



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

Tuesday, October 2, 2018 @ 6:00 PM
COUNCIL CHAMBERS

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

- 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:
- 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 Internal | Consideration and action pertaining to amending the City's adopted \$50,000 list for operating and capital associated with Public Works, Water Resource Management and Citywide items; Resolution # 2018-143. | None
David
Kohlbeck,
Public
Works |
| 2. | District Internal | Consideration and action pertaining to approval of an amendment | None |

- | | | |
|---|--|---|
| | <u>to the FY2019 Budget by reallocating appropriations of \$5,900 within the Grants Fund for the Congregate Meal Program; Resolution # 2018-146.</u> | Joe Gladieux,
HSCV |
| 3. | District Citywide <u>Consideration and action pertaining to approval of an amendment to the FY2019 Budget by reallocating appropriations of \$20,000 from Contingency to Services within the Tourism Fund; Resolution #2018-147.</u> | None
Kendra Pettis |
| 4. | District Citywide <u>Consideration and action pertaining to acceptance of the City of Surprise Transit Study.</u> | Approve
Martin Lucero -
Community Development |
| 5. | District 1 <u>Consideration and action pertaining to approval of a Map of Dedication entitled, "Map of Dedication For Yearling Road" dated August 2, 2018, a roadway generally located in Rancho Mercado.</u> | Approve
Robert H. Kuhfuss -
Community Development |
| 6. | District 5 <u>Consideration and action on a Series 12 (Restaurant) liquor license request by Jose Antonio Salazar for Chef Peter's Bistro located at 17300 N. Sun Village Parkway, Suite "D", Surprise, Arizona 85374.</u> | None
Sherry Ann Aguilar, City Clerk |
| 7. | District Citywide <u>Consideration and action on the minutes of September 11, 2018 Special City Council Meeting; September 18, 2018 Regular City Council Work Session, Regular City Council Meeting and Executive Session.</u> | None
Sherry Ann Aguilar,
City Clerk |
| 8. | District 5 <u>Consideration and action on a request by Aaron Feinberg, Director of Operations at American Greyhound Racing for Off-Track wagering at Brookside Bar & Grill located at 15170 W. Bell Road, Surprise, AZ 85374 commencing August 29, 2018 through December 31, 2021.</u> | None
Sherry Ann Aguilar, City Clerk |
|
Regular Agenda Item - Non-Public Hearing: | | |
| 9. | District 1 <u>Presentation and discussion pertaining to the FY2018 Financial Status Report through June 2018.</u> | None
Andrea Davis,
Finance Director |
| 10. | District 5 <u>Consideration and action pertaining to approval of a Comprehensive Sign Program for Surprise Professional Center; Case # FS18-435.</u> | Approve
Robert Kuhfuss -
Community Development |
| 11. | District Citywide <u>Consideration and action pertaining to a Master License Agreement for AT&T Wireless by DSW – C&E Mobility under Case # FS18-460.</u> | Approve
Hobart Wingard -
Community Development |

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

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

October 2, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 2, 2018	Contact Person:	David Kohlbeck, Public Works
Submitting Department:	Public Works	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to amending the City's adopted \$50,000 list for operating and capital associated with Public Works, Water Resource Management and Citywide items; Resolution # 2018-143.

Motion:

I move to approve Resolution 2018-143.

Background:

Council approved the public works, water resource management, citywide and capital budget list for supplies and services, that was included in the Fiscal Year 2019 Capital and Operating list of items over \$50,000. Some items were missed while others need adjustments now to avoid additional trips to council for future adjustments.

Objective Analysis:

The positive impact with this item is it reflects more accurately the cost of supplies and services to be purchased. There is no negative impacts with this item as all monies have been budgeted.

Policy Compliant:

This item is policy compliant.

Financial Impact:

The costs associated with these items are estimated in Exhibit A of Resolution 2018-143.

Budget Impact:

Funding is included in the FY2019 Public Works, Water Resource Management, Citywide operating and capital budget within the respective funds. Re-prioritization of Public Works, Water Resource Management, Citywide and Capital supplies and services needs, requires an amendment to the FY2019 Capital and Operating List of Items Over \$50,000.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

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☐ [Res 2018-143](#)

RESOLUTION # 2018-143

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 CAPITAL AND OPERATING LIST OF ITEMS OVER \$50,000 BY INCREASING WATER RESOURCE MANAGEMENT PUBLIC WORKS AND CITYWIDE OPERATIONAL AND CAPITAL ITEMS OVER \$50,000 TO ALIGN WITH APPROVED FY2019 BUDGET.

WHEREAS, the FY2019 budget was adopted included funding for numerous supplies, services for Public Works, Water Resource Management as well as Citywide and capital projects;

WHEREAS, that list needs to be adjusted to accommodate various line item adjustments throughout the year;

WHEREAS, the FY2019 budget, including the FY2019 Capital and Operating List of Items Over \$50,000, was adopted by Council Resolution #2018-78 on June 5, 2018; and

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, the Fiscal Year 2019 Capital and Operating List of Items Over \$50,000 of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

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 # 2018-143
Exhibit A

1. Listing of all operating and capital adjustments associated with \$50,000 list which need to be adjusted.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
CAPITAL PROJECTS				
New	SPA1 WRF Disinfect Contact Tank Cover Design and construction (P71290)	\$0	\$150,000	\$150,000
19060	Public Works Yard Design, land, construction (P61480)	\$2,054,800	\$6,933,200	\$8,988,000
19064	Pavement Preservations GO Bond Design, land and construction (P61460)	\$4,934,500	\$12,800	\$4,947,300
CITYWIDE				
19315	Electricity Utility	8,887,200	\$100,000	\$8,987,200
19316	Fuel contracts to fuel City fleet for unleaded and diesel fuel	1,512,400	\$100,000	\$1,612,400
19317	Water Utility	1,556,800	\$100,000	\$1,656,800
19318	Landscape services	855,700	\$100,000	\$955,700
19319	Outside vehicle repair and other services	\$537,700	\$100,000	\$637,700
19320	Janitorial Services	504,100	\$100,000	\$604,100
19321	Natural Gas	210,600	\$100,000	\$310,600
PUBLIC WORKS				
19288	Regional transit service Express Route and paratransit	\$1,020,600	\$20,000	\$1,040,600
19289	Solid Waste containers such as, but not limited to, trash/recycle cans and baskets, roll-off containers	\$321,600	\$100,000	\$421,600
19290	Building maintenance services such as fire alarm and fire suppression testing, elevator maintenance, and inspections and maintenance of chillers and boilers	\$135,500	\$20,000	\$155,500
19291	Household Hazardous Waste services	\$89,400	\$10,000	\$99,400

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
19293	Central Arizona Project charges for Municipal and Industrial (M&I) delivery, underground water storage, and capital	1,934,600	\$20,000	\$1,954,600
19294	Chemicals	803,400	\$50,000	\$853,400
19295	Maintenance, mechanical, and electrical repairs to equipment such as, but not limited to, motors, air conditioning, fiber optic, pumps, gear boxes, generator, and backflow devices	625,200	\$20,000	\$645,200
19296	Annual water recharge fees and other contracted services	509,900	\$100,000	\$609,900
19297	Water Portfolio Management services	120,000	\$100,000	\$220,000
19298	Recharge basin, wells and sewer lines maintenance	207,900	\$100,000	\$307,900
PUBLIC WORKS / WATER RESOURCE MANAGEMENT				
19300	Sanitation services, hauling, and landfill disposal fees	\$1,663,900	\$100,000	\$1,763,900
19301	Auto parts and lubricants	845,600	\$20,000	\$865,600
19302	Operating Equipment, Tools, and Parts	824,700	\$20,000	\$844,700
19303	Signs and Sign Supplies	243,700	\$20,000	\$263,700
19304	Street maintenance services such as striping, road resurfacing, curb cuts, sidewalk replacement, and traffic control related to the maintenance of streets	203,100	\$20,000	\$223,100
19305	Lab Services	228,400	\$40,000	\$268,400
19306	Building Maintenance	286,200	\$20,000	\$306,200
19307	Street Repair Supplies	279,300	\$20,000	\$299,300
19308	Ground maintenance services and supplies	\$162,000	\$20,000	\$182,000
19309	Professional Services-Recording License Fees	178,500	\$20,000	\$198,500
19310	Professional Services-Software Licenses	180,700	\$20,000	\$200,700
19311	Pest Control Services	144,700	\$40,000	\$184,700
19312	Traffic Signal Supplies	\$92,000	\$20,000	\$112,000
19313	Cleaning Janitorial Supplies	\$72,300	\$20,000	\$92,300
19314	Uniform - Laundry Services	\$53,200	\$20,000	\$73,200



CITY OF SURPRISE
Regular City Council Meeting

October 2, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 2, 2018	Contact Person:	Joe Gladieux, HSCV
Submitting Department:	Human Service & Community Vitality	District:	Internal
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 FY2019 Budget by reallocating appropriations of \$5,900 within the Grants Fund for the Congregate Meal Program; Resolution # 2018-146.

Motion:

I move to approve Resolution # 2018-146.

Background:

The City of Surprise, through its Human Service & Community Vitality Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004. The FY2019 contract for services was adopted by Council Resolution # 2018-81 for \$60,000 on June 19, 2018, \$11,700 for Multipurpose Operations and \$48,300 for Congregate Meal program. Area Agency initiated a contract amendment that proposes to decrease Multipurpose Operations by \$5,850 which will result in total funding of \$5,850; and to increase Congregate Meal program by \$5,850 which will result in total funding for Congregate Meals to \$54,150.

Objective Analysis:

This action allows HSCV to increase funding towards the congregate meal program delivery.

Policy Compliant:

This action is compliant with City and Council Policy.

Financial Impact:

The amendment decreases Multipurpose Operations by \$5,850 which will result in total funding of \$5,850; and to increase Congregate Meal program by \$5,850 which results in total funding of \$54,150. This change does not alter the total amount of the grant received, and only impacts the amount per program.

Budget Impact:

This action represents a reallocation of funding in the amount of \$5,900 from Multipurpose Operations to the Congregate Meal program to amend the Area Agency on Aging contract for FY2019. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. These allocations do no increase or decrease the total budget.

FTE Impact:

This item does not impact the overall FTE count.

ATTACHMENTS:

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☐ [Resolution](#)

RESOLUTION # 2018-146

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE CONTRACT FOR SERVICES BETWEEN THE CITY OF SURPRISE AND AREA AGENCY ON AGING FOR FISCAL YEAR 2019 REALLOCATING APPROPRIATIONS OF \$5,900 FROM MULTIPURPOSE OPERATIONS WITHIN THE GRANTS FUND TO CONGREGATE MEALS WITHIN THE GRANTS FUND.

WHEREAS, the City of Surprise, through its Human Service & Community Vitality Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004;

WHEREAS, the FY2019 contract for services was adopted by Council Resolution # 2018-81 on June 19, 2018;

WHEREAS, the amendment proposes to decrease Multipurpose Operations by \$5,850 which will result in total funding of \$5,850; and to increase Congregate Meal program by \$5,850 which will result in total funding of \$54,150;

WHEREAS, the FY2019 budget was adopted by Council Resolution #2018-78 on June 5, 2018;

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, 2018 through June 30, 2019.

Section 2. 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 agreements as described in *Exhibit B*.

SIGNATURES ON THE FOLLOWING PAGE

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 # 2018-146

Exhibit A

1. Appropriation - The allocation below represents a reallocation in the amount of \$5,900 from Multipurpose Operations to the Congregate Meal program to amend the Area Agency contract for FY2019. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51501 FY 19 - AAA - Congregate Meals	E	48,300	5,900	54,200
Grants	Human Svcs and Comm Vitality	#G51511 FY 19 - AAA - Senior Center	E	11,700	(5,900)	5,800
Expense Total				60,000	-	60,000
Revenue Total				-	-	-

EXHIBIT B

CONTRACT FOR SERVICES AMENDMENT BETWEEN THE CITY OF SURPRISE AND *AREA AGENCY ON AGING*

Contract #2019-38-SUR

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated AND
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85374
623-222-1500 fax: 623-222-1501
EIN 86-6007796

EFFECTIVE DATE OF THIS AMENDMENT: September 1, 2018

PURPOSE OF THE AMENDMENT:

1. Decrease Area Agency funding for Multipurpose Operations (MCO) by \$5,850 to \$5,850;
2. Due to the MCO funding decrease, increase Area Agency funding for the Congregate Meal Program by \$5,850 to \$54,150;

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. IN WITNESS THEREBY OF SIGNATURE, THE PARTIES ENTER INTO THIS CONTRACT:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

CITY OF SURPRISE

Signature and Date

Mary Lynn Kasunic, President & CEO
Area Agency on Aging, Region One

Signature and Date

Seth Dyson, Director,
Human Services & Community Vitality

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2019-38-SUR

CONTRACTOR: City of Surprise

TYPE: ***Amendment 1***

CONTRACT TERM: July 1, 2018 to June 30, 2019

Contract Reimbursement Ceiling for all Services: TOTAL: **\$ 60,000**

CONTRACT OPERATING BUDGET

	Congregate Meals	Multipurpose Operations
REVENUE		
Area Agency	54,150	5,850
Project Income	21,000	-
Non-Fed Inkind	-	-
Non-Fed Cash	94,560	176,842
Other Federal	3,500	2,300
TOTAL	173,210	184,992
EXPENSES		
Personnel	84,598	138,075
ERE	16,362	26,517
Prof&Outside	3,500	2,300
Travel	200	-
Space	8,550	12,400
Equipment	-	-
Materials/Supl	58,800	5,300
Operating Svc	1,200	400
Indirect	-	-
TOTAL	173,210	184,992
UNITS	10,000	4,119
UNIT RATE	\$ 17.32	\$ 44.91



CITY OF SURPRISE
Regular City Council Meeting

October 2, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 2, 2018	Contact Person:	Kendra Pettis
Submitting Department:	Sports and Tourism	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 FY2019 Budget by reallocating appropriations of \$20,000 from Contingency to Services within the Tourism Fund; Resolution #2018-147.

Motion:

I move to approve Resolution #2018-147.

Background:

On April 30, 2018 the Tourism Advisory Commission voted to recommend that Council approve the allocation of tourism funds in an amount not to exceed \$20,000 for a resort feasibility study. On May 15, 2018 Council approved Resolution 2018-73 that authorized the resort feasibility study and a budget amendment to the FY2018 budget.

The Tourism Advisory Commission voted on September 13, 2018 to chose CBRE to perform the services for the resort feasibility study not to exceed \$20,000. Resolution 2018-73 was approved for the FY2018 budget and this resolution would approve the reallocation of appropriations for the FY2019 budget as the services will be performed during FY2019.

Objective Analysis:

The Resort Feasibility Study will deliver important market data about Surprise and will be used as a tool to try to attract a resort to the City of Surprise.

Policy Compliant:

Studies are listed as one of the designated items that the Tourism Fund can be used for according to Ordinance No. 2015-10.

Financial Impact:

One time cost not to exceed \$20,000 allocated from the Tourism Fund.

Budget Impact:

Budget amendment to transfer up to \$20,000 from the Tourism Contingency Fund to the Tourism Services Fund for the resort feasibility study.

FTE Impact:

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

ATTACHMENTS:

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☐ [CBRE Proposal for Resort Feasibility Study](#)

☐ [Resolution 2018-147](#)



Jeff Lugosi, MAI, CRE, FRICS, ISHC
Managing Director
CBRE Hotels, Consulting

CBRE, Inc.
400 South Hope Street, 25th Floor
Los Angeles, CA 90071

+1 213 613 3375 Office

Jeff.Lugosi@cbre.com
www.cbrehotels.com

Sent Via Email: Cyndi.hawk@surpriseaz.gov
NO HARD COPY TO FOLLOW

August 6, 2018

Ms. Cyndi Hawk, CPPB
Senior Buyer | Procurement
City of Surprise | Finance
16000 North Civic Center Plaza | 3rd Floor
Surprise, Arizona 85374

Dear Ms. Hawk:

In accordance with your request, we are pleased to submit this proposal in connection with a study of potential market demand and the preparation of statements of estimated annual operating results for a proposed full-service resort to be located within the City of Surprise, Arizona.

We understand that the City of Surprise is examining the potential for successful development of a resort facility within the City of Surprise and its planning area. We further understand, that although a specific site has not been designated, there are potential sites within the City that may provide an opportunity for hospitality development and that you the City is seeking to determine what type of hospitality project is feasible by the private sector and what amenities could be supported.

To assist you process, we will be pleased to conduct a study to ascertain the potential market demand for the proposed hotel. Our analysis will assist you and your associates in establishing a program for the development of the property. Assuming that there is market demand for a resort, we will prepare an analysis of the financial feasibility of developing such a property at the identified site, including any financial incentives that may be necessary to attract the type of full-service resort that the City of Surprise desires.

CBRE HOTELS

As a point of background, we would like to provide you with a brief overview of our Firm. CBRE Hotels is a division of the CBRE Group, Inc. (NYSE:CBG), the largest full service, real estate and investment organization in the World with more than 70,000 employees located in more than 400 offices worldwide. CBRE Hotels operates as a specialized group within CBRE and provides hospitality and real estate industry professionals with a global practice and one-stop shop of unparalleled, global and fully integrated real estate services and products. CBRE Hotels is comprised of over 375 dedicated hospitality professionals located in more than 60 offices across the globe, including San Francisco, Boston, New York, Philadelphia, Atlanta, Jacksonville, Washington, D.C., Houston, Indianapolis, Los Angeles, Seattle, and Bozeman in the U.S.

CBRE Hotels consists of three integrated hospitality-focused divisions including consulting, brokerage and capital markets, and research, as discussed below.

Consulting

Our consulting services group provides advisory services and industry expertise to help our clients in planning, developing, managing, financing, problem-solving, improving operations, and valuing hotels and other hospitality assets. Our engagements range from [hotel market and financial](#) feasibility studies to investment structuring, and from [hotel appraisals](#) to asset management.

Our consulting group is constantly providing clients both large and small with the most constructive and valuable advice in the industry, performing feasibility and market studies, acquisition due diligence and valuations involving hotels, resorts, restaurants, golf courses, and a variety of mixed-use developments and other hospitality products. We have the distinct advantage of being the only hospitality valuation and advisory firm with its own, proprietary database of U.S. hotel financial statistics.

Consulting Services

- Asset Management and Management Company Selection
- Real Estate Appraisals and Business Valuation
- Market and Financial Feasibility Studies
- Litigation Support and Expert Testimony
- Acquisition Due Diligence
- Operational Studies
- Tourism and Recreational Studies
- Resort and Recreation Services
- Conference, Convention, and Public Assembly Facilities
- Financial Benchmarking
- Econometric Forecasting
- Custom Research
- Transaction (brokerage) Advisory Services
- Development Financing
- Property Tax Appeals

Brokerage and Capital Markets

CBRE Hotels' brokerage group serves the investment market primarily as exclusive agents for owners/sellers managing the sale and disposition process. The team members of CBRE have extensive backgrounds in hotel and resort transactions as well backgrounds in hotel consulting and operations. CBRE's presentation of prospective hotel investments reflects a thorough understanding of hotels, their branding/affiliations, management issues, operating margins, market dynamics, and capitalization.

Our [hotel brokerage](#) team has been retained for other services that include specific buyer-representation assignments, RFPs (Request for Proposals) for management organizations, executing ground leases, development financing, joint venture partnerships, and land sales. The scope of our business includes all tiers of the lodging industry including hotels and resorts, vacation-ownership, residential/hotel mixed-use, conference centers, and recreational facilities.

Our hotel-centric debt and structured finance group provides comprehensive financial solutions for the world's leading hotel owners, investors, and developers capitalizing on CBRE's long-established relationships with more than 200 of the industry's premier international lenders, including banks, pension funds, life insurance and credit companies, conduits/CMBS entities, government sponsored entities, and offshore investors.

Because of its close working relationship with the valuation and advisory services group, our dedicated lodging brokerage and capital markets platform offers clients an unparalleled level of market knowledge with a proven track record of sales and marketing and structured debt and equity successes.

Research

CBRE Hotels' Americas Research ("CBRE Research") owns the database for *Trends® in the Hotel Industry*, the statistical review of U.S. hotel operations which first appeared in 1935 and has been published every year since. CBRE Research professionals use the *Trends®* database to assist their clients in making informed decisions. In addition, the *Trends®* data is used to produce custom financial reports for clients that enable them to [benchmark hotel revenues, expenses, and profits](#).

Beginning in 2007, CBRE Research unveiled its powerful *Hotel Horizons®*, an economics-based [hotel forecasting](#) model that projects five years of supply, demand, occupancy, ADR, and RevPAR for the U.S. lodging industry. *Hotel Horizons®* reports are published on a quarterly basis for 60 markets and six national chain-scales.

With a long-standing tradition of tracking and forecasting the lodging industry, our Research Group has the technical capacity to conduct custom research, the analytical skills to interpret the data, and the access necessary to gather confidential performance information from the industry.

Local Market Knowledge

In addition to our long-standing expertise in the hotel industry, we would bring to you in this engagement substantial familiarity in the local market area. Given the historical role of CBRE Hotels in the hospitality and real estate industries, and our knowledge of the local market, we are of the opinion that there is no firm that can provide the services available through us. More background and information on our Firm can be obtained from our web site at www.cbrehotels.com.

METHODOLOGY

The study will be conducted in phases and the work program will be concerned with the determination of current and potential future lodging demand in the market area, the assessment of existing and potential future supply and the share of the market that could reasonably be attained by the proposed resort hotel, and our facilities recommendations. Our work plan for the study will be as follows.

ANALYSIS OF THE SITE LOCATION

This part of the study is designed to evaluate the site in terms of its opportunities and constraints for development. As part of our analysis we will evaluate the merits of three potential general locations within the city, including: City Center, Loop 303, and the Surprise planning area. Some of the factors to be examined include:

- Access and Visibility
- Physical Characteristics
- Ambiance
- Present utilization
- Topography
- Relationship to demand generators
- Relationship to area amenities
- Advantages/disadvantages of the site versus the major competitors

AREA REVIEW

We will gather and analyze relevant economic data regarding the market area to determine whether the overall economic environment in the area appears to be suitable for hotel development. We will examine correlations between key economic factors and the demand for lodging and will utilize any available forecasts of these indicators in our evaluation of potential future demand.

We will perform primary market research in the site area, consisting of interviews with key demand generators, inspection and evaluation of competition and discussions with persons familiar with development patterns and the local hotel market. Among those with whom we will conduct such interviews are:

- Managers of tourist attractions
- Owners and managers of potentially competitive lodging facilities
- Government officials in zoning, development and transportation
- Major employers in the area
- Convention and Visitors Bureau representatives

On the basis of the foregoing research, we will prepare estimates of future growth in demand for, and the supply of lodging facilities in the market area.

We will analyze historical economic growth in the area and the characteristics of each of the principal segments of demand for hotels. Then, using the information gathered in our research, we will estimate growth in demand for each market segment and project demand for each of the next five years, expressed in terms of room nights.

FACILITIES RECOMMENDATIONS

We will first identify which of the sites (City Center, Loop 303, and Surprise planning area) would likely be best suited for resort development. As part of our analysis, we will make preliminary recommendations as to the proposed resort's facilities, including:

- Number, type, and mix of guest rooms
- Restaurant and lounge facilities
- Banquet and meeting space requirements
- Other facilities and amenities
- Brand affiliation, if any

These recommendations are intended to provide you with the basis for a design program for the proposed resort.

MARKET SHARE ESTIMATES

The focus here will be on estimated demand for the hotel development. Upon completion of the estimate of market area supply and demand for the future, we will estimate the share of the market that the proposed facilities should reasonably be expected to capture for the hotel's first five years of operation.

Based upon an analysis of the sources of demand available to the subject property and its estimated competitive position, we will estimate the average daily room rate that could potentially be achieved in a representative year, in current value dollars, and over the first five years of operation of the subject hotels.

STATEMENTS OF ESTIMATED ANNUAL OPERATING RESULTS

Based upon the analysis of market demand, we will estimate occupancy, average daily room rate, revenues and operating expenses for the subject hotels for their first ten years of operation. These estimates will result in a "bottom line" of income before fixed charges of interest, depreciation, amortization and income taxes.

Since the estimated operating results will be based on estimates and assumptions that are subject to uncertainty and variation, we will not represent them as results that will actually be achieved.

