



**CITY OF  
TUCSON**  
ZONING  
EXAMINER'S  
OFFICE

## Preliminary Report

December 24, 2015

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Speedway Holdings, LLC  
Tucson, AZ 85745

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Tempe, AZ 85281

**SUBJECT: SE-15-79 Verizon – West Speedway Boulevard  
Public Hearing: December 17, 2015**

Dear Mr. Rankert,

Pursuant to the City of Tucson Unified Development Code and the Zoning Examiner's Rules of Procedures (Resolution No. 9428), this letter constitutes written notification of the Zoning Examiner's summary of findings for rezoning case SE-15-79 Verizon – West Speedway Boulevard. At the expiration of 14 days of the conclusion of the public hearing, the Zoning Examiner's Report (complete with background information, public hearing summary, findings of fact, conclusion, recommendation, and public hearing minutes) to the Mayor and Council shall be filed with the City Manager. A copy of that report can be obtained from either the Planning and Development Services Department (791-5550) or the City Clerk.

If you or any party believes that the Zoning Examiner's recommendation is based on errors of procedure or fact, a written request to the Zoning Examiner for review and reconsideration may be made within 14 days of the conclusion of the public hearing.

The public hearing held by the Zoning Examiner shall constitute the public hearing by the Mayor and Council. However, any person may request a new public hearing before the Mayor and Council. A request for a new public hearing must be filed in writing with the City Clerk within 14 days of the close of the Zoning Examiner's public hearing.

## **SUMMARY OF FINDINGS**

This is a request by Michael Rankert of Techtonic Engineering, on behalf of Verizon Wireless, for approval of a wireless communication facility (WCF). The special exception site is located on the north side of Speedway Boulevard approximately 225 feet east of Riverview Boulevard. The preliminary development plan proposes a tower with twelve antenna panels concealed within an artificial pine tree (monopine), 65 feet in height. The facility will be placed within an approximately 1,225 square foot lease along the east edge of the 0.22 acre parcel, which is currently vacant. The proposed ground equipment, including a backup diesel generator, will be located within an area screened by an eight (8) foot high masonry screen wall with a gated entrance along the north side of the compound. A twenty-foot wide access/utility easement for the WCF site will be provided from Speedway Boulevard.

Immediately adjacent to the east of the site is an existing retail liquor store. Farther to the east across Yucca Road and on the north side of Speedway Boulevard is a parking lot for the Arizona School for the Deaf and Blind. The parcel immediately to the west is vacant land, zoned R-2. Parcels to the north and west are developed with single-family and multi-family residential land uses in the R-2 residential zone. Parcels to the south across Speedway Boulevard are single-family residential uses in the O-3 and R-2 zones.

Vehicular access to the wireless communications facility is from Speedway Boulevard through an existing curb cut. According to the *Major Streets and Routes Plan*, Speedway Boulevard is designated as an arterial street with a future right-of-way width of 120 feet. The Pima Association of Governments estimates that the proposed development will not generate additional measurable vehicle trips per day.

The *Santa Cruz Area Plan* and the *Plan Tucson* both provide land use guidance for this site. The *Santa Cruz Area Plan* supports new development that is compatible with existing neighborhoods in the area. The Plans support buffering and screening techniques that help ensure compatibility, minimize visual impacts and preserve views.

*Plan Tucson* identifies this area in the Future Growth Scenario Map as an "existing neighborhood." Existing neighborhoods are characterized as largely built-out residential and commercial districts in which minimal new development or redevelopment is expected in the next few decades. The goal is to maintain the character of these neighborhoods while accommodating some new development and encouraging reinvestment, services, and amenities that contribute to further neighborhood stability. *Plan Tucson* supports existing neighborhoods and commercial districts while encouraging new services and amenities that contribute further to neighborhood stability. LT28.J.3 states that

telecommunication facilities are to be designed with improved appearances of above ground structures and utilities throughout the city.

