

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, MAY 3, 2016**

Members of the El Mirage City Council will attend either in person or by telephone conference call.

Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

Agenda

I. ROLL CALL

Mayor Lana Mook
Councilmember Roy Delgado
Councilmember Jack Palladino
Councilmember David Shapera

Vice Mayor Joe Ramirez
Councilmember Bob Jones
Councilmember Lynn Selby

II. CALL TO ORDER

Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PROCLAMATIONS

- P1.** Proclamation to recognize Municipal Clerks' Week May 1 – May 7, 2016 (City Clerk)
- P2.** Proclamation declaring the week of May 8 – May 14 2016 as Economic Development Week (Development & Community Services)
- P3.** Proclamation to declare May 15 – 21, 2016 as National Public Works Week (Public Works)

IV. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

V. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, April 19, 2016. (City Clerk)

VI. REGULAR AGENDA

- A. Public hearing, closure of public hearing, followed by consideration and action to approve a Conditional Use Permit for a Wireless Communication Facility (Small Cell Site) at 14955 N. Dysart Road, and to authorize the City Manager to enter into a lease agreement. (Development & Community Services)

VII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions. Items to be discussed will include, but not be limited to, the following:

1. Report on Police Explorers
2. New Employees

VIII. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

IX. ADJOURNMENT

Accommodations for Individuals with Disabilities - Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 12145 NW Grand Avenue, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF MAY 3, 2016

I hereby certify that this agenda was posted by 5:00 p.m. on April 29, 2016 at the following locations: 1) the City of El Mirage Exterior Bulletin Board at 12145 N.W. Grand Avenue, and 2) the City of El Mirage website at www.cityofelmirage.org.


Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>04/25/2016</u>	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Proclamation	SUBJECT: Proclamation to recognize Municipal Clerks' Week, May 1 – May 7, 2016.
DATE ACTION REQUESTED: <u>05/03/2016</u>		
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL		

TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>SA</i>
RECOMMENDATION: N/A
PROPOSED MOTION: N/A
ATTACHMENTS: Proclamation for Municipal Clerks' Week

DISCUSSION: A proclamation for Municipal Clerks Week, May 1 – May 7, 2016, to recognize the role of Municipal Clerks who provide a professional link between citizens, local governing bodies and agencies of government at other levels through their pledge of neutrality and impartiality in rendering equal service to all.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director: ,

Robert Nilles

 Robert Nilles

4/28/16

 Date

Approved as to form:

Robert M. Hall

 Robert M. Hall, City Attorney

4/28/16

 Date

City Manager:

Spencer A. Isom

 Dr. Spencer A. Isom

4/28/16

 Date



CITY OF EL MIRAGE

Proclamation

Municipal Clerks Week
May 1 - May 7, 2016

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

Whereas, The Municipal Clerk serves as the information center on functions of local government and community, and

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations, and

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk,

Now, Therefore, I, Lana Mook, Mayor of the City of El Mirage, do hereby recognize the week of May 1 - May 7, 2016 as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Sharon Antes, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 3rd day of May, 2016

Lana Mook, Mayor



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>04/27/2016</u>	TYPE OF ACTION:	SUBJECT:
DATE ACTION REQUESTED: <u>05/03/2016</u>	<u> </u> RESOLUTION # <u> </u> <u> </u> ORDINANCE # <u> </u> <u>X</u> OTHER: Proclamation	Proclamation declaring the week of May 8 through May 14, 2016 as Economic Development Week.
<u>X</u> REGULAR <u> </u> CONSENT		

TO: Mayor and Council
FROM: Tom Doyle, Economic Development Specialist
RECOMMENDATION: N/A
PROPOSED MOTION: N/A
ATTACHMENTS: Proclamation

DISCUSSION: Proclamation declaring the week of May 8 through May 14, 2016 as Economic Development Week.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:
Robert Nilles
Robert Nilles
4/28/16
Date

Approved as to form:
Robert M. Hall
Robert M. Hall, City Attorney
4/28/16
Date

City Manager:
Dr. Spencer A. Isom
Dr. Spencer A. Isom
4/28/16
Date



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL



Proclamation for Economic Development Week

Year of the Economic Developer - May 8-14, 2016

WHEREAS, the International Economic Development Council is celebrating its 90th anniversary in 2016; and

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program and the Certified Economic Developer designation; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, economic developers work in the City of El Mirage within the State of Arizona; and

NOW, THEREFORE, I, Lana Mook, Mayor of the City of El Mirage, do hereby proclaim the week of May 8 through May 14, 2016 as Economic Development Week.

Lana Mook, Mayor

This 3rd day of May, 2016

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>4/22/2016</u> DATE ACTION REQUESTED: <u>05/3/2016</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Proclamation	SUBJECT: Proclamation to declare May 15 – 21, 2016 as National Public Works Week.
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TO: Mayor and Council
FROM: Nick Russo, Acting Public Works Director
RECOMMENDATION: N/A
PROPOSED MOTION: N/A
ATTACHMENT: Proclamation

DISCUSSION: To proclaim May 15 – 21, 2016 as National Public Works Week in El Mirage.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

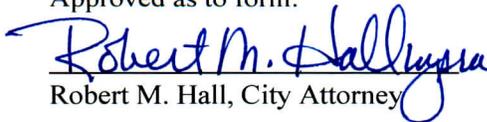


 Robert Nilles

4/28/16

 Date

Approved as to form:

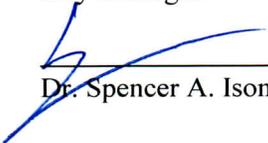


 Robert M. Hall, City Attorney

4/28/16

 Date

City Manager:



 Dr. Spencer A. Isom

4/28/16

 Date



CITY OF EL MIRAGE

PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, environmental programs, streets and parks, facilities, fleet, information technology and customer service; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated professional personnel who staff public works departments are materially influenced by the people's attitude and understanding of the importance of the work they perform,

NOW, THEREFORE, I, LANA MOOK, Mayor of the City of El Mirage do hereby proclaim the week of May 15-21, 2016 as "National Public Works Week" in the City of El Mirage and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

*Given under my hand and Seal of the City of El Mirage,
Arizona, this 3rd day of May, 2016*

Lana Mook, Mayor

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 04/22/2016	TYPE OF ACTION:	SUBJECT: Consideration and action to approve minutes of the Regular Council Meeting held Tuesday, April 19, 2016.
DATE ACTION REQUESTED: 05/03/2016	<input type="checkbox"/> RESOLUTION # _____	
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> ORDINANCE # _____	
	<input checked="" type="checkbox"/> OTHER: Approval of Minutes	

TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>ja</i>
RECOMMENDATION: Approve minutes from the April 19, 2016 Regular Council meeting.
PROPOSED MOTION: I move to approve the minutes of the April 19, 2016 Regular Council Meeting as presented.
ATTACHMENTS: Draft Minutes

DISCUSSION: Draft minutes are attached for Council's review and approval.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

Robert Nilles
Robert Nilles

4/28/16
Date

Approved as to Form:

Robert M. Hall
Robert M. Hall

4/28/16
Date

City Manager:

Spencer A. Isom
Dr. Spencer A. Isom

4/28/16
Date

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, APRIL 19, 2016**

Minutes

I. ROLL CALL

Present: Mayor Lana Mook, Vice Mayor Joe Ramirez, Councilmember Roy Delgado, Councilmember Bob Jones, Councilmember Jack Palladino, Councilmember Lynn Selby, Councilmember David Shapera

II. CALL TO ORDER

The meeting was called or order at 6:00 p.m.
Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PRESENTATION

- PI.** Presentation of Maricopa County Election Department's PowerPoint on a Review of the 2016 Presidential Preference Election and a Preview of the 2016 State Special Election and August Primary Election (City Clerk)

City Clerk Sharon Antes presented a PowerPoint presentation given at the Maricopa County Elections Department monthly Community Networking meeting that reviewed the Presidential Preference (PPE) Election and previewed the upcoming May 17th Special Election and the August 30th Primary Election.

The review of the PPE election showed there were 1,238,792 eligible registered voters with 621,976 counted ballots resulting in a 50.21% total turnout. Early ballot requests totaled 897,247 with 536,183 being returned; 2,411 of those returned were not counted for various reasons. Provisional ballots received totaled 24,630. It was pointed out that only 4,631 of the provisional ballots were counted and 19,999 were not counted. Of those not counted, the vast majority (18,322) were not eligible to vote in this election. The balance of the ballots did not count because of not being registered at all, incomplete, insufficient ID, or previously voting an early ballot that was counted. Maricopa County determined the number of polling locations for the PPE election using estimated figures based on the 2008 PPE which had a large voter turnout. The County's estimates were not far from the actual figures, (estimated total qualified to participate was 1.2M and the actual was 1,238,792, the estimated number of voters per polling place was 1,188 and the actual was 1,391 rounded up to 1,500), however, since this election allowed voters to vote at any one of the 60 polling locations, the actual voters at any one location varied greatly. The media implied that all 60 polling locations encountered unreasonably long wait periods, but the statistics proved otherwise. Communicating with residents through newsletter articles focused on election information in the El Mirage News, and postings

of information on the website and social media for El Mirage resulted in very few inquiries preceding and on Election Day.

The review of the PPE was followed by a preview of the May 17th Special Election which will include Proposition 123 amending the Constitution relating to Education Finance and Proposition 124 amending the Constitution relating to Public Safety Public Retirement Systems. Early voting begins April 20th and the last day to request an early ballot is May 6th. Early ballots can be mailed to Maricopa County and must be received by 7:00 pm on May 17th or they can be dropped off at any one of the three Maricopa County Election offices. Ms. Antes also noted that special arrangements have recently been made to have a ballot box on Election Day only (May 17th) to collect completed mail in ballots. For the May 17th Special Election there will be 116 polling locations (rather than the PPE 60), and voters can choose to vote at any one of the 116 polling locations; registered Independents can vote in this non-partisan election.

There was also a preview of the upcoming August 30th Primary Election at the County Meeting where it was noted that all voters on the Permanent Early Voting List (PEVL) will be sent a 90-day notice (June 1, 2016) stating that partisan voters will receive an early ballot by mail and Independent voters will be asked to select an early ballot type, either Republican, Democrat, Green OR City/Town Only. Independent voters on PEVL who do not request a specific ballot type will not receive a ballot in the mail. Voter registration deadline is August 1, 2016. The Primary election ballot will include Federal races, State races, County races, and for the City of El Mirage, three Councilmember seats. Ballots are available in English, Spanish and Tohono O'odham languages and in five different formats, Standard, Spanish, Large Print, Braille and Touch Screen Voting Machines (provides audio of ballot).

The Primary Election will have assigned voting locations at all precincts and of the 1500 precincts in the State of Arizona, approximately 750 are in Maricopa County; there is a need for approximately 10,000 poll workers on each of the August 30th and November 8th election days. Poll workers are paid, Spanish speaking poll workers can receive a premium, and there is a student STEP UP program for teens to become involved in the election process. Those interested can contact Colleen M. Redmond, the Board Worker Recruiter Staff Supervisor, at 602-372-3713 or credmond@risc.maricopa.gov.

Ms. Antes then provided a shorter PowerPoint presentation with general election information. She stated that in 2016 there are four separate elections and pointed out why there is voter confusion. In the PPE election there were 60 polling locations, voters could vote at any one of the locations, and Independents could NOT vote. In the May 17th election, there will be 116 polling locations, voters can vote at any one of the locations, and Independents CAN vote. In the August 30th Primary Election, there will be assigned voting locations in each precinct and while Independents can vote in the Primary, they must select a ballot in order to vote. And the November 8th General Election will also have assigned polling locations and Independents can vote without having to select a ballot.

Ms. Antes stated the City will continue to provide voters information through newsletter articles, and website and social media postings. She also pointed out the ways to avoid waiting in line to vote at a polling location; one can vote early and in person, one can request an early ballot for any one election, or one can sign up to be placed on the Permanent Early Voting List (PEVL) and automatically receive a ballot in the mail as long as one is registered. Early voting for the May 17th election can be done at one of the three County Election Centers; for the Primary and General Election, El Mirage City Hall will be an early voting site.

Voting statistics have shifted dramatically in recent years and of 3,297,880 statewide registered voters, the largest group is now Independents with 1,183,800 registered voters followed by Republicans with 1,131,838, Democrats at 952,527, Libertarian at 25,333 and Green at 4,382. Historically, from 2000 to 2014, average voter turnout for Primary elections has been 25%-30%, and for General elections, 45-50% in a non-presidential year and 75% in a presidential election year.

She summarized items for the May 17th election; two non-partisan items will be on the ballot, Proposition 123 and 124; early voting begins April 20th, last day to request an early ballot is May 6th, last day to mail in a ballot to insure delivery by Election Day is May 13th, and Election Day is May 17th. There will be two polling locations in El Mirage; one at the Dysart Community Center and the other at Sunset View Baptist Church. Maps will be available at City Hall front desk for anyone needing directions.

Councilor Selby asked what percentage of the total counted ballots were early ballots; Ms. Antes stated she would obtain that specific information and report to him.

Councilor Delgado asked if he would be getting a ballot in the mail for the May 17th election since he is on the PEVL list and Ms. Antes answered yes, they should be mailed out very soon.

Vice Mayor Ramirez asked if in the future Independents will be allowed to vote and Ms. Antes stated she did not have a concrete answer but since the registered number of voters has grown so large, there may be that possibility in the future.

IV. PROCLAMATIONS

P2. Proclamation declaring May 2016 as Building Safety Month (Fire Department)

Building Official Mary Dickson presented the May 2016 Building Safety Month Proclamation. She reported the City continues to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect citizens, both in everyday life and in times of natural disaster giving confidence that structures are safe. Building and Safety Month is sponsored by the International Code Council to remind the public about the critical role of each community's relative unknown guardians of public safety. Each year, in observance of Building Safety Month, Americans are asked to

consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all by local building departments, fire prevention bureaus and federal agencies in protecting lives and property.

Mayor Mook then proclaimed the month of May 2016 as Building Safety Month and accordingly, encouraged citizens to join their communities in participation in Building Safety Month activities.

P3. Proclamation to support Power Talk 21® Day, April 21, 2016 (Police Department)

Police Chief Terry McDonald presented the Power Talk 21® Day, April 21, 2016 Proclamation. This is a national day for parents and families to start the conversation with kids about alcohol and the dangers of under-age drinking. High school students who use alcohol or other substances are five times more likely to drop out of school or believe good grades are not important. Twenty-seven percent of middle school students try alcohol before graduating from 8th grade, significantly increasing the risk that they will develop alcohol problems later in life. To equip parents to talk with their teens about alcohol, Mothers Against Drunk Drivers (MADD) Arizona will host on April 21st Power of Parents® workshops to give parents the tools to effectively talk with their children about alcohol to protect them. The City of El Mirage urges all citizens to join in the local and national efforts to raise awareness of the importance of parents and teens talking together about alcohol in order to reduce the risks and dangers posed to teens and communities.

Mayor Mook then proclaimed April 21, 2016 to be PowerTalk 21® Day and encouraged all citizens to participate in this worthy effort.

V. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

No Comment Cards were received.

VI. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, April 5, 2016. (City Clerk)
2. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19.

Vice Mayor Ramirez moved to approve Consent Agenda Items as presented; seconded by Councilor Delgado. Motion carried unanimously (7/0).