ANALYSIS OF ECONOMIC FEASIBILITY

After we have developed the above cash flow forecast, we will then develop an analysis of the economic viability of the proposed resort. Working with you, we will develop an estimate of the total development cost of the proposed project, as well as a recommended financing plan. We will then calculate the project's total return on invested capital as well as the return on an assumed equity investment. Should we determine that the return on investment does not meet current market requirements necessary to attract investors, we will highlight the level of difference and discuss with you ways in which it may be mitigated.

REPORT

We will codify our conclusions into a draft report suitable for presentation to third parties in connection with the negotiation of a joint venture, lease, franchise or management agreement or for use in connection with primary mortgage financing. The draft report will be for the internal use only of you and other members of the planning team and for discussion purposes with us. Once you have reviewed the draft report, we will be pleased to review it with you, address any additional questions or concerns necessary and then finalize our report. At that time our report may be shared with potential hotel developers, management companies and brands who may be interested in participating in a resort project in Surprise, Arizona.

PROFESSIONAL FEES AND SCHEDULING

Our professional fees for this assignment, based on our current hourly billing rates and the hours required, will be \$19,000. In addition to our fees, we expect to be reimbursed for any out of pocket expenses incurred relating to this assignment. We estimate that our expenses will not exceed \$1,000.

As is customary in assignments of this nature, we require a retainer of \$10,000 prior to starting the assignment. The remainder of our fees and expenses will be billed and payable upon delivery.

Based on our present scheduling, we could commence the assignment within one week of receiving the executed proposal and requested retainer. We anticipate providing you with our draft report within five to six weeks of starting the assignment.

Any hours expended due to changes to the scope of the assignment as described herein, or requests for additional analyses after completion, will be billed at our normal hourly billing rates as shown below.

	<u>Per Hour</u>
Managing Director	\$500 - \$550
Director	350 - 450
Senior Consultant	320 - 350
Consultant	250 - 300

If at any time during the course of the study we form an initial opinion that there is insufficient demand for the proposed facilities, we will suspend the assignment at that point and discuss our findings with you. If you desire that we terminate the assignment, we will write you a brief letter summarizing our findings and bill you at our normal hourly billing rates only for the time incurred to date, plus expenses. From our experience, the professional fees expended to arrive at a conclusion that hotel development is infeasible rarely exceeds 50 percent of the original fee quote.

LIMITATIONS OF THE STUDY

Our final report will be subject to the attached Terms and Conditions.

APPROVAL AND ACCEPTANCE

If the foregoing correctly states the nature of the work you wish undertaken at this time, and the conditions are satisfactory, please sign and return this proposal together with the requested retainer as our authorization to proceed. If you have any questions, please do not hesitate to contact us.

Sincerely,

CBRE Hotels, Advisory



Jeff Lugosi, MAI, CRE, FRICS, ISHC
Managing Director
jeff.lugosi@cbre.com | 213.613.3375

APPROVED AND ACCEPTED

Signed

Printed Name

Title

Date

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for consulting services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the consulting services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the consulting office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the consulting fee and preparation of a consulting report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional consulting services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 30 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Appraiser executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.
8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.

TERMS AND CONDITIONS

(continued)

9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. **LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.**
16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless

TERMS AND CONDITIONS

(continued)

from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.

17. In the event an Intended User incorporates or references the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the consulting or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iii) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Appraiser (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or consulting under this Agreement or (c) any acts or conduct relating to such services or consulting, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

RESOLUTION #2018-147

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$20,000 FROM THE TOURISM FUND FROM CONTINGENCY TO SERVICES FOR A RESORT FEASIBILITY STUDY.

WHEREAS, on August 4, 2015, Ordinance 2015-10 increased the tax on any hotel within the city in the business of charging for lodging and/or lodging space furnished to any transient to 4.52% of gross income;

WHEREAS, per the Comprehensive Financial Management Policies approved by the Mayor and Council in August 2016, of the tax collected for the Tourism Fund, 75% is designated for sports and tourism facility development and improvement and 25% for marketing, studies and special events;

WHEREAS, on April 30, 2018, the Tourism Advisory Commission voted to recommend that Council approve of the allocation of tourism funds in an amount not to exceed \$20,000 for a resort feasibility study;

WHEREAS, the City of Surprise wishes to authorize the use of the \$20,000 for a resort feasibility study;

WHEREAS, the FY2019 budget was adopted by Council Resolution #2018-78 on June 5, 2018;

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, 2018 through June 30, 2019.

SIGNATURES ON THE FOLLOWING PAGE

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 # 2018-147
Exhibit A

1. Appropriation- The allocations below represent a reallocation of appropriations in the amount of \$20,000 from Contingency within the Tourism Fund to Services within the Tourism Fund to establish a budget for a resort feasibility study. 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
Tourism Fund Contingency	Sports & Tourism	Contingency		\$622,400	(\$20,000)	\$602,400
Tourism Fund Services	Sports & Tourism	Services		\$0	\$20,000	\$20,000
				\$622,400	\$0	\$622,400



CITY OF SURPRISE
Regular City Council Meeting

October 2, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 2, 2018	Contact Person:	Martin Lucero - Community Development
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to acceptance of the City of Surprise Transit Study.

Motion:

I move to accept the City of Surprise Transit Study.

Background:

The final transit network was created based on information gathered during the several public outreach activities and events. The network was further refined based on potential productivity, boarding location and identified desired enlightens. High Level costs have been developed for short and midterm potential routes. Long term concepts have been considered however no cost analysis were performed.

Objective Analysis:

Potential positive impacts include: Understanding the transit needs of the community, identifying funding sources, and understating the cost of service. Potential negative impacts: Transit service is determined to not be feasible due to surveys and funding sources are not identified.

Policy Compliant:

Per the Council strategic plan Transportation Goal 3: Develop a robust multimodal transit plan that provides for transit connectivity to the region and Goal 4: Provide local transit service in Surprise. As such discussion of this item is policy compliant.

Financial Impact:

None at this time; however, topics covered in this discussion could lead to future actions which may have a fiscal impact on city operations.

Budget Impact:

None at this time; however, if the plan was to be implemented future costs have been identified as a part

of the implementation plan.

FTE Impact:

None at this time; however, if the plan was to be implemented it would require 3 FTEs to manage and a possible 2 additional FTEs for maintenance is run in-house.

ATTACHMENTS:

Click to download

☐ [Transit Feasibility Study](#)



CITY OF SURPRISE **TRANSIT FEASIBILITY STUDY**

Executive Summary



The Surprise Transit Feasibility Study was initiated in December 2017 to develop a comprehensive understanding of the city's current and future transit needs. The results of this study will specifically guide transit investments in the city over the short- (2019–2025) and long-range (2026–2035) planning horizons.

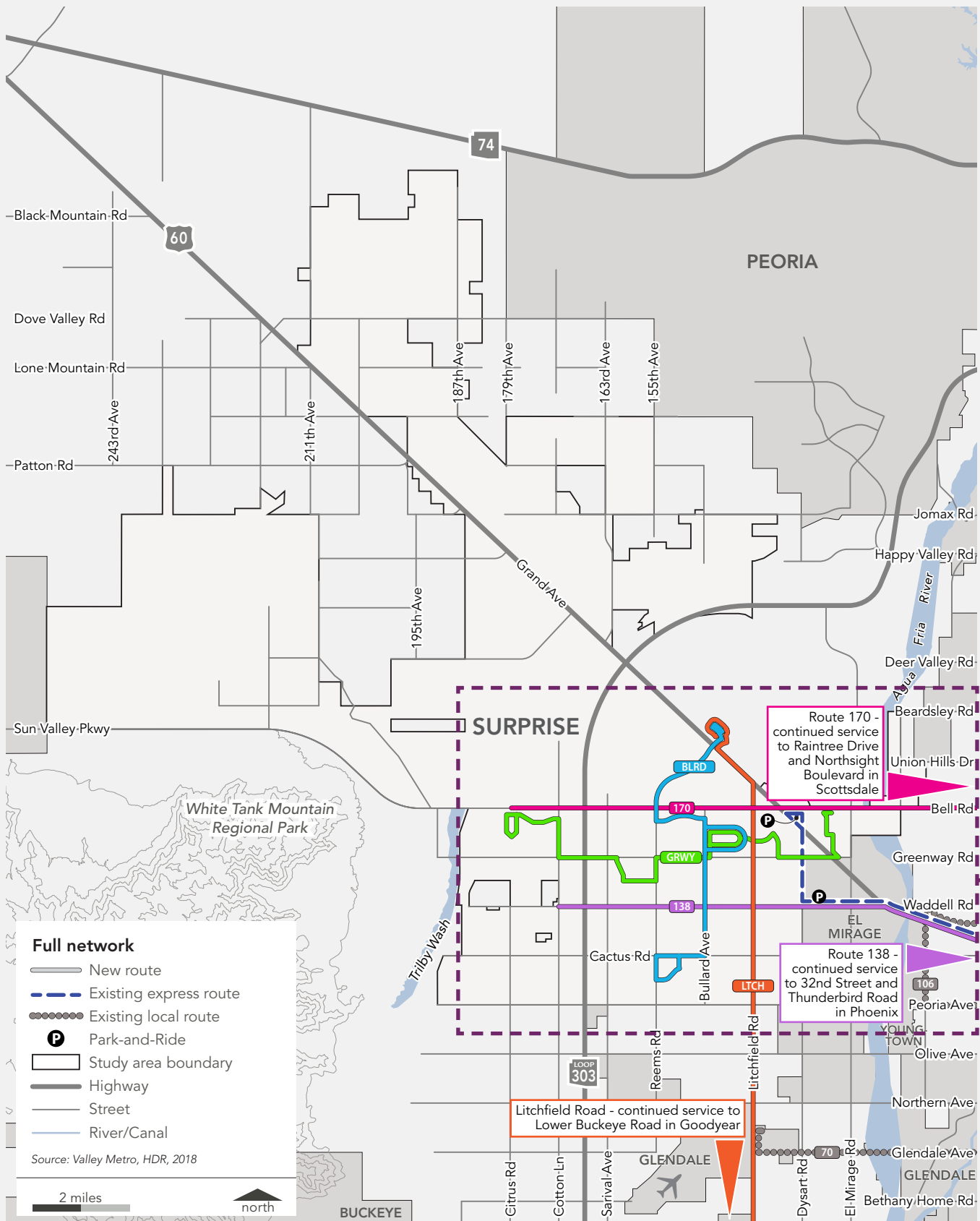
Existing transit service in the city of Surprise consists of Express bus (serving the city's park-and-ride facility) and paratransit service. While there is currently no local bus service in Surprise, there are several routes that are operating in neighboring communities. Valley Metro's vanpool program is another service available to Surprise residents.

Existing and future demographic data was analyzed and showed that densities for transit user categories are highest along the Bell, Greenway, and Waddell Road corridors within the Loop 303 and Grand Avenue boundaries. Exceptions to the density concentration include employment, which is primarily concentrated along Grand Avenue, and the elderly population (over age 64), which is concentrated north of Bell Road, adjacent to Sun City West.

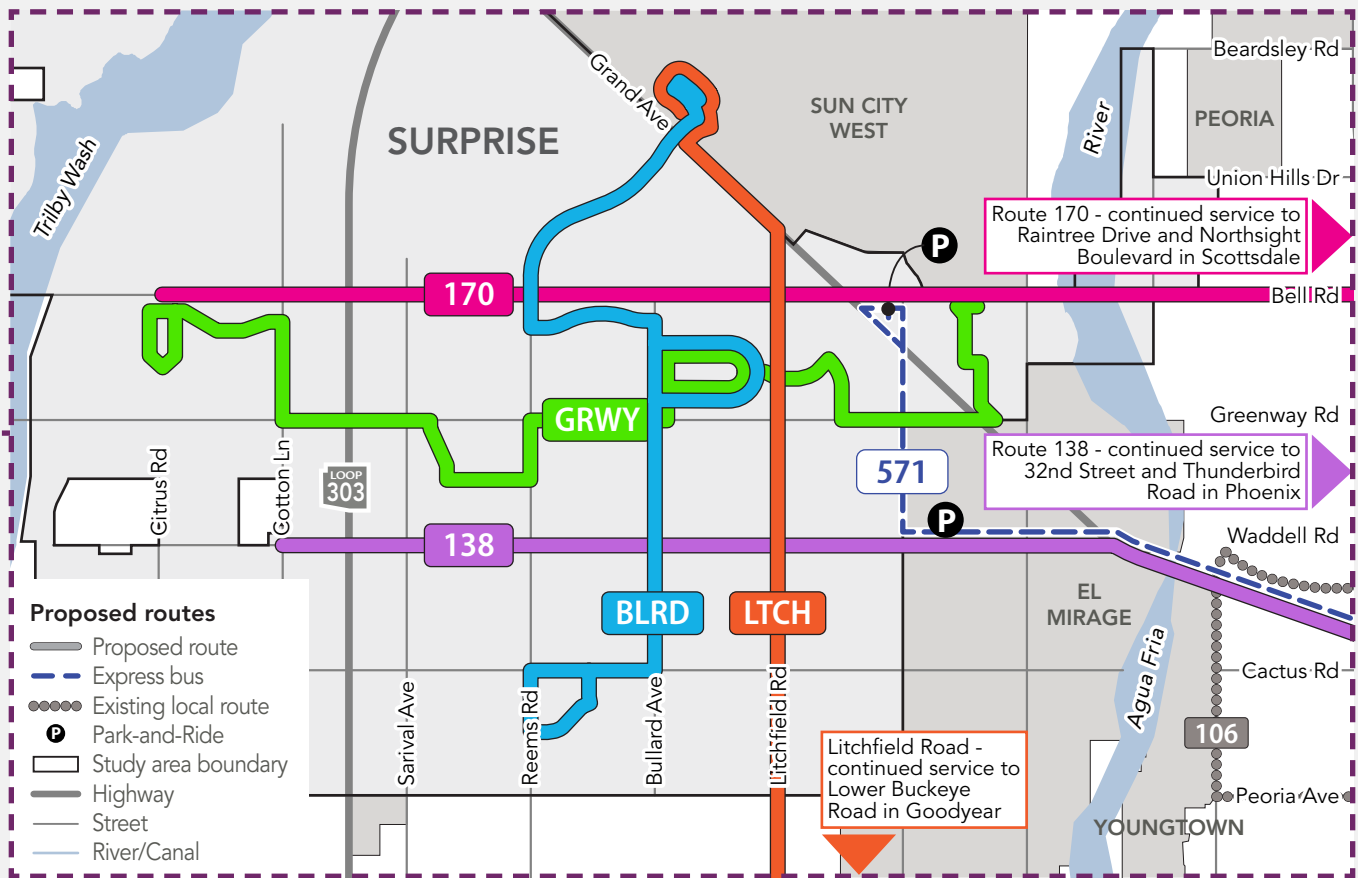
Demographic and travel flow data indicate that Surprise is a growing bedroom community with median income rates above the county average, and a workforce that travels to jobs across the region by personal automobile. The data also show several potential internal transit markets. One example is the localized commuter transit market to the Sun City West medical center. This center is the second largest employer of workers who live in Surprise. Transit service between this medical center, retail, commercial, and residential areas may provide connections to work and non-work trips. Other internal markets in Surprise include the elderly, youth, college students, and zero-auto households.

The recommendations outlined in this study were designed to address the needs identified through data analyses and public involvement activities. The recommendations include a combination of neighborhood (or circulator), local bus, and Express bus services that will provide both local and regional circulation to meet the city's transit needs. Key information on these recommendations, including routing, operating characteristics, ridership estimates, and cost estimates is summarized on the following pages.

Short- and Long-Range Study Recommendations



Enlargement of Core Area



Short- and Long-Range Study Recommendations

	Length (in miles)	Frequency (in minutes)	Number of required vehicles	Days of operation	Capital cost ³ (in \$ millions)	Annual operating cost ³ (in \$ millions)	Estimated weekday passengers	Proposed fiscal year
SHORT TERM								
Route 170 Bell Road Extension	13.5	30	6	MO-SU	3.6	2.37	500-900	2021
Route 138 Thunderbird Road Extension	8.7	30	5	MO-SU	3.0	1.53	350-600	2023
Greenway Road/ OTS Neighborhood (GRWY)	11.0	30	5	MO-FR ¹	0.8	0.77	100-300	2024
LONG TERM								
Bullard Avenue Neighborhood (BLRD)	9.1	30	4	MO-FR ¹	0.6	0.63	100-300	2026
Route 571 Surprise Express	27.2	2/2 ²	3	MO-FR	1.8	0.18	120-200	2028
Litchfield Road Local Route (LTCH)	17.8	30	9	MO-SU	5.4	2.70	350-700	2033

¹ Saturday-Sunday service proposed for fiscal year 2030

² This route improved by two additional a.m./p.m. peak hour trips, not increased frequency

³ Costs in current year dollars

Public Involvement

Several public involvement activities occurred throughout the life of the study to obtain citizen input regarding transit services in Surprise. In the spring of 2018, a 30-day survey and the project's website were launched. This was the first of three phases of the project. The website was the primary means of communicating the study's goals and objectives and the current and future transit conditions. The second phase of the project was initiated in the summer of 2018 and started with the first public workshop. The public workshop was held to gather input on service areas, transit routes/corridors, destinations, and linkages to existing transit services. Phase three was a public meeting held in September 2018 to present the study results and recommendations to the public and to seek their final input.



Funding

In addition to formulating a route network, the study identified potential funding strategies that the City may pursue for service implementation. Funding remains the biggest obstacle to realizing the transit network envisioned in this study. While there are some funding sources currently in place to support transit services in Surprise (including the Public Transportation Fund, Arizona Lottery Funds, Section 5307 Grants, passenger fares, and the Surprise General Fund), the recommendations identified in this study would require a substantially larger financial commitment from the City.

There are several possible strategies to address the funding needs. First, the City could use additional revenue from its General Fund. As this is an existing fund, there would be no need for new taxes. However, with several interests competing for available funds from this source, there would be no guaranteeing the same level of funding annually. As such, it is unlikely that this option alone could sufficiently fund the transit service recommendations.

A second strategy is establishing a local transit- or transportation-dedicated sales tax that could be combined with other transportation improvements (for example, street resurfacing or bicycle and pedestrian improvements). This option would establish a sustainable funding source for transit and could be tailored to meet the City's specific funding needs. Additionally, there is regional precedent for this option as Phoenix, Tempe, Mesa, Scottsdale, and Glendale have implemented their own dedicated-sales taxes to fund transit in their communities.

Lastly, the City could work with the Maricopa Association of Governments to program some of the transit services in the future extension of the voter-approved Proposition 400. While the extension of this regional sales tax would generate substantial revenue, the City would also have less autonomy in implementing services as needs would be evaluated at the regional level.

Conclusion

Having an established transit network is increasingly becoming a vital component in the efforts of cities to be economically competitive and retain existing and attract new residents, businesses, and visitors to their communities. This study will serve as the blueprint for the City as it continues to pursue transit services for its residents and visitors. The efforts of the study and the City's ongoing and active efforts to increase multimodal options (such as bicycle and pedestrian infrastructure) ensures a measured and practical approach for improving mobility for all Surprise residents and visitors.





CITY OF SURPRISE
Regular City Council Meeting

October 2, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 2, 2018	Contact Person:	Robert H. Kuhfuss - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a Map of Dedication entitled, "Map of Dedication For Yearling Road" dated August 2, 2018, a roadway generally located in Rancho Mercado.

Motion:

I motion to approve the Map of Dedication entitled, "Map of Dedication For Yearling Road" dated August 2, 2018.

Background:

The subject request involves a Map of Dedication (MOD) for a segment of Yearling Road located within Rancho Mercado, and is one in a series of Maps of Dedication and Final Plats that are either in process or have been approved by City Council.

Objective Analysis:

The proposed Map of Dedication is one of several case activities related to the Rancho Mercado development. Approval of the subject MOD will allow the city to continue issuing the infrastructure permits necessary for the applicant to continue construction. The proposed MOD is consistent with the Rancho Mercado PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the MOD.

Policy Compliant:

The requested Map of Dedication is consistent with the Rancho Mercado PAD and advances the goals and policies of the General Plan.

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 - FS18-086 - Yearling Road Map of Dedication - Staff Report](#)
 - ☐ [01 - FS18-086 - Yearling Road Map of Dedication - Case Map](#)
 - ☐ [02 - FS18-086 - Yearling Road Map of Dedication Document](#)
 - ☐ [03 - FS18-086 - Yearling Road Map of Dedication - Presentation](#)
-

MAP OF DEDICATION

REPORT TO THE CITY COUNCIL

Case: FS18-086

Project Name: Yearling Road Map of Dedication

Council District: 1

City Council Date: October 02, 2018

Planner: Robert H. Kuhfuss, AICP

Owner: William Lyon Homes

Applicant: Fil Luna of William Lyon Homes

Request: Map of Dedication within the Rancho Mercado PAD

Site Location: Generally along the Yearling Road alignment beginning approximately ¼ mile east of the 147th Avenue alignment and extending to approximately ¼ mile west of the 139th Avenue alignment

Site Size: 2.7 acres (approx.)

Density: N/A

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

Support/Opposition: None known

Findings:

- The proposed Map of Dedication is consistent with the Rancho Mercado PAD.
- The proposed Map of Dedication is consistent with the Rancho Mercado Unit 1 Preliminary Plat.
- The proposed Map of Dedication is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

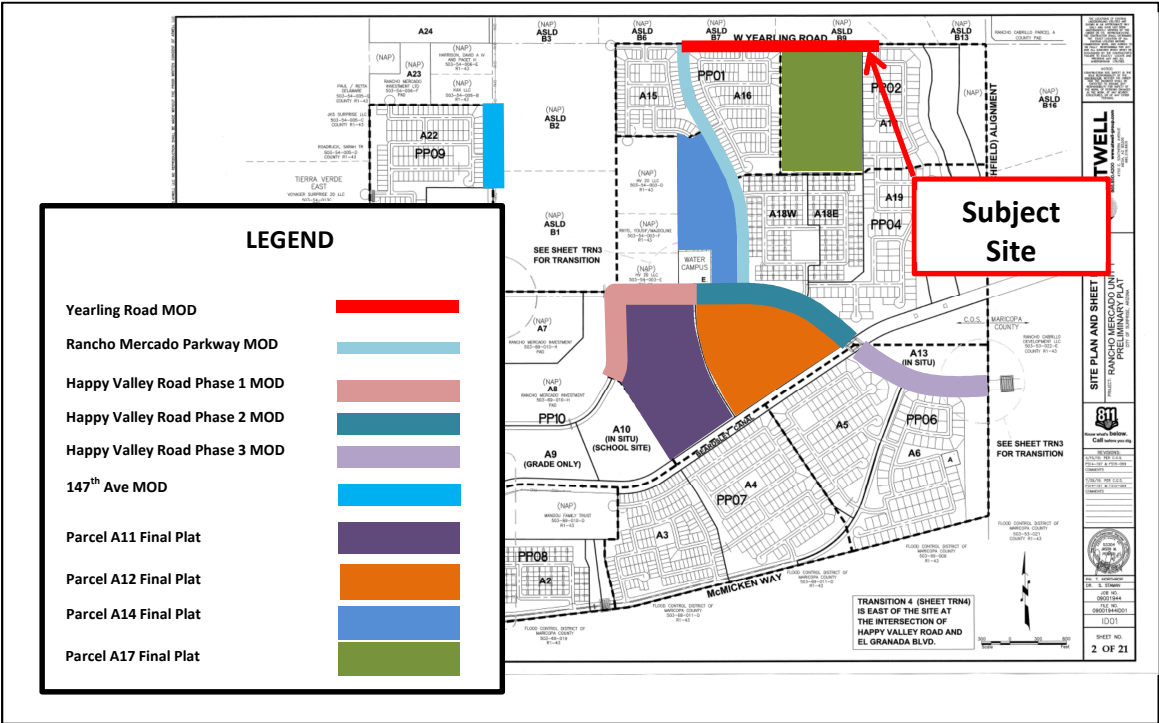
Alternative Actions: **Approval** of the requested Map of Dedication will allow the developer to continue building infrastructure in support of the larger Rancho Mercado PAD.

Denial of the requested Map of Dedication will deny the applicant the continued opportunity to develop the property.

Project Description:

The subject request involves a Map of Dedication (MOD) for a segment of Yearling Road located within Rancho Mercado.

The following map, taken from the Rancho Mercado Unit 1 Preliminary Plat, is annotated to depict the location of the subject MOD in relation to the other activity occurring within the PAD.



Background:

July 11, 2006: The Maricopa County Board of Supervisors approved a request for a Development Master Plan (DMP) and associated Zone Change for the Rancho Mercado project in what was then unincorporated Maricopa County.