The proposed monopine will include four antennas per sector with three sectors for a total of twelve antennas. The applicant has submitted a photo-simulation of the monopine showing the antennas concealed by the artificial branches and needles. The monopine will be set back from Speedway Boulevard by approximately 75 feet. The nearest residential unit is located immediately to the north, approximately 60 feet from the WCF site, in R-2 zoning. The proposed monopine will be visible from the surrounding residential neighborhoods, commercial development, as well as from the adjacent streets.

The existing site has minimal landscaping and screening from adjacent residential uses and from Speedway Boulevard. The submitted landscape plan depicts screening to help mitigate height and soften the views of the WCF from adjacent land uses. Shrubs and live pine trees will be planted around the lease area. The PDP does not identify the type of pine trees to be planted or specify that irrigation will be provided. A minimum of six Afghan Pine trees will be planted; two on the north, two on the south and two on the west side of the lease area. This will allow sufficient space between each tree to grow to a mature height between thirty (30) and fifty (50) feet. The trees shall also be included in the irrigation plan.

The monopine will include faux-bark cladding to further disguise the WCF. In addition, antennas will be painted to complement the natural range of colors on surrounding trees, to mitigate and minimize visual impacts. The proposed WCF will be designed to support future collocation, with antennas mounted close to the pole and concealed by the monopine stealth design.

The applicant proposes to place the ground equipment just northwest of the monopine within the 1,225 square foot lease area. Ground equipment will be housed inside an equipment cabinet located next to a diesel generator, both to be located on a concrete slab. A proposed 8-foot high CMU wall will help mitigate noise from the back-up generator as well as the equipment's visual impact on the surrounding areas. The masonry wall will be textured and painted in a neutral desert color.

In terms of wireless communication facilities, a stealth application is one that disguises the appearance of the pole and antennas to look like an element of the built or natural landscape, which could typically occur at the chosen location. A stealth application should be as close as possible in scale and appearance to the object it is disguised as, with no obvious unnatural elements. The success of a stealth application is dependent on the ability of the design and construction of the cellular site to fit into its surroundings to such a degree that it is not noticeable. Scale and proportion, site design, color, and materials, are particularly important in stealth applications insofar as they contribute, or do not contribute, to the

ability of the facility to be as unobtrusive as possible. To ensure a successful stealth monopine at this location, the following standards are recommended:

- The monopine shall not exceed 65 feet in height at the highest point;
- The monopine shall include branches and needles;
- The monopine hunk shall be covered with cladding (faux bark) wherever the pole is visible, and the trunk shall be painted to resemble a live pine;
- Replacement of lost/damaged branches and needles to be completed within ten working days of observation and branches and needles shall be colored to match live pines as closely as possible;
- Monopine branches shall start at 15 feet above grade elevation;
- All cables shall be run inside the pole, with no foot pegs or other visible appurtenances;
- All wire ports shall be concealed behind the antennas and equipment on the monopine shall be mounted behind the antenna panels;
- Six (6) live 24-inch box Afghan pine trees, (to grow 45 feet or more in height) shall be planted (2 each to the north, south and west of the WCF. Trees shall be added to the onsite permanent irrigation system and be maintained as part of the overall landscaping. If trees become damaged, diseased or die, they are to be replaced within 30 days of observation. Replacement shall be the responsibility of the wireless provider;
- Ground equipment to be located within lease area and housed within a walk-in shelter screened by an 8-foot masonry (CMU) wall. CMU wall shall be textured and designed to match other nearby CMU walls;
- Maximum antenna size is ninety-nine (99) inches in length, eighteen (18) inches in width, and eight (8) inches in depth;
- Antenna arrays shall have no more than 12 antennas (3 sectors with 4 antennas per sector);
- Antennas shall be camouflaged with faux pine needle socks to match needle density and color of monopine.

The applicant's proposal requires approval as a Mayor and Council Special Exception and must meet the Use-Specific Standards of UDC Sections 4.9.13.O and 4.9.4.I.2, .3, and .7. The Mayor and Council may forward the request to the Design Review Board for design review and recommendation.

#### 4.9.4.I.7

- (1) The tower or antennas are not permitted by other provisions of this Section.
- (2) New towers require a minimum separation of one mile from any existing tower, regardless of ownership, unless documentation establishes that no practical alternative exists.