VII. REGULAR AGENDA - No Items

VIII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions. Items to be discussed will include, but not be limited to, the following:

1. Cinco de Mayo Event

Public Relations Manager Amber Wakeman reported the Cinco de Mayo Fiesta 2016 will be held at Gentry Park on April 29th from 6:00-10:00 p.m. and includes live entertainment, a beer garden and huge children's area.

2. New Employees

Police Chief Terry McDonald introduced Christopher Madonna and his wife Amy. Christopher comes from the Payson Police Department and prior to that he had 18 years with the City of Phoenix under their Parks and Recreation Department. He is very pleased to have a seasoned officer who will be on the streets shortly.

Officer Madonna thanked everyone for giving him a warm welcome; he stated is very comfortable here and looks forward to serving this community. He thanks Council for the opportunity.

IX. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

Councilor Shapera reported April 10th thru April 16th was National Public Safety Tele-communicators Week; he commended the dispatchers in El Mirage and Surprise as an extremely talented group and he wanted to acknowledge them.

Councilor Delgado reported he met with Jorge Gastelum, Janeen Gaskins and Councilor Palladino regarding projects to submit to CDBG. There are four or five projects under consideration and he is pleased so many past projects have been completed. Councilor Delgado also met with the County Board for their Citizen's Advisory Committee and they are starting the Summer Reading Program. They are submitting literature to the school to encourage students of all ages to visit their local library.

Vice Mayor Ramirez commended the Engineering Department and Dr. Isom for taking care of calls he received from teachers regarding the sidewalk construction from 127th Avenue to the school. The sidewalk is used by many children and there was concern for their safety because of the construction of the water line.

X. ADJOURNMENT

The meeting was adjourned at 6:35 p.m.

Lane Mook, Mayor

ATTESTED BY:

Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular Council Meeting held on Tuesday, April 19, 2016 and a quorum was present.


Sharon Antes, City Clerk



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>04/13/2016</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER:	SUBJECT: Public hearing, closure of public hearing, followed by consideration and action to approve a Conditional Use Permit for a Wireless Communication Facility (Small Cell Site) at 14955 N Dysart Road, and to authorize the City Manager to enter into a lease agreement.
DATE ACTION REQUESTED: <u>5/3/2016</u>		
<input checked="" type="checkbox"/> REGULAR ___ CONSENT		

TO: Mayor and Council
FROM: Jorge Gastelum, Director of Development & Community Services/City Engineer
RECOMMENDATION: Approve the Conditional Use Permit and authorize the City Manager to enter in a lease agreement.
PROPOSED MOTION: I move to approve the Conditional Use Permit as presented.
ATTACHMENTS: Staff Report, Applicant Packet, Lease Agreement

DISCUSSION: A discussion and action to approve a conditional use permit for a wireless communication facility (small cell site) at 14955 N. Dysart Road. Council approval is required to move forward with the construction permitting process. The El Mirage Planning and Zoning Commission recommended approval of the conditional use permit with a 4-0 vote at the April 12, 2016 public hearing with the stipulation that the applicant shall revise the building plan permits as requested by the City Engineering Department. Staff is requesting authority to enter in a lease agreement.

FISCAL IMPACT: The City and applicant will enter in a lease agreement, where the City will collect monies for leasing land to applicant.

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

 4/28/16
 Robert Nilles Date

Approved as to form:

 4/28/16
 Robert M. Hall, City Attorney Date

City Manager:

 4/28/16
 Dr. Spencer A. Isom Date



COUNCIL REQUEST REVIEW

May 3, 2016

APPLICANT INFORMATION

Case: PZ14-12-41
Owner: Verizon Wireless
Agent: Marck Sawyer, Smartlink (Verizon Wireless Communications)
Request (s): Conditional Use Permit for Wireless Communications Facility

PROPERTY INFORMATION

Parcel(s): APN 509-13-813 (City Owned)
Address: 14955 N Dysart Road
Property History: Current Zoning = SN (9/2011)
Land Area: Total lot area = 54,423 sq. Ft. (1.3 acres)
Building Area: Existing building = City's Well Site

ZONING / LAND USES

Existing Zoning: SN – Suburban Neighborhood
Proposed Zoning: SN – Suburban Neighborhood
Noise Zone: N/A
Flood Zone: N/A

SURROUNDING PROPERTY

North: NR – Natural Reserve
East: SN – Suburban Neighborhood [Single Family Housing]
South: SN – Suburban Neighborhood [Single Family Housing]
West: Dysart Road & City of Surprise [Single Family Housing]

COMMUNITY SERVICES

Water: City of El Mirage
Sewer: City of El Mirage
Electric: APS
Police: City of El Mirage [4.1 miles]
Fire: City of El Mirage [1.8 miles]

ACCESS

Road: Dysart Road
Class: Major Arterial
Improvements: Paved 4-lane
Condition: Good

SCHOOLS

District: Dysart Unified School District
Elementary: El Mirage Elementary School
High School: Dysart High School

STAFF REPORT

Compliance with General Plan: The General Plan designates this site as part of The Neighborhoods planning area. A wireless communications facility is compatible with the General Plan. The proposed facility requires a Conditional Use Permit (C.U.P.) in the City's zoning districts.

Considerations: Smartlink is requesting to install a Small Cell Site pole in a City owned property and will enter into a lease agreement for a period of thirty (30) years, with a payment of five (5) years upfront. This is the fourth wireless communication facility requested in the City, and the third on City property. This facility will enhance the existing wireless communication coverage; they also will provide additional revenue to the City.

Public Hearing Notices have been mailed out and published in a local newspaper, as required by State Statute. The Planning staff has received a call from a nearby resident concerned about the appearance of the pole.

Recommendations: City staff does not object to the application and recommends approval with the following stipulations;

Stipulations: 1. Applicant shall revise the building plan permits as requested by the City Engineering Department. (See Attachment)

Planning & Zoning Commission Public Hearing The Planning and Zoning Commission held a public hearing on April 12, 2016 where public comments were acknowledged. An El Mirage resident is requesting that the pole be disguised. There was no discussion with the applicant at the meeting regarding the resident's request. The Commission Members recommended approval of the application with a 4-0 vote with staff stipulations.

**CITY OF EL MIRAGE
PLANNING & ZONING CASE APPLICATION**

Check One: TAC Review Application Development Application

ACTION REQUESTED (Check all that apply):

CASE NO: _____

- Major General Plan Amendment
- Rezoning (Map Amendment)
- Planned Area Development (PAD)
- Conditional Use Permit (CUP)
- Variance(s) from Zoning Text
- Subdivision Preliminary Plat

- Minor General Plan Amendment
- Zoning Text Amendment
- PAD Amendment
- Site Plan Approval
- Administrative Appeal
- Subdivision Final Plat

PROPERTY INFORMATION:

Property Address/Location: 4955 N DYER RD

Assessor's Parcel Number: 509-13-813

APPLICANT / OWNER INFORMATION:

Applicant: SMARTLINK LLC ON BEHALF VERIZON WIRELESS Owner: CITY OF EL MIRAGE

Address: 605 W KNOX RD STE 210 Address: 12145 NW GRAND AVE

City/ST/Zip: TEMPE AZ 85284 City/ST/Zip: EL MIRAGE AZ 85335

Phone: 480-734-4970 Phone: _____

Email: BRYAN.GARCHI@SMARTLINKLLC.COM Email: _____

Signature: [Signature] Signature: _____

(Agreement to act as agent for owner)

(Authorization for agent to act for owner)

**TAC REVIEW
APPLICATION
REQUIREMENTS**

**DEVELOPMENT
APPLICATION
REQUIREMENTS**

- Planning & Zoning Application Form
- Project Narrative
- Site Plan
- Exterior Elevations
- Drainage Statement
- Traffic Impact Study
- Filing Fee (\$500.00)

- Planning & Zoning Application Form
- Comprehensive Site Plan
- Deed and/or Title Report
- Drainage Report
- A.L.T.A. Survey
- Phase I Environmental Site Assessment
- Preliminary Landscape Plans
- Filing Fee (see latest fee schedule)

Official Use:

Date Received: _____

TAC Review: _____

P&Z Meeting: _____

CC Meeting: _____

Cases which are not active within six (6) months from TAC Review Comments will be considered inactive and closed by staff.

Please Process

GL Acct. #: 10-340-100 (Planning and Zoning)
Description: TAC Review Application – Smartlink (Verizon)
Fee: \$500.00

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

SMARTLINK, LLC
1997 Annapolis Exchange Pkwy Suite 200
Annapolis, MD 21401

BRANCH BANKING AND TRUST COMPANY
65-330/550

0654

11/17/2014

PAY TO THE ORDER OF City of El Mirage \$ **\$500.00

Five hundred and 00/100***** DOLLARS

FILE COPY

MEMO 101584:Verizon-Phoenix-Small Cell;PHO_NDysart-Rd_SC;Technical Advisory Commission

M. A. Macias

⑈000654⑈ ⑆055003308⑆0005157392664⑈

Please send me a receipt.

Thank You,

Jose A. Macias
GIS/Development Services Coordinator
Community & Development Services, Planning-GIS

FILE COPY

**CITY OF EL MIRAGE
PLANNING & ZONING CASE APPLICATION**

Check One: TAC Review Application Development Application

ACTION REQUESTED (Check all that apply):

CASE NO: _____

- Major General Plan Amendment
- Rezoning (Map Amendment)
- Planned Area Development (PAD)
- Conditional Use Permit (CUP)
- Variance(s) from Zoning Text
- Subdivision Preliminary Plat

- Minor General Plan Amendment
- Zoning Text Amendment
- PAD Amendment
- Site Plan Approval
- Administrative Appeal
- Subdivision Final Plat

PROPERTY INFORMATION:

Property Address/Location: _____

Assessor's Parcel Number: _____

APPLICANT / OWNER INFORMATION:

Applicant: SMARTLINK LLC on BEHALF OF VERBON WIRELESS

Owner: CITY OF EL MIRAGE

Address: 605 W KNOX Rd - #210

Address: 12195 NW GRAND AVE

City/ST/Zip: TEMPE, AZ 85284

City/ST/Zip: EL MIRAGE AZ 85335

Phone: 980-739-9976

Phone: _____

Email: BRYAN.SARCHI@SMARTLINKLLC.COM

Email: _____

Signature: *Bryan Sarchi*

Signature: _____

(Agreement to act as agent for owner)

(Authorization for agent to act for owner)

**TAC REVIEW
APPLICATION
REQUIREMENTS**

**DEVELOPMENT
APPLICATION
REQUIREMENTS**

- Planning & Zoning Application Form
- Project Narrative
- Site Plan
- Exterior Elevations
- Drainage Statement
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- Filing Fee (\$500.00)

- Planning & Zoning Application Form
- Comprehensive Site Plan
- Deed and/or Title Report
- Drainage Report
- A.L.T.A. Survey
- Phase I Environmental Site Assessment
- Preliminary Landscape Plans
- Filing Fee (see latest fee schedule)

Official Use:

Date Received: _____

TAC Review: _____

P&Z Meeting: _____

CC Meeting: _____

Cases which are not active within six (6) months from TAC Review Comments will be considered inactive and closed by staff.



City of
EL MIRAGE
Arizona
GRAND HERITAGE, BRIGHT FUTURE!

D&CS-Planning & Zoning
12145 NW Grand Avenue, El Mirage 85335
623-876-2996; Fax 623-876-4605; TDD 623-933-3258
www.cityofelmirage.org

Please Process

GL Acct. #: 10-340-100 (Planning and Zoning)
Description: Development Application – Smartlink (Verizon)
Fee: \$1,450.00

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

<p>SMARTLINK, LLC 1997 Annapolis Exchange Pkwy Suite 200 Annapolis, MD 21401</p>	<p>BRANCH BANKING AND TRUST COMPANY 65-330/550</p>	<p>0653</p>
		11/17/2014
<p>PAY TO THE ORDER OF City of El Mirage</p>		\$ **\$1450.00
<p>One thousand four hundred fifty and 00/100*****</p>		DOLLARS
<p>FILE COPY</p>		
<p>MEMO 101584:Verizon-Phoenix-Small Cell;PHO_NDysart-Rd_SC;Development Application Fee</p>		
<p><i>Michael D. Wingo</i></p>		
<p>⑈000653⑈ ⑆055003308⑆0005157392664⑈</p>		

Please send me a receipt.

Thank You,

Jose A. Macias
GIS/Development Services Coordinator
Community & Development Services, Planning-GIS

FILE COPY



**SITE NAME: PHO_NDYSART-RD_SC
(SMALL CELL)**



SITE PHOTO

SHEET INDEX	
• T-1	PROJECT INFORMATION AND DATA
• LS-1	SURVEY
• Z-1	OVERALL SITE PLAN
• Z-2	ENLARGED SITE PLAN
• Z-3	ELEVATIONS
• Z-4	ELEVATIONS

CLIENT
 VERIZON WIRELESS
 126 W. GEMINI DR.
 TEMPE, ARIZONA, 85283
 CONTACT: TERRY SKULA
 PHONE: T.B.D.

PROPERTY OWNER
 CITY OF EL MIRAGE
 12900 N. 124TH LANE
 EL MIRAGE, ARIZONA, 85335
 CONTACT: JOSE MACIAS
 PHONE: (623) 876-2996

SITE ACQUISITION
 SMARTLINK, L.L.C.
 605 W. KNOX ROAD, STE 210
 TEMPE, AZ, 85284
 CONTACT: BRYAN SARCHI
 PHONE: (480) 734-4970

ARCHITECT
 YOUNG DESIGN CORP.
 10245 E. VIA LINDA, SUITE 211
 SCOTTSDALE, ARIZONA, 85258
 CONTACT: RONALD C. YOUNG
 PHONE: (480) 451-9609
 FAX: (480) 451-9608

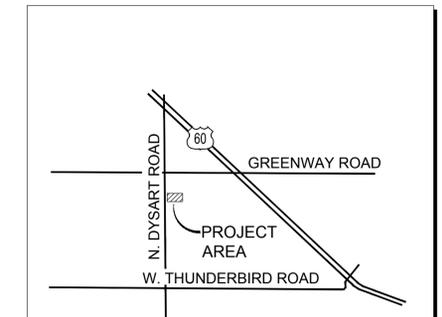
SURVEYOR
 RLF CONSULTING
 1214 N. STADEM DR.
 TEMPE, AZ, 85281
 CONTACT: RYAN FIDLER
 PHONE: (480) 445-9189

PROJECT DATA
 LEASEE: VERIZON WIRELESS
 126 W. GEMINI DR.
 TEMPE, ARIZONA, 85283
 ZONING: SN
 APN: 509-13-813
 LEASE AREA: 66 S.D. FT.
 EASEMENT AREA: 64 S.D. FT.
 JURISDICTION: CITY OF EL MIRAGE
 BUILDING CODES: 2012 I.B.C.
 2011 N.E.C.
 2012 I.M.C.
 2012 I.F.C.

PROJECT DESCRIPTION
 THE INSTALLATION OF (2) ANTENNAS AND (1) MICROWAVE ANTENNA ON A PROPOSED REPLACEMENT LIGHT POLE, THE INSTALLATION OF A GROUND MOUNTED EQUIPMENT CABINET ADJACENT TO THE LIGHT POLE AND THE INSTALLATION OF AN ACCESS DOOR AND CHAIN LINK FENCE AROUND THE PROPOSED LEASE AREA. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

SITE COORDINATES
 LATITUDE: 33° 37' 11.598" N
 LONGITUDE: 112° 20' 30.371" W
 GROUND ELEVATION: 1161.8' A.M.S.L.