May 25, 2007: The Surprise City Council entered into a Pre-Annexation Development Agreement with the applicant, which was recorded under 2007-0794202 MCR.

October 11, 2007: The Surprise City Council approved the Rancho Mercado PAD under case PAD06-276, subject to stipulations “a” through “u”, Ordinance #07-46.

November 10, 2007: The subject property was annexed into the City of Surprise via Ordinance # 2007-47.

December 2, 2010: Staff met with the applicant to discuss a Preliminary Plat for Rancho Mercado under case CR10-256.

December 7, 2010: Staff approved a Minor PAD Amendment to under case FS10-210.

March 30, 2011: The applicant filed a request for a Preliminary Plat covering the subject property under case PS11-093, which expired due to inactivity.

January 5, 2016: The City Council approved the Preliminary Plat for Rancho Mercado Unit 1 under case FS15-069.

September 14, 2017: The applicant submitted a request for a Final Plat for Rancho Mercado Parcel A17 under case FS17-546, which is still under review.

October 17, 2017: The City Council approved the Map of Dedication for Happy Valley Road Phase 3 under case FS17-097.

October 17, 2017: The City Council approved the Map of Dedication for Happy Valley Road Phase 2 under case FS17-098.

October 17, 2017: The City Council approved the Map of Dedication for Rancho Mercado Parkway under case FS16-384.

October 31, 2017: Staff administratively approved the Minor Site Plan regarding the Rancho Mercado Water Campus under case FS17-262.

December 5, 2017: The City Council approved the Final Plat for Rancho Mercado Parcel A14 under case FS16-385.

February 20, 2018: The City Council approved a Final Plat for Ranch Mercado Parcel A11 under case FS17-257.

February 20, 2018: The City Council approved a Final Plat for Ranch Mercado Parcel A12 under case FS17-258.

February 20, 2018: The City Council approved a Map of Dedication for Happy Valley Road Phase 1 under case FS17-264.

February 20, 2018: The City Council approved a Map of Dedication for 147th Avenue under case FS17-499.

Reviewing Agencies:

The subject request was routed to the standard reviewing agencies, who have indicated no objections to the request.

Summary:

The proposed Map of Dedication is one of several case activities related to the Rancho Mercado development. Approval of the subject MOD will allow the city to continue issuing the infrastructure permits necessary for the applicant to continue construction. The proposed MOD is consistent with the Rancho Mercado PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the MOD.

Findings:

The proposed Map of Dedication is consistent with the Rancho Mercado PAD.
The proposed Map of Dedication is consistent with the Rancho Mercado Unit 1 Preliminary Plat.
The proposed Map of Dedication is consistent with the applicable City of Surprise regulations.
The reviewing agencies have indicated no objections to the request.

Attachments:

01 Case Map
02 Map of Dedication

FS18-089

Yearling Road MOD

Subject Site

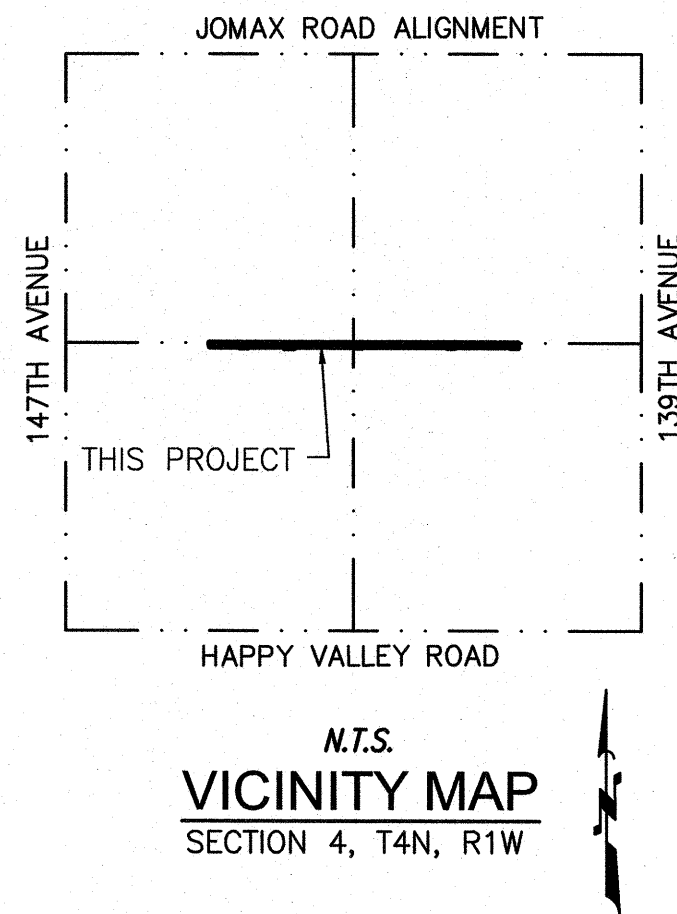
Vicinity Map

North

1 Mile

MAP OF DEDICATION
FOR
YEARLING ROAD

A PORTION OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 4 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



OWNER/DEVELOPER

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION.
8840 EAST CHAPARRAL ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85250
PHONE NO: 480-850-3729
CONTACT: FIL LUNA

RELEASE OF LIABILITY

- WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION "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, 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.
- WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION "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.
- WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION "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.

100 YEAR ASSURED WATER SUPPLY LANGUAGE

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010-012, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

GENERAL NOTES

- IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS "MOD" ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
- 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.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THIS "MOD" IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS15-069.
- A PORTION OF THE PROPERTY IS LOCATED WITHIN THE AREA HAVING FLOOD ZONES "X", "A" AND "AE", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS NO. 04013C1210L AND NO. 04013C1230L, 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, AS MAY BE AMENDED FROM TIME TO TIME.
- THE MAINTENANCE OF THE LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPE MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPE 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 THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- THIS "MOD" IS IN SUBSTANTIAL CONFORMANCE WITH FS10-210.

BASIS OF BEARING

THE WEST-EAST, MID-SECTION LINE OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN WHICH BEARS S89°46'48"E A DISTANCE OF 5255.54' THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DV0080 & AJ3867. PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.00013766895 AND VERIFIED AGAINST GDACS BOOK 834, PG 1. HORIZONTAL ERROR = (0.04') ANGLE ERROR = (0°00'01")

SURVEYOR'S CERTIFICATION

I, JAMES G. SPRING, PLS 22282, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OF DEDICATION CONSISTING OF FOUR SHEETS REPRESENTS A SURVEY PREPARED UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2018; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 EAST SOUTHERN AVENUE
MESA, ARIZONA 85206

NOTE:

A.R.S. § 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

RANCHO MERCADO COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, KAREN BEACOM, DULY ELECTED PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: _____ ITS PRESIDENT
KAREN BEACOM

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

ON THIS _____ DAY OF _____, 2018, KAREN BEACOM PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HERSELF TO BE THE PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AND THAT SHE, AS PRESIDENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ MY COMMISSION EXPIRES _____ DATE
NOTARY PUBLIC

APPROVALS

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

AREA CALCULATIONS

RIGHT OF WAY	115,926 SQ.FT.	2.661 AC
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SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
LEGAL DESCRIPTION & PLAT SHEETS	2-4

DEDICATION

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

KNOW ALL PERSONS BY THESE PRESENTS:

- THAT WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "YEARLING ROAD", LOCATED WITHIN A PORTION OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND DOES HEREBY DECLARE THAT THIS MAP OF DEDICATION "MOD" SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET AND EASEMENT CONSTITUTING SAME, AND THAT EACH STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS "MOD".
- "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE "MOD".
- 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.
- "OWNER" HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE "MOD" FOR THE PURPOSE OF ACCESSING, 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 "MOD" AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS "MOD", TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, 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 "MOD", WHICH EASEMENT SHALL INCLUDE, BUT NOT LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE LAWFUL OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITY.
- 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 "MOD" OR ANY PARCEL THEREOF.
- "OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS "MOD", AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS "MOD", HAS CONSENTED TO OR JOINED IN THIS "MOD" AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS "MOD" IS RECORDED.

IN WITNESS WHEREOF:

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, AS "OWNER", HAS HEREUNTO CAUSED THEIR NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF JULIE E. COLLINS, ITS SENIOR VICE PRESIDENT ON THIS _____ DAY OF _____, 2018.

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

BY _____ ITS SENIOR VICE PRESIDENT
JULIE E. COLLINS

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

ON THIS _____ DAY OF _____, 2018, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC APPEARED JULIE E. COLLINS OF WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, WHO ACKNOWLEDGED HERSELF TO BE THE SENIOR VICE PRESIDENT, AND THAT SHE EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC



COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

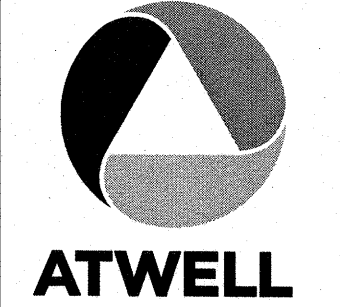
MAP OF DEDICATION

YEARLING ROAD

CITY OF SURPRISE, ARIZONA

AUGUST 2018

REVISIONS:



PM. J. SPRING
DR. R. GILES
JOB NO.
09001944

N.T.S.

09001944 RM YEARLING ROAD MODDING

SHEET
NO.
1 OF 4

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 35832 2003, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3" BRASS CAP IN HANDHOLE STAMPED MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION 36770, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°46'48"E A DISTANCE OF 5255.54 FEET;

THENCE, ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S89°46'48"E, 1313.95 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S89°46'48"E A DISTANCE OF 2,817.74 FEET;

THENCE, LEAVING THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S00°13'12"W A DISTANCE OF 46.50 FEET;

THENCE, N89°46'48"W A DISTANCE OF 73.00 FEET;

THENCE, N44°46'48"W A DISTANCE OF 9.19 FEET;

THENCE, N89°46'48"W A DISTANCE OF 484.97 FEET;

THENCE, S45°13'12"W A DISTANCE OF 9.19 FEET;

THENCE, N89°46'48"W A DISTANCE OF 74.00 FEET;

THENCE, N44°46'48"W A DISTANCE OF 9.19 FEET;

THENCE, N89°46'48"W A DISTANCE OF 764.20 FEET;

THENCE, S45°13'12"W A DISTANCE OF 9.19 FEET;

LEGAL DESCRIPTION CONTINUED

THENCE, N89°46'48"W A DISTANCE OF 74.00 FEET;

THENCE, N44°46'48"W A DISTANCE OF 9.19 FEET;

THENCE, N89°46'48"W A DISTANCE OF 532.10 FEET;

THENCE, S45°13'12"W A DISTANCE OF 16.26 FEET;

THENCE, N89°46'48"W A DISTANCE OF 89.00 FEET;

THENCE, N44°46'48"W A DISTANCE OF 16.26 FEET;

THENCE, N89°46'48"W A DISTANCE OF 316.82 FEET;

THENCE, S45°13'12"W A DISTANCE OF 9.19 FEET;

THENCE, N89°46'48"W A DISTANCE OF 74.00 FEET;

THENCE, N44°46'48"W A DISTANCE OF 9.19 FEET;

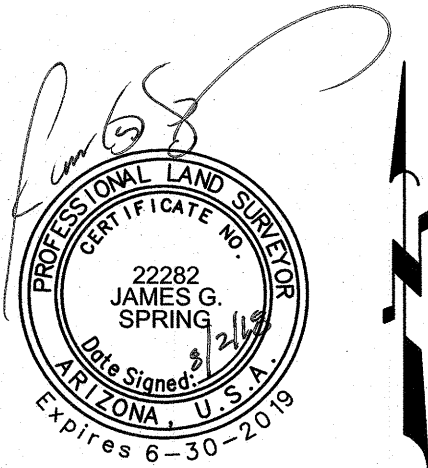
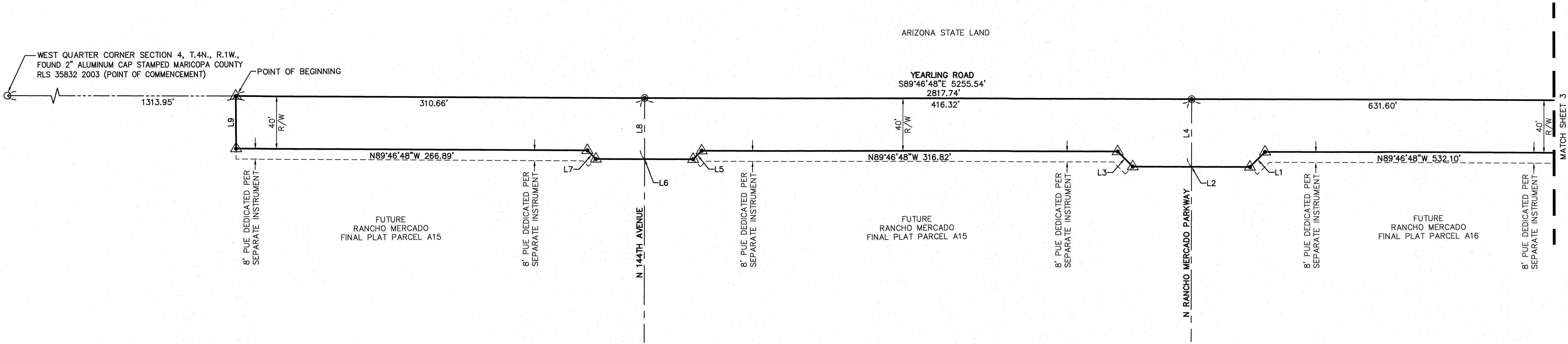
THENCE, N89°46'48"W A DISTANCE OF 266.89 FEET;

THENCE, N00°09'27"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

LEGEND

- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION LINE
- ALIQUOT SECTION LINE
- SUBDIVISION CORNER TO BE SET
- FOUND MONUMENT AS NOTED
- CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT-OF-WAY
- D DELTA
- C1 CURVE TABLE NUMBER
- L1 LINE TABLE NUMBER
- Ⓡ RADIAL BEARING

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S45°13'12"W	16.26'
L2	N89°46'48"W	89.00'
L3	N44°46'48"W	16.26'
L4	S00°13'12"W	51.50'
L5	S45°13'12"W	9.19'
L6	N89°46'48"W	74.00'
L7	N44°46'48"W	9.19'
L8	S00°13'12"W	46.50'
L9	N00°09'27"W	40.00'



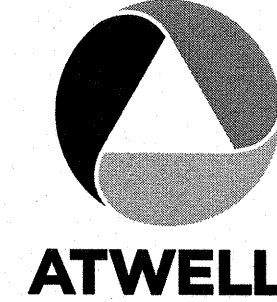
MAP OF DEDICATION

YEARLING ROAD

CITY OF SURPRISE, ARIZONA

AUGUST 2018

REVISIONS:



PM. J. SPRING

DR. R. GILES

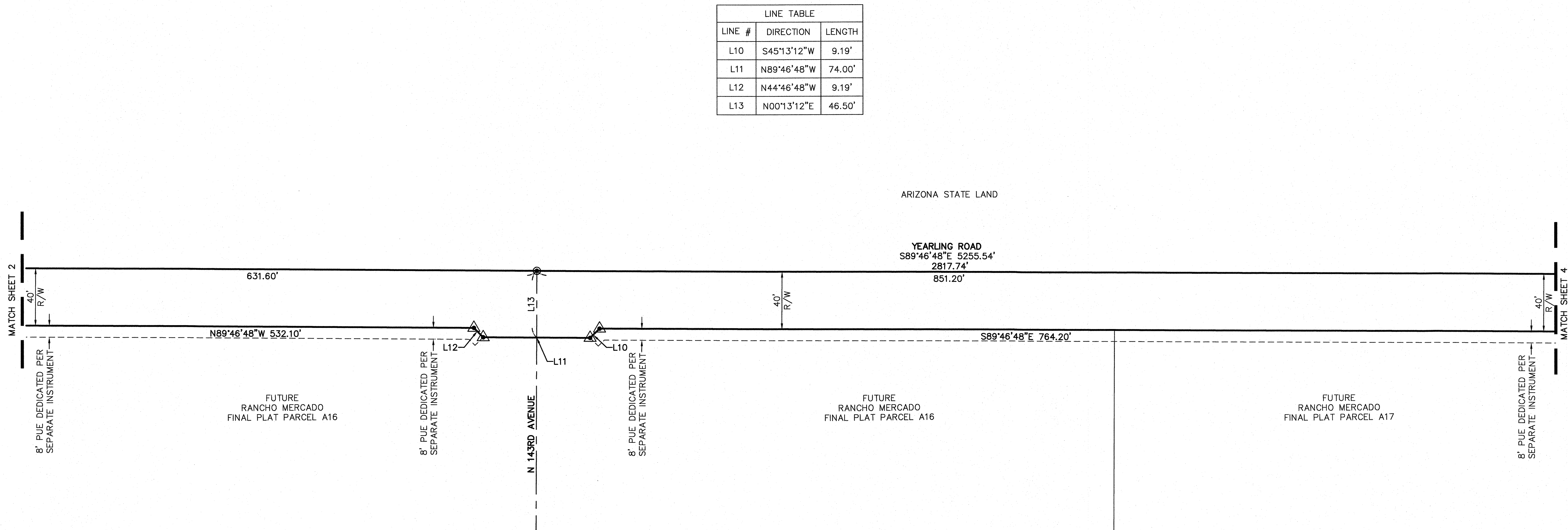
JOB NO. 09001944

SCALE 0 20 40

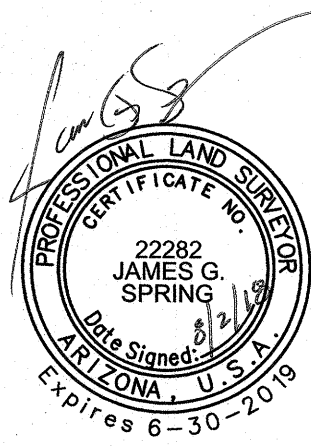
1" = 40 FEET

09001944 RM YEARLING ROAD MOD/DWG

SHEET NO.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L10	S45°13'12"W	9.19'
L11	N89°46'48"W	74.00'
L12	N44°46'48"W	9.19'
L13	N00°13'12"E	46.50'



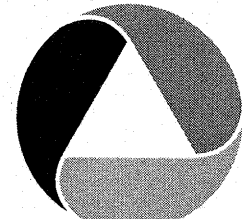
MAP OF DEDICATION

YEARLING ROAD

CITY OF SURPRISE, ARIZONA

AUGUST 2018

REVISIONS:



PM. J. SPRING

DR. R. GILES

JOB NO.
09001944

SCALE 0 20 40
1" = 40 FEET

09001944 RM YEARLING ROAD MOD.DWG

SHEET NO.

3 OF 4

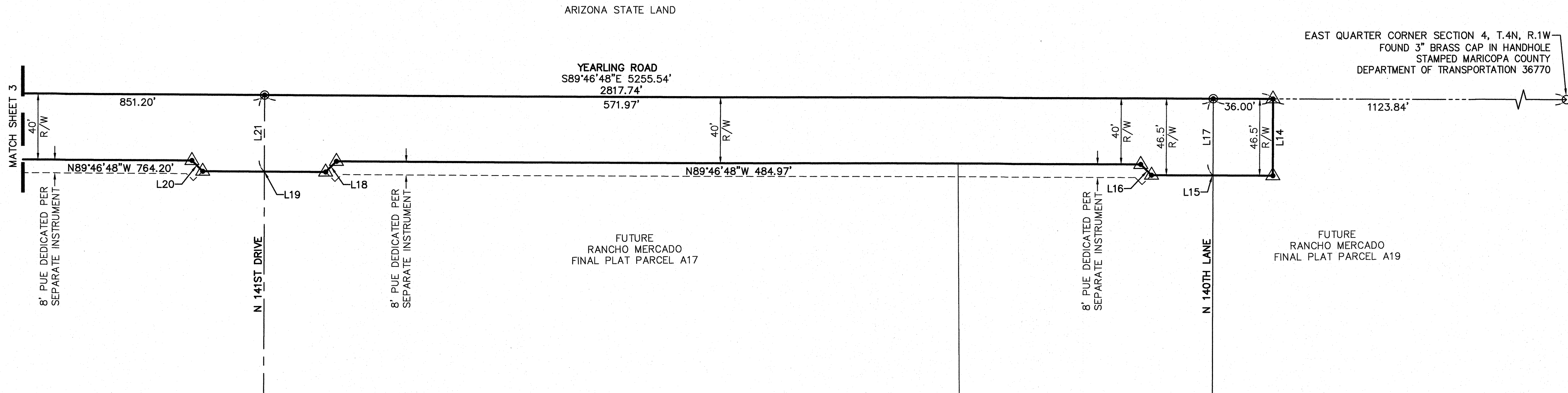
COUNTY: MARICOPA

SECTION: 4

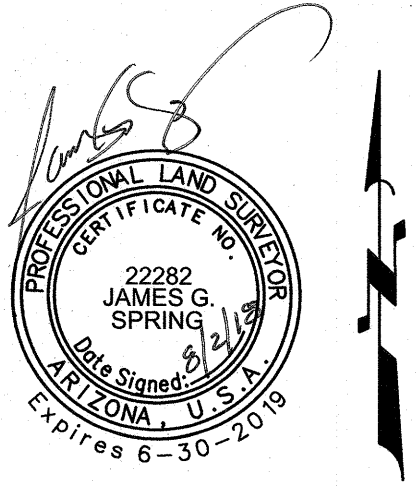
TOWNSHIP: 4 NORTH

RANGE: 1 WEST





LINE TABLE		
LINE #	DIRECTION	LENGTH
L14	S00°13'12"W	46.50'
L15	N89°46'48"W	73.00'
L16	N44°46'48"W	9.19'
L17	N00°13'12"E	46.50'
L18	S45°13'12"W	9.19'
L19	N89°46'48"W	74.00'
L20	N44°46'48"W	9.19'
L21	N00°13'12"E	46.50'



COUNTY: MARICOPA

SECTION: 4

TOWNSHIP: 4 NORTH

RANGE: 1 WEST

MAP OF DEDICATION

YEARLING ROAD

CITY OF SURPRISE, ARIZONA

AUGUST 2018

REVISIONS:

ATWELL

PM. J. SPRING

DR. R. GILES

JOB NO. 09001944

SCALE 0 20 40
1" = 40 FEET

09001944 RM YEARLING ROAD MOD.DWG

SHEET NO. 4 OF 4

ATWELL

866.850.4200 www.atwell-group.com

4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831



Rancho Mercado

FS18-086 Yearling Road MOD

City Council
October 02, 2018

FS18-089

Yearling Road MOD

Subject Site

Vicinity Map

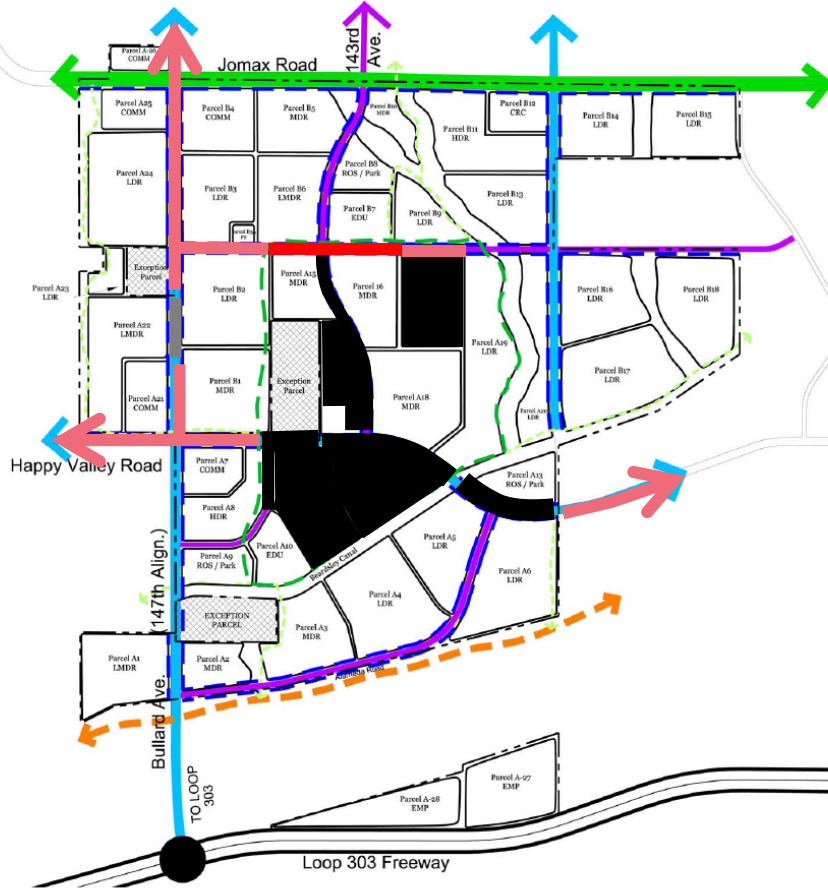
North

1 Mile

Rancho Mercado

City of Surprise, Arizona

Planned Area Development
Figure 9
Circulation Plan



LEGEND

- Rancho Mercado Parkway MOD
- Happy Valley Road Phase 1 MOD
- Happy Valley Road Phase 2 MOD
- Happy Valley Road Phase 3 MOD
- 147th Ave MOD
- Parcel A11 Final Plat
- Parcel A12 Final Plat
- Parcel A14 Final Plat
- Parcel A17 Final Plat
- Future Connections
- Yearling Road MOD

