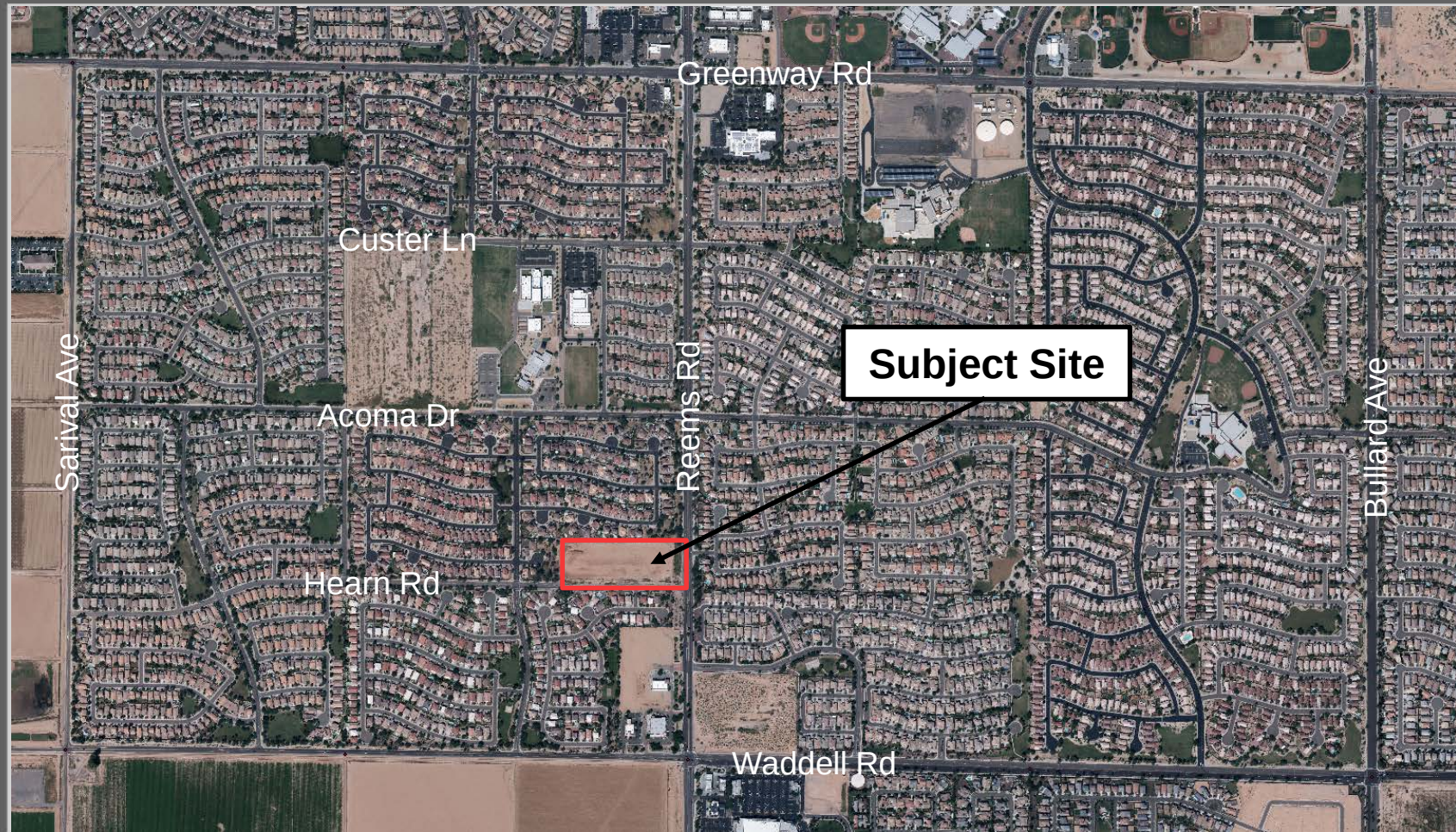
FP1
1 of 2



FS17-486

Highland Prep Final Plat

City Council
January 16, 2018



Sarival Ave

Custer Ln

Acoma Dr

Hearn Rd

Greenway Rd

Reems Rd

Waddell Rd

Bullard Ave

Subject Site

FS17-486 Vicinity Map



Bullard Ave

FS17-486 Case Map



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



Community Development

Real Property

Date: January 10, 2018

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Right of Way valuation

The Value of the Right of Way associated with the Highland Prep Plat is \$202,651.25.
The area being dedicated as right-of-way is 40,530.25 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	January 16, 2018	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a fiscal year 2017 budget amendment to increase appropriations accounting for a change in the way pension expenses were recorded for fiscal year 2017 budget; Resolution # 2018-12.

Motion:

I move to approve Resolution # 2018-12.

Background:

As a part of closing fiscal year 2017, expenditure budgets and actuals are reviewed to ensure that the City is in compliance with budget amendment policies. Specifically, fund, capital improvement plan (CIP) projects, grants, and departments within the each fund cannot have actual expenditures exceed the budgeted amounts. When this does occur, approval of the Mayor and Council is necessary to increase the budgeted amounts. Actual expenditures exceed budget due to an accounting change for a portion of pension expense paid on our behalf by another governmental entity.

Objective Analysis:

Mayor and Council adopt the budget by department in each fund and by project in capital funds per the comprehensive financial management policies effective July 1, 2017. The Budget Amendment Policies and Procedures are designed to place any amendments to the budget that cross those categories back before the Mayor and Council for approval. This action accomplishes that aim and ensures that each of those categories do not have actual expenditures that exceed the budget.

Policy Compliant:

This action will make the FY2017 financials compliant with the Budget Amendment Policies and Procedures

Financial Impact:

This action has no direct financial impact. The approval of these budget amendments is necessary to complete the FY2017 Comprehensive Annual Financial Report (CAFR) and related audit.

Budget Impact:

This action reallocates spending authority without increasing or decreasing the total budget for FY2017 and does not represent an actual transfer of funds. Each item is considered one time in nature.

FTE Impact:

The number of full time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

Click to download

☐ [Resolution 2018-12](#)

RESOLUTION # 2018-12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$74,000 FROM GENERAL FUND CONTINGENCY TO GENERAL FUND PERSONNEL SERVICES FOR PENSION EXPENSE RELATED TO THE ELECTED OFFICIALS RETIREMENT PLAN (EORP).

WHEREAS, actual expenditures exceed budget due to an accounting change for a portion of pension expense paid on our behalf by another government entity;

WHEREAS, in the course of preparing the FY2017 Comprehensive Annual Financial Report (CAFR), various adjustments were identified and are required to ensure compliance with state law for appropriations. These legally required amendments will allow the City to close out the fiscal year's budgetary accounts and proceed with the annual independent audit. These are standard, end-of-year processes which are required to close the books and the bottom line budget amounts do not change;

WHEREAS, the FY2017 budget was adopted by Council Resolution #2016-81 on June 21, 2016;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Comprehensive Financial Management Policies require the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2016 through June 30, 2017.

APPROVED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2018-12

Exhibit A

The FY2017 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of budget authority. Additionally, these reallocations do not increase or decrease the total budget.

1. Appropriation- The allocations below represent a reallocation of appropriations in the amount of \$74,000 from contingency within the General Fund to personnel services within the General Fund to cover a change for the way pension expense were recorded. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Mayor and Council	Personnel Services	E	38,500	74,000	112,500
General Fund	General Operations	Contingency	E	581,000	(74,000)	507,000
Expense Total				619,500	-	619,500
Revenue Total				-	-	-



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	None		

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to an inter-fund asset transfer for FY2017; Resolution # 2018-13.

Motion:

I move to approve Resolution # 2018-13

Background:

This item seeks approval of the FY2017 inter-fund asset transfer, in compliance with the Comprehensive Financial Management Policies. It is necessary as a part of finalizing the FY2017 financial audit. This inter-fund asset transfer does not represent an outflow of funds from the city, but rather a reallocation of assets from one fund to another within the city. As such, they are not subject to state expenditure limitation rules and are not part of the adopted expenditure limit budget. No budget amendment is necessary for changes to the amount of asset transfers. This asset transfer moved assets (long-term storage credits) generated by the Wastewater Reclamation Plant (Wastewater Fund) to the Water Fund for use in future operations of the City's water system.

Objective Analysis:

Inter-fund asset transfers can have a material impact on individual funds, but do not fall under the same set of rules governing the budgets for expenditures. Amounts related to inter-fund asset transfers are not subject to the city's Budget Amendment Policies and Procedures, but rather are approved by the City Council based on the requirements of the Comprehensive Financial Management Policies. This approval is not of the change in the amount from the FY2017 adopted budget, but of the total amount of the transfers.

Policy Compliant:

This action is consistent with the Comprehensive Financial Management Policies.

Financial Impact:

This action has no direct financial impact as the inter-fund asset transfer does not represent an outflow of funds from the city. Inter-fund asset transfers do impact the available sources and uses within each fund.

Budget Impact:

No amendment to the budget is necessary, as inter-fund asset transfers are not subject to state expenditure limitations. Inter-fund asset transfers do impact the available sources and uses within each fund.

FTE Impact:

The number of full time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

Click to download

☐ [Resolution 2018-13](#)

RESOLUTION # 2018-13

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA, AUTHORIZING INTER-FUND ASSET
TRANSFERS AND FOR FISCAL YEAR 2017.**

WHEREAS, inter-fund asset transfers and loans are necessary to comply with adopted City ordinances, resolutions, policies, and generally accepted accounting principles;

WHEREAS, the City of Surprise Comprehensive Financial Management Policies requires the approval of the Mayor and Council for all inter-fund transfers and loans;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, approving inter-fund transfers and loans for the City of Surprise, Arizona for the fiscal year July 1, 2016 through June 30, 2017.

APPROVED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2018-13
Exhibit A

City of Surprise, Arizona
Schedule of Budget Changes of Interfund Transfers
Fiscal Year 2017

Asset Transfer- This will be an actual asset transfer of \$1,937,900 from Sewer Operations Fund to Water Capital Fund.

Transfer from Fund	Transfer to Fund	Current Budgeted Transfer	Increase/ (Decrease)	Amended Budgeted Transfer
Sewer Operations Fund	Water Capital Fund	-	1,937,900	1,937,900



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action amending the Surprise Municipal Code chapter 122, Section 112 regarding Wireless Facilities; Ordinance # 2018-01.

Motion:

I move to approve Ordinance # 2018-01.

Background:

HB 2365 requires municipalities to allow what are known as “small wireless facilities” (SWFs) or “small cells” to be installed within the public right-of-way and easements. Small cells are different from typical wireless facilities. As the name implies, they are much smaller and cover limited areas. Small cells are low-powered wireless base stations that typically provide coverage for targeted indoor and outdoor areas of varying sizes (e.g., homes, office buildings, shopping malls, and stadiums). Small wireless facilities allow wireless service providers to add capacity to their networks by providing improved access for cell phone coverage and high-speed wireless data services not being served by traditional cell sites.

Objective Analysis:

Due to recent regulations from State and Federal lawmakers, revisions to Section 122-112 of the Surprise Municipal Code are necessary to ensure compatibility when constructing Wireless Facilities in the city.

Policy Compliant:

Surprise General Plan 2035: The Land Use element of the General Plan 2035 recognizes the significance of properly designed wireless facilities for community design and economic development. The proposed modifications to the code will be in compliance with the General Plan.

Federal Law: Section 6409 (the “Spectrum Act”) of the Middle Class Tax Relief and Job Creation Act of 2012 , and implementing regulations adopted by the Federal Communications Commission (“FCC”), mandate that states and local governments approve certain wireless broadband facility siting requests for modifications and collocations of wireless transmission equipment on existing towers or base stations that do not result in a substantial change to the physical dimensions of the tower or base station. The proposed modifications to the code will be in compliance with the Spectrum Act.

Arizona State Law: HB 2365 establishes a statewide policy surrounding the deployment of small wireless facilities – more commonly known as “small cells” – that will enhance the existing 4G LTE network, accelerate investment in mobile broadband infrastructure, and ready the State of Arizona for the next wave of economic development in the digital economy via 5G technology. The proposed modifications to the code will be in compliance with HB 2365

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

Click to download

- ☐ [00 - FS17-483 - Wireless Facilities in Rights-Of-Way \(ROW\) - Staff Report](#)
 - ☐ [01 - FS17-483 - Wireless Facilities in Rights-Of-Way \(ROW\) - Current Code](#)
 - ☐ [02 - FS17-483 - Wireless Facilities in Rights-Of-Way \(ROW\) - Proposed Code](#)
 - ☐ [Rights-Of-Way \(ROW\) - Terms and Conditions](#)
 - ☐ [04 - FS17-483 - Wireless Facilities in Rights-Of-Way \(ROW\) - Ordinance 2018-01](#)
 - ☐ [05 - FS17-483 - Wireless Facilities in Rights-Of-Way \(ROW\) - Presentation](#)
-



WIRELESS FACILITIES

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS17-483

Project Name: Wireless Facilities Zoning Text Amendment

Council District: Citywide

Meeting Date: January 16, 2018

Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

Owner: City of Surprise

Applicant: City of Surprise

Request: Modification of the Surprise Unified Development Code (SUDC) to adopt regulations and fees for Wireless Facilities in compliance with federal and state regulations and the implementation of a Master License Agreement and Terms and Conditions for Wireless Facilities located within Rights-Of-Way ("ROW").

General Plan Conformance: The proposed Zoning Text Amendment is consistent with the Surprise General Plan

DESCRIPTION:

The Arizona Legislature adopted House Bill ("HB") 2365 during the 2017 legislative session. See Laws 2017, Chapter 124. HB 2365 added new Article 8 to Arizona Revised Statutes ("ARS") Title 9 entitled "Use of Public Highways by Wireless Providers." The new statutes are ARS Sections 9-591 through 9-598.

HB 2365 requires municipalities to allow what are known as "small wireless facilities" ("SWF") or "small cells" to be installed within the public right-of-way and easements. SWFs are different from typical wireless facilities. As the name implies, they are much smaller and cover limited areas. Small cells are low-powered wireless base stations that typically provide coverage for targeted indoor and outdoor areas of varying sizes (e.g., homes, office buildings, shopping malls, and stadiums). Small wireless facilities allow wireless service providers to add capacity to their networks by providing improved access for cell phone coverage and high-speed wireless data services not being served by traditional cell sites.

SWFs typically are attached to vertical structures within the right-of-way, such as light poles, utility poles, and traffic signal poles, to form a network. HB 2365 allows wireless providers to construct, install, modify, mount, maintain, operate, and replace utility poles associated with the collocation of SWFs.

City staff is proposing modifications to the Surprise Land Development Ordinances to regulate wireless facilities and monopoles within the parameters of HB 2365.

Reorder:

The variety of scenarios presented in HB 2365 provides for a multitude of options including major/minor colocations and modifications to Wireless Facilities. Staff took this opportunity to break the existing section of code into smaller sections to be more manageable sections. Additionally, a Classification and Application matrix was created in Section 122-112.1 to simplify the process of determining options required. The sections are set up as follows:

- Section 122-112. - Definitions
- Section 122-112.1 - Wireless Facilities
- Section 122-112.2 - Monopoles
- Section 122-112.3 - Alternative Wireless Facility Locations
- Section 122-112.4 - Small Wireless Facilities (SWFs)
- Section 122-112.5 - Cellular On Wheels (COWs)
- Section 122-112.6 - Amateur Radio Antennae

Definitions:

The definitions section was revised to ensure that state codified definitions are in harmony with the proposed ordinance.

Wireless Facilities: This section includes a Classification and Application matrix to aid applicants trying to navigate the ordinance. Additionally, this particular section includes regulations common for all Wireless Facilities such as base stations, appeals, and discontinuation of use.

Monopoles: This section includes regulations for camouflaged structures such as monopalms, monocactus, and mono evergreen Wireless Facilities. In an industrial setting, camouflaging is unnecessary. This section, while relocated, remains as currently written.

Alternative Wireless Facility Locations: This section regulates the location of Wireless Facilities in alternative locations such as building roofs, recreational light poles, water tank facilities and sides of buildings. This section, while relocated, remains as currently written.

Small Wireless Facilities (SWFs): Previously listed in the SUDC as small cells, the language of this section was modified to meet recently approved state legislation under HB 2365. Timing, submittal requirements, design standards, and review process have been modified for SWFs located within the ROW.

Cellular On Wheels (COWs): COWs are utilized in situations such as when wireless facilities are under construction, Special events such as concerts and sporting events, and emergency situations. This section, while relocated, remains as currently written.

Amateur Radio Antennae: Contrary to popular opinion, operation of amateur radio antennae is an activity that is enjoyed by some residents. Code language for these types of facilities currently does not exist in the SUDC. The proposed language allows for 35 foot high antennae. Any larger facility would require a Conditional Use Permit (CUP) to allow public input.

TIMELINE:

December 5, 2017: Discussion with Mayor and City Council during workshop on implementing HB 2365 and the fees required for Small Wireless Facilities in the ROW.

December 19, 2017: Discussion with Mayor and City Council during workshop on HB 2365, technical information about the SWF technology, the Zoning Text Amendment, and the Master License Agreement.

December 18, 2017: A Citizen Review meeting was held at City Hall regarding subject Zoning Text Amendment.

December 21, 2017: Presentation with public hearing to the Planning and Zoning Commission regarding the Zoning Text Amendment for Wireless Facilities followed by written recommendation to the City Council.

January 16, 2018: Discussion with the Mayor and City Council and action on the Zoning Text Amendment and Terms and Conditions for small wireless facilities.

February 6, 2018: Discussion with the Mayor and City Council and action on the fee schedule for wireless facilities in the ROW to be enacted as an emergency measure due to the statutory deadline imposed by HB 2365.

February 9, 2018: HB 2365 becomes effective.

February 15, 2018: The Zoning Text Amendment becomes effective if approved.

CONFORMANCE WITH ADOPTED REGULATIONS:

Surprise General Plan 2035: The Land Use element of the General Plan 2035 recognizes the significance of properly designed wireless facilities for community design and economic development. The proposed modifications to the code will be in compliance with the General Plan.

Federal Law: Section 6409 (the "Spectrum Act") of the Middle Class Tax Relief and Job Creation Act of 2012 , and implementing regulations adopted by the Federal Communications Commission ("FCC"), mandate that states and local governments approve certain wireless broadband facility siting requests for modifications and collocations of wireless transmission equipment on existing towers or base stations that do not result in a substantial change to the physical dimensions of the tower or base station. The proposed modifications to the code will be in compliance with the Spectrum Act.

Arizona State Law: HB 2365 establishes a statewide policy surrounding the deployment of small wireless facilities – more commonly known as “small cells” – that will enhance the existing 4G LTE network, accelerate investment in mobile broadband infrastructure, and ready the State of Arizona for the next wave of economic development in the digital economy via 5G technology. The proposed modifications to the code will be in compliance with HB 2365.

SUMMARY:

The proposed Zoning Text Amendment, Master License Agreement, and Terms and Conditions for Wireless Facilities will provide opportunity for the city to expand wireless services to the residents and businesses that are located within the city while conforming to federal and state law.

FINDINGS:

- The proposed Zoning Text Amendment demonstrates compliance with the General Plan.
- The proposed Zoning Text Amendment demonstrates compliance with Federal regulations.
- The proposed Zoning Text Amendment demonstrates compliance with State Regulations.
- The reviewing agencies and city staff have indicated no objections to the request.

RECOMMENDATION:

Based on the findings noted above, the Planning and Zoning Commission recommended that the Mayor and City Council approve the subject Zoning Text Amendment.

However, should the Mayor and City Council wish to deny the request, the Mayor and City Council should make its own findings and base its decision on those alternative findings.

Attachments:

- 01 - Current Code Language
- 02 - Proposed Zoning Text Amendment
- 03 - Proposed Terms and Conditions
- 04 - Ordinance
- 05 - PowerPoint

Attachment 1

Current Code Section 122-122 - Wireless Telecommunications Facilities

Zoning Text Amendment

FS17-483

Update From:

**Section 122-112 - Wireless Telecommunications Facilities
(WTF)**

To:

Section 122-112. – Definitions

Section 122-112.1 - Wireless Facilities

Section 122.112.2 – Monopoles

Section 122.112.3 – Alternative Wireless Facility Locations

Section 122-112.4 - Small Wireless Facilities (“SWF”)

Section 122-112.5 – Cellular on Wheels (“COW”)

Section 122-112.6 – Amateur Radio Antennae

~~Sec. 122-112. —Wireless telecommunications facilities (WTF).~~

~~The purpose of the wireless telecommunications facility ("WTF") regulations is to encourage and promote wireless communications coverage for all areas of the city while minimizing the visual, environmental, and neighborhood impacts. WTFs are allowed in all zoning districts, but the preferred WTF locations include locations having the least amount of visual and neighborhood impact. The wireless communications service providers will adhere to all applicable federal regulations.~~

~~(a) *Definitions.* The following definitions will apply in the interpretation and enforcement of this section, unless the context clearly requires otherwise. Any term or phrase not defined herein will be defined by the city manager or designee. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The words "will" and "shall" will always be mandatory and not merely directory and the word "may" is always discretionary. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law, regulation or rule referred to herein be renumbered or amended, then the reference will be read to refer to the renumbered or amended provision.~~

~~(1) *Alternative tower structure.* An innovative wireless telecommunications tower design such as a clock tower, grain silo, bell tower, false chimney, steeple, light pole, flag pole, windmill, and similar design mounting structures that camouflage or conceal the presence of wireless telecommunications antennas or towers. Alternative tower structures may also include utilization of a traffic signal streetlight pole or similar structure, or freestanding structure within a public right-of-way as approved by the engineering department on a case-by-case basis.~~

~~(2) *Authorized person.* The person, employees, agents, consultants, and contractors, authorized in writing by applicant to complete and submit a WTF application, to include an eligible facilities (EF) application on behalf of applicant and who is authorized to receive any notices on behalf of applicant of any action taken by the city regarding the WTF application.~~

- ~~(3) *Backhaul*. The connection from a WTF base station to the core network of the Internet.~~
- ~~(4) *Base station*. The structure or equipment at a fixed location that enables wireless communications licensed or authorized by the FCC, between user equipment and a communications network. The term does not encompass a tower as defined in this chapter or any equipment associated with a tower.~~
- ~~a. The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services.~~
 - ~~b. The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems and small-cell networks).~~
 - ~~c. The term includes any structure other than a tower that, at the time the relevant WTF application is filed with the city under this chapter, supports or houses equipment, and that has been reviewed and approved under the applicable zoning or siting process, or under another state, county or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.~~
 - ~~d. The term does not include any structure that, at the time the relevant WTF application is filed with the city under this chapter, does not support or house equipment described in paragraphs a. and/or b. above.~~
- ~~(5) *Cell on wheels (COW)*. A mobile cell site that consists of a cellular antenna tower and electronic radio transceiver equipment on a truck or a trailer, designed to be part of a cellular network and temporary in nature.~~
- ~~(6) *Collocation*. The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.~~
- ~~(7) *Conceal or concealment*. WTFs designed to look like some feature other than a wireless tower or base station.~~

- ~~(8) Deemed approved. An EF modification application that has been deemed approved upon the city's failure to act, and has become effective, as provided pursuant the FCC eligible facilities request rules and this chapter.~~
- ~~(9) EF modification application. Unless the context clearly requires otherwise, a written document submitted to the city pursuant to this chapter for review and approval of a proposed facilities modification.~~
- ~~(10) EF modification. Any proposed facilities modification that has been determined pursuant to the provisions of this chapter to be subject to this chapter and which does not result in a substantial change in the physical dimensions of an eligible support structure.~~
- ~~(11) EF modification permit or permit. Unless the context clearly requires otherwise, a written document issued by the approval authority pursuant to this chapter approving an EF modification application.~~
- ~~(12) Eligible support structure. Any existing tower or base station, provided that it is in existence at the time the EF modification application is filed with the city under this chapter.~~
- ~~(13) Existing. For purposes of this chapter and as applied to a tower or base station, a constructed tower or base station that has been reviewed and approved under the applicable zoning or siting process, provided that, a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.~~
- ~~(14) EF request. A proposal submitted by an applicant to modify an eligible support structure which the applicant asserts is subject to review under Section 6409 of the Spectrum Act on grounds that it does not substantially change the physical dimensions of such tower or base station, and involving:~~
- ~~a. Collocation of new transmission equipment;~~
 - ~~b. Removal of transmission equipment; or~~
 - ~~c. Replacement of transmission equipment.~~
- ~~(15) FCC. The Federal Communications Commission or its successor.~~

- ~~(16) *FCC EF Request Rules.* 47 C.F.R. Part One (1) (Part One (1) — Practice and Procedure), Subpart CC § 1.40001 as established pursuant to its report and order in, In Re Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies, WT Docket Nos. 13-238, 13-32; WC Docket No. 11-59; FCC 14-153, or as may be thereafter amended.~~
- ~~(17) *Monopole.* A structure composed of a single spire used to support telecommunications equipment having no guy wires or ground anchors.~~
- ~~(18) *Rooftop-mounted WTF.* A wireless telecommunication facility with the antennas located on the roof of a building or on top of a structure and consisting of antennas, support structures and accessory equipment, but are adequately screened so as not to appear as stand-alone devices above the top of the roof line.~~
- ~~(19) *Site.* For towers other than towers in the public rights-of-way, will mean and refer to the current boundaries of the property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, will mean and be further restricted to, that area in proximity to the structure and to other transmission equipment already deployed on the ground.~~
- ~~(20) *Small cell facility.* A wireless telecommunication facility that may consist of one or more radio receivers, antennas, interconnecting cables, power supply, other associated electronics, and accessory equipment, which are attached to a structure and meet the parameters in subsections a. and b. below. For purposes of these definitions, volume is a measure of the exterior displacement, not the interior volume of the enclosures. Antennas or accessory equipment concealed from public view in or behind an otherwise approved structure or concealment are not included in calculating volume.~~
- ~~a. All antennas are located inside an antenna enclosure of no more than 12 cubic feet in volume or, in the case of antennas that have exposed elements, the antennas and all of its exposed elements could fit within an imaginary enclosure of no more than 12 cubic feet; and~~

- b. ~~Primary equipment enclosures are no larger than 50 cubic feet in volume. The following associated equipment may be located outside the primary equipment enclosure and if so located, are not included in the calculation of equipment volume: electric meter, concealment, telecomm demarcation box, ground-based enclosures, battery back-up power systems, grounding equipment, power transfer switch, and cut-off switch.~~
- (21) ~~*Small cell network.* A collection of interrelated small cell facilities designed to deliver personal wireless services.~~
- (22) ~~*Spectrum Act.* The Middle Class Tax Relief and Job Creation Act of 2012 (Public Law 112-96; codified at 47 U.S.C. § 1455(a)).~~
- (23) ~~*Structure-mounted wireless telecommunication facility.* A wireless telecommunication facility with the antennas located on the wall or roof of a building or on the side or top of a structure, including co-locating on an existing freestanding wireless telecommunication facility and consisting of antennas, support structures and accessory equipment.~~
- (24) ~~*Substantial change.* That combination of factors described in section 122-12(b) of this chapter, entitled classifications and application processes.~~
- (25) ~~*Transmission equipment.* Equipment that facilitates transmission for any wireless communication service licensed or authorized by the FCC, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and back-up power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.~~
- (26) ~~*Tower.* Any structure built for the sole or primary purpose of supporting any antennas and their associated facilities, licensed or authorized by the FCC, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.~~

~~(27) *Wireless telecommunication facility (WTF).* Any facility established for the purpose of providing wireless transmission of voice, data, images or other information including, but not limited to, cellular telephone service, personal communications service, and paging service. A WTF can consist of one or more antennas, accessory equipment, support structures and a base station.~~

~~(b) *Classifications and application processes.*~~

~~(1) *WTF collocation and modification requests governed by Section 6409 of the Spectrum Act ("Act").* Requests for collocation or modification that fall within the Act include qualifying modifications to existing towers, base stations and related facilities that do not substantially change the physical dimensions of the structure.~~

~~a. A requested change is "substantial" if it meets any of the following criteria:~~

~~1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent or more than ten feet, whichever is greater.~~

~~i. Changes in height will be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Act;~~

~~2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an~~

~~appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;~~

- ~~3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten percent larger in height or overall volume than any other ground cabinets associated with the structure;~~
- ~~4. It entails any excavation or deployment outside the current site;~~
- ~~5. It would defeat the concealment elements of the eligible support structure; or~~
- ~~6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided, however, that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified in §§ 1.40001(B)(7)(I) through (IV).~~
- ~~7. All changes will be measured cumulatively to preserve the limits established by federal law.~~
- ~~8. The baseline for measuring changes for antennas on a building or structure will be the original building height, pre-antenna.~~
- ~~b. Review criteria: The community development director or designee shall approve an application for modifications to an existing wireless tower or base station that does not substantially change, as defined above, the physical dimensions of such tower or base station upon his determination that the application is both complete and compliant with this chapter.~~
- ~~c. Timing: An applicant seeking collocation or modification of an eligible support structure will file a proposed facilities modification application for~~

~~review by the community development director or designee. Said decision will be rendered within 60 days of the filing of the application, unless tolled by mutual agreement. If the application is granted, an EF modification permit will be issued to the applicant.~~

- ~~d. Appeals: The decision of the community development director or designee may be appealed to the planning and zoning commission, whose decision will be final. The community development director or designee shall use the same criteria used to review the original application.~~

~~(2) WTF, collocation, and modification requests not governed by Section 6409 of the Spectrum Act. Requests to modify or collocate a WTF that fall outside Section 6409 of the Act are generally those requests that will substantially change the physical dimensions of the structure as described in the previous section.~~

- ~~a. Review process. Requests to modify or collocate a WTF that fall outside Section 6409 of the Act will be processed as a Type 1 site plan design review found in article XII of this chapter, if they meet the criteria contained in these regulations.~~
- ~~b. Timing. Applications processed pursuant to this subsection will be acted upon within 90 days of submittal of a complete application.~~
- ~~c. Waiver. Applicants may file for a formal written request for waiver of the requirements for a site plan with the community development director. It is the responsibility of the applicant to establish evidence in support of the waiver criteria required by this section. The community development director may waive the requirements for a site plan and instead require a facilities modification application for collocations and modifications that meet the following criteria:~~
 - ~~1. The proposed facility or equipment is collocated on or adjoining an existing WTF;~~
 - ~~2. The facility is located on a property or commercial center developed predominantly with commercial land uses;~~

3. ~~The WTF is designed in conformance with the design standards found in this section;~~
 4. ~~The existing WTF was subject to CUP approval and complies with the current City of Surprise policies and regulations.~~
- d. ~~*Appeals.* The decision of the community development director or designee may be appealed to the planning and zoning commission, whose decision will be final. The community development director or designee shall use the same criteria used to review the original application.~~
- (3) ~~*[Type I site plan design review.]* The following types of WCF applications will be processed as a type I administrative site plan design review, found in article XII of this chapter, if they meet the criteria contained in these regulations. Applications processed pursuant to this subsection will be acted upon within 90 days of submittal of a complete application:~~
- a. ~~Small cell facilities.~~
 - b. ~~Structures located on city properties or rights-of-way.~~
 - c. ~~Building or structure mounted facilities.~~
 - d. ~~Rooftop-mounted facilities.~~
- (4) ~~*[Type II site plan design review.]* The following types of WCF applications will be processed as a type II site plan design review, found in article XII of this chapter, if they meet the criteria contained in these regulations. Applications processed pursuant to this subsection will be acted upon within 90 days of submittal of a complete application:~~
- a. ~~Monopalms.~~
 - b. ~~Monocactus.~~
 - c. ~~Monopine.~~
 - d. ~~Broadleaf tree.~~
 - e. ~~Recreation field light poles, located in a district that allows recreation fields with light poles.~~
 - f. ~~Water towers or tanks, located in a district that allows water towers or tanks.~~
 - g. ~~Public utility poles.~~

- h. ~~Alternative tower structure, located in a district that allows the alternative tower that is the subject of the application.~~
- (5) ~~[Type III CUP process.] All other WTF facilities that do not fall under subsections (1), (2), (3), or (4) will follow the type III CUP process found in article XII of this chapter. In addition to complying with the CUP criteria, any application under this subsection will comply with the following criteria:~~
- ~~Aesthetics standards.~~
 - ~~Number and height restrictions.~~
 - ~~Safety concerns [fall zones, etc.].~~
 - ~~Environmental.~~
 - ~~Setbacks and other protections for residential areas and historic areas.~~
 - ~~Protections of property values.~~
 - ~~Timing: Applications processed pursuant to this subsection will be acted upon within 150 days of submittal of a complete application.~~
- (6) ~~Exceptions from regulations regarding legal nonconforming uses:~~
- ~~Notwithstanding this chapter, towers or base stations that received express city zoning approval at the time they were constructed, or were built prior to annexation into the city, are deemed approved and therefore are not nonconforming so long as they comply with the provisions of this section.~~
- (c) ~~Design standards.~~
- (1) ~~All WTFs will be designed to blend into the architecture and landscape of the zone in which it is placed.~~
 - (2) ~~All WTF antennas, mounting hardware, and cabling shall be covered or painted to match the color and texture of the building, tower, or pole on which it is mounted. When required, base stations will be screened by solid walls, landscaping, or berms. Screening shall blend with or enhance the surrounding context in terms of scale, form, texture, materials, and color.~~
 - (3) ~~The height of freestanding WTFs shall be measured from natural grade to the top of all appurtenances.~~
 - (4) ~~The setback of all WTFs shall meet the yard development standards and setback requirements of the underlying zoning district, except as otherwise~~

- ~~permitted herein. The setback shall be measured from the lot line to the WCF facility. Additionally, all towers shall be set back from any residential lot lines a distance equal to twice the height of the tower.~~
- ~~(5) Lighting of WTFs is only allowed when required by the Federal Aviation Administration (FAA) or other federal regulation.~~
- ~~(6) WTF identification. Each WTF shall be identified by a permanently installed plaque or marker on the door of the base station, no larger than four inches by six inches, clearly identifying the wireless communications service provider's name, address, e-mail contact, and emergency phone number. The plaque or marker required by this section shall be revised within 30 days of any change in the required information/content.~~
- ~~(7) Industrial zoning districts.~~
- ~~a. The stand off mounting arm apparatus of the antenna array will not extend, in any direction, more than 30 inches from the structure to which it is attached.~~
- ~~1. The diameter of the pole structure will not exceed 26 inches at its widest point.~~
- ~~2. All cables will be concealed within the pole structure.~~
- ~~3. The maximum height of the pole structure, excluding antennae, will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached to a WTF (entire WTF) will not exceed 80 feet above the finished grade of the site.~~
- ~~4. No more than two microwave dishes will be permitted on each WTF. Microwave dishes will be limited to two square feet in size.~~
- ~~5. Climbing pegs are prohibited on the pole structure.~~
- ~~6. When installing the WTF, installation will minimize the removal of existing mature vegetation at the site or such vegetation will be replaced. Any change in site landscape must be consistent with a city-approved landscape plan as required by this chapter.~~
- ~~(8) Residential, mixed use, commercial and business park zoning districts.~~
- ~~a. *Small cell facility.*~~

1. ~~The antenna or power radiating components of a small cell or wireless mesh network facility must be mounted a minimum of 12 feet above ground.~~
 2. ~~Wireless small cell or wireless mesh networking facilities may not extend more than six feet above the facility or structure on which they are mounted.~~
 3. ~~Small cell facilities may not be installed on traffic signal poles or mast arms and may not utilize traffic signal pull boxes, vaults, conduit, cabinets, or other traffic signal infrastructure. Small cell facilities are permitted on mast arms only as long as they do not interfere with city communication equipment. Approval of these facilities on traffic signal poles or mast arms will be determined on a case-by-case basis by the public works department.~~
- b. ~~WTFs located on city property or within rights-of-way.~~
1. ~~Base stations, towers, or facilities located within the street right-of-way will not be allowed on local residential streets.~~
 2. ~~Are exempt from all setback requirements of the underlying zoning district and are instead subject to those requirements found in this section.~~
 3. ~~The maximum allowable width of an antenna array is four feet.~~
 4. ~~The antenna, whether or not part of an array, will not extend more than 24 inches from the structure to which it is attached. This restriction shall not apply to recreation field light poles, monopalms, monopines, broadleaf trees, or alternative tower structures located on city property.~~
 5. ~~The addition of an antenna or WTF to a utility pole will not increase the height of the utility pole by more than ten feet.~~
 6. ~~All cables will be concealed within the public utility pole or a cable shroud.~~
 7. ~~Microwave dishes will be limited to two square feet in size.~~
 8. ~~No more than two external microwave dishes are permitted on each structure.~~

9. ~~All microwave dishes, antennas, cable shrouds, and attaching apparatus will be painted to match the structure.~~

c. ~~*Building or structure-mounted facility.*~~

1. ~~Antennas will be mounted on a building wall or side of a structure to the maximum extent practicable. If the applicant demonstrates that it is not feasible to mount the antennas on a building wall or side of a structure, the antennas may be mounted on the roof or top of the structure, provided the facility complies with all other applicable standards.~~
2. ~~A building or structure-mounted wireless telecommunication facility shall not be located on a building with primarily residential uses.~~
3. ~~Antennas may encroach into a side or rear setback a maximum of two feet, but will not extend over a property line.~~
4. ~~Antennas mounted on a building wall or side of a structure shall comply with the following standards:~~
 - i. ~~Antennas will be mounted flush to the building wall or side of a structure to the maximum extent practicable unless technical reasons dictate another type of installation and will not extend above the roof line or parapet of the building or top of the structure.~~
 - ii. ~~Support structures, accessory equipment including equipment cabinets, and all other appurtenances shall be fully screened from view and not visible from the ground.~~
 - iii. ~~Antennas shall be painted a color to match the building or structure to which they are mounted or will be camouflaged as part of the building architecture in a city-approved building elevation.~~

d. ~~*Rooftop-mounted facilities.*~~

1. ~~Rooftop-mounted WTFs are not permitted on portions of buildings with pitched roofs.~~
2. ~~A rooftop-mounted WTF shall not be located on a building with primarily residential uses.~~

3. ~~A WTF located on a building roof or top of structure shall comply with the following standards:~~

- ~~i. Antennas, support structures, accessory equipment, and all other appurtenance shall be fully screened from view through the use of architecturally compatible features, screening materials and colors that match the building or structure to which the facility is mounted.~~
- ~~ii. Antennas shall extend no more than ten feet above the parapet of the roof or the structure to which they are mounted.~~
- ~~iii. Panel and microwave antennas shall extend no more than ten feet above the parapet of the roof or the structure to which they are mounted.~~
- ~~iv. Accessory equipment structures shall extend no more than eight feet above any parapet of the roof or the structure to which they are mounted and must be fully screened from view.~~

e. ~~Monopalm:~~

- ~~1. Will contain a minimum of 55 palm fronds that disguise the length of the antenna.~~
- ~~2. The stand off mounting arm apparatus of the antenna array will not extend more than 30 inches from the structure to which it is attached.~~
- ~~3. The pole structure will be clad with faux bark that begins at the base of the pole structure and continues to the height of the first palm frond attachment. The balance of the pole structure and the attachments will be painted to blend with the palm fronds.~~
- ~~4. The diameter of the pole structure will not exceed 26 inches at its widest point.~~
- ~~5. All cables will be concealed within the pole structure.~~
- ~~6. The maximum height of the pole structure, excluding antennae, will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached to a wireless communication monopalm will not exceed 80 feet above the finished grade of the site.~~

- ~~7. No more than two microwave dishes will be permitted on each monopalm. Microwave dishes will be limited to one square foot in size and will be concealed within the monopalm, trimmed leaf cluster, or palm fronds.~~
- ~~8. The trimmed leaf cluster will be mounted directly below the palm fronds and will be painted to blend with the pole structure.~~
- ~~9. Climbing pegs are prohibited on the pole structure.~~
- ~~10. When installing the monopalm, installation will minimize the removal of existing mature vegetation at the site or such vegetation will be replaced. Any change in site landscape must be consistent with a city-approved landscape plan as required by this chapter.~~

~~f. *Monocactus.*~~

- ~~1. The monocactus structure will be clad with a faux finish that resembles a saguaro cactus from the base of the structure and continue to the top of the structure.~~
- ~~2. The diameter of the monocactus structure will not exceed 34 inches at its widest point and will have a natural appearing taper from the bottom to the top.~~
- ~~3. The height of the monocactus structure will not exceed 30 feet in height.~~
- ~~4. All antenna and cables will be concealed within the monocactus structure.~~
- ~~5. External microwave dishes and climbing pegs are prohibited on the monocactus structure.~~
- ~~6. When installing the monocactus, installation will minimize the removal of existing mature vegetation at the site or such vegetation will be replaced. Any change in site landscape must be consistent with a city-approved landscape plan as required by this chapter.~~

~~g. *Monopine or broadleaf tree.*~~

- ~~1. The pole structure will be clad with faux bark. The faux bark will start at the base of the pole structure and continue to the height of the first~~

- branch attachment. The balance of the pole structure and the attachments will be painted to blend with the branches.
2. The diameter of the pole structure will not exceed 36 inches at the base and will taper to no greater than 28 inches at the top of the pole structure.
 3. All cables will be concealed within the pole structure.
 4. The maximum height of the pole structure will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached the pole structure will not exceed 80 feet above the finished grade of the site.
 5. Branches:
 - i. Will be constructed to a density of no less than two and one-half branches for each one vertical foot of pole.
 - ii. Will start no less than 15 feet above finished grade and continue to the top of the pole structure.
 - iii. Will be a minimum of eight feet long around the circumference of the lower level and will taper as the branches progress upward, consistent with the species of tree imitated by the structure. The branches will approximate the appearance of a particular tree species grown in the vicinity of the site and that grows to approximately the height of the monopine or broadleaf tree WTF.
 - iv. The entire length of all antennae and their attaching apparatus will be disguised by the branches and the stand-off mounting arm apparatus of the antenna array will not extend more than 30 inches from the pole structure to which it is attached.
 6. Microwave dishes will be limited to one square foot in size. Dishes and attaching apparatus will be painted to blend with the branches.
 7. No more than four microwave dishes are permitted per monopine or broadleaf tree.
 8. Climbing pegs are prohibited on the pole structure.

9. When installing the monopine or broadleaf tree, installation will minimize the removal of existing mature vegetation at the site or such vegetation will be replaced. Any change in site landscape must be consistent with a city-approved landscape plan as required by this chapter.

h. *Recreation field light poles.*

1. The maximum allowable width of an antenna array is four feet.
2. The stand-off mounting arm apparatus of the antenna array will not extend more than 30 inches from the structure to which it is attached.
3. The maximum allowable length of each antenna is ten feet.
4. The diameter of the pole structure will not exceed 36 inches.
5. The addition of a WTF to a recreation field light will not increase the height of the light structure by more than ten feet.
6. All cables will be concealed within the pole structure.
7. Microwave dishes will be limited to two square feet in size.
8. No more than two external microwave dishes are permitted on each recreation field light pole.
9. All microwave dishes, antennas, and attaching apparatus will be painted to match the recreation field light pole.
10. Installation will minimize the removal of existing mature vegetation at the site or such vegetation will be replaced.

i. *Water towers/tanks.*

1. The maximum allowable width of an antenna array is four feet. There is no width limit for antenna arrays installed inside a faux water tower/tank.
2. The antenna will not extend more than 18 inches from the structure to which it is attached. This restriction does not apply to antennas installed inside a faux water tower/tank.
3. The maximum allowable length of each antenna array is ten feet.
4. The addition of a WTF will not increase the height of the water tower/tank structure.

- ~~5. All cables will be concealed within the support structure or fully enclosed within a cable shroud.~~
- ~~6. Microwave dishes will be limited to two square feet in size.~~
- ~~7. No more than two microwave dishes will be permitted on each water tower or water tank.~~
- ~~8. All microwave dishes, antennas, cable shrouds, and attaching apparatus will be painted to match the water tower or water tank.~~
- ~~9. Installation will minimize the removal of existing mature vegetation at the site or such vegetation will be replaced.~~

~~j. *Alternative tower structure.*~~

- ~~1. The maximum allowable width of an antenna array is four feet. There is no width limit for antenna arrays installed inside an alternative tower structure.~~
- ~~2. The antenna will not extend more than 18 inches from the structure to which it is attached. This restriction does not apply to antenna arrays installed inside an alternative tower structure.~~
- ~~3. The maximum allowable length of each antenna array is ten feet.~~
- ~~4. All cables will be concealed within the support structure or fully enclosed within a cable shroud.~~
- ~~5. Microwave dishes will be limited to two square feet in size.~~
- ~~6. No more than two microwave dishes will be permitted on each alternative tower structure.~~
- ~~7. All microwave dishes, antennas, cable shrouds, and attaching apparatus will be painted to match the alternative tower structure.~~
- ~~8. Installation will minimize the removal of existing mature vegetation at the site or such vegetation will be replaced.~~

~~k. *Base station(s) will be located inside buildings, screened behind walls, pole mounted, or buried underground.*~~

- ~~1. Will comply with the height and yard development standards of the underlying zoning district, except as provided below:~~

- i. ~~Base stations located outside the right-of-way will not exceed eight feet tall and 300 cubic feet, measured above ground level.~~
- ii. ~~All equipment cabinets that are located within the right-of-way or completely underground are exempt from yard development standards, but must be located as far away from the street as possible.~~

~~(d) Submittal requirements.~~

- ~~(1) A site plan showing the subject property and adjacent properties; all existing and proposed buildings on the subject property and their purpose; the specific placement of the base station and cell tower, including type and extent and point of entry on the site; all proposed changes to the existing site, including grading, vegetation, roads, sidewalks and driveways signed and sealed by a professional registrant from the State of Arizona including expiration date;~~
- ~~(2) A landscape plan showing specific placement of existing and proposed vegetation, trees, shrubs, identified by species and size of specimen at installation in accordance with city landscape guidelines;~~
- ~~(3) A grading and drainage plan of the entire project site as determined by the public works department.~~
- ~~(4) Photographs, diagrams, photosimulations and sight line representations as listed below:~~
 - ~~a. Sight line representation unless deemed unnecessary by the community development director or designee;~~
 - ~~b. Existing (before condition) photographs and proposed (after condition) photosimulations of the proposed facility from residential properties or buildings, private roads and public rights-of-way adjacent to the site. Such photosimulations shall include, but not be limited to, superimposed representations of the proposed base station and tower to show what will be seen from residential buildings, properties, private roads and rights-of way adjacent to the site;~~
 - ~~c. Aerial photograph(s).~~

- ~~(5) Elevations from all directions (north, south, east, and west) for a 50-foot radius around the proposed base station and tower. Elevations shall be at one-quarter inch equals one foot scale and show the following:~~
- ~~a. Materials of the base station and security barrier, if any, specified by generic type and specific treatment, such as brick, masonry with stucco finish, anodized aluminum, stained wood, etc.;~~
 - ~~b. Colors represented by samples or a color board showing actual colors proposed;~~
 - ~~c. Dimensions of all equipment specified for all three dimensions: height, width and depth;~~
- ~~(6) Market and service maps. Except for those application covered by Section 6409(a) of the Spectrum Act, the applicant must submit the following market and service maps:~~
- ~~a. A map showing the service area of the proposed facility and the explanation of the need for that facility;~~
 - ~~b. A map showing the locations and service areas of other base stations and tower sites operated by the applicant and those that are proposed by the applicant which are within a two-mile radius of the limits of the site;~~
- ~~(7) Collocation submittals, including signed statements indicating:~~
- ~~a. The applicant agrees to allow for the potential collocation of additional WTFs by other wireless services and carriers on the applicant's structure or facility or within the same site;~~
 - ~~b. That the applicant agrees to remove the WTF as required by this section;~~
 - ~~c. That the applicant has made a good faith effort to achieve collocation with other carriers and facilities as required in this section, and if collocation is not feasible for this application for a substantial technical or other reason(s), a written statement of the reasons for the infeasibility.~~
- ~~(8) An executed lease agreement with the owner or landholder that:~~
- ~~a. Allows the landholder to enter into leases with other providers;~~

- b. ~~Specifies that if the carrier fails to remove the base station and tower when required by this section, the responsibility for removal falls upon the landholder; and~~
 - c. ~~Allows entry by the city and its agent for the purpose of inspection and compliance with city codes.~~
- (9) ~~The city manager or designee may require additional information or may waive submittal requirements determined unnecessary for appropriate review of the project.~~
- (e) *Cellular on wheels (COW):*
- (1) ~~COWs are allowed during:~~
 - a. ~~Construction of a permanent WTF not to exceed duration of one year.~~
 - 1. ~~Utilization of the COW will require a type I administrative site review as per article XII of this chapter.~~
 - b. ~~Maintenance or replacement of equipment.~~
 - 1. ~~Utilization of a COW will be included with the building permit associated with the WTF maintenance or replacement of equipment.~~
 - c. ~~Special events.~~
 - 1. ~~Utilization of the COW for a special event will require a temporary use permit as per article VII of this chapter. COW placement will be limited to a duration not to exceed 30 days unless approved by the city manager or designee.~~
 - d. ~~An emergency or disaster as determined by the city manager or designee.~~
 - (2) ~~COWs will be set back from all residential lot lines a minimum distance equal to the fully extended height of the COW.~~
 - (3) ~~COWs are permitted on a utility trailer with a maximum width of ten feet and maximum length of 35 feet.~~
 - (4) ~~Permitted power sources:~~
 - a. ~~A generator or other utility source will be used that emits an average noise level not to exceed 60 dB, measured at any property line that is zoned or used for residential purposes.~~
 - b. ~~Use of on-site utility services will require a building permit.~~

~~(f) Continued monitoring. Every five years, each wireless communications service provider shall submit to the city a written report verifying that, at its maximum load, including cumulative effects of multiple facilities, each WTF was tested and certified to meet or exceed the FCC's radio frequency safety standards. The five years will be from the most recent approval of the respective WTF or from the effective date of this section, whichever is earlier, and every five years thereafter.~~

~~(g) Discontinuation of use.~~

~~(1) In the event the use of any WTF has been discontinued for a period of 90 consecutive days, the WTF will be deemed to be abandoned. Upon such abandonment, the owner and/or operator of the tower and/or property owner will have an additional 90 days to:~~

- ~~a. Reactivate the use of the WTF or transfer the WTF to another owner/operator who makes active use of the WTF; or~~
- ~~b. Dismantle and remove the WTF. Upon removal of the wireless service facility, the site will be returned to its built or natural state and topography and vegetated consistent with the natural surroundings.~~

Attachment 2

Proposed Code Section 122-122

Wireless Facilities

Zoning Text Amendment

FS17-483

Update From:

**Section 122-112 - Wireless Telecommunications Facilities
(WTF)**

To:

Section 122-112 – Definitions

Section 122-112.1 - Wireless Facilities

Section 122.112.2 – Monopoles

Section 122.112.3 – Alternative Wireless Facility Locations

Section 122-112.4 - Small Wireless Facilities (“SWF”)

Section 122-112.5 – Cellular on Wheels (“COW”)

Section 122-112.6 – Amateur Radio Antennae

December 28, 2017 Draft

SEC. 122-112. - DEFINITIONS.