SITE DIRECTIONS
 FROM VERIZON OFFICE IN TEMPE, AZ: HEAD WEST ON W. GEMINI DR TOWARD S. ASH AVE. TURN LEFT ONTO S. ASH AVE. TURN RIGHT ONTO W. GUADALUPE RD. TAKE THE 1ST RIGHT ONTO S. KYRENE RD. TURN LEFT ONTO W. BASELINE RD. TURN RIGHT TO MERGE ONTO I-10 W TOWARD PHOENIX / US-60 W. KEEP LEFT AT THE FORK TO STAY ON I-10 W. FOLLOW SIGNS FOR INTERSTATE 10 W / LOS ANGELES. TAKE EXIT 133B FOR AZ-101 LOOP N. CONTINUE ONTO AZ-101 LOOP N. TAKE EXIT 11 FOR US-60 / GRAND AVE. TURN LEFT ONTO US-60 W / NW GRAND AVE. TURN LEFT ONTO W. GREENWAY RD. TURN LEFT ONTO N. DYSART RD. DESTINATION WILL BE ON THE LEFT.



VICINITY MAP

CLIENT
verizon
 126 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

 architecture / project management
 10245 E. Via Linda, Scottsdale, AZ 85258
 ph: 480 451 9609 fax: 480 451 9608
 e mail: corporate@ydcoffice.com

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19382
 RONALD C. YOUNG
 Registered Professional Engineer
 State of Arizona U.S.A.
 EXP: 12/31/16

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PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
0	3/22/2016	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6134

PROJECT INFORMATION
**PHO_NDYSART-RD_SC
 SMALL CELL**
 14955 N DYSART ROAD
 EL MIRAGE, AZ 85335

SHEET TITLE
TITLE SHEET

JURISDICTION APPROVAL

SHEET NUMBER
T-1

PROJECT META DATA

- ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
- BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.
- FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 10/13/14.

LESSEE ACCESS UTILITY EASEMENT LEGAL DESCRIPTION

A 6.00' WIDE STRIP OF LAND BEING A PORTION OF TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA. LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE NORTHWEST CORNER OF OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST; THENCE SOUTH 00°05'09" EAST ALONG THE WEST LINE OF SAID SECTION 11, 1328.90 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 90°00'00" EAST, 65.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DYSART ROAD ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTH 89°54'51" WEST, 8.39 FEET TO THE POINT OF TERMINUS.

SURVEYOR NOTES

- ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY GREAT AMERICAN TITLE AGENCY, ORDER NO.: 21404052 EFFECTIVE DATE: 10/17/2014.
- SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
- THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
- SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LESSEE LEASE AREA 1 LEGAL DESCRIPTION

THAT PORTION OF TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST; THENCE SOUTH 00°05'09" EAST ALONG THE WEST LINE OF SAID SECTION 11, 1328.90 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 90°00'00" EAST, 65.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DYSART ROAD; THENCE SOUTH 89°54'51" WEST, 8.39 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°47'58" WEST, 3.00 FEET; THENCE NORTH 89°40'35" EAST, 7.00 FEET; THENCE SOUTH 00°22'08" EAST, 5.15 FEET; THENCE SOUTH 00°22'08" EAST, 0.85 FEET; THENCE SOUTH 89°36'55" WEST, 6.99 FEET; THENCE NORTH 00°09'48" WEST, 3.00 FEET TO THE POINT OF BEGINNING.

LESSEE UTILITY EASEMENT LEGAL DESCRIPTION

A 4.00' WIDE STRIP OF LAND BEING A PORTION OF TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA. LYING 2.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE NORTHWEST CORNER OF OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST; THENCE SOUTH 00°05'09" EAST ALONG THE WEST LINE OF SAID SECTION 11, 1328.90 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 90°00'00" EAST, 65.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DYSART ROAD; THENCE SOUTH 89°54'51" WEST, 8.39 FEET; THENCE NORTH 00°47'58" WEST, 3.00 FEET; THENCE NORTH 89°40'35" EAST, 7.00 FEET; THENCE SOUTH 00°22'08" EAST, 5.15 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 29°24'00" EAST, 2.67 FEET TO THE POINT OF TERMINUS;

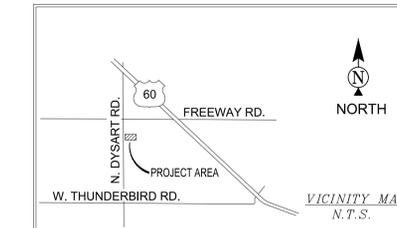
LESSEE LEASE AREA 2 LEGAL DESCRIPTION

THAT PORTION OF TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

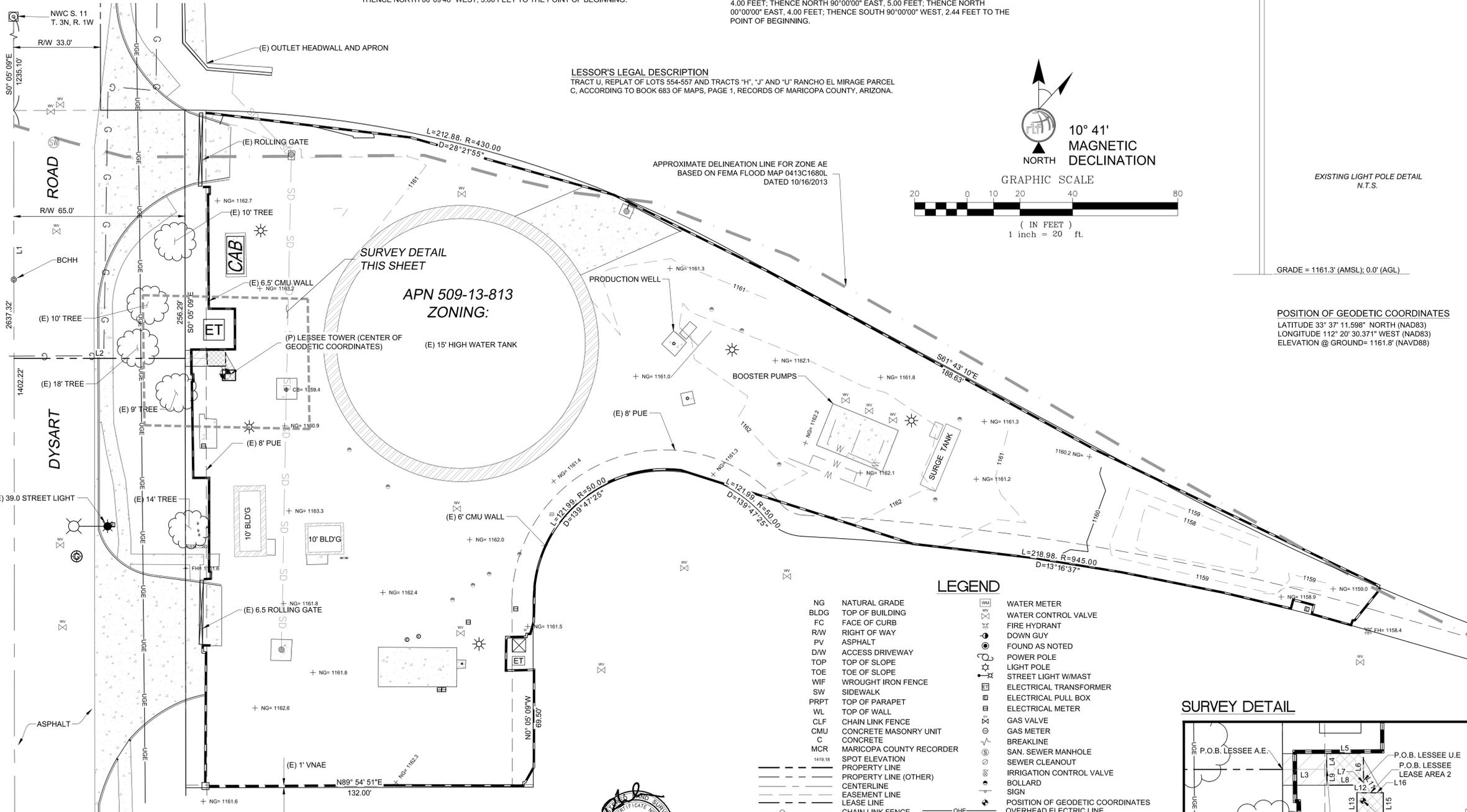
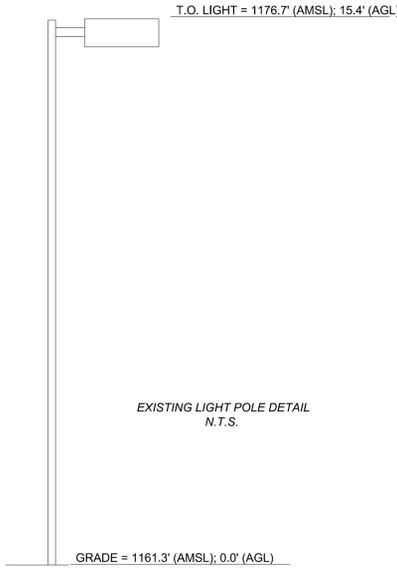
COMMENCING AT THE NORTHWEST CORNER OF OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST; THENCE SOUTH 00°05'09" EAST ALONG THE WEST LINE OF SAID SECTION 11, 1328.90 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 90°00'00" EAST, 65.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DYSART ROAD; THENCE SOUTH 89°54'51" WEST, 8.39 FEET; THENCE NORTH 00°47'58" WEST, 3.00 FEET; THENCE NORTH 89°40'35" EAST, 7.00 FEET; THENCE SOUTH 00°22'08" EAST, 5.15 FEET; THENCE SOUTH 29°24'00" EAST, 2.67 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" WEST, 2.56 FEET; THENCE SOUTH 00°00'00" EAST, 4.00 FEET; THENCE NORTH 90°00'00" EAST, 5.00 FEET; THENCE NORTH 00°00'00" EAST, 4.00 FEET; THENCE SOUTH 90°00'00" WEST, 2.44 FEET TO THE POINT OF BEGINNING.

LINE	LENGTH	BEARING
L1	1328.90	S0° 05' 09"E
L2	65.00	N90° 00' 00"E
L3	8.39	S89° 54' 51"W
L4	3.00	N0° 47' 58"W
L5	7.00	N89° 40' 35"E
L6	5.15	S0° 22' 08"E
L7	0.85	S0° 22' 08"E
L8	6.99	S89° 36' 55"W
L9	3.00	N0° 09' 48"W
L11	2.67	S29° 24' 00"E
L12	2.56	N90° 00' 00"W
L13	4.00	S0° 00' 00"E
L14	5.00	N90° 00' 00"E
L15	4.00	N0° 00' 00"E
L16	2.44	S90° 00' 00"W



LESSOR'S LEGAL DESCRIPTION
CITY OF EL MIRAGE RIGHT-OF-WAY



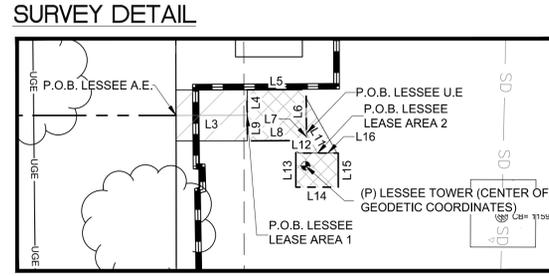
LESSOR'S LEGAL DESCRIPTION
TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA.



APPROXIMATE DELINEATION LINE FOR ZONE AE
BASED ON FEMA FLOOD MAP 0413C1680L
DATED 10/16/2013

LEGEND

NG	NATURAL GRADE	WATER METER
BLDG	TOP OF BUILDING	WATER CONTROL VALVE
FC	FACE OF CURB	FIRE HYDRANT
R/W	RIGHT OF WAY	DOWN GUY
PV	ASPHALT	FOUND AS NOTED
D/W	ACCESS DRIVEWAY	POWER POLE
TOP	TOP OF SLOPE	LIGHT POLE
TOE	TOE OF SLOPE	STREET LIGHT W/MAST
WIF	WROUGHT IRON FENCE	ELECTRICAL TRANSFORMER
SW	SIDEWALK	ELECTRICAL PULL BOX
PRPT	TOP OF PARAPET	ELECTRICAL METER
WL	TOP OF WALL	GAS VALVE
CLF	CHAIN LINK FENCE	GAS METER
CMU	CONCRETE MASONRY UNIT	BREAKLINE
C	CONCRETE	SAN. SEWER MANHOLE
MCR	MARICOPA COUNTY RECORDER	SEWER CLEANOUT
1410.16	SPOT ELEVATION	IRRIGATION CONTROL VALVE
---	PROPERTY LINE	BOLLARD
---	PROPERTY LINE (OTHER)	SIGN
---	CENTERLINE	POSITION OF GEODETIC COORDINATES
---	EASEMENT LINE	OVERHEAD ELECTRIC LINE
---	LEASE LINE	U/G ELECTRIC LINE
---	CHAIN LINK FENCE	U/G TELECOMMUNICATIONS LINE
OHE		U/G FIBER OPTIC LINE
UGE		U/G GAS LINE
T		SANITARY SEWER LINE
FO		WATER LINE
GAS		
SS		
SS		
W		



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FIELD BY:	JMM
DRAWN BY:	RJG
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
4	03/17/16	REVISION
3	02/25/16	REVISION
2	1/07/14	FINAL
1	10/16/14	PRELIMINARY



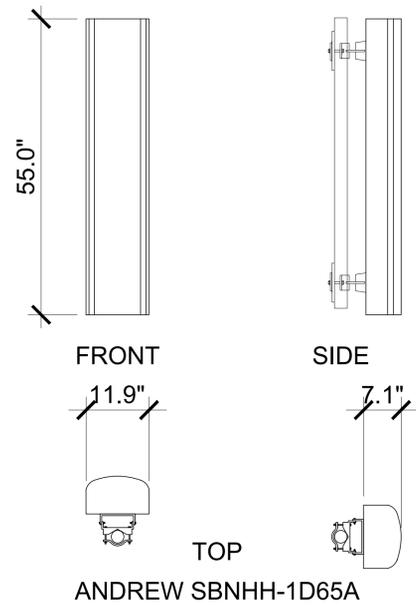
PROJECT No.
09006737

SITE NAME:
PHO_NDYSART-RD_SC

SITE ADDRESS:
**14955 N DYSART RD
EL MIRAGE, AZ 85335**

SHEET TITLE:
SITE SURVEY

SHEET NO. LS-1	REVISION:
--------------------------	-----------



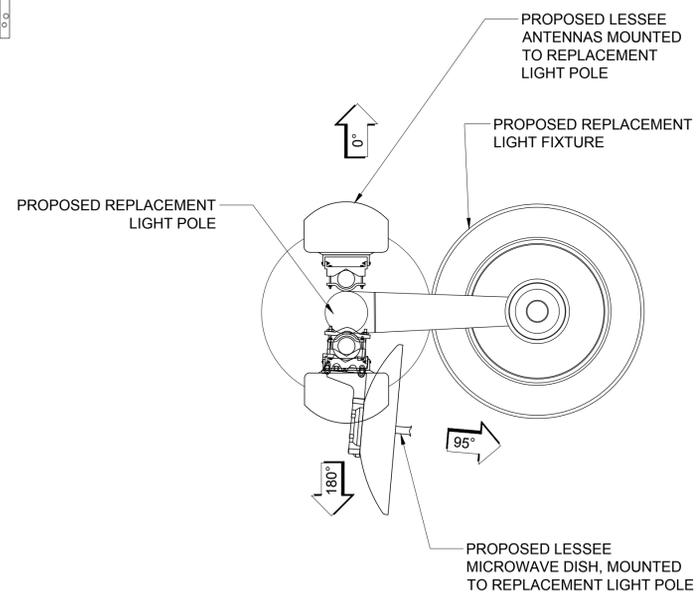
PROPOSED ANTENNA DETAIL

4

COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	LENGTH	NO.	SIZE	TYPE
ALPHA	0°	± 51'-0"	4	1/2"	T.B.D.
BETA	180°	± 51'-0"	4	1/2"	T.B.D.
MW DISH	95°	± 55'-0"	1	1/2"	T.B.D.