FS18-089 Yearling Road MOD



COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

MAP OF DEDICATION
YEARLING ROAD
CITY OF SURPRISE, ARIZONA

AUGUST 2018

REVISIONS:



PAUL J. SPRING
DR. R. DILES
JAN 4/01
09001944

SCALE
1" = 40 FEET
SHOWN IN EXHIBIT 000-0000

SHEET
2 OF 4

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASIN AND MESAVERA, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 30632 2002, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3" BRASS CAP IN HOLEHOLE STAMPED MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION 20070, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THENCE BEARS S89°46'48"W A DISTANCE OF 520.54 FEET;

THENCE, ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S89°46'48"W, 1313.90 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S89°46'48"W A DISTANCE OF 2,817.74 FEET;

THENCE, LEAVING THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S00°13'12"W A DISTANCE OF 46.00 FEET;

THENCE, N89°46'48"W A DISTANCE OF 73.00 FEET;

THENCE, N44°46'48"W A DISTANCE OF 9.19 FEET;

THENCE, N89°46'48"W A DISTANCE OF 484.97 FEET;

THENCE, S45°13'12"W A DISTANCE OF 9.19 FEET;

THENCE, N89°46'48"W A DISTANCE OF 74.00 FEET;

THENCE, N44°46'48"W A DISTANCE OF 9.19 FEET;

THENCE, N89°46'48"W A DISTANCE OF 794.20 FEET;

THENCE, S45°13'12"W A DISTANCE OF 9.19 FEET;

LEGAL DESCRIPTION CONTINUED

THENCE, N89°46'48"W A DISTANCE OF 74.00 FEET;

THENCE, N44°46'48"W A DISTANCE OF 532.10 FEET;

THENCE, S45°13'12"W A DISTANCE OF 16.26 FEET;

THENCE, N89°46'48"W A DISTANCE OF 89.00 FEET;

THENCE, N44°46'48"W A DISTANCE OF 16.26 FEET;

THENCE, N89°46'48"W A DISTANCE OF 316.82 FEET;

THENCE, S45°13'12"W A DISTANCE OF 9.19 FEET;

THENCE, N89°46'48"W A DISTANCE OF 74.00 FEET;

THENCE, N44°46'48"W A DISTANCE OF 9.19 FEET;

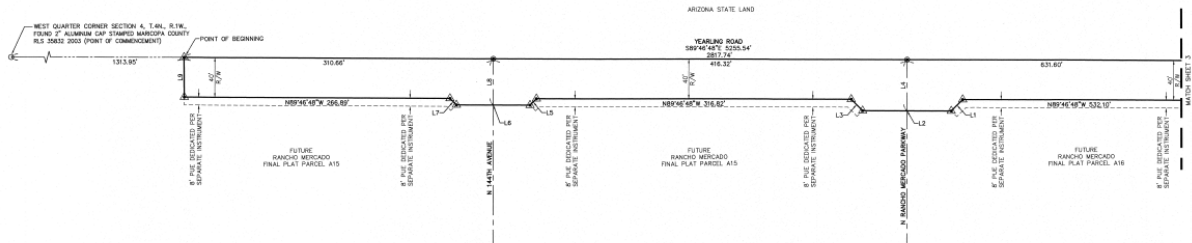
THENCE, N89°46'48"W A DISTANCE OF 286.89 FEET;

THENCE, N00°09'27"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

LEGEND

- SUBDIVISION BOUNDARY
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION LINE
- AUGUST SECTION LINE
- SUBDIVISION CORNER TO BE SET
- FOUND MONUMENT AS NOTED
- CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
- PUBLIC UTILITY EASEMENT
- RIGHT-OF-WAY
- DELTA
- CURVE TABLE NUMBER
- LINE TABLE NUMBER
- RADIAL BEARING

LINE #	DIRECTION	LENGTH
L1	S45°13'12"W	16.26'
L2	N89°46'48"W	89.00'
L3	N44°46'48"W	16.26'
L4	S00°13'12"W	51.50'
L5	S45°13'12"W	9.19'
L6	N89°46'48"W	74.00'
L7	N44°46'48"W	9.19'
L8	S00°13'12"W	46.90'
L9	N00°09'27"W	40.00'



COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

MAP OF DEDICATION

PEARLING ROAD

AUGUST 2018

REVISIONS



JOB NO.
09001944

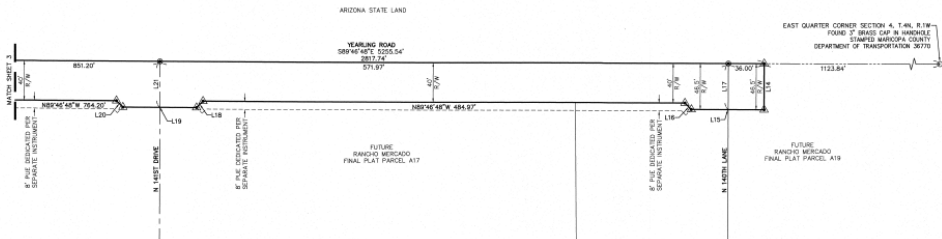
SCALE 0 20

1* = 40 FEB

52-8337

4 OF 4

LINE TABLE		
LINE #	DIRECTION	LENGTH
L14	S00°3'12"W	46.50'
L15	N89°46'48"W	73.00'
L16	N44°46'48"W	9.19'
L17	N00°3'12"E	46.50'
L18	S45°3'12"W	9.19'
L19	N89°46'48"W	74.00'
L20	N44°46'48"W	9.19'
L21	N00°3'12"E	46.50'





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

October 2, 2018 @ 6:00:00 PM

+ Back Print

Council Meeting Date:	October 2, 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 on a Series 12 (Restaurant) liquor license request by Jose Antonio Salazar for Chef Peter's Bistro located at 17300 N. Sun Village Parkway, Suite "D", Surprise, Arizona 85374.

Motion:

I move to approve a Series 12 (Restaurant) liquor license request by Jose Antonio Salazar for Chef Peter's Bistro located at 17300 N. Sun Village Parkway, Suite "D", Surprise, Arizona 85374.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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MEMO

Date: 9/11/2018

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Accounting Support Specialist

RE: Liquor License Application – Chef Peter's BBQ LLC dba Chef Peter's Bistro

Business License Status:

License #1021706, current and valid for 2018.



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



September 11, 2018

To: Sherry Ann Aguilar, City Clerk
From: Keith Tanner, Fire Marshal
Subject: Liquor License Application
Applicant: Chef Peter's Bistro
17300 N Sun Village Parkway, Suite D

The Surprise Fire-Medical Department 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 fire has no comment on the application at this time.

If you have any questions feel free to contact me.


Keith Tanner, Fire Marshal
Fire Prevention Division
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:

DATE: September 12, 2018

CURRENT LICENSE NUMBER – 1207A963

JOB NUMBER - 29752

INTERIM PERMIT/NEW LICENSE Series #12 – LLC

APPLICANT:

Chef Peter's Bistro, LLC

17300 N. Sun Village Parkway

Surprise, Arizona 85374

FINDINGS:

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

Chef Peter's Bistro, LLC will be occupying a pre-existing restaurant in the Sun Village Community. Chef Peter's Bistro, LLC will have a full menu from breakfast to dinner specializing in American cuisine and Special Daily Cuisine, although the menu currently only has the American cuisine listed. The capacity will be 175 persons, including 10 in the designated bar area. Approximately 200 can be in the ballroom for special occasions and when permission is granted from Sun Village Community Association, which is separate of the restaurant. Chef Peter's Bistro, LLC potential customers should be residents from the Sun Village Community as well as from the general public. There will also be Wednesday evening Karaoke.

2) ***Effect of vehicular traffic in close proximity.***

The change of establishments should have no altering effect on vehicular traffic. There is adequate parking for the restaurant, with main access Bell Road for all persons and resident only access off of Litchfield Road as well.

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 least 20 days before the hearing.***

In the last five years, there has only been one call of criminal activity. In 2014, an employee of a previously occupied restaurant, resigned after being repeatedly late. Management discovered the employee had been drinking alcohol on the job and wanted a theft report documented. March, 2016, an employee had reported she had been repeatedly harassed by phone while at work. No charges ever filed, but ex-girlfriend was trespassed.

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

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

There are no other businesses in the immediate vicinity. Chef Peter's Bistro, LLC will be in a gated community with a guard shack, and 24 hour security throughout the community. Currently the hours of operation will be Tuesdays to Saturdays from seven a.m. to three p.m. for breakfast and lunch and will close for a brief time and reopen from four p.m. to 8 p.m. Sundays will be open until 2 p.m. and they will be closed on Mondays.

5) ***Appropriateness of series license requested.***

A series 12 license is appropriate and applicable for Chef Peter's Bistro, LLC at the Village, per state guidelines for restaurants.

Submitted by Master Officer J. Washburn #2043



COMMUNITY DEVELOPMENT DEPARTMENT

Date: September 19, 2018
To: Sherry Aguilar, City Clerk
From: Eric Fitzer, Community Development Director
By: James Stewart, Zoning Specialist
Re: Liquor License Application for:

**CHEF PETER'S BISTRO, LLC.
Interim Permit/New License – Job # 29752
17300 N. Sun Village Parkway, Suite "D"
Surprise, Arizona 85374**

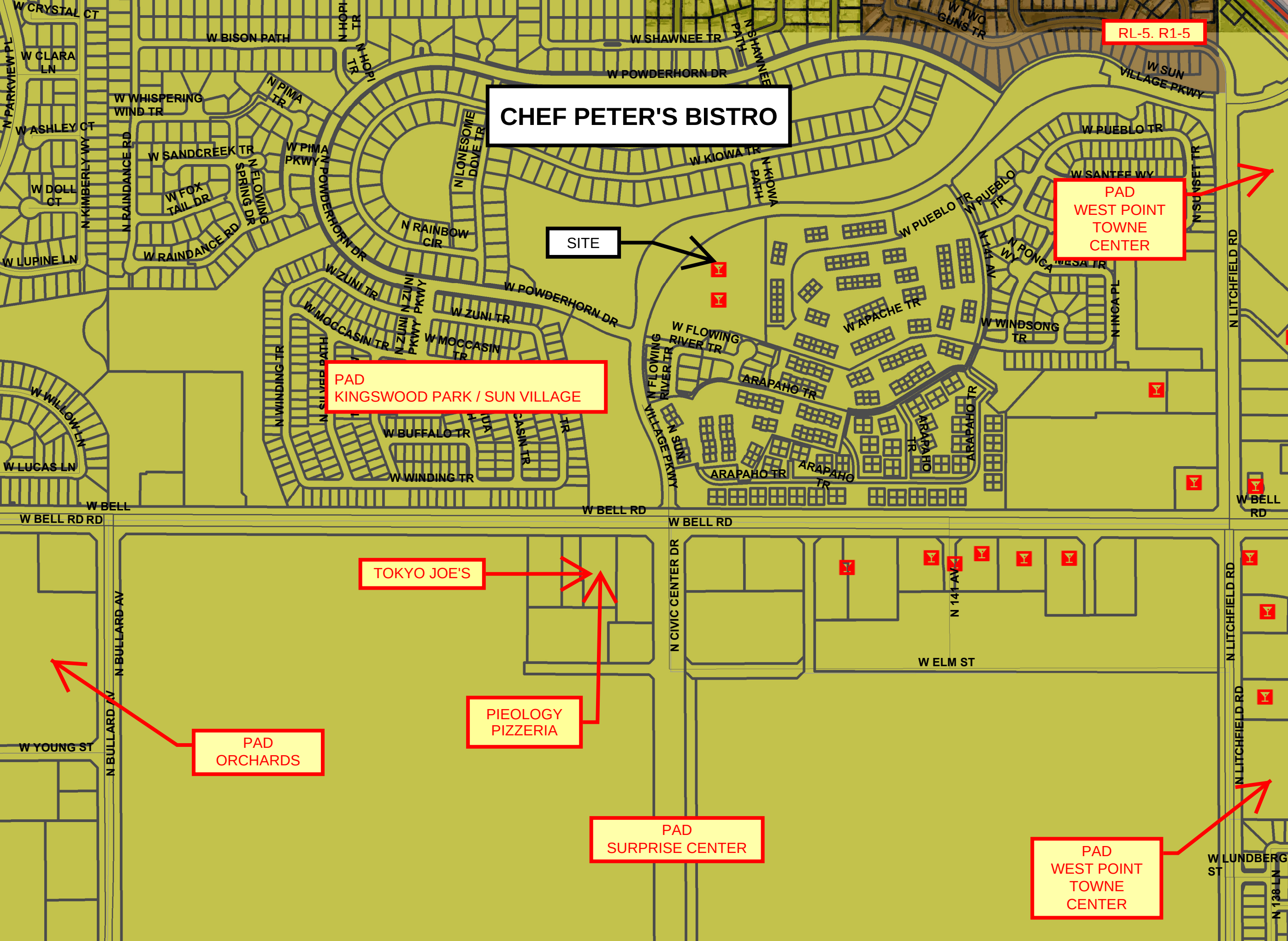
The number and series of licenses in close proximity to the subject site are:

1. Sun Village Community Association (Series 14) – 17300 N. Sun Village Parkway #A (Expired)
2. Tokyo Joes (Series 12) – 14345 W. Bell Rd. #106
3. Pieology Pizzeria (Series 12) – 14345 W. Bell Rd. #100
4. Pei Wei Asian Diner (Series 12) – 14551 W. Bell Rd. #113
5. Longhorn Steakhouse (Series 12) – 14127 W. Bell Rd.
6. Saigon Kitchen (Series 12) – 14071 W. Bell Rd.
7. Frank-N-Steins (Series 12) – 14071 W. Bell Rd. #104 (Expired)
8. Carrabba's Italian Grill #5306 (Series 12) – 14043 W. Bell Rd.
9. Red Robin (Series 12) – 14015 W. Bell Rd.
10. New York Pizza Dept. (Series 12) – 13980 W. Bell Rd. #1
11. Circle K #2741641 (Series 10) – 13908 W. Bell Rd. (Pending)
12. Buffalo Wild Wings Grill & Bar (Series 12) – 13882 W. Bell Rd.
13. Chipotle Mexican grill #0898 (Series 12) – 13869 W. Bell Rd.
14. Rio Mirage Cafe (Series 12) – 13863 W. Bell Rd.
15. Irish Wolfhound Restaurant & Pub (Series 6) – 16811 N Litchfield Rd. #102 - 104

The site is located in the Sun Village Community Center and is surrounded by residential properties. The property is zoned Kingswood Parke/Sun Village PAD which is consistent with the proposed use.

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



CHEF PETER'S BISTRO

SITE

PAD
WEST POINT
TOWNE
CENTER

PAD
KINGSWOOD PARK / SUN VILLAGE

TOKYO JOE'S

PIEOLOGY
PIZZERIA

PAD
ORCHARDS

PAD
SURPRISE CENTER

PAD
WEST POINT
TOWNE
CENTER

RL-5. R1-5



CITY OF SURPRISE
Regular City Council Meeting

October 2, 2018 @ 6:00:00 PM

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

Council Meeting Date: October 2, 2018
Submitting Department:
Staff Recommendations: None

Contact Person: Sherry Ann Aguilar, City Clerk
District: Citywide

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the minutes of September 11, 2018 Special City Council Meeting; September 18, 2018 Regular City Council Work Session, Regular City Council Meeting and Executive Session.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [REG](#)

CITY OF SURPRISE
Regular City Work Session - September 18, 2018
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, September 18, 2018 @ 4:00PM

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, September 18, 2018. Also in attendance with Mayor Wolcott were Vice Mayor Remley, Council Member Winters, Council Member Hayden, Council Member Duffy, Council Member Tande, and Council Member Hall.

Staff Present:

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

Pledge of Allegiance

Call To The Public:

Regular City Council Work Session Agenda:

1. Presentation and discussion on the use of Community Facilities Districts (CFD) including updates to the City's policies and procedures for the establishment of such districts - NO ACTION

Finance Director, Andrea Davis, Deputy City Attorney, Ellen Van Riper and CD Director, Eric Fitzer led a presentation on this item. Topics cover included existing policy and procedures, major legislative changes;

Council Member Tande questioned the collection of the fee process through the City Clerk.

Vice Mayor Remley asked for clarification on timeline of the application process.

60 days is the target.

Council Member Tande asked for clarification on laws for existing HOA's and formation

of CFD's.

Mr. Fitzer continued the presentation and focused specifically on Phase 2 including proposed qualified projects for CFD's; economic development options; retail and quality of community life and employment; unique housing; encourage collaboration of multiple developments.

Next steps: Council Meeting on October 2, 2018; official action of fees; approve the revised policies overall.

Public Comments:

Carter Froehlich - spoke of his background, familiar with this tool, we really need this financing tool.

Pam Giss - Handling CFD's since the 1990's in Illinois and Missouri. The top 20 selling master plans across the state, they all have CFD's, they are incredible projects. They offer many benefits over the traditional concept of the HOA.

Mayor Wolcott commented that she appreciates the desire to find tools for economic development, we are limited. We want to make sure we strike a balance in the policy.

Vice Mayor Remley commented that our concern is what is it really going to cost the person to buy a home and are the buyers aware of what they are getting into when they buy a home.

2. Presentation and discussion by WESTMARC to update City Council including a general overview of the organization, an update on the West Valley Pipeline initiative, and the state of economic and workforce development in the West Valley - NO ACTION

Mr. Bernardo announced that the representative was running late.

Vice Mayor Remley made the motion to recess the Work Session at 4:33 PM. Council Member Tande seconded the motion. Seven yes votes, motion carried.

Mayor Wolcott reconvened the Work Session at 4:59 PM.

Mr. Hoover introduced CEO of WESTMARC, Sintra Hoffman. Ms. Hoffman reported on their background, she gave a presentation on Interstate 10, MAG, where residents were going.

Mayor Wolcott - as a former employee, we're extra proud of you.

Mayor Wolcott - 91% of our residents leave Surprise to work elsewhere. She referred to a workforce strategy, education, referred to Westmec facility and Ottawa partnerships.

Council Member Tande - honor to be on Board, we have huge need to bring Economic Development into our city. He referred to the workplace data.

Executive Session:

Adjournment:

Council Member Hall made the motion to adjourn the Regular City Council Work Session of September 18, 2018 at 5:25 PM. Vice Mayor Remley seconded the motion. Seven yes votes, motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

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, September 18, 2018.**

Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE
Regular City Council Meeting - September 18, 2018
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, September 18, 2018 @ 6:00PM

Call To Order

Roll Call

Mayor Wolcott called the Regular City Council Meeting to order at 06:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on Tuesday, September 18, 2018. Also in attendance with Mayor Wolcott were Vice Mayor Remley, Council Member Winters, Council Member Hayden, Council Member Duffy, Council Member Tande and Council Member Hall.

Staff Present:

City Manager, Bob Wingenroth; City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar

Pledge of Allegiance

PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

City Manager Report:

ACM, Mike Frazier introduced Mike Cassidy - Students from Arizona Charter Leadership Class with Mrs. Miller. 3 students spoke on activities taking place at Arizona Charter Academy.

ACM, Mike Frazier introduced Andrea Davis as the permanent Finance Director, effective September 10th.

Alyson Cline accepting a check for Friends of The Library presented by CRS Director, Donna Miller.

City Attorney Report:

City Clerk Report:

City Clerk Aguilar reported on the election and deadlines. Voter Registration ends 10/8 and ballots will be mailed on 10/11.

Call To The Public:

Duane Farrell - Cell phone law and fines. Originally from California, the laws can protect but I think we are pushing this fine a little heavy, young people and working people will mostly be effected. \$250 per fine is steep for working folks. Against advocating more laws.

Regular City Council Meeting Agenda:

Consent Agenda:

1. Consideration and action pertaining to approval of an Amendment to the Intergovernmental Agreement with Maricopa County for acceptance of HOME grant funding in the amount of \$193,749 as part of the Maricopa County Housing Consortium and to amend the Fiscal Year 2019 budget and capital and operating list of items over \$50,000 by adding the 2018 HOME program funds in the amount of \$193,800; Resolution # 2018-138 - APPROVED

2. Consideration and action to amend the Fiscal Year 2019 budget by reallocating appropriations of \$372,200 from the City Manager's Office and Human Resources funds to the Human Service & Community Vitality Department Personnel Services and Services Funds and amending the Fiscal Year 2019 Capital and Operating list of items over \$50,000; Resolution # 2018-140 - APPROVED

3. Consideration and action amending the Fiscal Year 2019 budget by reallocating appropriations of \$15,000 from Contingency within the Grants Fund to the Donations Fund to account for a donation from the Friends of the Library; Resolution #2018-135.

4. Consideration and action to approve a request by Richard Van Dewerker for a Series 06 (Bar) liquor license for Mule Creek Saloon located at 16846 W. Bell Road, #100, Surprise, AZ. 85374 (Interim Permit/Person Transfer/LLC) - APPROVED

5. Consideration and action pertaining to approval of a Final Plat entitled, "Heritage Farm Final Plat" dated August 2, 2018, a property generally located at the southeast corner of 175th Avenue and Waddell Road for Heritage Farm - APPROVED

6. Consideration and action pertaining to approval of the Final Plat entitled, "Seattle-Tacoma Box Company" dated August 28, 2018, a property generally located southwest of the intersection of 135th and Willow Avenues - APPROVED

7. Consideration and action pertaining to approval of a final plat entitled, "A Replat of Lot 2 of the 'Final Plat for Sierra Montana Crossings' " dated September 4, 2018, a property generally located on the southwest corner of Greenway Road and Cotton Lane - APPROVED

8. Consideration and action on the minutes of September 4, 2018 Regular City Council Work Session; Regular City Council Meeting and Executive Session - APPROVED

Council Member Hall made the motion to approve the consent agenda. Vice Mayor Remley seconded the motion. Seven yes votes, motion carried.

Regular Agenda Item - Non-Public Hearing:

9. Consideration and action pertaining to the Committee on Community Outreach, Partnerships and Grants recommendations for Surprise Community Outreach Program funding for Fiscal Year 2019 - APPROVED

HSCV Director, Seth Dyson gave a powerpoint presentation on this item. The presentation consisted of all applications received by non-profits that were requested and what is being recommended.

Council Member Duffy thanked staff and organizations for their efforts for the application review process. Pleased that the amount went up to \$100,000.

Council Member Tande commented that the number is listed online.

Vice Mayor Remley made the motion to approve the Surprise Community Outreach Program Funding for FY19. Council Member Winters seconded the motion. Seven yes votes, motion carried.

10. Presentation and discussion pertaining to the City of Surprise Transit Study, draft transit lines and funding mechanisms - NO ACTION

City Transit Planner, Martin Lucero gave a powerpoint presentation on Transit Feasibility Study and Implementation Plan Draft Transit Network.

Jorge Luna, Senior Transit Planner - Discussed Preliminary Transit Network; Transit Impact; Community Impact; Federal Funding Impact; State Funding Impact; Local Funding Impact; phased implementation and conceptual timeline.

Mr. Lucero discussed next steps.

Vice Mayor Remley asked what size of bus are you contemplating with the Bell Road route? Are the vehicles here this evening?

Mr. Luna – 40-foot vehicle same as the route to Scottsdale. Yes, these vehicle are in the circular drive.

Council Member Tande question phased option slide, questioned cost of 3 months.

Mayor Wolcott commented that years ago the commuter rail study by MAG was discussed at the region meeting, and today no further along on the rail piece. You have

done a great service to all of us.

Council Member Hall - Is there a way to get participation on a demonstration project funding?

Mr. Lucero - Yes we would have to engage with our partners and bring back.