DEFINITIONS. THE FOLLOWING DEFINITIONS WILL APPLY IN THE INTERPRETATION AND ENFORCEMENT OF THIS SECTION, UNLESS THE CONTEXT CLEARLY REQUIRES OTHERWISE. ANY TERM OR PHRASE NOT DEFINED HEREIN WILL BE DEFINED BY THE CITY MANAGER OR DESIGNEE. WHEN NOT INCONSISTENT WITH THE CONTEXT, WORDS USED IN THE PRESENT TENSE INCLUDE THE FUTURE, WORDS IN THE PLURAL INCLUDE THE SINGULAR, AND WORDS IN THE SINGULAR INCLUDE THE PLURAL. THE WORDS "WILL" AND "SHALL" ARE MANDATORY AND NOT MERELY DIRECTORY, AND THE WORD "MAY" IS DISCRETIONARY. REFERENCES TO GOVERNMENTAL ENTITIES (WHETHER PERSONS OR ENTITIES) REFER TO THOSE ENTITIES OR THEIR SUCCESSORS IN AUTHORITY. IF SPECIFIC PROVISIONS OF LAW, REGULATION OR RULE REFERRED TO HEREIN BE RENUMBERED OR AMENDED, THEN THE REFERENCE WILL BE READ TO REFER TO THE RENUMBERED OR AMENDED PROVISION.

- (a) ALTERNATIVE TOWER STRUCTURE. AN INNOVATIVE WIRELESS TOWER DESIGN, SUCH AS A CLOCK TOWER, GRAIN SILO, BELL TOWER, FALSE CHIMNEY, STEEPLE, LIGHT POLE, FLAG POLE, WINDMILL, AND SIMILAR DESIGN MOUNTING STRUCTURES, THAT CAMOUFLAGE OR CONCEAL THE PRESENCE OF WIRELESS ANTENNAE OR TOWERS. ALTERNATIVE TOWER STRUCTURES MAY ALSO INCLUDE UTILIZATION OF A TRAFFIC SIGNAL STREETLIGHT POLE OR SIMILAR STRUCTURE, OR FREESTANDING STRUCTURE WITHIN A PUBLIC RIGHT-OF-WAY AS APPROVED BY THE CITY MANAGER OR DESIGNEE ON A CASE-BY-CASE BASIS.
- (b) AMATEUR RADIO ANTENNA. A FREESTANDING OR BUILDING-MOUNTED STRUCTURE, INCLUDING ANY BASE, TOWER, POLE, ANTENNA, AND APPURTANCES, INTENDED FOR AIRWAY TELECOMMUNICATIONS PURPOSES BY A PERSON HOLDING A VALID AMATEUR RADIO (HAM)

LICENSE ISSUED BY THE FEDERAL TELECOMMUNICATIONS COMMISSION (FCC).

- (c) ANTENNA. COMMUNICATIONS EQUIPMENT THAT TRANSMITS OR RECEIVES ELECTROMAGNETIC RADIO FREQUENCY SIGNALS AND THAT IS USED IN PROVIDING WIRELESS SERVICES.
- (d) AUTHORIZED PERSON. THE PERSON(S), EMPLOYEE(S), AGENT(S), CONSULTANT(S), AND CONTRACTOR(S), AUTHORIZED IN WRITING BY THE APPLICANT TO COMPLETE AND SUBMIT A WIRELESS FACILITY APPLICATION ON BEHALF OF THE APPLICANT AND WHO IS AUTHORIZED TO RECEIVE ANY NOTICES ON BEHALF OF THE APPLICANT OF ANY ACTION TAKEN BY THE CITY REGARDING THE WIRELESS FACILITY APPLICATION.
- (e) BACKHAUL. THE CONNECTION FROM A WIRELESS FACILITY BASE STATION TO THE CORE NETWORK OF THE INTERNET.
- (f) BASE STATION. THE STRUCTURE OR EQUIPMENT AT A FIXED LOCATION THAT ENABLES WIRELESS COMMUNICATIONS LICENSED OR AUTHORIZED BY THE FCC, BETWEEN USER EQUIPMENT AND A COMMUNICATIONS NETWORK. THE TERM DOES NOT ENCOMPASS A TOWER OR MONOPOLE AS DEFINED IN THIS CHAPTER OR ANY EQUIPMENT ASSOCIATED WITH A TOWER OR MONOPOLE:
 - (1) THE TERM INCLUDES, BUT IS NOT LIMITED TO, EQUIPMENT ASSOCIATED WITH WIRELESS COMMUNICATIONS SERVICES, SUCH AS PRIVATE, BROADCAST, AND PUBLIC SAFETY SERVICES, AS WELL AS UNLICENSED WIRELESS SERVICES AND FIXED WIRELESS SERVICES.
 - (2) THE TERM INCLUDES, BUT IS NOT LIMITED TO, RADIO TRANSCEIVERS, ANTENNAE, COAXIAL OR FIBER-OPTIC CABLE, REGULAR AND BACKUP POWER SUPPLIES, AND COMPARABLE EQUIPMENT, REGARDLESS OF TECHNOLOGICAL CONFIGURATION

(INCLUDING DISTRIBUTED ANTENNA SYSTEMS AND SMALL-CELL NETWORKS).

(3) THE TERM INCLUDES ANY STRUCTURE OTHER THAN A TOWER OR MONOPOLE THAT, AT THE TIME THE RELEVANT WIRELESS FACILITY APPLICATION IS FILED WITH THE CITY UNDER THIS CHAPTER, SUPPORTS OR HOUSES EQUIPMENT, AND THAT HAS BEEN REVIEWED AND APPROVED UNDER THE APPLICABLE ZONING OR SITING PROCESS, OR UNDER ANOTHER STATE, COUNTY OR LOCAL REGULATORY REVIEW PROCESS, EVEN IF THE STRUCTURE WAS NOT BUILT FOR THE SOLE OR PRIMARY PURPOSE OF PROVIDING SUCH SUPPORT.

(4) THE TERM DOES NOT INCLUDE ANY STRUCTURE THAT, AT THE TIME THE RELEVANT WIRELESS FACILITY APPLICATION IS FILED WITH THE CITY UNDER THIS CHAPTER, DOES NOT SUPPORT OR HOUSE EQUIPMENT DESCRIBED IN SUBSECTIONS A. AND/OR B. ABOVE.

(g) *CELL ON WHEELS (COW)*. A MOBILE CELL SITE THAT CONSISTS OF A CELLULAR ANTENNA TOWER AND ELECTRONIC RADIO TRANSCEIVER EQUIPMENT ON A TRUCK OR A TRAILER DESIGNED TO BE PART OF A CELLULAR NETWORK AND TEMPORARY IN NATURE.

(h) *COLLOCATE OR COLLOCATION*. TO INSTALL, MOUNT, MAINTAIN, MODIFY, OPERATE, OR REPLACE WIRELESS FACILITIES ON, WITHIN, OR ADJACENT TO A WIRELESS SUPPORT STRUCTURE OR UTILITY POLE.

(i) *COLLOCATION, MINOR*. A COLLOCATION OF A WIRELESS FACILITY WHERE THE PROPOSED WIRELESS FACILITY EQUIPMENT DOES NOT EXCEED TEN (10) FEET ABOVE THE SUPPORTING STRUCTURE AND DOES NOT EXCEED 50 FEET ABOVE GROUND LEVEL.

(j) *COLLOCATION, MAJOR*. A COLLOCATION OF A WIRELESS FACILITY WHERE THE PROPOSED WIRELESS FACILITY EQUIPMENT EXCEEDS TEN

(10) FEET ABOVE THE SUPPORTING STRUCTURE AND/OR EXCEEDS 50 FEET ABOVE GROUND LEVEL.

- (k) CONCEAL OR CONCEALMENT. WIRELESS FACILITIES DESIGNED OR DISGUISED TO LOOK LIKE SOMETHING OTHER THAN A WIRELESS FACILITY OR BASE STATION.
- (l) DEEMED APPROVED. A WIRELESS FACILITY MODIFICATION OR BUILDING PERMIT APPLICATION THAT HAS BEEN DEEMED APPROVED UPON THE CITY'S FAILURE TO ACT, AND HAS BECOME EFFECTIVE, AS PROVIDED PURSUANT TO THE FCC, THE STATE OF ARIZONA, AND THIS CHAPTER.
- (m) EXISTING. FOR PURPOSES OF THIS CHAPTER, WIRELESS FACILITIES THAT WERE REVIEWED AND APPROVED UNDER THE APPLICABLE ZONING OR SITING PROCESS IN EFFECT BEFORE THE EFFECTIVE DATE OF THIS SECTION, PROVIDED THAT A TOWER THAT WAS NOT REVIEWED AND APPROVED PRIOR TO THE EFFECTIVE DATE OF THIS SECTION, BECAUSE IT WAS NOT IN A ZONED AREA WHEN IT WAS BUILT, BUT WAS LAWFULLY CONSTRUCTED, IS EXISTING FOR PURPOSES OF THIS DEFINITION.
- (n) FCC. THE FEDERAL COMMUNICATIONS COMMISSION OR ITS SUCCESSOR.
- (o) MICROCELL. A DEVICE THAT IS CONNECTED TO AERIAL FACILITIES AND USED SOLELY FOR TRANSMITTING, PROCESSING, AND RECEIVING VOICE AND DATA WIRELESS TELECOMMUNICATIONS SERVICES, WITHOUT ANY ASSOCIATED GROUND MOUNTED EQUIPMENT. THE DEVICE IS OFTEN REFERRED TO AS AN "ASME" (AERIAL STRAND MOUNTED EQUIPMENT).
- (p) MONOPOLE. A WIRELESS SUPPORT STRUCTURE COMPOSED OF A SINGLE SPIRE USED TO SUPPORT COMMUNICATIONS EQUIPMENT AND HAVING NO GUY WIRES OR GROUND ANCHORS. A MONOPOLE SHALL NOT BE GREATER THAN FORTY (40) INCHES IN DIAMETER AT GROUND

LEVEL AND SHALL HAVE ALL OF THE WIRELESS FACILITIES MOUNTED ON THE POLE AND WIRING CONTAINED INSIDE OF THE POLE. INCLUDES MONOPALMS, MONOCACTUS, MONOPINES, AND MONOBROADLEAF WIRELESS TOWERS.

- (q) PUBLIC RIGHT-OF-WAY ("ROW"). THE AREA ON, BELOW, OR ABOVE A PUBLIC ROADWAY, HIGHWAY, STREET, SIDEWALK, ALLEY, OR UTILITY EASEMENT. RIGHT-OF-WAY DOES NOT INCLUDE A FEDERAL INTERSTATE HIGHWAY, A STATE HIGHWAY, OR STATE ROUTE UNDER THE JURISDICTION OF THE DEPARTMENT OF TRANSPORTATION, A PRIVATE EASEMENT, PROPERTY THAT IS OWNED BY A SPECIAL TAXING DISTRICT, OR A UTILITY EASEMENT THAT DOES NOT AUTHORIZE THE DEPLOYMENT SOUGHT BY THE WIRELESS PROVIDER.
- (r) ROOFTOP-MOUNTED WIRELESS FACILITY. A WIRELESS FACILITY WITH THE ANTENNAE LOCATED ON THE ROOF OF A BUILDING OR ON TOP OF A STRUCTURE AND CONSISTING OF ANTENNAE, SUPPORT STRUCTURES, AND ACCESSORY EQUIPMENT WHICH ARE ADEQUATELY SCREENED SO AS NOT TO APPEAR AS STAND-ALONE DEVICES ABOVE THE TOP OF THE ROOF LINE.
- (s) SITE. FOR WIRELESS FACILITIES OTHER THAN WIRELESS FACILITIES IN THE ROW, WILL MEAN, AND REFER TO, THE CURRENT BOUNDARIES OF THE PROPERTY SURROUNDING THE WIRELESS FACILITY AND ANY ACCESS OR UTILITY EASEMENTS CURRENTLY RELATED TO THE SITE, AND, FOR OTHER WIRELESS SUPPORT STRUCTURES, WILL MEAN AND BE FURTHER RESTRICTED TO, THAT AREA IN PROXIMITY TO THE STRUCTURE AND TO OTHER TRANSMISSION EQUIPMENT ALREADY DEPLOYED ON THE GROUND.
- (t) SITE PLAN. A REQUIRED PLAN, TO SCALE, OF A PROJECT AREA SHOWING USES AND STRUCTURES BOTH EXISTING AND PROPOSED.

(u) SMALL WIRELESS FACILITY ("SWF"). A WIRELESS FACILITY THAT MEETS BOTH OF THE FOLLOWING QUALIFICATIONS:

(1) ALL ANTENNAE ARE LOCATED INSIDE AN ANTENNA ENCLOSURE OF NO MORE THAN SIX (6) CUBIC FEET IN VOLUME OR, IN THE CASE OF ANTENNAE THAT HAVE EXPOSED ELEMENTS, THE ANTENNAE AND ALL OF ITS EXPOSED ELEMENTS COULD FIT WITHIN AN IMAGINARY ENCLOSURE OF NO MORE THAN SIX (6) CUBIC FEET; AND

(2) ALL OTHER WIRELESS EQUIPMENT ASSOCIATED WITH THE FACILITY IS CUMULATIVELY NOT MORE THAN TWENTY-EIGHT (28) CUBIC FEET IN VOLUME OR FIFTY (50) CUBIC FEET IN VOLUME IF THE EQUIPMENT WAS GROUND MOUNTED BEFORE THE EFFECTIVE DATE OF THIS SECTION. THE FOLLOWING TYPES OF ASSOCIATED ANCILLARY EQUIPMENT ARE NOT INCLUDED IN THE CALCULATION OF EQUIPMENT VOLUME PURSUANT TO THIS SUBDIVISION:

- a. AN ELECTRIC METER.
- b. CONCEALMENT ELEMENTS.
- c. A TELECOMMUNICATIONS DEMARCATION BOX.
- d. GROUNDING EQUIPMENT.
- e. A POWER TRANSFER SWITCH.
- f. A CUTOFF SWITCH.
- g. VERTICAL CABLE RUNS FOR THE CONNECTION OF POWER AND OTHER SERVICES.

(v) SMALL CELL NETWORK. A COLLECTION OF INTERRELATED SMALL CELL FACILITIES DESIGNED TO DELIVER PERSONAL WIRELESS SERVICES.

(w) STRUCTURE-MOUNTED WIRELESS FACILITY. A WIRELESS FACILITY WITH THE ANTENNAE LOCATED ON THE WALL OR ROOF OF A BUILDING OR ON THE SIDE OR TOP OF A STRUCTURE, INCLUDING COLLOCATING ON AN

EXISTING FREESTANDING WIRELESS FACILITY AND CONSISTING OF ANTENNAE, SUPPORT STRUCTURES, AND ACCESSORY EQUIPMENT.

(x) TRANSMISSION EQUIPMENT. EQUIPMENT THAT FACILITATES TRANSMISSION FOR ANY WIRELESS COMMUNICATION SERVICE LICENSED OR AUTHORIZED BY THE FCC, INCLUDING, BUT NOT LIMITED TO, RADIO TRANSCEIVERS, ANTENNAE, COAXIAL OR FIBER-OPTIC CABLE, AND REGULAR AND BACK-UP POWER SUPPLY. THE TERM INCLUDES EQUIPMENT ASSOCIATED WITH WIRELESS COMMUNICATIONS SERVICES INCLUDING, BUT NOT LIMITED TO, PRIVATE, BROADCAST, AND PUBLIC SAFETY SERVICES, AS WELL AS UNLICENSED WIRELESS SERVICES AND FIXED WIRELESS SERVICES SUCH AS MICROWAVE BACKHAUL.

(y) TOWER. ANY STRUCTURE BUILT FOR THE SOLE OR PRIMARY PURPOSE OF SUPPORTING ANY ANTENNAE AND THEIR ASSOCIATED FACILITIES, LICENSED OR AUTHORIZED BY THE FCC, SUCH AS STRUCTURES THAT ARE CONSTRUCTED FOR WIRELESS COMMUNICATIONS SERVICES, INCLUDING, BUT NOT LIMITED TO, PRIVATE, BROADCAST, AND PUBLIC SAFETY SERVICES, AS WELL AS UNLICENSED WIRELESS SERVICES AND FIXED WIRELESS SERVICES, SUCH AS MICROWAVE BACKHAUL, AND THE ASSOCIATED SITE.

(z) WIRELESS FACILITY.

(1) EQUIPMENT AT A FIXED LOCATION THAT ENABLES WIRELESS COMMUNICATIONS BETWEEN USER EQUIPMENT AND A COMMUNICATIONS NETWORK, INCLUDING BOTH OF THE FOLLOWING:

a. EQUIPMENT ASSOCIATED WITH WIRELESS COMMUNICATIONS.

b. RADIO TRANSCEIVERS, ANTENNAE, COAXIAL OR FIBER-OPTIC CABLES, REGULAR AND BACKUP POWER SUPPLIES, AND COMPARABLE EQUIPMENT, REGARDLESS OF TECHNOLOGICAL CONFIGURATION.

(2) INCLUDES SWFs.

(3) DOES NOT INCLUDE THE STRUCTURE OR IMPROVEMENTS ON, UNDER, OR WITHIN WHICH THE EQUIPMENT IS COLLOCATED, WIRELINE BACKHAUL FACILITIES, COAXIAL OR FIBER-OPTIC CABLE THAT IS BETWEEN WIRELESS SUPPORT STRUCTURES OR UTILITY POLES, OR COAXIAL OR FIBER-OPTIC CABLE THAT IS OTHERWISE NOT IMMEDIATELY ADJACENT TO, OR DIRECTLY ASSOCIATED WITH, AN ANTENNA.

(4) DOES NOT INCLUDE WI-FI RADIO EQUIPMENT DESCRIBED IN ARIZONA REVISED STATUTES, SECTION 9-506, SUBSECTION I OR MICROCELL EQUIPMENT DESCRIBED IN ARIZONA REVISED STATUTES, SECTION 9-584, SUBSECTION E.

(aa) WIRELESS FACILITY MONOPOLE MODIFICATION, MINOR. A MODIFICATION OF AN EXISTING WIRELESS FACILITY MONOPOLE WHERE THE PROPOSED MONOPOLE AND BASE STATION DOES NOT EXCEED THE GREATER OF EITHER:

(1) AN INCREASE IN HEIGHT OF THE MONOPOLE LESS THAN TEN (10) FEET; OR

(2) AN INCREASE OF BASE STATION AREA LESS THAN TEN (10) PERCENT OF THE EXISTING FACILITY.

(bb) WIRELESS FACILITY MONOPOLE MODIFICATION, MAJOR. A MODIFICATION OF AN EXISTING WIRELESS FACILITY MONOPOLE WHERE THE PROPOSED MONOPOLE AND BASE STATION EXCEEDS THE GREATER OF EITHER:

(1) AN INCREASE IN HEIGHT OF THE TOWER GREATER THAN TEN (10) FEET; OR

(2) AN INCREASE OF BASE STATION AREA GREATER THAN TEN (10) PERCENT OF THE EXISTING FACILITY.

(cc) WIRELESS SUPPORT STRUCTURE.

(1) MEANS:

- a. A FREESTANDING STRUCTURE, SUCH AS A MONOPOLE.
- b. A TOWER, EITHER GUYED OR SELF-SUPPORTING.
- c. A SIGN OR BILLBOARD.
- d. ANY OTHER EXISTING OR PROPOSED STRUCTURE DESIGNED TO SUPPORT, OR CAPABLE OF SUPPORTING, WIRELESS FACILITIES.

(2) DOES NOT INCLUDE A UTILITY POLE.

SEC. 122-112.1 - WIRELESS FACILITIES.

THE PURPOSE OF THE WIRELESS FACILITY REGULATIONS IS TO ENCOURAGE AND PROMOTE WIRELESS COMMUNICATIONS COVERAGE FOR ALL AREAS OF THE CITY WHILE MINIMIZING THE VISUAL, ENVIRONMENTAL, AND NEIGHBORHOOD IMPACTS. WIRELESS FACILITIES ARE ALLOWED IN ALL ZONING DISTRICTS, BUT THE PREFERRED WIRELESS FACILITY LOCATIONS INCLUDE SETTINGS HAVING THE LEAST AMOUNT OF VISUAL AND NEIGHBORHOOD IMPACT. THE WIRELESS COMMUNICATIONS SERVICE PROVIDERS WILL ADHERE TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.

(a) CUMULATIVE CLASSIFICATIONS AND APPLICATION PROCESS MATRIX.

<u>SECTION</u>	<u>REQUEST</u>	<u>PROCESS TYPE</u>	<u>MAXIMUM REVIEW TIME (DAYS)</u>
<u>122-112.2</u>	<u>NEW MONOPOLE</u>	<u>2</u>	<u>150</u>
	<u>MONOPOLE COLLOCATION</u>	<u>1</u>	<u>90</u>
	<u>MINOR MONOPOLE MODIFICATION</u>	<u>BUILDING PERMIT</u>	<u>75</u>
	<u>MAJOR MONOPOLE MODIFICATION</u>	<u>1</u>	<u>90</u>
	<u>MONOPOLE ON CITY PROPERTY</u>	<u>1</u>	<u>90</u>
<u>122-112.3</u>	<u>ALTERNATIVE WIRELESS FACILITY LOCATION</u>	<u>1</u>	<u>150</u>
	<u>ALTERNATIVE</u>	<u>1</u>	<u>90</u>

	<u>FACILITY LOCATION COLLOCATION</u>		
	<u>MINOR ALTERNATIVE FACILITY LOCATION MODIFICATION</u>	<u>BUILDING PERMIT</u>	<u>75</u>
	<u>MAJOR ALTERNATIVE FACILITY LOCATION MODIFICATION</u>	<u>1</u>	<u>90</u>
	<u>ALTERNATIVE FACILITY LOCATION ON CITY PROPERTY</u>	<u>1</u>	<u>90</u>
<u>122-112.4</u>	<u>SWF IN ROW</u>	<u>ROW ENCROACHMENT PERMIT</u>	<u>75</u>
	<u>SWF OUTSIDE OF ROW</u>	<u>1</u>	<u>90</u>
<u>122-112.2</u>	<u>WIRELESS FACILITIES OTHER THAN DEFINED HEREIN</u>	<u>3</u>	<u>150</u>
<u>122-112.5</u>	<u>CELL ON WHEELS ("COW")</u>	<u>1</u>	<u>90</u>
<u>122-112.5</u>	<u>AMATEUR RADIO ANTENNAE</u>	<u>BUILDING PERMIT</u>	<u>75</u>
	<u>AMATEUR RADIO ANTENNAE</u>	<u>3</u>	<u>150</u>

	<u>GREATER THAN 35</u> <u>FEET</u>		
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(b) ALL CHANGES WILL BE MEASURED CUMULATIVELY TO PRESERVE THE LIMITS ESTABLISHED BY FEDERAL, STATE, AND LOCAL LAW.

(c) ALL WIRELESS FACILITIES WILL IDENTIFY A SINGLE PARKING SPACE FOR THE FACILITY. IF THE LOCATION IS ON A SEPARATE PARCEL, OWNER AUTHORIZATION WILL BE REQUIRED.

(d) BASE STATIONS:

(1) LOCATED OUTSIDE THE ROW:

- a. WILL COMPLY WITH THE HEIGHT AND YARD DEVELOPMENT STANDARDS OF THE UNDERLYING ZONING DISTRICT, EXCEPT AS PROVIDED HEREIN;
- b. WILL BE LOCATED UNDERGROUND, INSIDE BUILDINGS, OR BEHIND SOLID DECORATIVE CONCRETE MASONRY UNIT ("CMU") WALLS WITH A HEIGHT EQUAL TO OR EXCEEDING THE HEIGHT OF THE BASE STATION, BUT NO HIGHER THAN EIGHT (8) FEET ABOVE GRADE.
- c. AN ENCLOSED BASE STATION WILL OCCUPY NO MORE THAN 600 SQUARE FEET.

(2) LOCATED WITHIN THE ROW:

- a. ARE EXEMPT FROM YARD DEVELOPMENT STANDARDS, BUT WILL BE LOCATED AS FAR AWAY FROM THE STREET AS POSSIBLE.
- b. WILL BE LOCATED UNDERGROUND, BEHIND REMOVABLE SCREENING, OR PAINTED TO PROVIDE AN ARTISTIC RENDERING. ANY IMAGE WILL BE REVIEWED BY STAFF DURING DESIGN REVIEW.

- c. UNLESS ALLOWED BY FEDERAL, STATE, OR LOCAL LAW, NO ADVERTISEMENTS OR IDENTIFYING LOGOS WILL BE PLACED ON ANY STRUCTURE WITHIN THE ROW.
 - d. ENCLOSURES ARE LIMITED TO SIX (6) CUBIC FEET.
 - e. WILL BE LOCATED OUTSIDE THE SIGHT VISIBILITY TRIANGLE.
- (e) WHEN INSTALLING THE WIRELESS FACILITY, INSTALLATION WILL MINIMIZE THE REMOVAL OF EXISTING MATURE VEGETATION AT THE SITE OR SUCH VEGETATION WILL BE REPLACED. ANY CHANGE IN SITE LANDSCAPE MUST BE CONSISTENT WITH A CITY APPROVED LANDSCAPE PLAN AS REQUIRED BY THIS CHAPTER.
- (f) APPEALS:
- (1) THE DECISION OF THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE MAY BE APPEALED TO THE PLANNING AND ZONING COMMISSION. THE PLANNING AND ZONING COMMISSION SHALL USE THE SAME CRITERIA USED TO REVIEW THE ORIGINAL APPLICATION. APPEALS TO THE PLANNING AND ZONING COMMISSION MUST BE TAKEN WITHIN 30 CALENDAR DAYS OF THE DATE OF THE DETERMINATION BY THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE. THE APPEAL WILL BE HEARD AT THE NEXT AVAILABLE REGULARLY SCHEDULED MEETING, BUT NOT LATER THAN 60 CALENDAR DAYS FROM THE NOTICE OF APPEAL.
 - (2) THE DECISION OF THE PLANNING AND ZONING COMMISSION MAY BE APPEALED TO THE MAYOR AND CITY COUNCIL, WHOSE DECISION WILL BE FINAL. THE MAYOR AND CITY COUNCIL SHALL USE THE SAME CRITERIA USED TO REVIEW THE ORIGINAL APPLICATION. APPEALS TO THE MAYOR AND CITY COUNCIL MUST BE TAKEN WITHIN 15 CALENDAR DAYS OF THE DATE OF THE DETERMINATION BY THE PLANNING AND ZONING COMMISSION. THE APPEAL WILL BE HEARD

AT THE NEXT AVAILABLE REGULARLY SCHEDULED MEETING, BUT NO LATER THAN 30 CALENDAR DAYS FROM THE NOTICE OF APPEAL.

(g) DISCONTINUATION OF USE.

(1) IN THE EVENT THE USE OF ANY WIRELESS FACILITY HAS BEEN DISCONTINUED FOR A PERIOD OF 90 CONSECUTIVE DAYS, THE WIRELESS FACILITY WILL BE DEEMED TO BE ABANDONED. UPON SUCH ABANDONMENT, THE OWNER AND/OR OPERATOR OF THE TOWER AND/OR PROPERTY OWNER WILL HAVE AN ADDITIONAL 90 DAYS TO:

- a. REACTIVATE THE USE OF THE WIRELESS FACILITY OR TRANSFER THE WIRELESS FACILITY TO ANOTHER OWNER/OPERATOR WHO MAKES ACTIVE USE OF THE WIRELESS FACILITY; OR
- b. DISMANTLE AND REMOVE THE WIRELESS FACILITY. UPON REMOVAL OF THE WIRELESS SERVICE FACILITY, THE SITE WILL BE RETURNED TO ITS BUILT OR NATURAL STATE AND TOPOGRAPHY AND VEGETATED CONSISTENT WITH THE NATURAL SURROUNDINGS.

SEC. 122-112.2 MONOPOLES

MONOPOLE INSTALLATIONS, MODIFICATIONS, COLLOCATIONS.

(a) TIMING: AN APPLICATION FOR A NEW MONOPOLE INSTALLATION, MODIFICATION, OR COLLOCATION WILL BE PROCESSED WITHIN THE FOLLOWING AMOUNT OF DAYS OF THE FILING OF THE APPLICATION, UNLESS TOLLED BY MUTUAL AGREEMENT:

(1) NEW MONOPOLE – MAXIMUM OF 150 DAYS.

(2) COLLOCATIONS OR MAJOR MODIFICATION – MAXIMUM OF 90 DAYS.

(3) MINOR MODIFICATION – MAXIMUM OF 75 DAYS.

(4) MAJOR MONOPOLE MODIFICATION – MAXIMUM OF 90 DAYS.

(5) NEW MONOPOLE ON CITY PROPERTY - MAXIMUM OF 90 DAYS.

(b) SUBMITTAL REQUIREMENTS:

(1) NARRATIVE DESCRIBING THE PROPOSED WIRELESS FACILITY SITE;

(2) A SITE PLAN SHOWING THE SUBJECT PROPERTY AND ADJACENT PROPERTIES; ALL EXISTING AND PROPOSED BUILDINGS ON THE SUBJECT PROPERTY AND THEIR PURPOSE; THE SPECIFIC PLACEMENT OF THE BASE STATION AND CELL TOWER, INCLUDING TYPE AND EXTENT AND POINT OF ENTRY ON THE SITE; ALL PROPOSED CHANGES TO THE EXISTING SITE, INCLUDING GRADING, VEGETATION, ROADS, SIDEWALKS, AND DRIVEWAYS SIGNED AND SEALED BY A PROFESSIONAL REGISTRANT FROM THE STATE OF ARIZONA INCLUDING EXPIRATION DATE;

(3) A LANDSCAPE PLAN SHOWING SPECIFIC PLACEMENT OF EXISTING AND PROPOSED VEGETATION, TREES, AND SHRUBS, IDENTIFIED BY SPECIES AND SIZE OF SPECIMEN AT INSTALLATION IN ACCORDANCE WITH CITY LANDSCAPE REGULATIONS;

- (4) A GRADING AND DRAINAGE PLAN OF THE PROJECT SITE AS DETERMINED NECESSARY BY THE CITY MANAGER OR DESIGNEE.
- (5) EXISTING (BEFORE CONDITION) PHOTOGRAPHS AND PROPOSED (AFTER CONDITION) PHOTOSIMULATIONS OF THE PROPOSED WIRELESS FACILITY FROM ROW ADJACENT TO THE SITE. SUCH PHOTOSIMULATIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, SUPERIMPOSED REPRESENTATIONS OF THE PROPOSED BASE STATION AND TOWER TO SHOW WHAT WILL BE SEEN FROM ROW AND RESIDENTIAL STRUCTURES AND PROPERTIES ADJACENT TO THE SITE;
- (6) ELEVATIONS WILL SHOW THE FOLLOWING:
- a. DIMENSIONS OF ALL EQUIPMENT AND POLES SPECIFIED FOR ALL THREE DIMENSIONS: HEIGHT, WIDTH AND DEPTH; AND
 - b. MATERIALS OF THE BASE STATION AND SECURITY BARRIER, IF ANY, SPECIFIED BY GENERIC TYPE AND SPECIFIC TREATMENT, SUCH AS BRICK, MASONRY WITH STUCCO FINISH, ANODIZED ALUMINUM, STAINED WOOD, ETC.
- (7) COLLOCATION SUBMITTALS, INCLUDING SIGNED STATEMENTS INDICATING:
- a. THE APPLICANT AGREES TO ALLOW FOR THE POTENTIAL COLLOCATION OF ADDITIONAL WIRELESS FACILITIES BY OTHER WIRELESS SERVICE PROVIDERS AND CARRIERS ON THE APPLICANT'S STRUCTURE OR FACILITY OR WITHIN THE SAME SITE; AND
 - b. THE APPLICANT HAS MADE A GOOD FAITH EFFORT TO ACHIEVE COLLOCATION WITH OTHER CARRIERS AND FACILITIES AS REQUIRED IN THIS SECTION, AND IF COLLOCATION IS NOT FEASIBLE FOR THIS APPLICATION FOR A SUBSTANTIAL

TECHNICAL OR OTHER REASON(S), A WRITTEN STATEMENT OF THE REASONS FOR THE INFEASIBILITY.

(8) AN EXECUTED LEASE AGREEMENT WITH THE OWNER OR LANDHOLDER THAT:

- a. ALLOWS THE LANDHOLDER TO ENTER INTO LEASES WITH OTHER PROVIDERS;
- b. SPECIFIES THAT IF THE CARRIER FAILS TO REMOVE THE BASE STATION AND TOWER WHEN REQUIRED BY THIS CHAPTER, THE RESPONSIBILITY FOR REMOVAL FALLS UPON THE LANDHOLDER; AND
- c. ALLOWS ENTRY BY THE CITY AND ITS AGENT FOR THE PURPOSE OF INSPECTION AND COMPLIANCE WITH CITY CODES.

(c) REVIEW:

- (1) NEW MONOPOLE APPLICATIONS WILL BE PROCESSED AS A TYPE II SITE PLAN DESIGN REVIEW, FOUND IN ARTICLE XII OF THIS CHAPTER.
- (2) COLLOCATIONS, MAJOR MODIFICATIONS, AND MONOPOLES ON CITY PROPERTY WILL BE PROCESSED AS AN ADMINISTRATIVE TYPE I SITE PLAN DESIGN REVIEW, FOUND IN ARTICLE XII OF THIS CHAPTER.
- (3) MINOR MODIFICATIONS WILL BE PROCESSED AS A BUILDING PERMIT.

(d) DESIGN STANDARDS:

- (1) ALL WIRELESS FACILITIES WILL BE DESIGNED TO BLEND INTO THE ARCHITECTURE AND LANDSCAPE OF THE AREA IN WHICH PLACED;
- (2) ALL WIRELESS FACILITY ANTENNAE, MOUNTING HARDWARE, AND CABLING SHALL BE COVERED OR PAINTED TO MATCH THE COLOR OF THE MONOPOLE ON WHICH IT IS MOUNTED;
- (3) SETBACKS. THE SETBACK OF ALL WIRELESS FACILITIES MONOPOLES SHALL MEET THE YARD DEVELOPMENT STANDARDS AND SETBACK

REQUIREMENTS OF THE UNDERLYING ZONING DISTRICT, EXCEPT AS OTHERWISE PERMITTED HEREIN. THE SETBACK SHALL BE MEASURED FROM THE LOT LINE TO THE WIRELESS FACILITY TOWER. ADDITIONALLY, ALL TOWERS SHALL BE SET BACK FROM ANY RESIDENTIAL LOT LINE A DISTANCE EQUAL TO TWICE THE HEIGHT OF THE TOWER AND FROM ANY NONRESIDENTIAL LOT LINE A DISTANCE EQUAL TO THE DESIGNED FALL DISTANCE OF THE WIRELESS FACILITY STRUCTURE; AND

(4) WIRELESS FACILITY IDENTIFICATION. EACH WIRELESS FACILITY SHALL BE IDENTIFIED BY A PERMANENTLY INSTALLED PLAQUE OR MARKER ON THE DOOR OF THE BASE STATION, NO LARGER THAN FOUR (4) INCHES BY SIX (6) INCHES, CLEARLY IDENTIFYING THE WIRELESS SERVICE PROVIDER'S NAME, ADDRESS, E-MAIL CONTACT, AND EMERGENCY PHONE NUMBER. THE PLAQUE OR MARKER REQUIRED BY THIS SECTION SHALL BE REVISED WITHIN 30 DAYS OF ANY CHANGE IN THE REQUIRED INFORMATION/CONTENT.

(5) MONOPALM:

- a. WILL CONTAIN A MINIMUM OF 55 PALM FRONDS THAT DISGUISE THE LENGTH OF THE ANTENNA;
- b. THE STAND-OFF MOUNTING ARM APPARATUS OF THE ANTENNA ARRAY WILL NOT EXTEND MORE THAN 30 INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED;
- c. THE POLE STRUCTURE WILL BE CLAD WITH FAUX BARK THAT BEGINS AT THE BASE OF THE POLE STRUCTURE AND CONTINUES TO THE HEIGHT OF THE FIRST PALM FROND ATTACHMENT. THE BALANCE OF THE POLE STRUCTURE AND THE ATTACHMENTS WILL BE PAINTED TO BLEND WITH THE PALM FRONDS;
- d. THE DIAMETER OF THE POLE STRUCTURE WILL NOT EXCEED 26 INCHES AT ITS WIDEST POINT;

- e. ALL CABLES WILL BE CONCEALED WITHIN THE POLE STRUCTURE;
 - f. THE MAXIMUM HEIGHT OF THE POLE STRUCTURE, EXCLUDING ANTENNAE, WILL BE LIMITED TO 65 FEET ABOVE THE FINISHED GRADE OF THE SITE. THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO A MONOPALM WILL NOT EXCEED 80 FEET ABOVE THE FINISHED GRADE OF THE SITE;
 - g. NO MORE THAN TWO (2) MICROWAVE DISHES WILL BE PERMITTED ON EACH MONOPALM. MICROWAVE DISHES WILL BE LIMITED TO ONE (1) SQUARE FOOT IN SIZE AND WILL BE CONCEALED WITHIN THE MONOPALM, TRIMMED LEAF CLUSTER, OR PALM FRONDS;
 - h. THE TRIMMED LEAF CLUSTER WILL BE MOUNTED DIRECTLY BELOW THE PALM FRONDS AND WILL BE PAINTED TO BLEND WITH THE POLE STRUCTURE; AND
 - i. CLIMBING PEGS ARE PROHIBITED ON THE POLE STRUCTURE.
- (6) MONOCACTUS.
- a. THE MONOCACTUS STRUCTURE WILL BE CLAD WITH A FAUX FINISH THAT RESEMBLES A SAGUARO CACTUS FROM THE BASE OF THE STRUCTURE AND CONTINUE TO THE TOP OF THE STRUCTURE;
 - b. THE DIAMETER OF THE MONOCACTUS STRUCTURE WILL NOT EXCEED 34 INCHES AT ITS WIDEST POINT AND WILL HAVE A NATURAL APPEARING TAPER FROM THE BOTTOM TO THE TOP;
 - c. THE HEIGHT OF THE MONOCACTUS STRUCTURE WILL NOT EXCEED 30 FEET IN HEIGHT;
 - d. ALL ANTENNAE AND CABLES WILL BE CONCEALED WITHIN THE MONOCACTUS STRUCTURE; AND
 - e. EXTERNAL MICROWAVE DISHES AND CLIMBING PEGS ARE PROHIBITED ON THE MONOCACTUS STRUCTURE.

(7) MONOPINE OR MONOBROADLEAF.

- a. THE POLE STRUCTURE WILL BE CLAD WITH FAUX BARK. THE FAUX BARK WILL START AT THE BASE OF THE POLE STRUCTURE AND CONTINUE TO THE HEIGHT OF THE FIRST BRANCH ATTACHMENT. THE BALANCE OF THE POLE STRUCTURE AND THE ATTACHMENTS WILL BE PAINTED TO BLEND WITH THE BRANCHES;
- b. THE DIAMETER OF THE POLE STRUCTURE WILL NOT EXCEED 36 INCHES AT THE BASE AND WILL TAPER TO NO GREATER THAN 28 INCHES AT THE TOP OF THE POLE STRUCTURE;
- c. ALL CABLES WILL BE CONCEALED WITHIN THE POLE STRUCTURE;
- d. THE MAXIMUM HEIGHT OF THE POLE STRUCTURE WILL BE LIMITED TO 65 FEET ABOVE THE FINISHED GRADE OF THE SITE. THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO THE POLE STRUCTURE WILL NOT EXCEED 80 FEET ABOVE THE FINISHED GRADE OF THE SITE;
- e. BRANCHES:
 - 1. WILL BE CONSTRUCTED TO A DENSITY OF NO LESS THAN TWO AND ONE-HALF (2 ½) BRANCHES FOR EACH ONE (1) VERTICAL FOOT OF POLE;
 - 2. WILL START NO LESS THAN 15 FEET ABOVE FINISHED GRADE AND CONTINUE TO THE TOP OF THE POLE STRUCTURE; AND
 - 3. WILL BE A MINIMUM OF EIGHT (8) FEET LONG AROUND THE CIRCUMFERENCE OF THE LOWER LEVEL AND WILL TAPER AS THE BRANCHES PROGRESS UPWARD, CONSISTENT WITH THE SPECIES OF TREE IMITATED BY THE STRUCTURE. THE BRANCHES WILL APPROXIMATE THE APPEARANCE OF A PARTICULAR DECIDUOUS TREE SPECIES GROWN IN THE

VICINITY OF THE SITE AND THAT GROWS TO APPROXIMATELY THE SAME HEIGHT OF THE MONOPINE OR MONOBROADLEAF.

- f. THE ENTIRE LENGTH OF ALL ANTENNAE AND THEIR ATTACHING APPARATUS WILL BE DISGUISED BY THE BRANCHES, AND THE STAND-OFF MOUNTING ARM APPARATUS OF THE ANTENNA ARRAY WILL NOT EXTEND MORE THAN 30 INCHES FROM THE POLE STRUCTURE TO WHICH IT IS ATTACHED;
 - g. MICROWAVE DISHES WILL BE LIMITED TO ONE (1) SQUARE FOOT IN SIZE. DISHES AND ATTACHING APPARATUS WILL BE PAINTED TO BLEND WITH THE BRANCHES;
 - h. NO MORE THAN FOUR (4) MICROWAVE DISHES ARE PERMITTED PER MONOPINE OR MONOBROADLEAF TREE; AND
 - i. CLIMBING PEGS ARE PROHIBITED ON THE POLE STRUCTURE.
- (8) ALTERNATIVE MONOPOLE STRUCTURE:
- a. THE MAXIMUM ALLOWABLE WIDTH OF AN ANTENNAE ARRAY IS FOUR (4) FEET. THERE IS NO WIDTH LIMIT FOR ANTENNAE ARRAYS INSTALLED INSIDE AN ALTERNATIVE TOWER STRUCTURE.
 - b. THE ANTENNAE WILL NOT EXTEND MORE THAN 18 INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED. THIS RESTRICTION DOES NOT APPLY TO ANTENNAE ARRAYS INSTALLED INSIDE AN ALTERNATIVE TOWER STRUCTURE.
 - c. THE MAXIMUM ALLOWABLE LENGTH OF EACH ANTENNAE ARRAY IS TEN (10) FEET.
 - d. ALL CABLES WILL BE CONCEALED WITHIN THE SUPPORT STRUCTURE OR FULLY ENCLOSED WITHIN A CABLE SHROUD.
 - e. NO MORE THAN TWO (2) MICROWAVE DISHES, LIMITED TO TWO (2) SQUARE FEET IN SIZE EACH, WILL BE PERMITTED ON EACH ALTERNATIVE TOWER STRUCTURE.

- f. ALL MICROWAVE DISHES, ANTENNAE, CABLE SHROUDS, AND ATTACHING APPARATUS WILL BE PAINTED TO MATCH THE ALTERNATIVE TOWER STRUCTURE.

(e) INDUSTRIAL ZONING DISTRICTS.

- (1) THE STAND-OFF MOUNTING ARM APPARATUS OF THE ANTENNAE ARRAY WILL NOT EXTEND, IN ANY DIRECTION, MORE THAN 30 INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED.

- a. THE DIAMETER OF THE MONOPOLE STRUCTURE WILL NOT EXCEED 26 INCHES AT ITS WIDEST POINT;
- b. ALL CABLES WILL BE CONCEALED WITHIN THE MONOPOLE STRUCTURE;
- c. THE MAXIMUM HEIGHT OF THE MONOPOLE STRUCTURE, EXCLUDING ANTENNAE, WILL BE LIMITED TO 65 FEET ABOVE THE FINISHED GRADE OF THE SITE. THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO A MONOPOLE WILL NOT EXCEED 80 FEET ABOVE THE FINISHED GRADE OF THE SITE;
- d. NO MORE THAN TWO (2) MICROWAVE DISHES WILL BE PERMITTED ON EACH MONOPOLE. MICROWAVE DISHES WILL BE LIMITED TO TWO (2) SQUARE FEET IN SIZE; AND
- e. CLIMBING PEGS ARE PROHIBITED ON THE POLE STRUCTURE.

- (f) ALL OTHER WIRELESS FACILITIES THAT DO NOT FALL UNDER ANY OF THE SUBSECTIONS REGARDING WIRELESS FACILITIES WILL FOLLOW THE TYPE III CONDITIONAL USE PERMIT PROCESS FOUND IN ARTICLE XII OF THIS CHAPTER. IN ADDITION TO COMPLYING WITH THE CUP CRITERIA, ANY APPLICATION UNDER THIS SUBSECTION WILL COMPLY WITH THE FOLLOWING:

- (1) AESTHETICS STANDARDS;
- (2) SETBACK AND HEIGHT RESTRICTIONS;

- (3) SAFETY CONCERNS INCLUDING, BUT NOT LIMITED TO, FALL ZONES, AND BUFFERING;
- (4) ENVIRONMENTAL;
- (5) PROTECTIONS OF PROPERTY VALUES; AND
- (6) TIMING: APPLICATIONS PROCESSED PURSUANT TO THIS SUBSECTION WILL BE ACTED UPON WITHIN 150 DAYS OF SUBMITTAL OF A COMPLETE APPLICATION.

DRAFT

SEC. 122-112.3 ALTERNATIVE WIRELESS FACILITY LOCATIONS.

ALTERNATIVE WIRELESS FACILITIES INCLUDE LOCATIONS SUCH AS BUILDING/STRUCTURE MOUNTED, ROOF MOUNTED, RECREATIONAL LIGHT POLES, AND WATER TOWER/TANK FACILITIES. DESIGN OF THE MOUNTING STRUCTURES WILL CAMOUFLAGE OR CONCEAL THE PRESENCE OF A WIRELESS FACILITY.

(a) TIMING: AN APPLICATION FOR A NEW ALTERNATIVE WIRELESS FACILITY INSTALLATION, MODIFICATION, OR COLLOCATION WILL BE PROCESSED WITHIN THE FOLLOWING AMOUNT OF DAYS OF THE FILING OF THE APPLICATION, UNLESS TOLLED BY MUTUAL AGREEMENT:

(1) NEW ALTERNATIVE WIRELESS FACILITY – MAXIMUM OF 150 DAYS

(2) MINOR ALTERNATIVE WIRELESS FACILITY MODIFICATION – MAXIMUM OF 75 DAYS

(3) COLLOCATIONS OR MAJOR MODIFICATION OF ALTERNATIVE WIRELESS FACILITY – MAXIMUM OF 90 DAYS.

(4) NEW ALTERNATIVE WIRELESS FACILITY ON CITY PROPERTY - MAXIMUM OF 90 DAYS

(b) SUBMITTAL REQUIREMENTS:

(1) NARRATIVE DESCRIBING THE PROPOSED WIRELESS FACILITY SITE;

(2) A SITE PLAN SHOWING THE SUBJECT PROPERTY AND ADJACENT PROPERTIES; ALL EXISTING AND PROPOSED BUILDINGS ON THE SUBJECT PROPERTY AND THEIR PURPOSE; THE SPECIFIC PLACEMENT OF THE BASE STATION AND CELL TOWER, INCLUDING TYPE AND EXTENT AND POINT OF ENTRY ON THE SITE; ALL PROPOSED CHANGES TO THE EXISTING SITE, INCLUDING GRADING, VEGETATION, ROADS, SIDEWALKS, AND DRIVEWAYS SIGNED AND SEALED BY A PROFESSIONAL REGISTRANT FROM THE STATE OF ARIZONA INCLUDING EXPIRATION DATE;

- (3) A LANDSCAPE PLAN SHOWING SPECIFIC PLACEMENT OF EXISTING AND PROPOSED VEGETATION, TREES, AND SHRUBS, IDENTIFIED BY SPECIES AND SIZE OF SPECIMEN AT INSTALLATION IN ACCORDANCE WITH CITY LANDSCAPE GUIDELINES;
- (4) A GRADING AND DRAINAGE PLAN OF THE PROJECT SITE AS DETERMINED NECESSARY BY THE CITY MANAGER OR DESIGNEE.
- (5) EXISTING (BEFORE CONDITION) PHOTOGRAPHS AND PROPOSED (AFTER CONDITION) PHOTOSIMULATIONS OF THE PROPOSED WIRELESS FACILITY FROM ROW ADJACENT TO THE SITE. SUCH PHOTOSIMULATIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, SUPERIMPOSED REPRESENTATIONS OF THE PROPOSED BASE STATION AND TOWER TO SHOW WHAT WILL BE SEEN FROM ROW AND RESIDENTIAL STRUCTURES AND PROPERTIES ADJACENT TO THE SITE;
- (6) ELEVATIONS WILL SHOW THE FOLLOWING:
- c. DIMENSIONS OF ALL EQUIPMENT AND POLES SPECIFIED FOR ALL THREE DIMENSIONS: HEIGHT, WIDTH AND DEPTH; AND
 - d. MATERIALS OF THE BASE STATION AND SECURITY BARRIER, IF ANY, SPECIFIED BY GENERIC TYPE AND SPECIFIC TREATMENT, SUCH AS BRICK, MASONRY WITH STUCCO FINISH, ANODIZED ALUMINUM, STAINED WOOD, ETC.
- (7) COLLOCATION SUBMITTALS, INCLUDING SIGNED STATEMENTS INDICATING:
- a. THE APPLICANT AGREES TO ALLOW FOR THE POTENTIAL COLLOCATION OF ADDITIONAL WIRELESS FACILITIES BY OTHER WIRELESS SERVICE PROVIDERS AND CARRIERS ON THE APPLICANT'S STRUCTURE OR FACILITY OR WITHIN THE SAME SITE; AND

- b. THAT THE APPLICANT HAS MADE A GOOD FAITH EFFORT TO ACHIEVE COLLOCATION WITH OTHER CARRIERS AND FACILITIES AS REQUIRED IN THIS SECTION, AND IF COLLOCATION IS NOT FEASIBLE FOR THIS APPLICATION FOR A SUBSTANTIAL TECHNICAL OR OTHER REASON(S), A WRITTEN STATEMENT OF THE REASONS FOR THE INFEASIBILITY.

(8) AN EXECUTED LEASE AGREEMENT WITH THE OWNER OR LANDHOLDER THAT:

- a. ALLOWS THE LANDHOLDER TO ENTER INTO LEASES WITH OTHER PROVIDERS;
- b. SPECIFIES THAT IF THE CARRIER FAILS TO REMOVE THE BASE STATION AND TOWER WHEN REQUIRED BY THIS CHAPTER, THE RESPONSIBILITY FOR REMOVAL FALLS UPON THE LANDHOLDER; AND
- c. ALLOWS ENTRY BY THE CITY AND ITS AGENT FOR THE PURPOSE OF INSPECTION AND COMPLIANCE WITH CITY CODES;

(c) REVIEW:

- (1) NEW ALTERNATIVE WIRELESS FACILITIES, COLLOCATIONS, MAJOR MODIFICATIONS, AND ALTERNATIVE WIRELESS FACILITIES ON CITY PROPERTY WILL BE PROCESSED AS AN ADMINISTRATIVE TYPE I SITE PLAN DESIGN REVIEW, FOUND IN ARTICLE XII OF THIS CHAPTER.
- (2) MINOR MODIFICATIONS OF AN ALTERNATIVE WIRELESS FACILITY WILL BE PROCESSED AS A BUILDING PERMIT.