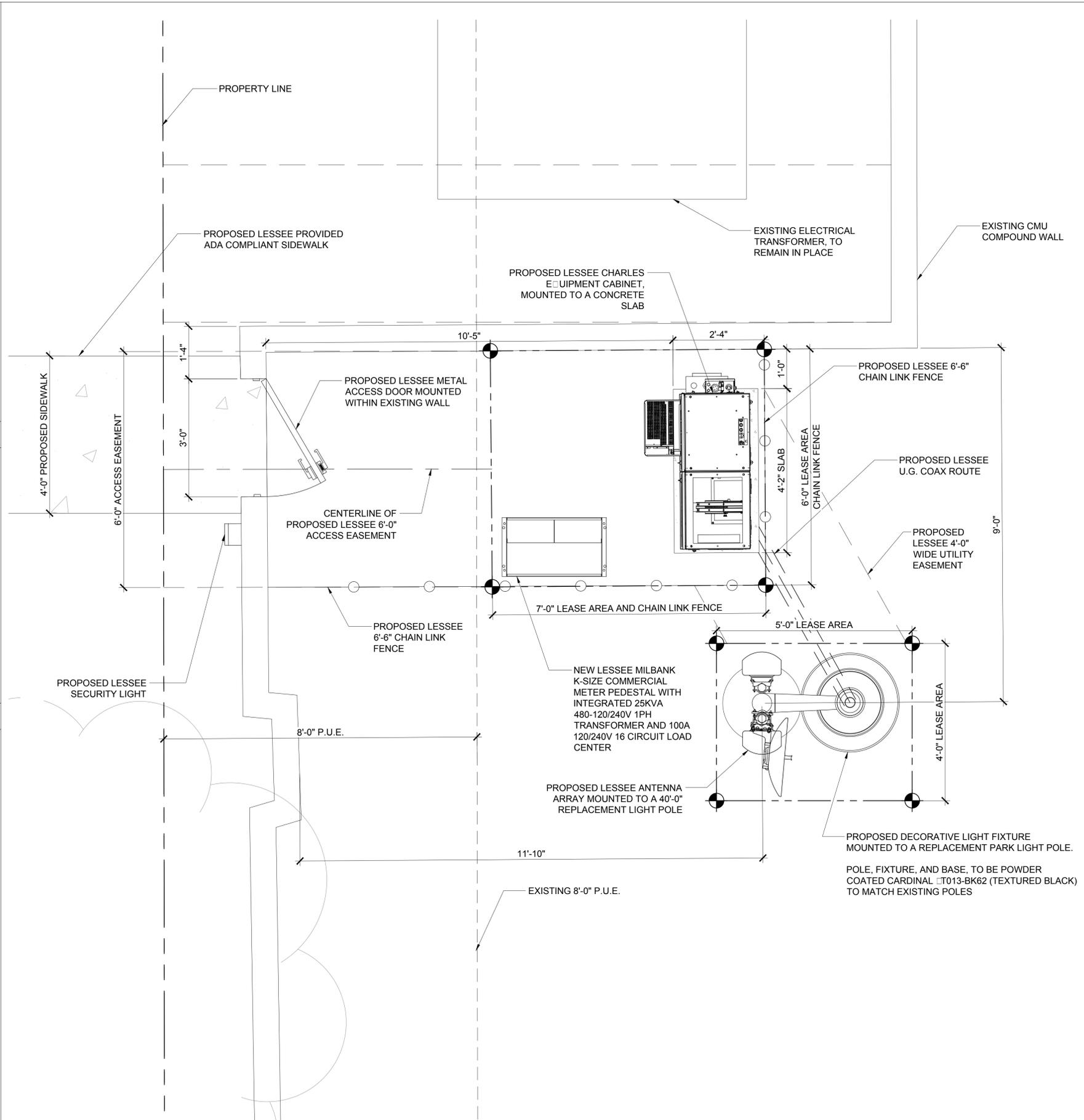
COAX CABLE INFORMATION

3



PROPOSED ANTENNA CONFIGURATION

2



1 ENLARGED SITE PLAN

SCALE: 3/4" = 1'-0"

SCALE: 3/4" = 1'-0"

CLIENT

verizon

126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

Young design corp

architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

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19382 RONALD C. YOUNG
3/21/16
EXP. 12/31/16

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PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
0	3/22/2016	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6134

PROJECT INFORMATION

PHO_NDYSART-RD_SC
SMALL CELL

14955 N DYSART ROAD
EL MIRAGE, AZ 85335

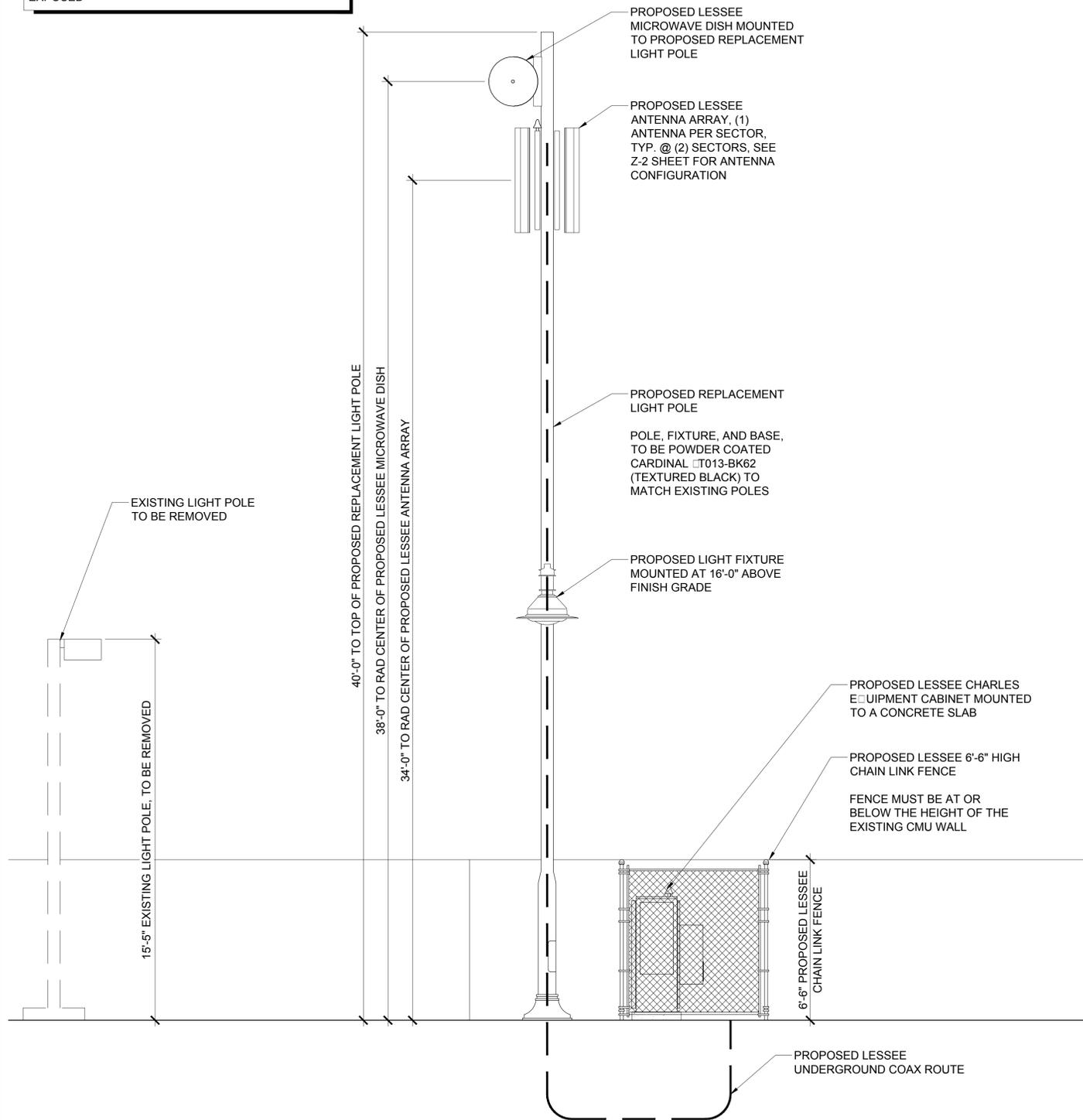
SHEET TITLE
ENLARGED SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER
Z-2

CONTRACTOR NOTES:

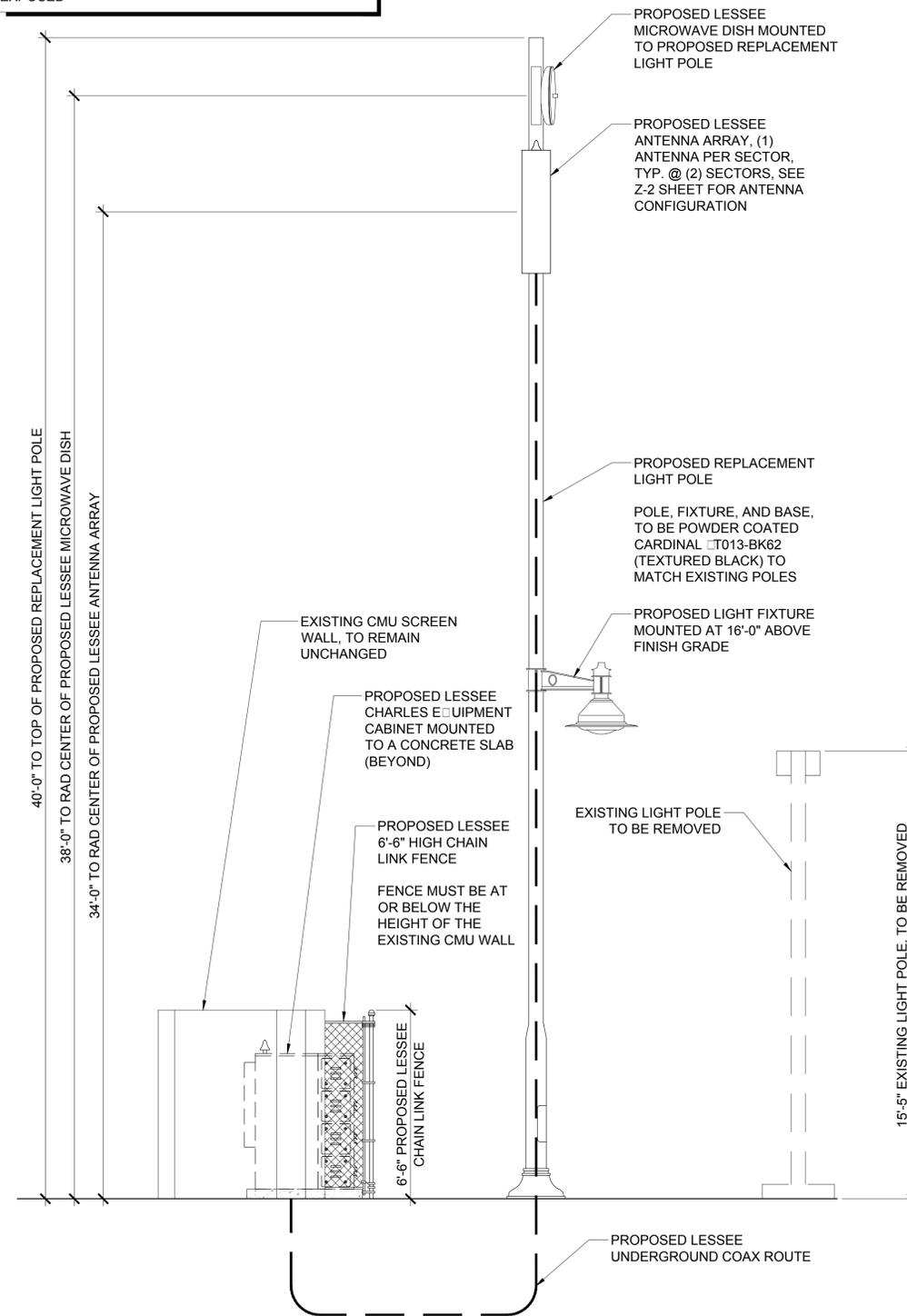
1. THE EXISTING LIGHT POLE FOUNDATION TO REMAIN INTACT, THE WIRES PROPERLY TERMINATED, AND A COVER BE FABRICATED AND INSTALLED USING THE EXISTING BOLTS. THE LIGHT POLE AND FIXTURE ARE TO REMAIN AT THE WELL SITE AND BE PLACED AT A LOCATION DETERMINED BY THE CITY AT THE TIME OF REMOVAL.
2. NO GROUND WIRE, CONDUIT, ETC. SHALL BE EXPOSED



2 EAST ELEVATION
 SCALE: 3/8" = 1'-0"
 0 1'-4" 2'-8" 5'-4"

CONTRACTOR NOTES:

1. THE EXISTING LIGHT POLE FOUNDATION TO REMAIN INTACT, THE WIRES PROPERLY TERMINATED, AND A COVER BE FABRICATED AND INSTALLED USING THE EXISTING BOLTS. THE LIGHT POLE AND FIXTURE ARE TO REMAIN AT THE WELL SITE AND BE PLACED AT A LOCATION DETERMINED BY THE CITY AT THE TIME OF REMOVAL.
2. NO GROUND WIRE, CONDUIT, ETC. SHALL BE EXPOSED



1 SOUTH ELEVATION
 SCALE: 3/8" = 1'-0"
 0 1'-4" 2'-8" 5'-4"

CLIENT

verizon

126 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

young design corp

architecture / project management
 10245 E. Via Linda, Scottsdale, AZ 85258
 ph: 480 451 9609 fax: 480 451 9608
 e mail: corporate@ydcoffice.com

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19382 RONALD C. YOUNG
 State of Arizona U.S.A.
 EXP. 12/31/16

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PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
0	3/22/2016	SUBMITTAL