Vice Mayor Remley - Phasing in where minimal cost to Surprise, as we pull in the regional partners that would give us some momentum to qualify for other funding for expansion.

Mayor Wolcott - the money that came from Washington is not flowing like it used to, 80 local and 20 match. This is critically important.

Public Comments:

Laurie Kosmal, Mid November diagnosed with cancer, first treatment on Monday, called Dial-A-Ride, they were not able to take me to my appointment. This happened 3 times last week. My husband had to drive from work in Phoenix to take me.

City Clerk Aguilar read written statement from Renee Townsend.

11. Consideration and action pertaining to approval of a First Amendment to the City Manager Employment Agreement - APPROVED

Council Member Hall gave an overview on this item. He introduced Human Resources Director, Mark Schott to conduct a powerpoint presentation.

The Market Compensation Analysis was reviewed. Mr. Schott also reviewed the amendments to the current agreement.

Council Member Hall made the motion to approve the First Amendment to the City Management Employment Agreement. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

Council Member Hall thanked Mr. Schott on his efficiency and timeliness on this issue.

Other Business and Future Agenda Items:

Mayor/Council Reports:

Mayor and Council attended and/or reported on the following:

Council Member Winters - Constitution Day at Canyon Ridge School

Council Member Hayden - Attended West Valley Cities and Towns Dinner - water issues; went to the Willow Canyon Military Appreciation event; Attended OTTAWA

University games; Right Choice Open House;

Council Member Duffy - Time spent on Soccer Fields, 2 kids playing, thanks to the recreation department, 190 soccer teams;

Council Member Hall - Thanked Willow Canyon High School - Military Appreciation Event; joint chiropractic grand opening; Sunday went to bicycle rodeo in Target parking lot, great event; Right Choice Open House;

Council Member Tande - Went to OTTAWA Football game, very exciting; celebrated 71st Luke Air Force Birthday; Thompson Thrift rented out all of the space, fully leased; new facilities being built in the City Seattle Box Company, spec buildings approved. Pleased with WESTMARC presentation this evening.

Mayor Wolcott - Yes a lot going on in Surprise, misinformation 113 million in commercial capital investment; 600 million in 5 years. 27% growth in the number of commercial permits; 500 jobs added to the community just last year; 30,000 jobs in Surprise for our residents. Conference in DC next week. Staff has done an amazing job in Planning & ED staff.

Council Member Hall made the motion to recess the Regular City Council Meeting at 7:21 PM. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

Executive Session:

12. Consideration and action to recess into executive session for discussion or consultation for legal advice with the City Attorney pertaining to acquiring rights-of-way for public streets pursuant to A.R.S. 38-431.03(A)(3), (4), and (7).

Adjournment:

Council Member Hall made the motion to adjourn the Regular City Council Meeting at 7:38 PM. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

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, September 18, 2018.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

October 2, 2018 @ 6:00:00 PM

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

Council Meeting Date: October 2, 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 on a request by Aaron Feinberg, Director of Operations at American Greyhound Racing for Off-Track wagering at Brookside Bar & Grill located at 15170 W. Bell Road, Surprise, AZ 85374 commencing August 29, 2018 through December 31, 2021.

Motion:

I move to approve a request by Aaron Feinberg, Director of Operations at American Greyhound Racing for Off-Track wagering at Brookside Bar & Grill located at 15170 W. Bell Road, Surprise, AZ 85374 commencing August 29, 2018 through December 31, 2021.

Background:

This request will add another division of off-track wagering to the existing services currently provided by Turf Paradise at this location. There are no concerns noted with this request.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [REPORT](#)



Memorandum

To: Sherry Aguilar
CC:
From: Officer Chris Tovar #2059
Date: 9/25/2018
Re: Off Track Betting Report for Brookside Bar & Grill

This memo is in response to the criminal activity request at the Brookside II Sports Bar & Grill, located at 15170 W. Bell Road #115, in Surprise Arizona. This report is from three years prior to today's date of May 8, 2018.

During this time period, the Surprise Police responded to various calls for service. The following calls deal directly with criminal activity and liquor violations at Brookside:

2015

October : Disorderly conduct; one arrest
November : Disorderly conduct; patron touching staff, no prosecution desired,
: Disorderly conduct; patron arrested and trespassed
: Theft; cell phone from patio

2016

January : Domestic verbal; both parties arguing and separated and left
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 incident 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 previously 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

2018

January : Trespassing; intoxicated person made to leave

February : DUI; resulting from originally being unwanted guest at bar

April : Criminal Damage: tires slashed outside bar while patron inside
: DUI; subject trying to leave the bar intoxicated was arrested while driving his vehicle in the parking lot.

June : Disorderly Conduct; two patrons were in a physical altercation inside the bar. One male left after the other male said he had a gun in his vehicle. Both parties left prior to officer arrival and were not located in the area.

: Disorderly Conduct; neighboring business called police re: man in front of their pizza restaurant yelling he needed to buy more meth. The subject left area and was not located.



CITY OF SURPRISE
Regular City Council Meeting

October 2, 2018 @ 6:00:00 PM

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Council Meeting Date:	October 2, 2018	Contact Person:	Andrea Davis, Finance Director
Submitting Department:	Finance Dept	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 June 2018.

Motion:

Discussion only, there is no action.

Background:

This update will review the financial activity through the month of June 2018.

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

- ☐ [Sales and Use Tax Report June 2018](#)
 - ☐ [FY18 Grant Expenditure Report](#)
-



Sales and Use Tax
Fiscal Year to Date as of June 2018

General Fund	2016 Actual	2017 Actual	2018 Actual	Actual 2018 to 2017 \$ Variance	% Variance	2018 Budget	Actual to Budget 2018 \$ Variance	% Variance
Retail	13,216,512	15,628,983	16,576,382	947,399	6%	15,488,200	1,088,182	7%
Vehicles	5,391,744	6,722,441	7,594,160	871,719	13%	7,130,400	463,760	7%
Communications/Utilities	5,609,855	4,816,705	5,010,541	193,836	4%	4,773,300	237,241	5%
Contracting	1,250,000	1,250,000	1,250,000	0	0%	1,250,000	0	0%
Restaurant/Bar	5,936,467	6,985,953	7,673,195	687,241	10%	6,923,000	750,195	11%
Real Estate/Rental & Leasing	4,244,035	4,645,771	4,858,025	212,253	5%	4,604,000	254,025	6%
Arts/Entertainment	751,910	556,723	554,963	(1,759)	0%	551,700	3,263	1%
Hotel/Motel	525,179	522,296	566,929	44,633	9%	517,600	49,329	10%
Transient Lodging	147,644	163,410	170,896	7,486	5%	157,300	13,596	9%
Auditing	144,786	5,352	1,450	(3,902)	-73%	0	1,450	0%
Use Tax	870,102	1,034,059	1,154,085	120,026	12%	1,024,700	129,385	13%
Other Tax Activity	1,220,697	315,285	232,738	(82,547)	-26%	312,500	(79,762)	-26%
Total General Fund	39,308,931	42,646,978	45,643,363	2,996,385	7%	42,732,700	2,910,663	7%
Percentage of change from prior period		8%	7%					
Transportation Improvement Fund (1.5% tax rate)	3,417,193	3,017,920	3,820,807	802,887	27%	2,037,800	1,783,007	87%
Percentage of change from prior period		-12%	27%					
General Capital Fund (2.2% tax rate)	3,761,883	3,176,282	4,353,850	1,177,568	37%	1,738,800	2,615,050	150%
Percentage of change from prior period		-16%	37%					
Tourism Fund - Bed Tax (3.52% tax rate)	449,587	575,203	601,553	26,350	5%	553,700	47,853	9%
Percentage of change from prior period		28%	5%					
Total All Funds	46,937,594	49,416,383	54,419,572	5,003,189	10%	47,063,000	7,356,572	16%

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 is dedicated to the General Fund) - tax collections from businesses engaging in contracting activity, (e.g., landscaping, painting, flooring installation, siding, roofing, concrete, plumbing, heating, framing, drywall, infrastructure, masonry, finish carpentry). 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.

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 for any length of time and other activities provided at the hotel/motel.

Transient Lodging (1% of the 4.52% transient lodging tax rate is dedicated to the General Fund) - 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 is dedicated to the Transportation Improvement Fund)

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 is dedicated to the Tourism Fund)

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

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	\$ 48,603	\$ 48,670
Dec	Jan	Feb	\$ 43,701	\$ 43,753	\$ 49,646	\$ 36,930	\$ 43,340	\$ 43,474
Jan	Feb	Mar	\$ 43,414	\$ 23,111	\$ 50,389	\$ 33,947	\$ 53,287	\$ 40,829
Feb	Mar	Apr	\$ 51,074	\$ 85,180	\$ 67,284	\$ 77,765	\$ 73,472	\$ 70,955
Mar	Apr	May	\$ 70,001	\$ 80,525	\$ 90,729	\$ 91,488	\$ 78,265	\$ 82,202
Apr	May	Jun	\$ 34,916	\$ 32,169	\$ 39,894	\$ 44,009	\$ 39,450	\$ 38,087
May	Jun	Jul	\$ 25,429	\$ 28,916	\$ 26,763	\$ 29,185	\$ 39,484	\$ 29,955
Jun	Jul	Aug	\$ 19,937	\$ 20,246	\$ 22,958	\$ 23,917	\$ 39,727	\$ 25,357
TOTAL			\$ 434,326	\$ 480,674	\$ 525,179	\$ 522,296	\$ 566,929	\$ 505,881

*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	¹ 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	\$ 55,496	\$ 39,958
Dec	Jan	Feb	\$ 30,681	\$ 23,112	\$ 52,789	\$ 43,260	\$ 51,399	\$ 40,248
Jan	Feb	Mar	\$ 25,482	\$ 55,130	\$ 63,003	\$ 67,301	\$ 78,493	\$ 57,882
Feb	Mar	Apr	\$ 35,185	\$ 53,564	\$ 86,084	\$ 98,560	\$ 104,735	\$ 75,626
Mar	Apr	May	\$ 58,376	\$ 65,790	\$ 131,787	\$ 150,918	\$ 119,914	\$ 105,357
Apr	May	Jun	\$ 27,544	\$ 22,092	\$ 55,825	\$ 69,245	\$ 56,034	\$ 46,148
May	Jun	Jul	\$ 21,952	\$ 24,125	\$ 35,250	\$ 47,870	\$ 60,163	\$ 37,872
Jun	Jul	Aug	\$ 15,877	\$ 21,607	\$ 41,187	\$ 36,092	\$ 62,355	\$ 35,424
TOTAL			\$ 293,964	\$ 360,993	\$ 597,231	\$ 738,613	\$ 772,449	\$ 552,650

¹Transient Lodging tax rate increased from 2.52% to 4.52% effective 11/01/2015, Ordinance No. 2015-10 (3.52% of the 4.52% is recorded to the Tourism Fund)



Transaction Privilege Tax Report

Restaurant and Bar

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	\$ 600,545	\$ 506,033
Dec	Jan	Feb	\$ 438,338	\$ 469,465	\$ 522,687	\$ 602,045	\$ 651,071	\$ 536,721
Jan	Feb	Mar	\$ 436,637	\$ 460,847	\$ 491,380	\$ 621,598	\$ 676,521	\$ 537,397
Feb	Mar	Apr	\$ 490,692	\$ 532,431	\$ 547,841	\$ 614,354	\$ 681,549	\$ 573,373
Mar	Apr	May	\$ 614,719	\$ 607,926	\$ 675,027	\$ 800,846	\$ 860,495	\$ 711,803
Apr	May	Jun	\$ 466,620	\$ 506,791	\$ 545,300	\$ 650,128	\$ 673,602	\$ 568,488
May	Jun	Jul	\$ 463,010	\$ 510,135	\$ 481,777	\$ 597,185	\$ 649,784	\$ 540,378
Jun	Jul	Aug	\$ 444,832	\$ 431,220	\$ 436,037	\$ 540,675	\$ 626,876	\$ 495,928
TOTAL			\$ 5,262,786	\$ 5,600,500	\$ 5,936,467	\$ 6,985,953	\$ 7,673,195	\$ 6,291,780

*Restaurant and Bar amounts for FY2017 were updated to include AZ Dept. of Revenue's implementation of location based and business code reporting

FY 18 Grant Expenditure Detail
for July 1, 2017 through June 30, 2018

Dept	Project	Project Title	Budget	Expended
City Attorney	G13040	FY 17 Prosecutor's Office VOCA	8,900	8,900
City Attorney	G13060	FFY 17 Prosecutor's Office VOCA 2	4,900	4,900
City Attorney	G13070	FFY 18 Pros Office VOCA	75,000	71,000
City Attorney	G13080	FY 18 VRP	2,800	2,800
SPD	G31110	DEA Task Force FY 17	3,400	3,400
SPD	G31120	Police Department VOCA FY 17	16,200	28,900
SPD	G31140	FY 17 GOHS DUI Task Force	8,300	8,300
SPD	G31150	FY 17 GOHS Know Your Limit	1,500	1,500
SPD	G31180	FFY 16 CBRNE Sustainment 160823-01	21,700	21,700
SPD	G31190	COPS Hiring Grant	250,000	9,100
SPD	G31210	Police Department UASI Reall 150822-02	200	200
SPD	G31220	FFY17 PD CBRNE Sustainment UASI	60,000	53,600
SPD	G31240	FFY18 DEA Task Force	36,000	26,800
SPD	G31250	FFY 18 PD VOCA	88,700	82,800
SPD	G31260	FFY 18 GOHS DUI Task Force OT	20,000	14,100
SPD	G31270	FFY 18 GOHS Know Your Limit Ed Prog	9,700	9,700
SPD	G31280	FFY18 STEP Enforce-Related Equip	43,800	0
SPD	G31300	FY 17 GOHS STEP OT	10,000	10,000
SPD	G31310	FY18 GOHS STEP Enforcement	20,200	8,100
SPD	G31320	FFY18 Ped & Bike Safety Enforcement	20,300	7,400
SPD	G31330	FFY18 Ped & Bike Enforce & Training	8,800	6,000
SPD	G31340	FFY18 GOHS Occupant Protection Enforce	15,500	12,800
SPD	G31350	FFY18 GOHS DUI Abatement	20,000	20,000
SPD	G31360	JLEO Task Force OT	5,000	5,000
SPD	G31370	FFY18 GOHS Ped & Bicyclist Focus Ed	25,000	0
SPD	G31380	FFY18 GOHS Buckle Up AZ	4,000	4,000
FMD	G34090	FFY 16 Fire CBRNE Sustain 160822-01	7,100	7,100
FMD	G34100	SAFER Grant EMY-2015-FH-00791	468,000	454,100
FMD	G34120	FFY 18 GOHS DUI Mock Crash	7,500	1,800
FMD	G34130	FFY 18 GOHS Occupant Protection	8,500	8,500
FMD	G34180	FFY 18 FD AZDOHS CERT Sustainment	9,900	3,200
FMD	G34190	FFY 18 AZDOHS CBRNE Sustainment	60,000	46,700
FMD	G34210	Firehouse Subs Grant for Fire	15,500	14,300
FMD	G34220	Good Neighbor Grant	500	500
FMD	G34230	Gila River Indian Community Grant	6,000	5,900
CD	G42010	FY 17 SRTS Studies - Parkview & Ashton	58,500	26,000
CD	G42020	FY 17 SRTS Studies - Marley & Rancho	39,600	35,000
CD	G42030	FY 17 SRTS Crosswalk Safety	10,400	6,100
CD	G42040	FY 17 SRTS Walking/Biking Maps	94,300	46,200
CD	G42050	DOD - 2 AME-UP	459,300	358,200
CD	G42060	PIP Grant for Grant 42010	2,800	2,800
CD	G42070	PIP Grant for Grant G42020	2,800	2,800
CD	G42080	PIP Grant for Grant G42030	2,800	2,800
HSCV	G51170	FY 14-15 CDBG St Improv	1,700	1,700
HSCV	G51220	FY 16 CDBG Public Service	87,800	50,300
HSCV	G51230	FY 16 CDBG AZTC Improvements	380,300	347,500
HSCV	G51240	FY 2016 HOME	110,500	75,000
HSCV	G51260	2013 CDBG Emergency Repair	175,000	53,700
HSCV	G51290	2015 CDBG Utility Feasibility Study	120,000	52,400
HSCV	G51320	FY 14-15 HOME	140,400	120,900
HSCV	G51330	2015 HOME	8,600	8,500
HSCV	G51400	2017 CDBG Administration	120,200	108,000
HSCV	G51410	2017 CDBG Admin - advertising	7,500	7,500
HSCV	G51420	2017 CDBG Public Service	95,800	44,400
HSCV	G51440	2017 CDBG Emergency Home Repair	165,400	34,800
HSCV	G51480	TO Stabilizing Families in Need	60,000	53,800
HSCV	G51500	FY 18 AAA - Meals	38,300	43,300
HSCV	G51510	FY 18 AAA - Senior Center	11,700	11,700
HSCV	G51520	FY 18 CAP	87,500	80,500
HSCV	G51550	2017 CDBG Sr Ctr Improvement	20,000	4,400
HSCV	G51560	2017 HOME	145,200	0
HSCV	G51560	2017 CDBG TechCelerator Bldg Reno	20,000	151,300

\$3,829,300

\$2,692,700



CITY OF SURPRISE
Regular City Council Meeting

October 2, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 2, 2018	Contact Person:	Robert Kuhfuss - Community Development
Submitting Department:	CD	District:	5
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a Comprehensive Sign Program for Surprise Professional Center; Case # FS18-435.

Motion:

I move to approve a Comprehensive Sign Program for Surprise Professional Center, Case #FS18-435, subject to stipulations “a” and “b” as stated in the Staff Report.

Background:

The subject site includes a three (3) story office building equipped with a number of wall signs that were approved for the property under the old Sign Code. Staff initiated a Text Amendment to the Surprise Sign Code in 2015, and early iterations of the draft Sign Code would have allowed wall signs on buildings up to three (3) stories in height; however, in latter iterations of the draft Sign Code, this provision was limited to buildings of two (2) stories or less. Additional sign permits were issued in error following the adoption of the new Sign Code. This was the result of an unintended consequence related to the reduction in the height allowance from three (3) to two (2) stories. As a result, the building includes a mix of legal non-conforming wall signs and wall signs that were installed based on permits that were issued in error.

The Planning and Zoning Commission was scheduled to consider this application during its meeting on September 20, 2018. The Commission's decision was not known as of the time of the preparation of this agenda item.

Objective Analysis:

The proposed CSP will allow the ability for the property owners to install wall signs as envisioned while

preserving the City Council's ability to review and approve or deny such signage in a case-by-case basis, and alleviates a legal non-conforming condition present on the site.

Policy Compliant:

The Surprise General Plan 2035 is silent with respect to business signage.

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-FS18-435 Surprise Professional Center CSP -Staff report](#)
 - ☐ [01 - FS18-435 - Surprise Professional Center Comprehensive Sign Program - Vicinity Map](#)
 - ☐ [02 - FS18-435 - Surprise Professional Center Comprehensive Sign Program - Case Map](#)
 - ☐ [03 - FS18-435 - Surprise Professional Center Comprehensive Sign Program - Document](#)
 - ☐ [04-FS18-435 Surprise Professional Center CSP-Presentation](#)
-

COMPREHENSIVE SIGN PROGRAM

REPORT TO THE CITY COUNCIL

Case: FS18-435

Project Name: Surprise Professional Center Comprehensive Sign Program

Council Districts: 5 – Palm

Meeting Date: October 02, 2018

Planner: Robert H. Kuhfuss, AICP

Owner: Pathfinder TRF Eleven, LLC, et. al.

Applicant: Adam Baugh of Withey Morris, PLC

Request: Comprehensive Sign Program for Surprise Professional Center

Site Location: Generally located south of Bell Road and east of Reems Road

Site Size: 3.1 acres (approx.)

Density: N/A

General Plan Conformance: The Surprise General Plan 2035 is silent with respect to business signage

Support/Opposition: None known

Commission Recommendation: **Approve**, subject to staff recommended stipulations “a” and “b”

41 **Project Description:**

42
43 The subject site includes a three (3) story office building equipped with a number of wall signs that
44 were approved for the property under the old Sign Code. Staff initiated a Text Amendment to the
45 Surprise Sign Code in 2015, and early iterations of the draft Sign Code would have allowed wall
46 signs on buildings up to three (3) stories in height; however, in latter iterations of the draft Sign
47 Code, this provision was limited to buildings of two (2) stories or less. Additional sign permits were
48 issued in error following the adoption of the new Sign Code. This was the result of an unintended
49 consequence related to the reduction in the height allowance from three (3) to two (2) stories. As a
50 result, the building includes a mix of legal non-conforming wall signs and wall signs that were
51 installed based on permits that were issued in error.

52
53 To remedy this situation, three (3) options exist:

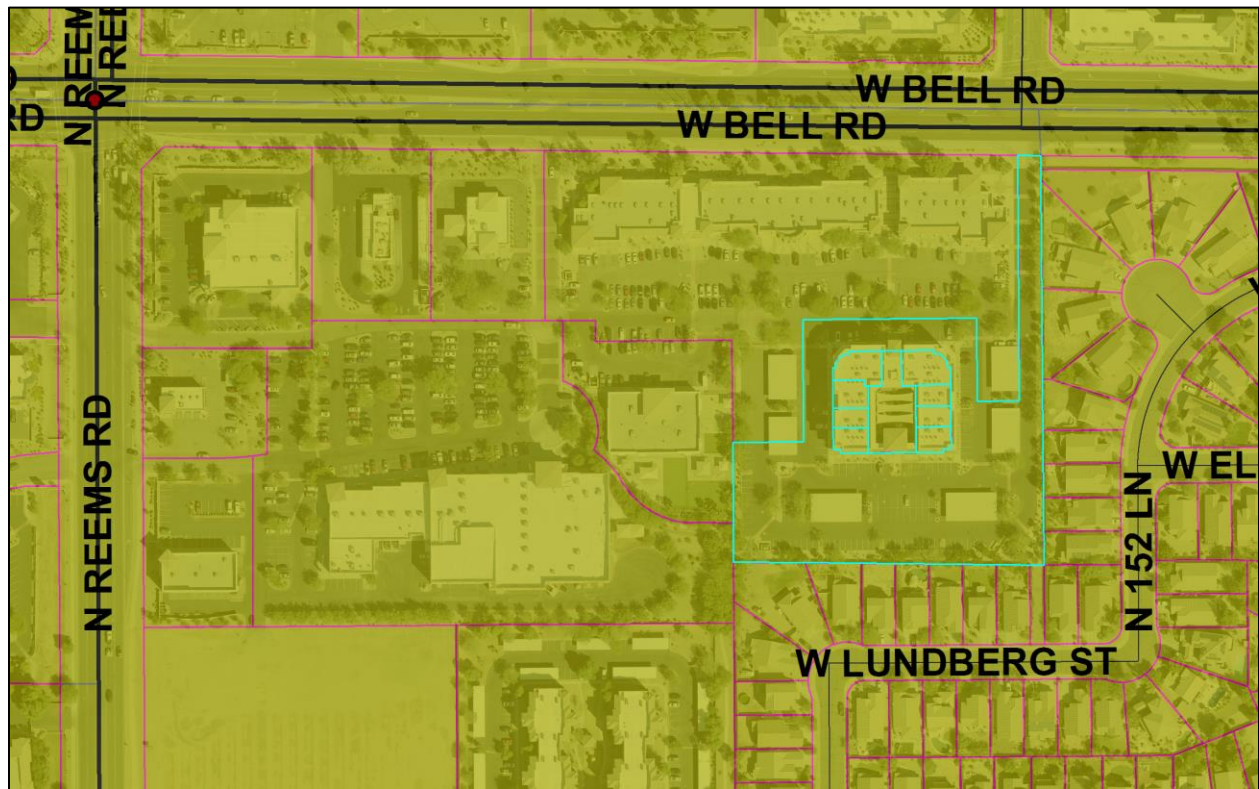
- 54
55 A - Seek the approval of a CSP that would allow the existing condition to remain while
56 providing for additional wall signage as envisioned by the applicant;
57 B – Process a Text Amendment to the Sign Code to allow such wall signs on buildings taller
58 than two (2) stories;
59 C – Leave the condition as is thereby allowing the existing signs to exist, but effectively
60 prohibiting any additional wall signage.

61
62 Staff's preference is option A as this will allow the ability for the property owners to install wall signs
63 as envisioned, without creating a city wide entitlement for such signs as would be the case with a
64 Text Amendment. This also preserves the Commission and Council's ability to review such signage
65 in a case-by-case basis and alleviates a legal non-conforming condition.