(d) DESIGN STANDARDS:

(1) BUILDING- OR STRUCTURE-MOUNTED FACILITIES:

- a. ANTENNAE WILL BE MOUNTED ON A BUILDING WALL OR SIDE OF A STRUCTURE TO THE MAXIMUM EXTENT PRACTICABLE. IF THE APPLICANT DEMONSTRATES THAT IT IS NOT FEASIBLE TO MOUNT

THE ANTENNAE ON A BUILDING WALL OR SIDE OF A STRUCTURE, THE ANTENNAE MAY BE MOUNTED ON THE ROOF OR TOP OF THE STRUCTURE, PROVIDED THE FACILITY COMPLIES WITH ALL OTHER APPLICABLE STANDARDS;

- b. A BUILDING- OR STRUCTURE-MOUNTED WIRELESS FACILITY SHALL NOT BE LOCATED ON A BUILDING WITH PRIMARILY RESIDENTIAL USES;
- c. ANTENNAE MAY ENCROACH INTO A SIDE OR REAR SETBACK A MAXIMUM OF TWO (2) FEET, BUT WILL NOT EXTEND OVER A PROPERTY LINE; AND
- d. ANTENNAE MOUNTED ON A BUILDING WALL OR SIDE OF A STRUCTURE SHALL COMPLY WITH THE FOLLOWING STANDARDS:
 - 1. ANTENNAE WILL BE MOUNTED FLUSH TO THE BUILDING WALL OR SIDE OF A STRUCTURE TO THE MAXIMUM EXTENT PRACTICABLE, UNLESS TECHNICAL REASONS DICTATE ANOTHER TYPE OF INSTALLATION, AND WILL NOT EXTEND ABOVE THE ROOF LINE OR PARAPET OF THE BUILDING OR TOP OF THE STRUCTURE;
 - 2. SUPPORT STRUCTURES, ACCESSORY EQUIPMENT INCLUDING EQUIPMENT CABINETS, AND ALL OTHER APPURTENANCES SHALL BE FULLY SCREENED FROM VIEW AND NOT VISIBLE FROM THE GROUND; AND
 - 3. ANTENNAE SHALL BE PAINTED A COLOR TO MATCH THE BUILDING OR STRUCTURE TO WHICH THEY ARE MOUNTED OR WILL BE CAMOUFLAGED AS PART OF THE BUILDING ARCHITECTURE IN A CITY-APPROVED BUILDING ELEVATION.

(2) ROOFTOP-MOUNTED FACILITIES:

- a. ROOFTOP-MOUNTED WIRELESS FACILITIES ARE NOT PERMITTED ON PORTIONS OF BUILDINGS WITH PITCHED ROOFS.
 - 1. A ROOFTOP-MOUNTED WIRELESS FACILITY SHALL NOT BE LOCATED ON A BUILDING WITH PRIMARILY RESIDENTIAL USES.
 - 2. A WIRELESS FACILITY LOCATED ON A BUILDING ROOFTOP OR TOP OF STRUCTURE SHALL COMPLY WITH THE FOLLOWING STANDARDS:
 - i. ANTENNAE, SUPPORT STRUCTURES, ACCESSORY EQUIPMENT, AND ALL OTHER APPURTENANCES SHALL BE FULLY SCREENED FROM VIEW THROUGH THE USE OF ARCHITECTURALLY COMPATIBLE FEATURES, SCREENING MATERIALS, AND COLORS THAT MATCH THE BUILDING OR STRUCTURE TO WHICH THE FACILITY IS MOUNTED.
 - i. ANTENNAE SHALL NOT EXTEND ABOVE THE PARAPET OF THE ROOF OF THE STRUCTURE TO WHICH THEY ARE MOUNTED.

(3) RECREATION FIELD LIGHT POLES:

- a. THE MAXIMUM ALLOWABLE WIDTH OF AN ANTENNAE ARRAY IS FOUR (4) FEET;
- b. THE STAND-OFF MOUNTING ARM APPARATUS OF THE ANTENNAE ARRAY WILL NOT EXTEND MORE THAN 30 INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED.
- c. THE MAXIMUM ALLOWABLE LENGTH OF EACH ANTENNA IS TEN (10) FEET.
- d. THE DIAMETER OF THE POLE STRUCTURE WILL NOT EXCEED 36 INCHES.

- e. THE ADDITION OF A WIRELESS FACILITY TO A RECREATION FIELD LIGHT WILL NOT INCREASE THE HEIGHT OF THE LIGHT STRUCTURE BY MORE THAN TEN (10) FEET.
- f. ALL CABLES WILL BE CONCEALED WITHIN THE POLE STRUCTURE.
- g. NO MORE THAN TWO (2) EXTERNAL MICROWAVE DISHES, LIMITED TO TWO (2) SQUARE FEET EACH, ARE PERMITTED ON EACH RECREATION FIELD LIGHT POLE.
- h. ALL MICROWAVE DISHES, ANTENNAE, AND ATTACHING APPARATUS WILL BE PAINTED TO MATCH THE RECREATION FIELD LIGHT POLE.

(4) WATER TOWERS/TANKS:

- a. THE MAXIMUM ALLOWABLE WIDTH OF AN ANTENNAE ARRAY IS FOUR (4) FEET. THERE IS NO WIDTH LIMIT FOR ANTENNAE ARRAYS INSTALLED INSIDE A FAUX WATER TOWER/TANK.
- b. THE ANTENNA WILL NOT EXTEND MORE THAN 18 INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED. THIS RESTRICTION DOES NOT APPLY TO ANTENNAE INSTALLED INSIDE A FAUX WATER TOWER/TANK.
- c. THE MAXIMUM ALLOWABLE LENGTH OF EACH ANTENNAE ARRAY IS TEN (10) FEET.
- d. THE ADDITION OF A WIRELESS FACILITY WILL NOT INCREASE THE HEIGHT OF THE WATER TOWER/TANK STRUCTURE GREATER THAN TEN (10) FEET.
- e. ALL CABLES WILL BE CONCEALED WITHIN THE SUPPORT STRUCTURE OR FULLY ENCLOSED WITHIN A CABLE SHROUD.
- f. NO MORE THAN TWO (2) MICROWAVE DISHES, LIMITED TO TWO (2) SQUARE FEET IN SIZE WILL BE PERMITTED ON EACH WATER TOWER OR WATER TANK.

- g. ALL MICROWAVE DISHES, ANTENNAE, CABLE SHROUDS, AND ATTACHING APPARATUS WILL BE PAINTED TO MATCH THE WATER TOWER OR WATER TANK.

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SEC. 122-112.4 SMALL WIRELESS FACILITY ("SWF").

GENERAL REQUIRMENTS:

- (a) SWFS IN ROW REQUIRE A MASTER LICENSE AGREEMENT APPROVED BY THE CITY.
- (b) TIMING: AN APPLICATION FOR A NEW SWF INSTALLATION OR MODIFICATION TO AN EXISTING SWF WILL BE PROCESSED WITHIN THE FOLLOWING AMOUNT OF DAYS OF THE FILING OF THE APPLICATION, UNLESS TOLLED BY MUTUAL AGREEMENT:
 - (1) SWFS IN ROW – MAXIMUM OF 75 DAYS.
 - (2) SWFS OUTSIDE ROW – MAXIMUM OF 90 DAYS.
- (c) SUBMITTAL REQUIREMENTS:
 - (1) SWFS IN ROW:
 - a. COMPLETED SWF ROW ENCROACHMENT FORM;
 - b. COMPLETED BUILDING PERMIT;
 - c. SITE PLAN;
 - d. BEFORE AND AFTER ELEVATIONS OF THE FACILITY; AND
 - e. ADDITIONAL INFORMATION MAY BE REQUIRED BY THE CITY MANAGER OR DESIGNEE TO DETERMINE COMPLIANCE WITH FEDERAL, STATE, AND CITY LAWS.
 - (2) SWFS OUTSIDE OF ROW:
 - a. COMPLETED SWF APPLICATION;
 - b. SITE PLAN;
 - c. BEFORE AND AFTER ELEVATIONS OF THE FACILITY; AND
 - (3) ADDITIONAL INFORMATION MAY BE REQUIRED BY THE CITY MANAGER OR DESIGNEE TO DETERMINE COMPLIANCE WITH FEDERAL, STATE, AND CITY LAWS.

(d) REVIEW:

- (1) REVIEW OF SWF INSTALLATIONS AND MODIFICATIONS WITHIN THE ROW WILL BE PROCESSED AS A BUILDING PERMIT.
- (2) NEW SWFS LOCATED ON PROPERTY OTHER THAN ROW WILL BE PROCESSED AS AN ADMINISTRATIVE TYPE I SITE PLAN DESIGN REVIEW, FOUND IN ARTICLE XII OF THIS CHAPTER.

(e) DESIGN STANDARDS:

- (1) THE COMPONENTS OF A SWF WILL BE MOUNTED A MINIMUM OF 12 FEET ABOVE THE EXISTING GRADE OF THE WIRELESS SUPPORT STRUCTURE TO WHICH IT IS ATTACHED;
- (2) A REPLACEMENT OR NEW POLE IS ALLOWED A TEN (10) PERCENT HEIGHT INCREASE, NOT TO EXCEED 50 FEET TOTAL.
- (3) ALL CABLES WILL BE CONCEALED WITHIN THE PUBLIC UTILITY POLE OR A CABLE SHROUD.
- (4) ALL ANTENNAE MOUNTING HARDWARE, CABLE SHROUDS, AND OTHER EQUIPMENT WILL BE PAINTED TO MATCH THE STRUCTURE ON WHICH IT IS MOUNTED.

SEC. 122-112.5 - CELLULAR ON WHEELS ("COW").

(a) COWS ARE ALLOWED DURING:

(1) CONSTRUCTION OF A PERMANENT WIRELESS FACILITY:

- a. NOT TO EXCEED DURATION OF ONE (1) YEAR; AND
- b. UTILIZATION OF A COW WILL BE INCLUDED WITH THE BUILDING PERMIT ASSOCIATED WITH THE WIRELESS FACILITY MAINTENANCE OR REPLACEMENT OF EQUIPMENT.

(2) SPECIAL EVENTS. UTILIZATION OF THE COW FOR A SPECIAL EVENT WILL REQUIRE A TEMPORARY USE PERMIT AS PER ARTICLE VII OF THIS CHAPTER. COW PLACEMENT FOR A SPECIAL EVENT PURSUANT TO A TEMPORARY USE PERMIT WILL BE LIMITED FOR A DURATION NOT TO EXCEED 30 DAYS UNLESS APPROVED BY THE CITY MANAGER OR DESIGNEE.

(3) EMERGENCY. AN EMERGENCY OR DISASTER AS DETERMINED BY THE CITY MANAGER OR DESIGNEE AND THEN FOR ONLY SO LONG AS DETERMINED TO BE NECESSARY BY THE CITY MANAGER OR DESIGNEE.

(b) COWS WILL BE SET BACK FROM ALL RESIDENTIAL LOT LINES A MINIMUM DISTANCE EQUAL TO THE FULLY EXTENDED HEIGHT OF THE COW.

(c) PERMITTED POWER SOURCES:

- a. A GENERATOR OR OTHER UTILITY SOURCE WILL BE USED THAT EMITS AN AVERAGE NOISE LEVEL NOT TO EXCEED 60 DB, MEASURED AT ANY PROPERTY LINE FOR PROPERTY THAT IS ZONED OR USED FOR RESIDENTIAL PURPOSES; AND
- b. USE OF ON-SITE UTILITY SERVICES WILL REQUIRE A BUILDING PERMIT.

SEC. 122-112.6 - AMATEUR RADIO ANTENNAE.

- (a) ANTENNAE PERMITTED. AMATEUR RADIO ANTENNAE ARE PERMITTED IN ALL RESIDENTIAL ZONING DISTRICTS SUBJECT TO THE FOLLOWING STANDARDS:
- (1) ANTENNA STRUCTURES ARE ALLOWED UP TO THIRTY-FIVE (35) FEET IN HEIGHT;
 - (2) ANTENNA STRUCTURES SHALL COMPLY WITH SETBACK STANDARDS FOR THE ZONING DISTRICT IN WHICH IT IS LOCATED;
 - (3) ANTENNA STRUCTURES SHALL BE LOCATED IN THE REAR HALF OF THE LOT;
 - (4) ANTENNAE, INCLUDING SUPPORT STRUCTURES, SHALL NOT EXTEND BEYOND THE PROPERTY LINE; AND
 - (5) WHEN A FEDERALLY LICENSED RADIO AMATEUR NO LONGER OCCUPIES THE SUBJECT PROPERTY, THE ANTENNA STRUCTURE SHALL BE REMOVED.
- (b) AMATEUR RADIO ANTENNAE WITH A CONDITIONAL USE PERMIT. ALL AMATEUR RADIO ANTENNAE THAT EXCEED THIRTY-FIVE (35) FEET IN HEIGHT SHALL REQUIRE APPROVAL OF A CONDITIONAL USE PERMIT. SUCH ANTENNAE SHALL BE OF TELESCOPING DESIGN AND LOWERED TO A HEIGHT OF NO MORE THAN THIRTY-FIVE (35) FEET WHEN NOT IN USE. IN NO EVENT SHALL AN AMATEUR RADIO ANTENNA EXCEED A HEIGHT OF SEVENTY-FIVE (75) FEET.
- (c) COMMERCIAL USE. AMATEUR RADIO ANTENNAE WILL NOT BE USED FOR ANY COMMERCIAL USE OR PURPOSE.



City of Surprise Wireless Facilities Terms and Conditions

The City of Surprise City Council adopted the following Terms and Conditions (the “Terms”), by **Ordinance No. 2018-01** on **January 16, 2018** to govern and regulate the use of City-owned utility, traffic, and street light poles and rights-of-way for the placement, operation, and maintenance of Wireless Facilities (“WF” or “WFs”), pursuant to Section 704 of the Federal Telecommunications Act of 1996 and Arizona Revised Statutes (“A.R.S”), Title 9, Sections 9-591, *et seq.*, and any other applicable law, regulation, or policy (collectively, the “Telecommunications Laws”). These Terms are effective as of **February 15, 2018**, and may be amended only upon approval of the City Council. These Terms shall be and are incorporated by reference into and are part of every Site License for Wireless Services approved and issued by the City.

RECITALS

A. The City, in its governmental capacity, owns or holds a legal interest in public roads, streets, alleys, and public utility easements located in Surprise (collectively, the “ROW”). The City is responsible for management of the ROW within its municipal boundaries. Pursuant to A.R.S. §§ 9-240, 9-276, and 9-582, the City has exclusive control of the ROW.

B. The City owns various street lights, traffic signals, utility poles, and signage at designated locations within the ROW (referred to herein as a “City Pole” or collectively as “City Poles”).

C. The City anticipates that one or more Wireless Providers may desire to locate WFs and immediately related equipment at various Sites within the ROW.

D. Pursuant to the Telecommunications Laws, the City may authorize Wireless Providers to attach a WF, including a Small Wireless Facility (“SWF”), to City Poles located within the ROW, and where permitted, erect Monopoles in the ROW.

D. All City Poles approved for the location or collocation of WFs and SWFs for private use shall retain their primary governmental purpose, and no WF or SWF shall interfere with those purposes in any way, nor shall the activities of a Wireless Provider create an unreasonably dangerous condition to the public.

E. The purposes of these Terms are to: (1) promote uniformity in Site Licenses; (2) streamline the preparation and administration of Site Licenses; (3) protect the public health, safety, and welfare; and (4) protect the value of and physical integrity of publicly-owned property and assets.

1. Definitions

Alternative Tower or Wireless Support Structure shall mean an innovative WF design, such as a clock-tower, grain silo, bell tower, false chimney, steeple, flag pole, windmill, and similar mounting structures that camouflage or Conceal the presence of a WF.

Antenna shall mean communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing Wireless Services.

Applicable Law(s) shall mean the Federal, State, county, and City of Surprise laws, ordinances, rules, regulations, and permit requirements that apply to the placement, operation, and maintenance of WFs within the City of Surprise.

Authorized Person shall mean the person(s), employee(s), agent(s), consultant(s), or contractor(s) authorized in writing by a Wireless Provider to complete and submit a WF application to the City.

Base Station shall mean the structure or equipment at a fixed location that enables Wireless Services licensed or authorized by the FCC between user equipment and a telecommunications network, including, but not limited to, radio transceivers, Antennas, coaxial or fiber-optic cable, and regular and backup power. A Base Station shall be ground mounted on a concrete slab, located within a building, or placed underground in a vault. The term does not encompass a Tower (as defined herein) or any equipment associated with a Tower.

City Pole shall mean a city-owned street light, traffic signal, signage, or other Utility Pole at designated locations within the ROW.

Collocate or Collocation shall mean to install, mount, maintain, modify, operate, or replace a WTF on, within, or adjacent to a Wireless Support Structure or Utility Pole.

Conceal or Concealment shall mean to design or disguise a WTF to look like something other than a Tower or Base Station.

Enclosure shall mean the enclosure housing the electronic ground equipment shown on the Site Plan.

FCC shall mean the Federal Communications Commission.

Hazardous Substance shall mean any substance, chemical, or waste that is identified as hazardous or toxic in any Applicable Law, including but not limited to petroleum products and asbestos.

Monopole shall mean a Wireless Support Structure composed of a single spire used to support telecommunications equipment and having no guy wires or ground anchors. A Monopole shall not be more than forty (40) inches in diameter at the ground level, and all of the wireless equipment shall be mounted on or contained inside of the pole. “Monopole” includes, but is not limited to, a monopalm, monocactus, monobroadleaf, or monopine.

Permitted Uses shall mean, and is limited to, a Wireless Provider’s right to construct, install, operate, maintain, and repair any and all equipment associated with Wireless Facilities to deliver Wireless Services.

RF shall mean radio frequency.

RF Letter shall mean a letter attesting to the Wireless Provider’s compliance with FCC RF exposure guidelines from the Wireless Provider’s senior internal engineer.

Right-of-Way (“ROW”) shall mean, as defined for Wireless Facility Sites in A.R.S. § 9-591(18), the area on, below, or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a Federal Interstate Highway, a State highway or State route under the jurisdiction of the Arizona Department of Transportation (“ADOT”), a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Wireless Services Provider.

Site shall mean and refer to, for WFs other than those in the ROW, the current boundaries of the property surrounding the WF and any access or utility easements currently related to the Site, and, for other Wireless_Support Structures, will mean and be further restricted to, that area in proximity to the structure and to other Transmission Equipment already deployed on the ground.

Site License shall mean a revocable, nonexclusive permission to attach a WF to a City Pole and encroach in the ROW that fully incorporates these Terms, but which does not create or confer any interest in the real or personal property of the City or a third party.

Site Plan shall mean a required plan, to scale, of a project area showing uses and structures, existing and proposed.

Small Wireless Facility (“SWF”) shall mean, as defined in A.R.S. § 9-591(19), a WF that may consist of one (1) or more radio receivers, Antennas, interconnected cable, power supply, other associated electronics, and accessory equipment, which are attached to a structure and meet the following parameters:

- (A) All Antennas are located inside an Antenna Enclosure of no more than six (6) cubic feet in volume, or, in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna’s exposed elements could fit within an imaginary Enclosure of not more than six (6) cubic feet; and
- (B) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume, or fifty (50) cubic feet in volume if the equipment was ground mounted before February 9, 2018. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, Concealment, telecommunications demarcation box, ground-based Enclosures, battery back-up power systems, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Small Cell Network shall mean a collection of interrelated SWFs designed to deliver personal Wireless Services to the public.

Transmission Equipment shall mean equipment owned or used by the Wireless Provider or by any third party for Permitted Uses in connection with the Wireless Provider’s or a third party’s installation and operation of a WF pursuant to an individual Site License. Transmission Equipment includes, but is not limited to, radio transceivers, Antennas, coaxial or fiber-optic cable, and regular and back-up power supply. The term includes equipment associated with Wireless Services including, but not limited to,

private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Tower shall mean any structure built for the sole or primary purpose of supporting any Antennas and their associated facilities, licensed or authorized by the FCC, including structures that are constructed for Wireless Services, including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Use Area shall mean the area that a Wireless Provider is permitted to use pursuant to an approved Site License. The term “Use Area” includes the area depicted on the Site Plan that shows where the Antenna will be attached to the City Pole or where it will be placed in the ROW, and where the Base Station will be located.

Utility Pole shall mean a pole or similar structure that is used in whole or in part for telecommunications purposes, electricity distribution, lighting, or traffic signals. Utility Pole does not include Monopole.

Wireless Infrastructure Provider shall mean, as defined in A.R.S. § 9-591(23), any person that is authorized to provide telecommunications services in this State and that builds or installs wireless communications transmission equipment, WFs, Utility Poles, or Monopoles, but that is not a Wireless Provider. Wireless Infrastructure Provider does not include a special taxing district.

Wireless Provider shall mean a person or legal entity that provides Wireless Services to the public that is duly licensed by the FCC to provide such services and that holds a valid Site License to use one or more City Poles and the ROW for this purpose.

Wireless Service shall mean any FCC licensed commercial wireless telecommunications services including cellular, personal communications services (PCS), specialized mobile radio (SMR), and enhanced specialized mobile radio (ESMR), as well as unlicensed wireless services, and common carrier wireless exchange access services

Wireless Facility (“WF”) or Wireless Facilities (“WFs”) shall mean, as defined in A.R.S. § 9-591(22):

- (A) Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following: (i) equipment associated with wireless communications; and (ii) radio transceivers, Antennas, coaxial or fiber-optic cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration.
- (B) Includes Small Wireless Facilities.
- (C) Does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between Wireless Support Structures or Utility Poles, or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an Antenna.
- (D) Does not include Wi-Fi radio equipment or microcell equipment.

2. Licensing Scope, Standards, and Procedures

2.1 License Required. No person or entity shall attach any Antenna or WF to a City Pole, place its Transmission Equipment in the ROW, or erect a Monopole in the ROW without an approved Site License. Placement of any unauthorized facilities on a City Pole or in the ROW without a Site License shall constitute trespass, and the unauthorized facilities may be removed by the City with any costs incurred for such removal to be reimbursed to the City by the owner of the unauthorized facilities.

2.2 Removal of Unauthorized Facilities. The City may require a Wireless Provider to remove any unauthorized attachment to a City Pole or placement of facilities in the ROW. If the Wireless Provider fails to remove the unauthorized facilities within thirty (30) days after written notice, the City may remove the unauthorized facilities without incurring any liability, including but not limited to liability for interruption of service. The Wireless Provider shall reimburse the City for its actual costs of removal of the unauthorized facilities. The failure of the City to act to remove any unauthorized facilities shall not constitute permission or a *de facto* Site License in any manner nor shall subsequent issuance of a Site License operate retroactively.

2.3 Completed Application Required. An Authorized Representative of a Wireless Provider shall submit a completed application form to the City for a Site License, which application shall be accompanied by a Site Plan(s) for each Site, to the City. Once the Site License application is reviewed and approved, a Site License will be issued by the City. The City Manager/Engineer, or his designee, shall have authority to execute a Site License on behalf of the City.

2.4 Notification to Adjacent Property Owners. Concurrently with submittal of an application, the Wireless Provider shall notify all adjacent property owners and the owners of any residential property located within three hundred feet (300') of each proposed WF site. Such notice shall be by U.S. mail and shall include the project location, address, general description, equipment dimensions, Wireless Provider contact information, and a construction schedule. The Wireless Provider shall include a copy of the notification and the property owner notification list with an attestation of mailing with any application.

2.5 Only Permitted Uses. WFs may be used solely for the Permitted Uses, and Wireless Providers are not authorized to and shall not use the WFs, Site, or Use Area to offer or provide any other services not specified in the Site License. The WFs shall be owned by the Wireless Provider.

2.6 No Changes without City Approval. No approved Site Plan or Site License may be changed unless the City agrees to the change in writing. Any change that is not approved shall be null, void, and of no effect.

2.7 Site License Grants Non-Exclusive Right. A Site License gives the Wireless Provider a non-exclusive right to have WFs occupy space in the ROW and/or on a City Pole (including any replacement City Pole) as shown by an approved location(s) identified on the Site License and authorizes the installation, operation, use, and maintenance of WFs to provide Wireless Services.

2.8 No Ownership or Leasehold Interest. A Site License does not provide the Wireless Provider with any ownership interests in City Poles (including any City Poles that are replaced by the Wireless Provider), real property, or ROW, nor does a Site License constitute an assignment of any of the City's

rights to use the public property upon which the WFs are attached or is/are located (other than as expressly provided herein or in the Site License). Additionally, a Site License does not constitute or create a leasehold interest or right to the benefit of any City property or portion thereof.

2.9 Assumption of Risk. The Wireless Provider assumes all risk, costs, and expenses related to the WFs and loss of service that may occur due to damage, destruction, or collapse of any City Pole or due to any incompatibility of the Wireless Provider's use with the City's use, or another user's use, of the City Poles. The Wireless Provider shall be solely responsible for the relocation of any WFs placed on a structure or property not owned by the City or wrongly designated as a City Pole and/or ROW at any time.

2.10 Compliance with Applicable Laws. All WFs shall be designed, installed, and maintained during the term of a Site License in compliance with all Applicable Laws, including Section 122-11 of the City of Surprise Unified Development Code ("SUDC").

2.11 Wireless Provider Sole Cost and Expense. The Wireless Provider shall design, specify, and supply, at its sole cost and expense, all material associated with the installation, operation, and maintenance of the WFs.

2.12 Spare Light and Traffic Signal Poles. Wireless Providers shall purchase and store extra street light and traffic signal poles in anticipation of emergency or routine replacement of such poles utilized by the Wireless Provider or the City. All replacement poles shall be approved by the City prior to installation.

2.13 Blue Stake. To the extent that a Wireless Provider owns any fiber or conduits that will be placed underground, and to the extent that State law requires it, the Wireless Provider shall comply with Arizona Revised Statutes Title 40, Chapter 2, Article 6.3, by participating as a member of the Arizona Blue Stake Center (or other appropriate organization). A copy of the Wireless Provider's proof of membership shall be filed with the City.

2.14 Obtaining Permits. Wireless Providers shall comply with any necessary building permit, traffic control, ROW management requirements, non-City of Surprise utility permits, other permits as required, or other regulatory requirements ("Permits") that apply to the WFs.

2.15 Emergency Operations Permit. Wireless Providers shall apply for and obtain one annual permit for emergency operations (no excavation) occurring within the ROW and/or on City Poles.

2.16 Abandonment. If a Wireless Provider discontinues use of any of its WFs, or any portion thereof, installed under or pursuant to an approved Site License, for a period of ninety (90) consecutive days, the WF shall be deemed to have been abandoned. Upon such abandonment, the Wireless Provider of the WF shall have an additional ninety (90) days to (i) reactive the use of the WF or transfer the WF to another Wireless Provider who makes use of the WF; or (ii) dismantle and remove the WF. Upon removal of the WF, the Site shall be returned to its built or natural state and topography and vegetated consistent with the natural surroundings.

3. Installation and Replacement Poles

3.1 Other Required Permits and Approvals. The zoning processes, building permit processes, ROW management policies, and similar regulatory requirements that apply to the WFs are completely separate from the processes set forth in these Terms. The Wireless Provider's satisfaction of any requirement set forth in these Terms does not substitute for compliance with any other regulatory requirement. Similarly, the Wireless Provider's satisfaction of any other regulatory requirement does not substitute for compliance with any requirement of these Terms. To the extent that regulatory requirements and requirements of these Terms are the same, compliance with regulatory requirements shall constitute compliance with these Terms and vice versa.

3.2 Inspections. Wireless Providers shall order City of Surprise inspections during and upon completion of installation of any WFs. Installation will be inspected for adherence to Applicable Laws, plan specifications, safe operation, workmanship, aesthetics, and/or interference with street, streetlight, or traffic signal operations. Post-installation inspection of WFs by the City shall be performed within thirty (30) days of installation. In the event that the City objects to the installation, the Wireless Provider will be required to remove the WF and resubmit a design/installation plan. The Pole may not be altered without the City's written permission.

3.3 As-Built Drawings. Wireless Providers shall prepare and maintain As-Built Drawings of all WFs located on City Poles and within the ROW and furnish such record drawings in hard copy and/or electronic format at the City's request. Electronic copies shall be provided in Autocad 2014 DWG format or other City-approved electronic format.

3.4 Pole Replacement. Because the City's existing streetlight poles and traffic signed poles are not designed to safely support the additional weight and stress of WFs, Wireless Provider shall be required to provide poles designed to support these facilities to replace existing City Poles prior to attaching WFs. The following will apply:

3.4.1 The Wireless Provider shall pay all costs related to City Pole replacement, including but not limited to replacement, transfer of all existing facilities, and removal and salvage of the existing pole to the City of Surprise. Payment of City Pole replacement costs does not provide the Wireless Provider with any ownership interest in the replaced City Pole. The Wireless Provider shall transfer ownership of all replacement poles to the City.

3.4.2 Any replacement City Pole shall conform to the height restrictions imposed by the City, and the arm height of the street light or traffic signal must conform to the existing arm height of the other street light or traffic signal structures in the adjacent area. The City Pole must also conform to the City of Surprise Supplement to the M.A.G. Uniform Standard Details and Specifications for Public Works Construction.

3.4.3 If the replacement City Pole is damaged by the Wireless Provider or a third-party and needs to be replaced, the Wireless Provider shall repair or replace (if deemed necessary by the

City) the City Pole entirely at its expense within fourteen (14) days of discovery of the damage or receiving notice of the damage from the City. If the damage is caused by a third party, the City will reimburse the Wireless Provider for the cost of the repairs or a standard City Pole (if the pole is replaced) within forty five (45) days of the City's receipt of an invoice, but the Wireless Provider shall be responsible for any cost in excess of that amount.

3.4.4 The Wireless Provider may, with the consent of the City, place a temporary WF on a nearby City Pole or within the ROW during replacement. The City disclaims any and all liability to the Wireless Provider for any loss of services resulting from the need to install a temporary WF. Once the City Pole has been replaced, the Wireless Provider may re-install the WF at its sole expense (and the City will install its lighting and signal apparatus and wiring at its sole cost). In the event of localized interruptions (e.g. motor vehicle accidents), the City shall notify the Wireless Provider of the incident after taking any required actions to clear and restore the site. The Wireless Provider shall be responsible for collection of any damages from a third party that caused the damage to any WFs.

3.5 RF Letter. The Wireless Provider shall provide a RF Letter confirming its compliance with FCC Radio Frequency Exposure Guidelines ("FCC OET Bulletin 65") and all other applicable RF emissions laws and regulations (collectively, the "Guidelines") in effect at the time it submits its completed application. The Wireless Provider shall conduct an initial test for compliance with the Guidelines prior to placing a WF on a City Pole or in the ROW before the WF is activated for Wireless Services. The Wireless Provider shall perform additional tests upon any significant change in the WF on the City Pole or in the ROW. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to the City. If the tests show noncompliance with applicable Guideline exposure limits in effect, then the noncompliant WF attached to the City Pole or in the ROW shall be shut down (except for work necessary to bring it back into compliance) until subsequent tests again show compliance with the Guidelines. The City may, at its expense, perform tests to determine compliance of a WF with the Guidelines, as amended from time to time.

3.6 Notice. The Wireless Provider shall post a notice at each WF site providing a twenty-four (24) hour contact number and, as applicable, a RF emission hazards warning to the extent required by law.

3.7 Payment of Permit and License Fees. All WFs shall be installed and maintained in accordance with the requirements of the National Electric Code, the National Electrical Safety Code, the National Fire Protection Association Standards, the Occupational Safety and Health Administration ("OSHA"), and any other Applicable Laws. All fees, notices, permits, approvals, certifications, and licenses required for the installation, maintenance, and operation of the WFs shall be obtained and paid for by the Wireless Provider, and proof of such shall be provided to the City upon request at no charge prior to the start of work.

3.8 Payment of Utility Charges. The Wireless Provider shall install or cause to be installed a separate electric meter on each City Pole for any utilities used by the Wireless Provider and shall be responsible for payment of all electricity and other utility charges related to the usage of the WF and street light. No secondary power supply (generator or battery; permanent or temporary) may be attached to a City Pole and/or within the ROW without prior written consent of the City pursuant to an approved or amended Site License. Any third-party equipment needed to service the WFs shall require separate permits. In the

event of an emergency, maintenance, accident, or condition that causes the City to replace or remove any part of the WF, the Wireless Provider at its sole expense shall be responsible for reconnection of any disconnected utilities.

3.9 Concealment. Wireless Providers shall Conceal, as applicable, all pole-mounted, pad, and ground-mounted equipment used for Permitted Uses with required aesthetic features, such as canisters, screen walls, and landscaping, as approved by the City with each Site License. Concealment shall blend with or enhance the surrounding area with the use of artistic and/or architectural detail and shall take into account scale, form, texture, materials, and color. Concealment features shall be noted on the Site Plan and construction drawings submitted with each application.

4. Maintenance/Modifications

4.1 Maintenance Costs. Maintenance of WFs shall be performed by the Wireless Provider at its sole cost and expense. The Wireless Provider shall obtain the appropriate permits for work in the ROW (Special Use Permit for work on WF; Utility Permit for any work on ground mounted equipment) to access the City Poles and will also need to submit for a Barricade Permit (traffic control permit issued by Traffic Engineering), if applicable.

4.2 Correction of Violations. If the WFs are not placed and maintained in accordance with these Terms, and the Wireless Provider has not corrected any violation within thirty (30) days from its receipt of a written notice from the City (or such longer time as may be reasonable under the circumstances), the City may, at its discretion, correct the violation at the Wireless Provider's expense.

4.3 Approval Required for Modifications. Any upgrade and/or modification to the WFs other than a like replacement shall require specific approval from the City obtained in writing from the City Manager/Engineer or his designee.

5. Interference

5.1 No Interference. WFs shall only be used in a manner that will not cause interference, including, but not limited to, blocking or impeding access to the City Pole, electrical interference, RF interference, or mechanical interference to the City's and other users' use of the Pole, provided that such other users' installation predates the installation of the WFs. If applicable, the City will supply the Wireless Provider with a list of other users on any City Pole together with the respective transmission frequencies thereof.

5.2 Remedy Interference. The Wireless Provider shall not install, operate, or allow the use of equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the City's existing or future fire, emergency, or other communications equipment, methodology, or technology. The Wireless Provider shall be responsible to ensure compliance with this requirement by all persons using a City Pole or the ROW through or under the Wireless Provider.

5.1.1 In the event any such interference occurs, the Wireless Provider shall (i) remedy such interference as soon as possible but no later than within seventy-two (72) hours after receipt of written notice from the City, if required, or (ii) cease operation of the WFs until such interference is eliminated.

5.1.2 If such interference is not eliminated within the seventy-two (72) hour period, the City will have the right to take all necessary and reasonable steps, at the Wireless Provider's sole cost and expense, to disable the WFs to eliminate the interference.

5.3 Installation by the City or Third Parties. The City, or any other subsequent user of the City Pole or surrounding ROW within 500 feet of the Pole, will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference, as measured in accordance with then existing industry standards or the Guidelines, to the then existing equipment of the Wireless Provider.

5.4 No Liability of City for Interference. The City shall not have liability for any interference with the operation of WFs or a Wireless Provider's customer's equipment that may arise in any manner out of the Wireless Provider's use of City Poles or ROW.

6. City's Reserved Rights

6.1 Maintain Poles and Operate City Facilities. The City reserves the right to maintain its Poles and to operate City facilities on City Poles and within the ROW in such manner as will best enable it to fulfill its own service requirements, including but not limited to attachment of additional facilities to City Poles.

6.2 Relocation. If the City deems it necessary to relocate any of the WFs, the City may require the Wireless Provider to relocate the WFs to another location in the ROW that is comparable to the existing location. The Wireless Provider shall perform the relocation work at its own expense. If it fails to do so, the City may perform any part of the relocation work that has not been performed, and the Wireless Provider shall reimburse City its actual costs incurred in performing relocation work.

6.3 Abandonment or Removal of City Pole(s). The City reserves the right to abandon and remove any City Pole(s). The City shall give the Wireless Provider no less than one hundred eighty (180) days' notice of its intent to abandon a Pole. The City may offer to sell the Pole to the Wireless Provider at the then value thereof in which case the Wireless Provider shall have thirty (30) days from the date of the notice to purchase and remove the Pole. If the Wireless Provider has already paid for the Pole, there will be no charge for the Pole. If the Wireless Provider does not purchase and remove the Pole within the 30-day period, the Site License for the subject City Pole shall terminate, and unless the City notifies the Wireless Provider otherwise, the Wireless Provider shall immediately remove the WFs from the Pole. If the WFs are not timely removed, the City may remove them with no further notice to the Wireless Provider and charge the Wireless Provider for the City's costs incurred. The Wireless Provider shall immediately reimburse the City for these costs upon receipt of a written statement from the City.

6.4 Use by Third Parties. All Site Licenses shall be subject to the privilege to use City Poles as granted by the City to any third parties under prior Site Licenses, franchises, or other permissions, and the City reserves the right to continue, modify, and extend such attachment privileges and to approve future Site Licenses or other permissions authorizing third parties to attach Wireless Service and other facilities to City Poles and install them in the ROW.

6.5 Modify Terms. The City reserves the right to modify these Terms in order to bring them into compliance with Applicable Laws enacted in the future that would necessitate modification of these Terms.

6.6 “AS IS” Condition. The Wireless Provider is responsible for the study and inspection of the City-owned facilities, City Poles, and ROW to be utilized by the Wireless Provider and for determining the fitness for the use intended by the Wireless Provider. The City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with City-owned facilities, City Poles, or the ROW. The Wireless Provider accepts City Poles and the ROW in “AS IS” condition, without representation or warranty of any kind by the City, its officers, agents, or employees, and subject to all Applicable Laws governing the use of City-owned facilities, the City Poles, or ROW for the Permitted Uses allowed by the Site License.

7. Fees

7.1 Schedule of Fees. The Wireless Provider shall pay the City the fees set forth on the Schedule of Fees approved by the City of Surprise City Council on [INSERT DATE] by Ordinance/Resolution No. [INSERT NUMBER]. These fees are subject to change by further action of the City Council from time to time. The fees paid and collected by the City shall be consideration for the Wireless Provider’s right to use the City Pole(s) or the ROW.

7.2 Application Fee. Wireless Providers shall pay the application fee shown on the Schedule of Fees when a Site License(s) application is submitted to the City.

7.3 Payment of Permit Fees. Wireless Providers shall pay all applicable permit fees at the time of issuance of a construction permit for each Site License, including, but not limited to, all applicable taxes, traffic control fees, and technology fees that are adopted by the City from time to time.

7.4 Payment in Advance. The fees shall be paid to the City in advance, on or before the anniversary date of the effective date of each Site License, without prior demand and without any deduction or offset whatsoever.

7.5 Nonrefundable. All fees paid are non-refundable.

7.6 Payment of Taxes. Wireless Providers shall pay all applicable city, county, and state taxes levied, assessed, or imposed by reason of the Wireless Services provided by the Wireless Provider. Such taxes are in addition to any non-tax amounts paid by the Wireless Provider to the City. The Wireless Provider consents to the disclosure of any and all information reported on the Wireless Provider’s transaction privilege tax returns submitted to the City by authorizing and allowing the City’s tax collector to release such information to the City Manager/Engineer or designees.

8. Term and Renewal

8.1 Term. A Site License shall be effective as of the date of issuance (the “Effective Date”) and unless sooner revoked in accordance with the provisions of Section 14, shall continue in effect for a period of ten (10) years (“Term”).

8.2 Renewal. A Site License shall be renewable for one additional Term of ten (10) years, upon mutual agreement, so long as the Wireless Provider and WFs are in compliance with these Terms, the Site

License, and all Applicable Laws. The Parties shall be deemed to have elected to extend the Term, unless a Party provides written notice to the other Party to the contrary within at least ninety (90) days prior to the end of the original Term.

8.3 Return of Premises. When a Site License either expires or is terminated before expiration of the Term due to revocation or other earlier termination, the Wireless Provider shall be subject to all obligations under these Terms to restore and rehabilitate all City Poles and ROW used for the WFs to their former condition and utility.

8.4 Holding Over. In any circumstances whereby the Wireless Provider would remain in possession or occupancy of the Site or Use Areas after expiration of the Term (as extended, if applicable), such holding over shall not be deemed to operate as a renewal or extension of the Site License(s), but shall only create a use right from month-to-month that may be terminated at any time by the City upon thirty (30) days' written notice to the Wireless Provider, or by the Wireless Provider providing sixty (60) days' written notice to the City.

8.5 Termination by City. Notwithstanding anything contained herein to the contrary, the City shall have the unconditional right, with or without cause, to terminate any Site License for reasons including, but not limit to, street widening, ROW abandonment, or development that may impact the location of the WFs, upon one hundred eight (180) days' written notice given at any time after the first one hundred eighty (180) days.

8.6 Termination by Wireless Provider. The Wireless Provider shall have the unilateral right to terminate any Site License without cause upon thirty (30) days' written notice to the City. However, there is no right to terminate after an event of default by the Wireless Provider has occurred (or an event has occurred that would become a default after passage of time or giving of notice).

9. ROW Use Requirements

9.1 Submittal of Application and Fees. A Wireless Provider shall submit the applicable permit application(s) together with the details, plans, and specifications required for City review and approval, and pay all applicable application, review, and inspection fees prior to any and all construction work performed pursuant to the rights granted under a Site License. The Wireless Provider and/or its contractor(s) shall abide by all stipulations of the Site License(s) and permits issued.

9.2 Denial of Application. The City may approve or deny such permits based on the availability of space at the location(s) sought by the Wireless Provider, safety, and other considerations in accordance with the City of Surprise City Code, applicable ROW construction regulations, and other Applicable Laws. The determination of whether a City Pole or location is available or unavailable for the attachment or placement of a WF or whether Collocation is required shall be within the City's sole, but reasonable discretion.

9.3 Removal of Temporary Facilities. The Wireless Provider and/or its Wireless Infrastructure Provider or other contractor(s) shall, during installation or relocation or removal of WFs, and upon completion of such work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site and public ROW in a safe, neat, and clean condition.

9.4 Responsibility for Use Area. The Wireless Provider and/or its contractor(s) shall be solely and completely responsible for the conditions of any Use Area or Site where WFs are being placed, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all Applicable Laws, including, but not limited to, OSHA regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

9.5 Repair of Damage. If the Wireless Provider damages City property, the Wireless Provider shall promptly, at its own expense, and in a manner acceptable to the City, repair the damage.

10. Traffic Control

10.1 Traffic Control Plan. If applicable, the Wireless Provider shall submit a Traffic Control Plan to Traffic Engineering for approval one week prior to beginning work under a Site License. The Wireless Provider shall not begin work until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of work, otherwise work will cease until an approved Traffic Control Plan is present onsite. All traffic shall be regulated in accordance with MAG standards, the City of Surprise Barricade Manual, latest edition, the Manual on Uniform Traffic Control Devices (MUTCD), and any other requirements of the City.

10.2 Responsibility for Traffic Control. The Wireless Provider shall have the full responsibility and liability for traffic control for work performed by the Wireless Provider or its contractors. In the event the Wireless Provider or its contractor(s) damages any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, it shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience, as pre-approved by the City. Any damage caused by the Wireless Provider or its contractor(s) that is repaired by the City will be billed to the Wireless Provider at two (2) times the cost.

10.3 Pedestrian Access. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the Americans with Disabilities Act and as approved by Traffic Engineering.

11. Insurance

11.1 Insurance Required in Advance. Prior to any access to City Poles, ROW, or any other City-owned property, the Wireless Provider shall procure and maintain for the duration of the Site License insurance against claims for (i) bodily injury, sickness or disease, or death of any person other than the Wireless Provider's employees; (ii) damages insured by usual personal and advertising injury liability coverage; (iii) damages because of injury to or destruction of tangible property, including loss of use resulting from; (iv) products/completed operations; and (v) damages involving contractual liability insurance applicable to the Wireless Provider's indemnity obligations under these Terms. Such insurance shall cover claims as may be occasioned by the operations, act, omission, or negligence of the Wireless Provider or its officers, agents, representatives, employees, or contractors during all times that the Site License(s) is in effect and/or the WFs are on the City Poles. Insurance limits are inclusive of umbrella coverage.

11.2 Licensed Insurance Companies. Without limiting any obligations or liabilities, the Wireless Provider, at its sole expense, shall purchase and maintain the insurance specified below with companies duly licensed, authorized, or permitted or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best, Inc., rating of not less than A-VII.

11.3 Required Insurance Coverage.

11.3.1 Commercial general liability insurance with a limit of \$5,000,000 per occurrence, with a \$5,000,000 general aggregate limit. The policy shall be primary and include coverage for bodily injury, property damage, personal and advertising injury, products, completed operations, and blanket contractual liability, which coverage will be at least as broad as Insurance Services Office Inc. policy form or equivalent thereof, including but not limited to severability of interests and waiver of subrogation clauses.

11.3.2 Worker's compensation insurance in compliance with the statutory requirements of the state of operation and employer's liability insurance with a limit of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

11.3.3 Commercial automobile liability insurance with a combined single limit for bodily injury and property damages of \$2 million per each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of the Wireless Provider's work. Coverage shall be at least as broad as coverage Symbol 1 "any auto" (Insurance Service Office policy form CA 0001 or any replacements thereof).

11.3.4 Unless waived by the City's Risk Management Division in writing, all risk property insurance covering damage to or destruction of all real and personal improvements to the Right-of-Way, including without limitation, all improvements existing upon the Right-of-Way prior to this Agreement or hereafter constructed in an amount equal to full replacement costs of all such improvements. Such insurance shall be special causes of loss policy form including perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood.

11.4 City as Additional Insured. The insurance coverage, except for workers compensation and employer's liability, and property insurance, required by this Agreement, shall include the City, its directors, officials, employees and officers, as additional insureds as their interest may appear under this Agreement. This provision and inclusion of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

11.5 Duty to Maintain Coverage. All insurance required herein shall be maintained in full force and effect while any Site License is effective and until the Wireless Provider has completed all removal and restoration obligations. Failure to do so shall constitute a material breach of these Terms and can be a cause for revocation of a Site License.

11.6 Insurance Primary. The Wireless Provider's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

11.7 Claims Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City. The Wireless Provider shall promptly furnish the City's Risk Management Division with copies of any

accident or incident report(s) sent to the Wireless Provider's insurance carriers covering accidents/incident occurring in connection with and/or as a result of actions taken by the Wireless Provider or its contractor(s) pursuant to a Site License.

11.8 Waiver of Subrogation. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Wireless Provider's acts, mistakes, omissions, work, or services.

11.9 Deductibles. The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of the Wireless Provider who shall be solely responsible for deductible and/or self-insurance retention.

11.10 Certificates of Insurance. Within ten (10) days after issuance of any Site License, the Wireless Provider shall furnish to the City certificates of insurance with blanket additional insured endorsements issued by the Wireless Provider's insurer(s) as evidence that policies providing the required coverages, conditions, and limits are in full force and effect and obtain reasonable approval of such certificates from City. Notwithstanding the foregoing, no Site Licenses may be executed and the Wireless Provider may not perform any work pursuant to a Site License until a certificate of insurance is provided to the City. Such certificates shall include the blanket additional insured endorsement(s). Such certificates and all subsequent renewals that are required shall be sent directly to:

Procurement Manager
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: 623.222.1857

11.11 Increase of Required Insurance. By written notice to the Wireless Provider, the City may elect to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that the City reasonably determines to affect the reasonable amount of insurance to be provided.

11.12 No Limitation on Payment of Damages. Nothing contained in these insurance requirements shall be construed as limiting the extent of the Wireless Provider's responsibility for payment of damages resulting from the Wireless Provider's use of a City Pole, ROW, or other City-owned property, or limiting or diminishing the Wireless Provider's obligation to indemnify, defend, and hold harmless the City as set forth in Section 12.

11.13 Notice of Cancellation. Upon receipt of notice from its insurer(s), the Wireless Provider shall endeavor to provide the City with thirty (30) days' prior written notice of cancellation of any coverage required herein.

11.14 Expiration. If a policy does expire during the term of any of the Wireless Provider's Site Licenses, a renewal certificate(s) must be sent directly to the City's Risk Management prior to the expiration date.

11.15 Contractor's Insurance. The Wireless Provider shall require all contractors to obtain and maintain substantially the same coverage with substantially the same limits as required of the Wireless Provider and provide separate certificates of insurance and additional insured endorsements.

12. Indemnity

12.1 To the fullest extent permitted by law, the Wireless Provider shall pay, indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, successors, and assigns (“Indemnified Parties), for, from, and against any and all claims related to or arising from the Wireless Provider’s use of City Poles, the ROW, or any other City-owned facilities (including, without limitation, the negligence, gross negligence, or intentional misconduct of the Wireless Provider and/or its employees, contractors, and/or agents in connection therewith) (collectively, the “Indemnity”).

12.2 Without limitation, this indemnification shall include and apply to any and all claims that may arise in any manner out of any use by the Wireless Provider or its contractors of the ROW or other property related to a Site License, or any actions, acts, errors, mistakes, or omissions relating to work or services in the performance of or related to a Site License by the Wireless Provider or its contractor(s), including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the ROW or surrounding areas related to a Site License. However, the Indemnity shall not include claims, liability, harm, or damage caused by the negligence, gross negligence, or willful misconduct of the City or any other Indemnified Party.

12.3 To the extent any provision of the Indemnity is not fully enforceable against the Wireless Provider for any reason whatsoever, the Indemnity shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12.4 The Indemnity shall also include and apply to any environmental injury, personal injury, or other liability relating to the Wireless Provider’s use of the ROW or any other City-owned property under a Site License or from the Wireless Provider’s non-compliance with the Site Plan, Site License, or any Applicable Law.

12.5 The Wireless Provider shall promptly notify the City in writing of any claims, demands, or lawsuits which may name or involve the Wireless Provider and/or name or involve the City in relation to a Site License and provide copies of all relevant accident reports, incident reports, statements, or other documents that are relevant to the claims, demands, or lawsuits, or which may lead to the discovery of relevant materials or information, in the possession of the Wireless Provider, its employees, agents, contractors, and/or others.

12.6 The Wireless Provider shall make its employees, agents, and contractors available to the City to gather any relevant information relating to an incident, which results in a claim, demand, or lawsuit which may involve the Wireless Provider and/or the City in relation to a Site License.

12.7 It is the purpose of the Indemnity to provide maximum indemnification to the City and, in the event of a dispute, the Indemnity shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by the Wireless Provider against any and all claims, demands, or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon

full adjudication of the case that the damages either arose only from the City's active negligence or intentional acts or that the City was comparatively at fault for the damages.

12.8 The amount and type of insurance coverage requirements set forth in these Terms will in no way be construed as limiting the scope of the Indemnity.

12.9 The obligations set forth in the Indemnity shall survive completion of the work, revocation, termination, or expiration of the Site License.

13. Limitation of Liability

13.1 Under no circumstances shall the City be liable to the Wireless Provider for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, whether under theory of contract, tort (including negligence, strict liability or otherwise), or in equity.

13.2 The Wireless Provider expressly acknowledges that the WFs are exposed to many risks beyond the reasonable control of the City, including acts of God or the public enemy, such as but not limited to, wind, rain, sleet, ice, floods, fire, riots, sabotage, expropriation, confiscation of facilities, or exercise of the power of eminent domain by a governmental entity other than the City. The Wireless Provider shall assume all risk of loss to WF that may arise in connection with these hazards and occurrences.