(3) All appropriate measures shall be taken to conceal or disguise the tower and antenna from external view.

(4) All appropriate measures shall be taken to reduce the negative proliferation of visible towers and antennae by the collocation of new antennae on existing towers or with the facilities of other providers which are located or planned for development within the proposed service area.

(5) Notice shall be provided to all agents designated at least 15 days prior to the date of the public hearing before the Zoning Examiner.

**CONCLUSION**

The proposed special exception use is consistent with the policy direction in the Santa Cruz Area Plan and Plan Tucson, which support development designed to be compatible with and sensitive to surrounding land uses. The proposed wireless facility has been designed to be camouflaged and blend in with the surroundings, and does not conflict with plan policies. Subject to compliance with the attached preliminary conditions, approval of the requested special exception is appropriate.

**RECOMMENDATION**

The Zoning Examiner recommends approval of the Special Exception request.

Sincerely  
  
Linus Kafka  
Zoning Examiner

**ATTACHMENTS:**

Case Location Map

Rezoning Case Map

cc: City of Tucson Mayor and Council

### PROCEDURAL

1. A site plan in substantial compliance with the preliminary development plan dated October 26, 2015, is to be submitted and approved in accordance with *Administrative Manual*, Section 2-06.
2. The property owner shall execute a waiver of potential claims under A.R.S. Sec. 12-1134 for this zoning amendment as permitted by A.R.S. Sec. 12-1134 (I) in the form approved by the City Attorney and titled "Agreement to Waive Any Claims Against the City for Special Exception Land Use".
3. Historic or prehistoric features or artifacts discovered during future ground disturbing activities should be reported to the City of Tucson Archaeologist. Pursuant to A.R.S. 41-865 the discovery of human remains and associated objects found on private lands in Arizona must be reported to the Director of Arizona State Museum.
4. Any relocation, modification, etc., of existing utilities and/or public improvements necessitated by the proposed development shall be at no expense to the public.
5. Five years are allowed from the date of initial authorization to implement and effectuate all Code requirements and conditions of the special exception land use.
6. A copy of the Special Exception decision letter shall be included with the site plan at the time of permit application submittal.

### LAND USE COMPATABILITY / CONCEALMENT MEASURES

7. The wireless communication monopole, including attachments such as antenna panels and pine branches/needles, shall not exceed sixty-five (65) feet in height from grade elevation.
8. A maximum of twelve (12) antenna panels shall be installed and shall be covered with faux pine needle socks of a needle density and color to blend and minimize visual impacts.
9. Monopole branches shall start at 15 feet above grade elevation and the monopole shall include a sufficient number of artificial branches and needles to adequately conceal the antennas and appurtenances.
10. The pole shall be covered with cladding (faux bark) wherever the pole is visible, and be painted to resemble a live pine tree.

11. Replacement of lost/damaged artificial branches/needles is to be completed within ten (10) working days of observation and artificial branches/needles shall be colored to match live branches/needles as closely as possible.
12. All wire ports shall be concealed behind the antennas and all equipment shall be mounted behind the antenna panels.
13. Ground equipment is to be located within lease area as depicted on the preliminary development plan dated October 26, 2015, and is to be screened by 8-foot masonry wall textured and painted in neutral desert color.
14. Panel antenna dimensions shall not exceed ninety-nine (99) inches in length, eighteen (18) inches in width, and eight (8) inches in depth.
15. All walls visible from a public right-of-way and/or adjacent to existing residential development shall be graffiti-resistant.
16. Six-(6) inch wide fence block or greater shall be used for perimeter walls. Graffiti shall be removed from walls within seventy-two (72) hours of discovery or notification.
17. There shall be no exterior wiring, visible footpegs, portals, cabling or cable shrouds, or other unnatural appearing features on the monopine.
18. Applicant shall plant a minimum of six 'live' Afghan Pine trees, 24-inch box (to grow to 30 feet or more in height). Two on the north, two on the south, and two on the west side of the lease area. Trees shall be added to the onsite permanent irrigation system and to be maintained as part of the overall landscape. If trees become damaged, diseased or die, then trees are to be replaced within 30 days of observation, and replacement will be the responsibility of the wireless communication company.
19. Installation of a backup generator requires evidence of compliance with the Tucson City Code, Section 16-31 Excessive Noise. The generator may be tested for up to 45 minutes per week, between the hours of 8:00 AM and 6:00 PM. Finish color and texture of all painted surfaces shall match existing surfaces of adjacent equipment enclosure. The generator shall include a fuel catchment feature designed to contain at least 210 gallons of fuel in the event of a leak.
20. Plans for future carriers must be approved through the special exception process.