66
67 **Existing Zoning:**

68
69 The following map and associated chart depict the existing zoning of the subject site and its
70 surrounds.

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76 [Continued on following page.]
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Commercial (Orchards PAD)	Commercial (Orchards PAD)	Commercial (Orchards PAD)
Commercial (Orchards PAD)	Commercial (Orchards PAD)	Residential (Orchards PAD)
Commercial (Orchards PAD)	Residential (Orchards PAD)	Residential (Orchards PAD)

Background:

September 11, 1997: The City Council approved the original Orchards PAD under case PAD96-102.

February 1, 2000: Staff approved a Minor Amendment to the Orchards PAD under case PADA00-007 for the purpose of revising certain roadways and setbacks.

May 7, 2002: Staff approved a Minor PAD Amendment under case PADA02-004 for the purpose of revising certain land uses within the PAD.

June 27, 2002: The City Council approved a Major PAD Amendment under case PADA02-119 for the purpose of revising certain development standards.

May 17, 2007: A Minor Land Division covering the subject property was recorded with the Maricopa County Recorder's Office under Book 923, Page 18.

May 21, 2008: Staff approved a Minor PAD Amendment under case PADA08-056 for the purpose of revising certain land uses within the PAD.

March 6, 2011: The City Council approved an Amended Final Plat for Bell and Reems under case FS11-036. The subject property is located in what was then known as Lot 2 of that subdivision.

March 9, 2011: Staff administratively approved a Site Plan for Bell Road Shops under case FS11-036.

April 2, 2014: Staff approved a Minor Amendment to the Site Plan as it relates to the Surprise Professional Center under case FS14-049.

December 9, 2014: Staff finalled a permit for a wall sign on Suite 112 of Surprise Professional Center for Surprise Pediatric Dentistry under permit number 2014002375.

April 28, 2015: Staff issued a permit for a wall sign on Suite 212 of Surprise Professional Center for My Office Business Suites under permit number 2015000640.

August 14, 2015: Staff initiated a Text Amendment to Chapter 113 of the Surprise Municipal Code as it pertains to signs under case FS15-311.

May 17, 2017: Staff finalled a permit for a wall sign on Suite 118 of Surprise Professional Center for Arizona Vein and Laser Institute under permit number 2017000391.

January 16, 2018: The City Council approved a Condominium Plat for Surprise Professional Center under case FS17-672.

March 6, 2018: The City Council approved the new Sign Code under case FS15-311. Said code went into effect on April 5, 2018.

March 21, 2018: Staff issued a permit for a wall sign on Suite 122 of Surprise Professional Center for Pharmaprodia under permit number 2018000262.

June 12, 2018: Staff finalled a permit for a wall sign on Suite 118 of Surprise Professional Center for Arizona Vein and Laser Institute under permit number 2018001324.

June 21, 2018: Staff issued a permit for a wall sign on Suite 100 of Surprise Professional Center for Lawyer's Title under permit number 2018002292.

August 10, 2018: Staff received an inquiry regarding allowable signage as it pertains to wall signs on Suite 210 of the subject property. Upon courtesy review of the proposed walls signs, staff determined that such signage is inconsistent with the newly adopted Sign Code.

August 31, 2018: The applicant filed a request for a Comprehensive Sign Program under case FS18-435, the subject case.

September 20, 2018: The Planning and Zoning Commission recommended approval of the request to the City Council subject to staff recommended stipulations “a” and “b”.

[Note: Several Tenant Improvement permits were issued for various suites located within the subject property, but are omitted here for brevity.]

Analysis and Discussion:

The proposed CSP allows for a number of non-illuminated wall signs to be located within a specific sign bands located on the exterior of the building. These sign bands will be 24 inches high and either twelve (12) feet or fourteen (14) feet in length, depending upon the location. In addition, the proposed CSP allows for window graphics not to exceed 50% of the window pane to be located on either the entry door or the window next to the entry door, but not both. This CSP does not include any provisions for ground signs nor does it address signage not visible to the public.

Utility and Services Table:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	Unknown
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 is silent with respect to business signage.

Reviewing Agencies:

The subject request was routed to the standard reviewing agencies. No issues or concerns have been voiced as of the writing of this report.

Summary:

The proposed CSP will allow the ability for the property owners to install wall signs as envisioned while preserving the Commission and Council’s ability to review such signage in a case-by-case basis, and alleviates a legal non-conforming condition present on the site.

[Continued on following page.]

Findings:

- The proposed Comprehensive Sign Program will allow for reasonable and adequate signage on the property;
- The proposed Comprehensive Sign Program will alleviate a legal non-conforming condition;
- The proposed Comprehensive Sign Program preserves the ability for the Planning and Zoning Commission and City Council to evaluate similar conditions on a case by case basis.
- There are no objections to the request.

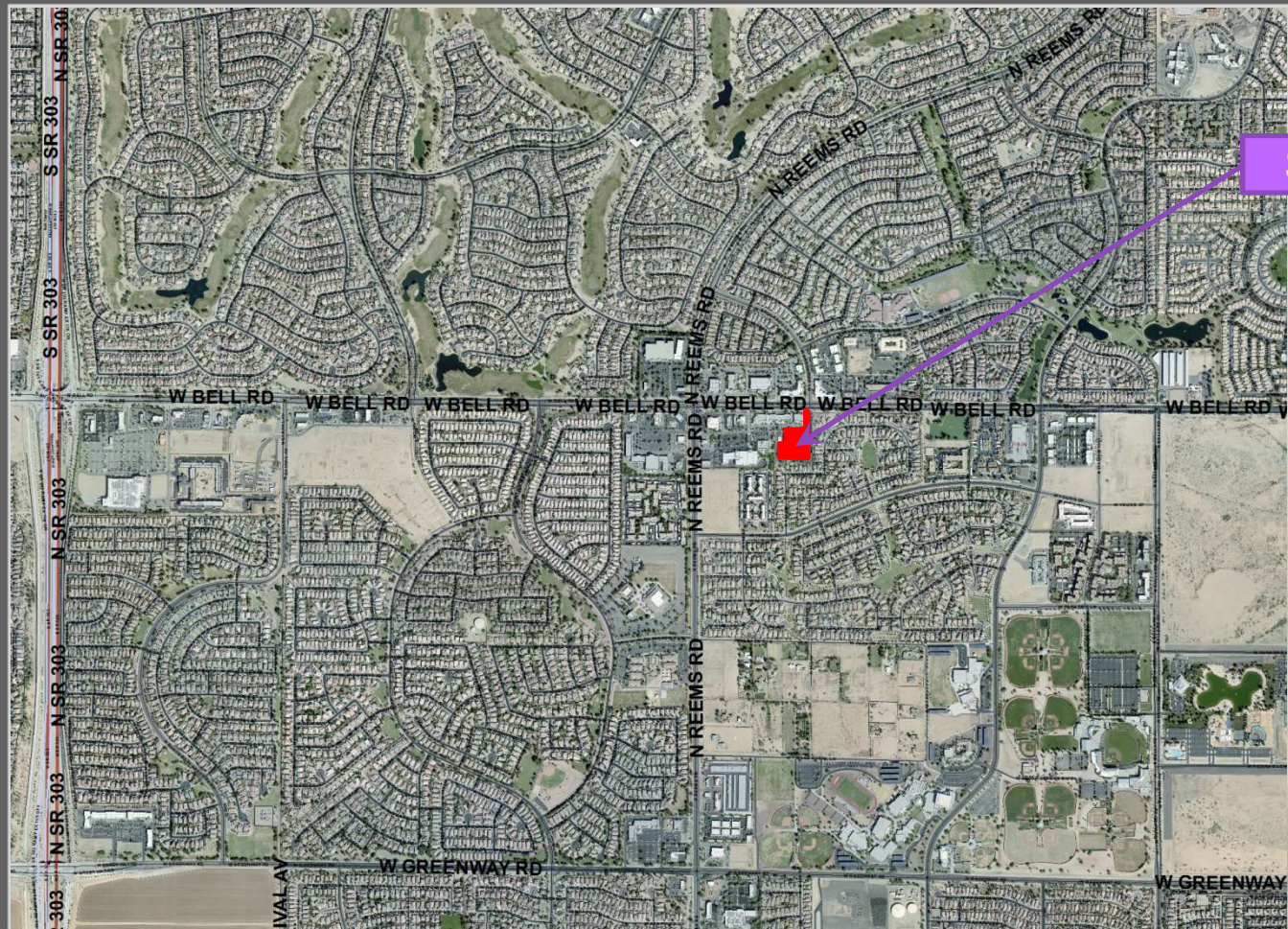
Commission Recommendation:

Based on the findings noted above, the Commission moved to recommend **approval** of the subject Comprehensive Sign Program request to the City Council, subject to stipulations 'a' and 'b' as outlined below:

- a. Building signage on the site shall be consistent with the Comprehensive Sign Program entitled "Surprise Professional Center" consisting of six (6) pages prepared by Withey Morris, PLC and stamped received September 6, 2018.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Attachments:

- 01 Vicinity Map
- 02 Case Map
- 03 Comprehensive Sign Program Document

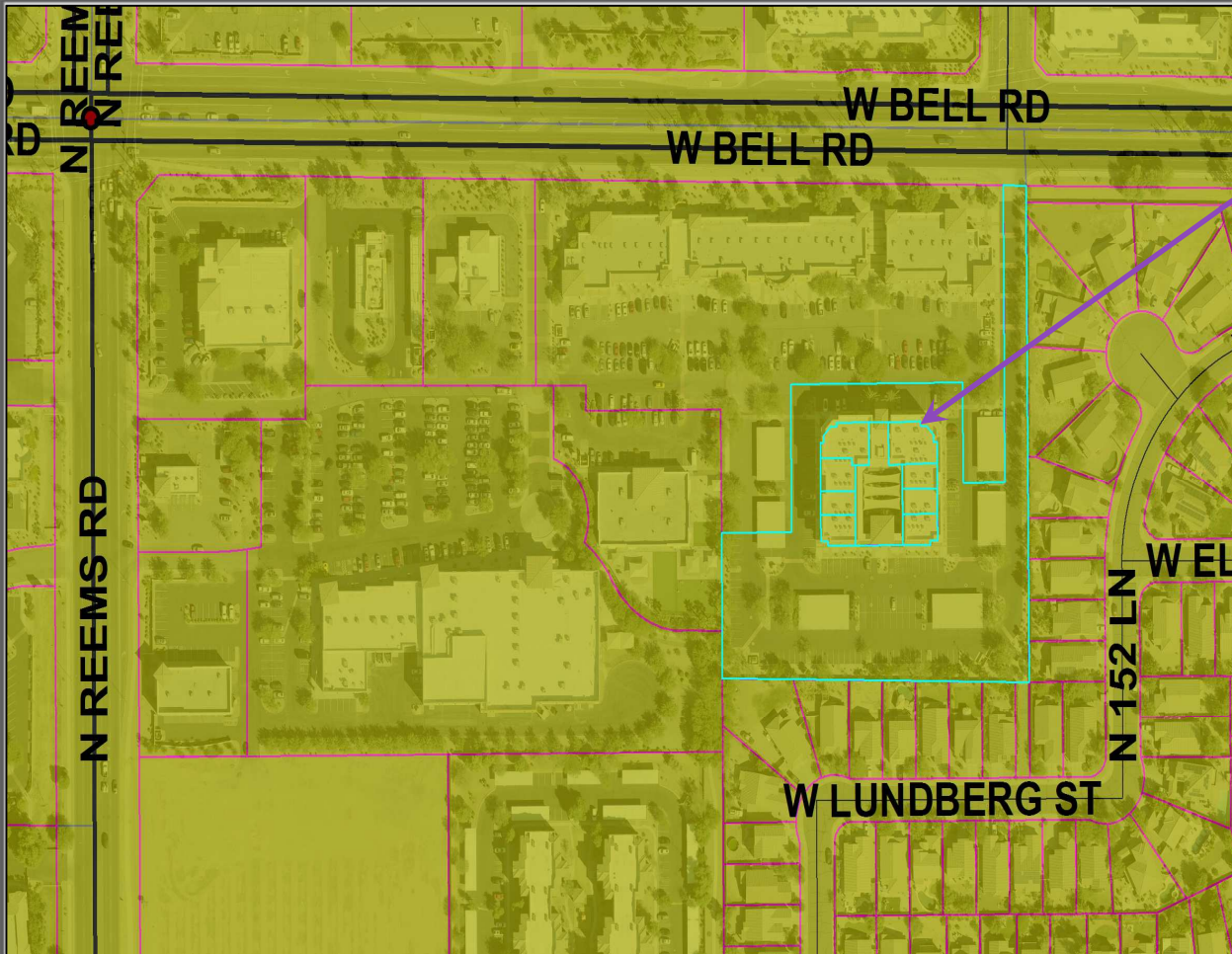


Subject Site

Vicinity Map FS18-435

Case Map FS18-435

Subject Site



Surprise Professional Center

Comprehensive Sign Program

I. Introduction

This application requests a Comprehensive Sign Program for the Surprise Professional Center located at 15531 W. Bell Road, Surprise Arizona (the "Property"). See aerial map at **Tab 1**.

II. Background History

The Property is a 3-story office condominium building that was originally built in 2007. The economic recession beginning in 2008 decimated the office market and the completed building sat vacant and unoccupied for six years. Overtime it was vandalized and damaged which further impacted it's ability to occupy.

In 2013, the current owner acquired the Property and began making improvements to sell or lease the space. In 2017, the City approved a condo plat that created individuals suites for sale on each of the three floors.

Slowly, new tenants and occupants have purchased individual building suites and the building is occupied with multiple office tenants including medical, administrative, and general office users.

As office users have acquired condo suites inside the building they each desire exterior wall signage to effectively market and identify their space. This is especially important because the Property has no direct frontage onto Bell Road and is virtually hidden behind other buildings. As a result, the building elevations have identification signage for each individual tenant, spanning floors 1 through 3. A copy of the existing signage and elevations are included with this application at **Tab 2**.

In April 2018, the City of Surprise adopted new sign provisions that affect this particular building and limit its ability to maintain its current sign regime. Currently, each tenant has individual wall signage outside its office space, on floors 1 through 3. Under the new code standards, only one exterior wall signage is permitted near the top of the building. It seems this existing building was not on the radar when the new sign code was being prepared and eventually adopted.

This is the only 3-story building within the City of Surprise at this time, and it appears to have been overlooked when the new sign code provisions were being considered. The building owner was not aware of the proposed sign code changes, and city staff was not aware it would have the unintended impact it has created. As a result, some condo owners have exterior wall signage on various floors of the building, while other new condo owners are hereby restricted.

The inconsistency in the signage (before v. after the adoption of the sign code) creates a scenario that needs adjustment through the Comprehensive Sign Program (CSP). Through the CSP, the building owner is able to establish a sign regime that is consistent for all elevations and floors of this building, thereby creating fairness and equity among all the individual condo owners. The CSP applies to this Property only and does not prevent the city from applying its new sign code to other future 3-story office buildings.

III. CSP Modification Request

This application seeks a CSP to modify Section 113-9(b)(1) of the Surprise Municipal Code related to building mounted signage for a three story building. For this three-story office building, each tenant who owns or possesses leased tenant frontage on the exterior wall of the building may affix any combination of building wall signs provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of that tenant's leased frontage.

A copy of the of the building mounted signage areas is at **Tab 3**. Building mounted signage will be allowed on any floor, on any elevation side.

Additionally, vinyl window signage is permitted on any tenant's respective suite window. Window signage will only be permitted on the first floor exterior windows, and not to exceed 50% of the window pane.

IV. Remaining Sign Criteria

All other terms of Section 113 of the Surprise Municipal Code sign code apply and remain unchanged.

V. Materials, Non-Illumination, Color and Dimensions

Buidling mounted signage shall be reverse pan channel aluminum metal letters. Letters will be at least 1" deep minimum, clip mounted flush to fascia. Letters will not be illuminated. Letter color will be Matthews Acrylic Poly "SV202 White Base" or registered trademark logo colors. Each tenant sign band area may be a maximum be 2' x 14' and must be placed on the exterior wall of the of the tenant's office frontage.

15331 W. Bell Road, Surprise, Arizona 85374

EXTERIOR SIGN MATRIX

▲ Building Signage



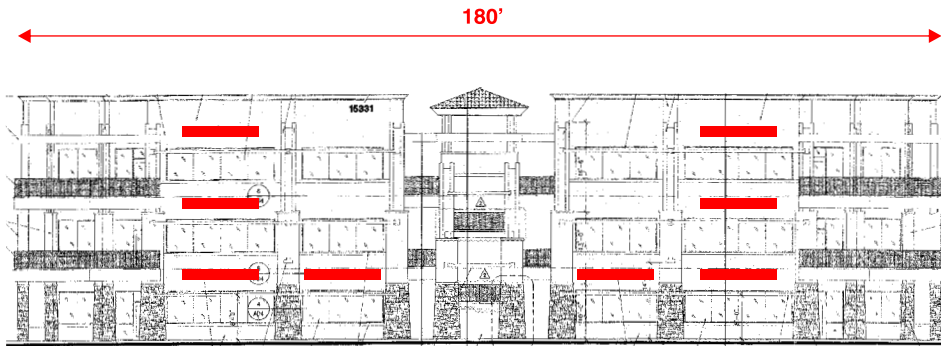
SITE MAP: NOT TO SCALE



SURPRISE PROFESSIONAL CENTER

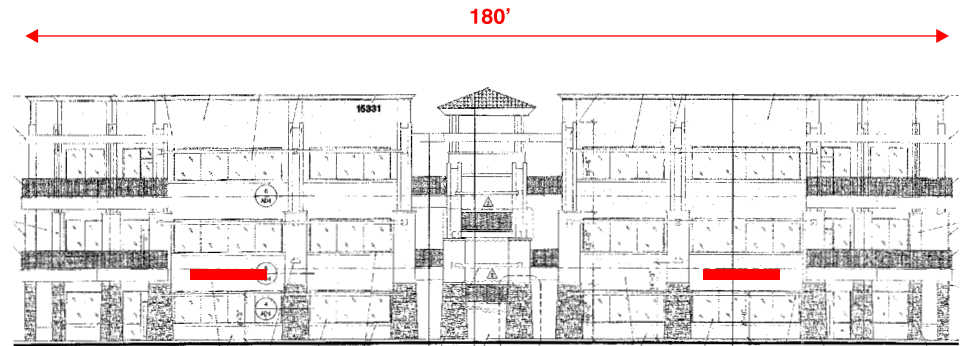
COMPREHENSIVE SIGN PROGRAM 2

15331 W. Bell Road, Surprise, Arizona 85374



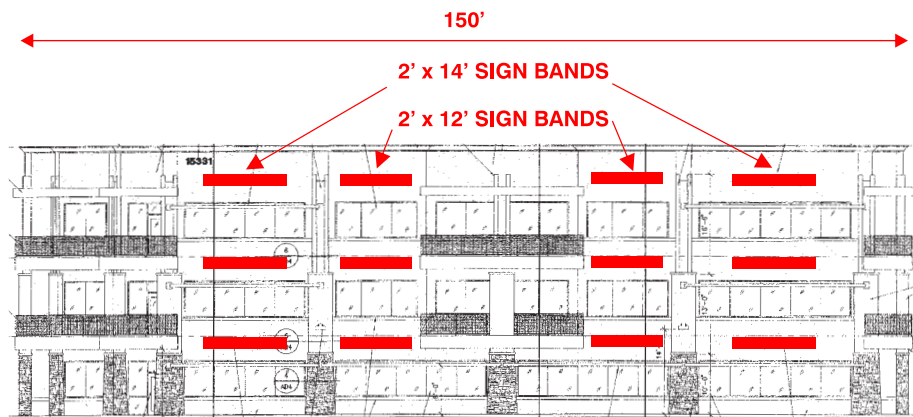
North Elevation:

(8) PROPOSED SIGN BANDS
(8) EACH 2' x 14' = 28 S.F.



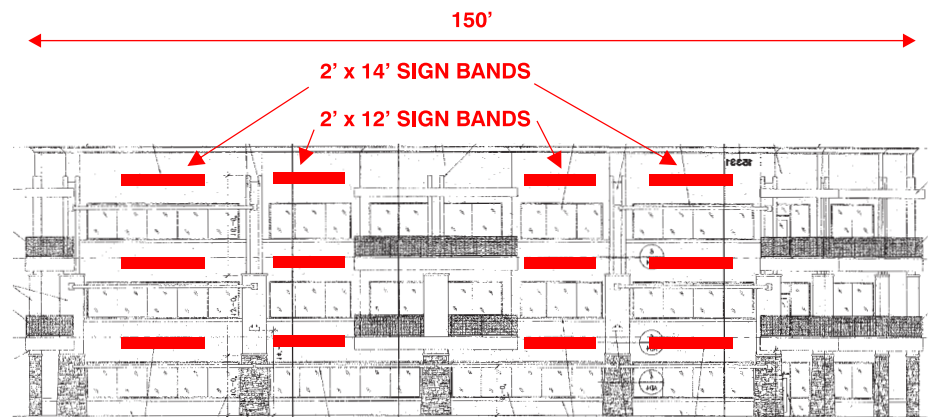
South Elevation:

(2) PROPOSED SIGN BANDS
(2) EACH 2' x 14' = 28 S.F.



West Elevation:

(12) PROPOSED SIGN BANDS
(6) EACH 2' x 12' = 24 S.F. / (6) EACH 2' x 14' = 28 S.F.



East Elevation:

(12) PROPOSED SIGN BANDS
(6) EACH 2' x 12' = 24 S.F. / (6) EACH 2' x 14' = 28 S.F.

SURPRISE PROFESSIONAL CENTER

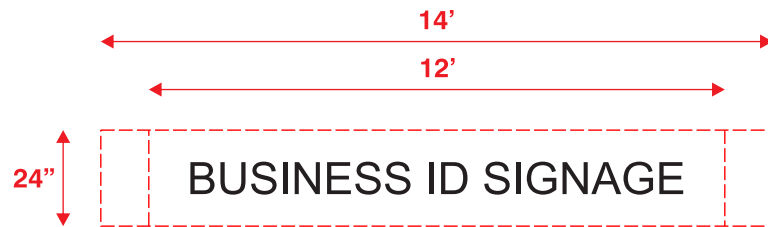
COMPREHENSIVE SIGN PROGRAM 3

15331 W. Bell Road, Surprise, Arizona 85374



Typical 12' & 14' Wall Sign Band

Scale: 1/4" = 1'-0"



Aluminum Reverse Pan Channel Letter

Project Color



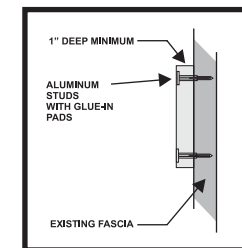
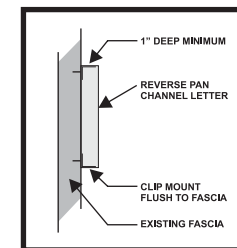
MATTHEWS ACRYLIC POLYURETHANE "SV202 WHITE BASE"
OR REGISTERED TRADEMARK LOGO COLORS

Typical Elevation:

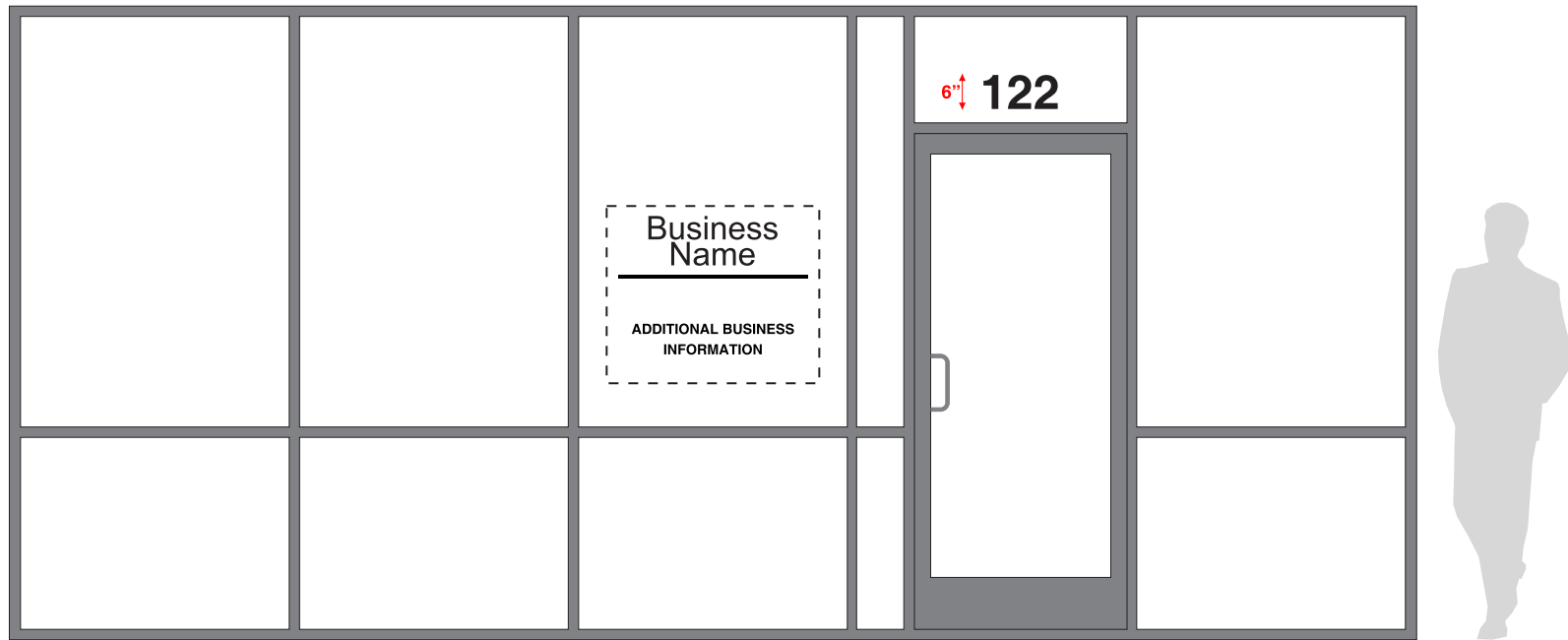
Scale: 1/16" = 1'-0"

Reverse Pan Channel Metal Letter

Mounting Methods / Non Illuminated



15331 W. Bell Road, Surprise, Arizona 85374



Window Graphics:
Scale: 3/8" = 1'-0"



Typical Window Graphics:

BUSINESS OWNERS HAVE THE OPTION OF PLACING THEIR SUITE IDENTIFICATION SIGNAGE ON THE WINDOW (MOST ADJACENT TO DOOR PULL) OR ON SUITE MAIN ENTRY DOOR GLASS, BUT NOT BOTH. MAXIMUM SIGN AREA ON WINDOW GLASS SHALL NOT TO EXCEED 50% OF THE WINDOW PANE.