13.3 The Wireless Provider acknowledges and agrees that the Wireless Provider bears all risk of loss or damage to the WFs installed on the City Poles or ROW pursuant to its Site License from any cause, except for the cost of repairs to damaged WFs to the extent caused by the negligence or willful misconduct of the City and not covered by the Wireless Provider's insurance.

14. Revocation by the City

14.1 The City may revoke a Site License upon thirty (30) days written notice if the Wireless Provider neglects or refuses to comply with any of the provisions of the Site License or these Terms beyond all applicable cure periods. The Wireless Provider shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and the Wireless Provider commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

14.2 Failure by a Wireless Provider to operate a WF (except during specific periods expressly excused by these Terms) once installed under any Site License for a period of six (6) months within any twelve (12) month period will be grounds for revocation of the Site License at that location, unless the Wireless Provider recommences the use of such WF within thirty (30) days or any applicable cure period.

14.3 A Site License shall terminate and be revoked, without notice, (i) upon the institution by or against the Wireless Provider of an insolvency, receivership, or bankruptcy proceeding or any other proceedings for the settlement of the Wireless Provider's debts, (ii) upon the Wireless Provider making an assignment for the benefit of creditors, or (iii) upon the Wireless Provider's dissolution or ceasing to do business.

14.4 Upon revocation of a Site License, the Wireless Provider shall remove all WFs from the City Poles and the ROW within thirty (30) days of such revocation or termination, unless the City expressly agrees in writing to a longer time period, and to pay any fees then due and owing under the Site License or these Terms. The Wireless Provider's responsibility and obligation to indemnify and hold harmless the City, as required by Section 12, and duty to reimburse the City for all costs, expenses, and losses incurred by City shall survive revocation of a Site License.

14.5 In the event that the Wireless Provider fails to timely remove the WFs from the City Pole(s), the ROW, or other City-owned property, the City shall have the right, to remove the remaining WFs, in which event such equipment may be retained by City without accounting to the Wireless Provider therefore, and the expense of such removal and repairs shall be charged to and paid by the Wireless Provider without credit for the value, if any, of such WFs. If the WFs are attached to a third-party owned pole, the City will only remove the non-pole-attached portions of the WF.

14.6 Revocation of any Site License shall not affect the Wireless Provider's liabilities and obligations incurred under such Site License prior to the effective date of such revocation.

15. No Assignment

15.1 Each Site License is personal to the Wireless Provider and is for the Wireless Provider's use only. The Wireless Provider shall not assign, transfer, lease, sublicense, share with, convey, or resell to a third-party, any such space or rights granted hereunder without the express written consent of the City. Any unauthorized assignment, transfer, lease, sublicense, or sale of a Site license shall be void and not merely voidable.

15.2 In connection with any assignment/transfer approved by the City, the License shall pay to the City in advance the sum of Two Thousand Dollars (\$2,000.00) as a nonrefundable fee for legal, administrative, and other expenses related to every assignment/transfer.

15.3 Payment of any outstanding fees and/or any applicable attachment fee will need to be paid either by the Wireless Provider or the approved assignee or transferee before any permits will be issued.

16. No Liens

16.1 The Wireless Provider shall not do or allow or cause anything to be done whereby the City's Poles, ROW, or other City-owned property may be encumbered by a construction lien or any other type of lien. Notice is hereby given that the City will not be liable for any labor or materials furnished to the Wireless Provider on credit, and that no construction or other lien for any such labor or materials shall attach to or affect the City's interest in and to the City's Poles, ROW, or other City-owned property.

16.2 If any lien is filed against any City-owned property, the Wireless Provider shall discharge the lien or bond the lien off in a manner reasonably satisfactory to the City within thirty (30) days after the Wireless Provider receives written notice that the lien has been filed. The Wireless Provider shall immediately provide the City a copy of any written notice when received. The Wireless Provider shall indemnify, defend, and hold harmless the City from all claims, demands, costs, and liabilities, including reasonable attorney's fees and costs, in connection with or arising out of any such lien or claim of lien.

17. Contractors

17.1 The Wireless Provider shall only engage Wireless Infrastructure Providers and other contractors licensed by the Arizona Registrar of Contractors, pursuant to State law, to perform any work on City Poles or work within the ROW.

17.2 The Wireless Provider shall be responsible for ensuring that the work of Wireless Infrastructure Providers and other contractors is performed consistent with these Terms and Applicable Laws, shall be responsible for acts or omissions of its Wireless Infrastructure Providers and other contractors to the same degree it is responsible for the acts of its employees, shall be responsible for promptly correcting acts or omissions by any Wireless Infrastructure Providers or other contractor, and shall implement a quality control program to ensure that the work contemplated by the Site License is performed.

18. Hazardous Substances

Neither the Wireless Provider nor any Wireless Infrastructure Providers or any other contractor engaged by the Wireless Provider shall produce, dispose, transport, treat, use, generate, or store any Hazardous Substances on, under, about, or within the Site or Use Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. or any other federal, state, county, or local law or regulation. The Wireless Provider and any Wireless Infrastructure Providers or other contractor may not use the ROW in a manner that would require a permit or approval related to Hazardous Substances from the Arizona Department of Health Services or any governmental agency other than the City. The Wireless Provider will pay, indemnify, defend, and hold City harmless against any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Wireless Provider or any Wireless Infrastructure Provider or other contractor engaged by the Wireless Provider and must immediately notify City of any Hazardous Substance at any time discovered or existing upon the ROW. The Wireless Provider and any Wireless Infrastructure Provider or other contractor will ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of Hazardous Substance will be performed by persons who are properly trained, authorized, licensed, and otherwise permitted to perform those services.

ORDINANCE 2018-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO THE SURPRISE UNIFIED DEVELOPMENT CODE RELATING TO WIRELESS FACILITIES AND TERMS AND CONDITIONS FOR WIRELESS FACILITIES LICENSE AGREEMENTS.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the Federal Communications Commission ("FCC") was created by Congress in 1934 by the Communications Act of 1934 (the "Act"), and the Act granted the FCC authority over common carriers engaged in the provision of interstate or foreign communications services; and

WHEREAS, in 1996, Congress enacted the Telecommunications Act of 1996 (Pub. L. No. 104-104, 110 Stat. 70), amending the Communications Act of 1934 and implementing regulations applicable to wireless communications facilities for the purpose of removing barriers to entry into the telecommunications market while imposing substantive and procedural limitations on the authority of state and local governments to regulate the location, construction, and modification of wireless facilities and incorporated those limitations into the Communications Act of 1934; and

WHEREAS, in 2012 Congress passed the "Middle Class Tax Relief and Job Creation Act of 2012" (the "Spectrum Act") (PL-112-96; codified at 47 U.S.C. § 1455(a)); and

WHEREAS, Section 6409 of the Spectrum Act implements additional substantive and procedural limitations upon state and local government authority to regulate modification of existing wireless antenna support structures and base stations; and

WHEREAS, in 2015, the City adopted regulations reflective of the requirements set forth in Section 6409 of the Spectrum Act establishing local requirements for the location, construction, and modification of wireless facilities; and

WHEREAS, on March 31, 2017, the Arizona Legislature adopted House Bill ("HB") 2365 allowing Small Wireless Facilities ("SWF") to be located in rights-of-way by right with strict timelines for application and permitting while significantly restricting the rates and fees the City may charge wireless providers for the use of City right-of-way; and

WHEREAS, on December 21, 2017, the Planning and Zoning Commission recommended approval of the proposed Text Amendment.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. Section 122-112 of the Surprise Uniform Development Code is hereby amended as described on attached Exhibit A and incorporated by this reference.

Section 2. The Terms and Conditions attached as Exhibit B are hereby approved and shall be included as part of all License Agreements approved and issued by the City for the erection of Small Wireless Facilities within the City right-of-way, subject to any modifications that may be agreed to by the City and a license applicant.

Section 3. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 4. Section 122-112, as amended hereby, may be enforced pursuant to Section 122-174 of the Surprise Uniform Development Code. Each day that a violation continues shall be a separate offense punishable as herein above described.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 6. This ordinance will become effective at the time and manner prescribed by law and shall be added to the Surprise Code of Ordinances at that time.

PASSED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Exhibit A

Zoning Text Amendment

FS17-483

Update From:

**Section 122-112 - Wireless Telecommunications Facilities
(WTF)**

To:

Section 122-112 – Definitions

Section 122-112.1 - Wireless Facilities

Section 122.112.2 – Monopoles

Section 122.112.3 – Alternative Wireless Facility Locations

Section 122-112.4 - Small Wireless Facilities (“SWF”)

Section 122-112.5 – Cellular on Wheels (“COW”)

Section 122-112.6 – Amateur Radio Antennae

SEC. 122-112. - DEFINITIONS.

**DEFINITIONS. THE FOLLOWING DEFINITIONS WILL APPLY IN THE
INTERPRETATION AND ENFORCEMENT OF THIS SECTION, UNLESS THE
CONTEXT CLEARLY REQUIRES OTHERWISE. ANY TERM OR PHRASE NOT
DEFINED HEREIN WILL BE DEFINED BY THE CITY MANAGER OR DESIGNEE.**

WHEN NOT INCONSISTENT WITH THE CONTEXT, WORDS USED IN THE PRESENT TENSE INCLUDE THE FUTURE, WORDS IN THE PLURAL INCLUDE THE SINGULAR, AND WORDS IN THE SINGULAR INCLUDE THE PLURAL. THE WORDS "WILL" AND "SHALL" ARE MANDATORY AND NOT MERELY DIRECTORY, AND THE WORD "MAY" IS DISCRETIONARY. REFERENCES TO GOVERNMENTAL ENTITIES (WHETHER PERSONS OR ENTITIES) REFER TO THOSE ENTITIES OR THEIR SUCCESSORS IN AUTHORITY. IF SPECIFIC PROVISIONS OF LAW, REGULATION OR RULE REFERRED TO HEREIN BE RENUMBERED OR AMENDED, THEN THE REFERENCE WILL BE READ TO REFER TO THE RENUMBERED OR AMENDED PROVISION.

- (a) ALTERNATIVE TOWER STRUCTURE. AN INNOVATIVE WIRELESS TOWER DESIGN, SUCH AS A CLOCK TOWER, GRAIN SILO, BELL TOWER, FALSE CHIMNEY, STEEPLE, LIGHT POLE, FLAG POLE, WINDMILL, AND SIMILAR DESIGN MOUNTING STRUCTURES, THAT CAMOUFLAGE OR CONCEAL THE PRESENCE OF WIRELESS ANTENNAE OR TOWERS. ALTERNATIVE TOWER STRUCTURES MAY ALSO INCLUDE UTILIZATION OF A TRAFFIC SIGNAL STREETLIGHT POLE OR SIMILAR STRUCTURE, OR FREESTANDING STRUCTURE WITHIN A PUBLIC RIGHT-OF-WAY AS APPROVED BY THE CITY MANAGER OR DESIGNEE ON A CASE-BY-CASE BASIS.
- (b) AMATEUR RADIO ANTENNA. A FREESTANDING OR BUILDING-MOUNTED STRUCTURE, INCLUDING ANY BASE, TOWER, POLE, ANTENNA, AND APPURTANCES, INTENDED FOR AIRWAY TELECOMMUNICATIONS PURPOSES BY A PERSON HOLDING A VALID AMATEUR RADIO (HAM) LICENSE ISSUED BY THE FEDERAL TELECOMMUNICATIONS COMMISSION (FCC).
- (c) ANTENNA. COMMUNICATIONS EQUIPMENT THAT TRANSMITS OR RECEIVES ELECTROMAGNETIC RADIO FREQUENCY SIGNALS AND THAT IS USED IN PROVIDING WIRELESS SERVICES.

- (d) AUTHORIZED PERSON. THE PERSON(S), EMPLOYEE(S), AGENT(S), CONSULTANT(S), AND CONTRACTOR(S), AUTHORIZED IN WRITING BY THE APPLICANT TO COMPLETE AND SUBMIT A WIRELESS FACILITY APPLICATION ON BEHALF OF THE APPLICANT AND WHO IS AUTHORIZED TO RECEIVE ANY NOTICES ON BEHALF OF THE APPLICANT OF ANY ACTION TAKEN BY THE CITY REGARDING THE WIRELESS FACILITY APPLICATION.
- (e) BACKHAUL. THE CONNECTION FROM A WIRELESS FACILITY BASE STATION TO THE CORE NETWORK OF THE INTERNET.
- (f) BASE STATION. THE STRUCTURE OR EQUIPMENT AT A FIXED LOCATION THAT ENABLES WIRELESS COMMUNICATIONS LICENSED OR AUTHORIZED BY THE FCC, BETWEEN USER EQUIPMENT AND A COMMUNICATIONS NETWORK. THE TERM DOES NOT ENCOMPASS A TOWER OR MONOPOLE AS DEFINED IN THIS CHAPTER OR ANY EQUIPMENT ASSOCIATED WITH A TOWER OR MONOPOLE:
- (1) THE TERM INCLUDES, BUT IS NOT LIMITED TO, EQUIPMENT ASSOCIATED WITH WIRELESS COMMUNICATIONS SERVICES, SUCH AS PRIVATE, BROADCAST, AND PUBLIC SAFETY SERVICES, AS WELL AS UNLICENSED WIRELESS SERVICES AND FIXED WIRELESS SERVICES.
 - (2) THE TERM INCLUDES, BUT IS NOT LIMITED TO, RADIO TRANSCEIVERS, ANTENNAE, COAXIAL OR FIBER-OPTIC CABLE, REGULAR AND BACKUP POWER SUPPLIES, AND COMPARABLE EQUIPMENT, REGARDLESS OF TECHNOLOGICAL CONFIGURATION (INCLUDING DISTRIBUTED ANTENNA SYSTEMS AND SMALL-CELL NETWORKS).
 - (3) THE TERM INCLUDES ANY STRUCTURE OTHER THAN A TOWER OR MONOPOLE THAT, AT THE TIME THE RELEVANT WIRELESS FACILITY

APPLICATION IS FILED WITH THE CITY UNDER THIS CHAPTER, SUPPORTS OR HOUSES EQUIPMENT, AND THAT HAS BEEN REVIEWED AND APPROVED UNDER THE APPLICABLE ZONING OR SITING PROCESS, OR UNDER ANOTHER STATE, COUNTY OR LOCAL REGULATORY REVIEW PROCESS, EVEN IF THE STRUCTURE WAS NOT BUILT FOR THE SOLE OR PRIMARY PURPOSE OF PROVIDING SUCH SUPPORT.

(4) THE TERM DOES NOT INCLUDE ANY STRUCTURE THAT, AT THE TIME THE RELEVANT WIRELESS FACILITY APPLICATION IS FILED WITH THE CITY UNDER THIS CHAPTER, DOES NOT SUPPORT OR HOUSE EQUIPMENT DESCRIBED IN SUBSECTIONS A. AND/OR B. ABOVE.

(g) CELL ON WHEELS (COW). A MOBILE CELL SITE THAT CONSISTS OF A CELLULAR ANTENNA TOWER AND ELECTRONIC RADIO TRANSCEIVER EQUIPMENT ON A TRUCK OR A TRAILER DESIGNED TO BE PART OF A CELLULAR NETWORK AND TEMPORARY IN NATURE.

(h) COLLOCATE OR COLLOCATION. TO INSTALL, MOUNT, MAINTAIN, MODIFY, OPERATE, OR REPLACE WIRELESS FACILITIES ON, WITHIN, OR ADJACENT TO A WIRELESS SUPPORT STRUCTURE OR UTILITY POLE.

(i) COLLOCATION, MINOR. A COLLOCATION OF A WIRELESS FACILITY WHERE THE PROPOSED WIRELESS FACILITY EQUIPMENT DOES NOT EXCEED TEN (10) FEET ABOVE THE SUPPORTING STRUCTURE AND DOES NOT EXCEED 50 FEET ABOVE GROUND LEVEL.

(j) COLLOCATION, MAJOR. A COLLOCATION OF A WIRELESS FACILITY WHERE THE PROPOSED WIRELESS FACILITY EQUIPMENT EXCEEDS TEN (10) FEET ABOVE THE SUPPORTING STRUCTURE AND/OR EXCEEDS 50 FEET ABOVE GROUND LEVEL.

- (k) CONCEAL OR CONCEALMENT. WIRELESS FACILITIES DESIGNED OR DISGUISED TO LOOK LIKE SOMETHING OTHER THAN A WIRELESS FACILITY OR BASE STATION.
- (l) DEEMED APPROVED. A WIRELESS FACILITY MODIFICATION OR BUILDING PERMIT APPLICATION THAT HAS BEEN DEEMED APPROVED UPON THE CITY'S FAILURE TO ACT, AND HAS BECOME EFFECTIVE, AS PROVIDED PURSUANT TO THE FCC, THE STATE OF ARIZONA, AND THIS CHAPTER.
- (m) EXISTING. FOR PURPOSES OF THIS CHAPTER, WIRELESS FACILITIES THAT WERE REVIEWED AND APPROVED UNDER THE APPLICABLE ZONING OR SITING PROCESS IN EFFECT BEFORE THE EFFECTIVE DATE OF THIS SECTION, PROVIDED THAT A TOWER THAT WAS NOT REVIEWED AND APPROVED PRIOR TO THE EFFECTIVE DATE OF THIS SECTION, BECAUSE IT WAS NOT IN A ZONED AREA WHEN IT WAS BUILT, BUT WAS LAWFULLY CONSTRUCTED, IS EXISTING FOR PURPOSES OF THIS DEFINITION.
- (n) FCC. THE FEDERAL COMMUNICATIONS COMMISSION OR ITS SUCCESSOR.
- (o) MICROCELL. A DEVICE THAT IS CONNECTED TO AERIAL FACILITIES AND USED SOLELY FOR TRANSMITTING, PROCESSING, AND RECEIVING VOICE AND DATA WIRELESS TELECOMMUNICATIONS SERVICES, WITHOUT ANY ASSOCIATED GROUND MOUNTED EQUIPMENT. THE DEVICE IS OFTEN REFERRED TO AS AN "ASME" (AERIAL STRAND MOUNTED EQUIPMENT).
- (p) MONOPOLE. A WIRELESS SUPPORT STRUCTURE COMPOSED OF A SINGLE SPIRE USED TO SUPPORT COMMUNICATIONS EQUIPMENT AND HAVING NO GUY WIRES OR GROUND ANCHORS. A MONOPOLE SHALL NOT BE GREATER THAN FORTY (40) INCHES IN DIAMETER AT GROUND LEVEL AND SHALL HAVE ALL OF THE WIRELESS FACILITIES MOUNTED

ON THE POLE AND WIRING CONTAINED INSIDE OF THE POLE. INCLUDES MONOPALMS, MONOCACTUS, MONOPINES, AND MONOBROADLEAF WIRELESS TOWERS.

- (q) PUBLIC RIGHT-OF-WAY ("ROW"). THE AREA ON, BELOW, OR ABOVE A PUBLIC ROADWAY, HIGHWAY, STREET, SIDEWALK, ALLEY, OR UTILITY EASEMENT. RIGHT-OF-WAY DOES NOT INCLUDE A FEDERAL INTERSTATE HIGHWAY, A STATE HIGHWAY, OR STATE ROUTE UNDER THE JURISDICTION OF THE DEPARTMENT OF TRANSPORTATION, A PRIVATE EASEMENT, PROPERTY THAT IS OWNED BY A SPECIAL TAXING DISTRICT, OR A UTILITY EASEMENT THAT DOES NOT AUTHORIZE THE DEPLOYMENT SOUGHT BY THE WIRELESS PROVIDER.
- (r) ROOFTOP-MOUNTED WIRELESS FACILITY. A WIRELESS FACILITY WITH THE ANTENNAE LOCATED ON THE ROOF OF A BUILDING OR ON TOP OF A STRUCTURE AND CONSISTING OF ANTENNAE, SUPPORT STRUCTURES, AND ACCESSORY EQUIPMENT WHICH ARE ADEQUATELY SCREENED SO AS NOT TO APPEAR AS STAND-ALONE DEVICES ABOVE THE TOP OF THE ROOF LINE.
- (s) SITE. FOR WIRELESS FACILITIES OTHER THAN WIRELESS FACILITIES IN THE ROW, WILL MEAN, AND REFER TO, THE CURRENT BOUNDARIES OF THE PROPERTY SURROUNDING THE WIRELESS FACILITY AND ANY ACCESS OR UTILITY EASEMENTS CURRENTLY RELATED TO THE SITE, AND, FOR OTHER WIRELESS SUPPORT STRUCTURES, WILL MEAN AND BE FURTHER RESTRICTED TO, THAT AREA IN PROXIMITY TO THE STRUCTURE AND TO OTHER TRANSMISSION EQUIPMENT ALREADY DEPLOYED ON THE GROUND.
- (t) SITE PLAN. A REQUIRED PLAN, TO SCALE, OF A PROJECT AREA SHOWING USES AND STRUCTURES BOTH EXISTING AND PROPOSED.

(u) SMALL WIRELESS FACILITY ("SWF"). A WIRELESS FACILITY THAT MEETS BOTH OF THE FOLLOWING QUALIFICATIONS:

(1) ALL ANTENNAE ARE LOCATED INSIDE AN ANTENNA ENCLOSURE OF NO MORE THAN SIX (6) CUBIC FEET IN VOLUME OR, IN THE CASE OF ANTENNAE THAT HAVE EXPOSED ELEMENTS, THE ANTENNAE AND ALL OF ITS EXPOSED ELEMENTS COULD FIT WITHIN AN IMAGINARY ENCLOSURE OF NO MORE THAN SIX (6) CUBIC FEET; AND

(2) ALL OTHER WIRELESS EQUIPMENT ASSOCIATED WITH THE FACILITY IS CUMULATIVELY NOT MORE THAN TWENTY-EIGHT (28) CUBIC FEET IN VOLUME OR FIFTY (50) CUBIC FEET IN VOLUME IF THE EQUIPMENT WAS GROUND MOUNTED BEFORE THE EFFECTIVE DATE OF THIS SECTION. THE FOLLOWING TYPES OF ASSOCIATED ANCILLARY EQUIPMENT ARE NOT INCLUDED IN THE CALCULATION OF EQUIPMENT VOLUME PURSUANT TO THIS SUBDIVISION:

- a. AN ELECTRIC METER.
- b. CONCEALMENT ELEMENTS.
- c. A TELECOMMUNICATIONS DEMARCATION BOX.
- d. GROUNDING EQUIPMENT.
- e. A POWER TRANSFER SWITCH.
- f. A CUTOFF SWITCH.
- g. VERTICAL CABLE RUNS FOR THE CONNECTION OF POWER AND OTHER SERVICES.

(v) SMALL CELL NETWORK. A COLLECTION OF INTERRELATED SMALL CELL FACILITIES DESIGNED TO DELIVER PERSONAL WIRELESS SERVICES.

(w) STRUCTURE-MOUNTED WIRELESS FACILITY. A WIRELESS FACILITY WITH THE ANTENNAE LOCATED ON THE WALL OR ROOF OF A BUILDING OR ON THE SIDE OR TOP OF A STRUCTURE, INCLUDING COLLOCATING ON AN

EXISTING FREESTANDING WIRELESS FACILITY AND CONSISTING OF ANTENNAE, SUPPORT STRUCTURES, AND ACCESSORY EQUIPMENT.

(x) TRANSMISSION EQUIPMENT. EQUIPMENT THAT FACILITATES TRANSMISSION FOR ANY WIRELESS COMMUNICATION SERVICE LICENSED OR AUTHORIZED BY THE FCC, INCLUDING, BUT NOT LIMITED TO, RADIO TRANSCEIVERS, ANTENNAE, COAXIAL OR FIBER-OPTIC CABLE, AND REGULAR AND BACK-UP POWER SUPPLY. THE TERM INCLUDES EQUIPMENT ASSOCIATED WITH WIRELESS COMMUNICATIONS SERVICES INCLUDING, BUT NOT LIMITED TO, PRIVATE, BROADCAST, AND PUBLIC SAFETY SERVICES, AS WELL AS UNLICENSED WIRELESS SERVICES AND FIXED WIRELESS SERVICES SUCH AS MICROWAVE BACKHAUL.

(y) TOWER. ANY STRUCTURE BUILT FOR THE SOLE OR PRIMARY PURPOSE OF SUPPORTING ANY ANTENNAE AND THEIR ASSOCIATED FACILITIES, LICENSED OR AUTHORIZED BY THE FCC, SUCH AS STRUCTURES THAT ARE CONSTRUCTED FOR WIRELESS COMMUNICATIONS SERVICES, INCLUDING, BUT NOT LIMITED TO, PRIVATE, BROADCAST, AND PUBLIC SAFETY SERVICES, AS WELL AS UNLICENSED WIRELESS SERVICES AND FIXED WIRELESS SERVICES, SUCH AS MICROWAVE BACKHAUL, AND THE ASSOCIATED SITE.

(z) WIRELESS FACILITY.

(1) EQUIPMENT AT A FIXED LOCATION THAT ENABLES WIRELESS COMMUNICATIONS BETWEEN USER EQUIPMENT AND A COMMUNICATIONS NETWORK, INCLUDING BOTH OF THE FOLLOWING:

- a. EQUIPMENT ASSOCIATED WITH WIRELESS COMMUNICATIONS.
- b. RADIO TRANSCEIVERS, ANTENNAE, COAXIAL OR FIBER-OPTIC CABLES, REGULAR AND BACKUP POWER SUPPLIES, AND

COMPARABLE EQUIPMENT, REGARDLESS OF TECHNOLOGICAL CONFIGURATION.

(2) INCLUDES SWFs.

(3) DOES NOT INCLUDE THE STRUCTURE OR IMPROVEMENTS ON, UNDER, OR WITHIN WHICH THE EQUIPMENT IS COLLOCATED, WIRELINE BACKHAUL FACILITIES, COAXIAL OR FIBER-OPTIC CABLE THAT IS BETWEEN WIRELESS SUPPORT STRUCTURES OR UTILITY POLES, OR COAXIAL OR FIBER-OPTIC CABLE THAT IS OTHERWISE NOT IMMEDIATELY ADJACENT TO, OR DIRECTLY ASSOCIATED WITH, AN ANTENNA.

(4) DOES NOT INCLUDE WI-FI RADIO EQUIPMENT DESCRIBED IN ARIZONA REVISED STATUTES, SECTION 9-506, SUBSECTION I OR MICROCELL EQUIPMENT DESCRIBED IN ARIZONA REVISED STATUTES, SECTION 9-584, SUBSECTION E.

(aa) WIRELESS FACILITY MONOPOLE MODIFICATION, MINOR. A MODIFICATION OF AN EXISTING WIRELESS FACILITY MONOPOLE WHERE THE PROPOSED MONOPOLE AND BASE STATION DOES NOT EXCEED THE GREATER OF EITHER:

(1) AN INCREASE IN HEIGHT OF THE MONOPOLE LESS THAN TEN (10) FEET; OR

(2) AN INCREASE OF BASE STATION AREA LESS THAN TEN (10) PERCENT OF THE EXISTING FACILITY.

(bb) WIRELESS FACILITY MONOPOLE MODIFICATION, MAJOR. A MODIFICATION OF AN EXISTING WIRELESS FACILITY MONOPOLE WHERE THE PROPOSED MONOPOLE AND BASE STATION EXCEEDS THE GREATER OF EITHER:

(1) AN INCREASE IN HEIGHT OF THE TOWER GREATER THAN TEN (10) FEET; OR

(2) AN INCREASE OF BASE STATION AREA GREATER THAN TEN (10) PERCENT OF THE EXISTING FACILITY.

(cc) WIRELESS SUPPORT STRUCTURE.

(1) MEANS:

a. A FREESTANDING STRUCTURE, SUCH AS A MONOPOLE.

b. A TOWER, EITHER GUYED OR SELF-SUPPORTING.

c. A SIGN OR BILLBOARD.

d. ANY OTHER EXISTING OR PROPOSED STRUCTURE DESIGNED TO SUPPORT, OR CAPABLE OF SUPPORTING, WIRELESS FACILITIES.

(2) DOES NOT INCLUDE A UTILITY POLE.

SEC. 122-112.1 - WIRELESS FACILITIES.

THE PURPOSE OF THE WIRELESS FACILITY REGULATIONS IS TO ENCOURAGE AND PROMOTE WIRELESS COMMUNICATIONS COVERAGE FOR ALL AREAS OF THE CITY WHILE MINIMIZING THE VISUAL, ENVIRONMENTAL, AND NEIGHBORHOOD IMPACTS. WIRELESS FACILITIES ARE ALLOWED IN ALL ZONING DISTRICTS, BUT THE PREFERRED WIRELESS FACILITY LOCATIONS INCLUDE SETTINGS HAVING THE LEAST AMOUNT OF VISUAL AND NEIGHBORHOOD IMPACT. THE WIRELESS COMMUNICATIONS SERVICE PROVIDERS WILL ADHERE TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.

(a) CUMULATIVE CLASSIFICATIONS AND APPLICATION PROCESS MATRIX.

<u>SECTION</u>	<u>REQUEST</u>	<u>PROCESS TYPE</u>	<u>MAXIMUM REVIEW TIME</u>
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			<u>(DAYS)</u>
<u>122-112.2</u>	<u>NEW MONOPOLE</u>	<u>2</u>	<u>150</u>
	<u>MONOPOLE COLLOCATION</u>	<u>1</u>	<u>90</u>
	<u>MINOR MONOPOLE MODIFICATION</u>	<u>BUILDING PERMIT</u>	<u>75</u>
	<u>MAJOR MONOPOLE MODIFICATION</u>	<u>1</u>	<u>90</u>
	<u>MONOPOLE ON CITY PROPERTY</u>	<u>1</u>	<u>90</u>
<u>122-112.3</u>	<u>ALTERNATIVE WIRELESS FACILITY LOCATION</u>	<u>1</u>	<u>150</u>
	<u>ALTERNATIVE FACILITY LOCATION COLLOCATION</u>	<u>1</u>	<u>90</u>
	<u>MINOR ALTERNATIVE FACILITY LOCATION MODIFICATION</u>	<u>BUILDING PERMIT</u>	<u>75</u>
	<u>MAJOR ALTERNATIVE FACILITY LOCATION MODIFICATION</u>	<u>1</u>	<u>90</u>
	<u>ALTERNATIVE FACILITY LOCATION ON CITY PROPERTY</u>	<u>1</u>	<u>90</u>

<u>122-112.4</u>	<u>SWF IN ROW</u>	<u>ROW</u> <u>ENCROACHMENT</u> <u>PERMIT</u>	<u>75</u>
	<u>SWF OUTSIDE OF</u> <u>ROW</u>	<u>1</u>	<u>90</u>
<u>122-112.2</u>	<u>WIRELESS</u> <u>FACILITIES OTHER</u> <u>THAN DEFINED</u> <u>HEREIN</u>	<u>3</u>	<u>150</u>
<u>122-112.5</u>	<u>CELL ON WHEELS</u> <u>("COW")</u>	<u>1</u>	<u>90</u>
<u>122-112.5</u>	<u>AMATEUR RADIO</u> <u>ANTENNAE</u>	<u>BUILDING</u> <u>PERMIT</u>	<u>75</u>
	<u>AMATEUR RADIO</u> <u>ANTENNAE</u> <u>GREATER THAN 35</u> <u>FEET</u>	<u>3</u>	<u>150</u>

(b) ALL CHANGES WILL BE MEASURED CUMULATIVELY TO PRESERVE THE LIMITS ESTABLISHED BY FEDERAL, STATE, AND LOCAL LAW.

(c) ALL WIRELESS FACILITIES WILL IDENTIFY A SINGLE PARKING SPACE FOR THE FACILITY. IF THE LOCATION IS ON A SEPARATE PARCEL, OWNER AUTHORIZATION WILL BE REQUIRED.

(d) BASE STATIONS:

(1) LOCATED OUTSIDE THE ROW:

- a. WILL COMPLY WITH THE HEIGHT AND YARD DEVELOPMENT STANDARDS OF THE UNDERLYING ZONING DISTRICT, EXCEPT AS PROVIDED HEREIN;
- b. WILL BE LOCATED UNDERGROUND, INSIDE BUILDINGS, OR BEHIND SOLID DECORATIVE CONCRETE MASONRY UNIT ("CMU") WALLS WITH A HEIGHT EQUAL TO OR EXCEEDING THE HEIGHT OF THE BASE STATION, BUT NO HIGHER THAN EIGHT (8) FEET ABOVE GRADE.
- c. AN ENCLOSED BASE STATION WILL OCCUPY NO MORE THAN 600 SQUARE FEET.

(2) LOCATED WITHIN THE ROW:

- a. ARE EXEMPT FROM YARD DEVELOPMENT STANDARDS, BUT WILL BE LOCATED AS FAR AWAY FROM THE STREET AS POSSIBLE.
 - b. WILL BE LOCATED UNDERGROUND, BEHIND REMOVABLE SCREENING, OR PAINTED TO PROVIDE AN ARTISTIC RENDERING. ANY IMAGE WILL BE REVIEWED BY STAFF DURING DESIGN REVIEW.
 - c. UNLESS ALLOWED BY FEDERAL, STATE, OR LOCAL LAW, NO ADVERTISEMENTS OR IDENTIFYING LOGOS WILL BE PLACED ON ANY STRUCTURE WITHIN THE ROW.
 - d. ENCLOSURES ARE LIMITED TO SIX (6) CUBIC FEET.
 - e. WILL BE LOCATED OUTSIDE THE SIGHT VISIBILITY TRIANGLE.
- (e) WHEN INSTALLING THE WIRELESS FACILITY, INSTALLATION WILL MINIMIZE THE REMOVAL OF EXISTING MATURE VEGETATION AT THE SITE OR SUCH VEGETATION WILL BE REPLACED. ANY CHANGE IN SITE LANDSCAPE MUST BE CONSISTENT WITH A CITY APPROVED LANDSCAPE PLAN AS REQUIRED BY THIS CHAPTER.

(f) APPEALS:

(1) THE DECISION OF THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE MAY BE APPEALED TO THE PLANNING AND ZONING COMMISSION. THE PLANNING AND ZONING COMMISSION SHALL USE THE SAME CRITERIA USED TO REVIEW THE ORIGINAL APPLICATION. APPEALS TO THE PLANNING AND ZONING COMMISSION MUST BE TAKEN WITHIN 30 CALENDAR DAYS OF THE DATE OF THE DETERMINATION BY THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE. THE APPEAL WILL BE HEARD AT THE NEXT AVAILABLE REGULARLY SCHEDULED MEETING, BUT NOT LATER THAN 60 CALENDAR DAYS FROM THE NOTICE OF APPEAL.

(2) THE DECISION OF THE PLANNING AND ZONING COMMISSION MAY BE APPEALED TO THE MAYOR AND CITY COUNCIL, WHOSE DECISION WILL BE FINAL. THE MAYOR AND CITY COUNCIL SHALL USE THE SAME CRITERIA USED TO REVIEW THE ORIGINAL APPLICATION. APPEALS TO THE MAYOR AND CITY COUNCIL MUST BE TAKEN WITHIN 15 CALENDAR DAYS OF THE DATE OF THE DETERMINATION BY THE PLANNING AND ZONING COMMISSION. THE APPEAL WILL BE HEARD AT THE NEXT AVAILABLE REGULARLY SCHEDULED MEETING, BUT NO LATER THAN 30 CALENDAR DAYS FROM THE NOTICE OF APPEAL.

(g) DISCONTINUATION OF USE.

(1) IN THE EVENT THE USE OF ANY WIRELESS FACILITY HAS BEEN DISCONTINUED FOR A PERIOD OF 90 CONSECUTIVE DAYS, THE WIRELESS FACILITY WILL BE DEEMED TO BE ABANDONED. UPON SUCH ABANDONMENT, THE OWNER AND/OR OPERATOR OF THE TOWER AND/OR PROPERTY OWNER WILL HAVE AN ADDITIONAL 90 DAYS TO:

- a. REACTIVATE THE USE OF THE WIRELESS FACILITY OR TRANSFER THE WIRELESS FACILITY TO ANOTHER OWNER/OPERATOR WHO MAKES ACTIVE USE OF THE WIRELESS FACILITY; OR
- b. DISMANTLE AND REMOVE THE WIRELESS FACILITY. UPON REMOVAL OF THE WIRELESS SERVICE FACILITY, THE SITE WILL BE RETURNED TO ITS BUILT OR NATURAL STATE AND TOPOGRAPHY AND VEGETATED CONSISTENT WITH THE NATURAL SURROUNDINGS.

SEC. 122-112.2 MONOPOLES

MONOPOLE INSTALLATIONS, MODIFICATIONS, COLLOCATIONS.

(a) TIMING: AN APPLICATION FOR A NEW MONOPOLE INSTALLATION, MODIFICATION, OR COLLOCATION WILL BE PROCESSED WITHIN THE FOLLOWING AMOUNT OF DAYS OF THE FILING OF THE APPLICATION, UNLESS TOLLED BY MUTUAL AGREEMENT:

- (1) NEW MONOPOLE – MAXIMUM OF 150 DAYS.
- (2) COLLOCATIONS OR MAJOR MODIFICATION – MAXIMUM OF 90 DAYS.
- (3) MINOR MODIFICATION – MAXIMUM OF 75 DAYS.
- (4) MAJOR MONOPOLE MODIFICATION – MAXIMUM OF 90 DAYS.
- (5) NEW MONOPOLE ON CITY PROPERTY - MAXIMUM OF 90 DAYS.

(b) SUBMITTAL REQUIREMENTS:

- (1) NARRATIVE DESCRIBING THE PROPOSED WIRELESS FACILITY SITE;
- (2) A SITE PLAN SHOWING THE SUBJECT PROPERTY AND ADJACENT PROPERTIES; ALL EXISTING AND PROPOSED BUILDINGS ON THE SUBJECT PROPERTY AND THEIR PURPOSE; THE SPECIFIC PLACEMENT OF THE BASE STATION AND CELL TOWER, INCLUDING TYPE AND EXTENT AND POINT OF ENTRY ON THE SITE; ALL

PROPOSED CHANGES TO THE EXISTING SITE, INCLUDING GRADING, VEGETATION, ROADS, SIDEWALKS, AND DRIVEWAYS SIGNED AND SEALED BY A PROFESSIONAL REGISTRANT FROM THE STATE OF ARIZONA INCLUDING EXPIRATION DATE;

- (3) A LANDSCAPE PLAN SHOWING SPECIFIC PLACEMENT OF EXISTING AND PROPOSED VEGETATION, TREES, AND SHRUBS, IDENTIFIED BY SPECIES AND SIZE OF SPECIMEN AT INSTALLATION IN ACCORDANCE WITH CITY LANDSCAPE REGULATIONS;
- (4) A GRADING AND DRAINAGE PLAN OF THE PROJECT SITE AS DETERMINED NECESSARY BY THE CITY MANAGER OR DESIGNEE.
- (5) EXISTING (BEFORE CONDITION) PHOTOGRAPHS AND PROPOSED (AFTER CONDITION) PHOTOSIMULATIONS OF THE PROPOSED WIRELESS FACILITY FROM ROW ADJACENT TO THE SITE. SUCH PHOTOSIMULATIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, SUPERIMPOSED REPRESENTATIONS OF THE PROPOSED BASE STATION AND TOWER TO SHOW WHAT WILL BE SEEN FROM ROW AND RESIDENTIAL STRUCTURES AND PROPERTIES ADJACENT TO THE SITE;
- (6) ELEVATIONS WILL SHOW THE FOLLOWING:
 - a. DIMENSIONS OF ALL EQUIPMENT AND POLES SPECIFIED FOR ALL THREE DIMENSIONS: HEIGHT, WIDTH AND DEPTH; AND
 - b. MATERIALS OF THE BASE STATION AND SECURITY BARRIER, IF ANY, SPECIFIED BY GENERIC TYPE AND SPECIFIC TREATMENT, SUCH AS BRICK, MASONRY WITH STUCCO FINISH, ANODIZED ALUMINUM, STAINED WOOD, ETC.
- (7) COLLOCATION SUBMITTALS, INCLUDING SIGNED STATEMENTS INDICATING:

- a. THE APPLICANT AGREES TO ALLOW FOR THE POTENTIAL COLLOCATION OF ADDITIONAL WIRELESS FACILITIES BY OTHER WIRELESS SERVICE PROVIDERS AND CARRIERS ON THE APPLICANT'S STRUCTURE OR FACILITY OR WITHIN THE SAME SITE; AND
 - b. THE APPLICANT HAS MADE A GOOD FAITH EFFORT TO ACHIEVE COLLOCATION WITH OTHER CARRIERS AND FACILITIES AS REQUIRED IN THIS SECTION, AND IF COLLOCATION IS NOT FEASIBLE FOR THIS APPLICATION FOR A SUBSTANTIAL TECHNICAL OR OTHER REASON(S), A WRITTEN STATEMENT OF THE REASONS FOR THE INFEASIBILITY.
- (8) AN EXECUTED LEASE AGREEMENT WITH THE OWNER OR LANDHOLDER THAT:
- a. ALLOWS THE LANDHOLDER TO ENTER INTO LEASES WITH OTHER PROVIDERS;
 - b. SPECIFIES THAT IF THE CARRIER FAILS TO REMOVE THE BASE STATION AND TOWER WHEN REQUIRED BY THIS CHAPTER, THE RESPONSIBILITY FOR REMOVAL FALLS UPON THE LANDHOLDER; AND
 - c. ALLOWS ENTRY BY THE CITY AND ITS AGENT FOR THE PURPOSE OF INSPECTION AND COMPLIANCE WITH CITY CODES.
- (c) REVIEW:
- (1) NEW MONOPOLE APPLICATIONS WILL BE PROCESSED AS A TYPE II SITE PLAN DESIGN REVIEW, FOUND IN ARTICLE XII OF THIS CHAPTER.
 - (2) COLLOCATIONS, MAJOR MODIFICATIONS, AND MONOPOLES ON CITY PROPERTY WILL BE PROCESSED AS AN ADMINISTRATIVE TYPE I SITE PLAN DESIGN REVIEW, FOUND IN ARTICLE XII OF THIS CHAPTER.

(3) MINOR MODIFICATIONS WILL BE PROCESSED AS A BUILDING PERMIT.

(d) DESIGN STANDARDS:

(1) ALL WIRELESS FACILITIES WILL BE DESIGNED TO BLEND INTO THE ARCHITECTURE AND LANDSCAPE OF THE AREA IN WHICH PLACED;

(2) ALL WIRELESS FACILITY ANTENNAE, MOUNTING HARDWARE, AND CABLING SHALL BE COVERED OR PAINTED TO MATCH THE COLOR OF THE MONOPOLE ON WHICH IT IS MOUNTED;

(3) SETBACKS. THE SETBACK OF ALL WIRELESS FACILITIES MONOPOLES SHALL MEET THE YARD DEVELOPMENT STANDARDS AND SETBACK REQUIREMENTS OF THE UNDERLYING ZONING DISTRICT, EXCEPT AS OTHERWISE PERMITTED HEREIN. THE SETBACK SHALL BE MEASURED FROM THE LOT LINE TO THE WIRELESS FACILITY TOWER. ADDITIONALLY, ALL TOWERS SHALL BE SET BACK FROM ANY RESIDENTIAL LOT LINE A DISTANCE EQUAL TO TWICE THE HEIGHT OF THE TOWER AND FROM ANY NONRESIDENTIAL LOT LINE A DISTANCE EQUAL TO THE DESIGNED FALL DISTANCE OF THE WIRELESS FACILITY STRUCTURE; AND

(4) WIRELESS FACILITY IDENTIFICATION. EACH WIRELESS FACILITY SHALL BE IDENTIFIED BY A PERMANENTLY INSTALLED PLAQUE OR MARKER ON THE DOOR OF THE BASE STATION, NO LARGER THAN FOUR (4) INCHES BY SIX (6) INCHES, CLEARLY IDENTIFYING THE WIRELESS SERVICE PROVIDER'S NAME, ADDRESS, E-MAIL CONTACT, AND EMERGENCY PHONE NUMBER. THE PLAQUE OR MARKER REQUIRED BY THIS SECTION SHALL BE REVISED WITHIN 30 DAYS OF ANY CHANGE IN THE REQUIRED INFORMATION/CONTENT.

(5) MONOPALM:

a. WILL CONTAIN A MINIMUM OF 55 PALM FRONDS THAT DISGUISE THE LENGTH OF THE ANTENNA;

- b. THE STAND-OFF MOUNTING ARM APPARATUS OF THE ANTENNA ARRAY WILL NOT EXTEND MORE THAN 30 INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED;
 - c. THE POLE STRUCTURE WILL BE CLAD WITH FAUX BARK THAT BEGINS AT THE BASE OF THE POLE STRUCTURE AND CONTINUES TO THE HEIGHT OF THE FIRST PALM FROND ATTACHMENT. THE BALANCE OF THE POLE STRUCTURE AND THE ATTACHMENTS WILL BE PAINTED TO BLEND WITH THE PALM FRONDS;
 - d. THE DIAMETER OF THE POLE STRUCTURE WILL NOT EXCEED 26 INCHES AT ITS WIDEST POINT;
 - e. ALL CABLES WILL BE CONCEALED WITHIN THE POLE STRUCTURE;
 - f. THE MAXIMUM HEIGHT OF THE POLE STRUCTURE, EXCLUDING ANTENNAE, WILL BE LIMITED TO 65 FEET ABOVE THE FINISHED GRADE OF THE SITE. THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO A MONOPALM WILL NOT EXCEED 80 FEET ABOVE THE FINISHED GRADE OF THE SITE;
 - g. NO MORE THAN TWO (2) MICROWAVE DISHES WILL BE PERMITTED ON EACH MONOPALM. MICROWAVE DISHES WILL BE LIMITED TO ONE (1) SQUARE FOOT IN SIZE AND WILL BE CONCEALED WITHIN THE MONOPALM, TRIMMED LEAF CLUSTER, OR PALM FRONDS;
 - h. THE TRIMMED LEAF CLUSTER WILL BE MOUNTED DIRECTLY BELOW THE PALM FRONDS AND WILL BE PAINTED TO BLEND WITH THE POLE STRUCTURE; AND
 - i. CLIMBING PEGS ARE PROHIBITED ON THE POLE STRUCTURE.
- (6) MONOCACTUS.
- a. THE MONOCACTUS STRUCTURE WILL BE CLAD WITH A FAUX FINISH THAT RESEMBLES A SAGUARO CACTUS FROM THE BASE

OF THE STRUCTURE AND CONTINUE TO THE TOP OF THE STRUCTURE;

- b. THE DIAMETER OF THE MONOACTUS STRUCTURE WILL NOT EXCEED 34 INCHES AT ITS WIDEST POINT AND WILL HAVE A NATURAL APPEARING TAPER FROM THE BOTTOM TO THE TOP;
- c. THE HEIGHT OF THE MONOACTUS STRUCTURE WILL NOT EXCEED 30 FEET IN HEIGHT;
- d. ALL ANTENNAE AND CABLES WILL BE CONCEALED WITHIN THE MONOACTUS STRUCTURE; AND
- e. EXTERNAL MICROWAVE DISHES AND CLIMBING PEGS ARE PROHIBITED ON THE MONOACTUS STRUCTURE.

(7) MONOPINE OR MONOBROADLEAF.

- a. THE POLE STRUCTURE WILL BE CLAD WITH FAUX BARK. THE FAUX BARK WILL START AT THE BASE OF THE POLE STRUCTURE AND CONTINUE TO THE HEIGHT OF THE FIRST BRANCH ATTACHMENT. THE BALANCE OF THE POLE STRUCTURE AND THE ATTACHMENTS WILL BE PAINTED TO BLEND WITH THE BRANCHES;
- b. THE DIAMETER OF THE POLE STRUCTURE WILL NOT EXCEED 36 INCHES AT THE BASE AND WILL TAPER TO NO GREATER THAN 28 INCHES AT THE TOP OF THE POLE STRUCTURE;
- c. ALL CABLES WILL BE CONCEALED WITHIN THE POLE STRUCTURE;
- d. THE MAXIMUM HEIGHT OF THE POLE STRUCTURE WILL BE LIMITED TO 65 FEET ABOVE THE FINISHED GRADE OF THE SITE. THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO THE POLE STRUCTURE WILL NOT EXCEED 80 FEET ABOVE THE FINISHED GRADE OF THE SITE;
- e. BRANCHES:

1. WILL BE CONSTRUCTED TO A DENSITY OF NO LESS THAN TWO AND ONE-HALF (2 ½) BRANCHES FOR EACH ONE (1) VERTICAL FOOT OF POLE;
 2. WILL START NO LESS THAN 15 FEET ABOVE FINISHED GRADE AND CONTINUE TO THE TOP OF THE POLE STRUCTURE; AND
 3. WILL BE A MINIMUM OF EIGHT (8) FEET LONG AROUND THE CIRCUMFERENCE OF THE LOWER LEVEL AND WILL TAPER AS THE BRANCHES PROGRESS UPWARD, CONSISTENT WITH THE SPECIES OF TREE IMITATED BY THE STRUCTURE. THE BRANCHES WILL APPROXIMATE THE APPEARANCE OF A PARTICULAR DECIDUOUS TREE SPECIES GROWN IN THE VICINITY OF THE SITE AND THAT GROWS TO APPROXIMATELY THE SAME HEIGHT OF THE MONOPINE OR MONOBROADLEAF.
- f. THE ENTIRE LENGTH OF ALL ANTENNAE AND THEIR ATTACHING APPARATUS WILL BE DISGUISED BY THE BRANCHES, AND THE STAND-OFF MOUNTING ARM APPARATUS OF THE ANTENNA ARRAY WILL NOT EXTEND MORE THAN 30 INCHES FROM THE POLE STRUCTURE TO WHICH IT IS ATTACHED;
 - g. MICROWAVE DISHES WILL BE LIMITED TO ONE (1) SQUARE FOOT IN SIZE. DISHES AND ATTACHING APPARATUS WILL BE PAINTED TO BLEND WITH THE BRANCHES;
 - h. NO MORE THAN FOUR (4) MICROWAVE DISHES ARE PERMITTED PER MONOPINE OR MONOBROADLEAF TREE; AND
 - i. CLIMBING PEGS ARE PROHIBITED ON THE POLE STRUCTURE.
- (8) ALTERNATIVE MONOPOLE STRUCTURE:

- a. THE MAXIMUM ALLOWABLE WIDTH OF AN ANTENNAE ARRAY IS FOUR (4) FEET. THERE IS NO WIDTH LIMIT FOR ANTENNAE ARRAYS INSTALLED INSIDE AN ALTERNATIVE TOWER STRUCTURE.
- b. THE ANTENNAE WILL NOT EXTEND MORE THAN 18 INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED. THIS RESTRICTION DOES NOT APPLY TO ANTENNAE ARRAYS INSTALLED INSIDE AN ALTERNATIVE TOWER STRUCTURE.
- c. THE MAXIMUM ALLOWABLE LENGTH OF EACH ANTENNAE ARRAY IS TEN (10) FEET.
- d. ALL CABLES WILL BE CONCEALED WITHIN THE SUPPORT STRUCTURE OR FULLY ENCLOSED WITHIN A CABLE SHROUD.
- e. NO MORE THAN TWO (2) MICROWAVE DISHES, LIMITED TO TWO (2) SQUARE FEET IN SIZE EACH, WILL BE PERMITTED ON EACH ALTERNATIVE TOWER STRUCTURE.
- f. ALL MICROWAVE DISHES, ANTENNAE, CABLE SHROUDS, AND ATTACHING APPARATUS WILL BE PAINTED TO MATCH THE ALTERNATIVE TOWER STRUCTURE.