ARCHITECTS JOB NO.
 YDC-6134

PROJECT INFORMATION

PHO_NDYSART-RD_SC
SMALL CELL

14955 N DYSART ROAD
 EL MIRAGE, AZ 85335

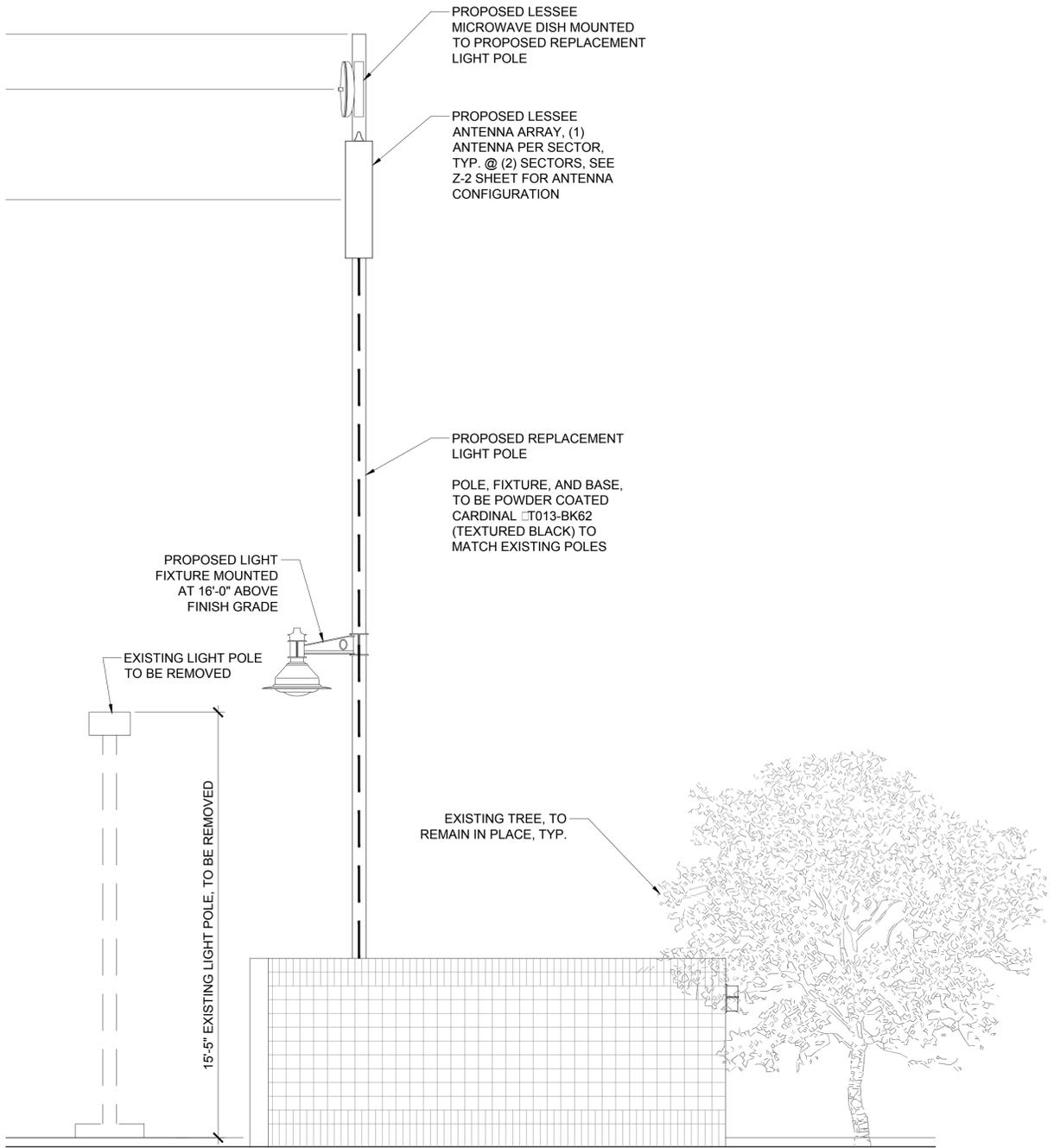
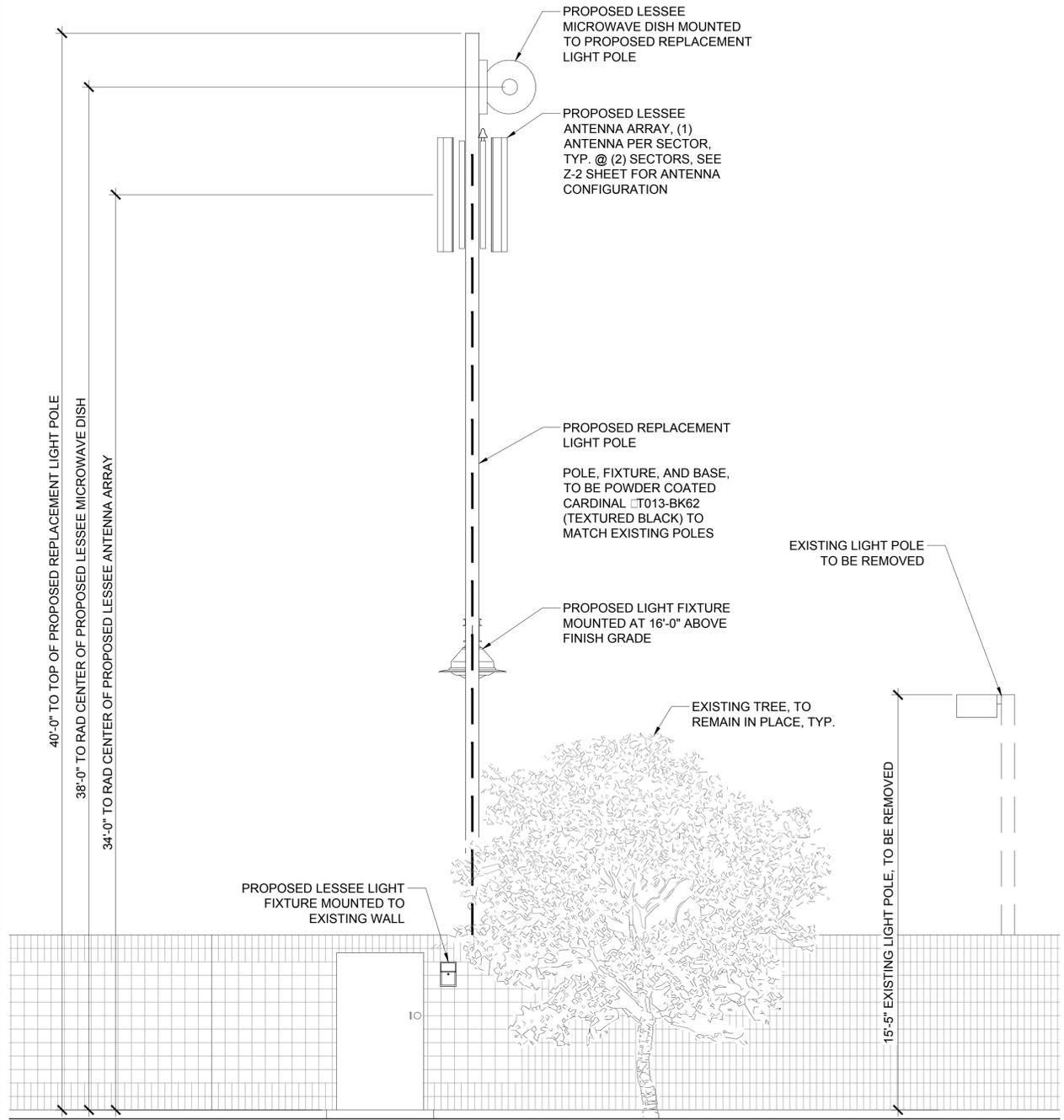
SHEET TITLE
ELEVATIONS

JURISDICTION APPROVAL

SHEET NUMBER
Z-3

CONTRACTOR NOTE
 THE EXISTING LIGHT POLE FOUNDATION TO REMAIN INTACT, THE WIRES PROPERLY TERMINATED, AND A COVER BE FABRICATED AND INSTALLED USING THE EXISTING BOLTS. THE LIGHT POLE AND FIXTURE ARE TO REMAIN AT THE WELL SITE AND BE PLACED AT A LOCATION DETERMINED BY THE CITY AT THE TIME OF REMOVAL.

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2 WEST ELEVATION
 SCALE: 3/8" = 1'-0"
 0 1'-4" 2'-8" 5'-4"

1 NORTH ELEVATION
 SCALE: 3/8" = 1'-0"
 0 1'-4" 2'-8" 5'-4"

CLIENT

verizon
 126 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY
young design corp
 architecture / project management
 10245 E. Via Linda, Scottsdale, AZ 85258
 ph: 480 451 9609 fax: 480 451 9608
 e mail: corporate@ydcoffice.com

SEAL
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 EXP: 12/31/16
 THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE PURSUANT TO A.R.S. TITLE 41 AND TITLE 44. IT IS A VIOLATION FOR ANY PERSON, UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY.

PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
0	3/22/2016	SUBMITTAL

ARCHITECTS JOB NO.
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PROJECT INFORMATION
PHO_NDYSART-RD_SC
SMALL CELL
 14955 N DYSART ROAD
 EL MIRAGE, AZ 85335

SHEET TITLE
ELEVATIONS

JURISDICTION APPROVAL

SHEET NUMBER
Z-4

MEMORANDUM

TO: Jose Macias, GIS/Development Services Coordinator
FROM: Bryce Christo, Civil Engineer II
SUBJECT: Verizon Small Cell Site – TAC and Development Application Submittal
Dietz Crane Well Site
DATE: 03-03-16

Below are the Engineering Department's comments for the above referenced submittal prepared in February 2016. **These items will have to be addressed prior to the Planning and Zoning Meeting.**

1. None

The below items will have to be addressed during the Construction Plan Submittal.

1. Applicant should check with APS to confirm that meter and disconnect location meets clearance requirements.
2. No ground wire, conduit, etc. should be exposed.
3. The proposed chain link fence must be at or below the height of the existing CMU wall and must not be visible from Dysart Road.
4. Revise the bearings and distances for Lessee Area 2 so that the Legal Description and Line Table match.
5. The Access Easement is shown as both 4' wide and 6' wide. Update accordingly.
6. Provide the areas of all proposed lease areas and easements.



**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

19 December 2014

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Mr. Jose A. Macias
Development & community Services, Planning-GIS
12145 N.W. Grand Avenue
El Mirage, AZ 85335

Re: Verizon Pho Dysart-Rd

Dear Mr. Macias

Thank you for the opportunity to comment on the Site Plan for the Verizon Pho Dysart Small Cell Proposal. The proposed located will be on 204 square feet at 14955 N. Dysart Rd., El Mirage AZ, on parcel number 509-13-813. The request is for placement of two small cell antennas and a microwave dish on a 40' pole. The site will also consist of a 2'w X 4' Lx 4'6" cabinet located within the 204 sq. fenced area. The site is located just under one mile outside the 1988 JLUS 65 Ldn, "high noise or accident potential zone," as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport," also defined by A.R.S. § 28-8461.

The proposed activity, described in the Site Narrative at the location described above, will not negatively impact the flying operations at Luke AFB. Since this site is located within the "territory in the vicinity of a military airport," it will be subjected to noise from approximately 24,500 flight operations per year, with some as low as 1,500 feet above ground level. We recommend a review of the Luke AFB web site at <http://www.luke.af.mil>, Community Interests and Community Initiatives links, for further information

If you have any questions, please contact my Community Planner, Ms. Barbara Plante at (623) 856-9981.

Sincerely

A handwritten signature in black ink, appearing to read "J. Mitchell".

For

JAMES R. MITCHELL

cc:

Colonel Jeremy T. Sloane, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Calderon, GS-13, General, Environmental and Law Attorney, 56th Fighter Wing



56th Fighter Wing
Luke AFB, Arizona
DSN 896-6169, Comm (623) 856-6169

To: MR. MACIAS

From: M.K. Mitchell

Fax: (623) 876-4605

Pages (including cover): 4

Phone:

Date: 19 Dec 14

Re: Billboard-(14-06-28+29); VERIUM PHO DYSANT-KD

Urgent For Review Please Comment Please Reply Please Recycle

● Comments:

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is effective as of the date of the latter signature below and is by and between the City of El Mirage, an Arizona municipal corporation, with its principal offices located at 12145 NW Grand Avenue, El Mirage, Arizona 85335 (hereinafter designated "LESSOR") and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (hereinafter designated "LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately hundred and ten (110) square feet of ground space consisting of a five foot (5') by four foot (4') parcel of ground space for LESSEE's light pole ("Light Pole Space") and a fifteen foot (15') by six foot (6') parcel of ground space for LESSEE's equipment cabinet ("Cabinet Space"), located at 14955 N. Dysart Road, City of El Mirage, County of Maricopa, State of Arizona 85335 (such real property are hereinafter sometimes collectively referred to as the "Property" and is legally described herein in Exhibit "A" attached hereto), for the installation, operation and maintenance of communications equipment; together with such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Light Pole Space and Cabinet Space and to all necessary electrical and telephone utility sources located on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Light Pole Space, Cabinet Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "B" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Property is in compliance with all Laws (as defined in Paragraph 23 below); and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. EQUIPMENT MAINTENANCE. LESSEE will be responsible for the installation and maintenance of all constructed equipment within the premise including but not limited to the operation and maintenance of communications equipment, light poles, light fixtures, wires, cables, conduits, and pipes running between and among the Light Pole Space, Cabinet Space, Cabling space and all necessary

electrical and telephone utility sources located on the leased Property shown on Exhibit "B" attached.

4. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total five (5) year term rental of Twenty-Eight Thousand Eight Hundred and 00/100 Dollars (\$28,800.00) (i.e., which equates to \$480.00 per month) to be paid in advance on the Commencement Date and thereafter, in advance, on the commencement of each subsequent five (5) year extension term, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. Within sixty (60) days of any permitted termination exercised by LESSEE under this Agreement, LESSOR shall refund to LESSEE any portion of unused rent that has been prepaid in advance.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

5. ELECTRICAL. LESSEE shall be responsible for providing electrical service and telephone service should none exist. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Specifically, after the expiration of each calendar year, LESSOR shall determine LESSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based

on reading of the LESSEE's sub-meter on a monthly basis and the electricity bills received by LESSOR throughout such calendar year. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity, without mark up or profit. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 Reference: PHO El Mirage Road, shall be provided to LESSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LESSOR fails to deliver an invoice to LESSEE within the Invoice Period, LESSOR waives any right to collect any electrical charges from LESSEE for the subject calendar year. LESSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

6. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement 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, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage

resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees 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, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that thirty (30) days prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

16. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

17. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably

withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

18. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of El Mirage
12145 NW Grand Avenue
El Mirage, Arizona, 85335

LESSEE: Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: PHO_ELMIRAGE-RD_SC

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

20. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Premises ; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

21. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default,

the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

22. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

23. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's

operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

24. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

25. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

26. DISPUTE RESOLUTION. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award. As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may petition a judge having competent jurisdiction to select the third arbitrator, or they may resign their appointment jointly or individually so that the parties may renew the selection process. The written award of two of the three arbitrators shall bind the parties. The cost of the arbitrators and any expert witnesses shall be borne by the party that hired them. The cost of the third arbitrator and other expenses of the arbitration shall be shared equally by the parties. The arbitration shall take place in the City of El Mirage. State court rules of procedure and evidence shall be governing.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of El Mirage,
an Arizona municipal corporation

By: _____

Its: _____

Date: _____

LESSEE:

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____

Brian Mecum

Area Vice President Network

Date: _____

EXHIBIT "A"

LESSEE LEASE AREA 1 LEGAL DESCRIPTION

THAT PORTION OF TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST; THENCE SOUTH 00°05'09" EAST ALONG THE WEST LINE OF SAID SECTION 11, 1328.90 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 90°00'00" EAST, 65.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DYSART ROAD; THENCE SOUTH 89°54'51" WEST, 8.39 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°47'58" WEST, 3.00 FEET; THENCE NORTH 89°40'35" EAST, 7.00 FEET; THENCE SOUTH 00°22'08" EAST, 5.15 FEET; THENCE SOUTH 00°22'08" EAST, 0.85 FEET; THENCE SOUTH 89°36'55" WEST, 6.99 FEET; THENCE NORTH 00°09'48" WEST, 3.00 FEET TO THE POINT OF BEGINNING.