S U R P R I S E

A R I Z O N A

City Council

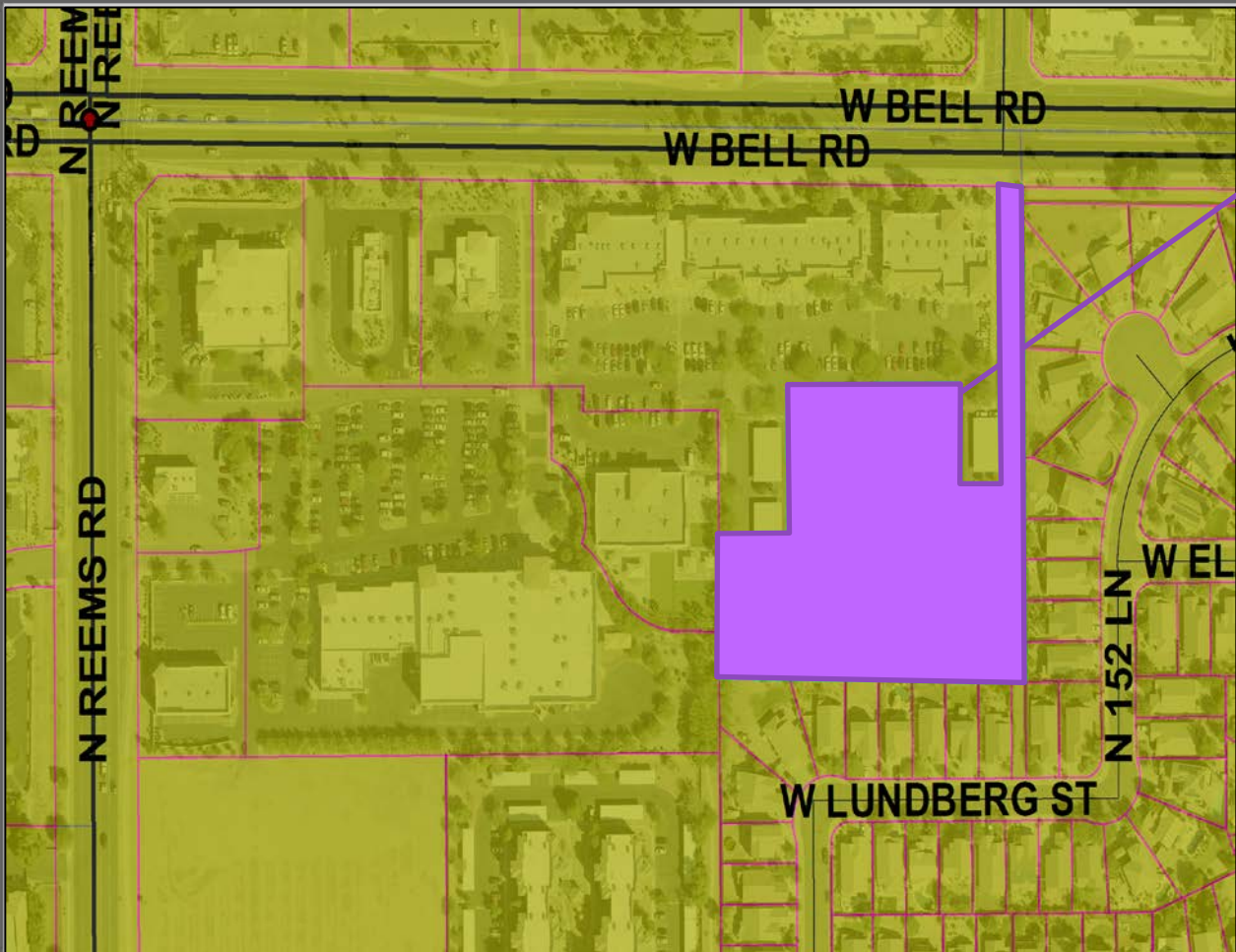
October 02, 2018

Surprise Professional Center
Comprehensive Sign Program

FS18-435

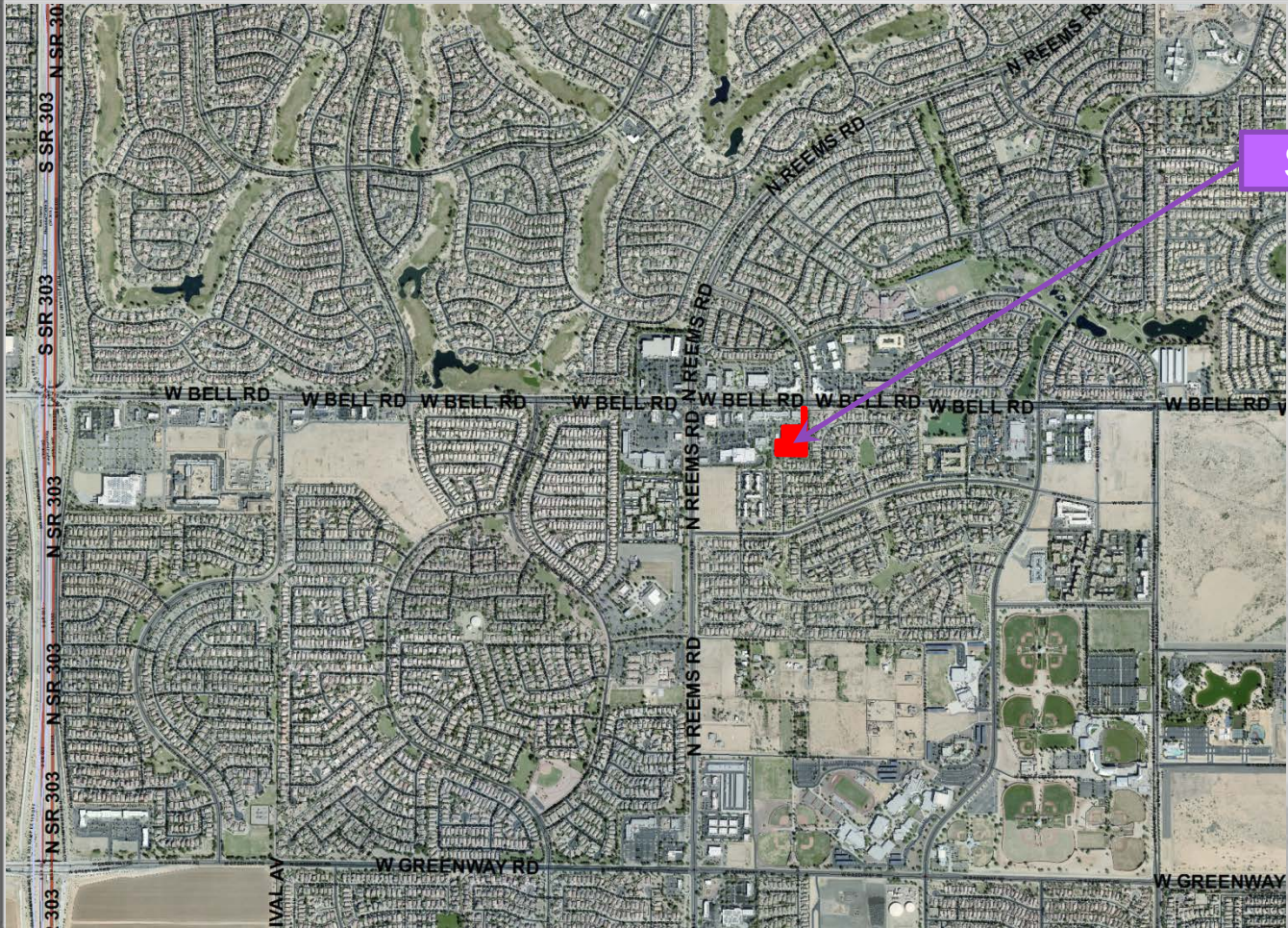
Case Map FS18-435

Subject Site



Vicinity Map FS18-435

Subject Site



SURPRISE PROFESSIONAL CENTER

COMPREHENSIVE SIGN PROGRAM 1

15331 W. Bell Road, Surprise, Arizona 85374

EXTERIOR SIGN MATRIX

▲ Building Signage



SITE MAP: NOT TO SCALE



CSP FS18-435

SURPRISE PROFESSIONAL CENTER

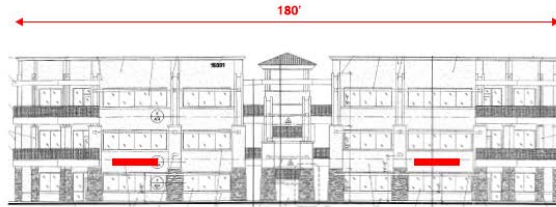
COMPREHENSIVE SIGN PROGRAM 2

15331 W. Bell Road, Surprise, Arizona 85374



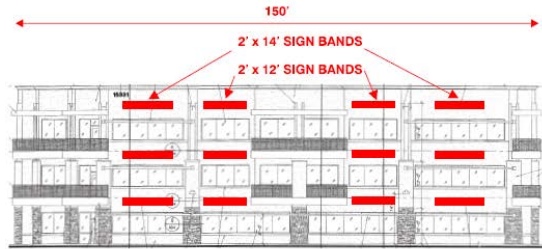
North Elevation:

(8) PROPOSED SIGN BANDS
(8) EACH 2' x 14' = 28 S.F.



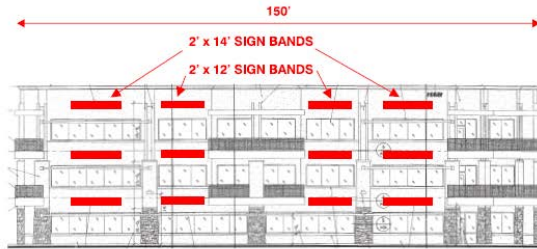
South Elevation:

(2) PROPOSED SIGN BANDS
(2) EACH 2' x 14' = 28 S.F.



West Elevation:

(12) PROPOSED SIGN BANDS
(6) EACH 2' x 12' = 24 S.F. / (6) EACH 2' x 14' = 28 S.F.



East Elevation:

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CSP FS18-435

SURPRISE PROFESSIONAL CENTER

COMPREHENSIVE SIGN PROGRAM 3

15331 W. Bell Road, Surprise, Arizona 85374



Typical 12' & 14' Wall Sign Band

Scale: 1/4" = 1'-0"



Aluminum Reverse Pan Channel Letter

Project Color



MATTHEWS ACRYLIC POLYURETHANE "SV202 WHITE BASE"
OR REGISTERED TRADEMARK LOGO COLORS

Typical Elevation:

Scale: 1/16" = 1'-0"

Reverse Pan Channel Metal Letter Mounting Methods / Non Illuminated

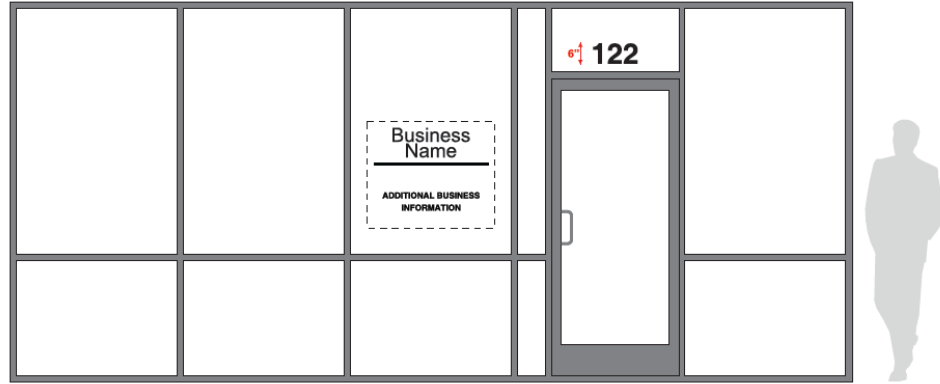


CSP FS18-435

SURPRISE PROFESSIONAL CENTER

COMPREHENSIVE SIGN PROGRAM 4

15331 W. Bell Road, Surprise, Arizona 85374



● Window Graphics:
Scale: 3/8" = 1'-0"



Typical Window Graphics:

BUSINESS OWNERS HAVE THE OPTION OF PLACING THEIR SUITE IDENTIFICATION SIGNAGE ON THE WINDOW (MOST ADJACENT TO DOOR PULL) OR ON SUITE MAIN ENTRY DOOR GLASS, BUT NOT BOTH. MAXIMUM SIGN AREA ON WINDOW GLASS SHALL NOT TO EXCEED 50% OF THE WINDOW PANE.

CSP FS18-435

Commission Recommendation:

Approve subject to stipulations “a” and “b”



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

October 2, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 2, 2018	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a Master License Agreement for AT&T Wireless by DSW – C&E Mobility under Case # FS18-460.

Motion:

I move to approve the Master License Agreement for AT&T Wireless by DSW – C&E Mobility, under Case # FS18-460.

Background:

On January 16, 2018 the City Council approved a Zoning Text Amendment allowing for State mandated Small Wireless Facilities (“SWFs”) in City Rights-Of-Ways. Before submitting for the individual facilities, the Wireless Provider must submit for a Master License for all SWFs proposed by said provider. The language of the Master license was approved by staff and the City Council as part of the Zoning Text Amendment approved in January.

Objective Analysis:

The City Council has adopted the attached Master License to govern the use of City-Owned right-of-way for the placement of SWFs by a Wireless Services Provider as defined by the Arizona Revised Statutes (“ARS”), Section 9-591, et seq., Chapter 9, Title 8, entitled “Use of Public Highways by Wireless Providers (“Title 8”). These terms are effective as of August 9, 2017, and may be amended only upon approval of the City Council. These Terms work together with Section 122-105 of the Surprise Municipal Code for the City of Surprise.

Policy Compliant:

The Surprise General Plan 2035 Land Use Element identifies Wireless facility design, orientation, and access. The AT&T SWFs will positively address each requirement as much as State and Federal Law permit.

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 staffing levels.

ATTACHMENTS:

Click to download

- ☐ [01 - FS18-460 – AT&T Wireless Master License](#)
 - ☐ [02 - FS18-460 – AT&T Wireless Master License CC Presentation](#)
 - ☐ [03 - FS18-460 – AT&T Wireless Master License - Presentation](#)
-

City of Surprise

WIRELESS PROVIDER MASTER LICENSE FOR WIRELESS FACILITIES LOCATED WITHIN ROW

This Master License is made and entered into this 6th day of August, 2018 ("Effective Date"), by and between the City of Surprise, an Arizona municipal corporation ("City") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Licensee"), for the use of City rights-of-way.

1. **Master License.** This Master License is issued to Licensee to conduct the Permitted Uses in compliance with those documents entitled "City of Surprise Wireless Facilities Terms and Conditions" ("Terms and Conditions"). The Terms and Conditions are attached as Exhibit "A" hereto and are incorporated by reference. Capitalized terms used in this Master License shall have the same meaning described for them in the Terms and Conditions unless otherwise indicated herein. **LICENSEE WARRANTS AND REPRESENTS THAT LICENSEE HAS READ AND AGREES TO THE TERMS AND CONDITIONS.**
2. **Preliminary Site Plan Approval and Permit Application.** Licensee certifies that any information it submits to the City with any Preliminary Site Plan or Permit Application will accurately set forth and depict the location of the Wireless Support Structure it desires to use for Wireless Facilities in the Right-of-Way and the specific Permitted Uses Licensee desires on each Support Structure, including all Licensee Facilities. Licensee also certifies that all work by Licensee or its contractor in the Right-of-Way shall comply with this Master License.
3. **LICENSEE'S INITIAL INFORMATION.** Unless and until Licensee provides notice otherwise:
 - a. Licensee's network operations center phone number is: 1-800-638-2822
 - b. Licensee's address for notices and routine billing invoices:
New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Re: Wireless Installation on Public Structures
City of Surprise, AZ
575 Morosgo Drive NE
Atlanta, GA 30324

Also, with a copy to::

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept. - Network Operations
Re: Wireless Installation on Public Structures
City of Surprise, AZ
208 S. Akard Street
Dallas, TX 75202-4206

4. **Term; Termination.** The Term of this Master License shall commence on the Effective Date and continue for a term of ten (10) years and may be renewed for additional terms of ten (10) years
5. **Fees.** Licensee shall pay the applicable fees as adopted by resolution of the City Council, as set forth in the Terms and Conditions and listed herein as Exhibit "B."
6. **Approvals.** It is understood and agreed that Licensee's ability to use Wireless Support Structures in the Right-of-Way is contingent upon it obtaining all of the certificates, permits, and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State, or local authorities. Licensee shall obtain such Governmental Approvals prior to commencing work in the Right-of-Way. In the event that Licensee is not able to obtain such Governmental Approvals or not able to obtain them in a satisfactory manner, or that the approved location is no longer technically compatible for its use, Licensee shall have the right to terminate this Master License. Notice of Licensee's exercise of its right to terminate shall be given by Licensee to the City in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by City. Upon such termination, this Master License shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to City.
7. **Compliance with Law.** Licensee acknowledges that this Master License does not constitute, and the City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to) any law, ordinance, power, regulation, tax, assessment, or other legal requirement now or hereafter imposed by the City or any other governmental body upon or affecting Licensee's use of the Use Area.
8. **Notices.** All notices, requests, demands, and other communications under this Master License shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

City of Surprise

16000 North Civic Center Plaza
Surprise, Arizona 85374-7470
Attention: City Manager
623.222.1100

Licensee: Same addresses as Section 3 above.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____ 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

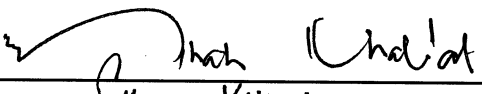
By: 
Name: SHAH KHALID
Its: Area Manager Engineering
Date: 08/06/2018   

Exhibit A

City of Surprise Terms and Conditions for Wireless Facilities located within Rights-Of-Way.

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 March 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.
- E. 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.
- F. 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 monopalms, 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 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 February 6, 2018 by Resolution No. 2018-14. 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 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.

Exhibit “B”

City of Surprise Fee Schedule for Wireless Facilities

Activity	Amount	Measurement
Annual Use Fees		
Right-Of-Way Use Fee	\$50	Per year x number of Small Wireless Facilities
Right-Of-Way Use Fee for Monopoles and associated wireless facilities	\$100	Per year x number of Small Wireless Facilities
Application for collocating Small Wireless Facilities (Existing with no modifications)		
One (1) to five (5) applications	\$100	Each
Six (6) through 25 applications	\$50	Each
Application for utility pole and monopole (New or existing with modifications)		
New, replacement, or modified utility poles not subject to zoning review	\$400	Each
New, replacement, or modified monopoles, utility poles, collocations, or wireless facilities subject to zoning review	\$400	Each



AT&T and Small Cells

Presentation to City of Surprise

Shah Khalid – Area Manager

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Small cells are critical to provide reliable wireless service coverage in residential areas

- 95% of Americans own a cellphone and 77% own a smartphone. ¹
- More than 62% of American households rely on wireless as their primary means of communication. ²
- 76 percent of all 911 calls came from cell phones. ³
- 250,000% increase in data traffic from January 2007 through December 2016. ⁴
- 98% of small businesses rely on wireless technology. ⁵
- Existing macro sites have limited capacity.
- Residents use smartphones, tablets, laptops at home—all drive the need for reliable and expanded connectivity.

1. <http://www.pewresearch.org/fact-tank/2015/11/25/device-ownership/>

2. <https://www.cdc.gov/nchs/data/nhis/earlyrelease/wireless201605.pdf>

3. <https://www.911.gov/pdf/National-911-Program-2015-ProfileDatabaseProgressReport-021716.pdf>

2 4. http://about.att.com/story/att_details_5g_evolution.html

5. <https://smallbiztrends.com/2013/05/small-business-use-wireless.html>



Different types of cell sites

Macro Cells

The more “traditional” cells that you see atop free standing towers, buildings, water tanks

Coverage radius measured in miles – cover the most people over a large area

Small Cells

Flexible network solutions – like mini-macro cell site – that can be readily deployed to specific locations

Provide enhanced voice and data services by helping bolster network capacity in more specific places

Distributed Antenna System

Typically used for high-use areas like arenas, stadiums, convention centers

Alternative solution that provides coverage over specific, high-use target areas.