(e) INDUSTRIAL ZONING DISTRICTS.

- (1) THE STAND-OFF MOUNTING ARM APPARATUS OF THE ANTENNAE ARRAY WILL NOT EXTEND, IN ANY DIRECTION, MORE THAN 30 INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED.
- a. THE DIAMETER OF THE MONOPOLE STRUCTURE WILL NOT EXCEED 26 INCHES AT ITS WIDEST POINT;
- b. ALL CABLES WILL BE CONCEALED WITHIN THE MONOPOLE STRUCTURE;
- c. THE MAXIMUM HEIGHT OF THE MONOPOLE STRUCTURE, EXCLUDING ANTENNAE, WILL BE LIMITED TO 65 FEET ABOVE THE

FINISHED GRADE OF THE SITE. THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO A MONOPOLE WILL NOT EXCEED 80 FEET ABOVE THE FINISHED GRADE OF THE SITE;

- d. NO MORE THAN TWO (2) MICROWAVE DISHES WILL BE PERMITTED ON EACH MONOPOLE. MICROWAVE DISHES WILL BE LIMITED TO TWO (2) SQUARE FEET IN SIZE; AND
- e. CLIMBING PEGS ARE PROHIBITED ON THE POLE STRUCTURE.
- (f) ALL OTHER WIRELESS FACILITIES THAT DO NOT FALL UNDER ANY OF THE SUBSECTIONS REGARDING WIRELESS FACILITIES WILL FOLLOW THE TYPE III CONDITIONAL USE PERMIT PROCESS FOUND IN ARTICLE XII OF THIS CHAPTER. IN ADDITION TO COMPLYING WITH THE CUP CRITERIA, ANY APPLICATION UNDER THIS SUBSECTION WILL COMPLY WITH THE FOLLOWING:
 - (1) AESTHETICS STANDARDS;
 - (2) SETBACK AND HEIGHT RESTRICTIONS;
 - (3) SAFETY CONCERNS INCLUDING, BUT NOT LIMITED TO, FALL ZONES, AND BUFFERING;
 - (4) ENVIRONMENTAL;
 - (5) PROTECTIONS OF PROPERTY VALUES; AND
 - (6) TIMING: APPLICATIONS PROCESSED PURSUANT TO THIS SUBSECTION WILL BE ACTED UPON WITHIN 150 DAYS OF SUBMITTAL OF A COMPLETE APPLICATION.

SEC. 122-112.3 ALTERNATIVE WIRELESS FACILITY LOCATIONS.

ALTERNATIVE WIRELESS FACILITIES INCLUDE LOCATIONS SUCH AS BUILDING/STRUCTURE MOUNTED, ROOF MOUNTED, RECREATIONAL LIGHT

POLES, AND WATER TOWER/TANK FACILITIES. DESIGN OF THE MOUNTING STRUCTURES WILL CAMOUFLAGE OR CONCEAL THE PRESENCE OF A WIRELESS FACILITY.

(a) TIMING: AN APPLICATION FOR A NEW ALTERNATIVE WIRELESS FACILITY INSTALLATION, MODIFICATION, OR COLLOCATION WILL BE PROCESSED WITHIN THE FOLLOWING AMOUNT OF DAYS OF THE FILING OF THE APPLICATION, UNLESS TOLLED BY MUTUAL AGREEMENT:

(1) NEW ALTERNATIVE WIRELESS FACILITY – MAXIMUM OF 150 DAYS

(2) MINOR ALTERNATIVE WIRELESS FACILITY MODIFICATION – MAXIMUM OF 75 DAYS

(3) COLLOCATIONS OR MAJOR MODIFICATION OF ALTERNATIVE WIRELESS FACILITY – MAXIMUM OF 90 DAYS.

(4) NEW ALTERNATIVE WIRELESS FACILITY ON CITY PROPERTY - MAXIMUM OF 90 DAYS

(b) SUBMITTAL REQUIREMENTS:

(1) NARRATIVE DESCRIBING THE PROPOSED WIRELESS FACILITY SITE;

(2) A SITE PLAN SHOWING THE SUBJECT PROPERTY AND ADJACENT PROPERTIES; ALL EXISTING AND PROPOSED BUILDINGS ON THE SUBJECT PROPERTY AND THEIR PURPOSE; THE SPECIFIC PLACEMENT OF THE BASE STATION AND CELL TOWER, INCLUDING TYPE AND EXTENT AND POINT OF ENTRY ON THE SITE; ALL PROPOSED CHANGES TO THE EXISTING SITE, INCLUDING GRADING, VEGETATION, ROADS, SIDEWALKS, AND DRIVEWAYS SIGNED AND SEALED BY A PROFESSIONAL REGISTRANT FROM THE STATE OF ARIZONA INCLUDING EXPIRATION DATE;

(3) A LANDSCAPE PLAN SHOWING SPECIFIC PLACEMENT OF EXISTING AND PROPOSED VEGETATION, TREES, AND SHRUBS, IDENTIFIED BY

SPECIES AND SIZE OF SPECIMEN AT INSTALLATION IN ACCORDANCE WITH CITY LANDSCAPE GUIDELINES;

(4) A GRADING AND DRAINAGE PLAN OF THE PROJECT SITE AS DETERMINED NECESSARY BY THE CITY MANAGER OR DESIGNEE.

(5) EXISTING (BEFORE CONDITION) PHOTOGRAPHS AND PROPOSED (AFTER CONDITION) PHOTOSIMULATIONS OF THE PROPOSED WIRELESS FACILITY FROM ROW ADJACENT TO THE SITE. SUCH PHOTOSIMULATIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, SUPERIMPOSED REPRESENTATIONS OF THE PROPOSED BASE STATION AND TOWER TO SHOW WHAT WILL BE SEEN FROM ROW AND RESIDENTIAL STRUCTURES AND PROPERTIES ADJACENT TO THE SITE;

(6) ELEVATIONS WILL SHOW THE FOLLOWING:

c. DIMENSIONS OF ALL EQUIPMENT AND POLES SPECIFIED FOR ALL THREE DIMENSIONS: HEIGHT, WIDTH AND DEPTH; AND

d. MATERIALS OF THE BASE STATION AND SECURITY BARRIER, IF ANY, SPECIFIED BY GENERIC TYPE AND SPECIFIC TREATMENT, SUCH AS BRICK, MASONRY WITH STUCCO FINISH, ANODIZED ALUMINUM, STAINED WOOD, ETC.

(7) COLLOCATION SUBMITTALS, INCLUDING SIGNED STATEMENTS INDICATING:

a. THE APPLICANT AGREES TO ALLOW FOR THE POTENTIAL COLLOCATION OF ADDITIONAL WIRELESS FACILITIES BY OTHER WIRELESS SERVICE PROVIDERS AND CARRIERS ON THE APPLICANT'S STRUCTURE OR FACILITY OR WITHIN THE SAME SITE; AND

- b. THAT THE APPLICANT HAS MADE A GOOD FAITH EFFORT TO ACHIEVE COLLOCATION WITH OTHER CARRIERS AND FACILITIES AS REQUIRED IN THIS SECTION, AND IF COLLOCATION IS NOT FEASIBLE FOR THIS APPLICATION FOR A SUBSTANTIAL TECHNICAL OR OTHER REASON(S), A WRITTEN STATEMENT OF THE REASONS FOR THE INFEASIBILITY.
- (8) AN EXECUTED LEASE AGREEMENT WITH THE OWNER OR LANDHOLDER THAT:
- a. ALLOWS THE LANDHOLDER TO ENTER INTO LEASES WITH OTHER PROVIDERS;
 - b. SPECIFIES THAT IF THE CARRIER FAILS TO REMOVE THE BASE STATION AND TOWER WHEN REQUIRED BY THIS CHAPTER, THE RESPONSIBILITY FOR REMOVAL FALLS UPON THE LANDHOLDER; AND
 - c. ALLOWS ENTRY BY THE CITY AND ITS AGENT FOR THE PURPOSE OF INSPECTION AND COMPLIANCE WITH CITY CODES;
- (c) REVIEW:
- (1) NEW ALTERNATIVE WIRELESS FACILITIES, COLLOCATIONS, MAJOR MODIFICATIONS, AND ALTERNATIVE WIRELESS FACILITIES ON CITY PROPERTY WILL BE PROCESSED AS AN ADMINISTRATIVE TYPE I SITE PLAN DESIGN REVIEW, FOUND IN ARTICLE XII OF THIS CHAPTER.
 - (2) MINOR MODIFICATIONS OF AN ALTERNATIVE WIRELESS FACILITY WILL BE PROCESSED AS A BUILDING PERMIT.
- (d) DESIGN STANDARDS:
- (1) BUILDING- OR STRUCTURE-MOUNTED FACILITIES:
 - a. ANTENNAE WILL BE MOUNTED ON A BUILDING WALL OR SIDE OF A STRUCTURE TO THE MAXIMUM EXTENT PRACTICABLE. IF THE

APPLICANT DEMONSTRATES THAT IT IS NOT FEASIBLE TO MOUNT THE ANTENNAE ON A BUILDING WALL OR SIDE OF A STRUCTURE, THE ANTENNAE MAY BE MOUNTED ON THE ROOF OR TOP OF THE STRUCTURE, PROVIDED THE FACILITY COMPLIES WITH ALL OTHER APPLICABLE STANDARDS;

- b. A BUILDING- OR STRUCTURE-MOUNTED WIRELESS FACILITY SHALL NOT BE LOCATED ON A BUILDING WITH PRIMARILY RESIDENTIAL USES;
- c. ANTENNAE MAY ENCROACH INTO A SIDE OR REAR SETBACK A MAXIMUM OF TWO (2) FEET, BUT WILL NOT EXTEND OVER A PROPERTY LINE; AND
- d. ANTENNAE MOUNTED ON A BUILDING WALL OR SIDE OF A STRUCTURE SHALL COMPLY WITH THE FOLLOWING STANDARDS:
 - 1. ANTENNAE WILL BE MOUNTED FLUSH TO THE BUILDING WALL OR SIDE OF A STRUCTURE TO THE MAXIMUM EXTENT PRACTICABLE, UNLESS TECHNICAL REASONS DICTATE ANOTHER TYPE OF INSTALLATION, AND WILL NOT EXTEND ABOVE THE ROOF LINE OR PARAPET OF THE BUILDING OR TOP OF THE STRUCTURE;
 - 2. SUPPORT STRUCTURES, ACCESSORY EQUIPMENT INCLUDING EQUIPMENT CABINETS, AND ALL OTHER APPURTENANCES SHALL BE FULLY SCREENED FROM VIEW AND NOT VISIBLE FROM THE GROUND; AND
 - 3. ANTENNAE SHALL BE PAINTED A COLOR TO MATCH THE BUILDING OR STRUCTURE TO WHICH THEY ARE MOUNTED OR WILL BE CAMOUFLAGED AS PART OF THE BUILDING ARCHITECTURE IN A CITY-APPROVED BUILDING ELEVATION.

(2) ROOFTOP-MOUNTED FACILITIES:

- a. ROOFTOP-MOUNTED WIRELESS FACILITIES ARE NOT PERMITTED ON PORTIONS OF BUILDINGS WITH PITCHED ROOFS.
 - 1. A ROOFTOP-MOUNTED WIRELESS FACILITY SHALL NOT BE LOCATED ON A BUILDING WITH PRIMARILY RESIDENTIAL USES.
 - 2. A WIRELESS FACILITY LOCATED ON A BUILDING ROOFTOP OR TOP OF STRUCTURE SHALL COMPLY WITH THE FOLLOWING STANDARDS:
 - i. ANTENNAE, SUPPORT STRUCTURES, ACCESSORY EQUIPMENT, AND ALL OTHER APPURTENANCES SHALL BE FULLY SCREENED FROM VIEW THROUGH THE USE OF ARCHITECTURALLY COMPATIBLE FEATURES, SCREENING MATERIALS, AND COLORS THAT MATCH THE BUILDING OR STRUCTURE TO WHICH THE FACILITY IS MOUNTED.
 - i. ANTENNAE SHALL NOT EXTEND ABOVE THE PARAPET OF THE ROOF OF THE STRUCTURE TO WHICH THEY ARE MOUNTED.

(3) RECREATION FIELD LIGHT POLES:

- a. THE MAXIMUM ALLOWABLE WIDTH OF AN ANTENNAE ARRAY IS FOUR (4) FEET;
- b. THE STAND-OFF MOUNTING ARM APPARATUS OF THE ANTENNAE ARRAY WILL NOT EXTEND MORE THAN 30 INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED.
- c. THE MAXIMUM ALLOWABLE LENGTH OF EACH ANTENNA IS TEN (10) FEET.
- d. THE DIAMETER OF THE POLE STRUCTURE WILL NOT EXCEED 36 INCHES.

- e. THE ADDITION OF A WIRELESS FACILITY TO A RECREATION FIELD LIGHT WILL NOT INCREASE THE HEIGHT OF THE LIGHT STRUCTURE BY MORE THAN TEN (10) FEET.
- f. ALL CABLES WILL BE CONCEALED WITHIN THE POLE STRUCTURE.
- g. NO MORE THAN TWO (2) EXTERNAL MICROWAVE DISHES, LIMITED TO TWO (2) SQUARE FEET EACH, ARE PERMITTED ON EACH RECREATION FIELD LIGHT POLE.
- h. ALL MICROWAVE DISHES, ANTENNAE, AND ATTACHING APPARATUS WILL BE PAINTED TO MATCH THE RECREATION FIELD LIGHT POLE.

(4) WATER TOWERS/TANKS:

- a. THE MAXIMUM ALLOWABLE WIDTH OF AN ANTENNAE ARRAY IS FOUR (4) FEET. THERE IS NO WIDTH LIMIT FOR ANTENNAE ARRAYS INSTALLED INSIDE A FAUX WATER TOWER/TANK.
- b. THE ANTENNA WILL NOT EXTEND MORE THAN 18 INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED. THIS RESTRICTION DOES NOT APPLY TO ANTENNAE INSTALLED INSIDE A FAUX WATER TOWER/TANK.
- c. THE MAXIMUM ALLOWABLE LENGTH OF EACH ANTENNAE ARRAY IS TEN (10) FEET.
- d. THE ADDITION OF A WIRELESS FACILITY WILL NOT INCREASE THE HEIGHT OF THE WATER TOWER/TANK STRUCTURE GREATER THAN TEN (10) FEET.
- e. ALL CABLES WILL BE CONCEALED WITHIN THE SUPPORT STRUCTURE OR FULLY ENCLOSED WITHIN A CABLE SHROUD.

- f. NO MORE THAN TWO (2) MICROWAVE DISHES, LIMITED TO TWO (2) SQUARE FEET IN SIZE WILL BE PERMITTED ON EACH WATER TOWER OR WATER TANK.
- g. ALL MICROWAVE DISHES, ANTENNAE, CABLE SHROUDS, AND ATTACHING APPARATUS WILL BE PAINTED TO MATCH THE WATER TOWER OR WATER TANK.

SEC. 122-112.4 SMALL WIRELESS FACILITY ("SWF").

GENERAL REQUIRMENTS:

- (a) SWFS IN ROW REQUIRE A MASTER LICENSE AGREEMENT APPROVED BY THE CITY.
- (b) TIMING: AN APPLICATION FOR A NEW SWF INSTALLATION OR MODIFICATION TO AN EXISTING SWF WILL BE PROCESSED WITHIN THE FOLLOWING AMOUNT OF DAYS OF THE FILING OF THE APPLICATION, UNLESS TOLLED BY MUTUAL AGREEMENT:
 - (1) SWFS IN ROW – MAXIMUM OF 75 DAYS.
 - (2) SWFS OUTSIDE ROW – MAXIMUM OF 90 DAYS.
- (c) SUBMITTAL REQUIREMENTS:
 - (1) SWFS IN ROW:
 - a. COMPLETED SWF ROW ENCROACHMENT FORM;
 - b. COMPLETED BUILDING PERMIT;
 - c. SITE PLAN;
 - d. BEFORE AND AFTER ELEVATIONS OF THE FACILITY; AND
 - e. ADDITIONAL INFORMATION MAY BE REQUIRED BY THE CITY MANAGER OR DESIGNEE TO DETERMINE COMPLIANCE WITH FEDERAL, STATE, AND CITY LAWS.
 - (2) SWFS OUTSIDE OF ROW:

- a. COMPLETED SWF APPLICATION;
 - b. SITE PLAN;
 - c. BEFORE AND AFTER ELEVATIONS OF THE FACILITY; AND
- (3) ADDITIONAL INFORMATION MAY BE REQUIRED BY THE CITY MANAGER OR DESIGNEE TO DETERMINE COMPLIANCE WITH FEDERAL, STATE, AND CITY LAWS.
- (d) REVIEW:
- (1) REVIEW OF SWF INSTALLATIONS AND MODIFICATIONS WITHIN THE ROW WILL BE PROCESSED AS A BUILDING PERMIT.
 - (2) NEW SWFS LOCATED ON PROPERTY OTHER THAN ROW WILL BE PROCESSED AS AN ADMINISTRATIVE TYPE I SITE PLAN DESIGN REVIEW, FOUND IN ARTICLE XII OF THIS CHAPTER.
- (e) DESIGN STANDARDS:
- (1) THE COMPONENTS OF A SWF WILL BE MOUNTED A MINIMUM OF 12 FEET ABOVE THE EXISTING GRADE OF THE WIRELESS SUPPORT STRUCTURE TO WHICH IT IS ATTACHED;
 - (2) A REPLACEMENT OR NEW POLE IS ALLOWED A TEN (10) PERCENT HEIGHT INCREASE, NOT TO EXCEED 50 FEET TOTAL.
 - (3) ALL CABLES WILL BE CONCEALED WITHIN THE PUBLIC UTILITY POLE OR A CABLE SHROUD.
 - (4) ALL ANTENNAE MOUNTING HARDWARE, CABLE SHROUDS, AND OTHER EQUIPMENT WILL BE PAINTED TO MATCH THE STRUCTURE ON WHICH IT IS MOUNTED.

SEC. 122-112.5 - CELLULAR ON WHEELS ("COW").

- (a) COWS ARE ALLOWED DURING:
- (1) CONSTRUCTION OF A PERMANENT WIRELESS FACILITY:

- a. NOT TO EXCEED DURATION OF ONE (1) YEAR; AND
 - b. UTILIZATION OF A COW WILL BE INCLUDED WITH THE BUILDING PERMIT ASSOCIATED WITH THE WIRELESS FACILITY MAINTENANCE OR REPLACEMENT OF EQUIPMENT.
- (2) SPECIAL EVENTS. UTILIZATION OF THE COW FOR A SPECIAL EVENT WILL REQUIRE A TEMPORARY USE PERMIT AS PER ARTICLE VII OF THIS CHAPTER. COW PLACEMENT FOR A SPECIAL EVENT PURSUANT TO A TEMPORARY USE PERMIT WILL BE LIMITED FOR A DURATION NOT TO EXCEED 30 DAYS UNLESS APPROVED BY THE CITY MANAGER OR DESIGNEE.
- (3) EMERGENCY. AN EMERGENCY OR DISASTER AS DETERMINED BY THE CITY MANAGER OR DESIGNEE AND THEN FOR ONLY SO LONG AS DETERMINED TO BE NECESSARY BY THE CITY MANAGER OR DESIGNEE.
- (b) COWS WILL BE SET BACK FROM ALL RESIDENTIAL LOT LINES A MINIMUM DISTANCE EQUAL TO THE FULLY EXTENDED HEIGHT OF THE COW.
- (c) PERMITTED POWER SOURCES:
- a. A GENERATOR OR OTHER UTILITY SOURCE WILL BE USED THAT EMITS AN AVERAGE NOISE LEVEL NOT TO EXCEED 60 DB, MEASURED AT ANY PROPERTY LINE FOR PROPERTY THAT IS ZONED OR USED FOR RESIDENTIAL PURPOSES; AND
 - b. USE OF ON-SITE UTILITY SERVICES WILL REQUIRE A BUILDING PERMIT.

SEC. 122-112.6 - AMATEUR RADIO ANTENNAE.

- (a) ANTENNAE PERMITTED. AMATEUR RADIO ANTENNAE ARE PERMITTED IN ALL RESIDENTIAL ZONING DISTRICTS SUBJECT TO THE FOLLOWING STANDARDS:

- (1) ANTENNA STRUCTURES ARE ALLOWED UP TO THIRTY-FIVE (35) FEET IN HEIGHT;
 - (2) ANTENNA STRUCTURES SHALL COMPLY WITH SETBACK STANDARDS FOR THE ZONING DISTRICT IN WHICH IT IS LOCATED;
 - (3) ANTENNA STRUCTURES SHALL BE LOCATED IN THE REAR HALF OF THE LOT;
 - (4) ANTENNAE, INCLUDING SUPPORT STRUCTURES, SHALL NOT EXTEND BEYOND THE PROPERTY LINE; AND
 - (5) WHEN A FEDERALLY LICENSED RADIO AMATEUR NO LONGER OCCUPIES THE SUBJECT PROPERTY, THE ANTENNA STRUCTURE SHALL BE REMOVED.
- (b) AMATEUR RADIO ANTENNAE WITH A CONDITIONAL USE PERMIT. ALL AMATEUR RADIO ANTENNAE THAT EXCEED THIRTY-FIVE (35) FEET IN HEIGHT SHALL REQUIRE APPROVAL OF A CONDITIONAL USE PERMIT. SUCH ANTENNAE SHALL BE OF TELESCOPING DESIGN AND LOWERED TO A HEIGHT OF NO MORE THAN THIRTY-FIVE (35) FEET WHEN NOT IN USE. IN NO EVENT SHALL AN AMATEUR RADIO ANTENNA EXCEED A HEIGHT OF SEVENTY-FIVE (75) FEET.
- (c) COMMERCIAL USE. AMATEUR RADIO ANTENNAE WILL NOT BE USED FOR ANY COMMERCIAL USE OR PURPOSE.

Exhibit B

TERMS AND CONDITIONS

FS17-483

RECITALS

A. The City, in its governmental capacity, owns or holds a legal interest in public roads, streets, alleys, and public utility easements located in Surprise (collectively, the "ROW"). The City is responsible for management of the ROW within its municipal boundaries. Pursuant to A.R.S. §§ 9-240, 9-276, and 9-582, the City has exclusive control of the ROW.

B. The City owns various street lights, traffic signals, utility poles, and signage at designated locations within the ROW (referred to herein as a "City Pole" or collectively as "City Poles").

C. The City anticipates that one or more Wireless Providers may desire to locate WFs and immediately related equipment at various Sites within the ROW.

D. Pursuant to the Telecommunications Laws, the City may authorize Wireless Providers to attach a WF, including a Small Wireless Facility ("SWF"), to City Poles located within the ROW, and where permitted, erect Monopoles in the ROW.

D. All City Poles approved for the location or collocation of WFs and SWFs for private use shall retain their primary governmental purpose, and no WF or SWF shall interfere with those purposes in any way, nor shall the activities of a Wireless Provider create an unreasonably dangerous condition to the public.

E. The purposes of these Terms are to: (1) promote uniformity in Site Licenses; (2) streamline the preparation and administration of Site Licenses; (3) protect the public health, safety, and welfare; and (4) protect the value of and physical integrity of publicly-owned property and assets.

1. Definitions

Alternative Tower or Wireless Support Structure shall mean an innovative WF design, such as a clock-tower, grain silo, bell tower, false chimney, steeple, flag pole,

windmill, and similar mounting structures that camouflage or Conceal the presence of a WF.

Antenna shall mean communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing Wireless Services.

Applicable Law(s) shall mean the Federal, State, county, and City of Surprise laws, ordinances, rules, regulations, and permit requirements that apply to the placement, operation, and maintenance of WFs within the City of Surprise.

Authorized Person shall mean the person(s), employee(s), agent(s), consultant(s), or contractor(s) authorized in writing by a Wireless Provider to complete and submit a WF application to the City.

Base Station shall mean the structure or equipment at a fixed location that enables Wireless Services licensed or authorized by the FCC between user equipment and a telecommunications network, including, but not limited to, radio transceivers, Antennas, coaxial or fiber-optic cable, and regular and backup power. A Base Station shall be ground mounted on a concrete slab, located within a building, or placed underground in a vault. The term does not encompass a Tower (as defined herein) or any equipment associated with a Tower.

City Pole shall mean a city-owned street light, traffic signal, signage, or other Utility Pole at designated locations within the ROW.

Collocate or Collocation shall mean to install, mount, maintain, modify, operate, or replace a WTF on, within, or adjacent to a Wireless Support Structure or Utility Pole.

Conceal or Concealment shall mean to design or disguise a WTF to look like something other than a Tower or Base Station.

Enclosure shall mean the enclosure housing the electronic ground equipment shown on the Site Plan.

FCC shall mean the Federal Communications Commission.

Hazardous Substance shall mean any substance, chemical, or waste that is identified as hazardous or toxic in any Applicable Law, including but not limited to petroleum products and asbestos.

Monopole shall mean a Wireless Support Structure composed of a single spire used to support telecommunications equipment and having no guy wires or ground anchors. A Monopole shall not be more than forty (40) inches in diameter at the ground level, and all of the wireless equipment shall be mounted on or contained inside of the pole.

“Monopole” includes, but is not limited to, a monopalm, monocactus, monobroadleaf, or monopine.

Permitted Uses shall mean, and is limited to, a Wireless Provider’s right to construct, install, operate, maintain, and repair any and all equipment associated with Wireless Facilities to deliver Wireless Services.

RF shall mean radio frequency.

RF Letter shall mean a letter attesting to the Wireless Provider’s compliance with FCC RF exposure guidelines from the Wireless Provider’s senior internal engineer.

Right-of-Way (“ROW”) shall mean, as defined for Wireless Facility Sites in A.R.S. § 9-591(18), the area on, below, or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a Federal Interstate Highway, a State highway or State route under the jurisdiction of the Arizona Department of Transportation (“ADOT”), a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Wireless Services Provider.

Site shall mean and refer to, for WFs other than those in the ROW, the current boundaries of the property surrounding the WF and any access or utility easements currently related to the Site, and, for other Wireless_Support Structures, will mean and be further restricted to, that area in proximity to the structure and to other Transmission Equipment already deployed on the ground.

Site License shall mean a revocable, nonexclusive permission to attach a WF to a City Pole and encroach in the ROW that fully incorporates these Terms, but which does not create or confer any interest in the real or personal property of the City or a third party.

Site Plan shall mean a required plan, to scale, of a project area showing uses and structures, existing and proposed.

Small Wireless Facility (“SWF”) shall mean, as defined in A.R.S. § 9-591(19), a WF that may consist of one (1) or more radio receivers, Antennas, interconnected cable, power supply, other associated electronics, and accessory equipment, which are attached to a structure and meet the following parameters:

- (A) All Antennas are located inside an Antenna Enclosure of no more than six (6) cubic feet in volume, or, in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna’s exposed elements could fit within an imaginary Enclosure of not more than six (6) cubic feet; and
- (B) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume, or fifty (50) cubic feet in volume if the equipment was ground mounted before February 9, 2018.

The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, Concealment, telecommunications demarcation box, ground-based Enclosures, battery back-up power systems, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Small Cell Network shall mean a collection of interrelated SWFs designed to deliver personal Wireless Services to the public.

Transmission Equipment shall mean equipment owned or used by the Wireless Provider or by any third party for Permitted Uses in connection with the Wireless Provider's or a third party's installation and operation of a WF pursuant to an individual Site License. Transmission Equipment includes, but is not limited to, radio transceivers, Antennas, coaxial or fiber-optic cable, and regular and back-up power supply. The term includes equipment associated with Wireless Services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Tower shall mean any structure built for the sole or primary purpose of supporting any Antennas and their associated facilities, licensed or authorized by the FCC, including structures that are constructed for Wireless Services, including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Use Area shall mean the area that a Wireless Provider is permitted to use pursuant to an approved Site License. The term "Use Area" includes the area depicted on the Site Plan that shows where the Antenna will be attached to the City Pole or where it will be placed in the ROW, and where the Base Station will be located.

Utility Pole shall mean a pole or similar structure that is used in whole or in part for telecommunications purposes, electricity distribution, lighting, or traffic signals. Utility Pole does not include Monopole.

Wireless Infrastructure Provider shall mean, as defined in A.R.S. § 9-591(23), any person that is authorized to provide telecommunications services in this State and that builds or installs wireless communications transmission equipment, WFs, Utility Poles, or Monopoles, but that is not a Wireless Provider. Wireless Infrastructure Provider does not include a special taxing district.

Wireless Provider shall mean a person or legal entity that provides Wireless Services to the public that is duly licensed by the FCC to provide such services and that holds a valid Site License to use one or more City Poles and the ROW for this purpose.

Wireless Service shall mean any FCC licensed commercial wireless telecommunications services including cellular, personal communications services (PCS), specialized mobile radio (SMR), and enhanced specialized mobile radio (ESMR), as well as unlicensed wireless services, and common carrier wireless exchange access services

Wireless Facility (“WF”) or Wireless Facilities (“WFs”) shall mean, as defined in A.R.S. § 9-591(22):

- (A) Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following: (i) equipment associated with wireless communications; and (ii) radio transceivers, Antennas, coaxial or fiber-optic cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration.
- (B) Includes Small Wireless Facilities.
- (C) Does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between Wireless Support Structures or Utility Poles, or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an Antenna.
- (D) Does not include Wi-Fi radio equipment or microcell equipment.

2. Licensing Scope, Standards, and Procedures

2.1 License Required. No person or entity shall attach any Antenna or WF to a City Pole, place its Transmission Equipment in the ROW, or erect a Monopole in the ROW without an approved Site License. Placement of any unauthorized facilities on a City Pole or in the ROW without a Site License shall constitute trespass, and the unauthorized facilities may be removed by the City with any costs incurred for such removal to be reimbursed to the City by the owner of the unauthorized facilities.

2.2 Removal of Unauthorized Facilities. The City may require a Wireless Provider to remove any unauthorized attachment to a City Pole or placement of facilities in the ROW. If the Wireless Provider fails to remove the unauthorized facilities within thirty (30) days after written notice, the City may remove the unauthorized facilities without incurring any liability, including but not limited to liability for interruption of service. The Wireless Provider shall reimburse the City for its actual costs of removal of the unauthorized facilities. The failure of the City to act to remove any unauthorized facilities shall not constitute permission or a *de facto* Site License in any manner nor shall subsequent issuance of a Site License operate retroactively.

2.3 Completed Application Required. An Authorized Representative of a Wireless Provider shall submit a completed application form to the City for a Site License, which

application shall be accompanied by a Site Plan(s) for each Site, to the City. Once the Site License application is reviewed and approved, a Site License will be issued by the City. The City Manager/Engineer, or his designee, shall have authority to execute a Site License on behalf of the City.

2.4 Notification to Adjacent Property Owners. Concurrently with submittal of an application, the Wireless Provider shall notify all adjacent property owners and the owners of any residential property located within three hundred feet (300') of each proposed WF site. Such notice shall be by U.S. mail and shall include the project location, address, general description, equipment dimensions, Wireless Provider contact information, and a construction schedule. The Wireless Provider shall include a copy of the notification and the property owner notification list with an attestation of mailing with any application.

2.5 Only Permitted Uses. WFs may be used solely for the Permitted Uses, and Wireless Providers are not authorized to and shall not use the WFs, Site, or Use Area to offer or provide any other services not specified in the Site License. The WFs shall be owned by the Wireless Provider.

2.6 No Changes without City Approval. No approved Site Plan or Site License may be changed unless the City agrees to the change in writing. Any change that is not approved shall be null, void, and of no effect.

2.7 Site License Grants Non-Exclusive Right. A Site License gives the Wireless Provider a non-exclusive right to have WFs occupy space in the ROW and/or on a City Pole (including any replacement City Pole) as shown by an approved location(s) identified on the Site License and authorizes the installation, operation, use, and maintenance of WFs to provide Wireless Services.

2.8 No Ownership or Leasehold Interest. A Site License does not provide the Wireless Provider with any ownership interests in City Poles (including any City Poles that are replaced by the Wireless Provider), real property, or ROW, nor does a Site License constitute an assignment of any of the City's rights to use the public property upon which the WFs are attached or is/are located (other than as expressly provided herein or in the Site License). Additionally, a Site License does not constitute or create a leasehold interest or right to the benefit of any City property or portion thereof.

2.9 Assumption of Risk. The Wireless Provider assumes all risk, costs, and expenses related to the WFs and loss of service that may occur due to damage, destruction, or collapse of any City Pole or due to any incompatibility of the Wireless Provider's use with the City's use, or another user's use, of the City Poles. The Wireless Provider shall be solely responsible for the relocation of any WFs placed on a structure or property not owned by the City or wrongly designated as a City Pole and/or ROW at any time.

2.10 Compliance with Applicable Laws. All WFs shall be designed, installed, and maintained during the term of a Site License in compliance with all Applicable Laws, including Section 122-11 of the City of Surprise Unified Development Code (“SUDC”).

2.11 Wireless Provider Sole Cost and Expense. The Wireless Provider shall design, specify, and supply, at its sole cost and expense, all material associated with the installation, operation, and maintenance of the WFs.

2.12 Spare Light and Traffic Signal Poles. Wireless Providers shall purchase and store extra street light and traffic signal poles in anticipation of emergency or routine replacement of such poles utilized by the Wireless Provider or the City. All replacement poles shall be approved by the City prior to installation.

2.13 Blue Stake. To the extent that a Wireless Provider owns any fiber or conduits that will be placed underground, and to the extent that State law requires it, the Wireless Provider shall comply with Arizona Revised Statutes Title 40, Chapter 2, Article 6.3, by participating as a member of the Arizona Blue Stake Center (or other appropriate organization). A copy of the Wireless Provider’s proof of membership shall be filed with the City.

2.14 Obtaining Permits. Wireless Providers shall comply with any necessary building permit, traffic control, ROW management requirements, non-City of Surprise utility permits, other permits as required, or other regulatory requirements (“Permits”) that apply to the WFs.

2.15 Emergency Operations Permit. Wireless Providers shall apply for and obtain one annual permit for emergency operations (no excavation) occurring within the ROW and/or on City Poles.

2.16 Abandonment. If a Wireless Provider discontinues use of any of its WFs, or any portion thereof, installed under or pursuant to an approved Site License, for a period of ninety (90) consecutive days, the WF shall be deemed to have been abandoned. Upon such abandonment, the Wireless Provider of the WF shall have an additional ninety (90) days to (i) reactive the use of the WF or transfer the WF to another Wireless Provider who makes use of the WF; or (ii) dismantle and remove the WF. Upon removal of the WF, the Site shall be returned to its built or natural state and topography and vegetated consistent with the natural surroundings.

3. Installation and Replacement Poles

3.1 Other Required Permits and Approvals. The zoning processes, building permit processes, ROW management policies, and similar regulatory requirements that apply

to the WFs are completely separate from the processes set forth in these Terms. The Wireless Provider's satisfaction of any requirement set forth in these Terms does not substitute for compliance with any other regulatory requirement. Similarly, the Wireless Provider's satisfaction of any other regulatory requirement does not substitute for compliance with any requirement of these Terms. To the extent that regulatory requirements and requirements of these Terms are the same, compliance with regulatory requirements shall constitute compliance with these Terms and vice versa.

3.2 Inspections. Wireless Providers shall order City of Surprise inspections during and upon completion of installation of any WFs. Installation will be inspected for adherence to Applicable Laws, plan specifications, safe operation, workmanship, aesthetics, and/or interference with street, streetlight, or traffic signal operations. Post-installation inspection of WFs by the City shall be performed within thirty (30) days of installation. In the event that the City objects to the installation, the Wireless Provider will be required to remove the WF and resubmit a design/installation plan. The Pole may not be altered without the City's written permission.

3.3 As-Built Drawings. Wireless Providers shall prepare and maintain As-Built Drawings of all WFs located on City Poles and within the ROW and furnish such record drawings in hard copy and/or electronic format at the City's request. Electronic copies shall be provided in Autocad 2014 DWG format or other City-approved electronic format.

3.4 Pole Replacement. Because the City's existing streetlight poles and traffic signed poles are not designed to safely support the additional weight and stress of WFs, Wireless Provider shall be required to provide poles designed to support these facilities to replace existing City Poles prior to attaching WFs. The following will apply:

3.4.1 The Wireless Provider shall pay all costs related to City Pole replacement, including but not limited to replacement, transfer of all existing facilities, and removal and salvage of the existing pole to the City of Surprise. Payment of City Pole replacement costs does not provide the Wireless Provider with any ownership interest in the replaced City Pole. The Wireless Provider shall transfer ownership of all replacement poles to the City.

3.4.2 Any replacement City Pole shall conform to the height restrictions imposed by the City, and the arm height of the street light or traffic signal must conform to the existing arm height of the other street light or traffic signal structures in the adjacent area. The City Pole must also conform to the City of Surprise Supplement to the M.A.G. Uniform Standard Details and Specifications for Public Works Construction.

3.4.3 If the replacement City Pole is damaged by the Wireless Provider or a third-party and needs to be replaced, the Wireless Provider shall repair or replace (if deemed necessary by the City) the City Pole entirely at its expense

within fourteen (14) days of discovery of the damage or receiving notice of the damage from the City. If the damage is caused by a third party, the City will reimburse the Wireless Provider for the cost of the repairs or a standard City Pole (if the pole is replaced) within forty five (45) days of the City's receipt of an invoice, but the Wireless Provider shall be responsible for any cost in excess of that amount.

3.4.4 The Wireless Provider may, with the consent of the City, place a temporary WF on a nearby City Pole or within the ROW during replacement. The City disclaims any and all liability to the Wireless Provider for any loss of services resulting from the need to install a temporary WF. Once the City Pole has been replaced, the Wireless Provider may re-install the WF at its sole expense (and the City will install its lighting and signal apparatus and wiring at its sole cost). In the event of localized interruptions (e.g. motor vehicle accidents), the City shall notify the Wireless Provider of the incident after taking any required actions to clear and restore the site. The Wireless Provider shall be responsible for collection of any damages from a third party that caused the damage to any WFs.

3.5 RF Letter. The Wireless Provider shall provide a RF Letter confirming its compliance with FCC Radio Frequency Exposure Guidelines ("FCC OET Bulletin 65") and all other applicable RF emissions laws and regulations (collectively, the "Guidelines") in effect at the time it submits its completed application. The Wireless Provider shall conduct an initial test for compliance with the Guidelines prior to placing a WF on a City Pole or in the ROW before the WF is activated for Wireless Services. The Wireless Provider shall perform additional tests upon any significant change in the WF on the City Pole or in the ROW. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to the City. If the tests show noncompliance with applicable Guideline exposure limits in effect, then the noncompliant WF attached to the City Pole or in the ROW shall be shut down (except for work necessary to bring it back into compliance) until subsequent tests again show compliance with the Guidelines. The City may, at its expense, perform tests to determine compliance of a WF with the Guidelines, as amended from time to time.

3.6 Notice. The Wireless Provider shall post a notice at each WF site providing a twenty-four (24) hour contact number and, as applicable, a RF emission hazards warning to the extent required by law.

3.7 Payment of Permit and License Fees. All WFs shall be installed and maintained in accordance with the requirements of the National Electric Code, the National Electrical Safety Code, the National Fire Protection Association Standards, the Occupational Safety and Health Administration ("OSHA"), and any other Applicable Laws. All fees, notices, permits, approvals, certifications, and licenses required for the installation, maintenance, and operation of the WFs shall be obtained and paid for by

the Wireless Provider, and proof of such shall be provided to the City upon request at no charge prior to the start of work.

3.8 Payment of Utility Charges. The Wireless Provider shall install or cause to be installed a separate electric meter on each City Pole for any utilities used by the Wireless Provider and shall be responsible for payment of all electricity and other utility charges related to the usage of the WF and street light. No secondary power supply (generator or battery; permanent or temporary) may be attached to a City Pole and/or within the ROW without prior written consent of the City pursuant to an approved or amended Site License. Any third-party equipment needed to service the WFs shall require separate permits. In the event of an emergency, maintenance, accident, or condition that causes the City to replace or remove any part of the WF, the Wireless Provider at its sole expense shall be responsible for reconnection of any disconnected utilities.

3.9 Concealment. Wireless Providers shall Conceal, as applicable, all pole-mounted, pad, and ground-mounted equipment used for Permitted Uses with required aesthetic features, such as canisters, screen walls, and landscaping, as approved by the City with each Site License. Concealment shall blend with or enhance the surrounding area with the use of artistic and/or architectural detail and shall take into account scale, form, texture, materials, and color. Concealment features shall be noted on the Site Plan and construction drawings submitted with each application.

4. Maintenance/Modifications

4.1 Maintenance Costs. Maintenance of WFs shall be performed by the Wireless Provider at its sole cost and expense. The Wireless Provider shall obtain the appropriate permits for work in the ROW (Special Use Permit for work on WF; Utility Permit for any work on ground mounted equipment) to access the City Poles and will also need to submit for a Barricade Permit (traffic control permit issued by Traffic Engineering), if applicable.

4.2 Correction of Violations. If the WFs are not placed and maintained in accordance with these Terms, and the Wireless Provider has not corrected any violation within thirty (30) days from its receipt of a written notice from the City (or such longer time as may be reasonable under the circumstances), the City may, at its discretion, correct the violation at the Wireless Provider's expense.

4.3 Approval Required for Modifications. Any upgrade and/or modification to the WFs other than a like replacement shall require specific approval from the City obtained in writing from the City Manager/Engineer or his designee.

5. Interference

5.1 No Interference. WFs shall only be used in a manner that will not cause interference, including, but not limited to, blocking or impeding access to the City Pole, electrical interference, RF interference, or mechanical interference to the City's and other users' use of the Pole, provided that such other users' installation predates the installation of the WFs. If applicable, the City will supply the Wireless Provider with a list of other users on any City Pole together with the respective transmission frequencies thereof.

5.2 Remedy Interference. The Wireless Provider shall not install, operate, or allow the use of equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the City's existing or future fire, emergency, or other communications equipment, methodology, or technology. The Wireless Provider shall be responsible to ensure compliance with this requirement by all persons using a City Pole or the ROW through or under the Wireless Provider.

5.2.1 In the event any such interference occurs, the Wireless Provider shall (i) remedy such interference as soon as possible but no later than within seventy-two (72) hours after receipt of written notice from the City, if required, or (ii) cease operation of the WFs until such interference is eliminated.

5.2.2 If such interference is not eliminated within the seventy-two (72) hour period, the City will have the right to take all necessary and reasonable steps, at the Wireless Provider's sole cost and expense, to disable the WFs to eliminate the interference.

5.3 Installation by the City or Third Parties. The City, or any other subsequent user of the City Pole or surrounding ROW within 500 feet of the Pole, will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference, as measured in accordance with then existing industry standards or the Guidelines, to the then existing equipment of the Wireless Provider.

5.4 No Liability of City for Interference. The City shall not have liability for any interference with the operation of WFs or a Wireless Provider's customer's equipment that may arise in any manner out of the Wireless Provider's use of City Poles or ROW.

6. City's Reserved Rights

6.1 Maintain Poles and Operate City Facilities. The City reserves the right to maintain its Poles and to operate City facilities on City Poles and within the ROW in such manner as will best enable it to fulfill its own service requirements, including but not limited to attachment of additional facilities to City Poles.

6.2 Relocation. If the City deems it necessary to relocate any of the WFs, the City may require the Wireless Provider to relocate the WFs to another location in the ROW that is comparable to the existing location. The Wireless Provider shall perform the relocation work at its own expense. If it fails to do so, the City may perform any part of the relocation work that has not been performed, and the Wireless Provider shall reimburse City its actual costs incurred in performing relocation work.

6.3 Abandonment of Removal of City Pole(s). The City reserves the right to abandon and remove any City Pole(s). The City shall give the Wireless Provider no less than one hundred eighty (180) days' notice of its intent to abandon a Pole. The City may offer to sell the Pole to the Wireless Provider at the then value thereof in which case the Wireless Provider shall have thirty (30) days from the date of the notice to purchase and remove the Pole. If the Wireless Provider has already paid for the Pole, there will be no charge for the Pole. If the Wireless Provider does not purchase and remove the Pole within the 30-day period, the Site License for the subject City Pole shall terminate, and unless the City notifies the Wireless Provider otherwise, the Wireless Provider shall immediately remove the WFs from the Pole. If the WFs are not timely removed, the City may remove them with no further notice to the Wireless Provider and charge the Wireless Provider for the City's costs incurred. The Wireless Provider shall immediately reimburse the City for these costs upon receipt of a written statement from the City.

6.4 Use by Third Parties. All Site Licenses shall be subject to the privilege to use City Poles as granted by the City to any third parties under prior Site Licenses, franchises, or other permissions, and the City reserves the right to continue, modify, and extend such attachment privileges and to approve future Site Licenses or other permissions authorizing third parties to attach Wireless Service and other facilities to City Poles and install them in the ROW.

6.5 Modify Terms. The City reserves the right to modify these Terms in order to bring them into compliance with Applicable Laws enacted in the future that would necessitate modification of these Terms.

6.6 "AS IS" Condition. The Wireless Provider is responsible for the study and inspection of the City-owned facilities, City Poles, and ROW to be utilized by the Wireless Provider and for determining the fitness for the use intended by the Wireless Provider. The City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with City-owned facilities, City Poles, or the ROW. The Wireless Provider accepts City Poles and the ROW in "AS IS" condition, without representation or warranty of any kind by the City, its officers, agents, or employees, and subject to all Applicable Laws governing the use of City-owned facilities, the City Poles, or ROW for the Permitted Uses allowed by the Site License.

7. Fees

7.1 Schedule of Fees. The Wireless Provider shall pay the City the fees set forth on the Schedule of Fees approved by the City of Surprise City Council on [INSERT DATE] by Ordinance/Resolution [INSERT NUMBER]. These fees are subject to change by further action of the City Council from time to time. The fees paid and collected by the City shall be consideration for the Wireless Provider's right to use the City Pole(s) or the ROW.

7.2 Application Fee. Wireless Providers shall pay the application fee shown on the Schedule of Fees when a Site License(s) application is submitted to the City.

7.3 Payment of Permit Fees. Wireless Providers shall pay all applicable permit fees at the time of issuance of a construction permit for each Site License, including, but not limited to, all applicable taxes, traffic control fees, and technology fees that are adopted by the City from time to time.

7.4 Payment in Advance. The fees shall be paid to the City in advance, on or before the anniversary date of the effective date of each Site License, without prior demand and without any deduction or offset whatsoever.

7.5 Nonrefundable. All fees paid are non-refundable.

7.6 Payment of Taxes. Wireless Providers shall pay all applicable city, county, and state taxes levied, assessed, or imposed by reason of the Wireless Services provided by the Wireless Provider. Such taxes are in addition to any non-tax amounts paid by the Wireless Provider to the City. The Wireless Provider consents to the disclosure of any and all information reported on the Wireless Provider's transaction privilege tax returns submitted to the City by authorizing and allowing the City's tax collector to release such information to the City Manager/Engineer or designees.

8. Term and Renewal

8.1 Term. A Site License shall be effective as of the date of issuance (the "Effective Date") and unless sooner revoked in accordance with the provisions of Section 14, shall continue in effect for a period of ten (10) years ("Term").

8.2 Renewal. A Site License shall be renewable for one additional Term of ten (10) years, upon mutual agreement, so long as the Wireless Provider and WFs are in compliance with these Terms, the Site License, and all Applicable Laws. The Parties shall be deemed to have elected to extend the Term, unless a Party provides written notice to the other Party to the contrary within at least ninety (90) days prior to the end of the original Term.

8.3 Return of Premises. When a Site License either expires or is terminated before expiration of the Term due to revocation or other earlier termination, the Wireless Provider shall be subject to all obligations under these Terms to restore and rehabilitate all City Poles and ROW used for the WFs to their former condition and utility.

8.4 Holding Over. In any circumstances whereby the Wireless Provider would remain in possession or occupancy of the Site or Use Areas after expiration of the Term (as extended, if applicable), such holding over shall not be deemed to operate as a renewal or extension of the Site License(s), but shall only create a use right from month-to-month that may be terminated at any time by the City upon thirty (30) days' written notice to the Wireless Provider, or by the Wireless Provider providing sixty (60) days' written notice to the City.

8.5 Termination by City. Notwithstanding anything contained herein to the contrary, the City shall have the unconditional right, with or without cause, to terminate any Site License for reasons including, but not limit to, street widening, ROW abandonment, or development that may impact the location of the WFs, upon one hundred eight (180) days' written notice given at any time after the first one hundred eighty (180) days.

8.6 Termination by Wireless Provider. The Wireless Provider shall have the unilateral right to terminate any Site License without cause upon thirty (30) days' written notice to the City. However, there is no right to terminate after an event of default by the Wireless Provider has occurred (or an event has occurred that would become a default after passage of time or giving of notice).

9. ROW Use Requirements

9.1 Submittal of Application and Fees. A Wireless Provider shall submit the applicable permit application(s) together with the details, plans, and specifications required for City review and approval, and pay all applicable application, review, and inspection fees prior to any and all construction work performed pursuant to the rights granted under a Site License. The Wireless Provider and/or its contractor(s) shall abide by all stipulations of the Site License(s) and permits issued.

9.2 Denial of Application. The City may approve or deny such permits based on the availability of space at the location(s) sought by the Wireless Provider, safety, and other considerations in accordance with the City of Surprise City Code, applicable ROW construction regulations, and other Applicable Laws. The determination of whether a City Pole or location is available or unavailable for the attachment or placement of a WF or whether Collocation is required shall be within the City's sole, but reasonable discretion.

9.3 Removal of Temporary Facilities. The Wireless Provider and/or its Wireless Infrastructure Provider or other contractor(s) shall, during installation or relocation or

removal of WFs, and upon completion of such work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site and public ROW in a safe, neat, and clean condition.

9.4 Responsibility for Use Area. The Wireless Provider and/or its contractor(s) shall be solely and completely responsible for the conditions of any Use Area or Site where WFs are being placed, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all Applicable Laws, including, but not limited to, OSHA regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

9.5 Repair of Damage. If the Wireless Provider damages City property, the Wireless Provider shall promptly, at its own expense, and in a manner acceptable to the City, repair the damage.

10. Traffic Control

10.1 Traffic Control Plan. If applicable, the Wireless Provider shall submit a Traffic Control Plan to Traffic Engineering for approval one week prior to beginning work under a Site License. The Wireless Provider shall not begin work until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of work, otherwise work will cease until an approved Traffic Control Plan is present onsite. All traffic shall be regulated in accordance with MAG standards, the City of Surprise Barricade Manual, latest edition, the Manual on Uniform Traffic Control Devices (MUTCD), and any other requirements of the City.

10.2 Responsibility for Traffic Control. The Wireless Provider shall have the full responsibility and liability for traffic control for work performed by the Wireless Provider or its contractors. In the event the Wireless Provider or its contractor(s) damages any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, it shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience, as pre-approved by the City. Any damage caused by the Wireless Provider or its contractor(s) that is repaired by the City will be billed to the Wireless Provider at two (2) times the cost.