LESSEE UTILITY EASEMENT LEGAL DESCRIPTION

A 4.00' WIDE STRIP OF LAND BEING A POTION OF TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA. LYING 2.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE NORTHWEST CORNER OF OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST; THENCE SOUTH 00°05'09" EAST ALONG THE WEST LINE OF SAID SECTION 11, 1328.90 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 90°00'00" EAST, 65.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DYSART ROAD; THENCE SOUTH 89°54'51" WEST, 8.39 FEET; THENCE NORTH 00°47'58" WEST, 3.00 FEET; THENCE NORTH 89°40'35" EAST, 7.00 FEET; THENCE SOUTH 00°22'08" EAST, 5.15 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 29°24'00" EAST, 2.67 FEET TO THE POINT OF TERMINUS;

LESSEE LEASE AREA 2 LEGAL DESCRIPTION

THAT PORTION OF TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS. COMMENCING AT THE NORTHWEST CORNER OF OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST; THENCE SOUTH 00°05'09" EAST ALONG THE WEST LINE OF SAID SECTION 11, 1328.90 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 90°00'00" EAST, 65.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DYSART ROAD; THENCE SOUTH 89°54'51" WEST, 8.39 FEET; THENCE NORTH 00°47'58" WEST, 3.00 FEET; THENCE NORTH 89°40'35" EAST, 7.00 FEET; THENCE SOUTH 00°22'08" EAST, 5.15 FEET; THENCE SOUTH 29°24'00" EAST, 2.67 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" WEST, 2.56 FEET; THENCE SOUTH 00°00'00" EAST, 4.00 FEET; THENCE NORTH 90°00'00" EAST, 5.00 FEET; THENCE NORTH 00°00'00" EAST, 4.00 FEET; THENCE SOUTH 90°00'00" WEST, 2.44 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

SITE PLAN OF PREMISES – SEE ATTACHED

EXHIBIT "B"



**SITE NAME: PHO_NDYSART-RD_SC
(SMALL CELL)**



SITE PHOTO

SHEET INDEX	
• T-1	PROJECT INFORMATION AND DATA
• LS-1	SURVEY
• Z-1	OVERALL SITE PLAN
• Z-2	ENLARGED SITE PLAN
• Z-3	ELEVATIONS
• Z-4	ELEVATIONS

CLIENT
 VERIZON WIRELESS
 126 W. GEMINI DR.
 TEMPE, ARIZONA, 85283
 CONTACT: TERRY SKULA
 PHONE: T.B.D.

PROPERTY OWNER
 CITY OF EL MIRAGE
 12900 N. 124TH LANE
 EL MIRAGE, ARIZONA, 85335
 CONTACT: JOSE MACIAS
 PHONE: (623) 876-2996

SITE ACQUISITION
 SMARTLINK, L.L.C.
 605 W. KNOX ROAD, STE 210
 TEMPE, AZ, 85284
 CONTACT: BRYAN SARCHI
 PHONE: (480) 734-4970

ARCHITECT
 YOUNG DESIGN CORP.
 10245 E. VIA LINDA, SUITE 211
 SCOTTSDALE, ARIZONA, 85258
 CONTACT: RONALD C. YOUNG
 PHONE: (480) 451-9609
 FAX: (480) 451-9608

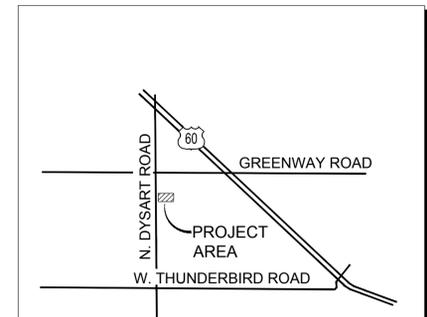
SURVEYOR
 RLF CONSULTING
 1214 N. STADEM DR.
 TEMPE, AZ, 85281
 CONTACT: RYAN FIDLER
 PHONE: (480) 445-9189

PROJECT DATA
 LEASEE: VERIZON WIRELESS
 126 W. GEMINI DR.
 TEMPE, ARIZONA, 85283
 ZONING: SN
 APN: 509-13-813
 LEASE AREA: 66 S. FT.
 EASEMENT AREA: 64 S. FT.
 JURISDICTION: CITY OF EL MIRAGE
 BUILDING CODES: 2012 I.B.C.
 2011 N.E.C.
 2012 I.M.C.
 2012 I.F.C.

PROJECT DESCRIPTION
 THE INSTALLATION OF (2) ANTENNAS AND (1) MICROWAVE ANTENNA ON A PROPOSED REPLACEMENT LIGHT POLE, THE INSTALLATION OF A GROUND MOUNTED EQUIPMENT CABINET ADJACENT TO THE LIGHT POLE AND THE INSTALLATION OF AN ACCESS DOOR AND CHAIN LINK FENCE AROUND THE PROPOSED LEASE AREA. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

SITE COORDINATES
 LATITUDE: 33° 37' 11.598" N
 LONGITUDE: 112° 20' 30.371" W
 GROUND ELEVATION: 1161.8' A.M.S.L.

SITE DIRECTIONS
 FROM VERIZON OFFICE IN TEMPE, AZ: HEAD WEST ON W. GEMINI DR TOWARD S. ASH AVE. TURN LEFT ONTO S. ASH AVE. TURN RIGHT ONTO W. GUADALUPE RD. TAKE THE 1ST RIGHT ONTO S. KYRENE RD. TURN LEFT ONTO W. BASELINE RD. TURN RIGHT TO MERGE ONTO I-10 W TOWARD PHOENIX / US-60 W. KEEP LEFT AT THE FORK TO STAY ON I-10 W. FOLLOW SIGNS FOR INTERSTATE 10 W / LOS ANGELES. TAKE EXIT 133B FOR AZ-101 LOOP N. CONTINUE ONTO AZ-101 LOOP N. TAKE EXIT 11 FOR US-60 / GRAND AVE. TURN LEFT ONTO US-60 W / NW GRAND AVE. TURN LEFT ONTO W. GREENWAY RD. TURN LEFT ONTO N. DYSART RD. DESTINATION WILL BE ON THE LEFT.



VICINITY MAP

CLIENT
verizon
 126 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

 architecture / project management
 10245 E. Via Linda, Scottsdale, AZ 85258
 ph: 480 451 9609 fax: 480 451 9608
 e mail: corporate@ydcoffice.com

SEAL
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EXP: 12/31/16
 THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE PURSUANT TO A.R.S. TITLE 41 AND TITLE 44. IT IS A VIOLATION FOR ANY PERSON, UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY.

PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
0	3/22/2016	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6134

PROJECT INFORMATION
**PHO_NDYSART-RD_SC
 SMALL CELL**
 14955 N DYSART ROAD
 EL MIRAGE, AZ 85335

SHEET TITLE
TITLE SHEET

JURISDICTION APPROVAL

SHEET NUMBER
T-1

PROJECT META DATA

- ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
- BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.
- FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 10/13/14.

LESSEE ACCESS UTILITY EASEMENT LEGAL DESCRIPTION

A 6.00' WIDE STRIP OF LAND BEING A PORTION OF TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA. LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

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THENCE SOUTH 89°54'51" WEST, 8.39 FEET TO THE POINT OF TERMINUS.

SURVEYOR NOTES

- ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY GREAT AMERICAN TITLE AGENCY, ORDER NO.: 21404052 EFFECTIVE DATE: 10/17/2014.
- SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
- THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
- SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LESSEE LEASE AREA 1 LEGAL DESCRIPTION

THAT PORTION OF TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

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LESSEE UTILITY EASEMENT LEGAL DESCRIPTION

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THENCE SOUTH 29°24'00" EAST, 2.67 FEET TO THE POINT OF TERMINUS;

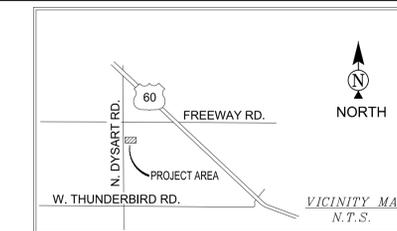
LESSEE LEASE AREA 2 LEGAL DESCRIPTION

THAT PORTION OF TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

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THENCE NORTH 90°00'00" WEST, 2.56 FEET; THENCE SOUTH 00°00'00" EAST, 4.00 FEET; THENCE NORTH 90°00'00" EAST, 5.00 FEET; THENCE NORTH 00°00'00" EAST, 4.00 FEET; THENCE SOUTH 90°00'00" WEST, 2.44 FEET TO THE POINT OF BEGINNING.

LINE	LENGTH	BEARING
L1	1328.90	S0° 05' 09"E
L2	65.00	N90° 00' 00"E
L3	8.39	S89° 54' 51"W
L4	3.00	N0° 47' 58"W
L5	7.00	N89° 40' 35"E
L6	5.15	S0° 22' 08"E
L7	0.85	S0° 22' 08"E
L8	6.99	S89° 36' 55"W
L9	3.00	N0° 09' 48"W
L11	2.67	S29° 24' 00"E
L12	2.56	N90° 00' 00"W
L13	4.00	S0° 00' 00"E
L14	5.00	N90° 00' 00"E
L15	4.00	N0° 00' 00"E
L16	2.44	S90° 00' 00"W

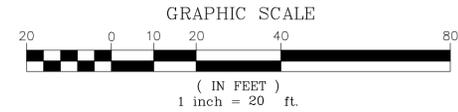
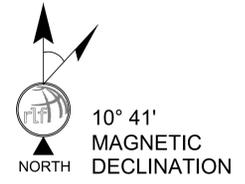
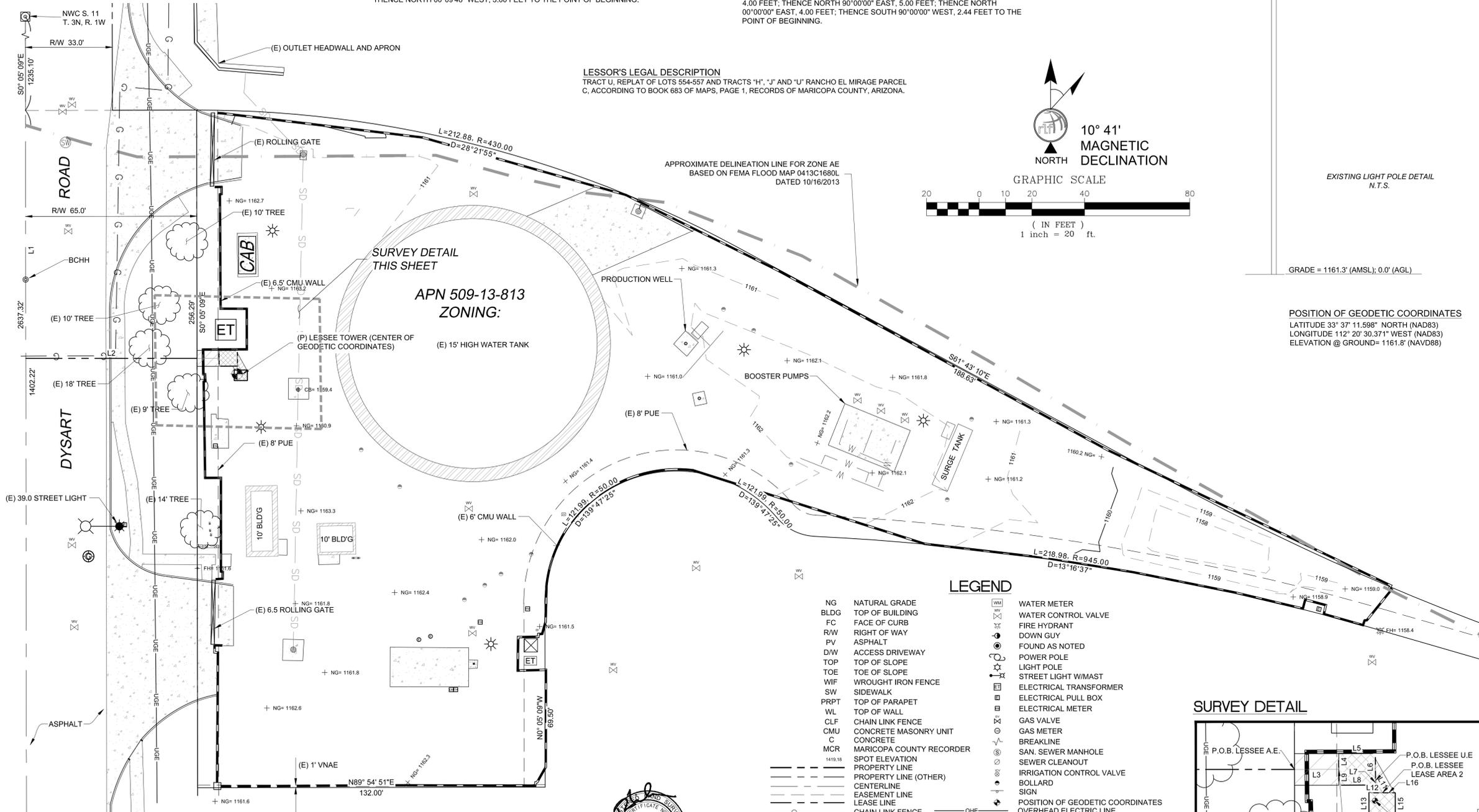


LESSOR'S LEGAL DESCRIPTION
CITY OF EL MIRAGE RIGHT-OF-WAY

T.O. LIGHT = 1176.7' (AMSL); 15.4' (AGL)

EXISTING LIGHT POLE DETAIL
N.T.S.

POSITION OF GEODETIC COORDINATES
LATITUDE 33° 37' 11.598" NORTH (NAD83)
LONGITUDE 112° 20' 30.371" WEST (NAD83)
ELEVATION @ GROUND= 1161.8' (NAVD88)



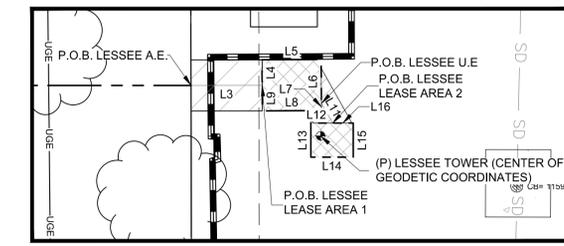
LESSOR'S LEGAL DESCRIPTION
TRACT U, REPLAT OF LOTS 554-557 AND TRACTS "H", "J" AND "U" RANCHO EL MIRAGE PARCEL C, ACCORDING TO BOOK 683 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA.