AGREEMENT TO WAIVE ANY CLAIMS  
AGAINST THE CITY FOR ZONING AMENDMENT

This agreement ( "**Agreement**") is entered into between \_\_\_\_\_, as the owner of the property described herein ("**Owner**") and the City of Tucson ("**City**") to waive any and all claims for diminution of value that may be based upon action by the City in response to a request from the Owner. This Agreement is entered into in conformance with A.R.S. §12-1134(I).

The Owner is the holder of fee title to the property located at \_\_\_\_\_, Tucson, Arizona, (the "**Property**") which is more fully described in the Owner's application to the City in Case \_\_\_\_\_ and incorporated herein. The Owner, or the authorized agent of the Owner, has submitted an application to the City requesting that the City grant a Special Exception Land Use for the Property. The Owner has requested this action because the Owner has plans for the development of the Property that require the Special Exception Land Use. The Owner believes that the Special Exception Land Use for the Property will increase the value and development potential of the Property, and that this outweighs any rights or remedies that may be obtained under A.R.S. §12-1134 et. seq.

By signing this Agreement, the Owner waives any right or claim that may arise under A.R.S. §12-1134, including any claim for the reduction in the value of the Property, as a result of the enactment of the Special Exception Land Use in Case \_\_\_\_\_.

The Owner understands that City staff may propose, the Zoning Examiner may recommend and the Mayor and Council may adopt conditions to the requested Special Exception Land Use that limit the potential development of the Property. The Owner acknowledges that the Special Exception Land Use and conditions are a single, integrated legislative approval. The Owner agrees and consents to all conditions that may be imposed. The Owner retains the right to withdraw the Special Exception Land Use application prior to a vote by the Mayor and Council or to decline to implement the necessary requirements to effectuate the Special Exception Land Use if the Owner disagrees with any conditions that are proposed or approved. If the Owner does not withdraw the application, the Owner shall be deemed to have accepted all adopted conditions to the requested Special Exception Land Use. If the Owner withdraws the application or does not effectuate the Special Exception Land Use, this Agreement is null and void.

This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. The Owner has agreed to the form of this Agreement provided and approved by the City Attorney. The Owner has had the opportunity to consult with an attorney of the Owner's choice prior to entering this Agreement and enters it fully understanding that the Owner is waiving the rights and remedies as set forth herein.

Upon execution, this Agreement shall be recorded in the Office of the Pima County Recorder.

The Owner warrants and represents that the person or persons listed herein as the Owner is/are the owner in fee title of the Property. The Owner further agrees to indemnify and hold the City of Tucson, its officers, employees and agents harmless from any and all claims, causes of action, demands, losses, costs and expenses based upon an alleged reduction of value of the Property as a result of the City's action in Case \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Owner: \_\_\_\_\_  
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

Owner: \_\_\_\_\_  
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

By: \_\_\_\_\_  
(Signature of Owner or Authorized Representative, if applicable)

By: \_\_\_\_\_  
(Signature of Owner or Authorized Representative, if applicable)

Its: \_\_\_\_\_  
(Title of Individual Signing in Representative Capacity)

Its: \_\_\_\_\_  
(Title of Individual Signing in Representative Capacity)

State of Arizona )  
 )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_ on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