10.3 Pedestrian Access. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the Americans with Disabilities Act and as approved by Traffic Engineering.

11. Insurance

11.1 Insurance Required in Advance. Prior to any access to City Poles, ROW, or any other City-owned property, the Wireless Provider shall procure and maintain for the

duration of the Site License insurance against claims for (i) bodily injury, sickness or disease, or death of any person other than the Wireless Provider's employees; (ii) damages insured by usual personal and advertising injury liability coverage; (iii) damages because of injury to or destruction of tangible property, including loss of use resulting from; (iv) products/completed operations; and (v) damages involving contractual liability insurance applicable to the Wireless Provider's indemnity obligations under these Terms. Such insurance shall cover claims as may be occasioned by the operations, act, omission, or negligence of the Wireless Provider or its officers, agents, representatives, employees, or contractors during all times that the Site License(s) is in effect and/or the WTFs are on the City Poles. Insurance limits are inclusive of umbrella coverage.

11.2 Licensed Insurance Companies. Without limiting any obligations or liabilities, the Wireless Provider, at its sole expense, shall purchase and maintain the insurance specified below with companies duly licensed, authorized, or permitted or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best, Inc., rating of not less than A-VII.

11.3 Required Insurance Coverage.

11.3.1 Commercial general liability insurance with a limit of \$5,000,000 per occurrence, with a \$5,000,000 general aggregate limit. The policy shall be primary and include coverage for bodily injury, property damage, personal and advertising injury, products, completed operations, and blanket contractual liability, which coverage will be at least as broad as Insurance Services Office Inc. policy form or equivalent thereof, including but not limited to severability of interests and waiver of subrogation clauses.

11.3.2 Worker's compensation insurance in compliance with the statutory requirements of the state of operation and employer's liability insurance with a limit of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

11.3.3 Commercial automobile liability insurance with a combined single limit for bodily injury and property damages of \$2 million per each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of the Wireless Provider's work. Coverage shall be at least as broad as coverage Symbol 1 "any auto" (Insurance Service Office policy form CA 0001 or any replacements thereof).

11.3.4 Unless waived by the City's Risk Management Division in writing, all risk property insurance covering damage to or destruction of all real and personal improvements to the Right-of-Way, including without limitation, all improvements

existing upon the Right-of-Way prior to this Agreement or hereafter constructed in an amount equal to full replacement costs of all such improvements. Such insurance shall be special causes of loss policy form including perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood.

11.4 City as Additional Insured. The insurance coverage, except for workers compensation and employer's liability, and property insurance, required by this Agreement, shall include the City, its directors, officials, employees and officers, as additional insureds as their interest may appear under this Agreement. This provision and inclusion of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

11.5 Duty to Maintain Coverage. All insurance required herein shall be maintained in full force and effect while any Site License is effective and until the Wireless Provider has completed all removal and restoration obligations. Failure to do so shall constitute a material breach of these Terms and can be a cause for revocation of a Site License.

11.6 Insurance Primary. The Wireless Provider's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

11.7 Claims Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City. The Wireless Provider shall promptly furnish the City's Risk Management Division with copies of any accident or incident report(s) sent to the Wireless Provider's insurance carriers covering accidents/incident occurring in connection with and/or as a result of actions taken by the Wireless Provider or its contractor(s) pursuant to a Site License.

11.8 Waiver of Subrogation. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Wireless Provider's acts, mistakes, omissions, work, or services.

11.9 Deductibles. The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of the Wireless Provider who shall be solely responsible for deductible and/or self-insurance retention.

11.10 Certificates of Insurance. Within ten (10) days after issuance of any Site License, the Wireless Provider shall furnish to the City certificates of insurance with blanket additional insured endorsements issued by the Wireless Provider's insurer(s) as

evidence that policies providing the required coverages, conditions, and limits are in full force and effect and obtain reasonable approval of such certificates from City. Notwithstanding the foregoing, no Site Licenses may be executed and the Wireless Provider may not perform any work pursuant to a Site License until a certificate of insurance is provided to the City. Such certificates shall include the blanket additional insured endorsement(s). Such certificates and all subsequent renewals that are required shall be sent directly to:

Procurement Manager
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: 623.222.1857

11.11 Increase of Required Insurance. By written notice to the Wireless Provider, the City may elect to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that the City reasonably determines to affect the reasonable amount of insurance to be provided.

11.12 No Limitation on Payment of Damages. Nothing contained in these insurance requirements shall be construed as limiting the extent of the Wireless Provider's responsibility for payment of damages resulting from the Wireless Provider's use of a City Pole, ROW, or other City-owned property, or limiting or diminishing the Wireless Provider's obligation to indemnify, defend, and hold harmless the City as set forth in Section 12.

11.13 Notice of Cancellation. Upon receipt of notice from its insurer(s), the Wireless Provider shall endeavor to provide the City with thirty (30) days' prior written notice of cancellation of any coverage required herein.

11.14 Expiration. If a policy does expire during the term of any of the Wireless Provider's Site Licenses, a renewal certificate(s) must be sent directly to the City's Risk Management prior to the expiration date.

11.15 Contractor's Insurance. The Wireless Provider shall require all contractors to obtain and maintain substantially the same coverage with substantially the same limits as required of the Wireless Provider and provide separate certificates of insurance and additional insured endorsements.

12. Indemnity

12.1 To the fullest extent permitted by law, the Wireless Provider shall pay, indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, successors, and assigns ("Indemnified Parties), for, from, and against any and

all claims related to or arising from the Wireless Provider's use of City Poles, the ROW, or any other City-owned facilities (including, without limitation, the negligence, gross negligence, or intentional misconduct of the Wireless Provider and/or its employees, contractors, and/or agents in connection therewith) (collectively, the "Indemnity").

12.2 Without limitation, this indemnification shall include and apply to any and all claims that may arise in any manner out of any use by the Wireless Provider or its contractors of the ROW or other property related to a Site License, or any actions, acts, errors, mistakes, or omissions relating to work or services in the performance of or related to a Site License by the Wireless Provider or its contractor(s), including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the ROW or surrounding areas related to a Site License. However, the Indemnity shall not include claims, liability, harm, or damage caused by the negligence, gross negligence, or willful misconduct of the City or any other Indemnified Party.

12.3 To the extent any provision of the Indemnity is not fully enforceable against the Wireless Provider for any reason whatsoever, the Indemnity shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12.4 The Indemnity shall also include and apply to any environmental injury, personal injury, or other liability relating to the Wireless Provider's use of the ROW or any other City-owned property under a Site License or from the Wireless Provider's non-compliance with the Site Plan, Site License, or any Applicable Law.

12.5 The Wireless Provider shall promptly notify the City in writing of any claims, demands, or lawsuits which may name or involve the Wireless Provider and/or name or involve the City in relation to a Site License and provide copies of all relevant accident reports, incident reports, statements, or other documents that are relevant to the claims, demands, or lawsuits, or which may lead to the discovery of relevant materials or information, in the possession of the Wireless Provider, its employees, agents, contractors, and/or others.

12.6 The Wireless Provider shall make its employees, agents, and contractors available to the City to gather any relevant information relating to an incident, which results in a claim, demand, or lawsuit which may involve the Wireless Provider and/or the City in relation to a Site License.

12.7 It is the purpose of the Indemnity to provide maximum indemnification to the City and, in the event of a dispute, the Indemnity shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by the Wireless Provider against any and all claims, demands, or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of

the case that the damages either arose only from the City's active negligence or intentional acts or that the City was comparatively at fault for the damages.

12.8 The amount and type of insurance coverage requirements set forth in these Terms will in no way be construed as limiting the scope of the Indemnity.

12.9 The obligations set forth in the Indemnity shall survive completion of the work, revocation, termination, or expiration of the Site License.

13. Limitation of Liability

13.1 Under no circumstances shall the City be liable to the Wireless Provider for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, whether under theory of contract, tort (including negligence, strict liability or otherwise), or in equity.

13.2 The Wireless Provider expressly acknowledges that the WFs are exposed to many risks beyond the reasonable control of the City, including acts of God or the public enemy, such as but not limited to, wind, rain, sleet, ice, floods, fire, riots, sabotage, expropriation, confiscation of facilities, or exercise of the power of eminent domain by a governmental entity other than the City. The Wireless Provider shall assume all risk of loss to WF that may arise in connection with these hazards and occurrences.

13.3 The Wireless Provider acknowledges and agrees that the Wireless Provider bears all risk of loss or damage to the WFs installed on the City Poles or ROW pursuant to its Site License from any cause, except for the cost of repairs to damaged WFs to the extent caused by the negligence or willful misconduct of the City and not covered by the Wireless Provider's insurance.

14. Revocation by the City

14.1 The City may revoke a Site License upon thirty (30) days written notice if the Wireless Provider neglects or refuses to comply with any of the provisions of the Site License or these Terms beyond all applicable cure periods. The Wireless Provider shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and the Wireless Provider commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

14.2 A Site License shall terminate and be revoked, without notice, (i) upon the institution by or against the Wireless Provider of an insolvency, receivership, or bankruptcy proceeding or any other proceedings for the settlement of the Wireless

Provider's debts, (ii) upon the Wireless Provider making an assignment for the benefit of creditors, or (iii) upon the Wireless Provider's dissolution or ceasing to do business.

14.3 Upon revocation of a Site License, the Wireless Provider shall remove all WFs from the City Poles and the ROW within thirty (30) days of such revocation or termination, unless the City expressly agrees in writing to a longer time period, and to pay any fees then due and owing under the Site License or these Terms. The Wireless Provider's responsibility and obligation to indemnify and hold harmless the City, as required by Section 12, and duty to reimburse the City for all costs, expenses, and losses incurred by City shall survive revocation of a Site License.

14.4 In the event that the Wireless Provider fails to timely remove the WFs from the City Pole(s), the ROW, or other City-owned property, the City shall have the right, to remove the remaining WFs, in which event such equipment may be retained by City without accounting to the Wireless Provider therefore, and the expense of such removal and repairs shall be charged to and paid by the Wireless Provider without credit for the value, if any, of such WFs. If the WFs are attached to a third-party owned pole, the City will only remove the non-pole-attached portions of the WF.

14.5 Revocation of any Site License shall not affect the Wireless Provider's liabilities and obligations incurred under such Site License prior to the effective date of such revocation.

15. No Assignment

15.1 Each Site License is personal to the Wireless Provider and is for the Wireless Provider's use only. The Wireless Provider shall not assign, transfer, lease, sublicense, share with, convey, or resell to a third-party, any such space or rights granted hereunder without the express written consent of the City. Any unauthorized assignment, transfer, lease, sublicense, or sale of a Site license shall be void and not merely voidable.

15.2 In connection with any assignment/transfer approved by the City, the License shall pay to the City in advance the sum of Two Thousand Dollars (\$2,000.00) as a nonrefundable fee for legal, administrative, and other expenses related to every assignment/transfer.

15.3 Payment of any outstanding fees and/or any applicable attachment fee will need to be paid either by the Wireless Provider or the approved assignee or transferee before any permits will be issued.

16. No Liens

16.1 The Wireless Provider shall not do or allow or cause anything to be done whereby the City's Poles, ROW, or other City-owned property may be encumbered by a

construction lien or any other type of lien. Notice is hereby given that the City will not be liable for any labor or materials furnished to the Wireless Provider on credit, and that no construction or other lien for any such labor or materials shall attach to or affect the City's interest in and to the City's Poles, ROW, or other City-owned property.

16.2 If any lien is filed against any City-owned property, the Wireless Provider shall discharge the lien or bond the lien off in a manner reasonably satisfactory to the City within thirty (30) days after the Wireless Provider receives written notice that the lien has been filed. The Wireless Provider shall immediately provide the City a copy of any written notice when received. The Wireless Provider shall indemnify, defend, and hold harmless the City from all claims, demands, costs, and liabilities, including reasonable attorney's fees and costs, in connection with or arising out of any such lien or claim of lien.

17. Contractors

17.1 The Wireless Provider shall only engage Wireless Infrastructure Providers and other contractors licensed by the Arizona Registrar of Contractors, pursuant to State law, to perform any work on City Poles or work within the ROW.

17.2 The Wireless Provider shall be responsible for ensuring that the work of Wireless Infrastructure Providers and other contractors is performed consistent with these Terms and Applicable Laws, shall be responsible for acts or omissions of its Wireless Infrastructure Providers and other contractors to the same degree it is responsible for the acts of its employees, shall be responsible for promptly correcting acts or omissions by any Wireless Infrastructure Providers or other contractor, and shall implement a quality control program to ensure that the work contemplated by the Site License is performed.

18. Hazardous Substances

Neither the Wireless Provider nor any Wireless Infrastructure Providers or any other contractor engaged by the Wireless Provider shall produce, dispose, transport, treat, use, generate, or store any Hazardous Substances on, under, about, or within the Site or Use Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act., 42 U.S.C. § 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. or any other federal, state, county, or local law or regulation. The Wireless Provider and any Wireless Infrastructure Providers or other contractor may not use the ROW in a manner that would require a permit or approval related to Hazardous Substances from the Arizona Department of Health Services or any governmental agency other than the City. The Wireless Provider will pay, indemnify, defend, and hold City harmless against any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Wireless Provider or any Wireless Infrastructure Provider or other

contractor engaged by the Wireless Provider and must immediately notify City of any Hazardous Substance at any time discovered or existing upon the ROW. The Wireless Provider and any Wireless Infrastructure Provider or other contractor will ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of Hazardous Substance will be performed by persons who are properly trained, authorized, licensed, and otherwise permitted to perform those services.



SURPRISE
ARIZONA

WIRELESS FACILITIES ZONING TEXT AMENDMENT

MAYOR AND CITY COUNCIL – JANUARY 16, 2018

BACKGROUND

2004 – City Adopts First Wireless Ordinance

2015 – Revision to Accommodate Spectrum Act

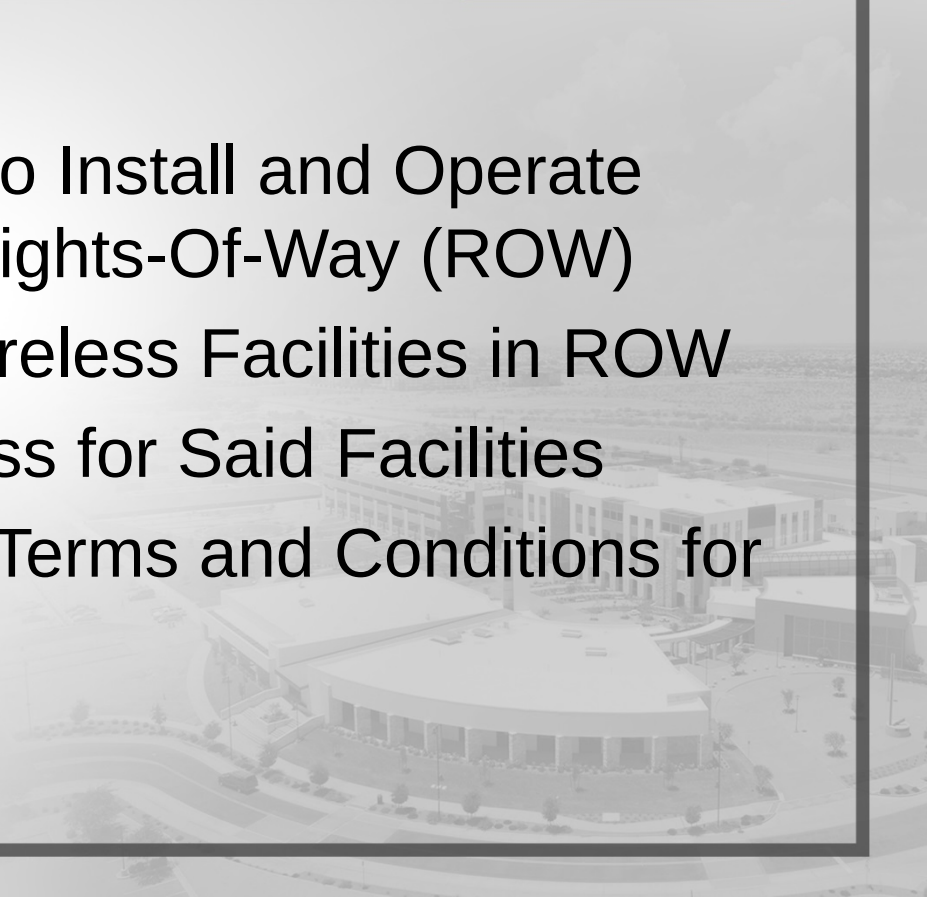
2017 – House Bill 2365 Adopted





HB 2365

- Allows Wireless Providers to Install and Operate Wireless Facilities in City Rights-Of-Way (ROW)
- Sets Maximum Fees for Wireless Facilities in ROW
- Provides Application Process for Said Facilities
- Requires Establishment of Terms and Conditions for Wireless Providers





HB 2365

- Most Applications are Exempt From Zoning Review
- Provides Time Frames for Completeness and Action on Applications
- Allows City to Require **Reasonable** Appearance and Concealment Requirements



TEXT AMENDMENT

Definitions

Wireless Facilities

Monopoles

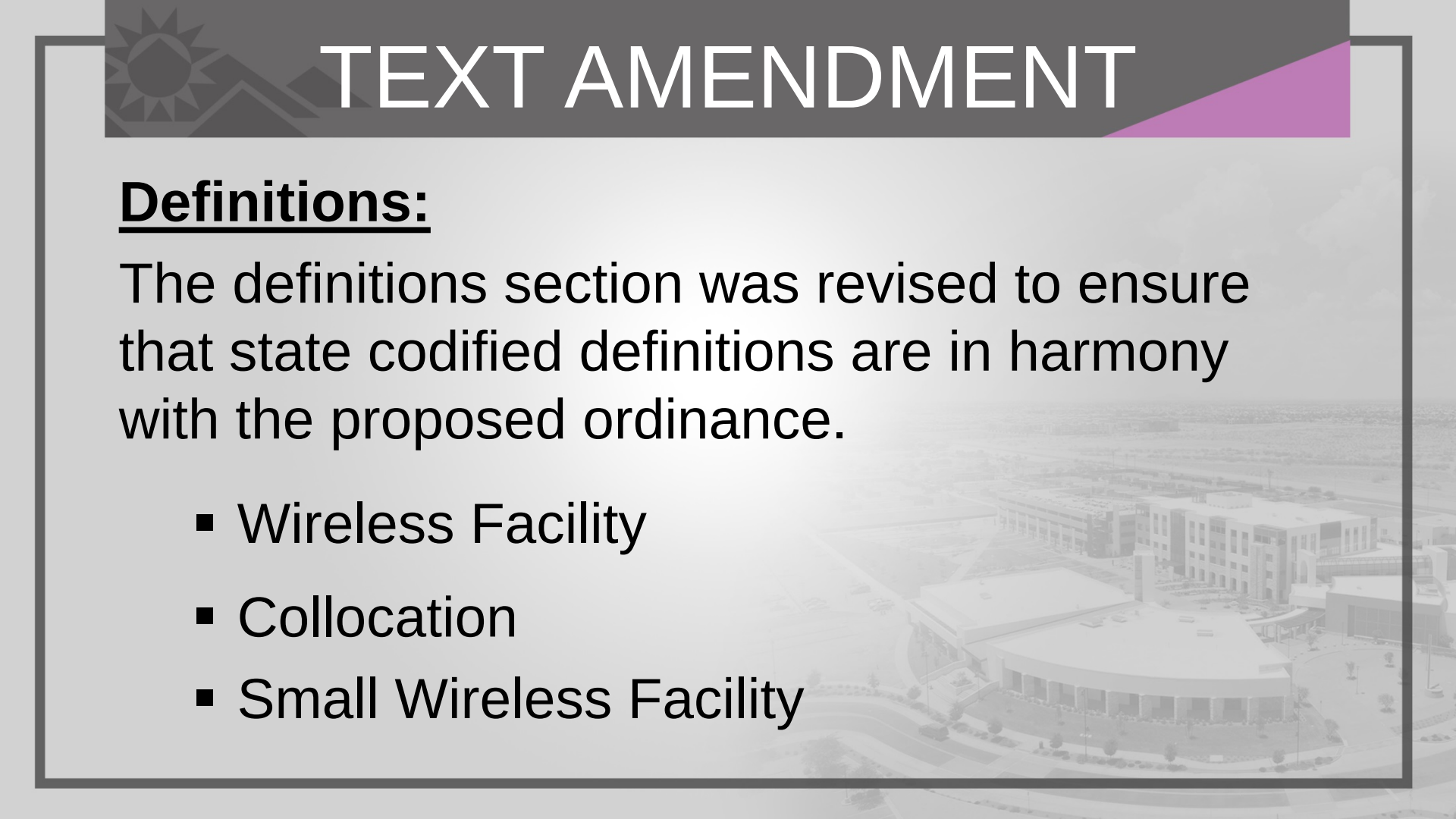
Alternative Wireless Facility Locations

Small Wireless Facilities (SWFs)

Cellular On Wheels (COWs)

Amateur Radio Antennae





TEXT AMENDMENT

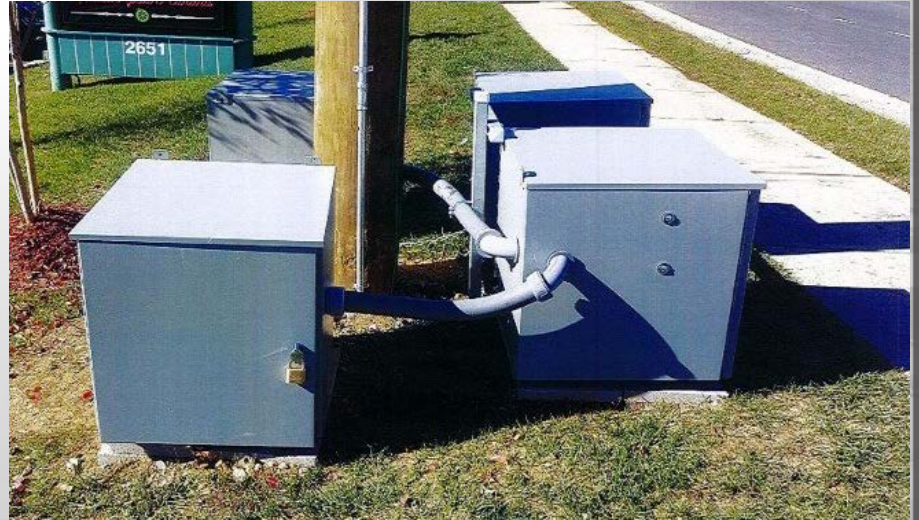
Definitions:

The definitions section was revised to ensure that state codified definitions are in harmony with the proposed ordinance.

- Wireless Facility
- Collocation
- Small Wireless Facility

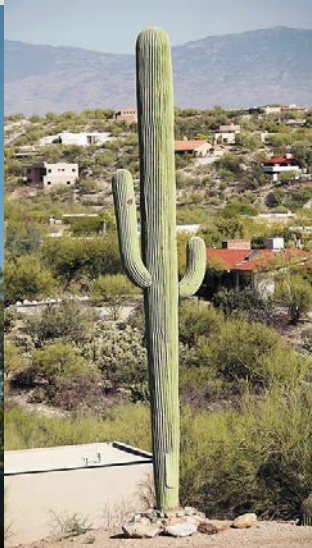
TEXT AMENDMENT

- **Wireless Facilities:** This section includes regulations common for all Wireless Facilities such as base stations, appeals, and discontinuation of use.



TEXT AMENDMENT

Monopoles: These facilities include regulations for camouflaged structures such as monopalms, monocactus, and monoevergreen Facilities.

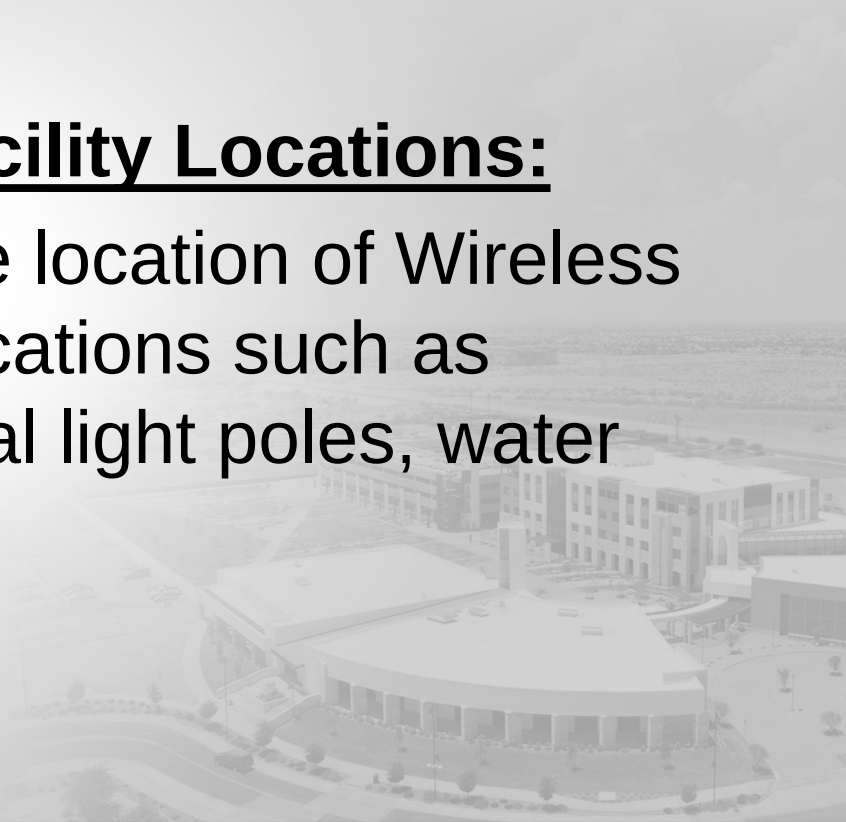




TEXT AMENDMENT

Alternative Wireless Facility Locations:

This section regulates the location of Wireless Facilities in alternative locations such as building roofs, recreational light poles, water tank facilities.



TEXT AMENDMENT

Alternative Wireless Facility Locations:

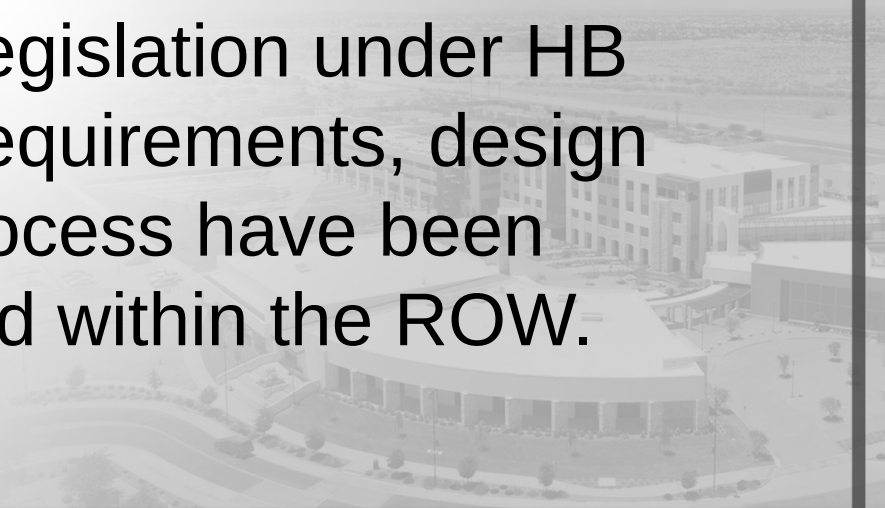




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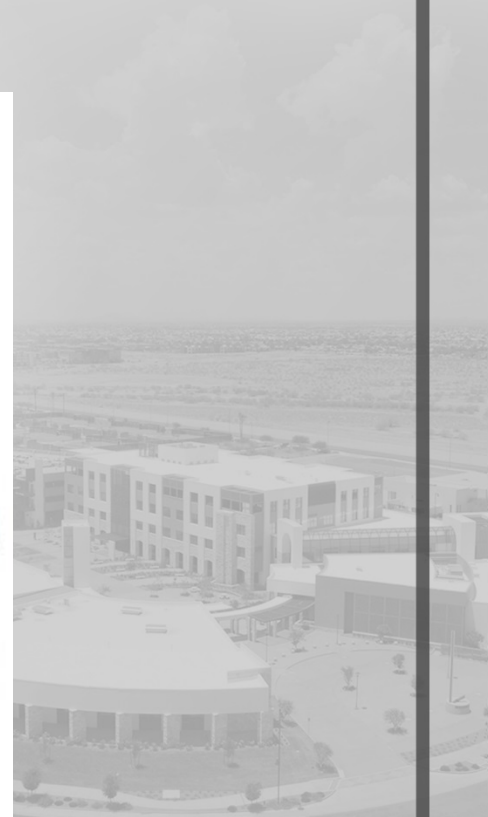
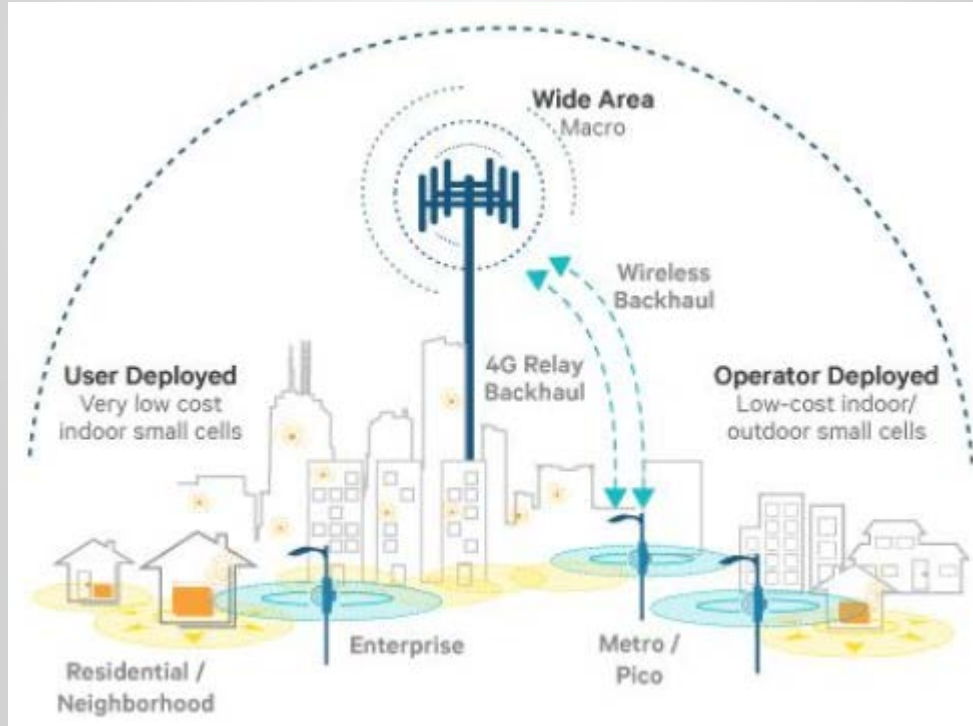
Small Wireless Facilities (SWFs):

Previously listed in the SUDC as small cells, the language of this section was modified to meet recently approved state legislation under HB 2365. Timing, submittal requirements, design standards, and review process have been modified for SWFs located within the ROW.



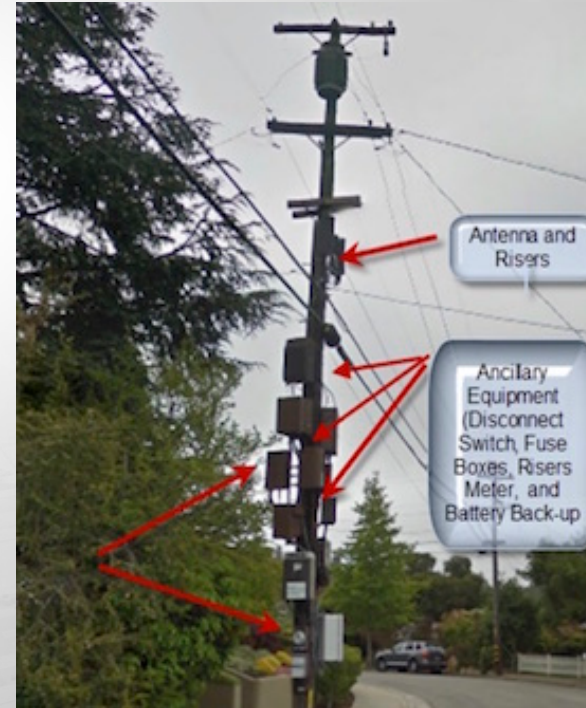
TEXT AMENDMENT

Small Wireless Facilities (SWFs):



TEXT AMENDMENT

SWF: Previous Aesthetics

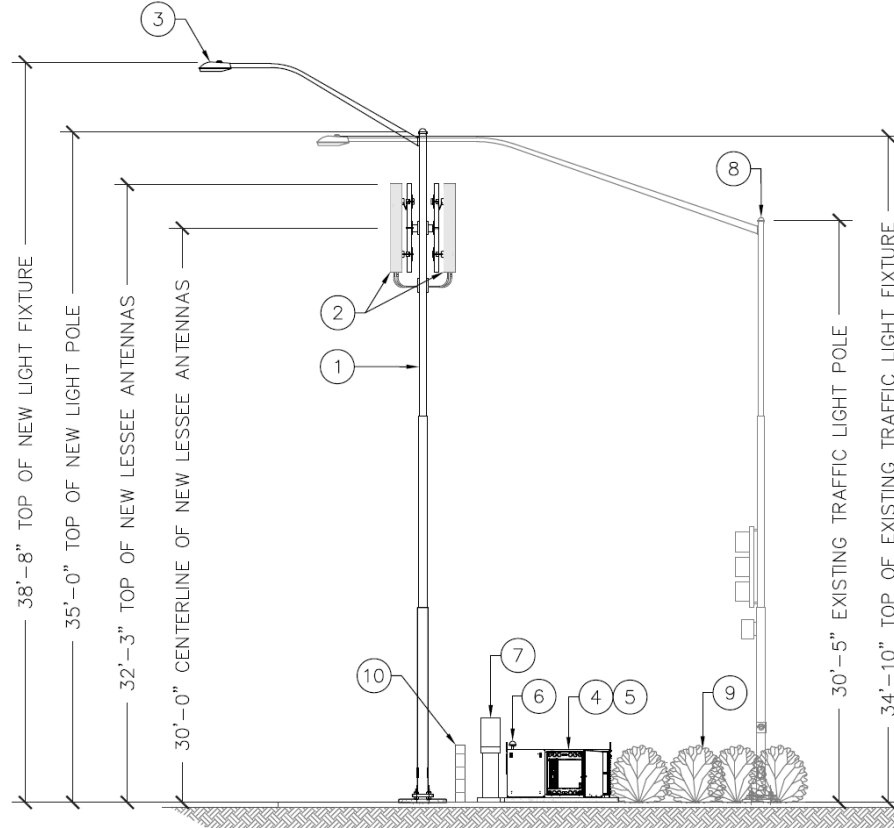


TEXT AMENDMENT

SWF: Current Aesthetics



TEXT AMENDMENT



TEXT AMENDMENT

Cellular On Wheels (COWs):

COWs are utilized in situations such as when wireless facilities are under construction, Special events such as concerts and sporting events, and emergency events.



TEXT AMENDMENT

Amateur Radio Antennae: The Proposed Language Allows for 35 foot high antennae. Larger Antennae would require a Conditional Use Permit (CUP) to allow public input.





NEXT STEPS

December 18, 2017: A Citizen Review meeting was held at City Hall

December 19, 2017: Discussion with Mayor and City Council during workshop on HB 2365, technical information about SWF technology, the Zoning Text Amendment, and Terms and Conditions.

December 21, 2017: Presentation with public hearing to the Planning and Zoning Commission regarding the Zoning Text Amendment for Wireless Facilities

January 16, 2018: Discussion and action on Zoning Text Amendment, Master License Agreement, and Terms and Conditions for small wireless facilities.

February 5, 2018: Discussion and action on the fee schedule for wireless facilities in the ROW to be enacted as an emergency measure due to the statutory deadline imposed by HB 2365



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date: January 16, 2018

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Internal

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Consideration and action to select a Vice Mayor for 2018.

Motion:

I move to select _____ to serve as Vice-Mayor for 2018.

Background:

Sec. 2-41. - Vice-mayor; selection and role.

(a) Eligibility. Any council member, other than the mayor, may serve as vice-mayor, whether or not the member has served as vice-mayor previously.

(b) Selection.

(1) Not later than January 30th of each year, the city council shall select one of its members, other than the mayor, to serve as vice-mayor. The member selected as vice-mayor will serve as such until the member resigns the office, vacates council, or is replaced by another member as vice-mayor.

(2) Any council member may nominate any council member, including him/herself, to serve as the vice-mayor. All nominations must occur prior to voting. The council must vote by written ballot. The candidate receiving a majority of the votes cast will serve as vice-mayor. In the event that no candidate receives a majority of votes cast, the two candidates receiving the highest number of votes will be considered in a run-off vote. Voting must be repeated until a vice-mayor is selected. The meeting may not adjourn or recess until a vice-mayor is selected.

(c) [Absence or inability to perform duties.] The vice-mayor will perform the duties of the mayor in the absence or inability of the mayor to perform his or her duties. In the absence or inability of the vice-mayor to perform the duties of the mayor, the most senior council member will perform the duties of mayor/vice-mayor. Seniority is determined by the then current number of consecutive years the member has served on the council.

(Ord. No. 2013-09, 2(Exh. A), 11-12-2013)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	January 16, 2018	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance	District:	1
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion pertaining to the FY2018 Financial Status Report through October 2017.

Motion:

Discussion only, there is no action.

Background:

This update will review the financial activity through the month of October 2017.

Objective Analysis:

The comparison of the actual financial activity to the plan laid out in the budget helps the City to determine the current financial position. This will allow for better short and long term financial planning as the current fiscal year is underway and the planning for the next budget begins.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

The attached presentation provides an update of the year to date revenue and expenditures for the general fund.

Budget Impact:

This item does not amend the current fiscal year budget. There will be discussion of the city's financial performance to-date.

FTE Impact:

This item does not change the full time equivalent position count.

ATTACHMENTS:

Click to download

- ☐ [OCTOBER 2017 GRANT REPORT](#)
 - ☐ [20180116 FY18 FINANCIAL STATUS REPORT](#)
-



Sales and Use Tax
Fiscal Year to Date as of October 2017

General Fund	2016 Actual	2017 Actual	2018 Actual	Actual 2018 to 2017 \$ Variance	% Variance	2018 Budget	Actual to Budget 2018 \$ Variance	% Variance
Retail	3,853,355	4,511,810	4,824,692	312,882	7%	4,471,168	353,524	8%
Vehicles	1,744,507	2,045,264	2,487,271	442,007	22%	2,169,383	317,888	15%
Communications/Utilities	2,254,531	1,966,436	2,063,013	96,578	5%	1,948,715	114,298	6%
Contracting	1,250,000	1,250,000	1,250,000	0	0%	1,250,000	0	0%
Restaurant/Bar	1,748,640	2,013,428	2,252,751	239,323	12%	1,995,285	257,467	13%
Real Estate/Rental & Leasing	1,376,932	1,396,557	1,578,902	182,344	13%	1,384,000	194,901	14%
Arts/Entertainment	192,165	125,892	121,588	(4,304)	-3%	124,756	(3,168)	-3%
Hotel/Motel	132,735	138,295	151,302	13,006	9%	137,052	14,250	10%
Transient Lodging	35,059	37,436	40,677	3,241	9%	36,036	4,641	13%
Auditing	30,013	1,750	450	(1,300)	-74%	0	450	0%
Use Tax	289,295	254,501	338,116	83,615	33%	252,198	85,918	34%
Other Tax Activity	371,869	71,831	73,799	1,969	3%	71,196	2,603	4%
Total General Fund	13,279,101	13,813,200	15,182,562	1,369,361	10%	13,839,790	1,342,772	10%
Percentage of change from prior period		4%	10%					
Transportation Improvement Fund (1.5% tax rate)	1,226,851	1,038,579	1,005,538	(33,042)	-3%	701,283	304,254	43%
Percentage of change from prior period		-15%	-3%					
General Capital Fund (2.2% tax rate)	549,382	273,250	224,789	(48,461)	-18%	149,586	75,203	50%
Percentage of change from prior period		-50%	-18%					
Tourism Fund - Bed Tax (3.52% tax rate)	53,290	131,774	143,182	11,408	9%	126,848	16,335	13%
Percentage of change from prior period		147%	9%					
Total All Funds	15,108,625	15,256,803	16,556,070	1,299,267	9%	14,817,507	1,738,563	12%

FY2017 amounts for General Fund categories, excluding contracting and transient lodging, were updated to include ADOR's implementation of location based and business code reporting.

General Fund

Retail (2.2% tax rate) - tax collections from large and small retail stores, discount department stores, warehouse clubs, and supercenters.

Vehicles (2.2% tax rate) - tax collections from vehicle sales.

Communication/Utilities (2.2% tax rate) - tax collections from businesses that provide telecommunications (landlines and cellular), electricity, gas, and water services.

Contracting (2.2% of the 3.7% contracting tax rate) - tax collections from businesses engaging in construction activity, (e.g., landscaping, painting, flooring installation, siding, roofing, concrete, plumbing, heating, framing, drywall, infrastructure, masonry, finish carpentry).

Restaurant and Bar (3.2% tax rate) - tax collections from restaurants, bars and caterers.

Real Estate, Rental & Leasing (2.2% tax rate) - tax collections from rental income of commercial and residential real property, and personal property rentals (e.g., rentals of formal wear, DVD's, home health equipment, recreational goods, electronics, appliances).

Arts and Entertainment (2.2% tax rate) - tax collections from businesses that charge admission for exhibition, amusement, or entertainment, (e.g., gym memberships, golf courses, athletic and dance instruction, movie theatres).

Hotel/Motel (2.2% tax rate) - tax collections from the activity of renting lodging space on a short-term basis and other activities provided at the hotel/motel.

Transient Lodging (1% of the 4.52% transient lodging tax rate) - tax collections from the activity of charging for lodging and/or lodging space furnished to any transient for less than thirty consecutive days, and is in addition to the hotel/motel tax rate of 2.2%.

Auditing - payments from tax audits conducted by in house and contract auditors.

Use Tax (2.2% tax rate) - tax collections from goods and products that are used or stored in the City where sales tax was not paid when purchased.

Other Tax Activity (2.2% tax rate) - tax collections from business license fees, advertising, feed at wholesale, job printing, manufactured buildings, old business codes, and maintenance, repair, replacement or alteration projects (MRRA).

Dedicated Funds

Transportation Improvement (1.5% of the 3.7% contracting tax rate)

The transportation improvement fund is established to provide for the collection and expenditure of the dedicated 1.5% local construction transaction tax adopted by the Mayor and Council through ordinance 05-13. This tax is dedicated for the improvement of existing roadway corridors and the related costs of the construction of new roadways.

General Capital (2.2% of the 3.7% contracting tax rate)

The first \$1.25 million received in revenues from the 2.2% transaction privilege tax on construction will be retained in the General Fund. Any additional amount will be recorded in the General Capital Fund and will be used to fund the Capital Improvement Plan.

Tourism (3.52% of the 4.52% transient lodging tax rate)

Ordinance No. 2015-10 increased the tax rate to 4.52% with 3.52% recorded in the Tourism Fund. Mayor and City Council has designated that 75% will be allocated to Sports Tourism Facility Development/Facility Improvement and 25% will be allocated to Special Events/Marketing/Studies.



Transaction Privilege Tax Report of Accommodation by Month

Hotel Motel

Tax Collected	Reported to State	Reported to City	FY2014	FY2015	FY2016	*FY2017	FY2018	5 YR Average FY2014 - FY2018
Jul	Aug	Sep	\$ 19,645	\$ 17,682	\$ 16,928	\$ 21,297	\$ 31,513	\$ 21,413
Aug	Sep	Oct	\$ 19,858	\$ 24,363	\$ 24,829	\$ 23,264	\$ 26,213	\$ 23,705
Sep	Oct	Nov	\$ 25,992	\$ 30,945	\$ 31,473	\$ 35,342	\$ 38,405	\$ 32,431
Oct	Nov	Dec	\$ 18,586	\$ 52,349	\$ 59,506	\$ 58,393	\$ 55,171	\$ 48,801
Nov	Dec	Jan	\$ 61,772	\$ 41,435	\$ 44,780	\$ 46,760		\$ 48,687
Dec	Jan	Feb	\$ 43,701	\$ 43,753	\$ 49,646	\$ 36,930		\$ 43,507
Jan	Feb	Mar	\$ 43,414	\$ 23,111	\$ 50,389	\$ 33,947		\$ 37,715
Feb	Mar	Apr	\$ 51,074	\$ 85,180	\$ 67,284	\$ 77,765		\$ 70,326
Mar	Apr	May	\$ 70,001	\$ 80,525	\$ 90,729	\$ 91,488		\$ 83,186
Apr	May	Jun	\$ 34,916	\$ 32,169	\$ 39,894	\$ 44,009		\$ 37,747
May	Jun	Jul	\$ 25,429	\$ 28,916	\$ 26,763	\$ 29,185		\$ 27,573
Jun	Jul	Aug	\$ 19,937	\$ 20,246	\$ 22,958	\$ 23,917		\$ 21,765
TOTAL			\$ 434,326	\$ 480,674	\$ 525,179	\$ 522,296	\$ 151,302	\$ 496,856

*Hotel and Motel amounts for FY2017 were updated to include AZ Dept. of Revenue's implementation of location based and business code reporting

Transient Lodging

Tax Collected	Reported to State	Reported to City	FY2014	FY2015	FY2016	*FY2017	FY2018	5 YR Average FY2014 - FY2018
Jul	Aug	Sep	\$ 15,995	\$ 11,744	\$ 31,002	\$ 35,321	\$ 50,396	\$ 28,892
Aug	Sep	Oct	\$ 12,937	\$ 16,747	\$ 9,222	\$ 24,356	\$ 37,041	\$ 20,061
Sep	Oct	Nov	\$ 14,652	\$ 17,452	\$ 18,222	\$ 38,396	\$ 44,062	\$ 26,557
Oct	Nov	Dec	\$ 14,316	\$ 25,420	\$ 29,903	\$ 71,136	\$ 52,360	\$ 38,627
Nov	Dec	Jan	\$ 20,966	\$ 24,210	\$ 42,957	\$ 56,159		\$ 36,073
Dec	Jan	Feb	\$ 30,681	\$ 23,112	\$ 52,789	\$ 43,260		\$ 37,460
Jan	Feb	Mar	\$ 25,482	\$ 55,130	\$ 63,003	\$ 67,301		\$ 52,729
Feb	Mar	Apr	\$ 35,185	\$ 53,564	\$ 86,084	\$ 98,560		\$ 68,348
Mar	Apr	May	\$ 58,376	\$ 65,790	\$ 131,787	\$ 150,918		\$ 101,718
Apr	May	Jun	\$ 27,544	\$ 22,092	\$ 55,825	\$ 69,245		\$ 43,676
May	Jun	Jul	\$ 21,952	\$ 24,125	\$ 35,250	\$ 47,870		\$ 32,299
Jun	Jul	Aug	\$ 15,877	\$ 21,607	\$ 41,187	\$ 36,092		\$ 28,691
TOTAL			\$ 293,964	\$ 360,993	\$ 597,231	\$ 738,613	\$ 183,859	\$ 515,131

*No changes have been made to Transient Lodging amounts



Transaction Privilege Tax Report of Restaurant and Bar by Month

Tax Collected	Reported to State	Reported to City	FY2014	FY2015	FY2016	*FY2017	FY2018	5 YR Average FY2014 - FY2018
Jul	Aug	Sep	\$ 346,076	\$ 370,435	\$ 402,510	\$ 502,873	\$ 517,688	\$ 427,917
Aug	Sep	Oct	\$ 371,486	\$ 393,533	\$ 430,056	\$ 482,560	\$ 551,570	\$ 445,841
Sep	Oct	Nov	\$ 364,346	\$ 433,656	\$ 434,876	\$ 496,508	\$ 588,019	\$ 463,481
Oct	Nov	Dec	\$ 402,986	\$ 410,955	\$ 481,198	\$ 531,487	\$ 595,474	\$ 484,420
Nov	Dec	Jan	\$ 423,043	\$ 473,106	\$ 487,777	\$ 545,694		\$ 482,405
Dec	Jan	Feb	\$ 438,338	\$ 469,465	\$ 522,687	\$ 602,045		\$ 508,134
Jan	Feb	Mar	\$ 436,637	\$ 460,847	\$ 491,380	\$ 621,598		\$ 502,616
Feb	Mar	Apr	\$ 490,692	\$ 532,431	\$ 547,841	\$ 614,354		\$ 546,329
Mar	Apr	May	\$ 614,719	\$ 607,926	\$ 675,027	\$ 800,846		\$ 674,630
Apr	May	Jun	\$ 466,620	\$ 506,791	\$ 545,300	\$ 650,128		\$ 542,210
May	Jun	Jul	\$ 463,010	\$ 510,135	\$ 481,777	\$ 597,185		\$ 513,027
Jun	Jul	Aug	\$ 444,832	\$ 431,220	\$ 436,037	\$ 540,675		\$ 463,191
TOTAL			\$ 5,262,786	\$ 5,600,500	\$ 5,936,467	\$ 6,985,953	\$ 2,252,751	\$ 6,054,200

*Restaurant and Bar amounts for FY2017 were updated to include AZ Dept. of Revenue's implementation of location based and business code reporting



SURPRISE
ARIZONA

FY2018 Financial Status Update

**City Council Meeting
January 16, 2017**

FY2018 General Fund Resources

Category	Budget Thru Oct	Actual Thru Oct	\$ Variance	% Variance
Local Sales Tax	\$ 13.8	\$ 15.2	\$ 1.4	10%
Intergovernmental	10.2	11.4	1.2	12%
Charges for Services/Other	2.1	4.2	2.1	100%
Property Tax	2.4	3.4	1.0	42%
Franchise Fees	1.7	1.5	(0.2)	(12%)
Transfers In	2.1	2.1	-	0%
Total	\$ 32.3	\$ 37.8	\$ 5.3	17%

Amounts in millions

*Unaudited

Local Sales Tax



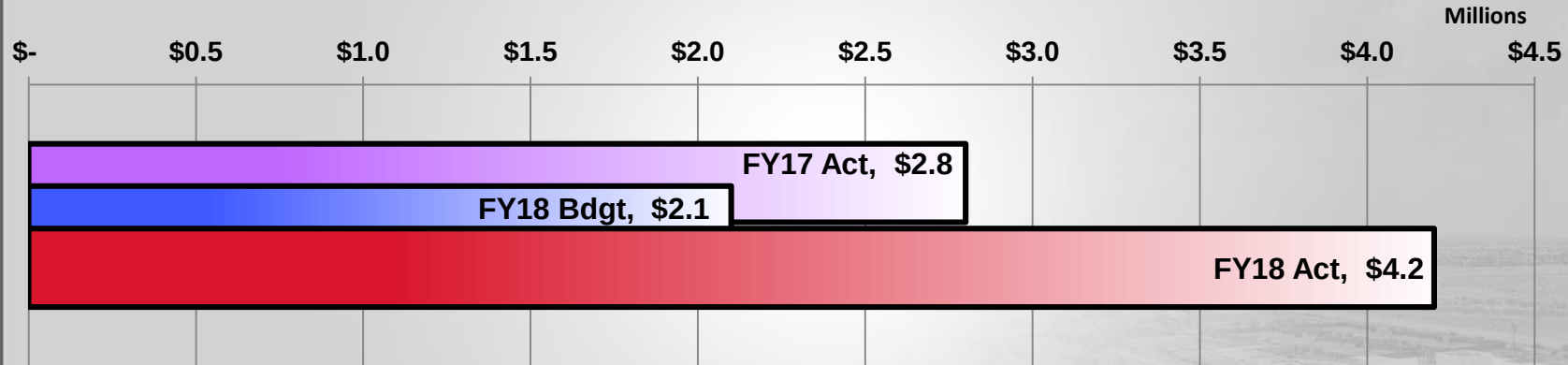
- Current actuals exceeded budget by \$1.4 M
- Development agreement reimbursements need to be considered.