SURVEY DETAIL THIS SHEET
APN 509-13-813
ZONING:

LEGEND

- | | | |
|---------|--------------------------|----------------------------------|
| NG | NATURAL GRADE | WATER METER |
| BLDG | TOP OF BUILDING | WATER CONTROL VALVE |
| FC | FACE OF CURB | FIRE HYDRANT |
| R/W | RIGHT OF WAY | DOWN GUY |
| PV | ASPHALT | FOUND AS NOTED |
| D/W | ACCESS DRIVEWAY | POWER POLE |
| TOP | TOP OF SLOPE | LIGHT POLE |
| TOE | TOE OF SLOPE | STREET LIGHT W/MAST |
| WIF | WROUGHT IRON FENCE | ELECTRICAL TRANSFORMER |
| SW | SIDEWALK | ELECTRICAL PULL BOX |
| PRPT | TOP OF PARAPET | ELECTRICAL METER |
| WL | TOP OF WALL | GAS VALVE |
| CLF | CHAIN LINK FENCE | GAS METER |
| CMU | CONCRETE MASONRY UNIT | BREAKLINE |
| C | CONCRETE | SAN. SEWER MANHOLE |
| MCR | MARICOPA COUNTY RECORDER | SEWER CLEANOUT |
| 1410.18 | SPOT ELEVATION | IRRIGATION CONTROL VALVE |
| --- | PROPERTY LINE | BOLLARD |
| --- | PROPERTY LINE (OTHER) | SIGN |
| --- | CENTERLINE | POSITION OF GEODETIC COORDINATES |
| --- | EASEMENT LINE | OVERHEAD ELECTRIC LINE |
| --- | LEASE LINE | U/G ELECTRIC LINE |
| --- | CHAIN LINK FENCE | U/G TELECOMMUNICATIONS LINE |
| --- | | U/G FIBER OPTIC LINE |
| --- | | U/G GAS LINE |
| --- | | SANITARY SEWER LINE |
| --- | | WATER LINE |

SURVEY DETAIL



REUSE OF DOCUMENT
THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF RLF CONSULTING, LLC & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

FIELD BY:	JMM
DRAWN BY:	RJG
CHECKED BY:	RLF

REVISIONS		
NO.	DATE	DESCRIPTION
4	03/17/16	REVISION
3	02/25/16	REVISION
2	1/07/14	FINAL
1	10/16/14	PRELIMINARY



PROJECT No.
09006737

SITE NAME:
PHO_NDYSART-RD_SC

SITE ADDRESS:
**14955 N DYSART RD
EL MIRAGE, AZ 85335**

SHEET TITLE:
SITE SURVEY

SHEET NO.	REVISION:
LS-1	

CLIENT



126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

SEAL

19382
RONALD C. YOUNG
Professional Engineer
STATE OF ARIZONA U.S.A.
EXP. 12/31/16

THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE PURSUANT TO A.R.S. TITLE 41 AND TITLE 44. IT IS A VIOLATION FOR ANY PERSON, UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY.

PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
0	3/22/2016	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6134

PROJECT INFORMATION

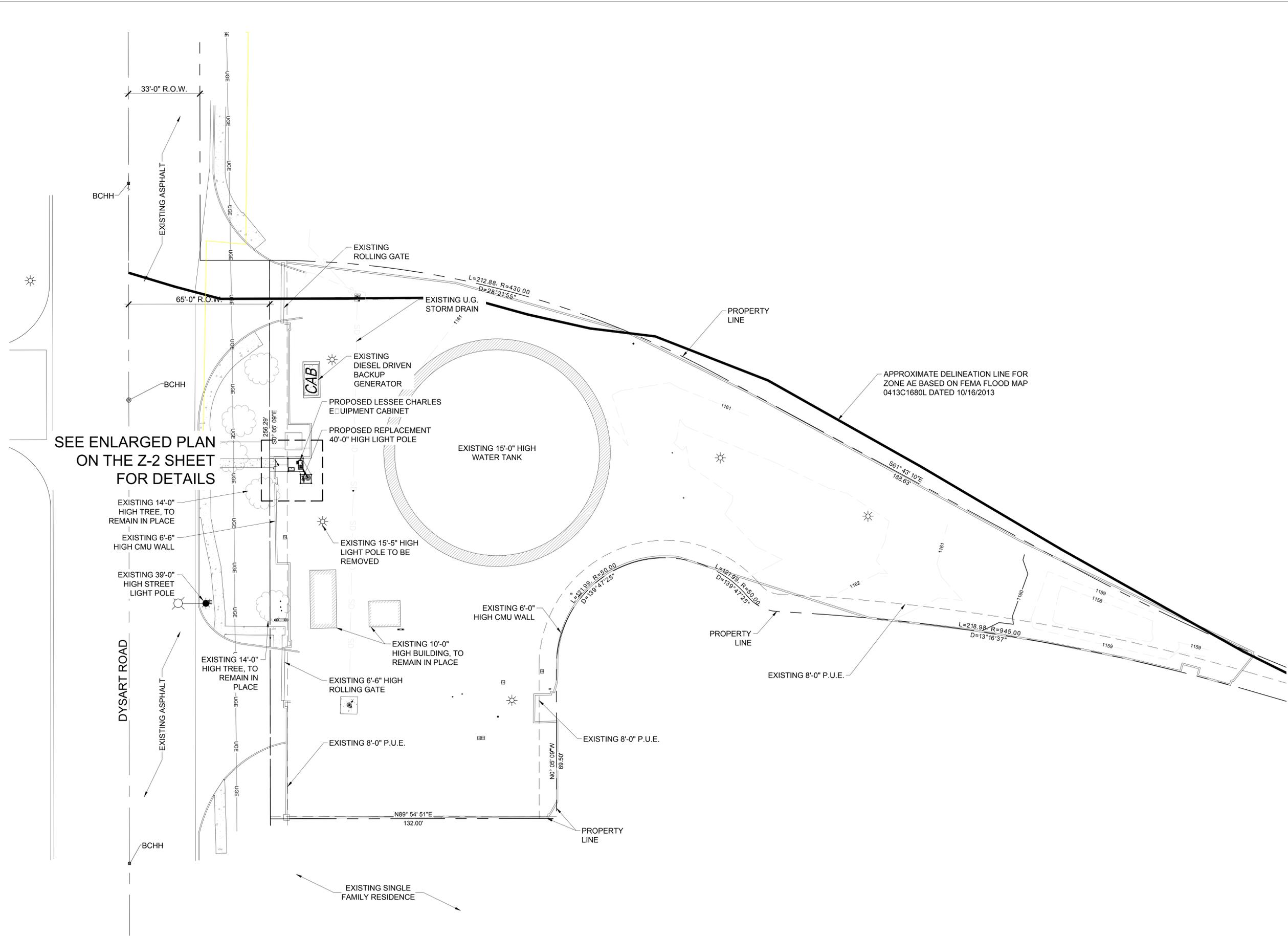
**PHO_NDYSART-RD_SC
SMALL CELL**

14955 N DYSART ROAD
EL MIRAGE, AZ 85335

SHEET TITLE
OVERALL SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER
Z-1



SEE ENLARGED PLAN
ON THE Z-2 SHEET
FOR DETAILS

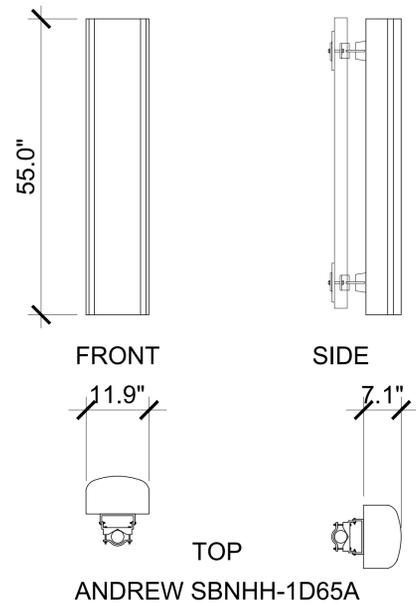
1 SITE PLAN

Z-1

SCALE: 1" = 20'-0"

SCALE: 1" = 20'-0"

0 10' 20' 40'



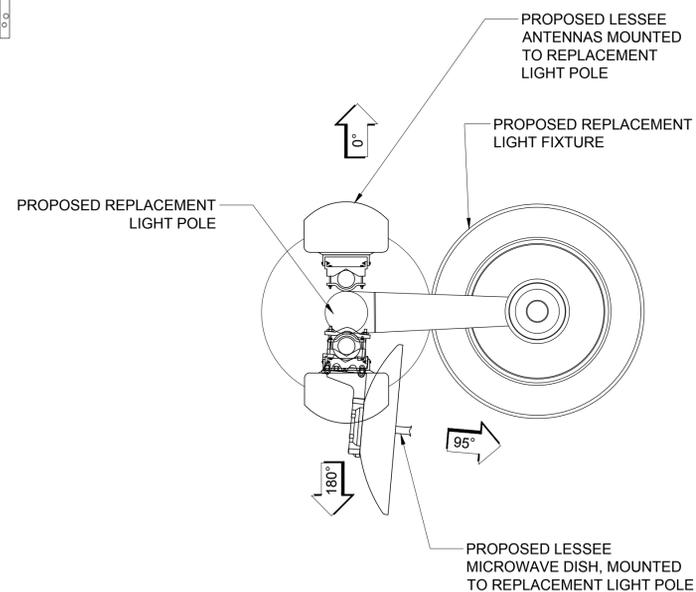
PROPOSED ANTENNA DETAIL

4

COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	LENGTH	NO.	SIZE	TYPE
ALPHA	0°	± 51'-0"	4	1/2"	T.B.D.
BETA	180°	± 51'-0"	4	1/2"	T.B.D.
MW DISH	95°	± 55'-0"	1	1/2"	T.B.D.

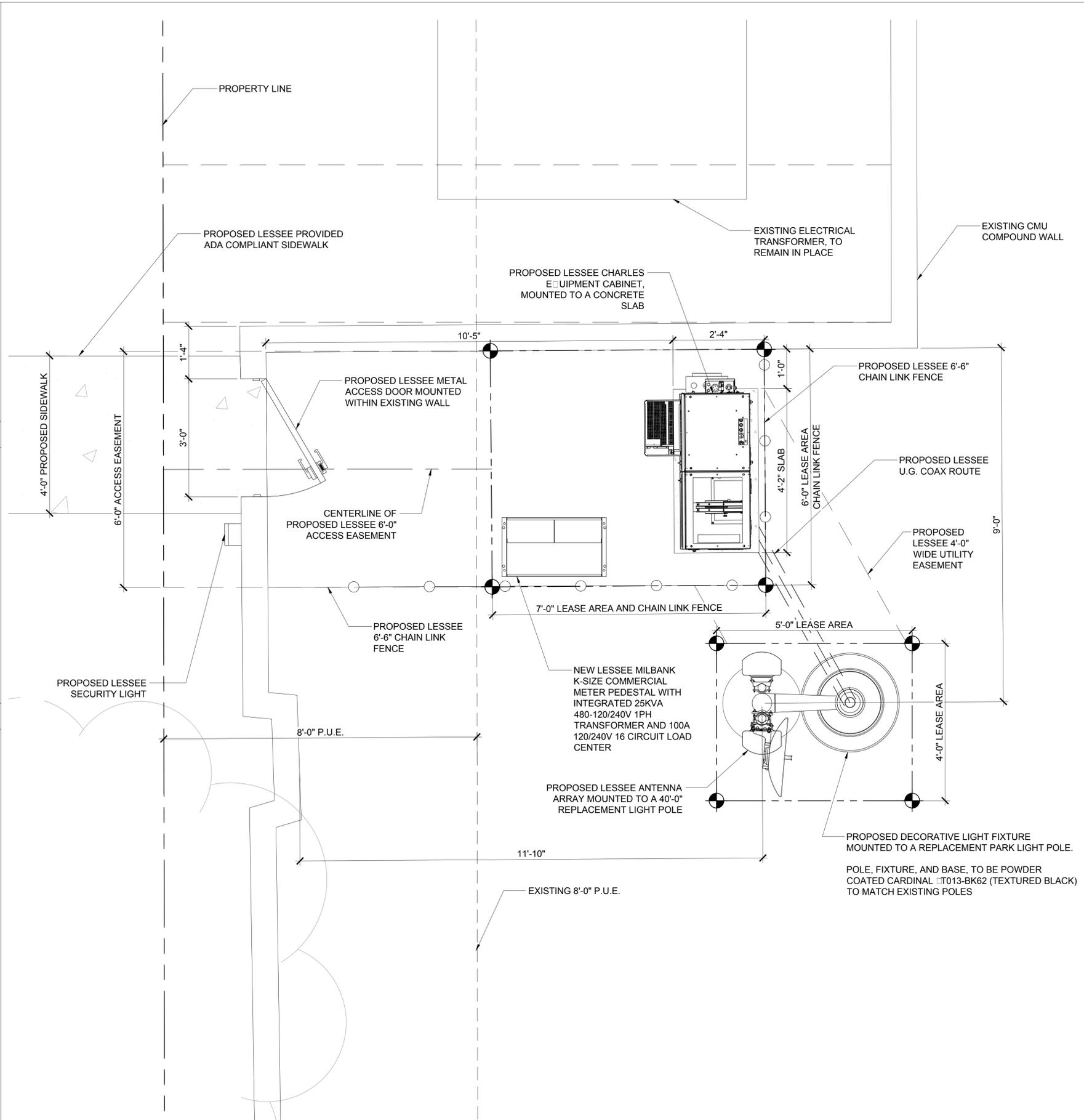
COAX CABLE INFORMATION

3



PROPOSED ANTENNA CONFIGURATION

2



CLIENT
verizon
 126 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY
Young design corp
 architecture / project management
 10245 E. Via Linda, Scottsdale, AZ 85258
 ph: 480 451 9609 fax: 480 451 9608
 e mail: corporate@ydcoffice.com

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NO.	DATE	DESCRIPTION
0	3/22/2016	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6134

PROJECT INFORMATION
PHO_NDYSART-RD_SC
SMALL CELL
 14955 N DYSART ROAD
 EL MIRAGE, AZ 85335

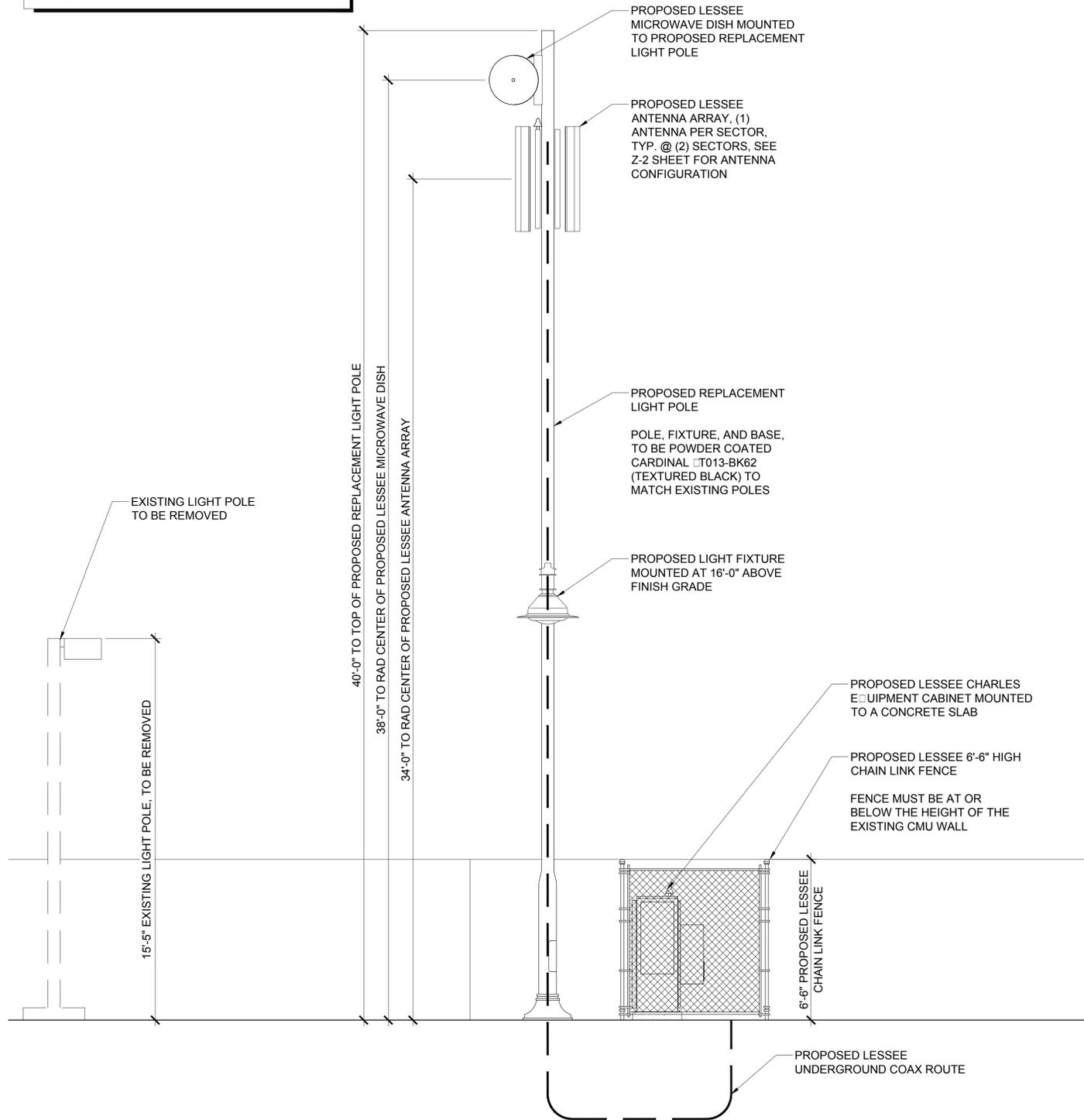
SHEET TITLE
ENLARGED SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER
Z-2