\_\_\_\_\_  
Notary Public

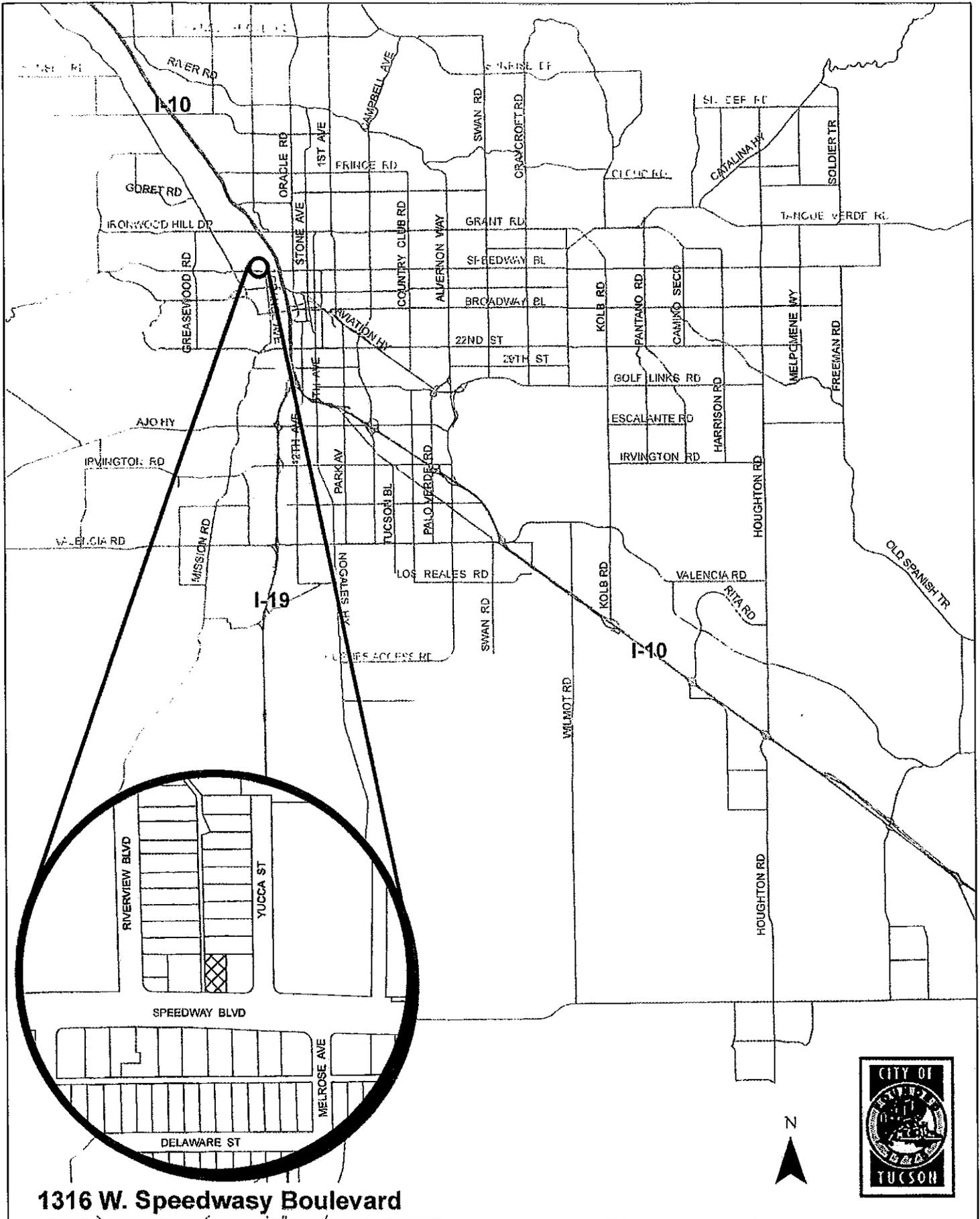
My Commission expires:  
\_\_\_\_\_

City of Tucson, an Arizona municipal Corporation:

By: \_\_\_\_\_  
Planning & Development Services Department

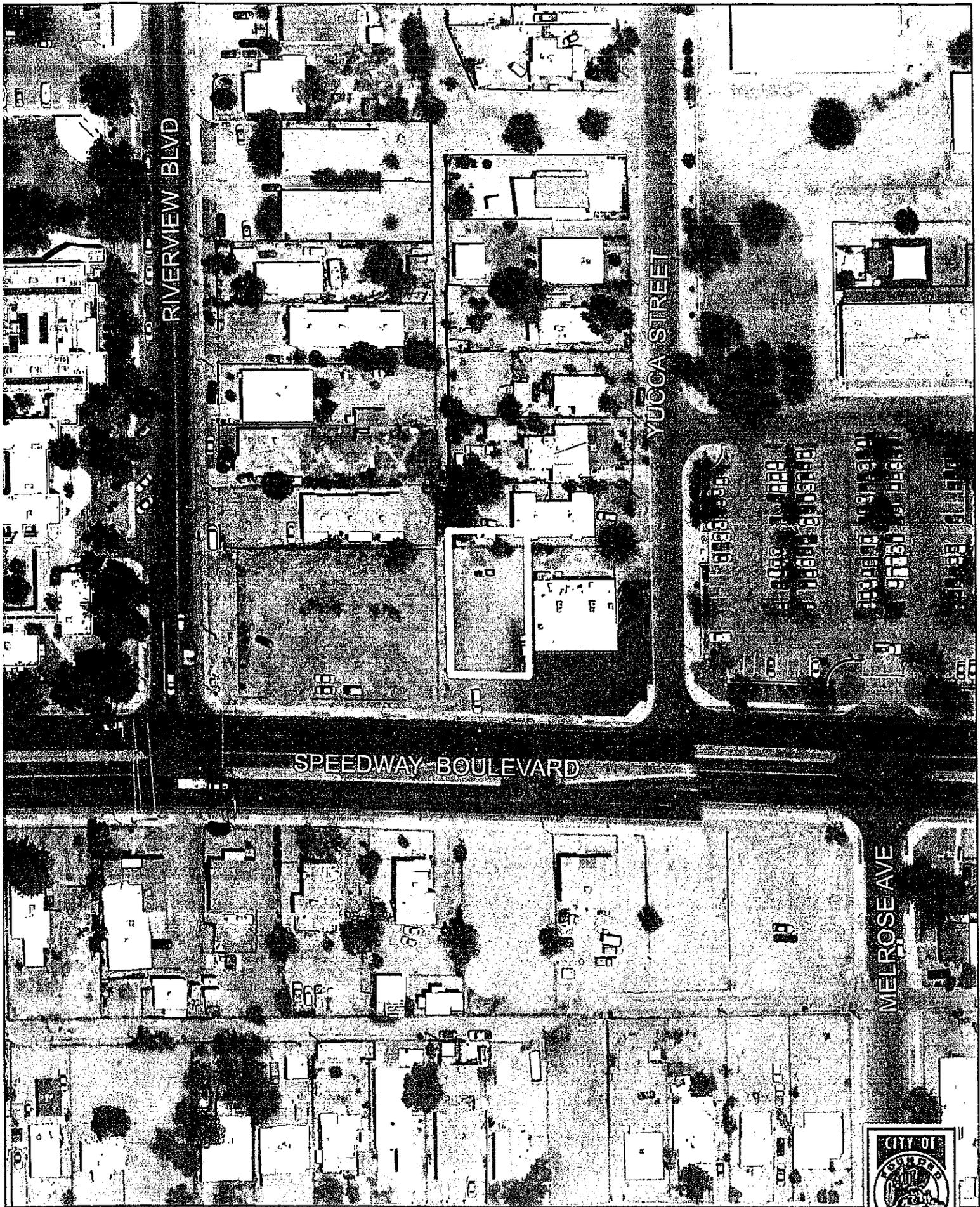
This form has been approved by the City Attorney.

# SE-15-79 Verizon - W. Speedway Boulevard



1316 W. Speedway Boulevard





SE-15-79 Verizon - W. Speedway Boulevard  
2014 Aerial

0 25 50 100 Feet  
1 inch = 100 feet