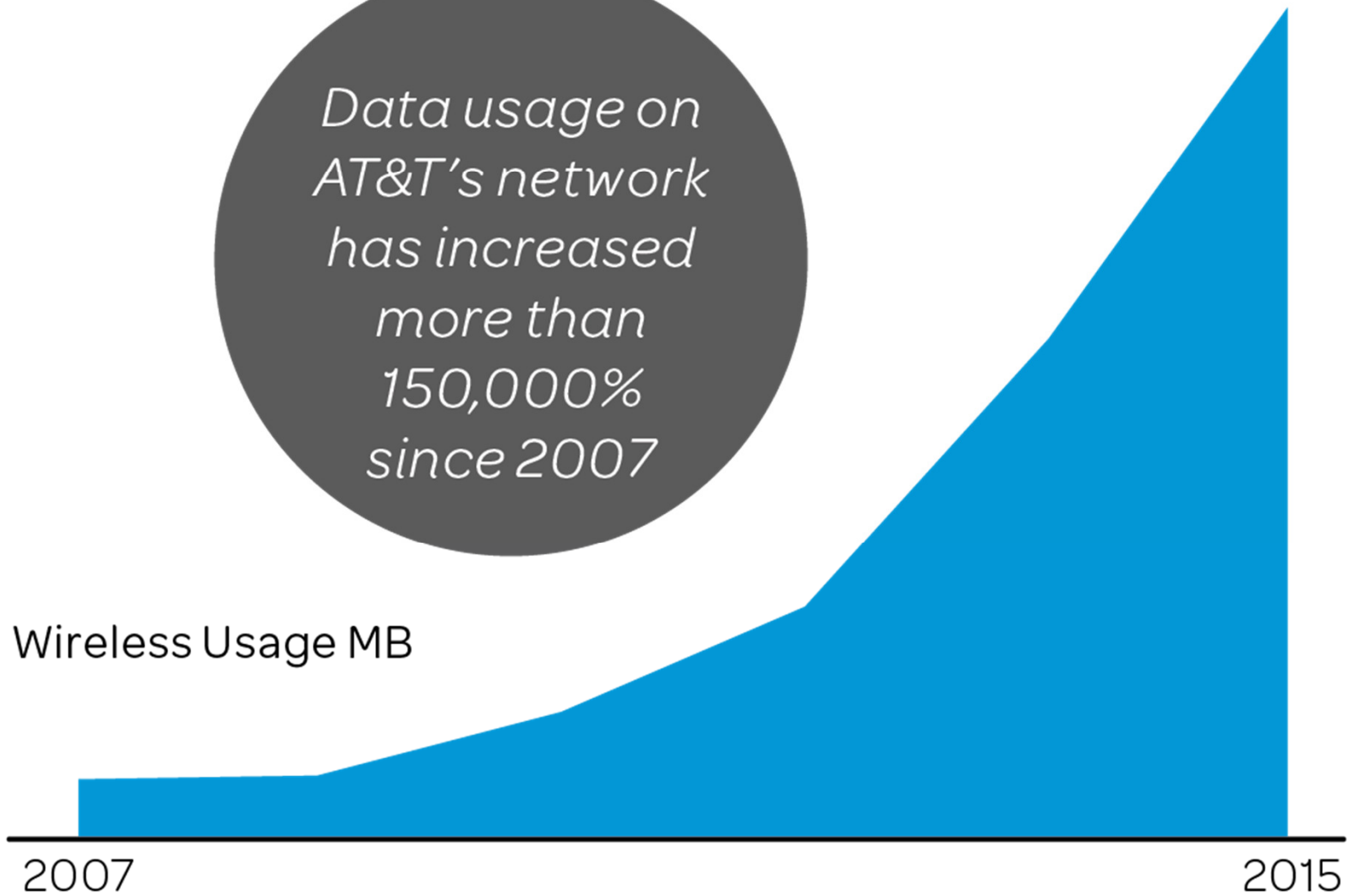
Wi-Fi Hot Zones

Deliver high speed internet access, mainly for outdoor coverage.



*Data usage on
AT&T's network
has increased
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150,000%
since 2007*

Wireless Usage MB



Small cells are helping us keep up with rising consumer and business demand and prepare our network for the future.



What is a Small Cell?

- Small Cells are flexible network solutions—like mini-macro cell sites—that can be readily deployed to specific locations, including those where customers are prone to experience connectivity issues, heavily populated areas that need more network capacity or in areas that can't effectively be served by a traditional macro cell.
- Small cells are precisely targeted solutions and can cover a radius up to 1500 feet. They provide enhanced voice and data services by helping to bolster network capacity to allow faster downloads and improved call quality within its coverage area.



Where are small cells deployed?

- Small cells are low profile, compact, scalable and unobtrusive. Depending on the need, small cells can be placed in buildings or outdoors. When placed outdoors, small cells can be attached to existing utility poles, light poles or exterior walls of buildings.
- And indoors, small cells can be placed above ceiling tiles, attached to drop ceiling mounts or placed in telecom closets.

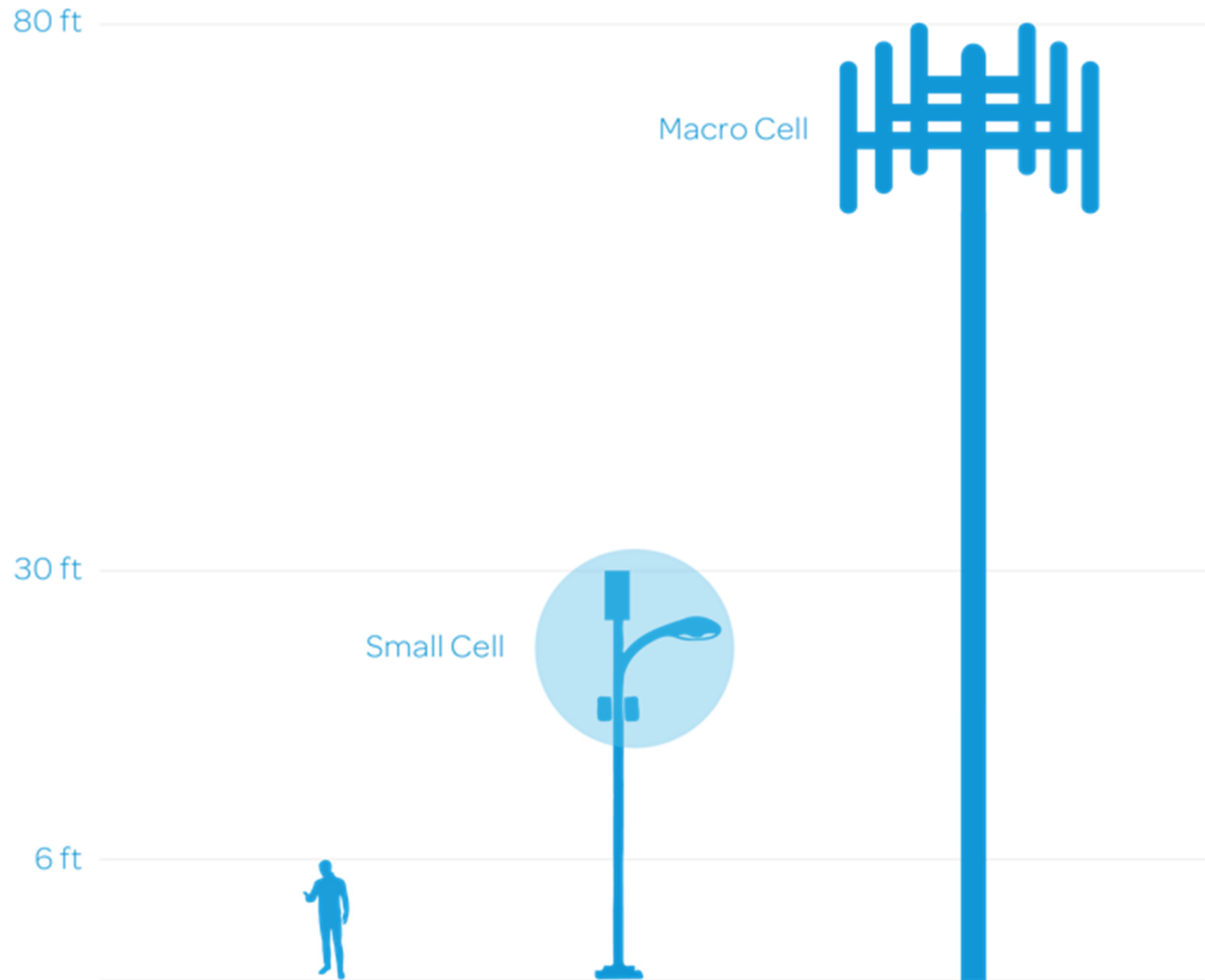


Where are small cells used?

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Macro / Small Cell Comparison



This slide depicts a graphical representation of small cells and macro cells. The actual equipment, size and design may vary.

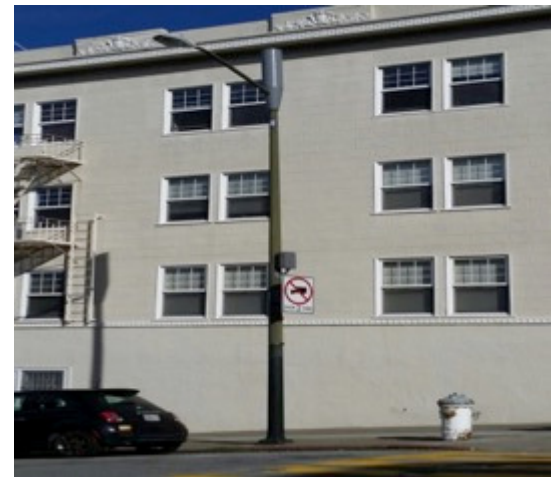
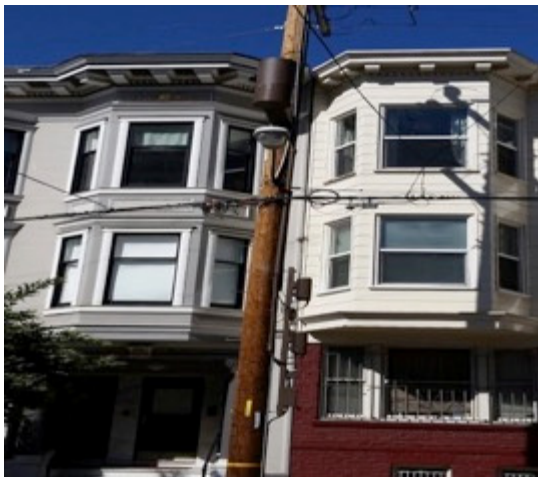
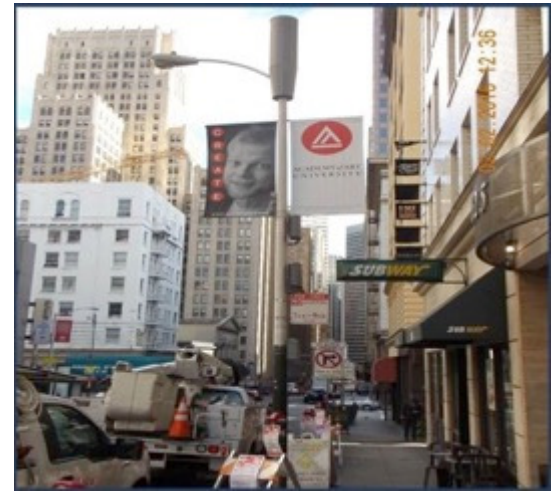


COMPLIANCE WITH FCC RULES FOR RADIO FREQUENCY

- *AT&T Mobility ensures that all its small cell sites meet FCC rules for radio frequency exposure.*
- *The low transmit power levels emitted by small cell installations drop off rapidly by the distance to accessible areas beneath the antennas and produce exposure levels well below the FCC's maximum permissible exposure (MPE) levels for the general population (GP).*
- *At the physical antenna levels, appropriate precautions, such as warning signs and labels, are used to protect workers ensuring that exposure in those areas don't exceed the FCC's MPE limits.*



General examples of small cells in different environments



(Example small cell configurations, actual small cells may differ.)



City of Surprise AT&T Small Cells - Project Overview - 11 Nodes



City of Surprise – Project Overview

- Small Cell Design (PICO)

- One small antenna (24” H x 15” Diameter)
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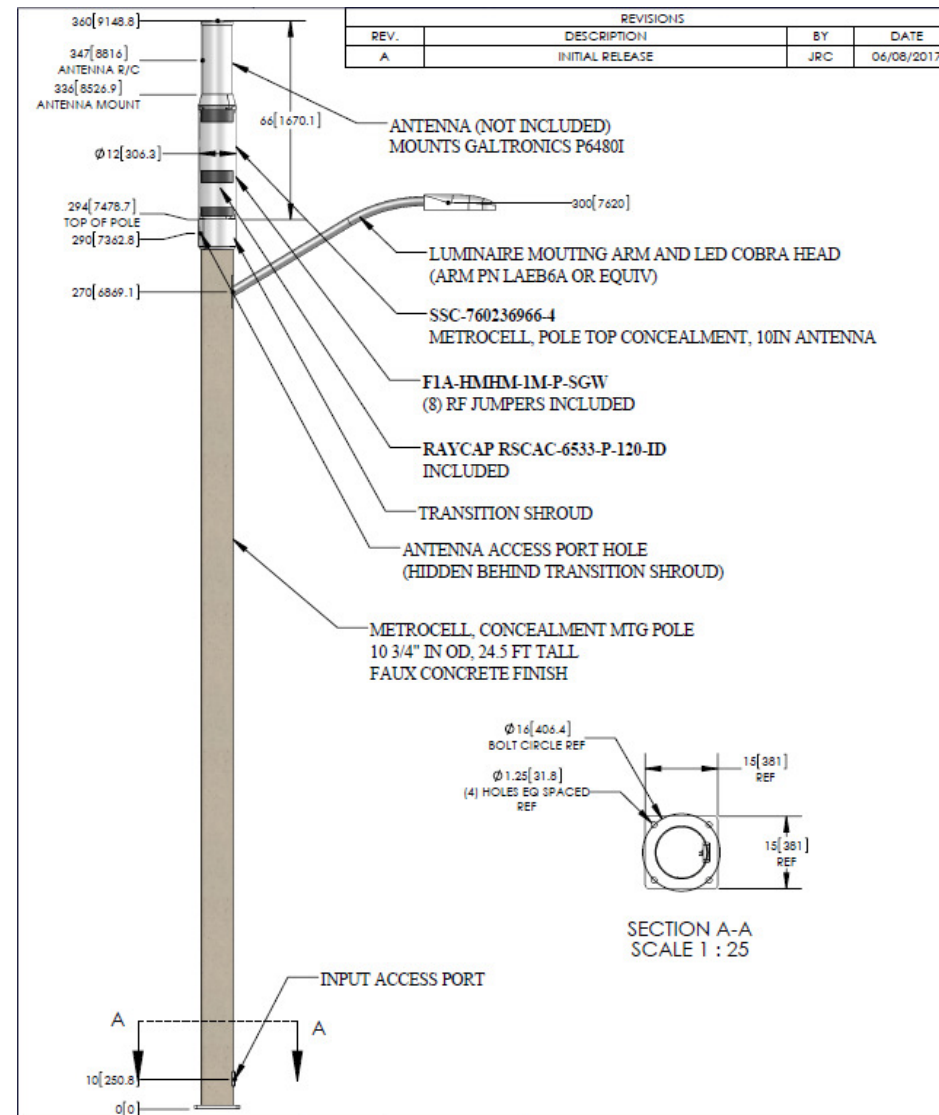


Possible Design Types (Total 11 Nodes)

- Replace/Modify City Owned Light Poles
- Attach to existing or replacement City light poles available.



DESIGN TYPE SAMPLE– Street Light



City of Surprise
AT&T Small Cells – PHOTO SIM
PHX 01_28



PHOTO SIMULTION – PHX01_28



Thank you!





AT&T SWF IN ROW MASTER LICENSE

Mayor and City Council – October 2, 2018



HISTORY

2004 – City Adopts First Wireless Ordinance

2015 – Revision to Accommodate Spectrum Act

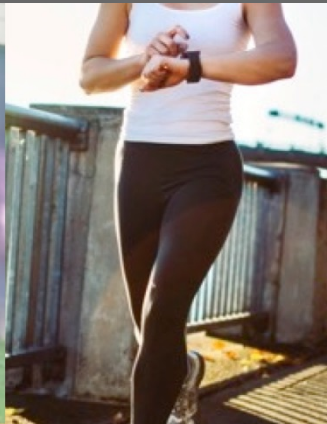
2017 – House Bill 2365 Adopted

January 16, 2018 – SWF Text Amendment Approved

February 6, 2018 – Fees for SWFs Approved



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AT&T and Small Cells

Presentation to City of Surprise

Shah Khalid – Area Manager

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The top of the slide features a dark grey header with the AT&T logo in white. To the left of the logo is a stylized sun icon. The background of the slide is a light grey gradient with a faint image of a city skyline on the right side.

AT&T

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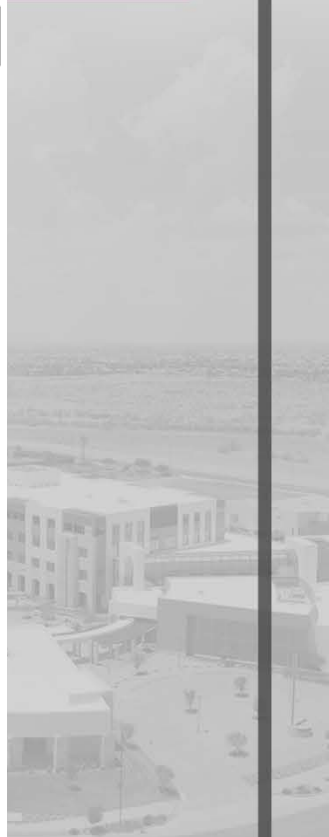
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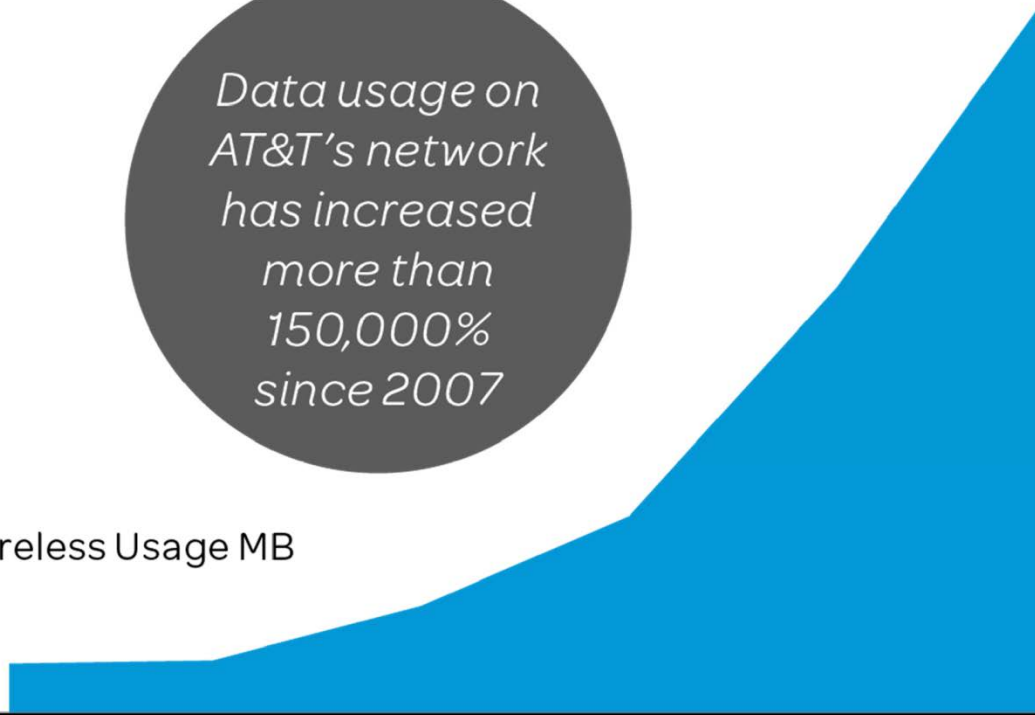
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2007

2015



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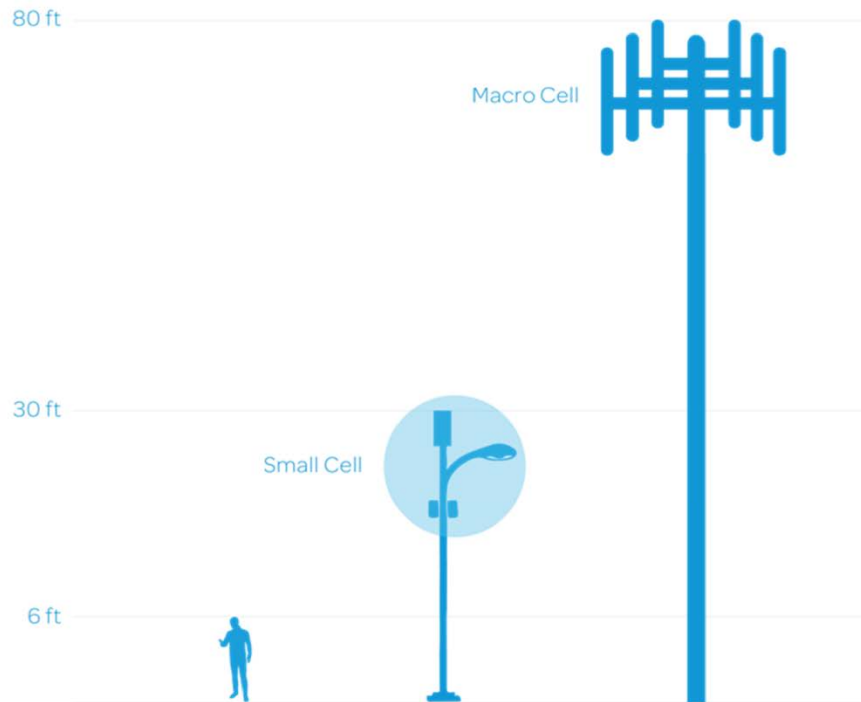
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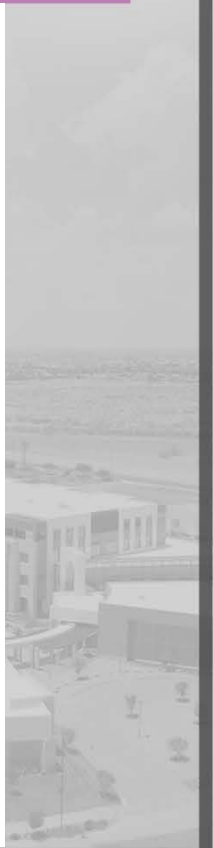
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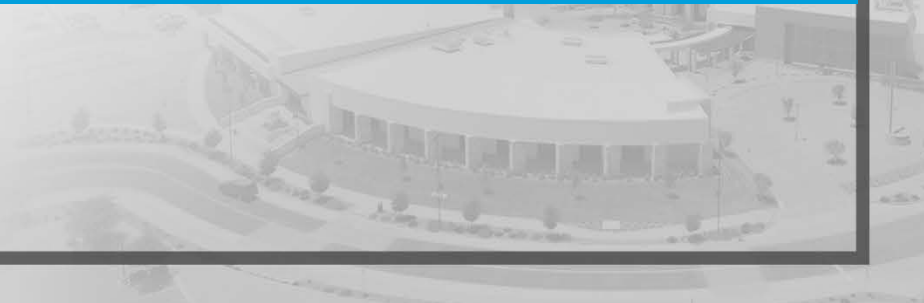
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City of Surprise AT&T Small Cells - Project Overview - 11 Nodes

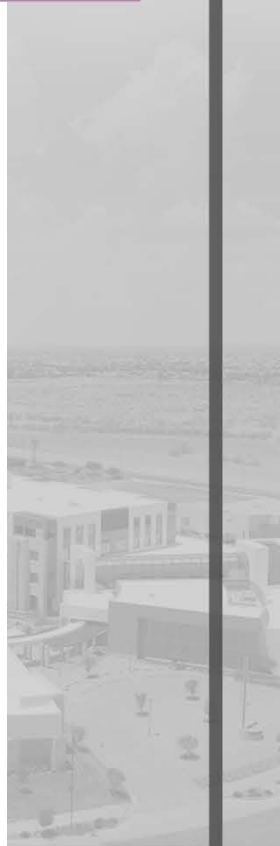


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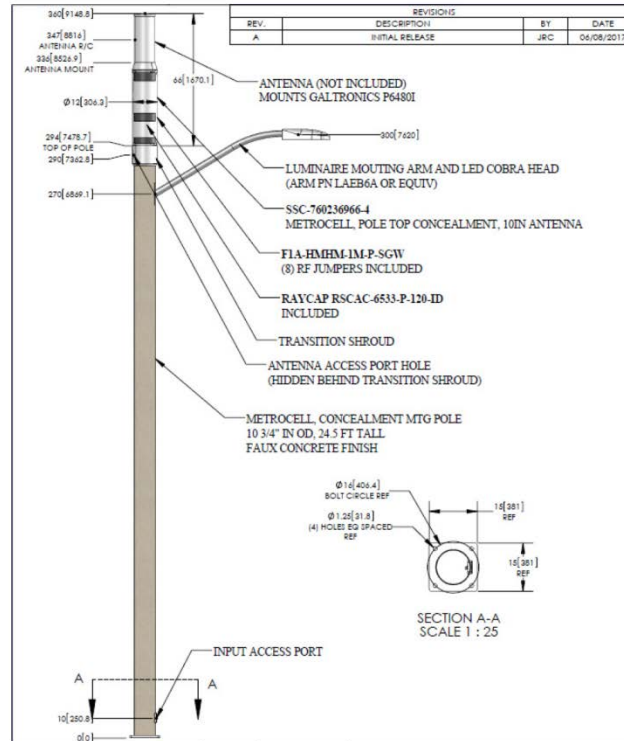
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City of Surprise
AT&T Small Cells – PHOTO SIM
PHX 01_28



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PHOTO SIMULATION – PHX01_28





NEXT

- Future Master License Agreements will be on Consent Agenda.





NEXT

- Future Master License Agreements will be on Consent Agenda.
 - AT&T to Submit for Location Verification.
 - AT&T to Submit for Construction Drawings.
 - Construction.
 - Use.
- 



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You