CONTRACTOR NOTES:

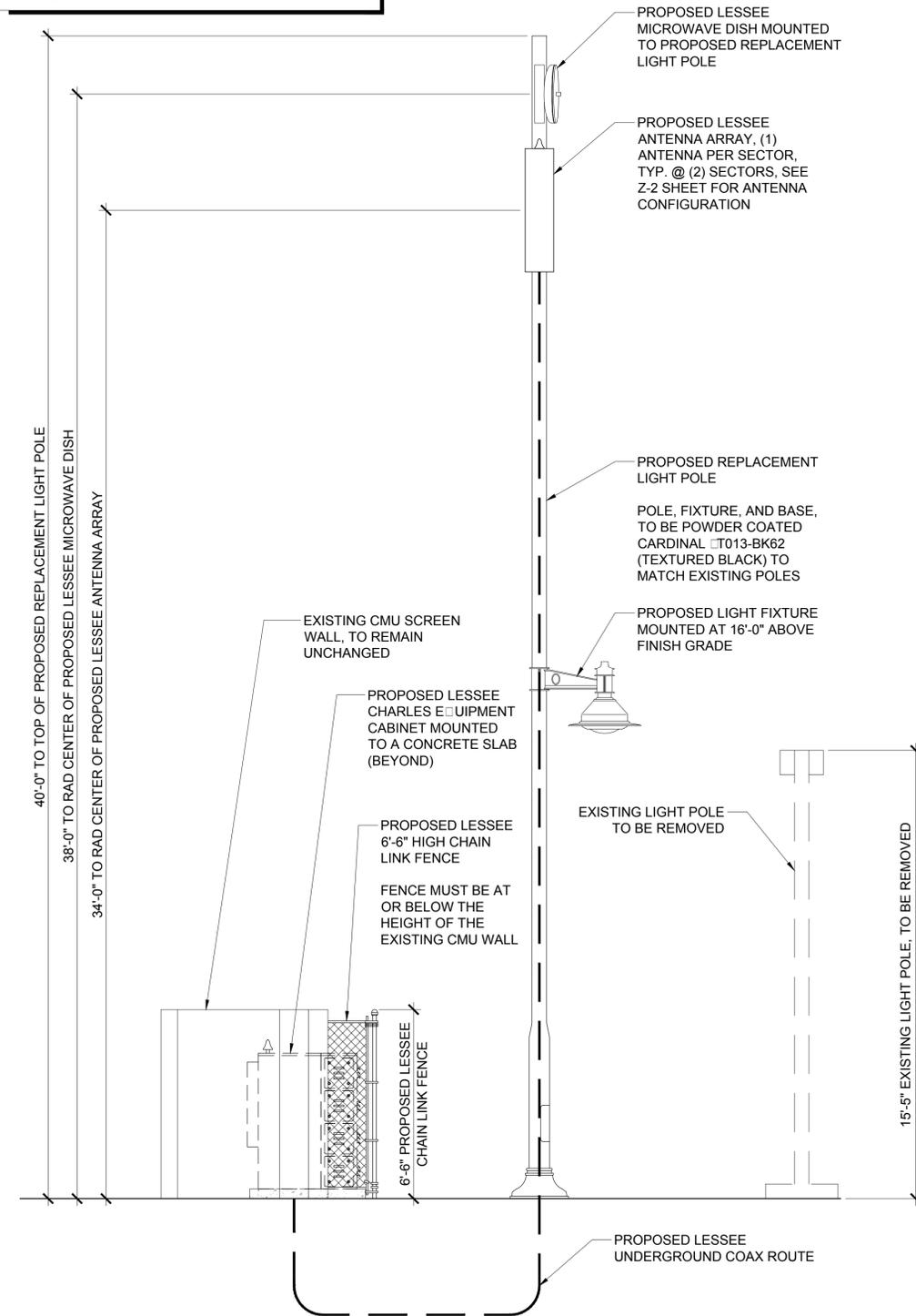
1. THE EXISTING LIGHT POLE FOUNDATION TO REMAIN INTACT, THE WIRES PROPERLY TERMINATED, AND A COVER BE FABRICATED AND INSTALLED USING THE EXISTING BOLTS. THE LIGHT POLE AND FIXTURE ARE TO REMAIN AT THE WELL SITE AND BE PLACED AT A LOCATION DETERMINED BY THE CITY AT THE TIME OF REMOVAL.
2. NO GROUND WIRE, CONDUIT, ETC. SHALL BE EXPOSED



2 EAST ELEVATION
 SCALE: 3/8" = 1'-0"
 SCALE: 3/8" = 1'-0"

CONTRACTOR NOTES:

1. THE EXISTING LIGHT POLE FOUNDATION TO REMAIN INTACT, THE WIRES PROPERLY TERMINATED, AND A COVER BE FABRICATED AND INSTALLED USING THE EXISTING BOLTS. THE LIGHT POLE AND FIXTURE ARE TO REMAIN AT THE WELL SITE AND BE PLACED AT A LOCATION DETERMINED BY THE CITY AT THE TIME OF REMOVAL.
2. NO GROUND WIRE, CONDUIT, ETC. SHALL BE EXPOSED



1 SOUTH ELEVATION
 SCALE: 3/8" = 1'-0"
 SCALE: 3/8" = 1'-0"

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19382 RONALD C. YOUNG
 State of Arizona U.S.A.
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PROJECT INFORMATION

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SMALL CELL

14955 N DYSART ROAD
 EL MIRAGE, AZ 85335

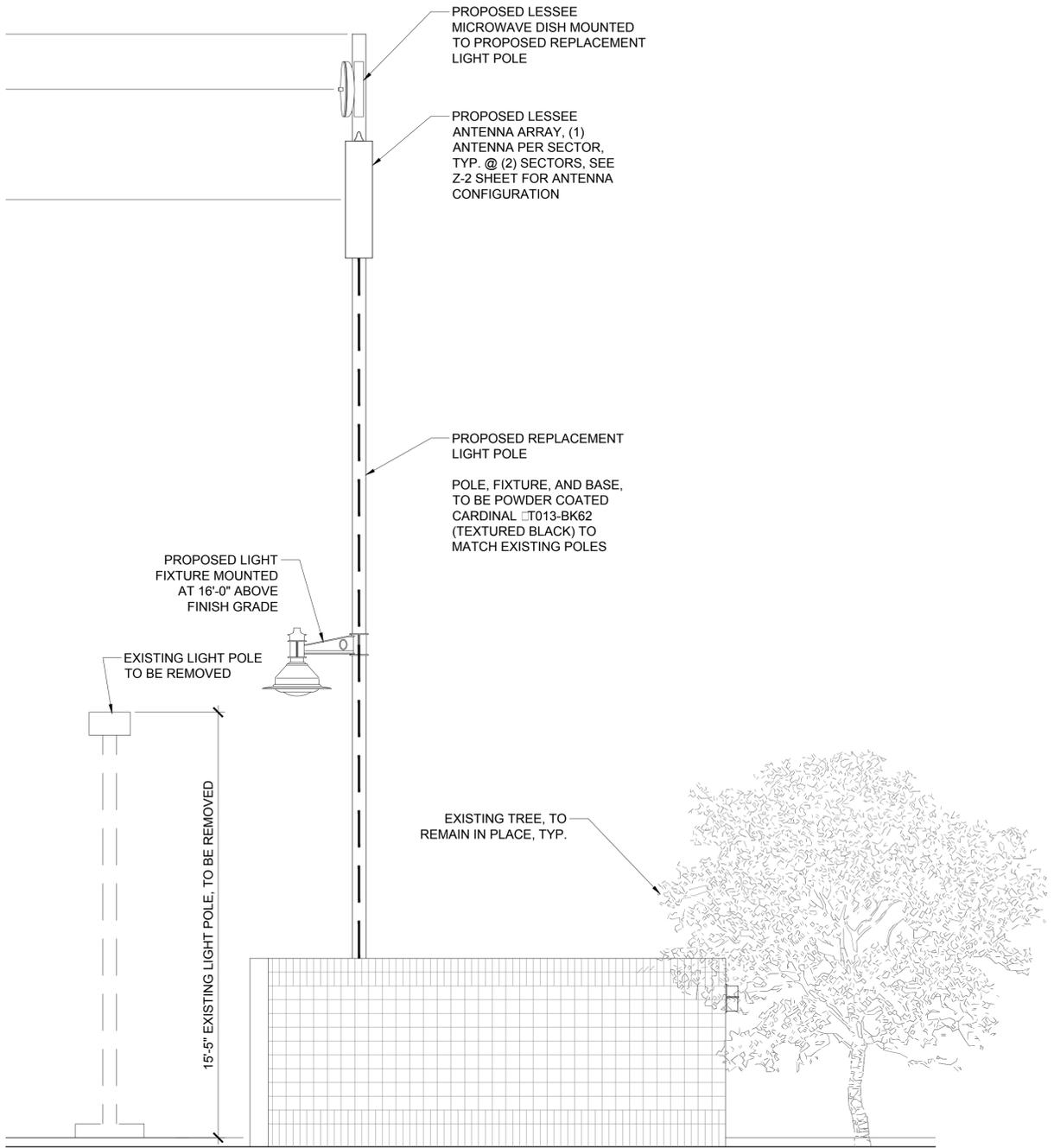
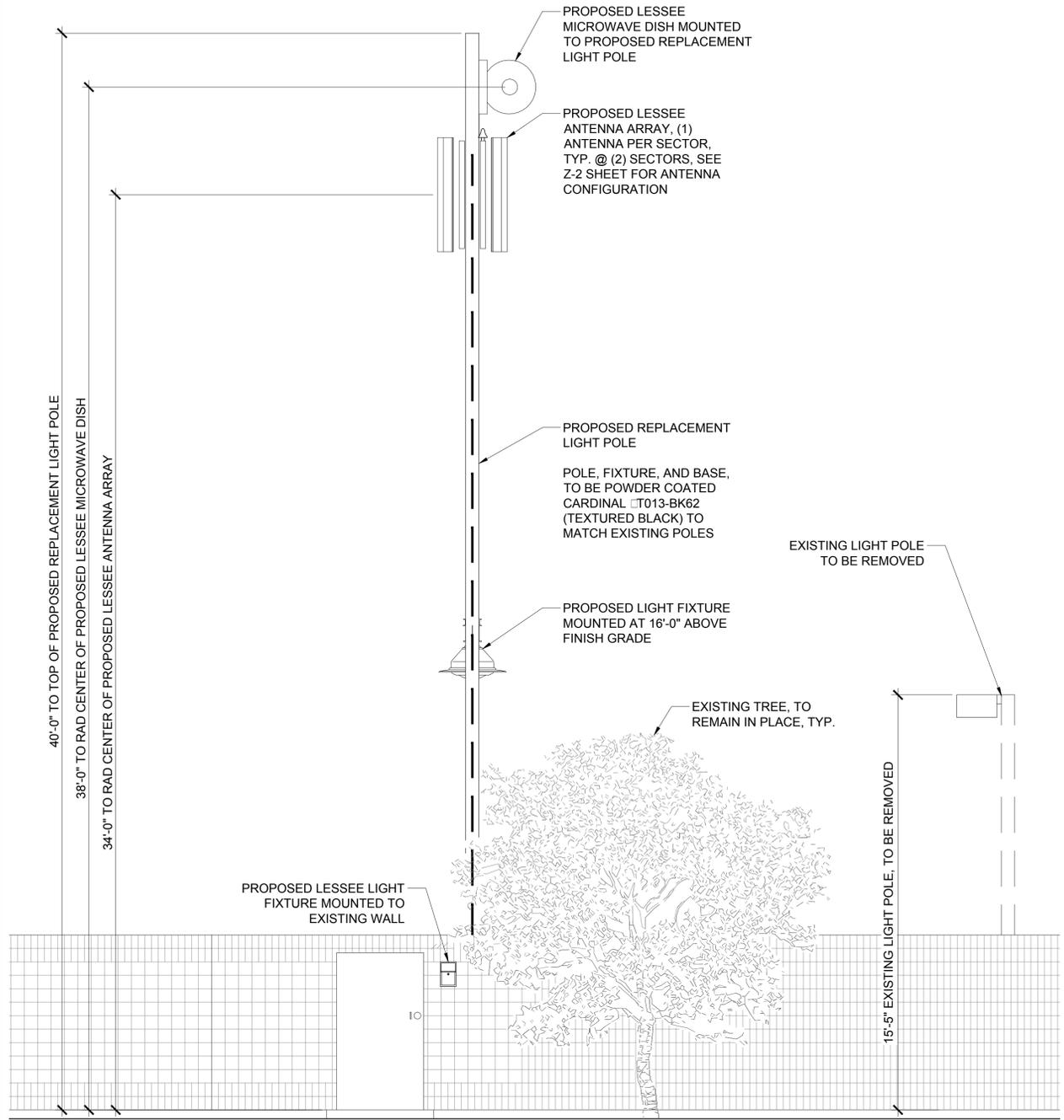
SHEET TITLE
ELEVATIONS

JURISDICTION APPROVAL

SHEET NUMBER
Z-3

CONTRACTOR NOTE
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2 WEST ELEVATION
 SCALE: 3/8" = 1'-0"
 0 1'-4" 2'-8" 5'-4"

1 NORTH ELEVATION
 SCALE: 3/8" = 1'-0"
 0 1'-4" 2'-8" 5'-4"

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 19382 RONALD C. YOUNG
 3/21/16
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NO.	DATE	DESCRIPTION
0	3/22/2016	SUBMITTAL

ARCHITECTS JOB NO.
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 14955 N DYSART ROAD
 EL MIRAGE, AZ 85335

SHEET TITLE
ELEVATIONS

JURISDICTION APPROVAL

SHEET NUMBER
Z-4