Intergovernmental



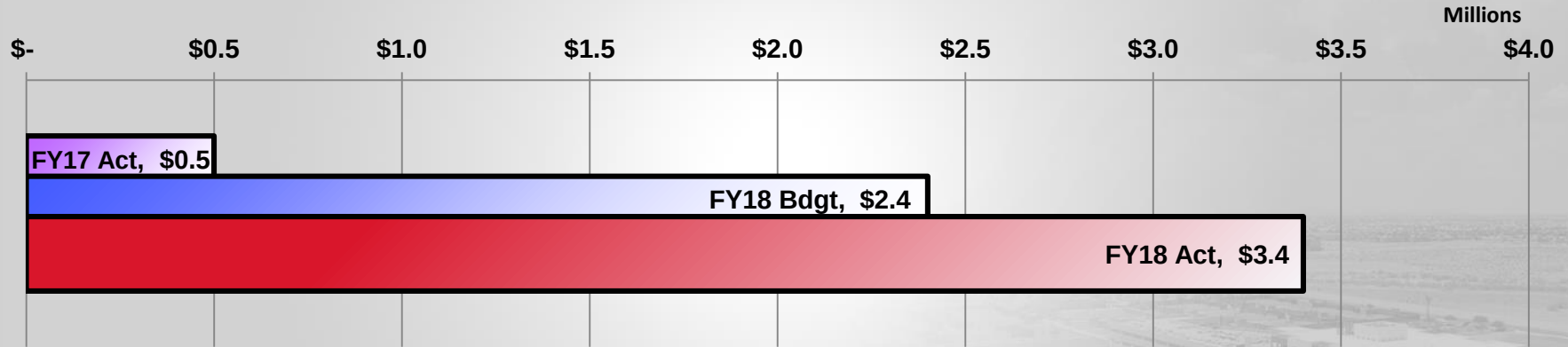
- Current actuals exceeded original budget by \$1.2 M
- Timing

Charges for Services/Other FY2018



- Current actuals exceeded budget by \$2.1M
 - Development related planning, permitting, and inspection revenue is trending higher than budgeted

Property Tax FY2018



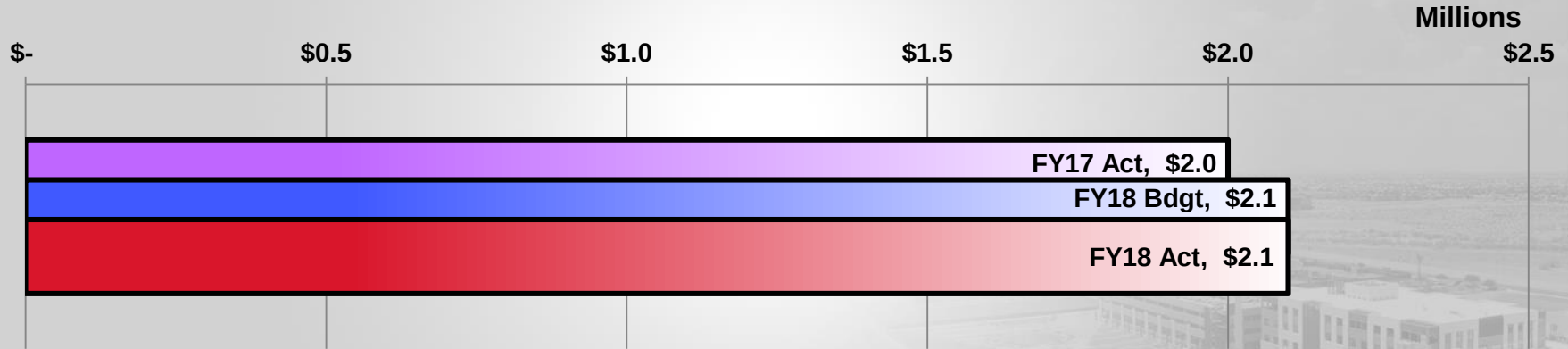
- Amount collected will equal amount of the levy.

Franchise Fees FY2018



- Current actuals are less than budget by \$0.2M

Transfers In FY2018



- Current actuals are slightly less than budget.

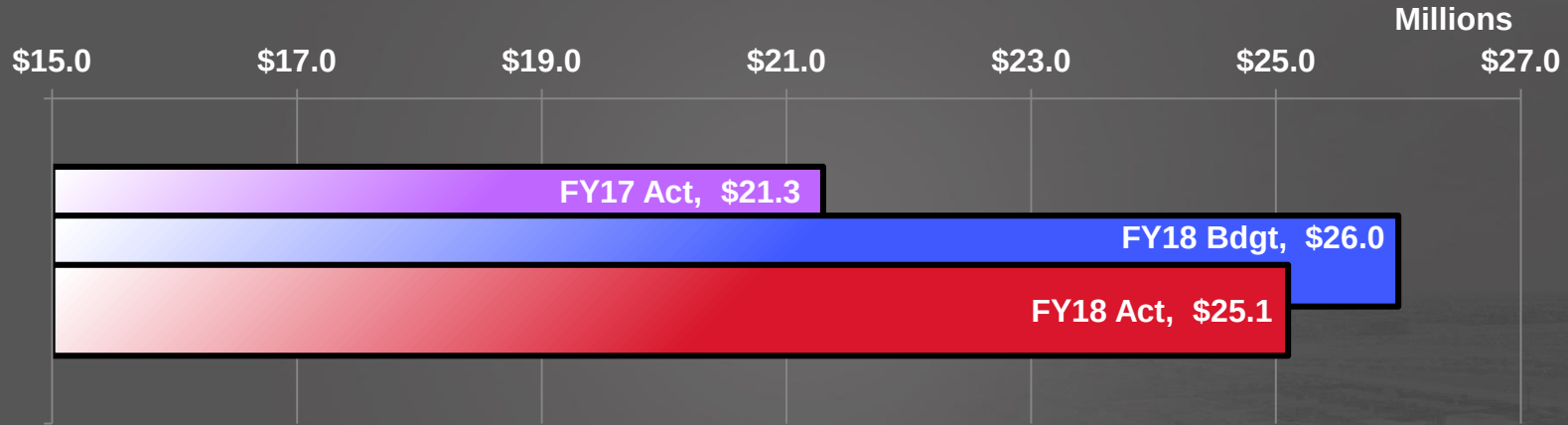
FY2018 General Fund Uses

Category	Budget Thru		Actuals Thru		\$	
	Oct		Oct*		Variance	% Variance
Personnel	\$	26.0	\$	25.1	\$ (0.9)	(3%)
Supplies		1.3		1.1	(0.2)	(15%)
Services		5.5		5.6	0.1	2%
Capital		-		-	-	-
Contingency		-		-	-	-
Transfers Out		-		0.1	0.1	-
Total	\$	32.8	\$	31.9	\$ (0.9)	(3%)

Amounts in millions

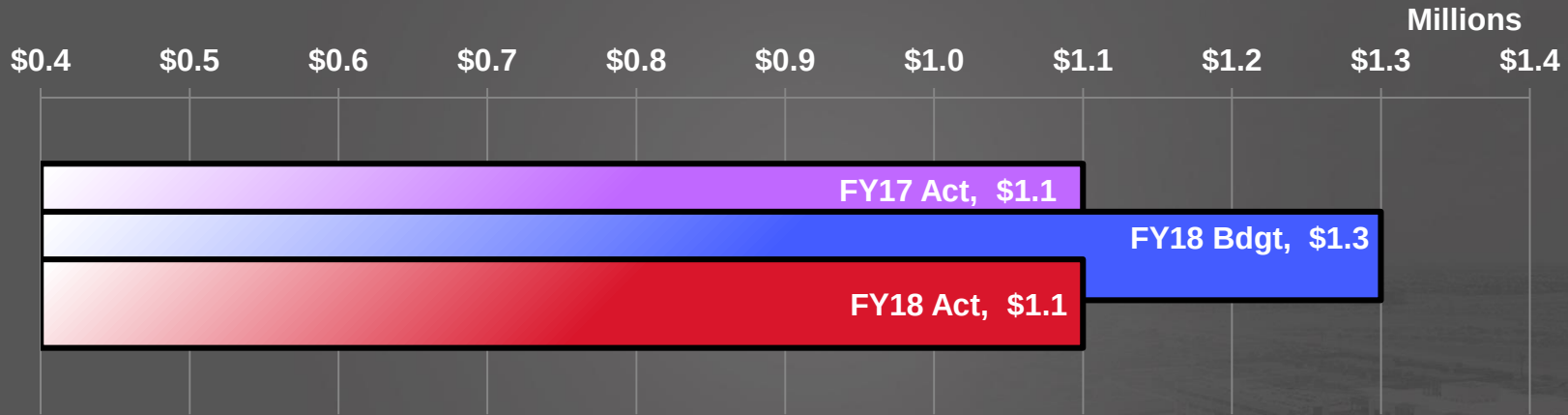
*Unaudited

Personnel FY2018



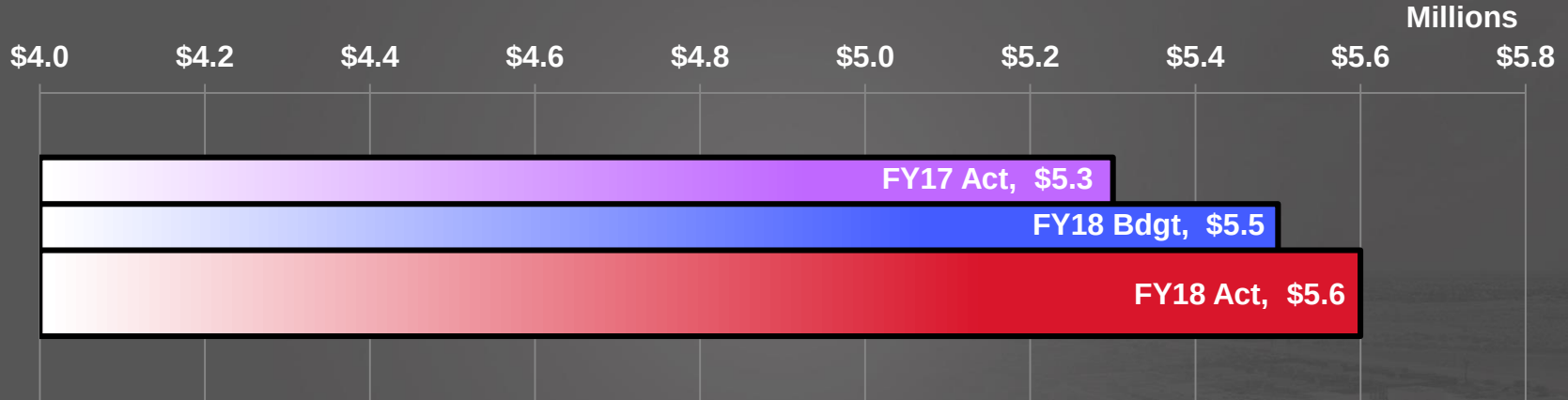
- FY18 Budget line now reflects the PSPRS budget amendment.

Supplies FY2018



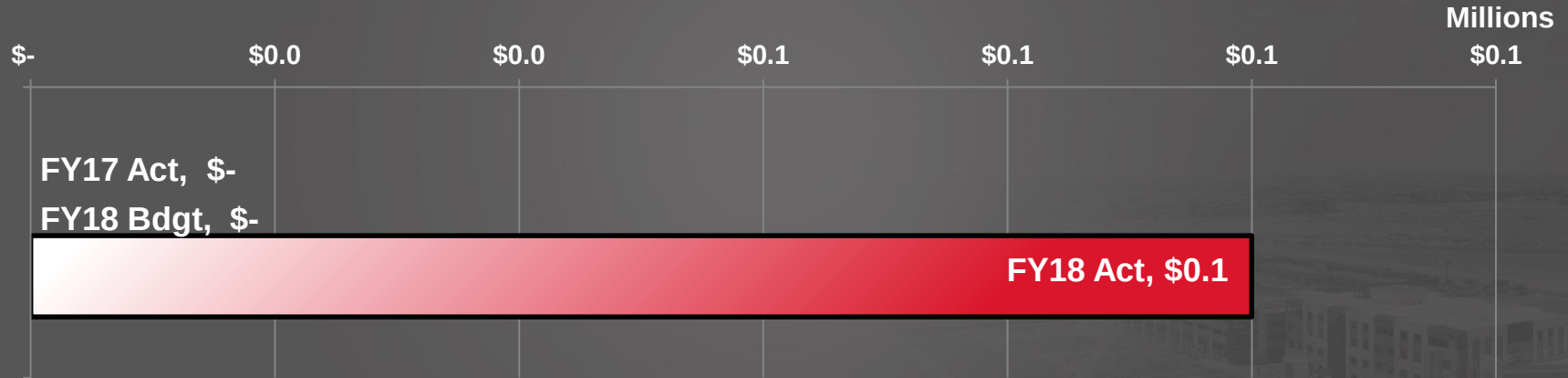
- Current actuals are below original by less than \$0.2M

Services FY2018



- Services are trending higher than the budget amount by \$0.1M

Transfers Out FY2018



FY2018 Grant Expenditure Detail

Department	Total Expenditures
Community Development	\$187,600
City Attorney	10,900
Fire-Medical	156,000
Human Services/Community Vitality	235,300
Police	61,200
Total Expenditures	\$651,000



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	January 16, 2018	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to City Council's support of legislation to allow for the expansion and consolidation of street lighting districts and expanding the authority of Arizona cities to acquire, construct, and maintain street lighting facilities; Resolution #2018-11.

Motion:

I move to approve Resolution #2018-11.

Background:

Arizona Revised Statutes (48-616, and others) authorize cities to form special taxing districts known as Streetlight Improvement Districts (SLIDs) for the presently limited purpose of purchasing electricity for street lights in a specified area. The City of Surprise currently requires these districts for streetlights on all roadways except parkways, major arterials, and minor arterials, and administers over 100 SLIDs at present. With a growing city, the number of SLIDs continues to expand causing a greater need for administration of the districts and coordination with the energy provider. In addition, each district has a different taxing rate resulting in a wide variety of taxes for property owners.

The city is seeking a solution to optimize the use and to streamline the efficiency of administration of the districts in terms of assessment of costs and maintenance of the facilities. The goal is to create greater consistency for tax payers and to reduce the burden of administration. As a result, city staff have engaged outside Counsel along with two other cities and the League of Arizona Cities and Towns to draft a bill allowing cities to expand and consolidate street lighting districts and adding powers to acquire, construct, and maintain street lighting facilities.

Objective Analysis:

The creation of these districts throughout the development of the city has led to over 100 taxable districts citywide. The variability in the number of properties and lights in each district can lead to very different tax bills for each property owner. In addition, the administration of these districts and coordination with the energy provider is both time and work intensive.

Policy Compliant:

This action is consistent with the Public Safety, Community Lifestyle, and Sustainability elements of the Council Strategic Plan.

Financial Impact:

There is no financial impact associated with this item.

Budget Impact:

There is no budget impact associated with this item.

FTE Impact:

This item does not change the full time equivalent count.

ATTACHMENTS:

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- ☐ [Presentation](#)
 - ☐ [Resolution 2018-11](#)
-



SURPRISE
ARIZONA

Street Light Improvement Districts Proposed Legislation

January 16, 2018

Arizona Revised Statutes §48-616

Special Taxing District

Purpose of purchasing and not generating energy for the lighting of the public streets and parks



Process

- Developer prepares a petition w/ legal description of boundary
- City Council action to approve formation
- Developer installs the streetlights
- Property tax levied through annual budget

SLID Statistics

Formed SLIDs	128
Taxed SLIDs	99
Tax Levy	\$2.5M
Levy Rate	\$0.11 - \$1.20
Parcels	50,173
Street lights	15,017

Challenges

- Size of each district varies
- Tax paid by each unit varies
- Count of districts growing
- Gaps exist
- Streetlights owned/maintained/billed by APS
- No mechanism for capital enhancements

Proposed Legislation

- Allow consolidation
- Allow for expansion
- Allow for construction, acquisition, and maintenance





SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION # 2018-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA SUPPORTING EFFORTS SEEKING AMENDMENT TO THE CURRENT STREET LIGHT IMPROVEMENT DISTRICT LAWS TO ALLOW FOR CONSOLIDATION AND OR EXPANSION OF EXISTING STREET LIGHT IMPROVEMENT DISTRICTS AND EXPANSION OF MUNICIPAL AUTHORITY PERTAINING TO ACQUIRING, CONSTRUCTING, AND MAINTAINING STREET LIGHT FACILITIES; AND AUTHORIZING STAFF TO COLLABORATE WITH OTHER ENTITIES TO PURSUE THIS END.

WHEREAS, the City of Surprise currently has over one hundred distinct Street Light Improvement Districts, with more being formed as development continues;

WHEREAS, the current statutory scheme pertaining to Street Light Improvement Districts constrains the City's ability to consolidate and or expand current Street Light Improvement Districts and its ability to efficiently and economically administer these Districts;

WHEREAS, the current statutory scheme imposes an administrative burden on the City with no feasible remedy other than legislative amendment;

WHEREAS, the League of Arizona Cities and Towns, in coordination with several other Arizona cities, is pursuing a legislative amendment which will promote greater municipal options and authority in administering current and future Street Light Improvement Districts; and

WHEREAS, it is in the best interests of the City of Surprise to join the League's efforts and support any legislative amendment seeking this outcome.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. The Mayor and City Council hereby support the effort to seek legislative amendments which will allow for consolidation and or expansion of Street Light Improvement Districts and the expansion of Municipal authority in the administration of same.

Section 2. Staff is hereby authorized to collaborate with the Arizona League of Cities and Towns, other cities, and any other entity in their common pursuit of legislation to lessen the administrative burden of the current Street Light Improvement District scheme.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of January, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	January 16, 2018	Contact Person:	Vice Mayor Tande
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of proposed amendments to the City Council Policies and Procedures Manual.

Motion:

I move to approve the amendments to the City Council Policies and Procedures Manual as proposed.

Background:

At the November 7th, 2017 Regular City Council Meeting, City Council voted to postpone this item to the first meeting in January. Therefore, by operation of Robert's Rules of Order, this item comes back automatically to the January 16, 2018 Regular Council Meeting.

The current City Council Policies and Procedures Manual expressly requires that "this manual will be reviewed by the City Council to consider recommendations and update it as necessary in August of odd-numbered years." Consequently, the City Attorneys Office has reviewed the policy and identified suggested changes to the policy based on issues that have arisen implementing the current policy.

Specifically, the suggestions that have been drafted clarify that Council Members do not "check their constitutional rights at the door" by being an elected official and this policy does not supersede any constitutional rights that members enjoy.

The purposed amendments also include an obligation, corollary to the obligation to report a violation, to refrain from making false, frivolous, or otherwise harassing allegations of violation.

Finally, the proposed amendments provide the City Attorney with direction and a process by which to proceed once a complaint is made by one member against another.

Objective Analysis:

These amendments are designed to alleviate issues identified by the City Attorneys Office during the last two years. The current version which provides that the City Attorney "will place [a complaint] on the next regular Council agenda..." is deficient and problematic. The City Attorney will always have a

conflict when one member of council brings allegations of misconduct or violation of law against another member. The suggested amendments remedy this deficiency by directing the City Attorney to retain conflict counsel and rely on that attorneys initial review of the complaint.

Policy Compliant:

The current policy requires review and amendment, as necessary, at least every two years. This review and suggested amendment fulfills this requirement.

Financial Impact:

There is no financial impact pertaining to these proposed amendments.

Budget Impact:

There is no budget impact pertaining to these proposed amendments.

FTE Impact:

There is no FTE impact pertaining to these proposed amendments.

ATTACHMENTS:

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☐ [Suggested Amendments](#)

PROLOGUE

We will never bring disgrace on this our City by an act of dishonesty or cowardice.

We will fight for the ideals and sacred things of the City, both alone and with many.

We will revere and obey the City's laws, and will do our best to incite a like reverence and respect in those above us who are prone to annul them or set them at naught.

We will strive increasingly to quicken the public's sense of civic duty.

Thus, in all these ways, we will transit this City, not only, not less, but greater and more beautiful it was transmitted to us.

-The Athenian Oath

INTRODUCTION

Residents of the City of Surprise are entitled to have fair, ethical and accountable local government that has earned the public's full confidence and trust. Excellence in local governance requires that public officials comply with the letter and spirit of the laws and policies affecting the operations of government. It requires that every official be independent and impartial in matters brought before them. Effective local government requires that each public office be used for the good of the public and not for personal gain. Transparent local government demands that deliberations and discussions be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

Notwithstanding the standards, requirements, and prohibitions set forth within this Policy, the United States and Arizona Constitutions, as the supreme laws of the land, guarantee to all, not excluding elected officials, certain protections, rights, and privileges. Therefore, nothing in this Policy shall be interpreted or applied in a manner which infringes or impairs any elected official's protections, privileges, or rights guaranteed by the respective Constitutions or any federal or state laws adopted under the authority of same.

RULES OF CONDUCT AND DEMEANOR

Elected and appointed officials are often called upon to make decisions that affect various groups and individuals. Balancing diverse constituent interests can be a difficult task. While someone may be disappointed in a decision, officials must adhere to ethical standards that eliminate disappointment borne of dishonesty, conflicts of interest, unfairness, or illegality. **Preservation of public trust is critical for the preservation of democracy.**

It is the policy of the City of Surprise to uphold, promote, and demand the highest standards of ethics from all of its officials, whether elected or appointed. Accordingly, all members of the City Council will maintain the following standards:

Rule 1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the City of Surprise and not for any private or personal interest, and will assure fair and equal treatment of all persons, claims and transactions coming before the Surprise City Council.

Rule 2. Comply with the Law

Members will comply with the laws of the nation, the State of Arizona, and the City of Surprise in the performance of their public duties. These laws include, but are not limited to: the Federal and State constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, anti-discrimination, confidentiality/non-disclosure laws, and open meeting; City ordinances; and City and City Council policies.

Rule 3. Professional Conduct

The professional and personal conduct of members must be above reproach and devoid of even the appearance of impropriety. Members must refrain from abusive conduct, harassment, personal charges or verbal attacks upon the character or motives of other members of Council, boards, commissions, and committees, City staff or members of the public.

Rule 4. Respect for Process

Members must perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

Rule 5. Conduct of Public Meetings

Members must prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. Members must refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

Rule 6. Decisions Based on Merit

Members must base all decisions on the merits and substance of the matter at hand.

Rule 7. Transparent Governance

Members must publicly share substantive information that is relevant to a matter under consideration by the Council which the member may have received from sources outside the public decision-making process.

Rule 8. Advocacy

Members must represent the official policies or positions of the City Council to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members must explicitly state that the member does not represent the City of Surprise or its Council, and may not allow the inference of such representation to exist. Until and unless the Mayor and Council take an **official** position on an issue as a collective public body in a public meeting, any statements or written correspondence should reflect clearly that the position taken is that of the individual in his/her personal capacity.

Rule 9. Policy Role of Members

The Role of each Member, as an individual, is to represent the community and to share their ideas, recommendations, and point of view forward during consideration of matters before the body. Members must respect and adhere to the Council-manager structure of the Surprise City government as outlined in City Code. In this structure, the City Council determines the policies

of the City with the advice, information and analysis provided by the public, boards, commissions, committees and City staff. Members therefore may not interfere with the administrative functions of the City or the professional duties of City staff; nor impair the ability of staff to implement Council policy decisions. Members should also refrain from individually directing the City Manager in the performance of his/her job responsibilities.

Rule 10. Positive Work Place Environment

Members must support and maintain a positive and constructive work place environment for City employees, residents, and businesses dealing with the City. Members must recognize the special role of the Council in dealings with City employees and refrain from creating the perception of inappropriate direction to staff.

Rule 11. Conflict of Interest

Members must be constantly on guard against conflicts of interest, whether real or perceived. Officials must not be involved in discussing or deciding any issue over which the Council may have jurisdiction and which may impact a financial or property interest of either the member or a family member (spouse, children, grandparent, grandchildren, in-laws).

If a member believes that a conflict of interest (or even a possible conflict) exists, then the member must disclose the fact as soon as possible on the record. From that point on, the member may not participate in any manner (by discussing, questioning or voting) in that matter. Declaring a conflict and not participating should be recognized as a necessary part of preserving public trust and should not be avoided simply because of delays or inconvenience. Indeed, members should declare possible conflicts to avoid any appearance of impropriety.

Rule 12. Accepting Gifts, Favors or Benefits

The acceptance or solicitation of gifts, favors or benefits by a member in their official capacity should be avoided. "Gifts, favors or benefits" include event tickets, admission, meals, products, autographs, memorabilia, special celebrity access, and travel expenses, but does not include de minimus tokens of appreciation or for participation such as a pen, pin, plaque of appreciation or award. Gift, favor, or benefit does not include City sponsored or hosted events, or event tickets/admission given to a member when such is necessary for the member to perform the member's function as a Council member.

Generally, Arizona law prohibits a Council member from receiving anything of value or any compensation other than the normal salary for any service rendered in connection with that person's duties with the City, or using or attempting to use the position on Council to secure anything of value or benefit. See A.R.S. §§38-504 and 38-505.

The acceptance and, specifically, the solicitation of gifts, benefits or favors either for the member or the member's family or friends, even if not technically in violation of law, will raise the appearance of impropriety. The member should also not accept or solicit any gift, benefit or favor when such would be advantageous to their political/career aspirations.

Members must recognize, and avoid at all costs, the appearance of impropriety. When a member does receive a gift, benefit, or favor, as defined above, in either (a) the member's capacity as an elected official (a non-personal gift), or (b) from parties with business before the City or which may come before the City; and when the value of such individually or combined will all gifts, benefits, or favors received in a 24 hour period, has a market value of \$50 or more, the member must disclose such in writing. Written disclosure of any gift, benefit, or favor must be made to the City Clerk within 10 business days after receipt and must include a description of the gift, benefit, or favor, the estimated value, the date of receipt, and the source. The disclosure of gifts will be posted on the City's web page along with the member's financial disclosure statements. Under no circumstances may a member accept a gift, benefit or favor that can be construed to be a bribe or reflects to a reasonable person an effort to influence the member contrary to that member's responsibility to the public to act impartially and on the merits of a matter. The acceptance of such gifts or benefits should be in the best interest the parties involved should the transaction be publicized, i.e. how would it look to the public ("headline test"). If the publication of the transaction would make any of the parties involved uncomfortable, it is likely not appropriate.

Examples of items that are not gifts, favors, or benefits include: City event access passes (e.g. spring training passes); dinner tickets received as part of a conference paid for by the member as an individual or by the City; a plaque of appreciation given the member by a civic/community organization; access to celebrities attending the same event as a member; access to an event utilized for various public relations purposes such as building relationships with residents regarding City purpose and business, promoting business or other opportunities in Surprise, promoting relationships with other municipalities, or promoting corporate partnership and development.

Examples of items that are gifts, favors, or benefits that must be disclosed include: tickets to a sporting event given by a developer doing business in Surprise; sports equipment/clothing given by a vendor, contractor, developer, etc. doing business in Surprise; a series of meals and small gifts given over 24 hours the aggregate value of which is \$50 or more.

In the event of uncertainty, contact the City Attorney.

PARLIAMENTARY PROCEDURE

Surprise Municipal Code §2-80 provides that "the latest standard edition of Robert's Rules of Order will serves as a guide for parliamentary procedure...". In furtherance of such guidance, the parliamentary rules outlined below will be followed in all City Council Meetings, keeping the following principles:

1. The Council must act as a body.
2. The Council should proceed in the most efficient manner possible.
3. The Council must act by at least a majority.
4. Every member must have an equal opportunity to participate in decision making.

5. The Council's rules of procedure must be followed consistently.
6. The Council's actions should be the result of a decision on the merits and not a manipulation of the procedural rules.

Rule 1. Powers of the Chair

The Chair (usually the Mayor) has the following powers:

- a) To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;
- b) To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
- c) To entertain and answer questions of parliamentary law or procedure;
- d) To call a brief recess at any time;
- e) To adjourn in an emergency.

***Comment:** A decision by the Chair under (a), (b) or (c) may be appealed to the Council upon motion of any member, pursuant to Rule 8(b). Such a motion is in order immediately after a decision under (a),(b) or (c) is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion if timely made may not be ruled out of order.*

Rule 2. Consent Agenda

The Council may designate a part of the agenda as the "consent agenda." Items are placed on the consent agenda if they are judged to be noncontroversial and routine. Any member may remove an item from the consent agenda and place it on the regular agenda when the consent agenda comes forward for action and can be revised prior to its adoption. All items on the consent agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote on each item.

***Comment:** Many Councils use a consent agenda as a device to handle routine business more quickly. As a general rule, ordinances, controversial items, matters in which citizens may be interested, and matters of great substance will not be included on the consent agenda.*

The Council reviews the "consent agenda" at the beginning of each meeting. Each member is free to remove items from the consent agenda to the regular agenda. A member may wish to do so if, for example, he or she would like to debate the proposal or vote against the item.

Rule 3. When the Chair Is in Active Debate

If the Chair becomes actively engaged in extended debate on a particular proposal, the Chair may designate another member to preside over the debate. The Chair will resume presiding as soon as action on the matter is concluded.

Comment: *Good leadership depends, to a certain extent, on not taking sides during a debate. On a small board this may not always be feasible or desirable; yet, an unfair advantage accrues to the side whose advocate controls access to the floor. This rule is designed to ensure even-handed treatment to both sides during a heated debate. Ordinarily, if the Chair is leading the meeting, he or she should ask the Vice Chair to preside in this situation. But, if that person also engaged in the debate, the Chair should feel free to call on some other member in order to achieve the purpose of this rule.*

Rule 4. One Motion at a Time

A member may make only one substantive motion at a time.

Comment: *None.*

Rule 5. Substantive Motions

A substantive motion is a motion to take action on the principal item and is out of order while another substantive motion is pending. In other words, a substantive motion is any motion other than the procedural motions listed in Rule 8. A substantive motion may deal with any subject within the Council's legal powers, duties, and responsibilities.

Comment: *This rule sets forth the basic principle of parliamentary procedure that distinct issues will be considered and dealt with one at a time, and a new proposal may not be put forth until action on the preceding one has been concluded. The term substantive motion is used here to underscore the distinction between this type of motion and the various procedural motions listed in Rule 8.*

Rule 6. Debate

The Chair will state the motion and then open the floor to debate on it. The Chair will preside over the debate according to the following general principles:

- (a) The maker of the motion is entitled to speak first;
- (b) A member who has not spoken on the issue will be recognized before someone who has already spoken;
- (c) To the extent possible, the debate will alternate between proponents and opponents of the measure.

Comment: *None.*

Rule 7. Ratification of Actions

To the extent permitted by law, the Council may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

Comment: *Ratification of actions taken on the Council's behalf but without its prior approval is permitted under these rules, to the extent that such after-the-fact approval of actions is legally allowed. The principle behind the motion to ratify is that an assembly may subsequently approve what it could have authorized. This rule treats the motion to ratify as a substantive proposal rather than as a procedural motion, since a ratification is in effect an after-the-fact substantive action by the Council concerning something that was done without Council approval when advance authorization should have been*

obtained. For example, if the City enters a contract that would normally have been approved by Council prior to the City entering the contract, but the circumstances were such that prior Council approval was not possible, Council can approve the contract after the fact under this rule.

Rule 8. Withdrawal of Motion

A motion may be withdrawn by the maker at any time before it is amended or before the Chair puts the motion to a vote, whichever occurs first.

***Comment:** This rule prohibits withdrawing motions after they have been amended. Once a motion has been amended, it is no longer the same motion as was made by the maker, so it is no longer his or hers to withdraw.*

Rule 9. Procedural Motions

(a) Motions Allowed. In addition to substantive proposals, only the following procedural motions, and no others, are permitted. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

***Comment:** The following enumeration of procedural motions is exhaustive; if a procedural option is not on the list, then it is not available. Procedural motions are frequently used to “act upon” a substantive motion by amending it, delaying consideration of it, and so forth. Several procedural motions can be entertained in succession without necessarily disposing of the previous procedural motion. The order of priority establishes which procedural motion yields to which—that is, which procedural motion may be made and considered while another one is pending.*

(b) Order of Priority of Motions. In order of priority (if applicable), the procedural motions are:

Motion 1. To Appeal a Procedural Ruling of the Chair. A decision of the Chair ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the Council. This appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the Chair and the motion, if timely made, may not be ruled out of order.

***Comment:** This motion allows the ruling of the Chair on certain procedural matters to be appealed to the whole Council. This appeal must be made as soon as the Chair’s decision is announced, so this motion is accorded the highest priority.*

Motion 2. To Adjourn. This motion may be made only at the conclusion of Council consideration of a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to or adjourn ends the current meeting to a time and place certain and establishes a specified time and place for the meeting to reconvene.

***Comment:** Since the number of members is small and procedures are available to limit*

debate, Motion 2 allows both debate and amendment, but specifies the motion is in order only when consideration of a pending matter has concluded. If the Council wants to adjourn before completing final action on a matter, it must, prior to adjourning, first temporarily conclude its consideration of that matter. This is done with one of three motions: to defer consideration of the matter, to postpone the matter to a certain time or day, or to refer the matter to a committee. Only as a last resort should the Council use a motion to suspend the rules, in order to allow the motion to adjourn to interrupt deliberation on the matter.

Motion 3. To Take a Brief Recess. This motion is made when a member wishes to take a short break during the meeting, but does not end the meeting.

Comment: *This motion allows the Council to pause briefly in its proceedings and should not be confused with the motion to adjourn to a time and place certain, which is a form of the motion to adjourn under these rules. Motion 3 is a “motion to take a brief recess” rather than a “motion to recess” or “motion to adjourn.” Since the number of Council members is small, and procedures are available to limit debate, debate is allowed on this motion. A motion to take a brief recess is in order at any time except when a motion to appeal a procedural ruling of the Chair or a motion to adjourn is pending.*

Motion 4. Call to Follow the Agenda. This motion would require the agenda be taken in order, prohibiting the Chair from taking items out of order. The motion must be made at the first reasonable opportunity, or the right to make it is waived for the out-of-order item in question.

Comment: *This motion may be debated. Unless the motion is made when the item of business that deviates from the agenda is proposed, the right to insist on following the agenda is waived for that item.*

Motion 5. To Suspend the Rules. The Council may not suspend provisions of the rules that state requirements imposed by law on the Council. For adoption, the motion requires a vote equal to two-thirds of the actual membership of the Council, excluding vacant seats.

Comment: *This motion is in order when the Council wishes to do something that it may legally do but cannot accomplish without violating its own rules. The motion permits the Council to exercise greater flexibility and perhaps informality than adhering strictly to what the rules might allow. A motion to suspend the rules requires approval by two-thirds of the actual membership of the Council to pass. Note that the Chair and members who are absent from the meeting are counted for purposes of determining two-thirds of the Council, but vacant seats are excluded in making the two-thirds determination.*

Motion 6. To Go into Executive Session. The Council may go into Executive session only for one or more of the permissible purposes listed in A.R.S. §38-431.03. The motion to go into Executive Session must cite the purpose of the Executive Session and must be adopted at an open meeting.

Comment: *The requirements for this motion are found in A.R.S. §38-431.03(A), which permits Executive Session only for 7 topics. Those are:*

1. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting.

2. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law.

3. Discussion or consultation for legal advice with the attorney or attorneys of the public body.

4. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

5. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.

6. Discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal Council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town.

7. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

Motion 7. To Divide a Complex Motion and Consider It by Paragraph. The motion is in order whenever a member wishes to consider and vote on subparts of a complex motion separately.

Comment: This motion is debatable.

Motion 8. Motion for the Previous Question. The motion is not in order until every member has had an opportunity to speak once and there has been either at least 15 minutes of debate or debate has become repetitive.

Comment: With small boards, a minimum period of debate on every proposal that comes

before it strikes a superior balance between efficiency and effective representation by all Council members. Since every member will have an opportunity to speak, the debate may be ended by a majority vote. Fifteen minutes is merely a suggested minimum period of time. This rule avoids the practice followed by some boards of allowing any member to end debate by simply saying "call the question," without the Council actually taking a vote on that procedural issue. Such a practice is contrary to regular parliamentary procedures. In addition, such a practice allows individual members to impose their will unilaterally on the group, in defiance of the principle of majority rule on which these rules are based.

Motion 9. To Postpone to a Certain Time or Day. If consideration of a motion has been postponed, a new motion with the same effect cannot be introduced while the postponed motion remains pending. A member who wishes to revisit the matter must either wait until the specified time, or move to suspend the rules.

Comment: *This motion allows the Council to postpone consideration to a specified time or day and is appropriate when more information is needed or the deliberations are likely to be lengthy. Note the restriction on making a new motion with the same effect while a postponed motion remains pending.*

Motion 10. To Refer a Matter to a Sub-Committee. The Council may vote to refer an item on the agenda to a sub-committee for study and recommendations. Sixty days or more after a substantive motion has been referred to a sub-committee, a member may compel consideration of the item by the entire Council, whether or not the committee has reported the matter to the Council by requesting the matter be placed back on the Council agenda.

Comment: *The right of the maker to compel consideration by the full Council after a specified period of time prevents using the motion as a mechanism to defeat a proposal by referring it to a subcommittee that is willing to "sit" on it.*

Motion 11. To Amend.

(a) An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment will be treated as a motion to amend.

(b) A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote.

(c) Any amendment to a proposed legislative action (resolution/ordinance) must be reduced to writing before the vote on the amendment is taken.

Comment: *This motion is similar to a traditional motion to amend except for the additional requirement to write down amendments to legislation. The restriction on amendments stated in subpart (a), second sentence, of the provisions concerning this motion should be read narrowly; it is intended only to prevent an amendment that merely negates the provisions of the original motion. The intent of such an amendment can be achieved in a simpler and more straightforward manner by the defeat of the*

original proposal. Pertinent amendments that make major substantive changes in the original motion are quite proper.

Some Councils allow a "substitute motion" when major changes in a motion are proposed. Such a motion is, in effect, a type of amendment. To avoid confusion, "substitute motions" are not allowed under these rules. All proposals for changes in a motion or in an amendment are treated as motions to amend, no matter how major their potential effect.

Subpart (b) of the rules governing this motion limits the number of proposed amendments that may be pending at one time to two, in order to reduce confusion. Amendments are voted on in reverse order; that is, the last-offered amendment, which would amend the first amendment, is voted on first. Once the last-offered of the two pending amendments is disposed of, an additional amendment may be offered.

Subpart (c) of the rules for this motion imposes an additional writing requirement for amendments to legislative actions. The rule assumes that amendments to proposed ordinances, like the ordinances themselves, should be in written form before they are voted on, both because of the importance of ordinances and to make it easier to maintain the required ordinance book and the minutes of the Council accurately. Similarly, amendments to orders, policies, and resolutions should be in written form before they are voted on, because of their significance and to make it easier to record them in the minutes.

Some Councils may have a practice of requiring the person making the original motion to approve of any proposed amendments to that motion. Such a practice is not recommended. Once a motion has been offered to the Council, it is up to the Council to decide whether or not it should be changed by amendment. If the person making the motion does not favor a proposed amendment, he or she is free to vote against it. And so long as the original motion has not been voted on and no amendment to it has passed, the original maker of the motion is free under these rules to withdraw it (see Rule 8). If a motion has been withdrawn, the Council members are generally free to make their own separate motions on the same subject.

Motion 12. To Reconsider. The Council may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side (the majority side except in the case of a tie; in that case the "nos" prevail) and at the meeting during which the original vote was taken, including any continuation of that meeting through adjournment to a time and place certain. The motion cannot interrupt deliberation on a pending matter, but is in order at any time before final adjournment of the meeting.

Comment: *To avoid placing a measure in limbo, these rules restrict the availability of the motion to the same meeting as the original vote, including any continuation of that meeting if it is recessed, or adjourned to a time and place certain.*

USE OF CITY RESOURCES

Discretionary Funds:

Each member will be allotted discretionary funds not to exceed \$2,500 each fiscal year, \$5,000 to the Mayor, that may be used to reimburse a not-for-profit organization for a specific or onetime purchase or for event costs when the event is held or conducted in whole or in part within the member's district, and when such expenditure is for a public purpose and the betterment of the community. Use of discretionary funds may not be used when:

- 1) The recipient is a beneficiary of any other city program (Council Grants, Tourism Grants, etc);
- 2) The expenditure would create a requirement for on-going funding;
- 3) The expenditure was rejected by the City Manager for inclusion in a departmental budget or capital improvement;
- 4) The expenditure replaces/supplants regular on-going maintenance and/or operations that are a part of a department's normal responsibility; or
- 5) The use conflicts with state law.

Use of discretionary funds requires the member wishing to utilize such funds to provide a Disbursement Request to the Finance Department. Funds will be released consistent with this policy.

Expenses, Reimbursements and Stipends

Council members are eligible to receive a City-issued cell phone or receive a monthly stipend for the business use of a personal cell phone.

Travel expenses, including mileage, reimbursements and stipends will be provided to members on the same basis as general City employees and will be approved and processed consistent with City policy.

Uses Barred

Consistent with State Law, no City resources, including communications media (computers, newsletters, etc.) may be used for advocacy or promotion of any issue subject to voter approval or candidate for elected office.

Council Offices

Council Offices are located in the northeast section of the 4th Floor of City Hall. The Office of the Mayor will be occupied by the one elected to that office, or appointed after a vacancy consistent with City Code. All other offices will be occupied on a first-come first-serve basis. Any member can request to move into any vacant office. If more than one member wishes to occupy a

vacant office, selection of Council member offices will be based on seniority (that is the greatest number of uninterrupted days as a Surprise elected official), and then by lottery.

PREPARATION OF THE COUNCIL AGENDA

Supporting Information and Attachments

Each item on the Agenda should have supporting information and documentation for the item being considered. Necessary information includes the following, if applicable:

- Background Information: Relevant historical information, such as prior actions on the same or similar item, origin of the request, regional impact, or similar information.
- Financial Impact: actual and operational costs, revenue and other financial considerations, and whether such are one-time or ongoing.
- Budget Impact: Funding sources in the current budget (including e.g. contingency, unforeseen grants, etc.), and funding sources for future years, if applicable.
- Policy Compliant: Statement whether the action is consistent with City and Council Policy. If not, an explanation of why the item should deviate from policy. (Policy for this purpose includes normal City practice whether or not included in a written policy).
- FTE Impact: Necessary change in the number of FTE, whether the action would require a new FTE or the transfer of an FTE from another program.
- Objective Analysis: Analysis containing potential positive and negative impacts and impacts of if the item is not approved.
- Actual final documents (Resolution, Ordinance, Contracts, etc.)

Use of Consent Agenda

Consistent with the Council Rules of Conduct and Demeanor, and Parliamentary Rule #2, the Consent Agenda, unless otherwise required by law, should include all items previously discussed by Council for which no changes were requested by any member of Council; routine items (i.e. minor budget amendments, simple Intergovernmental Agreements, contract extensions, grant acceptances, and simple contract amendments); and items placed on the Consent Agenda at the Agenda Review.

Draft Agenda, Agenda Review

The Mayor (or designee) and the Vice Mayor (or designee), along with relevant staff selected by the City Manager, will review the Draft Agenda no fewer than 6 calendar days prior to the Council meeting. A Draft Agenda and the required "Supporting Information and Attachments" must be provided to the Mayor and Vice Mayor (or designees) no later than 24 hours prior to the Agenda Review meeting. Items may be removed that do not have sufficient information as identified in "Supporting Information and Attachments". Removed items will be placed on the agenda as soon as the "Supporting Information and Attachments" are available. The requirements of this section do not apply to emergency meetings or items placed on the agenda

pursuant to Municipal Code Section 2-61(c)(1) (pertaining to items added 24 hours prior to the meeting) for which there is insufficient time to comply with this section.

SUBCOMMITTEES & WORKING GROUPS

Subcommittees and Working Groups formed in accordance with Surprise Municipal Code §2-40(i) will convene meetings at the direction of the subcommittee chair. Requests for meetings may be made to the subcommittee chair through the staff liaison.

An Agenda for each subcommittee meeting will be posted by the City Clerk no less than 24 hours prior to the meeting, in conformance with the Open Meeting Law, A.R.S. §38-431.01. Subcommittee meetings will convene in a meeting room at City Hall generally accessible to the public, except that executive sessions may be held in any location at City Hall.

IMPLEMENTATION AND ENFORCEMENT

As an expression of the standards of conduct for members expected by the City, this Policy & Procedure Manual is intended to be self-enforcing. Members themselves have the primary responsibility to assure that standards are understood and met, and that the public can continue to have full confidence in the integrity of government. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, standards will be included in the regular orientations for candidates for City Council, and newly elected members. Members entering office must sign a statement affirming they have read and understood the provisions of this City Council Policy & Procedure Manual. In addition, this manual will be reviewed by the City Council to consider recommendations and update it as necessary in August of odd-numbered years.

Notwithstanding the intended self-enforcing nature of these policies and procedures, the City Council, by a vote of a majority of its members, may impose sanctions on members whose conduct does not comply with the City's standards, such as reprimand, formal censure, removal from meeting (if the member's conduct is disruptive or impedes the orderly conduct of business at the meeting), or removal from any position or assignment to which the member has been appointed by the Mayor or City Council.

COMPLAINTSREPORTING VIOLATIONS

Members have a duty to create the image and reality of a responsive, accessible, and fair City government. Accordingly, members have a duty to report if another member has violated law or policy. Moreover, members must never attempt to use their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any person with the intent of interfering with that person's duty to disclose such improper activity. ~~Any violation of law or policy should be reported to the City Attorney who will place the matter on the next regular Council agenda for consideration and action consistent with this Section, or submit the complaint to the appropriate body or entity, such as the Attorney General or County Attorney.~~

As a Corresponding duty, members shall refrain from making a false, misleading, or unsubstantiated report. If after review it is determined that a complaint is groundless and was made in bad faith or for the purpose of harassment, or intentionally false or otherwise malicious in nature, the complainant may be subject to sanctions under this Policy.

COMPLAINT

A Complaint must be filed with the City Attorney on or before one-hundred eighty (180) days after the violation is alleged to have occurred or thirty (30) days after the alleged violation was discovered, whichever date is earlier. Upon receipt, the City Attorney will engage conflict counsel who will conduct an initial screening of the complaint and within fifteen (15) days recommend that the City Attorney handle the complaint as follows:

- (a) Dismiss it for being incomplete, untimely, or on its face lacking factual or legal merit;
- (b) Dismiss it if the complaint on its face fails to state allegations that, if true, would violate a mandatory requirement or prohibition as opposed to an aspirational or administrative provision of this Policy, City Code or any other laws;
- (c) Refer alleged violations of Arizona or federal laws to an appropriate agency if the complaint states on its face allegations that, if true, would constitute a violation of Arizona or federal law;
- (d) Or If the complaint states on its face allegations that, if true, would constitute a violation of a mandatory requirement or prohibition (as opposed to aspirational or administrative provisions) of the this Policy, the City Code or any other law, conflict counsel shall investigate the complaint and report to the City Council, the complainant, the member who is the subject of the complaint, and the City Attorney findings of fact and conclusions of law within sixty (60) days. The City Council shall consider the Conflict Counsel's report at a public meeting and either accept or reject the report as submitted and shall impose sanctions as it finds appropriate.

In all circumstances, the City Attorney shall follow conflict counsel's recommendation. The City Attorney's recommendation to refer a complaint for further investigation pursuant to subsection (c) and (d) above shall not raise the presumption that any of the complaint's allegations are true or that any member had violated this Policy or law. The timelines for handling complaints set forth above set the outer limits. All parties involved are strongly encouraged to make their findings, recommendations, and decisions as expeditiously as possible for the sake of the public and the City officials against whom complaints have been filed.

The City Attorney will adopt written rules of procedure to govern the review process, including the right of a member against whom the complaint has been lodged to respond to the complaint, attend any hearing, and present witnesses and other evidence on her or his own behalf.

Any complaints relating to City elections must be filed with or referred to the City Clerk for review and disposition as provided by law.

APPENDIX

A. Statement of Commitment

B. Rules for the Public at Council Meetings

Statement of Commitment

As a member of the Surprise City Council I agree to uphold the principles, policies and procedures set forth in the Surprise City Council Policy & Procedure Manual and conduct myself by the following model of behavior. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness, and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct that is divisive or harmful to the best interests of the City;
- Treat all people with whom I come in contact in the way I wish to be treated.

I affirm that I have read and that I understand the Surprise City Council Policy & Procedure Manual, dated this _____ day of _____, _____.

Mayor /Council Member for District ____

Rules for the Public at Council Meetings

- 1) Presence in the Council Dais Area. During a Council meeting, members of the public are permitted within the area in front of the Council dais only at the invitation or consent of the chair for purposes of making presentations and providing information to Council.
- 2) Addressing Council
 - a) Any member of the public desiring to address the Council may not proceed to the lectern until after being recognized by the Chair.
 - b) At the lectern, the member of the public should clearly state their name, and approximate cross streets for the record.
 - c) Statements will be limited to four (4) minutes per item to allow the meeting to proceed and end in a timely manner. The time limit may be extended at the option of the Chair.
 - d) If several speakers desire to speak regarding a single topic, the Chair can limit the number of speakers or limit the time given to each group; however, an equal amount of time will be given to each side of an issue.
 - e) Oral communications during the City Council meeting may not be used to lodge charges or complaints against any employee of the City or members of the body, regardless of whether such person is identified in the presentation by name or by any other reference that tends to identify him/her. Any such charges or complaints should be submitted during normal business hours to the City Manager for appropriate action.
- 3) No loud vocalization (shouting or calling out) will be permitted from the seating area of the Council Chamber.



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	January 16, 2018	Contact Person:	Vice Mayor Tande
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of proposed amendments to Surprise Municipal Code, Chapter 2, Article II, Section 2-22 (c) District Vacancy, and Article VIII, Sections 2-293, 295, and 296 pertaining to Boards and Commissions; Ordinance # 2017-21.

Motion:

I move to approve Ordinance # 2017-21.

Background:

At the November 7th, 2017 Regular City Council Meeting, City Council voted to postpone or "table" this item to the first meeting in January. Therefore, by operation of Robert's Rules of Order, this item comes back automatically to the January 16, 2018 Regular Council Meeting.

The City Attorneys Office staff identifies, from time to time, provisions within City Code which when applied, raise questions or issues. The City Attorneys Office has identified several such provisions within Chapter 2 of the current Municipal Code and per council direction, drafted proposed amendments to remedy or clarify certain provisions therein.

Objective Analysis:

The suggested amendments will, among other things:

- (1) Clarify what a public comment is in the context of the Clerk accepting public comments for posting on the City's website during a council vacancy;
- (2) Apply a "resign to run" obligation to boards and commissions members in order to ensure parity in Arizona State Law as it applies to City Council and Boards and Commissions;
- (3) Distinguish between excused and unexcused absences in the context of boards and commissions attendance and allow the Boards and Commissions Nomination Committee to resolve attendance issues;
- (4) Streamline the Nomination Committee's process for submitting names of applicants when a new

vacancy opens within ninety days of a qualified applicant completing the application process through interview.

(5) Provide the Nomination Committee with the authority to resolve allegations of nonfeasance and malfeasance of boards and commission members, short of removal.

Policy Compliant:

Review and appropriate updating of City Code is consistent with Council Policy. Similarly, the suggested amendments are consistent with direction staff has received from City Council as well as the Boards and Commissions Nomination Committee.

Financial Impact:

These amendments will not have a financial impact.

Budget Impact:

N/A.

FTE Impact:

N/A.

ATTACHMENTS:

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- ☐ [Chapter 2, Art II Proposed Amendments](#)
 - ☐ [Chapter 2, Art VIII Proposed Amendments](#)
 - ☐ [Ordinance 2017-21](#)
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ARTICLE II. - MAYOR AND COUNCIL^{[11](#)}

Footnotes:

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Editor's note— Ord. No. 2013-09, § 2(Exh. A), adopted Nov. 12, 2013, repealed the former Art. II, §§ 2-19, 2-42—2-44, 2-62—2-64, 2-87—2-96, and enacted a new Art. II as set out herein. The former Art. II pertained to similar subject matter and derived from Ord. No. 08-16, § 2, adopted March 13, 2008; Ord. No. 08-56, §§ 1, 2, adopted Dec. 11, 2008; Ord. No. 2010-07, §§ 1—5, adopted Feb. 25, 2010; Ord. No. 2010-26, § 1, adopted Dec. 9, 2010; Ord. No. 2011-12, § 3, adopted Oct. 25, 2011; Ord. No. 2012-04, § 1, adopted Jan. 10, 2012.

DIVISION 1. - GENERALLY

Sec. 2-20. - Election districts, residency and term.

- (a) *Districts established.* Council members must be elected from the election districts shown on the Official Election District Map, adopted by the city council on October 25, 2011, which is on file in the office of the city clerk.
- (b) *District residency.* At the time the petition required by Title 16, Chapter 3 of the Arizona Revised Statutes is submitted, or at the time of appointment to fill a vacancy under in section 2-22 of this Code, each council member must be a resident of the election district intended to be represented. Residency, for the purposed of this section, means a physical place of abode with the intent to live permanently therein.
- (c) *Term.* The mayor and each council member shall serve a four-year term of office.
- (d) *Staggered elections.* At the 2016 city council election, the mayor and one council member from each of the following districts will be elected: District 2, District 3, and District 4. At the 2018 city council election, one council member from each of the following districts will be elected: District 1, District 5, and District 6. Thereafter, the election for municipal office will be held during the final year of the term of office of the then-incumbent council member. The mayor of the city shall be directly elected at large by all of the qualified electors of the city.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-21. - Oath of office.

As soon as possible following the first day in January, but not later than the first regularly scheduled council meeting in January following election, the city clerk will ensure that the oath of office is administered to the newly elected official. Upon taking the oath of office, the newly elected official shall assume the duties of office.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-22. - Vacancy in office.

- (a) *Vacancy defined.* A vacancy in office will have the meaning set forth in Title 38, Chapter 2, Article 6 of the Arizona Revised Statutes. A vacancy caused by resignation is created on the effective date of the resignation date or, if no effective date, the date the resignation is accepted by council. Vacancies will be filled by appointment pursuant to this section.
- (b) *Term of appointment.* If a vacancy occurs more than 30 days before the nomination deadline, the term of any person appointed in accordance with this section will expire at the next regularly scheduled council election. In all other cases, the appointment will be for the unexpired term.
- (c) *District vacancy.*
- (1) Vacancies in district office will be advertised beginning no later than 14 days from the date the vacancy is created when caused by death, and seven days from the date the vacancy is created in all other cases. The city clerk will advertise all vacancies in at least one newspaper with local circulation, on the city website, and in all designated posting locations during the application acceptance period.
 - (2) All eligible persons interested in filling the district vacancy must submit an application to the city clerk's office prior to the close of the acceptance period. The application acceptance period will end at 5:00 p.m. on the 14th day following the placement of the advertisement as required by subsection (1) of this section.
 - (3) No later than the end of the business day following the close of the application acceptance period, the city clerk will forward to the mayor and council and post on the city website a copy of all applications submitted during the application acceptance period.
 - (4) The council will interview each applicant at a public hearing held no later than ten days following the close of the application acceptance period, followed by a seven-day period during which public comment may be submitted to the city clerk's office. For the purposes of this Section, public comment shall be defined as a written remark expressing an opinion of the submitter relevant to the appointment of a candidate for the vacancy. Public comment shall not include submission of website links, documents, pictures, videos, or other media.
 - (5) No later than the end of the business day following the close of the public comment period, the city clerk will forward to the mayor and council and post on the city website a copy of all comments submitted during the comment period.
 - (6) A district candidate must be selected no later than the second regularly scheduled council meeting following the public hearing.
- (d) *Mayoral vacancy.* All remaining members of the council are eligible candidates to fill a mayoral vacancy. The mayoral candidate must be selected no later than the second regularly scheduled council meeting following the creation of the vacancy.
- (e) *Selection process.*
- (1) Any council member may nominate any eligible candidate, with no second required. All nominations must occur prior to voting. Voting will be by written ballot. The candidate receiving a majority of the votes will fill the vacancy. In the event that no candidate receives a majority of votes, the two candidates receiving the highest votes will be considered in a run-off vote. The first candidate receiving an affirmative majority of the votes cast will fill the vacancy. The meeting may not adjourn until the vacancy has been filled.
 - (2) The selection of mayor under this section will trigger a vacancy in the district from which the mayor select previously served.
 - (3) No later than the next regularly scheduled council meeting following selection, the city clerk must administer the oath of office.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Secs. 2-23—2-39. - Reserved.

DIVISION 2. - MAYOR AND VICE-MAYOR

Sec. 2-40. - Role of the mayor.

- (a) The mayor is the presiding officer of the common council and its meetings.
- (b) The mayor may make motions and second motions and has a voice and vote in all matters taken up during a council meeting.
- (c) The mayor is the head of the city government for all ceremonial purposes.
- (d) The mayor, as authorized by Arizona Revised Statute § 26-311, may by proclamation declare an emergency or a local emergency to exist. If an emergency is declared, the mayor may govern by proclamation and have the authority to impose all necessary regulations to preserve the peace and order of the city as authorized by Arizona Revised Statute § 26-311.
- (e) The mayor will have limited regular administrative duties including signing contracts and other documents as necessary and as approved by the council.
- (f) The mayor will, on behalf of the council, confer with the city manager to ensure that council programs and policies are being fully implemented.
- (g) The mayor will serve, or select a council member to serve, on all regional, state and national boards, commissions, or committees to which the city belongs or to which the city is invited.
- (h) The mayor will serve, or select a resident approved by council to serve, as the chair of the Public Safety Personnel Retirement System Board.
- (i) The mayor may create subcommittees or working groups. Subcommittees are intended to make recommendations to council. Working groups are intended to study and evaluate matters and report findings back to council. Any number of individuals, but no more than three council members, may serve on any subcommittee or working group.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-41. - Vice-mayor; selection and role.

- (a) *Eligibility.* Any council member, other than the mayor, may serve as vice-mayor, whether or not the member has served as vice-mayor previously.
- (b) *Selection.*
 - (1) Not later than January 30th of each year, the city council shall select one of its members, other than the mayor, to serve as vice-mayor. The member selected as vice-mayor will serve as such until the member resigns the office, vacates council, or is replaced by another member as vice-mayor.
 - (2) Any council member may nominate any council member, including him/herself, to serve as the vice-mayor. All nominations must occur prior to voting. The council must vote by written ballot. The candidate receiving a majority of the votes cast will serve as vice-mayor. In the event that no candidate receives a majority of votes cast, the two candidates receiving the highest number of votes will be considered in a run-off vote. Voting must be repeated until a vice-mayor is selected. The meeting may not adjourn or recess until a vice-mayor is selected.

- (c) *[Absence or inability to perform duties.]* The vice-mayor will perform the duties of the mayor in the absence or inability of the mayor to perform his or her duties. In the absence or inability of the vice-mayor to perform the duties of the mayor, the most senior council member will perform the duties of mayor/vice-mayor. Seniority is determined by the then current number of consecutive years the member has served on the council.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Secs. 2-42—2-59. - Reserved.

DIVISION 3. - MEETINGS

Sec. 2-60. - Attendance.

- (a) Council members must be physically present at a council meeting in order to participate in the meeting.
- (b) Council members must notify the presiding officer prior to the start of a council meeting that the member will be absent.
- (c) The presiding officer will excuse or not excuse those council members absent. Excused absence, for purposes of this section, means absence because of illness, family emergency, military service, family/personal vacations or events, or bona fide business travel.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-61. - Agenda.

- (a) No later than five business days prior to each council meeting, the city clerk must collect all written reports, communications, ordinances, resolutions, contracts and other documents to be submitted to the council, and prepare and post an agenda in accordance with state law.
- (b) Each agenda will contain an option for items to be placed on a future agenda.
- (c) Items may be placed on the agenda by:
 - (1) The mayor, city manager, or city attorney, no less than 24 hours before the meeting;
 - (2) A motion and second of any council member made during a future agenda item at a public meeting; or
 - (3) Upon a written request signed by two council members and submitted to the city clerk no less than five business days prior to the proposed meeting date.
- (c) The city attorney will advise the city clerk regarding the appropriate wording of agenda items.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-62. - Order of business.

The business of the council will be taken up for consideration and disposition in the order specified in the agenda. The mayor, or the majority of the council by consensus, may consider items out of sequence from the printed agenda for the meeting. The council may, from time to time, adopt policies and procedures for the conduct of its meetings.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-63. - Voting.

On the passage of all measures, a vote must be taken and the results entered in full upon the minutes. The vote of each member of the common council, including that of the mayor, will be shown on the minutes as a vote of yes, no, or abstaining.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-64. - Legislation, effective date.

- (a) Legislation is effective 30 days after adoption by council unless otherwise stated in the legislation.
- (b) Upon the refusal or failure of the mayor to sign any ordinance, resolution, contract, warrant or other document or instrument requiring such within ten business days of adoption, the vice-mayor will sign the ordinance, resolution, contract, warrant or other document. The vice-mayor's signature will have the same force and effect as that of the mayor.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-65. - Meeting, location and time.

- (a) Regular meeting of the city council will be held on the first and third Tuesday of each month at 6:00 p.m. at City Hall, 16000 N. Civic Center Plaza, Surprise, Arizona, unless otherwise provided in the public notice.
- (b) Work sessions may be held for the purpose of presentations to and discussions with council. Action by council at work sessions is limited to general consensus, conveying questions or requesting information. No formal action of the city council may be taken at work sessions.
- (c) Special meetings may be convened by the mayor at any time.
- (d) The city council may call, vacate, or change the date, time or location of a specific meeting by majority vote.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013; Ord. No. 2014-03, § 2, 1-28-2014)

Sec. 2-66. - Open meeting requirements.

All meetings of the city council and mayor subcommittees will comply with the requirements of Arizona Revised Statute, Title 38, Chapter 3, Article 3.1.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Secs. 2-67—2-79. - Reserved.

DIVISION 4. - PARLIAMENTARY PROCEDURE

Sec. 2-80. - Applicable rules of parliamentary procedure.

- (a) The latest standard edition of Robert's Rules of Order will serve as a guide for parliamentary procedure of the common council.
- (b) The city attorney or designee will serve as the parliamentarian for all city council meetings.
- (c) Except when the city attorney or designee is present, the chair of every board and commission will serve as parliamentarian for the respective public body.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-81. - Right to speak.

A member of the common council, when recognized by the chair, will have the right of floor but must at all times confine himself to the question under debate.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Secs. 2-82—2-99. - Reserved.

ARTICLE VIII. - BOARDS, COMMITTEES AND COMMISSIONS^[9]

Footnotes:

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Editor's note— Ord. No. 2014-14, § 1, adopted Nov. 23, 2014, repealed the former Art. VIII, §§ 2-295—2-305. Section 5(Exh. A) of said ordinance enacted a new Art. VIII as set out herein. The former Art. VIII pertained to similar subject matter and derived from Code 2007, §§ 2.04.150, 2.04.180, 2.04.190, 2.04.200, 2.04.210, 2.04.220, 2.04.230, 2.04.240, 2.04.250; Ord. No. 08-52, § 1, adopted Jan. 8, 2009; Ord. No. 09-06, § 2, adopted Feb. 12, 2009; Ord. No. 09-10, § 1, adopted March 13, 2009; Ord. No. 09-21, § 1, 5-14-2009; Ord. No. 2011-07, §§ 1—8, 2-22-2011; Ord. No. 2012-08, §§ 1, 2, adopted June 12, 2012; Ord. No. 2012-09, § 1, adopted June 26, 2012; Ord. No. 2012-10, § 1, 9-25-2012; Ord. No. 2012-11, § 1, adopted Nov. 13, 2012.

Sec. 2-290. - Definitions.

As used in Chapter 2, Article VIII, Boards, Commissions, and Committees, the following terms will have the meaning set forth in this section:

Board means a permanent body created by city council with the authority to make decisions that are not referred to city council.

Commission means a permanent body created by city council with the authority and primary purpose of which is to make recommendations to city council or staff.

Council committee or *committee* means a temporary body created by city council for a limited purpose, the existence of which lasts until the purpose of the body has been fulfilled. Committee under this section does not mean or include subcommittees created pursuant to section 2-40 of this Code.

Majority for purposes of any action taken by a public body means, unless otherwise specified, more than half of the members present at a meeting.

Membership means filled seats or positions on a public body but does not include vacancies.

Public body or *body* means a city council created board, commission or committee.

Quorum , unless otherwise specified, means the majority of membership of a public body.

Regular meeting means meetings held pursuant to an annual meeting calendar adopted by the body pursuant to section 2-295(12).

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-291. - Formation.

- (a) Boards and commissions must be formed by ordinance, approved by the majority of city council at a properly noticed public meeting.
- (b) Council committees must be formed by resolution approved by the majority of city council at a properly noticed public meeting.
- (c) An ordinance or resolution creating a public body must include:
 - (1) A statement describing the purpose or mission of the body;

- (2) A description of the powers of the body;
- (3) Any membership and residency requirements of the body; and
- (4) A statement of applicable bylaws of the body to the extent the bylaws contained in section 2-295 do not apply.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-292. - City credentials.

No public body will be provided any city identification, including business cards, except the planning and zoning commission who may be provided city credentials as deemed appropriate by the city manager. Notwithstanding the above, city council may authorize city identification upon formal request by any public body.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-293. - Consolidated meetings.

- (a) For the purposes of this section, "consolidated meeting" means a joint meeting of two or more public bodies for the purpose of joint discussion, education, recognition, or similar business.
- (b) ~~At least once per calendar year, a consolidated meeting of all public bodies will be held at a time and place to maximize attendance by members of the public bodies. During the annual consolidated meeting, The Mayor, or council by a majority vote, at a properly noticed public meeting may order the consolidated meeting of council and one or more public bodies. The order shall identify the item(s), question(s), or topic(s) to be included on the agenda of the consolidated meeting and the place, date, and time of said meeting.~~
- ~~(1) Participation in a city council public body will be recognized; and~~
- ~~(2) The chairperson of each public body will be given the opportunity to provide an update of the body's activities and anticipated activities.~~
- (c) City council may, by motion approved by majority vote, refer any item, question, or topic to a consolidated meeting consisting of two or more of its public bodies.
- ~~(d) When expedient to fulfilling the purpose or mission of two or more public bodies, and upon consensus of the chairs thereof, the respective public bodies may hold a consolidated meeting.~~
- (e) The city manager or his designee will act as staff liaison for all consolidated meetings.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-294. - Reserved.

Sec. 2-295. - Bylaws.

All public bodies of the city will operate under the following set of bylaws except as otherwise stated in this Code or in the resolution or ordinance creating the body:

- (1) *Offices.* The principal office of every public body will be the Surprise City Hall.
- (2) *Number.* Each body will consist of seven persons.
- (3) *Member qualifications, generally.*

- a. Each member of the body must be a resident of the city and must remain so during the term of appointment.
 - b. Persons may serve on no more than two public bodies concurrently, and neither body may review, consider, or make recommendations to the other body. For example, a member may serve on both the arts commission and the planning commission, because neither commission "reviews, considers or makes recommendations to the other" commission.
 - c. Individuals related by marriage, blood, or adoption, may not serve on the same public body.
 - d. Employees may not serve as members of any public body.
 - e. No city council member may serve as a member of any city public body other than city council.
- (4) *Selection.* Selection and appointment for all vacancies will be in accordance with section 2-296. In the event of the death, resignation, or removal of any member, a new member will be appointed to serve the unexpired portion of the term vacated, using the selection process described in section 2-296. For purposes of this section, resignations must be in writing and are effective upon delivery to the city clerk.
 - (5) *Volunteer service.* Each member of every public body serves on a voluntary basis and is not entitled to receive any compensation or benefits from the city for time spent or service performed as a member of a public body.
 - (6) *Term of appointment.* Voting members will be appointed to staggered terms of four years, which will expire on June 30 of odd numbered years, with no term limits. The initial term of the majority of members will be a four-year term, and the minority of members a two-year term. Each subsequent term will be four years. The initial terms will be effective immediately, but end on June 30. Each subsequent term will commence on July 1.
 - (7) *Political activity.* No member of a public body may use membership on the body to advocate, campaign, or influence the outcome of an election. Violation of this section will be promptly referred to city council, and the member may be removed from the public body. No member of a public body may offer him or herself for nomination, appointment, or election to any local, state or federal office.
 - (8) *Attendance.* Attendance shall be taken at every meeting of a public body and the staff liaison shall report attendance to the City Clerk, identifying whether any absence is excused or unexcused. If any member of a public body accrues three, or two consecutive, unexcused absences from two consecutive meetings or three meetings in any six-month period, or repeatedly fails to respond to contact from city staff regarding body activity, the matter will be promptly referred to the Boards and Commissions Nominations Committee by the City Clerk. Upon referral, the Committee will reach resolution of the excessive unexcused absences in coordination with the chair of the applicable board or committee and the member in question. In the event a satisfactory resolution is not achieved, the Committee shall forward a report including findings and conclusions and a recommendation to City Council for consideration and action. City council for action which may include removal of the member. If removed because of attendance, the member will be ineligible for appointment to any public body for a period of no less than six months. Attendance by a member must be in person; attendance by telephone is not permitted. For purposes of this Section, excused absence shall have the same meaning as defined by Sec. 2-60 of this Code.
 - (9) *Removal.* Body members serve at the pleasure of city council and may be removed with or without cause by a majority vote of city council. The decision of city council is final and not appealable. At the time of removal, city council may establish a period during which the removed member is ineligible for reappointment to one or more public bodies.
 - (10) *Powers, duties, and responsibilities.*

- a. Each public body has the powers, duties and responsibilities described in the resolution or ordinance creating the body.
 - b. Each public body may consider, and make recommendations regarding, any item specifically referred to the body by city council.
 - c. Public bodies may not create, appoint, or authorize any subcommittees or working groups unless specifically authorized in the resolution or ordinance creating the public body.
 - d. Actions formulated or submitted by any commission or committee are advisory and are not binding on the city, city council, or city staff. Recommendations made to city council by any public body are advisory only and are not binding on city council.
- (11) *Chair/vice-chair; elections.*
- a. Each body must elect a chair and vice-chair each July from among its members.
 - b. The vice-chair will act as chair in the chair's absence. In the absence of the chair and vice-chair, the body members in attendance must select a member to act as the chair for that meeting.
 - c. Any vacancy for chair or vice-chair, as may occur for any reason, must be filled from the body membership at the next meeting where a quorum of the body is present.
 - d. The chair or vice-chair may be removed from their positions as chair or vice-chair at any time by a three-fourths majority vote of the membership.
 - e. The chair will preside at all meetings of the body, decide all points of order and procedure, and perform any duties required by law, ordinance, or resolution.
 - f. The chair has the right to vote on all matters before the body and the right to make or second motions in the absence of a motion or a second made by another member.
- (12) *Meetings.*
- a. Regular meetings will be held as needed, but no less than once a year.
 - b. Special meetings may be called by or at the request of the city manager or chair.
 - c. Each body must establish an annual schedule for regular meetings designating the time, date and location for such regular meetings.
 - d. Meetings must be held at a time and place designed to maximize public engagement in the business before the body. Regular meetings must be held in City Hall at 6:00 p.m. unless otherwise designated in the annual schedule.
- (13) *Notice of Meetings.* Meetings must be conducted in full compliance with Arizona Open Meeting Law, and material for the agenda delivered to the city clerk no later than five business days prior to the meeting date. Items on the agenda must be limited to items in furtherance of the body's purpose and mission.
- (14) *Quorum.* No action may be taken at any meeting in the absence of a quorum, except the taking of attendance and action to adjourn the meeting to a subsequent date.
- (15) *Order of business.*
- a. Meetings will generally be conducted consistent with Robert's Rules of Order, unless other procedural rules are adopted by city council.
 - b. When a specific agenda item is open for public comment by the chair, members of the public may speak to an item under consideration upon being recognized by the chair and stating their name and address and the names of the persons on whose behalf they are appearing. Generally, matters of a personal nature such as employee discipline, disability, or retirement, should not be open for public comment.

(16) *Voting.*

- a. Each member attending a meeting is entitled to one vote. The minutes of the proceedings will indicate the vote of every member on every matter acted upon and will indicate any absence or failure to vote.
- b. Each member must disqualify themselves and abstain from participating in the deliberation and voting whenever the member has a conflict of interest on the item under consideration, as described and provided for in Arizona Revised Statutes.

(17) *Retention of files.* The official records of every public body will include the agendas and minutes of meetings, must be deposited with the city clerk's office, and will be available for public inspection during regular office hours in accordance with state law.

(18) *Staff liaison; minutes.* The city manager will appoint a staff liaison and ensure staff attendance at meetings of every public body, as necessary, for the purpose of taking minutes and/or audio recordation of the meeting. Minutes will comply with the Arizona Open Meeting Law.

(19) *Legal counsel.* The city attorney will act as legal counsel to every public body and will attend meetings as necessary.

(20) *Duration.* Each public body will remain in place until such time as city council elects to dissolve the body.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2015-23, § 1, 12-1-15; Ord. No. 2016-27, § 1(Exh. A), 10-4-16)

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a) *Application process.*

- (1) Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.
- (2) The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.
- (3) All persons, including current members seeking re-appointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations committee objects to reappointment. Notice of the nominations committee's objection for reappointment will be provided to the member no less than ten business days after referral by the city clerk.
- (4) All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b) *Boards and commissions nominations committee.*

- (1) The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

- (2) The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.
- (3) The nominations committee will interview all qualified applicants in executive session. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.
- (4) The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. The committee, in its sole discretion, may submit the name of a qualified applicant who has completed the application process through interview, for any subsequent vacancy occurring within ninety (90) days of applicant's interview. In this event the committee exercises this discretion the application process set forth in this Section is waived.
- (5) The committee shall investigate and resolve, short of removal, any allegation of nonfeasance or malfeasance against a public body member. In the event the committee is unable to satisfactorily resolve the matter, or because of the gravity of the substantiated conduct, the committee concludes removal is appropriate, the committee shall submit a report including findings and conclusions and a recommendation to City Council for consideration and action. In administering this provision, the committee's actions should be progressive, from the least punitive to the most punitive measures.

(c) *Appointment.*

- (1) The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.
- (2) Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.
- (3) The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-297. - Public safety personnel retirement system local board.

- (a) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (b) *Composition.* The board will be comprised of:
 - (1) The mayor, or designee, who will serve as chairperson. Any designee must be approved by city council.
 - (2) Two employees selected by secret ballot from the applicable membership ("elected members").
 - (3) Two residents appointed by the mayor and approved by city council ("resident members").
- (c) *Separate bodies.* A separate local board will exist for fire and police related matters. The chairperson and resident members will serve for both bodies. The elected members will serve on their respective boards.
- (d) *Term.* Terms of members other than the chairperson, will be staggered four year terms with one elected member and one resident member serving an initial term ending two years after appointment and the other members serving a term ending four years after appointment. All other provisions in section 2-295(6), not inconsistent with this section, will apply.

- (e) *Meetings.* The local board will meet at least twice per year.
- (f) *Powers, duties and responsibilities.* The local board will have the powers and duties set forth in Arizona Revised Statute 38-847(D) and (E).

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-298. - Disability advisory commission.

- (a) *Mission.* To promote quality of life, accessibility and equity in all aspects related to the city on behalf of and in cooperation with the residents of Surprise who experience disabilities.
- (b) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (c) *Composition.* Disability advisory commission membership must include at least four persons that experience a disability. For purposes of this section, disability means a physical or mental condition that limits the person's movements, activities or senses.
- (d) *Powers, duties and responsibilities.* The commission will:
 - (1) Advocate for compliance with the Americans With Disabilities Act, and other similar federal and state laws, and voluntary participation in the removal of barriers, and to improve accessibility, working with local businesses, public facilities, housing, employers, and public amenities.
 - (2) Evaluate the effectiveness of accessibility to public transportation, and provide feedback to city council, staff, and other city public bodies.
 - (3) Increase community awareness on the capabilities, needs, and issues facing the disabled within the community.
 - (4) Engage the disabled community in the city on issues such as emergency preparedness, and available services and programs.
 - (5) Publicly recognize the efforts of employers, businesses, schools, organizations, individuals and others who have developed outstanding support programs or proactively achieved/sought accessibility, employment, communications and services for city residents with disabilities.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-299. - Arts and cultural advisory commission.

- (a) *Mission.* To spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community.
- (b) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (c) *Composition.* Members will represent a cross section of stakeholders in the community, including local artists.
- (d) *Powers, duties and responsibilities.* The commission will:
 - (1) Develop and present to city council an art master plan that will identify suitable art projects for city buildings or property, including location, and size.
 - (2) Assist and advise the city council, through the city manager, on establishing policies, rules, and methods pertaining to the siting, presentation, acquisition, maintenance, and promotion of public art as part of the City of Surprise One and One-Third Percent Public Art Program.

- (3) Identify and make recommendations to the city council, through the city manager, relating to public art in specific city capital projects. The commission may provide consultation, through the city manager, to departments pertaining to whether and when to site public art in, or whether to include an artist in the design of, specific city capital projects.
- (4) Recommend to city council, through the city manager, appropriate public art projects for expenditure of one and one-third percent public art program funds.
- (5) Recommend an art in private development program, outlining requirements for inclusion of public art in development projects.
- (6) Serve as arts advocates through art awareness activities.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2016-15, § 1, 8-2-16)

Sec. 2-300. - Community and recreation advisory commission.

- (a) *Mission.* To act as advisor to the city council on matters pertaining to the city's parks, facilities, recreation programs, special events, library operations and open space development.
- (b) *Bylaws.* Unless otherwise delineated within this section, the city community and recreation advisory commission will operate under the generally applicable bylaws contained in section 2-295.
- (c) *Composition.* Members will represent a cross section of stakeholders in the community, including residents with experience in real estate, business, finance, education, and parents. In addition, up to three delegates from the Surprise Youth Council will act as non-voting members.
- (d) *Powers, duties and responsibilities.* The commission will:
 - (1) Provide general advice on parks, recreation and library issues, including the Park and Trails Master Plan.
 - (2) Make recommendations to city council on design plans for recreation projects the funding of which has been approved or the design is necessary to procure funding.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-301. - Planning and zoning commission.

- (a) *Mission.* To promote the health, safety, and beauty of the community, and secure growth and development within the city in conformance with the General Plan. Where necessary for the efficient and cost effective operation of the city, the city council may direct that the planning and zoning commission may also sit as the board of adjustment and/or the board of construction review.
- (b) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (c) *Composition.* Members will represent a cross section of stakeholders in the community, including different professions or occupations, so as to constitute as much as possible equal representation for all areas within the city.
- (d) *Powers, duties and responsibilities.* The commission will:
 - (1) Recommend to city council a General Plan, specific plans, and amendments thereto;
 - (2) Review, decide, and make recommendations to city council on matters as set forth in the development code, or as otherwise set forth in this Code.
 - (3) Review and make recommendations to city council regarding design guidelines;

- (4) Review development applications for consistency with applicable zoning and design standards, consistent with the development code.
- (5) Review and make recommendations to city council regarding the classification of parcels of land from one zoning district to another, the adoption or modification of the zoning map, and text amendments to the development code.
- (6) Review and make recommendations to city council regarding regulations and restrictions concerning the erection, construction, reconstruction, alteration, repair, or use of buildings, structures, or land.
- (7) Make recommendations to city council on policy matters regarding the interpretation, enforcement, and administration of the development code.
- (8) Make recommendations in all matters pertaining to the use of United States Department of Housing and Urban Development grant funding programs and other community support grant funding programs.
- (e) All regular meetings of the planning and zoning commission will be televised when reasonably feasible.
- (f) *Appeals.* When sitting as either the board of adjustment or the board of construction review, only decisions of the planning and zoning commission may be appealed as set forth in section 2-303 or 2-304 as appropriate.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2016-27, § 1(Exh. A), 10-4-16)

Sec. 2-302. - Board of adjustment.

- (a) *Mission.* To hear and decide requests for variances from zoning regulations, appeals of zoning administrator decisions and such other powers as may be granted by city council.
- (b) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (c) *Composition.* The board will consist of seven members. For the efficient and cost effective operation of the city, the city council may direct that the planning and zoning commission may sit as the board of adjustment.
- (d) *Powers, duties and responsibilities.*
 - (1) When acting in its role as a board of adjustment, as provided by the Arizona Revised Statutes, the board will hear and decide requests for variances from zoning regulations, appeals of zoning administrator decisions, and such other powers as may be granted by city council.
 - (2) The board may adopt all rules and procedures necessary or convenient for the conduct of its business.
- (e) *Appeals to the board.*
 - (1) Appeals to the board may be taken in the same manner as set forth in state law, except as modified by the provisions of this section 2-302.
 - (2) Appeals to the board may be made by any person, or by any officer, department, board, or commission of the city affected by the decision being appealed. Such appeal must be taken within 30 calendar days of the date of the determination being appealed by filing with the city clerk a notice of appeal specifying the grounds for the appeal. The city clerk will determine if the request is within the authority of the board and respond to the request in writing within ten working days.
 - (3) If the appeal is taken, the zoning administrator will forthwith transfer to the board all of the documents and exhibits constituting the record upon which the appealed action is taken. The

board will hear the appeal at the next regularly scheduled meeting, but not later than 60 calendar days from the notice of appeal. The board will render all decisions and findings in writing to the appellant with a duplicate copy to the zoning administrator.

- (4) The board is authorized to overturn, uphold, or modify a determination of the zoning administrator, and has the same authority as the official in so doing.
- (f) *City council review.* Any person aggrieved by the decision of the board, or the planning commission sitting as the board, may appeal the decision of the board to city council within 15 calendar days after the board has rendered its decision. The aggrieved person, or any municipal officer or official department of the city, or member of city council, may file an appeal whether or not they were a previous party to the decision. Appeals shall be filed in writing with the office of the city clerk and shall specify the grounds for the appeal.
- (g) *Court review.* Any person aggrieved by the decision of the city council, may appeal the decision of the city council to superior court within 30 days as provided by state law. The aggrieved person, or any municipal officer, official department of the city, or member of the city council, may file an appeal whether or not they were a previous party to the decision.
- (h) *Enforcement.* The city is authorized to enforce decisions of the board or, upon successful review, of the city council or the Superior Court.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2016-27, § 1(Exh. A), 10-4-16)

Sec. 2-303. - Board of construction review.

- (a) *Mission .* To hear and decide request for appeals of decisions of administrative authority regarding matters pertaining to enforcement, application and interpretation of construction codes.
- (b) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (c) *Composition.* The board will consist of seven members. For the efficient and cost effective operation of the city, the city council may direct that the planning and zoning commission may sit as the board of construction review.
- (d) *Powers, duties and responsibilities.*
 - (1) The board will hear and decide appeals of decisions of administrative authority regarding matters pertaining to enforcement, application and interpretation of construction codes.
 - (2) The commission shall be authorized to approve an alternative material or method of construction to that required by construction codes, provided the commission finds that the proposed design is satisfactory, complies with the intent of the requirements of the codes, and the material, method, or work to be provided meets the intended purpose and is at least the equivalent to that prescribed in the codes in quality, strength, effectiveness, fire resistance, durability, and safety. The board has no authority to waive or amend the requirements of any technical code adopted by the city.
- (e) *Appeals to the board.* Appeals to the board may be taken in the same manner as set forth in the applicable technical code in the form adopted by the city, except as modified by the provisions of this section 2-303.
 - (1) Appeals to the board shall be taken within 30 calendar days of the date of determination by filing with the city clerk a notice of appeal specifying the grounds for the appeal. The building official shall determine if the request is within the authority of the board and respond to the request in writing within ten working days. If the appeal is taken, the building official shall forthwith transfer to the board all of the documents and exhibits constituting the record upon which the appealed action is taken.

- (2) The board shall hear the appeal at the next regularly scheduled meeting, or not later than 45 calendar days from the notice of appeal.
- (3) The board shall render all decisions and findings in writing to the appellant with a duplicate copy to the administrative authority.
- (4) The board, or the planning and zoning commission sitting as the board of construction review, is authorized to overturn, uphold, or modify a determination of the building official, and has the same authority as the official in so doing. The board shall be authorized to approve an alternative material or method of construction to that required by technical codes of the city, provided the board finds that the design is satisfactory, complies with the intent of the requirements of the codes, and the material, method, or work to be provided meets the intended purpose and is at least the equivalent to that prescribed in the codes in quality, strength, effectiveness, fire resistance, durability, and safety.
- (5) Decisions of the board shall be final.

(Ord. No. 2016-27, § 1(Exh. A), 10-4-16)

Sec. 2-304. - Audit committee.

An audit committee is hereby established to provide advice to city council in respect to fulfilling its oversight responsibilities regarding the integrity of the city's annual comprehensive financial statements. The audit committee will further assist and advise the internal auditor and city council on matters relating to the city's compliance with legal and regulatory requirements, systems of internal controls, management of citywide risk environment and the performance of internal and external auditors. Consistent with this function, the audit committee will endeavor to encourage continuous improvement of, and adherence to, city policies, procedures and practices at all levels.

- (a) *Membership.* The audit committee will be comprised of seven members consisting of the following:
 - (1) Two city council members;
 - (2) Three residents of the city;
 - (3) Two city department executives.

For administrative purposes, the city manager will facilitate the staffing of the audit committee.

All members will have knowledge of financial reporting, accounting, auditing, or relevant field(s) and familiarity with local governance and operations.

- (b) *Bylaws.* To ensure independence and efficiency in the performance of its function, the audit committee is hereby authorized to adopt bylaws which will at a minimum include and address voting rights, meetings, and member terms. The bylaws may include any rules or policies which enable the audit committee to perform and carry out any of the duties enumerated herein.
- (c) *General duties.* The audit committee will periodically:
 - (1) Evaluate significant risk exposures with the internal and external auditors and city management;
 - (2) Review city efforts and programs designed to identify, monitor, control and report risk exposures, including an annual audit plan;
 - (3) Review and make recommendations to relevant city policies, procedures, and practices;
 - (4) Identify emerging issues and risk;
 - (5) Review the internal annual audit plan and monitor any difficulties encountered during the annual audit;

- (6) In coordination with the internal auditor, review significant audit findings and monitor responses thereto;
 - (7) Provide independent review and oversight of the internal and external auditor including any audits either performs;
 - (8) Evaluate internal and external audits for performance and compliance with accepted professional standards;
 - (9) Evaluate the sufficiency of the duties and authority provided by this section and make recommendations for amendment.
- (d) *Authority.* The audit committee is hereby authorized to take any action consistent with the performance of its duties, including but not limited to, conducting investigations into any matter within the scope of its duties.

(Ord. No. 2016-25, § 2(Exh. A), 9-6-16)

Sec. 2-305. - Tourism advisory commission.

- (a) *Generally.* Unless otherwise delineated within this section, the tourism advisory commission shall operate under the generally applicable bylaws contained in section 2-295 and member selection and replacement under section 2-296.
- (b) *Purpose statement.* The purpose of the tourism advisory commission is a partnership of public and private interests whose mission is to build a strategic plan, promote, and market tourism for the City of Surprise. The advisory commission will advance the economic activity of tourism by working with all stakeholders to develop a sustainable industry, resulting in significantly increased numbers of visitors to Surprise.
- (c) *Composition.* Tourism advisory commission general membership shall include members as follows:
 - (1) Two representatives of the hotel industry;
 - (2) Two representatives of the restaurant industry;
 - (3) Two at large members;
 - (4) One person representing the Chamber of Commerce.

All voting members shall be residents of the city, or own a business within the municipal city limits, or an employee of a business within the municipal city limits and remain so during their terms of office.

- (d) *Powers, duties and responsibilities.* The tourism advisory commission will make recommendations to city council and city staff regarding:
 - (1) *Tourism product:*
 - a. To develop a tourism strategy that is applicable to the City of Surprise with quantifiable results;
 - b. To identify and encourage new tourism development opportunities as they arise;
 - c. To analyze events that will contribute to the increased number of visitors;
 - d. To evaluate and potentially plan for a visitors' center either stand alone, co-located with another entity or with others in the West Valley;
 - e. To develop a City of Surprise tourism website.
 - (2) *Marketing and markets:*
 - a. To increase a positive visitor experience leading to increased expenditures, longer visits and repeat visits;

b. Create a comprehensive marketing and promotion strategy.

(3) *Stewardship:*

- a. Engage in a frank self-evaluation of the performance of the strategy developed;
- b. Address business, community development and governmental strategies which affect the implementation of the Surprise Strategy;
- c. Recommend new revenue sources to fund activities;
- d. Take advantage of grants to fund events and programs.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2016-27, § 1(Exh. A), 10-4-16)

Secs. 2-306—2-334. - Reserved.

ORDINANCE # 2017-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-22 (C) DISTRICT VACANCY, AND ARTICLE VIII, SECTIONS 2-293, 295, AND 296 PERTAINING TO BOARDS AND COMMISSIONS.

WHEREAS, Chapter 2, Articles II and VIII of the City Code pertaining to procedures for City Council and the Boards and Commissions were last revised in 2013 and 2014 respectively;

WHEREAS, the City aspires to conduct a review, from time to time, of the City Code and update or revise any provisions which have been identified as needing clarity or revision for various reasons.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. Chapter 2, Article II, Section 2-22 (c)(4) of the Surprise Municipal Code is hereby amended to read as follows:

(4) The council will interview each applicant at a public hearing held no later than ten days following the close of the application acceptance period, followed by a seven-day period during which public comment may be submitted to the city clerk's office. FOR THE PURPOSES OF THIS SECTION, PUBLIC COMMENT SHALL BE DEFINED AS A WRITTEN REMARK EXPRESSING AN OPINION OF THE SUBMITTER RELEVANT TO THE APPOINTMENT OF A CANDIDATE FOR THE VACANCY. PUBLIC COMMENT SHALL NOT INCLUDE SUBMISSION OF WEBSITE LINKS, DOCUMENTS, PICTURES, VIDEOS, OR OTHER MEDIA.

Section 2. Chapter 2, Article VIII, Sections 2-293, 295, and 296 of the Surprise Municipal Code is hereby amended to read as set forth in Attachment A, incorporated herein by reference.

Section 3. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or the Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

ATTACHMENT A

Sec. 2-293. – Consolidated meetings.

- (a) For the purposes of this section, "consolidated meeting" means a joint meeting of two or more public bodies for the purpose of joint discussion, education, recognition, or similar business.
- (b) ~~At least once per calendar year, a consolidated meeting of all public bodies will be held at a time and place to maximize attendance by members of the public bodies. During the annual consolidated meeting:~~ THE MAYOR, OR COUNCIL BY A MAJORITY VOTE, AT A PROPERLY NOTICED PUBLIC MEETING MAY ORDER THE CONSOLIDATED MEETING OF COUNCIL AND ONE OR MORE PUBLIC BODIES. THE ORDER SHALL IDENTIFY THE ITEM(S), QUESTION(S), OR TOPIC(S) TO BE INCLUDED ON THE AGENDA OF THE CONSOLIDATED MEETING AND THE PLACE, DATE, AND TIME OF SAID MEETING.
- ~~(1) Participation in a city council public body will be recognized; and~~
~~(2) The chairperson of each public body will be given the opportunity to provide an update of the body's activities and anticipated activities.~~
- (c) City council may, by motion approved by majority vote, refer any item, question, or topic to a consolidated meeting consisting of two or more of its public bodies.
- (d) WHEN EXPEDIENT TO FULFILLING THE PURPOSE OR MISSION OF TWO OR MORE PUBLIC BODIES, AND UPON CONSENSUS OF THE CHAIRS THEREOF, THE RESPECTIVE PUBLIC BODIES MAY HOLD A CONSOLIDATED MEETING.
- (e) The city manager OR HIS DESIGNEE will act as staff liaison for all consolidated meetings.

Sec. 2-295. - Bylaws

All public bodies of the city will operate under the following set of bylaws except as otherwise stated in this Code or in the resolution or ordinance creating the body:

- (1) *Offices.* The principal office of every public body will be the Surprise City Hall.
- (2) *Number.* Each body will consist of seven persons.
- (3) *Member qualifications, generally.*

- a. Each member of the body must be a resident of the city and must remain so during the term of appointment.
 - b. Persons may serve on no more than two public bodies concurrently, and neither body may review, consider, or make recommendations to the other body. For example, a member may serve on both the arts commission and the planning commission, because neither commission "reviews, considers or makes recommendations to the other" commission.
 - c. Individuals related by marriage, blood, or adoption, may not serve on the same public body.
 - d. Employees may not serve as members of any public body.
 - e. No city council member may serve as a member of any city public body other than city council.
- (4) *Selection.* Selection and appointment for all vacancies will be in accordance with section 2-296. In the event of the death, resignation, or removal of any member, a new member will be appointed to serve the unexpired portion of the term vacated, using the selection process described in section 2-296. For purposes of this section, resignations must be in writing and are effective upon delivery to the city clerk.
- (5) *Volunteer service.* Each member of every public body serves on a voluntary basis and is not entitled to receive any compensation or benefits from the city for time spent or service performed as a member of a public body.
- (6) *Term of appointment.* Voting members will be appointed to staggered terms of four years, which will expire on June 30 of odd numbered years, with no term limits. The initial term of the majority of members will be a four-year term, and the minority of members a two-year term. Each subsequent term will be four years. The initial terms will be effective immediately, but end on June 30. Each subsequent term will commence on July 1.
- (7) *Political activity.* No member of a public body may use membership on the body to advocate, campaign, or influence the outcome of an election. Violation of this section will be promptly referred to city council, and the member may be removed from the public body. NO MEMBER OF A PUBLIC BODY MAY OFFER HIM OR HERSELF FOR NOMINATION, APPOINTMENT, OR ELECTION TO ANY LOCAL, STATE, OR FEDERAL OFFICE.
- (8) *Attendance.* ATTENDANCE SHALL BE TAKEN AT EVERY MEETING OF A PUBLIC BODY AND THE STAFF LIAISON SHALL REPORT ATTENDANCE TO THE CITY CLERK, IDENTIFYING WHETHER ANY ABSENCE IS EXCUSED OR UNEXCUSED. If any member of a public body ACCRUES THREE, OR TWO CONSECUTIVE UNEXCUSED absences from two consecutive meetings or three meetings in any six-month period, or repeatedly fails to respond to contact from city staff regarding body activity the matter will be promptly referred to THE BOARDS AND COMMISSIONS NOMINATIONS COMMITTEE BY THE CITY CLERK. UPON REFERRAL, THE COMMITTEE WILL REACH RESOLUTION OF THE EXCESSIVE UNEXCUSED ABSENCES

IN COORDINATION WITH THE CHAIR OF THE APPLICABLE BOARD OR COMMISSION AND THE MEMBER IN QUESTION. IN THE EVENT A SATISFACTORY RESOLUTION IS NOT ACHIEVED, THE COMMITTEE SHALL FORWARD A REPORT INCLUDING FINDINGS AND CONCLUSIONS AND A RECOMMENDATION TO CITY COUNCIL FOR CONSIDERATION AND ACTION ~~city council for action which may include removal of the member.~~ If removed because of attendance, the member will be ineligible for appointment to any public body for a period of no less than six months. Attendance by a member must be in person; attendance by telephone is not permitted. FOR PURPOSES OF THIS SECTION, EXCUSED ABSENCE SHALL HAVE THE SAME MEANING AS DEFINED BY SEC. 2-60 OF THIS CODE.

- (9) *Removal.* Body members serve at the pleasure of city council and may be removed with or without cause by a majority vote of city council. The decision of city council is final and not appealable. At the time of removal, city council may establish a period during which the removed member is ineligible for reappointment to one or more public bodies.
- (10) *Powers, duties, and responsibilities.*
 - a. Each public body has the powers, duties and responsibilities described in the resolution or ordinance creating the body.
 - b. Each public body may consider, and make recommendations regarding, any item specifically referred to the body by city council.
 - c. Public bodies may not create, appoint, or authorize any subcommittees or working groups unless specifically authorized in the resolution or ordinance creating the public body.
 - d. Actions formulated or submitted by any commission or committee are advisory and are not binding on the city, city council, or city staff. Recommendations made to city council by any public body are advisory only and are not binding on city council.
- (11) *Chair/vice-chair; elections.*
 - a. Each body must elect a chair and vice-chair each July from among its members.
 - b. The vice-chair will act as chair in the chair's absence. In the absence of the chair and vice-chair, the body members in attendance must select a member to act as the chair for that meeting.
 - c. Any vacancy for chair or vice-chair, as may occur for any reason, must be filled from the body membership at the next meeting where a quorum of the body is present.
 - d. The chair or vice-chair may be removed from their positions as chair or vice-chair at any time by a three-fourths majority vote of the membership.

- e. The chair will preside at all meetings of the body, decide all points of order and procedure, and perform any duties required by law, ordinance, or resolution.
- f. The chair has the right to vote on all matters before the body and the right to make or second motions in the absence of a motion or a second made by another member.

(12) *Meetings.*

- a. Regular meetings will be held as needed, but no less than once a year.
- b. Special meetings may be called by or at the request of the city manager or chair.
- c. Each body must establish an annual schedule for regular meetings designating the time, date and location for such regular meetings.
- d. Meetings must be held at a time and place designed to maximize public engagement in the business before the body. Regular meetings must be held in City Hall at 6:00 p.m. unless otherwise designated in the annual schedule.

(13) *Notice of Meetings.* Meetings must be conducted in full compliance with Arizona Open Meeting Law, and material for the agenda delivered to the city clerk no later than five business days prior to the meeting date. Items on the agenda must be limited to items in furtherance of the body's purpose and mission.

(14) *Quorum.* No action may be taken at any meeting in the absence of a quorum, except the taking of attendance and action to adjourn the meeting to a subsequent date.

(15) *Order of business.*

- a. Meetings will generally be conducted consistent with Robert's Rules of Order, unless other procedural rules are adopted by city council.
- b. When a specific agenda item is open for public comment by the chair, members of the public may speak to an item under consideration upon being recognized by the chair and stating their name and address and the names of the persons on whose behalf they are appearing. Generally, matters of a personal nature such as employee discipline, disability, or retirement, should not be open for public comment.

(16) *Voting.*

- a. Each member attending a meeting is entitled to one vote. The minutes of the proceedings will indicate the vote of every member on every matter acted upon and will indicate any absence or failure to vote.
- b. Each member must disqualify themselves and abstain from participating in the deliberation and voting whenever the member has a conflict of interest

on the item under consideration, as described and provided for in Arizona Revised Statutes.

- (17) *Retention of files.* The official records of every public body will include the agendas and minutes of meetings, must be deposited with the city clerk's office, and will be available for public inspection during regular office hours in accordance with state law.
- (18) *Staff liaison; minutes.* The city manager will appoint a staff liaison and ensure staff attendance at meetings of every public body, as necessary, for the purpose of taking minutes and/or audio recordation of the meeting. Minutes will comply with the Arizona Open Meeting Law.
- (19) *Legal counsel.* The city attorney will act as legal counsel to every public body and will attend meetings as necessary.
- (20) *Duration.* Each public body will remain in place until such time as city council elects to dissolve the body.

Sec. 2-296.- Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a) *Application process.*

- (1) Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.
- (2) The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.
- (3) All persons, including current members seeking re-appointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations committee objects to reappointment. Notice of the nominations committee's objection for reappointment will be provided to the member no less than ten business days after referral by the city clerk.
- (4) All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b) *Boards and commissions nominations committee.*

- (1) The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2) The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3) The nominations committee will interview all qualified applicants IN EXECUTIVE SESSION. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

(4) The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. THE COMMITTEE, IN ITS SOLE DISCRETION, MAY SUBMIT THE NAME OF A QUALIFIED APPLICANT WHO HAS COMPLETED THE APPLICATION PROCESS THROUGH INTERVIEW, FOR ANY SUBSEQUENT VACANCY OCCURRING WITHIN NINETY (90) DAYS OF APPLICANT'S INTERVIEW. IN THE EVENT THE COMMITTEE EXERCISES THIS DISCRETION THE APPLICATION PROCESS SET FORTH IN THIS SECTION IS WAIVED.

(5) THE COMMITTEE SHALL INVESTIGATE AND RESOLVE, SHORT OF REMOVAL, ANY ALLEGATION OF NONFEASANCE OR MALFEASANCE AGAINST A PUBLIC BODY MEMBER. IN THE EVENT THE COMMITTEE IS UNABLE TO SATISFACTORILY RESOLVE THE MATTER, OR BECAUSE OF THE GRAVITY OF THE SUBSTANTIATED CONDUCT, THE COMMITTEE CONCLUDES REMOVAL IS APPROPRIATE, THE COMMITTEE SHALL SUBMIT A REPORT INCLUDING FINDINGS AND CONCLUSIONS AND A RECOMMENDATION TO CITY COUNCIL FOR CONSIDERATION AND ACTION. IN ADMINISTERING THIS PROVISION, THE COMMITTEE'S ACTIONS SHOULD BE PROGRESSIVE, FROM THE LEAST PUNATIVE TO THE MOST PUNATIVE MEASURES.

(c) *Appointment.*

(1) The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2) Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3) The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.



CITY OF SURPRISE
Regular City Council Meeting

January 16, 2018 @ 6:00:00 PM

Back Print

Council Meeting Date:	January 16, 2018	Contact Person:	City Attorney Wingo
Submitting Department:	Attorney's Office	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to enter into Executive Session to discuss and consider mid-year personnel evaluations and goal progress for the City Manager, City Clerk, and City Attorney pursuant to A.R.S. 38-431.03 (A)(1).

Motion:

I move to recess into executive session for the reason noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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No Attachments Available